



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**August 30, 2004**

**Ordinance 14977**

**Proposed No.** 2004-0327.1

**Sponsors** Pelz

1 AN ORDINANCE authorizing the granting of a guide way  
2 easement to Central Puget Sound Regional Transit  
3 Authority in council district 5.  
4  
5

6 **STATEMENT OF FACTS:**

- 7 1. Under K.C.C. 4.56.010, the King County council may authorize the  
8 King County executive to grant an easement through county property.  
9 2. The Central Puget Sound Regional Transit Authority, which is also  
10 known as Sound Transit, is in the process of developing a portion of the  
11 regional light rail transit facility extending from convention place in  
12 downtown Seattle to South 154 Street in the city of Tukwila.  
13 3. The Central Puget Sound Regional Transit Authority is in the process  
14 of obtaining all the necessary property rights and easements to construct,  
15 operate and maintain the light rail transit facility.  
16 4. King County is the owner of property along the designated route for the  
17 regional light rail transit facility.

- 18           5. King County, department of transportation, transit division is the owner  
19           of the metro south base transit maintenance terminal.
- 20           6. The Central Puget Sound Regional Transit Authority requested a guide  
21           way easement from King County, department of transportation in order to  
22           develop, construct, operate and maintain a portion of the regional light rail  
23           transit facility on a portion of the south base transit maintenance terminal.
- 24           7. The King County department of transportation and department of  
25           executive services, facilities management division, real estate services  
26           section, finds that the granting of this easement will not interfere with the  
27           use of this portion of the south base terminal maintenance facilities under  
28           the terms and conditions of the guide way easement.
- 29           8. Thirty-four thousand eight hundred sixty-four dollars is the financial  
30           consideration for the granting of the guide way easement.
- 31           9. The King County prosecuting attorney office has approved the  
32           easement as to form.
- 33           10. The King County council finds that granting of this easement would  
34           be in the best interest of the citizens of King County.
- 35           BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:
- 36           SECTION 1. The county executive is authorized to grant a guide way easement

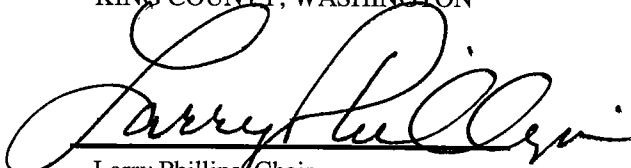
37 and all necessary appurtenances, substantially in the form of the attached guide way  
38 easement.

39

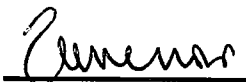
Ordinance 14977 was introduced on 7/19/2004 and passed by the Metropolitan King  
County Council on 8/30/2004, by the following vote:

Yes: 12 - Mr. Phillips, Ms. Edmonds, Mr. von Reichbauer, Mr. Pelz, Mr.  
McKenna, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague, Mr. Irons,  
Ms. Patterson and Mr. Constantine  
No: 0  
Excused: 1 - Ms. Lambert

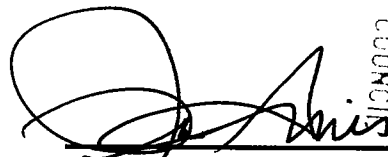
KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Larry Phillips, Chair

ATTEST:

  
Anne Noris, Clerk of the Council

APPROVED this 2 day of September, 2004.

  
Ron Sims, County Executive

RECEIVED  
2004 SEP -3 PM 1:40  
CLERK  
KING COUNTY COUNCIL

Attachments      A. Guideway Easement

14977

Attachment A

2004-327

FILED FOR RECORD AT REQUEST

AFTER RECORDING RETURN TO:  
King County Property Services Division  
500 Fourth Avenue, Room 500A  
Seattle, WA 98104

Reference No:           Guideway Easement/-----  
Grantor:                King County, Washington  
Grantee:                The Central Puget Sound Regional Transit Authority  
Legal Des:             West 1/2 of Sec.10, Township23 N, Range 4E  
Tax ID No:             TL# 7340600421

**GUIDEWAY EASEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
between King County, a political subdivision of the State of Washington, hereinafter  
called the Grantor, and the Central Puget Sound Regional Transit Authority,  
hereinafter called the Grantee.

**WITNESSETH**

WHEREAS, the Grantor herein is the owner of that certain parcel of land, hereinafter  
"the Property", described as follows:

THE NORTH 20 ACRES OF THE FOLLOWING DESCRIBED TRACT: PORTIONS OF THE  
WEST HALF OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING  
COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

LOTS 22, 23, 24 AND THAT PORTION OF LOT 25 OF BENNETT'S INTERURBAN TRACTS,  
UNRECORDED, LOTS 17, 18, 19, 20, 21 AND 22 AND THE RIVERSIDE STONE QUARRY OF  
RIVERSIDE INTERURBAN TRACTS, ACCORDING TO PLAT RECORDED IN VOLUME 10  
OF PLATS AT PAGE(S) 74, IN KING COUNTY, WASHINGTON, AND RIVER STREET AS  
VACATED BY SUPERIOR COURT CAUSE NO. 663488, ALL LYING SOUTHWESTERLY OF  
PRIMARY STATE HIGHWAY NO. 1, FOSTER INTERCHANGE TO SOUTH 118<sup>TH</sup> STREET,  
AS ESTABLISHED BY WARRANTY DEED UNDER KING COUNTY RECORDING NO.  
5884778, AND SUPERIOR COURT CAUSE NO. 646846 AND NORTHEASTERLY OF EAST  
MARGINAL WAY SOUTH AS ESTABLISHED BY SUPERIOR COURT CAUSE 646697,  
646846 AND 646939 AND THAT PORTION DEEDED TO KING COUNTY BY QUIT CLAIM

DEED AS RECORDED UNDER RECORDING NO. 1004994, AND WARRANTY DEED UNDER RECORDING NO. 7412090465, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 50 FEET DISTANT EASTERLY, WHEN MEASURED AT RIGHT ANGLES FROM THE EAST MARGINAL WAY CENTER LINE SURVEY OF PRIMARY STATE HIGHWAY NO. 1, FOSTER INTERCHANGE TO SOUTH 118<sup>TH</sup> STREET, AT HIGHWAY ENGINEER'S STATION EMW 13+00;  
 THENCE SOUTH 07°30'05" EAST ALONG THE EASTERLY MARGIN OF EAST MARGINAL WAY 135.36 FEET TO A POINT ON A LINE 50 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF GOVERNMENT LOT 15, SECTION 10, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M.;  
 THENCE SOUTH 87°32'19" EAST PARALLEL TO SAID NORTH LINE 37.31 FEET TO THE WESTERLY LINE OF LOT 19, RIVERSIDE INTERURBAN TRACTS;  
 THENCE SOUTH 01°37'43" WEST ALONG SAID WEST LINE 133.72 FEET TO THE NORTHWEST CORNER OF LOT 1 RIVERTON;  
 THENCE SOUTH 88°22'17" EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 1.90 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;  
 THENCE SOUTH 02°24'24" EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 123.54 FEET TO THE EASTERLY MARGIN OF EAST MARGINAL WAY AS ESTABLISHED BY QUIT CLAIM DEED FOUND IN KING COUNTY RECORDS RECORDED UNDER RECORDING NO. 1004994;  
 THENCE NORTH 78°41'05" EAST 12 FEET TO THE EASTERLY MARGIN OF EAST MARGINAL WAY AS ESTABLISHED BY WARRANTY DEED FOUND IN KING COUNTY RECORDING NO. 7412090465;  
 THENCE SOUTH 11°18'55" EAST ALONG SAID EAST MARGIN 501.21 FEET;  
 THENCE SOUTH 10°07'24" EAST 107.94 FEET;  
 THENCE SOUTH 89°17'24" EAST PARALLEL TO THE SOUTH LINE OF LOTS 31 AND 32 RIVERSIDE INTERURBAN TRACTS A DISTANCE OF 774.30 FEET TO THE WESTERLY MARGIN OF PRIMARY STATE HIGHWAY NO. 1, FOSTER INTERCHANGE TO SOUTH 118<sup>TH</sup> STREET;  
 THENCE NORTH 04°33'59" WEST ALONG SAID WESTERLY MARGIN 165.03 FEET TO A POINT OF CURVATURE TO THE LEFT;  
 THENCE ALONG SAID CURVE WHOSE RADIUS IS 1390 FEET A DISTANCE OF 1554.78 FEET TO THE WEST LINE OF LOT 1, RIVERSIDE INTERURBAN TRACTS;  
 THENCE SOUTH 01°37'43" WEST ALONG THE WEST LINE OF LOTS 17 AND 18 RIVERSIDE INTERURBAN TRACTS 64.88 FEET TO THE NORTHEAST CORNER OF LOT 22 OF BENNETT'S INTERURBAN TRACTS (UNRECORDED);  
 THENCE SOUTH 78°39'60" WEST ALONG THE NORTH LINE OF SAID LOT 22 A DISTANCE OF 91.98 FEET TO THE EAST MARGIN OF EAST MARGINAL WAY;  
 THENCE SOUTH 04°57'54" EAST ALONG THE EAST MARGIN 268.62 FEET TO THE POINT OF BEGINNING;

SAID NORTH 20 ACRES BEING DELINEATED ON SURVEY RECORDED UNDER RECORDING NO. 7512150809;

WHEREAS the Grantee herein is responsible for developing, operating and maintaining a portion of the Central Puget Sound Regional Transit Authority Central Link Light Rail system that will link South 154<sup>th</sup> Street to downtown Seattle;

WHEREAS the Grantee desires a Guideway Easement, (hereinafter "Easement") over, through, across and under a portion of the Property as part of its rail system;

NOW, THEREFORE, the parties agree as follows:

**A. Grant of Easement**

Grantor, for and in consideration, \$ 34,864.00 (Thirty four thousand eight hundred and sixty four dollars), receipt of which is hereby acknowledged, does by these presents grant unto said Grantee, its heirs, successors and assigns, an Easement over, through, across and under a portion of the Property for the purposes specified herein, being more particularly described as follows:

COMMENCING AT THE MOST NORTHWESTERLY CORNER THEREOF;  
 THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE THEREOF, THE SAME BEING THE SOUTHWESTERLY LINE OF SR 599, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 1390.00 FEET, AN ARC DISTANCE OF 340.05 FEET TO A POINT HAVING SOUND TRANSIT SOUTH ZONE COORDINATES OF N 284509.13, E 1381576.03, SAID POINT BEING, BY SOUND TRANSIT SURVEY, THE INTERSECTION OF SAID NORTHEASTERLY LINE OF GRANTOR'S PARCEL WITH THE SOUTHWESTERLY LINE OF THE SOUND TRANSIT LINK LIGHT RAIL RIGHT OF WAY, SAID POINT HEREINAFTER REFERRED TO AS POINT "Z", AT WHICH A TANGENT LINE BEARS S54°38'28"E, AND SAID POINT BEING THE TRUE POINT OF BEGINNING;  
 THENCE CONTINUE SOUTHEASTERLY, TO THE RIGHT, ALONG SAID 1390-FOOT RADIUS CURVE AND SAID NORTHEASTERLY LINE OF GRANTOR'S PARCEL, THROUGH AN ANGLE OF 08°24'27" AN ARC DISTANCE OF 203.97 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "Y";  
 THENCE NORTHWESTERLY, TO THE LEFT, ALONG A NON-TANGENT CURVE HAVING A RADIUS OF 1171.84 FEET AND A LONG CHORD OF N49°47'02"W 27.73 FEET, THROUGH AN ANGLE OF 01°21'21" AN ARC DISTANCE OF 27.73 FEET;  
 THENCE N50°27'42"W A DISTANCE OF 162.96 FEET;  
 THENCE N51°31'04"W A DISTANCE OF 13.10 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE PROPERTY DESCRIBED AS FOLLOWS:

COMMENCING AT ABOVE DESCRIBED POINT "Y" ON THE EASTERLY LINE THEREOF, THE SAME BEING THE WESTERLY LINE OF SR 599, SAID LINE BEING A CURVE HAVING A RADIUS OF 1390.00 FEET, AND AT WHICH POINT A TANGENT LINE BEARS S46°14'01"E;  
 THENCE SOUTHEASTERLY, TO THE RIGHT, ALONG SAID 1390-FOOT RADIUS CURVE AND SAID NORTHEASTERLY LINE OF GRANTOR'S PARCEL, THROUGH AN ANGLE OF 18°50'58" AN ARC DISTANCE OF 457.29 FEET TO A POINT HAVING SOUND TRANSIT SOUTH ZONE COORDINATES OF N 284014.85, E 1382005.89, SAID POINT HEREINAFTER REFERRED TO AS POINT "X" AND BEING THE TRUE POINT OF BEGINNING;  
 THENCE CONTINUE SOUTHEASTERLY, TO THE RIGHT, ALONG SAID CURVE AND SAID NORTHEASTERLY LINE OF GRANTOR'S PARCEL, THROUGH AN ANGLE OF 00°39'35" AN ARC DISTANCE OF 16.00 FEET;  
 THENCE S63°50'06"W A DISTANCE OF 11.02 FEET;  
 THENCE N26°09'54"W A DISTANCE OF 16.00 FEET;  
 THENCE N63°50'06"E A DISTANCE OF 10.78 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE PROPERTY DESCRIBED AS FOLLOWS:

COMMENCING AT ABOVE DESCRIBED POINT "X" ON THE EASTERLY LINE THEREOF, THE SAME BEING THE WESTERLY LINE OF SR 599, SAID LINE BEING A CURVE HAVING A RADIUS OF 1390.00 FEET, AT WHICH POINT A TANGENT LINE BEARS S27°23'03"E;  
 THENCE SOUTHEASTERLY, TO THE RIGHT, ALONG SAID 1390-FOOT RADIUS CURVE AND EASTERLY LINE OF GRANTOR'S PARCEL, THROUGH AN ANGLE OF 11°05'12" AN

ARC DISTANCE OF 268.97 FEET TO A POINT HAVING SOUND TRANSIT SOUTH ZONE COORDINATES OF N 283765.58, E 1382105.80, SAID POINT HEREINAFTER REFERRED TO AS POINT "V" AND BEING THE TRUE POINT OF BEGINNING;  
 THENCE SOUTHEASTERLY, TO THE RIGHT, ALONG SAID 1390-FOOT RADIUS CURVE AND EAST LINE OF GRANTOR'S PARCEL, THROUGH AN ANGLE OF 11°43'58" AN ARC DISTANCE OF 284.64 FEET TO THE END OF SAID 1390-FOOT RADIUS CURVE;  
 THENCE S04°33'53"E ALONG THE EAST LINE OF GRANTOR'S PARCEL A DISTANCE OF 165.25 FEET TO THE SOUTHEAST CORNER OF GRANTOR'S PARCEL;  
 THENCE N89°15'57"W ALONG THE SOUTH LINE THEREOF A DISTANCE OF 6.86 FEET;  
 THENCE N05°40'52"W A DISTANCE OF 148.37 FEET;  
 THENCE N06°44'13"W A DISTANCE OF 162.96 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 1171.84 FEET;  
 THENCE NORTHERLY, TO THE LEFT, ALONG SAID CURVE THROUGH AN ANGLE OF 06°41'17" AN ARC DISTANCE OF 136.79 FEET TO THE TRUE POINT OF BEGINNING.

**TOGETHER WITH THAT PORTION OF THE PROPERTY DESCRIBED AS FOLLOWS:**

BEGINNING AT ABOVE DESCRIBED POINT "X" ON THE EASTERLY LINE OF GRANTOR'S PARCEL, THE SAME BEING THE WESTERLY LINE OF SR 599, SAID LINE BEING A CURVE HAVING A RADIUS OF 1390.00 FEET, AT WHICH POINT A TANGENT LINE BEARS S27°23'03"E;  
 THENCE S63°50'06"W A DISTANCE OF 10.78 FEET;  
 THENCE N26°09'54"W A DISTANCE OF 12.00 FEET;  
 THENCE N63°50'06"E A DISTANCE OF 10.47 FEET TO THE EAST LINE OF GRANTOR'S PARCEL, BEING A NON-TANGENT CURVE HAVING A RADIUS OF 1390 FEET;  
 THENCE SOUTHEASTERLY, TO THE RIGHT, ALONG SAID CURVE AND EASTERLY LINE OF GRANTOR'S PARCEL, THROUGH AN ANGLE OF 00°29'41" AN ARC DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING;

**TOGETHER WITH THAT PORTION OF THE PROPERTY DESCRIBED AS FOLLOWS:**

COMMENCING AT SAID POINT "X";  
 THENCE SOUTHEASTERLY, TO THE RIGHT, ALONG SAID CURVE AND EASTERLY LINE OF GRANTOR'S PARCEL, THROUGH AN ANGLE OF 00°39'35" AN ARC DISTANCE OF 16.00 FEET TO THE TRUE POINT OF BEGINNING;  
 THENCE S63°50'06"W A DISTANCE OF 11.02 FEET;  
 THENCE S26°09'54"E A DISTANCE OF 12.00 FEET;  
 THENCE N63°50'06"E A DISTANCE OF 11.09 FEET TO THE EAST LINE OF GRANTOR'S PARCEL, BEING A NON-TANGENT CURVE HAVING A RADIUS OF 1390 FEET;  
 THENCE NORTHWESTERLY, TO THE LEFT, ALONG SAID CURVE AND EASTERLY LINE OF GRANTOR'S PARCEL, THROUGH AN ANGLE OF 00°29'41" AN ARC DISTANCE OF 12.00 FEET TO TRUE POINT OF BEGINNING;

ALL CONTAINING A TOTAL AREA OF 4,358 (four thousand three hundred and fifty eight ) SQUARE FEET MORE OR LESS. Hereinafter the areas described under Section A, and depicted in Exhibit A, shall be referred to as the "Easement Area."

**B. Purpose.**

The use and purpose of the Easement granted herein shall be limited to the construction, operation, inspection, maintenance, replacement, improvement, removal of Grantee's light rail system, including columns, foundations, aerial guideways, drainage systems, utilities and the appurtenances thereto and other uses associated with the light rail system. Grantee's access shall be through those areas depicted in **Exhibit A** attached hereto. Grantee shall have the right to access property in addition to those access areas depicted in **Exhibit A** for the purpose of trimming trees and vegetation as provided in this Easement.

The Grantee herein, by accepting and recording this Easement, agrees to the terms and conditions set forth below.

**C. Terms and Conditions of Use:**

1. ACCESS ONTO EASEMENT AREA. Grantee shall have the right, but not the obligation, to enter the Easement Area in accordance with Section 2 below to maintain the Easement Area for its intended use, together with the right to inspect and to construct, maintain, repair and replace its aerial structures and appurtenances within the Easement Area.
2. RIGHT OF ACCESS ON GRANTOR'S PROPERTY. Grantee shall contact King County, Department of Transportation ("DOT"), Transit Division, Design and Construction Section or its successor department at least 72 hours prior to going onto the Grantor's Property for any reason. Access shall be subject to security approval which may effect the access route and may set limitations on the time and duration of access as determined by the Grantor. In case of an emergency, the Grantee shall have the right to perform any repairs to Grantee's light rail system required, in Grantee's sole discretion, to mitigate, minimize or eliminate the cause of the emergency, but Grantee shall notify Grantor of the maintenance activity within 24 hours of its commencement. Grantee must obtain a Special Use permit in order to perform non-emergency work or place any improvements on the Grantor's Property not approved by Grantor on the date of this Easement.
3. GRANTOR'S USE OF EASEMENT AREA. Grantor's use shall not interfere with Grantee's authorized use of the Easement Area.
4. MAINTENANCE RESPONSIBILITY. The Grantee shall assume full maintenance responsibility for all of its improvements lying within the Easement Area. Grantee may trim trees outside of the Easement area that are higher than the top of rail and within ten feet (10') of the aerial guideway structure, subject to the prior written approval of Grantor.



5. RESTORATION AFTER INSTALLATION. After any activity by the Grantee upon the Property, Grantee will return the Property to its original condition, or to a condition satisfactory to the Grantor, by repairing any damage done to the Property including, but not limited to, property damage to slopes, shrubbery, trees, landscaping, fencing, roadway, drainage facilities or structures.
  
6. INDEMNITY AND HOLD HARMLESS. The Grantee agrees to indemnify and hold harmless Grantor as provided herein to the maximum extent possible under law. Accordingly, the Grantee agrees for itself, its successors and assigns to defend, indemnify and hold harmless Grantor, its appointed and elected officials and employees from and against liability for all claims, demands, suits and judgments including costs of defense thereof for injury to persons, death or property damage which is caused by, arises out of, or is incidental to Grantee's exercise of rights and privileges granted by this Easement. The Grantee's obligations under this section shall include:
  - (a) The duty to promptly accept tender of defense and provide defense to Grantor at the Grantee's own expense.
  
  - (b) Indemnification of claims made by the Grantee's own employees or agents.

In the event it is necessary for Grantor to incur attorney's fees, legal expenses or other costs to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from the Grantee.

Grantee's indemnity and defense obligation shall not apply to any claims, demands, suits or judgments arising from Grantor's sole negligence. In the event it is determined that RCW 4.24.115 applies to this Easement agreement, the Grantee agrees to defend, hold harmless, and Grantor to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of Grantor to the full extent of Grantee's negligence. Grantee agrees to defend, indemnify and hold harmless Grantor for claims by Grantee's employees and agrees to waiver of its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.
  
7. NO WARRANTY. By granting this Easement, Grantor gives no warranty of title or interest in the Easement area. This Easement is intended to convey rights and interest only for the use and purpose specifically authorized by this Easement.
  
8. JURISDICTION. By granting this Easement, Grantor does not transfer jurisdiction of the Easement Area to any other department of Grantor. This Easement does not deprive Grantor of any powers, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the Property.

- 9. DAMAGES. If any damage is caused by reason of performing any act authorized by this Easement, Grantee will promptly pay the Grantor the amount necessary to put the Grantor in the position that Grantor would have been had the damage not occurred.
- 10. BINDING EFFECT. This Easement is appurtenant to and shall run with all real property now owned or hereafter acquired by Grantee as part of the Central Link Light Rail, project, and shall inure to the benefit of Grantee, its successors and assigns, and shall be binding upon the Property and Grantor, and their respective heirs, successors and assigns.
- 11. ASSIGNMENT. The Grantee may not assign this Easement or any rights acquired under it without the prior written consent of the Grantor. All terms and conditions of this Easement are binding upon the heirs, successors and assigns of the Grantee, and all privileges and obligations of the Grantee apply to its heirs, successors and assigns as if they were specifically mentioned wherever the Grantee is mentioned.
- 12. INSURANCE. Grantee shall maintain commercial general liability insurance with reasonable limits of liability covering the Easement area on activities of Grantee or its agents, employees or contractors upon and in the use, of the Easement area. Grantee shall provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee shall have the right to provide the coverage required herein under blanket policies provided that the coverage shall not be diminished by reason thereof. The Grantee shall make Grantor an additional insured under its insurance policy.
- 13. OTHER APPLICABLE LAWS. Grantee will comply with all federal, state and local laws, and will assume all costs, expenses and responsibility in connection with compliance without any liability on the part of the Grantor.
- 14. RECORDING. This Easement shall be recorded in the real property records of King County, Washington.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

GRANTOR: KING COUNTY, WASHINGTON

APPROVED AS TO FORM

BY: \_\_\_\_\_

BY \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

GRANTEE: CENTRAL PUGET SOUND  
REGIONAL TRANSIT AUTHORITY

BY: \_\_\_\_\_  
Agnes Govern  
Title: Chief Interim Administrative  
Officer

DATE: \_\_\_\_\_

STATE OF WASHINGTON )  
  )SS  
COUNTY OF KING        )

I certify that **Calvin Hoggard, Section Manager** signed this instrument, on oath stated that he was authorized by the **King County Executive** to execute the instrument, and acknowledged it as the Facilities Maintenance Division, Real Estate Services Section of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

My appointment expires: \_\_\_\_\_

14977

Attachment A

STATE OF WASHINGTON )  
 )ss  
COUNTY OF KING )

On this day \_\_\_\_\_ of \_\_\_\_\_, 2004, before me personally appeared Agnes Govern to me known to be the Interim Chief Administrative Officer of the Central Puget Sound Regional Transit Authority and acknowledged said instrument to be the free and voluntary act and deed of said regional transit authority for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute said instrument, and that the seal affixed is the corporate seal of said regional transit authority.

GIVEN under my hand and official seal the day and year last above written.

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

14977

EXHIBIT "A" EASEMENT

R/W No. TUK-040 and TUK-042  
PIN 073300-0110-01 and 734060042102  
King County, a political subdivision of the State of Washington, who acquired title as the Municipality of  
Metropolitan Seattle, a municipal corporation

**Grantor's Entire Parcel :**

THE NORTH 20 ACRES OF THE FOLLOWING DESCRIBED TRACT:

PORTIONS OF THE WEST HALF OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN  
KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

LOTS 22, 23, 24 AND THAT PORTION OF LOT 25 OF BENNETT'S INTERURBAN TRACTS,  
UNRECORDED, LOTS 17, 18, 19, 20, 21 AND 22 AND THE RIVERSIDE STONE QUARRY OF RIVERSIDE  
INTERURBAN TRACTS, ACCORDING TO PLAT RECORDED IN VOLUME 10 OF PLATS AT PAGE(S) 74,  
IN KING COUNTY, WASHINGTON, AND RIVER STREET AS VACATED BY SUPERIOR COURT CAUSE  
NO. 663488, ALL LYING SOUTHWESTERLY OF PRIMARY STATE HIGHWAY NO. 1, FOSTER  
INTERCHANGE TO SOUTH 118<sup>TH</sup> STREET, AS ESTABLISHED BY WARRANTY DEED UNDER KING  
COUNTY RECORDING NO. 5884778, AND SUPERIOR COURT CAUSE NO. 646846 AND  
NORTHEASTERLY OF EAST MARGINAL WAY SOUTH AS ESTABLISHED BY SUPERIOR COURT  
CAUSE 646697, 646846 AND 646939 AND THAT PORTION DEEDED TO KING COUNTY BY QUIT CLAIM  
DEED AS RECORDED UNDER RECORDING NO. 1004994, AND WARRANTY DEED UNDER RECORDING  
NO. 7412090465, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 50 FEET DISTANT EASTERLY, WHEN MEASURED AT RIGHT ANGLES  
FROM THE EAST MARGINAL WAY CENTER LINE SURVEY OF PRIMARY STATE HIGHWAY NO. 1,  
FOSTER INTERCHANGE TO SOUTH 118<sup>TH</sup> STREET, AT HIGHWAY ENGINEER'S STATION EMW 13+00;  
THENCE SOUTH 07°30'05" EAST ALONG THE EASTERLY MARGIN OF EAST MARGINAL WAY 135.36  
FEET TO A POINT ON A LINE 50 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF  
GOVERNMENT LOT 15, SECTION 10, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M.;  
THENCE SOUTH 87°32'19" EAST PARALLEL TO SAID NORTH LINE 37.31 FEET TO THE WESTERLY  
LINE OF LOT 19, RIVERSIDE INTERURBAN TRACTS;  
THENCE SOUTH 01°37'43" WEST ALONG SAID WEST LINE 133.72 FEET TO THE NORTHWEST  
CORNER OF LOT 1 RIVERTON;  
THENCE SOUTH 88°22'17" EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 1.90 FEET  
TO THE NORTHEAST CORNER OF SAID LOT 1;  
THENCE SOUTH 02°24'24" EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 123.54 FEET  
TO THE EASTERLY MARGIN OF EAST MARGINAL WAY AS ESTABLISHED BY QUIT CLAIM DEED  
FOUND IN KING COUNTY RECORDS RECORDED UNDER RECORDING NO. 1004994;  
THENCE NORTH 78°41'05" EAST 12 FEET TO THE EASTERLY MARGIN OF EAST MARGINAL WAY AS  
ESTABLISHED BY WARRANTY DEED FOUND IN KING COUNTY RECORDING NO. 7412090465;  
THENCE SOUTH 11°18'55" EAST ALONG SAID EAST MARGIN 501.21 FEET;  
THENCE SOUTH 10°07'24" EAST 107.94 FEET;  
THENCE SOUTH 89°17'24" EAST PARALLEL TO THE SOUTH LINE OF LOTS 31 AND 32 RIVERSIDE  
INTERURBAN TRACTS A DISTANCE OF 774.30 FEET TO THE WESTERLY MARGIN OF PRIMARY  
STATE HIGHWAY NO. 1, FOSTER INTERCHANGE TO SOUTH 118<sup>TH</sup> STREET;  
THENCE NORTH 04°33'59" WEST ALONG SAID WESTERLY MARGIN 165.03 FEET TO A POINT OF  
CURVATURE TO THE LEFT;  
THENCE ALONG SAID CURVE WHOSE RADIUS IS 1390 FEET A DISTANCE OF 1554.78 FEET TO THE  
WEST LINE OF LOT 1, RIVERSIDE INTERURBAN TRACTS;  
THENCE SOUTH 01°37'43" WEST ALONG THE WEST LINE OF LOTS 17 AND 18 RIVERSIDE  
INTERURBAN TRACTS 64.88 FEET TO THE NORTHEAST CORNER OF LOT 22 OF BENNETT'S  
INTERURBAN TRACTS (UNRECORDED);  
THENCE SOUTH 78°39'60" WEST ALONG THE NORTH LINE OF SAID LOT 22 A DISTANCE OF 91.98  
FEET TO THE EAST MARGIN OF EAST MARGINAL WAY;  
THENCE SOUTH 04°57'54" EAST ALONG THE EAST MARGIN 268.62 FEET TO THE POINT OF  
BEGINNING;

SAID NORTH 20 ACRES BEING DELINEATED ON SURVEY RECORDED UNDER RECORDING NO.  
7512150809.

**Guideway Easement Area Acquired by Grantee:**

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

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF EAST MARGINAL WAY SOUTH  
AND THE SOUTHWESTERLY LINE OF PRIMARY STATE HIGHWAY NO. 1 (S.R. 599) FOSTER  
INTERCHANGE TO SOUTH 118<sup>TH</sup> STREET, SAID INTERSECTION BEING MARKED BY A  
CONCRETE POST OPPOSITE HIGHWAY STATION 94+00 AS SHOWN ON THE SURVEY RECORDED  
UNDER RECORDING NO. 7512150809;

14977

THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID S.R. 599, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 1390 FEET, THROUGH AN ANGLE OF 4°28'51" AN ARC LENGTH OF 108.71 FEET, TO THE NORTH-MOST CORNER OF GRANTOR'S PARCEL (BEING THE NORTHWEST CORNER OF TAX PARCEL 734060-0421);  
THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF GRANTOR'S PARCEL, THE SAME BEING THE SOUTHWESTERLY LINE OF SR 599, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 1390.00 FEET, AN ARC DISTANCE OF 340.05 FEET TO A POINT HAVING SOUND TRANSIT SOUTH ZONE COORDINATES OF N 284509.13, E 1381576.03, SAID POINT BEING, BY SOUND TRANSIT SURVEY, THE INTERSECTION OF SAID NORTHEASTERLY LINE OF GRANTOR'S PARCEL WITH THE SOUTHWESTERLY LINE OF THE SOUND TRANSIT LINK LIGHT RAIL RIGHT OF WAY, SAID POINT HEREINAFTER REFERRED TO AS POINT "Z", AT WHICH POINT A TANGENT LINE BEARS S54°38'28"E, AND SAID POINT BEING THE TRUE POINT OF BEGINNING;  
THENCE CONTINUE SOUTHEASTERLY, TO THE RIGHT, ALONG SAID 1390-FOOT RADIUS CURVE AND SAID NORTHEASTERLY LINE OF GRANTOR'S PARCEL, THROUGH AN ANGLE OF 08°24'27" AN ARC DISTANCE OF 203.97 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "Y";  
THENCE NORTHWESTERLY, TO THE LEFT, ALONG A NON-TANGENT CURVE HAVING A RADIUS OF 1171.84 FEET AND A LONG CHORD OF N49°47'02"W 27.73 FEET, THROUGH AN ANGLE OF 01°21'21" AN ARC DISTANCE OF 27.73 FEET;  
THENCE N50°27'42"W A DISTANCE OF 162.96 FEET;  
THENCE N51°31'04"W A DISTANCE OF 13.10 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF GRANTOR'S PARCEL DESCRIBED AS FOLLOWS:

COMMENCING AT ABOVE DESCRIBED POINT "Y" ON THE EASTERLY LINE THEREOF, THE SAME BEING THE WESTERLY LINE OF SR 599, SAID LINE BEING A CURVE HAVING A RADIUS OF 1390.00 FEET, AND AT WHICH POINT A TANGENT LINE BEARS S46°14'01"E;  
THENCE SOUTHEASTERLY, TO THE RIGHT, ALONG SAID 1390-FOOT RADIUS CURVE AND SAID NORTHEASTERLY LINE OF GRANTOR'S PARCEL, THROUGH AN ANGLE OF 18°50'58" AN ARC DISTANCE OF 457.29 FEET TO A POINT HAVING SOUND TRANSIT SOUTH ZONE COORDINATES OF N 284014.85, E 1382005.89, SAID POINT HEREINAFTER REFERRED TO AS POINT "X" AND BEING THE TRUE POINT OF BEGINNING;  
THENCE CONTINUE SOUTHEASTERLY, TO THE RIGHT, ALONG SAID CURVE AND SAID NORTHEASTERLY LINE OF GRANTOR'S PARCEL, THROUGH AN ANGLE OF 00°39'35" AN ARC DISTANCE OF 16.00 FEET;  
THENCE S63°50'06"W A DISTANCE OF 11.02 FEET;  
THENCE N26°09'54"W A DISTANCE OF 16.00 FEET;  
THENCE N63°50'06"E A DISTANCE OF 10.78 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF GRANTOR'S PARCEL DESCRIBED AS FOLLOWS:

COMMENCING AT ABOVE DESCRIBED POINT "X" ON THE EASTERLY LINE THEREOF, THE SAME BEING THE WESTERLY LINE OF SR 599, SAID LINE BEING A CURVE HAVING A RADIUS OF 1390.00 FEET, AT WHICH POINT A TANGENT LINE BEARS S27°23'03"E;  
THENCE SOUTHEASTERLY, TO THE RIGHT, ALONG SAID 1390-FOOT RADIUS CURVE AND EASTERLY LINE OF GRANTOR'S PARCEL, THROUGH AN ANGLE OF 11°05'12" AN ARC DISTANCE OF 268.97 FEET TO A POINT HAVING SOUND TRANSIT SOUTH ZONE COORDINATES OF N 283765.58, E 1382105.80, SAID POINT HEREINAFTER REFERRED TO AS POINT "V" AND BEING THE TRUE POINT OF BEGINNING;  
THENCE SOUTHEASTERLY, TO THE RIGHT, ALONG SAID 1390-FOOT RADIUS CURVE AND EAST LINE OF GRANTOR'S PARCEL, THROUGH AN ANGLE OF 11°43'58" AN ARC DISTANCE OF 284.64 FEET TO THE END OF SAID 1390-FOOT RADIUS CURVE;  
THENCE S04°33'53"E ALONG THE EAST LINE OF GRANTOR'S PARCEL A DISTANCE OF 165.25 FEET TO THE SOUTHEAST CORNER OF GRANTOR'S PARCEL;  
THENCE N89°15'57"W ALONG THE SOUTH LINE THEREOF A DISTANCE OF 6.86 FEET;  
THENCE N05°40'52"W A DISTANCE OF 148.37 FEET;  
THENCE N06°44'13"W A DISTANCE OF 162.96 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 1171.84 FEET;  
THENCE NORTHERLY, TO THE LEFT, ALONG SAID CURVE THROUGH AN ANGLE OF 06°41'17" AN ARC DISTANCE OF 136.79 FEET TO THE TRUE POINT OF BEGINNING.

ALL CONTAINING A TOTAL AREA OF 4,097 SQUARE FEET MORE OR LESS.

**Drainage Easement Area Acquired by Grantee:**

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

BEGINNING AT ABOVE DESCRIBED POINT "X" (IN THE GUIDEWAY EASEMENT AREA DESCRIPTION ABOVE) ON THE EASTERLY LINE OF GRANTOR'S PARCEL, THE SAME BEING THE WESTERLY LINE OF SR 599, SAID LINE BEING A CURVE HAVING A RADIUS OF 1390.00 FEET, AT WHICH POINT A TANGENT LINE BEARS S27°23'03"E;

14977

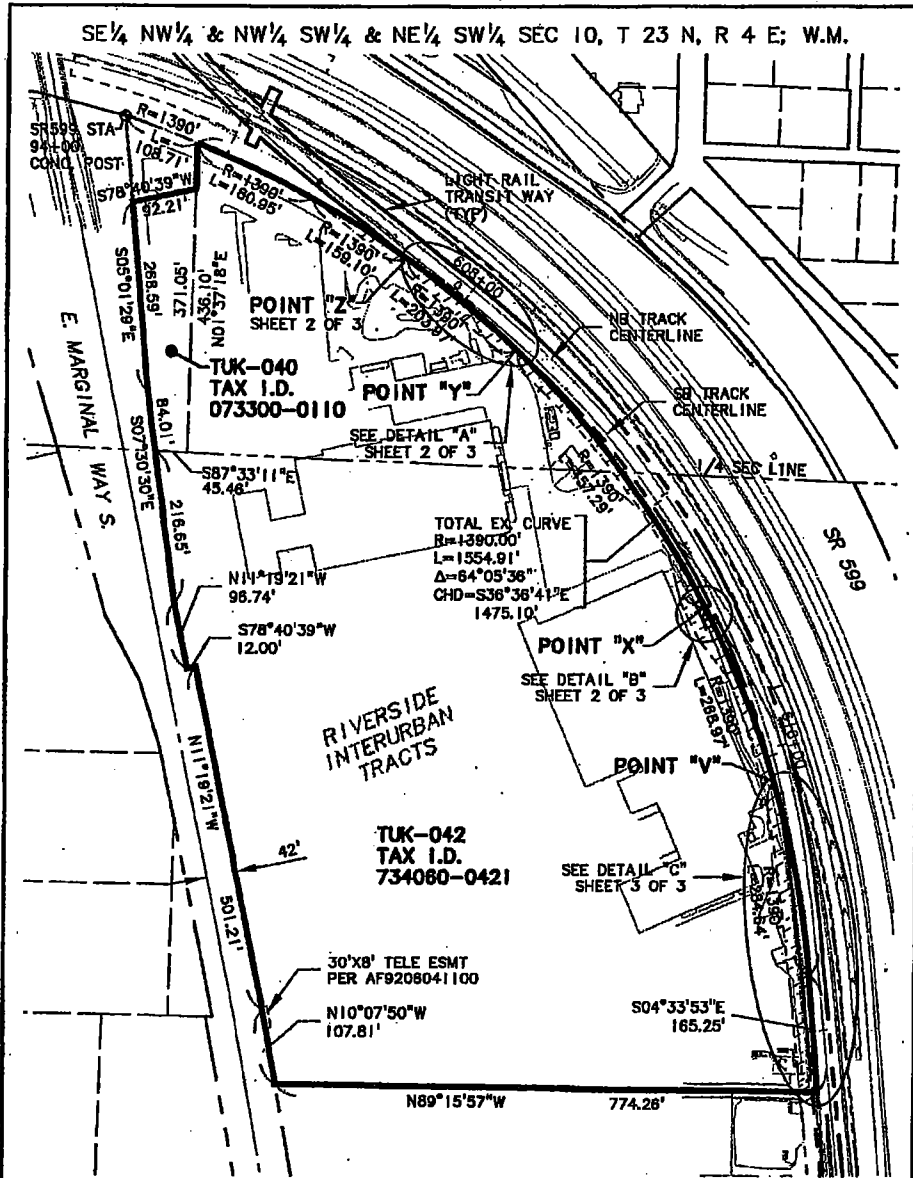
THENCE S63°50'06"W A DISTANCE OF 10.78 FEET;  
THENCE N26°09'54"W A DISTANCE OF 12.00 FEET;  
THENCE N63°50'06"E A DISTANCE OF 10.47 FEET TO THE EAST LINE OF GRANTOR'S PARCEL,  
BEING A NON-TANGENT CURVE HAVING A RADIUS OF 1390 FEET;  
THENCE SOUTHEASTERLY, TO THE RIGHT, ALONG SAID CURVE AND EASTERLY LINE OF  
GRANTOR'S PARCEL, THROUGH AN ANGLE OF 00°29'41" AN ARC DISTANCE OF 12.00 FEET TO  
THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF GRANTOR'S PARCEL DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "X";  
THENCE SOUTHEASTERLY, TO THE RIGHT, ALONG SAID CURVE AND EASTERLY LINE OF  
GRANTOR'S PARCEL, THROUGH AN ANGLE OF 00°39'35" AN ARC DISTANCE OF 16.00 FEET TO  
THE TRUE POINT OF BEGINNING;  
THENCE S63°50'06"W A DISTANCE OF 11.02 FEET;  
THENCE S26°09'54"E A DISTANCE OF 12.00 FEET;  
THENCE N63°50'06"E A DISTANCE OF 11.09 FEET TO THE EAST LINE OF GRANTOR'S PARCEL,  
BEING A NON-TANGENT CURVE HAVING A RADIUS OF 1390 FEET;  
THENCE NORTHWESTERLY, TO THE LEFT, ALONG SAID CURVE AND EASTERLY LINE OF  
GRANTOR'S PARCEL, THROUGH AN ANGLE OF 00°29'41" AN ARC DISTANCE OF 12.00 FEET TO  
TRUE POINT OF BEGINNING;

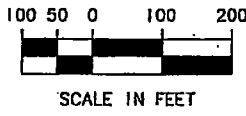
ALL CONTAINING A TOTAL AREA OF 261 SQUARE FEET MORE OR LESS.

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



**LEGEND**

	LIGHT RAIL TRANSIT WAY
	STREET RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL
	FEE TAKE LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY



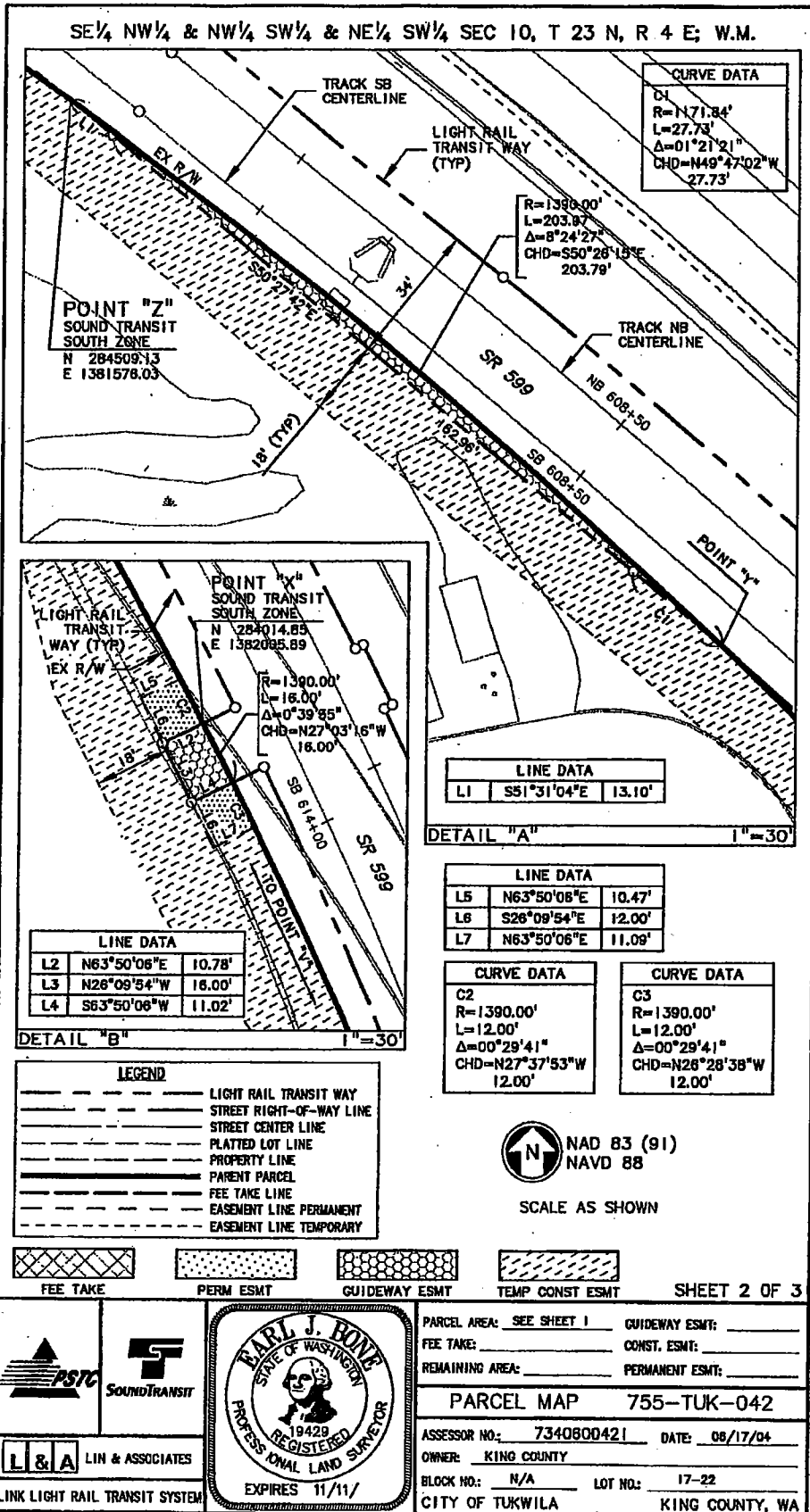
				SHEET 1 OF 3
FEE TAKE	PERM ESMT	GUIDEWAY ESMT	TEMP CONST ESMT	ACCESS ESMT: 25,585 SF



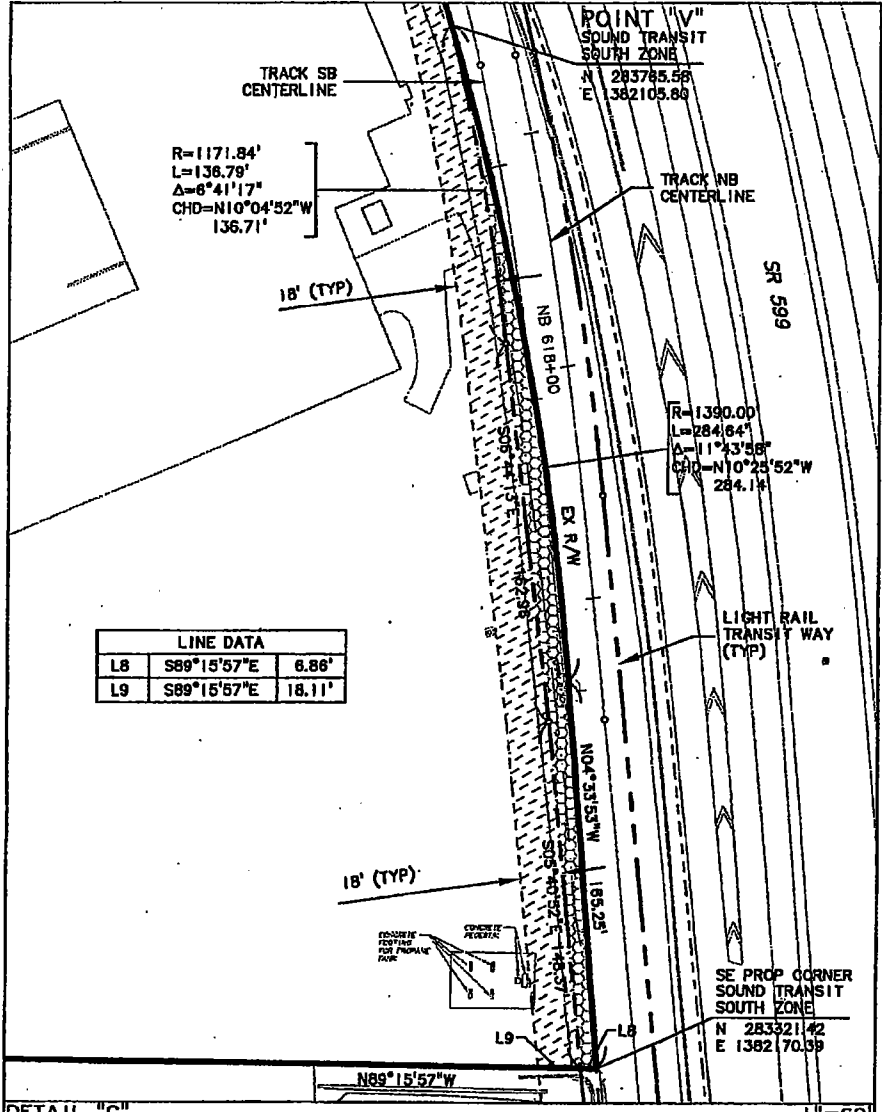
PARCEL AREA:	850,950 SF	GUIDEWAY ESMT:	4,097 SF
FEE TAKE:		CONST. ESMT:	25,197 SF
REMAINING AREA:		PERMANENT ESMT:	281 SF
<b>PARCEL MAP 755-TUK-042</b>			
ASSESSOR NO.:	7340600421	DATE:	08/17/04
OWNER:	KING COUNTY		
BLOCK NO.:	N/A	LOT NO.:	17-22
CITY OF TUKWILA		KING COUNTY, WA	

**L & A** LIN & ASSOCIATES  
LINK LIGHT RAIL TRANSIT SYSTEM





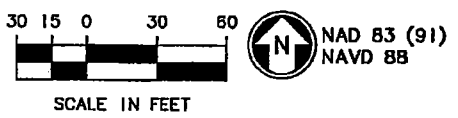
SE 1/4 NW 1/4 & NW 1/4 SW 1/4 & NE 1/4 SW 1/4 SEC 10, T 23 N, R 4 E; W.M.



LINE DATA		
L8	S89°15'57"E	6.86'
L9	S89°15'57"E	18.11'

DETAIL "C" 1"=60'

LEGEND	
	LIGHT RAIL TRANSIT WAY
	STREET RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL
	FEE TAKE LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY



		PARCEL AREA: SEE SHEET 1	GUIDEWAY ESMT: _____
		FEE TAKE: _____	CONST. ESMT: _____
		REMAINING AREA: _____	PERMANENT ESMT: _____
LINK LIGHT RAIL TRANSIT SYSTEM		<b>PARCEL MAP 755-TUK-042</b>	
		ASSESSOR NO.: 7340600421	DATE: 06/17/04
		OWNER: KING COUNTY	
		BLOCK NO.: N/A	LOT NO.: 17-22
		CITY OF TUKWILA	KING COUNTY, WA

SHEET 3 OF 3