

Ordinance No. 124678

Council Bill No. 118288

AN ORDINANCE relating to the SR 519 Project; authorizing the Director of the Department of Transportation to execute a Memorandum of Agreement with the Washington State Department of Transportation and the City of Seattle providing for transfer of certain property to the City; authorizing WSDOT to perform maintenance work on SR 519 infrastructure in the City right of way; authorizing the Director to accept and record, for and on behalf of the City of Seattle, a quit claim deed for property along and adjacent to 4th Avenue South between South Holgate Street and South Royal Brougham Way; placing the real property conveyed by the deed under the jurisdiction of the Seattle Department of Transportation and designating the property for street purposes; and ratifying and confirming certain prior acts.

CF No. _____

Date Introduced: <u>12/8/14</u>	
Date 1st Referred:	To: (committee) <u>Transportation</u>
Date Re - Referred:	To: (committee)
Date Re - Referred:	To: (committee)
Date of Final Passage: <u>12/15/14</u>	Full Council Vote: <u>8-0 (excused: Clark)</u>
Date Presented to Mayor: <u>12/16/14</u>	Date Approved: <u>12/19/14</u>
Date Returned to City Clerk: <u>12/19/14</u>	Date Published: _____ T.O. <input checked="" type="checkbox"/> F.T. _____
Date Vetoed by Mayor:	Date Veto Published:
Date Passed Over Veto:	Veto Sustained:

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____

Eden Ross

Councilmember

Committee Action:

12-9-14

PASS

3 (TR, MOBJG) - 0

Full Council Action

12/15/14

Pass

8-0 (excused: Clark)

This file is complete and ready for presentation to Full Council. Committee: _____

(initial/date)

Law Dept. Review

OMP Review

City Clerk Review

Electronic Copy Loaded

Indexed

CITY OF SEATTLE
ORDINANCE 124678
COUNCIL BILL 118288

AN ORDINANCE relating to the SR 519 Project; authorizing the Director of the Department of Transportation to execute a Memorandum of Agreement with the Washington State Department of Transportation and the City of Seattle providing for transfer of certain property to the City; authorizing WSDOT to perform maintenance work on SR 519 infrastructure in the City right of way; authorizing the Director to accept and record, for and on behalf of the City of Seattle, a quit claim deed for property along and adjacent to 4th Avenue South between South Holgate Street and South Royal Brougham Way; placing the real property conveyed by the deed under the jurisdiction of the Seattle Department of Transportation and designating the property for street purposes; and ratifying and confirming certain prior acts.

WHEREAS, the Washington State Department of Transportation (“WSDOT”) improved State Route 519 (SR 519) and Interstate 90 (I-90) in two phases under two State contracts: 1) the SR 519 Intermodal Access Phase 1, Atlantic Street – Contract C005983, herein referred to as (the “Phase 1 Project”), and 2) the SR 519/I-90 Intermodal Access Project – I/C Improvements Phase 2 – Contract C007597, herein referred to as (the “Phase 2 Project”), (collectively Phase 1 and Phase 2 are referred to as the “Project”); and

WHEREAS, the Project has been designed and constructed to increase mobility and safety for freight trains, vehicles, and pedestrians in Seattle’s South Downtown Neighborhood by improving connections between Interstate 5 (I-5), I-90, and the Seattle Central Waterfront; and

WHEREAS, SDOT and WSDOT entered into a turnback agreement, SR 519 City/Town Turnback Agreement TB 1-0145 (the “Turnback Agreement”), dated January 12, 2001, that transferred jurisdiction of certain City streets to the State during the construction period for the Phase 1 Project; and

WHEREAS, the Turnback Agreement also described the division of responsibility in the ownership, maintenance, and reconstruction of SR 519 and City streets upon completion of the Phase 1 Project construction, and anticipated the transfer to the City of rights of way, highway and street facilities completed under the Phase 1 Project; and



1 WHEREAS, WSDOT constructed the portion of Phase 2 work in City street right of way in
2 accordance with the requirements of Street Use Permit No. 70313 issued on October 9,
3 2008, Street Use Permit No. 89021 issued on March 17, 2009, Street Use Permit No.
4 90131 issued on April 13, 2009, Street Use Permit No. 92519 issued on May 27, 2009,
5 and Street Use Permit No. 93329 issued on June 11, 2009; and

6 WHEREAS, WSDOT acquired additional property for the Project; and

7 WHEREAS, construction of both phases of the Project has been completed; and

8 WHEREAS, WSDOT and the City wish to memorialize the return to the City of jurisdiction over
9 City streets rearranged, improved and reconfigured under the provisions of the Turnback
10 Agreement, including new infrastructure; and

11 WHEREAS, the City has found that the infrastructure to be transferred to the City by WSDOT
12 meets the standards required and is ready to be accepted; and

13 WHEREAS, the City and WSDOT have entered into a general maintenance agreement which
14 allocates maintenance responsibilities for infrastructure that was completed as part of the
15 Project but that will not be transferred to the City; and

16 WHEREAS, the State of Washington also wishes to transfer to the City real property the State
17 acquired from third parties, subject to certain rights reserved by the State for portions of
18 the Project that remain limited access state highway, and the City wishes to accept the
19 same for street purposes; and

20 WHEREAS, it is in the City's best interest to accept such real property as contemplated under
21 the agreements in connection with the Project; NOW, THEREFORE,

22 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

23 Section 1. The Director of the Seattle Department of Transportation (the "Director"), or
24 his designee, is hereby authorized to execute, for and on behalf of the City, an agreement with
25 the State of Washington Department of Transportation, substantially in the form of the
26 Memorandum of Agreement GCA 6868 for SR 519/I-90 Intermodal Access – I/C Improvements



1 Project Transfer of Real Property Interests and City Infrastructure to the City of Seattle, attached
2 hereto as Attachment 1.

3 Section 2. Additionally, the Director or his designee is authorized, for and on behalf of
4 the City of Seattle, to accept and record a quit claim deed from the State of Washington
5 Department of Transportation conveying to the City the real property legally described in Exhibit
6 G to Attachment 1 to this ordinance. The quitclaim deed shall be substantially in the form of
7 Exhibit G to Attachment 1.

8 Section 3. Effective when the quitclaim deed is recorded, the property conveyed by the
9 deed shall be placed under the jurisdiction of the Seattle Department of Transportation, accepted
10 for street purposes, and laid off, opened, widened, extended, and established upon the land
11 described in Exhibit G to Attachment 1 of this ordinance.

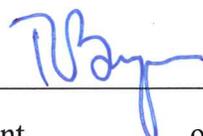
12 Section 4. WSDOT is authorized to perform work in the City right of way for purposes
13 of performing WSDOT's maintenance obligations on SR 519 infrastructure as provided under
14 Amendment No. 1 to General Maintenance Agreement 1355 between the State of Washington
15 Department of Transportation and the City of Seattle, attached hereto with the complete
16 agreement as Attachment 2 ("GMA 1355"). WSDOT shall not be required to obtain separate
17 street use permits for work authorized by this Section 4 and performed in City right of way under
18 the supervision and administration of the Director, conditioned on compliance with the
19 requirements under GMA 1355.

20 Section 5. Any act consistent with the authority of this ordinance taken prior to its
21 effective date is ratified and confirmed.

22 Section 6. This ordinance shall take effect and be in force 30 days after its approval by
23 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
24 shall take effect as provided by Seattle Municipal Code Section 1.04.020.



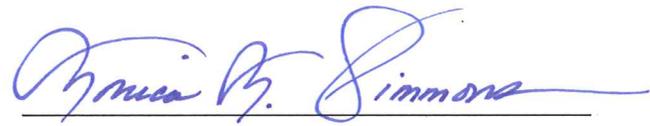
1 Passed by the City Council the 15th day of December, 2014, and
2 signed by me in open session in authentication of its passage this
3 15th day of December, 2014.

4 
5 _____
6 President _____ of the City Council

7
8 Approved by me this 19th day of December, 2014.

9 
10 _____
11 Edward B. Murray, Mayor

12
13 Filed by me this 19th day of December, 2014.

14 
15 _____
16 Monica Martinez Simmons, City Clerk

17 (Seal)

18 Attachment 1: Memorandum of Agreement GCA 6868 for SR 519/I-90 Intermodal Access – I/C
19 Improvements Project Transfer of Real Property Interests and City Infrastructure
20 to the City of Seattle

- 21 Exhibit A to Attachment 1: Vicinity Map
- 22 Exhibit B to Attachment 1: Project Conveyance Properties
- 23 Exhibit C to Attachment 1: Project Transfer Properties
- 24 Exhibit D to Attachment 1: City Turnback Properties
- 25 Exhibit E to Attachment 1: City Turnback Properties
- 26 Exhibit E to Attachment 1: Ownerships, Right of Way and Easements
- 27
- 28



- 1 Exhibit F to Attachment 1: Right of Way and Limited Access Plan
- 2 Exhibit G to Attachment 1: Quitclaim Deed
- 3 Exhibit H to Attachment 1: Underground Storage Tank
- 4 Exhibit I to Attachment 1: Pedestrian Plaza Landscaping Repair
- 5 Exhibit J to Attachment 1: City Infrastructure Subject to Three Year Warranty
- 6 Provisions
- 7 Exhibit K to Attachment 1: City Infrastructure
- 8 Exhibit L to Attachment 1: Bridge Hydrant System
- 9

10
11 Attachment 2: General Maintenance Agreement 1355 between the State of Washington
12 Department of Transportation and the City of Seattle, including
13 Amendment No. 1
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**Memorandum of Agreement
GCA 6868
For SR 519/I-90 Intermodal Access – I/C Improvements Project
Transfer of Real Property Interests
and City Infrastructure
to the
City Of Seattle**

THIS MEMORANDUM OF AGREEMENT GCA 6868 for State Route 519/I-90 Intermodal Access – I/C Improvements Project Transfer of Real Property Interests and City Infrastructure to the City of Seattle (“Agreement”) is made and entered into between the State of Washington Department of Transportation, hereinafter the “State,” and the City of Seattle by and through its Seattle Department of Transportation, hereinafter the “City,” collectively the “Parties” and individually the “Party.”

WHEREAS, the State improved State Route 519 (SR 519) and Interstate 90 (I-90) in accordance with two State contracts, the SR 519 Intermodal Access Phase 1, Atlantic Street – Contract C005983, herein referred to as the “Phase 1 Project,” and the SR 519/I-90 Intermodal Access Project – I/C Improvements Phase 2 – Contract C007597, herein referred to as the “Phase 2 Project,” (collectively, as the “Project”); and

WHEREAS, the Project has been designed and constructed to increase mobility and safety for freight trains, vehicles, and pedestrians in Seattle’s South Downtown Neighborhood by improving connections between Interstate 5 (I-5), I-90, and the Seattle Central Waterfront; and

WHEREAS, the transfer of certain City infrastructure, which was funded, designed and constructed for the City by the State, will take place pursuant to the terms of this Agreement; and

WHEREAS, the State designed and constructed the City infrastructure in conformance with City of Seattle ordinances, rules, regulations, and standards; and

WHEREAS, the City provided the staff and was provided the opportunity to review the design, inspect construction, and attend pre-final and final inspections for the Project; and

WHEREAS, the State designed and constructed the Phase 1 Project using the design-bid-build method of project delivery; and

WHEREAS, the Parties entered into a turnback agreement, SR 519 City/Town Turnback Agreement TB 1-0145, dated January 12, 2001, that transferred jurisdiction of certain City streets to the State during the construction period for the Phase 1 Project; and

WHEREAS, SR 519 City / Town Turnback Agreement TB 1-0145 also described the division of responsibility in the ownership, maintenance and reconstruction of SR 519 and certain City



1 streets upon completion of the Phase 1 Project construction and provided for transfer of rights of
2 way and highway and/or street facilities for the Phase 1 Project; and
3

4 WHEREAS, construction of the Phase 1 Project was completed on December 10, 2007; and
5

6 WHEREAS, the State designed and constructed the Phase 2 Project using the design-build
7 method of project delivery; and
8

9 WHEREAS, infrastructure located on City Street Right of Way included in the Phase 2 Project
10 was constructed in accordance with the requirements of Street Use Permit No. 70313 issued on
11 October 9, 2008, Street Use Permit No. 89021 issued on March 17, 2009, Street Use Permit No.
12 90131 issued on April 13, 2009, Street Use Permit No. 92519 issued on May 27, 2009, and Street
13 Use Permit No. 93329 issued on June 11, 2009; and
14

15 WHEREAS, construction of the Phase 2 Project was completed on August 20, 2010 following
16 City transmittal of a letter to the State on August 12, 2010 indicating that the Phase 2 Project had
17 been completed by the State's contractor to the City's satisfaction; and
18

19 WHEREAS, GM 1355, General Maintenance Agreement, SR 519 Phase 1, entered into in 2002
20 and amended by the Parties in 2013 governs the responsibilities for maintenance of certain
21 infrastructure constructed as part of the Project; and
22

23 WHEREAS, GM 1407, Agreement for Signal Maintenance and Operations, WSDOT / City of
24 Seattle, entered into in 2003 and amended by the Parties in 2007, 2013 and 2014 governs
25 responsibilities for maintenance of signal and illumination systems constructed by the Project;
26
27
28

29 **NOW, THEREFORE**, pursuant to RCW 36.75.090, RCW 47.52.210, the above recitals that are
30 incorporated herein as if fully set forth below, and in consideration of the terms, conditions,
31 covenants, and performances contained herein, or attached and incorporated and made a part
32 hereof,
33

34 **IT IS MUTUALLY AGREED AS FOLLOWS:**

35
36 **1. PURPOSE**
37

38 1.1 The purpose of this Agreement is to:
39

- 40 a) transfer ownership to the City of Project Transfer Property (as defined below)
41 acquired by the State for the Project;
- 42 b) return jurisdiction to the City of Turnback Property (as defined below) transferred
43 to the State for the construction of the Phase 1 Project in 2001;
- 44 c) transfer ownership to the City of City Infrastructure (as defined below)
45 constructed as part of the Project; and



1 d) supersede SR 519 City / Town Turnback Agreement TB 1-0145, which is by this
2 reference terminated by the Parties upon full execution of this Agreement.
3
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5

6 **2. DEFINITIONS**
7

8 Words not otherwise defined, which have well-known technical or construction industry
9 meanings, are used in accordance with such recognized meanings.
10

11 2.1 Approved Plans means the right of way and limited access plans, drawings, calculations,
12 amendments to standard specifications, special provisions, technical specifications, any revisions
13 required for the Channelization Plan for Approval Package (as defined in the State's
14 Construction Contract with the design-builder), and all applicable technical memoranda
15 approved by the City of Seattle.
16

17 2.2 City means the City of Seattle, a Washington municipal corporation.
18

19 2.3 City Infrastructure means facilities constructed by the State to be transferred to the City
20 as part of the Project, including, but not limited to, all the following: roadway structures, utility
21 facilities; transportation facilities, including pavement and landscaping as described in Exhibit K,
22 City Infrastructure, attached hereto, but excluding infrastructure serving WSDOT's bridge
23 hydrant system, including three bridge fire hydrants, deluge valves and vaults, deluge controls,
24 wet and dry water pipes and water services as shown on Exhibit L, Bridge Hydrant System,
25 attached hereto.
26

27 2.4 City Street Right of Way or City of Seattle Street Right of Way means public street right
28 of way under the jurisdiction of the Seattle Department of Transportation pursuant to Title 15 of
29 the Seattle Municipal Code.
30

31 2.5 Construction Contract(s) means the SR 519 Intermodal Access Phase 1 Atlantic Street
32 Contract (C005983) and the SR 519/I-90 Intermodal Access Project – I/C Improvements Phase 2
33 Contract (C007597) entered into by the State for the construction of infrastructure subject to this
34 Agreement.
35

36 2.6 Contractor means the entity responsible pursuant to a Construction Contract to build
37 infrastructure subject to this Agreement and includes the design-builder for the Phase 2 Project.
38

39 2.7 Defective Work means design or construction work or materials that fail to comply with
40 the Approved Plans, City-approved modifications to the Approved Plans, or the laws, rules,
41 regulations, or standards as specified in, or otherwise applicable to, a Construction Contract(s).
42

43 2.8 Environmental Law(s) means any environmentally related local, state or federal law,
44 regulation, ordinance or order (including without limitation any final order of any court of
45 competent jurisdiction of which the State has knowledge), now or hereafter in effect including,



1 but not limited to: the Federal Clean Air Act; the Federal Water Pollution Control Act; the
2 Federal Safe Drinking Water Act; the Federal Comprehensive Environmental Response
3 Compensation and Liability Act, as amended by the Superfund Amendments and
4 Reauthorization Act of 1986; the Federal Resource Conservation and Recovery Act, as amended
5 by the Solid and Hazardous Waste Amendments of 1984; the Federal Occupational Safety and
6 Health Act; the Federal Emergency Planning and Right-to-Know Act of 1986; the Federal
7 Hazardous Materials Transportation Control Act of 1980; the Federal Clean Water Act of 1977;
8 the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Waste Management
9 Recovery and Recycling Act; the Washington Hazardous Waste Management Act; the
10 Washington Hazardous Waste Fees Act; Washington Model Toxics Control Act (MTCOA); the
11 Washington Nuclear Energy and Radiation Act; the Washington Radioactive Waste Storage and
12 Transportation Act; the Washington Underground Petroleum Storage Tanks Act; and any
13 regulations promulgated thereunder from time to time.

14
15 2.9 Hazardous Materials mean any (a) petroleum products or by-products; (b) all hazardous
16 or toxic substances, wastes or materials or pollutants, including hazardous substances as defined
17 by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability
18 Act of 1980, as amended, or the Washington Water Pollution Control Act, RCW 90.48.010 et
19 seq., the Hazardous Waste Management Statute, RCW 70.105.010 et seq., the Washington Toxic
20 Substance Control Act RCW 70.105B.010 et seq., the Washington Model Toxics Control Act,
21 RCW 70.105D.010 et seq., and the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq.,
22 and in the regulations promulgated pursuant to said laws, all as amended from time to time.

23
24 2.10 Hazardous Substance(s) means any substance, or substance containing any component,
25 now or hereafter designated as a hazardous, dangerous, toxic or harmful substance, material or
26 waste, subject to regulation under any, federal, state or local law, regulation or ordinance relating
27 to environmental protection, contamination or cleanup including, but not limited to, those
28 substances, materials and wastes listed in the United States Department of Transportation
29 Hazardous Materials Table (49 C.F.R. §172.101) or by the United States Environmental
30 Protection Agency as hazardous substances (40 C.F.R. pt. 302 and amendments thereto) or in the
31 Washington Hazardous Waste Management Act (Ch. 70.105 RCW) or the Washington Model
32 Toxics Control Act (Chs. 70.105D RCW and 82.21 RCW), petroleum products and their
33 derivatives, and such other substances, materials and wastes as become regulated or subject to
34 cleanup authority under any Environmental Law.

35
36 2.11 Physical Completion means the day all of the construction Work was physically
37 completed on each applicable phase of the Project, including all punch list work as well as initial
38 landscaping plantings.

39
40 2.12 Project means SR 519 Intermodal Access Phase 1, Atlantic Street – Contract C005983,
41 herein referred to as the “Phase 1 Project,” and the SR 519/I-90 Intermodal Access Project – I/C
42 Improvements Phase 2 – Contract C007597 , herein referred to as the “Phase 2 Project,”
43 collectively the “Project” in the location generally depicted on Exhibit A, Vicinity Map, attached
44 hereto.



1 2.13 Project Conveyance Property means all portions of Project Property identified for transfer
2 from the State to the City in the locations depicted on Exhibit B, Project Conveyance Properties,
3 attached hereto.

4
5 2.14 Project Property means all real property interests, including Project Transfer Property and
6 Turnback Property, acquired by the State and used for the Project,

7
8 2.15 Project Transfer Property means property acquired by the State from third parties and
9 identified by the State and the City for transfer from the State to the City, subject to continuing
10 transportation use as depicted on Exhibit C, Project Transfer Properties, attached hereto.

11
12 2.16 SDOT means the Seattle Department of Transportation.

13
14 2.17 Street Use Permit(s) means written authorization secured by the State from the Director
15 of the Seattle Department of Transportation for use of the City Street Right of Way pursuant to
16 Title 15 of the Seattle Municipal Code.

17
18 2.18 Turnback Property means those portions of City Street Right of Way identified by the
19 terms of SR 519 City / Town Turnback Agreement TB 1-0145. City Turnback Property will be
20 returned to the City pursuant to the terms of this Agreement as depicted on Exhibit D, Turnback
21 Properties, attached hereto and to the terms of the Project Conveyance Property Quitclaim Deed,
22 attached hereto as Exhibit G.

23
24 2.19 Work means the provision of all labor, materials, equipment, supplies and everything
25 needed to successfully complete the Project.

26
27
28 **3. PROJECT PROPERTY ACQUISITION AND TRANSFER**

29
30 3.1 The State has acquired, at its expense, the parcels of Project Property shown on Exhibit E,
31 (labeled Ownerships, Right of Way and Easements) Property Rights Acquired by the State, and
32 Exhibit F, Right of Way and Limited Access Plan.

33
34 3.2 The State performed all appraisals, appraisal review, title review, surveys, property
35 investigation, relocation assistance and all other investigations and services in connection with
36 the acquisition of Project Property. For each parcel of Project Transfer Property, the State
37 delivered to the City those documents in the possession of the State requested by the City for
38 review of environmental condition and condition of title.

39
40 3.3 Subject to the terms of this Agreement, the State shall execute and deliver, and the City
41 shall accept, a Project Conveyance Property quitclaim deed in the form of the deed attached
42 hereto as Exhibit G, Quitclaim Deed with deed Exhibits A and B, attached hereto, conveying the
43 Project Transfer Property and the State's interest in the City Turnback Property.



1 3.4 The Parties agree that the State will convey and quitclaim the Project Conveyance
2 Property subject to the rights, conditions, and ownership reserved by the State described in
3 Exhibit B to the Quitclaim Deed.
4
5

6 4. ENVIRONMENTAL MATTERS 7

8 4.1 The State represents that it evaluated the potential for the presence of Hazardous
9 Materials and Hazardous Substances on all Project Property acquired for use by the Project
10 following procedures set forth in the WSDOT *Environmental Procedures Manual M 31-11* and
11 WSDOT *Right of Way Manual M 26-01* that were in effect on the date of property acquisition
12 and in compliance with all applicable laws. The State represents that it conducted additional
13 studies that the State determined were appropriate and represents that the State has provided the
14 City with all documentation in the State's possession addressing Hazardous Substance
15 assessment, disposal and remediation for Project Property required to comply with the
16 requirements of the State's environmental procedures and right of way manuals.
17

18 4.2 The City has received environmental investigation reports, Phase I Environmental Site
19 Assessment reports and soil and groundwater environmental sample data submitted by the State
20 during Environmental Assessment (EA) development of the Project construction activities.
21

22 4.3 Throughout the term of this Agreement, the State shall continue to provide the City's
23 Real Property and Environmental Manager copies of all additional environmental documentation
24 developed, received or located by the State relating in any way to the environmental condition or
25 environmental investigation of Project Transfer Property, whether received by or prepared by or
26 for the benefit of the State, including, but not limited to: (1) records regarding Hazardous
27 Materials and Hazardous Substances identified on Project Transfer Property; (2) documents
28 relating to environmental assessments, environmental sampling results, reports, studies, and
29 remedial, removal or cleanup activities related to the Project Transfer Property; (3) documents
30 relating to allegations, orders, claims, regulatory demands, or losses relating to the alleged
31 existence or migration of any Hazardous Materials and Hazardous Substance from or onto any
32 parcel of Project Transfer Property; and (4) any alleged violation of any Environmental Law or
33 other information relating to environmental condition of the Project Transfer Property.
34

35 4.4 Throughout the term of this Agreement, each Party shall make every effort to notify the
36 other Party in writing within ten (10) business days, after becoming aware of any notice, claim,
37 allegation, or other action seeking environmental response or remediation, payment, damages, or
38 determination of liability or potential liability relating in any way to Hazardous Materials and
39 Hazardous Substances in connection with the Project Transfer Property or City Turnback
40 Property. The Party initiating notice under the provisions of this section shall promptly provide
41 to the other Party copies of the notice, claim, allegation, or other action and all related
42 documentation related to resolution of the action.
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3 **5. TURNBACK PROPERTY**

4 5.1 Transfer of operation and maintenance responsibilities for the City Turnback Property, as
5 shown on Exhibit D, from the State to the City shall become effective upon execution of this
6 Agreement.
7

8 **6. CITY INFRASTRUCTURE**
9

10 6.1 The State and City agreed, with certain limited exceptions addressed in GM 1355,
11 General Maintenance Agreement, SR 519 Phase 1 as amended, that the design and construction
12 of City Infrastructure would conform to City of Seattle ordinances, rules, regulations, and
13 standards, and applicable federal and state laws, rules, regulations, and standards, in effect at the
14 time construction was completed on the Project, including but not limited to the following:
15

16 6.1.1 The Seattle Municipal Code

17 6.1.2 The City of Seattle Standard Specifications for Road, Bridge and Municipal
18 Construction, 2008 edition

19 6.1.3 City of Seattle Standard Plans for Municipal Construction, 2008 edition

20 6.1.4 SDOT, Seattle City Light, Seattle Department of Planning and Development
21 (DPD), and Seattle Public Utilities Director's Rules, including the City of Seattle Right
22 of Way Improvements Manual effective on the date of Phase 1 Project and 2005-22 for
23 Phase 2 Project.
24

25 6.2 The State was the sole authority for planning, design, and construction administration of
26 the Project. The City provided qualified staff and consultants during design who reviewed plans
27 and other material for conformance with City standards and for issuance of Street Use Permits,
28 and during construction communicated with State officials in evaluating the conformity of the
29 construction of City Infrastructure with Approved Plans and Street Use Permits and performed
30 certain other work.
31

32 6.3 The Parties conducted joint pre-final and final inspections of the City Infrastructure
33 constructed as part of the Phase 1 Project and the State issued a letter of Physical Completion for
34 the Phase 1 Project to its contractor on December 10, 2007.
35

36 6.4 The Parties conducted joint pre-final and final inspections of the City Infrastructure
37 constructed as part of the Phase 2 Project at substantial completion of the Phase 2 Project. The
38 City provided a letter to the State on August 12, 2010 indicating that the Phase 2 Project Work
39 had been completed to the City's satisfaction. The State granted Physical Completion for the
40 Phase 2 Project to its contractor on August 20, 2010.
41

42 6.5 The Parties agree that the City shall repair landscaping in the pedestrian plaza area at the
43 location shown in Exhibit I, Pedestrian Plaza Landscaping Repair, attached hereto. The City
44 shall perform general maintenance, plant replacement, mulching and repair of irrigation systems,
45 including installation, replacement and parts.



1
2 6.6 The State, in consideration of the City executing this Agreement and accepting full
3 operation and maintenance of the area outlined in Exhibit I, agrees to pay the City a one-time,
4 lump sum amount of Twenty Three Thousand, Two Hundred Fifty Eight Dollars and Fifty Cents
5 (\$23,258.50) upon request by the City.
6

7 6.7 The City agrees to accept rearranged City streets as shown on Exhibit D and other
8 improvements completed as part of the Project in the locations shown on Exhibit K, including
9 right of way and other property rights associated with transfer and conveyance of the Project
10 Transfer Property and Turnback Property and to relieve the State from all responsibilities in the
11 ownership, operation, maintenance and reconstruction of these features subject to the Quitclaim
12 Deed attached as Exhibit G.
13

14 6.8 All City Infrastructure constructed by the State on the Project Transfer Property and City
15 Turnback Property in the locations depicted on Exhibit K shall be transferred by the State and
16 accepted by the City, subject to correction of any Defective Work, damage, or contractor claims
17 caused by the acts or omissions of the State, and subject to the terms of this Agreement, upon the
18 date when this Agreement is fully executed and the quitclaim deed has been recorded.
19

20 6.9 All right and title to City Infrastructure accepted by the City will be transferred by the
21 State to the City upon recording of the quitclaim deed. Neither the State nor its Contractors shall
22 hold a property right in any of the City Infrastructure accepted by the City for ownership,
23 including the materials and equipment comprising the infrastructure.
24
25

26 7. WARRANTIES

27
28 7.1 Three (3) year Warranty of Work - The State warrants that the bridge rails, bearings,
29 expansion joints, MSE walls, and the structural elevator enclosure work included in plans
30 transmitted to the City as identified in Exhibit J, City Infrastructure Subject to Three Year
31 Warranty Provisions, attached hereto:
32

- 33 a) meet with the requirements of the Approved Plans, the Construction Contracts, and all
- 34 City-approved modifications to the Construction Contracts and Approved Plans made
- 35 during the course of construction;
- 36 b) are constructed in accordance with City-issued permits;
- 37 c) are free of defects in material and workmanship; and
- 38 d) are free of defects in design(s).
39

40 This three (3) year Warranty of Work applies to non-conforming and Defective Work that is
41 discovered and communicated by the City to the State for a period of three (3) years following
42 August 20, 2010 as specified in the Project Construction Contracts and Section 6.4 above.
43

44 7.2 Twelve month (12) Warranty of Work - The State warrants for a period of twelve (12)
45 months from, August 20, 2010, as specified in the Phase 2 Project Construction Contract and



1 Section 6.4 above, that all City Infrastructure and Work not specifically listed as included within
2 the three-year Warranty of Work:

- 3 a) meets with the requirements of the Approved Plans, the Construction Contracts, and
- 4 all City-approved modifications to the Approved Plans and the Construction Contracts
- 5 made during the course of construction;
- 6 b) is constructed in accordance with City-issued permits;
- 7 c) is free of defects in material and workmanship; and
- 8 d) is free of defects in design(s).

9
10 The Twelve (12) month Warranty of Work shall apply to any corrective Work required to
11 address non-conforming and Defective Work that is discovered and communicated by the City to
12 the State within the warranty period.

13
14 7.3 Nonconforming or Defective Work - If, within the Warranty of Work periods, the City
15 discovers and gives written notice to the State of non-conforming or Defective Work in the City
16 Infrastructure, the State shall investigate the Work the City believes is non-conforming or
17 defective. If the State agrees that there is non-conforming or Defective Work within the
18 Warranty of Work period as applicable for the Phase 2 Project, the State shall promptly address
19 non-conforming or Defective Work. The State shall diligently prosecute the corrective Work and
20 shall procure materials as necessary and as provided by law to minimize the loss of use and
21 operation of the City Infrastructure. Corrective work shall be completed within the time frame
22 specified by the City if mutually agreed upon by the State.

23
24 Warranties of Work shall also apply to non-conforming or Defective Work inherent in corrective
25 work. Warranties of Work for corrective work shall remain effective for the periods established
26 in this Section 7.

27
28 7.4 Manufacturer's and Supplier's Guarantees and Warranties - The State shall deliver to the
29 City all manufacturer's and supplier's guarantees and warranties furnished to the State or
30 furnished to the State's Contractors as a customary trade practice in connection with the
31 Contractors' purchase of any equipment, materials, or items incorporated into the City
32 Infrastructure. These guarantees and warranties shall not relieve the State from its obligations
33 under Warranties of Work.

34
35 7.5 Right to Inspect - During the warranty periods, the City can inspect the City
36 Infrastructure for non-conforming and Defective Work, and will promptly report any such non-
37 conforming or Defective Work discovered to the State for remedy through corrective work. The
38 City shall bear the cost of these inspections.

39
40
41



8. RISK ALLOCATION

1
2
3 8.1 No City Liability for Assistance, Inspection, Review, or Approvals - The review or
4 approval of any of the State's project plans or specifications, or the inspection of the Work, or
5 any assistance provided to the State by the City is for the City's sole benefit and shall not
6 constitute an opinion or representation by the City as to any compliance with any law, ordinance,
7 rule, or regulation or any adequacy for other than the City's own purposes; and such assistance,
8 inspection, review or approval shall not create or form the basis of any liability on the part of the
9 City or any of its officials, officers, employees, or agents for any injury, damage, or other
10 liability resulting from, or relating to, any inadequacy, error, or omission therein or any failure to
11 comply with applicable law, ordinance, rule, or regulation; and such assistance, inspection,
12 review, or approval shall not relieve the State of any of its obligations under this Agreement or
13 under applicable law.

14
15 8.2 Notwithstanding any act or omission by the City pursuant to its role as described in
16 Section 6.2 of this Agreement, the State shall not be relieved of any of its authority over, or
17 responsibility for, the Project.

18 8.3 Environmental Indemnification for Project Transfer Property

19
20
21 8.3.1 To the extent permitted by law and subject to Section 8.5, the Parties shall protect,
22 defend, indemnify, and save the officers, officials, employees, and agents of the other
23 Party, while acting within the scope of their employment, from any and all future costs,
24 claims, demands, judgments, damages, or liability of any kind, including responses and
25 remediation costs, administrative costs, fines, charges, penalties, cost recovery or similar
26 actions brought by a governmental or private party, including third party tort liability
27 from injuries to persons or damages to property, arising, directly or indirectly, from any
28 presence or release of any Hazardous Materials or Hazardous Substance remaining
29 within, or from the Project Transfer Property, to the extent the release or presence of any
30 Hazardous Material or Hazardous Substance arises out of, or in any way results from, or
31 is connected to, or is due to its own acts or omissions, including any and all claims and
32 litigation arising out of, or resulting from, any state or federal environmental review
33 process in any way relating to the Project Transfer Property. In the event that a Party
34 incurs reasonable attorneys' fees, costs, or other legal expenses to enforce the indemnity
35 provisions of this section of the Agreement, all such fees, costs, and expenses shall be
36 recoverable by that Party.

37
38 8.3.2 The State agrees to indemnify, defend, and hold harmless the City in any matters
39 or claims arising out of, or in any way resulting from, any local, state or federal
40 environmental review process carried out under the State Environmental Policy Act or
41 the National Environmental Policy Act and in any way related to the Project.

42
43 8.4 General Environmental Indemnification for Turnback Property - The State hereby agrees
44 to defend, indemnify, hold harmless the City, and release the City, from and against any and all
45 claims, causes of action, demands, and liability, arising at any time in the past, present or future,

1 caused by or resulting from activities by or on behalf of the State on Turnback Property, or the
2 use, disposal, transportation, generation and/or sale of Hazardous Materials and Hazardous
3 Substances by or on behalf of the State, including, but not limited to, any costs, liabilities,
4 damages, expenses, assessments, penalties, fines, losses, judgments associated with the presence
5 of any Hazardous Substance or Hazardous Material on City Turnback Property. In the event that
6 the City of Seattle incurs reasonable attorneys' fees, costs, or other legal expenses to enforce the
7 indemnity provisions of this section of the Agreement, all such fees, costs, and expenses shall be
8 recoverable by the City of Seattle.
9

10 8.5 Environmental Indemnification for State Parcel 1-15948 – State Parcel 1-15948 means
11 the property located at 1411 Fourth Avenue S, the former Fisher Property & Rittenburg Property,
12 legally described as Lot3, Block 287, Map of Seattle Tide Lands, as shown on the official maps
13 on file in the Office of the Commissioner of Public Lands at Olympia, Washington.
14

15 The State acknowledges that State Parcel 1-1594 shown on Exhibit H, Underground Storage
16 Tank, attached hereto, was the site of an undocumented underground storage tank (UST).
17 Although the State arranged for removal and remediation of the UST during construction, the
18 documentation of the remediation effort does not meet the testing protocol required by the
19 Washington State Department of Ecology for removal of the site from its Leaking Underground
20 Storage Tank Listing. The State therefore agrees to the following:
21

22 The State hereby defends, releases and indemnifies, protects and holds harmless the City of
23 Seattle and its officers, officials, employees, and agents working within the scope of their
24 employment from all liability and claims (including but not limited to liability and claims
25 for response and remediation costs, administrative costs, fines, charges, penalties, and cost
26 recovery or similar actions brought by a governmental or private party, including third
27 party tort liability) arising, directly or indirectly, from any presence or release of any
28 Hazardous Substance remaining within or transported from the underground storage tank
29 property on State Parcel 1-1594, and such State obligations take effect immediately,
30 continue in full force and effect into the future regardless of subsequent property transfer.
31 In the event that the City of Seattle incurs reasonable attorneys' fees, costs, or other legal
32 expenses to enforce the indemnity provisions of this Agreement, all such fees, costs, and
33 expenses shall be recoverable by the City of Seattle.
34

35 The indemnification for State Parcel 1-1594 shall be incorporated into the State's deed for
36 transfer of the Project Transfer Property to the City.
37
38

39 9. DISPUTES 40

41 9.1 The City and the State shall make good faith efforts to resolve any dispute arising under
42 or in connection with this Agreement. The dispute resolution process outlined in this Section
43 applies to disputes arising under or in connection with the terms of this Agreement.
44

1 9.2 Dispute Resolution Process. The designated representatives established herein under
2 Section 11, Notice and Document Delivery, shall use their best efforts to resolve disputes
3 between the Parties. If these individuals are unable to resolve a dispute, the Deputy Director of
4 the Seattle Department of Transportation and the Program Administrator for the Washington
5 State Department of Transportation Alaskan Way Viaduct and Seawall Replacement Program
6 shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the
7 matter shall be reviewed by the Director of the Seattle Department of Transportation and the
8 Washington State Deputy Secretary of Transportation. Provided that the Parties exhaust each of
9 the procedural steps in this section prior to filing any lawsuit, the Parties reserve the right to seek
10 any remedy available.
11
12

13 10. NOTICE AND DOCUMENT DELIVERY

14
15 10.1 Any notice required or permitted to be given pursuant to this Agreement shall be in
16 writing, and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the following
17 addresses unless otherwise indicated by the Parties to this Agreement:

18 To the State:

19
20 Washington State Dept. of Transportation
21 Alaskan Way Viaduct & Seawall Replacement Program
22 & SR 519/I-90 Intermodal Access Project
23 999 Third Avenue, Suite 2424
24 Seattle, WA 98104
25

26 and

27
28 Washington State Dept. of Transportation
29 Dave McCormick
30 Assistant Regional Administrator for Maintenance Operations
31 Northwest Region
32 PO Box 330310
33 Seattle, WA 98133-9710
34

35 To the City:

36 South End Program Manager
37 Major Projects Division
38 Seattle Department of Transportation
39 700 – 5th Avenue, Suite 3900
40 P.O. Box 34996
41 Seattle, WA 98124-4996
42



1 10.2 Any documents required to be delivered to SDOT's Real Property and Environmental
2 Manager pursuant to Section 4.3 shall be delivered to The Seattle Municipal Tower, 701 Fifth
3 Avenue, Suite 3900, to the attention of Larry Huggins.
4
5

6 **11. EFFECTIVENESS AND DURATION**
7

8 11.1 This Agreement shall be effective as of the date the last Party signs and, unless sooner
9 terminated pursuant to the terms hereof, shall remain in effect until December 31, 2018, subject
10 to the survival clause under Section 13.7.
11

12 **12. TERMINATION**
13

14
15 12.1 This Agreement may be terminated by either Party upon sixty (60) calendar days written
16 notice. Said notice shall set forth the reasons for termination, including reasons of convenience,
17 and the effective date of termination.
18

19 12.2 Termination of this Agreement shall not relieve the Parties of any obligations that are
20 unsatisfied at the time of termination, nor shall it relieve the Parties of any obligations that are
21 intended to survive termination of this Agreement.
22

23 **13. GENERAL LEGAL PROVISIONS**
24

25
26 13.1 This Agreement shall be effective independently from any and all permits that were
27 issued by the City of Seattle in its governmental capacity.
28

29 13.2 Each Party shall ensure that its employees, agents, and contractors comply with the
30 obligations of this Agreement.
31

32 13.3 The Parties shall not be deemed to be in default under this Agreement if performance is
33 rendered impossible by war, riots, or civil disturbances, or by floods or other natural catastrophes
34 beyond the Parties' control; the unforeseeable unavailability of labor or materials; or labor
35 stoppages or slowdowns or power outages exceeding back-up power supplies. This Agreement
36 shall not be terminated or the Parties penalized for such noncompliance, provided that each Party
37 takes immediate and diligent steps to bring itself back into compliance and to comply as soon as
38 practicable under the circumstances without unduly endangering the health, safety, or integrity of
39 the Party's employees or property, or the health, safety, or integrity of the public, street rights-of-
40 way, public property, or private property.
41

42 13.4 This Agreement may be amended only by a written instrument, duly authorized by the
43 City and the State, and executed by their duly authorized representatives.
44



1 13.5 No failure to exercise, and no delay in exercising, on the part of either Party hereto, any
2 rights, power, or privilege hereunder shall operate as a waiver thereof, except as expressly
3 provided herein.

4
5 13.6 This Agreement with the attached Exhibits and the documents referenced in any of the
6 foregoing, including but not limited to GM 1355 as amended from time to time, constitute the
7 entire Agreement of the Parties with respect to the transfer of Project Conveyance Property,
8 Project Transfer Property, Turnback Property and City Infrastructure and supersedes the
9 provisions of SR 519 City / Town Turnback Agreement TB 1-0145.

10
11 13.7 The covenants, agreements, indemnities, representations and warranties made by the
12 State in this Agreement shall survive the property transfers contemplated by this Agreement
13 unimpaired and shall not merge into any deed or deeds and the recordation thereof.

14
15 13.8 Section and subsection headings are intended as information only, and shall not be
16 construed with the substance of the section or subsection they caption.

17
18 13.9 All exhibits or other attachments are by this reference hereby incorporated into this
19 Agreement.

20
21 13.10 This Agreement may be executed in counterparts, each of which shall be deemed an
22 original, and all counterparts together shall constitute but one and the same instrument.

23
24 13.11 This Agreement shall be interpreted, construed, and enforced in accordance with the laws
25 of the State of Washington. The venue for any action under this Agreement shall be in the
26 Superior Court for King County, Washington. Each Party shall be responsible for its own
27 attorneys' fees and costs.



1 **IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the latest
2 Party signature date written below.

3
4 CITY OF SEATTLE, acting by and through its
5 DEPARTMENT OF TRANSPORTATION
6 TRANSPORTATION

STATE OF WASHINGTON
DEPARTMENT OF

7
8
9
10 _____
11 By

12
13 _____
14 Director of Transportation

15
16
17
18
19 _____
20 Date

Todd V. Trepanier, P.E
Program Administrator
Alaskan Way Viaduct and Seawall
Replacement Program

APPROVED AS TO FORM:

21
22
23
24
25
26 _____

27
28 Assistant Attorney General

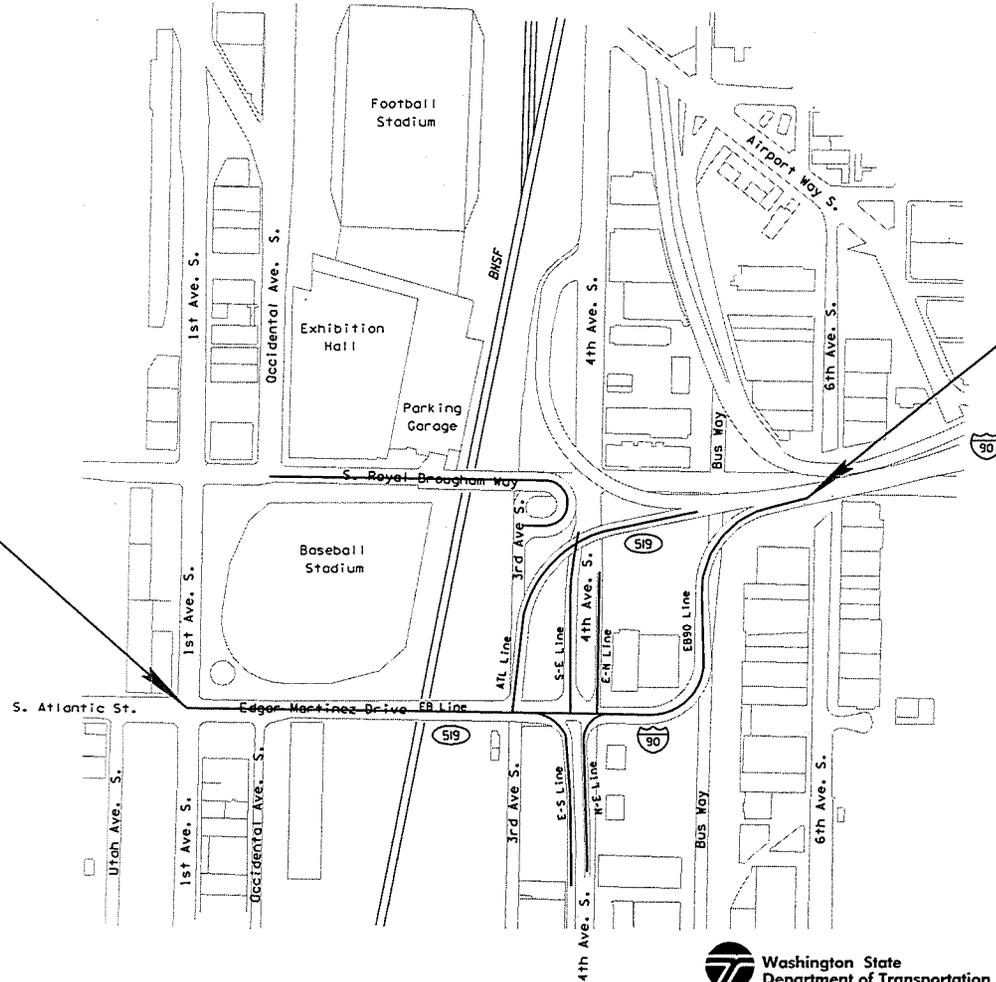
29
30
31 _____

32 Date

33



T.24N. R4E. W.M.
 City of Seattle



END PROJECT
 SR 519 MP 0.24

BEGIN PROJECT
 SR 90 MP 2.30

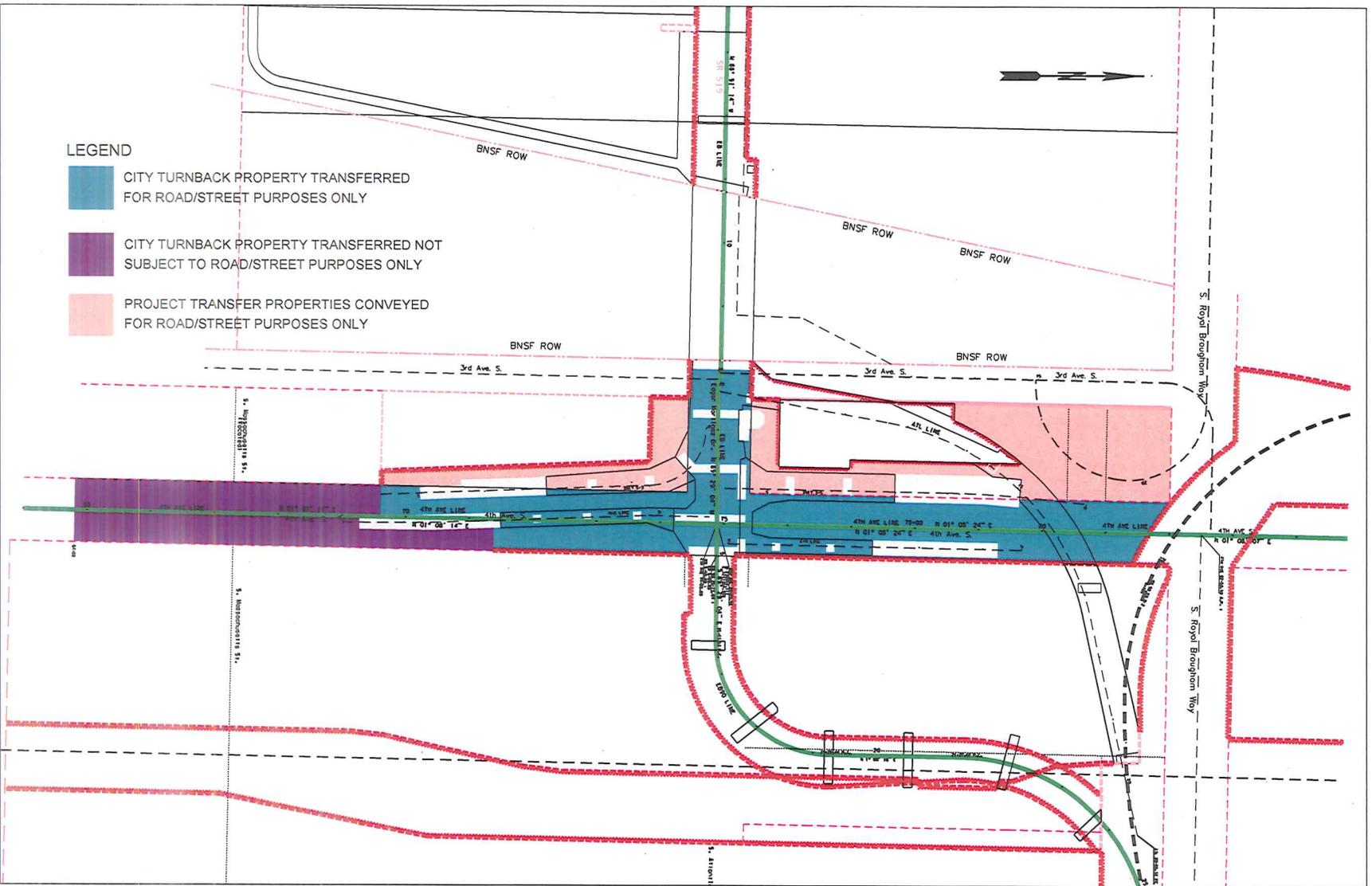


SR 519 & I-90	
Intermodal Access - Phase 1 & 2 S. Royal Brougham Way I-90 & SR 519 Connection	
SHEET 1 SHEETS	

VICINITY MAP

GCA6868 - EXHIBIT A
 PAGE 1 OF 1 03-15-12

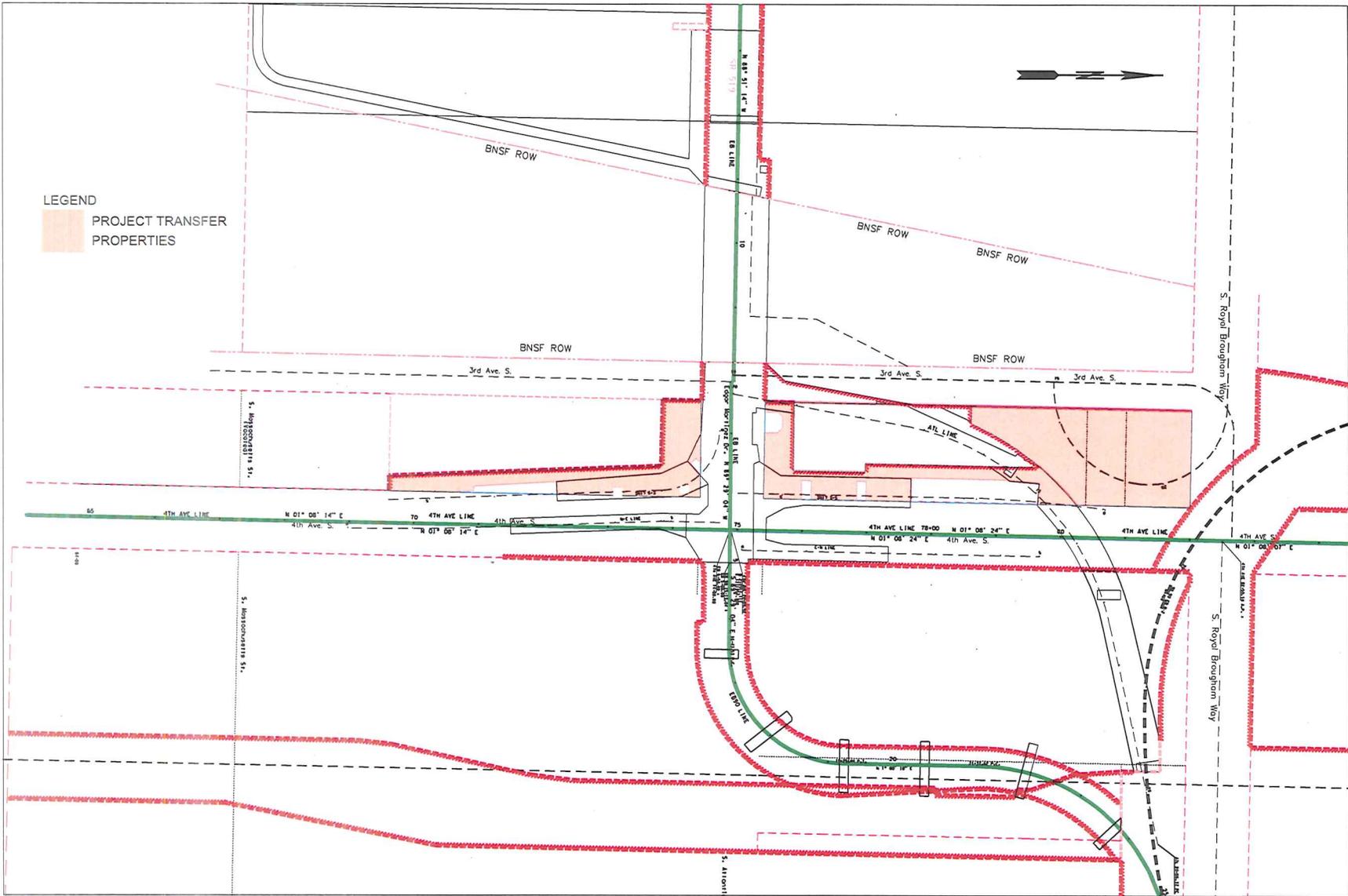




PROJECT CONVEYANCE
 PROPERTIES

GCA6868 - EXHIBIT B
 PAGE 1 OF 1 10-02-12

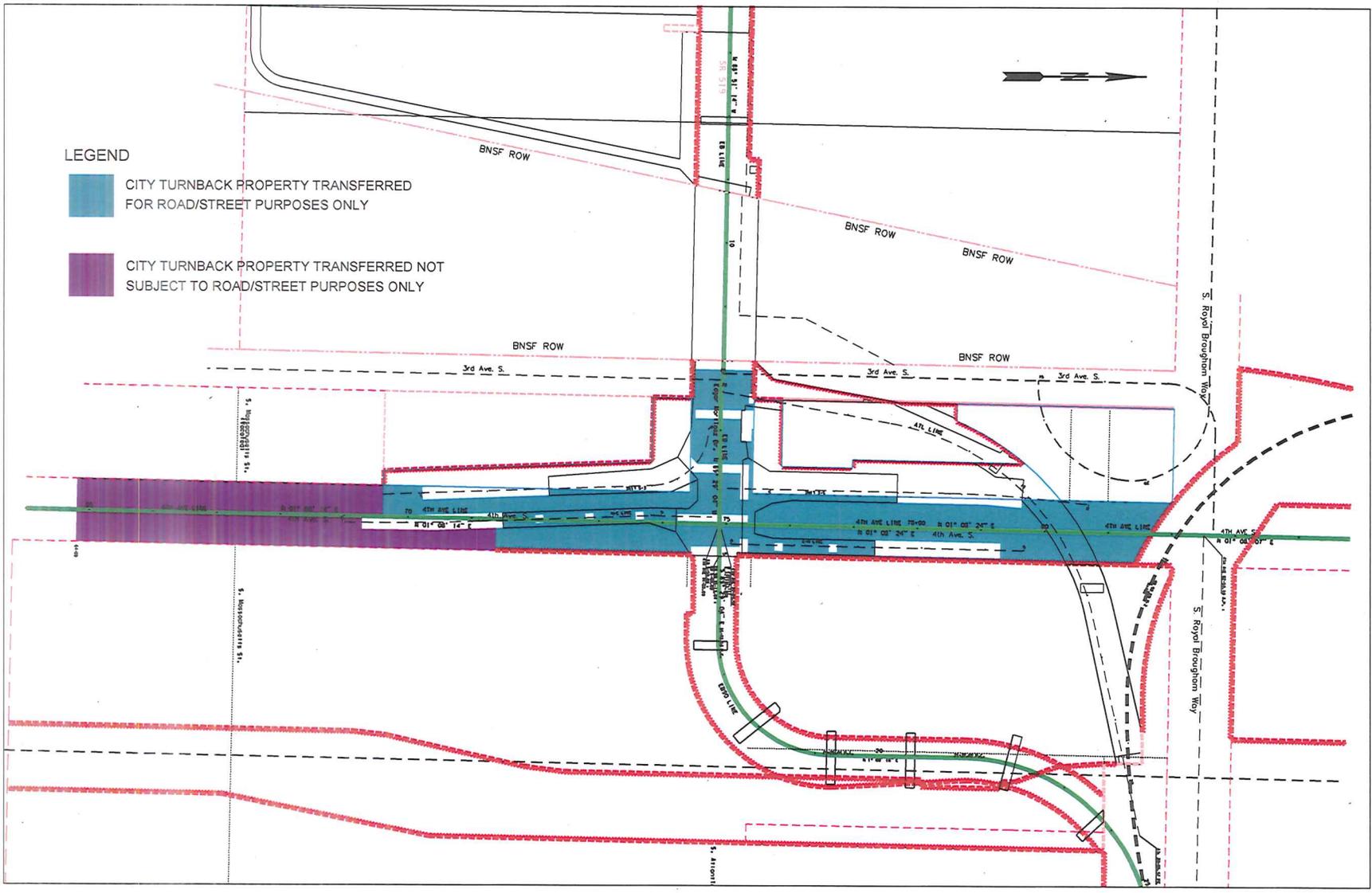




PROJECT TRANSFER
PROPERTIES

GCA6868 - EXHIBIT C
PAGE 1 OF 1 03-15-12





LEGEND

- CITY TURNBACK PROPERTY TRANSFERRED FOR ROAD/STREET PURPOSES ONLY
- CITY TURNBACK PROPERTY TRANSFERRED NOT SUBJECT TO ROAD/STREET PURPOSES ONLY

CITY TURNBACK
 PROPERTIES

GCA6868 - EXHIBIT D
 PAGE 1 OF 1 10-02-12



Joyce Kling, SDOT SR 519 Project Acquisition ORD, ATT 1 EXH E, March 14, 2014, Version #1

SHEET 2 OF 6 OF 6 SHEETS
APPROVED SEPTEMBER 4, 1998.

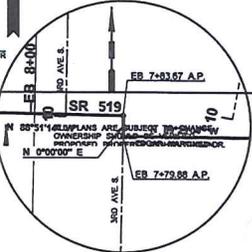
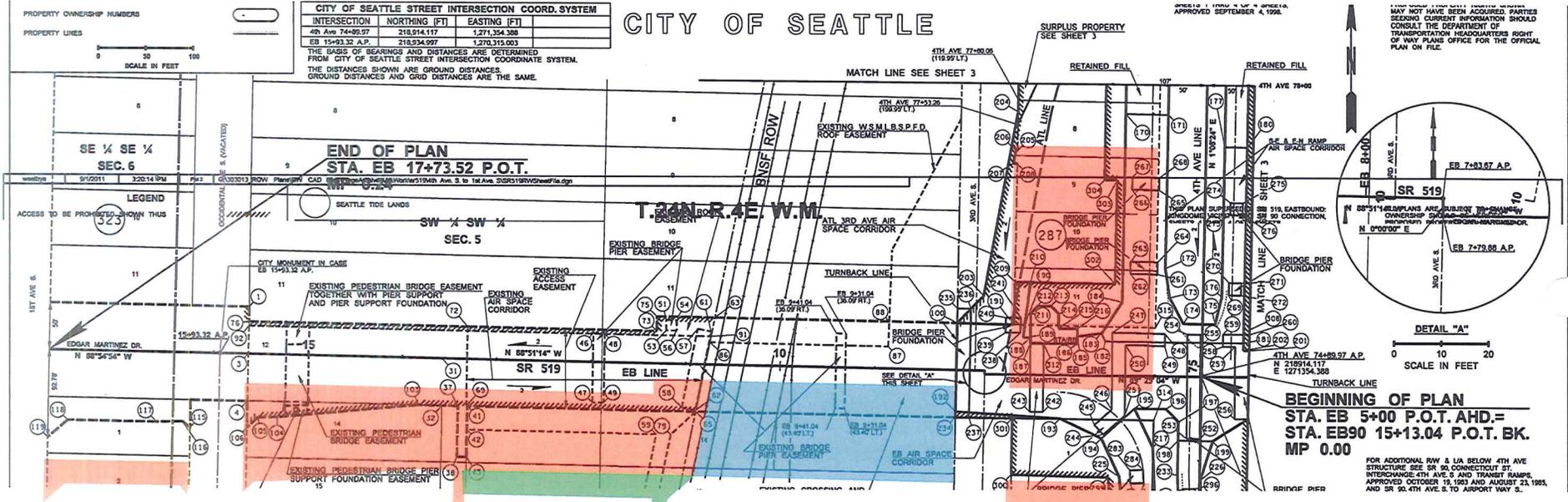
IF ANY PART OF THIS PROJECT OR ANY PART THEREOF MAY NOT HAVE BEEN ACCURATE, PARTIES SEEKING CURRENT INFORMATION SHOULD CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS RIGHT OF WAY PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE.

CITY OF SEATTLE STREET INTERSECTION COORD. SYSTEM

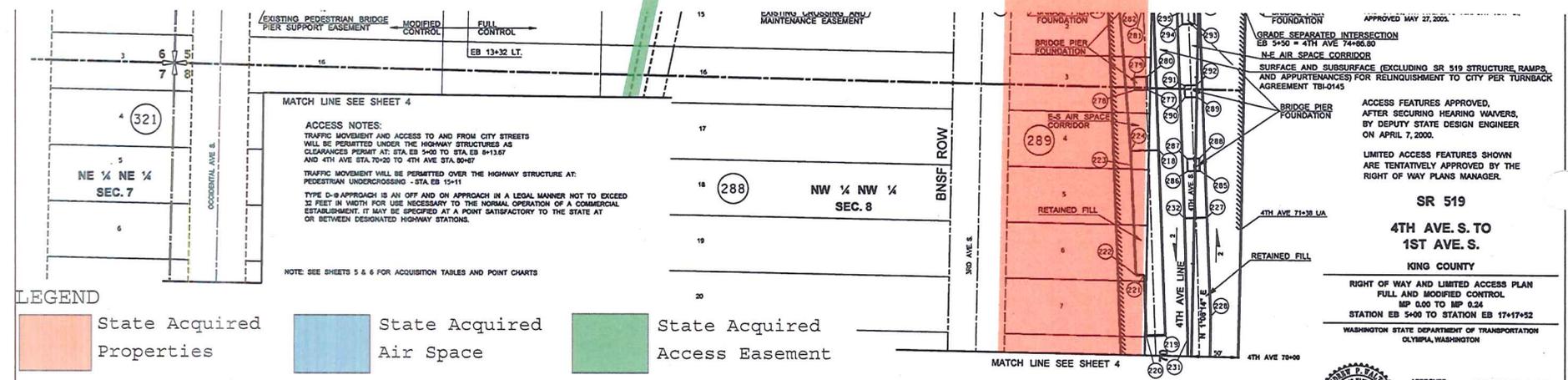
INTERSECTION	NORTHING (FT)	EASTING (FT)
4th Ave 74+89.97	218,914.117	1,271,354.388
EB 15+33.32 A.P.	218,934.977	1,270,319.003

THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED FROM CITY OF SEATTLE STREET INTERSECTION COORDINATE SYSTEM. THE DISTANCES SHOWN ARE GROUND DISTANCES. GROUND DISTANCES AND GRID DISTANCES ARE THE SAME.

CITY OF SEATTLE



DETAIL "A"
SCALE IN FEET



ACCESS NOTES:
TRAFFIC MOVEMENT AND ACCESS TO AND FROM CITY STREETS WILL BE PERMITTED UNDER THE HIGHWAY STRUCTURES AS CLEARANCES PERMIT AT: STA EB 5+00 TO STA EB 9+13.07 AND 4TH AVE STA 70+20 TO 4TH AVE STA 80+47.
TRAFFIC MOVEMENT WILL BE PERMITTED OVER THE HIGHWAY STRUCTURE AT: PEDESTRIAN UNDERCROSSING - STA EB 15+11.
TYPE D-S APPROACH IS AN OFF AND ON APPROACH IN A LEGAL MANNER NOT TO EXCEED 30 FEET IN WIDTH FOR USE NECESSARY TO THE NORMAL OPERATION OF A COMMERCIAL ESTABLISHMENT. IT MAY BE SPECIFIED AT A POINT SATISFACTORY TO THE STATE AT OR BETWEEN DESIGNATED HIGHWAY STATIONS.

NOTE: SEE SHEETS 5 & 6 FOR ACQUISITION TABLES AND POINT CHARTS

LEGEND

- State Acquired Properties
- State Acquired Air Space
- State Acquired Access Easement

PARCEL NO.	NAME	TOTAL AREA	RAW	LT. REMAINDER RT.	EASMT	TYPE
						D-S, D-S, D-S
						D-S

TOTAL AREA IS FROM ASSESSORS' RECORDS UNLESS OTHERWISE NOTED.

OWNERSHIPS

ACCESS APPROACH SCHEDULE

Reference	Approval	Revision	Description
		1	



APPROVED AND ADOPTED SEPTEMBER 1, 2011

Signature
RIGHT OF WAY PLANS MANAGER

PROJECT ENGINEER SHEET 2 OF 6 SHEETS

OWNERSHIPS, RIGHT OF WAY AND EASEMENTS

GCA6868 - EXHIBIT E
PAGE 1 OF 3 10-02-12



Exhibit E to SDOT SR 519 Project Acquisition ORD ATT 1

PL STATION	DELTA	RADIUS	TANGENT	LENGTH
EB90 19+22.43	89°23'58" LT	182.47	178.92	281.97
EB90 23+56.79	73°12'12" RT	295.26	219.17	377.02

CITY OF SEATTLE

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

LIMIT OF PLAN
 STA. EB90 26+45.94=
 SR 90 STA. EB-B2 26+72.35
 (0.38' RT.)

ALL PLANS ARE SUBJECT TO CHANGE. OWNERSHIP SHOULD BE VERIFIED. PROPOSED PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED. PARTIES SEEKING CURRENT INFORMATION SHOULD CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS RIGHT OF WAY PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE.

LEGEND

- State Acquired Properties
- State Acquired Air Space
- State Acquired Access Easement

LEGEND

ACCESS TO BE PROHIBITED SHOWN THUS

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

SCALE IN FEET

0 50 100

CITY OF SEATTLE STREET INTERSECTION COORD. SYSTEM		
INTERSECTION	NORTHING (FT)	EASTING (FT)
4th Ave 82+50	219,674.000	1,271,369.009

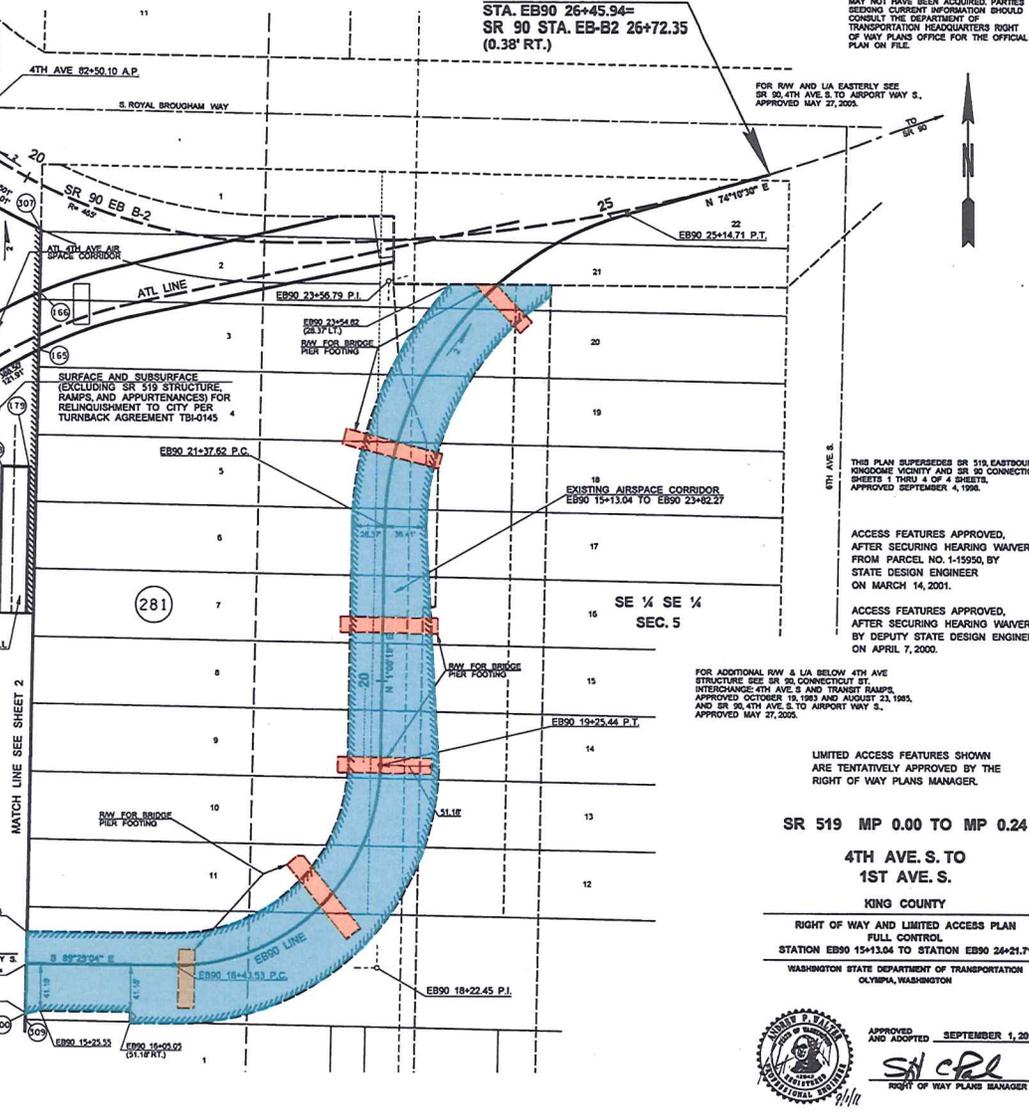
THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED FROM CITY OF SEATTLE STREET INTERSECTION COORDINATE SYSTEM. THE DISTANCES SHOWN ARE GROUND DISTANCES. GROUND DISTANCES AND GRID DISTANCES ARE THE SAME.

ACCESS NOTES:
 TRAFFIC MOVEMENT AND ACCESS TO AND FROM CITY STREETS WILL BE PERMITTED UNDER THE HIGHWAY STRUCTURES AS CLEARANCES PERMIT AT: STA. EB 5+00 TO STA. B+13.67 AND 4TH AVE STA. 70+00 TO 4TH AVE STA. 80+87.
 ACCESS AND USE FOR PARCEL 1-19590 WILL BE PERMITTED AS CLEARANCES PERMIT ACROSS BRIDGE PIER FOUNDATIONS ON THE EB90 LINE SURVEY AS SHOWN ON THIS PLAN FROM STA. EB90 15+47.99 TO STA. EB90 22+13.65.
 ACCESS AND USE FOR PARCEL 1-19591 WILL BE PERMITTED AS CLEARANCES PERMIT ACROSS BRIDGE PIER FOUNDATIONS ON THE EB90 LINE SURVEY AS SHOWN ON THIS PLAN FROM STA. EB90 23+66.61 TO STA. EB90 23+63.24.
 ACCESS AND USE FOR PARCEL 1-19592 WILL BE PERMITTED AS CLEARANCES PERMIT ACROSS BRIDGE PIER FOUNDATIONS ON THE EB90 LINE SURVEY AS SHOWN ON THIS PLAN FROM STA. EB90 19+16.76 TO STA. EB90 23+63.24 FOR TRANSIT ONLY ROAD PURPOSES.
 FOR RIGHT OF WAY AND LIMITED ACCESS NORTHERLY OF STA. EB90 23+62.27 SEE SR 90 4TH AVE S TO AIRPORT WAY S, SHEET 3 OF 6 SHEETS, APPROVED AND ADOPTED MAY 27, 2005.
 ACCESS TO AND FROM PARCEL 1-19592 SHALL BE PROHIBITED AS SHOWN ON SR 90 CONNECTICUT ST. INTERCHANGE, 4TH AVE S AND TRANSIT RAMPS, SHEET 3 OF 5 SHEETS, APPROVED AUGUST 21, 1993, AND SHEET 3 OF 5 SHEETS, APPROVED OCTOBER 19, 1993.
 METRO EMPLOYEES ARE ALLOWED ACCESS UNDER THE EB90 LINE STRUCTURE ON LT. BETWEEN STA. EB90 15+13.04 AND STA. EB90 23+63.24 ACCESS FROM 4TH AVE S BETWEEN STA. 4TH AVE 74+38.80 AND STA. 4TH AVE 75+38.80.
 AIR SPACE CORRIDOR:
 THE STATE SHALL HAVE THE RIGHT OF ACCESS UNDER THE STRUCTURE BETWEEN STA. EB90 15+13.04 AND STA. EB90 23+62.27, RT. & LT. TO CONSTRUCT, INSPECT, MAINTAIN & REPAIR THE STRUCTURE, APPURTENANCES AND/OR RIGHT OF WAY FROM GROUND LEVEL.

PARCEL NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER RT.	EASMT
TOTAL AREA IS FROM ASSESSORS RECORDS UNLESS OTHERWISE NOTED.					

OWNERSHIPS

ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED.



FOR R/W AND LIA EASTERLY SEE SR 90, 4TH AVE S TO AIRPORT WAY S, APPROVED MAY 27, 2005.

THIS PLAN SUPERSEDES SR 519, EASTBOUND KNOXING VICINITY AND SR 90 CONNECTION, SHEETS 1 THRU 4 OF 4 SHEETS, APPROVED SEPTEMBER 4, 1998.

ACCESS FEATURES APPROVED, AFTER SECURING HEARING WAIVER FROM PARCEL NO. 1-19590, BY STATE DESIGN ENGINEER ON MARCH 14, 2001.

ACCESS FEATURES APPROVED, AFTER SECURING HEARING WAIVERS, BY DEPUTY STATE DESIGN ENGINEER ON APRIL 7, 2000.

FOR ADDITIONAL R/W & LIA BELOW 4TH AVE STRUCTURE SEE SR 90, CONNECTICUT ST. INTERCHANGE, 4TH AVE S AND TRANSIT RAMPS, APPROVED OCTOBER 19, 1993 AND AUGUST 23, 1995, AND SR 90, 4TH AVE S TO AIRPORT WAY S, APPROVED MAY 27, 2005.

LIMITED ACCESS FEATURES SHOWN ARE TENTATIVELY APPROVED BY THE RIGHT OF WAY PLANS MANAGER.

SR 519 MP 0.00 TO MP 0.24

4TH AVE. S TO 1ST AVE. S.

KING COUNTY

RIGHT OF WAY AND LIMITED ACCESS PLAN
 FULL CONTROL
 STATION EB90 15+13.04 TO STATION EB90 26+21.71
 WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
 OLYMPIA, WASHINGTON



APPROVED AND ADOPTED SEPTEMBER 1, 2011

Sheryl C. R. King
 RIGHT OF WAY PLANS MANAGER

Reference	Approval	Revision	Description	By

OWNERSHIPS, RIGHT OF WAY AND EASEMENTS

GCA6868 - EXHIBIT E
 PAGE 2 OF 3 10-02-12



Wed 9/2/2011 3:20:16 PM File: G:\303013_ROW_Plan\RW_CAD_File\Wsp\Ar\ch\se\AA\Ar\sr519\4th Ave. S. to 1st Ave. S\SR519RW2Sheet2.dwg

LEGEND

ACCESS TO BE PROHIBITED SHOWN THUS

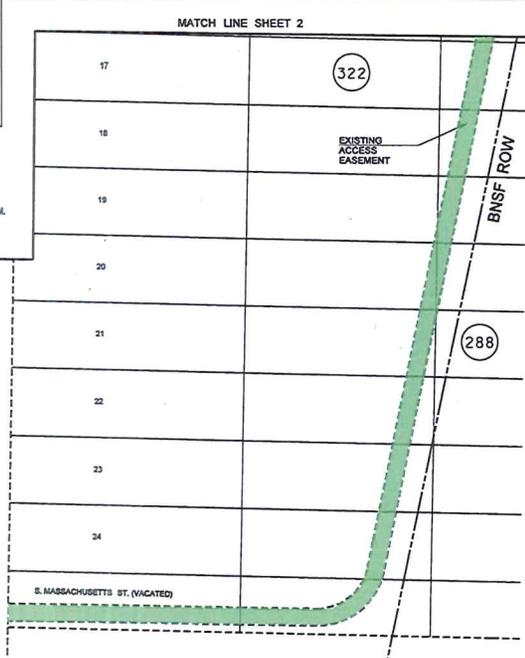
PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

SCALE IN FEET

SEATTLE TIDE LANDS

THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED FROM CITY OF SEATTLE STREET INTERSECTION COORDINATE SYSTEM. THE DISTANCES SHOWN ARE GROUND DISTANCES. GROUND DISTANCES AND GRID DISTANCES ARE THE SAME.

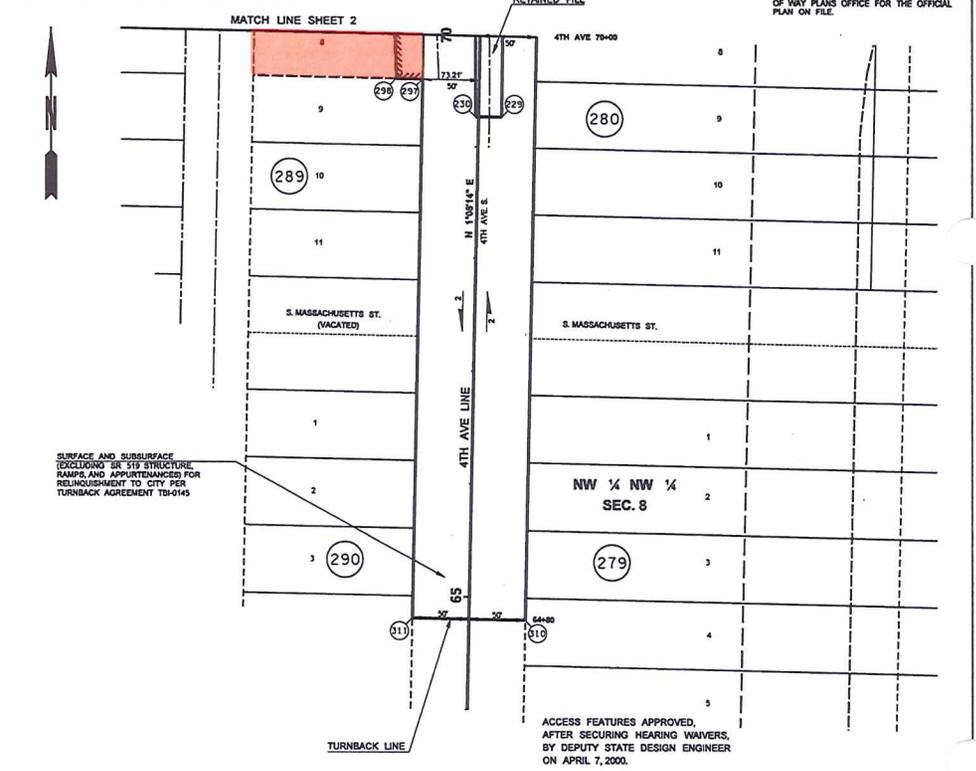


LEGEND

- State Acquired Properties
- State Acquired Air Space
- State Acquired Access Easement

PARCEL NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER RT.	EASMT
OWNERSHIPS					
TOTAL AREA IS FROM ASSESSORS RECORDS UNLESS OTHERWISE NOTED.					
ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED.					

CITY OF SEATTLE



THIS PLAN SUPERSEDES SR 519, EASTBOUND KINGDOM VICINITY AND SR 50 CONNECTION, SHEETS 1 THRU 4 OF 4 SHEETS, APPROVED SEPTEMBER 4, 1998.

SR 519 MP 0.00 TO MP 0.24

4TH AVE. S. TO 1ST AVE. S.

KING COUNTY

RIGHT OF WAY PLAN
STATION 4TH AVE 64+80 TO STATION 4TH AVE 70+00
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON

APPROVED AND ADOPTED SEPTEMBER 1, 2011

SJ CPEL
RIGHT OF WAY PLANS MANAGER

PROJECT ENGINEER

SHEET 4 OF 6 SHEETS

Reference	Approval	Revision Description	By



Exhibit E to SPOC SR 519 Project Acquisition ORD ATT 1

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

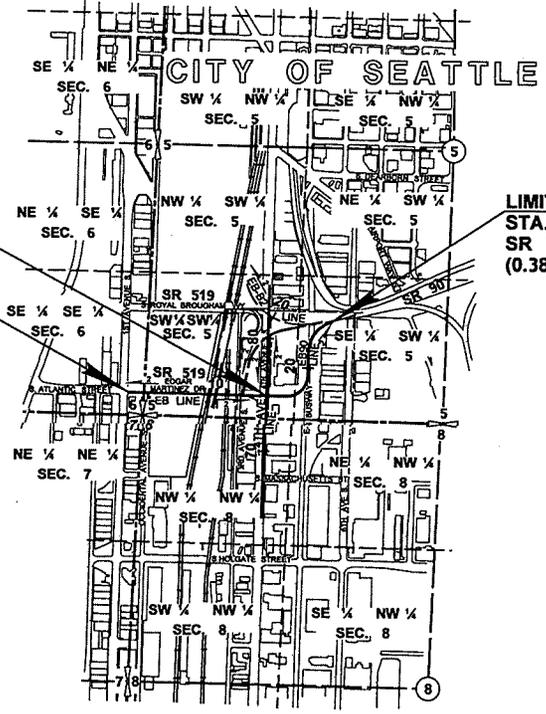
ALL PLANS ARE SUBJECT TO CHANGE. OWNERSHIP SHOULD BE VERIFIED. PROPOSED PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED. PARTIES SEEKING CURRENT INFORMATION SHOULD CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS RIGHT OF WAY PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE.



BEGINNING OF PLAN
 STA. EB 5+00 P.O.T. AHD.=
 STA. EB90 15+13.04 P.O.T. BK.
 MP 0.00

END OF PLAN
 STA. EB 17+73.52 P.O.T.
 MP 0.24

LIMIT OF PLAN
 STA. EB90 26+45.94=
 SR 90 STA. EB-B2 26+72.35
 (0.38' RT.)



VICINITY MAP
 TOTAL LENGTH OF PLAN = 0.24 MILE

THIS PLAN SUPERSEDES SR 519, EASTBOUND; KINGDOM VICINITY AND SR 63 CONNECTION, SHEETS 1 THRU 4 OF 4 SHEETS, APPROVED SEPTEMBER 4, 1998.

SR 519
4TH AVE. S. TO
1ST AVE. S.
 KING COUNTY

VICINITY MAP
 STATION EB 5+00 TO STATION EB 17+73.52
 MP 0.00 TO MP 0.24
 WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
 OLYMPIA, WASHINGTON



APPROVED AND ADOPTED SEPTEMBER 1, 2011

SN CPL
 RIGHT OF WAY PLANS MANAGER

PROJECT ENGINEER SHEET 1 OF 6 SHEETS

LEGEND

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

SCALE IN FEET
 0 300 1000

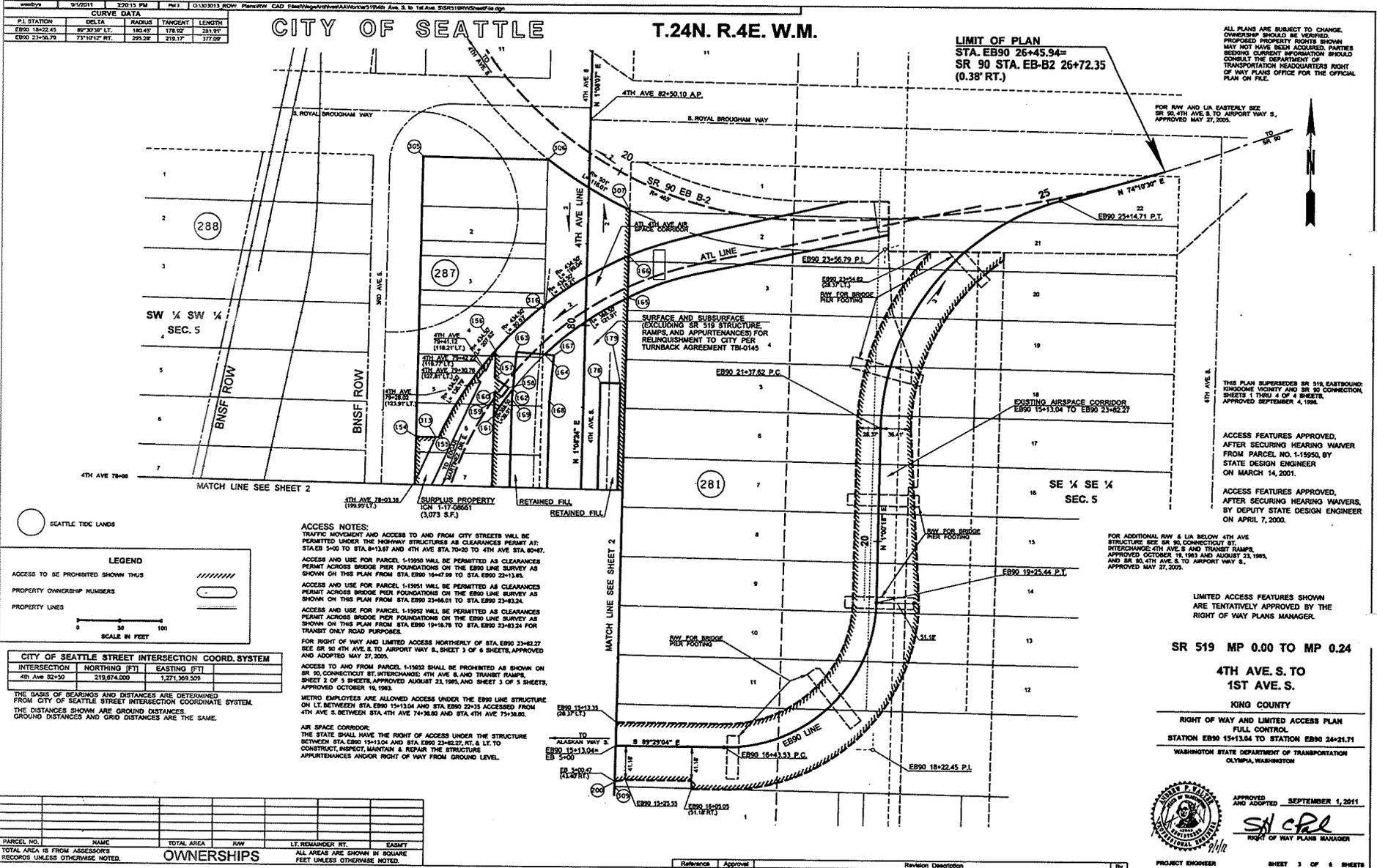
Reference	Approval	Revision Description	By

Exhibit F to SR 519 Project Acquisition ORD ATT 1



Joyce Kling, SNOT SR 519 Project Acquisition ORD ATT 1 EXH F, March 14, 2014, Version #1

Joyce King, SDOT SR 519 Project Acquisition ORD ATT 1 EXH F, March 14, 2014, Version #1



P.L. STATION	DELTA	RADIUS	TANGENT	LENGTH
EB90 18+22.43	89°30'30" LT.	180.42	178.92	281.97
EB90 23+26.79	73°10'13" RT.	293.26	218.17	377.09

CITY OF SEATTLE **T.24N. R.4E. W.M.**

LIMIT OF PLAN
 STA. EB90 26+45.94=
 SR 90 STA. EB-B2 26+72.35
 (0.38' RT.)

ALL PLANS ARE SUBJECT TO CHANGE. OWNERSHIP SHOULD BE VERIFIED. PROPOSED PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED. PARTIES SEEKING CURRENT INFORMATION SHOULD CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS RIGHT OF WAY PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE.

FOR ROW AND LIA EASTERLY SEE SR 90 4TH AVE S TO AIRPORT WAY S, APPROVED MAY 27, 2009.

THIS PLAN SUPERSEDES SR 519, EASTBOUND, FUNDING VOUCHER AND SR 90 CONNECTION, SHEETS 1 THRU 4 OF 4 SHEETS, APPROVED SEPTEMBER 4, 1994.

ACCESS FEATURES APPROVED, AFTER SECURING HEARING WAIVER FROM PARCEL NO. 1-15950, BY STATE DESIGN ENGINEER ON MARCH 14, 2001.

ACCESS FEATURES APPROVED, AFTER SECURING HEARING WAIVERS, BY DEPUTY STATE DESIGN ENGINEER ON APRIL 7, 2000.

FOR ADDITIONAL ROW & LIA BELOW 4TH AVE STRUCTURE SEE SR 90 CONNECTICUT ST INTERCHANGE, 4TH AVE S AND TRANSIT RAMP, APPROVED OCTOBER 19, 1983 AND AUGUST 23, 1985, AND SR 90 4TH AVE S TO AIRPORT WAY S, APPROVED MAY 27, 2009.

LIMITED ACCESS FEATURES SHOWN ARE TENTATIVELY APPROVED BY THE RIGHT OF WAY PLANS MANAGER.

SR 519 MP 0.00 TO MP 0.24
4TH AVE. S. TO 1ST AVE. S.
KING COUNTY
 RIGHT OF WAY AND LIMITED ACCESS PLAN
 FULL CONTROL
 STATION EB90 15+13.04 TO STATION EB90 24+21.71
 WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
 OLYMPIA, WASHINGTON



APPROVED AND ADOPTED SEPTEMBER 1, 2011
SNCP
 RIGHT OF WAY PLANS MANAGER

LEGEND

ACCESS TO BE PROHIBITED SHOWN THIS

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

SCALE IN FEET
 0 50 100

CITY OF SEATTLE STREET INTERSECTION COORD. SYSTEM

INTERSECTION	NORTHING (FT)	EASTING (FT)
4th Ave S2+50	219,674.000	1,271,369.309

THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED FROM CITY OF SEATTLE STREET INTERSECTION COORDINATE SYSTEM. THE DISTANCES SHOWN ARE GROUND DISTANCES. GROUND DISTANCES AND GRID DISTANCES ARE THE SAME.

ACCESS NOTES:
 TRAFFIC MOVEMENT AND ACCESS TO AND FROM CITY STREETS WILL BE PERMITTED UNDER THE HIGHWAY STRUCTURES AS CLEARANCES PERMIT AT: STABLES 3402 TO STA. 8+13.87 AND 4TH AVE STA. 70+00 TO 4TH AVE STA. 80+47.
 ACCESS AND USE FOR PARCEL 1-15950 WILL BE PERMITTED AS CLEARANCES PERMIT ACROSS BRIDGE PIER FOUNDATIONS ON THE EB90 LINE SURVEY AS SHOWN ON THIS PLAN FROM STA. EB90 19+47.99 TO STA. EB90 22+13.85.
 ACCESS AND USE FOR PARCEL 1-15951 WILL BE PERMITTED AS CLEARANCES PERMIT ACROSS BRIDGE PIER FOUNDATIONS ON THE EB90 LINE SURVEY AS SHOWN ON THIS PLAN FROM STA. EB90 23+46.01 TO STA. EB90 23+43.24.
 ACCESS AND USE FOR PARCEL 1-15952 WILL BE PERMITTED AS CLEARANCES PERMIT ACROSS BRIDGE PIER FOUNDATIONS ON THE EB90 LINE SURVEY AS SHOWN ON THIS PLAN FROM STA. EB90 19+18.78 TO STA. EB90 23+43.24 FOR TRANSIT ONLY ROAD PURPOSES.
 FOR RIGHT OF WAY AND LIMITED ACCESS NORTHERLY OF STA. EB90 23+42.27 SEE SR 90 4TH AVE S TO AIRPORT WAY S, SHEET 3 OF 6 SHEETS, APPROVED AND ADOPTED MAY 27, 2009.
 ACCESS TO AND FROM PARCEL 1-15952 SHALL BE PROHIBITED AS SHOWN ON SHEET 2 OF 3 SHEETS, APPROVED AUGUST 21, 1995, AND SHEET 3 OF 5 SHEETS, APPROVED OCTOBER 18, 1983.
 METRO EMPLOYEES ARE ALLOWED ACCESS UNDER THE EB90 LINE STRUCTURE ON LT. BETWEEN STA. EB90 15+13.04 AND STA. EB90 22+35 ACCESSED FROM 4TH AVE S BETWEEN STA. 4TH AVE STA. 74+38.80 AND STA. 4TH AVE STA. 73+38.80.
 AIR SPACE CORRIDOR:
 THE STATE SHALL HAVE THE RIGHT OF ACCESS UNDER THE STRUCTURE BETWEEN STA. EB90 15+13.04 AND STA. EB90 23+42.27, RT. & LT. TO CONSTRUCT, INSPECT, MAINTAIN & REPAIR THE STRUCTURE APPURTENANCES AND/OR RIGHT OF WAY FROM GROUND LEVEL.

PARCEL NO.	NAME	TOTAL AREA	ROW	LT. REMAINDER, RT.	EASMT
OWNERSHIPS					
TOTAL AREA IS FROM ASSESSORS RECORDS UNLESS OTHERWISE NOTED.					

Reference	Approval	Revision Description	BY



LEGEND

ACCESS TO BE PROHIBITED SHOWN THUS

PROPERTY OWNERSHIP NUMBERS

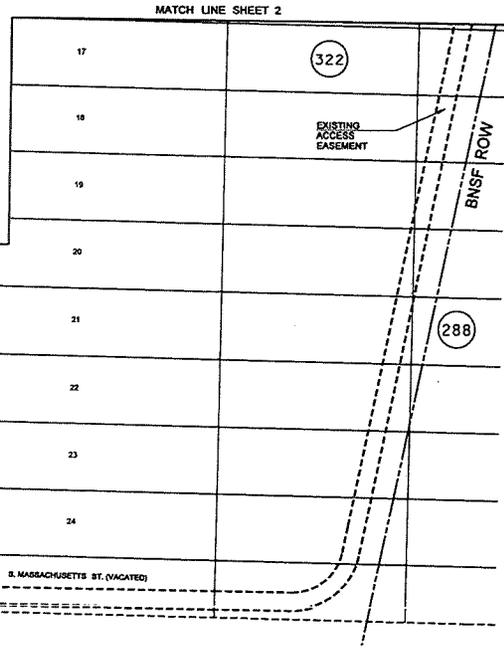
PROPERTY LINES

SCALE IN FEET

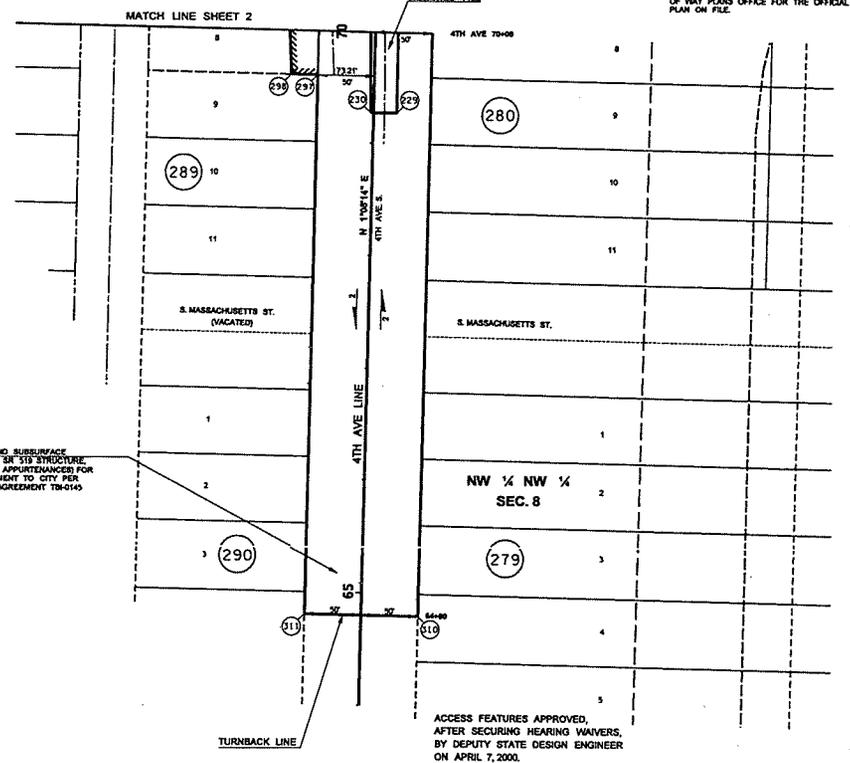
0 50 100

SEATTLE TIDC LANDS

THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED FROM CITY OF SEATTLE STREET INTERSECTION COORDINATE SYSTEM. THE DISTANCES SHOWN ARE GROUND DISTANCES. GROUND DISTANCES AND GRID DISTANCES ARE THE SAME.



CITY OF SEATTLE



ALL PLANS ARE SUBJECT TO CHANGE. OWNERSHIP SHOULD BE VERIFIED. PROPOSED PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED. PARTIES SEEKING CURRENT INFORMATION SHOULD CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS RIGHT OF WAY PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE.

SURFACE AND SUBSURFACE INCLUDING SR 519 STRUCTURE, RAMPS AND APPURTENANCES FOR RELINQUISHMENT TO CITY PER TURNBACK AGREEMENT TR-0145

PARCEL NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER RT.	EASMT
OWNERSHIPS					
TOTAL AREA IS FROM ASSESSORS RECORDS UNLESS OTHERWISE NOTED.					
ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED.					

THIS PLAN SUPERSEDES SR 519 EASTBOUND, KINGDOM HIGHWAY AND SR 50 CONNECTION, SHEETS 1 THRU 4 OF 4 SHEETS, APPROVED SEPTEMBER 4, 1996.

SR 519 MP 0.00 TO MP 0.24

4TH AVE. S. TO 1ST AVE. S.

KING COUNTY

RIGHT OF WAY PLAN
STATION 4TH AVE 64+00 TO STATION 4TH AVE 70+00
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON



APPROVED AND ADOPTED SEPTEMBER 1, 2011

SJL
RIGHT OF WAY PLANS MANAGER

PROJECT ENGINEER SHEET 4 OF 6 SHEETS

Reference	Approval	Revision Description	By

RIGHT OF WAY AND LIMITED ACCESS PLAN

GCA6868 - EXHIBIT F
PAGE 4 OF 6 03-15-12



Joyce King, SDOT SR 519 Project Acquisition ORD - VTT 1 EXH F, March 14, 2014, Version #1

THIS PLAN SUPERSEDES SR 519 EASTBOUND KINGDOME VICINITY AND SR 90 CONNECTION, SHEETS 1 THRU 4 OF 4 SHEETS. APPROVED SEPTEMBER 4, 1998.

T.24N. R.4E. W.M. CITY OF SEATTLE

Sheet: SFD001 3:20:18 PM Plan: 4 03/30/2015 ROW Plans: RW CAD File: \\map\at\ch\m\A\B\K\K\191404_Ave 5 to 1st Ave_SDR519SRVSheet6.dwg

LEGEND

ACCESS TO BE PROHIBITED SHOWN THIS

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

SEATTLE TIDE LANS

SCALE IN FEET

ALL PLANS ARE SUBJECT TO CHANGE. OWNERSHIP SHOULD BE VERIFIED. PROPOSED PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED. PARTIES SEEKING CURRENT INFORMATION SHOULD CONSULT THE DEPARTMENT OF TRANSPORTATION'S RIGHTS ACQUISITION UNIT. OF WAY PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE.

1-15947--WSDOT (EB AIR SPACE CORRIDOR) LYING ABOVE ELEVATION 34' BASED ON NAVD 88 VERTICAL DATUM

PT	STATION	OFFSET	N/E/W	AREA (SF)
181	EB 5+05.78	36.09' RT.	32'	27,642
182	EB 6+52.60	36.09' RT.	32'	
183	EB 6+56.60	44.59' RT.	32'	
185	EB 6+82.33	41.07' RT.	32'	
186	EB 6+82.33	33.27' RT.	32'	
187	EB 7+31.78	33.27' RT.	32'	
188	EB 7+31.78	39.13' RT.	32'	
189	EB 7+39.55	39.13' RT.	32'	
190	EB 7+37.95	52.88' RT.	32'	
191	EB 7+49.12	53.00' RT.	32'	
192	EB 8+13.66	50' RT.	32'	
201	EB 7+48.65	98.00' RT.	32'	
302	4TH AVE 75+85.00	93.75' LT.	32'	
303	4TH AVE 76+96.00	107' LT.	32'	
304	4TH AVE 76+96.00	107' LT.	32'	
156	4TH AVE 79+66.74	107' LT.	32'	
R=434.50	L=126.79			
195	4TH AVE 78+58.72	129.52' LT.	32'	
154	4TH AVE 78+58.72	199.82' LT.	32'	
305	4TH AVE 82+00.00	199.97' LT.	32'	
306	4TH AVE 82+00.00	50' LT.	32'	
R=501.00	L=116.01			
307	4TH AVE 81+41.70	50' RT.	32'	
308	4TH AVE 75+39.58	50' RT.	32'	
309	4TH AVE 74+39.58	50' RT.	32'	
310	4TH AVE 64+80.00	50' RT.	32'	
311	4TH AVE 64+80.00	50' LT.	32'	

1-15947--WSDOT (ATL 3RD AVE AIR SPACE CORRIDOR) LYING ABOVE ELEVATION 34' BASED ON NAVD 88 VERTICAL DATUM

PT	STATION	OFFSET	N/E/W	AREA (SF)
190	EB 7+37.85	52.88' RT.	32'	5,200
191	EB 7+49.12	53.00' RT.	32'	
100	EB 8+13.66	50' RT.	32'	
203	EB 7+86.15	83.57' RT.	32'	
204	4TH AVE 77+67.18	199.78' LT.	32'	
205	4TH AVE 77+25.19	199.77' LT.	32'	
206	4TH AVE 77+25.50	201.62' LT.	32'	
207	4TH AVE 77+11.68	203.90' LT.	32'	
208	4TH AVE 77+11.00	199.76' LT.	32'	
209	EB 7+48.65	98.00' RT.	32'	
210	EB 7+32.29	97.88' RT.	32'	

1-15947--WSDOT (ATL PIER 1E FOUNDATION)

PT	STATION	OFFSET	AREA (SF)
238	EB 7+42.26	44.35' LT.	251
239	EB 7+58.09	44.59' LT.	
240	EB 7+57.85	60.42' RT.	
241	EB 7+42.02	60.18' LT.	

--WSDOT (ATL PIER 1W & EB PIER 5 FOUNDATION)

PT	STATION	OFFSET	AREA (SF)
234	EB 8+13.66	50' LT.	1,657
235	EB 8+13.66	65.52' RT.	
236	EB 7+99.31	65.52' RT.	
237	EB 7+99.31	49.87' LT.	

1-15947--WSDOT (E-S PIER 3 FOUNDATION)

PT	STATION	OFFSET	AREA (SF)
277	4TH AVE 72+85.11	52.70' LT.	196
278	4TH AVE 72+84.33	66.68' LT.	
279	4TH AVE 72+98.31	67.47' LT.	
280	4TH AVE 72+99.09	53.49' LT.	

1-15947--WSDOT (E-S PIER 4 FOUNDATION)

PT	STATION	OFFSET	AREA (SF)
281	4TH AVE 73+75.10	59.45' LT.	196
282	4TH AVE 73+74.32	13.41' LT.	
283	4TH AVE 73+88.25	74.20' LT.	
284	4TH AVE 73+89.08	60.22' LT.	

--WSDOT (E-N PIER 5 FOUNDATION)

PT	STATION	OFFSET	AREA (SF)
269	4TH AVE 75+76.14	27.18' RT.	169
270	4TH AVE 75+89.14	27.18' RT.	
271	4TH AVE 75+89.14	40.18' RT.	
272	4TH AVE 75+76.14	40.18' RT.	

--WSDOT (E-N PIER 6 FOUNDATION)

PT	STATION	OFFSET	AREA (SF)
242	EB 7+17.78	38.91' LT.	1,010
243	EB 7+31.78	38.91' LT.	
187	EB 7+31.78	33.27' RT.	
312	EB 7+17.78	33.27' RT.	

1-15947--WSDOT (EB PIER 7 & S-E PIER 4 FOUNDATION)

PT	STATION	OFFSET	AREA (SF)
244	EB 6+53.79	62.37' LT.	2,110
245	EB 6+45.16	95' LT.	
246	EB 6+45.16	35.62' LT.	
247	EB 6+45.16	45.71' RT.	
248	EB 5+89.19	45.10' RT.	
249	EB 5+89.33	32.10' RT.	
250	EB 6+31.16	32.56' RT.	
251	EB 6+31.16	41.81' LT.	

--WSDOT (N-E PIER 2 FOUNDATION)

PT	STATION	OFFSET	AREA (SF)
285	4TH AVE 71+99.99	4.83' RT.	169
286	4TH AVE 71+99.26	8.15' LT.	
287	4TH AVE 72+12.24	8.87' LT.	
288	4TH AVE 72+12.91	4.11' RT.	

--WSDOT (N-E PIER 3 FOUNDATION)

PT	STATION	OFFSET	AREA (SF)
290	4TH AVE 72+78.61	0.45' RT.	169
291	4TH AVE 72+77.88	12.53' LT.	
291	4TH AVE 72+90.86	13.25' LT.	
292	4TH AVE 72+91.59	0.27' LT.	

--WSDOT (N-E PIER 4 FOUNDATION)

PT	STATION	OFFSET	AREA (SF)
293	4TH AVE 73+57.22	3.93' LT.	169
294	4TH AVE 73+56.50	16.91' LT.	
295	4TH AVE 73+49.48	17.65' LT.	
296	4TH AVE 73+70.20	4.65' LT.	

SEATTLE CITY LIGHT EASEMENT SURPLUS PROPERTY (IC 11-17-08861)

PT	STATION	OFFSET	AREA (SF)	
-	4TH AVE 77+53.26	199.95' LT.	3,073	
-	4TH AVE 78+03.38	199.95' LT.		
-	4TH AVE 78+56.72	175.87' LT.		
-	4TH AVE 78+56.72	175.87' LT.		
R=434.50	L=126.79			
156	4TH AVE 79+66.74	107' LT.		
-	4TH AVE 79+41.12	118.21' LT.		
-	4TH AVE 79+42.22	119.77' LT.		
-	4TH AVE 79+32.76	127.81' LT.		
-	4TH AVE 79+32.00	125.91' LT.		

1-15947--WSDOT (S-E & N-RAMP AIR SPACE CORRIDOR) LYING ABOVE AN INCLINED PLANE OF ELEVATION 21' AT THE NORTH AND 32' AT THE SOUTH BASED ON NAVD 88 VERTICAL DATUM

PT	STATION	OFFSET	N/E/W	AREA (SF)
170	4TH AVE 77+67.33	85.90' LT.	21'	18,238
171	4TH AVE 77+67.33	40.73' LT.	21'	
172	4TH AVE 75+02.72	40.73' LT.	28.4'	
173	4TH AVE 75+11.96	35.53' LT.	29.8'	
174	4TH AVE 75+44.61	20.51' LT.	31'	
175	4TH AVE 75+44.61	13.29' RT.	31'	
176	4TH AVE 75+73.90	19.83' RT.	29.4'	
177	4TH AVE 77+34.12	19.83' RT.	21'	
178	4TH AVE 77+34.12	43.83' RT.	21'	
180	4TH AVE 77+34.12	43.83' RT.	21'	
182	EB 6+52.60	36.09' RT.	32'	
183	EB 6+56.60	44.59' RT.	32'	
184	4TH AVE 75+66.00	85.90' LT.	30'	

1-15947--WSDOT (ATL 4TH AVE AIR SPACE CORRIDOR) LYING ABOVE ELEVATION 34' BASED ON NAVD 88 VERTICAL DATUM

PT	STATION	OFFSET	N/E/W	AREA (SF)
156	4TH AVE 79+66.74	107' LT.	34'	8,599
157	4TH AVE 79+33.26	107' LT.	34'	
158	4TH AVE 79+21.54	90.30' LT.	34'	
159	4TH AVE 79+10.08	98.34' LT.	34'	
160	4TH AVE 79+16.17	107' LT.	34'	
161	4TH AVE 78+86.88	107' LT.	34'	
R=388.50	L=93.91			
162	4TH AVE 79+20.17	85.03' LT.	34'	
163	4TH AVE 79+65.63	81.05' LT.	34'	
164	4TH AVE 79+63.47	47.94' LT.	34'	
R=388.50	L=93.91			
165	4TH AVE 80+35.22	50' RT.	34'	
166	4TH AVE 80+86.25	50' RT.	34'	
R=434.50	L=119.04			

1-15947--WSDOT (S-E RETAINED FILL)

PT	STATION	OFFSET	AREA (SF)
163	4TH AVE 79+65.63	81.05' LT.	9,324
164	4TH AVE 79+63.47	47.94' LT.	
165	4TH AVE 79+63.47	47.94' LT.	
171	4TH AVE 77+67.33	40.73' LT.	
170	4TH AVE 77+67.33	85.90' LT.	
169	4TH AVE 79+07.63	85.90' LT.	

--WSDOT (E-N RETAINED FILL)

PT	STATION	OFFSET	AREA (SF)
177	4TH AVE 77+34.12	19.83' RT.	4,722
178	4TH AVE 79+30.89	19.83' RT.	
179	4TH AVE 79+30.89	43.83' RT.	
180	4TH AVE 77+34.12	43.83' RT.	

--WSDOT (EB PIER 8 & S-E PIER 4 FOUNDATION)

PT	STATION	OFFSET	AREA (SF)
252	EB 5+51.36	65.15' LT.	1,547
253	EB 5+65.36	65.15' LT.	
254	EB 5+65.36	44.84' RT.	
255	EB 5+51.36	44.69' RT.	

--WSDOT (EB PIER 9 & E-N PIER 4 FOUNDATION)

PT	STATION	OFFSET	AREA (SF)
200	EB 5+00.50	44.09' LT.	1,473
256	EB 5+14.62	44.09' LT.	
257	EB 5+14.62	32.32' RT.	
258	EB 5+27.49	32.32' RT.	
259	EB 5+27.49	45.32' RT.	
260	EB 5+13.51	45.32' RT.	

WSDOT-- WSDOT RETAINED PROPERTY

PT	STATION	OFFSET	AREA (SF)	
154	4TH AVE 78+58.72	199.82' LT.	31,039	
155	4TH AVE 78+58.72	172.50' LT.		
R=434.50	L=126.79			
156	4TH AVE 79+66.74	107' LT.		
157	4TH AVE 79+33.26	107' LT.		
158	4TH AVE 79+21.54	90.30' LT.		
159	4TH AVE 79+10.08	98.34' LT.		
160	4TH AVE 79+16.17	107' LT.		
304	4TH AVE 76+96.00	107' LT.		
303	4TH AVE 76+96.00	93.75' LT.		
302	4TH AVE 75+85.00	93.75' LT.		
209	EB 7+48.65	98' RT.		
208	4TH AVE 77+41	199.76' LT.		
207	4TH AVE 77+11.68	203.90' LT.		
206	4TH AVE 77+25.50	201.62' LT.		
205	4TH AVE 77+25.19	199.77' LT.		

1-15947--WSDOT (E-S RAMP AIR SPACE CORRIDOR) LYING ABOVE AN INCLINED PLANE OF ELEVATION 32' AT THE NORTH AND 22.68' AT THE SOUTH BASED ON NAVD 88 VERTICAL DATUM

PT	STATION	OFFSET	N/E/W	AREA (SF)
194	EB 6+55.71	66.38' LT.	32'	8,020
195	EB 6+20.90	34.31' LT.	32'	
217	4TH AVE 74+12.98	50.39' LT.	30.6'	
218	4TH AVE 74+12.00	39.59' LT.	22'	
224	4TH AVE 72+19.33	69.47' LT.	22'	
225	4TH AVE 73+01.05	85.49' LT.	29.2'	

1-15947--WSDOT (E-S RETAINED FILL)

PT	STATION	OFFSET	AREA (SF)
218	4TH AVE 72+21.00	39.59' LT.	5,236
219	4TH AVE 70+22.30	28.42' LT.	
220	4TH AVE 70+21.16	48.61' LT.	
221	4TH AVE 70+86.67	52.29' LT.	
222	4TH AVE 70+86.17	61.32' LT.	
223	4TH AVE 72+04.19	61.96' LT.	
224	4TH AVE 72+19.33	69.47' LT.	

1-15947--WSDOT (N-E RAMP AIR SPACE CORRIDOR) LYING ABOVE AN INCLINED PLANE OF ELEVATION 32' AT THE NORTH AND 23.0' AT THE SOUTH BASED ON NAVD 88 VERTICAL DATUM

PT	STATION	OFFSET	N/E/W	AREA (SF)
198	EB 5+74.47	67.61' LT.	32'	6,801
199	EB 5+37.58	68' LT.	32'	
226	4TH AVE 73+79.12	0.65' RT.	30.6'	
227	4TH AVE 71+49.91	13.43' RT.	23'	
227	4TH AVE 71+48.57	10.53' LT.	23'	
223	4TH AVE 73+83.63	83.63' LT.	30.7'	

--WSDOT (N-E RETAINED FILL)

PT	STATION	OFFSET	AREA (SF)
227	4TH AVE 71+49.91	13.43' RT.	5,372
228	4TH AVE 70+43.77	19.57' RT.	
229	4TH AVE 69+27.48	20.45' RT.	
230	4TH AVE 69+27.25	2.84' LT.	
231	4TH AVE 70+19.02	4.42' LT.	
232	4TH AVE 71+48.57	10.53' LT.	

1-15947--WSDOT (S-E PIER 3 FOUNDATION)

PT	STATION	OFFSET	AREA (SF)
261	4TH AVE 75+96.23	49.05' LT.	375
262	4TH AVE 75+96.23	77.89' LT.	
263	4TH AVE 76+09.23	77.89' LT.	
264	4TH AVE 76+09.23	49.05' LT.	

1-15947--WSDOT (S-E PIER 2 FOUNDATION)

PT	STATION	OFFSET	AREA (SF)
265	4TH AVE 76+86.45	49.05' LT.	375
266	4TH AVE 76+86.45	77.89' LT.	
267	4TH AVE 76+99.45	77.89' LT.	
268	4TH AVE 76+99.45	49.05' LT.	

SR 519 MP 0.00 TO 0.

Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH G
March 14, 2014
Version #1

**MEMORANDUM OF AGREEMENT
GCA 6868
FOR SR 519/I-90 INTERMODAL ACCESS – I/C IMPROVEMENTS PROJECT
TRANSFER OF REAL PROPERTY INTERESTS
AND CITY INFRASTRUCTURE
TO THE
CITY OF SEATTLE**

**Exhibit G
Quitclaim Deed**



Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH G
March 14, 2014
Version #1

AFTER RECORDING RETURN TO:

ATTN: REAL ESTATE SERVICES
DEPARTMENT OF TRANSPORTATION
P.O. BOX 4 7338
OLYMPIA, WA 98504-7338

Document Title: Quitclaim Deed

Reference Number of Related Document: N/A

Grantor(s): State of Washington

Grantee(s): City of Seattle

Legal Description: Ptn of SE-SE, Sec 6; SW-SW & SE-SW, Sec 5; NW-NW, Sec 8, all in T24N, R4E

Additional Legal Description is on Exhibit A of document

Assessor's Tax Parcel Number: Not applicable, public road

QUITCLAIM DEED

RE: SR 519, 4th Ave. S. to 1st Ave. S.

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF WASHINGTON, Grantor, for and in accordance with that agreement of the parties entitled Memorandum of Agreement GCA 6868 For SR 519/I-90 Intermodal Access – I/C Improvements Project - Transfer of Real Property Interest and City Infrastructure to the City of Seattle, dated XXXX XX, 201X, hereby conveys and quitclaims unto the CITY OF SEATTLE, a municipal corporation in the State of Washington, Grantee, all Grantor's right, title, and interest under the jurisdiction of the Department of Transportation in and to the following described real property and infrastructure situated in King County, State of Washington:

For Legal Description and Additional Conditions
See Exhibits A and B attached hereto and made a part hereof.



Subject to all existing encumbrances, including easements, restrictions and reservations, if any.

The Grantee as part of consideration herein does hereby agree to comply with all civil rights and anti-discrimination requirements of Chapter 49.60 RCW as to the lands herein described.

The property interests herein described are not required for State highway purposes and are conveyed pursuant to the provisions of RCW 36.75.090 and RCW 47.52.210.

Dated at Olympia, Washington, this _____ day of _____, 2011.

STATE OF WASHINGTON

Secretary of Transportation

APPROVED AS TO FORM:

By: _____
Assistant Attorney General



EXHIBIT A To Quitclaim Deed
Legal Description

That portion of the Southwest quarter of the Southwest quarter of Section 5 and the Southeast quarter of the Southeast quarter of Section 6, all in Township 24 North, Range 4 East, W.M. lying within a tract of land described as beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 64+80.00 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 50 feet Easterly therefrom; thence Northerly, parallel with said line survey, to a point opposite HES 4th Ave 74+39.98 and 50 feet Easterly therefrom; thence continuing Northerly, parallel with said line survey, to a point opposite EB 5+00 on the EB line survey and 50 feet Easterly therefrom; continuing Northerly, parallel with said line survey, to a point opposite HES 4th Ave 75+39.98 and 50 feet Easterly therefrom; thence Northerly, to a point opposite HES 4th Ave 80+35.22 on said line survey and 50.00 feet Easterly therefrom; thence Northerly, parallel with said line survey, to a point opposite HES 4th Ave 80+86.25 thereon; thence Northerly, to a point opposite HES 4th Ave 81+41.70 on said line survey and 50.00 feet Easterly therefrom; thence Northwesterly, along a nontangent curve concave to the right having a radius of 501.00 feet an arc length of 116.01 feet to a point opposite, HES 4th Ave 82+00.00 on said line survey and 50.00 feet Southwesterly therefrom, said point being on the South line of S. Royal Brougham Way; thence Westerly, to a point opposite said HES and 199.97 feet Westerly therefrom; thence Southerly, to a point opposite HES 4th Ave 78+58.72 on said line survey and 199.82 feet Westerly therefrom; thence Easterly, to a point opposite said HES and 175.87 feet Westerly therefrom; thence Easterly, to a point opposite said HES and 172.52 feet Westerly therefrom; thence Northeasterly, along a nontangent curve concave to the right having a radius of 434.50 feet and an arc length of 126.79 feet, to a point opposite HES 4th Ave 79+66.74 on said line survey and 107.00 feet Westerly therefrom; thence Southerly, parallel with said line survey, to a point opposite HES 4th Ave 79+33.26 and 107 feet Westerly



therefrom; thence Southeasterly, to a point opposite HES 4th Ave 79+21.54 on said line survey and 90.30 feet Westerly therefrom; thence Southwesterly, , to a point opposite HES 4th Ave 79+10.08 and 98.34 feet Westerly therefrom; thence Northwesterly, to a point opposite HES 4th Ave 79+16.17 on said line survey and 107.00 feet Westerly therefrom; thence Southerly, parallel with said line survey, to a point opposite HES 4th Ave 78+86.88 and 107.00 feet Westerly therefrom; thence continuing Southerly, parallel with said line survey, to a point opposite HES 4th Ave 76+96.00 and 107.00 feet Westerly therefrom; thence Easterly, to a point opposite said HES and 93.75 feet Westerly therefrom; thence Southerly, parallel with said line survey, to a point opposite HES 4th Ave 75+85.00 and 93.75 feet Westerly therefrom; thence Westerly, to a point opposite HES EB 7+32.29 on the EB line survey of said highway and 97.88 feet Northerly therefrom; thence Westerly, to a point opposite EB 7+48.65 on said EB line survey and 98.00 feet Northerly therefrom; thence Southerly, to a point opposite HES EB 7+49.12 on said line survey and 53.00 feet Northerly therefrom; thence Westerly, to a point opposite HES EB 8+13.66 on said EB line survey and 50 feet Northerly therefrom; thence Southerly, to a point opposite said HES and 43.86 feet Southerly therefrom; thence Southerly, to a point opposite HES EB 8+13.66 on said EB line survey and 50 feet Southerly therefrom; thence Easterly, to a point opposite EB 7+99.31 on said EB line survey and 49.87 feet Southerly therefrom; thence Easterly, to a point opposite HES EB 7+50.20 on said EB line survey and 46.00 feet Southerly therefrom; thence Southerly, to a point opposite HES EB 7+50.86 on said EB line survey and 106.00 feet Southerly therefrom; thence Easterly, to a point opposite HES 4th Ave 73+80.00 on said 4th Ave line survey and 96.82 feet Westerly therefrom; thence Southerly, to a point opposite HES 4th Ave 69+60.00 on said 4th Ave line survey and 73.21 feet Westerly therefrom; thence Easterly, to a point opposite said HES and 50.00 feet Westerly therefrom; thence Southerly, parallel with said 4th Ave line survey, to a point opposite HES 4th Ave 64+80.00 and 50.00 feet Westerly therefrom; thence Easterly, to the point of beginning.



EXCEPTING THEREFROM the following tracts of land:

Tract 1:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 69+27.48 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 20.45 feet Easterly therefrom; thence Northerly, to a point opposite HES 4th Ave 70+43.77 on said line survey and 19.57 feet Easterly therefrom; thence Northwesterly, to a point opposite HES 4th Ave 71+49.91 on said line survey and 13.43 feet Easterly therefrom; thence Westerly, to a point opposite HES 4th Ave 71+48.57 on said line survey and 10.53 feet Westerly therefrom; thence Southerly, to a point opposite HES 4th Ave 70+19.02 on said line survey and 4.42 feet Westerly therefrom; thence Southerly, to a point opposite HES 4th Ave 69+27.25 on said line survey and 2.64 feet Westerly therefrom; thence Easterly, to the point of beginning.

Tract 2:

Beginning at opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 71+99.99 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 4.83 feet Easterly therefrom; thence Northwesterly, to a point opposite HES 4th Ave 72+12.97 on said line survey and 4.11 feet Easterly therefrom; thence Westerly, to a point opposite HES 4th Ave 72+12.24 on said line survey and 8.87 feet Westerly therefrom; thence Southerly, to a point opposite HES 4th Ave 71+99.26 on said line survey and 8.15 feet Westerly therefrom; thence Easterly, to the point of beginning.

Tract 3:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 72+78.61 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 0.45 feet Easterly therefrom; thence Northerly, to a point opposite HES 4th Ave 72+91.59 on said line survey and 0.27 feet Westerly therefrom; thence Westerly, to a point opposite HES 72+90.86 on



said line survey and 13.25 feet Westerly therefrom; thence Southerly, to a point opposite HES 4th Ave 72+77.88 on said line survey and 12.53 feet Westerly therefrom; thence Easterly, to the point of beginning.

Tract 4:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 73+57.22 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 3.93 feet Westerly therefrom; thence Northerly, to a point opposite HES 4th Ave 73+70.20 on said line survey and 4.65 feet Westerly therefrom; thence Westerly, to a point opposite HES 4th Ave 73+69.48 on said line survey and 17.63 feet Westerly therefrom; thence Southerly, to a point opposite HES 73+56.50 on said line survey and 16.91 feet Westerly therefrom; thence Easterly, to the point of beginning.

Tract 5:

Beginning at point opposite Highway Engineer's Station (hereinafter referred to as HES) EB 5+51.36 on the EB line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 65.75 feet Southerly therefrom; thence Northerly, to a point opposite said HES and 44.69 feet Northerly therefrom; thence Westerly, to a point opposite HES EB 5+65.36 on said line survey and 44.84 feet Northerly therefrom; thence Southerly, to a point opposite said HES and 65.75 feet Southerly therefrom; thence Easterly, to the point of beginning.

Tract 6:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB 5+00.50 on the EB line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 44.09 feet Easterly therefrom; thence Northerly, to a point opposite EB 90 15+13.33 on the EB line survey of said highway and 28.37 feet Northerly therefrom; thence Northerly, to a point opposite HS EB 90 15+13.51 on said EB 90 line and 45.32 feet Northerly therefrom; thence Westerly, to a point



opposite HES EB 5+27.49 on said EB line survey and 45.32 feet Northerly therefrom; thence Southerly, to a point opposite said HES and 32.32 feet Northerly therefrom; thence Easterly, parallel with said EB line survey, to a point opposite HES EB 5+14.62 and 32.32 feet Northerly therefrom; thence Southerly, to a point opposite said HES and 44.09 feet Southerly therefrom; thence Easterly, to the point of beginning.

Tract 7:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 75+76.14 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 40.18 feet Easterly therefrom; thence Northerly, parallel with said line survey, to a point opposite HES 4th Ave 75+89.14 40.18 feet Easterly therefrom; thence Westerly, to a point opposite said HES and 27.18 feet Easterly therefrom; thence Southerly, parallel with said line survey, to a point opposite HES 4th Ave 75+76.14 and 27.18 feet Easterly therefrom; thence Easterly, to the point of beginning.

Tract 8:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 76+61.44 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 40.18 feet Easterly therefrom; thence Northerly, parallel with said line survey, to a point opposite HES 76+74.44 and 40.18 feet Easterly therefrom; thence Westerly, to a point opposite said HES and 27.18 feet Easterly therefrom; thence Southerly, parallel with said line survey, to a point opposite HES 4th Ave 76+61.44 and 27.18 feet Easterly therefrom; thence Easterly, to the point of beginning.

Tract 9:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 77+34.12 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 43.83 feet



Easterly therefrom; thence Northerly, parallel with said line survey, to a point opposite HES 4th Ave 79+30.89 thereon; thence Westerly, to a point opposite said HES and 19.83 feet Easterly therefrom; thence Southerly, parallel with said line survey, to a point opposite HES 4th Ave 77+34.12 and 19.83 feet Easterly therefrom, thence Easterly, to the point of beginning.

Tract 10:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 77+67.33 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 40.73 feet Westerly therefrom; thence Northerly, parallel with said line survey, to a point opposite HES 4th Ave 79+06.06 thereon; thence Northeasterly, to a point opposite HES 4th Ave 79+62.76 on said line survey and 36.77 feet Westerly therefrom; thence Westerly, to a point opposite HES 4th Ave 79+63.47 on said line survey and 47.94 feet Westerly therefrom; thence Northwesterly, to a point opposite HES 4th Ave 79+65.63 on said line survey and 81.85 feet Westerly therefrom; thence Southwesterly, to a point opposite HES 4th Ave 79+20.17 on said line survey and 85.03 feet Westerly therefrom; thence Southwesterly, to a point opposite HES 4th Ave 77+67.33 on said line survey and 85.90 feet Westerly therefrom; thence Southerly, parallel with said line survey, to a point opposite HES 4th Ave 77+67.33 thereon; thence Easterly, to the point of beginning.

Tract 11:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 76+86.45 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 49.05 feet Westerly therefrom; thence Northerly, parallel with said line survey, to a point opposite HES 4th Ave 76+99.45 and 49.05 feet Westerly therefrom; thence Westerly, to a point opposite said HES and 77.89 feet Westerly therefrom; thence Southerly, parallel with said line survey, to a point opposite HES 4th Ave 76+86.45 thereon; thence Easterly, to the point of beginning.

Tract 12:



Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 75+96.23 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 49.05 feet Westerly therefrom; thence Northerly, parallel with said line survey, to a point opposite HES 4th Ave 76+09.23 and 49.05 feet Westerly therefrom; thence Westerly, to a point opposite said HES and 77.89 feet Westerly therefrom; thence Southerly, parallel with said line survey, to a point opposite HES 4th Ave 75+96.23 and 77.89 feet Westerly therefrom; thence Easterly, to the point of beginning.



Tract 13:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB 7+17.78 on the EB line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 38.91 feet Southerly therefrom; thence Northerly, to a point opposite HES EB 7+31.78 on said line survey and 33.27 feet Northerly therefrom; thence Easterly, parallel with said line survey, to a point opposite HES EB 6+82.33 survey and 33.27 feet Northerly therefrom; thence Northerly, to a point opposite said HES and 41.07 feet Northerly therefrom; thence continuing Northerly, to a point opposite HES EB 6+82.33 on said line survey and 49.58 feet Northerly therefrom; thence Westerly, parallel with said line survey, to a point opposite HES EB 7+02.09 and 49.58 feet Northerly therefrom; thence Northerly, to a point opposite said HES and 64.79 feet Northerly therefrom; thence Northwesterly, to a point opposite HES EB 7+10.38 on said line survey and 73.08 feet Northerly therefrom; thence Westerly, parallel with said line survey, to a point opposite HES EB 7+24.08 thereon; thence Southwesterly, to a point opposite HES EB 7+31.78 on said line survey and 64.79 feet Northerly therefrom; thence Southerly, to a point opposite said HES and 33.27 feet Northerly therefrom; thence Southerly, to a point opposite HES EB 7+31.78 on said line survey and 33.27 feet Northerly therefrom; thence Southerly, to a point opposite HES EB 7+17.78 on said line survey and 38.91 feet Southerly therefrom; thence Easterly, to the point of beginning.

Tract 14:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB 6+31.16 on the EB line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 41.81 feet Southerly therefrom; thence Northerly, to a point opposite said HES and 32.56 feet Northerly therefrom; thence Easterly, to a point opposite EB 5+89.33 on said line survey and 32.10 feet Northerly therefrom; thence Northerly, to a point opposite HES EB 5+89.19 on said line survey and 45.10 feet Northerly therefrom; thence Westerly, to a point opposite HES EB 6+45.16 on said line survey and 45.71 feet Northerly therefrom; thence Southerly, to a point opposite said HES and



35.62 feet Southerly therefrom; thence Southwesterly, to a point opposite HES EB 6+63.21 on said line survey and 52.00 feet Southerly therefrom; thence Southeasterly, to a point opposite HES EB 6+53.79 on said line survey and 62.37 feet Southerly therefrom; thence Northeasterly, to the point of beginning.

Tract 15:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 73+75.10 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 59.43 feet Westerly therefrom; thence Northerly, to a point opposite HES 4th Ave 73+89.08 on said line survey and 60.22 feet Westerly therefrom; thence Westerly, to a point opposite HES 4th Ave 73+88.29 on said line survey and 74.20 feet Westerly therefrom; thence Southerly, to a point opposite HES 4th Ave 73+74.32 on said line survey and 73.41 feet Westerly therefrom; thence Easterly, to the point of beginning.

Tract 16:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 72+85.11 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 52.70 feet Westerly therefrom; thence Northerly, to a point opposite HES 4th Ave 72+99.09 on said line survey and 53.49 feet Westerly therefrom; thence Westerly, to a point opposite HES 4th Ave 72+98.31 on said line survey and 67.47 feet Westerly therefrom; thence Southerly, to a point opposite HES 4th Ave 72+84.33 on said line survey and 66.68 feet Westerly therefrom; thence Easterly, to the point of beginning.

Tract 17:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 70+22.30 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 28.42 feet Westerly therefrom; thence Northwesterly, to a point opposite HES 4th Ave 72+21.00 on said

line survey and 39.59 feet Westerly therefrom; thence Westerly, to a point opposite HES 4th Ave 72+19.33 on said line survey and 69.47 feet Westerly therefrom; thence Southerly, to a point opposite HES 4th Ave 72+04.19 on said line survey and 67.96 feet Westerly therefrom; thence Southerly, to a point opposite HES 4th Ave 70+86.17 on said line survey and 61.32 feet Westerly therefrom; thence Easterly, to a point opposite HES 4th Ave 70+86.67 on said line survey and 52.29 feet Westerly therefrom; thence Southerly, to a point opposite HES 4th Ave 70+21.16 on said line survey and 48.61 feet Westerly therefrom; thence Easterly, to the point of beginning.

Tract 18:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB 7+42.26 on the EB line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 44.35 feet Northerly therefrom; thence Northerly, to a point opposite EB 7+42.02 on said line survey and 60.18 feet Northerly therefrom; thence Westerly, to a point opposite HES EB 7+57.85 on said line survey and 60.42 feet Northerly therefrom; thence Southerly, to a point opposite HES EB 7+58.09 on said line survey and 44.59 feet Northerly therefrom; thence Easterly, to the point of beginning.

Tract 19:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB 7+99.31 on the EB line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 49.87 feet Southerly therefrom; thence Northerly, to a point opposite said HES and 65.52 feet Northerly therefrom; thence Westerly, parallel with said line survey, to a point opposite HES EB 8+13.66 and 65.52 feet Northerly therefrom; thence Southerly, to a point opposite said HES and 50.00 feet Southerly therefrom; thence Easterly, to the point of beginning.

Tract 20:

All that portion lying above an elevation of 32.0 feet North American Vertical Datum of 1988, beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th



Ave 80+35.22 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 50.00 feet Easterly therefrom; thence Northerly, parallel with said line survey, to a point opposite HES 4th Ave 80+86.25 and 50.00 feet Easterly therefrom, thence Southwesterly, along a nontangent curve concave to the left having a radius of 434.50 feet an arc length of 199.04 feet, to a point opposite HES 4th Ave 79+66.74 on said line survey and 107.00 feet Westerly therefrom; thence Southerly, parallel with said line survey, to a point opposite HES 4th Ave 79+33.26 and 107.00 feet Westerly therefrom; thence Southeasterly, to a point opposite HES 4th Ave 79+21.54 on said line survey and 90.30 feet Westerly therefrom; thence Southwesterly, to a point opposite HES 4th Ave 79+10.08 on said line survey and 98.34 feet Westerly therefrom; thence Northwesterly, to a point opposite HES 4th Ave 79+16.17 on said line survey and 107.00 feet Westerly therefrom; thence Southerly, parallel with said line survey, to a point opposite HES 4th Ave 78+86.88 and 107.00 feet Westerly therefrom; thence Northeasterly, along a nontangent curve concave to the right having a radius of 388.50 feet an arc length of 39.91 feet, to a point opposite HES 4th Ave 79+20.17 on said line survey and 85.03 feet Westerly therefrom; thence Northerly, to a point opposite HES 4th Ave 79+65.63 on said line survey and 81.85 feet Westerly therefrom; thence Easterly, to a point opposite HES 4th Ave 79+63.47 on said line survey and 47.94 feet Westerly therefrom; thence Northeasterly, along a nontangent curve concave to the right having a radius of 388.50 feet and an arc length of 121.91 feet, to the point of beginning.

Tract 21:

All that portion lying above an elevation of 32.0 feet North American Vertical Datum of 1988, beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB 7+37.85 on the EB line survey and 52.86 feet Northerly therefrom; thence Northeasterly, to a point opposite HES EB 7+32.29 on said line survey and 97.88 feet Northerly therefrom; thence Westerly, to a point opposite HES EB 7+48.65 on said line survey and 98.00 feet Northerly therefrom; thence Southerly, to a point opposite HES EB 7+37.85 on said line survey and 52.88



feet Northerly therefrom; thence Easterly, to the point of beginning. EXCEPTING THEREFROM any portion lying within Tract 18 described hereinabove.

Tract 22:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB 5+05.78 on the EB line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 36.09 feet Northerly therefrom at an elevation of 32 feet, North American Vertical Datum of 1988 (NAVD88); thence Northerly, to a point opposite HES 4th Ave 77+34.12 on the 4th Ave line survey of said highway and 43.83 feet Easterly therefrom at an elevation of 21 feet, NAVD88; thence Westerly, to a point opposite HES 4th Ave 77+34.12 on said 4th Ave line survey and 19.83 feet Easterly therefrom at an elevation of 21 feet, NAVD88; thence Southerly, to a point opposite HES 4th Ave 75+73.90 on said 4th Ave line survey and 19.83 feet Easterly therefrom at an elevation of 29.4 feet, NAVD88; thence Southwesterly, to a point opposite HES 4th Ave 75+44.61 on said 4th Ave line survey and 13.29 feet Easterly therefrom at an elevation of 31 feet, NAVD88; thence Westerly, to a point opposite HES 4th Ave 75+44.61 on said 4th Ave line survey and 20.51 feet Westerly therefrom at an elevation of 31 feet, NAVD88; thence Northwesterly, to a point opposite HES 4th Ave 75+71.96 on said 4th Ave line survey and 35.53 feet Westerly therefrom at an elevation of 29.8 feet, NAVD88; thence Northwesterly, to a point opposite HES 4th Ave 76+02.72 on said 4th Ave line survey and 40.73 feet Westerly therefrom at an elevation of 28.4 feet, NAVD88; thence Northerly, to a point opposite HES 4th Ave 77+67.33 on said 4th Ave line survey and 40.73 feet Westerly therefrom at an elevation of 21 feet, NAVD88; thence Westerly, to a point opposite HES 4th Ave 77+67.33 on said 4th Ave line survey and 85.90 feet Westerly therefrom at an elevation of 21 feet, NAVD88; thence Southerly, to a point opposite HES 4th Ave 75+66.00 on said 4th Ave S line survey and 85.90 feet Westerly therefrom at an elevation of 30 feet, NAVD88; thence Southwesterly, to a point opposite HES EB 6+56.60 on said EB line survey and 44.59 feet Northerly therefrom at an elevation of 32 feet, NAVD88; thence Southeasterly, to a point opposite HES EB 6+52.60 on said EB line survey and 36.09 feet Northerly therefrom at an elevation of 32 feet, NAVD88; thence Easterly, to the point of



beginning. EXCEPTING THEREFROM any portions lying within Tracts 5, 6, 7, 8, 11, 12, and 14 as described hereinabove.

Tract 23:

All that portion lying above elevation of 32.0 feet North American Vertical Datum of 1988 beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB 5+00.50 on the EB line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 44.09 feet Southerly therefrom; thence Northerly, to a point opposite HES EB 90 15+13.33 on the EB 90 line survey of said highway and 28.37 feet Northerly therefrom; thence Westerly, to a point opposite HES EB 5+05.88 on said EB line survey and 28.37 feet Northerly therefrom; thence Northerly, to a point opposite HES EB 5+05.78 on said EB line survey and 36.09 feet Northerly therefrom; thence Westerly, parallel with said EB line survey, to a point opposite HES EB 6+52.60 and 36.09 feet Northerly therefrom; thence Northwesterly, to a point opposite HES EB 6+56.60 on said EB line survey and 44.59 feet Northerly therefrom; thence Southwesterly, to a point opposite HES EB 6+82.33 on said EB line survey and 41.07 feet Northerly therefrom; thence Southerly, to a point opposite said HES and 33.27 feet Northerly therefrom; thence Westerly, parallel with said EB line survey, to a point opposite HES EB 7+31.78 and 33.27 feet Northerly therefrom; thence Northerly, to a point opposite HES EB 7+31.78 on said EB line survey and 39.13 feet Northerly therefrom; thence Westerly, parallel with said EB line survey, to a point opposite HES EB 7+39.55 and 39.13 feet Northerly therefrom; thence Northeasterly, to a point opposite HES EB 7+37.85 on said EB line survey and 52.88 feet Northerly therefrom; thence Westerly, to a point opposite HES EB 8+13.66 on said EB line survey and 50.00 feet Northerly therefrom; thence Southerly, to a point opposite said HES and 43.86 feet Southerly therefrom; thence Southeasterly, to a point opposite EB 6+99.58 on said EB line survey and 45.74 feet Southerly therefrom; thence Southeasterly, to a point opposite HES EB 6+55.71 on said EB line survey and 66.38 feet Southerly therefrom; thence Northeasterly, to a point opposite EB 6+20.90 on said EB line survey and 34.31 feet Southerly therefrom; thence Easterly, parallel with said EB line survey, to a point opposite HES EB 5+87.55 and 34.31 feet Southerly therefrom; thence



Southeasterly, to a point opposite HES EB 5+74.16 on said EB line survey and 47.88 feet Southerly therefrom; thence Southerly, to a point opposite HES EB 5+74.47 on said EB line survey and 67.61 feet Southerly therefrom; thence Easterly, to a point opposite HES EB 5+37.58 on said EB line survey and 68.00 feet Southerly therefrom; thence Northeasterly, to the point of beginning. EXCEPTING THEREFROM any portions lying within Tracts 5, 6, 13, 14, and 19 as described hereinabove.

Tract 24:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 72+21.00 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 39.59 feet Westerly therefrom at an elevation of 22 feet, North American Vertical Datum of 1988 (NAVD 88); thence Northeasterly, to a point opposite HES 4th Ave 74+12.98 on said line survey and 50.39 feet Westerly therefrom at an elevation of 30.6 feet, NAVD 88; thence Northwesterly, to a point opposite HES EB 6+20.90 on the EB line survey of said highway and 34.31 feet Southerly therefrom at an elevation of 32 feet, NAVD 88; thence Southwesterly, to a point opposite EB 6+55.71 on said EB line survey and 66.38 feet Southerly therefrom at an elevation of 32 feet, NAVD 88; thence Southeasterly, to a point opposite HES 4th Ave 73+81.05 on said 4th Ave line survey and 85.49 feet Westerly therefrom at an elevation of 29.2 feet, NAVD 88; thence Southeasterly, to a point opposite HES 4th Ave 72+19.33 on said 4th Ave line survey and 69.47 feet Westerly therefrom at an elevation of 22 feet, NAVD 88; thence Easterly, to the point of beginning. EXCEPTING THEREFROM those portions lying within Tracts 15 and 16 as described hereinabove.

Tract 25:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 71+49.91 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 13.43 feet Easterly therefrom at an elevation of 23 feet, North American Vertical Datum of 1988 (NAVD



88); thence Northwesterly, to a point opposite HES 4th Ave 73+79.12 on said line survey and 0.65 feet Easterly therefrom at an elevation of 30.6 feet, NAVD 88; thence Northeasterly, to a point opposite HES EB 5+37.58 on the EB line survey of said highway and 68.00 feet Southerly therefrom at an elevation of 32 feet, NAVD 88; thence Westerly, to a point opposite HES EB 5+74.47 on said EB line survey and 67.61 feet Southerly therefrom at an elevation of 32 feet, NAVD 88; thence Southerly, to a point opposite HES 4th Ave 73+83.63 on said 4th Ave line survey and 83.63 feet Westerly therefrom at an elevation of 30.7 feet, NAVD 88; thence Southeasterly, to a point opposite HES 4th Ave 71+48.57 feet on said 4th Ave line survey and 10.53 feet Westerly therefrom at an elevation of 23 feet, NAVD 88; thence Easterly, to the point of beginning. EXCEPTING THEREFROM those portions lying within Tracts 2, 3 and 4 as described hereinabove.

RESERVING UNTO the Grantor all rights of ingress and egress, (including all rights of access, light, view and air) to, from and between the EB line connection, the ATL line connection, the EB 90 line connection, the 4th Ave line connection and the SR 90 EB B-2 line connection of SR 519, 4th Ave. S. to 1st Ave. S. and the property herein conveyed.

EXCEPT that notwithstanding Grantor's foregoing reserved rights, traffic movement and access to and from city streets will be permitted under the highway structures, as height clearances permit, at Highway Engineer's Station EB 5+00 to Highway Engineer's Station EB 8+13.67 on the EB line survey of SR 519, 4th Ave. S. to 1st Ave. S. and also at Highway Engineer's Station 4th Ave 70+20 to Highway Engineer's Station 4th Ave 80+87 on the 4th Ave line survey of said highway.

The specific details concerning all of which may be found on Sheets 2 through 6 of that certain plan entitled SR 519, 4th Ave. S. to 1st Ave. S., as existing now of record and on file in the office



Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH G
March 14, 2014
Version #1

of the Secretary of Transportation at Olympia, Washington and bearing the date of approval
September 1, 2011, revised September 29, 2011.



EXHIBIT B to Quitclaim Deed

Conditions

As used in this Exhibit B, "Property" means all real property legally described on Exhibit A to this Quitclaim Deed. Any capitalized terms that are not defined in this Exhibit B shall have the meaning given in the Memorandum of Agreement GCA 6868, Seattle City Clerk's File XXXX .

1. Grantor reserves a permanent easement under Interstate 90 and SR 519 structures located on the Property to construct, inspect, maintain, repair the structures, appurtenances, and/or right of way, and a permanent easement under the Interstate 90 and SR 519 structures to construct, operate, and maintain utilities in support of highway needs.
2. The Grantor shall protect, defend, indemnify, and hold harmless Grantee and its employees, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and /or rewards of damages (both to persons and/or property), arising out of, or in any way resulting from, Grantor's use of the permanent easement reserved in this quitclaim deed. Grantor shall not be required to indemnify, defend, or hold harmless Grantee if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the Grantee; provided that , if such claims, suits, or actions result from the concurrent negligence of (a) the Grantor, its employees, authorized agents, or contractors and (b) the Grantee, its employees, authorized agents, or contractors, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees, authorized agents, and/or contractors. In the event that the City of Seattle incurs reasonable attorneys' fees, costs, or other legal expenses to enforce the indemnity provisions of this deed, all such fees, costs, and expenses shall be recoverable by the City of Seattle.
3. It is understood and agreed that the herein identified Property is transferred for road/street purposes only, and no other use shall be made of said Property without the prior written approval of the Grantor. It is also understood and agreed that the Grantee, its successors or assigns, shall not revise either the right of way lines or access control without prior written approval from the Grantor, it successors or assigns; provided further, that all revenue derived from sale, vacation, rental, or any non-transportation use of such rights-of-way shall be shared by the Grantee and the State in the same proportion as the purchase costs were shared.



This condition shall apply only to those properties acquired by the Grantor as shown on Exhibits C, E, and F to Memorandum of Agreement GCA 6868 for SR 519/I-90 Intermodal Access – I/C Improvements Project Transfer of Real Property Interest and City Infrastructure to the City of Seattle, dated XXXXXXXXXX , Seattle City Clerk's File XXXXX

Further, this condition shall not apply to that certain property shown shaded purple on Exhibit B to Memorandum of Agreement GCA 6868 for SR 519/I-90 Intermodal Access – I/C Improvements Project Transfer of Real Property Interest and City Infrastructure to the City of Seattle, dated XXXXXX more particularly described as:

All that portion of the 100 foot wide right of way identified as 4th Ave. S. lying Southerly from a line described as; Beginning at a point opposite Highway Engineer Station (herein after referred to as HES) 4th Ave 69+60.00 on the 4th Ave Line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 73.21 West therefrom; thence East to a point opposite said HES and 50.00 feet West therefrom; thence East to a point on a line drawn between a point opposite HES 4th Ave 69+27.25 on said line survey and 2.64 feet Westerly therefrom and a point opposite HES 4th Ave 70+19.02 on said line survey and 4.42 feet Westerly therefrom, said first aforementioned point being perpendicular and West of HES 4th Ave 69.60.00 on said line survey; thence Southerly to a point opposite HES 4th Ave 69+27.25 on said line survey and 2.64 feet Westerly therefrom; thence East to a point opposite HES 4th Ave 69+27.48 on said line survey and 20.45 feet Easterly therefrom; thence Northerly to a point opposite HES 4th Ave 70+43.77 on said line survey and 19.57 feet Easterly therefrom; thence Northerly to a point on a line drawn between said HES and a point opposite HES 4th Ave 71+49.91 on said line survey and 13.43 feet Easterly therefrom, said first aforementioned point being perpendicular and East of HES 4th Ave 71+38 on said line survey; thence Easterly to a point opposite HES 4th Ave 71+38 L/A and 50 Easterly therefrom, being the East right of way line of 4th Ave. S. and the end of the described line.

4. The Grantee understands and agrees that the Grantor is retaining sole ownership of all rights of ingress and egress to, from and between Interstate 90 and SR 519 and City streets, City Infrastructure, City Street Right of Way, Project Property, Project Conveyance Property, Turnback Property, and Project Transfer Property that abut the State highways. The Grantor further retains sole ownership of all rights of access, light, view and air, along, above and below Interstate 90 and SR 519 and City streets, City Street Right of Way, City Infrastructure, Project Property, Project Conveyance Property, Turnback Property, and



Project Transfer Property that abut the State highways as shown by the access prohibition symbol, shading, note and other indications included on the right of way and access plans attached as Exhibit F to Memorandum of Agreement GCA 6868 For SR 519/I-90 Intermodal Access – I/C Improvements Project Transfer of Real Property Interest and City Infrastructure to the City of Seattle, dated XXXXX XX, 201X, Seattle City Clerk's File XXXXX. The Grantee, its successors or assigns, shall have no right of ingress and egress (access) between Interstate 90 and SR 519 and City streets, City Street Right of Way, City Infrastructure, Project Property, Project Conveyance Property, Turnback Property and Project Transfer Property that abut the State highways and the property described herein. The Grantee, its successors or assigns, shall not be entitled to compensation for any loss of access, light, view or air occasioned by construction, reconstruction, maintenance or operation of Interstate 90 and SR 519.

5. The Grantor shall have full control and authority over the design, construction, reconstruction, operation, and maintenance of the SR 519 and I-90 Highway Structures which are defined as the foundations, footings, columns, piers, retaining walls, elevated highway structures, cameras, electrical systems, illumination, signage, fencing, landscaping, drainage and other Grantor-owned improvements located on the Property and constructed as part of the Project as defined in Agreement GCA 6868 referenced herein.
6. No excavation shall be permitted within eight (8) feet of the perimeter of the SR 519 and Interstate 90 foundations, as described herein, unless the Grantor agrees that such work by Grantee is necessary to maintain and repair Grantee-owned pavement, facilities and/or utilities. The Grantee shall submit a work plan to the Grantor for the maintenance and repair of pavement, facilities and/or utilities no less than 45 days prior to the commencement of the work, except for emergency situations as provided for in Section 9 below. The Grantee shall secure the Grantor's written approval of the work plan prior to proceeding with the work, said written approval shall not be unreasonably withheld. The Grantor shall use its best efforts to provide said approval within fifteen (15) working days of submittal of said plans. In the event the Grantee wants to install new pavement, facilities and/or utilities within eight (8) feet of the SR 519 and Interstate 90 foundations, the Grantee will submit the plans and specifications to the Grantor for prior review and Grantor written approval, said approval shall not be unreasonably withheld.
7. No flammable liquids or explosives shall be parked, placed or stored on or under the land or in the airspace lying directly below the Highway Structures. In the event that such flammable liquids or explosives are stored, placed or parked within said area, the Grantor



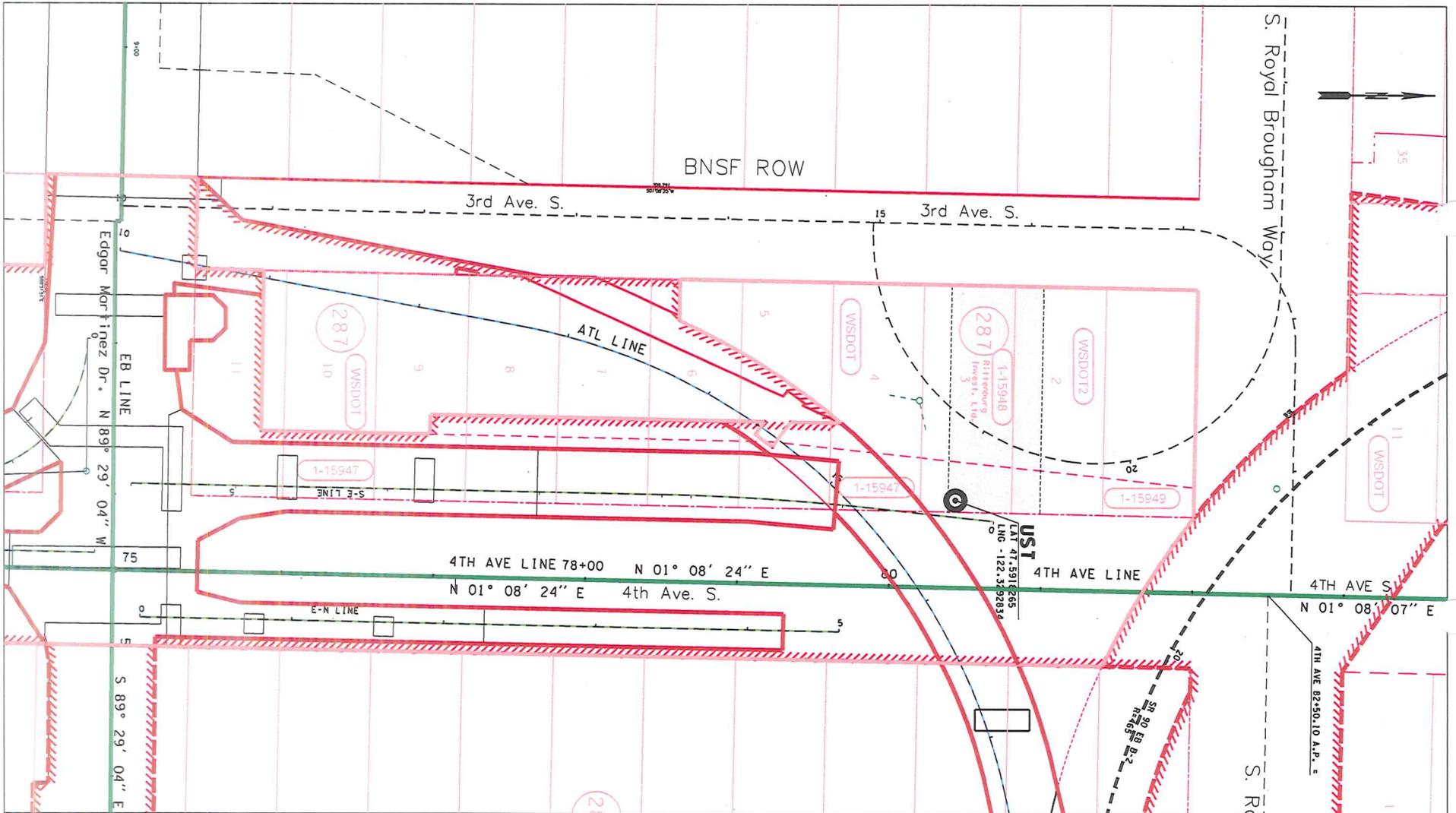
has the right, without any notice to the Grantee, to (i) tow away or have the parked vehicle towed away, (ii) remove or have removed said flammable liquids or explosives, (iv) store vehicles, flammable liquids or explosives, or dispose of same, if necessary and (iii) the Grantee agrees to pay all expenses incurred by Grantor for such towing, removal, disposal and/or storage upon receipt of a detailed invoice from Grantor; provided that, nothing herein shall be deemed to prohibit the parking of Grantee's gasoline powered vehicles below the Highway Structures.

8. The Grantee hereby covenants and agrees that any improvements constructed by the Grantee on the Property conveyed herein lying within the SR 519 and Interstate 90 highway right of way will not at any time during or after construction damage or adversely affect, in any way, any part or element of the SR 519 and Interstate 90 Highway Structures or adversely affect the operations and maintenance thereof, or adversely affect the safety of the traveling public. Grantee shall submit to Grantor copies of all plans and specifications for any proposed improvements on said property and no work shall be done without the Grantor having approved in writing such plans and specifications, said approval shall not be unreasonably withheld. The Grantor has the right to inspect any excavation and/or construction work as it progresses and to take any action necessary, including stopping of said work or requiring that additional work be done to insure that the work complies with the previously approved plans and specifications. No attachments, drilling or welding will be permitted onto any portion of the Highway Structures.
9. With the exception of City streets, any facility proposed for construction shall be fire resistant in accordance with the provisions of the local applicable building codes found to be acceptable by the Grantor. Any proposals involving construction improvements must be approved by the State Fire Marshall in writing. In the absence of modern building codes or in cases where the Grantor questions the acceptability of the existing code, conformance with the Uniform Building Code or the National Building Code will be required.
10. In the event emergency conditions require the immediate repair or restoration of Grantor-owned Highway Structures, the Grantor shall inform the Grantee as soon as possible that such repair or restoration is in progress, about to occur, or has occurred. The Grantor and Grantee may agree to other procedures in the event of an emergency. The Grantor agrees to restore the Grantee's structures, grading, landscaping and other improvements, to the extent damaged by the entry, repairs or restoration of the Grantor-owned Highway Structures, to at least as good a condition as such structures, grading, landscaping and other improvements, were in immediately prior to Grantor's commencement of work.



11. In the event emergency conditions require the immediate repair or restoration of Grantee-owned facilities, the Grantee shall inform the Grantor as soon as possible that such repair or restoration is in progress, about to occur, or has occurred. The Grantor and Grantee may agree to other procedures in the event of an emergency. The Grantee agrees to restore the Grantor's Highway Structures, to the extent damaged by the entry, repairs or restoration of the Grantee-owned facilities, to at least as good a condition as such Highway Structures, were in immediately prior to Grantee's commencement of work.
12. Except as provided in Sections 1, 4, and 9 above, the Grantee shall perform or cause to be performed, at its expense, all maintenance of the land and airspace lying directly below the Highway Structures.
13. The Grantor hereby defends, releases and indemnifies, protects and holds harmless the City of Seattle and its officers, officials, employees, and agents working within the scope of their employment from all liability and claims (including but not limited to liability and claims for response and remediation costs, administrative costs, fines, charges, penalties, and cost recovery or similar actions brought by a governmental or private party, including third party tort liability) arising, directly or indirectly, from any presence or release of any Hazardous Substance remaining within or transported from the underground storage tank property on State Parcel 1-15948 located at at 1411 Fourth Avenue S, the former Fisher Property & Rittenburg Property legally described as Lot3, Block 287, Map of Seattle Tide Lands, as shown on the official maps on file in the Office of the Commissioner of Public Lands at Olympia, Washington, and such State obligations take effect immediately, continue in full force and effect into the future regardless of subsequent property transfer. In the event that the City of Seattle incurs reasonable attorneys' fees, costs, or other legal expenses to enforce the indemnity provisions of this deed, all such fees, costs, and expenses shall be recoverable by the City of Seattle.

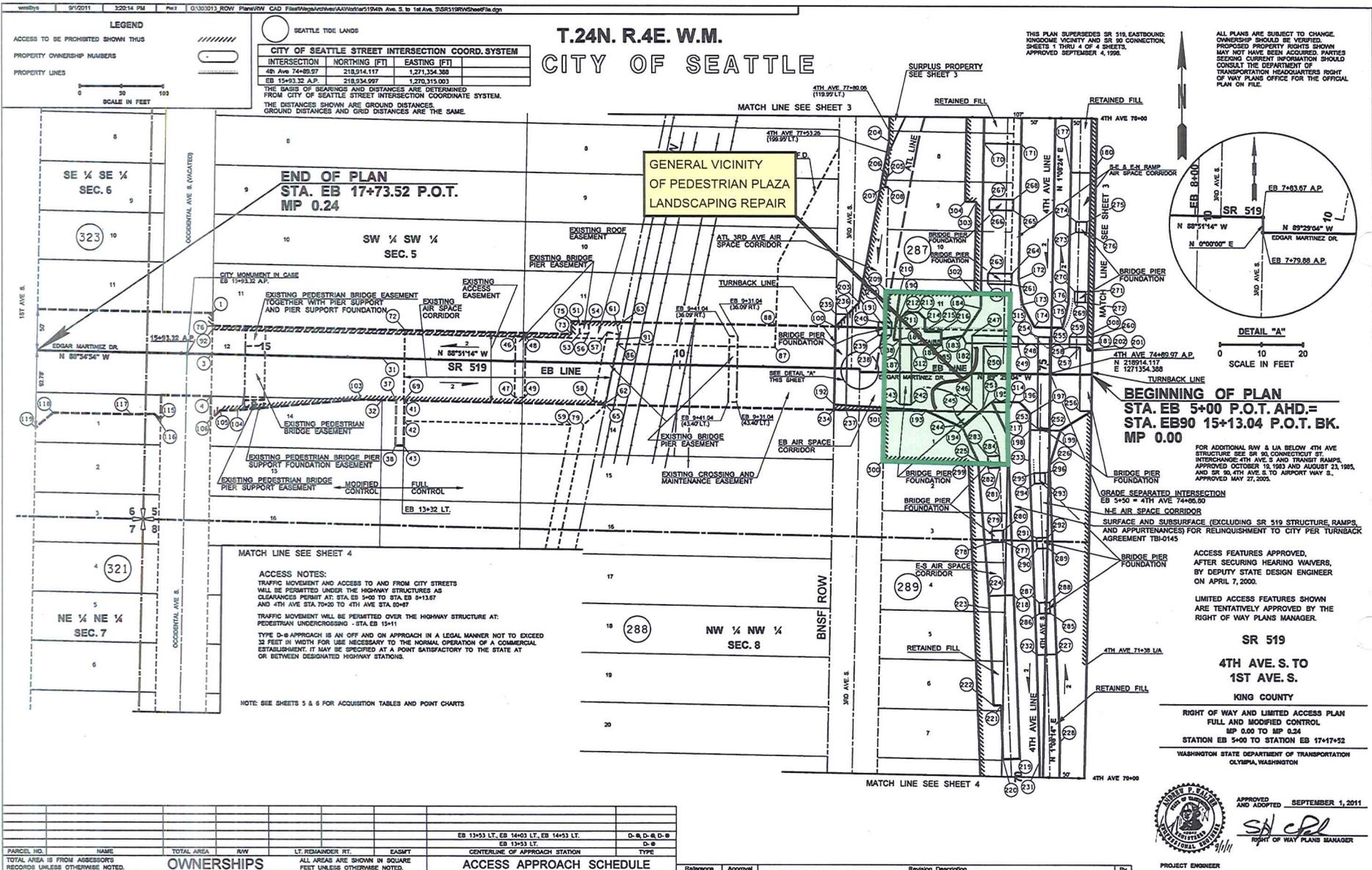




UNDERGROUND STORAGE TANK GCA6868 - EXHIBIT H
PAGE 1 OF 1 03-15-12

Exhibit H to SDOT SR 519 Project Acquisition ORD ATT 1



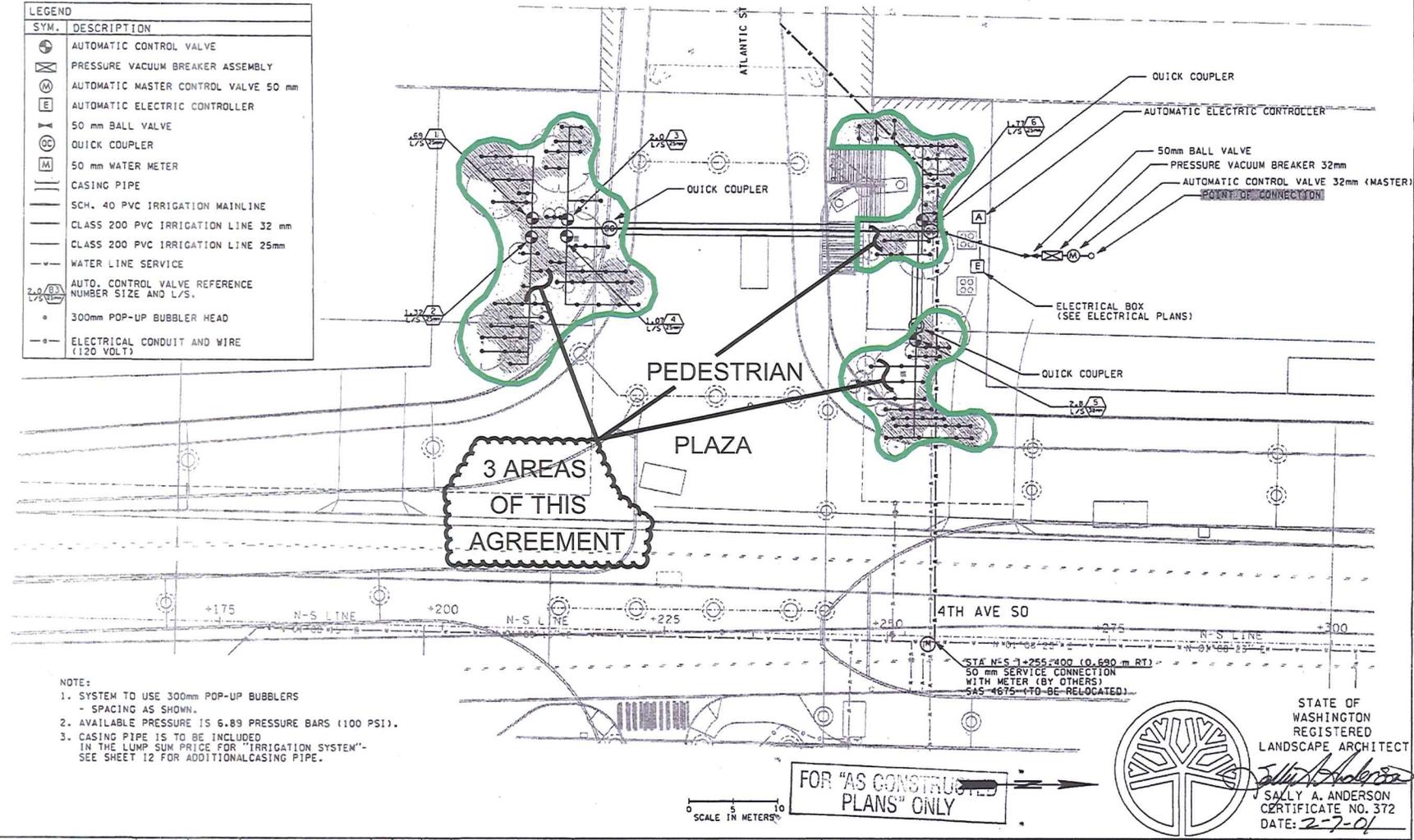


PARCEL NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER RT.	EASMT	CENTERLINE OF APPROACH STATION	TYPE
						EB 13+53 LT., EB 14+03 LT., EB 14+53 LT.	D-B, D-B, D-B
						EB 13+53 LT.	D-B
OWNERSHIPS							
TOTAL AREA IS FROM ASSESSORS RECORDS UNLESS OTHERWISE NOTED.							
ACCESS APPROACH SCHEDULE							
Reference	Approval	Revision	Description	By			



PL0T4 02/06/2001 9:14:12006\13021\Apr 11 2000\p1ens2.dgn Roscow

SYM.	DESCRIPTION
	AUTOMATIC CONTROL VALVE
	PRESSURE VACUUM BREAKER ASSEMBLY
	AUTOMATIC MASTER CONTROL VALVE 50 mm
	AUTOMATIC ELECTRIC CONTROLLER
	50 mm BALL VALVE
	QUICK COUPLER
	50 mm WATER METER
	CASING PIPE
	SCH. 40 PVC IRRIGATION MAINLINE
	CLASS 200 PVC IRRIGATION LINE 32 mm
	CLASS 200 PVC IRRIGATION LINE 25mm
	WATER LINE SERVICE
	AUTO. CONTROL VALVE REFERENCE NUMBER SIZE AND L/S.
	300mm POP-UP BUBBLER HEAD
	ELECTRICAL CONDUIT AND WIRE (120 VOLT)



- NOTE:
1. SYSTEM TO USE 300mm POP-UP BUBBLERS - SPACING AS SHOWN.
 2. AVAILABLE PRESSURE IS 6.89 PRESSURE BARS (100 PSI).
 3. CASING PIPE IS TO BE INCLUDED IN THE LUMP SUM PRICE FOR "IRRIGATION SYSTEM"- SEE SHEET 12 FOR ADDITIONAL CASING PIPE.

SCALE IN METERS

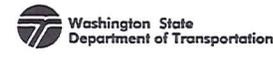
FOR "AS CONSTRUCTED PLANS" ONLY



STATE OF WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT
Sally A. Anderson
CERTIFICATE NO. 372
DATE: 2-7-01

DESIGNED BY	N. ROSCOW	REGION	10	STATE	WASH	FED. AID PROJ. NO.	
ENTERED BY	K. McLEAN	JOB NUMBER	99A053				
CHECKED BY	B. McCLAREN	DATE	12/29/00	REVISION	POC	NR	
PROJ. ENGR.	B. NEBBITT	REPLACEMENT SHEET				NR	
REGIONAL ADM.	J. OKAMOTO	BY					

ENVIRONMENTAL AND ENGINEERING SERVICE CENTER



SR 90 AND SR 519
INTERMODAL ACCESS - PHASE I
S. ATLANTIC STREET
IRRIGATION PLAN

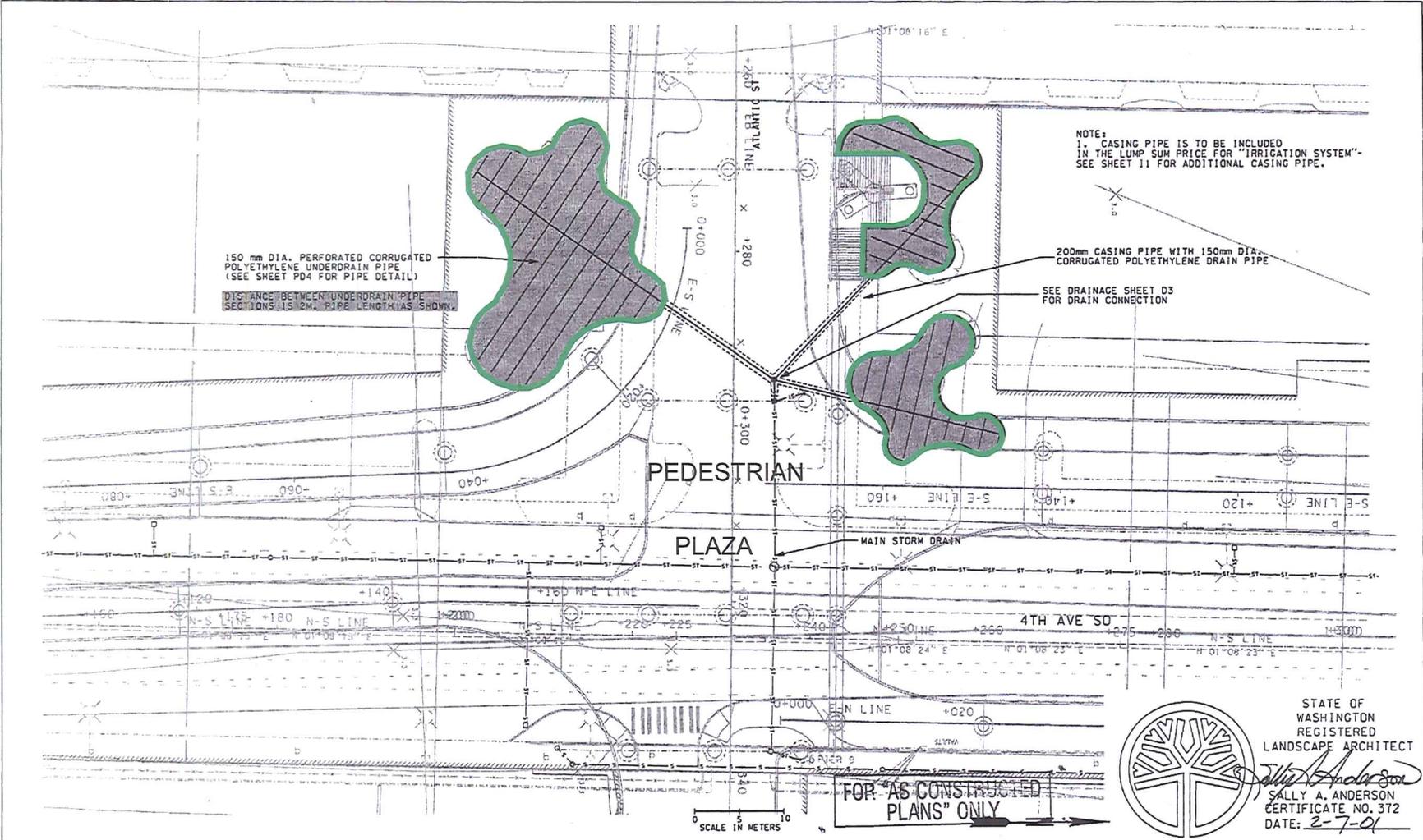
11

PEDESTRIAN PLAZA
LANDSCAPING REPAIR

GCA6868 - EXHIBIT I
PAGE 2 OF 4 03-15-12



PL0177 02/07/2001 s1\412006\13021\Apr11 2000\plans2.dgn Roscowl

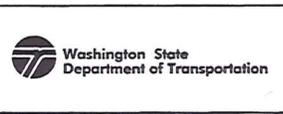


STATE OF WASHINGTON REGISTERED LANDSCAPE ARCHITECT

 SALLY A. ANDERSON
 CERTIFICATE NO. 372
 DATE: 2-7-01

DESIGNED BY	H. ROSCOW	STATE	10 WASH	FED.AID PROJ.NO.	
ENTERED BY	K. MCLEAN				
CHECKED BY	B. MCCLAREN				
PROJ. ENGR.	B. NEBBITT	2/18/01	REVISED DRAINAGE (ADD. NOTE)	NR	JOB NUMBER 99A053
REGIONAL ADM.	J. OKAMOTO	1/26/01	REVISED NOTE	NR	CONTRACT NO.
		DATE	DATE	REVISION	BY

ENVIRONMENTAL AND ENGINEERING SERVICE CENTER



SR 90 AND SR 519 INTERMODAL ACCESS - PHASE I S. ATLANTIC STREET

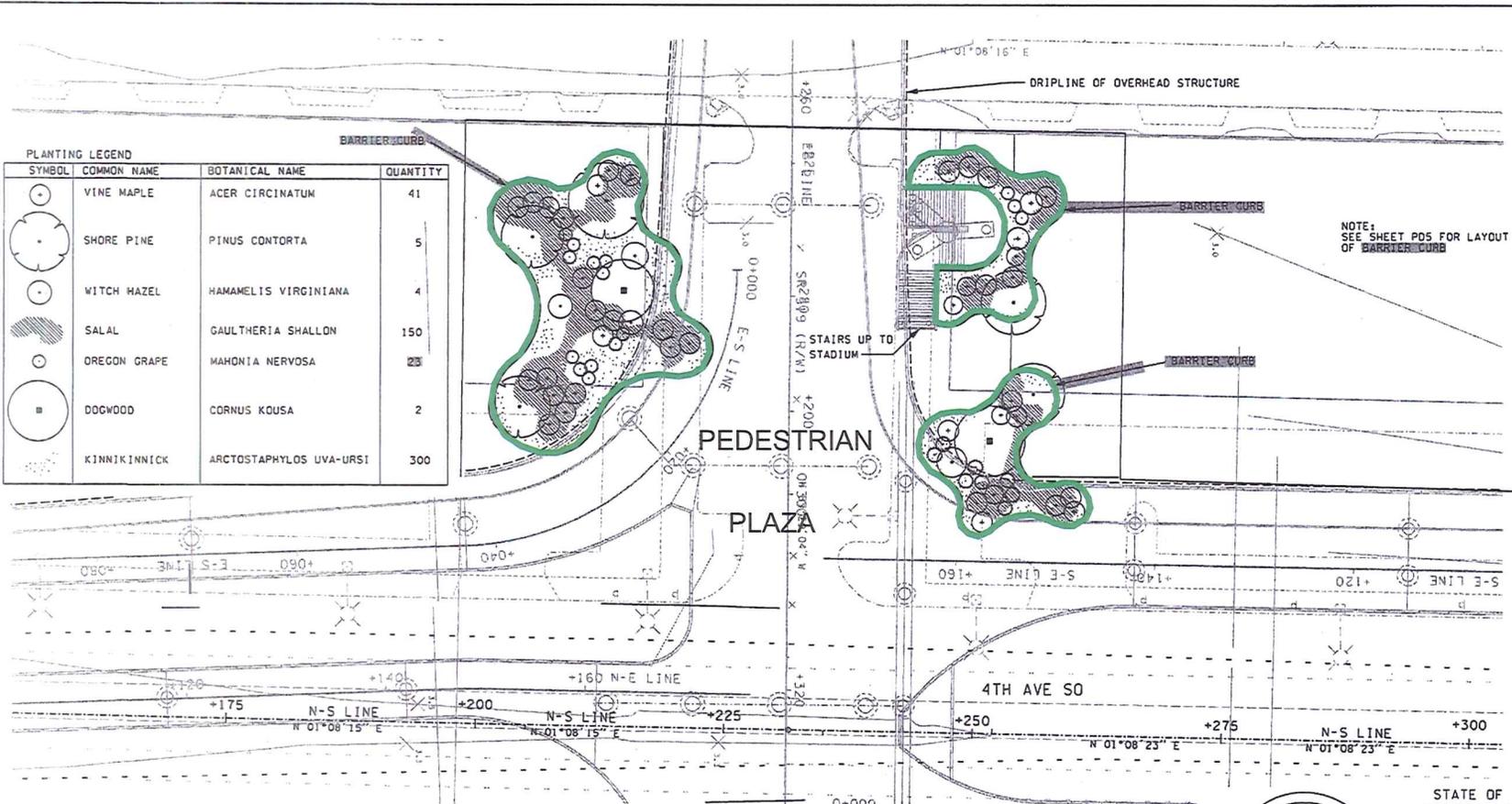
IRRIGATION DRAINAGE PLAN

12



12/21/2000 st:\412006\13021\Apr 11 2000\plans2.dgn 51.yer A

PLOT1



PLANTING LEGEND			
SYMBOL	COMMON NAME	BOTANICAL NAME	QUANTITY
	VINE MAPLE	ACER CIRCINATUM	41
	SHORE PINE	PINUS CONTORTA	5
	WITCH HAZEL	HAMAMELIS VIRGINIANA	4
	SALAL	GAULTHERIA SHALLON	150
	OREGON GRAPE	MAHONIA NERVOSA	25
	DOGWOOD	CORNUS KOUSA	2
	KINNIKINNICK	ARCTOSTAPHYLOS UVA-URSI	300

NOTE: SEE SHEET P05 FOR LAYOUT OF BARRIER CURB

FOR "AS CONSTRUCTED PLANS" ONLY

0 5 10
SCALE IN METERS



STATE OF WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT
Sally A. Anderson
SALLY A. ANDERSON
CERTIFICATE NO. 372
DATE: 12-21-00

DESIGNED BY N. ROSCOW	REGION NO. 10	STATE WASH	FED. AID PROJ. NO.
ENTERED BY K. MCLEAN	JOB NUMBER 99A053	ENVIRONMENTAL AND ENGINEERING SERVICE CENTER	
CHECKED BY B. MCCLAREN	DATE 12/29/00	CHANGED PLANT QUANTITY	
PROJ. ENGR. B. NEBBITT	DATE	CHANGED TYPE OF CURB	
REGIONAL ADM. J. OKAMOTO	DATE	REVISION	BY



SR 90 AND SR 519 INTERMODAL ACCESS - PHASE I S. ATLANTIC STREET	L4
LANDSCAPE PLANTING PLAN	



**MEMORANDUM OF AGREEMENT
GCA 6868
FOR SR 519/I-90 INTERMODAL ACCESS – I/C IMPROVEMENTS PROJECT
TRANSFER OF REAL PROPERTY INTERESTS
AND CITY INFRASTRUCTURE
TO THE
CITY OF SEATTLE**

**Exhibit J
City Infrastructure Subject to Three Year Warranty Provisions**

The State transmitted plans for City Infrastructure subject to the Three Year Warranty period to the City in a series of plan set submittals titled SR519/I-90 to SR99 Intermodal Access I/C Improvements. The plans includes as- built or as-constructed drawings for the following work items: bridge rails, bearings, expansion joints, MSE walls, and the structural elevator enclosure. This 258 page volume of plans can be accessed by visiting the City Records Vault.

In August of 2010, a complete set of these as-built plans were delivered to the City, by the State's Design-Build Contractor, for placement within the City Records Vault. This document archive, maintained by Seattle Public Utilities, is located at:

Seattle Municipal Tower (formerly Key Tower)
700 Fifth Avenue, 47th Floor
Seattle, Washington 98104
(206) 684-5132
www.seattle.gov/util/Engineering/Records_Vault/index.asp



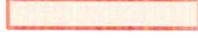
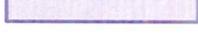


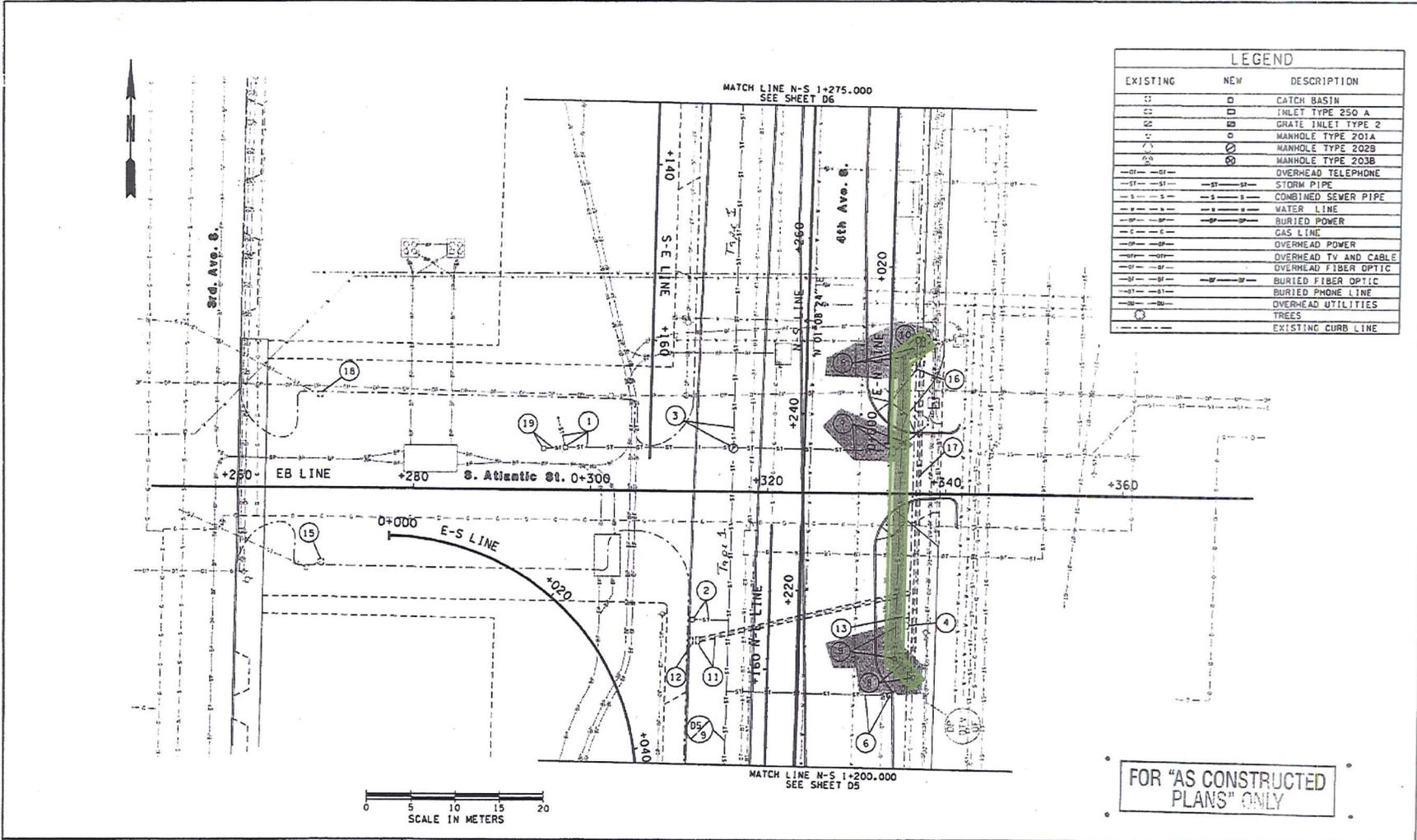
Exhibit K – City Infrastructure

Memorandum of Agreement GCA 6868 for SR 519/I-90 Intermodal Access – I/C Improvements Project

Transfer of Real Property Interests and City Infrastructure to the City Of Seattle

Legend of City Infrastructure built or modified by the STATE

- Combined Sewer 
- Storm Drain..... 
- Water Mains & Services..... 
- Power Facilities..... 
- Roadway & Roadway Structures 
- Traffic Siganls & ITS Systems 
- Irrigation Systems 
- Bridge Underdeck Lighting 



LEGEND		
EXISTING	NEW	DESCRIPTION
☐	☐	CATCH BASIN
☐	☐	INLET TYPE 250 A
☐	☐	GRATE INLET TYPE 2
☐	☐	MANHOLE TYPE 201A
☐	☐	MANHOLE TYPE 202B
☐	☐	MANHOLE TYPE 203B
—	—	OVERHEAD TELEPHONE
—	—	STORM PIPE
—	—	COMBINED SEWER PIPE
—	—	WATER LINE
—	—	BURIED POWER
—	—	GAS LINE
—	—	OVERHEAD POWER
—	—	OVERHEAD TV AND CABLE
—	—	OVERHEAD FIBER OPTIC
—	—	BURIED FIBER OPTIC
—	—	BURIED PHONE LINE
—	—	OVERHEAD UTILITIES
—	—	TREES
—	—	EXISTING CURB LINE

DESIGNED BY	S.H./M.A	4/23/02	REV. SEWER LOC.	RG
ENTERED BY	M.ARAKELIAN	1/26/01	LEGEND REVISED	LL
CHECKED BY	S.HART	12/29/00	ADDED STRUCTURES D3-19	
PROJ. ENGR.	B.NEBBITT		RELOC. STRUCTURES D3-6	
REGIONAL ADM.	J.OKAMOTO		MOD. D3-S NOTE LEADER	LL
DATE	DATE		REVISION	BY

REGION	STATE	FED.AID PROJ.NO.
10	WASH	
ENVIRONMENTAL AND ENGINEERING SERVICE CENTER		
JOB NUMBER	99A053	
CONTRACT NO.		



SR 90 AND SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET	D3
DRAINAGE PLAN	SHEET 96 OF 948 SHEETS

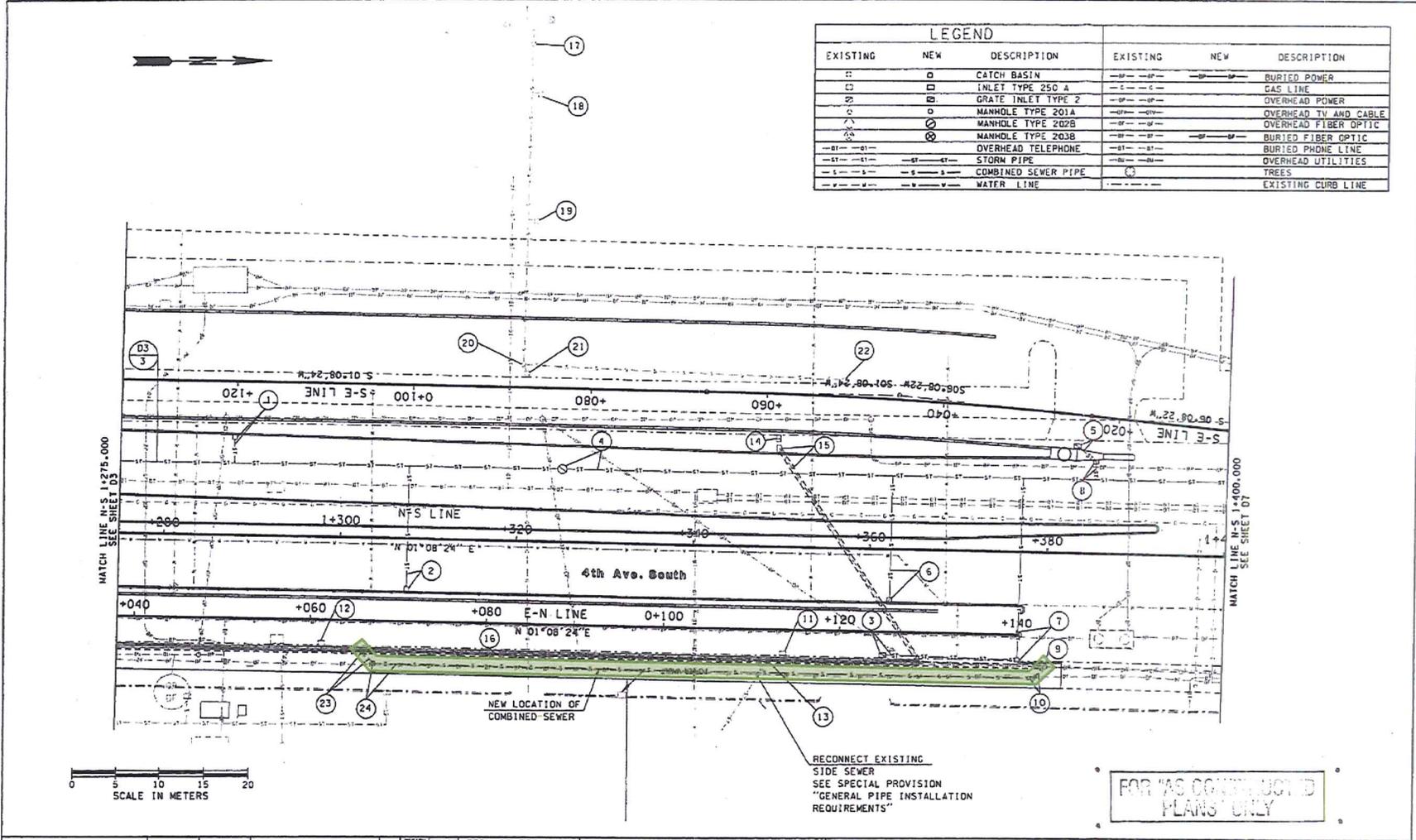
Memorandum of Agreement GCA 6868 for
 SR 519/I-90 Intermodal Access - I/C
 Improvements Project
 Transfer of Real Property Interests and
 City Infrastructure to the City Of Seattle

Exhibit K - City Infrastructure
 Phase 1 COMBINED SEWER
 Sheet 1 of 28

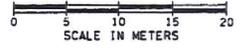


Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH 1
July 3, 2014
Version #3

04/08/2004 C:\MAM\work\04_3021\04gn\3021\shdr\raimage.dwg g1.osb



LEGEND					
EXISTING	NEW	DESCRIPTION	EXISTING	NEW	DESCRIPTION
□	□	CATCH BASIN	—●—	—●—	BURIED POWER
□	□	INLET TYPE 25C A	—C—	—C—	GAS LINE
□	□	GRATE INLET TYPE 2	—P—	—P—	OVERHEAD POWER
○	○	MANHOLE TYPE 201A	—T—	—T—	OVERHEAD TV AND CABLE
○	○	MANHOLE TYPE 202B	—F—	—F—	OVERHEAD FIBER OPTIC
○	○	MANHOLE TYPE 203B	—B—	—B—	BURIED FIBER OPTIC
—T—	—T—	OVERHEAD TELEPHONE	—P—	—P—	BURIED PHONE LINE
—ST—	—ST—	STORM PIPE	—O—	—O—	OVERHEAD UTILITIES
—S—	—S—	COMBINED SEWER PIPE	—T—	—T—	TREES
—W—	—W—	WATER LINE	—C—	—C—	EXISTING CURB LINE



FOR "AS CONSTRUCTED" PLANS ONLY

RECONNECT EXISTING SIDE SEWER
SEE SPECIAL PROVISION "GENERAL PIPE INSTALLATION REQUIREMENTS"

DESIGNED BY	S.H./M.A	4/28/02	REV. SEWER LOC	80
ENTERED BY	M. ARAKELYAN	1/26/01	LEGEND REVISED	LL
CHECKED BY	S. HART	12/29/00	ADDED ITEMS D6-17 THRU D6-22	LL
PROJ. ENGR.	B. NEBBITT	12/29/00	REV. EXIST. DRAINAGE LOCATION	LL
REGIONAL ADM.	L. OKAMOTO			
DATE	DATE	REVISION	BY	

REGION	STATE	FED. AID PROJ. NO.	ENVIRONMENTAL AND ENGINEERING SERVICE CENTER
10	WASH		
JOB NUMBER	99A053		
CONTRACT NO.			



SR 90 AND SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET	D6
DRAINAGE PLAN	SHEET 99 OF 948 SHEETS

Memorandum of Agreement GCA 6868 for SR 519/I-90 Intermodal Access - I/C Improvements Project
Transfer of Real Property Interests and City Infrastructure to the City of Seattle

Exhibit K - City Infrastructure
Phase 1 COMBINED SEWER
Sheet 2 of 28

Exhibit K to SDOT SR 519 Project Acquisition ORD ATT 1

City Clerk's Office Note: Because of its size, the Ordinance for Ordinance #124678 has been saved separately for electronic display and downloading. The file is a PDF document requiring Adobe Reader or equivalent program to view.

Description Continuation of Memorandum of Agreement and other agreements for Ordinance 124678

[Label](#) (38 MB)

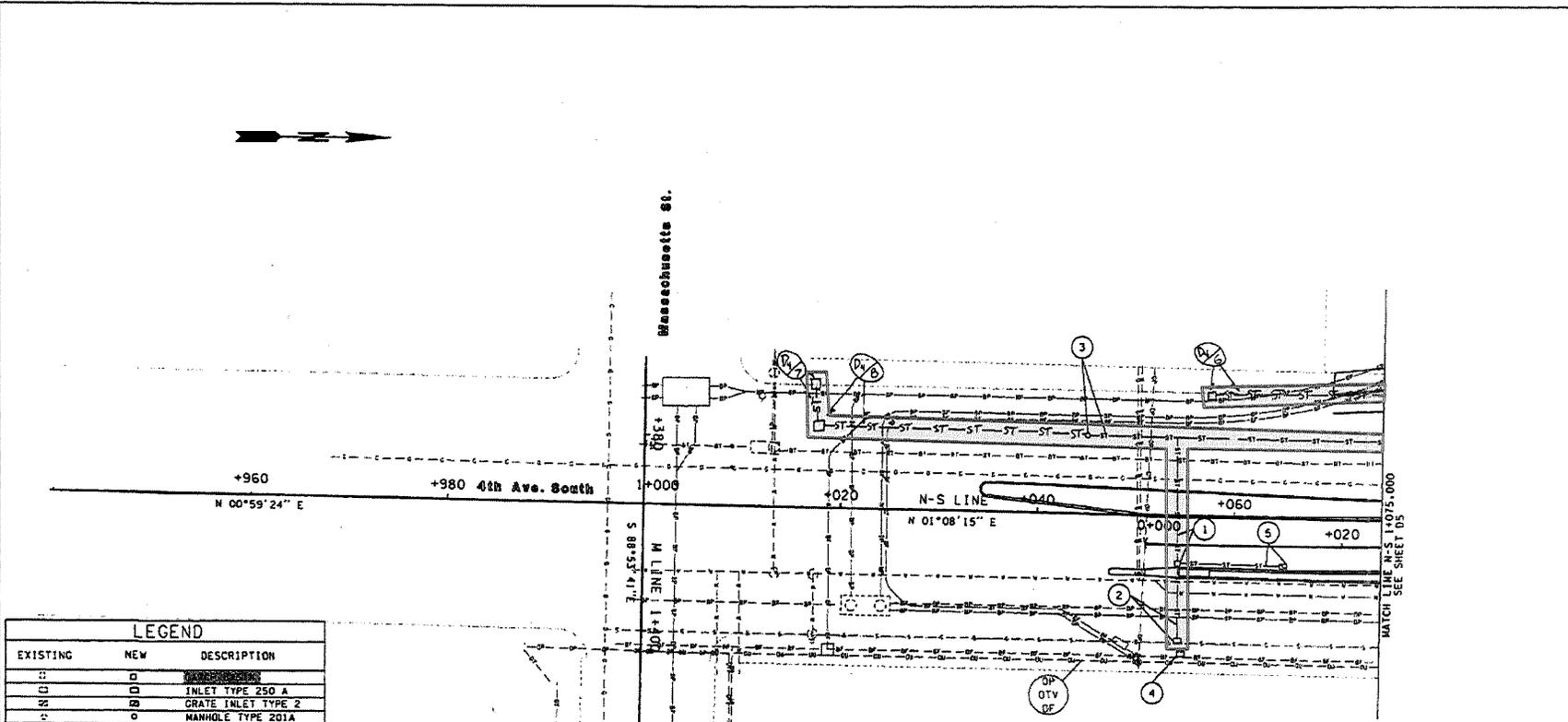


Memorandum of Agreement GCA 6868 for SR 519/I-90 Intermodal Access - I/C Improvements Project
Transfer of Real Property Interests and City Infrastructure to the City Of Seattle

Exhibit K - City Infrastructure
Phase 1 STORM DRAIN

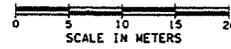
Sheet 4 of 28

PL014 01/17/2001 st:\12352\3021\3021510r-oi-nage.dgn Loger-L 1



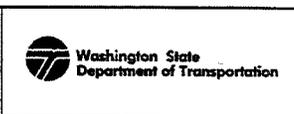
FOR "AS CONSTRUCTED PLANS" ONLY

LEGEND		
EXISTING	NEW	DESCRIPTION
ST	D	STORM PIPE
SI	D	INLET TYPE 250 A
SI	D	GRATE INLET TYPE 2
MA	O	MANHOLE TYPE 201A
MA	O	MANHOLE TYPE 202B
MA	O	MANHOLE TYPE 203B
OT	OT	OVERHEAD TELEPHONE
ST	ST	STORM PIPE
S	S	COMBINED SEWER PIPE
W	W	WATER LINE
P	P	BURIED POWER
G	G	GAS LINE
OP	OP	OVERHEAD POWER
OTV	OTV	OVERHEAD TV AND CABLE
OF	OF	OVERHEAD FIBER OPTIC
BF	BF	BURIED FIBER OPTIC
PL	PL	BURIED PHONE LINE
OU	OU	OVERHEAD UTILITIES
T	T	TREES
CL	CL	EXISTING CURB LINE



DESIGNED BY	ENTERED BY	CHECKED BY	PROJ. ENGR.	REGIONAL ADM.	DATE	DATE	REVISION	BY
S.H./M.A	M.ARAKELYAN	S.WART	B.NEBBITT	L.OKAMOTO				

FED. AID PROJ. NO.	STATE	ENVIRONMENTAL AND ENGINEERING SERVICE CENTER
10 WASH		



SR 90 AND SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET	DRAINAGE PLAN

D4	SHEET 97 OF 948 SHEETS
----	------------------------

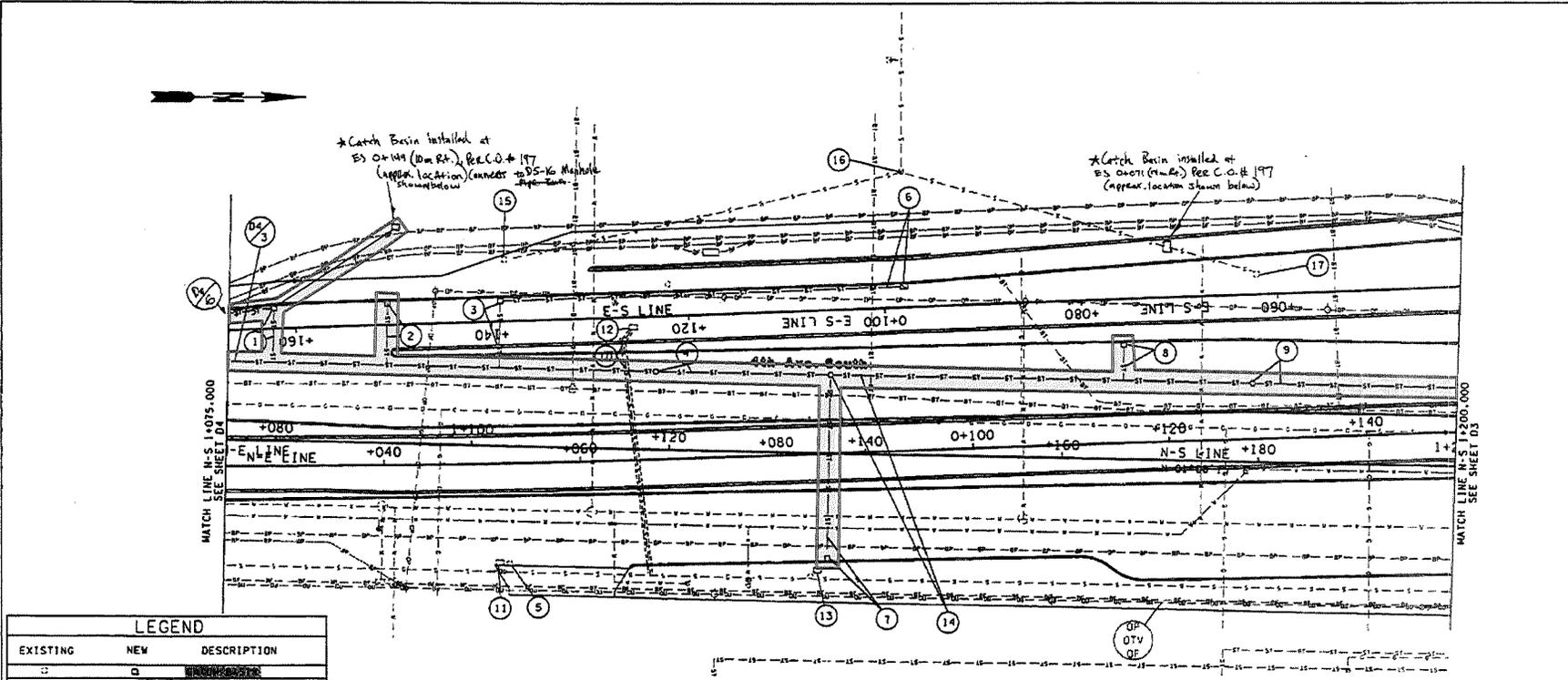


Memorandum of Agreement GCA 6868 for SR 519/I-90 Intermodal Access - I/C Improvements Project
Transfer of Real Property Interests and City Infrastructure to the City Of Seattle

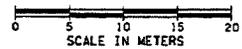
Exhibit K - City Infrastructure
Phase 1 STORM DRAIN

Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH 1
July 3, 2014
Version #3

LOGS: 01/11/2001
PLOTS: 81M12352\13021\3021\SR519\stage.dgn



LEGEND		
EXISTING	NEW	DESCRIPTION
□	□	STORM DRAIN
□	□	INLET TYPE 250 A
□	□	GRATE INLET TYPE 2
○	○	MANHOLE TYPE 201A
○	○	MANHOLE TYPE 202B
○	○	MANHOLE TYPE 203B
—○—	—○—	OVERHEAD TELEPHONE
—○—	—○—	STORM PIPE
—○—	—○—	COMBINED SEWER PIPE
—○—	—○—	WATER LINE
—○—	—○—	BURIED POWER
—○—	—○—	GAS LINE
—○—	—○—	OVERHEAD POWER
—○—	—○—	OVERHEAD TV AND CABLE
—○—	—○—	OVERHEAD FIBER OPTIC
—○—	—○—	BURIED FIBER OPTIC
—○—	—○—	BURIED PHONE LINE
—○—	—○—	OVERHEAD UTILITIES
○	○	TREES
—	—	EXISTING CURB LINE



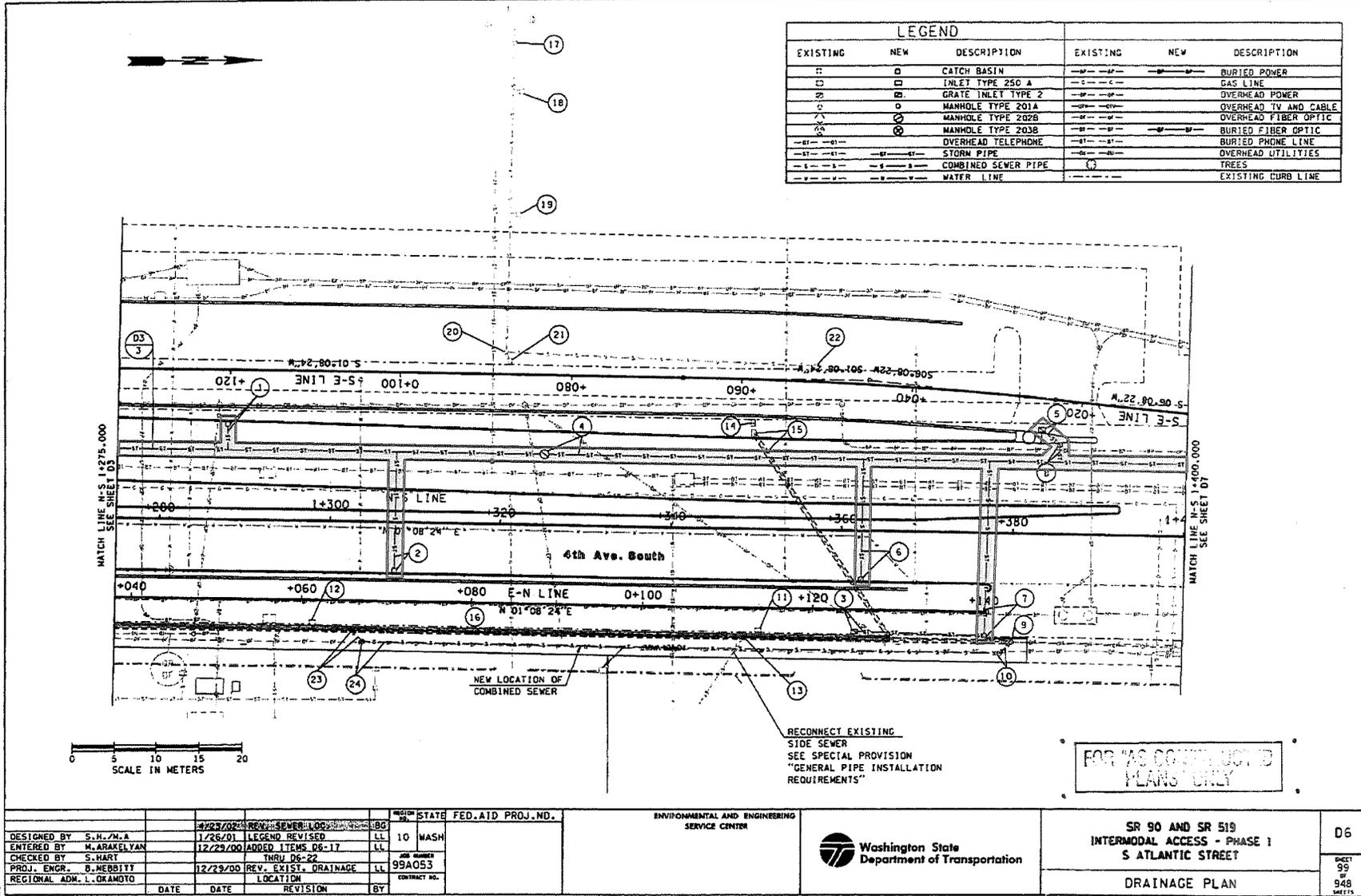
FOR "AS CONSTRUCTED" PLANS ONLY

DESIGNED BY S.H./M.A.	12/29/00	PROJ. NO. 99A053	10 WASH	FED. AID PROJ. NO.	ENVIRONMENTAL AND ENGINEERING SERVICE CENTER		SR 90 AND SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET	D5
ENTERED BY M. ARAKELIAN	12/29/00	REV. EXIST. DRAINAGE LL	99A053				DRAINAGE PLAN	SHEET 98 OF 948

Joyce Kling
 SDOT SR 519 Project Acquisition ORD ATT 1 EXH.
 July 3, 2014
 Version #3

04/08/2004C:\AA\WORK\VOL3021\SDOT\SR519\ORD ATT 1 EXH.dwg

g1esb



LEGEND			
EXISTING	NEW	DESCRIPTION	EXISTING NEW DESCRIPTION
□	□	CATCH BASIN	— — — — — BURIED POWER
□	□	INLET TYPE 250 A	— — — — — GAS LINE
□	□	GRATE INLET TYPE 2	— — — — — OVERHEAD POWER
○	○	MANHOLE TYPE 201A	— — — — — OVERHEAD TV AND CABLE
○	○	MANHOLE TYPE 202B	— — — — — OVERHEAD FIBER OPTIC
○	○	MANHOLE TYPE 203B	— — — — — BURIED FIBER OPTIC
— — — — —	— — — — —	OVERHEAD TELEPHONE	— — — — — BURIED PHONE LINE
— — — — —	— — — — —	STORM PIPE	— — — — — OVERHEAD UTILITIES
— — — — —	— — — — —	COMBINED SEWER PIPE	— — — — — TREES
— — — — —	— — — — —	WATER LINE	— — — — — EXISTING CURB LINE

FOR "AS CONSTRUCTED" PLANS ONLY

DESIGNED BY S.H./M.A.	4/22/00	REV. SEWER LOC.	LL	00	STATE	FED.AID PROJ.ND.	ENVIRONMENTAL AND ENGINEERING SERVICE CENTER	Washington State Department of Transportation	SR 90 AND SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET	D6
ENTERED BY M.ARAKELYAN	1/26/01	LEGEND REVISED	LL	10						
CHECKED BY S.HART		THRU DS-22								
PROJ. ENGR. B.MERBITT	12/23/00	REV. EXIST. DRAINAGE	LL	99A053						
REGIONAL ADM. L.OKAMOTO		LOCATION								
DATE	DATE	REVISION	BY	CONTRACT NO.						

Memorandum of Agreement GCA 6868 for SR 519/I-90 Intermodal Access - I/C Improvements Project Transfer of Real Property Interests and City Infrastructure to the City Of Seattle

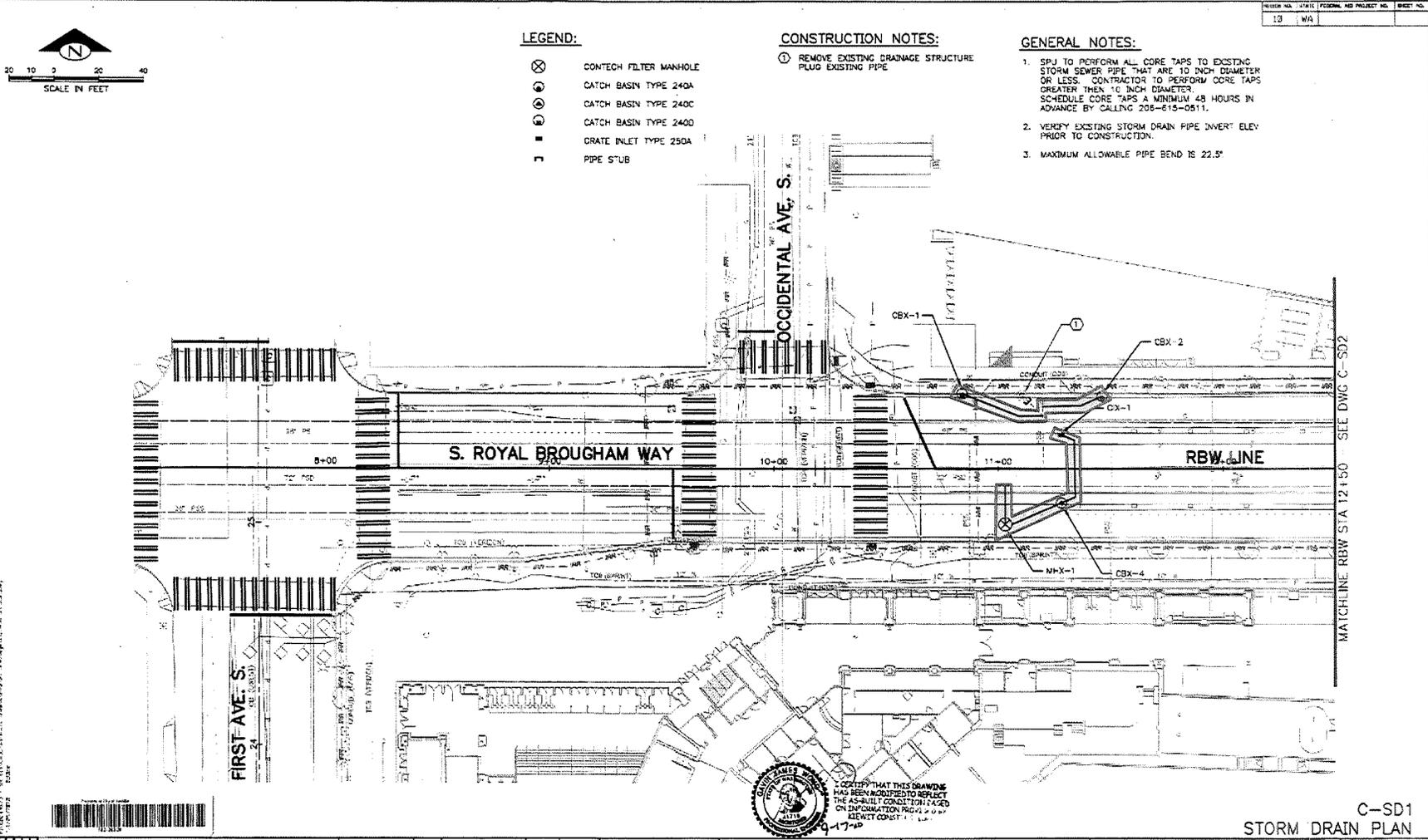
Exhibit K - City Infrastructure
 Phase 1 STORM DRAIN
 Sheet 6 of 28



Exhibit K to SDOT SR 519 Project Acquisition ORD ATT 1

Joyce Kling
 SDOIT SR 519 Project Acquisition ORD ATT 1 EXH 1
 July 3, 2014
 Version #3

AS-BUILT



PROJECT NO.	STATE	FISCAL YEAR	PROJECT NO.	SHEET NO.
13	WA			

LEGEND:

- ⊗ CONTECH FILTER MANHOLE
- ⊙ CATCH BASIN TYPE 240A
- ⊙ CATCH BASIN TYPE 240C
- ⊙ CATCH BASIN TYPE 240D
- GRATE INLET TYPE 250A
- ┌ PIPE STUB

CONSTRUCTION NOTES:

- ① REMOVE EXISTING DRAINAGE STRUCTURE PLUG EXISTING PIPE

GENERAL NOTES:

1. SPJ TO PERFORM ALL CORE TAPS TO EXISTING STORM SEWER PIPE THAT ARE 10 INCH DIAMETER OR LESS. CONTRACTOR TO PERFORM CORE TAPS GREATER THEN 10 INCH DIAMETER. SCHEDULE CORE TAPS A MINIMUM 48 HOURS IN ADVANCE BY CALLING 206-615-0511.
2. VERIFY EXISTING STORM DRAIN PIPE INVERT ELEV PRIOR TO CONSTRUCTION.
3. MAXIMUM ALLOWABLE PIPE BEND IS 22.5°

MATCHLINE RBW STA 12+50 SEE DWG C-SD2



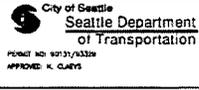
IF THIS MARK DOES NOT INDICATE THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE

REV. NO.	REVISION	DATE	BY
	RELEASE FOR CONSTRUCTION	4/13/09	

NAME OR DETAILS AND DATE
DESIGNED Y. SHARMA 6/12/08
CHECKED A. SHARMA 6/12/08
DRAWN Y. SHARMA 6/12/08
CHECKED A. SHARMA 6/12/08



NOTICE THAT THIS DRAWING HAS BEEN MODIFIED TO REFLECT THE AS-BUILT CONSTRUCTION BASED ON INFORMATION PROVIDED BY KIEWIT CONSULTANTS.



SR519/I-90 TO SR99 INTERMODAL ACCESS I/C IMPROVEMENTS

PROJECT NO.	STATE	FISCAL YEAR	PROJECT NO.	SHEET NO.
13	WA			
DATE	REV.	PC	BY	
7/2/2013	26			
SHEET 26 OF 288				

Exhibit K - City Infrastructure
 Phase 2 STORM DRAIN

Sheet 8 of 28

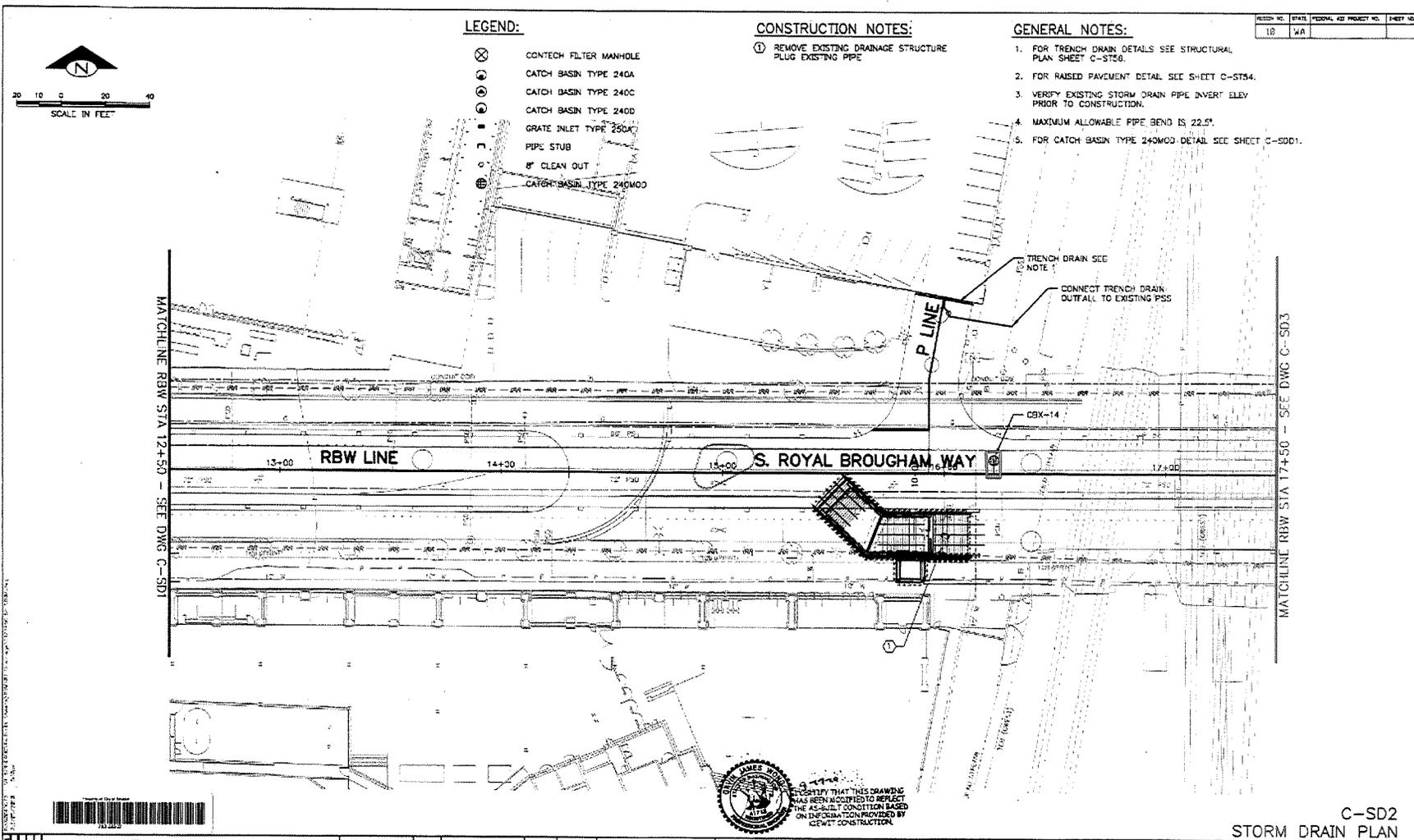
Memorandum of Agreement GCA 6868 for SR 519/I-90 Intermodal Access - I/C Improvements Project
 Transfer of Real Property Interests and City Infrastructure to the City Of Seattle

Exhibit K to SDOIT SR 519 Project Acquisition ORD ATT 1





AS-BUILT



Memorandum of Agreement GCA 6868 for SR 519/I-90 Intermodal Access - I/C Improvements Project
 Transfer of Real Property Interests and City Infrastructure to the City of Seattle

Exhibit K - City Infrastructure
 Phase 2 STORM DRAIN
 Sheet 9 of 28

Exhibit K to SDOT SR 519 Project Acquisition ORD ATT 1

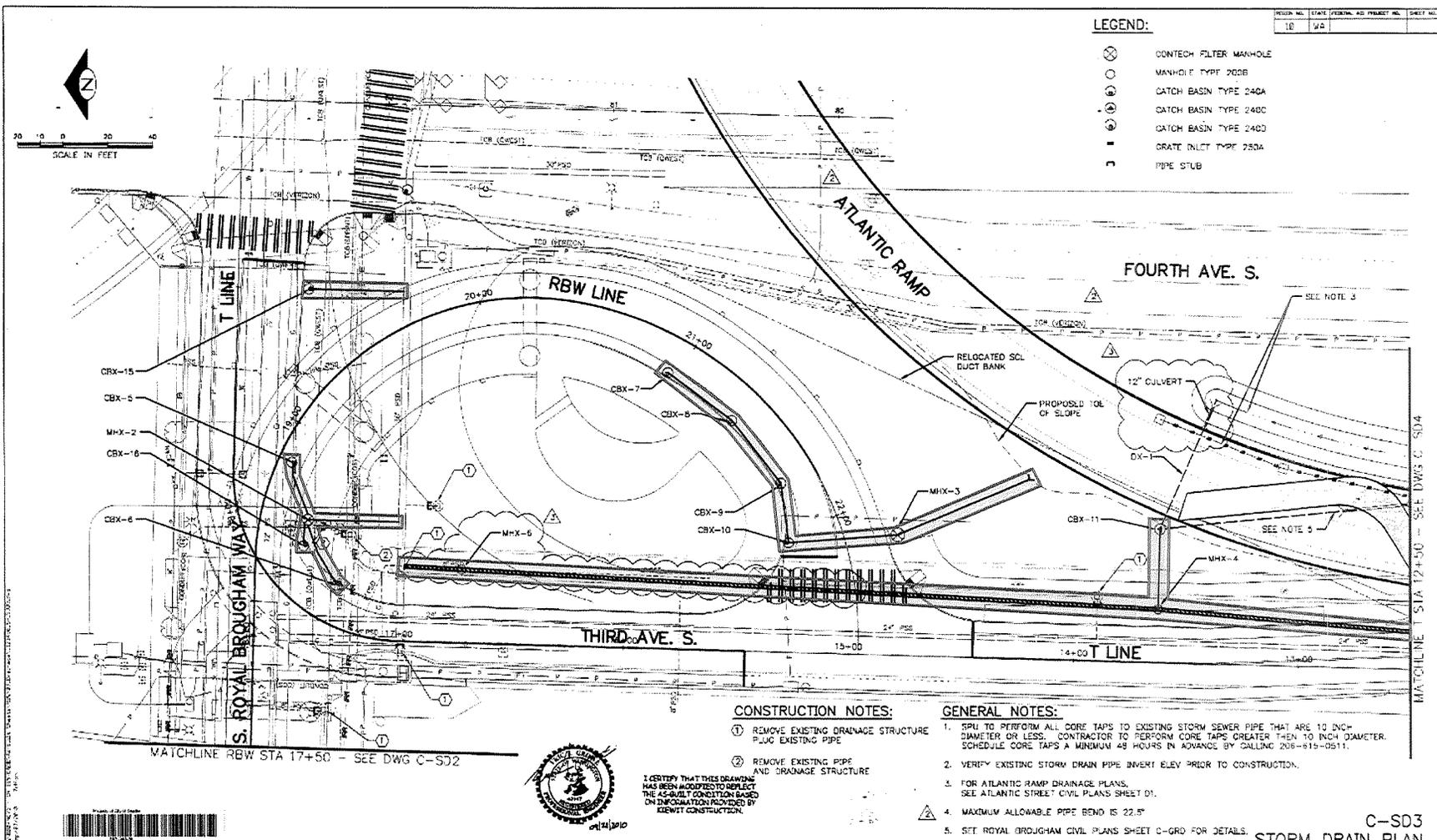
Joyce Kling
 SDOT SR 519 Project Acquisition ORD ATT 1 EXH.
 July 3, 2014
 Version #3

			NAME OF DETAILS AND DATE: DESIGNED: J. JARREMAN 6/12/08 CHECKED: R. JARREMAN 6/12/08		City of Seattle Seattle Department of Transportation PERMIT NO. 80131/83209 APPROVED: K. CLAYTON	SR519/I-90 TO SR99 INTERMODAL ACCESS I/C IMPROVEMENTS	S PG 27
			WASHINGTON STATE DEPARTMENT OF TRANSPORTATION DIVISION OF DESIGN & CONSTRUCTION				APPROVED: K. CLAYTON

C-S02
STORM DRAIN PLAN



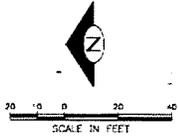
AS-BUILT



LEGEND:

- ⊗ CONTECH FILTER MANHOLE
- MANHOLE TYPE 260B
- ⊙ CATCH BASIN TYPE 240A
- ⊙ CATCH BASIN TYPE 240C
- ⊙ CATCH BASIN TYPE 240D
- ⊙ GRATE INLET TYPE 250A
- PIPE STUB

PROJECT NO.	STATE	FEDERAL AID PROJECT NO.	SHEET NO.
10	WA		



CONSTRUCTION NOTES:

- ① REMOVE EXISTING DRAINAGE STRUCTURE PLUG EXISTING PIPE
- ② REMOVE EXISTING PIPE AND DRAINAGE STRUCTURE

GENERAL NOTES:

1. SPU TO PERFORM ALL CORE TAPS TO EXISTING STORM SEWER PIPE THAT ARE 10 INCH DIAMETER OR LESS. CONTRACTOR TO PERFORM CORE TAPS GREATER THAN 10 INCH DIAMETER. SCHEDULE CORE TAPS A MINIMUM 48 HOURS IN ADVANCE BY CALLING 206-835-0511.
2. VERIFY EXISTING STORM DRAIN PIPE INVERT ELEV PRIOR TO CONSTRUCTION.
3. FOR ATLANTIC RAMP DRAINAGE PLANS, SEE ATLANTIC STREET CIVIL PLANS SHEET D1.
4. MAXIMUM ALLOWABLE PIPE BEND IS 22.5°
5. SEE ROYAL BROUGHAM CIVIL PLANS SHEET C-GRD FOR DETAILS.

I CERTIFY THAT THIS DRAWING HAS BEEN MODIFIED TO REFLECT THE AS-BUILT CONDITION BASED ON INFORMATION PROVIDED BY KIEWIT CONSTRUCTION.



Washington State Department of Transportation

Kiewit
AECOM

REV	NO	DESCRIPTION	DATE	BY
1	AS-BUILT		7/24/10	PKS
2	02/14		8/12/10	PKS
3	18 700- PFC R/F		9/22/09	PKS
4	PACKAGE FOR CONSTRUCTION		8/12/09	PKS

NAME OF INITIALS AND DATE	
DESIGNED: YAMAMOTO	8/12/09
ENGINEER: KOSWIKER	8/12/09
EXAMINER: YAMAMOTO	8/12/09
CHECKED: KOSWIKER	8/12/09

City of Seattle
Seattle Department of Transportation

PHONE NO: 206.320.7332
APPROVED: G. CLARKE

SR519/I-90 TO SR99 INTERMODAL ACCESS I/C IMPROVEMENTS

C-S03
STORM DRAIN PLAN

PC	8/10
CD	
DATE PLAN NO	702-202
SHEET	28 OF 288

Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH.
July 3, 2014
Version #3

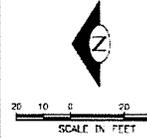
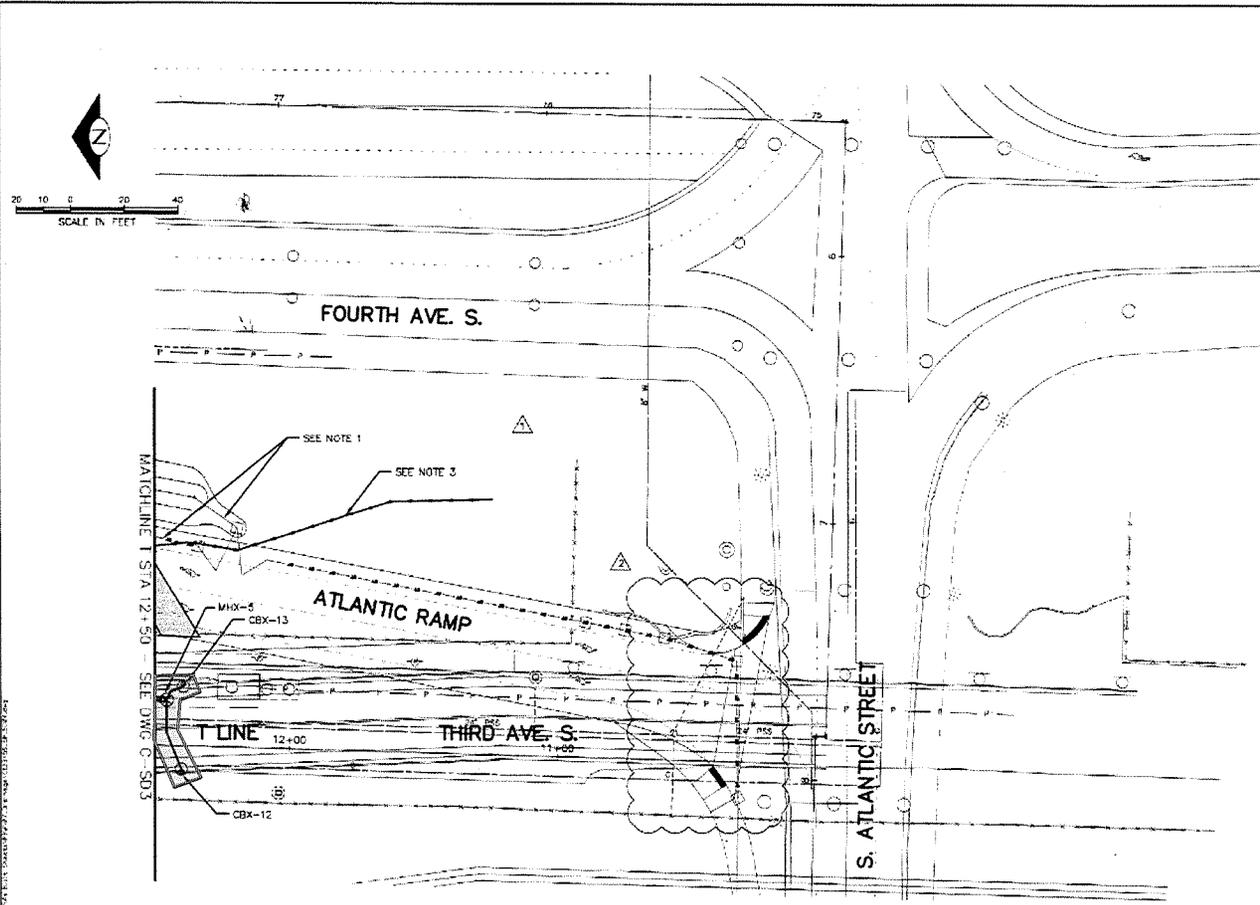
Memorandum of Agreement GCA 6868 for SR 519/I-90 Intermodal Access - I/C Improvements Project
Transfer of Real Property Interests and City Infrastructure to the City of Seattle

Exhibit K - City Infrastructure
Phase 2 STORM DRAIN
Sheet 10 of 28

Exhibit K to SDOT SR 519 Project Acquisition ORD ATT 1



AS-BUILT



GENERAL NOTES:

1. FOR ATLANTIC RAMP DRAINAGE PLANS, SEE ATLANTIC STREET CIVIL PLANS SHEET D1.
2. MAXIMUM ALLOWABLE PIPE BEND IS 22.5°.
3. SEE ROYAL BROUHAM CIVIL PLANS SHEET C-GRD FOR DETAILS.

LEGEND:

- ⊗ CONTECH FILTER MANHOLE
- ⊙ CATCH BASIN TYPE 240A
- ⊙ CATCH BASIN TYPE 240C
- ⊙ CATCH BASIN TYPE 240D
- GRATE INLET TYPE 250A
- ┌ PIPE STUB

REVISION NO.	DATE	ISSUED FOR PROJECT NO.	SHEET NO.
10	W.A.		

Memorandum of Agreement GCA 6868 for
 SR 519/I-90 Intermodal Access - I/C
 Improvements Project
 Transfer of Real Property Interests and
 City Infrastructure to the City Of Seattle

Exhibit K - City Infrastructure
 Phase 2 STORM DRAIN
 Sheet 11 of 28

Joyce Kling
 SDOT SR 519 Project Acquisition ORD ATT 1 EXH 1
 July 3, 2014
 Version #3



Washington State Department of Transportation
Kiewit AECOM

1. THIS DRAWING IS NOT MEASURED FROM THE ORIGINAL SCALE.	2. THIS MAY BE USED FOR CONSTRUCTION.	3. THIS MAY BE USED FOR CONSTRUCTION.	4. THIS MAY BE USED FOR CONSTRUCTION.
REV NO.	REVISION	DATE	BY
AS-BUILT		7/2/14	WJD
NO. 14		7/2/14	WJD
DATE FOR CONSTRUCTION		6/2/14	WJD

City of Seattle Department of Transportation
 I CERTIFY THAT THIS DRAWING HAS BEEN MODIFIED TO REFLECT THE AS-BUILT CONDITIONS ON INFORMATION PROVIDED BY KIEWIT CONSTRUCTION.

City of Seattle Department of Transportation
 NAME OR INITIALS AND DATE:
 REGINA YORSHANN 6/12/14
 SHARON ROBINSON 6/12/14
 DORIS ROBINSON 6/12/14

City of Seattle Department of Transportation
 SHEET NO. 1117/10329
 APPROVED: K. GUYER

SR519/I-90 TO SR99
 INTERMODAL ACCESS
 I/C IMPROVEMENTS

C-SD4
 STORM DRAIN PLAN

NO.	PC
11	6/4
12	10
VALUET PLAN NO.	
782-263	
SHEET	29 of 288



T.24N. R4E. W.M.
CITY OF SEATTLE

SHEET 6 OF 11
CHANGE ORDER NO. 57
CONTRACT 5983

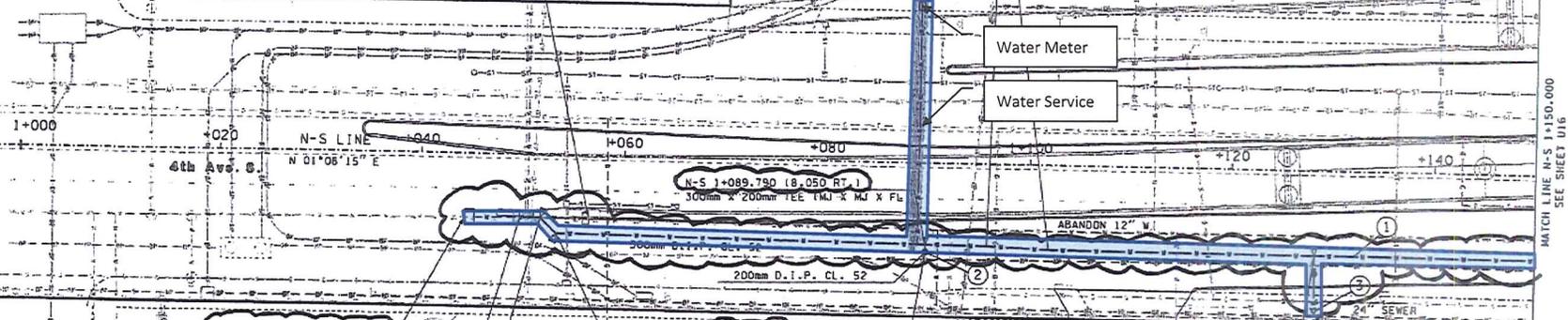
ABBREVIATIONS:

MJ	MECHANICAL JOINT
RJ	RESTRAINED JOINT
FL	FLANGED JOINT
D.I.P.	DUCTILE IRON PIPE
CL.	CLASS
CB	CONCRETE BLOCKING
SPU	SEATTLE PUBLIC UTILITIES

UTILITIES LEGEND

DESCRIPTION	EXISTING	NEW
GAS	---	---
BURIED FIBER OPTIC	---	---
OVERHEAD FIBER OPTIC	---	---
BURIED POWER	---	---
OVERHEAD POWER	---	---
SANITARY SEWER	---	---
STORM SEWER	---	---
BURIED TELEPHONE	---	---
OVERHEAD TELEPHONE	---	---
BURIED TELEVISION/CABLE	---	---
OVERHEAD TELEVISION/CABLE	---	---
WATER	---	---
CONCRETE BLOCKING	---	Δ

B. Massachusetts St.



- NOTES:
1. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES BEFORE EXCAVATION. LOCATIONS SHOWN ARE APPROXIMATE.
 2. ALL BENDS, CROSSES, TEES, AND DEAD ENDS IN WATER PIPES SHALL BE RESTRAINED IN ACCORDANCE WITH CITY OF SEATTLE STD. PLAN 330 OR 331.
 3. ALL UNDERGROUND PIPES SHALL BE COATED WITH 25 TO 30 MILS OF THERMOPLASTIC POWDER COATING IN ACCORDANCE WITH SECTION 9-30.3.
 4. ALL STATIONS AND OFFSETS IN METERS UNLESS OTHERWISE DESIGNATED.
 5. ALL SERVICE RECONNECTIONS BY SPU WATER.
 6. ALL MATERIALS FOR THE FINAL CONNECTION, EXCEPT THE ISOLATION COUPLING, SHALL BE PROVIDED BY THE CONTRACTOR.

FOR "AS CONSTRUCTED PLANS" ONLY

DESIGNED BY	B. GLAS / S. ROSANE	01/21/02	REV. SERVICE PIPE	BCG
ENTERED BY	B. GLAS / S. ROSANE	7/31/02	REV. PIPE LOC.	BC
CHECKED BY	B. GLAS	6/28/02	REV. CUT/CAP LOC.	BC
PROJ. ENGR.	B. NEBBITT	3/26/02	REV. VALVE LOC.	BC
REGIONAL ADM.	J. DKAMOTO	11/30/01	REV. PIPE LOC.	BC
DATE			REVISION	BY

ENVIRONMENTAL AND ENGINEERING SERVICE CENTER

Washington State Department of Transportation

SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET

UTILITY PLAN - WATER

U15

SHEET 13 OF 13

Exhibit K - City Infrastructure
Phase 1 WATER
Sheet 12 of 28

Memorandum of Agreement GCA 6868 for SR 519/I-90 Intermodal Access - I/C Improvements Project
Transfer of Real Property Interests and City Infrastructure to the City of Seattle

Exhibit K to SDOT SR 519 Project Acquisition ORD ATT 1

Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH
July 3, 2014
Version #3
PLOT1 09/03/2004 C:\NAMOR\K\021\021\021\Water.Dgn g10sb



T.24N. R4E. W.M. CITY OF SEATTLE

DESCRIPTION	EXISTING	NEW
GAS	---	---
BURIED FIBER OPTIC	---	---
OVERHEAD FIBER OPTIC	---	---
BURIED POWER	---	---
OVERHEAD POWER	---	---
SANITARY SEWER	---	---
STORM SEWER	---	---
BURIED TELEPHONE	---	---
OVERHEAD TELEPHONE	---	---
BURIED TELEVISION/CABLE	---	---
OVERHEAD TELEVISION/CABLE	---	---
WATER	---	---
CONCRETE BLOCKING	---	---

SUBSTITUTE W/POLYETHYLENE WRAP FOR W/WR FROM TEE TO WEST PER LETTER #US1 4/15/02

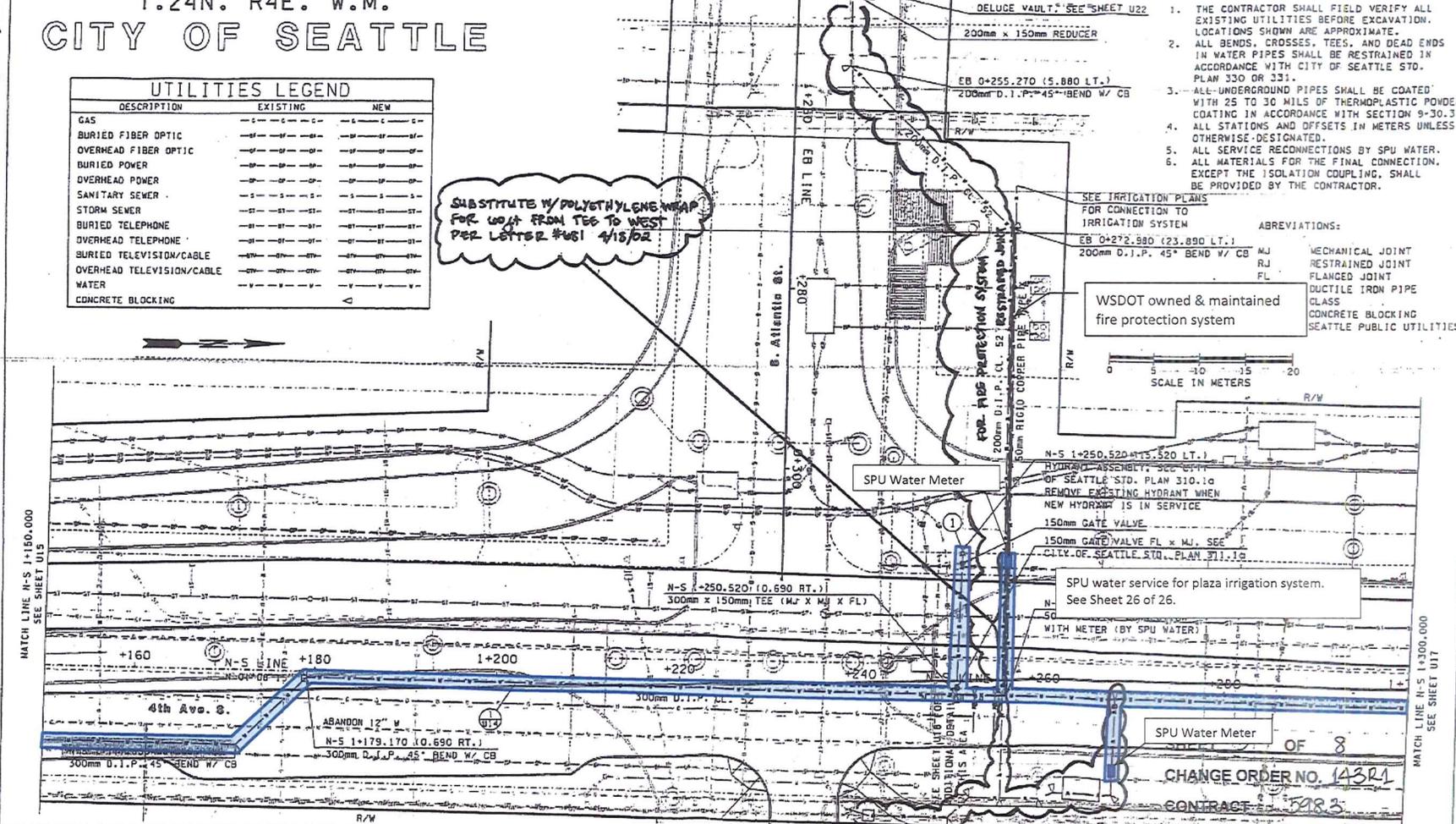
- NOTES:
1. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES BEFORE EXCAVATION. LOCATIONS SHOWN ARE APPROXIMATE.
 2. ALL BENDS, CROSSES, TEES, AND DEAD ENDS IN WATER PIPES SHALL BE RESTRAINED IN ACCORDANCE WITH CITY OF SEATTLE STD. PLAN 330 OR 331.
 3. ALL UNDERGROUND PIPES SHALL BE COATED WITH 25 TO 30 MILS OF THERMOPLASTIC POWDER COATING IN ACCORDANCE WITH SECTION 9-30.3. OTHERWISE DESIGNATED.
 4. ALL STATIONS AND OFFSETS IN METERS UNLESS OTHERWISE DESIGNATED.
 5. ALL SERVICE RECONNECTIONS BY SPU WATER.
 6. ALL MATERIALS FOR THE FINAL CONNECTION, EXCEPT THE ISOLATION COUPLING, SHALL BE PROVIDED BY THE CONTRACTOR.

ABBREVIATIONS:

MJ	MECHANICAL JOINT
RJ	RESTRAINED JOINT
FL	FLANGED JOINT
	DUCTILE IRON PIPE CLASS
	CONCRETE BLOCKING
	SEATTLE PUBLIC UTILITIES

WSDOT owned & maintained fire protection system

SCALE IN METERS



DESIGNED BY	B. GLAS / S. ROSANE	SECTION NO.	10	STATE	WASH	FED. AID PROJ. NO.	
ENTERED BY	B. GLAS / S. ROSANE	DATE	11/23/02	REVISED BY	REV. PIPE LOC	BY	BC
CHECKED BY	B. GLAS	DATE	11/23/02	REVISED BY	REV. PIPE LOC	BY	BC
PROJ. ENGR.	S. NEBBITT	DATE	11/23/02	REVISED BY	REV. PIPE LOC	BY	BC
REGIONAL ADM.	J. OKAMOTO	DATE	11/23/02	REVISED BY	REV. PIPE LOC	BY	BC

ENVIRONMENTAL AND ENGINEERING SERVICE CENTER

FOR "AS CONSTRUCTED PLANS" ONLY

Washington State Department of Transportation

SR 519 INTERMODAL ACCESS - PHASE I S ATLANTIC STREET

UTILITY PLAN - WATER

U16

137 SHEET 948 SHEETS

Exhibit K - City Infrastructure
Phase 1 WATER
Sheet 13 of 28

Memorandum of Agreement GCA 6868 for SR 519/I-90 Intermodal Access - I/C Improvements Project
Transfer of Real Property Interests and City Infrastructure to the City of Seattle

Exhibit K to SDOT SR 519 Project Acquisition ORD ATT 1

Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH 1
July 3, 2014
Version #1

PLD12 09/03/2004 C:\AAW\ork\vol_3021\dgn\3021shwater.dgn

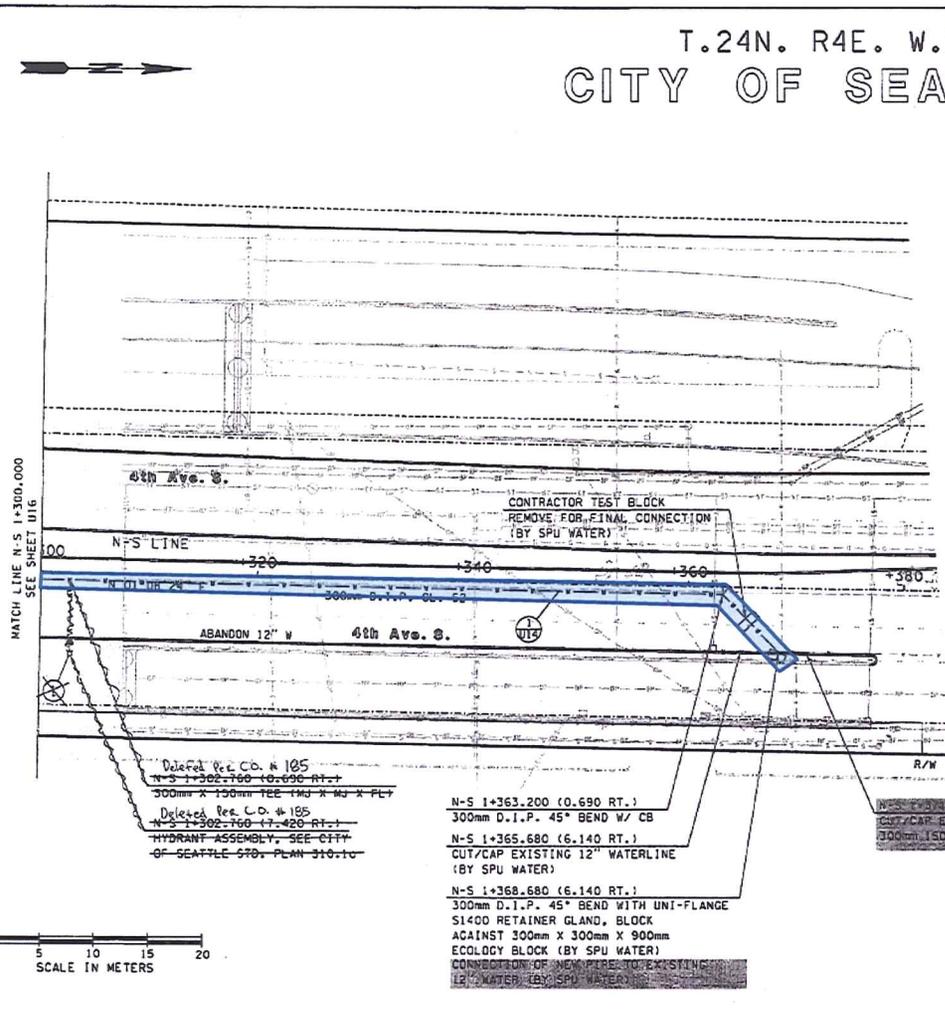


T.24N. R4E. W.M.
CITY OF SEATTLE

UTILITIES LEGEND		
DESCRIPTION	EXISTING	NEW
GAS	— G — G — G —	— S — S — S —
BURIED FIBER OPTIC	— F — F — F —	— F — F — F —
OVERHEAD FIBER OPTIC	— OF — OF — OF —	— OF — OF — OF —
BURIED POWER	— P — P — P —	— P — P — P —
OVERHEAD POWER	— OP — OP — OP —	— OP — OP — OP —
SANITARY SEWER	— S — S — S —	— S — S — S —
STORM SEWER	— ST — ST — ST —	— ST — ST — ST —
BURIED TELEPHONE	— T — T — T —	— T — T — T —
OVERHEAD TELEPHONE	— OT — OT — OT —	— OT — OT — OT —
BURIED TELEVISION/CABLE	— TV — TV — TV —	— TV — TV — TV —
OVERHEAD TELEVISION/CABLE	— OTV — OTV — OTV —	— OTV — OTV — OTV —
WATER	— W — W — W —	— W — W — W —
CONCRETE BLOCKING		Δ

Memorandum of Agreement GCA 6868 for
SR 519/I-90 Intermodal Access - I/C
Improvements Project
Transfer of Real Property Interests and
City Infrastructure to the City of Seattle

Exhibit K to SDOT SR 519 Project Acquisition ORD ATT 1



FOR INFO

- ABBREVIATIONS:
- MJ MECHANICAL JOINT
 - RJ RESTRAINED JOINT
 - FL FLANGED JOINT
 - D.I.P. DUCTILE IRON PIPE
 - CL. CLASS
 - CB CONCRETE BLOCKING
 - SPU SEATTLE PUBLIC UTILITIES

- NOTES:
- THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES BEFORE EXCAVATION. LOCATIONS SHOWN ARE APPROXIMATE.
 - ALL BENDS, CROSSES, TEES, AND DEAD ENDS IN WATER PIPES SHALL BE RESTRAINED IN ACCORDANCE WITH CITY OF SEATTLE STD. PLAN 330 OR 331.
 - ALL UNDERGROUND PIPES SHALL BE COATED WITH 25 TO 30 MILS OF THERMOPLASTIC POWDER COATING IN ACCORDANCE WITH SECTION 9-30.
 - ALL STATIONS AND OFFSETS IN METERS UNLESS OTHERWISE DESIGNATED.
 - ALL SERVICE RECONNECTIONS BY SPU WATER.
 - ALL MATERIALS FOR THE FINAL CONNECTION, EXCEPT THE ISOLATION COUPLING, SHALL BE PROVIDED BY THE CONTRACTOR.

WSP 1+368.680 (6.140 RT.)
CUT/CAP EXISTING 12" WATER LINE AND
300mm ISOLATION COUPLING (BY SPU WATER)

N-S 1+363.200 (0.690 RT.)
300mm D.I.P. 45° BEND W/ CB

N-S 1+365.680 (6.140 RT.)
CUT/CAP EXISTING 12" WATERLINE
(BY SPU WATER)

N-S 1+368.680 (6.140 RT.)
300mm D.I.P. 45° BEND WITH UNI-FLANGE
S1400 RETAINER GLAND, BLOCK
AGAINST 300mm X 300mm X 900mm
ECOLOGY BLOCK (BY SPU WATER)

CONNECTION OF NEW PIPE TO EXISTING
12" WATER (BY SPU WATER)

Deleted Res. C.D. # 185
N-S 1+302.760 (0.690 RT.)
300mm X 150mm TEE (M-J X M-J X P-L)

Deleted Res. C.D. # 185
N-S 1+302.760 (7.420 RT.)
HYDRANT ASSEMBLY, SEE CITY
OF SEATTLE STD. PLAN 310.10

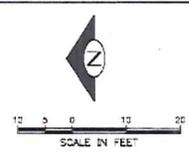
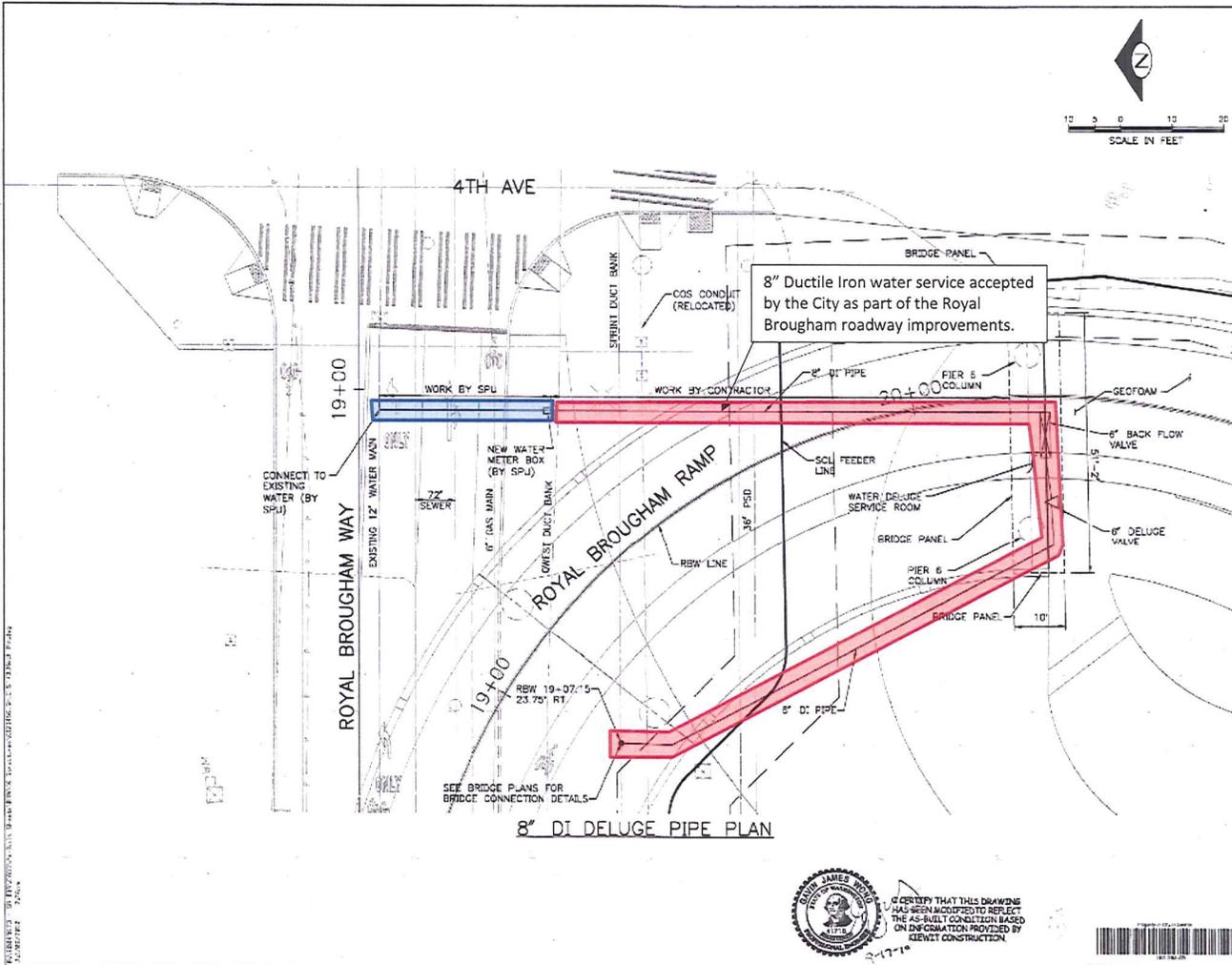
DESIGNED BY B. GLAS / S. ROSANE	REGION NO. 10	STATE WASH	FED. AID PROJ. NO.	ENVIRONMENTAL AND ENGINEERING SERVICE CENTER	Washington State Department of Transportation	SR 90 AND SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET	U17
ENTERED BY B. GLAS / S. ROSANE	JOB NUMBER 99A053	DATE 12-29-00	NOTE REVISION	BY LKM			
CHECKED BY B. GLAS	UTILITY PLAN - WATER						
PROJ. ENGR. B. NEBBITT	10/26/01 CONNECTION NOTE REVISION						
REGIONAL ADM. J. OKAMOTO	12-29-00 NOTE REVISION						

Exhibit K - City Infrastructure
Phase 1 WATER
Sheet 14 of 28

Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH 1
July 3, 2014
Version #3

PLUT3 01/16/2001 51\41235\3021\30215\Moter_09n

MCC16L



8" Ductile Iron water service accepted by the City as part of the Royal Brougham roadway improvements.

GENERAL NOTES:

1. CONTACT SPU FOR WATER CONNECTION PERMIT/REQUIREMENTS.
2. LOCATION OF 6" & 8" DI PIPE SHALL BE DETERMINED IN THE FIELD.
3. COORDINATE LOCATION OF 8" DI PIPE TO BACK FLOW PREVENTOR WITH FERE PROTECTION SUBCONTRACTOR.
4. LOCATION/DETAILS OF DELUGE VALVE, EMERGENCY RELEASE, VALVE PANELS, LIGHTING, HEATER, TO BE DETERMINED IN FIELD BY FIRE DEPARTMENT SUBCONTRACTOR AND MEET FIRE DEPARTMENT REQUIREMENTS. EQUIPMENT SHALL BE INSTALLED IN THE WATER DELUGE SERVICE ROOM LOCATED UNDER PIER 5.
5. FOR WATER DELUGE SERVICE ROOM WALLS, SEE C-WA23 & C-ST72.
6. HEATING REQUIREMENTS: ONE (1) WARKEL 5100 SERIES TASKMASTER HEAVY DUTY HEATER WITH FAN, OR EQUAL (MIN 3KW, MIN 11 BTU, 240V.) MOUNT VERTICALLY PER MANUFACTURERS RECOMMENDATION. INSTALL REMOTE THERMOSTAT ON WALL.
7. LIGHTING REQUIREMENTS: FOUR (4) LITHONIA 2224V, OR EQUAL, TO GENERAL PURPOSE INDUSTRIAL FLUORESCENT FIXTURES (32 WATT, 120V) SPACED EQUALLY IN THE ROOM. CONNECTION TO CEILING, PER MANUFACTURER RECOMMENDATIONS.
8. INSTALL 2" POLYSTYRENE BOARDS TO BRIDGE PANEL WALLS & CEILING WITH ADHESIVE.
9. ROOM FLOOR TO CONSIST OF 2"-3" MINERAL AGGREGATE TYPE 1.
10. "KNOCK BOX" TO BE INSTALLED ON THE BRIDGE PANEL, NEXT TO THE DOOR PER SEATTLE FIRE DEPARTMENT REQUIREMENTS. SEE C-WA23 FOR DOOR LOCATIONS.
11. PROVIDE 120V ELECTRICAL TO WATER DELUGE SERVICE ROOM.
12. DUCTILE IRON WATER PIPE SHALL BE RESTRAINED JOINT OR CONCRETE THRUST BLOCKS SHALL BE USED PER NOTE 16.
13. DUCTILE IRON PIPE AND FITTINGS SHALL MEET THE REQUIREMENTS OF THE CITY OF SEATTLE STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION SECTIONS 9-30.1(1) AND 9-30.2(1).
14. DUCTILE IRON PIPE AND FITTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SEATTLE STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION SECTION 7-11.
15. SEE CITY OF SEATTLE STANDARD PLAN 350 AND CITY OF SEATTLE STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION SECTION 7-10 FOR TRENCH DETAILS.
16. ALL BLOCKING SHALL BE CONCRETE CL 3000.
17. SEE BRIDGE PLANS FOR PIPE TYPE, ROUTING, AND SUPPORT ON BRIDGE STRUCTURES.
18. SEE CITY OF SEATTLE STANDARD PLAN NO. 330a, 331c & 331d FOR CONCRETE THRUST BLOCK.
19. PROVIDE 120/240V PANEL AND METER BASE WITHIN ROOM.
20. AFTER INSTALLATION, SHACKLE RODS & TURNBUCKLES SHALL BE CLEANED AND COATED WITH 2 COATS OF ASPHALTIC VARNISH, ROYSTON ROYKOTE #612M OR APPROVED EQUAL.
21. SHACKLE RODS SHALL BE FUSION BONDED EPOXY COATED ROUND WELD STEEL, ASTM A36, WITH THREADS ON ENDS ONLY.

C-ST73
WATER DELUGE SERVICE ROOM

DATE	11/29/08	BY	GW
REVISION			

NAME OF INITIALS AND DATE	8/20/08
CHECKED	8/20/08
DATE	8/20/08

PROJECT NO. 9031/5319
APPROVED: K. CLARK

SR519/I-90 TO SR99 INTERMODAL ACCESS I/C IMPROVEMENTS

PC	225-288
R/W	
CD	
WALL PLAN NO.	782-283
SHEET	225-288

Memorandum of Agreement GCA 6868 for SR 519/I-90 Intermodal Access - I/C
Improvements Project
Transfer of Real Property Interests and City Infrastructure to the City of Seattle

Exhibit K - City Infrastructure
Phase 2 WATER
Sheet 15 of 28

Exhibit K to SDOT SR 519 Project Acquisition ORD ATT 1





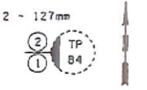
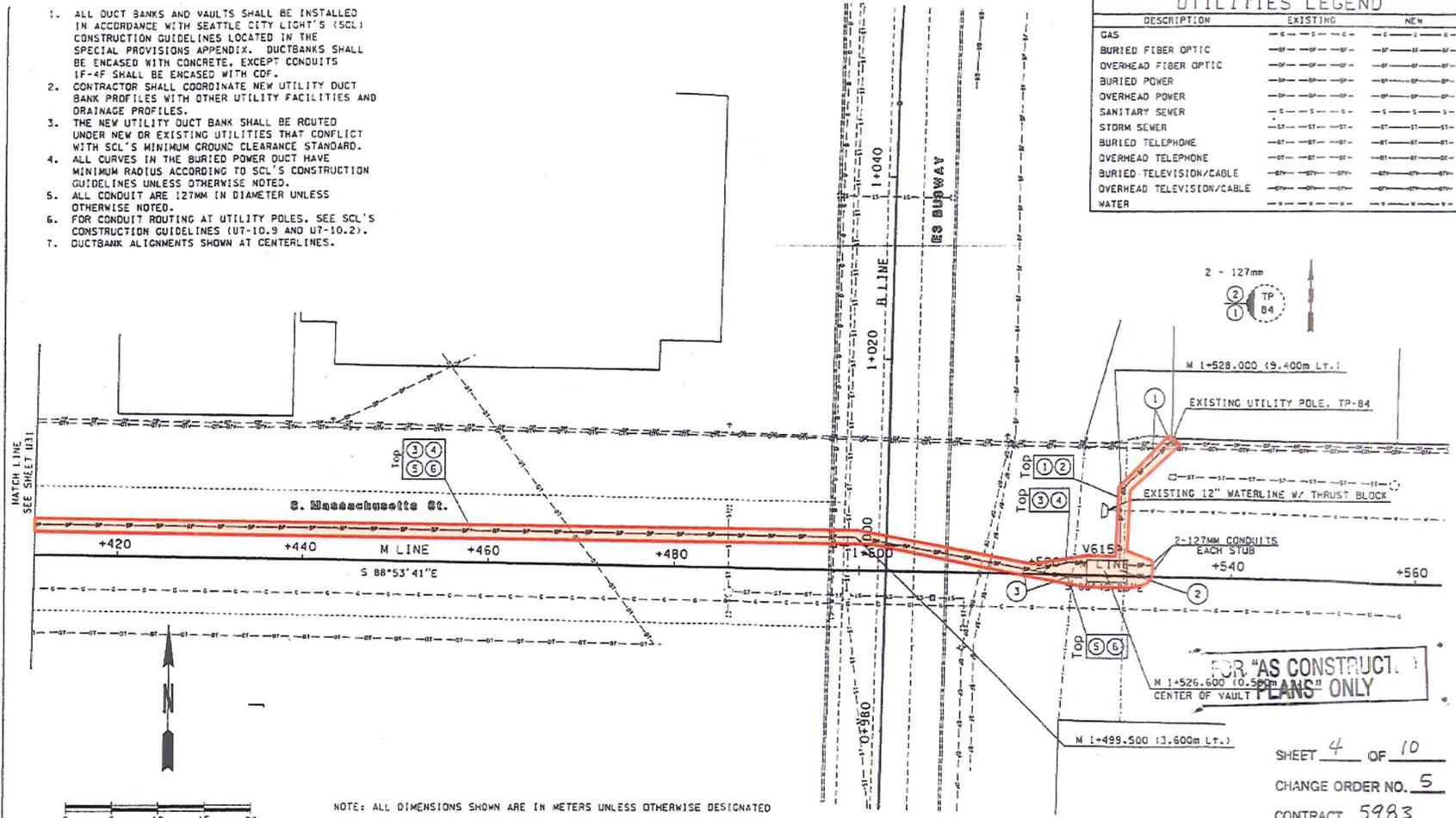
Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH 1
July 3, 2014
Version #3

PL0114 08/20/2004 S:\A\12352\3021\3021\Sheet1.dgn to

NOTES:

1. ALL DUCT BANKS AND VAULTS SHALL BE INSTALLED IN ACCORDANCE WITH SEATTLE CITY LIGHT'S (SCL) CONSTRUCTION GUIDELINES LOCATED IN THE SPECIAL PROVISIONS APPENDIX. DUCTBANKS SHALL BE ENCASED WITH CONCRETE, EXCEPT CONDUITS 1F-4F SHALL BE ENCASED WITH CDF.
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3. THE NEW UTILITY DUCT BANK SHALL BE ROUTED UNDER NEW OR EXISTING UTILITIES THAT CONFLICT WITH SCL'S MINIMUM GROUND CLEARANCE STANDARD.
4. ALL CURVES IN THE BURIED POWER DUCT HAVE MINIMUM RADII ACCORDING TO SCL'S CONSTRUCTION GUIDELINES UNLESS OTHERWISE NOTED.
5. ALL CONDUIT ARE 127MM IN DIAMETER UNLESS OTHERWISE NOTED.
6. FOR CONDUIT ROUTING AT UTILITY POLES, SEE SCL'S CONSTRUCTION GUIDELINES (UT-10.9 AND UT-10.2).
7. DUCTBANK ALIGNMENTS SHOWN AT CENTERLINES.

DESCRIPTION	UTILITIES LEGEND	
	EXISTING	NEW
GAS	---	---
BURIED FIBER OPTIC	---	---
OVERHEAD FIBER OPTIC	---	---
BURIED POWER	---	---
OVERHEAD POWER	---	---
SANITARY SEWER	---	---
STORM SEWER	---	---
BURIED TELEPHONE	---	---
OVERHEAD TELEPHONE	---	---
BURIED TELEVISION/CABLE	---	---
OVERHEAD TELEVISION/CABLE	---	---
WATER	---	---



FOR "AS CONSTRUCTED" PLANS ONLY

SHEET 4 OF 10
 CHANGE ORDER NO. 5
 CONTRACT 5983

DESIGNED BY	ENTERED BY	CHECKED BY	PROJ. ENGR.	REGIONAL ADM.	DATE	REVISION	BY
SCL	B.G./M.K.	B. SLOTT	B. NEDDI	J. DRAMOTO	05-24-01	MOVED VAULT V615	BC
					01-26-01	CENTERLINES ADDED	LKM

REGION	STATE	FED. AID PROJ. NO.
10	WASH	

ENVIRONMENTAL AND ENGINEERING SERVICE CENTER



SR 90 AND SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET

UTILITY PLAN - ELECTRICAL

U30
 SHEET 151 OF 151
 948 SHEETS

Exhibit K - City Infrastructure
 Phase 1 POWER

Sheet 16 of 28

Memorandum of Agreement GCA 6868 for SR 519/I-90 Intermodal Access - I/C Improvements Project
 Transfer of Real Property Interests and City Infrastructure to the City of Seattle

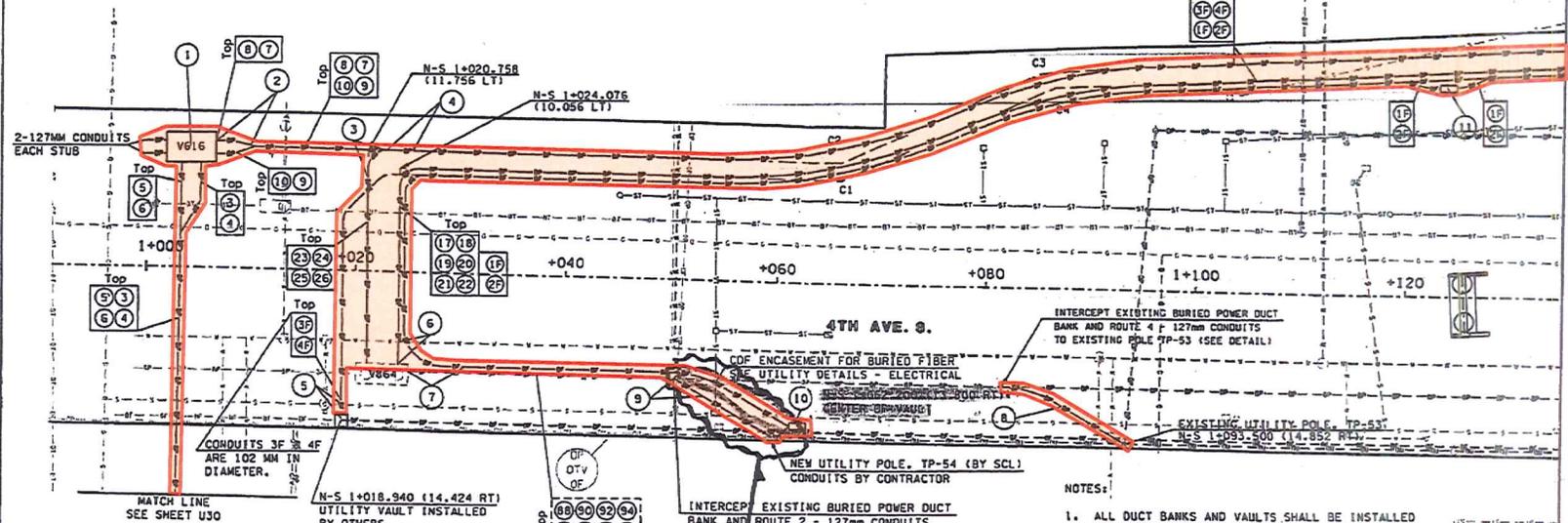
Exhibit K to SDOT SR 519 Project Acquisition ORD ATT 1



Memorandum of Agreement GCA 6868 for SR 519/I-90 Intermodal Access - I/C Improvements Project Transfer of Real Property Interests and City Infrastructure to the City Of Seattle

Exhibit K - City Infrastructure Phase 1 POWER Sheet 17 of 28

TOTAL CURVE DATA					
#	P.I. STATION	P.I. OFFSET	DELTA	RADIUS	LENGTH
C1	N-S 1+066.078	10.066 LT	25°00'00"	55.00	24.00
C2	N-S 1+066.076	11.768 LT	25°00'00"	55.00	24.00
C3	N-S 1+084.862	20.810 LT	19°48'36"	53.50	18.50
C4	N-S 1+086.266	19.488 LT	19°48'36"	53.50	18.50



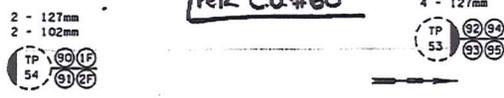
UTILITIES LEGEND		
DESCRIPTION	EXISTING	NEW
GAS	---	---
BURIED FIBER OPTIC	---	---
OVERHEAD FIBER OPTIC	---	---
BURIED POWER	---	---
OVERHEAD POWER	---	---
SANITARY SEWER	---	---
STORM SEWER	---	---
BURIED TELEPHONE	---	---
OVERHEAD TELEPHONE	---	---
BURIED TELEVISION/CABLE	---	---
OVERHEAD TELEVISION/CABLE	---	---
WATER	---	---

- NOTES:
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 6. FOR CONDUIT ROUTING AT UTILITY POLES, SEE SCL'S CONSTRUCTION GUIDELINES (U7-10.5 AND U7-10.2).
 7. DUCTBANK ALIGNMENTS SHOWN AT CENTERLINES.

FOR "AS CONSTRUCTED" PLANS

SHEET 4 OF 4
CHANGE ORDER NO. 60
CONTRACT 5983

NOTE: ALL DIMENSIONS SHOWN ARE IN METERS UNLESS OTHERWISE DESIGNATED



Per C.O.#60

DESIGNED BY SCL	STATE	FED.AID PROJ.NO.
ENTERED BY B.G./M.K.	10 WASH	
CHECKED BY S. Cios		
PROJ. ENGR. B. Hebbitt	03-28-02	REV. BF *10 LOC.
REGIONAL ADM. J. Okamoto	09-04-01	DUCTS B. 9 MODIFIED
DATE	DATE	REVISION

ENVIRONMENTAL AND ENGINEERING SERVICE CENTER



SR 90 AND SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET

U31 SHEET 152 OF 948 SHEETS

UTILITY PLAN - ELECTRICAL



Memorandum of Agreement GCA 6868 for SR 519/I-90 Intermodal Access - I/C Improvements Project Transfer of Real Property Interests and City Infrastructure to the City of Seattle

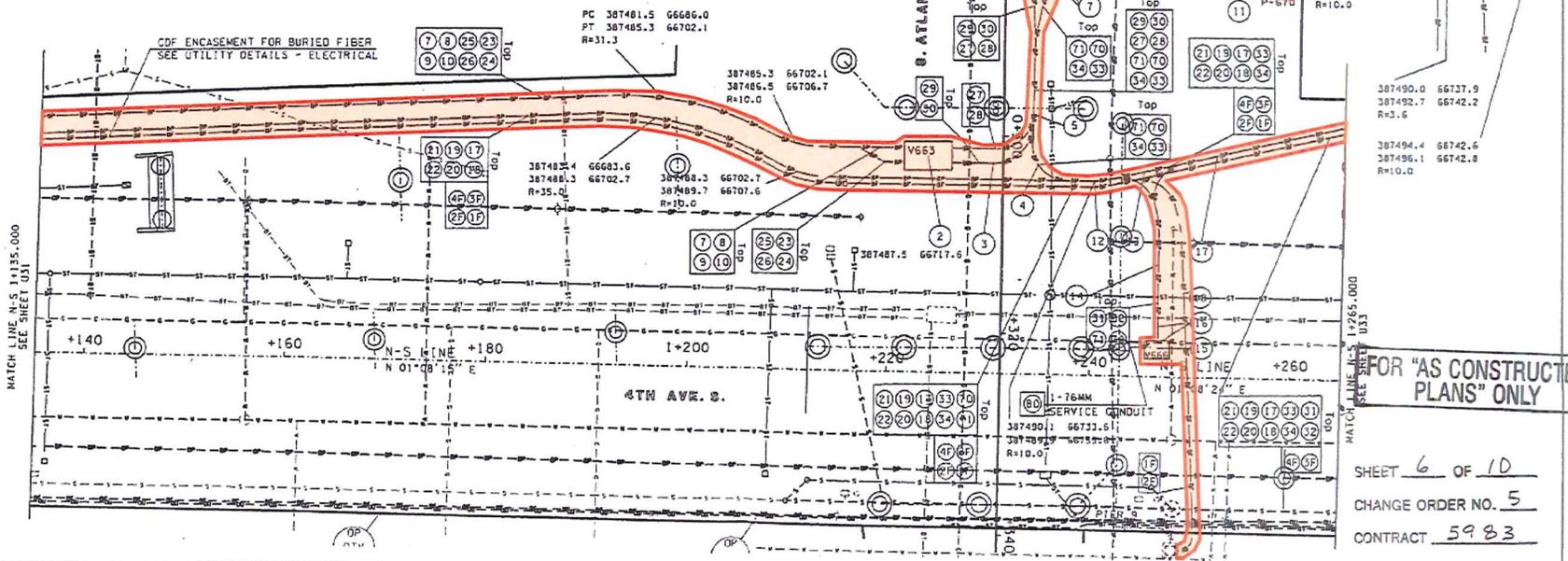
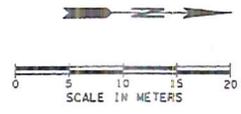
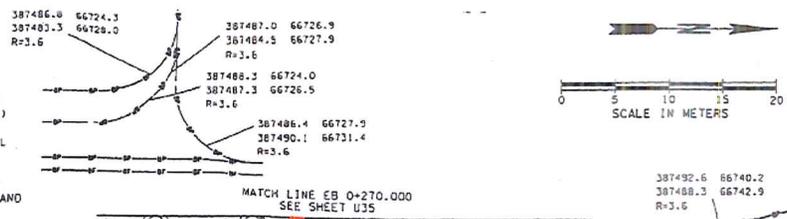
Exhibit K - City Infrastructure Phase 1 POWER Sheet 18 of 28

Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH 1
July 3, 2014
Version #3

08/20/2004 Sr\112352\13021\3021\SDUtilities.dgn PLOT16

UTILITIES LEGEND		
DESCRIPTION	EXISTING	NEW
GAS	— G —	— G —
BURIED FIBER OPTIC	— BF —	— BF —
OVERHEAD FIBER OPTIC	— OF —	— OF —
BURIED POWER	— BP —	— BP —
OVERHEAD POWER	— OP —	— OP —
SANITARY SEWER	— SS —	— SS —
STORM SEWER	— ST —	— ST —
BURIED TELEPHONE	— BT —	— BT —
OVERHEAD TELEPHONE	— OT —	— OT —
BURIED TELEVISION/CABLE	— BTV —	— BTV —
OVERHEAD TELEVISION/CABLE	— OTV —	— OTV —
WATER	— W —	— W —

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DESIGNED BY SCL	STATE	FED. AID PROJ. NO.	ENVIRONMENTAL AND ENGINEERING SERVICE CENTER	Washington State Department of Transportation	SR 90 AND SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET	U32
ENTERED BY B.G./M.K.	10 WASH					
CHECKED BY B. GIOS	JOB NUMBER	99A053				SHEET 153 OF 946 SHEETS
PROJ. ENGR. B. NEDDITT	09-05-01 REALIGNED MAIN DUCTS	BG				
REGIONAL ADM. J. DYKOTO	01-26-01 REVISED PJER LOCATION	LKM				
DATE	DATE	REVISION	BY			

SHEET 6 OF 10
CHANGE ORDER NO. 5
CONTRACT 5983

UTILITY PLAN - ELECTRICAL



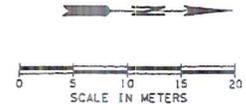
Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH K
July 3, 2014
Version #3

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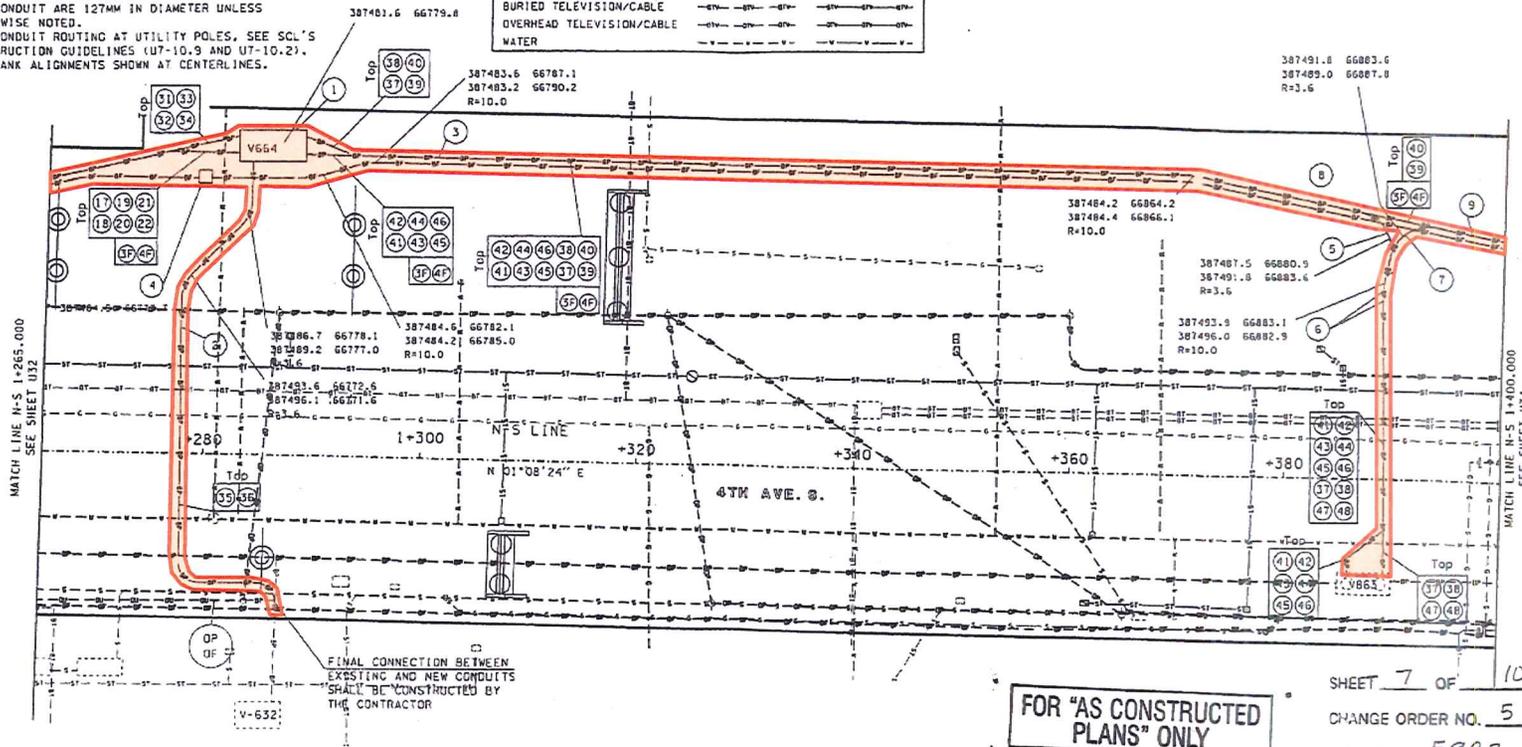
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UTILITIES LEGEND		
DESCRIPTION	EXISTING	NEW
GAS	—C—C—C—	—G—G—G—
BURIED FIBER OPTIC	—BF—BF—BF—	—BF—BF—BF—
OVERHEAD FIBER OPTIC	—OF—OF—OF—	—OF—OF—OF—
BURIED POWER	—BP—BP—BP—	—BP—BP—BP—
OVERHEAD POWER	—OP—OP—OP—	—OP—OP—OP—
SANITARY SEWER	—S—S—S—	—S—S—S—
STORM SEWER	—ST—ST—ST—	—ST—ST—ST—
BURIED TELEPHONE	—BT—BT—BT—	—BT—BT—BT—
OVERHEAD TELEPHONE	—OT—OT—OT—	—OT—OT—OT—
BURIED TELEVISION/CABLE	—BTV—BTV—BTV—	—BTV—BTV—BTV—
OVERHEAD TELEVISION/CABLE	—OTV—OTV—OTV—	—OTV—OTV—OTV—
WATER	—W—W—W—	—W—W—W—



ALL DIMENSIONS SHOWN ARE IN METERS UNLESS OTHERWISE DESIGNATED



FOR "AS CONSTRUCTED PLANS" ONLY

SHEET 7 OF 10
CHANGE ORDER NO. 5
CONTRACT 5983

DESIGNED BY SCL	REGION NO. 10	STATE FED. AID PROJ. NO. WASH
ENTERED BY B.G./M.K.		
CHECKED BY S. Gios	JOB NUMBER 99A053	
PROJ. ENGR. B. NEDDITT	DATE 09-05-01	REVISION REALIGNED MAIN DUCTS BC
REGIONAL ADM. J. OKAMOTO	DATE 01-26-01	REVISION REV. TO CONDUITS LKM
	DATE	REVISION
		BY

ENVIRONMENTAL AND ENGINEERING SERVICE CENTER

SR 90 AND SR 519 INTERMODAL ACCESS - PHASE I S ATLANTIC STREET

UTILITY PLAN - ELECTRICAL	U33
SHEET 154	948
OF 948	SHEETS

Memorandum of Agreement GCA 6868 for SR 519/I-90 Intermodal Access - I/C Improvements Project
Transfer of Real Property Interests and City Infrastructure to the City of Seattle

Exhibit K - City Infrastructure
Phase 1 POWER
Sheet 19 of 28

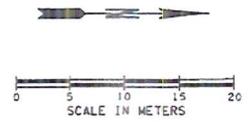
Exhibit K to SDOT SR 519 Project Acquisition ORD ATT 1



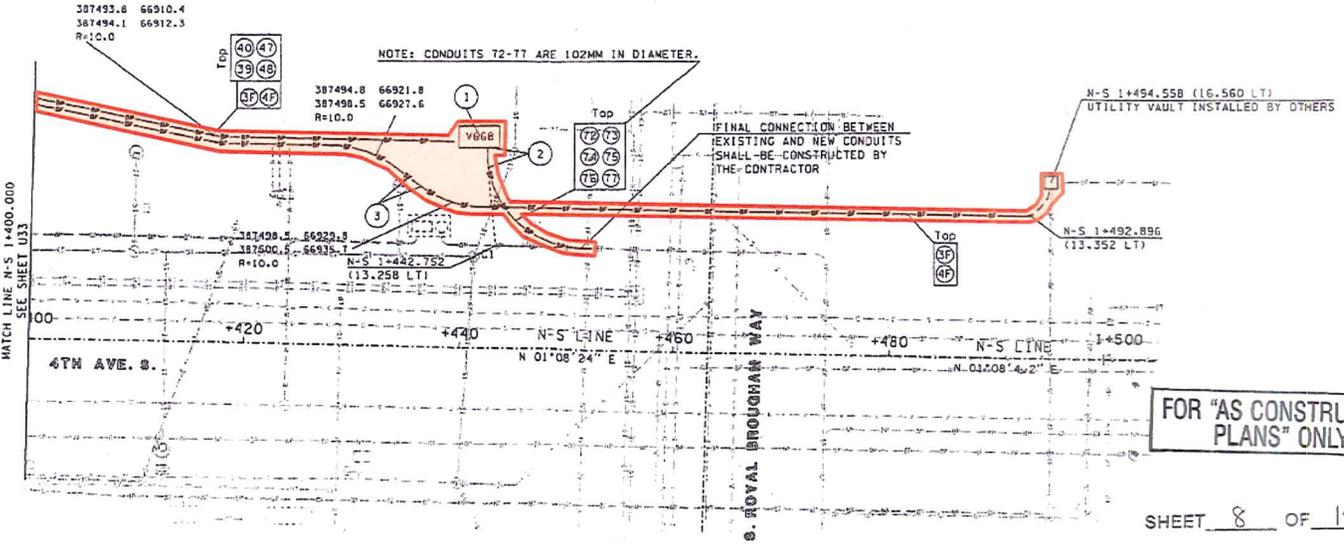
Joyce Kling
 SDOT SR 519 Project Acquisition ORD ATT 1 EXH 1
 July 3, 2014
 Version 4
 PLOT 1B 09/20/2004: \\AAwork\01\3021\SDOT\3021\IN\1111\files-dgn 914

UTILITIES LEGEND		
DESCRIPTION	EXISTING	NEW
GAS	---	---
BURIED FIBER OPTIC	---	---
OVERHEAD FIBER OPTIC	---	---
BURIED POWER	---	---
OVERHEAD POWER	---	---
SANITARY SEWER	---	---
STORM SEWER	---	---
BURIED TELEPHONE	---	---
OVERHEAD TELEPHONE	---	---
BURIED TELEVISION/CABLE	---	---
OVERHEAD TELEVISION/CABLE	---	---
WATER	---	---

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ALL DIMENSIONS SHOWN ARE IN METERS UNLESS OTHERWISE DESIGNATED



TOTAL CURVE DATA					
#	P.I. STATION	P.I. OFFSET	DELTA	RADIUS	LENGTH
CL	N-S 1+443.136	9.604 LT	82°55'12"	9.10	13.17

DESIGNED BY	MCIMORLDCOM	STATE	10 WASH	FED.AID PROJ.NO.	
ENTERED BY	M. KENNEDY	ENVIRONMENTAL AND ENGINEERING SERVICE CENTER			
CHECKED BY	B. GLAS	JOB NUMBER	99A053		
PROJ. ENCR.	B. NEBBITT	DATE	09-20-04	DEL. U34-4	BG
REGIONAL ADM.	J. OKAMOTO	DATE	09-05-01	REALIGNED MAIN DUCTS	BG
		DATE	01-26-01	REV. TO CONDUITS	LKM
		DATE		REVISION	BY

Washington State Department of Transportation

SR 90 AND SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET

UTILITY PLAN - ELECTRICAL

U34

SHEET 155 OF 948 SHEETS

Memorandum of Agreement GCA 6868 for SR 519/I-90 Intermodal Access - I/C Improvements Project Transfer of Real Property Interests and City Infrastructure to the City Of Seattle

Exhibit K - City Infrastructure Phase 1 POWER

Sheet 20 of 28

Exhibit K to SDOT SR 519 Project Acquisition ORD ATT 1

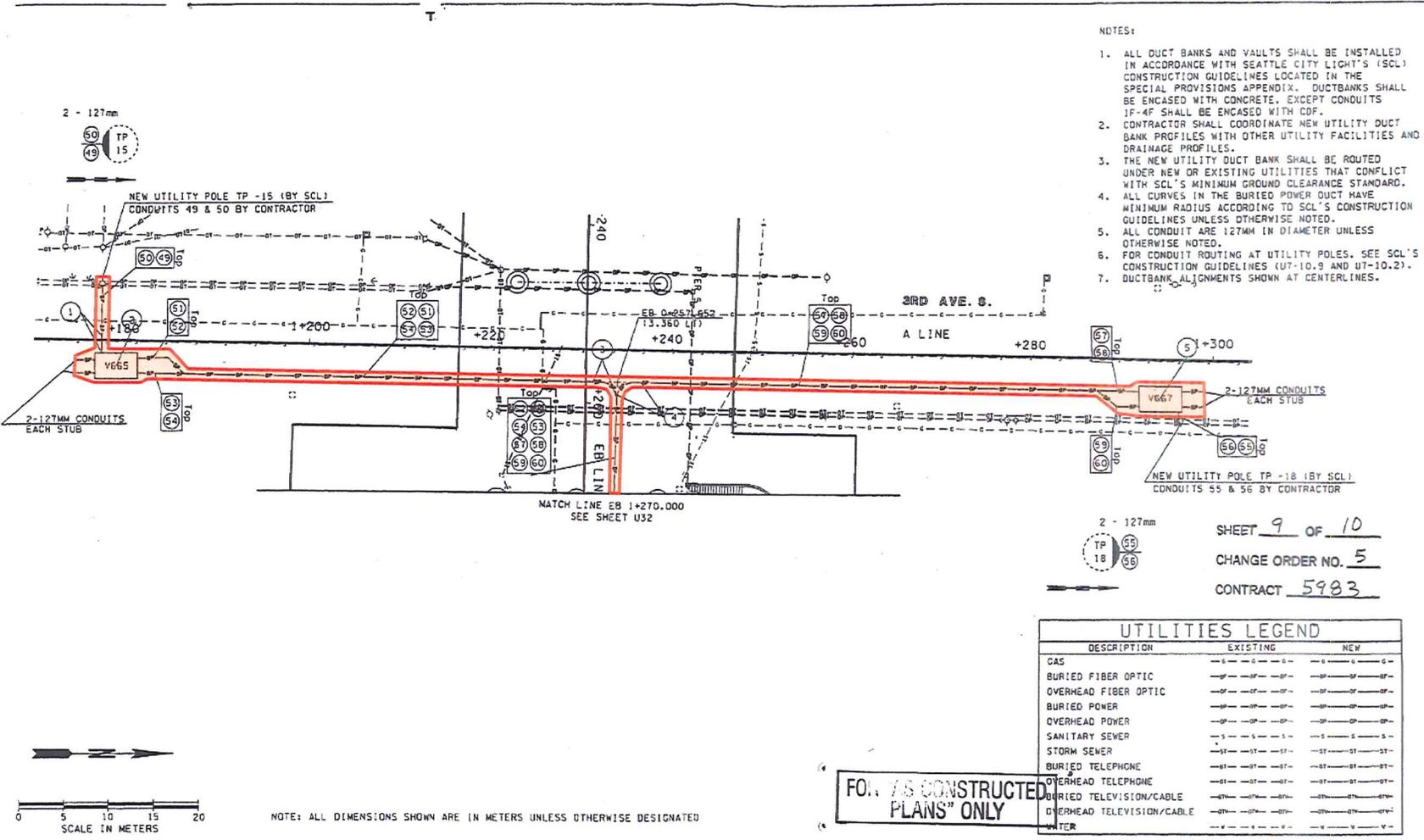


Memorandum of Agreement GCA 6868 for SR 519/I-90 Intermodal Access - I/C Improvements Project
Transfer of Real Property Interests and City Infrastructure to the City Of Seattle

Exhibit K - City Infrastructure
Phase 1 POWER
Sheet 21 of 28

Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH
July 3, 2014
Version #3

PL0129 08/20/2004 51-A12352\13021\Sub\Utilities.dgn for



NOTES:

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4. ALL CURVES IN THE BURIED POWER DUCT HAVE MINIMUM RADIUS ACCORDING TO SCL'S CONSTRUCTION GUIDELINES UNLESS OTHERWISE NOTED.
5. ALL CONDUIT ARE 127MM IN DIAMETER UNLESS OTHERWISE NOTED.
6. FOR CONDUIT ROUTING AT UTILITY POLES. SEE SCL'S CONSTRUCTION GUIDELINES (U7-10.9 AND U7-10.2).
7. DUCTBANK ALIGNMENTS SHOWN AT CENTERLINES.



SHEET 9 OF 10
CHANGE ORDER NO. 5
CONTRACT 5983

DESCRIPTION	EXISTING		NEW	
	---	---	---	---
GAS	---	---	---	---
BURIED FIBER OPTIC	---	---	---	---
OVERHEAD FIBER OPTIC	---	---	---	---
BURIED POWER	---	---	---	---
OVERHEAD POWER	---	---	---	---
SANITARY SEWER	---	---	---	---
STORM SEWER	---	---	---	---
BURIED TELEPHONE	---	---	---	---
OVERHEAD TELEPHONE	---	---	---	---
BURIED TELEVISION/CABLE	---	---	---	---
OVERHEAD TELEVISION/CABLE	---	---	---	---
WATER	---	---	---	---

FOR "AS CONSTRUCTED" PLANS ONLY

DESIGNED BY	SCL	STATE	10 WASH	FED.AID PROJ.NO.	
ENTERED BY	B.G.M.K.				
CHECKED BY	B. Gior				
PROJ. ENGR.	B. Neoditt				
REGIONAL ADM.	J. Okamoto				
DATE	09-05-01	ADD DETAIL TP 15 & 18	BY		
REVISION					

ENVIRONMENTAL AND ENGINEERING SERVICE CENTER

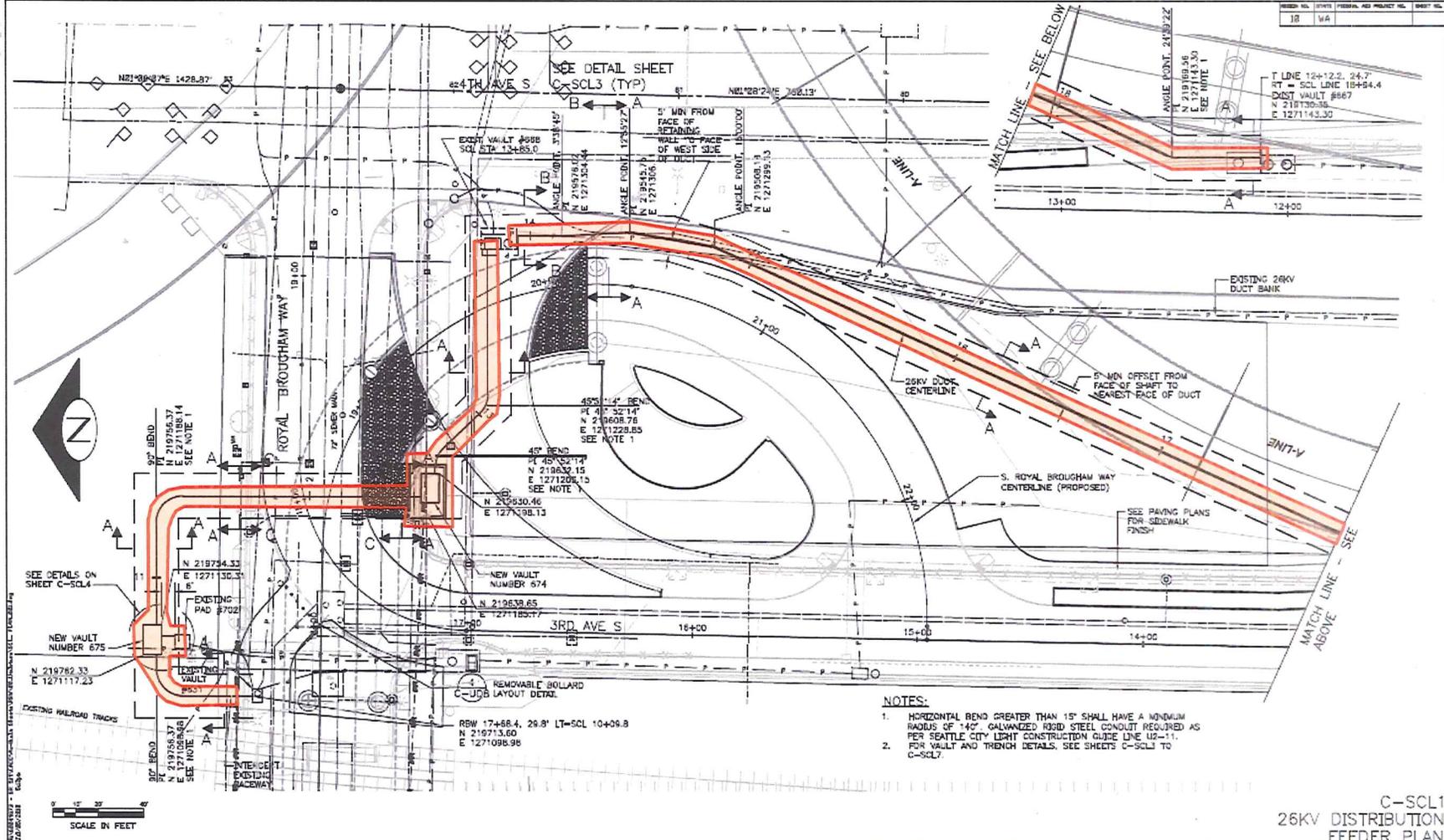
Washington State Department of Transportation

SR 90 AND SR 519
INTERMODAL ACCESS - PHASE I
S ATLANTIC STREET

UTILITY PLAN - ELECTRICAL

U35
SHEET 156
948
SHEET

Joyce Kling
 SDOT SR 519 Project Acquisition ORD ATT 1 EXH 1
 July 3, 2014
 Version #3



- NOTES:
- HORIZONTAL BEND GREATER THAN 15° SHALL HAVE A MINIMUM RADIUS OF 140'. GALVANIZED RIGID STEEL CONDUIT REQUIRED AS PER SEATTLE CITY LIGHT CONSTRUCTION GUIDE LINE U2-11.
 - FOR VAULT AND TRENCH DETAILS, SEE SHEETS C-SCL3 TO C-SCL7.

C-SCL1
 26KV DISTRIBUTION
 FEEDER PLAN

SR519/I-90 TO SR99
 INTERMODAL ACCESS
 I/C IMPROVEMENTS

Exhibit K - City Infrastructure
 Phase 2 POWER
 Sheet 22 of 28

Memorandum of Agreement GCA 6868 for
 SR 519/I-90 Intermodal Access - I/C
 Improvements Project
 Transfer of Real Property Interests and
 City Infrastructure to the City Of Seattle

Exhibit K to SDOT SR 519 Project Acquisition ORD ATT 1



Washington State
 Department of Transportation

Kiewit
AECOM

DATE: 07/03/14	BY: JKL	DATE: 07/03/14	BY: JKL
DATE: 07/03/14	BY: JKL	DATE: 07/03/14	BY: JKL
DATE: 07/03/14	BY: JKL	DATE: 07/03/14	BY: JKL



City of Seattle

PROJECT NO. 62131/22220
 APPROVED: K. CLARK

DATE: 07/03/14	BY: JKL
DATE: 07/03/14	BY: JKL
DATE: 07/03/14	BY: JKL



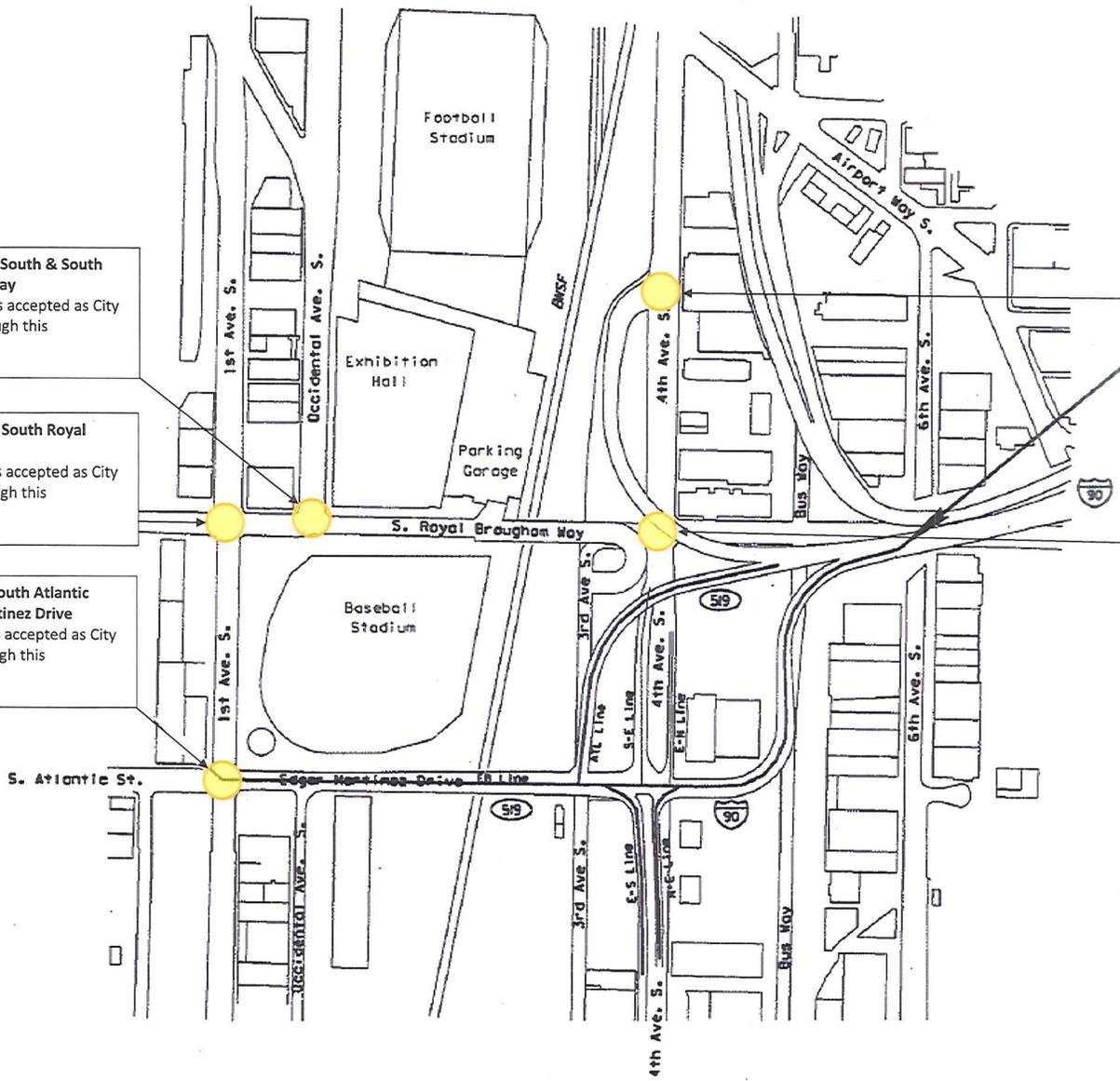
Occidental Avenue South & South Royal Brougham Way
 Signal Modifications accepted as City Infrastructure through this agreement.

1st Avenue South & South Royal Brougham Way
 Signal Modifications accepted as City Infrastructure through this agreement.

1st Avenue South, South Atlantic Street & Edgar Martinez Drive
 Signal Modifications accepted as City Infrastructure through this agreement.

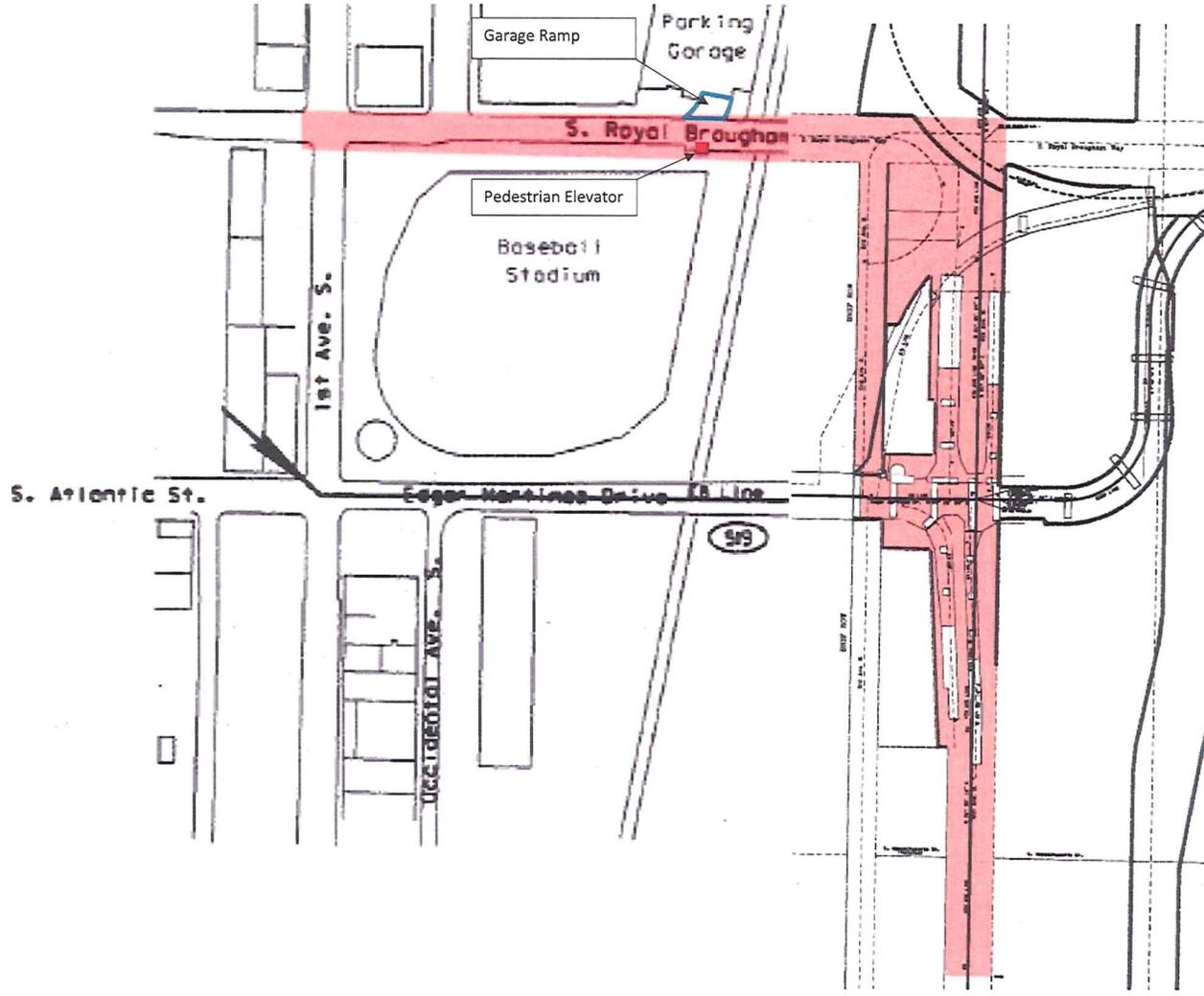
4th Avenue South & I-90 Ramp
 Signal Modifications accepted as City Infrastructure through this agreement.

4th Avenue South & South Royal Brougham Way
 Signal Modifications accepted as City Infrastructure through this agreement.



Memorandum of Agreement GCA 6868 for SR 519/I-90 Intermodal Access - I/C Improvements Project
 Transfer of Real Property Interests and City Infrastructure to the City Of Seattle

**Exhibit K - City Infrastructure
 Phase 1 & 2 Traffic Signals**
 Sheet 24 of 28



The following roadway infrastructure within the areas shaded on this sheet is City Infrastructure:

1. Roadway structure within South Royal Brougham Way and 3rd Avenue South right-of-way, including its fire hydrants, water supply lines, and bridge drains, EXCEPT for any portion of the driveway (also referred to as the Garage Ramp) spanning between the Royal Brougham Bridge and the Century Link Events Center Parking Garage (parking garage) as further delineated on Sheet 26 of Exhibit K.
2. Pedestrian elevator on Royal Brougham Way
3. All surface street pavement including curb, gutter and sidewalks
4. Pavement markings on surface streets
5. Roadway signage on surface streets
6. Street lighting on surface streets
7. Street trees and landscaping on surface streets

Note: The extents of the shaded area correspond with the limits of existing City right-of-way plus the extents of the Project Conveyance Properties.



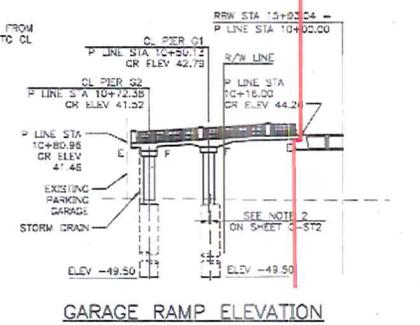
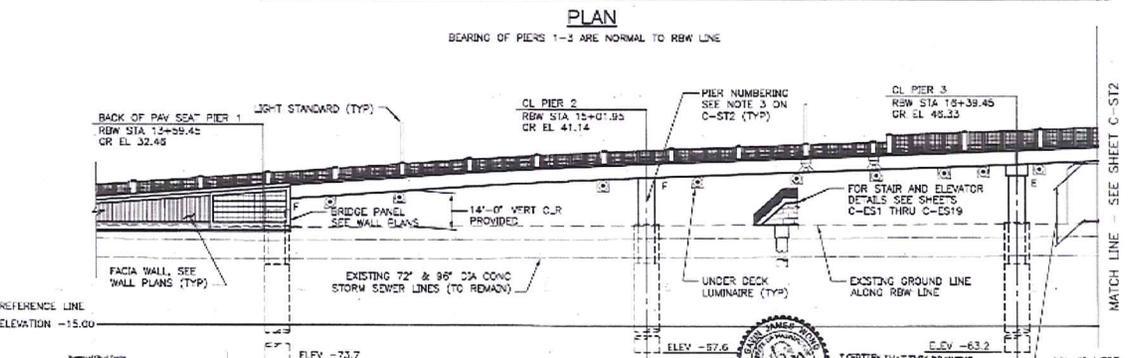
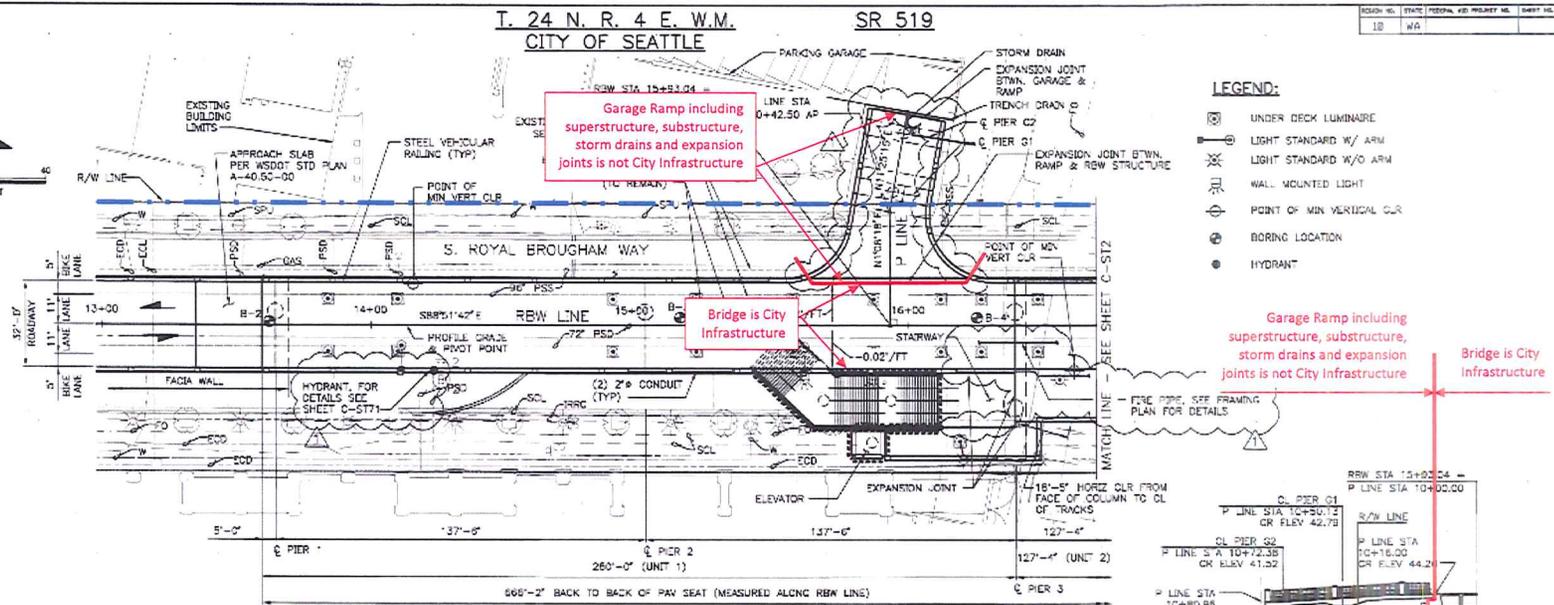
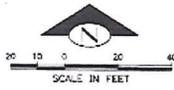
Memorandum of Agreement GCA 6868 for
 SR 519/1-90 Intermodal Access - I/C
 Improvements Project
 Transfer of Real Property Interests and
 City Infrastructure to the City Of Seattle

Exhibit K to SDOT SR 519 Project Acquisition ORD ATT 1

Exhibit K - City Infrastructure
 Phase 1 & 2 Roadways & Roadway Structures
 Sheet 25 of 28

Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH I
July 3, 2014
Version #3

AS-BUILT



POST-TENSIONED
CONCRETE BOX GIRDER
(PIER 1 TO PIER 3)
LOADING: HL-93
C-ST1
LAYOUT 1

DATUM
NAVD-88

Washington State Department of Transportation
Kiewit
AECOM

REV. NO.	REASON	DATE	BY
1	REV. ORIGINAL SET AT CHANGING RAMP	6/27/08	ESP
2	REV. REVISIONS	7/16/09	ESP

City of Seattle
Seattle Department of Transportation

DESIGNED: GUY JULY 10 2009
CHECKED: GUY JULY 10 2009

PROJECT NO: 50131/23302
APPROVED: K. CLAYTON

SR519/I-90 TO SR99
INTERMODAL ACCESS
I/C IMPROVEMENTS

PLAN NO. 782-282
SHEET 145 OF 217

Memorandum of Agreement GCA 6868 for
SR 519/I-90 Intermodal Access - I/C
Improvements Project
Transfer of Real Property Interests and
City Infrastructure to the City Of Seattle

Exhibit K to SDOT SR 519 Project Acquisition ORD ATT 1

Exhibit K - City Infrastructure
Phase 1 & 2 Roadways & Roadway Structures
Sheet 26 of 28

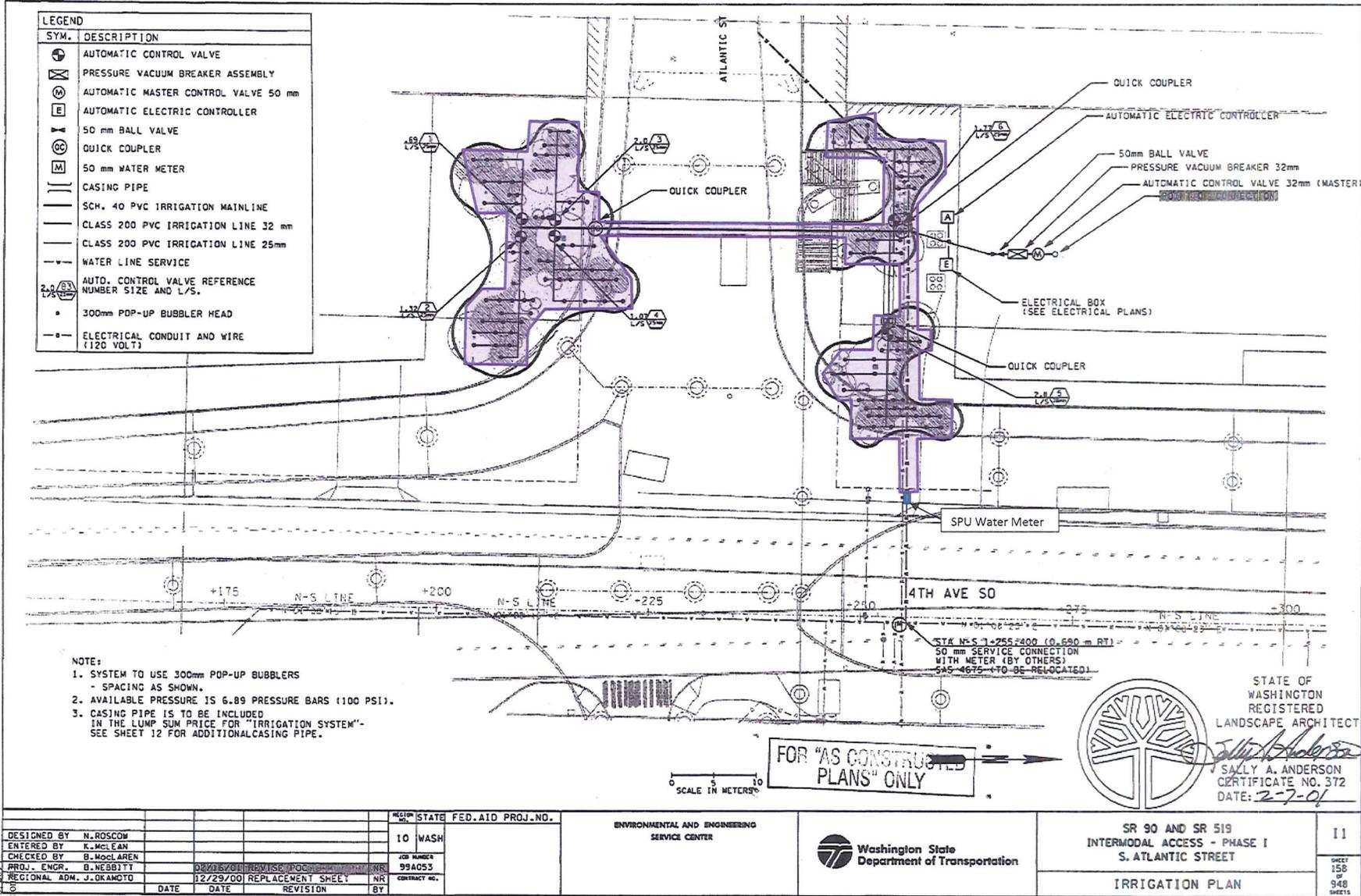




Memorandum of Agreement GCA 6868 for
 SR 519/L-90 Intermodal Access - I/C
 Improvements Project
 Transfer of Real Property Interests and
 City Infrastructure to the City Of Seattle

Exhibit K to SDOT SR 519 Project Acquisition ORD ATT 1

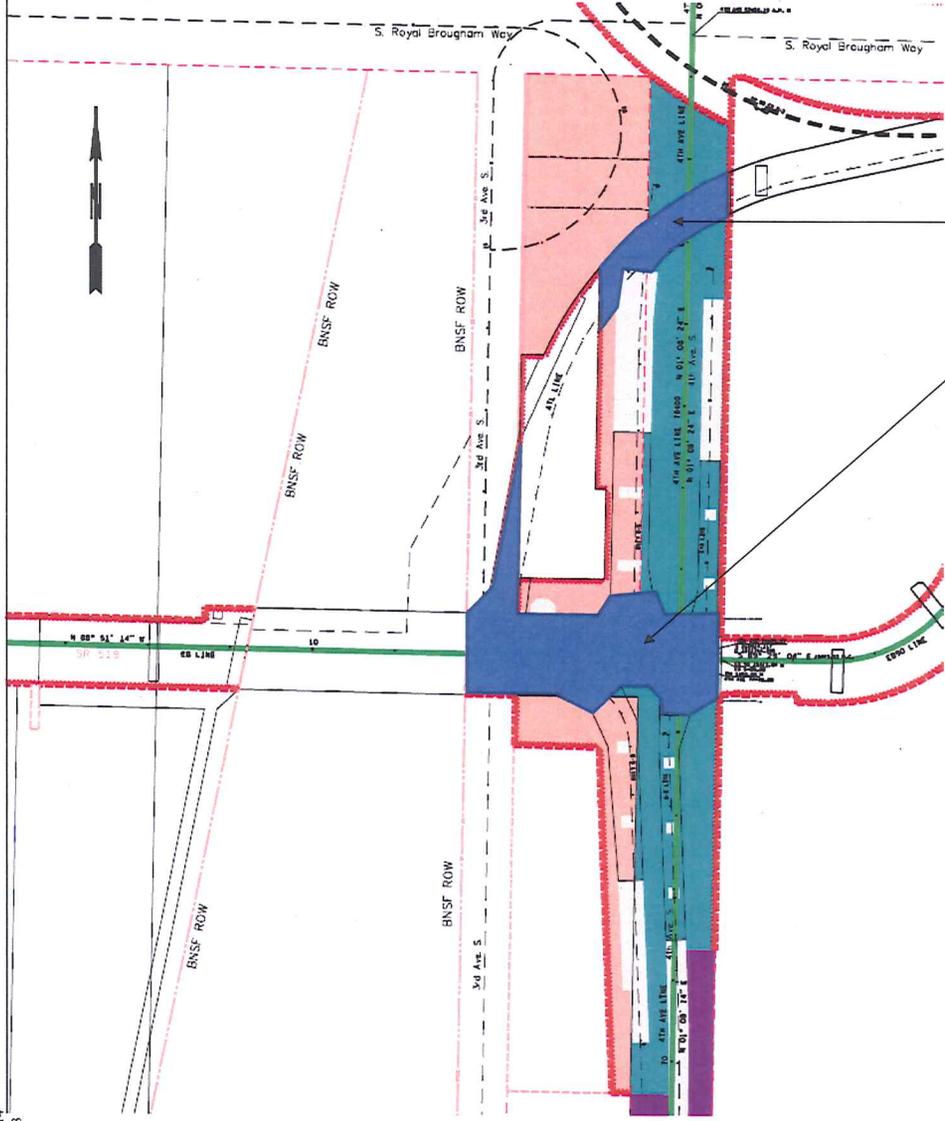
Exhibit K - City Infrastructure
 Phase 1 Landscape Irrigation
 Sheet 27 of 28



Joyce Kling
 SDOT SR 519 Project Acquisition ORD ATT 1 EXH 1
 July 3, 2001
 Version 1

DESIGNED BY	ENTERED BY	CHECKED BY	PROJ. ENGR.	REGIONAL ADM.	DATE	DATE	REVISION	BY
N. ROSCOW	R. MCLEAN	B. MCCLAREN	B. NEBITT	J. OKAMOTO		12/29/00	REPLACEMENT SHEET	NR

MICIP STATE	FED. AID PROJ. NO.	ENVIRONMENTAL AND ENGINEERING SERVICE CENTER	Washington State Department of Transportation	SR 90 AND SR 519 INTERMODAL ACCESS - PHASE I S. ATLANTIC STREET	11
10 WASH				IRRIGATION PLAN	SHEET 158 OF 948 SHEETS



Underdeck Light Fixtures
 The City shall own and maintain the underdeck light fixtures mounted on WSDOT owned bridge structures in these areas.

**Exhibit K – City Infrastructure
 Bridge Underdeck Lighting**
 Sheet 28 of 28

Memorandum of Agreement GCA 6868 for
 SR 519/I-90 Intermodal Access – I/C
 Improvements Project
 Transfer of Real Property Interests and
 City Infrastructure to the City Of Seattle





Exhibit L to SDOT SR 519 Project Acquisition ORD ATT 1

T.24N. R4E. W.M. CITY OF SEATTLE

Exhibit L - Bridge Hydrant System
Memorandum of Agreement GCA 6868 for SR519/I-90 Intermodal Access - I/C Improvement Project
Transfer of Real Property Interests and City Infrastructure to the City of Seattle
Page 1 of 7

UTILITIES LEGEND		
DESCRIPTION	EXISTING	NEW
GAS	---	---
BURIED FIBER OPTIC	---	---
OVERHEAD FIBER OPTIC	---	---
BURIED POWER	---	---
OVERHEAD POWER	---	---
SANITARY SEWER	---	---
STORM SEWER	---	---
BURIED TELEPHONE	---	---
OVERHEAD TELEPHONE	---	---
BURIED TELEVISION/CABLE	---	---
OVERHEAD TELEVISION/CABLE	---	---
WATER	---	---
CONCRETE BLOCKING	---	---

SUBSTITUTE W/ POLYETHYLENE WRAP FOR WORK FROM TEE TO WEST PER LETTER #061 4/15/02

SEE SHEET 4 OF 7 FOR 6" WATERLINE

DELUGE VAULT SEE SHEET U22

200mm x 150mm REDUCER

EB 0+255.270 (5.880 LT.)

200mm D.I.P. 45° BEND W/ CB FIRE PROTECTION SUPPLY LINE TO DELUGE VAULT

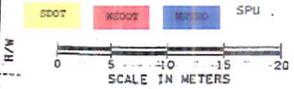
R/W

NOTES:

1. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES BEFORE EXCAVATION. LOCATIONS SHOWN ARE APPROXIMATE.
2. ALL BENDS, CROSSES, TEES, AND DEAD ENDS IN WATER PIPES SHALL BE RESTRAINED IN ACCORDANCE WITH CITY OF SEATTLE STD. PLAN 330 OR 331.
3. ALL UNDERGROUND PIPES SHALL BE COATED WITH 25 TO 30 MILS OF THERMOPLASTIC POWDER COATING IN ACCORDANCE WITH SECTION 9-30.3.
4. ALL STATIONS AND OFFSETS IN METERS UNLESS OTHERWISE DESIGNATED.
5. ALL SERVICE RECONNECTIONS BY SPU WATER.
6. ALL MATERIALS FOR THE FINAL CONNECTION, EXCEPT THE ISOLATION COUPLING, SHALL PROVIDED BY THE CONTRACTOR.

ABBREVIATIONS:

- MJ MECHANICAL JOINT
- RJ RESTRAINED JOINT
- FL FLANGED JOINT
- D.I.P. DUCTILE IRON PIPE
- CL. CLASS
- CB CONCRETE BLOCKING
- SPU SEATTLE PUBLIC UTILITIES



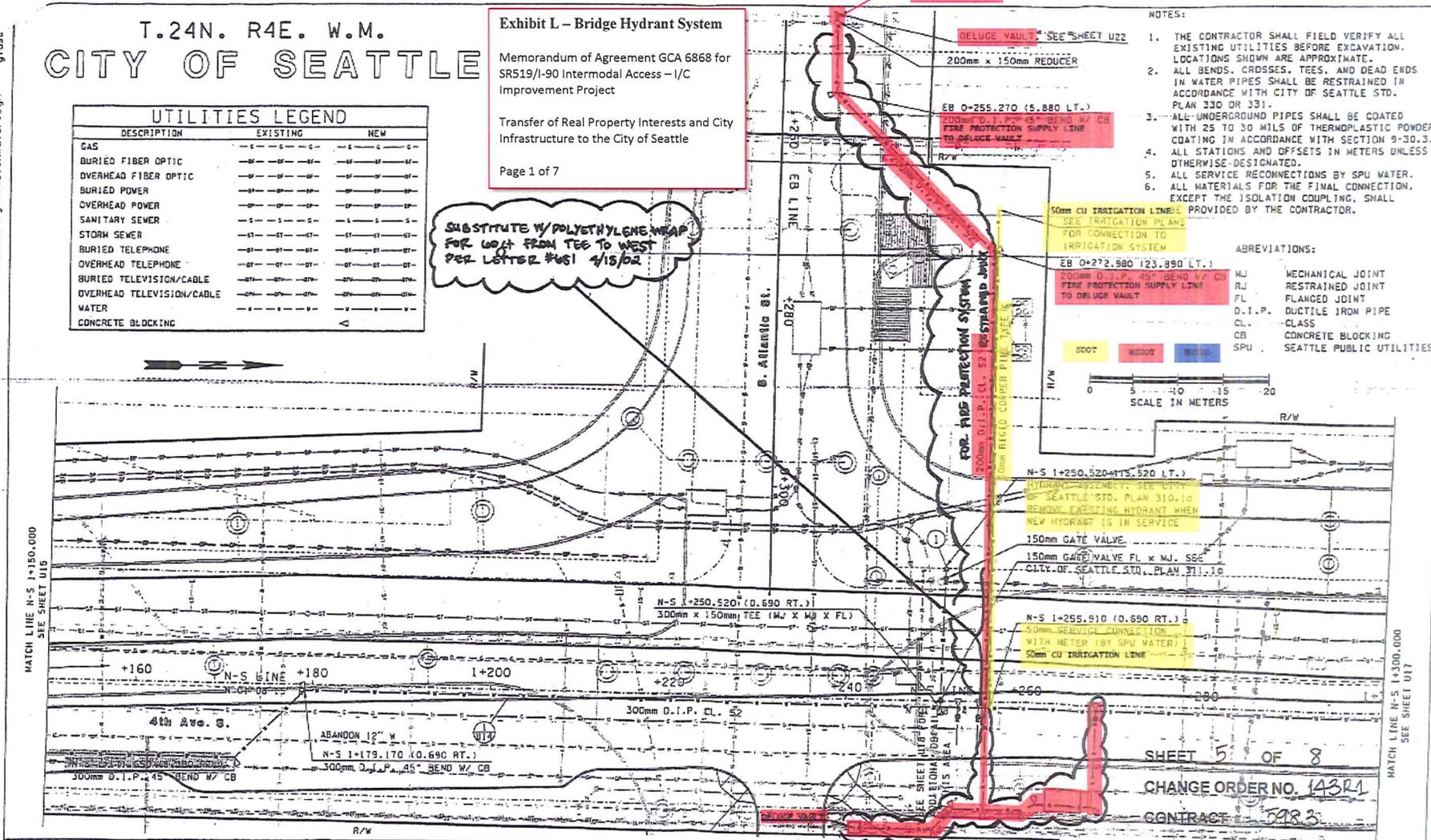
91051

09/03/2004 C:\MWork\013021\Drawings\3021SHWater.dgn

PL012

MATCH LINE N-S 1+150.000 SEE SHEET U15

MATCH LINE N-S 1+300.000 SEE SHEET U17



SHEET 5 OF 8

CHANGE ORDER NO. 143R1

CONTRACT # 5983

DESIGNED BY	B. GLAS / S. ROSANE	SECTION NO.		STATE	FED. AID PROJ. NO.
ENTERED BY	B. GLAS / S. ROSANE	SCALE	10	MASH	
CHECKED BY	B. GLAS	DATE			
PRD. ENGR.	D. NEBBITT	REV. PIPE LOC.	BC	JOB NUMBER	
REGIONAL ADM.	J. OKAMOTO	REV. PIPE LOC.	BC	CONTRACT NO.	
DATE		REVISION	BY		

ENVIRONMENTAL AND ENGINEERING SERVICE CENTER

Washington State Department of Transportation

FOR "AS CONSTRUCTED PLANS" ONLY

SR 519 INTERMODAL ACCESS - PHASE I S ATLANTIC STREET

UTILITY PLAN - WATER

U16

SHEET 5 OF 8

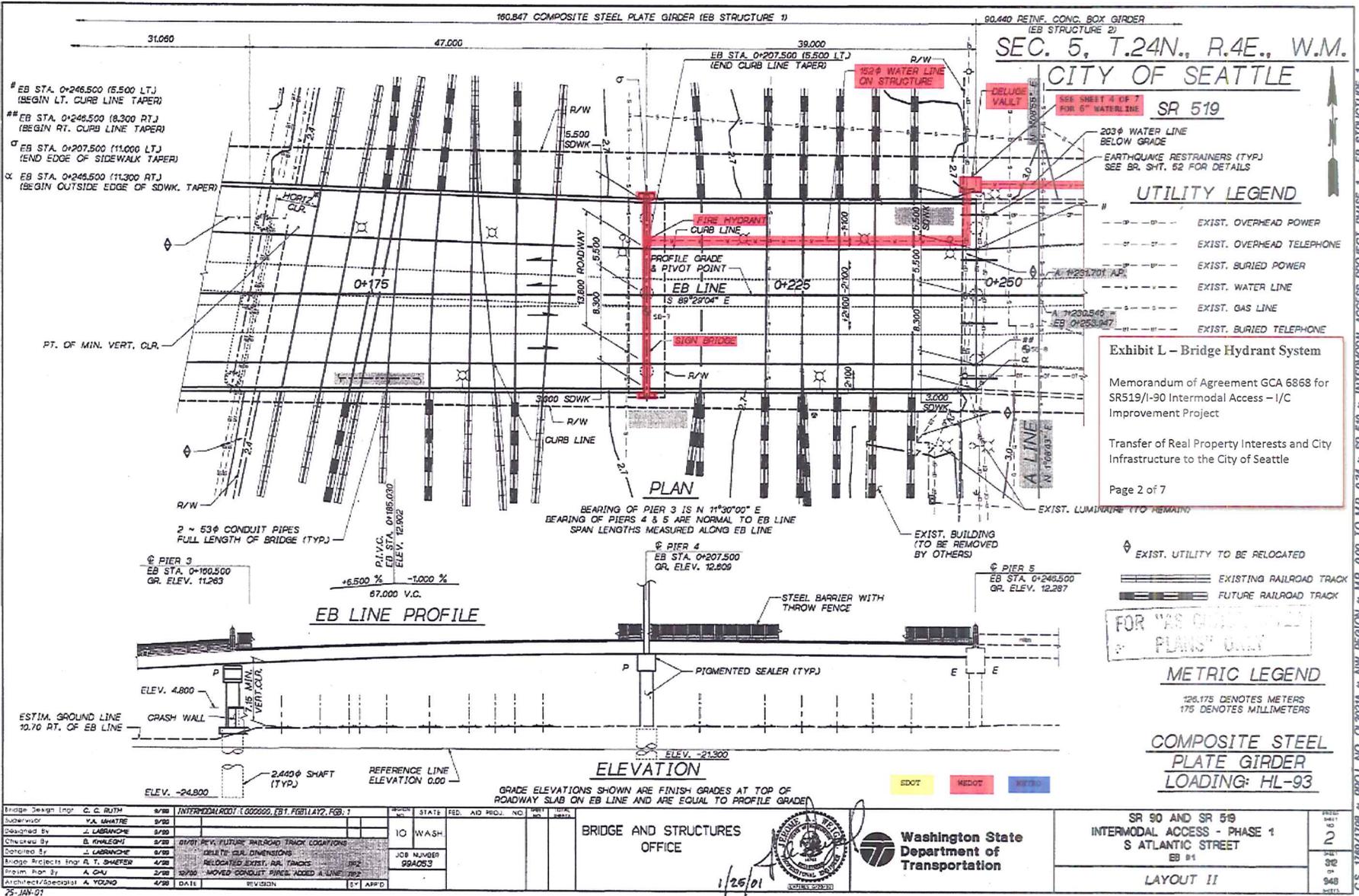
CHANGE ORDER NO. 143R1

CONTRACT # 5983

Joyce Kling
SDOT SR 519 Project Acquisition ATT 1 EXH L
March 14, 2014
Version #1



Exhibit L to SDOT SR 519 Project Acquisition ORD ATT 1



SEC. 5, T.24N., R.4E., W.M.
CITY OF SEATTLE

SR 519

UTILITY LEGEND

- EXIST. OVERHEAD POWER
- EXIST. OVERHEAD TELEPHONE
- EXIST. BURIED POWER
- EXIST. WATER LINE
- EXIST. GAS LINE
- EXIST. BURIED TELEPHONE

Exhibit L – Bridge Hydrant System

Memorandum of Agreement GCA 6868 for SR519/I-90 Intermodal Access - I/C Improvement Project

Transfer of Real Property Interests and City Infrastructure to the City of Seattle

Page 2 of 7

- EXIST. UTILITY TO BE RELOCATED
- EXISTING RAILROAD TRACK
- FUTURE RAILROAD TRACK

FOR "AS SHOWN" PLANS ONLY

METRIC LEGEND

126.175 DENOTES METERS
175 DENOTES MILLIMETERS

COMPOSITE STEEL PLATE GIRDER
LOADING: HL-93

Bridge Design Ingr	C. C. RUTH	8/78	INTERMODAL ROOT LOGGING, (BT, FB, L1, L2, FB, 1)
Subervisor	V.A. MATHRE	8/78	
Designed By	J. LABRANCHE	8/78	
Checked By	B. KWALECZY	8/78	01/01 REV. FUTURE RAILROAD TRACK LOCATIONS
Contractor	J. LABRANCHE	8/78	CONTRACTOR DIMENSIONS
Bridge Project Ingr	A. T. SHAFER	4/78	RELOCATED EXIST. AIR TRACCS
Drawn by	A. CHU	2/78	12/00 MOVED CONDUIT PIPES, ADDED A LINE, etc.
Architect/Engineer	A. YOUNG	4/78	DATE

PROJECT	STATE	FED. AID PROJ. NO.	FED. PROJ. NO.	STATE PROJ. NO.
10	WASH.			
JOB NUMBER	99AC63			

BRIDGE AND STRUCTURES OFFICE



Washington State Department of Transportation

SR 90 AND SR 519
INTERMODAL ACCESS - PHASE 1
S ATLANTIC STREET
EB 01
LAYOUT !!

PROJECT NO.	2
SHEET NO.	92
TOTAL SHEETS	948
DATE	1/25/01

Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH 1
March 14, 2014, Version #1
SR 519 JOB NO. 7001 SHEET 2

C.S. 1760/1768 * PROJ. NO. 033021A * NW REGION * MP. 0.00 TO MP. 0.34 * SR 519 * INTERMODAL ACCESS PROJECT PHASE 1 - EB STRUCTURE 1



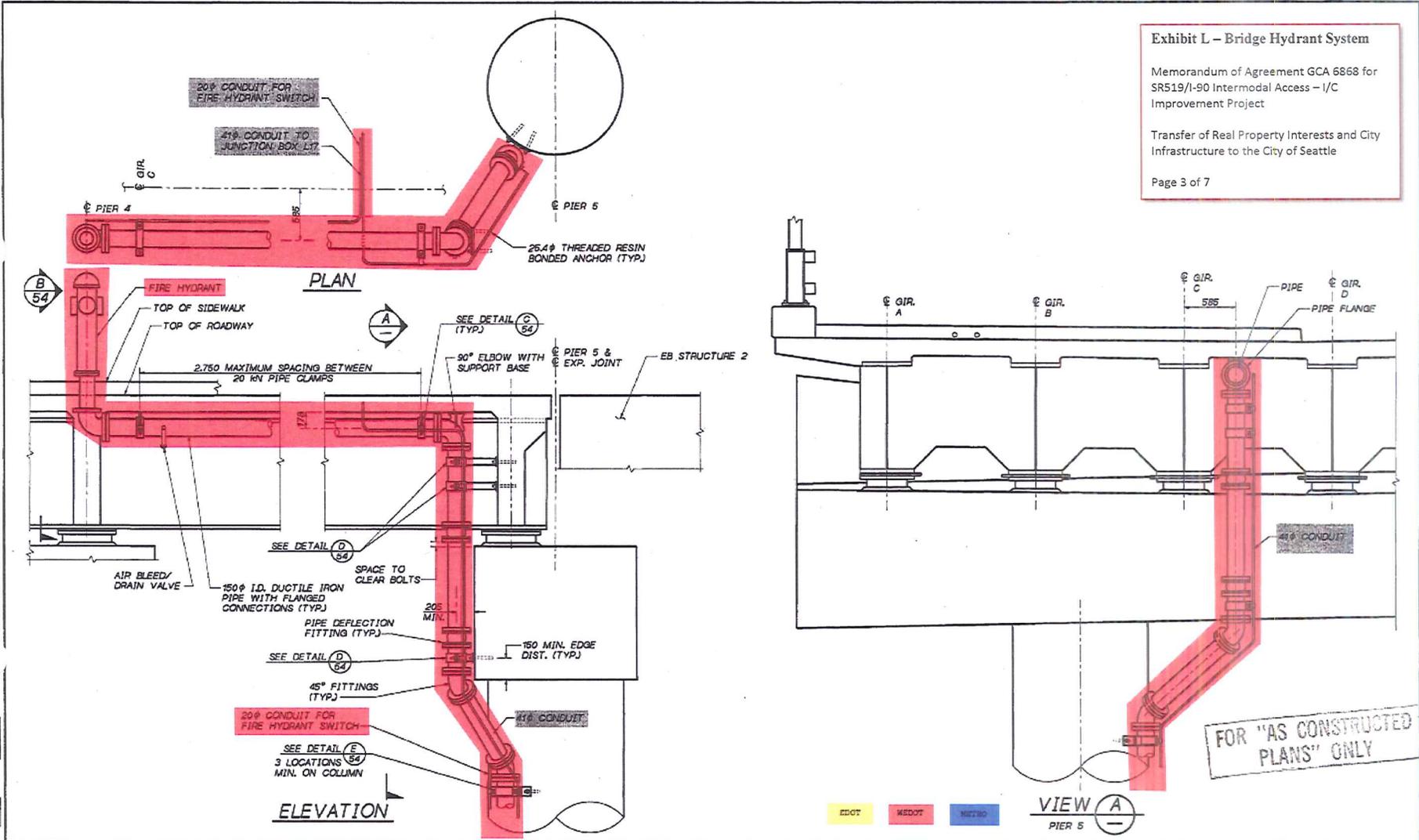
Exhibit L to SDOT SR 519 Project Acquisition ORD ATT 1

Exhibit L – Bridge Hydrant System

Memorandum of Agreement GCA 6868 for SR519/I-90 Intermodal Access – I/C Improvement Project

Transfer of Real Property Interests and City Infrastructure to the City of Seattle

Page 3 of 7



FOR "AS CONSTRUCTED PLANS" ONLY

EDOT MSDOT WSDOT
VIEW (A)
PIER 5

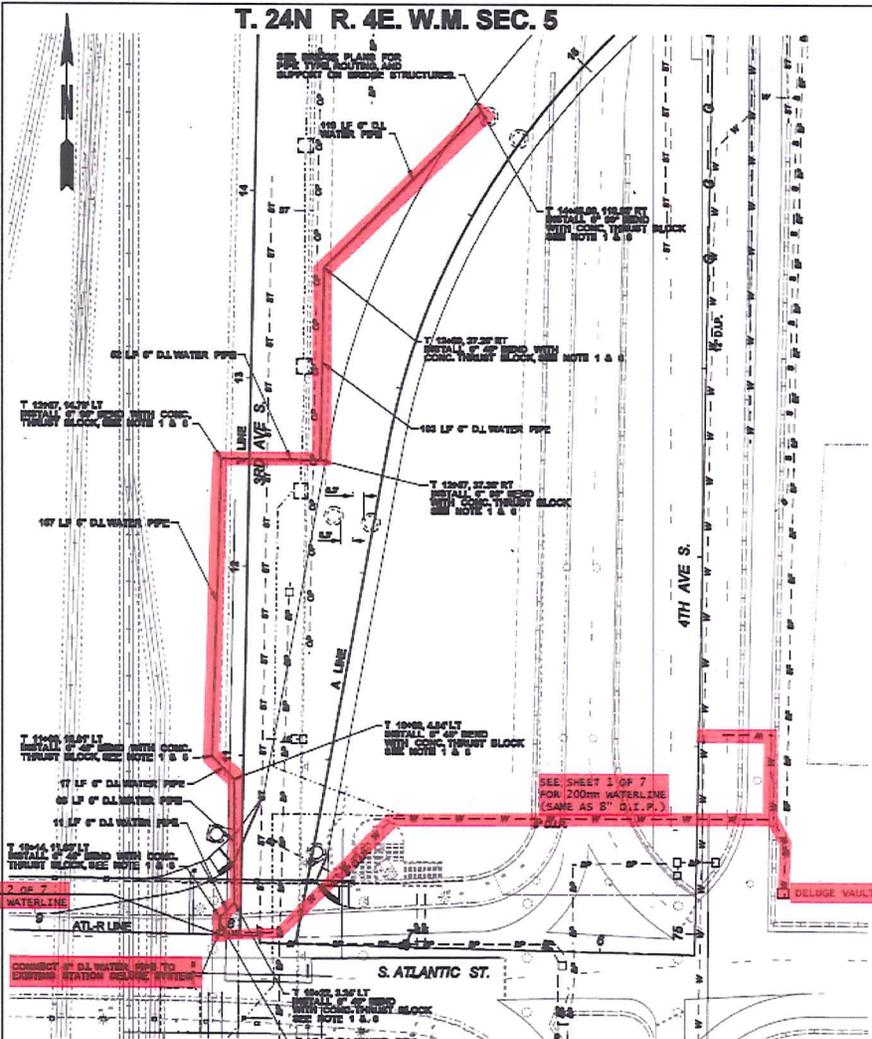
Joyce Kling, SDOT SR 519 Project Acquisition ORD ATT 1 EXH L, March 14, 2014, Version #1

Bridge Design Engr. C. C. RUTH Designer V. A. MATHIE Designed by J. LABRANCHE Checked by B. RVALLECH Detailed by D. W. PULLER Bridge Projects Eng. Pretn. Pion by Architect/Specifier 05-FEB-07	EB19001 (1.FEB) FIRE 1.FEB.1 10 WASH. FED. AID PROJ. NO. PER. NO. TOTAL AMT. JOB NUMBER 99A063 DATE REVISION BY APPD		BRIDGE AND STRUCTURES OFFICE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION SR 90 AND SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET EB 01 FIRE HYDRANT DETAILS I	SHEET NO. 53 OF 363 948
---	--	--	--	-------------------------------



AS-BUILT

T. 24N R. 4E. W.M. SEC. 5



- NOTE:**
1. CONTRACTOR HAS AN OPTION TO DETAIL MECHANICAL JOINT RESTRAINTS.
 2. DUCTILE IRON PIPE AND FITTINGS SHALL MEET THE REQUIREMENTS OF THE CITY OF SEATTLE STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION SECTIONS 9-25.1(1) AND 9-25.1(2).
 3. DUCTILE IRON PIPE AND FITTINGS SHALL BE DETAILLED IN ACCORDANCE WITH THE CITY OF SEATTLE STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION SECTION 9-14.
 4. SEE CITY OF SEATTLE STANDARD PLAN 100 AND CITY OF SEATTLE STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION SECTION 1-43 FOR THURST DETAILS.
 5. ALL BLOCKING SHALL BE CONCRETE OF 2500.
 6. SEE CITY OF SEATTLE STANDARD PLAN NO. 328, 329 & 330 FOR CONCRETE THURST BLOCK.

Exhibit L – Bridge Hydrant System

Memorandum of Agreement GCA 6868 for SR519/I-90 Intermodal Access – I/C Improvement Project

Transfer of Real Property Interests and City Infrastructure to the City of Seattle

Page 4 of 7

FILE NAME	R:\68686873 - SR 519\CAD\As-Built\Sheet\AS-Built\UTVI.dwg	DATE	7/16/2010	SCALE	AS SHOWN
TITLE	6-2204 P&E	DESIGNED BY	H. PHAN	DATE	7/16/2010
DATE	7/16/2010	ENTERED BY	H. PHAN	DATE	7/16/2010
PLOTTED BY	Subraman	CHECKED BY	B. KUSCHKA	DATE	7/16/2010
DESIGNED BY	H. PHAN	PROJ. ENGR.	A. HENNINGSON	DATE	7/16/2010
ENTERED BY	H. PHAN	REGIONAL ADM.	C. STONE	DATE	7/16/2010
CHECKED BY	B. KUSCHKA	RELEASE FOR CONSTRUCTION	REVISION	DATE	BY
PROJ. ENGR.	A. HENNINGSON				
REGIONAL ADM.	C. STONE				

SDOT

WEDOT

METRO

Washington State Department of Transportation

Kiewit AECOM

SR519/I-90 to SR59 INTERMODAL ACCESS PROJECT - I/C IMPROVEMENTS

ATLANTIC RAMP

W-N RAMP TO SR 519, SR59/I-90

6" WATER MAIN PLAN

SCALE IN FEET

0 10 20 30

PLAN REF TO UT01

DATE

BY

DATE

Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXHL
March 14, 2014
Version #1

Exhibit L to SDOT SR 519 Project Acquisition ORD ATT 1



AS-BUILT

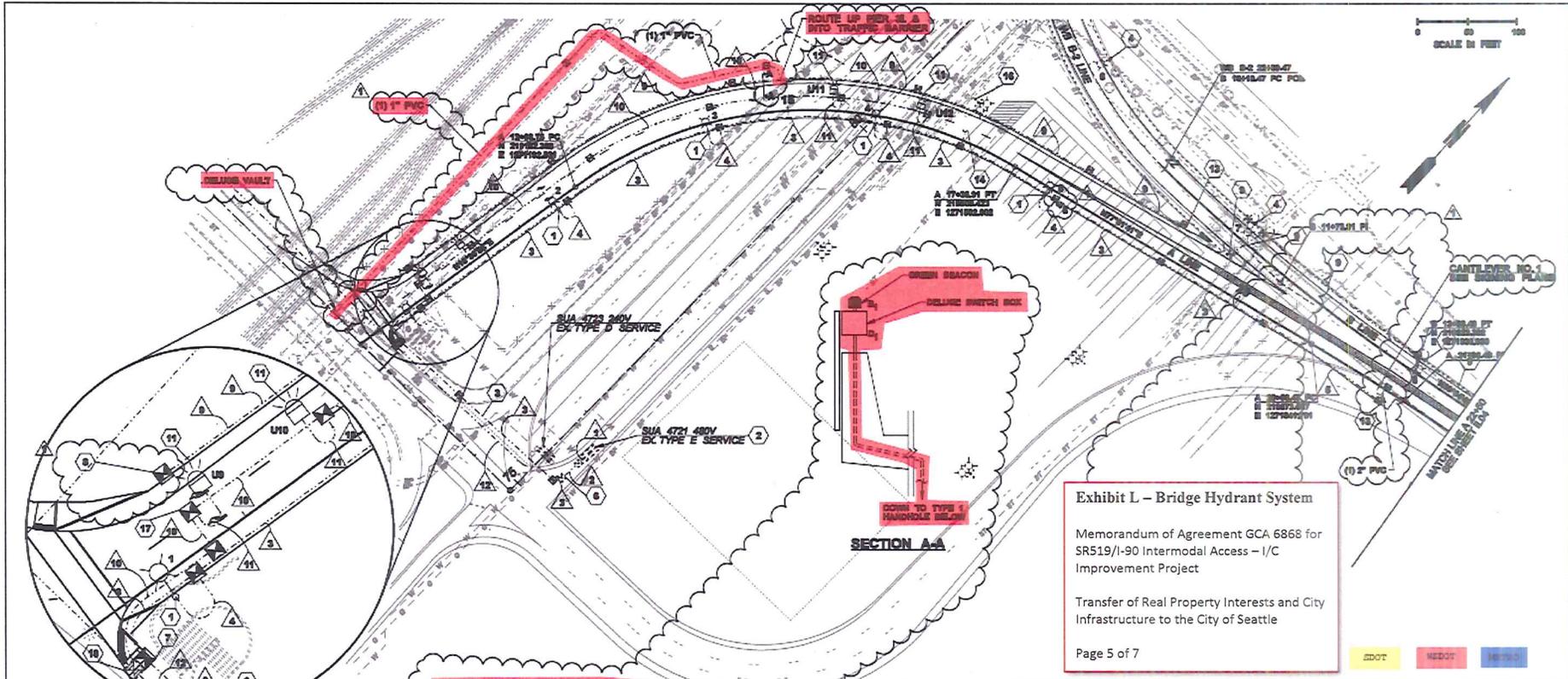
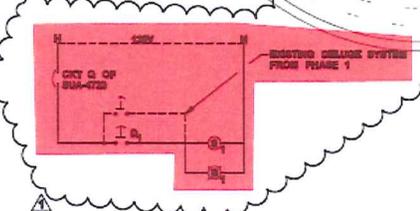


Exhibit L - Bridge Hydrant System
 Memorandum of Agreement GCA 6868 for SR519/I-90 Intermodal Access - I/C Improvement Project
 Transfer of Real Property Interests and City Infrastructure to the City of Seattle
 Page 5 of 7

SDOT NEDOT WSPRO

- GENERAL NOTES:**
- SEE SHEET ILL1 FOR CONSTRUCTION NOTES, WIRING SCHEDULE, AND LUMINAIRE SCHEDULE.
 - SEE SHEET ILL1 FOR SJA-4721 BREAKER SCHEDULE AND SCHEMATIC DIAGRAM.
 - SEE BRIDGE PLANS FOR PLACEMENT OF CONDUIT AND JUNCTION BOXES IN TRAFFIC BARRIER.
 - SEE SHEET ILL3 FOR RYERSON BASE UNDERDECK LIGHTING.

DETAIL A
NOT TO SCALE



ILLUMINATION LEGEND					
EXISTING	NEW		EXISTING	NEW	
		CONSTRUCTION NOTE	□	□	TYPE 1 JUNCTION BOX
		WIRE NOTE	□	□	TYPE 2 JUNCTION BOX
		LUMINAIRE	□	□	TYPE 3 JUNCTION BOX
		UNDERDECK LIGHTING	□	□	TYPE 4 JUNCTION BOX
		OVERHEAD SIGN LIGHTING	□	□	TYPE 5 JUNCTION BOX
		RYERSON BASE LIGHTING	□	□	TYPE 6 JUNCTION BOX
		CONDUIT	□	□	NEMA 4X JUNCTION BOX
			□	□	ELECTRICAL SERVICE CABINET

FILE NAME	R:\2009\573 - SR 519\CADD\AS-Built Sheets\AS-Built\2746_BH_IL01.dgn	DATE	11:24:18 AM	REVISION	10	WASH	PROJ. NO.	
DATE	7/18/2010	DATE		DATE		DATE		
DRAWN BY	Schmidts	DATE		DATE		DATE		
CHECKED BY	M. MACIAS	DATE		DATE		DATE		
ENTERED BY	K. CRONIN/WITT	DATE		DATE		DATE		
CHECKED BY	C. ENFIELD	DATE	08/21/10	DATE		DATE		
PROJ. ENGR.	A. HENSTROM	DATE	07/20/09	DATE		DATE		
REGIONAL ADL	C. STONE	DATE		DATE		DATE		



Washington State
Department of Transportation

Kiewit | AECOM

SR519-90 to SR90 INTERMODAL
ACCESS PROJECT - I/C IMPROVEMENTS
ATLANTIC STREET RAMP
W-1 RAMP TO SR 519, S01W-1
ILLUMINATION PLAN

PLAN REF NO
L02
DATE
08/10
DRAWN

Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH L
March 14, 2014
Version #1

Exhibit L to SDOT SR 519 Project Acquisition ORD ATT 1

AS-BUILT

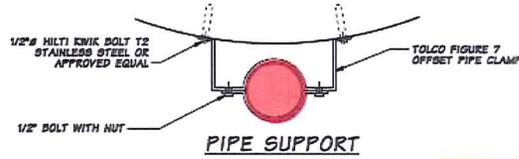
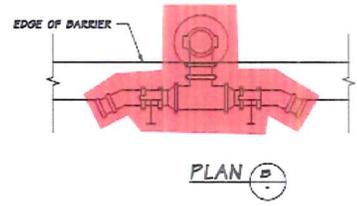
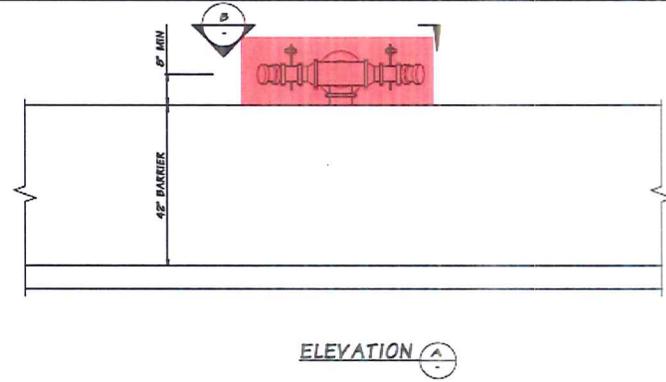
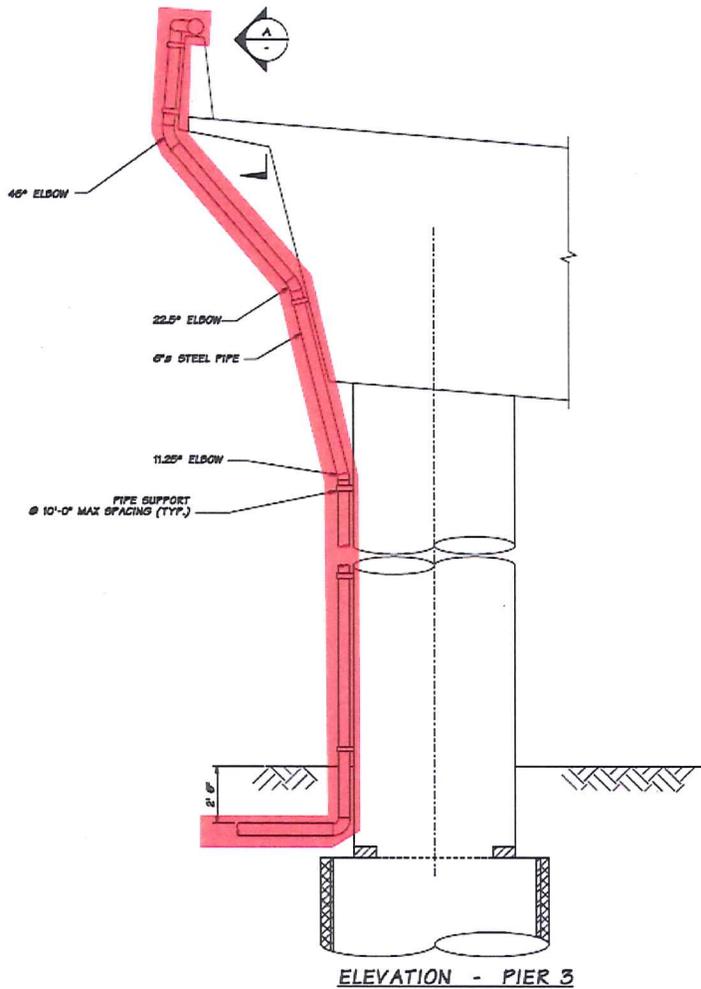


Exhibit L – Bridge Hydrant System

Memorandum of Agreement GCA 6868 for SR519/I-90 Intermodal Access – I/C Improvement Project

Transfer of Real Property Interests and City Infrastructure to the City of Seattle

Page 6 of 7

- NOTES:**
1. FOR MORE DETAIL, SEE FIRE PROTECTION SHEET FP-1 TO FP-5.
 2. SEE 6\"/>

SDOT MSDOT WSDOT

FILE NAME	I:\SR519-90 - SR 519/CAD/CAD-Sub/Sheet/Accessories/Structures/P2748_SH_BR73_FireHydrant.dwg			SCALE	DATE	FED.AID PROJ.NO.				SR519-90 to SR99 INTERMODAL ACCESS PROJECT - I/C IMPROVEMENTS ATLANTIC STREET RAMP W-N RAMP TO SR 519, SR99-N	PLAN REF TO
TITLE	25048 FB			10	WASH	BR73					
DATE	7/16/2010										SHEET
DESIGNED BY	S. BLANUCCI										OF
ENTERED BY	D. FRANKLIN										TOTAL
CHECKED BY	H. WANG										
PROJ. ENGR.	A. HENNINGSON			RELEASED FOR CONSTRUCTION	DATE	BY					
REVISION	C. STONE										

Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH
March 14, 2014
Version #1

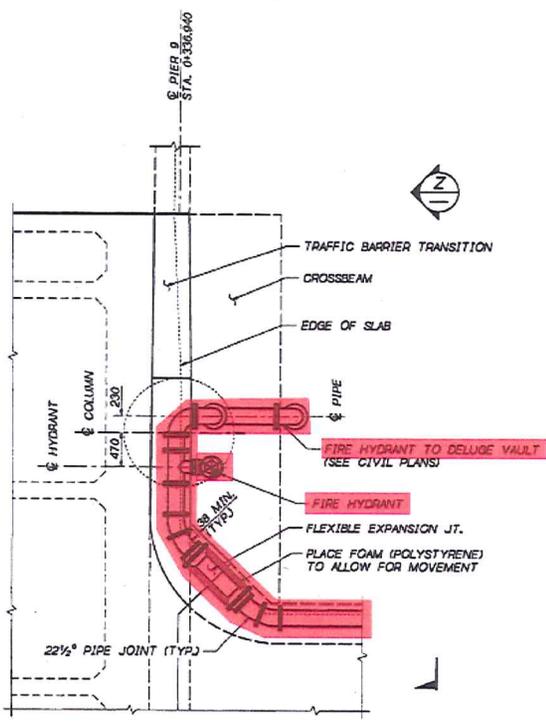


Exhibit L – Bridge Hydrant System

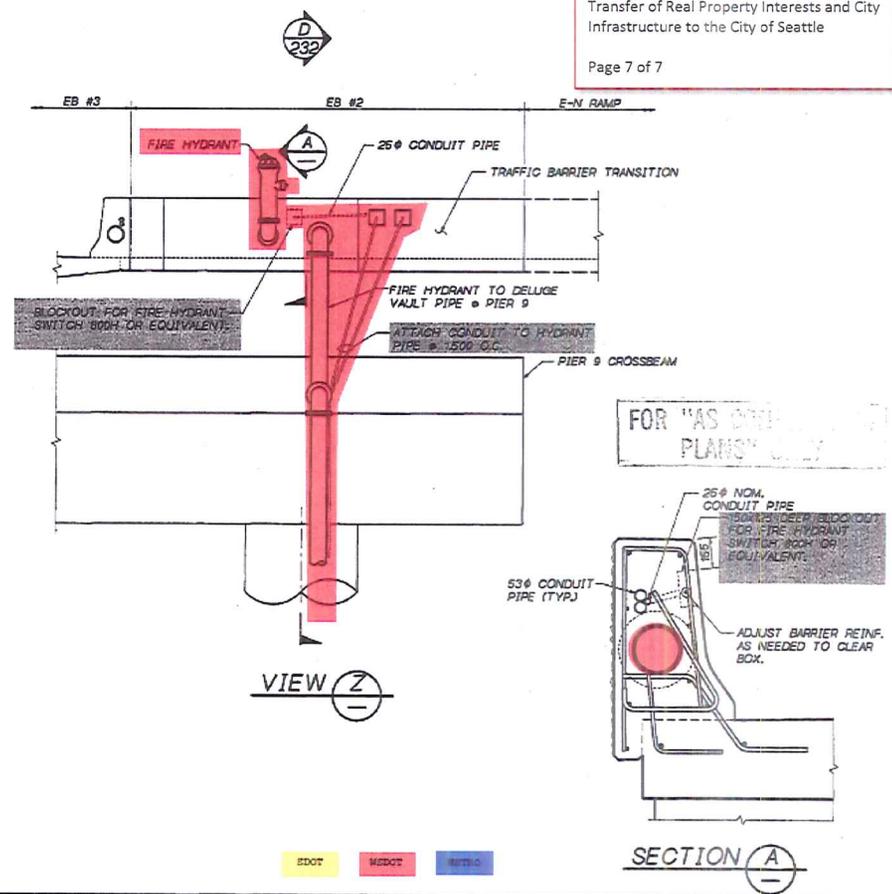
Memorandum of Agreement GCA 6868 for SR519/I-90 Intermodal Access – I/C Improvement Project

Transfer of Real Property Interests and City Infrastructure to the City of Seattle

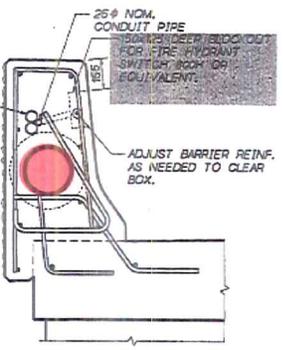
Page 7 of 7



PLAN - FIRE HYDRANT NEAR PIER 9



FOR "AS BUILT" PLANS ONLY



SECTION A

SDOT WSDOT WSTED

Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH L, 11/14/2014, Version #1
SR 519 JOB NO. 7001 SHEET 230

Bridge Design Eng. C. C. RUTH	EB2001 (FBI) FIRE HYDRANT, 1, FBI, 1	REVISION	DATE	BY	APP'D
Drawn By: T. A. BRATHE					
Designed By: TAVAKOLI	1/00				
Checked By: J.C. MEYER	1/00				
Detained By: V.S. NGUYEN	1/00				
Bridge Projects Eng.					
Drawn: PIER 9					
Architect/Specifier					
05-FEB-01					

10	WASH									
JOB NUMBER		99A053								

BRIDGE AND STRUCTURES OFFICE

2-5-01

Washington State Department of Transportation

SR 90 AND SR 519
INTERMODAL ACCESS - PHASE 1
S ATLANTIC STREET
EB #2
FIRE HYDRANT AT PIER 9

SDOT SHEET NO. **230**
OF 506
948

Exhibit L to SDOT SR 519 Project Acquisition ORD ATT 1

GM 1355
GENERAL MAINTENANCE AGREEMENT
SR 519 Phase 1

THIS AGREEMENT, is made and entered into this 17th day of June, 2002, by and between the STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION, acting by and through the Secretary of the Department of Transportation, by virtue of Title 47, RCW, hereinafter called the "STATE" and the CITY OF SEATTLE, a municipal corporation of the State of Washington, acting by and through its Director of Transportation, 600 Fourth Avenue, Room 400, Seattle, WA 98104-1879, hereinafter called the "CITY".

WHEREAS, the STATE is constructing the Phase 1 of the SR 519 Intermodal Access Project, a limited access facility, within the corporate limits of the CITY; and

WHEREAS, the STATE is obligated under RCW 47.24 and RCW 47.52, to maintain and operate certain facilities within the limited access area; and

WHEREAS, portions of the project were designed according to CITY standards; and

WHEREAS, the STATE and the CITY will each receive benefit from the joint use of roadway improvements; and

WHEREAS, the STATE and the CITY desire to share the maintenance responsibilities of the facility;

NOW, THEREFORE, the STATE and the CITY agree as follows:

I
GENERAL

- Exhibit A Vicinity Map
- Exhibit B Marked copy of the Right of Way and Limited Access Plan delineating areas of CITY maintenance responsibility under this agreement.
- Exhibit C Operating and Maintenance Agreement between Washington State Department of Transportation, the Washington State Major League Baseball Stadium Public Facilities District and the Baseball Club of

Seattle, L.P. All maintenance activities in the area west of the western property line of the Burlington Northern Santa Fe Railroad shall conform to the conditions set forth in Exhibit C.

Exhibit D Marked copy of plan sheets indicating bridge columns where the CITY will be responsible for removal or spot painting of graffiti.

II STATE MAINTENANCE RESPONSIBILITIES

The STATE, at STATE expense, shall be responsible for the following activities:

1. Repair of defects that are a direct result of the project construction or of the STATE design.
2. Repair and/or replacement of all structures, including bridges, bridge approach slabs and retaining walls, excluding the maintenance and repair of bridge rail, traffic barrier, guardrail, pedestrian rail and protective throw fence.
3. Repainting of bridge structures.
4. Removal or spot painting of graffiti on the structure. The limits of this spot painting shall include the bridge columns, the bridge under-deck and outer portions of the concrete barriers (except for those columns designated on Exhibit D).
5. Resurfacing of all paved surfaces on bridge structures.
6. Repair and/or replacement of signing, including sign mounting structures within limited access area. Any future signs to be located within the limited access shall be approved by the Northwest Region Traffic Engineer.
7. Striping and re-striping of lane markings within the limited access area.
8. Repair, reconstruction or replacement, as necessary, of bridge drains on, in or attached to the structures.

III CITY MAINTENANCE RESPONSIBILITIES

The CITY, at CITY expense, shall be responsible for the following activities.

1. Snow removal, ice control, sweeping and litter pickup on the roadway and sidewalks.



2. Repair of roadway surfaces, curbs, sidewalks, and shoulders, including pothole patching, and the filling of settlements and/or other surface deformations.
3. Maintenance and repair of bridge rail, traffic barrier, guardrail, pedestrian rail and protective throw fence. The STATE will provide shop drawings of the bridge rail, traffic barrier, guardrail, pedestrian rail and protective throw fence.
4. Maintenance, repair and operation of signals, lighting systems, and traffic surveillance cameras including costs for power.
5. Maintenance of all landscaping on and adjacent to the facility. Maintenance shall include the replacement of plant materials after the expiration of the contract plant establishment period.
6. Cleaning, maintenance, repair and operation of the drainage system, with the exception that bridge drains will be repaired, reconstructed or replaced, as necessary, by the STATE.
7. Removal or spot painting of graffiti **except** for the bridge columns, the bridge under-deck and outer portions of the concrete barriers that are the responsibility of the STATE. (See Exhibit D for those columns that are the responsibility of the CITY.)

IV RIGHT OF WAY OWNERSHIP

The right of way ownership shall remain vested in the STATE.

V PAYMENT

Maintenance activities by the STATE and the CITY shall be at the sole expense of each respective agency. The STATE shall provide \$27,000, one time only, to the CITY for the CITY to use to maintain the bridge rail, traffic barrier, guardrail, pedestrian rail and protective throw fence.

VI WORK BY CONTRACT

It is acknowledged that the CITY may not be adequately staffed or equipped to perform all the work required hereby, and that all or part of the same may be done by a contract let by the CITY. The CITY agrees to notify STATE of any contract work to be performed.

If a valid and continuing contract exists between the CITY and a contractor, and the CITY desires to have the work required by this AGREEMENT



performed under the subject contract, the CITY shall provide the STATE with a copy of the contract.

Nothing in the approval of such contact or agreement by the STATE will constitute an assignment of the CITY's rights and/or obligations or otherwise establish direct contractual relations between the STATE, CITY and contractor.

VII DISPUTES

In the event that a dispute arises under this AGREEMENT, it shall be resolved as follows: The Director of Seattle Transportation and the Secretary of Transportation shall each appoint a member to a disputes review board, these two members shall select a third member not affiliated with either Agency. The parties must exhaust the board's review process before any legal proceedings can commence.

VIII LEGAL RELATIONS

Each of the parties to this AGREEMENT shall protect, defend, indemnify, and save harmless the other party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, each of the party's negligent acts or omissions. No party will be required to indemnify, defend, or save harmless the other party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the party. Where such claims, suits, or actions result from concurrent negligence of the parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the party's own negligence. Each of the parties agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the parties, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that either party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible party or combination of the parties to the extent of that party's/those parties' culpability. This indemnification shall survive the termination of this AGREEMENT.

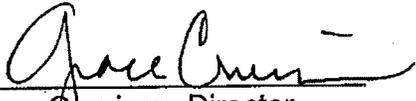


In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction situated in Thurston County, Washington.

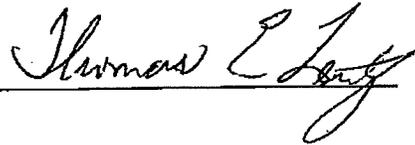
No liability shall attach to the STATE or the CITY by reason of entering into this AGREEMENT except as expressly provided herein.

CITY OF SEATTLE

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION



Grace Crunican, Director
Seattle Transportation



Approved as to form:

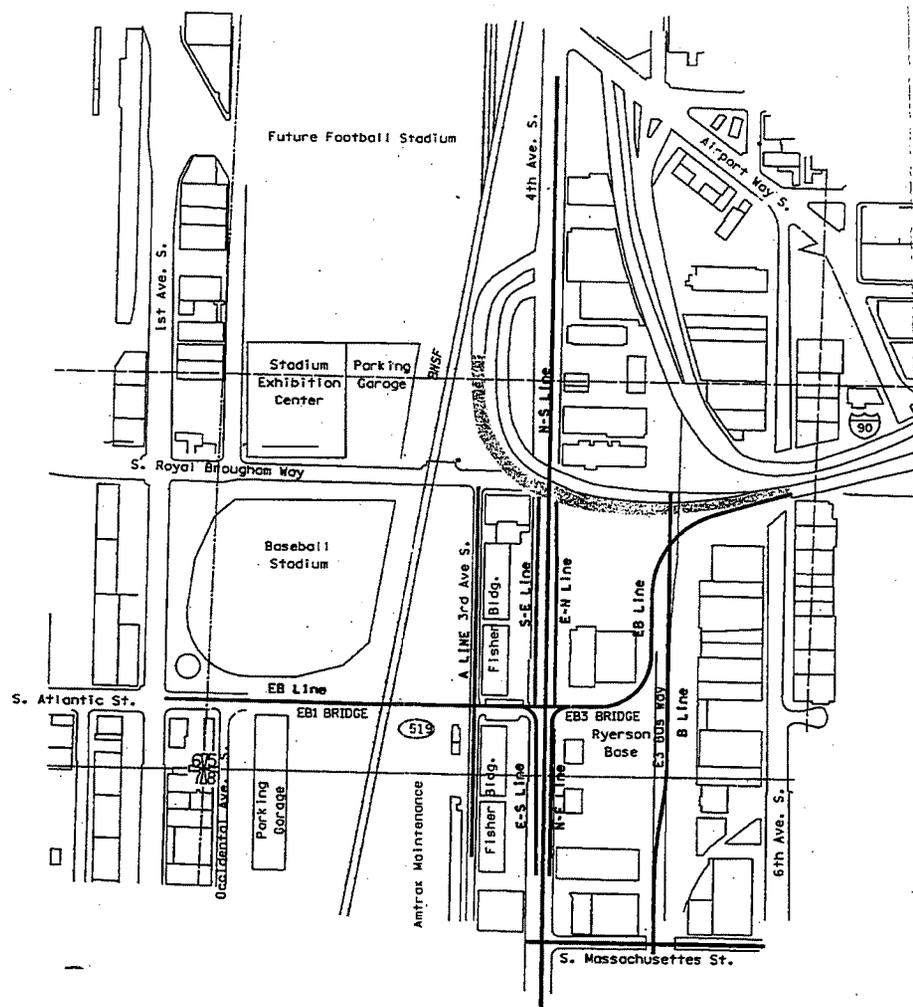
Date June 3, 2002

J. M. Attridge

Title M. Counsel AAG



T.24N. R4E. W.M.
 City of Seattle

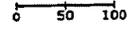


03/21/2001 c:\data\3021\dgr\3021sh\indxVic.dgn 61as8

PLOT3

EXHIBIT "A"

Agreement No: GM 1355
 Control Section: 1769 SR 90 & SR 519
 Intermodal Access - Phase 1-S. Atlantic Street
 VICINITY MAP
 Sheet 1 of 1 March 23, 2001



DESIGNED BY C. BRICHEUX		REGION NO. 10	STATE WASH	FED. AID PROJ. NO.	ENVIRONMENTAL AND ENGINEERING SERVICE CENTER		SR 90 AND SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET	VICINITY MAP	V1
ENTERED BY C. BRICHEUX		JOB NUMBER 99A053	CONTRACT NO.						
CHECKED BY B. GLAS		DATE 12-29-00	LEADER LINE ADDED	BY					
PROJ. ENGR. B. NEBBITT									
REGIONAL ADM. J. OKAMOTO									



CURVE DATA

STATION	DATA	STATION	DATA	STATION	DATA
EB90 1827.41	PT 10+00	LT 180+41	PT 10+00	LT 176+92	PT 10+00
EB90 1836.11	PT 10+00	LT 180+41	PT 10+00	LT 176+92	PT 10+00
EB90 1844.81	PT 10+00	LT 180+41	PT 10+00	LT 176+92	PT 10+00

CITY OF SEATTLE
T.24N. R.4E. W.M.

ACCESS NOTES: ACCESS AND USE FOR PARCEL L1880 WILL BE PERMITTED AS CLEARANCES PERMIT ACROSS BRIDGE PIER FOUNDATIONS ON EB90 LINE SURVEY AS SHOWN ON THIS PLAN FROM STA. EB90 1847.38 TO STA. EB90 2046.84.
 ACCESS AND USE FOR PARCEL L1881 WILL BE PERMITTED AS CLEARANCES PERMIT ACROSS BRIDGE PIER FOUNDATIONS ON LINE SURVEY AS SHOWN ON THIS PLAN FROM STA. EB90 2246.61 TO STA. EB90 2346.07.
 ACCESS AND USE FOR PARCEL L1882 WILL BE PERMITTED AS CLEARANCES PERMIT ACROSS BRIDGE PIER FOUNDATIONS ON 90 LINE SURVEY AS SHOWN ON THIS PLAN FROM STA. EB90 1847.78 TO STA. EB90 2346.24 FOR TRANSIT ONLY ROAD PAVEMENT.

OWNERSHIPS

PARCEL NO.	NAME	TOTAL AREA	R/W	LT.	REMAINDER RT.	EASHT	STATION ON ROADWAY	TYPE
1-15945	WSDOT	100.00	100.00					
1-15946	WSDOT	100.00	100.00					
1-15947	WSDOT	100.00	100.00					
1-15948	WSDOT	100.00	100.00					
1-15949	WSDOT	100.00	100.00					
1-15950	WSDOT	100.00	100.00					

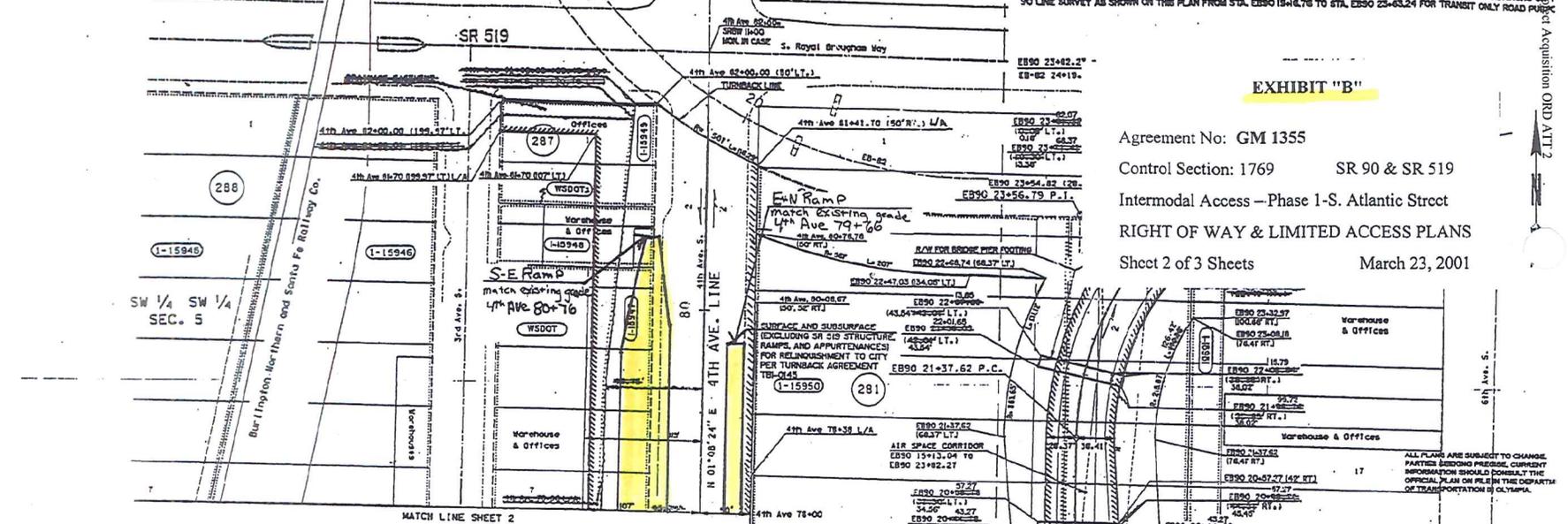


EXHIBIT "B"

Agreement No: GM 1355
 Control Section: 1769 SR 90 & SR 519
 Intermodal Access - Phase 1-S. Atlantic Street
RIGHT OF WAY & LIMITED ACCESS PLANS
 Sheet 2 of 3 Sheets March 23, 2001

LEGEND

ACCESS TO BE PROHIBITED SHOWN THIS

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

SEATTLE TIDE LANDS

SCALE IN FEET

ACCESS NOTE: TRAFFIC MOVEMENT AND ACCESS TO AND FROM CITY STREETS WILL BE PERMITTED UNDER THE HIGHWAY STRUCTURES AS CLEARANCES PERMIT AT: STA. EB 5+00 TO STA. EB 8+13.67 AND 4TH AVE STA. EB 5+00 TO 4TH AVE STA. EB 7+00

AIR SPACE CORRIDOR: THE STATE SHALL HAVE THE RIGHT OF ACCESS UNDER THE STRUCTURE BETWEEN STA. EB90 15+13.04 AND STA. EB90 23+82.27, RT. & LT. TO CONSTRUCT, INSPECT, MAINTAIN & REPAIR THE STRUCTURE APPROPRIATE CHANGES AND/OR RIGHT OF WAY FROM GROUND LEVEL.

ACCESS AND USE FOR PARCEL L1880 WILL BE PERMITTED AS CLEARANCES PERMIT ACROSS BRIDGE PIER FOUNDATIONS AND ACCESS LIMITED UNDER THE EB90 LINE SURVEY AS SHOWN ON THIS PLAN FROM STA. EB90 1847.38 TO STA. EB90 2046.84.

ACCESS TO AND FROM PARCEL L1881 WILL BE PERMITTED AS CLEARANCES PERMIT ACROSS BRIDGE PIER FOUNDATIONS ON LINE SURVEY AS SHOWN ON THIS PLAN FROM STA. EB90 2246.61 TO STA. EB90 2346.07.

ACCESS AND USE FOR PARCEL L1882 WILL BE PERMITTED AS CLEARANCES PERMIT ACROSS BRIDGE PIER FOUNDATIONS ON 90 LINE SURVEY AS SHOWN ON THIS PLAN FROM STA. EB90 1847.78 TO STA. EB90 2346.24 FOR TRANSIT ONLY ROAD PAVEMENT.

TEMPORARY CONSTRUCTION EASEMENT - INCLUDES AREA SHOWN ON SE 90 CONNECTION ST. INTERCHANGE 4TH AVE. S. AND TRANSIT RAMPS. SHEET 2 OF 3 SHEETS, APPROVED AUG. 23, 1999 AND SHEET 3 OF 3 SHEETS, APPROVED OCT. 18, 1999.

TEMPORARY CONSTRUCTION EASEMENT

CHANGE EASEMENT

AIR SPACE CORRIDOR LIES ABOVE AN ELEVATION OF 30.0' BASED ON CITY OF SEATTLE VERTICAL DATUM.

CITY OF SEATTLE STREET INTERSECTION COORD. SYSTEM

INTERSECTION	NORTHING (FT.)	EASTING (FT.)
4TH AVE. & SR 519	2374.000	127136.250

THE BASIS OF BEARINGS AND DISTANCE ARE DETERMINED FROM CITY OF SEATTLE STREET INTERSECTION COORDINATE SYSTEM. THE DISTANCES SHOWN ARE GROUND DISTANCES.

TOTAL AREA IS FROM ASSESSOR'S RECORDS

OWNERSHIPS

PARCEL NO.	NAME	TOTAL AREA	R/W	LT.	REMAINDER RT.	EASHT	STATION ON ROADWAY	TYPE
1-15945	WSDOT	100.00	100.00					
1-15946	WSDOT	100.00	100.00					
1-15947	WSDOT	100.00	100.00					
1-15948	WSDOT	100.00	100.00					
1-15949	WSDOT	100.00	100.00					
1-15950	WSDOT	100.00	100.00					

ACCESS APPROACH SCHEDULE

OWNERSHIPS

PARCEL NO.	NAME	TOTAL AREA	R/W	LT.	REMAINDER RT.	EASHT	STATION ON ROADWAY	TYPE
1-15945	WSDOT	100.00	100.00					
1-15946	WSDOT	100.00	100.00					
1-15947	WSDOT	100.00	100.00					
1-15948	WSDOT	100.00	100.00					
1-15949	WSDOT	100.00	100.00					
1-15950	WSDOT	100.00	100.00					

OWNERSHIPS

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1-15947	WSDOT	100.00	100.00					
1-15948	WSDOT	100.00	100.00					
1-15949	WSDOT	100.00	100.00					
1-15950	WSDOT	100.00	100.00					

OWNERSHIPS

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1-15949	WSDOT	100.00	100.00					
1-15950	WSDOT	100.00	100.00					

OWNERSHIPS

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1-15950	WSDOT	100.00	100.00					

OWNERSHIPS

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1-15948	WSDOT	100.00	100.00					
1-15949	WSDOT	100.00	100.00					
1-15950	WSDOT	100.00	100.00					

OWNERSHIPS

PARCEL NO.	NAME	TOTAL AREA	R/W	LT.	REMAINDER RT.	EASHT	STATION ON ROADWAY	TYPE
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1-15947	WSDOT	100.00	100.00					
1-15948	WSDOT	100.00	100.00					
1-15949	WSDOT	100.00	100.00					
1-15950	WSDOT	100.00	100.00					

OWNERSHIPS

PARCEL NO.	NAME	TOTAL AREA	R/W	LT.	REMAINDER RT.	EASHT	STATION ON ROADWAY	TYPE
1-15945	WSDOT	100.00	100.00					
1-15946	WSDOT	100.00	100.00					
1-15947	WSDOT	100.00	100.00					
1-15948	WSDOT	100.00	100.00					
1-15949	WSDOT	100.00	100.00					
1-15950	WSDOT	100.00	100.00					

NOTE: WSDOT'S OWNERSHIP SHOULD BE VERIFIED. PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED BY WSDOT.



DEPUTY STATE DESIGN ENGINEER APPROVED SEPTEMBER 4, 2001
 SHEET 3 OF 4 S

DRAWER 20 SEQUENCE 7

01.11.21 510/1



OPERATION AND MAINTENANCE AGREEMENT

This OPERATION and MAINTENANCE AGREEMENT (the "Agreement") dated October 2, 2000 ("Effective Date"), is entered into by and between the Washington State Major League Baseball Stadium Public Facilities District (the "PFD"), a Washington municipal corporation and special purpose district, The Baseball Club of Seattle, L.P. (the "Club"), a Washington limited partnership, and the Washington State Department of Transportation ("WSDOT" or the "State"), an agency of the State of Washington (hereinafter collectively the "Parties").

RECITALS

WHEREAS, on May 26, 2000, the Parties entered into an "Agreement Regarding Use and Possession, Valuation, and Operation and Maintenance" (the "Use and Possession Agreement") whereby the PFD agreed to transfer certain real property interests, including fee interests and permanent and temporary easements, to WSDOT, subject to several reserved easements and other conditions and restrictions.

AND WHEREAS, the Use and Possession Agreement provides that the Parties will negotiate and execute an Operation and Maintenance Agreement restricting the time and manner of the State's activities on the Property.

AND WHEREAS, the Club presently holds a renewable twenty (20) year leasehold interest in the Property and, therefore, will be affected by the State's acquisition of the Transferred Property.

AND WHEREAS, contemporaneous with executing and recording this Agreement, the PFD will convey to the State, by quitclaim deed, the Transferred Property, reserving therefrom certain easements.

DEFINITIONS

Ballgame means any Major League Baseball game played at the Ballpark.

Ballpark Event means any and all events other than Ballgames scheduled by the PFD, the Club, or their successors, or assigns, that will use or occupy all or any portion of the Facility.



Baseball Season means the period beginning March 20th of each year through the final Ballgame of each year, including post-season Ballgames, if necessary, played at the Ballpark, ending no later than October 31st of each year.

Ballpark means the major league baseball stadium located in Seattle, Washington, which is owned by the PFD and subject to a long-term lease with the Club.

Ballpark Roof means the retractable roof on the Ballpark, which intrudes into the Transferred Property.

Ballpark Sidewalk means the pedestrian sidewalk located east of Occidental Avenue South and running along the southern boundary of the Ballpark.

Cleanup and Beautification Right of Entry means the right of entry granted by WSDOT to the PFD, its successors and assigns as set forth in Section IV.D below, for the purpose of picking up trash following Ballgames and Ballpark Events and beautifying the pedestrian areas to satisfy Ballpark permit requirements as established in the City of Seattle Ordinance No. 119534 and Master Use Permit No. 9600329.

The Club means the Baseball Club of Seattle, LP.

Construction Season or Off-Season means the period beginning immediately following the last Ballgame of each Baseball Season played at the Ballpark until the first pre-season Ballgame of each Baseball Season played at the Ballpark. This period shall begin no later than November 1st of each year and end March 19th of each year.

Emergency means unforeseen circumstances beyond the control of a party that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

Emergency Access Right of Entry means the right of entry granted by WSDOT to the PFD over the Transferred Property for Emergency access purposes as set forth in Section IV.C below.

Facility means the Property, as described in Exhibit A, less the Transferred Property, as described in Exhibits A through J to the Quitclaim Deed and Easement. The Facility includes, but is not limited to, the Ballpark, the Parking Garage located south of the

EXHIBIT "C"

Page 2 of 26 pages

Agreement No: GM 1355

Control Section: 1769 SR 90 & SR 519

Intermodal Access - Phase 1-S. Atlantic Street

OPERATING & MAINTENANCE AGREEMENT

Sheet 2 of 32

March 23, 2001



Ballpark and the Security Compound. The Facility is located in Seattle, Washington, is owned by the PFD, and is subject to a long-term lease with the Club.

Fire Lane means the continuous 20-foot wide corridor beginning at the Security Compound and connecting to S. Royal Brougham Way and Occidental Avenue S. accessible to pedestrians for egress from the Ballpark prior to, during and following Ballgames and Ballpark Events in the case of emergency, consistent with the requirements of the Seattle Fire Department.

Fire Loop means the private underground water supply system used by the PFD for fire protection, which is located, in part, under the Transferred Property.

Granted Easements means the Permanent Pier Easement, Permanent Stairwell Easement, Permanent Access Easement, and Temporary Construction Access Easement granted to WSDOT by the PFD as set forth in the Quitclaim Deed and Easement.

Parking Garage means the parking garage owned by the PFD and subject to a long term lease with the Club located to the south of the Ballpark.

Pedestrian Bridge means the above-grade pedestrian access bridge that crosses over the roadway between and connects the Parking Garage and the Ballpark.

Pedestrian Bridge Easement means the easement reserved to the PFD for locating, operating and maintaining the Pedestrian Bridge as set forth in the Quitclaim Deed and Easement.

Permanent Access Easement means the permanent nonexclusive access easement granted by the PFD to the State for the purpose of accessing the SR 519 Expansion Project as set forth in the Quitclaim Deed and Easement.

Permanent Pier Easement means the easement granted by the PFD to the State for the purpose of constructing two support piers for the SR 519 Expansion Project as set forth in the Quitclaim Deed and Easement. The Parties previously referred to this Easement as the Permanent Footings Easement in the Use and Possession Agreement.

Permanent Stairwell Easement means the easement granted by the PFD to the State for the purpose of constructing a footing and appurtenant Stairwell as set forth in the Quitclaim Deed and Easement.

EXHIBIT "C"

Page 3 of 26 pages

Agreement No: GM 1355

Control Section: 1769

SR 90 & SR 519

Intermodal Access – Phase 1-S. Atlantic Street

OPERATING & MAINTENANCE AGREEMENT

Sheet 3 of 32

March 23, 2001



Players Walkway means the covered walkway located in the Security Compound that is used by Club employees, invitees and licensees to walk from the Parking Garage to the Ballpark.

The Property means the real property legally described in Exhibit A.

Quitclaim Deed and Easement means the Quitclaim Deed and Easement executed contemporaneously with this Agreement whereby the PFD transfers the Transferred Property to the State.

Reserved Easements means the Roof Easement and the Pedestrian Bridge Easement as set forth in the Quitclaim Deed and Easement.

Roof Easement means the easement reserved by the PFD over the Transferred Property for locating, maintaining and operating the Ballpark Roof as set forth in the Quitclaim Deed and Easement.

Security Compound means that portion of the Facility consisting of four (4) loading bays, the lift dock, the trash dock, the security entrance, the players' entrance, the central plant building, driveways, parking areas, and miscellaneous work and storage areas. In general, this area is bounded by the south wall of the Ballpark to the north, by the retaining wall to the west, by the south wall of the central plant building to the south, and by the security fence to the east.

Service Road means the roadway, including the Fire Lane, that runs south from Royal Brougham to Occidental Avenue South and provides ingress and egress to the Security Compound.

SR 519 Expansion Project means the SR 519 Roadway and related improvements to be constructed by the State on the Transferred Property.

SR 519 Piers means the three piers to be constructed by WSDOT within and adjacent to the Security Compound to support the SR 519 Roadway.

SR 519 Roadway means the lanes of travel within the Transferred Property.

Stairwell means the pedestrian stairwell, including the support footing, to be constructed by WSDOT connecting the Ballpark Sidewalk to the WSDOT Sidewalk and the SR 519 Roadway.

DWS
ATTY2
CLEAK

Temporary Construction Access Easement means the temporary construction easement granted by the PFD to the State for the purpose of accessing the Transferred Property during the construction of the SR 519 Expansion Project as set forth in the Quitclaim Deed and Easement.

Throw Barrier means a mesh or transparent barrier on the Pedestrian Bridge. The purpose of the Throw Barrier is to prevent material from being thrown from the Pedestrian Bridge onto the SR 519 Roadway.

Transferred Property means all of the real property interests, including fee interests, and temporary and permanent easements, transferred from the PFD to the State pursuant to the Quitclaim Deed and Easement and subject to the conditions and restrictions established in this Agreement. The Transferred Property is identified on WSDOT's right of way plans as Parcels 1-15945 and 1-15953 and is depicted and legally described in Exhibits A through J to the Quitclaim Deed and Easement.

WSDOT Sidewalk means all sidewalks constructed by the State on the Transferred Property.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree:

SECTION I: CONSTRUCTION STANDARDS DURING PHASE ONE OF THE SR 519 EXPANSION PROJECT

WSDOT agrees to comply with the following conditions and restrictions during the initial construction of the SR 519 Expansion Project. Different requirements and conditions shall apply to future construction projects and maintenance of the SR 519 Expansion Project as set forth in Section II below.

- A. Non-Interference with Ballgames or Ballpark Events. WSDOT shall not interfere with Ballgames or Ballpark Events. If WSDOT complies with the hours and location restrictions established in Section I.B below, WSDOT shall be deemed not to have interfered with Ballgames or Ballpark Events. If WSDOT fails to comply with the hours and location



restrictions established in Section I.B below, it may be subject to a claim for damages as set forth in Section V.I below.

B. Construction Period.

1. *During Baseball Season:*

- (a) WSDOT may perform limited construction on the SR 519 Expansion Project during two Club road trips during the 2002 Baseball Season. WSDOT may use these two road trip periods to set girders and conduct associated construction activities only. The Club shall provide WSDOT with a copy of the proposed schedule for the 2002 Baseball Season no later than January 30, 2002, and shall provide a copy of the final 2002 Baseball Season schedule as soon as it is available. Based upon the road trips identified in the 2002 Baseball Season schedule, WSDOT shall identify two road trip periods during the months of April, May and/or June when it would like the option of setting girders and conducting associated construction activities. During these selected periods, WSDOT is authorized to perform construction activities in and from the Security Compound, and the Club and the PFD agree to the greatest extent possible not to interfere with WSDOT's construction activities in the Security Compound. WSDOT may begin construction in the Security Compound during the two identified road trips no sooner than twenty-four (24) hours following the end of the immediately preceding Ballgame at the Facility, and WSDOT must cease all construction activities in the Security Compound no later than thirty-six (36) hours prior to the official start time of the subsequent Ballgame at the Facility.
- (b) In addition, WSDOT may also perform limited construction on the parcels described in Exhibits A, B, and C to the Quitclaim Deed and Easement during the Baseball Season subject to the following restrictions: (1) all loading activities and vehicular access to and from these parcels must cease during a period extending from thirty-six (36)



hours before the official start time of any Ballgame to twenty-four (24) hours after the end of any Ballgame; (2) all construction and/or maintenance activities from or on these parcels must cease during a period extending from one hundred and eighty (180) minutes before the official start time of any Ballgame to sixty (60) minutes after the end of any Ballgame; and (3) all construction and/or maintenance activities from or on these parcels must cease during a period extending from sixty (60) minutes before the schedule start time of any Ballpark Event to sixty (60) minutes after the end of any Ballpark Event.

Notwithstanding the foregoing, WSDOT may not perform any construction activity on the Transferred Property during the period beginning at 12:00 a.m. July 6, 2001 and ending at 11:59 p.m. July 10, 2001.

- (c) Except in an Emergency and as set in Paragraphs (a) and (b) above, the State shall not perform any construction activities on the SR 519 Expansion Project during any Baseball Season without the prior written permission of the PFD and the Club. The State shall submit each of its requests to conduct construction during the Baseball Season in writing a minimum of thirty (30) days before the start date of the proposed construction. The PFD and the Club shall issue a written decision concerning each request promptly, and in no event less than fourteen (14) days prior to the requested start date for proposed construction. All such requests shall be coordinated through the Parties' liaisons.

If the PFD and the Club authorize WSDOT to perform additional construction and/or maintenance during the Baseball Season, all construction and/or maintenance activities by WSDOT on the SR 519 Expansion Project must cease during the period extending from (a) thirty-six (36) hours before the official start time of any Ballgame to twenty-four (24) hours after the end of any Ballgame, and (b) sixty (60) minutes before any scheduled Ballpark Event to sixty (60) minutes after any scheduled Ballpark Event;



except in case of an Emergency or by written agreement between the Parties.

2. *During the Construction Seasons:* During the Construction Seasons, the PFD, the Club and WSDOT shall have shared use of the Security Compound. The Club and the PFD agree that between the hours of 7:00 p.m. and 7:00 a.m. daily, the Club and the PFD shall not obstruct WSDOT's use of the Security Compound. Between the hours of 7 a.m. and 7 p.m. daily, the Club and the PFD shall retain exclusive use of the Security Compound, except for the fenced staging areas as set forth in Exhibit B. WSDOT's construction activities in the fenced staging areas shall be strictly limited. Specifically, WSDOT shall not bring any vehicles or supplies through the Security Compound between the hours of 7 a.m. and 7 p.m. daily. A limited number of WSDOT contractors and employees may, however, work inside the fenced areas in the Security Compound between 7 a.m. and 7 p.m. daily, so long as they are able to enter and exit the Security Compound on foot without interfering with the PFD's or the Club's operations.
- C. Construction Schedule. WSDOT shall provide the PFD and the Club with a current copy of its construction schedule for the SR 519 Expansion Project no less than thirty (30) days prior to the beginning of each Construction Season. Thereafter, WSDOT shall provide the PFD liaison and the Club liaison with updated schedules every two weeks, documenting any changes to the schedule. In addition, as of the date of this Agreement, WSDOT expects to have weekly "owners meetings" between itself and the general contractor, during which WSDOT and its general contractor may discuss the status of and revisions to the construction schedule for the SR 519 Expansion Project. WSDOT shall provide the PFD liaison and the Club liaison notice of these meetings. PFD and/or Club representatives may attend any of these meetings and may participate in schedule discussions. Any conflict(s) between the Parties regarding the construction schedule shall be addressed through the Parties' liaisons. This subsection shall not be the subject of the dispute resolution process as set forth in Section V.C below.
- D. Plans for the SR 519 Piers. The State has proposed to construct three piers to support the SR 519 Roadway ("SR 519 Piers") within and adjacent to

the Security Compound, which will impact access to and use of the Security Compound. WSDOT, the PFD and the Club shall agree on the design of the SR 519 Piers, which shall be incorporated into the plans and specifications provided by WSDOT to its construction contractor for the SR 519 Expansion Project. If a change to the agreed design is necessary, WSDOT shall consult with the PFD and the Club prior to issuing any change order. In any event, the State agrees to construct the SR 519 Piers according to the following minimum requirements: (1) each of the SR 519 Piers shall be located so that it does not block ingress or egress by trucks and other vehicles to the existing loading and/or trash docks in the Security Compound as shown on the Layout Plans, attached hereto as Exhibit C; (2) each of the SR 519 Piers may include no more than three support columns; (3) the bottom ten (10) feet of each column from and above grade shall be wrapped in a protective sleeve to protect the column; and (4), each column, including the protective sleeve, may be no more than five (5) feet in diameter above grade, exclusive of the bolts and flanges (if any) used to secure the protective sleeves, the flanges of which shall be aligned in a north-south direction to avoid interfering with the loading and/or trash docks. The PFD and the Club agree to be responsible for the cost of repairing any material damage, as determined by WSDOT in its reasonable discretion, to the columns and/or protective sleeves, caused by or as a result of the negligence or intentional acts of the PFD and/or the Club, their agents, employees, successors, assigns, invitees, and licensees.

- E. Plans for Constructing Stairwell and WSDOT Sidewalks. WSDOT, the PFD and the Club shall agree on the design of the Stairwell and all WSDOT Sidewalks, which shall be incorporated into the plans and specifications provided by WSDOT to its construction contractor for the SR 519 Expansion Project. If a change to this design is necessary, WSDOT shall consult with the PFD and the Club prior to issuing any change order. In any event, the State shall design and construct the Stairwell and WSDOT Sidewalks according to the following minimum requirements: (1) where the Ballpark Sidewalk and the WSDOT Sidewalk are contiguous, the Stairwell and the WSDOT Sidewalks must be flush with the Ballpark Sidewalk and substantially similar to the Ballpark Sidewalk in style and appearance; and (2) where the Ballpark Sidewalk and the WSDOT Sidewalk separate, as the WSDOT Sidewalk slopes upward, the WSDOT Sidewalks must be substantially similar to the



Ballpark Sidewalk in style and appearance. WSDOT shall be liable for all costs and expenses associated with constructing, repairing and maintaining the Stairwell and all WSDOT Sidewalks, subject to the indemnity provision set forth in Section V.F below.

- F. Construction Staging. Except as set forth in Sections I. B. 1. a. and I. B. 2., or with the express written permission of the PFD and the Club, which shall not be unreasonably withheld, WSDOT shall not fence areas or store any equipment or materials in the Security Compound or along the Service Road during the Baseball Season, or outside of the staging areas identified in Exhibit B during the Construction Season.
- G. Emergency Access. Unless otherwise agreed among the Parties and the Seattle Fire Department, WSDOT agrees that while constructing the SR 519 Expansion not to obstruct the doorways and stairwells exiting from the Ballpark onto the Service Road or into the Security Compound. Furthermore, unless otherwise agreed among the Parties and the Seattle Fire Department, WSDOT agrees while constructing the SR 519 Expansion Project not to park or otherwise leave unattended vehicles or equipment on the Service Road or the Security Compound.
- H. Maintaining Construction Area. Except as otherwise provided herein, WSDOT shall be responsible for providing adequate safeguards, safety devices, protective equipment, and any needed actions to protect the life, health, and safety of the public, and to protect property in connection with the performance of the SR 519 Expansion Project.
- WSDOT shall maintain all roads and streets within the Transferred Property, keeping them open, and in good, clean, safe condition at all times.
- I. Security. WSDOT shall not allow or enable unauthorized persons to enter the Security Compound.
- J. Personal Parking Prohibited. WSDOT shall not park personal vehicles in the Security Compound or along the Service Road without the express written permission of the PFD and the Club.

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- K. Club Players. WSDOT shall not interfere with Club players and/or players' access to the Security Compound in any way, including, but not limited to, interference in the form of requesting autographs or taking photographs.
- L. Access to Parking Garage. WSDOT shall not block or obstruct the western entrance on the north side of the Parking Garage, except for the purpose of paving that portion of SR 519 Roadway immediately north of the western driveway entrance, at which time WSDOT shall not block or obstruct the eastern driveway entrance on the north side of the Parking Garage.
- M. Duration of Construction. The Parties anticipate that the initial construction of the SR 519 Expansion Project on the Transferred Property will begin in 2001 and be completed over a two-year period. If the initial construction of the SR 519 Expansion Project exceeds three years from the date of commencement of construction on the Transferred Property, the Parties agree to renegotiate and agree on the terms of WSDOT's continuing activities on the Transferred Property, except that in no event shall the terms of that subsequent agreement prohibit, or have the effect of prohibiting, WSDOT from completing the initial construction of the SR 519 Expansion Project.
- N. Additional Compensation for Temporary Construction Easement. WSDOT agreed in the Use and Possession Agreement to compensate the PFD for the Temporary Construction Access Easement based on WSDOT's use of that Easement for a total of twelve non-consecutive months. Subject to the provisions of Section I.B above, the duration of the Temporary Construction Easement is 365 calendar days of use, commencing upon the mobilization of WSDOT personnel and equipment, on or across properties legally described in Exhibits G through J of the Quitclaim Deed and Easement. If WSDOT's use of the Temporary Construction Easement during the initial construction of the SR 519 Expansion Project exceeds 365 calendar days, the Parties agree that WSDOT will compensate the PFD for the additional days consistent with the valuation methodology established in the Use and Possession Agreement.

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SECTION II: FUTURE CONSTRUCTION AND MAINTENANCE OF SR 519

WSDOT agrees to comply with the following conditions and restrictions during all construction and maintenance of the SR 519 Expansion Project following the completion of initial construction of the SR 519 Expansion Project. For the purposes of this Section, all references to the Club are limited to the period of the Club's lease with the PFD.

- A. Access to the Facility. Except in an Emergency or unless otherwise agreed in writing, WSDOT shall not block access by the PFD, the Club, their agents, employees, successor and assigns to the Facility, including but not limited to the Security Compound, for ongoing operations and maintenance of the Facility.
- B. Construction Schedule. Except in an Emergency, WSDOT shall provide the PFD liaison and the Club liaison a copy of the proposed schedule for any construction, activities on the Transferred Property no less than 30 days prior to beginning those activities. Thereafter, WSDOT shall provide the PFD liaison and the Club liaison with copies of any updated or amended schedules no more than five (5) business days after WSDOT knows of or reasonably should expect a change of schedule. In case of Emergency, WSDOT shall provide the PFD liaison and the Club notice of the construction as soon as practicable.
- C. Non-Interference with Ballgames or Ballpark Events. Except in an Emergency or unless otherwise agreed in writing by the PFD and the Club, WSDOT shall cease all maintenance activities on the Transferred Property that may interfere with the normal use and operation of the SR 519 Roadway, and the WSDOT Sidewalks and Stairwell during the period extending from one hundred and eighty (180) minutes before the official start time of any Ballgame to one hundred and twenty (120) minutes after the end of any Ballgame, and sixty (60) minutes before any scheduled Ballpark Event to sixty (60) minutes after any scheduled Ballpark Event.
- D. Construction Staging. WSDOT shall not store any equipment or materials at or on the Facility, including WSDOT's Permanent Access Easement, without the express written permission of the PFD and the Club, which shall not be unreasonably withheld.

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- E. Emergency Access. Unless otherwise agreed among the Parties and the Seattle Fire Department, WSDOT agrees while constructing and/or maintaining the SR 519 Expansion not to obstruct the doorways and stairwells exiting from the Ballpark onto the Service Road or into the Security Compound. Furthermore, unless otherwise agreed the Parties and the Seattle Fire Department, WSDOT agrees while constructing and/or maintaining the SR 519 Expansion not to park or otherwise leave unattended vehicles or equipment on the Service Road or the Security Compound.
- F. Maintaining the Transferred Property. Except as otherwise provided herein, WSDOT shall maintain the Transferred Property in accordance with its standard practices and, to the greatest extent practicable, so that it conforms to the appearance of the Facility.
- G. Security. WSDOT shall not allow or enable unauthorized persons to enter the Security Compound.
- H. Personal Parking Prohibited. WSDOT shall not park personal vehicles in the Security Compound or along the Service Road.
- I. Club Players. WSDOT shall not interfere with Club players and/or players' access to the Security Compound in any way, including, but not limited to, interference in the form of requesting autographs or taking photographs.

SECTION III: IMPROVEMENTS

The State shall make the following improvements as part of the initial construction of the SR 519 Expansion Project:

- A. Security Lighting. The State shall install lighting under the elevated bridge deck of the SR 519 Roadway to illuminate the Security Compound. The Parties shall agree on the specifications and design of the lighting, which shall be incorporated into the plans and specifications provided by WSDOT to its construction contractor for the SR 519 Expansion Project. If a change to the agreed specifications or design is necessary, the State shall consult with the PFD and the Club prior to issuing any change order. Following installation, the PFD shall be responsible for liability,



maintenance and operation of this lighting system, and WSDOT hereby grants the PFD a right of entry for these purposes.

- B. Fire Protection. The State shall install a sprinkler system under the elevated bridge deck of the SR 519 Roadway to provide fire protection to the Security Compound. The Parties shall agree on the specifications and design of the sprinkler system, which shall be incorporated into the plans and specifications provided by WSDOT to its construction contractor for the SR 519 Expansion Project. If a change to the agreed specifications or design is necessary, WSDOT shall consult with the PFD and the Club prior to issuing any change order. The sprinkler system shall conform to all applicable laws and regulations and shall be integrated into the existing Facility fire protection system. Following installation, the PFD shall be responsible for liability, maintenance and operation of this sprinkler system, and WSDOT hereby grants the PFD a right of entry for these purposes.
- C. Driveway and Pony Wall. As part of the SR 519 Expansion Project, the State shall rebuild the eastern driveway entrance on the north side of the Parking Garage and the adjacent pony wall. In addition, prior to completing the SR 519 Expansion Project, WSDOT shall at least temporarily restore these improvements so that they are fully functioning during each Baseball Season. The Parties shall agree on the specifications and design of the rebuilt driveway and pony wall, which shall be incorporated into the plans and specifications provided by WSDOT to its construction contractor for the SR 519 Expansion Project. If a change to the agreed specifications or design is necessary, WSDOT shall consult with the PFD and the Club prior to issuing any change order.
- D. Players Walkway. As part of the SR 519 Expansion Project, WSDOT shall rebuild and/or restore the Players Walkway. The Parties shall agree on the specifications and design for the Players Walkway, which shall be incorporated into the plans and specifications provided by WSDOT to its construction contractor for the SR 519 Expansion Project. If a change to the agreed specifications or design is necessary, WSDOT shall consult with the PFD and the Club prior to issuing any change order. In any event, WSDOT shall design and construct the final restored Players Walkway so that it shall be covered from above. In addition, prior to completing the SR 519 Expansion Project, WSDOT shall at least



temporarily restore the Players Walkway so that it is fully functioning during each Baseball Season. At a minimum, the temporary Players Walkway shall be free of any and all obstructions and shall be continuously covered to provide for the safety of the Club players.

- E. Restore Security Compound. As part of the SR 519 Expansion Project, the State shall repave the Security Compound with asphalt concrete pavement to a like new condition. WSDOT shall complete this repaving at an agreed upon time during either the Off-Season or a Club road trip during the Baseball Season. In addition, prior to completing the SR 519 Expansion Project, WSDOT shall at least temporarily restore the pavement in the Security Compound so that the Security Compound is fully functioning during each Baseball Season.
- F. Security Gate. As part of completing the SR 519 Expansion Project, WSDOT shall replace the security gate, which is used to restrict access to the Security Compound. The Parties shall agree on the specifications and design of the replacement security gate, which shall be incorporated into the plans and specifications that WSDOT provides to its construction contractor for the SR 519 Expansion Project. If a change to the agreed specifications or design is necessary, WSDOT shall agree with the PFD and the Club prior to issuing any change order. In addition, from the beginning of construction of the SR 519 Expansion Project until the final replacement security gate is completed, WSDOT shall maintain at least a temporary security gate to block unauthorized persons from entering the Security Compound.
- G. Air Transfer System.
1. If within twenty-four months of WSDOT completing its initial construction of the SR 519 Expansion Project, any of the Parties believes that the air quality in the Security Compound has fallen below federal, state or local standards, that Party shall so inform the other Parties and shall contact the appropriate jurisdictional authority and request an air quality study in the Security Compound. This air quality study shall be conducted over a period that includes at least one month of the Baseball Season to ensure that the study reflects the air quality in the Security Compound experienced during periods of heavy use. If this study concludes



that the air quality in the Security Compound falls below federal, state or local standards, including OSHA standards for worker exposure and the short-term ambient air quality standards for carbon monoxide as contained in the Puget Sound Clean Air Agency regulations, WSDOT shall install and maintain a ventilation system under the SR 519 Roadway to provide air transfer and ventilation to the Security Compound. If this study concludes that the air quality in the Security Compound does not fall below federal, state or local standards, WSDOT's obligation under this paragraph shall be deemed satisfied.

2. In order to reduce the likelihood of sub-standard air quality in the Security Compound, the Club and the PFD shall institute a policy requiring all vehicles, except refrigeration trucks, to be turned off while stationary in the Security Compound,

SECTION IV: PERMITS AND RIGHTS OF ENTRY

- A. Concurrent with this Agreement, WSDOT is granting the PFD permits for the purpose of operating the Facility, each of which has a duration of fifty (50) years, subject to renewal. These permits include a Utility Permit and a Fire Loop Permit.
- B. Throw Barrier Permit. The PFD hereby grants WSDOT, for a period of fifty (50) years, subject to renewal, a permit for the purpose of installing and locating a Throw Barrier on the Pedestrian Bridge. Prior to WSDOT installing the Throw Barrier, the Parties shall agree on the specifications and design of the throw barrier, which shall be incorporated into the plans and specifications that WSDOT provides to its construction contractor for the SR 519 Expansion Project. If a change to the agreed specifications or design is necessary, WSDOT shall agree with the PFD and the Club regarding any change prior to issuing any change order. The Throw Barrier shall be installed during the initial construction of the SR 519 Project and subject to the requirements of Section I.B. Following installation, the PFD and/or the Club shall be responsible for maintaining the Throw Barrier.
- C. Emergency Access Right of Entry. WSDOT hereby grants the PFD for a period not less than fifty (50) year, a non-exclusive, renewable right of



entry onto the Transferred Property as necessary for the purpose of responding to and remedying any and all Emergencies at the Property, including, but not limited to, Utility failures or outages, damage to the Pedestrian Bridge or the Ballpark Roof that threatens public health or safety, natural disasters, and medical emergencies. The PFD and the Club agree to provide WSDOT notice of the Emergency as soon as practicable.

- D. Cleanup and Beautification Right of Entry. WSDOT hereby grants the PFD, for a period of not less than fifty (50) years, a non-exclusive, renewable right of entry onto the Transferred Property, except the SR 519 Roadway, for the purpose of picking up trash following Ballgames and Ballpark Events and beautifying the pedestrian areas as required by City of Seattle Ordinance No. 119534 and Master Use Permit No. 9600329.
- E. Transferability. If in the future the PFD transfers the Facility to any third party fulfilling the function of the PFD, these rights of entry may be assigned to that third party, which shall have all of the same rights and benefits herein provided to the PFD. Similarly, if in the future WSDOT transfers the Transferred Property to any third party fulfilling the function of WSDOT, WSDOT may assign the Throw Barrier Permit to that third-party, which shall have all of the same rights and benefits herein provided to WSDOT.

SECTION V: OTHER TERMS AND CONDITIONS

- A. Memorandum of Agreement. The development of the SR 519 Expansion Project is the subject of a Memorandum of Agreement ("MOA") among the Parties and other public and private entities fully executed June 2, 2000. The State shall design and construct the SR 519 Expansion Project in accordance with the terms of this MOA. A copy of the MOA is attached to the Quitclaim Deed and Easement as Exhibit K.
- B. Party Contact. Each Party shall designate a liaison to communicate and coordinate with the other Parties. These liaisons shall be responsible for coordinating and scheduling all construction, maintenance and repair activities on the SR 519 Expansion Project, and resolving any other conflicts between the Parties. All communications between the Parties should be initiated through their respective liaisons.

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- C. Dispute Resolution. If despite their best efforts the Parties are unable to reach agreement regarding any conflict arising under this Agreement or the Quitclaim Deed and Easement, the Parties agree to attempt to resolve their dispute through mediation. The Parties shall agree on a mediator with appropriate experience. If the Parties are unable to reach agreement through mediation, the Parties agree to consider binding arbitration or declaratory relief to resolve their dispute. If binding arbitration is agreed upon, the Parties shall agree on an arbitrator with appropriate experience. The arbitrator shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association.
- D. Damage Repair. WSDOT shall be solely responsible for repairing any damage to the Property that results from the construction, maintenance, repair, or operation of SR 519 Expansion Project, except to the extent such damage or injury results from the negligence or intentional acts of the PFD or the Club. The PFD and/or the Club shall be solely responsible for repairing any damage to the Transferred Property that results from the PFD and/or the Club's negligence or intentional acts during construction, maintenance or repair of the Facility and areas covered by the permits and rights of entry referenced above, except to the extent such damage or injury results from the negligence or intentional acts of WSDOT.
- E. Risk of Damages. The PFD makes no representations or warranties regarding the condition of the Transferred Property, including any improvements thereon, or its suitability for WSDOT's intended purposes. Any use of the Transferred Property by WSDOT, its agents, contractors, employees, successors or assignees shall be deemed to be at the risk of WSDOT. The PFD and the Club shall not be liable or responsible for any damage to personal property or injury to person or loss of life that may result to WSDOT, its agents, employees, successors or assignees as a result of or that are in any way related to the SR 519 Expansion Project, except to the extent that such damage to personal property, injury to person, or loss of life results from the negligence or intentional acts of the PFD and/or the Club, their agents or employees.
- F. Indemnity.
1. WSDOT hereby agrees to defend, indemnify, release and hold harmless the PFD and the Club, their agents, contractors,



employees, successors, and assigns, from and against any and all liabilities, obligations, losses, damages, claims, judgments, suits or expenses of any kind of nature whatsoever, including, but not limited to, reasonable attorney's fees, arising out of or in any way connected with WSDOT's construction, operation and/or maintenance of the SR 519 Expansion Project. This indemnification shall not apply to the extent such claims, demands, costs, losses, damages, liabilities or expenses are caused by the negligence or intentional acts of the PFD or the Club.

2. The PFD and the Club hereby agree to defend, indemnify, release and hold harmless WSDOT, its agents, contractors, employees, successors, and assigns, from and against any and all liabilities, obligations, losses, damages, claims, judgments, suits or expenses of any kind of nature whatsoever, including, but not limited to, reasonable attorney's fees, arising out of or in any way connected with the PFD's or the Club's operation and/or maintenance of the Facility. This indemnification shall not apply to the extent such claims, demands, costs, losses, damages, liabilities or expenses are caused by the negligence or intentional acts of WSDOT.

G. Hazardous Materials.

1. The PFD makes no representations or warranties regarding the presence of Hazardous Materials. In fact, Hazardous Materials may be present on the Transferred Property that may be discovered during construction of the SR 519 Expansion Project.
2. WSDOT agrees to defend, indemnify, and hold the PFD harmless from and against any and all claims, causes of action, demands, and liability that are caused by or result from the presence of Hazardous Materials existing either prior to or following the Effective Date of this Agreement on the Transferred Property, WSDOT's activities on the Transferred Property, or WSDOT's use, disposal, transportation, generation and/or sale of Hazardous Materials, including, but not limited to, any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments, and attorneys' fees associated with the presence of Hazardous Materials on the Transferred Property. WSDOT further

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agrees to take all remedial measures at the Transferred Property as duly directed by a state, federal, or local regulatory agency, or as required under applicable Environmental Laws, where such obligations result from Hazardous Materials on the Transferred Property, WSDOT's activities on the Transferred Property, or WSDOT's use, disposal, transportation, generation, and/or sale of Hazardous Materials.

The PFD agrees to defend, indemnify and hold WSDOT harmless from and against any and all claims, causes of action, demands and liability for the presence of Hazardous Materials on the Transferred Property that (1) are caused by or result from the PFD's activities on the Transferred Property following the Effective Date of this Agreement; or (2) are caused by or result from the PFD's activities on the Facility following the Effective Date of this Agreement.

Further, the PFD agrees to defend, indemnify and hold WSDOT harmless for any claims, causes of action or liability resulting from the PFD's disposal of any Hazardous Materials that it may release onto the Transferred Property as a result of the PFD's activities on the Transferred Property or the Facility after the Effective Date of this Agreement. Further, PFD agrees to take all remedial measures at the Transferred Property as duly directed by a state, federal, or local regulatory agency, or as required under applicable Environmental Laws, where such obligations result from the presence or disposal of Hazardous Materials on the Transferred Property as a result of PFD's activities.

3. "Hazardous Materials" means any (a) petroleum products or by-products; (b) all hazardous or toxic substances, wastes or materials or pollutants, including hazardous substances as defined by § 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or the Washington Water Pollution Control Act, RCW 90.48.010 et seq., the Hazardous Waste Management Statute, RCW 70.105.010 et seq., the Washington Toxic Substance Control Act RCW 70.105B.010 et seq., the Washington Model Toxics Control Act, RCW 70.105D.010 et seq., and the Toxic Substance Control Act,



15 U.S.C. Section 2601 et seq., and in the regulations promulgated pursuant to said laws, all as amended from time to time.

- H. Road Relocation. The PFD reserves the right with WSDOT's approval, which approval shall not be unreasonably withheld, to relocate the Service Road at any time following WSDOT's completion of the initial construction of the SR 519 Expansion Project. If the PFD exercises this right, the PFD shall provide WSDOT with thirty (30) days written notice of any proposed relocation and shall provide WSDOT with equivalent or better access to the Transferred Property. The Parties would then execute new conveyance documents to correspond to the revised location of the Service Road. All costs related to such relocation shall be the responsibility of the PFD.
- I. Damages. If WSDOT fails to comply with the conditions and restrictions on construction activities on the Transferred Property established in Section I.B, and such failure is not caused by the PFD and/or the Club, then WSDOT will be liable to the PFD and/or the Club for damages as follows: the greater of (1) one thousand dollars (\$1,000.00) for each fifteen (15) minute period or portion thereof for work inconsistent with these restrictions; or (2) actual damages incurred, as well as attorneys' fees and costs incurred by the PFD and/or the Club in pursuing such damages. The PFD and/or the Club must submit all claims for damages to WSDOT a minimum of sixty (60) days prior to initiating any legal action to recover such alleged damages.

If the PFD or the Club obstruct WSDOT's construction of the SR 519 Expansion Project during the construction periods established in Section I.B, and such obstruction is not caused by WSDOT, then the PFD and/or the Club will be liable for actual damages incurred, as well as attorneys' fees and costs incurred by WSDOT in pursuing such damages. WSDOT must submit a claim for such damages to the PFD and/or the Club a minimum of sixty (60) days prior to initiating any legal action to recover such alleged damages.

- J. Notice to WSDOT Contractors and Subcontractors. WSDOT shall provide notice of all of the conditions and restrictions set forth in this Agreement to all contractors, subcontractors, agents and employees and shall require that all contractors, subcontractors, agents and employees comply with

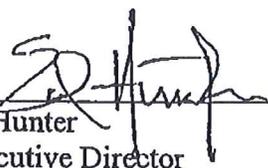


these conditions and restrictions while constructing, repairing or maintaining the SR 519 Expansion Project on behalf of WSDOT.

- K. Liens. Except as provided under RCW 8.25.220, WSDOT, its agents, employees, successors or assignees shall take no action that results in the imposition of any attachment, judgment, lien, charge or encumbrance whatsoever on the Facility or Granted Easements. In the event any third party asserts or attempts to assert a lien over the Facility or Granted Easements in connection with the SR 519 Expansion, WSDOT shall take whatever action necessary to promptly remove such lien.
- L. Legal Action. In the event any Party initiates any legal action, including litigation, arbitration or mediation, or other proceeding to enforce the Agreement (including, without limitation, enforcement of any obligation to indemnify, defend or hold harmless) or because of an alleged dispute or default in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover all of its costs, expenses and attorneys' fees incurred in connection with that action or proceeding, in addition to any other relief to which it may be entitled.
- M. Successors and Assigns. The benefits and burdens hereof shall run with the land and shall be binding upon and shall inure to the benefit of the PFD, WSDOT and the Club and their respective successors and assigns.
- N. Governing Law. This Agreement shall be governed by the laws of the State of Washington.



**Washington State Major League Baseball
Stadium Public Facilities District**

By: 
Ed Hunter
Executive Director

**State of Washington
Department of Transportation**

By: 
Maureen Sullivan
Area Administrator,
Seattle/North King

The Baseball Club of Seattle, LP

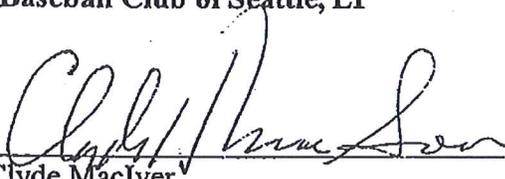
By: 
Clyde MacIver
Executive Vice President and
General Counsel

EXHIBIT "C"

Page 23 of 26 pages

Agreement No: GM 1355

Control Section: 1769

SR 90 & SR 519

Intermodal Access - Phase 1-S. Atlantic Street

OPERATING & MAINTENANCE AGREEMENT

Sheet 23 of 32

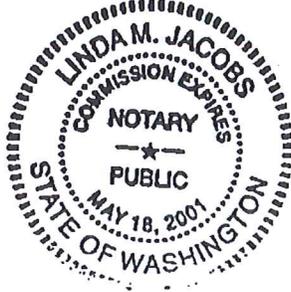
March 23, 2001



STATE OF WASHINGTON)
: ss.
County of King)

On this 22nd day of September, 2000, before me personally appeared EDWARD HUNTER, to me known to be the Executive Director of the Washington State Major League Baseball Stadium Public Facilities District, that he executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of the Washington State Major League Baseball Stadium Public Facilities District.

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



Washington

Linda M. Jacobs
Notary (Print Name) Linda M. Jacobs
Notary Public in and for the State of
residing at Seattle
My Appointment expires 5/18/01

STATE OF WASHINGTON)
: ss.
County of King)

On this 25th day of September, 2000, before me personally appeared CLYDE MACIVER, to me known to be the Executive Vice President and General Counsel for The Baseball Club of Seattle, L.P., that he executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of The Baseball Club of Seattle, L.P.

EXHIBIT "C"

Page 24 of 26 pages

Agreement No: GM 1355
Control Section: 1769 SR 90 & SR 519
Intermodal Access - Phase 1-S. Atlantic Street
OPERATING & MAINTENANCE AGREEMENT
Sheet 24 of 32 March 23, 2001



LIST OF EXHIBITS

Exhibit A: Legal description of the Property

Exhibit B: Staging Plan

Exhibit C: Layout Plan

K:\05252\00017\TEB\TEB_A20.JC

EXHIBIT "C"

Agreement No: GM 1355

Control Section: 1769 SR 90 & SR 519

Intermodal Access – Phase 1-S. Atlantic Street

OPERATING & MAINTENANCE AGREEMENT

Sheet 26 of 32

March 23, 2001

Page 26 of 26 pages



EXHIBIT A

LEGAL DESCRIPTION

BALLPARK SITE (PARCELS A, B, C, AND D):

PARCEL A:

ALL OF LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 322, SEATTLE TIDE LANDS, IN KING COUNTY, WASHINGTON, ACCORDING TO THE OFFICIAL MAPS THEREOF FILED IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS IN OLYMPIA, WASHINGTON;

TOGETHER WITH THAT PORTION OF LOTS 12 THROUGH 14, INCLUSIVE, BLOCK 322, AND THAT PORTION OF LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 288, OF SAID SEATTLE TIDE LANDS, LYING WESTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 1, BLOCK 288, WHICH LIES 85.00 FEET EAST OF THE NORTHWEST CORNER OF LOT 1, BLOCK 288;
THENCE SOUTH PARALLEL TO THE WEST LINE OF BLOCK 288 A DISTANCE OF 465.36 FEET TO THE BEGINNING OF A TANGENT 330.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°00'00" AN ARC LENGTH OF 172.79 FEET;
THENCE SOUTH 30°00'00" WEST A DISTANCE OF 153.89 FEET;
THENCE NORTH 60°00'00" WEST A DISTANCE OF 67.61 FEET TO THE BEGINNING OF A TANGENT 150.00 FOOT RADIUS CURVE TO THE LEFT;
THENCE NORTHWESTERLY AND WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°58'40" AN ARC LENGTH OF 78.48 FEET TO A POINT OF TANGENCY ON THE SOUTH LINE OF LOT 12, BLOCK 322;
THENCE NORTH 89°58'40" WEST ALONG SAID SOUTH LINE A DISTANCE OF 205.35 FEET TO THE WEST LINE OF BLOCK 322 AND THE TERMINUS OF SAID DESCRIBED LINE.

(ALSO KNOWN AS PARCEL A OF CITY OF SEATTLE LOT BOULEVARD ADJUSTMENT NO. 8802502, RECORDED JULY 19, 1988, UNDER RECORDING NUMBER 8807191543.)

PARCEL B:

THOSE PORTIONS OF LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 288, AND OF LOTS 12 THROUGH 24, INCLUSIVE, BLOCK 322, SEATTLE TIDE LANDS, IN KING COUNTY, WASHINGTON, ACCORDING TO THE OFFICIAL MAPS THEREOF IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS IN OLYMPIA, WASHINGTON; AND THAT PORTION OF THE NORTHERLY 50.00 FEET OF THE 100.00 FOOT VACATED RIGHT OF WAY OF MASSACHUSETTS STREET; ALL DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1 IN BLOCK 288;
THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT IN BLOCK 288 TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND DISTANT 10.00 FEET NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, BURLINGTON NORTHERN RAILROAD COMPANY'S MOST WESTERLY TRACK CENTERLINE LOCATED IN SAID BLOCK 288 ON MAY 8, 1992; SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED;

EXHIBIT "C"

Agreement No: GM 1355

Control Section: 1769 SR 90 & SR 519

Intermodal Access - Phase 1-S. Atlantic Street

OPERATING & MAINTENANCE AGREEMENT

Sheet 27 of 32

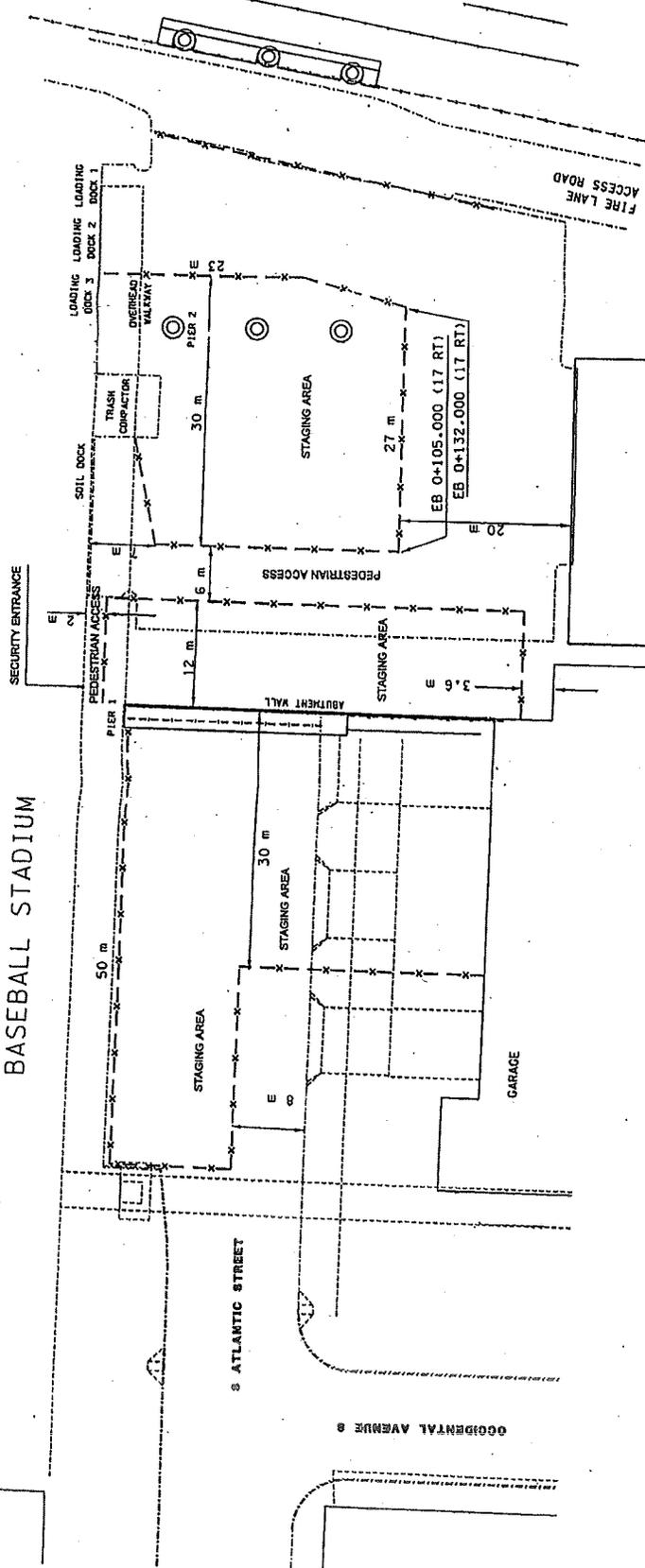
March 23, 2001



EXHIBIT "C"

Agreement No: GM 1355
 Control Section: 1769 SR 90 & SR 519
 Intermodal Access - Phase I-S. Atlantic Street
 OPERATING & MAINTENANCE AGREEMENT
 Sheet 29 of 32 March 23, 2001

BASEBALL STADIUM



LEGEND

-X-	TEMPORARY FENCING
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STAGE 2
 CONTINUE PIER 1
 PIER 2

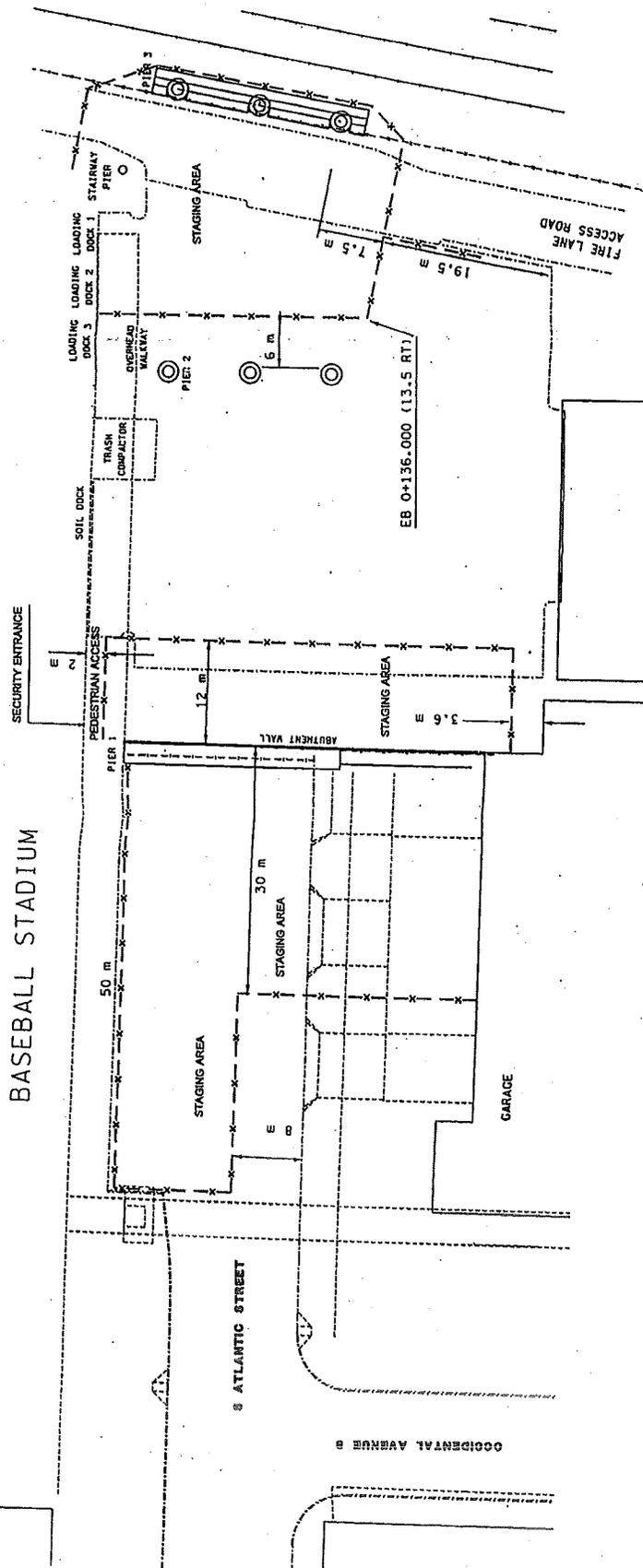
DESIGNED BY J. FARRIS	STATE 10 WASH	FED-AID PROJ.-NO.	STC2	SR 519	INTERMODAL ACCESS - PHASE 1	S ATLANTIC STREET	STC2
ENTERED BY J. FARRIS							
DRAWN BY B. GLAS							
CHECKED BY ENGR. B. HEBBETT							
REGIONAL ADM. J. OKAMOTO							
DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE
BY	REVISION	BY	REVISION	BY	REVISION	BY	REVISION
Washington State Department of Transportation				ENVIRONMENTAL AND ENGINEERING SERVICE CENTER			
STAGING PLAN - BASEBALL STADIUM				STAGING PLAN - BASEBALL STADIUM			



EXHIBIT "C"

Agreement No: GM 1955
 Control Section: 1769 SR 90 & SR 519
 Intermodal Access - Phase I-S. Atlantic Street
 OPERATING & MAINTENANCE AGREEMENT
 Sheet 30 of 32 March 23, 2001

BASEBALL STADIUM



STAGE 3
 PIER 1/ EMBANKMENT REPAIRS
 STAIRWAY PIER
 BEGIN PIER 3

LEGEND

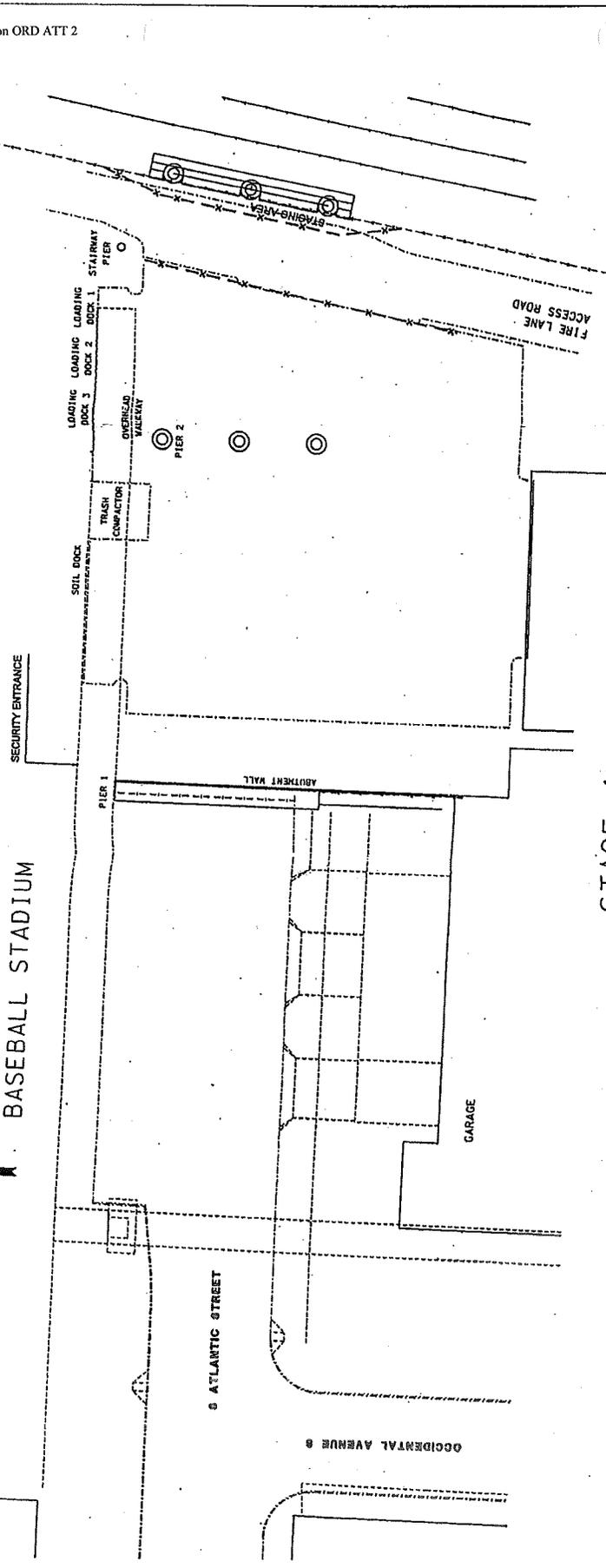
-X-	TEMPORARY FENCING
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DESIGNED BY J. FARRIS	DATE	REVISION	BY
CHECKED BY J. FARRIS			
APPROVED BY B. GLAS			
PREPARED BY B. HEBBETT			
REVISIONAL ADR. J. OKAMOTO			
REGION STATE 10 WASH		FED. AID PROJ. NO.	
ENVIRONMENTAL AND ENGINEERING SERVICE CENTER		Washington State Department of Transportation	
SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET		STAGING PLAN - BASEBALL STADIUM	
STG3		SHEET OF SHEETS	



EXHIBIT "C"
 Agreement No: GM 1355
 Control Section: SR 90 & SR 519
 Intermodal Access - Phase 1-S, Atlantic Street
 OPERATING & MAINTENANCE AGREEMENT
 Sheet 31 of 32
 March 23, 2001

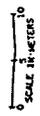
BASEBALL STADIUM



STAGE 4
PIER 3 CROSSBEAM
COMPOUND RESTORATION

LEGEND

-X-	TEMPORARY FENCING
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DESIGNED BY J. FARRIS		FED. AID PROJ. NO.		STG4	
ENTERED BY J. FARRIS		10 WASH		SR 519	
CHECKED BY B. CLAS		CONTRACT NO.		INTERMODAL ACCESS - PHASE 1	
PREP. ENGR. B. NEBRALTY		DATE		S ATLANTIC STREET	
REGIONAL ADM. J. OKAMOTO		REVISION		STAGING PLAN - BASEBALL STADIUM	
DATE		BY		WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	
DATE		BY		ENVIRONMENTAL AND ENGINEERING SERVICE CENTER	



SEC. 5, T. 24N., R. 4E., W.M.
CITY OF SEATTLE

180,947 COMPOSITE STEEL PLATE GIRDER (EB STRUCTURE 1)

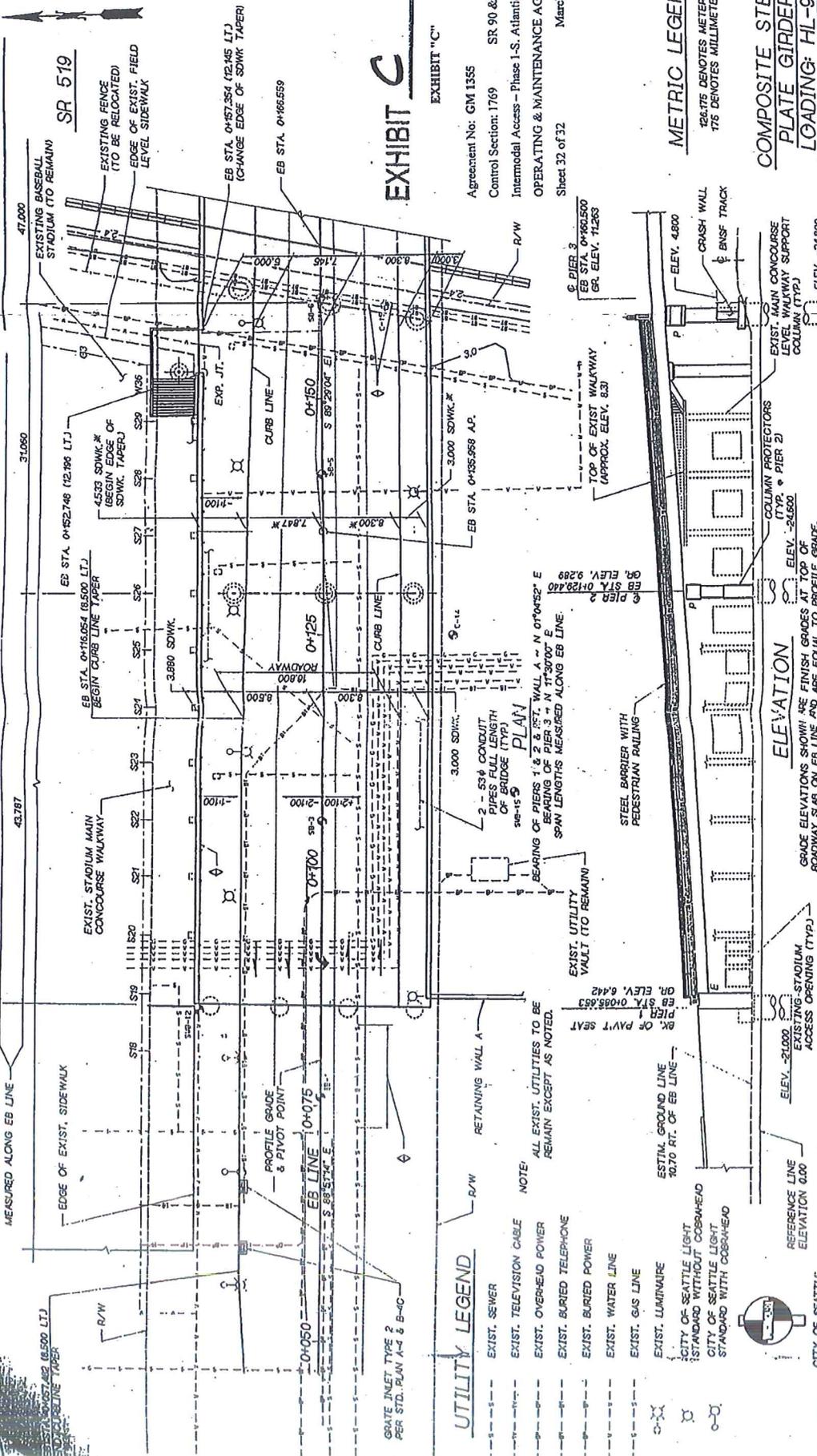


EXHIBIT C

EXHIBIT "C"
Agreement No: GM 1355
Control Section: 1769 SR 90 & SR 519
Intermodal Access - Phase 1-S, Atlantic Street
OPERATING & MAINTENANCE AGREEMENT
Sheet 32 of 32
March 23, 2001

UTILITY LEGEND

- EXIST. SEWER
- EXIST. TELEVISION CABLE
- EXIST. OVERHEAD POWER
- EXIST. BURIED TELEPHONE
- EXIST. BURIED POWER
- EXIST. WATER LINE
- EXIST. GAS LINE
- EXIST. LUMINAIRE

- CITY OF SEATTLE LIGHT STANDARD WITHOUT COBWEAD
- CITY OF SEATTLE LIGHT STANDARD WITH COBWEAD

METRIC LEGEND

12.175 DENOTES METERS
175 DENOTES MILLIMETERS

COMPOSITE STEEL
PLATE GIRDER
LOADING: HL-93

SR 519	INTERMODAL ACCESS - PHASE 1
	S ATLANTIC STREET
	EB 61
	LAYOUT

PROJ. NO. 013021	DATE
1769/1798	7
	281
	903

Washington State
Department of
Transportation

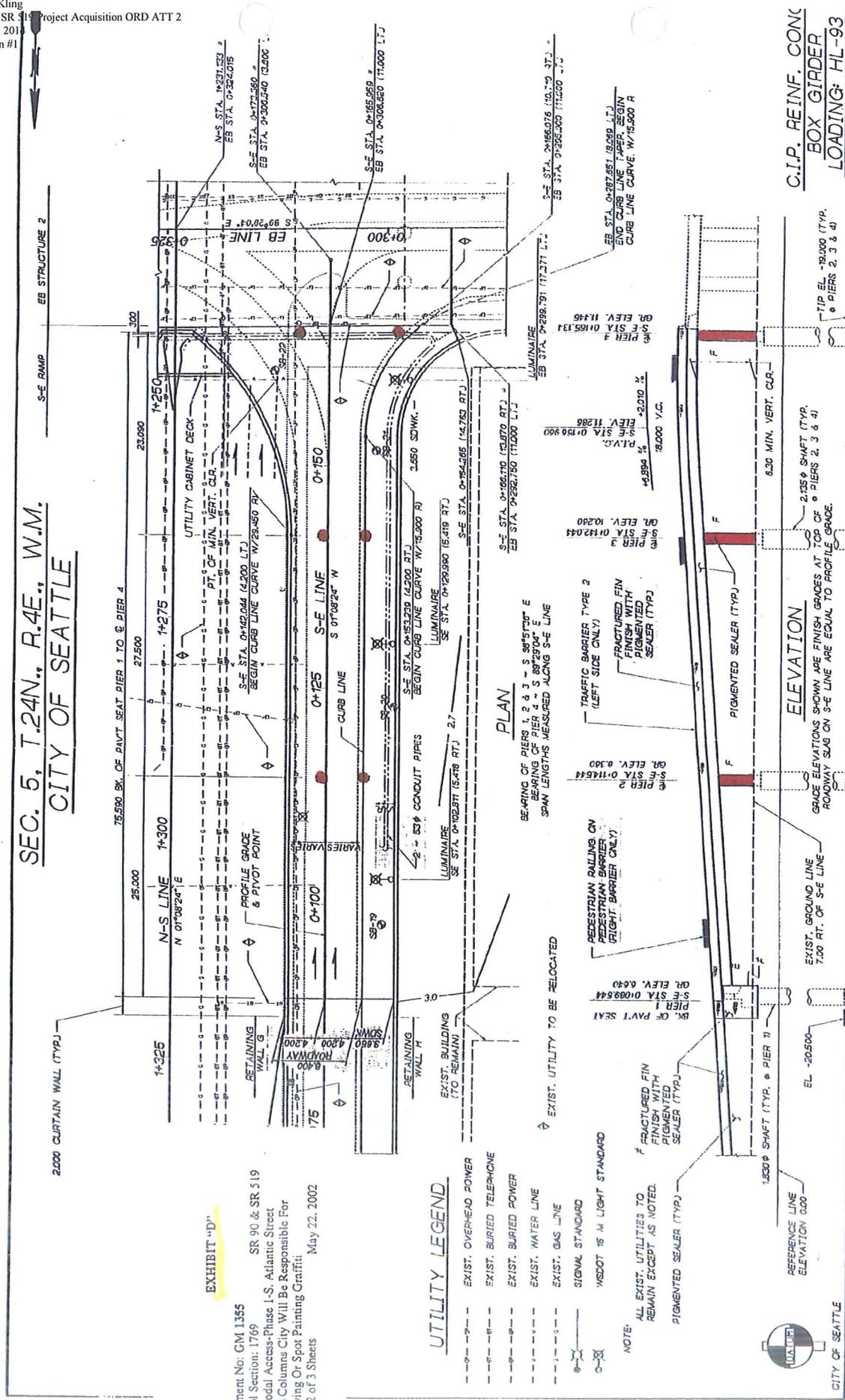


BRIDGE AND STRUCTURES
OFFICE

NO.	DATE	BY	DATE	BY
1	03/23/01	JR		
2	03/23/01	JR		
3	03/23/01	JR		
4	03/23/01	JR		
5	03/23/01	JR		
6	03/23/01	JR		
7	03/23/01	JR		
8	03/23/01	JR		
9	03/23/01	JR		
10	03/23/01	JR		



SEC. 5, T.24N., R.4E., W.M.
CITY OF SEATTLE



Agreement No: GM 1355
Control Section: 1769
Intermodal Access-Phase I-S: Atlantic Street
Bridge Columns City Will Be Responsible For
Removing Or Spot Painting Graffiti
May 22, 2002
Sheet 2 of 3 Sheets

UTILITY LEGEND

- EXIST. OVERHEAD POWER
- EXIST. BURIED TELEPHONE
- EXIST. BURIED POWER
- EXIST. WATER LINE
- EXIST. GAS LINE
- SIGNAL STANDARD
- *SDOT 15 M LIGHT STANDARD

NOTE:
ALL EXIST. UTILITIES TO REMAIN EXCEPT AS NOTED.
PIGMENTED SEALER (TYP.)



CITY OF SEATTLE

Bridge Design: Eng. C. C. RUTH	3/20/11 (48) (AT. 148) 1
Author: P. A. WATKINS	
Checked by: B. J. WATKINS	
Drawn by: B. J. WATKINS	
Reviewed by: K. S. WATKINS	
Project Manager: B. J. WATKINS	
Project Engineer: B. J. WATKINS	
Project Designer: B. J. WATKINS	
Project Checker: B. J. WATKINS	
Project Approver: B. J. WATKINS	

THRU	STATE	FED	AD	PROJ.	NO.	CON.	DATE
	10	WASH.					05/20/02

CONDUIT LOCATION CHANGED	DATE	BY
CONDUIT DELETED	DATE	BY
CATCH BASIN DELETED	DATE	BY
EDITORIAL	DATE	BY

BRIDGE AND STRUCTURES OFFICE	DATE	BY
BRIDGE AND STRUCTURES OFFICE	DATE	BY

BRIDGE AND STRUCTURES OFFICE
OFFICE



Washington State
Department of
Transportation

SR 90 AND SR 99
INTERMODAL ACCESS - PHASE 1
S ATLANTIC STREET
SEE RAMP

LAYOUT
27
941

C.I.P. REINF. CONC
BOX GIRDER
LOADING: HL-93

TIP EL -10.000 (TYP.)
PIERS 2, 3 & 4

8.000 V.C.
-2.010 %
ELEV. 11298
PIERS 2, 3 & 4

6.30 MIN. VERT. CLR.
2.358' SHAFT (TYP.)
PIERS 2, 3 & 4

ELEVATION
GRADE ELEVATIONS SHOWN ARE FINISH GRADES AT TOP OF PIERS 2, 3 & 4.
ROADWAY SLAB ON S-E LINE ARE EQUAL TO PROFILE GRADE.

EXIST. GROUND LINE
7.00 RT. OF S-E LINE

EL -20.500

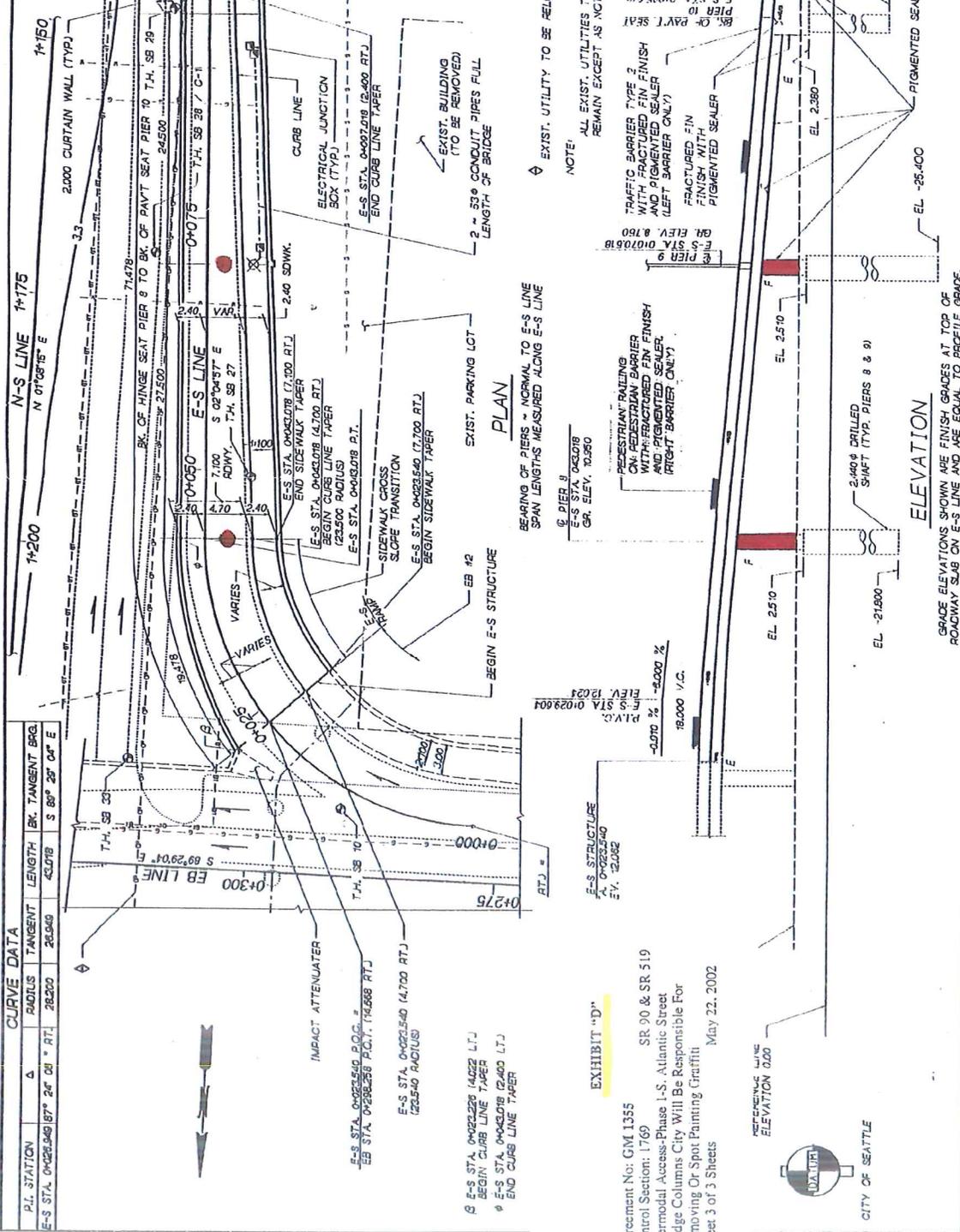
REFERENCE LINE
ELEVATION 0.00

1.500' SHAFT (TYP.) @ PIER 1



SEC. 5 & 8, T.24N., R.4E., W.M.
CITY OF SEATTLE

SR 519



UTILITY LEGEND

- EXIST. SEWER LINE
- EXIST. OVERHEAD POWER
- EXIST. OVERHEAD TELEPHONE
- EXIST. BURIED TELEPHONE
- EXIST. WATER LINE
- EXIST. GAS LINE
- EXIST. LUMINAIRE
- WSDOT 5M LIGHT STD.

PLAN

BEARING OF PIERS = NORMAL TO E-S LINE
SPAN LENGTHS MEASURED ALONG E-S LINE

NOTE:
ALL EXIST. UTILITIES TO REMAIN EXCEPT AS NOTED.

EXIST. UTILITY TO BE RELOCATED

EXIST. BUILDING (TO BE REMOVED)

EXIST. CURB LINE TAPER

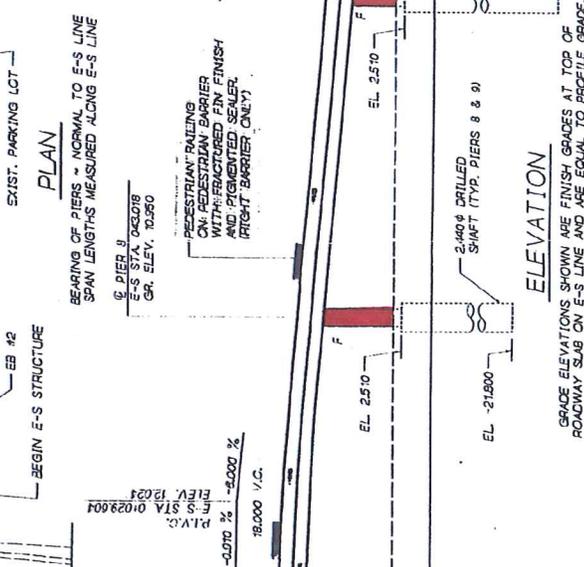
EXIST. SIDEWALK TAPER

EXIST. PARKING LOT

EXIST. STRUCTURE

EXIST. SIDEWALK TAPER

ELEVATION



GRADE ELEVATIONS SHOWN ARE FINISH GRADES AT TOP OF ROADWAY SLAB ON E-S LINE AND ARE EQUAL TO PROFILE GRADE.

GRADE ELEVATIONS SHOWN ARE FINISH GRADES AT TOP OF ROADWAY SLAB ON E-S LINE AND ARE EQUAL TO PROFILE GRADE.

GRADE ELEVATIONS SHOWN ARE FINISH GRADES AT TOP OF ROADWAY SLAB ON E-S LINE AND ARE EQUAL TO PROFILE GRADE.

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GRADE ELEVATIONS SHOWN ARE FINISH GRADES AT TOP OF ROADWAY SLAB ON E-S LINE AND ARE EQUAL TO PROFILE GRADE.

P.L. STATION	Δ	RADIUS	TANGENT	LENGTH	BACK TANGENT BKG.
E-S STA. 0+028.540	187° 24' 00" RT	282.00	26.940	43.078	S 89° 28' 04" E

EB LINE	RTJ =
0+275	
0+300	
0+330	
0+360	
0+390	
0+420	
0+450	
0+480	
0+510	
0+540	
0+570	
0+600	
0+630	
0+660	
0+690	
0+720	
0+750	
0+780	
0+810	
0+840	
0+870	
0+900	
0+930	
0+960	
0+990	
1+020	
1+050	
1+080	
1+110	
1+140	
1+170	
1+200	
1+230	
1+260	
1+290	
1+320	
1+350	
1+380	
1+410	
1+440	
1+470	
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1+980	
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2+070	
2+100	
2+130	
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2+280	
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2+550	
2+580	
2+610	
2+640	
2+670	
2+700	
2+730	
2+760	
2+790	
2+820	
2+850	
2+880	
2+910	
2+940	
2+970	
3+000	

REV.	DATE	BY	APP'D	REVISION
1	12/28/00			

PROJECT	STATE	LED	NO.	DATE
INTERMODAL ACCESS	WA	100000	ES	12/28/00

NO.	DATE	BY	APP'D	REVISION
1	12/28/00			

NO.	DATE	BY	APP'D	REVISION
1	12/28/00			

NO.	DATE	BY	APP'D	REVISION
1	12/28/00			

NO.	DATE	BY	APP'D	REVISION
1	12/28/00			

Agreement No: GM 1355
Control Section: 1769
Intermodal Access-Phase I-S, Atlantic Street
Bridge Columns City Will Be Responsible For
Removing Or Spot Painting Graffiti
May 22, 2002
Sheet 3 of 3 Sheets



CITY OF SEATTLE



Washington State
Department of
Transportation

BRIDGE AND STRUCTURES
OFFICE

SR 90 AND SR 519
INTERMODAL ACCESS - PHASE 1
S ATLANTIC STREET
ES RAMP

LAYOUT

12/28/00



**GM 1355
AMENDMENT No. 1**

**GENERAL MAINTENANCE AGREEMENT
SR 519 Phase 1**

THIS AMENDMENT No. 1, the "AMENDMENT," is made and entered into between the State of Washington Department of Transportation, acting by and through the Secretary of Transportation, by virtue of Title 47, RCW, hereinafter the "State," and the City of Seattle, a municipal corporation of the State of Washington, acting by and through its Director of Transportation, hereinafter the "City," collectively the "Parties" and individually the "Party."

WHEREAS, the State improved SR 519 through construction pursuant to two contracts, SR 90 and SR 519 - Intermodal Access Phase 1, S. Atlantic Street – Contract C 5983, herein referred to as the "Phase 1 Project," and SR 519 I-90 to SR 99 Intermodal Access Project I/C Improvements Phase 2 – Contract C 7597, herein referred to as the "Phase 2 Project," collectively the "Projects"; and,

WHEREAS, the Parties entered into **GM 1355, General Maintenance Agreement, SR 519 Phase 1**, the "Agreement," for the Phase 1 Project on June 17, 2002; and,

WHEREAS, the Agreement identified and assigned certain maintenance responsibilities necessary to operate the facility to the State and the City for the Phase 1 Project; and,

WHEREAS, the State and the City wish to allocate maintenance responsibilities for the facilities constructed by the Projects, including new facilities added by the Phase 2 Project, as addressed in this AMENDMENT and its attached exhibits.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Section II – State Maintenance Responsibilities of the Agreement is hereby amended by adding the following:
 9. Repair and/or replacement of the stairway located on the north side of the S. Edgar Martinez Drive bridge and between 3rd Avenue S. and 4th Avenue S., excluding the maintenance and repair of the stairway rail.
 10. All maintenance of the WB I-90 to Atlantic Street off ramp including the structural elements of the curb ramps at the ramp terminal but **excluding** the

under-deck lighting fixtures and other non-integrated elements of the under-deck lighting system on State owned structures above 3rd Avenue S. and 4th Avenue S. which will be owned, maintained, repaired and operated by the City at its expense, and removal or spot painting of graffiti on columns shown as being the responsibility of the City on Exhibit E.

11. Maintenance, repair and operation of the traffic surveillance camera, pole and foundation located on the west side of 3rd Avenue S., south of the Edgar Martinez Drive S. bridge shown on Exhibit F.
12. Cleaning, maintenance, testing, repair, reconstruction or replacement, and operation of the State bridge fire hydrant systems, including three bridge fire hydrants, deluge valves and vaults, deluge controls, wet and dry water pipes and water services as shown on Exhibit G.
13. Cleaning, maintenance, repair and operation of the bridge drains located on the WB I-90 to Atlantic Street Off ramp and drainage systems and manholes located within the bioswale area located in State right of way as shown on Exhibit H.
14. Subject to the conditions listed below, and consistent with the provisions of SMC 15.04.010, the State may perform street improvements as authorized by ordinance and administered by the Director of Transportation.
 - a. Work must be performed by State forces using State vehicles.
 - b. Authorization is limited to maintenance work on the State infrastructure constructed as part of the SR 519 Project that fall within the STATE's responsibility as described in this agreement. Maintenance may include inspection, cleaning, maintenance, testing, repair, reconstruction or replacement, and operation of the State infrastructure.
 - c. The State shall notify the City as soon as information becomes available if any proposed work requires any of the following:
 1. A street closure.
 2. A traffic detour onto adjacent streets.
 3. Work will occur in whole or part during A.M. or P.M. peak hours.
 4. Work will impact vehicle or pedestrian access (parking lanes are excluded) and the work will take more than three hours to complete.

If necessary, the City will place conditions on the work, including possible changes in proposed schedule.

- d. In addition, if work causes disturbance to improvements within street right-of-way (e.g., trenching), or the possibility of damage to City



improvements (e.g., crossing a sidewalk with heavy equipment), the State shall submit plans to the City for review and obtain City approval, which may be conditioned, prior to beginning work.

2. Section III – City Maintenance Responsibilities, paragraph 1 of the Agreement is hereby amended as follows:
 1. Snow removal, ice control, sweeping and litter pickup on the roadway and sidewalks, in accordance with the City’s normal practices and as regulated by the Seattle Municipal Code Title 15,

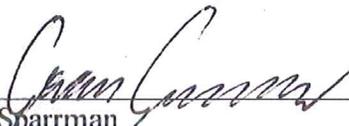
3. Section III – City Maintenance Responsibilities of the Agreement is hereby amended by adding the following:
 8. Cleaning and repair of the stairway surface and maintenance and repair of the stairway rail, for the stairway located on the north side of the S. Edgar Martinez Drive bridge between 3rd Avenue S. and 4th Avenue S.
 9. Repair of surface elements of curb ramps and sidewalks at the terminus of the WB I-90 to Atlantic Street off ramp, including patching and filling of settlements and/or other surface deformations.
 10. Maintenance, repair and operation of signals, lighting systems, and traffic surveillance cameras installed as part of the Phase 2 Project in accordance with the terms, stipulations, conditions, covenants, and performances contained in **GM 1407, Agreement for Signal Maintenance and Operations, WSDOT / City of Seattle**, as amended, including the cost for power but, **excluding** the traffic surveillance camera, pole and foundation located on the west side of 3rd Avenue S., south of the S. Edgar Martinez Way bridge.
 11. Maintenance, repair and operation of under-deck lighting systems on the WB I-90 to Atlantic Street off-ramp above 3rd Avenue S. and 4th Avenue S as shown on Exhibit I, including the cost for power.
 12. Maintenance of all landscaping on and adjacent to and under the SR 519 facility constructed as part of the Phase 2 Project, **excluding** the area within the fenced bioswale area. Maintenance shall include replacement of plant materials after the expiration of the plant establishment period.
 13. Cleaning, maintenance, repair and operation of the drainage system constructed as part of the Phase 2 Project **excluding** the bridge drains on the WB I-90 to Atlantic Street Off ramp and manholes located within the Bioswale area underneath the elevated Atlantic Ramp structure that are the responsibility of the State as shown on Exhibit H.



14. In addition to removal of or spot painting over graffiti as shown on Exhibit D, the City shall have responsibility for removal of or spot painting over graffiti as shown on Exhibit E hereto.
15. Maintain, repair or replace the water meter serving the State's fire hydrant system at the location shown on Exhibit F.
4. Exhibit A: Vicinity Map is hereby replaced in its entirety by Exhibit A-1: Vicinity Map, attached hereto and by this reference incorporated into the Agreement.
5. Exhibit B: Right of Way and Limited Access Plans is hereby replaced in its entirety by Exhibit: B-1 Right of Way and Limited Access Plans, attached hereto and by this reference incorporated into the Agreement.
6. Exhibit E: Phase 2 Graffiti Removal, Exhibit F: State Traffic Surveillance Camera, Exhibit G: Fire Hydrant System Maintenance, and Exhibit H: Drainage Systems, and Exhibit I: - Lighting, attached hereto are by this reference incorporated into the Agreement.
7. All other terms, stipulations, conditions, covenants, and performances contained in the Agreement shall remain in full force and effect, except insofar as supplemented and/or modified by this AMENDMENT.

IN WITNESS WHEREOF, the Parties hereto have executed this AMENDMENT No. 1 as of the last date written below.

CITY OF SEATTLE
DEPARTMENT OF TRANSPORTATION

By 
Goran Sparrman
Deputy Director of Transportation
City of Seattle

Date: 6/2/14

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By 
Dave McCormick
Northwest Region
Assistant Regional Administrator
For Maintenance Operations

Date: 6/6/14



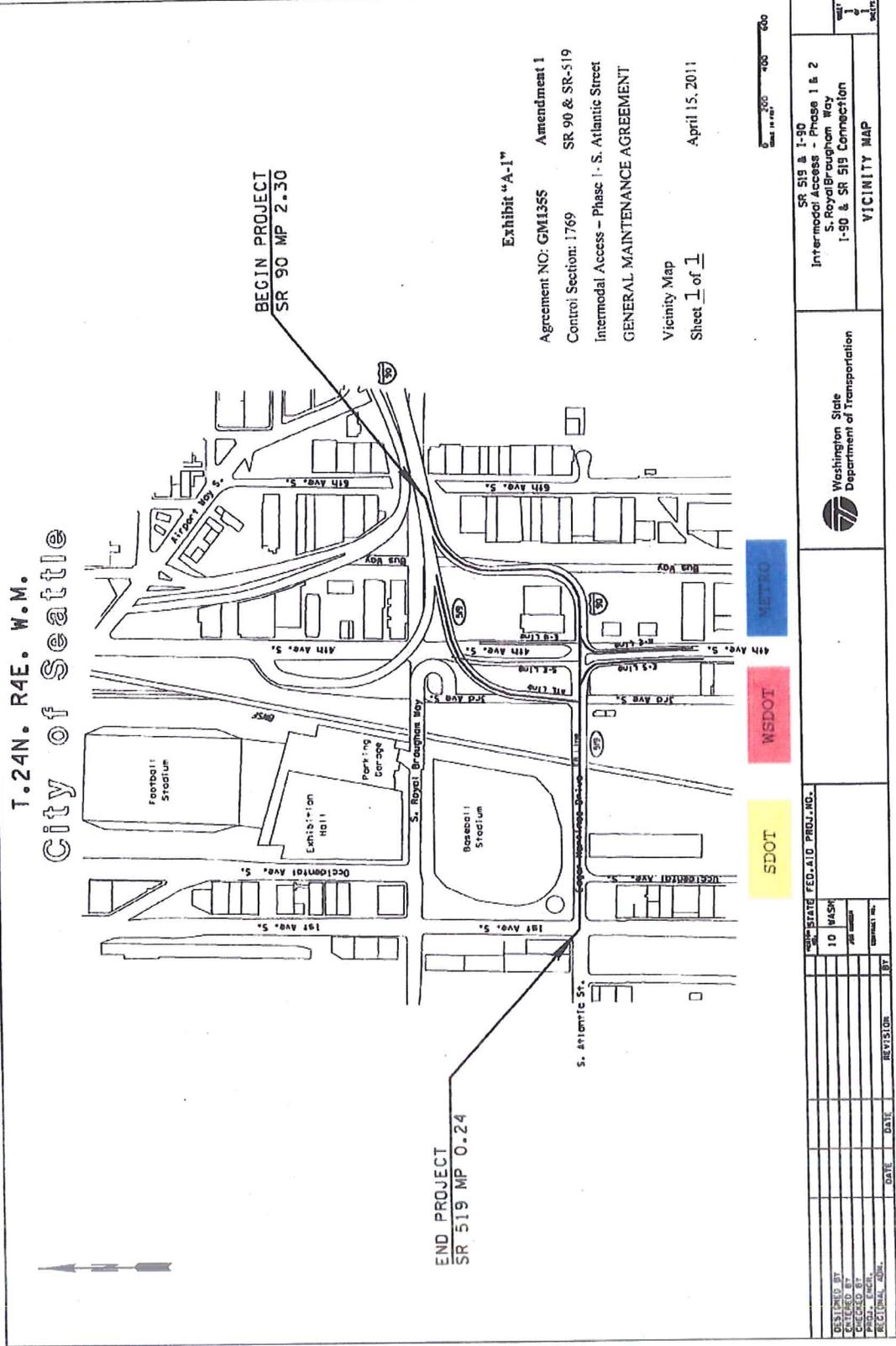


Exhibit "A-1"
 Agreement NO: GM1355 Amendment 1
 Control Section: 1769 SR 90 & SR-519
 Intermodal Access - Phase 1 - S. Atlantic Street
 GENERAL MAINTENANCE AGREEMENT
 Vicinity Map
 Sheet 1 of 1
 April 15, 2011

SDOT WSDOT METRO	Washington State Department of Transportation	SR 519 & I-90 Intermodal Access - Phase 1 & 2 S. Royal Brougham Way I-90 & SR 519 Connection	Sheet 1 of 1
		VICINITY MAP	
FEDERAL AID PROJ. NO. 10 WASH PROJECT NO. CONTRACT NO.		DATE DATE DATE DATE REVISION BY	

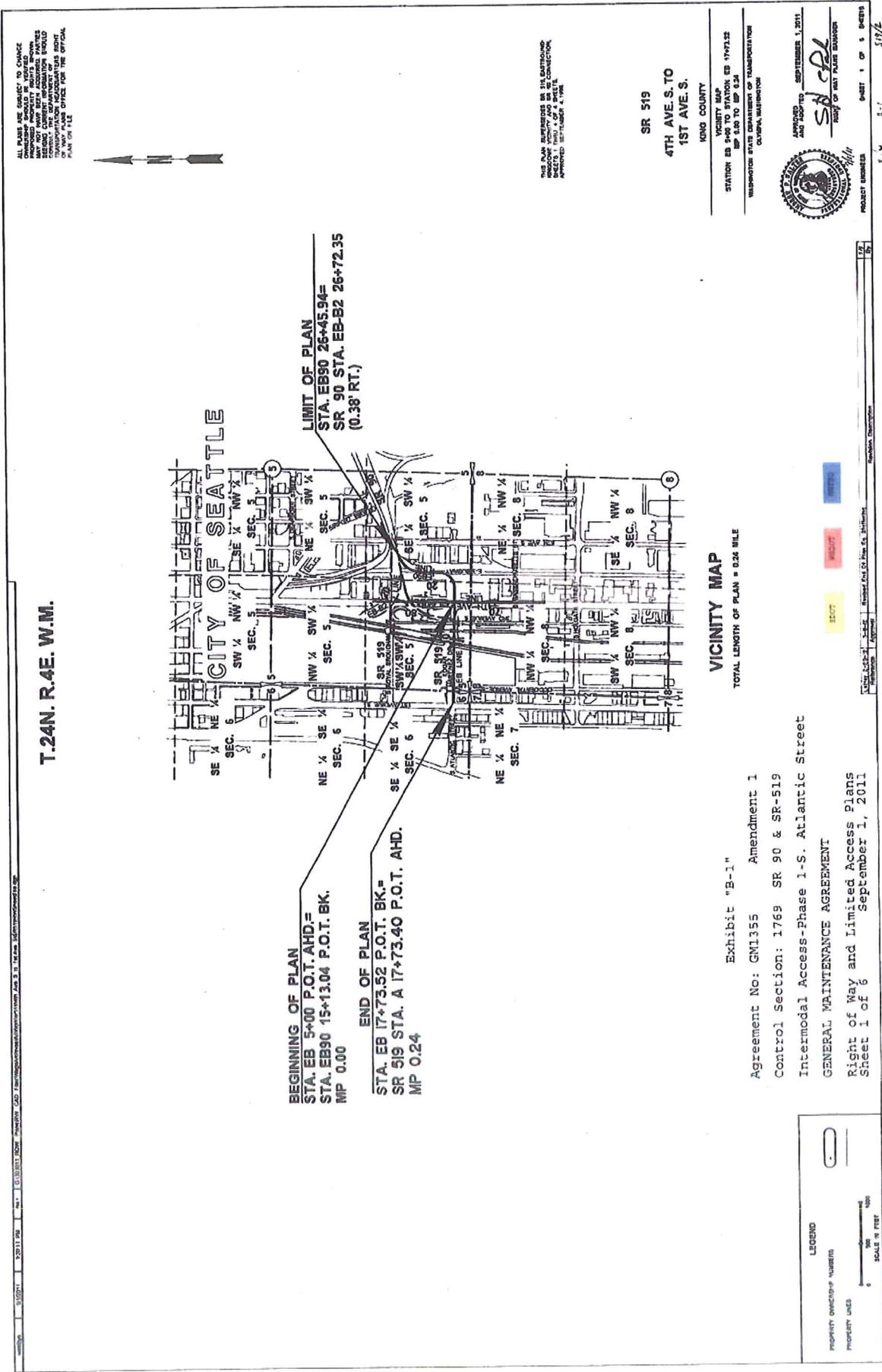
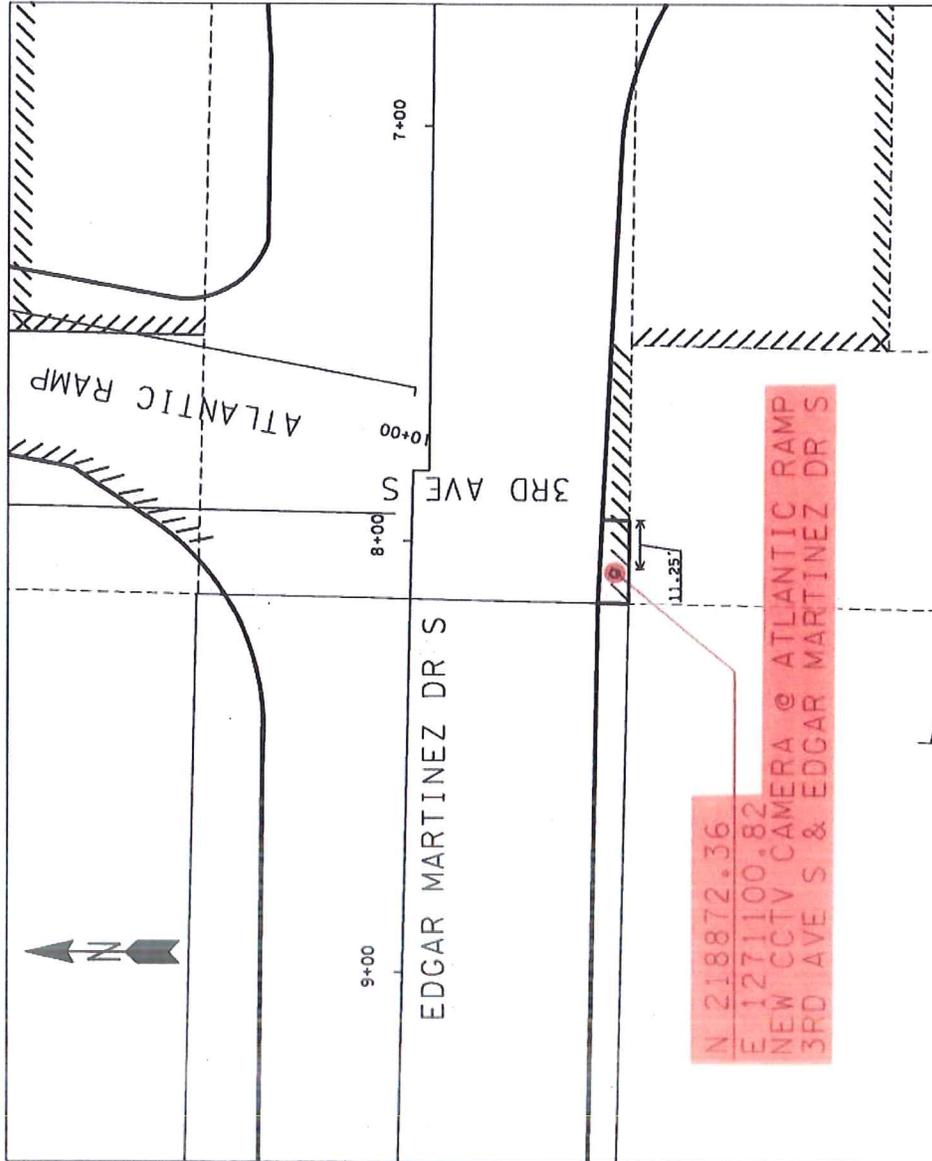


Exhibit "F"

Agreement NO: GM1355 Amendment 1
Control Section: 1769 SR 90 & SR-519
Intermodal Access - Phase 1 - S. Atlantic Street
GENERAL MAINTENANCE AGREEMENT

State Traffic Surveillance Camera
Sheet 1 of 3
April 15, 2011



METRO

WSDOT

SDOT



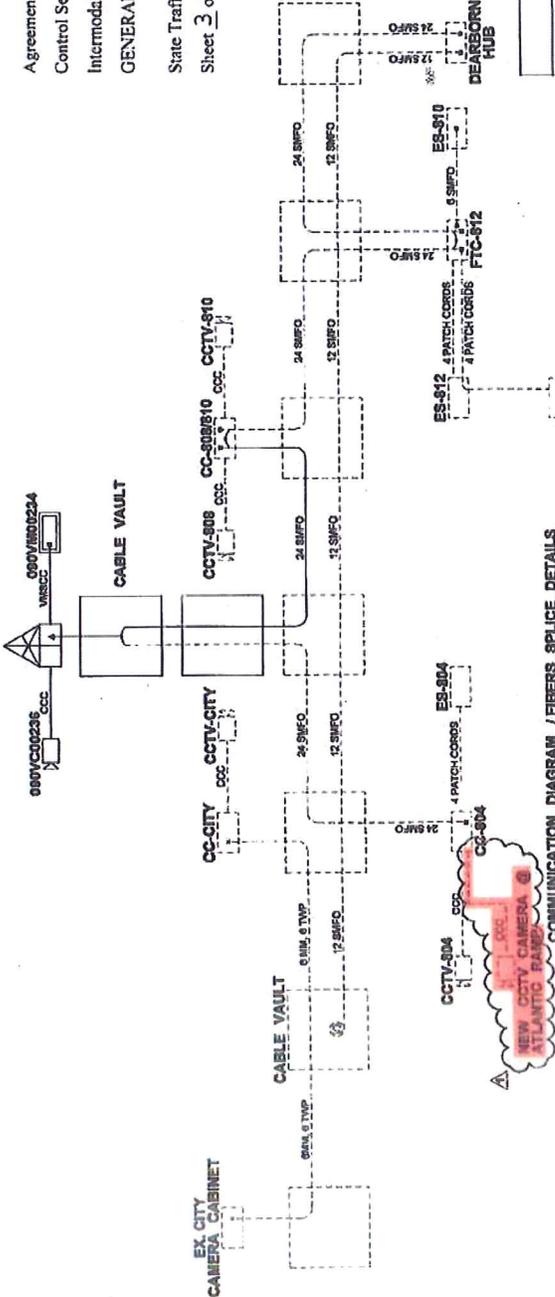
AS-BUILT

Exhibit "F"

Agreement NO: GM1355 Amendment 1
 Control Section: 1769 SR 90 & SR-519
 Intermodal Access - Phase 1 - S. Atlantic Street
 GENERAL MAINTENANCE AGREEMENT

State Traffic Surveillance Camera

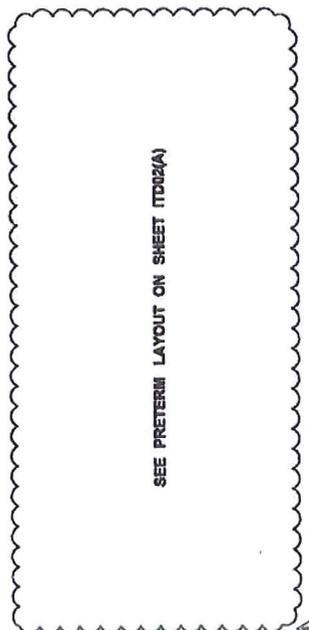
Sheet 3 of 3 April 15, 2011



SCHEMATIC LEGEND

EXISTING	NEW
---	SIFCO
---	CCC
---	WSDOT
---	CC-XXX
---	FTO-XXX
---	ES-XXX
---	CCTV-XXX
---	VA-XXX
---	CCVH-XXX
---	FIBER OPTIC CABLE SPLICE TO DIGITALS
---	MANLINE END-TO-END SPLICE
---	CABLE STORED FOR FUTURE
---	CABLE TERMINATION
---	PRETERMINATED PANEL

COMMUNICATION DIAGRAM / FIBERS SPLICE DETAILS NOT TO SCALE



GENERAL NOTES:
 1. NOT ALL CABLE VAULTS, PULL BOXES AND JUNCTION BOXES ARE SHOWN.



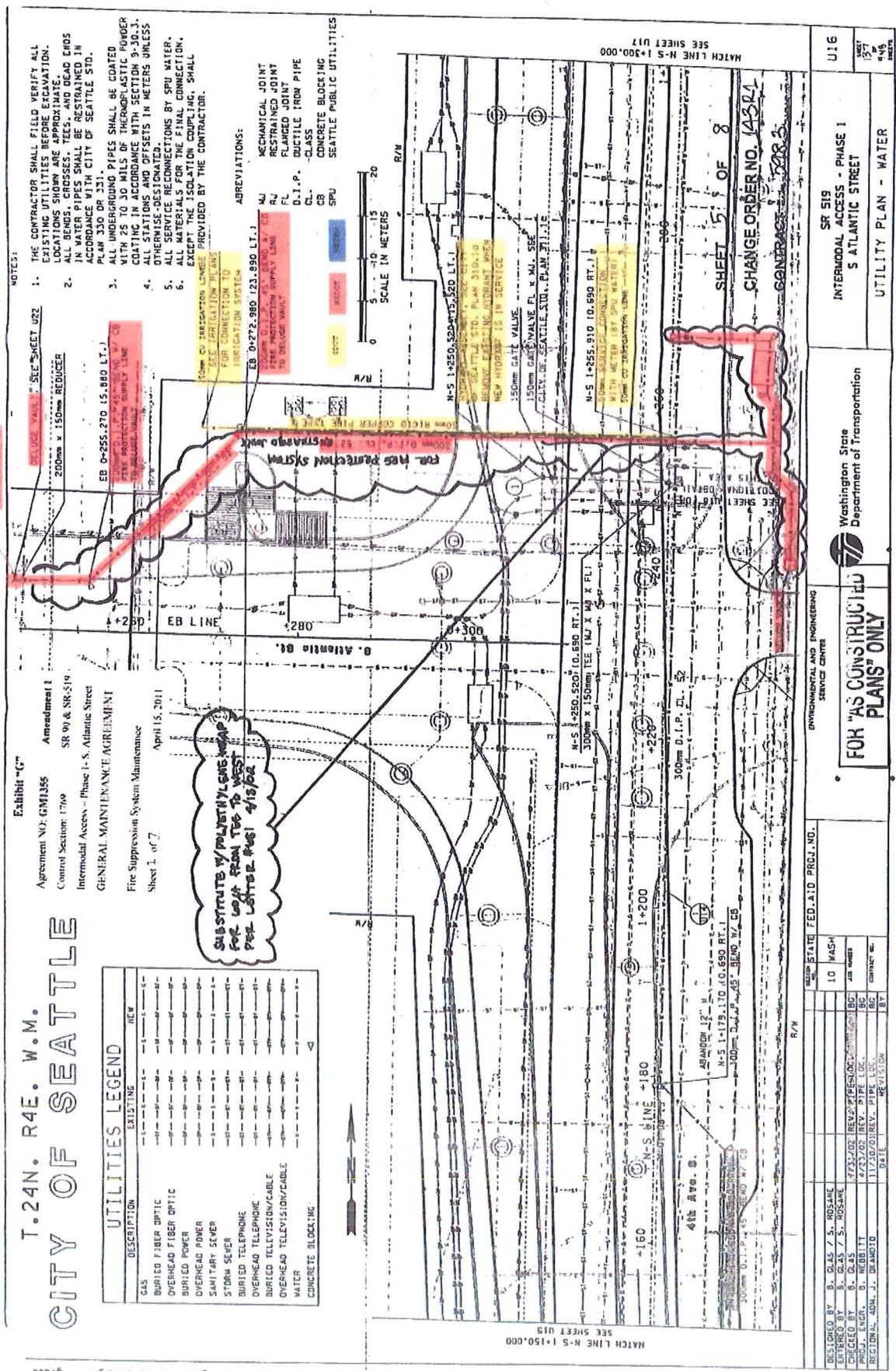
FILE NAME	DATE	TIME	BY	REVISION
ITD02(A)	04/15/11	10:00 AM	W. K. ROBINSON	1
ITD02(A)	04/15/11	10:00 AM	W. K. ROBINSON	2
ITD02(A)	04/15/11	10:00 AM	W. K. ROBINSON	3
ITD02(A)	04/15/11	10:00 AM	W. K. ROBINSON	4
ITD02(A)	04/15/11	10:00 AM	W. K. ROBINSON	5

Washington State
 Department of Transportation

Kiewit | AECOM

PROJECT NO.	PROJECT NAME	DATE
SR90/90 to SR99 INTERMODAL ACCESS PROJECT - IC IMPROVEMENTS	ATLANTIC STREET RAMP	04/15/11
ITD01	W-11 RAMP TO SR 919, SR99-A	04/15/11

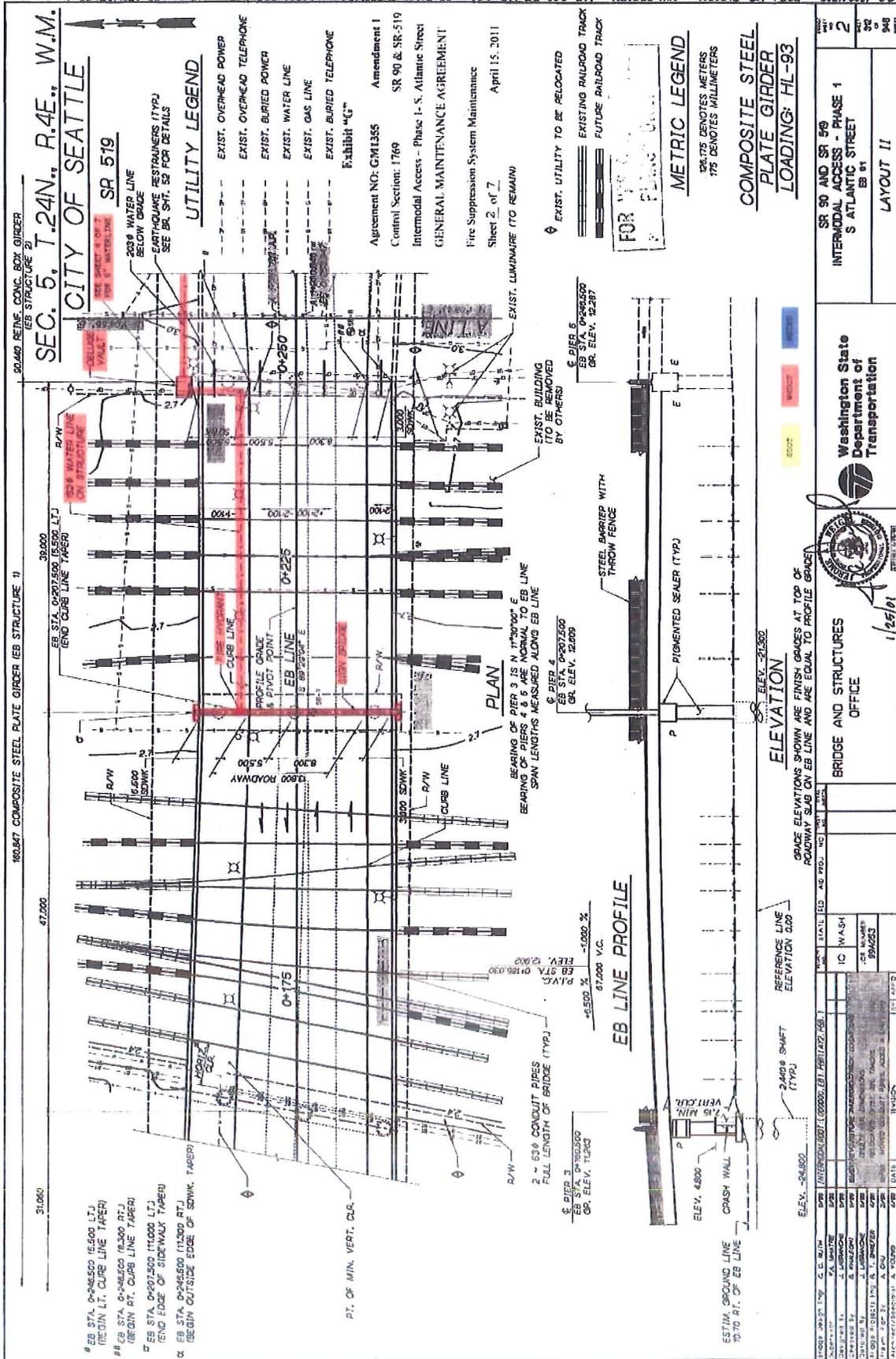
ITS DETAILS



T. 24N. R4E. W.M.
CITY OF SEATTLE

09/03/2004 C:\AAV\A\VOL 3021\09\30215\shoter.dgn PLOT2





AS-BUILT

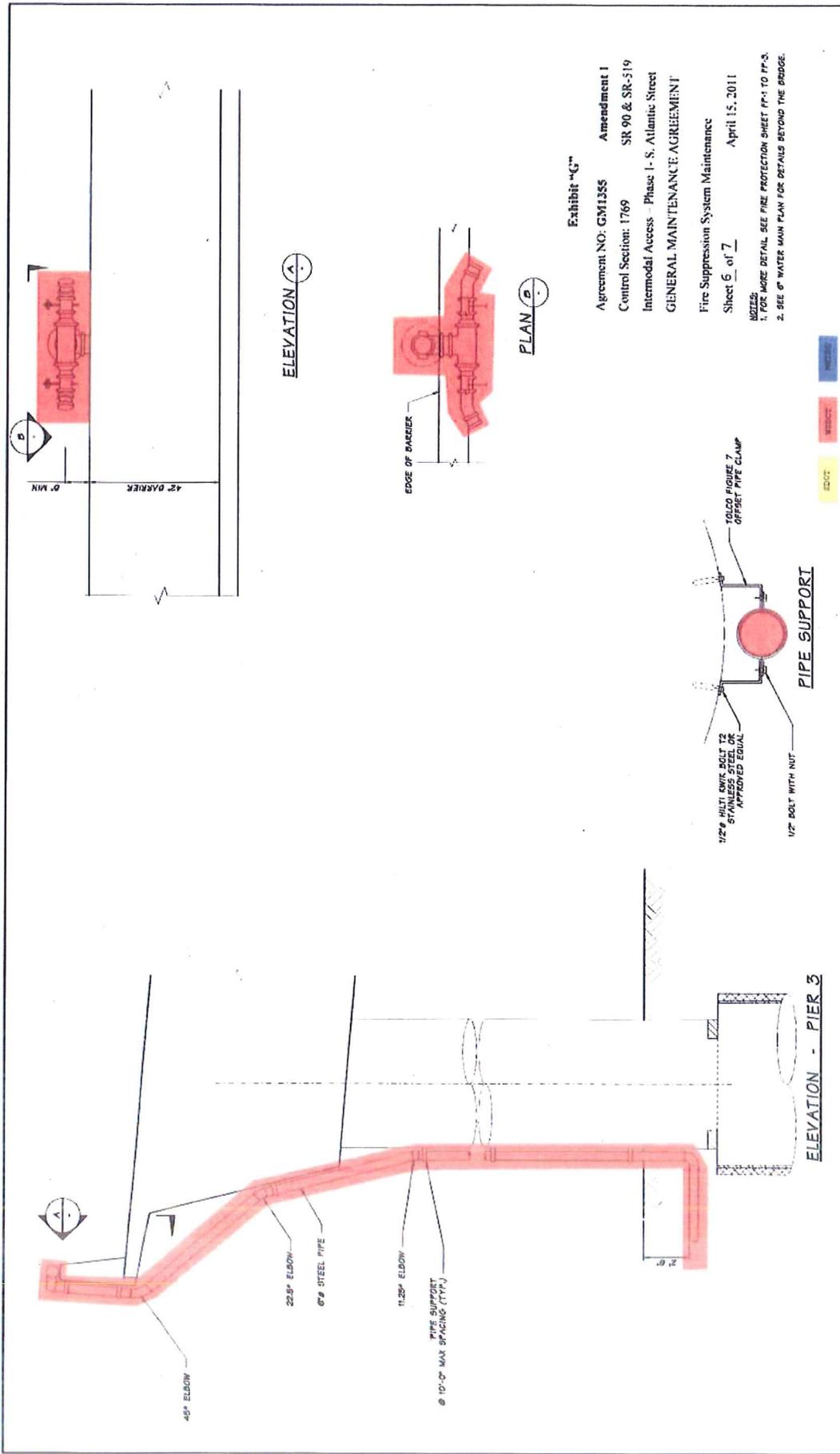


Exhibit "G"
 Agreement NO: GM1355 Amendment 1
 Control Section: 1769 SR 90 & SR-519
 Intermodal Access - Phase I - S. Atlantic Street
 GENERAL MAINTENANCE AGREEMENT
 Fire Suppression System Maintenance
 Sheet 6 of 7
 April 15, 2011

NOTES:
 1. FOR MORE DETAIL SEE FIRE PROTECTION SHEET PP-1 TO PP-3.
 2. SEE 6" WATER MAIN PLAN FOR DETAILS BEYOND THE BRIDGE.

FILE NAME	REVISIONS	SR 519 INTERMODAL ACCESS IMPROVEMENTS	SR519-90 to SR90 INTERMODAL ACCESS PROJECT - IC IMPROVEMENTS
DATE	BY	DESCRIPTION	WATER RAMP TO SR 919, SOUTH
PLOTTED BY	BY	DATE	DATE
DESIGNED BY	BY	DATE	DATE
CHECKED BY	BY	DATE	DATE
PHOTO ENGR.	BY	DATE	DATE
REGIONAL ADPR.	BY	DATE	DATE
REVISION	NO.	DATE	DESCRIPTION
1			RELEASED FOR CONSTRUCTION
2			
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Washington State
 Department of Transportation

Kiewit AECOM

SEAL OF THE STATE OF WASHINGTON
 DEPARTMENT OF TRANSPORTATION

SEAL OF THE STATE OF WASHINGTON
 DEPARTMENT OF TRANSPORTATION

FED-ROAD PROGRAM



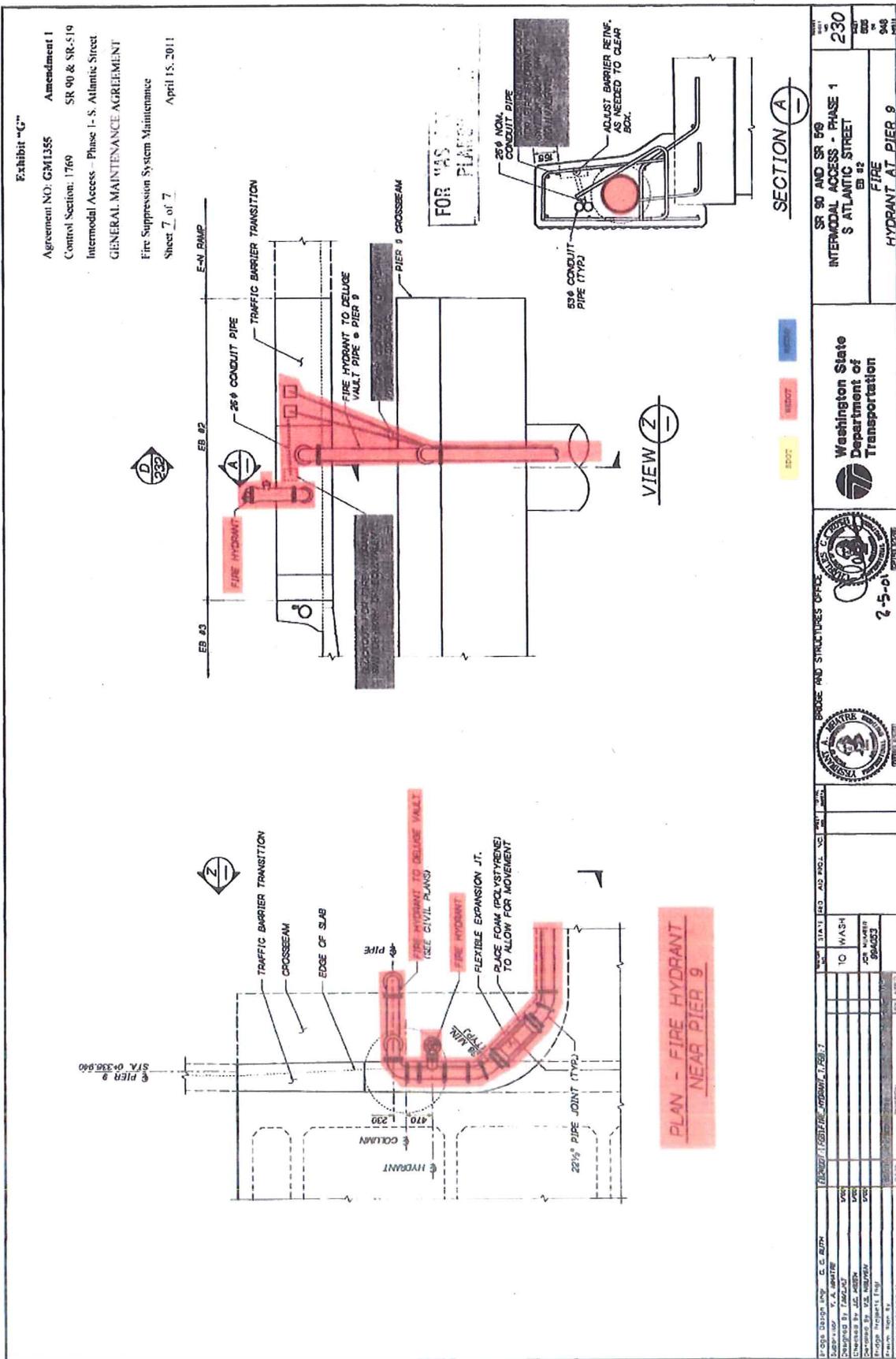
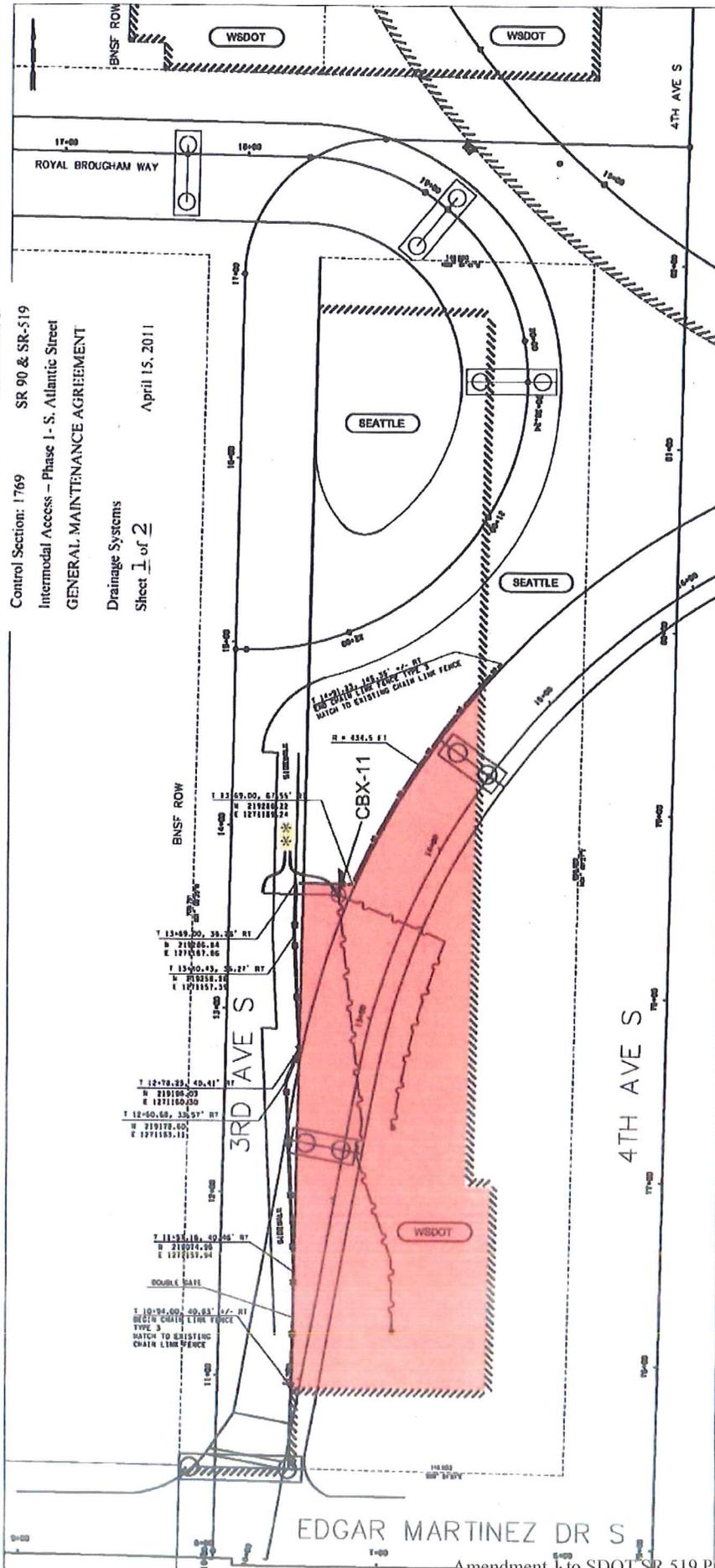


Exhibit "H"

Agreement NO: GM1355 Amendment I
 Control Section: 1769 SR 90 & SR-519
 Intermodal Access - Phase I - S. Atlantic Street
 GENERAL MAINTENANCE AGREEMENT
 Drainage Systems
 Sheet 1 of 2 April 15, 2011



[Red Box] = State R.O.W

[Yellow Box] = Offfall from CBX-11 is City maintenance responsibility

[Blue Box] METRO
 [Red Box] WSDOT
 [Yellow Box] SDOT



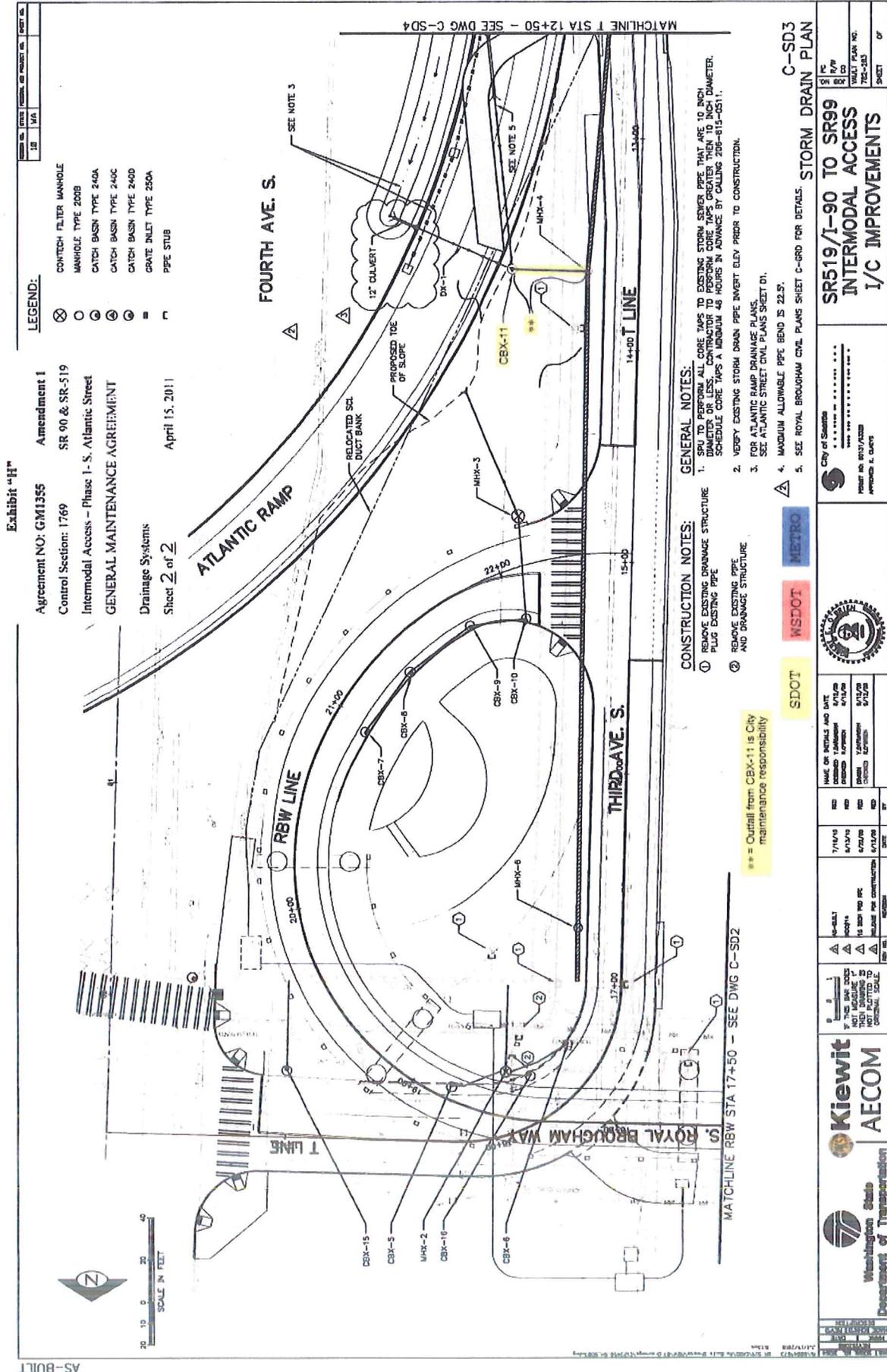


Exhibit "H"

Agreement NO: GM1355 Amendment 1
 Control Section: 1769 SR 90 & SR-519
 Intermodal Access - Phase 1 - S. Atlantic Street
 GENERAL MAINTENANCE AGREEMENT
 Drainage Systems
 Sheet 2 of 2
 April 15, 2011

LEGEND:

⊗	CONTECH FILTER MANHOLE
⊙	MANHOLE TYPE 200B
⊙	CATCH BASIN TYPE 240A
⊙	CATCH BASIN TYPE 240C
⊙	CATCH BASIN TYPE 240D
⊙	GRATE INLET TYPE 250A
□	PIPE STUB

- CONSTRUCTION NOTES:
- REMOVE EXISTING DRAINAGE STRUCTURE AND PLUG EXISTING PIPE
 - REMOVE EXISTING PIPE AND DRAINAGE STRUCTURE
 - VERIFY EXISTING STORM DRAIN PIPE INVERT ELEV PRIOR TO CONSTRUCTION.
 - FOR ATLANTIC RAMP DRAINAGE PLANS.
 - SEE ATLANTIC STREET CIVIL PLANS SHEET D1.
 - MAQUIM ALLOWABLE PIPE BEND IS 22.5°.
 - SEE ROYAL BROUHAM CIVIL PLANS SHEET C-GRD FOR DETAILS.

- GENERAL NOTES:
- SPU TO PERFORM ALL CORE TAPS TO EXISTING STORM SEWER PIPE THAT ARE 10 INCH DIAMETER OR SMALLER. SCHEDULE CORE TAPS A MINIMUM 48 HOURS IN ADVANCE BY CALLING 206-815-0511.
 - VERIFY EXISTING STORM DRAIN PIPE INVERT ELEV PRIOR TO CONSTRUCTION.
 - FOR ATLANTIC RAMP DRAINAGE PLANS.
 - SEE ATLANTIC STREET CIVIL PLANS SHEET D1.
 - MAQUIM ALLOWABLE PIPE BEND IS 22.5°.
 - SEE ROYAL BROUHAM CIVIL PLANS SHEET C-GRD FOR DETAILS.

*** = Outfall from CBX-11 is City maintenance responsibility

C-SD3
 STORM DRAIN PLAN

 Washington State Department of Transportation	 City of Seattle PROJECT NO. 8107/2008 APPENDIX 1, SHEET 2 OF 2	NAME OF INITIALS AND DATE DESIGNED: JAM/08 CHECKED: JAM/08 DRAWN: JAM/08 IN CHARGE: JAM/08	DATE 7/14/10 8/13/10 8/13/10 8/13/10	NO. OF SHEETS 15	SHEET NO. 15
		SDOT WSDOT METRO	SR519/1-90 TO SR99 INTERMODAL ACCESS I/C IMPROVEMENTS	SCALE 1" = 20'	SHEET 15 OF 15

FISCAL NOTE FOR CAPITAL PROJECTS ONLY

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle Department of Transportation	David Conway/684-5016	Christie Parker/684-5211

Legislation Title:

AN ORDINANCE relating to the SR 519 Project; authorizing the Director of the Department of Transportation to execute a Memorandum of Agreement with the Washington State Department of Transportation and the City of Seattle providing for transfer of certain property to the City; authorizing WSDOT to perform maintenance work on SR 519 infrastructure in the City right of way; authorizing the Director to accept and record, for and on behalf of the City of Seattle, a quit claim deed for property along and adjacent to 4th Avenue South between South Holgate Street and South Royal Brougham Way; placing the real property conveyed by the deed under the jurisdiction of the Seattle Department of Transportation and designating the property for street purposes; and ratifying and confirming certain prior acts.

Summary and background of the Legislation:

This legislation authorizes the City of Seattle Department of Transportation (“City”) to enter into a Memorandum of Agreement (“MOA”) with the Washington Department of Transportation (“State”) to accept property and certain real property and infrastructure associated with the SR 519 project. Attachment K of the MOA shows this information in detail.

The SR 519 project, constructed following extensive discussions and agreements among numerous entities, including County, Port, Sports facilities and railroads, resulted in new access between the State Freeway system, the waterfront, and the stadium district and significant new right of way and utility infrastructure for the City and new roadways and plazas in the area was completed in two phases: Phase 1 was completed in 2007; Phase 2 was completed in 2010. The project was designed and constructed to increase mobility and safety for freight trains, vehicles, and pedestrians in Seattle’s South Downtown Neighborhood by improving connections between Interstate 5 (I-5), I-90, and the Seattle Central Waterfront. The City has found that the infrastructure to be transferred to the City by WSDOT meets the standards required and is ready to be accepted. The property transfers are the remaining outstanding items to close-out this project.

The MOA transfers two kinds of property to the City: property newly acquired by the State for the project, and property returned to the City which was given to the State to complete construction.

The legislation will authorize acceptance of the deed and results in City ownership of all the right of way and associated infrastructure.



Project Name:	Project I.D.:	Project Location:	Start Date:	End Date:
SR 519	TC366960	Various	Various	Various

Please check any of the following that apply:

- This legislation creates, funds, or anticipates a new CIP Project.
- This legislation does not have any financial implications.
- This legislation has financial implications.

Appropriations:

Fund Name and Number	Department	Budget Control Level*	Existing 2014 Appropriation	New 2014 Appropriation (if any)	2015 Anticipated Appropriation
TOTAL					

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

Appropriations Notes: The work associated with the capital project is complete. As part of the 2014 4th Quarter Supplemental Budget, SDOT will request a new appropriation for \$23,258 to receive reimbursement from the Washington State Department of Transportation (WSDOT) for operations and maintenance.

Spending Plan and Future Appropriations for Capital Projects:

Spending Plan and Budget	2014	2015	2016	2017	2018	2019	Total
Spending Plan							
Current Year Appropriation							
Future Appropriations							

Spending Plan and Budget Notes:

N/A

Funding Source:

Funding Source (Fund Name and Number, if applicable)	2014	2015	2016	2017	2018	2019	Total
WSDOT	23,258						\$23,258
General Fund	46,742	72,100	74,263	76,491	78,786	81,149	\$429,531
TOTAL	70,000	72,100	74,263	76,491	78,786	81,149	\$452,789



Funding Source Notes:

Per the Agreement, the State will pay the City a one-time, lump sum amount of \$23,258 for the operations and maintenance costs in 2014. The City will assume the full cost of the operations and maintenance upon execution of the MOA. SPU and SCL do not have additional operational responsibilities nor do they need additional funding to operate/maintain their infrastructure.

Bond Financing Required:

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

Bond Notes:

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

O&M	2014	2015	2016	2017	2018	2019	Total
Uses							
Start Up							
On-going	70,000	72,100	74,263	76,491	78,786	81,149	452,789
Sources (itemize)							

Operation and Maintenance Notes:

In the first year, \$23,258 of costs will be covered by WSDOT. This was a negotiated amount between SDOT and WSDOT in 2007. The remaining costs in 2014 will be absorbed.

Periodic Major Maintenance Costs for the Project:

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

Major Maintenance Item	Frequency	Cost	Likely Funding Source
TOTAL			

Funding sources for replacement of project:



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

Position Title and Department*	Position # for Existing Positions	Fund Name & #	PT/FT	2014 Positions	2014 FTE	2015 Positions **	2015 FTE **
N/A							
TOTAL							

* List each position separately

** 2015 positions and FTE are *total* 2015 position changes resulting from this legislation, not incremental changes. Therefore, under 2015, please be sure to include any continuing positions from 2014.

Position Notes:

N/A

Do positions sunset in the future?

N/A

Other Implications:

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

Yes, adoption of this legislation has long-term financial implications. As owner of the City Right of Way, SDOT would be responsible for the operations and maintenance of the infrastructure which includes the roadway infrastructure, traffic signals, and landscaping maintenance costs. The annual costs total approximately \$70,000 (roadway: \$33,000; traffic signals: \$3,000; landscape: \$34,000). The replacement costs of the bridge structure total \$26.5M. The remaining useful life is 85 years. A 2015 BIP will be proposed to fund the annual O+M costs.

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

The State built the infrastructure to City standards as the intent was the City would assume operations and maintenance responsibilities. If the City were to not implement the legislation, the issue could wind up in the legal system.

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

The acceptance and transfer of certain SCL and SPU utility infrastructure associated with the project will be finalized. SPU and SCL have no new additional funding or appropriation needs.



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

None.

e) Is a public hearing required for this legislation?

No.

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

No.

g) Does this legislation affect a piece of property?

Yes, the City is accepting properties originally turned over to the State as well as properties newly acquired by the State ready to be owned and operated as City street right of way.

h) Other Issues: None.

List attachments to the fiscal note below:



City of Seattle
Edward B. Murray
Mayor

November 18, 2014

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

Dear Council President Burgess:

I am pleased to transmit the attached proposed Council Bill finalizing the transfer of right of way constructed as part of the SR 519 Project. The Council Bill authorizes execution of an agreement stating the terms of the transfers and authorizes acceptance of the deed for the right of way.

In designing and constructing SR 519, the State not only constructed new State right of way, but also re-constructed portions of existing City right of way and built new infrastructure to be turned over to the City. This Council Bill turns back right of way originally owned by the City, transfers newly acquired properties, and accepts and transfers roadway, surface features, and utility infrastructure to the City. In addition, the Council Bill allows the Washington State Department of Transportation to maintain and operate its SR 519 infrastructure on City right of way under Seattle Department of Transportation administration, subject to conditions, without a street use permit.

This Council Bill marks the end of a successful project resulting in benefits for the traveling public, businesses, residents, and visitors to the City's Stadium District. Should you have questions, please contact Jonathan Layzer at 684-5300.

Sincerely,

Edward B. Murray
Mayor of Seattle

cc: Honorable Members of the Seattle City Council



STATE OF WASHINGTON -- KING COUNTY

--SS.

319381

No. 124677,678,679

CITY OF SEATTLE, CLERKS OFFICE

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

CT:TITLE ONLY ORDINANCES

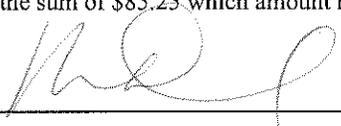
was published on

01/15/15

The amount of the fee charged for the foregoing publication is the sum of \$85.25 which amount has been paid in full.

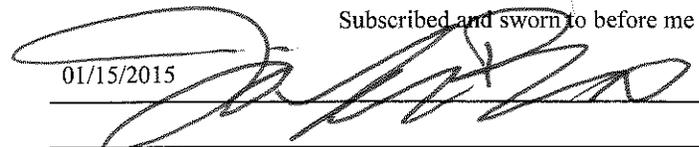


Affidavit of Publication



Subscribed and sworn to before me on

01/15/2015



Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle Title Only Ordinances

The full text of the following legislation, passed by the City Council on December 15, 2014, and published below by title only, will be mailed upon request, or can be accessed at <http://clerk.seattle.gov>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>.

Contact: Office of the City Clerk at (206) 684-8344.

ORDINANCE NO. 124677

AN ORDINANCE relating to the 2014 Budget; amending Ordinance 124349, which adopted the 2014 Budget, including the 2014-2019 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget; adding new projects; creating new appropriations; revising project allocations for certain projects in the 2014-2019 CIP; creating positions; modifying positions; abrogating positions; making cash transfers between various City funds; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

ORDINANCE NO. 124678

AN ORDINANCE relating to the SR 519 Project; authorizing the Director of the Department of Transportation to execute a Memorandum of Agreement with the Washington State Department of Transportation and the City of Seattle providing for transfer of certain property to the City; authorizing WSDOT to perform maintenance work on SR 519 infrastructure in the City right of way; authorizing the Director to accept and record, for and on behalf of the City of Seattle, a quit claim deed for property along and adjacent to 4th Avenue South between South Holgate Street and South Royal Brougham Way; placing the real property conveyed by the deed under the jurisdiction of the Seattle Department of Transportation and designating the property for street purposes; and ratifying and confirming certain prior acts.

ORDINANCE NO. 124679

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Date of publication in the Seattle Daily Journal of Commerce, January 15, 2015.

1/15(319381)