



CITY OF SEATTLE

City Council

Agenda

Monday, February 24, 2020

2:00 PM

Council Chamber, City Hall
600 Fourth Avenue
Seattle, WA 98104

M. Lorena González, President
Lisa Herbold, Member
Debora Juarez, Member
Andrew J. Lewis, Member
Tammy J. Morales, Member
Teresa Mosqueda, Member
Alex Pedersen, Member
Kshama Sawant, Member
Dan Strauss, Member

Chair Info: 206-684-8809; Lorena.González@seattle.gov

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CITY OF SEATTLE

City Council Agenda

February 24, 2020 - 2:00 PM

Meeting Location:

Council Chamber, City Hall, 600 Fourth Avenue, Seattle, WA 98104

Committee Website:

<http://www.seattle.gov/council>

A. CALL TO ORDER

B. ROLL CALL

C. PRESENTATIONS

D. APPROVAL OF THE JOURNAL

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR

Introduction and referral to Council committees of Council Bills (CB), Resolutions (Res), Appointments (Appt), and Clerk Files (CF) for committee recommendation.

[IRC 242](#)

February 24, 2020

Attachments: [Introduction and Referral Calendar](#)

F. APPROVAL OF THE AGENDA

G. PUBLIC COMMENT

Members of the public may sign up to address the Council for up to 2 minutes on matters on this agenda; total time allotted to public comment at this meeting is 20 minutes.

H. PAYMENT OF BILLS

These are the only Bills which the City Charter allows to be introduced and passed at the same meeting.

- [CB 119747](#) AN ORDINANCE appropriating money to pay certain audited claims for the week of February 10, 2020 through February 14, 2020 and ordering the payment thereof.

I. COMMITTEE REPORTS

Discussion and vote on Council Bills (CB), Resolutions (Res), Appointments (Appt), and Clerk Files (CF).

FINANCE AND HOUSING COMMITTEE:

1. [Res 31931](#) A RESOLUTION establishing a Watch List of large, complex, discrete capital projects that will require enhanced quarterly monitoring reports for the 2020 calendar year.

The Committee recommends that City Council adopt as amended the Resolution (Res).
In Favor: 4 - Mosqueda, Herbold, Lewis, Strauss
Opposed: None

Supporting Documents: [Summary and Fiscal Note](#)

TRANSPORTATION AND UTILITIES COMMITTEE:

2. [CB 119744](#) AN ORDINANCE relating to the Department of Transportation's Hazard Mitigation Program; authorizing the Director of the Department of Transportation to acquire, accept, and record on behalf of the City of Seattle, 11 catchment wall easements (From Daniel Bayeh, located in a portion of Lots 10 and 11, Block 3, Sturtevant's Rainier Beach Lake Front Tracts; a catchment wall easement from Blue Bird Rentals, LLC, a Washington limited liability company, located in a portion of Lots 14 through 17, Block 46, Rainier Beach; a catchment wall easement from Margaret Brown, located in a portion of Lots 17 and 18, Block 46, Rainier Beach; a catchment wall easement from Dan J. Del Duca and Mary F. Del Duca, located in a portion of Lots 1 and 2, Block 35, Rainier Beach; a catchment wall easement from Paul J. Farrington and Ronald F. Minter, located in Lots 5 and 6, Block 2, Mayes' Addition to the City of Seattle; a catchment wall easement from Mark Duane Lewis, located in a portion of Lots 2 and 3, Block 2, Mayes' Addition to the City of Seattle; a catchment wall easement from Gene Louie and Lena T. Louie, located in a portion of Lots 3 through 5, Block 2, Mayes' Addition to the City of Seattle; a catchment wall easement from Lincoln A. Louie and Ann Marie D. Louie, located in a portion of Lots 3 through 5, Block 35, Rainier Beach; a catchment wall easement from Robert Miller and Ana Miller, located in a portion of Lots 11 and 12, Block 3, Sturtevant's Rainier Beach Lake Front Tracts; a catchment wall easement from Ngoc Nguyen and My Chau Tran, located in a portion of Lots 9 and 10, Block 3, Sturtevant's Rainier Beach Lake Front Tracts; a catchment wall easement from F. D. Staats, the Trustee of the F. D. Staats Family Trust, located in a portion of Lots 6 and 7, Block 35, Rainier Beach), for the purpose of protecting the adjacent roadway of superficial surface erosion of the adjacent slopes along a portion of Rainier Avenue South; placing the real property rights under the jurisdiction of the Seattle Department of Transportation; and ratifying and confirming certain prior acts.

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 4 - Pedersen, Strauss, Herbold, Morales

Opposed: None

Attachments: [Att 1 - Bayeh Catchment Wall Easement](#)
[Att 2 - Blue Bird Rentals LLC Catchment Wall Easement](#)
[Att 3 - Brown Catchment Wall Easement](#)
[Att 4 - Del Duca Catchment Wall Easement](#)
[Att 5 - Farrington and Minter Catchment Wall Easement](#)
[Att 6 - Lewis Catchment Wall Easement](#)
[Att 7 - Gene and Lena Louie Catchment Wall Easement](#)
[Att 8 - Lincoln and Ann Marie Louie Catchment Wall Easement](#)
[Att 9 - Miller Catchment Wall Easement.pdf](#)
[Att 10 - Nguyen and Tran Catchment Wall Easement](#)
[Att 11 - Staats Catchment Wall Easement](#)

Supporting Documents:

[Summary and Fiscal Note](#)
[Summary Ex 1 - Vicinity Map](#)

3. [CB 119741](#) AN ORDINANCE relating to the Central Puget Sound Regional Transit Authority (“Sound Transit”); authorizing execution of a Funding and Cooperative Agreement for Northgate Station Area Access Improvements between Sound Transit and The City of Seattle; and ratifying and confirming certain prior acts.

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 4 - Pedersen, Strauss, Herbold, Morales

Opposed: None

Attachments: [Att A - Northgate Funding and Cooperative Agreement](#)

Supporting Documents:

[Summary and Fiscal Note](#)

4. [CB 119743](#) AN ORDINANCE relating to grant funds from non-City sources; authorizing the Director of Transportation to accept specified grants and execute related agreements for and on behalf of the City; amending Ordinance 126000, which adopted the 2020 Budget, including the 2020-2025 Capital Improvement Program (CIP); changing appropriations for the Seattle Department of Transportation; revising allocations and spending plans for certain projects in the 2020-2025 CIP; and ratifying and confirming certain prior acts.

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 4 - Pedersen, Strauss, Herbold, Morales

Opposed: None

Attachments: [Att A – CIP Project Page - Pedestrian Master Plan – New Sidewalks](#)

Supporting Documents: [Summary and Fiscal Note](#)

J. ADOPTION OF OTHER RESOLUTIONS

K. OTHER BUSINESS

L. ADJOURNMENT



Legislation Text

File #: IRC 242, Version: 1

February 24, 2020



Introduction and Referral Calendar

List of proposed Council Bills (CB), Resolutions (Res), Appointments (Appt) and Clerk Files (CF) to be introduced and referred to a City Council committee

Record No.	Title	Committee Referral
<u>By: Juarez</u>		
1. CB 119747	AN ORDINANCE appropriating money to pay certain audited claims for the week of February 10, 2020 through February 14, 2020 and ordering the payment thereof.	City Council
<u>By: Strauss</u>		
2. CB 119750	AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at page 62 of the Official Land Use Map to rezone property located at 4544, 4550, and 4600 Union Bay Place NE from Commercial 2-55 (M) (C2-55 (M)) to Commercial 2-65 (M1) (C2-65 (M1)); and accepting a Property Use and Development Agreement as a condition of rezone approval. (Petition by Barrientos Ryan LLC, C.F. 314434, SDCI Project 3030253-LU)	City Council
<u>By: Mosqueda</u>		
3. Appt 01558	Appointment of Barbara Baquero as member, Sweetened Beverage Tax Community Advisory Board, for a term to August 31, 2023.	Finance and Housing Committee
<u>By: Strauss</u>		
4. CB 119748	AN ORDINANCE relating to historic preservation; imposing controls upon the Sunset Telephone & Telegraph Exchange, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.	Land Use and Neighborhoods Committee
<u>By: Strauss</u>		
5. CB 119749	AN ORDINANCE relating to historic preservation; imposing controls upon the University of Washington Eagleson Hall, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.	Land Use and Neighborhoods Committee

By: Strauss

6. [Appt 01497](#) Appointment of Dean. E. Barnes as member, Landmarks Preservation Board, for a term to August 14, 2022. Land Use and Neighborhoods Committee

By: Strauss

7. [Appt 01500](#) Appointment of Lance Neely as member, Landmarks Preservation Board, for a term to August 14, 2022. Land Use and Neighborhoods Committee

By: Herbold

8. [Appt 01552](#) Appointment of Suzette Dickerson as member, Community Police Commission, for a term to December 31, 2020. Public Safety and Human Services Committee

By: Herbold

9. [Appt 01553](#) Appointment of Douglas E. Wagoner as member, Community Police Commission, for a term to December 31, 2020. Public Safety and Human Services Committee

By: Herbold

10. [Appt 01554](#) Appointment of Emma Montanez Catague as member, Community Police Commission, for a term to December 31, 2021. Public Safety and Human Services Committee

By: Herbold

11. [Appt 01555](#) Reappointment of Joseph Seia as member, Community Police Commission, for a term to December 31, 2021. Public Safety and Human Services Committee

By: Herbold

12. [Appt 01556](#) Appointment of Monisha R. Harrell as member, Community Police Commission, for a term to December 31, 2022. Public Safety and Human Services Committee

By: Herbold

13. [Appt 01557](#) Reappointment of Mark Mullens as member, Community Police Commission, for a term to December 31, 2022. Public Safety and Human Services Committee

By: Herbold

14. [Appt 01559](#) Appointment of Scott Bachler as member, Community Police Commission, for a term to December 31, 2022. Public Safety and Human Services Committee



Legislation Text

File #: CB 119747, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE appropriating money to pay certain audited claims for the week of February 10, 2020 through February 14, 2020 and ordering the payment thereof.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Payment of the sum of \$23,346,803.83 on PeopleSoft 9.2 mechanical warrants numbered 4100311868- 4100314005 plus manual or cancellation issues for claims, E-Payables of \$139,947.46 on PeopleSoft 9.2 9100005559- 9100005621 and Electronic Financial Transactions (EFT) in the amount of \$34,434,572.35 are presented for ratification by the City Council per RCW 42.24.180.

Section 2. Any act consistent with the authority of this ordinance taken prior to its effective date is hereby ratified and confirmed.

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

Passed by the City Council the 24th day of February 2020 and signed by me in open session in authentication of its passage this 24th day of February 2020.

President _____ of the City Council

Approved by me this _____ day of _____, 2020.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2020.

Monica Martinez Simmons, City Clerk

(Seal)



Legislation Text

File #: Res 31931, **Version:** 2

timingCITY OF SEATTLE

RESOLUTION _____

A RESOLUTION establishing a Watch List of large, complex, discrete capital projects that will require enhanced quarterly monitoring reports for the 2020 calendar year.

WHEREAS, Seattle’s Capital Improvement Program (CIP) identifies planned spending and revenues for City capital projects during the upcoming six-year period; and

WHEREAS, updates to the CIP are adopted by the Seattle City Council (“Council”) as part of the annual and supplemental budget process; and

WHEREAS, CIP oversight is a critical function of the Council; and

WHEREAS, effective CIP oversight ensures transparent, accountable use of public dollars; and

WHEREAS, the Council’s ability to perform effective capital oversight is dependent on access to thorough information and the opportunity to review and process this information in a timely manner; and

WHEREAS, City capital projects such as the Elliott Bay Seawall Project and the utilities’ New Customer Information System cost millions of dollars over their original proposed budget and enhanced, timely reporting could have improved the Council’s oversight by communicating potential project risks before the risks were realized; and

WHEREAS, oversight for the 2018-2023 Adopted CIP was improved via Council and City Budget Office review of capital project development and delivery, including seeking information from and holding conversations with some of the major capital departments on their project management practices and contingency budgeting, and conducting meetings to jointly discuss capital project issues across departments; and

WHEREAS, there is opportunity to improve CIP reporting and accountability to the Council and to use the Council's budgeting authority to improve financial oversight; and

WHEREAS, the City benefits from effective Executive management controls and Council oversight for projects that have a significant financial, policy, or programmatic impact on the City and its residents; and

WHEREAS, the Levy to Move Seattle Oversight Committee members sent a letter to the Mayor and the Council on August 23, 2018, recommending "regularly reporting on progress and challenges as projects move through their development process, especially as the true cost to deliver these projects comes into greater focus"; and

WHEREAS, in November 2016 the Council adopted and the Mayor signed Resolution 31720 to "institute new rigor in capital project oversight that will increase appropriate and timely oversight and provide more transparency to the public," through, among other things, "[e]nhanced regular CIP reporting developed in conjunction with the City Budget Office, including but not limited to quarterly reports to the Budget Committee on project scope, schedule, or budget deviations"; and

WHEREAS, in order to provide uniformity across City departments, and to communicate progress of projects during the budget process and in monitoring reports, City capital departments agreed to use common terminology identifying project stages; and

WHEREAS, the City Council has imposed stage-based provisos for selected projects in the 2018 Adopted Budget, the 2019 Adopted Budget, and the 2020 Adopted Budget to allow spending of authorized appropriations only for specified activities unless and until the City Council passes future separate ordinances lifting such provisos; and

WHEREAS, the City adopted Resolution 31853, establishing enhanced reporting requirements for the City's Capital Improvement Program projects and establishing the City's intent to use a stage-gate appropriation process for selected projects; and

WHEREAS, the City adopted Resolution 31866, establishing a Watch List of large, complex, discrete capital projects that will require enhanced quarterly monitoring reports for the 2019 calendar year; and

WHEREAS, on January 15, 2020, the Executive transmitted for Council’s consideration a Proposed Watch List of projects requiring enhanced quarterly reports; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE MAYOR

CONCURRING, THAT:

Section 1. The Seattle City Council (“Council”) establishes the following as the 2020 Watch List of capital projects as shown in Table 1:

Table 1: 2020 Watch List

	Dept	CIP Project ID	Project Title
A.	Department of Parks and Recreation (DPR)	MC-PR-21007	Parks Central Waterfront Piers Rehabilitation
B.	DPR	MC-PR-41040	Lake City Community Center Improvements
C.	DPR	MC PR 21005	Smith Cove Park Development
D.	Seattle City Light (SCL)	MC-CL-ZT8307	Alaskan Way Viaduct and Seawall Replacement - Utility Relocs
E.	SCL	MC-CL-YT7125	Denny Substation Transmission Lines
F.	SCL	MC-CL-YR8351	Pole Replacements
G.	Seattle Department of Transportation (SDOT)	MC-TR-C072	Alaskan Way Main Corridor
H.	SDOT	MC-TR-C040	Center City Streetcar Connector
I.	SDOT	MC-TR-C073	Overlook Walk and East-West Connections Project
J.	SDOT	MC-TR-C051	Madison BRT - RapidRide G Line
K.	SDOT	MC-TR-C028	S Lander St. Grade Separation
L.	SDOT	MC-TR-C013	Roosevelt Multimodal Corridor
M.	SDOT	MC-TR-C030	Northgate Bridge and Cycle Track
N.	SDOT	MC-TR-C042	Delridge Way SW - RapidRide H Line

O.	Seattle Public Utilities (SPU)	MC-SU-C3614	Ship Canal Water Quality Project
P.	SPU	MC-SU-C3806	South Park Stormwater Program
Q.	Seattle Information Technology Department	MC-IT-C6304	Criminal Justice Information System Projects

Section 2. The Council requests that the Mayor submit an enhanced quarterly report for each project on the 2020 Watch List in the manner and on the timeline described in Resolution 31853. The Council further requests that the Mayor continue to provide information as soon as practicable about these and other large, complex, discrete capital projects whenever significant budget, schedule, or scope risks are developing that may require Council decisions. Similarly, and consistent with Resolution 31853, the Council invites the Mayor to add any other projects to the 2020 Watch List through the course of the year and then to provide enhanced quarterly reporting for those other capital projects in order to enable the Council to make critical policy choices - changing funding, adjusting scope, etc. - as early as possible and before identified risks develop into actual implementation challenges.

Section 3. The Council intends to review the enhanced quarterly reports and to determine whether and how to stage Council approval of funding for each project on the 2020 Watch List.

Section 4. The City Council anticipates that the Finance and Housing Committee (or successor committee) will review the enhanced quarterly reports.

Adopted by the City Council the _____ day of _____, 2020, and signed by me in open session in authentication of its adoption this _____ day of _____, 2020.

President _____ of the City Council

The Mayor concurred the _____ day of _____, 2020.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2020.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Legislative Department	Dan Eder / 684-8147	n/a

* Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.

1. BILL SUMMARY

Legislation Title: A RESOLUTION establishing a Watch List of large, complex, discrete capital projects that will require enhanced quarterly monitoring reports for the 2020 calendar year.

Summary and background of the Legislation: Resolution 31853 established enhanced reporting requirements for the City’s Capital Improvement Program projects and provides (among other things) that the City Council will adopt by resolution a Watch List of capital projects for which the Executive will provide enhanced quarterly reports. Consistent with Resolution 31853, this resolution adopts the Watch List of capital projects for 2020.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ___ Yes X No

If yes, please fill out the table below and attach a new (if creating a project) or marked-up (if amending) CIP Page to the Council Bill. Please include the spending plan as part of the attached CIP Page. If no, please delete the table.

Project Name:	Project I.D.:	Project Location:	Start Date:	End Date:	Total Project Cost Through 2024:

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ___ Yes X No

If there are no changes to appropriations, revenues, or positions, please delete the table below.

Appropriation change (\$):	General Fund \$		Other \$	
	2020	2021	2020	2021
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2020	2021	2020	2021
Positions affected:	No. of Positions		Total FTE Change	
	2020	2021	2020	2021

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

If so, describe the nature of the impacts. This could include increased operating and maintenance costs, for example.

No

Is there financial cost or other impacts of *not* implementing the legislation?

Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs or consequences.

No

If there are no changes to appropriations, revenues, or positions, please delete sections 3.a., 3.b., and 3.c. and answer the questions in Section 4.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

If so, please list the affected department(s) and the nature of the impact (financial, operational, etc.).

Yes. This legislation requires that the Executive departments with capital projects on the 2020 Watch List submit enhanced quarterly reports as described in Resolution 31853.

b. Is a public hearing required for this legislation?

If yes, what public hearing(s) have been held to date, and/or what public hearing(s) are planned/required in the future?

No

c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?

If yes, please describe the measures taken to comply with RCW 64.06.080.

No

d. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

For example, legislation related to sale of surplus property, condemnation, or certain capital projects with private partners may require publication of notice. If you aren't sure, please check with your lawyer. If publication of notice is required, describe any steps taken to comply with that requirement.

No.

e. Does this legislation affect a piece of property?

If yes, and if a map or other visual representation of the property is not already included as an exhibit or attachment to the legislation itself, then you must include a map and/or other visual representation of the property and its location as an attachment to the fiscal note. Place a note on the map attached to the fiscal note that indicates the map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.

No

f. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

If yes, please explain how this legislation may impact vulnerable or historically disadvantaged communities. Using the racial equity toolkit is one way to help determine the legislation's impact on certain communities. If any aspect of the legislation involves communication or outreach to the public, please describe the plan for communicating with non-English speakers.

No.

g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).

This answer should highlight measurable outputs and outcomes.

n/a



Legislation Text

File #: CB 119744, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the Department of Transportation’s Hazard Mitigation Program; authorizing the Director of the Department of Transportation to acquire, accept, and record on behalf of the City of Seattle, 11 catchment wall easements (From Daniel Bayeh, located in a portion of Lots 10 and 11, Block 3, Sturtevant’s Rainier Beach Lake Front Tracts; a catchment wall easement from Blue Bird Rentals, LLC, a Washington limited liability company, located in a portion of Lots 14 through 17, Block 46, Rainier Beach; a catchment wall easement from Margaret Brown, located in a portion of Lots 17 and 18, Block 46, Rainier Beach; a catchment wall easement from Dan J. Del Duca and Mary F. Del Duca, located in a portion of Lots 1 and 2, Block 35, Rainier Beach; a catchment wall easement from Paul J. Farrington and Ronald F. Minter, located in Lots 5 and 6, Block 2, Mayes' Addition to the City of Seattle; a catchment wall easement from Mark Duane Lewis, located in a portion of Lots 2 and 3, Block 2, Mayes' Addition to the City of Seattle; a catchment wall easement from Gene Louie and Lena T. Louie, located in a portion of Lots 3 through 5, Block 2, Mayes' Addition to the City of Seattle; a catchment wall easement from Lincoln A. Louie and Ann Marie D. Louie, located in a portion of Lots 3 through 5, Block 35, Rainier Beach; a catchment wall easement from Robert Miller and Ana Miller, located in a portion of Lots 11 and 12, Block 3, Sturtevant’s Rainier Beach Lake Front Tracts; a catchment wall easement from Ngoc Nguyen and My Chau Tran, located in a portion of Lots 9 and 10, Block 3, Sturtevant’s Rainier Beach Lake Front Tracts; a catchment wall easement from F. D. Staats, the Trustee of the F. D. Staats Family Trust, located in a portion of Lots 6 and 7, Block 35, Rainier Beach), for the purpose of protecting the adjacent roadway of superficial surface erosion of the adjacent slopes along a portion of Rainier Avenue South; placing the real property rights under the jurisdiction of the Seattle Department of Transportation; and ratifying and confirming certain prior acts.

WHEREAS, the Landslide Mitigation Project under the Hazard Mitigation Program (the “Project”) provides the Seattle Department of Transportation (SDOT) with the resources to identify landslide concerns that affect the right-of-way and prioritize and make repairs as necessary to maintain public safety; and

WHEREAS, historically, many landslide occurrences have been recorded along Rainier Avenue South between South Carver Street and South Norfolk Street (“Impacted Area”), and in 1998, the City closed 1,000 linear feet of sidewalk in response to the landslide vulnerabilities in the area; and

WHEREAS, in 2000, SDOT commissioned a geotechnical consultant to perform a slope reconnaissance along

the Impacted Area that determined this area to be a moderate to high risk landslide hazard; and

WHEREAS, in April 2013, SDOT closed a segment of the Impacted Area, between 57th Avenue South and Cornell Avenue South (the “Street Segment”) in response to one of the most recent landslides that blocked Rainier Avenue South; and

WHEREAS, Ordinance 124374 was subsequently passed to accept an easement to construct and maintain a retaining wall along a portion of this Street Segment to mitigate potential adverse impacts due to a high probability of reoccurrence of landslide activity; and

WHEREAS, to that end, the City took permanent measures to restore and stabilize the steep slope above that portion of this Street Segment to prevent further slope erosion and protect the integrity of the roadway; and

WHEREAS, since these repairs, several more landslides have occurred in the area; and

WHEREAS, the City recognizes that more work needs to be done to stabilize an extended area of the steep slope along Rainier Avenue South from South Fletcher Street to the South City Limits near South Ryan Street (“Rainier Corridor”); and

WHEREAS, SDOT recently conducted an evaluation that identified five sites within the Rainier Corridor that are vulnerable to landslide activity and need work; and

WHEREAS, the Project recently received funding to facilitate the necessary repairs; and

WHEREAS, it is in the City’s best interest to take permanent measures to prevent further slope erosion by restoring and arresting future superficial surface erosion debris from entering the right-of-way; and

WHEREAS, the Project work will include characterizing the adjacent slope, placing catchment walls to recover the existing sidewalk, and rebuilding failed sidewalk panels; and

WHEREAS, the City Council must accept the permanent catchment wall easements granted by various private property owners to build a catchment wall along the impacted slope areas to prevent further surface debris flow and complete the Project; and

WHEREAS, Project completion will immediately reduce landslide hazards to Rainier Avenue South, reduce annual maintenance cost for landslide cleanup, and initiate the reopening of the closed sidewalk for public access; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The catchment wall easement dated July 27, 2018, granted by Daniel Bayeh, recorded under King County Recording Number 20190404000485 and attached as Attachment 1 to this ordinance, granting to the City an easement to construct, repair, replace, and maintain a catchment wall and any other modifications associated with the catchment wall as described in the easement over property legally described and depicted in Exhibit A and Exhibit B of Attachment 1 to this ordinance is accepted.

Section 2. The catchment wall easement dated March 20, 2019, granted by BLUE BIRD RENTALS, LLC, a Washington limited liability company, recorded under King County Recording Number 20190430000373 and attached as Attachment 2 to this ordinance, granting to the City an easement to construct, repair, replace, and maintain a catchment wall and any other modifications associated with the catchment wall as described and depicted in the easement over property legally described in Exhibit A and Exhibit B of Attachment 2 to this ordinance is accepted.

Section 3. The catchment wall easement dated December 13, 2018, granted by Margaret Brown, recorded under King County Recording Number 20190404000484 and attached as Attachment 3 to this ordinance, granting to the City an easement to construct, repair, replace, and maintain a catchment wall and any other modifications associated with the catchment wall as described in the easement over property legally described and depicted in Exhibit A and Exhibit B of Attachment 3 to this ordinance is accepted.

Section 4. The catchment wall easement dated May 30, 2018, granted by Dan J. Del Duca and Mary F. Del Duca, a married couple, recorded under King County Recording Number 20190404000489 and attached as Attachment 4 to this ordinance, granting to the City an easement to construct, repair, replace, and maintain a catchment wall and any other modifications associated with the catchment wall as described in the easement

over property legally described and depicted in Exhibit A and Exhibit B of Attachment 4 to this ordinance is accepted.

Section 5. The catchment wall easement dated December 13, 2018, granted by Paul J. Farrington and Ronald F. Minter, each as their separate estate, recorded under King County Recording Number 20190404000487 and attached as Attachment 5 to this ordinance, granting to the City an easement to construct, repair, replace, and maintain a catchment wall and any other modifications associated with the catchment wall as described in the easement over property legally described and depicted in Exhibit A and Exhibit B of Attachment 5 to this ordinance is accepted.

Section 6. The catchment wall easement dated February 26, 2019, granted by Mark Duane Lewis, recorded under King County Recording Number 20190404000481 and attached as Attachment 6 to this ordinance, granting to the City an easement to construct, repair, replace, and maintain a catchment wall and any other modifications associated with the catchment wall as described in the easement over property legally described and depicted in Exhibit A and Exhibit B of Attachment 6 to this ordinance is accepted.

Section 7. The catchment wall easement dated December 13, 2018, granted by Gene Louie and Lena T. Louie, recorded under King County Recording Number 20190404000482 and attached as Attachment 7 to this ordinance, granting to the City an easement to construct, repair, replace, and maintain a catchment wall and any other modifications associated with the catchment wall as described in the easement over property legally described and depicted in Exhibit A and Exhibit B of Attachment 7 to this ordinance is accepted.

Section 8. The catchment wall easement dated May 30, 2018, granted by Lincoln A. Louie and Ann Marie D. Louie, a married couple, recorded under King County Recording Number 20190404000488 and attached as Attachment 8 to this ordinance, granting to the City an easement to construct, repair, replace, and maintain a catchment wall and any other modifications associated with the catchment wall as described in the easement over property legally described and depicted in Exhibit A and Exhibit B of Attachment 8 to this ordinance is accepted.

Section 9. The catchment wall easement dated December 13, 2018, granted by Robert Miller and Ana Miller, recorded under King County Recording Number 20190404000486 and attached as Attachment 9 to this ordinance, granting to the City an easement to construct, repair, replace, and maintain a catchment wall and any other modifications associated with the catchment wall as described in the easement over property legally described and depicted in Exhibit A and Exhibit B of Attachment 9 to this ordinance is accepted.

Section 10. The catchment wall easement dated December 13, 2018, granted by Ngoc Nguyen and My Chau Tran, recorded under King County Recording Number 20190404000483 and attached as Attachment 10 to this ordinance, granting to the City an easement to construct, repair, replace, and maintain a catchment wall and any other modifications associated with the catchment wall as described in the easement over property legally described and depicted in Exhibit A and Exhibit B of Attachment 10 to this ordinance is accepted.

Section 11. The catchment wall easement dated May 30, 2018, granted by F.D. Staats, the Trustee of the F.D. Staats Family Trust, recorded under King County Recording Number 20190404000490 and attached as Attachment 11 to this ordinance, granting to the City an easement to construct, repair, replace, and maintain a catchment wall and any other modifications associated with the catchment wall as described in the easement over property legally described and depicted in Exhibit A and Exhibit B of Attachment 11 to this ordinance is accepted.

Section 12. The easements are placed under the jurisdiction of the Seattle Department of Transportation.

Section 13. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

Section 14. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2020, and signed by
me in open session in authentication of its passage this _____ day of _____, 2020.

President _____ of the City Council

Approved by me this _____ day of _____, 2020.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2020.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

- Attachment 1 - Recorded Catchment Wall Easement granted by Daniel Bayeh
- Attachment 2 - Recorded Catchment Wall Easement granted by Blue Bird Rentals, LLC
- Attachment 3 - Recorded Catchment Wall Easement granted by Margaret Brown
- Attachment 4 - Recorded Catchment Wall Easement granted by Dan J. Del Duca
and Mary F. Del Duca
- Attachment 5 - Recorded Catchment Wall Easement granted by Paul J. Farrington
and Ronald F. Minter
- Attachment 6 - Recorded Catchment Wall Easement granted by Mark Duane Lewis
- Attachment 7 - Recorded Catchment Wall Easement granted by Gene Louie and Lena T. Louie
- Attachment 8 - Recorded Catchment Wall Easement granted by Lincoln A. Louie and
Ann Marie D. Louie
- Attachment 9 - Recorded Catchment Wall Easement granted by Robert Miller and

Ana Miller

Attachment 10 - Recorded Catchment Wall Easement granted by Ngoc Nguyen
and My Chau Tran

Attachment 11 - Recorded Catchment Wall Easement granted by F. D. Staats Family Trust

After recording return document to:

City of Seattle
Department of Transportation
700 5th Avenue – Suite 3800
PO Box 34996
Seattle, WA 98124-4966
Attn: Barret Aldrich



Document Title: Catchment Wall Easement
Reference Number of Related Document: N/A
Grantor(s): Daniel Bayeh
Grantee: City of Seattle
Abbreviated Legal Description: Ptn of LOTS 10 & 11, BLK 3, STURTEVANT'S RAINIER BEACH LAKE FRONT TRACTS, King County, WA
Additional Legal Description is on Page(s) 5 of Document.
Assessor's Tax Parcel Number(s): 806900-0175

EXCISE TAX NOT REQUIRED
King Co. Records Division
By Amber Lee Deputy

CATCHMENT WALL EASEMENT

Project: Rainier Avenue South Hazard Mitigation

The Grantor(s), **DANIEL BAYEH**, for and in consideration of mutual and offsetting benefits, other valuable consideration and the covenants and promises of the City hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, conveys and warrants unto the **CITY OF SEATTLE**, a municipal corporation of the State of Washington, and its assigns, an Easement over, under, across and upon the hereinafter described lands (“the Easement area”) for the purposes of constructing, repairing, replacing and maintaining a catchment wall and other modifications associated therewith, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statutes of the State of Washington.

Tax Parcel Number 806900-0175
Project Parcel 10

CATCHMENT WALL EASEMENT

The Grantor reserves the right to use the Easement area for purposes that will not unreasonably interfere with the Grantee's full enjoyment of the rights granted by this Easement. Neither the Grantor nor their successors and assigns may erect or construct any building or structure, or excavate, within the Easement area without the prior written consent of the Seattle Department of Transportation ("SDOT"). Further, planting trees or any other vegetation, except for grass, shall not be allowed within the Easement area. Grantor will submit a proposed work plan to SDOT at least 120 days before any work is commenced in the Easement area. As used in this Easement, "building or structure" means anything constructed or erected on the ground or any improvement built up or composed of parts joined together in some definite manner and affixed to the ground, including fences, walls and signs.

To the extent allowed by law, Grantor(s), their successors and assigns agree to indemnify Grantee from and against any and all claims, demands, suits, damages, loss or liability of any kind arising out of, or resulting from, erosion and/or landslides. The foregoing indemnity shall run with the land and bind Grantor(s) successors and assigns.

Said lands being situated in King County, State of Washington, and described as follows:

See Exhibit A attached hereto and made a part hereof.

Grantor:

By 
DANIEL BAYEH

Date: 7/27, 2018

Tax Parcel Number 806900-0175
Project Parcel 10

CATCHMENT WALL EASEMENT

Approved and Accepted By:
CITY OF SEATTLE

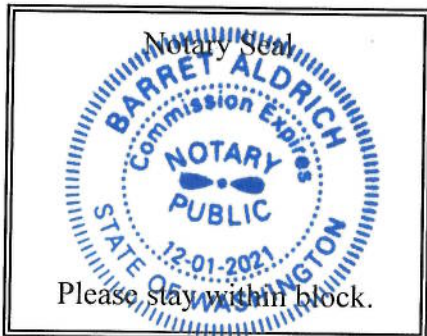
By: [Signature]
Linea Laird, Interim Director
Seattle Department of Transportation

Date: December 13, 2018

STATE OF WASHINGTON)
 : §
County of King)

On this 13 day of December, 2018, before me personally appeared LINEA LAIRD, to me known to be the Interim Director of the Seattle Department of Transportation of the City of Seattle, a Washington Municipal Corporation, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



[Signature]
Notary (print name) Barret Aldrich
Notary Public in and for the State of Washington,
residing at Washon WA
My Appointment expires Dec. 1, 2021

Tax Parcel Number 806900-0175
Project Parcel 10

CATCHMENT WALL EASEMENT

EXHIBIT A FOR PORTIONS OF LOTS 10-11 BLOCK 3

STURTEVANT'S RAINIER BEACH LAKE FRONT TRACTS

THAT PORTION OF THE EASTERLY 35 FEET OF LOT 10, BLOCK 3, STURTEVANT'S RAINIER BEACH LAKE FRONT TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 102, RECORDS OF KING COUNTY, WASHINGTON; TOGETHER WITH THAT PORTION OF LOT 11 IN SAID BLOCK 3 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 11 DISTANT 11.63 FEET WESTERLY (MEASURED ALONG SAID SOUTHERLY LINE) FROM THE SOUTHEAST CORNER THEREOF; THENCE NORTHEASTERLY TO A POINT ON THE NORTHERLY LINE OF SAID LOT 11 DISTANT 9.44 FEET (MEASURED ALONG SAID NORTHERLY LINE) FROM THE NORTHEAST CORNER THEREOF; EXCEPT THAT PORTION THEREOF CONDEMNED FOR RAINIER AVENUE BY KING COUNTY SUPERIOR COURT CAUSE NUMBER 87583, ORDINANCE NUMBER 29364 OF THE CITY OF SEATTLE; DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID BLOCK 3, BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY MARGIN OF RAINIER AVENUE SOUTH AND THE EASTERLY RIGHT OF WAY MARGIN OF 75TH AVENUE SOUTH, PER KING COUNTY SUPERIOR COURT CAUSE NO. 87583, SAID POINT BEING THE BEGINNING OF A 303.88 FOOT NON TANGENT CURVE, CONCAVE TO SOUTHWEST, WHICH RADIUS POINT BEARS S 11° 21' 26" W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING THE SOUTHERLY RIGHT OF WAY MARGIN OF RAINIER AVENUE SOUTH, THROUGH A CENTRAL ANGLE OF 9° 12' 36" A DISTANCE OF 48.85 FEET; THENCE S 69° 25' 58" E 416.75 FEET TO THE BEGINNING OF A 591.27 FOOT RADIUS TANGENT CURVE, CONCAVE TO SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 1° 20' 15" A DISTANCE OF 13.80 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8° 16' 01" A DISTANCE OF 85.31 FEET; THENCE LEAVING SAID RIGHT OF WAY MARGIN S 26° 47' 07" W 5.01 FEET TO THE BEGINNING OF A 586.27 FOOT NON TANGENT CURVE, CONCAVE TO SOUTHWEST WHICH RADIUS POINT BEARS S 30° 12' 02" W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8° 17' 04" A DISTANCE OF

Tax Parcel Number 806900-0175
Project Parcel 10

CATCHMENT WALL EASEMENT

**84.77 FEET; THENCE N 20° 34' 02" E 5.00 FEET TO THE POINT OF
BEGINNING.**

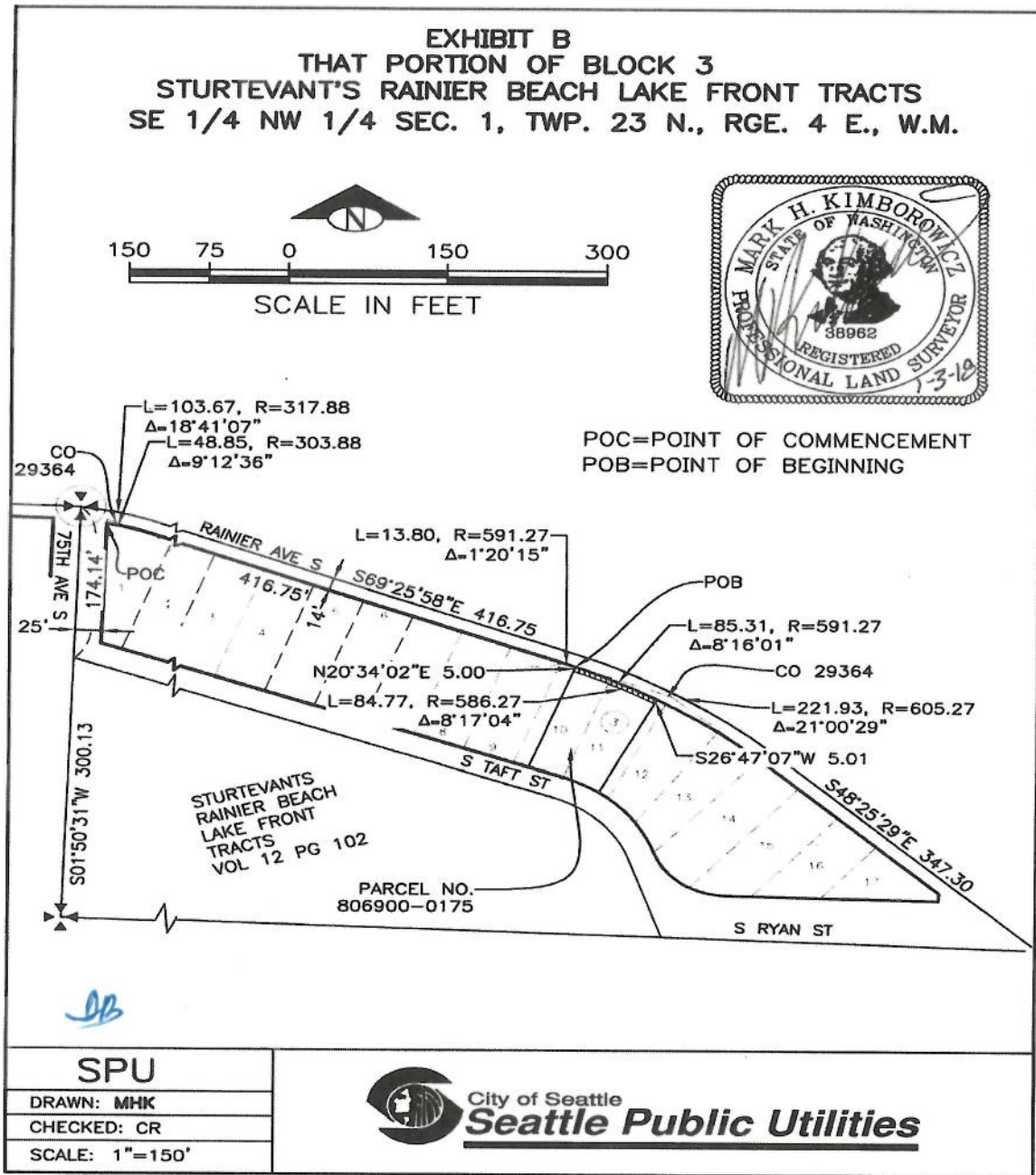
SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING,
STATE OF WASHINGTON.

CONTAINING 425 SQ. FT., MORE OR LESS



Tax Parcel Number 806900-0175
Project Parcel 10

CATCHMENT WALL EASEMENT



Tax Parcel Number 806900-0175
Project Parcel 10




20190430000373

EASEMENT Rec: \$105.00
4/30/2019 9:54 AM
KING COUNTY, WA

After recording return document to:

City of Seattle
Department of Transportation
700 5th Avenue – Suite 3800
PO Box 34996
Seattle, WA 98124-4966
Attn: Barret Aldrich

DUPLICATE TAX NOT REQUIRED
King Co. Records Division
By  Deputy

Document Title: Catchment Wall Easement
Reference Number of Related Document: N/A
Grantor(s): Blue Bird Rentals, LLC
Grantee: City of Seattle
Abbreviated Legal Description: Ptn of LTS. 14-16 & PTN. LT. 17, BLK. 46, RAINIER BEACH, King County, WA
Additional Legal Description is on Page(s) 5 of Document.
Assessor's Tax Parcel Number(s): 712930-2955

CATCHMENT WALL EASEMENT

Project: Rainier Avenue South Hazard Mitigation

The Grantor(s), **BLUE BIRD RENTALS, LLC**, a Washington limited liability company, for and in consideration of mutual and offsetting benefits, other valuable consideration and the covenants and promises of the City hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, conveys and warrants unto the **CITY OF SEATTLE**, a municipal corporation of the State of Washington, and its assigns, an Easement the width of the parcel frontage, over, under, across and upon the hereinafter described lands (“the Easement area”) for the purposes of constructing, repairing, replacing and maintaining a catchment wall and other modifications associated therewith, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statutes of the State of Washington.

Tax Parcel Number 712930-2955
Project Parcel 4

CATCHMENT WALL EASEMENT

The Grantor reserves the right to use the Easement area for purposes that will not unreasonably interfere with the Grantee’s full enjoyment of the rights granted by this Easement. Neither the Grantor nor their successors and assigns may erect or construct any building or structure, or excavate, within the Easement area without the prior written consent of the Seattle Department of Transportation (“SDOT”). Further, planting trees or any other vegetation, except for grass, shall not be allowed within the Easement area. Grantor will submit a proposed work plan to SDOT at least 120 days before any work is commenced in the Easement area except for activities necessary for emergency water line repair. If the emergency work impacts the catchment wall, the Grantor shall notify SDOT immediately. In the event of a landslide or significant erosion on Grantor’s non-Easement property, the Grantor shall have access over the Easement area to remove debris, rocks and dirt, and make repairs to Grantor’s property that is not subject to this Easement. If debris removal or repairs impact the wall, the Grantor shall notify SDOT immediately. As used in this Easement, “building or structure” means anything constructed or erected on the ground or any improvement built up or composed of parts joined together in some definite manner and affixed to the ground, including fences, walls and signs.

To the extent allowed by law, Grantor(s), their successors and assigns agree to indemnify Grantee from and against any and all claims, demands, suits, damages, loss or liability of any kind arising out of, or resulting from, erosion and/or landslides. The foregoing indemnity shall run with the land and bind Grantor(s) successors and assigns.

Said lands being situated in King County, State of Washington, and described as follows:

See Exhibit A attached hereto and made a part hereof.

Signed this 6th day of March, 2019

BLUE BIRD RENTALS, LLC,
a Washington limited liability company

By: Linda Korten
Linda Korten
Its: Governor

Tax Parcel Number 712930-2955
Project Parcel 4

CATCHMENT WALL EASEMENT

EXHIBIT A

PERMANENT EASEMENT DESCRIPTION FOR LOT 14, 15 AND 16 BLOCK 46 RAINIER BEACH

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY; LOTS 14, 15 AND 16, BLOCK 46, RAINIER BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLATS, PAGE 11, RECORDS OF KING COUNTY, WASHINGTON; TOGETHER WITH THAT PORTION OF LOT 17, OF SAID BLOCK 46,

DESCRIBED AS FOLLOWS:

BEGINNING AT MOST WESTERLY CORNER OF SAID LOT 17;
THENCE NORTH 48°33'49" EAST 56.50 FEET ALONG NORTHWESTERLY LINE OF LOT 17; THENCE SOUTH 41°26'11" EAST 5.8 FEET; THENCE SOUTH 50°47'41" WEST 56.54 FEET TO THE SOUTHWESTERLY LINE OF LOT 17; THENCE NORTH 41°26'11" WEST 3.60 FEET TO THE POINT OF BEGINNING; SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.,

DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHEASTERLY CORNER OF SAID LOT 18 BEING THE INTERSECTION OF THE WESTERLY RIGHT OF WAY MARGIN OF SOUTH KEPPLER STREET AND THE SOUTHERLY RIGHT OF WAY MARGIN OF RAINIER AVENUE SOUTH, PER KING COUNTY SUPERIOR COURT CAUSE NO. 87583; SAID POINT BEING THE BEGINNING OF A 315.68 FOOT NON TANGENT CURVE CONCAVE TO SOUTHWEST, WHICH RADIUS POINT BEARS S 59° 17' 59" W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING THE SOUTHERLY RIGHT OF WAY MARGIN OF RAINIER AVENUE SOUTH, THROUGH A CENTRAL ANGLE OF 11° 56' 12" A DISTANCE OF 65.77 FEET; THENCE N 42° 38' 08" W 4.49 FEET TO THE **POINT OF BEGINNING**; THENCE N 42° 38' 08" W 90.07 FEET TO THE NORTHERLY BOUNDARY LINE OF DESCRIBED PARCEL; THENCE LEAVING SAID RIGHT OF WAY MARGIN ALONG SAID BOUNDARY LINE S 49° 41' 44" W 5.00 FEET; THENCE S 42° 38' 08" E 90.07 FEET TO THE SOUTHERLY BOUNDARY LINE OF DESCRIBED PARCEL; THENCE N 49° 41' 51" E 5.00 FEET TO THE **POINT OF BEGINNING**.

Tax Parcel Number 712930-2955

Project Parcel 4

CATCHMENT WALL EASEMENT

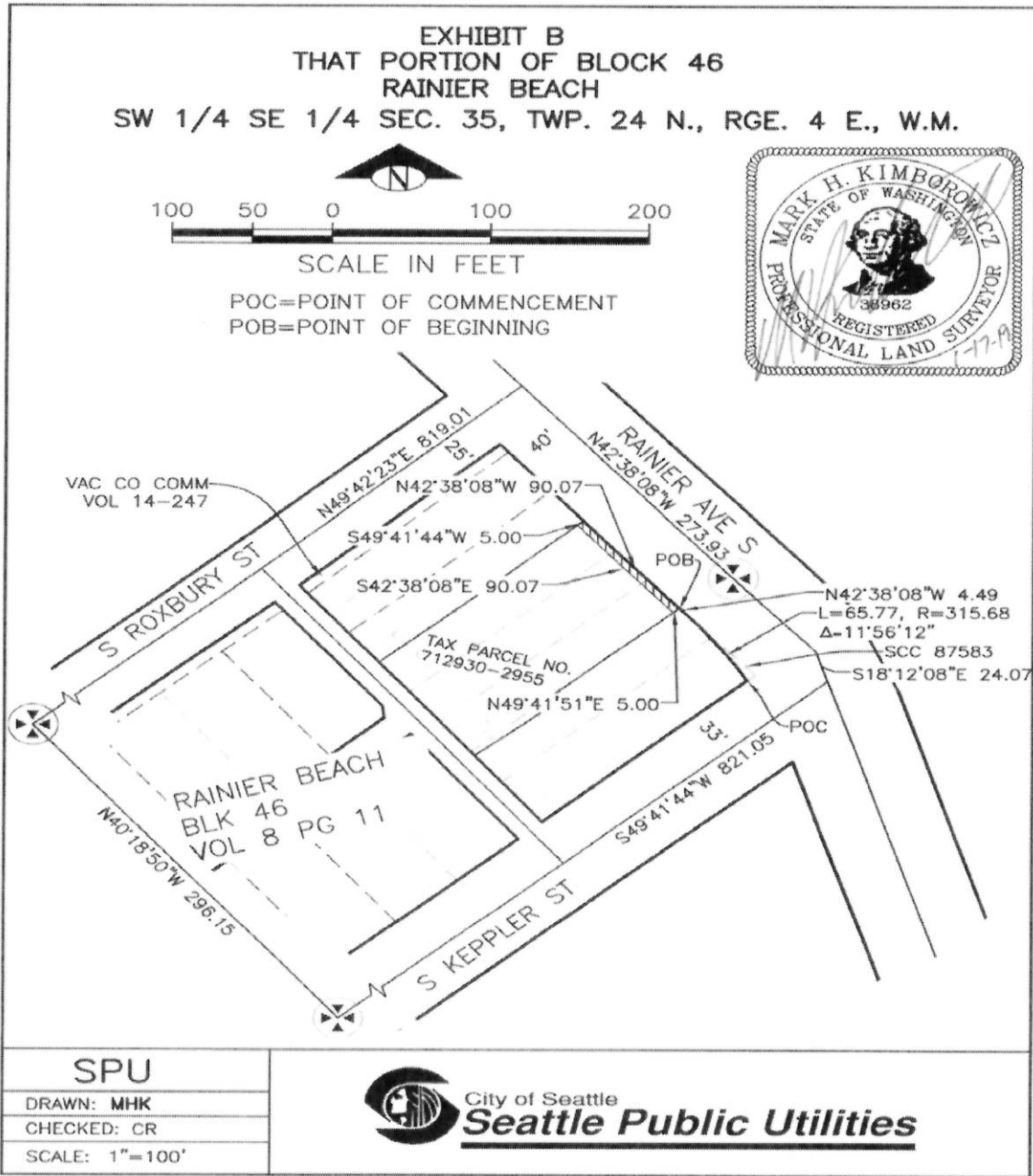
SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF
WASHINGTON.

CONTAINING 450 SQ. FT., MORE OR LESS



Tax Parcel Number 712930-2955
Project Parcel 4

CATCHMENT WALL EASEMENT



Tax Parcel Number 712930-2955

Project Parcel 4

After recording return document to:

City of Seattle
Department of Transportation
700 5th Avenue – Suite 3800
PO Box 34996
Seattle, WA 98124-4966
Attn: Barret Aldrich



20190404000484

EASEMENT Rec: \$105.00
4/4/2019 12:37 PM
KING COUNTY, WA

EXCISE TAX NOT REQUIRED
King Co. Records Division
By *Amber Lee* Deputy
Amber Lee

Document Title: Catchment Wall Easement
Reference Number of Related Document: N/A
Grantor(s): Margaret Brown
Grantee: City of Seattle
Abbreviated Legal Description: Ptn of LOTS 17 & 18, BLK 46, RAINIER BEACH, King County, WA
Additional Legal Description is on Page(s) 5 of Document.
Assessor's Tax Parcel Number(s): 712930-2960

CATCHMENT WALL EASEMENT

Project: Rainier Avenue South Hazard Mitigation

The Grantor(s), **MARGARET BROWN**, for and in consideration of mutual and offsetting benefits, other valuable consideration and the covenants and promises of the City hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, conveys and warrants unto the **CITY OF SEATTLE**, a municipal corporation of the State of Washington, and its assigns, an Easement over, under, across and upon the hereinafter described lands ("the Easement area") for the purposes of constructing, repairing, replacing and maintaining a catchment wall and other modifications associated therewith, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statutes of the State of Washington.

Tax Parcel Number 712930-2960
Project Parcel 5

CATCHMENT WALL EASEMENT

The Grantor reserves the right to use the Easement area for purposes that will not unreasonably interfere with the Grantee's full enjoyment of the rights granted by this Easement. Neither the Grantor nor their successors and assigns may erect or construct any building or structure, or excavate, within the Easement area without the prior written consent of the Seattle Department of Transportation ("SDOT"). Further, planting trees or any other vegetation, except for grass, shall not be allowed within the Easement area. Grantor will submit a proposed work plan to SDOT at least 120 days before any work is commenced in the Easement area. As used in this Easement, "building or structure" means anything constructed or erected on the ground or any improvement built up or composed of parts joined together in some definite manner and affixed to the ground, including fences, walls and signs.

To the extent allowed by law, Grantor(s), their successors and assigns agree to indemnify Grantee from and against any and all claims, demands, suits, damages, loss or liability of any kind arising out of, or resulting from, erosion and/or landslides. The foregoing indemnity shall run with the land and bind Grantor(s) successors and assigns.

Said lands being situated in King County, State of Washington, and described as follows:

See Exhibit A attached hereto and made a part hereof.

Grantor:

By Margaret M Brown
MARGARET BROWN

Date: August 2, _____, 2018

Tax Parcel Number 712930-2960
Project Parcel 5

CATCHMENT WALL EASEMENT

Approved and Accepted By:
CITY OF SEATTLE

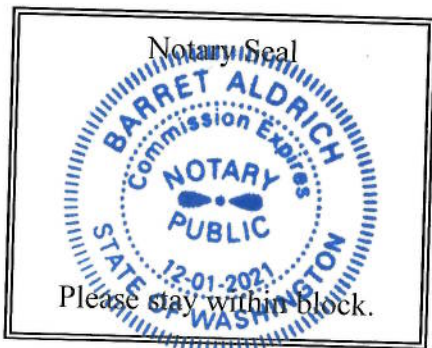
By: [Signature]
Linea Laird, Interim Director
Seattle Department of Transportation

Date: December 13, 2018

STATE OF WASHINGTON)
 : §
County of King)

On this 13 day of December, 2018, before me personally appeared LINEA LAIRD, to me known to be the Interim Director of the Seattle Department of Transportation of the City of Seattle, a Washington Municipal Corporation, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



[Signature]
Notary (print name) Barret Aldrich
Notary Public in and for the State of Washington,
residing at Vashon, WA
My Appointment expires Dec 1, 2021

Tax Parcel Number 712930-2960
Project Parcel 5

CATCHMENT WALL EASEMENT

EXHIBIT A PERMANENT EASEMENT DESCRIPTION FOR LOT 17-18 BLOCK 46 RAINIER BEACH

THAT PORTION OF LOT 17 AND 18 BLOCK 46 OF RAINIER BEACH, AS RECORDED IN VOLUME 8 OF PLATS, PAGE 46, RECORDS OF KING COUNTY, WASHINGTON, EXCEPT THAT PORTION THEREOF CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 87583 FOR RAINIER AVENUE; AND EXCEPT THAT PORTION OF LOT 17, DESCRIBED AS FOLLOWS:

BEGINNING AT MOST WESTERLY CORNER OF SAID LOT 17; THENCE NORTH 48°33'49" EAST 56.50 FEET ALONG NORTHWESTERLY LINE OF LOT 17; THENCE SOUTH 41°26'11" EAST 5.80 FEET; THENCE SOUTH 50°47'41" WEST 56.54 FEET TO THE SOUTHWESTERLY LINE OF LOT 17; THENCE NORTH 41°26'11" WEST 3.60 FEET TO THE POINT OF BEGINNING; SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS;

COMMENCING AT THE MOST NORTHEASTERLY CORNER OF SAID LOT 18 BEING THE INTERSECTION OF THE WESTERLY RIGHT OF WAY MARGIN OF SOUTH KEPPLER STREET AND THE SOUTHERLY RIGHT OF WAY MARGIN OF RAINIER AVENUE SOUTH, PER KING COUNTY SUPERIOR COURT CAUSE NO. 87583; SAID POINT BEING THE BEGINNING OF A 315.68 FOOT NON TANGENT CURVE, CONCAVE TO SOUTHWEST, WHICH RADIUS POINT BEARS S 59° 17' 59" W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING THE SOUTHERLY RIGHT OF WAY MARGIN OF RAINIER AVENUE SOUTH, THROUGH A CENTRAL ANGLE OF 7° 07' 21" A DISTANCE OF 39.24 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4° 48' 50" A DISTANCE OF 26.52 FEET; THENCE N 42° 38' 08" W 4.49 FEET; THENCE LEAVING SAID RIGHT OF WAY MARGIN S 49° 41' 44" W 5.00 FEET; THENCE S 42° 38' 08" E 4.69 FEET TO THE BEGINNING OF A 310.68 FOOT RADIUS NON TANGENT CURVE CONCAVE TO SOUTHWEST WHICH RADIUS POINT BEARS S 47° 21' 47" E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4° 51' 14" A DISTANCE OF 26.32 FEET; THENCE N 49° 41' 44" E 5.00 FEET TO THE **POINT OF BEGINNING**.

Tax Parcel Number 712930-2960
Project Parcel 5

CATCHMENT WALL EASEMENT

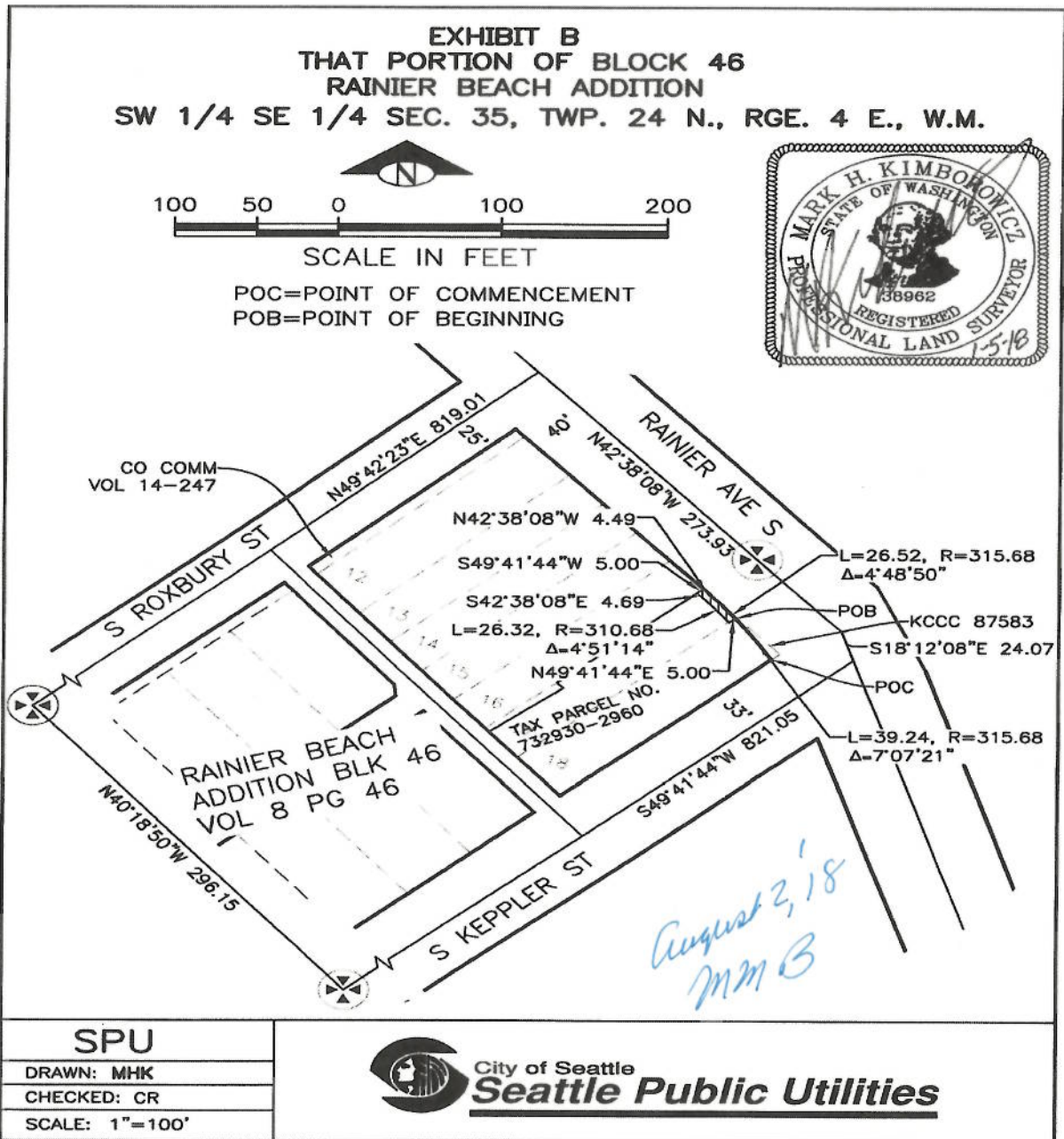
SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF
WASHINGTON.

CONTAINING 155 SQ. FT., MORE OR LESS



Tax Parcel Number 712930-2960
Project Parcel 5

CATCHMENT WALL EASEMENT



Tax Parcel Number 712930-2960

Project Parcel 5

After recording return document to:

City of Seattle
Department of Transportation
700 5th Avenue – Suite 3800
PO Box 34996
Seattle, WA 98124-4966
Attn: Barret Aldrich



20190404000489

EASEMENT Rec: \$105.00
4/4/2019 12:37 PM
KING COUNTY, WA

EXCISE TAX NOT REQUIRED

King Co Records Division

By Amber Lee, Deputy

Amber Lee

Document Title: Catchment Wall Easement
Reference Number of Related Document: N/A
Grantor(s): Dan J. and Mary F. Del Duca
Grantee: City of Seattle
Abbreviated Legal Description: Ptn of LTS. 1 & 2, BLK. 35, RAINIER BEACH, King County, WA
Additional Legal Description is on Page(s) 5 of Document.
Assessor's Tax Parcel Number(s): 712930-1740

CATCHMENT WALL EASEMENT

Project: Rainier Avenue South Hazard Mitigation

The Grantor(s), **DAN J. DEL DUCA** and **MARY F. DEL DUCA**, a married couple, for and in consideration of mutual and offsetting benefits, other valuable consideration and the covenants and promises of the City hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, conveys and warrants unto the **CITY OF SEATTLE**, a municipal corporation of the State of Washington, and its assigns, an Easement over, under, across and upon the hereinafter described lands (“the Easement area”) for the purposes of constructing, repairing, replacing and maintaining a catchment wall and other modifications associated therewith, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statutes of the State of Washington.

Tax Parcel Number 712930-1740

CATCHMENT WALL EASEMENT

The Grantor reserves the right to use the Easement area for purposes that will not unreasonably interfere with the Grantee's full enjoyment of the rights granted by this Easement. Neither the Grantor nor their successors and assigns may erect or construct any building or structure, or excavate, within the Easement area without the prior written consent of the Seattle Department of Transportation ("SDOT"). Further, planting trees or any other vegetation, except for grass, shall not be allowed within the Easement area. Grantor will submit a proposed work plan to SDOT at least 120 days before any work is commenced in the Easement area. As used in this Easement, "building or structure" means anything constructed or erected on the ground or any improvement built up or composed of parts joined together in some definite manner and affixed to the ground, including fences, walls and signs.

To the extent allowed by law, Grantor(s), their successors and assigns agree to indemnify Grantee from and against any and all claims, demands, suits, damages, loss or liability of any kind arising out of, or resulting from, erosion and/or landslides. The foregoing indemnity shall run with the land and bind Grantor(s) successors and assigns.

Said lands being situated in King County, State of Washington, and described as follows:

See Exhibit A attached hereto and made a part hereof.

Grantor:

By 
Dan J. Del Duca

Date: 5-16-18, 2018

By 
Mary F. Del Duca

Date: 5-16-18, 2018

Tax Parcel Number 712930-1740

CATCHMENT WALL EASEMENT

EXHIBIT A FOR LOT 2, BLOCK 35 RAINIER BEACH

THAT PORTION OF LOT 2 BLOCK 35, OF RAINIER BEACH, AS RECORDED IN VOLUME 8 OF PLATS, PAGE 11, RECORDS OF KING COUNTY, WASHINGTON, SITUATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY MARGIN OF RAINIER AVENUE SOUTH AND THE SOUTHERLY MARGIN OF SOUTH PERRY STREET, ALSO KNOWN AS THE NORTHWESTERLY CORNER OF LOT 1, OF SAID BLOCK 35, TOGETHER WITH THAT PORTION OF SOUTH PERRY STREET AS VACATED BY COUNTY COMMISSION UNDER VOLUME 14-247 AND WHICH ATTACHED BY OPERATION OF LAW; THENCE ALONG SAID SOUTHERLY MARGIN OF RAINIER AVENUE SOUTH, S 40° 18' 47" E A DISTANCE OF 68.70 FEET TO THE **POINT OF BEGINNING**;
THENCE CONTINUING ALONG SAID MARGIN S 40° 18' 47" E A DISTANCE OF 39.30 FEET TO THE NORTHEASTERLY PROPERTY CORNER OF SAID LOT 2;
THENCE ALONG SAID PROPERTY LINE S 49° 42' 00" W 5.00 FEET;
THENCE LEAVING SAID PROPERTY LINE N 40° 18' 47" W 39.30 FEET;
THENCE N 49° 42' 00" E A DISTANCE OF 5.00 FEET TO THE **POINT OF BEGINNING**.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

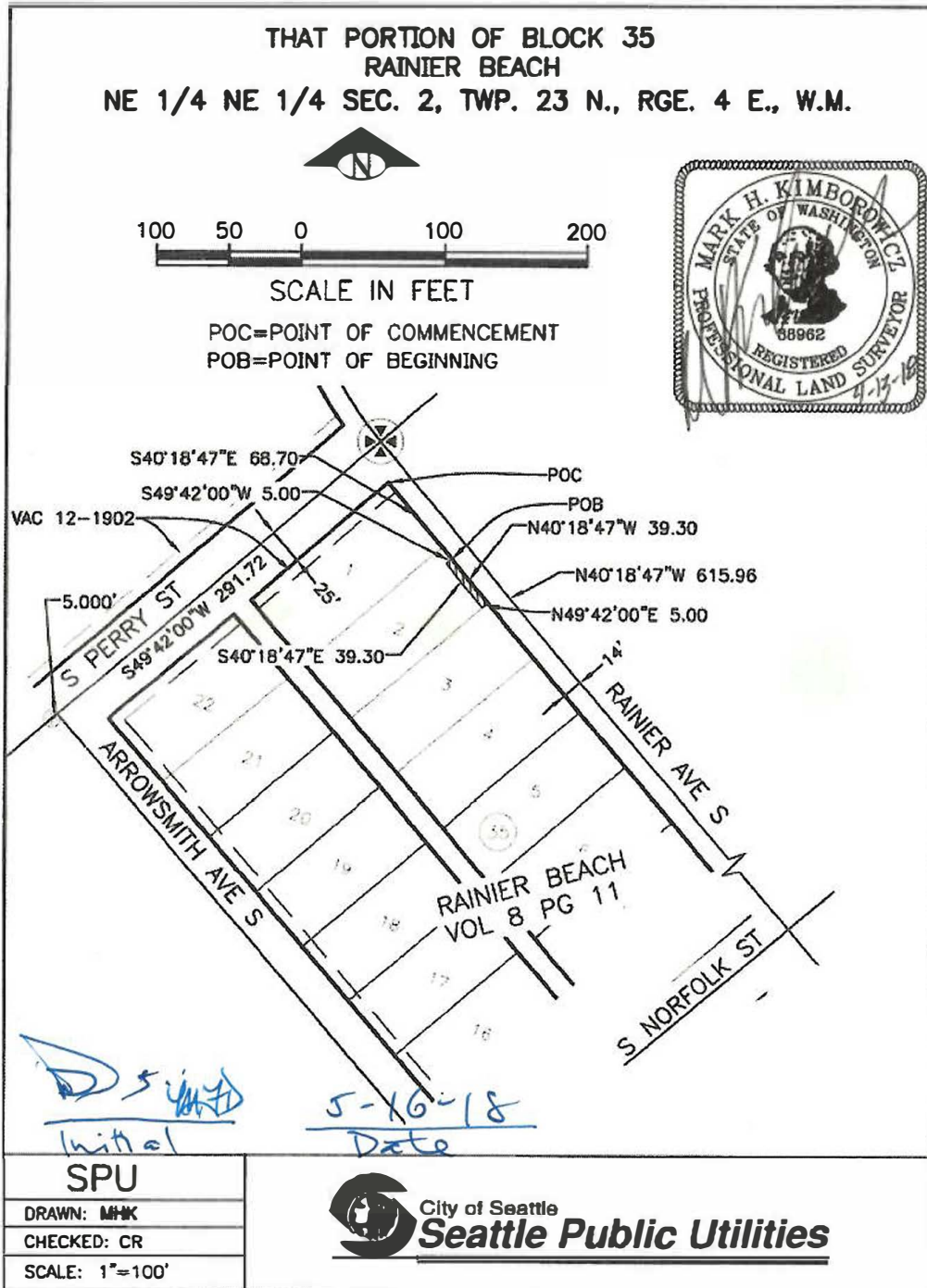
CONTAINING 196.5 SQ. FT., MORE OR LESS



Tax Parcel Number 712930-1740

EXHIBIT B

CATCHMENT WALL EASEMENT



Tax Parcel Number 712930-1740

After recording return document to:

City of Seattle
Department of Transportation
700 5th Avenue – Suite 3800
PO Box 34996
Seattle, WA 98124-4966
Attn: Julie Aune



20190404000487

EASEMENT Rec: \$104.00
4/4/2019 12:37 PM
KING COUNTY, WA

EXCISE TAX NOT REQUIRED
King Co. Records Division
By  Deputy
Amber Lee

Document Title: Catchment Wall Easement
Reference Number of Related Document: N/A
Grantor(s): Farrington, Paul J. and Ronald F. Minter
Grantee: City of Seattle
Legal Description (abbreviated): LOT 6 & PTN LOT 5, BLK 2 MAYES' ADD. TO SEATTLE
Assessor's Tax Parcel Number: 524180-0085

CATCHMENT WALL EASEMENT

Project: Rainier Avenue South Hazard Mitigation

The Grantor(s), **PAUL J. FARRINGTON AND RONALD F. MINTER**, each as their separate estate, for and in consideration of mutual and offsetting benefits, other valuable consideration and the covenants and promises of the City hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, conveys and warrants unto the **CITY OF SEATTLE**, a municipal corporation of the State of Washington, and its assigns, an Easement over, under, across and upon the hereinafter described lands ("the Easement area") for the purposes of constructing, repairing, replacing and maintaining a catchment wall and other modifications associated therewith, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statutes of the State of Washington.

The Grantor reserves the right to use the Easement area for purposes that will not unreasonably interfere with the Grantee's full enjoyment of the rights granted by this Easement. Neither the Grantor nor their successors and assigns may erect or construct any building or structure, or excavate, within the Easement area without the prior written consent of the Seattle Department of Transportation ("SDOT"). Further, planting trees or

Tax Parcel Number 524180-0085

CATCHMENT WALL EASEMENT

any other vegetation, except for grass, shall not be allowed within the Easement area. Grantor will submit a proposed work plan to SDOT at least 120 days before any work is commenced in the Easement area. As used in this Easement, "building or structure" means anything constructed or erected on the ground or any improvement built up or composed of parts joined together in some definite manner and affixed to the ground, including fences, walls and signs.

To the extent allowed by law, Grantor(s), their successors and assigns agree to indemnify Grantee from and against any and all claims, demands, suits, damages, loss or liability of any kind arising out of, or resulting from, erosion and/or landslides. The foregoing indemnity shall run with the land and bind Grantor(s) successors and assigns.

Said lands being situated in King County, State of Washington, and described as follows:

See Exhibit A attached hereto and made a part hereof.

Grantor:

By 
Paul J. Farrington

By 
Ronald F. Minter

Date: 31 JULY, 2018

Tax Parcel Number 524180-0085
Project Parcel 3a

CATCHMENT WALL EASEMENT

EXHIBIT A

PERMANENT EASEMENT DESCRIPTION

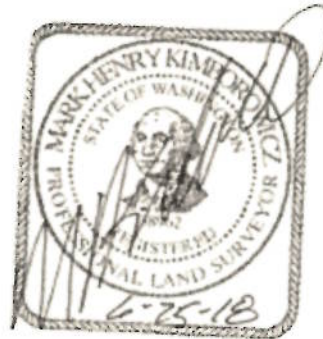
FOR LOTS 5 AND 6 BLOCK 2 MAYES ADDITION TO THE CITY OF SEATTLE

THAT PORTION OF THE SOUTHEAST HALF OF LOT 5, ALL OF LOT 6, BLOCK 2, MAYES ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 27 OF PLATS, PAGE 43, IN KING COUNTY, WASHINGTON, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF LOT 1, BLOCK 2 OF SAID PLAT; THENCE ALONG THE SOUTHERLY RIGHT OF WAY MARGIN OF RAINIER AVENUE SOUTH S 58° 13' 45" E 233.44 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN S 58° 13' 45" E 29.21 FEET TO THE BEGINNING OF A 623.00 FOOT TANGENT CURVE, CONCAVE TO SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0° 38' 02" A DISTANCE OF 6.89 FEET; THENCE LEAVING SAID RIGHT OF WAY MARGIN S 32° 32' 57" W 1.00 FOOT TO THE BEGINNING OF A 622.00 FOOT NON TANGENT CURVE CONCAVE TO SOUTHWEST WHICH RADIUS POINT BEARS S 32° 24' 16" W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0° 38' 01" A DISTANCE OF 6.88 FEET; THENCE N 58° 13' 45" W 29.21 FEET; THENCE N 31° 46' 15" E 1.00 FOOT TO THE **POINT OF BEGINNING**.

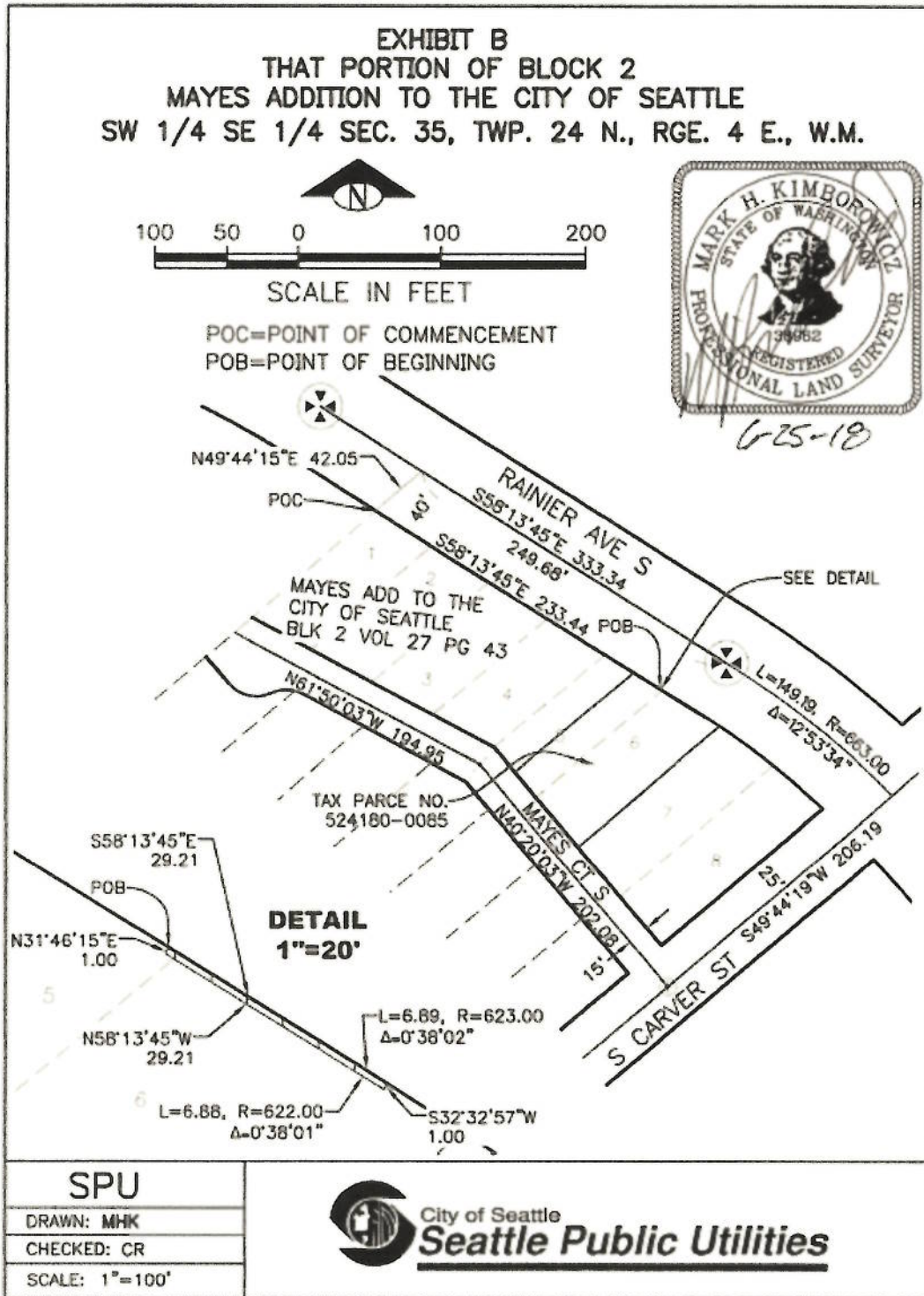
SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 36 SQ. FT., MORE OR LESS



Tax Parcel Number 524180-0085
Project Parcel 3a

CATCHMENT WALL EASEMENT



Tax Parcel Number 524180-0085
Project Parcel 3a

After recording return document to:

City of Seattle
Department of Transportation
700 5th Avenue – Suite 3800
PO Box 34996
Seattle, WA 98124-4966
Attn: Barret Aldrich



20190404000481

EASEMENT Rec: \$104.00
4/4/2019 12:37 PM
KING COUNTY, WA

Document Title: Catchment Wall Easement
Reference Number of Related Document: N/A
Grantor(s): Mark Duane Lewis
Grantee: City of Seattle
Abbreviated Legal Description: Ptn of PTN LOTS 2 & 3, BLK 2, MAYES ADD TO SEATTLE, King County, WA
Additional Legal Description is on Page(s) 5 of Document.
Assessor's Tax Parcel Number(s): 524180-0066

EXCISE TAX NOT REQUIRED
King Co. Records Division
By Amber Lee Deputy

CATCHMENT WALL EASEMENT

Project: Rainier Avenue South Hazard Mitigation

The Grantor(s), **MARK DUANE LEWIS**, for and in consideration of mutual and offsetting benefits, other valuable consideration and the covenants and promises of the City hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, conveys and warrants unto the **CITY OF SEATTLE**, a municipal corporation of the State of Washington, and its assigns, an Easement over, under, across and upon the hereinafter described lands ("the Easement area") for the purposes of constructing, repairing, replacing and maintaining a catchment wall and other modifications associated therewith, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statutes of the State of Washington.

Tax Parcel Number 524180-0066
Project Parcel 2

CATCHMENT WALL EASEMENT

The Grantor reserves the right to use the Easement area for purposes that will not unreasonably interfere with the Grantee's full enjoyment of the rights granted by this Easement. Neither the Grantor nor their successors and assigns may erect or construct any building or structure, or excavate, in the Easement area without the prior written consent of the Seattle Department of Transportation ("SDOT"). Further, planting trees or any other vegetation, except for grass, shall not be allowed within the Easement area. Grantor will submit a proposed work plan to SDOT at least 60 days before any work is commenced in the Easement area. As used in this Easement, "building or structure" means anything constructed or erected on the ground or any improvement built up or composed of parts joined together in some definite manner and affixed to the ground, including fences, walls and signs.

To the extent allowed by law, Grantor(s), their successors and assigns agree to indemnify Grantee from and against any and all claims, demands, suits, damages, loss or liability of any kind arising out of, or resulting from, erosion and/or landslides. The foregoing indemnity shall run with the land and bind Grantor(s) successors and assigns.

Said lands being situated in King County, State of Washington, and described as follows:

See Exhibit A attached hereto and made a part hereof.

Grantors:

By: Mark D. Lewis
MARK DUANE LEWIS

Date: 02/21/19, 2018

Tax Parcel Number 524180-0066
Project Parcel 2

CATCHMENT WALL EASEMENT

EXHIBIT A

PERMANENT EASEMENT DESCRIPTION

FOR LOT 2 AND 3 BLOCK 2 MAYES ADDITION TO THE CITY OF SEATTLE

THAT PORTION OF LOT 2 LYING SOUTHEASTERLY OF A LINE WHICH BEGINS AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 2 DISTANT SOUTH 62°56'11" EAST, 59.17 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT 1 IN SAID BLOCK 2 AND RUNS; THENCE NORTH 48°33'49" EAST, PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 1 AND THE NORTHWESTERLY HALF OF LOT 3, BLOCK 2, MAYES ADDITION TO CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 27 OF PLATS, PAGE 43, RECORDS OF KING COUNTY, WASHINGTON, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS;

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF LOT 1, BLOCK 2 OF SAID PLAT; THENCE ALONG THE SOUTHERLY RIGHT OF WAY MARGIN OF RAINIER AVENUE SOUTH S 58° 13' 45" E 57.85 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN S 58° 13' 45" E 58.72 FEET; THENCE LEAVING SAID RIGHT OF WAY MARGIN S 49° 44' 15" W 5.26 FEET; THENCE N 58° 13' 45" W 58.72 FEET; THENCE N 49° 44' 15" E 5.26 FEET TO THE **POINT OF BEGINNING**.

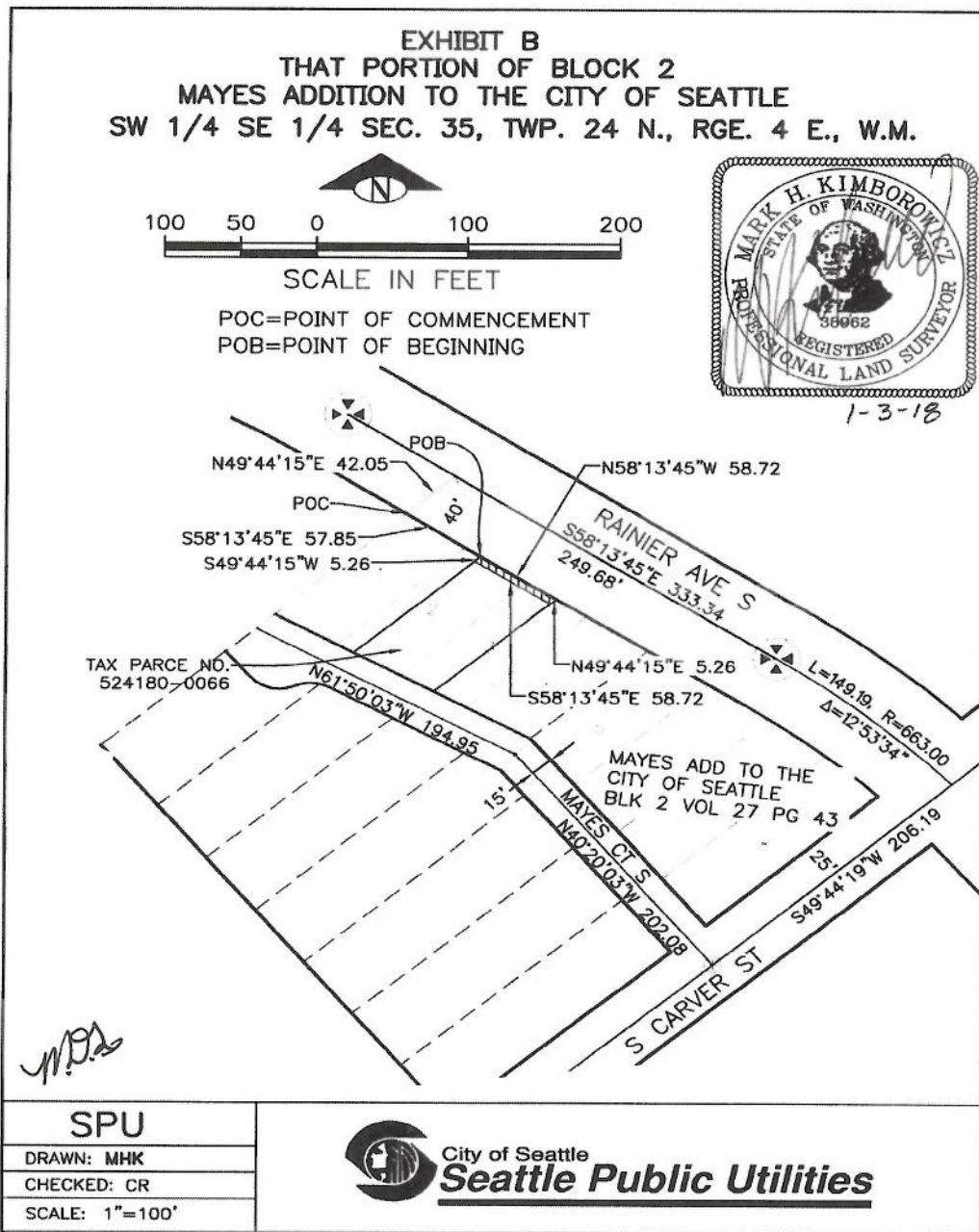
SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 294 SQ. FT., MORE OR LESS



Tax Parcel Number 524180-0066
Project Parcel 2

CATCHMENT WALL EASEMENT



Tax Parcel Number 524180-0066
Project Parcel 2

After recording return document to:

City of Seattle
Department of Transportation
700 5th Avenue – Suite 3800
PO Box 34996
Seattle, WA 98124-4966
Attn: Barret Aldrich



20190404000482

EASEMENT Rec: \$104.00
4/4/2019 12:37 PM
KING COUNTY, WA

Document Title: Catchment Wall Easement
Reference Number of Related Document: N/A
Grantor(s): Gene Louie and Lena T. Louie
Grantee: City of Seattle
*Abbreviated Legal Description: Ptn of LT. 4, PTN. LTS. 3 & 5, BLK. 2, MAYE'S ADD.
TO THE CITY OF SEATTLE, King County, WA*
Additional Legal Description is on Page(s) 5 of Document.
Assessor's Tax Parcel Number(s): 524180-0071

EXCISE TAX NOT REQUIRED
King Co. Records Division
By *Amber Lee* Deputy
Amber Lee

CATCHMENT WALL EASEMENT

Project: Rainier Avenue South Hazard Mitigation

The Grantor(s), **GENE LOUIE** and **LENA T. LOUIE**, for and in consideration of mutual and offsetting benefits, other valuable consideration and the covenants and promises of the City hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, conveys and warrants unto the **CITY OF SEATTLE**, a municipal corporation of the State of Washington, and its assigns, an Easement over, under, across and upon the hereinafter described lands (“the Easement area”) for the purposes of constructing, repairing, replacing and maintaining a catchment wall and other modifications associated therewith, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statutes of the State of Washington.

Tax Parcel Number 524180-0071
Project Parcel 3

CATCHMENT WALL EASEMENT

The Grantor reserves the right to use the Easement area for purposes that will not unreasonably interfere with the Grantee's full enjoyment of the rights granted by this Easement. Neither the Grantor nor their successors and assigns may erect or construct any building or structure, or excavate, in the Easement area without the prior written consent of the Seattle Department of Transportation ("SDOT"). Further, planting trees or any other vegetation, except for grass, shall not be allowed within the Easement area. Grantor will submit a proposed work plan to SDOT at least 120 days before any work is commenced in the Easement area. As used in this Easement, "building or structure" means anything constructed or erected on the ground or any improvement built up or composed of parts joined together in some definite manner and affixed to the ground, including fences, walls and signs.

To the extent allowed by law, Grantor(s), their successors and assigns agree to indemnify Grantee from and against any and all claims, demands, suits, damages, loss or liability of any kind arising out of, or resulting from, erosion and/or landslides. The foregoing indemnity shall run with the land and bind Grantor(s) successors and assigns.

Said lands being situated in King County, State of Washington, and described as follows:

See Exhibit A attached hereto and made a part hereof.

Grantors:

By: 

GENE LOUIE

By: 

LENA T. LOUIE

Date: August 23, 2018

Tax Parcel Number 524180-0071
Project Parcel 3

CATCHMENT WALL EASEMENT

EXHIBIT A

PERMANENT EASEMENT DESCRIPTION

FOR LOTS 3 AND 4 BLOCK 2 MAYES ADDITION TO THE CITY OF SEATTLE

THAT PORTION OF THE SOUTHEAST HALF OF LOT 3, ALL OF LOT 4, AND THE NORTHWEST HALF OF LOT 5, BLOCK 2, MAYE'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 27 OF PLATS, PAGE 43, IN KING COUNTY, WASHINGTON, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS;

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF LOT 1, BLOCK 2 OF SAID PLAT; THENCE ALONG THE SOUTHERLY RIGHT OF WAY MARGIN OF RAINIER AVENUE SOUTH S 58° 13' 45" E 116.56 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN S 58° 13' 45" E 31.50 FEET; THENCE LEAVING SAID RIGHT OF WAY MARGIN S 31° 46' 15" W 5.00 FEET; THENCE N 58° 13' 45" W 33.12 FEET; THENCE N 49° 44' 15" E 5.26 FEET TO THE **POINT OF BEGINNING**.

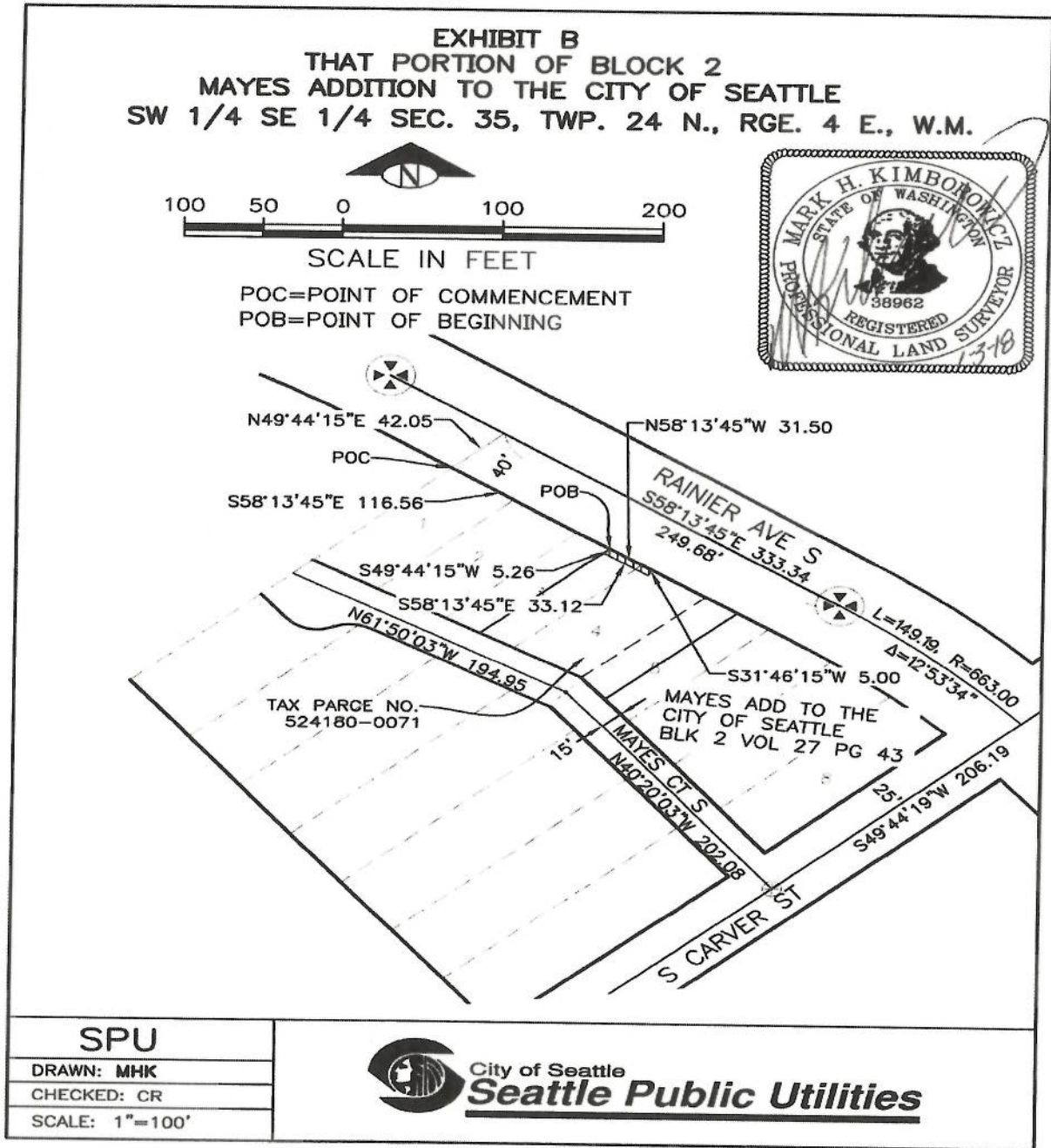
SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 162 SQ. FT., MORE OR LESS



Tax Parcel Number 524180-0071
Project Parcel 3

CATCHMENT WALL EASEMENT



Tax Parcel Number 524180-0071
Project Parcel 3

After recording return document to:

City of Seattle
Department of Transportation
700 5th Avenue – Suite 3800
PO Box 34996
Seattle, WA 98124-4966
Attn: Barret Aldrich



20190404000488

EASEMENT Rec: \$104.00
4/4/2019 12:37 PM
KING COUNTY, WA

EXCISE TAX NOT REQUIRED
King Co. Records Division
By Amber Lee, Deputy
Amber Lee

Document Title: Catchment Wall Easement
Reference Number of Related Document: N/A
Grantor(s): Lincoln A. Louie and Ann Marie D. Louie
Grantee: City of Seattle
*Abbreviated Legal Description: Ptn of LOTS 3, 4 & 5, BLK 35, RAINIER BEACH ADD,
ACC. TO PLAT THEREOF REC. IN VOL 8, PG 11, King County, WA*
Additional Legal Description is on Page(s) 5 of Document.
Assessor's Tax Parcel Number(s): 712930-1750

CATCHMENT WALL EASEMENT

Project: Rainier Avenue South Hazard Mitigation

The Grantor(s), **LINCOLN A. LOUIE** and **ANN MARIE D. LOUIE**, a married couple, for and in consideration of mutual and offsetting benefits, other valuable consideration and the covenants and promises of the City hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, conveys and warrants unto the **CITY OF SEATTLE**, a municipal corporation of the State of Washington, and its assigns, an Easement over, under, across and upon the hereinafter described lands (“the Easement area”) for the purposes of constructing, repairing, replacing and maintaining a catchment wall and other modifications associated therewith, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statutes of the State of Washington.

Tax Parcel Number 712930-1750
Project Parcel 7

CATCHMENT WALL EASEMENT

The Grantor reserves the right to use the Easement area for purposes that will not unreasonably interfere with the Grantee's full enjoyment of the rights granted by this Easement. Neither the Grantor nor their successors and assigns may erect or construct any building or structure, or excavate, within the Easement area without the prior written consent of the Seattle Department of Transportation ("SDOT"). Further, planting trees or any other vegetation, except for grass, shall not be allowed within the Easement area. Grantor will submit a proposed work plan to SDOT at least 120 days before any work is commenced in the Easement area. As used in this Easement, "building or structure" means anything constructed or erected on the ground or any improvement built up or composed of parts joined together in some definite manner and affixed to the ground, including fences, walls and signs.

To the extent allowed by law, Grantor(s), their successors and assigns agree to indemnify Grantee from and against any and all claims, demands, suits, damages, loss or liability of any kind arising out of, or resulting from, erosion and/or landslides. The foregoing indemnity shall run with the land and bind Grantor(s) successors and assigns.

Said lands being situated in King County, State of Washington, and described as follows:

See Exhibit A attached hereto and made a part hereof.

Grantors:

By 

LINCOLN A. LOUIE

Date: May 14, 2018

By 

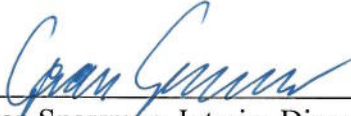
ANN MARIE D. LOUIE

Date: 5/14, 2018

Tax Parcel Number 712930-1750
Project Parcel 7

CATCHMENT WALL EASEMENT

Approved and Accepted By:
CITY OF SEATTLE

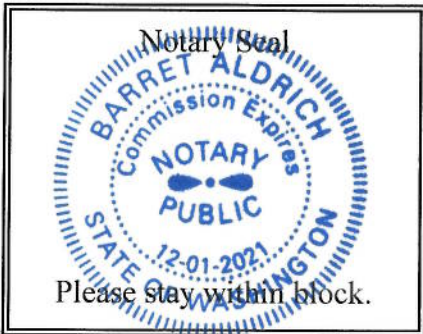
By: 
Goran Sparrman, Interim Director
Seattle Department of Transportation


Date: 5/30, 2018

STATE OF WASHINGTON)
 : §
County of King)

On this 30 day of May, 2018, before me personally appeared GORAN SPARRMAN, to me known to be the Interim Director of the Seattle Department of Transportation of the City of Seattle, a Washington Municipal Corporation, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.




Notary (print name) Barret Aldrich
Notary Public in and for the State of Washington,
residing at Kenmore WA
My Appointment expires 12-1-21

Tax Parcel Number 712930-1750
Project Parcel 7

CATCHMENT WALL EASEMENT

EXHIBIT A PERMANENT EASEMENT DESCRIPTION FOR LOTS 3 THROUGH 5, BLOCK 35 RAINIER BEACH

THAT PORTION OF LOTS 3 THROUGH 5 BLOCK 35, OF RAINIER BEACH, AS RECORDED IN VOLUME 8 OF PLATS, PAGE 11, RECORDS OF KING COUNTY, WASHINGTON, SITUATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY MARGIN OF RAINIER AVENUE SOUTH AND THE SOUTHERLY MARGIN OF SOUTH PERRY STREET ALSO KNOWN AS THE NORTHWESTERLY CORNER OF LOT 1, OF SAID BLOCK 35, TOGETHER WITH THAT PORTION OF SOUTH PERRY STREET AS VACATED BY COUNTY COMMISSION UNDER VOLUME 14-247 AND WHICH ATTACHED BY OPERATION OF LAW; THENCE ALONG SAID SOUTHERLY MARGIN OF RAINIER AVENUE SOUTH, S 40° 18' 47" E A DISTANCE OF 108.00 FEET TO THE NORTHWESTERLY PROPERTY CORNER OF LOT 3 AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN S 40° 18' 47" E A DISTANCE OF 150.00 FEET TO THE SOUTHEASTERLY PROPERTY LINE OF LOT 5; THENCE ALONG SAID PROPERTY LINE S 49° 42' 00" W 5.00 FEET; THENCE LEAVING SAID PROPERTY LINE N 40° 18' 47" W 150.00 FEET TO THE NORTHWESTERLY PROPERTY LINE OF LOT 3; THENCE ALONG SAID PROPERTY LINE N 49° 42' 00" E A DISTANCE OF 5.00 FEET TO THE **POINT OF BEGINNING**.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

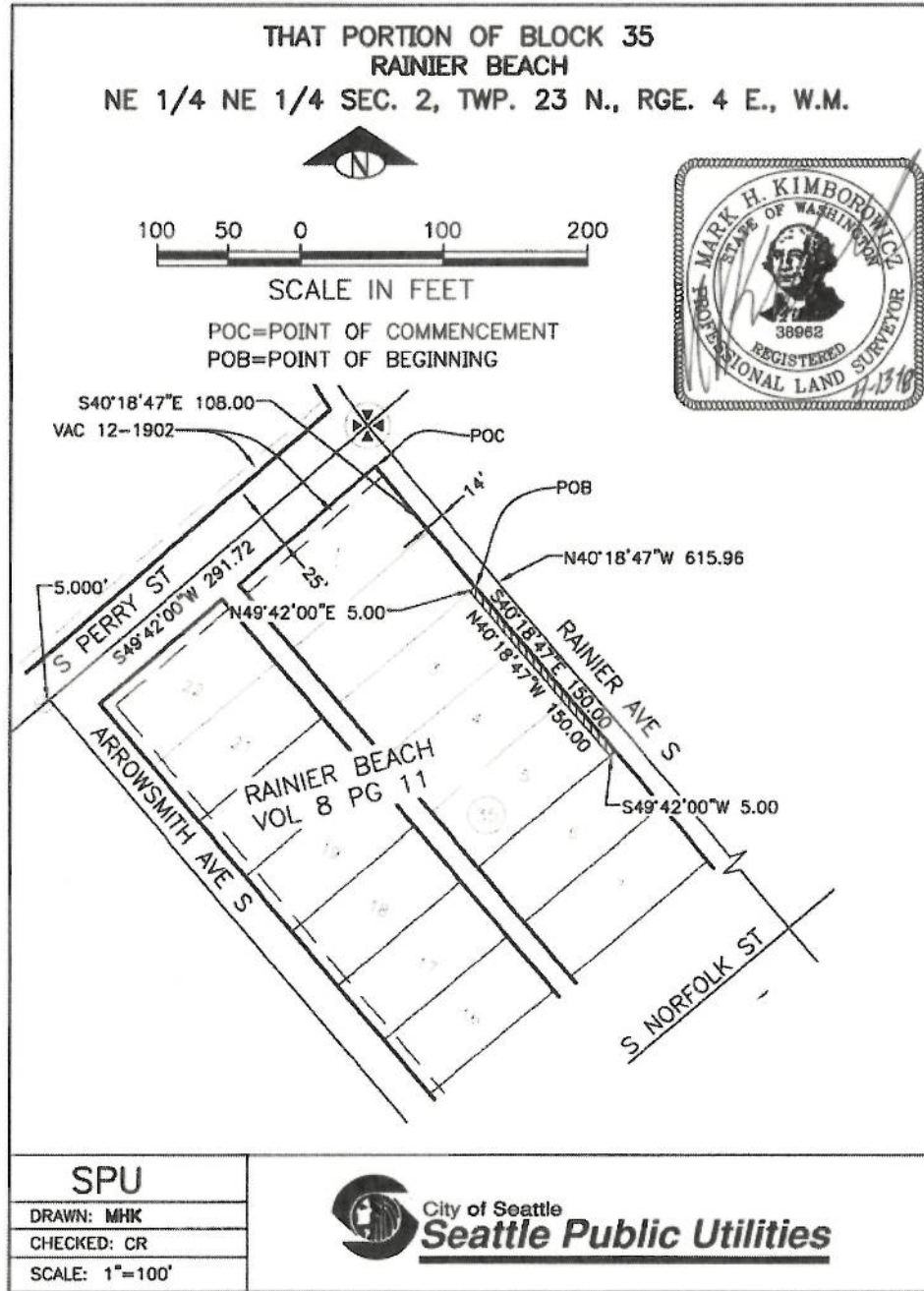
CONTAINING 750 SQ. FT., MORE OR LESS



Tax Parcel Number 712930-1750
Project Parcel 7

EXHIBIT B

CATCHMENT WALL EASEMENT



Tax Parcel Number 712930-1750

Project Parcel 7



20190404000486

EASEMENT Rec: \$105.00
4/4/2019 12:37 PM
KING COUNTY, WA

After recording return document to:

City of Seattle
Department of Transportation
700 5th Avenue – Suite 3800
PO Box 34996
Seattle, WA 98124-4966
Attn: Barret Aldrich

EXCISE TAX NOT REQUIRED
King Co. Records Division
By Amber Lee Deputy

Document Title: Catchment Wall Easement
Reference Number of Related Document: N/A
Grantor(s): Robert Miller and Ana Miller
Grantee: City of Seattle
Abbreviated Legal Description: Ptn of STURTEVANTS LAKE FRONT TRS 12 & POR 11 ELY OF LN RNNG FR PT 9.44 FT NWLY OF NE COR TO PT 11.63 FT NWLY OF SE COR LESS ST, Block: 3, Lot: 11-12, King County, WA
Additional Legal Description is on Page(s) 5 of Document.
Assessor's Tax Parcel Number(s): 806900-0180

CATCHMENT WALL EASEMENT

Project: Rainier Avenue South Hazard Mitigation

The Grantor(s), **ROBERT MILLER** and **ANA MILLER**, for and in consideration of mutual and offsetting benefits, other valuable consideration and the covenants and promises of the City hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, conveys and warrants unto the **CITY OF SEATTLE**, a municipal corporation of the State of Washington, and its assigns, an Easement over, under, across and upon the hereinafter described lands (“the Easement area”) for the purposes of constructing, repairing, replacing and maintaining a catchment wall and other modifications associated therewith, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statutes of the State of Washington.

Tax Parcel Number 806900-0180
Project Parcel 11

CATCHMENT WALL EASEMENT

The Grantor reserves the right to use the Easement area for purposes that will not unreasonably interfere with the Grantee's full enjoyment of the rights granted by this Easement. Neither the Grantor nor their successors and assigns may erect or construct any building or structure, or excavate, within the Easement area without the prior written consent of the Seattle Department of Transportation ("SDOT"). Further, planting trees or any other vegetation, except for grass, shall not be allowed within the Easement area. Grantor will submit a proposed work plan to SDOT at least 120 days before any work is commenced in the Easement area. As used in this Easement, "building or structure" means anything constructed or erected on the ground or any improvement built up or composed of parts joined together in some definite manner and affixed to the ground, including fences, walls and signs.

To the extent allowed by law, Grantor(s), their successors and assigns agree to indemnify Grantee from and against any and all claims, demands, suits, damages, loss or liability of any kind arising out of, or resulting from, erosion and/or landslides. The foregoing indemnity shall run with the land and bind Grantor(s) successors and assigns.

Said lands being situated in King County, State of Washington, and described as follows:

See Exhibit A attached hereto and made a part hereof.

Grantors: _____ Date: 07-27, 2018

By 
Robert Miller

By 
Ana Miller

Tax Parcel Number 806900-0180
Project Parcel 11

CATCHMENT WALL EASEMENT

EXHIBIT A

FOR PORTIONS OF LOTS 11-12 BLOCK 3

STURTEVANT'S RAINIER BEACH LAKE FRONT TRACTS

THAT PORTION OF LOT 12, AND THAT PORTION OF LOT 11, BLOCK 3, STURTEVANT'S RAINIER BEACH LAKE FRONT TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 102, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 11;
THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF LOT 11, 132.10 FEET TO THE NORTHEAST CORNER OF SAID LOT;
THENCE NORTH 70°37' WEST ALONG THE NORTHERLY LINE OF LOT 11, 9.44 FEET; THENCE SOUTHWESTERLY TO A POINT ON THE SOUTHERLY LINE OF LOT 11 WHICH IS 11.63 FEET WESTERLY (MEASURED ALONG THE SOUTHERLY LINE) FROM THE SOUTHEAST CORNER OF LOT 11; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF LOT 11, 11.63 FEET TO THE POINT OF BEGINNING; EXCEPT THAT PORTION THEREOF CONDEMNED FOR RAINIER AVENUE BY KING COUNTY SUPERIOR COURT CAUSE NUMBER 87583, ORDINANCE NUMBER 29364 OF THE CITY OF SEATTLE; DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID BLOCK 3, BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY MARGIN OF RAINIER AVENUE SOUTH AND THE EASTERLY RIGHT OF WAY MARGIN OF 75TH AVENUE SOUTH, PER KING COUNTY SUPERIOR COURT CAUSE NO. 87583, SAID POINT BEING THE BEGINNING OF A 303.88 FOOT NON TANGENT CURVE, CONCAVE TO SOUTHWEST, WHICH RADIUS POINT BEARS S 11° 21' 26" W; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, ALSO BEING THE SOUTHERLY RIGHT OF WAY MARGIN OF RAINIER AVENUE SOUTH, THROUGH A CENTRAL ANGLE OF 9° 12' 36" A DISTANCE OF 48.85 FEET; THENCE S 69° 25' 58" E 416.75 FEET TO THE BEGINNING OF A 591.27 FOOT RADIUS TANGENT CURVE CONCAVE TO SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 9° 36' 16" A DISTANCE OF 99.11 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2° 30' 00" A DISTANCE OF 25.80 FEET; THENCE LEAVING SAID RIGHT OF WAY MARGIN S 32° 40' 19" W 5.00 FEET, TO THE BEGINNING OF A 586.27 FOOT NON TANGENT CURVE CONCAVE TO SOUTHWEST WHICH RADIUS POINT BEARS S 32° 40' 19" W; THENCE NORTHWESTERLY ALONG THE ARC OF

Tax Parcel Number 806900-0180

Project Parcel 11

CATCHMENT WALL EASEMENT

SAID CURVE THROUGH A CENTRAL ANGLE OF 2° 28' 16" A DISTANCE OF 25.29 FEET; THENCE N 26° 47' 07" W 5.01 FEET TO THE **POINT OF BEGINNING.**

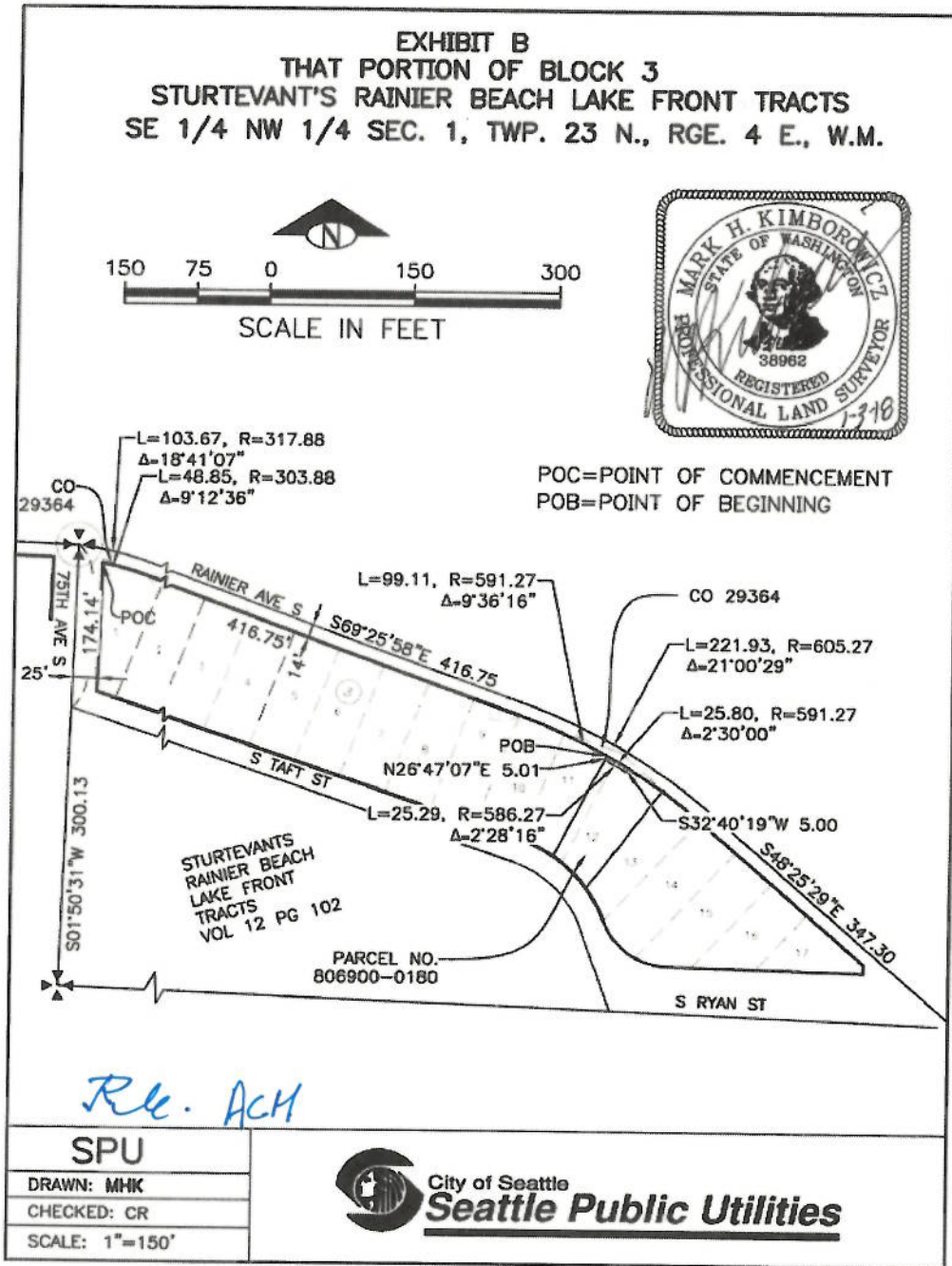
SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING,
STATE OF WASHINGTON.

CONTAINING 128 SQ. FT., MORE OR LESS



Tax Parcel Number 806900-0180
Project Parcel 11

CATCHMENT WALL EASEMENT



Tax Parcel Number 806900-0180

Project Parcel 11

After recording return document to:

City of Seattle
Department of Transportation
700 5th Avenue – Suite 3800
PO Box 34996
Seattle, WA 98124-4966
Attn: Barret Aldrich



20190404000483

EASEMENT Rec: \$104.00
4/4/2019 12:37 PM
KING COUNTY, WA

EXCISE TAX NOT REQUIRED
King Co. Records Division

By *Amber Lee* Deputy
Amber Lee

Document Title: Catchment Wall Easement
Reference Number of Related Document: N/A
Grantor(s): Ngoc Nguyen and My Chau Tran
Grantee: City of Seattle
Abbreviated Legal Description: Ptn of STURTEVANTS LAKE FRONT TRS 9 & WLY 15
FT OF 10 LESS ST, Block: 3 Lot: 9-10, King County, WA
Additional Legal Description is on Page(s) 5 of Document.
Assessor's Tax Parcel Number(s): 806900-0170

CATCHMENT WALL EASEMENT

Project: Rainier Avenue South Hazard Mitigation

The Grantor(s), **NGOC NGUYEN** and **MY CHAU TRAN**, for and in consideration of mutual and offsetting benefits, other valuable consideration and the covenants and promises of the City hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, conveys and warrants unto the **CITY OF SEATTLE**, a municipal corporation of the State of Washington, and its assigns, an Easement over, under, across and upon the hereinafter described lands (“the Easement area”) for the purposes of constructing, repairing, replacing and maintaining a catchment wall and other modifications associated therewith, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statutes of the State of Washington.

Tax Parcel Number 806900-0170
Project Parcel 9

CATCHMENT WALL EASEMENT

The Grantor reserves the right to use the Easement area for purposes that will not unreasonably interfere with the Grantee's full enjoyment of the rights granted by this Easement. Neither the Grantor nor their successors and assigns may erect or construct any building or structure, or excavate, within the Easement area without the prior written consent of the Seattle Department of Transportation ("SDOT"). Further, planting trees or any other vegetation, except for grass, shall not be allowed within the Easement area. Grantor will submit a proposed work plan to SDOT at least 120 days before any work is commenced in the Easement area. As used in this Easement, "building or structure" means anything constructed or erected on the ground or any improvement built up or composed of parts joined together in some definite manner and affixed to the ground, including fences, walls and signs.

To the extent allowed by law, Grantor(s), their successors and assigns agree to indemnify Grantee from and against any and all claims, demands, suits, damages, loss or liability of any kind arising out of, or resulting from, erosion and/or landslides. The foregoing indemnity shall run with the land and bind Grantor(s) successors and assigns.

Said lands being situated in King County, State of Washington, and described as follows:

See Exhibit A attached hereto and made a part hereof.

Grantors:

By: 
NGOC NGUYEN

By: 
MY CHAU TRAN

Date: 08/16/18, 2018

Tax Parcel Number 806900-0170
Project Parcel 9

CATCHMENT WALL EASEMENT

Approved and Accepted By:
CITY OF SEATTLE

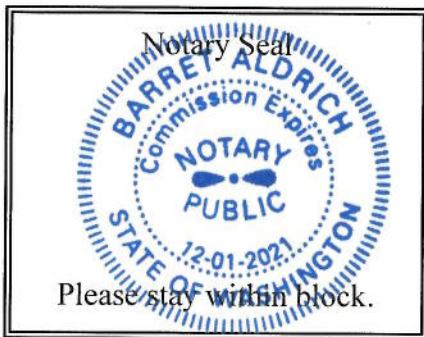
By: [Signature]
Linea Laird, Interim Director
Seattle Department of Transportation

Date: December 13, 2018

STATE OF WASHINGTON)
 : §
County of King)

On this 13 day of December, 2018, before me personally appeared LINEA LAIRD, to me known to be the Interim Director of the Seattle Department of Transportation of the City of Seattle, a Washington Municipal Corporation, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



[Signature]
Notary (print name) Barret Aldrich
Notary Public in and for the State of Washington,
residing at Vashon WA
My Appointment expires Dec. 1, 2021

Tax Parcel Number 806900-0170
Project Parcel 9

CATCHMENT WALL EASEMENT

EXHIBIT A

FOR PORTIONS OF LOT 9-10 BLOCK 3

STURTEVANT'S RAINIER BEACH LAKE FRONT TRACTS

THAT PORTION OF LOT 9, AND THE WESTERLY 15 FEET OF LOT 10 IN BLOCK 3 OF STURTEVANT'S RAINIER BEACH LAKE FRONT TRACTS, AS PER PLAT RECORDED IN VOLUME 12 OF PLATS, PAGE 102, RECORDS OF KING COUNTY AUDITOR; EXCEPT THAT PORTION THEREOF CONDEMNED FOR RAINIER AVENUE BY KING COUNTY SUPERIOR COURT CAUSE NUMBER 87583, ORDINANCE NUMBER 29364 OF THE CITY OF SEATTLE; DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID BLOCK 3, BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY MARGIN OF RAINIER AVENUE SOUTH AND THE EASTERLY RIGHT OF WAY MARGIN OF 75TH AVENUE SOUTH, PER KING COUNTY SUPERIOR COURT CAUSE NO. 87583, SAID POINT BEING THE BEGINNING OF A 303.88 FOOT NON TANGENT CURVE CONCAVE TO SOUTHWEST WHICH RADIUS POINT BEARS S 11° 21' 26" W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING THE SOUTHERLY RIGHT OF WAY MARGIN OF RAINIER AVENUE SOUTH, THROUGH A CENTRAL ANGLE OF 9° 12' 36" A DISTANCE OF 48.85 FEET; THENCE S 69° 25' 58" E 409.85 FEET TO THE **POINT OF BEGINNING**; THENCE S 69° 25' 58" E 6.90 FEET TO THE BEGINNING OF A 591.27 FOOT RADIUS TANGENT CURVE CONCAVE TO SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 1° 20' 15" A DISTANCE OF 13.80 FEET; THENCE LEAVING SAID RIGHT OF WAY MARGIN S 20° 34' 02" W 5.00 FEET TO THE BEGINNING OF A 586.27 FOOT NON TANGENT CURVE CONCAVE TO SOUTHWEST WHICH RADIUS POINT BEARS S 21° 54' 58" W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1° 20' 56" A DISTANCE OF 13.80 FEET; THENCE N 69° 25' 58" W 6.90 FEET; THENCE N 20° 34' 02" E 5.00 FEET TO THE **POINT OF BEGINNING**.

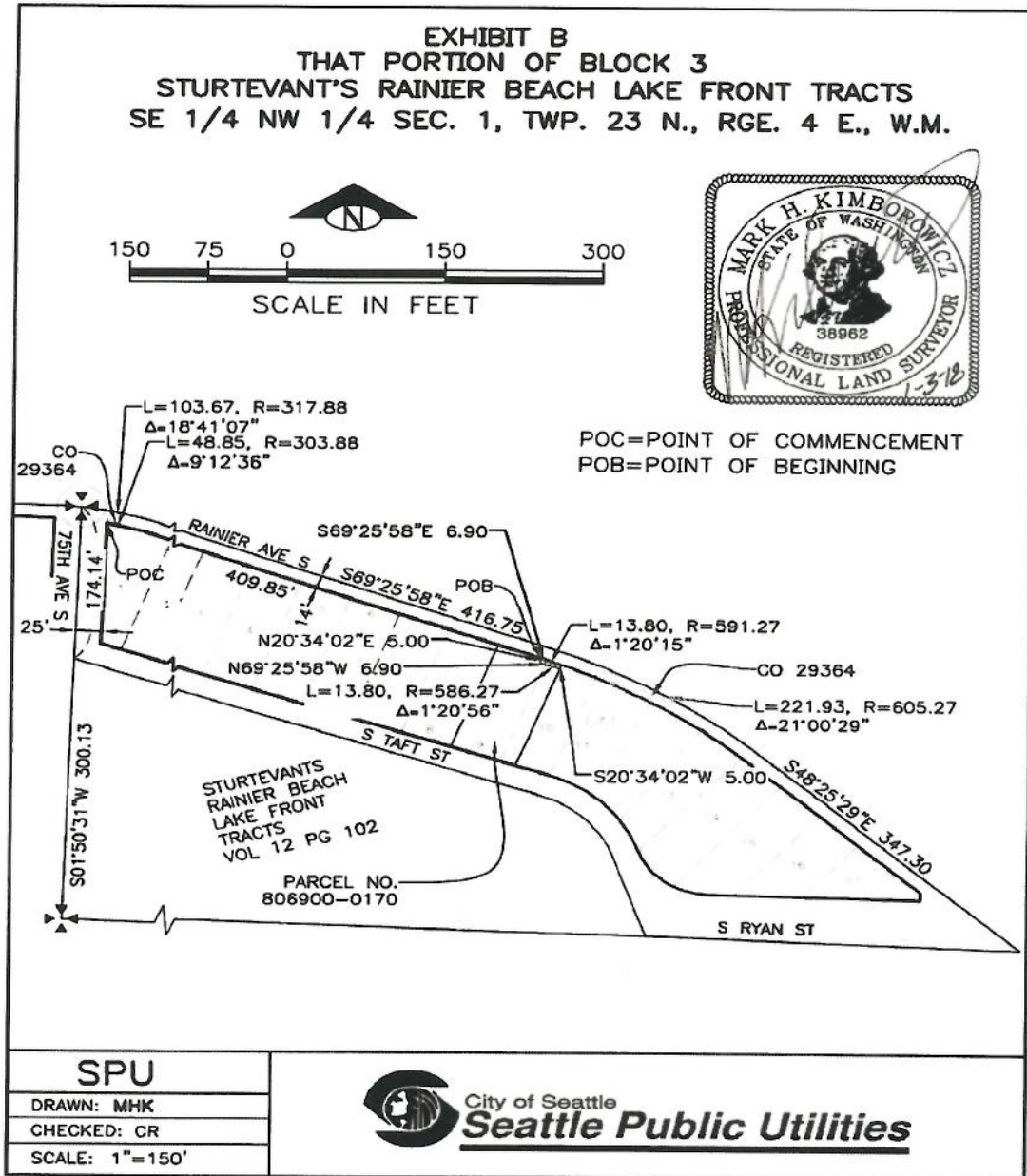
SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 104 SQ. FT., MORE OR LESS



Tax Parcel Number 806900-0170
Project Parcel 9

CATCHMENT WALL EASEMENT



Tax Parcel Number 806900-0170

Project Parcel 9

After recording return document to:

City of Seattle
Department of Transportation
700 5th Avenue – Suite 3800
PO Box 34996
Seattle, WA 98124-4966
Attn: Barret Aldrich



20190404000490

EASEMENT Rec: \$104.00
4/4/2019 12:37 PM
KING COUNTY, WA

EXCISE TAX NOT REQUIRED
King Co. Records Division

By *Amber Lee* Deputy

Amber Lee

Document Title: Catchment Wall Easement
Reference Number of Related Document: N/A
Grantor(s): F.D. STAATS, THE TRUSTEE OF THE F.D. STAATS FAMILY TRUST
Grantee: City of Seattle

Abbreviated Legal Description: Ptn of LOTS 6 & 7 OF BLK 35, RAINIER BEACH, AS PER PLAT REC IN VOL 8, PG 11, King County, WA

Additional Legal Description is on Page(s) 5 of Document.

Assessor's Tax Parcel Number(s): 712930-1765

CATCHMENT WALL EASEMENT

Project: Rainier Avenue South Hazard Mitigation

The Grantor(s), **F.D. STAATS, THE TRUSTEE OF THE F.D. STAATS FAMILY TRUST**, for and in consideration of mutual and offsetting benefits, other valuable consideration and the covenants and promises of the City hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, conveys and warrants unto the **CITY OF SEATTLE**, a municipal corporation of the State of Washington, and its assigns, an Easement over, under, across and upon the hereinafter described lands (“the Easement area”) for the purposes of constructing, repairing, replacing and maintaining a catchment wall and other modifications associated therewith, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statutes of the State of Washington.

Tax Parcel Number 712930-1765

Project Parcel 8

CATCHMENT WALL EASEMENT

The Grantor reserves the right to use the Easement area for purposes that will not unreasonably interfere with the Grantee's full enjoyment of the rights granted by this Easement. Neither the Grantor nor their successors and assigns may erect or construct any building or structure, or excavate, within the Easement area without the prior written consent of the Seattle Department of Transportation ("SDOT"). Further, planting trees or any other vegetation, except for grass, shall not be allowed within the Easement area. Grantor will submit a proposed work plan to SDOT at least 120 days before any work is commenced in the Easement area. As used in this Easement, "building or structure" means anything constructed or erected on the ground or any improvement built up or composed of parts joined together in some definite manner and affixed to the ground, including fences, walls and signs.

To the extent allowed by law, Grantor(s), their successors and assigns agree to indemnify Grantee from and against any and all claims, demands, suits, damages, loss or liability of any kind arising out of, or resulting from, erosion and/or landslides. The foregoing indemnity shall run with the land and bind Grantor(s) successors and assigns.

Said lands being situated in King County, State of Washington, and described as follows:

See Exhibit A attached hereto and made a part hereof.

Grantors:

By K P Staats
Kim Patrick Staats
THE TRUSTEE OF THE F.D. STAATS FAMILY TRUST

Date: 5/16 , 2018

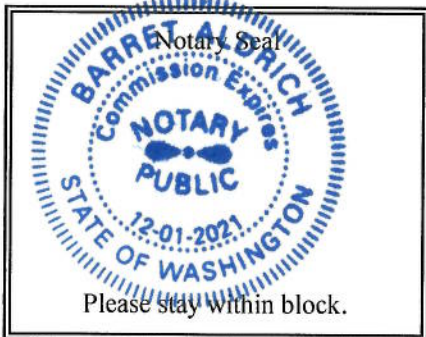
Tax Parcel Number 712930-1765
Project Parcel 8

CATCHMENT WALL EASEMENT

STATE OF WASHINGTON)
 : §
County of King)

On this 16th day of May, 2018, before me personally appeared KIM PATRICK STAATS, known to be the Trustee of THE FD STAATS FAMILY TRUST, as the individual described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.




Barret Aldrich
Notary (print name) Barret Aldrich
Notary Public in and for the State of Washington,
residing at Kenmore WA
My Appointment expires 12-1-21

Tax Parcel Number 712930-1765
Project Parcel 8

CATCHMENT WALL EASEMENT

Approved and Accepted By:
CITY OF SEATTLE

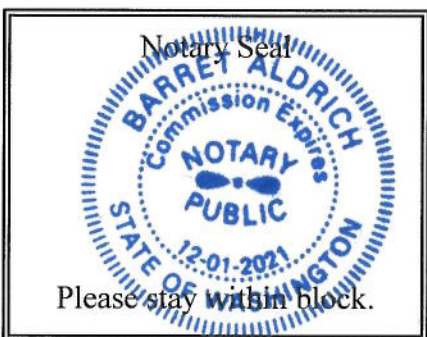
By: 
Goran Sparrman, Interim Director
Seattle Department of Transportation


Date: 5/30, 2018

STATE OF WASHINGTON)
 : §
County of King)

On this 30 day of May, 2018, before me personally appeared GORAN SPARRMAN, to me known to be the Interim Director of the Seattle Department of Transportation of the City of Seattle, a Washington Municipal Corporation, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.




Notary (print name) Barrett Aldrich
Notary Public in and for the State of Washington,
residing at Kenmore WA
My Appointment expires 12-1-21

Tax Parcel Number 712930-1765
Project Parcel 8

CATCHMENT WALL EASEMENT

EXHIBIT A

PERMANENT EASEMENT DESCRIPTION

FOR LOTS 6 AND 7, BLOCK 35

RAINIER BEACH

THAT PORTION OF LOTS 6 AND 7 BLOCK 35, OF RAINIER BEACH, AS RECORDED IN VOLUME 8 OF PLATS, PAGE 11, RECORDS OF KING COUNTY, WASHINGTON, SITUATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY MARGIN OF RAINIER AVENUE SOUTH AND SOUTHERLY MARGIN OF SOUTH PERRY STREET, ALSO KNOWN AS THE NORTHWESTERLY CORNER OF LOT 1, OF SAID BLOCK 35, TOGETHER WITH THAT PORTION OF SOUTH PERRY STREET AS VACATED BY COUNTY COMMISSION UNDER VOLUME 14-247 AND WHICH ATTACHED BY OPERATION OF LAW; THENCE ALONG SAID MARGIN OF RAINIER AVENUE SOUTH, S 40° 18' 47" E A DISTANCE OF 258.00 FEET TO THE NORTHWESTERLY PROPERTY CORNER OF LOT 6 AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN S 40° 18' 47" E A DISTANCE OF 79.40 FEET;
THENCE LEAVING SAID RIGHT OF WAY MARGIN S 49° 42' 00" W 5.00 FEET;
THENCE N 40° 18' 47" W 79.40 FEET TO THE NORTHWESTERLY PROPERTY LINE OF LOT 6; THENCE ALONG SAID PROPERTY LINE N 49° 42' 00" E A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 396 SQ. FT., MORE OR LESS

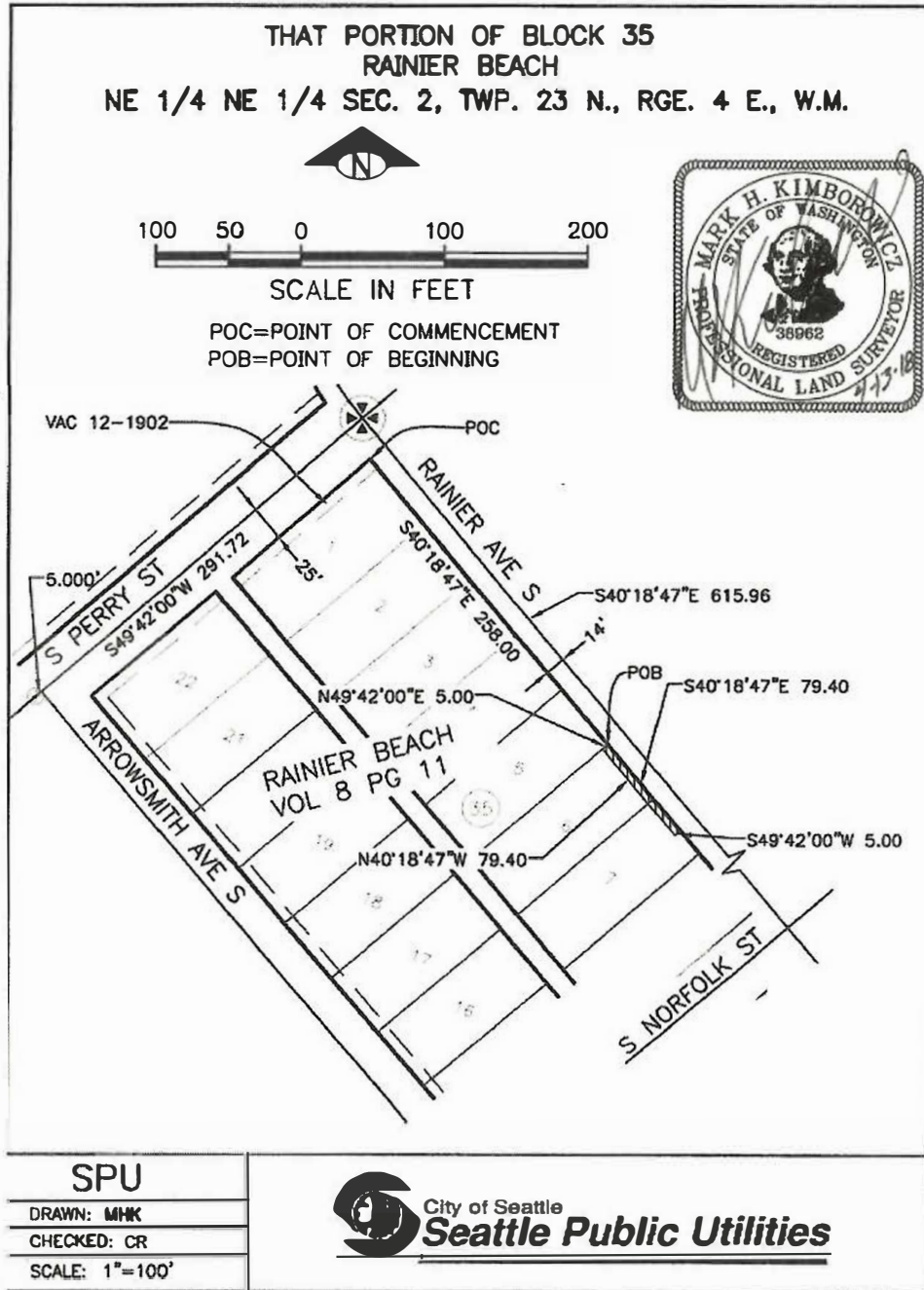


Tax Parcel Number 712930-1765

Project Parcel 8

EXHIBIT B

CATCHMENT WALL EASEMENT



Tax Parcel Number 712930-1765
Project Parcel 8

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Department of Transportation	Gretchen Haydel/206 233-5140	Christie Parker/206 684-5211

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to the Department of Transportation’s Hazard Mitigation Program; authorizing the Director of the Department of Transportation to acquire, accept, and record on behalf of the City of Seattle, 11 catchment wall easements (From Daniel Bayeh, located in a portion of Lots 10 and 11, Block 3, Sturtevant’s Rainier Beach Lake Front Tracts; a catchment wall easement from Blue Bird Rentals, LLC, a Washington limited liability company, located in a portion of Lots 14 through 17, Block 46, Rainier Beach; a catchment wall easement from Margaret Brown, located in a portion of Lots 17 and 18, Block 46, Rainier Beach; a catchment wall easement from Dan J. Del Duca and Mary F. Del Duca, located in a portion of Lots 1 and 2, Block 35, Rainier Beach; a catchment wall easement from Paul J. Farrington and Ronald F. Minter, located in Lots 5 and 6, Block 2, Mayes' Addition to the City of Seattle; a catchment wall easement from Mark Duane Lewis, located in a portion of Lots 2 and 3, Block 2, Mayes' Addition to the City of Seattle; a catchment wall easement from Gene Louie and Lena T. Louie, located in a portion of Lots 3 through 5, Block 2, Mayes' Addition to the City of Seattle; a catchment wall easement from Lincoln A. Louie and Ann Marie D. Louie, located in a portion of Lots 3 through 5, Block 35, Rainier Beach; a catchment wall easement from Robert Miller and Ana Miller, located in a portion of Lots 11 and 12, Block 3, Sturtevant’s Rainier Beach Lake Front Tracts; a catchment wall easement from Ngoc Nguyen and My Chau Tran, located in a portion of Lots 9 and 10, Block 3, Sturtevant’s Rainier Beach Lake Front Tracts; a catchment wall easement from F. D. Staats, the Trustee of the F. D. Staats Family Trust, located in a portion of Lots 6 and 7, Block 35, Rainier Beach), for the purpose of protecting the adjacent roadway of superficial surface erosion of the adjacent slopes along a portion of Rainier Avenue South; placing the real property rights under the jurisdiction of the Seattle Department of Transportation; and ratifying and confirming certain prior acts.

Summary and background of the Legislation:

This legislation authorizes the acquisition, acceptance, and recording of eleven catchment wall easements to the City of Seattle by various property owners in connection with the landslide mitigation work planned between South Fletcher Street and the South City Limits near South Ryan Street along Rainier Avenue South (the “Rainier Corridor”) under the Hazard Mitigation Program - Landslide Mitigation Project.

In 1998, the City closed 1,000 linear feet of sidewalk in response to public safety concerns along a portion of the Rainer Corridor, and in 2000 a geotechnical survey was conducted which identified the steep slopes in the area as a moderate to high risk hazard.

On the evening of April 7, 2013, a segment of Rainier Avenue South was closed between 57th Avenue South and Cornell Avenue South as a result of a landslide that blocked a portion of the street. In response, Ordinance 124374 was subsequently passed to acquire, accept, and record an easement to construct and maintain a retaining wall in the area. Permanent measures were then taken to stabilize this slope area above Rainier Avenue South.

In early 2016, SDOT completed the installation of 60' segment of catchment wall. In the Fall of 2016, SDOT crews cleared and recovered some sidewalks along the Rainier Corridor so that the sidewalk could be used by pedestrians.

In February of 2017, after 4 days of rain and snow, 6 landslides closed a 3 1/2 mile stretch of Rainier Avenue South. Five of the landslides were small while one was significant.

According to City records, there have been many more landslides over the years along the Rainier Corridor indicating that there is a high probability of reoccurrence. The reoccurring land slide activity and investigations demonstrate that more permanent measures are necessary to reduce the risk of future landslide activity.

Due to the limited amount of funding previously available for the Seattle Department of Transportation ("SDOT") to address the potential landslide vulnerabilities that exist along the Rainier Corridor, the project team prioritized the problem areas into segments and smaller projects were implemented. The project team has since conducted a final site evaluation which identified 5 areas proposed for new catchment walls or gravity wall construction. SDOT's Hazard Mitigation Program-Landslide Mitigation Projects recently received funding and is now able to make additional improvements in the area.

Eleven catchment wall easements are required to complete construction of the catchment and gravity walls to minimize surface debris from sliding into the street right-of-way in these 5 areas along Rainier Avenue South. Completion of this project work will immediately reduce landslide hazards, reduce annual maintenance cost, protect the roadway for bicycle and vehicular use, and protect the sidewalks for pedestrian use.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? Yes No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? Yes No

4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?
No.

b. Is a public hearing required for this legislation?

No.

c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?

No.

d. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No.

e. Does this legislation affect a piece of property?

Yes, private property owners are granting easements to the City to complete and maintain the Project. A map of the properties is attached to this document.

f. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

There are no known impacts to vulnerable or historically disadvantaged communities.

g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).

This legislation does not include a new initiative or a major programmatic expansion.

List attachments/exhibits below:

Summary Exhibit 1 – Vicinity Map

Summary Ex 1 - Vicinity Map



Soldier Pile Wall and Ecology Block Wall Area 1

Soldier Pile Wall Area 2

Soldier Pile Wall and Ecology Block Wall Area 3

Ecology Block Wall Area 4

Soldier Pile Wall Area 5

Sidewalk maintenance work



Soldier Pile Wall



Ecology Block Wall





Legislation Text

File #: CB 119741, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the Central Puget Sound Regional Transit Authority (“Sound Transit”); authorizing execution of a Funding and Cooperative Agreement for Northgate Station Area Access Improvements between Sound Transit and The City of Seattle; and ratifying and confirming certain prior acts.

WHEREAS, the Northgate Link Light Rail Extension with station stops at University District, Roosevelt, and Northgate is a Central Puget Sound Regional Transit Authority (“Sound Transit”) project approved by regional voters in 2008; and

WHEREAS, the Northgate neighborhood is a designated regional residential and employment center with an existing transit center that currently serves over 6,000 bus passengers a day, and where the light rail station is expected to serve over 15,000 passengers per day, and The City of Seattle (“City”) has long envisioned a station area that integrates safe and efficient pedestrian, bicycle, and bus connections amidst transit oriented development to serve a growing residential population along with abundant employment and educational opportunities; and

WHEREAS, in 2012, by its Motion M2012-42, the Sound Transit Board authorized a Northgate access improvement study to identify potential pedestrian and bicycle access improvements to enhance access to the current Northgate Transit Center and the future Northgate Station inter-modal transit facility as part of the Northgate Link Extension; and

WHEREAS, Motion M2012-42 also stated that Sound Transit’s funding contribution for proposed Northgate pedestrian and bicycle access improvements would match City funding up to \$10 million (\$5 million for

a proposed pedestrian and bicycle bridge over Interstate 5, and up to \$5 million for other proposed pedestrian and bicycle improvements) with full funding partnership agreements in place to complete the improvements by 2021; and

WHEREAS, the Seattle City Council in Resolution 31389, adopted on June 25, 2012, expressed its intent to match Sound Transit’s funding by committing \$5 million for the proposed pedestrian and bicycle bridge and \$5 million for other pedestrian and bicycle improvements; and

WHEREAS, with the passage of Seattle Proposition 1 in November 2015, the City has secured the monies for the pedestrian and bicycle bridge and intends to commit the remainder of the matching funds to the projects identified on “Exhibit B” of Attachment A to this ordinance; and

WHEREAS, the Northgate Pedestrian and Bicycle Bridge will soon be under construction and, along with all the other projects listed in the attached proposed Funding and Cooperative Agreement, is on schedule to be completed by Sound Transit’s scheduled opening of the Northgate Extension in the fall of 2021;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Director of Transportation and recommended by the Mayor, the Director of Transportation or the Director’s designee is authorized to execute, for and on behalf of The City of Seattle, the “Funding and Cooperative Agreement Between the Central Puget Sound Regional Transit Agency and The City of Seattle for the Northgate Station Area Access Improvements GA 0101-17,” substantially in the form of Attachment A to this ordinance, providing for Sound Transit reimbursement up to \$10 million to the City for Northgate Access Projects as spelled out within the agreement, defining dispute resolution procedures and allocating responsibilities among the parties for right-of-way acquisition, construction access, asset ownership and maintenance, and other terms as stated in Attachment A.

Section 2. Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

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

Passed by the City Council the _____ day of _____, 2020, and signed by me in open session in authentication of its passage this _____ day of _____, 2020.

President _____ of the City Council

Approved by me this _____ day of _____, 2020.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2020.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment A - Funding and Cooperative Agreement Between the Central Puget Sound Regional Transit Authority and The City of Seattle for the Northgate Station Area Access Improvements GA-0101-17

FUNDING AND COOPERATIVE AGREEMENT
BETWEEN
THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY
AND
THE CITY OF SEATTLE
FOR
THE NORTHGATE STATION AREA ACCESS IMPROVEMENTS
GA 0101-17

This funding and cooperative agreement (“**Agreement**”) is between the Central Puget Sound Regional Transit Authority, a regional transit authority organized under RCW 81.112 (“**Sound Transit**”) and the City of Seattle, a Washington municipal corporation (“**City**”).

RECITALS

- A. The Northgate Link Extension is a voter-approved project of Sound Transit to extend light rail to the Northgate region of the City, with station stops at University District, Roosevelt, and Northgate.
- B. The Northgate area is one of the Puget Sound region’s major residential and employment centers. The existing Northgate transit center currently serves over 6,000 passengers a day, and the future light rail station is expected to serve over 15,000 passengers per day. The Parties anticipate integrated access modes serving Northgate Station will include the Link light rail system, a safe and inviting pedestrian environment, protected bicycle lanes, King County Metro and Sound Transit bus service, transit oriented development, passenger drop off/pick up, and park-and-ride facilities.
- C. The City and Sound Transit have been working together to coordinate strategies for ensuring that transit riders will be able to access the Northgate Station by multiple modes and intend to work cooperatively as the project proceeds, including coordinating construction activities to ensure that City-built access improvements can be built without impacting the schedule for the Northgate Link Extension project.
- D. In 2012, by its Motion M2012-42, the Sound Transit Board authorized a Northgate access improvement study to identify potential pedestrian and bicycle access

improvements to enhance access to the current Northgate Transit Center and the future Northgate Station inter-modal transit facility as part of the Northgate Link Extension.

E. Motion M2012-42 also stated that Sound Transit’s funding contribution for proposed Northgate pedestrian and bicycle access improvements would be capped at \$10 million, which includes credits for current project commitments as included in the baselined Northgate Link Extension Project budget. In addition, Motion M2012-42 stated that before Sound Transit money will be authorized towards the improvements, the City of Seattle must match Sound Transit’s funding contribution, which includes cash contributions and credit for work performed, must complete appropriate environmental review for the proposed pedestrian and bicycle access improvements, and must have full funding partnership agreements in place to complete the improvements by 2021. Up to \$5 million of Sound Transit’s funding contribution is designated for the proposed pedestrian and bicycle bridge (the “Bridge”) over Interstate 5, and up to \$5 million is designated for other proposed pedestrian and bicycle improvements in the Northgate Station area. In 2015, by its Motion M2015-26, the Sound Transit Board authorized an extension of its funding commitment.

F. The City’s matching funding commitment is contained in Resolution 31389, adopted by the Seattle City Council on June 25, 2012.

G. With the passage of Seattle Proposition 1 in November 2015, the City has secured the monies for the Bridge and intends to commit the remainder of the matching funds to the projects identified below. See full funding letter attached as “Exhibit C.”

H. The City evaluated the environmental impacts of the Bridge and the 1st Ave NE protected bike lane and multi-use path from NE 92nd Street to NE Northgate Way (“1st Ave NE Bike Facility”) under the State Environmental Policy Act (SEPA) in a SEPA Checklist and issued a Mitigated Determination of Non-Significance (MDNS) on April 2, 2018. On September 4, 2018, the Federal Highway Administration issued a documented categorical exclusion under the National Environmental Policy Act.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree to the following:

AGREEMENT

- 1. Purpose.** The purpose of this Agreement is to set forth the roles and responsibilities of the Parties in designing, constructing, and funding certain pedestrian and bicycle access improvements in the vicinity of the future Northgate Link light rail station according to an agreed-upon timeframe.

- 2. Cooperation of the Parties.** The provisions contained in this Agreement depend upon timely and open communication and cooperation between the Parties. In this regard, communication of issues, changes, or problems that arise should occur as early as possible in the process, and not wait for explicit due dates or deadlines. The Parties will work cooperatively and in good faith toward resolution of issues in a manner that ensures adequate time for each Party to consider and address the issues. This Agreement contemplates the execution and delivery of a number of future documents, instruments, and permits, the final form and contents of which are not presently determined. The Parties will provide the necessary resources and work in good faith to develop in a diligent and timely manner the final form and content of such documents, instruments, and permits.

- 3. Description and Location of Access Improvements.** Following the completion of an access improvement study authorized by Sound Transit Board Motion M2012-42, Sound Transit and the City have identified certain bicycle and pedestrian connectivity improvements within the Northgate Station Area. The approximate location and design concept of the Bridge is shown on the attached “Exhibit A.” The improvements tentatively identified on the attached “Exhibit B” include the Bridge as well as bicycle and pedestrian improvements in the vicinity of Northgate Station (the “Other Non-Motorized Access Improvements”). Collectively, the Bridge and the Other Non-Motorized Access Improvements are referred to herein as the “Northgate Access Projects.”

4. Project Management and Construction

4.1. The Projects. The City will design and construct the Northgate Access Projects as identified in **Exhibit B**, including without limitation environmental review and mitigation, hazardous waste removal or mitigation, coordination of all required approvals and permits, acquisition of right-of-way, air rights and other property rights, community involvement and construction management, except as provided in Section 5.2 regarding Sound Transit’s design and construction to accommodate the Bridge and the 1st Ave NE Bike Facility. Notwithstanding the foregoing or anything to the contrary herein, the City’s obligation to complete design and construction of the Northgate Access Projects is subject to the City’s budget process and City Council approval of funding for construction of such projects.

4.2. Environmental Review. The City is the “Lead Agency” for purposes of the Northgate Access Projects’ compliance with the State Environmental Policy Act (SEPA), Ch. 43.21C RCW. The City shall complete the required environmental documentation for SEPA and the National Environmental Policy Act (NEPA), design and obtain the necessary permits to construct the Bridge and the Other Non-Motorized Access Improvements.

4.2.1. Sound Transit will cooperate with the City to complete the environmental documentation and secure the required permits but shall not be required to incur out of pocket (non-staff time) costs in connection with its efforts without the City providing reimbursement/credit consistent with Section 5.1.

4.3. Design Review

4.3.1. The City will host regular design coordination meetings with representatives from Sound Transit and King County to review the design of the Northgate Access Projects. Sound Transit’s review, approval, inspection, participation, attendance at meetings, or other involvement in the design of the Northgate Access Projects does not make Sound Transit responsible or liable for design of any Northgate Access Projects or for

construction of the City-constructed portions of the Northgate Access Projects, nor relieve the City of responsibility therefor.

4.3.2. The City will provide Sound Transit with the opportunity to provide design review, approval, and coordination during construction to ensure that the Northgate Access Projects to which Sound Transit has contributed funding are consistent with the scope of work as shown in **Exhibits A and B**; to ensure the Northgate Access Projects do not interfere with Sound Transit’s construction of the Northgate Station and Northgate Link Extension, and to identify design issues impacting Northgate Station operations. Sound Transit will review and provide written comments on design documents at 30-, 60- and 90- percent completion, within 14 calendar days of receipt by Sound Transit, or as otherwise agreed upon by the Designated Representatives designated in Section 13.4. If Sound Transit submits reasonable written objections or comments within the time frame identified above to prevent delays to Sound Transit’s construction of the Northgate Station and Northgate Link Extension and/or to prevent interference with Sound Transit’s operation and maintenance of light rail, the City will cause its designer to make changes to the drawings or specifications consistent with Sound Transit’s construction schedule and operations and maintenance requirements. The City will address and respond to every written comment submitted by Sound Transit.

4.3.3. All of the Northgate Access Projects must meet current Americans with Disabilities Act (ADA) standards, and such standards are to be maintained at the expense of the City through the life of the Projects.

5. Sound Transit’s Financial Participation-Capital Expenditures

5.1. Maximum Funding Contribution to the Project. Sound Transit will contribute up to \$10 million to the City for the Northgate Access Projects. Notwithstanding any cost overruns, Sound Transit will not be obligated beyond its maximum funding contribution. Sound Transit’s contribution will be as follows:

5.1.1. Sound Transit will match the City’s investment for the design and/or construction of the Other Non-Motorized Access Improvements, including the 1st Ave NE Bike Facility, up to \$5 million. Sound Transit funds may be applied to the 1st Ave NE Bike Facility or Other Non-Motorized Access Improvements; provided that Sound Transit’s funds may only be applied to a project which has completed any applicable environmental review process. The City may use funding contributions to any Other Non-Motorized Access Improvements that are completed in or before 2021 as City matching funds.

5.1.2. Sound Transit will match the City’s investment for the design and construction of the Bridge up to \$5 million.

5.2. Credits for Sound Transit Design and Construction Costs. Sound Transit has incurred and will continue to incur costs to design and construct its facilities to accommodate the Bridge and the 1st Ave NE Bike Facility. Sound Transit has designed the Northgate Station mezzanine level to accommodate a future bridge connection to the elevated station structure. The current design of the Station has been modified to ensure that the placement of columns for the elevated guideway will not preclude the development of the 1st Ave NE Bike Facility or connection to the Bridge.

5.2.1. For Sound Transit’s design, construction, and related administrative costs in excess of \$1 million incurred to accommodate the Northgate Access Projects, Sound Transit may deduct the amount of such costs, not to exceed \$2.7 million in total, from its funding contributions. Of the not to exceed \$2.7 million, Sound Transit may not credit any more than \$0.7 million toward the Bridge nor any more than \$2 million toward the 1st Ave NE Bike Facility. However, if the City redesigns either Project and that redesign requires Sound Transit to redesign its project, then the \$2.7 million credit cap will be lifted. Sound Transit will undertake additional work that would cause it to exceed its credit cap only if the City approves in writing a scope and cost estimate for the additional work. An itemized list of Sound Transit costs incurred through August 30,

2017 to accommodate the Bridge and the 1st Ave NE Bike Facility is attached hereto as “Exhibit D.” Accordingly, if Sound Transit deducts the maximum of \$0.7 million toward the Bridge, then its monetary contribution to the City would be capped at \$4.3 million. And if Sound Transit deducts the maximum of \$2 million toward the 1st Ave NE Bike Facility, then its monetary contribution to the City for Other Non-Motorized Access Improvements would be capped at \$3 million.

5.2.2. Sound Transit will amend its Temporary Construction Airspace Lease with Washington State Department of Transportation (“WSDOT”) to accommodate the City’s Trail Lease with WSDOT for the Bridge and 1st Ave NE Bike Facility construction on the east side of Interstate 5 at no charge to the City. Sound Transit will also modify its N160 nationwide permit from the U.S. Army Corps of Engineers to accommodate the City’s construction plans impacting the North Watercourse at no charge to the City.

5.3. Payment Schedule.

5.3.1. The City is expecting to advertise and construct the Bridge and the 1st Ave NE Bike Facility as part of the same bid package, but the City will track costs for each component separately. After issuance of the City’s notice to proceed to the contractor for the combined Bridge and 1st Ave NE Bike Facility project, the City may begin sending Sound Transit quarterly reimbursement requests. The reimbursement request amount may include the City’s internal costs and external expenditures to its construction contractor and other external consultants for the Bridge and all Other Non-Motorized Access Improvements. The City’s request will include a summary of the City’s costs and Sound Transit’s share as detailed in the next paragraph. The City will provide supporting documentation to its invoices at Sound Transit’s request. Sound Transit may audit or request additional supporting documentation any time after the City submits its final invoice. Sound Transit will make quarterly reimbursement payments to the City for Sound Transit’s matching share.

5.3.2. Sound Transit’s share for each of the Bridge and Other Non-Motorized Access Improvements will be 50% of the total costs (City costs and Sound Transit’s costs), less Sound Transit’s applicable credits and the limitations in section 5.1 and 5.2 above (a diagram and example of the formula for determining Sound Transit’s share is attached as Exhibit G). For purposes of interim reimbursement requests, it will be assumed that Sound Transit has already incurred the full amount of credits. The City’s invoice must itemize the reimbursement request showing the request for Bridge funding and Other Non-Motorized Access Improvements separately so that the limitations of section 5.1 and 5.2 can be applied to each correctly. In addition, Sound Transit may hold back matching funds of \$500,000 for the Bridge and \$500,000 for the Other Non-Motorized Access Improvements until the City provides notice of substantial completion of the Bridge and 1st Ave NE Bike Facility respectively. The City will only apply Sound Transit funds to the (i) Bridge and (ii) the 1st Ave NE Bike Facility or Other Non-Motorized Access Improvements; provided that Sound Transit’s funds may only be applied to a project which has completed any applicable environmental review process. Notwithstanding the foregoing quarterly payment schedule, Sound Transit will make a final lump-sum payment, including the \$500,000 withholding amount, for any remaining matching contribution amount for the contract component up to the maximum funding contribution, within 30 days of notice from the City that the respective contract component is substantially complete and open to the public, and the City submits a request for the final payment. In addition, notwithstanding any cost overruns, Sound Transit is only obligated to pay up to its maximum funding contribution for the Bridge and Non-Motorized Access Improvements, respectively.

5.4. Invoicing. All invoices, required reports, and documentation shall be submitted to: Sound Transit’s Accounts Payable (accountspayable@soundtransit.org). Invoices shall bear the name and address of

the Party's representative designated in Section 13.4, purchase order number (if applicable), and reference to this Agreement. Invoices shall be signed by an authorized representative of the City, who shall verify that the invoice is accurate, that the services have been purchased or the work has been performed, and that the costs shown have been incurred in accordance with this Agreement. Invoices shall be properly completed and accompanied with documentation as reasonably required by Sound Transit. Sound Transit shall pay within 30 days of receipt of a complete invoice with appropriate documentation.

6. Schedule and Milestones.

6.1. Implementation Schedule. The City and Sound Transit acknowledge that timely completion of the Northgate Access Projects is critical to realizing integrated access modes serving Northgate Station. The City and Sound Transit will make reasonable efforts to comply with the implementation schedule milestones identified in Exhibit E, unless otherwise agreed in writing by the Parties.

6.2. Completion of Northgate Access Projects. The City will make best efforts to open the Northgate Access Projects for public use by the start of light rail revenue service at the Northgate Station, or December 31, 2021, whichever is later.

6.3. Non-interference with Operation of New Northgate Station. To avoid interference with transit operations at the new Northgate Station, the City will complete all construction and/or restoration activities related to the Northgate Access Projects in the areas identified in Exhibit F by September 1, 2021 or one month prior to the start of light rail revenue service at the Northgate Station, whichever is later. The City will complete construction of the Bridge spur connection to the light rail station mezzanine by September 1, 2021 or one month prior to the start of light rail revenue service at the Northgate Station, whichever is later.

6.4. Construction Coordination. Within 60 days of the full Notice to Proceed for the Bridge and 1st Ave NE Bike Facility construction contract, the City will

make reasonable efforts to develop a construction phasing plan that takes into account key construction and revenue service milestones for Northgate Station, Elevated Guideway, and Parking Garage and Lynnwood Link Extension during its construction of the Northgate Access Projects. The phasing plan is to be a coordinated effort between the Parties to avoid conflicts during construction and transit operations and identify workable solutions to minimize disruption to both Parties' construction and operations.

7. Right of Way Acquisition, Access, Ownership and Maintenance

7.1. Costs in Excess of Sound Transit Funding Obligation. The City will operate and maintain the Bridge and the Other Non-Motorized Access Improvements at its own expense, including but not limited to utilities, cleaning, security, and major and minor repairs. Sound Transit will operate and maintain the Northgate Station at its own expense, including but not limited to utilities, cleaning, security, and major and minor repairs.

7.2. WSDOT Right of Way. The City must obtain the necessary property rights from the Washington State Department of Transportation ("WSDOT") for air rights over Interstate 5 and from any other property owners, to allow for the Bridge's construction and placement.

7.3. Sound Transit Access. For the useful life of the completed Bridge, Sound Transit and its transit users shall have the right to use the Bridge jointly and in common with the general public. The City acknowledges that Sound Transit's contribution to the design and construction of the Bridge is sufficient consideration for its use, and no additional compensation or charge shall be due from Sound Transit.

7.4. Acknowledgement of Funding. The City will ensure acknowledgement of Sound Transit funds for the Northgate Access Projects is noted in any Project advertisements and postings related to the Project. The graphic identity of the facilities and collateral and web-based materials will incorporate both the City's logo and the Sound Transit logo and identity.

7.5. Ownership and Use of Facilities. The City will own the Project facilities and operate and maintain the Project facilities for their useful life.

7.6. Survival of this Section. The terms and responsibilities of the Parties under this Section 7 will survive termination of this Agreement.

8. Dispute Resolution

8.1. Sound Transit and the City will confer to resolve disputes that arise under this Agreement as requested by either Party. The individuals identified in Section 13.4 are the Designated Representatives of the Parties for the purpose of resolving disputes that arise under this Agreement.

8.2. Level One – Sound Transit’s Designated Representative and the City’s Designated Representative will meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen days, either Party may refer the dispute to Level Two.

8.3. Level Two – The Executive Director of Design Engineering and Construction Management of Sound Transit and the Director of the City’s Department of Transportation, or their designees, will confer and resolve the dispute. If they cannot resolve the dispute within fourteen days, either Party may refer the dispute to Level Three.

8.4. Level Three – Sound Transit’s Chief Executive Officer and the City Mayor, or their designees, will meet to discuss and attempt to resolve the dispute in a timely manner.

8.5. Neither Party may seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

8.6. At all times prior to resolution of the dispute, the Parties will continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

9. Termination of the Agreement

9.1. Termination if Project Deemed Too Expensive. If accepting the lowest responsive responsible bid(s), or the Maximum Allowable Construction Cost (“MACC”) for any Project work obtained by the City would commit the City to pay more than the funds available to the City for the Project work, the bids or the MACC may be rejected. In the event the Bridge and 1st Project exceeds the City’s Project budget and the City gives notice to Sound Transit that it will not proceed with construction, either Party may terminate the portion of this Agreement that relates to funding the Bridge after eighteen months from the date that such notice has been delivered to Sound Transit. Sound Transit will not make cash contributions to Projects that do not proceed to construction.

9.2. Survival of this Section. The terms and responsibilities of the Parties under this Section 9 will survive termination of this Agreement.

10. Intentionally Deleted.

11. Audit. The City agrees to cooperate fully with Sound Transit’s auditor or an independent auditor chosen, retained, and paid by Sound Transit to audit costs incurred in design, construction, operation and maintenance of the Projects. If the audit determines that Sound Transit has paid the City in excess of the amounts agreed to under this Agreement, the excess amount will be repaid to Sound Transit within thirty days of the audit determination plus interest of 5 percent per annum. If the City disagrees with the audit determination, then the City may invoke the dispute resolution process in this Agreement. If the audit determines that Sound Transit has not paid the amount due under Section 5 of this Agreement and the City has incurred costs for the Work that exceeds payment made by Sound Transit, then Sound Transit shall pay City the amount owed plus interest of 5 percent per annum.

12. General Provisions.

12.1. No Agency or Employee Relationship. No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other

Party. In performing work and services pursuant to this Agreement, neither Party, its employees, consultants, agents, and representatives shall be acting as agents of the other Party and shall not be deemed or construed to be employees or agents of the other Party in any manner whatsoever. Neither Party shall hold itself out as, or claim to be, an officer or employee of the other Party and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the other Party. Each Party shall be solely responsible for any claims for wages or compensation by their employees, consultants, agents, and representatives, including sub-consultants, or any agency, and shall defend, indemnify and hold the other Party harmless therefrom.

12.2. Indemnity.

12.2.1. Generally. To extent permitted by law, including RCW 35.32A.090, each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from the first Party's negligent or grossly negligent acts or omissions or its intentional misconduct or that of its officers, officials, employees or agents. Neither Party will 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 other Party. 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 the Party's own negligence. Each Party agrees that its obligations under this subparagraph 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. Sound Transit's design review of City plans does not

impose a duty upon Sound Transit to correctly identify errors or omissions present in the City plans. Each party shall be responsible for its own attorney's fees in any dispute relating to this Agreement.

12.2.2. Taxes. Taxes, including taxes relating to Sound Transit's reimbursement of the City's cost, are a reimbursable cost under this Agreement subject to Sound Transit's funding limitations in Section 5.

12.2.3. Survival. The indemnification responsibilities provided in this section will survive the termination of this Agreement.

13. Miscellaneous

13.1. Entire Agreement. This Agreement and the attached exhibits constitute the entire agreement and understanding between City and Sound Transit relating to the Project. There are no restrictions, promises, representations, warranties, covenants or undertakings, oral or otherwise, except those expressly set forth or referenced in this Agreement.

13.2. Amendments. Waivers, modifications, additions, or amendments to this Agreement must be in writing and signed by the authorized representatives of each Party. Except for amending Exhibits B and D, the City may not waive, modify, add to, or amend this Agreement without City Council approval by resolution or ordinance.

13.3. Severability. In the event that any term, covenant, condition, or provision of this Agreement, or the application of the Agreement to any person or circumstance, is found to be invalid or unenforceable in any respect, the remainder of this Agreement, and the application of such term or provision to other persons or circumstances nevertheless will be binding with the same effect as if the invalid or unenforceable provision were originally deleted. The Parties agree to bargain in good faith to reform this Agreement or replace any invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the invalid or unenforceable provision.

13.4. Designated Representatives. Each Party designates the following persons as their representatives (the "Designated Representatives") who shall be

responsible for coordination of communication between the Parties and shall act as the point of contact for each Party. The Designated Representatives shall communicate regularly as to discuss the status of the tasks to be performed, identify upcoming decisions and any information or input necessary to inform those decisions, and resolve any issues or disputes related to the Northgate Access Projects. The Designated Representatives are:

SOUND TRANSIT:

Kristin Hoffman
Senior Project Manager
Sound Transit
401 S. Jackson Street
Seattle, WA 98104
(206) 903-7401
kristin.hoffman@soundtransit.org

CITY OF SEATTLE:

Eric Strauch
Project Manager
City of Seattle
700 5th Ave, Suite 3800
Seattle, WA 98124
(206) 233-7208
Eric.Strauch@seattle.gov

Each Designated Representative is also responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this Agreement. The Parties may change their Designated Representative by written notice to the other Party during the term of this Agreement.

13.5. Notices. Except as otherwise expressly provided in this Agreement, all requests, notices, demands, authorizations, directions, consents, waivers or other communications required or permitted under this Agreement shall be in writing and shall be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other Party's Designated Representative. However, notice under Section 9, Termination of the Agreement, must be delivered in person or by certified mail, return receipt requested.

13.6. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder are in addition to and not a limitation of or waiver regarding any duties, obligations, rights, and

remedies otherwise available by law. Waiver by either Party of any default will not affect or impair any right arising from any subsequent default. The failure of either Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy provided for in this Agreement shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof.

13.7. Choice of Forum. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings will be brought in a court of competent jurisdiction in King County, Washington.

13.8. Transfer/Assignment. Neither Party may assign any interest, obligation, or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent by the other Party. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective permitted successors and assigns.

13.9. Benefits. This Agreement is intended for the sole benefit of the Parties to this Agreement. Nothing in this Agreement is intended to give any person or entity, other than the Parties any legal or equitable right, remedy, or claim under this Agreement.

13.10. Preparation. The Parties and their legal counsel have cooperated in the drafting of this Agreement. Accordingly, the Parties intend that this Agreement is the joint work product of the Parties. The Parties do not intend for any provision of this Agreement to be construed against a Party on the basis of authorship.

13.11. Counterparts. This Agreement may be simultaneously executed in duplicate counterparts, each of which will be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

13.12. Authority. The persons signing this Agreement warrant that they have the respective power and authority to sign this Agreement on behalf of their city or regional transit authority, respectively.

13.13. City Council Approval. This Agreement is subject to City Council approval.

- 14. Term of Agreement.** The term of this Agreement is from the last date written below and, unless it is otherwise terminated in accordance with the provisions of this Agreement, until the Northgate Access Projects are open for public use and Sound Transit has made all cash payments owed to the City under this Agreement.
- 15. Survival.** Section 11 and Subsection 12.2 will survive termination of this Agreement.

The authorized representatives of Sound Transit and City are signing this Agreement and the effective date shall be the last date written below.

CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY

CITY OF SEATTLE

Signed: _____

Signed: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Approved to form

Legal Counsel:

Dated: _____

Exhibit A

Northgate Pedestrian and Bicycle Bridge

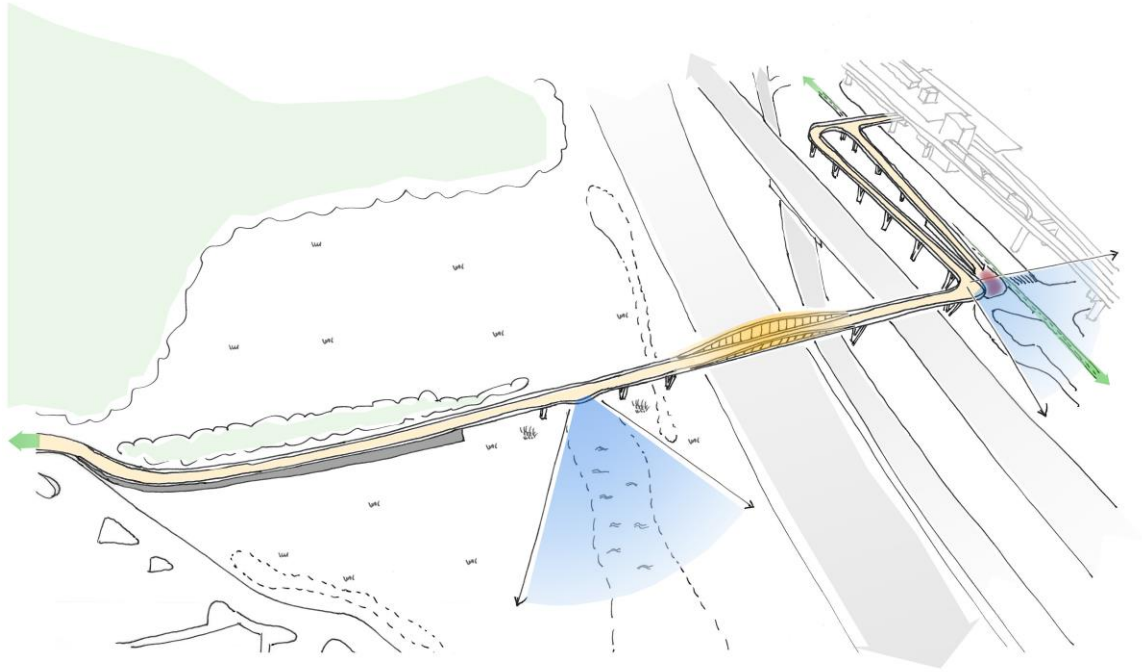


Exhibit B

Bridge and Other Non-Motorized Access Improvements

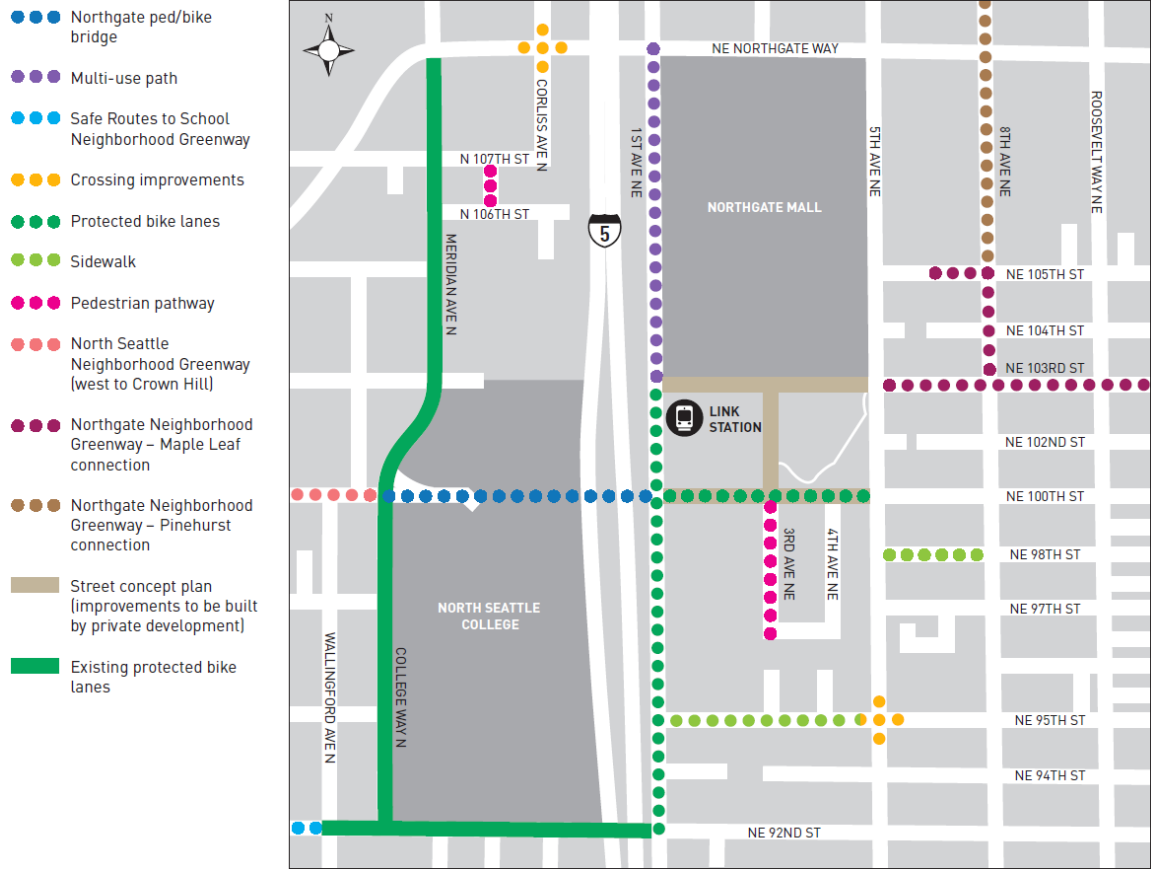


Exhibit C

City of Seattle Funding Certification Letter



City of Seattle
Edward B. Murray, Mayor
Department of Transportation
Scott Kubly, Director

January 13, 2016

Sound Transit
Attention Ahmad Fazel
Union Station
401 S. Jackson St.
Seattle, WA 98104

RE: Northgate Bridge Funding

Dear Mr. Fazel:

This letter confirms that Seattle has matching funds of \$5 million for the Northgate Bicycle and Pedestrian Bridge and \$5 million for other bicycle and pedestrian improvements in the station area as committed by Resolution 31389. Monies are available to fund these projects and Seattle has initiated design of the bridge and the 1st Avenue protected bike lane and will be initiating design of additional bicycle and pedestrian projects in 2016.

With the passage of the Levy to Move Seattle, the bridge is now fully funded and continues to move forward through final design. With this project being fully funded, the commitment satisfies the City's obligation to Sound Transit by having the bridge fully funded by February 1, 2016 (ST Motion M2015-26). We appreciate the continuing coordination and partnership with Sound Transit that has furthered this design of this station amenity and community catalyst project.

We also acknowledge that this funding obligation by Sound Transit will terminate upon the opening of Northgate Station or no later than September 30, 2021. Should the station opening extend past September 30, 2021, we would request that the funding obligation be extended concurrently.

Please contact me or our staff contact Michael James with any question or updates regarding the funding or schedule impacts of delivering the Northgate Station and related projects.

Sincerely,

Scott Kubly
Director, Department of Transportation

City of Seattle

CC: Fred Wilhelm, Sound Transit

Seattle Municipal Tower
700 5th Avenue
Suite 3800
PO Box 34996
Seattle, Washington 98124-4996

Tel (206) 684-ROAD / (206) 684-5000
Fax: (206) 684-5180
Hearing Impaired use the Washington Relay Service (7-1-1)
www.seattle.gov/transportation

Exhibit D

Sound Transit Design and Construction Costs Incurred Through August 30, 2017

Overview of costs incurred to date to accommodate Northgate Access Projects - Design and Construction	Design Cost	Construction cost estimate
1st Ave NE Bike Facility		
<p>Bicycle Lane Study (SIP) Work included conceptual design options for the SDOT Bike Facility and methods for the elevated guideway and the civil work to accommodate the bike lanes and required barriers and clear distances. Design work includes coordination meetings with SDOT and ST to review. Construction costs include the cantilevered portion of the N125 MLP Retained structure that was redesigned to make space for bike facility.</p>	\$ 34,811	\$ 28,310
<p>N160 Elevated Guideway Design ST directed the design team to modify column location and add two straddle bents to accommodate cycle track and multi use track. Work included design cost to recalculate the N160 Guideway. Construction Costs included modification of A6 and A7 single T bent to double column straddle bents and modifications to B7 and B8. These modifications included minor changes to the column location to avoid existing vaults and to accommodate the bike path.</p>	\$ 100,632	\$ 1,898,659
<p>Ped Access NE 100th St Design and construction to accommodate sidewalk on west side of 1 Ave NE. Construction costs for the ADA curb and sidewalk treatments. Construction cost for pedestrian access improvements within the Park and Ride Lot, the 1 Ave NE crossing</p>	\$ 81,247	\$ 16,096

Overview of costs incurred to date to accommodate Northgate Access Projects - Design and Construction	Design Cost	Construction cost estimate	
<p>N160 90% design work - Cycle-track SPU Request - Develop design solution which accommodates the future SDOT Cycle Track adjacent to both the Jurisdictional Ditch and S Watercourse. Work includes design studies which pipe a portion of the ditch to accommodate water flow and allow the future SDOT Cycle Track to be placed adjacent to the ditch and Street ROW.</p>	\$ 84,130	\$ 306,187	
<p>N160 100% Design - Site Restoration for Cycle-track ST Request - Modify Sidewalk and Shoulder Restoration at 1 Ave NE, NE 103 St to NE 105th St; east side to accommodate the SDOT Bike facility widths and sidewalk pavement requirements. The following construction costs can be attributed to construction of pedestrian elements 1. Cost delta between current 60% restoration plans, and modifications to incorporate the sidewalk and paving sections</p>		\$ 80,037	
<p>1st Ave Channelization Work developed lane channelization option for review with SDOT and KCM. Work focused on 1 Ave NE, between NE 100 and 103 St. Options provided channelization which accommodated the cycle track, turning movements and KCM bus lanes. 100% design cost</p>	\$ 2,978		
Wetland restoration - PBL		\$ 74,807	
ST administrative costs - 10%	\$ 30,380	\$ 240,410	
Sub-total (1st Ave NE Bike Facility)	\$ 334,177	\$ 2,644,506	\$ 2,978,684

Overview of costs incurred to date to accommodate Northgate Access Projects - Design and Construction	Design Cost	Construction cost estimate	
I-5 Pedestrian Bridge Improvements			
Mezzanine Level Changes Work modified the original scope to incorporate a mezzanine level within the station design. The mezzanine allows for a more open surface level and allows for a direct, overhead pedestrian crossing above 1 Ave NE. Assumed 10% of mezzanine construction cost attributable to pedestrian bridge.	\$ 119,718	\$ 143,667	
** Ped Bridge Foundation PCR will design and document a foundation or column shaft within the N160 Plaza. Intent is to include this work within the N160 Contract to provide a foundation ahead of station plaza finishes. This is to minimize disruption on the plaza level. Construction cost would a drilled shaft casing, with partial shaft installed with reinforcing steel exposed	\$ 20,000	\$ 338,561	
ST administrative costs - 10%	\$ 13,972	\$ 48,223	
Sub-total (Bridge)	\$ 153,690	\$ 530,451	\$ 684,141
Total ST costs incurred to date to date	\$ 487,867	\$ 3,174,957	\$ 3,662,824
Potential credits for Other Non-Motorized Access Projects projects per M2012-42			
Total Design and Construction 1st Ave NE Bike Facility			\$ 2,978,684
ST Credit (costs exceeding \$1M)			\$ 1,978,684
ST contribution less credit			\$ 3,021,316
Potential credits for I-5 Ped Bridge per M2012-42			
Total Design and Construction I-5 Ped Bridge			\$ 684,141
ST contribution less credit			\$ 4,315,859

Exhibit E

Milestone Schedule

Sound Transit Northgate Station milestones:

1. 4Q2018 – Complete Parking garage
2. 1Q2020 – N160 Northgate Station, Elevated Guideway and Parking Garage contract substantial completion
3. 3Q2021 – Northgate Link begins revenue service

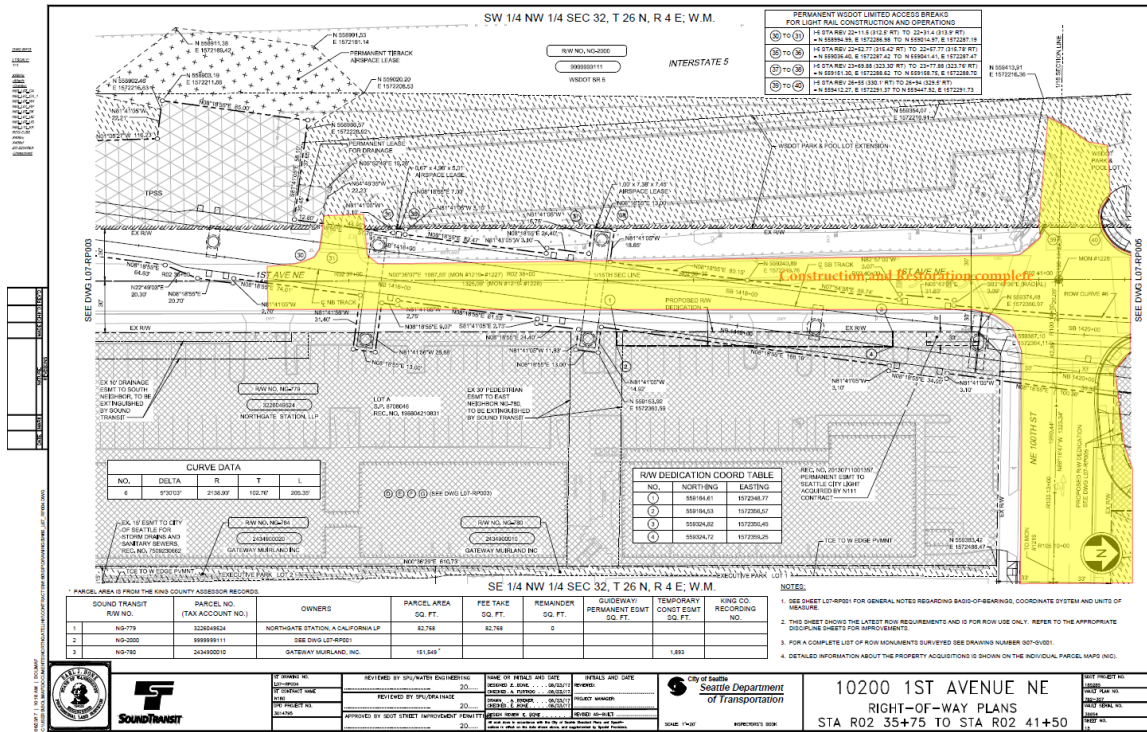
City milestones for the Bridge:

1. 1Q2019 – Complete final Bridge design
2. 3Q2019 – Award construction contract
3. 3Q2020 – Complete 50% construction of Bridge
4. 3Q2021 – Bridge construction complete, open for public use

City milestones for the Other Non-Motorized Improvements:

1. 3Q2021 – Construction complete

Exhibit F



A larger, more legible copy is on file with each of the Designated Representatives

Exhibit G

$$\frac{CI + CO + STI}{2} - STI = ST\$ \leq \$5M - STI$$

Key

- CI* *City in-house costs*
- CO* *City contractor costs*
- STI* *ST in-house and contractor costs*
(subject to max credits described in
Section 5.2.1)
- ST\$* *ST cash contribution*

Example:

For Other Non-Motorized Improvements, if the City spends \$8M (in-house and contractor), and Sound Transit spends \$2M (max credit), then the formula would be:
(\$8M + \$2M)/2 = \$5M minus \$2M = \$3M cash reimbursement to the City.

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Dept of Transportation	Bill LaBorde/206.484.8662	Aaron Blumenthal/206.233.2656

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to the Central Puget Sound Regional Transit Authority (Sound Transit); authorizing execution of a Funding and Cooperative Agreement For Northgate Station Area Access Improvements Agreement between Sound Transit and The City of Seattle; and ratifying and confirming certain prior acts.

Summary and background of the Legislation:

1. Agreement purpose
 - This agreement relates back to 2012 commitments and subsequent ST Board motions, along with Council [Resolution 31389](#), passed June 2012. The agreement affirms roles and responsibilities for ST and the City with regard to designing and constructing certain listed access projects (Exhibit B), as well as clarifying caps on funding contributions from ST.
 - Newly specified elements include schedules for project delivery, payment schedules and solidifying how previous design work on the projects are allocated against ST’s match commitment.
2. Identified access projects
 - Exhibit B is a map showing the location and type of access projects resulting from the agreed upon Station Access study, completed by Sound Transit in 2014, including the ped/bike bridge across I-5, 1st Ave NE PBL, completion of missing sidewalk segments, a Safe Routes to School project and pedestrian crossing improvements. Some of these projects have already been completed, while others are anticipated to be completed between now and time the Station opens in 2021.
3. Project Development/Construction Management
 - Assigns City risk for environmental mitigation and hazardous waste removal for access projects, subject to City’s budget process. This is not considered a major factor beyond wetland issues already incorporated into cost of the ped/bike bridge
 - Environmental review: City is established as lead agency for SEPA review of access projects (environmental analysis for the bridge is complete); ST agrees to cooperate.
 - City will host agency design coordination meetings (already ongoing);
 - City will grant ST staff opportunity to review project design (standard practice for interagency projects)
 - ADA compliance required
4. Funding
 - Caps ST funding at \$10 million , as anticipated in the 2012 commitments
 - Allows ST to credit costs for design and construction already completed to their match (see Exhibit D, which identifies qualified credits that reduce the balance of the remaining \$10 million commitment to \$7.3 million). The 2020-2025 Adopted CIP assumes the remaining \$7.3 million in Sound Transit Funding.

- ST commits to amend its construction air rights agreement with WSDOT and US Army Corps permits to allow City to construct projects
 - Establishes invoicing protocols and schedules for payment of ST contributions to City
5. Schedules and Milestones
- Parties agree to coordinate on construction management and cooperate to get the projects completed in time for station opening in 2021 to extent possible without getting in ST's way in meeting its own schedule milestones (see Exhibit E)
6. ROW and access, ownership and maintenance responsibilities
- Establishes that ST is responsible for O&M for station and City for O&M of bridge and other ped/bike access facilities
 - City required to seek authority from WSDOT to construct bridge over I-5
 - City and ST will co-brand construction postings and advertisements
7. Other terms
- Standard ST/COS dispute resolution escalation procedures laid out
 - City reserves right to cancel bridge project if GC bids exceed engineers cost estimates
 - 10-13. General provisions: Cooperation with ST audit procedures, PM contacts for notices, severability, choice of dispute forum
 - 12 and 15. Indemnification terms are standard for interagency agreements – each party indemnifies the other to the extent permitted by law, except when one party is determined to be solely negligent, or responsible under state law for workers comp covered injuries
 - 14. Termination upon station opening and ST making final payments, except for indemnification and financial audit provisions

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? __ Yes No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ___ Yes No

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

No

Is there financial cost or other impacts of *not* implementing the legislation?

Yes, without approval of the underlying agreement, the City would not be able to receive the remaining balance of \$10 million in station access commitments made by Sound Transit in 2012 – approximately \$7.3 million, as reflected in the 2020-2025 Adopted CIP.

4. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?**
No
- b. **Is a public hearing required for this legislation?**
No
- c. **Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?**
No
- d. **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No
- e. **Does this legislation affect a piece of property?**
Yes, see maps on Exhibits A and B of the Agreement (Att A)
- f. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**
These station access projects, especially the Northgate Pedestrian and Bicycle Bridge, will greatly expand affordable, non-motorized access to the Northgate Link Light Rail station area, including to more affordable areas to the north of the station and west of I-5 with relatively high concentrations of people; as well as to North Seattle College, which provides several affordable academic, workforce development and job training programs for students from around the region.
- g. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).**
N/A

List attachments/exhibits below:



Legislation Text

File #: CB 119743, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to grant funds from non-City sources; authorizing the Director of Transportation to accept specified grants and execute related agreements for and on behalf of the City; amending Ordinance 126000, which adopted the 2020 Budget, including the 2020-2025 Capital Improvement Program (CIP); changing appropriations for the Seattle Department of Transportation; revising allocations and spending plans for certain projects in the 2020-2025 CIP; and ratifying and confirming certain prior acts.

WHEREAS, The City of Seattle was awarded funds from Sound Transit’s System Access Fund for Judkins Park Station Access and the Henderson Street Staircase projects; and

WHEREAS, these grant funds require execution of agreements; and

WHEREAS, spending of these grants will begin in early 2020 to support project delivery in 2022, requiring immediate budget authority; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of the Seattle Department of Transportation is authorized to accept the following non-City funding from the grantor listed below, and to execute, deliver, and perform agreements for the purposes described below. The funds, when received, shall be deposited in the receiving fund identified below to support, or as reimbursement for, the corresponding appropriations set forth in Section 2 of this ordinance.

Item	Fund	Grantor	Purpose	Amount
1.1	Transportation Fund (13000)	Sound Transit System Access Fund	Judkins Park Station Access	\$2,400,000

1.2	Transportation Fund (13000)	Sound Transit System Access Fund	Henderson Street Staircase	\$900,000
	Total			\$3,300,000

Section 2. Contingent upon the execution of grant or other funding agreements and receipt of the grant funds authorized in Section 1 of this ordinance, appropriations in the 2020 Budget and project allocations in the 2020-2025 Adopted Capital Improvement Program for the following items are increased as follows:

Item	Fund	Budget Summary Level	Additional Budget Appropriation	Project Name	2020 CIP Allocation (in \$000s)
2.1	Transportation Fund (13000)	Mobility-Capital (BC-TR-19003)	\$3,300,000	PMP - New Sidewalk Program (MC-TR-C058)	(\$12,407) <u>\$15,707</u>
	Net Change		\$3,300,000		\$3,300

Section 3. The dollar amount shown or established in the 2020 spending plan column for the following projects in the 2020-2025 Adopted Capital Improvement Program is modified as follows:

Item	Department	CIP Project Name	CIP Project ID Code	2020 Amount (in \$000s)
3.1	Seattle Department of Transportation	PMP - New Sidewalk Program	MC-TR-C058	(\$12,407) <u>\$15,707</u>

Section 4. The modifications to the 2020-2025 Adopted Capital Improvement Program for the above items are as reflected in Attachment A to this ordinance.

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

Section 6. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if

not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2020, and signed by me in open session in authentication of its passage this ____ day of _____, 2020.

President _____ of the City Council

Approved by me this _____ day of _____, 2020.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2020.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:
Attachment A - CIP Project Page - Pedestrian Master Plan - New Sidewalks

Pedestrian Master Plan - New Sidewalks

Project No:	MC-TR-C058	BSL Code:	BC-TR-19003
Project Type:	Ongoing	BSL Name:	Mobility-Capital
Project Category:	New Facility	Location:	Citywide
Current Project Stage:	N/A	Council District:	Multiple
Start/End Date:	N/A	Neighborhood District:	Multiple
Total Project Cost:	N/A	Urban Village:	Multiple

This project enhances the pedestrian environment in Seattle's neighborhoods by dedicating funding to construct new sidewalks. The New Sidewalk Program draws funding from the School Safety Traffic and Pedestrian Improvement (SSTPI) Fund and the Move Seattle Levy to improve sidewalks and the pedestrian environment near schools. Additional funding is drawn from other sources to pay for new sidewalk construction that are not in a Seattle Public School walk zone.

Resources	LTD Actuals	2019 Revised	2020	2021	2022	2023	2024	2025	Total
Commercial Parking Tax	551	1,918	231	-	-	-	-	-	2,700
Developer Mitigation	8	829	-	-	-	-	-	-	837
Drainage and Wastewater Rates	-	613	163	7	-	-	-	-	783
Federal Grant Funds	420	1,202	750	200	-	-	-	-	2,572
General Fund	775	-	-	-	-	-	-	-	775
Private Funding/Donations	-	-	-	600	-	-	-	-	600
Real Estate Excise Tax II	3,471	919	-	11	-	-	-	-	4,401
School Camera Ticket Revenues	4,661	459	4,376	577	1,989	1,505	360	2,842	16,767
State Gas Taxes - City Street Fund	73	-	-	-	-	-	-	-	73
State Grant Funds	504	1,608	-	-	-	-	-	-	2,112
Traffic Enforcement Camera Revenue	5,329	6,838	-	-	-	-	-	-	12,167
Transportation Move Seattle Levy - Lid Lift	14,432	7,390	6,886	5,491	2,247	4,651	333	-	41,431
Vehicle Licensing Fees	419	804	-	-	-	-	-	-	1,223
<u>Sound Transit Funds</u>	<u>-</u>	<u>-</u>	<u>3,300</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,300</u>
Total:	30,642	22,582	((12,407)) 15,707	6,886	4,235	6,155	693	2,842	((86,441)) 89,741
Fund Appropriations / Allocations ¹	LTD Actuals	2019 Revised	2020	2021	2022	2023	2024	2025	Total
General Fund	775	-	-	-	-	-	-	-	775
Move Seattle Levy Fund	14,432	7,390	6,886	5,491	2,247	4,651	333	-	41,431
REET II Capital Fund	3,471	919	-	11	-	-	-	-	4,401
School Safety Traffic and Pedestrian Improvement Fund	9,990	7,297	4,376	577	1,989	1,505	360	2,842	28,934
Transportation Benefit District Fund	419	804	-	-	-	-	-	-	1,223
Transportation Fund	1,555	6,171	((1,144)) 4,444	807	-	-	-	-	((9,677)) 12,977
Total:	30,642	22,582	((12,407)) 15,707	6,886	4,235	6,155	693	2,842	((86,441)) 89,741
Unsecured Funding:	LTD Actuals	2019 Revised	2020	2021	2022	2023	2024	2025	Total
To Be Determined	-	-	-	-	-	-	-	3,759	3,759
Total:	-	-	-	-	-	-	-	3,759	3,759

Unsecured Funding Strategy: Funding for this program beyond 2024 is dependent upon a future voter approved levy.

¹Funds are appropriated through the Adopted Budget at the Budget Summary Level. All Amounts shown above are in thousands of dollars

O&M Impacts: SDOT has individual project budgets for the maintenance of painted markings, signage, signals, bridges and roadway structures, urban forestry, and sidewalks and pavement; these budgets are constrained by the availability of transportation specific and general funds. The SDOT Asset Management website (<https://www.seattle.gov/transportation/about-sdot/asset-management>) provides unconstrained operational cost forecasting by asset type, typical lifecycle and average maintenance cost ranges.

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
SDOT	Chloe Wilkes/233-0043	Aaron Blumenthal/233-2656

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to grant funds from non-City sources; authorizing the Director of Transportation to accept specified grants and execute related agreements for and on behalf of the City; amending Ordinance 126000, which adopted the 2020 Budget, including the 2020-2025 Capital Improvement Program (CIP); changing appropriations for the Seattle Department of Transportation; revising allocations and spending plans for certain projects in the 2020-2025 CIP; and ratifying and confirming certain prior acts.

Summary and background of the Legislation:

The City of Seattle was awarded funding from the Sound Transit System Access Fund in late 2019. This ordinance will accept those grants and enable SDOT to execute agreements with the funding agencies. The ordinance will also appropriate budget authority that is tied to the grant agreements.

The grants from Sound Transit include:

- Sound Transit System Access Fund
 - Judkins Park Station Access - \$2,400,000 (Local match - \$600,000)
- Sound Transit System Access Fund
 - Henderson Street Staircase - \$900,000 (Local match - \$100,000)

The grants will be used for design and construction. Design is intended to begin on the Judkins Park Station Access project in March 2020, with expectations that the project will be delivered in 2022.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? Yes No

Project Name:	Project I.D.:	Project Location:	Start Date:	End Date:	Total Project Cost Through 2024:
PMP – New Sidewalks	MC-TR-C058	Judkins Park	This is an ongoing Capital Program		
PMP – New Sidewalks	MC-TR-C058	Henderson Street	This is an ongoing Capital Program		

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? Yes No

Appropriation change (\$):	General Fund \$		Other \$	
	2020	2021	2020	2021
			\$3,300,000	
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2020	2021	2020	2021
			\$3,300,000	
Positions affected:	No. of Positions		Total FTE Change	
	2020	2021	2020	2021

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
 No.

Is there financial cost or other impacts of *not* implementing the legislation?
 We would lose the ability to use the grant funding to leverage our local funding to implement important transportation improvements and meet Move Seattle levy developments.

3.a. Appropriations

This legislation adds, changes, or deletes appropriations.

Fund Name and number	Dept	Budget Control Level Name/#*	2020 Appropriation Change	2021 Estimated Appropriation Change
Transportation Fund (13000)	SDOT	Mobility-Capital (BC-TR-19003)	\$3,300,000	
TOTAL			\$3,300,000	

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

Is this change one-time or ongoing?
 One-time.

3.b. Revenues/Reimbursements

This legislation adds, changes, or deletes revenues or reimbursements.

Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Dept	Revenue Source	2020 Revenue	2021 Estimated Revenue
Transportation Fund (13000)	SDOT	Sound Transit System Access Grants	\$3,300,000	
TOTAL			\$3,300,000	

Is this change one-time or ongoing?

One-time.

3.c. Positions

This legislation adds, changes, or deletes positions.

4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?
Seattle Parks and Recreation will be providing work on trail lighting for the Judkins Park Station Access project.
- b. Is a public hearing required for this legislation?
No.
- c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?
No.
- d. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?
No.
- e. Does this legislation affect a piece of property?
The work should be completed within the public right-of-way. Construction could require temporary construction easements.
- f. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?
N/A

- g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).**

N/A

List attachments/exhibits below: