

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.

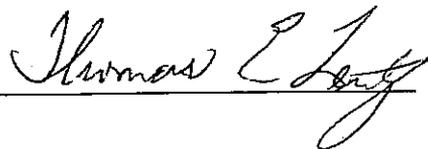
No liability shall attach to the STATE or the CITY by reason of entering into this AGREEMENT except as expressly provided herein.

CITY OF SEATTLE

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

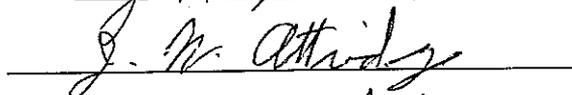


Grace Crunican, Director
Seattle Transportation



Approved as to form:

Date June 3, 2002



Title M. Counsel AAG

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

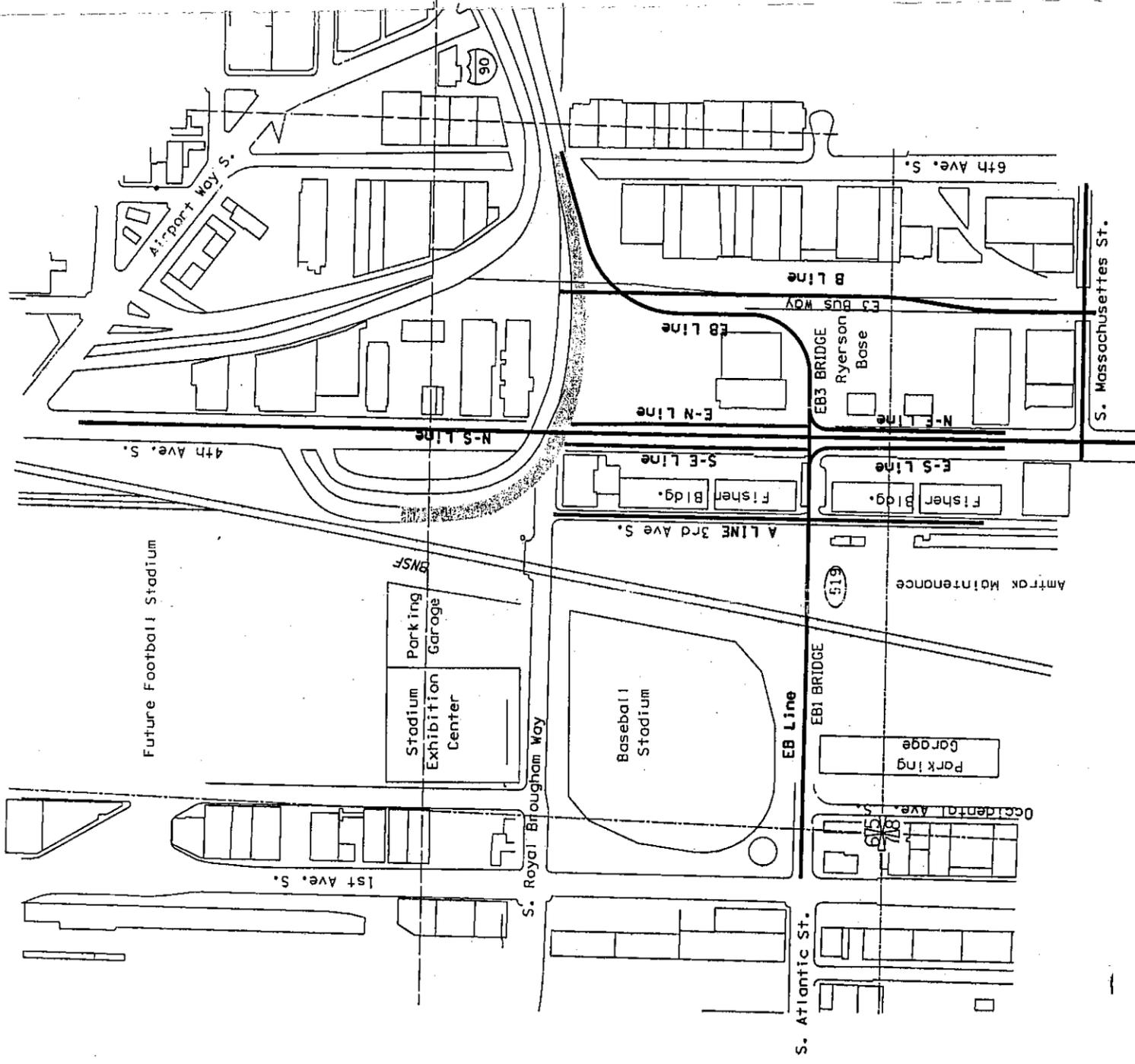
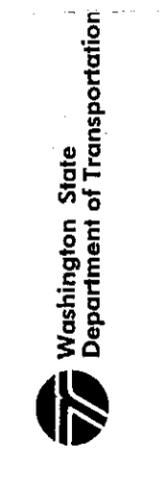


EXHIBIT "A"

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



SR 90 AND SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET	V1
	SHEET 3 OF 948 SHEETS



ENVIRONMENTAL AND ENGINEERING
 SERVICE CENTER

REGION NO.	STATE	FED. AID PROJ. NO.
10	WASH	
JOB NUMBER		
99A053		
CONTRACT NO.		

DESIGNED BY	C. BRICHEUX
ENTERED BY	C. BRICHEUX
CHECKED BY	B. GLAS
PROJ. ENCR.	B. NEBBITT
REGIONAL ADM.	J. DRAMOTO
DATE	12-29-00
LEADER LINE ADDED	LYM
REVISION	BY

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 to 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"

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"

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.

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.

EXHIBIT "C"

- 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.

EXHIBIT "C"

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.

EXHIBIT "C"

Page 12 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 12 of 32

March 23, 2001

- 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.

EXHIBIT "C"

- 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

EXHIBIT "C"

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Agreement No: GM 1355

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Intermodal Access – Phase 1-S. Atlantic Street

OPERATING & MAINTENANCE AGREEMENT

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SDOT SR 519 Project Acquisition ORD ATT 2

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.

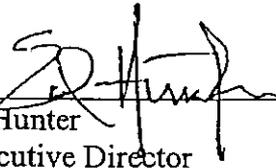
- K. Liens. Except as provided under RCW 8.25.220, WSDOT, its agents, employees, successors or assignees shall take no action that results in the imposition of any attachment, judgment, lien, charge or encumbrance whatsoever on the Facility or Granted Easements. In the event any third party asserts or 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

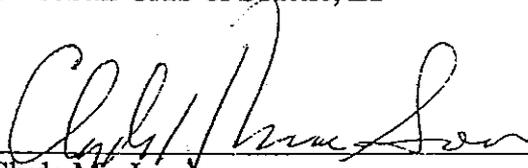
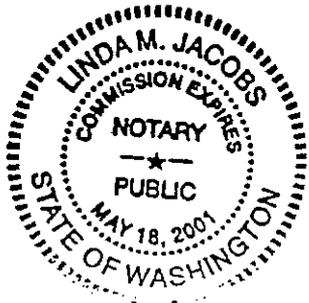
By: 
Clyde MacIver
Executive Vice President and
General Counsel

EXHIBIT "C"

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 H. 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"

LIST OF EXHIBITS

Exhibit A: Legal description of the Property

Exhibit B: Staging Plan

Exhibit C: Layout Plan

K:\35252\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

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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"

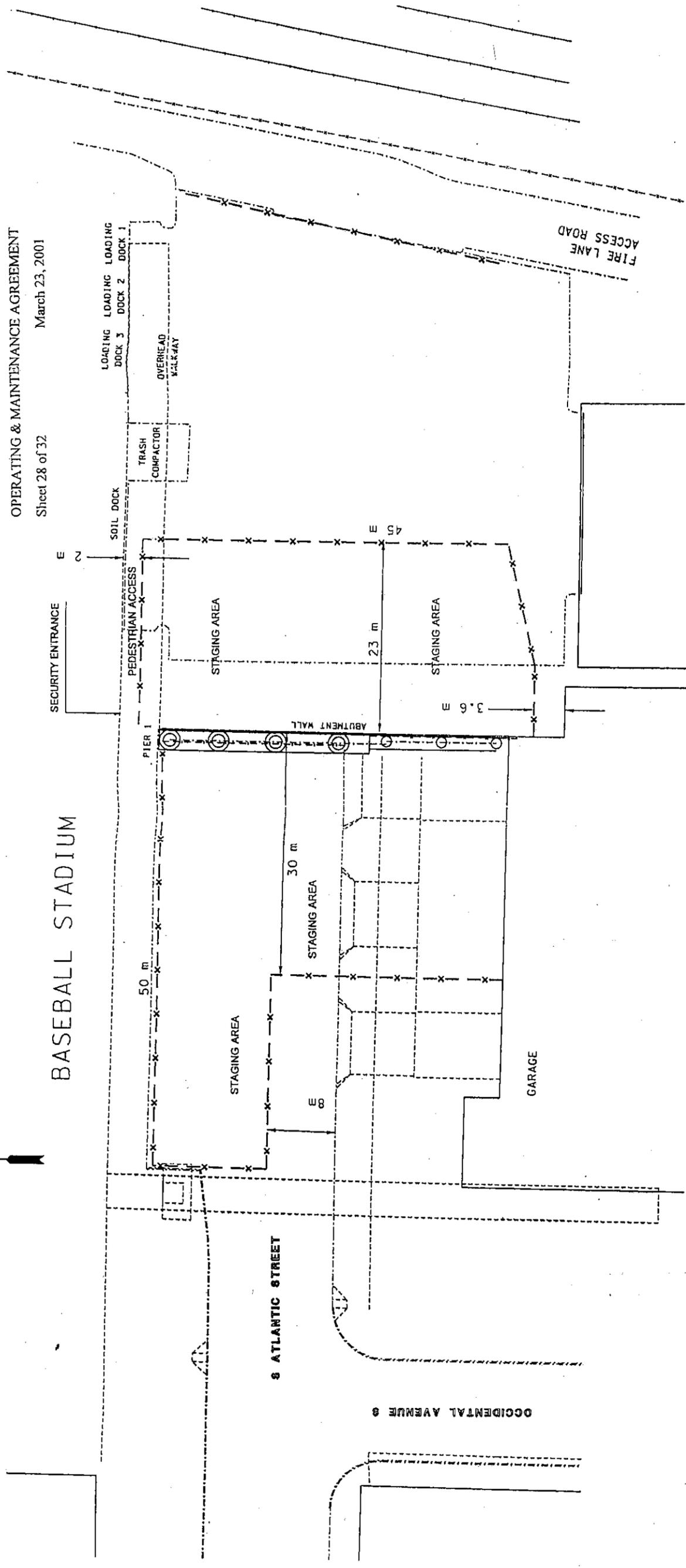
Agreement No: GM 1355
Control Section: 1769 SR 90 & SR 519
Intermodal Access - Phase 1-S. Atlantic Street
OPERATING & MAINTENANCE AGREEMENT
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EXHIBIT "C"

EXHIBIT B

Agreement No: GM 1355 SR 90 & SR 519
 Control Section: 1769
 Intermodal Access - Phase 1-S. Atlantic Street
 OPERATING & MAINTENANCE AGREEMENT
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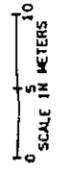
BASEBALL STADIUM



STAGE 1
 SITE PREPARATION
 BEGIN PIER 1

LEGEND

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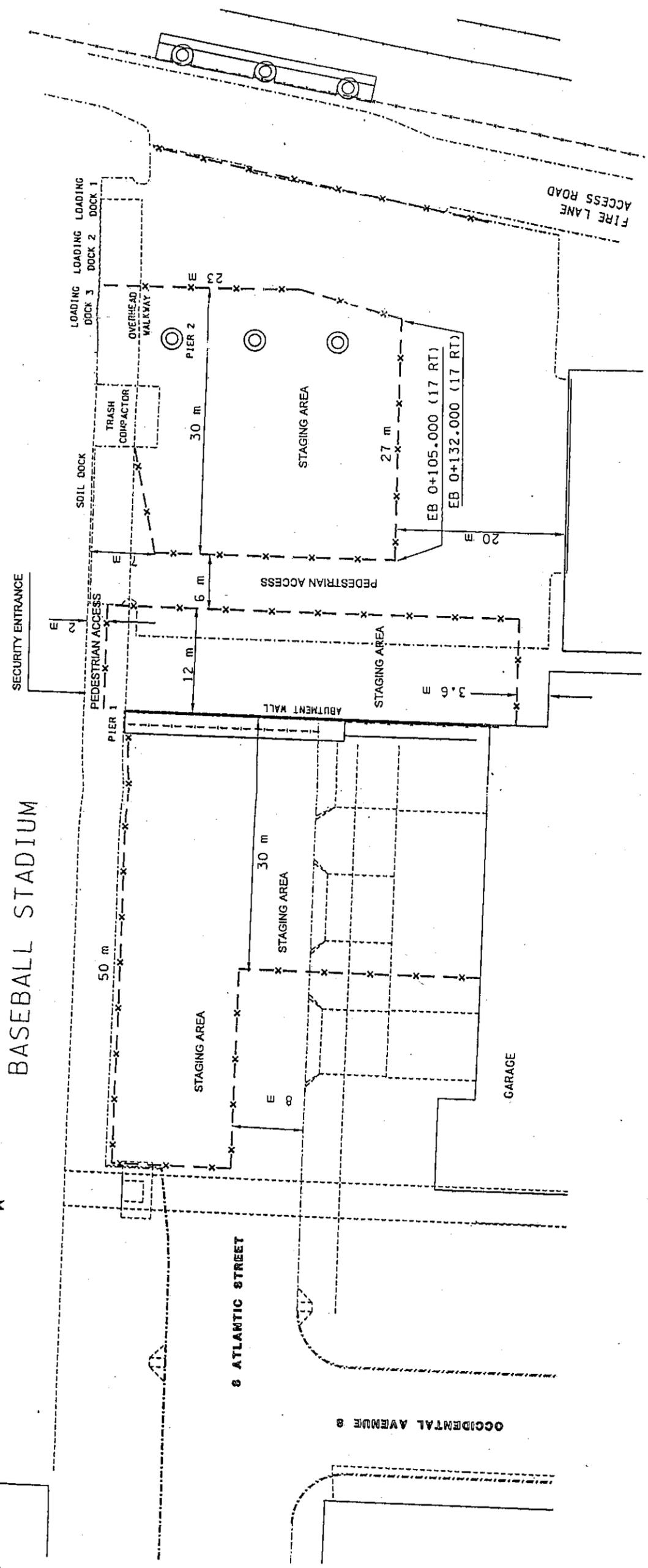
DESIGNED BY J. FARRIS	DATE	REVISION	BY
ENTERED BY J. FARRIS			
CHECKED BY B. GLAS			
PROJ. ENGR. B. NEBBITT			
REGIONAL ADM. J. OKAMOTO			
REGION NO.	STATE	FED. AID PROJ. NO.	ENVIRONMENTAL AND ENGINEERING SERVICE CENTER
10	WASH		
JOB NUMBER			
CONTRACT NO.			
SR 519		STC	
INTERMODAL ACCESS - PHASE 1		S ATLANTIC STREET	
STAGING PLAN - BASEBALL STADIUM			



EXHIBIT "C"

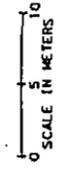
Agreement No: GM 1355
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 OPERATING & MAINTENANCE AGREEMENT
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BASEBALL STADIUM



LEGEND

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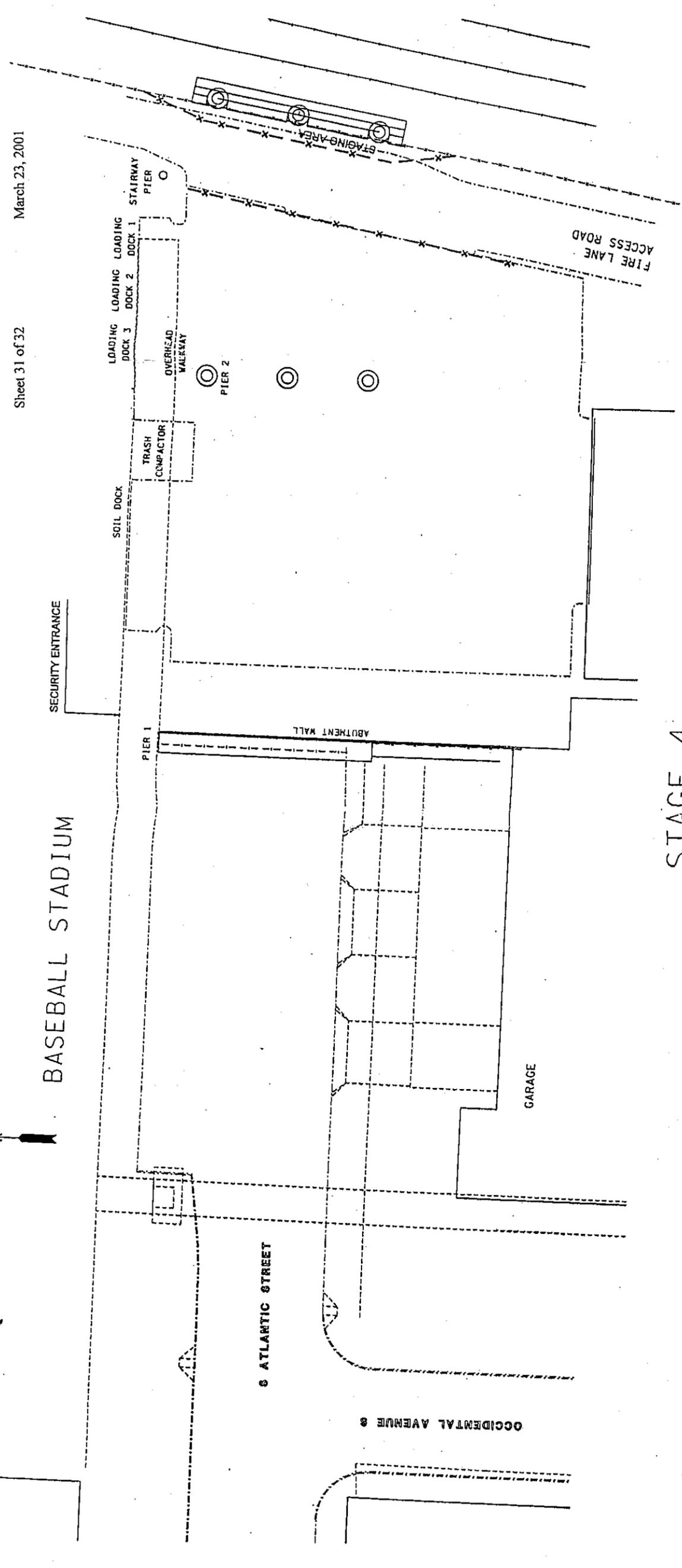
STAGE 2
 CONTINUE PIER 1
 PIER 2

DESIGNED BY J. FARRIS		SECTION NO.	STATE FED. AID PROJ. NO.	ENVIRONMENTAL AND ENGINEERING SERVICE CENTER		Washington State Department of Transportation		SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET		STG2	
ENTERED BY J. FARRIS		10	WASH							SHEET	
CHECKED BY B. GLAS										OF	
PROJ. ENGR. B. NEBBITT										SHEETS	
REGIONAL ADM. J. OKAMOTO										STAGING PLAN - BASEBALL STADIUM	
DATE	DATE	REVISION	BY								

EXHIBIT "C"

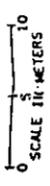
Agreement No: GM 1355
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 OPERATING & MAINTENANCE AGREEMENT
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 March 23, 2001

BASEBALL STADIUM



STAGE 4
**PIER 3 CROSSBEAM
 COMPOUND RESTORATION**

LEGEND
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DESIGNED BY J. FARRIS		REGION	STATE	FED. AID PROJ. NO.	ENVIRONMENTAL AND ENGINEERING SERVICE CENTER	Washington State Department of Transportation	SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET	STG4
ENTERED BY J. FARRIS	10	WASH						
CHECKED BY B. GLAS	JOB NUMBER							
PROJ. ENGR. B. NEBITT	CONTRACT NO.							
REGIONAL ADM. J. OKAMOTO								
	DATE	REVISION	DATE	BY				

STAGING PLAN - BASEBALL STADIUM

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

160.847 COMPOSITE STEEL PLATE GIRDER (EB STRUCTURE 1)

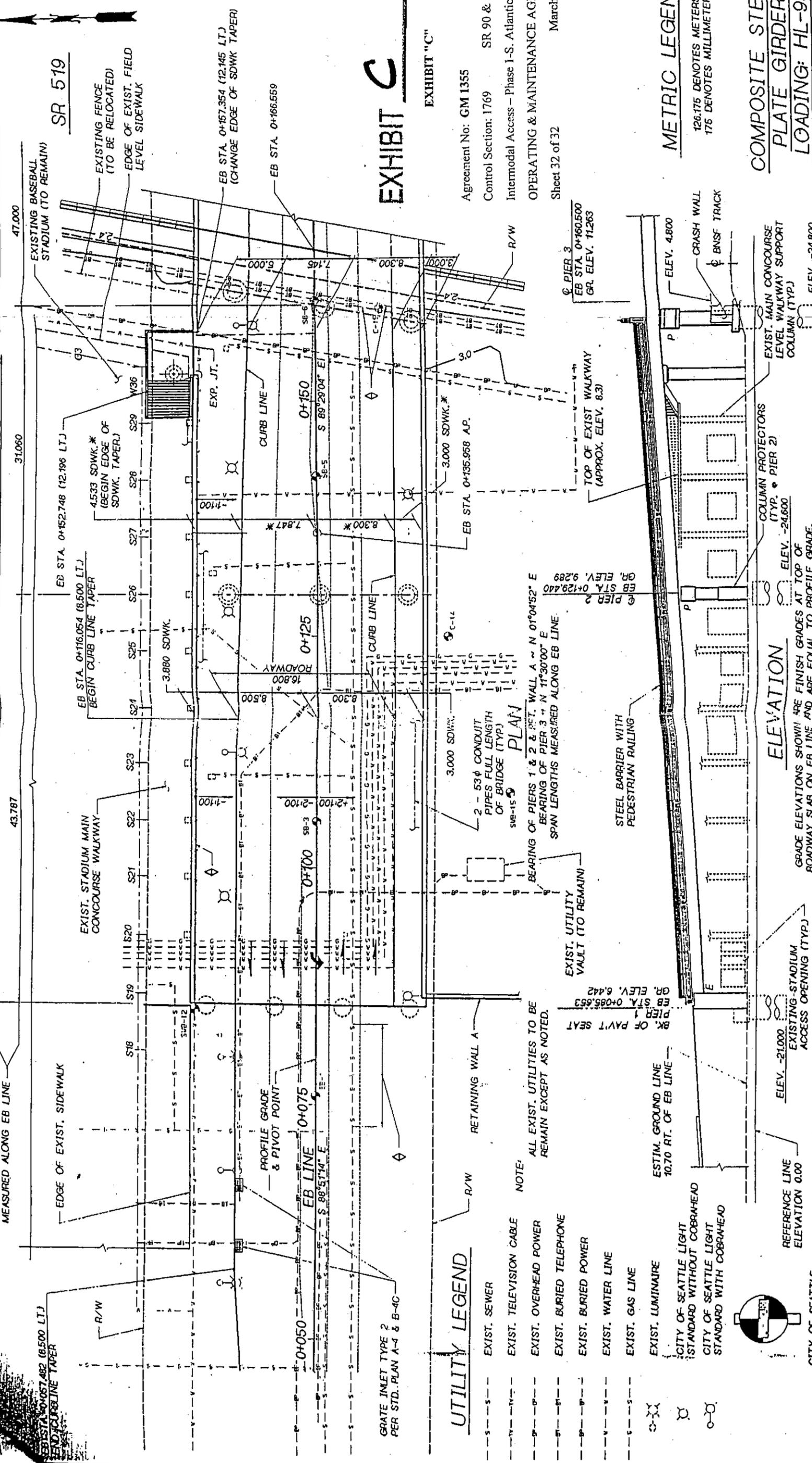


EXHIBIT C

EXHIBIT "C"
Agreement No: GM 1355
Control Section: 1769 SR 90 & SR 519
Intermodal Access - Phase 1-S. Atlantic Street
OPERATING & MAINTENANCE AGREEMENT
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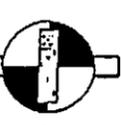
UTILITY LEGEND

- 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 COBRAHEAD
- CITY OF SEATTLE LIGHT STANDARD WITH COBRAHEAD

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

METRIC LEGEND

126.175 DENOTES METERS
175 DENOTES MILLIMETERS



ELEVATION

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

COMPOSITE STEEL PLATE GIRDER
LOADING: HL-93

SR 519 JOB NO. 7001 SHEET 1		SR 519		INTERMODAL ACCESS - PHASE 1		S ATLANTIC STREET		EB #1		LAYOUT	
CITY OF SEATTLE		CITY OF SEATTLE		CITY OF SEATTLE		CITY OF SEATTLE		CITY OF SEATTLE		CITY OF SEATTLE	
Design By	C. G. RUTH	Drawn By	J. LARSEN	Checked By	J. LARSEN	Project Engineer	A. T. BURGER	Project Manager	A. CHU	Scale	AS SHOWN
Supervisor	Y. A. MATRE	Design Date	2/98	Check Date	2/98	Project No.	10	Job No.	10	Sheet No.	10
Project No.	10	Job No.	10	Sheet No.	10	Scale	AS SHOWN	Project Name	SR 519	Project Location	S ATLANTIC STREET
Project Name	SR 519	Project Location	S ATLANTIC STREET	Project No.	10	Job No.	10	Sheet No.	10	Scale	AS SHOWN
Project Location	S ATLANTIC STREET	Project No.	10	Job No.	10	Sheet No.	10	Scale	AS SHOWN	Project Manager	A. CHU
Project Manager	A. CHU	Project Engineer	A. T. BURGER	Project Designer	C. G. RUTH	Project Checker	J. LARSEN	Project Supervisor	Y. A. MATRE	Project Date	2/98
Project Designer	C. G. RUTH	Project Checker	J. LARSEN	Project Supervisor	Y. A. MATRE	Project Date	2/98	Project No.	10	Job No.	10
Project Checker	J. LARSEN	Project Supervisor	Y. A. MATRE	Project Date	2/98	Project No.	10	Job No.	10	Sheet No.	10
Project Supervisor	Y. A. MATRE	Project Date	2/98	Project No.	10	Job No.	10	Sheet No.	10	Scale	AS SHOWN
Project Date	2/98	Project No.	10	Job No.	10	Sheet No.	10	Scale	AS SHOWN	Project Manager	A. CHU
Project No.	10	Job No.	10	Sheet No.	10	Scale	AS SHOWN	Project Manager	A. CHU	Project Engineer	A. T. BURGER
Job No.	10	Sheet No.	10	Scale	AS SHOWN	Project Manager	A. CHU	Project Engineer	A. T. BURGER	Project Designer	C. G. RUTH
Sheet No.	10	Scale	AS SHOWN	Project Manager	A. CHU	Project Engineer	A. T. BURGER	Project Designer	C. G. RUTH	Project Checker	J. LARSEN
Scale	AS SHOWN	Project Manager	A. CHU	Project Engineer	A. T. BURGER	Project Designer	C. G. RUTH	Project Checker	J. LARSEN	Project Supervisor	Y. A. MATRE
Project Manager	A. CHU	Project Engineer	A. T. BURGER	Project Designer	C. G. RUTH	Project Checker	J. LARSEN	Project Supervisor	Y. A. MATRE	Project Date	2/98
Project Engineer	A. T. BURGER	Project Designer	C. G. RUTH	Project Checker	J. LARSEN	Project Supervisor	Y. A. MATRE	Project Date	2/98	Project No.	10
Project Designer	C. G. RUTH	Project Checker	J. LARSEN	Project Supervisor	Y. A. MATRE	Project Date	2/98	Project No.	10	Job No.	10
Project Checker	J. LARSEN	Project Supervisor	Y. A. MATRE	Project Date	2/98	Project No.	10	Job No.	10	Sheet No.	10
Project Supervisor	Y. A. MATRE	Project Date	2/98	Project No.	10	Job No.	10	Sheet No.	10	Scale	AS SHOWN
Project Date	2/98	Project No.	10	Job No.	10	Sheet No.	10	Scale	AS SHOWN	Project Manager	A. CHU
Project No.	10	Job No.	10	Sheet No.	10	Scale	AS SHOWN	Project Manager	A. CHU	Project Engineer	A. T. BURGER
Job No.	10	Sheet No.	10	Scale	AS SHOWN	Project Manager	A. CHU	Project Engineer	A. T. BURGER	Project Designer	C. G. RUTH
Sheet No.	10	Scale	AS SHOWN	Project Manager	A. CHU	Project Engineer	A. T. BURGER	Project Designer	C. G. RUTH	Project Checker	J. LARSEN
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Project Manager	A. CHU	Project Engineer	A. T. BURGER	Project Designer	C. G. RUTH	Project Checker	J. LARSEN	Project Supervisor	Y. A. MATRE	Project Date	2/98
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Project Supervisor	Y. A. MATRE	Project Date	2/98	Project No.	10	Job No.	10	Sheet No.	10	Scale	AS SHOWN
Project Date	2/98	Project No.	10	Job No.	10	Sheet No.	10	Scale	AS SHOWN	Project Manager	A. CHU
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Job No.	10	Sheet No.	10	Scale	AS SHOWN	Project Manager	A. CHU	Project Engineer	A. T. BURGER	Project Designer	C. G. RUTH
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Project Supervisor	Y. A. MATRE	Project Date	2/98	Project No.	10	Job No.	10	Sheet No.	10	Scale	AS SHOWN
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Project Engineer	A. T. BURGER	Project Designer									

**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

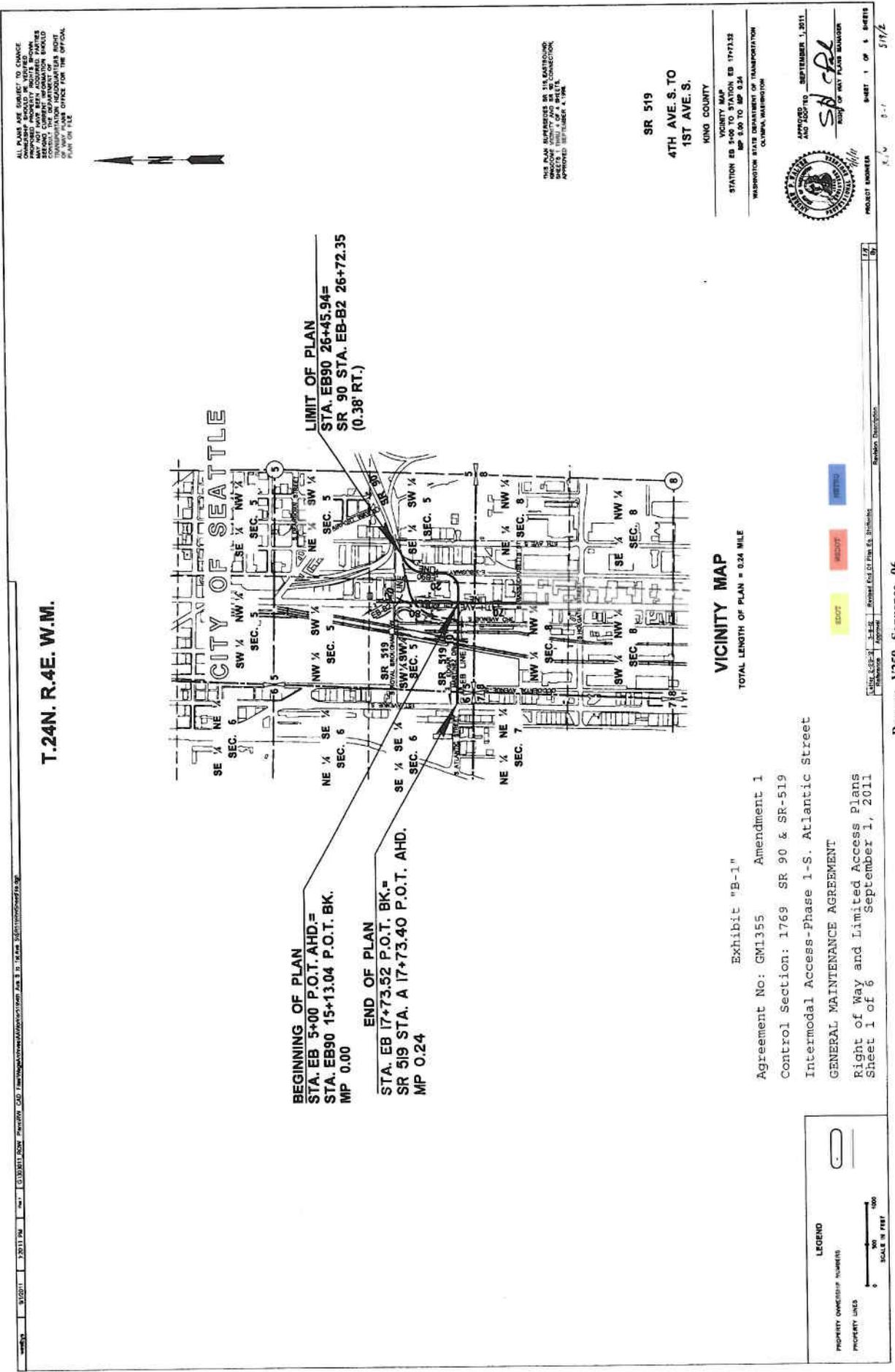
By 
Goran Sparrman
Deputy Director of Transportation
City of Seattle

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



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

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. BK.=
 SR 519 STA. A 17+73.40 P.O.T. AHD.
 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

- Exhibit "B-1"
- Agreement No: GMI355 Amendment 1
- Control Section: 1769 SR 90 & SR-519
- Intermodal Access-Phase 1-S. Atlantic Street
- GENERAL MAINTENANCE AGREEMENT
- Right of Way and Limited Access Plans
- Sheet 1 of 6 September 1, 2011

LEGEND

PROPERTY OWNERSHIP NUMBERS

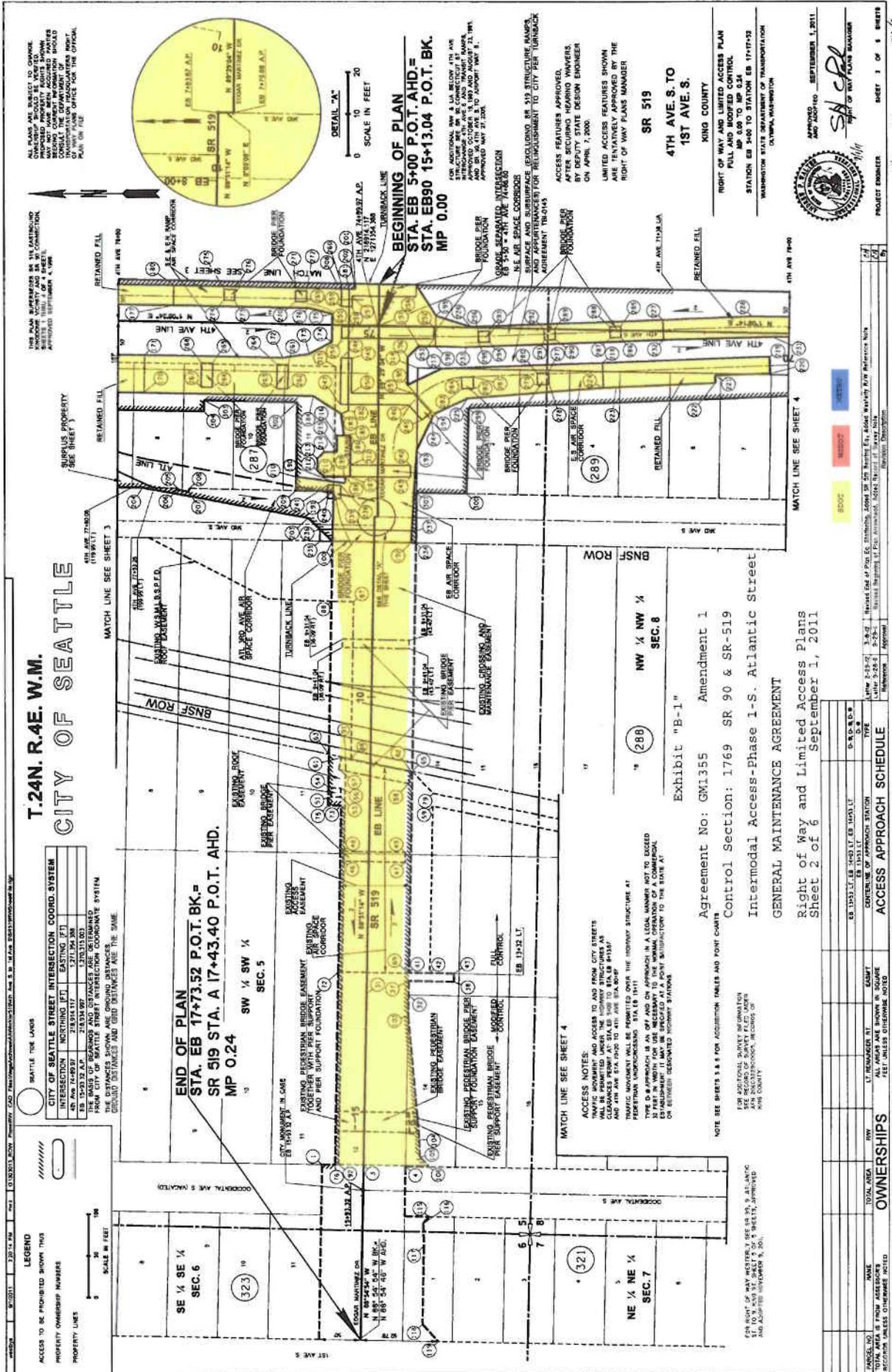
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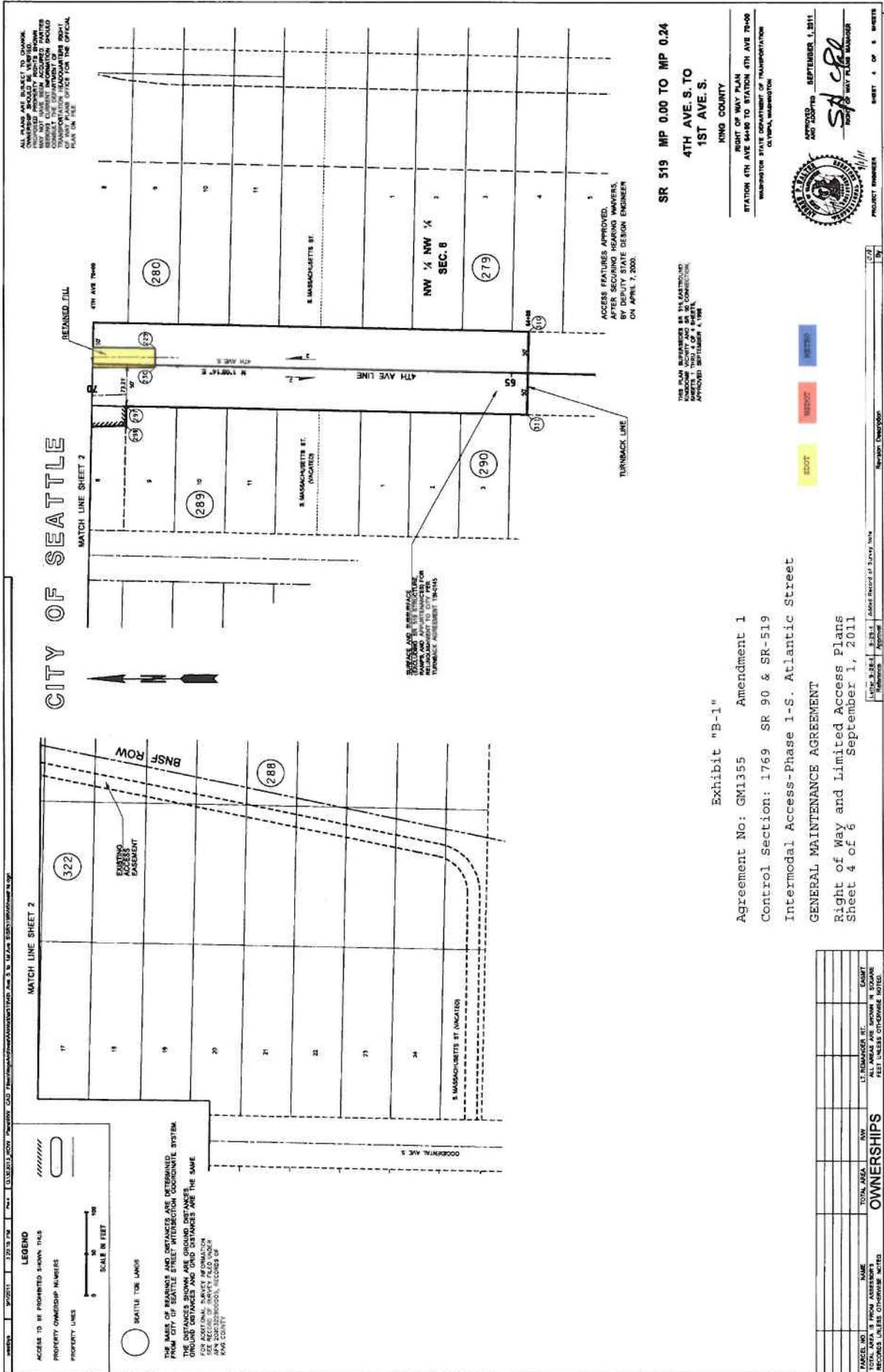
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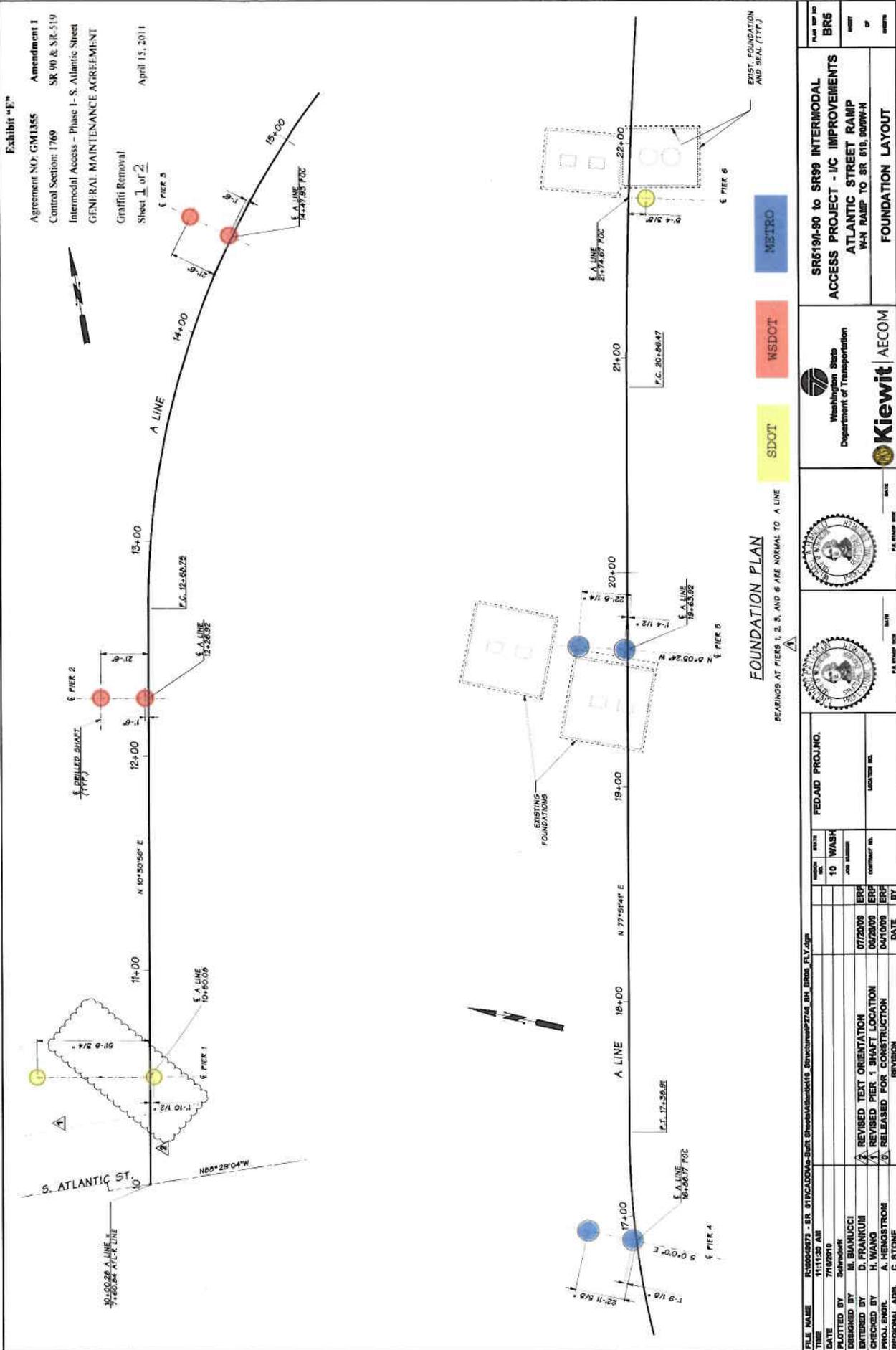


PROJECT ENGINEER
 SHEET 1 OF 6 SHEETS
 519/2

Drawer V259 Sequence 06







AS-BUILT

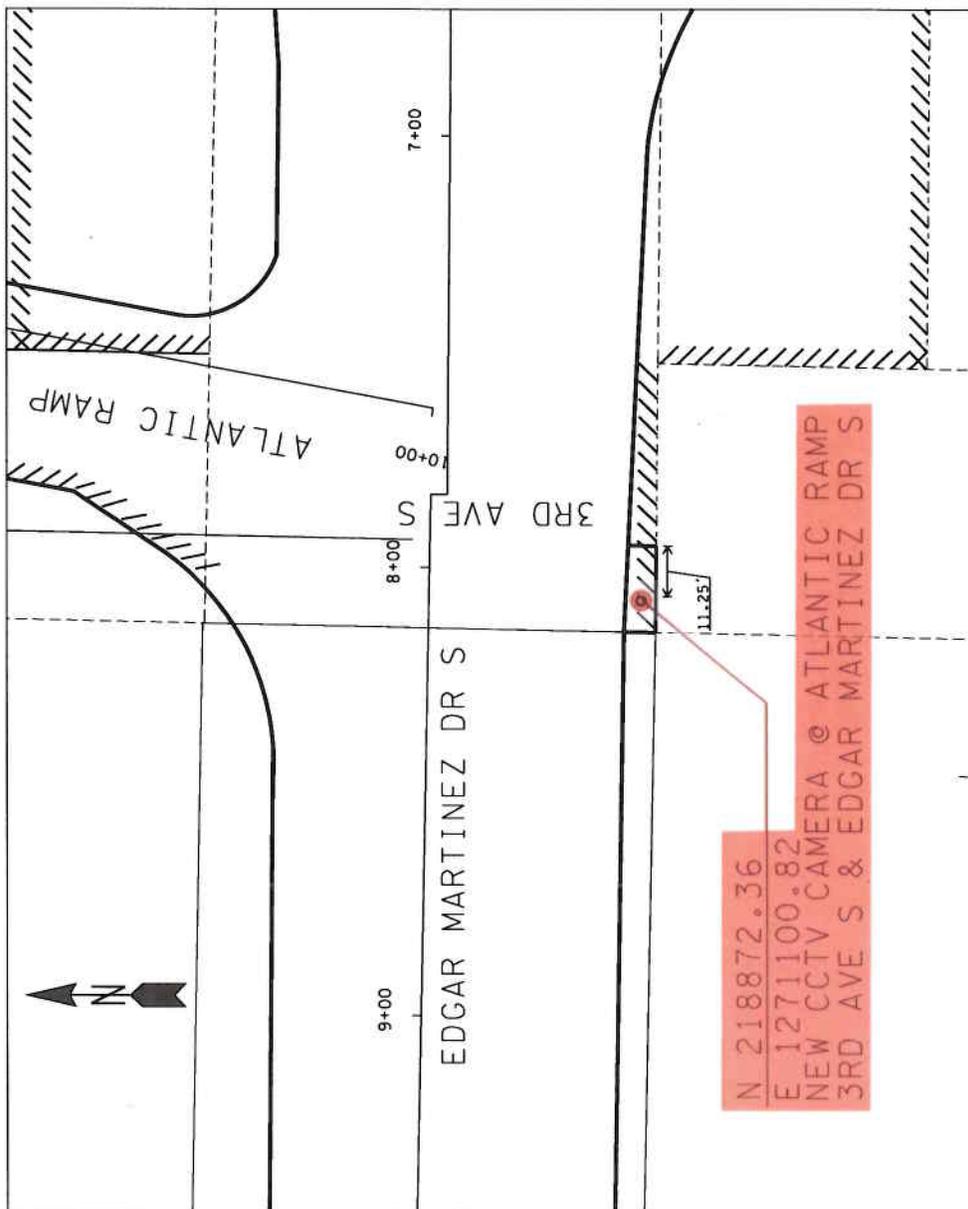
Exhibit "E" Agreement NO: GM1355 Control Section: 1769 Intermodal Access - Phase 1 - S. Atlantic Street GENERAL MAINTENANCE AGREEMENT Amendment 1 SR 99 & SR 519 April 15, 2011 Graffiti Removal Sheet 1 of 2 PIER 5		SR 519 to SR 99 INTERMODAL ACCESS PROJECT - IC IMPROVEMENTS ATLANTIC STREET RAMP W-H RAMP TO SR 519, 909W-H	
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION		WSDOT	
SDOT		METRO	
FEDERAL PROJECT NO.		FEDERAL AGENCY	
DATE		DATE	
REVISION		REVISION	
FILE NAME: R:\500-0973 - SR 519ICAD00a-Short Sheet\AS-Built\SR 519 IC BR05 F.V.dgn	DATE: 7/16/2010	REVISION: 07/20/09	DATE: 07/20/09
PLOTTED BY: M. BIANUCCI	CHECKED BY: D. FRANKUJI	REVISION: 08/28/09	DATE: 08/28/09
DESIGNED BY: H. WANG	CHECKED BY: A. HENGBSTROM	REVISION: 09/10/09	DATE: 09/10/09
PROJ. ENGR. C. STONE	REGIONAL ASBL.	REVISION: 0	DATE: 0

Exhibit "F"

Agreement NO: **GM1355** **Amendment 1**
Control Section: 1769 SR 90 & SR-519
Intermodal Access -- Phase I - S. Atlantic Street
GENERAL MAINTENANCE AGREEMENT

State Traffic Surveillance Camera

Sheet 1 of 3 April 15, 2011



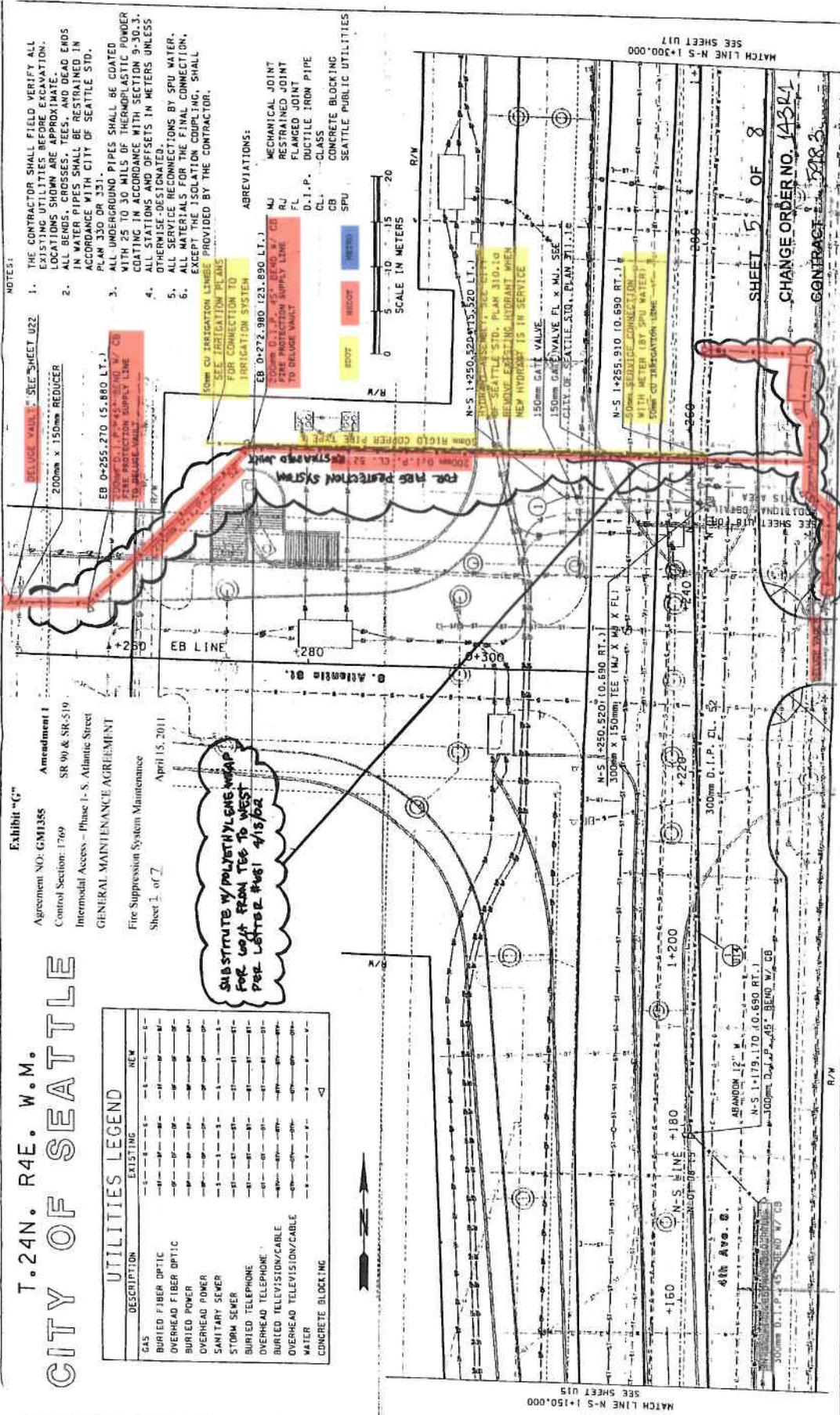
T. 24N. R4E. W.M. CITY OF SEATTLE

Exhibit "G"

Agreement No: GM1355
 Control Section: 1769
 SR 90 & SR 519
 Intermodal Access - Phase I - S. Atlantic Street
 GENERAL MAINTENANCE AGREEMENT
 Fire Suppression System Maintenance
 Sheet 1 of 7
 April 15, 2011

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

SUBSTITUTE W/ POLYETHYLENE GLASS FOR CAST IRON TEE TO WEST PER LETTER #61 4/15/11



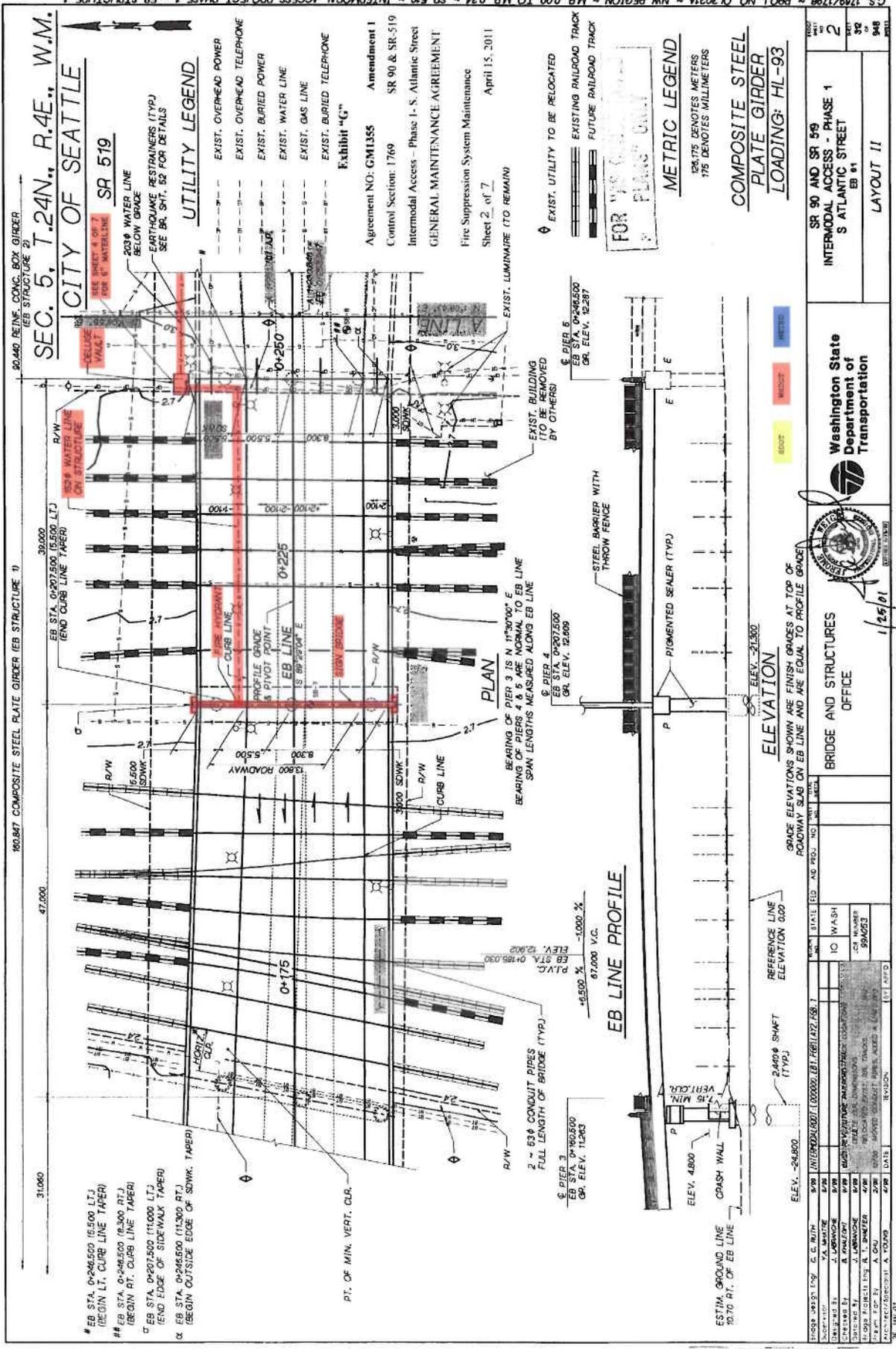
NOTES:

- THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES BEFORE EXCAVATION. LOCATIONS OF EXISTING UTILITIES SHALL BE MARKED AND CROSSES TESTED AND RECORDED 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 9-30.3. ALL STATIONS AND OFFSETS IN METERS UNLESS OTHERWISE DESIGNATED.
- ALL SERVICE RECONNECTIONS BY SPU WATER, EXCEPT THE ISOLATION COUPLING, SHALL BE 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



DESIGNED BY B. GLAS / S. ROSANE	ENTERED BY B. GLAS / S. ROSANE	CHECKED BY B. GLAS	ENVOYED BY B. GLAS	REGIONAL ADM. J. BERNARD	DATE 11/20/09	REVISION BY
REGIONAL STATE FED. AID PROJ. NO. 10 MASH 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 SHEET 137 OF 146 SHEETS						



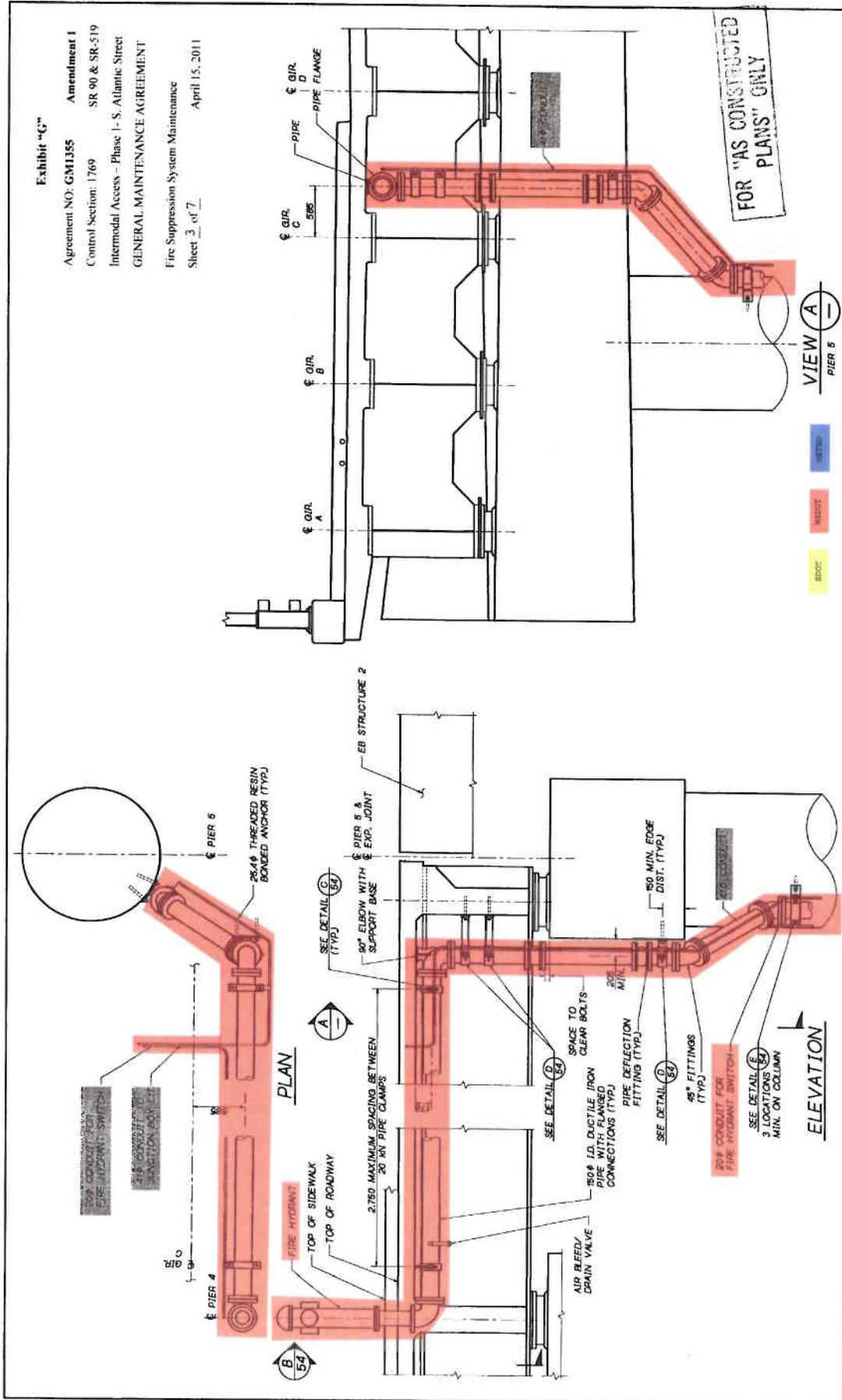
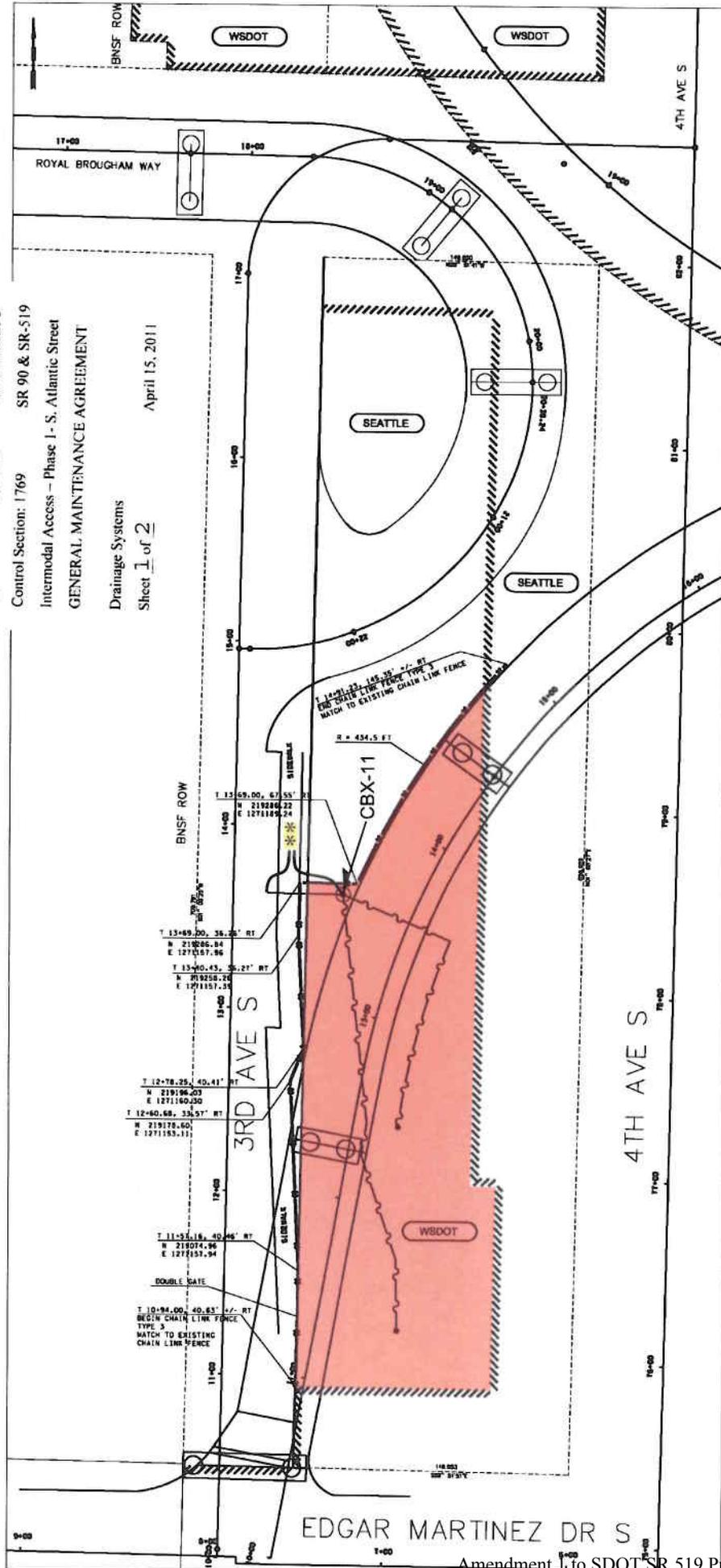


Exhibit "G"
 Agreement NO: GM1355 Amendment 1
 Control Section: 1769 SR 90 & SR-519
 Intermodal Access - Phase 1 - S. Atlantic Street
 GENERAL MAINTENANCE AGREEMENT
 Fire Suppression System Maintenance
 Sheet 3 of 7
 April 15, 2011

		SR 90 AND SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET EB #1		SHEET 53
		BRIDGE AND STRUCTURES OFFICE 2-5-0-0-0 T. A. WASH LICENSE NO. 100000000		SHEET 383 OF 948 SHEET
PROJECT NO. 10 WASH JOB NUMBER 100000000 DATE 04/15/11 REGION 1		FIRE HYDRANT DETAILS I		

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 with **] = Outfall from CBX-11 is City maintenance responsibility

[Yellow Box] SDOT
 [Red Box] WSDOT
 [Blue Box] METRO

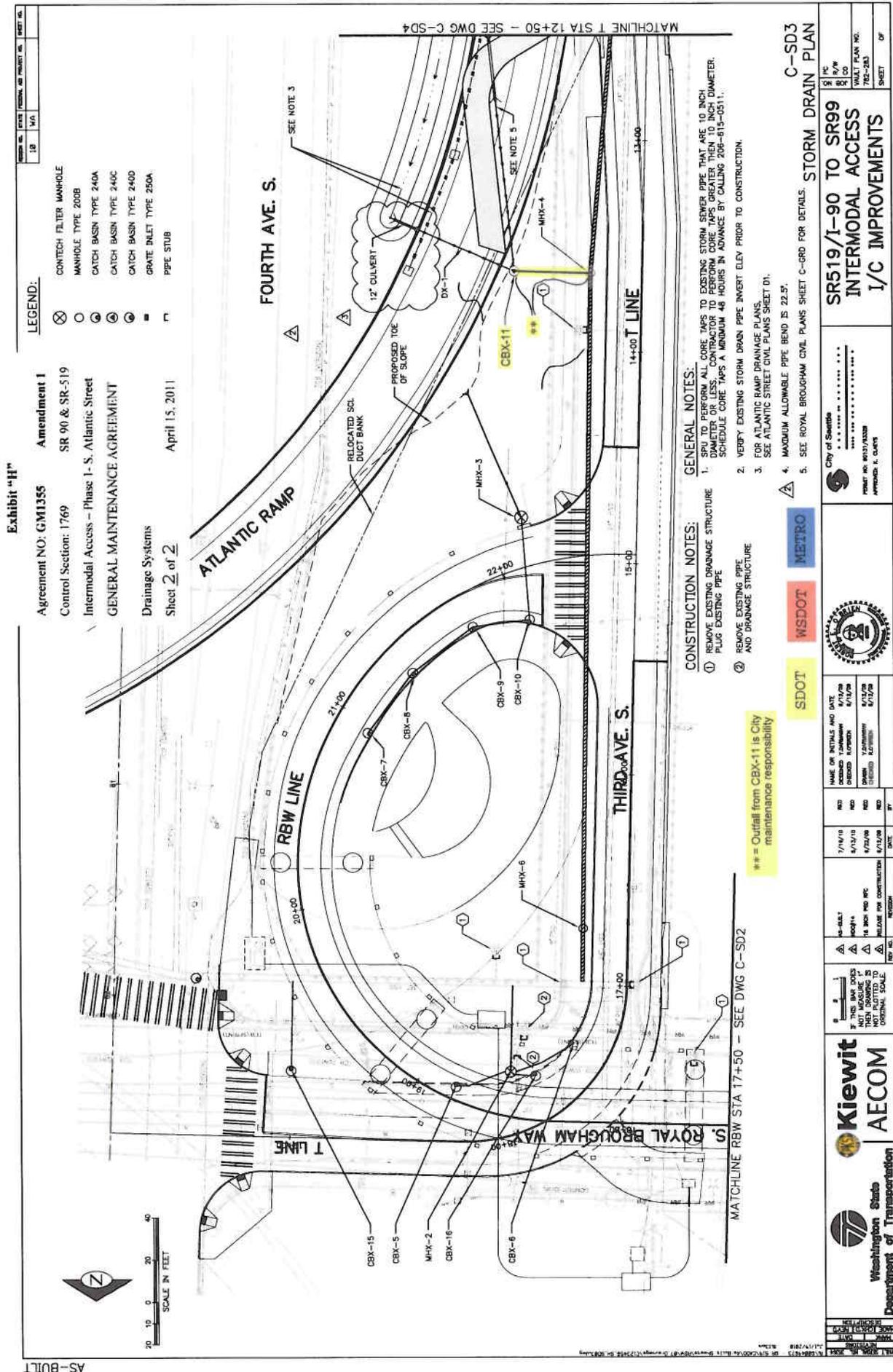


Exhibit "H"
 Agreement NO: GM1355 Amendment 1
 Control Section: 1769 SR 90 & SR-519
 Intermodal Access - Phase 1-S, Atlantic Street
 GENERAL MAINTENANCE AGREEMENT
 Drainage Systems
 Sheet 2 of 2
 April 15, 2011

- 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:**
1. REMOVE EXISTING DRAINAGE STRUCTURE AND DRAINAGE STRUCTURE
 2. REMOVE EXISTING PIPE AND DRAINAGE STRUCTURE
- GENERAL NOTES:**
1. SLO 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 206-615-0511.
 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.

*# = Outfall from CBX-11 is City maintenance responsibility

C-SD3
 STORM DRAIN PLAN

DATE	BY	CHKD	APP'D

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

City of Seattle
 PROJECT NO. 83173/ASDR
 APPROVED: L. QUAY



NAME OF DETAILS AND DATE	DATE	BY	CHKD
DESIGNED: L. QUAY	8/13/09		
DRAWN: J. ANDERSON	8/13/09		
CHECKED: J. ANDERSON	8/13/09		

DATE	BY	CHKD

DATE	BY	CHKD

Kiewit
AECOM



