

HH46

Ordinance No. 101714

AN ORDINANCE authorizing an agreement with the Municipality of Metropolitan Seattle, providing for the transfer of public transportation authority within the City and for the disposition of certain City public transportation properties to the Municipality, authorizing certain support services and preserving certain City employees' benefits in connection therewith.

12:13:72 pass.

COMPTROLLER
FILE NUMBER CF 274456

Council Bill No. 93384

INTRODUCED: <u>DEC 11 1972</u>	BY: <u>Finance</u>
REFERRED: <u>DEC 11 1972</u>	TO: TRANSPORTATION <u>Finance</u>
REFERRED:	
REFERRED:	
REPORTED: <u>DEC 18 1972</u>	SECOND READING: <u>DEC 18 1972</u>
THIRD READING: <u>DEC 18 1972</u>	SIGNED: <u>DEC 18 1972</u>
PRESENTED TO MAYOR: <u>DEC 19 1972</u>	APPROVED: <u>DEC 21 1972</u>
RETD. TO CITY CLERK: <u>DEC 21 1972</u>	PUBLISHED:
VETOED BY MAYOR:	VETO PUBLISHED:
PASSED OVER VETO:	VETO SUSTAINED:

CSS 8.1.97

RESTAPLE FROM OTHER SIDE

Unanimous Vote
YES..... NO.....

See Back Cover

THIS IS ORIGINAL - PLEASE HANDLE CAREFULLY!

CF 274853 - Transfer Agreement
City of Seattle - Metro

THIS IS ORIGINAL - PLEASE HANDLE CAREFULLY

Unanimous Vote
YES NO

RESTABLE FROM OTHER SIDE

- ORD. 102051, AUTH. THE RETENTION OF APPREISERS FOR THE PURPOSE OF EVALUATING PROPERTIES TO BE TRANSFERRED TO OR USED BY THE MUN. OF METRO. SEATTLE; MAKING A REIMB. APPROP. AND DECLARING THE EMERGENCY THEREFOR.
- ORD. 102094, AUTH AN AMENDMENT TO THE "TRANSIT TRANSFER AGREEMENT" WITH METRO PROVIDING FOR THE TRANSFER OF TITLE TO PERMANENT CITY PROPERTIES TO THE MUNICIPALITY W/O THE APPROVAL OF THE FEDERAL URBAN MASS TRANSPORTATION ADMIN. AS CONTEMPLATED BY SEC. 7(B) OF SAID AGREEMENT.
- ORD. 102095, MAKING AN ELECTION TO OFFSET THE AMT. OF CERTAIN CITY LIABILITIES AGAINST THE TOTAL AMT. OF PURCHASE PRICE TO BE PAID TO THE CITY BY METRO FOR PERMANENT CITY PROPERTIES PURSUANT TO THE TRANSIT TRANSFER AGREEMENT BETWEEN THE CITY AND METRO.
- ORD 102207, PROVIDES FOR PAYMENT TO METRO IN CONSIDERATION OF ITS SPECIAL ELDERLY FARE POLICY; & MAKING 70,000 APPROP THEREFOR.
- RES 24292 MAKING CERTAIN APTMT'S FOR REPRESENTATION BY THE CITY OF SEATTLE TO METRO IN ACCORDANCE WITH THE TRANSIT TRANSFER AGREEMENT.

ATL:kin
12/11/72

ORDINANCE 201714

AN ORDINANCE authorizing an agreement with the Municipality of Metropolitan Seattle, providing for the transfer of public transportation authority within the City and for the disposition of certain City public transportation properties to the Municipality, authorizing certain support services and preserving certain City employees' benefits in connection therewith.

WHEREAS, on September 19, 1972, qualified voters of the Municipality of Metropolitan Seattle approved a proposition authorizing adoption of a comprehensive plan for consolidated public transportation service and performance of the function of metropolitan public transportation; and

WHEREAS, pursuant to the authority of Ch. 35.58 RCW, the Municipality and the City desire to enter into an agreement providing that the Municipality assume performance of the function of public transportation within the City and that it acquire certain rights with respect to facilities of the City's public transportation system; Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That the Mayor and City Comptroller are hereby authorized to execute and deliver for and on behalf of The City of Seattle in such numbers as may be necessary an agreement dated as of December 1, 1972 substantially in the form contained in C.F. 274456 entitled "Transit Transfer Agreement - The City of Seattle - Municipality of Metropolitan Seattle" with the Municipality of Metropolitan Seattle, hereinafter referred to as the "Municipality," providing for the transfer of the public transportation authority within the City to the Municipality as of January 1, 1973; for the transfer or use of certain City public transportation system properties at a cost to be determined by appraisal procedure; for the maintenance of certain fares and services within the City by the Municipality; for the application of payments received by the City therefor for transportation improvements; for certain support and other services to be rendered by the parties; transferring City transit employees to the Municipality and preserving certain of their rights as contemplated by Ch. 35.58 RCW and making available existing City insurance and medical plan coverage for such employees, all as recommended by the Mayor in said C.F.

(To be used for all Ordinances except Emergency.)

Section 2. That any ordinance, including Ordinance 100089, to the extent inconsistent with the provisions of this ordinance and of the agreement authorized herein is hereby superseded.

Section 3. That execution, delivery and performance of said agreement, execution and performance of service agreements thereunder by appropriate City officers, and any other act pursuant to the authority and prior to the effective date of this ordinance are hereby ratified and confirmed.

Section 4. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 18 day of December, 1972
and signed by me in open session in authentication of its passage this 18 day of December, 1972

[Signature]
President of the City Council.

Approved by me this 21 day of December, 1972
[Signature]
Mayor.

Filed by me this 21 day of December, 1972

Attest: [Signature]
City Comptroller and City Clerk.

(SEAL)

Published _____
By [Signature]
Deputy Clerk.

The City of Seattle--Legislative Department

MR. PRESIDENT:

Date Reported
and Adopted

FINANCE and TRANSPORTATION

DEC 18 1972

Your Committee on
to which was referred C.B. 93384,

Authorizing an agreement with the Municipality of Metropolitan Seattle, providing for the transfer of public transportation authority within the City and for the disposition of certain City public transportation properties to the Municipality, authorizing certain support services and preserving certain City employees' benefits in connection therewith,

RECOMMEND THAT THE SAME DO PASS.

George E. Cooley FIN.
Chairman

Jim Hill TRANS.
Chairman

Committee

Committee

Affidavit of Publication

STATE OF WASHINGTON,
KING COUNTY—SS.

ORDINANCE 101714
AN ORDINANCE authorizing an agreement with the Municipality of Metropolitan Seattle, providing for the transfer of public transportation authority within the City and for the disposition of certain City public transportation properties to the Municipality, authorizing certain support services and preserving certain City employees' benefits in connection therewith.

WHEREAS, on September 19, 1972, qualified voters of the Municipality of Metropolitan Seattle approved a proposition authorizing adoption of a comprehensive plan for consolidation and performance of the function of metropolitan public transportation; and

WHEREAS, pursuant to the authority of Ch. 35.58 RCW, the Municipality and the City desire to enter into an agreement providing that the Municipality assume performance of the function of public transportation within the City and that it acquire certain rights with respect to facilities of the City's public transportation system; Now, therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That the Mayor and City Comptroller are hereby authorized to execute and deliver for and on behalf of the City of Seattle in such numbers as may be necessary an agreement dated as of December 1, 1972, substantially in the form contained in C. F. 274456 entitled "Transfer Agreement—The City of Seattle—Municipality of Metropolitan Seattle" with the Municipality of Metropolitan Seattle, hereinafter referred to as the "Municipality," providing for the transfer of the public transportation authority within the City to the Municipality as of January 1, 1973; for the transfer or use of certain City public transportation system properties at a cost to be determined by appraisal procedure; for the maintenance of certain fares and services within the City by the Municipality; for the application of payments received by the City therefor for transportation improvements; for certain support and other services to be rendered by the parties transferring City transit employees to the Municipality and preserving certain of their rights as contemplated by Ch. 35.58 RCW and making available existing City insurance and medical plan coverage for such employees, all as recommended by the Mayor in said C. F.

Section 2. That any ordinance, including Ordinance 10098, to the extent inconsistent with the provisions of this ordinance and of the agreement authorized herein is hereby superseded.

Section 3. That execution, delivery and performance of said agreement, execution and performance of service agreements thereunder by appropriate City officers, and any other act pursuant to the authority and prior to the effective date of this ordinance are hereby ratified and confirmed.

Section 4. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 18th day of December, 1972, and signed by me in open session in authentication of its passage this 18th day of December, 1972.

LIEM E. TUAI,
President of the City Council.

Approved by me this 21st day of December, 1972.

WES UHLMAN,
Mayor.

Filed by me this 21st day of December, 1972.

Attest: C. G. ERLANDSON,
City Comptroller and
City Clerk.

(Seal) By J. F. FENTON,
Deputy Clerk.

Publication ordered by C. G. ERLANDSON, Comptroller and City Clerk.

Date of Official Publication in the Daily Journal of Commerce

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below

stated period. The annexed notice, a.....

Ordinance No. 101714.....

was published on

December 23, 1972.....

M. E. Brown

Subscribed and sworn to before me on

December 23, 1972.....

E. C. ...
Notary Public for the State of Washington,
residing in Seattle.

(Note: RCW 4B.02.020 states—"It shall not be necessary for a notary public in certifying an oath to be used in any of the courts in this state, to append an impression of his official seal.")

TRANSIT TRANSFER AGREEMENT

CITY OF SEATTLE - MUNICIPALITY OF METROPOLITAN SEATTLE

As of the 1st day of December 1972, The City of Seattle, herein called the "City", and the Municipality of Metropolitan Seattle, herein called "Metro", acting under the authority of Chapter 35.58 RCW and pursuant to an election held on September 19, 1972, authorizing Metro to carry out a comprehensive public transportation plan including the acquisition and operation of the existing transit system of the City, DO HEREBY AGREE as follows:

1. Transfer of Transit Authority and Responsibility. Effective January 1, 1973, Metro shall have the right, responsibility and authority to operate public transportation service within the City of Seattle as provided in RCW 35.58.260. On and after such date, Metro shall perform the function of public transportation within the City as provided by law and this agreement, including, but not limited to, the power to adopt, amend and perform a comprehensive plan for consolidated public transportation service, to establish fares, routes, schedules and classes of service and to levy taxes for public transportation purposes; provided that, (a) during the initial two-year period of Metro operation ending December 31, 1974 the base fare for one-zone travel within the City shall be no higher than the City's present 25 cent base fare; and (b) during such initial period, the total noncharter transit bus and trolley revenue miles operated by Metro within the City shall not be less than the total noncharter transit bus and trolley revenue miles operated by the Seattle Department of Transportation during the calendar year 1972.

2. Mutual Consultation. The City and Metro will work together to develop transit service, to improve the transit-carrying capability of City Streets and to develop appropriate transit-supporting parking policies within the City as integral elements of the transportation and land-use planning goals for the City. Responsible

Metro transit staff personnel and such City representatives as may be designated by the Mayor and Council of the City shall consult with each other prior to either implementing or presenting to the respective legislative authorities any staff recommendation regarding new street improvements, traffic channelization changes, parking regulation changes or changes in the frequency of service or the location of transit routes within the City.

3. Supplemental Transit Service.

a) Metro shall continue to provide electric trolley service within the City substantially as presently operated by the City Department of Transportation or as same may hereafter be extended by mutual agreement upon the request of the Mayor and Council of the City. The City shall furnish the electricity requirements for such trolley service and Metro shall pay the cost of service rate which may be charged by the City Lighting Department for such class of service, provided that in partial consideration of Metro's covenant to continue to operate the existing electric-powered trolley service within the City and in order to encourage greater use of electric-powered vehicles by Metro and until the parties mutually agree otherwise, the City shall at its own expense own, operate, maintain, repair and replace such equipment and facilities as may be required to transform electrical energy to direct current and to deliver same at present points of delivery on the trolley system or at additional points of delivery as mutually designated.

b) Metro shall provide certain operation and maintenance services for the Seattle Center Monorail for and on behalf of the City and as requested by the City with the terms of such service, if requested, to be set forth in memorandum to be executed by the Director of Seattle Center and the Executive Director of Metro. The Monorail shall continue to be owned and controlled by the City and operated as an adjunct of Seattle Center. The City shall reimburse Metro for the actual

cost of operation and maintenance service performed by Metro and the City shall be responsible either for the cost of insurance coverage for, or the cost of, damage or injury claims arising from the ownership, operation and maintenance of the Monorail facilities. The City shall set fares and service schedules for Seattle Center Monorail service and all fares collected shall belong to the City. Before the present configuration of the Monorail may be changed or the Monorail extended, a new agreement between the City and Metro shall first be entered into. In any such agreement, Metro shall not be required to pay the City for the privilege of owning or using the existing Monorail facility if Metro agrees to operate and maintain same as a part of the Metropolitan Public Transportation System.

c) In addition to the annually-determined basic level of service to be provided and paid for by Metro within the City, Metro shall, at the request of the City legislative body furnish additional or supplemental local transit service within the City provided that the City shall pay the amount of any additional operating deficit resulting from such additional or supplemental service and shall, if necessary, provide capital improvement funding therefor.

d) For the two-year period ending December 31, 1974, the City shall pay to Metro \$70,000 per year on or before February 15th of each year as reimbursement for the additional operating deficit within the City resulting from the special elderly-fare policy adopted in Metro Resolution No. 1750 at the request of the City.

4. Transfer of Employees. Effective January 1, 1973, all persons who were employed by the City Transit System on December 31, 1972 shall be employed by Metro in equivalent capacities and at equivalent compensation rates in effect on December 31, 1972 as set forth by City ordinance. Metro shall conform with all existing labor contracts and all provisions therein relating to the City Transit System and shall comply with the requirements of RCW 35.58.390 and RCW 35.58.400 relating to pension, sick leave and vacation rights of any person employed by the

City Transit System on December 31, 1972. The City will continue to make available the existing insurance and medical plan coverage for employees of the City Transit System after they become Metro employees until such time as Metro plans reach a level of benefits equivalent to the benefits provided under the City plans and Metro shall reimburse the City for the employer's share of premium costs. Each City Transit employee shall elect to either continue to participate in the existing City Pension Plan with reimbursement by Metro to the City of the employer's contribution or to participate in the pension plan provided by Washington State for Metro. Without prejudice to their pension, insurance and medical plan rights, employees of the City Transit System will on January 1, 1973 become employees of Metro and will be covered by the Metro merit system in lieu of the City Civil Service System.

5. Interim Driver Training. Prior to January 1, 1973, the City, utilizing existing personnel, shall perform such driver training services as the Executive Director of Metro may request. Metro shall pay the direct-wage costs of any trainee driver but the City will provide instruction and pay instruction costs.

6. Special Support Services. The special transit support services described herein shall, and such other City services as Metro may request may, be furnished by the City to Metro as provided herein and the actual costs thereof shall be borne by Metro. Actual costs shall be billed to Metro within 90 days following the performance of the service and shall be paid by Metro within 35 days of receipt of billing. The details and terms governing the extent and the manner of performance of each service shall be set forth in a memorandum-agreement to be approved by the Executive Director of Metro and the respective City officer affected for such period of time as may be fixed in such memorandum provided that same shall be terminable upon 180 days' prior notice by either party. If any of such approvals shall not be secured, Metro shall provide the particular service with its own personnel and facilities.

a) Payroll Warrant Issuance. The City shall perform transit-employee payroll, insurance and medical plan record-keeping and premium-payment services as Metro may request including the signing and issuance of payroll warrants, and Metro will reimburse the City by a single voucher within 35 days following receipt of a schedule of such warrants issued and payments made by the City. The details and terms of this service shall be set forth in memorandum to be approved by the Comptroller and Treasurer of the City and the Executive Director of Metro. On or before January 10, 1972, Metro shall advance to the City sufficient funds to cover the expenditures anticipated to be processed by the City in the month of January pursuant to this paragraph a). Thereafter, Metro shall continue to provide sufficient funds either by payment of billings from the City or by additional advances to provide the City with the cash required to meet such expenditures prior to the time when checks therefor are issued by the City in the ordinary course of business.

b) Claims Adjustment and Litigation. The City Corporation Counsel shall perform adjustment and litigation services on behalf of and at the request of Metro for claims arising out of the operation of public transportation vehicles and facilities by Metro after January 1, 1973, and whether such claims shall occur within or without the boundaries of the City and within or without the boundaries of Metro. Metro will reimburse the City for actual costs of such service and shall pay judgments entered or claims which have been duly approved for payment by Metro.

c) Purchasing. Until directed otherwise by either the City or Metro, the City purchasing agent shall continue to perform purchasing for Metro in accordance with the existing practice between the City and Metro and subject to such terms as the purchasing agent may generally apply to purchases for others.

d) Engineering and Technical. The City shall perform such engineering

and technical services as Metro may request relating to transit operations within the City. The details of this service shall be set forth in memoranda to be approved by the Executive Director of Metro and by the Board of Public Works of the City as represented by the City Engineer, or by the City Director of Community Development or other authorized department head.

7. Transfer and Use of Properties. On January 1, 1973, Metro shall have the right to use all operating properties of the City Transit System as provided in this agreement.

a) Temporary Properties. Properties to be temporarily used by Metro are described on Exhibit "A" and shall be used until alternate equivalent facilities to replace same have been secured by Metro but no longer than December 31, 1976. Metro shall use its best efforts to secure replacement facilities as soon as practicable.

b) Permanent Properties. Properties to be permanently used by Metro are described on Exhibit "B". Title to such properties will pass from the City to Metro on May 1, 1973 subject to approval by the Federal Urban Mass Transportation Administration of an application by Metro for a federal grant.

c) Appraisal of City Properties. Each item of City property to be used or acquired by Metro shall be appraised by two appraisers, one to be appointed by Metro and one to be appointed by the City. If the two appraisers cannot by utilization of their individual appraisals and within the range thereof agree upon a fair market value, they shall appoint a third appraiser, who after himself appraising the property, shall act as a review appraiser and in such latter capacity determine a fair market value which shall be binding on both Metro and the City, provided that as to any real property which shall be eligible for a grant from the Federal Urban Mass Transportation Administration, such value shall be subject to approval by the Administrator. Each party shall pay its own appraiser and the cost of a

third appraiser, if any, shall be shared equally.

The appraisers shall be instructed to value permanent real properties at their fair market value based upon their highest and best use. As to permanent properties other than real property, the appraisers shall be instructed to give consideration to the reproduction cost of equivalent facilities less depreciation. The appraisers shall be instructed not to include the appraisal value of the City Transit System any cash on hand or any intangible values or the proportion of any physical property value attributable to a federal or state grant received by the City. The appraisers shall be instructed to determine as to temporary real properties a current annual rental based upon present use.

The appraisers appointed to appraise City real property shall be members of the American Institute of Real Estate Appraisers and their appraisal reports shall bear the sworn attestation of the appraiser that the appraisal has been made in accordance with the rules of professional ethics of the American Institute of Real Estate Appraisers.

d) Payment for City Properties.

1) For the use of all temporary property during the period ending December 31, 1976, Metro shall pay the City a current market rental based upon present use and determined by applicable appraisal procedures in accordance with paragraph 7 (c). Thereafter, a new lease may be entered into between the parties on mutually agreeable terms. Annual rental shall be paid within thirty-five (35) days following the end of each calendar year for the preceding calendar year's use.

2) For all permanent properties, Metro shall pay the City the appraised value thereof determined in accordance with paragraph 7 (c) above and payments shall be made in accordance with the following schedule. In the event any installment shall not be paid when due, interest shall be charged at 5% per annum on such delinquent installment from and after the due date.

<u>Date of Payment</u>	<u>Percent of Total Amount</u>
July, 1974	20%
July, 1975	20%
July, 1976	20%
July, 1977	20%
July, 1978	20%

e) Application of Payments Received by the City. In recognition of the fact that the City equity in its existing transit-system properties was produced primarily from the fares paid by transit riders, the parties agree that all payments received by the City for permanent properties conveyed to Metro shall be applied by the City legislative body upon the approval of Metro for any of the following purposes: 1) to pay for public transportation capital facilities for use within the City which are compatible with and shall be a part of the Metropolitan Public Transportation System; or 2) to the extent, only, that the acquisition, construction, reconstruction, repair or replacement of any public improvement or portion thereof within the City of Seattle enhances the capability of the Metropolitan Public Transportation System (as distinguished from motor vehicles generally) to perform public transportation service more efficiently, to pay the proportionate public transportation share of the cost of the acquisition, construction, reconstruction, repair or replacement of such public improvement or the pertinent components thereof. For facilities described in clause 1) above, the construction or acquisition shall be performed by Metro, the facilities so constructed or acquired shall be owned, operated and maintained by Metro and applications for matching federal or state grants therefor shall be prepared by Metro. The local share of the cost of construction or acquisition including progress payments, shall be paid by the City to Metro within 35 days of receipt of billing therefor. In recognition of the fact that no Metro funds will have been spent for such facilities, no depreciation shall be taken by Metro on such facilities for the purpose of determining the operating expenses of the Metropolitan Public Transportation System.

8. Liabilities and Claims. All liabilities and claims of the City arising

on or before December 31, 1972, out of the ownership and operation of the Seattle Transit System shall be the sole responsibility of the City. All liabilities and claims arising on or after January 1, 1973 out of the ownership and operation of the Metropolitan Public Transportation System by Metro shall be the sole responsibility of Metro.

Upon written notification prior to May 1, 1973, the City legislative body may elect to offset against the total amount of purchase price to be paid by Metro for permanent City properties the amount of any City liabilities accrued as of December 31, 1972 for accumulated unpaid overtime of transit employees, outstanding unredeemed transit tokens and tickets, accrued but untaken transit employee vacation and sick leaves, and the unfunded amount of past service pension obligations of the City for retired City Transit employees.

9. Outstanding Contracts. Metro shall perform on behalf of the City any contract made prior to January 1, 1973 by the City in the course of operation of the City Transit System until termination thereof or renegotiation thereof by Metro, and any amounts receivable or payable on account of performance of such contract after January 1, 1973 shall be received or transferred to or paid by Metro. Such contracts shall include but not be limited to the collective bargaining agreements with affected employee unions, contracts for school service, advertising contracts, charter contracts and federal grant agreements. The City shall cooperate in securing assignments and consents to assignments of such contracts wherever necessary.

10. Fare Division. All fares and revenues collected as a result of the operation of the City Transit System before January 1, 1973 shall belong to the City. All fares and revenues collected as a result of the operation of the Metropolitan Public Transportation System on and after January 1, 1973 shall belong to Metro.

11. City Regulatory Ordinances. In the operation of transit service within the City, Metro shall comply with all lawful ordinances of the City relating to construction,

installation and maintenance of similar facilities in public rights of way.

12. Definitions. The following terms used in this agreement shall have the following meanings:

a) The term "actual cost" shall mean and include actual direct wages and salaries paid for labor performed plus an overhead charge equal to 49% thereof, actual cost of materials used plus a materials-handling charge equal to 20% thereof, rental for equipment used at the same rental rates charged to City utilities and other City departments by the City, and costs paid for the retention of expert and consultant services which shall have received the prior approval of the party being charged for same. The percentage-charges to be added to the costs of labor and materials may be revised annually beginning January 1, 1974 to conform to percentage-charges established by Metro and the City.

b) The term "Metropolitan Public Transportation System" shall mean all public transportation facilities owned or operated by Metro to provide public transportation service for which Metro shall set fares and charges.

13. Notice. Whenever by this agreement notice is required to be given, the same shall be given by registered mail. Whenever notice is required to be given or payment made it shall be addressed to the respective parties at the following addresses:

Municipality of Metropolitan Seattle
410 West Harrison Street
Seattle, Washington 98119

City of Seattle
Seattle Municipal Building
Seattle, Washington 98104

unless a different address shall be hereafter designated in writing by either of the parties. The date of giving notice shall be deemed to be the date of mailing thereof. Billings for and payment of amounts due hereunder may be made by regular mail.

14. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

15. Execution of Documents. This agreement shall be executed in six counterparts, any of which shall be regarded for all purposes as one original. The parties agree to execute such other documents as may be necessary to fully perform this agreement.

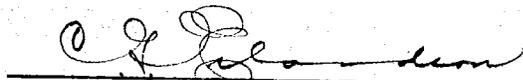
EXECUTED as of the date above written.

CITY OF SEATTLE, WASHINGTON

Pursuant to Ordinance 101714

By 

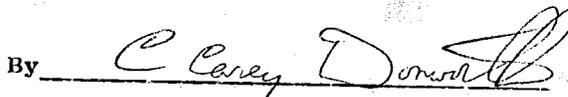
ATTEST:



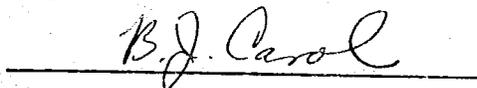
APPROVED AS TO FORM:


Corporation Counsel

MUNICIPALITY OF METROPOLITAN SEATTLE

By 

ATTEST:



APPROVED AS TO FORM:

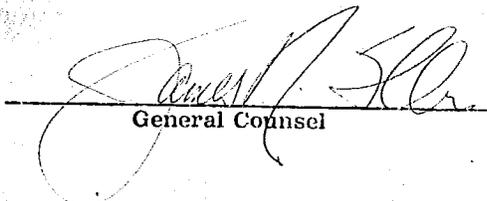

General Counsel

EXHIBIT "A"

Temporary Properties

North Seattle Yard Real Property

Mercer Terminal - Consolidated

Bounded by 5th Ave. No., Mercer St., Aurora Ave. No.,
Broad St. and Harrison St., except Lot 2, Block 73.

D. T. Denny's Home Addition, Vol. 3 of Plats,
page 115;

All of Blocks 62, 63, 64 & 65 and all of Block 73,
except Lot 2 thereof and except portions condemned
by Ordinances Nos. 1224, 59719 and 84452 and por-
tions transferred to City Engineering Department
by Ordinance No. 101563 and including the streets,
alleys and places vacated by Ordinances Nos. 14262,
54308 and 90487 and subject to easement for Lake
Union Trunk Sewer.

Jefferson Trolley Coach Terminal

East Jefferson Street and 14th Avenue

Squire Park Add'n, Lots 7 to 32, inclusive, Block 7

EXHIBIT "B"

Permanent Properties

Real Property (all located in Seattle, King County, Washington, and including any additions thereto hereafter acquired for transit purposes)

Atlantic Terminal - An irregular parcel bounded on the north by Connecticut Street, on the east by Airport Way, on the south by Atlantic Street including the north 88 feet of vacated Atlantic Street and on the west by a railroad (G.N. RY) right-of-way.

That portion of Block 247, Seattle Tide Lands, described as follows:

The easterly 151.25 feet of Lots 1 and 2, and the easterly 150.25 feet of Lots 3 to 9 inclusive, and that portion of Lots 10 and 11 lying east of a line curving easterly on a radius of 436.78 feet, from a point 151.25 feet west of the northeast corner of Lot 10 to a point 134.43 feet west of the southeast corner of Lot 11, and all of Lots 12 to 22 inclusive except that portion of said lots lying east of the easterly boundary of 8th Avenue South as said Avenue was laid out and established by Ordinance No. 23591 of the City of Seattle, and that portion of Atlantic Street vacated by Ordinance No. 89798, November 28, 1960.

Atlantic Terminal Parking Lot - The northerly 180 feet of an irregular parcel bounded on the east by Airport Way, on the north by Atlantic Street and on the west by 8th Avenue South.

Lot 1, Block 245, Seattle Tide Lands, and, portions of Lots 20, 21 and 22, Seattle Tide Lands lying east of the easterly boundary of 8th Avenue South as said Avenue was laid out and established by Ordinance No. 23591 of the City of Seattle, also, that portion of 8th Avenue South as laid out and established by the Tide Land Commissioners of the State of Washington in said plat of Seattle Tide Lands, and vacated by Ordinance No. 19314 of the City of Seattle being all that part of said vacated 8th Avenue South lying north of the south boundary of said Lot 20 extended easterly.

Gatewood Trolley Coach Loop

Fauntleroy View Addition - North 47' of Lot 1, Block 4

Blue Streak Parking Lot

The north half of the southeast quarter of the northeast quarter of the southwest quarter of Section 29, Township 26 north, range 4 east, W.M. in King County, Washington, except the east 30 feet for road and except the west 30 feet for road, being known as Lots 10, 11, 12, 16, 17 and 18, Green's Rich Acres, unrecorded.

EXHIBIT "B"

Permanent Properties

Electric Distribution System

Trolley coach electrical powered distribution system commencing from output distribution points immediately adjacent to the 5 existing City Light transformer substations and consisting of aerial and underground feeder cables, ducts, poles, trolley overhead wires and all supporting and accessory hardware.

Revenue Equipment

- 41 Twin trolley Coaches
- 15 Pullman Trolley Coaches
- 95 Twin Gasoline Motor Coaches
- 175 GMC Diesel Motor Coaches
- 100 Flexible Diesel Motor Coaches

Service Cars and Equipment

- 9 Plymouth 1969 Sedan Automobiles
- 8 Ford 1967 Sedan Automobiles
- 28 Trucks of various makes and styles used on the date of this Agreement by the Seattle Transit System.

Various Personal Property

Telephone communications system, radio communications system and fare boxes.

Shop and garage equipment, stores equipment, intercommunication system, line department equipment, furniture and office equipment and miscellaneous equipment, stores and supplies all located in the Atlantic Terminal and Shops, the North Seattle Terminal and Shops (Mercer Terminal) and the Jefferson Maintenance and Storage Headquarters of the Seattle Transit System.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 22 day of December, 1972, before me personally appeared WES UHLMAN and CARL ERLANDSON to me known to be the Mayor and Comptroller, respectively, of the City of Seattle, a municipal corporation, and acknowledged the within and foregoing 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 they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Georgia Miller
Notary Public in and for the State of
Washington, residing at Seattle

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 29th day of December, 1972, before me personally appeared C. CAREY DONWORTH and BETTY JEAN CAROL, to me known to be the Chairman of the Council and Clerk of the Council, respectively, of the Municipality of Metropolitan Seattle, a municipal corporation, and acknowledged the within and foregoing 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 they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Jack A. Hakala
Notary Public in and for the State
of Washington, residing at Seattle