

ORDINANCE No.

119975

COUNCIL BILL No.

113185

AN ORDINANCE related to light rail transit, authorizing the Mayor to execute an agreement with Sound Transit to allow the non-exclusive use of certain City of Seattle streets and rights-of-way for the Central Link Light Rail Project, and authorizing certain areas of the public rights-of-way to be designated as a Light Rail Transit Way.

COMPTROLLER FILE No.

Introduced: 5-1-00	By: Melvyn S. Nicastro
Referred: 5-1-00	To: Transportation and Landlord/Tenant and Land Use
Referred:	To:
Referred:	To:
Reported: 6-12-00	Second Reading:
Third Reading: 6-12-00	Signed: 6-12-00
Presented to Mayor: 6-12-00	Approved: 6/16/00
Returned to City Clerk: 6/16/00	Published: Zpp Little
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

Law Department

The City of Seattle--Legislative

REPORT OF COMMITTEE

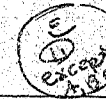
Honorable President:

Your Committee on

to which was referred the within Council Bill No. _____
report that we have considered the same and respectfully recommend

616100 - Joint Transportation/Land Use Committee - PASS AS AMENDED 4-0

6-12-00 Passed 9-0



Committee Chair

me

Law Department *Richard J. McLean*

The City of Seattle--Legislative Department

Date Reported
and Adopted

REPORT OF COMMITTEE

Honorable President:

Your Committee on _____

to which was referred the within Council Bill No. _____
report that we have considered the same and respectfully recommend that the same:

616100 - ~~Point 22 in problem/land use Committee~~ - PASS AS AMENDED 4-0 (2014 W) MPJUN 1 ABSTENTION-PS

6-12-00 Passed 9-0

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except
T.B.C.

Committee Chair

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ORDINANCE 119975

AN ORDINANCE related to light rail transit, authorizing the Mayor to execute an agreement with Sound Transit to allow the non-exclusive use of certain City of Seattle streets and rights-of-way for the Central Link Light Rail Project, and authorizing certain areas of the public rights-of-way to be designated as a Light Rail Transit Way.

WHEREAS, in 1996, pursuant to state law, the Central Puget Sound Regional Transit Authority (known as "Sound Transit") proposed, and Central Puget Sound voters approved, financing for a ten year regional transit system plan known as *Sound Move*; and

WHEREAS, *Sound Move* includes the Central Link electric light rail line connecting the cities of SeaTac, Tukwila and Seattle, which will provide numerous benefits to Seattle's residents, workers, and visitors, and which will help the City meet its Comprehensive Plan goals for dense, mixed use urban centers and urban villages connected by high-quality public transit; and

WHEREAS, the City Council and Mayor have committed to work cooperatively with Sound Transit to ensure that the light rail system gets built cost effectively, and that it is sensitive to the needs and interests of the citizens of Seattle; and

WHEREAS, in Resolution 30128, the City Council approved the light rail alignment, station locations, and maintenance base location for the Central Link light rail system; and

WHEREAS, Sound Transit seeks the City's approval for permanent use by the light rail system of property on, under and above City streets and rights-of-way in order to satisfy the continuing control requirements of the Federal Transit Administration; and

WHEREAS, the City holds City streets and rights-of-way in trust for the convenience of public travel and is authorized to grant to Sound Transit the right to use such streets and rights-of-way;

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Findings. The City Council finds that construction of the electric light rail system known as the Central Link Light Rail Project is consistent with and promotes the policies of the City's Comprehensive Plan.

Section 2. The Mayor is hereby authorized to execute an agreement between the City and Sound Transit, substantially in the form attached as Attachment 1 to this ordinance, approving Sound Transit's use of City streets and public rights-of-way for the Central Link Light Rail Project subject to the terms of the agreement.

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1 Section 3. Sound Transit is authorized to construct and operate the Central Link Light Rail
2 Project in the City streets and rights-of-way generally described and depicted in Exhibits A and B to
3 Attachment 1 hereto, and located within the areas described in Exhibit C to said Attachment 1, when the
4 Director of Seattle Transportation has received and approved final surveyed drawings showing the precise
5 location of the Light Rail Transit Way within City streets and rights-of-way. Upon the approval of the
6 final drawings, the Director of Seattle Transportation is authorized to designate those areas as a Light Rail
7 Transit Way, and to file the same with the City Clerk.

8 Section 4. Any act pursuant to the authority and prior to the effective date of this ordinance is
9 hereby ratified and confirmed.

10 Section 5. This ordinance shall take effect and be in force thirty days from and after its passage
11 and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law
12 under the provisions of the city charter.

13 Passed by the City Council the 12th day of June, 2000, and signed by me in
14 open session in authentication of its passage this 12th day of June, 2000.

15 Margaret C. Pappas
16 President of the City Council

17 Approved by me this 16th day of JUNE, 2000

18 Paul Schell
19 Paul Schell, Mayor

20 Filed by me this 16th day of June, 2000.

21 Judith E. Rippner
22 City Clerk

23 (SEAL)

24 Attachment 1: Agreement Between the City of Seattle and Sound Transit for Grant of Non-Exclusive
Use of a Light Rail Transit Way as Related to the Central Link Light Rail Transit Project



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ord: 119975

ATTACHMENT 1

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FILED
CITY OF SEATTLE
00 JUL 23 PM 3:48
CITY CLERK

AGREEMENT BETWEEN THE CITY OF SEATTLE AND SOUND TRANSIT FOR
GRANT OF NON-EXCLUSIVE USE OF A LIGHT RAIL TRANSIT WAY AS RELATED
TO THE CENTRAL LINK LIGHT RAIL TRANSIT PROJECT

This AGREEMENT is entered into by and between the City of Seattle ("the City") and Central Puget Sound Regional Transit Authority ("Sound Transit") and is effective when signed by all parties.

RECITALS

WHEREAS, Sound Transit is a governmental entity created pursuant to chapters 81.104 and 81.112 RCW with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish Counties, including the right to construct and maintain facilities in public rights of way without a franchise (RCW 81.112.100 and RCW 35.58.030); and

WHEREAS, the City is a first class city operating under the laws of the State of Washington; and

WHEREAS, the City owns and operates city streets, and other infrastructure improvements within the City boundaries where Sound Transit proposes certain transit improvements and light rail; and

WHEREAS, the Growth Management Act (chapter 36.70A RCW) requires the City to plan for and encourage regional high capacity transportation facilities such as the Central Link Light Rail Transit Project (RCW 36.70A.020); and

WHEREAS, in 1996, pursuant to state law, the Central Puget Sound Regional Transit Authority (known as "Sound Transit") proposed, and Central Puget Sound voters approved financing for, a ten-year regional transit system plan known as *Sound Move*; and

WHEREAS, *Sound Move* includes the Central Link Light Rail Transit Project connecting the cities of SeaTac, Tukwila and Seattle, which will provide numerous benefits to Seattle's residents, workers, and visitors, and which will help the City meet its Comprehensive Plan goals for dense, mixed use urban centers and urban villages connected by high-quality public transit; and

WHEREAS, Sound Transit and the Federal Transit Administration of the United States Department of Transportation have jointly planned the Central Link Light Rail Transit Project, and jointly issued a draft and final Environmental Impact Statement pursuant to the National and State Environmental Policy Acts, and the EIS discusses mitigation for the potential environmental impacts of the project; and



WHEREAS, on November 18, 1999 the Sound Transit Board selected and authorized the implementation of the preferred alternative alignment for the Central Link Light Rail Transit Project; and

WHEREAS, after the consideration of the final EIS, the Federal Transit Administration issued a Record of Decision, which finds that the federal environmental process is complete for the Central Link Light Rail Transit Project; and

WHEREAS, on April 10, 2000, the City Council adopted Resolution 30128, approving the alignment, station locations, and maintenance base location for the Central Link Light Rail Transit Project through the City of Seattle; and

WHEREAS, Sound Transit is proceeding to design and build the Central Link Light Rail Transit Project, and will seek various land use and right-of-way permits for construction and operation of the system within the City of Seattle; and

WHEREAS, the City and Sound Transit want to agree on a grant of a non-exclusive use of a Light Rail Transit Way for the Central Link Light Rail Transit Project in the City of Seattle;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained related to the grant of a non-exclusive use of a Light Rail Transit Way by the City to Sound Transit to construct, operate, maintain, and own a Light Rail Transit System in the City of Seattle within and along the Light Rail Transit Way, the parties hereto agree to the terms and conditions as follows:

SECTION I. DEFINITIONS

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have their ordinary and common meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. A reference to the City's Charter refers to the same as amended from time to time. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein be renumbered, then the reference shall be read to refer to the renumbered provision. References to laws, ordinances or regulations shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances and regulations now in force or hereinafter enacted or amended.

1.1 Agreement. "Agreement" means this Light Rail Transit Way Agreement approved by appropriate action of the City of Seattle and of Sound Transit.

1.2 City. "City" means the City of Seattle and any successor or assignee following an assignment that is permitted under this Agreement.

1.3 Emergency. "Emergency" means, except as otherwise provided, a sudden, generally unexpected occurrence or set of circumstances demanding immediate action.

1.4 Final Construction Plans. "Final Construction Plans" means prints showing in detail, the proposed construction and specifications of the Light Rail Transit System, including alignment drawings showing the exact limits of the Light Rail Transit Way.

1.5 Final Right-of-Way Plans. "Final Right-of-Way Plans" means prints showing the proposed limits of the Light Rail Transit Way mathematically tied to existing City of Seattle monumentation.

1.6 Liability. "Liability" means all loss, damages, cost, expense (including costs of investigation and attorneys fees and expenses at arbitration, trial or appeal and without institution of arbitration or suit), liability, claims and demands of whatever kind or nature (including those arising under the Federal Employers Liability Act), arising out of an occurrence relating to this agreement or occurring on or relating to the Light Rail Transit System described herein.

1.7 Light Rail Transit Facility. "Light Rail Transit Facility" means a structure, rail track, equipment, maintenance base or other improvement of a Light Rail Transit System, including but not limited to ventilation structures, traction power substations, Light Rail Transit Stations and related passenger amenities, bus layover and inter-modal passenger transfer facilities, and transit station access facilities.

1.8 Light Rail Transit Station. "Light Rail Transit Station" means a Light Rail Transit Facility whether at grade, above grade or below grade that provides pedestrian access to Light Rail Transit System vehicles and facilitates transfer from light rail to other modes of transportation. A Light Rail Transit Station may include mechanical devices such as elevators and escalators to move passengers and may also include such passenger amenities as informational signage, seating, weather protection, fountains, artwork, or concessions.

1.9 Light Rail Transit System. "Light Rail Transit System" means a public rail transit line that operates at grade level, above grade level, or in a tunnel and that provides high-capacity, regional transit service owned or operated by a regional transit authority authorized under chapter 81.112 RCW. A Light Rail Transit System may be designed to share a street right-of-way although it may also use a separate right-of-way. Commuter rail, and low capacity, or excursion rail transit service, such as the Waterfront Streetcar or Seattle Monorail, are not included.

1.10 Light Rail Transit Way. "Light Rail Transit Way" means the areas of the Public Rights of Way occupied by Sound Transit for its Light Rail Transit System after construction pursuant to this Agreement, as shown on the record drawings of the Final Right-of-Way Plans approved by the Director of Seattle Transportation on file with the City Clerk.

1.11 Passenger. "Passenger" means any person who is not an employee of Sound Transit, and who is aboard any Sound Transit Light Rail Transit System vehicle.

1.12 Public Rights of Way. "Public Rights of Way" means the areas above, below, on and over public streets and easements which, under the City Charter, the Seattle Municipal Code, the City ordinances, and applicable laws, the City has authority to grant rights of way, permits, or licenses for use thereof or has regulatory authority therefor.

1.13 Routine Maintenance and Operation. "Routine Maintenance and Operation" means Sound Transit's maintenance and operation of the Light Rail Transit System that does not require (i) the excavation of soil that would alter or disturb the Public Rights of Way; or (ii) the use of heavy machinery within fifty (50) feet of or upon the Public Rights of Way.

1.14 Sound Transit. "Sound Transit" means the Central Puget Sound Regional Transit Authority, and any other entity to the extent such entity, as permitted under this Agreement, is exercising any rights to operate the Light Rail Transit System over any portion of the Light Rail Transit Way pursuant to a specific written grant of such rights by Sound Transit.

1.15 Third Party. "Third Party" means any person other than the City or an employee of the City, and any person other than Sound Transit, or an employee of Sound Transit.

SECTION II. GRANT OF RIGHTS BY THE CITY

2.1 Grant of Non-Exclusive Use of a Light Rail Transit Way. The City grants to Sound Transit a non-exclusive use of portions of certain Public Rights of Way, the general location of which is described and depicted on Exhibits "A" and "B" hereto, to be known as a Light Rail Transit Way, to construct, operate, maintain, and own a Light Rail Transit System in, upon, above, beneath and along the Light Rail Transit Way in accordance with the terms and conditions of this Agreement. The Light Rail Transit Way shall be limited to the areas described generally in the plans and profile drawings contained in Exhibit "C" hereto and more fully described in the Final Right-of-Way Plans. The Director of Seattle Transportation and Sound Transit's Director of Light Rail shall, from time to time, jointly revise and modify Exhibit "C" to conform to the Final Construction Plans and the Final Right-of-Way Plans as long as the revisions are, in their judgment, within the scope and intent of Exhibit "C." This grant shall take effect upon the filing with the City Clerk by the Director of Seattle Transportation of approved Final Construction Plans and Final Right-of-Way Plans. Sound Transit expressly agrees that it will construct, operate and maintain the Light Rail Transit System in compliance with this Agreement and all applicable City ordinances, state and federal laws.

2.2 Rights Limited to Light Rail Transit System. The non-exclusive use of a Light Rail Transit Way is granted solely for the purpose of construction, maintenance, operation,



and ownership of the Light Rail Transit System detailed in the Final Construction Plans, and for no other purpose. Sound Transit intends, and shall have the right, to use the Light Rail Transit Way solely for Light Rail Transit System uses. Sound Transit agrees that it shall not, without the City's written consent, construct on or along the Light Rail Transit Way any additions to or expansions of the Light Rail Transit System subsequent to the construction done in accordance with the Final Construction Plans and the Final Right-of-Way Plans. Notwithstanding the foregoing, nothing contained herein shall prevent Sound Transit from replacing Light Rail Transit Facilities or equipment existing after construction.

2.3 Work Permitted in Light Rail Transit Way. Sound Transit understands and agrees that during the normal course of Light Rail Transit Way use, the City may engage in construction, maintenance, demolition, leasing, licensing, permitting, and similar activities that have the potential to cause interruption to the Light Rail Transit System. Sound Transit understands and agrees that such activities may be caused, from time to time, by reasons including but not limited to: (1) traffic conditions, (2) public safety, (3) Public Rights of Way construction, (4) Public Rights of Way repair (including resurfacing or widening), (5) change of Public Rights of Way grade, and (6) construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, traffic control devices, tracks, communications systems, public works, public facilities or improvements, or any utilities. The City agrees that such activities, to the extent they are permitted or controlled by the City, shall not occur within the Light Rail Transit Way without written notice to Sound Transit forty-eight (48) hours prior to commencement of the work, unless an Emergency exists as defined herein. Any such activities done by or for the City shall be undertaken in a manner that minimizes, to the extent possible, disruption to operation of the Light Rail Transit System.

2.4 Non-Exclusive Use. Sound Transit understands that the rights granted herein are non-exclusive. The City shall have the right to agree to other non-exclusive uses or occupancies of the Light Rail Transit Way. The City agrees that such uses or occupancies shall not unreasonably impair the ability of Sound Transit to operate the Light Rail Transit System.

2.5 Use Restricted. This Agreement does not authorize the provision of any services by Sound Transit other than the services strictly related to the operation of the Light Rail Transit System. Sound Transit's use of the Light Rail Transit Way for anything other than a Light Rail Transit System shall require written permission from the City.

2.6 Ownership. Sound Transit shall own all tracks and other Light Rail Transit Facilities on the Light Rail Transit Way, including, without limitation, improvements constructed at the cost and expense of Sound Transit. Nothing in this Agreement shall be construed as granting to Sound Transit any interest or right in the Light Rail Transit Way or the improvements on the Light Rail Transit Way other than the rights expressly provided herein.

2.7 No Rights by Implication. No rights shall pass to Sound Transit by implication. Without limiting the foregoing, by way of example and not limitation, this Agreement shall not include or be a substitute for:

- A. Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City; or
- B. Any permit, agreement or authorization required in connection with operations on or in public streets or property, including by way of example and not limitation, street cut permits; or
- C. Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Agreement.

2.8 Utilities Agreements. This Agreement shall not be read to diminish, or in any way affect, the authority of the City to control and charge for the use of the light, water, storm, solid waste, and wastewater utilities. Therefore, if Sound Transit desires to use such utilities it must obtain necessary agreements or consents for such uses, as may be required by the City, which agreements or consents shall not be unreasonably withheld.

SECTION III. CONSTRUCTION

3.1 Approval of Construction. Sound Transit shall obtain the approval of the Director of Seattle Transportation of all Light Rail Transit Facility Final Construction Plans for work in the Public Rights of Way prior to any such work commencing. When approving Final Construction Plans for Light Rail Transit Facilities, including Light Rail Transit Stations, transit station access and supporting passenger service amenities, the Director may impose conditions to ensure consistency with the Seattle Design Guidelines for Link Light Rail to be developed by the City and Sound Transit. Final Construction Plans must be accompanied by Final Right-of-Way Plans. Approval for construction shall consist of the issuance of a construction permit or permits by Seattle Transportation, for each project section or contract to be constructed by Sound Transit within the Public Rights of Way.

3.2 Entry upon Light Rail Transit Way. Sound Transit, its employees and agents, shall have the right, as defined and limited pursuant to Section VI of this Agreement, to enter upon the Light Rail Transit Way for the purpose of constructing, operating and maintaining the Light Rail Transit Facilities.

3.3 Record Drawings. As promptly as possible, but in no event later than six (6) months after each segment of the Light Rail Transit System is installed, Sound Transit shall furnish to the City record drawings of the Final Construction Plans and Final Right-of-Way Plans. Record Drawings are Mylars and associated electronic files prepared in AUTOCAD showing the as-built condition.

3.4 Temporary Use of Public Rights of Way. During construction of the Light Rail Transit System, Sound Transit, with the prior written agreement of the City, may fence

portions of the Public Rights of Way for the temporary storage of construction equipment and materials, provided that such structures and fences (i) do not interfere with or disrupt in any way, other than in ways approved in advance by the City, the ordinary use of the right of way; and (ii) do not interfere with or disrupt in any way, other than in ways approved in advance by the City, the ordinary access to property on either side of the Public Rights of Way. Sound Transit shall not store or temporarily place any goods, materials, or equipment (i) near a roadway, intersection, or crossing in such a manner as to interfere with the sight distance of persons approaching such crossing; or (ii) within such greater distance as prohibited by the City; provided, however, that fuel and other hazardous substances shall not be stored unless approved by appropriate officials of the Seattle Fire Department.

3.5 Utilities During Construction. The City recognizes that the Light Rail Transit System is a public transportation improvement and as such will cooperate with Sound Transit by directing conflicting non-City owned utilities to relocate when necessary at their expense pursuant to Seattle Municipal Code Section 15.32.120. Sound Transit agrees that it will coordinate with all utilities to minimize utility relocation costs and related construction and will negotiate with non-City owned utilities on utility relocation costs and cost allocation. Sound Transit shall fully indemnify the City for any claim and undertake the defense of any litigation directed at the City arising from the City's exercise of its authority to direct such relocation to accommodate the construction of the Light Rail Transit System. The City shall cooperate fully with Sound Transit in the defense of any such claim. Notwithstanding the foregoing, the parties agree that Sound Transit shall pay for any relocation or protection of City-owned utilities that the City determines is necessary due to construction or operation of the Light Rail Transit System. The specific allocation of costs of such relocation or protection shall be defined in a series of future agreements between the City and Sound Transit relating to the separate construction segments of the Light Rail Transit System, each agreement to be entered into before construction on the particular segment begins.

3.6 Compliance with Laws, Rules, and Regulations. Sound Transit, at Sound Transit's sole cost and expense, will furnish all materials, parts, components, equipment and structures necessary to construct and operate the Light Rail Transit System, or any part thereof, in accordance with this Agreement. Any and all work by Sound Transit shall be done in a good and workmanlike manner, in conformity with all applicable engineering, safety, and other statutes, laws, ordinances, regulations, rules, codes, orders, or specifications of any public body or authority having jurisdiction.

3.7 Installation. All facilities and installations must meet or exceed applicable specifications of the City and be in compliance with all existing federal, state and local laws, ordinances and regulations.

3.8 Track Support. During any work of any character by Sound Transit at locations of the Light Rail Transit Facilities, and in accordance with the Final Construction Plans, Sound Transit will support the tracks and roadbed of the Light Rail Transit System in such manner as is necessary for the safe operation of the Light Rail Transit System and ordinary use of the Public Rights of Way.

3.9 Imminent Danger. If, during construction, there is an Emergency or the Light Rail Transit System creates, or is contributing to, an imminent danger to health, safety, or property that Sound Transit is unable to immediately address, the City may protect, support, temporarily disconnect, remove, or relocate any or all parts of the Light Rail Transit System without prior notice, and charge Sound Transit for costs incurred. The City shall provide notice of such danger as soon as practicable.

3.10 Accommodation of Moving Structures. Sound Transit shall, on the request of any Third Party holding a valid permit issued by a governmental authority, temporarily raise or lower its wires to permit the moving of buildings or other objects. Sound Transit may require that the expense of such temporary removal or raising or lowering of wires be paid in advance by the Third Party requesting the same.

3.11 Information Regarding Ongoing Work. In addition to providing notice to the public of ongoing work as may be required under applicable law, Sound Transit shall:

- A. Establish effective communication with residents and businesses; develop and implement a public relations plan that will provide that local residents and businesses are fully informed about potentially significant disruptions, such as temporary street closures, changes in transit service, and parking availability. Sound Transit will work with community and neighborhood groups prior to and through the construction process to identify types of impacts that would occur and to work on ways to reduce those impacts.
- B. Develop a 24-hour monitoring center that provides telephone access for the public to get construction information and to make complaint and incident reports.
- C. Develop a multi-media public information program to provide information regarding street closures, hours of construction, business access, and parking impacts.
- D. Provide a community ombudsman.
- E. Maintain access to businesses during construction activities.
- F. Clearly identify, and make accessible, paths to and from major transportation facilities, such as designated pedestrian routes, bicycle lanes, bus routes and stops, designated truck routes, and tunnel entrances.
- G. Work with affected business owners, chambers of commerce, merchants associations and others to develop a business-marketing program to minimize business disruption during construction. The program could include a shuttle bus and/or increased transit service to

affected areas, additional signage, advertising and promotion, and incentives to attract and retain customers.

- H. Request the assistance of local ethnic community organizations to help tailor business-marketing programs to the specific needs of ethnic business owners whose customers are mainly from a single ethnic group.
- I. Work with Community Capital Development and/or similar organizations to assist affected businesses in gaining access to technical assistance and small business loans or grants.
- J. Coordinate street sweeping services in construction areas with construction activity, particularly areas with surrounding residential and retail development.
- K. Provide business cleaning services on a case-by-case basis.
- L. Work with local school districts to educate school officials and children about the light rail system and safe street-crossing procedures, especially on at-grade sections.
- M. Provide regular updates to assist public school officials in providing advance and ongoing notice to students and parents concerning construction activity near schools.
- N. Develop a mitigation commitment tracking system that will provide a computerized record of all mitigation commitments and a means to track progress toward meeting those commitments.
- O. Follow standard construction safety measures, such as installation of advance warning signs, highly visible construction barriers, and the use of flaggers.
- P. Post advance notice signs prior to construction in areas where surface construction activities will affect access to surrounding businesses.
- Q. Use lighted or reflective signage to direct drivers to truck haul routes, to provide visibility during nighttime work hours.

3.12 Restoration of Public Rights of Way. Sound Transit shall promptly repair any and all Public Rights of Way and public property that is disturbed or damaged during the construction of its Light Rail Transit System to substantially the same condition, or in the case of street surfaces, better condition if reasonably necessary. In the event Sound Transit does not comply with the foregoing requirement, the City may, upon reasonable advance notice to

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Sound Transit, take the actions to restore the Public Rights of Way or public property at Sound Transit's sole cost and expense.

3.13 Federal Grant Conditions. Sound Transit's design and construction of the Project is subject to a financial assistance contract between Sound Transit and the United States Department of Transportation (hereinafter "U.S. DOT"), Federal Transit Administration ("FTA"). Both parties recognize that the FTA may request a change to this Agreement to comply with its funding requirements.

SECTION IV. PERMITS

4.1 Permits and Licenses. Sound Transit, at its sole cost and expense, shall (i) secure and maintain in effect, all federal, state and local permits and licenses required for the construction, operation and maintenance of the Light Rail Transit System, including, without limitation, crossing, zoning, building, health, environmental, and communication permits and licenses; and (ii) indemnify the City against payment of the costs thereof and against any fines or penalties that may be levied for failure to procure, or to comply with, such permits or licenses, as well as any remedial costs incurred by the City in curing any such failures. The City shall cooperate with and assist Sound Transit in securing and maintaining any such permits or licenses.

4.2 City Shall Not Hinder. The City shall not hinder Sound Transit's attempts to secure, obtain, and maintain, at Sound Transit's sole cost and expense, any permits, licenses or approvals of other governmental agencies or authorities, or of any necessary Third Parties, for the use of any structures or facilities (including streets, roads or utility poles).

SECTION V. ENTRY NOTICE

5.1 Access. Sound Transit, its employees and agents shall have access to the Public Rights of Way in connection with Sound Transit's construction, operation, and maintenance of the Light Rail Transit System as is reasonably necessary in accordance with this Agreement; provided however, except to the extent expressly provided in this Agreement, this right of access shall not be deemed to require the City to take any actions or expend any funds to enable such persons to exercise such rights of access, and provided further that such access may not interfere with or disrupt in any way, other than in ways approved in advance by the City, the use of the Light Rail Transit Way by the City or Third Parties in and along the Light Rail Transit Way.

5.2 Notice Prior to Initial Entry. During construction, Sound Transit shall give the City at least forty-eight (48) hours' written notice before initial entry upon any portion of the Public Rights of Way for construction purposes.

5.3 Entry after Construction. After construction, any entry by Sound Transit onto the Public Rights of Way that is not pursuant to the Routine Maintenance and Operation of

the Light Rail Transit System or for purposes relating to an Emergency shall require (i) advance written notice from Sound Transit to the City not less than ten (10) days prior to Sound Transit's planned entry, with notice to specify the purpose of the entry; (ii) if entry involves any new construction, or removal of any portion of the Light Rail Transit System, plans as required by direction of the Director of Seattle Transportation showing in detail the proposed new construction, reconstruction, or removal; and (iii) approval by the City, which approval shall not be unreasonably withheld or delayed, taking into account the nature of the proposed entry.

5.4 Entry for Routine Maintenance and Operation. During Routine Maintenance and Operation, Sound Transit personnel may enter the Public Rights of Way without notice to the City, as long as such entry is for the sole purposes of Routine Maintenance and Operation.

5.5 Emergency Access. In the event of an Emergency that interrupts or significantly disrupts operation of the Light Rail Transit System and for purposes of taking immediate corrective action, Sound Transit personnel may enter the Public Rights of Way without notice to the City, as long as such entry is for the sole purpose of addressing the Emergency, provided, however, that if any entry for such purposes is likely to require excavation of soil that would alter or disturb the Public Rights of Way or use of heavy machinery within fifty (50) feet of or upon the Public Rights of Way, Sound Transit shall give the City verbal or telephonic notice of the places where and the manner in which entry is required, prior to such entry, promptly followed by written notice.

SECTION VI. OPERATION, MAINTENANCE, AND REPAIR IN STREETS AND RIGHTS OF WAY

6.1 Compliance with Laws, Rules, and Regulations. Sound Transit shall operate, maintain, and repair its Light Rail Transit System in compliance with all federal, state, and local laws, ordinances, departmental rules and regulations and practices affecting such system, which includes, by way of example and not limitation, the obligation to operate, maintain, and repair in accordance with the City's Land Use Code and construction codes, and City street and utility standards. In addition, the operation, maintenance, and repair shall be performed in a manner consistent with industry standards. Sound Transit shall exercise reasonable care in the performance of all its activities and shall use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

6.2 Permits Required. Except in cases of emergency repairs, Sound Transit's operation, maintenance, or repair of its Light Rail Transit System shall not commence until all required permits have been properly applied for and obtained from the proper City officials and all required permits and associated fees paid, including, but not limited to the costs of permit application review and inspection. In case of emergency repairs, appropriate permits shall be applied for no later than the second business day following repairs.

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6.3 Level of Operation/Maintenance. All facilities shall be operated and maintained in such a manner as to minimize disruption to other users of the Public Rights of Way. All facilities shall be maintained to a standard of safety and aesthetics acceptable to and in accordance with standards adopted from time to time by the City.

6.4 Appointment of Operator. Sound Transit may appoint an operator as Sound Transit's agent to exercise some or all of Sound Transit's rights under this Agreement, subject to the terms and conditions of this Agreement.

6.5 Regulatory Approvals. Sound Transit and its operator shall obtain and maintain all federal, state and/or local regulatory approvals as may be required for the operation of the Light Rail Transit System.

6.6 Responsibility for Equipment. The City shall have no responsibility for inspecting, maintaining, servicing or repairing any trains or other equipment used by Sound Transit as part of the Light Rail Transit System, but all such equipment shall at all times comply with applicable federal, state, and local governmental requirements.

6.7 Prompt Repair. Sound Transit shall promptly repair any and all Public Rights of Way, public property, or private property that is disturbed or damaged during the operation, maintenance, or repair of its Light Rail Transit System. Public property and Public Rights of Way must be restored to substantially the same condition as before the disturbance or damage occurred, or in the case of street surfaces, better condition if reasonably necessary.

6.8 Imminent Danger. In the event of an Emergency, or where the Light Rail Transit System creates, or is contributing to, an imminent danger to health, safety, or property, that Sound Transit is unable to immediately address, the City may protect, support, temporarily disconnect, remove, or relocate any or all parts of the Light Rail Transit System without prior notice, and charge Sound Transit for costs incurred. The City shall provide notice of such danger as soon as practicable.

6.9 No Crossing Gates Without Permission. Sound Transit will not install any crossing gates or other traffic control devices without the written consent of the City.

6.10 Traffic Signal Modifications. The City traffic signals shall be modified to accommodate operation of the Light Rail Transit System upon completion of construction work. Sound Transit shall submit to the City proposed modifications to traffic signals, which shall be subject to approval by the City prior to operation of Sound Transit's Light Rail Transit System. Sound Transit shall provide the City with all software components required for the traffic signal modification. Sound Transit shall provide the City with all hardware modifications to the City's equipment required by any modifications to traffic signals. The City shall approve the specifications for the software components and hardware before such software components and hardware have been procured or installed. Sound Transit shall pay all costs associated with the modification of traffic signals where necessary to accommodate the Light Rail Transit System, including direct labor of the City employees as well as indirect

costs in accordance with the City's standard cost allocation plan maintained by the appropriate City department.

SECTION VII. FACILITY LOCATION SIGNS

Sound Transit, at its sole cost, expense and risk, shall furnish, erect and thereafter maintain signs showing the location of all Sound Transit facilities. Signs shall be in conformance with applicable codes.

SECTION VIII. THIRD PARTY RIGHT OF WAY OWNERSHIP

This Agreement is not intended to cover and does not cover any occupancies over (i) rights of way or other land owned solely or jointly by any other person or entity, or (ii) any rights granted to the City by Third Parties. The City agrees to cooperate with Sound Transit to assist in its efforts to acquire rights to use any joint facilities or structures or such rights of way or land owned by others along the Light Rail Transit Way.

SECTION IX. RELOCATIONS

If the City desires the relocation of a portion of the Light Rail Transit Facilities to accommodate the City, the City shall notify Sound Transit of such fact, and Sound Transit shall consult with the City regarding such request.

SECTION X. LIABILITY, INDEMNIFICATION

Sound Transit hereby agrees to indemnify, defend, and hold the City harmless from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses (including, without limitation, reasonable attorneys' fees) paid by the City and arising or growing out of or in connection with or resulting from, either directly or indirectly, the construction, maintenance, operation, repair, removal, occupancy, and use of the Light Rail Transit System in the Light Rail Transit Way by Sound Transit, unless such claims arise from the sole or partial negligence, actions or inaction of the City, its employees, servants, agents, contractors, subcontractors or persons using the Light Rail Transit System with permission of the City.

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

Sound Transit expressly assumes potential liability for actions brought by Sound Transit's employees and agents against the City and, solely for the purpose of this indemnification, expressly waives any immunity under the Industrial Insurance Law, Title 51 RCW. Sound Transit acknowledges that this waiver was entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

SECTION XI. INSURANCE

Sound Transit shall maintain, throughout the term of this Agreement and for six (6) years after its termination, insurance adequate to protect the City against claims that may arise as a result of the construction, operation, or maintenance of the Light Rail Transit System in the Light Rail Transit Way, including, without limitation: (i) comprehensive general liability insurance; (ii) property damage liability insurance (including coverage for explosion, collapse, and instability); (iii) workers' compensation insurance (to the extent required by law); (iv) employer's liability insurance; and (v) comprehensive auto liability coverage (including owned, hired, and non-owned vehicles).

Sound Transit shall carry such insurance with responsible insurers or self-insure or participate in an insurance pool or pools at levels of coverage or with reserves adequate, in the reasonable judgment of Sound Transit, to protect Sound Transit and the City against loss, and as are ordinarily carried by municipal or privately owned entities engaged in the operation of systems comparable to the Light Rail Transit System.

Sound Transit shall file with the City's Risk Manager certificates of insurance reflecting evidence of the required insurance and naming the City as an additional insured where appropriate. The certificates shall contain a provision that coverage will not be canceled until at least 30 days' prior written notice has been given to the City.

If Sound Transit fails to maintain the required insurance, the City may order Sound Transit to stop operating the Light Rail Transit System in the Light Rail Transit Way until the required insurance is obtained.

SECTION XII. LIENS

12.1 The Light Rail Transit Way is not subject to a claim of lien. In the event that any City property becomes subject to any claims for mechanics', artisans' or materialmen's liens, or other encumbrances chargeable to or through Sound Transit which Sound Transit does not contest in good faith, Sound Transit shall promptly, and in any event within thirty (30) days, cause such lien claim or encumbrance to be discharged or released of record (by payment, posting of bond, court deposit or other means), without cost to the City, and shall indemnify the City against all costs and expenses (including attorneys' fees) incurred in discharging and releasing such claim of lien or encumbrance. If any such claim or encumbrance is not so discharged and released, the City may pay or secure the release or discharge thereof at the expense of Sound Transit after first giving Sound Transit five (5)

business days' advance notice of its intention to do so. The City shall use its reasonable best efforts to keep Sound Transit's facilities free of all liens that may adversely affect the Light Rail Transit System.

12.2 Nothing herein shall preclude Sound Transit's or the City's contest of a claim for lien or other encumbrance chargeable to or through Sound Transit or the City, or of a contract or action upon which the same arose.

12.3 Nothing in this Agreement shall be deemed to give, and the City hereby expressly waives, any claim of ownership in and to any part or the whole of the Light Rail Transit Facilities except as may be otherwise provided herein.

SECTION XIII. TERM; TERMINATION

13.1 This Agreement shall be effective as of the date the last party signs and, unless sooner terminated pursuant to the terms hereof, shall remain in effect for so long as the Light Rail Transit Way is used for public transportation purposes.

13.2 Upon termination of this Agreement, Sound Transit agrees to prepare, execute and deliver to the City all documentation necessary to evidence termination of this Agreement or portion thereof so terminated. No such termination, however, shall relieve the parties hereto of obligations accrued and unsatisfied at such termination.

13.3 Upon the cessation of use of the Light Rail Transit Way for the Light Rail Transit System, to the extent any portion of it remaining in the Public Rights of Way or on any other public property is not removed by Sound Transit, the City, as expressed by ordinance, may deem it abandoned and it shall become the property of the City. If the City does not desire such ownership, Sound Transit shall remove any remaining portion of the Light Rail System.

13.4 Any order by the City issued pursuant to this Section remove the Light Rail Transit System in whole or in part shall be sent by registered or certified mail to Sound Transit not later than twenty-four (24) months following the date of termination of this Agreement, or, if later, the final resolution of any appeal of the termination.

13.5 Sound Transit shall file a written removal plan with the City not later than sixty (60) calendar days following the date of the receipt of any orders directing removal, or any consent to removal, describing the work that will be performed, the manner in which it will be performed, and a schedule for removal by location. The removal plan shall be subject to approval and regulation by the City. The affected property shall be restored to as good or better condition than existed immediately prior to removal.

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SECTION XIV. REMEDIES; ENFORCEMENT

14.1 Remedies. The City has the right to exercise any and all of the following remedies, singly or in combination, in the event Sound Transit violates any provision of this Agreement:

- A. Commencing an action at law for monetary damages;
- B. Commencing an action for equitable or other relief;
- C. Seeking specific performance of any provision that reasonably lends itself to such remedy.

14.2 Cumulative Remedies. In determining which remedy or remedies for Sound Transit's violation are appropriate, a court may take into consideration the nature and extent of the violation, the remedy needed to prevent such violations in the future, whether Sound Transit has a history of previous violations of the same or similar kind, and such other considerations as are appropriate under the circumstances. Remedies are cumulative; the exercise of one shall not foreclose the exercise of others.

14.3 Failure to Enforce. Sound Transit shall not be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure of the City to enforce prompt compliance, and the City's failure to enforce shall not constitute a waiver of rights or acquiescence in Sound Transit's conduct.

SECTION XV. COVENANTS AND WARRANTIES

15.1 By execution of this Agreement, the City warrants:

- A. That the City has the full right and authority to enter into and perform this Agreement and any permits which may be granted in accordance with the terms hereof, and that by entering into or performing this Agreement the City is not in violation of its charter or by-laws, or any law, regulation or agreement by which it is bound or to which it is subject; it being understood, however, that the covenant and warranty contained in this Section does not constitute a warranty, expressed or implied, by the City, of the right or rights granted by the City to Sound Transit hereunder; and
- B. That the execution, delivery and performance of this Agreement by the City has been duly authorized by all requisite corporate action, that the signatories for the City hereto are authorized to sign this Agreement, and that, upon approval by the City, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

15.2 By execution of this Agreement, Sound Transit warrants:

- A. That Sound Transit has full right and authority to enter into and perform this Agreement in accordance with the terms hereof, and by entering into or performing under this Agreement, Sound Transit is not in violation of any of its agency governance rules, any law, regulation or agreement by which it is bound or to which it is subject; and
- B. That the execution, delivery and performance of this Agreement by Sound Transit has been duly authorized by all requisite Board action, that the signatories for Sound Transit hereto are authorized to sign this Agreement, and that the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

SECTION XVI. RECORDINGS, TAXES AND OTHER CHARGES

16.1 Sound Transit shall pay all transfer taxes, documentary stamps, recording costs or fees, or any similar expense in connection with the recording or filing of any permits which may be granted hereunder. Sound Transit further agrees that if it is determined by any federal, state or local governmental authority that the sale, acquisition, license, grant, transfer or disposition of any part or portion of the Light Rail Transit Facilities or rights herein described requires the payment of any tax, levy, excise, assessment, or charges (including, without limitation, property, sales or use tax) under any statute, regulation or rule, Sound Transit shall pay the same, plus any penalty and/or interest thereon, directly to said taxing authority and shall hold the City harmless therefrom. Sound Transit shall pay all taxes, levies, excises, assessments or charges, including any penalties and/or interest thereon, levied or assessed on the Light Rail Transit Facilities, or on account of their existence or use (including increases thereof attributable to such existence or use, and excluding taxes based on the income of the City), and shall indemnify the City against payment thereof. Sound Transit shall have the right to claim, and the City shall reasonably cooperate with Sound Transit in the prosecution of any such claim, for refund, rebate, reduction or abatement of such tax(es).

16.2 The City may pay any tax, levy, excise, assessment or charge, plus any penalty and/or interest thereon, imposed upon Sound Transit for which Sound Transit is obligated pursuant to this Section, if Sound Transit does not pay such tax, levy, excise, assessment, or charge when due. Sound Transit shall reimburse the City for any such payment made pursuant to the previous sentence, plus interest at the prime rate per annum, as published in the Wall Street Journal.

SECTION XVII. ASSIGNABILITY; BENEFICIARY

17.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assignees. No assignment hereof or sublease shall be

valid for any purpose without the prior written consent of the other party, and any attempt by one party to assign or license the rights or obligations hereunder without prior written consent will give the other party the right, at its written election, immediately to terminate this Agreement or take any other lesser action with respect thereto. The above requirement for consent shall not apply to (i) any disposition of all or substantially all of the assets of a party; (ii) any governmental entity merger, consolidation or reorganization, whether voluntary or involuntary; (iii) a sublease or assignment of this Agreement (in whole or in part) to a governmental entity; or (iv) a sale, lease, or other conveyance by the City, subject to those requirements set forth in this Agreement; provided however, that no sublease or assignment under (ii) or (iii) shall be permitted to a governmental entity not operating, constructing or maintaining a Light Rail Transit System on behalf of Sound Transit, and provided further that no unconsented assignment shall relieve Sound Transit of its obligations and liabilities under this Agreement.

17.2 Either party hereto may assign any monetary receivables due them under this Agreement; provided, however, such assignment shall not relieve the assignor of any of its rights or obligations under this Agreement.

17.3 Sound Transit acknowledges and agrees that the City may designate, in writing, a designee to (i) receive information (including information designated or identified as confidential) and notices under this Agreement, and (ii) provide certain approvals or consents required from the City under this Agreement. In the event of such designation, Sound Transit may rely on approvals or consents by such designee on behalf of the City as fully as if such actions were performed by the designator itself.

17.4 Neither this Agreement nor any term or provision hereof, or any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.

SECTION XVIII. NOTICES

18.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to (one copy each):

Central Puget Sound Regional Transit Authority
Attention: Light Rail Director
401 South Jackson Street
Seattle, WA 98104-2826

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And to:

The City of Seattle
Attention: Director of Seattle Transportation
600 Fourth Avenue, Fourth Floor
Seattle, WA 98104-1850

o. or such other addresses as may be designated in writing by the other party.

18.2 Unless otherwise provided herein, notices shall be sent by registered or certified U.S. Mail, or other verifiable physical or electronic transmission, and shall be deemed served or delivered to addressee, or its office, upon the date of actual receipt, return receipt acknowledgment, or, if postal claim notice is given, on the date of its return marked "unclaimed"; provided, however, that upon receipt of a returned notice marked "unclaimed," the sending party shall make reasonable effort to contact and notify the other party by telephone.

SECTION XIX. MISCELLANEOUS

19.1 This Agreement shall survive delivery and/or recordation of each permit that may be granted hereunder.

19.2 Each party shall be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed by the Parties.

19.3 Sound Transit shall not be deemed in default with provisions of this Agreement where performance was rendered impossible by war or riots, civil disturbances, floods or other natural catastrophes beyond Sound Transit's control; the unforeseeable unavailability of labor or materials; labor stoppages or slow downs or power outages exceeding back-up power supplies. This Agreement shall not be revoked or Sound Transit penalized for such noncompliance, provided that Sound Transit takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, and integrity of Sound Transit's employees or property, or the health, safety, and integrity of the public, Public Rights of Way, public property, or private property.

19.4 This Agreement may be amended only by a written instrument executed by each of the parties hereto. No failure to exercise and no delay in exercising, on the part of any party hereto, any rights, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein.

19.5 This Agreement constitutes the entire agreement of the parties with respect to the subject matters hereof, and supersedes any and all prior negotiations (oral and written), understandings and agreements with respect hereto.

19.6 Section headings are intended as information only, and shall not be construed with the substance of the section they caption.

19.7 In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate.

19.8 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

SECTION XX. LEGAL FORUM

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.

SECTION XXI. INTERPRETATION

This Agreement is executed by all parties under current interpretations of applicable federal, state or local statute, ordinance, law or regulation.

SECTION XXII. SEVERABILITY

22.1 In case any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

22.2 Notwithstanding the foregoing, the material provisions of this Agreement are not severable. In the event that a court, agency or legislature of competent jurisdiction acts or declares any nonmaterial provision of this Agreement is unenforceable according to its terms, or otherwise void, said provision shall be considered a separate, distinct, and independent part of this Agreement, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that a court, agency or legislature of competent jurisdiction acts so that, or declares that, any material provision of this Agreement is unenforceable according to its terms, or is otherwise void, the City and Sound Transit agree to immediately enter into negotiations in good faith to restore the relative burdens and benefits of this Agreement, consistent with applicable law. If the City and Sound Transit are unable to agree to a modification of this Agreement within sixty (60) days, either party may resort to litigation. Sound Transit and the City agree to participate in up to sixteen (16) hours of negotiation during the sixty (60)-day period.

22.3 Notwithstanding the foregoing, if either Sound Transit or the City believes a provision is not material, it must commence an action challenging the materiality within fourteen (14) days of a request by the other that it enter into negotiations. The obligation to negotiate is not tolled, and the City and Sound Transit must discharge their negotiation responsibility notwithstanding the dispute as to materiality. If there is a dispute as to materiality, the remedies provided for in the preceding paragraph shall be additive, not alternative. The remedies provided for herein do not prevent the City or Sound Transit from contending that a particular provision is enforceable, or foreclose any remedies if a provision is enforceable.

IN WITNESS WHEREOF, each of the parties hereto has executed this Light Rail Transit Way Agreement by having its authorized representative affix his/her name in the appropriate space below:

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

By: Bob White
Signature

Bob White, Executive Director
Print or type name

Date: July 17, 2000

Approved as to form:

By: E. Mendelsohn

Eric Mendelsohn
Print or type name
Legal Counsel

THE CITY OF SEATTLE

By: Paul Schell
Signature

PAUL SCHELL, MAYOR
Print or type name

Date: JULY 18, 2000

Authorized by Ordinance 119975

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ATTACHMENT 1

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AGREEMENT BETWEEN THE CITY OF SEATTLE AND SOUND TRANSIT FOR
GRANT OF NON-EXCLUSIVE USE OF A LIGHT RAIL TRANSIT WAY AS RELATED
TO THE CENTRAL LINK LIGHT RAIL TRANSIT PROJECT

This AGREEMENT is entered into by and between the City of Seattle ("the City") and Central Puget Sound Regional Transit Authority ("Sound Transit") and is effective when signed by all parties.

RECITALS

WHEREAS, Sound Transit is a governmental entity created pursuant to chapters 81.104 and 81.112 RCW with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish Counties, including the right to construct and maintain facilities in public rights of way without a franchise (RCW 81.112.100 and RCW 35.58.030); and

WHEREAS, the City is a first class city operating under the laws of the State of Washington; and

WHEREAS, the City owns and operates city streets, and other infrastructure improvements within the City boundaries where Sound Transit proposes certain transit improvements and light rail; and

WHEREAS, the Growth Management Act (chapter 36.70A RCW) requires the City to plan for and encourage regional high capacity transportation facilities such as the Central Link Light Rail Transit Project (RCW 36.70A.020); and

WHEREAS, in 1996, pursuant to state law, the Central Puget Sound Regional Transit Authority (known as "Sound Transit") proposed, and Central Puget Sound voters approved financing for, a ten-year regional transit system plan known as *Sound Move*; and

WHEREAS, *Sound Move* includes the Central Link Light Rail Transit Project connecting the cities of SeaTac, Tukwila and Seattle, which will provide numerous benefits to Seattle's residents, workers, and visitors, and which will help the City meet its Comprehensive Plan goals for dense, mixed use urban centers and urban villages connected by high-quality public transit; and

WHEREAS, Sound Transit and the Federal Transit Administration of the United States Department of Transportation have jointly planned the Central Link Light Rail Transit Project, and jointly issued a draft and final Environmental Impact Statement pursuant to the National and State Environmental Policy Acts, and the EIS discusses mitigation for the potential environmental impacts of the project; and



WHEREAS, on November 18, 1999 the Sound Transit Board selected and authorized the implementation of the preferred alternative alignment for the Central Link Light Rail Transit Project; and

WHEREAS, after the consideration of the final EIS, the Federal Transit Administration issued a Record of Decision, which finds that the federal environmental process is complete for the Central Link Light Rail Transit Project; and

WHEREAS, on April 10, 2000, the City Council adopted Resolution 30128, approving the alignment, station locations, and maintenance base location for the Central Link Light Rail Transit Project through the City of Seattle; and

WHEREAS, Sound Transit is proceeding to design and build the Central Link Light Rail Transit Project, and will seek various land use and right-of-way permits for construction and operation of the system within the City of Seattle; and

WHEREAS, the City and Sound Transit want to agree on a grant of a non-exclusive use of a Light Rail Transit Way for the Central Link Light Rail Transit Project in the City of Seattle;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained related to the grant of a non-exclusive use of a Light Rail Transit Way by the City to Sound Transit to construct, operate, maintain, and own a Light Rail Transit System in the City of Seattle within and along the Light Rail Transit Way, the parties hereto agree to the terms and conditions as follows:

SECTION I. DEFINITIONS

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have their ordinary and common meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. A reference to the City's Charter refers to the same as amended from time to time. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein be renumbered, then the reference shall be read to refer to the renumbered provision. References to laws, ordinances or regulations shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances and regulations now in force or hereinafter enacted or amended.

1.1 Agreement. "Agreement" means this Light Rail Transit Way Agreement approved by appropriate action of the City of Seattle and of Sound Transit.

1.2 City. "City" means the City of Seattle and any successor or assignee following an assignment that is permitted under this Agreement.

1.3 Emergency. "Emergency" means, except as otherwise provided, a sudden, generally unexpected occurrence or set of circumstances demanding immediate action.

1.4 Final Construction Plans. "Final Construction Plans" means prints showing in detail, the proposed construction and specifications of the Light Rail Transit System, including alignment drawings showing the exact limits of the Light Rail Transit Way.

1.5 Final Right-of-Way Plans. "Final Right-of-Way Plans" means prints showing the proposed limits of the Light Rail Transit Way mathematically tied to existing City of Seattle monumentation.

1.6 Liability. "Liability" means all loss, damages, cost, expense (including costs of investigation and attorneys fees and expenses at arbitration, trial or appeal and without institution of arbitration or suit), liability, claims and demands of whatever kind or nature (including those arising under the Federal Employers Liability Act), arising out of an occurrence relating to this agreement or occurring on or relating to the Light Rail Transit System described herein.

1.7 Light Rail Transit Facility. "Light Rail Transit Facility" means a structure, rail track, equipment, maintenance base or other improvement of a Light Rail Transit System, including but not limited to ventilation structures, traction power substations, Light Rail Transit Stations and related passenger amenities, bus layover and inter-modal passenger transfer facilities, and transit station access facilities.

1.8 Light Rail Transit Station. "Light Rail Transit Station" means a Light Rail Transit Facility whether at grade, above grade or below grade that provides pedestrian access to Light Rail Transit System vehicles and facilitates transfer from light rail to other modes of transportation. A Light Rail Transit Station may include mechanical devices such as elevators and escalators to move passengers and may also include such passenger amenities as informational signage, seating, weather protection, fountains, artwork, or concessions.

1.9 Light Rail Transit System. "Light Rail Transit System" means a public rail transit line that operates at grade level, above grade level, or in a tunnel and that provides high-capacity, regional transit service owned or operated by a regional transit authority authorized under chapter 81.112 RCW. A Light Rail Transit System may be designed to share a street right-of-way although it may also use a separate right-of-way. Commuter rail, and low capacity, or excursion rail transit service, such as the Waterfront Streetcar or Seattle Monorail, are not included.

1.10 Light Rail Transit Way. "Light Rail Transit Way" means the areas of the Public Rights of Way occupied by Sound Transit for its Light Rail Transit System after construction pursuant to this Agreement, as shown on the record drawings of the Final Right-of-Way Plans approved by the Director of Seattle Transportation on file with the City Clerk.

Attachment 1

SOUND TRANSIT-CITY OF SEATTLE ROW AGREEMENT

June 12, 2000

1.11 Passenger. "Passenger" means any person who is not an employee of Sound Transit, and who is aboard any Sound Transit Light Rail Transit System vehicle.

1.12 Public Rights of Way. "Public Rights of Way" means the areas above, below, on and over public streets and easements which, under the City Charter, the Seattle Municipal Code, the City ordinances, and applicable laws, the City has authority to grant rights of way, permits, or licenses for use thereof or has regulatory authority therefor.

1.13 Routine Maintenance and Operation. "Routine Maintenance and Operation" means Sound Transit's maintenance and operation of the Light Rail Transit System that does not require (i) the excavation of soil that would alter or disturb the Public Rights of Way; or (ii) the use of heavy machinery within fifty (50) feet of or upon the Public Rights of Way.

1.14 Sound Transit. "Sound Transit" means the Central Puget Sound Regional Transit Authority, and any other entity to the extent such entity, as permitted under this Agreement, is exercising any rights to operate the Light Rail Transit System over any portion of the Light Rail Transit Way pursuant to a specific written grant of such rights by Sound Transit.

1.15 Third Party. "Third Party" means any person other than the City or an employee of the City, and any person other than Sound Transit, or an employee of Sound Transit.

SECTION II. GRANT OF RIGHTS BY THE CITY

2.1 Grant of Non-Exclusive Use of a Light Rail Transit Way. The City grants to Sound Transit a non-exclusive use of portions of certain Public Rights of Way, the general location of which is described and depicted on Exhibits "A" and "B" hereto, to be known as a Light Rail Transit Way, to construct, operate, maintain, and own a Light Rail Transit System in, upon, above, beneath and along the Light Rail Transit Way in accordance with the terms and conditions of this Agreement. The Light Rail Transit Way shall be limited to the areas described generally in the plans and profile drawings contained in Exhibit "C" hereto and more fully described in the Final Right-of-Way Plans. The Director of Seattle Transportation and Sound Transit's Director of Light Rail shall, from time to time, jointly revise and modify Exhibit "C" to conform to the Final Construction Plans and the Final Right-of-Way Plans as long as the revisions are, in their judgment, within the scope and intent of Exhibit "C". This grant shall take effect upon the filing with the City Clerk by the Director of Seattle Transportation of approved Final Construction Plans and Final Right-of-Way Plans. Sound Transit expressly agrees that it will construct, operate and maintain the Light Rail Transit System in compliance with this Agreement and all applicable City ordinances, state and federal laws.

2.2 Rights Limited to Light Rail Transit System. The non-exclusive use of a Light Rail Transit Way is granted solely for the purpose of construction, maintenance, operation,



and ownership of the Light Rail Transit System detailed in the Final Construction Plans, and for no other purpose. Sound Transit intends, and shall have the right, to use the Light Rail Transit Way solely for Light Rail Transit System uses. Sound Transit agrees that it shall not, without the City's written consent, construct on or along the Light Rail Transit Way any additions to or expansions of the Light Rail Transit System subsequent to the construction done in accordance with the Final Construction Plans and the Final Right-of-Way Plans. Notwithstanding the foregoing, nothing contained herein shall prevent Sound Transit from replacing Light Rail Transit Facilities or equipment existing after construction.

2.3 Work Permitted in Light Rail Transit Way. Sound Transit understands and agrees that during the normal course of Light Rail Transit Way use, the City may engage in construction, maintenance, demolition, leasing, licensing, permitting, and similar activities that have the potential to cause interruption to the Light Rail Transit System. Sound Transit understands and agrees that such activities may be caused, from time to time, by reasons including but not limited to: (1) traffic conditions, (2) public safety, (3) Public Rights of Way construction, (4) Public Rights of Way repair (including resurfacing or widening), (5) change of Public Rights of Way grade, and (6) construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, traffic control devices, tracks, communications systems, public works, public facilities or improvements, or any utilities. The City agrees that such activities, to the extent they are permitted or controlled by the City, shall not occur within the Light Rail Transit Way without written notice to Sound Transit forty-eight (48) hours prior to commencement of the work, unless an Emergency exists as defined herein. Any such activities done by or for the City shall be undertaken in a manner that minimizes, to the extent possible, disruption to operation of the Light Rail Transit System.

2.4 Non-Exclusive Use. Sound Transit understands that the rights granted herein are non-exclusive. The City shall have the right to agree to other non-exclusive uses or occupancies of the Light Rail Transit Way. The City agrees that such uses or occupancies shall not unreasonably impair the ability of Sound Transit to operate the Light Rail Transit System.

2.5 Use Restricted. This Agreement does not authorize the provision of any services by Sound Transit other than the services strictly related to the operation of the Light Rail Transit System. Sound Transit's use of the Light Rail Transit Way for anything other than a Light Rail Transit System shall require written permission from the City.

2.6 Ownership. Sound Transit shall own all tracks and other Light Rail Transit Facilities on the Light Rail Transit Way, including, without limitation, improvements constructed at the cost and expense of Sound Transit. Nothing in this Agreement shall be construed as granting to Sound Transit any interest or right in the Light Rail Transit Way or the improvements on the Light Rail Transit Way other than the rights expressly provided herein.

2.7 No Rights by Implication. No rights shall pass to Sound Transit by implication. Without limiting the foregoing, by way of example and not limitation, this Agreement shall not include or be a substitute for:



- A. Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City; or
- B. Any permit, agreement or authorization required in connection with operations on or in public streets or property, including by way of example and not limitation, street cut permits; or
- C. Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Agreement.

2.8 Utilities Agreements. This Agreement shall not be read to diminish, or in any way affect, the authority of the City to control and charge for the use of the light, water, storm, solid waste, and wastewater utilities. Therefore, if Sound Transit desires to use such utilities it must obtain necessary agreements or consents for such uses, as may be required by the City, which agreements or consents shall not be unreasonably withheld.

SECTION III. CONSTRUCTION

3.1 Approval of Construction. Sound Transit shall obtain the approval of the Director of Seattle Transportation of all Light Rail Transit Facility Final Construction Plans for work in the Public Rights of Way prior to any such work commencing. When approving Final Construction Plans for Light Rail Transit Facilities, including Light Rail Transit Stations, transit station access and supporting passenger service amenities, the Director may impose conditions to ensure consistency with the Seattle Design Guidelines for Link Light Rail to be developed by the City and Sound Transit. Final Construction Plans must be accompanied by Final Right-of-Way Plans. Approval for construction shall consist of the issuance of a construction permit or permits by Seattle Transportation, for each project section or contract to be constructed by Sound Transit within the Public Rights of Way.

3.2 Entry upon Light Rail Transit Way. Sound Transit, its employees and agents, shall have the right, as defined and limited pursuant to Section VI of this Agreement, to enter upon the Light Rail Transit Way for the purpose of constructing, operating and maintaining the Light Rail Transit Facilities.

3.3 Record Drawings. As promptly as possible, but in no event later than six (6) months after each segment of the Light Rail Transit System is installed, Sound Transit shall furnish to the City record drawings of the Final Construction Plans and Final Right-of-Way Plans. Record Drawings are Mylars and associated electronic files prepared in AUTOCAD showing the as-built condition.

3.4 Temporary Use of Public Rights of Way. During construction of the Light Rail Transit System, Sound Transit, with the prior written agreement of the City, may fence

Attachment 1

SOUND TRANSIT-CITY OF SEATTLE ROW AGREEMENT
June 12, 2000

portions of the Public Rights of Way for the temporary storage of construction equipment and materials, provided that such structures and fences (i) do not interfere with or disrupt in any way, other than in ways approved in advance by the City, the ordinary use of the right of way; and (ii) do not interfere with or disrupt in any way, other than in ways approved in advance by the City, the ordinary access to property on either side of the Public Rights of Way. Sound Transit shall not store or temporarily place any goods, materials, or equipment (i) near a roadway, intersection, or crossing in such a manner as to interfere with the sight distance of persons approaching such crossing; or (ii) within such greater distance as prohibited by the City; provided, however, that fuel and other hazardous substances shall not be stored unless approved by appropriate officials of the Seattle Fire Department.

3.5 Utilities During Construction. The City recognizes that the Light Rail Transit System is a public transportation improvement and as such will cooperate with Sound Transit by directing conflicting non-City owned utilities to relocate when necessary at their expense pursuant to Seattle Municipal Code Section 15.32.120. Sound Transit agrees that it will coordinate with all utilities to minimize utility relocation costs and related construction and will negotiate with non-City owned utilities on utility relocation costs and cost allocation. Sound Transit shall fully indemnify the City for any claim and undertake the defense of any litigation directed at the City arising from the City's exercise of its authority to direct such relocation to accommodate the construction of the Light Rail Transit System. The City shall cooperate fully with Sound Transit in the defense of any such claim. Notwithstanding the foregoing, the parties agree that Sound Transit shall pay for any relocation or protection of City-owned utilities that the City determines is necessary due to construction or operation of the Light Rail Transit System. The specific allocation of costs of such relocation or protection shall be defined in a series of future agreements between the City and Sound Transit relating to the separate construction segments of the Light Rail Transit System, each agreement to be entered into before construction on the particular segment begins.

3.6 Compliance with Laws, Rules, and Regulation. Sound Transit, at Sound Transit's sole cost and expense, will furnish all materials, parts, components, equipment and structures necessary to construct and operate the Light Rail Transit System, or any part thereof, in accordance with this Agreement. Any and all work by Sound Transit shall be done in a good and workmanlike manner, in conformity with all applicable engineering, safety, and other statutes, laws, ordinances, regulations, rules, codes, orders, or specifications of any public body or authority having jurisdiction.

3.7 Installation. All facilities and installations must meet or exceed applicable specifications of the City and be in compliance with all existing federal, state and local laws, ordinances and regulations.

3.8 Track Support. During any work of any character by Sound Transit at locations of the Light Rail Transit Facilities, and in accordance with the Final Construction Plans, Sound Transit will support the tracks and roadbed of the Light Rail Transit System in such manner as is necessary for the safe operation of the Light Rail Transit System and ordinary use of the Public Rights of Way.

3.9 Imminent Danger. If, during construction, there is an Emergency or the Light Rail Transit System creates, or is contributing to, an imminent danger to health, safety, or property that Sound Transit is unable to immediately address, the City may protect, support, temporarily disconnect, remove, or relocate any or all parts of the Light Rail Transit System without prior notice, and charge Sound Transit for costs incurred. The City shall provide notice of such danger as soon as practicable.

3.10 Accommodation of Moving Structures. Sound Transit shall, on the request of any Third Party holding a valid permit issued by a governmental authority, temporarily raise or lower its wires to permit the moving of buildings or other objects. Sound Transit may require that the expense of such temporary removal or raising or lowering of wires be paid in advance by the Third Party requesting the same.

3.11 Information Regarding Ongoing Work. In addition to providing notice to the public of ongoing work as may be required under applicable law, Sound Transit shall:

- A. Establish effective communication with residents and businesses; develop and implement a public relations plan that will provide that local residents and businesses are fully informed about potentially significant disruptions, such as temporary street closures, changes in transit service, and parking availability. Sound Transit will work with community and neighborhood groups prior to and through the construction process to identify types of impacts that would occur and to work on ways to reduce those impacts.
- B. Develop a 24-hour monitoring center that provides telephone access for the public to get construction information and to make complaint and incident reports.
- C. Develop a multi-media public information program to provide information regarding street closures, hours of construction, business access, and parking impacts.
- D. Provide a community ombudsman.
- E. Maintain access to businesses during construction activities.
- F. Clearly identify, and make accessible, paths to and from major transportation facilities, such as designated pedestrian routes, bicycle lanes, bus routes and stops, designated truck routes, and tunnel entrances.
- G. Work with affected business owners, chambers of commerce, merchants associations and others to develop a business-marketing program to minimize business disruption during construction. The program could include a shuttle bus or increased transit service to



affected areas, additional signage, advertising and promotion, and incentives to attract and retain customers.

- H. Request the assistance of local ethnic community organizations to help tailor business-marketing programs to the specific needs of ethnic business owners whose customers are mainly from a single ethnic group.
- I. Work with Community Capital Development and/or similar organizations to assist affected businesses in gaining access to technical assistance and small business loans or grants.
- J. Coordinate street sweeping services in construction areas with construction activity, particularly areas with surrounding residential and retail development.
- K. Provide business cleaning services on a case-by-case basis.
- L. Work with local school districts to educate school officials and children about the light rail system and safe street-crossing procedures, especially on at-grade sections.
- M. Provide regular updates to assist public school officials in providing advance and ongoing notice to students and parents concerning construction activity near schools.
- N. Develop a mitigation commitment tracking system that will provide a computerized record of all mitigation commitments and a means to track progress toward meeting those commitments.
- O. Follow standard construction safety measures, such as installation of advance warning signs, highly visible construction barriers, and the use of flaggers.
- P. Post advance notice signs prior to construction in areas where surface construction activities will affect access to surrounding businesses.
- Q. Use lighted or reflective signage to direct drivers to truck haul routes, to provide visibility during nighttime work hours.

3.12 Restoration of Public Rights of Way. Sound Transit shall promptly repair any and all Public Rights of Way and public property that is disturbed or damaged during the construction of its Light Rail Transit System to substantially the same condition, or in the case of street surfaces, better condition if reasonably necessary. In the event Sound Transit does not comply with the foregoing requirement, the City may, upon reasonable advance notice to

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Sound Transit, take the actions to restore the Public Rights of Way or public property at Sound Transit's sole cost and expense.

3.13 Federal Grant Conditions. Sound Transit's design and construction of the Project is subject to a financial assistance contract between Sound Transit and the United States Department of Transportation (hereinafter "U.S. DOT"), Federal Transit Administration ("FTA"). Both parties recognize that the FTA may request a change to this Agreement to comply with its funding requirements.

SECTION IV. PERMITS

4.1 Permits and Licenses. Sound Transit, at its sole cost and expense, shall (i) secure and maintain in effect, all federal, state and local permits and licenses required for the construction, operation and maintenance of the Light Rail Transit System, including, without limitation, crossing, zoning, building, health, environmental, and communication permits and licenses; and (ii) indemnify the City against payment of the costs thereof and against any fines or penalties that may be levied for failure to procure, or to comply with, such permits or licenses, as well as any remedial costs incurred by the City in curing any such failures. The City shall cooperate with and assist Sound Transit in securing and maintaining any such permits or licenses.

4.2 City Shall Not Hinder. The City shall not hinder Sound Transit's attempts to secure, obtain, and maintain, at Sound Transit's sole cost and expense, any permits, licenses or approvals of other governmental agencies or authorities, or of any necessary Third Parties, for the use of any structures or facilities (including streets, roads or utility poles).

SECTION V. ENTRY NOTICE

5.1 Access. Sound Transit, its employees and agents shall have access to the Public Rights of Way in connection with Sound Transit's construction, operation, and maintenance of the Light Rail Transit System as is reasonably necessary in accordance with this Agreement; provided however, except to the extent expressly provided in this Agreement, this right of access shall not be deemed to require the City to take any actions or expend any funds to enable such persons to exercise such rights of access, and provided further that such access may not interfere with or disrupt in any way, other than in ways approved in advance by the City, the use of the Light Rail Transit Way by the City or Third Parties in and along the Light Rail Transit Way.

5.2 Notice Prior to Initial Entry. During construction, Sound Transit shall give the City at least forty-eight (48) hours' written notice before initial entry upon any portion of the Public Rights of Way for construction purposes.

5.3 Entry after Construction. After construction, any entry by Sound Transit onto the Public Rights of Way that is not pursuant to the Routine Maintenance and Operation of



the Light Rail Transit System or for purposes relating to an Emergency shall require (i) advance written notice from Sound Transit to the City not less than ten (10) days prior to Sound Transit's planned entry, with notice to specify the purpose of the entry; (ii) if entry involves any new construction, or removal of any portion of the Light Rail Transit System, plans as required by direction of the Director of Seattle Transportation showing in detail the proposed new construction, reconstruction, or removal; and (iii) approval by the City, which approval shall not be unreasonably withheld or delayed, taking into account the nature of the proposed entry.

5.4 Entry for Routine Maintenance and Operation. During Routine Maintenance and Operation, Sound Transit personnel may enter the Public Rights of Way without notice to the City, as long as such entry is for the sole purposes of Routine Maintenance and Operation.

5.5 Emergency Access. In the event of an Emergency that interrupts or significantly disrupts operation of the Light Rail Transit System and for purposes of taking immediate corrective action, Sound Transit personnel may enter the Public Rights of Way without notice to the City, as long as such entry is for the sole purpose of addressing the Emergency, provided, however, that if any entry for such purposes is likely to require excavation of soil that would alter or disturb the Public Rights of Way or use of heavy machinery within fifty (50) feet of or upon the Public Rights of Way, Sound Transit shall give the City verbal or telephonic notice of the places where and the manner in which entry is required, prior to such entry, promptly followed by written notice.

SECTION VI. OPERATION, MAINTENANCE, AND REPAIR IN STREETS AND RIGHTS OF WAY

6.1 Compliance with Laws, Rules, and Regulations. Sound Transit shall operate, maintain, and repair its Light Rail Transit System in compliance with all federal, state, and local laws, ordinances, departmental rules and regulations and practices affecting such system, which includes, by way of example and not limitation, the obligation to operate, maintain, and repair in accordance with the City's Land Use Code and construction codes, and City street and utility standards. In addition, the operation, maintenance, and repair shall be performed in a manner consistent with industry standards. Sound Transit shall exercise reasonable care in the performance of all its activities and shall use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

6.2 Permits Required. Except in cases of emergency repairs, Sound Transit's operation, maintenance, or repair of its Light Rail Transit System shall not commence until all required permits have been properly applied for and obtained from the proper City officials and all required permits and associated fees paid, including, but not limited to the costs of permit application review and inspection. In case of emergency repairs, appropriate permits shall be applied for no later than the second business day following repairs.

6.3 Level of Operation/Maintenance. All facilities shall be operated and maintained in such a manner as to minimize disruption to other users of the Public Rights of Way. All facilities shall be maintained to a standard of safety and aesthetics acceptable to and in accordance with standards adopted from time to time by the City.

6.4 Appointment of Operator. Sound Transit may appoint an operator as Sound Transit's agent to exercise some or all of Sound Transit's rights under this Agreement, subject to the terms and conditions of this Agreement.

6.5 Regulatory Approvals. Sound Transit and its operator shall obtain and maintain all federal, state and/or local regulatory approvals as may be required for the operation of the Light Rail Transit System.

6.6 Responsibility for Equipment. The City shall have no responsibility for inspecting, maintaining, servicing or repairing any trains or other equipment used by Sound Transit as part of the Light Rail Transit System, but all such equipment shall at all times comply with applicable federal, state, and local governmental requirements.

6.7 Prompt Repair. Sound Transit shall promptly repair any and all Public Rights of Way, public property, or private property that is disturbed or damaged during the operation, maintenance, or repair of its Light Rail Transit System. Public property and Public Rights of Way must be restored to substantially the same condition as before the disturbance or damage occurred, or in the case of street surfaces, better condition if reasonably necessary.

6.8 Imminent Danger. In the event of an Emergency, or where the Light Rail Transit System creates, or is contributing to, an imminent danger to health, safety, or property, that Sound Transit is unable to immediately address, the City may protect, support, temporarily disconnect, remove, or relocate any or all parts of the Light Rail Transit System without prior notice, and charge Sound Transit for costs incurred. The City shall provide notice of such danger as soon as practicable.

6.9 No Crossing Gates Without Permission. Sound Transit will not install any crossing gates or other traffic control devices without the written consent of the City.

6.10 Traffic Signal Modifications. The City traffic signals shall be modified to accommodate operation of the Light Rail Transit System upon completion of construction work. Sound Transit shall submit to the City proposed modifications to traffic signals, which shall be subject to approval by the City prior to operation of Sound Transit's Light Rail Transit System. Sound Transit shall provide the City with all software components required for the traffic signal modification. Sound Transit shall provide the City with all hardware modifications to the City's equipment required by any modifications to traffic signals. The City shall approve the specifications for the software components and hardware before such software components and hardware have been procured or installed. Sound Transit shall pay all costs associated with the modification of traffic signals where necessary to accommodate the Light Rail Transit System, including direct labor of the City employees as well as indirect



costs in accordance with the City's standard cost allocation plan maintained by the appropriate City department.

SECTION VII. FACILITY LOCATION SIGNS

Sound Transit, at its sole cost, expense and risk, shall furnish, erect and thereafter maintain signs showing the location of all Sound Transit facilities. Signs shall be in conformance with applicable codes.

SECTION VIII. THIRD PARTY RIGHT OF WAY OWNERSHIP

This Agreement is not intended to cover and does not cover any occupancies over (i) rights of way or other land owned solely or jointly by any other person or entity, or (ii) any rights granted to the City by Third Parties. The City agrees to cooperate with Sound Transit to assist in its efforts to acquire rights to use any joint facilities or structures or such rights of way or land owned by others along the Light Rail Transit Way.

SECTION IX. RELOCATIONS

If the City desires the relocation of a portion of the Light Rail Transit Facilities to accommodate the City, the City shall notify Sound Transit of such fact, and Sound Transit shall consult with the City regarding such request.

SECTION X. LIABILITY, INDEMNIFICATION

Sound Transit hereby agrees to indemnify, defend, and hold the City harmless from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses (including, without limitation, reasonable attorneys' fees) paid by the City and arising or growing out of or in connection with or resulting from, either directly or indirectly, the construction, maintenance, operation, repair, removal, occupancy, and use of the Light Rail Transit System in the Light Rail Transit Way by Sound Transit, unless such claims arise from the sole or partial negligence, actions or inaction of the City, its employees, servants, agents, contractors, subcontractors or persons using the Light Rail Transit System with permission of the City.

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



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Sound Transit expressly assumes potential liability for actions brought by Sound Transit's employees and agents against the City and, solely for the purpose of this indemnification, expressly waives any immunity under the Industrial Insurance Law, Title 51 RCW. Sound Transit acknowledges that this waiver was entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

SECTION XI. INSURANCE

Sound Transit shall maintain, throughout the term of this Agreement and for six (6) years after its termination, insurance adequate to protect the City against claims that may arise as a result of the construction, operation, or maintenance of the Light Rail Transit System in the Light Rail Transit Way, including, without limitation: (i) comprehensive general liability insurance; (ii) property damage liability insurance (including coverage for explosion, collapse, and instability); (iii) workers' compensation insurance (to the extent required by law); (iv) employer's liability insurance; and (v) comprehensive auto liability coverage (including owned, hired, and non-owned vehicles).

Sound Transit shall carry such insurance with responsible insurers or self-insure or participate in an insurance pool or pools at levels of coverage or with reserves adequate, in the reasonable judgment of Sound Transit, to protect Sound Transit and the City against loss, and as are ordinarily carried by municipal or privately owned entities engaged in the operation of systems comparable to the Light Rail Transit System.

Sound Transit shall file with the City's Risk Manager certificates of insurance reflecting evidence of the required insurance and naming the City as an additional insured where appropriate. The certificates shall contain a provision that coverage will not be canceled until at least 30 days' prior written notice has been given to the City.

If Sound Transit fails to maintain the required insurance, the City may order Sound Transit to stop operating the Light Rail Transit System in the Light Rail Transit Way until the required insurance is obtained.

SECTION XII. LIENS

12.1 The Light Rail Transit Way is not subject to a claim of lien. In the event that any City property becomes subject to any claims for mechanics', artisans' or materialmen's liens, or other encumbrances chargeable to or through Sound Transit which Sound Transit does not contest in good faith, Sound Transit shall promptly, and in any event within thirty (30) days, cause such lien claim or encumbrance to be discharged or released of record (by payment, posting of bond, court deposit or other means), without cost to the City, and shall indemnify the City against all costs and expenses (including attorneys' fees) incurred in discharging and releasing such claim of lien or encumbrance. If any such claim or encumbrance is not so discharged and released, the City may pay or secure the release or discharge thereof at the expense of Sound Transit after first giving Sound Transit five (5)



business days' advance notice of its intention to do so. The City shall use its reasonable best efforts to keep Sound Transit's facilities free of all liens that may adversely affect the Light Rail Transit System.

12.2 Nothing herein shall preclude Sound Transit's or the City's contest of a claim for lien or other encumbrance chargeable to or through Sound Transit or the City, or of a contract or action upon which the same arose.

12.3 Nothing in this Agreement shall be deemed to give, and the City hereby expressly waives, any claim of ownership in and to any part or the whole of the Light Rail Transit Facilities except as may be otherwise provided herein.

SECTION XIII. TERM; TERMINATION

13.1 This Agreement shall be effective as of the date the last party signs and, unless sooner terminated pursuant to the terms hereof, shall remain in effect for so long as the Light Rail Transit Way is used for public transportation purposes.

13.2 Upon termination of this Agreement, Sound Transit agrees to prepare, execute and deliver to the City all documentation necessary to evidence termination of this Agreement or portion thereof so terminated. No such termination, however, shall relieve the parties hereto of obligations accrued and unsatisfied at such termination.

13.3 Upon the cessation of use of the Light Rail Transit Way for the Light Rail Transit System, to the extent any portion of it remaining in the Public Rights of Way or on any other public property is not removed by Sound Transit, the City, as expressed by ordinance, may deem it abandoned and it shall become the property of the City. If the City does not desire such ownership, Sound Transit shall remove any remaining portion of the Light Rail System.

13.4 Any order by the City issued pursuant to this Section remove the Light Rail Transit System in whole or in part shall be sent by registered or certified mail to Sound Transit not later than twenty-four (24) months following the date of termination of this Agreement, or, if later, the final resolution of any appeal of the termination.

13.5 Sound Transit shall file a written removal plan with the City not later than sixty (60) calendar days following the date of the receipt of any orders directing removal, or any consent to removal, describing the work that will be performed, the manner in which it will be performed, and a schedule for removal by location. The removal plan shall be subject to approval and regulation by the City. The affected property shall be restored to as good or better condition than existed immediately prior to removal.



SECTION XIV. REMEDIES; ENFORCEMENT

14.1 Remedies. The City has the right to exercise any and all of the following remedies, singly or in combination, in the event Sound Transit violates any provision of this Agreement:

- A. Commencing an action at law for monetary damages;
- B. Commencing an action for equitable or other relief;
- C. Seeking specific performance of any provision that reasonably lends itself to such remedy.

14.2 Cumulative Remedies. In determining which remedy or remedies for Sound Transit's violation are appropriate, a court may take into consideration the nature and extent of the violation, the remedy needed to prevent such violations in the future, whether Sound Transit has a history of previous violations of the same or similar kind, and such other considerations as are appropriate under the circumstances. Remedies are cumulative; the exercise of one shall not foreclose the exercise of others.

14.3 Failure to Enforce. Sound Transit shall not be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure of the City to enforce prompt compliance, and the City's failure to enforce shall not constitute a waiver of rights or acquiescence in Sound Transit's conduct.

SECTION XV. COVENANTS AND WARRANTIES

15.1 By execution of this Agreement, the City warrants:

- A. That the City has the full right and authority to enter into and perform this Agreement and any permits which may be granted in accordance with the terms hereof, and that by entering into or performing this Agreement the City is not in violation of its charter or by-laws, or any law, regulation or agreement by which it is bound or to which it is bound or to which it is subject; it being understood, however, that the covenant and warranty contained in this Section does not constitute a warranty, expressed or implied, by the City, of the right or rights granted by the City to Sound Transit hereunder; and
- B. That the execution, delivery and performance of this Agreement by the City has been duly authorized by all requisite corporate action, that the signatories for the City hereto are authorized to sign this Agreement, and that, upon approval by the City, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.



15.2 By execution of this Agreement, Sound Transit warrants:

- A. That Sound Transit has full right and authority to enter into and perform this Agreement in accordance with the terms hereof, and by entering into or performing under this Agreement, Sound Transit is not in violation of any of its agency governance rules, any law, regulation or agreement by which it is bound or to which it is subject; and
- B. That the execution, delivery and performance of this Agreement by Sound Transit has been duly authorized by all requisite Board action, that the signatories for Sound Transit hereto are authorized to sign this Agreement, and that the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

SECTION XVI. RECORDINGS, TAXES AND OTHER CHARGES

16.1 Sound Transit shall pay all transfer taxes, documentary stamps, recording costs or fees, or any similar expense in connection with the recording or filing of any permits which may be granted hereunder. Sound Transit further agrees that if it is determined by any federal, state or local governmental authority that the sale, acquisition, license, grant, transfer or disposition of any part or portion of the Light Rail Transit Facilities or rights herein described requires the payment of any tax, levy, excise, assessment, or charges (including, without limitation, property, sales or use tax) under any statute, regulation or rule, Sound Transit shall pay the same, plus any penalty and/or interest thereon, directly to said taxing authority and shall hold the City harmless therefrom. Sound Transit shall pay all taxes, levies, excises, assessments or charges, including any penalties and/or interest thereon, levied or assessed on the Light Rail Transit Facilities, or on account of their existence or use (including increases thereof attributable to such existence or use, and excluding taxes based on the income of the City), and shall indemnify the City against payment thereof. Sound Transit shall have the right to claim, and the City shall reasonably cooperate with Sound Transit in the prosecution of any such claim, for refund, rebate, reduction or abatement of such tax(es).

16.2 The City may pay any tax, levy, excise, assessment or charge, plus any penalty and/or interest thereon, imposed upon Sound Transit for which Sound Transit is obligated pursuant to this Section, if Sound Transit does not pay such tax, levy, excise, assessment, or charge when due. Sound Transit shall reimburse the City for any such payment made pursuant to the previous sentence, plus interest at the prime rate per annum, as published in the Wall Street Journal.

SECTION XVII. ASSIGNABILITY; BENEFICIARY

17.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assignees. No assignment hereof or sublease shall be



valid for any purpose without the prior written consent of the other party, and any attempt by one party to assign or license the rights or obligations hereunder without prior written consent will give the other party the right, at its written election, immediately to terminate this Agreement or take any other lesser action with respect thereto. The above requirement for consent shall not apply to (i) any disposition of all or substantially all of the assets of a party; (ii) any governmental entity merger, consolidation or reorganization, whether voluntary or involuntary; (iii) a sublease or assignment of this Agreement (in whole or in part) to a governmental entity; or (iv) a sale, lease, or other conveyance by the City, subject to those requirements set forth in this Agreement; provided however, that no sublease or assignment under (ii) or (iii) shall be permitted to a governmental entity not operating, constructing or maintaining a Light Rail Transit System on behalf of Sound Transit, and provided further that no unconsented assignment shall relieve Sound Transit of its obligations and liabilities under this Agreement.

17.2 Either party hereto may assign any monetary receivables due them under this Agreement; provided, however, such assignment shall not relieve the assignor of any of its rights or obligations under this Agreement.

17.3 Sound Transit acknowledges and agrees that the City may designate, in writing, a designee to (i) receive information (including information designated or identified as confidential) and notices under this Agreement, and (ii) provide certain approvals or consents required from the City under this Agreement. In the event of such designation, Sound Transit may rely on approvals or consents by such designee on behalf of the City as fully as if such actions were performed by the designator itself.

17.4 Neither this Agreement nor any term or provision hereof, or any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.

SECTION XVIII. NOTICES

18.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to (one copy each):

Central Puget Sound Regional Transit Authority
Attention: Light Rail Director
401 South Jackson Street
Seattle, WA 98104-2826

And to:

The City of Seattle
Attention: Director of Seattle Transportation
600 Fourth Avenue, Fourth Floor
Seattle, WA 98104-1850

or at such other addresses as may be designated in writing by the other party.

18.2 Unless otherwise provided herein, notices shall be sent by registered or certified U.S. Mail, or other verifiable physical or electronic transmission, and shall be deemed served or delivered to addressee, or its office, upon the date of actual receipt, return receipt acknowledgment, or, if postal claim notice is given, on the date of its return marked "unclaimed"; provided, however, that upon receipt of a returned notice marked "unclaimed," the sending party shall make reasonable effort to contact and notify the other party by telephone.

SECTION XIX. MISCELLANEOUS

19.1 This Agreement shall survive delivery and/or recordation of each permit that may be granted hereunder.

19.2 Each party shall be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed by the Parties.

19.3 Sound Transit shall not be deemed in default with provisions of this Agreement where performance was rendered impossible by war or riots, civil disturbances, floods or other natural catastrophes beyond Sound Transit's control; the unforeseeable unavailability of labor or materials; labor stoppages or slow downs or power outages exceeding back-up power supplies. This Agreement shall not be revoked or Sound Transit penalized for such noncompliance, provided that Sound Transit takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, and integrity of Sound Transit's employees or property, or the health, safety, and integrity of the public, Public Rights of Way, public property, or private property.

19.4 This Agreement may be amended only by a written instrument executed by each of the parties hereto. No failure to exercise and no delay in exercising, on the part of any party hereto, any rights, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein.

19.5 This Agreement constitutes the entire agreement of the parties with respect to the subject matters hereof, and supersedes any and all prior negotiations (oral and written), understandings and agreements with respect hereto.

19.6 Section headings are intended as information only, and shall not be construed with the substance of the section they caption.

19.7 In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate.

19.8 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

SECTION XX. LEGAL FORUM

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.

SECTION XXI. INTERPRETATION

This Agreement is executed by all parties under current interpretations of applicable federal, state or local statute, ordinance, law or regulation.

SECTION XXII. SEVERABILITY

22.1 In case any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

22.2 Notwithstanding the foregoing, the material provisions of this Agreement are not severable. In the event that a court, agency or legislature of competent jurisdiction acts or declares any nonmaterial provision of this Agreement is unenforceable according to its terms, or otherwise void, said provision shall be considered a separate, distinct, and independent part of this Agreement, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that a court, agency or legislature of competent jurisdiction acts so that, or declares that, any material provision of this Agreement is unenforceable according to its terms, or is otherwise void, the City and Sound Transit agree to immediately enter into negotiations in good faith to restore the relative burdens and benefits of this Agreement, consistent with applicable law. If the City and Sound Transit are unable to agree to a modification of this Agreement within sixty (60) days, either party may resort to litigation. Sound Transit and the City agree to participate in up to sixteen (16) hours of negotiation during the sixty (60)-day period.

22.3 Notwithstanding the foregoing, if either Sound Transit or the City believes a provision is not material, it must commence an action challenging the materiality within fourteen (14) days of a request by the other that it enter into negotiations. The obligation to negotiate is not tolled, and the City and Sound Transit must discharge their negotiation responsibility notwithstanding the dispute as to materiality. If there is a dispute as to materiality, the remedies provided for in the preceding paragraph shall be additive, not alternative. The remedies provided for herein do not prevent the City or Sound Transit from contending that a particular provision is enforceable, or foreclose any remedies if a provision is enforceable.

IN WITNESS WHEREOF, each of the parties hereto has executed this Light Rail Transit Way Agreement by having its authorized representative affix his/her name in the appropriate space below:

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

By: _____
Signature

Print or type name

Date: _____

Approved as to form:

By: _____

Print or type name
Legal Counsel

THE CITY OF SEATTLE

By: _____
Signature

Print or type name

Date: _____

Authorized by Ordinance _____

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.



**Exhibit A:
General Description of Light Rail Alignment, Station Locations, and
Maintenance Base Location**

Segment A (Northgate to University District): Potential route and station locations identified and evaluated in the EIS but not yet selected.

Segment B (University District to Westlake Station)

Route: Tunnel under University District, ship canal, Capitol Hill and First Hill

Stations:

15th Avenue N.E. south of N.E. 45th Street, tunnel station on east side of 15th
15th Avenue N.E. at N.E. Pacific Street, tunnel station
Capitol Hill – Broadway E. near E. John Street, tunnel station (under Broadway)
First Hill – Madison Street near Broadway, tunnel station

Segment C (Westlake Station to S. McClellan Street)

Route: Use existing Downtown Seattle Transit Tunnel (DSTT). South of downtown, use E 3 busway rising to elevated structure turning east along south side of S. Forest Street, and then to tunnel under Beacon Hill

Stations:

Westlake
University Street
Pioneer Square
International District
E-3 Busway at S. Royal Brougham Way (partial construction until additional funding is secured)
E-3 Busway, north of S. Lander Street
Beacon Avenue S. at S. Lander Street, tunnel (partial construction until additional funding is secured)

Segment D (S. McClellan Street to Boeing Access Road)

Route: Elevated out of Beacon Hill tunnel, then turning south on Martin Luther King, Jr. Way S., at-grade in median

Stations:

S. McClellan Street, elevated
S. Edmunds Street, at-grade
S. Othello Street, at-grade
S. Henderson Street, at-grade

Maintenance Base

Rainier Brewery / Roadway Express site, which extends from 7th Avenue S. to Airport Way S., and from S. Forest Street to south of S. Hind Street.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.



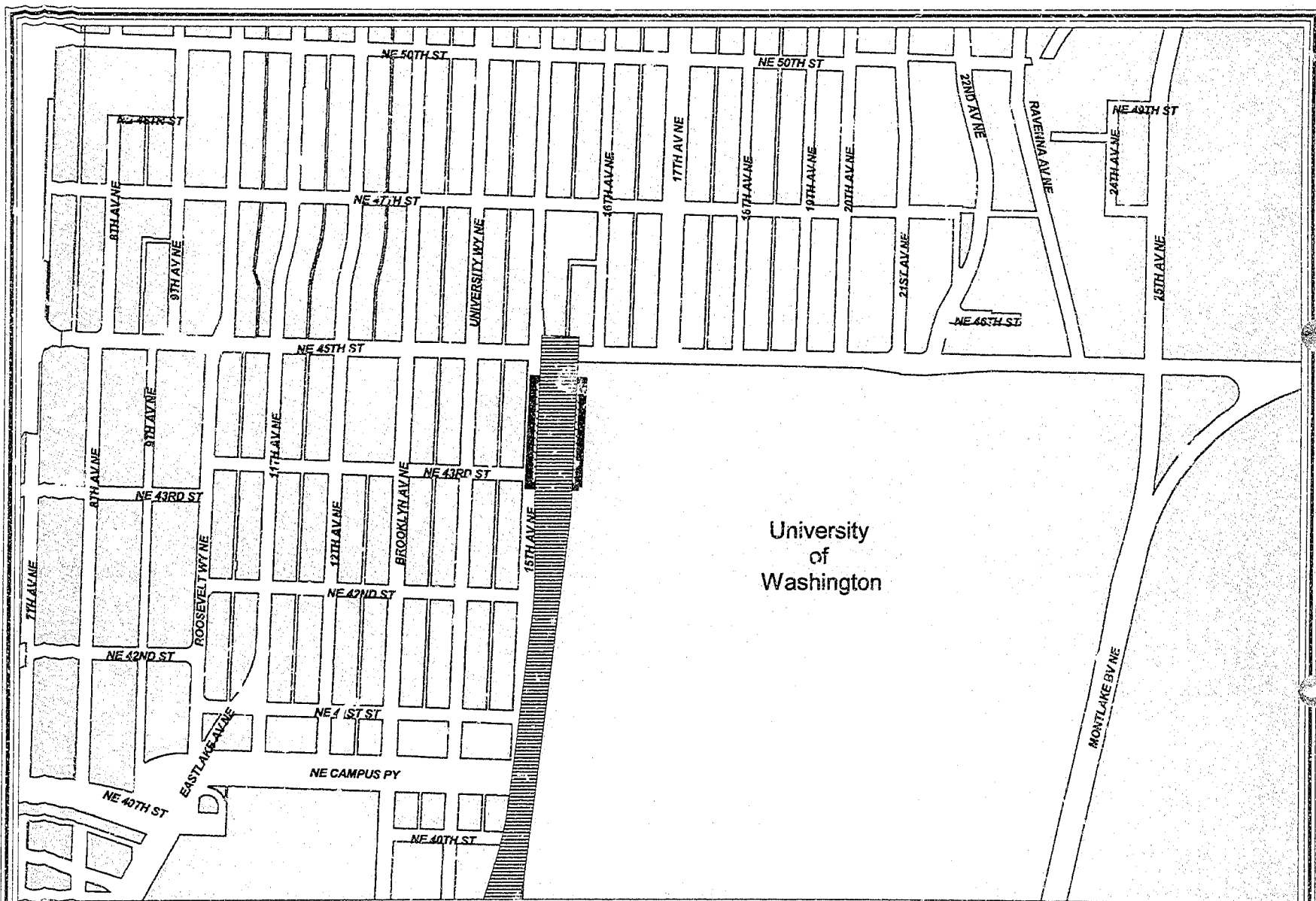


Exhibit B: Light Rail Alignment, Station Locations,
and Maintenance Base Location (Map 1 of 21)

20 February 2000
Produced by SPU-GIS@Sound Transit.

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Alignment Track Area - TUNNEL (Red)



Alignment Track Area - AERIAL (Blue)



Station



0 500 Feet



SOUND TRANSIT

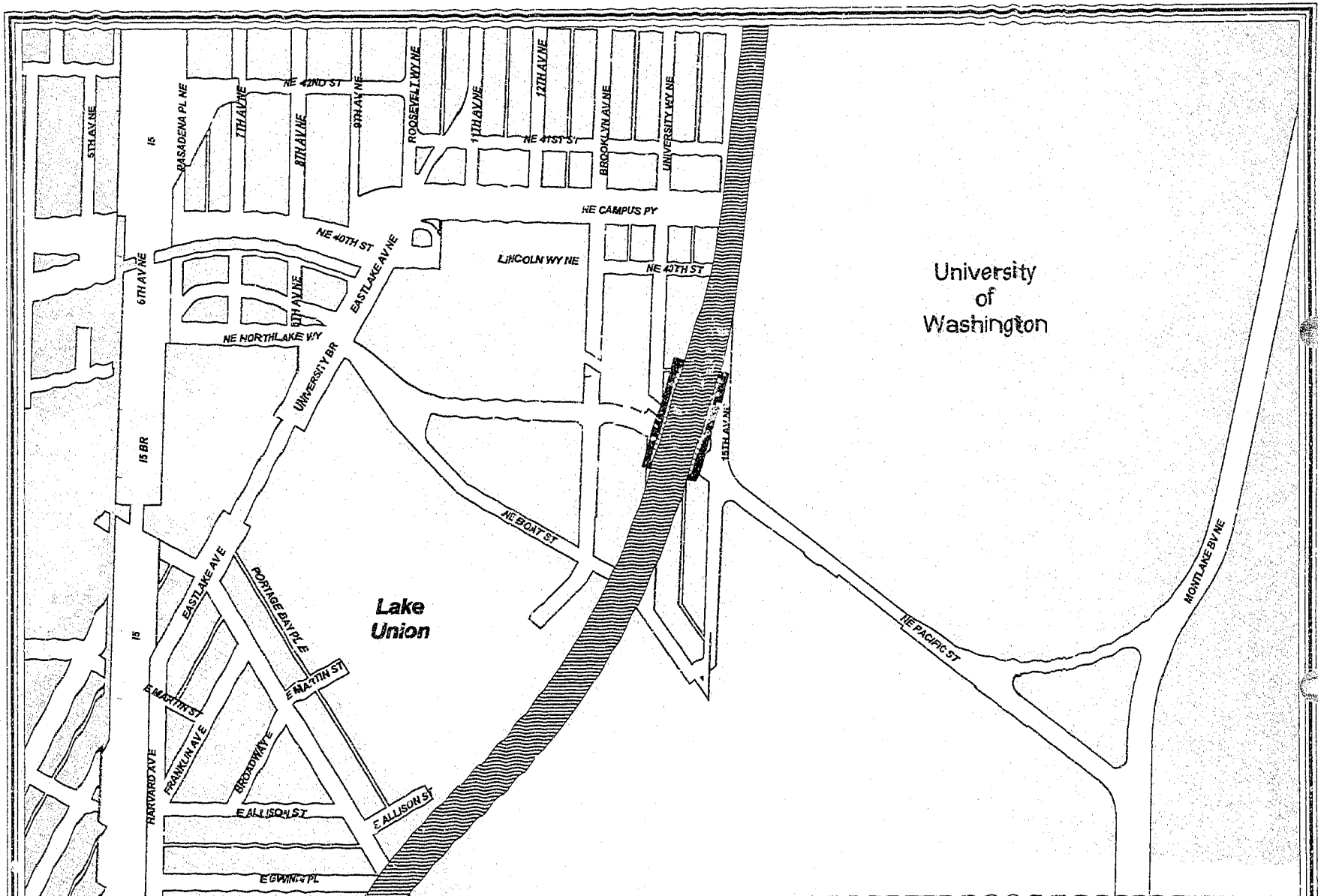


Exhibit B: Light Rail Alignment, Station Locations,
and Maintenance Base Location (Map 2 of 21)

23 February 2000
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Alignment Track Area - TUNNEL (Red)



Alignment Track Area - AT-GRADE (Green)



Alignment Track Area - AERIAL (Blue)



Station



0 500 Feet



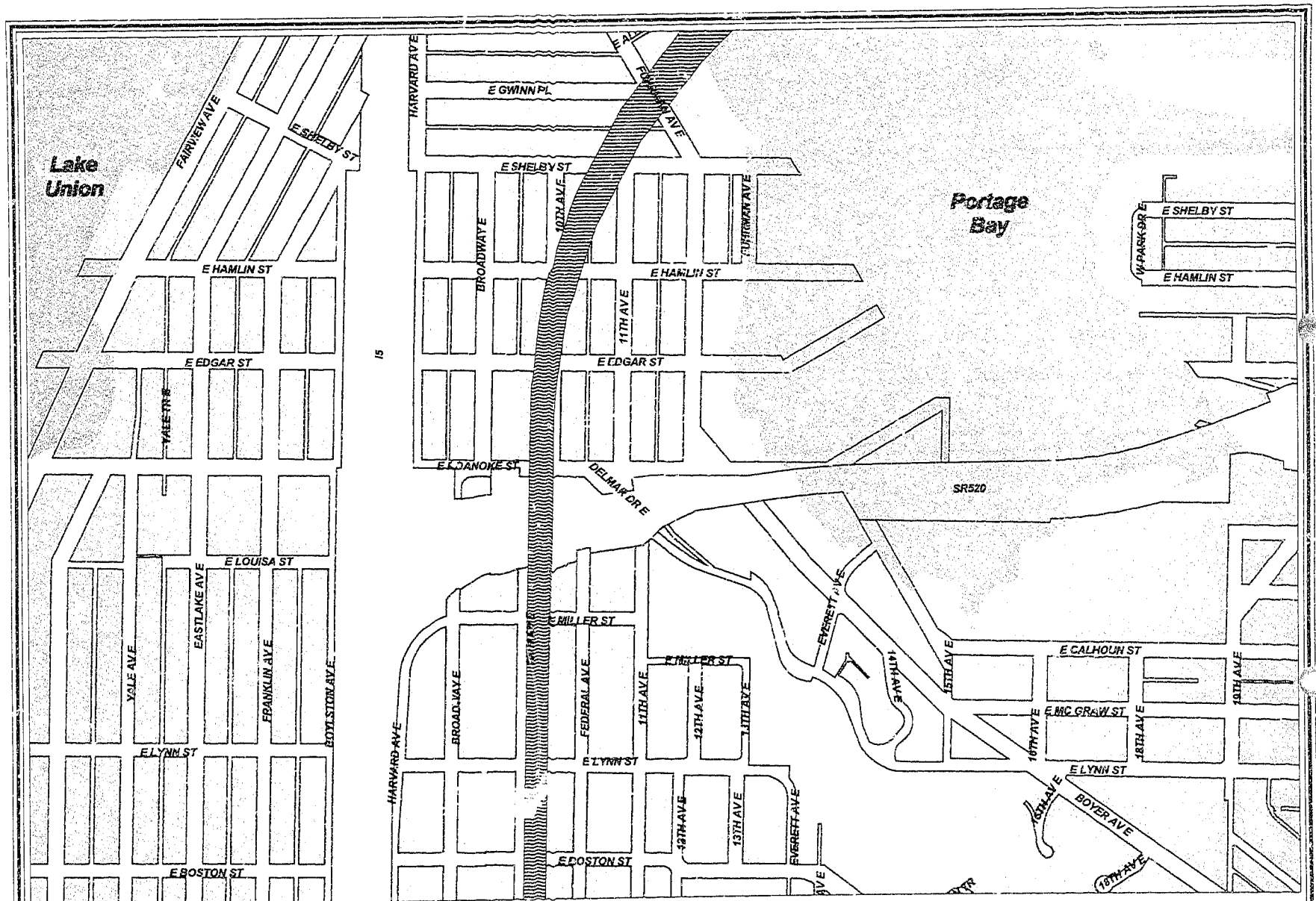


Exhibit B: Light Rail Alignment, Station Locations,
and Maintenance Base Location (Map 3 of 21)

23 February 2000
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Alignment Track Area - TUNNEL (Red)

Alignment Track Area - AT-GRADE (Green)



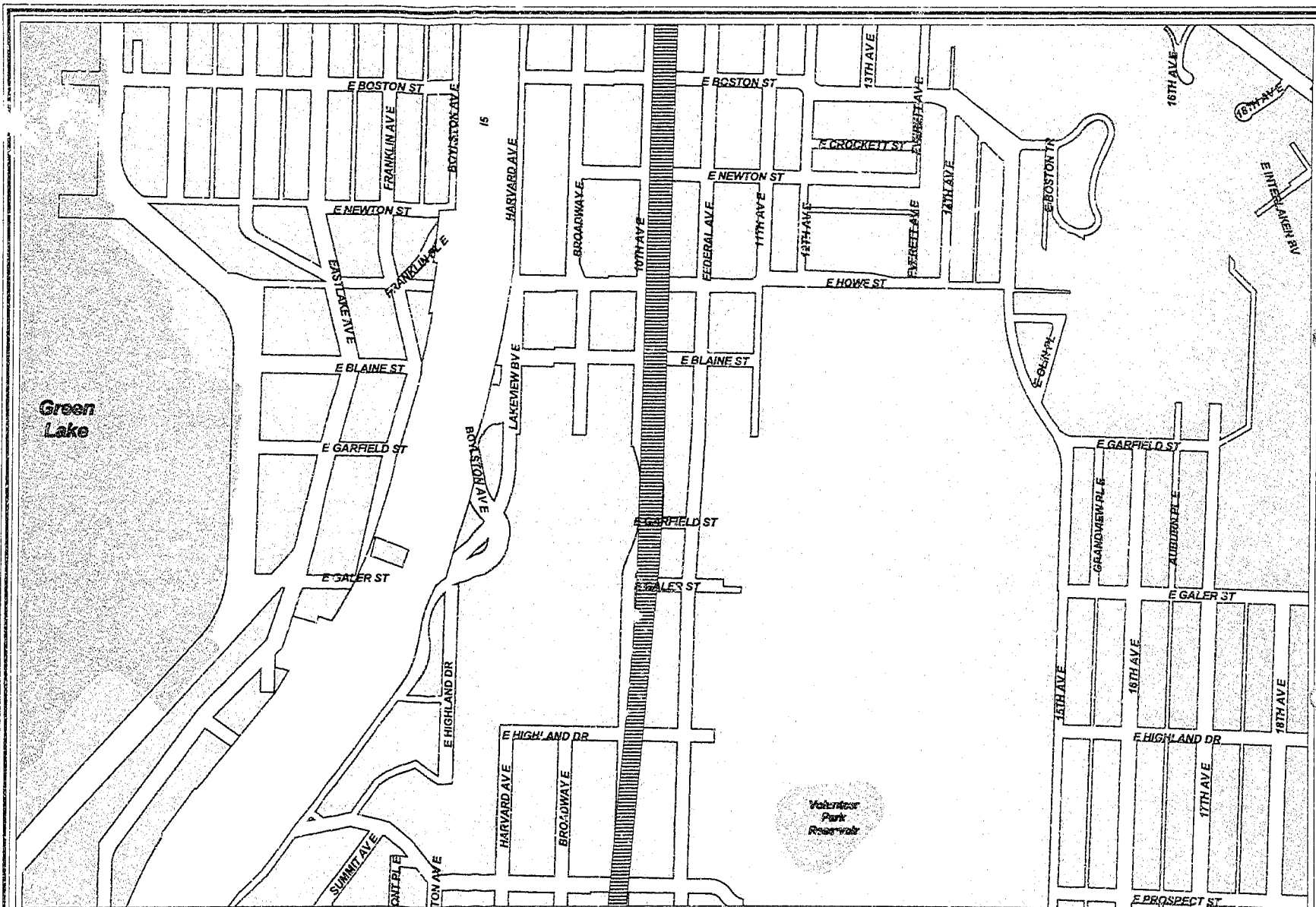
Alignment Track Area - AERIAL (Blue)

Station



0 500 Feet





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Alignment Track Area - TUNNEL (Red)

Alignment Track Area - AT-GRADE (Green)



Alignment Track Area - AERIAL (Blue)

Station



0 500 Feet



Exhibit B: Light Rail Alignment, Station Locations,
and Maintenance Base Location (Map 4 of 21)

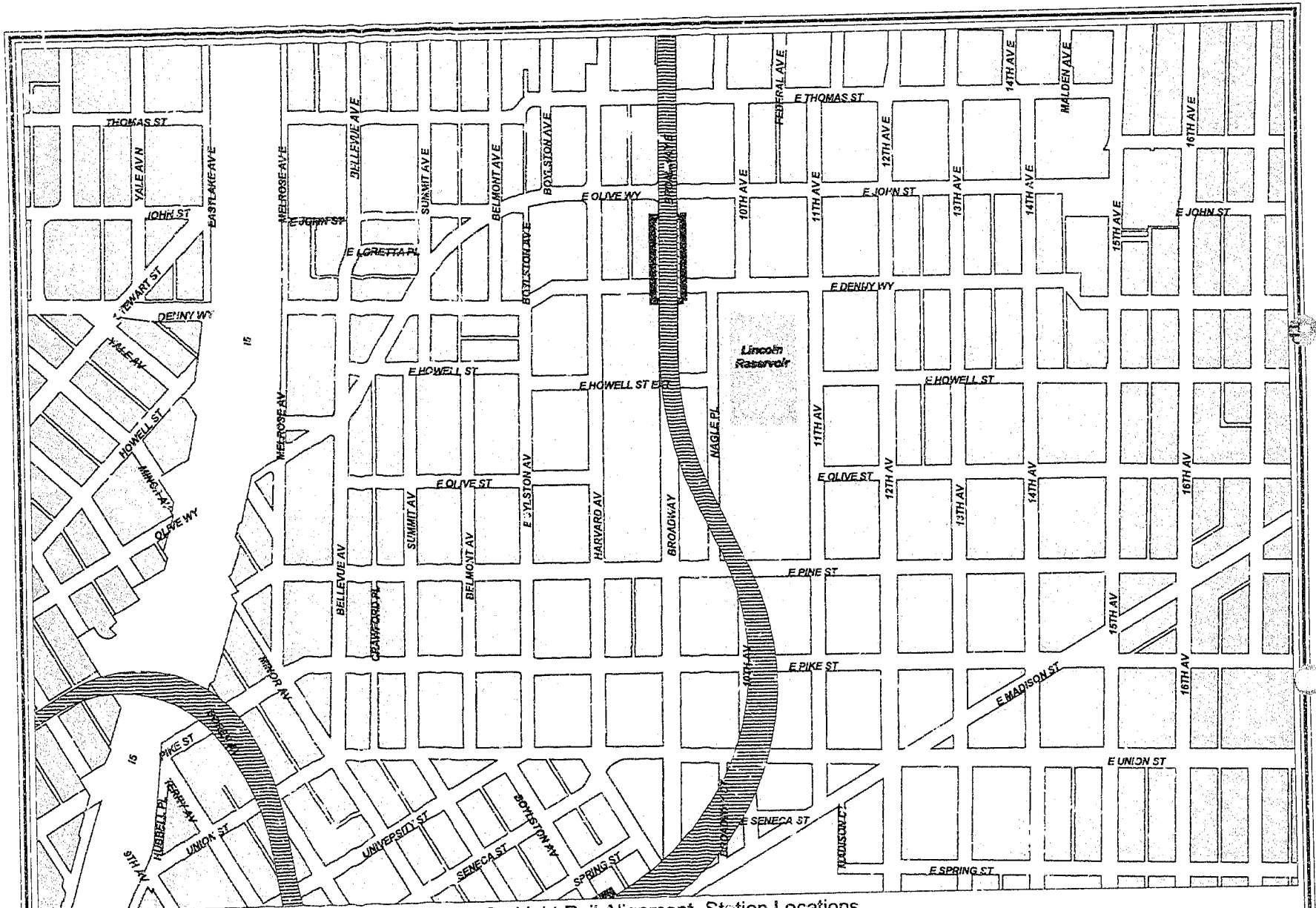


Exhibit B: Light Rail Alignment, Station Locations,
and Maintenance Base Location (Map 6 of 21)

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Alignment Track Area - TUNNEL (Red)
Alignment Track Area - AERIAL (Blue)
Alignment Track Area - AT-GRADE (Green)



Alignment Track Area - AERIAL (Blue)
Station



0 500 Feet



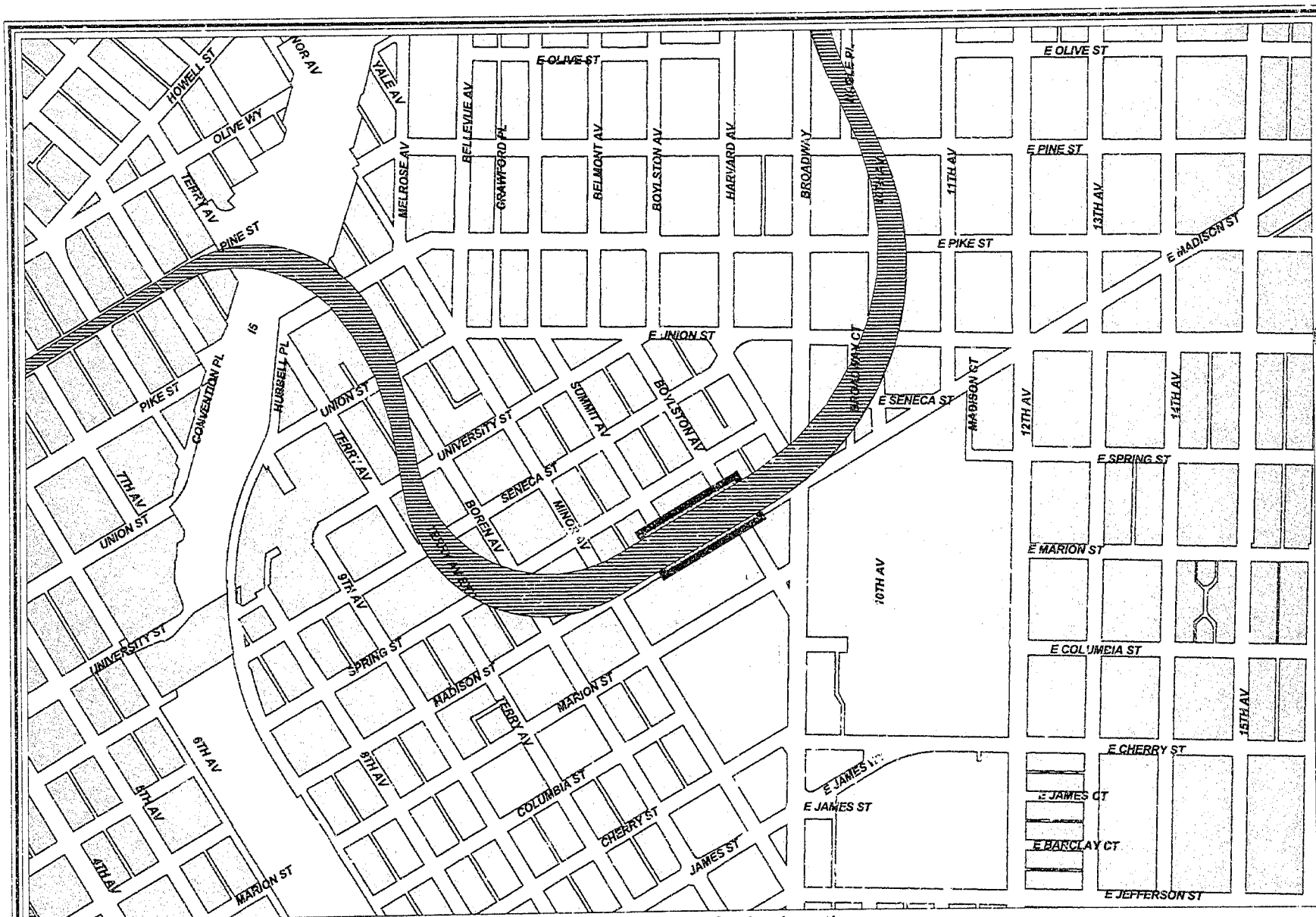


Exhibit B: Light Rail Alignment, Station Locations,
and Maintenance Base Location (Map 7 of 21)

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Alignment Track Area - TUNNEL (Red)
Alignment Track Area - AT-GRADE (Green)

Alignment Track Area - AERIAL (Blue)
Station



0 500 Feet



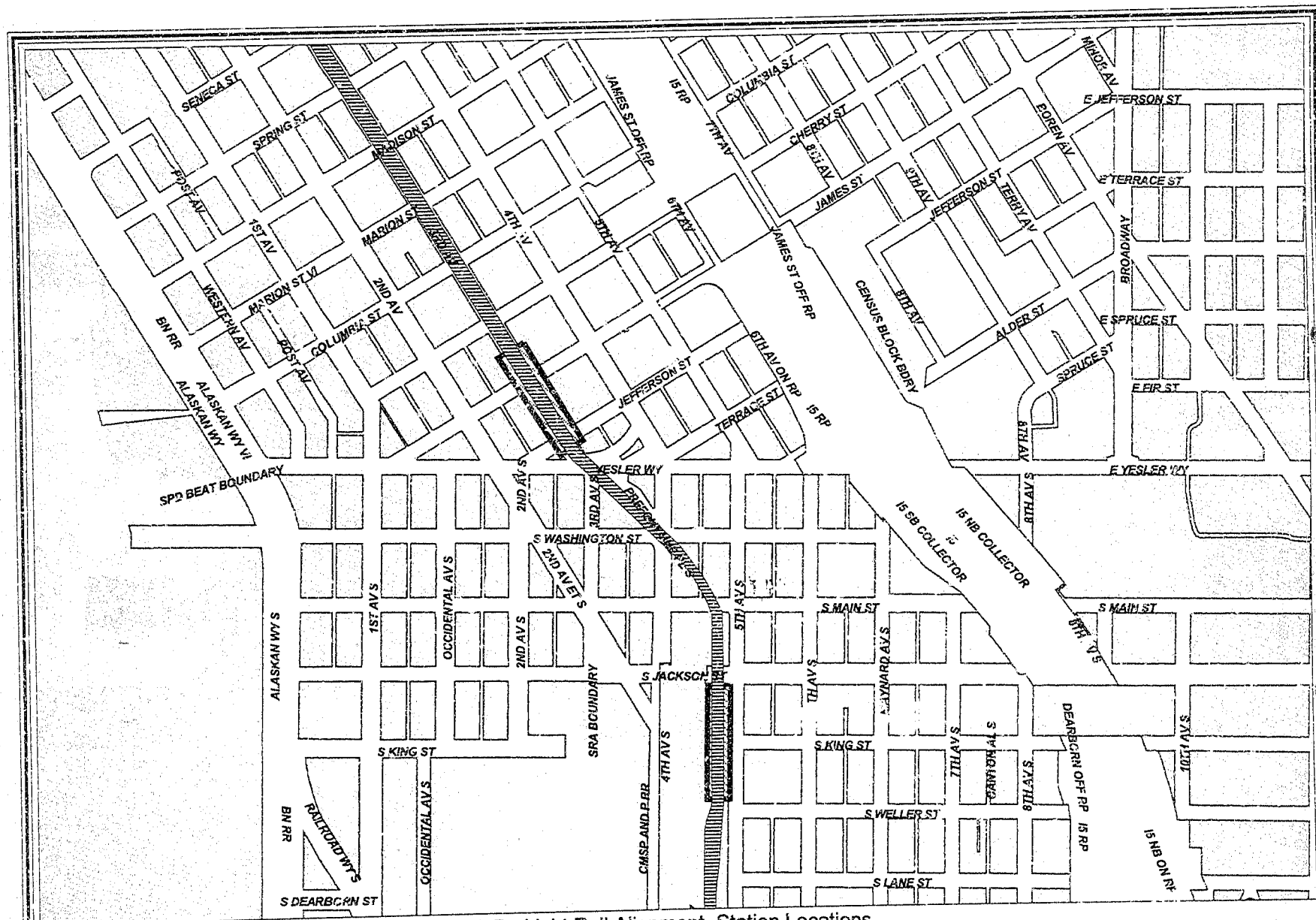


Exhibit B: Light Rail Alignment, Station Locations,
and Maintenance Base Location (Map 9 of 21)

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Alignment Track Area - TUNNEL (Red)
Alignment Track Area - AT-GRADE (Green)

Alignment Track Area - AERIAL (Blue)
Station



0 500 Feet



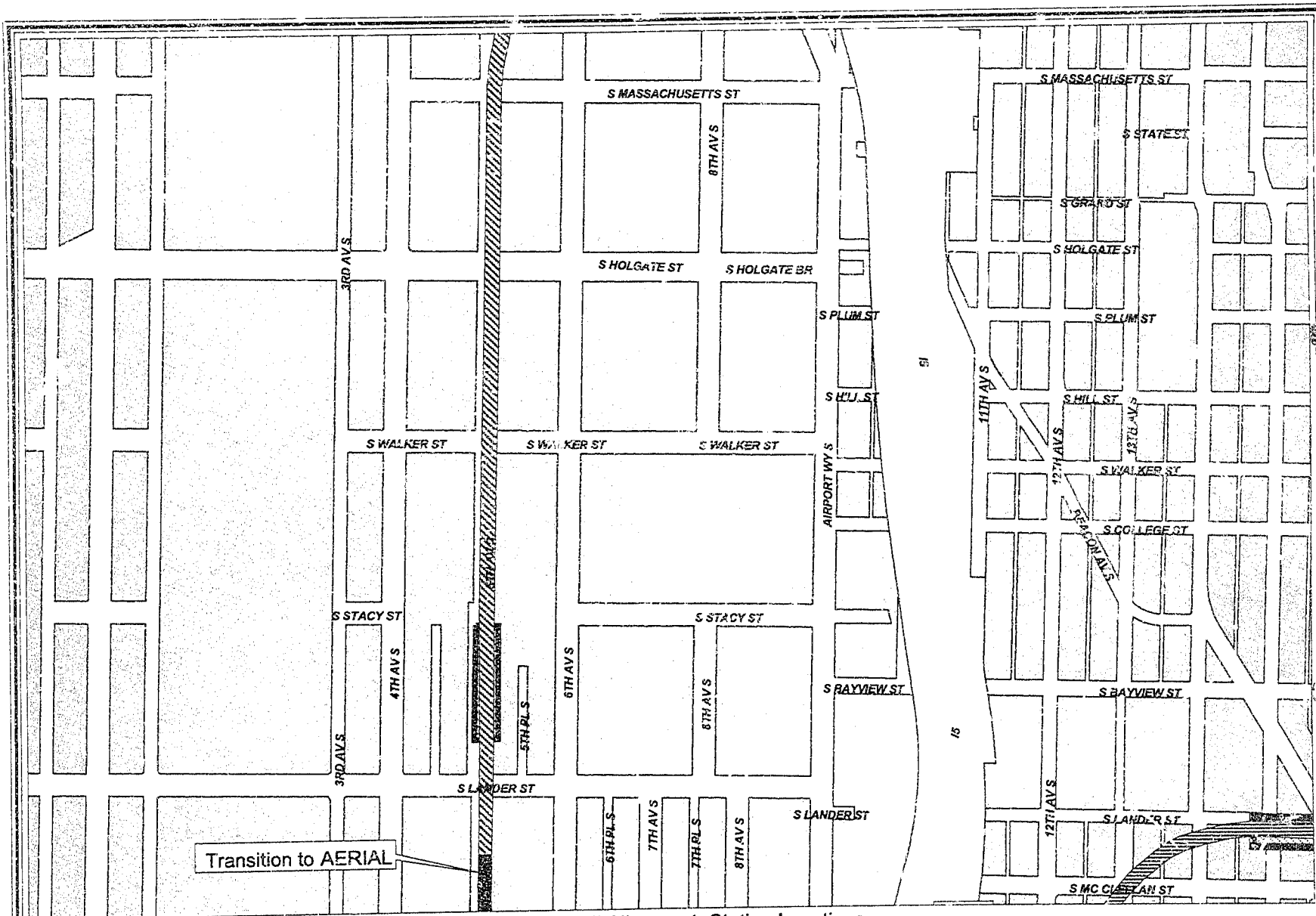


Exhibit B: Light Rail Alignment, Station Locations,
and Maintenance Base Location (Map 11 of 21)

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Alignment Track Area - TUNNEL (Red)

Alignment Track Area - AT-GRADE (Green)



Alignment Track Area - AERIAL (Blue)



Station



0 500 Feet



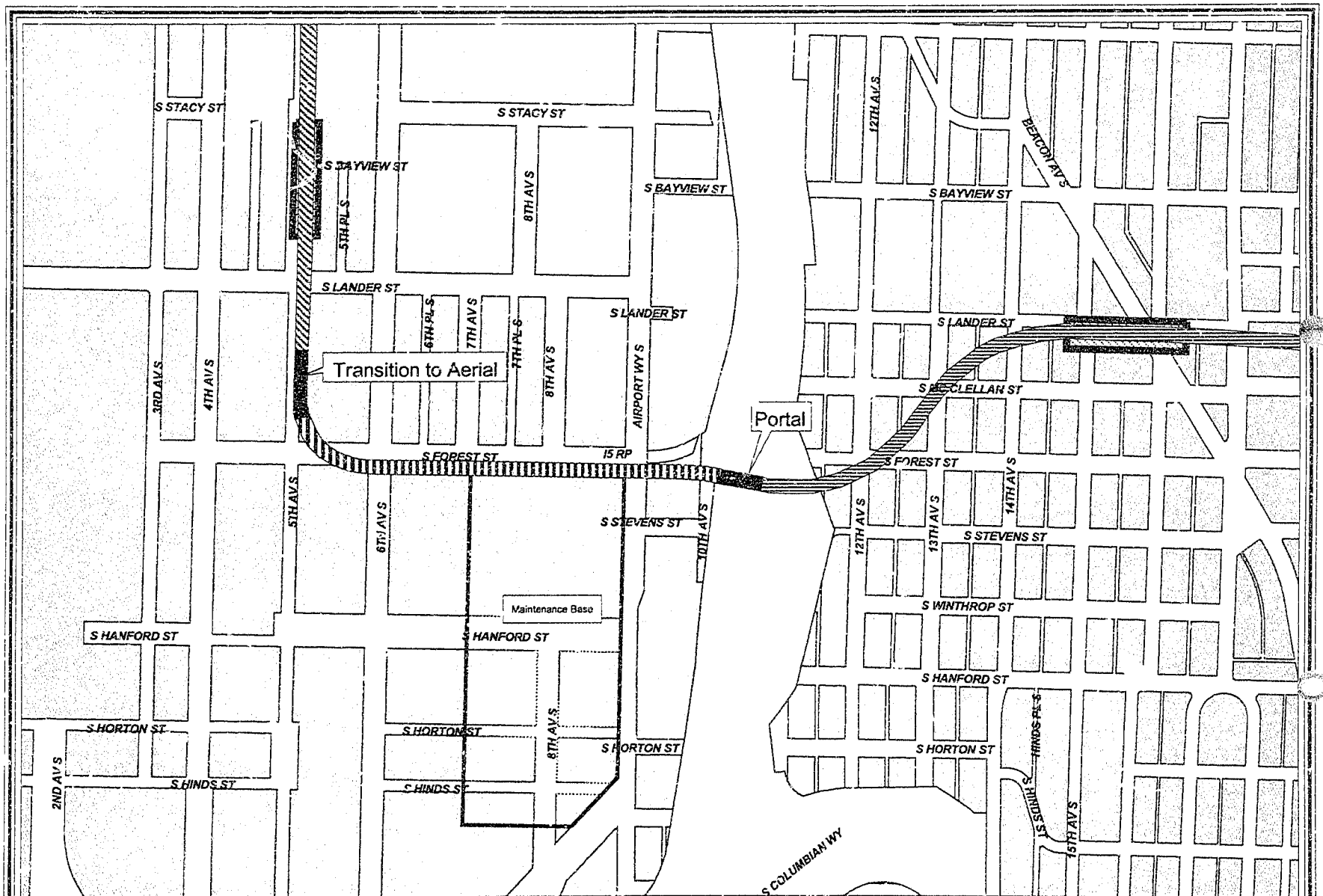


Exhibit B: Light Rail Alignment, Station Locations,
and Maintenance Base Location (Map 12 of 21)

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Alignment Track Area - TUNNEL (Red)



Alignment Track Area - AERIAL (Blue)



Station



0 500 Feet





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Alignment Track Area - TUNNEL (Red)
Alignment Track Area - AERIAL (Blue)
Alignment Track Area - AT-GRADE (Green)



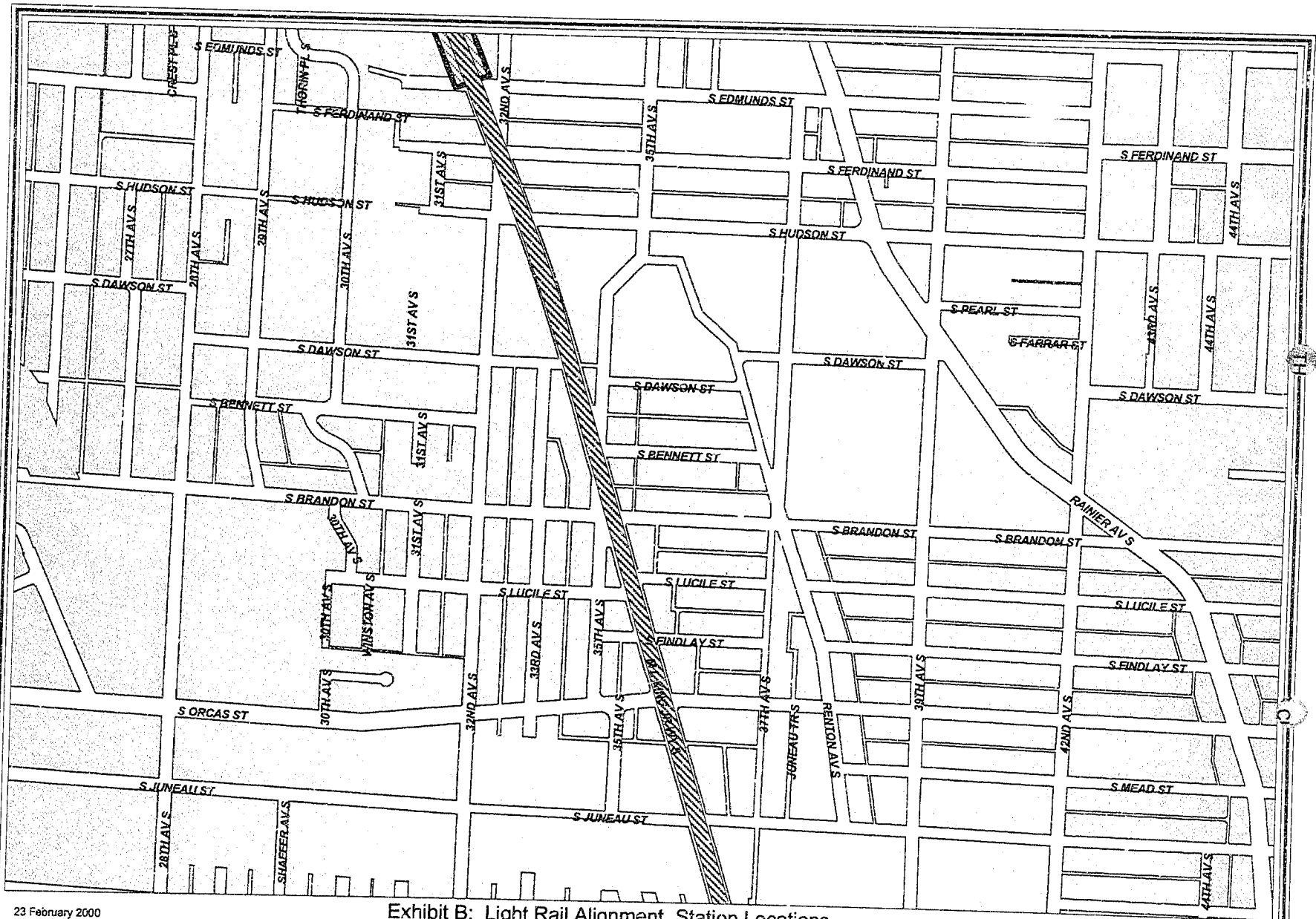
Station



0 500 Feet



Exhibit B: Light Rail Alignment, Station Locations,
and Maintenance Base Location (Map 15 of 21)



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Exhibit B: Light Rail Alignment, Station Locations, and Maintenance Base Location (Map 16 of 21)



Alignment Track Area - TUNNEL (Red)



Alignment Track Area - AT-GRADE (Green)



Alignment Track Area - AERIAL (Blue)



Station



0 500 Feet



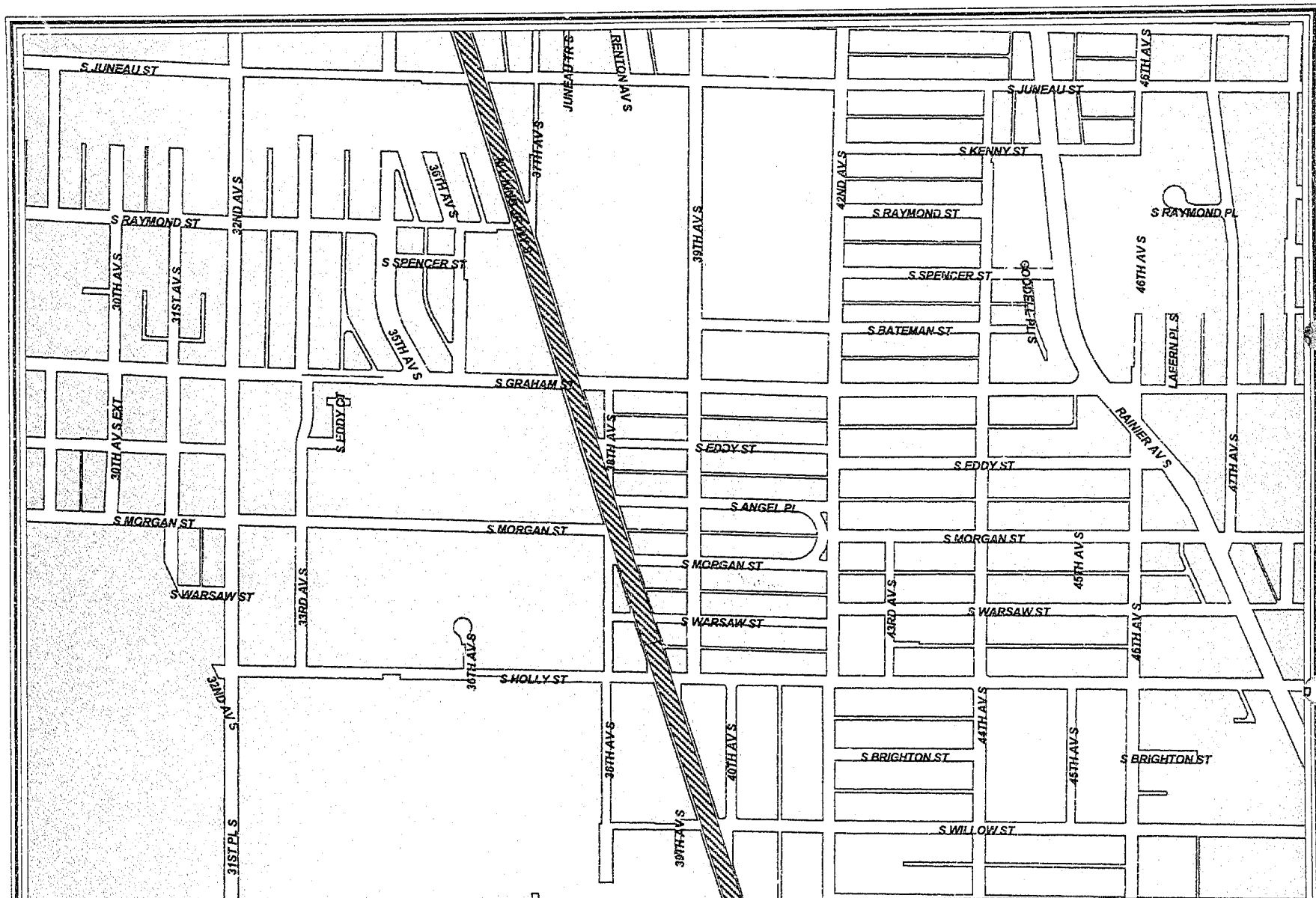


Exhibit B: Light Rail Alignment, Station Locations,
and Maintenance Base Location (Map 17 of 21)

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Alignment Track Area - TUNNEL (Red)

Alignment Track Area - AT-GRADE (Green)



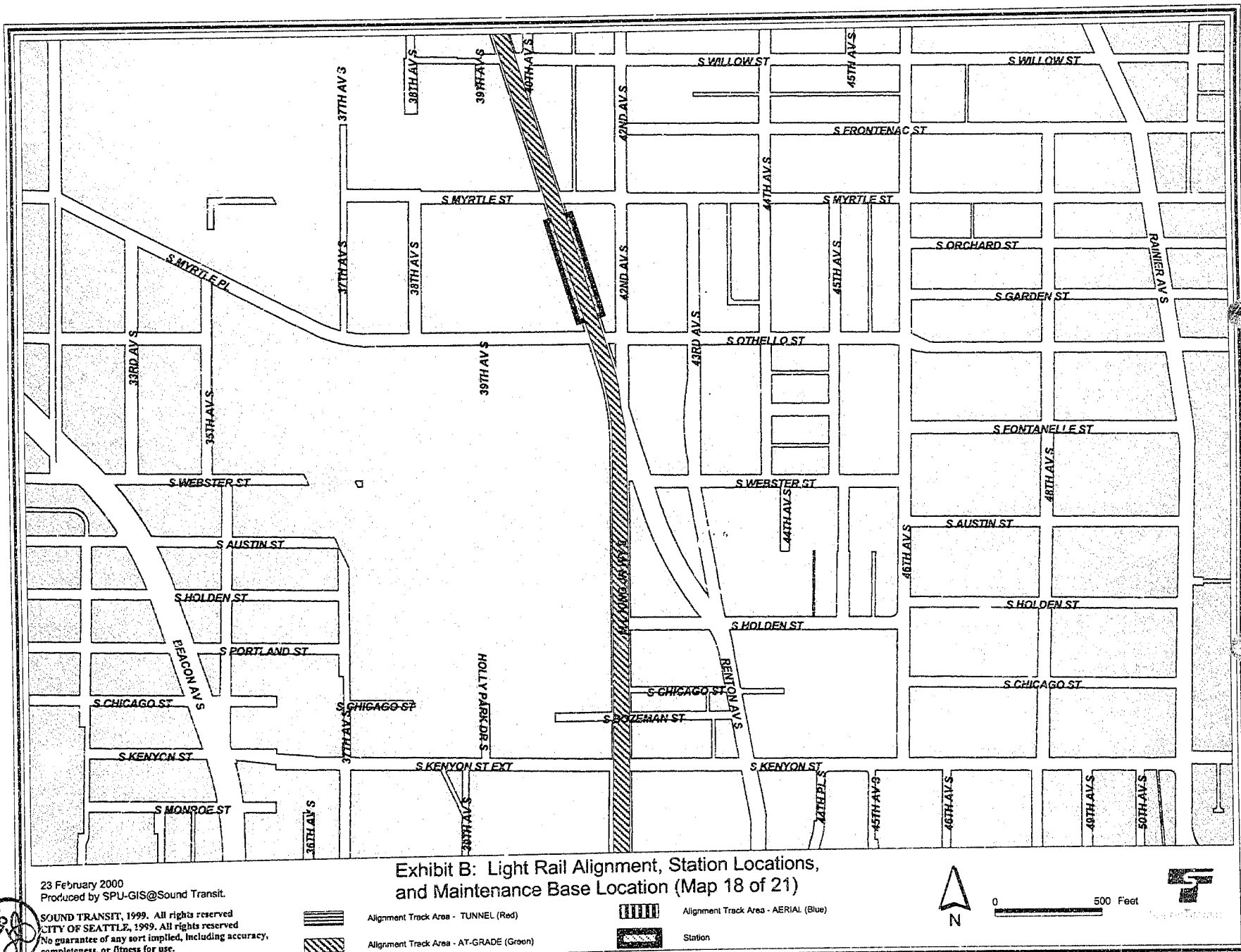
Alignment Track Area - AERIAL (Blue)

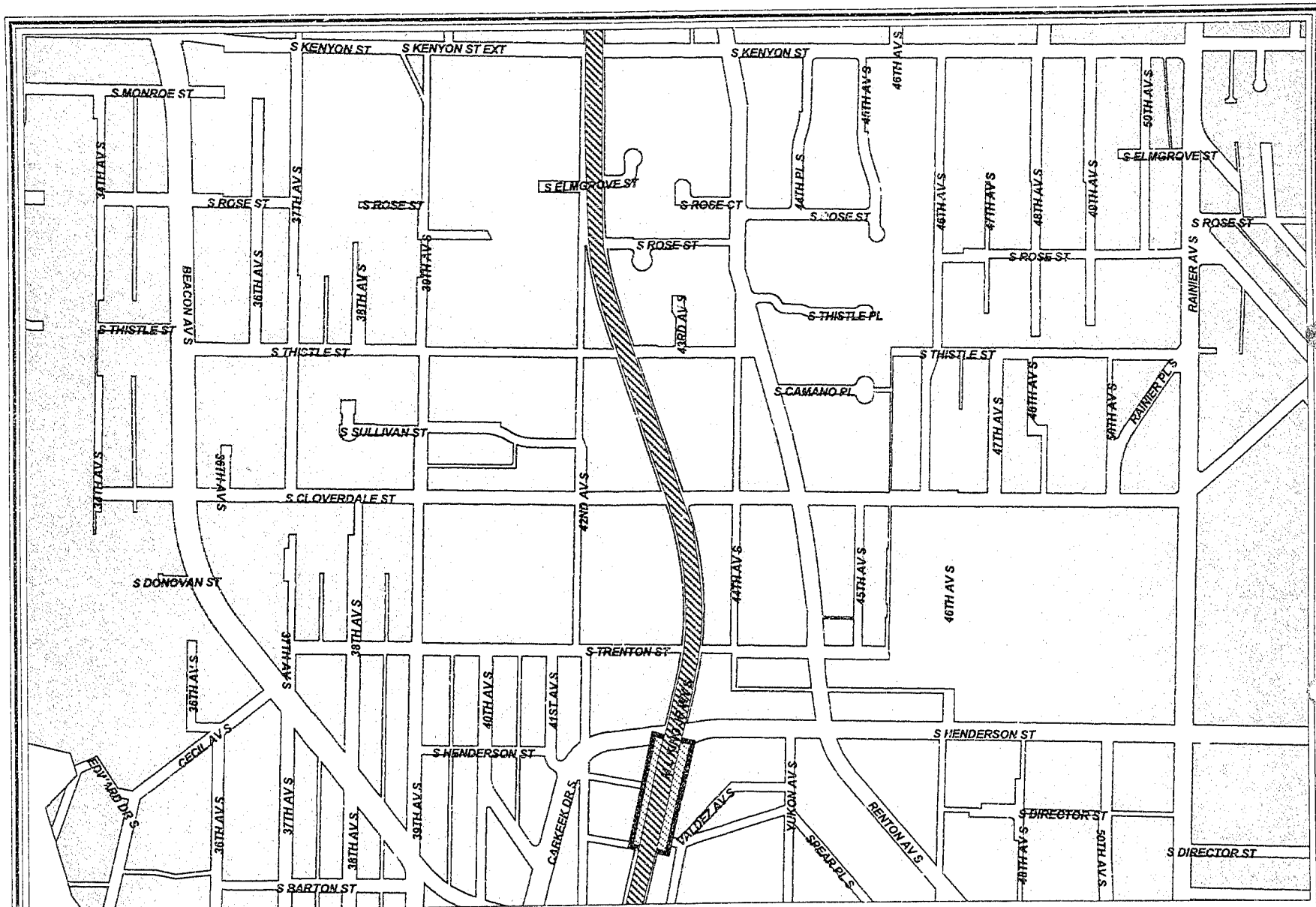
Station



0 500 Feet







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Alignment Track Area - TUNNEL (Red)
Alignment Track Area - AERIAL (Blue)
Alignment Track Area - AT-GRADE (Green)



Alignment Track Area - AERIAL (Blue)



Station



0 500 Feet



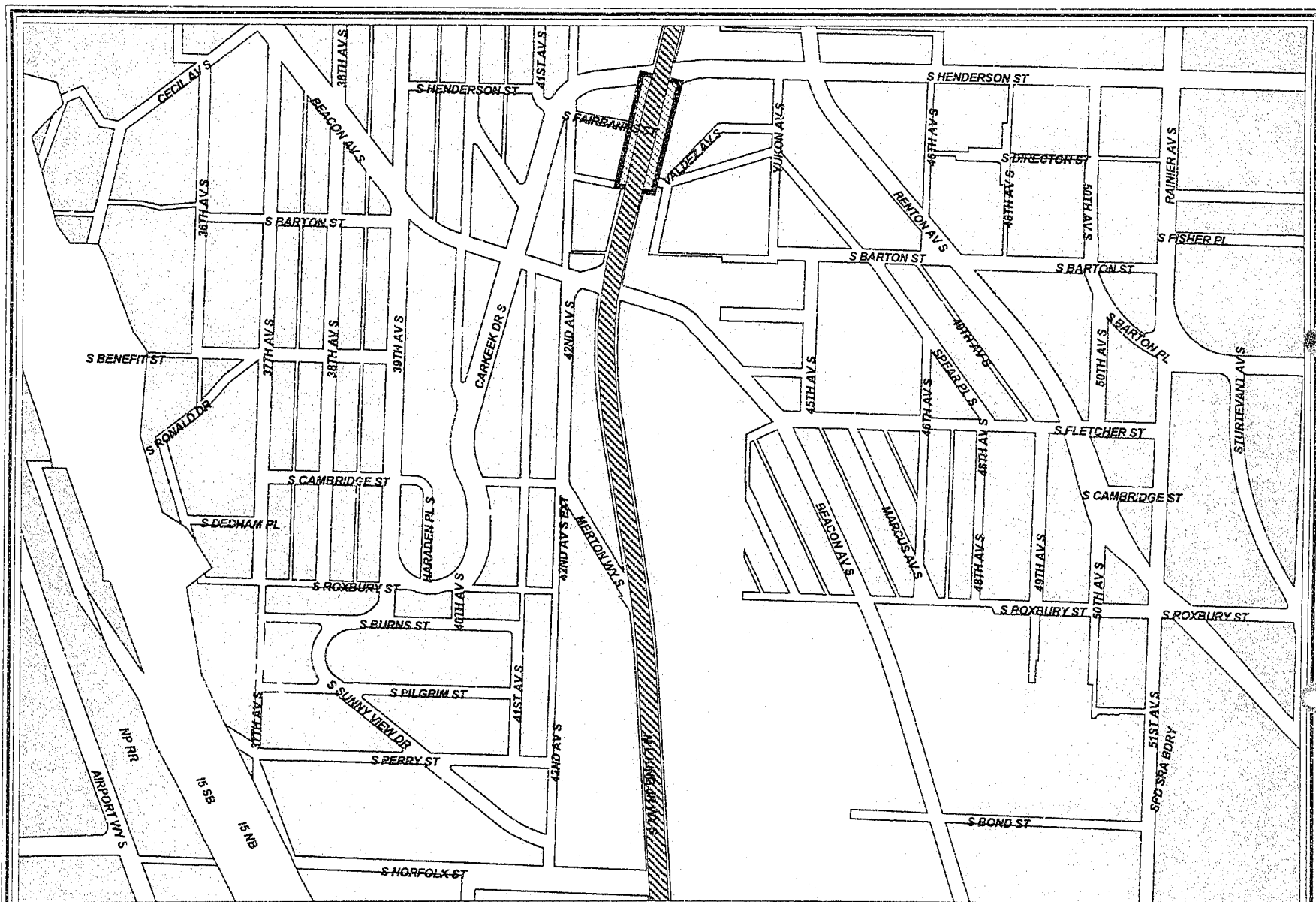


Exhibit B: Light Rail Alignment, Station Locations,
and Maintenance Base Location (Map 20 of 21)

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Alignment Track Area - TUNNEL (Red)

Alignment Track Area - AT-GRADE (Green)



Alignment Track Area - AERIAL (Blue)

Station



0 500 Feet



ATTACHMENT 'C'
CB 113185



SOUNDTRANSIT

**CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY**

**LINK LIGHT RAIL
TRANSIT WAY LOCATION
WITHIN THE PUBLIC RIGHT-OF-WAY**

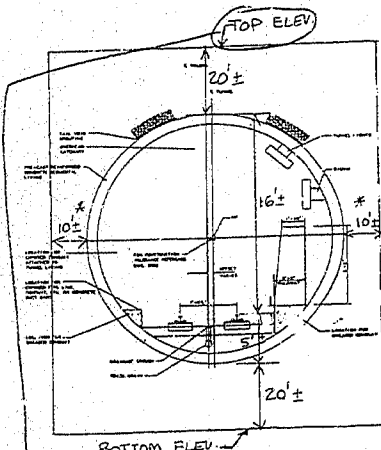
EXHIBIT C



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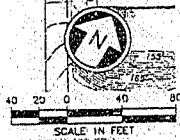
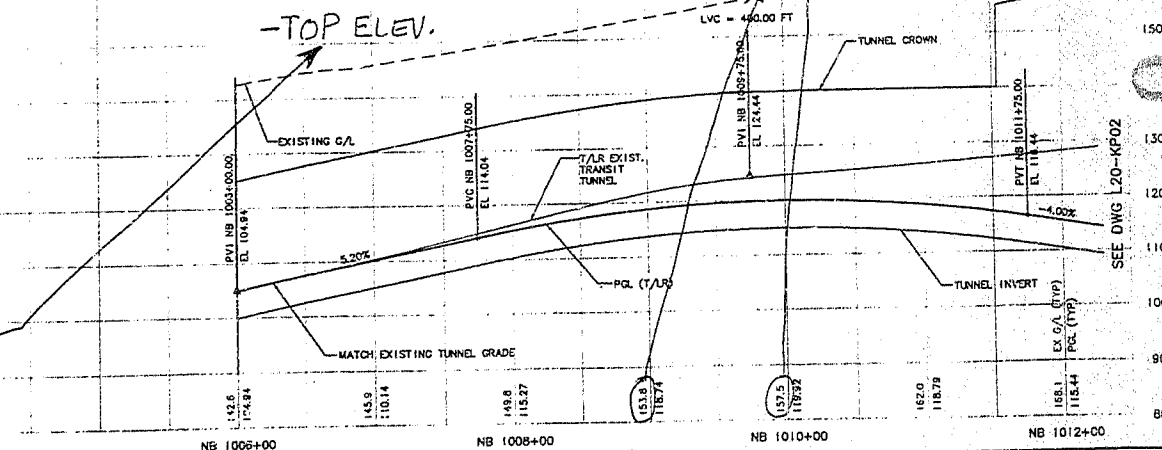
PUGET SOUND
 TRANSIT CONSULTANTS
 COMPUTATION SHEET
 SUB SURFACE EASEMENT
 LAPE - TUNNEL

Made by: A.S.M.
 Date: 11/23/99
 Checked by: [Signature]
 Date: 11/23/99



TOP ELEV. = TRACK PROFILE ROUNDED TO THE
 NEAREST FOOT + 16' + 20'
 BOTTOM ELEV. = TRACK PROFILE ROUNDED TO THE
 NEAREST FOOT - 5' - 20'.
 * ALREADY APPROVED

(TYPICAL FOR RUNNING TUNNEL)
 DEPTH OF SUBSURFACE EASEMENT = APPROX. EXIST. GRADE



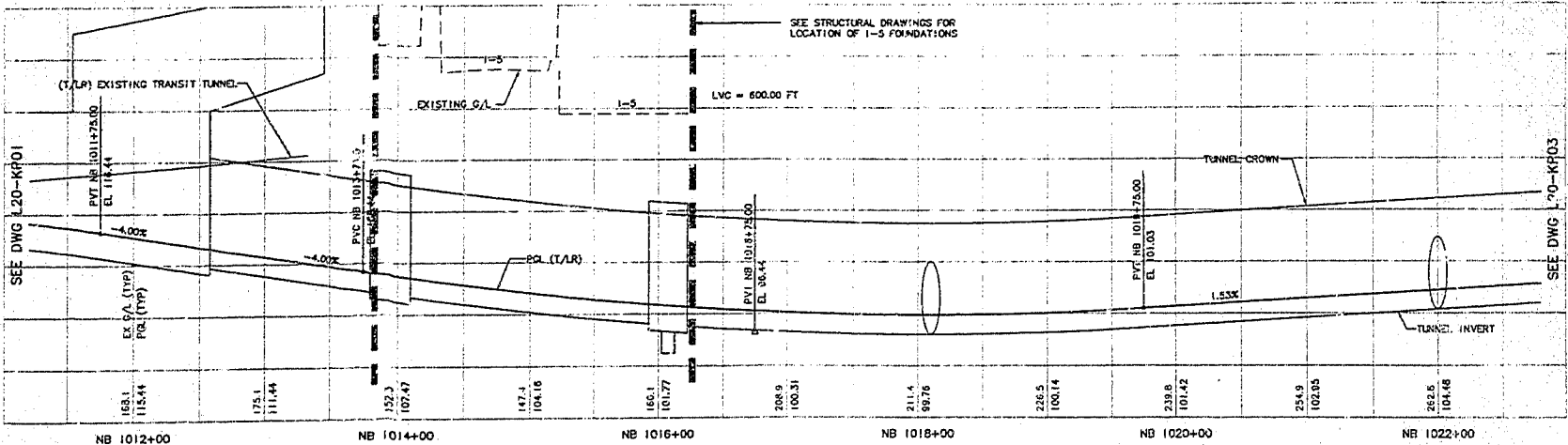
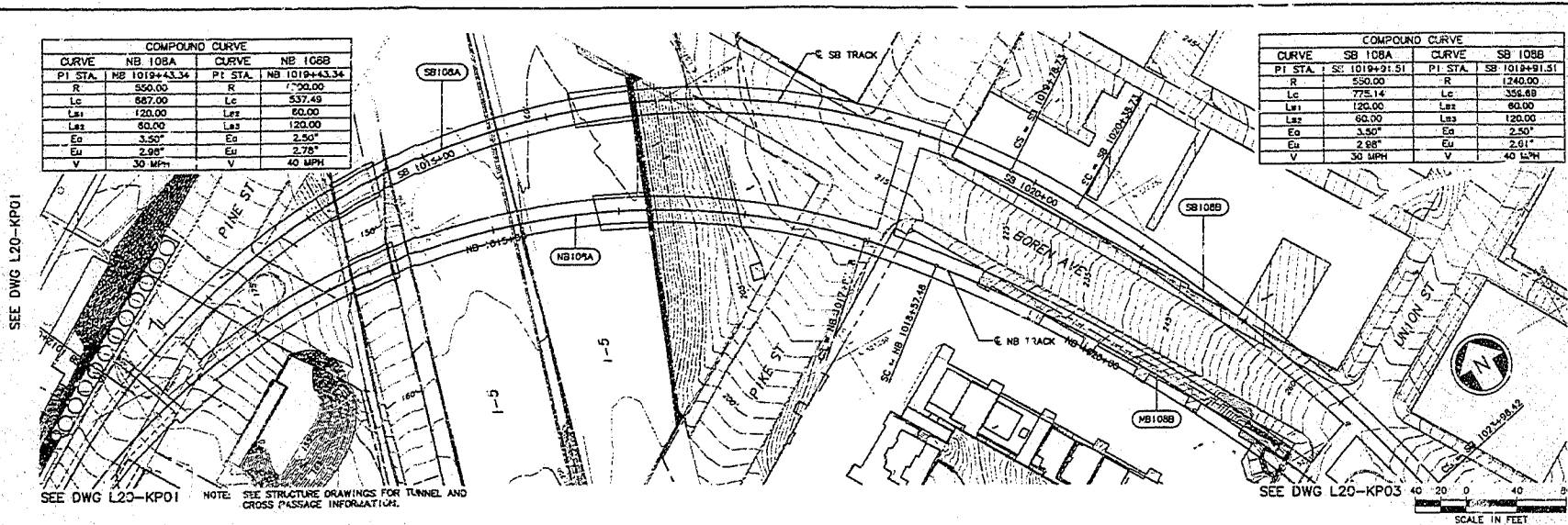
Designated By: N. KOLLIOS Drawn By: K. HUYNH Checked By: R. CROWELL Approved By: G. CLARK	PRELIMINARY	 Submitted: _____ Date: _____ Approved: _____	 Scale: H: 1"=40'; V: 1"=10' Filename: N40_L20_KP01.dwg Contract No: LB 235	LINK LIGHT RAIL PROJECT NORTH CORRIDOR TRACK PLAN & PROFILE STA NB 1006+00 TO STA NB 1012+00	Drawing No.: L20-KP01 MANDATORY Sheet No.: 0
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SEE DWG L20-KF

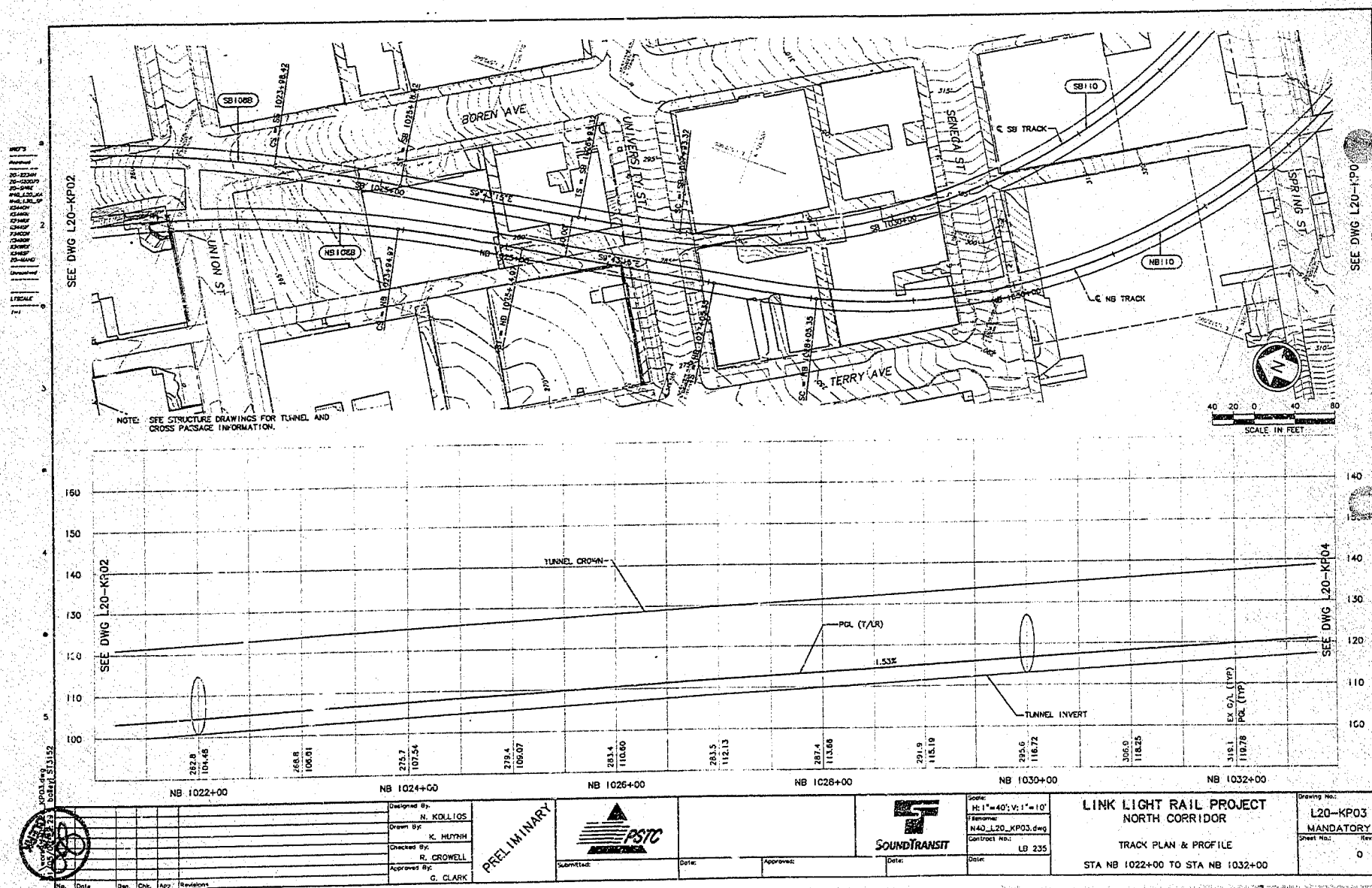
SEE DWG L20-KP02

COMPOUND CURVE			
CURVE	NB 108A	CURVE	NB 108B
PI STA	NB 1019+43.34	PI STA	NB 1019+43.34
R	550.00	R	550.00
Lc	687.00	Lc	537.49
Ls1	120.00	Ls2	60.00
Ls3	60.00	Ls4	120.00
Ea	3.50°	Ea	2.50°
Eu	2.98°	Eu	2.28°
V	30 MPH	V	40 MPH

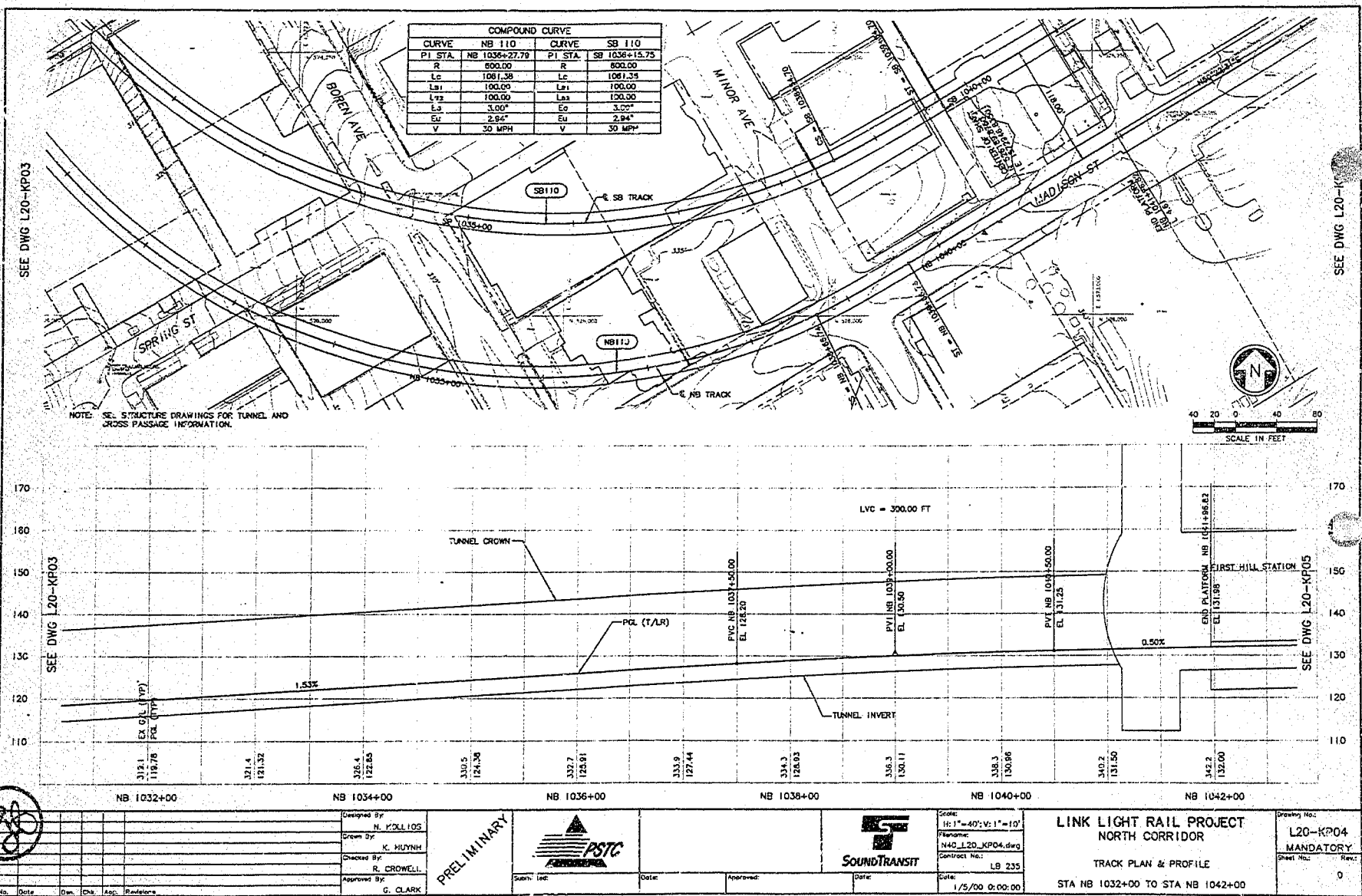
COMPOUND CURVE			
CURVE	SB 108A	CURVE	SB 108B
PI STA	SB 1019+91.51	PI STA	SB 1019+91.51
R	550.00	R	550.00
Lc	775.14	Lc	356.69
Ls1	120.00	Ls2	60.00
Ls3	60.00	Ls4	120.00
Ea	3.50°	Ea	2.50°
Eu	2.98°	Eu	2.28°
V	30 MPH	V	40 MPH



	Designed by: N. KOLLIOS Drawn by: K. HUYNH Checked by: R. CROWELL Approved by: G. CLARK	PRELIMINARY		Date: _____	Approved: _____	Date: _____	Scale: H: 1"=40'; V: 1"=10' File name: N40_L20_KP02.dwg Contract No.: LB 235 Date: 01/05/00	Link Light Rail Project North Corridor Track Plan & Profile STA NB 1012+00 TO STA NB 1022+00	Drawing No.: L20-KP02 Mandatory Sheet No.: 0	



NOTES:
1. SEE DWG L20-KP03
2. SEE DWG L20-KP03
3. SEE DWG L20-KP03
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100. SEE DWG L20-KP03



Designed By: N. COLLINS
Drawn By: K. HUYNH
Checked By: R. CROWELL
Approved By: G. CLARK

PRELIMINARY



Scale: 1"=40'; V: 1"=10'
Filename: N40_L20_KP04.dwg
Contract No.: LB 235
Date: 1/5/00 0:00:00

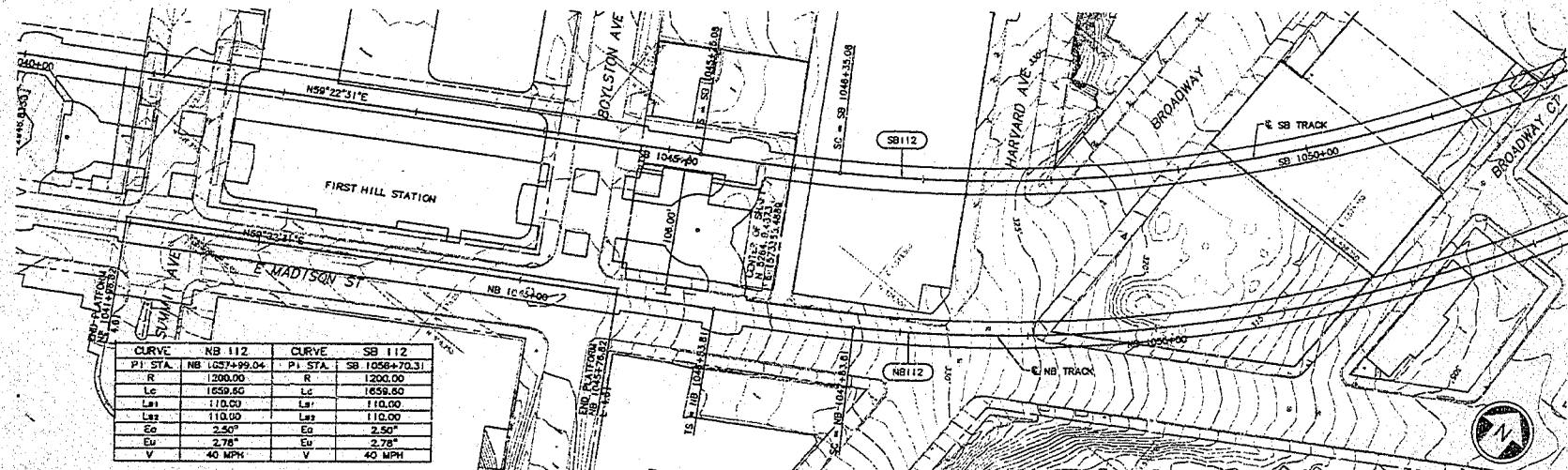
LINK LIGHT RAIL PROJECT
NORTH CORRIDOR
TRACK PLAN & PROFILE
STA NB 1032+00 TO STA NB 1042+00

Drawing No.: L20-KP04
Sheet No.: 0
Rev: 0

REVISIONS

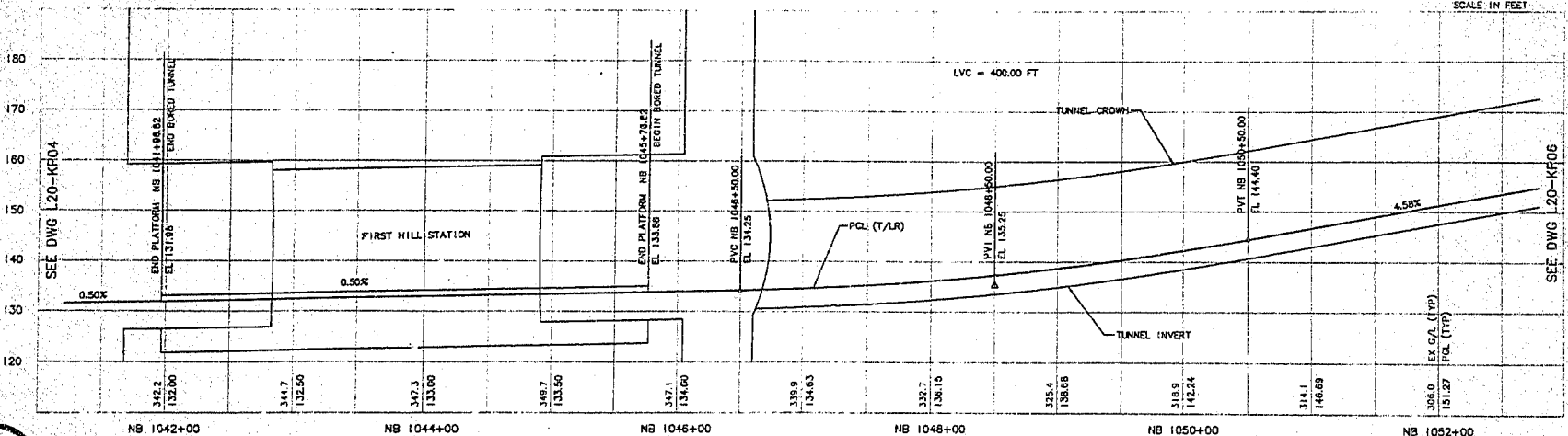
NO.	DATE	BY	CHKD.	APP.	REVISIONS
1	10/20/2010	N. KOLLIGOS			ISSUED FOR PERMIT
2	10/20/2010	K. HUYNH			REVISED FOR CONSTRUCTION
3	10/20/2010	R. CROWELL			REVISED FOR CONSTRUCTION
4	10/20/2010	G. CLARK			REVISED FOR CONSTRUCTION

SEE DWG L20-KP04



CURVE NB 112		CURVE SB 112	
P1 STA	NB 1027+99.04	P1 STA	SB 1058+70.31
R	1200.00	R	1200.00
Lc	1659.60	Lc	1659.60
La1	110.00	La1	110.00
La2	110.00	La2	110.00
Ea	2.50°	Ea	2.50°
Eu	2.78°	Eu	2.78°
V	40 MPH	V	40 MPH

NOTE: SEE STRUCTURE DRAWINGS FOR TUNNEL AND CROSS PASSAGE INFORMATION.



SEE DWG L20-KP06



Designed By: N. KOLLIGOS
 Drawn By: K. HUYNH
 Checked By: R. CROWELL
 Approved By: G. CLARK

PRELIMINARY

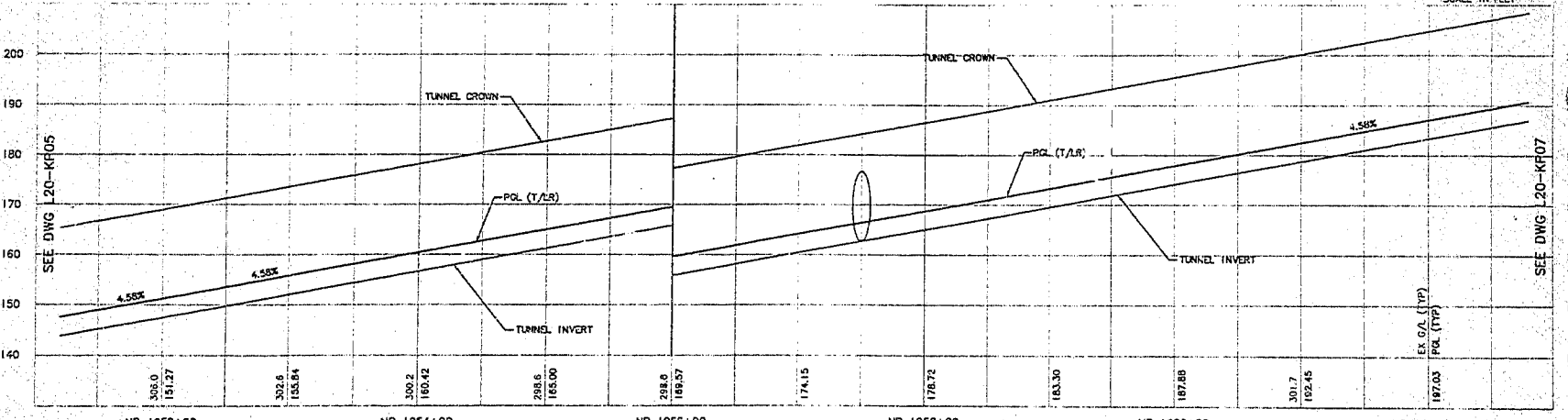
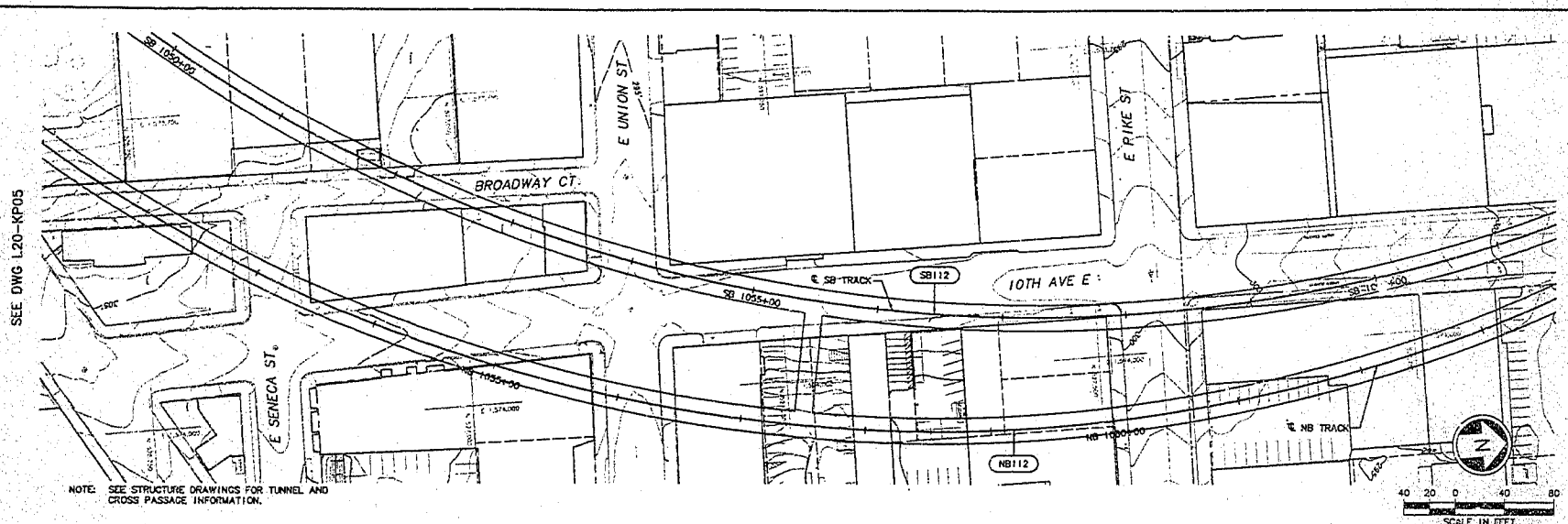


Scale: H: 1"=40'; V: 1"=10'
 Filename: N40_L20_KP05.dwg
 Contract No.: LB 235

LINK LIGHT RAIL PROJECT
 NORTH CORRIDOR
 TRACK PLAN & PROFILE
 STA NB 1042+00 TO STA NB 1052+00

Drawing No.: L20-KP05
 MANDATORY
 Sheet No.:
 Rev: 0

NOTES:
 1. SEE DWG L20-KP05
 2. SEE DWG L20-KP07
 3. SEE DWG L20-KP08
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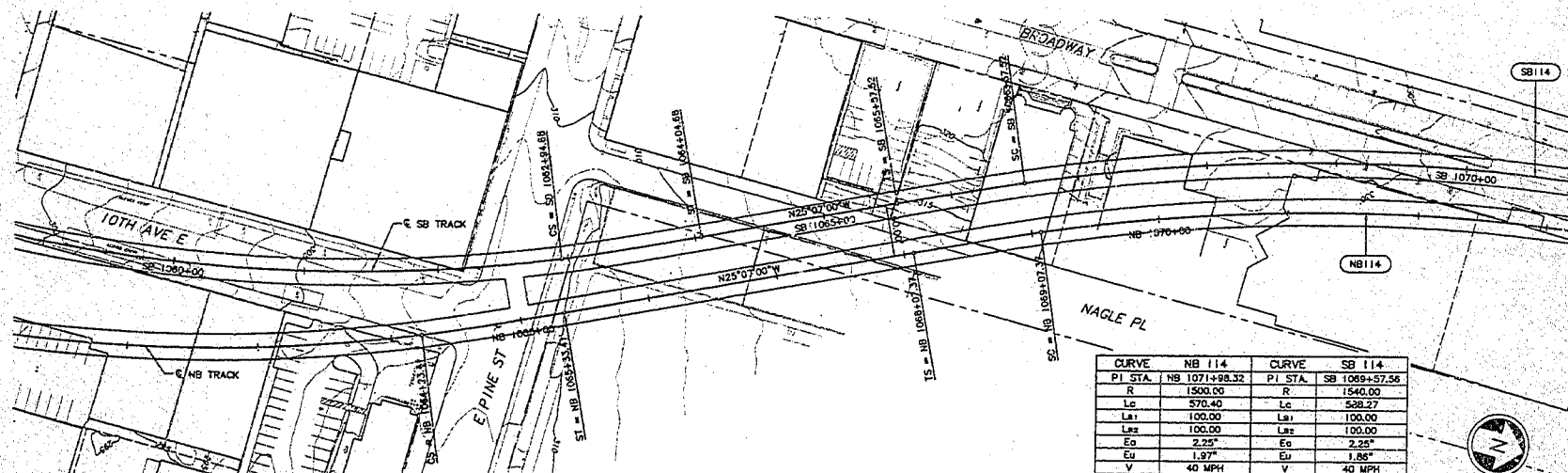


No. Date Des. Chg. App. Revision		Designed By: N. KOLLIS Drawn By: K. HUYNH Checked By: R. CROWELL Approved By: C. CLARK	PRELIMINARY			Scale: H: 1"=40'; V: 1"=10' Project: N40_L20_KP05.dwg Contract No.: LB 235	LINK LIGHT RAIL PROJECT NORTH CORRIDOR TRACK PLAN & PROFILE STA NB 1052+00 TO STA NB 1062+00	Drawing No.: L20-KP06 MANDATORY Sheet No.: 0
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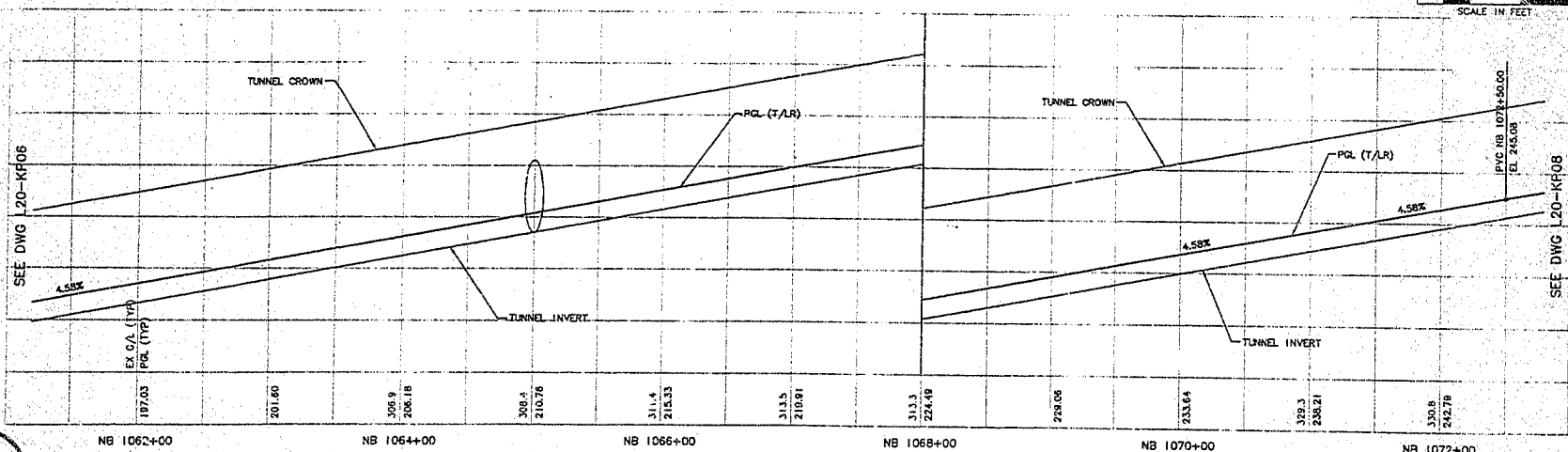
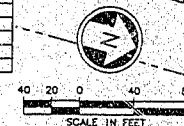
1. NB 1062+00 TO NB 1064+00
 2. NB 1064+00 TO NB 1066+00
 3. NB 1066+00 TO NB 1068+00
 4. NB 1068+00 TO NB 1070+00
 5. NB 1070+00 TO NB 1072+00

SEE DWG L20-KP06

SEE DWG L20-KP08



NOTE: SEE STRUCTURE DRAWINGS FOR TUNNEL AND CROSS PASSAGE INFORMATION.



NB 1062+00 NB 1064+00 NB 1066+00 NB 1068+00 NB 1070+00 NB 1072+00



Designed By: N. KOLLIOS
 Drawn By: K. HUYNH
 Checked By: R. CROWELL
 Approved By: G. CLARK

PRELIMINARY



Scale: H: 1"=40'; V: 1"=10'
 Filename: N40_L20_KP07.dwg
 Contract No.: LB 235
 Date: 01/05/00

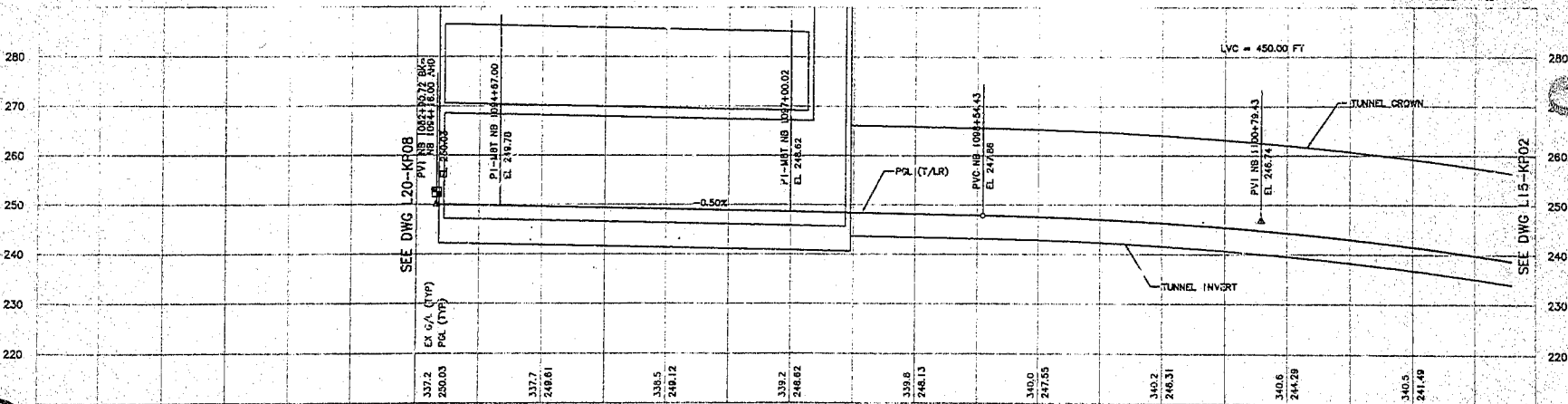
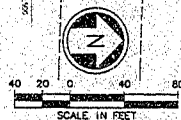
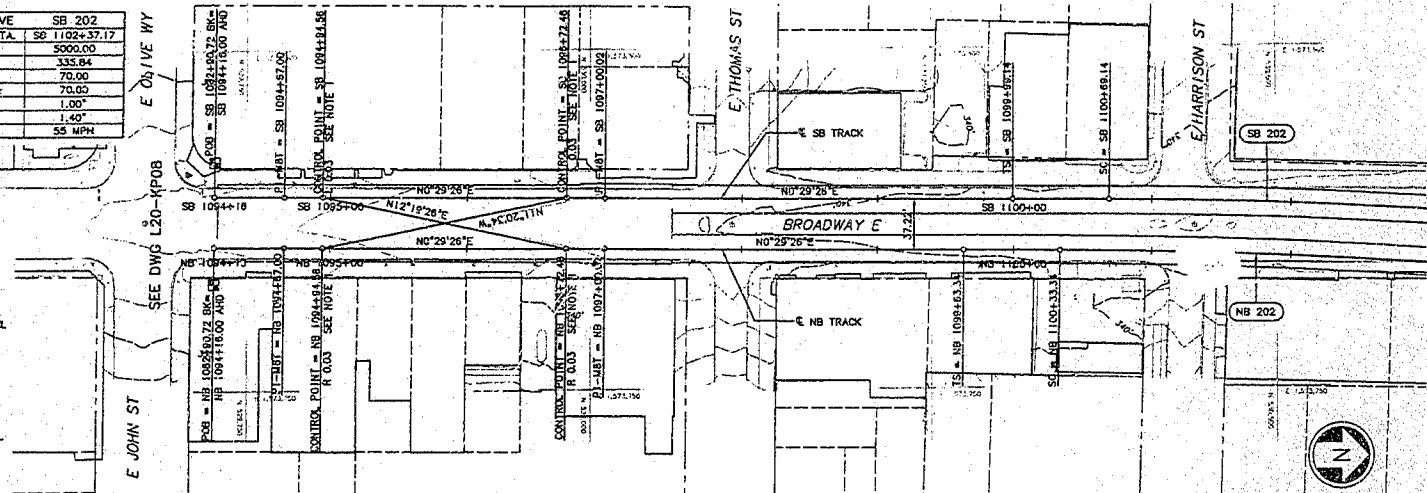
LINK LIGHT RAIL PROJECT
NORTH CORRIDOR
 TRACK PLAN & PROFILE
 STA NB 1062+00 TO STA NB 1072+00

Drawing No.: L20-KP07
 MANDATORY
 Sheet No.: 0

CURVE	NB 202	CURVE	SB 202
P1 STA	NB 1102+01.37	P1 STA	SB 1102+37.17
R	5000.00	R	5000.00
Lc	335.84	Lc	335.84
Le1	70.00	Le1	70.00
Le2	70.00	Le2	70.00
Ea	1.00°	Ea	1.00°
Eu	1.40°	Eu	1.40°
V	55 MPH	V	55 MPH

NOTES:

1. MET DESIGNATES A MODIFIED No. 8 TURNOUT. SEE DWG NO. KS-175 FOR LAYOUT GEOMETRY.
2. SEE STRUCTURE DRAWINGS FOR TUNNEL AND CROSS PASSAGE INFORMATION.
3. THE DESIGN-BUILD CONTRACTOR SHALL DEVELOP THE PROFILE FOR THE SOUTHBOUND TRACK. THE SOUTHBOUND PROFILE SHALL BE DESIGNED AT THE SAME ELEVATION AND GRADE AS THE NORTHBOUND PROFILE THROUGH ALL STATIONS AND SHALL BE DESIGNED SO THAT ALL CROSS PASSAGES BETWEEN THE NORTHBOUND TRACK AND SOUTHBOUND TRACK ARE LEVEL.



NB 1094+16 NB 1096+00 NB 1098+00 NB 1100+00 NB 1102+00

Designed By:
N. KOLLIOS
Drawn By:
K. HUYNH
Checked By:
A. RABEN
Approved By:
C. CLARK

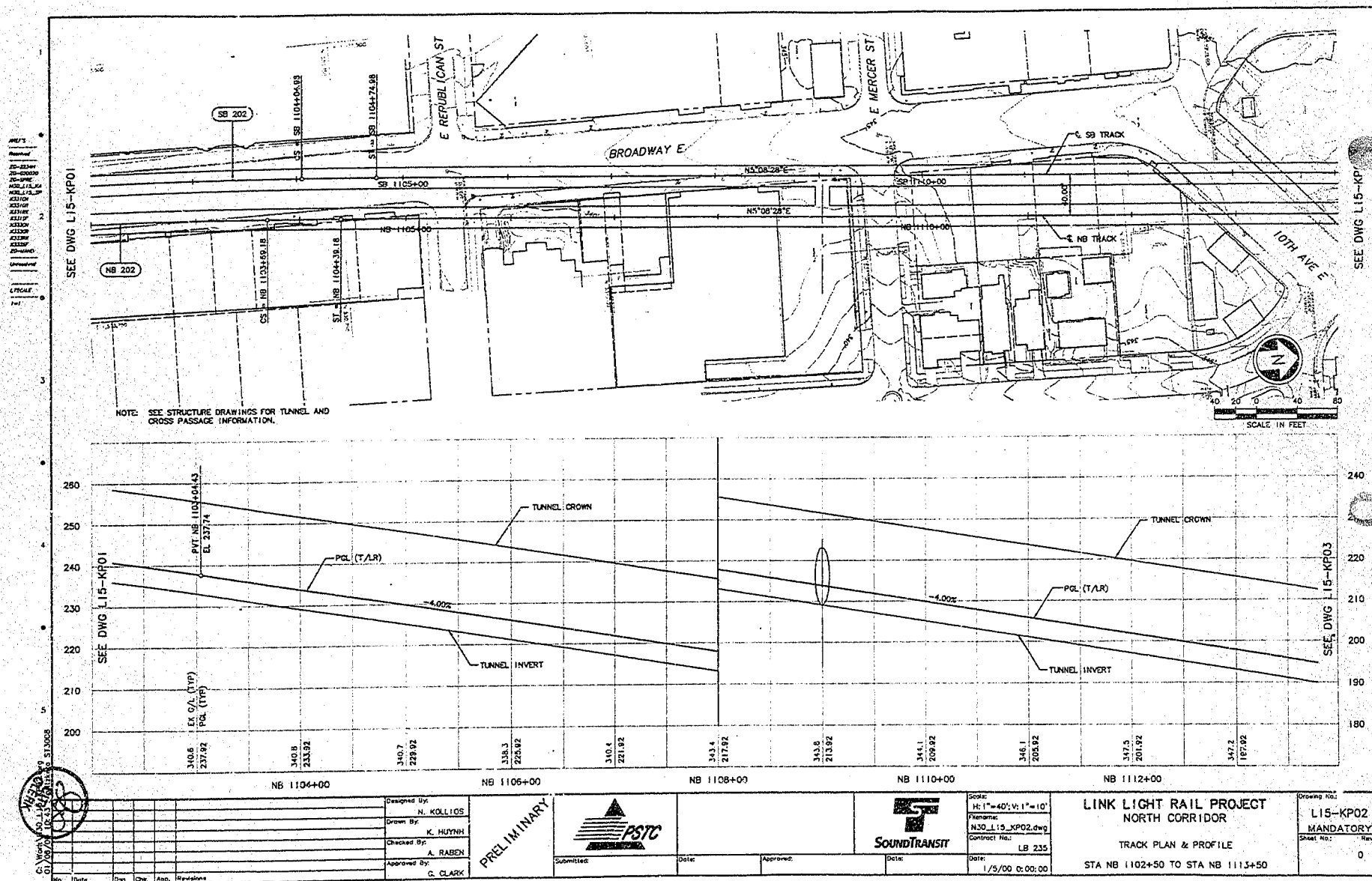
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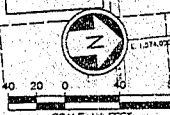
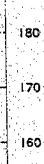
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Contract No.:
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LINK LIGHT RAIL PROJECT
NORTH CORRIDOR
TRACK PLAN & PROFILE
STA NB 1094+16 TO STA NB 1102+50

Drawing No.:
L15-KP01
MANDATORY
Sheet No.:
0



SEE DWG L15-KP

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PRELIMINARY

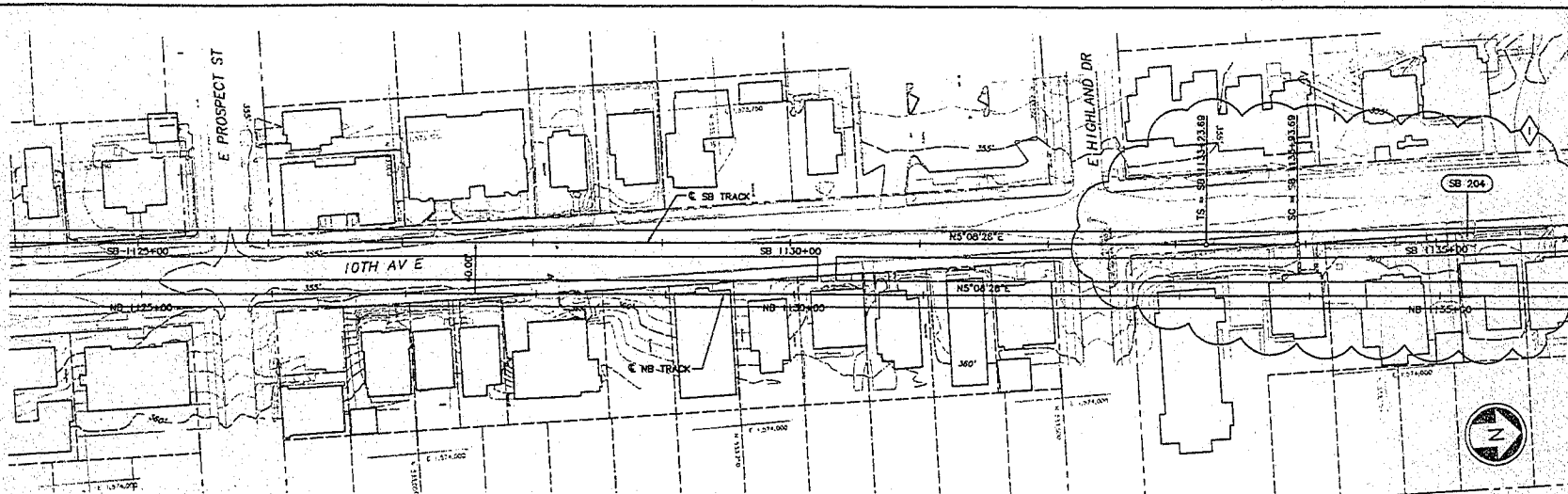


LINK LIGHT RAIL PROJECT
NORTH CORRIDOR
TRACK PLAN & PROFILE
STA NB 1113+50 TO STA NB 1124+50

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MANDATORY	
Sheet No.:	Rev.:
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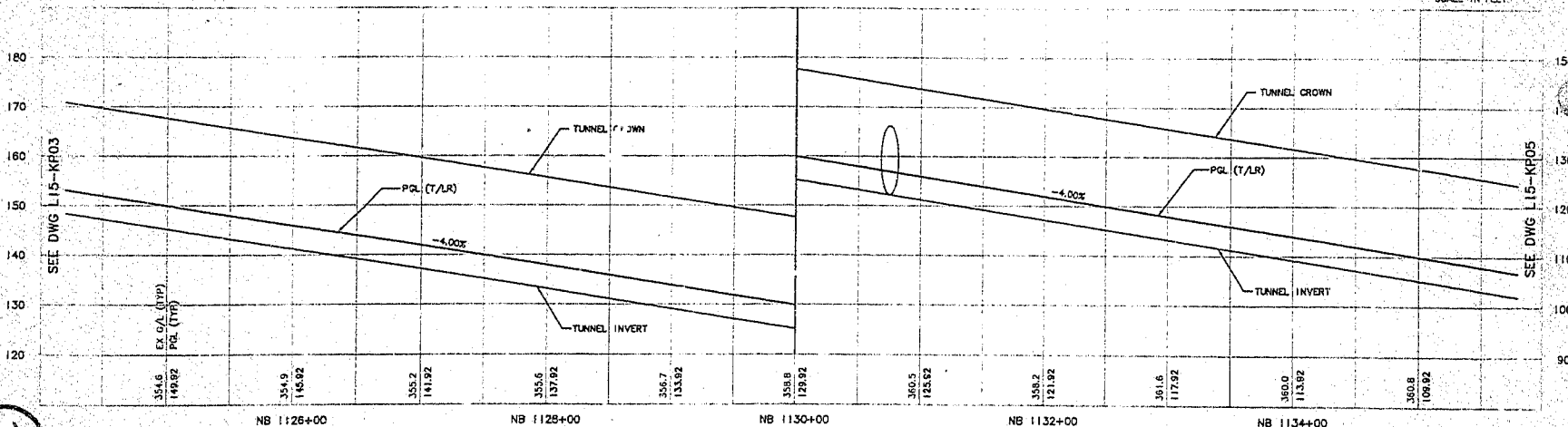
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SEE DWG L15-KP03



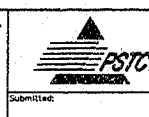
NOTE: SEE STRUCTURE DRAWINGS FOR TUNNEL AND CROSS PASSAGE INFORMATION.

SEE DWG L15-KP03



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Submitted: _____ Date: _____
 Approved: _____ Date: _____

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 Prepared: H30 L15_KP04.dwg
 Control: LB 235
 Date: 01/05/00

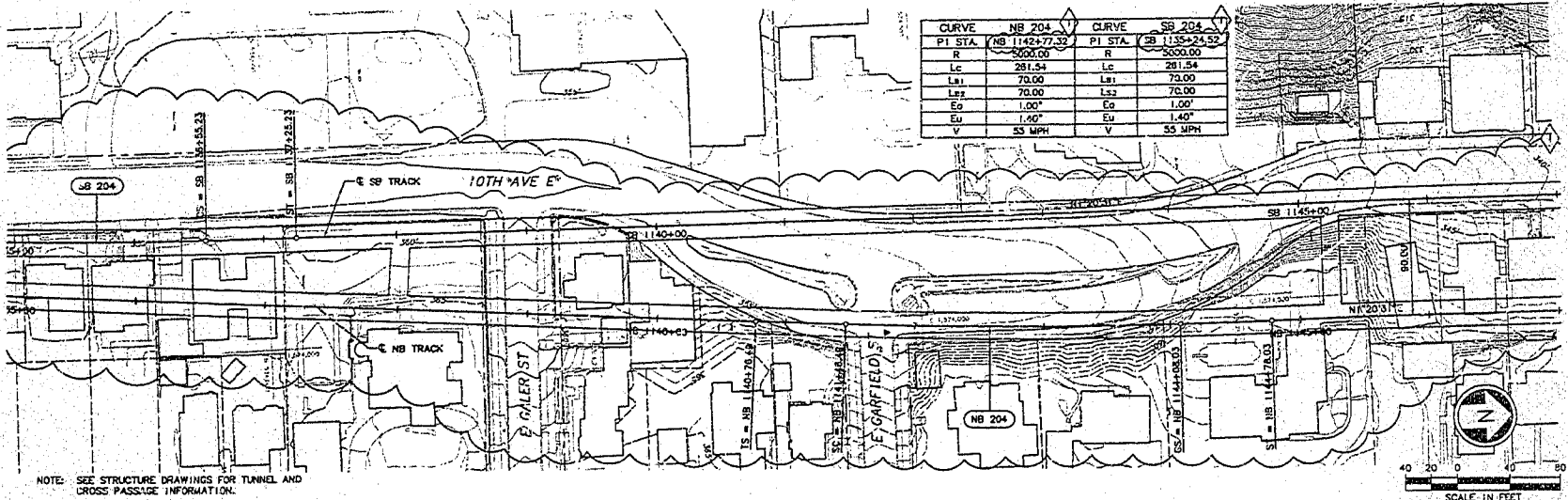
LINK LIGHT RAIL PROJECT
 NORTH CORRIDOR
 TRACK PLAN & PROFILE
 STA NB 1124+50 TO STA NB 1135+50

Drawing No.: L15-KP04
 Sheet No.: MANDATORY
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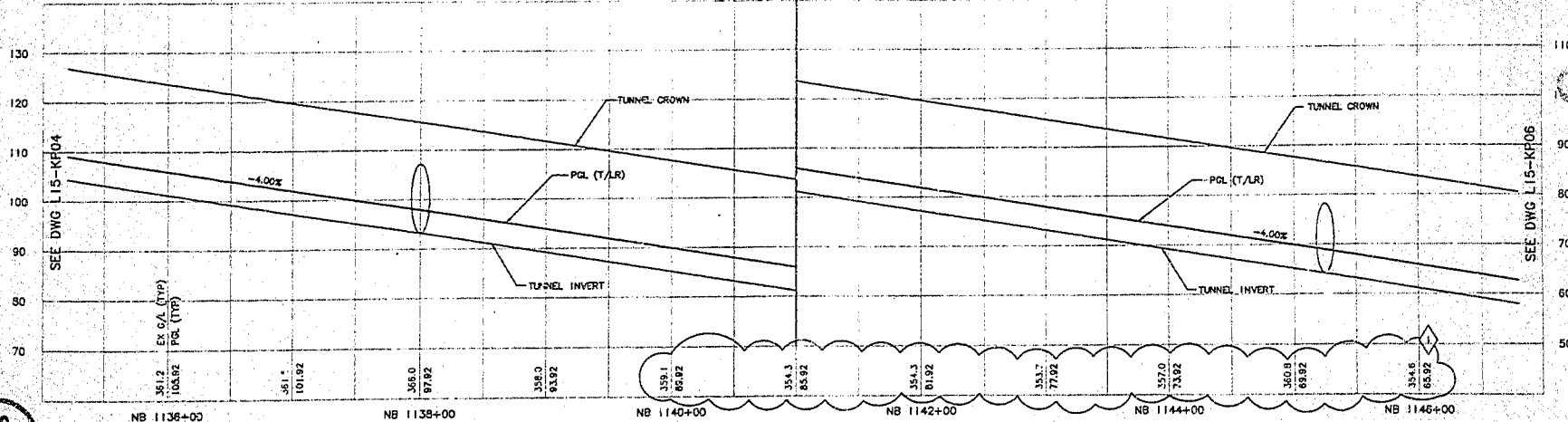
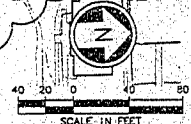
SEE DWG L15-KP04

SEE DWG L15-KP06



CURVE NB 204			CURVE SB 204		
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Lc	281.54	Lc	281.54		
Ls1	70.00	Ls1	70.00		
Ls2	70.00	Ls2	70.00		
Ea	1.00'	Ea	1.00'		
Eu	1.40'	Eu	1.40'		
V	55 MPH	V	55 MPH		

NOTE: SEE STRUCTURE DRAWINGS FOR TUNNEL AND CROSS PASSAGE INFORMATION.

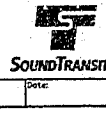


NB 1136+00 NB 1138+00 NB 1140+00 NB 1142+00 NB 1144+00 NB 1146+00



Designed By:	N. KOLLIS
Drawn By:	K. HUYNH
Checked By:	A. RABEN
Approved By:	C. CLARK

PRELIMINARY



Scale:
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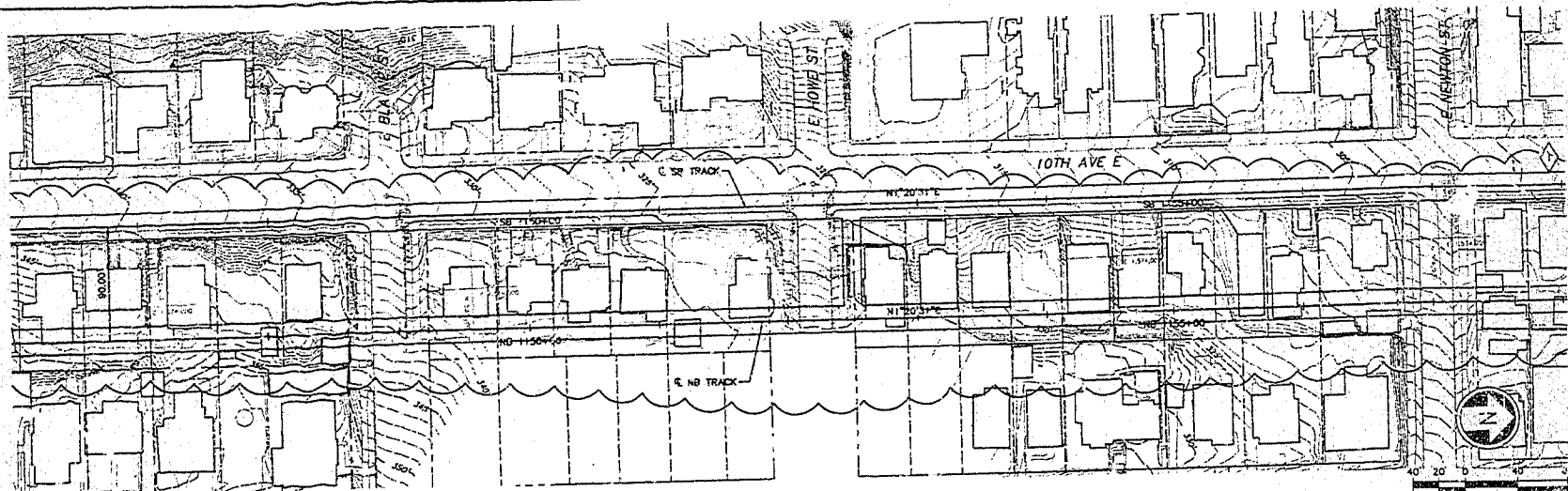
LINK LIGHT RAIL PROJECT
 NORTH CORRIDOR
 TRACK PLAN & PROFILE
 STA NB 1135+50 TO STA NB 1146+50

Drawing No:
 L15-KP05
 MANDATORY
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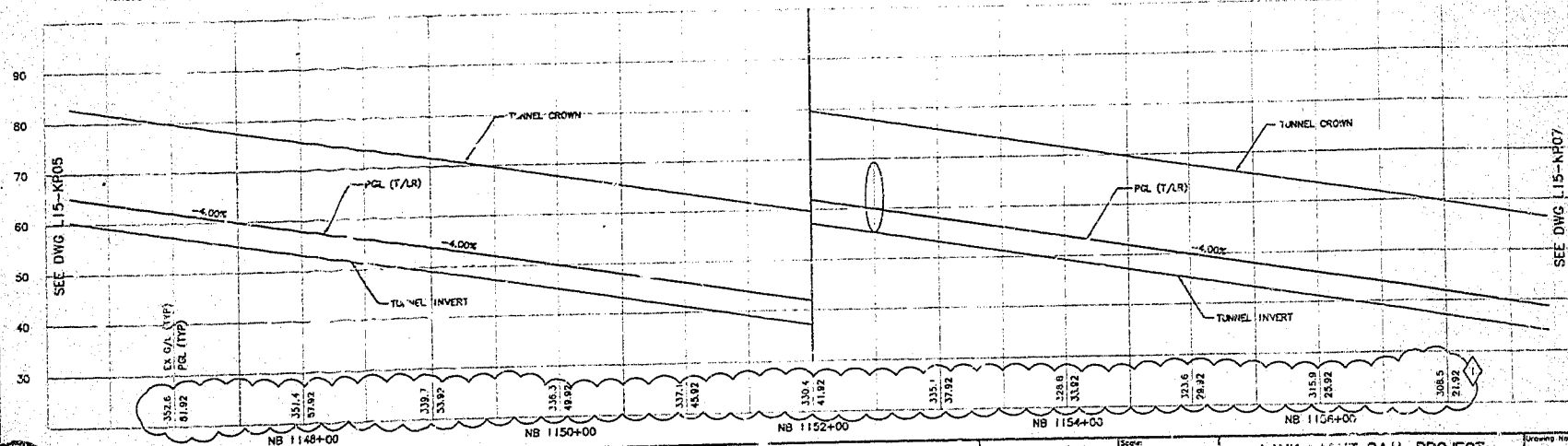
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SEE DWG L15-KP05

SEE DWG L15-KP06



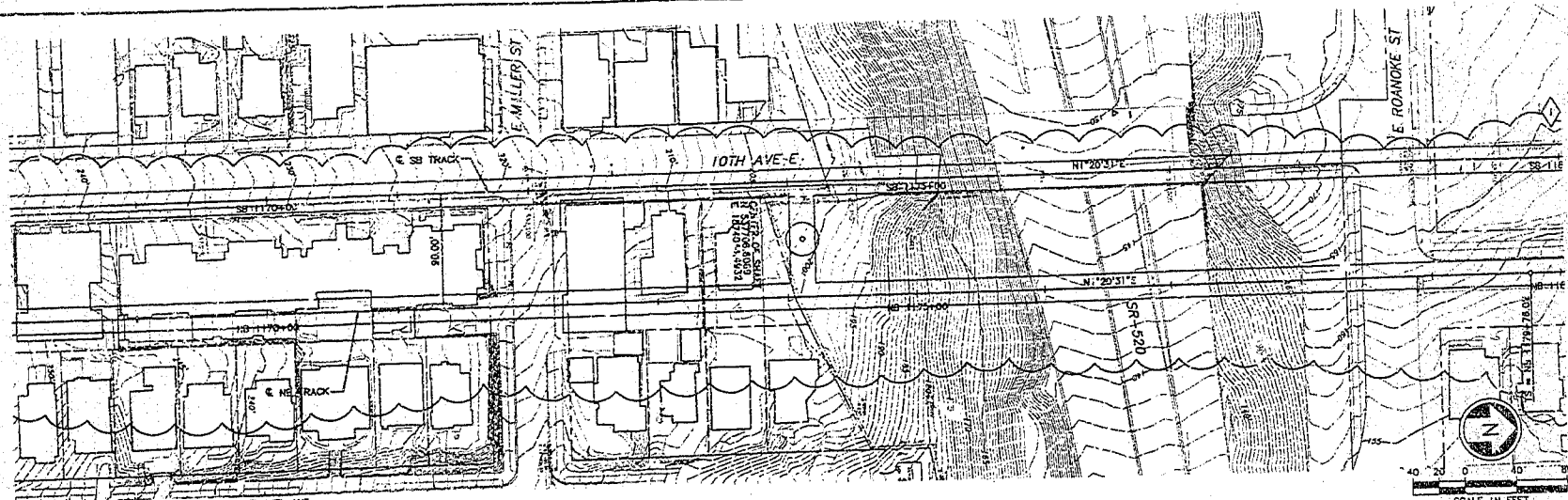
NOTE: SEE STRUCTURE DRAWINGS FOR TUNNEL AND CROSS PASSAGE INFORMATION.



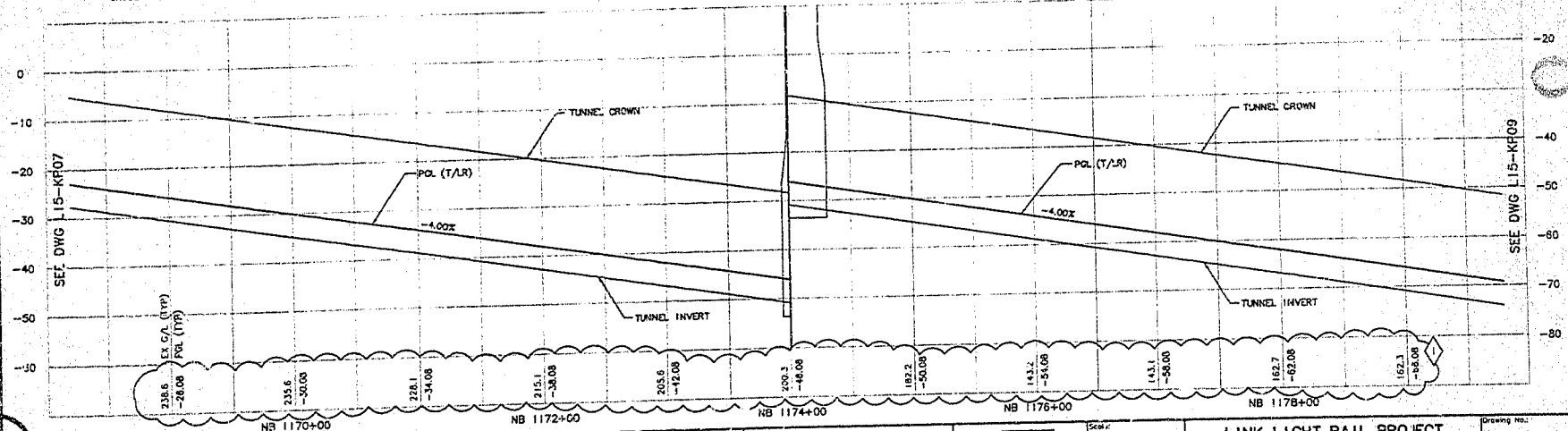
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SEE DWG L15-KP07



NOTE: SEE STRUCTURE DRAWINGS FOR TUNNEL AND CROSS PASSAGE INFORMATION.



SEE DWG L15-KP08

SEE DWG L15-KP09



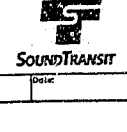
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2	3-17-00		NLK	AAR	CTC
3	3-17-00		NLK	AAR	CTC
4	3-17-00		NLK	AAR	CTC
5	3-17-00		NLK	AAR	CTC
6	3-17-00		NLK	AAR	CTC
7	3-17-00		NLK	AAR	CTC
8	3-17-00		NLK	AAR	CTC
9	3-17-00		NLK	AAR	CTC
10	3-17-00		NLK	AAR	CTC

Designed By: N. KOKLIGOS
 Drawn By: K. HUYNH
 Checked By: A. RABEN
 Approved By: G. CLARK

PRELIMINARY



Submitting: _____ Date: _____
 Approved: _____ Date: _____



Scale: H: 1"=40'; V: 1"=10'
 Filename: N30_L15_KP08.dwg
 Contract No.: 1.3 235
 Date: 01/05/00

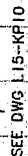
LINK LIGHT RAIL PROJECT
NORTH CORRIDOR
TRACK PLAN & PROFILE
 STA NB 1168+50 TO STA NB 1179+50

Drawing No.: L15-KP08
 MANDATORY
 Sheet No.: _____

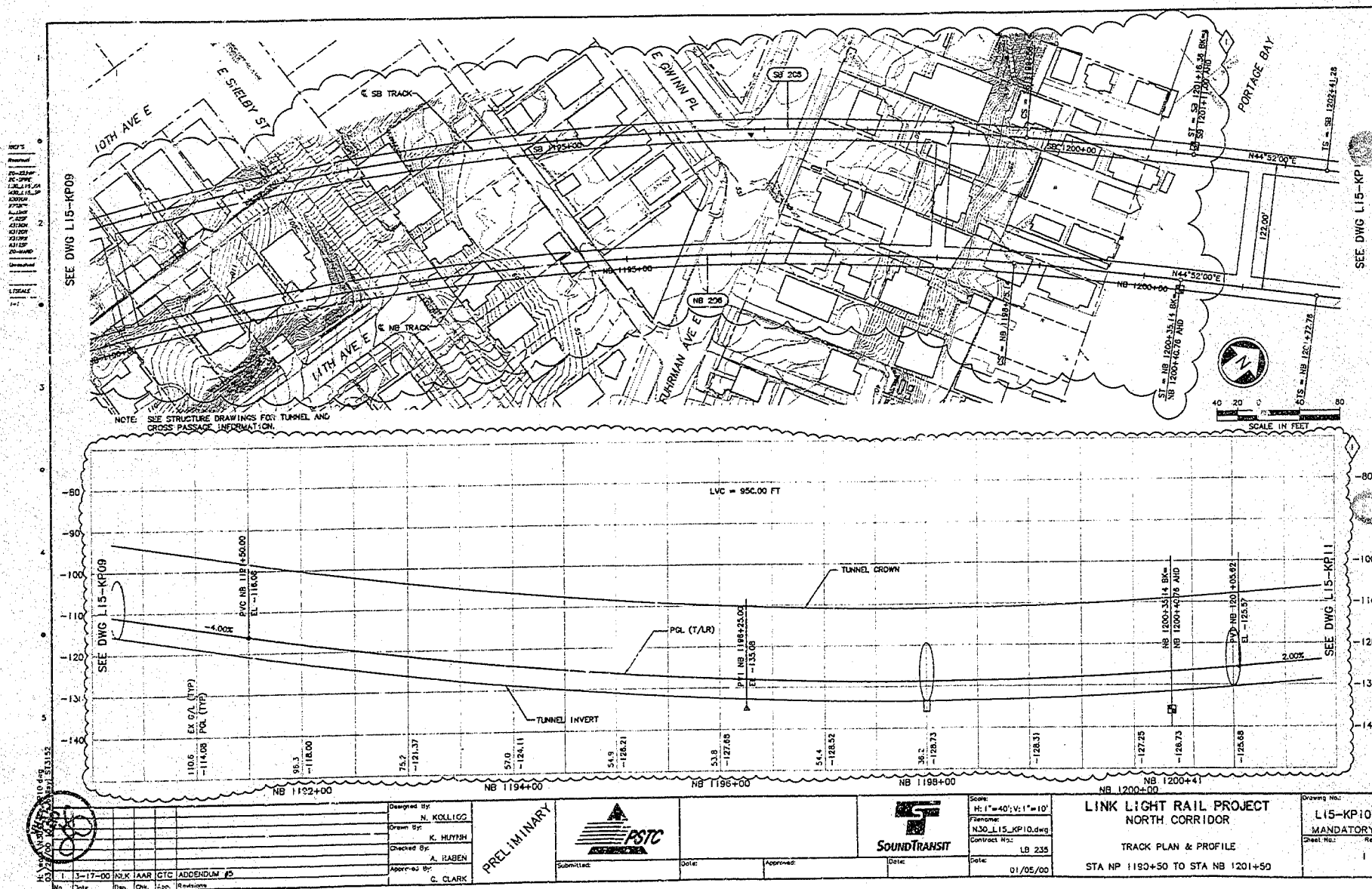
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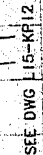
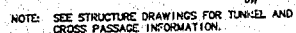



CURVE NB 205		CURVE SB 205	
PI STA.	(NB 1180+54.21)	PI STA.	(SB 1191+35.43)
R	2500.00	R	2500.00
Lc	1739.12	Lc	1739.12
Ls1	160.00	Ls1	160.00
Ls2	160.00	Ls2	160.00
Ea	2.50°	Ea	2.50°
Eu	2.29°	Eu	2.29°
V	55 MPH	V	55 MPH



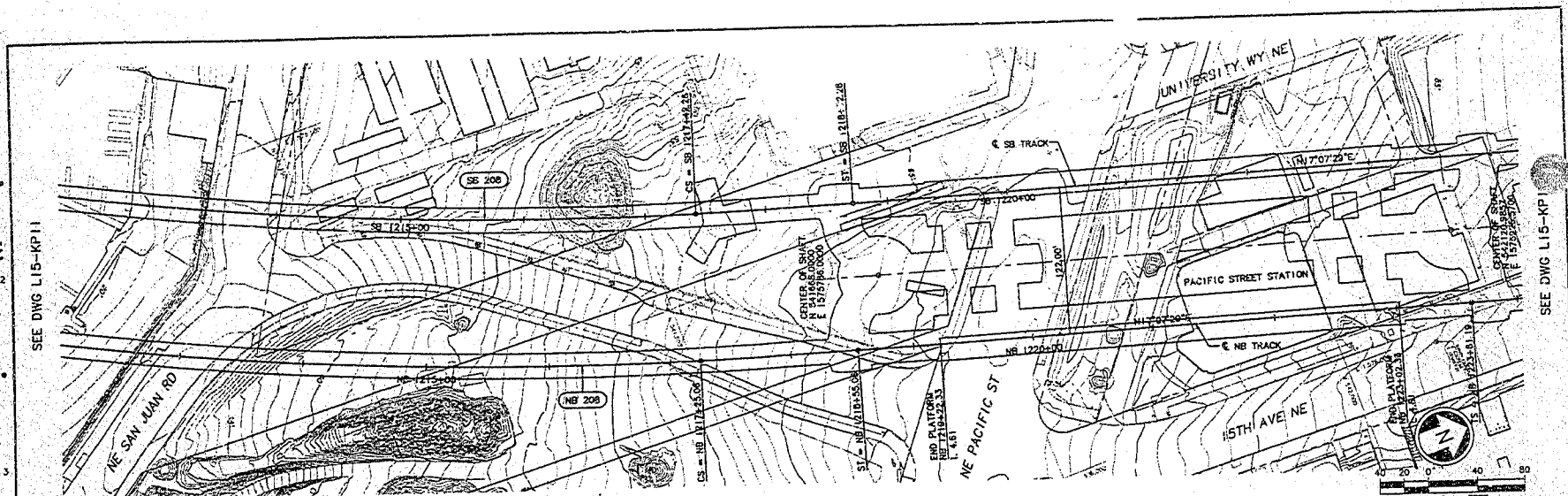
Drawing No.: L15-KP09
MANDATORY
Sheet No.: Rev. 1



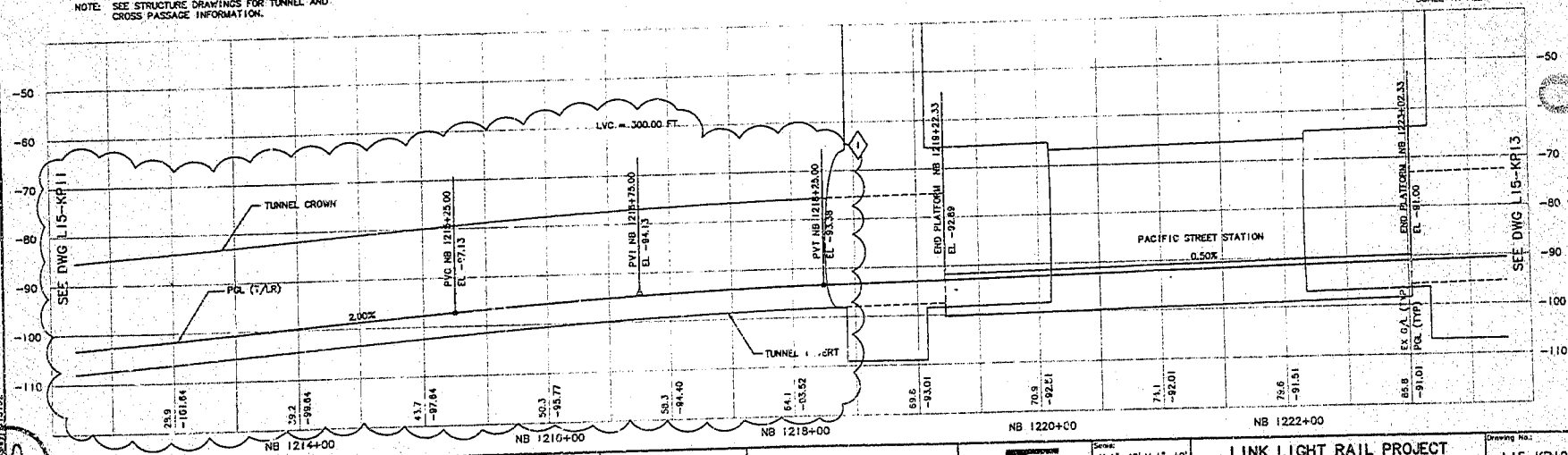
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1. SEE DWG L15-KP11
 2. SEE DWG L15-KP12
 3. SEE DWG L15-KP13



NOTE: SEE STRUCTURE DRAWINGS FOR TUNNEL AND CROSS PASSAGE INFORMATION.



1. SEE DWG L15-KP11
 2. SEE DWG L15-KP12
 3. SEE DWG L15-KP13

Designed By: N. KOLLIS
 Drawn By: K. HUNTER
 Checked By: A. RASCH
 Approved By: C. CLARK

PRELIMINARY



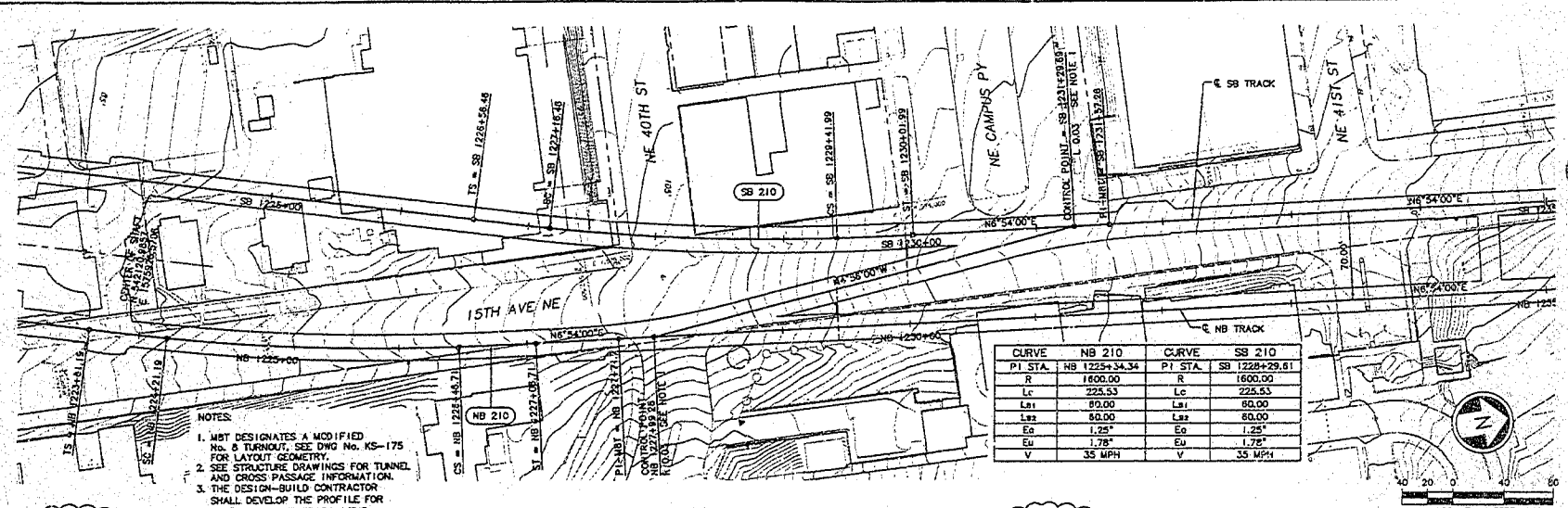
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 Date: 01/05/00

LINK LIGHT RAIL PROJECT
 NORTH CORRIDOR
 TRACK PLAN & PROFILE
 STA NB 1212+50 TO STA NB 1223+50

Drawing No.: L15-KP12
 Sheet No.: MANDATORY
 Rev: 1

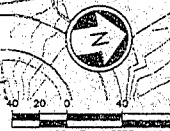
REVISIONS
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SEE DWG L15-KP12

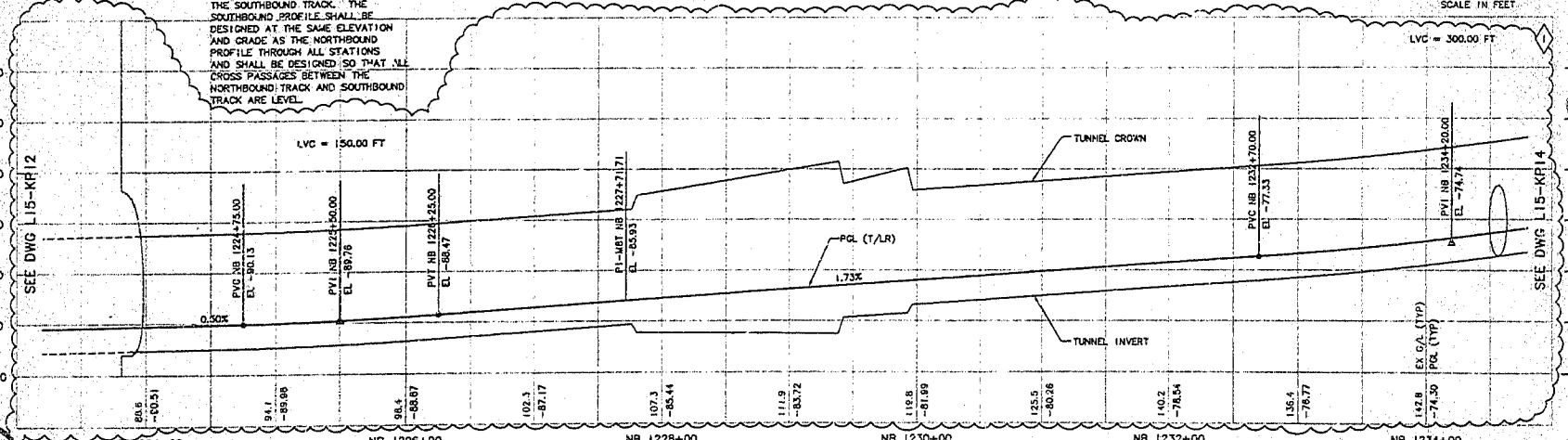


NOTES:
 1. MBT DESIGNATES A MODIFIED No. 8 TURNOUT. SEE DWG No. KS-175 FOR LAYOUT GEOMETRY.
 2. SEE STRUCTURE DRAWINGS FOR TUNNEL AND CROSS PASSAGE INFORMATION.
 3. THE DESIGN-BUILD CONTRACTOR SHALL DEVELOP THE PROFILE FOR THE SOUTHBOUND TRACK. THE SOUTHBOUND PROFILE SHALL BE DESIGNED AT THE SAME ELEVATION AND GRADE AS THE NORTHBOUND PROFILE THROUGH ALL STATIONS AND SHALL BE DESIGNED SO THAT ALL CROSS PASSAGES BETWEEN THE NORTHBOUND TRACK AND SOUTHBOUND TRACK ARE LEVEL.

CURVE NB 210			CURVE SB 210		
PI STA.	NB 1225+34.34		PI STA.	SB 1228+29.81	
R	1600.00		R	1600.00	
Lc	225.53		Lc	225.53	
Ls1	80.00		Ls1	80.00	
Ls2	80.00		Ls2	80.00	
Ea	1.25°		Ea	1.25°	
Eu	1.78°		Eu	1.78°	
V	35 MPH		V	35 MPH	



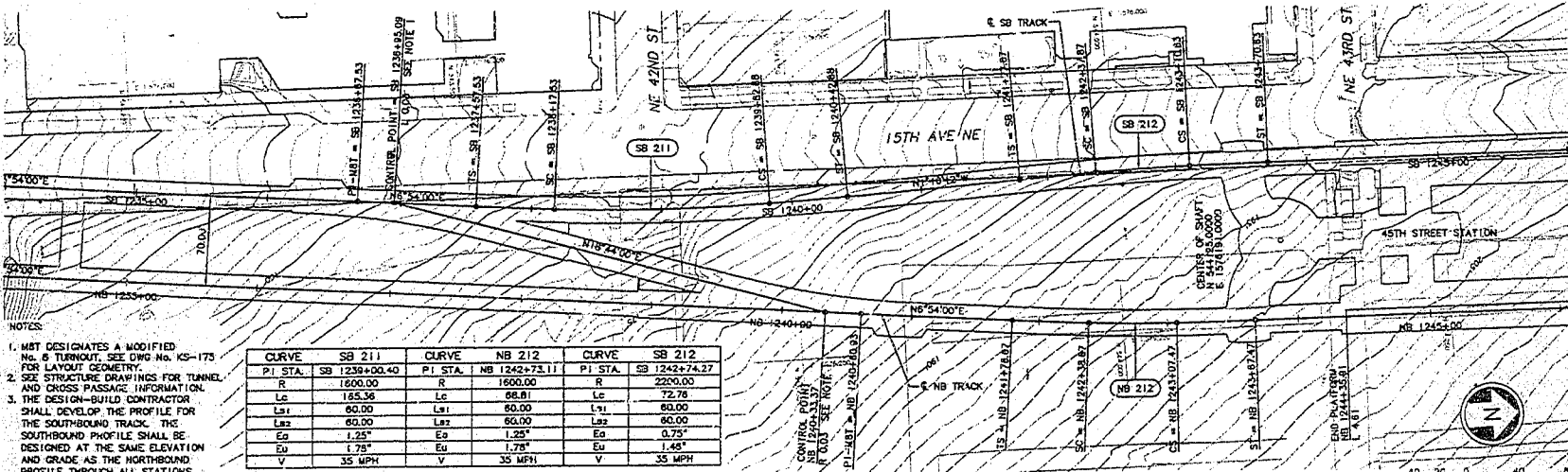
SEE DWG L15-KP14



NB 1224+00 NB 1226+00 NB 1228+00 NB 1230+00 NB 1232+00 NB 1234+00		Designed By: N. KOLLOS Drawn By: K. HUYNH Checked By: A. RABEN Approved By: C. CLARK	PRELIMINARY Submitted: _____ Date: _____ Approved: _____	 Scale: H: 1"=40'; V: 1"=10' Plan: NSO_L15_KP13.dwg Contract No.: LB 235 Date: 01/05/00	LINK LIGHT RAIL PROJECT NORTH CORRIDOR TRACK PLAN & PROFILE STA NB 1223+50 TO STA NB 1234+50	Drawing No.: L15-KP13 MANDATORY Sheet No.: _____ Rev: _____
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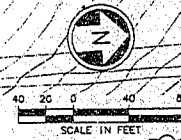
PREPARED BY:
 DESIGNED BY:
 DRAWN BY:
 CHECKED BY:
 APPROVED BY:
 DATE:

SEE DWG L15-KP13

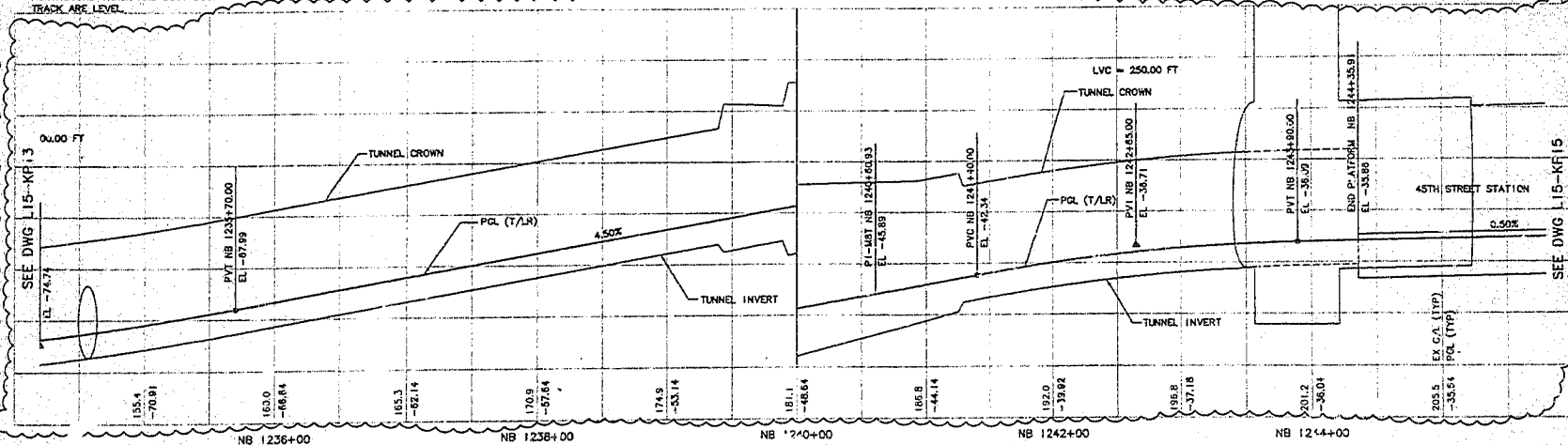


- NOTES:
1. MBT DESIGNATES A MODIFIED No. 6 TURNOUT. SEE DWG No. KS-175 FOR LAYOUT GEOMETRY.
 2. SEE STRUCTURE DRAWINGS FOR TUNNEL AND CROSS PASSAGE INFORMATION.
 3. THE DESIGN-BUILD CONTRACTOR SHALL DEVELOP THE PROFILE FOR THE SOUTHBOUND TRACK. THE SOUTHBOUND PROFILE SHALL BE DESIGNED AT THE SAME ELEVATION AND GRADE AS THE NORTHBOUND PROFILE THROUGH ALL STATIONS AND SHALL BE DESIGNED SO THAT ALL CROSS PASSAGES BETWEEN THE NORTHBOUND TRACK AND SOUTHBOUND TRACK ARE LEVEL.

CURVE	SB 211	CURVE	NB 212	CURVE	SB 212
PI STA.	SB 1236+00.40	PI STA.	NB 1242+73.11	PI STA.	SB 1242+74.27
R	1600.00	R	1600.00	R	2200.00
Lc	165.56	Lc	66.61	Lc	72.76
Ls1	60.00	Ls1	60.00	Ls1	60.00
Ls2	60.00	Ls2	60.00	Ls2	60.00
Ea	1.25°	Ea	1.25°	Ea	0.75°
Eu	1.75°	Eu	1.75°	Eu	1.45°
V	35 MPH	V	35 MPH	V	35 MPH



SEE DWG L15-KP15



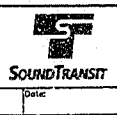
SEE DWG L15-KP15



1	3-17-00	NLK	AAR	GTC	ADDENDUM #3
2					
3					
4					
5					
6					
7					
8					
9					
10					



Submitted: _____ Date: _____
 Approved: _____ Date: _____

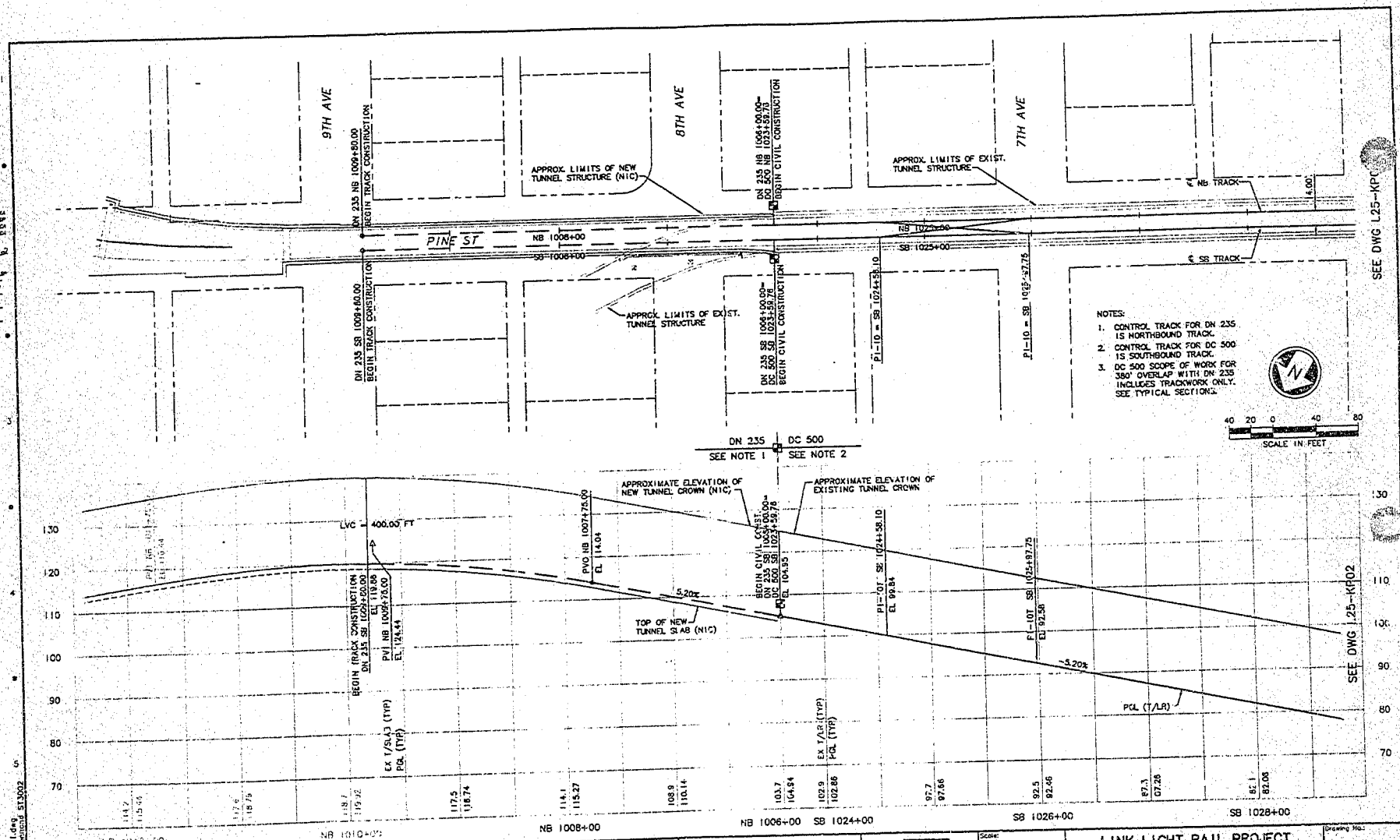


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 Date: 01/05/00

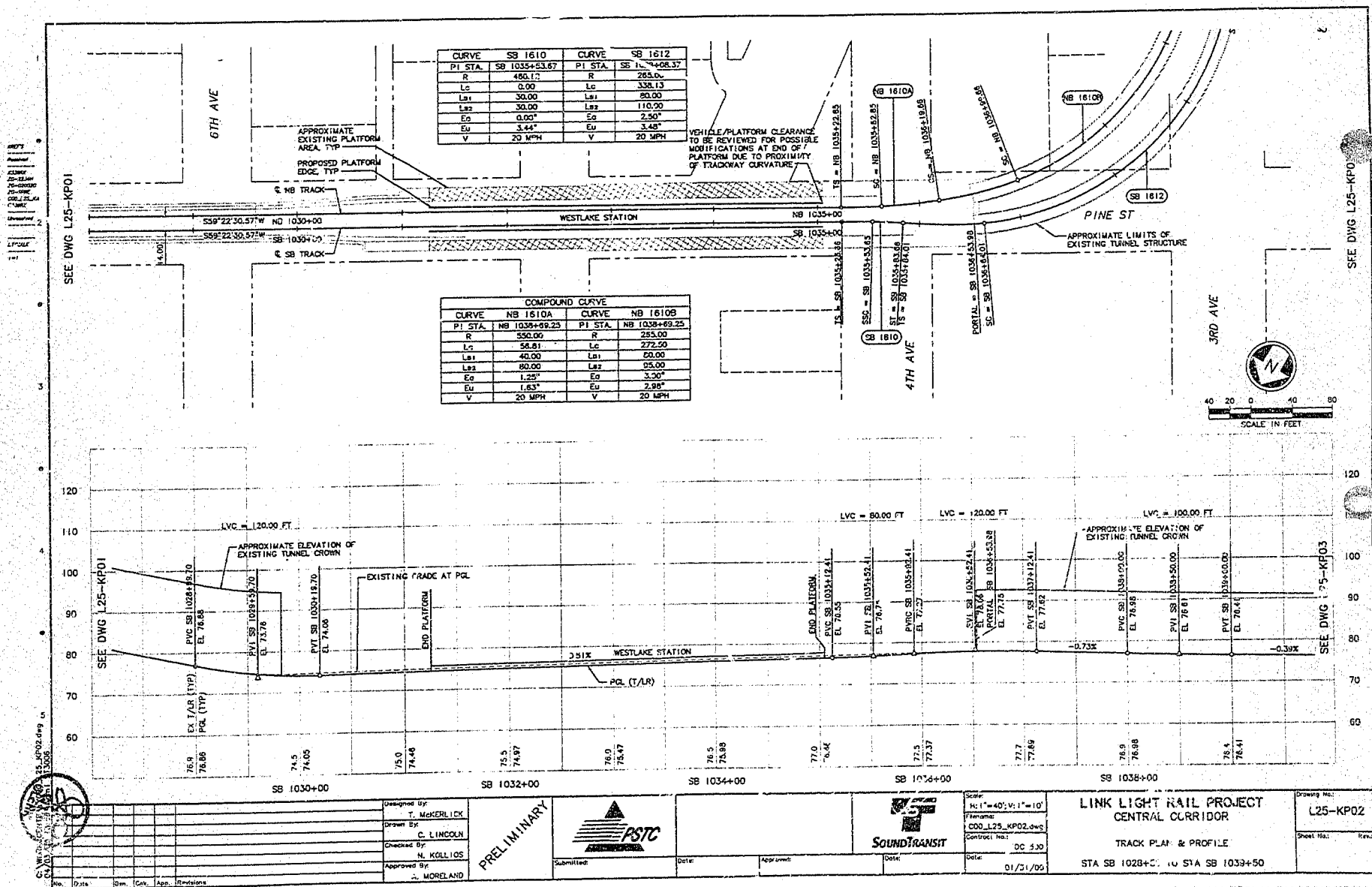
LINK LIGHT RAIL PROJECT
NORTH CORRIDOR
TRACK PLAN & PROFILE
 STA NB 1234+50 TO STA NB 1245+50

Drawing No.: L15-KP14
 MANDATORY
 Sheet 1 of 1
 Rev: 1

NOTES:
1. CONTROL TRACK FOR DN 235
IS NORTHBOUND TRACK.
2. CONTROL TRACK FOR DC 500
IS SOUTHBOUND TRACK.
3. DC 500 SCOPE OF WORK FOR
360° OVERLAP WITH DN 235
INCLUDES TRACKWORK ONLY.
SEE TYPICAL SECTIONS.

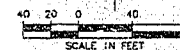
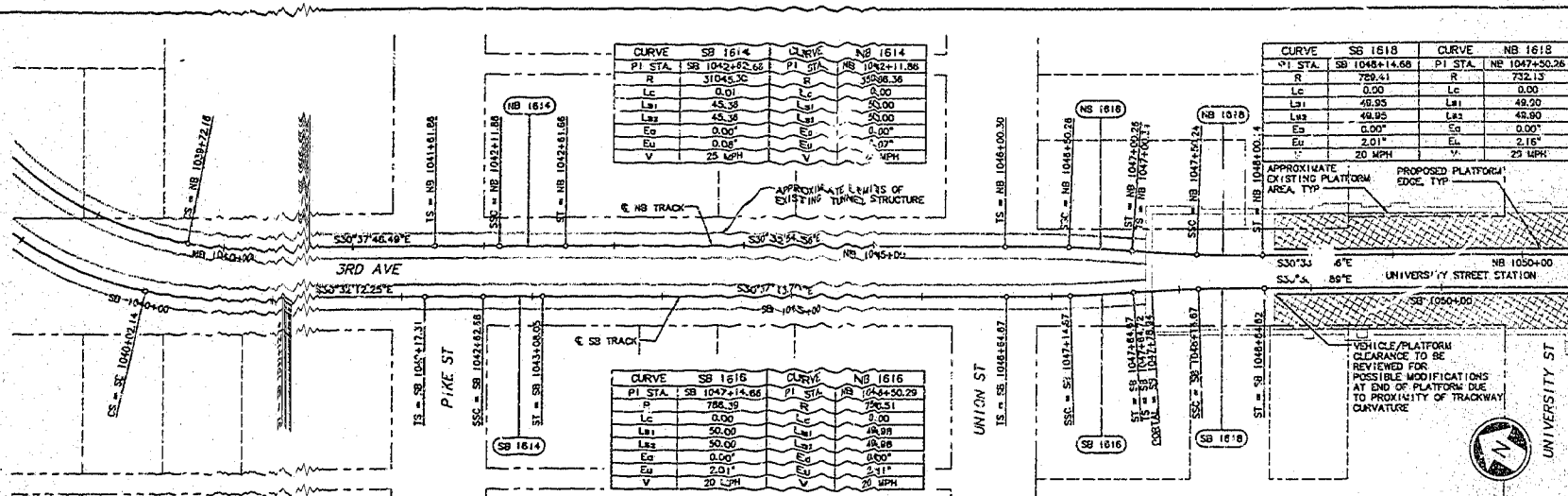


Designated by: T. McKEERLICK Drawn by: C. LINCOLN Checked by: N. KOLLIGS Approved by: A. MORELAND		PRELIMINARY		Date: _____	Approved: _____	Date: _____	Scale: 1/4" = 40' V; 1" = 10' H Filename: CDD_L25_KP01.dwg Contract No.: DC 500 Date: 07/31/00	LINK LIGHT RAIL PROJECT CENTRAL CORRIDOR TRACK PLAN & PROFILE STA NB 1009+60.00 TO STA NB 1008+00 STA SB 1023+59.76 TO STA SB 1028+50	Drawing No.: L25-KP01 Sheet No.: _____
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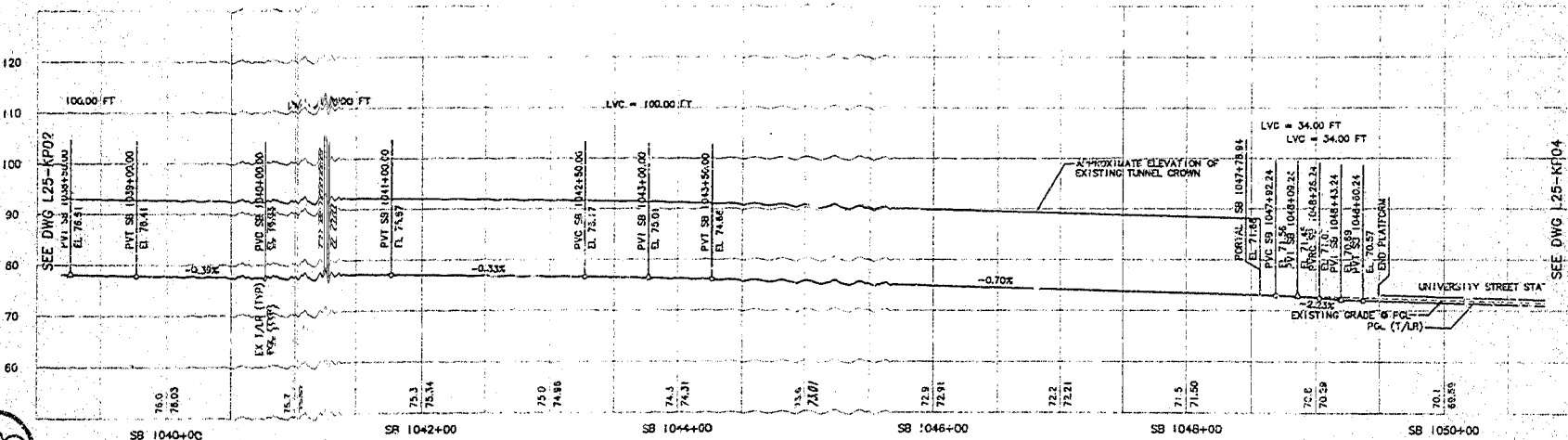


NOTES:
1. ALL DIMENSIONS ARE IN FEET.
2. ALL ELEVATIONS ARE IN FEET.
3. ALL DISTANCES ARE IN FEET.
4. ALL ANGLES ARE IN DEGREES.
5. ALL CURVES ARE IN FEET.
6. ALL GRADES ARE IN PERCENT.
7. ALL SLOPES ARE IN FEET PER HUNDRED FEET.
8. ALL TOLERANCES ARE IN FEET.
9. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE TRACK.
10. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE TRACK.

SEE DWG L25-KP02



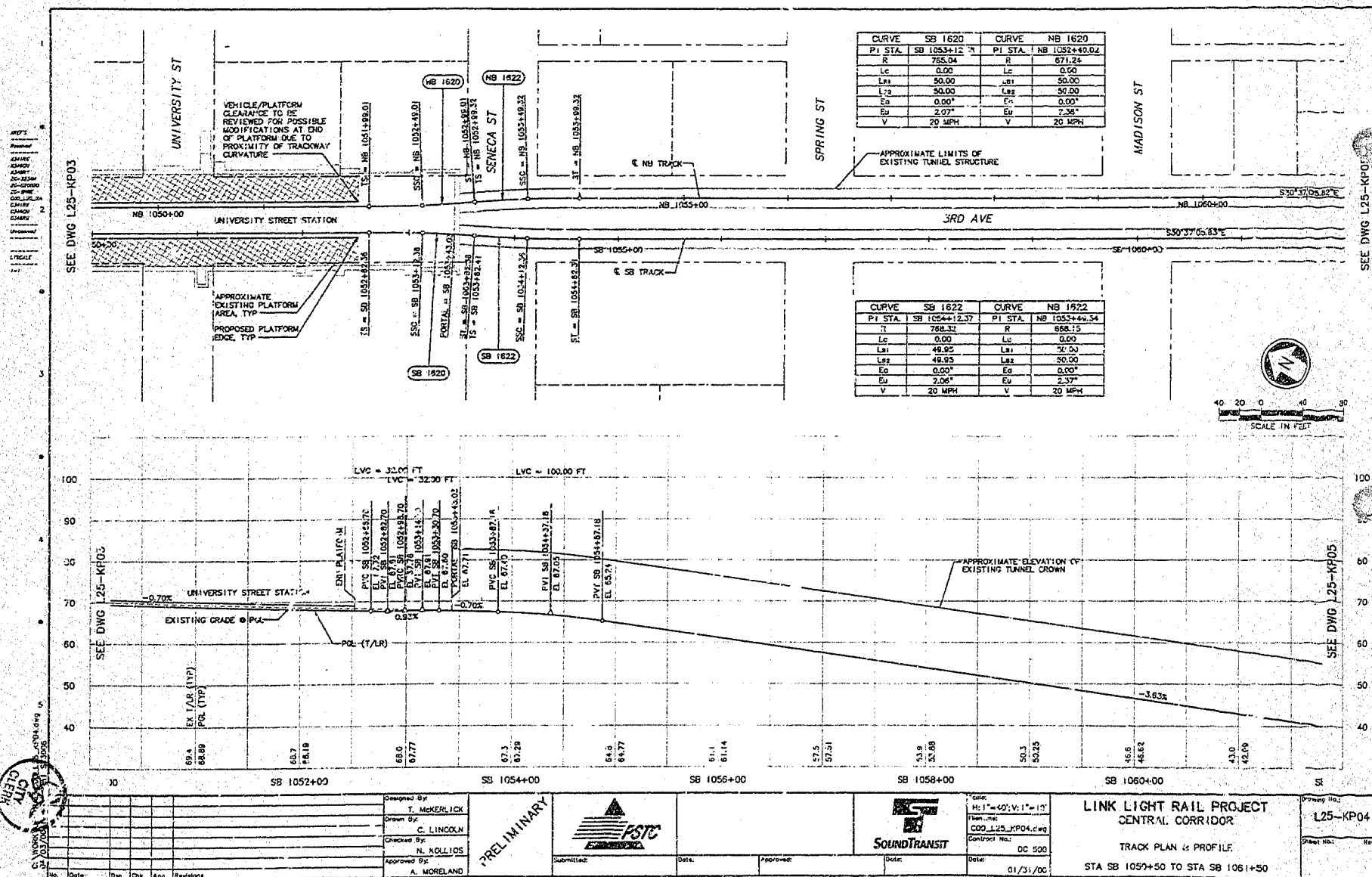
SEE DWG L25-KP02



SEE DWG L25-KP04



SB 1040+00 SB 1042+00 SB 1044+00 SB 1046+00 SB 1048+00 SB 1050+00		Designed by: T. McKEERLICK Drawn by: C. LINCOLN Checked by: N. KOLLIOS Approved by: A. MORELAND	PRELIMINARY			Scale: H: 1"=40'; V: 1"=10' Filename: COO_L25_KP03.dwg Contract No.: DC 509 Date: 01/21/00	LINK LIGHT RAIL PROJECT CENTRAL CORRIDOR TRACK PLAN & PROFILE STA SB 1039+50 TO STA SB 1050+50	Drawing No.: L25-KP03 Sheet No.: Rev.:
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CURVE		SB 162S	CURVE		NB 162S
P1 STA.	SS	1070+67.24	P1 STA.	NB	1070+10.64
R		709.74	R		851.22
Lc		0.00	Lc		0.00
Ls1		46.70	Ls1		47.00
Ls2		46.70	Ls2		47.00
E1		0.00*	E2		0.00*
E2		2.23*	E3		2.43*
V		20 MPH	V		20 MPH

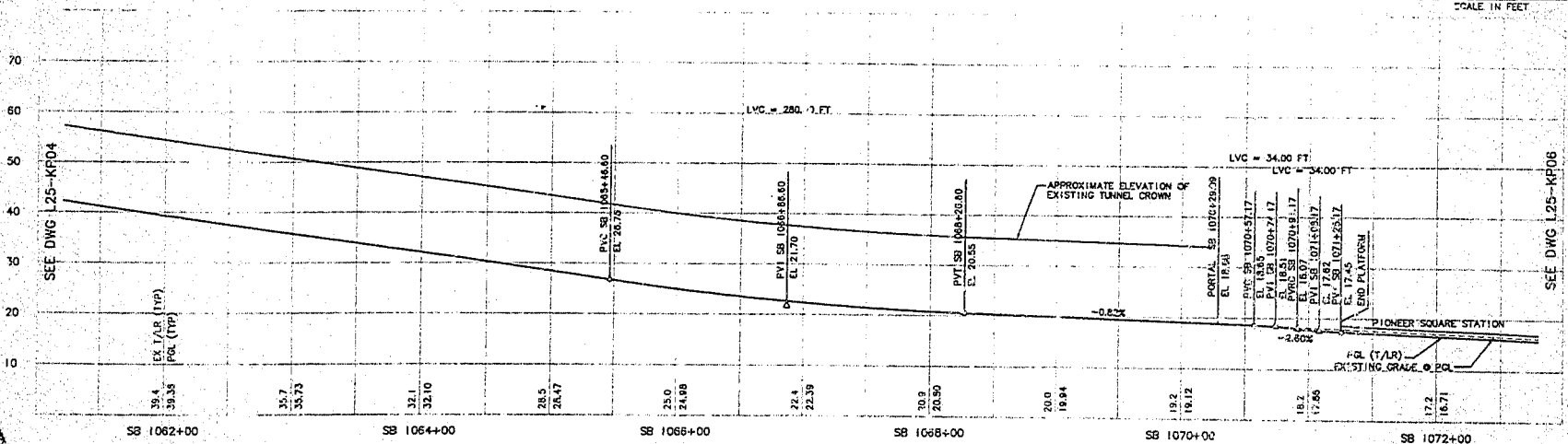
APPROXIMATE LIMITS OF
EXISTING TUNNEL STRUCTURE
€ NB TRACK


CURVE SB 1826		CURVE NB 1826	
PI STA.	SB 1069+70.47	PI STA.	NB 1069+13.55
R	784.72	R	893.25
Lc	0.00	Lc	0.00
Ls1	50.00	Ls1	50.00
Ls2	50.00	Ls2	50.00
Ea	0.00"	Ea	0.00"
Ea	2.02"	Ea	2.28"
V	20 MPH	V	20 MPH

VEHICLE/PLATFORM CLEARANCE
TO BE REVIEWED FOR POSSIBLE
MODIFICATIONS AT END OF
PLATFORM DUE TO PROXIMITY OF
TRACKWAY CURVATURE



0 20 40 80
SCALE IN FEET

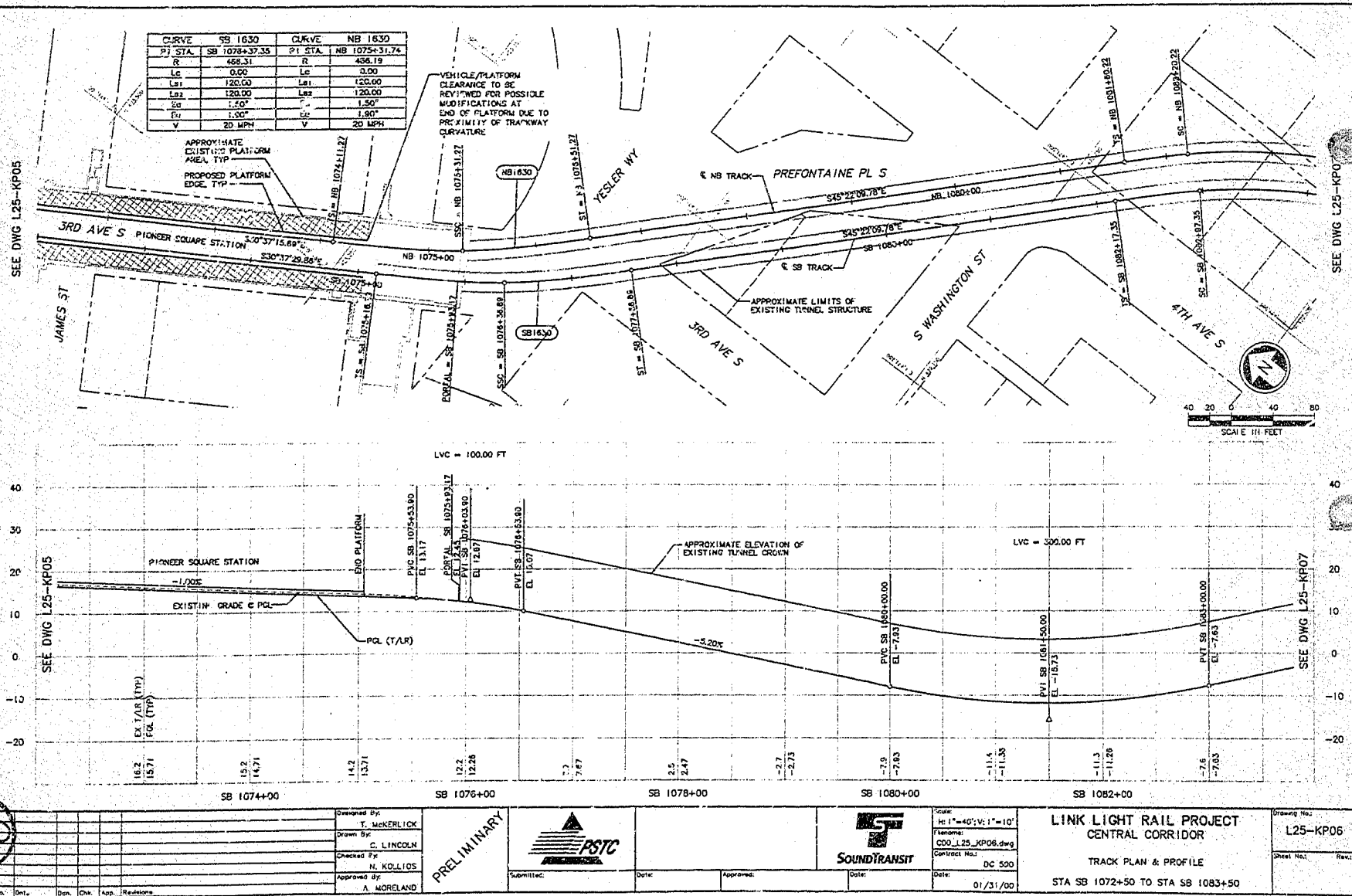


					Designed By: T. McERLICK	<div>PRELIMINARY</div>		<div>SOUNDTRANSIT</div>	Scale: H: 1"=40'; V: 1"=10'	LINK LIGHT RAIL PROJECT CENTRAL CORRIDOR	Drawing No.: L25-KP05	
					Drawn By: C. LINCOLN				Name: CDD_L25_KP05.dwg		TRACK PLAN & PROFILE	Sheet No.: Rev:
					Checked By: N. KOLLIOS				Contract No.: DC 500		STA SB 1061+50 TO STA SB 1072+50	
					Approved By: A. MORELAND				Submitted:		Date:	Approved:
Mn	Tsle	Om	Ch	App	Revisions							

CURVE	SB 1630	CURVE	NB 1630
PI STA	SB 1078+37.35	PI STA	NB 1075+31.74
R	456.31	R	456.19
LC	0.00	LC	0.00
Ls1	120.00	Ls1	120.00
Ls2	120.00	Ls2	120.00
SS	1.50°	SS	1.50°
ES	1.50°	ES	1.50°
V	20 MPH	V	20 MPH

APPROXIMATE
EXISTING PLATFORM
AREA, TYP
PROPOSED PLATFORM
EDGE, TYP

VEHICLE/PLATFORM
CLEARANCE TO BE
REVIEWED FOR POSSIBLE
MODIFICATIONS AT
END OF PLATFORM DUE TO
PROXIMITY OF TRACKWAY
CURVATURE



Designed By:
T. MCKERLICK
Drawn By:
C. LINCOLN
Checked By:
N. KOLLIS
Approved By:
A. MORELAND

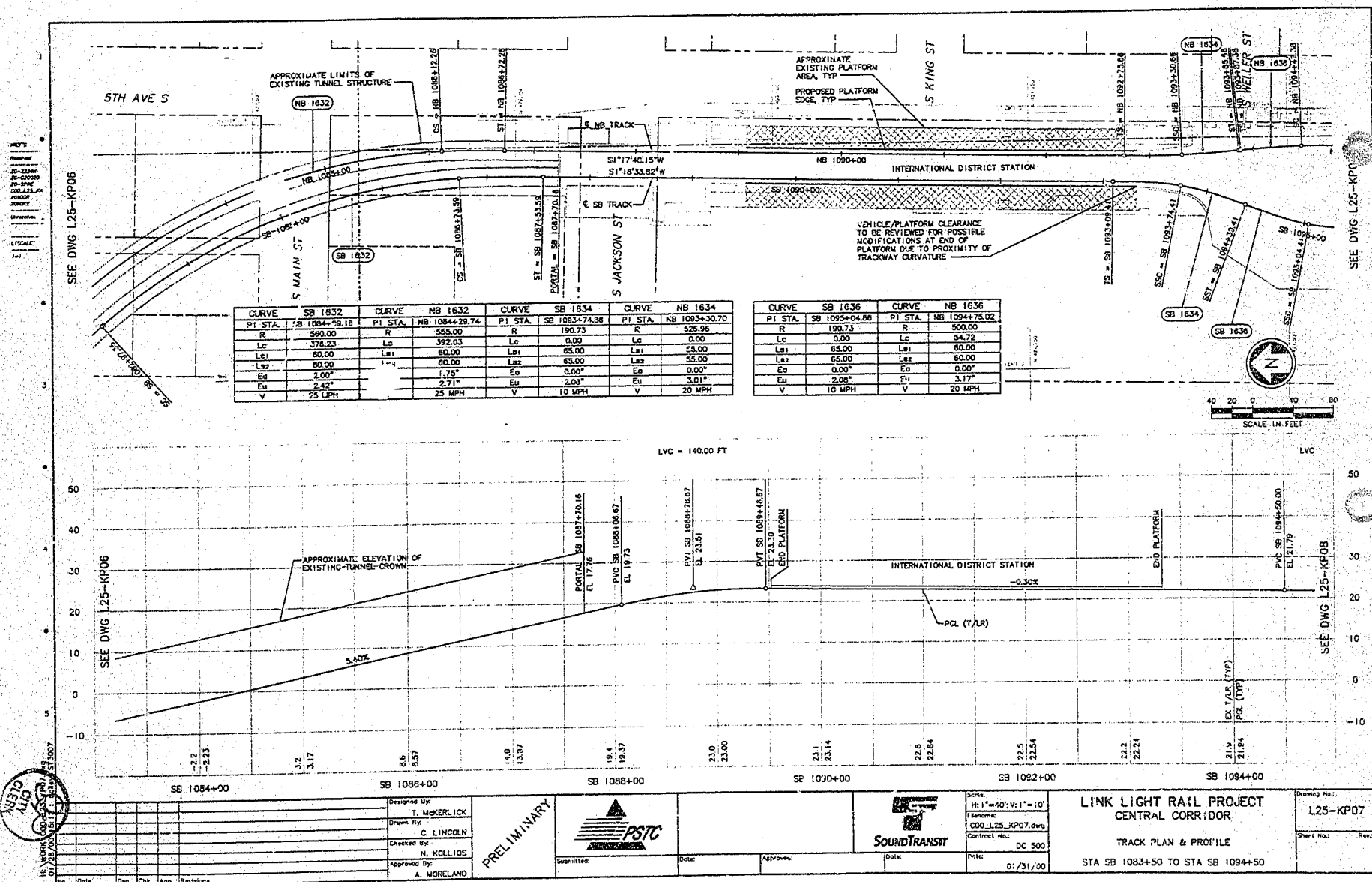
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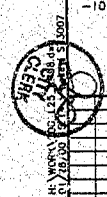
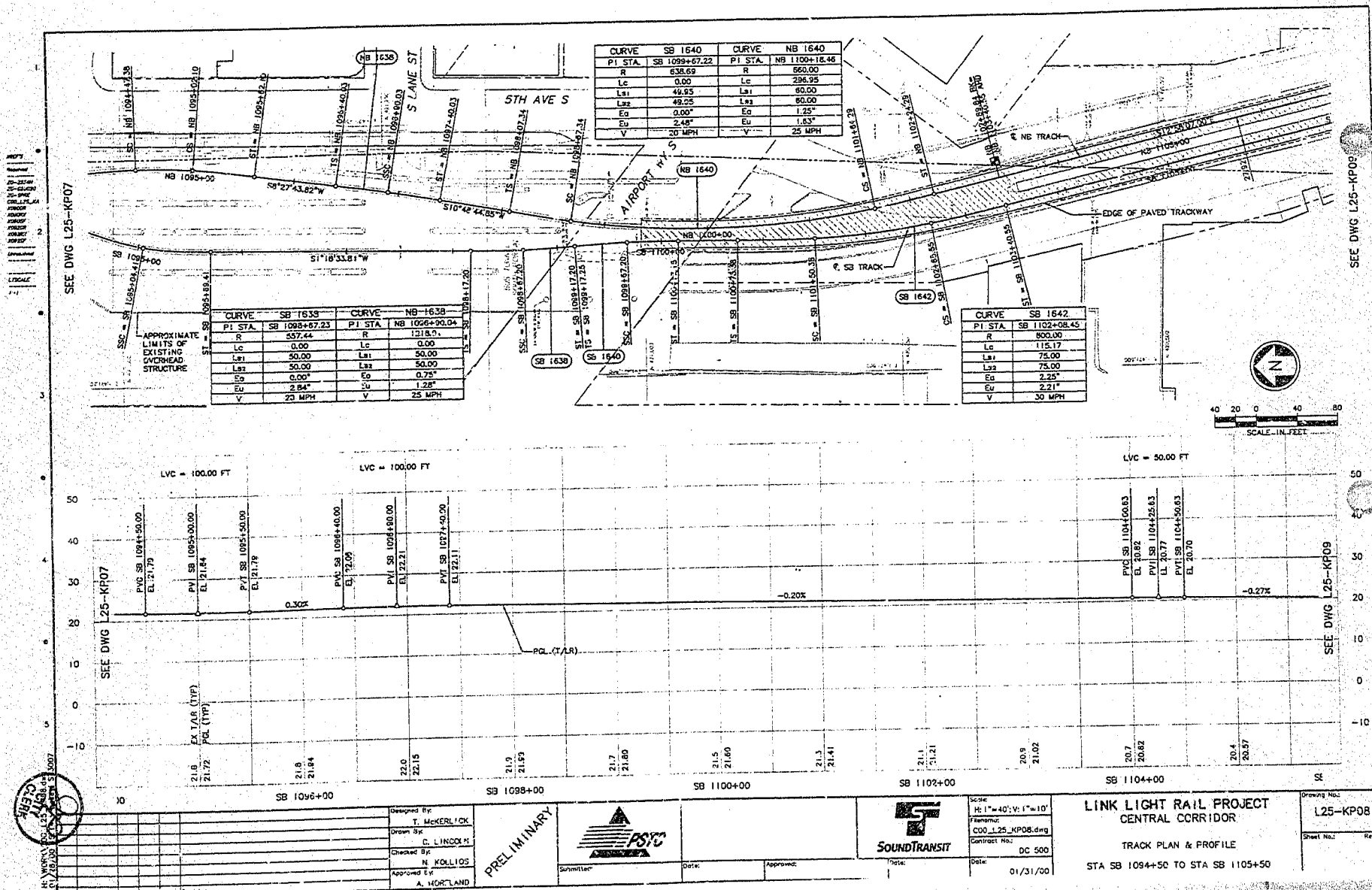


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Contract No.:
DC 500
Date:
01/31/00

LINK LIGHT RAIL PROJECT
CENTRAL CORRIDOR
TRACK PLAN & PROFILE
STA SB 1072+50 TO STA SB 1083+50

Drawing No.:
L25-KP06
Sheet No.:
Rev:





No.	Date	Des.	Chk.	App.	Revisions
1		Designed By:			
2		Drawn By:			
3		Checked By:			
4		Approved By:			
5		Submitted:			

PRELIMINARY

Submitter: _____ Date: _____ Approved: _____ Title: _____

Scale: H=1"=40'; V=1"=10'

Filename: CDD_L25_KP08.dwg

Contract No.: DC 500

Date: 01/31/00

LINK LIGHT RAIL PROJECT
CENTRAL CORRIDOR
TRACK PLAN & PROFILE
STA SB 1094+50 TO STA SB 1105+50

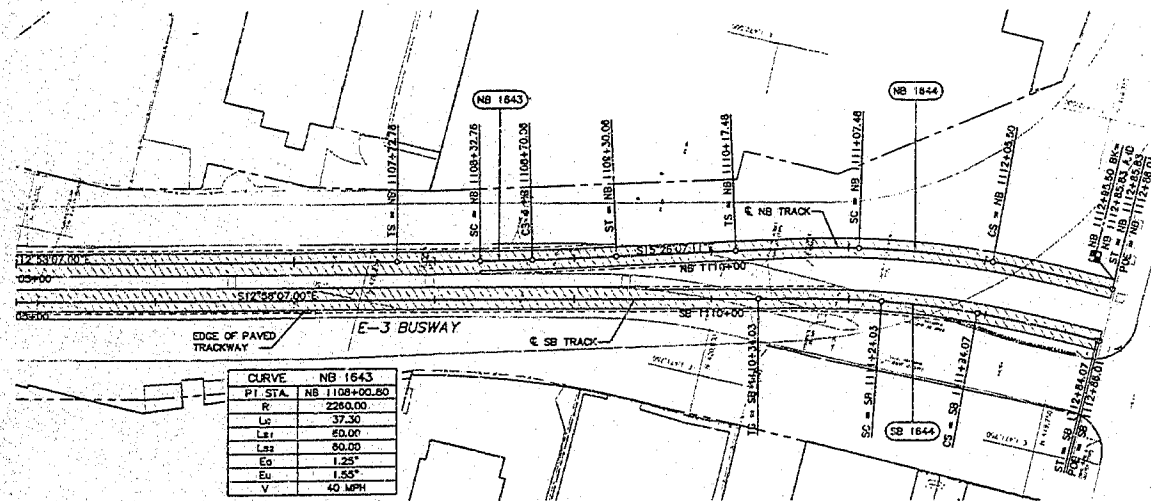
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Sheet No.: _____

Rev.: _____

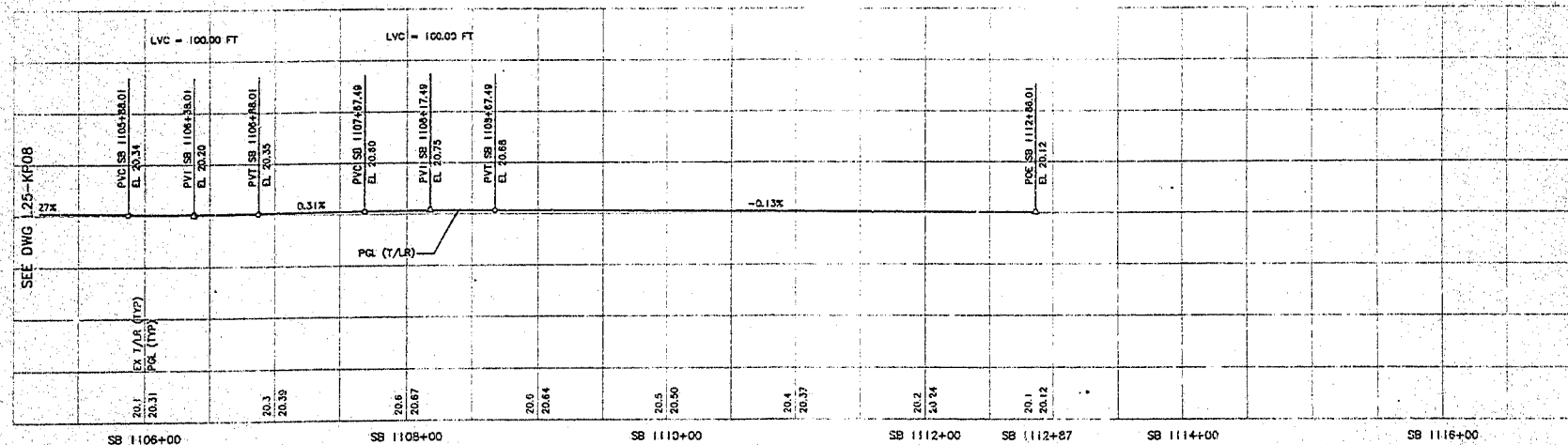
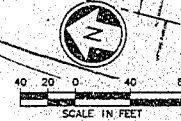
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2. SEE DWG L25-KP09
3. SEE DWG L25-KP10
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90. SEE DWG L25-KP97
91. SEE DWG L25-KP98
92. SEE DWG L25-KP99
93. SEE DWG L25-KP100

SEE DWG L25-KP08



CURVE	NB 1643
PI STA.	NB 1108+00.80
R	2250.00
Ls	37.50
Lss	50.00
La	50.00
Ea	1.25°
Eu	1.55°
V	40 MPH

CURVE	SB 1644	CURVE	NB 1644
PI STA.	SB 1111+59.51	PI STA.	NB 1111+06.80
R	850.00	R	850.00
Ls	70.04	Ls	70.04
Lss	90.00	Lss	90.00
La	90.00	La	90.00
Ea	2.50°	Ea	2.50°
Eu	2.98°	Eu	2.98°
V	30 MPH	V	30 MPH

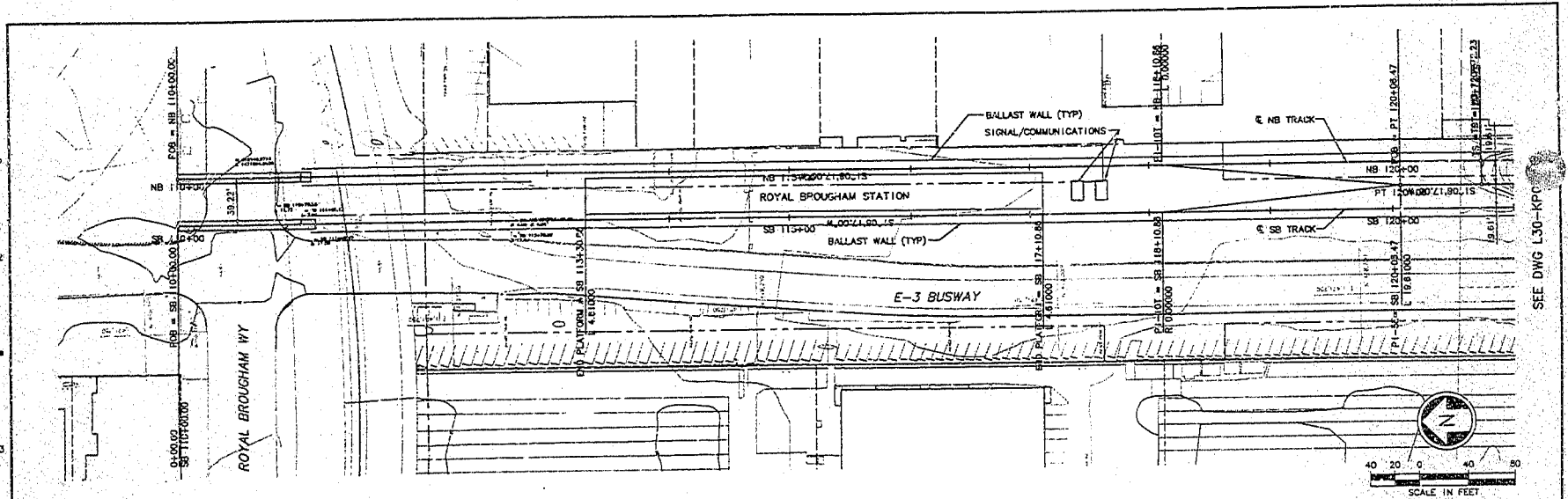


SB 1106+00	SB 1108+00	SB 1110+00	SB 1112+00	SB 1112+27	SB 1114+00	SB 1116+00
20.1 20.31	20.3 20.33	20.6 20.67	20.8 20.84	20.5 20.50	20.4 20.37	20.2 20.24
PVC SB 1104+88.01 EL. 20.31	PVI SB 1106+88.01 EL. 20.20	PVT SB 1108+88.01 EL. 20.35	PVC SB 1107+87.49 EL. 20.80	PVI SB 1109+87.49 EL. 20.75	PVT SB 1111+87.49 EL. 20.88	PVC SB 1112+88.01 EL. 20.12

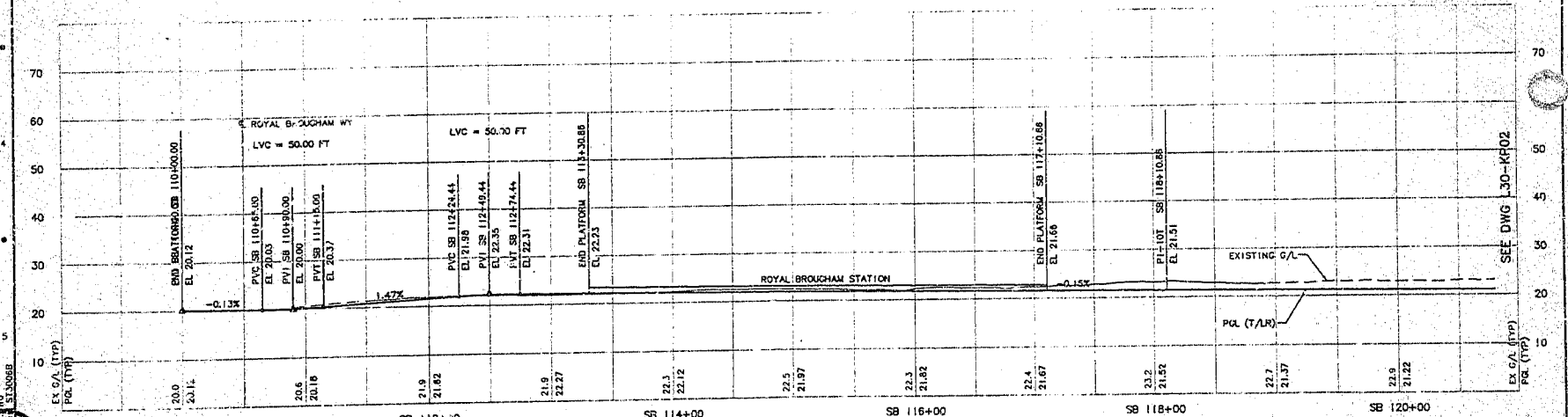
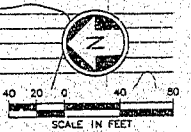
SEE DWG L25-KP08

DESIGNED BY: T. MCKERLICK DRAWN BY: C. LINCOLN CHECKED BY: N. KOLLIOS APPROVED BY: A. MORELAND	PRELIMINARY	PSTC	SOUNDTRANSIT	Scale: H: 1"=40' V: 1"=10' Filename: CCG_L25_KP08.dwg Contract No: DC 500 Date: 01/31/00	LINK LIGHT RAIL PROJECT CENTRAL CORRIDOR TRACK PLAN & PROFILE STA SB 1105+50 TO STA SB 1112+86.26	Drawing No: L25-KP09 Sheet No: Rev:
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NOTES:
1. ALL DIMENSIONS ARE IN FEET.
2. ALL ELEVATIONS ARE IN FEET.
3. ALL DISTANCES ARE IN FEET.
4. ALL ANGLES ARE IN DEGREES.
5. ALL CURVES ARE IN FEET.
6. ALL GRADES ARE IN PERCENT.
7. ALL SLOPES ARE IN PERCENT.
8. ALL VERTICAL CURVES ARE IN FEET.
9. ALL HORIZONTAL CURVES ARE IN FEET.
10. ALL TANGENT LINES ARE IN FEET.



SEE DWG L30-KP02

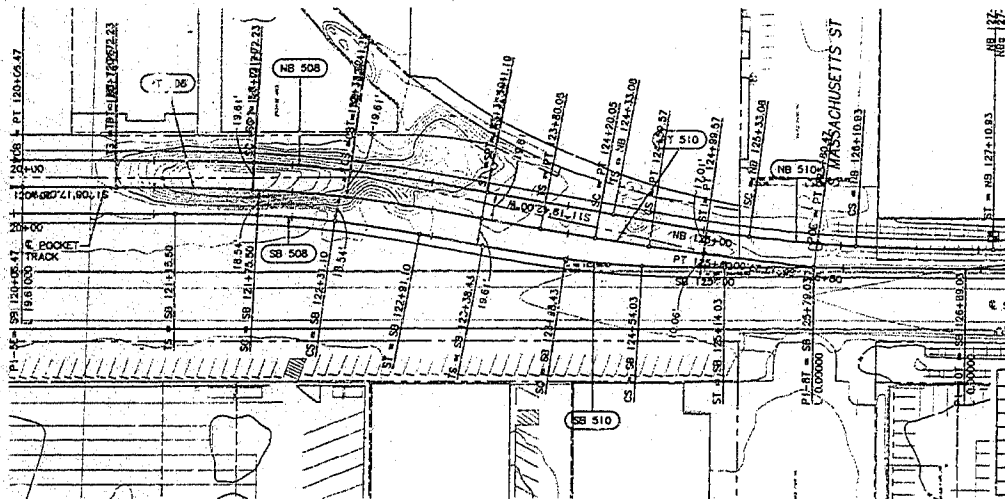


SEE DWG L30-KP02

	Submitted by:	Submitted:	Date:	Approved:	Date:		Scale: 1"=40' V, 1"=10' Filename: C05_L30_KP01.DWG Contract No: DS 700 Date: 01/18/06	LINK LIGHT RAIL PROJECT SOUTH CORRIDOR TRACK PLAN & PROFILE STA SB 110+00 TO STA SB 120+50	Drawing No: L30-KP01
	Designed By:								
	Drawn By:								
	Checked By:								
	Approved By:								

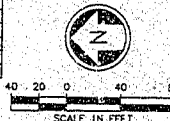
NOTES:
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2. ALL ELEVATIONS ARE IN FEET.
3. ALL DISTANCES ARE IN FEET.
4. ALL ANGLES ARE IN DEGREES.
5. ALL CURVES ARE IN FEET.
6. ALL GRADES ARE IN PERCENT.
7. ALL SLOPES ARE IN PERCENT.
8. ALL TOLERANCES ARE IN FEET.
9. ALL DIMENSIONS ARE TO THE CENTERLINE.
10. ALL DIMENSIONS ARE TO THE EXTERIOR.
11. ALL DIMENSIONS ARE TO THE INTERIOR.
12. ALL DIMENSIONS ARE TO THE SURFACE.
13. ALL DIMENSIONS ARE TO THE SUBGRADE.
14. ALL DIMENSIONS ARE TO THE FILL.
15. ALL DIMENSIONS ARE TO THE CUT.
16. ALL DIMENSIONS ARE TO THE DRAINAGE.
17. ALL DIMENSIONS ARE TO THE EROSION.
18. ALL DIMENSIONS ARE TO THE STABILIZATION.
19. ALL DIMENSIONS ARE TO THE REPAIR.
20. ALL DIMENSIONS ARE TO THE REPLACEMENT.

SEE DWG L30-KP01

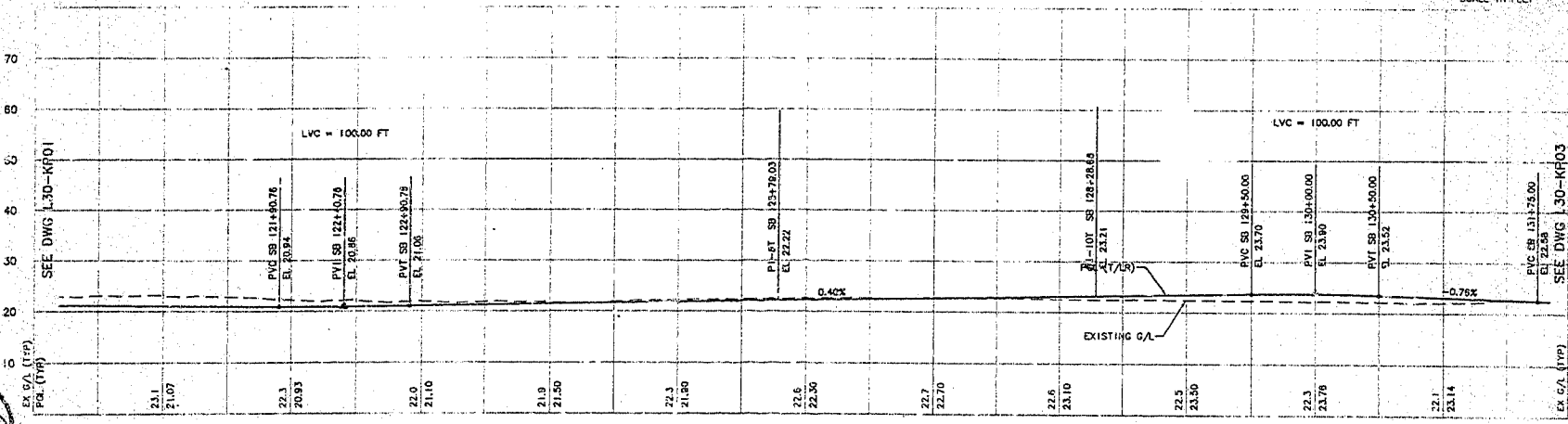


CURVE	SB 508	CURVE	PT 508	CURVE	NB 508
PI STA	SB 122+03.47	PI STA	PT 125+05.22	PI STA	NB 122+06.97
R	650.00	R	950.39	R	950.00
Lc	54.01	Lc	65.51	Lc	58.59
Ls1	60.00	Ls1	95.39	Ls1	100.00
Ls2	60.00	Ls2	98.98	Ls2	100.00
Ec	1.75°	Ec	0.00°	Ec	2.50°
Eu	2.06°	Eu	2.65°	Eu	2.61°
V	25 MPH	V	25 MPH	V	35 MPH

CURVE	SB 510	CURVE	PT 510	CURVE	NB 510
PI STA	SB 124+28.40	PI STA	PT 124+30.82	PI STA	NB 125+72.28
R	650.00	R	1500.00	R	1000.00
Lc	55.01	Lc	35.52	Lc	77.55
Ls1	60.00	Ls1	40.00	Ls1	100.00
Ls2	60.00	Ls2	40.00	Ls2	100.00
Ec	1.75°	Ec	0.00°	Ec	2.50°
Eu	2.06°	Eu	1.65°	Eu	2.35°
V	25 MPH	V	25 MPH	V	35 MPH



SEE DWG L30-KP01



SB 122+00	SB 124+00	SB 126+00	SB 128+00	SB 130+00
21.1 21.07	21.9 21.50	22.3 21.80	22.7 22.70	22.3 23.50
22.3 20.93	22.6 22.30	22.6 23.10	22.3 23.78	22.1 23.14
PVI SB 121+40.76 EL 20.84	PVI SB 122+40.76 EL 20.86	PVI SB 123+40.76 EL 21.08	PVI SB 124+40.76 EL 21.10	PVI SB 125+40.76 EL 21.12
PVI SB 126+40.76 EL 21.10	PVI SB 127+40.76 EL 21.12	PVI SB 128+40.76 EL 21.14	PVI SB 129+40.76 EL 21.16	PVI SB 130+40.76 EL 21.18
PVI SB 131+40.76 EL 21.20	PVI SB 132+40.76 EL 21.22	PVI SB 133+40.76 EL 21.24	PVI SB 134+40.76 EL 21.26	PVI SB 135+40.76 EL 21.28

DATE: 01/18/00
BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]

Designed By: N. KOUJOS
Drawn By: K. HUYNH
Checked By: R. CROWELL
Approved By: J. GUSTETICH

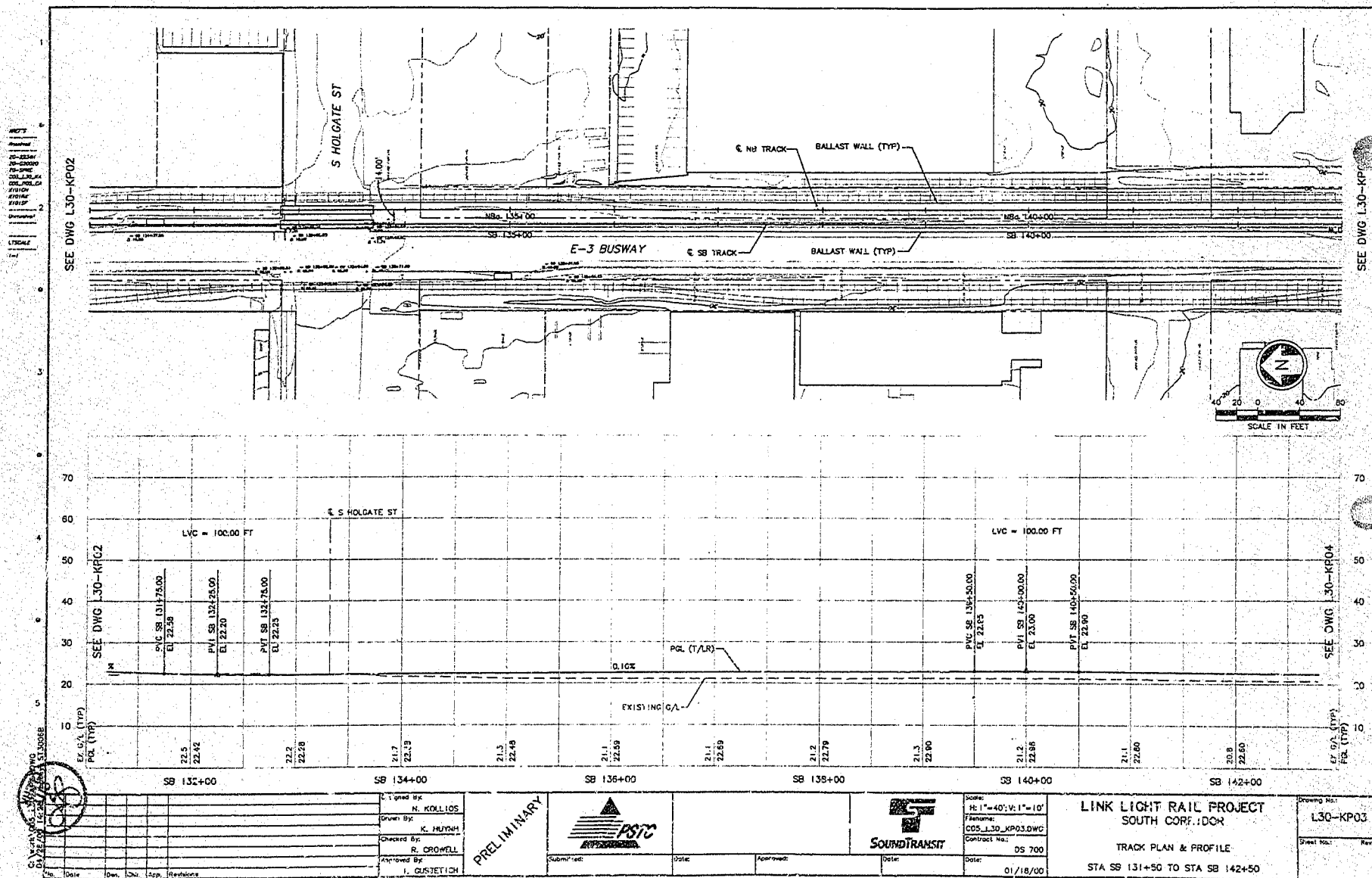
PRELIMINARY

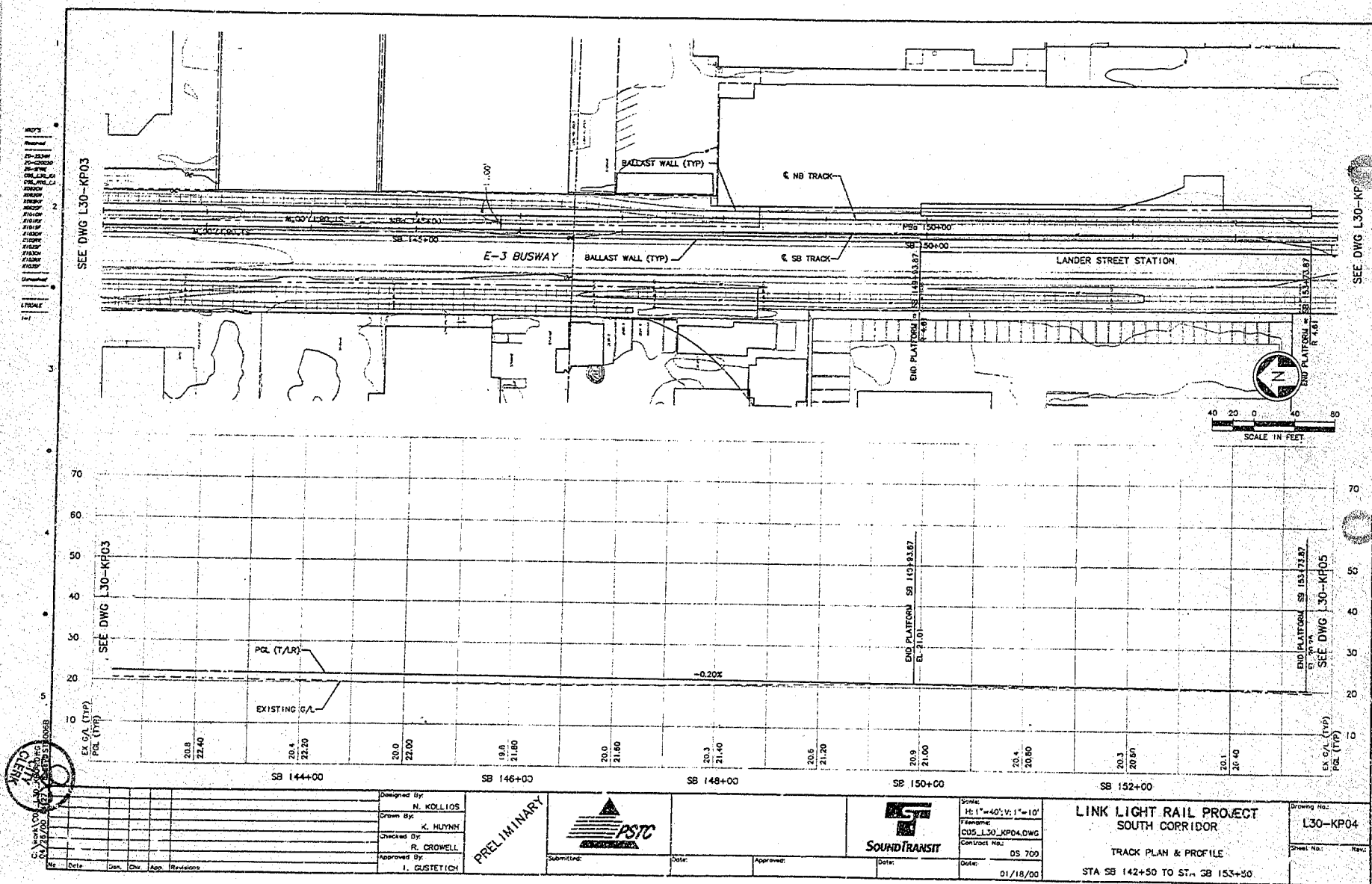


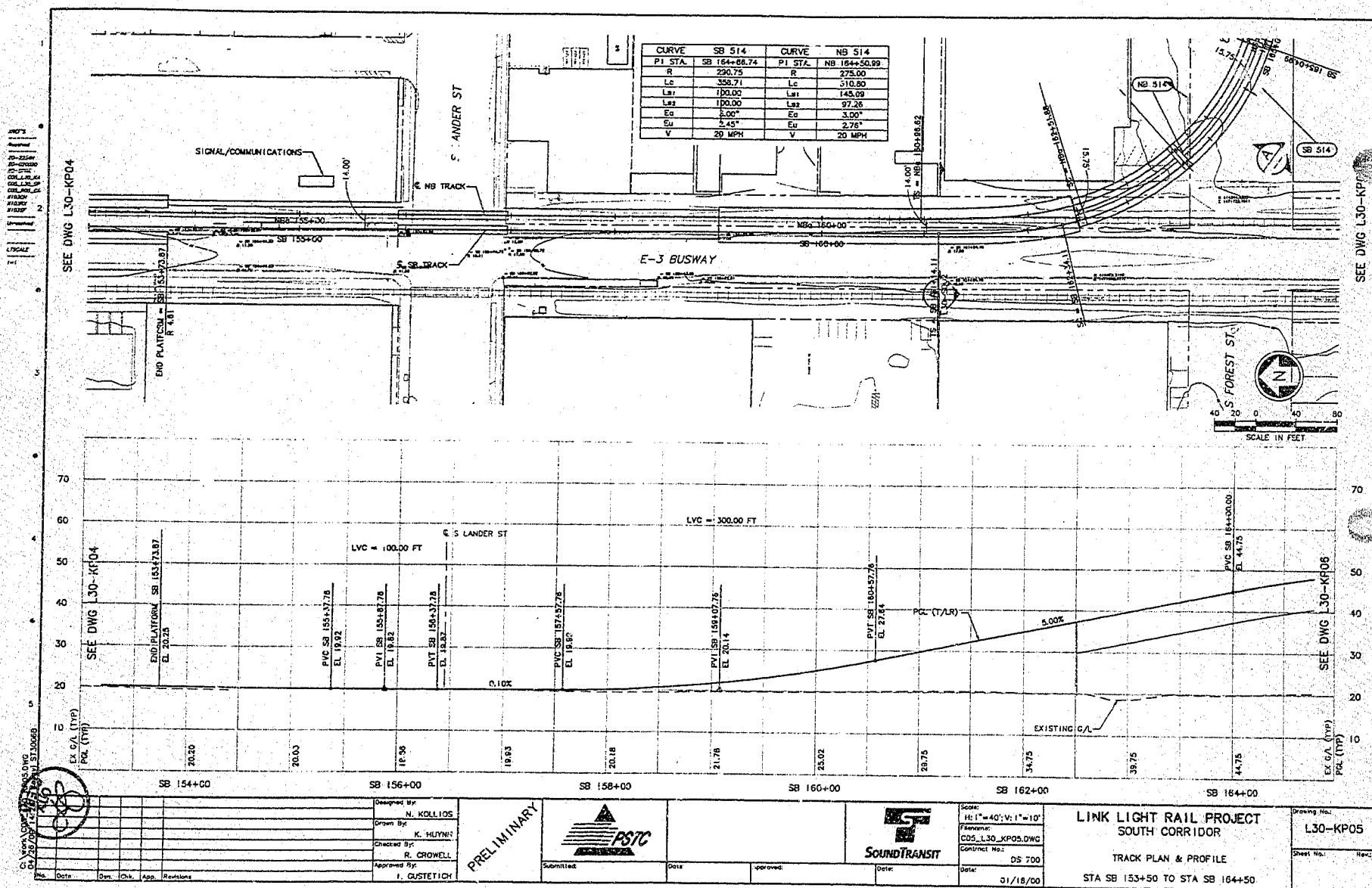
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Filename: COS_L30_KP02.DWG
Contract No.: DS 700
Date: 01/18/00

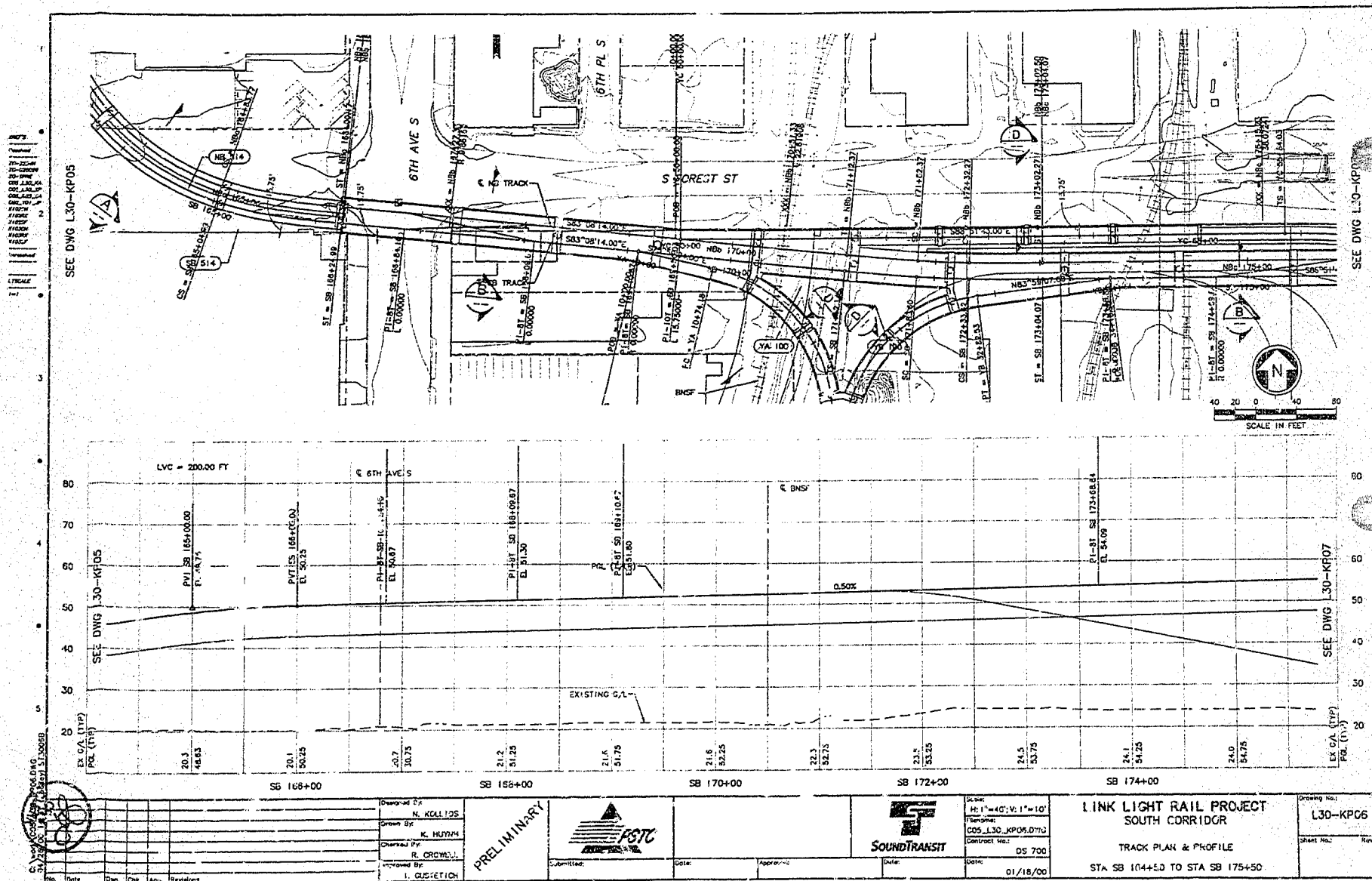
LINK LIGHT RAIL PROJECT
SOUTH CORRIDOR
TRACK PLAN & PROFILE
STA SB 120+50 TO STA SB 131+50

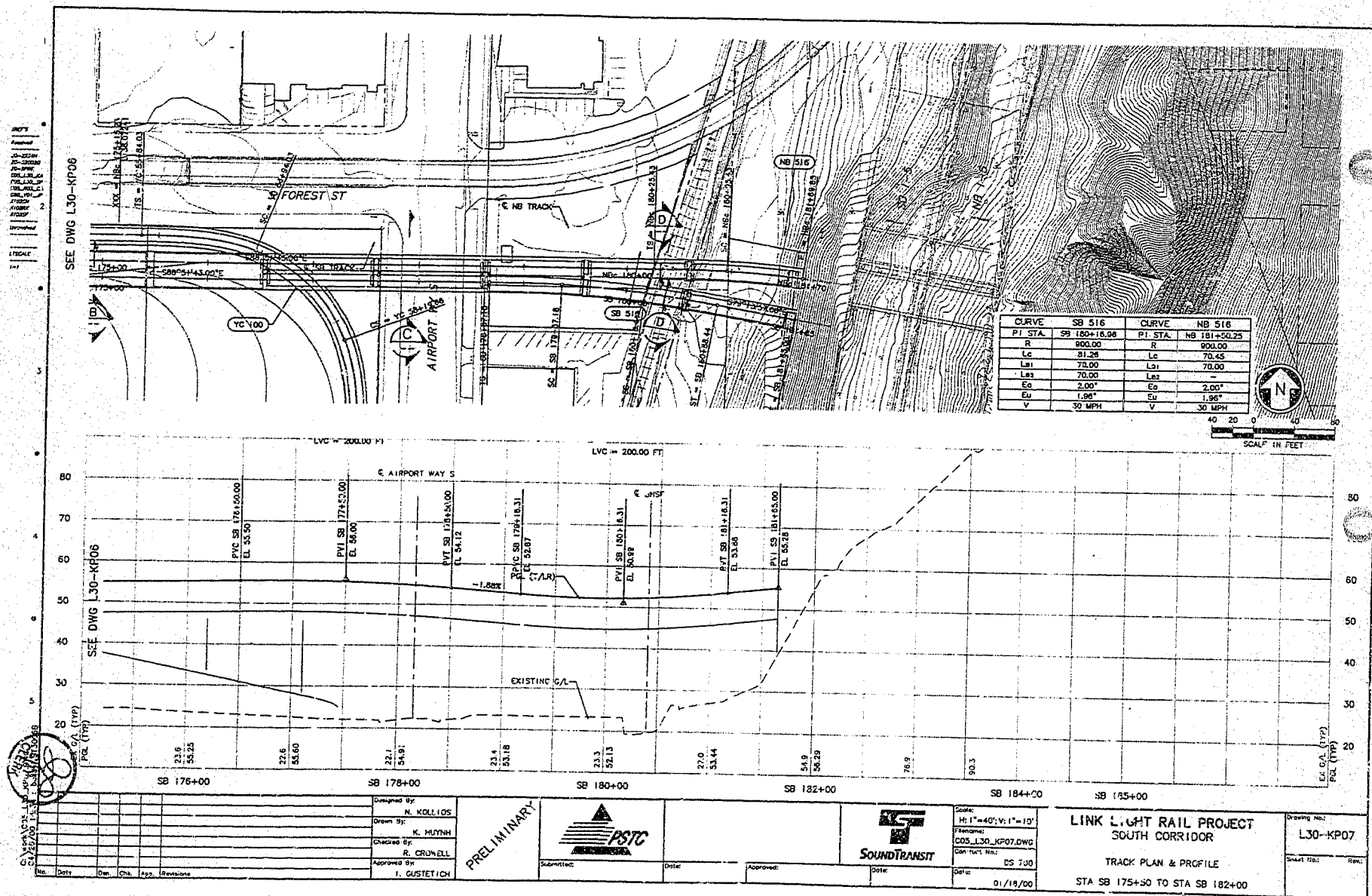
Drawing No.: L30-KP02
Sheet No.: [Blank]
Rev.: [Blank]



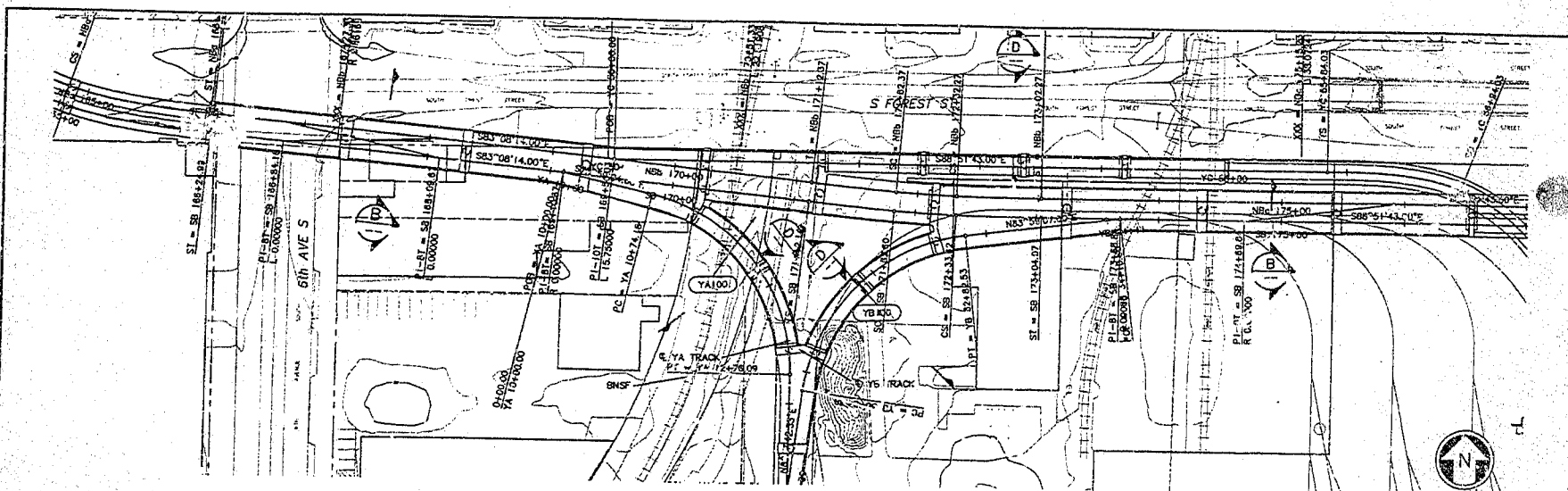




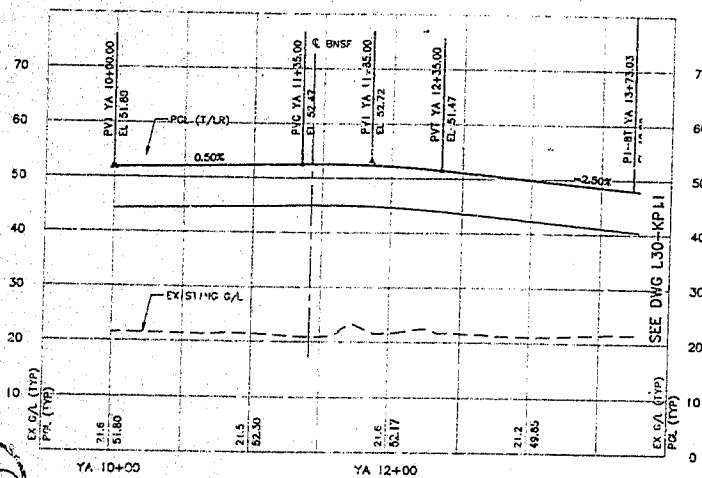
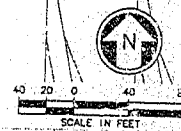




NOTES:
1. ALL DIMENSIONS ARE IN FEET.
2. ALL ELEVATIONS ARE IN FEET.
3. ALL DISTANCES ARE IN FEET.
4. ALL ANGLES ARE IN DEGREES.
5. ALL CURVES ARE IN FEET.
6. ALL GRADES ARE IN PERCENT.
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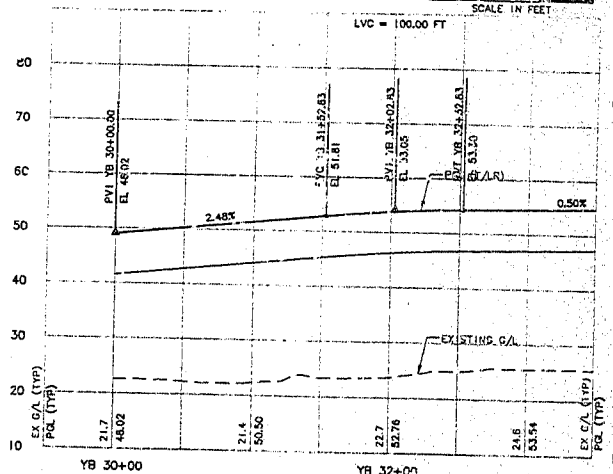


SEE DWG L30-KP11



CURVE		YA100
PI STA.	YA	11+35.44
R		115.00
L1		166.29
L2		
E1		0.00%
E2		3.44%
V		10 MPH

CURVE		YB100
PI STA.	YB	31+77.98
R		150.00
L1		190.16
L2		
E1		0.00%
E2		2.64%
V		10 MPH



Rev.	Date	By	App.	Revisions
1	01/15/00	K. KOLLIOS		DESIGNED BY
2		K. HUTH		DRAWN BY
3		R. CROWELL		CHECKED BY
4		I. GUSTETICH		APPROVED BY

PRELIMINARY



Scale: H:1"=40'; V:1"=10'
Filename: c05_L30_kp10.dwg
Contract No.: DS 700
Date: 01/15/00

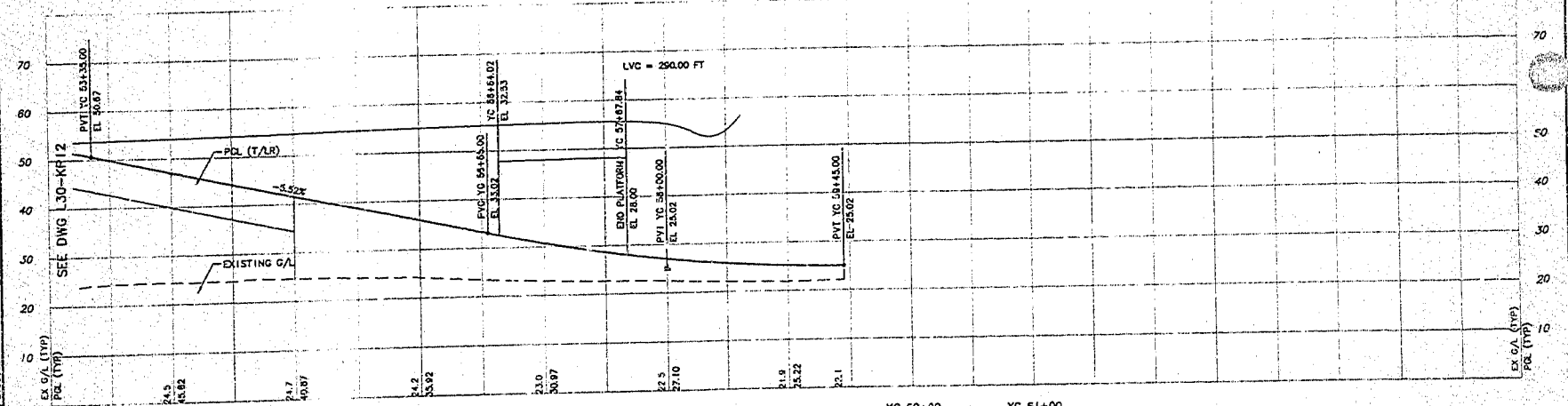
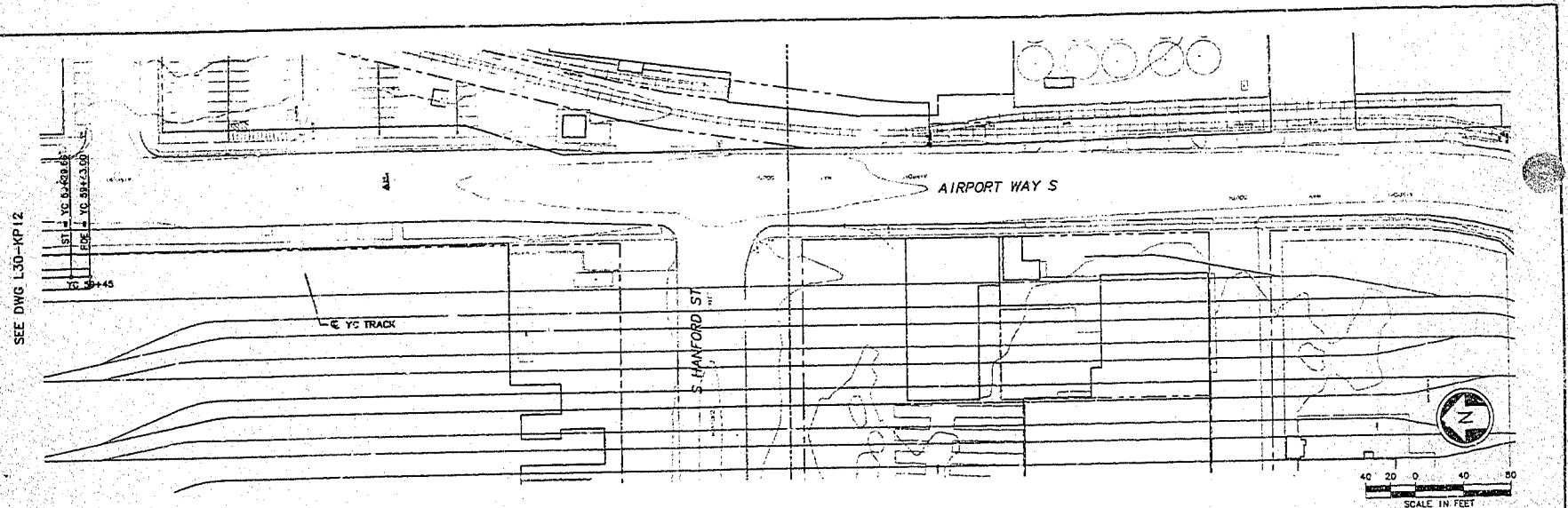
LINK LIGHT RAIL PROJECT
SOUTH CORRIDOR

TRACK PLAN & PROFILE
STA Y-A 10+00 TO STA Y-A 13+50
STA Y-B 30+00 TO STA Y-B 33+50

Drawing No.: L30-KP10

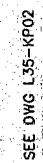
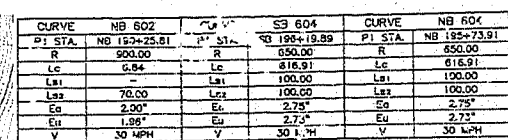
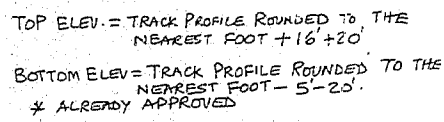
Sheet No.: 1 of 1

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YC 54+00 YC 55+00 YC 56+00 YC 57+00 YC 58+00 YC 59+00 YC 60+00 YC 61+00		YC 56+00 YC 57+00 YC 58+00 YC 59+00 YC 60+00 YC 61+00	YC 58+00 YC 59+00 YC 60+00 YC 61+00	YC 60+00 YC 61+00	YC 61+00
Designed By: N. KOLLIDS Drawn By: K. HUYNH Checked By: R. CROWELL Approved By: I. GUSTAFSON		PRELIMINARY			Scale: 1/4" = 40' V: 1" = 10' Filename: c05_l30_kp13.dwg Contract No.: DS 700 Date: 01/18/30
LINK LIGHT RAIL PROJECT SOUTH CORRIDOR TRACK PLAN & PROFILE STA Y-C 54+00 TO STA Y-C 61+95.47		Drawing No.: L30-KP13 Sheet No.: Rev:			

Page _____ of _____
Made by ASM
Date 11/23/99
Checked by [Signature]
Date 11/23/99

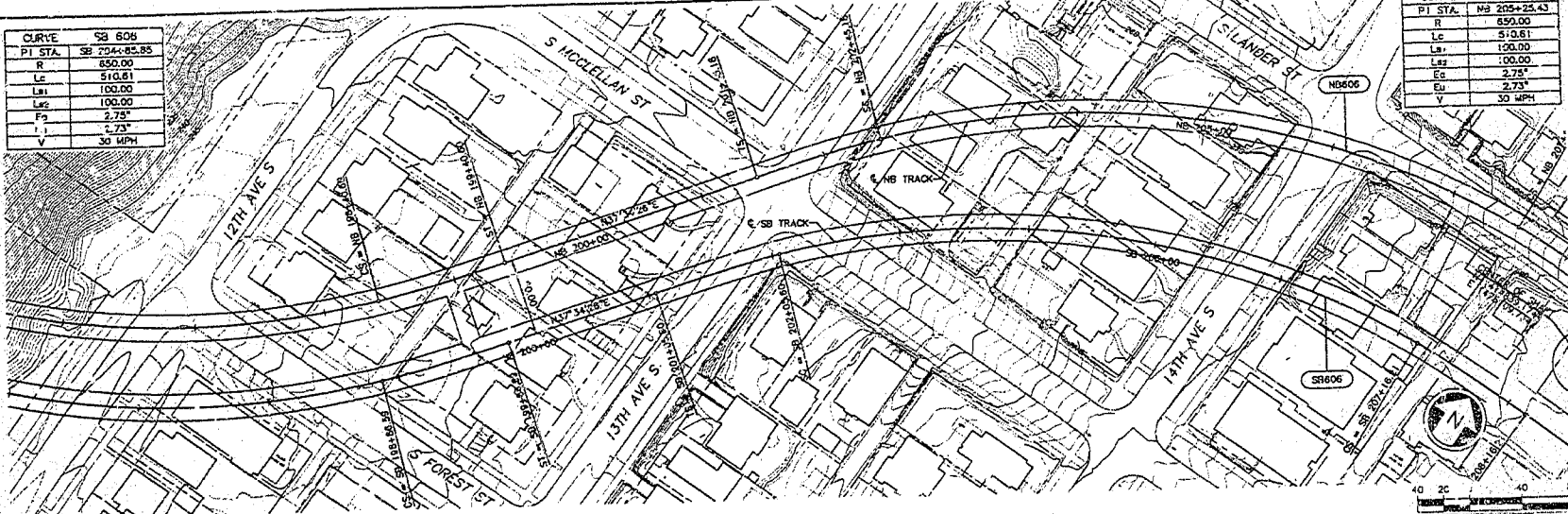


Drawing No.: L35-KP01

Sheet No.: Re

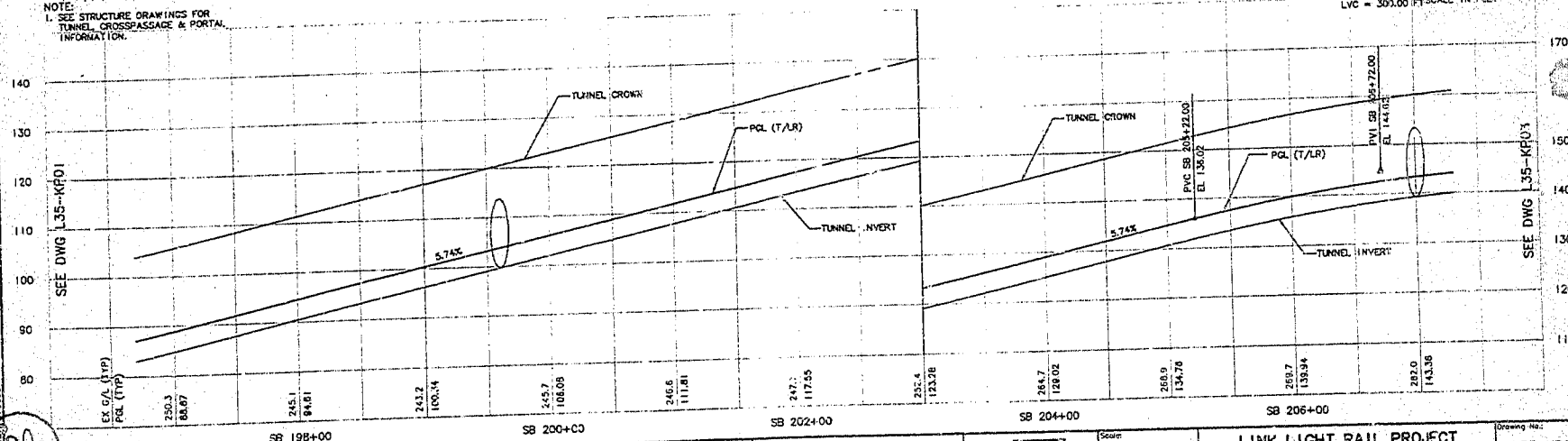
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LC	510.61
LH	100.00
LSS	100.00
FS	2.75°
VS	2.75°
V	30 MPH

CURVE NB 606	
PI STA	NB 205+25.43
R	650.00
LC	510.61
LH	100.00
LSS	100.00
FS	2.75°
VS	2.75°
V	30 MPH

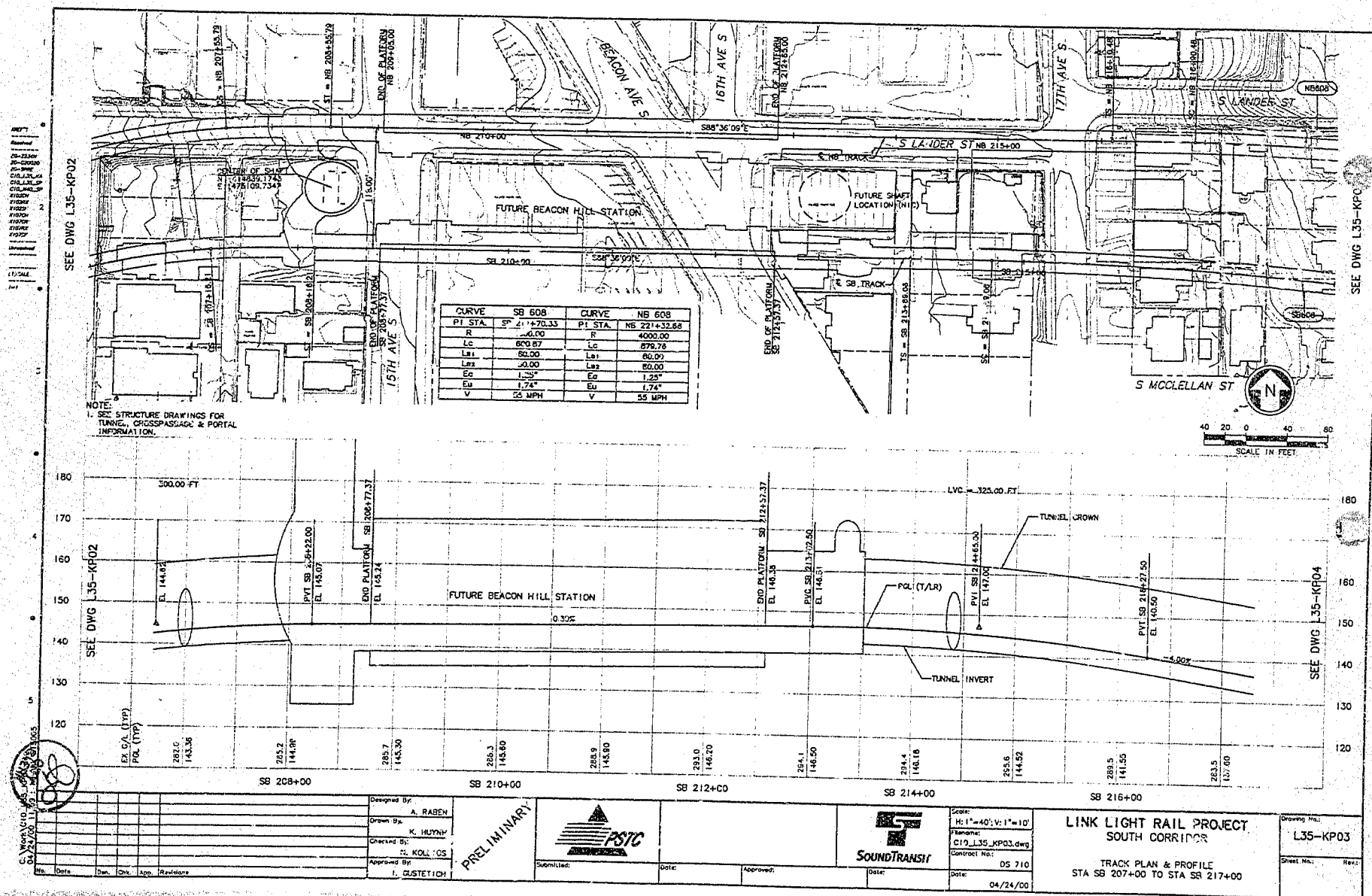


NOTE:
1. SEE STRUCTURE DRAWINGS FOR
TUNNEL, CROSSPASSAGE & PORTAL
INFORMATION.

LVC = 500.00 FT SCALE 1/4" = 100'



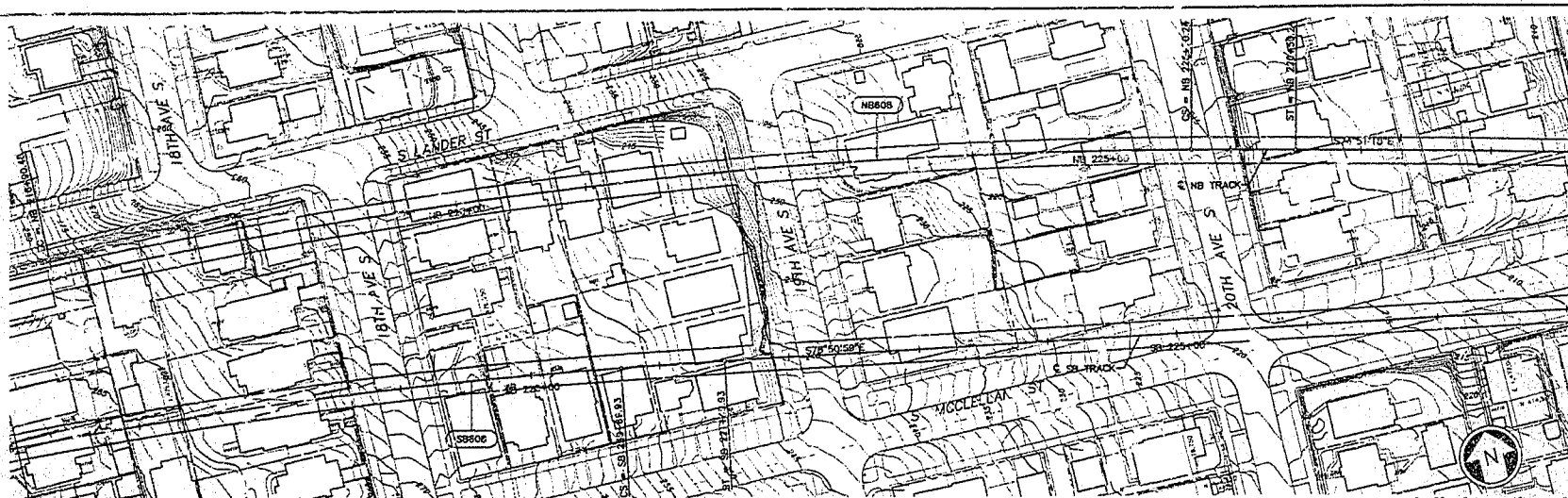
PRELIMINARY						LINK LIGHT RAIL PROJECT SOUTH CORRIDOR TRACK PLAN & PROFILE STA SB 197+00 TO STA SB 207+00		Drawing No.: L35-KP02 Sheet No.: _____	
Design By: A. RADEN Drawn By: K. HUYNH Checked By: N. KOLLIOS Approved By: I. GUSTICH		Submitted: _____ Date: _____ Approved: _____ Date: _____		Scale: H: 1" = 40'; V: 1" = 10' Filename: C10_L35_KP02.dwg Contract No.: 05 710 Date: 04/24/00		Revision: _____			



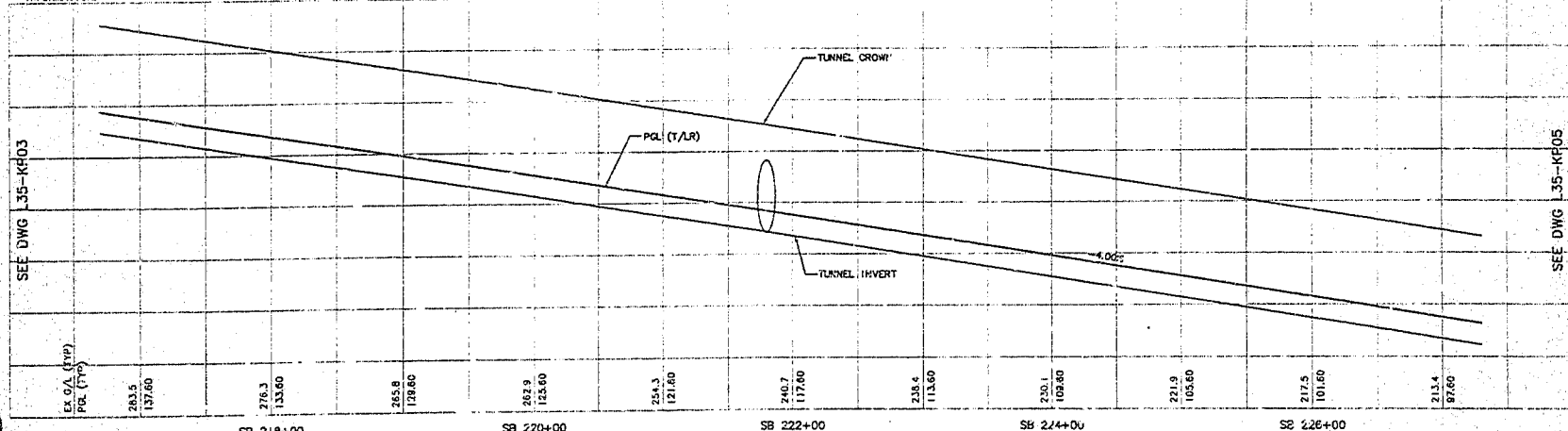
SEE OUR 175 K&S

REV'S
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SEE DWG L35-KP03



NOTE:
1. SEE STRUCTURE DRAWINGS FOR
TUNNEL, CROSSPASSAGE & PORTAL
INFORMATION.



SEE DWG L35-KP05

APPROVED
04/24/00

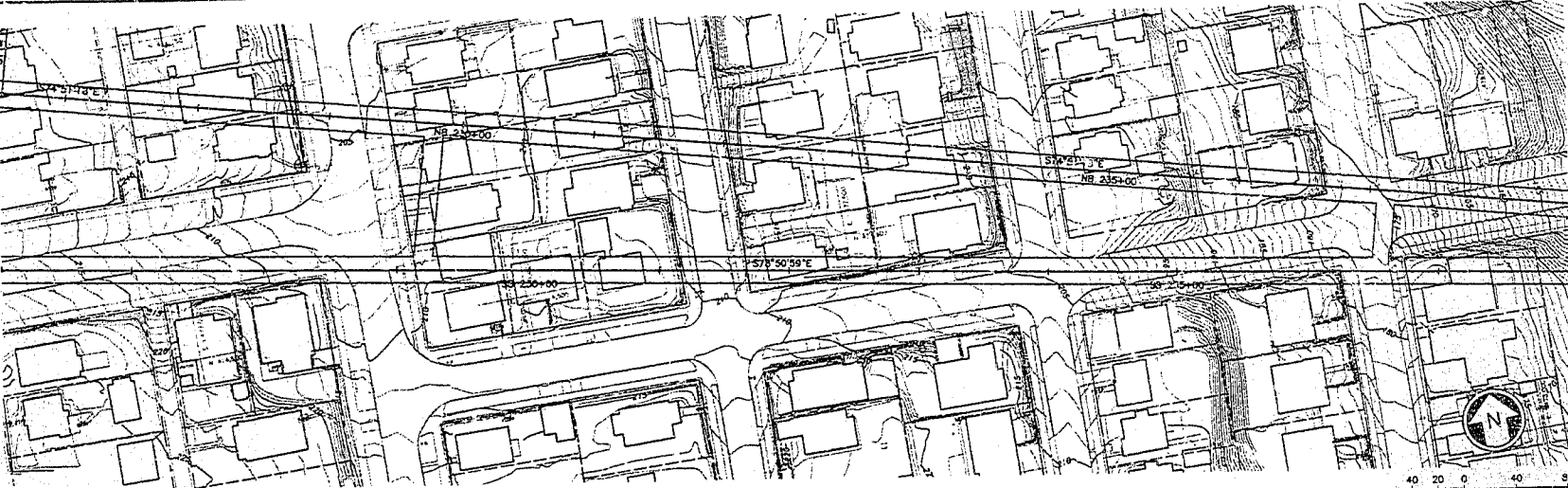
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Designed By: A. RABEN Drawn By: K. HUYNH Checked By: N. KOLLIOS Approved By: I. GUSTETICH		PRELIMINARY Submitted: _____ Date: _____ Approved: _____	
 Sound Transit US 710 04/24/00		LINK LIGHT RAIL PROJECT SOUTH CORRIDOR TRACK PLAN & PROFILE STA 217+00 TO STA 227+00	

SEE DWG L35-KP01

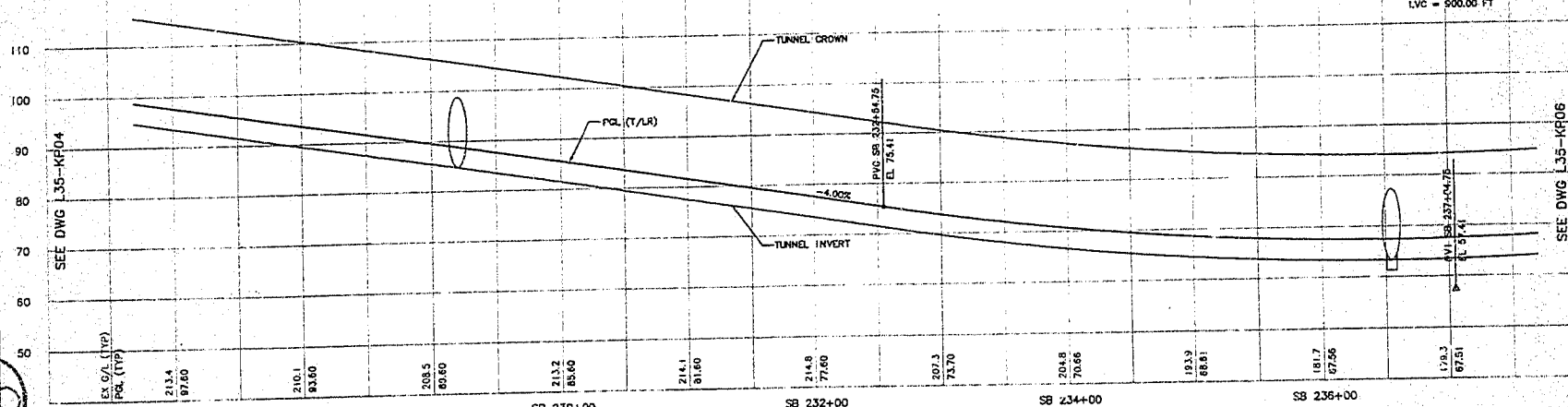
1. SEE DWG L35-KP04
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 5. SEE DWG L35-KP04

SEE DWG L35-KP04

SEE DWG L35-KP04

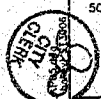


NOTE:
1. SEE STRUCTURE DRAWINGS FOR
TUNNEL, CROSSPASSAGE & PORTAL
INFORMATION.



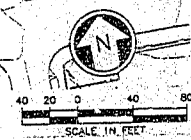
LVC = 500.00 FT

SEE DWG L35-KP06





No. Date Des. App. Revisions		Designed By: A. RABEN Drawn By: K. HUYNH Checked By: H. KOLLIGS Approved By: I. GUSTETICH	PRELIMINARY		Date:	Approved:		Date:	Date: 04/24/00	LINK LIGHT RAIL PROJECT SOUTH CORRIDOR TRACK PLAN & PROFILE STA SB 227+00 TO STA SB 237+00	Drawing No.: L35-KP05 Sheet No.:
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SEE DWG L35-KP05

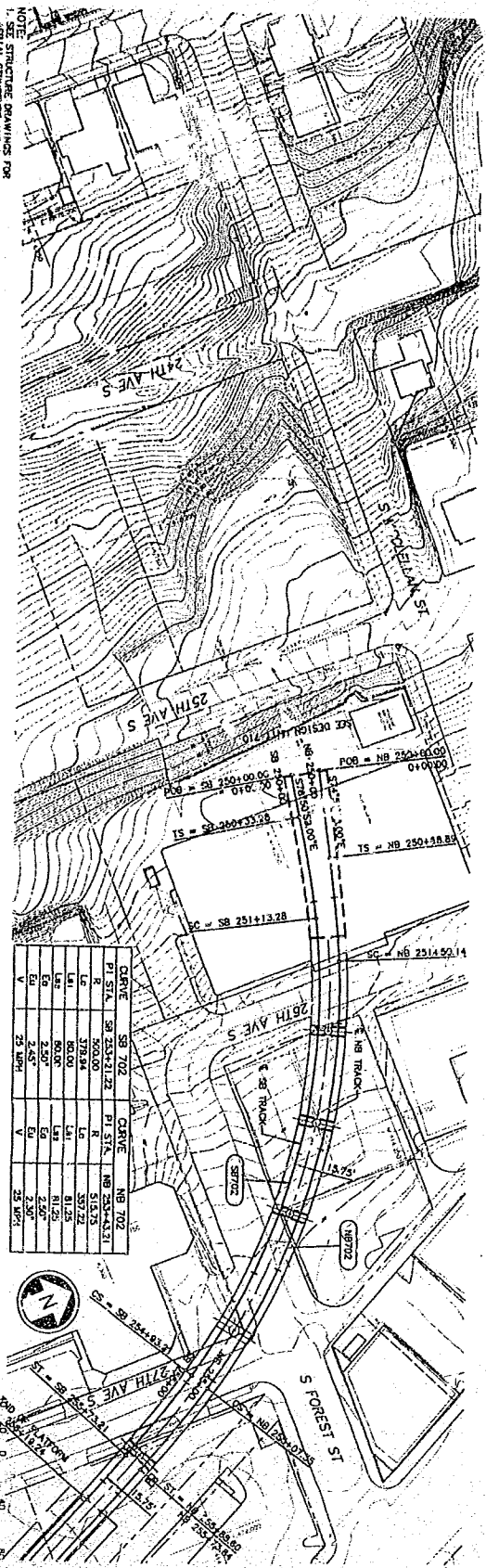


NOTE:
1. SEE STRUCTURE DRAWINGS FOR
TUNNEL CROSSPASSAGE & PORTAL
INFORMATION.



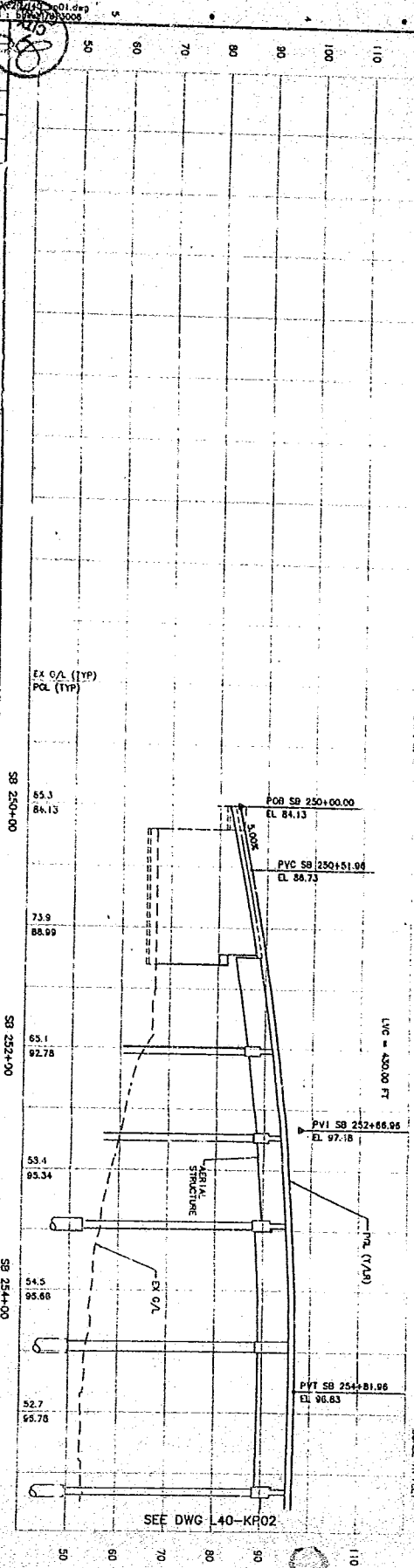
<div style="display: flex; justify-content: space-between;"> SB 238+00 SB 240+00 SB 242+00 SB 242+00 </div>										<div style="display: flex; justify-content: space-between;"> <div> <p>Designed By: A. RAREN</p> <p>Drawn By: K. HUYNH</p> <p>Checked By: N. KOLLIOS</p> <p>Approved By: I. GUSTETICH</p> </div> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-weight: bold; font-size: 1.2em;">PRELIMINARY</div> <div>  <p>PSTC Public Service Transportation Company</p> </div> <div> <p>Submitted: _____ Date: _____</p> <p>Approved: _____ Date: _____</p> </div> <div>  <p>SOUNDTRANSIT</p> </div> <div> <p>Scale: H: 1"=40'; V: 1"=10'</p> <p>Filename: C:\0_135_KP06.dwg</p> <p>Contract No.: 02 710</p> <p>Date: 01/24/00</p> </div> <div> <p>LINK LIGHT RAIL PROJECT SOUTH CORRIDOR</p> <p>TRACK PLAN & PROFILE STA 537+00 TO STA 58 242+39.01</p> </div> <div> <p>Drawing No.: L35-KP06</p> <p>Sheet No.: _____ Rev: _____</p> </div> </div>									
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NOTE:
1. SEE STRUCTURE DRAWINGS FOR
2. GATE STRUCTURE AND
3. STANDING CUT/FILL INFORMATION.



Station	Clearance	Station	Clearance
SB 250+00.00	10.00	SB 252+00.00	10.00
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SB 252+00.00	10.00	SB 254+00.00	10.00
SB 253+00.00	10.00	SB 255+00.00	10.00
SB 254+00.00	10.00	SB 256+00.00	10.00
SB 255+00.00	10.00	SB 257+00.00	10.00
SB 256+00.00	10.00	SB 258+00.00	10.00
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SEE DWG L40-KP1



SEE DWG L40-KP02

Project No. L40-KP01

Sheet No. 1 of 1

Scale: 1" = 40' (PLAN)

Scale: 1" = 10' (PROFILE)

DATE: 02/13/00

DESIGNED BY: A. RABEN

CHECKED BY: K. WONG

APPROVED BY: R. CRONIN

IN CHARGE: I. CASTELLON

PRELIMINARY

DATE: 02/13/00

PROJECT: LINK LIGHT RAIL PROJECT

SOUTH CORRIDOR

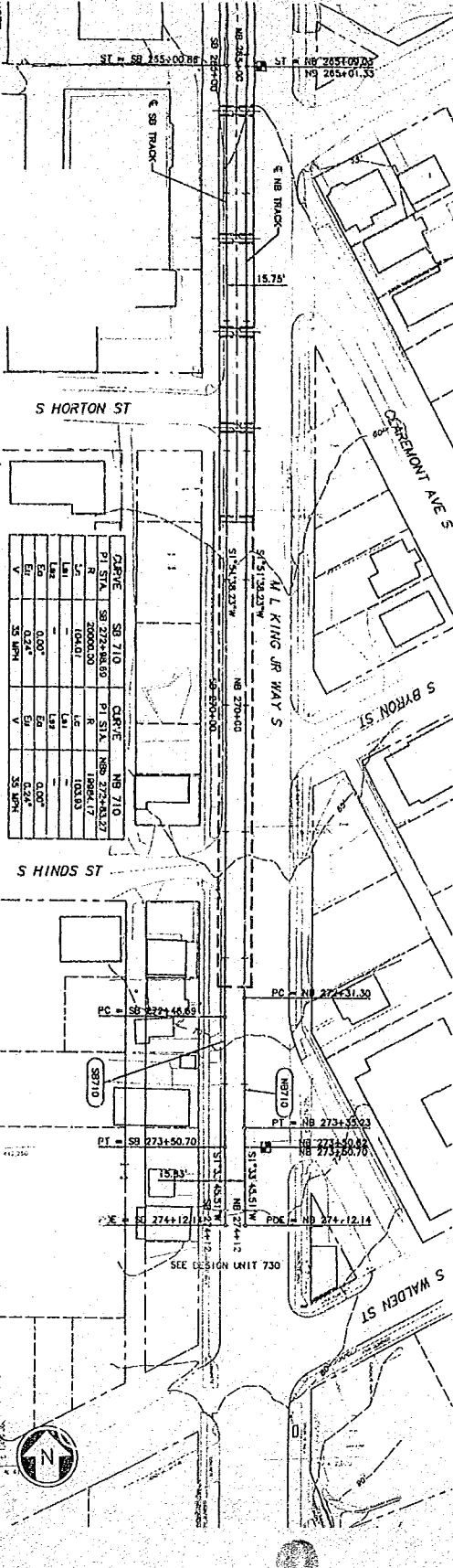
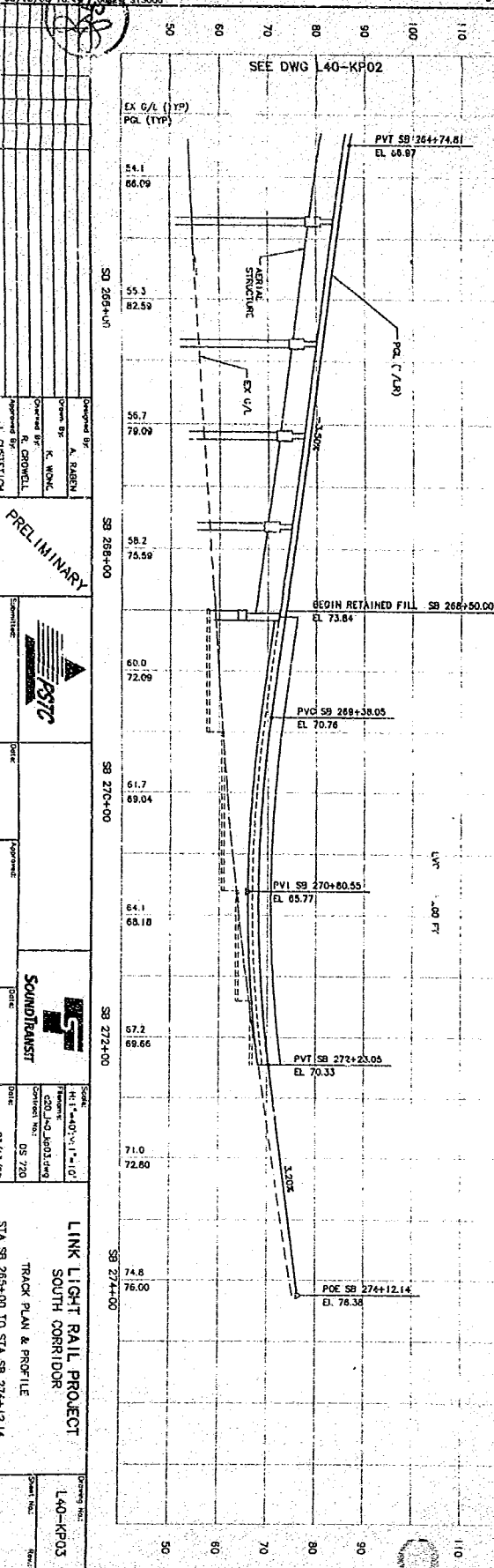
TRACK PLAN & PROFILE

STA SB 250+00 TO STA SB 254+00

SEE DWG 140-KP02

SEE DWG 140-KP02

NOTE:
1. SEE STRUCTURE DRAWINGS FOR
DETAILED STRUCTURE AND
RETAINED STRUCTURE INFORMATION.



PRELIMINARY

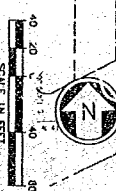


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LINK LIGHT RAIL PROJECT
SOUTH CORRIDOR
TRACK PLAN & PROFILE

STA SB 266+00 TO STA SB 274+12.14



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SEE DWG L45-RP03



PROGRESS PRINT
NOV 5, 1993

Drawing No.:
L45-RP02

STA SB 283+00 TO STA SB 288+50

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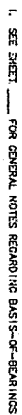
WHITE & SHIELD, INC.








PSYC

PRELIMINARY

Designed By:	K. BELL
Dream By:	R. ROGERS
Checked By:	A. MARUWAHA
Approved By:	





<div style="text-align: right;">  NEW YORK COUNTY OFFICE 10/19/97 </div>		Drawing No. _____ Drawing Title _____	
Date _____ By _____ Title _____	Date _____ By _____ Title _____	Date _____ By _____ Title _____	Date _____ By _____ Title _____
Drawing By K. BELL		Drawing By R. ROGERS	
Drawing By A. MARWANA		Drawing By J. GOSTELICH	
<div style="text-align: center;"> PRELIMINARY </div>			
			
DATE _____		DATE _____	
			
DATE _____		DATE _____	
Drawing No. _____		Drawing No. _____	
Drawing Title _____		Drawing Title _____	
<div style="text-align: center;"> LINK LIGHT RAIL PROJECT SOUTH CORRIDOR RIGHT-OF-WAY PLANS STA 59 294+00 TO STA 59 299+50 </div>			
Sheet No. _____		Sheet No. _____	
Date _____		Date _____	

NOTES:
1. SEE DWG L45-RP04
2. SEE DWG L45-RP06
3. SEE DWG L45-RP07
4. SEE DWG L45-RP08
5. SEE DWG L45-RP09
6. SEE DWG L45-RP10
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95. SEE DWG L45-RP99
96. SEE DWG L45-RP100

SEE DWG L45-RP04

NE 1/4, SEC 16, T 24 N, R 4 E, W.M.

RAINIER VISTA HOLMES HOUSING AUTHORITY OF CITY OF SEATTLE

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A BEATH

1824009180
CARO, MILDRED
PORTER, S COOKE

R/W NO.
1824008158
SHOWER OF BLESSINGS
THERMOMOL

R/W NO.
1824008209
SEATTLE HOUSING AUTHORITY

R/W NO.
1824008208
SEATTLE HOUSING AUTHORITY

S/N NO.
1824008209
SEATTLE HOUSING AUTHORITY

S DAKOTA ST

RAINIER VISTA HOLMES HOUSING AUTHORITY OF CITY OF SEATTLE

R/W NO.
1824008208
SEATTLE HOUSING AUTHORITY

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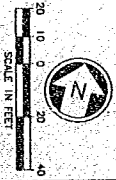
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S GENESEE ST

EX R/W

SEE DWG L45-RP06

1. SEE SHEET FROM GENERAL NOTES REGARDING BASIS OF BEARINGS.



PROGRESS PRINT
NOV 5, 1999

LINK LIGHT RAIL PROJECT

SOUTH CORRIDOR

RIGHT-OF-WAY PLANS

STA 58 299+50 TO STA 58 305+00

L45-RP05

DATE: NOV 5, 1999

Scale: 1"=20'

CAD: L45-RP05.dwg

Checked by: DE 7/20

Date:

SOUNDTRACK

WILLIS TOWERS WATKINS INC.

Architect:

Date:

RS&T

Surveying:

PRELIMINARY

Checked by: K. BELL

Drawn by: R. ROGERS

Approved by: K. MANAWALA

Supervisor: I. DISTICH

Revision:

Date:

By:

Drawn:

11/10/99

11/10/99

11/10/99

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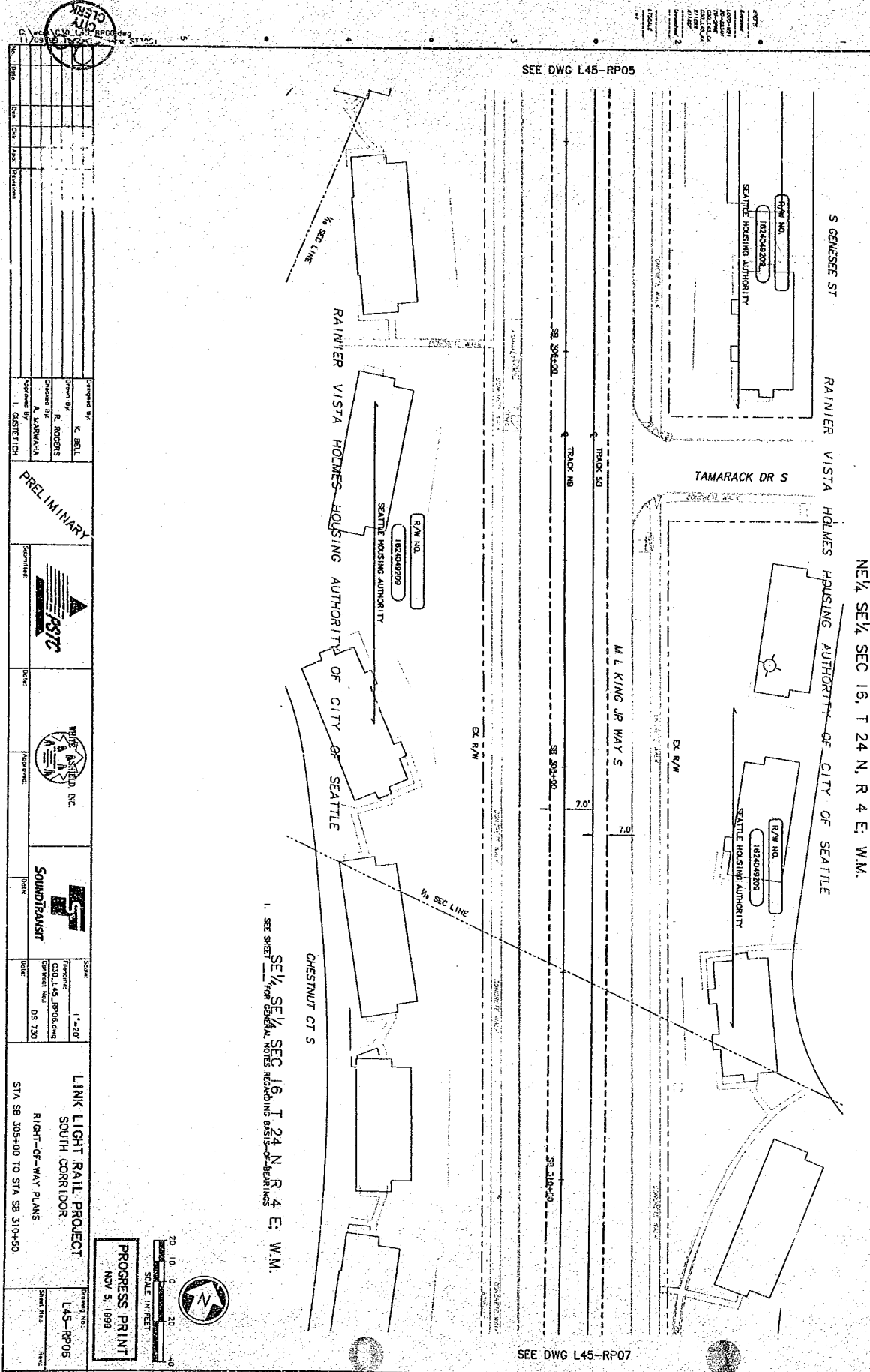
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SEE DWG L45-RP05

SEE DWG L45-RP07

SE 1/4, SEC 16, T 24 N, R 4 E, W.M.

1. SEE SHEET FOR GENERAL NOTES REGARDING BASIS OF BEARINGS



PROGRESS PRINT
NOV 5, 1999

LINK LIGHT RAIL PROJECT
SOUTH CORRIDOR
RIGHT-OF-WAY PLANS

1"=20'
CSD L45.RP05.dwg
DATE DS 130

SOUNDTRANST

WILLIS TOWERS WATKINS, INC.

1997

PRELIMINARY

Designed by: K. BCL
Drawn by: R. ROGERS
Checked by: A. MANAWA
Approved by: J. OSTERICH

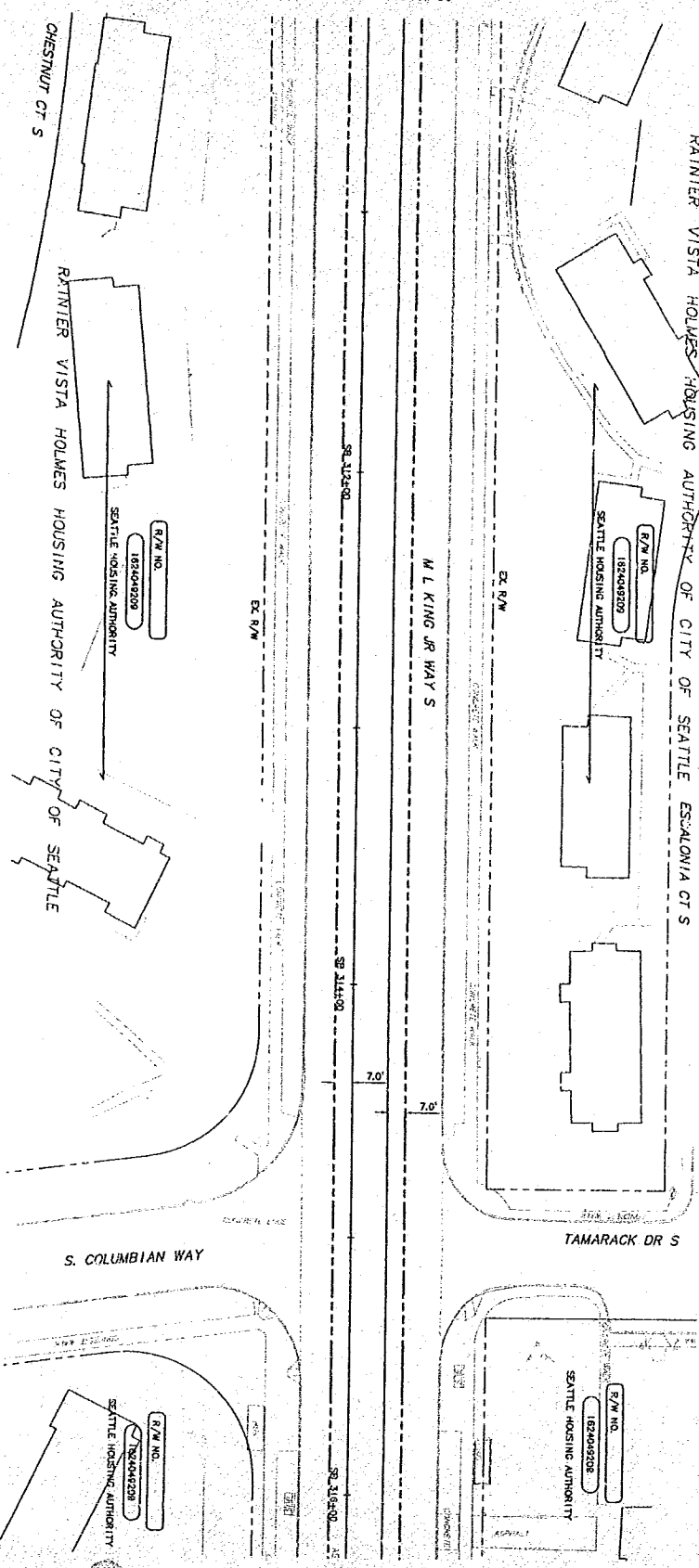
City of Seattle
City Clerk

11/5/99

11/5/99

SE 1/4 SEC 16, T 24 N, R 4 E, W.M.

RAINIER VISTA HOLMES HOUSING AUTHORITY OF CITY OF SEATTLE ESCALONIA CT S



SEE DWG L45-RP06

SEE DWG L45-RP08

1. SEE SHEET FOR GENERAL NOTES REGARDING BASIS OF BEARINGS

PROGRESS PRINT
NOV 5, 1989

SCALE IN FEET
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NO.	DATE	BY	CHKD	APP'D	REVISION
1	10/29/89	R. ROBERTS			
2		A. WATKINS			
3		L. CRISTION			

DESIGNED BY: A. DILL
CHECKED BY: R. ROBERTS
APPROVED BY: A. WATKINS
DATE: 10/29/89

PRELIMINARY

COMPILED BY: [Logo]
DATE: [Blank]
HOLDINGS: [Blank]

SOUNDTRANSIT

DATE: [Blank]

Scale: 1" = 20'
Drawing No.: L45-RP07
Sheet No.: [Blank]

LINK LIGHT RAIL PROJECT
SOUTH CORRIDOR
RIGHT-OF-WAY PLANS
STA SB 310+50 TO STA SB 316+00

SE 1/4 SEC 16, T 24 N, R 4 E, W.M.

RAINIER VISTA HOMES HOUSING AUTHORITY OF CITY OF SEATTLE

R/W NO.
1824-0229
SEATTLE HOUSING AUTHORITY

R/W NO.
1824-0229
SEATTLE HOUSING AUTHORITY

R/W

M. L. KING JR WAY S

VIBURNUM CT S

TRACK SB
TRACK NB

SB 316+00

SB 316+00

SB 320+00

R/W

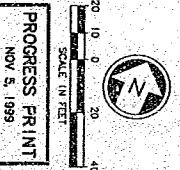
R/W NO.
1824-0229
LIVING TIA PARK

RAINIER VISTA HOMES HOUSING AUTHORITY OF CITY OF SEATTLE
ESCALONIA CT S

SEE DWG L45-RP07

SEE DWG L45-RP09

1. SEE SHEET FOR GENERAL NOTES RECARDING BASIS OF BEARINGS



PROGRESS PRINT
NOV 5, 1999

LINK LIGHT RAIL PROJECT
SOUTH CORRIDOR
RIGHT-OF-WAY PLANS

STA SB 316+00 TO STA SB 321+50

1"=20'
L45-RP08
NOV 5, 1999

CDL L45-RP08.dwg
Control No. D3 730

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DATE

PROF. B. B. B. INC.
DATE

DATE

PRELIMINARY

Checked by: K. BEL.
Approved by: L. DISTELICH

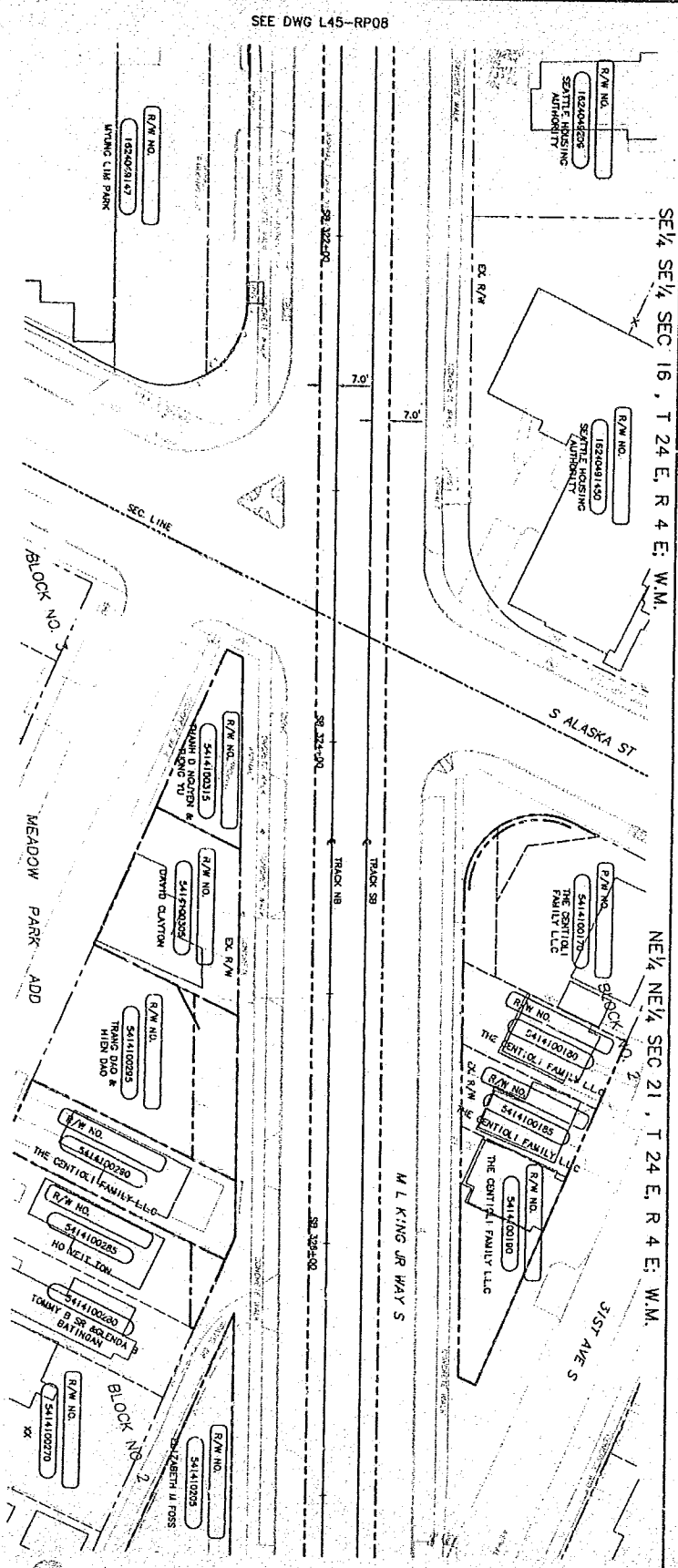
Checked by: R. ROBERTS
Approved by: L. DISTELICH

Checked by: K. BEL.
Approved by: L. DISTELICH

Checked by: K. BEL.
Approved by: L. DISTELICH



1. SEE SHEET L45-RP08 FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS
 2. SEE DWG L45-RP08
 3. SEE DWG L45-RP08
 4. SEE DWG L45-RP08
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SEE DWG L45-RP08

SE 1/4 SEC 16, T 24 E, R 4 E, W.M.

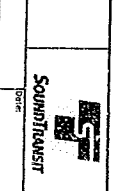
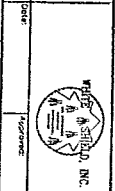
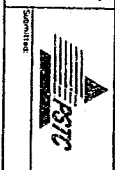
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SEE DWG L45-RP10



NO.	DATE	BY	REVISIONS
1	11/09/99	K. JEL	1. CORRECTION

Checked By: K. JEL
 Checked By: R. ROBERTS
 Approved By: A. WARDMAN
 1. CORRECTION



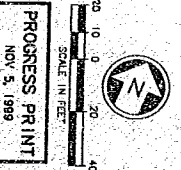
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 STA SB 321+50 TO STA SB 327+00

LINK LIGHT RAIL PROJECT

SOUTH CORRIDOR

RIGHT-OF-WAY PLANS

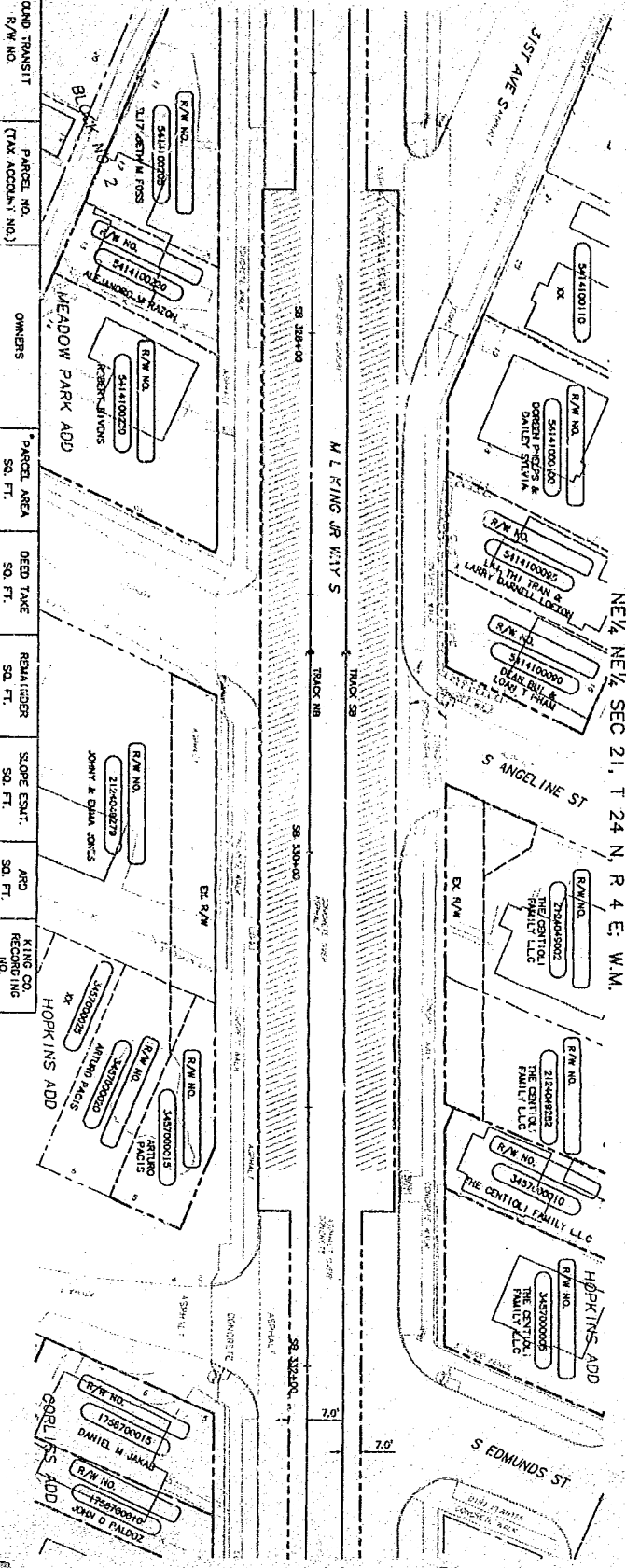
L45-RP09



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 NOV 5, 1999

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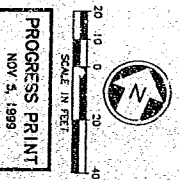


SEE DWG L45-RP11

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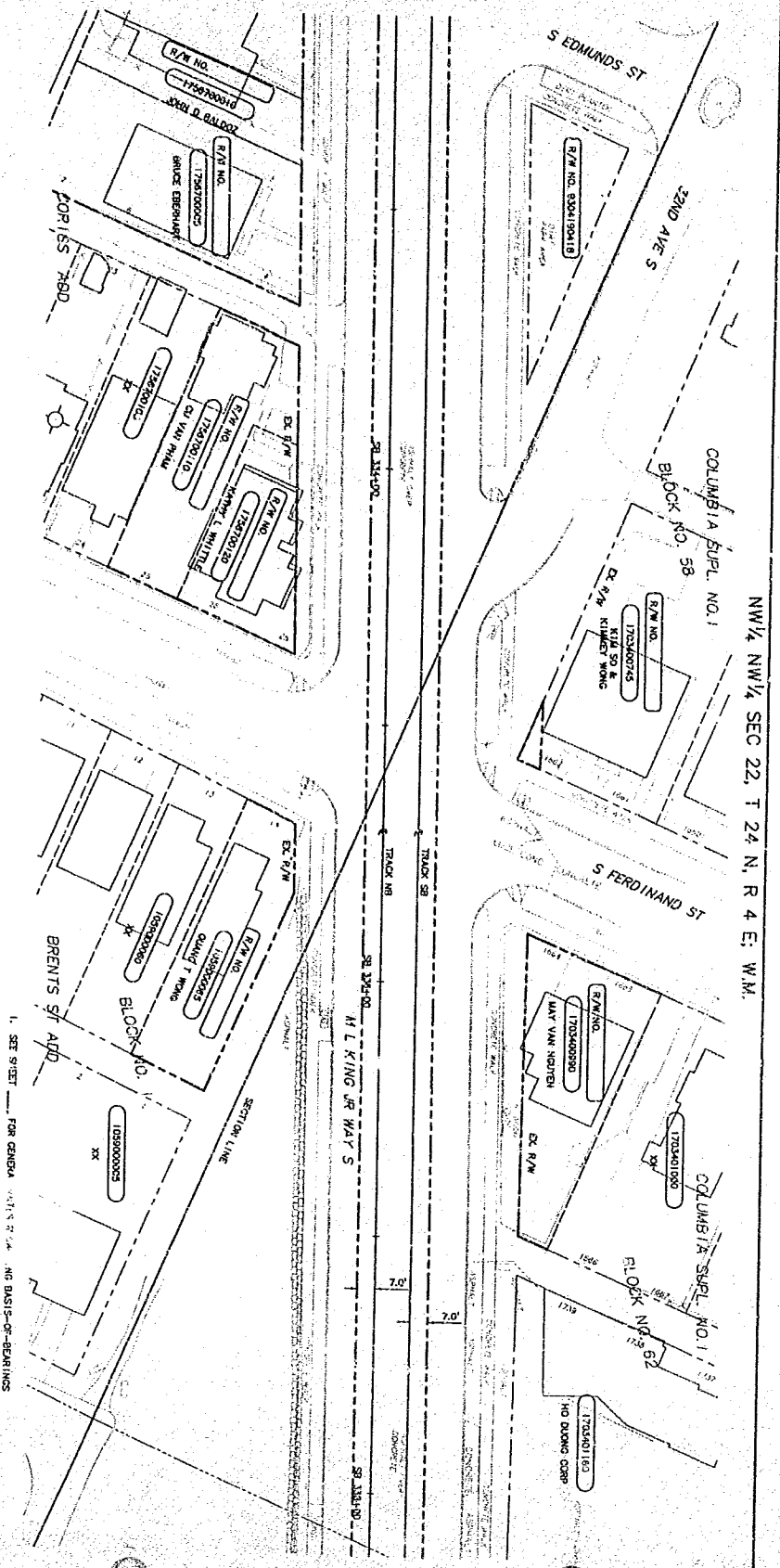
1. SEE SHEET _____ FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS

Drawn By	K. BELL	Scale	1"=20'
Checked By	R. ROBERTS	Project No.	CD 145, pp 0, 0, 0, 0
Approved By	W. MATHIAS	Contract No.	DS 750
Approved By	L. CASTELLON	Sheet	57A SB 327+00 TO 57A SB 335+50
Date		Sheet No.	445-RP 10
Rev.		Rev.	



1. SEE DWG L45-RP10
 2. SEE DWG L45-RP12
 3. SEE DWG L45-RP13
 4. SEE DWG L45-RP14
 5. SEE DWG L45-RP15
 6. SEE DWG L45-RP16
 7. SEE DWG L45-RP17
 8. SEE DWG L45-RP18
 9. SEE DWG L45-RP19
 10. SEE DWG L45-RP20

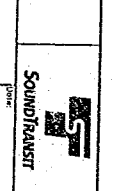
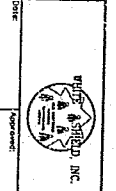
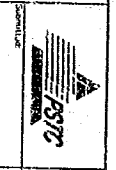
SEE DWG L45-RP10



SEE DWG L45-RP12

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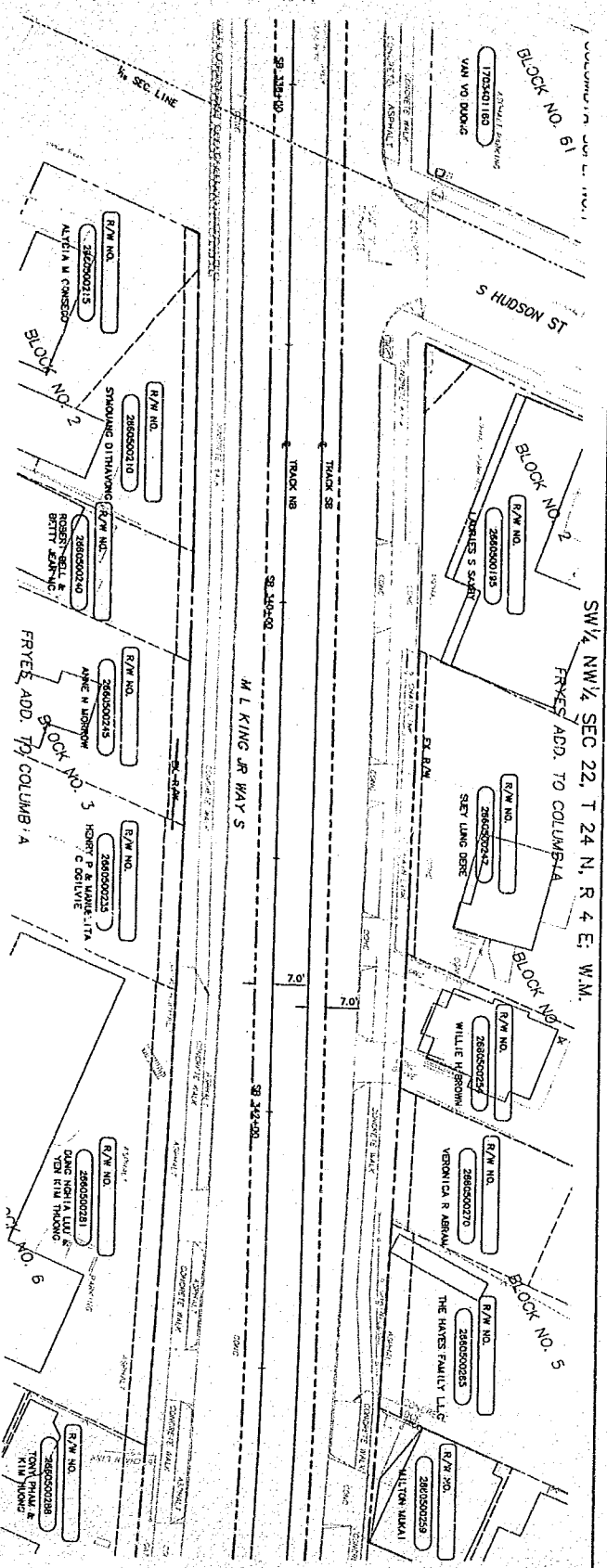
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 RIGHT-OF-WAY PLANS
 STA 58 332+50 TO STA 58 338+00

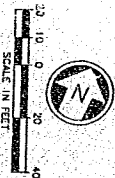
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 6. SEE DWG L45-RP16
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SEE DWG L45-RP13

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1. SEE SHEET _____ FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS



PROGRESS PRINT
NOV 5 1969

LINK LIGHT RAIL PROJECT

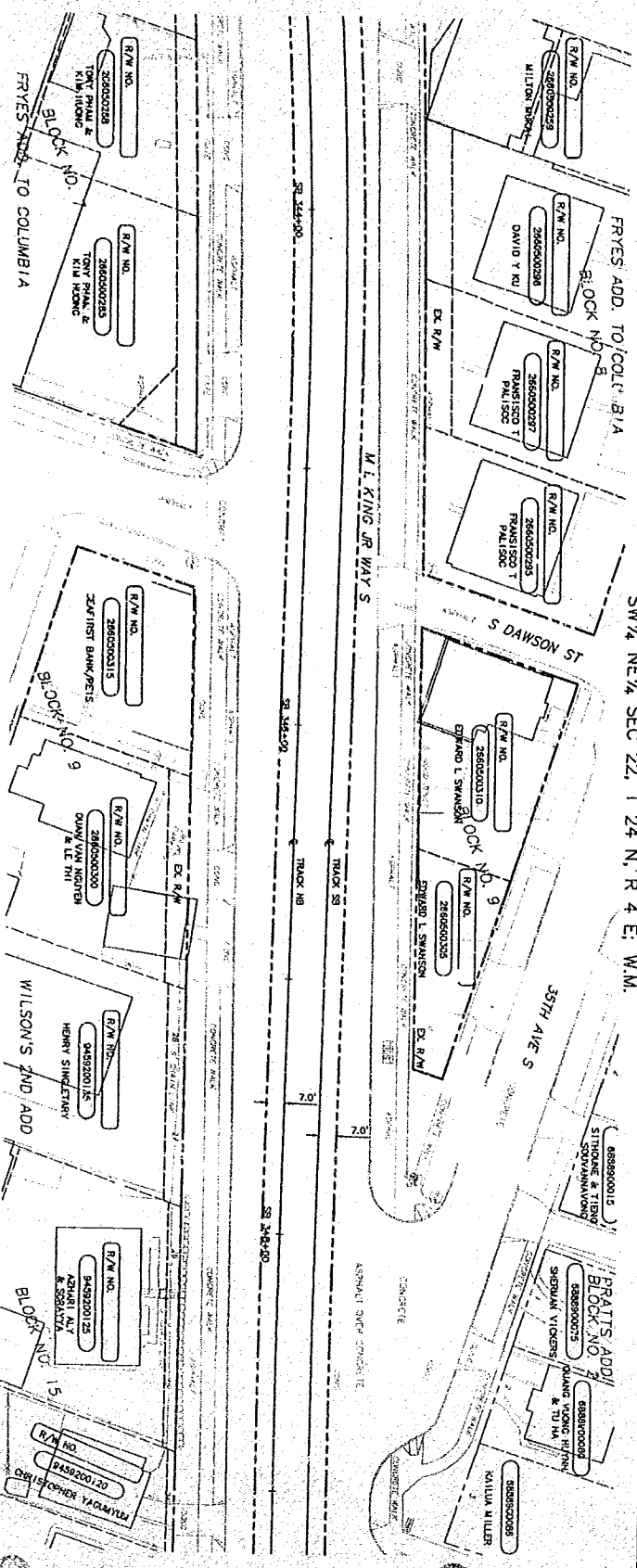
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RIGHT-OF-WAY PLAN:

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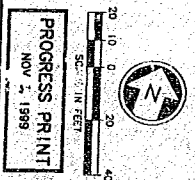
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SEE DWG L45-RP12



SEE DWG L45-RP14

1. SEE SHEET FOR GENERAL NOTES REGARDING BASIS OF BEARINGS



PROGRESS PRINT
 NOV 1, 1999

LINK LIGHT RAIL PROJECT
 SOUTH CORRIDOR
 RIGHT-OF-WAY PLANS
 STA SB 345+00 TO STA SB 349+00

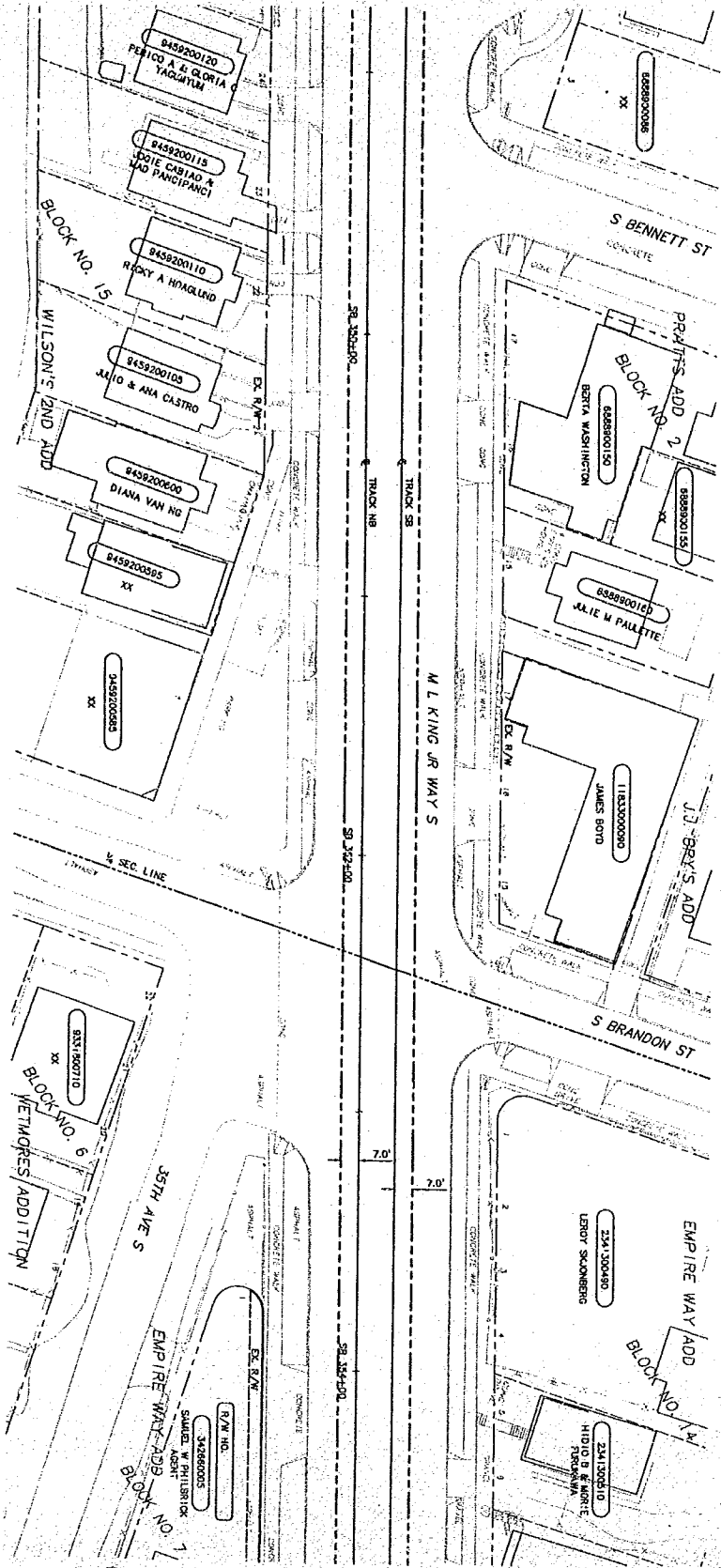
PRELIMINARY

Designed By	K. BELL
Drawn By	R. ROBERTS
Checked By	A. JARWANA
Approved By	L. DISTELICH
Date	11/10/99
Sheet No.	1
Project No.	05 230
Scale	1"=20'
Contract No.	05 230
Stationing	STA SB 345+00 TO STA SB 349+00

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SEE DWG L45-RP13



1. SEE SHEET FOR GENERAL NOTES REGARDING BASIS OF BEARINGS

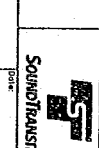
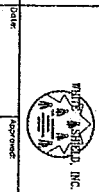
SEE DWG L45-RP15



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Designed By	K. BELL
Drawn By	R. ROGERS
Checked By	A. HANAWAY
Approved By	I. CASTELLON

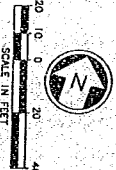
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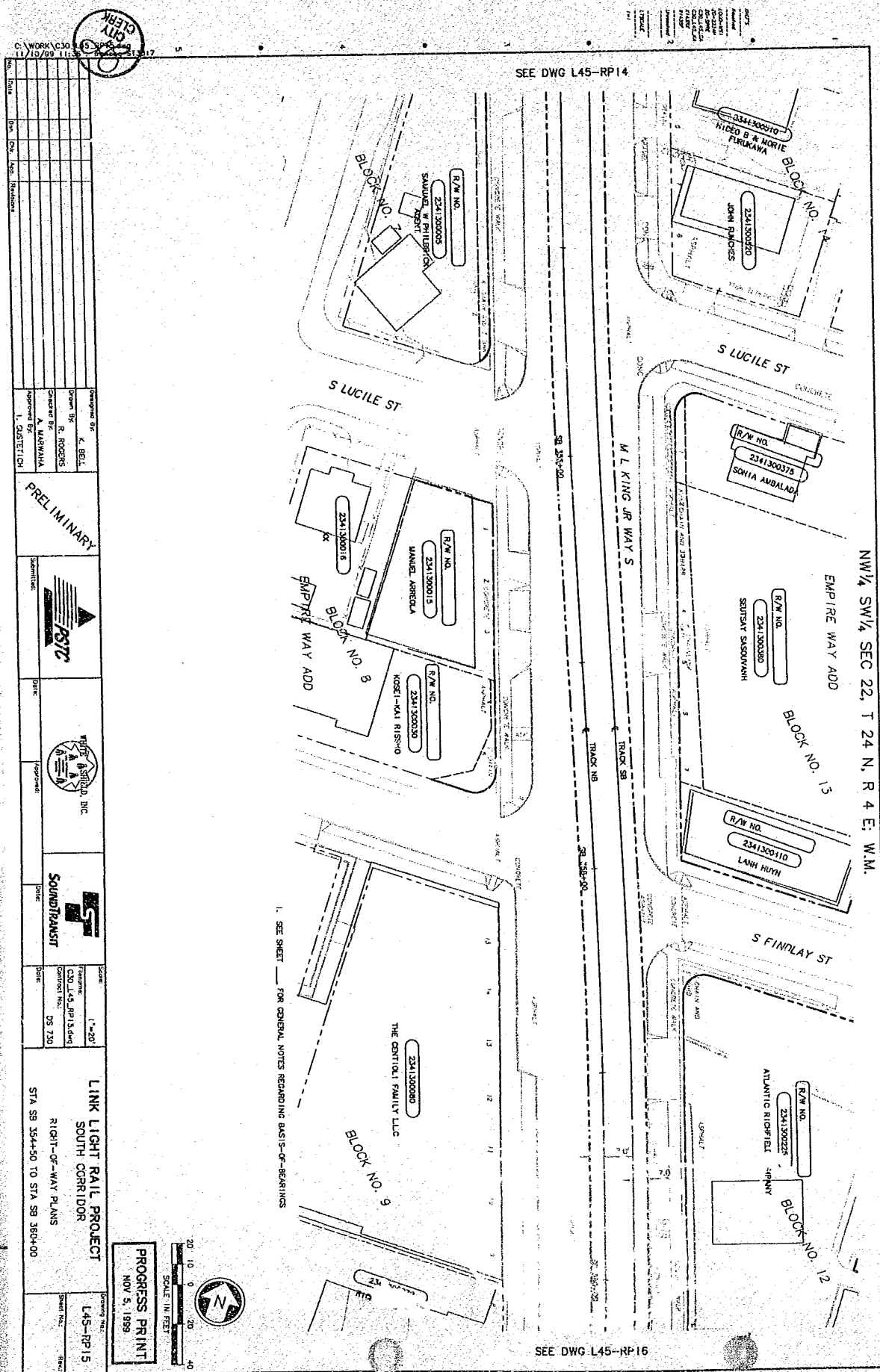


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LINK LIGHT RAIL PROJECT
 SOUTH CORRIDOR
 RIGHT-OF-WAY PLANS
 STA SB 349+00 TO STA SB 354+50

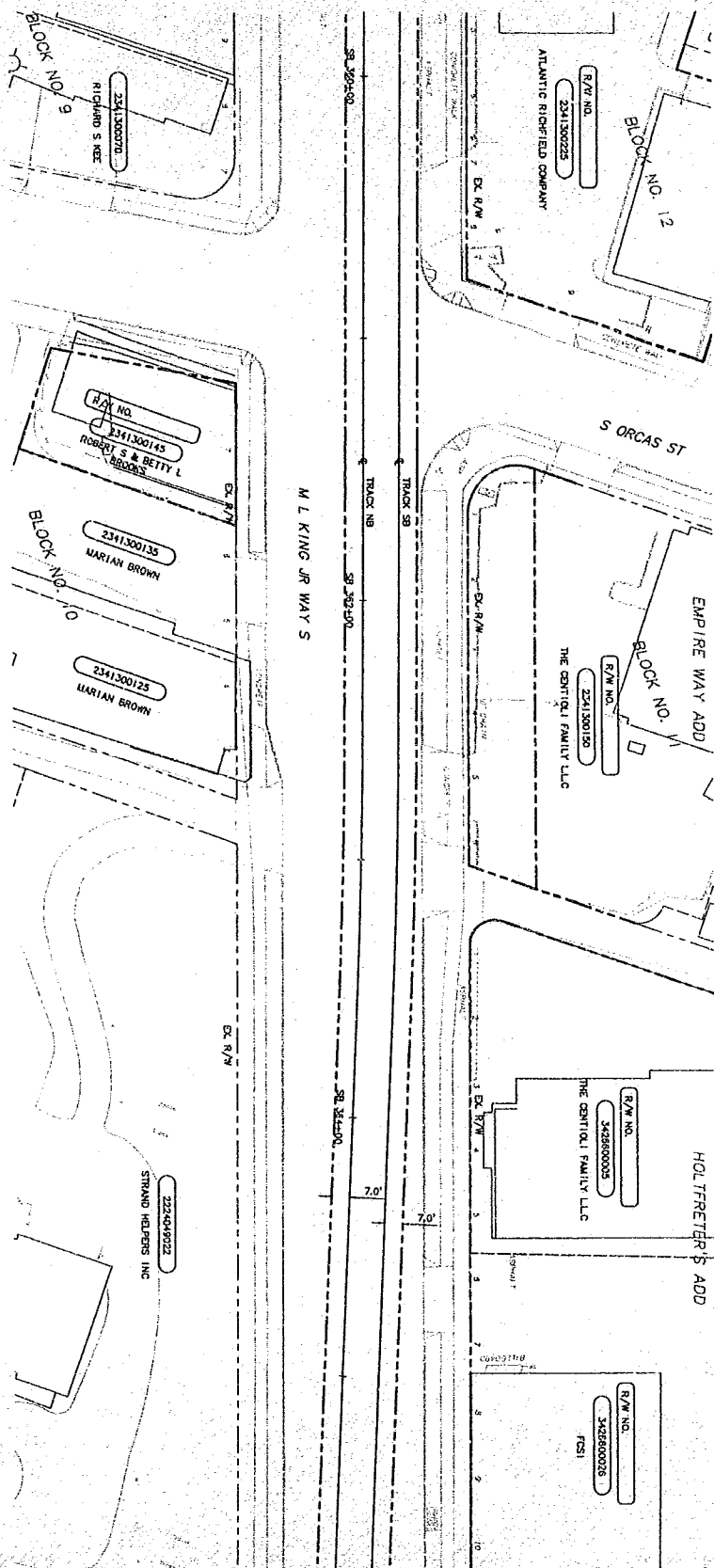
PROGRESS PRINT
 NOV 5, 1999





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SEE DWG L45-RP15



SEE DWG L45-RP17

NW 1/4, SW 1/4, SEC 22, T 24 N, R 4 E, W.M.

1. SEE SHEET L45-RP15 FOR GENERAL NOTES REGARDING BASIS OF BEARINGS



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LINK LIGHT RAIL PROJECT

SOUTH CORRIDOR

RIGHT-OF-WAY PLANS

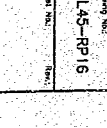
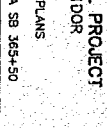
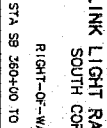
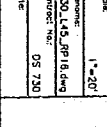
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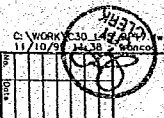
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Nov 5, 1999

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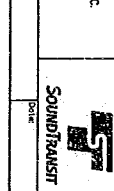
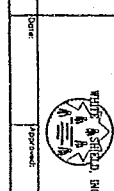




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Designed by: K. BELL
Checked by: R. ROGERS
Approved by: A. WARMAN
I. GUSTICH

PRELIMINARY



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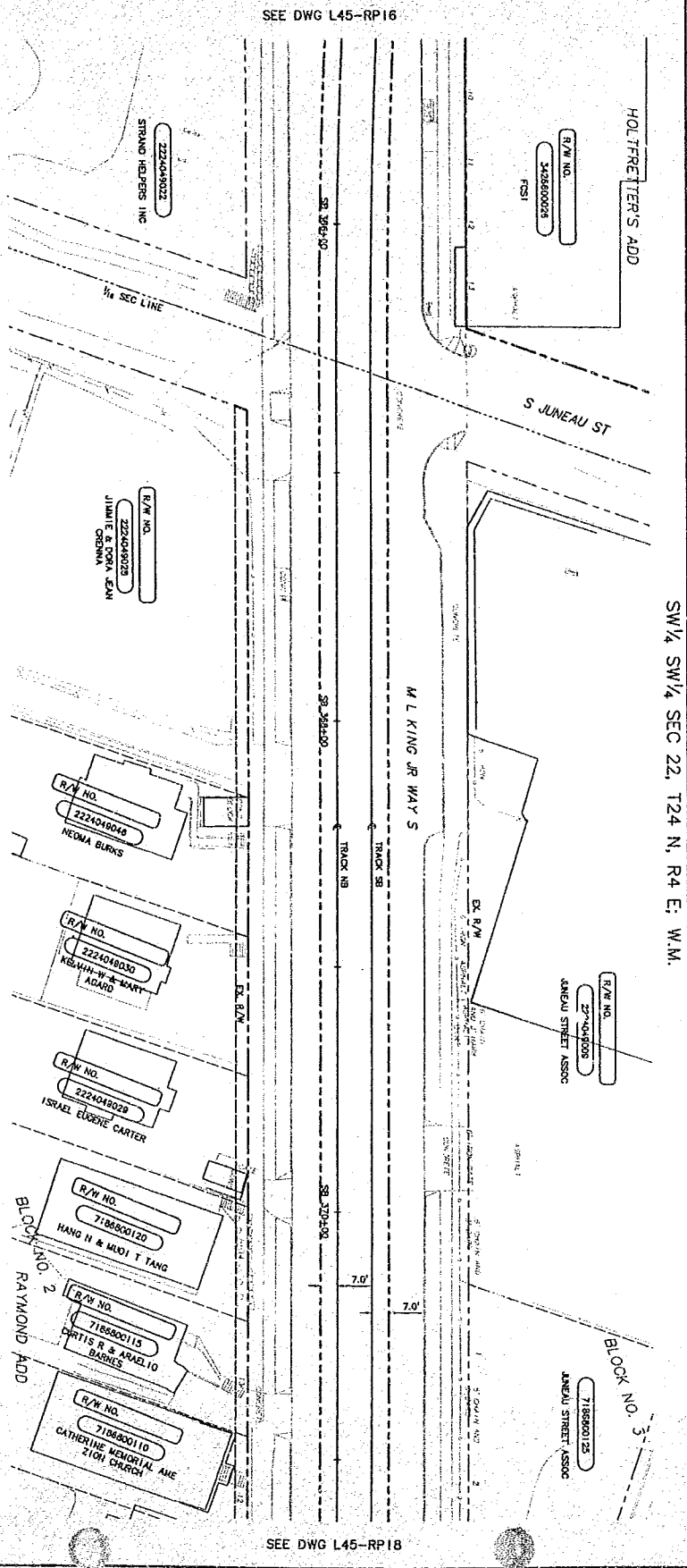
LINK LIGHT RAIL PROJECT
SOUTH CORRIDOR
RIGHT-OF-WAY PLANS
STA 39+35.50 TO STA 39+71+00

Sheet No. 17
L45-RP17
NOV 5, 1999

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NOV 5, 1999



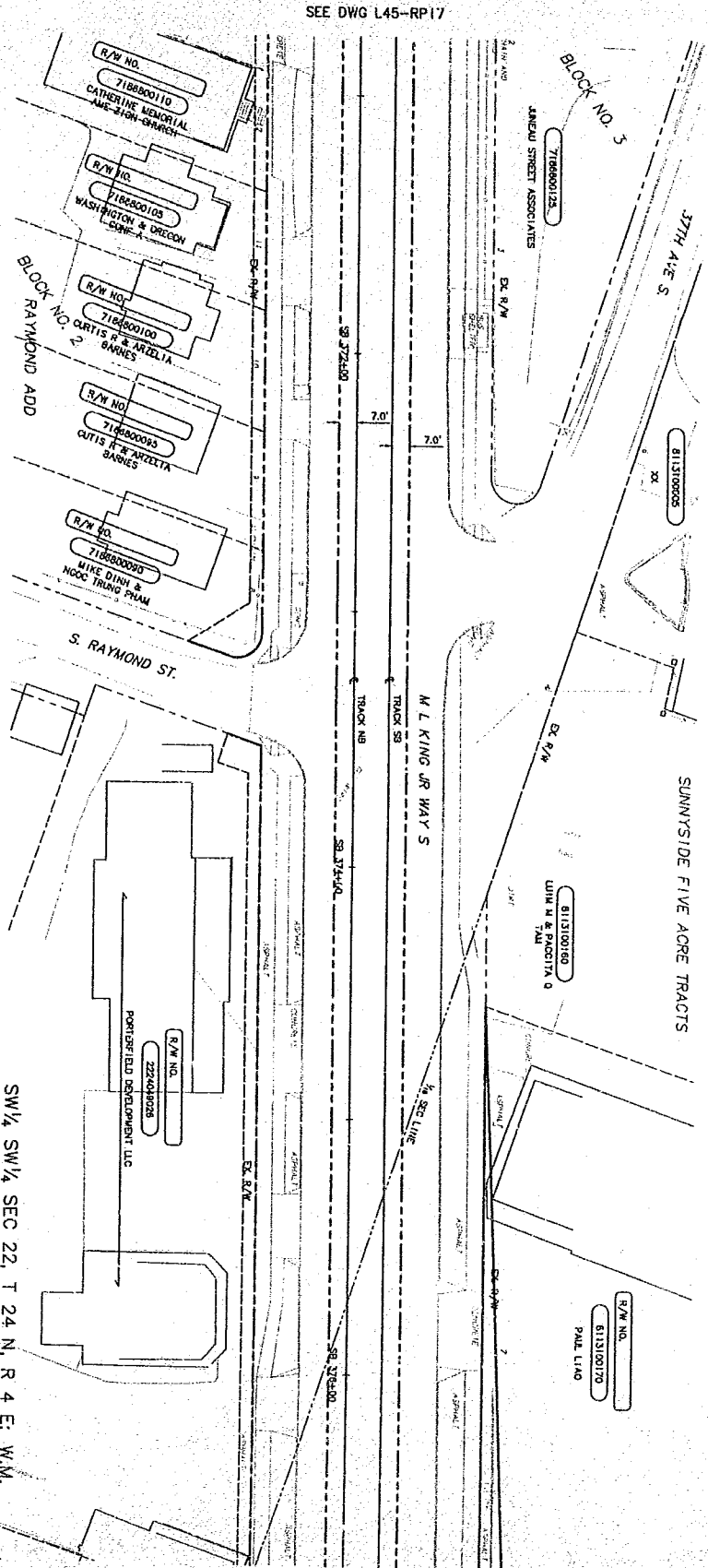
1. SEE SHEET FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS



SEE DWG L45-RP16

SEE DWG L45-RP18

1. SEE SHEET L45-RP17 FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS
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 3. SEE DWG L45-RP19



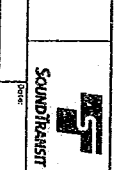
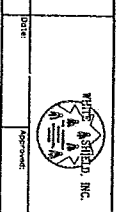
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Prepared By: K. BELL
 Drawn By: R. ROBERTS
 Checked By: A. LUTWYK
 Approved By: I. GASTIICH



Scale: 1"=20'
 Drawing No.: L45-RP18
 Project No.: 05-120

LINK LIGHT RAIL PROJECT
 SOUTH CORRIDOR
 RIGHT-OF-WAY PLANS
 STA 371+00 TO STA 376+50

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SUNNYSIDE FIVE ACRE TRACTS

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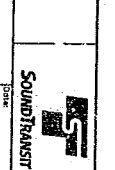
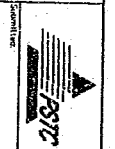
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SEE SHEET
NE 1/4 NW 1/4 SEC 27 T 24 N R 4 E, W.M.
FOR GENERAL NOTES REGARDING BASIS OF BEARINGS

SEE DWG L45-RP20

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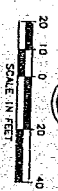
PRELIMINARY



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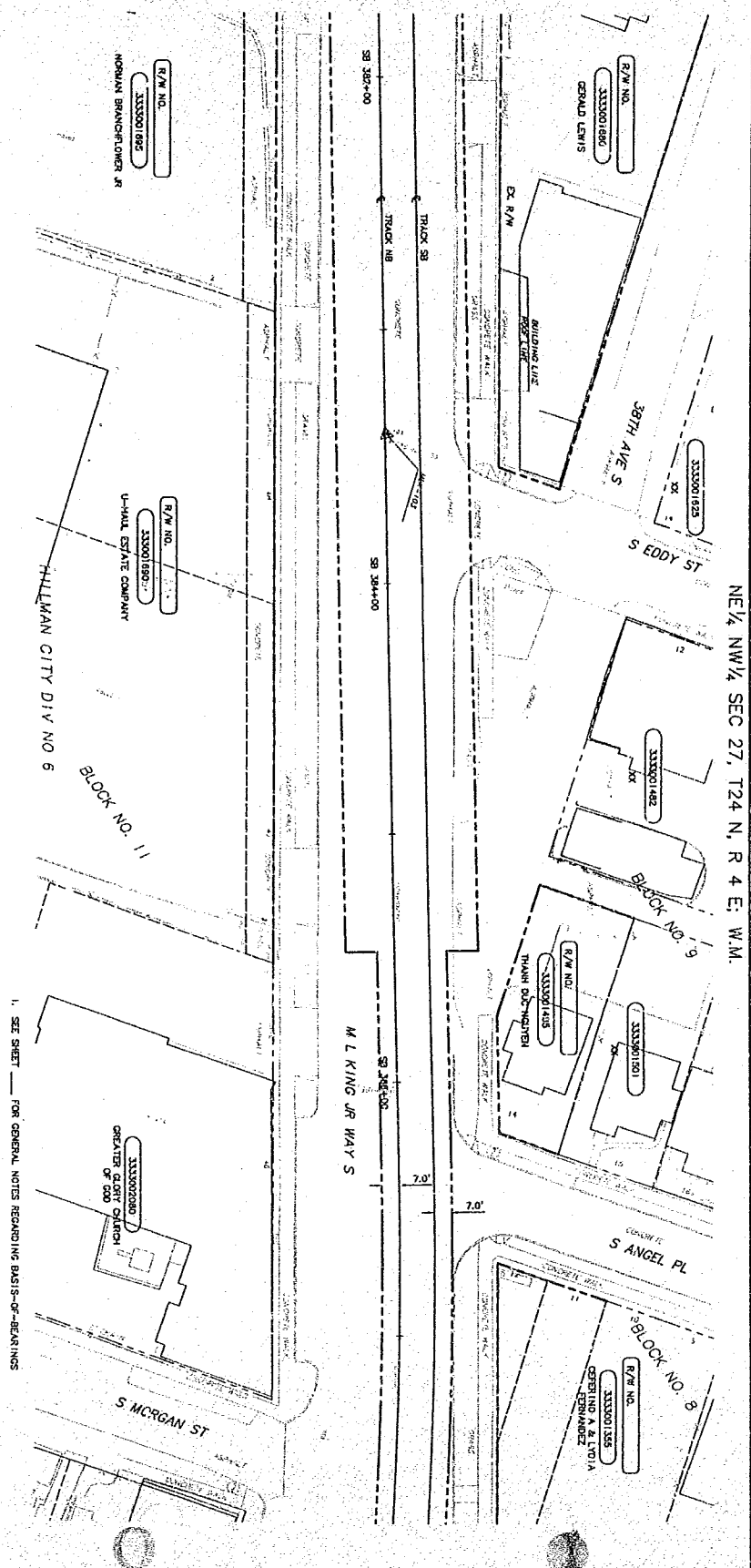
LINK LIGHT RAIL PROJECT
SOUTH CORRIDOR
RIGHT-OF-WAY PLANS
STA SB 375+50 TO STA SB 382+00

PROGRESS PRINT
NOV 5, 1999

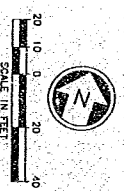


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 2. SEE DWG L45-RP19
 3. SEE DWG L45-RP20
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SEE DWG L45-RP19

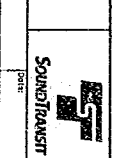
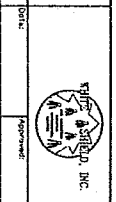


1. SEE SHEET _____ FOR GENERAL NOTES REGARDING BASIS OF BEARINGS



PROGRESS PRINT
 NOV 5, 1998

PRELIMINARY

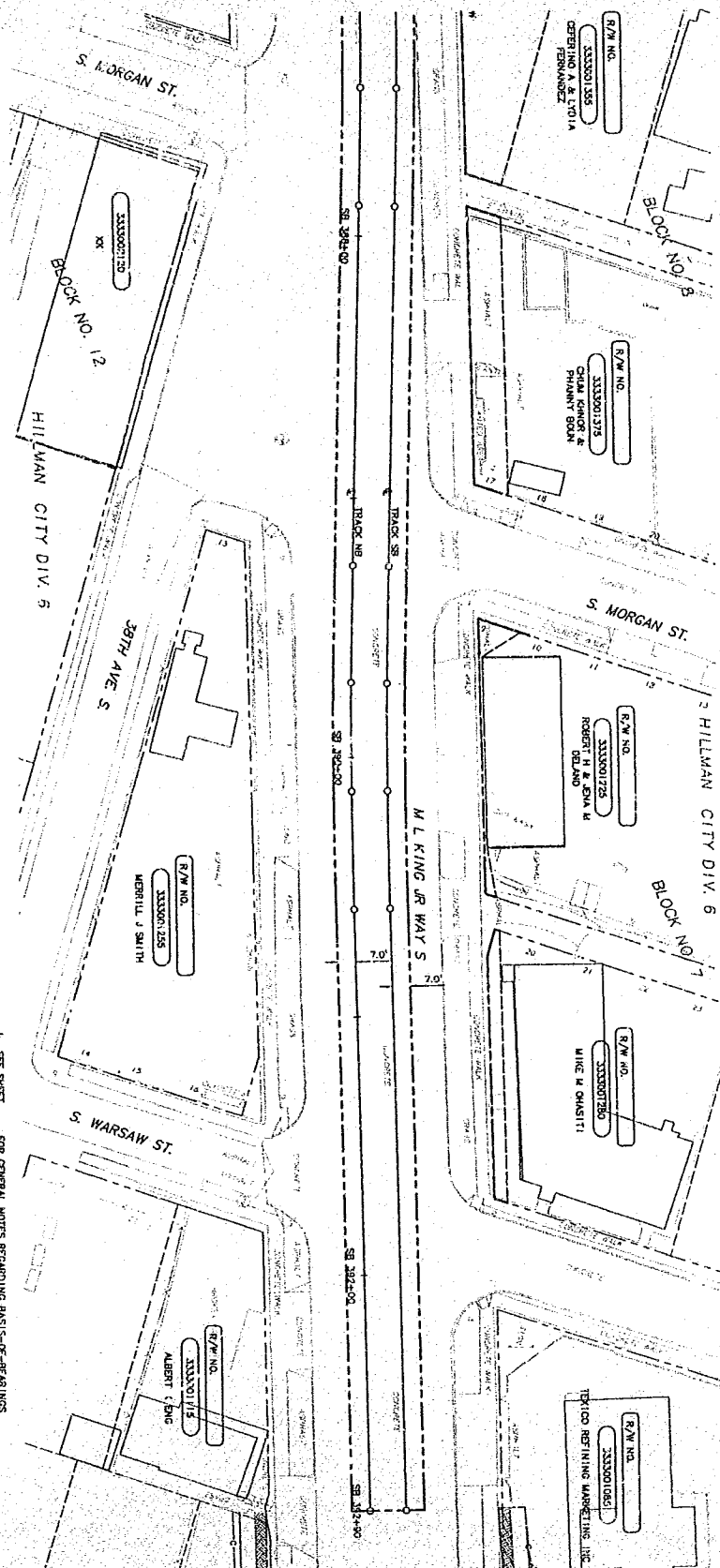


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LINK LIGHT RAIL PROJECT
 SOUTH CORRIDOR
 RIGHT-OF-WAY PLANS
 STA SB 382+00 TO STA SB 387+50

L45-RP20
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NE 1/4 NW 1/4 SEC 27, T 24 N, R 4 E; W.M.

2 HILLMAN CITY DIV. 6

BLOCK

CEFERINO A. & LYDIA
FERNANDEZ

CEFERINO A. & LYDIA
FERNANDEZ

R/W NO. 332001:378

R/W NO. 332001:378

R.W. NO. 333601725

R.W. NO. 333601725

R/W NO. 5539007280

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HILFMAN CITY DIV. 5

AVENUE S

MERRILL J SMITH

MERRILL J SMITH

5


R/W NO. 7

R/W NO. 7


1. SEE SHEET _____ FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS

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Drawn By: K. BELL	Checked By: A. ROBERTS	App. By: A. M. THWANA	Reviewed By: J. GUSTITICH	11/09/2000	STL SB 387+50 TO STA SB 392+80.33	1	1



PRELIMINARY



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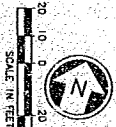
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SOUTH CORRIDOR

RIGHT-OF-WAY PLANS

STL SB 387+50 TO STA SB 392+80.33

L&S-RP21

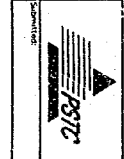


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Designed by: K. BELL
Drawn by: R. ROGERS
Checked by:
Approved by:

PRELIMINARY

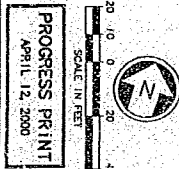


WILSON & ASSOCIATES, INC.
SOUNDTRANSIT

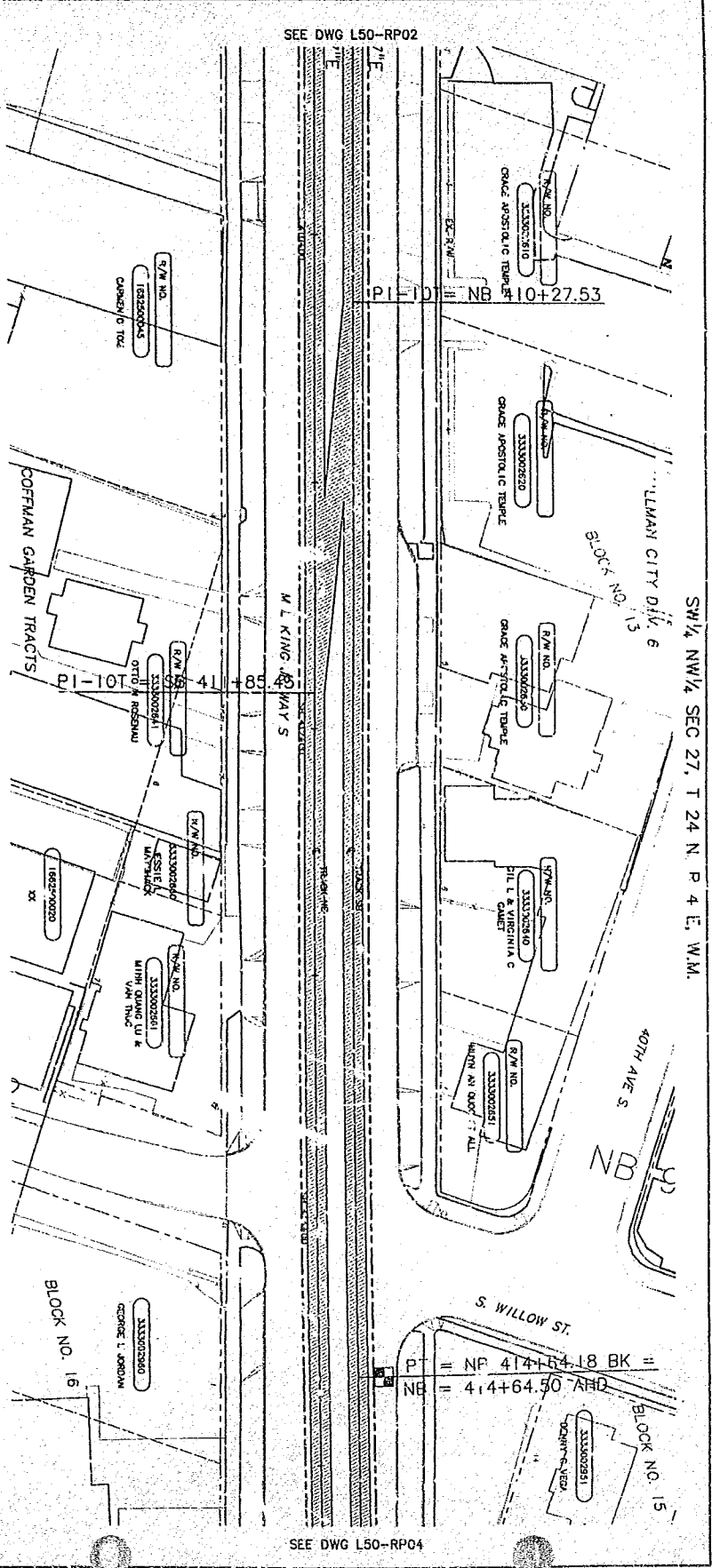
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LINK LIGHT RAIL PROJECT
SOUTH CORRIDOR
RIGHT-OF-WAY PLANS
STA 58+00 TO STA 58+45+00

Link Light Rail
L50-RP03
April 12, 2000



1. SEE SHEET FOR CIRCULAR NOTES REGARDING BASIS-OF-BEARINGS



SEE DWG L50-RP02

SEE DWG L50-RP04

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Signature	Print Name	Room	Day	Hour	Initials
	K. BELL	Room 6-C			
	N. ROBERTS	Quartermaster			

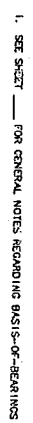
PRELIMINARY



LINK LIGHT RAIL PROJECT

Drawing No: L50-RP04

PROGRESS PRINT
APRIL 12, 2000



SEE DWG 1.50-RP03

M. L. KING JR WAY S

SEE DWG L50-RP05

SE $\frac{1}{4}$ NW $\frac{1}{4}$, SEC 27, T 24 N, R 4 E, W.M.

HILLMAN CITY DIV. 5

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UNION GOSPEL MISSION

UNION/COSTEL MISSION

R/W NO. 333002891

$$\frac{PI-107}{R-0.00} = SB \ 415 + 36.50$$
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BLOCK NO.

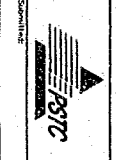
ALAN & CHIN LING
HILL

333,430,2890

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Drawn By	K. BELL
Checked By	R. ROGERS
Approved By	
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PRELIMINARY



DATE: 04/12/2000
APPROVED: [Signature]
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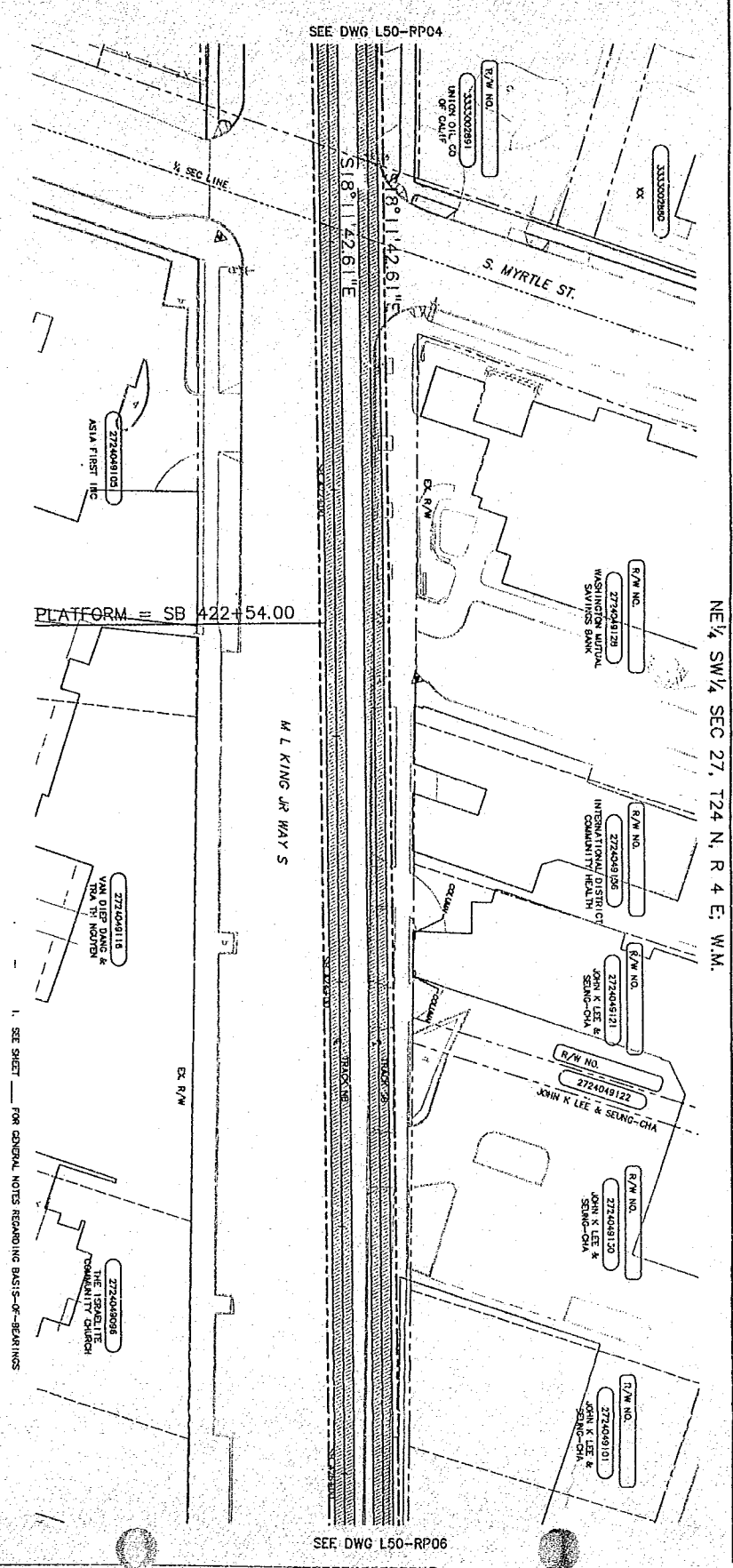
PROJECT: LINK LIGHT RAIL PROJECT
SOUTH CORRIDOR
RIGHT-OF-WAY PLANS

STA 39+40+50 TO STA 39+428+00

PROGRESS PRINT
APRIL 12, 2000

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SEE DWG L50-RP04

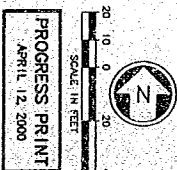
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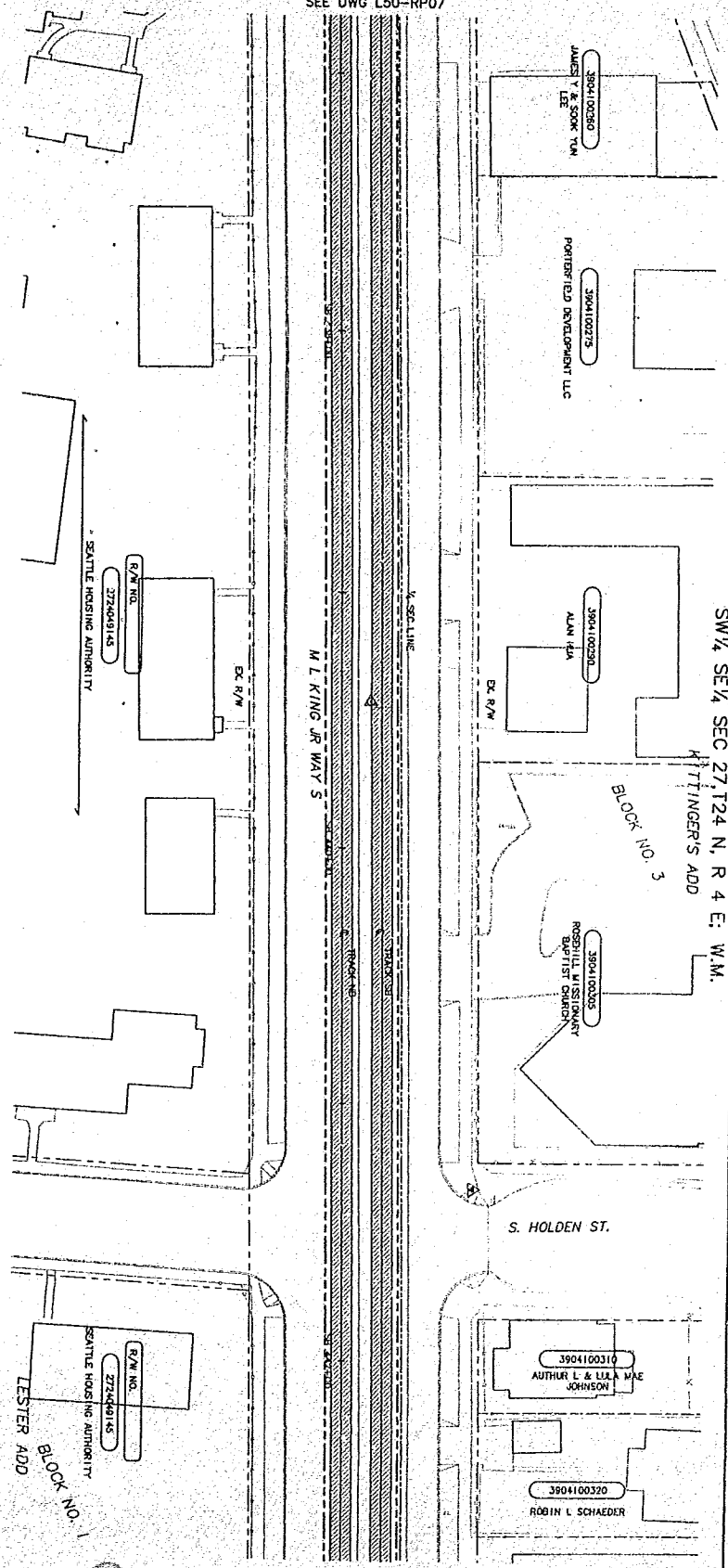
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SEE DWG L50-RP07



SEE DWG L50-RP09

1. SEE SHEET FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS.



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PROGRESS PRINT
 APRIL 12, 2000

LINK LIGHT RAIL PROJECT
 SOUTH CORRIDOR
 RIGHT-OF-WAY PLANS
 STA 58+37+00 TO STA 58+42+50

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W.B. & S. INC.
 APPROVED

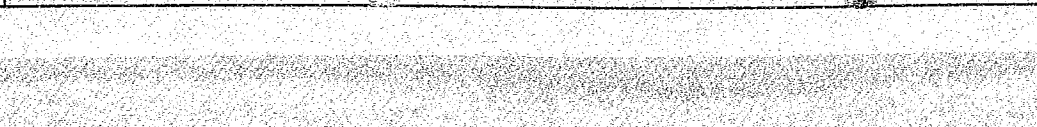
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DESIGNED BY: K. BELL
 CHECKED BY: R. ROBERTS
 APPROVED BY:

NO.	DATE	BY	REVISIONS
1	04/12/00	K. BELL	ISSUED FOR PERMIT



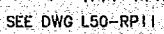
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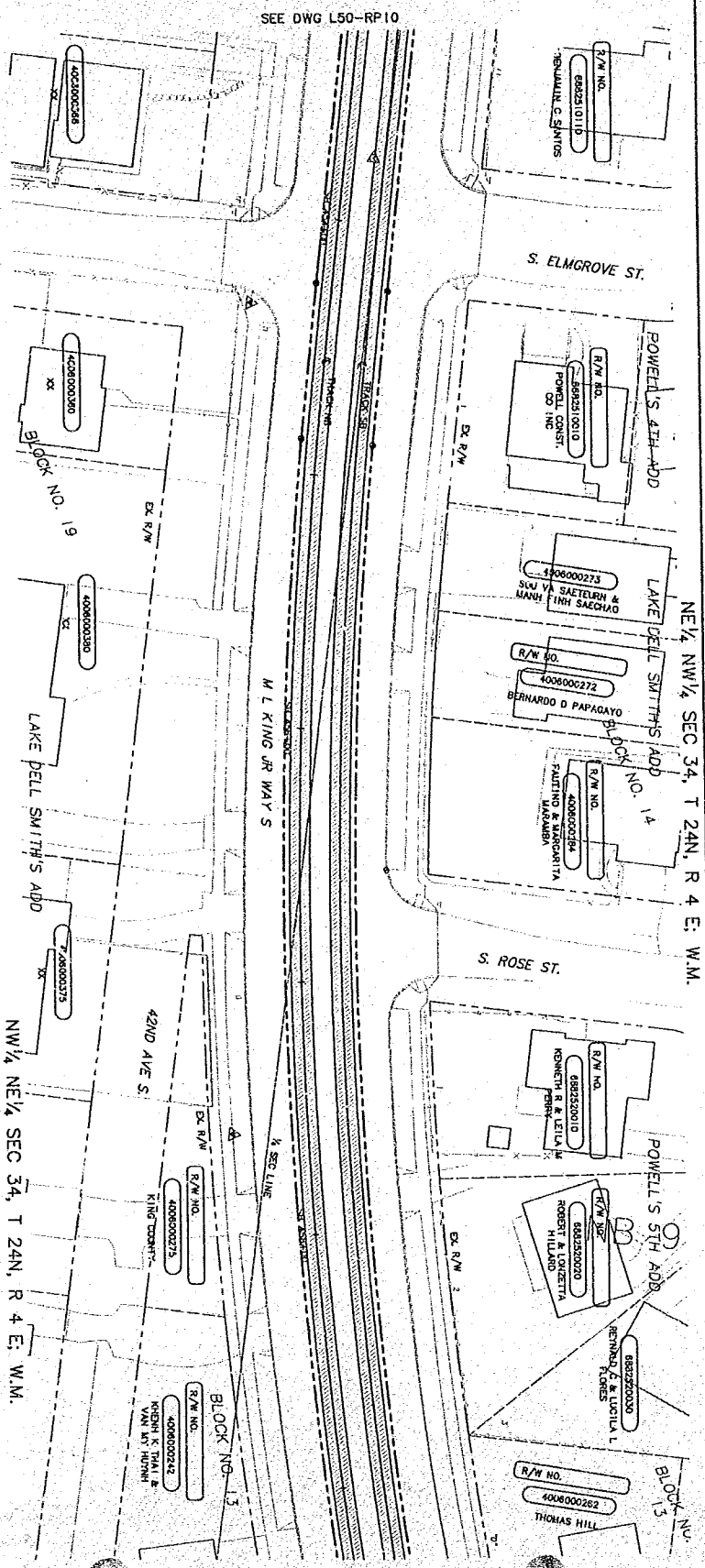
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SW 1/4 SE 1/4 SEC 27, T 24N, R 4 E; W.M.

PROGRESS PRINT
APRIL 12, 2000



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SEE DWG L50-RP10

SEE DWG L50-RP12

Designed By	K. BELL
Drawn By	R. ROGERS
Checked By	
Approved By	

PRELIMINARY

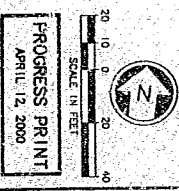


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LINK LIGHT RAIL PROJECT
SOUTH CORRIDOR
RIGHT-OF-WAY PLANS
STA SB 453+50 TO STA SB 459+00

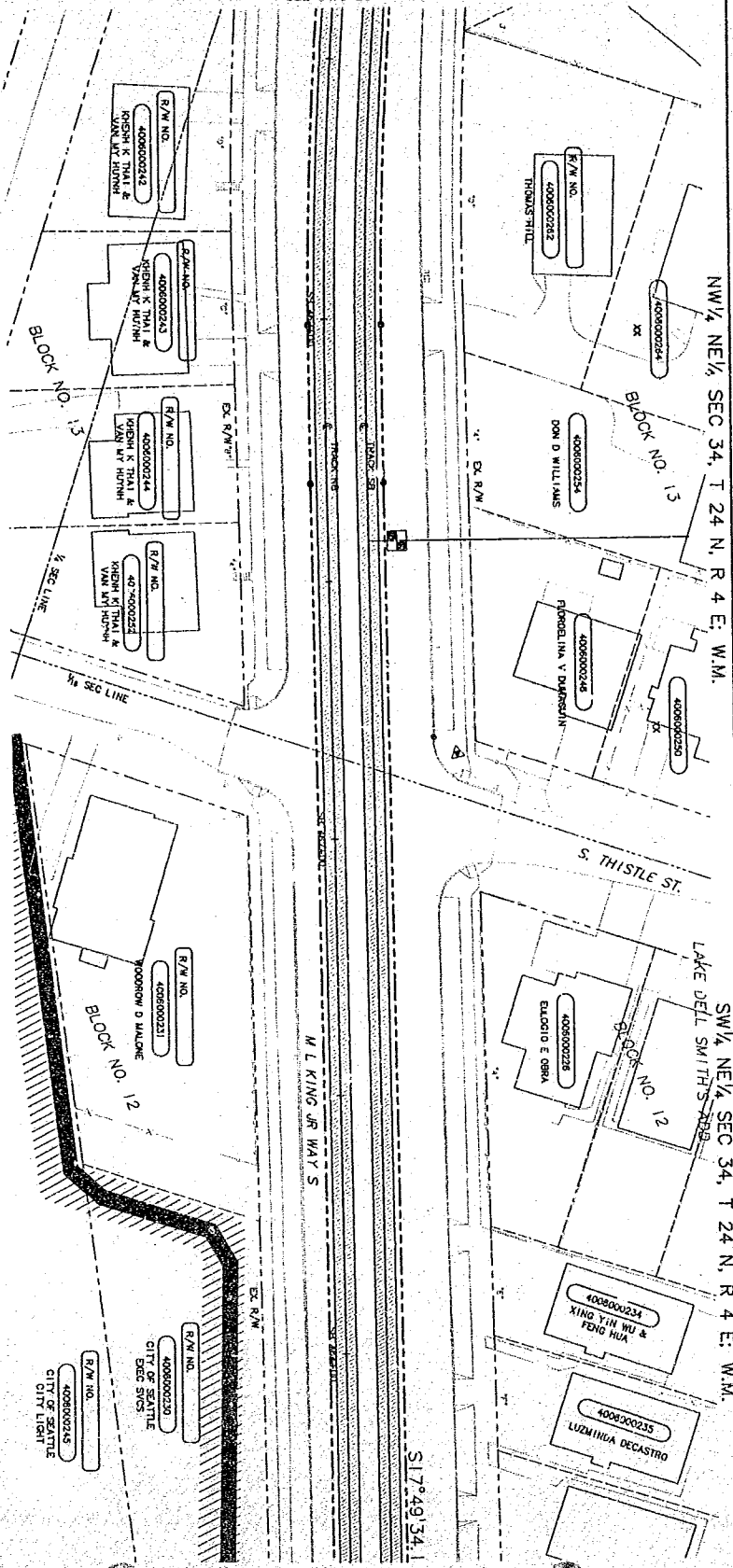
LSO-RP 11



1. SEE SHEET _____ FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS.

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 1/32" = 0.625'
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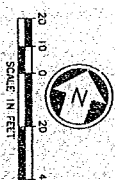
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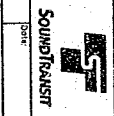
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1. SEE SHEET FOR GENERAL NOTES REGARDING BASIS OF BEARINGS



PROGRESS PRINT
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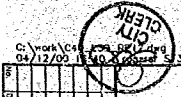
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LINK LIGHT RAIL PROJECT
 SOUTH CORRIDOR
 RIGHT-OF-WAY PLANS
 STA SB 459+00 TO STA SB 494+50

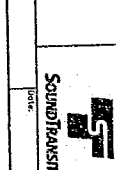
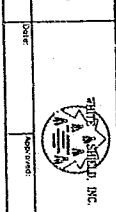
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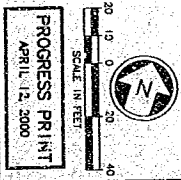
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Checker	R. ROBERTS
Design	R. ROBERTS
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Location	SOUTH CORRIDOR
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Location	SOUTH CORRIDOR
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Sheet	120001.dwg

PRELIMINARY



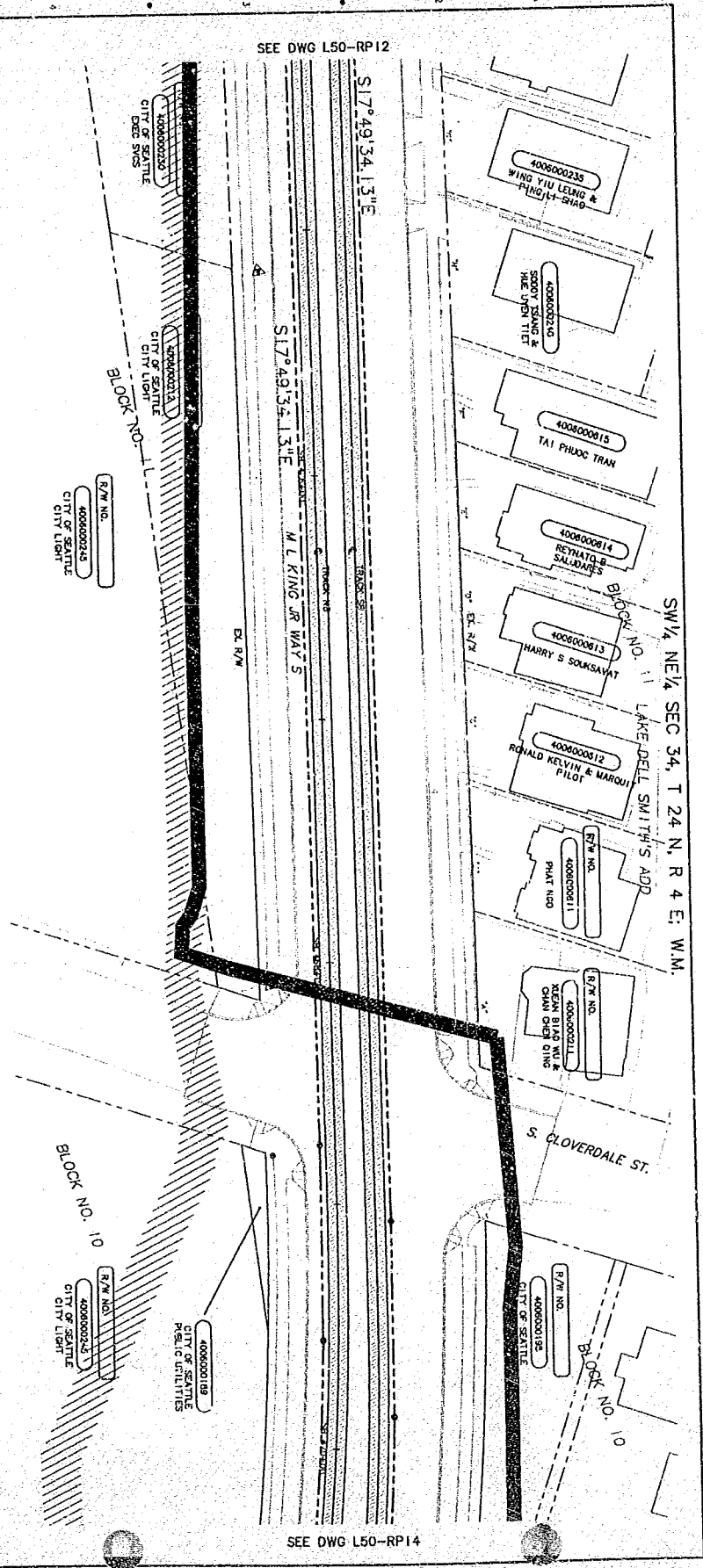
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Design	R. ROBERTS
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Project	LINK RAIL PROJECT
Location	SOUTH CORRIDOR
Block	10
Sheet	120001.dwg

LINK RAIL PROJECT
 SOUTH CORRIDOR
 RIGHT-OF-WAY PLANS
 STA 58 464+50 TO STA 58 470+00



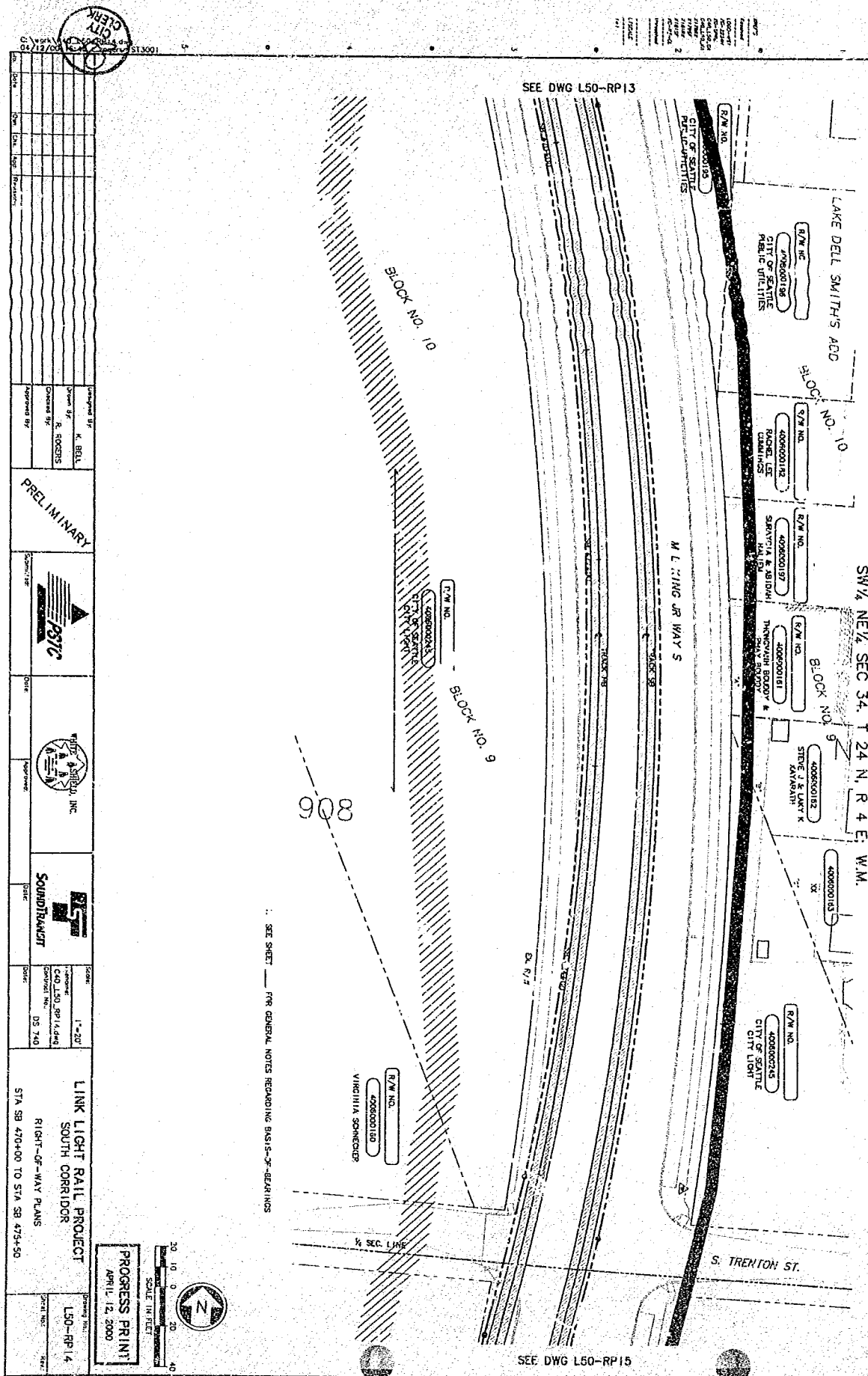
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1. SEE SHEET FOR GENERAL NOTES REGARDING BASIS-OF-BEARS



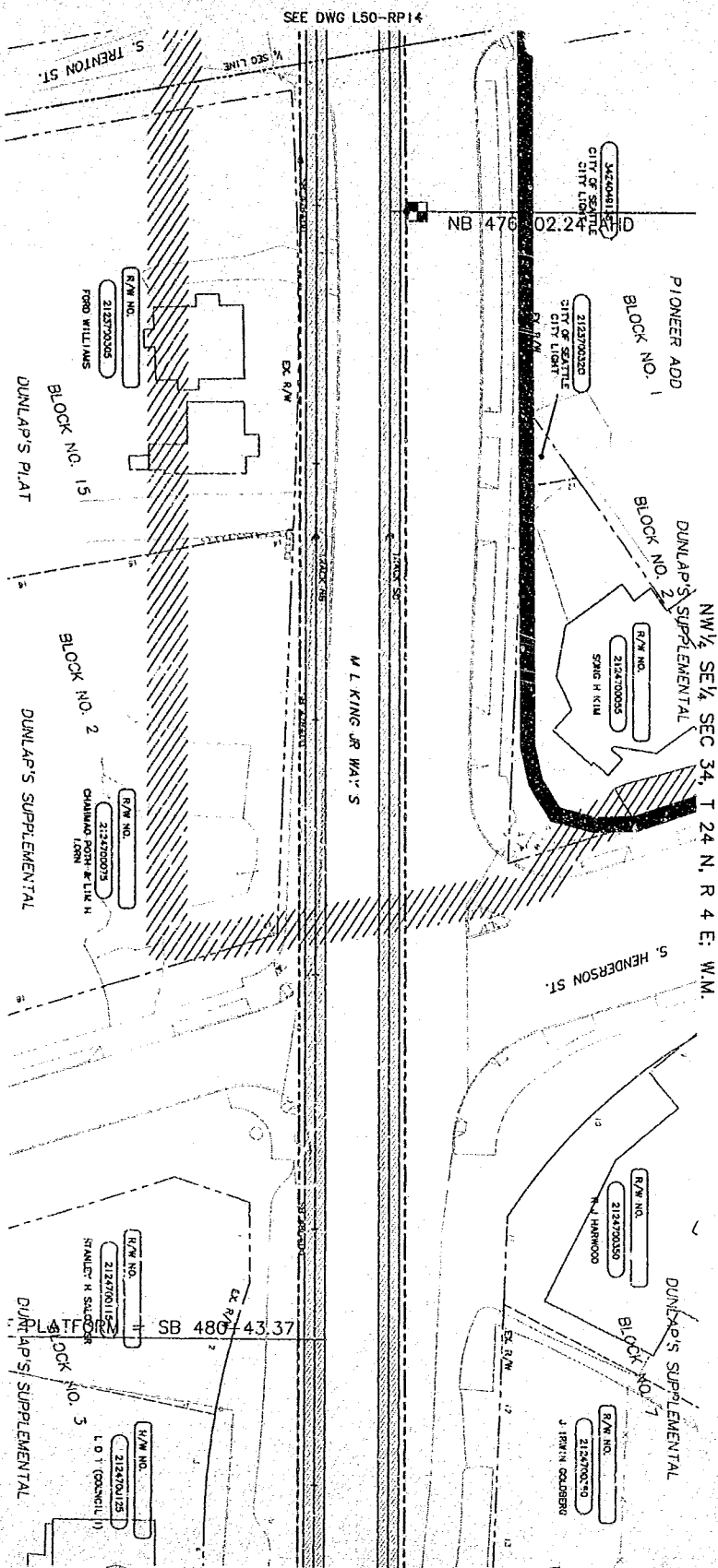
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SEE DWG L50-RP14



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APRIL 12, 2000



1. SEE SHEET _____ FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS

PROGRESS PRINT
APRIL 12, 2000

PROGRESS PRINT
APRIL 12, 2000



Case No.	Date	Sub.	Dep.	Particulars
				Deceased Bfr.
				K. BELL
				Deceased Bfr.
				R. ROGERS
				Deceased Bfr.
				Approved By

PRELIMINARY

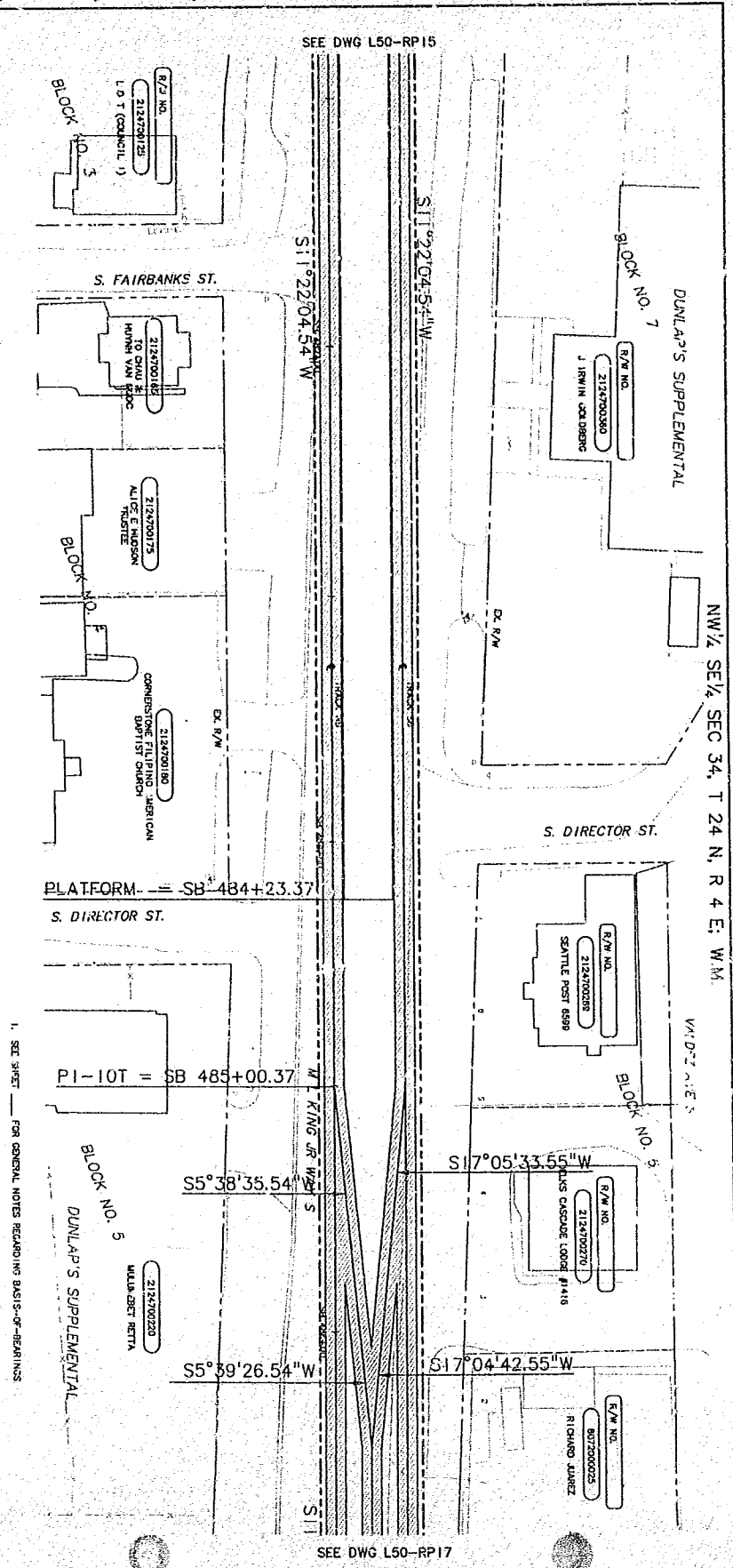


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LINK LIGHT RAIL PROJECT
SOUTH CORRIDOR
RIGHT-OF-WAY PLANS
STA SB 481+00 TO STA SB 486+50

Drawing No.:
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PROGRESS PRINT
APRIL 12, 2000



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 15. SEE DWG L50-RP30

NW 1/4 SEC 34, T 24 N, R 4 E, W.M.

SW 1/4 SEC 34, T 24 N, R 4 E, W.M.

DUNLAP'S
SUPPLEMENTAL

BLOCK NO. 6

R/W NO.
 607200023
 RICHARD JIMKEZ

BEACON AVE S

R/W NO.
 607200047
 ROBERT O. & ANN L.
 WOODRIDGE

NB

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S 1/2 22' 0.45' W

M L KING JR WAY S

SEE DWG L50-RP18

212700220
 RETTA HALLMEYER
 BLOCK NO. 5
 DUNLAP'S
 SUPPLEMENTAL

607200035
 MONTANA SMITH

607200045
 R L ALIA INC

STURTEVANT'S RAINIER BEACH VALLEY TRACTS

1. SEE SHEET ____ FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS



Drawn By	Checked By	Approved By
L. BELL	R. ROZENS	

PRELIMINARY

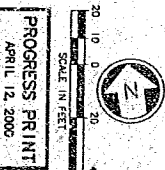


LINK LIGHT RAIL PROJECT

SOUTH CORRIDOR

RIGHT-OF-WAY PLANS

STA 98 486+50 TO STA 98 492+00



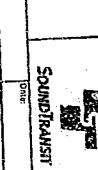
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 APRIL 12, 2000

L50-RP17
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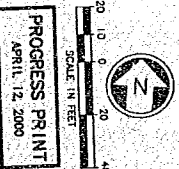
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DATE: 05/14/00
SCALE: 1"=20'

LINK LIGHT RAIL PROJECT
SOUTH CORRIDOR
RIGHT-OF-WAY PLANS
STA 59 503+00 TO STA 59 508+50

L50-RP20



PROGRESS PRINT
APRIL 12, 2000

1. SEE SHEET _____ FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS

SEE DWG L50-RP19

M L KING JR WAY S

NB 506+25.02 AHD

S3°33'07.53"E
S3°33'07.53"E

SEE DWG L50-RP21

R/W NO.
032049134
FRANK COLUCCI

NB 91

R/W NO.
032049135
RAINIER PACIFIC CO

R/W NO.
032049054
RAINIER PACIFIC COMPANY

032049081
JAMES & CATHY
HONG ET AL

032049053
MARION RUSCH

032049059
TOSHIO K KAHN
OHIO

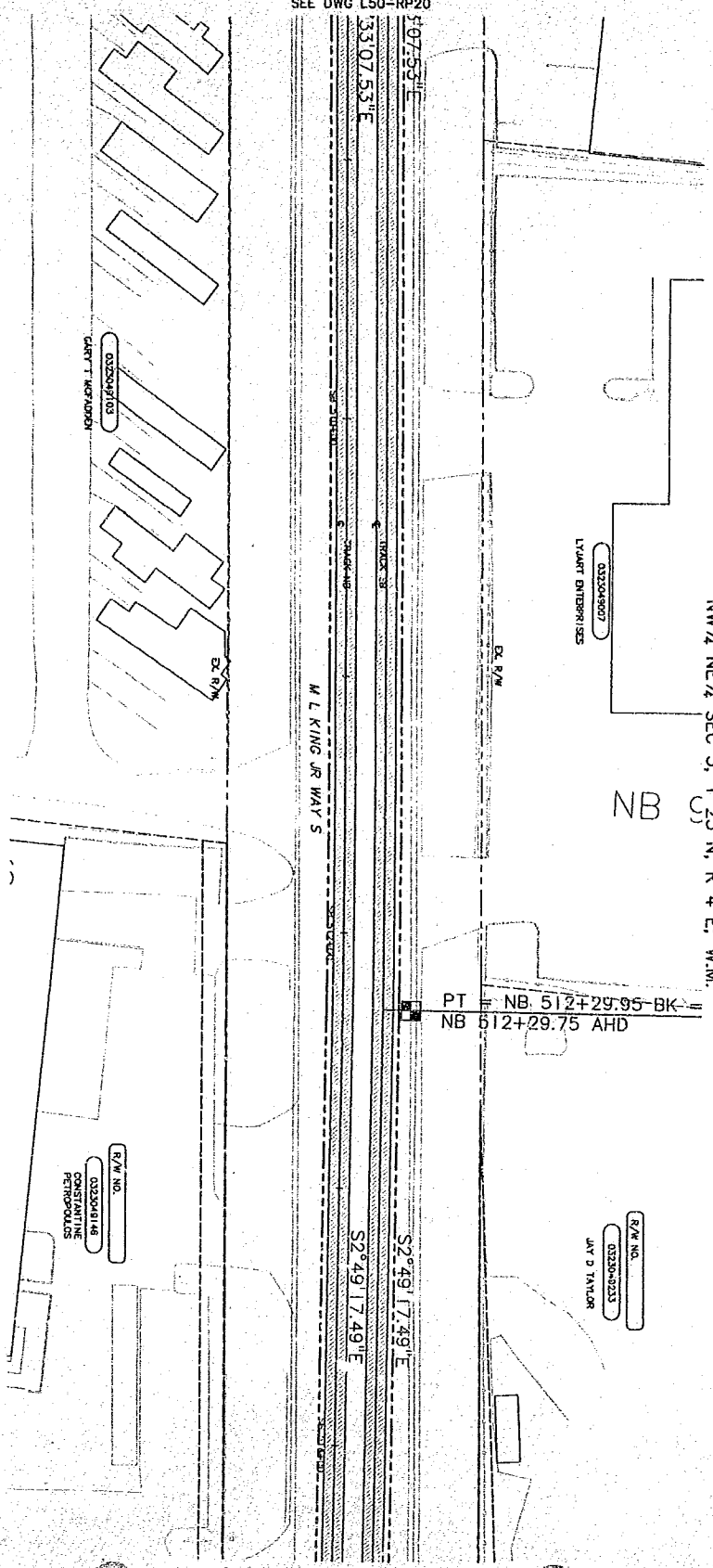
032049133
NICHOLE K SISKIN
BENNING

032049107
CHARLOTTE M BLACK

032049102
GARY T WYNNE

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SEE DWG L50-RP20



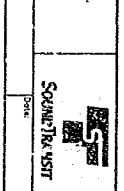
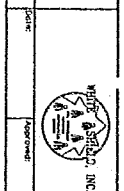
SEE DWG L50-RP22

1. SEE SHEET FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS



Prepared By	K. BELL
Drawn By	R. ROGERS
Checked By	
Approved By	

PRELIMINARY



Scale	1"=20'
Contract No.	03 740

LINK LIGHT RAIL PROJECT
 SOUTH CORRIDOR
 RIGHT-OF-WAY PLANS
 STA 50+50 TO STA 51+00

PROGRESS PRINT
 APRIL 12, 2000



NW 1/4 NE 1/4 SEC 3, T 23 E, R 4 E; W.M.

SW 1/4 NE 1/4 SEC 3, T 23 E, R 4 E; W.M.

SEE DWG L50-RP21

SEE DWG L50-RP23

R/W NO.
0323049233
JAY D TAYLOR

R/W NO.
0323049262
SCENTRIDE MORRIS TRUST

R/W NO.
0323049261
RONALD J & CHERYL M
SETTERBERG

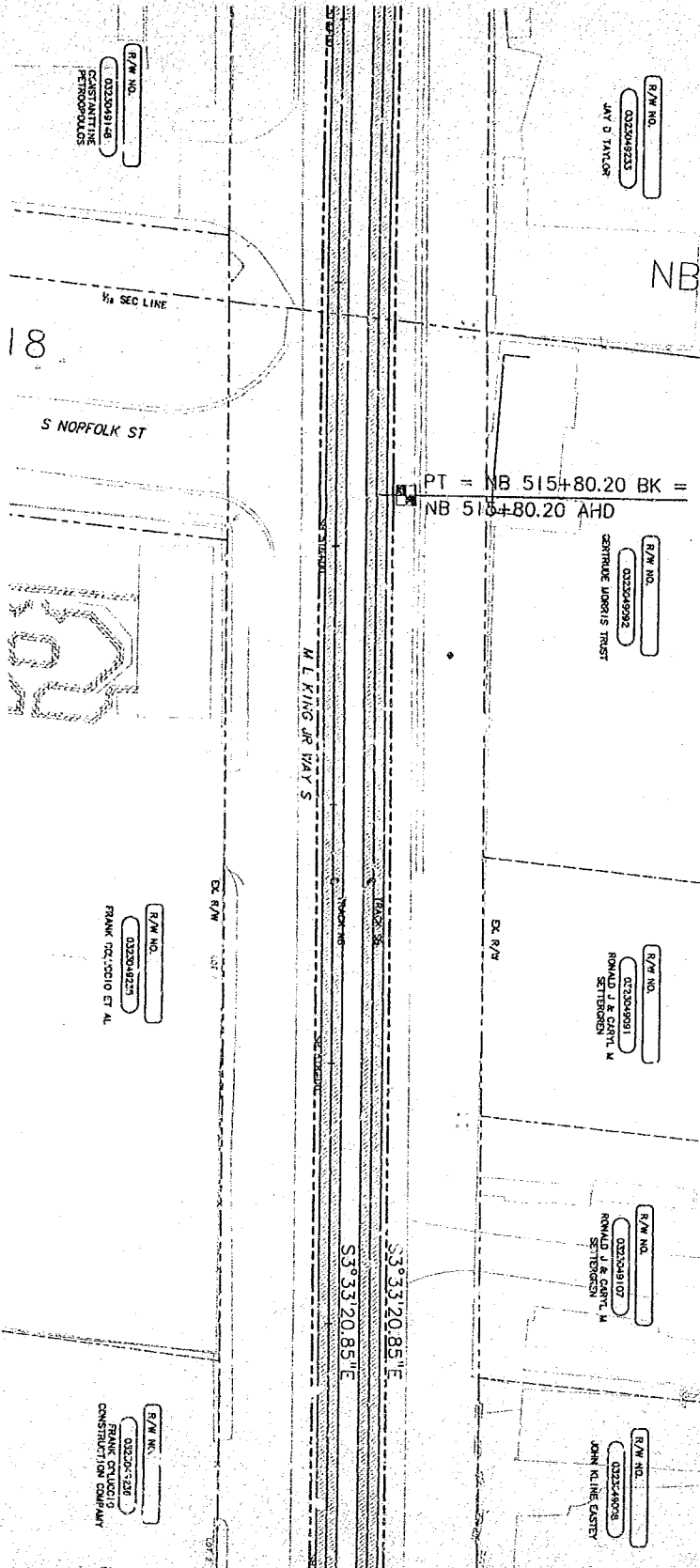
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RONALD J & CHERYL M
SETTERBERG

R/W NO.
0323049078
JOHN K LINE CASTER

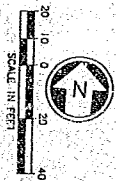
R/W NO.
0323049146
CONSTANTINE
PETROPOULOS

R/W NO.
0323049275
FRANK MCCOY ET AL

R/W NO.
0323049238
FRANK MCCOY
CONSTRUCTION COMPANY



1. SEE SHEET FOR GENERAL NOTES REGARDING BASIS OF BEARINGS



PROGRESS PRINT
APRIL 12, 2000

LINK LIGHT RAIL PROJECT

SOUTH CORRIDOR

RIGHT-OF-WAY PLANS

STA 514+00 TO STA 519+30

LSO-RP22

Sheet No.

Drawn By

Checked By

Date

Scale

Notes

Revisions

Comments

Approval

Signature

Title

Organization

Contact

Phone

Fax

Email

Website

Address

City

State

Zip

Country

REUTS
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 20-39M
 C&G L&C CA
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M L KING JR WAYS

R/W NO. 0323040236

FRANK COLUCCIO
CONSTRUCTION COMPANY

R/W NO.
0323049237
WESTERN UTILITY
SUPPLY CO.

1. SEE SHEET _____ FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS

PROGRESS PRINT
APRIL 12, 2000

LINK LIGHT RAIL PROJECT

RIGHT-OF-WAY PLANS

STA 5B 519+50 TO STA 5B 522+09.83

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PRELIMINARY



Date: _____

Approved: _____

WHITE SEED, INC.



Sound Transit

Score:	100%
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Control No.:	DS 744
Date:	

LINK LIGHT RAIL P
SOUTH CORRIDO
RIGHT-OF-WAY PLANNING
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WESTERN UTILITIES SUPPLY

PROGRESS PRINT
OCTOBER 14, 1969

SCALE IN FEET

LINK LIGHT RAIL PROJECT

RIGHT-OF-WAY PLANS

STA 58 525+50 - STA 59 527+00

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1.55-RP01

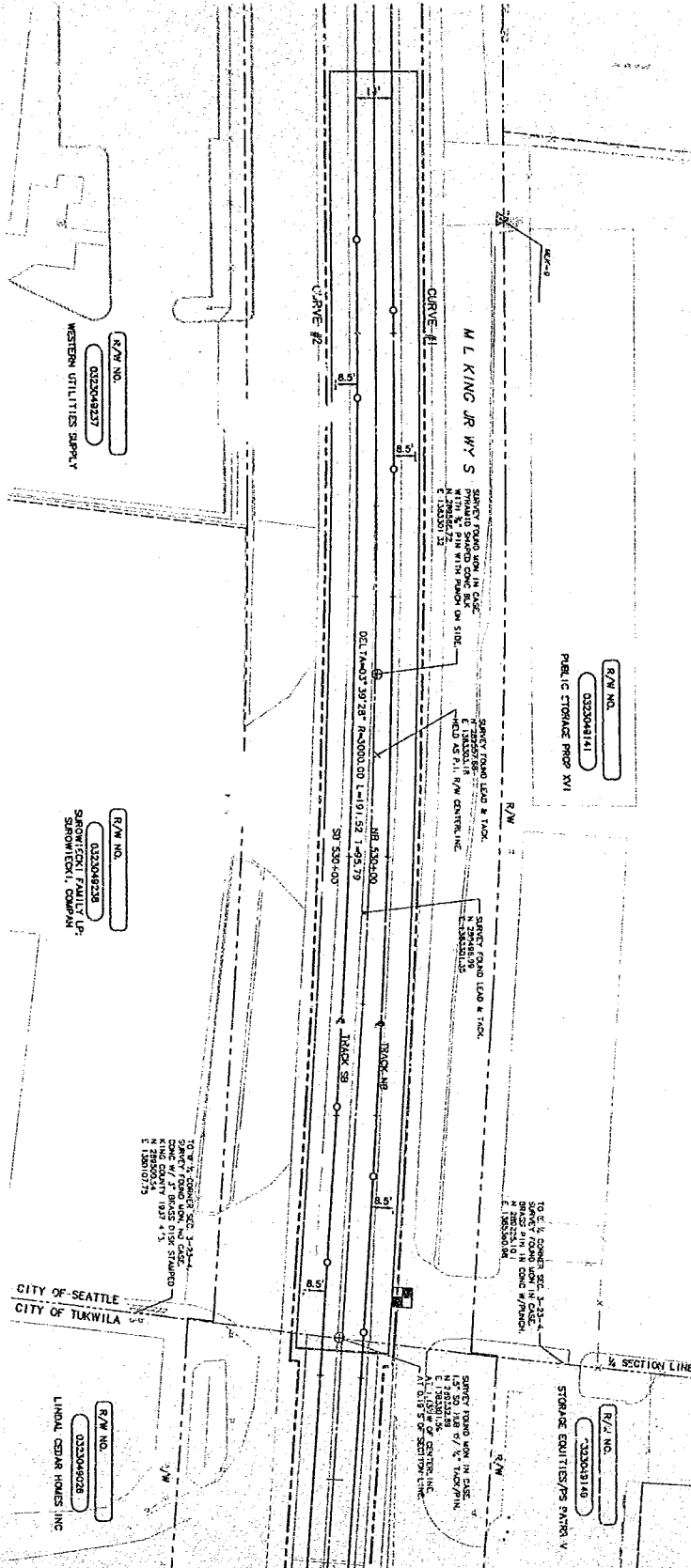
1.55-RP01

SW 1/4 NE 1/4 SEC 3, T 23 N, R 4 E, W.M.

NW 1/4 SE 1/4 SEC 3, T 23 N, R 4 E, W.M.

SEE DWG L55-RP01

SEE DWG L55-RP03



R/W NO.
032004227
WESTERN UTILITIES SUPPLY

R/W NO.
032004228
SANDWICH FRUIT L.P.
SANDWICH, CALIF.

R/W NO.
032004028
LINDAL CEDAR HOMES INC

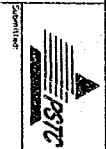
R/W NO.
032004141
PUBLIC STORAGE PROP XVI

R/W NO.
032003140
STORAGE EQUIPMENT PART V



DATE	10/16/98
BY	E. BONE
CHKD BY	P. LEE
APPROVED BY	A. MANNING
1. CUSTETICH	

PRELIMINARY



L & A
L & A ASSOCIATES, INC.
Consulting Engineers
Seattle, Washington

SOUND TOWNSHIP

Scale: 1"=20'
NO. 155, 002, 000
Contract No. 05 750

LINK LIGHT RAIL PROJECT
SOUTH CORRIDOR
RIGHT-OF-WAY PLANS
STA 527+00 - STA 532+50

LS5-RP02
Sheet No. 1 of 1

PROGRESS PRINT
OCTOBER 14, 1998

SCALE IN FEET
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City of Seattle

Paul Schell, Mayor

Seattle Transportation

Daryl R. Grigsby, Director

April 26, 2000

Honorable Margaret Pageler, President
Seattle City Council
1100 Municipal Building
600 Fourth Avenue
Seattle, Washington 98104

SUBJECT: Right-of-Way Agreement; authorizing Sound Transit non-exclusive use of certain City of Seattle streets and rights-of-way for the Central Link Light Rail Project.

Dear Councilmember Pageler:

REQUEST: We request passage of the attached ordinance. This ordinance authorizes the Mayor to execute the attached Right-of-Way agreement with Sound Transit. The agreement grants Sound Transit non-exclusive use of certain City of Seattle streets and rights-of-way for the Central Link Light Rail Project, and authorizes certain areas of the public rights-of-way to be designated as a Light Rail Transit Way.

BACKGROUND: A segment of Sound Transit's Central Link Light Rail project will be built within the City of Seattle and certain associated light rail facilities will be built on, above or under City rights-of-way in various locations as generally described in Resolution 30128 adopted by City Council. With existing City permit mechanisms, Sound Transit would only be able to obtain a 30 day revocable permit for their facilities located within City rights-of-way. A 30 day revocable permit would not meet the funding requirements of the Federal Transit Administration (FTA) or the objectives of Sound Transit or the City for this project.

Sound Transit is in the process of negotiating a Full-Funding Grant Agreement (FFGA) with the FTA for the Central Link Light Rail Project. The continuing control requirements of the FTA must be satisfied before the FFGA is approved. Execution of the attached Right-of-Way Agreement is critical for Sound Transit, both in context and timing, as they attempt to negotiate an FFGA for the Central Link Light Rail Project according to rigid schedule constraints.

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Seattle Municipal Building, 600 Fourth Avenue, Room 410, Seattle, W. 98104-1879

Tel: (206) 684-7623, TTY/TDD: (206) 684-4009, Fax: (206) 684-5180

An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.



If there are any questions, please contact Phil Harrison at 684-5184. Thank you.

Respectfully submitted,

Daryl R. Grigsby

Daryl R. Grigsby, Director
SEATRAN

DG/dk

Enclosure

cc: Councilmember Richard McIver
Phil Harrison, SEATRAN

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ATTACHMENT 1

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AGREEMENT BETWEEN THE CITY OF SEATTLE AND SOUND TRANSIT FOR
GRANT OF NON-EXCLUSIVE USE OF A LIGHT RAIL TRANSIT WAY AS RELATED
TO THE CENTRAL LINK LIGHT RAIL TRANSIT PROJECT

This AGREEMENT is entered into by and between the City of Seattle ("the City") and Central Puget Sound Regional Transit Authority ("Sound Transit") and is effective when signed by all parties.

RECITALS

WHEREAS, Sound Transit is a governmental entity created pursuant to chapters 81.104 and 81.112 RCW with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish Counties, including the right to construct and maintain facilities in public rights of way without a franchise (RCW 81.112.100 and RCW 35.58.030); and

WHEREAS, the City is a first class city operating under the laws of the State of Washington; and

WHEREAS, the City owns and operates city streets, and other infrastructure improvements within the City boundaries where Sound Transit proposes certain transit improvements and light rail; and

WHEREAS, the Growth Management Act (chapter 36.70A RCW) requires the City to plan for and encourage regional high capacity transportation facilities such as the Central Link Light Rail Transit Project (RCW 36.70A.020); and

WHEREAS, in 1996, pursuant to state law, the Central Puget Sound Regional Transit Authority (known as "Sound Transit") proposed, and Central Puget Sound voters approved financing for, a ten-year regional transit system plan known as *Sound Move*; and

WHEREAS, *Sound Move* includes the Central Link Light Rail Transit Project connecting the cities of SeaTac, Tukwila and Seattle, which will provide numerous benefits to Seattle's residents, workers, and visitors, and which will help the City meet its Comprehensive Plan goals for dense, mixed use urban centers and urban villages connected by high-quality public transit; and

WHEREAS, Sound Transit and the Federal Transit Administration of the United States Department of Transportation have jointly planned the Central Link Light Rail Transit Project, and jointly issued a draft and final Environmental Impact Statement pursuant to the National and State Environmental Policy Acts, and the EIS discusses mitigation for the potential environmental impacts of the project; and



WHEREAS, on November 18, 1999 the Sound Transit Board selected and authorized the implementation of the preferred alternative alignment for the Central Link Light Rail Transit Project; and

WHEREAS, after the consideration of the final EIS, the Federal Transit Administration issued a Record of Decision, which finds that the federal environmental process is complete for the Central Link Light Rail Transit Project; and

WHEREAS, on April 10, 2000, the City Council adopted Resolution 30128, approving the alignment, station locations, and maintenance base location for the Central Link Light Rail Transit Project through the City of Seattle; and

WHEREAS, Sound Transit is proceeding to design and build the Central Link Light Rail Transit Project, and will seek various land use and right-of-way permits for construction and operation of the system within the City of Seattle; and

WHEREAS, the City and Sound Transit want to agree on a grant of a non-exclusive use of a Light Rail Transit Way for the Central Link Light Rail Transit Project in the City of Seattle;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained related to the grant of a non-exclusive use of a Light Rail Transit Way by the City to Sound Transit to construct, operate, maintain, and own a Light Rail Transit System in the City of Seattle within and along the Light Rail Transit Way, the parties hereto agree to the terms and conditions as follows:

SECTION I. DEFINITIONS

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have their ordinary and common meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. A reference to the City's Charter refers to the same as amended from time to time. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein be renumbered, then the reference shall be read to refer to the renumbered provision. References to laws, ordinances or regulations shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances and regulations now in force or hereinafter enacted or amended.

1.1 Agreement. "Agreement" means this Light Rail Transit Way Agreement approved by appropriate action of the City of Seattle and of Sound Transit.



1.2 City. "City" means the City of Seattle and any successor or assignee following an assignment that is permitted under this Agreement.

1.3 Emergency. "Emergency" means, except as otherwise provided, a sudden, generally unexpected occurrence or set of circumstances demanding immediate action.

1.4 Final Construction Plans. "Final Construction Plans" means prints showing in detail, the proposed construction and specifications of the Light Rail Transit System, including alignment drawings showing the exact limits of the Light Rail Transit Way.

1.5 Liability. "Liability" means all loss, damages, cost, expense (including costs of investigation and attorneys fees and expenses at arbitration, trial or appeal and without institution of arbitration or suit), liability, claims and demands of whatever kind or nature (including those arising under the Federal Employers Liability Act), arising out of an occurrence relating to this agreement or occurring on or relating to the Light Rail Transit System described herein.

1.6 Light Rail Transit Facility. "Light Rail Transit Facility" means a structure, rail track, equipment, maintenance base or other improvement of a Light Rail Transit System, including but not limited to ventilation structures, traction power substations, Light Rail Transit Stations and related passenger amenities, bus layover and inter-modal passenger transfer facilities, and transit station access facilities.

1.7 Light Rail Transit Station. "Light Rail Transit Station" means a Light Rail Transit Facility whether at grade, above grade or below grade that provides pedestrian access to Light Rail Transit System vehicles and facilitates transfer from light rail to other modes of transportation. A Light Rail Transit Station may include mechanical devices such as elevators and escalators to move passengers and may also include such passenger amenities as informational signage, seating, weather protection, fountains, artwork, or concessions.

1.8 Light Rail Transit System. "Light Rail Transit System" means a public rail transit line that operates at grade level, above grade level, or in a tunnel and that provides high-capacity, regional transit service owned or operated by a regional transit authority authorized under chapter 31.112 RCW. A Light Rail Transit System may be designed to share a street right-of-way although it may also use a separate right-of-way. Commuter rail, and low capacity, or excursion rail transit service, such as the Waterfront Streetcar or Seattle Monorail, are not included.

1.9 Light Rail Transit Way. "Light Rail Transit Way" means the areas of the Public Rights of Way occupied by Sound Transit for its Light Rail Transit System after construction pursuant to this Agreement, as shown on the final surveyed drawings to be approved by the Director of Seattle Transportation on file with the City Clerk.

1.10 Passenger. "Passenger" means any person who is not an employee of Sound Transit, and who is aboard any Sound Transit Light Rail Transit System vehicle.



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1.11 Public Rights of Way. "Public Rights of Way" means the areas above, below, on and over public streets and easements which, under the City Charter, the Seattle Municipal Code, the City ordinances, and applicable laws, the City has authority to grant rights of way, permits, or licenses for use thereof or has regulatory authority therefor.

1.12 Routine Maintenance and Operation. "Routine Maintenance and Operation" means Sound Transit's maintenance and operation of the Light Rail Transit System that does not require (i) the excavation of soil that would alter or disturb the Public Rights of Way; or (ii) the use of heavy machinery within fifty (50) feet of or upon the Public Rights of Way.

1.13 Sound Transit. "Sound Transit" means the Central Puget Sound Regional Transit Authority, and any other entity to the extent such entity, as permitted under this Agreement, is exercising any rights to operate the Light Rail Transit System over any portion of the Light Rail Transit Way pursuant to a specific written grant of such rights by Sound Transit.

1.14 Third Party. "Third Party" means any person other than the City or an employee of the City, and any person other than Sound Transit, or an employee of Sound Transit.

SECTION II. GRANT OF RIGHTS BY THE CITY

2.1 Grant of Non-Exclusive Use of a Light Rail Transit Way. The City grants to Sound Transit a non-exclusive use of portions of certain Public Rights of Way, the general location of which is described and depicted on Exhibits "A" and "B" hereto, to be known as a Light Rail Transit Way, to construct, operate, maintain, and own a Light Rail Transit System in, upon, above, beneath and along the Light Rail Transit Way in accordance with the terms and conditions of this Agreement. The Light Rail Transit Way shall be limited to the areas described generally in the plans and profile drawings contained in Exhibit "C" hereto and more fully described in the Final Construction Plans. The Director of Seattle Transportation and Sound Transit's Director of Light Rail shall, from time to time, jointly revise and modify Exhibit "C" to conform to the Final Construction Plans as long as the revisions are, in their judgment, within the scope and intent of Exhibit "C." This grant shall take effect upon the filing with the City Clerk by the Director of Seattle Transportation of final surveyed and approved drawings designating the Light Rail Transit Way. Sound Transit expressly agrees that it will construct, operate and maintain the Light Rail Transit System in compliance with this Agreement and all applicable City ordinances, state and federal laws.

2.2 Rights Limited to Light Rail Transit System. The non-exclusive use of a Light Rail Transit Way is granted solely for the purpose of construction, maintenance, operation, and ownership of the Light Rail Transit System detailed in the Final Construction Plans, and for no other purpose. Sound Transit intends, and shall have the right, to use the Light Rail Transit Way solely for Light Rail Transit System uses. Sound Transit agrees that it shall not, without the City's written consent, construct on or along the Light Rail Transit Way any additions to or expansions of the Light Rail Transit System subsequent to the construction

Attachment I

SOUND TRANSIT-CITY OF SEATTLE ROW AGREEMENT
April 26, 2000



done in accordance with the Final Construction Plans. Notwithstanding the foregoing, nothing contained herein shall prevent Sound Transit from replacing Light Rail Transit Facilities or equipment existing after construction.

2.3 Work Permitted in Light Rail Transit Way. Sound Transit understands and agrees that during the normal course of Light Rail Transit Way use, the City may engage in construction, maintenance, demolition, leasing, licensing, permitting, and similar activities that have the potential to cause interruption to the Light Rail Transit System. Sound Transit understands and agrees that such activities may be caused, from time to time, by reasons including but not limited to: (1) traffic conditions, (2) public safety, (3) Public Rights of Way construction, (4) Public Rights of Way repair (including resurfacing or widening), (5) change of Public Rights of Way grade, and (6) construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, traffic control devices, tracks, communications systems, public works, public facilities or improvements, or any utilities. The City agrees that such activities, to the extent they are permitted or controlled by the City, shall not occur within the Light Rail Transit Way without written notice to Sound Transit forty-eight (48) hours prior to commencement of the work, unless an Emergency exists as defined herein. Any such activities done by or for the City shall be undertaken in a manner that minimizes, to the extent possible, disruption to operation of the Light Rail Transit System.

2.4 Non-Exclusive Use. Sound Transit understands that the rights granted herein are non-exclusive. The City shall have the right to agree to other non-exclusive uses or occupancies of the Light Rail Transit Way. The City agrees that such uses or occupancies shall not unreasonably impair the ability of Sound Transit to operate the Light Rail Transit System.

2.5 Use Restricted. This Agreement does not authorize the provision of any services by Sound Transit other than the services strictly related to the operation of the Light Rail Transit System. Sound Transit's use of the Light Rail Transit Way for anything other than a Light Rail Transit System shall require written permission from the City.

2.6 Ownership. Sound Transit shall own all tracks and other Light Rail Transit Facilities on the Light Rail Transit Way, including, without limitation, improvements constructed at the cost and expense of Sound Transit. Nothing in this Agreement shall be construed as granting to Sound Transit any interest or right in the Light Rail Transit Way or the improvements on the Light Rail Transit Way other than the rights expressly provided herein.

2.7 No Rights by Implication. No rights shall pass to Sound Transit by implication. Without limiting the foregoing, by way of example and not limitation, this Agreement shall not include or be a substitute for:

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- A. Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City; or
- B. Any permit, agreement or authorization required in connection with operations on or in public streets or property, including by way of example and not limitation, street cut permits; or
- C. Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Agreement.

2.8 Utilities Agreements. This Agreement shall not be read to diminish, or in any way affect, the authority of the City to control and charge for the use of the light, water, storm, solid waste, and wastewater utilities. Therefore, if Sound Transit desires to use such utilities it must obtain necessary agreements or consents for such uses, as may be required by the City, which agreements or consents shall not be unreasonably withheld.

SECTION III. CONSTRUCTION

3.1 Approval of Construction. Sound Transit shall obtain the approval of the Director of Seattle Transportation of all Light Rail Transit Facility construction plans for work in the Public Rights of Way prior to any such work commencing. When approving construction plans for Light Rail Transit Facilities, including Light Rail Transit Stations, transit station access and supporting passenger service amenities, the Director may impose conditions to ensure consistency with the Seattle Design Guidelines for Link Light Rail to be developed by the City and Sound Transit. Project construction plans must be accompanied by surveyed drawings, providing the precise location of the Light Rail Transit Facilities within the Public Rights of Way. The drawings must also locate the limits of the Light Rail Transit Way within the Public Rights of Way. All such drawings are to be tied by survey to the City of Seattle survey points. Approval for construction shall consist of the issuance of a construction permit or permits by Seattle Transportation, for each project section or contract to be constructed by Sound Transit within the Public Rights of Way.

3.2 Entry upon Light Rail Transit Way. Sound Transit, its employees and agents, shall have the right, as defined and limited pursuant to Section VI of this Agreement, to enter upon the Light Rail Transit Way for the purpose of constructing, operating and maintaining the Light Rail Transit Facilities.

3.3 Drawings. As promptly as possible, but in no event later than six (6) months after each segment of the Light Rail Transit System is installed, Sound Transit shall furnish to the City "record drawings" (also known as "as-builts") of all improvements made in the Public Rights of Way.

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NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

3.4 Temporary Use of Public Rights of Way. During construction of the Light Rail Transit System, Sound Transit, with the prior written agreement of the City, may fence portions of the Public Rights of Way for the temporary storage of construction equipment and materials, provided that such structures and fences (i) do not interfere with or disrupt in any way, other than in ways approved in advance by the City, the ordinary use of the right of way; and (ii) do not interfere with or disrupt in any way, other than in ways approved in advance by the City, the ordinary access to property on either side of the Public Rights of Way. Sound Transit shall not store or temporarily place any goods, materials, or equipment (i) near a roadway, intersection, or crossing in such a manner as to interfere with the sight distance of persons approaching such crossing; or (ii) within such greater distance as prohibited by the City; provided, however, that fuel and other hazardous substances shall not be stored unless approved by appropriate officials of the Seattle Fire Department.

3.5 Utilities During Construction. The City recognizes that the Light Rail Transit System is a public transportation improvement and as such will cooperate with Sound Transit by directing conflicting non-City owned utilities to relocate when necessary at their expense pursuant to Seattle Municipal Code Section 15.32.120. Sound Transit shall fully indemnify the City for any claim and undertake the defense of any litigation directed at the City arising from the City's exercise of its authority to direct such relocation to accommodate the construction of the Light Rail Transit System. The City shall cooperate fully with Sound Transit in the defense of any such claim. Notwithstanding the foregoing, the parties agree that Sound Transit shall pay for any relocation or protection of City-owned utilities that the City determines is necessary due to construction or operation of the Light Rail Transit System. The specific allocation of costs of such relocation or protection shall be defined in a series of future agreements between the City and Sound Transit relating to the separate construction segments of the Light Rail Transit System, each agreement to be entered into before construction on the particular segment begins.

3.6 Compliance with Laws, Rules, and Regulations. Sound Transit, at Sound Transit's sole cost and expense, will furnish all materials, parts, components, equipment and structures necessary to construct and operate the Light Rail Transit System, or any part thereof, in accordance with this Agreement. Any and all work by Sound Transit shall be done in a good and workmanlike manner, in conformity with all applicable engineering, safety, and other statutes, laws, ordinances, regulations, rules, codes, orders, or specifications of any public body or authority having jurisdiction.

3.7 Installation. All facilities and installations must meet or exceed applicable specifications of the City and be in compliance with all existing federal, state and local laws, ordinances and regulations.

3.8 Track Support. During any work of any character by Sound Transit at locations of the Light Rail Transit Facilities, and in accordance with the Final Construction Plans, Sound Transit will support the tracks and roadbed of the Light Rail Transit System in such manner as is necessary for the safe operation of the Light Rail Transit System and ordinary use of the Public Rights of Way.



3.9 Imminent Danger. If, during construction, there is an Emergency or the Light Rail Transit System creates, or is contributing to, an imminent danger to health, safety, or property that Sound Transit is unable to immediately address, the City may protect, support, temporarily disconnect, remove, or relocate any or all parts of the Light Rail Transit System without prior notice, and charge Sound Transit for costs incurred. The City shall provide notice of such danger as soon as practicable.

3.10 Accommodation of Moving Structures. Sound Transit shall, on the request of any Third Party holding a valid permit issued by a governmental authority, temporarily raise or lower its wires to permit the moving of buildings or other objects. Sound Transit may require that the expense of such temporary removal or raising or lowering of wires be paid in advance by the Third Party requesting the same.

3.11 Information Regarding Ongoing Work. In addition to providing notice to the public of ongoing work as may be required under applicable law, Sound Transit shall:

- A. Establish effective communication with residents and businesses; develop and implement a public relations plan that will provide that local residents and businesses are fully informed about potentially significant disruptions, such as temporary street closures, changes in transit service, and parking availability. Sound Transit will work with community and neighborhood groups prior to and through the construction process to identify types of impacts that would occur and to work on ways to reduce those impacts.
- B. Develop a 24-hour monitoring center that provides telephone access for the public to get construction information and to make complaint and incident reports.
- C. Develop a multi-media public information program to provide information regarding street closures, hours of construction, business access, and parking impacts.
- D. Provide a community ombudsman.
- E. Maintain access to businesses during construction activities.
- F. Clearly identify, and make accessible, paths to and from major transportation facilities, such as designated pedestrian routes, bicycle lanes, bus routes and stops, designated truck routes, and tunnel entrances.
- G. Work with affected business owners, chambers of commerce, merchants associations and others to develop a business-marketing program to minimize business disruption during construction. The program could include a shuttle bus and/or increased transit service to

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affected areas, additional signage, advertising and promotion, and incentives to attract and retain customers.

- H. Request the assistance of local ethnic community organizations to help tailor business-marketing programs to the specific needs of ethnic business owners whose customers are mainly from a single ethnic group.
- I. Work with Community Capital Development and/or similar organizations to assist affected businesses in gaining access to technical assistance and small business loans or grants.
- J. Coordinate street sweeping services in construction areas with construction activity, particularly areas with surrounding residential and retail development.
- K. Provide business cleaning services on a case-by-case basis.
- L. Work with local school districts to educate school officials and children about the light rail system and safe street-crossing procedures, especially on at-grade sections.
- M. Provide regular updates to assist public school officials in providing advance and ongoing notice to students and parents concerning construction activity near schools.
- N. Develop a mitigation commitment tracking system that will provide a computerized record of all mitigation commitments and a means to track progress toward meeting these commitments.
- O. Follow standard construction safety measures, such as installation of advance warning signs, highly visible construction barriers, and the use of flaggers.
- P. Post advance notice signs prior to construction in areas where surface construction activities will affect access to surrounding businesses.
- Q. Use lighted or reflective signage to direct drivers to truck haul routes, to provide visibility during nighttime work hours.

3.12 Restoration of Public Rights of Way. Sound Transit shall promptly repair any and all Public Rights of Way and public property that is disturbed or damaged during the construction of its Light Rail Transit System to substantially the same condition, or in the case of street surfaces, better condition if reasonably necessary. In the event Sound Transit does not comply with the foregoing requirement, the City may, upon reasonable advance notice to

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Sound Transit, take the actions to restore the Public Rights of Way or public property at Sound Transit's sole cost and expense.

3.13 Federal Grant Conditions. Sound Transit's design and construction of the Project is subject to a financial assistance contract between Sound Transit and the United States Department of Transportation (hereinafter "U.S. DOT"), Federal Transit Administration ("FTA"). Both parties recognize that the FTA may request a change to this Agreement to comply with its funding requirements.

SECTION IV. PERMITS

4.1 Permits and Licenses. Sound Transit, at its sole cost and expense, shall (i) secure and maintain in effect, all federal, state and local permits and licenses required for the construction, operation and maintenance of the Light Rail Transit System, including, without limitation, crossing, zoning, building, health, environmental, and communication permits and licenses; and (ii) indemnify the City against payment of the costs thereof and against any fines or penalties that may be levied for failure to procure, or to comply with, such permits or licenses, as well as any remedial costs incurred by the City in curing any such failures. The City shall cooperate with and assist Sound Transit in securing and maintaining any such permits or licenses.

4.2 City Shall Not Hinder. The City shall not hinder Sound Transit's attempts to secure, obtain, and maintain, at Sound Transit's sole cost and expense, any permits, licenses or approvals of other governmental agencies or authorities, or of any necessary Third Parties, for the use of any structures or facilities (including streets, roads or utility poles).

SECTION V. ENTRY NOTICE

5.1 Access. Sound Transit, its employees and agents shall have access to the Public Rights of Way in connection with Sound Transit's construction, operation, and maintenance of the Light Rail Transit System as is reasonably necessary in accordance with this Agreement; provided however, except to the extent expressly provided in this Agreement, this right of access shall not be deemed to require the City to take any actions or expend any funds to enable such persons to exercise such rights of access, and provided further that such access may not interfere with or disrupt in any way, other than in ways approved in advance by the City, the use of the Light Rail Transit Way by the City or Third Parties in and along the Light Rail Transit Way.

5.2 Notice Prior to Initial Entry. During construction, Sound Transit shall give the City at least forty-eight (48) hours' written notice before initial entry upon any portion of the Public Rights of Way for construction purposes.

5.3 Entry after Construction. After construction, any entry by Sound Transit onto the Public Rights of Way that is not pursuant to the Routine Maintenance and Operation of

Attachment 1

SOUND TRANSIT-CITY OF SEATTLE ROW AGREEMENT
April 26, 2000



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the Light Rail Transit System or for purposes relating to an Emergency shall require (i) advance written notice from Sound Transit to the City not less than ten (10) days prior to Sound Transit's planned entry, with notice to specify the purpose of the entry; (ii) if entry involves any new construction, or removal of any portion of the Light Rail Transit System, plans as required by direction of the Director of Seattle Transportation showing in detail the proposed new construction, reconstruction, or removal; and (iii) approval by the City, which approval shall not be unreasonably withheld or delayed, taking into account the nature of the proposed entry.

5.4 Entry for Routine Maintenance and Operation. During Routine Maintenance and Operation, Sound Transit personnel may enter the Public Rights of Way without notice to the City, as long as such entry is for the sole purposes of Routine Maintenance and Operation.

5.5 Emergency Access. In the event of an Emergency that interrupts or significantly disrupts operation of the Light Rail Transit System and for purposes of taking immediate corrective action, Sound Transit personnel may enter the Public Rights of Way without notice to the City, as long as such entry is for the sole purpose of addressing the Emergency, provided, however, that if any entry for such purposes is likely to require excavation of soil that would alter or disturb the Public Rights of Way or use of heavy machinery within fifty (50) feet of or upon the Public Rights of Way, Sound Transit shall give the City verbal or telephonic notice of the places where and the manner in which entry is required, prior to such entry, promptly followed by written notice.

SECTION VI. OPERATION, MAINTENANCE, AND REPAIR IN STREETS AND RIGHTS OF WAY

6.1 Compliance with Laws, Rules, and Regulations. Sound Transit shall operate, maintain, and repair its Light Rail Transit System in compliance with all federal, state, and local laws, ordinances, departmental rules and regulations and practices affecting such system, which includes, by way of example and not limitation, the obligation to operate, maintain, and repair in accordance with the City's Land Use Code and construction codes, and City street and utility standards. In addition, the operation, maintenance, and repair shall be performed in a manner consistent with industry standards. Sound Transit shall exercise reasonable care in the performance of all its activities and shall use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

6.2 Permits Required. Except in cases of emergency repairs, Sound Transit's operation, maintenance, or repair of its Light Rail Transit System shall not commence until all required permits have been properly applied for and obtained from the proper City officials and all required permits and associated fees paid, including, but not limited to the costs of permit application review and inspection. In case of emergency repairs, appropriate permits shall be applied for no later than the second business day following repairs.



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6.3 Level of Operation/Maintenance. All facilities shall be operated and maintained in such a manner as to minimize disruption to other users of the Public Rights of Way. All facilities shall be maintained to a standard of safety and aesthetics acceptable to and in accordance with standards adopted from time to time by the City.

6.4 Appointment of Operator. Sound Transit may appoint an operator as Sound Transit's agent to exercise some or all of Sound Transit's rights under this Agreement, subject to the terms and conditions of this Agreement.

6.5 Regulatory Approvals. Sound Transit and its operator shall obtain and maintain all federal, state and/or local regulatory approvals as may be required for the operation of the Light Rail Transit System.

6.6 Responsibility for Equipment. The City shall have no responsibility for inspecting, maintaining, servicing or repairing any trains or other equipment used by Sound Transit as part of the Light Rail Transit System, but all such equipment shall at all times comply with applicable federal, state, and local governmental requirements.

6.7 Prompt Repair. Sound Transit shall promptly repair any and all Public Rights of Way, public property, or private property that is disturbed or damaged during the operation, maintenance, or repair of its Light Rail Transit System. Public property and Public Rights of Way must be restored to substantially the same condition as before the disturbance or damage occurred, or in the case of street surfaces, better condition if reasonably necessary.

6.8 Imminent Danger. In the event of an Emergency, or where the Light Rail Transit System creates, or is contributing to, an imminent danger to health, safety, or property, that Sound Transit is unable to immediately address, the City may protect, support, temporarily disconnect, remove, or relocate any or all parts of the Light Rail Transit System without prior notice, and charge Sound Transit for costs incurred. The City shall provide notice of such danger as soon as practicable.

6.9 No Crossing Gates Without Permission. Sound Transit will not install any crossing gates or other traffic control devices without the written consent of the City.

6.10 Traffic Signal Modifications. The City traffic signals shall be modified to accommodate operation of the Light Rail Transit System upon completion of construction work. Sound Transit shall submit to the City proposed modifications to traffic signals, which shall be subject to approval by the City prior to operation of Sound Transit's Light Rail Transit System. Sound Transit shall provide the City with all software components required for the traffic signal modification. Sound Transit shall provide the City with all hardware modifications to the City's equipment required by any modifications to traffic signals. The City shall approve the specifications for the software components and hardware before such software components and hardware have been procured or installed. Sound Transit shall pay all costs associated with the modification of traffic signals where necessary to accommodate the Light Rail Transit System, including direct labor of the City employees as well as indirect



costs in accordance with the City's standard cost allocation plan maintained by the appropriate City department.

SECTION VII. FACILITY LOCATION SIGNS

Sound Transit, at its sole cost, expense and risk, shall furnish, erect and thereafter maintain signs showing the location of all Sound Transit facilities. Signs shall be in conformance with applicable codes.

SECTION VIII. THIRD PARTY RIGHT OF WAY OWNERSHIP

This Agreement is not intended to cover and does not cover any occupancies over (i) rights of way or other land owned solely or jointly by any other person or entity, or (ii) any rights granted to the City by Third Parties. The City agrees to cooperate with Sound Transit to assist in its efforts to acquire rights to use any joint facilities or structures or such rights of way or land owned by others along the Light Rail Transit Way.

SECTION IX. RELOCATIONS

If the City desires the relocation of a portion of the Light Rail Transit Facilities to accommodate the City, the City shall notify Sound Transit of such fact, and Sound Transit shall consult with the City regarding such request.

SECTION X. LIABILITY, INDEMNIFICATION

Sound Transit hereby agrees to indemnify, defend, and hold the City harmless from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses (including, without limitation, reasonable attorneys' fees) paid by the City and arising or growing out of or in connection with or resulting from, either directly or indirectly, the construction, maintenance, operation, repair, removal, occupancy, and use of the Light Rail Transit System in the Light Rail Transit Way by Sound Transit, unless such claims arise from the sole or partial negligence, actions or inaction of the City, its employees, servants, agents, contractors, subcontractors or persons using the Light Rail Transit System with permission of the City.

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



Sound Transit expressly assumes potential liability for actions brought by Sound Transit's employees and agents against the City and, solely for the purpose of this indemnification, expressly waives any immunity under the Industrial Insurance Law, Title 51 RCW. Sound Transit acknowledges that this waiver was entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

SECTION XI. INSURANCE

Sound Transit shall maintain, throughout the term of this Agreement and for six (6) years after its termination, insurance adequate to protect the City against claims that may arise as a result of the construction, operation, or maintenance of the Light Rail Transit System in the Light Rail Transit Way, including, without limitation: (i) comprehensive general liability insurance; (ii) property damage liability insurance (including coverage for explosion, collapse, and instability); (iii) workers' compensation insurance (to the extent required by law); (iv) employer's liability insurance; and (v) comprehensive auto liability coverage (including owned, hired, and non-owned vehicles).

Sound Transit shall carry such insurance with responsible insurers or self-insure or participate in an insurance pool or pools at levels of coverage or with reserves adequate, in the reasonable judgment of Sound Transit, to protect Sound Transit and the City against loss, and as are ordinarily carried by municipal or privately owned entities engaged in the operation of systems comparable to the Light Rail Transit System.

Sound Transit shall file with the City's Risk Manager certificates of insurance reflecting evidence of the required insurance and naming the City as an additional insured where appropriate. The certificates shall contain a provision that coverage will not be canceled until at least 30 days' prior written notice has been given to the City.

If Sound Transit fails to maintain the required insurance, the City may order Sound Transit to stop operating the Light Rail Transit System in the Light Rail Transit Way until the required insurance is obtained.

SECTION XII. LIENS

12.1 The Light Rail Transit Way is not subject to a claim of lien. In the event that any City property becomes subject to any claims for mechanics', artisans' or materialmen's liens, or other encumbrances chargeable to or through Sound Transit which Sound Transit does not contest in good faith, Sound Transit shall promptly, and in any event within thirty (30) days, cause such lien claim or encumbrance to be discharged or released of record (by payment, posting of bond, court deposit or other means), without cost to the City, and shall indemnify the City against all costs and expenses (including attorneys' fees) incurred in discharging and releasing such claim of lien or encumbrance. If any such claim or encumbrance is not so discharged and released, the City may pay or secure the release or discharge thereof at the expense of Sound Transit after first giving Sound Transit five (5)



business days' advance notice of its intention to do so. The City shall use its reasonable best efforts to keep Sound Transit's facilities free of all liens that may adversely affect the Light Rail Transit System.

12.2 Nothing herein shall preclude Sound Transit's or the City's contest of a claim for lien or other encumbrance chargeable to or through Sound Transit or the City, or of a contract or action upon which the same arose.

12.3 Nothing in this Agreement shall be deemed to give, and the City hereby expressly waives, any claim of ownership in and to any part or the whole of the Light Rail Transit Facilities except as may be otherwise provided herein.

SECTION XIII. TERM; TERMINATION

13.1 This Agreement shall be effective as of the date the last party signs and, unless sooner terminated pursuant to the terms hereof, shall remain in effect for so long as the Light Rail Transit Way is used for public transportation purposes.

13.2 Upon termination of this Agreement, Sound Transit agrees to prepare, execute and deliver to the City all documentation necessary to evidence termination of this Agreement or portion thereof so terminated. No such termination, however, shall relieve the parties hereto of obligations accrued and unsatisfied at such termination.

13.3 Upon the cessation of use of the Light Rail Transit Way for the Light Rail Transit System, to the extent any portion of it remaining in the Public Rights of Way or on any other public property is not removed by Sound Transit, the City, as expressed by ordinance, may deem it abandoned and it shall become the property of the City. If the City does not desire such ownership, Sound Transit shall remove any remaining portion of the Light Rail System.

13.4 Any order by the City issued pursuant to this Section remove the Light Rail Transit System in whole or in part shall be sent by registered or certified mail to Sound Transit not later than twenty-four (24) months following the date of termination of this Agreement, or, if later, the final resolution of any appeal of the termination.

13.5 Sound Transit shall file a written removal plan with the City not later than sixty (60) calendar days following the date of the receipt of any orders directing removal, or any consent to removal, describing the work that will be performed, the manner in which it will be performed, and a schedule for removal by location. The removal plan shall be subject to approval and regulation by the City. The affected property shall be restored to as good or better condition than existed immediately prior to removal.



SECTION XIV. REMEDIES; ENFORCEMENT

14.1 Remedies. The City has the right to exercise any and all of the following remedies, singly or in combination, in the event Sound Transit violates any provision of this Agreement:

- A. Commencing an action at law for monetary damages;
- B. Commencing an action for equitable or other relief;
- C. Seeking specific performance of any provision that reasonably lends itself to such remedy.

14.2 Cumulative Remedies. In determining which remedy or remedies for Sound Transit's violation are appropriate, a court may take into consideration the nature and extent of the violation, the remedy needed to prevent such violations in the future, whether Sound Transit has a history of previous violations of the same or similar kind, and such other considerations as are appropriate under the circumstances. Remedies are cumulative; the exercise of one shall not foreclose the exercise of others.

14.3 Failure to Enforce. Sound Transit shall not be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure of the City to enforce prompt compliance, and the City's failure to enforce shall not constitute a waiver of rights or acquiescence in Sound Transit's conduct.

SECTION XV. COVENANTS AND WARRANTIES

15.1 By execution of this Agreement, the City warrants:

- A. That the City has the full right and authority to enter into and perform this Agreement and any permits which may be granted in accordance with the terms hereof, and that by entering into or performing this Agreement the City is not in violation of its charter or by-laws, or any law, regulation or agreement by which it is bound or to which it is subject; it being understood, however, that the covenant and warranty contained in this Section does not constitute a warranty, expressed or implied, by the City, of the right or rights granted by the City to Sound Transit hereunder; and
- B. That the execution, delivery and performance of this Agreement by the City has been duly authorized by all requisite corporate action, that the signatories for the City hereto are authorized to sign this Agreement, and that, upon approval by the City, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.



15.2 By execution of this Agreement, Sound Transit warrants:

- A. That Sound Transit has full right and authority to enter into and perform this Agreement in accordance with the terms hereof, and by entering into or performing under this Agreement, Sound Transit is not in violation of any of its agency governance rules, any law, regulation or agreement by which it is bound or to which it is subject; and
- B. That the execution, delivery and performance of this Agreement by Sound Transit has been duly authorized by all requisite Board action, that the signatories for Sound Transit hereto are authorized to sign this Agreement, and that the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

SECTION XVI. RECORDINGS, TAXES AND OTHER CHARGES

16.1 Sound Transit shall pay all transfer taxes, documentary stamps, recording costs or fees, or any similar expense in connection with the recording or filing of any permits which may be granted hereunder. Sound Transit further agrees that if it is determined by any federal, state or local governmental authority that the sale, acquisition, license, grant, transfer or disposition of any part or portion of the Light Rail Transit Facilities or rights herein described requires the payment of any tax, levy, excise, assessment, or charges (including, without limitation, property, sales or use tax) under any statute, regulation or rule, Sound Transit shall pay the same, plus any penalty and/or interest thereon, directly to said taxing authority and shall hold the City harmless therefrom. Sound Transit shall pay all taxes, levies, excises, assessments or charges, including any penalties and/or interest thereon, levied or assessed on the Light Rail Transit Facilities, or on account of their existence or use (including increases thereof attributable to such existence or use, and excluding taxes based on the income of the City), and shall indemnify the City against payment thereof. Sound Transit shall have the right to claim, and the City shall reasonably cooperate with Sound Transit in the prosecution of any such claim, for refund, rebate, reduction or abatement of such tax(es).

16.2 The City may pay any tax, levy, excise, assessment or charge, plus any penalty and/or interest thereon, imposed upon Sound Transit for which Sound Transit is obligated pursuant to this Section, if Sound Transit does not pay such tax, levy, excise, assessment, or charge when due. Sound Transit shall reimburse the City for any such payment made pursuant to the previous sentence, plus interest at the prime rate per annum, as published in the Wall Street Journal.

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SECTION XVII. ASSIGNABILITY; BENEFICIARY

17.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assignees. No assignment hereof or sublease shall be valid for any purpose without the prior written consent of the other party, and any attempt by one party to assign or license the rights or obligations hereunder without prior written consent will give the other party the right, at its written election, immediately to terminate this Agreement or take any other lesser action with respect thereto. The above requirement for consent shall not apply to (i) any disposition of all or substantially all of the assets of a party; (ii) any governmental entity merger, consolidation or reorganization, whether voluntary or involuntary; (iii) a sublease or assignment of this Agreement (in whole or in part) to a governmental entity; or (iv) a sale, lease, or other conveyance by the City, subject to those requirements set forth in this Agreement; provided however, that no sublease or assignment under (ii) or (iii) shall be permitted to a governmental entity not operating, constructing or maintaining a Light Rail Transit System on behalf of Sound Transit, and provided further that no unconsented assignment shall relieve Sound Transit of its obligations and liabilities under this Agreement.

17.2 Either party hereto may assign any monetary receivables due them under this Agreement; provided, however, such assignment shall not relieve the assignor of any of its rights or obligations under this Agreement.

17.3 Sound Transit acknowledges and agrees that the City may designate, in writing, a designee to (i) receive information (including information designated or identified as confidential) and notices under this Agreement, and (ii) provide certain approvals or consents required from the City under this Agreement. In the event of such designation, Sound Transit may rely on approvals or consents by such designee on behalf of the City as fully as if such actions were performed by the designator itself.

17.4 Neither this Agreement nor any term or provision hereof, or any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.

SECTION XVIII. NOTICES

18.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to (one copy each):

Central Puget Sound Regional Transit Authority
Attention: Light Rail Director
401 South Jackson Street
Seattle, WA 98104-2826



And to:

The City of Seattle
Attention: Director of Seattle Transportation
600 Fourth Avenue, Fourth Floor
Seattle, WA 98104-1850

or at such other addresses as may be designated in writing by the other party.

18.2 Unless otherwise provided herein, notices shall be sent by registered or certified U.S. Mail or other verifiable physical or electronic transmission, and shall be deemed served or delivered to addressee, or its office, upon the date of actual receipt, return receipt acknowledgment, or, if postal claim notice is given, on the date of its return marked "unclaimed"; provided, however, that upon receipt of a returned notice marked "unclaimed," the sending party shall make reasonable effort to contact and notify the other party by telephone.

SECTION XIX. MISCELLANEOUS

19.1 This Agreement shall survive delivery and/or recordation of each permit that may be granted hereunder.

19.2 Each party shall be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed by the Parties.

19.3 Sound Transit shall not be deemed in default with provisions of this Agreement where performance was rendered impossible by war or riots, civil disturbances, floods or other natural catastrophes beyond Sound Transit's control; the unforeseeable unavailability of labor or materials; labor stoppages or slow downs or power outages exceeding back-up power supplies. This Agreement shall not be revoked or Sound Transit penalized for such noncompliance, provided that Sound Transit takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, and integrity of Sound Transit's employees or property, or the health, safety, and integrity of the public, Public Rights of Way, public property, or private property.

19.4 This Agreement may be amended only by a written instrument executed by each of the parties hereto. No failure to exercise and no delay in exercising, on the part of any party hereto, any rights, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein.

19.5 This Agreement constitutes the entire agreement of the parties with respect to the subject matters hereof, and supersedes any and all prior negotiations (oral and written), understandings and agreements with respect hereto.



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19.6 Section headings are intended as information only, and shall not be construed with the substance of the section they caption.

19.7 In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate.

19.8 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

SECTION XX. LEGAL FORUM

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.

SECTION XXI. INTERPRETATION

This Agreement is executed by all parties under current interpretations of applicable federal, state or local statute, ordinance, law or regulation.

SECTION XXII. SEVERABILITY

22.1 In case any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

22.2 Notwithstanding the foregoing, the material provisions of this Agreement are not severable. In the event that a court, agency or legislature of competent jurisdiction acts or declares any nonmaterial provision of this Agreement is unenforceable according to its terms, or otherwise void, said provision shall be considered a separate, distinct, and independent part of this Agreement, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that a court, agency or legislature of competent jurisdiction acts so that, or declares that, any material provision of this Agreement is unenforceable according to its terms, or is otherwise void, the City and Sound Transit agree to immediately enter into negotiations in good faith to restore the relative burdens and benefits of this Agreement, consistent with applicable law. If the City and Sound Transit are unable to agree to a modification of this Agreement within sixty (60) days, either party may resort to litigation. Sound Transit and the City agree to participate in up to sixteen (16) hours of negotiation during the sixty (60)-day period.



22.3 Notwithstanding the foregoing, if either Sound Transit or the City believes a provision is not material, it must commence an action challenging the materiality within fourteen (14) days of a request by the other that it enter into negotiations. The obligation to negotiate is not tolled, and the City and Sound Transit must discharge their negotiation responsibility notwithstanding the dispute as to materiality. If there is a dispute as to materiality, the remedies provided for in the preceding paragraph shall be additive, not alternative. The remedies provided for herein do not prevent the City or Sound Transit from contending that a particular provision is enforceable, or foreclose any remedies if a provision is enforceable.

IN WITNESS WHEREOF, each of the parties hereto has executed this Light Rail Transit Way Agreement by having its authorized representative affix his/her name in the appropriate space below:

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

By: _____
Signature

Print or type name

Date: _____

Approved as to form:

By: _____

Print or type name
Legal Counsel

THE CITY OF SEATTLE

By: _____
Signature

Print or type name

Date: _____

Authorized by Ordinance _____

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STATE OF WASHINGTON - KING COUNTY

119853
City of Seattle, City Clerk

—SS.

No. ORD. TITLES

Affidavit of Publication

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

CTOT: 119968, 75-978

was published on

06/26/00

The amount of the fee charged for the foregoing publication is the sum of \$ _____, which amount has been paid in full.

Subscribed and sworn to before me on

06/27/00

Notary Public for the State of Washington,
residing in Seattle

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Affidavit of Publication

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on June 12, 2000, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 119968

AN ORDINANCE approving and confirming the "Homesight's Noji Gardens Addition," a platting of a portion of Section 22, Township, 24 North, Range 4 East, W.M., (Subdivision application 9904143 and 9904144).

ORDINANCE NO. 119975

AN ORDINANCE related to light rail transit, authorizing the Mayor to execute an agreement with Sound Transit to allow the non-exclusive use of certain City of Seattle streets and rights-of-way for the Central Link Light Rail Project, and authorizing certain areas of the public right-of-way to be designated as a Light Rail Transit Way.

ORDINANCE NO. 119976

AN ORDINANCE Relating to the 1999 budget; authorizing the carry forward of certain unexpended appropriations to the 2000 budget of various departments for both capital and non-capital purposes and abandoning certain unspent 1999 appropriations, all by a three-fourths vote of the City Council.

ORDINANCE NO. 119977

AN ORDINANCE Related to the 1999 Annual Budget; increasing and decreasing certain expenditure allowances in the 1999 budgets of various City departments and agencies from various City funds to provide for various costs and expenses not provided for in the 1999 Budget, and appropriating and transferring money from the various City funds; all by a three-fourths vote of the City Council.

ORDINANCE NO. 119978

AN ORDINANCE Authorizing an expenditure from the Judgment/Claims Fund to settle the claim of the Robert McLemore (C-66019), all by a two-thirds vote of the City Council.

Publication ordered by JUDITH PIP-PIN, City Clerk.

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NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.