

#10
CB 117478

Mary Davis
SCL, ST Central Link Light Rail, ORD
May 3, 2012
Version #5

CITY OF SEATTLE
ORDINANCE _____

COUNCIL BILL 117478

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AN ORDINANCE relating to Sound Transit's Central Link Light Rail Project; authorizing the Superintendent of Seattle City Light or his designee to accept the assignment and granting of certain utility easements from the Central Puget Sound Regional Transit Authority, and to convey certain guideway easements to said Authority; and ratifying and confirming certain prior acts.

WHEREAS, on April 20, 1998, pursuant to Ordinance 118927, the City of Seattle authorized a Memorandum of Agreement for Intergovernmental Cooperation with the Central Puget Sound Regional Transit Authority ("Sound Transit"), for construction of the Central Link Light Rail Project and the related reconstruction of Martin Luther King Jr Way South; and

WHEREAS, on April 10, 2000, in Resolution 30128, the City of Seattle approved the light rail alignment, station locations, and maintenance base location for the Central Link Light Rail Project; and

WHEREAS, on July 30, 2000, pursuant to Ordinance 119975, the City of Seattle authorized an agreement with Sound Transit to allow the non-exclusive use of certain City of Seattle streets and rights-of-way for the Central Link Light Rail Project ("Project"); and

WHEREAS, Sound Transit, the Washington State Department of Transportation (WSDOT), and King County METRO ("METRO") have entered into a three-way agreement to create the E-3 busway, which provides a route for Sound Transit light rail and continued use by METRO buses, and Sound Transit has granted The City of Seattle an easement for aerial transmission lines and transmission tower foundations on a portion of the E-3 busway; and

WHEREAS, Sound Transit and the City of Seattle now desire to exchange easements along the approved route of the Project, within the scope and authority of the agreement authorized by Ordinance 119975; and

WHEREAS, Sound Transit has offered to pay the City of Seattle \$27,057 for the true and fair value of three guide way easements for the Tukwila segment of the Project; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:



1
2 Section 1. That the Superintendent of the City Light Department, or his designee, is
3 authorized to accept on behalf of The City of Seattle nine (9) Assignments of Utility Easements
4 from the Central Puget Sound Regional Transit Authority ("Sound Transit"), as Grantor, in
5 substantially the same form as Attachments 1 through 9 to this ordinance, more particularly
6 described as follows:
7

8 Attachment 1 - Parcel No. RV 325

9 The "Assignment of Utility Easement" for Sound Transit Parcel No. RV-325, being a
10 portion of the Northwest quarter of the Northeast quarter of Section 3, Township 23 North,
11 Range 4 East, W.M., in King County, Washington, the full legal description of which is
12 contained in Exhibit 3 to Exhibit A to said Assignment.
13

14 Attachment 2 – Parcel No. RV-335

15 The "Assignment of Utility Easement" for Sound Transit Parcel No. RV-335, being a
16 portion of King County Short Plat 77-97, Recording No. 7712090559, in King County,
17 Washington, the full legal description of which is contained in Exhibit 4 to Exhibit A to said
18 Assignment.
19

20 Attachment 3 – Parcel No. TUK-011

21 The "Assignment of Utility Easement" for Sound Transit Parcel No. TUK-011, being a
22 portion of the Southwest Quarter, Section 3, Township 23 North, Range 4 East, W.M., in King
23 County, Washington, the full legal description of which is contained in Exhibit 3 to Exhibit A to
24 said Assignment.
25



1 Attachment 4 – Parcel No. TUK-015

2 The “Assignment of Utility Easement” for Sound Transit Parcel No. TUK-015, being a
3 portion of the Southwest Quarter, Section 3, Township 23 North, Range 4 East, W.M., in King
4 County, Washington, the full legal description of which is contained in Exhibit 3 to Exhibit A to
5 said Assignment.

6 Attachment 5 – Parcel No. TUK-016

7
8 The “Assignment of Utility Easement” for Sound Transit Parcel No. TUK-016, being a
9 portion of the Southwest Quarter, Section 3, Township 23 North, Range 4 East, and the
10 Southeast Quarter, Section 4, Township 23 North, Range 4 East, W.M., in King County,
11 Washington, the full legal description of which is contained in Exhibit 3 to Exhibit A to said
12 Assignment.

13 Attachment 6 – Parcel No. TUK-021

14
15 The “Assignment of Utility Easement” for Sound Transit Parcel No. TUK-021, being a
16 portion of Section 10, Government Lot 1, Township 23 North, Range 4 East, W.M., in King
17 County, Washington, the full legal description of which is contained in Exhibits B and C to
18 Exhibit A to said Assignment.

19 Attachment 7 – Parcel Nos. TUK-022, TUK-024, and TUK-025

20
21 The “Assignment of Utility Easement” for Sound Transit Parcel Nos. TUK-022, TUK-
22 024, and TUK-025, being portions of Section 10, Government Lot 1, Township 23 North, Range
23 4 East, W.M., in King County, Washington, the full legal descriptions of which is contained in
24 Exhibits B, E, and G to Exhibit A to said Assignment.



1 Attachment 8 – Parcel No. TUK-126.2

2 The “Assignment of Utility Easement” for Sound Transit Parcel No. TUK-126.2, being
3 that Easement (Underground and Surface Rights) recorded on November 29, 2007, under
4 Auditor’s File number 20071129000379, records of King County, Washington, and attached
5 hereto as Exhibit A to said Assignment.

6 Attachment 9 – Parcel No. TUK-148

7 The “Assignment of Utility Easement” for Sound Transit Parcel No. TUK-148, being
8 that Easement (Underground and Surface Rights) recorded on December 6, 2007, under Auditor’s
9 File number 20071206000460, records of King County, Washington, and attached hereto as
10 Exhibit A to said Assignment.

11 Section 2. The City hereby accepts an Easement from Sound Transit as Grantor, for
12 overhead electrical facilities and pole foundations in the E-3 busway, being that Easement
13 attached hereto at Attachment 10, recorded on January 7, 2009, under Auditor’s File number
14 20090107001188, records of King County, Washington, the full legal description of which is
15 contained in Exhibit B to said Easement.

16 Section 3. Pursuant to RCW 35.94.040 and after a public hearing, the easements
17 described below are found to be surplus to the City’s needs and no longer required for providing
18 public utility service. The Superintendent of the City Light Department, or his designee, is
19 hereby authorized, on behalf of The City of Seattle, to grant three (3) light rail Guideway
20 Easements to Sound Transit, substantially in the same form as Attachments 11 through 13 to this
21 ordinance, more particularly described as follows:

22 Attachment 11 - Parcel No. TUK-008



1 The "Guideway Easement" for Sound Transit Parcel No. TUK-008, being a portion of
2 the Southwest Quarter, Section 3, Township 23 North, Range 4 East, W.M., in King County,
3 Washington, the full legal description of which is contained in Exhibit A to said Guideway
4 Easement.

5 Attachment 12 – Parcel No. TUK-019

6 The "Guideway Easement" for Sound Transit Parcel No. TUK-019, being a portion of
7 the Southwest Quarter, Section 3, Township 23 North, Range 4 East, W.M., in King County,
8 Washington, the full legal description of which is contained in Exhibit A to said Guideway
9 Easement.
10

11 Attachment 13 – Parcel No. TUK-020.1

12 The "Guideway Easement" for Sound Transit Parcel No. TUK-020.1, being a portion of
13 Government Lot 1, Section 10, Township 23 North, Range 4 East, W.M., in King County,
14 Washington, the full legal description of which is contained in Exhibit A to said Guideway
15 Easement.
16

17 Section 4. Seattle City Light is authorized to accept payment from Sound Transit for
18 the light rail Guideway Easements described herein, in the amount of \$27,057 and to deposit the
19 proceeds in the City Light Fund.
20

21 Section 5. Any act consistent with the authority and prior to the effective date of this
22 Ordinance is hereby ratified and confirmed.

23 Section 6. This ordinance shall take effect and be in force 30 days after its approval by
24 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
25 shall take effect as provided by Seattle Municipal Code Section 1.04.020.
26



1 Passed by the City Council the ____ day of _____, 2012, and
2 signed by me in open session in authentication of its passage this
3 ____ day of _____, 2012.

4 _____
5 _____
6 President _____ of the City Council

7 _____
8 Approved by me this ____ day of _____, 2012.

9 _____
10 _____
11 Michael McGinn, Mayor

12 _____
13 Filed by me this ____ day of _____, 2012.

14 _____
15 _____
16 Monica Martinez Simmons, City Clerk

17 (Seal)

- 18 Attachment 1 – Assignment of Utility Easement – Sound Transit Parcel No. RV-325
19 Attachment 2 – Assignment of Utility Easement – Sound Transit Parcel No. RV-335
20 Attachment 3 – Assignment of Utility Easement – Sound Transit Parcel No. TUK-011
21 Attachment 4 – Assignment of Utility Easement – Sound Transit Parcel No. TUK-015
22 Attachment 5 – Assignment of Utility Easement – Sound Transit Parcel No. TUK-016
23 Attachment 6 – Assignment of Utility Easement – Sound Transit Parcel No. TUK-021
24 Attachment 7 – Assignment of Utility Easement – Sound Transit Parcel Nos. TUK-022,
25 TUK-024, TUK-025
26 Attachment 8 – Assignment of Utility Easement – Sound Transit Parcel No. TUK-126.2
27 Attachment 9 – Assignment of Utility Easement – Sound Transit Parcel No. TUK-148
28 Attachment 10 – Easement – Overhead Electrical and Pole Foundations in E-3 Busway
Attachment 11 – Guideway Easement – Sound Transit Parcel No. TUK-008
Attachment 12 – Guideway Easement – Sound Transit Parcel No. TUK-019
Attachment 13 – Guideway Easement – Sound Transit Parcel No. TUK-020.1



Mary Davis
SCL ST Central Link Light Rail ORD ATT 1
March 26, 2012
Version#3

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Seattle City Light
Real Estate Services, SMT 3012
Attention: Mary Davis
700 - 5th Ave., Suite 3200
P.O. Box 34023
Seattle, WA 98124-9871

ASSIGNMENT OF UTILITY EASEMENT

Grantor: CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY

Grantee: CITY OF SEATTLE

Legal Description:

Abbreviated Legal: That portion of the Northwest quarter of the Northeast quarter of Section 3, Township 23 North, Range 4 East, W.M., in King County, Washington

Full Legal: See Exhibit 3 of the Stipulated Judgment and Decree of Appropriation, which is attached hereto as Exhibit A

**Property Tax
Parcel Number:** 032304-9139

Related Documents: Stipulated Judgment and Decree of Appropriation recorded on March 4, 2005 under file number 20050304000859

THIS ASSIGNMENT OF UTILITY EASEMENT is made and given as of the ____ day of 2011, by the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority d/b/a Sound Transit ("Grantor"), to and for the benefit of the CITY OF SEATTLE and its City Light Department ("Grantee").

- 1 -

ST #740 - RV - 325



RECITALS

A. Pursuant to the terms of that certain Stipulated Judgment and Decree of Appropriation entered in the Superior Court of Washington for King County, Cause No. 03-2-39459-9 as of February 24, 2005 (the "Decree"), and recorded on March 4, 2005 under file number 20050304000859, Grantor was awarded the Condemned Property and Property Interests (as defined in the Decree) upon payment of a stated sum of money into the registry of the court.

B. A portion of the Condemned Property consists of A utility easement over, under, upon and across the real property legally described in Exhibit A attached hereto (the "Utility Easement") to which, Grantor has the right, title and interest pursuant to the terms of the Decree. The purpose of the Utility Easement is for underground and surface rights.

C. The terms of the Utility Easement allow Grantor to convey and assign to Grantee all of its right, title and interest in the Utility Easement.

D. Pursuant to Resolution R2002-03, Grantor is authorized to execute such agreements as are customary and necessary for the disposal of real property interests.

NOW, THEREFORE, the parties agree as follows:

1. Transfer and Assignment. Grantor hereby transfers, assigns, delivers and conveys to Grantee, its successors and assigns, all right, title and interest of Grantor in, to and under the Utility Easement (Exhibit 3 to the Decree, which is attached hereto as Exhibit A).
2. Acceptance of Utility Easement. Grantee hereby accepts the conveyance and assignment of the Utility Easement made by Grantor.
3. Indemnification. Grantor shall have no further liability under the Utility Easement and Grantee shall bear and assume all rights and obligations of Grantor and shall be bound by the terms and conditions contained herein. Grantee agrees to indemnify, defend and hold Grantor harmless with respect to liability, loss, damage and expenses, including costs and reasonable attorneys' fees, incurred by Grantor, its officers, employees and agents arising with respect to the use of the Utility Easement from and after the date hereof.
4. Governing Law. This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of Washington.
5. Binding Effect. This Assignment shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of only the parties hereto.



Mary Davis
SCL ST Central Link Light Rail ORD ATT 1
March 26, 2012
Version#3

IN WITNESS WHEREOF, Grantor has executed this Assignment as of the date first above written.

GRANTOR:

CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY, a regional transit authority

By: _____

Approved as to form:

By: Jennifer Belk
Sound Transit Legal Dept.

GRANTEE:

CITY OF SEATTLE AND ITS CITY LIGHT DEPARTMENT

By: _____

Title: _____

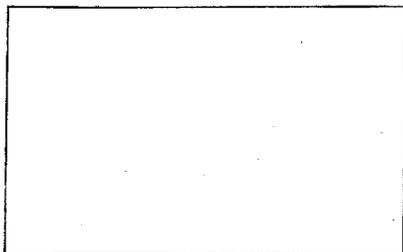
Date: _____



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 was authorized to execute the instrument and acknowledged it as the _____ of the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____



(Signature)

(Please print name legibly)

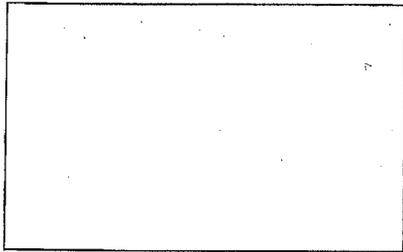
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the CITY OF SEATTLE, CITY LIGHT DEPARTMENT, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____



(Signature)

(Please print name legibly)

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____



Mary Davis
SCL ST Central Link Light Rail ORD ATT 1
March 26, 2012
Version#3

EXHIBIT A

**See Attached
Stipulated Judgment and Decree of Appropriation**

- 6 -

ST #740 - RV - 325



Mary Davis
SCL ST Central Link Light Rail ORD ATT 1
March 26, 2012
Version#3

AFTER RECORDING MAIL TO:

Name Matthew R. Hansen
Address Pier 70
2801 Alaskan Way, Suite 300
City/State Seattle, WA 98121



R1325/327

Document Title(s): (or transactions contained therein)

1. Stipulated Judgment and Decree of Appropriation

Claimant(s): (Last name first, then first name and initials)

1. Central Puget Sound Regional Transit Authority, d/b/a Sound Transit

Aggrieved Party(s): (Last name first, then first name and initials)

1. Rainier Pacific Company, a Washington corporation
2. San Gennaro Foods, Inc., a Washington corporation
3. D.A. Graphics, Inc., a Washington corporation
4. MQM, L.L.C., a Washington limited liability company, dba M O M Auto Repair
5. The Lucks Company, a Washington corporation
6. Congress Financial Corporation (Northwest), an Oregon corporation
7. King County, a municipal corporation
8. All Unknown Owners and All Unknown Tenants

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/ quarter)

PTN. NW ¼ NE ¼ 3-23-4

- Complete legal descriptions can be found in Exhibit 1(a) to the attached Stipulated Judgment and Decree of Appropriation.

Assessor's Property Tax Parcel/Account Number(s):

032304-9139 & 032304-9054



FILED
05 FEB 24 AM 11:42
KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA.

The Honorable Paris K. Kallas

CERTIFIED
COPY

SUPERIOR COURT OF WASHINGTON
FOR KING COUNTY

CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY, a regional transit
authority, dba Sound Transit,

Petitioner,

vs.

RAINIER PACIFIC COMPANY, a Washington
corporation, et al.,

Respondents.

No. 03-2-39459-9SEA

STIPULATED JUDGMENT AND DECREE
OF APPROPRIATION

Tax Parcel No. 032304-9139
Tax Parcel No. 032304-9054

(CLERK'S ACTION REQUIRED)

JUDGMENT SUMMARY - JUDGMENT AFFECTING TITLE

1. Abbrev. Legal Description of Property PTN. NW 1/4 NE 1/4, 3-23-4
2. Petitioner Central Puget Sound Regional Transit Authority
3. Vested Fee Owners Rainier Pacific Company
4. Just Compensation Amt \$130,000.00
5. Costs and Fees Sound Transit to pay \$5,000.00 to the vested owner, without deposit with the court, for actual appraisal fees incurred upon presentation of invoice/receipt. Otherwise, each party to bear its own costs and expert and attorney fees.
6. Prejudgment Interest Included in Principal Judgment Amount.
7. Unpaid Just Compensation Amount shall bear interest at the statutory rate from the date this Decree is entered until the unpaid balance of the Just Compensation Amount is paid into the registry of the Court in the manner set forth herein.

STIPULATED JUDGMENT AND DECREE
OF APPROPRIATION -- 1

GRAHAM & DUNN PC
Pier 70 ~ 2801 Alaskan Way ~ Suite 300
Seattle, Washington 98121-1128
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ORIGINAL

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STIPULATION

THIS MATTER having come before the Court upon Petition of the Central Puget Sound Regional Transit Authority ("Petitioner"), seeking:

- 1) A determination of just compensation to be paid in money for the taking and appropriation of the subject property;
- 2) A judgment and decree of the Court providing for payment of the just compensation so determined; and
- 3) A decree of appropriation appropriating certain property rights, title and interests to the subject property in Petitioner.

Petitioner through its attorneys Larry J. Smith and Jeffrey A. Beaver of Graham & Dunn, and Respondent Rainier Pacific Company through its attorneys George Akers and Joseph Brown of Montgomery Purdue Blankinship & Austin PLLC, hereby stipulate to the following Facts and consent to entry of the following Judgment and Decree of Appropriation.

FACTS

1. Rainier Pacific Company ("Rainier") is the vested owner of the real property identified as King County Tax Parcel Nos. 032304-9139 and 032304-9054, and legally described in **Exhibit 1(a)** (Tax Parcel No. 032304-9139) ("Parcel No. 1") and **Exhibit 1(b)** (Tax Parcel No. 032304-9054) ("Parcel No. 2") to this Decree. Exhibits 1(a) and 1(b) hereto are incorporated here by this reference (Parcel No. 1 and Parcel No. 2 are hereinafter collectively referred to as the "Parcels").

2. Specifically, with this condemnation, Petitioner seeks to appropriate a portion of Parcel No. 1 in fee simple absolute, as legally described in **Exhibit 2** to this Decree (the "Fee Take Area"). Petitioner also seeks to appropriate a permanent taking of a portion the Parcel No. 1 for two (2) permanent easements, as legally described in **Exhibit 3** to this Decree (the "Permanent Easement Area"), pursuant to the terms of the Easement for Guy Wires and Anchors (the "Permanent Easement") in substantially the form of Exhibit 3. Petitioner also seeks to appropriate a temporary taking of a portion of the Parcels for two (2) temporary construction easements, one as to Parcel No. 1 and one as to Parcel No. 2, as legally described and depicted in

STIPULATED JUDGMENT AND DECREE
OF APPROPRIATION -- 2

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1 Exhibit 4 to this Decree (the "TCE Area"), pursuant to the terms of the Temporary Construction
2 Easement (the "TCE") in substantially the form of Exhibit 4. Exhibits 2, 3 and 4 to this Decree
3 collectively describe the "Condemned Property and Property Interests" and are incorporated here
4 by this reference.

5 3. Petitioner seeks to appropriate the Condemned Property and Property Interests in
6 connection with the Central Link Light Rail project and its related facilities (the "Project"), as
7 contemplated in Petitioner's Resolution No. 2002-03.

8 4. An Order Adjudicating Public Use and Necessity was entered in this case on December
9 19, 2003.

10 5. A Stipulated Order Granting Petitioner Immediate Possession and Use to the Condemned
11 Property and Property Interests was entered in this case on January 16, 2004. That same day, in
12 satisfaction of the parties' stipulation and in anticipation of that Order, Petitioner deposited into
13 the registry of the court the sum of Five Thousand Seven Hundred and No/100 Dollars
14 (\$5,700.00).

15 6. Rainier Pacific Company, as the vested owner, and Petitioner have agreed, through
16 settlement, that the total just compensation to be paid by Petitioner for the taking and
17 appropriating of the Condemned Property and Property Interests is One Hundred Thirty
18 Thousand and No/100 Dollars (\$130,000.00). This amount includes all compensation owed by
19 Petitioner based on the appropriation of the Condemned Property and Property Interests,
20 including any damage to the remainder, claims for reimbursement and cost to cure,
21 considerations of interest and of expert and attorney fees and costs (but not including the
22 \$5,000.00 in appraisal fees to be paid without deposit to the court as provided for in the judgment
23 summary).

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STIPULATED JUDGMENT AND DECREE
OF APPROPRIATION -- 3

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Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599



1
2 Stipulated and Agreed to this ____ day of _____, 2005, by: Stipulated and Agreed to this 3rd day of February, 2005, by:
3 GRAHAM & DUNN MONTGOMERY PURDUE BLANKINSHIP
4 & AUSTIN PLLC
5
6 By _____ By Joseph C Brown Jr
7 Larry J. Smith, WSBA# 13648 George Akers, WSBA# 00498
Jeffrey A. Beaver, WSBA# 16091 Joseph Brown, WSBA# 17991
Attorneys for Petitioner Attorneys for Rainier Pacific

8 **JUDGMENT AND DECREE**

9 **NOW, THEREFORE**, in accordance with the parties' stipulation and agreement, it is
10 hereby **ORDERED, ADJUDGED AND DECREED** as follows:

11 1. That the sum of One Hundred Thirty Thousand and No/100 Dollars (\$130,000.00)
12 represents the just compensation to be paid by Petitioner for the taking and appropriation in fee
13 simple absolute of the Fee Take Area (as legally described in Exhibit 2 to this Decree), the
14 permanent taking and appropriation of the Permanent Easement Area (as legally described in
15 Exhibit 3 to this Decree) pursuant to the terms of the Permanent Easement (in substantially the
16 form of Exhibit 3 to this Decree), and the temporary taking and appropriation of the TCE Area
17 (as legally described and depicted in Exhibit 4 to this Decree) pursuant to the terms of the TCE
18 (in substantially the form of Exhibit 4 to this Decree). This amount includes all compensation
19 owed by Petitioner based on the appropriation of the Condemned Property and Property Interests,
20 including any damage to the remainder, claims for reimbursement and cost to cure,
21 considerations of interest and of expert and attorney fees and costs (but not including the
22 \$5,000.00 in appraisal fees to be paid without deposit to the court as provided for in the judgment
23 summary).

24 2. The parties acknowledge that Petitioner's payment of Five Thousand Seven
25 Hundred and No/100 Dollars (\$5,700.00) into the court registry, at the time Petitioner was
26 granted immediate possession and use of the Condemned Property and Property Interests,

STIPULATED JUDGMENT AND DECREE
OF APPROPRIATION -- 4

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1 represents partial payment of the One Hundred Thirty Thousand and No/100 Dollars
2 (\$130,000.00). Therefore, in order to satisfy the monetary requirements of this Decree, Petitioner
3 need only deposit One Hundred Twenty-Four Thousand Three Hundred and No/100 Dollars
4 (\$124,300.00) (the "Deposit").

5 3. That upon Petitioner's payment of One Hundred Twenty-Four Thousand Three
6 Hundred and No/100 Dollars (\$124,300.00) into the registry of the court,

7 a) All claims to the Fee Take Area, by all named Respondents in this action, and those
8 claiming by, through or under them, shall be forever extinguished, and Petitioner shall
9 be deemed to have appropriated the Fee Take Area and be fully vested with all right,
10 title and interest to the Fee Take Area; and

11 b) Petitioner shall be deemed to have appropriated a permanent taking of the Permanent
12 Easement Area and the Permanent Easement shall be granted to Petitioner, with all of
13 the rights and restrictions as described therein, which restrictions shall bind all named
14 Respondents in this action, and those claiming by, through or under them; and

15 c) Petitioner shall be deemed to have appropriated a temporary taking of the TCE Area
16 and the TCE shall be granted to Petitioner, with all of the rights and restrictions as
17 described therein, which restrictions shall bind all named Respondents in this action,
18 and those claiming by, through or under them.

19 4. The Deposit is subject to any liens of taxes, including surface water management
20 service charges. The Clerk of the Court shall not disburse any of the funds deposited until after
21 receiving proof, sufficient to the Clerk of the Court, that any such liens have been paid to the City
22 and/or County Treasurer and all such liens discharged. Chap. 84.60 RCW.

23 ///

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25 ///

26 .

STIPULATED JUDGMENT AND DECREE
OF APPROPRIATION -- 5

GRAHAM & DUNN PC
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5. That a certified copy of this Decree shall be filed in the Office of the County Auditor and shall be recorded by such Auditor like a deed of real estate with like effect.

DONE IN OPEN COURT this 23 day of 2, 2005.

Jud. Jan for
JUDGE/COURT COMMISSIONER
Judge Paris Kallas
JUDGE LINDA LAU

Stipulated to and Presented by:

Stipulated to; Copy received; Notice of Presentation Waived; Approved as to Form:

GRAHAM & DUNN, PC

MONTGOMERY PURDUE BLANKINSHIP & AUSTIN PLLC

By *Larry J. Smith* WSBA# 182016
Larry J. Smith, WSBA# 13648
Jeffrey A. Beaver, WSBA# 16091
Attorneys for Petitioner

By *Joseph C Brown*
George Akers, WSBA# 00498
Joseph Brown, WSBA# 17991
Attorneys for Rainier Pacific

Presented in Ex Parte:

By: _____

KCBA#
Law Clerk / Paralegal

STIPULATED JUDGMENT AND DECREE OF APPROPRIATION -- 6

GRAHAM & DUNN PC
Pier 70 ~ 2801 Alaskan Way ~ Suite 300
Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599

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Mary Davis
SCL ST Central Link Light Rail ORD ATT 1
March 26, 2012
Version#3

Exhibit 3



Mary Davis
SCL ST Central Link Light Rail ORD ATT 1
March 26, 2012
Version#3

SEATTLE CITY LIGHT
Real Estate Services
700 Fifth Avenue, Suite 3012
Seattle, WA 98104-5031

EASEMENT (Guy Wires and Anchors)
P.M.#230403-1-017; CF#
King County Assessor's No. 032304-9139

THIS INDENTURE, made this 10th day of DECEMBER 2004, between
RAINIER PACIFIC COMPANY, a Washington corporation, hereinafter called the Grantor;
and the CITY OF SEATTLE, a municipal corporation, hereinafter called the Grantee;
WITNESSETH:

That the Grantor, for and in consideration of the sum of one Dollar (\$1.00) and other
valuable consideration, receipt of which is hereby acknowledged, hereby conveys and
grants to the Grantee, its successors and assigns, the right, privilege and authority to install,
construct, erect, alter, improve, repair and maintain guy wires and anchors for overhead
utilities across, over, upon and under the following described lands and premises situated in
the County of King, State of Washington:

That portion of the northwest quarter of the northeast quarter of Section 3,
Township 23 North, Range 4 East, W.M., in King County, Washington,
described as follows:

Beginning at the point of intersection of the northerly line of said
subdivision with the easterly margin of Martin Luther King Jr. Way;
thence South 88°30'09" East, along said subdivision line, 10.00 feet;
thence South 05°33'04" East, 9.00 feet;
thence North 88°30'09" West, 10.00 feet to a point on the easterly line of
Martin Luther King Jr. Way;
thence northerly along said easterly line and along a non-tangent curve to the
left having a radius of 4050.00 feet, a radial bearing of South 84°30'25"
West, through a central angle of 00°07'36", for an arc length of 9.00 feet to
the point of beginning.
(Containing 89 square feet more or less.)

ST #740 - RV-325

Page 1 of 4



ALSO, that portion of the northwest quarter of the northeast quarter of Section 3, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the point of intersection of the northerly line of said subdivision with the easterly margin of Martin Luther King Jr. Way; Thence southerly along said easterly line and along a non-tangent curve to the right having a radius of 4050.00 feet, a radial bearing of South 81°33'01" West, through a central angle of 04°55'01", for an arc length of 348.55 feet;
Thence South 03°31'59" East, along said easterly line, 110.81 feet;
Thence North 88°05'23" East, 3.01 feet to the TRUE POINT OF BEGINNING;
Thence South 88°05'23" East, 12.05 feet;
Thence South 03°31'59" East, 10.05 feet;
Thence North 88°05'23" West, 12.05 feet;
Thence North 03°31'59" West, 10.05 feet to the true point of beginning.
(Containing 120 square feet more or less.)

**LEGAL DESCRIPTION
BY DF 29 OCT 2003**

Together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from said lands across adjacent lands of the Grantor for the purpose of constructing, reconstructing, repairing, renewing, altering and changing said guy wires and anchors, and the right at any time to remove said guy wires and anchors from said lands.

Also the right to the Grantee, its successors and assigns, at all times to cut and trim brush, trees or other plants standing or growing upon said lands which, in the opinion of the Grantee, interfere with the maintenance or operation of the system, or constitute a menace or danger to said electric system.

The Grantor, its administrators, successors and assigns, hereby covenant and agree that no structure or fire hazards will be erected or permitted within the above described easement area without prior written approval from the Grantee, its successors and assigns; and that no blasting or discharge of any explosives will be permitted within fifty (50) feet of said lines and appurtenances.

It is understood and agreed that the City of Seattle is to be responsible, as provided by law, for any damage resulting to the Grantor through its negligence in the construction



and maintenance of said guy wires and anchors across, over, under and upon the property of said Grantor,

The right, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors and assigns, shall permanently remove said guy wires and anchors, at which time all such right, title, privilege and authority hereby granted shall terminate.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

RAINIER PACIFIC COMPANY,
a Washington corporation

By: Robert H. Stack
Name: ROBERT H. STACK
Its PRESIDENT
Title

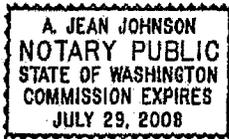
By: _____
Name: _____
Its _____
Title



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 10th day of DECEMBER 2014, before me personally appeared ROBERT H. STACK, to me known to be the PRESIDENT and _____ to me known to be the _____, of RAINIER PACIFIC COMPANY, the corporation that executed the within and foregoing instrument, and he/she/they acknowledged that said instrument was the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and he/she/they on oath stated that he/she/they was/were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

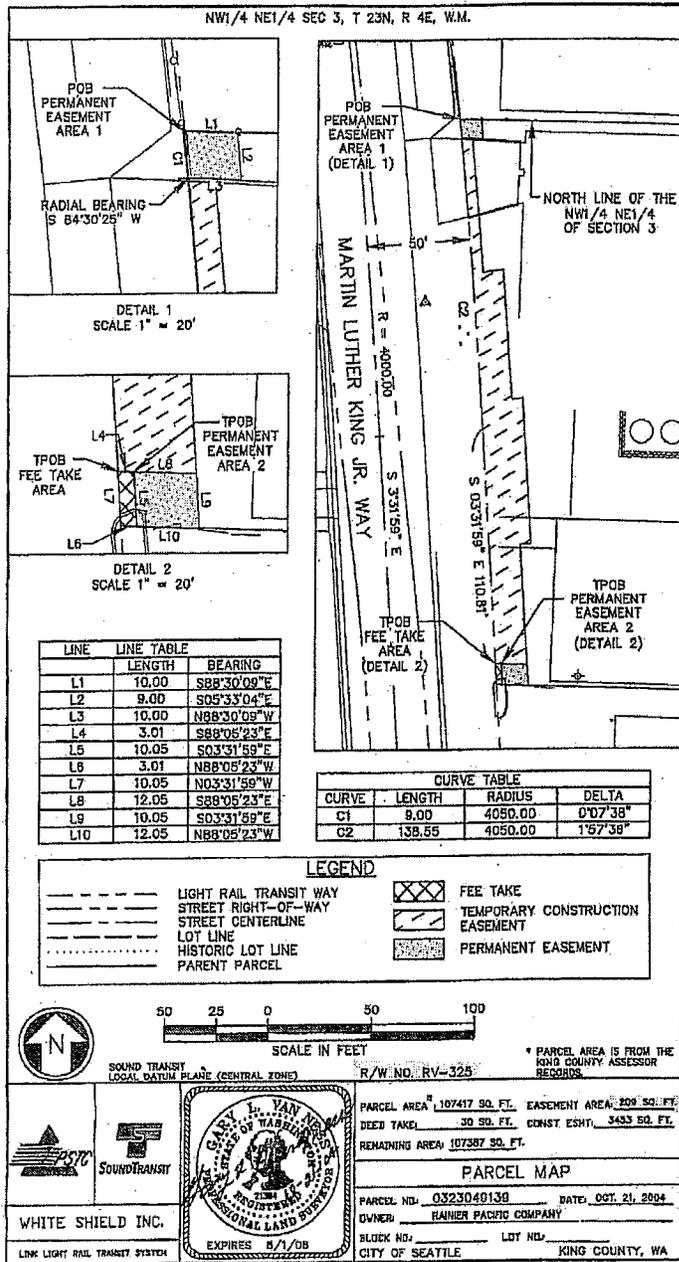


A. Jean Johnson
(Signature)
A JEAN JOHNSON
(Please print name legibly)

NOTARY PUBLIC in and for the State of
Washington, residing at King Co.
My commission expires: 7/29/08

esm\rainierpacific.ez





Mary Davis
SCL ST Central Link Light Rail ORD ATT 2
March 26, 2012
Version#3

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Seattle City Light
Real Estate Services, SMT 3012
Attention: Mary Davis
700 - 5th Ave., Suite 3200
P.O. Box 34023
Seattle, WA 98124-9871

ASSIGNMENT OF UTILITY EASEMENT

Grantor: CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY

Grantee: CITY OF SEATTLE

Legal Description:

Abbreviated Legal: A Portion of Lot 1, KC SP 77-97, Rec. No. 7712090559

Full Legal: See Exhibit 4 of the Stipulation and Order Adding Party and Decree of Appropriation, which is attached hereto as Exhibit A

**Property Tax
Parcel Number:** 032304-9235

Related Documents: Stipulation and Order Adding Party and Decree of Appropriation recorded on September 24, 2007 under file number 20070924002301

THIS ASSIGNMENT OF UTILITY EASEMENT is made and given as of the ____ day of 2011, by the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority d/b/a Sound Transit ("Grantor"), to and for the benefit of the CITY OF SEATTLE and its City Light Department ("Grantee").

- 1 -

ST #740 - RV - 335



RECITALS

A. Pursuant to the terms of that certain Stipulation and Order Adding Party and Decree of Appropriation entered in the Superior Court of Washington for King County, Cause No. 04-2-02393-9 as of September 14, 2007 (the "Decree"), and recorded on September 24, 2007 under file number 20070924002301, Grantor was awarded the Condemned Property and Property Interests (as defined in the Decree) upon payment of a stated sum of money into the registry of the court.

B. A portion of the Condemned Property consists of a utility easement over, under, upon and across the real property legally described in Exhibit A attached hereto (the "Utility Easement") to which, Grantor has the right, title and interest pursuant to the terms of the Decree. The purpose of the Utility Easement is for underground and surface rights.

C. The terms of the Utility Easement allow Grantor to convey and assign to Grantee all of its right, title and interest in the Utility Easement.

D. Pursuant to Resolution R2002-03, Grantor is authorized to execute such agreements as are customary and necessary for the disposal of real property interests.

NOW, THEREFORE, the parties agree as follows:

1. Transfer and Assignment. Grantor hereby transfers, assigns, delivers and conveys to Grantee, its successors and assigns, all right, title and interest of Grantor in, to and under the Utility Easement (Exhibit A to the Decree, which is attached hereto as Exhibit A).
2. Acceptance of Utility Easement. Grantee hereby accepts the conveyance and assignment of the Utility Easement made by Grantor.
3. Indemnification. Grantor shall have no further liability under the Utility Easement and Grantee shall bear and assume all rights and obligations of Grantor and shall be bound by the terms and conditions contained herein. Grantee agrees to indemnify, defend and hold Grantor harmless with respect to liability, loss, damage and expenses, including costs and reasonable attorneys' fees, incurred by Grantor, its officers, employees and agents arising with respect to the use of the Utility Easement from and after the date hereof.
4. Governing Law. This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of Washington.



5. Binding Effect. This Assignment shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of only the parties hereto.

IN WITNESS WHEREOF, Grantor has executed this Assignment as of the date first above written.

GRANTOR:

CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY, a regional transit authority

By: _____

Approved as to form:

By: Jennifer Belk
Sound Transit Legal Dept.

GRANTEE:

CITY OF SEATTLE AND ITS CITY LIGHT DEPARTMENT

By: _____

Title: _____

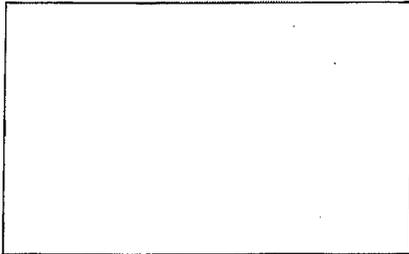
Date: _____



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 was authorized to execute the instrument and acknowledged it as the _____ of the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____



(Signature)

(Please print name legibly)

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

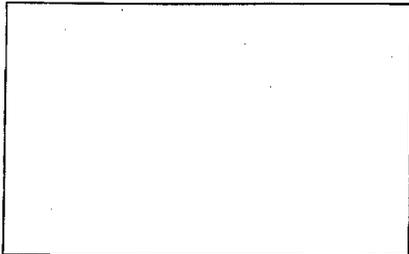


Mary Davis
SCL ST Central Link Light Rail ORD ATT 2
March 26, 2012
Version#3

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 was authorized to execute the instrument and acknowledged it as the _____ of the CITY OF SEATTLE, CITY LIGHT DEPARTMENT, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____



(Signature)

(Please print name legibly)

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____



Mary Davis
SCL ST Central Link Light Rail ORD ATT 2
March 26, 2012
Version#3

EXHIBIT A

**See Attached
Stipulation and Order Adding Party and Decree of Appropriation**

- 6 -

ST #740 - RV - 335



AFTER RECORDING MAIL TO:

Name Ahmad L. Corner
Address Pier 70
2801 Alaskan Way, Suite 300
City/State Seattle, WA 98121



20070924002301

GRAHAM & DUNN J 83.00
PAGE 001 OF 044
09/24/2007 15:14
KING COUNTY, WA

Document Title(s): (or transactions contained therein)

1. Stipulation and Order Adding Party and Decree of Appropriation

Claimant(s): (Last name first, then first name and initials)

1. Central Puget Sound Regional Transit Authority, d/b/a Sound Transit

Aggrieved Party(s): (Last name first, then first name and initials)

1. Frank Coluccio and Jane Doe Coluccio, individually and the marital community composed thereof;
2. Frank Coluccio Construction Company, a Washington corporation
3. Safeco Credit Company, a Washington corporation
4. Washington Mutual Bank;
5. Transport International Pool, Inc., a Pennsylvania corporation
6. Nelson Trucking Co., Inc., a Washington corporation
7. King County, a municipal corporation
8. All Unknown Owners and All Unknown Tenants

Abbreviated Legal Descriptions as follows: (i.e. lot/block/plat or section/township/range/quarter/ quarter)

PORTION LOTS 12-14 OF STURTEVANT'S RAINIER BEACH VALLEY
TRACTS, VOL. 12, P. 40; SECTION 3, TOWNSHIP 23N, RANGE 4E, NW
QUARTER, NE QUARTER; PORTION LOT 1, SEATTLE SP 77-94, REC.
7712090559; LOT 2, SP 77-94, REC. 7712090559

Complete legal description can be found in Exhibit 1 to attached Stipulation and Order Adding Party and Decree of Appropriation.

Assessor's Property Tax Parcel/Account Number(s):

807200-0116; 032304-9134; 032304-9235; and 032304-9236

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JUDGE LINDA LAU
DEPARTMENT 49

FILED
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KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA.

The Honorable Linda Lau

CERTIFIED
COPY

SUPERIOR COURT OF WASHINGTON
FOR KING COUNTY

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority, dba Sound Transit,) No. 04-2-02393-9 SEA
Petitioner,) STIPULATION AND ORDER ADDING PARTY AND DECREE OF APPROPRIATION
vs.) Tax Parcel No. 807200-0116
FRANK COLUCCIO CONSTRUCTION COMPANY, a Washington corporation, et al,) Tax Parcel No. 032304-9134
Respondents.) Tax Parcel No. 032304-9235
) Tax Parcel No. 032304-9236

JUDGMENT SUMMARY – JUDGMENT AFFECTING TITLE

1. Abbreviated Legal Description: Portion Lots 12-14 of Sturtevant's Rainier Beach Valley Tracts, Vol. 12, P. 40; Section 3, Township 23n, Range 4E, NW Quarter, NE Quarter; Portion Lot 1, Seattle Sp 77-94, Rec. 7712090559; Lot 2, Sp 77-94, Rec. 7712090559.
2. Petitioner: Central Puget Sound Transit Regional Transit Authority
3. Vested Fee Owners: Frank Coluccio Construction Company and 9801 MLK, LLC
4. Just Compensation Amount: \$22,572.00
5. Costs and Fees: Each party to bear its own costs and expert and attorney fees.
6. Pre Judgment Interest: Included in Principal Judgment Amount.
7. Unpaid Just Compensation Amount shall bear interest at the statutory rate from the

STIPULATION AND ORDER ADDING
PARTY AND DECREE OF
APPROPRIATION -- 1

GRAHAM & DUNN PC
Flr 70 ~ 2801 Alaskan Way ~ Suite 300
Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599

ORIGINAL

M29541-485662_5



1 date this Decree is entered until the unpaid balance of the Just Compensation
2 Amount is paid into the registry of the Court in the manner set forth herein.

3 **STIPULATION**

4 THIS MATTER having come before the Court upon the Petition of the Central Puget
5 Sound Regional Transit Authority ("Petitioner"), seeking:

- 6 1) A determination of just compensation to be paid in money for the taking
7 and appropriation of the subject property;
8 2) A judgment and decree of the Court providing for payment of the just
9 compensation so determined; and
10 3) A decree of appropriation appropriating certain property rights, title and
interests to the subject property in Petitioner.

11 Petitioner through its attorneys Larry J. Smith and Jeffrey A. Beaver of Graham & Dunn,
12 and Frank Coluccio Construction Company, Frank Coluccio and 9801 MLK, LLC, through their
13 attorney Christopher A. Coluccio, hereby stipulate to the following Facts and consent to entry of
14 the following Judgment and Decree.

15 **FACTS**

16 1. At the time that Petitioner commenced this condemnation action, Respondent
17 Frank Coluccio Construction Company and Respondent Frank Coluccio were the vested owners
18 of real property identified as King County Tax Parcel No. ("TPN") 807200-0116 (Parcel A),
19 TPN 032304-9134 (Parcel B), TPN 032304-9235 (Parcel C), and TPN 032304-9236 (Parcel D),
20 all in Seattle, King County, Washington (collectively the "Parcels"). The Parcels are legally
described in **Exhibit 1** to this Decree.

21 2. Petitioner is appropriating a portion of the Parcels for the construction, operation
22 and maintenance of the Central Link Light Rail and related facilities as contemplated in Sound
23 Transit Resolution No. R2002-03.

24 3. Specifically, with this condemnation action, Petitioner seeks to
25 appropriate:
26

STIPULATION AND ORDER ADDING
PARTY AND DECREE OF
APPROPRIATION -- 2

M29541-485662_5

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Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599



- 1 a. a permanent taking of a portion of Parcel A for a permanent easement for
2 street purposes, as legally described in **Exhibit 2** to this Decree (the "RV-
3 321 Permanent Easement Area"), pursuant to the terms of the Deed for
4 Street Purposes (the "RV-321 Deed for Street Purposes") in the form of
5 Exhibit 2;
- 6 b. a permanent taking of a portion of Parcel C for a permanent easement for
7 street purposes, as legally described in **Exhibit 3** to this Decree (the "RV-
8 335 Permanent Easement Area"), pursuant to the terms of the Deed for
9 Street Purposes (the "RV-335 Deed for Street Purposes") in the form of
10 Exhibit 3;
- 11 c. a permanent taking of a portion of Parcel C for a permanent guy wires and
12 anchors easement, as legally described in **Exhibit 4** to this Decree ("RV-
13 335 Guy Wire Easement Area"), pursuant to the terms of the Easement
14 (Guy Wires and Anchors) ("RV-335 Guy Wires Easement") in the form of
15 Exhibit 4;
- 16 d. a temporary taking of a portion of Parcels A and B for a temporary
17 construction easement, as legally described and depicted in **Exhibit 5** to
18 this Decree ("RV-321 & RV-323 TCE Area"), pursuant to the terms of the
19 Temporary Construction Easement ("RV-321 & RV-323 TCE") in the
20 form of Exhibit 5;
- 21 e. a temporary taking of a portion of Parcels C and D for a temporary
22 construction easement, as legally described and depicted in **Exhibit 6** to
23 this Decree ("RV-335 & RV-338 TCE Area"), pursuant to the terms of the
24 Temporary Construction Easement ("RV-335 & RV-338 TCE") in the
25 form of Exhibit 6.
26

STIPULATION AND ORDER ADDING
PARTY AND DECREE OF
APPROPRIATION -- 3

M29541-485662_5

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Seattle, Washington 98121-4128
(206) 624-8300/Fax: (206) 340-9599



1 Exhibits 2, 3, 4, 5 and 6 (collectively the "Condemned Property") are incorporated here
2 by this reference.

3 4. An Order Adjudicating Public Use and Necessity was entered in this case
4 on March 2, 2004.

5 5. A Stipulation for and Order Granting Immediate Possession and Use to the
6 Condemned Property was entered in this case on March 29, 2004. That same day, in
7 satisfaction of Petitioner's monetary obligation under that Order, Petitioner deposited into
8 the registry of the court the sum of Twenty-Two Thousand Five Hundred Seventy-Two
9 and No/100 Dollars (\$22,572.00).

10 6. Thereafter, on or about September 8, 2004, by Quit Claim Deed recorded
11 under King County Recorder's No. 20040920000327, Frank Coluccio conveyed title to
12 Parcel C to 9801 MLK, LLC. This conveyance was subject to the March 29, 2004
13 Stipulation for and Order Granting Immediate Possession and Use in favor of Petitioner.

14 7. Frank Coluccio no longer owns an interest in the Parcels.

15 8. Petitioner, Frank Coluccio Construction Company, Frank Coluccio and
16 9801 MLK, LLC, agree, in light of this change in ownership of one of the subject parcels,
17 that the Petition in Eminent Domain should be amended to add 9801 MLK, LLC as a
18 named Respondent in this action and that 9801 MLK, LLC should be bound by all orders
19 previously entered in this condemnation action.

20 9. Frank Coluccio Construction Company and 9801 MLK, LLC, as the
21 current vested owners of the Parcels (hereinafter "Coluccio"), and Petitioner have agreed,
22 through settlement, that the total just compensation to be paid by Petitioner for the taking
23 and appropriation of the Condemned Property is Twenty-Two Thousand Five Hundred
24 Seventy-Two and No/100 Dollars (\$22,572.00). This amount includes all compensation
25 owed by Petitioner based on the appropriation of the Condemned Property, including any
26

STIPULATION AND ORDER ADDING
PARTY AND DECREE OF
APPROPRIATION -- 4

M29541-485662_5

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Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599



1 damage to the remainder, claims for reimbursement and cost to cure, considerations of
2 interest and of expert and attorney fees and costs.

3 10. Petitioner and Coluccio acknowledge that Petitioner's payment of Twenty-
4 Two Thousand Five Hundred Seventy-Two and No/100 Dollars (\$22,572.00) into the
5 court registry, at the time Petitioner was granted immediate possession and use of the
6 Condemned Property, represents full satisfaction of its monetary obligations under this
7 Decree for the Condemned Property.

8
9 Stipulated and Agreed to this 6th day of September, 2007, by:

Stipulated and Agreed to this 4th day of September, 2007, by:

10 GRAHAM & DUNN

CHRISTOPHER A. COLUCCIO
ATTORNEY AT LAW

11
12 By [Signature]
13 Larry J. Smith, WSBA# 13648
Jeffrey A. Beaver, WSBA# 16091
14 Attorneys for Petitioner

11
12 By [Signature]
13 Christopher A. Coluccio, WSBA# 20929
14 Attorney for Respondents Frank Coluccio
Construction Company, Frank Coluccio and
9801 MLK, LLC

15 **JUDGMENT AND DECREE**

16 NOW, THEREFORE, in accordance with the parties' stipulation and agreement, it is
17 hereby **ORDERED, ADJUDGED AND DECREED:**

18 1. That the Petition in Eminent Domain on file herein is hereby amended to add
19 9801 MLK, LLC, the vested owner of Parcel C, as a named Respondent and 9801 MLK, LLC is
20 hereby deemed bound by any order previously entered herein.

21 2. That the sum of Twenty-Two Thousand Five Hundred Seventy-Two and No/100
22 Dollars (\$22,572.00) represents the just compensation to be paid by Petitioner for the permanent
23 taking and appropriation of the RV-321 Permanent Easement Area (as legally described in
24 Exhibit 2 to this Decree) pursuant to the terms of the RV-321 Deed for Street Purposes (in the
25 form of Exhibit 2 to this Decree), the permanent taking and appropriation of the RV-335
26

STIPULATION AND ORDER ADDING
PARTY AND DECREE OF
APPROPRIATION -- 5

GRAHAM & DUNN PC
Pier 70 - 2801 Alaskan Way - Suite
300
Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599

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1 of the RV-335 Deed for Street Purposes (in the form of Exhibit 3 to this Decree), the permanent
2 taking of the RV-335 Guy Wire Easement Area (as legally described in Exhibit 4 to this Decree)
3 pursuant to the terms of the RV-335 Guy Wires Easement (in the form of Exhibit 4 to this
4 Decree), the temporary taking of the RV-321 & RV-323 TCE Area (as legally described and
5 depicted in Exhibit 5 to this Decree) pursuant to the terms of the RV-321 & RV-323 TCE (in the
6 form of Exhibit 5 to this Decree), and the temporary taking of the RV-335 & RV-338 TCE Area
7 (as legally described and depicted in Exhibit 6 to this Decree) pursuant to the terms of the RV-
8 335 & RV-338 TCE (in the form of Exhibit 6 to this Decree) (collectively the "Condemned
9 Property"). This amount includes all compensation owed by Petitioner based on the
10 appropriation of the Condemned Property, including any damage to the remainder, claims for
11 reimbursement and cost to cure, considerations of interest and of expert and attorney fees and
12 costs.

13 3. That Petitioner's payment of Twenty-Two Thousand Five Hundred Seventy-Two
14 and No/100 Dollars (\$22,575.00) into the court registry, at the time Petitioner was granted
15 immediate possession and use of the Condemned Property, represents payment in full of all just
16 compensation due for the Condemned Property. Therefore, Petitioner need not deposit any
17 additional funds in order to satisfy the monetary requirements of this Decree.

18 4. That upon entry of this Decree with the court,
19 a) Petitioner shall be deemed to have appropriated a permanent taking of the RV-321
20 Permanent Easement Area, as legally described in Exhibit 2, and the RV-321
21 Deed for Street Purposes in the form of Exhibit 2 shall be granted to Petitioner,
22 with all of the rights and restrictions as described therein, which restrictions shall
23 bind all named Respondents in this action, and those claiming by, through or
24 under them; and
25 b) Petitioner shall be deemed to have appropriated a permanent taking of the RV-335
26 Permanent Easement Area, as legally described in Exhibit 3, and the RV-335

STIPULATION AND ORDER ADDING
PARTY AND DECREE OF
APPROPRIATION -- 6

M29541-485662_5

GRAHAM & DUNN pc
Pier 70 ~ 2801 Alaskan Way ~ Suite 300
Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599



1 Deed for Street Purposes in the form of Exhibit 3 shall be granted to Petitioner,
2 with all of the rights and restrictions as described therein, which restrictions shall
3 bind all named Respondents in this action, and those claiming by, through or
4 under them; and
5 c) Petitioner shall be deemed to have appropriated a permanent taking of the RV-335
6 Guy Wire Easement Area, as legally described in Exhibit 4, and the RV-335 Guy
7 Wires Easement in the form of Exhibit 4 shall be granted to Petitioner, with all of
8 the rights and restrictions as described therein, which restrictions shall bind all
9 named Respondents in this action, and those claiming by, through or under them;
10 and
11 d) Petitioner shall be deemed to have appropriated a temporary taking of the RV-321
12 & RV-323 TCE Area, as legally described and depicted in Exhibit 5, and the RV-
13 321 & RV 323 TCE in the form of Exhibit 5 shall be granted to Petitioner, with
14 all of the rights and restrictions as described therein, which restrictions shall bind
15 all named Respondents in this action, and those claiming by, through or under
16 them; and
17 e) Petitioner shall be deemed to have appropriated a temporary taking of the RV-335
18 & RV-338 TCE Area, as legally described and depicted in Exhibit 6, and the RV-
19 335 & RV 338 TCE in the form of Exhibit 6 shall be granted to Petitioner, with
20 all of the rights and restrictions as described therein, which restrictions shall bind
21 all named Respondents in this action, and those claiming by, through or under
22 them.
23 5. That a certified copy of this Decree shall be filed in the Office of the County
24 Auditor and shall be recorded by such Auditor like a deed of real estate with like effect.
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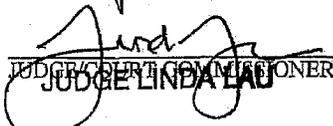
STIPULATION AND ORDER ADDING
PARTY AND DECREE OF
APPROPRIATION -- 7
M29541-485662_5

GRAHAM & DUNN PC
Pier 70 ~ 2801 Alaskan Way ~ Suite 300
Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599



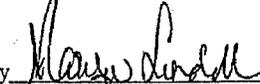
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DONE IN OPEN COURT this 14 day of September, 2007.


JUDGE LINDA LAU
JUDGE OF THE PETITIONER

Stipulated to and Presented by:

GRAHAM & DUNN, PC

By 
Larry J. Smith, WSBA# 13648
Marisa Velling Lindell, WSBA# 18201
Attorneys for Petitioner

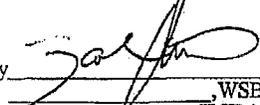
Stipulated to; Copy received; Notice of
Presentation Waived; Approved as to Form:

CHRISTOPHER A. COLUCCIO
ATTORNEY AT LAW

By 
Christopher A. Coluccio, WSBA# 20929
Attorney for Respondents Frank Coluccio
Construction Company, Frank Coluccio and
9801 MLK, LLC

Presented Ex Parte by:

GRAHAM & DUNN, PC

By  WSBA# 38118
_____, WSBA# _____
_____, KCBA No. _____
Attorney / Legal Intern / Paralegal

STIPULATION AND ORDER ADDING
PARTY AND DECREE OF
APPROPRIATION - 8

m29541-485662_5.doc

GRAHAM & DUNN PC
Pier 70 - 2801 Alaskan Way - Suite
300
Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599



Mary Davis
SCL ST Central Link Light Rail ORD ATT 2
March 26, 2012
Version#3

Exhibit 4



Mary Davis
SCL ST Central Link Light Rail ORD ATT 2
March 26, 2012
Version#3

When Recorded Return To:

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

EASEMENT (Guy Wires and Anchors)
P.M.#230403-1-16; CF# _____
King County Assessor's No. 032304-9235

THIS INDENTURE, made this ____ day of _____, 20____, between 9801 MLK, LLC, a Washington limited liability company, hereinafter called the Grantor; and Central Puget Sound Regional Transit Authority, a public transit authority, or its successors and assigns, hereinafter called the Grantee; WITNESSETH:

That the Grantor, for and in consideration of the sum of one Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns, the right, privilege and authority to install, construct, erect, alter, improve, repair and maintain guy wires and anchors for overhead utilities across, over, upon and under the following described lands and premises situated in the County of King, State of Washington:

That portion of Lot 1, City of Seattle Short Subdivision No. 77-94 recorded under King County Recording No. 7712090559, being a portion of the southwest quarter of the northeast quarter of Section 3, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing at the northeast corner of said Lot 1;
thence South 03°32'08" East, along the east line of said Lot 1, 304.74 feet to the TRUE POINT OF BEGINNING;
thence continuing South 03°32'08" East, along said east line, 10.07 feet to the southeast corner of said Lot 1;
thence North 87°00'00" West, along the south line of said Lot 1, 45.00 feet;
thence North 03°00'00" East, 10.00 feet;
thence South 87°00'00" East, 43.85 feet to the true point of beginning.
(Containing 444 square feet more or less.)



Together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from said lands across adjacent lands of the Grantor for the purpose of constructing, reconstructing, repairing, renewing, altering and changing said guy wires and anchors, and the right at any time to remove said guy wires and anchors from said lands.

Also the right to the Grantee, its successors and assigns, at all times to cut and trim brush, trees or other plants standing or growing upon said lands which, in the opinion of the Grantee, interfere with the maintenance or operation of the system, or constitute a menace or danger to said electric system.

The Grantor, his heirs, executors, administrators, successors and assigns, hereby covenants and agrees that no structure or fire hazards will be erected or permitted within the above described easement area without prior written approval from the Grantee, its successors and assigns; and that no blasting or discharge of any explosives will be permitted within fifty (50) feet of said lines and appurtenances.

It is understood and agreed that the Grantee, its successors or assigns are to be responsible, as provided by law, for any damage resulting to the Grantor through its negligence in the construction and maintenance of said guy wires and anchors across, over, under and upon the property of said Grantor.

The right, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors and assigns, shall permanently remove said guy wires and anchors, at which time all such right, title, privilege and authority hereby granted shall terminate.



Mary Davis
SCL ST Central Link Light Rail ORD ATT 3
March 26, 2012
Version #3

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Seattle City Light
Real Estate Services, SMT 3012
Attention: Mary Davis
700 - 5th Ave., Suite 3200
P.O. Box 34023
Seattle, WA 98124-9871

ASSIGNMENT OF UTILITY EASEMENT

Grantor: CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY

Grantee: CITY OF SEATTLE

Legal Description:

Abbreviated Legal: Section 3 Township 23N Range 4E SW Quarter

Full Legal: See Exhibit 3 of the Stipulation for and Decree of
Appropriation, which is attached hereto as Exhibit A

Property Tax

Parcel Number: 032304-9164

Related Documents: Stipulation for and Decree of Appropriation recorded on
October 24, 2006 under file number 20061024001634

THIS ASSIGNMENT OF A UTILITY EASEMENT is made and given as of the ____ day of _____, 2011, by the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority d/b/a Sound Transit ("Grantor"), to and for the benefit of the CITY OF SEATTLE and its City Light Department ("Grantee").

- 1 -

ROW #: TUK011 East Marginal Way Properties



RECITALS

A. Pursuant to the terms of that certain Stipulation for and Decree of Appropriation entered in the Superior Court of Washington for King County, Cause No. 06-2-06417-8 as of October 11, 2006 (the "Decree"), and recorded on October 24, 2006 under file number 20061024001634, Grantor was awarded the Condemned Property and Property Interests (as defined in the Decree) upon payment of a stated sum of money into the registry of the court.

B. A portion of the Condemned Property consists of a utility easement over, under, upon and across the real property legally described in Exhibit A attached hereto (the "Utility Easement") to which, Grantor has the right, title and interest pursuant to the terms of the Decree. The purpose of the Utility Easement is for underground and surface rights.

C. The terms of the Utility Easement allow Grantor to convey and assign to Grantee all of its right, title and interest in the Utility Easement.

D. Pursuant to Resolution R2003-16, Grantor is authorized to execute such agreements as are customary and necessary for the disposal of real property interests.

NOW, THEREFORE, the parties agree as follows:

1. Transfer and Assignment. Grantor hereby transfers, assigns, delivers and conveys to Grantee, its successors and assigns, all right, title and interest of Grantor in, to and under the Utility Easement (Exhibit 3 to the Decree, which is attached hereto as Exhibit A).
2. Acceptance of Utility Easement. Grantee hereby accepts the conveyance and assignment of the Utility Easement made by Grantor.
3. Indemnification. Grantor shall have no further liability under the Utility Easement and Grantee shall bear and assume all rights and obligations of Grantor and shall be bound by the terms and conditions contained herein. Grantee agrees to indemnify, defend and hold Grantor harmless with respect to liability, loss, damage and expenses, including costs and reasonable attorneys' fees, incurred by Grantor, its officers, employees and agents arising with respect to the use of the Utility Easement from and after the date hereof.
4. Governing Law. This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of Washington.



5. Binding Effect. This Assignment shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of only the parties hereto.

IN WITNESS WHEREOF, Grantor has executed this Assignment as of the date first above written.

GRANTOR:

CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY, a regional transit authority

By: _____

Approved as to form:

By: Jennifer Belk
Sound Transit Legal Dept.

GRANTEE:

CITY OF SEATTLE AND ITS CITY LIGHT DEPARTMENT

By: _____

Title: _____

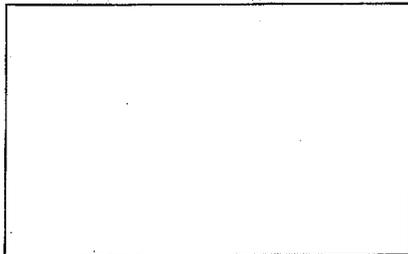
Date: _____



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 was authorized to execute the instrument and acknowledged it as the _____ of the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____



(Signature)

(Please print name legibly)

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

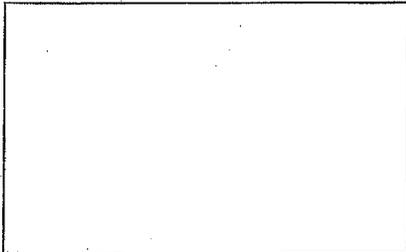


Mary Davis
SCL ST Central Link Light Rail ORD ATT 3
March 26, 2012
Version #3

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 was authorized to execute the instrument and acknowledged it as the _____ of the CITY OF SEATTLE, CITY LIGHT DEPARTMENT, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____



(Signature)

(Please print name legibly)

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____



Mary Davis
SCL ST Central Link Light Rail ORD ATT 3
March 26, 2012
Version #3

EXHIBIT A

**See Attached
Stipulation for and Decree of Appropriation**

- 6 -

ROW #: TUK011 East Marginal Way Properties



4/16 0 61

AFTER RECORDING MAIL TO:

Name Daniel B. Peters
Address Pier 70
2801 Alaskan Way, Suite 300
City/State Seattle, WA 98121



Portions of the document may be illegible.
Recorded at customer's insistence.

By Daniel B. Peters

Document Title(s): (or transactions contained therein)

- 1. Stipulation for and Decree of Appropriation

Claimant(s): (Last name first, then first name and initials)

- 1. Central Puget Sound Regional Transit Authority, d/b/a Sound Transit

Aggrieved Party(s): (Last name first, then first name and initials)

- 1. East Marginal Way Properties, LLC
- 2. Owest Corporation
- 3. Puget Sound Energy
- 4. Minnesota Life Insurance Company
- 5. Gene Juarez Salons, Inc.
- 6. Canal Industrial Supply
- 7. Custom Gear, Inc.
- 8. Roll'N Dough, LTD
- 9. Gans Ink & Supply Company
- 10. Business Interiors of Seattle, Inc.

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/ quarter)

SECTION 3 TOWNSHIP 23N RANGE 4E SW QUARTER

Complete legal description can be found in Exhibit A to Exhibit I to the attached Stipulation for and Decree of Appropriation.

Assessor's Property Tax Parcel/Account Number(s):

032304-9164

TUK011

M31650-689375_2



**CERTIFIED
COPY**

The Honorable Chris Washington

FILED
KING COUNTY, WASHINGTON
OCT 11 2006
SUPERIOR COURT CLERK
KIM C. PHIPPS
DEPUTY

SUPERIOR COURT OF WASHINGTON
FOR KING COUNTY

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CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY, a regional transit
authority, dba SOUND TRANSIT,

Petitioner,

vs.

EAST MARGINAL WAY PROPERTIES,
L.L.C., a Washington limited liability company,
et al.,

Respondents.

) No. 06-2-06417-8 KNT

) STIPULATION FOR AND DECREE OF
APPROPRIATION

) Tax Parcel No. 032304-9164

) (CLERK'S ACTION REQUIRED)

JUDGMENT SUMMARY - JUDGMENT AFFECTING TITLE

- 1. Abbrev. Legal Description of Property Section 3 Township 23N Range 4E SW Quarter
- 2. Petitioner Central Puget Sound Regional Transit Authority
- 3. Vested Fee Owners East Marginal Way Properties, LLC
- 4. Just Compensation Amt \$250,000.00
- 5. Costs and Fees Each party to bear its own costs and expert and attorney fees.
- 6. Prejudgment Interest Included in Principal Judgment Amount.
- 7. Unpaid Just Compensation Amount shall bear interest at the statutory rate from the date this Decree is entered until the unpaid balance of the Just Compensation Amount is paid into the registry of the Court in the manner set forth herein.

STIPULATION FOR AND DECREE OF
APPROPRIATION - 1

GRAHAM & DUNN PC
Plex 70 - 2801 Alaskan Way - Suite 300
Seattle, Washington 98121-1128
(206) 624-8300 / Fax: (206) 340-9599

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STIPULATION

THIS MATTER having come before the Court upon Petition of the Central Puget Sound Regional Transit Authority ("Petitioner"), seeking:

- 1) A determination of just compensation to be paid in money for the taking and appropriation of the subject property;
- 2) A judgment and decree of the Court providing for payment of the just compensation so determined; and
- 3) A decree of appropriation appropriating certain property rights, title and interests to the subject property in Petitioner.

Petitioner through its attorney Jeffrey A. Beaver of Graham & Dunn, and Respondent East Marginal Way Properties, LLC, through its attorney Daryl A. Deutsch of Rodgers, Deutsch and Turner, hereby stipulate to the following Facts and consent to entry of the following Judgment and Decree of Appropriation,

FACTS

1. East Marginal Way Properties, LLC ("East Marginal") is the vested owner of the real property identified as King County Tax Parcel No. 032304-9164 (the "Parcel"). Petitioner seeks to appropriate portions of the Parcel in connection with the Central Link Light Rail project and its related facilities (the "Project"), as contemplated in Petitioner's Resolution No. 2003-16.

2. Specifically, with *this* condemnation, Petitioner seeks to appropriate a permanent taking of a portion the Parcel for a permanent guideway easement, as legally described in Exhibit 1 to this Decree (the "Guideway Easement Area"), pursuant to the terms of the Guideway Easement (the "Guideway Easement") in the form of Exhibit 1. Petitioner also seeks to appropriate a temporary taking of a portion of the Parcel for a temporary construction easement, as legally described and depicted in Exhibit 2 to this Decree (the "TCE Area"), pursuant to the terms of the Temporary Construction Easement (the "TCE") in the form of Exhibit 2. In addition, Petitioner seeks to appropriate a permanent taking of a portion of the Parcel for an underground and surface rights easement, as legally described and depicted in Exhibit 3 to this Decree (the "Underground

STIPULATION FOR AND DECREE OF
APPROPRIATION -- 2

GRAHAM & DUNN PC
Flr 700, 2801 Alaskan Way - Suite 300
Seattle, Washington 98121-1128
(206) 624-6300 / Fax: (206) 340-3519

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1 and Surface Rights Easement Area"), pursuant to the terms of the Easement (Underground and
2 Surface Rights) in the form of Exhibit 3. Exhibits 1, 2 and 3 to this Decree collectively describe
3 the "Condemned Property" and are incorporated here by this reference.

4 3. An Order Adjudicating Public Use and Necessity was entered in this case on March 17,
5 2006.

6 4. East Marginal, as the vested owner, and Petitioner have agreed, through settlement, that
7 the total just compensation to be paid by Petitioner for the taking and appropriating of the
8 Condemned Property is Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00). This
9 amount includes all compensation owed by Petitioner based on the appropriation of the
10 Condemned Property, including any damage to the remainder, claims for reimbursement and cost
11 to cure, considerations of interest and of expert and attorney fees and costs.

12 5. The parties acknowledge that Petitioner's payment of One Hundred Thirty-Five Thousand
13 and No/100 Dollars (\$135,000.00) to East Marginal prior to commencement of this action in
14 consideration for early possession and use of the Condemned Property represents partial payment
15 of the Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00). Therefore, in order to
16 satisfy the monetary requirements of this Decree, Petitioner need only deposit One Hundred
17 Fifteen Thousand and No/100 Dollars (\$115,000.00).

18 Stipulated and Agreed to this 14th day of September, 2006, by: Stipulated and Agreed to this 16th day of
19 September, 2006, by:
20 GRAHAM & DUNN RODGERS, DEUTSCH & TURNER

21
22
23 By J. A. Beaver By Daryl A. Deutsch
24 Je. ey A. Beaver, WSEBA# 16091 Daryl A. Deutsch, WSEBA# 11003
25 arisa Velling Lindell, WSEBA# 18201 Attorneys for East Marginal Way Properties
26 Attorneys for Petitioner LLC

STIPULATION FOR AND DECREE OF
APPROPRIATION -- 3

GRAHAM & DUNN PC
P.O. Box 70 - 2801 Alaskan Way - Suite 300
Seattle, Washington 98121-1125
(206) 624-8300 / Fax: (206) 340-9599

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JUDGMENT AND DECREE

NOW, THEREFORE, in accordance with the parties' stipulation and agreement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

I. That the sum of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) represents the just compensation to be paid by Petitioner for the permanent taking and appropriation of the Guideway Easement Area (as legally described in Exhibit 1 to this Decree) pursuant to the terms of the Guideway Easement (in the form of Exhibit 1 to this Decree), the temporary taking and appropriation of the TCE Area (as legally described in Exhibit 2 to this Decree) pursuant to the terms of the TCE (in the form of Exhibit 2 to this Decree), and the permanent taking and appropriation of the Underground and Surface Rights Easement Area (as legally described and depicted in Exhibit 3 to this Decree) pursuant to the terms of the Easement (Underground and Surface Rights) (in the form of Exhibit 3 to this Decree). This amount includes all compensation owed by Petitioner based on the appropriation of the Condemned Property, including any damage to the remainder, claims for reimbursement and cost to cure, considerations of interest and of expert and attorney fees and costs.

2. Petitioner's payment of One Hundred Thirty-Five Thousand and No/100 Dollars (\$135,000.00) to East Marginal at the time Petitioner was granted immediate possession and use of the Condemned Property, represents partial payment of the Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00). Therefore, in order to satisfy the monetary requirements of this Decree, Petitioner need only deposit One ~~Hundred~~ Fifteen Thousand and No/100 Dollars (\$1 15,000.00) (the "Deposit").

3. That upon Petitioner's payment of the Deposit in the amount of One Hundred Fifteen Thousand and No/100 Dollars (\$1 15,000.00) into the registry of the court,

- a) Petitioner shall be deemed to have appropriated a permanent taking of the Guideway Easement Area, as legally described and depicted in Exhibit 1, and the Guideway Easement in the form of Exhibit 1 shall be granted to Petitioner, with all of the rights

STIPULATION FOR AND DECREE OF
APPROPRIATION-- 4

GRAHAM & DUNN PC
Pier 70 - 2801 Alaskan Way - Suite 300
Seattle, Washington 98121-1128
(206) 624-4500/Fax: (206) 340-9599

m31650-75902.doc



- 1 and restrictions as described therein, which restrictions shall bind all named
2 Respondents in this action, and those claiming by, through or under them; and
3 b) Petitioner shall be deemed to have appropriated a temporary taking of the TCE Area,
4 as legally described and depicted in Exhibit 2, and the TCE in the form of Exhibit 2
5 shall be granted to Petitioner, with all of the rights and restrictions as described
6 therein, which restrictions shall bind all named Respondents in this action, and those
7 claiming by, through or under them; and
8 c) Petitioner shall be deemed to have appropriated a permanent taking of the
9 Underground and Surface Rights Easement Area, as legally described and depicted in
10 Exhibit 3, and the Easement (Underground and Surface Rights) in the form of Exhibit
11 3 shall be granted to Petitioner, with all of the rights and restrictions as described
12 therein, which restrictions shall bind all named Respondents in this action, and those
13 claiming by, through or under them.

14 4. The Deposit is subject to any liens of taxes, including surface water management
15 service charges. The Clerk of the Court shall not disburse any of the funds deposited until after
16 receiving proof, sufficient to the Clerk of the Court, that any such liens have been paid to the City
17 and/or County Treasurer and all such liens discharged. Chap. 84.60 RCW.

18 5. That a certified copy of this Decree shall be filed in the Office of the County
19 Auditor and shall be recorded by such Auditor like a deed of real estate with like effect.

20
21 DONE IN OPEN COURT this 11th day of October, 2006.

22
23 
24 _____
25 JUDGE/COURT COMMISSIONER
26

STIPULATION FOR AND DECREE OF
APPROPRIATION - 5

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GRAHAM & DUNN PC
P.O. Box 70 - 2801 Alaskan Way - Suite 300
Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599



Mary Davis
SCL ST Central Link Light Rail ORD ATT 3
March 26, 2012
Version #3

Exhibit 3



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

BASEMENT (Underground and Surface Rights)
P.M.#230403-3-012; CR#
King County Assessor's No., 032304-9164

THIS INDENTURE, made this _____ day of _____, 20____, between
EAST MARGINAL WAY PROPERTIES, LLC, a Washington limited liability company,
hereinafter called the Grantor; and THE CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY, a municipal corporation, hereinafter called the Grantee; WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar (1.00) and other
valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to the
Grantee, its successors and assigns, the right, privilege and authority to install, construct, erect,
alter, repair, energize, operate and maintain underground electric distribution facilities at depths not
exceeding 15 feet, which consist of vaults, manholes, handholes, ducts, conduits, cables, wires and
other necessary or convenient appurtenances; ALSO the right, privilege and authority to the
Grantee, its successors and assigns, to install, construct, erect, alter, repair, energize, operate and
maintain at the ground level, electric transformer units and electric junction cabinets and/or
containers, together with such appurtenances necessary to make said underground and surface
installations an integrated electric system, All such electric system is to be located upon, under and
across the following described lands and premises situated in the County of King, State of
Washington, to wit:

Grantor's Entire Parcel:

According to First American Title Insurance Company order No. 863555, 2nd
Report, effective date 12/27/2002.

PARCEL A:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 23 NORTH,
RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY MARGIN OF EAST
MARGINAL WAY SOUTH, HAVING A RIGHT ANGLE WIDTH OF 60 FEET, WITH THE
SOUTH LINE OF SAID SECTION 3, SAID POINT BEING 611.87 FEET EASTERLY OF THE
SOUTHWEST CORNER OF SAID SECTION;



THENCE NORTH 16°46'18" WEST ALONG SAID EASTERLY MARGIN OF EAST MARGINAL WAY SOUTH A DISTANCE OF 564.81 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 16°46'18" WEST ALONG SAID EASTERLY MARGIN A DISTANCE OF 629.79 FEET;

THENCE SOUTH 89°37'30" EAST A DISTANCE OF 233.56 FEET TO A POINT 70 FEET DISTANT FROM THE CENTERLINE OF THE PUGET SOUND POWER AND LIGHT COMPANY RIGHT OF WAY, FORMERLY THE SEATTLE-TACOMA INTERURBAN RAILWAY RIGHT OF WAY;

THENCE ON A CURVE TO THE RIGHT, PARALLEL WITH AND 70 FEET WESTERLY OF SAID CENTERLINE, THE CENTER OF WHICH BEARS NORTH 74°55'09" EAST HAVING A RADIUS OF 2934.79 FEET, AN ARC DISTANCE OF 189.26 FEET, THROUGH A CENTRAL ANGLE OF 03°41'42";

THENCE NORTH 89°37'30" WEST A DISTANCE OF 248.01 FEET TO SAID EASTERLY MARGIN OF EAST MARGINAL SOUTH;

THENCE NORTH 16°46'18" WEST ALONG SAID EASTERLY MARGIN A DISTANCE OF 27.15 FEET TO THE SOUTHWEST CORNER OF A TRACT CONDEMNED FOR ROAD UNDER KING COUNTY SUPERIOR COURT CAUSE NO. 353823;

THENCE NORTH 79°12'30" EAST ALONG THE SOUTH LINE OF SAID TRACT A DISTANCE OF 30.15 FEET TO THE SOUTHLINE OF A TRACT DESCRIBED IN MODIFICATION OF CONTRACT RECORDED UNDER RECORDING NO. 1946364;

THENCE NORTH 79°12'30" EAST ALONG SAID SOUTH LINE A DISTANCE OF 234.29 FEET TO THE WESTERLY LINE OF THE PUGET SOUND POWER AND LIGHT COMPANY RIGHT OF WAY;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE ON A CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 80°28' EAST, HAVING A RADIUS OF 2914.79 FEET, AN ARC DISTANCE OF 84522 FEET, THROUGH A CENTRAL ANGLE OF 12°05'36";

THENCE SOUTH 21°56'58" EAST ALONG SAID WESTERLY LINE A DISTANCE OF 208.87 FEET;

THENCE SOUTH 73°15'02" WEST A DISTANCE OF 272.54 FEET TO THE TRUE POINT OF BEGINNING;

(ALSO KNOWN AS PARCEL A OF CITY OF TUKWILA BOUNDARY LINE ADJUSTMENT NO. L95-0055 RECORDED UNDER RECORDING NO. 9601230674.)

Underground and Surface Rights Easement Area Acquired by Grantee:

THAT PORTION OF THE ABOVE DESCRIBED GRANTOR'S PARCEL DESCRIBED AS FOLLOWS:

COMMENCING AT THAT NORTHWESTERLY CORNER OF GRANTOR'S PARCEL WHICH IS ALSO THE SOUTHWESTERLY CORNER OF NEIGHBORING KING COUNTY TAX PARCEL 032204-9046;

THENCE S15°28'17"E ALONG THE WEST LINE OF GRANTOR'S PARCEL, (THE SAME BEING THE EAST LINE OF EAST MARGINAL WAY, DISTANT 30' EASTERLY OF THE CENTERLINE OF SAID STREET), A DISTANCE OF 244.58 FEET TO THE TRUE POINT OF BEGINNING;



THENCE 88°58'30" E A DISTANCE OF 10.50 FEET TO A POINT DISTANT 10.00 FEET
EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF GRANTOR'S
PARCEL;
THENCE N15°38'17" W PARALLEL WITH SAID WEST LINE A DISTANCE OF 28.20 FEET;
THENCE S74°21'43" W A DISTANCE OF 10.00 FEET TO SAID WEST LINE;
THENCE S15°38'17" E ALONG THE WEST LINE OF GRANTOR'S PARCEL A DISTANCE OF
25.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 266 SQUARE FEET
MORE OR LESS.

ALSO, COMMENCING AT THAT NORTHWESTERLY CORNER OF GRANTOR'S PARCEL
WHICH IS ALSO THE SOUTHWESTERLY CORNER OF NEIGHBORING KING COUNTY
TAX PARCEL 032304-9046;

THENCE S15°38'17" E ALONG THE WEST LINE OF GRANTOR'S PARCEL, (THE SAME
BEING THE EAST LINE OF EAST MARGINAL WAY, DISTANT 30' EASTERLY OF THE
CENTERLINE OF SAID STREET), A DISTANCE OF 11.51 FEET TO THE TRUE POINT OF
BEGINNING;

THENCE AT RIGHT ANGLES N74°21'43" E A DISTANCE OF 6.00 FEET;

THENCE S15°38'17" E PARALLEL WITH SAID WEST LINE A DISTANCE OF 17.00 FEET;

THENCE S74°21'43" W A DISTANCE OF 6.00 FEET TO SAID WEST LINE;

THENCE N15°38'17" W ALONG THE WEST LINE OF GRANTOR'S PARCEL A DISTANCE
OF 17.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 102 SQUARE FEET
MORE OR LESS.

All containing 368 square feet more or less.

NOTE: THE BASIS OF BEARINGS IS THE WASHINGTON COORDINATE SYSTEM OF
1983, 1991 ADJUSTMENT (NAD 83/91). COORDINATES ARE REFERENCED TO THE
SOUND TRANSIT LINK LIGHT RAIL SOUTH ZONE PROJECT DATUM. TO CONVERT TO
THE WASHINGTON COORDINATE SYSTEM OF 1983/91, NORTH ZONE, FIRST
SUBTRACT 100,000 FROM BOTH THE NORTHING AND EASTING, THEN MULTIPLY
THESE COORDINATES BY THE COMBINED SCALE FACTOR OF 0.999997515.

Together with the right at all times to the Grantee, its successors and assigns, of ingress to
and egress from said lands across adjacent lands of the Grantor for the purpose of installing,
constructing, altering, repairing, maintaining, operating and maintaining said electric system, and the
right at any time to remove all or any part of said electric system from said lands.

Also the right to the Grantee, its successors and assigns, at all times to cut and trim brush,
trees or other plants standing or growing upon said lands which, in the opinion of the Grantee,
interfere with the maintenance or operation of the system, or constitute a menace or danger to said
electric system.

The Grantor, its administrators, successors and assigns, hereby covenants and agrees that no
structure or fire hazards will be erected or permitted within the above described easement area
without prior written approval from the Grantee, its successors or assigns; that no digging will be
done or permitted within the easement area which will in any manner disturb the facilities or their



solidity or unearth any portion thereof; and that no blasting or discharge of any explosives will be permitted within fifty (50) feet of said lines and appurtenances.

Central Puget Sound Regional Transit Authority may assign its rights under this easement to the City of Seattle. Upon such assignment, Central Puget Sound Regional Transit Authority shall have no further liability under this Easement and the City of Seattle shall bear and assume all rights and obligations of Grantor arising under this Easement and shall be bound by the terms and conditions contained herein.

It is understood and agreed that the City of Seattle is to be responsible, as provided by law, for any damage to the Grantor through its negligence in the construction, maintenance and operation of said electric system across, upon and under the property of said Grantor.

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors and assigns shall permanently remove all said electric system from said lands or shall permanently abandon said system, at which time all such rights, title, privileges and authority shall terminate.



Mary Davis
SCL ST Central Link Light Rail ORD ATT 4
March 26, 2012
Version #3

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Seattle City Light
Real Estate Services, SMT 3012
Attention: Mary Davis
700 - 5th Ave., Suite 3200
P.O. Box 34023
Seattle, WA 98124-9871

ASSIGNMENT OF UTILITY EASEMENT

Grantor: CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY

Grantee: CITY OF SEATTLE

Legal Description:

Abbreviated Legal: Section 3 Township 23N Range 4E SW Quarter SW Quarter

Full Legal: See Exhibit 3 of the Stipulation for and Judgment and Decree of Appropriation, which is attached hereto as Exhibit A

**Property Tax
Parcel Number:** 032304-9172

Related Documents: Stipulation for and Judgment and Decree of Appropriation
recorded on August 10, 2006 under file number
20060810000356

THIS ASSIGNMENT OF A UTILITY EASEMENT is made and given as of the ____ day of _____, 2011, by the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority d/b/a Sound Transit ("Grantor"), to and for the benefit of the CITY OF SEATTLE and its City Light Department ("Grantee").

- 1 -

ROW #: TUK015 Diamond Parking



RECITALS

A. Pursuant to the terms of that certain Stipulation for and Judgment and Decree of Appropriation entered in the Superior Court of Washington for King County, Cause No. 06-2-06263-9 as of August 1, 2006 (the "Decree"), and recorded on August 10, 2006 under file number 20060810000356, Grantor was awarded the Condemned Property and Property Interests (as defined in the Decree) upon payment of a stated sum of money into the registry of the court.

B. A portion of the Condemned Property consists of a utility easement over, under, upon and across the real property legally described in Exhibit A attached hereto (the "Utility Easement") to which, Grantor has the right, title and interest pursuant to the terms of the Decree. The purpose of the Utility Easement is for underground and surface rights.

C. The terms of the Utility Easement allow Grantor to convey and assign to Grantee all of its right, title and interest in the Utility Easement.

D. Pursuant to Resolution R2003-16, Grantor is authorized to execute such agreements as are customary and necessary for the disposal of real property interests.

NOW, THEREFORE, the parties agree as follows:

1. Transfer and Assignment. Grantor hereby transfers, assigns, delivers and conveys to Grantee, its successors and assigns, all right, title and interest of Grantor in, to and under the Utility Easement (Exhibit 3 to the Decree, which is attached hereto as Exhibit A).
2. Acceptance of Utility Easement. Grantee hereby accepts the conveyance and assignment of the Utility Easement made by Grantor.
3. Indemnification. Grantor shall have no further liability under the Utility Easement and Grantee shall bear and assume all rights and obligations of Grantor and shall be bound by the terms and conditions contained herein. Grantee agrees to indemnify, defend and hold Grantor harmless with respect to liability, loss, damage and expenses, including costs and reasonable attorneys' fees, incurred by Grantor, its officers, employees and agents arising with respect to the use of the Utility Easement from and after the date hereof.
4. Governing Law. This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of Washington.



5. Binding Effect. This Assignment shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of only the parties hereto.

IN WITNESS WHEREOF, Grantor has executed this Assignment as of the date first above written.

GRANTOR:

CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY, a regional transit authority

By: _____

<p>Approved as to form: By: Jennifer Belk Sound Transit Legal Dept.</p>
--

GRANTEE:

CITY OF SEATTLE AND ITS CITY LIGHT DEPARTMENT

By: _____

Title: _____

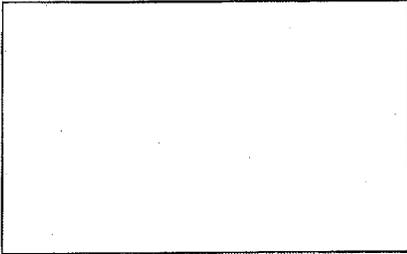
Date: _____



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 was authorized to execute the instrument and acknowledged it as the _____ of the CITY OF SEATTLE, CITY LIGHT DEPARTMENT, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____



(Signature)

(Please print name legibly)

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____



Mary Davis
SCL ST Central Link Light Rail ORD ATT 4
March 26, 2012
Version #3

EXHIBIT A

**See Attached
Stipulation for and Judgment and Decree of Appropriation**

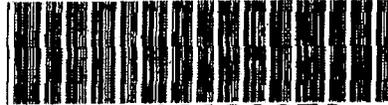
- 6 -

ROW #: TUK015 Diamond Parking



AFTER RECORDING MAIL TO:

Name Daniel B. Peters
Address Graham & Dunn, PC ~ Pier 70
2801 Alaskan Way, Suite 300
City/State Seattle, WA 98121



20060810000356

GRAHAM & DUNN, J
PAGE 001 OF 025
08/10/2008 16:12
KING COUNTY, WA

Document Title(s): (or transactions contained therein)

1. Stipulation for and Judgment and Decree of Appropriation

Claimant(s): (Last name first, then first name and initials)

1. Central Puget Sound Regional Transit Authority, d/b/a Sound Transit

Aggrieved Party(s): (Last name first, then first name and initials)

1. Diamond Parking, Inc.
2. Hole in the Wall Barbecue, Inc.
3. Pacific Crest Brewery, Inc.
4. Automated Equipment Company

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/ quarter)

SECTION 3 TOWNSHIP 23N RANGE 4E SW QUARTER SW QUARTER

Complete legal description can be found in Exhibits A to Exhibit 1 to the attached Decree.

Assessor's Property Tax Parcel/Account Number(s):

032304-9172

M33474-689373_2



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**CERTIFIED
COPY**

The Honorable Michael Heavey

FILED
KING COUNTY WASHINGTON

AUG 01 2006

**SUPERIOR COURT CLERK
BARBARA WINTER
DEPUTY,**

**SUPERIOR COURT OF WASHINGTON
FOR KING COUNTY**

**CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY, a regional transit
authority, dba SOUND TRANSIT,**

Petitioner,

vs.

**DIAMOND PARKING INC., a Washington
corporation, et al.,**

Respondents.

) No. 06-2-06263-9 KNT

) **STIPULATION FOR AND JUDGMENT
AND DECREE OF APPROPRIATION**

) Tax Parcel No. 032304-9172

) **(CLERK'S ACTION REQUIRED)**

JUDGMENT SUMMARY - JUDGMENT AFFECTING TITLE

- 1. Abbrev. Legal Description of Property Section 3 Township 23N Range 4E SW Quarter SW Quarter
- 2. Petitioner Central Puget Sound Regional Transit Authority
- 3. Vested Fee Owners Diamond Parking Inc.
- 4. Just Compensation Amnt \$145,000.00
- 5. Costs and Fees Each party to bear its own costs and expert and attorney fees.
- 6. Prejudgment Interest Included in Principal Judgment Amount.
- 7. Unpaid Just Compensation Amount shall bear interest at the statutory rate from the date this Decree is entered until the unpaid balance of the Just Compensation Amount is paid into the registry of the Court in the manner set forth herein.

ORIGINAL

**STIPULATION FOR AND JUDGMENT
AND DECREE OF APPROPRIATION - I**

GRAHAM & DUNN PC
Flr: 70 - 2801 Alaskan Way - Suite 300
Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599

M33474-733228_2



STIPULATION

THIS MATTER having come before the Court upon Petition of the Central Puget Sound Regional Transit Authority ("Petitioner"), seeking:

- 1) A determination of just compensation to be paid in money for the taking and appropriation of the subject property;
- 2) A judgment and decree of the Court providing for payment of the just compensation so determined; and
- 3) A decree of appropriation appropriating certain property rights, title and interests to the subject property in Petitioner.

Petitioner through its attorneys Larry J. Smith and Marisa Velling Lindell of Graham & Dunn, and Respondent Diamond Parking Inc. through its attorney Keith A. Kemper of Ellis, Li & McKinstry, PLLC, hereby stipulate to the following Facts and consent to entry of the following Judgment and Decree of Appropriation.

FACTS

1. Diamond Parking Inc. ("Diamond Parking") is the vested owner of the real property identified as King County Tax Parcel No. 032304-9172-09, and legally described in Exhibit 2 to the Petition in Eminent Domain on file herein, which Exhibit is incorporated here by this reference (the "Parcel"). Petitioner seeks to appropriate portions of the Parcel in connection with the Central Link Light Rail project and its related facilities (the "Project"), as contemplated in Petitioner's Resolution No. 2003-16.

2. Specifically, with this condemnation, Petitioner seeks to appropriate a permanent taking of a portion the Parcel for a guideway easement, as legally described in Exhibit 1 to this Decree (the "Guideway Easement Area"), pursuant to the terms of the Guideway Easement (the "Guideway Easement") in substantially the form of Exhibit 1. Petitioner also seeks to appropriate a temporary taking of a portion of the Parcel for a temporary construction easement, as legally described and depicted in Exhibit 2 to this Decree (the "TCE Area"), pursuant to the terms of the Temporary Construction Easement (the "TCE") in substantially the form of Exhibit

STIPULATION FOR AND JUDGMENT
AND DECREE OF APPROPRIATION -- 2

GRAHAM & DUNN PC
Fleet 70 ~ 2801 Alaskan Way ~ Suite 500
Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599

M33474-733228_2



1 2. In addition, Petitioner seeks to appropriate a permanent taking of a portion the Parcel for an
2 underground and *surface* rights easement, as legally described and depicted in Exhibit 3 to this
3 Decree (the "Permanent Easement Area", pursuant to the terms of the Easement (Underground
4 and Surface Rights) (the "Permanent Easement") in substantially the form of Exhibit 3. Exhibits
5 1, 2 and 3 to this Decree collectively describe the "Condemned Property and Property Interests"
6 and are incorporated here by this reference.

7 3. An Order Adjudicating Public Use and Necessity was entered in this case on March 17,
8 2006.

9 4. Diamond Parking, as the vested owner, and Petitioner have agreed, through settlement,
10 that the total just compensation to be paid by Petitioner for the taking and appropriating of the
11 Condemned Property and Property Interests is One Hundred Forty-Five Thousand and No/100
12 Dollars (\$145,000.00). This amount includes all compensation owed by Petitioner based on the
13 appropriation of the Condemned Property and Property Interests, including any damage to the
14 remainder, claims for reimbursement and cost to cure, considerations of interest and of *expert*
15 and attorney fees and costs.

16 5. The parties acknowledge that Petitioner's payment of One Hundred Twelve Thousand
17 Eight Hundred and No/100 Dollars (\$12,800.00) to Diamond Parking prior to commencement
18 of this action in consideration for early possession and use of the Condemned Property and
19 Property Interests represents partial payment of the One Hundred Forty-Five Thousand and
20 No/100 Dollars (\$145,000.00). Therefore, in order to satisfy the monetary requirements of this
21 Decree, Petitioner need only deposit Thirty-Two Thousand Two Hundred and No/100 Dollars
22 (\$32,200.00).

23 ///

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STIPULATION FOR AND JUDGMENT
AND DECREE OF APPROPRIATION -- 3

M33474-733228_2

GRAHAM & DUNN PC
Pier 70 ~ 2801 Alaskan Way ~ Suite 300
Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599



1
2 Stipulated and Agreed to this 22nd day of July, 2006, by:

3 GRAHAM & DUNN, PC

4
5 By Marisa Velling Lindell
6 Law J. Smith, WSBA# 13648
7 Marisa Velling Lindell, WSBA# 18201
8 Attorneys for Petitioner

Stipulated and Agreed to this 22nd day of July, 2006, by:

ELLIS, LI & MCKINSTRY

By Keith A. Kemper #19348
Keith A. Kemper, WSBA# 19348
Attorneys for Diamond Parking
Per telephone authorization 7/21/06

9
10 **JUDGMENT AND DECREE**

11 NOW, THEREFORE, in accordance with the parties' stipulation and agreement, it is
12 hereby **ORDERED, ADJUDGED AND DECREED** as follows:

13 1. That the sum of One Hundred Forty-Five Thousand and No/100 Dollars
14 (\$145,000.00) represents the just compensation to be paid by Petitioner for the permanent taking
15 and appropriation of the Guideway Easement Area (as legally described in Exhibit 1 to this
16 Decree) pursuant to the terms of the Guideway Easement (in substantially the form of Exhibit 1
17 to this Decree), the temporary taking and appropriation of the TCE Area (as legally described and
18 depicted in Exhibit 2 to this Decree) pursuant to the terms of the TCE (in substantially the form
19 of Exhibit 2 to this Decree), and the permanent taking of the Permanent Easement Area (as
20 legally described in Exhibit 3 to this Decree) pursuant to the terms of the Permanent Easement
21 (in substantially the form of Exhibit 3 to this Decree). This amount includes all compensation
22 owed by Petitioner based on the appropriation of the Condemned Property and Property Interests,
23 including any damage to the remainder, claims for reimbursement and cost to cure,
24 considerations of interest and of expert and attorney fees and costs.

25 2. Petitioner's payment of One Hundred Twelve Thousand Eight Hundred and
26 No/100 Dollars (\$112,800.00) to Diamond Parking at the time Petitioner was granted immediate
possession and use of the Condemned Property and Property Interests, represents partial payment
of the One Hundred Forty-Five and No/100 Dollars (\$145,000.00). Therefore, in order to satisfy

STIPULATION FOR AND JUDGMENT
AND DECREE OF APPROPRIATION -- 4

GRAHAM & DUNN pc
Pier 70 ~ 2801 Alaskan Way ~ Suite 300
Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599

M33474-733228_2



1 the monetary requirements of this Decree, ~~Petitioner~~ need only deposit Thirty-Two Thousand
2 Two Hundred and No/1 00 Dollars (\$32,200.00) (the 'Deposit').

- 3 3. That upon Petitioner's payment of the Deposit into the registry of the court,
- 4 a) ~~Petitioner~~ shall be deemed to have appropriated a permanent taking of the Guideway
5 Easement Area, as legally described and depicted in Exhibit I, and the Guideway
6 Easement in the form of Exhibit I shall be granted to Petitioner, with all of the rights
7 and restrictions as described therein, which restrictions shall bind all named
8 Respondents in this action, and those claiming by, through or under them; and
- 9 b) ~~Petitioner~~ shall be deemed to have appropriated a temporary taking of the TCE Area,
10 as legally described and depicted in Exhibit 2, and the TCE in the form of Exhibit 2
11 shall be granted to Petitioner, with all of the rights and restrictions as described
12 therein, which restrictions shall bind all named Respondents in this action, and those
13 claiming by, through or under them; and
- 14 c) Petitioner shall be deemed to have appropriated a permanent taking of the Permanent
15 Easement Area, as legally described and depicted in Exhibit 3, and the Permanent
16 Easement in the form of Exhibit 3 shall be granted to Petitioner, with all of the rights
17 and restrictions as described therein, which restrictions shall bind all named
18 Respondents in this action, and those claiming by, through or under them.

19 4. The Deposit is subject to any liens of taxes, including surface water management
20 service charges. The Clerk of the Court shall not disburse any of the funds deposited until after
21 receiving proof, sufficient to the Clerk of the Court, that any such liens have been paid to the City
22 and/or County Treasurer and all such liens discharged. Chap. 84.60 RCW.

23 5. That a certified copy of this Decree shall be filed in the Office of the County
24 Auditor and shall be recorded by such Auditor like a deed of real estate with like effect.
25
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STIPULATION FOR AND JUDGMENT
AND DECREE OF APPROPRIATION - 5

M33474-733228_2

GRAHAM & DUNN PC
Pier 70 ~ 2801 Alaskan Way ~ Suite 300
Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599



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DONE IN OPEN COURT this 1st day of August, 2006.

Michael Heavey
JUDGE/COURT COMMISSIONER

MICHAEL HEAVEY

Stipulated to and Presented by:

Stipulated to; Copy received; Notice of Presentation Waived; Approved as to Form:

GRAHAM & DUNN, PC

ELLIS, LI & MCKINSTRY

By Marisa Lindell
Larry J. Smith, WSBA# 13648
Marisa Velling Lindell, WSBA# 18201
Attorneys for Petitioner

By Marisa Lindell #18201 for
Keith A. Kemper, WSBA# 19348
Attorneys for Diamond Parking
Per telephone authorization 7/21/06

Presented in Ex Parte:

By: Daniel B. Peters, KCBA No. DP38083
Paralegal

STIPULATION FOR AND JUDGMENT
AND DECREE OF APPROPRIATION -- 6

GRAHAM & DUNN PC
Pier 70 - 2801 Alaskan Way - Suite 300
Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 540-9599

ME3474-733228_2



Mary Davis
SCL ST Central Link Light Rail ORD ATT 4
March 26, 2012
Version #3

Exhibit 3



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

EASEMENT (Underground and Surface Rights)
P.M.#230403-3-013; CF# _____
King County Assessor's No. 032304-9172

THIS INDENTURE, made this _____ day of _____, 20____, between
DIAMOND PARKING, INC., a Washington corporation, hereinafter called the Grantor, and THE
CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a municipal corporation,
hereinafter called the Grantee; WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar (1.00) and other
valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to the
Grantee, its successors and assigns, the right, privilege and authority to install, construct, erect,
alter, repair, energize, operate and maintain underground electric distribution facilities at depths not
exceeding 15 feet, which consist of vaults, manholes, handholes, ducts, conduits, cables, wires and
other necessary or convenient appurtenances; ALSO the right, privilege and authority to the
Grantee, its successors and assigns, to install, construct, erect, alter, repair, energize, operate and
maintain at the ground level, electric transformer units and electric junction cabinets and/or
containers, together with such appurtenances necessary to make said underground and surface
installations an integrated electric system. All such electric system is to be located upon, under and
across the following described lands and premises situated in the County of King, State of
Washington, to wit:

Grantor's Entire Parcel:

According to First American Title Insurance Company order No. 863556, effective
date July, 8, 2002.

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 3, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3;
THENCE NORTH 60 FEET;
THENCE SOUTH 88°51'20" EAST 530.66 FEET TO THE WESTERLY LINE OF EAST
MARGINAL WAY;
THENCE NORTH 17°20'00" WEST ALONG THE SAID WESTERLY LINE 653.47 FEET TO
THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 17°20'00" WEST 277.89
FEET;



THENCE SOUTH 76°09'30" WEST 74.29 FEET;
THENCE SOUTH 10°20'30" WEST 250 FEET, MORE OR LESS, TO INTERSECT A POINT IN
A LINE WHICH BEARS SOUTH 88°59'40" WEST FROM THE TRUE POINT OF BEGINNING;
THENCE NORTH 88°59'40" EAST 200 FEET, MORE OR LESS, TO THE TRUE POINT OF
BEGINNING

Seattle City Light Easement Area Acquired by Grantee :

THAT PORTION OF THE ABOVE DESCRIBED GRANTOR'S PARCEL DESCRIBED AS
FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER THEREOF;
THENCE N15°38'17"W ALONG THE EAST LINE OF GRANTOR'S PARCEL (THE SAME
BEING THE WEST LINE OF EAST MARGINAL WAY SOUTH, DISTANT 30 FEET
WESTERLY OF THE CENTERLINE OF SAID STREET), A DISTANCE OF 16.25 FEET;
THENCE S74°31'43"W A DISTANCE OF 10.00 FEET;
THENCE S15°38'17"E A DISTANCE OF 13.33 FEET TO THE SOUTH LINE OF GRANTOR'S
PARCEL;

THENCE S89°21'41"E ALONG SAID SOUTH LINE A DISTANCE OF 20.42 FEET TO THE
POINT OF BEGINNING.

Containing 148 square feet more or less.

NOTE: THIS CITY LIGHT EASEMENT AREA IS SIMULTANEOUSLY ENCUMBERED BY
THE AERIAL EASEMENT TO SOUND TRANSIT AS DESCRIBED ABOVE.

NOTE: THE BASIS OF BEARINGS IS THE WASHINGTON COORDINATE SYSTEM OF
1983, 1991 ADJUSTMENT (NAD 83/91). COORDINATES ARE REFERENCED TO THE
SOUND TRANSIT LINK LIGHT RAIL SOUTH ZONE PROJECT DATUM. TO CONVERT TO
THE WASHINGTON COORDINATE SYSTEM OF 1983/91, NORTH ZONE, FIRST
SUBTRACT 100,000 FROM BOTH THE NORTHING AND EASTING, THEN MULTIPLY
THESE COORDINATES BY THE COMBINED SCALE FACTOR OF 0.999997515.

Together with the right at all times to the Grantee, its successors and assigns, of ingress to
and egress from said lands across adjacent lands of the Grantor for the purpose of installing,
constructing, altering, repairing, energizing, operating and maintaining said electric system, and the
right at any time to remove all or any part of said electric system from said lands.

Also the right to the Grantee, its successors and assigns, at all times to cut and trim brush,
trees or other plants standing or growing upon said lands which, in the opinion of the Grantee,
interfere with the maintenance or operation of the system, or constitute a menace or danger to said
electric system.

The Grantor, its administrators, successors and assigns, hereby covenants and agrees that no
structure or fire hazards will be erected or permitted within the above described easement area
without prior written approval from the Grantee, its successors or assigns; that no digging will be
done or permitted within the easement area which will in any manner disturb the facilities or their



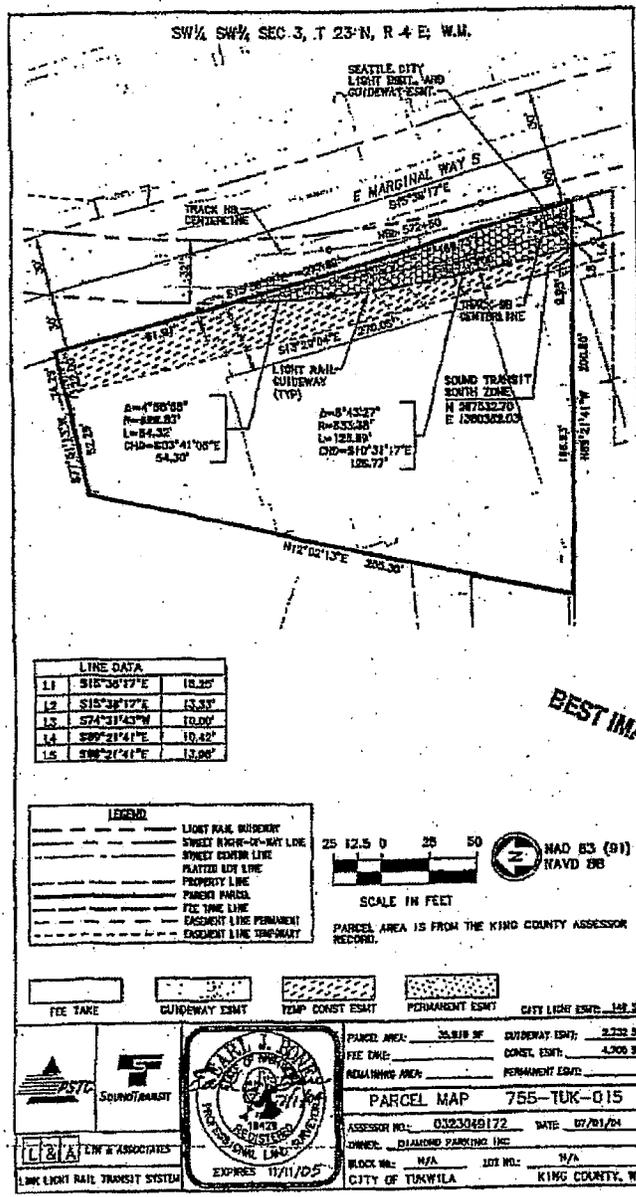
solidly or unearth any portion thereof; and that no blasting or discharge of any explosives will be permitted within fifty (50) feet of said lines and appurtenances.

Central Puget Sound Regional Transit Authority may assign its rights under this easement to the City of Seattle. Upon such assignment, Central Puget Sound Regional Transit Authority shall have no further liability under this *Easement* and the City of Seattle shall bear and assume all rights and obligations of Grantee arising under this Easement and shall be bound by the terms and conditions contained herein.

The City of Seattle is to be responsible, as provided by law, for any damage to the Grantor through its negligence in the construction, maintenance and operation of said electric system across, upon and under the property of said Grantor.

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors and assigns shall permanently remove all said electric system from said lands or shall permanently abandon said system, at which time all such rights, title, privileges and authority shall terminate.





BEST IMAGE POSSIBLE

Exhibit to Underground & Surface Rights
 Easement (Parcel Map 755-TUK-015)



Mary Davis
SCL ST Central Link Light Rail ORD ATT 5
March 26, 2012
Version #3

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Seattle City Light
Real Estate Services, SMT 3012
Attention: Mary Davis
700 - 5th Ave., Suite 3200
P.O. Box 34023
Seattle, WA 98124-9871

ASSIGNMENT OF UTILITY EASEMENT

Grantor: CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY

Grantee: CITY OF SEATTLE

Legal Description:

Abbreviated Legal: Section 3 Township 23N Range 4E SW Quarter and Section 4
Township 23N Range 4E SE Quarter

Full Legal: See Exhibit 3 of the Stipulation for and First Amended Decree
of Appropriation to Correct Scrivener's Error, which is
attached hereto as Exhibit A

**Property Tax
Parcel Number:** 032304-9067

Related Documents: Stipulation for and First Amended Decree of Appropriation to
Correct Scrivener's Error recorded on October 29, 2008
under file number 20081029000399

THIS ASSIGNMENT OF A UTILITY EASEMENT is made and given as of the ____ day of _____, 2011, by the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority d/b/a Sound Transit ("Grantor"), to and for the benefit of the CITY OF SEATTLE and its City Light Department ("Grantee").

- 1 -

ROW #: TUK016 Robblee Investments



RECITALS

A. Pursuant to the terms of that certain Stipulation for and First Amended Decree of Appropriation to Correct Scrivener's Error entered in the Superior Court of Washington for King County, Cause No. 05-2-12582-9 as of October 16, 2008 (the "Decree"), and recorded on October 29, 2008 under file number 20081029000399, Grantor was awarded the Condemned Property and Property Interests (as defined in the Decree) upon payment of a stated sum of money into the registry of the court.

B. A portion of the Condemned Property consists of a utility easement over, under, upon and across the real property legally described in Exhibit A attached hereto (the "Utility Easement") to which, Grantor has the right, title and interest pursuant to the terms of the Decree. The purpose of the Utility Easement is for underground and surface rights.

C. The terms of the Utility Easement allow Grantor to convey and assign to Grantee all of its right, title and interest in the Utility Easement.

D. Pursuant to Resolution R2003-16, Grantor is authorized to execute such agreements as are customary and necessary for the disposal of real property interests.

NOW, THEREFORE, the parties agree as follows:

1. Transfer and Assignment. Grantor hereby transfers, assigns, delivers and conveys to Grantee, its successors and assigns, all right, title and interest of Grantor in, to and under the Utility Easement (Exhibit 3 to the Decree, which is attached hereto as Exhibit A).
2. Acceptance of Utility Easement. Grantee hereby accepts the conveyance and assignment of the Utility Easement made by Grantor.
3. Indemnification. Grantor shall have no further liability under the Utility Easement and Grantee shall bear and assume all rights and obligations of Grantor and shall be bound by the terms and conditions contained herein. Grantee agrees to indemnify, defend and hold Grantor harmless with respect to liability, loss, damage and expenses, including costs and reasonable attorneys' fees, incurred by Grantor, its officers, employees and agents arising with respect to the use of the Utility Easement from and after the date hereof.
4. Governing Law. This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of Washington.



5. Binding Effect. This Assignment shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of only the parties hereto.

IN WITNESS WHEREOF, Grantor has executed this Assignment as of the date first above written.

GRANTOR:

CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY, a regional transit authority

By: _____

Approved as to form:

By: Jennifer Belk
Sound Transit Legal Dept.

GRANTEE:

CITY OF SEATTLE AND ITS CITY LIGHT DEPARTMENT

By: _____

Title: _____

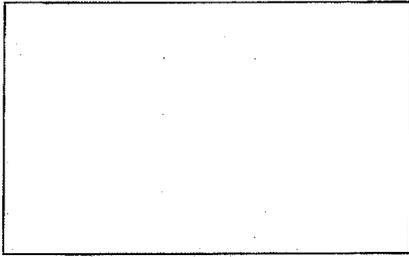
Date: _____



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 was authorized to execute the instrument and acknowledged it as the _____ of the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____



(Signature)

(Please print name legibly)

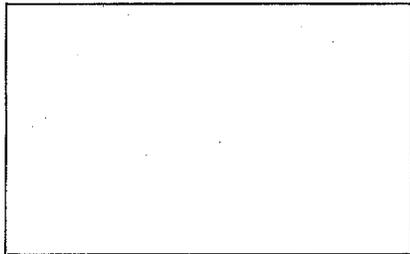
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the CITY OF SEATTLE, CITY LIGHT DEPARTMENT, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____



(Signature)

(Please print name legibly)

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____



Mary Davis
SCL ST Central Link Light Rail ORD ATT 5
March 26, 2012
Version #3

EXHIBIT A

**See Attached
Stipulation for and First Amended Decree of Appropriation
to Correct Scrivener's Error**

- 6 -

ROW #: TUK016 Robblee Investments



AFTER RECORDING MAIL TO:

Name Sound Transit
Address Attn: Real Estate Department
401 S. Jackson Street
City/State Seattle, WA 98104-2826



20081029000399
GRAHAM & DUNN MISC 73.00
PAGE 001 OF 032
10/29/2008 10:56
KING COUNTY, WA

Document Title(s): (or transactions contained therein)

1. Stipulation for and First Amended Decree of Appropriation to Correct Scrivener's Error

Claimant(s): (Last name first, then first name and initials)

1. Central Puget Sound Regional Transit Authority, d/b/a Sound Transit

Aggrieved Party(s): (Last name first, then first name and initials)

1. Robblee Investment Co., a Washington corporation, who acquired title as Robblee Investment Company, a Washington corporation;
2. Six Robblees' Inc., a Washington corporation;
3. Brookstone Telecom, Inc., a California corporation;
U.S. Bank National Association;
4. Puget Sound Energy, on information and belief successor in interest by merger to Washington Natural Gas Company;
5. Knack, Ann and Knack, John Doe, individually and the marital community composed thereof;
6. Sea-Tac Ford Sales, Inc. a Delaware corporation;
7. Horizon Ford, Inc., a Delaware corporation;
8. Penhall Company, a California corporation;

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/ quarter)

Section 3 Township 23N Range 4E SW Quarter and Section 4 Township 23N Range 4E SE Quarter

- Complete legal description can be found in Exhibit A to Exhibit 1 of the attached Decree.

Assessor's Property Tax Parcel/Account Number(s):

032304-9067, 032304-9183, 042304-9097



**CERTIFIED
COPY**

The Honorable George Mattson
Hearing Date: October 15, 2008
Without Oral Argument

FILED

08 OCT 16 PM 12:29

KING COUNTY
SUPERIOR COURT CLERK
KENT, WA

SUPERIOR COURT OF WASHINGTON
FOR KING COUNTY

CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY, a regional transit
authority, dba SOUND TRANSIT,

Petitioner,

vs.

ROBBLEE INVESTMENT CO. OF
WASHINGTON, a Washington corporation, who
acquired title as ROBBLEE INVESTMENT
COMPANY, a Washington corporation, et al.,

Respondents.

No. 05-2-12582-9 KNT

STIPULATION FOR AND FIRST
AMENDED DECREE OF APPROPRIATION
TO CORRECT SCRIVENER'S ERROR

AND ORDER AMENDING: PETITION
AND ORDER ADJUDICATING PUBLIC
USE AND NECESSITY TO CORRECT
SCRIVENER'S ERROR

Tax Parcel Nos. 032304-9067
032304-9183 &
042304-9097

JUDGMENT SUMMARY - JUDGMENT AFFECTING TITLE

- | | |
|--|---|
| 1. Abbrev. Legal Description of Property | Sec. 3, T 23 N, R 4E, SW 1/4 & Sec 4, T 23N, R4E, SE1/4 |
| 2. Petitioner | Central Puget Sound Regional Transit Authority |
| 3. Vested Fee Owners | Robblee Investment Company of Washington |
| 4. Just Compensation Amt | \$155,000.00 (This has been paid in full. See Notice of Deposit dated 02/15/2006 on file herein, and parties' acknowledgment in this First Amended Decree of Sound Transit's partial payment for possession and use.) |
| 5. Costs and Fees | Sound Transit shall reimburse owner/owner's attorney up to \$5000.00 for actual appraisal fees incurred, without deposit with the court, after receipt and review of invoice. Otherwise, each party to bear its own costs and expert and attorney fees. (This has been paid in full.) |

STIPULATION FOR AND FIRST
AMENDED DECREE OF APPROPRIATION
TO CORRECT LEGAL DESCRIPTION - 1

M31647-660658_3

GRAHAM & DUNN PC
Pier 70 - 2801 Alaskan Way - Suite 300
Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599

ORIGINAL



- 1 6. Prejudgment Interest Interest shall be on \$55,000.00 at the statutory rate, from 05/20/04,
2 the date of early possession and use, until paid. As of 01/03/06,
3 there is \$10,722.44 in interest due and owing on this amount;
4 interest continues to accrue at the rate of \$18.08 per diem thereafter.
(This has been paid in full. See Notice of Deposit dated 02/15/2006
on file herein.)
- 5 7. Unpaid Just Compensation Amount shall bear interest at the statutory rate from the date this
6 Decree is entered until the unpaid balance of the Just Compensation Amount is paid into the
registry of the Court in the manner set forth herein.

7 **REASON FOR AMENDMENT**

8 The Total Just Compensation Amount has been already paid into the registry of the court.
9 The reason for amending the Stipulation For and Decree of Appropriation entered with this court
10 on February 13, 2006 (the "Original Decree") is solely to correct an inadvertent scrivener's error
11 in identifying the burdened property and to acknowledge payment in full of the Just
12 Compensation Amount.

13 Specifically, this Stipulation For and First Amended Decree of Appropriation to Correct
14 Legal Description ("First Amended Decree") is being filed in order to correct the tax parcel
15 number reference used to identify that property burdened by the underground and surface rights
16 easement, attached as Exhibit 3 to the Original Decree.

17 This First Amended Decree attaches a corrected Exhibit 3, which includes the correct tax
18 parcel number for the underground and surface rights easement. The Petition in Eminent
19 Domain on file herein and any order subsequently entered which used the incorrect tax parcel
20 number reference on the underground and surface rights easement, including the Public Use
21 Order, should be amended to incorporate by this reference the corrected Exhibit 3, attached
22 hereto, which uses the correct tax parcel number to identify the burdened property, in place of the
23 underground and surface rights easement, attached as an exhibit to that prior pleading, which
24 uses an incorrect tax parcel number.

25
26 ///

STIPULATION FOR AND FIRST
AMENDED DECREE OF APPROPRIATION
TO CORRECT LEGAL DESCRIPTION -- 2

M21647-660658_3

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STIPULATION

THIS MATTER having come before the Court upon Petition of the Central Puget Sound Regional Transit Authority ("Petitioner"), seeking:

- 1) A determination of just compensation to be paid in money for the taking and appropriation of the subject property;
- 2) A judgment and decree of the Court providing for payment of the just compensation so determined; and
- 3) A decree of appropriation appropriating certain property rights, title and interests to the subject property in Petitioner.

Petitioner through its attorneys Larry J. Smith and Marisa Velling Lindell of Graham & Dunn PC, and Respondent Robblee Investment Company of Washington through its attorney Daryl A. Deutsch of Rodgers, Deutsch & Turner, hereby stipulate to the following Facts and consent to entry of the following First Amended Decree.

FACTS

1. Robblee Investment Company of Washington ("Robblee") is the vested owner of real property identified as King County Tax Parcel Nos. 032304-9067, 032304-9183, and 042304-9097 (collectively the "Parcels"). Petitioner seeks to appropriate a portion of the Parcels in connection with its Central Link Light Rail Project and related facilities, as contemplated in Petitioner's Resolution No. R2003-16 (the "Project").

2. More specifically, with this condemnation, Petitioner seeks to appropriate portions of the Parcels as follows:

- a) A guideway easement, as legally described and depicted in, and in the form of, **Exhibit 1**;
- b) A temporary construction easement, as legally described and depicted in, and in the form of, **Exhibit 2**; and
- c) An underground and surface rights easement, as legally described in, and in the form of, **Exhibit 3**.

STIPULATION FOR AND FIRST
AMENDED DECREE OF APPROPRIATION
TO CORRECT LEGAL DESCRIPTION -- 3

M31647-650658_3

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(206) 624-8300/Fax (206) 340-9599



1 The property and property interests described and depicted in Exhibits 1, 2 and 3 are hereinafter
2 referred to as the "Condemned Property and Property Interests." Exhibits 1, 2 and 3 are
3 incorporated here by this reference.

4 3. Before commencing this condemnation action, Petitioner and Robblee engaged in
5 negotiations for the transfer and conveyance of the Condemned Property and Property Interests to
6 Petitioner in lieu of condemnation. In the course of those negotiations, Robblee, as the vested
7 owner, granted Petitioner early possession and use of the Condemned Property and Property
8 Interests. Richard Metcalf, Controller, executed the Possession and Use Agreement (the
9 "Agreement") on behalf of Robblee on March 22, 2004. By Corporate Resolution of Robblee
10 Investment Co. of Washington, dated on or about May 14, 2005, Robblee ratified Mr. Metcalf's
11 execution of the Agreement. The Agreement then became effective as of May 19, 2004, when it
12 was signed on behalf of Petitioner. Pursuant to the terms of the Agreement, Petitioner was
13 granted early possession and use of the Condemned Property and Property Interests upon
14 Petitioner's payment of One Hundred Thousand and No/100 Dollars (\$100,000.00) ("Possession
15 and Use Payment"). In satisfaction of the monetary obligation under the Agreement, Petitioner
16 paid Robblee the Possession and Use Payment on May 20, 2004.

17 4. Because Sound Transit and Robblee could not ultimately agree on the amount of
18 just compensation to be paid by Sound Transit for the taking and appropriation of the
19 Condemned Property and Property Interests, Sound Transit initiated this condemnation action on
20 April 15, 2005.

21 5. An Order Adjudicating Public Use and Necessity was subsequently entered in this
22 case on May 20, 2005.

23 6. On February 13, 2006, this court entered the Original Decree, in which Robblee,
24 as the vested owner, and Sound Transit agreed, through settlement, that the total just
25 compensation to be paid by Sound Transit for taking and appropriating the Condemned Property
26 and Property Interests is One Hundred Fifty-Five Thousand and No/100 Dollars (\$155,000.00)

STIPULATION FOR AND FIRST
AMENDED DECREE OF APPROPRIATION
TO CORRECT LEGAL DESCRIPTION -- 4

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Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599



1 (the "Just Compensation Amount"). This amount included all compensation owed by Petitioner
2 based on the taking and appropriation of the Condemned Property and Property Interests,
3 including any damage to the remainder, claims for reimbursement and cost to cure,
4 considerations of interest and of expert and attorney fees and costs (but not including the up to
5 \$5,000.00 for reimbursement of actual appraisal fees to be paid without deposit to the court as
6 provided for in the judgment summary above, and not including prejudgment interest as provided
7 for in the judgment summary above). On February 15, 2006, in full satisfaction of Petitioner's
8 monetary obligation under the Original Decree, Petitioner deposited into the registry of the court
9 the sum of Sixty-Six Thousand Five Hundred Nine and 88/100 Dollars (\$66,509.88).

10 7. Following entry of the Original Decree and Order Adjudicating Public Use and Necessity,
11 Petitioner was alerted to the scrivener's error regarding the mistaken tax parcel number reference
12 on the underground and surface rights easement. A correct easement agreement that uses the
13 correct tax parcel number for the burdened property is attached as Exhibit 3 to this First
14 Amended Decree.

15 8. The parties acknowledge Sound Transit's previous payment of One Hundred
16 Thousand and No/100 Dollars (\$100,000.00) on May 20, 2004, when Sound Transit was granted
17 possession and use of the Condemned Property and Property Interests. The parties also
18 acknowledge Petitioner's payment on February 15, 2006, of Sixty-Six Thousand Four Hundred
19 Ninety-Nine and 88/100 Dollars (\$66,499.88), which represents full and final payment of the
20 Fifty-Five Thousand and No/100 Dollars (\$55,000.00) plus agreed interest in the amount of
21 Eleven Thousand Four Hundred Ninety-Nine and 88/100 Dollars (\$11,499.88) required under the
22 Original Decree. Therefore, Petitioner need not deposit any further funds to satisfy the monetary
23 requirements as provided for in the Original Decree.

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STIPULATION FOR AND FIRST
AMENDED DECREE OF APPROPRIATION
TO CORRECT LEGAL DESCRIPTION -- 5

M31647-660658_3

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Seattle, Washington 98121-1128
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1 9. Robblee elected to have any lien for delinquent taxes, if any, as to the entirety of
2 the Parcel set over to that portion not condemned herein as provided for in RCW 84.60.070.

3 Stipulated and Agreed to this 21 day of
4 October, 2008, by:

Stipulated and Agreed to this 26th day of
SEPTEMBER, 2008, by:

5 GRAHAM & DUNN

RODGERS, DEUTSCH & TURNER

6
7 By [Signature]
8 Larry J. Smith, WSBA# 13648
Marisa Velling Lindell, WSBA# 18201
Attorneys for Petitioner

By [Signature]
Daryl A. Deutsch, WSBA# 11003
Attorneys for Robblee Investment Company
of Washington and Six Robblees, Inc.

10 **JUDGMENT AND DECREE**

11 **NOW, THEREFORE**, in accordance with the parties' stipulation and agreement, it is
12 hereby **ORDERED, ADJUDGED AND DECREED** as follows:

13 1. That the sum of One Hundred Fifty-Five Thousand and No/100 Dollars
14 (\$155,000.00) represents the total just compensation to be paid by Petitioner for the taking and
15 appropriation of the Condemned Property and Property Interests. This amount includes all
16 compensation owed by Petitioner based on the taking and appropriation of the Condemned
17 Property and Property Interests, including any damage to the remainder, claims for
18 reimbursement and cost to cure, considerations of interest and of expert and attorney fees and
19 costs (but not including the up to \$5,000.00 for reimbursement of actual appraisal fees to be paid
20 without deposit to the court as provided for in the judgment summary above, and not including
21 prejudgment interest as provided for in the judgment summary above).

22 2. That Sound Transit's payment of One Hundred Thousand and No/100 Dollars
23 (\$100,000.00) into the court registry, at the time Sound Transit was given immediate possession
24 and use of the Condemned Property and Property Interests, on May 20, 2004, and Petitioner's
25 payment of the Original Decree deposit in the amount of Sixty-Six Thousand Four Hundred
26 Ninety-Nine and 88/100 Dollars (\$66,499.88) on February 16, 2008, represent full and final

STIPULATION FOR AND FIRST
AMENDED DECREE OF APPROPRIATION
TO CORRECT LEGAL DESCRIPTION -- 6

M31647-660658_3

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Pier 70 ~ 2801 Alaskan Way ~ Suite 300
Seattle, Washington 98121-1128
(206) 624-8300/Fax (206) 340-9599



1 payment of all monetary obligations under the Original Decree, including the Fifty-Five
2 Thousand and No/100 Dollars (\$55,000.00) plus agreed interest, from May 20, 2004 (date of
3 early possession and use) through February 15, 2006 (date of Notice of Deposit of Just
4 Compensation Amount), in the amount of Eleven Thousand Four Hundred Ninety-Nine and
5 88/100 Dollars (\$11,499.88). Therefore, Sound Transit need not deposit any further funds to
6 satisfy the monetary requirements as provided for in the Original Decree.

7 3. That as of February 15, 2006:

8 a) Sound Transit shall be deemed to have appropriated a Guideway
9 Easement, as legally described and depicted in Exhibit 1, and the Guideway
10 Easement shall be granted to Sound Transit with all of the rights and
11 restrictions as described therein, which restrictions shall bind all named
12 Respondents in this action, and those claiming by, through or under them;

13 b) Sound Transit shall be deemed to have appropriated a Temporary
14 Construction Easement, as legally described and depicted in Exhibit 2, and the
15 Temporary Construction Easement shall be granted to Sound Transit with all
16 of the rights and restrictions as described therein, which restrictions shall bind
17 all named Respondents in this action, and those claiming by, through or under
18 them; and

19 c) Sound Transit shall be deemed to have appropriated an Underground
20 and Surface Rights Easement, as legally described and depicted in Exhibit 3,
21 and the Underground and Surface Rights Easement shall be granted to Sound
22 Transit with all of the rights and restrictions as described therein, which
23 restrictions shall bind all named Respondents in this action, and those
24 claiming by, through or under them.

25 4. That effective as of February 15, 2006, all claims to the Condemned Property and
26 Property Interests, by all named Respondents in this action, and those claiming by, through or

STIPULATION FOR AND FIRST
AMENDED DECREE OF APPROPRIATION
TO CORRECT LEGAL DESCRIPTION -- 7

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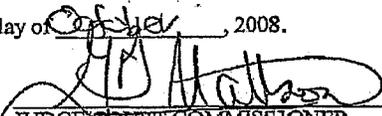
1 under them, shall be forever extinguished, and Petitioner shall be deemed to have appropriated
2 the Condemned Property and Property Interests and be fully vested with all right, title and
3 interest to the Condemned Property and Property Interests, as legally described and depicted in
4 Exhibits 1, 2 and 3.

5 5. That the Petition in Eminent Domain on file herein and any order subsequently
6 entered which used the incorrect tax parcel number for the property burdened by the underground
7 and surface rights easement, including the Order Adjudicating Public Use and Necessity, are
8 HEREBY AMENDED to incorporate by this reference the corrected Exhibit 3, attached hereto,
9 which uses the correct tax parcel number to identify the burdened property, in place of the
10 underground and surface rights easement, attached as an exhibit to that prior pleading, which
11 uses an incorrect tax parcel number.

12 6. The liens of any real property taxes, including surface water management service
13 charges, shall be set over to that portion of the Parcels not being condemned as provided in RCW
14 84.60.070.

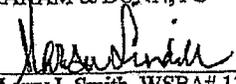
15 7. That a certified copy of this First Amended Decree shall be filed in the Office of
16 the County Auditor and shall be recorded by such Auditor like a deed of real estate with like
17 effect.

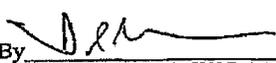
18 DONE IN OPEN COURT this 15 day of October, 2008.


JUDGE/COURT COMMISSIONER

19
20
21 Stipulated to and Presented by:

Stipulated to; Copy received; Notice of
Presentation Waived; Approved as to Form:
RODGERS, DEUTSCH & TURNER

22 GRAHAM & DUNN, PC
23
24 By 
25 Larry J. Smith, WSBA# 13648
Marisa Velling Lindell, WSBA# 18201
26 Attorneys for Petitioner

By 
Daryl A. Deutsch, WSBA# 11003
Attorneys for Robblee Investment Company
of Washington and Six Robblees, Inc.

STIPULATION FOR AND FIRST
AMENDED DECREE OF APPROPRIATION
TO CORRECT LEGAL DESCRIPTION -- 8
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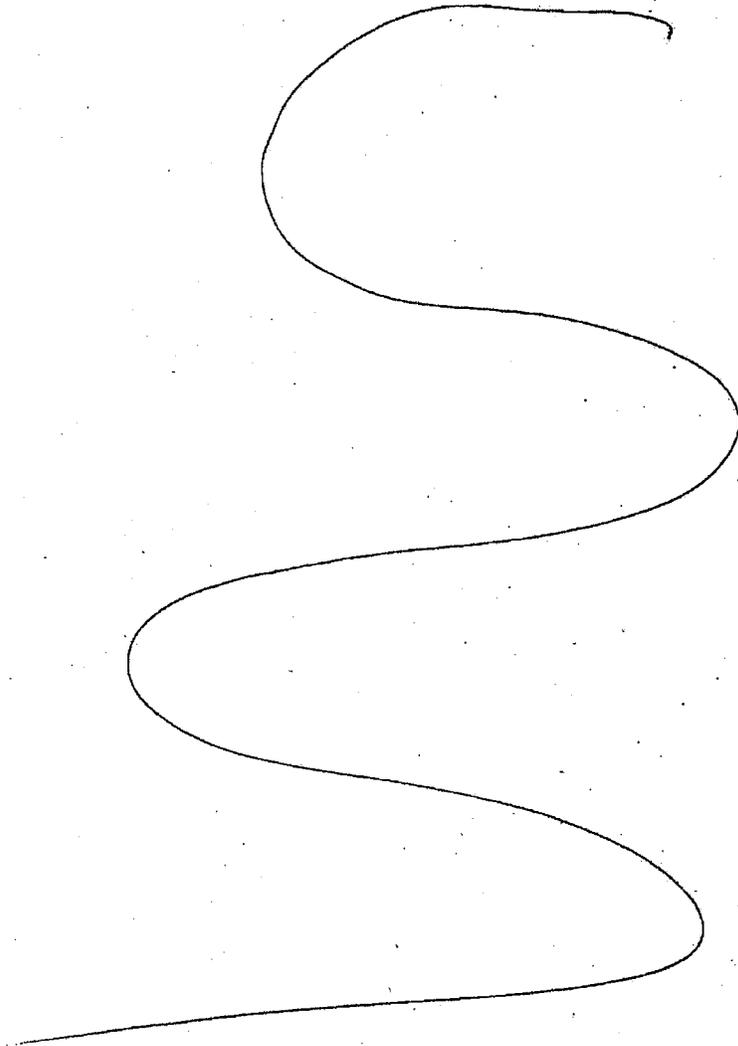


EXHIBIT 3



When Recorded Return To:

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

EASEMENT (Underground and Surface Rights)
P.M.#230403-3-014; CF# _____
King County Assessor's No. 032304-9067

THIS INDENTURE, made this _____ day of _____, 20____, between
ROBLEE INVESTMENT CO. OF WASHINGTON, a Washington corporation, hereinafter
called the Grantor; and THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY,
a municipal corporation, hereinafter called the Grantee; WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar (1.00) and other
valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to the
Grantee, its successors and assigns, the right, privilege and authority to install, construct, erect,
alter, repair, energize, operate and maintain underground electric distribution facilities at depths not
exceeding 15 feet, which consist of vaults, manholes, handholes, ducts, conduits, cables, wires and
other necessary or convenient appurtenances; ALSO the right, privilege and authority to the
Grantee, its successors and assigns, to install, construct, erect, alter, repair, energize, operate and
maintain at the ground level, electric transformer units and electric junction cabinets and/or
containers, together with such appurtenances necessary to make said underground and surface
installations an integrated electric system. All such electric system is to be located upon, under and
across the following described lands and premises situated in the County of King, State of
Washington, to wit:

That portion of the southwest quarter of the southwest quarter of Section 3,
Township 23 North, Range 4 East, W.M., in King County, Washington, described
as follows:

Commencing at the southwest corner of said Section 3;
thence North 60 feet;
thence South 88°51'20" East, 530.66 feet to the westerly line of East Marginal Way;
thence North 17°20'00" West, along said westerly line, 653.47 feet to the TRUE
POINT OF BEGINNING (Sound Transit South Zone coordinates of
N287532.43, E1380385.32);
thence South 15°38'17" East, 8.75 feet;
thence South 75°04'04" West, 10.00 feet;
thence North 15°38'17" West, 11.54 feet;
thence South 89°21'41" East, 10.41 feet to the true point of beginning.



(As shown on attached Parcel Map 755-TUK-016 and by this reference made a part hereof.)

**LEGAL DESCRIPTION
BY DF 19 MAY 2004**

Together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from said lands across adjacent lands of the Grantor for the purpose of installing, constructing, altering, repairing, energizing, operating and maintaining said electric system, and the right at any time to remove all or any part of said electric system from said lands.

Also the right to the Grantee, its successors and assigns, at all times to cut and trim brush, trees or other plants standing or growing upon said lands which, in the opinion of the Grantee, interfere with the maintenance or operation of the system, or constitute a menace or danger to said electric system.

The Grantor, its administrators, successors and assigns, hereby covenants and agrees that no structure or fire hazards will be erected or permitted within the above described easement area without prior written approval from the Grantee, its successors or assigns; that no digging will be done or permitted within the easement area which will in any manner disturb the facilities or their solidity or unearth any portion thereof; and that no blasting or discharge of any explosives will be permitted within fifty (50) feet of said lines and appurtenances.

Central Puget Sound Regional Transit Authority may assign its rights under this easement to the City of Seattle. Upon such assignment, Central Puget Sound Regional Transit Authority shall have no further liability under this Easement and the City of Seattle shall bear and assume all rights and obligations of Grantee arising under this Easement and shall be bound by the terms and conditions contained herein.

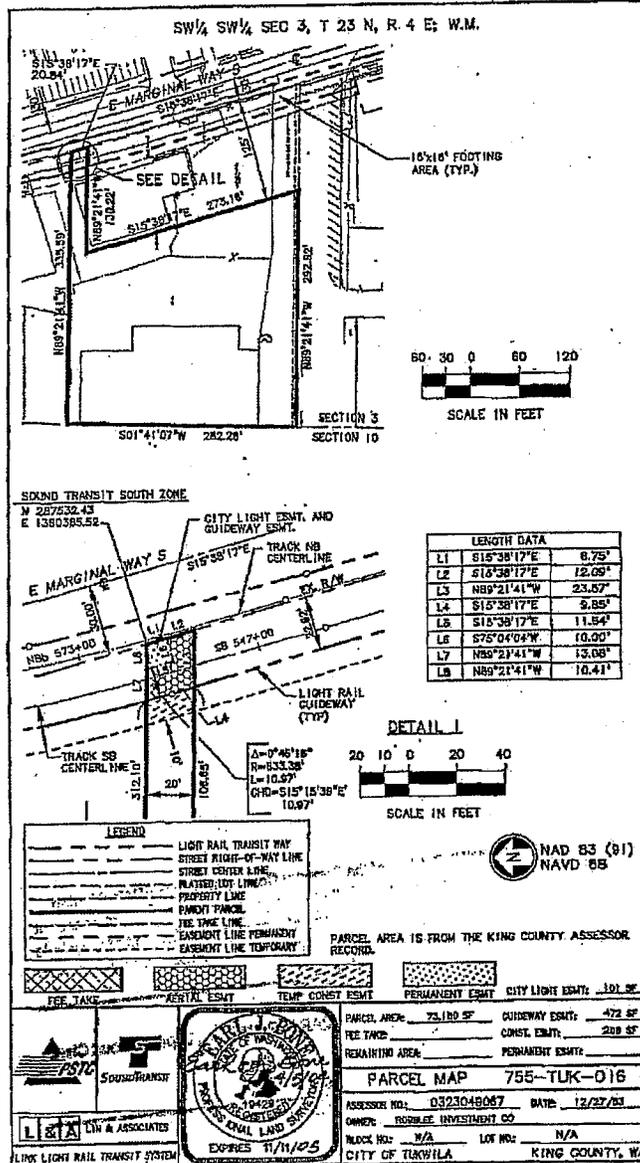
The City of Seattle is to be responsible, as provided by law, for any damage to the Grantor through its negligence in the construction, maintenance and operation of said electric system across, upon and under the property of said Grantor.

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors and assigns shall permanently remove all said electric system from said lands or shall permanently abandon said system, at which time all such rights, title, privileges and authority shall terminate.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

ROBBLEE INVESTMENT CO. OF WASHINGTON,
a Washington corporation





Mary Davis
SCL ST Central Link Light Rail ORD ATT 6
March 26, 2012
Version #3

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Seattle City Light
Real Estate Services, SMT 3012
Attention: Mary Davis
700 - 5th Ave., Suite 3200
P.O. Box 34023
Seattle, WA 98124-9871

ASSIGNMENT OF UTILITY EASEMENTS

Grantor: CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY

Grantee: CITY OF SEATTLE

Legal Description:

Abbreviated Legal: Govt Lot 1 Section 10 Township 23N Range 4E

Full Legal: See Exhibits B and C of the Stipulated Decree of
Appropriation, which is attached hereto as Exhibit A

**Property Tax
Parcel Number:** 102304-9059

Related Documents: Stipulated Decree of Appropriation recorded on August 1,
2005 under file number 20050801002014

THIS ASSIGNMENT OF UTILITY EASEMENTS is made and given as of the ____ day of _____, 2011, by the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority d/b/a Sound Transit ("Grantor"), to and for the benefit of the CITY OF SEATTLE and its City Light Department ("Grantee").

- 1 -

ROW #: TUK021 Batavia Holdings, LLC



RECITALS

A. Pursuant to the terms of that certain Stipulated Decree of Appropriation entered in the Superior Court of Washington for King County, Cause No. 04-2-18614-5 as of July 29, 2005 (the "Decree"), and recorded on August 1, 2005 under file number 20050801002014, Grantor was awarded the Condemned Property and Property Interests (as defined in the Decree) upon payment of a stated sum of money into the registry of the court.

B. A portion of the Condemned Property consists of utility easements over, under, upon and across the real property legally described in Exhibit A attached hereto (the "Utility Easements") to which, Grantor has the right, title and interest pursuant to the terms of the Decree. The purpose of the Utility Easements is for underground and surface rights.

C. The terms of the Utility Easements allow Grantor to convey and assign to Grantee all of its right, title and interest in the Utility Easements.

D. Pursuant to Resolution R2003-16, Grantor is authorized to execute such agreements as are customary and necessary for the disposal of real property interests.

NOW, THEREFORE, the parties agree as follows:

1. Transfer and Assignment. Grantor hereby transfers, assigns, delivers and conveys to Grantee, its successors and assigns, all right, title and interest of Grantor in, to and under the Utility Easements (Exhibits B and C to the Decree, which is attached hereto as Exhibit A).
2. Acceptance of Utility Easements. Grantee hereby accepts the conveyance and assignment of the Utility Easements made by Grantor.
3. Indemnification. Grantor shall have no further liability under the Utility Easements and Grantee shall bear and assume all rights and obligations of Grantor and shall be bound by the terms and conditions contained herein. Grantee agrees to indemnify, defend and hold Grantor harmless with respect to liability, loss, damage and expenses, including costs and reasonable attorneys' fees, incurred by Grantor, its officers, employees and agents arising with respect to the use of the Utility Easements from and after the date hereof.
4. Governing Law. This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of Washington.



5. Binding Effect. This Assignment shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of only the parties hereto.

IN WITNESS WHEREOF, Grantor has executed this Assignment as of the date first above written.

GRANTOR:

CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY, a regional transit authority

By: _____

Approved as to form:

By: Jennifer Belk
Sound Transit Legal Dept.

GRANTEE:

CITY OF SEATTLE AND ITS CITY LIGHT DEPARTMENT

By: _____

Title: _____

Date: _____

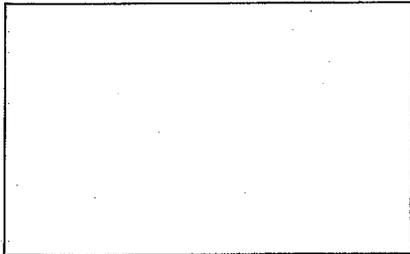


Mary Davis
SCL ST Central Link Light Rail ORD ATT 6
March 26, 2012
Version #3

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 was authorized to execute the instrument and acknowledged it as the _____ of the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____



(Signature)

(Please print name legibly)

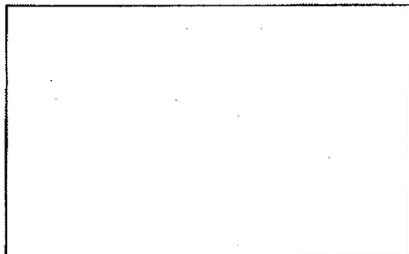
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the CITY OF SEATTLE, CITY LIGHT DEPARTMENT, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____



(Signature)

(Please print name legibly)

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____



Mary Davis
SCL ST Central Link Light Rail ORD ATT 6
March 26, 2012
Version #3

EXHIBIT A

**See Attached
Stipulated Decree of Appropriation**

- 6 -

ROW #: TUK021 Batavia Holdings, LLC



Tuk 02/

AFTER RECORDING MAIL TO:

Name Daniel B. Peters
Address Graham & Dunn, PC ~ Pier 70
2801 Alaskan Way, Suite 300
City/State Seattle, WA 98121



20050801002014

GRAHAM & DUNN J
PAGE 001 OF 052
08/01/2005 15:12
KING COUNTY, WA

84.00

Document Title(s): (or transactions contained therein)

1. Stipulated Decree of Appropriation

Claimant(s): (Last name first, then first name and initials)

1. Central Puget Sound Regional Transit Authority, d/b/a Sound Transit

Aggrieved Party(s): (Last name first, then first name and initials)

1. Batavia Holdings, LLC, a Washington limited liability company
2. GE Capital Equipment Financing, fka Metlife Capital Financial Corporation, a Delaware corporation
3. Overnite Transportation Company, a Virginia corporation
4. Puget Sound Energy, Inc., a Washington corporation, dba Puget Sound Power and Light Company, Inc., a Massachusetts corporation
5. Torre, Phillip and Mary
6. King County, a municipal corporation

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/ quarter)

GOVT LOT 1 SECTION 10 TOWNSHIP 23N RANGE 4E

- Complete legal description can be found in Exhibit A to Exhibit A of the attached Decree.

Assessor's Property Tax Parcel/Account Number(s):

102304-9059



**CERTIFIED
COPY**

FILED

05 JUL 29 PM 2:49 The Honorable Chris Washington

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA.

EXP01

**SUPERIOR COURT OF WASHINGTON
FOR KING COUNTY**

CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY, a regional transit
authority, dba Sound Transit,

Petitioner,

vs.

BATAVIA HOLDINGS, LLC, a Washington
limited liability company, et al.,

Respondents.

No. 04-2-18614-5KNT

STIPULATED DECREE OF
APPROPRIATION

Tax Parcel No. 102304-9059

(CLERK'S ACTION REQUIRED)

JUDGMENT SUMMARY - JUDGMENT AFFECTING TITLE

1. Abbreviated Legal Govt Lot 1 Section 10 Township 23N Range 4E
2. Petitioner Central Puget Sound Regional Transit Authority
3. Vested Fee Owners Batavia Holdings, LLC
4. Just Compensation Amt \$1,168,621.00
5. Costs and Fees Sound Transit to pay owner/owner's attorney, w/o deposit w/ the court, up to \$5,000 for actual appraisal fees, up to \$7,500 for actual legal fees incurred prior to December 2, 2004 and utility connection fees to the extent that they exceed (collectively) \$40,000, all upon presentation of invoice/receipt pursuant to the CR 2A - Settlement Agreement, incorporated here by this reference. Sound Transit also to pay w/o deposit w/ the court certain actual attorney and architectural and engineering fees incurred after December 1, 2004 and certain Additional Cure Work related costs, attributable to the design change, as further described in paragraph 12 of this Decree and the Letter Agreement, incorporated by this reference. Otherwise, each party to bear its own costs and expert and attorney fees.

STIPULATED DECREE OF
APPROPRIATION -- 1

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Seattle, Washington. 98121-1128
(206) 624-8300/Fax: (206) 340-9599

J.A.D.
L.S.

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**BIS
CITY
CLERK**

- 1 6. Prejudgment Interest Included in Principal Judgment Amount.
2
3 7. Unpaid Just Compensation Amount shall bear interest at the statutory rate from the date this
4 Decree is entered until the unpaid balance of the Just Compensation Amount is paid into the
5 registry of the Court in the manner set forth herein.

6 **STIPULATION**

7 THIS MATTER having come before the Court upon Petition of the Central Puget Sound
8 Regional Transit Authority ("Petitioner"), seeking:

- 9 1) A determination of just compensation to be paid in money for the taking and
10 appropriation of the subject property;
11 2) A judgment and decree of the Court providing for payment of the just
12 compensation so determined; and
13 3) A decree of appropriation appropriating certain property rights, title and
14 interests to the subject property in Petitioner.

15 Petitioner through its attorneys Larry J. Smith and Marisa Velling Lindell of Graham &
16 Dunn, and Respondent Batavia Holdings, LLC, through its attorney Daryl A. Deutsch of Rodgers
17 Deutsch & Turner, hereby stipulate to the following Facts and consent to entry of the following
18 Judgment and Decree of Appropriation.

19 **FACTS**

20 1. Batavia Holdings, LLC ("Batavia") is the vested owner of the real property identified as
21 King County Tax Parcel No. 102304-9059 (the "Parcel"). Petitioner seeks to appropriate
22 portions of the Parcel in connection with the Central Link Light Rail project and its related
23 facilities (the "Project"), as contemplated in Petitioner's Resolution No. 2003-16.

24 2. Specifically, with this condemnation, Petitioner sought to appropriate a portion of the
25 Parcel for:

- 26 a) A guideway easement as legally described and depicted in Exhibit A to this
Decree, pursuant to the terms of the Guideway Easement (the "Guideway Easement")
in the form of Exhibit A;

STIPULATED DECREE OF
APPROPRIATION -- 2

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- 1 b) A permanent easement as legally described and depicted in Exhibit B to this
- 2 Decree, pursuant to the terms of the Easement (the "Underground and Surface Rights
- 3 Easement") in the form of Exhibit B;
- 4 c) A permanent easement as legally described and depicted in Exhibit C to this
- 5 Decree, pursuant to the terms of the Easement (the "Guy Pole, Wires and Anchors
- 6 Easement") in the form of Exhibit C;
- 7 d) A temporary construction easement as legally described and depicted in Exhibit
- 8 D to this Decree, pursuant to the terms of the Temporary Construction Easement (the
- 9 "TCE") in the form of Exhibit D; and
- 10 e) A temporary access easement as legally described and depicted in Exhibit E to
- 11 this Decree, pursuant to the terms of the Temporary Access Easement (the "Access
- 12 Easement") in the form of Exhibit E.

13 Exhibits A through E to this Decree (collectively the "Condemned Property Interests") are
14 incorporated here by this reference.

15 3. In addition, Petitioner sought to appropriate a portion of the Parcel for a temporary
16 construction easement for demolition pursuant to the terms of the Temporary Construction
17 Easement for Demolition (the "Demo TCE") in substantially the form of Exhibit 7 to the Petition
18 in Eminent Domain, Exhibit E to the Findings of Fact, Conclusions of Law, Order and Judgment
19 Adjudicating Public Use and Necessity ("Order re Public Use"), and Exhibit E to the Stipulation
20 and Order Granting Immediate Possession and Use and Order Setting Date for Exchange of
21 Appraisal Reports ("Order re Possession"), all on file in this action.

22 4. The Order re Public Use was entered in this case on August 13, 2004. The Order re
23 Public Use encompasses the property interests described in Exhibits A through D to this Decree
24 as well as the Demo TCE. At the time that the Order re Public Use was entered the Access
25 Easement was not included as part of the property and property interests being condemned.

26

STIPULATED DECREE OF
APPROPRIATION -- 3

D.A.
L.S.
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Seattle, Washington 98121-1128
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1 5. The Order re Possession was entered in this case on September 30, 2004. That same day,
2 in satisfaction of Petitioner's monetary obligation under that Order, Petitioner deposited into the
3 registry of the court the sum of Three Hundred Sixty-Eight Thousand Seven Hundred and
4 No/100 Dollars (\$368,700.00). The Order re Possession encompasses the property interests
5 described in Exhibits A through D to this Decree as well as the Demo TCE. At the time that the
6 Order re Possession was entered the Access Easement was not included as part of the property
7 and property interests being condemned.

8 6. On December 1, 2004, Batavia, as the vested owner, and Petitioner agreed, through
9 settlement, that the total just compensation to be paid by Petitioner for the taking and
10 appropriating of the Condemned Property Interests was Nine Hundred Twenty-Five Thousand
11 and No/100 Dollars (\$925,000.00).

12 a. This amount included all compensation owed by Petitioner based on the
13 appropriation of the Condemned Property Interests, including any damage to the
14 remainder, claims for reimbursement and cost to cure, considerations of interest
15 and of expert and attorney fees and costs (but not including up to \$5,000 in actual
16 appraisal fees, up to \$7,500 in actual legal fees and City Light, water and sewer
17 extension fees to the extent that they exceed (collectively) Forty Thousand and
18 No/100 Dollars (\$40,000.00) ("Utility Extension Fees") as provided for in the
19 Judgment Summary above); and

20 b. This amount included compensation for certain cost-to-cure items that might
21 otherwise have been eligible for reimbursement through Petitioner's relocation
22 and reestablishment program as identified in Exhibit 2 to the parties' CR 2A -
23 Settlement Agreement, dated December 1, 2004, which is incorporated here by
24 this reference.

25 7. To the extent that any law requires Petitioner to remediate and/or clean up Hazardous
26 Substances (defined as any substance which now or hereafter becomes regulated under any

STIPULATED DECREE OF
APPROPRIATION -- 4

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LTS



1 federal, state or local statute, ordinance, rule, regulation or other law relating to environmental
2 protection, contamination or cleanup, and hereinafter referred to as "Hazardous Substances") on,
3 under or migrating from the Condemned Property Interests or Petitioner is required by law to
4 dispose of Hazardous Substances in any specified manner, Batavia and Petitioner further agree
5 that Petitioner reserves all legal rights and remedies that may exist under applicable law to
6 recover costs of such work from any responsible parties including, but not limited to, Batavia and
7 Batavia's tenant. Provided, however, that Petitioner will not deduct any such costs from the
8 amount it must deposit in order to satisfy its monetary obligations under this Decree. Petitioner
9 agrees that it will make reasonable efforts to include Batavia's predecessor as a defendant in the
10 event Petitioner commences an action to recover clean-up costs in state or federal court.

11 8. As part of the settlement, Batavia and Petitioner agreed that Batavia would do the
12 required demolition work, and that Batavia would grant Petitioner the Access Easement needed
13 for adjacent properties. Consequently the scope of the take needs to be amended to reflect the
14 elimination of the Demolition Easement and the addition of the Access Easement. Further, the
15 parties agree that Batavia and its contractors will make all reasonable efforts to complete the
16 required demolition work (partial demolition of the building and the clearing of the footprint of
17 the permanent easements being appropriated herein) within sixty (60) days after the date of entry
18 of this Decree, as shown in the preliminary schedules. Batavia and its contractors agree to meet
19 with Petitioner and its contractor as necessary to coordinate this work.

20 9. Batavia and Petitioner agree that all rights granted to Petitioner in and to the Demo TCE,
21 as provided for in the Exhibit E to the Order re Public Use and Exhibit E to the Order re
22 Possession should be voided.

23 10. Batavia and Petitioner agree that the Access Easement (Exhibit E to this Decree) is
24 necessary to and will be used for public purpose and is necessary for the public interest and that
25 there is public use and necessity for taking of the Access Easement for public purposes.
26

STIPULATED DECREE OF
APPROPRIATION -- 5

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Seattle, Washington 98121-1128
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1 11. Batavia and Petitioner agree that the Petition, the Order re Public Use and the Order re
2 Possession should be amended in order to amend to scope of the take so as to include the Access
3 Easement as described and depicted in Exhibit E to this Decree.

4 12. After entry of the Order re Public Use and the Order re Possession and Use and/or after
5 settlement was reached it was determined that the Underground and Surface Rights Easement
6 area needed to be relocated. Consequently refinements were made to the design of the Project
7 and the owner had to reconfigure the improvements. As a result, it was agreed that as part of the
8 just compensation to be paid for the Condemned Property Interests, Petitioner would pay as
9 additional damages Two Hundred Forty-Three Thousand Six Hundred Twenty-One and No/100
10 Dollars (\$243,621.00) for additional construction costs attributable to the design change resulting
11 from relocating the Underground and Surface Rights Easement area ("Additional Cure Work")
12 together with legal fees of Nine Thousand Six Hundred Twenty-Five and No/100 Dollars
13 (\$9,625.00) and architectural and engineering fees of Twenty-Five Thousand Eighty-Nine and
14 13/100 Dollars (\$25,089.13), and certain other Additional Cure Work related costs, if any, as
15 provided for in the parties' Letter Agreement, dated on or about July 22, 2005, which Letter
16 Agreement is incorporated here by this reference ("Related Costs"), to be paid without deposit to
17 the court as provided for and subject to the terms of the Letter Agreement.

18 13. Therefore, the total just compensation to be paid for the Condemned Property Interests is
19 One Million One Hundred Sixty-Eight Thousand Six Hundred Twenty-One and No/100 Dollars
20 (\$1,168,621.00).¹ This amount includes all compensation owed by Petitioner based on the
21 appropriation of the Condemned Property Interests, including any damage to the remainder,
22 claims for reimbursement and cost to cure, considerations of interest and of expert and attorney
23 fees and costs. Provided, however, it does not include the appraisal fees, the legal fees incurred
24 prior to December 2, 2004 and/or the Utility Connection Fees, to be paid without deposit to the
25

26 ¹\$925,000.00 + \$243,621

STIPULATED DECREE OF
APPROPRIATION -- 6

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Seattle, Washington 98121-1128
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1 court as provided for in the CR 2A - Settlement Agreement and judgment summary above.
2 Provided, however, it also does not include the attorney fees and architectural and engineering
3 fees relating to the redesign incurred after December 1, 2004 and/or Related Costs, if any, to be
4 paid without deposit to the court as provided for and subject to the terms of the Letter
5 Agreement.

6 14. The scope of the take also needs to be amended to reflect the change in the legal
7 description for the relocated Underground Surface Rights Easement and that Petitioner be
8 granted the easement as legally described and depicted in, and in the form of, the Underground
9 and Surface Rights Easement attached as Exhibit B to this Decree.

10 15. The parties agree that as relocated the Underground Surface Rights Easement, as
11 described and depicted in Exhibit B to this Decree, is necessary to and will be used for public
12 purpose and is necessary for the public interest and that there is public use and necessity for
13 taking of the Underground Surface Rights Easement for public purposes.

14 16. The parties acknowledge that Petitioner's payment of Three Hundred Sixty-Eight
15 Thousand Seven Hundred and No/100 Dollars (\$368,700.00) into the court registry, at the time
16 the Order re Possession was entered, represents partial payment of the One Million One Hundred
17 Sixty-Eight Thousand Six Hundred Twenty-One and No/100 Dollars (\$1,168,621.00).
18 Therefore, in order to satisfy the monetary requirements of this Decree, Petitioner need only
19 deposit Seven Hundred Ninety-Nine Thousand Nine Hundred Twenty-One and No/100 Dollars
20 (\$799,921.00).

21 ///
22 ///
23 ///
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STIPULATED DECREE OF
APPROPRIATION -- 7

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17. The parties agree to entry of a Decree of Appropriation in the following form.

Stipulated and Agreed to this 22nd day of July, 2005, by:

Stipulated and Agreed to this 22nd day of July, 2005, by:

GRAHAM & DUNN

RODGERS, DEUTSCH & TURNER

By [Signature]
Larry J. Smith, WSBA# 13648
Marisa Velling Lindell, WSBA# 18201
Attorneys for Petitioner

By [Signature]
Daryl A. Deutsch, WSBA# 11003
Attorneys for Batavia Holdings LLC

JUDGMENT AND DECREE

NOW, THEREFORE, in accordance with the parties' stipulation and agreement, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. That all rights granted to Petitioner in and to the Demo TCE, as provided for in Exhibit B to the Order re Public Use and Exhibit E to the Order re Possession should be and hereby are voided.
2. That the Access Easement (Exhibit E to this Decree) is necessary to and will be used for public purpose and is necessary for the public interest and that there is public use and necessity for taking of the Access Easement for public purposes.
3. That the Petition, the Order re Public Use and the Order re Possession should be, and hereby are, amended in order to amend to scope of the take so as to include the Access Easement as described and depicted in Exhibit E to this Decree, and each shall be, and hereby are, amended to incorporate, by virtue of this reference, the Access Easement, attached hereto as Exhibit E, as an Exhibit.
4. That the Underground Surface Rights Easement, as relocated (Exhibit B to this Decree), is necessary to and will be used for public purpose and is necessary for the public interest and that there is public use and necessity for taking of the Underground Surface Rights Easement, as relocated, for public purposes.

STIPULATED DECREE OF
APPROPRIATION -- 8

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1 5. That the Petition, the Order re Public Use and the Order re Possession, should be, and
2 hereby are, amended in order to amend to scope of the take so as to relocate the Underground and
3 Surface Rights Easement Area to that described and depicted in Exhibit B to this Decree, and to
4 incorporate, by this reference, the form of Underground and Surface Rights Easement attached
5 hereto as Exhibit B in place of the form of easement attached as Exhibit 4 to the Petition, as
6 Exhibit B to the Order re Public Use and as Exhibit B to the Order re Possession.

7 6. That the sum of One Million One Hundred Sixty-Eight Thousand Six Hundred Twenty-
8 One and No/100 Dollars (\$1,168,621.00) represents the just compensation to be paid by
9 Petitioner for the permanent taking and appropriation of the Guideway Easement (as legally
10 described in Exhibit A to this Decree), the permanent taking and appropriation of the
11 Underground and Surface Rights Easement (as legally described in Exhibit B to this Decree), the
12 permanent taking and appropriation of the Guy Pole Easement (as legally described in Exhibit C
13 to this Decree), the temporary taking and appropriation of the TCE (as legally described in
14 Exhibit D to this Decree), and the temporary taking and appropriation of the Access Easement (as
15 depicted in Exhibit E to this Decree) and compensation for certain cost-to-cure items that might
16 otherwise have been eligible for reimbursement through Petitioner's relocation and
17 reestablishment program as identified in Exhibit 2 to the parties' CR 2A - Settlement
18 Agreement. Provided, however, it does not include the appraisal fees, the legal fees incurred
19 prior to December 2, 2004 and/or the Utility Connection Fees to be paid without deposit to the
20 court as provided for in CR 2A - Settlement Agreement and the judgment summary above.
21 Provided, however, it also does not include the attorney fees and architectural and engineering
22 fees incurred after December 1, 2004 and/or Related Costs, if any, to be paid without deposit to
23 the court as provided for in and subject to the terms of the Letter Agreement.

24 7. That Petitioner's payment of Three Hundred Sixty-Eight Thousand Seven
25 Hundred and No/100 Dollars (\$368,700.00) into the court registry, at the time Petitioner was
26 granted immediate possession and use of the Condemned Property Interests, represents partial

STIPULATED DECREE OF
APPROPRIATION -- 9

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1 payment of the One Million One Hundred Sixty-Eight Thousand Six Hundred Twenty-One and
2 No/100 Dollars (\$1,168,621.00). Therefore, in order to satisfy the monetary requirements of this
3 Decree, Petitioner need only deposit Seven Hundred Ninety-Nine Thousand Nine Hundred
4 Twenty-One and No/100 Dollars (\$799,921.00) (the "Deposit").

5 8. That upon Petitioner's payment of Seven Hundred Ninety-Nine Thousand Nine
6 Hundred Twenty-One and No/100 Dollars (\$799,921.00) into the registry of the court,

7 a) Petitioner shall be deemed to have appropriated a permanent taking of the
8 Guideway Easement, as legally described and depicted in Exhibit A hereto, and the
9 Guideway Easement in the form of Exhibit A shall be granted to Petitioner, with all of
10 the rights and restrictions as described therein, which restrictions shall bind all named
11 Respondents in this action, and those claiming by, through or under them; and

12 b) Petitioner shall be deemed to have appropriated a permanent taking of the
13 Underground and Surface Rights Easement, as legally described and depicted in
14 Exhibit B hereto, and the Underground and Surface Rights Easement in the form of
15 Exhibit B shall be granted to Petitioner, with all of the rights and restrictions as
16 described therein, which restrictions shall bind all named Respondents in this action,
17 and those claiming by, through or under them; and

18 c) Petitioner shall be deemed to have appropriated a permanent taking of the Guy
19 Pole Easement, as legally described and depicted in Exhibit C hereto, and the Guy
20 Pole, Wires and Anchors Easement in the form of Exhibit C shall be granted to
21 Petitioner, with all of the rights and restrictions as described therein, which
22 restrictions shall bind all named Respondents in this action, and those claiming by,
23 through or under them; and

24 d) Petitioner shall be deemed to have appropriated a temporary taking of the TCE, as
25 legally described and depicted in Exhibit D hereto, and the TCE in the form of
26 Exhibit D is granted to Petitioner, with all of the rights and restrictions as described

STIPULATED DECREE OF
APPROPRIATION -- 10

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1 therein, which restrictions shall bind all named Respondents in this action, and those
2 claiming by, through or under them; and

3 e) Petitioner shall be deemed to have appropriated a temporary taking of the Access
4 Easement, as depicted in Exhibit E hereto, and the Access Easement in the form of
5 Exhibit E shall be and hereby is granted to Petitioner, with all of the rights and
6 restrictions as described therein, which restrictions shall bind all named Respondents
7 in this action, and those claiming by, through or under them.

8 9. That delinquent taxes, if any, as to the entirety of the property, shall be set over to
9 that portion not condemned herein as provided for in RCW 84.60.070.

10 10. That a certified copy of this Decree shall be filed in the Office of the County
11 Auditor and shall be recorded by such Auditor like a deed of real estate with like effect.

12 11. That all agreements of the parties as set forth in the Facts section of the Decree
13 are hereby incorporated by reference and shall be deemed part of the Judgment of the court to the
14 extent not otherwise specifically documented in the Judgment above.

15
16 DONE IN OPEN COURT this _____ day of _____, 2005.

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18 JUDGE/COURT COMMISSIONER
19 APPROVED
20 JUL 29 2005
21 Kimberly Prochnau
22 COURT COMMISSIONER

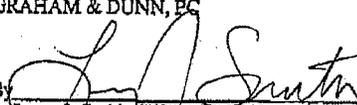
JUDGE/COURT COMMISSIONER

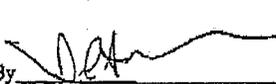
21 Stipulated to and Presented by

Stipulated to; Copy received; Notice of
Presentation Waived; Approved as to Form:

22 GRAHAM & DUNN, PC

RODGERS, DEUTSCH & TURNER

23
24 By 
25 Larry J. Smith, WSPA# 13648
26 Marisa Velling Lindell, WSPA# 18201
Attorneys for Petitioner

By 
Daryl A. Deutsch, WSPA# 11003
Attorneys for Batavia Holdings LLC

STIPULATED DECREE OF
APPROPRIATION - 11

GRAHAM & DUNN PC
Flor 70 - 2801 Alaskan Way - Suite 300
Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599

M30607-005164_4

JUL 26 2005 3:28 PM FR GE CAPITAL-13TH FLOOR50 3498 TO 82063409599 P.02

1 Copy received; Notice of Presentation
2 Waived; Approved as to Form:

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Waived; Approved as to Form

3 ~~GE CAPITAL EQUIPMENT FINANCING~~
4 ~~GE Commercial Finance Business~~
5 ~~Property Corporation of WA Netlife~~
6 ~~Capital Financial Corporation~~

KING COUNTY PROSECUTING
ATTORNEY'S OFFICE

7 By: [Signature]
8 Name: Jorge Flores

By: [Signature]
John Zeldenrust, WSBA #19797
Attorneys for Respondent King County

9 Its: Vice President
10 Approved: Kushal Myers, Corporate
11 Presented in Ex Parte: Counsel

12 By: [Signature]
13 KCBA#
14 Law Clerk / Paralegal

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STIPULATED DECREE OF
APPROPRIATION -- 12

GRAHAM & DLINN PC
Pier 70 - 2801 Alaskan Way - Suite 300
Seattle, Washington 98121-1128
(206) 624-8300 / Fax: (206) 340-9599

M30607-605164_4

** TOTAL PAGE 02 **



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GRAHAM & DUNN, PC

RODGERS, DEUTSCH & TURNER

By _____
Larry J. Smith, WSBA# 13648
Marisa Velling Lindell, WSBA# 18201
Attorneys for Petitioner

By _____
Daryl A. Deutsch, WSBA# 11003
Attorneys for Batavia Holdings LLC

Copy received; Notice of Presentation
Waived; Approved as to Form:

Copy received; Notice of Presentation
Waived; Approved as to Form

GE CAPITAL EQUIPMENT FINANCING

KING COUNTY PROSECUTING
ATTORNEY'S OFFICE

By _____
Name: _____
Its: _____

By: *Manaral Fall* for _____
John Zeldenrust, WSBA #19797
Attorneys for Respondent King County
WSBA # 19019

Presented in Ex Parte:

By: _____
KCBA#
Law Clerk / Paralegal

STIPULATED DECREE OF
APPROPRIATION -- 12

GRAHAM & DUNN PC
Pier 70 - 2801 Alaska Way - Suite
300
Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599

M30607-005164_4



Mary Davis
SCL ST Central Link Light Rail ORD ATT 6
March 26, 2012
Version #3

Exhibit B

M.D.
LTS



When Recorded Return To:

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

EASEMENT (Underground and Surface Rights)
P.M.#230410-2-011; CP# _____
King County Assessor's No. 102304-9059

THIS INDENTURE, made this _____ day of _____ 20____, between BATAVIA HOLDINGS, L.L.C., a Washington limited liability company, hereinafter called the Grantor; and THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a Washington regional transit authority, hereinafter called the Grantee; WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns, the right, privilege and authority to install, construct, erect, alter, repair, energize, operate and maintain underground electric distribution facilities at depths not exceeding 15 feet, which consist of vaults, manholes, handholes, ducts, conduits, cables, wires and other necessary or convenient appurtenances; ALSO the right, privilege and authority to the Grantee, its successors and assigns, to install, construct, erect, alter, repair, energize, operate and maintain at the ground level, electric transformer units and electric junction cabinets and/or containers, together with such appurtenances necessary to make said underground and surface installations an integrated electric system. All such electric system is to be located upon, under and across the lands and premises situated in the County of King, State of Washington, legally described in Exhibit A hereto and depicted in Exhibit B hereto (Parcel Map 757-Tuk-021) to wit:

Together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from said lands across adjacent lands of the Grantor for the purpose of installing, constructing, altering, repairing, energizing, operating and maintaining said electric system, and the right at any time to remove all or any part of said electric system from said lands.

Also the right to the Grantee, its successors and assigns, at all times to cut and trim brush, trees or other plants standing or growing upon said lands which, in the opinion of the Grantee, interfere with the maintenance or operation of the system, or constitute a menace or danger to said electric system.

The Grantor, its administrators, successors and assigns, hereby covenants and agrees that no structure or fire hazards will be erected or permitted within the above described easement area

M30607-521490.3.doc

Page 1 of 3

JAD
LTS



without prior written approval from the Grantee, its successors or assigns; that no digging will be done or permitted within the easement area which will in any manner disturb the facilities or their solidity or unearth any portion thereof; and that no blasting or discharge of any explosives will be permitted within fifty (50) feet of said lines and appurtenances.

Central Puget Sound Regional Transit Authority may assign its rights under this easement to the City of Seattle. Upon such assignment, Central Puget Sound Regional Transit Authority shall have no further liability under this Easement and the City of Seattle shall bear and assume all rights and obligations of Grantee arising under this Easement and shall be bound by the terms and conditions contained herein.

The City of Seattle is to be responsible, as provided by law, for any damage to the Grantor through its negligence in the construction, maintenance and operation of said electric system across, upon and under the property of said Grantor.

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors and assigns shall permanently remove all said electric system from said lands or shall permanently abandon said system, at which time all such rights, title, privileges and authority shall terminate.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

BATAVIA HOLDINGS, L.L.C.,
a Washington limited liability company

By: _____
Title

By: _____
Title

DAA
LJS



EXHIBIT "A" EASEMENT

R/W No. 757-TUK-021
PIN 102304-9059-08
Batavia Holdings, LLC

Grantor's Entire Parcel :
Per First American Title Insurance Company order number 863565-ST, Second Report, dated December 27, 2002.

ALL THAT PORTION OF GOVERNMENT LOT 1, SECTION 10, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING NORTH OF THE DUWAMISH RIVER OR NORTH OF THE GOVERNMENT MEANDER LINE ALONG THE NORTH BANK OF SAID RIVER AND WEST OF THE WESTERLY LINE OF EAST MARGINAL WAY;
EXCEPT THAT PORTION AS CONDEMNED BY KING COUNTY SUPERIOR COURT CAUSE NO. 469557 FOR TRANSMISSION LINES;
ALSO EXCEPT ALL EXISTING COUNTY ROADS;
ALSO EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID GOVERNMENT LOT 1, LYING SOUTH $00^{\circ}32'40''$ WEST 636.35 FEET FROM THE NORTHWEST CORNER THEREOF;
THENCE SOUTH $88^{\circ}51'20''$ EAST PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 1, 208.79 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH $69^{\circ}47'10''$ EAST 514 FEET, MORE OR LESS, TO THE WESTERLY LINE OF EAST MARGINAL WAY;
THENCE SOUTH $16^{\circ}48'50''$ EAST ALONG SAID WESTERLY LINE TO THE DUWAMISH RIVER;
THENCE WESTERLY ALONG THE DUWAMISH RIVER TO A POINT WHICH BEARS SOUTH $20^{\circ}12'50''$ EAST FROM THE TRUE POINT OF BEGINNING;
THENCE NORTH $20^{\circ}12'50''$ WEST TO THE TRUE POINT OF BEGINNING

Permanent Easement Area acquired by Grantee (for Seattle City Light):

(Underground and Surface Rights Area)

ALL THAT PORTION OF THE ABOVE DESCRIBED GRANTOR'S PARCEL DESCRIBED AS FOLLOWS:

COMMENCING AT THE SURVEY MONUMENT ON THE CENTERLINE OF EAST MARGINAL WAY SOUTH NEAR THE CENTERLINE OF SOUTH 112TH STREET, SAID MONUMENT BEING A TWO-INCH DIAMETER BRASS DISK SET IN CONCRETE APPROXIMATELY 0.7 FEET DOWN IN A MONUMENT CASE AND HAVING SOUND TRANSIT SOUTH ZONE COORDINATES OF N286871.83, E 1380601.59;
THENCE S15°38'17"E, ALONG THE CENTERLINE OF EAST MARGINAL WAY SOUTH, A DISTANCE OF 274.68 FEET, SAID CENTERLINE BEING 30 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY RIGHT OF WAY LINE OF SAID STREET, SAID WESTERLY LINE BEING ALSO THE EASTERLY LINE OF GRANTOR'S PARCEL;
THENCE AT RIGHT ANGLES S74°21'43"W A DISTANCE OF 61.48 FEET TO A POINT HAVING SOUND TRANSIT SOUTH ZONE COORDINATES OF N286590.74, E 1380616.43, BEING THE TRUE POINT OF BEGINNING;
THENCE S13°32'42"E A DISTANCE OF 120.19 FEET;
THENCE S77°55'54"W A DISTANCE OF 1.53 FEET;

Exhibit A to Underground & Surface
Rights Easement (Page 1 of 2)

613344_2.doc 5/4/2005 by Earl J. .

J.A.A.
LTS



THENCE S11°45'55"E A DISTANCE OF 102.34 FEET TO A POINT ON THE SOUTH LINE OF GRANTOR'S PARCEL, SAID POINT BEING, BY SOUND TRANSIT SURVEY, 44.36 FEET SOUTHWESTERLY OF THE SOUTHEAST CORNER THEREOF;
THENCE N71°00'10"E ALONG SAID SOUTH LINE A DISTANCE OF 20.16 FEET TO A POINT DISTANT 20.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE LAST DESCRIBED LINE SEGMENT;
THENCE N11°45'55"W A DISTANCE OF 31.01 FEET TO A POINT HAVING SOUND TRANSIT SOUTH ZONE COORDINATES OF N286410.30, E 1380676.69;
THENCE S78°15'48"W A DISTANCE OF 2.62 FEET;
THENCE N11°44'12"W A DISTANCE OF 24.00 FEET;
THENCE N78°15'48"E A DISTANCE OF 2.61 FEET;
THENCE N11°45'55"W A DISTANCE OF 75.65 FEET;
THENCE S75°51'58"W A DISTANCE OF 4.26 FEET;
THENCE N14°08'02"W A DISTANCE OF 18.00 FEET;
THENCE N75°51'58"E A DISTANCE OF 4.03 FEET;
THENCE N15°44'51"W A DISTANCE OF 78.80 FEET;
THENCE S74°27'53"W A DISTANCE OF 3.30 FEET;
THENCE N15°32'07"W A DISTANCE OF 18.00 FEET;
THENCE N74°27'53"E A DISTANCE OF 3.10 FEET;
THENCE N15°34'25"W A DISTANCE OF 7.68 FEET;
THENCE N15°50'13"W A DISTANCE OF 21.86 FEET;
THENCE N15°44'51"W A DISTANCE OF 49.47 FEET;
THENCE S74°21'43"W A DISTANCE OF 3.03 FEET;
THENCE N15°38'17"W A DISTANCE OF 18.00 FEET;
THENCE N74°21'43"E A DISTANCE OF 3.00 FEET;
THENCE N15°44'51"W A DISTANCE OF 11.76 FEET TO A POINT ON THE NORTH LINE OF GRANTOR'S PARCEL, SAID POINT BEING, BY SOUND TRANSIT SURVEY, 16.06 FEET WESTERLY OF THE NORTHEAST CORNER THEREOF;
THENCE S87°18'43"W ALONG SAID NORTH LINE A DISTANCE OF 20.53 FEET TO A POINT DISTANT 20.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE LAST DESCRIBED LINE SEGMENT;
THENCE S15°44'51"E A DISTANCE OF 83.89 FEET;
THENCE S15°50'13"E A DISTANCE OF 21.83 FEET;
THENCE S15°34'25"E A DISTANCE OF 17.73 FEET;
THENCE S15°27'48"E A DISTANCE OF 14.00 FEET;
THENCE N76°27'08"E A DISTANCE OF 4.00 FEET TO THE TRUE POINT OF BEGINNING.

Containing an area of 6,678 square feet more or less.

NOTE: THE BASIS OF BEARINGS IS THE WASHINGTON COORDINATE SYSTEM OF 1983, 1991 ADJUSTMENT (NAD 83/91). COORDINATES ARE REFERENCED TO THE SOUND TRANSIT LINK LIGHT RAIL SOUTH ZONE PROJECT DATUM. TO CONVERT TO THE WASHINGTON COORDINATE SYSTEM OF 1983/91, NORTH ZONE, FIRST SUBTRACT 100,000 FROM BOTH THE NORTING AND EASTING, THEN MULTIPLY THESE COORDINATES BY THE COMBINED SCALE FACTOR OF 0.999997515.

Exhibit A to Underground & Surface
Rights Easement (Page 2 of 2)

613344_2.doc 5/4/2005 by Earl J. Bone

D.A.J.
LTS



Mary Davis
 SCL ST Central Link Light Rail ORD ATT 6
 March 26, 2012
 Version #3

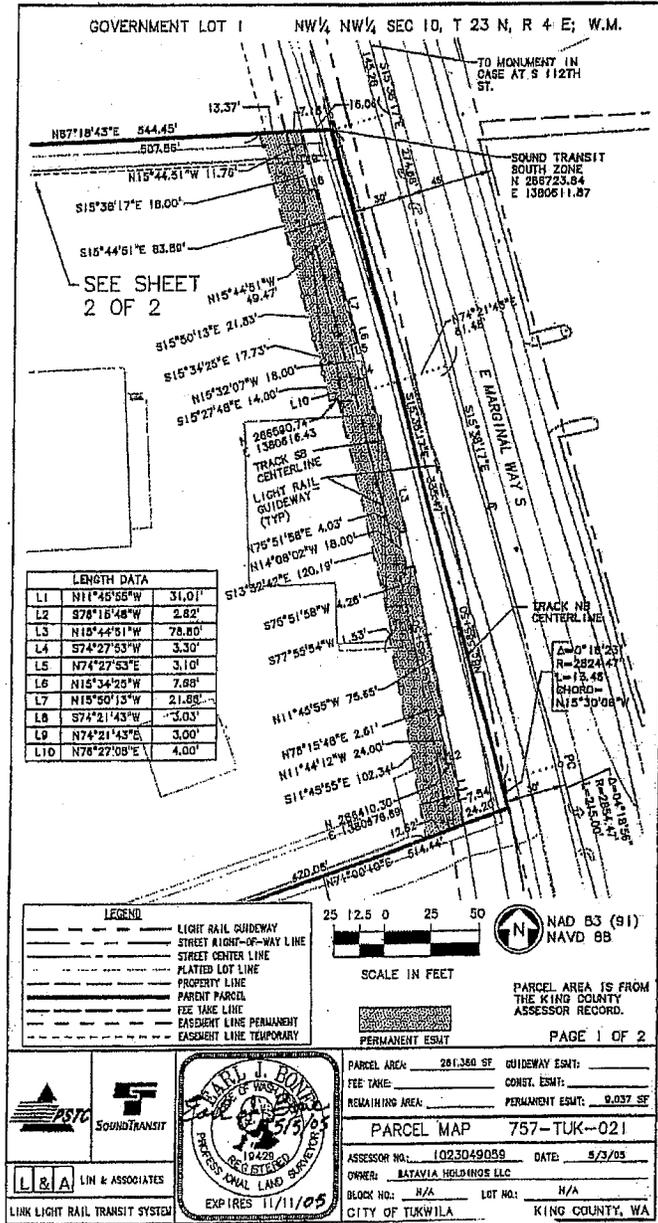


Exhibit B to Underground & Surface Rights Easement (Page 1 of 2)



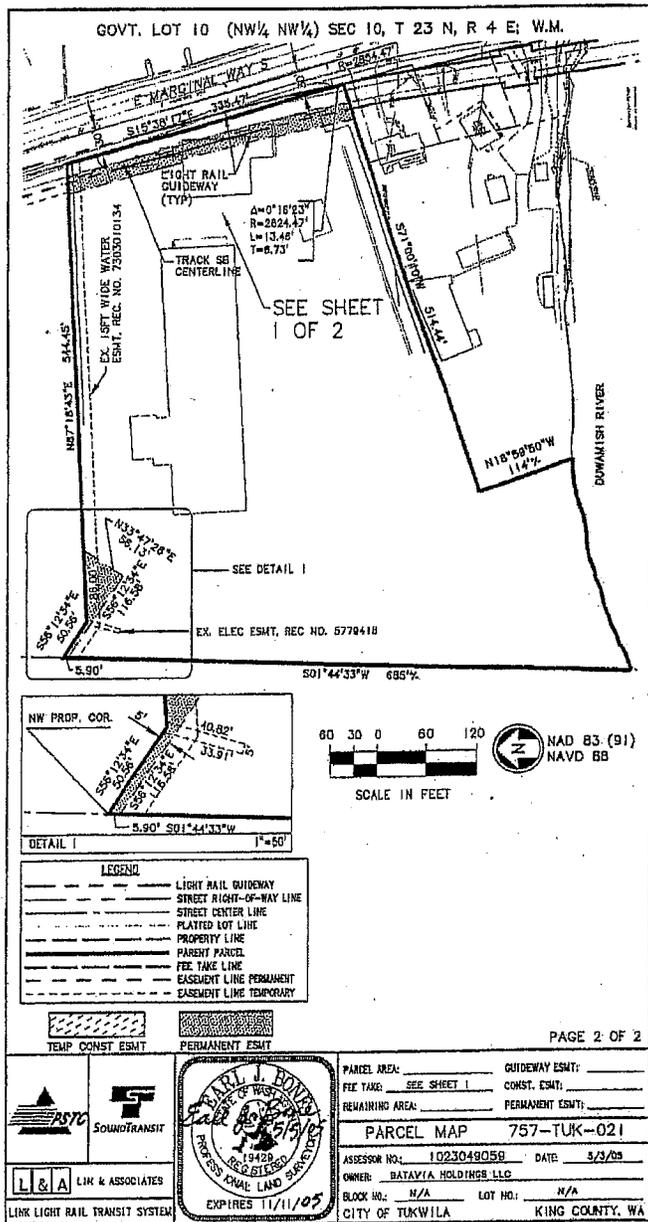


Exhibit B to Underground & Surface
 Rights Easement (Page 2 of 2)

DM
 LFS



Mary Davis
SCL ST Central Link Light Rail ORD ATT 6
March 26, 2012
Version #3

Exhibit C

MDA
LJS



When Recorded Return To:

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

EASEMENT (Guy Pole, Wires and Anchors)
P.M.#230410-2-012; CF# _____
King County Assessor's No. 102304-9059

THIS INDENTURE, made this _____ day of _____, 20____, between BATAVIA HOLDINGS, L.L.C., a Washington limited liability company, hereinafter called the Grantor; and THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a Washington regional transit authority, hereinafter called the Grantee; WITNESSETH:

That the Grantor, for and in consideration of the sum of one Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and quitclaims to the Grantee, its successors and assigns, the right, privilege and authority to install, construct, erect, alter, improve, repair and maintain an electric transmission system, consisting of the necessary pole, with braces, guys and anchors at depths not exceeding 18 feet, across, over, upon and under the lands and premises situated in the County of King, State of Washington; legally described in Exhibit A hereto and depicted in Exhibit B hereto (Parcel Map 757-Tuk-021).

Together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from said lands across adjacent lands of the Grantor for the purpose of constructing, reconstructing, repairing, renewing, altering and changing said guy wires and anchors, and the right at any time to remove said guy wires and anchors from said lands.

Also the right to the Grantee, its successors and assigns, at all times to cut and trim brush, trees or other plants standing or growing upon said lands which, in the opinion of the Grantee, interfere with the maintenance or operation of the system, or constitute a menace or danger to said electric system.

The Grantor, its administrators, successors and assigns, hereby covenant and agree that no structure or fire hazards will be erected or permitted within the above described easement area without prior written approval from the Grantee, its successors and assigns; and that no blasting or discharge of any explosives will be permitted within fifty (50) feet of said lines and appurtenances.

J.A.D.
LTS



Central Puget Sound Regional Transit Authority may assign its rights under this easement to the City of Seattle. Upon such assignment, Central Puget Sound Regional Transit Authority shall have no further liability under this Easement and the City of Seattle shall bear and assume all rights and obligations of Grantee arising under this Easement and shall be bound by the terms and conditions contained herein.

It is understood and agreed that the City of Seattle is to be responsible, as provided by law, for any damage resulting to the Grantor through its negligence in the construction and maintenance of said guy wires and anchors across, over, under and upon the property of said Grantor.

The right, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors and assigns, shall permanently remove said guy wires and anchors, at which time all such right, title, privilege and authority hereby granted shall terminate.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

BATAVIA HOLDINGS, L.L.C.,
a Washington limited liability company

By: _____
Title

By: _____
Title

JAN
LTS



EXHIBIT "A" EASEMENT

R/W No. 757-TUK-021
PIN 102304-9059-08
Batavia Holdings, LLC

Grantor's Entire Parcel :
Per First American Title Insurance Company order number 863565-ST, Second Report, dated December 27, 2002.

ALL THAT PORTION OF GOVERNMENT LOT 1, SECTION 10, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING NORTH OF THE DUWAMISH RIVER OR NORTH OF THE GOVERNMENT MEANDER LINE ALONG THE NORTH BANK OF SAID RIVER AND WEST OF THE WESTERLY LINE OF EAST MARGINAL WAY;
EXCEPT THAT PORTION AS CONDEMNED BY KING COUNTY SUPERIOR COURT CAUSE NO. 469557 FOR TRANSMISSION LINES;
ALSO EXCEPT ALL EXISTING COUNTY ROADS;
ALSO EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID GOVERNMENT LOT 1, LYING SOUTH $00^{\circ}32'40''$ WEST 636.35 FEET FROM THE NORTHWEST CORNER THEREOF;
THENCE SOUTH $88^{\circ}51'20''$ EAST PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 1, 208.79 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH $69^{\circ}47'10''$ EAST 514 FEET, MORE OR LESS, TO THE WESTERLY LINE OF EAST MARGINAL WAY;
THENCE SOUTH $16^{\circ}48'50''$ EAST ALONG SAID WESTERLY LINE TO THE DUWAMISH RIVER;
THENCE WESTERLY ALONG THE DUWAMISH RIVER TO A POINT WHICH BEARS SOUTH $20^{\circ}12'50''$ EAST FROM THE TRUE POINT OF BEGINNING;
THENCE NORTH $20^{\circ}12'50''$ WEST TO THE TRUE POINT OF BEGINNING

(Guy Pole, Wires and Anchors Area)

BEGINNING AT THE NORTHWEST CORNER OF SAID GRANTOR'S PARCEL;
THENCE $S01^{\circ}44'33''$ W ALONG THE WEST LINE THEREOF A DISTANCE OF 5.90 FEET TO A POINT DISTANT 5.00 FEET SOUTHERLY OF THE NORTH LINE OF GRANTORS PARCEL AS MEASURED AT RIGHT ANGLES THEREFROM;
THENCE $S56^{\circ}12'34''$ E PARALLEL WITH THE MOST WESTERLY PORTION OF SAID NORTH LINE A DISTANCE OF 116.58 FEET;
THENCE AT RIGHT ANGLES $N33^{\circ}47'26''$ E A DISTANCE OF 56.13 FEET TO THE NORTH LINE OF GRANTOR'S PARCEL;
THENCE $S87^{\circ}18'43''$ W ALONG SAID NORTH LINE A DISTANCE OF 86.00 FEET TO AN EXISTING ANGLE POINT OF SAID NORTH LINE;
THENCE $N56^{\circ}12'34''$ W ALONG SAID NORTH LINE A DISTANCE OF 50.56 FEET TO THE POINT OF BEGINNING.

Containing an area of 2,359 square feet more or less.

NOTE: THE BASIS OF BEARINGS IS THE WASHINGTON COORDINATE SYSTEM OF 1983, 1991 ADJUSTMENT (NAD 83/91). COORDINATES ARE REFERENCED TO THE SOUND TRANSIT LINK LIGHT RAIL SOUTH ZONE PROJECT DATUM. TO CONVERT TO THE WASHINGTON COORDINATE SYSTEM OF 1983/91, NORTH ZONE, FIRST SUBTRACT 100,000 FROM BOTH THE NORTHING AND EASTING, THEN MULTIPLY THESE COORDINATES BY THE COMBINED SCALE FACTOR OF 0.999997515.

Exhibit A to Guy Pole, Wire & Anchors
Easement

613344_2.doc 5/4/2005 by Earl J. Bone

JMB
LTS

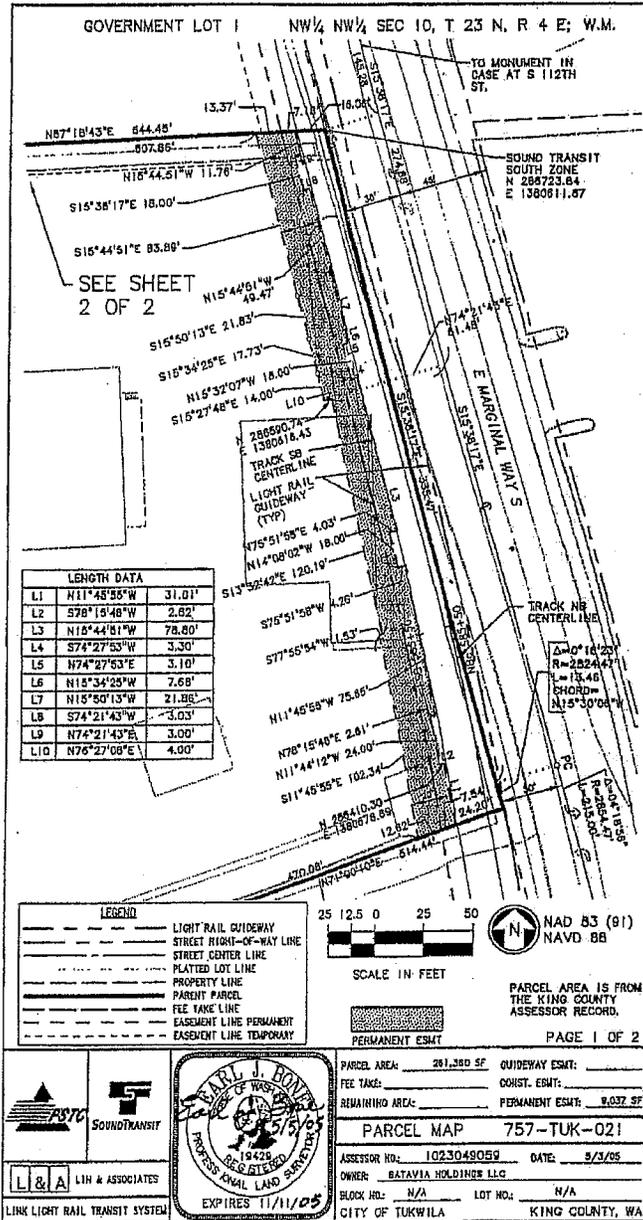


Exhibit B to Guy Pole, Wire & Anchors
 Easement (Page 1 of 2)



Mary Davis
SCL ST Central Link Light Rail ORD ATT 7
March 26, 2012
Version #3

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Seattle City Light
Real Estate Services, SMT 3012
Attention: Mary Davis
700 - 5th Ave., Suite 3200
P.O. Box 34023
Seattle, WA 98124-9871

ASSIGNMENT OF UTILITY EASEMENTS

Grantor: CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY

Grantee: CITY OF SEATTLE

Legal Description:

Abbreviated Legal: Govt Lot 1 Section 10 Township 23N Range 4E

Full Legal: See Exhibits B, E and G of the Stipulation for and Decree of Appropriation, which are attached hereto as Exhibit A

**Property Tax
Parcel Numbers:** 102304-9055; 102304-9071; 102304-9060

Related Documents: Stipulation for and Decree of Appropriation recorded on
September 28, 2005 under file number 20050928000504

THIS ASSIGNMENT OF UTILITY EASEMENTS is made and given as of the ____ day of _____, 2011, by the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority d/b/a Sound Transit ("Grantor"), to and for the benefit of the CITY OF SEATTLE and its City Light Department ("Grantee").

- 1 -

ROW #: TUK022, 024, 025 Carosino, Torghelle



RECITALS

A. Pursuant to the terms of that certain Stipulation for and Decree of Appropriation entered in the Superior Court of Washington for King County, Cause No. 04-2-18631-5 as of September 23, 2005 (the "Decree"), and recorded on September 28, 2005 under file number 20050928000504, Grantor was awarded the Condemned Property and Property Interests (as defined in the Decree) upon payment of a stated sum of money into the registry of the court.

B. A portion of the Condemned Property consists of utility easements over, under, upon and across the real property legally described in Exhibit A attached hereto (the "Utility Easements") to which, Grantor has the right, title and interest pursuant to the terms of the Decree. The purpose of the Utility Easements is for underground and surface rights.

C. The terms of the Utility Easements allow Grantor to convey and assign to Grantee all of its right, title and interest in the Utility Easements.

D. Pursuant to Resolution R2003-16, Grantor is authorized to execute such agreements as are customary and necessary for the disposal of real property interests.

NOW, THEREFORE, the parties agree as follows:

1. Transfer and Assignment. Grantor hereby transfers, assigns, delivers and conveys to Grantee, its successors and assigns, all right, title and interest of Grantor in, to and under the Utility Easements (Exhibits B, E and G to the Decree, which is attached hereto as Exhibit A).
2. Acceptance of Utility Easements. Grantee hereby accepts the conveyance and assignment of the Utility Easements made by Grantor.
3. Indemnification. Grantor shall have no further liability under the Utility Easements and Grantee shall bear and assume all rights and obligations of Grantor and shall be bound by the terms and conditions contained herein. Grantee agrees to indemnify, defend and hold Grantor harmless with respect to liability, loss, damage and expenses, including costs and reasonable attorneys' fees, incurred by Grantor, its officers, employees and agents arising with respect to the use of the Utility Easements from and after the date hereof.
4. Governing Law. This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of Washington.

5. Binding Effect. This Assignment shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of only the parties hereto.

IN WITNESS WHEREOF, Grantor has executed this Assignment as of the date first above written.

GRANTOR:

CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY, a regional transit authority

By: _____

Approved as to form:

By: Jennifer Belk
Sound Transit Legal Dept.

GRANTEE:

CITY OF SEATTLE AND ITS CITY LIGHT DEPARTMENT

By: _____

Title: _____

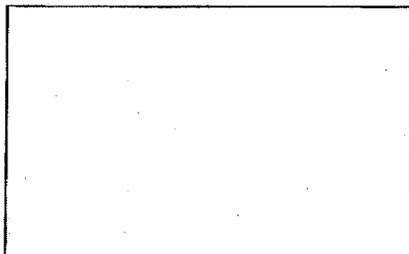
Date: _____



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 was authorized to execute the instrument and acknowledged it as the _____ of the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____



(Signature)

(Please print name legibly)

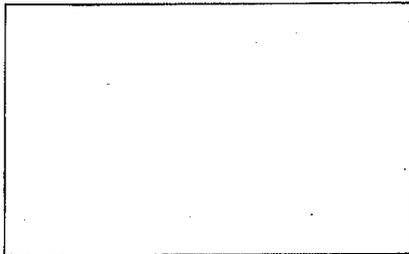
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the CITY OF SEATTLE, CITY LIGHT DEPARTMENT, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____



(Signature)

(Please print name legibly)

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____



Mary Davis
SCL ST Central Link Light Rail ORD ATT 7
March 26, 2012
Version #3

EXHIBIT A

**See Attached
Stipulation for and Decree of Appropriation**

- 6 -

ROW #: TUK022, 024, 025 Carosino, Torghole



022,021,025

AFTER RECORDING MAIL TO:

Name Daniel B. Peters
Address Pier 70
2801 Alaskan Way, Suite 300
City/State Seattle, WA 98121



20050928000504

GRAHAM & DUNN AISC 92.00
PAGE 001 OF 061
09/28/2005 08:46
KING COUNTY, WA

Document Title(s): (or transactions contained therein)

1. Stipulation for and Decree of Appropriation

Claimant(s): (Last name first, then first name and initials)

1. Central Puget Sound Regional Transit Authority, d/b/a Sound Transit

Aggrieved Party(s): (Last name first, then first name and initials)

1. Rinaldo Carosino and Lorraine Carosino
2. Magda Torghelle, fka Magda Carosino
3. Tony Carosino and Jane Doe Carosino
4. Bruno Carosino and Jane Doe Carosino
5. Jennifer Christianson and John Doe Christianson
6. Eric Adams and Jane Doe Adams
7. Rick Larson Enterprises, Inc., dba Roof Doctor, a Washington corporation
8. EDCA, Inc., upon information and belief dba EDCA Roofing, a Washington corporation
9. Puget Sound Energy, Inc., a Washington corporation, fka Puget Sound Power and Light Company, a Massachusetts corporation
10. King County, a municipal corporation
11. All Unknown Owners and All Unknown Tenants

Abbreviated Legal Description as follows:

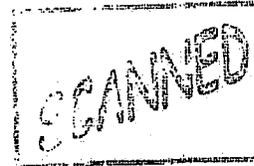
GOVT LOT I SECTION 10 TOWNSHIP 23N RANGE 4E

- Complete legal description can be found in Exhibit A, D and F to attached Decree.

Assessor's Property Tax Parcel/Account Number(s):

102304-9055; 102304-9071; 102304-9060

102304 102304 102304



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2005 SEP 23 PM 2:43

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

The Honorable George Mattson

EXPOI
CERTIFIED
COPY

SUPERIOR COURT OF WASHINGTON
FOR KING COUNTY

CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY, a regional transit
authority, dba SOUND TRANSIT,

Petitioner,

vs.

RINALDO CAROSINO and LORRAINE
CAROSINO, individually and the marital
community composed thereof, et al.,

Respondents.

No. 04-2-18631-5KNT

STIPULATION FOR AND DECREE OF
APPROPRIATION

Tax Parcel No. 102304-9055
Tax Parcel No. 102304-9060
Tax Parcel No. 102304-9071

(CLERK'S ACTION REQUIRED)

JUDGMENT SUMMARY - JUDGMENT AFFECTING TITLE

- 1. Abbrev. Legal Description of Property Govt Lot 1 Section 10 Township 23 N Range 4 E
- 2. Petitioner Central Puget Sound Regional Transit Authority
- 3. Vested Fee Owners Rinaldo and Lorraine Carosino, Magda Torhele, and Tony and Jane Doe Carosino
- 4. Just Compensation Amt \$360,000.00
- 5. Costs and Fees Sound Transit to pay up to \$5,000 for actual appraisal fees incurred and up to \$10,000 for actual attorney fees incurred in connection with Sound Transit's revisions to the temporary construction easements (Exhibits C and H) condemned herein, such amount to be paid to the vested owners/their attorney, without deposit with the court, subject to receipt and review of billing records. Otherwise, each party to bear its own costs and expert and attorney fees.
- 6. Prejudgment Interest Included in Principal Judgment Amount.

STIPULATION FOR AND DECREE OF
APPROPRIATION -- 1

GRAHAM & DUNN, PC
Pier 70 - 2801 Alaskan Way - Suite 300
Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599

M30020-627930



1
2 7. Any unpaid Just Compensation Amount shall bear interest at the statutory rate from the date
3 this Decree is entered until the unpaid balance of the Just Compensation Amount is paid into the
4 registry of the Court in the manner set forth herein.

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STIPULATION

THIS MATTER having come before the Court upon Petition of the Central Puget Sound
Regional Transit Authority ("Petitioner"), seeking:

- 1) A determination of just compensation to be paid in money for the taking and appropriation of the subject property;
- 2) A judgment and decree of the Court providing for payment of the just compensation so determined; and
- 3) A decree of appropriation appropriating certain property rights, title and interests to the subject property in Petitioner.

Petitioner through its attorneys Jeffrey A. Beaver and Marisa Velling Lindell of Graham & Dunn, and Respondents Rinaldo and Lorraine Carosino, Magda Torhele (fka Magda Carosino), and Tony and Jane Doe Carosino (collectively the "Carosinos"), through their attorney Richard W. Pierson of Kingman, Peabody, Pierson & Fitzharris, hereby stipulate to the following Facts and consent to entry of the following Decree of Appropriation.

FACTS

1. The Carosinos are the vested owners of the real property identified as King County Tax Parcel No. ("TPN") 102304-9055 ("TUK 024"), TPN 102304-9060 ("TUK 022") and TPN 102304-9071 ("TUK 025") (hereinafter collectively the "Property"). With this condemnation, Petitioner seeks to appropriate portions of the Property in connection with the Central Link Light Rail project and its related facilities (the "Project"), as contemplated in Petitioner's Resolution No. 2003-16 (the "Resolution").

2. Specifically, with this condemnation, Petitioner seeks to appropriate the following portions of the Property:

(a) A portion of TUK 024 for:

STIPULATION FOR AND DECREE OF
APPROPRIATION -- 2

M30020-627930

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- 1 (1) A guideway easement, as legally described and depicted in, and in substantially the
2 form of, **Exhibit A** ("TUK 024 Guideway Easement");
3 (2) An underground and surface rights easement, as legally described and depicted in, and
4 in substantially the form of, **Exhibit B** ("TUK 024 Underground and Surface Rights
5 Easement"); and
6 (3) A temporary construction easement, as legally described and depicted in, and in
7 substantially the form of, **Exhibit C** ("TUK 024 TCE").

8 **(b) A portion of TUK 022 for:**

- 9 (1) A guideway easement, as legally described and depicted in, and in substantially the
10 form of, **Exhibit D** ("TUK 022 Guideway Easement"); and
11 (2) An underground and surface rights easement, as legally described and depicted in, and
12 in substantially the form of, **Exhibit E** ("TUK 022 Underground and Surface Rights
13 Easement");

14 **(c) A portion of TUK 025 for:**

- 15 (1) A guideway easement/column, as legally described and depicted in, and in
16 substantially the form of, **Exhibit F** ("TUK 025 Guideway Easement");
17 (2) An underground and surface rights easement, as legally described and depicted in, and
18 in substantially the form of, **Exhibit G** ("TUK 025 Underground and Surface Rights
19 Easement"); and
20 (3) A temporary construction easement, as legally described and depicted in, and in
21 substantially the form of, **Exhibit H** ("TUK 025 TCE").

22 3. Collectively, the property described and depicted in Exhibits A through H to this Decree,
23 inclusive, are hereinafter referred to as the "Condemned Property." Exhibits A through H to this
24 Decree are incorporated here by this reference.
25
26

STIPULATION FOR AND DECREE OF
APPROPRIATION -- 3

M30020-627930

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1 4. On August 5, 2004, the Petition was amended eliminating a temporary construction
2 easement as to TUK 022 from the scope of the condemnation. On August 16, 2004, an Order
3 Adjudicating Public Use and Necessity was entered in this case.

4 5. A Stipulated Order Granting Petitioner Immediate Possession and Use to the Condemned
5 Property was entered in this case on September 13, 2004. That same day, in satisfaction of
6 Petitioner's monetary obligation under that Order, Petitioner deposited into the registry of the
7 court the sum of One Hundred Twenty-Eight Thousand and No/100 Dollars (\$128,000.00).

8 6. On March 24, 2005, by Stipulation and Order to Amend First Amended Petition, Order of
9 Public Use and Necessity and Order Granting Immediate Possession and Use, the scope of the
10 take was modified again, this time to modify the form of the temporary construction easement
11 sought to be appropriated as to TUK 024 and TUK 025. Exhibit C and Exhibit H, hereto, are the
12 form of easement as modified by the Stipulation and Order to Amend First Amended Petition,
13 Order of Public Use and Necessity and Order Granting Immediate Possession and Use, which
14 constitutes a portion of the Condemned Property.

15 7. The Carosinos, as the vested owners, and Petitioner have agreed, through settlement, that
16 the total just compensation to be paid by Petitioner for the taking and appropriating of the
17 Condemned Property is Three Hundred Sixty Thousand and No/100 Dollars (\$360,000.00). This
18 amount includes all compensation owed by Petitioner based on the appropriation of the
19 Condemned Property and Property Interests, including any damage to the remainder, claims for
20 reimbursement and cost to cure, considerations of interest and of expert and attorney fees and
21 costs. This amount does not include the up to \$5,000.00 in actual appraisal fees, and up to
22 \$10,000 in actual attorney fees incurred in connection with Sound Transit's revisions to the
23 temporary construction easements (Exhibits C and H) condemned herein, to be paid to the vested
24 owners/their attorney, without deposit with the court, subject to receipt and review of billing
25 records, as provided for in the judgment summary.

26

STIPULATION FOR AND DECREE OF
APPROPRIATION -- 4

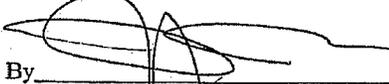
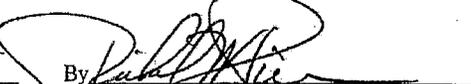
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Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599

M30020-627930



1 8. The parties acknowledge that Petitioner's payment of One Hundred Twenty-Eight
2 Thousand and No/100 Dollars (\$128,000.00) into the court registry, at the time Petitioner was
3 granted immediate possession and use of the Condemned Property, represents partial payment of
4 the Three Hundred Sixty Thousand and No/100 Dollars (\$360,000.00). Therefore, in order to
5 satisfy the monetary requirements of this Decree, Petitioner need only deposit Two Hundred
6 Thirty-Two Thousand and No/100 Dollars (\$232,000.00).

7
8 Stipulated and Agreed to this 2nd day of SEPTEMBER, 2005, by: Stipulated and Agreed to this 5th day of
9 SEPTEMBER, 2005, by: AUGUST, 2005, by:
10 GRAHAM & DUNN KINGMAN, PEABODY, PIERSON &
FITZHARRIS

11
12 By  By 
13 Jeffrey A. Beaver, WSBA# 16091 Richard W. Pierson, WSBA# 3884
14 Marisa Velling Lindell, WSBA# 18201 Attorneys for Rinaldo and Lorraine
Carosino, Magda Torhele (fka Magda
Carosino) and Tony and Jane Doe Carosino

15
16 **JUDGMENT AND DECREE**

17 **NOW, THEREFORE**, in accordance with the parties' stipulation and agreement, it is
18 hereby **ORDERED, ADJUDGED AND DECREED** as follows:

19 1. That the sum of Three Hundred Sixty Thousand and No/100 Dollars
20 (\$360,000.00) represents the just compensation to be paid by Petitioner for the TUK 024
21 Guideway Easement (Exhibit A), TUK 024 Underground and Surface Rights Easement (Exhibit
22 B), TUK 024 TCE (Exhibit C), TUK 022 Guideway Easement (Exhibit D), TUK 022
23 Underground and Surface Rights Easement (Exhibit E), TUK 025 Guideway Easement (Exhibit
24 F), TUK 025 Underground and Surface Rights Easement (Exhibit G), and TUK 025 TCE
25 (Exhibit H) this amount does not include the up to \$5,000.00 in actual appraisal fees, and up to
26 \$10,000 in actual attorney fees incurred in connection with Sound Transit's revisions to the
temporary construction easements (Exhibits C and H) condemned herein, to be paid to the vested
STIPULATION FOR AND DECREE OF
APPROPRIATION -- 5

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M30020-627930



- 1 owners/their attorney, without deposit with the court, subject to receipt and review of billing
2 records, as provided for in the judgment summary
- 3 2. That Petitioner's payment of One Hundred Twenty-Eight Thousand and No/100 Dollars
4 (\$128,000.00) into the court registry, at the time Petitioner was granted immediate possession
5 and use of the Condemned Property, represents partial payment of the Three Hundred Sixty
6 Thousand and No/100 Dollars (\$360,000.00). Therefore, in order to satisfy the monetary
7 requirements of this Decree, Petitioner need only deposit Two Hundred Thirty-Two Thousand
8 and No/100 Dollars (\$232,000.00) (the "Deposit").
- 9 3. That upon Petitioner's payment of Two Hundred Thirty-Two Thousand and No/100
10 Dollars (\$232,000.00) into the registry of the court,
- 11 a) Petitioner shall be deemed to have appropriated a permanent taking of TUK 024
12 Guideway Easement, as legally described and depicted in Exhibit A, and TUK 024
13 Underground and Surface Rights Easement, as legally described and depicted in
14 Exhibit B, and to have appropriated a temporary taking of TUK 024 TCE, as legally
15 described and depicted in Exhibit C and Petitioner shall be granted these easements
16 with all of the rights and restrictions as described therein, which restrictions shall bind
17 all named Respondents in this action, and those claiming by, through or under them;
18 and
- 19 b) Petitioner shall be deemed to have appropriated a permanent taking of TUK 022
20 Guideway Easement, as legally described and depicted in Exhibit D, and TUK 022
21 Underground and Surface Rights Easement, as legally described and depicted in
22 Exhibit E and Petitioner shall be granted these easements with all of the rights and
23 restrictions as described therein, which restrictions shall bind all named Respondents
24 in this action, and those claiming by, through or under them; and
- 25 c) Petitioner shall be deemed to have appropriated a permanent taking of TUK 025
26 Guideway Easement, as legally described and depicted in Exhibit F, and TUK 025

STIPULATION FOR AND DECREE OF
APPROPRIATION -- 6

M30020-627930

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Seattle, Washington 98121-1128
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Mary Davis
SCL ST Central Link Light Rail ORD ATT 7
March 26, 2012
Version #3

Exhibit B



Mary Davis
SCL ST Central Link Light Rail ORD ATT 7
March 26, 2012
Version #3

When Recorded Return to:

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

EASEMENT (Underground and Surface Rights)
P.M.#230410-2-014; CF# _____
755-TUK-024
King County Assessor's No. 102304-9055

THIS INDENTURE, made this _____ day of _____, 20____, between RINALDO CAROSINO and LORRAINE CAROSINO, husband and wife, hereinafter called the Grantors; and the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority, and its assigns, hereinafter called the Grantee; WITNESSETH:

That the Grantors, for and in consideration of the sum of One Dollar (1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby convey and grant to the Grantee, its successors and assigns, the right, privilege and authority to install, construct, erect, alter, repair, energize, operate and maintain underground electric distribution facilities at depths not exceeding 15 feet, which consist of vaults, manholes, handholes, ducts, conduits, cables, wires and other necessary or convenient appurtenances; ALSO the right, privilege and authority to the Grantee, its successors and assigns, to install, construct, erect, alter, repair, energize, operate and maintain at the ground level, electric transformer units and electric junction cabinets and/or containers, together with such appurtenances necessary to make said underground and surface installations an integrated electric system. All such electric system is to be located upon, under and across the following described lands and premises situated in the County of King, State of Washington, to wit:

A strip of land 20 feet wide, over a portion of the following described property:

The southerly 90 feet of the northerly 180 feet of the easterly 100 feet of that portion of Government Lot 1, Section 10, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing at a point on the west line of said Government Lot 1 lying South 00°32'40" West, 636.35 feet from the northwest corner thereof;
thence South 88°51'20" East parallel with the north line of said Government Lot 1, 208.79 feet to the TRUE POINT OF BEGINNING;



thence North 69°47'10" East, 514.00 feet, more or less, to the westerly line of East Marginal Way;
thence along said westerly line to the Duwamish River;
thence westerly along the Duwamish River to a point which bears South 20°12'50" East from the true point of beginning;
thence North 20°12'50" West to the true point of beginning.
EXCEPT that portion thereof conveyed to King County by deed recorded under recording no. 8708280479.

measured at right angles, adjoining and all lying westerly of the following described side line:

Commencing at the northeast corner thereof, having Sound Transit South Zone Coordinates of North 286298.43, East 1380722.72;
thence South 71°00'10" West, 26.02 feet to the TRUE POINT OF BEGINNING of the herein described side line;
thence South 09°27'09" East, 41.45 feet;
thence South 03°53'58" West, 24.30 feet;
thence South 08°37'03", East, 27.18 feet to the terminus of said side line.

(As shown on the attached Parcel Map 755-TUK-024 and by this reference made a part hereof.)

NOTE: THE BASIS OF BEARINGS IS THE WASHINGTON COORDINATE SYSTEM OF 1983, 1991 ADJUSTMENT (NAD 83/91). COORDINATES ARE REFERENCED TO THE SOUTH TRANSIT LINK LIGHT RAIL SOUTH ZONE PROJECT DATUM. TO CONVERT TO THE WASHINGTON COORDINATE SYSTEM OF 1983/91, NORTH ZONE, SUBTRACT 100,000 FROM BOTH THE NORTHING AND EASTING, THEN MULTIPLY THESE COORDINATES BY THE COMBINED SCALE FACTOR OF 0.999997515.

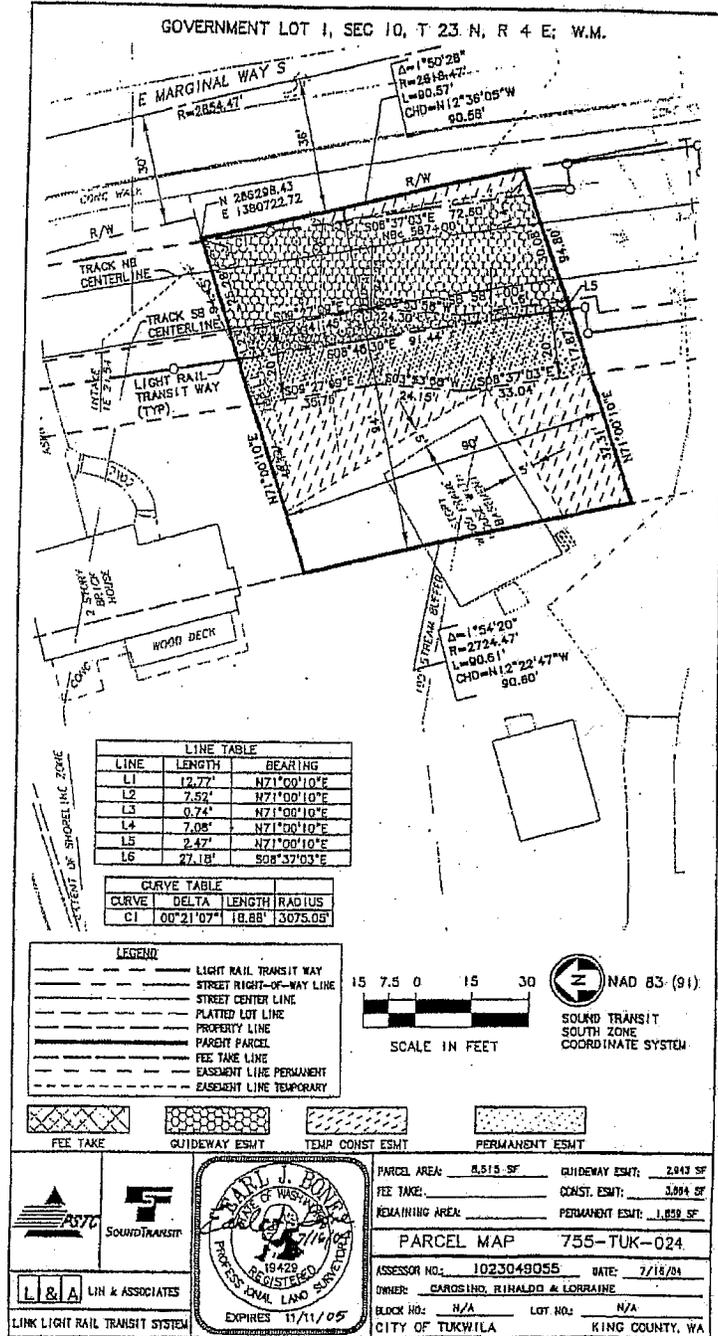
Together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from said lands across adjacent lands of the Grantors for the purpose of installing, constructing, altering, repairing, energizing, operating and maintaining said electric system, and the right at any time to remove all or any part of said electric system from said lands.

Also the right to the Grantee, its successors and assigns, at all times to cut and trim brush, trees or other plants standing or growing upon said lands which, in the opinion of the Grantee, interfere with the maintenance or operation of the system, or constitute a menace or danger to said electric system.

The Grantors, their heirs, executors, administrators, successors and assigns, hereby covenant and agree that no structure or fire hazards will be erected or permitted within the above described easement area without prior written approval from the Grantee, its successors or assigns; that no digging will be done or permitted within the easement area which will in any manner disturb the facilities or their solidity or unearth any portion thereof; and that no blasting or discharge of any explosives will be permitted within fifty (50) feet of said lines and appurtenances.



Mary Davis
 SCL ST Central Link Light Rail ORD ATT 7
 March 26, 2012
 Version #3



Mary Davis
SCL ST Central Link Light Rail ORD ATT 7
March 26, 2012
Version #3

Exhibit E



When Recorded Return to:

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

EASEMENT (Underground and Surface Rights)
P.M.#230410-2-013; CF# _____
755-TUK-022
King County Assessor's No. 102304-9060

THIS INDENTURE, made this _____ day of _____, 20____, between
MAGDA CAROSINO TORGHELE, who also appears of record as Magda T. Carrossino Torghele,
as her separate estate, hereinafter called the Grantor; and the CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY, a regional transit authority, and its assigns, hereinafter
called the Grantee; WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar (1.00) and other
valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to the
Grantee, its successors and assigns, the right, privilege and authority to install, construct, erect,
alter, repair, energize, operate and maintain underground electric distribution facilities at depths not
exceeding 15 feet, which consist of vaults, manholes, handholes, ducts, conduits, cables, wires and
other necessary or convenient appurtenances; ALSO the right, privilege and authority to the
Grantee, its successors and assigns, to install, construct, erect, alter, repair, energize, operate and
maintain at the ground level, electric transformer units and electric junction cabinets and/or
containers, together with such appurtenances necessary to make said underground and surface
installations an integrated electric system. All such electric system is to be located upon, under and
across the following described lands and premises situated in the County of King, State of
Washington, to wit:

A strip of land 20 feet wide, over a portion of the following described property:

The northerly 90 feet of the easterly 100 feet of that portion of Government Lot 1,
Section 10, Township 23 North, Range 4 East, W.M., in King County, Washington,
described as follows:

Commencing at a point on the west line of said Government Lot 1 lying South
00°32'40" West, 636.35 feet from the northwest corner thereof;
thence South 88°51'20" East parallel with the north line of said Government Lot 1,
208.79 feet to the TRUE POINT OF BEGINNING;



thence North 69°47'10" East, 514.00 feet, more or less, to the westerly line of East Marginal Way;
thence along said westerly line to the Duwamish River;
thence westerly along the Duwamish River to a point which bears South 20°12'50" East from the true point of beginning;
thence North 20°12'50" West to the true point of beginning.

measured at right angles, adjoining and all lying westerly of the following described side line:

Commencing at the northeast corner thereof, having Sound Transit South Zone Coordinates of N286387.82, E1380705.89;
thence South 71°00'10" West, 24.08 feet to the TRUE POINT OF BEGINNING of the herein described side line;
thence South 09°27'09" East, 91.26 feet to the terminus of said side line.

(As shown on the attached Parcel Map 755-TUK-022 and by this reference made a part hereof.)

NOTE: THE BASIS OF BEARINGS IS THE WASHINGTON COORDINATE SYSTEM OF 1983, 1991 ADJUSTMENT (NAD 83/91). COORDINATES ARE REFERENCED TO THE SOUTH TRANSIT LINK LIGHT RAIL SOUTH ZONE PROJECT DATUM. TO CONVERT TO THE WASHINGTON COORDINATE SYSTEM OF 1983/91, NORTH ZONE, SUBTRACT 100,000 FROM BOTH THE NORTHING AND EASTING, THEN MULTIPLY THESE COORDINATES BY THE COMBINED SCALE FACTOR OF 0.999997515.

Together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from said lands across adjacent lands of the Grantor for the purpose of installing, constructing, altering, repairing, energizing, operating and maintaining said electric system, and the right at any time to remove all or any part of said electric system from said lands.

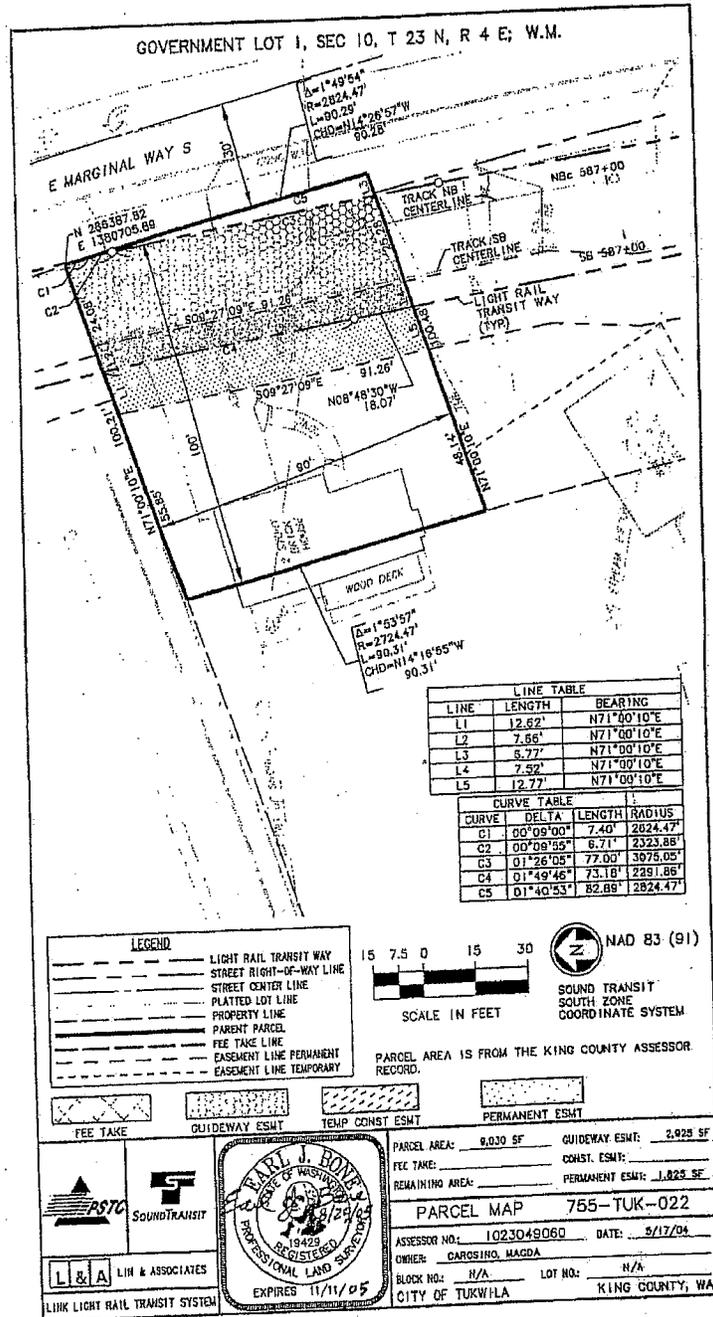
Also the right to the Grantee, its successors and assigns, at all times to cut and trim brush, trees or other plants standing or growing upon said lands which, in the opinion of the Grantee, interfere with the maintenance or operation of the system, or constitute a menace or danger to said electric system.

The Grantor, her heirs, executors, administrators, successors and assigns, hereby covenants and agrees that no structure or fire hazards will be erected or permitted within the above described easement area without prior written approval from the Grantee, its successors or assigns; that no digging will be done or permitted within the easement area which will in any manner disturb the facilities or their solidity or unearth any portion thereof; and that no blasting or discharge of any explosives will be permitted within fifty (50) feet of said lines and appurtenances.

The Grantee is to be responsible, as provided by law, for any damage to the Grantor through its negligence in the construction, maintenance and operation of said electric system across, upon and under the property of said Grantor.



Mary Davis
 SCL ST Central Link Light Rail ORD ATT 7
 March 26, 2012
 Version #3



Mary Davis
SCL ST Central Link Light Rail ORD ATT 7
March 26, 2012
Version #3

Exhibit G



When Recorded Return to:

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

EASEMENT (Underground and Surface Rights)
P.M.#230410-2-015; CF# _____
755-TUK-025
King County Assessor's No. 102304-9071

THIS INDENTURE, made this _____ day of _____, 20____, between RINALDO CAROSINO and LORRAINE CAROSINO, husband and wife, and MAGDA CAROSINO TORGHELE, formerly MAGDA CAROSINO, as her separate estate, hereinafter called the Grantors; and the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority, and its assigns, hereinafter called the Grantee; WITNESSETH:

That the Grantors, for and in consideration of the sum of One Dollar (1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby convey and grant to the Grantee, its successors and assigns, the right, privilege and authority to install, construct, erect, alter, repair, energize, operate and maintain underground electric distribution facilities at depths not exceeding 15 feet, which consist of vaults, manholes, handholes, ducts, conduits, cables, wires and other necessary or convenient appurtenances; ALSO the right, privilege and authority to the Grantee, its successors and assigns, to install, construct, erect, alter, repair, energize, operate and maintain at the ground level, electric transformer units and electric junction cabinets and/or containers, together with such appurtenances necessary to make said underground and surface installations an integrated electric system. All such electric system is to be located upon, under and across the following described lands and premises situated in the County of King, State of Washington, to wit:

That portion of the following described property:

That portion of Government Lot 1, Section 10, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing South 00°32'40" West, 636.35 feet from the northwest corner of Government Lot 1;
thence South 88°51'20" East parallel with the north line thereof 208.79 feet to the TRUE POINT OF BEGINNING;



thence North 69°47'10" East, 514.00 feet, more or less, to the westerly line of East Marginal Way;
thence along said westerly line to the Duwamish River;
thence westerly along said Duwamish River to a point which bears South 20°12'50" East from the true point of beginning;
thence North 20°12'50" West to the true point of beginning;
EXCEPT the northerly 90 feet of the easterly 100 feet thereof;
EXCEPT the southerly 90 feet of the northerly 180 feet of the easterly 100 feet thereof;
AND EXCEPT that portion thereof conveyed to King County by deed recorded under recording no. 8708280481.

described as follows:

Commencing at Sound Transit South Zone Coordinates of N286210.05, E1380742.48, being by Sound Transit Survey the northeasterly corner of the above described property on the west line of East Marginal Way South, said west line being distant 36 feet from the centerline thereof;
thence South 71°00'10" West, 37.16 feet to the TRUE POINT OF BEGINNING;
thence South 08°37'03" East, 8.00 feet;
thence South 81°22'57" West, 4.41 feet;
thence South 08°37'03" East, 30.00 feet;
thence North 81°22'57" East, 43.41 feet to the east line of the above described property, the same being the west line of East Marginal Way South distant 36 feet from the centerline thereof;
thence South 11°19'21" East, along said line, 20.02 feet to a point distant 20 feet southerly of the last above described course as measured at right angles therefrom;
thence South 81°22'57" West, 59.66 feet;
thence North 08°37'03" West, 54.34 feet to the northerly line of the above described property;
thence North 71°00'10" East, along the said northerly line, 20.34 feet to the true point of beginning.

(As shown on the attached Parcel Map 755-TUK-025 and by this reference made a part hereof.)

NOTE: THE BASIS OF BEARINGS IS THE WASHINGTON COORDINATE SYSTEM OF 1983, 1991 ADJUSTMENT (NAD 83/91). COORDINATES ARE REFERENCED TO THE SOUTH TRANSIT LINK LIGHT RAIL SOUTH ZONE PROJECT DATUM. TO CONVERT TO THE WASHINGTON COORDINATE SYSTEM OF 1983/91, NORTH ZONE, SUBTRACT 100,000 FROM BOTH THE NORTHING AND EASTING, THEN MULTIPLY THESE COORDINATES BY THE COMBINED SCALE FACTOR OF 0.999997515.

Together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from said lands across adjacent lands of the Grantors for the purpose of installing,



constructing, altering, repairing, energizing, operating and maintaining said electric system, and the right at any time to remove all or any part of said electric system from said lands.

Also the right to the Grantee, its successors and assigns, at all times to cut and trim brush, trees or other plants standing or growing upon said lands which, in the opinion of the Grantee, interfere with the maintenance or operation of the system, or constitute a menace or danger to said electric system.

The Grantors, their heirs, executors, administrators, successors and assigns, hereby covenant and agree that no structure or fire hazards will be erected or permitted within the above described easement area without prior written approval from the Grantee, its successors or assigns; that no digging will be done or permitted within the easement area which will in any manner disturb the facilities or their solidity or unearth any portion thereof; and that no blasting or discharge of any explosives will be permitted within fifty (50) feet of said lines and appurtenances.

The Grantee is to be responsible, as provided by law, for any damage to the Grantors through its negligence in the construction, maintenance and operation of said electric system across, upon and under the property of said Grantors.

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors and assigns shall permanently remove all said electric system from said lands or shall permanently abandon said system, at which time all such rights, title, privileges and authority shall terminate.

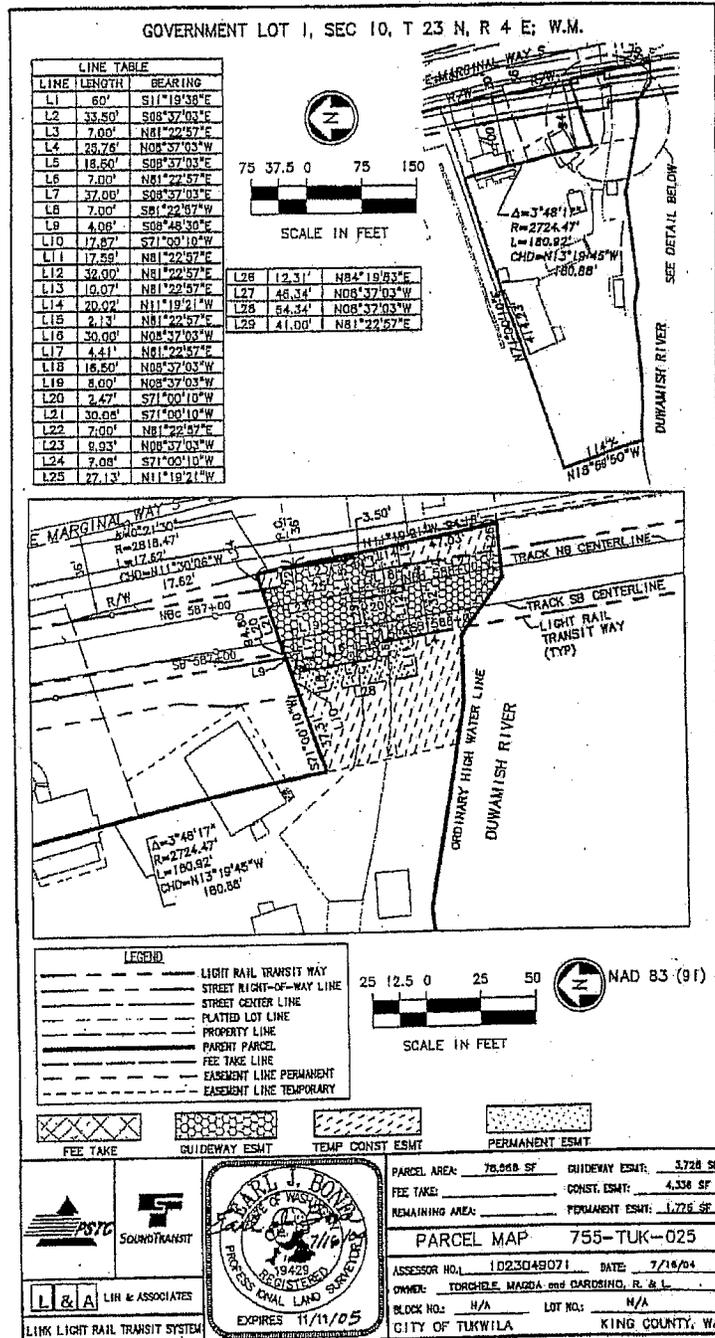
IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

RINALDO CAROSINO

LORRAINE CAROSINO

MAGDA CAROSINO TORGHELE





Mary Davis
SCL ST Central Link Light Rail ORD ATT 8
March 26, 2012
Version #3

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Seattle City Light
Real Estate Services, SMT 3012
Attention: Mary Davis
700 - 5th Ave., Suite 3200
P.O. Box 34023
Seattle, WA 98124-9871

ASSIGNMENT OF UTILITY EASEMENT

Grantor: CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY

Grantee: CITY OF SEATTLE

Legal Description:

Abbreviated Legal: Ptm lots 9 & 10, Blk 2 of 3rd Add to Adams Home Tracts, Vol.
15, Pg. 17

Full Legal: See Exhibit A attached

Property Tax

Parcel Number: 004300-0335

Related Documents: Easement (Underground and Surface Rights) recorded on
November 29, 2007 under file number 20071129000379

THIS ASSIGNMENT OF A UTILITY EASEMENT is made and given as of the ____ day of _____, 2011, by the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority d/b/a Sound Transit ("Grantor"), to and for the benefit of the CITY OF SEATTLE and its City Light Department ("Grantee").

- 1 -

ROW #: TUK126.2 SP Tukwila, LLC (pka FSF West Colonial)



RECITALS

A. Pursuant to the terms of that certain Easement (Underground and Surface Rights) recorded on November 29, 2007 under file number 20071129000379, Grantor acquired Property Interests upon payment of a stated sum of money and other valuable consideration.

B. Property Interests consist of a utility easement over, under, upon and across the real property legally described in Exhibit A attached hereto (the "Utility Easement") to which, Grantor has the right, title and interest pursuant to the terms of the Decree. The purpose of the Utility Easement is for underground and surface rights.

C. The terms of the Utility Easement allow Grantor to convey and assign to Grantee all of its right, title and interest in the Utility Easement.

D. Pursuant to Resolution R2003-16, Grantor is authorized to execute such agreements as are customary and necessary for the disposal of real property interests.

NOW, THEREFORE, the parties agree as follows:

1. Transfer and Assignment. Grantor hereby transfers, assigns, delivers and conveys to Grantee, its successors and assigns, all right, title and interest of Grantor in, to and under the Utility Easement, which is attached hereto as Exhibit A.
2. Acceptance of Utility Easement. Grantee hereby accepts the conveyance and assignment of the Utility Easement made by Grantor.
3. Indemnification. Grantor shall have no further liability under the Utility Easement and Grantee shall bear and assume all rights and obligations of Grantor and shall be bound by the terms and conditions contained herein. Grantee agrees to indemnify, defend and hold Grantor harmless with respect to liability, loss, damage and expenses, including costs and reasonable attorneys' fees, incurred by Grantor, its officers, employees and agents arising with respect to the use of the Utility Easement from and after the date hereof.
4. Governing Law. This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of Washington.



5. Binding Effect. This Assignment shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of only the parties hereto.

IN WITNESS WHEREOF, Grantor has executed this Assignment as of the date first above written.

GRANTOR:

CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY, a regional transit authority

By: _____

Approved as to form:

By: Jennifer Belk
Sound Transit Legal Dept.

GRANTEE:

CITY OF SEATTLE AND ITS CITY LIGHT DEPARTMENT

By: _____

Title: _____

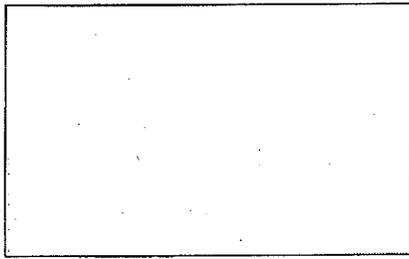
Date: _____



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 was authorized to execute the instrument and acknowledged it as the _____ of the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____



(Signature)

(Please print name legibly)

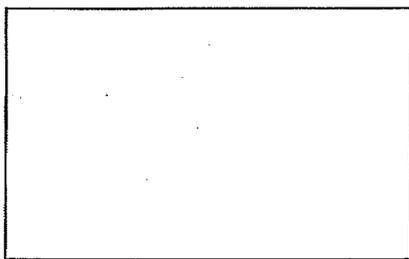
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the CITY OF SEATTLE, CITY LIGHT DEPARTMENT, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____



(Signature)

(Please print name legibly)

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____



Mary Davis
SCL ST Central Link Light Rail ORD ATT 8
March 26, 2012
Version #3

EXHIBIT A

**See Attached
Easement (Underground and Surface Rights)**

- 6 -

ROW #: TUK126.2 FSF West Colonial





20071129000379

FIRST AMERICAN ERS
PAGE 01 OF 003
11/29/2007 09:52
KING COUNTY, WA

42.00

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

EASEMENT (Underground and Surface Rights)
P.M.# _____; CF# _____
King County Assessor's No. 0043000-0335

1ST AM

NCS-863546A

THIS INDENTURE, made this 12 day of October, 2007, between SP TUKWILA, LLC, a Delaware limited liability company, hereinafter called the Grantor, and THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a municipal corporation, hereinafter called the Grantee; WITNESSETH:

That the Grantor, for and in consideration of the sum of Seven Hundred Forty Two Dollars (\$742.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns, the right, privilege and authority to install, construct, erect, alter, repair, energize, operate and maintain underground electric distribution facilities at depths not exceeding 15 feet, which consist of vaults, manholes, handholes, ducts, conduits, cables, wires and other necessary or convenient appurtenances; ALSO the right, privilege and authority to the Grantee, its successors and assigns, to install, construct, erect, alter, repair, energize, operate and maintain at the ground level, electric transformer units and electric junction cabinets and/or containers, together with such appurtenances necessary to make said underground and surface installations an integrated electric system. All such electric system is to be located upon, under and across the following described lands and premises situated in the County of King, State of Washington, to wit:

THAT PORTION OF LOTS 9 AND 10, BLOCK 2 OF THIRD ADDITION TO ADAMS HOME TRACTS, AS PER PLAT RECORDED IN VOLUME 15 OF PLATS, PAGE 17, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF LOT 8 OF SAID BLOCK 2 (BEING THE NORTHWEST CORNER OF ABOVE DESCRIBED GRANTOR'S PARCEL);
THENCE S88°17'22"E ALONG THE NORTH LINE OF LOTS 8 AND 9, THE SAME BEING THE SOUTH LINE OF SOUTHCENTER BOULEVARD, A DISTANCE OF 230.49 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE S88°17'22"E ALONG THE NORTH LINES OF SAID LOTS 9 AND 10 A DISTANCE OF 24.58 FEET;
THENCE AT RIGHT ANGLES S01°41'38"W A DISTANCE OF 7.50 FEET;
THENCE AT RIGHT ANGLES N88°17'22"W A DISTANCE OF 24.58 FEET;
THENCE AT RIGHT ANGLES N01°41'38"E A DISTANCE OF 7.50 FEET TO THE TRUE POINT OF BEGINNING.

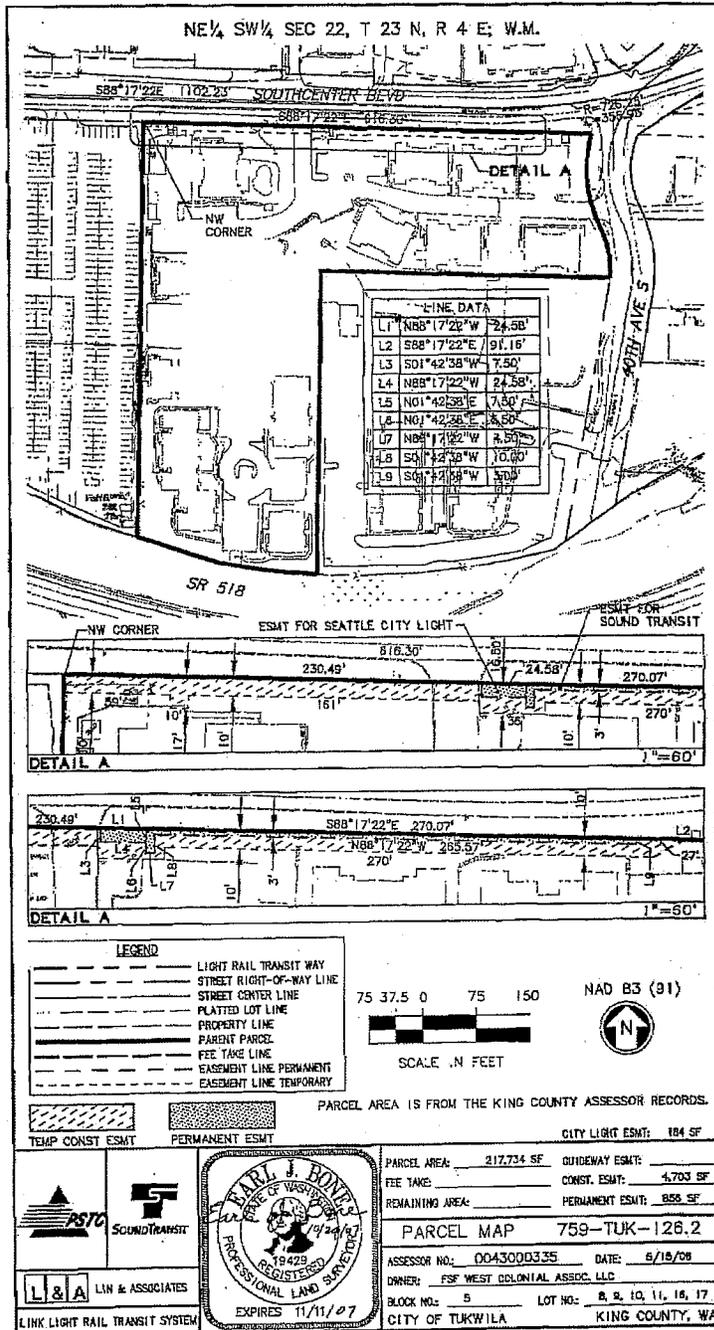
(As shown on attached Parcel Map 759-TUK-126.2 and by this reference made a part hereof.)

Together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from said lands across adjacent lands of the Grantor for the purpose of installing, constructing, altering, repairing, energizing, operating and maintaining said electric system, and the right at any time to remove all or any part of said electric system from said lands.

Also the right to the Grantee, its successors and assigns, at all times to cut and trim brush, trees or other plants standing or growing upon said lands which, in the opinion of the Grantee, interfere with the maintenance or operation of the system, or constitute a menace or danger to said electric system.

The Grantor, its administrators, successors and assigns, hereby covenants and agrees that no structure or fire hazards will be created or permitted within the above described easement area





Mary Davis
SCL ST Central Link Light Rail ORD ATT 9
March 26, 2012
Version #3

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Seattle City Light
Real Estate Services, SMT 3012
Attention: Mary Davis
700 - 5th Ave., Suite 3200
P.O. Box 34023
Seattle, WA 98124-9871

ASSIGNMENT OF UTILITY EASEMENT

Grantor: CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY

Grantee: CITY OF SEATTLE

Legal Description:

Abbreviated Legal: Ptn Lots 1-2 & 6, Blk 3, 3rd Add to Adams Home Tracts, Vol.
 15, Pg. 17

Full Legal: See Exhibit A attached

Property Tax
Parcel Number: 004300-0219

Related Documents: Easement (Underground and Surface Rights) recorded
December 6, 2007 under file number 20071206000460

THIS ASSIGNMENT OF A UTILITY EASEMENT is made and given as of the ____ day of _____, 2011, by the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority d/b/a Sound Transit ("Grantor"), to and for the benefit of the CITY OF SEATTLE and its City Light Department ("Grantee").

- 1 -

ROW #: TUK148 Ashoo Ohri and Rachna Sachar



RECITALS

A. Pursuant to the terms of that certain Easement (Underground and Surface Rights) recorded on December 6, 2007 under file number 20071206000460, Grantor acquired Property Interests upon payment of a stated sum of money and other valuable consideration.

B. Property Interests consist of a utility easement over, under, upon and across the real property legally described on Exhibit A (the "Utility Easement") and incorporated herein by reference. Grantor has the right, title and interest to the Utility Easement. The purpose of the Utility Easement is for underground and surface rights.

C. The terms of the Utility Easement allow Grantor to convey and assign to Grantee all of its right, title and interest in the Utility Easement.

D. Pursuant to Resolution R2003-16, Grantor is authorized to execute such agreements as are customary and necessary for the disposal of real property interests.

NOW, THEREFORE, the parties agree as follows:

1. Transfer and Assignment. Grantor hereby transfers, assigns, delivers and conveys to Grantee, its successors and assigns, all right, title and interest of Grantor in, to and under the Utility Easement (which is attached hereto as Exhibit A).
2. Acceptance of Utility Easement. Grantee hereby accepts the conveyance and assignment of the Utility Easement made by Grantor.
3. Indemnification. Grantor shall have no further liability under the Utility Easement and Grantee shall bear and assume all rights and obligations of Grantor and shall be bound by the terms and conditions contained herein. Grantee agrees to indemnify, defend and hold Grantor harmless with respect to liability, loss, damage and expenses, including costs and reasonable attorneys' fees, incurred by Grantor, its officers, employees and agents arising with respect to the use of the Utility Easement from and after the date hereof.
4. Governing Law. This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of Washington.



5. Binding Effect. This Assignment shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of only the parties hereto.

IN WITNESS WHEREOF, Grantor has executed this Assignment as of the date first above written.

GRANTOR:

CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY, a regional transit authority

By: _____

Approved as to form:

By: Jennifer Belk
Sound Transit Legal Dept.

GRANTEE:

CITY OF SEATTLE AND ITS CITY LIGHT DEPARTMENT

By: _____

Title: _____

Date: _____

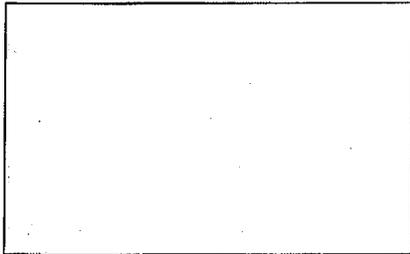


Mary Davis
SCL ST Central Link Light Rail ORD ATT 9
March 26, 2012
Version #3

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 was authorized to execute the instrument and acknowledged it as the _____ of the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____



(Signature)

(Please print name legibly)

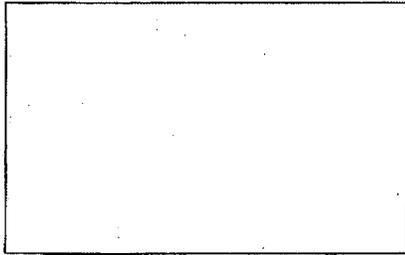
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the CITY OF SEATTLE, CITY LIGHT DEPARTMENT, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____



(Signature)

(Please print name legibly)

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____



Mary Davis
SCL ST Central Link Light Rail ORD ATT 9
March 26, 2012
Version #3

EXHIBIT A

**See Attached
Easement (Underground and Surface Rights)**

- 6 -

ROW #: TUK148 Ashon Ohri and Rachna Sachar



Mary Davis
SCL ST Central Link Light Rail ORD ATT 9
March 26, 2012
Version #3

RECORDING REQUESTED BY AND
RETURN ADDRESS:

Central Puget Sound Regional Transit Authority
Attn: Real Estate Division
401 S. Jackson Street
Seattle, WA 98104-2826



20071206000460

PACIFIC NW TITLE
PAGE 001 OF 005
12/08/2007 10:15
KING COUNTY, WA

44.00

PNWT
620663-12
44/5

EASEMENT (UNDERGROUND AND SURFACE RIGHTS)

GRANTOR: **Ashoo Ohri and Rachna Sachar**

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

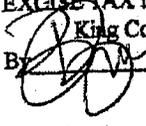
DOCUMENT REFERENCE NUMBER(S): N/A

ABBREVIATED LEGAL DESCRIPTION: **Ptn Lots 1-2 & 6, Block 3, 3rd Add to Adams
Home Tracts, Vol. 15, Pg. 17**

ASSESSOR'S TAX PARCEL NO.: **004300-0219-06**

ST R/W #: **TUK 148**

EXCISE TAX NOT REQUIRED

By  King Co. Records Deputy

Blens



Mary Davis
SCL ST Central Link Light Rail ORD ATT 9
March 26, 2012
Version #3

When Recorded Return To:

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

EASEMENT (Underground and Surface Rights)

P.M. # _____ CF# _____
Sound Transit Segment: 759
Sound Transit ROW No.: TUK-148
King County Assessor's No. 004300-0219-06
Site Address: 15401 42nd Avenue South, Tukwila, WA

THIS INDENTURE, made this 31st day of October 2007, between ASHOO OHRI and RACHNA SACHAR, as their separate estate, hereinafter called the Grantor, and THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a municipal corporation, hereinafter called the Grantee; WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar (1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns, the right, privilege and authority to install, construct, erect, alter, repair, energize, operate and maintain underground electric distribution facilities at depths not exceeding 15 feet, which consist of vaults, manholes, handholes, ducts, conduits, cables, wires and other necessary or convenient appurtenances; ALSO the right, privilege and authority to the Grantee, its successors and assigns, to install, construct, erect, alter, repair, energize, operate and maintain at the ground level, electric transformer units and electric junction cabinets and/or containers, together with such appurtenances necessary to make said underground and surface installations an integrated electric system. All such electric system is to be located upon, under and across the following described lands and premises situated in the County of King, State of Washington, to wit:

See attached Exhibit A - Legal Description

Together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from said lands across adjacent lands of the Grantor for the purpose of installing, constructing, altering, repairing, energizing, operating and maintaining said electric system, and the right at any time to remove all or any part of said electric system from said lands.

Also the right to the Grantee, its successors and assigns, at all times to cut and trim brush, trees or other plants standing or growing upon said lands which, in the opinion of the Grantee, interfere with the maintenance or operation of the system, or constitute a menace or danger to said electric system.

The Grantor, its administrators, successors and assigns, hereby covenants and agrees that no structure or fire hazards will be erected or permitted within the above described easement area without prior written approval from the Grantee, its successors or assigns; that no digging will be done or permitted within the easement area which will in any manner disturb the facilities or their solidity or unearth any portion thereof; and that no blasting or discharge of any explosives will be permitted within fifty (50) feet of said lines and appurtenances.

Central Puget Sound Regional Transit Authority may assign its rights under this easement to the City of Seattle. Upon such assignment, Central Puget Sound Regional Transit Authority shall have no further liability under this Easement and the City of Seattle shall bear and assume all rights and obligations of Grantee arising under this Easement and shall be bound by the terms and conditions contained herein.



EXHIBIT A

R/W No. TUK-148
PIN 004300-0219-06
ASHOO OHIRI and RACHNA SACHAR, husband and wife

Grantor's Entire Parcel:

Per First American Title Insurance Company file No. 865546-ST, dated December 22, 2002.

LOT 1, KING COUNTY SHORT PLAT NUMBER 1181016, RECORDED UNDER KING COUNTY RECORDING NUMBER 8207020810, BEING A PORTION OF THE FOLLOWING DESCRIBED TRACTS:

THAT PORTION OF LOT 6, LYING SOUTHERLY OF RENTON THREE TREE POINT ROAD, AND THAT PORTION OF THE EAST 23 FEET OF LOTS 1 AND 2, LYING SOUTHERLY OF RENTON THREE TREE POINT ROAD CONVEYED TO KING COUNTY UNDER RECORDING NUMBERS 2527141 AND 2521935, ALL IN BLOCK 3, THIRD ADDITION TO ADAMS HOME TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 17, IN KING COUNTY, WASHINGTON,
ALSO, THAT PORTION OF SOUTH 154TH LANE VACATED BY ORDINANCE NUMBER 5747, RECORDED UNDER RECORDING NUMBER 8112030497, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTH 30 FEET OF VACATED SOUTH 154TH LANE (6TH STREET) LYING BETWEEN THE EASTERLY AND WESTERLY LINES OF THE PROPERTY DESCRIBED AS ABOVE EXTENDED SOUTHERLY AS ATTACHES TO SAID PREMISES BY OPERATION OF LAW.

Electrical Utility Easement to the City of Seattle (City Light) Acquired by Grantee:

THAT PORTION OF LOT 1, KING COUNTY SHORT PLAT NUMBER 1181016, RECORDED UNDER KING COUNTY RECORDING NUMBER 8207020810, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER THEREOF;
THENCE S01°05'41"W ALONG THE WEST LINE THEREOF A DISTANCE OF 9.53 FEET TO A POINT DISTANT 8.5 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE THEREOF, SAID NORTH LINE BEING THE SOUTH LINE OF SOUTHCENTER BOULEVARD (ALSO KNOWN AS RENTON-THREE TREE POINT ROAD)
THENCE NORTHEASTERLY, PARALLEL WITH AND OFFSET 8.5 FEET FROM SAID NORTH LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 677.84 FEET, THROUGH AN ANGLE OF 03°25'10" AN ARC DISTANCE OF 40.45 FEET TO THE TRUE POINT OF BEGINNING, BEING THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 780.04 FEET, TO WHICH POINT A RADIAL LINE BEARS N22°29'49"W;
THENCE NORTHEASTERLY, TO THE RIGHT, ALONG SAID CURVE THROUGH AN ANGLE OF 00°59'45" AND ARC DISTANCE OF 13.56 FEET;
THENCE N22°43'14"W A DISTANCE OF 6.43 FEET;
THENCE N71°33'34"E A DISTANCE OF 48.37 FEET TO A POINT ON THE WEST LINE OF THE EAST 62 FEET OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., SAID LINE BEING ALSO THE WEST LINE OF AN EXISTING ROAD AND UTILITY EASEMENT AS SHOWN ON ABOVE SAID KING COUNTY SHORT PLAT, AND ALSO BEING THE WEST LINE OF THAT ELECTRICAL EASEMENT TO THE CITY OF SEATTLE RECORDED UNDER RECORDING NUMBER 8306020509, RECORDS OF KING COUNTY, WASHINGTON;
THENCE S01°05'41"W ALONG SAID WEST LINE A DISTANCE OF 22.81 FEET;
THENCE S71°33'34"W A DISTANCE OF 6.58 FEET;
THENCE N18°26'26"W A DISTANCE OF 5.00 FEET;
THENCE S71°33'34"W A DISTANCE OF 22.90 FEET;
THENCE N18°26'26"W A DISTANCE OF 2.00 FEET;
THENCE S71°33'34"W A DISTANCE OF 23.77 FEET;
THENCE N22°43'14"W A DISTANCE OF 7.27 FEET TO THE TRUE POINT OF BEGINNING.

ALSO THAT PORTION OF SAID LOT 1 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER THEREOF;
THENCE N01°05'41"E ALONG THE EAST LINE THEREOF A DISTANCE OF 61.44 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 25 FEET;
THENCE NORTHERLY, TO LEFT, ALONG SAID EAST LINE AND CURVE, THROUGH AN ANGLE OF 09°58'51" AN ARC DISTANCE OF 4.35 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTHWESTERLY, TO THE LEFT, ALONG SAID EAST LINE AND CURVE, THROUGH AN ANGLE OF 43°08'57" AN ARC DISTANCE OF 18.83 FEET TO THE WEST LINE OF THE EAST 40 FEET OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., SAID LINE BEING ALSO THE EAST LINE OF AN EXISTING ROAD AND UTILITY EASEMENT AS SHOWN ON ABOVE SAID KING COUNTY SHORT PLAT, AND ALSO BEING THE EAST LINE OF THAT ELECTRICAL EASEMENT TO THE CITY OF SEATTLE RECORDED UNDER RECORDING NUMBER 8306020509, RECORDS OF KING COUNTY, WASHINGTON;
THENCE S01°05'41"W ALONG SAID LINE A DISTANCE OF 15.67 FEET;
THENCE AT RIGHT ANGLES S88°54'19"E A DISTANCE OF 9.62 FEET TO THE TRUE POINT OF BEGINNING.

Containing 958 square feet, more or less.



Mary Davis
SCL ST Central Link Light Rail ORD ATT 9
March 26, 2012
Version #3

Access Easement to the City of Seattle (City Light) Acquired by Grantee:

THAT PORTION OF LOT 1, KING COUNTY SHORT PLAT NUMBER 1181016, RECORDED UNDER KING COUNTY RECORDING NUMBER 8207020810, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER THEREOF;
THENCE S01°05'41"W ALONG THE WEST LINE THEREOF A DISTANCE OF 9.53 FEET TO A POINT DISTANT 8.5 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE THEREOF, SAID NORTH LINE BEING THE SOUTH LINE OF SOUTHCENTER BOULEVARD (ALSO KNOWN AS RENTON-THREE TREE POINT ROAD)
THENCE NORTHEASTERLY, PARALLEL WITH AND OFFSET 8.5 FEET FROM SAID NORTH LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 677.84 FEET, THROUGH AN ANGLE OF 03°25'10" AN ARC DISTANCE OF 40.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 780.04 FEET, TO WHICH POINT A RADIAL LINE BEARS N22°29'49"W;
THENCE NORTHEASTERLY, TO THE RIGHT, ALONG SAID CURVE THROUGH AN ANGLE OF 00°59'45" AND ARC DISTANCE OF 13.56 FEET;
THENCE N22°43'14"W A DISTANCE OF 6.43 FEET;
THENCE N71°33'34"E A DISTANCE OF 48.37 FEET TO A POINT ON THE WEST LINE OF THE EAST 62 FEET OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., SAID LINE BEING ALSO THE WEST LINE OF AN EXISTING ROAD AND UTILITY EASEMENT AS SHOWN ON ABOVE SAID KING COUNTY SHORT PLAT, AND ALSO BEING THE WEST LINE OF THAT ELECTRICAL EASEMENT TO THE CITY OF SEATTLE RECORDED UNDER RECORDING NUMBER 8306020509, RECORDS OF KING COUNTY, WASHINGTON;
THENCE S01°05'41"W ALONG SAID WEST LINE A DISTANCE OF 22.81 FEET TO THE TRUE POINT OF BEGINNING;
THENCE S71°33'34"W A DISTANCE OF 6.58 FEET;
THENCE N18°26'26"W A DISTANCE OF 5.00 FEET;
THENCE S71°33'34"W A DISTANCE OF 20.90 FEET;
THENCE S18°26'26"E A DISTANCE OF 23.54 FEET;
THENCE N71°33'34"E A DISTANCE OF 20.90 FEET TO THE WEST LINE OF THE ABOVE SAID EAST 62 FEET OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M.;
THENCE N01°05'41"E A ALONG SAID WEST LINE A DISTANCE OF 19.68 FEET TO THE TRUE POINT OF BEGINNING.

Containing 553 square feet, more or less.





20090107001188

SOUND TRANSIT ERS 51.00
PAGE 01 OF 018
01/07/2009 14:49
KING COUNTY, WA

When Recorded Return to:

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

EASEMENT

Grantor(s): **Central Puget Sound Regional Transit Authority**

Grantee: **City of Seattle, City Light Department**

Abbreviated Legal Description: **Lots 12 - 22 Block 275, Lots 12 - 22 Block 277,
Lots 12 - 22 Block 278, Lots 12 - 22 Block 279,
Seattle Tide Lands, and portion of 5th Avenue S.**

Assessor's Property Tax Parcel Account Number(s): **None (Government owned)**

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

BW026

This exclusive easement ("Easement") is granted this 16th day of December, 2008 by the **Central Puget Sound Regional Transit Authority**, a regional transit authority of the State of Washington (d.b.a. Sound Transit), hereinafter referred to as "Grantor" in favor of **The City of Seattle, City Light Department**, a municipality of the State of Washington (d.b.a. Seattle City Light), hereinafter referred to as "Grantee". This grant is made with reference to the following facts:

ADDITIONAL TAX NOT REQUIRED
King Co. Records Division

By M. N. V. Deputy
DORIS J. MERRICK



- A. Grantor is owner of certain real property located in the City of Seattle, King County, Washington, legally described and depicted in Exhibit A attached hereto and by this reference incorporated herein ("the Grantor's Property")
- B. Grantor is a regional transit authority, authorized by Chapter 81.104 and 81.112 RCW and a vote of the people to implement a high capacity transportation system.
- C. Grantor is developing and will operate and maintain a high capacity transit service in the central Puget Sound region, including the Central Link Light Rail System that will initially extend from downtown Seattle to the City of SeaTac (the "Light Rail System"). Grantor will operate the Light Rail System across and through the Grantor's Property in Seattle, Washington.
- D. Grantee has operated its electrical facilities including, but not limited to, overhead electric transmission and distribution wires and all appurtenant equipment on property controlled by the Washington State Department of Transportation ("WSDOT") pursuant to the Franchise Number 10096 over property under the control of WSDOT ("the Franchise Area").
- E. Grantee has agreed to relocate its electrical facilities within the Franchise Area to accommodate Grantor's construction of the Light Rail System. WSDOT has amended Grantee's franchise to allow Grantee to relocate its facilities within the Franchise Area. (Franchise Number 10096, Amendment 1).
- F. A portion of the Franchise Area will be acquired from WSDOT.
- G. To accommodate Grantor's Light Rail System within the Franchise Area, Grantor has agreed to grant an easement for Grantee's pole foundations on property described in Exhibit A that Grantor acquired from WSDOT.
- H. Upon execution by Grantor, this easement will be recorded with the King County Recording Office and a copy will be sent to Grantee.
- I. Grantor and Grantee desire to set forth herein their agreement with respect to this Easement, subject to and the terms and conditions for the use thereof.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:



1. Exhibit A Incorporated. Exhibit A is incorporated into this Easement as though fully set forth herein.
2. Grant of Easement Areas. The Grantor hereby conveys and grants to the Grantee, its successors and assigns, insofar as it has rights or title, or any hereafter rights or title, the exclusive right to construct, erect, alter, improve, repair, operate and maintain Grantee's overhead transmission and distribution system within the Easement Areas legally described in Exhibit B attached hereto and by this reference incorporated herein and as further provided in this paragraph 2. Further references in this Easement to the "Easement Area" shall include the Overhead Easement Area and the Pole Easement Area described in Exhibit B.
 - A. Overhead Easement Area. Grantee shall have the right to construct, operate and maintain its overhead electrical facilities within the airspace legally described as the Overhead Easement Area in Exhibit B. The Grantee's use of the Overhead Easement Area is limited to the Grantee's overhead transmission wires, distribution wires, cross arms, and appurtenant overhead equipment. Grantee shall maintain an electrical safety clearance envelope around Grantee's overhead facilities which shall begin at a point thirty-five (35) feet from the top of the Grantor's light rail track. Grantee shall not construct or place any other facilities in the area below the Overhead Easement Area, other than the pole foundations in the locations legally described in Exhibit B.
 - B. Pole Easement Area. Grantee shall have the right to construct and maintain its pole foundations, including grounding wire, in the area legally described as the Pole Easement Area in Exhibit B. No other facilities shall be constructed or placed in, under, or across the Pole Easement Area without the consent of the Grantor.
3. Access, Construction and System Improvements. Grantee shall have access to the Easement Areas across, over or from the Grantor's Property only at times agreed to by Grantor for the purposes described in this paragraph. Grantee shall request permission to cross over or through Grantor's Property by submitting its plans to Grantor in advance. Plans for Grantee's construction, inspection, maintenance, change, repair, renewal, or removal of Grantee's facilities shall be included in a Work Plan submitted to Grantor for approval no less than thirty (30) days prior to the requested work date, except for emergency situations provided for below. Grantee shall secure Grantor's written authorization of the Work Plan prior to proceeding. Grantor shall provide said authorization, or a written objection specifying the grounds therefore, within fourteen (14) days of submittal of said Work Plan. Grantee shall bear the cost of flagging personnel if required by Grantor.
4. Emergency Access. In the event Grantee requires emergency access across or over Grantor's Property, Grantee shall provide notification to Grantor as soon as entry onto



the Grantor's Property is required. If possible, Grantor's representative will accompany and provide direction to Grantee's personnel accessing Grantor's Property. Grantee shall bear the cost of flagging personnel if required by Grantor. Requests for emergency access and other emergency notices concerning the operation of the Grantee's facilities shall be made to the following representatives:

If to Grantor: Sound Transit
Link Operations
401 S. Jackson St.
Seattle, WA 98104
(206)398-5200

5. Relocation.

A. In the event Grantor desires or requires Grantee to move, readjust, or relocate Grantee's facilities located within the Easement Areas, all expenses related thereto shall be borne by Grantor and in no event shall Grantee be responsible for such expenses.

B. Future moving, readjustment, or relocation of the Grantee's facilities located within the Easement Areas as required for any third-party project shall be at the expense of the third-party.

6. Maintenance of Easement Area. Grantee shall, at Grantee's expense, restore any surface areas disturbed or affected by Grantee's activities under this Easement to the same or equivalent condition as existed prior to such activities.

7. Indemnification. To the extent permitted by law, each party to this Agreement shall protect, defend, indemnify, and save harmless the other party, and its officers, employees and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property, which (1) arise out of the negligent acts or omissions of the indemnifying party, including its officers, employees, agents and contractors, or (2) are caused by the breach of any conditions of this Easement by the indemnifying party, including its officers, employees, agents and contractors. No party shall be required to indemnify, defend, or save harmless the other party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the party seeking indemnification. Where such claims, suits, or actions result from concurrent negligence of the parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's own negligence. Each party agrees that its obligations under this indemnification section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with



respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. 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 reasonably incurred by the other party, and of all resulting judgments that may be obtained against the other party. In the event that any party reasonably incurs attorney's 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. This indemnification shall survive the expiration or earlier termination of this Easement.

8. Notices. Any and all notices (other than emergency notifications under paragraph 4) required by this Easement or by law to be delivered to, served on or given to either party to this Easement by the other party to this Easement, shall be in writing and shall be deemed properly delivered, given or served when personally delivered to such party, or in lieu of personal services, when telecopied or when mailed by United States mail, express, certified or registered, postage prepaid, or by a nationally recognized overnight delivery service, charges prepaid, addresses as follows:

If to Grantee: Seattle City Light
Real Estate Services
700 Fifth Avenue, Suite 3200
P.O. Box 34023
Seattle, WA 98124-4023
Facsimile: (206) 233-2760

If to Grantor: Sound Transit
Real Estate Division
401 S. Jackson St
Seattle, WA 98104-2826
Facsimile No. (206)398-5228

All notices so telecopied shall be deemed delivered upon transmission thereof and all notices so mailed shall be deemed received on the date which is 24 hours after delivery to the overnight delivery service by the sender, or if placed in the United States mails, on the date of the return receipt or, if delivery of such United States mail is refused or cannot be accomplished, 48 hours after the deposit in the United States mails. Either party may change its address for the purpose of this paragraph 8 by giving ten (10) days advance written notice of such change to the other party in the manner provided in this Section.

9. Termination of Easement. This Easement shall terminate in the event Grantee abandons or permanently ceases its operation of its utility facilities in the Easement Area or the Franchise Area for a period of two years.



IN WITNESS WHEREOF, THIS Agreement is executed by the parties, intended to be legally bound, as of the date first written above.

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY



Jean M. Earl
Chief Executive Officer

Approved as to Form:

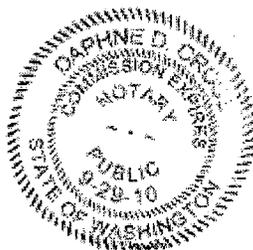


Sound Transit Legal Counsel

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 16th day of December, 2008, before me, a Notary Public in and for the State of Washington, personally appeared Jean M. Earl, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, and acknowledged it as the Chief Executive Officer of the **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY** to be the free and voluntary act and deed of said Authority for the uses and purposes mentioned in the instrument.

DATED: 12-16-08





(Signature)
Daphne D. Cross

(Please print name legibly)

NOTARY PUBLIC in and for the State of
Washington, residing at Seattle
My commission expires: 9-29-10



Exhibit A
The Grantor's Property

GRANTOR: CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, A PUBLIC AGENCY.

GRANTEE: SEATTLE CITY LIGHT

GRANTOR'S ENTIRE PARCEL:

ALL THAT PORTION OF THE E-3 RIGHT-OF-WAY LYING SOUTHERLY OF THE SOUTH LINE OF S. MASSACHUSETTS ST., NORTHERLY OF S. FOREST ST., AND EASTERLY OF THE WEST LINE OF THE SOUND TRANSIT LIGHT RAIL TRANSIT WAY, SAID WEST LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING ON THE SOUTH LINE OF S. MASSACHUSETTS STREET AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) E-3 70+15.93 ON THE E-3 LINE SURVEY OF "SR 90 CONNECTICUT ST. INTERCHANGE: 4TH AVE. S. AND TRANSIT RAMP", AND 9.91 FEET EASTERLY THEREFROM; THENCE SOUTHERLY TO A POINT OPPOSITE HES E-3 27+66.36 ON SAID LINE SURVEY AND 9.91 FEET EASTERLY THEREFROM;
THENCE WESTERLY TO A POINT OPPOSITE HES E-3 47+60.36 ON SAID LINE SURVEY AND 4.92 FEET EASTERLY THEREFROM;
THENCE SOUTHERLY TO A POINT OPPOSITE HES E-3 47+26.36 ON SAID LINE SURVEY AND 4.92 FEET EASTERLY THEREFROM;
THENCE WESTERLY TO A POINT OPPOSITE HES E-3 47+26.36 ON SAID LINE SURVEY AND 0.33 FEET EASTERLY THEREFROM;
THENCE SOUTHERLY TO A POINT OPPOSITE HES E-3 45+24.37 ON SAID LINE SURVEY AND 0.33 FEET EASTERLY THEREFROM;
THENCE EASTERLY TO A POINT OPPOSITE HES E-3 41+24.37 ON SAID LINE SURVEY AND 9.91 FEET EASTERLY THEREFROM;
THENCE SOUTHERLY TO A POINT OPPOSITE HES E-3 37+40.34 ON SAID LINE SURVEY AND 9.91 FEET EASTERLY THEREFROM;
THENCE WESTERLY TO A POINT OPPOSITE HES E-3 37+40.34 ON SAID LINE SURVEY AND 4.92 FEET EASTERLY THEREFROM;
THENCE SOUTHERLY TO A POINT OPPOSITE HES E-3 34+24.36 ON SAID LINE SURVEY AND 4.92 FEET EASTERLY THEREFROM;
THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 166.55 FEET A DISTANCE OF 82.76 FEET TO A POINT OPPOSITE HES E-3 34+24.36 ON SAID LINE SURVEY AND 14.22 FEET EASTERLY THEREFROM;
THENCE SOUTHEASTERLY ON A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 277.75 FEET A DISTANCE OF 23.34 FEET TO A POINT OPPOSITE HES E-3 33+24.37 ON SAID LINE SURVEY AND 20.45 FEET EASTERLY THEREFROM;
THENCE NORTHEASTERLY TO THE EAST LINE OF THE E-3 RIGHT-OF-WAY (BEING THE EAST LINE OF THE WEST 30 FEET OF BLOCK 175 OF SEATTLE ISLANDS, ACCORDING TO THE MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, IN OLYMPIA, WASHINGTON), AT A POINT OPPOSITE HES E-3 13+32.19 ON SAID LINE SURVEY, BEING THE END OF THIS LINE DESCRIPTION.



Exhibit B

Overhead Easement Area and the Pole Easement Area

GRANTOR: CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, A PUBLIC AGENCY.

GRANTEE: SEATTLE CITY LIGHT

EASEMENT AREA ACQUIRED BY GRANTEE (DOMINANT):

DATUM NOTE:
THROUGHOUT THE FOLLOWING DESCRIPTION THE BASIS OF BEARINGS IS THE WASHINGTON STATE COORDINATE SYSTEM OF 1983, 1991 ADJUSTMENT (NAD83/91). COORDINATES AND LENGTHS ARE REFERENCED TO A LOCAL DATUM PLANE KNOWN AS SOUND TRANSIT'S "SEATTLE CENTRAL ZONE LLRT CORRIDOR PROJECT DATUM", AND REPRESENT MEASURED GROUND DISTANCES. TO CONVERT TO THE WASHINGTON STATE COORDINATE SYSTEM OF 1983, NORTH ZONE GRID, FIRST SUBTRACT 200,000 FROM BOTH THE NORTHING AND EASTING, THEN MULTIPLY THESE COORDINATES AND LENGTHS BY THE COMBINED SCALE FACTOR OF 0.989979745. ALL DISTANCES ARE IN UNITS OF U.S. SURVEY FEET (ONE METER = 39.37 INCHES).

AN EASEMENT FOR OVERHEAD POWER LINES OVER ALL THAT PORTION OF GRANTOR'S PROPERTY LYING WITHIN A STRIP OF LAND 60.00 FEET WIDE, BEING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING ON THE NORTH LINE OF S. MASSACHUSETTS ST. AT THE SOUTHWEST CORNER OF LOT 12 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;

THENCE S88°51'54"E ALONG THE NORTH LINE OF S. MASSACHUSETTS ST. A DISTANCE OF 6.89 FEET TO A POINT ON THE E-3 CENTERLINE SURVEY OF SR30 CONNECTICUT ST. INTERCHANGE 4TH AVE. S. AND TRANSIT RAMPS, AT APPROXIMATE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) E-3: 71+16;

THENCE CONTINUE S88°51'54"E ALONG SAID NORTH LINE A DISTANCE OF 3.92 FEET TO A POINT HAVING SOUND TRANSIT CENTRAL ZONE COORDINATES OF N = 13200.87, E = 1471357.25 (APPROXIMATE HES E-3: 71+16, 3.9' RT.), BEING THE TRUE POINT OF BEGINNING OF THIS CENTER LINE;

THENCE S01°05'17"W 3.69 FEET TO A POINT HAVING SOUND TRANSIT CENTRAL ZONE COORDINATES OF N 418195.19, E 1471757.64 (APPROXIMATE HES E-3: 71+10, 3.9' RT.), SAID POINT HEREINAFTER REFERRED TO AS "POLE #10DR" AND BEING THE CENTER OF A 10'x10' SQUARE TO BE FURTHER DEFINED BELOW (AFTER THIS CENTERLINE DESCRIPTION);

THENCE CONTINUE S90°17'17"E 70.00 FEET TO A POINT HAVING SOUND TRANSIT CENTRAL ZONE COORDINATES OF N 418123.18, E 1471757.30 (APPROXIMATE HES E-3: 70+40, 3.7' RT.), SAID POINT HEREINAFTER REFERRED TO AS "POLE #415R" AND BEING THE CENTER OF A 12'x12' SQUARE TO BE FURTHER DEFINED BELOW;

THENCE CONTINUE S01°22'26"W 415.00 FEET TO A POINT HAVING SOUND TRANSIT CENTRAL ZONE COORDINATES OF N 417116.28, E 1471747.31 (APPROXIMATE HES E-3: 68+25, 3.9' RT.), SAID POINT HEREINAFTER REFERRED TO AS "POLE #414.5R" AND BEING THE CENTER OF A 10'x10' SQUARE TO BE FURTHER DEFINED BELOW;



Mary Davis
SCL ST Central Link Light Rail ORD ATT 10
March 26, 2012
Version #3

THENCE CONTINUE S01°08'17"W 484.97 FEET TO A POINT HAVING SOUND TRANSIT CENTRAL ZONE COORDINATES OF N 417305.39, E 1471739.46 (APPROXIMATE HES E-3: 62+20, 3.9' RT.), SAID POINT HEREINAFTER REFERRED TO AS "POLE #414R" AND BEING THE CENTER OF A 10'x10' SQUARE TO BE FURTHER DEFINED BELOW;

THENCE CONTINUE S01°08'17"W 390.63 FEET TO A POINT HAVING SOUND TRANSIT CENTRAL ZONE COORDINATES OF N 416925.44, E 1471731.92 (APPROXIMATE HES E-3: 58+40, 3.9' RT.), SAID POINT HEREINAFTER REFERRED TO AS "POLE #413R" AND BEING THE CENTER OF A 10'x10' SQUARE TO BE FURTHER DEFINED BELOW;

THENCE CONTINUE S01°08'17"W 376.80 FEET TO A POINT HAVING SOUND TRANSIT CENTRAL ZONE COORDINATES OF N 416555.59, E 1471724.57 (APPROXIMATE HES E-3: 54+70, 3.9' RT.), SAID POINT HEREINAFTER REFERRED TO AS "POLE #412R" AND BEING THE CENTER OF A 10'x10' SQUARE TO BE FURTHER DEFINED BELOW;

THENCE CONTINUE S01°08'17"W 370.00 FEET TO A POINT HAVING SOUND TRANSIT CENTRAL ZONE COORDINATES OF N 416185.58, E 1471717.17 (APPROXIMATE HES E-3: 51+00, 3.9' RT.), SAID POINT HEREINAFTER REFERRED TO AS "POLE #411R" AND BEING THE CENTER OF A 10'x10' SQUARE TO BE FURTHER DEFINED BELOW;

THENCE CONTINUE S01°08'17"W 370.00 FEET TO A POINT HAVING SOUND TRANSIT CENTRAL ZONE COORDINATES OF N 415815.68, E 1471708.87 (APPROXIMATE HES E-3: 47+30, 2.9' RT.), SAID POINT HEREINAFTER REFERRED TO AS "POLE #410R" AND BEING THE CENTER OF A 10'x10' SQUARE TO BE FURTHER DEFINED BELOW;

THENCE S01°45'33"W 400.04 FEET TO A POINT HAVING SOUND TRANSIT CENTRAL ZONE COORDINATES OF N 415445.86, E 1471695.43 (APPROXIMATE HES E-3: 43+50, 2.6' LT.), SAID POINT HEREINAFTER REFERRED TO AS "POLE #409R" AND BEING THE CENTER OF A 10'x10' SQUARE TO BE FURTHER DEFINED BELOW;

THENCE S00°13'47"W 416.05 FEET TO A POINT HAVING SOUND TRANSIT CENTRAL ZONE COORDINATES OF N 415005.82, E 1471693.78 (APPROXIMATE HES E-3: 39+20, 3.9' RT.), SAID POINT HEREINAFTER REFERRED TO AS "POLE #408.5R" AND BEING THE CENTER OF A 10'x10' SQUARE TO BE FURTHER DEFINED BELOW;

THENCE S01°08'17"W 375.00 FEET TO A POINT HAVING SOUND TRANSIT CENTRAL ZONE COORDINATES OF N 414630.89, E 1471686.33 (APPROXIMATE HES E-3: 35+45, 3.9' RT.), SAID POINT HEREINAFTER REFERRED TO AS "POLE #408R" AND BEING THE CENTER OF A 10'x10' SQUARE TO BE FURTHER DEFINED BELOW;

THENCE S00°53'25"E 340.21 FEET TO A POINT HAVING SOUND TRANSIT CENTRAL ZONE COORDINATES OF N 414290.72, E 1471691.63 (APPROXIMATE HES E-3: 32+05, 16.0' RT.), SAID POINT BEING "POLE #408R", AND BEING THE END OF THIS CENTER LINE DESCRIPTION.

AND SHALL BE CONTAINED VERTICALLY BETWEEN TWO HORIZONTAL PLANES AT ELEVATION 58 FEET AND ELEVATION 150 FEET BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

TOGETHER WITH AN EASEMENT FOR POWER POLES AND APPURTENANCES DESCRIBED AS FOLLOWS: THOSE PORTIONS OF GRANTOR'S PARCEL LYING WITHIN THE 10-FOOT BY 10-FOOT AND 12-FOOT BY 12-FOOT SQUARES REFERRED TO ABOVE, THE CENTERS OF WHICH ARE LOCATED AT ABOVE-DESCRIBED POLE POINTS (POLES #100R, #415R, #408R). THE SIDELINES OF EACH SQUARE SHALL RUN PARALLEL WITH AND PERPENDICULAR TO THE CENTER LINE COURSE RUNNING INTO EACH POLE POINT AS DESCRIBED ABOVE.



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Containing an area of 83,350 square feet within the overhead easement (includes the square areas for poles) and an area of 185 square feet within the 10'x10' and 12'x12' squares for pole structures.

Non-Public
Document



Mary Davis
SCL ST Central Link Light Rail ORD ATT 11
March 26, 2012
Version #3

When Recorded Return to:

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

GUIDEWAY EASEMENT

Grantor: City of Seattle

Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal Description: SECTION 3 TOWNSHIP 23N RANGE 4E SW
QUARTER SW QUARTER

Full Legal Description is in Exhibit A.

Assessor's Property Tax Parcel Account Number: 032304-9037

Seattle City Light Property Management Number: _____

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

The CITY OF SEATTLE (the "Grantor") is the owner of real property located in the City of Tukwila and more particularly described in the legal description attached as **Exhibit A** (the "Property").

THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, (the "Grantee"), a Washington regional transit authority, is developing high capacity transit service in the central Puget Sound region, including the Central Link light rail system that currently extends from SeaTac International Airport to downtown Seattle (the "System").

1

Line Segment # C755
R/W # TUK008
Form Approved 11/21/03



Grantee desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the System. The boundaries (the "Easement Area") are more fully described in the attached Exhibit A.

AGREEMENT

1. **Grant of Easement.** Grantor, for and in consideration of valuable consideration, receipt of which is hereby acknowledged by Grantor, hereby conveys and grants, without warranty of title or otherwise to Grantee, its successors and/or assigns, a permanent easement within and through the Easement Area in connection with the System, including but not limited to the construction, operation, inspection, maintenance, replacement, improvement, removal and use of certain equipment and structures related to the operation of Grantee's Central Link light rail system. Grantee's use of the Easement Area shall include, but not be limited to, columns, foundations, aerial guideway and low impact drainage systems.

Grantee shall have the right to access property in addition to that depicted in Exhibit A, as determined by Grantee, for the purpose of trimming trees and vegetation that are higher than the top of rail and within ten (10) feet of the aerial guideway.

Grantee shall have the right, but not the obligation, to enter the Easement Area to remove structures or other impediments and to maintain the Easement Area for its intended use, together with the right to inspect and to construct, maintain, repair and replace aerial structures within the Easement Area.

2. **Grantor's Use of Easement Area.** Grantor shall retain the right to use the property within the Easement Area, so long as Grantor's use does not unreasonably interfere with Grantee's use of the Easement Area. Grantor may park vehicles, landscape and/or pave the surface of the Easement Area. Any other use is subject to written approval by Grantee, which approval shall not be unreasonably withheld.

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. No obstructions of any kind whatsoever, other than those identified above in this Section 2, shall be allowed within five (5) feet of Grantee's aerial guideway or appurtenances thereto.

3. **Compliance with Law, Risk of Loss and Indemnification.** Grantee shall at all times exercise its rights under this easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee agrees to assume all risk of loss, damage or injury that may result from Grantee's use of the Easement Area, except for any loss, damage or injury to the extent caused by Grantor's negligence. Grantee does hereby indemnify Grantor from and against any and all liability, loss, damage,



expense, actions, and claims incurred by Grantor in connection therewith, to the extent arising from the exercise by Grantee, its servants, agents employees and contractors of the rights granted in this easement or Grantee's use of the Easement Area.

4. **Binding Effect.** This easement is appurtenant to and shall run with all real property now owned or hereafter acquired by Grantee as part of the Central Link light rail project, which includes aerial, tunnel and at-grade facilities in the System area 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 Property and Grantor, and their respective heirs, successors and assigns.

5. **Insurance.** Grantee shall at all times and at its own expense shall:

A. Maintain Comprehensive Railroad Liability Insurance or its equivalent with a total limit of liability of not less than \$100,000,000 for activities of Grantee or its agents, employees, contractors and the public upon the Easement Area related to the construction, operation, inspection, maintenance, replacement, improvement, removal and use of certain equipment and structures in connection with the operation of Grantee's Central Link light rail system. "The City of Seattle" shall be an additional insured thereunder for primary and non-contributory limits of liability for the total limits of liability afforded to Grantee under all layers of coverage, including primary, excess/umbrella and/or participating layers of Insurance. The term "Insurance" shall include deductibles, self-insured retentions and/or all forms of risk financing associated with Grantee's Comprehensive Railroad Liability Insurance program.

B. Provide or cause to be provided to Grantor current certification of insurance evidencing such coverage. Certification shall be issued to: "The City of Seattle, P.O. Box 94669, Seattle, WA 98124-4669" and shall have attached an actual copy of the additional insured policy provision(s) evidencing coverage on a primary and non-contributory limit of liability basis. Original or hard copies of such certification shall be delivered in electronic form only either as a facsimile transmission to (206) 470-1279 or an email attachment in PDF or XPS format to riskmanagement@seattle.gov.

6. **Legal Proceedings.** The parties hereto agree that in the event it becomes necessary for any party to defend or institute legal proceedings as a result of the failure of either party to comply with this Easement Agreement, it is understood and agreed that the prevailing party in such litigation shall be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.



Mary Davis
SCL ST Central Link Light Rail ORD ATT 11
March 26, 2012
Version #3

7. **Abandonment/Termination.** This easement shall automatically terminate if Grantee ceases to use the Easement Area for operating the System for more than five (5) years. Grantee shall be responsible for executing and recording a termination of easement document with the King County Recorder's office and delivering a copy of the recorded document to Grantor.

8. **Recording.** This easement shall be recorded in the real property records of King County, Washington.

Dated and signed on this _____ day of _____, 2011.

GRANTOR: CITY OF SEATTLE

Jorge Carrasco, Superintendent, City Light Department

GRANTEE: CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY

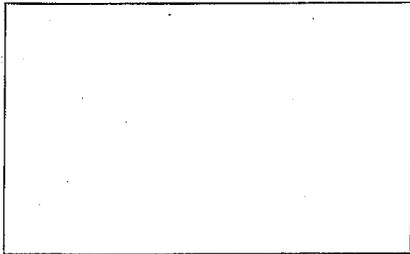


Mary Davis
SCL ST Central Link Light Rail ORD ATT 11
March 26, 2012
Version #3

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jorge Carrasco is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Superintendent of the CITY OF SEATTLE, CITY LIGHT DEPARTMENT, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____



(Signature)

(Please print name legibly)

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

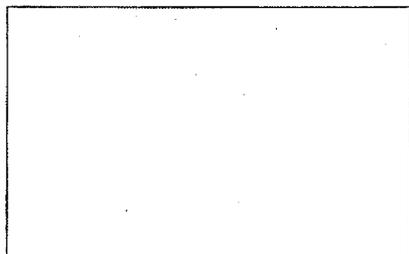


Mary Davis
SCL ST Central Link Light Rail ORD ATT 11
March 26, 2012
Version #3

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 was authorized to execute the instrument and acknowledged it
as the _____ of the CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY, to be the free and voluntary act of such party for the uses and purposes mentioned in
the instrument.

DATED: _____



(Signature)

(Please print name legibly)

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

Line Segment # C755
R/W # TUK008
Form Approved 11/21/03



Mary Davis
SCL ST Central Link Light Rail ORD ATT 11
March 26, 2012
Version #3

EXHIBIT A

SEE ATTACHED

PARCEL MAP "A" 755

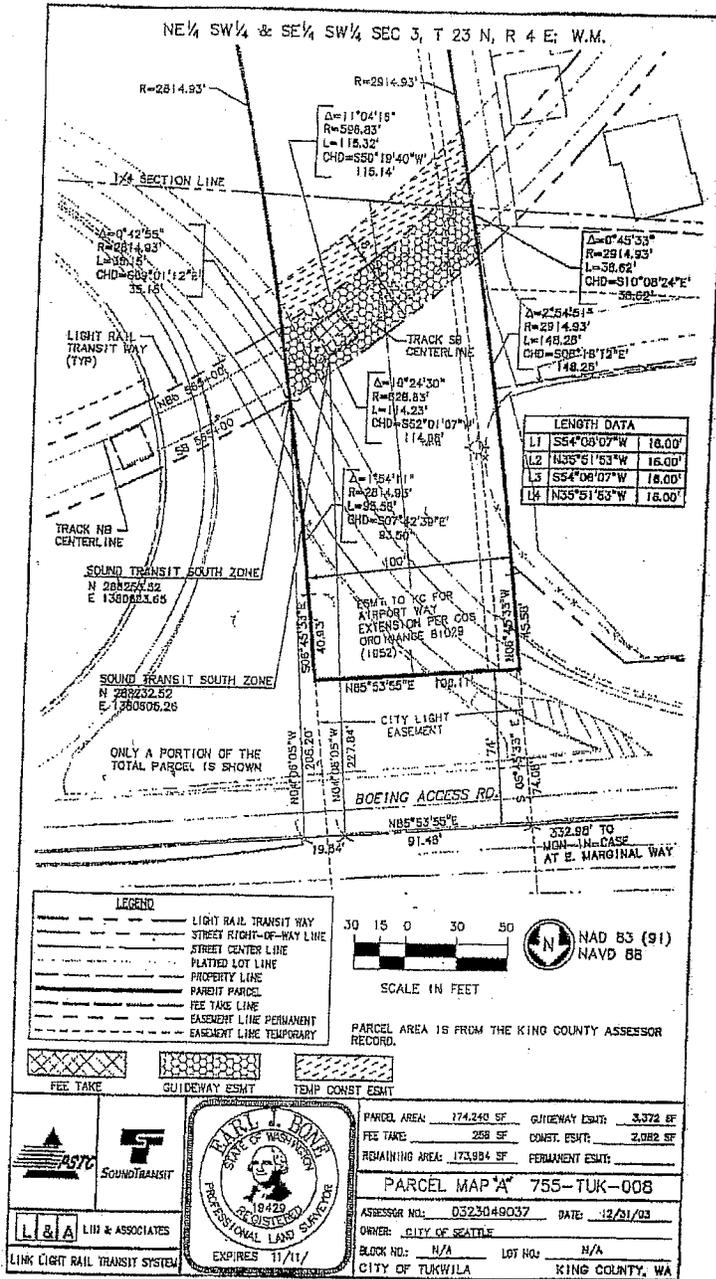
AND

LEGAL DESCRIPTION

7

Line Segment # C755
R/W # TUK008
Form Approved 11/21/03





LEGAL DESCRIPTION

Ptn of KCA# 032304-9037:

That portion of a strip of land 100 feet wide across the west half of the southwest quarter of Section 3, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing at the monument-in-case (being a tack embedded in a 2-inch iron pipe filled with concrete) marking the intersection of East Marginal Way South and Boeing Access Road;

thence North $85^{\circ}53'55''$ East, along the centerline of Boeing Access Road, 444.30 feet;

thence South $04^{\circ}06'05''$ East, at right angles from said centerline, 208.20 feet to a point having Sound Transit South Zone Coordinates of N 288253.52, E 1380623.65 and to the TRUE POINT OF BEGINNING, and to a point on a non-tangent curve to the left having a radius of 628.83 feet and a long chord bearing of South $52^{\circ}01'07''$ West, 114.08 feet;

thence southwesterly along the arc of said curve through a central angle of $10^{\circ}24'30''$ an arc distance of 114.23 feet to the west margin of said strip of land and to a point on a non-tangent curve to the left having a radius of 2914.93 feet and a long chord bearing of South $10^{\circ}08'24''$ East, 38.62 feet;

thence south easterly along said west margin and along the arc of said curve through a central angle of $00^{\circ}45'33''$ an arc distance of 38.62 feet to a point on a non-tangent curve to the right having a radius of 596.83 feet and a long chord bearing of North $50^{\circ}19'40''$ East, 115.14 feet;

thence northeasterly along the arc of said curve through a central angle of $11^{\circ}04'16''$ an arc distance of 115.32 feet to the east margin of said strip of land and to a point on a non-tangent curve to the right having a radius of 2814.93 feet and a chord bearing of North $09^{\circ}01'12''$ West, 35.15 feet;

thence northwesterly along said east margin and along the arc of said curve through a central angle of $00^{\circ}42'55''$ an arc distance of 35.15 feet to the true point beginning.

soundtransit755tuk008



Mary Davis
SCL ST Central Link Light Rail ORD ATT 12
March 26, 2012
Version #3

When Recorded Return to:

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

GUIDEWAY EASEMENT

Grantor: City of Seattle

Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal Description: TOWNSHIP 23N RANGE 4E SECTION 3 SW
QUARTER SW QUARTER SECTION 4 GL 10 SECTION 10 GL 1

Full Legal Description is in Exhibit A.

Assessor's Property Tax Parcel Account Number: 032304-9138

Seattle City Light Property Management Number: _____

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

The CITY OF SEATTLE (the "Grantor") is the owner of real property located in the City of Tukwila and more particularly described in the legal description attached as **Exhibit A** (the "Property").

THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, (the "Grantee"), a Washington regional transit authority, is developing high capacity transit service in the central Puget Sound region, including the Central Link light rail system that currently extends from SeaTac International Airport to downtown Seattle (the "System").



Grantee desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the System. The boundaries (the "Easement Area") are more fully described in the attached **Exhibit A**.

AGREEMENT

1. **Grant of Easement.** Grantor, for and in consideration of valuable consideration, receipt of which is hereby acknowledged by Grantor, hereby conveys and grants, without warranty of title or otherwise to Grantee, its successors and/or assigns, a permanent easement within and through the Easement Area in connection with the System, including but not limited to the construction, operation, inspection, maintenance, replacement, improvement, removal and use of certain equipment and structures related to the operation of Grantee's Central Link light rail system. Grantee's use of the Easement Area shall include, but not be limited to, columns, foundations, aerial guideway and low impact drainage systems.

Grantee shall have the right to access property in addition to that depicted in **Exhibit A**, as determined by Grantee, for the purpose of trimming trees and vegetation that are higher than the top of rail and within ten (10) feet of the aerial guideway.

Grantee shall have the right, but not the obligation, to enter the Easement Area to remove structures or other impediments and to maintain the Easement Area for its intended use, together with the right to inspect and to construct, maintain, repair and replace aerial structures within the Easement Area.

2. **Grantor's Use of Easement Area.** Grantor shall retain the right to use the property within the Easement Area, so long as Grantor's use does not unreasonably interfere with Grantee's use of the Easement Area. Grantor may park vehicles, landscape and/or pave the surface of the Easement Area. Any other use is subject to written approval by Grantee, which approval shall not be unreasonably withheld.

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. No obstructions of any kind whatsoever, other than those identified above in this Section 2, shall be allowed within five (5) feet of Grantee's aerial guideway or appurtenances thereto.

3. **Compliance with Law, Risk of Loss and Indemnification.** Grantee shall at all times exercise its rights under this easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee agrees to assume all risk of loss, damage or injury that may result from Grantee's use of the Easement Area, except for any loss, damage or injury to the extent caused by Grantor's negligence. Grantee does hereby indemnify Grantor from and against any and all liability, loss, damage,



expense, actions, and claims incurred by Grantor in connection therewith, to the extent arising from the exercise by Grantee, its servants, agents employees and contractors of the rights granted in this easement or Grantee's use of the Easement Area.

4. **Binding Effect.** This easement is appurtenant to and shall run with all real property now owned or hereafter acquired by Grantee as part of the Central Link light rail project, which includes aerial, tunnel and at-grade facilities in the System area 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 Property and Grantor, and their respective heirs, successors and assigns.

5. **Insurance.** Grantee shall at all times and at its own expense shall:

A. Maintain Comprehensive Railroad Liability Insurance or its equivalent with a total limit of liability of not less than \$100,000,000 for activities of Grantee or its agents, employees, contractors and the public upon the Easement Area related to the construction, operation, inspection, maintenance, replacement, improvement, removal and use of certain equipment and structures in connection with the operation of Grantee's Central Link light rail system. "The City of Seattle" shall be an additional insured thereunder for primary and non-contributory limits of liability for the total limits of liability afforded to Grantee under all layers of coverage, including primary, excess/umbrella and/or participating layers of Insurance. The term "Insurance" shall include deductibles, self-insured retentions and/or all forms of risk financing associated with Grantee's Comprehensive Railroad Liability Insurance program.

B. Provide or cause to be provided to Grantor current certification of insurance evidencing such coverage. Certification shall be issued to: "The City of Seattle, P.O. Box 94669, Seattle, WA 98124-4669" and shall have attached an actual copy of the additional insured policy provision(s) evidencing coverage on a primary and non-contributory limit of liability basis. Original or hard copies of such certification shall be delivered in electronic form only either as a facsimile transmission to (206) 470-1279 or an email attachment in PDF or XPS format to riskmanagement@seattle.gov.

6. **Legal Proceedings.** The parties hereto agree that in the event it becomes necessary for any party to defend or institute legal proceedings as a result of the failure of either party to comply with this Easement Agreement, it is understood and agreed that the prevailing party in such litigation shall be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.



Mary Davis
SCL ST Central Link Light Rail ORD ATT 12
March 26, 2012
Version #3

7. **Abandonment/Termination.** This easement shall automatically terminate if Grantee ceases to use the Easement Area for operating the System for more than five (5) years. Grantee shall be responsible for executing and recording a termination of easement document with the King County Recorder's office and delivering a copy of the recorded document to Grantor.

8. **Recording.** This easement shall be recorded in the real property records of King County, Washington.

Dated and signed on this _____ day of _____, 2011.

GRANTOR: CITY OF SEATTLE

Jorge Carrasco, Superintendent, City Light Department

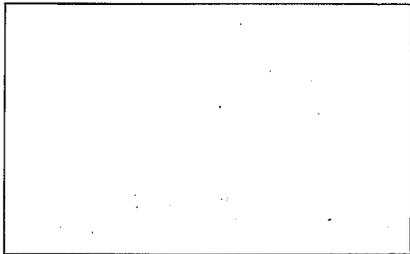
GRANTEE: CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jorge Carrasco is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Superintendent of the CITY OF SEATTLE, CITY LIGHT DEPARTMENT, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____



(Signature)

(Please print name legibly)

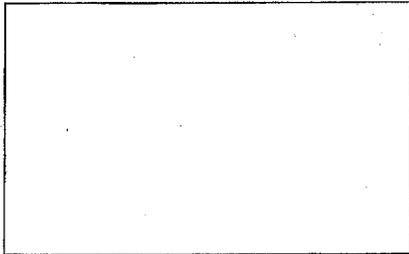
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

DATED: _____



(Signature)

(Please print name legibly)

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____



Mary Davis
SCL ST Central Link Light Rail ORD ATT 12
March 26, 2012
Version #3

EXHIBIT A
SEE ATTACHED
PARCEL MAP "B" 755
AND
LEGAL DESCRIPTION

7

Line Segment # C755
R/W # TUK019
Form Approved 11/21/03



Mary Davis
SCL ST Central Link Light Rail ORD ATT 12
March 26, 2012
Version #3

LEGAL DESCRIPTION

Ptn of KCA# 032304-9138:

That portion of the southwest quarter of the southwest quarter of Section 3, Township 23 North, Range 4 East, W.M., in King County, Washington, lying westerly of East Marginal Way South;

EXCEPT the south 60 feet thereof as condemned by the City of Seattle for pipe line right-of-way, described as follows:

Beginning at the southeast corner thereof, said point being distant 30 feet westerly measured at right angles from the center line of East Marginal Way South and 60 feet northerly measured at right angles from the south line of said Section 3;
thence North $87^{\circ}38'20''$ West, 23.79 feet;
thence North $15^{\circ}38'17''$ West, 16.86 feet;
thence North $87^{\circ}18'43''$ East, 23.22 feet to the west margin of East Marginal Way South, said point being distant 30 feet westerly of the centerline of East Marginal Way South;
thence South $15^{\circ}38'17''$ East, along said west margin, 19.01 feet to the point of beginning.

soundtransit\755tuk019



Mary Davis
SCL ST Central Link Light Rail ORD ATT 13
March 26, 2012
Version #3

When Recorded Return to:

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

GUIDEWAY EASEMENT

Grantor: City of Seattle

Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal Description: TOWNSHIP 23N RANGE 4E SECTION 3 SW
QUARTER SW QUARTER SECTION 4 GL 10 SECTION 10 GL 1

Full Legal Description is in Exhibit A.

Assessor's Property Tax Parcel Account Number: 102304-9056

Seattle City Light Property Management Number: _____

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

The CITY OF SEATTLE (the "Grantor") is the owner of real property located in the City of Tukwila and more particularly described in the legal description attached as **Exhibit A** (the "Property").

THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, (the "Grantee"), a Washington regional transit authority, is developing high capacity transit service in the central Puget Sound region, including the Central Link light rail system that currently extends from SeaTac International Airport to downtown Seattle (the "System").

Line Segment # C755
R/W # TUK20.1
Form Approved 11/21/03

Grantee desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the System. The boundaries (the "Easement Area") are more fully described in the attached **Exhibit A**.

AGREEMENT

1. **Grant of Easement.** Grantor, for and in consideration of valuable consideration, receipt of which is hereby acknowledged by Grantor, hereby conveys and grants, without warranty of title or otherwise to Grantee, its successors and/or assigns, a permanent easement within and through the Easement Area in connection with the System, including but not limited to the construction, operation, inspection, maintenance, replacement, improvement, removal and use of certain equipment and structures related to the operation of Grantee's Central Link light rail system. Grantee's use of the Easement Area shall include, but not be limited to, columns, foundations, aerial guideway and low impact drainage systems.

Grantee shall have the right to access property in addition to that depicted in **Exhibit A**, as determined by Grantee, for the purpose of trimming trees and vegetation that are higher than the top of rail and within ten (10) feet of the aerial guideway.

Grantee shall have the right, but not the obligation, to enter the Easement Area to remove structures or other impediments and to maintain the Easement Area for its intended use, together with the right to inspect and to construct, maintain, repair and replace aerial structures within the Easement Area.

2. **Grantor's Use of Easement Area.** Grantor shall retain the right to use the property within the Easement Area, so long as Grantor's use does not unreasonably interfere with Grantee's use of the Easement Area. Grantor may park vehicles, landscape and/or pave the surface of the Easement Area. Any other use is subject to written approval by Grantee, which approval shall not be unreasonably withheld.

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. No obstructions of any kind whatsoever, other than those identified above in this Section 2, shall be allowed within five (5) feet of Grantee's aerial guideway or appurtenances thereto.

3. **Compliance with Law, Risk of Loss and Indemnification.** Grantee shall at all times exercise its rights under this easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee agrees to assume all risk of loss, damage or injury that may result from Grantee's use of the Easement Area, except for any loss, damage or injury to the extent caused by Grantor's negligence. Grantee does hereby indemnify Grantor from and against any and all liability, loss, damage,



expense, actions, and claims incurred by Grantor in connection therewith, to the extent arising from the exercise by Grantee, its servants, agents employees and contractors of the rights granted in this easement or Grantee's use of the Easement Area.

4. **Binding Effect.** This easement is appurtenant to and shall run with all real property now owned or hereafter acquired by Grantee as part of the Central Link light rail project, which includes aerial, tunnel and at-grade facilities in the System area 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 Property and Grantor, and their respective heirs, successors and assigns.

5. **Insurance.** Grantee shall at all times and at its own expense shall:

A. Maintain Comprehensive Railroad Liability Insurance or its equivalent with a total limit of liability of not less than \$100,000,000 for activities of Grantee or its agents, employees, contractors and the public upon the Easement Area related to the construction, operation, inspection, maintenance, replacement, improvement, removal and use of certain equipment and structures in connection with the operation of Grantee's Central Link light rail system. "The City of Seattle" shall be an additional insured thereunder for primary and non-contributory limits of liability for the total limits of liability afforded to Grantee under all layers of coverage, including primary, excess/umbrella and/or participating layers of Insurance. The term "Insurance" shall include deductibles, self-insured retentions and/or all forms of risk financing associated with Grantee's Comprehensive Railroad Liability Insurance program.

B. Provide or cause to be provided to Grantor current certification of insurance evidencing such coverage. Certification shall be issued to: "The City of Seattle, P.O. Box 94669, Seattle, WA 98124-4669" and shall have attached an actual copy of the additional insured policy provision(s) evidencing coverage on a primary and non-contributory limit of liability basis. Original or hard copies of such certification shall be delivered in electronic form only either as a facsimile transmission to (206) 470-1279 or an email attachment in PDF or XPS format to riskmanagement@seattle.gov.

6. **Legal Proceedings.** The parties hereto agree that in the event it becomes necessary for any party to defend or institute legal proceedings as a result of the failure of either party to comply with this Easement Agreement, it is understood and agreed that the prevailing party in such litigation shall be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.



7. **Abandonment/Termination.** This easement shall automatically terminate if Grantee ceases to use the Easement Area for operating the System for more than five (5) years. Grantee shall be responsible for executing and recording a termination of easement document with the King County Recorder's office and delivering a copy of the recorded document to Grantor.

8. **Recording.** This easement shall be recorded in the real property records of King County, Washington.

Dated and signed on this _____ day of _____, 2011.

GRANTOR: CITY OF SEATTLE

Jorge Carrasco, Superintendent, City Light Department

GRANTEE: CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY

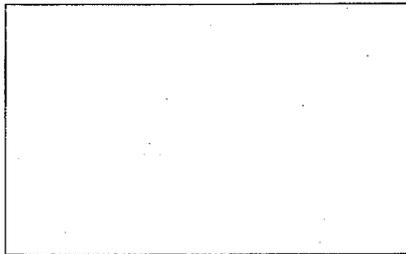


Mary Davis
SCL ST Central Link Light Rail ORD ATT 13
March 26, 2012
Version #3

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jorge Carrasco is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Superintendent of the CITY OF SEATTLE, CITY LIGHT DEPARTMENT, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____



(Signature)

(Please print name legibly)

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

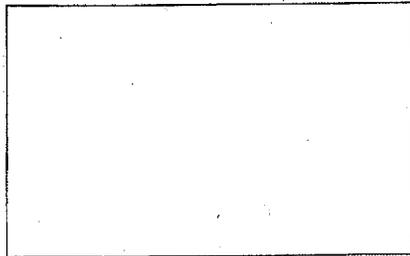
Line Segment # C755
R/W # TUK20.1
Form Approved 11/21/03



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 was authorized to execute the instrument and acknowledged it
as the _____ of the CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY, to be the free and voluntary act of such party for the uses and purposes mentioned in
the instrument.

DATED: _____



(Signature)

(Please print name legibly)

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

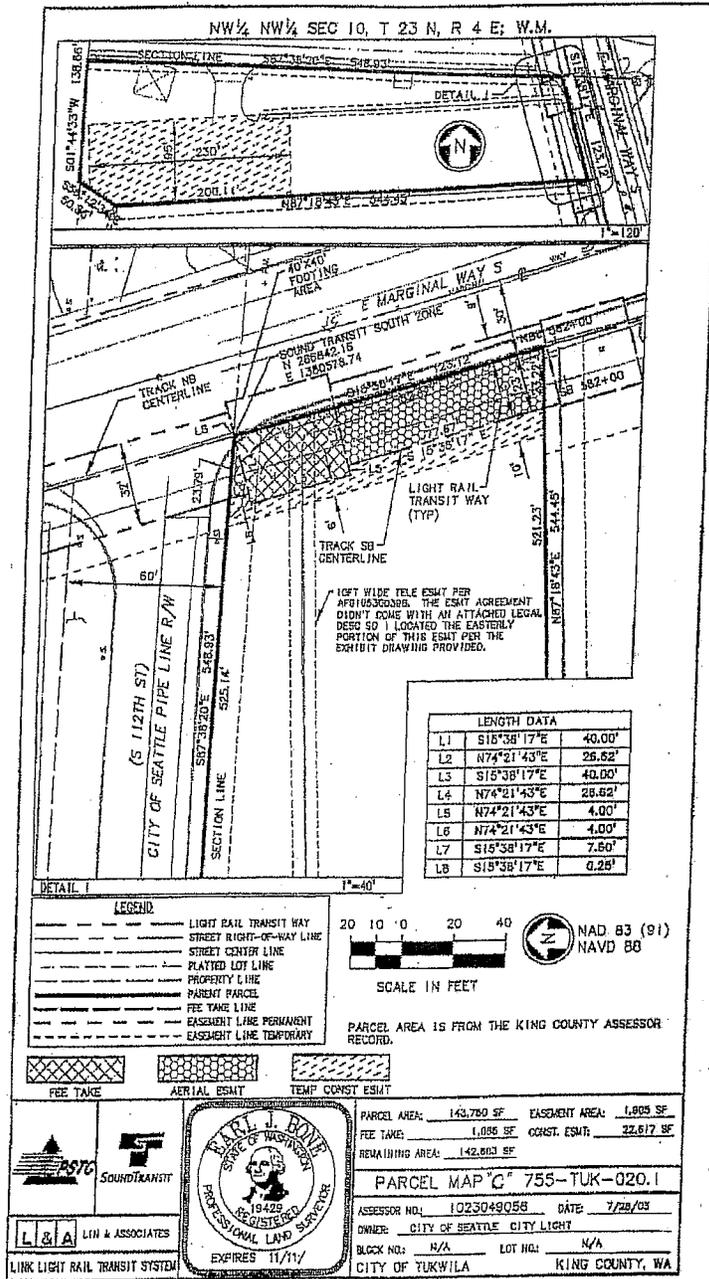


Mary Davis
SCL ST Central Link Light Rail ORD ATT 13
March 26, 2012
Version #3

EXHIBIT A
SEE ATTACHED
PARCEL MAP "C" 755
AND
LEGAL DESCRIPTION

Line Segment # C755
R/W # TUK20.1
Form Approved 11/21/03





Mary Davis
SCL ST Central Link Light Rail ORD ATT 13
March 26, 2012
Version #3

LEGAL DESCRIPTION

Ptn of KCA# 102304-9056:

That portion of Government Lot 1 in the northwest quarter of the northwest quarter of Section 10, Township 23 North, Range 4 East, W.M., in King County, Washington, lying westerly of East Marginal Way South, described as follows:

Beginning at the intersection of the west margin of East Marginal Way South and the north line of said Section 10;
thence South 15°38'17" East, 123.12 feet;
thence South 87°18'43" West, 23.22 feet;
thence North 15°38'17" West, 77.67 feet;
thence South 74°21'43" West, 4.00 feet;
thence North 15°38'17" West, 40.00 feet;
thence North 74°21'43" East, 4.00 feet;
thence North 15°38'17" West, 7.60 feet;
thence South 87°38'20" East, 23.79 feet to the point of beginning.

soundtransit\755tuk020.1



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle City Light	Lynn Best 386-4586	Calvin Chow 206-4652

Legislation Title:

AN ORDINANCE relating to Sound Transit's Central Link Light Rail Project; authorizing the Superintendent of Seattle City Light or his designee to accept the assignment and granting of certain utility easements from the Central Puget Sound Regional Transit Authority, and to convey certain guideway easements to said Authority; and ratifying and confirming certain prior acts.

Summary of the Legislation:

This legislation will authorize Seattle City Light to accept utility easements from Sound Transit over certain property in the Rainier Valley and Tukwila segments of the Central Link Light Rail Project, to accept an easement for aerial overhang and transmission tower foundations in the E-3 busway between Downtown Seattle and South Forest Street, to convey three guideway easements in the Tukwila segment of the Light Rail Project to Sound Transit, to accept \$27,057.00 for the guideway easements, and will ratify and confirm certain prior acts.

Background:

The interlocal agreements between Sound Transit and the City of Seattle for construction of the Central Link Light Rail Project provide for cooperation regarding the alignment of the rail route, the location of stations, and the exchange of property rights for rights-of-way. The Central Link Light Rail Project has been completed and is now in service.

During this Project, Sound Transit acquired utility easements from nine abutting owners along the Rainier Valley and Tukwila segments of the Project which are being transferred by this legislation to City Light.

This legislation will also authorize the direct transfer of numerous utility easements along the E-3 busway from Sound Transit to City Light, and the transfer of three aerial guideway easements from City Light to Sound Transit.

Sound Transit will pay City Light \$27,057 for three guideway easements authorized by this legislation. The amount of compensation to be paid to the City was determined by appraisal obtained by Sound transit and reviewed by the City.



X This legislation has financial implications.

Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Department	Budget Control Level*	2012 Appropriation	2013 Anticipated Appropriation
City Light Fund 41000	Seattle City Light	Sound Transit	\$27,057	-0-
TOTAL			\$27,057	

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?

If this legislation is not approved, City Light will not receive the compensation due from Sound Transit.

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.

e) Is a public hearing required for this legislation?

Yes. RCW 35.94.040 requires that a public hearing before utility property can be conveyed for a non-utility purpose.

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. Maps of the larger parcels are provided as Attachments A through N hereto.



h) Other Issues:

None.

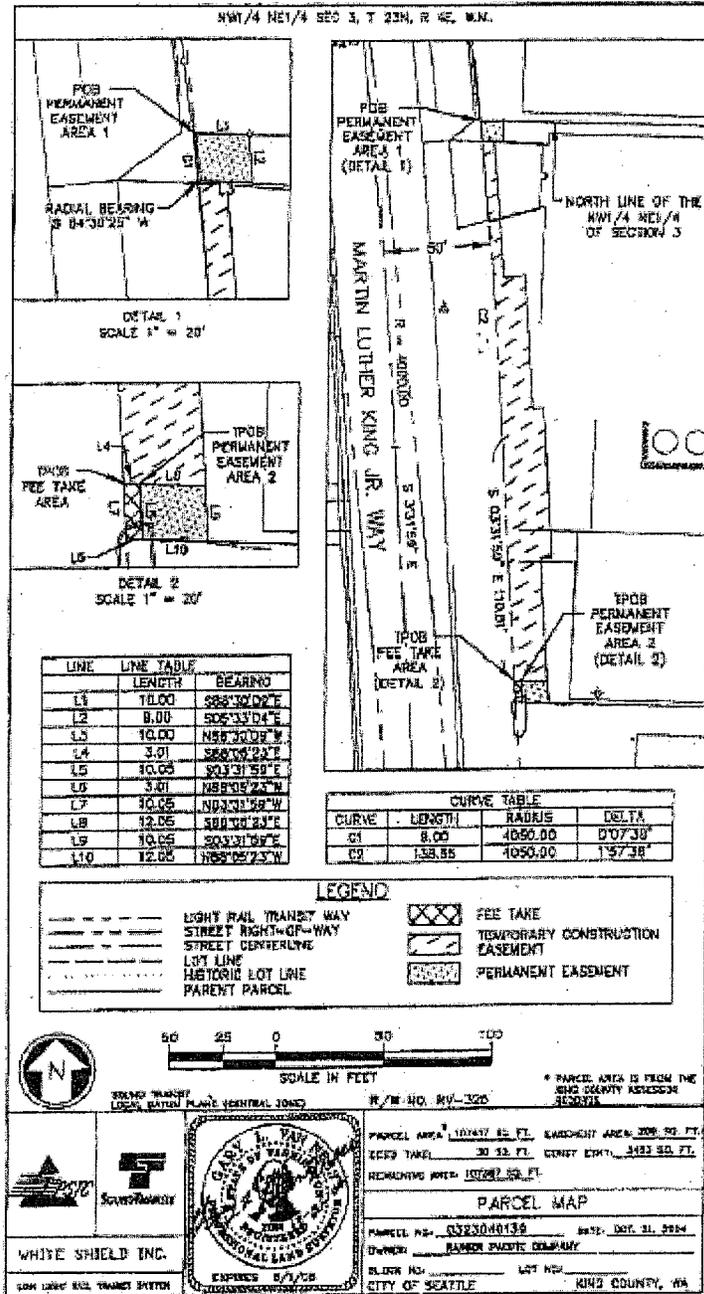
List attachments to the fiscal note below:

- Attachment A: Map of Utility Easement Parcel RV-325
- Attachment B: Map of Utility Easement Parcel RV-335
- Attachment C: Map of Utility Easement Parcel TUK-011
- Attachment D: Map of Utility Easement Parcel TUK-015
- Attachment E: Map of Utility Easement Parcel TUK-016
- Attachment F: Map of Utility Easement Parcel TUK-021
- Attachment G: Map of Utility Easement Parcel TUK-022
- Attachment H: Map of Utility Easement Parcel TUK-024
- Attachment I: Map of Utility Easement Parcel TUK-025
- Attachment J: Map of Utility Easement Parcel TUK-126.2
- Attachment K: Map of Utility Easement Parcel TUK-148
- Attachment L: Guideway Easement Parcel TUK-008
- Attachment M: Guideway Easement Parcel TUK-019
- Attachment N: Guideway Easement Parcel TUK-020.1



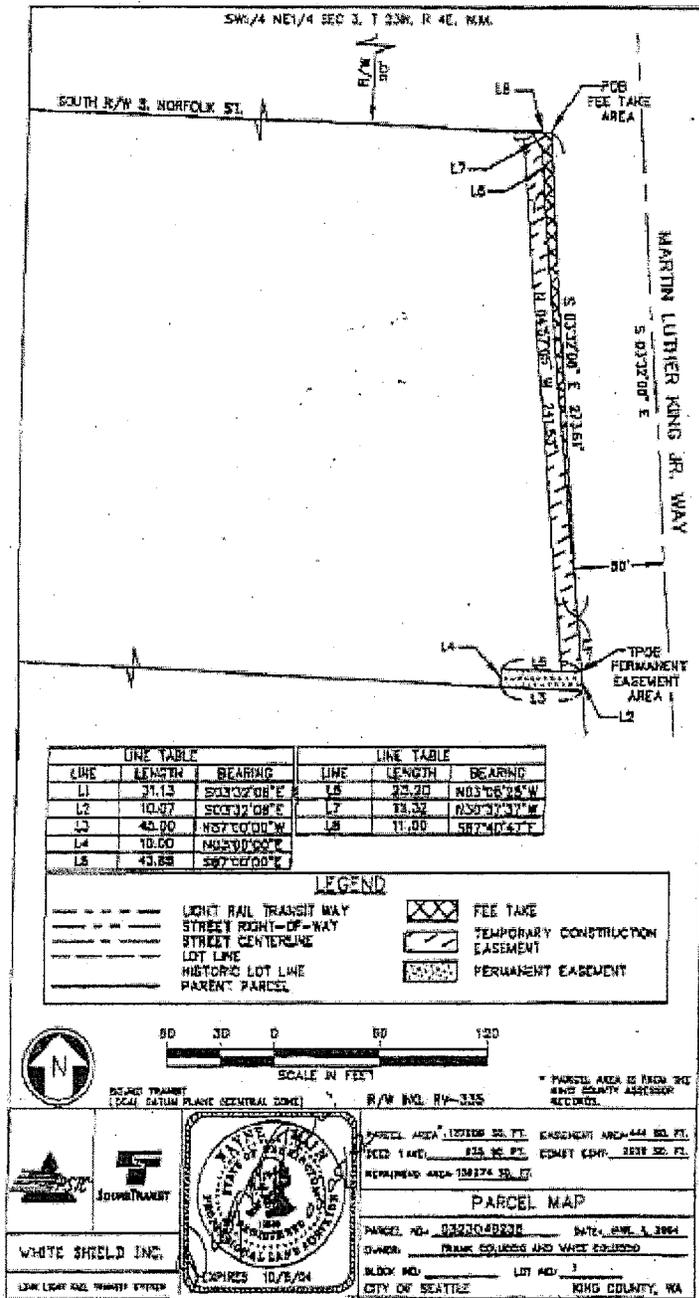
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Attachment A

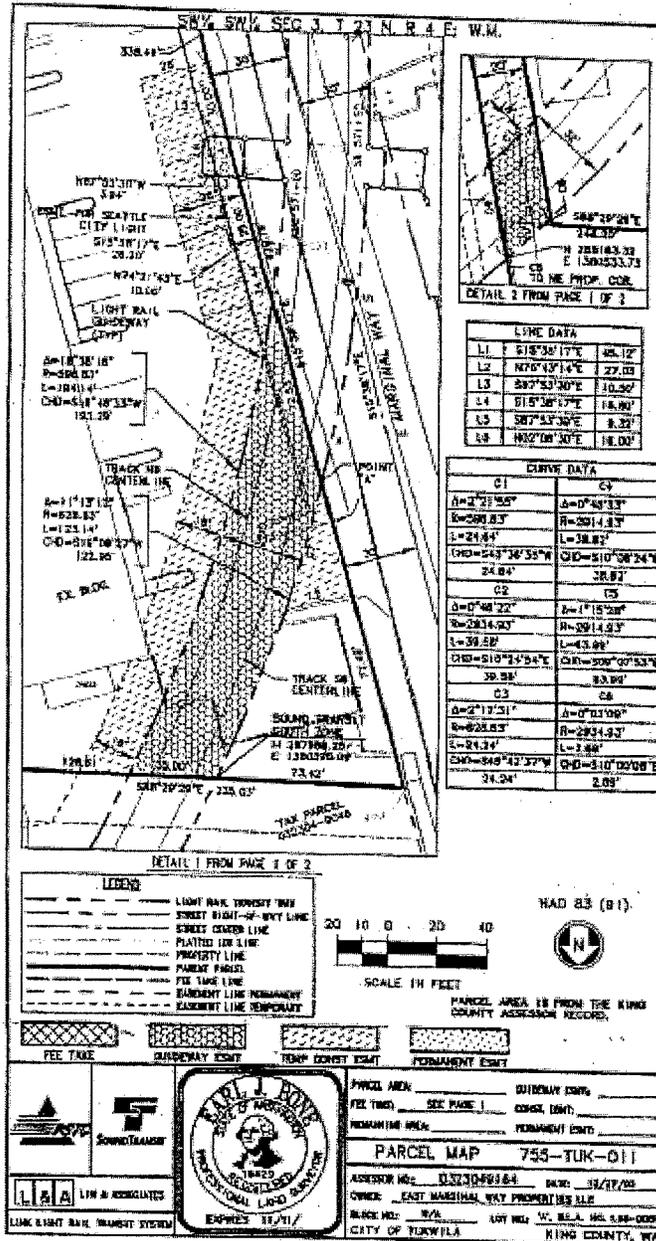


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Attachment B



Attachment C



Attachment E

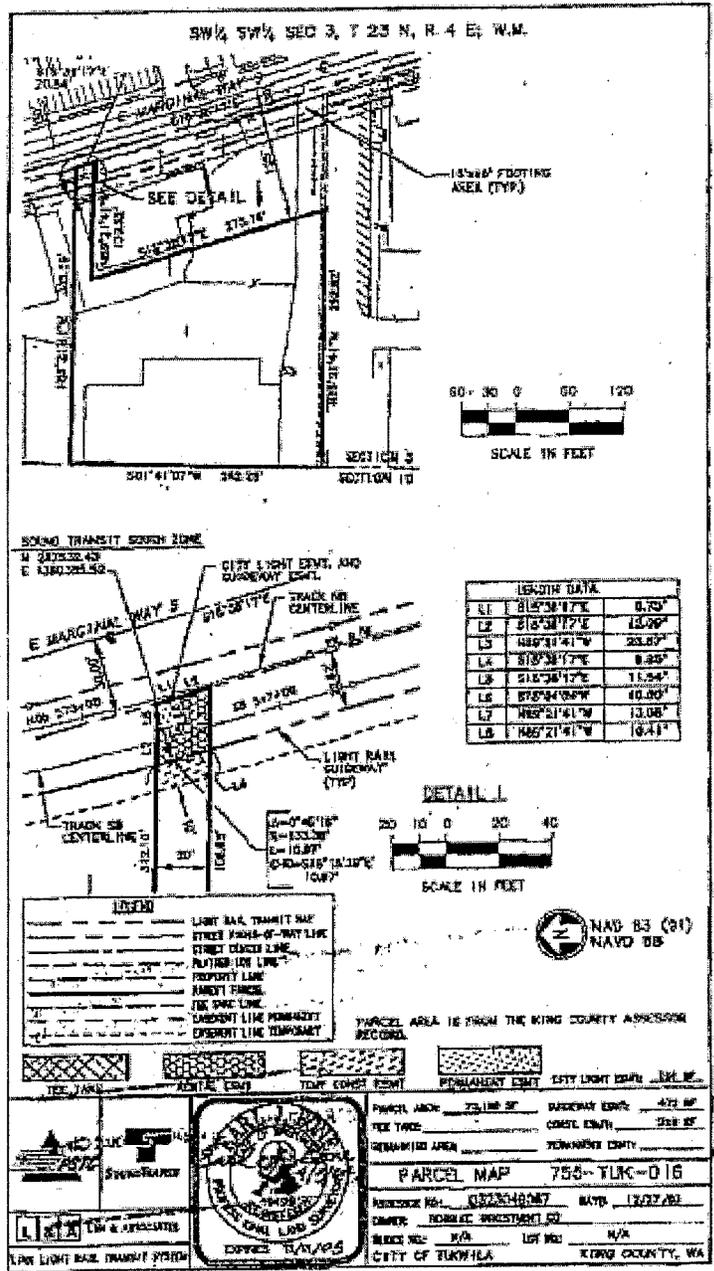


Exhibit to Underground & Surface Rights
 Easement (Parcel Map 755-TUR-016)



Attachment F

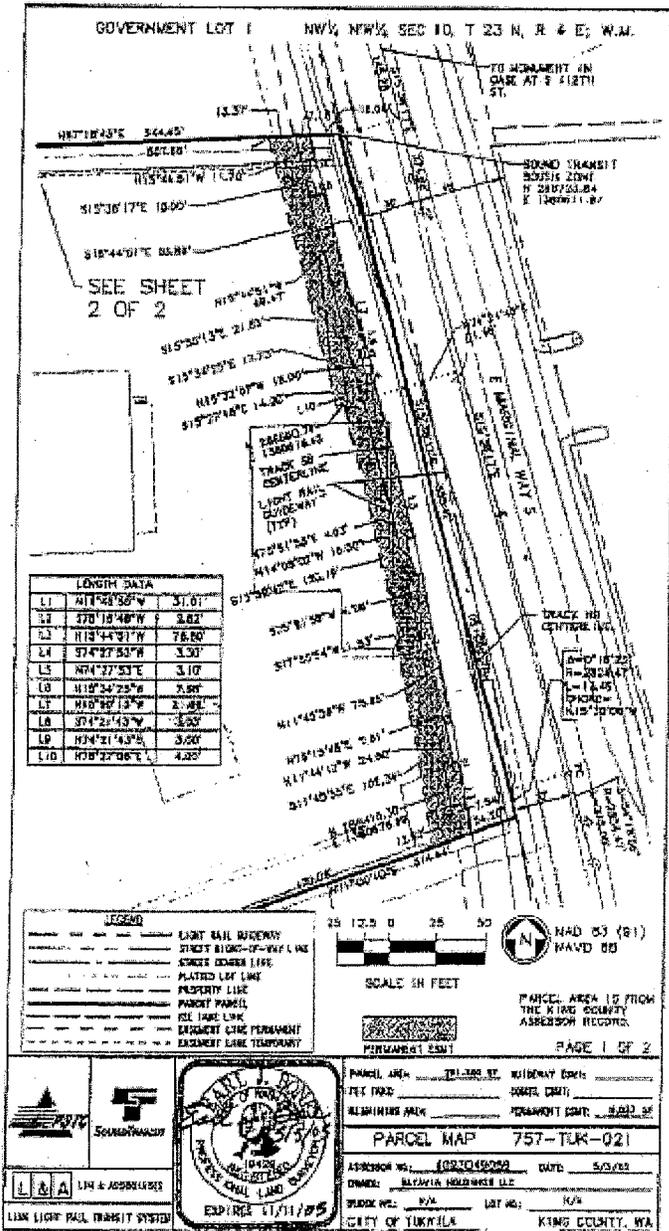
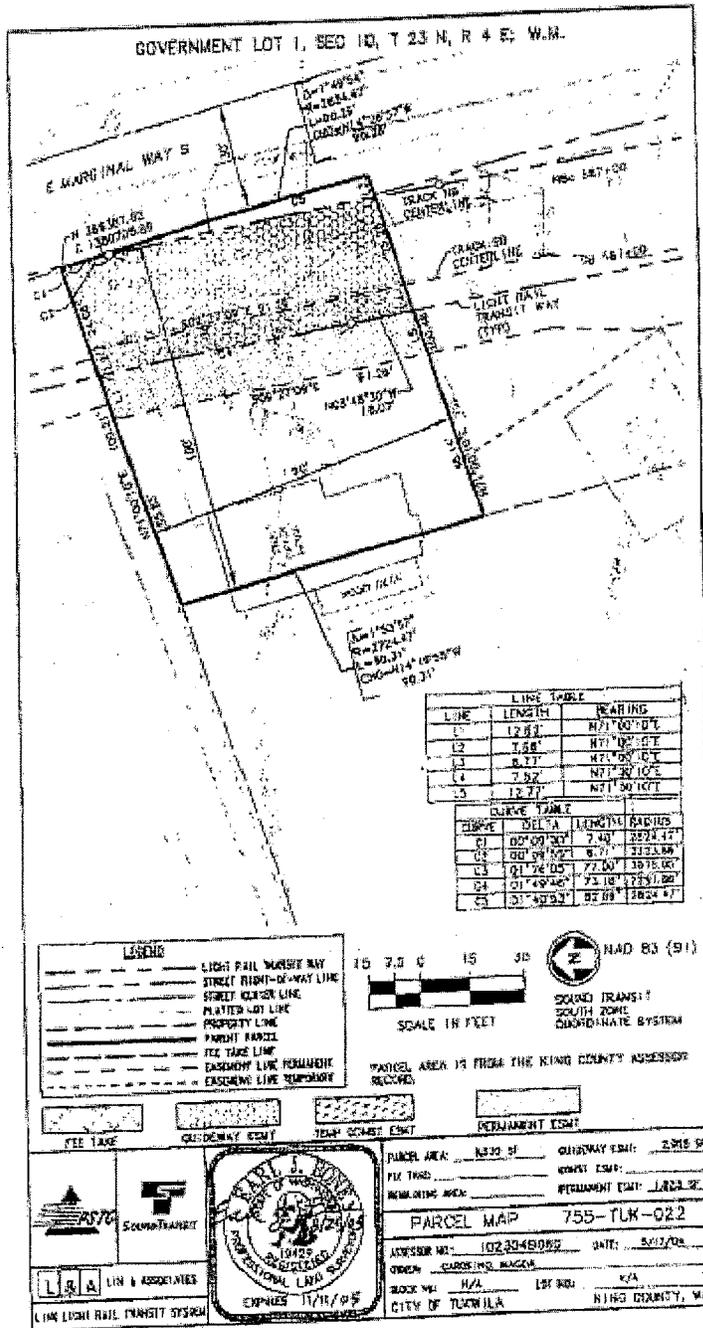


Exhibit B to Underground & Surface Rights Easement (Page 1 of 2)

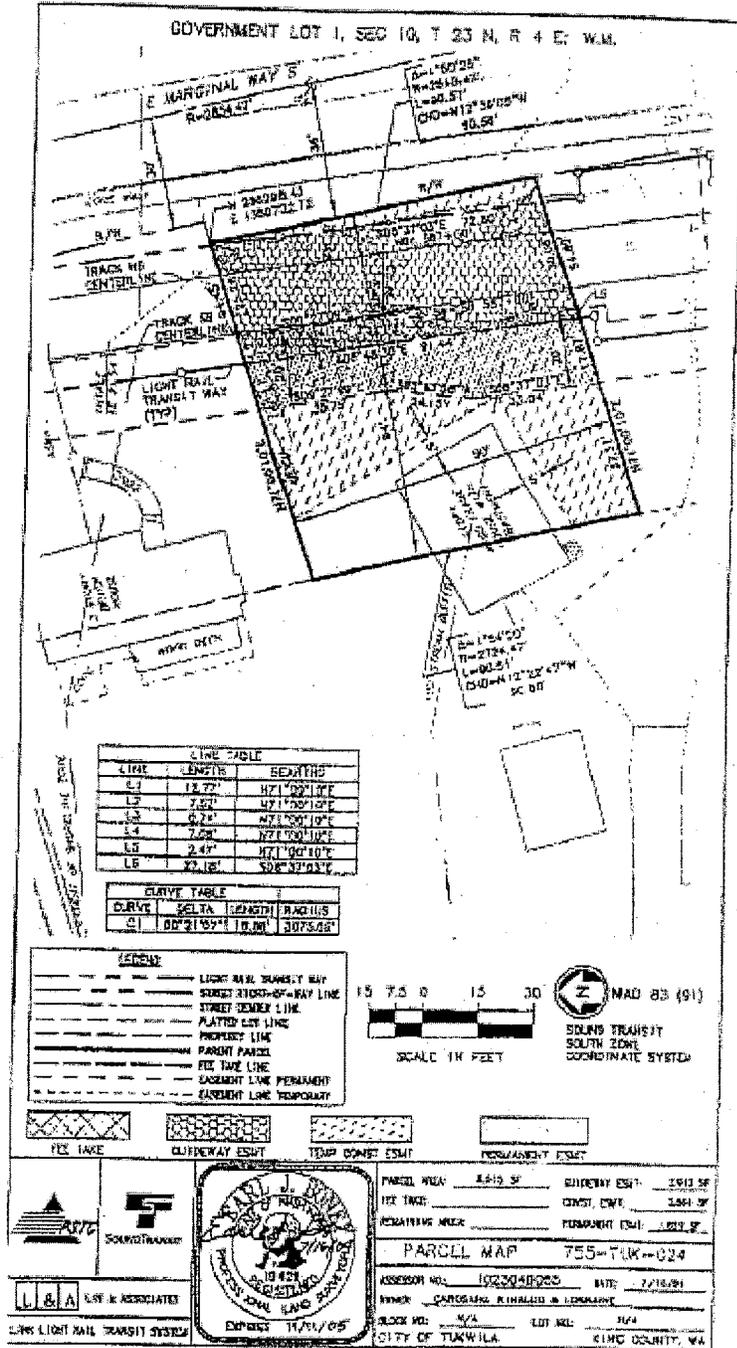


Attachment G

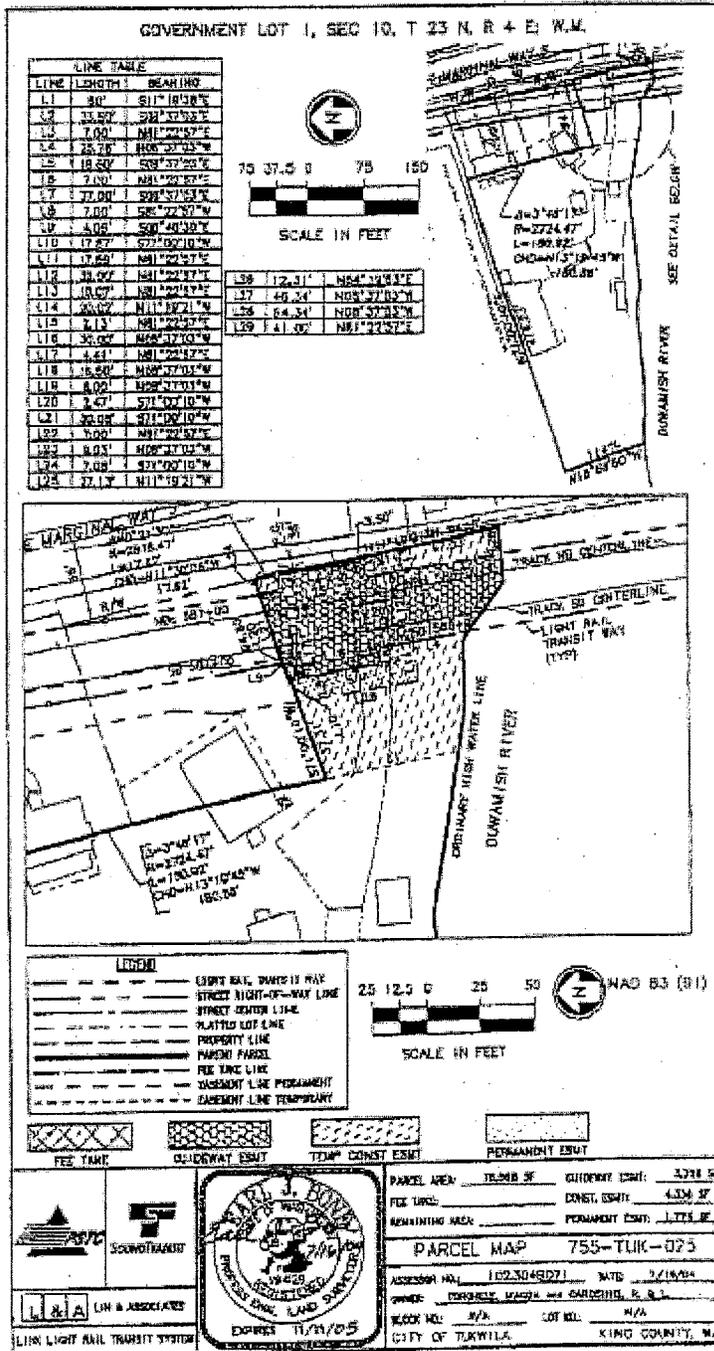


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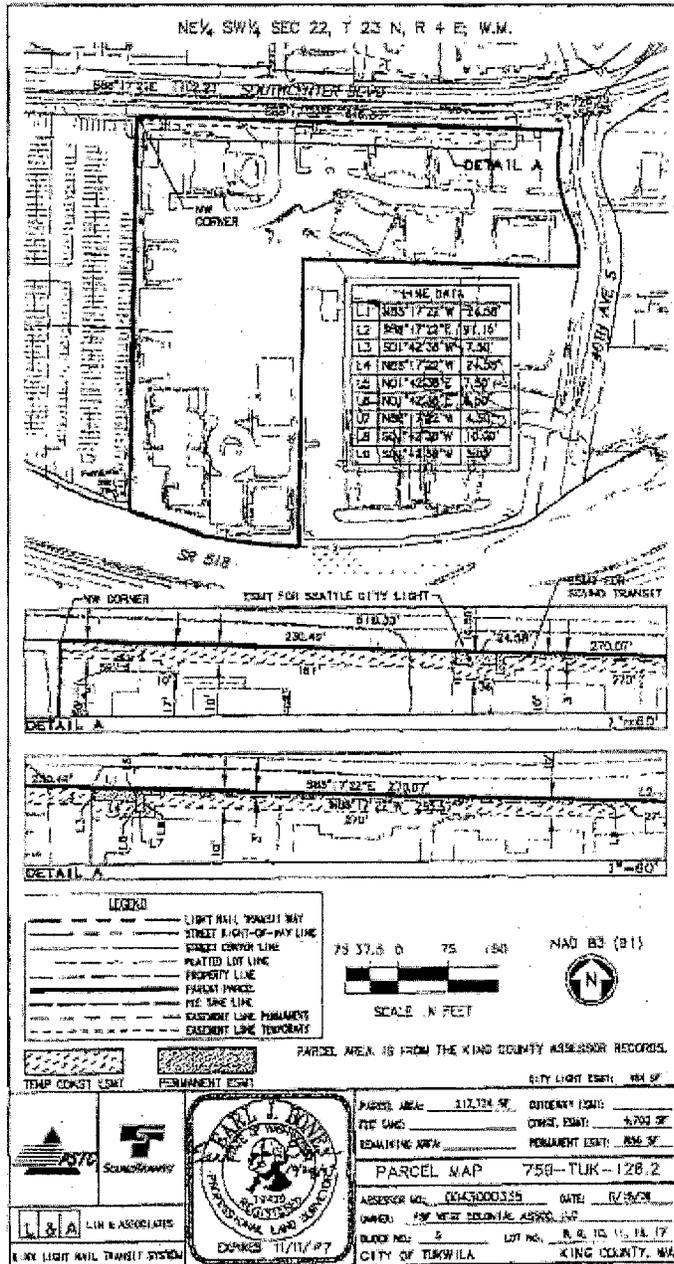
Attachment H



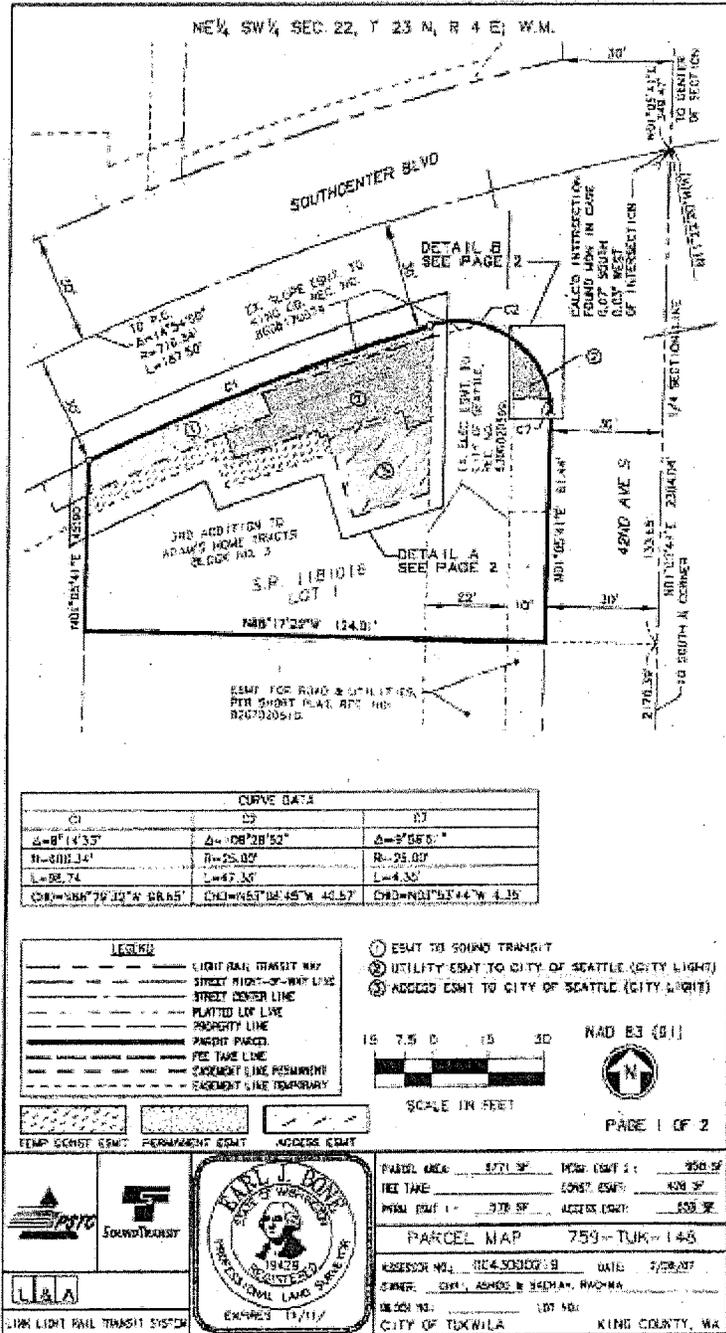
Attachment I



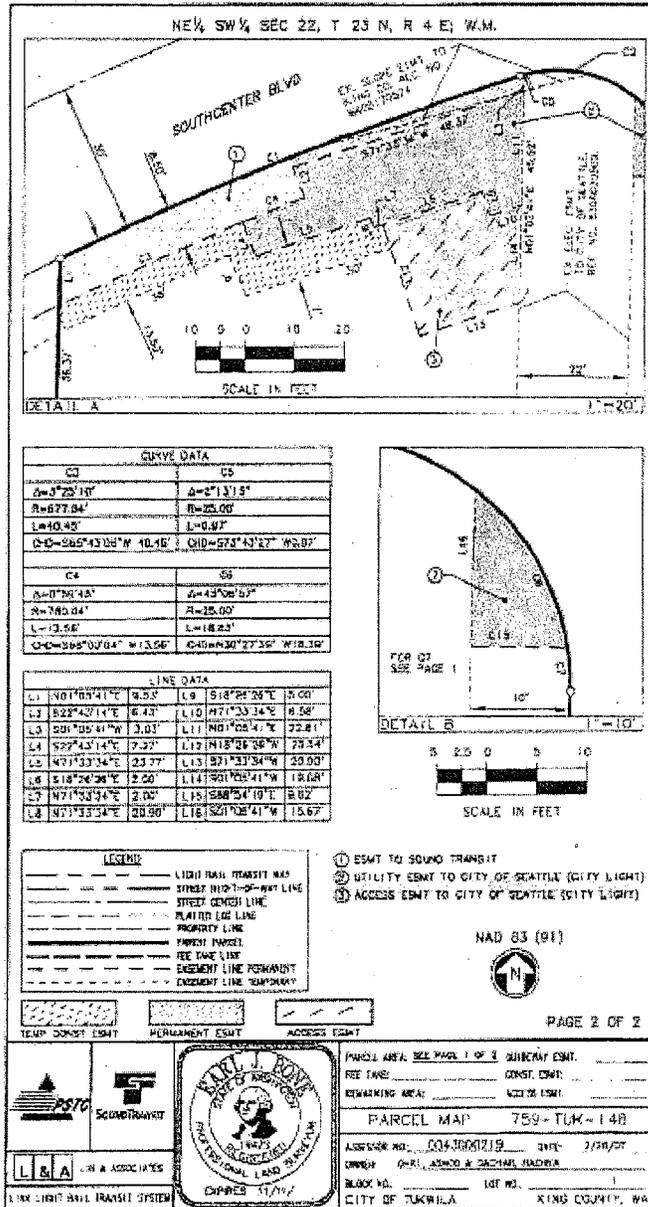
Attachment J



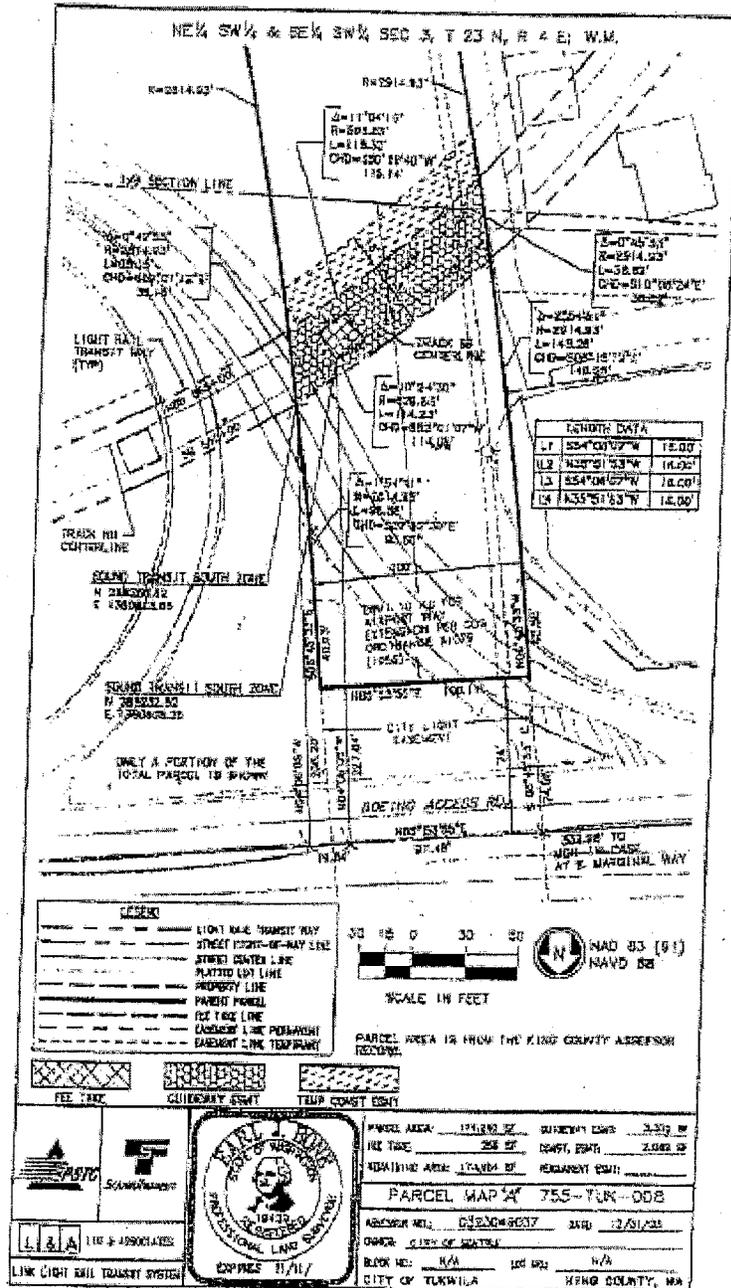
Attachment K



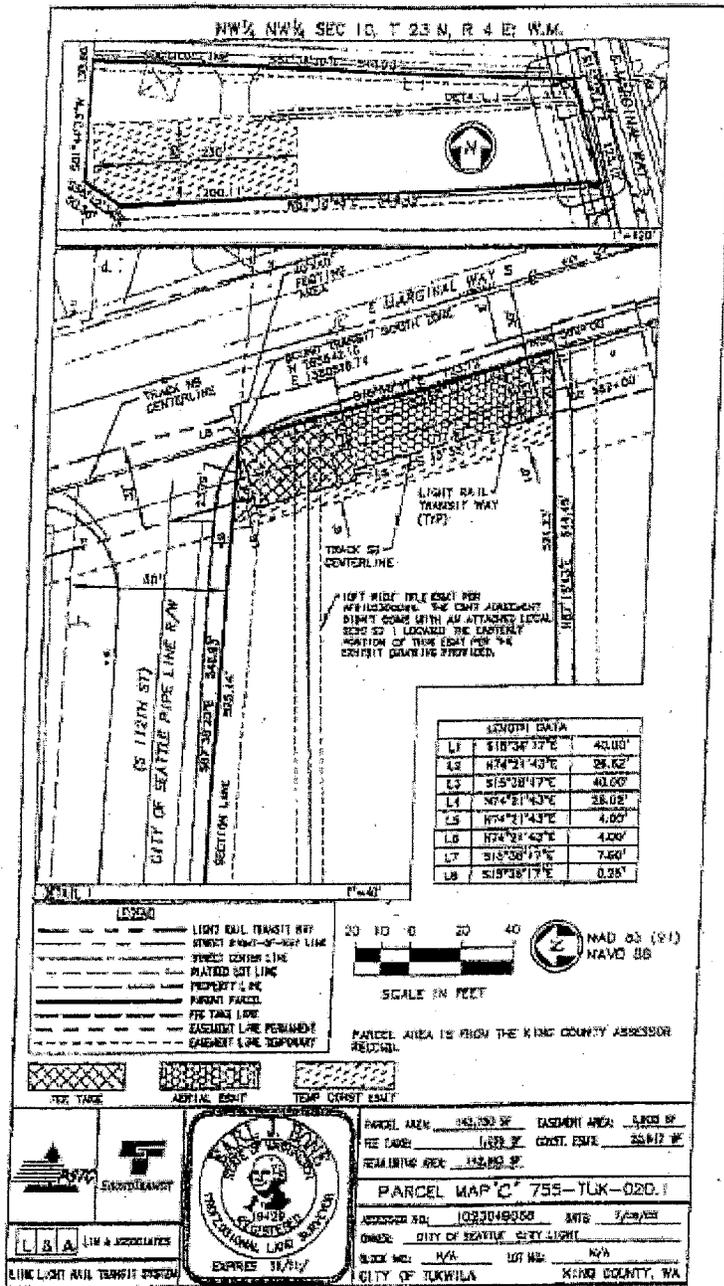
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Attachment L



Attachment N





City of Seattle
Office of the Mayor

May 15, 2012

Honorable Sally J. Clark
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Clark:

I am pleased to transmit the attached proposed ordinance which will authorize Seattle City Light to accept several utility easements from Sound Transit, and to convey guideway easements to Sound Transit, for the Central Link Light Rail Project. The Central Link has been completed and is now in service. Sound Transit will compensate City Light \$27,057 for the transfer of the guideway easements.

This legislation will require a public hearing pursuant to RCW 35.94.040.

These transfers are consistent with City Ordinance 119975 and the interlocal agreement between Sound Transit and the City of Seattle authorized by that legislation. This ordinance and companion legislation accepting certain easements from Sound Transit will complete City Light's real estate transactions in connection with the Central Link Light Rail Project.

Thank you for your consideration of this legislation. Should you have questions, please contact Lynn Best at 386-4586.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael McGinn".

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

