



20200220000549

AGREEMENT Rec: \$107.60
2/20/2020 10:17 AM
KING COUNTY, WA

WHEN RECORDED RETURN TO:

Sound Transit
Real Property Division
401 S. Jackson Street
Seattle, WA 98104-2826

MEMORANDUM OF AGREEMENT

Grantor: Central Puget Sound Regional Transit Authority, a regional transit authority organized under the laws of the State of Washington

Grantee: City of Redmond, a Washington optional municipal code city

Abbreviated Legal Description: Portions of Section 11 and 12, Township 25 N, Range 5E; W.M.
Additional legal on Exhibit A

Assessor's Tax Parcel No(s): 1125059021, 1125059026, 9270700030, 1125059146, 1125059021, 1225059052, 1225059266, and City Right of Way

Memorandum of Development Agreement for the Downtown Redmond Link Extension Project City of Redmond, Washington

1. **Agreement.** Grantor and Grantee entered into that certain Development Agreement for the Downtown Redmond Link Extension Project City of Redmond, Washington dated August 21, 2019 (the "Agreement"), concerning real property owned or controlled by the Grantor (the "Grantor Property"), as legally described on Exhibit A all located in King County, Washington. The purpose of the Agreement, whose terms and conditions are incorporated herein by this reference, is to address project development standards including design standards, mitigation measures, project phasing, review procedures, vesting, ad other appropriate development requirements pertaining to Grantor's Downtown Redmond Link Extension Project.

2. **Purpose.** This Memorandum is prepared for the purposes of recordation and to provide constructive notice of the Agreement, and it in no way modifies or amends the terms and conditions of the Agreement. Provisions of this Memorandum should not be used in interpreting the provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the Agreement shall control.

Dated and signed on this 30th day of January, 2020.
Day Month Year

Approved as to form

By: [Signature]
Raul Moomaw, Senior Legal Counsel

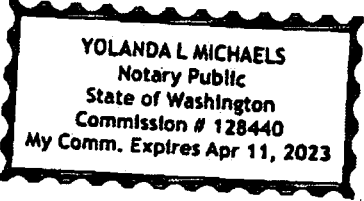
Authorized by Motion No. M2019-63

Grantor: Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington

By: [Signature]
Its: _____

STATE OF WASHINGTON }
COUNTY OF KING } SS.
}

I certify that I know or have satisfactory evidence that Kimberly Farley is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized to execute the instrument and acknowledged it as the Deputy CEO of **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY** to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.



Dated: 1/30/2020
Signature: [Signature]
Notary Public in and for the State of Washington
Notary (print name): YOLANDA L MICHAELS
Residing at: RENTON WA
My appointment expires: APRIL 11 2023

Dated and signed on this 4 day of February, 2020.
Day Month Year

Approved as to form

ATTEST:

By: [Signature]
 City Attorney

[Signature]
 City Clerk

Authorized by City Council Resolution on June 18, 2019

Grantee: City of Redmond, a Washington optional municipal code city

By: [Signature]
 Its: Mayor

STATE OF WASHINGTON }
 COUNTY OF KING } SS.

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



Dated: February 10, 2020
 Signature: [Signature]
 Notary Public in and for the State of Washington
 Notary (print name): Cheryl D Xanthos
 Residing at: Redmond, Washington
 My appointment expires: 2/9/22

EXHIBIT A

DOWNTOWN EASEMENT DESCRIPTION

A strip of land of varying widths situated in a portion of the North Half of the Northeast quarter, Section 11, and a portion of the West half and the Southeast quarter of the Northeast quarter, Section 12, Township 25 North, Range 5 East, W.M., King County, Washington, said strip being all that portion of the BNSF Railway Company's (formerly Northern Pacific Railway Company) Woodinville to Kenndale, Washington Branch Line, as described by deed recorded under Recording No. 20091218001537, records of said County, said strip described as follows:

BEGINNING at the intersection of the Southerly right of way margin of Secondary State Highway No. 2-D (NE Redmond Drive) with the originally located centerline of said Railway, and the beginning of a strip of land 125 feet in width, being 75 feet northerly of and 50 feet southerly of the following described centerline, said State Highway margin being the westerly limits of said strip sidelines; thence Easterly along said centerline to a point opposite the most Northerly corner of Lot 4, Block 1, PLAT of WEST REDMOND ADDITION, as recorded in Volume 58 of Plats, pages 12 and 13, records of said County, and the beginning of a strip of land 100 feet in width, being 75 feet northerly of and 25 feet southerly of said centerline; thence continuing Easterly along said centerline to the southerly extension of the Westerly line of THE CLEVELAND CONDOMINIUMS, as recorded in Volume 226 of Condos, pages 43 through 53, records of said County and the beginning of a strip of land 85 feet in width, being 60 feet northerly of and 25 feet southerly of said centerline; thence continuing Easterly along said centerline to the southerly extension of the Westerly right of way margin of Brown Street, as dedicated by the PLAT of SIKES SECOND ADDITION, as recorded in Volume 14 of Plats, page 4, records of said County, and the beginning of a strip of land 100 feet in width, being 75 feet northerly of and 25 feet southerly of said centerline; thence continuing Easterly along said centerline to the southerly extension of the Westerly line of that certain parcel of land deeded by the Burlington Northern Railroad Company to Redmond CP II, as described by instrument filed under Recording No. 9806051122, records of said County and the beginning of a strip of land 50 feet in width, being 25 feet northerly of and 25 feet southerly of said centerline; thence continuing Easterly along said centerline to the southerly extension of the Easterly line of that certain parcel of land deeded by the Burlington Northern Railroad Company to Lowell and Stella J. DeYoung, as described by instrument filed under Recording No. 9702040685, records of said County, and the beginning of a strip of land 100 feet in width, being 75 feet northerly of and 25 feet southerly of said centerline; thence continuing Easterly along said centerline to the East line of the Southwest quarter of the Northwest quarter of said Section 12 and the beginning of a strip of land 75 feet in width, being 50 feet northerly of and 25 feet southerly of said centerline, said East line being the easterly limits of said 100 foot wide strip sidelines and the westerly limits of said 75 foot wide strip sidelines; thence continuing easterly along said centerline to the southerly extension of the Easterly line of that certain parcel of land dedicated by Redmond Center Development LLC to the City of Redmond, as described by instrument recorded under Recording No. 20010509000002, records of said County, said southerly extension intended to intersect the northeasterly corner and the southeasterly corner of the public road deeded to the

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EXHIBIT A

City of Redmond by instrument recorded under Recording No. 9811040718, records of said County, and the beginning of a strip of land 100 feet in width, being 50 feet northerly of and 50 feet southerly of said centerline; thence continuing Easterly along said centerline to the East line of the Southeast quarter of the Northwest quarter of said Section 12, and to City of Redmond City Limits line as described by said City Ordinance No. 230, said East line being the terminus of said centerline and the easterly limits of said strip sidelines. TOGETHER WITH a strip of land of varying widths lying within public street rights of way, the Northerly line of said strip being the Southerly right of way margin of said BNSF Railway, the Southerly line of said strip described as follows:

BEGINNING at the intersection of the East line of said West Redmond Addition with a line situated 25.00 feet southerly and normal with the Southerly right of way margin of said Railway, said East line being the westerly limits of said strip; thence Easterly parallel with said Southerly margin to the westerly edge of back of curb of Leary Way, southbound, as constructed; thence Northerly along said westerly edge to a point situated 18.25 feet southerly and normal with said Southerly margin; thence Easterly parallel with said Southerly margin to a point opposite and 18.25 feet northerly of the Northeast corner of Parcel 12, REDMOND TOWN CENTER, a Binding Site Plan, as recorded under Recording No. 9604090269, records of said County; thence Easterly to an intersection of the southerly extension of the West line of Parcel 2, City of Redmond Boundary Line Adjustment File No. L080129, as recorded under Recording No. 20080807900001, records of said County, with a line situated 22.00 feet southerly and normal with said Southerly margin; thence Easterly parallel with said Southerly margin to the easterly terminus of the public road deeded to the City of Redmond by instrument recorded under Recording No. 9811040713, records of said County, and the terminus of said line, said easterly road terminus being on said Southerly margin and the easterly limits of said strip.
TOGETHER WITH:

The North 25.00 feet of Lots 6 and 8, Block 1, PLAT of WEST REDMOND ADDITION, as recorded in Volume 58 of Plats, pages 12 and 13, records of said County.



3/28/12

WHPacific, Inc.
12100 NE 195th Street Suite 300
Bothell, WA 98011
425-951-4800
Project No. 209.037564
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City Agreement Routing Form

The Project Administrator should complete the top section of this form, once Department Head/Designee signature has been obtained, attach the specified number of agreement originals to this form (have the contractor/supplier sign all original copies before routing) and forward the documents to the City Clerk for internal city routing. The City Clerk will route the agreement to the Risk Manager for approval of insurance and identification requirements, to the City Attorney for approval as to legal form and to the Mayor for signature. The City Clerk will then attest/authenticate the Mayor's signature and will forward this form and remaining agreement(s) to Project Administrator.

Project Title: Downtown Redmond Link Extension - Memorandum of Agreement

Type of Service: The DR E Development Agreement was executed on 8/21/19. Sound Transit will record this Memorandum of Agreement as required by state statute. The Memorandum of Agreement does not amend any terms of the agreement.

Supplier/Contractor Name: Sound Transit *agreement # 9177*

Contract/Agreement Amount, Original: \$40,000 Amended Amount: n/a

Council Approval Date: 6/18/19 Nature of Funding: Transportation CIP

Project Administrator: Don Cairns MailStop: 4SPL Phone: x2834

Anticipated Agreement Start Date: 8/21/19 Estimated Completion Date: 12/31/26

Does this contract contain the purchase of technology related items/services? YES NO
If Yes, route to: I.S. Manager (3SFN)

I.S. Signature: _____ Date: _____

Will federal funds be used to pay for all or part of contract? YES NO
If Yes, check for debarment at www.sam.gov
(print results and keep a copy in project file)

Department Head/ Designee Signature: *Carol Westlund* Date: 1-31-20

Comments:

Account Numbers/ Distribution: N/A

NIGP/Commodity Code: N/A

*requires notary
+ Clerk's Signature required*

ROUTING PROCESS: (1 copies)

^{For} To: City Clerk _____ Date 11/31/2020
(for routing and tracking)

Risk Manager _____ Date 1/31/20
(Signature or initials)

City Attorney _____ Date 2/4/20
(Signature or initials)

(Note: If contract exceeds Mayor's authorized signing limits, route to City Clerk (3NFN) for council approval)

Mayor _____ Date 2/10/20
(Signature or initials)

^{For} City Clerk _____ Date 2/11/2020
(Signature or initials)

NOTE: The agreement becomes fully executable once the Mayor has signed it. The Project Administrator may then forward one set of originals to the Contractor/Consultant and work may begin. The City's original will be retained by the City Clerk. Once all signatures have been obtained, forward a copy of this form to Accounts Payable, with payment instructions.

9177-1

Finance use ONLY	Supplier Id <input style="width: 80%;" type="text"/>	Date Received <input style="width: 80%;" type="text"/>	Agreement # <input style="width: 80%;" type="text"/>
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