

**SOUND TRANSIT
STAFF REPORT**

MOTION NO. M2003-58

Property Acquisition and Transfer Agreement with the City of Seattle

Meeting:	Date:	Type of Action:	Staff Contact:	Phone:
Executive Committee	6/5/03	Discussion/Possible Action to Recommend Board Approval Action	Joann H. Francis, Chief Administrative Officer Larry Ellington, Acquisition/Relocation Manager	(206) 689-4934
Board	6/12/03			(206) 398-5026

Contract/Agreement Type:		Requested Action:	
Competitive Procurement	3	Execute New Contract/Agreement	3
Sole Source		Amend Existing Contract/Agreement	
Memorandum of Agreement	3	Contingency Funds Required	
Purchase/Sale Agreement		Budget Amendment Required	

4 Applicable to proposed transaction.

OBJECTIVE OF ACTION

Provide for the orderly transfer of certain property acquired by Sound Transit for the widening of the public rights-of-way to the City of Seattle.

ACTION

Authorizing the Executive Director to execute a Property Acquisition and Transfer Agreement with the City of Seattle, substantially in the form of Exhibit A of Motion No. M2003-58, that authorizes the Executive Director to transfer to the City of Seattle real property acquired by Sound Transit for purposes of reconfiguring, relocating or widening of public rights-of-way to accommodate the construction of the Central Link Light Rail Project, and establishing procedures therefore.

KEY FEATURES

- Authorizes the transfer of certain property to the City of Seattle.
- Establishes a process for determining the property interest to be acquired and transferred to the City, and the procedure for City review and acceptance of the property.
- Applies only to property necessary for the reconfiguration, relocation or widening of the public rights-of-way to accommodate the construction of the Central Link Light Rail Project.
- Does not apply to surplus properties.

BUDGET IMPACT SUMMARY

There are no budget impacts for this action.

BUDGET DISCUSSION

No identified budget impact. Costs are included within authorized budgets for the acquisition of property.

REVENUE, SUBAREA, AND FINANCIAL PLAN IMPACTS

The proposed action is consistent with the current Board-adopted budget and is affordable within Sound Transit's current long-term financial plan and the subarea financial capacity.

BUDGET TABLE

Not applicable for this action.

M/W/DBE – SMALL BUSINESS PARTICIPATION

Not applicable for this action.

HISTORY OF PROJECT

Sound Transit and the City of Seattle entered into a Light Rail Transit Way Agreement authorized by Board Motion No. M2002-77 and City of Seattle Ordinance 119975, as amended by Ordinance 120788, allowing the use of certain public rights-of-way for the Central Link Light Rail Project to be designated as a Light Rail Transit Way. Sound Transit's construction in the Light Rail Transit Way necessitate the reconfiguration, relocation, and widening of public rights-of-way. In order to do so, the Sound Transit Board has authorized the acquisition of property by purchase or condemnation, pursuant to RCW 81.112.080, to construct Central Link.

Sound Transit intends to transfer property acquired for the widening of the public rights-of-way to the City. The proposed Agreement establishes an orderly process for determination of the nature of the interest to be acquired and transferred to the City, the timing of the acquisitions, the transfer of the property to the City upon the completion of construction, and any other necessary terms and conditions for such transfer.

**Prior Board or Committee Actions
and Relevant Board Policies**

Motion or Resolution Number	Summary of Action	Date of Action
M2002-77	Approving 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	6/13/02
R2002-03	Property Acquisition and/or Relocation of Affected Properties: Link Light Rail Project (Beacon Hill to Boeing Access Road)	3/14/02
R2000-13	Property Acquisition and Payment of Relocation Benefits for Certain Affected Properties within the E-3 Busway and Maintenance Base Site for Central Link Light Rail	10/12/00

CONSEQUENCES OF DELAY

Agreement with the City of Seattle on procedures for review and transfer of property to the City will expedite future City acceptance and management of the property as part of City streets. Until then, Sound Transit will proceed with property acquisitions to meet project schedule, anticipating City requirements for future transfer.

REGIONAL PARTNERSHIP AND COOPERATION

Not applicable for this action.

PUBLIC INVOLVEMENT

Not applicable for this action.

LEGAL REVIEW

JDW 12/27/02

SOUND TRANSIT

MOTION NO. M2003-58

A motion of the Board of the Central Puget Sound Regional Transit Authority authorizing the Executive Director to execute a Property Acquisition and Transfer Agreement with the City of Seattle that authorizes the Executive Director to transfer to the City of Seattle real property acquired by Sound Transit for purposes of reconfiguring, relocating or widening of public rights-of-way to accommodate the construction of the Central Link Light Rail Project.

Background:

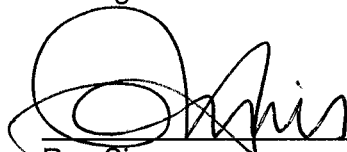
Sound Transit and the City of Seattle (City) entered into a Light Rail Transit Way Agreement authorized by Board Motion No. M2002-77 and City of Seattle Ordinance 119975, as amended by Ordinance 120788, allowing the use of certain public rights-of-way for the Central Link Light Rail Project to be designated as a Light Rail Transit Way. Sound Transit's construction in the Light Rail Transit Way necessitate the reconfiguration, relocation, and widening of public rights-of-way. In order to do so, the Sound Transit Board has authorized the acquisition of property by purchase or condemnation, pursuant to RCW 81.112.080, to construct Central Link.

Sound Transit intends to transfer property acquired for the widening of the public rights-of-way to the City. The proposed Agreement establishes an orderly process for determination of the nature of the interest to be acquired and transferred to the City, the timing of the acquisitions, the transfer of the property to the City upon the completion of construction, and any other necessary terms and conditions for such transfer.

Motion:


It is hereby moved by the Board of the Central Puget Sound Regional Transit Authority that the Executive Director is hereby authorized to execute a Property Acquisition and Transfer Agreement with the City of Seattle, substantially in the form of the attached Exhibit A, that authorizes the Executive Director to transfer to the City of Seattle real property acquired by Sound Transit for purposes of reconfiguring, relocating or widening of public rights-of-way to accommodate the construction of the Central Link Light Rail Project.

APPROVED by the Board of the Central Puget Sound Regional Transit Authority at a regular meeting thereof held on June 12, 2003.



Ron Sims
Board Chair

ATTEST:



Marcia Walker
Board Administrator

May 29, 2003

TO: Sound Transit Finance Committee
FROM: Larry Ellington, Acquisition/Relocation Manager
SUBJECT: Proposed Motion No. M2003-58

Proposed Motion No. M2003-58, scheduled for consideration by the Executive Committee on June 5, 2003, would authorize an agreement with the City of Seattle (City) to transfer real property acquired by Sound Transit for purposes of reconfiguring, relocating, or widening public rights-of-way to accommodate the construction of Central Link Light Rail to the City.

Sound Transit and the City of Seattle previously entered into a Light Rail Transit Way Agreement allowing the use of certain public rights-of-way for the Central Link Light Rail Project. The construction of the Central Link Light Rail necessitates the reconfiguration, relocation, and widening of public rights-of-way; the Sound Transit Board has authorized the acquisition of property by purchase or condemnation, pursuant to RCW 81.112.080, to construct Central Link.

The proposed Agreement establishes an orderly process for determination of the nature of the interest to be acquired and transferred to the City, the timing of the acquisitions, the transfer of the property to the City upon the completion of construction, and any other necessary terms and conditions for such transfer.

The proposed agreement applies only to property necessary for the reconfiguration, relocation, or widening of public rights-of-way to accommodate the construction of the Central Link Light Rail Project. Other properties determined to be surplus to Sound Transit would be disposed of according to adopted Board policies.

**SOUND TRANSIT
EXHIBIT A**

MOTION NO. M2003-58

**PROPERTY ACQUISITION AND TRANSFER PROCEDURES AGREEMENT
BETWEEN THE CITY OF SEATTLE AND SOUND TRANSIT
Concerning Central Link Light Rail Acquisitions**

THIS Property Acquisition and Transfer Procedures Agreement, (“Agreement”) is made and entered into by and between the City of Seattle, acting by and through its Seattle Transportation Department, hereinafter “City” and the Central Puget Sound Regional Transit Authority, hereinafter “Sound Transit,” and is effective when signed by both parties.

RECITALS

- A. Sound Transit is a governmental entity vested with all powers necessary to implement high capacity transportation systems within its boundaries in King, Pierce, and Snohomish Counties as provided in RCW chs. 81.104 and 81.112.
- B. The City is a first class city operating under the laws of the State of Washington with all powers necessary to own, regulate, maintain and control the public rights-of-way within its jurisdiction.
- C. Sound Transit is authorized to contract with the state and local jurisdictions pursuant to RCW 81.112.070.
- D. Sound Transit is charged with the implementation of *Sound Move*, the ten year plan for regional high-capacity transit, which calls for three types of transit systems including, light rail, commuter rail, and regional express bus and HOV systems.
- E. On April 10, 2000, the Seattle City Council adopted Resolution 30128 approving the alignment, station locations, and maintenance base location for Sound Transit’s Link light rail line in the City of Seattle.
- F. The parties have previously entered into a Light Rail Transit Way Agreement authorized by M2002-77 and Ordinance 119975, as amended by Ordinance 120788, allowing the use of certain public rights-of-way for Sound Transit’s Central Link Light Rail Project, and authorizing certain areas of the public rights-of-way to be designated as a Light Rail Transit Way.
- G. Sound Transit’s construction of its project in the Light Rail Transit Way within the existing public rights-of-way will require the reconfiguration, relocation, and widening of such public rights-of- way.

H. In order to reconfigure, relocate or widen the public rights-of-way, Sound Transit must acquire property by purchase or condemnation, as it is authorized to do pursuant to RCW 81.112.080, to further its mission of constructing high capacity transportation systems under *Sound Move*.

I. The reconfiguring, relocation of or widening of the public rights-of-way for the construction of its Light Rail Project and the associated property acquisitions are necessary for the implementation of the Central Link Light Rail Project as authorized by *Sound Move*.

J. Sound Transit has adopted real property acquisition and relocation procedures and guidelines which comply with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646, 84 Stat. 1894) amended by Uniform Relocation Act Amendments of 1987 (PL 100-17, 101 Stat. 246-256 as implemented by the United States Department of Transportation (49 CFR 24), all of which establish a uniform policy for the expedient and consistent treatment of owners subjected to land acquisition practices and provide for the fair and equitable treatment of persons displaced as a result of public works programs or projects of a local public body (hereinafter the “Federal Regulations”).

K. Sound Transit intends to transfer to the City, and the City intends to accept, the property to be acquired for the widening of the public rights-of-way and the parties to this Agreement wish to establish an orderly process for determination of the nature of the interest to be acquired and transferred to the City, the timing of the acquisitions, and the transfer of the property to the City upon its determination that the title and environmental conditions of the property are acceptable, and any other necessary terms and conditions for such transfer.

I. DEFINITION OF TERMS

1.1 “Environmental Law” means any environmentally related local, state or federal law, regulation, ordinance or order (including without limitation any final order of any court of competent jurisdiction of which Sound Transit has knowledge), now or hereafter in effect including, but not limited to: the Federal Clean Air Act; the Federal Water Pollution Control Act; the Federal Safe Drinking Water Act; the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Federal Occupational Safety and Health Act; the Federal Emergency Planning and Right-to-Know Act of 1986; the Federal Hazardous Materials Transportation Control Act of 1980; the Federal Water Act of 1977; the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Waste Management Recovery and Recycling Act; the Washington Hazardous Waste Management Act; the Washington

Hazardous Waste Fees Act; Washington Model Toxics Control Act; the Washington Nuclear Energy and Radiation Act; the Washington Radioactive Waste Storage and Transportation Act; the Washington Underground Petroleum Storage Tanks Act; and any regulations promulgated thereunder from time to time.

1.2 “Hazardous Substance” means any substance, or substance containing any component, now or hereafter designated as a hazardous, dangerous, toxic or harmful substance, material or waste, subject to regulation under any federal, state or local law, regulation or ordinance relating to environmental protection, contamination or cleanup including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. §172.101) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. pt. 302 and amendments thereto) or in the Washington Hazardous Waste Management Act (Ch. 70.105D RCW) or the Washington Model Toxics Control Act (Chs. 70.105D RCW 82.21 RCW), petroleum products and their derivatives, and such other substances, materials and wastes as become regulated or subject to cleanup authority under any Environmental Law.

1.3 “Project” means Sound Transit’s the Central Link Light Rail Project within the City of Seattle, as described in *Sound Move, Sound Transit’s Ten Year Regional Transportation Plan*, and as further defined in Board Resolution R2001-16.

1.4 “Property Acquisition Proposal” means Sound Transit’s preliminary and final written proposal or proposals identifying the parcels of Right-of-Way Property that Sound Transit intends to acquire, improve, and transfer to the City, and accompanying information.

1.5 “Property Transfer Proposal” means Sound Transit’s written proposal or final approved proposals to transfer to the City the parcels of Right-of-Way Property acquired by Sound Transit, and accompanying information.

1.6 Right-of-Way Improvements means the street paving, curbs, sidewalks, drainage, utilities, traffic signalization, street trees and other necessary street infrastructure to be constructed by Sound Transit in the reconfiguring, relocating or widening of the public rights-of-way to accommodate the construction of the Central Link Light Rail Project.

1.7 “Right-of-Way Property (or Properties)” means the real property that Sound Transit will acquire for the purpose of reconfiguring, relocating or widening the public rights-of way to accommodate the construction of the Central Link Light Rail Project.

1.8 “Standard Specifications” means the “City’s Standard Plans and Specifications, 2000 Edition,” which are the contract specifications that will be used by

Sound Transit for improvements that will be owned and maintained by the City.

II. GENERAL

2.1 Purpose. The terms and conditions and the procedures set forth in this Agreement shall apply to Sound Transit's acquisition and transfer of real property to the City of Seattle that are necessary for the reconfiguration, relocation or widening of the public rights-of-way to accommodate the construction of the Central Link Light Rail Project, and the City's acceptance of such property. It is understood that this Agreement does not apply to those properties acquired by Sound Transit that are not necessary for the reconfiguration, relocation or widening of the new public right of way. Such surplus properties shall be retained by Sound Transit, and their disposition shall be conducted by separate agreement pursuant to Sound Transit's surplus property policies and procedures.

2.2 Sound Transit's Acquisition Obligations. Sound Transit shall perform the necessary appraisal, appraisal review, acquisition, relocation assistance, and other property acquisition services necessary to acquire the real property interests identified by the parties under the procedures set out in this Agreement. The costs of the acquisition and transfer of the Right of Way Property, including title reports, title insurance, costs of investigation, the environmental documentation described in section 4.5 or 4.9 below, closing costs, and other administrative fees, shall be the sole responsibility of Sound Transit.

2.3 Cooperation and Good Faith Efforts. The parties understand and agree that the process described in this agreement depends upon timely and open communication and cooperation between the parties. In this regard, communication of issues, changes, or problems that arise in the acquisitions, in identifying the parcels or property rights to be transferred, or with any aspect of the work should occur as early as possible in the process, and not wait for explicit due dates or deadlines. Each party agrees to work cooperatively and in good faith toward resolution of any such issues.

The parties acknowledge that this Agreement contemplates the execution and delivery of a number of future agreed-upon documents and instruments, the final form and contents of which are not presently determined. The parties agree to provide the necessary human resources and to work in good faith to develop the final form and contents of such documents and instruments, and to execute and deliver the same.

III. DESIGNATED REPRESENTATIVES

3.1 Responsibilities. To promote effective intergovernmental cooperation and efficiencies, the parties each designate a representative ("Designated Representative") who shall be responsible for coordination of communications between the parties and shall act as the point of contact for each party. The Designated Representatives shall be responsible for the performance of the objectives of this Agreement, including execution

of Property Acquisition Proposals.

3.2 Coordination. Each Designated Representative is also responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this Agreement. The parties reserve the right to change Designated Representatives, by written notice to the other party during the term of this Agreement. Each party's Designated Representative is named below with the individual's contact information.

3.3 Designated Representatives and Contact Information.

Sound Transit

Larry Ellington, Senior Real Estate Representative
Sound Transit
Telephone: (206) 398-5026
Fax: (206) 398-5228
E-mail: ellingtonl@soundtransit.org

City of Seattle

Elizabeth Paschke,
Seattle Department of Transportation Project Support Manager
Telephone: (206) 684-5695
Fax: (206) 470-6990
E-mail: elizabeth.paschke@seattle.gov

IV. IDENTIFICATION OF PROPERTY FOR ACQUISITION

4.1 Phased Acquisitions. The parties contemplate that Sound Transit will acquire the Right-of-Way Property in phases tied to its construction schedule for the Project. For each phase, Sound Transit shall submit to the City for its approval a written preliminary Property Acquisition Proposal or Proposals identifying the properties it intends to acquire, at least sixty (60) days prior to making an offer on any parcel identified in the Proposal for that phase. If offers have been made on parcels prior to the execution of this Agreement, or if Sound Transit has acquired certain parcels, Sound Transit shall submit to the City, within ten (10) working days of the date of execution of this Agreement, a preliminary Property Acquisition Proposal with a list identifying those parcels pursuant to paragraph 4.2 below.

4.2 Information in Property Acquisition Proposals. Each preliminary Property Acquisition Proposal shall be accompanied by copies of the deed form or executed acquisition documents if ST has already acquired the property, and other acquisition

documents that Sound Transit intends to use to acquire parcels of Right-of-Way Property and shall include at a minimum information sufficient to identify the specific parcel and the dimensions of the parcel, in electronic form to the fullest extent possible. The proposal shall contain such other information necessary for the acquisition and transfer of the property, which shall include, but not be limited to, Sound Transit’s approved right of way plan or design showing existing and new right-of-way boundaries and identifying the required property by King County tax parcel number, Sound Transit’s unique parcel number, plan sheets showing boundaries of parcels, and a description of the property interest that Sound Transit intends to acquire, by parcel.

4.3 Approval of Property Acquisition Proposal. Upon the receipt of each preliminary Property Acquisition Proposal, the Parties’ Designated Representatives shall work cooperatively and expeditiously to identify the specific property interests that will be acquired and transferred to the City and to supply any other information necessary to complete a final Property Acquisition Proposal. The City through its Designated Representative shall return a signed and approved final Property Acquisition Proposal to Sound Transit’s Designated Representative according to the following schedule:

Number of Parcels per Property Acquisition Proposal	Number of Business Days
10	up to 5
25 or fewer	up to 12
50 or fewer	up to 20
75 or fewer	up to 35
100 or more	up to 45, plus

one additional day per parcel in excess of 100

The above time periods for review and approval of each Property Acquisition Proposal shall commence upon the City’s receipt of each proposal, unless the City has already received a previous proposal, in which case the time periods shall be consecutive and not overlapping. Each Property Acquisition Proposal shall contain no fewer than 10 parcels. A final Property Acquisition Proposal may be supplemented or revised in writing, provided that approval of the supplement or revision shall follow the above time periods.

4.4 Notwithstanding paragraph 4.3, Sound Transit shall exercise its best judgment and acquire sufficient rights for public right of way purposes under the following circumstances: (a) insufficient information is available for the parties to agree upon the nature of the interest to be acquired for a specific parcel to be acquired under the particular Property Acquisition Proposal within the applicable period provided in paragraph 4.3, or (b) certain property must be acquired in Sound Transit’s sole judgment to meet Sound Transit’s project schedule or the requirements of the property owner.

4.5 After acquisition of all of the Right-of-Way Property necessary for a construction phase has been completed, Sound Transit shall provide to the City the following

information:

- copies of the deeds and other documents by which Sound Transit acquired the parcels;
- the final legal description and a map delineating the boundaries of each parcel;
- sufficient engineering data to validate legal descriptions of the property which will be designated as public right of way;
- a legal description of the portions of property which will be retained by Sound Transit;
- a copy of the preliminary title report or other title documentation and preliminary commitments for title insurance;
- copies of all documentation of remedial actions, reports, studies or other documentation in Sound Transit's control or possession relating in any way to the condition of the Right-of-Way Property, including but not limited to: 1) documents relating to remedial, removal or cleanup activities; 2) documents relating to allegations, orders, claims, regulatory demands, or losses relating to the alleged existence or migration of any Hazardous Substance from or on any Right-of-Way Property; and 3) any alleged violation of any Environmental Law;
- updates to any information already provided.

4.6 The City will evaluate the deeds and other documents by which Sound Transit has acquired the Right of Way Property, and the Parties will agree on the form of a deed for transfer of the property to the City.

4.7 The City reserves the right to review Sound Transit's acquisition files for information demonstrating compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, amended by the Uniform Relocation Act amendments of 1987 as implemented by the United States Department of Transportation.

4.8 After acquisition of Right-of-Way Property pursuant to this Part IV, Sound Transit shall complete construction of the public right of way improvements on the properties identified in each Property Acquisition Proposal.

4.9 After the completion of the procedures in paragraphs 4.1 through 4.4 and 4.6 through 4.7 and in lieu of the procedures described under paragraphs 5.1 through 5.3, the

Parties may agree to cause title to the Right of Properties to be directly transferred to the City under paragraphs 6.1 through 6.3 prior to the completion of the public right of way improvements; provided the City shall have reviewed all of the following available documents concerning the title and environmental condition of the Right of Way Property to be transferred and shall be satisfied with the condition of title and the environmental condition of the property. Sound Transit shall provide to the City the following information for a direct transfer under this paragraph:

- copies of its proposed deeds or other documents for transferring the property to the City;
- the final legal description and a map delineating the boundaries of each parcel;
- sufficient engineering data to validate legal descriptions of the property which will be designated as public right of way;
- a legal description of the portions of property which will be retained by Sound Transit, if any;
- a copy of the preliminary title report or other title documentation and preliminary commitments for title insurance;
- copies of all documentation of remedial actions, reports, studies or other documentation in Sound Transit's control or possession relating in any way to the condition of the Right-of-Way Property, including but not limited to: 1) documents relating to remedial, removal or cleanup activities; 2) documents relating to allegations, orders, claims, regulatory demands, or losses relating to the alleged existence or migration of any Hazardous Substance from or on any Right-of-Way Property; and 3) any alleged violation of any Environmental Law;
- updates to any information already provided.

If the City has approved the direct transfer, the parties shall execute a Property Transfer Agreement, which will be approved by the City Council pursuant to 6.1, and the closing procedures in 6.2 through 6.4 shall be followed by the parties.

V. APPROVAL OF PROPERTY TRANSFER PROPOSAL

5.1 Property Transfer Proposal. Upon or soon after Sound Transit issues a Notice of Substantial Completion or Notice of Acceptance as provided in the Standard Specifications (whichever is earlier) to its contractor regarding the construction of a particular phase of the Project , Sound Transit shall submit to the City for its approval a

preliminary Property Transfer Proposal. The Property Transfer Proposal shall document Sound Transit's final determination of the Right of Way Property and specify the nature of the property interests to be transferred to the City for right-of-way purposes. To the extent possible, each Property Transfer Proposal shall replicate the list of parcels in the preliminary Property Acquisition Proposal for that phase.

5.2 Information in Property Transfer Proposal. Each preliminary Property Transfer Proposal shall at a minimum include for each parcel to be transferred to the City any information listed in section 4.4 above that was not previously provided, any updates to information previously provided, copies of the proposed conveyance documents, and as-built drawings of the completed right-of-way improvements. Within thirty (30) business days of receipt of a Property Transfer Proposal, the City shall state in writing whether or not sufficient information has been provided to complete a final version of a Property Transfer Proposal.

5.3 Approval of Property Transfer Proposal. The parties' Designated Representatives shall work cooperatively to complete a final version of each Property Transfer Proposal for execution by the parties. The City through its Designated Representative shall return a signed and approved final Property Transfer Proposal for signature by Sound Transit's Designated Representative as expeditiously as possible, but, no later than sixty (60) business days of receipt of a completed Property Transfer Proposal as provided in section 5.2. Approval of the Property Transfer Proposal by the City shall indicate the intention on the part of the City's Designated Representative to proceed with preparation of legislation authorizing the City's Director of Transportation to accept the deeds.

VI. CONVEYANCE OF PROPERTY TO THE CITY

6.1 Conveyance of Right of Way Property. Sound Transit shall transfer to the City by placing into escrow the documents and fees described in Section 6.2 and 6.3, and upon recording and delivery of the deeds to the City, the City shall accept the deeds.

6.2 Form of Deeds. All Right-of-Way Property that is conveyed to the City by Sound Transit in title less than fee simple absolute shall be granted to the City substantially in the form of **Exhibit A** hereto. If the parties have agreed to a transfer of fee simple absolute title for any parcel of Right-of-Way Property, title to property rights acquired by Sound Transit for Right of Way Property shall be granted to the City in the form of a Statutory Warranty Deed, unless otherwise agreed to by the Parties under Section 4.6.

6.3 Closing and Escrow. The parties intend that the transfer of the instruments conveying title to the City ("Closing") will occur at the title company selected by Sound Transit and identified in the Property Transfer Proposal (the "Escrow Agent") and shall be conducted pursuant to the escrow instructions in **Exhibit B**, which are attached and

incorporated by reference into this Agreement. As soon as a Property Transfer Proposal is executed, Sound Transit shall deposit in escrow with the Escrow Agent at least five (5) business days before Closing all instruments, documents and monies necessary to complete the transfer of the properties to the City of Seattle, including but not limited to the escrow instructions, the Property Transfer Proposal approved by the City, the deeds as provided in this Agreement, and the applicable closing fees. As used herein, "closing" or "date of closing" means the date on which all appropriate documents and necessary funds are delivered to the Escrow Agent. Following Closing, the Escrow Agent shall immediately record and deliver to the City the deeds and otherwise close the transaction as set forth in the escrow instructions.

6.4 Acceptance of Transfers. Upon delivery of the recorded deeds by the Escrow Agent, the City shall take all necessary administrative and legislative steps to accept title to Right of Way Properties.

VII. LEGAL RELATIONS

7.1 Indemnification.

A. Sound Transit hereby agrees to indemnify, defend, and hold the City harmless from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses (including, without limitation, reasonable attorneys' fees) paid by the City and arising or growing out of or in connection with or resulting from, either directly or indirectly, Sound Transit's acquisition of the Right-of-Way Property, the design and construction of the Right-of-Way Improvements, and use of the Right-of-Way Property by the public during Sound Transit's ownership of the Right of Way Property.

The City shall give Sound Transit prompt notice of any claims of which it is aware. Sound Transit shall promptly assume responsibility for the claim or undertake the defense of any litigation on behalf of the City. The City shall cooperate fully with Sound Transit in the defense of any claim. The City shall not settle any claim without the prior written consent of Sound Transit, which consent shall not be unreasonably withheld.

Sound Transit shall not be required to indemnify, defend, or save harmless the City if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the City. If the claim arises from the concurrent negligence of Sound Transit and the City or their respective employees, servants, agents, contractors or subcontractors, the indemnity provisions provided herein shall be valid and enforceable only to the extent of Sound Transit's own negligence.

Sound Transit expressly assumes potential liability for actions brought by Sound Transit's employees and agents against the City and, solely for the purpose of this indemnification, expressly waives any immunity under the Industrial Insurance Law, Title 51 RCW. Sound Transit acknowledges that this waiver was entered into pursuant to the

provisions of RCW 4.24.115 and was the subject of mutual negotiation. This indemnification shall survive the expiration or earlier termination of this Agreement.

B. In addition to all other indemnities provided in this Agreement, and notwithstanding the expiration or earlier termination of this Agreement, Sound Transit shall defend, indemnify, and hold the City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, injuries to third persons, losses, and expenses including, without limitation, cleanup or other remedial costs (including attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from: (1) the existence or discovery of any Hazardous Substance on any Right-of-Way Property, or the migration of any Hazardous Substance from any Right-of-Way Property to other property or into the surrounding environment; or (2) violation of any Environmental Law ("collectively "Environmental Conditions") if such Environmental Conditions existed prior to the transfer of the property to the City; *Provided* that if the Right of Way Property is directly transferred to the City under paragraph 4.9, the obligations of this paragraph 7.1 (B) shall apply to any Environmental Conditions existing prior to the date the Right of Way Improvements are substantially completed by Sound Transit's contractor.

7.2 Dispute Resolution. In the event the Designated Representatives cannot resolve a disagreement arising from activities performed under this Agreement, the parties shall follow the formal dispute resolution steps below.

A. The party's Designated Representative shall notify the other in writing of any problem or dispute the Designated Representative believes needs formal resolution. This written notice shall include:

1. description of the issue to be resolved;
2. a description of the difference between the Parties on the issue; and
3. a summary of steps taken by Designated Representative to resolve the issue.

B. Upon receipt of written notice of a request for a formal dispute resolution under this Section, the officials identified in this Subsection shall meet within five (5) business days of receiving the written notice and attempt to resolve the dispute.

City	Sound Transit
Grace Crunican, Director, Seattle Department of Transportation	Joanne Francis, Chief Administrative Officer
700 5 th Ave Suite 3900, Seattle WA	401 S. Jackson St.

98104-5043
206-684-5000

Seattle, WA
Phone: 206-689-4934

C. In the event the officials identified in Subsection B cannot resolve the following persons, the following officials shall meet within ten (10) business days of receiving notice of a formal dispute resolution request and engage in good faith negotiations to resolve the dispute.

City	Sound Transit
Tim Cies, Deputy Mayor	Joni Earl, Executive Director
600 4 th Ave, 12 th floor Seattle WA 98104-5043 206-684-4000	401 S. Jackson St. Seattle, WA Phone: 206-398-5450

The parties agree that they shall have no right to seek relief under this Agreement in a court of law until and unless each of these procedural steps is exhausted.

7.3 Venue. In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action or proceeding shall be brought in a court of competent jurisdiction situated in King County, Washington.

7.4 Amendments. All modifications of this Agreement shall be accomplished by the parties' execution of a written amendment to this Agreement.

VIII. TERM OF AGREEMENT

8.1 Term of Agreement. This Agreement shall continue in effect for the period of time that is reasonably necessary for the parties to complete their obligations hereunder unless otherwise terminated under the provisions of this Section.

8.2 Termination. Any party may terminate this Agreement at any time upon not less than sixty (60) days written notice to the other party with or without cause.

8.3 Duties Upon Termination. Upon termination of this Agreement pursuant to section 8.2 above, Sound Transit shall complete all acquisitions and transfers of property to the City pursuant to all executed Property Transfer Proposals and will provide to the City all records including appraisal and appraisal review reports, acquisition, relocation assistance, and property management records pertinent to the acquisitions performed by Sound Transit under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT

as of the dates written below.

**CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY
(SOUND TRANSIT)**

THE CITY OF SEATTLE

(Signature)
Executive Director

(Signature)
Director, Seattle Department of
Transportation

Date:

Date:

Approved as to form:

By:
Sound Transit Legal Counsel
Authorized by Resolution