

CITY OF SEATTLE
ORDINANCE _____
COUNCIL BILL 118040

AN ORDINANCE relating to the West Duwamish Trail project; and authorizing the Director of Transportation to sign a lease with the Washington State Department of Transportation for City construction, operation, and maintenance of a portion of the West Duwamish Trail on State property.

WHEREAS, the voter-approved 2008 Parks and Green Spaces Levy allocated \$2 million dollars for the West Duwamish Trail project (the "Project") and the City's Department of Transportation is now ready to implement work on the West Duwamish Trail; and

WHEREAS, the Project will create a linear park connection, including bicycle and trail improvements, along the Duwamish River by constructing a multi-purpose trail from 2nd Avenue South and South Holden Street to 8th Avenue South and South Portland Street in the South Park neighborhood, which will be an extension of the existing Duwamish Bicycle Trail; and

WHEREAS, the City will need to lease property from the State of Washington (the "State") for a portion of the new trail segment that will run through State property; and

WHEREAS, the State-owned portion of the trail segment is not presently needed for highway purposes and the State is authorized to lease property pursuant to RCW 47.12.120; and

WHEREAS, the State and the City have negotiated the terms of a trail lease that is necessary to complete the Project; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of Transportation, or his designee, is authorized, on behalf of the City of Seattle, to enter into a Trail Lease with the State, substantially in the form attached hereto as Attachment A and incorporated herein, for construction, operation, and maintenance of a segment of the West Duwamish Trail on State property as described therein.

1 Section 2. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the ____ day of _____, 2014, and
5 signed by me in open session in authentication of its passage this
6 ____ day of _____, 2014.

7
8 _____
9 President _____ of the City Council

10
11 Approved by me this ____ day of _____, 2014.

12
13 _____
14 Edward B. Murray, Mayor

15
16 Filed by me this ____ day of _____, 2014.

17
18 _____
19 Monica Martinez Simmons, City Clerk

20 (Seal)

21 Attachment A: Trail Lease

22 Exhibit A to Attachment A: Duwamish Waterway Vicinity Map

23 Exhibit B to Attachment A: Leased Premises Map

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T R A I L L E A S E

THIS IS A LEASE made and entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION hereinafter called "WSDOT," and the CITY OF SEATTLE, acting by and through its Transportation Department, a Washington State municipal corporation, hereinafter called the "TENANT."

WHEREAS, the land and premises to be leased are not presently needed exclusively for highway purposes; AND

WHEREAS, TENANT desires to construct, operate and maintain a trail segment under this Lease as part of the TENANT's local comprehensive trail plan and/or a state or federal comprehensive trail plan as an interim use until the land and premises to be leased are needed for a highway purpose; AND

WHEREAS, WSDOT is granted authority to lease property under RCW 47.12.120, and, WSDOT deems it to be in the best public interest to enter into this Lease,

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. LEASED PREMISES. WSDOT leases to the TENANT, and the TENANT hereby leases from WSDOT, the premises (the "Leased Premises") located in Government Lot 16 Section 29, Township 24 North, Range 4 East, W.M., in the City of Seattle, King County and known to be a portion of the highway right of way of SR 99, Duwamish Waterway Vicinity, sheet 2 of 11 sheets approved January 7, 1994, revised June 14, 2012, and SR 99, South 118th St. to Jct. S.S.H. No. 1-K Plan Showing Access, sheet 3 of 3 sheets approved December 18, 1956, and as further shown hachured on **Exhibit A** attached hereto and by this reference incorporated herein. The Leased Premises is approximately 6,854 square feet.

2. TERM. The term of this Lease is ten (10) years, COMMENCING ON THE DATE OF EXECUTION OF THIS LEASE BY WSDOT (Commencement Date).

3. RENEWAL. Upon expiration of the initial term, this Lease may be renewed by the TENANT for two (2) additional ten (10) year periods, ("Renewal Period"), at the discretion of WSDOT; Provided that (A.) the TENANT is not in default and has not been in default during

1 the term of this Lease; (B.) the property is not needed for a priority transportation purpose, as
2 determined by WSDOT; (C.) TENANT's continued use under this Lease does not impair the
3 safety or operation of WSDOT's highway or facility, as solely determined by WSDOT; and (D.)
4 the terms and conditions of this Lease conform to then-existing state policies or practices, laws,
5 regulations and contracts, or provided TENANT is willing to amend this Lease to bring it into
6 compliance with such policies, practices, laws, regulations, and contracts. The Renewal Period
7 shall be on the same terms and conditions as set forth herein, except as modified by any changes
8 in policies, practices, laws, regulations or contracts and as reflected in a written amendment
9 signed by both parties. TENANT shall give notice of its intent to renew this Lease for the
10 Renewal Period(s) not less than ninety (90) calendar days, but not more than six (6) months,
11 prior to the expiration of the Lease, or any extension thereof.

12 **4. CONSIDERATION.** In lieu of paying economic rent for the Leased Premises,
13 the TENANT agrees to provide other specific consideration which is deemed to be a highway
14 benefit. The consideration is the separation of motor vehicle traffic from pedestrians and cyclists
15 which will materially increase motor vehicle safety and increase highway efficiency in this
16 industrial area with high volumes of traffic. Currently cyclists travel on a narrow shoulder with
17 the motoring public.

18 **5. TERMINATION BY WSDOT.**

19 A. WSDOT may terminate this Lease, without penalty or further liability as
20 follows:

21 (1) Immediately, upon the unauthorized assignment of this Lease by
22 TENANT;

23 (2) Upon not less than thirty (30) calendar days prior written notice,
24 for failure of the TENANT to provide acceptable As-Built drawings to WSDOT within sixty (60)
25 calendar days of the date of completion of the trail construction; acceptability of the As-Built
26 drawings shall be determined solely by WSDOT;

27 (3) Upon not less than thirty (30) calendar days prior written notice, if
28 TENANT defaults on any provision in this Lease and is notified by WSDOT of the default two
29 (2) times within a six (6) month period. The third default shall be deemed "non-curable;"

30 (4) Upon not less than thirty (30) calendar days prior written notice to
31 TENANT, if TENANT defaults, and fails to cure such default within that thirty (30) calendar
32 day period, or such longer period, as may be reasonably determined by WSDOT, if TENANT is
33 diligently working to cure the default. Waiver or acceptance of any default of the terms of this

1 Lease by WSDOT shall not operate as a release of the TENANT's responsibilities for any prior
2 or subsequent default.

3 (5) Upon not less than thirty (30) calendar days prior written notice, if
4 TENANT (i) does not begin construction of the improvements, as described in **Section 7** "Use of
5 Leased Premises" herein and as shown on **Exhibit B**, within ninety (90) calendar days from the
6 Commencement Date of this Lease; (ii) does not complete the work within twelve (12) months
7 of the beginning of said construction, or (iii) fails to open the trail to the public within sixty (60)
8 calendar days of completing the trail construction. WSDOT and TENANT may mutually agree
9 in writing to extend the periods provided under (i), (ii), and/or (iii) to accommodate unforeseen
10 conditions out of the control of either party, such as, but not limited to, weather, availability of
11 equipment, and availability of utilities;

12 (6) Immediately, if the TENANT's insurance coverage as required
13 herein lapses for any reason. In such event, WSDOT may, at its option, barricade access to the
14 Leased Premises;

15 (7) Immediately, upon issuance of any court order, legislative action,
16 or governmental agency action having jurisdiction to take such action, which would significantly
17 impair or effectively prohibit the TENANT's use of the Leased Premises;

18 (8) Immediately, upon written notice, if a receiver is appointed to take
19 possession of the TENANT's assets, the TENANT makes a general assignment for the benefit of
20 creditors, or the TENANT becomes insolvent or takes or suffers action under the Bankruptcy
21 Act;

22 (9) Upon not less than thirty (30) calendar days prior written notice, if
23 WSDOT determines that it is in the best interest of WSDOT to terminate this Lease;

24 (10) Upon not less than thirty (30) calendar days prior written notice if
25 the Leased Premises has been abandoned, in WSDOT's sole judgment, for a continuous period
26 of ninety (90) calendar days; or

27 (11) Immediately, if a transportation emergency exists as solely
28 determined by WSDOT.

29 B. WSDOT may terminate the Lease in part upon not less than sixty (60)
30 calendar days prior written notice, if WSDOT determines that a portion of the Leased Premises
31 may be used for, but not limited to, telecommunications purposes, which in WSDOT's sole
32 determination are reasonably consistent with TENANT's authorized use of the Leased Premises.

1 C. It is hereby acknowledged and agreed that the highway use of the Leased
2 Premises is paramount to any other use, including TENANT's use for a pedestrian, bicycle and
3 other non-motorized vehicle trail. If this Lease is terminated for highway construction or
4 reconstruction, and WSDOT determines that it is necessary to relocate the trail system or acquire
5 replacement land, the TENANT hereby agrees to acquire any such necessary replacement lands
6 promptly and at no cost to WSDOT, to reconstruct its facility at no cost to WSDOT on said
7 replacement lands, and to indemnify and hold harmless WSDOT from any and all costs.

8 D. If the TENANT fails to remove the trail and WSDOT determines that it is
9 necessary to continue to maintain the trail in a safe, operable condition, then the TENANT
10 hereby agrees that WSDOT may withhold funds sufficient to reimburse WSDOT for all costs
11 associated with the continued maintenance of said trail from the TENANT's share of any Motor
12 Vehicle Gas Tax Funds or any other funds distributed to the TENANT by WSDOT to cover
13 ongoing expenses of trail maintenance and operation.

14 E. TENANT agrees to pay all costs to barricade or to provide other interim
15 safety measures, as directed by WSDOT, if closure of the trail becomes necessary to facilitate
16 repair, reconstruction, maintenance, or modifications of the highway right of way.

17 **6. TERMINATION BY TENANT.** TENANT may terminate this Lease without
18 penalty or further liability as follows:

19 A. Upon not less than thirty (30) calendar days prior written notice for any
20 reason; Provided that the TENANT removes all traces of the trail prior to the date of termination.

21 B. Upon not less than thirty (30) calendar days prior written notice, if
22 WSDOT defaults and fails to cure such default within that thirty (30) calendar day period, or
23 such longer period, as may be reasonably determined by the TENANT, if WSDOT is diligently
24 working to cure the default; or

25 C. Immediately, upon written notice, if in the TENANT's judgment the
26 Leased Premises is destroyed or damaged so as to substantially and adversely affect the
27 TENANT's authorized use of the Leased Premises.

28 **7. USE OF LEASED PREMISES.**

29 A. No use other than construction, operation and maintenance of a public
30 pedestrian, bicycle, and other non-motorized vehicle trail under the control of the TENANT is
31 permitted without the prior written approval of WSDOT. The TENANT expressly agrees that it
32 will not charge others to use the Leased Premises. No motorized vehicles will be allowed on the

1 Leased Premises except for TENANT's maintenance vehicles and emergency vehicles
2 responding to an emergency on the Leased Premises. In using the Leased Premises, the
3 TENANT shall comply with all statutes, policies and regulations, including, but not limited to
4 the Scenic Vistas Act, RCW 47.42 et seq. and WAC 468-66 et seq., heretofore adopted or
5 hereafter promulgated by WSDOT or the state legislature relative to the location, operation, and
6 maintenance of improvements located on the Leased Premises. No access to the Leased
7 Premises will be constructed or allowed to be constructed by or for the TENANT without
8 WSDOT's prior written approval. TENANT understands that the location of the Leased
9 Premises is within limited access right of way, therefore: **Pedestrian and Bicycle traffic will be**
10 **permitted access and use of the trail ONLY at Station WM 10+60 (54' RT), Station WM**
11 **11+45 (93.33' RT), Station 718+20 (60.99' RT).** Direct access to ramps or traveled lanes of
12 state highways is not permitted. All grading and construction plans and any changes thereof are
13 subject to approval by WSDOT.

14 B. TENANT will not allow third parties to use the trail as access to private
15 property or improvements. Furthermore, in using the Leased Premises, it is expressly agreed that
16 TENANT shall: 1) comply with all applicable federal, state and local laws, ordinances, and
17 regulations, including environmental requirements that are in force or which may hereafter be in
18 force; and 2) secure all necessary permits and licenses for the uses of the Leased Premises
19 authorized in this Lease. The TENANT hereby agrees to indemnify, defend and hold harmless
20 WSDOT from all claims or suits resulting from the TENANT's failure to comply with such
21 requirements.

22 C. No signs, other than directional signs or that sign further described herein,
23 are permitted. WSDOT owned fences in place at the time of execution of this Lease or relocated
24 to separate the Leased Premises from the traveled roadway will be maintained by WSDOT.
25 Nothing is to be attached to WSDOT's fence without prior written approval. If any fence is
26 damaged as a result of the activities authorized by this Lease, the TENANT will promptly repair
27 such damage at its cost to WSDOT's satisfaction.

28 D. Within thirty (30) calendar days of occupancy, the TENANT at is sole
29 expense shall erect and maintain a permanent sign at all entrances to the Trail located on
30 WSDOT right of way, stating as follows: "This trail is located on highway right of way under a
31 an agreement between The city of Seattle, Department of Transportation, and the Washington
32 State Department of Transportation."

33 E. WSDOT does not warrant that the unconstructed right of way is suitable
34 for TENANT's purposes.

1 **8. MAINTENANCE RESPONSIBILITIES.**

2 A. TENANT shall perform or cause to be performed at its sole expense all
3 maintenance of the Leased Premises that shall include, but not be limited to, keeping the Leased
4 Premises in good condition, both as to safety and appearance, to the satisfaction of WSDOT.
5 TENANT shall be responsible for weed control, and reconstruction and repair of any or all
6 components of the trail facility. In addition (and if applicable), TENANT is responsible for the
7 regular inspection and repair of structures as required by the Code of Federal Regulations 23
8 CFR 650, subpart C, National Bridge Inspection standards (NBIS), EXCEPT any and all work
9 that would require SR 99 closure.

10 B. TENANT agrees that it is additionally responsible for the following
11 specific maintenance and operational items, at its sole cost and expense, without further liability
12 to the WSDOT:

13 (1) Security and law enforcement for the Leased Premises;

14 (2) Graffiti removal upon all real and personal property (including all
15 fixtures and attachments). TENANT shall in no way interfere with any highway operations or
16 traffic flow on SR 99 when removing graffiti. Inspections shall be no less than once per month;

17 (3) Litter control on an as needed basis in accordance with adopted
18 TENANT maintenance standards and practices or upon WSDOT notification and/or inspection;

19 (4) Sweeping of the Leased Premises on an as needed basis in
20 accordance with adopted TENANT maintenance standards and practices; and

21 (5) Removing and disposing of unauthorized signs, banners, etc. from
22 the Leased Premises.

23 C. TENANT warrants that any landscaping planted and maintained on the
24 Leased Premises will not damage, threaten to damage, or otherwise adversely affect any part or
25 component of the state's highway facility or operation, or adversely affect traffic safety.

26 D. If TENANT fails to maintain the trail as provided herein, the WSDOT
27 may perform such maintenance after providing the TENANT with thirty (30) calendar days
28 written notice of such maintenance default, and TENANT agrees to reimburse the WSDOT for
29 such maintenance costs within thirty (30) calendar days of receipt of a WSDOT invoice. If
30 TENANT fail to pay such invoice, WSDOT is authorized to deduct and expend such costs,

1 pursuant to RCW 47.24.050, from any monies TENANT is entitled to receive from the Motor
2 Vehicle until such costs are fully recovered.

3 **9. ENVIRONMENTAL REQUIREMENTS.**

4 A. TENANT represents, warrants and agrees that it will conduct its activities
5 on and off the Leased Premises in compliance with all applicable environmental laws. As used
6 in this Lease, the term "Environmental Laws" means all federal, state and local environmental
7 laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions,
8 authorizations or permits, including, but not limited to, the Resource Conservation and Recovery
9 Act, 42 U.S.C. § 6901, et. seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water
10 Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right
11 to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response,
12 Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15
13 U.S.C. § 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., and Washington
14 or any other comparable local, state, or federal statute or ordinance pertaining to the environment
15 or natural resources and all regulations pertaining thereto, including all amendments and/or
16 revisions to said laws and regulations.

17 B. Toxic or hazardous substances are not allowed on the Leased Premises
18 without the express written permission of WSDOT and under such terms and conditions as may
19 be specified by WSDOT. For the purposes of this Lease, "Hazardous Substances," shall include
20 all those substances identified as hazardous under the Comprehensive Environmental Response,
21 Compensation, and Liability Act, 42 U.S.C. § 9601, et seq., and the Washington Model Toxics
22 Control Act, RCW 70.105D et seq., including all amendments and/or revisions to said laws and
23 regulations, and shall include gasoline and other petroleum products. In the event such
24 permission is granted, the use and/or disposal of such materials must be done in a legal manner
25 by the TENANT.

26 C. TENANT agrees to cooperate in any environmental investigations
27 conducted by WSDOT staff or independent third parties where there is evidence of
28 contamination on the Leased Premises, or where WSDOT is directed to conduct such audit by an
29 agency or agencies having jurisdiction. TENANT will reimburse WSDOT for the cost of such
30 investigations, where the need for said investigation is determined to be caused by the
31 TENANT's operations. TENANT will provide WSDOT with notice of any inspections of the
32 Leased Premises, notices of violations, and orders to clean up contamination. TENANT will
33 permit WSDOT to participate in all settlement or abatement discussions. In the event that the
34 TENANT fails to take remedial measures as duly directed by a state, federal, or local regulatory
35 agency within ninety (90) calendar days of such notice, WSDOT may elect to perform such

1 work, and the TENANT covenants and agrees to reimburse WSDOT for all direct and indirect
2 costs associated with WSDOT's work where those costs are determined to have resulted from the
3 TENANT's use of the Leased Premises. TENANT further agrees that the use of the Leased
4 Premises shall be such that no hazardous or objectionable smoke, fumes, vapor, odors, or
5 discharge of any kind shall rise above the grade of the right of way.

6 D. For the purposes of this Lease, "Costs" shall include, but not be limited to,
7 all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties,
8 and attorney fees and other litigation costs incurred in complying with state or federal
9 environmental laws, which shall include, but not be limited to, the Comprehensive
10 Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq; the Clean
11 Water Act, 33 U.S.C. § 1251; the Clean Air Act, 42 U.S.C. § 7401; the Resource Conservation
12 and Recovery Act, 42 U.S.C. § 6901; and the Washington Model Toxics Control Act, RCW
13 70.105D et seq., including all amendments and/or revisions to said laws and regulations.

14 E. TENANT agrees to defend, indemnify and hold harmless WSDOT from
15 and against any and all claims, causes of action, demands and liability including, but not limited
16 to, any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments and
17 attorneys' fees associated with the removal or remediation of any Hazardous Substances that
18 have been released, or otherwise come to be located on the Leased Premises, including those that
19 may have migrated from the Leased Premises through water or soil to other properties, including
20 without limitation, the adjacent WSDOT property and which are caused by or result from the
21 TENANT's activities on the Leased Premises. TENANT further agrees to retain, defend,
22 indemnify and hold harmless WSDOT from any and all liability arising from the offsite disposal,
23 handling, treatment, storage, or transportation of any such Hazardous Substances removed from
24 said Leased Premises.

25 F. WSDOT hereby agrees to indemnify and hold harmless the TENANT
26 from any costs or liabilities associated with the removal or remediation of any Hazardous
27 Substances that have been released, or otherwise come to be located on the Leased Premises by
28 the acts or omissions of WSDOT, its employees, contractors, and agents. WSDOT further agrees
29 to retain and indemnify and hold harmless the TENANT from any and all liability arising from
30 the offsite disposal, handling, treatment, storage, or transportation of any such Hazardous
31 Substances removed from said Leased Premises.

32 G. The provisions of this paragraph shall survive the expiration or
33 termination of this Lease.

1 **10. WSDOT'S RESERVATION OF RIGHT TO MAINTAIN AND GRANT**
2 **UTILITY FRANCHISES AND PERMITS AND TO LEASE FOR COMPATIBLE**
3 **PURPOSES.**

4 A. WSDOT reserves the right for utility franchise and permit holders to enter
5 upon the Leased Premises to maintain facilities and, for itself, to grant utility franchises and/or
6 permits within the Leased Premises. Such installation will be accomplished in such a manner as
7 to minimize any disruption to the TENANT. The franchise/permit holder will be required to
8 restore paving and grading damaged by the installation. WSDOT also reserves the right to
9 withdraw portions of the Leased Premises for uses such as, but not limited to,
10 telecommunications transmission sites, which WSDOT determines to be reasonably compatible
11 with the TENANT's authorized use of Leased Premises.

12 B. TENANT shall not disturb markers installed by a franchise/permit holder
13 and will contact and provide notice to any franchise/permit holder and all owners of underground
14 facilities prior to any excavation. TENANT shall contact WSDOT and call the Underground
15 Utility Locating Service, or its successor organization, as part of its efforts to ascertain any and
16 all owners of underground utility facilities and to locate the utility. The TENANT shall not
17 damage legally installed underground utilities. TENANT shall comply with all applicable
18 provisions of Chapter 19.122 RCW relating to underground facilities.

19 **11. TAXES, ASSESSMENTS, AND UTILITIES.** TENANT agrees to pay all
20 assessments that benefit the Leased Premises and/or which may hereafter become a lien on the
21 interest of the TENANT in accordance with RCW 79.44.010. The TENANT agrees to pay all
22 taxes that may hereafter be levied or imposed upon the interest of the TENANT or by reason of
23 this Lease. The TENANT is responsible for and agrees to pay the cost for all utilities, including,
24 but not limited to, surcharges, fuel adjustments, rate adjustments and taxes that serve the Leased
25 Premises.

26 **12. WSDOT'S APPROVAL OF DESIGN AND CONSTRUCTION.** TENANT
27 covenants that any construction on the Leased Premises will not damage, threaten to damage, or
28 otherwise adversely affect any part or element of the highway facility or its operation. WSDOT
29 shall be furnished with two sets of complete plans, details, and specifications and revisions
30 thereto for grading and all improvements proposed to be placed on the Leased Premises, and no
31 work shall be done without prior written approval of such plans by WSDOT. All construction
32 work shall be done in conformity with the plans and specifications as approved. WSDOT may
33 take any action necessary, including directing that work be temporarily stopped or directing that
34 additional work be done, to ensure compliance with the plans and specifications, protection of all
35 parts and elements of the highway facility, and compliance with WSDOT's construction and

1 safety standards. The improvements shall be designed and constructed in a manner that will
2 permit WSDOT access to the highway facility for the purposes of inspection, maintenance, and
3 construction, when necessary.

4 **13. LIMITATIONS.** TENANT expressly acknowledges and agrees that WSDOT's
5 rights under this Lease to review, comment on, disapprove and/or accept designs, plans
6 specifications, work plans, construction, equipment, installation, (a) exist solely for the benefit
7 and protection of WSDOT, (b) do not create or impose upon WSDOT any standard or duty of
8 care toward the TENANT, all of which are hereby disclaimed, (c) may not be relied upon by the
9 TENANT in determining whether the TENANT has satisfied any and all applicable standards
10 and requirements and (d) may not be asserted, nor may WSDOT's exercise or failure to exercise
11 any such rights be asserted, against WSDOT by the TENANT as a defense, legal or equitable, to
12 TENANT's obligation to fulfill such standards and requirements and regardless of any
13 acceptance of work by WSDOT.

14 **14. NON-COMPLETION OF CONSTRUCTION.** TENANT shall obtain
15 WSDOT's approval of construction drawings, complete construction of the project according to
16 the approved plans, and open the trail to the public within seventeen (17) months of the
17 Commencement Date of this Lease.

18 **15. "AS BUILT" PLANS.** Within sixty (60) calendar days of the date the trail
19 construction is completed, TENANT shall provide WSDOT with a complete set of dimensioned
20 "As-Built" scale drawings showing at least the information following: (a) trail centerline; (b)
21 ties to beginning and end of trail; (c) underground utilities; and (d) such other information as
22 WSDOT may request. Acceptability of the As-Built drawings shall be determined solely by
23 WSDOT. In the event the TENANT fails to provide such plans within the prescribed time
24 period, the TENANT hereby agrees that WSDOT shall have the right, at its option, to contract
25 with a consultant in order to secure such plans and TENANT agrees to reimburse WSDOT for all
26 costs incurred in obtaining said plans within thirty (30) calendar days of the date of WSDOT's
27 invoice.

28 **16. LIENS.**

29 A. TENANT shall at all times indemnify and hold harmless WSDOT from all
30 claims for labor or materials in connection with construction, repair, alteration, maintenance or
31 installation of structures, improvements, equipment, or facilities on or within the Leased
32 Premises, and from the cost of defending against such claims, including attorney fees.

33 B. In the event a lien is filed upon the Leased Premises, the TENANT shall:
34 (a) Record a valid Release of Lien, or (b) Deposit sufficient cash with WSDOT to cover the

1 amount of the claim on the lien in question, and authorize payment to the extent of said deposit
2 to any subsequent judgment holder that may arise as a matter of public record from litigation
3 with regard to lienholder claim, or (c) Procure and record a bond which releases the Leased
4 Premises from the claim of the lien and from any action brought to foreclose the lien.

5 C. Should the TENANT fail to accomplish a, b, or c above within fifteen (15)
6 calendar days after the filing of such a lien, the Lease shall be in default.

7 **17. ENCUMBRANCES.** It is expressly understood that the TENANT shall not
8 encumber the Leased Premises.

9 **18. WSDOT'S RIGHT OF ENTRY AND INSPECTION.** WSDOT, for itself, its
10 agents and contractors, and for the Federal Highway Administration, reserves the right to enter
11 upon the Leased Premises at any time without notice to the TENANT for the purpose of
12 inspection, maintenance, construction, or reconstruction of the highway facility or any element
13 thereof, or to perform environmental reviews. WSDOT shall in no way be responsible for any
14 incidental or consequential damages due to such loss of use, if any, by the TENANT. WSDOT
15 and the Federal Highway Administration may from time-to-time go upon the Leased Premises
16 for the purpose of inspecting any excavation, construction, or maintenance work being done by
17 the TENANT. Further, this right shall not impose any obligation upon WSDOT to make
18 inspections to ascertain the safety of the TENANT's improvements or the condition of the
19 Leased Premises.

20 **19. INSURANCE.**

21 A. TENANT warrants that it is self-insured, and agrees to provide acceptable
22 evidence of its self insured status to WSDOT. The TENANT's insurance policy must provide
23 liability coverage for the Leased Premises, including public liability coverage for bodily injury,
24 property damage, and personal injury of not less than Two Million and no/100 Dollars
25 (\$2,000,000.00) combined single limit per occurrence, with a general aggregate amount of not
26 less than Four Million and no/100 Dollars (\$4,000,000) per policy period. Such aggregate limits
27 shall apply for this Leased Premises location, and coverage under said policy shall be triggered
28 on an "occurrence basis," not on a "claims made" basis. The TENANT shall increase the policy
29 limits at its sole cost, when and if WSDOT deems it necessary due to the TENANT's use of the
30 Leased Premises within ten (10) calendar days of WSDOT's written request to do so.

31 B. TENANT assumes all obligations for premium payment, and in the event
32 of nonpayment is obligated to reimburse WSDOT the cost of maintaining the insurance coverage
33 and any legal fees incurred in enforcing such reimbursement in the event the TENANT fails to
34 pay the policy premiums.

1 C. Coverage, if obtained by the TENANT in compliance with the section,
2 shall not be deemed as having relieved the TENANT of any liability in excess of such coverage.

3 D. In the event the TENANT, after commencement of this Lease, elects to
4 terminate its self insured status and secure commercial liability coverage, TENANT will
5 promptly notify WSDOT, promptly secure insurance coverage as designated herein or as
6 amended by WSDOT and promptly provide a certificate of insurance from an insurer licensed to
7 conduct business in the State of Washington, to the satisfaction of WSDOT. WSDOT shall be
8 named as an additional insured by endorsement of the liability policy required, utilizing ISO
9 Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without
10 modification. The endorsement shall require the insurer to provide the WSDOT, Real Estate
11 Services Office in Tumwater, with no less than thirty (30) calendar days written notice before
12 any cancellation of the coverage required herein.

13 **20. TENANT’S FUNDS AVAILABLE TO SATISFY INDEMNITY CLAIMS.**

14 A. TENANT’s indemnity obligations under this Lease are limited to funds
15 that have been appropriated and are available at the time an indemnity claim is made.
16 TENANT’s annual appropriations available to satisfy an indemnity claim are the funds available
17 in (1) the Budget Control Level (BCL) under which the Lease was made; (2) any associated BCL
18 controlled and authorized for transfer by TENANT; and (3) the Judgment and Claims Sub-fund.
19 In addition, the TENANT maintains excess liability insurance coverage, disbursements of which
20 do not require TENANT appropriation.

21 B. For 2014, the amount appropriated for the Judgment and Claims Sub-fund
22 is \$23,703,564 (which includes \$12,853,527 for litigation expenses; \$4,350,037 to pay claims;
23 and \$6,500,000 to satisfy unanticipated claims); and the amount of excess liability insurance
24 coverage is \$40 million.

25 C. The Seattle Department of Transportation, or successor department, shall
26 notify WSDOT annually of any changes to the TENANT’s appropriation structure, or to the
27 appropriation amounts, set forth in **Section 20.B.** above. Such notice will be sent to:

28 DEPARTMENT OF TRANSPORTATION (Mailing Address)
29 Attn.: Property Management Program Manager
30 P.O. Box 47338
31 Olympia, WA 98504-7338

1 DEPARTMENT OF TRANSPORTATION (Physical Address)
2 Real Estate Services
3 Attn.: Property Management Program Manager
4 7345 Linderson Way S.W.
5 Tumwater, WA 98501

6 **21. HOLD HARMLESS/INDEMNIFICATION.**

7 A. To the extent authorized by law, TENANT, its successors and assigns, will
8 protect, save, and hold harmless WSDOT, its authorized agents and employees, from all claims,
9 actions, costs, damages, (both to persons and/or property) or expenses of any nature whatsoever
10 by reason of the acts or omissions of the TENANT, its assigns, subtenants, agents, contractors,
11 licensees, invitees, employees, or any person whomsoever, arising out of or in connection with
12 any acts or activities related to this Lease, whether those claims, actions, costs, damages, or
13 expenses result from acts or activities occurring on or off the Premises. The TENANT further
14 agrees to defend WSDOT, its agents or employees, in any litigation, including payment of any
15 costs or attorney's fees, for any claims or actions commenced, arising out of, or in connection
16 with acts or activities related to this Lease, whether those claims, actions, costs, damages, or
17 expenses result from acts or activities occurring on or off the Premises. This obligation shall not
18 include such claims, actions, costs, damages, or expenses which may be caused by the sole
19 negligence of WSDOT or its authorized agents or employees; provided, that if the claims or
20 damages are caused by or result from the concurrent negligence of (a) WSDOT, its agents or
21 employees and (b) the TENANT, its assigns, subtenants, agents, contractors, licensees, invitees,
22 employees, or involves those actions covered by RCW 4.24.115, this indemnity provision shall
23 be valid and enforceable only to the extent of the negligence of the TENANT or its assigns,
24 subtenants, agents, contractors, licensees, invitees, employees.

25 B. WAIVER: TENANT agrees that its obligations under this section extend
26 to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or
27 agents while occupying the Premises for any purpose. For this purpose, the TENANT, by
28 MUTUAL NEGOTIATION, hereby waives with respect to the WSDOT only, any immunity that
29 would otherwise be available to it against such claims under the Industrial Insurance provisions
30 chapter 51.12 RCW.

31 C. The indemnification and WAIVER provisions contained in this section
32 shall survive the termination or expiration of this Lease.

1 **22. NONDISCRIMINATION.** TENANT, for itself, its successors and assigns, as
2 part of the consideration hereof, does hereby agree to comply with all applicable civil rights and
3 antidiscrimination requirements including, but not limited to, Chapter 49.60 RCW.

4 **23. ASSIGNMENT.** Neither this Lease nor any rights created by it may be assigned,
5 sublet, or transferred in written or oral form.

6 **24. SURRENDER OF LEASED PREMISES AND REMOVAL OF TENANT'S**
7 **IMPROVEMENTS AND PERSONAL PROPERTY.**

8 A. Upon termination of this Lease, the TENANT shall cease its operations on
9 and/or use of the Leased Premises. In the event the TENANT fails to vacate the Leased
10 Premises on the date of termination, the TENANT shall be liable for any and all costs to
11 WSDOT arising from such failure. As used herein, "vacate" shall include preventing use of the
12 Leased Premises by the public.

13 B. Upon termination of this Lease, the TENANT agrees, if so directed by the
14 WSDOT, to restore grades and on limited access highways also to relocate WSDOT's fences, if
15 any, to their configurations prior to the TENANT's occupancy. This work is to be done at the
16 TENANT's sole expense to the satisfaction of WSDOT.

17 C. Upon termination of this Lease TENANT agrees, if so requested by
18 WSDOT, to obliterate the trail, remove all improvements and personal property, and/or provide
19 erosion control treatment at its own expense and to WSDOT's satisfaction, returning the right of
20 way to its original condition before the construction of the trail.

21 D. TENANT shall accomplish the above work by the date of termination. If,
22 after termination of this Lease, the TENANT has not removed its improvements and/or personal
23 property and returned the right of way to its original condition, if requested to do so, within the
24 time allowed, WSDOT may, but need not, remove and dispose of said improvements and/or
25 personal property and return the right of way to its original condition at the expense of the
26 TENANT, and the TENANT shall reimburse WSDOT for any and all expenses incurred by
27 WSDOT in connection with such removal, work or disposal within thirty (30) calendar days of
28 the date of WSDOT's invoice.

29 **25. NO RELATIONSHIP ESTABLISHED.** WSDOT shall in no event be
30 construed to be a partner with, associate or joint venturer of the TENANT or any party
31 associated with the TENANT. The TENANT shall not create any obligation or responsibility on
32 behalf of WSDOT or bind WSDOT in any manner.

1 **26. TRANSPORTATION PURPOSES.**

2 A. TENANT and WSDOT hereby affirm that upon termination or expiration
3 of this Lease for any reason and the subsequent use of the Leased Premises for transportation or
4 other purposes, such use will not be considered the use of any publicly-owned land from a public
5 park, recreation area, or wildlife and waterfowl refuge within the meaning of 23 U.S.C. 138 and
6 49 U.S.C. 303 (former 49 U.S.C.1653 (f), Section "4f"). If this Lease is terminated for highway
7 construction and the WSDOT or authorized local, state or federal official having jurisdiction of
8 the land or a court of competent jurisdiction determines that replacement of the trail is required
9 under 23 U.S.C. 138 and 49 U.S.C. 303, TENANT agrees that it shall be responsible for and
10 promptly replace the trail as required and pay all such costs in accordance with **Section 5.C.** of
11 this Lease.

12 B. TENANT further acknowledges, agrees, and promises not to use Outdoor
13 Recreation Funds as provided for in the Land and Water Conservation Fund Act, 16 U.S.C. 460-
14 l, sections 4-11 (see section 8(f)(3) within state owned right of way; such funds may be used
15 outside of the state owned right of way).

16 **27. CONDITION OF THE PROPERTY.** WSDOT and TENANT acknowledge
17 that they have jointly examined the Leased Premises identified in **Exhibit A** attached hereto, and
18 the TENANT accepts said Leased Premises in its present condition as of the Commencement
19 Date of this Lease.

20 **28. BINDING CONTRACT.** This Lease shall not become binding upon WSDOT
21 unless and until executed for WSDOT by the Secretary of Transportation, or the duly authorized
22 representative.

23 **29. ATTORNEYS' FEES.** In the event of any controversy, claim, or dispute arising
24 out of this Lease, each party shall be solely responsible for the payment of its own legal
25 expenses, including but not limited to, attorney's fees and costs.

26 **30. MODIFICATIONS.** This Lease contains all the agreements and conditions
27 made between the parties hereto and may not be modified orally or in any manner other than by
28 written amendment, signed by all authorized parties thereto.

29 **31. INTERPRETATION.** This Lease shall be governed by and interpreted in
30 accordance with the laws of the State of Washington. The titles to paragraphs or sections of this
31 Lease are for convenience only and shall have no effect on the construction or interpretation of
32 any part hereof.

1 **32. SEVERABILITY.** In case any one or more of the provisions contained in this
2 Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such
3 invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this
4 Lease shall be construed as if such invalid, illegal or unenforceable provision had never been
5 contained herein.

6 **33. VENUE.** TENANT agrees that the venue of any action or suit concerning this
7 Lease shall be in the Thurston County Superior Court and all actions or suits thereon shall be
8 brought therein, unless applicable law requires otherwise.

9 **34. TOTALITY OF AGREEMENT.** It is understood that no guarantees,
10 representations, promises, or statements expressed or implied have been made by WSDOT
11 except to the extent that the same are expressed in this Lease.

12 **35. MEMORANDUM OF LEASE.** The parties hereby agree to execute and record
13 a memorandum of lease, if either party so requests.

14 **36. NOTICES.** Wherever in this Lease written notices are to be given or made, they
15 will be sent by certified or overnight mail addressed to the parties at the addresses listed below,
16 unless a different address has been designated in writing and delivered to the other party.

17 WSDOT: DEPARTMENT OF TRANSPORTATION (Mailing Address)
18 Attn.: Property Management Program Manager
19 P.O. Box 47338
20 Olympia, WA 98504-7338

21 DEPARTMENT OF TRANSPORTATION (Physical Address)
22 Real Estate Services
23 Attn.: Property Management Program Manager
24 7345 Linderson Way SW
25 Tumwater, WA 98501

26 TENANT: CITY OF SEATTLE
27 Department of Transportation
28 P.O. Box 34996
29 Seattle, WA 98124-5178

30

1 Signatures:

Accepted and Approved by:

2
3 CITY OF SEATTLE

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

4
5
6 By _____

By: _____

7
8 Title _____

Cynthia Tremblay,
Property Management Program Manager

9
10 Dated: _____

Dated: _____

11

12

13

APPROVED AS TO FORM

14

15

By: _____

16

ANN E. SALAY

17

Assistant Attorney General

18

_____, 20____

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CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON)

) ss

COUNTY OF KING)

On this _____ day of _____, 20____ before me personally appeared _____ to me known to be the _____ of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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

(Signature)

(Print or type name)
Notary Public in and for the State of Washington
residing at _____

My commission expires _____

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WSDOT ACKNOWLEDGMENT

STATE OF WASHINGTON)

) ss

COUNTY OF THURSTON)

On this _____ day of _____, 20____ before me personally appeared Cynthia Tremblay, to me known to be the duly appointed Property Management Program Manager, and that she executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the _____ day of _____, 20____.

(Signature)

(Print or type name)

Notary Public in and for the State of Washington

residing at _____

My commission expires _____

Gretchen M. Haydel, SDOT, Duwamish Waterway Vicinity Map, EXH A TO ATT A

T. 24 N. R. 4 E. W. M.

RIVER PARK

BLOCK NO.	LOTS NO.	OWNER
5	11-19	Asa J. Fouts
6	21-24	E.W. Solter
8	23-34	Jesse P. Martin
37	21-48	O.M. Akers

FIRST ADD. TO RIVER PARK

BLOCK No.	LOTS No.	OWNER
7	1-12 & 61-64	E.W. Solter & Win. P. Joslin
17	1-19 & 32-61	O.M. Akers
18	12-16 & 56-62	M.B. Barker
19	47-54 & 20-25	Clem LaVoy
21	17-25 & 48-57	O.M. Akers, Inc.
26	24-33 & 41-47	David S. Gilmore
27	35-55	Clem LaVoy
27	28-46	Safe Investment Co.

* This temporary ramp is for the exclusive use to serve the refuse station for the Seattle Engineering Dept. Subject to the conditions of permit file. Enclosure 5428 revised. This ramp shall be gated closed when not in use.

Note:
Sta. 718+50 to the Duwamish Waterway Approved per State Highway Commission Order July 2, 1957

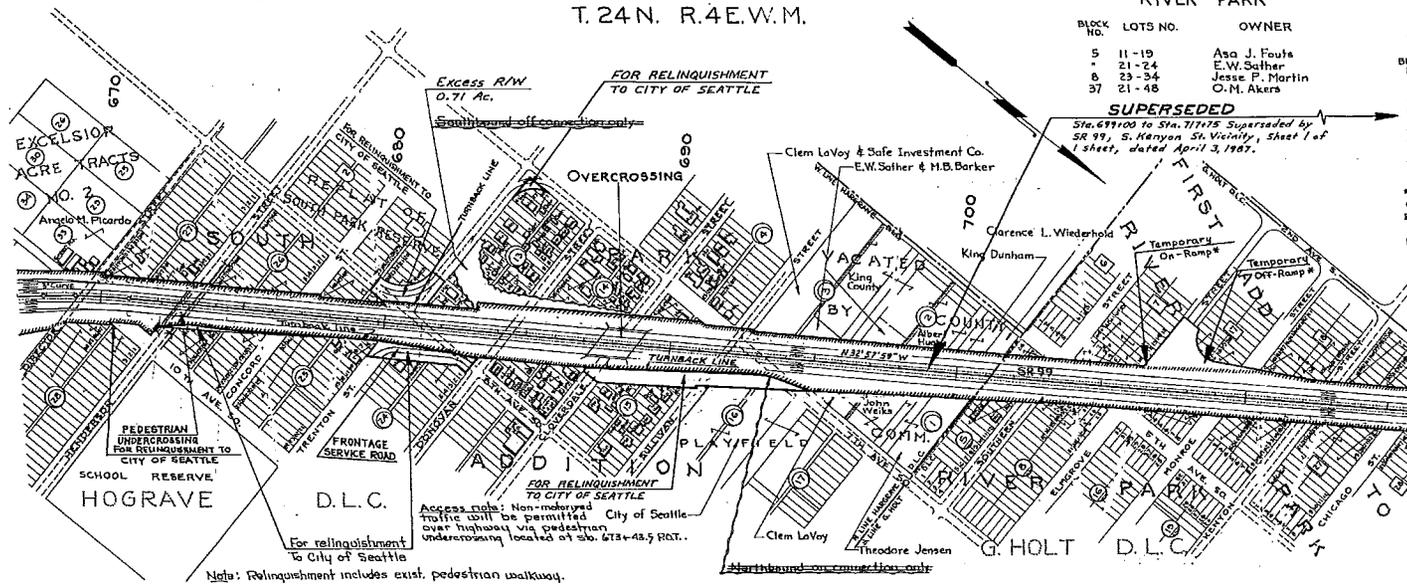
REVISION DATED APRIL 3, 1987 ADOPTED BY COMMISSION FINDINGS AND ORDER JULY 16, 1987.
Revision dated April 3, 1987 tentatively approved by Project Development Engineer.

WASHINGTON STATE HIGHWAY NO. 520 SOUTH 118th ST. TO JCT. S.S.H. NO. 10 PLAN SHOWING ACCESS KING COUNTY



WASHINGTON STATE HIGHWAY COMMISSION BOARD OF HIGHWAYS OLYMPIA, WASHINGTON
T. C. Hovatt, Chairman
R. A. Moore, Member
W. E. Moore, Member
R. E. Hovatt, Member
APPROVED: December 18, 1956

Sta. 647+00 to Sta. 718+50 Established by Commission Resolution No. 447, February 9, 1957



SOUTH PARK ADDITION

BLOCK NO.	LOTS NO.	OWNER
26	38-45	Virgilio Zingarello
	46, 47, 48	Nell R. & Bernice C. Dennison
26	25-28	M.J. Moore
27	22-24, 26-30	Anthony A. Picardo
	19 & 20	N.I. Neubauer
	15	King County
	16 & 17	Louise Goedel
26	7, 8, 9	Safe Investment Co.
	10 & 11	King County
	13-17	Safe Investment Co.
	23-31	Joe Bertolo
	32, 33	City of Seattle
	34-38	Eugene W. Scott
25	1, 2, 3, 4, 40-48	King County
	4-9	King County
	39	Safe Investment Co.
	28-38	F.A. Johnson
24	47, 48 & Por. of 46	City of Seattle
	45 & 46	George S. Wilson
	1-4	Dan L. Blye
13	31 & 32	Gunnar H. Carlson
	33 & 34	Roy Logan
	15-18	Evelyn V.E. Treloar
	35 & 36	George Chapman
	35-37	Herman Felto
14	38 & 39	Herman Felto
	10-12	A.D. Johnson
	5-9	Fra. S. Vaccum
	14-16	John F. Fritz
	17-18	A.O. Sanders
	19 & 20	Larry Ryan
	25-27	A.L. Rose
	28-32	Eugene W. Scott
15	11 & Por. of 10 & 12	Jacob J. Tosted
	5-10	T.V. Stanton
	1-4 & 42-44	Mrs. Anna Niblett
	45-48	Mrs. Thomas G. Niblett
	34-35	Louise Goebel
		Robert E. Leitch
		Horace S. Bullock
		City of Seattle
		Show Memorial M.E. Church
		Christ Walling
		David Peasley
		City of Seattle

SEE ACCESS PLAN SR 509 BURDEN TO JCT. P.S.H. NO. 1

ACCESS NOTES:
Access will be allowed via a temporary grade intersection on the left at SR 99 Sta. 83+105, and via direct approaches to abutting properties along a temporary connection between SR 99 Sta. 21+105 and Sta. 23+105 on the left, until the completion of the ultimate interchange and frontage road.

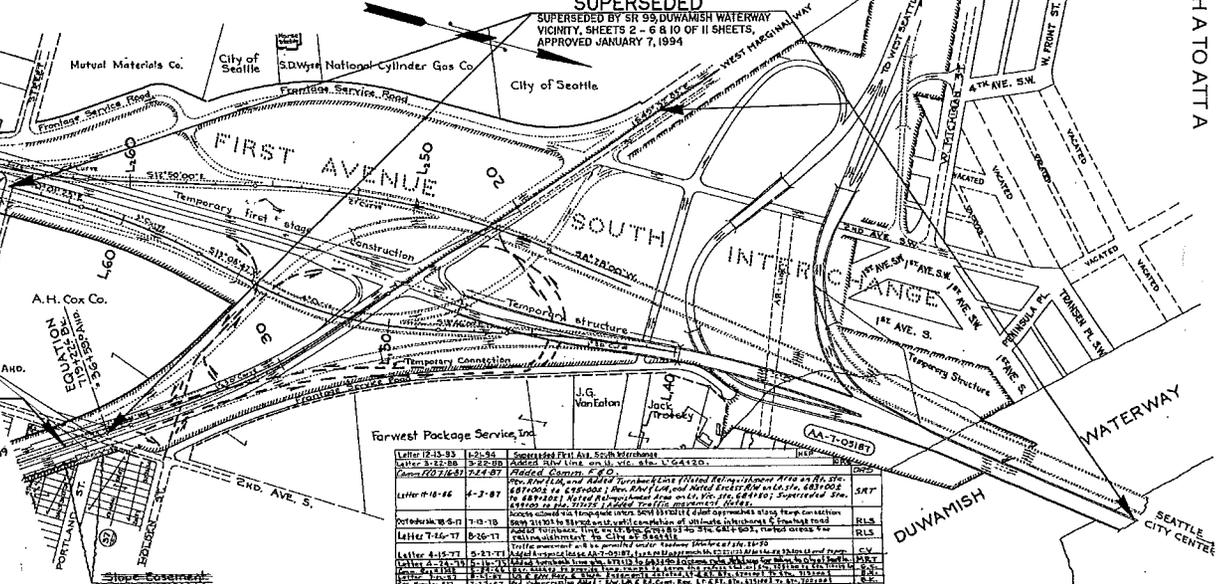
No. 21 The privilege of servicing the utility located within the right of way will be permitted to the utility specified subject to the conditions of the Franchise, Agreement or permit specific. No traffic movement will be permitted to or from the traveled highway lanes or ramps.

Temporary Grade Intersection
Right turn movement only will be permitted from Kenyon St. to SR 509.

Access Notes:
Traffic movement will be permitted under the East Roadway structure at Sta. 36+50 via existing access road entering on the left, vicinity Sta. 36+10.

Leased Premises
BEARING EQUATION: N 52° 50' W D.C. = 3.34' 00" OF CTR. A.O.

Access to be prohibited shown thus: [Symbol]
Future construction shown thus: [Symbol]



ROAD APPROACH SCHEDULE

SPECIFIED USER	STATION ON ROADWAY	TYPE
King County	Sta. 19+50 to Sta. 25+105	RT

Access Note:
Traffic movement will be permitted beneath the highway structure at Cloverdale Street.

--- Direction of ultimate traffic flow

LETTER	DATE	DESCRIPTION	BY
Letter 1-15-83	1-25-83	Original Plan for South Interchange	AS
Letter 2-22-83	3-22-83	Revised Plan for South Interchange	AS
Letter 4-10-86	4-2-87	Revised Plan for South Interchange	AS
Letter 7-16-87	8-16-87	Revised Plan for South Interchange	AS

EXHIBIT A
TR 01-13306
IC 1-17-10124
City of Seattle
Page 1 of 2 Pages

DRAWER 25 SEQUENCE 1

99/LA1

T.24N. R.4E. W.M.

OFFSETS TO WETLANDS

POINT	LS STATION	OFFSET
1	382+80.36	121.71' LEFT
2	383+08.34	91.23' LEFT
3	383+25.35	231.25' LEFT
4	383+88.69	230.10' LEFT
5	383+41.92	115.95' LEFT

ACCESS APPROACH SCHEDULE

PARCEL NO.	STATION ON ROADWAY	TYPE
1-15069	A2 13+70 LT. TO A2 14+00 LT.	C-3
1-15069	A2 14+00 LT. TO 14+40 LT. & 16+00 LT. TO 16+30 LT.	C-3
1-15069	230+27 S.F. ACCESS ONLY	230+27 S.F.

OWNERSHIPS

PT. AC.	316,256 S.F.	21,665 S.F.	294,591 S.F.
R. TRUST	317,483 S.F. ACCESS ONLY	31,483 S.F.	
NAME	TOTAL AREA	R/W	LT. REMAINDER RT. EASHT

CURVE DATA

P.T. STATION	DELTA	RADIUS	TANGENT	LENGTH
LS 382+80.82	03°25'00"	2000'	59.65'	119.26'
HS 11+87.36	86°15'41"	200'	187.36'	301.11'
A2 16+62.90	20°11'26"	1000'	178.04'	352.23'

PERCEPTRAN AND BICYCLE TRAFFIC WILL BE PERMITTED ACCESS AND USE OF THE TRAIL DESIGNATED BETWEEN WM 16+00 LT. AND WM 17+30 LT. ACCESS TO THE TRAIL WILL BE PERMITTED ONLY AT WM 8+09 LT.

THIS SHEET SUPERSEDES SHEET 2 (PART) OF 3, SR 99, FIRST AVE. SOUTH BRIDGE AND APPROACHES, APPROVED AUGUST 18, 1953.

THIS SHEET SUPERSEDES SHEET 3 (PART) OF 3, SR 99, SOUTH 118TH ST. TO JCT. S.S.H. NO. 1-K, PLAN SHOWING ACCESS, APPROVED DEC. 18, 1956.

THIS SHEET SUPERSEDES SR 99, SOUTH 118TH ST. TO JCT. S.S.H. NO. 1-K, SHEET 6 (PART) OF 7 SHEETS, APPROVED MARCH 12, 1957 AND SHEET 7 (PART) OF 7 SHEETS APPROVED JULY 23, 1957.

TYPE C APPROACH IS AN OFF AND ON APPROACH IN LEGAL HAMMER, FOR SPECIAL PURPOSE AND WIDTH TO BE AGREED UPON. IT MAY BE SPECIFIED AT A POINT SATISFACTORY TO THE STATE AT OR BETWEEN DESIGNATED HIGHWAY STATIONS.

NO. 3. THIS APPROACH MAY BE USED FOR ANY PURPOSE CONSISTENT WITH LOCAL ZONING. THE WIDTH IS TO BE DETERMINED BY WDOT STANDARDS FOR THE TYPE OF USE INVOLVED.

SECTION CORNER FOUND CONC. MON. IN CASE

LEGEND

ACCESS TO BE PROHIBITED SHOWN THIS

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

SCALE IN FEET

RIGHT OF WAY AND LIMITED ACCESS PLAN FULL CONTROL

STATION WM 10+00 TO STATION WM 14+00

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION OLYMPIA, WASHINGTON

APPROVED JANUARY 7, 1994

SHEET 2 OF 11 SHEETS

01/06/94

PLANS/ASST/PERMISH-DNR

HST

EXHIBIT A

TR 01-13306

IC 1-17-10124

City of Seattle

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SW ¼ SECTION 29, T 24N, R 4E, W.M.

LEGEND

- TEMPORARY CONSTRUCTION EASEMENT
- LEASE WSDOT RIGHT OF WAY
- RIGHT OF WAY LINE
- PROPERTY LINE
- 200 FT SEATTLE SHORELINE DISTRICT OFFSET
- CHAINLINK FENCE
- LIMITED ACCESS

Leased Premises

Leased Premises

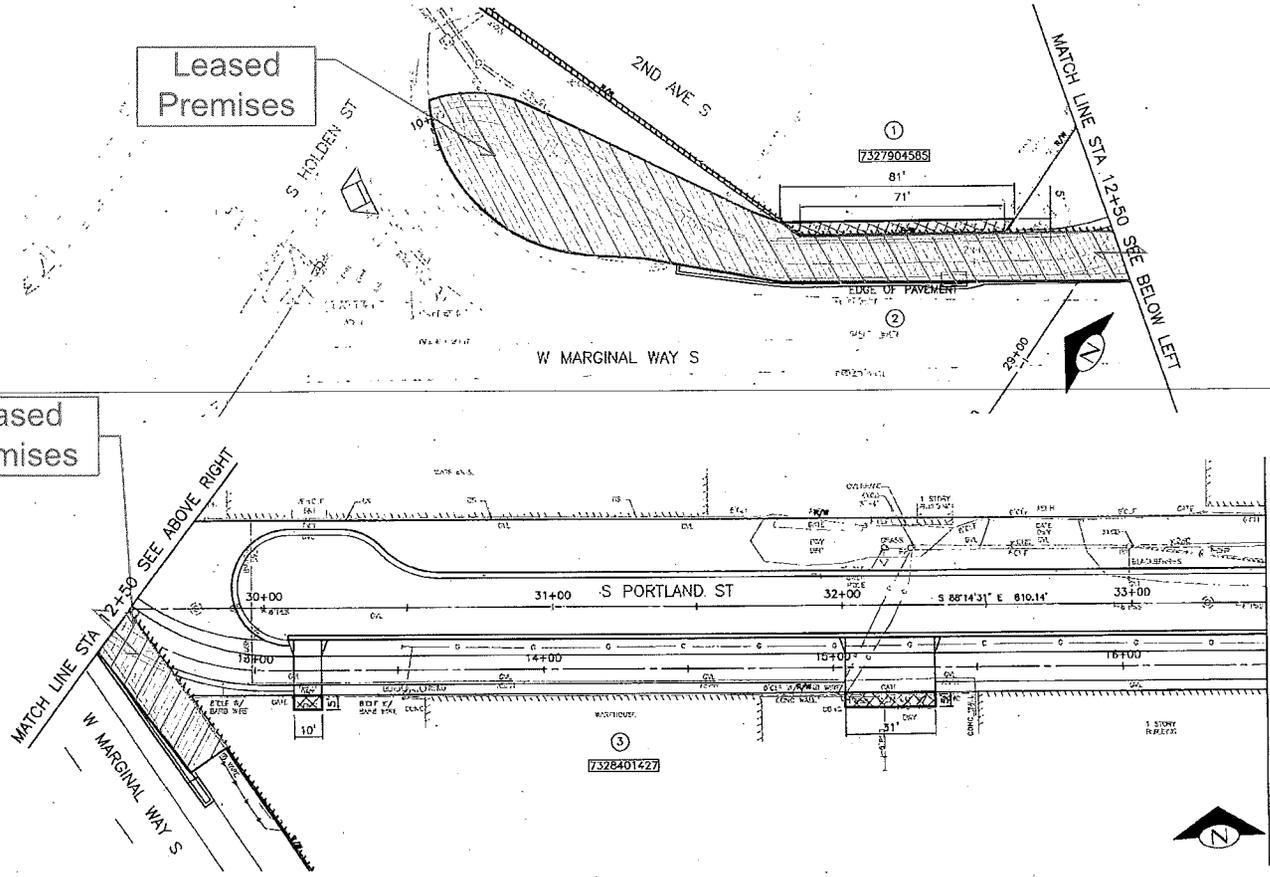
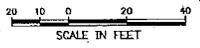


EXHIBIT B
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IC 1-17-10124
City of Seattle
Page 1 of 4 Pages

NO.	PARCEL (PARCEL NO.)	PARCEL ADDRESS	OWNERSHIP (TAXPAYER)	OWNERSHIP TOTAL AREA (SF)	TEMPORARY CONSTRUCTION EASEMENT (SF)	LEASE AREA (SF)	REMAINDER AREA (SF)
①	7327904585	7700 2ND AVE S, 98108	GINTER GARY L	55195	380.0	N/A	55195
②	N/A	N/A	WSDOT	N/A	N/A	6854	N/A
③	7328401427	230 S CHICAGO ST, 98108	MC GEE PROPERTIES INC	39000	205.0	N/A	39000



RW1
RIGHT OF WAY

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MARCH 2013

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DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES
SEATTLE, WASHINGTON 20

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CHECKED BY: _____
DATE: _____

INITIALS AND DATE
REVIEWED: _____
SOFT: _____
RECEIVED AS BUILT: _____



City of Seattle
Seattle Department of Transportation

ORDINANCE NO. _____ APPROVED: _____
FUND: _____
SCALE: H. 1"=20', V. 1"=10' INSPECTOR'S BOOK: _____

WEST DUWAMISH TRAIL

PC	TS4799A
R/W	TS4799C
CD	774-988
SHEET	5 OF 39

TREE SCHEDULE

#	KEY	NAME	SIZE/CONDITION
14		ACER NIGRUM GREEN COLUMN MAPLE	2" - 2.5" CALIPER

LANDSCAPE CONSTRUCTION NOTES:

TREES IN PLANTING STRIPS:
 THE CONTRACTOR SHALL FIELD STAKE TREE LOCATIONS FOR APPROVAL BY THE ENGINEER A MINIMUM OF 3 WORKING DAYS PRIOR TO INSTALLATION.
 TREES SHALL BE INSTALLED PRIOR TO LAYOUT OF ALL OTHER PLANTS.

PLANTING LEGEND

- HYPERICUM CALYCYNUM
1 GALLON
18" ON CENTER
- BARK MULCH
3" DEPTH

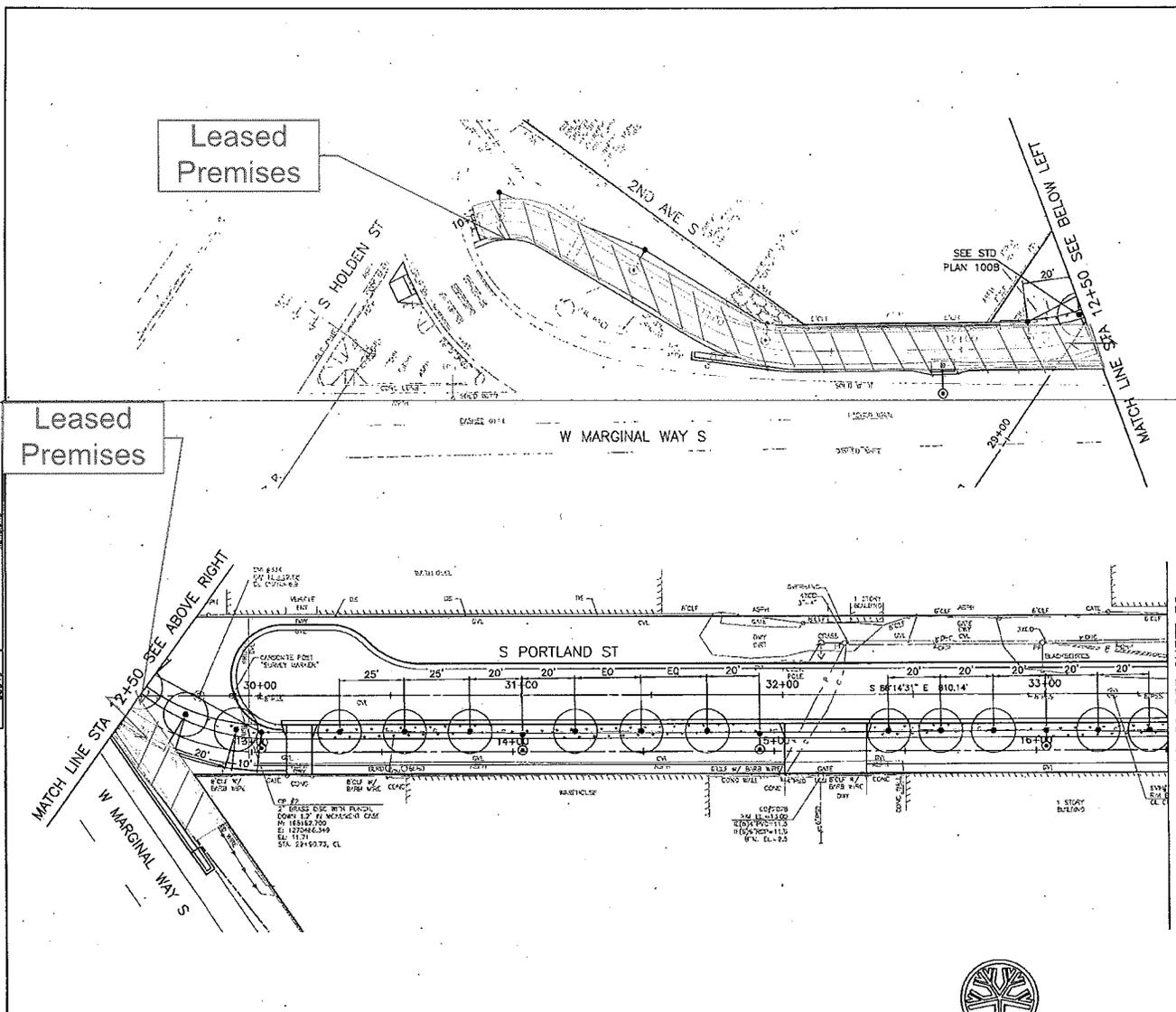
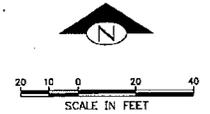


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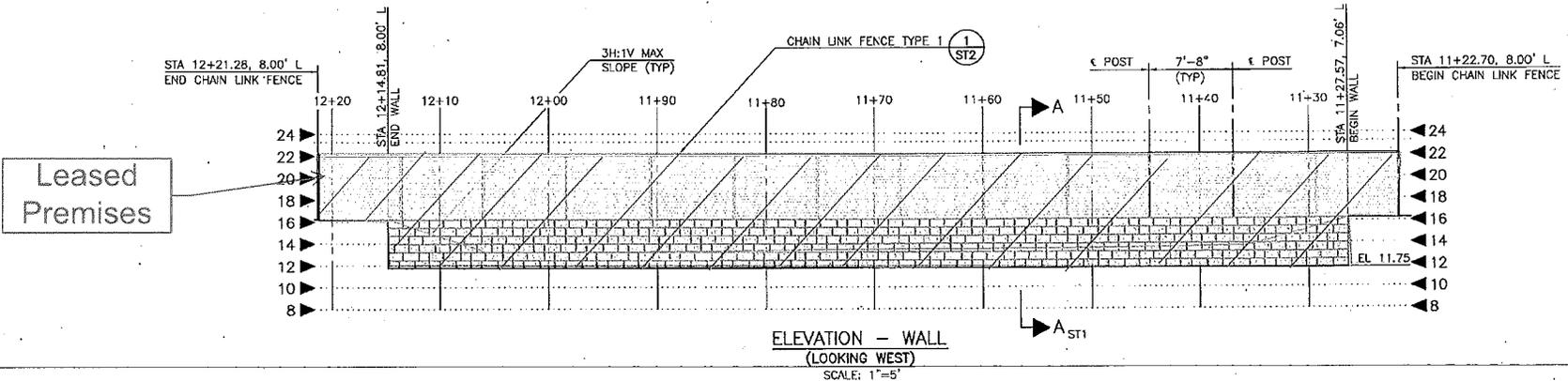
SHANE E. DUNWALD
 CERTIFICATE NO. 473

City of Seattle
Seattle Department of Transportation

ORDINANCE NO. _____ APPROVED _____
 PLUMB _____
 SCALE: H. 1"=20', V. 1"=10' INSPECTOR'S BOOK _____

WEST DUWAMISH TRAIL

PC	TS4799A
R/W	
CO	TS4799C
VALLEY PLAN NO.	774-988
SHEET	35 OF 39



STRUCTURAL NOTES:
UNLESS OTHERWISE NOTED ON THE DRAWINGS:

- DESIGN CRITERIA:**
- LIVE LOAD: 250 PSF
 - BEARING PRESSURE: MAXIMUM ALLOWABLE BEARING PRESSURE = 1500 PSF
 - MINIMUM FACTOR OF SAFETY (FOS):
 - OVERTURNING = 2.00
 - SLIDING = 1.50
 - BEARING = 3.00

Leased Premises

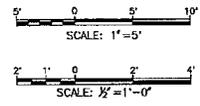
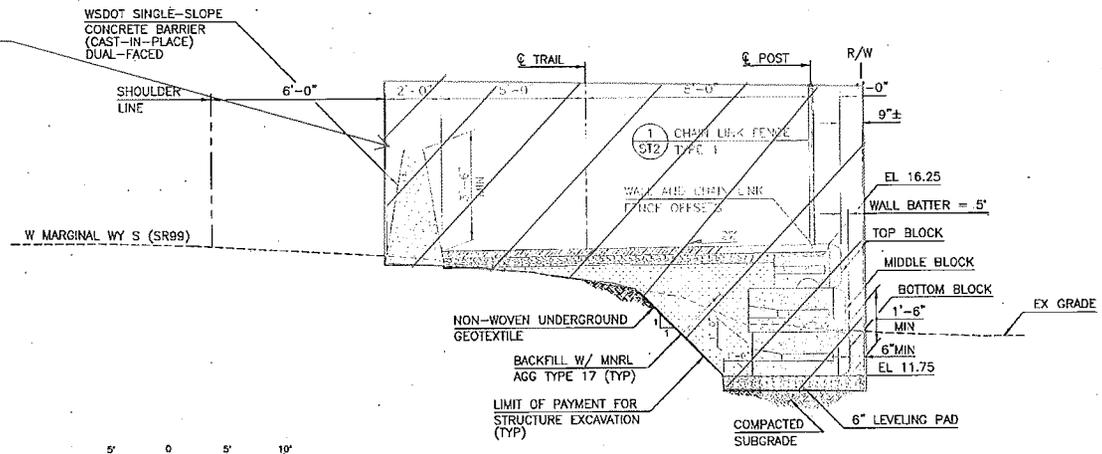


EXHIBIT B
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City of Seattle
Page 3 of 4 Pages

CALL 2 WORKING DAYS
BEFORE YOU DIG
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CHECKED: VM	REVISED AS BUILT

ALL WORK DONE IN ACCORDANCE WITH THE CITY OF SEATTLE STANDARD PLANS AND SPECIFICATIONS AND OTHER REQUIREMENTS CALLED FOR BY SECTION 0202 OF THE PROJECT MANUAL.



City of Seattle
Seattle Department of Transportation
ORDINANCE NO. _____ APPROVED _____
FUND: _____ INSPECTOR'S BOOK: _____

ST1

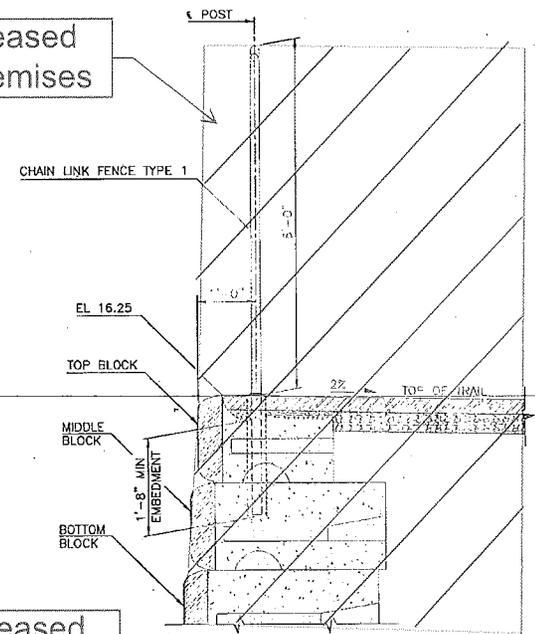
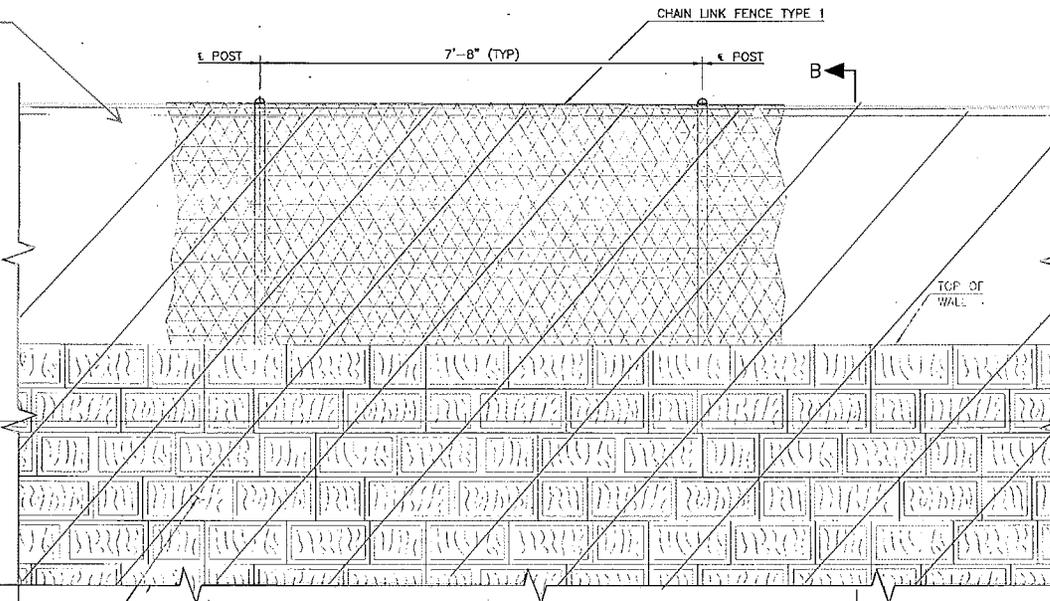
WALL ELEVATION & SECTION A-A

S	PC	TS4799A
R/W	CD	TS4799C
WALL PLAN NO.		774-98
SHEET 3B		OF 39

Leased Premises

Leased Premises

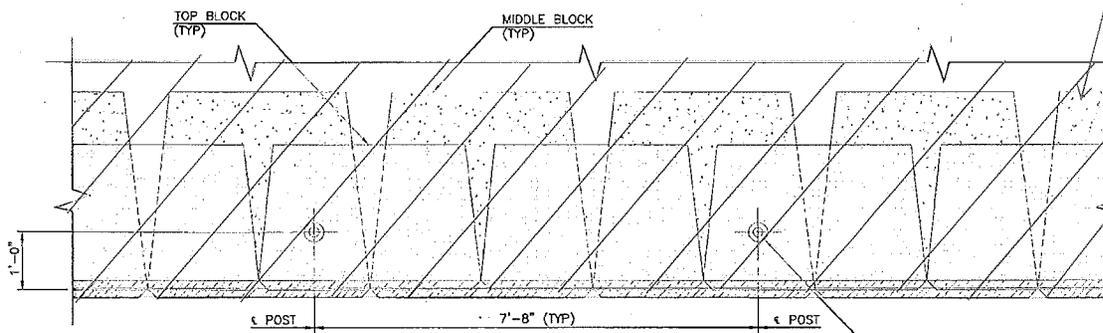
Leased Premises



SEGMENTAL RETAINING WALL
W/ 5° BATTER ANGLE

ELEVATION - CHAIN LINK FENCE 1 VAR
NTS

SECTION B-B St2
SCALE 1"=1'-0"



PLAN - CHAIN LINK FENCE
SCALE 1"=1'-0"

CORE DRILL 4"X1'-8"
DEEP HOLE FOR FENCE
POST (SEE NOTE 1)
(TYP)

NOTES:

- AFTER THE WALL INSTALLED, CORE DRILL 4"X1'-8" DEEP (MEASURED FROM TOP OF TOP BLOCK) HOLE FOR FENCE POST AS SHOWN. FILL IN THE HOLE WITH NON-SHRINK GROUT AFTER THE FENCE POST IS SET AND MOUND AT THE TOP FOR DRAINAGE.
- FOR THE FENCE POST EMBEDDING IN THE GROUND, SEE STANDARD PLAN NO. 450.

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City of Seattle
Page 4 of 4 Pages

ST2

CHAIN LINK FENCE DETAILS

CALL 2 WORKING DAYS
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City of Seattle
Seattle Department of Transportation
ORDINANCE NO. _____ APPROVED _____
FILED _____

WEST DUWAMISH TRAIL

PC	TS4799A
R/W	
CO	TS4799C
VAULT PLAN NO. 774-08	
SHEET 39 OF 39	

FISCAL NOTE FOR CAPITAL PROJECTS ONLY

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Department of Transportation	Larry Huggins/684-5001	Christie Parker/4-5211

Legislation Title:

AN ORDINANCE relating to the West Duwamish Trail project; and authorizing the Director of Transportation to sign a lease with the Washington State Department of Transportation for City construction, operation, and maintenance of a portion of the West Duwamish Trail on State property.

Summary and background of the Legislation:

This legislation authorizes the City of Seattle to enter into a trail lease agreement with the State of Washington for the City's construction, operation, and maintenance of the portion of the West Duwamish Trail (the "Trail") on State property in connection with the West Duwamish Trail project (the "Project").

The 2008 Parks and Green Spaces Levy allocated \$2 million dollars for the extension of the existing Duwamish Bicycle Trail, which starts in Seattle near the lighthouse on Alki Point, travels south on Alki Avenue Southwest to Harbor Avenue Southwest to Southwest Spokane Street South, goes east on Southwest Spokane Street to West Marginal Way (SR 99), and south on West Marginal Way terminating at 2nd Avenue South and South Holden Street. This trail has been in existence for some time.

This Project will construct a multi-purpose trail beginning from 2nd Avenue South and South Holden Street to 8th Avenue South. The Project extends the Duwamish Bicycle Trail from the terminus now at 2nd Avenue South and South Holden Street and will travel south on the east side of West Marginal Way to South Portland Street; it will also travel east from 2nd Avenue South to 8th Avenue South on South Portland Street as a separated trail. It will change to sharrows at the corner of South Portland and 8th Avenue South to South Chicago Street and connect to the existing sharrows on 8th Avenue South.

The goal of this Project is to create a linear park connection, including bicycle and trail improvements, along the Duwamish River, including the Riverside Park. The Trail will be designed, landscaped, and paved for multiple uses. The Trail will connect to the existing Duwamish Bicycle Trail with future connections planned for the Burke Gilman Trail and the Green River Trail.

Project Name:	Project I.D.:	Project Location:	Start Date:	End Date:
West Duwamish Trail	TC367130	TBD	Q1/2010	Q4/2017

Please check any of the following that apply:

This legislation creates, funds, or anticipates a new CIP Project.

This legislation does not have any financial implications.

This legislation has financial implications.

Appropriations:

Fund Name and Number	Department	Budget Control Level*	Existing 2013 Appropriation	New 2013 Appropriation (if any)	2014 Anticipated Appropriation
TOTAL					

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

Appropriations Notes: Appropriations to support this legislation were made in the Adopted 2014 Budget.

Spending Plan and Future Appropriations for Capital Projects:

Spending Plan and Budget	2013	2014	2015	2016	2017	2018	Total
Spending Plan							
Current Year Appropriation							
Future Appropriations							

Spending Plan and Budget Notes: The spending plan and future anticipated appropriations are in the Adopted 2014 Budget.

Funding Source:

Funding Source (Fund Name and Number, if applicable)	2013	2014	2015	2016	2017	2018	Total
TOTAL							

Funding Source Notes: Funding sources to support this legislation are in the Adopted 2014

Budget.

Bond Financing Required:

Type	Amount	Assumed Interest Rate	Term	Timing	Expected Annual Debt Service/Payment
N/A					
TOTAL					

Bond Notes:

Uses and Sources for Operation and Maintenance Costs for the Project:

O&M	2013	2014	2015	2016	2017	2018	Total
Uses							
Start Up	0	0	0	0	0	0	0
On-going	\$1,500	\$1,500	\$1,500	\$1,500	\$1,600	\$1,700	\$9,300
Sources (itemize)							

Operation and Maintenance Notes: Costs will be supported within the existing trail maintenance budget.

Periodic Major Maintenance Costs for the Project:

(Estimate capital cost of performing periodic maintenance over life of facility. Please identify major work items, frequency.)

Major Maintenance Item	Frequency	Cost	Likely Funding Source
Asphalt Overlay	20 years	\$50K	Capital Funds
TOTAL			

Funding sources for replacement of project: n/a

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

Position Title and Department*	Position # for Existing Positions	Fund Name & #	PT/FT	2013 Positions	2013 FTE	2014 Positions **	2014 FTE **
n/a							
TOTAL							

* List each position separately

** 2014 positions and FTE are total 2014 position changes resulting from this legislation, not incremental

changes. Therefore, under 2014, please be sure to include any continuing positions from 2013.

Position Notes:

Do positions sunset in the future? No.

Other Implications:

- a) Does the legislation have indirect financial implications, or long-term implications?**

This legislation obligates the City to maintain the trail in good working order on WSDOT property. This would involve maintaining the paving and fencing.

- b) What is the financial cost of not implementing the legislation?**

If the legislation is not implemented, it would force SDOT to relocate the West Duwamish Trail to South Holden Street, which is a much less desirable alternative. This change presents the real potential of putting the City into conflict with land owners on an alternative route. The same potential conflict exists with the bicycle, pedestrian, and freight boards.

- c) Does this legislation affect any departments besides the originating department?**

It is not anticipated that the legislation will affect any other department.

- d) What are the possible alternatives to the legislation that could achieve the same or similar objectives?**

The alternative would be to relocate the trail to South Holden Street, which is much less desirable due to conflicts with landowners.

- e) Is a public hearing required for this legislation?**

No.

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

No.

- g) Does this legislation affect a piece of property?**

No.

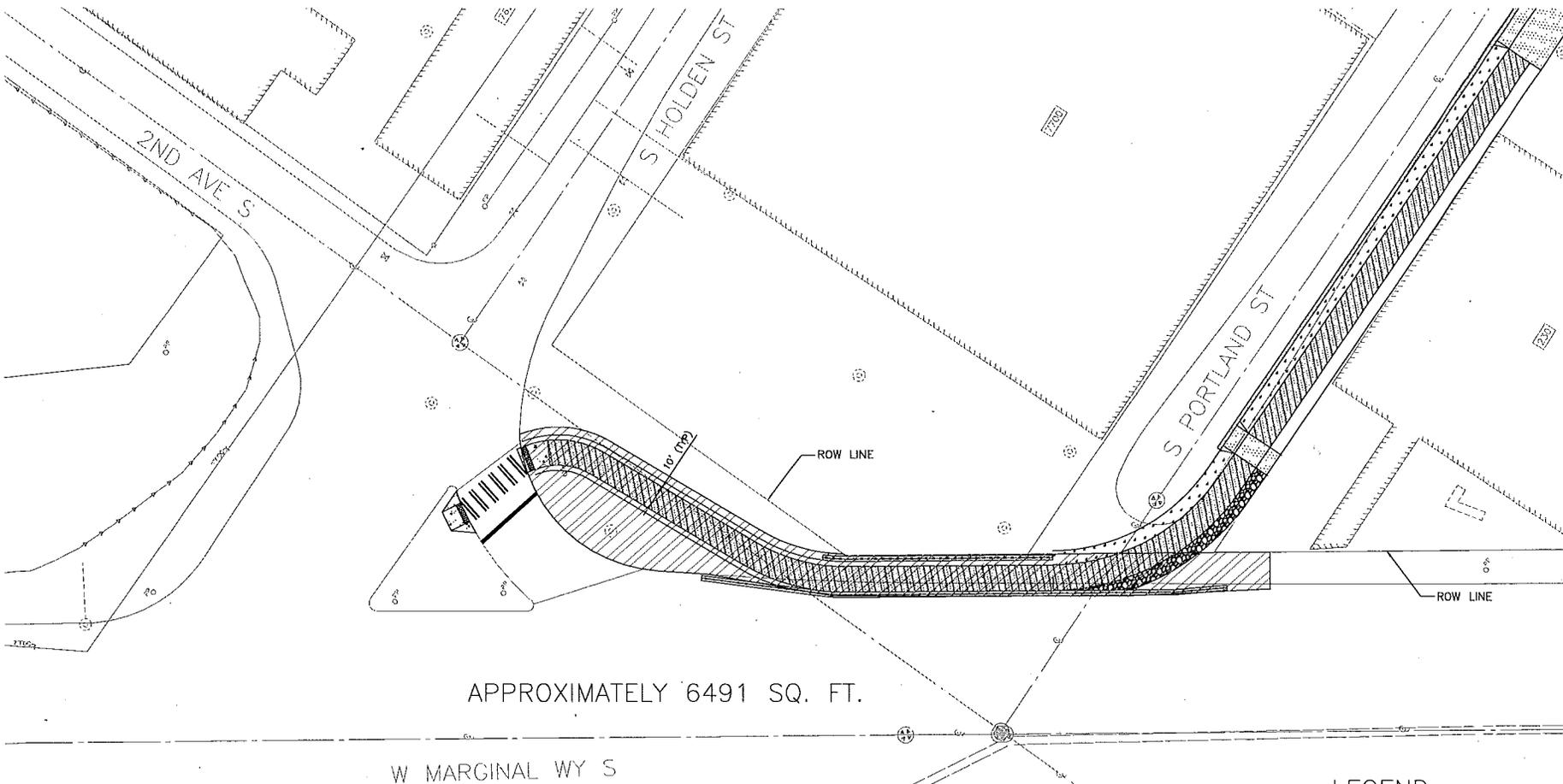
- h) Other Issues:**

List attachments to the fiscal note below:

Attachment A: WSDOT ROW Exhibit – Lease Area

Attachment B: Project Area Map

Attachment C: Vicinity Map

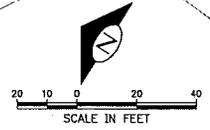


APPROXIMATELY 6491 SQ. FT.

W MARGINAL WY S

LEGEND

LEASE AREA 



WSDOT ROW EXHIBIT

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SEATTLE, WASHINGTON 20

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	REVISED AS BUILT:

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SEATTLE STANDARD PLANS AND SPECIFICATIONS AND OTHER DOCUMENTS CALLED FOR IN SECTION 0-20.5 OF THE PROJECT MANUAL.

City of Seattle
Seattle Department of Transportation

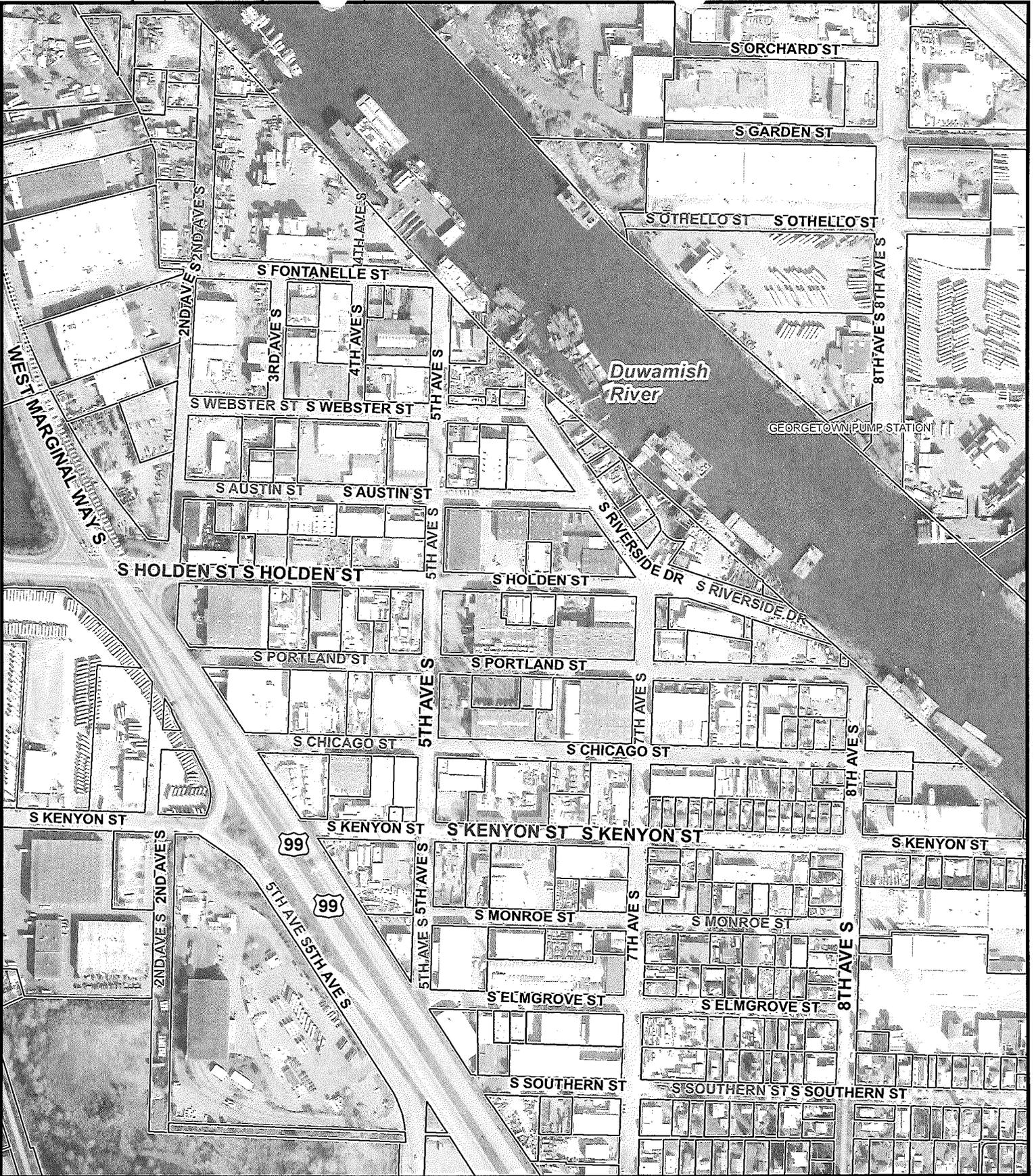
ORDINANCE NO. APPROVED:

FUND:

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WEST DUWAMISH TRAIL

PC	PC
R/W	R/W
CD	CD
VAULT PLAN NO.	
SHEET 1 OF 1	



West Duwamish Trail Project Area



Feet

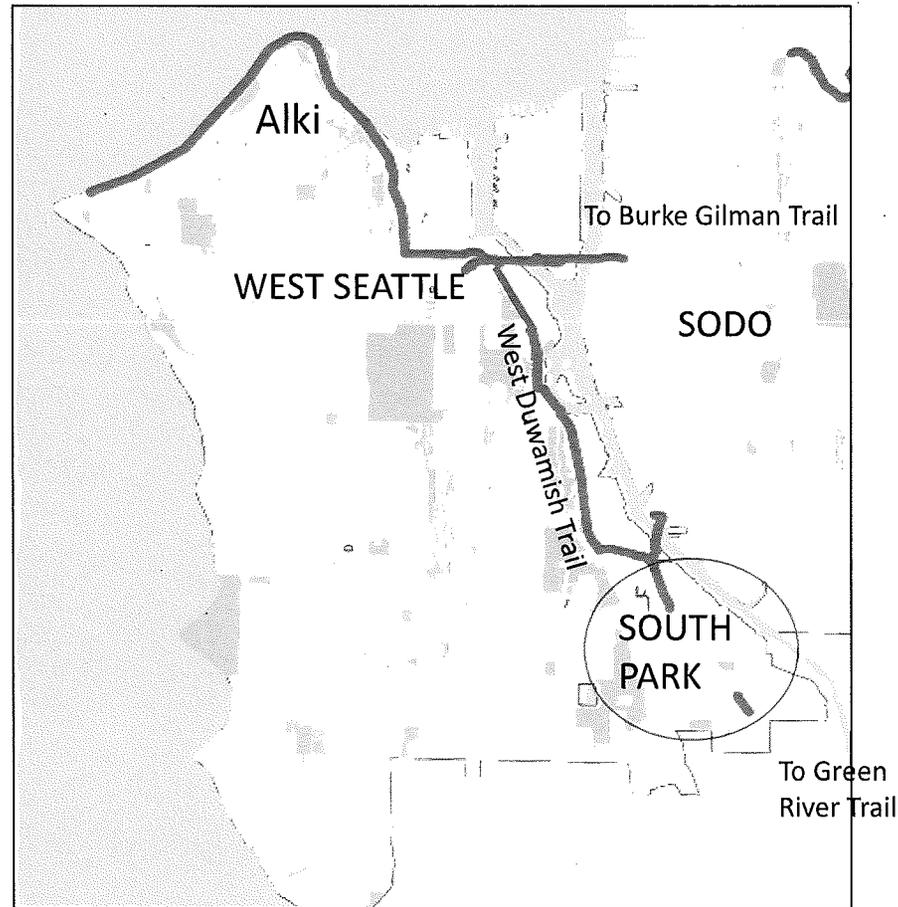
400

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 Coordinate System: State Plane, NAD83-91, Washington North Zone | Vertical Datum: North American Vertical datum of 1988 (NAVD88)
 Produced by the Seattle Public Utilities - IT GIS

See map legend on separate page.

West Duwamish Trail

The project will be an extension of the existing trail, future connections to Burke Gilman and Green River Trail





City of Seattle
Edward B. Murray
Mayor

February 18, 2014

Honorable Tim Burgess
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Burgess:

I am pleased to transmit the attached proposed Council Bill authorizing the City of Seattle to enter into a trail lease agreement with the Washington State Department of Transportation (the "State") in connection with the West Duwamish Trail. Pursuant to the lease, the City will construct, operate, and maintain the trail segment on State property.

The goal of this project is to create a linear park connection along the Duwamish River, including the Riverside Park. The trail will be designed, landscaped, and paved for multiple uses. The trail will connect to the existing Duwamish Bicycle Trail with future connections planned for the Burke Gilman Trail and the Green River Trail.

The West Duwamish Trail provides an amenity for residents, workers, and visitors in the South Park neighborhood; it also preserves and maintains truck accesses to adjacent businesses. Thank you for your consideration of this legislation. Should you have questions, please contact Larry Huggins at (206) 684-5001.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward B. Murray", written over a large, light-colored oval shape.

Edward B. Murray
Mayor of Seattle

cc: Honorable Members of the Seattle City Council