



# CITY OF SEATTLE

## City Council

### Agenda

Revised

Tuesday, March 14, 2023

2:00 PM

Council Chamber, City Hall  
600 4th Avenue  
Seattle, WA 98104

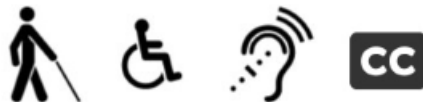
Debora Juarez, Council President  
Lisa Herbold, Member  
Andrew J. Lewis, Member  
Tammy J. Morales, Member  
Teresa Mosqueda, Member  
Sara Nelson, Member  
Alex Pedersen, Member  
Kshama Sawant, Member  
Dan Strauss, Member

Chair Info: 206-684-8805; [Debora.Juarez@seattle.gov](mailto:Debora.Juarez@seattle.gov)

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# CITY OF SEATTLE

## City Council

### Agenda

### Revised

**March 14, 2023 - 2:00 PM**

#### **Meeting Location:**

Council Chamber, City Hall, 600 4th Avenue, Seattle, WA 98104

#### **Committee Website:**

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

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Members of the public may register for remote or in-person Public Comment to address the Council. Details on how to provide Public Comment are listed below:

Remote Public Comment - Register online to speak during the Public Comment period at

<http://www.seattle.gov/council/committees/public-comment>. Online registration to speak will begin two hours before the meeting start time, and registration will end at the conclusion of the Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair.

In-Person Public Comment - Register to speak on the Public Comment sign-up sheet located inside Council Chambers at least 15 minutes prior to the meeting start time. Registration will end at the conclusion of the Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair.

Submit written comments to all Councilmembers at

[Council@seattle.gov](mailto:Council@seattle.gov)

#### **A. CALL TO ORDER**

#### **B. ROLL CALL**

#### **C. PRESENTATIONS**

#### **D. 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.*

**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 384](#)

March 14, 2023

**Attachments:** [Introduction and Referral Calendar](#)

**F. APPROVAL OF THE AGENDA****G. APPROVAL OF CONSENT CALENDAR**

*The Consent Calendar consists of routine items. A Councilmember may request that an item be removed from the Consent Calendar and placed on the regular agenda.*

**Journal:**

1. [Min 417](#) March 7, 2023

**Attachments:** [Minutes](#)

**Bills:**

2. [CB 120526](#) AN ORDINANCE appropriating money to pay certain claims for the week of February 27, 2023 through March 03, 2023 and ordering the payment thereof; and ratifying and confirming certain prior acts.

**H. COMMITTEE REPORTS**

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

**CITY COUNCIL:\***

1. [CB 120521](#) AN ORDINANCE relating to the City's criminal code; amending elements and defenses of property destruction; and amending Section 12A.08.020 of the Seattle Municipal Code.

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

2. [Res 32085](#) A RESOLUTION supporting King County's Crisis Care Centers Levy and urging Seattle voters to vote "Yes" on the passage of this levy on the April 25, 2023, special election ballot.

**Supporting**

**Documents:** [Summary and Fiscal Note](#)  
[Summary Att 1 - Crisis Care Centers](#)  
[Summary Att 2 - Residential Treatment Facilities](#)  
[Summary Att 3 - Supporting and Growing Workforce](#)

3. [CB 120523](#) AN ORDINANCE relating to City employment; authorizing the execution of a Memorandum of Understanding between The City of Seattle and the Washington State Council of County and City Employees; amending Ordinance 126725, which adopted the 2023 budget; changing appropriations to various departments and budget control levels, and from various funds in the Budget; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

**Attachments:** [Att 1 - MOU with Local 21PA](#)

**Supporting**

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

4. [CB 120524](#) AN ORDINANCE relating to City employment; authorizing the execution of a Memorandum of Understanding between The City of Seattle and the International Brotherhood of Electrical Workers Local 77; amending Ordinance 126725, which adopted the 2023 budget; changing appropriations to various departments and budget control levels, and from various funds in the Budget; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

**Attachments:** [Att 1 - MOU with L77 \(Metering\)](#)

**Supporting**

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

5.     [CB 120522](#)     AN ORDINANCE relating to the Downtown Seattle Transit Tunnel; authorizing execution of a Downtown Seattle Transit Tunnel Transfer and Conveyance Agreement on behalf of The City of Seattle with the Central Puget Sound Regional Transit Authority (“Sound Transit”) and King County; and ratifying and confirming certain prior acts.

**Attachments:**   [Att 1 - Exhibit D DSTT Transfer and Conveyance Agreement](#)

**Supporting**

**Documents:**   [Summary and Fiscal Note](#)  
                      [Summary Att 1 - King Co-Sound Transit DSTT Transfer Agreement](#)  
                      [Central Staff Memo](#)

#### **ECONOMIC DEVELOPMENT, TECHNOLOGY, AND CITY LIGHT COMMITTEE:**

6.     [CB 120518](#)     AN ORDINANCE relating to surveillance technology implementation; authorizing approval of uses and accepting the 2023 updated surveillance impact report and 2023 executive overview for the Seattle Police Department’s use of Forward Looking Infrared Real-Time Video.

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

**In Favor: 3 - Nelson, Juarez, Strauss**

**Opposed: None**

**Abstain: 1 - Herbold**

**Attachments:**   [Att 1 - 2023 SIR - Forward Looking Infrared Real-Time Video \(FLIR\) v2](#)  
                      [Att 2 – 2023 SIR Executive Overview - Forward Looking Infrared Real-Time Video \(FLIR\) v2](#)

**Supporting**

**Documents:**   [Summary and Fiscal Note](#)  
                      [Amendment A](#)  
                      [2023 SIR - FLIR Att 1 \(track changes from 2020 SIR\) v2](#)  
                      [2023 SIR Executive Overview - FLIR Att 2 \(track changes from 2020\) v2](#)

#### **I. ITEMS REMOVED FROM CONSENT CALENDAR**

**J. ADOPTION OF OTHER RESOLUTIONS**

**K. OTHER BUSINESS**

**L. ADJOURNMENT**

**\*Notice of Public Comment relating to Resolution 32085**

As part of this meeting, the Seattle City Council intends to vote on Resolution No. 32085, entitled 'A RESOLUTION supporting King County's Crisis Care Centers Levy and urging Seattle voters to vote "Yes" on the passage of this levy on the April 25, 2023, special election ballot.'

Title of ballot measure:

"King County Proposition No. 1 Crisis Care Centers Levy"

The King County Council passed Ordinance 19572 concerning funding for mental health and substance use disorder services. If approved, this proposition would fund behavioral health services and capital facilities, including a countywide crisis care centers network, increased residential treatment; mobile crisis care; post-discharge stabilization; and workforce supports. It would authorize an additional nine-year property tax levy for collection beginning in 2024 at \$0.145 per \$1,000 of assessed valuation, with the 2024 levy amount being the base for calculating annual increases in 2025-2032 under chapter 84.55 RCW, and exempt eligible seniors, veterans, and disabled persons under RCW 84.36.381.

Should this proposition be:

☐ Approved

☐ Rejected"

As provided for under RCW 42.17A.555 and Seattle Municipal Code 2.04.300, the City Council will afford members of the public an opportunity at the March 14, 2023, City Council meeting to express a view that is in support or opposed to the proposed City Council Resolution 32085. An equal opportunity will be given to proponents and opponents of the measure.

The City Council hybrid meeting on March 14th, 2023, will begin at 2:00 p.m. Online registration to provide remote public comment begins at 12:00 noon at <http://www.seattle.gov/council/committees/public-comment>. In person public comment registration will begin at least 15 minutes before the 2:00 p.m. City Council meeting inside Council Chambers. Registration will end at the conclusion of this dedicated Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair. Submit written comments to all

Councilmembers at [Council@seattle.gov](mailto:Council@seattle.gov)

Speakers will be drawn from the remote and in person sign-up list in the order in which names appear and until the time allotted to members of the public is exhausted. Note that not all members of the public who sign up are guaranteed an opportunity to speak. For further information, please contact Linda Barron, Deputy City Clerk at the Office of the City Clerk at (206) 684-8344, or at [linda.barron@seattle.gov](mailto:linda.barron@seattle.gov).



## Legislation Text

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**File #:** IRC 384, **Version:** 1

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March 14, 2023



## 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
<b><u>By: Pedersen</u></b>		
1. <a href="#">CB 120522</a>	AN ORDINANCE relating to the Downtown Seattle Transit Tunnel; authorizing execution of a Downtown Seattle Transit Tunnel Transfer and Conveyance Agreement on behalf of The City of Seattle with the Central Puget Sound Regional Transit Authority ("Sound Transit") and King County; and ratifying and confirming certain prior acts.	City Council
<b><u>By: Mosqueda</u></b>		
2. <a href="#">CB 120526</a>	AN ORDINANCE appropriating money to pay certain claims for the week of February 27, 2023 through March 03, 2023 and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
<b><u>By: Mosqueda</u></b>		
3. <a href="#">CB 120527</a>	AN ORDINANCE relating to acceptance of funding from non-City sources; authorizing the heads of various departments to accept and authorize the expenditure of specified grants, private funding, and subsidized loans and to execute, deliver, and perform corresponding agreements; amending Ordinance 126725, which adopted the 2023 Budget, including the 2023-2028 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget; revising project allocations for certain projects in the 2023-2028 CIP; and ratifying and confirming certain prior acts.	Finance and Housing Committee
<b><u>By: Mosqueda</u></b>		
4. <a href="#">CB 120529</a>	AN ORDINANCE relating to the organization of City government; clarifying the structure for the Charter position of Director of Finance; repealing Section 3.39.033 of the Seattle Municipal Code; and amending Sections 3.39.010, 3.39.030, 3.39.035, and 3.39.070 of the Seattle Municipal Code.	Finance and Housing Committee
<b><u>By: Morales</u></b>		
5. <a href="#">Appt 02497</a>	Appointment of Derrick D. Wheeler-Smith as Director, Office for Civil Rights, for a term to Mayor's Discretion.	Neighborhoods, Education, Civil Rights, and Culture Committee

**By: Sawant**

- |                              |  |  |
|------------------------------|--|--|
| 6. <a href="#">CB 120530</a> | AN ORDINANCE relating to residential tenancy; limiting the amount of fees charged for late payment of rent; and adding a new Section 7.24.034 to the Seattle Municipal Code. | Sustainability and<br>Renters' Rights<br>Committee |
|------------------------------|--|--|

**By: Sawant**

- |                               |   |  |
|-------------------------------|---|--|
| 7. <a href="#">Appt 02498</a> | Appointment of Schnidine Sendia Registin as member, Seattle Renters' Commission, for a term to February 28, 2024. | Sustainability and<br>Renters' Rights<br>Committee |
|-------------------------------|---|--|

**By: Sawant**

- |                               |  |  |
|-------------------------------|--|--|
| 8. <a href="#">Appt 02499</a> | Appointment of Alan Chi as member, Seattle Renters' Commission, for a term to February 28, 2025. | Sustainability and<br>Renters' Rights<br>Committee |
|-------------------------------|--|--|

**By: Pedersen**

- |                              |   |   |
|------------------------------|---|---|
| 9. <a href="#">CB 120528</a> | AN ORDINANCE relating to the Route 44 Transit-Plus Multimodal Corridor project; authorizing the Director of the Seattle Department of Transportation ("SDOT") to acquire, accept, and record on behalf of The City of Seattle a Deed for Street Purposes from Adam Rogers, as a separate estate, situated in a portion of Block 12, Salmon Bay City, Malson's Addition to Seattle; placing the real property rights and interests conveyed by such deed under the jurisdiction of the Seattle Department of Transportation; laying off the property as right-of-way; and ratifying and confirming certain prior acts. | Transportation and<br>Seattle Public<br>Utilities |
|------------------------------|---|---|

**By: Pedersen**

- |                               |  |   |
|-------------------------------|--|---|
| 10. <a href="#">CF 314517</a> | Request for an extension to the conditional approval of a petition of City Investors IV, LLC to vacate a portion of the alley in Block 89, D.T. Denny's 5th Addition to the City of Seattle (CF 313894). | Transportation and<br>Seattle Public<br>Utilities |
|-------------------------------|--|---|



## Legislation Text

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**File #:** Min 417, **Version:** 1

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March 7, 2023

# SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor  
Seattle, WA 98104



## Journal of the Proceedings of the Seattle City Council

Tuesday, March 7, 2023

2:00 PM

**Council Chamber, City Hall**

**600 4th Avenue**

**Seattle, WA 98104**

### **City Council**

*Debora Juarez, Council President*

*Lisa Herbold, Member*

*Andrew J. Lewis, Member*

*Tammy J. Morales, Member*

*Teresa Mosqueda, Member*

*Sara Nelson, Member*

*Alex Pedersen, Member*

*Kshama Sawant, Member*

*Dan Strauss, Member*

*Chair Info: 206-684-8805; [Debora.Juarez@seattle.gov](mailto:Debora.Juarez@seattle.gov)*

**A. CALL TO ORDER**

The City Council of The City of Seattle met in the Council Chamber in Seattle, Washington, on March 7, 2023, pursuant to the provisions of the City Charter. The meeting was called to order at 2:01 p.m., with Council President Juarez presiding.

**B. ROLL CALL**

**Present:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**C. PRESENTATIONS**

There were none.

**D. PUBLIC COMMENT**

The following individuals addressed the Council:

Howard Gale  
Carolyn Malone

*Councilmember Strauss left the Council Chambers.*

Alex Tsimmerman

*Councilmember Strauss returned to the Council Chambers.*

Marguerite Richard  
Azhanee Smith

**E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:**

[IRC 383](#)

**March 7, 2023**

**Motion was made, duly seconded and carried, to adopt the Introduction & Referral Calendar (IRC) by the following vote:**

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

**F. APPROVAL OF THE AGENDA**

Motion was made, duly seconded and carried, to adopt the proposed Agenda.

**G. APPROVAL OF CONSENT CALENDAR**

Motion was made, duly seconded and carried, to adopt the Consent Calendar.

**Journal:****1.     [Min 416](#)     February 28, 2023**

**The item was adopted on the Consent Calendar by the following vote, and the President signed the Minutes:**

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

**Bills:****2.     [CB 120519](#)     AN ORDINANCE appropriating money to pay certain claims for the week of February 20, 2023 through February 24, 2023 and ordering the payment thereof; and ratifying and confirming certain prior acts.**

**The item was passed on the Consent Calendar by the following vote, and the President signed the Council Bill:**

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

**Appointments:****NEIGHBORHOODS, EDUCATION, CIVIL RIGHTS, AND CULTURE COMMITTEE:**

3. [Appt 02460](#) **Appointment of Hajer Al-Faham as member, Seattle Immigrant and Refugee Commission, for a term to January 31, 2023.**

**The Committee recommends that City Council confirm the Appointment (Appt).**

**In Favor: 4 - Morales, Lewis, Nelson, Strauss**

**Opposed: None**

**The item was confirmed on the Consent Calendar by the following vote:**

**In Favor: 9 -** Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed: None**

4. [Appt 02461](#) **Appointment of Heather Yang Hwalek as member, Seattle Immigrant and Refugee Commission, for a term to January 31, 2023.**

**The Committee recommends that City Council confirm the Appointment (Appt).**

**In Favor: 4 - Morales, Lewis, Nelson, Strauss**

**Opposed: None**

**The item was confirmed on the Consent Calendar by the following vote:**

**In Favor: 9 -** Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed: None**

5. [Appt 02462](#) **Appointment of Gul Siddiqi as member, Seattle Immigrant and Refugee Commission, for a term to January 31, 2023.**

**The Committee recommends that City Council confirm the Appointment (Appt).**

**In Favor: 4 - Morales, Lewis, Nelson, Strauss**

**Opposed: None**

**The item was confirmed on the Consent Calendar by the following vote:**

**In Favor: 9 -** Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed: None**

6. [Appt 02463](#) **Reappointment of Naheed G. Aaftaab as member, Seattle Immigrant and Refugee Commission, for a term to January 31, 2024.**

**The Committee recommends that City Council confirm the Appointment (Appt).**

**In Favor: 4 - Morales, Lewis, Nelson, Strauss**

**Opposed: None**

**The item was confirmed on the Consent Calendar by the following vote:**

**In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss**

**Opposed: None**

7. [Appt 02464](#) **Appointment of Joelle Vedovatti as member, Seattle Youth Commission, for a term to August 31, 2023.**

**The Committee recommends that City Council confirm the Appointment (Appt).**

**In Favor: 4 - Morales, Lewis, Nelson, Strauss**

**Opposed: None**

**The item was confirmed on the Consent Calendar by the following vote:**

**In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss**

**Opposed: None**

8. [Appt 02465](#) **Appointment of Jan Hendrickson as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2023.**

**The Committee recommends that City Council confirm the Appointment (Appt).**

**In Favor: 4 - Morales, Lewis, Nelson, Strauss**

**Opposed: None**

**The item was confirmed on the Consent Calendar by the following vote:**

**In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss**

**Opposed: None**

9. [Appt 02466](#) **Appointment of Matthew Courtois as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2024.**

**The Committee recommends that City Council confirm the Appointment (Appt).**

**In Favor: 4 - Morales, Lewis, Nelson, Strauss**

**Opposed: None**

**The item was confirmed on the Consent Calendar by the following vote:**

**In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss**

**Opposed: None**

10. [Appt 02467](#) **Appointment of Margaret Norton-Arnold to the Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2026.**

**The Committee recommends that City Council confirm the Appointment (Appt).**

**In Favor: 4 - Morales, Lewis, Nelson, Strauss**

**Opposed: None**

**The item was confirmed on the Consent Calendar by the following vote:**

**In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss**

**Opposed: None**

11. [Appt 02468](#) **Reappointment of Devin McComb as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2025.**

**The Committee recommends that City Council confirm the Appointment (Appt).**

**In Favor: 4 - Morales, Lewis, Nelson, Strauss**

**Opposed: None**

**The item was confirmed on the Consent Calendar by the following vote:**

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda,  
Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

12. [Appt 02469](#) **Reappointment of JJ McKay as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2026.**

**The Committee recommends that City Council confirm the Appointment (Appt).**

**In Favor:** 4 - Morales, Lewis, Nelson, Strauss

**Opposed:** None

**The item was confirmed on the Consent Calendar by the following vote:**

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda,  
Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

13. [Appt 02479](#) **Reappointment of Nick Setten as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2026.**

**The Committee recommends that City Council confirm the Appointment (Appt).**

**In Favor:** 4 - Morales, Lewis, Nelson, Strauss

**Opposed:** None

**The item was confirmed on the Consent Calendar by the following vote:**

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda,  
Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

14. [Appt 02480](#) **Appointment of Karen True as member, Historic Seattle Preservation and Development Authority Governing Council, for a term to November 30, 2026.**

**The Committee recommends that City Council confirm the Appointment (Appt).**

**In Favor:** 4 - Morales, Lewis, Nelson, Strauss

**Opposed:** None

**The item was confirmed on the Consent Calendar by the following vote:**

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda,  
Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

## **H. COMMITTEE REPORTS**

### **CITY COUNCIL:**

1. [CB 120517](#) **AN ORDINANCE relating to City employment, commonly referred to as the First Quarter 2023 Employment Ordinance; returning positions to the civil service system; exempting positions from the civil service system; and establishing new titles and corresponding rates of pay; all by a 2/3 vote of the City Council.**

Motion was made and duly seconded to pass Council Bill 120517.

**The Motion carried, the Council Bill (CB) was passed by the following vote, and the President signed the Council Bill (CB):**

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen,  
Sawant, Strauss

**Opposed:** None

## **I. ITEMS REMOVED FROM CONSENT CALENDAR**

There were none.

## **J. ADOPTION OF OTHER RESOLUTIONS**

There were none.

## **K. OTHER BUSINESS**

There was none.

## **L. ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 2:24 p.m.

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**Emilia M. Sanchez, Deputy City Clerk**

**Signed by me in Open Session, upon approval of the Council, on March 14, 2023.**

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**Debora Juarez, Council President of the City Council**

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**Elizabeth M. Adkisson, Interim City Clerk**



## Legislation Text

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**File #:** CB 120526, **Version:** 1

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### CITY OF SEATTLE

### ORDINANCE \_\_\_\_\_

### COUNCIL BILL \_\_\_\_\_

AN ORDINANCE appropriating money to pay certain claims for the week of February 27, 2023 through March 03, 2023 and ordering the payment thereof; and ratifying and confirming certain prior acts.  
**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. Payment of the sum of \$36,252,703.46 on PeopleSoft 9.2 mechanical warrants numbered 4100666068 - 4100667872 plus manual or cancellation issues for claims, e-payables of \$329,955.34 on PeopleSoft 9.2 9100013094 - 9100013125, and electronic financial transactions (EFT) in the amount of \$86,062,580.61 are presented to the City Council under RCW 42.24.180 and approved consistent with remaining appropriations in the current Budget as amended.

Section 2. Payment of the sum of \$55,804,085.10 on City General Salary Fund mechanical warrants numbered 51379349 - 51379980 plus manual warrants, agencies warrants, and direct deposits numbered 100001 - 102847 representing Gross Payrolls for payroll ending date February 28, 2023, as detailed in the Payroll Summary Report for claims against the City that were reported to the City Council March 09, 2023, is approved consistent with remaining appropriations in the current budget as amended.

Section 3. RCW 35.32A.090(1) states, “There shall be no orders, authorizations, allowances, contracts or payments made or attempted to be made in excess of the expenditure allowances authorized in the final budget as adopted or modified as provided in this chapter, and any such attempted excess expenditure shall be void and shall never be the foundation of a claim against the city.”

Section 4. Any act consistent with the authority of this ordinance taken prior to its effective date is

ratified and confirmed.

Section 5. 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 14th day of March, 2023, and signed by me in open session in authentication of its passage this 14th day of March, 2023.

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

Approved /    returned unsigned /    vetoed this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Elizabeth M. Adkisson, Interim City Clerk

(Seal)



Legislation Text

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File #: CB 120521, Version: 1

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CITY OF SEATTLE

ORDINANCE \_\_\_\_\_

COUNCIL BILL \_\_\_\_\_

..title

AN ORDINANCE relating to the City's criminal code; amending elements and defenses of property destruction; and amending Section 12A.08.020 of the Seattle Municipal Code.

WHEREAS, graffiti remains a significant public nuisance that the City devotes millions of taxpayer dollars to combat, including the Clean City Initiative; and

WHEREAS, amending SMC 12A.08.020 to more closely align with RCW 9A.48.090 furthers the City's efforts to combat the negative effects of graffiti on the public health, safety, and welfare. Now, therefore,

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. Section 12A.08.020 of the Seattle Municipal Code, last amended by Ordinance 123191, is amended as follows:

**12A.08.020 Property destruction**

A. A person is guilty of property destruction if ~~((he or she))~~ the person intentionally:

1. ~~((Intentionally damages))~~ Damages the property of another; or

2. Writes, paints, or draws any inscription, figure, or mark of any type on any public or private building or other structure or any real or personal property owned by any other person unless the person has obtained the express permission of the owner or operator of the property.

B. 1. It is an affirmative defense to property destruction under subsection 12A.08.020.A.1 that the actor reasonably believed that he had a lawful right to damage such property.

~~((2. It is an affirmative defense to property destruction under subsection 12A.08.020.A.2 that the actor~~

~~had obtained express permission of the owner or operator of the building, structure, or property.))~~

C. Property destruction is a gross misdemeanor.

Section 2. 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 \_\_\_\_\_, 2023, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachments (if any):

## SUMMARY and FISCAL NOTE\*

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
City Attorney's Office	Ann Davison	

*\* 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 City's criminal code; amending elements and defenses of property destruction; and amending Section 12A.08.020 of the Seattle Municipal Code.

**Summary and Background of the Legislation:** The amendment modifies the crime of misdemeanor property destruction to conform it to the corollary state statute, RCW 9A.48.090. The amendment modifies subsection 2 so that express permission of the owner is no longer an affirmative defense. Under the amendment, lack of express permission is an element of the crime defined in subsection 2. In addition, the amendment clarifies the mental state requirement to clarify that conduct is prohibited only if it is done "intentionally."

### 2. CAPITAL IMPROVEMENT PROGRAM

**Does this legislation create, fund, or amend a CIP Project?** ☐ Yes ☒ 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 2028:

### 3. SUMMARY OF FINANCIAL IMPLICATIONS

**Does this legislation amend the Adopted Budget?** ☐ Yes ☒ No

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

Appropriation change (\$):	General Fund \$		Other \$	
	2023	2024	2023	2024
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2023	2024	2023	2024
Positions affected:	No. of Positions		Total FTE Change	
	2023	2024	2023	2024

**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?**

None anticipated.

**Are there financial costs or other impacts of *not* implementing the legislation?**

None anticipated.

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.

### 3.a. Appropriations

**\_\_\_\_\_ This legislation adds, changes, or deletes appropriations.**

Fund Name and Number	Dept	Budget Control Level Name/Number*	2023 Appropriation Change	2024 Estimated Appropriation Change
<b>TOTAL</b>				

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

**Appropriations Notes:**

### 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	2023 Revenue	2024 Estimated Revenue
<b>TOTAL</b>				

**Revenue/Reimbursement Notes:**

### 3.c. Positions

**\_\_\_\_\_ This legislation adds, changes, or deletes positions.**

**Total Regular Positions Created, Modified, or Abrogated through This Legislation, Including FTE Impact:**

Position # for Existing Positions	Position Title & Department*	Fund Name & Number	Program & BCL	PT/FT	2023 Positions	2023 FTE	Does it sunset? (If yes, explain below in Position Notes)
<b>TOTAL</b>							

\* List each position separately.

**Position Notes:**

**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. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation? No.
- d. Does this legislation affect a piece of property? No.
- e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? No

**What is the Language Access plan for any communications to the public?** There is currently no language access plan.

- f. **Climate Change Implications**
  - 1. **Emissions:** Is this legislation likely to increase or decrease carbon emissions in a material way? No.
  - 2. **Resiliency:** Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects. This legislation has no impact on climate change resiliency.
- 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 contemplate a new initiative or major programmatic expansion.

**Summary Attachments (if any):**  
None.



## Legislation Text

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**File #:** Res 32085, **Version:** 1

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### CITY OF SEATTLE

### RESOLUTION \_\_\_\_\_

A RESOLUTION supporting King County’s Crisis Care Centers Levy and urging Seattle voters to vote “Yes” on the passage of this levy on the April 25, 2023, special election ballot.

WHEREAS, the Behavioral Health and Recovery Division (BHRD) within King County’s Department of Community and Human Services (DCHS) manages public behavioral health services in King County, including Medicaid-funded services provided through the King County Integrated Care Network, the state-funded Behavioral Health Administrative Services Organization, and programs funded with revenue from the Mental Illness and Drug Dependency sales tax; and

WHEREAS, King County’s behavioral health crisis system relies heavily on phone support and outreach services, with very few options of places for persons to go to for immediate, life-saving care when in crisis; and

WHEREAS, as of September 2022, the Crisis Solutions Center, operated by Downtown Emergency Service Center and requiring mobile team, first responder, or hospital referral for entry, is the only voluntary behavioral health crisis facility for the entirety of King County, and no walk-in urgent care facility exists in King County; and

WHEREAS, a coalition of community leaders and behavioral health providers issued recommendations to Seattle and King County in an October 13, 2021 letter that included recommendations to “expand places for people in crisis to receive immediate support” and “expand crisis response and post-crisis follow up services”; and

WHEREAS, call volume to King County’s regional behavioral health crisis line increased by 25 percent

between 2019 and 2021, from 82,523 calls in 2019 to 102,754 calls in 2021; and

WHEREAS, the number of persons per year who received community-based behavioral health crisis response services in King County increased 146 percent between 2012 and 2021, from 1,764 persons served in 2012 to 4,336 persons served in 2021; and

WHEREAS, referrals for mobile crisis outreach in King County grew 15 percent between 2019 and 2021, from 4,030 referrals in 2019 to 4,648 in 2021, and responsive to this need the Council added \$1 million in ongoing City funding in 2021 to support a mobile crisis team of mental health and substance use disorder professionals; and

WHEREAS, King County's designated crisis responders conducted 14 percent more investigations for involuntary behavioral health treatment in 2021, when they investigated 9,189 cases, than in 2017 when they investigated 8,066 cases. There was a ten percent increase in detentions or revocations for involuntary hospitalization during that same period, from 4,387 in 2017 to 4,806 in 2021; and

WHEREAS, the wait time for a King County resident in behavioral crisis in a community setting to be evaluated for involuntary behavioral health treatment tripled between January 2019 and June 2022, from four days to 12 days; and

WHEREAS, the U.S. Department of Health and Human Services reported that in August 2022, the first full month that the new national 988 Suicide and Crisis Lifeline was operational, the overall volume of calls, texts, and chats to the Lifeline increased by 152,000 contacts, or 45 percent, compared to the number of contacts to the National Suicide Prevention Lifeline in August 2021; and

WHEREAS, the federal Substance Abuse and Mental Health Services Administration's (SAMHSA's) National Guidelines for Behavioral Health Crisis Care, and its vision for the implementation of the new national 988 Suicide and Crisis Lifeline, call for the development of safe places for persons in crisis to go for help as part of a robust behavioral health crisis system; and

WHEREAS, in 2021, the Washington State Legislature passed Engrossed Second Substitute House Bill 1477,

which became Chapter 302, Laws of Washington 2021, to support implementation of 988 in Washington, to further SAMHSA's overall vision and build on the crisis phone line change by expanding and transforming crisis services; and

WHEREAS, Revised Code of Washington (RCW) 71.24.025 defines crisis stabilization services to mean services such as 23-hour crisis stabilization units based on the living room model, crisis stabilization centers, short-term respite facilities, peer-operated respite services, and behavioral health urgent care walk-in centers, including within the overall crisis system components that operate like hospital emergency departments and accept all walk-ins, and ambulance, fire, and police drop-offs. Chapter 302, Laws of Washington 2021 further expressed the state legislature's intent to expand the behavioral health crisis delivery system to include these components; and

WHEREAS, multiple behavioral health system needs assessments have identified the addition of crisis facilities as top priorities to improve community-based crisis services in King County. Such assessments include the 2016 recommendations of the Community Alternatives to Boarding Task Force called for by Motion 14225, a Washington State Office of Financial Management behavioral health capital funding prioritization and feasibility study in 2018, and a Washington State Health Care Authority crisis triage and stabilization capacity and gaps report in 2019; and

WHEREAS, King County is losing mental health residential treatment capacity that is essential for persons who need more intensive supports to live safely in the community due to rising operating costs and aging facilities that need repair or replacement. As of August 2022, King County had a total of 244 mental health residential beds for the entire county, down 111 beds, or nearly one third, from the capacity in 2018 of 355 beds; and

WHEREAS, as of July 2022, King County residents who need mental health residential services must wait an average of 44 days before they are able to be placed in a residential facility; and

WHEREAS, data from the U.S. Centers for Disease Control and Prevention, the U.S. Census Bureau and the

Kaiser Family Foundation show that about three in ten adults in the United States reported symptoms of anxiety or depressive disorder in June 2022, up from one in ten adults who reported these symptoms in 2019; and

WHEREAS, the National Council for Mental Wellbeing's 2022 access to care survey found that 43 percent of U.S. adults who say they need mental health or substance use care did not receive that care, and they face numerous barriers to accessing and receiving needed treatment; and

WHEREAS, according to the Washington State Department of Social and Health Services, the number of Medicaid enrollees in King County with an identified mental health need increased by approximately 34 percent for adults and nine percent for youth between 2019 and 2021; and

WHEREAS, Seattle Public Schools and the students who attend these schools have identified significant unmet need for mental health care for youth; and

WHEREAS, Seattle is a hub of regional mass transit thus generally more accessible by youth than other locations within King County; and

WHEREAS, the Washington State Department of Social and Health Services reports that in 2021, among those enrolled in Medicaid in King County, nearly half of adults and over a third of youth with an identified mental health need did not receive treatment; and

WHEREAS, SAMHSA's National Guidelines for Behavioral Health Crisis Care recommend including peers with lived experience of mental health conditions or substance use disorders on crisis response teams. Those guidelines also feature the living room model as an example of crisis service delivery innovation featuring peers; and

WHEREAS, the 2021 King County nonprofit wage and benefits survey showed that many nonprofit employees delivering critical services earn wages at levels that make it difficult to sustain a career doing community-based work in this region; and

WHEREAS, a 2021 King County survey of member organizations of the King County Integrated Care Network

found that job vacancies at these community behavioral health agencies were at least double what they were in 2019. Providers cited professionals' ability to earn more in medical systems or private practice, and the high cost of living in the King County region, as the top reasons their workers were leaving community behavioral health care; and

WHEREAS, on January 31, 2023, the King County Council passed Ordinance 2022-0399, concerning funding for mental health and substance use disorder services and providing for the submission of a property tax levy (the "Crisis Care Centers Levy") in excess of the levy limitation contained in chapter 84.55 RCW; and

WHEREAS, if approved, Crisis Care Centers Levy proceeds would fund regional behavioral health services and capital facilities, including the establishment and operation of a regional network of behavioral health crisis care centers; the preservation, expansion, and maintenance of residential treatment facilities; the provision of behavioral health workforce supports, mobile crisis care, and post-discharge stabilization; and the administration, coordination, implementation, and evaluation of levy activities; and

WHEREAS, investments made with Crisis Care Centers Levy proceeds will positively affect the lives of Seattle residents who have been impacted by the limited availability of walk-in crisis care and stabilization support and of community-based residential treatment for people with mental health needs, and the investments will both create incentives for the retention of community-based health care providers in their current positions and grow the pipeline for this workforce through apprenticeships, access to training and education, and wrap-around supports; and

WHEREAS, after notice in accordance with RCW 42.17A.555 and Seattle Municipal Code Section 2.04.300, persons in favor of the Crisis Care Centers Levy and those opposed to it have been given an equal opportunity to share their views in an open public meeting; NOW, THEREFORE,

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

**CONCURRING, THAT:**

Section 1. The Mayor and Seattle City Council support King County's Crisis Care Centers Levy and urge Seattle voters to vote "Yes" on its passage in the April 25, 2023 special election.

Section 2. The Mayor and Seattle City Council support the location in Seattle of a future crisis care center, funded by King County's Crisis Care Levy, that will serve youth younger than 19.

Adopted by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and signed by me in open session in authentication of its adoption this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

The Mayor concurred the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Elizabeth M. Adkisson, Interim City Clerk

(Seal)

## **SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
LEG	Ann Gorman/507-4126	

*\* 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 supporting King County’s Crisis Care Centers Levy and urging Seattle voters to vote “Yes” on the passage of this levy on the April 25, 2023, special election ballot.

**Summary and Background of the Legislation:** On January 31, 2023, the King County Council passed Ordinance 2022-0399, concerning funding for mental health and substance use disorder services and providing for the submission of a property tax levy (the “Crisis Care Centers Levy”) in excess of the levy limitation contained in chapter 84.55 RCW, which would authorize an additional nine-year levy for collection beginning in 2024 at \$0.145 per \$1,000 of assessed valuation. Through 2032, funds collected via the levy would total approximately \$1.25 billion.

Levy funds would support the creation of five Crisis Care Centers where King County residents can obtain walk-in urgent care for behavioral health concerns and provide increased funding for mental health residential treatment. They will also make various investments to support the County’s current and future behavioral health workforce. If the levy is passed by voters, the anticipated cost to the owner of a median-value home would be approximately \$121 in 2024. King County would develop a detailed spending plan for levy funds by the end of 2023.

### **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.

<b>Project Name:</b>	<b>Project I.D.:</b>	<b>Project Location:</b>	<b>Start Date:</b>	<b>End Date:</b>	<b>Total Project Cost Through 2028:</b>

### **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.

<b>Appropriation change (\$):</b>	<b>General Fund \$</b>		<b>Other \$</b>	
	<b>2023</b>	<b>2024</b>	<b>2023</b>	<b>2024</b>

Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2023	2024	2023	2024
Positions affected:	No. of Positions		Total FTE Change	
	2023	2024	2023	2024

**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.

**Are there financial costs or other impacts of *not* implementing the legislation?**

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?**

No.

**b. Is a public hearing required for this legislation?**

No.

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

No.

**d. Does this legislation affect a piece of property?**

No.

**e. 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?**

The King County Crisis Care Centers levy, described above, seeks to build, restore and maintain investments that help people move from mental and behavioral health crisis to recovery. The insufficiency of current resources in this area disproportionately impacts those without private insurance, who are more likely to be members of vulnerable or historically disadvantaged communities.

Dan Malone, the executive director of the Downtown Emergency Service Center (DESC), recently told a reporter that the current need for on-scene crisis response exceeds the capacity of DESC's Mobile Crisis Team (MCT). He further commented that when the MCT can't respond, the person experiencing a crisis often ends up either in the emergency room or booked into a jail for a minor crime, although what is needed is a safe place to meet basic

needs and address the cause of the crisis. The result is the effective criminalization of poverty and mental and behavioral health crisis issues. Since Black and brown people are overpoliced thus overrepresented in jail populations, the Crisis Care Centers levy's future funding of such safe places will significantly benefit them and their families.

**f. Climate Change Implications**

**1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?**

No.

**2. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

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)?**

**Summary Attachments (if any):**

Summary Attachment 1 - King County Crisis Care Centers Levy – Crisis Care Centers

Summary Attachment 2 - King County Crisis Care Centers Levy – Residential Treatment Facilities

Summary Attachment 3 - King County Crisis Care Centers Levy – Supporting and Growing our Behavioral Health Workforce



# Crisis Care Centers Levy



*Creating a regional network of crisis care centers, preserving and increasing residential treatment beds, and investing in a robust behavioral health workforce.*

## Places to Go in a Crisis— Five New Crisis Care Centers Across the Region



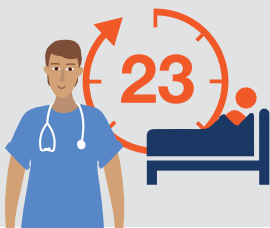
### What is a Crisis Care Center?

**A place for people to go in a behavioral health crisis for immediate treatment and care.** A regional network of five Crisis Care Centers will provide a nearby place that isn't the emergency room or jail where people in crisis can get same-day access to multiple types of behavioral health crisis stabilization services.

Right now, there is not a single walk-in behavioral health urgent care facility in King County. When people in crisis have no place to go for care, too many end up in jails or emergency rooms. Instead, a Crisis Care Center will provide a safe place in community specifically designed, equipped and staffed for behavioral health urgent care. These Centers will provide immediate mental health and substance use treatment and promote long-term recovery. First responders, mobile crisis teams, families, and people in crisis themselves need places that provide same-day, no-wrong-door crisis care.

### With the right care, people can and do get better. The five Crisis Care Centers will:

**Offer immediate on-site crisis support with 23-hour observation**



**Open 24 hours, seven days a week as a behavioral health urgent care clinic**



**Offer a multidisciplinary staff team, including peers with lived experience**



**Deliver on-site evaluation for involuntary treatment when necessary**



**Screen and triage treatment needs for people seeking care for themselves and for those referred by first responders, crisis response teams, and family members**



**Accept any person, with or without insurance**



**Provide a crisis stabilization bed for short-term behavioral health treatment for up to 14 days**

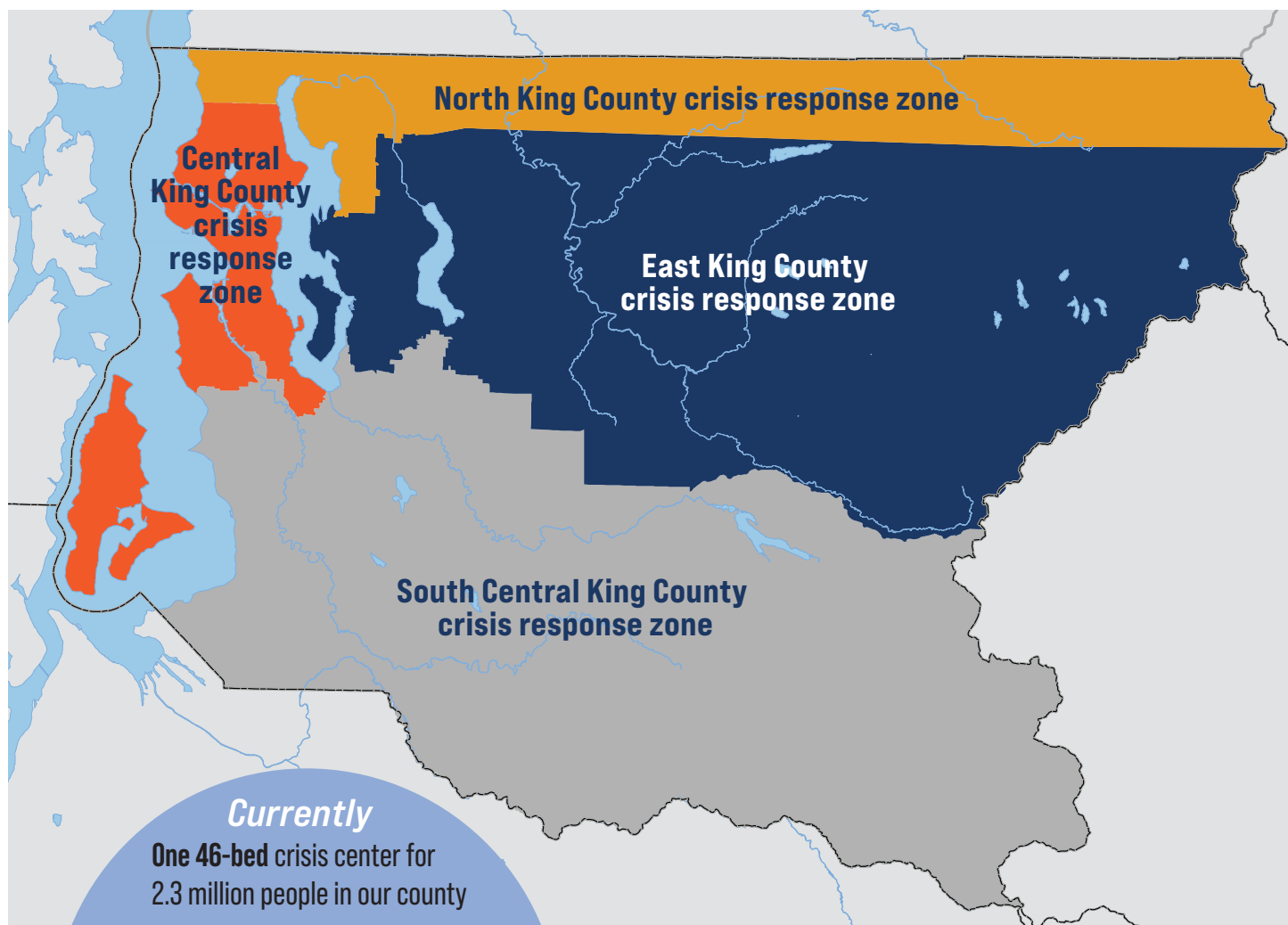


*The absence of walk-in, regionally distributed crisis care units leads to higher costs, unnecessary travel, long wait times, and delays to time-sensitive care.*

Without behavioral health urgent care, too often people must choose between no care or placement in jails or emergency rooms

## Geographic distribution of Crisis Care Centers

The five Crisis Care Centers will be distributed geographically across the county so that first responders, crisis response teams, families and individuals have a place nearby to turn to in a crisis. **One center will serve youth younger than age 19, and at least one will be established in each of these four subregional zones:**





# Crisis Care Centers Levy



*Creating a regional network of crisis care centers, preserving and increasing residential treatment beds, and investing in a robust behavioral health workforce.*

## Places to Recover— Residential Treatment Facilities

King County has lost one-third of residential treatment beds at a time our region needs more behavioral health care facilities.



*Cascade Hall press conference*

Residential treatment facilities provide:

- 24/7 treatment in a safe, supportive environment where people can receive intensive services to stabilize and recover from behavioral health conditions
- Access to treatment and recovery in a community-based setting, avoiding or shortening more costly hospital stays
- Long-term treatment as opposed to jail or institutionalization

Residential treatment supports clients in their recovery journey by helping them identify and overcome barriers to basic living skills and developing and practicing those skills. Geared toward longer stays, residential treatment can be the best and most cost-effective treatment. Clients have meals provided, receive reminders for activities of daily living such as reminders to shower, do laundry, eat meals, take any prescribed medication, clean their room, schedule and attend doctor's appointments, attend group meetings on-site, and participate in outings.



### The need for residential treatment dramatically outstrips what is available now.

Between 2016 and 2020, King County providers identified over **6,000 people** who would be best served by residential services, according to a screening tool as well as other indicators of need such as homelessness, jail bookings, emergency room visits, crisis program encounters, and involuntary treatment act hospitalizations. Only **315 new people** were authorized for residential treatment during this five year period.

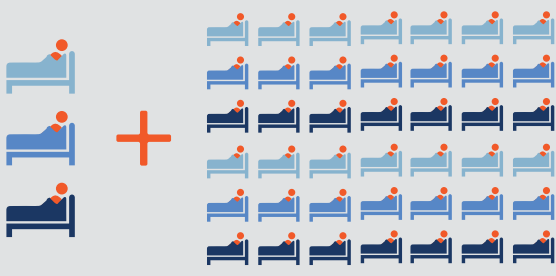
# Loss of capacity means a loss of care

King County is rapidly losing residential treatment capacity due to rising operating costs and aging facilities that need repair or replacement. There were not enough residential treatment beds in the first place.

The Crisis Care Centers Levy will provide funding to restore mental health residential treatment to 2018 levels. **This funding will reinforce existing, licensed facilities that may otherwise close, restore facilities that recently closed where possible, and create new ones by:**

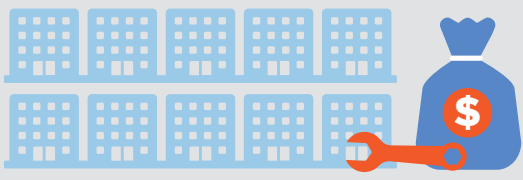
1.

Adding new beds to regain the 111 lost since 2018




2.

Providing capital and maintenance funding to preserve our remaining 7 residential facilities




## Current residential treatment capacity

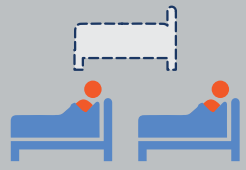
People who need a behavioral health supportive housing unit or psychiatric residential treatment bed find that providers **reach capacity** by mid-month.




In 2018, 355 beds providing community-based residential care for people with mental health residential needs existed in King County. Today, **only 244** of these beds are available.



Loss of 1 in 3 residential treatment beds in since 2018.



As of July 2022, King County residents who need mental health residential services must wait an average of **44 days** before they are able to be placed in a residential facility.



DCE: 13064a-handout2



# Crisis Care Centers Levy



*Connecting the behavioral health crisis system to be more effective, more accessible, and more equitable so every person in King County can thrive.*

## It Takes People to Treat People— Supporting and Growing our Behavioral Health Workforce

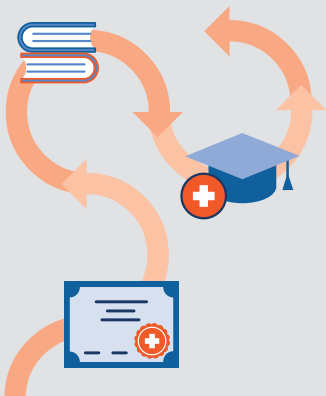
King County has an opportunity to create a robust, representative, and well-supported workforce of the future. Together, we can reset the benchmark and have a sustainable behavioral health system that meets the needs of King County residents.

Too many behavioral health workers cannot afford to live in the communities they serve. Too few people are joining this profession, and too many people are leaving it.

The Crisis Care Centers Levy will support the behavioral healthcare workforce through investments like these:

### Keeping our workers:

- Promote career pathways to access higher education, credentialing, training and wrap-around supports



### Increasing worker wages:

- Provide equitable and competitive compensation for workers at Crisis Care Centers
- Invest in retaining more, and more representative, people in community-based behavioral healthcare



### Recruiting new workers:

- Invest in apprenticeship programs with funding for mentors, books, and tuition



### Reducing costs for workers:

- Reduce costs of living, such as insurance, childcare, caregiving, or fees or tuition associated with training and certification, where possible



### Currently

The 2021 King County nonprofit wage and benefits survey showed that many nonprofit employees delivering critical services earn wages at levels that make it difficult to sustain a career doing community-based work in this region.



### Currently

A 2021 King County survey of member organizations of the King County Integrated Care Network found that job vacancies at these community behavioral health agencies were at least double what they were in 2019.



### Currently

Providers cited professionals' ability to earn more in medical systems or private practice, and the high cost of living in the King County region, as the top reasons their workers were leaving community behavioral health care, in the same member survey.



*"I help my clients during the day, and then in the evening I'm looking for a place to live and using the same services I recommend to my clients."*

- **Behavioral health peer**, who is homeless despite having a full-time job, at a roundtable discussion with Executive Constantine



*"Choosing to do work we care about should not mean sacrificing a living, thriving wage. By committing that these centers will open with wages that recruit and retain workers, rather than the low wages that exist in the field today, we are righting a wrong."*

- **Kristen Badin**, Crisis Counselor, SEIU 1199NW.

DCE: 13064a handout3



## Legislation Text

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**File #:** CB 120523, **Version:** 1

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### CITY OF SEATTLE

#### ORDINANCE \_\_\_\_\_

#### COUNCIL BILL \_\_\_\_\_

AN ORDINANCE relating to City employment; authorizing the execution of a Memorandum of Understanding between The City of Seattle and the Washington State Council of County and City Employees; amending Ordinance 126725, which adopted the 2023 budget; changing appropriations to various departments and budget control levels, and from various funds in the Budget; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

WHEREAS, The City of Seattle identified recruitment and retention challenges for its Prosecuting Attorneys;

and

WHEREAS, The City of Seattle and the Washington State Council of County and City Employees entered into negotiations and came to an agreement memorialized in a memorandum of understanding on wage increases for their Local 21-PA Assistant City Prosecutors bargaining unit; NOW, THEREFORE,

#### **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of The City of Seattle to execute a memorandum of understanding with the Washington State Council of County and City Employees substantially in the form attached to this ordinance as Attachment 1 and identified as “Memorandum of Understanding By and Between The City of Seattle And the Washington State Council of County and City Employees Local 21-PA Assistant City Prosecutors.”

Section 2. In order to pay for necessary costs and expenses in 2023, but for which insufficient appropriations were made due to causes that could not reasonably have been foreseen at the time of the making of the 2023 Budget, appropriations for the following items in the 2023 Budget are increased from the funds shown, as follows:

Item	Fund	Department	Budget Summary Level	Amount
2.1	General Fund (00100)	Law Department	Criminal (BO-LW-J1500)	\$933,000
<b>Total</b>				<b>\$933,000</b>

Section 3. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

Section 4. 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 a 3/4 vote of all the members of the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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Elizabeth M. Adkisson, Interim City Clerk

(Seal)

**Attachments:**

Attachment 1 - Memorandum of Understanding By and Between The City of Seattle And the Washington State Council of County and City Employees Local 21-PA Assistant City Prosecutors

**Memorandum of Understanding  
By and Between  
The City of Seattle  
And the Washington State Council of County and City Employees,  
Local 21-PA Assistant City Prosecutors**

This Memorandum of Understanding ("Memorandum" or "MOU") is entered into between the Seattle City Attorney's Office ("CAO") and Washington State Council of County and City Employees, Local 21-PA Assistant City Prosecutors ("Union" or "Local 21-PA") (Collectively, "Parties.")

WHEREAS the Seattle City Attorney's Office has an interest in the continued retention and recruitment of top legal talent in the Criminal Division to assure public safety is maintained  
WHEREAS the current pay rate for criminal prosecutors has created barriers to recruitment and retention of prosecuting attorneys in the Criminal Division  
WHEREAS the Parties are currently in the process of bargaining a new collective bargaining agreement with no certain timeline of completion  
WHEREAS time is of the essence with regard to recruitment and retention

THEREFORE, the Parties stipulate and agree to provide the following pay rate increase of 20% for effective January 1, 2023, as shown below, payable upon ratification by the Union and approval by the City Counsel of this MOU.

1. The Step Progression Program for Criminal Prosecutors remains unchanged. (e.g., if one Criminal Prosecutor was at Step 2 on the effective date of this Agreement with an expected step increase on March 1, 2023, that employee would remain at Step 2 in the new range until their regular step increase date, in this example March 1, 2023).

A. The Step Program's salary steps for 2023, upon approval of the 20% increase by the Parties:

<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>	<b><u>Step 6</u></b>
\$46.55	\$49.36	\$52.31	\$55.44	\$58.76	\$62.30

2. The Discretionary Pay Program's range for 2023, upon approval of the 20% increase by the Parties:

<b><u>Min</u></b>	<b><u>Max</u></b>
\$62.32	\$80.99

3. The Coalition of City Unions ("Coalition"), of which Local 21-PA is a member, may, during the course of current negotiations with the City of Seattle, reach agreement on an

annual pay increase for calendar year 2023, for its Coalition member unions. Local 21-PA will not be eligible for any increase that the Coalition bargains for 2023. Instead, the 20 percent wage increase percentage negotiated above for Local 21-PA will supersede and replace any 2023 wage adjustment to which the Coalition may otherwise agree.

4. The Coalition and City may, during the course of current negotiations, reach agreement on an annual pay increase for calendar year 2024 for its Coalition member unions. Local 21-PA will not be eligible for any increase that the Coalition bargains for calendar year 2024. The Parties agree there will be no additional wage increase in the above Step and Discretionary pay programs' step system or discretionary pay band for the calendar year 2024.
5. The Coalition and City may, during the course of current negotiations, reach agreement on an annual pay increase for calendar year 2025. The Parties agree that Local 21-PA will receive whatever negotiated pay increases, if any, are agreed to between the City and the Coalition for 2025.
6. The Coalition and City may, during the course of current negotiations, reach agreement on an annual pay increase for calendar year 2026. The Parties agree that Local 21-PA will receive whatever negotiated pay increases, if any, are agreed to between the City and the Coalition for 2026.
7. The Parties further agree, subject to ratification of this Agreement by the Union and Seattle City Council, that the bargained for pay increases represented above, will be incorporated into the new collective bargaining agreement and will replace the existing ranges set forth in that document.

Signed this 20th day of December, 2022

**For WSCCCE, AFSCME, AFL-CIO**

\_\_\_\_\_  
Ed Stemler Local 21-PA Business Agent

For the City of Seattle Executed Under  
Ordinance: \_\_\_\_\_

\_\_\_\_\_  
Bruce Harrell, Mayor

\_\_\_\_\_  
Ann Davison, City Attorney

  
\_\_\_\_\_  
Geoff Miller, SHR Labor Negotiator

## SUMMARY and FISCAL NOTE\*

Department:	Dept. Contact:	CBO Contact:
Seattle Department of Human Resources	Shaun Van Eyk Danielle Malcolm	Kailani DeVille

*\* 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 City employment; authorizing the execution of a Memorandum of Understanding between The City of Seattle and the Washington State Council of County and City Employees; amending Ordinance 126725, which adopted the 2023 budget; changing appropriations to various departments and budget control levels, and from various funds in the Budget; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

**Summary and Background of the Legislation:** This legislation authorizes a Memorandum of Understanding (“MOU”) between the City of Seattle (“City”) and the Memorandum of Understanding By and Between The City of Seattle And the Washington State Council of County and City Employees for the Local 21-PA Assistant City Prosecutors bargaining unit (“21PA”). The City and Local 21PA entered into negotiations after the City identified a need to increase pay to address recruiting and retention challenges for staffing Prosecuting Attorney positions. Prosecuting Attorneys play a critical role in enforcing City laws.

The MOU provides for a 20 percent increase to wages effective on January 1, 2023. The City and Local 21PA agreed that additional wage increases bargained with the Coalition of City Unions (“Coalition”) would not also be applied to the Local 21PA bargaining unit for 2023 and 2024. Should the City and the Coalition come to an agreement on wage increases for 2025 and/or 2026, those increases would apply to members of Local 21PA.

The bill also appropriates \$933,000 which represents the amount the City Attorney’s Office will need to fulfill the terms of the MOU in 2023. The increased labor costs will be included in the City Attorney’s Office base budget in future years. Funds supporting this appropriations increase were held in the City’s unbudgeted labor planning reserves.

### 3. SUMMARY OF FINANCIAL IMPLICATIONS

**Does this legislation amend the Adopted Budget?**

  X   Yes      No

Appropriation change (\$):	General Fund \$		Other \$	
	2023	2024	2023	2024
	\$933,000			
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2023	2024	2023	2024

Positions affected:	No. of Positions		Total FTE Change	
	2023	2024	2023	2024

**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?**

The financial impacts are outlined in the summary of the legislation. The increased labor costs beyond what is provided in this bill will be included in the City Attorney's Office base budget in future years. Funds supporting this appropriations increase were held in the City's unbudgeted labor planning reserves.

**Are there financial costs or other impacts of *not* implementing the legislation?**

If this MOU is not legislated, The City cannot implement wage increases and will continue to struggle to fill positions for Prosecuting Attorneys, which will impact the City's ability to enforce its laws. There may be other implications of not authorizing the MOU.

**X This legislation adds, changes, or deletes appropriations.**

Fund Name and Number	Dept	Budget Control Level Name/Number*	2023 Appropriation Change	2024 Estimated Appropriation Change
General Fund 00100	Law Department	Criminal (BO-LW-J1500)	\$933,000	\$933,000
<b>TOTAL</b>			\$933,000	\$933,000

**4. OTHER IMPLICATIONS**

- Does this legislation affect any departments besides the originating department?** Yes, this legislation has cost impacts to the City Attorney's Office.
- Is a public hearing required for this legislation?**  
No.
- Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**  
No.
- Does this legislation affect a piece of property?**  
No.

- e. **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.
- f. **Climate Change Implications**
  - 1. **Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?** No.
  - 2. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.** 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)?**  
N/A.



## Legislation Text

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**File #:** CB 120524, **Version:** 1

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### CITY OF SEATTLE

### ORDINANCE \_\_\_\_\_

### COUNCIL BILL \_\_\_\_\_

AN ORDINANCE relating to City employment; authorizing the execution of a Memorandum of Understanding between The City of Seattle and the International Brotherhood of Electrical Workers Local 77; amending Ordinance 126725, which adopted the 2023 budget; changing appropriations to various departments and budget control levels, and from various funds in the Budget; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

WHEREAS, The City of Seattle identified a need to adjust working conditions of certain International

Brotherhood of Electrical Workers union members to manage a backlog of over 24,000 electrical meter installations; and

WHEREAS, The City of Seattle and the International Brotherhood of Electrical Workers Local 77 entered into negotiations to bargain the impacts of changes to such working conditions and came to an agreement as memorialized in a memorandum of understanding; NOW, THEREFORE,

### **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of The City of Seattle to execute a memorandum of understanding with the International Brotherhood of Electrical Workers Local 77 substantially in the form attached to this ordinance as Attachment 1 and identified as “Memorandum of Understanding By and Between City of Seattle, Seattle City Light And International Brotherhood of Electrical Workers, Local 77.”

Section 2. In order to pay for necessary costs and expenses in 2023, but for which insufficient appropriations were made due to causes that could not reasonably have been foreseen at the time of the making of the 2023 Budget, appropriations for the following items in the 2023 Budget are increased from the funds

shown, as follows:

Item	Fund	Department	Budget Summary Level	Amount
2.1	Light Fund (41000)	City Light	Utility Operations (BO-CL- UTILOPS)	\$472,000
<b>Total</b>				<b>\$472,000</b>

Section 3. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

Section 4. 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 a 3/4 vote of all the members of the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachments:

Attachment 1 - Memorandum of Understanding By and Between City of Seattle, Seattle City Light And International Brotherhood of Electrical Workers, Local 77

## **MEMORANDUM OF UNDERSTANDING**

**By and Between**

**CITY OF SEATTLE,**

**SEATTLE CITY LIGHT**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 77**

### **Regarding Technical Metering and Automated Metering Infrastructure (AMI)**

This Memorandum of Understanding ("MOU") is made and entered between the City of Seattle (the "City"), Seattle City Light ("SCL"), and International Brotherhood of Electrical Workers, Local 77 (the "Union"), (collectively, the "Parties"). The Parties signatory hereto agrees to the following Understanding:

SCL is committed to providing accurate and timely bills to customers. Effective Technical Metering operations is a critical function to meeting this obligation. In 2016, SCL paused disconnection of service for nonpayment when the new billing system was implemented. This disconnect moratorium has been extended for the last two years due to the COVID-19 pandemic. This has resulted in thousands of customers in arrears. When SCL resumes credit related disconnects, the disconnect and reconnect process must be performed in a timely and efficient manner.

SCL has implemented an automated metering infrastructure ("AMI") system and deployed AMI meters to a majority of residential customers in the service territory. These meters have two-way communication capability. This data is captured, and the system is designed to self-resolve some issues and/or generate Field Activities ("FA") that would require a Meter Electrician to respond. Most of those meters allow for remote disconnect and reconnect through a computer application. SCL Customer Operations staff perform account analysis and verification to determine if an account is eligible for services disconnect. SCL has approximately 24,000 meters remaining to install.

SCL will focus the SCL Meter Electricians and other SCL qualified electrical workers to resolve the metering tasks as outlined in the contract by efficiently planning the work, providing overtime opportunities, and will make efforts to fill Meter Electrician vacancies.

Effective June 29, 2022, all meter electrician classification wages shall be increased by 5%.

## 1. Single Phase 120/240 V, 120/208 V up to 225A Disconnects and Reconnects

- a) Manual Field disconnects and reconnects may be performed by a trained Field Credit Representative. If the meter has a bypass the work will be sent to Technical Metering Operations for disconnect/reconnect.
- b) Remote disconnects and reconnects will be performed by Customer Operations staff.
- c) Efforts will be made to exchange meters in advance or during a disconnect to prevent future manual field disconnects and reconnects.
- d) The provisions of the Electrical Helper Memorandum of Understanding dated October 7, 2022 shall supersede the provisions of this Memorandum of Understanding.

## 2. Commercial Three Phase Service Disconnects and Reconnects

- a) SCL qualified journey level Meter Electrician will perform field disconnect and reconnect for accounts designated as eligible for service interruption by the Customer Operations staff.
- b) Restoration of service after a customer has paid will be priority work.
- c) Remote disconnects and reconnects will be performed by Customer Operations staff – if meter is remote capable.

## Stations/Generation Metering

SCL will provide training for all interested Meter Electricians to conduct stations/generation metering work. SCL Meter Electricians assigned to the stations/generation work will be offered all out-of-town stations/generation meter work assignments. If a Meter Electrician assigned to stations/generation work is not able to travel then volunteers will be sought from the list of other qualified and trained meter electricians. Those trained Meter Electricians will be the group selected to fill in when necessary.

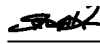
City of Seattle, Seattle City Light:

IBEW Local 77:

By: \_\_\_\_\_

Bruce Harrell, Mayor

Date Signed: \_\_\_\_\_

By:  \_\_\_\_\_

Steve Kovac, Local 77 Business Rep

Date Signed: 01/05/2023

By:  \_\_\_\_\_

Debra Smith, General Manager/CEO

Date Signed: 01/05/2023

By:  \_\_\_\_\_

Richard Groff, City Labor Negotiator

Date Signed: 01/05/2023

## **SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Seattle Department of Human Resources	Rich Groff Shaun Van Eyk	Kailani DeVille

*\* 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 City employment; authorizing the execution of a Memorandum of Understanding between The City of Seattle and the International Brotherhood of Electrical Workers Local 77; amending Ordinance 126725, which adopted the 2023 budget; changing appropriations to various departments and budget control levels, and from various funds in the Budget; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

**Summary and Background of the Legislation:** This legislation authorizes a memorandum of understanding (“MOU”) between the City of Seattle (“City”) and the International Brotherhood of Electrical Workers, Local 77 (“Local 77”). The City and Local 77 entered into negotiations after the City identified a need to scale up its workforce to install over 24,000 electrical meters.

The MOU provides for changes to certain working conditions to allow for training and installation of meters. Additionally, effective June 29, 2022, members in the Meter Electrician classification series will receive a five percent wage increase. This modified approach to the work will improve the accuracy and timeliness of bills to customers, allow for the resumption of collections, enable reconnection and disconnection of meters remotely, and support City Light’s mission of customer service, workforce agility and operational efficiency.

The bill also appropriates \$472,000 which represents the amount City Light will need to fulfill the terms of the MOU in 2023. The increased labor costs will be included in City Light’s base budget in future years. Funds supporting this appropriations increase were held in the City’s unbudgeted labor planning reserves.

### **2. CAPITAL IMPROVEMENT PROGRAM**

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

### 3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget?

X  Yes   No

Appropriation change (\$):	General Fund \$		Other \$	
	2023	2024	2023	2024
			\$472,000	\$472,000
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2023	2024	2023	2024
Positions affected:	No. of Positions		Total FTE Change	
	2023	2024	2023	2024

**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?**

The financial impacts are outlined in the summary of the legislation. The increased labor costs beyond what is provided in this bill will be included in City Light's base budget in future years. Funds supporting this appropriations increase were held in the City's unbudgeted labor planning reserves.

**Are there financial costs or other impacts of *not* implementing the legislation?**

If this MOU is not legislated, The City cannot implement the changes to wages and working conditions to address the backlog of meter installations. There may be other implications of not authorizing the MOU.

#### 3.a. Appropriations

X  This legislation adds, changes, or deletes appropriations.

Fund Name and Number	Dept	Budget Control Level Name/Number*	2023 Appropriation Change	2024 Estimated Appropriation Change
Light Fund (41000)	City Light	Utility Operations (BO-CL-UTILOPS)	\$472,000	\$472,000
TOTAL				472,000

**Appropriations Notes:** This increase will be an ongoing cost contained in SCL's annual budget.

### **3.b. Revenues/Reimbursements**

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

### **3.c. Positions**

\_\_\_ This legislation adds, changes, or deletes positions.

## **4. OTHER IMPLICATIONS**

- a. Does this legislation affect any departments besides the originating department? Yes, this legislation has operational and cost impacts to City Light.
- b. Is a public hearing required for this legislation?  
No.
- c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?  
No.
- d. Does this legislation affect a piece of property?  
No.
- e. 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.
- f. **Climate Change Implications**
  - 1. **Emissions:** Is this legislation likely to increase or decrease carbon emissions in a material way? No.
  - 2. **Resiliency:** Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects. 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)?**  
The change to employee working conditions as bargained in the MOU work will improve the accuracy and timeliness of bills to customers, allow for the resumption of collections, enable reconnection and disconnection of meters remotely, and support City Light's mission of customer service, workforce agility and operational efficiency.



## Legislation Text

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**File #:** CB 120522, **Version:** 1

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### CITY OF SEATTLE

#### ORDINANCE \_\_\_\_\_

#### COUNCIL BILL \_\_\_\_\_

AN ORDINANCE relating to the Downtown Seattle Transit Tunnel; authorizing execution of a Downtown Seattle Transit Tunnel Transfer and Conveyance Agreement on behalf of The City of Seattle with the Central Puget Sound Regional Transit Authority ("Sound Transit") and King County; and ratifying and confirming certain prior acts.

WHEREAS, in 1990, the Municipality of Metropolitan Seattle, now merged with King County, completed construction of the Downtown Seattle Transit Tunnel ("DSTT" or "the tunnel"), an approximately 1.3-mile-long pair of transit tunnels that provide an additional right of way for transit vehicles in downtown Seattle; and

WHEREAS, from 2009, when the Central Puget Sound Regional Transit Authority ("Sound Transit") commenced light rail service in the tunnel, to 2019, the tunnel was jointly used by King County buses, Sound Transit buses, and Sound Transit light rail; and

WHEREAS, in March 2019, all bus operations in the tunnel ceased after King County sold its Convention Place Station property, the northern terminus for buses entering and exiting the tunnel, to the Washington State Convention Center for use as the site of a new convention center addition project. Sound Transit continues to operate light rail in and through the tunnel; and

WHEREAS, King County's Metro Transit department and Sound Transit have successfully negotiated an agreement to transfer ownership of the tunnel which includes the following related agreements: Tunnel Assets Transfer and Conveyance Agreement between King County, Sound Transit and the City of Seattle; Quitclaim Deed; Metro Facilities Agreement addressing retained and potential future Metro

transit department assets located in the tunnel; and

WHEREAS, the DSTT Transfer and Conveyance Agreement (“Conveyance Agreement”) is attached as Exhibit D to the Downtown Seattle Transit Tunnel Transfer Agreement, which has been approved by both the Sound Transit Board and King County Council; and

WHEREAS, the Conveyance Agreement terminates the 1985 Master Cooperation Agreement by and between the City of Seattle and the Municipality of Metropolitan Seattle for the Downtown Seattle Transit Project authorized by City Ordinance 119975 (“Master Cooperation Agreement”) in which the City granted Metro (now the County) the right to use the City right-of-way for the DSTT for so long as it is used for public transportation purposes; and

WHEREAS, the Conveyance Agreement terminates the Agreement between the City, King County, and Sound Transit regarding the Design, Construction, Operation and Maintenance of the Downtown Seattle Transit Tunnel and Related Facilities between and among King County, the City of Seattle and the Central Puget Sound Regional Transit Authority revised June 24, 2002 (the “Joint Operating Agreement”), in which the parties agreed to joint use of the DSTT by Sound Transit and the County for transportation purposes and in which the City acknowledged that the public transportation uses of the DSTT contemplated in the Joint Operating Agreement are specifically authorized under both the Master Cooperation Agreement and the Agreement between the City of Seattle and Sound Transit for Grant of Non-Exclusive Use of a Light Rail Transit Way as Related to the Central Link Light Rail Project, dated July 2000 and authorized by City Ordinance 119975 (the “Transit Way Agreement”); NOW, THEREFORE,

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. The Director of Transportation, or designee, is authorized to execute, for and on behalf of The City of Seattle, the DSTT Transfer and Conveyance Agreement, in the form attached as Exhibit D to the Downtown Seattle Transit Tunnel Transfer Agreement, also attached to this ordinance as Attachment 1.

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 \_\_\_\_\_, 2023, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachment:

Attachment 1 - Exhibit D DSTT Transfer and Conveyance Agreement

## **EXHIBIT D**

### **DSTT TRANSFER AND CONVEYANCE AGREEMENT**

THIS DSTT TRANSFER AND CONVEYANCE AGREEMENT (“Conveyance Agreement”) is entered into by and between King County (“County”), the Central Puget Sound Regional Transit Authority (“Sound Transit”) and the City of Seattle (“City”) (collectively, the “parties”). This Conveyance Agreement shall be effective as of the date it has been executed by all parties (“Effective Date”).

#### **RECITALS**

1. The Downtown Seattle Transit Tunnel Transfer Agreement between the County and Sound Transit dated \_\_\_\_\_ (“Transfer Agreement”) sets forth the terms and conditions by which the County will transfer the Downtown Seattle Transit Tunnel, including certain DSTT Assets (collectively, “DSTT”) to Sound Transit. Terms not otherwise defined herein shall have the meaning given to them in the Transfer Agreement.
2. This Conveyance Agreement implements the assignments, transfers and conveyances set forth in the Transfer Agreement as of the Closing Date.
3. This Conveyance Agreement terminates two agreements as of the Closing Date:
  - The 1985 Master Cooperation Agreement by and between the City of Seattle and the Municipality of Metropolitan Seattle for the Downtown Seattle Transit Project authorized by City Ordinance 119975 (“Master Cooperation Agreement”) in which the City granted Metro (now the County) the right to use the City right-of-way for the DSTT for so long as it is used for public transportation purposes.
  - The Agreement regarding the Design, Construction, Operation and Maintenance of the Downtown Seattle Transit Tunnel and Related Facilities between and among King County, the City of Seattle and the Central Puget Sound Regional Transit Authority revised June 24, 2002 (the “Joint Operating Agreement”), in which the parties agreed to joint use of the DSTT by Sound Transit and the County for transportation purposes and in which the City acknowledged that the public transportation uses of the DSTT contemplated in the Joint Operating Agreement are specifically authorized under both the Master Cooperation Agreement and the Agreement between the City of Seattle and Sound Transit for Grant of Non-Exclusive Use of a Light Rail Transit Way as Related to the Central Link Light Rail Project, dated July 2000 and authorized by City Ordinance 1199975 (the “Transit Way Agreement”).

4. The County and Sound Transit represent and warrant that the Conditions to Closing set forth in the Transfer Agreement have been met or waived.
5. The Closing Date is \_\_\_\_\_.

In consideration of the mutual covenants set forth below and in the Transfer Agreement the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## **AGREEMENT**

### **1.0 TRANSFER AND CONVEYANCE OF DSTT**

1.1 The DSTT is hereby transferred and conveyed to Sound Transit as of the Closing Date by the County's delivery of a fully executed copy of this Conveyance Agreement to Sound Transit. With this Conveyance Agreement, the County shall also deliver to Sound Transit a Quitclaim Deed conveying, transferring, and assigning the real property, easements, rights, interests, and obligations identified in Exhibit B to the Transfer Agreement. The Quitclaim Deed shall provide that it is subject to the terms of this Conveyance Agreement and its exhibits. A fully executed copy of this Conveyance Agreement and its exhibits shall be attached to the deed and recorded in the real property records of King County Washington.

1.2 Pursuant to the terms of the Metro Facilities Agreement attached hereto as Exhibit D-1, the County shall retain all right, title, ownership and rights of use to the Retained Assets.

### **2.0 TERMINATION OF MASTER COOPERATION AGREEMENT**

2.1 As of the Closing Date, the Master Cooperation Agreement is terminated.

### **3.0 TERMINATION OF JOINT OPERATING AGREEMENT**

3.1 As of the Closing Date, the Joint Operating Agreement is terminated.

### **4.0 IMPLEMENTATION OF THE TRANSITWAY AGREEMENT**

4.1 Prior to the Closing Date, Sound Transit and the City shall implement provisions of the Transitway Agreement authorized by Ordinances 119975 and 120788 (the "Transitway Agreement") to reflect the transfer of the DSTT.

4.2 As of the Closing Date, Sound Transit and the City intend for the DSTT to be a part of the Light Rail Transit System under the Transitway Agreement. Specifically, the parties intend for the DSTT to become a Light Rail Transit Facility and a Light Rail Transit Station as defined in Sections 1.7 and 1.8 of the Transitway Agreement. Pursuant to Sections 1.7, 1.8 and 1.9 of the Transitway Agreement, Light Rail Transit Facilities and Light Rail Transit Stations are a part of the Light Rail Transit System.

4.3 The parties shall implement Section 4.2 and incorporate the DSTT into the definition of Light Rail Transit System via the procedure outlined in Section 2.1 of the Transitway Agreement. Specifically, the Director of Seattle Transportation will file with the City Clerk the Final Right of Way Plans for the DSTT provided by Sound Transit and as contemplated in Section 2.1 of the Transitway Agreement. Sound Transit and the City acknowledge and agree that this filing with the City Clerk fulfills the requirements of the Transitway Agreement and all terms and conditions of the Transitway Agreement shall apply to the DSTT located within the City street right of way.

## **5.0 CITY ACKNOWLEDGEMENT OF TRANSFER**

5.1 As of the Closing Date, the City acknowledges that Sound Transit owns and possesses the DSTT, a portion of which is located within City street right of way, and that all rights to the use of the DSTT for public transportation purposes previously authorized under the Master Cooperation Agreement have been transferred to Sound Transit as contemplated in the Transfer Agreement and are specifically authorized through the implementation of the Light Rail Transit Way Agreement described in this Conveyance Agreement.

5.2 As of the Closing Date, the City further acknowledges that King County owns and possesses the Retained Assets, a portion of which are located within City street right of way, and that the use of the Retained Assets and Future Assets for public transportation purposes as contemplated in the Facilities Agreement is specifically authorized under the Light Rail Transit Way Agreement.

SIGNATURES APPEAR ON FOLLOWING PAGE

KING COUNTY METRO

By: \_\_\_\_\_

Date: \_\_\_\_\_

KING COUNTY FACILITIES  
MANAGEMENT DIVISION

By: \_\_\_\_\_  
Anthony Wright, Director

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Name, Title

SOUND TRANSIT

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Name, Title

THE CITY OF SEATTLE

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Name, Title

**EXHIBIT D-1**  
**METRO FACILITIES AGREEMENT**

## **SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Seattle Dept of Transportation	Bill LaBorde	Christie Parker

*\* 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 Downtown Seattle Transit Tunnel; authorizing execution of a Downtown Seattle Transit Tunnel Transfer and Conveyance Agreement on behalf of The City of Seattle with the Central Puget Sound Regional Transit Authority (“Sound Transit”) and King County; and ratifying and confirming certain prior acts.

#### **Summary and Background of the Legislation:**

Metro, since merged with King County, completed the 1.3-mile Downtown Seattle Transit Tunnel (“DSTT” or “the tunnel”), a subterranean tunnel couplet designed to accommodate more efficient bus operations through Downtown with a goal of eventually serving a regional rail transit system that was still very much in the early planning stages. In 1996, regional voters established the Central Puget Sound Transit Authority (“Sound Transit”) and, in 2009, Sound Transit commenced light rail service in the tunnel. Until 2019, the tunnel was jointly used by King County buses, Sound Transit buses and Sound Transit light rail. In March 2019, all bus operations in the tunnel ceased after King County sold its Convention Place Station property, the northern terminus for buses entering and exiting the tunnel, to the Washington State Convention Center for use as the site of a new convention center addition project.

With the DSTT now exclusively serving light rail, King County’s Metro Transit department and Sound Transit successfully negotiated an agreement to transfer ownership of the tunnel and which incorporated the following related agreements: DSTT Tunnel Assets Transfer and Conveyance Agreement between King County, Sound Transit and the City of Seattle; Quitclaim Deed; and a Metro Facilities Agreement addressing retained and potential future Metro transit department assets located in the tunnel (see Summary Attachment 1). While King County and Sound Transit are the only parties to the other agreements, the City of Seattle is a party to the DSTT Transfer and Conveyance Agreement (“Conveyance Agreement”), attached as Exhibit D to the Downtown Seattle Transit Tunnel Transfer Agreement, and to this Council Bill as Attachment 1. Both the King County Council and the Sound Transit Board have approved authorizing actions, leaving only the City of Seattle to execute the Conveyance Agreement.

With regard to the City, the Conveyance Agreement 1) terminates the 1985 Master Cooperation Agreement between the City and Metro authorized by City Ordinance 119975 in which the City granted Metro the right to use the City right-of-way for the DSTT for so long as it is used for public transportation purposes; 2) terminates the Joint Operating Agreement between the City, King County and Sound Transit regarding Design, Construction, Operation

and Maintenance of the Downtown Seattle Transit Tunnel and Related Facilities between and among King County, the City of Seattle and the Central Puget Sound Regional Transit Authority in which the parties agreed to joint use of the DSTT by Sound Transit and the County for transportation purposes and in which the City acknowledged that the public transportation uses of the DSTT contemplated in the Joint Operating Agreement are specifically authorized under both the Master Cooperation Agreement and the July 2000 Transit Way Agreement authorized by City Ordinance 119975; 3) incorporates the DSTT transfer from Metro to Sound Transit in the Transit Way Agreement via a filing with the City Clerk; and 4) as of the closing date, acknowledges Sound Transit's ownership of the DSTT and King County's ownership of retained assets in City right-of-way as detailed in both the Conveyance and King County-Sound Transit Transfer agreements.

## 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. The Conveyance Agreement is important to King County and Sound Transit with regard to the City's recognition of the transfer and is especially important to King County in removing any question of ongoing liability for the DSTT by King County.

**Are there financial costs or other impacts of *not* implementing the legislation?**

Not directly. While the Conveyance Agreement terminates two agreements to which the City has been party - the 1985 Master Cooperation Agreement and the 2002 Joint Operating Agreement - neither agreement is creating any ongoing costs for SDOT or other departments. While responsibility for maintaining the tunnel will shift from Metro to Sound Transit, the Conveyance Agreement does not alter the structure's presence within City of Seattle right-of-way.

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

No

**d. Does this legislation affect a piece of property?**

The related agreements will shift ownership of the DSTT from King County to Sound Transit.

**e. 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?**

Since people of color tend to be more reliant on transit, there may be some RSJI benefit in shifting ownership of the DSTT to Sound Transit, which is now the sole transit operator within the tunnel.

**f. Climate Change Implications**

**1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?**

No. The tunnel will continue to serve light rail transit through the downtown core.

**2. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

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)?**

N/A

**Summary Attachments:**

Summary Attachment 1 – King Co-Sound Transit DSTT Transfer Agreement



**DOWNTOWN SEATTLE TRANSIT TUNNEL  
TRANSFER AGREEMENT**

**BY AND BETWEEN**

**KING COUNTY**

**AND**

**CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**

## **LIST OF ADDENDA AND EXHIBITS**

EXHIBIT A - DSTT DEPICTION

EXHIBIT B-1 - DSTT STRUCTURE

EXHIBIT B-2 - DSTT FIXED ASSETS

EXHIBIT B-3 - DSTT REAL ESTATE RIGHTS

EXHIBIT B-4 - DSTT ARTWORK

EXHIBIT B-5 - DSTT ARTIST AGREEMENTS

EXHIBIT C - RETAINED ASSETS

EXHIBIT D - DSTT TRANSFER AND CONVEYANCE AGREEMENT

EXHIBIT E - FORM OF QUITCLAIM DEED

EXHIBIT F-1 – METRO FACILITIES AGREEMENT

EXHIBIT F-2 - DOWNTOWN SEATTLE TRANSIT TUNNEL STATION ADVERTISING  
REVENUE SHARE AGREEMENT

## **DOWNTOWN SEATTLE TRANSIT TUNNEL TRANSFER AGREEMENT**

**THIS DOWNTOWN SEATTLE TRANSIT TUNNEL TRANSFER AGREEMENT** (“Transfer Agreement”) is made and entered by and between **KING COUNTY**, a home rule charter county and political subdivision of the State of Washington (the “County”) and the **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, a regional transit authority organized under chapter 81.112 RCW (“Sound Transit”). The County and Sound Transit are also referred to herein individually as a “Party” or collectively as “Parties.” This Transfer Agreement shall be effective as of the date it has been executed by both Parties (“Effective Date”).

### **RECITALS**

**A.** The County has broad powers to provide public transportation within the County’s geographic boundaries. The County owns and operates an extensive system of buses, vanpools, accessible services vehicles, park and ride lots, transit centers, transit hubs, and other transportation facilities within the County.

**B.** Sound Transit has all powers necessary to implement a high-capacity transportation system within its geographic boundaries in Snohomish, King and Pierce counties. Sound Transit owns and operates light rail, commuter rail, and regional express bus/HOV systems that are integrated with local transit systems and use an integrated regional fare structure.

**C.** In 1990 the Municipality of Metropolitan Seattle (“Metro”), now merged with the County, completed construction of the Downtown Seattle Transit Tunnel (the “DSTT”), an approximately 1.3-mile-long pair of transit tunnels that provide an additional right of way for transit vehicles in downtown Seattle that includes the “DSTT Assets,” as described in Section 1.1. The DSTT is located under downtown Seattle streets, and, commencing at the north terminus point, runs west under Pine Street from 9th Avenue to 3<sup>rd</sup> Avenue, and then south under 3<sup>rd</sup> Avenue to South Jackson Street, as generally depicted on **EXHIBIT A (“DSTT DEPICTION”)**.

**D.** The City of Seattle (the “City”) holds its streets and other public rights-of-way, including but not limited to the right of way for the DSTT, in trust for the convenience of public travel, and has legal authority to regulate and control the use of such streets and public right-of-way for that purpose. Through that certain Master Cooperation Agreement between the City and Metro, dated October 1985 (as amended, the “Master Cooperation Agreement”), and authorized by City Ordinance 112462, the City granted Metro (now the County), the right to use the City right-of-way for the DSTT for so long as it is used for public transportation purposes, subject to the terms and conditions of that Master Cooperation Agreement, future agreements between the City and Metro, and the City’s authority over its streets and other public rights-of-way. Through that certain Agreement between the City and Sound Transit for Grant of Non-Exclusive Use of a Light Rail Transit Way as Related to the Central Link Light Rail Project, dated July, 2000, and authorized by City Ordinance 1199975 (the “Transit Way Agreement”), the City granted Sound Transit the right to use the City right-of-way for the DSTT for so long as it is used for public transportation purposes, subject to the terms and conditions of that Transit Way Agreement, future

agreements between the City and Sound Transit, and the City's authority over its streets and other public rights-of-way.

**E.** Under that certain Agreement regarding the Design, Construction, Operation, and Maintenance of the Downtown Seattle Transit Tunnel and Related Facilities, entered into between the County, Sound Transit and the City and effective July 9, 2002 (the "2002 Joint Operating Agreement"), the DSTT, used only by buses prior to that time, was closed until 2005 while Sound Transit made modifications to allow for light rail use. From 2009, when light rail ("Link") use commenced, to 2019, the DSTT was jointly used by County buses, Sound Transit buses and Sound Transit light rail. In March 2019, bus operations ceased in the DSTT.

**F.** The County has continued to own and manage operations in the DSTT under the 2002 Joint Operating Agreement and has operated the light rail system on behalf of Sound Transit under a 2003 Intergovernmental Agreement Between Sound Transit and King County for the Operations and Maintenance of Central Link Light Rail, as amended ("2003 Link Operating Agreement"). On July 15, 2019, Sound Transit and the County entered into an Intergovernmental Agreement for the Operation and Maintenance of Link (the "Link O&M Agreement"), as amended in 2020 and 2021, that replaced the 2003 Link Operating Agreement and pursuant to which the County continues to operate and maintain Sound Transit's Link light rail system as further described in the Link O&M Agreement.

**G.** In 2008 and 2016, voters approved Sound Transit ballot measures ("Sound Transit 2" and "Sound Transit 3") to fund system expansion, including additional light rail, commuter train and bus service.

**H.** In July 2018, the County sold its Convention Place Station ("CPS") property to the Washington State Convention Center ("WSCC") for use by WSCC as the site of a new convention center addition project. The CPS property served as the northern terminus staging, bus stop and layover facility for County buses entering and exiting the DSTT. As a result of the sale and subsequent redevelopment of the CPS property, the County ceased use of the CPS property.

**I.** Sound Transit has appraised the monetary value of and has conducted extensive due diligence of the DSTT. Sound Transit is conducting additional due diligence and is developing plans to address identified conditions of the DSTT and its systems, and requires ongoing support from the County as it transitions into ownership of the DSTT.

**J.** Upon and subject to the terms and conditions of this Transfer Agreement, the County and Sound Transit intend to provide for the transfer of the County's interest in the real estate and assets that comprise the DSTT from the County to Sound Transit, including but not limited to associated real property interests and certain fixtures, improvements, contract rights, equipment, artwork and other related assets, and to assure that the region's goals of providing quality and efficient transit service are met.

**K.** The Parties enter into this Transfer Agreement pursuant to the authority granted in RCW 81.112.070, RCW 81.112.080, RCW ch. 39.33, and other applicable laws.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the recitals, promises and mutual covenants contained herein, and other valuable consideration described in **ARTICLE 2.1**, receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

### **ARTICLE 1.** **CONVEYANCE AND TRANSFER OF THE DSTT AND AGREEMENTS**

**1.1. DSTT ASSETS.** The County shall convey and transfer to Sound Transit on the Closing Date (as defined in **ARTICLE 8.1**) and Sound Transit shall accept from the County on the Closing Date all of the County's right, title and interest in the DSTT and consisting of the real estate, assets and related agreements identified in **EXHIBITS B-1 (DSTT STRUCTURE), B-2 (DSTT FIXED ASSETS), B-3 (DSTT REAL ESTATE RIGHTS), B-4 (DSTT ARTWORK) and B-5 (DSTT ARTIST AGREEMENTS)**, attached hereto (the "DSTT Assets").

**1.2. RETAINED ASSETS.** The DSTT Assets exclude certain improvements described on **EXHIBIT C**, attached hereto (the "Retained Assets"). Nothing in this Transfer Agreement or any instrument made in connection herewith shall be construed as assigning or conveying any right, title or interest in the Retained Assets. For the purposes of this Transfer Agreement, the definition of DSTT Assets expressly excludes the Retained Assets.

**1.3. NEW AGREEMENTS, LEASES AND CONTRACTS.** Except as otherwise provided herein, from and after the date this Transfer Agreement is executed until the Closing Date or the expiration or termination of this Transfer Agreement, the County shall not enter into any written or oral agreements, leases or contracts with respect to the DSTT Assets which cannot be terminated on or before the Closing Date. On or before the Closing Date, the County shall terminate all agreements, leases and contracts, or portions thereof, affecting the DSTT Assets to which it is a party and that are not to be assigned to Sound Transit.

**1.4 CONVEYANCE.** On the Closing Date, the County shall convey and transfer to Sound Transit the County's right, title and interest in the DSTT Assets, including the transfer and assignment to Sound Transit of the DSTT Artist Agreements, by execution of and in accordance with the DSTT Transfer and Conveyance Agreement substantially in the form attached as **EXHIBIT D** and a form of Quitclaim Deed as described therein and substantially in the form attached as **EXHIBIT E**.

**1.5 COOPERATION AGREEMENTS.** On the Closing Date, the Parties shall execute the Metro Facilities Agreement, in substantially the form attached hereto as **EXHIBIT F-1** (the "**FACILITIES AGREEMENT**"), and the Downtown Seattle Transit Tunnel Station Advertising Revenue Share Agreement, in substantially the form attached hereto as **EXHIBIT F-2** (the "**ADVERTISING AGREEMENT**," and together with the Facilities Agreement, the "Cooperation Agreements").

## **ARTICLE 2.**

## **CONSIDERATION**

**2.1. DSTT ASSETS AND COOPERATION AGREEMENTS.** The Parties deem (i) the conveyance and transfer of the County's right, interest in and title to the DSTT Assets, (ii) Sound Transit's assumption of responsibility for, and ongoing operation and maintenance of, the DSTT Assets, and (iii) the entry into the Cooperation Agreements, essential to the support of public transportation and public facilities, and sufficient to constitute full and complete consideration for this intergovernmental transaction.

## **ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES AND CONDITION OF PROPERTY**

**3.1. WARRANTIES AND REPRESENTATIONS OF THE COUNTY.** As of the Effective Date and as of the Closing Date, the County represents and warrants as follows:

**3.1.1. ORGANIZATION.** The County is a political subdivision of the State of Washington duly organized, validly existing and in good standing under the laws of the State of Washington.

**3.2. REPRESENTATIONS AND WARRANTIES OF SOUND TRANSIT.** As of the Effective Date and as of the Closing Date, Sound Transfer represents and warrants as follows:

**3.2.1. ORGANIZATION.** Sound Transit is a regional transit authority duly organized, validly existing and in good standing under the laws of the State of Washington.

### **3.3. CONDITION OF TUNNEL ASSETS.**

**3.3.1. THE COUNTY'S DISCLOSURE STATEMENT.** To the maximum extent permitted by RCW ch. 64.06, Sound Transit expressly waives its right to receive from the County a seller's disclosure statement ("Seller Disclosure Statement") and to rescind this Transfer Agreement, both as provided for in RCW ch. 64.06. The County and Sound Transit acknowledge and agree that Sound Transit cannot waive its right to receive the section of the Seller's Disclosure Statement entitled "Environmental" if the answer to any of the questions in that section would be "yes." If applicable, the County shall provide such Seller's Disclosure Statement within three (3) Business Days from the Effective Date. Nothing in any Seller's Disclosure Statement delivered by the County creates a representation or warranty by the County, nor does it create any rights or obligations in the Parties except as set forth in RCW ch. 64.06. Sound Transit is advised to use its due diligence to inspect the DSTT as allowed for by this Transfer Agreement, and that the County may not have knowledge of defects that careful inspection might reveal. Sound Transit specifically acknowledges and agrees that any Seller Disclosure Statement delivered by the County is not part of this Transfer Agreement, and the County has no duties to Sound Transit other than those set forth in this Transfer Agreement. Notwithstanding the foregoing, the County and Sound Transit expressly acknowledge and agree that delivery of any Seller Disclosure Statement is made subject to **ARTICLE 3.3.2** hereof.

**3.3.2. THE COUNTY’S DISCLAIMER OF CONDITION OF THE DSTT ASSETS.** The County has not made, and does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts, or guarantees, of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality or condition of the DSTT Assets. The County is transferring the DSTT Assets to Sound Transit and Sound Transit is acquiring the DSTT Assets and all interest therein as provided for in the Transfer Agreement, in an “as-is with all faults” basis with any and all patent and latent defects. Sound Transit is not relying on representations or warranties, express or implied, of any kind whatsoever from the County with respect to any matters concerning the DSTT Assets, including, without limitation:

**3.3.2.1.** The water, soil and geology in and around the DSTT Assets;

**3.3.2.2.** The physical condition of the DSTT Assets;

**3.3.2.3.** The operating history, projections, valuation or income to be derived from the DSTT Assets;

**3.3.2.4.** The tax consequences of this transaction;

**3.3.2.5.** The suitability of the DSTT Assets for any and all activities and uses that Sound Transit or anyone else may conduct thereon;

**3.3.2.6** The requirement of, or existence of, or compliance with, any licenses, certificates of authority, authorizations, registrations, franchises or similar approvals from any governmental authority;

**3.3.2.7.** The availability or existence of any water, sewer, or other utilities or utility rights;

**3.3.2.8.** The compliance or noncompliance of or by the DSTT Assets or their operation with any laws, rules, ordinances, regulations or decrees of any applicable governmental authority or body or the zoning or land use designation for the DSTT Assets;

**3.3.2.9.** The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the DSTT Assets;

**3.3.2.10.** The manner or quality of the construction, materials, equipment and systems incorporated into the DSTT Assets;

**3.3.2.11.** The presence of any wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials;

**3.3.2.12.** The actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the DSTT Assets, and the compliance or noncompliance of or by the DSTT Assets or their operation with applicable federal, state, county and local laws and regulations, including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. For purposes of this Transfer Agreement, the term “Environmental Law” shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. (“RCRA”); the Washington State Model Toxics Control Act, RCW ch. 70A.300 (“MTCA”); the Washington Hazardous Waste Management Act, RCW ch. 70A.305; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Transfer Agreement, the term “Hazardous Substance” shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law; or

**3.3.2.13.** Any other matter with respect to the DSTT Assets.

**3.3.3.** The DSTT Assets shall be conveyed with no warranties of title, and shall be subject to all matters affecting the DSTT Assets whether of record or not, including but not limited to (i) the lien of unpaid taxes not yet due and payable; (ii) matters which would be disclosed by a current, accurate survey of the DSTT Structure; or (iii) the rights granted to third parties pursuant to any license or lease. Furthermore, the County does not make any representations or warranties as to whether the rights delineated in the DSTT Real Estate Rights provide contiguous rights or interest spanning the length and width of the DSTT Structure sufficient to allow the DSTT to be utilized by Sound Transit for any particular purpose. Sound Transit confirms it is willing to accept the DSTT on this basis and that it shall, at its election but at no expense to the County, acquire or obtain any further rights, title, interest, notices and/or permissions if it is subsequently determined that any of the same is required in order to construct, conduct, maintain, repair and/or replace the DSTT Assets.

**3.3.4. SOUND TRANSIT ACCEPTANCE OF CONDITION OF DSTT ASSETS; AS IS TRANSFER AND RELEASE.**

**3.3.4.1.** Sound Transit acknowledges and accepts the County’s disclaimer in **ARTICLE 3.3.2** and **ARTICLE 3.3.3** of this Transfer Agreement.

**3.3.4.2.** Prior to Closing, Sound Transit will have conducted a physical inspection and made all investigations that Sound Transit deems necessary in connection with its acquisition of the DSTT Assets. Sound Transit further acknowledges and agrees that, having been given the opportunity to inspect the DSTT Assets, Sound Transit is relying solely on its own

investigation of the DSTT Assets and is not relying on any information provided or to be provided by the County and that Sound Transit is acquiring the DSTT Assets in an “as-is with all faults” basis.

**3.3.4.3.** Sound Transit acknowledges and agrees that it will approve and accept the DSTT Assets and shall acquire the DSTT Assets in “as-is with all faults” basis with any and all patent and latent defects, including, without limitation, the structural condition of the DSTT Assets, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the DSTT Assets, and the compliance or noncompliance of or by the DSTT Assets or its operation with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. Sound Transit acknowledges and agrees that Sound Transit shall have no recourse against the County for, and waives, releases and discharges forever the County from, any and all past, present or future claims or demands, and any and all past, present or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys’ fees) of any and every kind or character, known or unknown (collectively, “Losses”), which Sound Transit might have asserted or alleged against the County arising from or in any way related to the DSTT Assets, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the DSTT Assets. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or decree or by order of or agreement with any governmental authority, or that is conducted voluntarily, (b) losses for injury or death of any person, and (c) losses arising under any Environmental Law, whether or not enacted prior to or after transfer of the DSTT Assets.

## **ARTICLE 4.**

### **TITLE AND SURVEY MATTERS**

**4.1 Title Commitments.** Sound Transit has obtained commitments for a title insurance policy to be issued by Chicago Title Insurance Company (the “Title Company”) describing the Real Estate Rights, showing all matters pertaining to the Property, listing Sound Transit as the prospective named insured and showing as the policy amount the appraised value (the “Commitments”).

**4.2 Survey.** Sound Transit has obtained a LIDAR survey of the DSTT.

**4.3 Title Policy.** Sound Transit may elect to purchase at Closing, an Owner's standard or extended coverage title insurance policy (ALTA Owner’s Policy) issued by the Title Company. The County shall provide any affidavits, certifications or instruments duly executed

or acknowledged by the County as reasonably may be required by the Title Company to issue the Title Policy.

## **ARTICLE 5**

### **COUNTY RESPONSIBILITIES PRIOR TO AND AFTER CLOSING**

**5.1 PRE-CLOSING RESPONSIBILITY.** At all times after the Effective Date and prior to the Closing Date, the County shall: (a) maintain all usual and necessary business records pertaining to the DSTT; (b) except for the IDS Easement (as defined in **ARTICLE 7.1.8**), not create, amend, modify, or change any easement, license, or right of entry (except those licenses and rights of entry granted by the County that expire prior to the Transfer Date), directly affecting any of the DSTT Assets, without Sound Transit's written consent first having been obtained, which consent shall not be unreasonably withheld; (c) obtain Sound Transit's approval prior to making any substantial improvements to the DSTT Assets, which approval shall not be unreasonably withheld; and (d) maintain the DSTT in its current condition and state of repair (normal wear and tear and casualty loss excepted). During the period from the Effective Date to the Closing Date, if the County learns of the occurrence of an event that could materially affect the DSTT or the pending conveyance of the DSTT, then the County will immediately notify Sound Transit of such event. Nothing contained within this Transfer Agreement modifies the obligations of the County under other agreements between Sound Transit and the County.

## **ARTICLE 6**

### **DSTT OPERATIONS; TERMINATION OF EXISTING AGREEMENTS**

**6.1. AMENDMENT TO LINK O&M AGREEMENT.** The Parties will enter into an amendment to the Link O&M Agreement (the "Link O&M Agreement Amendment"), to include the operations in the DSTT under the Link O&M Agreement effective upon Closing.

**6.2. TERMINATION OF MASTER COOPERATION AGREEMENT AND 2002 JOINT OPERATING AGREEMENT.** After the Effective Date, and as a condition of Closing as contemplated in Section 7.1.3 of this Transfer Agreement, the County, Sound Transit and the City will execute the DSTT Transfer and Conveyance Agreement ("Conveyance Agreement") in the form attached as **EXHIBIT D**. As provided in the Conveyance Agreement, the Master Cooperation Agreement and the 2002 Joint Operating Agreement shall be terminated effective upon Closing.

## **ARTICLE 7**

### **CONDITIONS TO CLOSING**

**7.1. CONDITIONS TO CLOSING.** The Parties acknowledge and agree that receipt of the following items, consents and approvals are required as conditions precedent to Closing:

### **7.1.1. LEGISLATIVE APPROVAL.**

**7.1.1.1.** The County's performance under this Transfer Agreement is subject to approval by ordinance of the conveyance of the DSTT Assets by the Metropolitan King County Council ("Council").

**7.1.1.2.** Sound Transit's performance under this Transfer Agreement is subject to its approval by appropriate action by the Sound Transit Board ("Board").

### **7.1.2. FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS AND APPROVAL.**

Sound Transit and the County shall jointly identify applicable Federal Transit Administration ("FTA") grant restrictions and requirements, if any, pertaining to this Transfer Agreement and shall have obtained written FTA consent for the transfer of the DSTT Assets to Sound Transit. From and after the Closing Date, Sound Transit shall assume all statutory, regulatory and contractual obligations pertaining to the DSTT Assets that arise from the use of FTA or Urban Mass Transit Administration financial assistance, including but not limited to compliance with federal statutes, regulations and guidelines on continuing control, management or disposition of a federally funded asset.

**7.1.3. CITY CONCURRENCE.** The Parties shall obtain the City's approval and execution of the Conveyance Agreement in the form attached as **EXHIBIT D**.

**7.1.4. SEPA COMPLIANCE.** The Parties shall complete such documentation as may be required under the State Environmental Policy Act, if applicable.

**7.1.5. DELIVERY OF DOCUMENTS BY THE COUNTY.** The County shall have delivered to Sound Transit at or prior to the Closing all documents required by the terms of this Transfer Agreement to be delivered to Sound Transit, including but not limited to those documents listed in Article 8.3.

**7.1.6. DELIVERY OF DOCUMENTS BY SOUND TRANSIT.** Sound Transit shall have delivered to the County at or prior to Closing all documents required by the terms of this Transfer Agreement to be delivered to the County, including but not limited to those documents listed in Article 8.4.

**7.1.7. LEGAL DESCRIPTION.** The Parties shall have agreed upon a metes and bounds legal description of the real property where portions of the DSTT are located, to be attached to the Quitclaim Deed and Assignment.

**7.1.8. IDS EASEMENT.** The County shall have obtained documentation satisfactory to the Title Company in order for it to provide title coverage insuring Sound Transit's first position interest in the easement rights conveyed pursuant to that certain Amended Quitclaim

Deed of Easements, recorded as AFN 8801051081, King County, Washington (the “IDS Easement”)

**7.1.9 COUNTY RESPONSIBILITIES.** The County shall have met each of the obligations set forth in **ARTICLE 5.1** of this Transfer Agreement.

**7.1.10 LINK O&M AGREEMENT AMENDMENT.** The Parties shall have fully executed the Link O&M Agreement Amendment upon or before Closing.

## **ARTICLE 8 CLOSING**

**8.1. CLOSING/CLOSING DATE.** The “Closing” shall be the date upon which the County transfers the DSTT Assets to Sound Transit in accordance with all the terms and condition of this Transfer Agreement. Closing shall occur within 90 days of receipt of the consents and approvals described in **ARTICLE 7.1.1**, **ARTICLE 7.1.2**, and **ARTICLE 7.1.3** hereof (“Closing Date”). Closing shall occur in the offices of Chicago Title Company, 701 5th Ave Ste 2700, Seattle, WA 98104. If Closing has not occurred as of June 30, 2023, this Transfer Agreement shall be extended in writing to such later date as the Parties may administratively negotiate or, if not so extended, then this Transfer Agreement shall terminate as of that date (“Closing Deadline”). The Parties shall provide prior notice of any change in the Closing Deadline to the FTA and the City.

**8.2. PRORATIONS.** The Parties agree that the transaction described herein is exempt from real estate excise tax pursuant to WAC 458-61A-205 and the Parties shall file a real estate excise tax affidavit documenting the exemption as contemplated in such regulation, to be filed by the Chicago Title Company escrow officer assigned to manage the Closing. All other applicable taxes and assessments shall be prorated as of the Closing Date. The County shall pay any other transfer tax due, and its own attorneys’ fees . Sound Transit shall pay all escrow fees, the recording fees for the Quit Claim Deed and DSTT Transfer and Conveyance Agreement, and its own attorneys’ fees. Except as otherwise provided in this **ARTICLE 8.2**, all other expenses hereunder shall be paid by the Party incurring such expenses.

**8.3. THE COUNTY’S DELIVERY AT CLOSING.** At or before the Closing, the County will deliver to Sound Transit the following properly executed documents:

**8.3.1.** Quitclaim Deed substantially in the form of **EXHIBIT E**;

**8.3.2.** Real estate excise tax affidavit (showing that the transaction is exempt) as provided in **ARTICLE 8.2**;

**8.3.3.** Facilities Agreement, substantially in the form of **EXHIBIT F-1**;

**8.3.4.** Advertising Agreement, substantially in the form of **EXHIBIT F-2**;

**8.3.5.** DSTT Transfer and Conveyance Agreement substantially in the form of

**EXHIBIT D;** and

**8.3.7.** Such other documents, instruments or assignments as the Parties may deem reasonably necessary to complete the transaction described in this Agreement.

**8.4. SOUND TRANSIT’S DELIVERY AT CLOSING.** At or before the Closing, Sound Transit will deliver to the County the following properly executed documents:

**8.4.1.** Quitclaim Deed substantially in the form of **EXHIBIT E**;

**8.4.2.** Facilities Agreement, substantially in the form of **EXHIBIT F-1**;

**8.4.3.** Advertising Agreement, substantially in the form of **EXHIBIT F-2**;

**8.4.4.** DSTT Transfer and Conveyance Agreement substantially in the form of **EXHIBIT D**.

**8.4.5.** A counterpart of the real estate excise tax affidavit (showing that the transaction is exempt as provided in **ARTICLE 8.2**; and

**8.4.8.** Such other documents, instruments or assignments as the Parties may deem reasonably necessary to complete the transaction described in this Transfer Agreement.

**ARTICLE 9.  
DISPUTE RESOLUTION**

**9.1. COOPERATION.** The Parties shall work cooperatively and in good faith to resolve issues associated with this Transfer Agreement. The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level possible. Neither Party shall take or join any action in any judicial or administrative forum to challenge the other Party’s actions associated with this Transfer Agreement, except as set forth in this **ARTICLE 9**. Prior to taking or joining any action in any judicial or administrative forum to challenge actions of the other Party associated with the Transfer Agreement, the Parties shall follow the dispute resolution process herein.

**9.2. NEGOTIATED RESOLUTION.** If a dispute cannot be resolved through ordinary means such as staff-to-staff discussions, then the first step in the dispute resolution process shall be as follows:

**9.2.1.** A Party desiring to initiate negotiations (the “Initiating Party”) may do so by giving written notice to the other Party (the “Responding Party”) of the basis for the dispute, provided that the Initiating Party shall use commercially reasonable efforts to furnish the Responding Party, as expeditiously as possible, with notice of any dispute once such dispute is recognized, and shall cooperate with the Responding Party in an effort to mitigate the alleged or

potential damages, delay or other adverse consequences arising out of the condition which is the cause of such dispute.

**9.2.2.** The Initiating Party shall, within five (5) business days after giving written notice to the Responding Party of the basis for the dispute, prepare and provide to the Responding Party a written, detailed summary of the basis for the dispute, together with all facts, documents, backup data and other information reasonably available to the Initiating Party that support the Initiating Party's position in the dispute.

**9.2.3.** The Initiating Party shall designate and make any of its employees or agents having knowledge of the dispute available to the Responding Party to respond to questions of the Responding Party.

**9.2.4.** Within fourteen (14) days after the Initiating Party gives notice of a dispute, (i) the Responding Party shall prepare and provide to the Initiating Party a written, detailed summary, together with all facts, documents, backup data and other information reasonably available to the Responding Party that support the Responding Party's position in the dispute; (ii) the Responding Party shall designate and make any of its employees or agents having knowledge of the dispute available to the Initiating Party to respond to questions of the Initiating Party; and (iii) employees or agents of the Parties who have authority to settle the dispute, along with other parties having knowledge of or an interest in the dispute, shall meet at a mutually acceptable time and place in Seattle, Washington, in an effort to compromise and settle the dispute.

**9.3. MEDIATION.** Any dispute which is not resolved by direct discussions and negotiations as provided in **ARTICLE 9.2** shall be submitted to mediation under the Commercial Mediation Procedures of the American Arbitration Association unless the Parties agree in writing to use other rules. If the Parties cannot agree on the selection of a mediator within ten days (10) of the request for mediation, any Party may immediately request the appointment of a mediator in accordance with the governing mediation rules. Mediation shall occur at any location in Seattle, Washington that the mediator may designate. The mediation shall include the exchange of written claims and responses, with supporting information, at least ten (10) days prior to the actual mediation unless the mediator specifies a different time period. Sound Transit, on the one hand, and King County, on the other hand, shall each be responsible for 50% of the mediation expenses. Subject to the selected mediator's availability, the Parties shall conclude mediation proceedings under this **ARTICLE 9** within sixty (60) days after the designation of the mediator. If mediation proceedings do not resolve the dispute within such period, and if the Parties do not mutually agree to an extension of such period, then a Party may commence litigation with respect to the dispute.

**9.4. NO PREJUDICE.** Provided the Initiating Party has given notice of the existence of a dispute, no delay in disposing of such dispute while the Parties pursue the dispute resolution procedures shall prejudice the rights of any Party. At the request of the Initiating Party or the Responding Party, the Parties shall enter into an agreement to toll the statute of limitations with respect to the subject matter of a dispute while the Parties pursue the dispute resolution procedures in **ARTICLE 9.2** or **9.3**. Positions expressed, responses given, and information submitted in any

dispute resolution process under this **ARTICLE 9** shall not be admissible as evidence in any subsequent dispute resolution, litigation, or other legal proceeding.

**9.5. EMERGENCY.** If either Party reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to or loss of all or part of the DSTT Assets, or that delay in initiating or prosecuting a claim in litigation would irrevocably prejudice a Party, then such Party may pursue any immediate remedy available at law or in equity without following the dispute resolution procedures in this **ARTICLE 9**.

**9.6. PERFORMANCE NOT EXCUSED.** During the pendency of any dispute resolution process under this **ARTICLE 9**, or any litigation or other proceeding to resolve a dispute between the Parties arising out of this Transfer Agreement, the Parties shall diligently continue to perform their duties under this Transfer Agreement in good faith so that the purposes of this Transfer Agreement are not frustrated.

## **ARTICLE 10.**

[INTENTIONALLY OMITTED]

## **ARTICLE 11. INSURANCE**

**11.1. INSURANCE.** Until the Closing Date, the County will maintain property insurance on the DSTT Assets as required by Section 27.4.5 of the Link O&M Agreement.

## **ARTICLE 12. MISCELLANEOUS PROVISIONS**

**12.1. MERGER.** Any statement, representation, warranty, indemnity, covenant, agreement and provision in this Transfer Agreement shall merge in, and not survive the Closing of the transaction contemplated by this Transfer Agreement, unless such expressly survives Closing as provided for in this Transfer Agreement.

### **12.2. DEFAULT; LIMITATION ON LIABILITY.**

**12.2.1. DEFAULT BY SOUND TRANSIT.** In the event Closing does not occur due to default by Sound Transit, the County's sole and exclusive remedy shall be to terminate this Transfer Agreement.

**12.2.2. DEFAULT BY THE COUNTY.** In the event Closing does not occur due to default of the County, Sound Transit's sole and exclusive remedy shall be to terminate this Transfer Agreement.

**12.2.3 LIMITATION ON LIABILITY.** EXCEPT AS EXPRESSLY HEREINAFTER PROVIDED IN THIS **ARTICLE 12.2.3.** OR ELSEWHERE IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER OR PURSUANT TO THIS AGREEMENT FOR: (1) INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (2) LOST PROFITS; (3) LOSS OF BUSINESS OR LOSS OF USE OF PROPERTY; OR (4) COST OF CAPITAL. THIS LIMITATION ON LIABILITY SHALL APPLY REGARDLESS OF WHETHER SUCH DAMAGES ARE ALLEGED IN AN ACTION FOR CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR EXISTENCE OF SUCH DAMAGES.

**12.3. TIME.**

**12.3.1. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Transfer Agreement.

**12.3.2. COMPUTATION OF TIME.** Any reference to “day” in this Transfer Agreement shall refer to a calendar day, which is every day of the year. Any reference to business day in this Transfer Agreement shall mean any calendar day that is not a “Legal Holiday.” A Legal Holiday under this Transfer Agreement is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050. In computing any period of time prescribed by this Transfer Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included and the specified period of time shall expire at 5:00 p.m. of the last calendar day or business day, as the case may be, unless with regard to calendar days the last day is a Legal Holiday, in which case the specified period of time shall expire on the next day that is not a Legal Holiday. Hours shall refer to Pacific Time.

**12.4. NOTICES.** Any and all notices or other communications required or permitted to be given under any of the provisions of this Transfer Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier or two days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as a Party may specify by notice to the other Party and given as provided herein:

**If to Sound Transit:**

**Kimberly Farley  
Deputy Chief Executive Officer  
Union Station  
401 S. Jackson Street  
Seattle, WA 98104**

With a copy to:

Sound Transit Legal Department  
Union Station  
401 S. Jackson Street  
Seattle, WA 98104  
Attention: Jennifer Belk, Managing Legal Counsel

**If to the County:**

King County Metro—Capital Division  
201 South Jackson Street, KSC-TR-0415  
Seattle, WA 98104-3856  
Attn: Kim Becklund, Strategic Planning Manager

With a copy to:

King County Facilities Management Division  
500 4<sup>th</sup> Ave Suite 800  
ADM-ES-0800  
Seattle, WA 98104  
Attn: Bob Stier, Special Projects Manager

With a copy to:

King County Prosecuting Attorney's Office  
Civil Division  
Second and Seneca Tower  
1191 2<sup>nd</sup> Avenue, Suite 1700  
Seattle, WA 98101  
Attention: Chief Civil Deputy

**12.5. ENTIRE AGREEMENT AND AMENDMENT.** This writing (including the recitals and Exhibits attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Transfer Agreement and signed by all Parties.

**12.6. SEVERABILITY.** In the event any portion of this Transfer Agreement shall be found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect the remaining provisions of this Transfer Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this Transfer Agreement should and/or must be defeated, invalidated or voided.

**12.7. WAIVER.** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

**12.8. BINDING EFFECT.** Subject to **ARTICLE 12.13**, this Transfer Agreement shall be binding upon and inure to the benefit of each Party, its successors and assigns.

**12.9. LEGAL RELATIONSHIP.** The Parties to this Transfer Agreement execute and implement this Transfer Agreement solely as the County and Sound Transit. No partnership, joint venture or joint undertaking shall be construed from this Transfer Agreement.

**12.10. CAPTIONS.** The captions of any articles, paragraphs or sections contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs or sections.

**12.11. GOVERNING LAW AND VENUE.** This Transfer Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions. In the event that either Party shall bring a lawsuit related to or arising out of this Transfer Agreement, the Superior Court of King County, Washington shall have exclusive jurisdiction and venue.

**12.12. NO THIRD-PARTY BENEFICIARIES.** This Transfer Agreement is made only to and for the benefit of the Parties, and shall not create any rights in any other person or entity.

**12.13. ASSIGNMENT.** None of the Parties will assign this Transfer Agreement or any part thereof without the written consent of the others. Any attempted assignment without said consent shall be void.

**12.14. NEGOTIATION AND CONSTRUCTION.** This Transfer Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and shall not be construed as if it has been prepared by one of the Parties, but rather as if both Parties had jointly prepared it. The language in all parts of this Transfer Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The Parties acknowledge and represent, as an express term of this Transfer Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Transfer Agreement. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of this Transfer Agreement.

**12.15. COUNTERPARTS.** This Transfer Agreement may be executed using an electronic service, such as DocuSign, or in counterparts. If the latter, then to facilitate execution, this Transfer Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively

constitute a single instrument. It shall not be necessary in making proof of this Transfer Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it additional signature pages.

**12.16 FURTHER ASSURANCES, INTERESTS AND AGREEMENTS.** In addition to the acts recited in this Transfer Agreement and contemplated to be performed at Closing, the County and Sound Transit agree to cooperate, to perform such other acts, and to execute, deliver, and record such other documents, updated documents, and interests, including but not limited to necessary corrections to the legal description or the assignment of any real property interest inadvertently omitted from **EXHIBIT B-3**, as either the County or Sound Transit, or their respective counsel, may reasonably require to effectuate the intent of this Transfer Agreement.

**12.17. CONFLICTING PROVISIONS.** Except as otherwise expressly provided herein, in the event of any conflict between this Transfer Agreement and any other agreement between the Parties with respect to the DSTT Assets, this Transfer Agreement will control.

[SIGNATURES ON THE NEXT PAGE]

EXECUTED on the dates set forth below.

**KING COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Senior Deputy Prosecuting Attorney

**CENTRAL PUGET SOUND  
REGIONAL TRANSIT AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

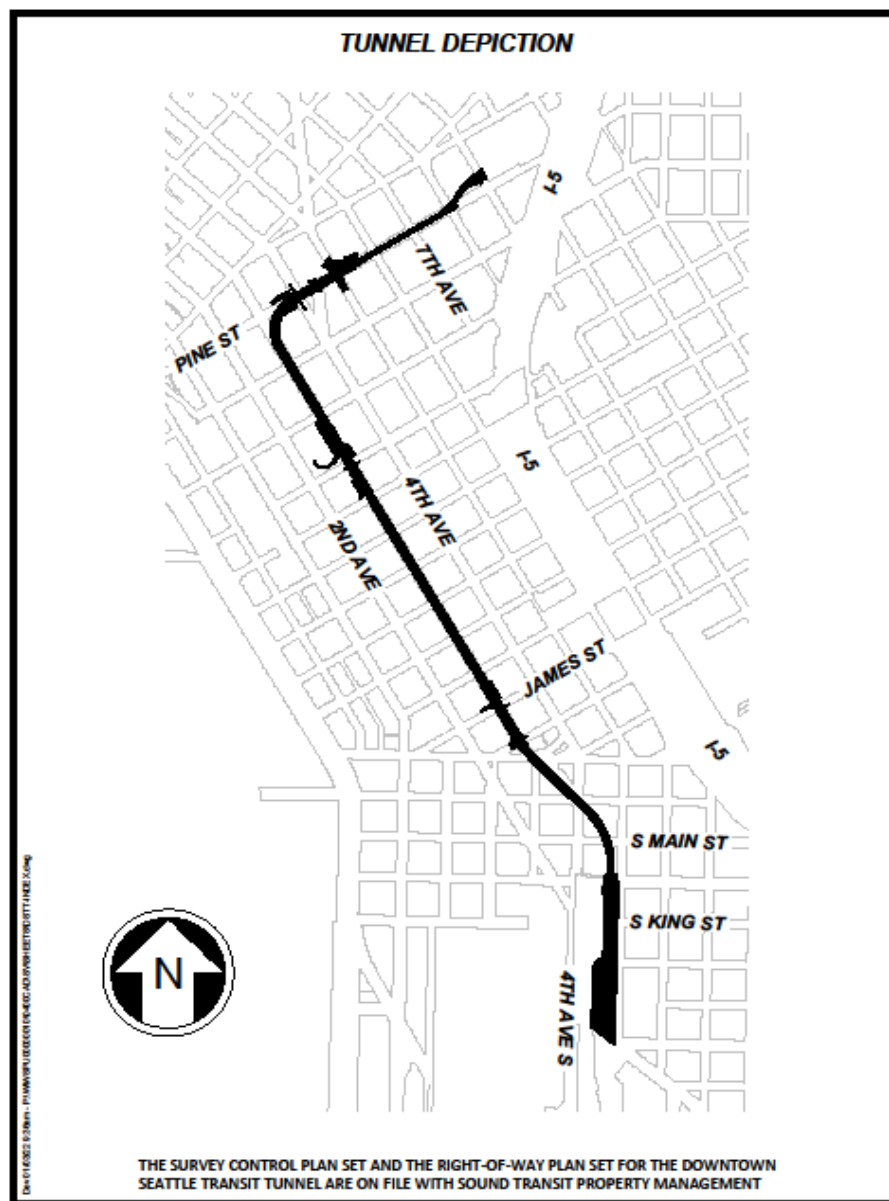
Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Sound Transit Legal Counsel

**EXHIBIT A**  
**DSTT DEPICTION**



## **EXHIBIT B-1**

### **DSTT STRUCTURE:**

The Downtown Seattle Transit Tunnel ("DSTT") Structure (whose general alignment is approximately depicted on Exhibit A) beginning at the Northerly margin of Airport Way and the entrance to the light rail staging area located between 4<sup>th</sup> Avenue South and 5<sup>th</sup> Avenue South; thence continuing northerly, crossing under South Jackson Street and South Main Street; thence continuing northwesterly under the intersection of South Washington Street, 4<sup>th</sup> Avenue South and Prefontaine Place South; thence northwesterly along Prefontaine Place South, crossing under the intersection of Prefontaine Place South, Yesler Way and 3rd Avenue; thence continuing northwesterly along 3rd Avenue crossing under Jefferson Street, James Street, Cherry Street, Columbia Street, Marion Street, Madison Street, Spring Street, Seneca Street, University Street, Union Street and Pike Street; thence continuing northwesterly along 3rd Avenue to approximately the middle of the block lying between Pike Street and Pine Street; thence turning northeasterly through an angle to Pine Street; thence continuing northeasterly along Pine Street crossing under 4th Avenue; 5th Avenue; 6th Avenue; 7th Avenue and 8th Avenue; thence turning northerly and then easterly to 9th Avenue; thence crossing under 9th Avenue to the point of terminus at the northeasterly line of 9th Avenue and the former entrance to the Convention Place Station.

The DSTT Structure includes: the International District Station located between Airport Way and South Jackson Street; the Pioneer Square Station located between Prefontaine Place South and Cherry Street; the University Street Station located between Seneca Street and Union Street; and the Westlake Station located between 3<sup>rd</sup> Avenue and 6<sup>th</sup> Avenue (collectively, the "DSTT Stations").

## **EXHIBIT B-2**

### **DSTT FIXED ASSETS:**

- Except as for the Retained Assets, all County-owned improvements, structures, systems, signage, components, artwork, and fixtures, including but not limited to those that are a part of or enclosed in the DSTT Assets or any of the DSTT Stations, and/or existing on or in the areas described in any of the DSTT Real Estate Rights listed on Exhibit B-3, within street right of way, or otherwise as of the Closing Date; and including but not limited to all County-owned ventilation ducts and associated street grates, emergency hatches and tunnels, elevators and escalators, connected to or extending from the DSTT Assets; and all artwork and signage on and inlaid in sidewalks near DSTT Stations as of the Closing Date.
- Awnings at 3<sup>rd</sup> Avenue and University Street (the Unico Garage) and station canopies at 3<sup>rd</sup> Avenue and James Street (the Public Safety Building) and Prefontaine Park.

### **EXHIBIT B-3**

#### **DSTT REAL ESTATE RIGHTS AND AGREEMENTS**

Any and all easements, real property interests, rights, and obligations existing for the DSTT Assets, including, without limitation, the following documents or as otherwise described below:

	Recording Number	Date	Document	Tax ID.
International District Station	8801051081	4/30/87	Amended Quitclaim Deed of Easements	8809700000 5247801292
	9006222384	12/19/89	Easements for Public Transportation Purposes	5247801370 5247801380
	9201270620	1/10/92	Reservation of Easement	5247801440 5247801461
	20190228000387	3/14/18	Covenant	5247801440 5247801461
	8604210341	4/18/86	Subsurface Easement for Public Transportation Purposes	5247801430
	NA - court documents 86-2-11617-6	12/10/86	Judgment and Decree of Appropriation	5247801410
	20030428003453	4/28/03	DSTP Tunnel Easement Reservation Tashiro/Kaplan Buildings	8566600000
	20030428003454	4/28/03	DSTP Tunnel Easement Reservation Tashiro/Kaplan Buildings	8566600000
	9511301055	11/30/95	Transit Station Entrance Easement	0939000105
	8909210544	1/11/89	Transit Station Entrance Easement	0939000085

	Recording Number	Date	Document	Tax ID.
Pioneer Square Station	8708141323		Statutory Warranty Deed--Access Relinquishment Easement	0939000040
	8708141324	5/28/87	Easement and Construction Coordination Agreement	0939000040
	9508310887	5/27/94	Transit Station Entrance Easement and Construction Agreement	0942000855
University Street Station	8806160710	6/15/88	Easement Agreement	1974700120
	9807151772 9807098001	7/2/98	Transit Station Entrance Easement and Operating Agreement	1974700025
	8901090440	11/22/88	Easement Agreement	1974700105
	8712280509	12/14/87	Easement Agreement by and between the Municipality of Metropolitan Seattle and United States Postal Service	1974700080
	8610311704	9/10/86	Lot 5 Transit Way Easement	1975700380
	20011224002675	12/24/01	Easement Reservation for Bus Tunnel and Station Entrance	2764700000
	8701260806		Lot 2 Transit Way Easement	1975700365
	8701260805		Lot 2 Transit Way Easement	1975700365
	8701260804	10/16/86	Lot 2 Transit Way Easement	1975700365
	8801211595	11/20/87	Lot 2 Transit Way Easement	1975700365
	8701260807	11/20/87	Lot 2 Transit Way Easement	1975700365
	8709250819	9/25/87	Easement Agreement	1975700365
	NR	1/23/87	Entrance and Construction Agreement with Bon Marche	8634230000
	8706040293	3/20/87	Easement Agreement	8634230000
	8710050842	8/25/87	Transit Station Entrance and Construction Agreement	9301500000

	Recording Number	Date	Document	Tax ID.
Westlake Station	8910311963	10/26/89	Second Addendum to Transit Station Entrance and Construction Agreement	9301500000
	8910311964	10/17/89	Second Addendum to Transit Station Entrance and Construction Agreement	9301500000
	20151223000250	8/21/15	Third Addendum to Transit Station Entrance and Construction Agreement	9301500000
	9004041486	7/18/88	City Park Property to Metro	1975700175
	NR	2/20/87	Right of Entry, Easement and Construction Coordination Agreement	1975700180
	NR	3/27/90	Letter of Agreement RE Nordstrom Entrance to Westlake Station	1975700180
	8705141322	5/12/87	Easement Agreement	0659000070
	8705141323	5/12/87	Easement Agreement	0659000070
	NR	3/14/97	Agreement between King County and Nordstrom regarding the Development of the New Nordstrom Store and Modifications to Transit Tunnel Entry	0659000070
	9008031483	8/3/90	Reserved Subsurface Easement for Public Transportation Purposes	0660000804
	8911220576	11/22/89	Easement Reserved in Quitclaim Deed	0660000860 0660000865
	20130731001288	7/17/13	Covenant	0660000860 0660000865

Together with any and all documents purporting to grant a real estate interest for the DSTT Structure.

## **EXHIBIT B-4**

### **DSTT ARTWORK:**

#### **INTERNATIONAL DISTRICT STATION**

1. Alice Adams & Sonya Ishii, Lead Artists, station design and trellis structures, 1990. Wood, stone, granite, steel and paint.
2. Alice Adams, Stage / Performance Platform, 1990. Wood, stone, granite and paint.
3. Sonya Ishii, Zodiac, 1990. Brick.
4. Sonya Ishii, Zodiac, 1990. Brick.
5. Maureen Maar, Juncture and Idiom / Our Own, 1990. Stainless steel.
6. Maggie Smith, Untitled, 1990. Tile.
7. Sonya Ishii, Paper Chase, 1990. Stainless steel and paint.
8. Sonya Ishii with Dave Layton, Paper Chase, 1990. Stainless steel and paint.

#### **PIONEER SQUARE STATION**

1. Garth Edwards, Patron Saints / Curious Commuters, 1990. Steel.
2. Laura Sindell, Urban Canyon, 1990. Ceramic tile.
3. Laura Sindell, Urban Canyon, 1990. Ceramic tile.
4. Kate Ericson and Mel Ziegler, Artifact Clocks, 1990. Aluminum and found objects.
5. Jim Garrett, Gates, 1990. Steel.
6. Brian Goldbloom, 1990. Granite.

#### **UNIVERSITY STREET STATION**

1. Vicki Scuri, The Belt Line, 1990. Granite.

2. Bill Bell, The Northern Lights, 1990. Light sticks.
3. Robert Teeple, Electric Lascaux, 1990. LEDs.
4. Erin Shie Palmer, Temple of Music, 1998.

#### WESTLAKE STATION

1. Bill Whipple, Question Mark, 1990. Stainless steel, granite, concrete.
2. Heather Ramsay. Hickory Dickory Dock Clock, 1990. Steel, polished copper.
3. Fay Jones, 1990. Porcelain enamel on steel.
4. Gene Gentry McMahon, 1990. Porcelain enamel on steel.
5. Roger Shimomura, 1990. Porcelain enamel on steel.
6. Jack Mackie, 1990. Granite benches.
7. Jack Mackie, Terracotta Park, 1990. Terracotta tiles.
8. Vicki Scuri, Station Garment, 1990. Buff clay, transparent clay.

#### TUNNEL WIDE

1. (a) Kate Ericson and Mel Ziegler, Traveling Stories, 1990. Granite.
1. (b) Kate Ericson and Mel Ziegler, Traveling Stories, 1990. Granite.
2. Dyan Rey, Gingko, 1990. Cast iron.

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## **EXHIBIT B-5**

### **DSTT ARTIST AGREEMENTS**

1. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Kate Ericson dated September 16, 1986.
2. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Dyan Rey dated September 16, 1986.
3. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Laureen Mar dated November 19, 1986.
4. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Susan Point dated November 10, 1986.
5. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Gene Gentry McMahon dated September 19, 1986.
6. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Roger Shimomura dated October 8, 1986.
7. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and William J. Whipple dated September 16, 1986.
8. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Maren Hassinger, dated September 13, 1986.
9. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Jack Mackie dated September 16, 1986.
10. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Vicki Scuri dated September 18, 1986.

11. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Laura Sindell dated October 10, 1986.
12. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Bill Bell dated October 9, 1986.
13. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Garth Edwards dated September 17, 1986.
14. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and James A. Garrett dated September 16, 1986.
15. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Brian Goldbloom dated September 18, 1986.
16. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Fay Jones dated September 19, 1986.
17. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Heather Y. Ramsay dated September 22, 1986.
18. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Robert Teeple dated September 24, 1986.
19. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Alice Adams dated September 24, 1986.
20. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Sonya Ishii dated September 16, 1986.
21. Agreement for Artist Services for the Convention Place Wall Project between King County Department of Metropolitan Services and Maggie Smith dated October 12, 1994.



## **EXHIBIT C**

### **METRO RETAINED ASSETS**

#### **1. South Jackson Traction Power Substation No. 35.**

The County shall retain the South Jackson Traction Power Substation No. 35 ("South Jackson TPSS") assets as set forth below (the reference drawings for these assets are on file with Sound Transit's Office of Property Management and include Contract T/F 39-87 CU-03B International District Station, Drawings E308, E309, E311, E312, E216, E217, E217A, E357 and the County record drawing Central Business District ("CBD") Feeders and Underground Ducts, Drawing 00-E-645, and Contract T/M8A-88 Traction Power Installation, Drawing E16):

- A. The County shall retain the South Jackson TPSS and all TPSS equipment required for operation of the facility. The substation is located in International District Station, room 9P02-NW(P16). The assets to be retained include all existing equipment for South Jackson TPSS including AC switchgear, Transformer, Rectifier, DC switchgear and disconnect switches, emergency batteries and charger, controls, annunciator, SCADA remote terminal unit, cable trays, conduit, and cables, and all other equipment necessary to make a complete and operating substation.
- B. The County shall retain DC feeder conduits, including spare conduit, and cables serving the surface street trolleybus system from South Jackson TPSS. Feeder conduits include PJ487 through PJ497, NJ500 through NJ510, all pullboxes CBD 3 through 5, and all other raceway elements required to provide a complete and operating DC feeder system as shown in the reference drawings. The County shall retain ownership of the DC circuit breakers in the South Jackson TPSS.
- C. The County shall retain ownership of, but will remove at Sound Transit's expense, the existing unenergized International District Traction Power Substation No. 40 ("International District TPSS") equipment in order to make space for the installation of one Sound Transit Traction Power Substation ("Sound Transit TPSS") in room 9P02-NW(P16). The County and Sound Transit may agree to have Sound Transit's contractor perform this work.
- D. Sound Transit shall supply power via the existing 26KV AC power supply, up to the line side of 40-W-501 and 40-W-502.
- E. The County shall retain the AC circuit breaker serving South Jackson TPSS.

- F. Sound Transit shall supply the station ancillary power supply to the South Jackson TPSS and the International District TPSS via the existing AC distribution panel in room 9P02-NW(P16), Panel AP-1. If Sound Transit installs a Sound Transit TPSS then Sound Transit shall install and maintain its own substation battery and charger system separate from the existing battery and charger system.
- G. The County shall retain use of existing phones in room 9P02-NW(P16), including:
  - 1. One County-owned voice grade phone connected to the County's proprietary telephone system via dedicated lines in the commercial telephone system;
  - 2. One ST-owned VOIP voice grade phone allowing dial out/dial in connections to the commercial telephone network;
  - 3. One ST-owned E-TELS emergency phone connected to Link Control Center; and
  - 4. One 10 Base T Category 5 circuit (for use by the County's University Substation SCADA remote terminal unit) connected to the Exchange Building via a routing acceptable to the County for connection to its SCADA system.
- H. The County shall retain the right to make attachments to the interior of the room 9P02-NW(P16) structure including walls, roof, and floor. Proposed County attachments to the structure shall require prior written approval of the attachment method from Sound Transit's Structural Engineering group.
- I. Sound Transit shall continue to provide access at no cost to the County that includes temporary parking for one vehicle under 10,000 pounds on the International District Station plaza and access through the roll up gate at the NW entrance and along the west platform, and past the elevator, to room 9P02-NW(P16) utilizing the Track Access Permits ("TAP") process.

## **2. University Street Traction Power Substation No. 41**

The County shall retain the University Street Traction Power Substation No. 41 ("University Street TPSS") assets as set forth below (the eference drawings for these assets are on file with Sound Transit's Office of Property Management and include Contract T/F 39-87 CU-03B University Street Station drawings E702, E702A, E706, E707, E709, E710, E761,

E613, E616, E617, E618, UR036, UR039, UR051, UR053; the County record drawing CBD Feeders and Underground Ducts drawing 00-E-642, E643; and Contract T/M8A-88 Traction Power Installation, Drawing E44):

- A. The County shall retain in place all TPSS equipment required for operation of University Street TPSS and its switching vault for the purpose of supplying power to its surface trolleybus overhead contact system. The substation is located in University Street Station room 5R18-SW(R14), and the switching vault is room 5R14-SW(R13). The assets to be retained include all existing equipment for University Street TPSS including AC switchgear, Transformer, Rectifier, DC switchgear and disconnect switches, emergency batteries and charger, controls, annunciator, SCADA remote terminal unit, cable trays, conduit, and cables, and all other equipment necessary to make a complete and operating substation.
- B. The County shall retain DC feeder conduits, including spare conduit, and cables serving the surface street trolleybus system from University Street TPSS. Retained feeder conduits within the station include:

PK601 through PK616  
K660 through K662  
All pullboxes served by these conduits  
including Pullbox PK-20

Retained feeder conduits extending beyond the station include:

Duct bank with 6 conduits connecting  
switching vault to existing the County  
manhole M21 in Third Ave-Ref Drawing  
00-E-624;

Duct bank with 12 conduits connecting  
switching vault to existing the County  
manhole M20 in Third Ave. - ref drawing  
00-E-643;

Duct bank with 6 conduits connecting the  
County vault M14 on James St to the  
County vault M3 - ref drawings URS047,  
URS048;

Duct bank with 6 conduits connecting the  
County vault M14 to the County vault M203  
on Third Avenue - ref drawings UR048,  
UR051;

Duct bank with 4 conduits connecting the County vault M203 on third Avenue to the County vault M213 on Prefontaine Place South;

And all other existing raceway elements required to provide a complete and operating DC feeder system as shown in the reference drawings.

- C. The County shall retain the communications duct bank of 4 conduits C190 to C193, extending from University Street station (drawing E702A) to the Exchange Building (drawing 00-E-643).
- D. Sound Transit shall supply power via the existing 26KV AC power supply, up to the line side of 41-W-501 and 41-W-502.
- E. The County shall retain the AC circuit breakers in the substation.
- F. Sound Transit shall be responsible for maintaining the power to the substation ancillary electrical panel AP-1 from emergency power panel EU4B for exclusive use by the County.
- G. The County shall retain use of existing phones in rooms 5R18-SW(R14) and 5R14-SW(R13), including:
  - 1. One County-owned voice grade phone connected to the County's proprietary telephone system via dedicated lines in the commercial telephone system;
  - 2. One ST-owned VOIP voice grade phone allowing dial out/dial in connections to the commercial telephone network;
  - 3. One ST-owned E-TELS emergency phone connected to Link Control Center; and
  - 4. One 10 Base T Category 5 circuit for use by the County's University Substation SCADA remote terminal unit, connected a T-1 grade circuit in the commercial telephone network.
- H. The County shall retain the right to make attachments to the interior of rooms 5R18-SW(R13) and 5R14-SW(R13) structure including walls, roof, and floor. Proposed County attachments to the structure shall require prior written approval of the attachment method from Sound Transit's Structural Engineering group .

- I. Sound Transit shall continue to provide access at no cost to the County from street parking through the roll up gate at the SW entrance and down the stairs to the room 5R18-SW(R13) utilizing the TAP process.

### **3. Olive Traction Power Substation No. 36**

The County shall retain the Olive Traction Power Substation No. 36 (“Olive TPSS”) assets as set forth below (the reference drawings for these assets are on file with Sound Transit’s Office of Property Management and include contract Olive Way (TPSS) Site Design Package drawings E002, E901, E902, E903, E904, E905, E906, E907, E908, 909, E911, E912, E914, E915, E920, E921, E923, E925, E930, E931, E950, E952, E954, E962, E990, E991, E992, E993):

- A. The County shall retain the Olive TPSS and all TPSS equipment required for operation of the facility. The substation is located in the cut and cover tunnel under 9<sup>th</sup> Avenue. The assets to be retained include all existing equipment for Olive TPSS including AC switchgear, Transformer, Rectifier, DC switchgear and disconnect switches, emergency batteries and charger, controls, annunciator, SCADA remote terminal unit, cable trays, conduit, and cables, and all other equipment necessary to make a complete and operating substation. The County shall have the right to place one spare transformer in the cut and cover tunnel under 9<sup>th</sup> Avenue per drawing E920.
- B. The County shall retain ownership of DC traction power feeder ducts and cables. These feeder cables include:

Duct bank of 14 conduits extending from the County vault M201 in Convention Place Station to the County vault S36M200 in 9th Avenue;

Duct bank of 10 conduits connecting the County vault S36M200 to the County vault S36M2 in 9th Ave;

Duct bank of 8 conduits connecting the County vault S36M200 to the County vault M55 in the intersection of 9th Ave and Pine St.;

Duct bank of 2 conduits connecting the County vault M55 to pole 40W-1019 at Minor Ave and Pine St.;

Duct bank of 2 conduits connecting the  
County vault M55 to pole 40W-1668 in Pine  
St.;

Duct bank of 3 conduits connecting the  
County vault M55 the County vault M33 in  
Pike St. and to pole 40W-1085 on 9th Ave.

- C. Sound Transit shall continue to supply power via the existing 26KV power supply, up to the line side of 36W-411 and 36-W-412.
- D. The County shall retain the AC circuit breakers in the substation.
- E. Sound Transit shall supply power from the Existing Emergency System Pullbox to Emergency Disconnect Switch (ECB) as depicted on sheet E921 of the KCM Olive Way (TPSS) Site Design Package As-Built REV 1 Set 05/15/2018.
- F. The County shall retain use of existing phones in the cut and cover tunnel under 9<sup>th</sup> Avenue, including:
  - 1. One County-owned voice grade phone connected to the County's proprietary telephone system via dedicated lines in the commercial telephone system;
  - 2. One ST-owned VOIP voice grade phone allowing dial out/dial in connections to the commercial telephone network;
  - 3. One ST-owned E-TELS emergency phone connected to Link Control Center; and
  - 4. One 10 Base T Category 5 circuit for use by the County's Olive Substation SCADA remote terminal unit, connected to a T-1 grade circuit in the commercial telephone network.
- G. The County shall retain the modular TPSS located inside the cut and cover tunnel structure under 9<sup>th</sup> Avenue. Proposed County attachments or modifications to the interior of the cut and cover tunnel structure shall require prior written approval of the attachment method from Sound Transit's Structural Engineering group.

- H. Sound Transit shall continue to allow access at no additional cost to the County (1) from street parking through the pop-up stairway hatch in street right of way at the NW quadrant of 9<sup>th</sup> and Pine, and (2) through the existing door in the Washington State Convention Center (the “access door”). For both (1) and (2), the County shall notify Sound Transit of the time and duration of entry via the Link Control Center at 206-205-8177. The access door is and shall remain locked so that only authorized King County or Sound Transit personnel may enter from the Convention Center side. Both Sound Transit and the County shall have keys to the access door. Sound Transit may integrate the access door with Sound Transit’s DSTT security system at Sound Transit’s sole cost and expense. The County shall own and maintain the existing wooden stairway from the access door. The County may repair, improve, or replace the stairway at the County’s sole cost and expense, subject to Sound Transit’s approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

#### **4. Pioneer Square Station 700MHz Repeater**

- A. The County shall retain ownership of the 700 MHz Repeater Site at the Pioneer Square Station, and its interconnecting path to the County’s Radio Core.
- B. Sound Transit shall continue to provide access, at no additional cost to the County, to the 700 MHz Repeater Site through the existing utility door located on the mezzanine level at the Pioneer Square Station, utilizing the TAP process or such other less rigorous process as the Parties may negotiate.

#### **5. General Provisions**

- A. Sound Transit shall supply 26KV power at existing levels via the existing 26KV AC power supply via a primary and redundant secondary cable system.
- B. Sound Transit shall, as described above, supply ancillary power, including emergency power at existing levels and with reliability equal to Sound Transit’s emergency power supply.
- C. If Sound Transit makes improvements in the reliability of the 26KV AC supply, such improvements shall be made available also to the County's traction power substations at no cost to the County.
- D. In order to upgrade technology and/or accommodate future Sound

Transit projects, Sound Transit may from time-to-time at its own expense revise telephone service described above, or shall arrange for an alternative service acceptable to the County.

- E. Sound Transit shall continue to provide and maintain an Emergency Phone at each of the County's traction power substations.
- F. Sound Transit shall continue to provide and maintain existing ventilation, lighting, heating, security door hardware, and intrusion detection serving the Retained Assets.
- G. Sound Transit shall continue to provide fire detection at South Jackson TPSS and University Street TPSS. The County shall retain and operate the fire detection system at Olive TPSS and Sound Transit shall receive an advisory signal.

END RETAINED ASSETS LIST

## **EXHIBIT D**

### **DSTT TRANSFER AND CONVEYANCE AGREEMENT**

THIS DSTT TRANSFER AND CONVEYANCE AGREEMENT (“Conveyance Agreement”) is entered into by and between King County (“County”), the Central Puget Sound Regional Transit Authority (“Sound Transit”) and the City of Seattle (“City”) (collectively, the “parties”). This Conveyance Agreement shall be effective as of the date it has been executed by all parties (“Effective Date”).

#### **RECITALS**

1. The Downtown Seattle Transit Tunnel Transfer Agreement between the County and Sound Transit dated \_\_\_\_\_ (“Transfer Agreement”) sets forth the terms and conditions by which the County will transfer the Downtown Seattle Transit Tunnel, including certain DSTT Assets (collectively, “DSTT”) to Sound Transit. Terms not otherwise defined herein shall have the meaning given to them in the Transfer Agreement.
2. This Conveyance Agreement implements the assignments, transfers and conveyances set forth in the Transfer Agreement as of the Closing Date.
3. This Conveyance Agreement terminates two agreements as of the Closing Date:
  - The 1985 Master Cooperation Agreement by and between the City of Seattle and the Municipality of Metropolitan Seattle for the Downtown Seattle Transit Project authorized by City Ordinance 119975 (“Master Cooperation Agreement”) in which the City granted Metro (now the County) the right to use the City right-of-way for the DSTT for so long as it is used for public transportation purposes.
  - The Agreement regarding the Design, Construction, Operation and Maintenance of the Downtown Seattle Transit Tunnel and Related Facilities between and among King County, the City of Seattle and the Central Puget Sound Regional Transit Authority revised June 24, 2002 (the “Joint Operating Agreement”), in which the parties agreed to joint use of the DSTT by Sound Transit and the County for transportation purposes and in which the City acknowledged that the public transportation uses of the DSTT contemplated in the Joint Operating Agreement are specifically authorized under both the Master Cooperation Agreement and the Agreement between the City of Seattle and Sound Transit for Grant of Non-Exclusive Use of a Light Rail Transit Way as Related to the Central Link Light Rail Project, dated July 2000 and authorized by City Ordinance 1199975 (the “Transit Way Agreement”).

4. The County and Sound Transit represent and warrant that the Conditions to Closing set forth in the Transfer Agreement have been met or waived.
5. The Closing Date is \_\_\_\_\_.

In consideration of the mutual covenants set forth below and in the Transfer Agreement the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## **AGREEMENT**

### **1.0 TRANSFER AND CONVEYANCE OF DSTT**

1.1 The DSTT is hereby transferred and conveyed to Sound Transit as of the Closing Date by the County's delivery of a fully executed copy of this Conveyance Agreement to Sound Transit. With this Conveyance Agreement, the County shall also deliver to Sound Transit a Quitclaim Deed conveying, transferring, and assigning the real property, easements, rights, interests, and obligations identified in Exhibit B to the Transfer Agreement. The Quitclaim Deed shall provide that it is subject to the terms of this Conveyance Agreement and its exhibits. A fully executed copy of this Conveyance Agreement and its exhibits shall be attached to the deed and recorded in the real property records of King County Washington.

1.2 Pursuant to the terms of the Metro Facilities Agreement attached hereto as Exhibit D-1, the County shall retain all right, title, ownership and rights of use to the Retained Assets.

### **2.0 TERMINATION OF MASTER COOPERATION AGREEMENT**

2.1 As of the Closing Date, the Master Cooperation Agreement is terminated.

### **3.0 TERMINATION OF JOINT OPERATING AGREEMENT**

3.1 As of the Closing Date, the Joint Operating Agreement is terminated.

### **4.0 IMPLEMENTATION OF THE TRANSITWAY AGREEMENT**

4.1 Prior to the Closing Date, Sound Transit and the City shall implement provisions of the Transitway Agreement authorized by Ordinances 119975 and 120788 (the "Transitway Agreement") to reflect the transfer of the DSTT.

4.2 As of the Closing Date, Sound Transit and the City intend for the DSTT to be a part of the Light Rail Transit System under the Transitway Agreement. Specifically, the parties intend for the DSTT to become a Light Rail Transit Facility and a Light Rail Transit Station as defined in Sections 1.7 and 1.8 of the Transitway Agreement. Pursuant to Sections 1.7, 1.8 and 1.9 of the Transitway Agreement, Light Rail Transit Facilities and Light Rail Transit Stations are a part of the Light Rail Transit System.

4.3 The parties shall implement Section 4.2 and incorporate the DSTT into the definition of Light Rail Transit System via the procedure outlined in Section 2.1 of the Transitway Agreement. Specifically, the Director of Seattle Transportation will file with the City Clerk the Final Right of Way Plans for the DSTT provided by Sound Transit and as contemplated in Section 2.1 of the Transitway Agreement. Sound Transit and the City acknowledge and agree that this filing with the City Clerk fulfills the requirements of the Transitway Agreement and all terms and conditions of the Transitway Agreement shall apply to the DSTT located within the City street right of way.

## **5.0 CITY ACKNOWLEDGEMENT OF TRANSFER**

5.1 As of the Closing Date, the City acknowledges that Sound Transit owns and possesses the DSTT, a portion of which is located within City street right of way, and that all rights to the use of the DSTT for public transportation purposes previously authorized under the Master Cooperation Agreement have been transferred to Sound Transit as contemplated in the Transfer Agreement and are specifically authorized through the implementation of the Light Rail Transit Way Agreement described in this Conveyance Agreement.

5.2 As of the Closing Date, the City further acknowledges that King County owns and possesses the Retained Assets, a portion of which are located within City street right of way, and that the use of the Retained Assets and Future Assets for public transportation purposes as contemplated in the Facilities Agreement is specifically authorized under the Light Rail Transit Way Agreement.

SIGNATURES APPEAR ON FOLLOWING PAGE

KING COUNTY METRO

By:\_\_\_\_\_

Date:\_\_\_\_\_

KING COUNTY FACILITIES  
MANAGEMENT DIVISION

By:\_\_\_\_\_  
Anthony Wright, Director

Date:\_\_\_\_\_

Approved as to form:

By:\_\_\_\_\_  
Name, Title

SOUND TRANSIT

By:\_\_\_\_\_

Date:\_\_\_\_\_

Approved as to form:

By:\_\_\_\_\_  
Name, Title

THE CITY OF SEATTLE

By:\_\_\_\_\_

Date:\_\_\_\_\_

Approved as to form:

By:\_\_\_\_\_  
Name, Title

**EXHIBIT D-1**  
**METRO FACILITIES AGREEMENT**

**WHEN RECORDED RETURN TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT E**

**QUIT CLAIM DEED**

Downtown Seattle Transit Tunnel

**Grantor:** KING COUNTY, a home rule charter county and political subdivision of the State of Washington

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

**Legal Description:** Ptns of Blocks 26 and 27, and ptn of vacated King Street adjoining said blocks, vacated by Seattle Ordinance No. 18078, as shown on D.S. Maynard's Plat of the Town (now City) of Seattle, recorded in Vol. 1 of Plats, Pg. 23, Records of King County, WA'; see Exhibit B-1 for remainder of legal description

**Tax Parcel No.:** 8809700000, 5247801292; see Exhibit B-7 for remainder of tax parcels, all located in King County, Washington

1. THE GRANTOR, KING COUNTY, a home rule charter county and political subdivision of the State of Washington, and THE GRANTEE, CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority organized under chapter 81.112 RCW, are parties to that certain Downtown Seattle Transit Tunnel Transfer Agreement dated \_\_\_\_\_ (the "Transfer Agreement"). Pursuant to the Transfer Agreement, Grantor and Grantee have entered into that certain DSTT Transfer and Conveyance Agreement dated \_\_\_\_\_ (the "Conveyance Agreement") whereby

Grantor transfers to Grantee the Downtown Seattle Transit Tunnel located in King County, Washington, as depicted in attached Exhibit A. This Quit Claim Deed is subject to the terms and conditions of the Conveyance Agreement, a copy of which is attached hereto as Exhibit D.

2. For and in consideration of supporting public transportation and public facilities, and in consideration of Grantee's acceptance of responsibility for the DSTT Assets as defined herein, Grantor hereby conveys, transfers, quit claims, and assigns to Grantee, all of Grantor's right, title and interest in (i) the tunnel structure itself, situated in King County, Washington, located as described on attached Exhibit B-1; (ii) the improvements comprising the tunnel stations and other fixed assets, described on Exhibit B-2; (iii) the easements and agreements described on Exhibit B-3; and (iv) the Grantor-owned public artwork and supporting agreements, described on attached Exhibits B-4 and B-5; and (v) the real property upon which portions of the tunnel structure are located, as legally described on attached Exhibit B-6 (collectively, the "DSTT Assets"). Grantee hereby accepts the rights and obligations under the leases, contracts, and agreements contained within Exhibit B-3 and B-5 and shall be solely responsible and liable for complying with the obligations set forth in the therein as of the date set forth below.
3. Grantee, and its successors and assigns, acknowledges, accepts and acquires the DSTT Assets on an "as-is with all faults" basis with any and all patent and latent defects, including, without limitation, the structural condition of the DSTT Assets, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the DSTT Assets, and the compliance or noncompliance of or by the DSTT Assets or its operation with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. Grantee acknowledges and agrees that it shall have no recourse against Grantor for, and waives, releases and discharges forever the Grantor from, any and all past, present or future claims or demands, and any and all past, present or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown (collectively, "Losses"), which Grantee might have asserted or alleged against the Grantor arising from or in any way related to the DSTT Assets, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the DSTT Assets. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or decree or by order of or agreement with any governmental authority, or that is conducted voluntarily, (b) losses for injury or death of any person, and (c) losses arising under any Environmental Law, whether or not enacted prior to or after transfer of the DSTT Assets.

4. For purposes of the preceding paragraph: (a)“Environmental Laws” means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. (“RCRA”); the Washington State Model Toxics Control Act, RCW ch. 70A.305 (“MTCA”); the Washington Hazardous Waste Management Act, RCW ch. 70A.300; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48; and any laws concerning above ground or underground storage tanks; and (b)“Hazardous Substance” means any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law.
5. Grantor and Grantee, for themselves and their successors and assigns, further hereby covenant and agree that the provisions of Articles 3.3.2 and 3.3.3 of the Transfer Agreement, reproduced as Exhibit C, are incorporated herein by reference and shall be covenants running with the real property rights transferred herein that are enforceable by the Grantor, Grantee, and their respective successors and assigns.
6. Grantor and Grantee agree to cooperate, to perform such other acts, and to execute, deliver, and record such other documents, updated documents, and interests, including but not limited to necessary corrections to the legal description or the assignment of any real property interest inadvertently omitted from Exhibit B-3, as either Grantor or Grantee, or their respective counsel, may reasonably require to effectuate the intent of this Quit Claim Deed.
7. This Quit Claim Deed may be executed in any number of counterparts, each of which counterparts, when executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument.

Dated: \_\_\_\_\_, 2022.

**GRANTOR:**

KING COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GRANTEE:**

CENTRAL PUGET SOUND REGIONAL  
TRANSIT AUTHORITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Senior Deputy Prosecuting Attorney

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Sound Transit Legal Counsel

STATE OF WASHINGTON )

) ss.

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared \_\_\_\_\_, known to me to be the individual that executed the foregoing instrument on behalf of KING COUNTY, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the purposes therein mentioned.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_.

My commission expires \_\_\_\_\_.

STATE OF WASHINGTON )

) ss.

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared \_\_\_\_\_, known to me to be the individual that executed the foregoing instrument on behalf of CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the purposes therein mentioned.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

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

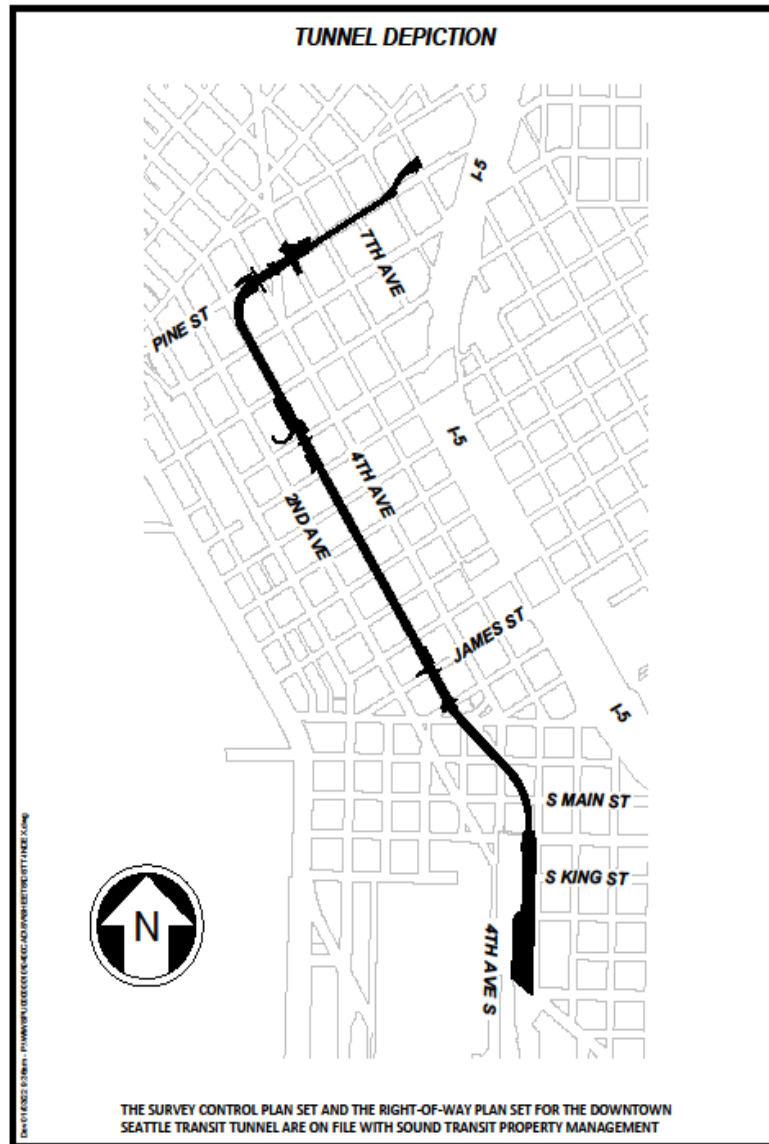
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_.  
My commission expires \_\_\_\_\_.

**EXHIBIT A**

### DSTT DEPICTION



## **EXHIBIT B-1**

### **DSTT STRUCTURE**

The Downtown Seattle Transit Tunnel structure (whose general alignment is approximately depicted on Exhibit A) beginning at the Northerly margin of Airport Way and the entrance to the light rail staging area located between 4<sup>th</sup> Avenue South and 5<sup>th</sup> Avenue South; thence continuing northerly, crossing under South Jackson Street and South Main Street; thence continuing northwesterly under the intersection of South Washington Street, 4<sup>th</sup> Avenue South and Prefontaine Place South; thence northwesterly along Prefontaine Place South, crossing under the intersection of Prefontaine Place South, Yesler Way and 3rd Avenue; thence continuing northwesterly along 3rd Avenue crossing under Jefferson Street, James Street, Cherry Street, Columbia Street, Marion Street, Madison Street, Spring Street, Seneca Street, University Street, Union Street and Pike Street; thence continuing northwesterly along 3rd Avenue to approximately the middle of the block lying between Pike Street and Pine Street; thence turning northeasterly through an angle to Pine Street; thence continuing northeasterly along Pine Street crossing under 4th Avenue; 5th Avenue; 6th Avenue; 7th Avenue and 8th Avenue; thence turning northerly and then easterly to 9th Avenue; thence crossing under 9th Avenue to the point of terminus at the northeasterly line of 9th Avenue and the former entrance to the Convention Place Station.

The DSTT Structure includes the International District Station located between Airport Way and South Jackson Street, Pioneer Square Station located between Prefontaine Place South and Cherry Street, University Street Station located between Seneca Street and Union Street, and Westlake Station located between 3<sup>rd</sup> Avenue and 6<sup>th</sup> Avenue (collectively, the "DSTT Stations").

## **EXHIBIT B-2**

### **DSTT FIXED ASSETS**

- Except as provided in Exhibit C of that certain Metro Facilities Agreement dated \_\_\_\_ related to Retained Assets, all County-owned improvements, structures, systems, signage, components, artwork, and fixtures, including but not limited to those that are a part of or enclosed in the DSTT Assets or any of the DSTT Stations and/or existing on or in the areas described in any of the Real Estate Rights listed on Exhibit B-3, within street right of way, or otherwise as of the Closing Date, and including but not limited to all County-owned ventilation ducts and associated street grates, emergency hatches and tunnels, elevators and escalators, connected to or extending from the DSTT Assets; and artwork and signage on and inlaid in sidewalks near DSTT Stations as of the Closing Date.
- Awnings at 3<sup>rd</sup> Avenue and University Street (the Unico Garage) and station canopies at 3<sup>rd</sup> Avenue and James Street (the Public Safety Building) and Prefontaine Park.



### **EXHIBIT B-3**

#### **DSTT REAL ESTATE RIGHTS AND AGREEMENTS**

Any and all easements, real property interests, rights, and obligations existing for the DSTT Assets, including, without limitation, the following documents or as otherwise described below:

	Recording Number	Date	Document	Tax ID.
International District Station	8801051081	4/30/87	Amended Quitclaim Deed of Easements	8809700000 5247801292
	9006222384	12/19/89	Easements for Public Transportation Purposes	5247801370 5247801380
	9201270620	1/10/92	Reservation of Easement	5247801440 5247801461
	20190228000387	3/14/18	Covenant	5247801440 5247801461
	8604210341	4/18/86	Subsurface Easement for Public Transportation Purposes	5247801430
	NA - court documents 86-2-11617-6	12/10/86	Judgment and Decree of Appropriation	5247801410
	20030428003453	4/28/03	DSTP Tunnel Easement Reservation Tashiro/Kaplan Buildings	8566600000
	20030428003454	4/28/03	DSTP Tunnel Easement Reservation Tashiro/Kaplan Buildings	8566600000
	9511301055	11/30/95	Transit Station Entrance Easement	0939000105
	8909210544	1/11/89	Transit Station Entrance Easement	0939000085

	Recording Number	Date	Document	Tax ID.
Pioneer Square Station	8708141323		Statutory Warranty Deed--Access Relinquishment Easement	0939000040
	8708141324	5/28/87	Easement and Construction Coordination Agreement	0939000040
	9508310887	5/27/94	Transit Station Entrance Easement and Construction Agreement	0942000855
University Street Station	8806160710	6/15/88	Easement Agreement	1974700120
	9807151772 9807098001	7/2/98	Transit Station Entrance Easement and Operating Agreement	1974700025
	8901090440	11/22/88	Easement Agreement	1974700105
	8712280509	12/14/87	Easement Agreement by and between the Municipality of Metropolitan Seattle and United States Postal Service	1974700080
	8610311704	9/10/86	Lot 5 Transit Way Easement	1975700380
	20011224002675	12/24/01	Easement Reservation for Bus Tunnel and Station Entrance	2764700000
	8701260806		Lot 2 Transit Way Easement	1975700365
	8701260805		Lot 2 Transit Way Easement	1975700365
	8701260804	10/16/86	Lot 2 Transit Way Easement	1975700365
	8801211595	11/20/87	Lot 2 Transit Way Easement	1975700365
	8701260807	11/20/87	Lot 2 Transit Way Easement	1975700365
	8709250819	9/25/87	Easement Agreement	1975700365
	NR	1/23/87	Entrance and Construction Agreement with Bon Marche	8634230000
	8706040293	3/20/87	Easement Agreement	8634230000
	8710050842	8/25/87	Transit Station Entrance and Construction Agreement	9301500000

	Recording Number	Date	Document	Tax ID.
Westlake Station	8910311963	10/26/89	Second Addendum to Transit Station Entrance and Construction Agreement	9301500000
	8910311964	10/17/89	Second Addendum to Transit Station Entrance and Construction Agreement	9301500000
	20151223000250	8/21/15	Third Addendum to Transit Station Entrance and Construction Agreement	9301500000
	9004041486	7/18/88	City Park Property to Metro	1975700175
	NR	2/20/87	Right of Entry, Easement and Construction Coordination Agreement	1975700180
	NR	3/27/90	Letter of Agreement RE Nordstrom Entrance to Westlake Station	1975700180
	8705141322	5/12/87	Easement Agreement	0659000070
	8705141323	5/12/87	Easement Agreement	0659000070
	NR	3/14/97	Agreement between King County and Nordstrom regarding the Development of the New Nordstrom Store and Modifications to Transit Tunnel Entry	0659000070
	9008031483	8/3/90	Reserved Subsurface Easement for Public Transportation Purposes	0660000804
	8911220576	11/22/89	Easement Reserved in Quitclaim Deed	0660000860 0660000865
	20130731001288	7/17/13	Covenant	0660000860 0660000865

Together with any and all documents purporting to grant a real estate interest for the DSTT Structure.

## **EXHIBIT B-4**

### **DSTT ARTWORK:**

#### **INTERNATIONAL DISTRICT STATION**

1. Alice Adams & Sonya Ishii, Lead Artists, station design and trellis structures, 1990. Wood, stone, granite, steel and paint.
2. Alice Adams, Stage / Performance Platform, 1990. Wood, stone, granite and paint.
3. Sonya Ishii, Zodiac, 1990. Brick.
4. Sonya Ishii, Zodiac, 1990. Brick.
5. Maureen Maar, Juncture and Idiom / Our Own, 1990. Stainless steel.
6. Maggie Smith, Untitled, 1990. Tile.
7. Sonya Ishii, Paper Chase, 1990. Stainless steel and paint.
8. Sonya Ishii with Dave Layton, Paper Chase, 1990. Stainless steel and paint.

#### **PIONEER SQUARE STATION**

1. Garth Edwards, Patron Saints / Curious Commuters, 1990. Steel.
2. Laura Sindell, Urban Canyon, 1990. Ceramic tile.
3. Laura Sindell, Urban Canyon, 1990. Ceramic tile.
4. Kate Ericson and Mel Ziegler, Artifact Clocks, 1990. Aluminum and found objects.
5. Jim Garrett, Gates, 1990. Steel.
6. Brian Goldbloom, 1990. Granite.

#### **UNIVERSITY STREET STATION**

1. Vicki Scuri, The Belt Line, 1990. Granite.

2. Bill Bell, The Northern Lights, 1990. Light sticks.
3. Robert Teeple, Electric Lascaux, 1990. LEDs.
4. Erin Shie Palmer, Temple of Music, 1998.

#### WESTLAKE STATION

1. Bill Whipple, Question Mark, 1990. Stainless steel, granite, concrete.
2. Heather Ramsay. Hickory Dickory Dock Clock, 1990. Steel, polished copper.
3. Fay Jones, 1990. Porcelain enamel on steel.
4. Gene Gentry McMahon, 1990. Porcelain enamel on steel.
5. Roger Shimomura, 1990. Porcelain enamel on steel.
6. Jack Mackie, 1990. Granite benches.
7. Jack Mackie, Terracotta Park, 1990. Terracotta tiles.
8. Vicki Scuri, Station Garment, 1990. Buff clay, transparent clay.

#### TUNNEL WIDE

1. (a) Kate Ericson and Mel Ziegler, Traveling Stories, 1990. Granite.
1. (b) Kate Ericson and Mel Ziegler, Traveling Stories, 1990. Granite.
2. Dyan Rey, Gingko, 1990. Cast iron.

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## **EXHIBIT B-5**

### **DSTT ARTIST AGREEMENTS**

1. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Kate Ericson dated September 16, 1986.
2. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Dyan Rey dated September 16, 1986.
3. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Laureen Mar dated November 19, 1986.
4. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Susan Point dated November 10, 1986.
5. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Gene Gentry McMahon dated September 19, 1986.
6. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Roger Shimomura dated October 8, 1986.
7. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and William J. Whipple dated September 16, 1986.
8. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Maren Hassinger, dated September 13, 1986.
9. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Jack Mackie dated September 16, 1986.
10. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Vicki Scuri dated September 18, 1986.

11. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Laura Sindell dated October 10, 1986.
12. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Bill Bell dated October 9, 1986.
13. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Garth Edwards dated September 17, 1986.
14. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and James A. Garrett dated September 16, 1986.
15. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Brian Goldbloom dated September 18, 1986.
16. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Fay Jones dated September 19, 1986.
17. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Heather Y. Ramsay dated September 22, 1986.
18. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Robert Teeple dated September 24, 1986.
19. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Alice Adams dated September 24, 1986.
20. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Sonya Ishii dated September 16, 1986.
21. Agreement for Artist Services for the Convention Place Wall Project between King County Department of Metropolitan Services and Maggie Smith dated October 12, 1994.

**EXHIBIT B-6**

**LEGAL DESCRIPTION**

**DSTT 101\_103**

**REC. NO. 8801051081**

**METRO'S STATION PARCEL EASEMENT**

A PARCEL OF LAND, BEING A PORTION OF BLOCK 26, A PORTION OF BLOCK 27, AND A PORTION OF VACATED KING STREET ADJOINING SAID BLOCKS, VACATED BY SEATTLE ORDINANCE NO. 18078, AS SHOWN IN D.S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 27;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 146.86 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 64.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 14.47 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 417.90 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 93.53 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 26;

THENCE ALONG THE EASTERLY LINE OF SAID BLOCK 26 AND ALONG THE NORTHERLY PROLONGATION OF SAID EASTERLY LINE, NORTH 1 DEGREE 19 MINUTES 39 SECONDS EAST, 209.10 FEET TO A POINT ON THE CENTERLINE OF SAID VACATED KING STREET;

THENCE ALONG THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID BLOCK 27 AND ALONG SAID EASTERLY LINE, NORTH 1 DEGREE 17 MINUTES 21 SECONDS EAST, 273.03 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 27;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, NORTH 88 DEGREES 45 MINUTES 48 SECONDS WEST, 107.98 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PARCEL OF LAND LYING ABOVE ELEVATION 45, PER OBSOLETE CITY OF SEATTLE DATUM.

A PARCEL OF LAND, BEING A PORTION OF BLOCK 26, AS SHOWN IN D.S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 27 OF SAID D.S. MAYNARD'S PLAT;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 64.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 14.47 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 391.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 26.90 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 17.17 FEET;

THENCE NORTH 39 DEGREES 3 MINUTES 22 SECONDS WEST, 15.62 FEET;

THENCE NORTH 1 DEGREE 18 MINUTES 30 SECONDS EAST, 15.00 FEET;

THENCE NORTH 88 DEGREES 41 MINUTES 30 SECONDS WEST, 7.05 FEET TO THE TRUE POINT OF BEGINNING.

#### **METRO'S NORTH PARCEL EASEMENT**

ALL OF THE FOLLOWING DESCRIBED PARCEL OF LAND WHICH LIES BELOW A PLANE, THE ELEVATION OF WHICH IS 24 FEET AT THE NORTH RIGHT-OF-WAY LINE OF JACKSON STREET AND 12 FEET AT THE SOUTH RIGHT-OF-WAY LINE OF MAIN STREET, PER OBSOLETE CITY OF SEATTLE DATUM.

A PARCEL OF LAND, BEING THE EASTERLY 78.00 FEET OF LOTS 5, 6, 7 AND 8, IN BLOCK 28, AS SHOWN ON D.S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH A PERPETUAL EASEMENT FOR LATERAL AND SUBJACENT SUPPORT FOR ALL IMPROVEMENTS NOW LOCATED OR IN THE FUTURE CONSTRUCTED ON METRO'S NORTH PARCEL EASEMENT.

**METRO'S SOUTH PARCEL EASEMENT**

ALL OF THE FOLLOWING DESCRIBED PARCEL OF LAND LYING BELOW ELEVATION 36, PER OBSOLETE CITY OF SEATTLE DATUM.

A PARCEL OF LAND, BEING A PORTION OF BLOCK 25, AND A PORTION OF BLOCK 26, AS SHOWN IN D.S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, ALSO A PORTION OF BLOCK 201, AND A PORTION OF BLOCK 202, AS SHOWN ON SHEET 30, VOLUME II OF SEATTLE TIDELANDS, AND A PORTION OF VACATED STREETS AND ALLEYS ADJOINING SAID BLOCKS, VACATED BY SEATTLE ORDINANCE NO. 18078, SAID PARCEL BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 27 OF SAID D.S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 64.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 14.47 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 417.90 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 0.80 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 23.40 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 22.70 FEET;

THENCE SOUTH 11 DEGREES 20 MINUTES 19 SECONDS WEST, 16.69 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 24.08 FEET;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 70 DEGREES

35 MINUTES 58 SECONDS, 29.67 FEET;

THENCE SOUTH 81 DEGREES 56 MINUTES 17 SECONDS WEST, 30.71 FEET;

THENCE SOUTH 32 DEGREES 27 MINUTES 50 SECONDS WEST, 76.83 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 386.87 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID BLOCK 202;

THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 51 DEGREES 59 MINUTES 31 SECONDS EAST, 203.03 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 202;

THENCE ALONG THE EASTERLY LINES OF SAID BLOCKS 202, 25 AND 26 AND THE NORTHERLY AND SOUTHERLY PROLONGATION OF SAID LINES, THE FOLLOWING THREE (3) COURSES:

- 1) THENCE NORTH 1 DEGREE 13 MINUTES 33 SECONDS EAST, 235.38 FEET TO A POINT ON THE CENTERLINE OF VACATED LANE STREET;
- 2) THENCE NORTH 1 DEGREE 21 MINUTES 57 SECONDS EAST, 305.92 FEET TO A POINT ON THE CENTERLINE OF VACATED WELLER STREET;
- 3) THENCE NORTH 1 DEGREE 19 MINUTES 39 SECONDS EAST, 97.05 FEET;

THENCE NORTH 88 DEGREES 41 MINUTES 30 SECONDS WEST, 92.73 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCELS INCLUDE ANY AND ALL INTERESTS THAT GRANTOR MAY HAVE BELOW THE STREETS WHICH ADJOIN SAID PARCELS.

TOGETHER WITH A PERPETUAL EASEMENT FOR LATERAL AND SUBJACENT SUPPORT FOR ALL IMPROVEMENTS NOW LOCATED OR IN THE FUTURE CONSTRUCTED ON METRO'S SOUTH PARCEL EASEMENT.

AND TOGETHER WITH A PERPETUAL EASEMENT IN THE SOUTH PARCEL LID TO ATTACH FACILITIES TO THE BOTTOM OF THE SOUTH PARCEL LID STRUCTURE.

**METRO'S PLAZA EASEMENT ON THE UNION STATION PARCEL**

ALL OF THE FOLOLOWING DESCRIBED PARCEL OF LAND ABOVE ELEVATION 28.5, (PER OBSOLETE CITY OF SEATTLE DATUM).

A PARCEL OF LAND BEING A PORTION OF BLOCK 27 AND A PORTION OF THE VACATED ALLEY IN SAID BLOCK, VACATED BY SEATTLE ORDINACE NO. 18078, AS SHOWN ON D. S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 27;

THENCE ALONG THE NORTHERLY LIINE OF SAID BLOCK 27, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 136.86 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 10.00 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 64.00 FEET;

THENCE NORTH 88 DEGREES 41 MINUTES 30 SECONDS WEST, 10.00 FEET;

THENCE NORTH 1 DEGREE 19 MINUTES 30 SECONDS EAST, 63.99 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL INCLUDES ANY AND ALL INTEREST WHICH GRANTOR MAY HAVE IN THE STREET WHICH ADJOINS SAID PARCEL.

**VENT LOCATIONS**

**PARCEL NO. 1**

A PARCEL OF LAND SITUATE IN VACATED S. WELLER ST., VACATED BY CITY OF SEATTLE ORDINANCE NO. 18078, SAID VACATED STREET LYING BETWEEN BLOCKS 25 AND 26 OF D.S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, KING COUNTY, WASHINGTON, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF SAID COUNTY, SAID PARCEL BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 27 OF SAID D.S.  
MAYNARD'S PLAT;

THENCE ALONG THE NORTH LINE OF SAID BLOCK, SOUTH 88 DEGREES 45  
MINUTES 48 SECONDS EAST, 250.84 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 556.57 FEET TO THE  
TRUE POINT OF BEGINNING;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 12.00 FEET;

THENCE NORTH 88 DEGREES 41 MINUTES 30 SECONDS WEST, 10.00 FEET;

THENCE NORTH 1 DEGREE 18 MINUTES 30 SECONDS EAST, 12.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 10.00 FEET TO THE  
TRUE POINT OF BEGINNING.

**PARCEL NO. 2**

A PARCEL OF LAND SITUATE IN VACATED S. WELLER ST., VACATED BY CITY OF  
SEATTLE ORDINANCE NO. 18078, SAID VACATED STREET LYING BETWEEN  
BLOCKS 25 AND 26 OF D.S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF  
SEATTLE, KING COUNTY, WASHINGTON, RECORDED IN VOLUME I OF PLATS,  
PAGE 23, RECORDS OF SAID COUNTY, SAID PARCEL BEING BOUNDED AND  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 27 OF SAID D.S.  
MAYNARD'S PLAT;

THENCE ALONG THE NORTH LINE OF SAID BLOCK, SOUTH 88 DEGREES 45  
MINUTES 48 SECONDS EAST, 250.84 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 589.57 FEET TO THE  
TRUE POINT OF BEGINNING;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 12.00 FEET;

THENCE NORTH 88 DEGREES 41 MINUTES 30 SECONDS WEST, 10.00 FEET;

THENCE NORTH 1 DEGREE 18 MINUTES 30 SECONDS EAST, 12.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 10.00 FEET TO THE  
TRUE POINT OF BEGINNING.

**PARCEL NO. 3**

A PARCEL OF LAND SITUATE IN BLOCK 25 OF D.S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, KING COUNTY, WASHINGTON, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF SAID COUNTY, SAID PARCEL BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 27 OF SAID D.S. MAYNARD'S PLAT;

THENCE ALONG THE NORTH LINE OF SAID BLOCK, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 250.84 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 703.32 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 12.00 FEET;

THENCE NORTH 88 DEGREES 41 MINUTES 30 SECONDS WEST, 12.00 FEET;

THENCE NORTH 1 DEGREE 18 MINUTES 30 SECONDS EAST, 12.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 12.00 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL NO. 4**

A PARCEL OF LAND SITUATE IN BLOCK 25 OF D.S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, KING COUNTY, WASHINGTON, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF SAID COUNTY, SAID PARCEL BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 27 OF SAID D.S. MAYNARD'S PLAT;

THENCE ALONG THE NORTH LINE OF SAID BLOCK, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 250.84 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 748.82 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 12.00 FEET;

THENCE NORTH 88 DEGREES 41 MINUTES 30 SECONDS WEST, 12.00 FEET;

THENCE NORTH 1 DEGREE 18 MINUTES 30 SECONDS EAST, 12.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 12.00 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL NO. 5**

A PARCEL OF LAND SITUATE IN VACATED S. LANE ST., VACATED BY CITY OF SEATTLE ORDINANCE NO. 18078, SAID VACATED STREET LYING BETWEEN BLOCK 202, AS SHOWN ON SHEET 30, VOLUME II OF SEATTLE TIDELANDS AND BLOCK 201 OF SAID SEATTLE TIDELANDS TOGETHER WITH BLOCK 25 OF D.S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, KING COUNTY, WASHINGTON, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF SAID COUNTY, SAID PARCEL BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 27 OF SAID D.S. MAYNARD'S PLAT;

THENCE ALONG THE NORTH LINE OF SAID BLOCK, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 250.84 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 862.52 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 12.00 FEET;

THENCE NORTH 88 DEGREES 41 MINUTES 30 SECONDS WEST, 10.00 FEET;

THENCE NORTH 1 DEGREE 18 MINUTES 30 SECONDS EAST, 12.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 10.00 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL NO. 6**

A PARCEL OF LAND SITUATE IN VACATED S. LANE ST., VACATED BY CITY OF SEATTLE ORDINANCE NO. 18078, SAID VACATED STREET LYING BETWEEN BLOCK 202, AS SHOWN ON SHEET 30, VOLUME II OF SEATTLE TIDELANDS AND BLOCK 201 OF SAID SEATTLE TIDELANDS TOGETHER WITH BLOCK 25 OF D.S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, KING COUNTY, WASHINGTON, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF SAID COUNTY, SAID PARCEL BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 27 OF SAID D.S. MAYNARD'S PLAT;

THENCE ALONG THE NORTH LINE OF SAID BLOCK, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 250.84 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 895.46 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 12.00 FEET;

THENCE NORTH 88 DEGREES 41 MINUTES 30 SECONDS WEST, 10.00 FEET;

THENCE NORTH 1 DEGREE 18 MINUTES 30 SECONDS EAST, 12.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 10.00 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL NO. 7**

A VENT LOCATION, REPRESENTED IN PLAN VIEW BY A LINE SEGMENT, 12.0 FEET IN LENGTH, SITUATE IN BLOCK 26 AS SHOWN ON D.S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, THE LOCATION OF SAID LINE SEGMENT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 27 OF SAID D.S. MAYNARD'S PLAT;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 64.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 14.47 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 417.90 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 0.80 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 10.40 FEET TO THE BEGINNING OF SAID LINE SEGMENT;

THENCE CONTINUING SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 12.00 FEET TO THE TERMINUS OF SAID LINE SEGMENT.

**SANITARY SEWER LOCATION**

A STRIP OF LAND, 20.0 FEET IN WIDTH, SITUATE IN VACATED LANE STREET, VACATED BY CITY OF SEATTLE ORDINANCE NO. 10078, SAID VACATED STREET LYING BETWEEN BLOCKS 201 AND 202, AS SHOWN ON SHEET 30, VOLUME II OF SEATTLE TIDELANDS, RECORDS OF KING COUNTY, WASHINGTON, SAID STRIP BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 27 OF D. S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF SAID COUNTY;

THENCE ALONG THE WESTERLY LINES OF BLOCKS 27, 26 AND 25 BLOCK OF SAID D. S. MAYNARD'S PLAT AND ALONG THE NORTHERLY AND SOUTHERLY PROLONGATION OF SAID WESTERLY LINES AND ALONG THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID BLOCK 202, SOUTH 1 DEGREE 13 MINUTES 35 SECONDS WEST, 890.96 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 41 MINUTES 38 SECONDS EAST, 90.81 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 20.00 FEET;

THENCE NORTH 88 DEGREES 41 MINUTES 30 SECONDS WEST, 90.78 FEET TO A POINT ON SAID NORTHERLY PROLONGATION OF THE WESTERLY LINE OF BLOCK 202;

THENCE ALONG SAID NORTHERLY PROLONGATION, NORTH 1 DEGREE 13 MINUTES 25 SECONDS EAST, 20.00 FEET TO THE TRUE POINT OF BEGINNING.

**STORM WATER DETENTION LOCATION**

A PARCEL OF LAND, BEING A PORTION OF BLOCK 26, AS SHOWN ON D. S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, SAID PARCEL BOUNDED AND DESCRIBED AS FOLLOW:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 27;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 64.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 14.47 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 417.90 FEET;

THENCE SOUTH 80 DEGREES 41 MINUTES 30 SECONDS EAST, 0.80 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 23.40 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 22.70 FEET;

THENCE SOUTH 11 DEGREES 20 MINUTES 19 SECONDS WEST, 16.69 FEET TO THE BEGINNING OF CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 24.08 FEET;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 70 DEGREES 35 MINUTES 58 SECONDS, 29.67 FEET;

THENCE NORTH 1 DEGREE 18 MINUTES 30 SECONDS EAST, 36.00 FEET TO THE TRUE POINT OF BEGINNING.

**LIGHT AND AIR EASEMENT**

A PARCEL OF LAND, BEING A PORTION OF BLOCK 27 AND A PORTION OF VACATED KING STREET ADJOINING SAID BLOCK, VACATED BY SEATTLE ORDINANCE NO. 18078, AS SHOWN ON D. S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, SAID PARCEL BOUNDED AND DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 27;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 64.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 14.47 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 194.25 FEET;

THENCE NORTH 88 DEGREES 45 MINUTES 48 SECONDS WEST, 23.67 FEET;

THENCE NORTH 1 DEGREE 22 MINUTES 19 SECONDS EAST, 4.97 FEET;

THENCE SOUTH 88 DEGREES 37 MINUTES 42 SECONDS EAST, 9.25 FEET;

THENCE NORTH 1 DEGREE 17 MINUTES 21 SECONDS EAST, 185.52 FEET;

THENCE NORTH 1 DEGREE 18 MINUTES 30 SECONDS EAST, 3.80 FEET TO THE TRUE POINT OF BEGINNING.

**HORIZONTAL EXITS**

**HORIZONTAL EXIT NO. 1**

A HORIZONTAL EXIT LOCATION, REPRESENTED IN PLAN VIEW BY A LINE SEGMENT, 3.5 FEET IN LENGTH, SITUATED IN BLOCK 26 AS SHOWN ON D. S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, THE

LOCATION OF SAID LINE SEGMENT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 27 OF SAID D. S. MAYNARD'S PLAT;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 64.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 14.47 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 417.90 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 0.80 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 1.0 FEET TO THE BEGINNING OF SAID LINE SEGMENT;

THENCE CONTINUING SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 3.5 FEET TO THE TERMINUS OF SAID LINE SEGMENT.

#### **HORIZONTAL EXIT NO. 2**

A HORIZONTAL EXIT LOCATION, REPRESENTED IN PLAN VIEW BY A LINE SEGMENT, 3.5 FEET IN LENGTH, SITUATE IN BLOCK 25 AS SHOWN ON D. S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, THE LOCATION OF SAID LINE SEGMENT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 27, AS SHOWN ON D. S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF SAID COUNTY;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 64.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 14.47 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 417.90 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 0.80 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 23.40 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 22.70 FEET;

THENCE SOUTH 11 DEGREES 20 MINUTES 19 SECONDS WEST, 16.69 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 24.08 FEET;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THOROUGH A CENTRAL ANGLE OF 70 DEGREES 35 MINUTES 58 SECONDS, 29.67 FEET;

THENCE SOUTH 81 DEGREES 56 MINUTES 17 SECONDS WEST, 30.71 FEET;

THENCE SOUTH 32 DEGREES 27, MINUTES 50 SECONDS WEST, 76.83 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 43.25 FEET TO THE BEGINNING OF SAID LINE SEGMENT;

THENCE CONTINUING SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 3.5 FEET TO THE TERMINUS OF SAID LINE.

### **HORIZONTAL EXIT NO. 3**

A HORIZONTAL EXIT LOCATION, REPRESENTED IN PLAN VIEW BY A LINE SEGMENT, 3.5 FEET IN LENGTH, SITUATE IN BLOCK 201, AS SHOWN ON SHEET 30, VOLUME II OF SEATTLE TIDELANDS, IN THE RECORDS OF KING COUNTY, WASHINGTON, THE LOCATION OF SAID LINE SEGMENT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 27, AS SHOWN ON D. S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF SAID COUNTY;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGEES 45 MINUTES 48 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 64.00 FEET;

THENCE SOUTH 88 DEGEES 41 MINUTES 30 SECONDS EAST, 14.47 FEEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 417.90 FEET;

THENCE SOUTH 88 DEGREES 41 MINTES 30 SECONDS EAST, 0.80 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONS WEST, 23.40 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 22.70 FEET;

THENCE SOUTH 11 DEGREES 20 MINUTES 19 SECONDS WEST, 16.69 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 24.08 FEET;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THOROUGH A CENTRAL ANGLE OF 70 DEGREES 35 MINUTES 58 SECONDS, 29.67 FEET;

THENCE SOUTH 81 DEGREES 56 MINUTES 17 SECONDS WEST, 30.71 FEET;

THENCE SOUTH 32 DEGREES 27, MINUTES 50 SECONDS WEST, 76.83 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 193.25 FEET TO THE BEGINNING OF SAID LINE SEGMENT;

THENCE CONTINUING SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 3.5 FEET TO THE TERMINUS OF SAID LINE.

#### **HORIZONTAL EXIT NO. 4**

A HORIZONTAL EXIT LOCATION, REPRESENTED IN PLAN VIEW BY A LINE SEGMENT, 3.5 FEET IN LENGTH, SITUATE IN BLOCK 202, AS SHOWN ON SHEET 30, VOLUME II OF SEATTLE TIDELANDS, IN THE RECORDS OF KING COUNTY, WASHINGTON, THE LOCATION OF SAID LINE SEGMENT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 27, AS SHOWN ON D. S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF SAID COUNTY;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGEES 45 MINUTES 48 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 64.00 FEET;

THENCE SOUTH 88 DEGEES 41 MINUTES 30 SECONDS EAST, 14.47 FEEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 417.90 FEET;

THENCE SOUTH 88 DEGREES 41 MINTES 30 SECONDS EAST, 0.80 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONS WEST, 23.40 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 22.70 FEET;

THENCE SOUTH 11 DEGREES 20 MINUTES 19 SECONDS WEST, 16.69 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 24.08 FEET;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THOROUGH A CENTRAL ANGLE OF 70 DEGREES 35 MINUTES 58 SECONDS, 29.67 FEET;

THENCE SOUTH 81 DEGREES 56 MINUTES 17 SECONDS WEST, 30.71 FEET;

THENCE SOUTH 32 DEGREES 27, MINUTES 50 SECONDS WEST, 76.83 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 349.14 FEET TO THE BEINNING OF SAID LINE SEGMENT;

THENCE CONTINUING SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 3.5 FEET TO THE TERMINUS OF SAID LINE SEGMENT.

#### **HORIZONTAL EXIT NO. 5**

A HORIZONTAL EXIT LOCATION, REPRESENTED IN PLAN VEW BY A LINE SEGMENT, 7.0 FEET IN LENGTH, SITUATE IN BLOCK 27 AS SHOW ON D. S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, THE LOCATION OF SAID LINE SEGMENT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 27;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGEES 45 MINUTES 48 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 18.75 FEET TO THE BEGINNING OF SAID LINE SEGMENT;

THENCE CONTINUING SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 7.0 FEET TO THE TERMINUS OF SAID LINE SEGMENT.

#### **HORIZONTAL EXIT NO. 6**

A HORIZONTAL EXIT LOCATION, REPRESENTED IN PLAN VEW BY A LINE SEGMENT, 3.5 FEET IN LENGTH, SITUATE IN BLOCK 27 AS SHOW ON D. S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, THE LOCATION OF SAID LINE SEGMENT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 27;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGEES 45 MINUTES 48 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 0.67 FEET;

THENCE SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 3.00 FEET TO THE BEGINNING OF SAID LINE SEGMENT;

THENCE CONTINUING SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 3.5 FEET TO THE TERMINUS OF SAID LINE SEGMENT.

### **PORTAL LOCATIONS**

#### **PORTAL LOCATION NO. 1**

A PORTAL LOCATION, REPRESENTED IN PLAN VIEW BY A LINE SEGMENT, 7.0 FEET IN LENGTH, SITUATE IN BLOCK 27 AS SHOW ON D. S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, THE LOCATION OF SAID LINE SEGMENT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 27;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGEES 45 MINUTES 48 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 64.00 FEET;

THENCE SOUTH 88 DEGEES 41 MINUTES 30 SECONDS EAST, 14.47 FEEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 122.5 FEET TO THE BEGINNING OF SAID LINE SEGMENT;

THENCE CONTINUING SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 7.0 FEET TO THE TERMINUS OF SAID LINE SEGMENT.

#### **PORTAL LOCATION NO. 2**

A PORTAL LOCATION, REPRESENTED IN PLAN VIEW BY A LINE SEGMENT, 7.0 FEET IN LENGTH, SITUATE IN BLOCK 27 AS SHOW ON D. S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, THE LOCATION OF SAID LINE SEGMENT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 27;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGEES 45 MINUTES 48 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 64.00 FEET;

THENCE SOUTH 88 DEGEES 41 MINUTES 30 SECONDS EAST, 14.47 FEEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 142.50 FEET TO THE BEGINNING OF SAID LINE SEGMENT;

THENCE CONTINUING SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 7.0 FEET TO THE TERMINUS OF SAID LINE SEGMENT.

**DSTT 102\_104**

**REC. NO. 9006222384**

**PERMANENT SUBSURFACE EASEMENT**

THAT PORTION OF LOTS 7 AND 8, BLOCK 28, TOWN OF SEATTLE, AS LAID OUT BY D. S. MAYNARD, COMMONLY KNOWN AS D. S. MAYNARD'S PLAT OF SEATTLE, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 8 AND THE WEST LINE OF THE EAST 78.00 FEET OF SAID LOT;

THENCE SOUTH 01° 17' 05" WEST ALONG SAID WEST LINE 106.00 FEET;

THENCE NORTH 11° 28' 30" WEST ALONG 108.67 FEET TO THE NORTH LINE OF SAID LOT 8;

THENCE SOUTH 88° 45' 15" EAST ALONG SAID NORTH LINE 24.00 FEET TO THE POINT OF BEGINNING;

ALL LYING BELOW A SLOPING PLANE, BASED ON CITY OF SEATTLE DATUM, FROM AN ELEVATION OF 22.00 FEET ON THE NORTH LINE OF SAID LOT 8 TO AN ELEVATION OF 26.00 FEET ON THE MOST SOUTHERLY POINT OF THE ABOVE DESCRIBED PROPERTY;

CONTAINING 1,272 SQUARE FEET, MORE OR LESS.

SUBJECT TO ENCUMBRANCES OF RECORD

## **DSTT 106\_108**

**REC. NO. 9201270620**

### **PERMANENT SUBSURFACE EASEMENT**

THAT PORTION OF THE EAST HALF OF LOTS 3 AND 4, BLOCK 29, TOWN OF SEATTLE, AS LAID OUT BY D. S. MAYNARD, COMMONLY KNOWN AS D. S. MAYNARD'S PLAT OF SEATTLE, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 01°15'32" WEST ALONG THE EAST LINE OF SAID LOTS 3 AND 4 A DISTANCE OF 97.88 FEET TO A POINT ON A CURVE TO THE LEFT FROM WHENCE THE CENTER BEARS SOUTH 63°45'41" WEST 545 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE (THROUGH A CENTRAL ANGLE OF 11°29'30") 109.31 FEET TO THE WEST LINE OF THE EAST HALF OF SAID LOT 3; THENCE NORTH 01°14'51" EAST ALONG SAID WEST LINE 6.60 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 88°44'57" EAST ALONG SAID NORTH LINE 59.82 FEET TO THE POINT OF BEGINNING;

ALL LYING BELOW A SLOPING PLANE, BASED ON CITY OF SEATTLE DATUM, FROM AN ELEVATION OF 13.00 FEET ON THE NORTH LINE OF SAID LOT 3 TO AN ELEVATION OF 17.00 FEET ON THE MOST SOUTHERLY POINT OF THE ABOVE DESCRIBED PROPERTY.

AND;

THAT PORTION OF LOTS 5 AND 6, BLOCK 29, TOWN OF SEATTLE, AS LAID OUT BY D. S. MAYNARD, COMMONLY KNOWN AS D. S. MAYNARD'S PLAT OF SEATTLE, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5; THENCE NORTH 01°15'32" EAST ALONG THE WEST LINE OF SAID LOTS 5 AND 6 A DISTANCE OF 120.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE SOUTH 88°44'57" EAST ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 0.05 FEET TO A POINT ON A CURVE TO THE RIGHT FROM WHENCE THE CENTER BEARS SOUTH 57°02'18" WEST 575.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE (THROUGH A CENTRAL ANGLE OF 13°30'46") 136.61 FEET TO THE SOUTH LINE OF SAID LOT 5; THENCE NORTH 88°45'15" WEST ALONG SAID SOUTH LINE 62.44 FEET TO THE POINT OF BEGINNING;

ALL LYING BELOW A SLOPING PLANE, BASED ON CITY OF SEATTLE DATUM,  
FROM AN ELEVATION OF 13.00 FEET ON THE NORTH LINE OF SAID LOT 6 TO AN  
ELEVATION OF 19.00 FEET ON THE SOUTH LINE OF SAID LOT 5.

**DSTT 107**

**REC. NO. 8604210341**

**PERMANENT SUBSURFACE EASEMENT**

THAT PORTION OF THE WEST HALF OF LOT 3, BLOCK 29, TOWN OF SEATTLE, AS LAID OUT BY D. S. MAYNARD'S, COMMONLY KNOWN AS D.S. MAYNARD'S PLAT OF SEATTLE, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF SAID LOT 3; THENCE SOUTH 01°14'51" WEST ALONG THE EAST LINE OF THE SAID WEST HALF 6.60 FEET TO A POINT ON A CURVE TO THE LEFT FROM WHENCE THE CENTER BEARS SOUTH 52°16'11" WEST 545.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE (THROUGH A CENTER ANGLE OF 00°53'55") 8.55 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 88°44'57" EAST ALONG SAID NORTH LINE 5.43 FEET TO THE POINT OF BEGINNING;

ALL LYING BELOW A LEVEL PLANE AT ELEVATION 13.00 FEET, BASED ON CITY OF SEATTLE DATUM;

CONTAINING 18 SQUARE FEET, MORE OR LESS.

SUBJECT TO ENCUMBRANCES OF RECORD.

## **DSTT 109**

### **SCC 82-6-11617-6**

#### **PERMANENT SUBSURFACE EASEMENT**

THE PERMANENT SUBSURFACE EASEMENT TAKEN BY METRO IS LEGALLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOTS 1 AND 2, BLOCK 29, TOWN OF SEATTLE, AS LAID OUT BY D. S. MAYNARD, COMMONLY KNOWN AS D. S. MAYNARD'S PLAT OF SEATTLE, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 88°44'39" EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 33.79 FEET; THENCE SOUTH 41°16'38" EAST 74.23 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT OF RADIUS 575.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE (THROUGH A CENTRAL ANGLE OF 05°34'06") 55.88 FEET TO A POINT ON THE EAST LINE OF SAID LOT2; THENCE SOUTH 01°15'32" WEST ALONG SAID EAST LINE 22.42 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 88°44'57" WEST ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 65.25 FEET TO A POINT ON A CURVE TO THE LEFT FROM WHENCE THE CENTER BEARS SOUTH 51°22'16" WEST 545.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE (THROUGH A CENTRAL ANGLE OF 08°14'29") 78.39 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; THENCE NORTH 01°14'10" EAST ALONG THE WEST LINE OF SAID LOTS 2 AND 1 A DISTANCE OF 63.73 FEET TO THE POINT OF BEGINNING;

ALL LYING BELOW A SLOPING PLANE, BASED ON CITY OF SEATTLE DATUM, FROM AN ELEVATION OF 7.00 FEET ON THE NORTH LINE OF SAID LOT 1 TO AN ELEVATION OF 13.00 FEET ON THE SOUTH LINE OF SAID LOT 2.

## **DSTT 200**

**REC. NO. 20030428003453 & 20030428003454**

### **TRANSIT WAY EASEMENT**

THAT PORTION OF LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 17, TOWN OF SEATTLE, AS LAID OUT BY D. S. MAYNARD, COMMONLY KNOWN AS D. S. MAYNARD'S PLAT OF SEATTLE, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, TOGETHER WITH THE VACATED ALLEY ADJOINING SAID LOTS, ALL LYING SOUTHWESTERLY OF THE SOUTHWESTERLY MARGIN OF PREFONTAINE PLACE SOUTH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF PREFONTAINE PLACE SOUTH AND THE WEST LINE OF SAID LOT 1; THENCE SOUTH 57°00'12" EAST ALONG SAID SOUTHWESTERLY MARGIN 150.60 FEET TO AN ANGLE POINT IN SAID MARGIN; THENCE SOUTH 31°22'21" EAST ALONG SAID SOUTHWESTERLY MARGIN 142.28 FEET TO THE SOUTH LINE OF SAID LOT 5; THENCE NORTH 88°45'45" WEST 19.03 FEET, THENCE NORTH 45°22'11" WEST 255.57 FEET TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 01°16'53" EAST ALONG THE WEST LINE OF SAID LOTS 2 AND 1 A DISTANCE OF 23.54 FEET TO THE POINT OF BEGINNING;

ALL LYING BELOW A SLOPING PLANE BASED ON CITY OF SEATTLE DATUM, FROM AN ELEVATION OF 20.00 FEET AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF PREFONTAINE PLACE SOUTH AND THE EAST MARGIN OF 3<sup>RD</sup> AVENUE SOUTH TO AN ELEVATION OF 7.00 FEET AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF PREFONTAINE PLACE SOUTH AND THE NORTH MARGIN OF SOUTH WASHINGTON STREET;

CONTAINING 8,717 SQUARE FEET, MORE OR LESS.

**DSTT 204**

**REC. NO. 8708141323**

**ACCESS RELINQUISHMENT EASEMENT**

A RESTRICTIVE COVENANT TO RELEASE ANY DIRECT ACCESS TO THE FOLLOWING DESCRIBED PROPERTY FROM JEFFERSON STREET.

LOTS 3, 6, 7, BLOCK 2, TOWN OF SEATTLE, AS LAID OUT ON CLAIMS OF C. D. BOREN AND A. A. DENNY COMMONLY KNOWN AS BOREN & DENNY'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAY RECORDED IN VOLUME 1 OF PLATS, PAGE 27, IN KING COUNTY, WASHINGTON; EXCEPT THE EASTERLY 9 FEET THEREOF CONDEMNED IN KING COUNTY SUPERIOR CORT CAUSE NO. 54135, FOR THE WIDENING OF 3RD AVENUE, AS PROVIDED BY ORDINANCE NO. 14345 OF THE CITY OF SEATTLE.

## **DSTT 208**

**REC. NO. 9511301055**

### **TRANSIT STATION ENTRANCE EASEMENT**

#### **LEGAL DESCRIPTION**

THAT PORTION OF LOT 7, BLOCK 3, TOWN OF SEATTLE, AS LAID OUT ON THE CLAIMS OF C.D. BOREN AND A.A. DENNY (COMMONLY KNOWN AS BOREN AND DENNY'S ADDITION TO THE CITY OF SEATTLE) AS RECORDED IN VOLUME 1 OF PLATS, PAGE 27, RECORDS OF KING COUNTY, WASHINGTON, AND MORE PARTICULARLY DESCRIBED BY SUB-UNIT I, II AND III AS FOLLOWS:

#### **SUB-UNIT I**

A PORTION OF LOT 7 IN SAID BLOCK 3, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE AND THE NORTHWESTERLY MARGIN OF JAMES STREET; THENCE SOUTH 59°27'00" WEST ALONG SAID NORTHWESTERLY MARGIN 63.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 59°27'00" WEST ALONG SAID MARGIN 21.60 FEET; THENCE NORTH 30°33'00" WEST 7.00 FEET; THENCE SOUTH 59°27'00" WEST 1.33 FEET; THENCE NORTH 30°33'00" WEST 10.43 FEET; THENCE NORTH 59°27'00" EAST 22.93 FEET; THENCE SOUTH 30°33'00" EAST 17.43 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 52.2 FEET AND THE TOP PLANE THEREOF AT ELEVATION 65.5 FEET, CITY OF SEATTLE DATUM.

CONTAINING 390 SQUARE FEET, MORE OR LESS; CONTAINING 5,192 CUBIC FEET, MORE OR LESS.

#### **SUB-UNIT II**

A PORTION OF LOT 7 IN SAID BLOCK 3, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF

SEATTLE AND THE NORTHWESTERLY MARGIN OF JAMES STREET; THENCE SOUTH 59°27'00" WEST ALONG SAID NORTHWESTERLY MARGIN 63.50 FEET; THENCE NORTH 30°33'00" WEST 20.75 FEET; THENCE NORTH 59°27'00" EAST 34.48 FEET; THENCE SOUTH 30°33'00" EAST 6.00 FEET; THENCE NORTH 59°27'00" EAST 29.00 FEET TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE; THENCE SOUTH 30°37'32" EAST ALONG SAID SOUTHWESTERLY MARGIN 14.75 FEET TO THE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT THE ELEVATION 21.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 65.6 FEET, CITY OF SEATTLE DATUM.

CONTAINING 1,143 SQUARE FEET, MORE OR LESS; CONTAINING 50,879 CUBIC FEET, MORE OR LESS.

### **SUB-UNIT III**

A PORTION OF LOT 7 IN SAID BLOCK 3, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF JAMES STREET AND THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE; THENCE NORTH 30°37'32" WEST ALONG SAID SOUTHWESTERLY MARGIN 14.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 59°27'00" WEST 29.00 FEET; THENCE NORTH 30°33'00" WEST 6.00 FEET; THENCE NORTH 59°27'00" EAST 28.99 FEET TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE; THENCE SOUTH 30°37'32" EAST ALONG SAID MARGIN 6.00 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 8.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 65.5 FEET, CIT OF SEATTLE DATUM.

CONTAINING 174 SQUARE FEET, MORE OR LESS; CONTAINING 10,004 CUBIC FEET, MORE OR LESS.

**DSTT 209-210**

**REC. NO. 8909210544**

**TRANSIT STATION ENTRANCE EASEMENT**

THAT PORTION OF LOT 3, BLOCK 3, TOWN OF SEATTLE AS LAID OUT ON THE CLAIMS OF C.D. BOREN (COMMONLY KNOWN AS BOREN AND DENNY'S ADDITION TO THE CITY OF SEATTLE) AS RECORDED IN VOLUME 1 OF PLATS, PAGE 27, RECORDS OF KING COUNTY, WASHINGTON, SAID PORTION BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

THE SOUTHEASTERLY 24.00 FEET OF SAID LOT 3; EXCEPT THE SOUTHWESTERLY 76 1/3 FEET THEREOF, AND EXCEPT THE NORTHEASTERLY 9 FEET THEREOF CONDEMNED FOR STREET PURPOSES UNDER CITY OF SEATTLE ORDINANCE NO. 14345;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 5.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 51.0 FEET, CITY OF SEATTLE DATUM; EXCLUDING THE VOLUME OCCUPIED BY FOOTINGS, PIERS AND FOUNDATIONS OF IMPORVEMENT EXISTING ON THE DATE OF THIS AGREEMENT;

CONTAINING 833 SQUARE FEET, MORE OR LESS; CONTAINING 38,330 CUBIC FEET, MORE OR LESS.

## **DSTT 211**

**REC. NO. 9508310887**

### **TRANSIT WAY STATION ENTRANCE EASEMENT**

#### **LEGAL DESCRIPTION**

THOSE PORTIONS OF BLOCK 32, ADDITION TO THE TOWN OF SEATTLE, AS LAID OUT ON THE CLAIMS OF C.D. BOREN AND A.A. DENNY AND H.L. YESLER (COMMONLY KNOWN AS C.D. BOREN'S ADDITION TO THE CITY OF SEATTLE) AS RECORDED IN VOLUME 1 OF PLATS, PAGE 25, RECORDS OF KING COUNTY, WASHINGTON AND MORE PARTICULARLY DESCRIBED BY SUB-UNITS I, II, III, IV, V, VI, VII, VIII AND IX AS FOLLOWS:

#### **SUB-UNIT I**

A PORTION OF LOTS 1 AND 4 IN SAID BLOCK 32, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF JAMES STREET AND THE NORTHEASTERLY MARGIN OF 3<sup>RD</sup> AVENUE AS ESTABLISHED BY CITY OF SEATTLE ORDINANCE NO. 14345; THENCE NORTH 30°37'32" WEST ALONG SAID NORTHEASTERLY MARGIN 163.30 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 30°37'32" WEST ALONG SAID MARGIN 27.30 FEET; THENCE NORTH 59°22'28" EAST 11.00 FEET; THENCE SOUTH 30°37'32" EAST 27.30 FEET; THENCE SOUTH 59°22'28" WEST 11.00 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 63.00 FEET AND THE TOP PLANE THEREOF AT ELEVATION 90.00 FEET, CITY OF SEATTLE DATUM;

CONTAINING 300 SQUARE FEET, MORE OR LESS; CONTAINING 8,108 CUBIC FEET, MORE OR LESS.

#### **SUB-UNIT II**

A PORTION OF LOTS 4 AND 5 IN SAID BLOCK 32, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF JAMES STREET AND THE NORTHEASTERLY MARGIN OF 3<sup>RD</sup> AVENUE AS ESTABLISHED

BY CITY OF SEATTLE ORDINANCE NO. 14345; THENCE NORTH 30°37'32" WEST ALONG SAID NORTHEASTERLY MARGIN 112.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 30°37'32" WEST ALONG SAID NORTHEASTERLY MARGIN 51.10 FEET TO HEREIN REFERENCED POINT A; THENCE NORTH 59°22'28" EAST 11.00 TO HEREIN REFERENCED POINT B; THENCE SOUTH 30°37'32" EAST 51.10 FEET TO HEREIN REFERENCED POINT C; THENCE SOUTH 59°22'28" WEST 11.00 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING A SLOPING PLANE, WITH REFERENCE POINTS A AND B DESCRIBED HEREIN BEING AT ELEVATION 63.00 FEET AND THE TRUE POINT OF BEGINNING AND REFERENCE POINT C BEING AT ELEVATION 5.00 FEET, THE TOP PLANE OF SAID VERTICAL SPACE IS AT ELEVATION 90.00 FEET, ALL CITY OF SEATTLE DATUM;

CONTAINING 562 SQUARE FEET, MORE OR LESS; CONTAINING 31,478 CUBIC FEET, MOR OR LESS.

### **SUB-UNIT III**

A PORTION OF LOT 5 IN SAID BLOCK 32, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF JAMES STREET AND THE NORTHEASTERLY MARGIN OF 3<sup>RD</sup> AVENUE AS ESTABLISHED BY THE CITY OF SEATTLE ORDINANCE NO. 14345; THENCE NORTH 30°37'32" WEST ALONG SAID NORTHEASTERLY MARGIN 97.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 30°37'32" WEST ALONG SAID NORTHEASTERLY MARGIN 15.00 FEET; THENCE NORTH 59°22'28" EAST 11.00 FEET; THENCE SOUTH 30°37'32" EAST 15.00 FEET; THENCE SOUTH 59°22'28" WEST 11.00 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 5.00 FEET AND THE TOP PLANE THEREOF AT ELEVATION 90.00 FEET, CITY OF SEATTLE DATUM;

CONTAINING 165 SQUARE FEET, MORE OR LESS; CONTAINING 14,025 CUBIC FEET, MORE OR LESS.

### **SUB-UNIT IV**

A PORTION OF LOT 5 IN SAID BLOCK 32, BEING A VERTICAL SPACE CONTAINED WITHING THE VERTICAL EXTENSION OF THE BOUNDARY OF PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF JAMES STREET AND THE NORTHEASTERLY MARGIN OF 3D AVENUE AS ESTABLISHED BY

THE CITY OF SEATTLE ORDINANCE NO. 14345; THENCE NORTH 30°37'32" WEST ALONG SAID NORTHEASTERLY MARGIN 65.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 30°37'32" WEST ALONG SAID NORTHEASTERLY MARGIN 32.00 FEET; THENCE NORTH 59°22'28" EAST 11.00 FEET; THENCE SOUTH 30°37'32" EAST 32.00 FEET; THENCE SOUTH 59°22'28" WEST 11.00 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 5.00 FEET AND THE TOP PLANE THEREOF AT ELEVATION 68.10, CITY OF SEATTLE DATUM;

CONTAINING 352 SQUARE FEET, MORE OR LESS; CONTAINING 22,211 CUBIC FEET, MORE OR LESS.

#### **SUB-UNIT V**

A PORTION OF LOTS 5 AND 8 ON SAID BLOCK 32, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF JAMES STREET AND THE NORTHEASTERLY MARGIN OF 3<sup>RD</sup> AVENUE AS ESTABLISHED BY CITY OF SEATTLE ORDINANCE NO. 14345; THENCE NORTH 30°37'32" WEST ALONG SAID NORTHEASTERLY MARGIN 15.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 30°37'32" WEST ALONG SAID NORTHEASTERLY MARGIN 50.00 FEET; THENCE NORTH 59°22'28" EAST 11.00 FEET; THENCE SOUTH 30°37'32" EAST 50.00 FEET; THENCE SOUTH 59°22'28" WEST 11.00 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 5.00 FEET AND THE TOP PLANE THEREOF AT ELEVATION 90.00 FEET, CITY OF SEATTLE DATUM;

CONTAINING 550 SQUARE FEET, MORE OR LESS; CONTAINING 46,750 CUBIC FEET MORE OR LESS.

#### **SUB-UNIT VI**

A PORTION OF LOTS 5 AND 8 IN SAID BLOCK 32, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF JAMES STREET AND THE NORTHEASTERLY MARGIN OF 3<sup>RD</sup> AVENUE AS ESTABLISHED BY CITY OF SEATTLE ORDINANCE NO. 14345; THENCE NORTH 30°37'32" WEST ALONG SAID NORTHEASTERLY MARGIN 51.70 FEET; THENCE NORTH 59°22'28" EAST 11.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 30°37'32" WEST 38.00 FEET; THENCE NORTH 59°22'28" EAST 14.00 FEET; THENCE SOUTH

30°37'32" EAST 38.00 FEET; THENCE SOUTH 59°22'28" WEST 14.00 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 5.00 FEET AND THE TOP PLANE THEREOF AT ELEVATION 45.00 FEET, CITY OF SEATTLE DATUM;

CONTAINING 532 SQUARE FEET, MORE OR LESS; CONTAINING 21,280 CUBIC FEET, MORE OR LESS.

#### **SUB-UNIT VII**

A PORTION OF LOT 5 ON SAID BLOCK 32, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF JAMES STREET AND THE NORTHEASTERLY MARGIN OF 3<sup>RD</sup> AVENUE AS ESTABLISHED BY THE CITY OF SEATTLE ORDINANCE NO. 14345; THENCE NORTH 30°37'32" WEST ALONG SAID NORTHEASTERLY MARGIN 51.7 FEET; THENCE NORTH 59°22'28" EAST 11.00 FEET; THENCE NORTH 30°37'32" WEST 38.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 30°37'32" WEST 22.50 FEET TO HEREIN REFERENCED POINT A; THENCE NORTH 59°22'28" EAST 14.00 FEET TO HEREIN REFERENCED POINT B; THENCE SOUTH 30°37'32" EAST 22.50 FEET TO HEREIN REFERENCED POINT C; THENCE SOUTH 59°22'28" WEST 14.00 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 5.00 FEET AND THE TOP PLANE THEREOF BEING A SLOPING PLANE WITH REFERENCE POINTS A AND B DESCRIBED HEREIN BEING AT ELEVATION 57.97 FEET AND THE TRUE POINT OF BEGINNING AND REFERENCE POINT C BEING AT ELEVATION 45.00 FEET, ALL CITY OF SEATTLE DATUM;

CONTAINING 315 SQUARE FEET, MORE OR LESS; CONTAINING 14,643 CUBIC FEET, MORE OR LESS.

#### **SUB-UNIT VIII**

A PORTION OF LOTS 4 AND 5 IN SAID BLOCK 32, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF JAMES STREET AND THE NORTHEASTERLY MARGIN OF 3<sup>RD</sup> AVENUE AS ESTABLISHED BY THE CITY OF SEATTLE ORDINANCE NO. 14345; THENCE NORTH 30°37'32" WEST ALONG SAID NORTHEASTERLY MARGIN 51.70 FEET; THENCE NORTH 59°22'28" EAST 11.00 FEET; THENCE NORTH 30°37'32" WEST 60.50 FEET TO THE TRUE POINT

OF BEGINNING; THENCE CONTINUING NORTH 30°37'32" WEST 43.40 FEET TO  
HEREIN REFERENCED POINT A; THENCE NORTH 59°22'28" EAST 14.00 FEET TO  
HEREIN REFERENCED POINT B; THENCE SOUTH 30°37'32" EAST 43.40 FEET TO  
HEREIN REFERENCED POINT C; THENCE SOUTH 59°22'28" WEST 14.00 FEET TO THE  
TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING A SLOPING PLANE WITH  
REFERENCE POINTS A AND B DESCRIBED HEREIN BEING AT ELEVATION 54.26  
FEET AND THE TRUE POINT OF BEGINNING AND REFERENCE POINT C BEING AT  
ELEVATION 5.00 FEET; THE TOP PLANE OF SAID VERTICAL SPACE IS ALSO A  
SLOPING PLANE WITH REFERENCE POINTS A AND B DESCRIBED HEREIN BEING  
AT ELEVATION 83.00 FEET AND THE TRUE POINT OF BEGINNING AND REFERENCE  
POINT C BEING AT ELEVATION 57.97 FEET, ALL CITY OF SEATTLE DATUM.

CONTAINING 608 SQUARE FEET, MORE OR LESS; CONTAINING 24,824 CUBIC FEET,  
MORE OR LESS.

#### **SUB-UNIT IX**

A PORTION OF LOT 4 IN SAID BLOCK 32, BEING A VERTICAL SPACE CONTAINED  
WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED  
AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF JAMES  
STREET AND THE NORTHEASTERLY MARGIN OF 3<sup>RD</sup> AVENUE AS ESTABLISHED  
BY CITY OF SEATTLE ORDINANCE NO. 14345; THENCE NORTH 30°37'32" WEST  
ALONG SAID NORTHEASTERLY MARGIN 51.70 FEET; THENCE NORTH 59°22'28"  
EAST 11.00 FEET; THENCE NORTH 30°37'32" WEST 103.90 FEET TO THE TRUE POINT  
OF BEGINNING; THENCE CONTINUING NORTH 30°37'32" WEST 7.70 FEET TO  
HEREIN REFERENCED POINT A; THENCE NORTH 59°22'28" EAST 14.00 FEET TO  
HEREIN REFERENCED POINT B; THENCE SOUTH 30°37'32" EAST 7.70 FEET TO  
HEREIN REFERENCED POINT C; THENCE SOUTH 59°22'28" WEST 14.00 FEET TO THE  
TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING A SLOPING PLANE WITH  
REFERENCE POINTS A AND B, DESCRIBED HEREIN BEING AT ELEVATION 63.00  
FEET AND THE TRUE POINT OF BEGINNING AND REFERENCE POINT C BEING AT  
ELEVATION 54.26 FEET, THE TOP PLANE OF SAID VERTICAL SPACE AT  
ELEVATION 83.00 FEET; ALL CITY OF SEATTLE DATUM;

CONTAINING 108 SQUARE FEET, MORE OR LESS; CONTAINING 2,627 CUBIC FEET,  
MORE OR LESS.

#### **SUB-UNIT X**

A PORTION OF LOTS 1 AND 4 IN SAID BLOCK 32, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF JAMES STREET AND THE NORTHEASTERLY MARGIN OF 3<sup>RD</sup> AVENUE AS ESTABLISHED BY CITY OF SEATTLE ORDINANCE NO. 14345; THENCE NORTH 30°37'32" WEST ALONG SAID NORTHEASTERLY MARGIN 51.70 FEET; THENCE NORTH 59°22'28" EAST 11.00 FEET; THENCE NORTH 30°37'32" WEST 111.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 30°37'32" WEST 27.30 FEET; THENCE NORTH 59°22'28" EAST 14.00 FEET; THENCE SOUTH 30°37'32" EAST 27.30 FEET; THENCE SOUTH 59°22'28" WEST 14.00 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 63.00 FEET AND THE TOP PLANE THEREOF BEING AT ELEVATION 83.00 FEET, CITY OF SEATTLE DATUM;

CONTAINING 382 SQUARE FEET, MORE OR LESS; CONTAINING 7,644 CUBIC FEET, MORE OR LESS.

## **DSTT 307**

**REC. NO. 8806160710**

### **TRANSIT STATION ENTRANCE EASEMENT**

#### **LEGAL DESCRIPTION**

THAT PORTION OF LOTS 3, 6 AND 7, BLOCK 5, ADDITION TO THE TOWN OF SEATTLE, AS LAID OUT BY A.A. DENNY (COMMONLY KNOWN AS A.A. DENNY'S SECOND ADDITION TO THE CITY OF SEATTLE) AS RECORDED IN VOLUME 1 OF PLATS, PAGE 30 RECORDS OF KING COUNTY, WASHINGTON AND MORE PARTICULARLY DESCRIBED BY SUB-UNITS I THROUGH XVI AS FOLLOWS:

#### **SUB-UNIT I**

A PORTION OF LOT 7 ON SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF SENECA STREET AND THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE; THENCE NORTH 30°36'59" WEST ALONG SAID SOUTHWESTERLY MARGIN 32.54 FEET TO THE TRUE POINT OF BEGINNING:

THENCE SOUTH 59°23'01" WEST 8.38 FEET;

THENCE SOUTH 30°36'59" EAST 5.92 FEET;

THENCE SOUTH 59°23'01" WEST 11.83 FEET;

THENCE NORTH 30°36'59" WEST 9.50 FEET;

THENCE NORTH 59°23'01" EAST 3.00 FEET;

THENCE NORTH 30°36'59" WEST 1.41 FEET;

THENCE NORTH 59°23'01" EAST 1.50 FEET;

THENCE NORTH 30°36'59" WEST 13.78 FEET;

THENCE NORTH 59°23'01" EAST 15.71 FEET MORE OR LESS, TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE;

THENCE SOUTH 30°36'59" EAST ALONG SAID MARGIN 18.77 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 74.3 FEET AND THE TOP PLANE THEREOF AT ELEVATION 97.3 FEET, CITY OF SEATTLE DATUM;

CONTAINING 383 SQUARE FEET, MORE OR LESS; CONTAINING 8,809 CUBIC FEET, MORE OR LESS.

## **SUB-UNIT II**

A PORTION OF LOT 7 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE AND THE NORTHWESTERLY MARGIN OF SENECA STREET;

THENCE SOUTH 59°23'16" WEST ALONG THE NORTHWESTERLY MARGIN OF SENECA STREET 18.38 FEET;

THENCE NORTH 30°36'59" WEST 26.62 FEET;

THENCE NORTH 59°23'01" EAST 10.00 FEET;

THENCE NORTH 30°36'59" WEST 5.92 FEET;

THENCE NORTH 59°23'01" EAST 8.38 FEET TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE;

THENCE SOUTH 30°36'59" EAST ALONG SAID SOUTHWESTERLY MARGIN 32.54 FEET TO THE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION OF 74.3 FEET AND THE TOP PLANE THEREOF AT ELEVATION 113.3 FEET, CITY OF SEATTLE DATUM;

CONTAINING 539 SQUARE FEET, MORE OR LESS; CONTAINING 21,021 CUBIC FEET, MORE OR LESS.

## **SUB-UNIT III**

A PORTION OF LOT 7 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE AND THE NORTHWESTERLY MARGIN OF SENECA STREET;

THENCE SOUTH 59°23'16" WEST ALONG THE NORTHWESTERLY MARGIN OF SENECA STREET 18.38 FEET;

THENCE NORTH 30°36'59" WEST 17.62 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 59°23'01" WEST 8.92 FEET;

THENCE NORTH 30°36'59" WEST 9.00 FEET;

THENCE NORTH 59°23'01" EAST 8.92 FEET;

THENCE SOUTH 30°36'59" EAST 9.00 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION OF 29.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 138.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 80 SQUARE FEET, MORE OR LESS; CONTAINING 8,760 CUBIC FEET, MORE OR LESS.

#### **SUB-UNIT IV**

A PORTION OF LOT 7 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE AND THE NORTHWESTERLY MARGIN OF SENECA STREET;

THENCE SOUTH 59°23'16" WEST ALONG THE NORTHWESTERLY MARGIN OF SENECA STREET 18.38 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 59°23'16" WEST ALONG SAID NORTHWESTERLY MARGIN 4.67 FEET;

THENCE NORTH 30°36'59" WEST 17.62 FEET;

THENCE NORTH 59°23'01" EAST 4.67 FEET;

THENCE SOUTH 30°36'59" EAST 17.62 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 74.3 FEET  
AND THE TOP PLANE THEREOF AT ELEVATION 136.0 FEET, CITY OF SEATTLE  
DATUM;

CONTAINING 82 SQUARE FEET, MORE OR LESS; CONTAINING 5,059 CUBIC FEET,  
MORE OR LESS.

#### **SUB-UNIT V**

A PORTION OF LOT 7 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED  
WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED  
AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF  
THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF  
SEATTLE AND THE NORTHWESTERLY MARGIN OF SENECA STREET;

THENCE SOUTH 59°23'16" WEST ALONG THE NORTHWESTERLY MARGIN OF  
SENECA STREET 23.05 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT  
BEING AT ELEVATION 103.5 FEET;

THENCE CONTINUING SOUTH 59°23'16" WEST ALONG SAID NORTHWESTERLY  
MARGIN 6.00 FEET TO A POINT AT ELEVATION 107.1 FEET;

THENCE NORTH 30°36'59" WEST 17.62 FEET TO A POINT AT ELEVATION 107.1 FEET;

THENCE NORTH 59°23'01" EAST 6.00 FEET TO A POINT AT ELEVATION 103.5 FEET;

THENCE SOUTH 30°36'59" EAST 17.62 FEET TO THE TRUE POINT OF BEGINNING;

THE TOP PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 136.0 FEET, CITY  
OF SEATTLE DATUM;

CONTAINING 106 SQUARE FEET, MORE OR LESS; CONTAINING 3,254 CUBIC FEET,  
MORE OR LESS.

#### **SUB-UNIT VI**

A PORTION OF LOT 7 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED  
WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED  
AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE AND THE NORTHWESTERLY MARGIN OF SENECA STREET;

THENCE SOUTH 59°23'16" WEST ALONG THE NORTHWESTERLY MARGIN OF SENECA STREET 29.05 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 59°23'16" WEST ALONG SAID NORTHWESTERLY MARGIN 6.00 FEET;

THENCE NORTH 30°36'59" WEST 17.62 FEET;

THENCE NORTH 59°23'01" EAST 6.00 FEET;

THENCE SOUTH 30°36'59" EAST 17.62 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 107.1 FEET AND THE TOP PLANE THEREOF AT ELEVATION 136.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 106 SQUARE FEET, MORE OR LESS; CONTAINING 3,063 CUBIC FEET, MORE OR LESS.

#### **SUB-UNIT VII**

A PORTION OF LOT 3 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF SENECA STREET AND THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'59" WEST ALONG SAID SOUTHWESTERLY MARGIN 159.86 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 59°23'01" WEST 8.01 FEET;

THENCE NORTH 30°36'59" WEST 7.58 FEET;

THENCE NORTH 59°23'01" EAST 8.01 FEET TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE;

THENCE SOUTH 30°36'59" EAST ALONG SAID MARGIN 7.58 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 74.3 FEET AND THE TOP PLANE THEREOF AT ELEVATION 84.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 61 SQUARE FEET, MORE OR LESS; CONTAINING 622 CUBIC FEET, MORE OR LESS.

**SUB-UNIT VIII**

A PORTION OF LOTS 3 AND 6 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF SENECA STREET AND THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'59" WEST ALONG SAID SOUTHEASTERLY MARGIN 98.19 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 59°23'01" WEST 16.38 FEET;

THENCE NORTH 30°36'59" WEST 54.58 FEET;

THENCE NORTH 59°23'01" EAST 0.33 FEET;

THENCE NORTH 22°39'03" EAST 10.03 FEET;

THENCE NORTH 30°36'59" WEST 1.09 FEET;

THENCE NORTH 59°23'01" EAST 8.01 FEET TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE;

THENCE SOUTH 30°36'59" EAST ALONG SAID MARGIN 61.67 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 74.3 FEET AND THE TOP PLANE THEREOF AT ELEVATION 98.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 975 SQUARE FEET, MORE OR LESS; CONTAINING 23,108 CUBIC FEET, MORE OR LESS.

**SUB-UNIT IX**

A PORTION OF LOT 6 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF SENECA STREET AND THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'59" WEST ALONG SAID SOUTHWESTERLY MARGIN 92.19 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 59°23'01" WEST 16.38 FEET;

THENCE NORTH 30°36'59" WEST 6.00 FEET;

THENCE NORTH 59°23'01" EAST 16.38 FEET TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE;

THENCE SOUTH 30°36'59" EAST ALONG SAID MARGIN 6.00 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 74.3 FEET AND THE TOP PLANE THEREOF AT ELEVATION 114.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 98 SQUARE FEET, MORE OR LESS; CONTAINING 3,891 CUBIC FEET, MORE OR LESS.

#### **SUB-UNIT X**

A PORTION OF LOT 6 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF SENECA STREET AND THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'59" WEST ALONG SAID SOUTHWESTERLY MARGIN 78.69 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 59°23'01" WEST 16.38 FEET;

THENCE NORTH 30°36'59" WEST 13.50 FEET;

THENCE NORTH 59°23'01" EAST 16.38 FEET TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE;

THENCE SOUTH 30°36'59" EAST ALONG SAID MARGIN 13.50 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 83.7 FEET AND THE TOP PLANE THEREOF AT ELEVATION 114.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 221 SQUARE FEET, MORE OR LESS; CONTAINING 6,696 CUBIC FEET, MORE OR LESS.

**SUB-UNIT XI**

A PORTION OF LOT 6 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF SENECA STREET AND THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'59" WEST ALONG SAID SOUTHWESTERLY MARGIN 69.02 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING AT ELEVATION 97.3 FEET;

THENCE SOUTH 59°23'01" WEST 16.38 FEET TO A POINT AT ELEVATION 97.3 FEET;

THENCE NORTH 30°36'59" WEST 9.67 FEET TO A POINT AT ELEVATION 91.75 FEET;

THENCE NORTH 59°23'01" EAST 16.38 FEET TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE AT A POINT OF ELEVATION 91.75 FEET;

THENCE SOUTH 30°36'59" EAST ALONG SAID MARGIN 9.67 FEET TO THE TRUE POINT OF BEGINNING;

THE TOP PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 114.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 158 SQUARE FEET, MORE OR LESS; CONTAINING 3,077 CUBIC FEET, MORE OR LESS.

**SUB-UNIT XII**

A PORTION OF LOT 6 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF SENECA STREET AND THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'59" WEST ALONG SAID SOUTHWESTERLY MARGIN 67.02 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 59°23'01" WEST 16.38 FEET;

THENCE NORTH 30°36'59" WEST 2.00 FEET;

THENCE NORTH 59°23'01" EAST 16.38 FEET TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE;

THENCE SOUTH 30°36'59" EAST ALONG SAID MARGIN 2.00 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 97.3 FEET AND THE TOP PLANE THEREOF AT ELEVATION 114.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 33 SQUARE FEET, MORE OR LESS; CONTAINING 551 CUBIC FEET, MORE OR LESS.

### **SUB-UNIT XIII**

A PORTION OF LOTS 6 AND 7 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF SENECA STREET AND THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY SEATTLE;

THENCE NORTH 30°36'59" WEST ALONG SAID SOUTHWESTERLY MARGIN 54.27 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 59°23'01" WEST 16.38 FEET;

THENCE NORTH 30°36'59" WEST 12.75 FEET;

THENCE NORTH 59°23'01" EAST 16.38 FEET TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE;

THENCE SOUTH 30°36'59" EAST ALONG SAID MARGIN 12.75 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 97.3 FEET AND THE TOP PLANE THEREOF AT ELEVATION 138.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 209 SQUARE FEET, MORE OR LESS; CONTAINING 8,611 CUBIC FEET, MORE OR LESS.

**SUB-UNIT XIV**

A PORTION OF LOT 7 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF SENECA STREET AND THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'59" WEST ALONG SAID SOUTHWESTERLY MARGIN 50.02 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING AT ELEVATION 108.2 FEET;

THENCE SOUTH 59°23'01" WEST 16.38 FEET TO A POINT AT ELEVATION 108.2 FEET;

THENCE NORTH 30°36'59" WEST 4.25 FEET TO A POINT AT ELEVATION 105.8 FEET;

THENCE NORTH 59°23'01" EAST 16.38 FEET TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE AT A POINT OF ELEVATION 105.8 FEET;

THENCE SOUTH 30°36'59" EAST ALONG SAID MARGIN 4.25 FEET TO THE TRUE POINT OF BEGINNING;

THE TOP PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 138.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 70 SQUARE FEET, MORE OR LESS; CONTAINING 2,205 CUBIC FEET, MORE OR LESS.

**SUB-UNIT XV**

A PORTION OF LOT 7 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF SENECA STREET AND THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'59" WEST ALONG SAID SOUTHWESTERLY MARGIN 39.52 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 59°23'01" WEST 16.38 FEET;

THENCE NORTH 30°36'59" WEST 10.50 FEET;

THENCE NORTH 59°23'01" EAST 16.38 FEET TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE;

THENCE SOUTH 30°36'59" EAST ALONG SAID MARGIN 10.50 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 108.2 FEET AND THE TOP PLANE THEREOF AT ELEVATION 138.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 172 SQUARE FEET, MORE OR LESS; CONTAINING 5,212 CUBIC FEET, MORE OR LESS.

#### **SUB-UNIT XVI**

A PORTION OF LOT 7 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF SENECA STREET AND THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'59" WEST ALONG SAID SOUTHWESTERLY MARGIN 37.94 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 59°23'01" WEST 17.88 FEET;

THENCE NORTH 30°36'59" WEST 29.08 FEET;

THENCE NORTH 59°23'01" EAST 1.50 FEET;

THENCE SOUTH 30°36'59" EAST 27.50 FEET;

THENCE NORTH 59°23'01" EAST 16.38 FEET TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE;

THENCE SOUTH 30°36'59" EAST ALONG SAID MARGIN 1.58 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 113.3 FEET AND THE TOP PLANE THEREOF AT ELEVATION 138.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 69 SQUARE FEET, MORE OR LESS; CONTAINING 1,751 CUBIC FEET, MORE OR LESS.



## **DSTT 311**

### **REC. NO. 9807151772**

PORTIONS OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12 IN BLOCK 2 OF ADDITION TO THE TOWN OF SEATTLE, AS LAID OUT BY A.A. DENNY (COMMONLY KNOWN AS A.A. DENNY'S 2ND ADDITION TO THE CITY OF SEATTLE), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 30, IN KING COUNTY, WASHINGTON;

EXCEPT THE WESTERLY 12 FEET OF LOTS 1, 4, 5, 8, 9 AND 12, CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 7097 FOR THE WIDENING OF 2ND AVENUE, AS PROVIDED BY ORDINANCE NO. 1107; AND

EXCEPT THE EASTERLY 9 FEET OF LOTS 2, 3, 6, 7, 10 AND 11, CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 54135 FOR THE WIDENING OF 3RD AVENUE, AS PROVIDED BY ORDINANCE NO. 14345;

TOGETHER WITH THE VACATED ALLEY ADJOINING SAID LOTS IN BLOCK 2 OF A.A. DENNY'S 2ND ADDITION TO THE CITY OF SEATTLE, WHICH ATTACHED THERETO BY OPERATION OF LAW PURSUANT TO ORDINANCE NO. 113486 OF THE CITY OF SEATTLE, RECORDED UNDER RECORDING NO. 8707100830, IN KING COUNTY, WASHINGTON.

THE LANDS DESCRIBED ABOVE HEREINAFTER REFERRED TO AS "THE PARENT PARCEL".

#### SURFACE EASEMENT – STATION PORTION

A PORTION OF SAID PARENT PARCEL BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A STRIP 10 FEET IN WIDTH BEING 5 FEET OF EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY MOST CORNER OF SAID PARENT PARCEL; THENCE NORTH 30°36'58" WEST ALONG THE WESTERLY RIGHT OF WAY MARGIN OF 3RD AVENUE A DISTANCE OF 93.26 FEET TO THE POINT OF BEGINNING OF SAID STRIP CENTERLINE; THENCE SOUTH 12°52'15" WEST A DISTANCE OF 65.23 FEET TO THE TERMINUS OF SAID STRIP CENTERLINE AND A POINT HEREIN AFTER KNOWN AS REFERENCE POINT 'A'; FROM WHICH SAID EASTERLY MOST CORNER BEARS SOUTH 74°57'20" EAST 64.23 FEET DISTANT.

SAID STRIP SIDELINES TO BE LENGTHENED OR SHORTENED TO TERMINATE AT SAID WESTERLY RIGHT OF WAY MARGIN.

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING A SLOPING PLANE WITH THE POINT OF BEGINNING BEING AT ELEVATION 91.0'; AND REFERENCE POINT 'A' BEING AT ELEVATION 95.8'; AND THE TOP PLANE BEING THE LIMITS OF THE AS CONSTRUCTED FACILITIES, NAVD-88 DATUM.

SURFACE EASEMENT – NON-STATION PORTION

A PORTION OF SAID PARENT PARCEL BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARIES DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY MOST CORNER OF SAID PARENT PARCEL; THENCE NORTH 30°36'58" WEST ALONG THE WESTERLY RIGHT OF WAY MARGIN OF 3RD AVENUE A DISTANCE OF 93.26 FEET; THENCE SOUTH 12°52'15" WEST A DISTANCE OF 65.23 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 77°07'45" EAST A DISTANCE OF 7.37 FEET;

THENCE SOUTH 30°15'33" EAST A DISTANCE OF 17.47 FEET;

THENCE SOUTH 59°44'27" WEST A DISTANCE OF 20.08 FEET;

THENCE SOUTH 71°35'27" WEST A DISTANCE OF 6.40 FEET;

THENCE NORTH 30°15'33" WEST A DISTANCE OF 0.59 FEET;

THENCE SOUTH 59°44'27" WEST A DISTANCE OF 4.00 FEET;

THENCE NORTH 30°15'33" WEST A DISTANCE OF 2.50 FEET TO A POINT HEREINAFTER KNOWN AS REFERENCE POINT 'B';

THENCE CONTINUING NORTH 30°15'33" WEST A DISTANCE OF 7.00 FEET;

THENCE NORTH 59°44'27" EAST A DISTANCE OF 2.54 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 12.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°52'12" A DISTANCE OF 9.82 FEET;

THENCE NORTH 12°52'15" EAST A DISTANCE OF 14.69 FEET;

THENCE SOUTH 77°07'45" EAST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

THE BOTTOM PLANE OF THE PREVIOUSLY DESCRIBED VERTICAL SPACE BEING AT ELEVATION 95.8'; AND THE TOP PLANE BEING THE LIMITS OF THE AS CONSTRUCTED FACILITIES, NAVD-88 DATUM.

TOGETHER WITH;

A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF A STRIP OF VARYING WIDTH DESCRIBED AS FOLLOWS:

BEGINNING AT AFORESAID REFERENCE POINT 'B' AND THE BEGINNING OF A 9.50' WIDE STRIP BEING 2.50 FEET LEFT AND 7.00 FEET RIGHT OF THE FOLLOWING DESCRIBED LINE;

THENCE SOUTH 59°44'27" WEST A DISTANCE OF 38.76 FEET TO THE TERMINUS OF SAID LINE AND THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 69.68 FEET AND THE BEGINNING OF A STRIP 14.00' IN WIDTH BEING 7.00 FEET OF EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°34'42" A DISTANCE OF 8.00 FEET TO A POINT HEREINAFTER KNOWN AS REFERENCE POINT 'C';

THENCE CONTINUING WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°40'21" A DISTANCE OF 75.00 FEET TO A POINT HEREINAFTER KNOWN AS REFERENCE POINT 'D';

THENCE CONTINUING NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°55'39" A DISTANCE OF 47.34 FEET TO A POINT HEREINAFTER KNOWN AS REFERENCE POINT 'E' AND THE TERMINUS OF SAID CENTERLINE; FROM WHICH THE SOUTHERLY MOST CORNER OF SAID PARENT PARCEL BEARS SOUTH 03°40'23" EAST 133.23 FEET DISTANT.

THE BOTTOM PLANES OF SAID VERTICAL SPACE BEING SLOPING PLANES AS FOLLOWS:

REFERENCE POINT 'B' BEING AT ELEVATION 95.8';

REFERENCE POINT 'C' BEING AT ELEVATION 98.3';

REFERENCE POINT 'D' BEING AT ELEVATION 98.3';

REFERENCE POINT 'E' BEING AT ELEVATION 99.7';

AND THE TOP PLANE BEING THE LIMITS OF THE AS CONSTRUCTED FACILITIES, NAVD-88 DATUM.

### SURFACE EASEMENT – OPEN SPACE

THAT PORTION OF SAID PARENT PARCEL LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE WESTERLY MOST CORNER OF SAID PARENT PARCEL; THENCE SOUTH 30°37'04" EAST ALONG THE WESTERLY RIGHT OF WAY MARGIN OF 2ND AVENUE A DISTANCE OF 83.96 FEET TO THE POINT OF BEGINNING; THENCE NORTH 59°22'56" EAST A DISTANCE OF 39.71 FEET; THENCE SOUTH 38°59'05" EAST A DISTANCE OF 25.24 FEET; THENCE SOUTH 59°22'56" WEST A DISTANCE OF 7.78 FEET; THENCE SOUTH 39°46'38" EAST A DISTANCE OF 48.19 FEET; THENCE NORTH 59°22'56" EAST A DISTANCE OF 4.23 FEET; THENCE SOUTH 31°28'22" EAST A DISTANCE OF 81.04 FEET; THENCE NORTH 76°55'09" EAST A DISTANCE OF 5.22 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE NORTHEAST FROM WHICH ITS CENTER BEARS NORTH 76°55'09" EAST, 76.68 FEET DISTANT; THENCE SOUTHERLY, WESTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 107°10'42" A DISTANCE OF 143.43 FEET; THENCE SOUTH 30°35'22" EAST A DISTANCE OF 21.17 TO THE NORTHERLY MARGIN OF UNIVERSITY STREET AND THE TERMINUS OF SAID LINE; FROM WHICH THE EASTERLY MOST CORNER OF SAID PARENT PARCEL BEARS NORTH 59°24'56" EAST 108.80 FEET DISTANT.

### INTAKE EASEMENT

A PORTION OF SAID PARENT PARCEL BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF A STRIP OF VARYING WIDTH EXTENDING LEFT AND RIGHT TO THE LIMITS OF THE GRANTEES INTAKE FACILITIES AS CONSTRUCTED;

COMMENCING AT THE EASTERLY MOST CORNER OF SAID PARENT PARCEL; THENCE NORTH 30°37'22" WEST ALONG THE WESTERLY RIGHT OF WAY MARGIN OF 3RD AVENUE A DISTANCE OF 144.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 59°22'38" WEST A DISTANCE OF 11.00 FEET;

THENCE SOUTH 30°37'22" EAST A DISTANCE OF 96.00 FEET;

SOUTH 59°22'38" WEST A DISTANCE OF 16.00 FEET TO THE TERMINUS OF SAID CENTERLINE, FROM WHICH SAID EASTERLY MOST CORNER BEARS SOUTH 59°58'50" EAST 55.07 FEET DISTANT;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 107.0'; AND THE TOP PLANE BEING THE LIMITS TO THE LIMITS OF THE GRANTEE'S INTAKE FACILITIES AS CONSTRUCTED, NAVD-88 DATUM.

INTAKE EASEMENT – ACCESS ROUTE

A STRIP OF VARYING WIDTH BEING A PORTION OF SAID PARENT PARCEL EXTENDING TO THE LIMITS OF THE AS CONSTRUCTED FACILITIES BUT NOT VARYING MORE THAN 10.00 FROM EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHERLY MOST CORNER OF SAID PARENT PARCEL; THENCE SOUTH 59°24'38" WEST A DISTANCE OF 111.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 30°35'22" EAST A DISTANCE OF 5.00 FEET; THENCE NORTH 76°29'04" EAST A DISTANCE OF 58.00 FEET; THENCE SOUTH 30°35'22" EAST A DISTANCE OF 31.00 FEET; THENCE NORTH 59°24'38" EAST A DISTANCE OF 8.50 FEET; THENCE NORTH 30°35'22" WEST A DISTANCE OF 39.00 FEET; THENCE NORTH 59°24'38" EAST A DISTANCE OF 28.00 FEET; THENCE SOUTH 30°20'55" WEST A DISTANCE OF 202.00 FEET;

THENCE NORTH 59°22'38" EAST A DISTANCE OF 20.03 FEET TO THE WESTERLY RIGHT OF WAY MARGIN OF 3RD AVENUE AND THE TERMINUS OF SAID CENTERLINE; FROM WHICH THE EASTERLY MOST CORNER OF SAID PARENT PARCEL BEARS SOUTH 30°37'22" EAST, 144.00 FEET DISTANT;

SAID ELEVATIONS DESCRIBED HEREON ARE EXPRESSED IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS OF THE DATE OF THIS INSTRUMENT AND ARE BASED UPON CITY OF SEATTLE BENCHMARK NUMBER 2634, BEING A 2" BRASS SURFACE CAP STAMPED "2634", 6 FEET NORTH OF INTERSECTION OF BACK OF CONCRETE SIDEWALK AT THE NORTHEAST CORNER OF BOREN AVENUE AND PIKE STREET, HAVING AN ELEVATION OF 217.34 FEET.

## **DSTT 314**

**REC. NO. 8901090440**

### **TRANSIT STATION ENTRANCE EASEMENT**

#### **LEGAL DESCRIPTION**

THAT PORTION OF LOTS 5 AND 6, BLOCK 3, ADDITION TO THE TOWN OF SEATTLE, AS LAID OUT BY A.A. DENNY (COMMONLY KNOWN AS A.A. DENNY'S SECOND ADDITION TO THE CITY OF SEATTLE) AS RECORDED IN VOLUME 1 OF PLATS, PAGE 30 RECORDS OF KING COUNTY, WASHINGTON AND MORE PARTICULARLY DESCRIBED BY SUB-UNITS A THROUGH E AS FOLLOWS:

#### **SUB-UNIT A**

A PORTION OF LOT 5 IN SAID BLOCK 3, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF UNIVERSITY STREET AND THE NORTHEASTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE;

THENCE NORTH 30°37'22" WEST ALONG THE NORTHEASTERLY MARGIN OF THIRD AVENUE 74.84 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 30°37'22" WEST ALONG SAID NORTHEASTERLY MARGIN 45.17 FEET;

THENCE NORTH 59°20'49" EAST 23.91 FEET;

THENCE SOUTH 30°37'22" EAST 56.17 FEET;

THENCE SOUTH 59°20'49" WEST 14.58 FEET;

THENCE NORTH 30°37'22" WEST 11.00 FEET;

THENCE SOUTH 59°20'49" WEST 9.33 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 75.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 107.7 FEET, CITY OF SEATTLE DATUM;

CONTAINING 1,240 SQUARE FEET, MORE OR LESS; CONTAINING 40,548 CUBIC FEET, MORE OR LESS.

**SUB-UNIT B**

A PORTION OF LOTS 5 AND 6 IN SAID BLOCK 3, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF UNIVERSITY STREET AND THE NORTHEASTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE;

THENCE NORTH 30°37'22" WEST ALONG THE NORTHEASTERLY MARGIN OF THIRD AVENUE 74.84 FEET;

THENCE NORTH 59°20'49" EAST 9.33 FEET;

THENCE SOUTH 30°37'22" EAST 11.00 FEET;

THENCE NORTH 59°20'49" EAST 14.58 FEET;

THENCE SOUTH 30°37'22" EAST 63.84 FEET TO SAID NORTHWESTERLY MARGIN OF UNIVERSITY STREET;

THENCE SOUTH 59°20'59" WEST 23.91 FEET ALONG SAID NORTHWESTERLY MARGIN TO THE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 75.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 128.7 FEET, CITY OF SEATTLE DATUM;

CONTAINING 1,629 SQUARE FEET, MORE OR LESS; CONTAINING 87,477 CUBIC FEET, MORE OR LESS.

**SUB-UNIT C**

A PORTION OF LOT 5 IN SAID BLOCK 3, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF UNIVERSITY STREET AND THE NORTHEASTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE;

THENCE NORTH 30°37'22" WEST ALONG THE NORTHEASTERLY MARGIN OF THIRD AVENUE 74.84 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 30°37'22" WEST ALONG SAID NORTHEASTERLY MARGIN 7.84 FEET;

THENCE NORTH 59°20'49" EAST 9.33 FEET;

THENCE SOUTH 30°37'22" EAST 7.84 FEET;

THENCE SOUTH 59°20'49" WEST 9.33 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 135.9 FEET AND THE TOP PLANE THEREOF AT ELEVATION 144.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 73 SQUARE FEET, MORE OR LESS; CONTAINING 628 CUBIC FEET, MORE OR LESS.

#### **SUB-UNIT D**

A PORTION OF LOT 5 IN SAID BLOCK 3, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF UNIVERSITY STREET AND THE NORTHEASTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE;

THENCE NORTH 30°37'22" WEST ALONG THE NORTHEASTERLY MARGIN OF THIRD AVENUE 63.84 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 30°37'22" WEST ALONG SAID NORTHEASTERLY MARGIN 11.00 FEET;

THENCE NORTH 59°20'49" EAST 9.33 FEET;

THENCE SOUTH 30°37'22" EAST 11.00 FEET;

THENCE SOUTH 59°20'49" WEST 9.33 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 135.9 FEET AND THE TOP PLANE THEREOF AT ELEVATION 144.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 103 SQUARE FEET, MORE OR LESS; CONTAINING 628 CUBIC FEET, MORE OR LESS.

**SUB-UNIT E**

A PORTION OF LOT 6 IN SAID BLOCK 3, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE AND THE NORTHWESTERLY MARGIN OF UNIVERSITY STREET;

THENCE NORTH 59°20'59" EAST ALONG THE NORTHWESTERLY MARGIN OF UNIVERSITY STREET 23.91 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 30°37'22" WEST 16.31 FEET;

THENCE NORTH 59°20'59" EAST 5.34 FEET;

THENCE SOUTH 30°37'22" EAST 16.31 FEET TO SAID NORTHWESTERLY MARGIN OF UNIVERSITY STREET;

THENCE SOUTH 59°20'59" WEST 5.34 FEET ALONG SAID NORTHERLY MARGIN TO THE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 118.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 138.4 FEET, CITY OF SEATTLE DATUM;

CONTAINING 87 SQUARE FEET, MORE OR LESS; CONTAINING 1,775 CUBIC FEET, MORE OR LESS.

**DSTT 316**

**REC. NO. 8712280509**

**EASEMENT AGREEMENT**

ALL OF THE GRANTOR'S LANDS LYING BELOW THE GRADE OF THE THIRD AVENUE SIDEWALK AS FURTHER SHOWN IN MUNICIPALITY OF METROPOLITAN SEATTLE STATION OUTLINE PLAN DRAWING S601 DATED DECEMBER 8, 1986, AND MEZZANINE LAND PLAN DRAWING S620 DATED DECEMBER 8, 1986, AND BEING THE SOUTHWESTERLY 9.00 FEET OF THE SOUTHEASTERLY 40 FEET OF LOT 2 AND THE SOUTHWESTERLY 9.00 FEET OF THE NORTHWESTERLY 41 FEET OF LOT 3, ALL IN BLOCK 3, ADDITION TO THE TOWN OF SEATTLE AS LAID OUT BY A.A. DENNY (COMMONLY KNOWN AS A.A. DENNY'S 2<sup>ND</sup> ADDITION TO THE CITY OF SEATTLE) AS RECORDED IN VOLUME 1 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON; CONTAINING 729 SQUARE FEET, MORE OR LESS.

## **DSTT 405**

**REC. NO. 8610311704**

### **TRANSIT WAY EASEMENT**

THAT PORTION OF LOT 5, BLOCK 22, ADDITION TO THE TOWN OF SEATTLE, AS LAID OUT BY A. A. DENNY, COMMONLY KNOWN AS A. A. DENNY'S 3RD ADDITION TO THE CITY OF SEATTLE, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 33, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF SAID LOT 5 AND THE NORTHEASTERLY MARGIN OF 3RD AVENUE ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 52280 AS PROVIDED BY CITY OF SEATTLE ORDINANCE NO. 13776; THENCE NORTH 59°22'56" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 5 A DISTANCE OF 25.04 FEET TO A POINT ON A CURVE TO THE LEFT FROM WHENCE THE CENTER BEARS NORTH 89°29'04" EAST 250.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE (THROUGH A CENTRAL ANGLE OF 14°56'34") 62.20 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 5; THENCE SOUTH 59°22'51" WEST ALONG SOUTHEASTERLY LINE 0.03 FEET TO SAID NORTHEASTERLY MARGIN OF 3RD AVENUE; THENCE NORTH 30°37'05" WEST ALONG SAID MARGIN 60.01 FEET TO THE POINT OF BEGINNING;

ALL LYING BELOW A LEVEL PLANE AT ELEVATION 95.00 FEET, BASED ON CITY OF SEATTLE DATUM;

CONTAINING 660 SQUARE FEET, MORE OR LESS.

## **DSTT 406**

**REC. NO. 20011224002675**

### **TUNNEL EASEMENT**

THAT PORTION OF LOTS 1 AND 4 AND THE SOUTHWESTERLY HALF OF THE VACATED ALLEY ADJOINING, ALL IN BLOCK 22, ADDITION TO THE TOWN OF SEATTLE, AS LAID OUT BY A. A DENNY, COMMONLY KNOWN AS A. A. DENNY'S 3RD ADDITION TO THE CITY OF SEATTLE, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 33, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF SAID VACATED ALLEY AND THE SOUTHEASTERLY MARGIN OF PINE STREET ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 57057 AS PROVIDED BY ORDINANCE NO 14500 OF THE CITY OF SEATTLE; THENCE SOUTH 30°37'06" EAST ALONG THE CENTER LINE OF SAID ALLEY 28.26 FEET TO A POINT ON A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS SOUTH 61°21'07" EAST, 245.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°21'40" WITH AN ARC DISTANCE 121.27 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 4; THENCE SOUTH 59°22'56" WEST ALONG SAID LINE 30.96 FEET TO THE NORTHEASTERLY MARGIN OF 3RD AVENUE ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 52280 AS PROVIDED BY ORDINANCE NO. 13776 OF THE CITY OF SEATTLE; THENCE NORTH 30°37'05" WEST ALONG SAID MARGIN 100.08 FEET TO A POINT ON A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 75°53'26" EAST, 285.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°47'18" WITH AN ARC DISTANCE OF 18.84 FEET TO SAID SOUTHEASTERLY MARGIN OF PINE STREET; THENCE NORTH 59°23'04" EAST ALONG SAID MARGIN 102.28 FEET TO THE POINT OF BEGINNING; ALL LYING BELOW A LEVEL PLANE AT ELEVATION 95.00 FEET, BASED ON CITY OF SEATTLE DATUM, CONTAINING 8,818 SQUARE FEET, MORE OR LESS;

### **WESTLAKE STATION ENTRANCE EASEMENT**

THAT PORTION OF LOT 1 AND THE SOUTHWESTERLY HALF OF THE VACATED ALLEY ADJOINING, ALL IN BLOCK 22, ADDITION TO THE TOWN OF SEATTLE, AS LAID OUT BY A. A. DENNY, COMMONLY KNOWN AS A. A. DENNY'S 3RD ADDITION TO THE CITY OF SEATTLE, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 33, RECORDS OF KING COUNTY, WASHINGTON, AS CURRENTLY CONSTRUCTED OR BEING MORE PARTICULARLY DESCRIBED AS SUB-UNITS I THROUGH VI AS FOLLOWS:

### **SUB-UNIT I**

A PORTION OF SAID LOT 1 BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY MARGIN OF PINE STREET ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 57057, AS PROVIDED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE, AND THE CENTER OF SAID VACATED ALLEY; THENCE SOUTH 59°23'04" WEST ALONG SAID SOUTHEASTERLY MARGIN 40.26 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 30°36'56" EAST 23.75 FEET; THENCE SOUTH 59°23'04" WEST 2.55 FEET; THENCE NORTH 30°36'56" WEST TO SAID SOUTHEASTERLY MARGIN 23.75 FEET; THENCE NORTH 59°23'04" EAST ALONG SAID SOUTHEASTERLY MARGIN 2.55 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AN ELEVATION 108.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 141.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 61 SQUARE FEET, MORE OR LESS; CONTAINING 1,999 CUBIC FEET, MORE OR LESS.

#### **SUB-UNIT II**

A PORTION OF SAID LOT 1 BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY MARGIN OF PINE STREET ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 57057 AS PROVIDED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE, AND THE CENTER OF SAID VACATED ALLEY; THENCE SOUTH 59°23'04" WEST ALONG SAID SOUTHEASTERLY MARGIN 23.81 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 30°36'56" EAST 23.75 FEET; THENCE SOUTH 59°23'04" WEST 16.45 FEET; THENCE NORTH 30°36'56" WEST TO SAID SOUTHEASTERLY MARGIN 23.75 FEET; THENCE NORTH 59°23'04" EAST ALONG SAID SOUTHEASTERLY MARGIN 16.45 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 105.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 141.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 391 SQUARE FEET, MORE OR LESS; CONTAINING 14,065 CUBIC FEET, MORE OR LESS.

#### **SUB-UNIT III**

A PORTION OF SAID LOT 1 AND OF SAID VACATED ALLEY BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY MARGIN OF PINE STREET ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 57057 AS PROVIDED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE, AND THE CENTER OF SAID VACATED ALLEY; THENCE SOUTH 30°37'06" EAST 22.75 FEET TO HEREIN REFERENCED POINT A; THENCE SOUTH 59°23'04" WEST 16.01 FEET; THENCE SOUTH 30°36'56" EAST 1.00 FEET; THENCE SOUTH 59°23'04" WEST 7.80 FEET TO HEREIN REFERENCED POINT B; THENCE NORTH 30°36'56" WEST TO SAID SOUTHEASTERLY MARGIN 23.75 FEET TO HEREIN REFERENCED POINT C; THENCE NORTH 59°23'04" EAST ALONG SAID SOUTHEASTERLY MARGIN 23.81 FEET TO THE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING A SLOPING PLANE WITH THE POINT OF BEGINNING AND REFERENCE POINT A DESCRIBED HEREIN BEING AT ELEVATION 98.0 FEET, AND REFERENCE POINTS B AND C BEING AT ELEVATION 105.0 FEET, AND THE TOP PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 141.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 549 SQUARE FEET, MORE OR LESS; CONTAINING 21,686 CUBIC FEET, MORE OR LESS.

#### **SUB-UNIT IV**

A PORTION OF SAID LOT 1 BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY MARGIN OF PINE STREET ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 57057 AS PROVIDED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE, AND THE CENTER OF SAID VACATED ALLEY; THENCE SOUTH 59°23'04" WEST ALONG SAID SOUTHEASTERLY MARGIN 40.26 FEET; THENCE SOUTH 30°36'56" EAST 23.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 30°36'56" EAST 9.70 FEET; THENCE SOUTH 59°23'04" WEST 2.55 FEET; THENCE NORTH 30°36'56" WEST 9.70 FEET; THENCE NORTH 59°23'04" EAST 2.55 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 108.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 120.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 25 SQUARE FEET, MORE OR LESS; CONTAINING 297 CUBIC FEET, MORE OR LESS.

**SUB-UNIT V**

A PORTION OF SAID LOT 1 BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY MARGIN OF PINE STREET ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 57057 AS PROVIDED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE, AND THE CENTER OF SAID VACATED ALLEY; THENCE SOUTH 59°23'04" WEST ALONG SAID SOUTHEASTERLY MARGIN 23.81 FEET; THENCE SOUTH 30°35'56" EAST 23.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 30°35'56" EAST 9.70 FEET; THENCE SOUTH 59°23'04" WEST 16.45 FEET; THENCE NORTH 30°35'56" WEST 9.70 FEET; THENCE NORTH 59°23'04" EAST 16.45 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 105.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 120.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 160 SQUARE FEET, MORE OR LESS; CONTAINING 2,393 CUBIC FEET, MORE OR LESS.

**SUB-UNIT VI**

A PORTION OF SAID LOT 1 AND OF SAID VACATED ALLEY BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY MARGIN OF PINE STREET ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 57057 AS PROVIDED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE, AND THE CENTER OF SAID VACATED ALLEY; THENCE SOUTH 30°37'06" EAST ALONG SAID CENTERLINE 22.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 30°37'06" EAST ALONG SAID CENTERLINE 8.20 FEET TO HEREIN REFERENCED POINT A; THENCE SOUTH 59°23'04" WEST 1.03 FEET; THENCE SOUTH 30°36'56" EAST 2.50 FEET; THENCE SOUTH 59°23'04" WEST 22.78 FEET TO HEREIN REFERENCED POINT B; THENCE NORTH 30°36'56" WEST 9.70 FEET TO HEREIN REFERENCED POINT C; THENCE NORTH 59°23'04" EAST 7.80 FEET; THENCE NORTH 30°36'56" WEST 1.00 FEET, THENCE NORTH 59°23'04" EAST 16.01 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING A SLOPING PLANE WITH THE POINT OF BEGINNING AND REFERENCE POINT A DESCRIBED HEREIN BEING

AT ELEVATION 98.0 FEET; AND REFERENCE POINTS B AND C BEING AT  
ELEVATION 105.0 FEET; AND THE TOP PLANE OF SAID VERTICAL SPACE BEING AT  
ELEVATION 120.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 244 SQUARE FEET, MORE OR LESS; CONTAINING 4,531 CUBIC FEET,  
MORE OR LESS.

## **DSTT 407**

**REC. NO. 8701260804**

### **TRANSIT WAY EASEMENT**

THAT PORTION OF LOT 2 AND THE NORTHEASTERLY HALF OF THE VACATED ALLEY ADJOINING, ALL IN BLOCK 22, ADDITION TO THE TOWN OF SEATTLE, AS LAID OUT BY A.A. DENNY, COMMONLY KNOWN A.A. DENNY'S 3<sup>RD</sup> ADDITION TO THE CITY OF SEATTLE, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 33, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF SAID VACATED ALLEY AND THE SOUTHEASTERLY MARGIN OF PINE STREET ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 57057 AS PROVIDED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE; THENCE NORTH 59°23'04" EAST ALONG SAID SOUTHEASTERLY MARGIN 50.08 FEET TO A POINT ON A CURVE TO THE LEFT FROM WHENCE THE CENTER BEARS SOUTH 48°08'26" EAST 250.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE (THROUGH A CENTRAL ANGLE OF 12°34'15") 54.85 FEET TO THE CENTERLINE OF SAID VACATED ALLEY; THENCE NORTH 30°37'06" WEST ALONG SAID CENTERLINE 22.10 FEET TO THE POINT OF BEGINNING; ALL LYING BELOW A LEVEL PLANE AT ELEVATION 95.00 FEET, BASED ON CITY OF SEATTLE DATUM; CONTAINING 499 SQUARE FEET, MORE OR LESS.

**REC. NO. 8801211595**

### **TRANSIT STATION ENTRANCE EASEMENT**

THAT PORTION OF LOT 2 AND THE NORTHEASTERLY HALF OF THE VACATED ALLEY ADJOINING, ALL IN BLOCK 22, ADDITION TO THE TOWN OF SEATTLE, AS LAID OUT BY A.A. DENNY, COMMONLY KNOWN AS A.A. DENNY'S 3<sup>RD</sup> ADDITION TO THE CITY OF SEATTLE, AS RECODED IN VOLUME 1 OF PLATS, PAGE 33, RECORDS OF KING COUNTY, WASHINGTON AND MORE PARTICULARLY DESCRIBED AS SUB-UNITS I, II, III AND IV AS FOLLOWS:

#### **SUB-UNIT I**

A PORTION OF SAID LOT 2 AND SAID VACATED ALLEY, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY MARGIN OF PINE STREET ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 57057 AS PROVIDED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE, AND THE CENTERLINE OF SAID VACATED ALLEY; THENCE NORTH 59°23'04" EAST ALONG SAID SOUTHEASTERLY MARGIN OF PINE STREET 23.13 FEET; THENCE SOUTH 30°36'56" EAST 22.70 FEET; THENCE SOUTH 59°23'04" WEST 23.13 FEET TO THE CENTERLINE OF SAID ALLEY; THENCE NORTH 30°37'06" WEST ALONG SAID CENTERLINE TO THE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 84.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 141.0, CITY OF SEATTLE DATUM; CONTAINING 525 SQUARE FEET, MORE OR LESS; CONTAINING 29,928 CUBIC FEET, MORE OR LESS

## **SUB-UNIT II**

A PORTION OF SAID LOT 2 AND SAID VACATED ALLEY, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY MARGIN OF PINE STREET ESTABLISHED IN KING COUNTY SUPERIOR COURT CASE NO. 57057 AS PROVIDED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE, AND THE CENTERLINE OF SAID VACATED ALLEY; THENCE NORTH 59°23'04" EAST ALONG SAID SOUTHEASTERLY MARGIN OF PINE STREET 23.13 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 59°23'04" EAST ALONG SAID MARGIN 21.88 FEET; THENCE SOUTH 30°36'56" EAST 10.42 FEET; THENCE NORTH 59°23'04" EAST 28.58 FEET; THENCE SOUTH 30°36'56" EAST 20.58 FEET; THENCE SOUTH 59°23'04" WEST 73.59 FEET TO THE CENTERLINE OF SAID VACATED ALLEY; THENCE NORTH 30°37'06" WEST ALONG SAID CENTERLINE 8.30 FEET; THENCE NORTH 59°23'04" EAST 23.13 FEET; THENCE NORTH 30°36'56" WEST 22.70 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 84.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 120.0, CITY OF SEATTLE DATUM; CONTAINING 1,458 SQUARE FEET, MORE OR LESS; CONTAINING 52,504 CUBIC FEET, MORE OF LESS.

## **SUB-UNIT III**

A PORTION OF SAID LOT 2, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY MARGIN OF PINE STREET ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 57057 AS PROVIDED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE AND THE SOUTHWESTERLY MARGIN OF 4TH AVENUE AS ESTABLISHED BY ORDINANCE NO. 13776 OF THE CITY OF SEATTLE; THENCE SOUTH 30°37'07" EAST ALONG SAID SOUTHWESTERLY MARGIN OF 4TH AVENUE 31.00 FEET; THENCE SOUTH 59°23'04" WEST 42.38 FEET; THENCE NORTH 30°36'56" WEST 31.00 FEET TO SAID SOUTHEASTERLY MARGIN OF PINE STREET; THENCE NORTH 59°23'04" EAST ALONG SAID SOUTHEASTERLY MARGIN 42.38 FEET TO THE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 84.00 FEET AND THE TOP PLANE THEREOF AT ELEVATION 116.53 FEET, CITY OF SEATTLE DATUM;

CONTAINING 1,314 SQUARE FEET, MORE OR LESS; CONTAINING 42,737 CUBIC FEET, MORE OR LESS

#### **SUB-UNIT IV**

A PORTION OF SAID LOT 2, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 4TH AVENUE AS ESTABLISHED BY ORDINANCE NO. 13776 OF THE CITY OF SEATTLE AND THE SOUTHEASTERLY MARGIN OF PINE STREET ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 57057 AS PROVIDED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE; THENCE SOUTH 59°23'04" WEST ALONG SAID SOUTHEASTERLY MARGIN OF THE PINE STREET 42.38 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 30°36'56" EAST 10.42 FEET; THENCE SOUTH 59°23'04" WEST 28.58 FEET; THENCE NORTH 30°36'56" WEST 10.42 FEET TO SAID SOUTHEASTERLY MARGIN; THENCE NORTH 59°23'04" EAST ALONG SAID MARGIN 28.58 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 84.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 141.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 298 SQUARE FEET, MORE OR LESS; CONTAINING 16,975 CUBIC FEET, MORE OR LESS.

## **DSTT 408**

**REC. NO. 8706040293**

### **TRANSIT STATION ENTRANCE EASEMENT**

THOSE PORTIONS OF LOTS 11 AND 12, TOGETHER WITH A PORTION OF THE VACATED ALLEY ADJOINING SAID LOTS, ALL IN BLOCK 52, ADDITION TO THE TOWN OF SEATTLE, AS LAID OUT BY A.A. DENNY (COMMONLY KNOWN AS A.A. DENNY'S 6<sup>TH</sup> ADDITION TO THE CITY OF SEATTLE) AS RECORDED IN VOLUME 1 OF PLATS, PAGE 99, RECORDS OF KING COUNTY, WASHINGTON AND MORE PARTICULARLY DESCRIBED BY SUB-UNITS I, II, III AND IV AS FOLLOWS:

#### **SUB-UNIT I**

A PORTION OF LOT 11 IN SAID BLOCK 52, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 4<sup>TH</sup> AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED BY ORDINANCES NO. 13776 AND NO. 14500, RESPECTIVELY OF THE CITY OF SEATTLE; THENCE SOUTH 59°23'04" WEST ALONG SAID MARGIN OF PINE STREET 37.78 FEET; THENCE NORTH 30°36'56" WEST 34.08 FEET; THENCE NORTH 59°23'04" EAST 12.28 FEET; THENCE NORTH 30°36'56" WEST 9.50 FEET; THENCE NORTH 59°23'04" EAST 25.50 FEET TO SAID SOUTHWESTERLY MARGIN OF 4<sup>TH</sup> AVENUE; THENCE SOUTH 30°36'59" EAST ALONG SAID MARGIN 43.58 FEET TO THE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 85.00 FEET AND THE TOP PLANE THEREOF AT ELEVATION 101.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 1,530 SQUARE FEET, MORE OR LESS; CONTAINING 25,245 CUBIC FEET, MORE OR LESS.

#### **SUB-UNIT II**

A PORTION OF LOT 11 IN SAID BLOCK 52, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 4<sup>TH</sup> AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED

BY ORDINANCES NO. 13776 AND NO. 14500, RESPECTIVELY, OF THE CITY OF SEATTLE; THENCE SOUTH 59°23'04" WEST ALONG SAID MARGIN OF PINE STREET 53.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 59°23'04" WEST ALONG SAID MARGIN 50.39 FEET; THENCE NORTH 30°36'56" WEST 26.29 FEET; THENCE NORTH 59°23'04" EAST 4.04 FEET; THENCE NORTH 30°36'56" WEST 13.29 FEET; THENCE NORTH 59°23'04" EAST 40.67 FEET; THENCE SOUTH 30°36'56" 5.50 FEET; THENCE NORTH 59°23'04" EAST 21.83 FEET; THENCE SOUTH 30°36'56" EAST 20.50 FEET; THENCE SOUTH 59°23'04" WEST 16.15 FEET; THENCE SOUTH 30°36'56" EAST 13.58 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 85.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 115.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 2,240 SQUARE FEET, MORE OR LESS; CONTAINING 68,320 CUBIC FEET, MORE OR LESS.

### **SUB-UNIT III**

A PORTION OF LOTS 11 AND 12 AND A PORTION OF VACATED ALLEY ADJOINING SAID LOTS, ALL IN SAID BLOCK 52, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLACE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 4<sup>TH</sup> AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED BY ORDINANCES NO. 13776 AND NO. 14500, RESPECTIVELY, OF THE CITY OF SEATTLE; THENCE SOUTH 59°23'04" WEST ALONG SAID MARGIN OF PINE STREET 104.32 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 59°23'04" WEST ALONG SAID MARGIN 51.67 FEET; THENCE NORTH 30°36'56" WEST 26.29 FEET; THENCE NORTH 59°23'04" EAST 51.67 FEET; THENCE SOUTH 30°36'56" EAST 26.29 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 85.00 FEET AND THE TOP PLANE THEREOF AT ELEVATION 139.00 FEET, CITY OF SEATTLE DATUM;

CONTAINING 1,358 SQUARE FEET, MORE OR LESS; CONTAINING 73,332 CUBIC FEET, MORE OR LESS.

### **SUB-UNIT IV**

A PORTION OF LOT 11 IN SAID BLOCK 52, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 4<sup>TH</sup> AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED BY ORDINANCES NO. 13776 AND NO. 14500, RESPECTIVELY, OF THE CITY OF SEATTLE; THENCE SOUTH 59°23'04" WEST ALONG SAID MARGIN OF PINE STREET 37.78 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 59°23'04" WEST ALONG SAID MARGIN 16.15 FEET; THENCE NORTH 30°36'56" WEST 13.58 FEET; THENCE NORTH 59°23'04" EAST 16.15 FEET; THENCE SOUTH 30°36'56" EAST 13.58 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING 56.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 135.0 FEET, CITY FO SEATTLE DATUM;

CONTAINING 219 SQUARE FEET, MORE OR LESS; CONTAINING 17,301 CUBIC FEET, MORE OR LESS.

## **DSTT 409**

**REC. NO. 20151223000250**

### **TRANSIT STATION ACCESS EASEMENT**

THAT PORTION OF LOTS 1, 11, AND 12 (INCLUDING THE PORTIONS THEREOF LYING WITHIN VACATED WESTLAKE AVENUE AS VACATED BY CITY OF SEATTLE ORDINANCE NUMBER 113078, AND VACATED ALLEY AS VACATED BY CITY OF SEATTLE ORDINANCE NUMBER 113078), BLOCK 1, ADDITION TO THE TOWN OF SEATTLE AS LAID OFF BY THE HEIRS OF SARAH A. BELL, DECEASED (COMMONLY KNOWN AS HEIRS OF SARAH A. BELL'S ADDITION TO THE TOWN OF SEATTLE), ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 103, IN KING COUNTY, WASHINGTON, SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5<sup>TH</sup> AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;

THENCE SOUTH 59°18'59" WEST 113.18 FEET;

THENCE NORTH 30°32'51" WEST 4.39 FEET TO POINT OF BEGINNING 'ONE';

THENCE NORTH 30°32'51" WEST 17.91 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT 'A';

THENCE SOUTH 59°27'09" WEST 6.19 FEET;

THENCE NORTH 30°32'51" WEST 14.89 FEET;

THENCE SOUTH 86°13'44" WEST 13.35 FEET;

THENCE SOUTH 23°45'54" WEST 20.55 FEET;

THENCE SOUTH 59°32'18" WEST 22.94 FEET;

THENCE SOUTH 30°27'42" EAST 9.79 FEET;

THENCE NORTH 59°32'18" EAST 7.72 FEET;

THENCE SOUTH 30°27'42" EAST 14.68 FEET;

THENCE SOUTH 58°30'18" WEST 1.46 FEET;

THENCE NORTH 30°27'42" WEST 3.29 FEET;

THENCE SOUTH 58°30'18" WEST 5.50 FEET;

THENCE SOUTH 30°27'42" EAST 7.00 FEET;

THENCE NORTH 58°30'18" EAST 6.96 FEET;

THENCE SOUTH 30°27'42" EAST 3.18 FEET;

THENCE NORTH 59°18'59" EAST 13.70 FEET;

THENCE NORTH 30°27'42" WEST 21.52 FEET;

THENCE NORTH 59°32'18" EAST 1.40 FEET TO THE BEGINNING OF A TANGENT  
CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 13.80 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE PASSING THROUGH A  
CENTRAL ANGLE OF 89°54'51" A DISTANCE OF 21.66 FEET;

THENCE SOUTH 30°32'51" EAST 3.24 FEET;

THENCE NORTH 59°27'09" EAST 1.10 FEET;

THENCE SOUTH 30°32'51" EAST 4.44 FEET;

THENCE NORTH 59°18'59" EAST 13.70 FEET;

THENCE NORTH 30°32'51" WEST 4.41 FEET;

THENCE NORTH 59°27'09" EAST 6.36 FEET TO POINT OF BEGINNING 'ONE'.

TOGETHER WITH THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH  
AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED  
UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'52" WEST 53.98 FEET TO POINT OF BEGINNING 'TWO';

HENCE SOUTH 59°18'59" WEST 19.23 FEET;

THENCE NORTH 30°41'01" WEST 13.00 FEET;

THENCE NORTH 59°18'59" EAST 7.08 FEET;

THENCE NORTH 30°41'01" WEST 6.67 FEET;

THENCE NORTH 59°18'59" EAST 7.50 FEET;

THENCE SOUTH 30°41'01" EAST 1.33 FEET;

THENCE NORTH 59°18'59" EAST 1.58 FEET;

THENCE NORTH 30°41'01" WEST 1.00 FEET;

THENCE NORTH 59°18'59" EAST 3.09 FEET;

THENCE SOUTH 30°36'52" EAST 19.33 FEET TO POINT OF BEGINNING 'TWO'.

LYING BETWEEN ELEVATION 91.5 AND 111.5 FEET, CITY OF SEATTLE VERTICAL DATUM.

CONTAINING 1,846 SQUARE FEET MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

BEGINNING AT THE HEREINBEFORE MENTIONED POINT 'A';

THENCE NORTH 03°46'16" WEST 35.14 FEET;

THENCE SOUTH 86°13'44" WEST 5.29 FEET;

THENCE NORTH 03°46'16" WEST 38.62 FEET;

THENCE SOUTH 86°13'44" WEST 0.38 FEET;

THENCE NORTH 03°46'16" WEST 6.50 FEET;

THENCE SOUTH 86°13'44" WEST 10.09 FEET;

THENCE SOUTH 03°46'16" EAST 6.50 FEET;

THENCE SOUTH 86°13'44" WEST 0.38 FEET;

THENCE SOUTH 3°46'16" EAST 15.02 FEET;

THENCE SOUTH 86°13'44" WEST 9.44 FEET;

THENCE SOUTH 03°46'16" EAST 48.23 FEET;

THENCE NORTH 86°13'44" EAST 13.35 FEET;

THENCE SOUTH 30°32'51" EAST 14.89 FEET;

THENCE NORTH 59°27'09" EAST 6.19 FEET TO POINT 'A' AND THE TERMINUS OF THIS DESCRIPTION.

LYING BETWEEN ELEVATION 96.5 AND 111.5 FEET, CITY OF SEATTLE VERTICAL  
DATUM.

CONTAINING 1,448 SQUARE FEET MORE OR LESS

TOGETHER WITH THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5th AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;

THENCE SOUTH 59°18'59" WEST 132.76 FEET TO POINT OF BEGINNING 'THREE';

THENCE NORTH 04°07'07" WEST 46.51 FEET;

THENCE NORTH 85°52'53" EAST 1.71 FEET;

THENCE NORTH 04°07'07" WEST 12.61 FEET;

THENCE NORTH 85°52'53" EAST 0.69 FEET;

THENCE NORTH 04°07'07" WEST 19.37 FEET;

THENCE SOUTH 85°52'53" WEST 20.65 FEET;

THENCE NORTH 04°07'07" WEST 9.12 FEET;

THENCE NORTH 86°13'44" EAST 9.85 FEET;

THENCE NORTH 04°07'07" WEST 21.52 FEET;

THENCE NORTH 86°13'44" EAST 10.79 FEET;

THENCE NORTH 04°07'07" WEST 50.41 FEET;

THENCE NORTH 35°28'10" EAST 16.70 FEET;

THENCE NORTH 04°07'07" WEST 68.25 FEET;

THENCE NORTH 85°52'53" EAST 3.42 FEET;

THENCE NORTH 04°07'07" WEST 24.01 FEET;

THENCE NORTH 30°36'52" WEST 30.63 FEET;

THENCE SOUTH 04°07'07" EAST 65.93 FEET;

THENCE NORTH 85°52'53" EAST 17.50 FEET;

THENCE NORTH 04°07'07" WEST 101.04 FEET;

THENCE NORTH 30°36'52" WEST 30.00 FEET;

THENCE SOUTH 03°53'08" EAST 69.88 FEET;

THENCE SOUTH 85°52'53" WEST 1.33 FEET;

THENCE SOUTH 04°07'07" EAST 11.00 FEET;

THENCE NORTH 85°52'53" EAST 1.09 FEET;

THENCE SOUTH 04°07'07" EAST 56.50 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT 'B';

THENCE CONTINUING SOUTH 04°07'07" EAST 157.42 FEET;

THENCE NORTH 85°52'53" EAST 11.60 FEET;

THENCE SOUTH 04°07'07" EAST 12.61 FEET;

THENCE NORTH 85°52'53" EAST 1.60 FEET;

THENCE SOUTH 04°07'07" EAST 54.22 FEET;

THENCE NORTH 59°18'59" EAST 17.24 FEET TO POINT OF BEGINNING 'THREE';

EXCEPT THE FOLLOWING:

COMMENCING AT THE HEREINBEFORE MENTIONED POINT 'B';

THENCE NORTH 85°52'53" EAST 15.24 FEET TO POINT OF BEGINNING 'FOUR';

THENCE CONTINUING NORTH 85°52'53" EAST 11.33 FEET;

THENCE SOUTH 04°07'07" EAST 31.94 FEET;

THENCE SOUTH 85°52'53" WEST 11.33 FEET;

THENCE NORTH 04°07'07" WEST 31.94 TO POINT OF BEGINNING 'FOUR'.

TOGETHER WITH THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'52" WEST 53.98 FEET TO POINT OF BEGINNING 'FIVE';

THENCE SOUTH 59°18'59" EAST 26.23 FEET;

THENCE NORTH 30°41'01" WEST 13.00 FEET;

THENCE NORTH 59°18'59" EAST 14.08 FEET;

THENCE NORTH 30°41'01" WEST 6.67 FEET;  
THENCE NORTH 59°18'59" EAST 7.50 FEET;  
THENCE SOUTH 30°41'01" EAST 1.33 FEET;  
THENCE NORTH 59°18'59" EAST 1.58 FEET;  
THENCE NORTH 30°41'01" WEST 1.00 FEET;  
THENCE NORTH 59°18'59" EAST 3.09 FEET;  
THENCE SOUTH 30°36'52" EAST 19.33 FEET TO POINT OF BEGINNING 'FIVE'.  
LYING AT ELEVATION 111.5 FEET, CITY OF SEATTLE VERTICAL DATUM;  
CONTAINING 8,717 SQUARE FEET, MORE OR LESS.

**DSTT 410**

**REC. NO. 9004041486**

**SUBTERRANEAN EASEMENT**

THE NORTHWESTERLY 10 FEET OF LOT 1, BLOCK 19, ADDITION TO THE TOWN OF SEATTLE, AS LAID OUT BY A.A. DENNY (COMMONLY KNOWN AS A.A. DENNY'S 3<sup>RD</sup> ADDITION TO THE CITY OF SEATTLE) AS RECORDED IN VOLUME 1 OF PLATS, PAGE 33 RECORDS OF KING COUNTY, WASHINGTON, LYING WESTERLY OF WESTLAKE AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 7733 OF THE CITY OF SEATTLE; ALL LYING BELOW AN ELEVATION OF 109.95 FEET, BASED ON CITY OF SEATTLE DATUM;

CONTAINING 586 SQUARE FEET, MORE OR LESS.

## **DSTT 411**

### **DOC49a - OLD NORDSTROM – AGREEMENT**

#### **UNRECORDED DOCUMENT DATED FEB. 20, 1987**

##### **SUBTERRANEAN EASEMENT**

THE NORTHWESTERLY 4.0 FEET OF THE SOUTHWESTERLY 12.0 FEET OF THE NORTHEASTERLY 20.1 FEET OF LOT 2, BLOCK 19, ADDITION TO THE TOWN OF SEATTLE AS LAID OUT BY A.A. DENNY, COMMONLY KNOWN AS A.A. DENNY'S 3<sup>RD</sup> ADDITION TO THE CITY OF SEATTLE, AS RECORDED IN VOLUME 1, OF PLATS, PAGE 33, RECORDS OF KING COUNTY, WASHINGTON;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 88.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 90.0 FEET, CITY OF SEATTLE DATUM.

CONTAINING 48 SQUARE FEET, MORE OR LESS; CONTAINING 528 CUBIC FEET, MORE OR LESS.

## **DSTT 412**

**REC. NO. 8705141322 & 8705141323**

### **TRANSIT STATION ENTRANCE EASEMENT**

THOSE PORTIONS OF LOTS 1, 2 AND 12, TOGETHER WITH THAT PORTION OF THE VACATED ALLEY ADJOINING SAID LOTS, ALL IN BLOCK 2, ADDITION TO THE TOWN OF SEATTLE AS LAID OFF BY THE HEIRS OF SARAH A. BELL, DECEASED (COMMONLY KNOWN AS HEIRS OF SARAH A. BELL'S ADDITION TO THE CITY OF SEATTLE), ACCORDING TO THE PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 103, IN KING COUNTY, WASHINGTON.

#### **SUB-UNIT I**

A PORTION OF LOTS 1 AND 2 IN SAID BLOCK 2, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NO. 14500 OF THE CITY OF SEATTLE AND THE SOUTHWESTERLY LINE OF SAID LOT 1;

THENCE NORTH 30°36'52" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 45.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 30°36'52" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOTS 1 AND 2, A DISTANCE OF 13.45 FEET;

THENCE NORTH 59°23'37" EAST 20.30 FEET;

THENCE SOUTH 30°36'23" EAST 13.45 FEET;

THENCE SOUTH 59°23'37" WEST 20.30 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 57.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 126.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 273 SQUARE FEET, MORE OR LESS; CONTAINING 18,837 CUBIC FEET, MORE OR LESS.

#### **SUB-UNIT II**

A PORTION OF LOT 1 IN SAID BLOCK 2, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NO. 14500 OF THE CITY OF SEATTLE AND THE SOUTHWESTERLY LINE OF SAID LOT 1;

THENCE NORTH 30°36'52" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 45.67 FEET;

THENCE NORTH 59°23'37" EAST 33.17 FEET;

THENCE SOUTH 30°36'23" EAST 13.71 FEET;

THENCE NORTH 59°23'37" EAST 24.59 FEET;

THENCE SOUTH 30°36'23" EAST 31.96 FEET TO SAID NORTHWESTERLY MARGIN OF PINE STREET;

THENCE SOUTH 59°23'37" WEST ALONG SAID MARGIN 57.75 FEET TO THE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 77.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 108.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 2,300 SQUARE FEET, MORE OR LESS; CONTAINING 72,450 CUBIC FEET, MORE OR LESS.

### **SUB-UNIT III**

A PORTION OF LOT 1 IN SAID BLOCK 2, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID LOT 1 AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NO. 14500 OF THE CITY OF SEATTLE;

THENCE NORTH 59°23'37" EAST ALONG THE NORTHWESTERLY MARGIN OF PINE STREET 57.75 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 30°36'23" WEST 36.68 FEET;

THENCE NORTH 59°23'37" EAST 47.50 FEET;

THENCE SOUTH 30°36'23" EAST 4.72 FEET;

THENCE NORTH 59°23'37" EAST 10.92 FEET;

THENCE SOUTH 30°36'23" EAST 31.96 FEET TO SAID NORTHWESTERLY MARGIN;

THENCE SOUTH 59°23'37" WEST ALONG SAID MARGIN 58.42 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 90.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 108.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 2,091 SQUARE FEET, MORE OR LESS; CONTAINING 38,683 CUBIC FEET, MORE OR LESS.

#### **SUB-UNIT IV**

A PORTION OF LOTS 1 AND 12 AND A PORTION OF THE VACATED ALLEY ADJOINING SAID LOTS, ALL IN SAID BLOCK 2, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID LOT 1 AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NO. 14500 OF THE CITY OF SEATTLE;

THENCE NORTH 59°23'37" EAST ALONG THE NORTHWESTERLY MARGIN OF PINE STREET 116.17 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 30°36'23" WEST 31.96 FEET;

THENCE NORTH 59°23'37" EAST 35.83 FEET;

THENCE SOUTH 30°36'23" EAST 31.96 FEET TO SAID NORTHWESTERLY MARGIN;

THENCE SOUTH 59°23'37" WEST ALONG SAID MARGIN 35.83 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 90.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 127.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 1,145 SQUARE FEET, MORE OR LESS; CONTAINING 42,937 CUBIC FEET, MORE OR LESS.

**SUB-UNIT V**

A PORTION OF LOT 12 IN SAID BLOCK 2, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID LOT 1 AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NO. 14500 OF THE CITY OF SEATTLE;

THENCE NORTH 59°23'37" EAST ALONG THE NORTHWESTERLY MARGIN OF PINE STREET 152.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 30°36'23" WEST 31.96 FEET;

THENCE NORTH 59°23'37" EAST 23.33 FEET;

THENCE SOUTH 30°36'23" EAST 31.96 FEET TO SAID NORTHWESTERLY MARGIN;

THENCE SOUTH 59°23'37" WEST ALONG SAID MARGIN 23.33 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 108.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 127.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 746 SQUARE FEET, MORE OR LESS; CONTAINING 14,547 CUBIC FEET, MORE OR LESS.

## **DSTT 425**

**REC. NO. 9008031483**

### **PERMANENT SUBSURFACE EASEMENT**

THAT PORTION OF LOTS 1 AND 2, BLOCK 29, SECOND ADDITION TO THE TOWN OF SEATTLE AS LAID OFF BY THE HEIRS OF SARAH A. BELL (DECEASED) (COMMONLY KNOWN AS HEIRS OF SARAH A. BELL'S SECOND ADDITION TO THE CITY OF SEATTLE) AS RECORDED IN VOLUME 1 OF PLATS, PAGE 121, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID LOT 1 AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE; THENCE NORTH 30°36'38" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 12.00 FEET; THENCE NORTH 34°00'03" EAST 132.85 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE SOUTH 30°36'56" EAST ALONG THE NORTHEASTERLY LINE OF SAID LOTS 2 AND 1 A DISTANCE OF 55.00 FEET TO A POINT WHICH LIES 14.00 FEET NORTHWESTERLY OF SAID NORTHWESTERLY MARGIN OF PINE STREET; THENCE SOUTH 39°10'49" WEST 40.49 FEET TO SAID NORTHWESTERLY MARGIN OF PINE STREET; THENCE SOUTH 59°24'28" WEST ALONG SAID NORTHWESTERLY MARGIN 82.03 FEET TO THE POINT OF BEGINNING;

ALL LYING BELOW A SLOPING PLANE, BASED ON CITY OF SEATTLE DATUM, FROM AN ELEVATION OF 136.00 FEET ON THE NORTHEASTERLY LINE OF SAID LOTS 1 AND 2 TO AN ELEVATION OF 127.00 FEET AT THE NORTHEASTERLY MARGIN OF 8TH AVENUE;

CONTAINING 4,595 SQUARE FEET, MORE OR LESS.

**DSTT 427-428**

**REC. NO. 8911220576**

**LEGAL DESCRIPTION**

LOTS 11 AND 12, BLOCK 29, SECOND ADDITION TO THE TOWN OF SEATTLE AS LAID OFF BY THE HEIRS OF THE SARAH A. BELL, (DECEASED), (COMMONLY KNOWN AS THE HEIRS OF SARAH A. BELL'S 2<sup>ND</sup> ADDITION TO THE CITY OF SEATTLE) ACCORDING TO THE PLAT RECORDED IN THE VOLUME 1 OF PLATS, PAGE 121, IN KING COUNTY, WASHINGTON, EXCEPT THE SOUTHEASTERLY 7 FEET OF SAID LOT 12 CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 57057 FOR WIDENING OF PINE STREET AS PROVIDED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE.

**EASEMENT RESERVATION**

THAT PORTION OF THE ABOVE-DESCRIBED PROPERTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 11 WHICH LIES SOUTH 30°37'13" EAST 9.97 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT 11; THENCE SOUTH 30°37'13" EAST ALONG THE NORTHEASTERLY LINE OF SAID LOTS 11 AND 12 A DISTANCE OF 84.45 FEET TO A POINT WHICH LIES 18.55 FEET NORTHWESTERLY OF THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE; THENCE SOUTH 59°21'36" WEST 39.36 FEET; THENCE NORTH 30°38'30" WEST 9.75 FEET; THENCE SOUTH 58°03'56" WEST 45.20 FEET; THENCE SOUTH 47°55'13" WEST 36.19 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 12 WHICH LIES 20.00 FEET NORTHWESTERLY OF SAID NORTHWESTERLY MARGIN OF PINE STREET; THENCE NORTH 30°36'56" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOTS 11 AND 12 A DISTANCE OF 56.00 FEET; THENCE NORTH 38°58'00" EAST 38.00 FEET; THENCE NORTH 46°49'55" EAST 47.93 FEET; THENCE NORTH 54°24'18" EAST 37.77 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

ALL LYING BELOW A SLOPING PLANE, BASED ON CITY OF SEATTLE DATUM, FROM AN ELEVATION OF 141.00 FEET ON THE SOUTHWESTERLY MARGIN OF 9<sup>TH</sup> AVENUE TO AN ELEVATION OF 135.00 FEET ON THE SOUTHWESTERLY LINE OF SAID LOTS 11 AND 12; CONTAINING 8,357 SQUARE FEET, MORE OR LESS;

**REC. NO. 20130731001288**

### **ELEVATOR PIT EASEMENT**

THAT PORTION OF LOT 12, BLOCK 29 OF HEIRS OF SARAH A. BELL'S 2<sup>ND</sup> ADDITION TO THE CITY OF SEATTLE, RECORDED UNDER VOLUME 1 OF PLATS, PAGE 121, RECORDS OF KING COUNTY, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF TWO LINES, MEASURED AT RIGHT ANGLES, BEING 33.00 FEET WESTERLY OF THE CENTERLINE OF 9<sup>TH</sup> AVENUE AND 40.00 FEET NORTHERLY OF THE CENTERLINE OF PINE STREET;

THENCE NORTH 30°34'18" WEST, ALONG WESTERLY RIGHT OF WAY MARGIN OF SAID 9<sup>TH</sup> AVENUE, A DISTANCE OF 41.46 FEET;

THENCE AT A RIGHT ANGLE TO SAID LINE, SOUTH 59°25'42" WEST, A DISTANCE OF 43.00 FEET TO THE TRUE POINT OF BEGINNING, ELEVATION 148.68 FEET (NAVD88), HAVING AN ELEVATION OF 138.94 FEET (OLD CITY OF SEATTLE DATUM), PER RECORDING NUMBER 8911220577, RECORDS OF KING COUNTY WASHINGTON;

THENCE SOUTH 59°25'42" WEST, A DISTANCE OF 18.38 FEET, ELEVATION 147.72 FEET (NAVD88);

THENCE NORTH 30°34'18" WEST, A DISTANCE OF 8.92 FEET, ELEVATION 147.72 FEET (NAVD88);

THENCE NORTH 59°25'42" EAST, A DISTANCE OF 18.38 FEET, ELEVATION 148.68 FEET (NAVD88);

THENCE SOUTH 30°34'18" EAST, A DISTANCE OF 8.92 FEET TO THE TRUE POINT OF BEGINNING;

THE ABOVE ELEVATIONS ARE THE UPPER LIMIT OF THIS EASEMENT; THE LOWER LIMIT OF THIS EASEMENT HAS AN ELEVATION OF 147.67 FEET;

SAID ELEVATIONS DESCRIBED HEREON ARE EXPRESSED IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS OF THE DATE OF THIS INSTRUMENT AND ARE BASED UPON CITY OF SEATTLE BENCHMARK NUMBER 2634, BEING A 2" BRASS SURFACE CAP STAMPED "2634", 6 FEET NORTH OF INTERSECTION OF BACK OF CONCRETE SIDEWALK AT THE NORTHEAST CORNER OF BOREN AVENUE AND PIKE STREET, HAVING AN ELEVATION OF 217.34 FEET.

### **FLOOR SLAB EASEMENT**

THAT PORTION OF LOT 11, BLOCK 29 OF HEIRS OF SARAH A. BELL'S 2<sup>ND</sup> ADDITION TO THE CITY OF SEATTLE, RECORDED UNDER VOLUME 1 OF PLATS, PAGE 121,

RECORDS OF KING COUNTY, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF TWO LINES, MEASURED AT RIGHT ANGLES, BEING 33.00 FEET WESTERLY OF THE CENTERLINE OF 9<sup>TH</sup> AVENUE AND 40.00 FEET NORTHERLY OF THE CENTERLINE OF PINE STREET;

THENCE NORTH 30°34'18" WEST, ALONG THE WESTERLY RIGHT OF WAY MARGIN OF SAID 9<sup>TH</sup> AVENUE, A DISTANCE OF 91.00 FEET;

THENCE AT A RIGHT ANGLE TO SAID LINE, SOUTH 59°25'42" WEST, A DISTANCE OF 6.00 FEET TO THE TRUE POINT OF BEGINNING, ELEVATION 150.46 FEET (NAVD88), HAVING AN ELEVATION OF 140.72 FEET (OLD CITY OF SEATTLE DATUM), PER RECORDING NUMBER 8911220577, RECORDS OF KING COUNTY WASHINGTON;

THENCE SOUTH 59°25'42" WEST, A DISTANCE OF 13.33 FEET, ELEVATION 149.80 FEET (NAVD88);

THENCE NORTH 28°51'56" WEST, A DISTANCE OF 10.37 FEET, ELEVATION 149.80 FEET (NAVD88);

THENCE NORTH 54°28'13" EAST, A DISTANCE OF 13.07 FEET, ELEVATION 150.44 FEET (NAVD88);

THENCE SOUTH 30°34'18" EAST, A DISTANCE OF 11.50 FEET TO THE TRUE POINT OF BEGINNING;

THE ABOVE ELEVATIONS ARE THE UPPER LIMIT OF THIS EASEMENT; THE LOWER LIMIT OF THIS EASEMENT HAS AN ELEVATION OF 149.67 FEET;

SAID ELEVATION DESCRIBED HEREON ARE EXPRESSED IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS OF THE DATE OF THIS INSTRUMENT AND ARE BASED UPON CITY OF SEATTLE BENCHMARK NUMBER 2634, BEING A 2" BRASS SURFACE CAP STAMPED "2634", 6 FEET NORTH OF INTERSECTION OF BACK OF CONCRETE SIDEWALK AT THE NORTHEAST CORNER OF BOREN AVENUE AND PIKE STREET, HAVING AN ELEVATION OF 217.34 FEET.

#### **FLOOR SLAB EASEMENT**

THAT PORTION OF LOT 11, BLOCK 29 OF HEIRS OF SARAH A. BELL'S 2<sup>ND</sup> ADDITION TO THE CITY OF SEATTLE, RECORDED UNDER VOLUME 1 OF PLATS, PAGE 121, RECORDS OF KING COUNTY, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF TWO LINES, MEASURED AT RIGHT ANGLES, BEING 33.00 FEET WESTERLY OF THE CENTERLINE OF 9<sup>TH</sup> AVENUE AND 40.00 FEET NORTHERLY OF THE CENTERLINE OF PINE STREET;

THENCE NORTH 30°34'18" WEST, ALONG THE WESTERLY RIGHT OF WAY MARGIN OF SAID 9<sup>TH</sup> AVENUE, A DISTANCE OF 54.43 FEET;

THENCE AT A RIGHT ANGLE TO SAID LINE, SOUTH 59°25'42" WEST, A DISTANCE OF 6.00 FEET TO THE TRUE POINT OF BEGINNING, ELEVATION 150.46 FEET (NAVD88), HAVING AN ELEVATION OF 140.72 FEET (OLD CITY OF SEATTLE DATUM), PER RECORDING NUMBER 8911220577, RECORDS OF KING COUNTY WASHINGTON;

THENCE SOUTH 59°25'42" WEST, A DISTANCE OF 9.83 FEET, ELEVATION 150.00 FEET (NAVD88);

THENCE NORTH 30°34'24" WEST, A DISTANCE OF 18.54 FEET, ELEVATION 150.00 FEET (NAVD88);

THENCE NORTH 28°51'56" WEST, A DISTANCE OF 28.76 FEET, ELEVATION 150.00 FEET (NAVD88);

THENCE NORTH 54°28'13" EAST, A DISTANCE OF 9.01 FEET, ELEVATION 150.44 FEET (NAVD88);

THENCE SOUTH 30°34'18" EAST, A DISTANCE OF 48.07 FEET TO THE POINT OF BEGINNING;

THE ABOVE ELEVATIONS ARE THE UPPER LIMIT OF THIS EASEMENT; THE LOWER LIMIT OF THIS EASEMENT HAS AN ELEVATION OF 150.00 FEET;

SAID ELEVATIONS DESCRIBED HEREON ARE EXPRESSED IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS OF THE DATE OF THIS INSTRUMENT AND ARE BASED UPON CITY OF SEATTLE BENCHMARK NUMBER 2634, BEING A 2" BRASS SURFACE CAP STAMPED "2634", 6 FEET NORTH OF INTERSECTION OF BACK OF CONCRETE SIDEWALK AT THE NORTHEAST CORNER OF BOREN AVENUE AND PIKE STREET, HAVING AN ELEVATION OF 217.34 FEET.

#### **GRADE BEAM EASEMENT**

THAT PORTION OF LOT 11, BLOCK 29 OF HEIRS OF SARAH A. BELL'S 2<sup>ND</sup> ADDITION TO THE CITY OF SEATTLE, RECORDED UNDER VOLUME 1 OF PLATS, PAGE 121, RECORDS OF KING COUNTY, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF TWO LINES, MEASURED AT RIGHT ANGLES, BEING 33.00 FEET WESTERLY OF THE CENTERLINE OF 9<sup>TH</sup> AVENUE AND 40.00 FEET NORTHERLY OF THE CENTERLINE OF PINE STREET;

THENCE NORTH 30°34'18" WEST, ALONG THE WESTERLY RIGHT OF WAY MARGIN OF SAID 9<sup>TH</sup> AVENUE, A DISTANCE OF 89.13 FEET;

THENCE AT A RIGHT ANGLE TO SAID LINE, SOUTH 59°25'42" WEST, A DISTANCE OF 67.42 FEET TO THE TRUE POINT OF BEGINNING, ELEVATION 147.38 FEET(NAVD88), HAVING AN ELEVATION OF 137.64 FEET (OLD CITY OF SEATTLE DATUM), PER RECORDING NUMBER 8911220577, RECORDS OF KING COUNTY WASHINGTON;

THENCE SOUTH 59°25'42" WEST, A DISTANCE OF 3.99 FEET, ELEVATION 147.17 FEET(NAVD88);

THENCE NORTH 30°39'31" WEST, A DISTANCE OF 3.10 FEET, ELEVATION 147.17 FEET(NAVD88);

THENCE NORTH 46°52'07" EAST, A DISTANCE OF 4.09 FEET, ELEVATION 147.37 FEET(NAV88);

THENCE SOUTH 30°34'18" EAST, A DISTANCE OF 3.99 FEET TO THE TRUE POINT OF BEGINNING;

THE ABOVE ELEVATIONS ARE THE UPPER LIMIT OF THIS EASEMENT; THE LOWER LIMIT OF THIS EASEMENT HAS AN ELEVATION OF 146.37 FEET;

SAID ELEVATIONS DESCRIBED HEREON ARE EXPRESSED IN TERMS OF THE NORTH AMERICA VERTICAL DATUM OF 1988 (NAVD88) AS OF THE DATE OF THIS INSTRUMENT AND ARE BASED UPON CITY OF SEATTLE BENCHMARK NUMBER 2634, BEING A 2" BRASS SURFACE CAP STAMPED "2634", 6 FEET NORTH OF INTERSECTION OF BACK OF CONCRETE SIDEWALK AT THE NORTHEAST CORNER OF BOREN AVENUE AND PIKE STREET, HAVING AN ELEVATION OF 217.34 FEET.

### **GRADE BEAM EASEMENT**

THAT PORTION OF LOT 11 AND LOT 12, BLOCK 29, OF HEIRS OF SARAH A. BELL'S 2<sup>ND</sup> ADDITION TO THE CITY OF SEATTLE, RECORDED UNDER VOLUME 1 OF PLATS, PAGE 121, RECORDS OF KING COUNTY, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF TWO LINES, MEASURED AT RIGHT ANGLES, BEING 33.00 FEET WESTERLY OF THE CENTERLINE OF 9<sup>TH</sup> AVENUE AND 40.00 FEET NORTHERLY OF THE CENTERLINE OF PINE STREET;

THENCE NORTH 30°34'18" WEST, ALONG THE WESTERLY RIGHT OF WAY MARGIN OF AID 9<sup>TH</sup> AVENUE, A DISTANCE OF 47.33 FEET;

THENCE AT A RIGHT ANGLE TO SAID LINE, SOUTH 59°25'42" WEST, A DISTANCE OF 2.00 FEET TO THE TRUE POINT OF BEGINNING, ELEVATION 150.65 FEET (NAVD88), HAVING AN ELEVATION OF 140.91 FEET (OLD CITY OF SEATTLE DATUM), PER RECORDING NUMBER 8911220577, RECORDS OF KING COUNTY WASHINGTON;

THENCE SOUTH 59°25'42" WEST, A DISTANCE OF 4.00 FEET, ELEVATION 150.46 FEET (NAVD88);

THENCE NORTH 30°34'18" WEST, A DISTANCE OF 55.16 FEET, ELEVATION 150.44 FEET (NAVD88);

THENCE NORTH 54°28'13" EAST, A DISTANCE OF 4.02 FEET, ELEVATION 150.64 FEET (NAVD88);

THENCE SOUTH 30°34'18" EAST, A DISTANCE OF 55.51 FEET TO THE TRUE POINT OF BEGINNING;

THE ABOVE ELEVATIONS ARE THE UPPER LIMIT OF THIS EASEMENT; THE LOWER LIMIT OF THIS EASEMENT HAS AN ELEVATION OF 147.50 FEET;

SAID ELEVATIONS DESCRIBED HEREON ARE EXPRESSED IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS OF THE DATE OF THIS INSTRUMENT AND ARE BASED UPON CITY OF SEATTLE BENCHMARK NUMBER 2634, BEING A 2" BRASS SURFACE CAP STAMPED "2634", 6 FEET NORTH OF INTERSECTION OF BACK OF CONCRETE SIDEWALK AT THE NORTHEAST CORNER OF BOREN AVENUE AND PIKE STREET, HAVING AN ELEVATION OF 217.34 FEET.



**EXHIBIT B-7**

**TAX PARCEL NUMBERS**

All tax parcels listed below are located in King County, Washington:

1. 8809700000
2. 5247801292
3. 5247801370
4. 5247801380
5. 5247801440
6. 5247801461
7. 5247801430
8. 5247801410
9. 8566600000
10. 0939000105
11. 0939000085
12. 0939000040
13. 0942000855
14. 1974700120
15. 1974700025
16. 1974700105
17. 1974700080
18. 1975700380
19. 2764700000
20. 1975700365
21. 8634230000
22. 9301500000
23. 1975700175
24. 1975700180
25. 0659000070
26. 0660000804
27. 0660000860
28. 0660000865



## **EXHIBIT C**

### **COVENANTS**

**3.3.2. THE COUNTY’S DISCLAIMER OF CONDITION OF THE DSTT ASSETS.** The County has not made, and does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality or condition of the DSTT Assets. The County is transferring the DSTT Assets to Sound Transit and Sound Transit is acquiring the DSTT Assets and all interest therein as provided for in the Transfer Agreement, in an “as-is with all faults” basis with any and all patent and latent defects. Sound Transit is not relying on representations or warranties, express or implied, of any kind whatsoever from the County with respect to any matters concerning the DSTT Assets, including, without limitation:

**3.3.2.1.** The water, soil and geology in and around the DSTT Assets;

**3.3.2.2.** The physical condition of the DSTT Assets;

**3.3.2.3.** The operating history, projections, valuation or income to be derived from the DSTT Assets;

**3.3.2.4.** The tax consequences of this transaction;

**3.3.2.5.** The suitability of the DSTT Assets for any and all activities and uses that Sound Transit or anyone else may conduct thereon;

**3.3.2.6** The requirement of, or existence of, or compliance with, any licenses, certificates of authority, authorizations, registrations, franchises or similar approvals from any governmental authority;

**3.3.2.7.** The availability or existence of any water, sewer, or other utilities or utility rights;

**3.3.2.8.** The compliance or noncompliance of or by the DSTT Assets or their operation with any laws, rules, ordinances, regulations or decrees of any applicable governmental authority or body or the zoning or land use designation for the DSTT Assets;

**3.3.2.9.** The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the DSTT Assets;

**3.3.2.10.** The manner or quality of the construction, materials, equipment and systems incorporated into the DSTT Assets;

**3.3.2.11.** The presence of any wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials;

**3.3.2.12.** The actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the DSTT Assets, and the compliance or noncompliance of or by the DSTT Assets or their operation with applicable federal, state, county and local laws and regulations, including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. For purposes of this Transfer Agreement, the term “Environmental Law” shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. (“RCRA”); the Washington State Model Toxics Control Act, RCW ch. 70A.305 (“MTCA”); the Washington Hazardous Waste Management Act, RCW ch. 70A.300; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Transfer Agreement, the term “Hazardous Substance” shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law; or

**3.3.2.13.** Any other matter with respect to the DSTT Assets.

**3.3.3.** The DSTT Assets shall be conveyed with no warranties of title, and shall be subject to all matters affecting the DSTT Assets whether of record or not, including but not limited to (i) the lien of unpaid taxes not yet due and payable; (ii) matters which would be disclosed by a current, accurate survey of the DSTT Structure; or (iii) the rights granted to third parties pursuant to any license or lease. Furthermore, the County does not make any representations or warranties as to whether the rights delineated in the DSTT Real Estate Rights provide contiguous rights or interest spanning the length and width of the DSTT Structure sufficient to allow the DSTT to be utilized by Sound Transit for any particular purpose. Sound Transit confirms it is willing to accept the DSTT on this basis and that it shall, at its election but at no expense to the County, acquire or obtain any further rights, title, interest, notices and/or permissions if it is subsequently determined that any of the same is required in order to construct, conduct, maintain, repair and/or replace the DSTT Assets.

**3.3.4. SOUND TRANSIT ACCEPTANCE OF CONDITION OF DSTT ASSETS; AS IS TRANSFER AND RELEASE.**

**3.3.4.1.** Sound Transit acknowledges and accepts the County’s disclaimer in **ARTICLE 3.3.2** and **ARTICLE 3.3.3** of this Transfer Agreement.

**3.3.4.2.** Prior to Closing, Sound Transit will have conducted a physical inspection and made all investigations that Sound Transit deems necessary in connection with its

acquisition of the DSTT Assets. Sound Transit further acknowledges and agrees that, having been given the opportunity to inspect the DSTT Assets, Sound Transit is relying solely on its own investigation of the DSTT Assets and is not relying on any information provided or to be provided by the County and that Sound Transit is acquiring the DSTT Assets in an “as-is with all faults” basis.

**3.3.4.3.** Sound Transit acknowledges and agrees that it will approve and accept the DSTT Assets and shall acquire the DSTT Assets in “as-is with all faults” basis with any and all patent and latent defects, including, without limitation, the structural condition of the DSTT Assets, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the DSTT Assets, and the compliance or noncompliance of or by the DSTT Assets or its operation with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. Sound Transit acknowledges and agrees that Sound Transit shall have no recourse against the County for, and waives, releases and discharges forever the County from, any and all past, present or future claims or demands, and any and all past, present or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys’ fees) of any and every kind or character, known or unknown (collectively, “Losses”), which Sound Transit might have asserted or alleged against the County arising from or in any way related to the DSTT Assets, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the DSTT Assets. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or decree or by order of or agreement with any governmental authority, or that is conducted voluntarily, (b) losses for injury or death of any person, and (c) losses arising under any Environmental Law, whether or not enacted prior to or after transfer of the DSTT Assets.

**EXHIBIT D**  
**DSTT TRANSFER AND CONVEYANCE AGREEMENT**

**EXHIBIT D-1**  
**METRO FACILITIES AGREEMENT**

## EXHIBIT F-1

### METRO FACILITIES AGREEMENT

This Metro Facilities Agreement (“Facilities Agreement”) is entered into between King County (the “County”), a home rule charter county and political subdivision of the State of Washington and the Central Puget Sound Regional Transit Authority (“Sound Transit”), a regional transit authority organized under chapter 81.112 RCW. The County and Sound Transit are also referred to herein individually as a “Party” or collectively as “Parties.” This Facilities Agreement shall be effective as of the date it has been executed by both Parties (“Effective Date”).

### BACKGROUND

A. The County and Sound Transit have entered into that certain Downtown Seattle Tunnel Transfer Agreement dated \_\_\_\_ (“Transfer Agreement”) whereby the County will transfer and Sound Transit will accept assets owned by the County, including but not limited to real property interests and fixed assets (“DSTT Assets”) related to the facility commonly referred to as the Downtown Transit Tunnel Seattle (“DSTT”). The Transfer Agreement calls for the Parties to enter into this Facilities Agreement as a condition of the transfer.

B. By entry into this Facilities Agreement, the Parties intend to facilitate the County’s continuous use of and access to its existing transportation-supportive facilities located within the DSTT (“Retained Assets”) as well as the placement of potential additional transportation related facilities (“Future Assets”) as described below.

C. This Facilities Agreement provides the terms and conditions for the County’s use of the Retained Assets and the process for the County’s potential placement of Future Assets.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein, the Parties hereto agree as follows:

#### I. DEFINITIONS

**1.1 “Retained Assets”** are the fixed assets, equipment and facilities owned by the County and identified in Exhibit C to the Transfer Agreement and reproduced as the attached **Exhibit1** to this Facilities Agreement.

**1.2 “Future Asset(s)”** are fixed assets, equipment and facilities approved to be placed within the DSTT pursuant to the process set forth in **Article IV** below.

#### II. RETAINED ASSETS

**2.1 Retained Assets.** The County shall retain all right, title, and ownership to the Retained Assets.

**2.2 Right to Leave Retained Assets in Place.**

**2.2.1** Some of the Retained Assets are located in, are a part of, run through, or are connected to the DSTT Assets. The County shall have the irrevocable, perpetual and exclusive right to use, maintain, remove, update, enhance, upgrade, repair, operate, and replace the Retained Assets within their current location or as relocated subject to the terms of this Facilities Agreement and consistent with the property rights upon which the Retained Assets are located. The County shall exercise its rights hereunder in a manner that does not interfere with or have a negative impact on Sound Transit's current or future high capacity transit operations. Sound Transit agrees that the current use of the Retained Assets does not interfere or have such an impact on Sound Transit's high capacity transit operations. At the County's request, Sound Transit shall review any proposed County action related to the Retained Assets to determine whether it may interfere with or have a negative impact, and whether there are ways that such actions may be mitigated to be permissible.

**2.2.2** Notwithstanding the foregoing, the County shall remove certain Retained Assets located within the International District Station at Sound Transit's request and expense as further described in **Exhibit 1, Section 1.C**.

**2.2.3** The County shall notify Sound Transit in writing if it intends to remove any of the Retained Assets from active service. The County and Sound Transit will develop an appropriate plan to address such deactivated Retained Assets.

## **2.3 Right of Entry.**

**2.3.1** Sound Transit shall allow the County, its employees, agents, and contractors to have a perpetual and irrevocable right of entry and access to and through Tunnel Assets in the manner described in **Exhibit 1**. To the extent County access to and through Tunnel Assets requires permission from a third party, the County shall be responsible to obtain such permission and shall comply with associated terms and conditions, indemnity or insurance obligations. Except as expressly set forth in **Exhibit 1**, the County shall follow Sound Transit's Track Access process and not disrupt Sound Transit's high-capacity transit operations upon such entry without the prior approval of Sound Transit, which approval shall not be unreasonably withheld. In the event of an emergency the County shall contact the Link Control Center at 206-205-8177 to obtain emergency access.

**2.3.2** Sound Transit shall provide the County with all appropriate keys, security codes, identification and other items, information, and privileges necessary for the County's exercise of its rights hereunder. Except as otherwise provided in this Facilities Agreement, the County shall be liable to Sound Transit for (1) any physical damage to the Tunnel Assets, (2) any bodily injury, or (3) any property damage, but only to the extent that (1), (2), or (3) is negligently caused by the County, its agents or employees during the exercise of the right of entry provided herein.

## **2.4 Indemnification and Insurance.**

**2.4.1** The County shall defend and indemnify Sound Transit, its officers and employees, or any of them, from and against physical damage to the Tunnel Assets and for bodily injury or

property damage: (a) directly caused by the Retained Assets, except to the extent such damage or injury is caused by Sound Transit, its officials, contractors, agents, or employees; or (b) negligently caused by the County, its agents or employees during the exercise of the County's right of entry, except to the extent such damage or injury is caused by Sound Transit, its officials, contractors, agents or employees.

**2.4.2** The provisions of this **Section 2.4** are specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

**2.4.3** The County will maintain a fully funded self-insurance program for the protection and handling of its liabilities including injuries to persons and damage to property. The County will also maintain property insurance, written on a replacement cost basis for its Retained Assets.

**2.4.4** The County will be responsible for any requirements pertaining to the Retained Assets that arise as a result of a federal grant or loan.

## **2.5 Fees, Costs and Payments.**

**2.5.1** Except as expressly set forth in this Facilities Agreement, Sound Transit shall impose no fee, cost rental payment, or other charge of any nature, at any time, for the Retained Assets or the right of entry set forth in this Facilities Agreement. Provided, however, Sound Transit may pass through costs to cover:

- a. increased costs caused by a County modification to a Retained Asset, such as increased utility costs; and
- b. costs incurred by Sound Transit in connection with County access to the Retained Assets using routes other than those provided for in **Exhibit 1, Sections 1.I, 2.I, and 3.H**, (by way of illustration, such pass-through costs to include Sound Transit standard track access charges).

## **2.6 Sound Transit's Responsibilities for Retained Assets.**

**2.6.1** Sound Transit shall take reasonable measures to safeguard the Retained Assets including but not limited to, providing adequate security, monitoring existing fire detection systems in the Retained Asset rooms at International District Station and University Street Stations, and receiving supervisory alerts from Olive TPSS. Sound Transit shall promptly notify the County of any damage or threatened damage, fire, or security breach, affecting or potentially affecting the Retained Assets.

**2.6.2** Sound Transit shall not damage the Retained Assets. Except in cases of emergency, Sound Transit shall not alter, disconnect, move or modify any of the Retained Assets or take any action that will adversely impact the County's ability to exercise its rights under this Facilities Agreement unless approved in advance in writing by the County, which approval shall not be unreasonably withheld. Notwithstanding the existence or non-existence of such approval,

Sound Transit shall reimburse the County for any and all damages and costs relating to or arising from the actions, omissions, or activities of Sound Transit, its employees, agents or contractors, that damage, alter, disconnect, move or modify any portion of the Retained Assets or adversely impact the County's ability to exercise its rights under this Facilities Agreement.

**2.6.3** Sound Transit may access all areas within and around the Retained Assets as needed to carry out its obligations under this Facilities Agreement and to conduct periodic inspections of the Tunnel. Except in case of emergency, Sound Transit shall provide advance notice of inspections to the County and shall coordinate with the County all activities by or for Sound Transit that may potentially impact any portion of the Retained Assets.

**2.6.4** Except as otherwise provided in this Facilities Agreement, Sound Transit shall have no obligation to maintain, repair or replace or improve any of the Retained Assets, said obligations being those of the County.

**2.7 Emergency Egress and Utilities.**

**2.7.1 26KV Power.** Sound Transit shall supply 26KV power to the Retained Assets at existing levels via the existing 26KV AC power supply via a primary and redundant secondary cable system as further described in **Exhibit 1**. In addition to paying for metered 26KV power usage in accordance with **Section 2.7.3**, the County shall pay a proportionate share (based on its actual usage) of the costs of operations and maintenance of the 26KV system. If Sound Transit makes improvements in the reliability of the 26KV AC supply, such improvements shall be made available to the County's traction power substations at no cost to the County.

**2.7.1 Ancillary Power, Utilities, and Egress.** Sound Transit shall maintain and supply at all times existing ancillary power, including emergency power, at existing levels and with reliability equal to Sound Transit's emergency power supply. Sound Transit shall maintain existing emergency egress routes, ventilation, lighting, heating, security door hardware, intrusion detection, fire detection, water supply, sewer, phone lines, fire suppression, and other utilities connected to or serving the Retained Assets. Neither Sound Transit nor its contractors shall disrupt, disconnect, or alter emergency egress routes, ventilation, water supply, sewer, electrical power, or other utilities connected to or serving the Retained Assets without the prior consent of the County, which consent shall not be unreasonably withheld.

**2.7.2 Communications.** The County shall retain use of existing phones as described in **Exhibit 1, Sections 1.G, 2.G and 3.F**.

**2.7.3 Financial Obligations.** The Parties will confirm the current locations of utility metering in the DSTT and transfer utility meters as necessary to conform with the transfer of ownership of the DSTT and this Section. The County shall be responsible for paying for 26KV power, ancillary electricity, phone service, water and other utilities used by or for the Retained Assets without markup, unless otherwise agreed to in writing with Sound Transit. To the extent not already separately or sub-metered, the County and Sound Transit shall work together to arrange for the separate metering of all such utilities at Sound Transit's expense. In the alternative to submetering, Sound Transit may elect to charge a mutually agreed upon flat fee

estimated to represent the existing baseline utility use. The Parties shall establish a process for billing and payment to take effect upon Closing.

### **III. RELOCATION OF RETAINED ASSETS**

**3.1 Relocation Within the DSTT.** Any one or more Retained Assets may be moved to another location within the DSTT at the request of Sound Transit upon terms and conditions acceptable to the County. Sound Transit shall be responsible for all costs of such relocation, exclusive of betterments.

**3.2 Relocation Outside the DSTT.** Sound Transit and the County may agree to move any one or more Retained Assets to a location outside the DSTT, in accordance with the process described in **Sections 3.3 to 3.5**. Sound Transit shall be responsible for all costs of such relocation, exclusive of betterments.

**3.3. Proposal.** Sound Transit and the County will establish a contact person and intake process for Sound Transit proposals to move Retained Assets outside the DSTT.

#### **3.4. Review of Proposal.**

**3.4.1** The County will evaluate the proposal reasonably and in good faith to determine whether the new location will meet the security, functionality and maintenance requirements of the Retained Asset and whether relocation will interfere with or have a negative impact on current and future operations of the Retained Assets. Specifically, the County will consider factors including but not limited to the following: whether the proposed relocation of the Retained Asset would interfere with or have a negative impact on the County's ability to use, maintain, remove, update, enhance, upgrade, repair, operate, or replace the relocated Retained Asset and the remaining Retained Assets within the DSTT, or the safety or complexity of operations and maintenance.

**3.4.2** The County review may consist of using its then-current standard technical review process as well as applying additional factors, such as the proposed location for the relocated Retained Asset and the quality of access at the proposed site compared to access within the DSTT.

**3.5. Consultation.** A Retained Asset may only be relocated outside the DSTT where the new location meets the security, functionality and maintenance requirements of the Retained Asset and where relocation does not interfere with or have a negative impact on current and future operations of the Retained Assets, as determined through the County's review process described above. If, through its review of a proposed relocation of a Retained Asset outside of the DSTT, the County identifies concerns or conditions or mitigations or intends to deny a request, the County and Sound Transit will engage in an iterative process to discuss concerns, seek changes and identify conditions or steps to resolve or mitigate impacts, or provide a rationale for denial. Conditions or mitigation efforts could include, but not be limited to: Timing of implementation, revision to plans, and assumption of liability.

**3.6. Agreement.** If, after completing the steps in **Sections 3.4** and **3.5** the County and Sound Transit agree that a proposed Retained Asset may be relocated outside the DSTT, then the Parties will negotiate and execute an agreement with terms and conditions that may include, without limitation: conditions to mitigate impacts, and provisions for liability, insurance, and cost-reimbursement to the County.

#### **IV. FUTURE ASSETS**

**4.1 Future Assets.** Sound Transit and the County may agree to County placement of one or more fixed assets, equipment, and facilities within the DSTT, as provided in **Sections 4.2** to **4.5** below.

**4.2 Proposal.** Sound Transit and the County will establish a contact person and intake process for County proposals to place Future Assets within the DSTT.

**4.3. Review of Proposal.**

**4.3.1** Sound Transit will evaluate the proposal reasonably and in good faith to determine whether it may be implemented without interfering with or having a negative impact on current and future operations of the DSTT. Specifically, Sound Transit will consider whether the placement of the proposed Future Asset would interfere with or have a negative impact on Sound Transit's ability to design, construct, use, operate, inspect, maintain update, enhance, upgrade or repair Sound Transit high-capacity transportation facilities within the DSTT, or the safety or complexity of operations and maintenance.

**4.3.2** Sound Transit review may consist of using its then-current standard technical review process as well as applying additional factors, such as future Sound Transit needs for the DSTT property, customer experience considerations, consistency with Sound Transit's approach to free speech, property rights, and relationship issues, and Federal Transit Administration requirements, if applicable.

**4.4. Consultation.** A Future Asset may only be placed in a manner that does not interfere with or have a negative impact on current and future operations of the DSTT, as determined through Sound Transit's review process described above. If, through its review of a proposed Future Asset, Sound Transit identifies concerns or conditions or intends to deny a request, Sound Transit and the County will engage in an iterative process to discuss concerns, seek changes and identify conditions or steps to resolve or mitigate impacts, or provide a rationale for denial. Conditions or mitigation efforts could include: Timing of implementation, revision to plans, payment of costs, assumption of liability, relocation conditions and expenses if future conflict arises with Sound Transit needs and Sound Transit ability to revoke or terminate.

**4.5. Agreement.** If after completing the steps in **Sections 4.3.3** and **4.3.4** the County and Sound Transit agree that a proposed Future Asset may be placed in the DSTT, the Parties will negotiate and execute an agreement containing provisions for County access to the Future Asset and any other applicable terms and conditions, which may include, without limitation, conditions to mitigate impacts, termination/revocation/relocation provisions and provisions for liability,

insurance, and cost-reimbursement. Sound Transit will incur no costs related to a Future Asset except to the extent the placement of the Future Asset provides a shared benefit to Sound Transit.

## **V. NO THIRD-PARTY RIGHTS**

**5.1** Nothing contained herein is intended to, nor shall be construed to, create any rights in any party not a signatory to this Facilities Agreement, or to form any basis for any liability on the part of Sound Transit or the County or their officials, employees, agents or representatives, to any party not a signatory to this Facilities Agreement.

## **VI. DISPUTE RESOLUTION**

**6.1** Except as provided herein, Sound Transit and the County will establish a process to elevate concerns within their respective organization related to disputes arising under this Facilities Agreement.

**6.2** With respect to any dispute involving Sound Transit review/condition/denial of a proposed Future Asset, this process will review whether the proposed Future Asset may be placed within the DSTT without interference to Sound Transit's current and future needs as described in **Article IV**, taking into account possible conditions and modifications to the County's proposal, the needs of the public, the potential benefits to the public, and the intended uses of the DSTT.

**6.3** With respect to any dispute involving County review/condition/denial of the proposed relocation of a Retained Asset outside the DSTT, this process will review whether the Retained Asset may be placed outside the DSTT without interference to current and future operations of the Retained Assets as described in **Article III**, taking into account possible conditions and modifications to Sound Transit's proposal.

**6.4.** If a dispute is not resolved through the process established under **Section 6.1**, the Parties shall seek to settle the dispute through mediation or other mutually agreed form of alternative dispute resolution as a condition precedent to commencing litigation.

## **VII. TRANSITION SUPPORT**

**7.1** For a period of at least five years after the date of the Effective Date of this Facilities Agreement, the County will provide Sound Transit access to key staff and records needed to facilitate Sound Transit's transition into ownership of the DSTT. The purpose of this transition support is (1) to provide continuity of services and transfer of knowledge from the County to Sound Transit, and also (2) to facilitate Sound Transit's completion of its "state of good repair" workplan, which is largely, but not entirely, based on that certain Downtown Seattle Transit Tunnel Safety and Reliability Review Report dated December 11, 2020, and that certain Transit Facility Condition Needs Report for Downtown Seattle Transit Tunnel dated January 31, 2019, copies of which are on file with the Parties.

**7.2** The Parties agree that the County's transition support to Sound Transit will include, but not be limited to, the following King County staff and work groups:

### **7.2.1 Metro Department Structural Engineering staff**

For continued support in assessing and reviewing structural issues related to the operations and maintenance of the DSTT structures, including interfacing with third parties whose real-estate development projects could potentially impact DSTT improvements.

### **7.2.2 Metro Department Engineering Records staff**

For continued access to, and training for, the County's engineering records including:

- A. As-builts
- B. Equipment and facility design criteria and specifications
- C. CAD Files
- D. Engineering records database(s)

### **7.2.3 Metro Department Power and Facilities Staff**

For continued support and training related to the operations and maintenance of the DSTT including the 26kV primary lines, back-up lines and associated equipment, and including Sound Transit staff "shadowing" County staff as the Parties may determine.

### **7.2.4 Metro Department Transit Facilities**

For continued access to or interpretation of the County's historical maintenance, repair, and work order records, along with access to historical spare parts inventories, part/equipment purchasing data, and procurement records, to include records relating to projects, service contracts, and other matters relevant to the DSTT and its component systems and facilities.

### **7.2.5 Metro Department Utility and Accounting Staff**

For continued support to reconcile utility payments including, but not limited to, the historic billing for 26kV lines.

**7.3** The Parties will collaborate through a process, to be completed no later than 3 months after the Effective Date of this Facilities Agreement, to do the following:

- A. List known key staff by name for each of the staffing categories identified in Section 7.2;
- B. Establish protocols and timelines by which Sound Transit will request and receive transition support; and
- C. Negotiate rates and invoicing/payment procedures by which Sound Transit will compensate the County for its cost to provide the transition support contemplated in this Section 7.

**7.4** The Parties acknowledge and agree that matters or facilities for which the County will have continuing responsibility (e.g., the Retained Assets, or any Future Assets) will not be considered transition support for purposes of this Section 7.

## VIII. GENERAL TERMS AND CONDITIONS

### 8.1. Time.

**8.1.1** Time is of the Essence. Time is of the essence in the performance of this Facilities Agreement.

**8.1.2.** Computation of Time. Any reference to “day” in this Facilities Agreement shall refer to a calendar day, which is every day of the year. Any reference to business day in this Facilities Agreement shall mean any calendar day that is not a “Legal Holiday.” A Legal Holiday under this Facilities Agreement is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050. In computing any period of time prescribed by this Facilities Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included and the specified period of time shall expire at 5:00 p.m. of the last calendar day or business day, as the case may be, unless with regard to calendar days the last day is a Legal Holiday, in which case the specified period of time shall expire on the next day that is not a Legal Holiday. Hours shall refer to Pacific Time.

**8.2.** Notices. Any and all notices or other communications required or permitted to be given under any of the provisions of this Facilities Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier or two days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as a Party may specify by notice to the other Party and given as provided herein:

If to Sound Transit:

With a copy to:

Kimberly Farley Deputy Chief Executive Officer Union Station 401 S. Jackson Street Seattle, WA 98104	Sound Transit Legal Department Union Station 401 S. Jackson Street Seattle, WA 98104 Attention: Jennifer Belk, Managing Legal Counsel
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If to the County:

With a copy to:

King County Metro – Capital Division 201 South Jackson Street, KSC-TR-0415 Seattle, WA 98104-3856 Attn: Kim Becklund, Strategic Planning Manager	King County Prosecuting Attorney’s Office Civil Division Second and Seneca Tower 1191 2nd Avenue, Suite 1700 Seattle, WA 98101 Attention: Chief Civil Deputy
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**8.3.** Entire Agreement; Amendments. This writing (including the recitals and Exhibits attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Facilities Agreement and signed by all Parties.

**8.4. Severability.** In the event any portion of this Facilities Agreement shall be found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect the remaining provisions of this Facilities Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this Facilities Agreement should and/or must be defeated, invalidated or voided.

**8.5. Waiver.** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

**8.6 Binding Effect.** Subject to Section 8.11, this Facilities Agreement shall be binding upon and inure to the benefit of each Party, its successors and assigns.

**8.7. Legal Relationship.** The Parties to this Facilities Agreement execute and implement this Facilities Agreement solely as the County and Sound Transit. No partnership, joint venture or joint undertaking shall be construed from this Facilities Agreement.

**8.8. Captions.** The captions of any articles, paragraphs or sections contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs or sections.

**8.9 Governing Law; Venue.** This Facilities Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions. In the event that either Party shall bring a lawsuit related to or arising out of this Facilities Agreement, the Superior Court of King County, Washington shall have exclusive jurisdiction and venue.

**8.10. No Third-Party Beneficiaries.** This Facilities Agreement is made only to and for the benefit of the Parties, and shall not create any rights in any other person or entity.

**8.11. Assignment.** Neither Party may assign this Facilities Agreement or any part thereof without the written consent of the other Party. Any attempted assignment without said consent shall be void.

**8.12. Negotiation and Construction.** This Facilities Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and shall not be construed as if it has been prepared by one of the Parties, but rather as if both Parties had jointly prepared it. The language in all parts of this Facilities Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The Parties acknowledge and represent, as an express term of this Facilities Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Facilities Agreement. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of this Facilities Agreement.

**8.13. Counterparts.** This Facilities Agreement may be executed using an electronic service, such as DocuSign, or in counterparts. If the latter, then to facilitate execution, this

Facilities Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Facilities Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it additional signature pages.

**8.14 Further Assurances and Documents.** In addition to the acts recited in this Facilities Agreement and contemplated to be performed by the Parties, the County and Sound Transit agree to cooperate, to perform such other acts, and to execute, deliver, and record (if necessary) such other documents, or updated documents, as either the County or Sound Transit, or their respective counsel, may reasonably require to effectuate the intent of this Facilities Agreement.

**8.15 Conflicting Agreement;** Except as otherwise expressly provided herein, in the event of any conflict between this Facilities Agreement and any other agreement between the Parties with respect to the DSTT Assets, this Facilities Agreement will control.

KING COUNTY METRO

SOUND TRANSIT

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

By: \_\_\_\_\_

Sr. Deputy Prosecuting Attorney

By: \_\_\_\_\_

Sound Transit Legal Counsel

## **EXHIBIT 1 to METRO FACILITIES AGREEMENT METRO RETAINED ASSETS**

### **1. South Jackson Traction Power Substation No. 35.**

The County shall retain the South Jackson Traction Power Substation No. 35 ("South Jackson TPSS") assets as set forth below (the reference drawings for these assets are on file with Sound Transit's Office of Property Management and include Contract T/F 39-87 CU-03B International District Station, Drawings E308, E309, E311, E312, E216, E217, E217A, E357 and the County record drawing Central Business District ("CBD") Feeders and Underground Ducts, Drawing 00-E-645, and Contract T/M8A-88 Traction Power Installation, Drawing E16):

- A. The County shall retain the South Jackson TPSS and all TPSS equipment required for operation of the facility. The substation is located in International District Station, room 9P02-NW(P16). The assets to be retained include all existing equipment for South Jackson TPSS including AC switchgear, Transformer, Rectifier, DC switchgear and disconnect switches, emergency batteries and charger, controls, annunciator, SCADA remote terminal unit, cable trays, conduit, and cables, and all other equipment necessary to make a complete and operating substation.
- B. The County shall retain DC feeder conduits, including spare conduit, and cables serving the surface street trolleybus system from South Jackson TPSS. Feeder conduits include PJ487 through PJ497, NJ500 through NJ510, all pullboxes CBD 3 through 5, and all other raceway elements required to provide a complete and operating DC feeder system as shown in the reference drawings. The County shall retain ownership of the DC circuit breakers in the South Jackson TPSS.
- C. The County shall retain ownership of, but will remove at Sound Transit's expense, the existing unenergized International District Traction Power Substation No. 40 ("International District TPSS") equipment in order to make space for the installation of one Sound Transit Traction Power Substation ("Sound Transit TPSS") in room 9P02-NW(P16). The County and Sound Transit may agree to have Sound Transit's contractor perform this work.
- D. Sound Transit shall supply power via the existing 26KV AC power supply, up to the line side of 40-W-501 and 40-W-502.
- E. The County shall retain the AC circuit breaker serving South Jackson TPSS.
- F. Sound Transit shall supply the station ancillary power supply to the

South Jackson TPSS and the International District TPSS via the existing AC distribution panel in room 9P02-NW(P16), Panel AP-1. If Sound Transit installs a Sound Transit TPSS then Sound Transit shall install and maintain its own substation battery and charger system separate from the existing battery and charger system.

- G. The County shall retain use of existing phones in room 9P02-NW(P16), including:
1. One County-owned voice grade phone connected to the County's proprietary telephone system via dedicated lines in the commercial telephone system;
  2. One ST-owned VOIP voice grade phone allowing dial out/dial in connections to the commercial telephone network;
  3. One ST-owned E-TELS emergency phone connected to Link Control Center; and
  4. One 10 Base T Category 5 circuit (for use by the County's University Substation SCADA remote terminal unit) connected to the Exchange Building via a routing acceptable to the County for connection to its SCADA system.
- H. The County shall retain the right to make attachments to the interior of the room 9P02-NW(P16) structure including walls, roof, and floor. Proposed County attachments to the structure shall require prior written approval of the attachment method from Sound Transit's Structural Engineering group.
- I. Sound Transit shall continue to provide access at no cost to the County that includes temporary parking for one vehicle under 10,000 pounds on the International District Station plaza and access through the roll up gate at the NW entrance and along the west platform, and past the elevator, to room 9P02-NW(P16) utilizing the Track Access Permits ("TAP") process.

## **2. UNIVERSITY STREET TRACTION POWER SUBSTATION NO. 41**

The County shall retain the University Street Traction Power Substation No. 41 ("University Street TPSS") assets as set forth below (the reference drawings for these assets are on file with Sound Transit's Office of Property Management and include Contract T/F 39-87 CU-03B University Street Station drawings E702, E702A, E706, E707, E709, E710, E761, E613, E616, E617, E618, UR036, UR039, UR051, UR053; the

County record drawing CBD Feeders and Underground Ducts drawing 00-E-642, E643; and Contract T/M8A-88 Traction Power Installation, Drawing E44):

- A. The County shall retain in place all TPSS equipment required for operation of University Street TPSS and its switching vault for the purpose of supplying power to its surface trolleybus overhead contact system. The substation is located in University Street Station room 5R18-SW(R14), and the switching vault is room 5R14-SW(R13). The assets to be retained include all existing equipment for University Street TPSS including AC switchgear, Transformer, Rectifier, DC switchgear and disconnect switches, emergency batteries and charger, controls, annunciator, SCADA remote terminal unit, cable trays, conduit, and cables, and all other equipment necessary to make a complete and operating substation.
- B. The County shall retain DC feeder conduits, including spare conduit, and cables serving the surface street trolleybus system from University Street TPSS. Retained feeder conduits within the station include:

PK601 through PK616

K660 through K662

All pullboxes served by these conduits, including Pullbox  
PK-20

Retained feeder conduits extending beyond the station include:

Duct bank with 6 conduits connecting switching vault to existing the County manhole M21 in Third Ave-Ref Drawing 00-E-624;

Duct bank with 12 conduits connecting switching vault to existing the County manhole M20 in Third Ave. - ref drawing 00-E-643;

Duct bank with 6 conduits connecting the County vault M14 on James St to the County vault M3 - ref drawings URS047, URS048;

Duct bank with 6 conduits connecting the County vault M14 to the County vault M203 on Third Avenue - ref drawings UR048, UR051;

Duct bank with 4 conduits connecting the County vault M203 on third Avenue to the County vault M213 on Prefontaine Place South;

And all other existing raceway elements required to provide a complete and operating DC feeder system as shown in the reference drawings.

- C. The County shall retain the communications duct bank of 4 conduits C190 to C193, extending from University Street station (drawing E702A) to the Exchange Building (drawing 00-E-643).
- D. Sound Transit shall supply power via the existing 26KV AC power supply, up to the line side of 41-W-501 and 41-W-502.
- E. The County shall retain the AC circuit breakers in the substation.
- F. Sound Transit shall be responsible for maintaining the power to the substation ancillary electrical panel AP-1 from emergency power panel EU4B for exclusive use by the County.
- G. The County shall retain use of existing phones in rooms 5R18-SW(R14) and 5R14-SW(R13), including:
  - 1. One County-owned voice grade phone connected to the County's proprietary telephone system via dedicated lines in the commercial telephone system;
  - 2. One ST-owned VOIP voice grade phone allowing dial out/dial in connections to the commercial telephone network;
  - 3. One ST-owned E-TELS emergency phone connected to Link Control Center; and
  - 4. One 10 Base T Category 5 circuit for use by the County's University Substation SCADA remote terminal unit, connected a T-1 grade circuit in the commercial telephone network.
- H. The County shall retain the right to make attachments to the interior of rooms 5R18-SW(R13) and 5R14-SW(R13) structure including walls, roof, and floor. Proposed County attachments to the structure shall require prior written approval of the attachment method from Sound Transit's Structural Engineering group.
- I. Sound Transit shall continue to provide access at no cost to the County from street parking through the roll up gate at the SW entrance and down the stairs to the room 5R18-SW(R13) utilizing the TAP process.

### **3. OLIVE TRACTION POWER SUBSTATION NO. 36**

The County shall retain the Olive Traction Power Substation No. 36 (“Olive TPSS”) assets as set forth below (the reference drawings for these assets are on file with Sound Transit’s Office of Property Management and include contract Olive Way (TPSS) Site Design Package drawings E002, E901, E902, E903, E904, E905, E906, E907, E908, 909, E911, E912, E914, E915, E920, E921, E923, E925, E930, E931, E950, E952, E954, E962, E990, E991, E992, E993):

- A. The County shall retain the Olive TPSS and all TPSS equipment required for operation of the facility. The substation is located in the cut and cover tunnel under 9<sup>th</sup> Avenue. The assets to be retained include all existing equipment for Olive TPSS including AC switchgear, Transformer, Rectifier, DC switchgear and disconnect switches, emergency batteries and charger, controls, annunciator, SCADA remote terminal unit, cable trays, conduit, and cables, and all other equipment necessary to make a complete and operating substation. The County shall have the right to place one spare transformer in the cut and cover tunnel under 9<sup>th</sup> Avenue per drawing E920.
- B. The County shall retain ownership of DC traction power feeder ducts and cables. These feeder cables include:
  - Duct bank of 14 conduits extending from the County vault M201 in Convention Place Station to the County vault S36M200 in 9th Avenue;
  - Duct bank of 10 conduits connecting the County vault S36M200 to the County vault S36M2 in 9th Ave;
  - Duct bank of 8 conduits connecting the County vault S36M200 to the County vault M55 in the intersection of 9th Ave and Pine St.;
  - Duct bank of 2 conduits connecting the County vault M55 to pole 40W-1019 at Minor Ave and Pine St.;
  - Duct bank of 2 conduits connecting the County vault M55 to pole 40W-1668 in Pine St.;
  - Duct bank of 3 conduits connecting the County vault M55 the County vault M33 in Pike St. and to pole 40W-1085 on 9th Ave.
- C. Sound Transit shall continue to supply power via the existing 26KV power supply, up to the line side of 36W-411 and 36-W-412.
- D. The County shall retain the AC circuit breakers in the substation.

- E. Sound Transit shall supply power from the Existing Emergency System Pullbox to Emergency Disconnect Switch (ECB) as depicted on sheet E921 of the KCM Olive Way (TPSS) Site Design Package As-Built REV 1 Set 05/15/2018.
- F. The County shall retain use of existing phones in the cut and cover tunnel under 9<sup>th</sup> Avenue, including:
  - 1. One County-owned voice grade phone connected to the County's proprietary telephone system via dedicated lines in the commercial telephone system;
  - 2. One ST-owned VOIP voice grade phone allowing dial out/dial in connections to the commercial telephone network;
  - 3. One ST-owned E-TELS emergency phone connected to Link Control Center; and
  - 4. One 10 Base T Category 5 circuit for use by the County's Olive Substation SCADA remote terminal unit, connected to a T-1 grade circuit in the commercial telephone network.
- G. The County shall retain the modular TPSS located inside the cut and cover tunnel structure under 9<sup>th</sup> Avenue. Proposed County attachments or modifications to the interior of the cut and cover tunnel structure shall require prior written approval of the attachment method from Sound Transit's Structural Engineering group.
- H. Sound Transit shall continue to allow access at no additional cost to the County (1) from street parking through the pop-up stairway hatch in street right of way at the NW quadrant of 9<sup>th</sup> and Pine, and (2) through the existing door in the Washington State Convention Center (the "access door"). For both (1) and (2), the County shall notify Sound Transit of the time and duration of entry via the Link Control Center at 206-205-8177. The access door is and shall remain locked so that only authorized King County or Sound Transit personnel may enter from the Convention Center side. Both Sound Transit and the County shall have keys to the access door. Sound Transit may integrate the access door with Sound Transit's DSTT security system at Sound Transit's sole cost and expense. The County shall own and maintain the existing wooden stairway from the access door. The County may repair, improve, or replace the stairway at the County's sole cost and expense, subject to Sound Transit's approval, which approval shall not be unreasonably

withheld, conditioned, or delayed.

**4. PIONEER SQUARE STATION 700MHZ REPEATER**

- A. The County shall retain ownership of the 700 MHz Repeater Site at the Pioneer Square Station, and its interconnecting path to the County's Radio Core.
- B. Sound Transit shall continue to provide access, at no additional cost to the County, to the 700 MHz Repeater Site through the existing utility door located on the mezzanine level at the Pioneer Square Station, utilizing the TAP process or such other less rigorous process as the Parties may negotiate.

**5. GENERAL PROVISIONS**

- A. Sound Transit shall supply 26KV power at existing levels via the existing 26KV AC power supply via a primary and redundant secondary cable system.
- B. Sound Transit shall, as described above, supply ancillary power, including emergency power at existing levels and with reliability equal to Sound Transit's emergency power supply.
- C. If Sound Transit makes improvements in the reliability of the 26KV AC supply, such improvements shall be made available also to the County's traction power substations at no cost to the County.
- D. In order to upgrade technology and/or accommodate future Sound Transit projects, Sound Transit may from time-to-time at its own expense revise telephone service described above, or shall arrange for an alternative service acceptable to the County.
- E. Sound Transit shall continue to provide and maintain an Emergency Phone at each of the County's traction power substations.
- F. Sound Transit shall continue to provide and maintain existing ventilation, lighting, heating, security door hardware, and intrusion detection serving the Retained Assets.
- G. Sound Transit shall continue to provide fire detection at South Jackson TPSS and University Street TPSS. The County shall retain and operate the fire detection system at Olive TPSS and Sound Transit shall receive an advisory signal.

END RETAINED ASSETS LIST



## **EXHIBIT F-2**

### **STATION ADVERTISING REVENUE SHARE AGREEMENT**

This Station Advertising Revenue Share Agreement (“Advertising Agreement”) is entered into by and between the Central Puget Sound Regional Transit Authority, a regional transit authority organized under chapter 81.112 RCW (hereinafter referred to as “Sound Transit”) and King County, a home rule charter county and political subdivision of the State of Washington, by and through its Metro Transit Department (hereinafter referred to as the “County”), as may be referred to individually as a “Party” and collectively as the “Parties.” This Advertising Agreement shall be effective as of the date it has been executed by both Parties (“Effective Date”).

### **RECITALS**

WHEREAS, pursuant to chapters 36.56 RCW and 35.58 RCW and public vote, the County is authorized to perform metropolitan public transportation functions; and

WHEREAS, pursuant to chapter 81.112 RCW and public vote, Sound Transit is authorized to perform regional public transportation functions; and pursuant to RCW 39.33.050 may contract with any public transportation benefit area, any county, transportation authority, city, metropolitan municipal corporation, and any private person, firm, or corporation for the operation of high capacity transportation system facilities within Sound Transit’s service area boundary set forth in Sound Move, the Ten Year Regional Transit System Plan; and

WHEREAS, the County and Sound Transit have entered into that certain Downtown Seattle Transit Tunnel Transfer Agreement dated \_\_\_\_\_ (“Transfer Agreement”) which provides for the transfer of the County’s interest in the real estate and assets that comprise the Downtown Seattle Transit Tunnel (the “DSTT”) to Sound Transit, including but not limited to associated real property interests and certain fixtures, improvements, contract rights, equipment and other related assets, in furtherance of and to assure that the region’s goals of providing quality and efficient transit service are met; and

WHEREAS, the County and Sound Transit have agreed that as owner of the DSTT, Sound Transit will maintain control over the advertising in the DSTT; and

WHEREAS, the County and Sound Transit have agreed to share revenue generated by advertising within the DSTT for the purpose of funding reduced or no-cost fares for low-income public transit customers, subject to the terms and conditions of this Advertising Agreement; and

NOW, THEREFORE, in consideration of the mutual terms and obligations contained herein, the Parties agree as follows:

## AGREEMENT

### 1. General

1.1 Purpose. The purpose of this Advertising Agreement is to set forth the terms and conditions with respect to Sound Transit sharing a portion of the advertising revenue within the DSTT with King County Metro (County). The objective is to evenly split the advertising revenue received by Sound Transit from advertising within the Stations with the County, net of any Sound Transit expenses associated with advertising.

1.2 Premises. This Advertising Agreement pertains to advertising within the Westlake Station, University Street Station, Pioneer Square Station and International District Station (the “Stations”), except as provided in Section 1.2.1 below. The words “within the Stations” shall mean the walls, floors, ceilings, and other surfaces (including kiosks), on or around the Station entrances, conveyance systems, and mezzanine and platform levels.

1.2.1 Advertising located within any other existing or future Sound Transit-occupied or -owned tunnels or stations, regardless of the location, is not subject to this Advertising Agreement.

1.2.2 Advertising affixed to vehicles is not subject to this Advertising Agreement.

1.3 Advertising Definition. The term “advertising” shall mean hard copy, print advertisements, and other forms of promotion not currently used within the Stations on the Effective Date of this Advertising Agreement but which may be used in the future, including, but not limited to promotion in digital, mixed media, or dynamic form.

1.4 Advertising Policy. Sound Transit will maintain and control all aspects of advertising within the Stations, pursuant to the current Sound Transit Agency Policy 100, Establishing Advertising Standards, or as hereafter amended.

### 2. Advertising Contract Management

2.1 Sound Transit shall pay the County a proportionate share of the revenue from advertising within the Stations, per the calculation referenced in Section 4.

2.2 Sound Transit will exercise reasonable efforts to generate advertising revenue under this Advertising Agreement. However, the County and Sound Transit acknowledge and agree that the implementation and size of an advertising program within the Stations is at the sole discretion of Sound Transit.

2.3 Sound Transit is responsible for the management and administration of the advertising contract for the Station advertising.

2.4 Sound Transit will ensure that its vendor contract provides for a separate calculation of net revenues for the Stations (the “Station Advertising Revenue”). Sound

Transit will pay King County Metro fifty percent (50%) of the vendor-calculated Station Advertising Revenue paid to Sound Transit less any separate expenses incurred by Sound Transit for advertising in the DSTT, such as the proportionate share of employee salary or expenses incurred to administer the advertising contract in the DSTT and this Advertising Agreement.

#### Example Calculation

The Station Advertising Revenue paid to Sound Transit and Sound Transit advertising expenses are example amounts to demonstrate how the County's share of advertising revenue would be calculated.

Vendor-calculated Station Advertising Revenue paid to ST = \$50,000  
Sound Transit expenses attributable to advertising in the DSTT = \$2,000  
County share (\$) = (50%) x (\$50,000 - \$2,000) = \$24,000

2.5 If King County employee support or labor of any kind is necessary in order for Sound Transit (or a third party working on behalf of Sound Transit) to conduct advertising work or maintenance on advertising space(s) in the DSTT, then any costs that Sound Transit incurs to pay for such King County employee support or labor shall be included among Sound Transit's expenses attributable to advertising, and shall be deducted from the County's share of Station Advertising Revenue, all as provided in paragraph 2.4 of this Agreement.

2.6 All parties engaged in advertising-related activities in the Stations, including King County employees, will follow existing standard DSTT access procedures, using the TAP process or, where applicable, such other less rigorous process as the Parties may negotiate.

### 3. Reserved

#### 4. Compensation, Payment and Reporting

4.1 On an annual basis, or such other period as may be negotiated by the Parties, Sound Transit will determine and pay to the County the proportionate amount of the revenue to be shared under this Advertising Agreement. Payment, along with the revenue share calculation, including the methodology used by the vendor to calculate (1) Station Advertising Revenue and (2) any separate Sound Transit incurred advertising expenses on which payment is based, shall be made as follows:

- 4.1.1 Sound Transit will email a report to the King County Employee in Charge of advertising, Cindy Watanabe-Mezs, at [Cindy.Watanabe-Mezs@kingcounty.gov](mailto:Cindy.Watanabe-Mezs@kingcounty.gov) for review and approval. The report shall show the revenue calculations and amounts payable for the period.
- 4.1.2 The King County Employee in Charge of advertising shall, upon approval of the report, email an invoice to [accountspayable@soundtransit.org](mailto:accountspayable@soundtransit.org) for the amount payable.

4.1.3 Within 30 days of receipt of the invoice, Sound Transit will electronically transfer payment into the County's bank using the routing number and account number provided by the County.

4.2 There is no minimum guaranteed amount due to the County at any point during the term of this Advertising Agreement.

4.3 Each Party will use its share of the total amount of the Station Advertising Revenue solely to fund reduced or no-cost fare pricing for low-income public transit customers. On an annual basis, or such other time period as the Parties may agree to in writing, each Party shall provide to the other an accounting that demonstrates expenditure of the revenue in accordance with this Section.

## **5. Effective Date, Term, and Termination**

5.1 This Advertising Agreement shall become effective upon the closing date of the DSTT transfer to Sound Transit and shall remain in effect until Sound Transit has shared with King County a total of twenty-five million dollars (\$25,000,000) in Station Advertising Revenue or until June 30, 2042, whichever occurs first.

5.2 Either Party may terminate this Advertising Agreement for cause in the event that the other Party fails to fulfill its material obligations under this Advertising Agreement in a timely manner or breaches any material provision of this Advertising Agreement and the Dispute Resolution Process as described in Section 9 below has failed to reach resolution within the timelines described therein. The Party wishing to terminate this Advertising Agreement for cause will provide the other Party with notice of its intent to terminate and will give the other Party an opportunity to correct the failure to perform or breach within thirty (30) days of the notice or within such longer period as may be necessary in the event that correction cannot reasonably be accomplished within thirty (30) days. If the failure or breach is not corrected or cured, this Advertising Agreement may be terminated by the aggrieved Party by giving ninety (90) days' notice to the other Party.

5.3 This Advertising Agreement will also terminate with the mutual consent of the Parties.

5.4 Except as provided in this Section, a termination by either Party will not extinguish or release either Party from liability for costs or obligations existing as of the date of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of this Advertising Agreement.

5.5 Notwithstanding Sections 5.1 to 5.4, if Sound Transit no longer owns the DSTT, this Advertising Agreement shall terminate upon the date that Sound Transit conveys or transfer title to the DSTT to another person or entity, or otherwise cedes all right, title, and interest to the DSTT.

## **6. Designated Representatives**

6.1 Each Party has designated a representative below ("Designated Representative") who is responsible for coordination of communications between the Parties and will act as

the point of contact for each Party.

The Designated Representatives are:

KING COUNTY METRO

Cindy Watanabe-Metz, Project/  
Program Manager

Cindy.Watanabe-Mezs@ kingcounty.gov

SOUND TRANSIT

Tim Healy, Director of Marketing or his  
designee

[Tim.Healy@soundtransit.org](mailto:Tim.Healy@soundtransit.org)

## **7. Indemnity; Third-Party Contracts**

7.1 Sound Transit agrees to hold harmless, indemnify, and defend the County in any lawsuit challenging (1) the content of advertising placed in the DSTT or (2) the process or policies used to select or reject advertising for the DSTT.

7.2 If, after the Effective Date of this Advertising Agreement, Sound Transit enters into or amends an existing contract with any third party for the management, administration, installation, repair, or removal of advertising within the Stations, the contract must require:

7.2.1 That the contractor defend, indemnify, and hold harmless (i) Sound Transit, and (ii) the County, and (iii) their respective officials and employees, against any liability arising out of the contractor's acts and omissions; and

7.2.2 That the contractor be required to obtain insurance coverage, as typically required by Sound Transit for such contracts, and naming (i) Sound Transit and (ii) the County as additional insureds.

7.3 The provisions in this Section 7 are specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

7.4 Each Party agrees to bear full responsibility for any and all tax liabilities owed that may arise in relation to this Advertising Agreement, and each Party will fully indemnify and hold the other Party, its officers, agents and employees harmless from any tax liability owed by the indemnifying Party and arising from or related to the transactions set forth herein. The indemnity under this Section 7.4 includes, but is not limited to, any taxes, penalties, fines, and/or interest, that are assessed by any tax authority against the indemnifying Party, and further includes all attorneys' fees and costs incurred by the indemnifying Party in response to any claims or assessments by any tax authority against the indemnifying Party, its officers, agents and employees.

7.5 The obligations in this Section 7 will survive termination or completion of this Advertising Agreement as to any claim, loss or liability arising from events occurring prior to such termination or completion.

## **8. Audits**

8.1 Each Party will maintain accounts and records, including advertising contracts and financial records, relating to all advertising monies paid to the County by Sound Transit, as well as records demonstrating expenditures of advertising monies in compliance with Section 4.3 of this Advertising Agreement. Such records shall be available for inspection and review by either Party upon reasonable notice delivered in writing to the other Party's Designated Representative. All records will be maintained for a period of six (6) years after termination or expiration of this Advertising Agreement unless permission to destroy the records is granted by the Office of the Archivist pursuant to chapter 40.14 RCW and agreed to by the Parties.

## **9. Dispute Resolution Process**

9.1 Any disputes or questions of interpretation of this Advertising Agreement or the performance of either Party under this Advertising Agreement that may arise between Sound Transit and the County shall be governed under the dispute resolution provisions in this Section 9. The Parties agree that neither Party may take or join any action in any judicial or administrative forum to challenge the other Party's performance under this Advertising Agreement until the dispute resolution process in this Section 9 has been exhausted.

9.2 The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level possible.

9.3 Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Advertising Agreement using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise:

9.3.1 Level One - Sound Transit's Designated Representative and the County's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level One, either Party may refer the dispute to Level Two.

9.3.2 Level Two - Sound Transit's Chief Communications Officer and the County's Departmental Lead shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level Two, either Party may refer the dispute to Level Three.

9.3.3 Level Three - Sound Transit's Deputy Chief Executive Officer or Designee and the County's Department Director or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.

9.4 In the event the dispute is not resolved at Level Three within fourteen (14) days after referral of that dispute to Level Three, the Parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Advertising Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Advertising Agreement to the contrary, neither Party has any obligation to participate in mediation or any other form of alternative dispute resolution following completion of Level Three of the process described herein. A Party may decline to participate in such proceeding for any reason or no reason.

## **10. Assignment and Beneficiaries**

10.1 Neither Party may assign all or any portion of this Advertising Agreement without the express written consent of the other Party.

10.2 This Advertising Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. This Agreement creates no right, privilege, duty, obligation, claim, or cause of action in any person or entity not a party to it.

## **11. General Provisions**

11.1 The Parties may not unreasonably withhold requests for information, approvals or consents provided for in this Advertising Agreement; provided, however, that approvals or consents required to be given by vote of the Sound Transit Board or the King County Council are recognized to be legislative actions. The Parties will take further actions and execute further documents, either jointly or within their respective powers and authority, as may be reasonably necessary to implement the intent of this Advertising Agreement. The County and Sound Transit will work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Advertising Agreement.

11.2 Modifications or amendments to this Advertising Agreement must be made in writing and be signed by authorized representatives of the Parties.

11.3 No joint venture or partnership is formed as a result of this Advertising Agreement. No employees, agents or subcontractors of one Party may be deemed, or represent themselves to be, employees of any other Party.

11.4 Neither Party is relieved of its obligations to comply promptly with any provision of this Advertising Agreement by reason of any failure by the other Party to enforce prompt compliance, and such failure to enforce will not constitute a waiver of rights or acquiescence in the other Party's conduct.

11.5 This Advertising Agreement has been reviewed and revised by legal counsel for both Parties and no presumption or rule that ambiguity shall be construed against the Party drafting the document applies to the interpretation or enforcement of this Advertising Agreement. The Parties intend this Advertising Agreement to be interpreted to the full extent authorized by applicable law.

11.6 Each Party is responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Advertising Agreement, unless otherwise agreed in writing by the Parties. If either Party brings any claim or lawsuit against the other Party and arising out of or relating to this Advertising Agreement, each Party shall pay all its own legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals; provided, however, that nothing in this Section 11.6 shall be construed to limit the Parties' rights to indemnification under Section 7.

11.7 This Advertising Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

## **12. Severability**

12.1 In case any term or provision of this Advertising Agreement is held invalid, illegal, or unenforceable, in whole or in part, by a court of law, the Parties will reform this Advertising Agreement to satisfy the original intent of the Parties.

SIGNATURES APPEAR ON FOLLOWING PAGE

Each of the Parties has executed this Advertising Agreement by having its authorized representative sign below:

KING COUNTY METRO

SOUND TRANSIT

By:\_\_\_\_\_

By:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Approved as to form:

Approved as to form:

By:\_\_\_\_\_

By:\_\_\_\_\_

Sr. Deputy Prosecuting Attorney

Sound Transit Legal Counsel

March 8, 2023

## MEMORANDUM

**To:** City Council  
**From:** Calvin Chow, Analyst  
**Subject:** Council Bill 120522: Downtown Seattle Transit Tunnel Transfer and Conveyance Agreement

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On March 14, 2023, the City Council will discuss and possibly vote on [Council Bill \(CB\) 120522](#), which authorizes the Seattle Department of Transportation (SDOT) Director to sign a multi-party agreement with King County and Sound Transit approving the transfer of the Downtown Seattle Transit Tunnel (DSTT) from King County to Sound Transit. This legislation will be referred directly to Full Council for consideration.

While the City of Seattle is not directly involved in the property transfer of the DSTT from King County to Sound Transit, the City of Seattle is party to two agreements impacted by the transfer. These include: (1) the 1985 Master Cooperation Agreement authorizing King County to use DSTT right-of-way for transit purposes; and (2) the 2002 Joint Operating Agreement authorizing joint bus and light-rail operations in the DSTT.

The proposed legislation would authorize the execution of a new DSTT Transfer and Conveyance Agreement. In addition to transferring the ownership of the DSTT from King County to Sound Transit, the agreement would terminate the 1985 Master Cooperation Agreement and the 2002 Joint Operating Agreement. The agreement calls for Sound Transit's ownership of the DSTT to be acknowledged in the City of Seattle and Sound Transit's Transit Way Agreement following the administrative provisions of the Transit Way Agreement. These actions will affirm that King County has no outstanding obligations regarding the DSTT with the City of Seattle.

The DSTT was constructed by King County in 1990 to provide dedicated transit access through Downtown Seattle. The DSTT began service as a bus corridor but was converted to joint bus and light-rail operations in 2009 with the start of Sound Transit light-rail service. In 2019, bus operations in the DSTT ended and the facility is now used exclusively for light-rail operations.

In 2019, King County sold the Convention Place Station property (the site of the new Washington State Convention Center), eliminating the northern access point connecting the DSTT to city streets. With this loss of access, buses can no longer operate in the DSTT. The termination of bus operations and dedicated use of the DSTT for light-rail supports Sound Transit's system expansion plans, including the 2024 Lynwood Link and East Link extensions.

King County and Sound Transit have both passed legislation authorizing approval of the DSTT Transfer and Conveyance Agreement. Central Staff have identified no concerns with this legislation. Please feel free to contact me if you have any questions or concerns.

cc: Esther Handy, Director  
Aly Pennucci, Deputy Director  
Brian Goodnight, Lead Analyst



## Legislation Text

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**File #:** CB 120518, **Version:** 3

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### CITY OF SEATTLE

#### ORDINANCE \_\_\_\_\_

#### COUNCIL BILL \_\_\_\_\_

AN ORDINANCE relating to surveillance technology implementation; authorizing approval of uses and accepting the 2023 updated surveillance impact report and 2023 executive overview for the Seattle Police Department's use of Forward Looking Infrared Real-Time Video.

WHEREAS, on May 24, 2021, the City Council passed Ordinance 126341, adopting the original Surveillance Impact Report (SIR) for the Forward Looking Infrared Real-Time Video (FLIR) as deployed by King County Sheriff's Office (KCSO) helicopters; and

WHEREAS, subsection 14.18.020.F of the Seattle Municipal Code (SMC), enacted by Ordinance 125376 and last amended by Ordinance 125679, states that "[a]ny material update to an SIR, such as to change the purpose or manner in which a surveillance technology may be used, shall be by ordinance"; and

WHEREAS, city departments have engaged the Seattle Information Technology Department (Seattle IT) regarding potential changes in their technologies that have occurred since the original SIRs were passed by the Council; and

WHEREAS, ensuring compliance now requires operationalizing a defined process for submission of updated SIRs reflecting the material updates; and

WHEREAS, Seattle IT has worked with stakeholders including Council Central Staff, the Office of the Inspector General (OIG), City Auditor's Office, City Attorney's Office, and others to develop a working definition of "Material Update" and this is reflected in the Seattle IT POL-203 Surveillance Policy updates, finalized at the end of 2022; and

WHEREAS, material updates include new capabilities and uses of the technology, not included in the SIR

approved by the Council, and are evaluated with consideration of the following categories - 1) Purpose: The specific purpose(s) for the surveillance technology, 2) Functionality: The type of operations that can be run on the surveillance technology, 3) Allowable Uses: Authorized uses, the rules and processes required before that use, and uses that are prohibited, 4) Surveillance Data: Expanded scope of data collected or data processing activities associated with the technology (including changes in data sharing), 5) Data Retention: What data is retained and for how long; includes changes in the storage of data, and 6) Civil Rights and Civil Liberties Impacts: New or newly discovered negative impact(s) as reported by the CTO's annual Equity Impact Assessment; and

WHEREAS, a surveillance technology that undergoes a material update that is not reported to Seattle IT may be ordered by the CTO to be removed from service until the impacts of the change can be determined and documented under the terms of the Surveillance Ordinance and this policy; and

WHEREAS, the functionality of KCSO's FLIR has changed since the original 2020 SIR was written, reviewed, and adopted; and

WHEREAS, SPD purchasing and ordering equipment to allow for live viewing of the KCSO helicopter video feed qualifies as a material update; and

WHEREAS, each time that the King County Guardian 1 helicopter (equipped with FLIR technology) assists SPD, that information is logged in the Computer-Aided Dispatch (CAD) system. SPD can identify the date, location, and call type for each time that FLIR technology is employed; and

WHEREAS, SPD Policy 16.060 - King County Sheriff's Office Air Support Unit states that patrol officers may request support from the Air Support Unit during an incident where it is determined air support would be beneficial, such as when there is a safety concern; and

WHEREAS, when Seattle requests evidence from King County, video collected by FLIR is subject to existing video evidence storage policies including SPD Policy 7.090 - Photographic Evidence; and

WHEREAS, SPD Policy 6.060 - Collection of Information for Law Enforcement Purposes defines the way

information will be gathered by SPD and states, “information will be gathered and recorded in a manner that does not unreasonably infringe upon: individual rights, liberties, and freedoms guaranteed by the Constitution of the United States and the State of Washington, including freedom of speech, press, association, and assembly; liberty of conscience; the exercise of religion...”; and

WHEREAS, video collected by FLIR does not capture individually identifiable information; and

WHEREAS, the capability of viewing live video feed from the KCSO helicopters provides police, fire, public utilities, and the emergency operations center a full aerial perspective in the event of major incidents; and

WHEREAS, the updated functionality is important for Seattle Police Department’s mission to prevent crime, enforce the law, and support quality public safety by delivering respectful, professional, and dependable police services; NOW, THEREFORE,

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. Pursuant to Ordinances 125376 and 125679, the City Council approves use of the Seattle Police Department’s use of Forward Looking Infrared Real-Time Video (FLIR) through the use of King County Sheriff’s Office helicopters and accepts the updated 2023 Surveillance Impact Report (SIR) for this technology, attached to this ordinance as Attachment 1, and the Executive Overview for the same technology, attached to this ordinance as Attachment 2.

Section 2. The Council requests the Seattle Police Department (SPD) to add a “Record of Changes” page or section to the Surveillance Impact Report and the Executive Overview documenting the changes effected by this ordinance.

Section 3. The Council requests the Seattle Police Department (SPD) to maintain in its operational policies a current list of the identification numbers, sometimes referred to as tail numbers, of the King County Sheriff’s Office helicopters used to deploy Forward Looking Infrared Real-Time Video and to administratively update the 2023 Surveillance Impact Report to reference that publicly available list.

Section 4. 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 \_\_\_\_\_, 2023, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_

Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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Elizabeth M. Adkisson, Interim City Clerk

(Seal)

**Attachments:**

Attachment 1 - 2023 Surveillance Impact Report: Forward Looking Infrared Real-Time Video (FLIR)

Attachment 2 - 2023 Surveillance Impact Report Executive Overview: Forward Looking Infrared Real-Time Video (FLIR)

## 2023 Surveillance Impact Report

# Forward Looking Infrared Real-Time Video (FLIR) (KCSO Helicopters)

## Seattle Police Department

### SIR Versions:

- 2020 Surveillance Impact Report: Forward Looking Infrared Real-Time Video (FLIR) adopted by Ordinance 126341 on May 24, 2021.
- 2023 Surveillance Impact Report: Forward Looking Infrared Real-Time Video (FLIR)

February 1,

2023  
Version 2

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# Surveillance Impact Report (“SIR”) overview

## About the Surveillance Ordinance

The Seattle City Council passed ordinance [125376](#), also referred to as the “Surveillance Ordinance”, on September 1, 2017. This ordinance has implications for the acquisition of new technologies by the City, and technologies that are already in use that may fall under the new, broader definition of surveillance.

SMC 14.18.020.B.1 charges the City’s executive with developing a process to identify surveillance technologies subject to the ordinance. Seattle IT, on behalf of the executive, developed and implemented a process through which a privacy and surveillance review is completed prior to the acquisition of new technologies. This requirement, and the criteria used in the review process, are documented in Seattle IT Policy PR-02, the “Surveillance Policy”.

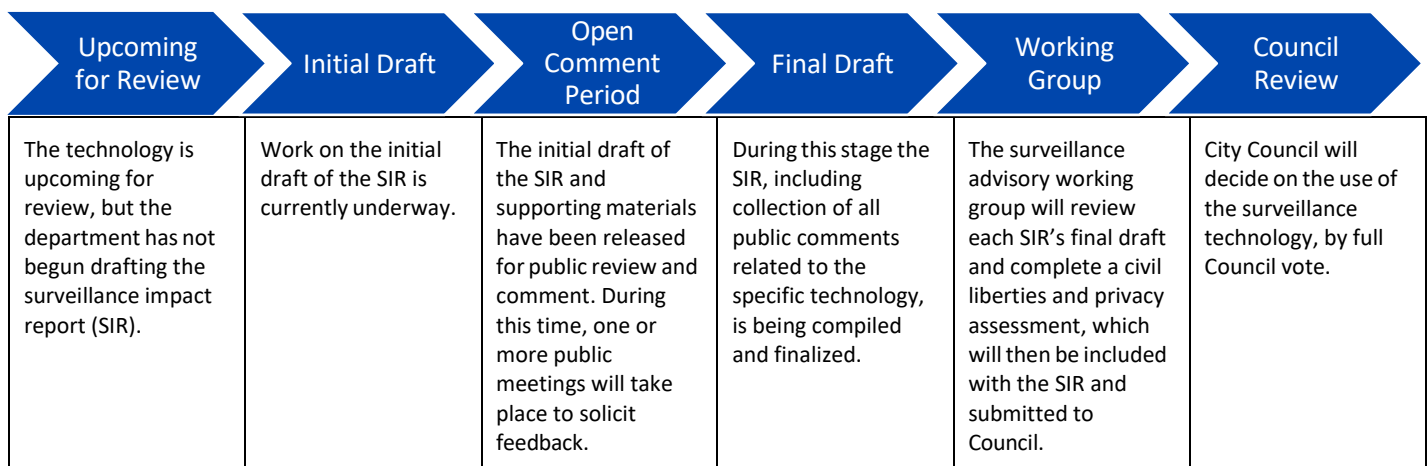
## How this Document is Completed

This document is completed by the requesting department staff, support and coordinated by the Seattle Information Technology Department (“Seattle IT”). As Seattle IT and department staff complete the document, they should keep the following in mind.

1. Responses to questions should be in the text or check boxes only; all other information (questions, descriptions, etc.) Should **not** be edited by the department staff completing this document.
2. All content in this report will be available externally to the public. With this in mind, avoid using acronyms, slang, or other terms which may not be well-known to external audiences. Additionally, responses should be written using principally non-technical language to ensure they are accessible to audiences unfamiliar with the topic.

## Surveillance Ordinance Review Process

The following is a high-level outline of the complete SIR review process.



# Privacy Impact Assessment

## Purpose

A Privacy Impact Assessment (“PIA”) is a method for collecting and documenting detailed information collected in order to conduct an in-depth privacy review of a program or project. A PIA asks questions about the collection, use, sharing, security and access controls for data that is gathered using a technology or program. It also requests information about policies, training and documentation that govern use of the technology. The PIA responses are used to determine privacy risks associated with a project and mitigations that may reduce some or all of those risks. In the interests of transparency about data collection and management, the City of Seattle has committed to publishing all PIAs on an outward facing website for public access.

## When is a Privacy Impact Assessment Required?

A PIA may be required in two circumstances.

- 1) When a project, technology, or other review has been flagged as having a high privacy risk.
- 2) When a technology is required to complete the surveillance impact report process. This is one deliverable that comprises the report.

## 1.0 Abstract

### 1.1 Please provide a brief description (one paragraph) of the purpose and proposed use of the project/technology.

The King County Sheriff’s Office (KCSO) Air Support Unit is the only full-time rotary-wing law enforcement aviation unit in Washington State. Three separate helicopters, one Bell 206B3 helicopter, one UH-1H “Huey,” and one Bell 407, operate as Guardian One and Guardian Two. The Air Support Unit operates throughout King County and is available to assist the Seattle Police Department at no charge through the Puget Sound Regional Aviation Project, a consortium made up of members from sheriff’s offices in King, Snohomish, Pierce and Kitsap counties as well as Seattle Police and Fire departments, Pierce County Fire Districts, Washington State Patrol, the Department of Emergency Management in Pierce County, the Washington State Department of Ecology, Coast Guard, Navy, and the National Park Service. Guardian One offers air support for patrol and specialized police missions. Guardian Two offers support predominately for search and rescue. These helicopters are equipped with color and forward looking infrared (FLIR) cameras and 30 million-candle power spotlights that enable the location of suspects or disaster victims in darkness or environmental cover.

The Air Support Unit (KCSO) monitors several SPD communication frequencies and if available to assist, advises SPD communications that Guardian One is available to support. In life safety or other serious crime incidents where air support would be beneficial SPD sergeants and or higher ranked personnel may request the assistance of the Air Support Unit. Guardian Two is available as a call-out resource in the event of a significant incident.

## 1.2 Explain the reason the project/technology is being created or updated and why the PIA is required.

The aerial vantage point created by the use of helicopters helps trained law enforcement personnel provide enhanced vision to locate and track the movement of crime suspects and disaster victims. The forward looking infrared (FLIR) camera technology housed within the Guardian One and Guardian Two helicopters provides a further enhanced picture of incident scenes by layering heat signatures of individuals and objects on top of the aerial video. The FLIR technology allows for subjects to be detected even when obscured by clouds, haze, or darkness.

Aerial video and infrared technology are tools that may be perceived as invasive to an individual's privacy, as they may be recorded without their knowledge or consent. SPD policy mitigates against the potential for inappropriate use. [SPD Policy 6.060 - Collection of Information for Law Enforcement Purposes](#) defines the way information will be gathered and recorded in a manner that does not unreasonably infringe upon: individual rights, liberties, and freedoms guaranteed by the Constitution of the United States and the State of Washington, including freedom of speech, press, association, and assembly; liberty of conscience; the exercise of religion.

## 2.0 Project / Technology Overview

Provide an overview of the project or technology. The overview gives the context and background necessary to understand the purpose, mission and justification for the project / technology proposed

### 2.1 Describe the benefits of the project/technology.

The Guardian One and Guardian Two helicopters provide critical assistance to SPD units on the ground during incidents. The benefits include rapid response to crime or disaster scenes and give law enforcement personnel an enhanced bird's eye view of the situation. "At normal patrol speeds and altitudes, a helicopter can keep an object in view on the ground ten times longer than a ground officer moving at normal street patrol speeds."<sup>1</sup> While conventional night vision technology does augment the user's ability to locate subjects by enhancing visible light, FLIR systems are more effective because they provide images using the heat emitted by subjects and objects.

### 2.2 Provide any data or research demonstrating anticipated benefits.

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<sup>1</sup> <https://kingcounty.gov/depts/sheriff/about-us/enforcement/specialized/helicopter.aspx>

[https://www.fema.gov/media-library-data/1464299940004-16fc65457742f7d9a9fd62ae52ec9985/NorthWestRegionalAviation\\_FINAL\\_508.pdf](https://www.fema.gov/media-library-data/1464299940004-16fc65457742f7d9a9fd62ae52ec9985/NorthWestRegionalAviation_FINAL_508.pdf)

Provides information about Northwest Regional Avion consortium, the challenges faced in the geographical area, and the response to the 2014 SR530 mudslide near Oso, WA. This document also describes the ways in which the Seattle Urban Area Security Initiative, which includes Guardian One and Two operations, provide search and rescue operations, assists with criminal manhunts, and enhances port security, and is an important asset in the response to a variety of threats and hazards.

Alpert, G. and MacDonald, J. (1997). Helicopters and Their Use in Police Pursuit: A Final Report to the National Institute of Justice, Department of Justice.  
<https://www.ncjrs.gov/pdffiles1/Digitization/171376NCJRS.pdf>

An analysis of the use of helicopters in police pursuit operations used data from observations and empirical analyses of the aviation units in the Baltimore and Metro-Dade (Fla.) Police Departments and a survey of citizen attitudes; the study concluded that helicopters provide a useful and important service to police and to the pursuit function. The best advantage a helicopter can provide to police is the information aerial vantage points can deliver. Additionally, the speed and relatively unobstructed mobility of helicopter support is a major benefit in pursuit of a fleeing suspect or during a search and rescue operation.

## **2.3 Describe the technology involved.**

The King County Sheriff's Air Support Unit is the only full-time rotary-wing law enforcement aviation unit in Washington State. Three separate helicopters, one Bell 206B3 helicopter, one UH-1H "Huey," and one Bell 407, operate as Guardian One and Guardian Two. The capabilities of these aircraft include: forward looking infrared cameras (FLIR), 30-million candlepower "Night Sun" searchlights, Pro Net and LoJack radio tracking receivers, still and video cameras, and communications equipment for communicating with local, state, and federal law and firefighting agencies on their frequencies. The Maple Leaf Helicopter Downlink facility houses the receiver, decoder, and IP encoder equipment necessary to allow SPD personnel to view live streamed video from the KCSO helicopters. The Downlink facility does not give SPD the capacity to record the live streamed video. KCSO helicopters do record audio and video of their operations, and SPD may request as evidence copies of those recordings, which SPD stores pursuant to existing video evidence storage policies, including [SPD Policy 7.090 – Photographic Evidence](#).

Below are examples from the FLIR camera system mounted on Guardian One:

Example 1: This image shows 2 vehicles and 2 people crouching between 2 residential structures. The exact location has been redacted.



Example 2: A closer view of a residential structure illustrating Guardian One FLIR camera system capabilities



## 2.4 Describe how the project or use of technology relates to the department's mission.

The mission of the Seattle Police Department is to prevent crime, enforce the law, and support quality public safety by delivering respectful, professional, and dependable police services. King County Sheriff's Air Support Unit supports this mission by providing air support for patrol, specialized police missions, and search and rescue operations when aerial operations would benefit the SPD resources on the ground.

## 2.5 Who will be involved with the deployment and use of the project / technology?

King County Sheriff's Air Support Unit is operated by the King County Sheriff's Office and is available to assist the Seattle Police Department at no charge through the Puget Sound Regional Aviation Project and the Seattle Urban Area Security Initiative (UASI). Per [SPD Policy 16.060 - King County Sheriff's Office Air Support Unit](#), when Guardian One is operational, the unit monitors SPD radio and advises SPD Communications when they are available to assist during active calls for service.

SPD officers may also request air support assistance directly to Guardian One or through SPD Communications. Per [SPD Policy 16.060](#), "If Guardian One is off-duty, but their assistance is required for a police operation, a[n SPD] sergeant will screen the request and coordinate with Communications."

## 3.0 Use Governance

Provide an outline of any rules that will govern the use of the project / technology. Please note: non-City entities contracting with the City are bound by restrictions specified in the surveillance

ordinance and privacy principles and must provide written procedures for how the entity will comply with any restrictions identified.

**3.1 Describe the processes that are required prior to each use, or access to/ of the project / technology, such as a notification, or check-in, check-out of equipment.**

Per [SPD Policy 16.060 - King County Sheriff's Office Air Support Unit](#), when Guardian One is operational, the unit monitors SPD radio and advises SPD Communications when they are available to assist during active calls for service.

SPD officers may also request air support assistance directly to Guardian One or through SPD Communications. "If Guardian One is off-duty, but their assistance is required for a police operation, a sergeant will screen the request and coordinate with Communications." If they respond to an SPD call, Guardian One and Guardian Two are documented as responding resources in the CAD event by SPD Communications.

**3.2 List the legal standards or conditions, if any, that must be met before the project / technology is used.**

While no legal standards must be met prior to use of the technology, there are conditions and policy governing standard operating procedure for SPD.

The King County Sheriff's Office Air Support Unit monitors SPD radio frequencies and offers assistance to SPD based on availability and appropriateness of response. [SPD Policy 16.060 - King County Sheriff's Office Air Support Unit](#) states that patrol officers may request support from the Air Support Unit during an incident where it is determined air support would be beneficial, such as when there is a safety concern. When the Air Support Unit is off duty the request must be screened by sergeant or higher ranked personnel.

During 2021, Guardian One responded 26 times to SPD events.

**3.3 Describe the policies and training required of all personnel operating the project / technology, and who has access to ensure compliance with use and management policies.**

The helicopter and FLIR technology are not operated by SPD personnel.

SPD Supervisors and commanding officers are responsible for ensuring compliance with all applicable policies.

All SPD employees must adhere to laws, City policy, and Department Policy ([SPD Policy 5.001](#)), and any employees suspected of being in violation of laws or policy or other misconduct are subject to discipline, as outlined in [SPD Policy 5.002](#).

## 4.0 Data Collection and Use

Provide information about the policies and practices around the collection and use of the data collected.

### 4.1 Provide details about what information is being collected from sources other than an individual, including other IT systems, systems of record, commercial data aggregators, publicly available data and/or other City departments.

The Maple Leaf Downlink equipment is static and acts as a passthrough allowing SPD personnel to view the live feed of visual information. No data or images from the video downlink are recorded or stored by SPD. SPD may request as evidence copies of video or audio recordings made by KCSO helicopters, which SPD stores pursuant to existing video evidence storage policies, including [SPD Policy 7.090 – Photographic Evidence](#).

### 4.2 What measures are in place to minimize inadvertent or improper collection of data?

The KCSO Helicopters and onboard FLIR technology respond only to SPD emergency events in which air support is beneficial. SPD only receives and accesses information from the KCSO helicopters that is relevant to the incidents to which Guardian One or Guardian Two have responded. The Maple Leaf Downlink equipment is static and acts as a passthrough allowing SPD personnel to view the live feed of visual information. No data or images from the video downlink are stored by SPD.

The video is requested as evidence from King County and stored using existing video evidence storage policies including [SPD Policy 7.090 – Photographic Evidence](#).

### 4.3 How and when will the project / technology be deployed or used? By whom? Who will determine when the project / technology is deployed and used?

Per [SPD Policy 16.060 - King County Sheriff's Office Air Support Unit](#), when Guardian One is operational, the unit monitors SPD radio and advises SPD Communications when they are available to assist during active calls for service. SPD officers may also request air support assistance directly to Guardian One or through SPD Communications. The SPD policy states, "If Guardian One is off-duty, but their assistance is required for a police operation, a sergeant will screen the request and coordinate with Communications." If they respond to an SPD call, Guardian One and Guardian Two are documented as responding resources in the CAD event by SPD Communications.

The most common type of event in which Guardian One participated with SPD in 2018 was Robbery (8 events), followed by Automotive- including theft and recovery (7 events), Assault (6 events), and Burglary (6 events). Other event types include Domestic Violence, Kidnapping/Abduction, Prowler, Traffic Violations, Warrant Services, Weapons, Person- including missing, found, and runaway, Suspicious Person/Object, and Theft<sup>2</sup>.

<sup>2</sup> Call type is based on the Case Final Type led in SPD's CAD system for the 45 events in which Guardian One responded.

#### 4.4 How often will the technology be in operation?

The Air Support Unit operates six days per week and averages 1200 hours of flight time in the region annually for all agencies. In 2021, Guardian One responded to 26 SPD events.

Guardian Two did not dispatch to any SPD calls for service.

#### 4.5 What is the permanence of the installation? Is it installed permanently, or temporarily?

Established in 2001, the King County Sheriff's Air Unit has been a model for regionalized aviation support for law enforcement and emergency services.

#### 4.6 Is a physical object collecting data or images visible to the public? What are the markings to indicate that it is in use? What signage is used to determine department ownership and contact information?

The King County Sheriff's Air Unit helicopters are marked and easily identifiable as law enforcement aircraft to the untrained eye. The FLIR camera system is permanently affixed to the helicopter, however it is not identifiable to the public. The Guardian helicopters and FLIR cameras do not belong to SPD, but rather are county resources available to assist when available.

#### 4.7 How will data that is collected be accessed and by whom?

The KCSO helicopters have a real-time microwave video downlink capable of transmitting video of ongoing events to units on the ground. The Maple Leaf Downlink site allows SPD to view the video from the KCSO helicopters in real-time only. SPD does not record or save any video or images provided by this downlink. Recordings made by Guardian helicopters associated with SPD calls for service are regularly requested as video evidence from the King County Sheriff's Office, including FLIR video is needed for evidentiary or investigative purposes. These recordings are provided by the KCSO as digital files consistent with [SPD Policy 7.010](#) which governs the submission of evidence and requires that all collected evidence be documented in a GO Report. Per [SPD Policy 7.090 – Photographic Evidence](#), all video evidence not produced by SPD employees is submitted to the SPD Evidence Unit. The SPD Evidence Unit stores the video in SPD's Evidence Management System. The King County Sheriff's Office Air Support Unit does record audio and video of their operations and occasionally does release these recordings to the public, including video posted on their [YouTube channel](#).

#### 4.8 If operated or used by another entity on behalf of the City, provide details about access, and applicable protocols.

The Guardian One and Guardian Two helicopters and onboard FLIR cameras are operated by the King County Sheriff's Air Unit. When Guardian One is operational, the unit monitors SPD radio and advises SPD Communications when they are available to assist during active calls for service. SPD officers may also request air support assistance directly to Guardian One or through SPD Communications.

#### 4.9 What are acceptable reasons for access to the equipment and/or data collected?

The use of helicopter air support and onboard FLIR cameras are an indispensable resource for law enforcement and search and rescue operations. Per [SPD Policy 16.060 - King County Sheriff's Office Air Support Unit](#) Per [SPD Policy 16.060 - King County Sheriff's Office Air Support Unit](#), "Guardian One offers air support for patrol and specialized missions. Per [SPD Policy 16.060 - King County Sheriff's Office Air Support Unit](#), "Guardian One offers air support for patrol and specialized missions. Guardian Two offers air support for special operations such as search and rescue (SAR) and tactical missions." SPD requests air support to assist with locating missing children and vulnerable adults as well as to support patrol operations such as locating a suspects in dark or obscured terrain. When necessary and pertinent to a specific investigation, SPD investigators may request video from KCSO's Air Unit. This is only done when the video will be entered as case evidence in the investigation of a crime or missing person.

#### 4.10 What safeguards are in place, for protecting data from unauthorized access (encryption, access control mechanisms, etc.) And to provide an audit trail (viewer logging, modification logging, etc.)?

SPD are consumers of the information provided by the KCSO Air Unit and do not maintain the systems used to collect this information. The Maple Leaf Downlink site allows SPD to view the video from the KCSO helicopters in real-time only. SPD does not record or save any video or images. .provided by this downlink.

### 5.0 Data storage, retention and deletion

#### 5.1 How will data be securely stored?

The Maple Leaf Downlink site allows SPD to view the video from the KCSO helicopters in real-time only. SPD does not record or save any video or images provided by this downlink. Recordings made by Guardian helicopters associated with SPD calls for service are requested as video evidence from the King County Sheriff's Office, including FLIR video is needed for evidentiary or investigative purposes related to the investigation of a crime or missing person. These recordings are provided by the KCSO as digital files consistent with. [SPD Policy 7.010](#) which governs the submission of evidence and requires that all collected evidence be documented in a GO Report. Per [SPD Policy 7.090 – Photographic Evidence](#), all video evidence not produced by SPD employees is submitted to the SPD Evidence Unit. The SPD Evidence Unit stores the video in SPD's Evidence Management System. SPD policy contains multiple provisions to avoid improperly collecting data. [SPD Policy 7.010](#) governs the submission of evidence and requires that all collected evidence be documented in a GO Report. Per [SPD Policy 7.090 – Photographic Evidence](#), all video evidence not produced by SPD employees is submitted to the SPD Evidence Unit.

## 5.2 How will the owner allow for departmental and other entities, to audit for compliance with legal deletion requirements?

SPD's Audit, Policy and Research Section (APRS) can conduct an audit of any system, including DEMS, at any time. In addition, the Office of Inspector General and the federal monitor can access all data and audit for compliance at any time.

## 5.3 What measures will be used to destroy improperly collected data?

SPD policy contains multiple provisions to avoid improperly collecting data. [SPD Policy 7.010](#) governs the submission of evidence and requires that all collected evidence be documented in a GO Report. [SPD Policy 7.090](#) specifically governs the collection and submission of photographic evidence. Evidence is submitted to the Evidence Unit and associated with a specific General Offense Number. .

Additionally, [SPD Policy 5.140](#) forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures.

All SPD employees must adhere to laws, City policy, and Department Policy ([SPD Policy 5.001](#)), and any employees suspected of being in violation of laws or policy or other misconduct are subject to discipline, as outlined in [SPD Policy 5.002](#).

Per the CJIS Security Policy:

"5.8.3 Digital Media Sanitization and Disposal The agency shall sanitize, that is, overwrite at least three times or degauss digital media prior to disposal or release for reuse by unauthorized individuals. Inoperable digital media shall be destroyed (cut up, shredded, etc.). The agency shall maintain written documentation of the steps taken to sanitize or destroy electronic media. Agencies shall ensure the sanitization or destruction is witnessed or carried out by authorized personnel.

5.8.4 Physical media shall be securely disposed of when no longer required, using formal procedures. Formal procedures for the secure disposal or destruction of physical media shall minimize the risk of sensitive information compromise by unauthorized individuals. Physical media shall be destroyed by shredding or incineration. Agencies shall ensure the disposal or destruction is witnessed or carried out by authorized personnel."

## 5.4 Which specific departmental unit or individual is responsible for ensuring compliance with data retention requirements?

Unit supervisors are responsible for ensuring compliance with data retention requirements within SPD. Audit, Policy & Research Section personnel can also conduct audits of all data collection software and systems. Additionally, any appropriate auditor, including the Office of Inspector General and the federal monitor can audit for compliance at any time.

## 6.0 Data Sharing and Accuracy

### 6.1 Which entity or entities inside and external to the City will be data sharing partners?

Video may be shared with outside entities in connection with criminal prosecutions:

- Seattle City Attorney's Office
- King County Prosecuting Attorney's Office
- King County Department of Public Defense
- Private Defense Attorneys
- Seattle Municipal Court
- King County Superior Court
- Similar entities where prosecution is in Federal or other State jurisdictions

Video may be made available to requesters pursuant to the Washington Public Records Act, [Chapter 42.56 RCW](#) ("PRA"). SPD will apply applicable exemptions to the data before disclosing to a requester. Individuals have the right to inspect criminal history record information maintained by the department ([RCW 10.97.030](#), [SPD Policy 12.050](#)). Individuals can access their own information by submitting a public disclosure request.

### 6.2 Why is data sharing necessary?

Sharing of video information may be necessary for prosecution or to comply with requests pursuant to public records requests.

### 6.3 Are there any restrictions on non-City data use?

Yes ☒ No ☐

#### 6.3.1 if you answered yes, provide a copy of the department's procedures and policies for ensuring compliance with these restrictions.

Law enforcement agencies receiving criminal history information are subject to the requirements of 28 CFR Part 20, regulating criminal justice information systems. In addition, Washington State law enforcement agencies are subject to the provisions of [WAC 446-20-260](#) (auditing and dissemination of criminal history record information systems), and [RCW Chapter 10.97](#) (Washington State Criminal Records Privacy Act).

Once disclosed in response to PRA request, there are no restrictions on non-City data use; however, applicable exemptions will be applied prior to disclosure to any requestor who is not authorized to receive exempt content.

**6.4 how does the project/technology review and approve information sharing agreements, memorandums of understanding, new uses of the information, new access to the system by organizations within City of Seattle and outside agencies?**

Research agreements must meet the standards reflected in [SPD Policy 12.055](#). Law enforcement agencies receiving criminal history information are subject to the requirements of [28 CFR Part 20](#) whose purpose it is “to assure that criminal history record information wherever it appears is collected, stored, and disseminated in a manner to ensure the accuracy, completeness, currency, integrity, and security of such information and to protect individual privacy”. In addition, Washington State law enforcement agencies are subject to the provisions of [WAC 446-20-260](#), and [RCW Chapter 10.97](#).

**6.5 Explain how the project/technology checks the accuracy of the information collected. If accuracy is not checked, please explain why.**

The video recorded by Guardian One and Guardian Two, including the video recorded by the FLIR camera system, is real-time video recorded during the helicopter’s response to a law enforcement or search and rescue event.

**6.6 describe any procedures that allow individuals to access their information and correct inaccurate or erroneous information.**

Individuals may request records pursuant to the PRA, and individuals have the right to inspect criminal history record information maintained by the department ([RCW 10.97.030](#), [SPD Policy 12.050](#)). Individuals can access their own information by submitting a public disclosure request.

## **7.0 Legal obligations, risks and compliance**

**7.1 What specific legal authorities and/or agreements permit and define the collection of information by the project/technology?**

[RCW 9.73.090](#) allows sound and video images to be recorded by cameras mounted in law enforcement vehicles.

**7.2 Describe what privacy training is provided to users either generally or specifically relevant to the project/technology.**

[SPD Policy 12.050](#) mandates that all employees receive Security Awareness Training (Level 2), and all employees also receive City Privacy Training. All SPD employees must adhere to laws, City policy, and Department Policy ([SPD Policy 5.001](#)), many of which contain specific privacy requirements. Any employees suspected of being in violation of laws or policy or other misconduct are subject to discipline, as outlined in [SPD Policy 5.002](#).

**7.3 Given the specific data elements collected, describe the privacy risks identified and for each risk, explain how it was mitigated. Specific risks may be inherent in the sources or methods of collection, or the quality or quantity of information included.**

The nature of the Department's mission will inevitably lead it to collect and maintain information many may believe to be private and potentially embarrassing. Inherent in video obtained from an aerial platform such as Guardian One and Guardian Two with FLIR camera systems is the risk that private information may be obtained about members of the public. Minimizing privacy risks revolve around disclosure of personally identifiable information by such acts as redacting released video and information and by keeping detailed records of all information released. Images and video obtained by SPD from the KCSO's Air Unit are considered evidence and the same precautions used to protect other case evidence applies.

[SMC 14.12](#) and [SPD Policy 6.060](#) direct all SPD personnel that "any documentation of information concerning a person's sexual preferences or practices, or their political or religious activities must be for a relevant reason and serve a legitimate law enforcement purpose." Additionally, officers must take care "when photographing demonstrations or other lawful political activities. If demonstrators are not acting unlawfully, police can't photograph them."

Further, [SPD Policy 5.140](#) forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures.

**7.4 Is there any aspect of the project/technology that might cause concern by giving the appearance to the public of privacy intrusion or misuse of personal information?**

Inherent in video obtained from an aerial platform such as Guardian One and Guardian Two with FLIR camera systems is the risk that private information may be obtained about members of the public. The FLIR camera system can pose additional concern to the public about potential for privacy intrusion based on the misconception that the camera can record people and objects inside homes and other structures. As seen in the provided screen captures of FLIR recordings above, heat from homes and other structures can be seen in the image but the FLIR camera on the Guardian helicopters can not see through obstructions like walls and roofs.

## **8.0 Monitoring and enforcement**

**8.1 Describe how the project/technology maintains a record of any disclosures outside of the department.**

Per [SPD Policy 12.080](#), the Crime Records Unit is responsible to receive and record all requests “for General Offense Reports from other City departments and from other law enforcement agencies, as well as from insurance companies.” Any subpoenas and requests for public disclosure are logged by SPD’s Legal Unit. Any action taken, and data released subsequently in response to subpoenas is then tracked through a log maintained by the Legal Unit. Public disclosure requests are tracked through the City’s GovQA Public Records Response System, and responses to Public Disclosure Requests, including responsive records provided to a requestor, are retained by SPD for two years after the request is completed

**8.2 What auditing measures are in place to safeguard the information, and policies that pertain to them, as well as who has access to the audit data? Explain whether the project/technology conducts self-audits, third party audits or reviews.**

SPD’s Audit, Policy and Research Section is authorized to conduct audits of all investigative data collection software and systems, including DEMS. In addition, the Office of Inspector General and the federal monitor can conduct audits of the software, and its use, at any time. Audit data is available to the public via Public Records Request.

## Financial Information

### Purpose

This section provides a description of the fiscal impact of the surveillance technology, as required by the surveillance ordinance.

### 1.0 Fiscal Impact

Provide a description of the fiscal impact of the project/technology by answering the questions below.

#### 1.1 Current or potential sources of funding: initial acquisition costs.

Current ☐ potential ☐

Date of initial acquisition	Date of go live	Direct initial acquisition cost	Professional services for acquisition	Other acquisition costs	Initial acquisition funding source
NA					

Notes:

The Air Support Unit operates throughout King County and is available to assist the Seattle Police Department at no charge through the Puget Sound Regional Aviation Project, a consortium made up of members from sheriff's offices in King, Snohomish, Pierce and Kitsap counties as well as Seattle Police and Fire departments, Pierce County Fire Districts, Washington State Patrol, the Pierce County Department of Emergency Management, state Department of Ecology, Coast Guard, Navy, and the National Park Service.

## 1.2 Current or potential sources of funding: on-going operating costs, including maintenance, licensing, personnel, legal/compliance use auditing, data retention and security costs.

Current ☐ potential ☐

Annual maintenance and licensing	Legal/compliance, audit, data retention and other security costs	Department overhead	IT overhead	Annual funding source

Notes:

N/A

## 1.3 Cost savings potential through use of the technology

Helicopter air support units can potentially cost \$200,000 per year, per the Snohomish County Sheriff's Office Air Support Unit Budget. SPD's agreement allowing cost-free support from the King County Sheriff's Office Air Support Unit negates the need for SPD to host its own air unit.

## 1.4 Current or potential sources of funding including subsidies or free products offered by vendors or governmental entities

SPD's participation in the Puget Sound Regional Aviation Project consortium allows cost-free support from the King County Sheriff's Office Air Support Unit.

# Expertise and References

## Purpose

The following information is provided to ensure that Council has a group of experts to reference while reviewing the completed surveillance impact report ("SIR"). Any individuals or agencies referenced must be made aware ahead of publication that their information has been included. All materials must be available for Council to access or review, without requiring additional purchase or contract.

## 1.0 Other Government References

**1.1 Please list any other government bodies that have implemented this technology and can speak to the implementation of this technology.**

Agency, municipality, etc.	Primary contact	Description of current use
Auburn, WA Police Dept		
Bellevue, WA Police Dept		
Kent, WA Police Dept		

**2.0 Academics, Consultants, and Other Experts**

**2.1 Please list any experts in the technology under consideration, or in the technical completion of the service or function the technology is responsible for.**

Agency, municipality, etc.	Primary contact	Description of current use

**3.0 White Papers or Other Documents**

**3.1 Please list any authoritative publication, report or guide that is relevant to the use of this technology or this type of technology.**

Title	Publication	Link
"Today's Thermal Imaging Systems: Background and Applications for Civilian Law Enforcement and Military Force Protection."	<i>Proceedings IEEE 31st Annual 1997 International Carnahan Conference on Security Technology (1997)</i>	<a href="https://ieeexplore-ieee-org.offcampus.lib.washington.edu/document/626270">https://ieeexplore-ieee-org.offcampus.lib.washington.edu/document/626270</a>

# Racial Equity Toolkit (“RET”) and Engagement for Public Comment Worksheet

## Purpose

Departments submitting a SIR are required to complete an adapted version of the Racial Equity Toolkit (“RET”) in order to:

- Provide a framework for the mindful completion of the SIR in a way that is sensitive to the historic exclusion of vulnerable and historically underrepresented communities. Particularly, to inform the public engagement efforts departments will complete as part of the surveillance impact report.
- Highlight and mitigate any impacts on racial equity from the adoption and the use of the technology.
- Highlight and mitigate any disparate impacts on individuals or vulnerable communities.
- Fulfill the public engagement requirements of the surveillance impact report.

## Adaption of the RET for Surveillance Impact Reports

The RET was adapted for the specific use by the Seattle Information Technology Departments’ (“Seattle IT”) privacy team, the Office of Civil Rights (“OCR”), and change team members from Seattle IT, Seattle City Light, Seattle Fire Department, Seattle Police Department, and Seattle Department of Transportation.

## Racial Equity Toolkit Overview

**The vision of the Seattle Race and Social Justice Initiative is to eliminate racial inequity in the community.** To do this requires ending individual racism, institutional racism and structural racism. The racial equity toolkit lays out a process and a set of questions to guide the development, implementation and evaluation of policies, initiatives, programs, and budget issues to address the impacts on racial equity.

### 1.0 Set Outcomes

**1.1. Seattle City Council has defined the following inclusion criteria in the surveillance ordinance, and they serve as important touchstones for the risks departments are being asked to resolve and/or mitigate. Which of the following inclusion criteria apply to this technology?**

- ☐ The technology disparately impacts disadvantaged groups.
- ☐ There is a high likelihood that personally identifiable information will be shared with non-City entities that will use the data for a purpose other than providing the City with a contractually agreed-upon service.
- ☐ The technology collects data that is personally identifiable even if obscured, de-identified, or anonymized after collection.

☒ The technology raises reasonable concerns about impacts to civil liberty, freedom of speech or association, racial equity, or social justice.

## 1.2 What are the potential impacts on civil liberties through the implementation of this technology? How is the department mitigating these risks?

Inherent in video obtained from an aerial platform such as Guardian One and Guardian Two with FLIR camera systems is the risk that private information may be obtained about 3rd parties. While the FLIR camera system can detect and record heat sources inside some structures, it is not able to peer inside homes or other buildings. Though the high definition color cameras mounted on the KCSO helicopters is able to discern individual characteristics, the FLIR camera system video does not capture even the most generic of identifiable individual characteristics such as race, age, or gender. The below image is an example of how individuals are seen by the FLIR system and the color cameras.

This FLIR image shows 5 officers and one police K9 approaching a suspect who is crouched down under a tree. The light color of the officers does not show skin tone but rather the amount of heat they are giving off.



## 1.3 What are the risks for racial or ethnicity-based bias through each use or deployment of this technology? How is the department mitigating these risks?

The mission of the Seattle Police Department is to prevent crime, enforce the law, and support quality public safety by delivering respectful, professional and dependable police services. A potential civil liberties concern is that the SPD would over-surveil vulnerable or historically targeted communities, deploying Guardian One to diverse neighborhoods more often than to other areas of the City. [SPD Policy 5.140](#) forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures. Determining events in which aerial support would be beneficial is based on the particular event situation and the availability of the King County Air Support Unit.

#### 1.4 Where in the City is the technology used or deployed?

☒ all Seattle neighborhoods

- |                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/> Ballard    | <input type="checkbox"/> Southeast                     |
| <input type="checkbox"/> North      | <input type="checkbox"/> Delridge                      |
| <input type="checkbox"/> Northeast  | <input type="checkbox"/> Greater Duwamish              |
| <input type="checkbox"/> Central    | <input type="checkbox"/> East district                 |
| <input type="checkbox"/> Lake union | <input type="checkbox"/> King county (outside Seattle) |
| <input type="checkbox"/> Southwest  | <input type="checkbox"/> Outside King County.          |

If possible, please include any maps or visualizations of historical deployments / use.

N/A

##### 1.4.1 What are the racial demographics of those living in this area or impacted by these issues?

City of Seattle demographics: White - 69.5%; Black or African American - 7.9%; Amer. Indian & Alaska Native - 0.8%; Asian - 13.8%; Native Hawaiian & Pacific Islander - 0.4%; Other race - 2.4%; Two or more races - 5.1%; Hispanic or Latino ethnicity (of any race): 6.6%; Persons of color: 33.7%.

King County demographics: White – 70.1%; Black or African American – 6.7%; American Indian & Alaskan Native – 1.1%; Asian, Native Hawaiian, Pacific Islander – 17.2%; Hispanic or Latino (of any race) – 9.4%

##### 1.4.2 How are decisions made where the technology is used or deployed? How does the Department work to ensure diverse neighborhoods are not specifically targeted?

Determining events in which aerial support would be beneficial is based on the particular event situation and the availability of the King County Air Support Unit. [SPD Policy 16.060 - King County Sheriff's Office Air Support Unit](#) defines SPD's policy on the use of this technology.

**1.5 How do decisions around data sharing have the potential for disparate impact on historically targeted communities? What is the department doing to mitigate those risks?**

The Aspen Institute on Community Change defines structural racism as "...public policies, institutional practices, cultural representations and other norms [which] work in various, often reinforcing ways to perpetuate racial group inequity." Data sharing has the potential to be a contributing factor to structural racism and thus creating a disparate impact on historically targeted communities. In an effort to mitigate this possibility, SPD has established policies regarding the dissemination of data in connection with criminal prosecutions, Washington Public Records Act ([Chapter 42.56 RCW](#)), and other authorized researchers.

Further, [SPD Policy 5.140](#) forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures.

Information collected by Guardian One and Guardian Two cameras, including the FLIR camera system, is shared only with outside entities in connection with criminal prosecutions or in compliance with public records requests pursuant to the Washington Public Records Act, [Chapter 42.56 RCW](#) ("PRA"). SPD will apply applicable exemptions to the data before disclosing to a requester.

**1.6 How do decisions around data storage and retention have the potential for disparate impact on historically targeted communities? What is the department doing to mitigate those risks?**

Like decisions around data sharing, data storage and retention have similar potential for disparate impact on historically targeted communities. [SPD Policy 5.140](#) forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures.

**1.7 What are potential unintended consequences (both negative and positive potential impact)? What proactive steps can you can / have you taken to ensure these consequences do not occur.**

The most important unintended possible consequence related to the continued utilization of the King County Sheriff's Office Air Support Unit helicopters and FLIR camera system by SPD is the out of policy misuse of the technology to improperly surveil the public. SPD policies, including [SPD Policy 16.060 - King County Sheriff's Office Air Support Unit](#) outlines the way in which SPD may utilize air support for patrol and specialized missions. [SPD Policy 6.060 - Collection of Information for Law Enforcement Purposes](#) also defines the way information will be gathered by SPD and states, "information will be gathered and recorded in a manner that does not unreasonably infringe upon: individual rights, liberties, and freedoms guaranteed

by the Constitution of the United States and the State of Washington, including freedom of speech, press, association, and assembly; liberty of conscience; the exercise of religion...”

## 2.0 Public Outreach

### 2.1 Scheduled public meeting(s).

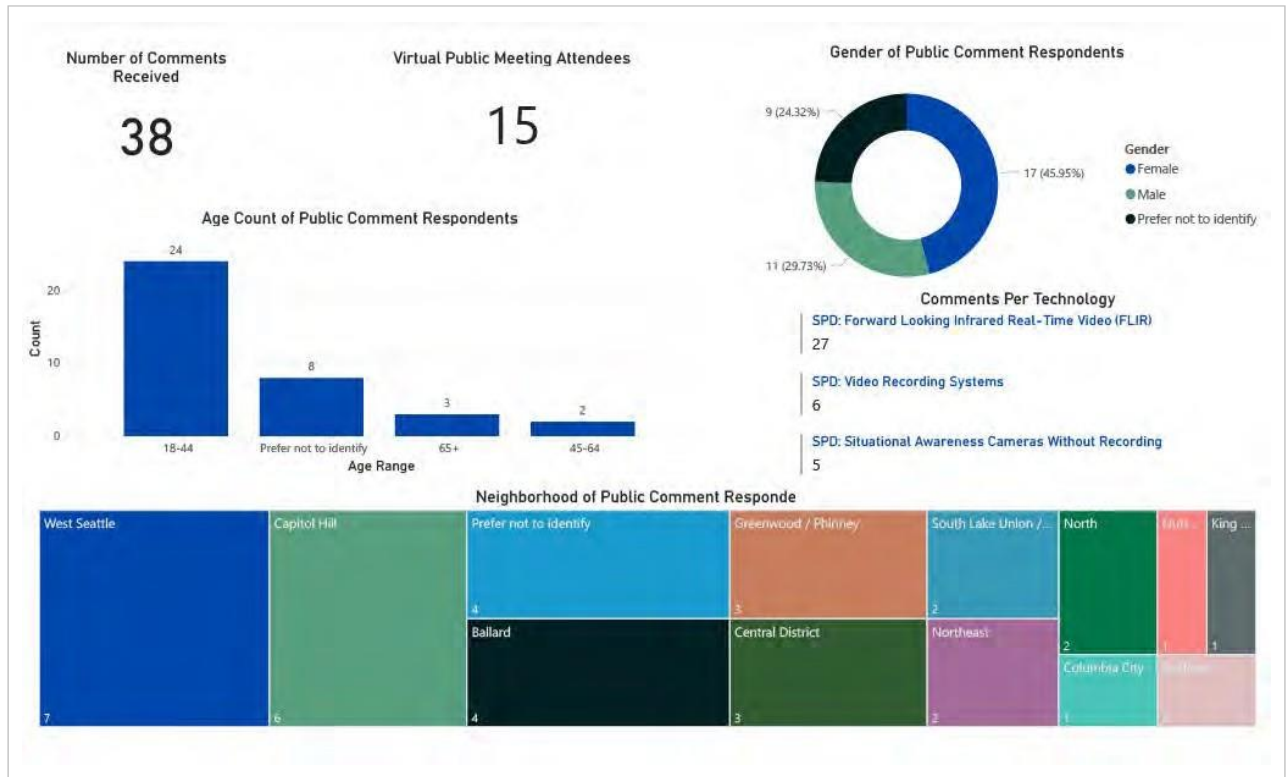
Meeting notes, sign-in sheets, all comments received, and questions from the public will be included in Appendix A-C. Comment analysis will be summarized in section 3.0 Public Comment Analysis.

#### Meeting 1

<b>Location</b>	Webex Online Event
<b>Date</b>	October 28 <sup>th</sup> , 2020
<b>Time</b>	12 pm – 1 pm

## 3.0 Public Comment Analysis

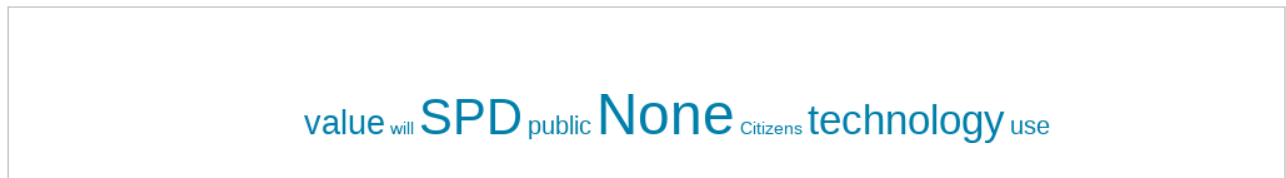
### 3.1 Demographics of the public who submitted comments.



### 3.2 What concerns, if any, do you have about the use of this technology?



### 3.3 What value, if any, do you see in the use of this technology?



### 3.4 What do you want City leadership to consider about the use of this technology?

use technology SPD manual doesn't S equipment will surveillance  
technology want SPD City leadership consider use  
ASU data KCSO ASU public City leadership city manual doesn't police

### 3.5 Do you have any other comments?

Provide Subject Matter Expert meeting use technology days technologies use public t  
technologies public engagement  
public engagement meetings Hold  
Group comment period closes time City public comment  
provide answers questions least week public comment period SPD

## 4.0 Response to Public Comments

### 4.1 How will you address the concerns that have been identified by the public?

The OIG has audit responsibilities for determining legality of the system and deployment.

## 5.0 Equity Annual Reporting

**5.1 What metrics for this technology be reported to the CTO for the annual equity assessments? Departments will be responsible for sharing their own evaluations with department leadership, change team leads, and community leaders identified in the public outreach plan.**

Respond here.

## Privacy and Civil Liberties Assessment

### Purpose

This section shall be completed after public engagement has concluded and the department has completed the racial equity toolkit section above. The privacy and civil liberties assessment is completed by the community surveillance working group (“working group”), per the surveillance ordinance which states that the working group shall:

“Provide to the executive and the City Council a privacy and civil liberties impact assessment for each SIR that must be included with any departmental request for surveillance technology acquisition or in-use approval. The impact assessment shall include a description of the potential impact of the surveillance technology on civil rights and liberties and potential disparate impacts on communities of color and other marginalized communities. The CTO shall share with the working group a copy of the SIR that shall also be posted during the period of public engagement. At the conclusion of the public engagement period, the CTO shall share the final proposed SIR with the working group at least six weeks prior to submittal of the SIR to Council for approval. The working group shall provide its impact assessment in writing to the executive and the City Council for inclusion in the SIR within six weeks of receiving the final proposed SIR. If the working group does not provide the impact assessment before such time, the working group must ask for a two-week extension of time to City Council in writing. If the working group fails to submit an impact statement within eight weeks of receiving the SIR, the department and City Council may proceed with ordinance approval without the impact statement.”

### Working Group Privacy and Civil Liberties Assessment

From: Seattle Community Surveillance Working Group (CSWG)

To: Seattle City Council

Date: Dec 15, 2020

Re: Privacy and Civil Liberties Impact Assessment for Forward Looking Infrared – King County Sheriff’s Office Helicopters

### Executive Summary

The CSWG has completed its review of the Surveillance Impact Reports (SIRs) for the three surveillance technologies included in Group 3 of the Seattle Surveillance Ordinance technology review process. These technologies are Forward Looking Infrared, Video Recording Systems, and Situational Awareness Cameras Without Recording. This document is the CSWG’s Privacy and Civil Liberties Impact Assessment for Forward Looking Infrared (FLIR) technology used with King County Sheriff’s Office (KCSO) helicopters as set forth in SMC 14.18.080(B)(1), which we provide for inclusion in the final SIRs submitted to the City Councils.

This document first provides our recommendations to Council, then provides background information, key concerns, and outstanding questions regarding FLIR technology as used with KCSO helicopters.

Our assessment of FLIR technology and KCSO Helicopters as used by Seattle Police Department (SPD) focuses on three major issues:

1. Additional policy language is necessary to define valid purposes of use.
2. There are inadequate policies regarding data collection and unclear policies regarding data storage and protection.
3. There are inadequate policies and processes to ensure that communities of color and other historically over-policed communities are not targeted.

## Recommendations

The Council should adopt clear and enforceable rules that ensure, at the minimum, the following:

1. The purpose and allowable uses of FLIR technology and KCSO's helicopters must be clearly defined, and any SPD use of KCSO's helicopters and FLIR technology and data collected with these technologies must be restricted to that specific purpose and those allowable uses.
2. SPD must be prohibited from using FLIR technology and KCSO's helicopters to disproportionately surveil communities of color and other historically over-policed communities, and must adopt policies and processes to ensure it is not targeting such communities.
3. SPD must be required to redact or delete information collected that may compromise the privacy of individuals not related to a specific investigation of search that is restricted by the purpose of use.
4. SPD must be required to produce a publicly available annual report detailing its use of FLIR technology and KCSO helicopters. This report must include at a minimum, details on how SPD used the data collected, the amount and types of data collected, for how long data were retained and in what form, where the data are stored, and the neighborhoods over which KCSO helicopters and/or FLIR technology were deployed.

## Key Concerns

1. **There are inadequate policies defining purpose of use.** The policies cited in the SIR do not impose meaningful restrictions on the purpose for which SPD may request that KCSO helicopters and FLIR technology be used. Policy 16.060 – King County Sheriff's Office Air Support Unit<sup>3</sup> simply states that "Guardian One offers air support for patrol and specialized missions" and that "Guardian Two offers air support for special operations such as search and rescue (SAR) and tactical missions." This policy only describes the process by which SPD may request support from KCSO's air support unit but does not state the specific purposes for which SPD may or may not do so. Section 4.9 of the SIR<sup>4</sup> states that SPD may request video from KCSO's Air Unit "[w]hen necessary and pertinent to a

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<sup>3</sup> <http://www.seattle.gov/police-manual/title-16---patrol-operations/16060---king-county-sheriffs-office-air-support-unit>

<sup>4</sup> [http://www.seattle.gov/Documents/Departments/Tech/Privacy/FLIR%20-%20KCSO%20Helicopters%20Public\\_Engagement%20SIR.pdf](http://www.seattle.gov/Documents/Departments/Tech/Privacy/FLIR%20-%20KCSO%20Helicopters%20Public_Engagement%20SIR.pdf) - page 12

specific investigation” but does not specify the types of investigations for which SPD may request data from KCSO or how it is determined if such data is necessary and pertinent.

2. **There are inadequate policies restricting data collection.** The policies cited in the SIR do not place any restrictions on the amount or types of data SPD may request from KCSO.
3. **It is unclear if and how SPD protects the privacy of individuals unrelated to an investigation.** The SIR does not include any policies regarding how it redacts or deletes information. At the October 28 public engagement meeting, SPD officers did not provide an answer to the question of whether and how it redacts or deletes information collected that may compromise the privacy of individuals unrelated to an investigation.
4. **It is unclear how data collected are stored and protected.** SPD stated at the October 28 public engagement meeting that it is unaware of how long KCSO retains still images and recordings obtained when assisting SPD. While SPD officers stated that SPD stores video requested from KCSO in its Digital Evidence Management System (DEMS)—not Evidence.com, this is not made clear within the SIR. Additionally, SPD officers did not answer whether SPD’s DEMS is on on-premise or Software-as-a-Service (SaaS) deployment.
5. **The SIR does not provide the dates and neighborhoods over which KCSO helicopters and FLIR technology have been deployed.** Though the SIR states that there have been 45 deployments of Guardian One to support SPD in 2018, the SIR does not include an analysis of the locations of those deployments.<sup>5</sup> Additionally, SPD declined to state the neighborhoods over which the helicopters had been deployed during the October 28 public engagement meeting. It is important that SPD include this information in the Racial Equity Toolkit section of the final SIR in order to address the following questions in Section 1.4.2: “How are decisions made where the technology is used or deployed? How does the Department work to ensure diverse neighborhoods are not specifically targeted?”<sup>6</sup>

## Outstanding Questions

- What are the registration and/or tail numbers for each helicopter?
- In 2019 and 2020, did the KCSO Air Support Unit have any additional helicopters aside from the three listed in the SIR?
- How long does KCSO retain still images and recordings attained when assisting SPD?
- Is SPD’s Digital Evidence Management System (DEMS) an on-premise deployment or is it Software-as-a-Service?
- Has SPD ever requested KCSO ASU services or obtained data from KCSO’s helicopters and/or FLIR technology to surveil protesters?
- What are the neighborhoods over which KCSO’s helicopters have been deployed?

The answers to these questions can further inform the content of any binding policy the Council chooses to include in an ordinance on this technology, as recommended above.

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<sup>5</sup> [http://www.seattle.gov/Documents/Departments/Tech/Privacy/FLIR%20-%20KCSO%20Helicopters%20Public\\_Engagement%20SIR.pdf](http://www.seattle.gov/Documents/Departments/Tech/Privacy/FLIR%20-%20KCSO%20Helicopters%20Public_Engagement%20SIR.pdf) - page 9

<sup>6</sup> [http://www.seattle.gov/Documents/Departments/Tech/Privacy/FLIR%20-%20KCSO%20Helicopters%20Public\\_Engagement%20SIR.pdf](http://www.seattle.gov/Documents/Departments/Tech/Privacy/FLIR%20-%20KCSO%20Helicopters%20Public_Engagement%20SIR.pdf) - page 23

## CTO Response

### Memo

**To:** Seattle City Council  
**From:** Saad Bashir  
**Subject:** CTO Response to the Surveillance Working Group Forward Looking Infrared Real-Time Video (FLIR) SIR Review

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### Purpose

As provided in the Surveillance Ordinance, [SMC 14.18.080](#), this memo outlines the Chief Technology Officer's (CTO's) response to the Surveillance Working Group assessment on the Surveillance Impact Report for Seattle Police Department's Forward Looking Infrared Real-Time Video (FLIR).

### Background

The Information Technology Department (ITD) is dedicated to the Privacy Principles and Surveillance Ordinance objectives to provide oversight and transparency about the use and acquisition of specialized technologies with potential privacy and civil liberties impacts. All City departments have a shared mission to protect lives and property while balancing technology use and data collection with negative impacts to individuals. This requires ensuring the appropriate use of privacy invasive technologies through technology limitations, policy, training and departmental oversight.

The CTO's role in the SIR process has been to ensure that all City departments are compliant with the Surveillance Ordinance requirements. As part of the review work for surveillance technologies, ITD's Privacy Office has facilitated the creation of the Surveillance Impact Report documentation, including collecting comments and suggestions from the Working Group and members of the public about these technologies. IT and City departments have also worked collaboratively with the Working Group to answer additional questions that came up during their review process. We believe that policy, training and technology limitations enacted by SPD and Council oversight through the surveillance technology review process provide adequate mitigation for the potential privacy and civil liberties concerns raised by the Working Group about the use of this important operational technology.

### Technology Purpose

The King County Sheriff's Office (KCSO) Air Support Unit is the only full-time rotary-wing law enforcement aviation unit in Washington State. Three separate helicopters, one Bell 206B3 helicopter, one UH-1H "Huey," and one Bell 407, operate as Guardian One and Guardian Two. The Air Support Unit operates throughout King County and is available to assist the Seattle Police Department at no charge through the Puget Sound Regional Aviation Project, a consortium made up of members from sheriff's offices in King, Snohomish, Pierce and Kitsap counties as well as Seattle Police and Fire departments, Pierce County Fire Districts, Washington State Patrol, the Department of Emergency Management in Pierce County, the Washington State Department of Ecology, Coast Guard, Navy, and the National Park Service. Guardian One offers air support for patrol and specialized police missions. Guardian Two offers support predominately for search and rescue. These helicopters are equipped with color and forward

looking infrared (FLIR) cameras and 30 million-candle power spotlights that enable the location of suspects or disaster victims in darkness or environmental cover.

## **Working Group Concerns**

In their review, the Working Group has raised concerns about these devices being used in a privacy impacting way. Their review focused on concerns about use specification and restriction, data collection, storage and protection, and potential privacy impacts.

## **Recommended Next Steps**

I look forward to working together with Council and City departments to ensure continued transparency about the use of these technologies and finding a mutually agreeable means to use technology to improve City services while protecting the privacy and civil rights of the residents we serve. Specific concerns in the Working Group comments about cameras are addressed in the attached document.

## Response to Specific Concerns: Forward Looking Infrared Real-Time Video (FLIR)

### Concern: Policies defining valid purpose of use

**CTO Assessment:** [SPD Policy 16.060 -King County Sheriff's Office Air Support Unit](#) governs and outlines the use cases and approval process for officers to request air support at the discretion of the King County Sheriff's Office. It is our assessment that while SPD cannot change the King County Sheriff's office use policies, SPD has outlined their own policies about use of the images and video obtained from the Air Support Unit operation of the aircraft. The associated SIR responses are clear and provide adequate transparency and policy guidance about technology use. Details are provided below:

#### **SIR Response:**

Section 2.4 Describe how the project or use of technology relates to the department's mission.

The mission of the Seattle Police Department is to prevent crime, enforce the law, and support quality public safety by delivering respectful, professional, and dependable police services. King County Sheriff's Air Support Unit supports this mission by providing air support for patrol, specialized police missions, and search and rescue operations when aerial operations would benefit the SPD resources on the ground.

Section 3.1 Describe the processes that are required prior to each use, or access to/ of the project / technology, such as a notification, or check-in, check-out of equipment.

Per SPD Policy 16.060 -King County Sheriff's Office Air Support Unit, when Guardian One is operational, the unit monitors SPD radio and advises SPD Communications when they are available to assist during active calls for service. SPD officers may also request air support assistance directly to Guardian One or through SPD Communications. "If Guardian One is off-duty, but their assistance is required for a police operation, a sergeant will screen the request and coordinate with Communications." If they respond to an SPD call, Guardian One and Guardian Two are documented as responding resources in the CAD event by SPD Communications.

Section 3.2 List the legal standards or conditions, if any, that must be met before the project / technology is used.

While no legal standards must be met prior to use of the technology, there are conditions and policy governing standard operating procedure for SPD. The King County Sheriff's Office Air Support Unit monitors SPD radio frequencies and offers assistance to SPD based on availability and appropriateness of response. SPD Policy 16.060 -King County Sheriff's Office Air Support Unit states that patrol officers may request support from the Air Support Unit during an incident where it is determined air support would be beneficial, such as when there is a safety concern. When the Air Support Unit is off duty the request must be screened by sergeant or higher ranked personnel. During 2018, Guardian One responded 45 times to SPD events. Guardian Two did not responded to any SPD calls during 2018.

### **Concern: Inadequate policies restricting data collection**

**CTO Assessment:** Information or video provided by the KCSO Air Support Unit comes after a request from SPD regarding a specific event or timestamp that may be necessary for an investigation. Once any relevant footage is provided, the video is treated as evidence in an investigation and is subject to SPD's policy on video evidence storage, including SPD Policy 7.090 and Policy 7.010. It is our assessment that SPD has adequate controls and policies in place to limit use and collection of data to appropriate emergency situations and access by authorized individuals. Details regarding this are provided in the SIR responses referenced below:

#### **SIR Response:**

##### Section 4.2 What measures are in place to minimize inadvertent or improper collection of data?

The KCSO Helicopters and onboard FLIR technology respond only to SPD emergency events in which air support is beneficial. SPD only receives and accesses information from the KCSO helicopters that is relevant to the incidents to which Guardian One or Guardian Two have responded. The video is requested as evidence from King County and stored using existing video evidence storage policies including SPD Policy 7.090 –Photographic Evidence.

##### Section 4.7 How will data that is collected be accessed and by whom?

The only information relayed to SPD during the Unit operation is radio transmission from the Air Support Unit. Though the KCSO helicopters have a real-time microwave video downlink capable of transmitting video of ongoing events to units on the ground, SPD does not utilize this function. Recordings made by Guardian helicopters associated with SPD calls for service are regularly requested as video evidence from the King County Sheriff's Office, including FLIR video is needed for evidentiary or investigative purposes. These recordings are provided by the KCSO on high quality evidence-grade DVD. SPD Policy 7.010 governs the submission of evidence and requires that all collected evidence be documented in a GO Report. Per SPD Policy 7.090 –Photographic Evidence, all video evidence not produced by SPD employees is submitted to the SPD Evidence Unit. The SPD Evidence Unit stores the video in the Digital Evidence Management System (DEMS). The King County Sheriff's Office Air Support Unit does record audio and video of their operations and occasionally does release these recordings to the public, including video posted on their YouTube channel.

### **Concern: Unclear how data collected is stored and protected**

**CTO Assessment:** Once the relevant data has been acquired from KCSO, the information is treated according to SPD Policy 7.010 on documenting and storing collected evidence in relation to an investigation. Additionally, SPD Policy 7.090 governs photographic evidence and its submission into the CJIS certified Digital Evidence Management System. It is our assessment that SPD has appropriate policy in place, follows appropriate data storage security measure, and have clearly stated data sharing partners and practices. Details are provided in the SIR responses listed below:

#### **SIR Response:**

### Section 5.1 How will data be securely stored?

Recordings made by Guardian helicopters associated with SPD calls for service are requested as video evidence from the King County Sheriff's Office, including FLIR video is needed for evidentiary or investigative purposes related to the investigation of a crime or missing person. These recordings are provided by the KCSO on high quality evidence-grade DVD. SPD Policy 7.010 governs the submission of evidence and requires that all collected evidence be documented in a GO Report. Per SPD Policy 7.090 –Photographic Evidence, all video evidence not produced by SPD employees is submitted to the SPD Evidence Unit. The SPD Evidence Unit stores the video in the Digital Evidence Management System (DEMS). SPD policy contains multiple provisions to avoid improperly collecting data. SPD Policy 7.010 governs the submission of evidence and requires that all collected evidence be documented in a GO Report. Per SPD Policy 7.090 –Photographic Evidence, all video evidence not produced by SPD employees is submitted to the SPD Evidence Unit. The SPD Evidence Unit stores the video in the CJIS certified Digital Evidence Management System (DEMS).

### Section 6.1 Which entity or entities inside and external to the City will be data sharing partners?

No person, outside of SPD has direct access to the video information provided to SPD by the King County Air Unit once it has been received by SPD. Video may be shared with outside entities in connection with criminal prosecutions:

- Seattle City Attorney's Office
- King County Prosecuting Attorney's Office
- King County Department of Public Defense
- Private Defense Attorneys
- Seattle Municipal Court
- King County Superior Court
- Similar entities where prosecution is in Federal or other State jurisdictions

Video may be made available to requesters pursuant to the Washington Public Records Act, Chapter 42.56 RCW("PRA"). SPD will apply applicable exemptions to the data before disclosing to a requester. Individuals have the right to inspect criminal history record information maintained by the department (RCW 10.97.030, SPD Policy 12.050). Individuals can access their own information by submitting a public disclosure request.

### **Concern: Unclear how SPD protects privacy of individuals unrelated to an investigation**

**CTO Assessment:** SPD only retrieves video or evidence from the KCSO helicopters that is related to an ongoing investigation. Once the relevant data has been acquired from KCSO, the information is treated according to SPD Policy 7.010 on documenting and storing collected evidence in relation to an investigation. Additionally, SPD Policy 7.090 governs photographic evidence and its submission into the CJIS certified Digital Evidence Management System.

### **SIR Response:**

### Section 4.2 What measures are in place to minimize inadvertent or improper collection of data?

The KCSO Helicopters and onboard FLIR technology respond only to SPD emergency events in which air support is beneficial. SPD only receives and accesses information from the KCSO helicopters that is relevant to the incidents to which Guardian One or Guardian Two have responded. The video is requested as evidence from King County and stored using existing video evidence storage policies including SPD Policy 7.090 –Photographic Evidence.

### Section 5.3 What measures will be used to destroy improperly collected data?

SPD policy contains multiple provisions to avoid improperly collecting data. SPD Policy 7.010 governs the submission of evidence and requires that all collected evidence be documented in a GO Report. SPD Policy 7.090 specifically governs the collection and submission of photographic evidence. Evidence is submitted to the Evidence Unit and associated with a specific GO Number and investigation.

Additionally, SPD Policy 5.140 forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures.

All SPD employees must adhere to laws, City policy, and Department Policy (SPD Policy 5.001), and any employees suspected of being in violation of laws or policy or other misconduct are subject to discipline, as outlined in SPD Policy 5.002.

Per the CJIS Security Policy:

“5.8.3 Digital Media Sanitization and Disposal The agency shall sanitize, that is, overwrite at least three times or degauss digital media prior to disposal or release for reuse by unauthorized individuals. Inoperable digital media shall be destroyed (cut up, shredded, etc.). The agency shall maintain written documentation of the steps taken to sanitize or destroy electronic media. Agencies shall ensure the sanitization or destruction is witnessed or carried out by authorized personnel.

5.8.4 Disposal of Physical Media Physical media shall be securely disposed of when no longer required, using formal procedures. Formal procedures for the secure disposal or destruction of physical media shall minimize the risk of sensitive information compromise by unauthorized individuals. Physical media shall be destroyed by shredding or incineration. Agencies shall ensure the disposal or destruction is witnessed or carried out by authorized personnel.”

## Concern: No dates or locations of deployments of technology

**CTO Assessment:** The SIR identifies the number and most common deployment types of the KCSO helicopters and the table below outlines additional data available for Guardian One dispatches in 2018. [SPD Policy 16.060 -King County Sheriff's Office Air Support Unit](#) governs and outlines the use cases and approval process for officers to request air support at the discretion of the King County Sheriff's Office. It is our assessment that while SPD cannot change the King County Sheriff's office use policies, SPD has outlined their own policies about use of the images and video obtained from the Air Support Unit operation of the aircraft.

Guardian One Dispatches by Month and Precinct

	2018										
	January	February	March	April	June	July	August	Septem..	October	Novem..	Decemb..
EAST		1								1	
NORTH	2	3		2		1				2	
SOUTH	3	3	2	4	1	4	1	2			
SOUTHWEST	1			1		1	1		1		3
WEST	1			1		1	1				
OUTSIDE SEATTLE				1							

### SIR Response:

Section 4.3 How and when will the project / technology be deployed or used? By whom? Who will determine when the project / technology is deployed and used?

Per [SPD Policy 16.060 - King County Sheriff's Office Air Support Unit](#), when Guardian One is operational, the unit monitors SPD radio and advises SPD Communications when they are available to assist during active calls for service. SPD officers may also request air support assistance directly to Guardian One or through SPD Communications. The SPD policy states, "If Guardian One is off-duty, but their assistance is required for a police operation, a sergeant will screen the request and coordinate with Communications." If they respond to an SPD call, Guardian One and Guardian Two are documented as responding resources in the CAD event by SPD Communications.

The most common type of event in which Guardian One participated with SPD in 2018 was Robbery (8 events), followed by Automotive- including theft and recovery (7 events), Assault (6 events), and Burglary (6 events). Other event types include Domestic Violence, Kidnapping/Abduction, Prowler, Traffic Violations, Warrant Services, Weapons, Person-including missing, found, and runaway, Suspicious Person/Object, and Theft.

Section 4.4 How often will the technology be in operation?

The Air Support Unit operates six days per week and averages 1200 hours of flight time annually. In 2018, Guardian One responded to 45 SPD events. Guardian Two did not dispatch to any SPD calls for service.

## Appendix A: Glossary

**Accountable:** (taken from the racial equity toolkit.) Responsive to the needs and concerns of those most impacted by the issues you are working on, particularly to communities of color and those historically underrepresented in the civic process.

**Community outcomes:** (taken from the racial equity toolkit.) The specific result you are seeking to achieve that advances racial equity.

**Contracting equity:** (taken from the racial equity toolkit.) Efforts to achieve equitable racial outcomes in the way the City spends resources, including goods and services, consultants and contracting.

**DON:** “department of neighborhoods.”

**Immigrant and refugee access to services:** (taken from the racial equity toolkit.) Government services and resources are easily available and understandable to all Seattle residents, including non-native English speakers. Full and active participation of immigrant and refugee communities exists in Seattle’s civic, economic and cultural life.

**Inclusive outreach and public engagement:** (taken from the racial equity toolkit.) Processes inclusive of people of diverse races, cultures, gender identities, sexual orientations and socio-economic status. Access to information, resources and civic processes so community members can effectively engage in the design and delivery of public services.

**Individual racism:** (taken from the racial equity toolkit.) Pre-judgment, bias, stereotypes about an individual or group based on race. The impacts of racism on individuals including white people internalizing privilege, and people of color internalizing oppression.

**Institutional racism:** (taken from the racial equity toolkit.) Organizational programs, policies or procedures that work to the benefit of white people and to the detriment of people of color, usually unintentionally or inadvertently.

**OCR:** “Office of Civil Rights.”

**Opportunity areas:** (taken from the racial equity toolkit.) One of seven issue areas the City of Seattle is working on in partnership with the community to eliminate racial disparities and create racial equity. They include: education, health, community development, criminal justice, jobs, housing, and the environment.

**Racial equity:** (taken from the racial equity toolkit.) When social, economic and political opportunities are not predicted based upon a person’s race.

**Racial inequity:** (taken from the racial equity toolkit.)  
When a person's race can predict their social, economic, and political opportunities and outcomes.

**RET:** "racial equity toolkit"

**Seattle neighborhoods:** (taken from the racial equity toolkit neighborhood.) Boundaries defined for the purpose of understanding geographic areas in Seattle.

**Stakeholders:** (taken from the racial equity toolkit.)  
Those impacted by proposed policy, program, or budget issue who have potential concerns or issue expertise. Examples might include: specific racial/ethnic groups, other institutions like Seattle housing authority, schools, community-based organizations, change teams, City employees, unions, etc.

**Structural racism:** (taken from the racial equity toolkit.)  
The interplay of policies, practices and programs of multiple institutions which leads to adverse outcomes and conditions for communities of color compared to white communities that occurs within the context of racialized historical and cultural conditions.

**Surveillance Ordinance:** Seattle City Council passed ordinance, also referred to as the "surveillance ordinance."

**SIR:** "surveillance impact report", a document which captures the fulfillment of the Council-defined surveillance technology review process, as required by ordinance [125376](#).

**Workforce equity:** (taken from the racial equity toolkit.) Ensure the City's workforce diversity reflects the diversity of Seattle.



## Appendix B: Meeting Notice(s)



# City Surveillance Technology Event

October 28<sup>th</sup>, 2020  
12:00 p.m. – 1:00 p.m.  
Webex Online Event

**Join us for a public meeting to comment on a few  
of the City's surveillance technologies:**

**Seattle Police Department**

- Forward Looking Infrared Real-time Video (FLIR)
- Situational Awareness Cameras Without Recording
- Video Recording Systems

**WebEx Online Event**

Dial-in Info:  
+1-408-418-9388  
Access code: 146 533 4053

**Can't join us online?**

Visit <http://www.seattle.gov/surveillance> to leave an online comment or  
send your comment to **Surveillance and Privacy Program, Seattle IT, PO  
Box 94709, Seattle, WA 98124.**

The Open Comment period is from **October 7<sup>th</sup> – November 7<sup>th</sup>, 2020.**

**Please let us know at [Surveillance@seattle.gov](mailto:Surveillance@seattle.gov) if you need any  
accommodations. For more information, visit [Seattle.gov/privacy](http://Seattle.gov/privacy).**

Information provided to the City of Seattle is considered a public record and may be subject to public disclosure. For more information see the  
Public Records Act, RCW Chapter 42.56 or visit [Seattle.gov/privacy](http://Seattle.gov/privacy). All comments submitted will be included in the Surveillance Impact Report.

## Appendix C: All Comments Received from Members of the Public

ID: 12168954138

**Submitted Through:** Online Comment

**Date:** 11/13/2020 11:44:26 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

The possible drift in usage in ambiguous situations, and how it might get triangulated with other technology like video recording. Apparent lack of clarity on data storage practices.

**What value, if any, do you see in the use of this technology?**

Finding people who are lost

**What do you want City leadership to consider about the use of this technology?**

Data governance. Setting clear, specific, easy to understand guidelines about use and storage of this information, and how that will get shared between SPD and KC Sheriff.

**Do you have any other comments?**

Please make sure that at public discussions where personnel are there to answer questions, that there's a subject matter expert present who can answer most general technical questions. That is more important than having an SPD officer present.

ID: 12167775924

**Submitted Through:** Online Comment

**Date:** 11/13/2020 11:05:58 AM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

That this will be used to target Black people and protesters. It's expensive and that money is better used to feed, house, and clothe people in our city.

**What value, if any, do you see in the use of this technology?**

None at all.

**What do you want City leadership to consider about the use of this technology?**

Reject it.

**Do you have any other comments?**

Black Lives Matter.

**ID:** 12167464903

**Submitted Through:** Online Comment

**Date:** 11/13/2020 9:19:25 AM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

Test

**What value, if any, do you see in the use of this technology?**

Test

**What do you want City leadership to consider about the use of this technology?**

Test

**Do you have any other comments?**

Test

**ID:** 12165148732

**Submitted Through:** Online Comment

**Date:** 11/12/2020 4:01:40 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

I do not feel like SPD needs this technology nor do I think they will use it in a transparent way. There are considerable privacy concerns with the use of this technology.

**What value, if any, do you see in the use of this technology?**

I do not see any value in SPD having this technology.

**What do you want City leadership to consider about the use of this technology?**

I do not want this technology used in our city.

**Do you have any other comments?**

**ID:** 12164993335

**Submitted Through:** Online Comment

**Date:** 11/12/2020 3:03:42 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

test

**What value, if any, do you see in the use of this technology?**

test

**What do you want City leadership to consider about the use of this technology?**

test

**Do you have any other comments?**

test

**ID:** 12164789404

**Submitted Through:** Online Comment

**Date:** 11/12/2020 1:56:19 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

As of Nov. 12th, numerous questions from the public have not been answered by SPD and thus greatly hinder the ability for informed public comment. These questions include: (1) What are the registration/tail numbers for each helicopter? (2) In 2019 or 2020 did KCSO ASU have any additional helicopters? (3) Does only the Huey form Guardian Two and the other two Bell's form Guardian One? (4) How long does KCSO retain still images and recordings when assisting SPD? (5) Is SPD's Digital Evidence Management System (DEMS) a on-premise or Software-as-aService deployment? (6) Has SPD ever requested KCSO ASU services or obtained data from KCSO's helicopters and/or FLIR technology to surveil protesters? (7) What are the neighborhoods over which KCSO's helicopters have been deployed? (8) What other data gets combined by SPD with the ASU data (such as cellphone geolocations, social media monitoring/intel, other surveillance technologies on the City's Master List, etc.)? Additionally, SPD dodging some of these questions by directing the public to submit PRA requests (which have a 6-12 month turnaround time) and IT not stepping in point out that answers must be provided to the public before the public comment period closes, shows how little interest both SPD and IT truly have in an honest dialog with the public about surveillance technologies. Also, there are multiple gaps in the SPD manual that should be addressed either by modifications to SPD's manual and/or via ordinance. These gaps include: (1) SPD manual doesn't define a specific & restricted purpose of use of ASU (so largely the whim of an SPD officer and ASU availability). (2) SPD manual doesn't address ASU being used to surveil protesters and/or targeting historically over-policed communities/neighborhoods. (3) SPD manual doesn't address the privacy of unrelated members of the public, unsuspected of a crime, that may be surveilled with this technology or be in the recordings. (4) Lack of public oversight and accountability regarding SPD leveraging KCSO ASU. Not only should all of the above be addressed by also it's recommended that the City produce a publicly available annual report detailing use of KCSO ASU (how SPD used collected data, amount of data, data retention lengths & in what form, where it's stored, & neighborhoods deployed over). It should not take a PRA request for the public to have insight into SPD's use of surveillance tech/data.

### **What value, if any, do you see in the use of this technology?**

Because this technology lacks any guardrails on its use and SPD/IT are withholding information from the public, one can only safely assume predominantly negative circumstances under which this technology has been used (otherwise SPD should desire to make public how great and upstanding their work has been); therefore the cons outweigh the pros and this technology does not provide any noticeable value to the public.

### **What do you want City leadership to consider about the use of this technology?**

City leadership should be made aware of the information SPD/IT has withheld from the public. This information missing from the public includes: (1) What are the registration/tail numbers for each helicopter? (2) In 2019 or 2020 did KCSO ASU have any additional helicopters? (3) Does only the Huey form Guardian Two and the other two Bell's form Guardian One? (4) How long does KCSO retain still images and recordings when assisting SPD? (5) Is SPD's Digital Evidence Management System (DEMS) a on-premise or Software-as-aService deployment? (6) Has SPD ever requested KCSO ASU services or obtained data from KCSO's helicopters and/or FLIR technology to surveil protesters? (7) What are the neighborhoods over which KCSO's helicopters have been deployed? (8) What other data gets combined by SPD with the ASU data (such as cellphone geolocations, social media monitoring/intel, other surveillance technologies on the City's Master List, etc.)? City leadership should also be informed that SPD dodged some of these questions by directing the public to submit PRA requests (which have a 6-12 month turnaround time) and IT didn't step in to point out that answers must be provided to the public before the public comment period closes. City leadership should be encouraged to mandate (via SPD manual changes and/or ordinance) to address multiple gaps and add appropriate guardrails to the use of this technology. The current gaps include: (1) SPD manual doesn't define a specific & restricted purpose of use of ASU (so largely the whim of an SPD officer and ASU availability). (2) SPD manual doesn't address ASU being used to surveil protesters and/or targeting historically over-policed communities/neighborhoods. (3) SPD manual doesn't address the privacy of unrelated members of the public, unsuspected of a crime, that may be surveilled with this technology or be in the recordings. (4) Lack of public oversight and accountability regarding SPD leveraging KCSO ASU. City leadership should also be advised to mandate the City produce a publicly available annual report detailing use of KCSO ASU (how SPD used collected data, amount of data, data retention lengths & in what form, where it's stored, & neighborhoods deployed over). It should not take a PRA request for the public to have insight into SPD's use of surveillance tech/data. Without all of these guardrails being added, the technology should be permitted to be used. The risk to the public of over-surveillance is too great.

### **Do you have any other comments?**

There are many areas of improvement by IT/Privacy-dept. regarding their public engagement process on surveillance technologies. Some of the more recent issues include: (1) Public

comment via SurveyMonkey was configured by IT such that a single user (browser session) could only submit public comment on 1 technology. The only way to submit public comment on all the technologies would be use a different browser or clear you browser's cookies/session data, which many less technical people wouldn't know to do. This actively impedes public comment. It is ensuring there is the least public comment possible. (2) The Privacy dept. calendar event for the Group 3 public engagement meeting didn't include the access code for phone-only users to dial-in (one had to know of and go to the TechTalk blog to get the access code). (3) Directions at public engagement meeting for providing verbal public comment were to raise hand in webex which clearly is not possible for phone-only users. (4) Public engagement truncated. CTO told City Council it would be 45 days. Instead IT used 30 days with a 1 week extension agreed to be added (so 37 days). (5) The Group 3 public engagement meeting recording (as of Nov. 12th) has not been posted publicly, so people unable to attend don't have access to the discussion/Q&A before the public comment period closes. (6) SPD has not provided answers before the public comment period closes. (7) SPD further dodged valid questions from the public by requiring PRA requests, which have zero hope of being addressed within the public comment period. (8) IT has repeatedly requested & attained (and in 1 case, just self-granted) time extensions for the Surveillance Ordinance process. When the public needs time for SPD to provide answers so as to provide informed public comment, now suddenly IT is on a tight time schedule and can't extend the public comment period. Additionally, IT/Privacy-dept. has repeatedly lamented the lack of public engagement, but have also taken no additional steps to rectify this for Group 3; and did not heed prior feedback from the CSWG regarding the engagement process. There are numerous steps IT/Privacy-dept. should take to improve public engagement. The recommendations to the CTO & CPO for Group 4 include: (1) Breaking the group into smaller groups. Group 4 on deck with 13 technologies: 2 re-visits of SFD tech, 3 types of undercover technologies, & 8 other technologies. (2) Allocating more time for open public comment: minimum of 2 weeks per each in scope tech (so Group 3 would be 42 days, and Group 4 would be 154 - 182 days). (3) Hold more public engagement meetings per Group - specifically the number of public engagement meetings should at a minimum match the number of technologies being considered for public comment (otherwise the meeting will run out of time before all the questions from the public can even be asked, which did happen with Group 3). (4) Require at the public engagement meetings both a Subject Matter Expert on the use of the technology AND a Subject Matter Expert on the technical management of the technology. There should be no excuse for most of the public's questions being unanswered by the City at these meetings. (5) Hold public engagement meetings that are accessible to marginalized communities most likely to have this technology used against them (such as, holding meetings at various times of day & weekends, having translators, etc). (6) Post online the recordings of all online public engagement meetings at least 1 week before the public comment period closes. (7) Require departments to provide answers to the public's questions at least 1 week before the public comment period closes. (8) Post public announcements for focus groups held by the City (9) Public engagement meetings and focus groups should have at least 1 outside civil liberties representative to present. (10) Publish to

the Privacy website in a more timely manner the CSWG meeting announcements and minutes. (11) Work with more City departments (not just Dept. of Neighborhoods) to foster engagement. (12) Work with more City boards and committees to foster engagement. (13) Provide at least 2 week lead time between announcing a public engagement meeting and the timing of that meeting occurring. (14) Provide early versions of drafts SIRs to the CSWG (as they requested more than once).

**ID:** 12161313635

**Submitted Through:** Online Comment

**Date:** 11/13/2020 11:03:49 AM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

1

**What value, if any, do you see in the use of this technology?**

2

**What do you want City leadership to consider about the use of this technology?**

3

**Do you have any other comments?**

4

**ID:** 12128589537

**Submitted Through:** Online Comment

**Date:** 11/1/2020 6:58:29 AM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

It is military weapons platform equipment and technology. They don't share with HLS Fusion? If not today, there is tomorrow.

**What value, if any, do you see in the use of this technology?**

Only for the further advancement of "Big Brother and to continue supporting paramilitariesing SPD and KCSD.

**What do you want City leadership to consider about the use of this technology?**

It is used for advanced and long range targeting.

**Do you have any other comments?**

Read the Voyuer RCW. Naked eye.

**ID:** 12125455624

**Submitted Through:** Online Comment

**Date:** 10/30/2020 12:34:17 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

In section 4.2 of the full report, "The video is requested as evidence from King County and stored using existing video evidence storage policies including SPD Policy 7.090." The scope of the data collected is broader than that associated with a request for

**What value, if any, do you see in the use of this technology?**

**What do you want City leadership to consider about the use of this technology?**

City leadership should consider under what conditions this technology is in use and whether a warrant is needed to approve this. The City leadership should consider whether or not this constitutes "evidence." City leadership should consider all of the

**Do you have any other comments?**

**ID:** 12118975621

**Submitted Through:** Online Comment

**Date:** 10/28/2020 5:09:38 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

This is a creepy tool to put in the hands of people who have already proven they can't be trusted with the tools they use. This shouldn't be a surveillance state. Our police shouldn't be able to monitor us from the air with technology that can see us when

**What value, if any, do you see in the use of this technology?**

None that isn't outweighed by putting dangerous surveillance tech in the hands of SPD.

**What do you want City leadership to consider about the use of this technology?**

Not using it.

**Do you have any other comments?**

Seattle City Council isn't the Communist Party of China. Don't act like it.

**ID:** 12118928781

**Submitted Through:** Online Comment

**Date:** 10/28/2020 4:50:49 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

I have no concerns regarding its use.

**What value, if any, do you see in the use of this technology?**

**What do you want City leadership to consider about the use of this technology?**

**Do you have any other comments?**

**ID:** 12117873188

**Submitted Through:** Online Comment

**Date:** 10/28/2020 10:58:58 AM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

I am concerned innocent bystanders privacy is violated with use of this surveillance.

**What value, if any, do you see in the use of this technology?**

None. This is major privacy violation.

**What do you want City leadership to consider about the use of this technology?**

Refuse.

**Do you have any other comments?**

The links to comment on proposed surveillance methods are difficult to find and if I didn't know any better, I'd say they're "hidden" purposefully.

**ID:** 12111684041

**Submitted Through:** Online Comment

**Date:** 10/26/2020 6:20:22 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

I am concerned that a) this technology is or will be used against protesters exercising their first amendment rights to freedom of speech and assembly, that it will have a chilling effect on those rights, and create safety issues for protesters if informa

**What value, if any, do you see in the use of this technology?**

**What do you want City leadership to consider about the use of this technology?**

**Do you have any other comments?**

**ID:** 12111484053

**Submitted Through:** Online Comment

**Date:** 10/26/2020 4:52:50 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

Every time I turn around, I see another article about how technology is deepening inequities. Increased surveillance is not the answer to our social ills--it will only deepen them.

**What value, if any, do you see in the use of this technology?**

None. We do not need more surveillance. There is enough already!

**What do you want City leadership to consider about the use of this technology?**

The social costs are potentially very deep, and far outweigh any savings in terms of police time or private property.

**Do you have any other comments?**

**ID:** 12103746854

**Submitted Through:** Online Comment

**Date:** 10/23/2020 9:02:47 AM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

None

**What value, if any, do you see in the use of this technology?**

Assist in locating/tracking for a variety of reasons more efficiently in most any environment or condition

**What do you want City leadership to consider about the use of this technology?**

There should be oversight, rules and regulations regarding the use of this tool and subsequent data with accountability

**Do you have any other comments?**

Not at this time

**ID:** 12102858883

**Submitted Through:** Online Comment

**Date:** 10/23/2020 4:31:30 AM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

Thermal Imaging will be abused to surveil, track, direct, and disrupt legal protest movements.

**What value, if any, do you see in the use of this technology?**

Thermal Imaging enables easier searching of victims in Search and Rescue.

**What do you want City leadership to consider about the use of this technology?**

Limit usage to casualty events or search and rescue. That's where it's totally positive.

**Do you have any other comments?**

**ID:** 12102022133

**Submitted Through:** Online Comment

**Date:** 10/22/2020 8:19:02 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

This technology will not be used to keep anyone safe. Rather it will be used to surveil members of the public, specifically protestors, in order to arrest, attack, and harm them. SPD has already used tools at their disposable to brutalize protestors and B

**What value, if any, do you see in the use of this technology?**

There is no value to this technology.

**What do you want City leadership to consider about the use of this technology?**

There is no reason that residents of Seattle should be surveilled in this manner. This will only cause more harm. Do not authorize the use of this technology.

**Do you have any other comments?**

Do not authorize the use of this technology. If you do, more members of the public will be attested, injured, or killed by the police.

**ID:** 12101809731

**Submitted Through:** Online Comment

**Date:** 10/22/2020 6:10:30 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

I don't think we can trust SPD to use this responsibly. They've proven that they will track down, harass, and persecute those who disagree with their tactics. It's a department full of white supremacists. We don't need to put this kind of technology into

**What value, if any, do you see in the use of this technology?**

While I want to think it would be helpful, I see none at this point, given that the SPD will use the technology. It really renders even considering value useless. Its value is negative to Seattle Citizens.

**What do you want City leadership to consider about the use of this technology?**

If there is any technology that the SPD can use to track people down, they will use it for hunting down black, brown, indigenous, and transgender people, as well as any other minority and marginalized groups that they can. There are obvious cases, on came

**Do you have any other comments?**

DEFUND THE SPD

**ID:** 12101790683

**Submitted Through:** Online Comment

**Date:** 10/22/2020 5:59:10 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

This comment applies to all listed technologies. SPD is a deeply untrustworthy agency that has not proven their use of technology responsible. This technology will be used to repress citizens by an organization that has repeatedly proven their disdain for

**What value, if any, do you see in the use of this technology?**

None. This will purely be used to harm citizens and further the reach of out of control agency.

**What do you want City leadership to consider about the use of this technology?**

I want city leadership to know that this technology will only further erode the trust of the people in their city. SPD will use this technology irresponsibly as they have with SDOTs traffic cameras.

**Do you have any other comments?**

**ID:** 12101680822

**Submitted Through:** Online Comment

**Date:** 10/22/2020 5:06:33 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

Please apply my comments to all surveillance tech listed here. SPD needs to be dismantled to all but officers needed for violent crime and to purge it of a culture of white supremacy. Their poor handling/escalation of force with recent protests means they

**What value, if any, do you see in the use of this technology?**

None. This equipment has no place in our community, especially with a police force as untrustworthy with equipment and citizen's safety as ours.

**What do you want City leadership to consider about the use of this technology?**

It will only be abused. Until SPD is torn down and non-violent crime services moved elsewhere we cannot continue to arm them with ever more advanced equipment.

**Do you have any other comments?**

I don't consider myself an activist but can't ignore the heinous and brazen behavior of SPD in recent months and don't want to see investment made in technology they'll surely use to further abuse citizens.

**ID:** 12101591052

**Submitted Through:** Online Comment

**Date:** 10/22/2020 4:28:31 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

Are flashlights not good enough for SPD? I don't see a use case for the police to use FLIR where a regular light would not serve the same purpose. Seattle is not a war zone.

**What value, if any, do you see in the use of this technology?**

It's a great way to waste our money.

**What do you want City leadership to consider about the use of this technology?**

I don't want to live in a city where the police can surveil you and identify you anywhere at any time. I should be able to attend a protest or political meeting and not worry about extrajudicial police harassment. SPD has recently and repeatedly shown its

**Do you have any other comments?**

All of these are an incredible waste of money, especially when the rest of the city is looking at austerity.

ID: 12101428379

**Submitted Through:** Online Comment

**Date:** 10/22/2020 3:18:06 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

Law enforcement has demonstrated a lack of regard for the fourth amendment and I do not think that expanding their power to record residents without a warrant is wise in any form.

**What value, if any, do you see in the use of this technology?**

None

**What do you want City leadership to consider about the use of this technology?**

Don't use it

**Do you have any other comments?**

**ID:** 12101367556

**Submitted Through:** Online Comment

**Date:** 10/22/2020 2:54:00 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

None.

**What value, if any, do you see in the use of this technology?**

This will save officers lives and the lives of the public

**What do you want City leadership to consider about the use of this technology?**

Aloe the use of this technology. It will save lives.

**Do you have any other comments?**

Aloe the use of this technology. It will save lives.

**ID:** 12101215876

**Submitted Through:** Online Comment

**Date:** 10/22/2020 1:55:56 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

Isn't this technology going to be used for the further suppression of protests against police brutality?

**What value, if any, do you see in the use of this technology?**

The SPD budget is already bloated and over funded

**What do you want City leadership to consider about the use of this technology?**

The money that would be used on these surveillance technologies should be going to housing and social services. Our city is in a homelessness crisis.

**Do you have any other comments?**

I'm disgusted to see the SPD doing the opposite of what the protest movement has demanded of them. We dont need more gadgets to increase policing we need more social services- what studies have proven ACTUALLY decrease crime and mortality

**ID:** 12101204854

**Submitted Through:** Online Comment

**Date:** 10/22/2020 1:51:35 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

Why does the Seattle Police Department feel the need to use military surveillance equipment on its domestic population?

**What value, if any, do you see in the use of this technology?**

None, disgusting

**What do you want City leadership to consider about the use of this technology?**

I would like City leadership to consider why they feel it is appropriate to arm our police force to the teeth like its own small paramilitary group

**Do you have any other comments?**

Abolish the Seattle Police Department, remove Jenny Durkan from office

**ID:** 12101046061

**Submitted Through:** Online Comment

**Date:** 10/22/2020 12:58:06 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

No matter what you say in response to public comment, we know you're just using this to help oppress citizens and protesters. Come on.

**What value, if any, do you see in the use of this technology?**

None

**What do you want City leadership to consider about the use of this technology?**

Abandon it.

**Do you have any other comments?**

You are the villains you grew up hoping to never be.

**ID:** 12101028005

**Submitted Through:** Online Comment

**Date:** 10/22/2020 12:52:28 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

Citizens under the 4th amendment have a right to privacy. You're surveilling citizens with a presumption that they are guilty and don't deserve that right. It's not okay.

**What value, if any, do you see in the use of this technology?**

None. Literally none.

**What do you want City leadership to consider about the use of this technology?**

I want them to not implement it and not allow our police to use any type of technology that infringes on our inalienable rights as Americans.

**Do you have any other comments?**

Defund SPD should also include their technologies used for spying on citizens.

## Appendix D: Letters from Organizations or Commissions



P.O. Box 2728  
Seattle, WA 98111-2728  
(206) 624-2184  
aclu-wa.org

Tara Lin  
Board President

Michelle Stormshak  
Executive Director

November 6, 2020

Seattle Information Technology  
700 5th Ave, Suite 2700  
Seattle, WA 98104

RE: ACLU of Washington Comments on Group 3 Surveillance Technologies

On behalf of the ACLU of Washington, I write to offer our comments on the surveillance technologies included in Group 3 of the Seattle Surveillance Ordinance implementation process.

The three Seattle Police Department (SPD) technologies in Group 3 are covered in the following order:

1. Forward Looking Infrared – King County Sheriff's Office Helicopters
2. Video Recording Systems
3. Situational Awareness Cameras Without Recording

These comments should be considered preliminary, given that the Surveillance Impact Reports (SIR) for each technology leave a number of important questions unanswered. Specific unanswered questions for each technology are noted in the comments relating to that technology. Answers to these questions should be included in the updated SIRs provided to the Community Surveillance Working Group and to the City Council prior to their review of the technologies.

### Forward Looking Infrared - KCSO Helicopters

#### *Background*

Forward Looking Infrared (FLIR) is a powerful thermal imaging surveillance technology that raises a number of privacy and civil liberties concerns because of its ability to enable dragnet surveillance of individuals in public as well as in private spaces.

FLIR cameras sense infrared radiation to create images assembled for real-time video output. This technology detects small differences in heat, or emitted thermal energy, and displays them as shades of gray or with different colors. Because all objects emit different amounts of thermal energy, FLIR cameras are able to detect temperature differences and translate them into images.<sup>1</sup>

Advanced thermal imaging systems like FLIR allow governments to increase their surveillance capabilities. Like any device used for surveillance, government agents may use it inappropriately to gather information on people based on their race, religion, or political views. While thermal imaging devices cannot "see" through

<sup>1</sup> ACLU of Washington, *Thermal Imaging Surveillance*, THEYAREWATCHING.ORG, <https://theyarewatching.org/technology/thermal-imaging-surveillance> (last visited Nov. 5, 2020).

walls, pointing a thermal camera at a building can still reveal sensitive information about what is happening inside. Drug detectives often use these devices to identify possible marijuana growers by looking for heat consistent with grow lights.<sup>2</sup> Furthermore, privacy and civil liberties concerns with FLIR are magnified when FLIR is used in conjunction with other powerful surveillance tools such as facial recognition and drones.

The Seattle Police Department (SPD) uses three King County Sheriff's Office helicopters that are equipped with FLIR technology as well as 30-million candlepower "Night Sun" searchlights, Pro Net and LoJack radio tracking receivers, still and video cameras, and communications equipment for communicating with local, state, and federal law and firefighting agencies on their frequencies. SPD can use FLIR technology and these helicopters to monitor human beings (whose body temperatures are fairly consistent) through clouds, haze, and darkness.

There are serious concerns with SPD's use of KCSO's helicopters as described in the SIR. The policies attached in the SIR do not include purpose limitations, adequate privacy and security protections, or restrictions on use. The SIR also does not specify how long KCSO retains still images and recordings attained when assisting SPD, or whether SPD's Digital Evidence Management System (DEMS) is an on-premise or a Software-as-a-Service (SaaS) deployment.

At the public engagement meeting held on October 28, 2020,<sup>3</sup> SPD officers were asked if SPD had ever used KCSO helicopters or FLIR technology for the purpose of surveilling protesters and if SPD had any policies prohibiting use of these technologies for protester surveillance. The officers were also asked over which neighborhoods the helicopters had been deployed, given that the SIR states that in 2018, Guardian One was deployed 45 times to SPD events. For both questions, SPD officers declined to answer and told the public to submit public records requests. However, because SPD's Public Records Act request portal states that the minimum response timeline is in excess of 6-12 months, members of the public would not be able to receive answers to these questions in time to submit public comments on these technologies.

Given the lack of adequate policies in the SIR and the number of unanswered questions that remain, we have concerns that SPD's use of KCSO's helicopters and FLIR technology may infringe upon people's civil rights and civil liberties. KCSO's FLIR-equipped helicopters may be used to disproportionately surveil historically targeted communities, individuals exercising their constitutionally protected right to protest, or people just going about their lives.

#### *Specific Concerns*

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<sup>2</sup> In the 2001 case *Kyllo v. United States*, the U.S. Supreme Court ruled that federal agents violated the Fourth Amendment when they used a thermal imaging device to detect marijuana plants growing inside a home.

<sup>3</sup> Seattle Police Department, *Surveillance Technology Public Comment Meeting*, CITY OF SEATTLE (Oct. 28, 2020), <https://www.seattle.gov/Documents/Departments/Tech/Privacy/Group%203%20Presentation.pdf>.

- **There are inadequate policies defining purpose of use.** The policies cited in the SIR do not impose meaningful restrictions on the purpose for which SPD may request that KCSO helicopters and FLIR technology be used. Policy 16.060 – King County Sheriff’s Office Air Support Unit<sup>4</sup> simply states that “Guardian One offers air support for patrol and specialized missions” and that “Guardian Two offers air support for special operations such as search and rescue (SAR) and tactical missions.” This policy only describes the process by which SPD may request support from KCSO’s air support unit but does not state the specific purposes for which SPD may or may not request support. Section 4.9 of the SIR<sup>5</sup> states that SPD may request video from KCSO’s Air Unit “[w]hen necessary and pertinent to a specific investigation” but does not specify the types of investigations for which SPD may request data from KCSO or how it is determined if such data is necessary and pertinent. Policy 6.060 – Collection of Information for Law Enforcement Purposes<sup>6</sup> states that “Information will be gathered and recorded in a manner that does not unreasonably infringe upon: individual rights, liberties, and freedoms guaranteed by the Constitution of the United States and the State of Washington” and Policy 5.140 – Bias-Free Policing states that “officers will not engage in bias-based policing.”<sup>7</sup> However, SPD’s answers at the October 28 public engagement meeting do not make clear whether and how SPD prohibits use of KCSO helicopters to engage in surveillance of protesters or biased policing. Section 1.4.2 of the Racial Equity Toolkit (RET) section of the SIR specifically asks: “How are decisions made where the technology is used or deployed? How does the Department work to ensure diverse neighborhoods are not specifically targeted?”<sup>8</sup> The response from SPD directs attention to SPD Policy 16.060, which does not provide adequate purpose limitations.
- **There are inadequate policies restricting data collection.** The policies cited in the SIR do not place any restrictions on the amount or types of data SPD may request from KCSO. At the October 28 public engagement meeting, SPD officers did not answer whether or how SPD places time or geographic limitations on the data it may request from KCSO.

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<sup>4</sup> Seattle Police Department, *Seattle Police Department Manual: 16.060 - King County Sheriff’s Office Air Support Unit*, CITY OF SEATTLE (Mar. 1, 2016), <http://www.seattle.gov/police-manual/title-16---patrol-operations/16060---king-county-sheriffs-office-air-support-unit>.

<sup>5</sup> Seattle Police Department, *2020 Surveillance Impact Report: Forward Looking Infrared Real-Time Video (FLIR) (KCSO Helicopters)*, CITY OF SEATTLE, at 12, [http://www.seattle.gov/Documents/Departments/Tech/Privacy/FLIR%20-%20KCSO%20Helicopters%20Public\\_Engagement%20SIR.pdf](http://www.seattle.gov/Documents/Departments/Tech/Privacy/FLIR%20-%20KCSO%20Helicopters%20Public_Engagement%20SIR.pdf) (last visited Nov. 5, 2020).

<sup>6</sup> Seattle Police Department, *Seattle Police Department Manual: 6.060 - Collection of Information for Law Enforcement Purposes*, CITY OF SEATTLE (May 19, 2004), <http://www.seattle.gov/police-manual/title-6---arrests-search-and-seizure/6060---collection-of-information-for-law-enforcement-purposes>.

<sup>7</sup> Seattle Police Department, *Seattle Police Department Manual: 5.140 - Bias-Free Policing*, CITY OF SEATTLE (Aug. 1, 2019), <http://www.seattle.gov/police-manual/title-5---employee-conduct/5140---bias-free-policing>.

<sup>8</sup> *2020 Impact Report: Infrared Video*, *supra* note 5, at 23.

- **It is unclear if and how SPD protects the privacy of individuals unrelated to an investigation.** The SIR does not include any policies regarding how it redacts or deletes information. At the October 28 public engagement meeting, SPD officers did not provide an answer to the question of whether and how it redacts or deletes information collected that may compromise the privacy of individuals unrelated to an investigation.
- **It is unclear how data collected are stored and protected.** SPD stated at the October 28 public engagement meeting that it is unaware of how long KCSO retains still images and recordings obtained when assisting SPD. While SPD officers stated that SPD stores video requested from KCSO in its Digital Evidence Management System (DEMS)—not Evidence.com, this is not made clear within the SIR. Additionally, SPD officers did not answer whether SPD's DEMS is on on-premise or Software-as-a-Service (SaaS) deployment.
- **The SIR does not provide the dates and neighborhoods over which KCSO helicopters and FLIR technology have been deployed.** Though the SIR states that there have been 45 deployments of Guardian One to support SPD in 2018, the SIR does not include an analysis of the locations of those deployments.<sup>9</sup> Additionally, during the October 28 public engagement meeting, SPD declined to state the neighborhoods over which the helicopters had been deployed. It is important that SPD include this information in the Racial Equity Toolkit section of the final SIR in order to address the following questions in Section 1.4.2: “How are decisions made where the technology is used or deployed? How does the Department work to ensure diverse neighborhoods are not specifically targeted?”<sup>10</sup>

#### *Outstanding Questions*

- What are the registration and/or tail numbers for each helicopter?
- In 2019 and 2020, did the KCSO Air Support Unit have any additional helicopters aside from the three listed in the SIR?
- How long does KCSO retain still images and recordings attained when assisting SPD?
- Is SPD's Digital Evidence Management System (DEMS) an on-premise deployment or is it Software-as-a-Service?
- Has SPD ever requested KCSO ASU services or obtained data from KCSO's helicopters and/or FLIR technology to surveil protesters?
- What are the neighborhoods over which KCSO's helicopters have been deployed?

#### *Recommendations for Regulation*

At this stage, pending answers to the questions above, we can make only preliminary recommendations for the regulation of SPD's use of KCSO's helicopters and FLIR technology. We recommend that the Council adopt, via ordinance, at a minimum, clear and enforceable rules that ensure the following:

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<sup>9</sup> *Id.* at 9.

<sup>10</sup> *Id.* at 23.

- **SPD must abide by a specific and restricted purpose of use:** The ordinance should define a specific purpose of use for KCSO's helicopters and FLIR technology, and any SPD use of KCSO's helicopters and FLIR technology and data collected with these technologies must be restricted to that specific purpose.
- **SPD must adopt processes to ensure it is not targeting diverse neighborhoods.** The ordinance should prohibit SPD from using KCSO's helicopters and FLIR technology to disproportionately surveil communities of color and other historically over-policed communities.
- **SPD must protect the privacy of individuals unrelated to a specific search or investigation.** The ordinance should require SPD to redact or delete information collected that may compromise the privacy of individuals not related to a specific search or investigation, restricted by the purpose of use.
- **SPD must produce a publicly available annual report detailing its use of KCSO helicopters and FLIR technology.** The ordinance should require that SPD produce an annual report including details on how SPD used the data collected, the amount of data collected, for how long data were retained and in what form, where the data are stored, and the neighborhoods over which KCSO helicopters and/or FLIR technology were deployed.

#### Video Recording Systems

##### *Background*

SPD uses two camera systems to record and/or monitor members of the public within SPD interview rooms, Blood Alcohol Collection (BAC) rooms, and precinct holding cells: Genetec Video Management System and Milestone Systems XProtect Video Management Software and Products.

Genetec Video Management System is a permanently installed system primarily used to record in-person interactions and interviews with crime victims, witnesses, and suspects in seven designated interview rooms located at the SPD headquarters in the Seattle Justice Center. This system is used to create a video record of interviews for the purposes of use in criminal justice proceedings. Milestone Systems XProtect Video Management Software and Products is a permanently installed system in SPD's Blood Alcohol Collection (BAC) rooms and precinct holding cells. They record continuously all activity in those locations.<sup>11</sup>

SPD's use of these video recording systems can pose threats to people's privacy and civil liberties if used without adequate safeguards. The SIR does not provide adequate purpose limitations regarding SPD's use of these technologies, does not include full details of the capabilities of these systems, and does not adequately specify technical and procedural safeguards to prevent improper viewing.

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<sup>11</sup> Seattle Police Department, *2020 Surveillance Impact Report: Video Recording Systems (Interview, Blood-Alcohol Collection Room, and Precinct Holding Cell Audio)*, CITY OF SEATTLE, at 4, [https://www.seattle.gov/Documents/Departments/Tech/Privacy/Video%20Recording%20Systems%20Public\\_Engagement%20SIR.pdf](https://www.seattle.gov/Documents/Departments/Tech/Privacy/Video%20Recording%20Systems%20Public_Engagement%20SIR.pdf) (last visited Nov. 5, 2020).

collection, or storage of the images or video footage.

#### *Specific Concerns*

- **There are inadequate policies defining purpose of use.** Section 4.9 of the SIR asks, “What are acceptable reasons for access to the equipment and/or data collected?”<sup>12</sup> The response does not specifically detail how and for what purpose the equipment and/or data collected from the equipment may be used.
- **The capabilities of the Genetec and Milestone systems are unclear.** SPD does not provide links or attachments providing specific details about either of the systems they use. Both Genetec<sup>13</sup> and Milestone<sup>14</sup> advertise facial recognition systems that may be integrated with its video management systems.
- **It is unclear how data are collected, stored, and protected.** The SIR does not make clear whether SPD stores the data they receive in the Digital Evidence Management System or Evidence.com, a cloud-based digital evidence platform owned by Axon. The SIR simply references SPD policy 7.110 – Recorded Statements, which states that data may be uploaded to the Digital Evidence Management System (DEMS) or Evidence.com.<sup>15</sup> Additionally, the SIR does not include information about the security practices SPD follows to protect the privacy of members of the public who are recorded by the Genetec and Milestone video management systems. Finally, the SIR does not specify who has permission to modify the pan, tilt, and/or zoom of the cameras.

#### *Outstanding Questions*

- Does SPD use a Genetec or Milestone partner add-on that enables facial recognition or other biometric data collection/identification?
- How are firmware/software updates applied to the Genetec systems?
- What security practices does SPD follow?
- Where does the SPD Evidence Section store the Genetec-generated recordings and Milestone recordings they receive?
- For both the Genetec and Milestone systems, who has permission to modify the pan, tilt, and/or zoom of the cameras?

<sup>12</sup> *Id.* at 12.

<sup>13</sup> *Security Center Omnicast IP video surveillance*, GENETEC, <https://resources.genetec.com/video-modules-and-add-ons/omnicast-ip-video-surveillance> (last visited Nov. 5, 2020).

<sup>14</sup> *Dahua Face Recognition Plugin for Milestone VMS*, MILESTONE, <https://www.milestone.com/marketplace/zhejiang-dahua-technology-co.-ltd/dahua-face-recognition-plugin-for-milestone-vms/> (last visited Nov. 5, 2020); *Id-Guard Face Recognition Plugin*, MILESTONE, <https://www.milestone.com/marketplace/lle-rectfaces/id-guard-face-recognition-plugin/> (Nov. 5, 2020).

<sup>15</sup> Seattle Police Department, *Seattle Police Department Manual: 7.110 - Recorded Statements*, CITY OF SEATTLE (Oct. 1, 2020), <https://www.seattle.gov/police-manual/title-7---evidence-and-property/7110---recorded-statements>.

### *Recommendations for Regulation*

At this stage, pending answers to the questions above, we can make only preliminary recommendations for the regulation of SPD's use of video recording systems. We recommend that the Council adopt, via ordinance, at a minimum, clear and enforceable rules that ensure the following:

- **SPD must abide by a specific and restricted purpose of use:** The ordinance should define a specific purpose of use for any video recording systems used by SPD, and any use must be restricted to that specific purpose.
- **SPD must not use any video recording systems that have capabilities beyond what is strictly necessary to fulfill the purpose of use (e.g., recording custodial interrogations).** The ordinance should prohibit incorporating additional services such as facial recognition systems with the video recording systems.

### Situational Awareness Cameras Without Recording

#### *Background*

SPD uses four types of portable cameras to observe both public and private areas during tactical operations. The four types of cameras and their vendors are:

- Robot-mounted cameras – RoboteX
- Pole-mounted cameras – Tactical Electronics & Smith and Wesson
- Placeable cameras – Remington & Tactical Electronics
- Throwable cameras – Remington & Tactical Electronics<sup>16</sup>

SPD's use of these situational awareness cameras can pose threats to people's privacy and civil liberties if used without adequate safeguards. The SIR does not provide adequate purpose limitations regarding SPD's use of these technologies, does not include full details of the capabilities of the cameras, and does not adequately specify technical and procedural safeguards to prevent improper viewing, collection, or storage of the images or video footage.

#### *Specific Concerns*

- **There are inadequate policies defining purpose of use.** Section 4.9 of the SIR asks, "What are acceptable reasons for access to the equipment and/or data collected?" The response states: "The decision to use situational awareness cameras is made on a case-by-case basis. These devices allow officers to monitor a subject or watch situation from a position of safety and distance. Absent exigent circumstances, a signed warrant is obtained prior to the use of this technology in any protected area."<sup>17</sup> This response does not

<sup>16</sup> Seattle Police Department, *2020 Surveillance Impact Report: Situational Awareness Cameras Without Recording*, CITY OF SEATTLE, at 5, [https://www.seattle.gov/Documents/Departments/Tech/Privacy/Situational%20Awareness%20Cameras%20Public\\_Engagement%20SIR.pdf](https://www.seattle.gov/Documents/Departments/Tech/Privacy/Situational%20Awareness%20Cameras%20Public_Engagement%20SIR.pdf) (last visited Nov. 5, 2020).

<sup>17</sup> *Id.* at 8.

provide a clear and limited purpose for which this technology may or may not be used. While SPD's response states that a warrant is obtained prior to use of the cameras in protected areas, such as inside a home, it does not state the specific purposes for which SPD may or may not use the cameras without a warrant.

- **The capabilities of the situational awareness cameras are unclear.** The SIR does not provide manuals or the complete model names and/or numbers of each of the camera technologies. During the October 28 public engagement meeting, SPD stated that their situational awareness cameras do not support recording. However, the vendor websites advertise situational awareness cameras that do support recording. For example, the Tactical Electronics Core Monitor,<sup>18</sup> Pole Camera,<sup>19</sup> and Under Door Camera<sup>20</sup> can either take photos, record video, and/or record audio.
- **It is unclear what technical and procedural safeguards are in place to prevent the improper viewing, collection, and storage of images.** During the October 28 public engagement meeting, SPD stated that there is no way that images, video, or audio footage could be collected and stored. In order to verify that information, SPD must provide detailed information about the technologies it uses as stated above. Additionally, even if the cameras themselves cannot record footage, it is unclear if there are policies and procedures in place to prevent live-streamed situational camera footage from being recorded via a different device.

#### *Outstanding Questions*

- What are the complete model names/numbers for each of the equipment in scope for the Situational Awareness Cameras?
- What technical safeguards are in place to prevent the storage/retention of images?
- 7.3 of Situational Awareness Cameras SIR states "[the SWAT Unit] have mitigated the risk of improper viewing of the protected areas." How specifically have they mitigated the risk?
- What (if any) sections of the SPD Manual specifically cover the use of these technologies by SWAT?

#### *Recommendations for Regulation*

At this stage, pending answers to the questions above, we can only make preliminary recommendations for the regulation of SPD's use of situational awareness cameras. We recommend that the Council adopt, via ordinance, at a minimum, clear and enforceable rules that ensure the following:

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<sup>18</sup> *Core Monitor*, TACTICAL ELEC., <https://www.tacticalectronics.com/product/core-monitor/> (last visited Nov. 5, 2020).

<sup>19</sup> *Core Pole Camera*, TACTICAL ELEC., <https://www.tacticalectronics.com/product/core-pole-camera/> (last visited Nov. 5, 2020).

<sup>20</sup> *Core Under Door Camera*, TACTICAL ELEC., <https://www.tacticalectronics.com/product/core-under-door-camera/> (last visited Nov. 5, 2020).

- **SPD must abide by a specific and restricted purpose of use:** The ordinance should define a specific purpose of use for situational awareness cameras used by SPD, and any use must be restricted to that specific purpose.
- **SPD must not use any situational awareness cameras that have capabilities beyond what is strictly necessary to fulfill the purpose of use defined by the ordinance.** The ordinance should prohibit SPD from using cameras that have facial recognition or recording capabilities.
- **SPD must adopt technical and procedural safeguards to prevent misuse of the situational awareness cameras.** The ordinance should require SPD adopt safeguards that prevent use of the cameras or the footage streamed from the cameras for purposes beyond what is defined in the ordinance.

Thank you for your consideration of our comments and for facilitating this public review process.

Sincerely,

Jennifer Lee  
Technology and Liberty Project Manager

## Appendix E: CTO Notification of Surveillance Technology

Thank you for your department's efforts to comply with the new Surveillance Ordinance, including a review of your existing technologies to determine which may be subject to the Ordinance. I recognize this was a significant investment of time by your staff; their efforts are helping to build Council and public trust in how the City collects and uses data.

As required by the Ordinance (SMC 14.18.020.D), this is formal notice that the technologies listed below will require review and approval by City Council to remain in use. This list was determined through a process outlined in the Ordinance and was submitted at the end of last year for review to the Mayor's Office and City Council.

The first technology on the list below must be submitted for review by March 31, 2018, with one additional technology submitted for review at the end of each month after that. The City's Privacy Team has been tasked with assisting you and your staff with the completion of this process and has already begun working with your designated department team members to provide direction about the Surveillance Impact Report completion process.

Please let me know if you have any questions.

Thank you,

Michael Mattmiller

Chief Technology Officer

Technology	Description	Proposed Review Order
<b>Automated License Plate Recognition (ALPR)</b>	ALPRs are computer-controlled, high-speed camera systems mounted on parking enforcement or police vehicles that automatically capture an image of license plates that come into view and converts the image of the license plate into alphanumeric data that can be used to locate vehicles reported stolen or otherwise sought for public safety purposes and to enforce parking restrictions.	1
<b>Booking Photo Comparison Software (BPCS)</b>	BCPS is used in situations where a picture of a suspected criminal, such as a burglar or convenience store robber, is taken by a camera. The still screenshot is entered into BPCS, which runs an algorithm to compare it to King County Jail booking photos to identify the person in the picture to further investigate his or her involvement in the crime. Use of BPCS is governed by <a href="#">SPD Manual §12.045</a> .	2
<b>Forward Looking Infrared Real-time video (FLIR)</b>	Two King County Sheriff's Office helicopters with Forward Looking Infrared (FLIR) send a real-time microwave video downlink of ongoing events to commanders and other decision-makers on the ground, facilitating specialized radio tracking equipment to locate bank robbery suspects and provides a platform for aerial photography and digital video of large outdoor locations (e.g., crime scenes and disaster damage, etc.).	3

Technology	Description	Proposed Review Order
<b>Undercover/ Technologies</b>	<p>The following groups of technologies are used to conduct sensitive investigations and should be reviewed together.</p> <ul style="list-style-type: none"> <li>• <b>Audio recording devices:</b> A hidden microphone to audio record individuals without their knowledge. The microphone is either not visible to the subject being recorded or is disguised as another object. Used with search warrant or signed Authorization to Intercept (<a href="#">RCW 9A.73.200</a>).</li> <li>• <b>Camera systems:</b> A hidden camera used to record people without their knowledge. The camera is either not visible to the subject being filmed or is disguised as another object. Used with consent, a search warrant (when the area captured by the camera is not in plain view of the public), or with specific and articulable facts that a person has or is about to be engaged in a criminal activity and the camera captures only areas in plain view of the public.</li> <li>• <b>Tracking devices:</b> A hidden tracking device carried by a moving vehicle or person that uses the Global Positioning System to determine and track the precise location. U.S. Supreme Court v. Jones mandated that these must have consent or a search warrant to be used.</li> </ul>	4
<b>Computer-Aided Dispatch (CAD)</b>	<p>CAD is used to initiate public safety calls for service, dispatch, and to maintain the status of responding resources in the field. It is used by 911 dispatchers as well as by officers using mobile data terminals (MDTs) in the field.</p>	5

Technology	Description	Proposed Review Order
<b>CopLogic</b>	System allowing individuals to submit police reports on-line for certain low-level crimes in non-emergency situations where there are no known suspects or information about the crime that can be followed up on. Use is opt-in, but individuals may enter personally-identifying information about third-parties without providing notice to those individuals.	6
<b>Hostage Negotiation Throw Phone</b>	A set of recording and tracking technologies contained in a phone that is used in hostage negotiation situations to facilitate communications.	7
<b>Remotely Operated Vehicles (ROVs)</b>	These are SPD non-recording ROVs/robots used by Arson/Bomb Unit to safely approach suspected explosives, by Harbor Unit to detect drowning victims, vehicles, or other submerged items, and by SWAT in tactical situations to assess dangerous situations from a safe, remote location.	8
<b>911 Logging Recorder</b>	System providing networked access to the logged telephony and radio voice recordings of the 911 center.	9
<b>Computer, cellphone and mobile device extraction tools</b>	Forensics tool used with consent of phone/device owner or pursuant to a warrant to acquire, decode, and analyze data from smartphones, tablets, portable GPS device, desktop and laptop computers.	10
<b>Video Recording Systems</b>	These systems are to record events that take place in a Blood Alcohol Concentration (BAC) Room, holding cells, interview, lineup, and polygraph rooms recording systems.	11
<b>Washington State Patrol (WSP) Aircraft</b>	Provides statewide aerial enforcement, rapid response, airborne assessments of incidents, and transportation services in support of the Patrol's public safety mission. WSP Aviation currently manages seven aircraft equipped with FLIR cameras. SPD requests support as needed from WSP aircraft.	12

Technology	Description	Proposed Review Order
<b>Washington State Patrol (WSP) Drones</b>	WSP has begun using drones for surveying traffic collision sites to expedite incident investigation and facilitate a return to normal traffic flow. SPD may then request assistance documenting crash sites from WSP.	13
<b>Callyo</b>	This software may be installed on an officer's cell phone to allow them to record the audio from phone communications between law enforcement and suspects. Callyo may be used with consent or search warrant.	14
<b>I2 iBase</b>	The I2 iBase crime analysis tool allows for configuring, capturing, controlling, analyzing and displaying complex information and relationships in link and entity data. iBase is both a database application, as well as a modeling and analysis tool. It uses data pulled from SPD's existing systems for modeling and analysis.	15
<b>Parking Enforcement Systems</b>	Several applications are linked together to comprise the enforcement system and used with ALPR for issuing parking citations. This is in support of enforcing the Scofflaw Ordinance <a href="#">SMC 11.35</a> .	16
<b>Situational Awareness Cameras Without Recording</b>	Non-recording cameras that allow officers to observe around corners or other areas during tactical operations where officers need to see the situation before entering a building, floor or room. These may be rolled, tossed, lowered or throw into an area, attached to a hand-held pole and extended around a corner or into an area. Smaller cameras may be rolled under a doorway. The cameras contain wireless transmitters that convey images to officers.	17
<b>Crash Data Retrieval</b>	Tool that allows a Collision Reconstructionist investigating vehicle crashes the opportunity to image data stored in the vehicle's airbag control module. This is done for a vehicle that has been in a crash and is used with consent or search warrant.	18

Technology	Description	Proposed Review Order
<b>Maltego</b>	An interactive data mining tool that renders graphs for link analysis. The tool is used in online investigations for finding relationships between pieces of information from various sources located on the internet.	19

Please let me know if you have any questions.

Thank you,

Michael

## 2023 Surveillance Impact Report Executive Overview

# Forward Looking Infrared Real-Time Video (FLIR)

(KCSO Helicopters)

Seattle Police Department

### SIR Versions:

- 2020 Surveillance Impact Report Executive Overview: Forward Looking Infrared Real-Time Video (FLIR) adopted by Ordinance 126341 on May 24, 2021.
- 2023 Surveillance Impact Report Executive Overview: Forward Looking Infrared Real-Time Video (FLIR)

February 1, 2023

Version 2



## Overview

**The Operational Policy statements in this document represent the only allowable uses of the equipment and data collected by this technology.**

This Executive Overview documents information about the collection, use, sharing, security and access controls for data that is gathered through Seattle Police Department's use of King County Sheriff's Office Helicopters featuring Forward Looking Infrared Real-Time Video (FLIR) technology. All information provided here is contained in the body of the full Surveillance Impact Review (SIR) document but is provided in a condensed format for easier access and consideration.

### 1.0 Technology Description

The King County Sheriff's Air Support Unit is the only full-time rotary-wing law enforcement aviation unit in Washington State. Three separate helicopters, one Bell 206B3 helicopter, one UH-1H "Huey," and one Bell 407, operate as Guardian One and Guardian Two. The capabilities of these aircraft include: forward looking infrared cameras (FLIR), 30-million candlepower "Night Sun" searchlights, Pro Net and LoJack radio tracking receivers, still and video cameras, and communications equipment for communicating with local, state, and federal law and firefighting agencies on their frequencies.

The Maple Leaf Helicopter Downlink facility houses the receiver, decoder, and IP encoder equipment necessary to allow SPD personnel to view live streamed video from the KCSO helicopters. The Downlink facility does not give SPD the capacity to record the live streamed video. KCSO helicopters do record audio and video of their operations, and SPD may request as evidence copies of those recordings, which SPD stores pursuant to using existing video evidence storage policies, including [SPD Policy 7.090 – Photographic Evidence](#).

The aerial vantage point created by the use of helicopters helps trained law enforcement personnel provide enhanced vision to locate and track the movement of crime suspects and disaster victims. The forward looking infrared (FLIR) camera technology housed within the Guardian One and Guardian Two helicopters provides a further enhanced picture of incident scenes by layering heat signatures of individuals and objects on top of the aerial video. The FLIR technology allows for subjects to be detected even when obscured by clouds, haze, or darkness.

Aerial video and infrared technology are tools that may be perceived as invasive to an individual's privacy, as they may be recorded without their knowledge or consent. SPD policy mitigates against the potential for inappropriate use. [SPD Policy 6.060 - Collection of Information for Law Enforcement Purposes](#) defines the way information will be gathered and recorded in a manner that does not unreasonably infringe upon: individual rights, liberties, and freedoms guaranteed by the Constitution of the United States and the State of Washington, including freedom of speech, press, association, and assembly; liberty of conscience; the exercise of religion.

## 2.0 Purpose

**Operational Policy:** The KCSO Helicopters and onboard FLIR technology respond only to SPD events in which the KCSA Air Unit deems air support is beneficial. SPD only receives and accesses information from the KCSO helicopters that is relevant to the incidents to which Guardian One or Guardian Two have responded. The video is requested as evidence from King County and stored using existing video evidence storage policies including [SPD Policy 7.090 – Photographic Evidence](#).

[SPD Policy 16.060 - King County Sheriff's Office Air Support Unit](#) governs the procedures and protocols associated with assistance of the KCSO ASU

The Guardian One and Guardian Two helicopters provide critical assistance to SPD units on the ground during incidents. The benefits include rapid response to crime or disaster scenes and give law enforcement personnel an enhanced bird's eye view of the situation. "At normal patrol speeds and altitudes, a helicopter can keep an object in view on the ground ten times longer than a ground officer moving at normal street patrol speeds."<sup>1</sup> While conventional night vision technology does augment the user's ability to locate subjects by enhancing visible light, FLIR systems are more effective because they provide images using the heat emitted by subjects and objects.

## 3.0 Data Collection and Use

**Operational Policy:** Recordings made by Guardian helicopters associated with SPD calls for service may be requested as video evidence from the King County Sheriff's Office, including FLIR video is needed for evidentiary or investigative purposes. These recordings are provided by the KCSO as digital files consistent with [SPD Policy 7.010](#) which governs the submission of evidence and requires that all collected evidence be documented in a GO Report. Per [SPD Policy 7.090 – Photographic Evidence](#), all video evidence not produced by SPD employees is submitted to the SPD Evidence Unit.

Recordings made by Guardian helicopters associated with SPD calls for service may be requested as video evidence from the King County Sheriff's Office, including FLIR video if needed for evidentiary or investigative purposes. These recordings are provided by the KCSO on evidence-grade DVD, USB drive, external hard drive or other physical media. . [SPD Policy 7.010](#) governs the submission of evidence and requires that all collected evidence be documented in a GO Report. Per [SPD Policy 7.090 – Photographic Evidence](#), all video evidence not produced by SPD employees is submitted to the SPD Evidence Unit. The SPD Evidence Unit stores the video in the Digital Evidence Management System (DEMS). The King County Sheriff's Office Air Support Unit does record audio and video of their operations and occasionally does release these recordings to the public, including video posted on their [YouTube channel](#).

## 4.0 Data Minimization & Retention

**Operational Policy:** SPD receives and accesses information from the KCSO helicopters that is relevant to the incidents to which Guardian One or Guardian Two have responded. The video is requested as evidence from King County and stored using existing video evidence storage

policies including [SPD Policy 7.090 – Photographic Evidence](#).

The Maple Leaf Downlink equipment is static and acts as a passthrough allowing SPD personnel to view the live feed of visual information. No data or images from the video downlink are recorded or stored by SPD.

The KCSO Helicopters and onboard FLIR technology respond only to SPD emergency events in which air support is beneficial. SPD receives and accesses information from the KCSO helicopters that is relevant to the incidents to which Guardian One or Guardian Two have responded. The video is requested as evidence from King County and stored using existing video evidence storage policies including [SPD Policy 7.090 – Photographic Evidence](#).

## 5.0 Access & Security

**Operational Policy:** SPD are consumers of the information provided by the KCSO Air Unit.

The Guardian One and Guardian Two helicopters and onboard FLIR cameras are operated by the King County Sheriff's Air Unit. When Guardian One is operational, the unit monitors SPD radio and advises SPD Communications when they are available to assist during active calls for service. SPD officers may also request air support assistance directly to Guardian One or through SPD Communications.

Recordings are provided by the KCSO on evidence-grade DVD, USB drive, external hard drive or other physical media. [SPD Policy 7.010](#) governs the submission of evidence and requires that all collected evidence be documented in a GO Report. Per [SPD Policy 7.090 – Photographic Evidence](#), all video evidence not produced by SPD employees is submitted to the SPD Evidence Unit. The SPD Evidence Unit stores the video in SPD's Evidence Management System.

### Access

The helicopter and FLIR technology are not directly operated by SPD personnel.

SPD are consumers of the information provided by the KCSO Air Unit. The Maple Leaf Downlink site allows SPD to view the video from the KCSO helicopters in real-time only. SPD does not record or save any video or images provided by this downlink.

Per [SPD Policy 16.060 - King County Sheriff's Office Air Support Unit](#), when Guardian One is operational, the unit monitors SPD radio and advises SPD Communications when they are available to assist during active calls for service.

SPD officers may also request air support assistance directly to Guardian One or through SPD Communications. "If Guardian One is off-duty, but their assistance is required for a police operation, a sergeant will screen the request and coordinate with Communications." If they respond to an SPD call, Guardian One and Guardian Two are documented as responding resources in the CAD event by SPD Communications.

## Security

Recordings made by Guardian helicopters associated with SPD calls for service are requested as video evidence from the King County Sheriff's Office, including FLIR video is needed for evidentiary or investigative purposes related to the investigation of a crime or missing person. These recordings are provided by the KCSO on evidence-grade DVD, USB drive, external hard drive or other physical media. [SPD Policy 7.010](#) governs the submission of evidence and requires that all collected evidence be documented in a GO Report. Per [SPD Policy 7.090 – Photographic Evidence](#), all video evidence not produced by SPD employees is submitted to the SPD Evidence Unit. The SPD Evidence Unit stores the video in the Digital Evidence Management System (DEMS).

SPD policy contains multiple provisions to avoid improperly collecting data. [SPD Policy 7.010](#) governs the submission of evidence and requires that all collected evidence be documented in a GO Report. Per [SPD Policy 7.090 – Photographic Evidence](#), all video evidence not produced by SPD employees is submitted to the SPD Evidence Unit. The SPD Evidence Unit stores the video in the CJIS certified Digital Evidence Management System (DEMS).

## 6.0 Data Sharing and Accuracy

**Operational Policy: Video may be shared with outside entities in connection with criminal prosecutions and pursuant to the Washington Public Records Act.**

Video may be shared with outside entities in connection with criminal prosecutions:

- Seattle City Attorney's Office
- King County Prosecuting Attorney's Office
- King County Department of Public Defense
- Private Defense Attorneys
- Seattle Municipal Court
- King County Superior Court
- Similar entities where prosecution is in Federal or other State jurisdictions

Video may be made available to requesters pursuant to the Washington Public Records Act, [Chapter 42.56 RCW](#) ("PRA"). SPD will apply applicable exemptions to the data before disclosing to a requester. Individuals have the right to inspect criminal history record information maintained by the department ([RCW 10.97.030](#), [SPD Policy 12.050](#)). Individuals can access their own information by submitting a public disclosure request.

Sharing of video information may be necessary for prosecution or to comply with requests pursuant to public records requests.

## 7.0 Equity Concerns

**Operational Policy:** [SPD Policy 5.140](#) forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures.

**Per [SPD Policy 16.060 - King County Sheriff's Office Air Support Unit](#), determining events in which aerial support would be beneficial is based on the particular event situation and the availability of the King County Air Support Unit.**

Inherent in video obtained from an aerial platform such as Guardian One and Guardian Two with FLIR camera systems is the risk that private information may be obtained about 3rd parties. While the FLIR camera system can detect and record heat sources inside some structures, it is not able to peer inside homes or other buildings. Though the high definition color cameras mounted on the KCSO helicopters is able to discern individual characteristics, the FLIR camera system video does not capture even the most generic of identifiable individual characteristics such as race, age, or gender.

The mission of the Seattle Police Department is to prevent crime, enforce the law, and support quality public safety by delivering respectful, professional and dependable police services. A potential civil liberties concern is that the SPD would over-surveil vulnerable or historically targeted communities, deploying Guardian One to diverse neighborhoods more often than to other areas of the City. [SPD Policy 5.140](#) forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures. Determining events in which aerial support would be beneficial is based on the particular event situation and the availability of the King County Air Support Unit.

The Aspen Institute on Community Change defines structural racism as “...public policies, institutional practices, cultural representations and other norms [which] work in various, often reinforcing ways to perpetuate racial group inequity.” Data sharing has the potential to be a contributing factor to structural racism and thus creating a disparate impact on historically targeted communities. In an effort to mitigate this possibility, SPD has established policies regarding the dissemination of data in connection with criminal prosecutions, Washington Public Records Act ([Chapter 42.56 RCW](#)), and other authorized researchers.

Further, [SPD Policy 5.140](#) forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures.

Information collected by Guardian One and Guardian Two cameras, including the FLIR camera system, is shared only with outside entities in connection with criminal prosecutions or in compliance with public records requests pursuant to the Washington Public Records Act, [Chapter 42.56 RCW](#) (“PRA”). SPD will apply applicable exemptions to the data before disclosing to a requester.

Like decisions around data sharing, data storage and retention have similar potential for disparate impact on historically targeted communities. [SPD Policy 5.140](#) forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures.

## **SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Seattle Police Department	Heather Marx	Sarah Burtner Jennifer Devore

*\* 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 surveillance technology implementation; authorizing approval of uses and accepting the 2023 updated surveillance impact report and 2023 executive overview for the Seattle Police Department's use of Forward Looking Infrared Real-Time Video.

**Summary and Background of the Legislation:** The original Surveillance Impact Report (SIR) for the Forward Looking Infrared Real-Time Video (FLIR) retroactive technology was adopted by the City Council on May 24, 2021. Subsection 14.18.020.F of the Seattle Municipal Code (SMC) states that "[a]ny material update to an SIR, such as to change the purpose or manner in which a surveillance technology may be used, shall be by ordinance." SPD purchasing and ordering equipment to allow for live viewing of the King County Sheriff's Office helicopters video feed qualifies as a material update, requiring legislation to approve an updated SIR.

### **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.

**Are there financial costs or other impacts of *not* implementing the legislation?** Per the Surveillance Ordinance, the City department may continue use of the technology as described in the initial SIR absent a material change to the SIR. Thus, there are no financial costs that would result from not implementing the legislation. A decision not to implement the legislation could affect SPD's role as the regional UASI grant lead and would mean that SPD units would not be able to view the FLIR infrared video in real time and would continue to have the video narrated by helicopter pilots.

#### 4. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?**  
This legislation does not affect other departments. The technology under review is used exclusively by the Seattle Police Department.
- b. **Is a public hearing required for this legislation?**  
A public hearing is not required for this legislation.
- c. **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**  
No publication of notice is required for this legislation.
- d. **Does this legislation affect a piece of property?**  
This legislation does not affect a piece of property.
- e. **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?**  
The Surveillance Ordinance in general is designed to address civil liberties and disparate community impacts of surveillance technologies. The Surveillance Impact Review included in the attachments, as required by the Surveillance Ordinance, includes a Racial Equity Toolkit review adapted for this purpose.
- f. **Climate Change Implications**
1. **Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?**  
No.
  2. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**  
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)?**  
There is no new initiative or programmatic expansion associated with this legislation. It approves the continuation of use for the specific technology under review.

Amendment A to CB 120518 – FLIR SIR Material Change

Councilmember Herbold

*Helicopter Identification Numbers*

**Effect:** Requests that SPD maintain in its operational policies a current list of the identification (tail) numbers of the King County Sheriff's Office helicopters used to deploy Forward Looking Infrared Real-Time Video and reference that list in its updated 2023 SIR.

Insert a new Section after Section 2 of Council Bill 120518 as follows and renumber subsequent sections as appropriate:

Section X. The Council requests the Seattle Police Department (SPD) to maintain in its operational policies a current list of the identification numbers, sometimes referred to as tail numbers, of the King County Sheriff's Office helicopters used to deploy Forward Looking Infrared Real-Time Video and to administratively update the 2023 Surveillance Impact Report to reference that publicly available list.

## 202~~30~~ Surveillance Impact Report

# Forward Looking Infrared Real-Time Video (FLIR) (KCSO Helicopters)

Seattle Police Department

### SIR Versions:

- 2020 Surveillance Impact Report: Forward Looking Infrared Real-Time Video (FLIR) adopted by Ordinance 126341 on May 24, 2021.
- 2023 Surveillance Impact Report: Forward Looking Infrared Real-Time Video (FLIR)

~~April 13<sup>th</sup>, 2021~~ February 1, 2023

Version ~~24~~

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# Surveillance Impact Report (“SIR”) overview

## About the Surveillance Ordinance

The Seattle City Council passed ordinance [125376](#), also referred to as the “Surveillance Ordinance”, on September 1, 2017. This ordinance has implications for the acquisition of new technologies by the City, and technologies that are already in use that may fall under the new, broader definition of surveillance.

SMC 14.18.020.B.1 charges the City’s executive with developing a process to identify surveillance technologies subject to the ordinance. Seattle IT, on behalf of the executive, developed and implemented a process through which a privacy and surveillance review is completed prior to the acquisition of new technologies. This requirement, and the criteria used in the review process, are documented in Seattle IT Policy PR-02, the “Surveillance Policy”.

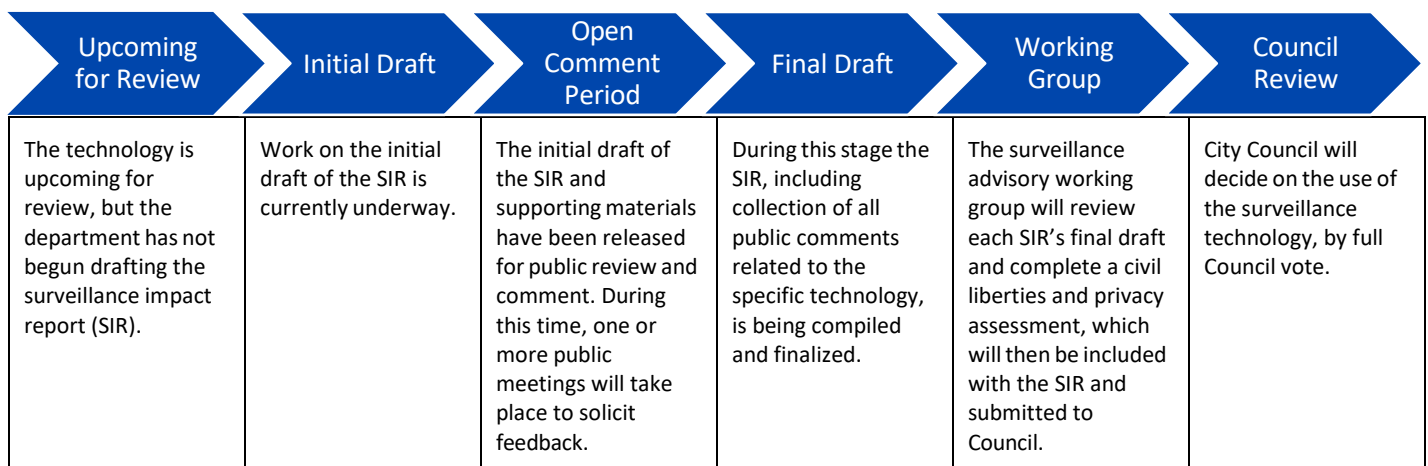
## How this Document is Completed

This document is completed by the requesting department staff, support and coordinated by the Seattle Information Technology Department (“Seattle IT”). As Seattle IT and department staff complete the document, they should keep the following in mind.

1. Responses to questions should be in the text or check boxes only; all other information (questions, descriptions, etc.) Should **not** be edited by the department staff completing this document.
2. All content in this report will be available externally to the public. With this in mind, avoid using acronyms, slang, or other terms which may not be well-known to external audiences. Additionally, responses should be written using principally non-technical language to ensure they are accessible to audiences unfamiliar with the topic.

## Surveillance Ordinance Review Process

The following is a high-level outline of the complete SIR review process.



# Privacy Impact Assessment

## Purpose

A Privacy Impact Assessment (“PIA”) is a method for collecting and documenting detailed information collected in order to conduct an in-depth privacy review of a program or project. A PIA asks questions about the collection, use, sharing, security and access controls for data that is gathered using a technology or program. It also requests information about policies, training and documentation that govern use of the technology. The PIA responses are used to determine privacy risks associated with a project and mitigations that may reduce some or all of those risks. In the interests of transparency about data collection and management, the City of Seattle has committed to publishing all PIAs on an outward facing website for public access.

## When is a Privacy Impact Assessment Required?

A PIA may be required in two circumstances.

- 1) When a project, technology, or other review has been flagged as having a high privacy risk.
- 2) When a technology is required to complete the surveillance impact report process. This is one deliverable that comprises the report.

## 1.0 Abstract

### 1.1 Please provide a brief description (one paragraph) of the purpose and proposed use of the project/technology.

The King County Sheriff’s Office (KCSO) Air Support Unit is the only full-time rotary-wing law enforcement aviation unit in Washington State. Three separate helicopters, one Bell 206B3 helicopter, one UH-1H “Huey,” and one Bell 407, operate as Guardian One and Guardian Two. The Air Support Unit operates throughout King County and is available to assist the Seattle Police Department at no charge through the Puget Sound Regional Aviation Project, a consortium made up of members from sheriff’s offices in King, Snohomish, Pierce and Kitsap counties as well as Seattle Police and Fire departments, Pierce County Fire Districts, Washington State Patrol, the Department of Emergency Management in Pierce County, the Washington State Department of Ecology, Coast Guard, Navy, and the National Park Service. Guardian One offers air support for patrol and specialized police missions. Guardian Two offers support predominately for search and rescue. These helicopters are equipped with color and forward looking infrared (FLIR) cameras and 30 million-candle power spotlights that enable the location of suspects or disaster victims in darkness or environmental cover.

The Air Support Unit (KCSO) monitors several SPD communication frequencies and if available to assist, advises SPD communications that Guardian One is available to support. In life safety or other serious crime incidents where air support would be beneficial SPD sergeants and or higher ranked personnel may request the assistance of the Air Support Unit. Guardian Two is available as a call-out resource in the event of a significant incident.

## 1.2 Explain the reason the project/technology is being created or updated and why the PIA is required.

The aerial vantage point created by the use of helicopters helps trained law enforcement personnel provide enhanced vision to locate and track the movement of crime suspects and disaster victims. The forward looking infrared (FLIR) camera technology housed within the Guardian One and Guardian Two helicopters provides a further enhanced picture of incident scenes by layering heat signatures of individuals and objects on top of the aerial video. The FLIR technology allows for subjects to be detected even when obscured by clouds, haze, or darkness.

Aerial video and infrared technology are tools that may be perceived as invasive to an individual's privacy, as they may be recorded without their knowledge or consent. SPD policy mitigates against the potential for inappropriate use. [SPD Policy 6.060 - Collection of Information for Law Enforcement Purposes](#) defines the way information will be gathered and recorded in a manner that does not unreasonably infringe upon: individual rights, liberties, and freedoms guaranteed by the Constitution of the United States and the State of Washington, including freedom of speech, press, association, and assembly; liberty of conscience; the exercise of religion.

## 2.0 Project / Technology Overview

Provide an overview of the project or technology. The overview gives the context and background necessary to understand the purpose, mission and justification for the project / technology proposed

### 2.1 Describe the benefits of the project/technology.

The Guardian One and Guardian Two helicopters provide critical assistance to SPD units on the ground during incidents. The benefits include rapid response to crime or disaster scenes and give law enforcement personnel an enhanced bird's eye view of the situation. "At normal patrol speeds and altitudes, a helicopter can keep an object in view on the ground ten times longer than a ground officer moving at normal street patrol speeds."<sup>1</sup> While conventional night vision technology does augment the user's ability to locate subjects by enhancing visible light, FLIR systems are more effective because they provide images using the heat emitted by subjects and objects.

### 2.2 Provide any data or research demonstrating anticipated benefits.

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<sup>1</sup> <https://kingcounty.gov/depts/sheriff/about-us/enforcement/specialized/helicopter.aspx>

[https://www.fema.gov/media-library-data/1464299940004-16fc65457742f7d9a9fd62ae52ec9985/NorthWestRegionalAviation\\_FINAL\\_508.pdf](https://www.fema.gov/media-library-data/1464299940004-16fc65457742f7d9a9fd62ae52ec9985/NorthWestRegionalAviation_FINAL_508.pdf)

Provides information about Northwest Regional Avion consortium, the challenges faced in the geographical area, and the response to the 2014 SR530 mudslide near Oso, WA. This document also describes the ways in which the Seattle Urban Area Security Initiative, which includes Guardian One and Two operations, provide search and rescue operations, assists with criminal manhunts, and enhances port security, and is an important asset in the response to a variety of threats and hazards.

Alpert, G. and MacDonald, J. (1997). Helicopters and Their Use in Police Pursuit: A Final Report to the National Institute of Justice, Department of Justice.  
<https://www.ncjrs.gov/pdffiles1/Digitization/171376NCJRS.pdf>

An analysis of the use of helicopters in police pursuit operations used data from observations and empirical analyses of the aviation units in the Baltimore and Metro-Dade (Fla.) Police Departments and a survey of citizen attitudes; the study concluded that helicopters provide a useful and important service to police and to the pursuit function. The best advantage a helicopter can provide to police is the information aerial vantage points can deliver. Additionally, the speed and relatively unobstructed mobility of helicopter support is a major benefit in pursuit of a fleeing suspect or during a search and rescue operation.

## 2.3 Describe the technology involved.

The King County Sheriff's Air Support Unit is the only full-time rotary-wing law enforcement aviation unit in Washington State. Three separate helicopters, one Bell 206B3 helicopter, one UH-1H "Huey," and one Bell 407, operate as Guardian One and Guardian Two. The capabilities of these aircraft include: forward looking infrared cameras (FLIR), 30-million candlepower "Night Sun" searchlights, Pro Net and LoJack radio tracking receivers, still and video cameras, and communications equipment for communicating with local, state, and federal law and firefighting agencies on their frequencies. The Maple Leaf Helicopter Downlink facility houses the receiver, decoder, and IP encoder equipment necessary to allow SPD personnel to view live streamed video from the KCSO helicopters. The Downlink facility does not give SPD the capacity to record the live streamed video. There are no saved recordings. KCSO helicopters do record audio and video of their operations, and SPD may request as evidence copies of those recordings, which SPD stores pursuant to existing video evidence storage policies, including SPD Policy 7.090 – Photographic Evidence.

Below are examples from the FLIR camera system mounted on Guardian One:



Example 2: A closer view of a residential structure illustrating Guardian One FLIR camera



## 2.4 Describe how the project or use of technology relates to the department's mission.

The mission of the Seattle Police Department is to prevent crime, enforce the law, and support quality public safety by delivering respectful, professional, and dependable police services. King County Sheriff's Air Support Unit supports this mission by providing air support for patrol, specialized police missions, and search and rescue operations when aerial operations would benefit the SPD resources on the ground.

## 2.5 Who will be involved with the deployment and use of the project / technology?

King County Sheriff's Air Support Unit is operated by the King County Sheriff's Office and is available to assist the Seattle Police Department at no charge through the Puget Sound Regional Aviation Project and the Seattle Urban Area Security Initiative (UASI). Per [SPD Policy 16.060 - King County Sheriff's Office Air Support Unit](#), when Guardian One is operational, the unit monitors SPD radio and advises SPD Communications when they are available to assist during active calls for service.

SPD officers may also request air support assistance directly to Guardian One or through SPD Communications. Per [SPD Policy 16.060](#), "If Guardian One is off-duty, but their assistance is required for a police operation, a[n SPD] sergeant will screen the request and coordinate with Communications."

## 3.0 Use Governance

Provide an outline of any rules that will govern the use of the project / technology. Please note: non-City entities contracting with the City are bound by restrictions specified in the surveillance ordinance and

privacy principles and must provide written procedures for how the entity will comply with any restrictions identified.

**3.1 Describe the processes that are required prior to each use, or access to/ of the project / technology, such as a notification, or check-in, check-out of equipment.**

Per [SPD Policy 16.060 - King County Sheriff's Office Air Support Unit](#), when Guardian One is operational, the unit monitors SPD radio and advises SPD Communications when they are available to assist during active calls for service.

SPD officers may also request air support assistance directly to Guardian One or through SPD Communications. "If Guardian One is off-duty, but their assistance is required for a police operation, a sergeant will screen the request and coordinate with Communications." If they respond to an SPD call, Guardian One and Guardian Two are documented as responding resources in the CAD event by SPD Communications.

**3.2 List the legal standards or conditions, if any, that must be met before the project / technology is used.**

While no legal standards must be met prior to use of the technology, there are conditions and policy governing standard operating procedure for SPD.

The King County Sheriff's Office Air Support Unit monitors SPD radio frequencies and offers assistance to SPD based on availability and appropriateness of response. [SPD Policy 16.060 - King County Sheriff's Office Air Support Unit](#) states that patrol officers may request support from the Air Support Unit during an incident where it is determined air support would be beneficial, such as when there is a safety concern. When the Air Support Unit is off duty the request must be screened by sergeant or higher ranked personnel.

[During 2021, Guardian One responded 26 times to SPD events.](#)

**3.3 Describe the policies and training required of all personnel operating the project / technology, and who has access to ensure compliance with use and management policies.**

The helicopter and FLIR technology are not ~~directly~~ operated by SPD personnel.

SPD Supervisors and commanding officers are responsible for ensuring compliance with all applicable policies.

All SPD employees must adhere to laws, City policy, and Department Policy ([SPD Policy 5.001](#)), and any employees suspected of being in violation of laws or policy or other misconduct are subject to discipline, as outlined in [SPD Policy 5.002](#).

## 4.0 Data Collection and Use

Provide information about the policies and practices around the collection and use of the data collected.

### 4.1 Provide details about what information is being collected from sources other than an individual, including other IT systems, systems of record, commercial data aggregators, publicly available data and/or other City departments.

The Maple Leaf Downlink equipment is static and acts as a passthrough allowing SPD personnel to view the live feed of visual information. No data or images from the video downlink are recorded or stored by SPD. SPD may request as evidence copies of video or audio recordings made by KCSO helicopters, which SPD stores pursuant to existing video evidence storage policies, including SPD Policy 7.090 – Photographic Evidence.

### 4.2 What measures are in place to minimize inadvertent or improper collection of data?

The KCSO Helicopters and onboard FLIR technology respond only to SPD emergency events in which air support is beneficial. SPD only receives and accesses information from the KCSO helicopters that is relevant to the incidents to which Guardian One or Guardian Two have responded. The Maple Leaf Downlink equipment is static and acts as a passthrough allowing SPD personnel to view the live feed of visual information. No data or images from the video downlink are stored by SPD.

The video is requested as evidence from King County and stored using existing video evidence storage policies including [SPD Policy 7.090 – Photographic Evidence](#).

### 4.3 How and when will the project / technology be deployed or used? By whom? Who will determine when the project / technology is deployed and used?

Per [SPD Policy 16.060 - King County Sheriff's Office Air Support Unit](#), when Guardian One is operational, the unit monitors SPD radio and advises SPD Communications when they are available to assist during active calls for service. SPD officers may also request air support assistance directly to Guardian One or through SPD Communications. The SPD policy states, "If Guardian One is off-duty, but their assistance is required for a police operation, a sergeant will screen the request and coordinate with Communications." If they respond to an SPD call, Guardian One and Guardian Two are documented as responding resources in the CAD event by SPD Communications.

The most common type of event in which Guardian One participated with SPD in 2018 was Robbery (8 events), followed by Automotive- including theft and recovery (7 events), Assault (6 events), and Burglary (6 events). Other event types include Domestic Violence, Kidnapping/Abduction, Prowler, Traffic Violations, Warrant Services, Weapons, Person-including missing, found, and runaway, Suspicious Person/Object, and Theft<sup>2</sup>.

<sup>2</sup> Call type is based on the Case Final Type led in SPD's CAD system for the 45 events in which Guardian One responded.

#### 4.4 How often will the technology be in operation?

The Air Support Unit operates six days per week and averages 1200 hours of flight time [in the region](#) annually [for all agencies](#). [In 2021, Guardian One responded to 26 SPD events.](#)

~~In 2018, Guardian One responded to 45 SPD events.~~ Guardian Two did not dispatch to any SPD calls for service.

#### 4.5 What is the permanence of the installation? Is it installed permanently, or temporarily?

Established in 2001, the King County Sheriff's Air Unit has been a model for regionalized aviation support for law enforcement and emergency services.

#### 4.6 Is a physical object collecting data or images visible to the public? What are the markings to indicate that it is in use? What signage is used to determine department ownership and contact information?

The King County Sheriff's Air Unit helicopters are marked and easily identifiable as law enforcement aircraft to the untrained eye. The FLIR camera system is permanently affixed to the helicopter, however it is not identifiable to the public. The Guardian helicopters and FLIR cameras do not belong to SPD, but rather are county resources available to assist when available.

#### 4.7 How will data that is collected be accessed and by whom?

~~The only information relayed to SPD during the Unit operation is radio transmission from the Air Support Unit. Though the~~ KCSO helicopters have a real-time microwave video downlink capable of transmitting video of ongoing events to units on the ground, ~~SPD does not utilize this function.~~ [The Maple Leaf Downlink site allows SPD to view the video from the KCSO helicopters in real-time only. SPD does not record or save any video or images provided by this downlink.](#) Recordings made by Guardian helicopters associated with SPD calls for service are regularly requested as video evidence from the King County Sheriff's Office, including FLIR video is needed for evidentiary or investigative purposes. These recordings are provided by the KCSO ~~on on evidence-grade DVD, USB drive, external hard drive or other physical media~~ [high-quality evidence-grade DVD as digital files consistent with SPD Policy 7.010 which](#) governs the submission of evidence and requires that all collected evidence be documented in a GO Report. Per [SPD Policy 7.090 – Photographic Evidence](#), all video evidence not produced by SPD employees is submitted to the SPD Evidence Unit. The SPD Evidence Unit stores the video [in SPD's Evidence Management System](#) ~~in the Digital Evidence Management System (DEMS).~~ The King County Sheriff's Office Air Support Unit does record audio and video of their operations and occasionally does release these recordings to the public, including video posted on their [YouTube channel](#).

#### 4.8 If operated or used by another entity on behalf of the City, provide details about access, and applicable protocols.

The Guardian One and Guardian Two helicopters and onboard FLIR cameras are operated by the King County Sheriff's Air Unit. When Guardian One is operational, the unit monitors SPD radio and advises SPD Communications when they are available to assist during active calls for service. SPD officers may also request air support assistance directly to Guardian One or through SPD Communications.

#### 4.9 What are acceptable reasons for access to the equipment and/or data collected?

The use of helicopter air support and onboard FLIR cameras are an indispensable resource for law enforcement and search and rescue operations. Per [SPD Policy 16.060 - King County Sheriff's Office Air Support Unit](#) Per [SPD Policy 16.060 - King County Sheriff's Office Air Support Unit](#), "Guardian One offers air support for patrol and specialized missions. Per [SPD Policy 16.060 - King County Sheriff's Office Air Support Unit](#), "Guardian One offers air support for patrol and specialized missions. Guardian Two offers air support for special operations such as search and rescue (SAR) and tactical missions." SPD requests air support to assist with locating missing children and vulnerable adults as well as to support patrol operations such as locating a suspects in dark or obscured terrain. When necessary and pertinent to a specific investigation, SPD investigators may request video from KCSO's Air Unit. This is only done when the video will be entered as case evidence in the investigation of a crime or missing person.

#### 4.10 What safeguards are in place, for protecting data from unauthorized access (encryption, access control mechanisms, etc.) And to provide an audit trail (viewer logging, modification logging, etc.)?

SPD are consumers of the information provided by the KCSO Air Unit and do not maintain the systems used to collect this information. The Maple Leaf Downlink site allows SPD to view the video from the KCSO helicopters in real-time only. SPD does not record or save any video or images. .provided by this downlink.

## 5.0 Data storage, retention and deletion

### 5.1 How will data be securely stored?

The Maple Leaf Downlink site allows SPD to view the video from the KCSO helicopters in real-time only. SPD does not record or save any video or images provided by this downlink.

Recordings made by Guardian helicopters associated with SPD calls for service are requested as video evidence from the King County Sheriff's Office, including FLIR video is needed for evidentiary or investigative purposes related to the investigation of a crime or missing person. These recordings are provided by the KCSO ~~on high quality evidence-grade DVD as digital files consistent with~~. [SPD Policy 7.010](#) ~~which~~ governs the submission of evidence and requires that all collected evidence be documented in a GO Report. Per [SPD Policy 7.090 – Photographic Evidence](#), all video evidence not produced by SPD employees is submitted to the SPD Evidence Unit. The SPD Evidence Unit stores the video in ~~the Digital Evidence Management System (DEMS)~~ [SPD's Evidence Management System](#).

SPD policy contains multiple provisions to avoid improperly collecting data. [SPD Policy 7.010](#) governs the submission of evidence and requires that all collected evidence be documented in a GO Report. Per [SPD Policy 7.090 – Photographic Evidence](#), all video evidence not produced by SPD employees is submitted to the SPD Evidence Unit. ~~The SPD Evidence Unit stores the video in the CJS-certified Digital Evidence Management System (DEMS).~~

## 5.2 How will the owner allow for departmental and other entities, to audit for compliance with legal deletion requirements?

SPD's Audit, Policy and Research Section (APRS) can conduct an audit of any system, including DEMS, at any time. In addition, the Office of Inspector General and the federal monitor can access all data and audit for compliance at any time.

## 5.3 What measures will be used to destroy improperly collected data?

SPD policy contains multiple provisions to avoid improperly collecting data. [SPD Policy 7.010](#) governs the submission of evidence and requires that all collected evidence be documented in a GO Report. [SPD Policy 7.090](#) specifically governs the collection and submission of photographic evidence. Evidence is submitted to the Evidence Unit and associated with a specific [General Offense Number](#). ~~GO Number and investigation.~~

Additionally, [SPD Policy 5.140](#) forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures.

All SPD employees must adhere to laws, City policy, and Department Policy ([SPD Policy 5.001](#)), and any employees suspected of being in violation of laws or policy or other misconduct are subject to discipline, as outlined in [SPD Policy 5.002](#).

Per the CJIS Security Policy:

“5.8.3 Digital Media Sanitization and Disposal The agency shall sanitize, that is, overwrite at least three times or degauss digital media prior to disposal or release for reuse by

unauthorized individuals. Inoperable digital media shall be destroyed (cut up, shredded, etc.). The agency shall maintain written documentation of the steps taken to sanitize or destroy electronic media. Agencies shall ensure the sanitization or destruction is witnessed or carried out by authorized personnel.

5.8.4 ~~Disposal of Physical Media~~ Physical media shall be securely disposed of when no longer required, using formal procedures. Formal procedures for the secure disposal or destruction of physical media shall minimize the risk of sensitive information compromise by unauthorized individuals. Physical media shall be destroyed by shredding or incineration. Agencies shall ensure the disposal or destruction is witnessed or carried out by authorized personnel.”

#### **5.4 Which specific departmental unit or individual is responsible for ensuring compliance with data retention requirements?**

Unit supervisors are responsible for ensuring compliance with data retention requirements within SPD. Audit, Policy & Research Section personnel can also conduct audits of all data collection software and systems. Additionally, any appropriate auditor, including the Office of Inspector General and the federal monitor can audit for compliance at any time.

## **6.0 Data Sharing and Accuracy**

#### **6.1 Which entity or entities inside and external to the City will be data sharing partners?**

~~No person, outside of SPD has direct access to the video information provided to SPD by the King County Air Unit once it has been received by SPD.~~

Video may be shared with outside entities in connection with criminal prosecutions:

- Seattle City Attorney’s Office
- King County Prosecuting Attorney’s Office
- King County Department of Public Defense
- Private Defense Attorneys
- Seattle Municipal Court
- King County Superior Court
- Similar entities where prosecution is in Federal or other State jurisdictions

Video may be made available to requesters pursuant to the Washington Public Records Act, [Chapter 42.56 RCW](#) (“PRA”). SPD will apply applicable exemptions to the data before disclosing to a requester. Individuals have the right to inspect criminal history record information maintained by the department ([RCW 10.97.030](#), [SPD Policy 12.050](#)). Individuals can access their own information by submitting a public disclosure request.

#### **6.2 Why is data sharing necessary?**

Sharing of video information may be necessary for prosecution or to comply with requests pursuant to public records requests.

### 6.3 Are there any restrictions on non-City data use?

Yes ☒ No ☐

#### 6.3.1 if you answered yes, provide a copy of the department's procedures and policies for ensuring compliance with these restrictions.

Law enforcement agencies receiving criminal history information are subject to the requirements of 28 CFR Part 20, regulating criminal justice information systems. In addition, Washington State law enforcement agencies are subject to the provisions of [WAC 446-20-260](#) (auditing and dissemination of criminal history record information systems), and [RCW Chapter 10.97](#) (Washington State Criminal Records Privacy Act).

Once disclosed in response to PRA request, there are no restrictions on non-City data use; however, applicable exemptions will be applied prior to disclosure to any requestor who is not authorized to receive exempt content.

**6.4 how does the project/technology review and approve information sharing agreements, memorandums of understanding, new uses of the information, new access to the system by organizations within City of Seattle and outside agencies?**

Research agreements must meet the standards reflected in [SPD Policy 12.055](#). Law enforcement agencies receiving criminal history information are subject to the requirements of [28 CFR Part 20](#) whose purpose it is “to assure that criminal history record information wherever it appears is collected, stored, and disseminated in a manner to ensure the accuracy, completeness, currency, integrity, and security of such information and to protect individual privacy”. In addition, Washington State law enforcement agencies are subject to the provisions of [WAC 446-20-260](#), and [RCW Chapter 10.97](#).

**6.5 Explain how the project/technology checks the accuracy of the information collected. If accuracy is not checked, please explain why.**

The video recorded by Guardian One and Guardian Two, including the video recorded by the FLIR camera system, is real-time video recorded during the helicopter’s response to a law enforcement or search and rescue event.

**6.6 describe any procedures that allow individuals to access their information and correct inaccurate or erroneous information.**

Individuals may request records pursuant to the PRA, and individuals have the right to inspect criminal history record information maintained by the department ([RCW 10.97.030](#), [SPD Policy 12.050](#)). Individuals can access their own information by submitting a public disclosure request.

## **7.0 Legal obligations, risks and compliance**

**7.1 What specific legal authorities and/or agreements permit and define the collection of information by the project/technology?**

[RCW 9.73.090](#) allows sound and video images to be recorded by cameras mounted in law enforcement vehicles.

**7.2 Describe what privacy training is provided to users either generally or specifically relevant to the project/technology.**

[SPD Policy 12.050](#) mandates that all employees receive Security Awareness Training (Level 2), and all employees also receive City Privacy Training. All SPD employees must adhere to laws, City policy, and Department Policy ([SPD Policy 5.001](#)), many of which contain specific privacy requirements. Any employees suspected of being in violation of laws or policy or other misconduct are subject to discipline, as outlined in [SPD Policy 5.002](#).

**7.3 Given the specific data elements collected, describe the privacy risks identified and for each risk, explain how it was mitigated. Specific risks may be inherent in the sources or methods of collection, or the quality or quantity of information included.**

The nature of the Department's mission will inevitably lead it to collect and maintain information many may believe to be private and potentially embarrassing. Inherent in video obtained from an aerial platform such as Guardian One and Guardian Two with FLIR camera systems is the risk that private information may be obtained about members of the public. Minimizing privacy risks revolve around disclosure of personally identifiable information by such actives as redacting released video and information and by keeping detailed records of all information released. Images and video obtained by SPD from the KCSO's Air Unit are considered evidence and the same precautions used to protect other case evidence applies.

[SMC 14.12](#) and [SPD Policy 6.060](#) direct all SPD personnel that "any documentation of information concerning a person's sexual preferences or practices, or their political or religious activities must be for a relevant reason and serve a legitimate law enforcement purpose." Additionally, officers must take care "when photographing demonstrations or other lawful political activities. If demonstrators are not acting unlawfully, police can't photograph them."

Further, [SPD Policy 5.140](#) forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures.

**7.4 Is there any aspect of the project/technology that might cause concern by giving the appearance to the public of privacy intrusion or misuse of personal information?**

Inherent in video obtained from an aerial platform such as Guardian One and Guardian Two with FLIR camera systems is the risk that private information may be obtained about members of the public. The FLIR camera system can pose additional concern to the public about potential for privacy intrusion based on the misconception that the camera can record people and objects inside homes and other structures. As seen in the provided screen captures of FLIR recordings above, heat from homes and other structures can be seen in the image but the FLIR camera on the Guardian helicopters can not see through obstructions like walls and roofs.

## **8.0 Monitoring and enforcement**

**8.1 Describe how the project/technology maintains a record of any disclosures outside of the department.**

Per [SPD Policy 12.080](#), the Crime Records Unit is responsible to receive and record all requests “for General Offense Reports from other City departments and from other law enforcement agencies, as well as from insurance companies.” Any subpoenas and requests for public disclosure are logged by SPD’s Legal Unit. Any action taken, and data released subsequently in response to subpoenas is then tracked through a log maintained by the Legal Unit. Public disclosure requests are tracked through the City’s GovQA Public Records Response System, and responses to Public Disclosure Requests, including responsive records provided to a requestor, are retained by SPD for two years after the request is completed

**8.2 What auditing measures are in place to safeguard the information, and policies that pertain to them, as well as who has access to the audit data? Explain whether the project/technology conducts self-audits, third party audits or reviews.**

SPD’s Audit, Policy and Research Section is authorized to conduct audits of all investigative data collection software and systems, including DEMS. In addition, the Office of Inspector General and the federal monitor can conduct audits of the software, and its use, at any time. Audit data is available to the public via Public Records Request.

## Financial Information

### Purpose

This section provides a description of the fiscal impact of the surveillance technology, as required by the surveillance ordinance.

### 1.0 Fiscal Impact

Provide a description of the fiscal impact of the project/technology by answering the questions below.

#### 1.1 Current or potential sources of funding: initial acquisition costs.

Current ☐ potential ☐

Date of initial acquisition	Date of go live	Direct initial acquisition cost	Professional services for acquisition	Other acquisition costs	Initial acquisition funding source
NA					

Notes:

The Air Support Unit operates throughout King County and is available to assist the Seattle Police Department at no charge through the Puget Sound Regional Aviation Project, a consortium made up of members from sheriff's offices in King, Snohomish, Pierce and Kitsap counties as well as Seattle Police and Fire departments, Pierce County Fire Districts, Washington State Patrol, the Pierce County Department of Emergency Management, state Department of Ecology, Coast Guard, Navy, and the National Park Service.

## 1.2 Current or potential sources of funding: on-going operating costs, including maintenance, licensing, personnel, legal/compliance use auditing, data retention and security costs.

Current ☐ potential ☐

Annual maintenance and licensing	Legal/compliance, audit, data retention and other security costs	Department overhead	IT overhead	Annual funding source

Notes:

N/A

## 1.3 Cost savings potential through use of the technology

Helicopter air support units can potentially cost \$200,000 per year, per the Snohomish County Sheriff's Office Air Support Unit Budget. SPD's agreement allowing cost-free support from the King County Sheriff's Office Air Support Unit negates the need for SPD to host its own air unit.

## 1.4 Current or potential sources of funding including subsidies or free products offered by vendors or governmental entities

SPD's participation in the Puget Sound Regional Aviation Project consortium allows cost-free support from the King County Sheriff's Office Air Support Unit.

# Expertise and References

## Purpose

The following information is provided to ensure that Council has a group of experts to reference while reviewing the completed surveillance impact report ("SIR"). Any individuals or agencies referenced must be made aware ahead of publication that their information has been included. All materials must be available for Council to access or review, without requiring additional purchase or contract.

## 1.0 Other Government References

**1.1 Please list any other government bodies that have implemented this technology and can speak to the implementation of this technology.**

Agency, municipality, etc.	Primary contact	Description of current use
Auburn, WA Police Dept		
Bellevue, WA Police Dept		
Kent, WA Police Dept		

## 2.0 Academics, Consultants, and Other Experts

**2.1 Please list any experts in the technology under consideration, or in the technical completion of the service or function the technology is responsible for.**

Agency, municipality, etc.	Primary contact	Description of current use

## 3.0 White Papers or Other Documents

**3.1 Please list any authoritative publication, report or guide that is relevant to the use of this technology or this type of technology.**

Title	Publication	Link
"Today's Thermal Imaging Systems: Background and Applications for Civilian Law Enforcement and Military Force Protection."	<i>Proceedings IEEE 31st Annual 1997 International Carnahan Conference on Security Technology (1997)</i>	<a href="https://ieeexplore-ieee-org.offcampus.lib.washington.edu/document/626270">https://ieeexplore-ieee-org.offcampus.lib.washington.edu/document/626270</a>

# Racial Equity Toolkit (“RET”) and Engagement for Public Comment Worksheet

## Purpose

Departments submitting a SIR are required to complete an adapted version of the Racial Equity Toolkit (“RET”) in order to:

- Provide a framework for the mindful completion of the SIR in a way that is sensitive to the historic exclusion of vulnerable and historically underrepresented communities. Particularly, to inform the public engagement efforts departments will complete as part of the surveillance impact report.
- Highlight and mitigate any impacts on racial equity from the adoption and the use of the technology.
- Highlight and mitigate any disparate impacts on individuals or vulnerable communities.
- Fulfill the public engagement requirements of the surveillance impact report.

## Adaption of the RET for Surveillance Impact Reports

The RET was adapted for the specific use by the Seattle Information Technology Departments’ (“Seattle IT”) privacy team, the Office of Civil Rights (“OCR”), and change team members from Seattle IT, Seattle City Light, Seattle Fire Department, Seattle Police Department, and Seattle Department of Transportation.

## Racial Equity Toolkit Overview

**The vision of the Seattle Race and Social Justice Initiative is to eliminate racial inequity in the community.** To do this requires ending individual racism, institutional racism and structural racism. The racial equity toolkit lays out a process and a set of questions to guide the development, implementation and evaluation of policies, initiatives, programs, and budget issues to address the impacts on racial equity.

### 1.0 Set Outcomes

**1.1. Seattle City Council has defined the following inclusion criteria in the surveillance ordinance, and they serve as important touchstones for the risks departments are being asked to resolve and/or mitigate. Which of the following inclusion criteria apply to this technology?**

- ☐ The technology disparately impacts disadvantaged groups.
- ☐ There is a high likelihood that personally identifiable information will be shared with non-City entities that will use the data for a purpose other than providing the City with a contractually agreed-upon service.
- ☐ The technology collects data that is personally identifiable even if obscured, de-identified, or anonymized after collection.

☒ The technology raises reasonable concerns about impacts to civil liberty, freedom of speech or association, racial equity, or social justice.

## 1.2 What are the potential impacts on civil liberties through the implementation of this technology? How is the department mitigating these risks?

Inherent in video obtained from an aerial platform such as Guardian One and Guardian Two with FLIR camera systems is the risk that private information may be obtained about 3rd parties. While the FLIR camera system can detect and record heat sources inside some structures, it is not able to peer inside homes or other buildings. Though the high definition color cameras mounted on the KCSO helicopters is able to discern individual characteristics, the FLIR camera system video does not capture even the most generic of identifiable individual characteristics such as race, age, or gender. The below image is an example of how individuals are seen by the FLIR system and the color cameras.

This FLIR image shows 5 officers and one police K9 approaching a suspect who is crouched down under a tree. The light color of the officers does not show skin tone but rather the amount of heat they are giving off.



## 1.3 What are the risks for racial or ethnicity-based bias through each use or deployment of this technology? How is the department mitigating these risks?

The mission of the Seattle Police Department is to prevent crime, enforce the law, and support quality public safety by delivering respectful, professional and dependable police services. A potential civil liberties concern is that the SPD would over-surveil vulnerable or historically targeted communities, deploying Guardian One to diverse neighborhoods more often than to other areas of the City. [SPD Policy 5.140](#) forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures. Determining events in which aerial support would be beneficial is based on the particular event situation and the availability of the King County Air Support Unit.

#### 1.4 Where in the City is the technology used or deployed?

☒ all Seattle neighborhoods

- |                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/> Ballard    | <input type="checkbox"/> Southeast                     |
| <input type="checkbox"/> North      | <input type="checkbox"/> Delridge                      |
| <input type="checkbox"/> Northeast  | <input type="checkbox"/> Greater Duwamish              |
| <input type="checkbox"/> Central    | <input type="checkbox"/> East district                 |
| <input type="checkbox"/> Lake union | <input type="checkbox"/> King county (outside Seattle) |
| <input type="checkbox"/> Southwest  | <input type="checkbox"/> Outside King County.          |

If possible, please include any maps or visualizations of historical deployments / use.

N/A

##### 1.4.1 What are the racial demographics of those living in this area or impacted by these issues?

City of Seattle demographics: White - 69.5%; Black or African American - 7.9%; Amer. Indian & Alaska Native - 0.8%; Asian - 13.8%; Native Hawaiian & Pacific Islander - 0.4%; Other race - 2.4%; Two or more races - 5.1%; Hispanic or Latino ethnicity (of any race): 6.6%; Persons of color: 33.7%.

King County demographics: White – 70.1%; Black or African American – 6.7%; American Indian & Alaskan Native – 1.1%; Asian, Native Hawaiian, Pacific Islander – 17.2%; Hispanic or Latino (of any race) – 9.4%

##### 1.4.2 How are decisions made where the technology is used or deployed? How does the Department work to ensure diverse neighborhoods are not specifically targeted?

Determining events in which aerial support would be beneficial is based on the particular event situation and the availability of the King County Air Support Unit. [SPD Policy 16.060 - King County Sheriff's Office Air Support Unit](#) defines SPD's policy on the use of this technology.

**1.5 How do decisions around data sharing have the potential for disparate impact on historically targeted communities? What is the department doing to mitigate those risks?**

The Aspen Institute on Community Change defines structural racism as "...public policies, institutional practices, cultural representations and other norms [which] work in various, often reinforcing ways to perpetuate racial group inequity." Data sharing has the potential to be a contributing factor to structural racism and thus creating a disparate impact on historically targeted communities. In an effort to mitigate this possibility, SPD has established policies regarding the dissemination of data in connection with criminal prosecutions, Washington Public Records Act ([Chapter 42.56 RCW](#)), and other authorized researchers.

Further, [SPD Policy 5.140](#) forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures.

Information collected by Guardian One and Guardian Two cameras, including the FLIR camera system, is shared only with outside entities in connection with criminal prosecutions or in compliance with public records requests pursuant to the Washington Public Records Act, [Chapter 42.56 RCW](#) ("PRA"). SPD will apply applicable exemptions to the data before disclosing to a requester.

**1.6 How do decisions around data storage and retention have the potential for disparate impact on historically targeted communities? What is the department doing to mitigate those risks?**

Like decisions around data sharing, data storage and retention have similar potential for disparate impact on historically targeted communities. [SPD Policy 5.140](#) forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures.

**1.7 What are potential unintended consequences (both negative and positive potential impact)? What proactive steps can you can / have you taken to ensure these consequences do not occur.**

The most important unintended possible consequence related to the continued utilization of the King County Sheriff's Office Air Support Unit helicopters and FLIR camera system by SPD is the out of policy misuse of the technology to improperly surveil the public. SPD policies, including [SPD Policy 16.060 - King County Sheriff's Office Air Support Unit](#) outlines the way in which SPD may utilize air support for patrol and specialized missions. [SPD Policy 6.060 - Collection of Information for Law Enforcement Purposes](#) also defines the way information will be gathered by SPD and states, "information will be gathered and recorded in a manner that does not unreasonably infringe upon: individual rights, liberties, and freedoms guaranteed

by the Constitution of the United States and the State of Washington, including freedom of speech, press, association, and assembly; liberty of conscience; the exercise of religion...”

## 2.0 Public Outreach

### 2.1 Scheduled public meeting(s).

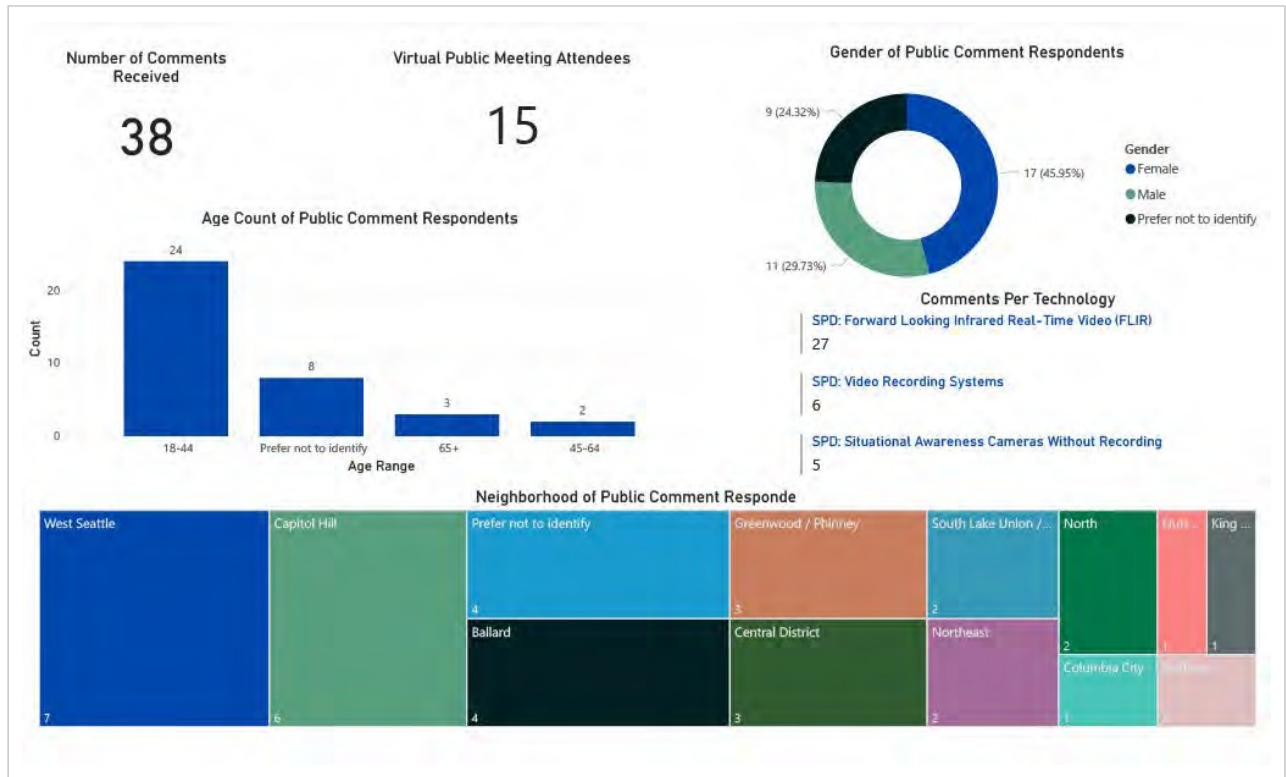
Meeting notes, sign-in sheets, all comments received, and questions from the public will be included in Appendix A-C. Comment analysis will be summarized in section 3.0 Public Comment Analysis.

#### Meeting 1

<b>Location</b>	Webex Online Event
<b>Date</b>	October 28 <sup>th</sup> , 2020
<b>Time</b>	12 pm – 1 pm

## 3.0 Public Comment Analysis

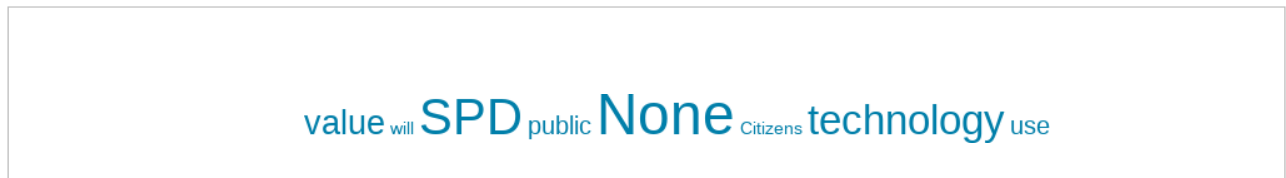
### 3.1 Demographics of the public who submitted comments.



### 3.2 What concerns, if any, do you have about the use of this technology?



### 3.3 What value, if any, do you see in the use of this technology?



### 3.4 What do you want City leadership to consider about the use of this technology?

use technology SPD manual doesn't S equipment Will surveillance  
technology want SPD City leadership consider use  
ASU data KCSO ASU public City leadership city manual doesn't police

### 3.5 Do you have any other comments?

Provide Subject Matter Expert meeting use technology days technologies use public t  
technologies public engagement  
public engagement meetings Hold  
Group comment period closes time City public comment  
provide answers questions least week public comment period SPD

## 4.0 Response to Public Comments

### 4.1 How will you address the concerns that have been identified by the public?

The OIG has audit responsibilities for determining legality of the system and deployment.

## 5.0 Equity Annual Reporting

**5.1 What metrics for this technology be reported to the CTO for the annual equity assessments? Departments will be responsible for sharing their own evaluations with department leadership, change team leads, and community leaders identified in the public outreach plan.**

Respond here.

## Privacy and Civil Liberties Assessment

### Purpose

This section shall be completed after public engagement has concluded and the department has completed the racial equity toolkit section above. The privacy and civil liberties assessment is completed by the community surveillance working group (“working group”), per the surveillance ordinance which states that the working group shall:

“Provide to the executive and the City Council a privacy and civil liberties impact assessment for each SIR that must be included with any departmental request for surveillance technology acquisition or in-use approval. The impact assessment shall include a description of the potential impact of the surveillance technology on civil rights and liberties and potential disparate impacts on communities of color and other marginalized communities. The CTO shall share with the working group a copy of the SIR that shall also be posted during the period of public engagement. At the conclusion of the public engagement period, the CTO shall share the final proposed SIR with the working group at least six weeks prior to submittal of the SIR to Council for approval. The working group shall provide its impact assessment in writing to the executive and the City Council for inclusion in the SIR within six weeks of receiving the final proposed SIR. If the working group does not provide the impact assessment before such time, the working group must ask for a two-week extension of time to City Council in writing. If the working group fails to submit an impact statement within eight weeks of receiving the SIR, the department and City Council may proceed with ordinance approval without the impact statement.”

### Working Group Privacy and Civil Liberties Assessment

From: Seattle Community Surveillance Working Group (CSWG)

To: Seattle City Council

Date: Dec 15, 2020

Re: Privacy and Civil Liberties Impact Assessment for Forward Looking Infrared – King County Sheriff’s Office Helicopters

### Executive Summary

The CSWG has completed its review of the Surveillance Impact Reports (SIRs) for the three surveillance technologies included in Group 3 of the Seattle Surveillance Ordinance technology review process. These technologies are Forward Looking Infrared, Video Recording Systems, and Situational Awareness Cameras Without Recording. This document is the CSWG’s Privacy and Civil Liberties Impact Assessment for Forward Looking Infrared (FLIR) technology used with King County Sheriff’s Office (KCSO) helicopters as set forth in SMC 14.18.080(B)(1), which we provide for inclusion in the final SIRs submitted to the City Councils.

This document first provides our recommendations to Council, then provides background information, key concerns, and outstanding questions regarding FLIR technology as used with KCSO helicopters.

Our assessment of FLIR technology and KCSO Helicopters as used by Seattle Police Department (SPD) focuses on three major issues:

1. Additional policy language is necessary to define valid purposes of use.
2. There are inadequate policies regarding data collection and unclear policies regarding data storage and protection.
3. There are inadequate policies and processes to ensure that communities of color and other historically over-policed communities are not targeted.

## Recommendations

The Council should adopt clear and enforceable rules that ensure, at the minimum, the following:

1. The purpose and allowable uses of FLIR technology and KCSO's helicopters must be clearly defined, and any SPD use of KCSO's helicopters and FLIR technology and data collected with these technologies must be restricted to that specific purpose and those allowable uses.
2. SPD must be prohibited from using FLIR technology and KCSO's helicopters to disproportionately surveil communities of color and other historically over-policed communities, and must adopt policies and processes to ensure it is not targeting such communities.
3. SPD must be required to redact or delete information collected that may compromise the privacy of individuals not related to a specific investigation of search that is restricted by the purpose of use.
4. SPD must be required to produce a publicly available annual report detailing its use of FLIR technology and KCSO helicopters. This report must include at a minimum, details on how SPD used the data collected, the amount and types of data collected, for how long data were retained and in what form, where the data are stored, and the neighborhoods over which KCSO helicopters and/or FLIR technology were deployed.

## Key Concerns

1. **There are inadequate policies defining purpose of use.** The policies cited in the SIR do not impose meaningful restrictions on the purpose for which SPD may request that KCSO helicopters and FLIR technology be used. Policy 16.060 – King County Sheriff's Office Air Support Unit<sup>3</sup> simply states that "Guardian One offers air support for patrol and specialized missions" and that "Guardian Two offers air support for special operations such as search and rescue (SAR) and tactical missions." This policy only describes the process by which SPD may request support from KCSO's air support unit but does not state the specific purposes for which SPD may or may not do so. Section 4.9 of the SIR<sup>4</sup> states that SPD may request video from KCSO's Air Unit "[w]hen necessary and pertinent to a

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<sup>3</sup> <http://www.seattle.gov/police-manual/title-16---patrol-operations/16060---king-county-sheriffs-office-air-support-unit>

<sup>4</sup> [http://www.seattle.gov/Documents/Departments/Tech/Privacy/FLIR%20-%20KCSO%20Helicopters%20Public\\_Engagement%20SIR.pdf](http://www.seattle.gov/Documents/Departments/Tech/Privacy/FLIR%20-%20KCSO%20Helicopters%20Public_Engagement%20SIR.pdf) - page 12

specific investigation” but does not specify the types of investigations for which SPD may request data from KCSO or how it is determined if such data is necessary and pertinent.

2. **There are inadequate policies restricting data collection.** The policies cited in the SIR do not place any restrictions on the amount or types of data SPD may request from KCSO.
3. **It is unclear if and how SPD protects the privacy of individuals unrelated to an investigation.** The SIR does not include any policies regarding how it redacts or deletes information. At the October 28 public engagement meeting, SPD officers did not provide an answer to the question of whether and how it redacts or deletes information collected that may compromise the privacy of individuals unrelated to an investigation.
4. **It is unclear how data collected are stored and protected.** SPD stated at the October 28 public engagement meeting that it is unaware of how long KCSO retains still images and recordings obtained when assisting SPD. While SPD officers stated that SPD stores video requested from KCSO in its Digital Evidence Management System (DEMS)—not Evidence.com, this is not made clear within the SIR. Additionally, SPD officers did not answer whether SPD’s DEMS is on on-premise or Software-as-a-Service (SaaS) deployment.
5. **The SIR does not provide the dates and neighborhoods over which KCSO helicopters and FLIR technology have been deployed.** Though the SIR states that there have been 45 deployments of Guardian One to support SPD in 2018, the SIR does not include an analysis of the locations of those deployments.<sup>5</sup> Additionally, SPD declined to state the neighborhoods over which the helicopters had been deployed during the October 28 public engagement meeting. It is important that SPD include this information in the Racial Equity Toolkit section of the final SIR in order to address the following questions in Section 1.4.2: “How are decisions made where the technology is used or deployed? How does the Department work to ensure diverse neighborhoods are not specifically targeted?”<sup>6</sup>

## Outstanding Questions

- What are the registration and/or tail numbers for each helicopter?
- In 2019 and 2020, did the KCSO Air Support Unit have any additional helicopters aside from the three listed in the SIR?
- How long does KCSO retain still images and recordings attained when assisting SPD?
- Is SPD’s Digital Evidence Management System (DEMS) an on-premise deployment or is it Software-as-a-Service?
- Has SPD ever requested KCSO ASU services or obtained data from KCSO’s helicopters and/or FLIR technology to surveil protesters?
- What are the neighborhoods over which KCSO’s helicopters have been deployed?

The answers to these questions can further inform the content of any binding policy the Council chooses to include in an ordinance on this technology, as recommended above.

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<sup>5</sup> [http://www.seattle.gov/Documents/Departments/Tech/Privacy/FLIR%20-%20KCSO%20Helicopters%20Public\\_Engagement%20SIR.pdf](http://www.seattle.gov/Documents/Departments/Tech/Privacy/FLIR%20-%20KCSO%20Helicopters%20Public_Engagement%20SIR.pdf) - page 9

<sup>6</sup> [http://www.seattle.gov/Documents/Departments/Tech/Privacy/FLIR%20-%20KCSO%20Helicopters%20Public\\_Engagement%20SIR.pdf](http://www.seattle.gov/Documents/Departments/Tech/Privacy/FLIR%20-%20KCSO%20Helicopters%20Public_Engagement%20SIR.pdf) - page 23

## CTO Response

### Memo

**To:** Seattle City Council  
**From:** Saad Bashir  
**Subject:** CTO Response to the Surveillance Working Group Forward Looking Infrared Real-Time Video (FLIR) SIR Review

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### Purpose

As provided in the Surveillance Ordinance, [SMC 14.18.080](#), this memo outlines the Chief Technology Officer's (CTO's) response to the Surveillance Working Group assessment on the Surveillance Impact Report for Seattle Police Department's Forward Looking Infrared Real-Time Video (FLIR).

### Background

The Information Technology Department (ITD) is dedicated to the Privacy Principles and Surveillance Ordinance objectives to provide oversight and transparency about the use and acquisition of specialized technologies with potential privacy and civil liberties impacts. All City departments have a shared mission to protect lives and property while balancing technology use and data collection with negative impacts to individuals. This requires ensuring the appropriate use of privacy invasive technologies through technology limitations, policy, training and departmental oversight.

The CTO's role in the SIR process has been to ensure that all City departments are compliant with the Surveillance Ordinance requirements. As part of the review work for surveillance technologies, ITD's Privacy Office has facilitated the creation of the Surveillance Impact Report documentation, including collecting comments and suggestions from the Working Group and members of the public about these technologies. IT and City departments have also worked collaboratively with the Working Group to answer additional questions that came up during their review process. We believe that policy, training and technology limitations enacted by SPD and Council oversight through the surveillance technology review process provide adequate mitigation for the potential privacy and civil liberties concerns raised by the Working Group about the use of this important operational technology.

### Technology Purpose

The King County Sheriff's Office (KCSO) Air Support Unit is the only full-time rotary-wing law enforcement aviation unit in Washington State. Three separate helicopters, one Bell 206B3 helicopter, one UH-1H "Huey," and one Bell 407, operate as Guardian One and Guardian Two. The Air Support Unit operates throughout King County and is available to assist the Seattle Police Department at no charge through the Puget Sound Regional Aviation Project, a consortium made up of members from sheriff's offices in King, Snohomish, Pierce and Kitsap counties as well as Seattle Police and Fire departments, Pierce County Fire Districts, Washington State Patrol, the Department of Emergency Management in Pierce County, the Washington State Department of Ecology, Coast Guard, Navy, and the National Park Service. Guardian One offers air support for patrol and specialized police missions. Guardian Two offers support predominately for search and rescue. These helicopters are equipped with color and forward

looking infrared (FLIR) cameras and 30 million-candle power spotlights that enable the location of suspects or disaster victims in darkness or environmental cover.

## **Working Group Concerns**

In their review, the Working Group has raised concerns about these devices being used in a privacy impacting way. Their review focused on concerns about use specification and restriction, data collection, storage and protection, and potential privacy impacts.

## **Recommended Next Steps**

I look forward to working together with Council and City departments to ensure continued transparency about the use of these technologies and finding a mutually agreeable means to use technology to improve City services while protecting the privacy and civil rights of the residents we serve. Specific concerns in the Working Group comments about cameras are addressed in the attached document.

## Response to Specific Concerns: Forward Looking Infrared Real-Time Video (FLIR)

### Concern: Policies defining valid purpose of use

**CTO Assessment:** [SPD Policy 16.060 -King County Sheriff's Office Air Support Unit](#) governs and outlines the use cases and approval process for officers to request air support at the discretion of the King County Sheriff's Office. It is our assessment that while SPD cannot change the King County Sheriff's office use policies, SPD has outlined their own policies about use of the images and video obtained from the Air Support Unit operation of the aircraft. The associated SIR responses are clear and provide adequate transparency and policy guidance about technology use. Details are provided below:

#### **SIR Response:**

Section 2.4 Describe how the project or use of technology relates to the department's mission.

The mission of the Seattle Police Department is to prevent crime, enforce the law, and support quality public safety by delivering respectful, professional, and dependable police services. King County Sheriff's Air Support Unit supports this mission by providing air support for patrol, specialized police missions, and search and rescue operations when aerial operations would benefit the SPD resources on the ground.

Section 3.1 Describe the processes that are required prior to each use, or access to/ of the project / technology, such as a notification, or check-in, check-out of equipment.

Per SPD Policy 16.060 -King County Sheriff's Office Air Support Unit, when Guardian One is operational, the unit monitors SPD radio and advises SPD Communications when they are available to assist during active calls for service. SPD officers may also request air support assistance directly to Guardian One or through SPD Communications. "If Guardian One is off-duty, but their assistance is required for a police operation, a sergeant will screen the request and coordinate with Communications." If they respond to an SPD call, Guardian One and Guardian Two are documented as responding resources in the CAD event by SPD Communications.

Section 3.2 List the legal standards or conditions, if any, that must be met before the project / technology is used.

While no legal standards must be met prior to use of the technology, there are conditions and policy governing standard operating procedure for SPD. The King County Sheriff's Office Air Support Unit monitors SPD radio frequencies and offers assistance to SPD based on availability and appropriateness of response. SPD Policy 16.060 -King County Sheriff's Office Air Support Unit states that patrol officers may request support from the Air Support Unit during an incident where it is determined air support would be beneficial, such as when there is a safety concern. When the Air Support Unit is off duty the request must be screened by sergeant or higher ranked personnel. During 2018, Guardian One responded 45 times to SPD events. Guardian Two did not responded to any SPD calls during 2018.

### **Concern: Inadequate policies restricting data collection**

**CTO Assessment:** Information or video provided by the KCSO Air Support Unit comes after a request from SPD regarding a specific event or timestamp that may be necessary for an investigation. Once any relevant footage is provided, the video is treated as evidence in an investigation and is subject to SPD's policy on video evidence storage, including SPD Policy 7.090 and Policy 7.010. It is our assessment that SPD has adequate controls and policies in place to limit use and collection of data to appropriate emergency situations and access by authorized individuals. Details regarding this are provided in the SIR responses referenced below:

#### **SIR Response:**

##### Section 4.2 What measures are in place to minimize inadvertent or improper collection of data?

The KCSO Helicopters and onboard FLIR technology respond only to SPD emergency events in which air support is beneficial. SPD only receives and accesses information from the KCSO helicopters that is relevant to the incidents to which Guardian One or Guardian Two have responded. The video is requested as evidence from King County and stored using existing video evidence storage policies including SPD Policy 7.090 –Photographic Evidence.

##### Section 4.7 How will data that is collected be accessed and by whom?

The only information relayed to SPD during the Unit operation is radio transmission from the Air Support Unit. Though the KCSO helicopters have a real-time microwave video downlink capable of transmitting video of ongoing events to units on the ground, SPD does not utilize this function. Recordings made by Guardian helicopters associated with SPD calls for service are regularly requested as video evidence from the King County Sheriff's Office, including FLIR video is needed for evidentiary or investigative purposes. These recordings are provided by the KCSO on high quality evidence-grade DVD. SPD Policy 7.010 governs the submission of evidence and requires that all collected evidence be documented in a GO Report. Per SPD Policy 7.090 –Photographic Evidence, all video evidence not produced by SPD employees is submitted to the SPD Evidence Unit. The SPD Evidence Unit stores the video in the Digital Evidence Management System (DEMS). The King County Sheriff's Office Air Support Unit does record audio and video of their operations and occasionally does release these recordings to the public, including video posted on their YouTube channel.

### **Concern: Unclear how data collected is stored and protected**

**CTO Assessment:** Once the relevant data has been acquired from KCSO, the information is treated according to SPD Policy 7.010 on documenting and storing collected evidence in relation to an investigation. Additionally, SPD Policy 7.090 governs photographic evidence and its submission into the CJIS certified Digital Evidence Management System. It is our assessment that SPD has appropriate policy in place, follows appropriate data storage security measure, and have clearly stated data sharing partners and practices. Details are provided in the SIR responses listed below:

#### **SIR Response:**

### Section 5.1 How will data be securely stored?

Recordings made by Guardian helicopters associated with SPD calls for service are requested as video evidence from the King County Sheriff's Office, including FLIR video is needed for evidentiary or investigative purposes related to the investigation of a crime or missing person. These recordings are provided by the KCSO on high quality evidence-grade DVD. SPD Policy 7.010 governs the submission of evidence and requires that all collected evidence be documented in a GO Report. Per SPD Policy 7.090 –Photographic Evidence, all video evidence not produced by SPD employees is submitted to the SPD Evidence Unit. The SPD Evidence Unit stores the video in the Digital Evidence Management System (DEMS). SPD policy contains multiple provisions to avoid improperly collecting data. SPD Policy 7.010 governs the submission of evidence and requires that all collected evidence be documented in a GO Report. Per SPD Policy 7.090 –Photographic Evidence, all video evidence not produced by SPD employees is submitted to the SPD Evidence Unit. The SPD Evidence Unit stores the video in the CJIS certified Digital Evidence Management System (DEMS).

### Section 6.1 Which entity or entities inside and external to the City will be data sharing partners?

No person, outside of SPD has direct access to the video information provided to SPD by the King County Air Unit once it has been received by SPD. Video may be shared with outside entities in connection with criminal prosecutions:

- Seattle City Attorney's Office
- King County Prosecuting Attorney's Office
- King County Department of Public Defense
- Private Defense Attorneys
- Seattle Municipal Court
- King County Superior Court
- Similar entities where prosecution is in Federal or other State jurisdictions

Video may be made available to requesters pursuant to the Washington Public Records Act, Chapter 42.56 RCW("PRA"). SPD will apply applicable exemptions to the data before disclosing to a requester. Individuals have the right to inspect criminal history record information maintained by the department (RCW 10.97.030, SPD Policy 12.050). Individuals can access their own information by submitting a public disclosure request.

### **Concern: Unclear how SPD protects privacy of individuals unrelated to an investigation**

**CTO Assessment:** SPD only retrieves video or evidence from the KCSO helicopters that is related to an ongoing investigation. Once the relevant data has been acquired from KCSO, the information is treated according to SPD Policy 7.010 on documenting and storing collected evidence in relation to an investigation. Additionally, SPD Policy 7.090 governs photographic evidence and its submission into the CJIS certified Digital Evidence Management System.

### **SIR Response:**

### Section 4.2 What measures are in place to minimize inadvertent or improper collection of data?

The KCSO Helicopters and onboard FLIR technology respond only to SPD emergency events in which air support is beneficial. SPD only receives and accesses information from the KCSO helicopters that is relevant to the incidents to which Guardian One or Guardian Two have responded. The video is requested as evidence from King County and stored using existing video evidence storage policies including SPD Policy 7.090 –Photographic Evidence.

### Section 5.3 What measures will be used to destroy improperly collected data?

SPD policy contains multiple provisions to avoid improperly collecting data. SPD Policy 7.010 governs the submission of evidence and requires that all collected evidence be documented in a GO Report. SPD Policy 7.090 specifically governs the collection and submission of photographic evidence. Evidence is submitted to the Evidence Unit and associated with a specific GO Number and investigation.

Additionally, SPD Policy 5.140 forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures.

All SPD employees must adhere to laws, City policy, and Department Policy (SPD Policy 5.001), and any employees suspected of being in violation of laws or policy or other misconduct are subject to discipline, as outlined in SPD Policy 5.002.

Per the CJIS Security Policy:

“5.8.3 Digital Media Sanitization and Disposal The agency shall sanitize, that is, overwrite at least three times or degauss digital media prior to disposal or release for reuse by unauthorized individuals. Inoperable digital media shall be destroyed (cut up, shredded, etc.). The agency shall maintain written documentation of the steps taken to sanitize or destroy electronic media. Agencies shall ensure the sanitization or destruction is witnessed or carried out by authorized personnel.

5.8.4 Disposal of Physical Media Physical media shall be securely disposed of when no longer required, using formal procedures. Formal procedures for the secure disposal or destruction of physical media shall minimize the risk of sensitive information compromise by unauthorized individuals. Physical media shall be destroyed by shredding or incineration. Agencies shall ensure the disposal or destruction is witnessed or carried out by authorized personnel.”

## Concern: No dates or locations of deployments of technology

**CTO Assessment:** The SIR identifies the number and most common deployment types of the KCSO helicopters and the table below outlines additional data available for Guardian One dispatches in 2018. [SPD Policy 16.060 -King County Sheriff's Office Air Support Unit](#) governs and outlines the use cases and approval process for officers to request air support at the discretion of the King County Sheriff's Office. It is our assessment that while SPD cannot change the King County Sheriff's office use policies, SPD has outlined their own policies about use of the images and video obtained from the Air Support Unit operation of the aircraft.

Guardian One Dispatches by Month and Precinct

	2018											
	January	February	March	April	June	July	August	Septem..	October	Novem..	Decemb..	
EAST		1								1		
NORTH	2	3		2		1				2		
SOUTH	3	3	2	4	1	4	1	2				
SOUTHWEST	1			1		1	1		1		3	
WEST	1			1		1	1					
OUTSIDE SEATTLE				1								

### SIR Response:

#### Section 4.3 How and when will the project / technology be deployed or used? By whom? Who will determine when the project / technology is deployed and used?

Per [SPD Policy 16.060 - King County Sheriff's Office Air Support Unit](#), when Guardian One is operational, the unit monitors SPD radio and advises SPD Communications when they are available to assist during active calls for service. SPD officers may also request air support assistance directly to Guardian One or through SPD Communications. The SPD policy states, "If Guardian One is off-duty, but their assistance is required for a police operation, a sergeant will screen the request and coordinate with Communications." If they respond to an SPD call, Guardian One and Guardian Two are documented as responding resources in the CAD event by SPD Communications.

The most common type of event in which Guardian One participated with SPD in 2018 was Robbery (8 events), followed by Automotive- including theft and recovery (7 events), Assault (6 events), and Burglary (6 events). Other event types include Domestic Violence, Kidnapping/Abduction, Prowler, Traffic Violations, Warrant Services, Weapons, Person-including missing, found, and runaway, Suspicious Person/Object, and Theft.

#### Section 4.4 How often will the technology be in operation?

The Air Support Unit operates six days per week and averages 1200 hours of flight time annually. In 2018, Guardian One responded to 45 SPD events. Guardian Two did not dispatch to any SPD calls for service.

## Appendix A: Glossary

**Accountable:** (taken from the racial equity toolkit.) Responsive to the needs and concerns of those most impacted by the issues you are working on, particularly to communities of color and those historically underrepresented in the civic process.

**Community outcomes:** (taken from the racial equity toolkit.) The specific result you are seeking to achieve that advances racial equity.

**Contracting equity:** (taken from the racial equity toolkit.) Efforts to achieve equitable racial outcomes in the way the City spends resources, including goods and services, consultants and contracting.

**DON:** “department of neighborhoods.”

**Immigrant and refugee access to services:** (taken from the racial equity toolkit.) Government services and resources are easily available and understandable to all Seattle residents, including non-native English speakers. Full and active participation of immigrant and refugee communities exists in Seattle’s civic, economic and cultural life.

**Inclusive outreach and public engagement:** (taken from the racial equity toolkit.) Processes inclusive of people of diverse races, cultures, gender identities, sexual orientations and socio-economic status. Access to information, resources and civic processes so community members can effectively engage in the design and delivery of public services.

**Individual racism:** (taken from the racial equity toolkit.) Pre-judgment, bias, stereotypes about an individual or group based on race. The impacts of racism on individuals including white people internalizing privilege, and people of color internalizing oppression.

**Institutional racism:** (taken from the racial equity toolkit.) Organizational programs, policies or procedures that work to the benefit of white people and to the detriment of people of color, usually unintentionally or inadvertently.

**OCR:** “Office of Civil Rights.”

**Opportunity areas:** (taken from the racial equity toolkit.) One of seven issue areas the City of Seattle is working on in partnership with the community to eliminate racial disparities and create racial equity. They include: education, health, community development, criminal justice, jobs, housing, and the environment.

**Racial equity:** (taken from the racial equity toolkit.) When social, economic and political opportunities are not predicted based upon a person’s race.

**Racial inequity:** (taken from the racial equity toolkit.)  
When a person's race can predict their social, economic, and political opportunities and outcomes.

**RET:** "racial equity toolkit"

**Seattle neighborhoods:** (taken from the racial equity toolkit neighborhood.) Boundaries defined for the purpose of understanding geographic areas in Seattle.

**Stakeholders:** (taken from the racial equity toolkit.)  
Those impacted by proposed policy, program, or budget issue who have potential concerns or issue expertise. Examples might include: specific racial/ethnic groups, other institutions like Seattle housing authority, schools, community-based organizations, change teams, City employees, unions, etc.

**Structural racism:** (taken from the racial equity toolkit.)  
The interplay of policies, practices and programs of multiple institutions which leads to adverse outcomes and conditions for communities of color compared to white communities that occurs within the context of racialized historical and cultural conditions.

**Surveillance Ordinance:** Seattle City Council passed ordinance, also referred to as the "surveillance ordinance."

**SIR:** "surveillance impact report", a document which captures the fulfillment of the Council-defined surveillance technology review process, as required by ordinance [125376](#).

**Workforce equity:** (taken from the racial equity toolkit.) Ensure the City's workforce diversity reflects the diversity of Seattle.



## Appendix B: Meeting Notice(s)



# City Surveillance Technology Event

October 28<sup>th</sup>, 2020  
12:00 p.m. – 1:00 p.m.  
Webex Online Event

**Join us for a public meeting to comment on a few  
of the City's surveillance technologies:**

**Seattle Police Department**

- Forward Looking Infrared Real-time Video (FLIR)
- Situational Awareness Cameras Without Recording
- Video Recording Systems

**WebEx Online Event**

Dial-in Info:  
+1-408-418-9388  
Access code: 146 533 4053

**Can't join us online?**

Visit <http://www.seattle.gov/surveillance> to leave an online comment or  
send your comment to **Surveillance and Privacy Program, Seattle IT, PO  
Box 94709, Seattle, WA 98124.**

The Open Comment period is from **October 7<sup>th</sup> – November 7<sup>th</sup>, 2020.**

**Please let us know at [Surveillance@seattle.gov](mailto:Surveillance@seattle.gov) if you need any  
accommodations. For more information, visit [Seattle.gov/privacy](http://Seattle.gov/privacy).**

Information provided to the City of Seattle is considered a public record and may be subject to public disclosure. For more information see the  
Public Records Act, RCW Chapter 42.56 or visit [Seattle.gov/privacy](http://Seattle.gov/privacy). All comments submitted will be included in the Surveillance Impact Report.

## Appendix C: All Comments Received from Members of the Public

ID: 12168954138

**Submitted Through:** Online Comment

**Date:** 11/13/2020 11:44:26 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

The possible drift in usage in ambiguous situations, and how it might get triangulated with other technology like video recording. Apparent lack of clarity on data storage practices.

**What value, if any, do you see in the use of this technology?**

Finding people who are lost

**What do you want City leadership to consider about the use of this technology?**

Data governance. Setting clear, specific, easy to understand guidelines about use and storage of this information, and how that will get shared between SPD and KC Sheriff.

**Do you have any other comments?**

Please make sure that at public discussions where personnel are there to answer questions, that there's a subject matter expert present who can answer most general technical questions. That is more important than having an SPD officer present.

ID: 12167775924

**Submitted Through:** Online Comment

**Date:** 11/13/2020 11:05:58 AM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

That this will be used to target Black people and protesters. It's expensive and that money is better used to feed, house, and clothe people in our city.

**What value, if any, do you see in the use of this technology?**

None at all.

**What do you want City leadership to consider about the use of this technology?**

Reject it.

**Do you have any other comments?**

Black Lives Matter.

**ID:** 12167464903

**Submitted Through:** Online Comment

**Date:** 11/13/2020 9:19:25 AM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

Test

**What value, if any, do you see in the use of this technology?**

Test

**What do you want City leadership to consider about the use of this technology?**

Test

**Do you have any other comments?**

Test

**ID:** 12165148732

**Submitted Through:** Online Comment

**Date:** 11/12/2020 4:01:40 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

I do not feel like SPD needs this technology nor do I think they will use it in a transparent way. There are considerable privacy concerns with the use of this technology.

**What value, if any, do you see in the use of this technology?**

I do not see any value in SPD having this technology.

**What do you want City leadership to consider about the use of this technology?**

I do not want this technology used in our city.

**Do you have any other comments?**

**ID:** 12164993335

**Submitted Through:** Online Comment

**Date:** 11/12/2020 3:03:42 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

test

**What value, if any, do you see in the use of this technology?**

test

**What do you want City leadership to consider about the use of this technology?**

test

**Do you have any other comments?**

test

**ID:** 12164789404

**Submitted Through:** Online Comment

**Date:** 11/12/2020 1:56:19 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

As of Nov. 12th, numerous questions from the public have not been answered by SPD and thus greatly hinder the ability for informed public comment. These questions include: (1) What are the registration/tail numbers for each helicopter? (2) In 2019 or 2020 did KCSO ASU have any additional helicopters? (3) Does only the Huey form Guardian Two and the other two Bell's form Guardian One? (4) How long does KCSO retain still images and recordings when assisting SPD? (5) Is SPD's Digital Evidence Management System (DEMS) a on-premise or Software-as-aService deployment? (6) Has SPD ever requested KCSO ASU services or obtained data from KCSO's helicopters and/or FLIR technology to surveil protesters? (7) What are the neighborhoods over which KCSO's helicopters have been deployed? (8) What other data gets combined by SPD with the ASU data (such as cellphone geolocations, social media monitoring/intel, other surveillance technologies on the City's Master List, etc.)? Additionally, SPD dodging some of these questions by directing the public to submit PRA requests (which have a 6-12 month turnaround time) and IT not stepping in point out that answers must be provided to the public before the public comment period closes, shows how little interest both SPD and IT truly have in an honest dialog with the public about surveillance technologies. Also, there are multiple gaps in the SPD manual that should be addressed either by modifications to SPD's manual and/or via ordinance. These gaps include: (1) SPD manual doesn't define a specific & restricted purpose of use of ASU (so largely the whim of an SPD officer and ASU availability). (2) SPD manual doesn't address ASU being used to surveil protesters and/or targeting historically over-policed communities/neighborhoods. (3) SPD manual doesn't address the privacy of unrelated members of the public, unsuspected of a crime, that may be surveilled with this technology or be in the recordings. (4) Lack of public oversight and accountability regarding SPD leveraging KCSO ASU. Not only should all of the above be addressed by also it's recommended that the City produce a publicly available annual report detailing use of KCSO ASU (how SPD used collected data, amount of data, data retention lengths & in what form, where it's stored, & neighborhoods deployed over). It should not take a PRA request for the public to have insight into SPD's use of surveillance tech/data.

### **What value, if any, do you see in the use of this technology?**

Because this technology lacks any guardrails on its use and SPD/IT are withholding information from the public, one can only safely assume predominantly negative circumstances under which this technology has been used (otherwise SPD should desire to make public how great and upstanding their work has been); therefore the cons outweigh the pros and this technology does not provide any noticeable value to the public.

### **What do you want City leadership to consider about the use of this technology?**

City leadership should be made aware of the information SPD/IT has withheld from the public. This information missing from the public includes: (1) What are the registration/tail numbers for each helicopter? (2) In 2019 or 2020 did KCSO ASU have any additional helicopters? (3) Does only the Huey form Guardian Two and the other two Bell's form Guardian One? (4) How long does KCSO retain still images and recordings when assisting SPD? (5) Is SPD's Digital Evidence Management System (DEMS) a on-premise or Software-as-aService deployment? (6) Has SPD ever requested KCSO ASU services or obtained data from KCSO's helicopters and/or FLIR technology to surveil protesters? (7) What are the neighborhoods over which KCSO's helicopters have been deployed? (8) What other data gets combined by SPD with the ASU data (such as cellphone geolocations, social media monitoring/intel, other surveillance technologies on the City's Master List, etc.)? City leadership should also be informed that SPD dodged some of these questions by directing the public to submit PRA requests (which have a 6-12 month turnaround time) and IT didn't step in to point out that answers must be provided to the public before the public comment period closes. City leadership should be encouraged to mandate (via SPD manual changes and/or ordinance) to address multiple gaps and add appropriate guardrails to the use of this technology. The current gaps include: (1) SPD manual doesn't define a specific & restricted purpose of use of ASU (so largely the whim of an SPD officer and ASU availability). (2) SPD manual doesn't address ASU being used to surveil protesters and/or targeting historically over-policed communities/neighborhoods. (3) SPD manual doesn't address the privacy of unrelated members of the public, unsuspected of a crime, that may be surveilled with this technology or be in the recordings. (4) Lack of public oversight and accountability regarding SPD leveraging KCSO ASU. City leadership should also be advised to mandate the City produce a publicly available annual report detailing use of KCSO ASU (how SPD used collected data, amount of data, data retention lengths & in what form, where it's stored, & neighborhoods deployed over). It should not take a PRA request for the public to have insight into SPD's use of surveillance tech/data. Without all of these guardrails being added, the technology should be permitted to be used. The risk to the public of over-surveillance is too great.

### **Do you have any other comments?**

There are many areas of improvement by IT/Privacy-dept. regarding their public engagement process on surveillance technologies. Some of the more recent issues include: (1) Public

comment via SurveyMonkey was configured by IT such that a single user (browser session) could only submit public comment on 1 technology. The only way to submit public comment on all the technologies would be use a different browser or clear you browser's cookies/session data, which many less technical people wouldn't know to do. This actively impedes public comment. It is ensuring there is the least public comment possible. (2) The Privacy dept. calendar event for the Group 3 public engagement meeting didn't include the access code for phone-only users to dial-in (one had to know of and go to the TechTalk blog to get the access code). (3) Directions at public engagement meeting for providing verbal public comment were to raise hand in webex which clearly is not possible for phone-only users. (4) Public engagement truncated. CTO told City Council it would be 45 days. Instead IT used 30 days with a 1 week extension agreed to be added (so 37 days). (5) The Group 3 public engagement meeting recording (as of Nov. 12th) has not been posted publicly, so people unable to attend don't have access to the discussion/Q&A before the public comment period closes. (6) SPD has not provided answers before the public comment period closes. (7) SPD further dodged valid questions from the public by requiring PRA requests, which have zero hope of being addressed within the public comment period. (8) IT has repeatedly requested & attained (and in 1 case, just self-granted) time extensions for the Surveillance Ordinance process. When the public needs time for SPD to provide answers so as to provide informed public comment, now suddenly IT is on a tight time schedule and can't extend the public comment period. Additionally, IT/Privacy-dept. has repeatedly lamented the lack of public engagement, but have also taken no additional steps to rectify this for Group 3; and did not heed prior feedback from the CSWG regarding the engagement process. There are numerous steps IT/Privacy-dept. should take to improve public engagement. The recommendations to the CTO & CPO for Group 4 include: (1) Breaking the group into smaller groups. Group 4 on deck with 13 technologies: 2 re-visits of SFD tech, 3 types of undercover technologies, & 8 other technologies. (2) Allocating more time for open public comment: minimum of 2 weeks per each in scope tech (so Group 3 would be 42 days, and Group 4 would be 154 - 182 days). (3) Hold more public engagement meetings per Group - specifically the number of public engagement meetings should at a minimum match the number of technologies being considered for public comment (otherwise the meeting will run out of time before all the questions from the public can even be asked, which did happen with Group 3). (4) Require at the public engagement meetings both a Subject Matter Expert on the use of the technology AND a Subject Matter Expert on the technical management of the technology. There should be no excuse for most of the public's questions being unanswered by the City at these meetings. (5) Hold public engagement meetings that are accessible to marginalized communities most likely to have this technology used against them (such as, holding meetings at various times of day & weekends, having translators, etc). (6) Post online the recordings of all online public engagement meetings at least 1 week before the public comment period closes. (7) Require departments to provide answers to the public's questions at least 1 week before the public comment period closes. (8) Post public announcements for focus groups held by the City (9) Public engagement meetings and focus groups should have at least 1 outside civil liberties representative to present. (10) Publish to

the Privacy website in a more timely manner the CSWG meeting announcements and minutes. (11) Work with more City departments (not just Dept. of Neighborhoods) to foster engagement. (12) Work with more City boards and committees to foster engagement. (13) Provide at least 2 week lead time between announcing a public engagement meeting and the timing of that meeting occurring. (14) Provide early versions of drafts SIRs to the CSWG (as they requested more than once).

**ID:** 12161313635

**Submitted Through:** Online Comment

**Date:** 11/13/2020 11:03:49 AM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

1

**What value, if any, do you see in the use of this technology?**

2

**What do you want City leadership to consider about the use of this technology?**

3

**Do you have any other comments?**

4

**ID:** 12128589537

**Submitted Through:** Online Comment

**Date:** 11/1/2020 6:58:29 AM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

It is military weapons platform equipment and technology. They don't share with HLS Fusion? If not today, there is tomorrow.

**What value, if any, do you see in the use of this technology?**

Only for the further advancement of "Big Brother and to continue supporting paramilitariesing SPD and KCSD.

**What do you want City leadership to consider about the use of this technology?**

It is used for advanced and long range targeting.

**Do you have any other comments?**

Read the Voyuer RCW. Naked eye.

**ID:** 12125455624

**Submitted Through:** Online Comment

**Date:** 10/30/2020 12:34:17 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

In section 4.2 of the full report, "The video is requested as evidence from King County and stored using existing video evidence storage policies including SPD Policy 7.090." The scope of the data collected is broader than that associated with a request for

**What value, if any, do you see in the use of this technology?**

**What do you want City leadership to consider about the use of this technology?**

City leadership should consider under what conditions this technology is in use and whether a warrant is needed to approve this. The City leadership should consider whether or not this constitutes "evidence." City leadership should consider all of the

**Do you have any other comments?**

**ID:** 12118975621

**Submitted Through:** Online Comment

**Date:** 10/28/2020 5:09:38 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

This is a creepy tool to put in the hands of people who have already proven they can't be trusted with the tools they use. This shouldn't be a surveillance state. Our police shouldn't be able to monitor us from the air with technology that can see us when

**What value, if any, do you see in the use of this technology?**

None that isn't outweighed by putting dangerous surveillance tech in the hands of SPD.

**What do you want City leadership to consider about the use of this technology?**

Not using it.

**Do you have any other comments?**

Seattle City Council isn't the Communist Party of China. Don't act like it.

**ID:** 12118928781

**Submitted Through:** Online Comment

**Date:** 10/28/2020 4:50:49 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

I have no concerns regarding its use.

**What value, if any, do you see in the use of this technology?**

**What do you want City leadership to consider about the use of this technology?**

**Do you have any other comments?**

**ID:** 12117873188

**Submitted Through:** Online Comment

**Date:** 10/28/2020 10:58:58 AM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

I am concerned innocent bystanders privacy is violated with use of this surveillance.

**What value, if any, do you see in the use of this technology?**

None. This is major privacy violation.

**What do you want City leadership to consider about the use of this technology?**

Refuse.

**Do you have any other comments?**

The links to comment on proposed surveillance methods are difficult to find and if I didn't know any better, I'd say they're "hidden" purposefully.

**ID:** 12111684041

**Submitted Through:** Online Comment

**Date:** 10/26/2020 6:20:22 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

I am concerned that a) this technology is or will be used against protesters exercising their first amendment rights to freedom of speech and assembly, that it will have a chilling effect on those rights, and create safety issues for protesters if informa

**What value, if any, do you see in the use of this technology?**

**What do you want City leadership to consider about the use of this technology?**

**Do you have any other comments?**

**ID:** 12111484053

**Submitted Through:** Online Comment

**Date:** 10/26/2020 4:52:50 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

Every time I turn around, I see another article about how technology is deepening inequities. Increased surveillance is not the answer to our social ills--it will only deepen them.

**What value, if any, do you see in the use of this technology?**

None. We do not need more surveillance. There is enough already!

**What do you want City leadership to consider about the use of this technology?**

The social costs are potentially very deep, and far outweigh any savings in terms of police time or private property.

**Do you have any other comments?**

**ID:** 12103746854

**Submitted Through:** Online Comment

**Date:** 10/23/2020 9:02:47 AM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

None

**What value, if any, do you see in the use of this technology?**

Assist in locating/tracking for a variety of reasons more efficiently in most any environment or condition

**What do you want City leadership to consider about the use of this technology?**

There should be oversight, rules and regulations regarding the use of this tool and subsequent data with accountability

**Do you have any other comments?**

Not at this time

ID: 12102858883

**Submitted Through:** Online Comment

**Date:** 10/23/2020 4:31:30 AM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

Thermal Imaging will be abused to surveil, track, direct, and disrupt legal protest movements.

**What value, if any, do you see in the use of this technology?**

Thermal Imaging enables easier searching of victims in Search and Rescue.

**What do you want City leadership to consider about the use of this technology?**

Limit usage to casualty events or search and rescue. That's where it's totally positive.

**Do you have any other comments?**

**ID:** 12102022133

**Submitted Through:** Online Comment

**Date:** 10/22/2020 8:19:02 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

This technology will not be used to keep anyone safe. Rather it will be used to surveil members of the public, specifically protestors, in order to arrest, attack, and harm them. SPD has already used tools at their disposable to brutalize protestors and B

**What value, if any, do you see in the use of this technology?**

There is no value to this technology.

**What do you want City leadership to consider about the use of this technology?**

There is no reason that residents of Seattle should be surveilled in this manner. This will only cause more harm. Do not authorize the use of this technology.

**Do you have any other comments?**

Do not authorize the use of this technology. If you do, more members of the public will be attested, injured, or killed by the police.

**ID:** 12101809731

**Submitted Through:** Online Comment

**Date:** 10/22/2020 6:10:30 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

I don't think we can trust SPD to use this responsibly. They've proven that they will track down, harass, and persecute those who disagree with their tactics. It's a department full of white supremacists. We don't need to put this kind of technology into

**What value, if any, do you see in the use of this technology?**

While I want to think it would be helpful, I see none at this point, given that the SPD will use the technology. It really renders even considering value useless. Its value is negative to Seattle Citizens.

**What do you want City leadership to consider about the use of this technology?**

If there is any technology that the SPD can use to track people down, they will use it for hunting down black, brown, indigenous, and transgender people, as well as any other minority and marginalized groups that they can. There are obvious cases, on came

**Do you have any other comments?**

DEFUND THE SPD

**ID:** 12101790683

**Submitted Through:** Online Comment

**Date:** 10/22/2020 5:59:10 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

This comment applies to all listed technologies. SPD is a deeply untrustworthy agency that has not proven their use of technology responsible. This technology will be used to repress citizens by an organization that has repeatedly proven their disdain for

**What value, if any, do you see in the use of this technology?**

None. This will purely be used to harm citizens and further the reach of out of control agency.

**What do you want City leadership to consider about the use of this technology?**

I want city leadership to know that this technology will only further erode the trust of the people in their city. SPD will use this technology irresponsibly as they have with SDOTs traffic cameras.

**Do you have any other comments?**

**ID:** 12101680822

**Submitted Through:** Online Comment

**Date:** 10/22/2020 5:06:33 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

Please apply my comments to all surveillance tech listed here. SPD needs to be dismantled to all but officers needed for violent crime and to purge it of a culture of white supremacy. Their poor handling/escalation of force with recent protests means they

**What value, if any, do you see in the use of this technology?**

None. This equipment has no place in our community, especially with a police force as untrustworthy with equipment and citizen's safety as ours.

**What do you want City leadership to consider about the use of this technology?**

It will only be abused. Until SPD is torn down and non-violent crime services moved elsewhere we cannot continue to arm them with ever more advanced equipment.

**Do you have any other comments?**

I don't consider myself an activist but can't ignore the heinous and brazen behavior of SPD in recent months and don't want to see investment made in technology they'll surely use to further abuse citizens.

**ID:** 12101591052

**Submitted Through:** Online Comment

**Date:** 10/22/2020 4:28:31 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

Are flashlights not good enough for SPD? I don't see a use case for the police to use FLIR where a regular light would not serve the same purpose. Seattle is not a war zone.

**What value, if any, do you see in the use of this technology?**

It's a great way to waste our money.

**What do you want City leadership to consider about the use of this technology?**

I don't want to live in a city where the police can surveil you and identify you anywhere at any time. I should be able to attend a protest or political meeting and not worry about extrajudicial police harassment. SPD has recently and repeatedly shown its

**Do you have any other comments?**

All of these are an incredible waste of money, especially when the rest of the city is looking at austerity.

ID: 12101428379

**Submitted Through:** Online Comment

**Date:** 10/22/2020 3:18:06 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

Law enforcement has demonstrated a lack of regard for the fourth amendment and I do not think that expanding their power to record residents without a warrant is wise in any form.

**What value, if any, do you see in the use of this technology?**

None

**What do you want City leadership to consider about the use of this technology?**

Don't use it

**Do you have any other comments?**

**ID:** 12101367556

**Submitted Through:** Online Comment

**Date:** 10/22/2020 2:54:00 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

None.

**What value, if any, do you see in the use of this technology?**

This will save officers lives and the lives of the public

**What do you want City leadership to consider about the use of this technology?**

Aloe the use of this technology. It will save lives.

**Do you have any other comments?**

Aloe the use of this technology. It will save lives.

**ID:** 12101215876

**Submitted Through:** Online Comment

**Date:** 10/22/2020 1:55:56 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

Isn't this technology going to be used for the further suppression of protests against police brutality?

**What value, if any, do you see in the use of this technology?**

The SPD budget is already bloated and over funded

**What do you want City leadership to consider about the use of this technology?**

The money that would be used on these surveillance technologies should be going to housing and social services. Our city is in a homelessness crisis.

**Do you have any other comments?**

I'm disgusted to see the SPD doing the opposite of what the protest movement has demanded of them. We dont need more gadgets to increase policing we need more social services- what studies have proven ACTUALLY decrease crime and mortality

**ID:** 12101204854

**Submitted Through:** Online Comment

**Date:** 10/22/2020 1:51:35 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

Why does the Seattle Police Department feel the need to use military surveillance equipment on its domestic population?

**What value, if any, do you see in the use of this technology?**

None, disgusting

**What do you want City leadership to consider about the use of this technology?**

I would like City leadership to consider why they feel it is appropriate to arm our police force to the teeth like its own small paramilitary group

**Do you have any other comments?**

Abolish the Seattle Police Department, remove Jenny Durkan from office

**ID:** 12101046061

**Submitted Through:** Online Comment

**Date:** 10/22/2020 12:58:06 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

No matter what you say in response to public comment, we know you're just using this to help oppress citizens and protesters. Come on.

**What value, if any, do you see in the use of this technology?**

None

**What do you want City leadership to consider about the use of this technology?**

Abandon it.

**Do you have any other comments?**

You are the villains you grew up hoping to never be.

**ID:** 12101028005

**Submitted Through:** Online Comment

**Date:** 10/22/2020 12:52:28 PM

**Which surveillance technology that is currently open for public comment, do you wish to comment on?**

SPD: Forward Looking Infrared Real-Time Video (FLIR)

**What concerns, if any, do you have about the use of this technology?**

Citizens under the 4th amendment have a right to privacy. You're surveilling citizens with a presumption that they are guilty and don't deserve that right. It's not okay.

**What value, if any, do you see in the use of this technology?**

None. Literally none.

**What do you want City leadership to consider about the use of this technology?**

I want them to not implement it and not allow our police to use any type of technology that infringes on our inalienable rights as Americans.

**Do you have any other comments?**

Defund SPD should also include their technologies used for spying on citizens.

## Appendix D: Letters from Organizations or Commissions



walls, pointing a thermal camera at a building can still reveal sensitive information about what is happening inside. Drug detectives often use these devices to identify possible marijuana growers by looking for heat consistent with grow lights.<sup>2</sup> Furthermore, privacy and civil liberties concerns with FLIR are magnified when FLIR is used in conjunction with other powerful surveillance tools such as facial recognition and drones.

The Seattle Police Department (SPD) uses three King County Sheriff's Office helicopters that are equipped with FLIR technology as well as 30-million candlepower "Night Sun" searchlights, Pro Net and LoJack radio tracking receivers, still and video cameras, and communications equipment for communicating with local, state, and federal law and firefighting agencies on their frequencies. SPD can use FLIR technology and these helicopters to monitor human beings (whose body temperatures are fairly consistent) through clouds, haze, and darkness.

There are serious concerns with SPD's use of KCSO's helicopters as described in the SIR. The policies attached in the SIR do not include purpose limitations, adequate privacy and security protections, or restrictions on use. The SIR also does not specify how long KCSO retains still images and recordings attained when assisting SPD, or whether SPD's Digital Evidence Management System (DEMS) is an on-premise or a Software-as-a-Service (SaaS) deployment.

At the public engagement meeting held on October 28, 2020,<sup>3</sup> SPD officers were asked if SPD had ever used KCSO helicopters or FLIR technology for the purpose of surveilling protesters and if SPD had any policies prohibiting use of these technologies for protester surveillance. The officers were also asked over which neighborhoods the helicopters had been deployed, given that the SIR states that in 2018, Guardian One was deployed 45 times to SPD events. For both questions, SPD officers declined to answer and told the public to submit public records requests. However, because SPD's Public Records Act request portal states that the minimum response timeline is in excess of 6-12 months, members of the public would not be able to receive answers to these questions in time to submit public comments on these technologies.

Given the lack of adequate policies in the SIR and the number of unanswered questions that remain, we have concerns that SPD's use of KCSO's helicopters and FLIR technology may infringe upon people's civil rights and civil liberties. KCSO's FLIR-equipped helicopters may be used to disproportionately surveil historically targeted communities, individuals exercising their constitutionally protected right to protest, or people just going about their lives.

#### *Specific Concerns*

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<sup>2</sup> In the 2001 case *Kyllo v. United States*, the U.S. Supreme Court ruled that federal agents violated the Fourth Amendment when they used a thermal imaging device to detect marijuana plants growing inside a home.

<sup>3</sup> Seattle Police Department, *Surveillance Technology Public Comment Meeting*, CITY OF SEATTLE (Oct. 28, 2020), <https://www.seattle.gov/Documents/Departments/Tech/Privacy/Group%203%20Presentation.pdf>.

- **There are inadequate policies defining purpose of use.** The policies cited in the SIR do not impose meaningful restrictions on the purpose for which SPD may request that KCSO helicopters and FLIR technology be used. Policy 16.060 – King County Sheriff’s Office Air Support Unit<sup>4</sup> simply states that “Guardian One offers air support for patrol and specialized missions” and that “Guardian Two offers air support for special operations such as search and rescue (SAR) and tactical missions.” This policy only describes the process by which SPD may request support from KCSO’s air support unit but does not state the specific purposes for which SPD may or may not request support. Section 4.9 of the SIR<sup>5</sup> states that SPD may request video from KCSO’s Air Unit “[w]hen necessary and pertinent to a specific investigation” but does not specify the types of investigations for which SPD may request data from KCSO or how it is determined if such data is necessary and pertinent. Policy 6.060 – Collection of Information for Law Enforcement Purposes<sup>6</sup> states that “Information will be gathered and recorded in a manner that does not unreasonably infringe upon: individual rights, liberties, and freedoms guaranteed by the Constitution of the United States and the State of Washington” and Policy 5.140 – Bias-Free Policing states that “officers will not engage in bias-based policing.”<sup>7</sup> However, SPD’s answers at the October 28 public engagement meeting do not make clear whether and how SPD prohibits use of KCSO helicopters to engage in surveillance of protesters or biased policing. Section 1.4.2 of the Racial Equity Toolkit (RET) section of the SIR specifically asks: “How are decisions made where the technology is used or deployed? How does the Department work to ensure diverse neighborhoods are not specifically targeted?”<sup>8</sup> The response from SPD directs attention to SPD Policy 16.060, which does not provide adequate purpose limitations.
- **There are inadequate policies restricting data collection.** The policies cited in the SIR do not place any restrictions on the amount or types of data SPD may request from KCSO. At the October 28 public engagement meeting, SPD officers did not answer whether or how SPD places time or geographic limitations on the data it may request from KCSO.

<sup>4</sup> Seattle Police Department, *Seattle Police Department Manual: 16.060 - King County Sheriff’s Office Air Support Unit*, CITY OF SEATTLE (Mar. 1, 2016), <http://www.seattle.gov/police-manual/title-16---patrol-operations/16060---king-county-sheriffs-office-air-support-unit>.

<sup>5</sup> Seattle Police Department, *2020 Surveillance Impact Report: Forward Looking Infrared Real-Time Video (FLIR) (KCSO Helicopters)*, CITY OF SEATTLE, at 12, [http://www.seattle.gov/Documents/Departments/Tech/Privacy/FLIR%20-%20KCSO%20Helicopters%20Public\\_Engagement%20SIR.pdf](http://www.seattle.gov/Documents/Departments/Tech/Privacy/FLIR%20-%20KCSO%20Helicopters%20Public_Engagement%20SIR.pdf) (last visited Nov. 5, 2020).

<sup>6</sup> Seattle Police Department, *Seattle Police Department Manual: 6.060 - Collection of Information for Law Enforcement Purposes*, CITY OF SEATTLE (May 19, 2004), <http://www.seattle.gov/police-manual/title-6---arrests-search-and-seizure/6060---collection-of-information-for-law-enforcement-purposes>.

<sup>7</sup> Seattle Police Department, *Seattle Police Department Manual: 5.140 - Bias-Free Policing*, CITY OF SEATTLE (Aug. 1, 2019), <http://www.seattle.gov/police-manual/title-5---employee-conduct/5140---bias-free-policing>.

<sup>8</sup> *2020 Impact Report: Infrared Video*, *supra* note 5, at 23.

- **It is unclear if and how SPD protects the privacy of individuals unrelated to an investigation.** The SIR does not include any policies regarding how it redacts or deletes information. At the October 28 public engagement meeting, SPD officers did not provide an answer to the question of whether and how it redacts or deletes information collected that may compromise the privacy of individuals unrelated to an investigation.
- **It is unclear how data collected are stored and protected.** SPD stated at the October 28 public engagement meeting that it is unaware of how long KCSO retains still images and recordings obtained when assisting SPD. While SPD officers stated that SPD stores video requested from KCSO in its Digital Evidence Management System (DEMS)—not Evidence.com, this is not made clear within the SIR. Additionally, SPD officers did not answer whether SPD's DEMS is on on-premise or Software-as-a-Service (SaaS) deployment.
- **The SIR does not provide the dates and neighborhoods over which KCSO helicopters and FLIR technology have been deployed.** Though the SIR states that there have been 45 deployments of Guardian One to support SPD in 2018, the SIR does not include an analysis of the locations of those deployments.<sup>9</sup> Additionally, during the October 28 public engagement meeting, SPD declined to state the neighborhoods over which the helicopters had been deployed. It is important that SPD include this information in the Racial Equity Toolkit section of the final SIR in order to address the following questions in Section 1.4.2: “How are decisions made where the technology is used or deployed? How does the Department work to ensure diverse neighborhoods are not specifically targeted?”<sup>10</sup>

#### *Outstanding Questions*

- What are the registration and/or tail numbers for each helicopter?
- In 2019 and 2020, did the KCSO Air Support Unit have any additional helicopters aside from the three listed in the SIR?
- How long does KCSO retain still images and recordings attained when assisting SPD?
- Is SPD's Digital Evidence Management System (DEMS) an on-premise deployment or is it Software-as-a-Service?
- Has SPD ever requested KCSO ASU services or obtained data from KCSO's helicopters and/or FLIR technology to surveil protesters?
- What are the neighborhoods over which KCSO's helicopters have been deployed?

#### *Recommendations for Regulation*

At this stage, pending answers to the questions above, we can make only preliminary recommendations for the regulation of SPD's use of KCSO's helicopters and FLIR technology. We recommend that the Council adopt, via ordinance, at a minimum, clear and enforceable rules that ensure the following:

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<sup>9</sup> *Id.* at 9.

<sup>10</sup> *Id.* at 23.

- **SPD must abide by a specific and restricted purpose of use:** The ordinance should define a specific purpose of use for KCSO's helicopters and FLIR technology, and any SPD use of KCSO's helicopters and FLIR technology and data collected with these technologies must be restricted to that specific purpose.
- **SPD must adopt processes to ensure it is not targeting diverse neighborhoods.** The ordinance should prohibit SPD from using KCSO's helicopters and FLIR technology to disproportionately surveil communities of color and other historically over-policed communities.
- **SPD must protect the privacy of individuals unrelated to a specific search or investigation.** The ordinance should require SPD to redact or delete information collected that may compromise the privacy of individuals not related to a specific search or investigation, restricted by the purpose of use.
- **SPD must produce a publicly available annual report detailing its use of KCSO helicopters and FLIR technology.** The ordinance should require that SPD produce an annual report including details on how SPD used the data collected, the amount of data collected, for how long data were retained and in what form, where the data are stored, and the neighborhoods over which KCSO helicopters and/or FLIR technology were deployed.

#### Video Recording Systems

##### *Background*

SPD uses two camera systems to record and/or monitor members of the public within SPD interview rooms, Blood Alcohol Collection (BAC) rooms, and precinct holding cells: Genetec Video Management System and Milestone Systems XProtect Video Management Software and Products.

Genetec Video Management System is a permanently installed system primarily used to record in-person interactions and interviews with crime victims, witnesses, and suspects in seven designated interview rooms located at the SPD headquarters in the Seattle Justice Center. This system is used to create a video record of interviews for the purposes of use in criminal justice proceedings. Milestone Systems XProtect Video Management Software and Products is a permanently installed system in SPD's Blood Alcohol Collection (BAC) rooms and precinct holding cells. They record continuously all activity in those locations.<sup>11</sup>

SPD's use of these video recording systems can pose threats to people's privacy and civil liberties if used without adequate safeguards. The SIR does not provide adequate purpose limitations regarding SPD's use of these technologies, does not include full details of the capabilities of these systems, and does not adequately specify technical and procedural safeguards to prevent improper viewing.

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<sup>11</sup> Seattle Police Department, *2020 Surveillance Impact Report: Video Recording Systems (Interview, Blood-Alcohol Collection Room, and Precinct Holding Cell Audio)*, CITY OF SEATTLE, at 4, [https://www.seattle.gov/Documents/Departments/Tech/Privacy/Video%20Recording%20Systems%20Public\\_Engagement%20SIR.pdf](https://www.seattle.gov/Documents/Departments/Tech/Privacy/Video%20Recording%20Systems%20Public_Engagement%20SIR.pdf) (last visited Nov. 5, 2020).

collection, or storage of the images or video footage.

#### *Specific Concerns*

- **There are inadequate policies defining purpose of use.** Section 4.9 of the SIR asks, “What are acceptable reasons for access to the equipment and/or data collected?”<sup>12</sup> The response does not specifically detail how and for what purpose the equipment and/or data collected from the equipment may be used.
- **The capabilities of the Genetec and Milestone systems are unclear.** SPD does not provide links or attachments providing specific details about either of the systems they use. Both Genetec<sup>13</sup> and Milestone<sup>14</sup> advertise facial recognition systems that may be integrated with its video management systems.
- **It is unclear how data are collected, stored, and protected.** The SIR does not make clear whether SPD stores the data they receive in the Digital Evidence Management System or Evidence.com, a cloud-based digital evidence platform owned by Axon. The SIR simply references SPD policy 7.110 – Recorded Statements, which states that data may be uploaded to the Digital Evidence Management System (DEMS) or Evidence.com.<sup>15</sup> Additionally, the SIR does not include information about the security practices SPD follows to protect the privacy of members of the public who are recorded by the Genetec and Milestone video management systems. Finally, the SIR does not specify who has permission to modify the pan, tilt, and/or zoom of the cameras.

#### *Outstanding Questions*

- Does SPD use a Genetec or Milestone partner add-on that enables facial recognition or other biometric data collection/identification?
- How are firmware/software updates applied to the Genetec systems?
- What security practices does SPD follow?
- Where does the SPD Evidence Section store the Genetec-generated recordings and Milestone recordings they receive?
- For both the Genetec and Milestone systems, who has permission to modify the pan, tilt, and/or zoom of the cameras?

<sup>12</sup> *Id.* at 12.

<sup>13</sup> *Security Center Omnicast IP video surveillance*, GENETEC, <https://resources.genetec.com/video-modules-and-add-ons/omnicast-ip-video-surveillance> (last visited Nov. 5, 2020).

<sup>14</sup> *Dahua Face Recognition Plugin for Milestone VMS*, MILESTONE, <https://www.milestonesys.com/marketplace/zhejiang-dahua-technology-co.-ltd/dahua-face-recognition-plugin-for-milestone-vms/> (last visited Nov. 5, 2020); *Id-Guard Face Recognition Plugin*, MILESTONE, <https://www.milestonesys.com/marketplace/lle-rectfaces/id-guard-face-recognition-plugin/> (Nov. 5, 2020).

<sup>15</sup> Seattle Police Department, *Seattle Police Department Manual: 7.110 - Recorded Statements*, CITY OF SEATTLE (Oct. 1, 2020), <https://www.seattle.gov/police-manual/title-7---evidence-and-property/7110---recorded-statements>.

#### *Recommendations for Regulation*

At this stage, pending answers to the questions above, we can make only preliminary recommendations for the regulation of SPD's use of video recording systems. We recommend that the Council adopt, via ordinance, at a minimum, clear and enforceable rules that ensure the following:

- **SPD must abide by a specific and restricted purpose of use:** The ordinance should define a specific purpose of use for any video recording systems used by SPD, and any use must be restricted to that specific purpose.
- **SPD must not use any video recording systems that have capabilities beyond what is strictly necessary to fulfill the purpose of use (e.g., recording custodial interrogations).** The ordinance should prohibit incorporating additional services such as facial recognition systems with the video recording systems.

#### Situational Awareness Cameras Without Recording

##### *Background*

SPD uses four types of portable cameras to observe both public and private areas during tactical operations. The four types of cameras and their vendors are:

- Robot-mounted cameras – RoboteX
- Pole-mounted cameras – Tactical Electronics & Smith and Wesson
- Placeable cameras – Remington & Tactical Electronics
- Throwable cameras – Remington & Tactical Electronics<sup>16</sup>

SPD's use of these situational awareness cameras can pose threats to people's privacy and civil liberties if used without adequate safeguards. The SIR does not provide adequate purpose limitations regarding SPD's use of these technologies, does not include full details of the capabilities of the cameras, and does not adequately specify technical and procedural safeguards to prevent improper viewing, collection, or storage of the images or video footage.

##### *Specific Concerns*

- **There are inadequate policies defining purpose of use.** Section 4.9 of the SIR asks, "What are acceptable reasons for access to the equipment and/or data collected?" The response states: "The decision to use situational awareness cameras is made on a case-by-case basis. These devices allow officers to monitor a subject or watch situation from a position of safety and distance. Absent exigent circumstances, a signed warrant is obtained prior to the use of this technology in any protected area."<sup>17</sup> This response does not

<sup>16</sup> Seattle Police Department, *2020 Surveillance Impact Report: Situational Awareness Cameras Without Recording*, CITY OF SEATTLE, at 5, [https://www.seattle.gov/Documents/Departments/Tech/Privacy/Situational%20Awareness%20Cameras%20Public\\_Engagement%20SIR.pdf](https://www.seattle.gov/Documents/Departments/Tech/Privacy/Situational%20Awareness%20Cameras%20Public_Engagement%20SIR.pdf) (last visited Nov. 5, 2020).

<sup>17</sup> *Id.* at 8.

provide a clear and limited purpose for which this technology may or may not be used. While SPD's response states that a warrant is obtained prior to use of the cameras in protected areas, such as inside a home, it does not state the specific purposes for which SPD may or may not use the cameras without a warrant.

- **The capabilities of the situational awareness cameras are unclear.** The SIR does not provide manuals or the complete model names and/or numbers of each of the camera technologies. During the October 28 public engagement meeting, SPD stated that their situational awareness cameras do not support recording. However, the vendor websites advertise situational awareness cameras that do support recording. For example, the Tactical Electronics Core Monitor,<sup>18</sup> Pole Camera,<sup>19</sup> and Under Door Camera<sup>20</sup> can either take photos, record video, and/or record audio.
- **It is unclear what technical and procedural safeguards are in place to prevent the improper viewing, collection, and storage of images.** During the October 28 public engagement meeting, SPD stated that there is no way that images, video, or audio footage could be collected and stored. In order to verify that information, SPD must provide detailed information about the technologies it uses as stated above. Additionally, even if the cameras themselves cannot record footage, it is unclear if there are policies and procedures in place to prevent live-streamed situational camera footage from being recorded via a different device.

#### *Outstanding Questions*

- What are the complete model names/numbers for each of the equipment in scope for the Situational Awareness Cameras?
- What technical safeguards are in place to prevent the storage/retention of images?
- 7.3 of Situational Awareness Cameras SIR states "[the SWAT Unit] have mitigated the risk of improper viewing of the protected areas." How specifically have they mitigated the risk?
- What (if any) sections of the SPD Manual specifically cover the use of these technologies by SWAT?

#### *Recommendations for Regulation*

At this stage, pending answers to the questions above, we can only make preliminary recommendations for the regulation of SPD's use of situational awareness cameras. We recommend that the Council adopt, via ordinance, at a minimum, clear and enforceable rules that ensure the following:

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<sup>18</sup> *Core Monitor*, TACTICAL ELEC., <https://www.tacticalectronics.com/product/core-monitor/> (last visited Nov. 5, 2020).

<sup>19</sup> *Core Pole Camera*, TACTICAL ELEC., <https://www.tacticalectronics.com/product/core-pole-camera/> (last visited Nov. 5, 2020).

<sup>20</sup> *Core Under Door Camera*, TACTICAL ELEC., <https://www.tacticalectronics.com/product/core-under-door-camera/> (last visited Nov. 5, 2020).

- **SPD must abide by a specific and restricted purpose of use:** The ordinance should define a specific purpose of use for situational awareness cameras used by SPD, and any use must be restricted to that specific purpose.
- **SPD must not use any situational awareness cameras that have capabilities beyond what is strictly necessary to fulfill the purpose of use defined by the ordinance.** The ordinance should prohibit SPD from using cameras that have facial recognition or recording capabilities.
- **SPD must adopt technical and procedural safeguards to prevent misuse of the situational awareness cameras.** The ordinance should require SPD adopt safeguards that prevent use of the cameras or the footage streamed from the cameras for purposes beyond what is defined in the ordinance.

Thank you for your consideration of our comments and for facilitating this public review process.

Sincerely,

Jennifer Lee  
Technology and Liberty Project Manager

## Appendix E: CTO Notification of Surveillance Technology

Thank you for your department's efforts to comply with the new Surveillance Ordinance, including a review of your existing technologies to determine which may be subject to the Ordinance. I recognize this was a significant investment of time by your staff; their efforts are helping to build Council and public trust in how the City collects and uses data.

As required by the Ordinance (SMC 14.18.020.D), this is formal notice that the technologies listed below will require review and approval by City Council to remain in use. This list was determined through a process outlined in the Ordinance and was submitted at the end of last year for review to the Mayor's Office and City Council.

The first technology on the list below must be submitted for review by March 31, 2018, with one additional technology submitted for review at the end of each month after that. The City's Privacy Team has been tasked with assisting you and your staff with the completion of this process and has already begun working with your designated department team members to provide direction about the Surveillance Impact Report completion process.

Please let me know if you have any questions.

Thank you,

Michael Mattmiller

Chief Technology Officer

Technology	Description	Proposed Review Order
<b>Automated License Plate Recognition (ALPR)</b>	ALPRs are computer-controlled, high-speed camera systems mounted on parking enforcement or police vehicles that automatically capture an image of license plates that come into view and converts the image of the license plate into alphanumeric data that can be used to locate vehicles reported stolen or otherwise sought for public safety purposes and to enforce parking restrictions.	1
<b>Booking Photo Comparison Software (BPCS)</b>	BCPS is used in situations where a picture of a suspected criminal, such as a burglar or convenience store robber, is taken by a camera. The still screenshot is entered into BPCS, which runs an algorithm to compare it to King County Jail booking photos to identify the person in the picture to further investigate his or her involvement in the crime. Use of BPCS is governed by <a href="#">SPD Manual §12.045</a> .	2
<b>Forward Looking Infrared Real-time video (FLIR)</b>	Two King County Sheriff's Office helicopters with Forward Looking Infrared (FLIR) send a real-time microwave video downlink of ongoing events to commanders and other decision-makers on the ground, facilitating specialized radio tracking equipment to locate bank robbery suspects and provides a platform for aerial photography and digital video of large outdoor locations (e.g., crime scenes and disaster damage, etc.).	3

Technology	Description	Proposed Review Order
<b>Undercover/ Technologies</b>	<p>The following groups of technologies are used to conduct sensitive investigations and should be reviewed together.</p> <ul style="list-style-type: none"> <li>• <b>Audio recording devices:</b> A hidden microphone to audio record individuals without their knowledge. The microphone is either not visible to the subject being recorded or is disguised as another object. Used with search warrant or signed Authorization to Intercept (<a href="#">RCW 9A.73.200</a>).</li> <li>• <b>Camera systems:</b> A hidden camera used to record people without their knowledge. The camera is either not visible to the subject being filmed or is disguised as another object. Used with consent, a search warrant (when the area captured by the camera is not in plain view of the public), or with specific and articulable facts that a person has or is about to be engaged in a criminal activity and the camera captures only areas in plain view of the public.</li> <li>• <b>Tracking devices:</b> A hidden tracking device carried by a moving vehicle or person that uses the Global Positioning System to determine and track the precise location. U.S. Supreme Court v. Jones mandated that these must have consent or a search warrant to be used.</li> </ul>	4
<b>Computer-Aided Dispatch (CAD)</b>	<p>CAD is used to initiate public safety calls for service, dispatch, and to maintain the status of responding resources in the field. It is used by 911 dispatchers as well as by officers using mobile data terminals (MDTs) in the field.</p>	5

Technology	Description	Proposed Review Order
<b>CopLogic</b>	System allowing individuals to submit police reports on-line for certain low-level crimes in non-emergency situations where there are no known suspects or information about the crime that can be followed up on. Use is opt-in, but individuals may enter personally-identifying information about third-parties without providing notice to those individuals.	6
<b>Hostage Negotiation Throw Phone</b>	A set of recording and tracking technologies contained in a phone that is used in hostage negotiation situations to facilitate communications.	7
<b>Remotely Operated Vehicles (ROVs)</b>	These are SPD non-recording ROVs/robots used by Arson/Bomb Unit to safely approach suspected explosives, by Harbor Unit to detect drowning victims, vehicles, or other submerged items, and by SWAT in tactical situations to assess dangerous situations from a safe, remote location.	8
<b>911 Logging Recorder</b>	System providing networked access to the logged telephony and radio voice recordings of the 911 center.	9
<b>Computer, cellphone and mobile device extraction tools</b>	Forensics tool used with consent of phone/device owner or pursuant to a warrant to acquire, decode, and analyze data from smartphones, tablets, portable GPS device, desktop and laptop computers.	10
<b>Video Recording Systems</b>	These systems are to record events that take place in a Blood Alcohol Concentration (BAC) Room, holding cells, interview, lineup, and polygraph rooms recording systems.	11
<b>Washington State Patrol (WSP) Aircraft</b>	Provides statewide aerial enforcement, rapid response, airborne assessments of incidents, and transportation services in support of the Patrol's public safety mission. WSP Aviation currently manages seven aircraft equipped with FLIR cameras. SPD requests support as needed from WSP aircraft.	12

Technology	Description	Proposed Review Order
<b>Washington State Patrol (WSP) Drones</b>	WSP has begun using drones for surveying traffic collision sites to expedite incident investigation and facilitate a return to normal traffic flow. SPD may then request assistance documenting crash sites from WSP.	13
<b>Callyo</b>	This software may be installed on an officer's cell phone to allow them to record the audio from phone communications between law enforcement and suspects. Callyo may be used with consent or search warrant.	14
<b>I2 iBase</b>	The I2 iBase crime analysis tool allows for configuring, capturing, controlling, analyzing and displaying complex information and relationships in link and entity data. iBase is both a database application, as well as a modeling and analysis tool. It uses data pulled from SPD's existing systems for modeling and analysis.	15
<b>Parking Enforcement Systems</b>	Several applications are linked together to comprise the enforcement system and used with ALPR for issuing parking citations. This is in support of enforcing the Scofflaw Ordinance <a href="#">SMC 11.35</a> .	16
<b>Situational Awareness Cameras Without Recording</b>	Non-recording cameras that allow officers to observe around corners or other areas during tactical operations where officers need to see the situation before entering a building, floor or room. These may be rolled, tossed, lowered or throw into an area, attached to a hand-held pole and extended around a corner or into an area. Smaller cameras may be rolled under a doorway. The cameras contain wireless transmitters that convey images to officers.	17
<b>Crash Data Retrieval</b>	Tool that allows a Collision Reconstructionist investigating vehicle crashes the opportunity to image data stored in the vehicle's airbag control module. This is done for a vehicle that has been in a crash and is used with consent or search warrant.	18

Technology	Description	Proposed Review Order
<b>Maltego</b>	An interactive data mining tool that renders graphs for link analysis. The tool is used in online investigations for finding relationships between pieces of information from various sources located on the internet.	19

Please let me know if you have any questions.

Thank you,

Michael

## 2023~~20~~ Surveillance Impact Report Executive Overview

# Forward Looking Infrared Real-Time Video (FLIR)

(KCSO Helicopters)

Seattle Police Department

### SIR Versions:

- 2020 Surveillance Impact Report Executive Overview: Forward Looking Infrared Real-Time Video (FLIR) adopted by Ordinance 126341 on May 24, 2021.
- 2023 Surveillance Impact Report Executive Overview: Forward Looking Infrared Real-Time Video (FLIR)

~~April 13<sup>th</sup>, 2021~~ February 1, 2023

Version ~~21~~

## Overview

**The Operational Policy statements in this document represent the only allowable uses of the equipment and data collected by this technology.**

This Executive Overview documents information about the collection, use, sharing, security and access controls for data that is gathered through Seattle Police Department's use of King County Sheriff's Office Helicopters featuring Forward Looking Infrared Real-Time Video (FLIR) technology. All information provided here is contained in the body of the full Surveillance Impact Review (SIR) document but is provided in a condensed format for easier access and consideration.

### 1.0 Technology Description

The King County Sheriff's Air Support Unit is the only full-time rotary-wing law enforcement aviation unit in Washington State. Three separate helicopters, one Bell 206B3 helicopter, one UH-1H "Huey," and one Bell 407, operate as Guardian One and Guardian Two. The capabilities of these aircraft include: forward looking infrared cameras (FLIR), 30-million candlepower "Night Sun" searchlights, Pro Net and LoJack radio tracking receivers, still and video cameras, and communications equipment for communicating with local, state, and federal law and firefighting agencies on their frequencies.

The Maple Leaf Helicopter Downlink facility houses the receiver, decoder, and IP encoder equipment necessary to allow SPD personnel to view live streamed video from the KCSO helicopters. The Downlink facility does not give SPD the capacity to record the live streamed video. There are no saved recordings. KCSO helicopters do record audio and video of their operations, and SPD may request as evidence copies of those recordings, which SPD stores pursuant to using existing video evidence storage policies, including SPD Policy 7.090 – Photographic Evidence.

The aerial vantage point created by the use of helicopters helps trained law enforcement personnel provide enhanced vision to locate and track the movement of crime suspects and disaster victims. The forward looking infrared (FLIR) camera technology housed within the Guardian One and Guardian Two helicopters provides a further enhanced picture of incident scenes by layering heat signatures of individuals and objects on top of the aerial video. The FLIR technology allows for subjects to be detected even when obscured by clouds, haze, or darkness.

Aerial video and infrared technology are tools that may be perceived as invasive to an individual's privacy, as they may be recorded without their knowledge or consent. SPD policy mitigates against the potential for inappropriate use. [SPD Policy 6.060 - Collection of Information for Law Enforcement Purposes](#) defines the way information will be gathered and recorded in a manner that does not unreasonably infringe upon: individual rights, liberties, and freedoms guaranteed by the Constitution of the United States and the State of Washington, including freedom of speech, press, association, and assembly; liberty of conscience; the exercise of religion.



## 2.0 Purpose

**Operational Policy:** The KCSO Helicopters and onboard FLIR technology respond only to SPD ~~emergency~~ events in which the KCSA Air Unit deems air support is beneficial. SPD only receives and accesses information from the KCSO helicopters that is relevant to the incidents to which Guardian One or Guardian Two have responded. The video is requested as evidence from King County and stored using existing video evidence storage policies including [SPD Policy 7.090 – Photographic Evidence](#).

[SPD Policy 16.060 - King County Sheriff's Office Air Support Unit](#) governs the procedures and protocols associated with assistance of the KCSO ASU

The Guardian One and Guardian Two helicopters provide critical assistance to SPD units on the ground during incidents. The benefits include rapid response to crime or disaster scenes and give law enforcement personnel an enhanced bird's eye view of the situation. "At normal patrol speeds and altitudes, a helicopter can keep an object in view on the ground ten times longer than a ground officer moving at normal street patrol speeds."<sup>1</sup> While conventional night vision technology does augment the user's ability to locate subjects by enhancing visible light, FLIR systems are more effective because they provide images using the heat emitted by subjects and objects.

## 3.0 Data Collection and Use

**Operational Policy:** Recordings made by Guardian helicopters associated with SPD calls for service ~~are regularly~~[may be](#) requested as video evidence from the King County Sheriff's Office, including FLIR video is needed for evidentiary or investigative purposes. These recordings are provided by the KCSO ~~on evidence-grade DVD, USB drive, external hard drive or other physical media. on high quality evidence-grade DVD, as digital files consistent with~~ [SPD Policy 7.010](#) ~~which~~ governs the submission of evidence and requires that all collected evidence be documented in a GO Report. Per [SPD Policy 7.090 – Photographic Evidence](#), all video evidence not produced by SPD employees is submitted to the SPD Evidence Unit.

~~The only information relayed to SPD during the Unit operation is radio transmission from the Air Support Unit. Though the KCSO helicopters have a real-time microwave video downlink capable of transmitting video of ongoing events to units on the ground, SPD does not utilize this function.~~ Recordings made by Guardian helicopters associated with SPD calls for service ~~are regularly~~[may be](#) requested as video evidence from the King County Sheriff's Office, including FLIR video ~~ifs~~ needed for evidentiary or investigative purposes. These recordings are provided by the KCSO ~~on evidence-grade DVD, USB drive, external hard drive or other physical media. on high quality evidence-grade DVD.~~ [SPD Policy 7.010](#) governs the submission of evidence and requires that all collected evidence be documented in a GO Report. Per [SPD Policy 7.090 – Photographic Evidence](#), all video evidence not produced by SPD employees is submitted to the SPD Evidence Unit. The SPD Evidence Unit stores the video in the Digital Evidence Management System (DEMS). The King County Sheriff's Office Air Support Unit does record audio and video of their operations and occasionally does release these recordings to the public, including video posted on their [YouTube channel](#).

## 4.0 Data Minimization & Retention

**Operational Policy:** SPD ~~only~~ receives and accesses information from the KCSO helicopters that is relevant to the incidents to which Guardian One or Guardian Two have responded. The video is requested as evidence from King County and stored using existing video evidence storage policies including [SPD Policy 7.090 – Photographic Evidence](#).

The Maple Leaf Downlink equipment is static and acts as a passthrough allowing SPD personnel to view the live feed of visual information. No data or images from the video downlink are recorded or stored by SPD.

The KCSO Helicopters and onboard FLIR technology respond only to SPD emergency events in which air support is beneficial. SPD ~~only~~ receives and accesses information from the KCSO helicopters that is relevant to the incidents to which Guardian One or Guardian Two have responded. The video is requested as evidence from King County and stored using existing video evidence storage policies including [SPD Policy 7.090 – Photographic Evidence](#).

## 5.0 Access & Security

**Operational Policy:** SPD are consumers of the information provided by the KCSO Air Unit, ~~and do not maintain the systems used to access this information.~~

The Guardian One and Guardian Two helicopters and onboard FLIR cameras are operated by the King County Sheriff's Air Unit. When Guardian One is operational, the unit monitors SPD radio and advises SPD Communications when they are available to assist during active calls for service. SPD officers may also request air support assistance directly to Guardian One or through SPD Communications.

Recordings are provided by the KCSO on evidence-grade DVD, USB drive, external hard drive or other physical media. ~~on high-quality evidence-grade DVD.~~ [SPD Policy 7.010](#) governs the submission of evidence and requires that all collected evidence be documented in a GO Report. Per [SPD Policy 7.090 – Photographic Evidence](#), all video evidence not produced by SPD employees is submitted to the SPD Evidence Unit. The SPD Evidence Unit stores the video in ~~the Digital Evidence Management System (DEMS)~~[SPD's Evidence Management System](#).

### Access

The helicopter and FLIR technology are not directly operated by SPD personnel.

SPD are consumers of the information provided by the KCSO Air Unit ~~and do not maintain the systems used to access this information.~~ The Maple Leaf Downlink site allows SPD to view the video from the KCSO helicopters in real-time only. SPD does not record or save any video or images provided by this downlink.

Per [SPD Policy 16.060 - King County Sheriff's Office Air Support Unit](#), when Guardian One is operational, the unit monitors SPD radio and advises SPD Communications when they are available to assist during active calls for service.

SPD officers may also request air support assistance directly to Guardian One or through SPD Communications. “If Guardian One is off-duty, but their assistance is required for a police operation, a sergeant will screen the request and coordinate with Communications.” If they respond to an SPD call, Guardian One and Guardian Two are documented as responding resources in the CAD event by SPD Communications.

## Security

Recordings made by Guardian helicopters associated with SPD calls for service are requested as video evidence from the King County Sheriff’s Office, including FLIR video is needed for evidentiary or investigative purposes related to the investigation of a crime or missing person. These recordings are provided by the KCSO [on evidence-grade DVD, USB drive, external hard drive or other physical media.](#) ~~on high-quality evidence-grade DVD.~~ [SPD Policy 7.010](#) governs the submission of evidence and requires that all collected evidence be documented in a GO Report. Per [SPD Policy 7.090 – Photographic Evidence](#), all video evidence not produced by SPD employees is submitted to the SPD Evidence Unit. The SPD Evidence Unit stores the video in the Digital Evidence Management System (DEMS).

SPD policy contains multiple provisions to avoid improperly collecting data. [SPD Policy 7.010](#) governs the submission of evidence and requires that all collected evidence be documented in a GO Report. Per [SPD Policy 7.090 – Photographic Evidence](#), all video evidence not produced by SPD employees is submitted to the SPD Evidence Unit. The SPD Evidence Unit stores the video in the CJIS certified Digital Evidence Management System (DEMS).

## 6.0 Data Sharing and Accuracy

**Operational Policy:** [Video may be shared with outside entities in connection with criminal prosecutions and pursuant to the Washington Public Records Act.](#) ~~No person, outside of SPD has direct access to the video information provided to SPD by the King County Air Unit once it has been received by SPD.~~

Video may be shared with outside entities in connection with criminal prosecutions:

- Seattle City Attorney’s Office
- King County Prosecuting Attorney’s Office
- King County Department of Public Defense
- Private Defense Attorneys
- Seattle Municipal Court
- King County Superior Court
- Similar entities where prosecution is in Federal or other State jurisdictions

Video may be made available to requesters pursuant to the Washington Public Records Act, [Chapter 42.56 RCW](#) (“PRA”). SPD will apply applicable exemptions to the data before disclosing

to a requester. Individuals have the right to inspect criminal history record information maintained by the department ([RCW 10.97.030](#), [SPD Policy 12.050](#)). Individuals can access their own information by submitting a public disclosure request.

Sharing of video information may be necessary for prosecution or to comply with requests pursuant to public records requests.

## 7.0 Equity Concerns

**Operational Policy:** [SPD Policy 5.140](#) forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures.

**Per [SPD Policy 16.060 - King County Sheriff's Office Air Support Unit](#), determining events in which aerial support would be beneficial is based on the particular event situation and the availability of the King County Air Support Unit.**

Inherent in video obtained from an aerial platform such as Guardian One and Guardian Two with FLIR camera systems is the risk that private information may be obtained about 3rd parties. While the FLIR camera system can detect and record heat sources inside some structures, it is not able to peer inside homes or other buildings. Though the high definition color cameras mounted on the KCSO helicopters is able to discern individual characteristics, the FLIR camera system video does not capture even the most generic of identifiable individual characteristics such as race, age, or gender.

The mission of the Seattle Police Department is to prevent crime, enforce the law, and support quality public safety by delivering respectful, professional and dependable police services. A potential civil liberties concern is that the SPD would over-surveil vulnerable or historically targeted communities, deploying Guardian One to diverse neighborhoods more often than to other areas of the City. [SPD Policy 5.140](#) forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures. Determining events in which aerial support would be beneficial is based on the particular event situation and the availability of the King County Air Support Unit.

The Aspen Institute on Community Change defines structural racism as “...public policies, institutional practices, cultural representations and other norms [which] work in various, often reinforcing ways to perpetuate racial group inequity.” Data sharing has the potential to be a contributing factor to structural racism and thus creating a disparate impact on historically targeted communities. In an effort to mitigate this possibility, SPD has established policies regarding the dissemination of data in connection with criminal prosecutions, Washington Public Records Act ([Chapter 42.56 RCW](#)), and other authorized researchers.

Further, [SPD Policy 5.140](#) forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures.

Information collected by Guardian One and Guardian Two cameras, including the FLIR camera system, is shared only with outside entities in connection with criminal prosecutions or in compliance with public records requests pursuant to the Washington Public Records Act, [Chapter 42.56 RCW](#) (“PRA”). SPD will apply applicable exemptions to the data before disclosing to a requester.

Like decisions around data sharing, data storage and retention have similar potential for disparate impact on historically targeted communities. [SPD Policy 5.140](#) forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures.