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Joyce Kling
SDOT SR 519 Project Acquisition ORD
July 3, 2014
Version #5

CITY OF SEATTLE
ORDINANCE _____
COUNCIL BILL 118280

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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 ____ day of _____, 2014, and
2 signed by me in open session in authentication of its passage this
3 ____ day of _____, 2014.

4 _____
5 _____
6 President _____ of the City Council

7
8 Approved by me this ____ day of _____, 2014.

9 _____
10 _____
11 Edward B. Murray, Mayor

12
13 Filed by me this ____ day of _____, 2014.

14 _____
15 _____
16 Monica Martinez Simmons, City Clerk

17 (Seal)

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

22 Exhibit A to Attachment 1: Vicinity Map

23 Exhibit B to Attachment 1: Project Conveyance Properties

24 Exhibit C to Attachment 1: Project Transfer Properties

25 Exhibit D to Attachment 1: City Turnback Properties

26 Exhibit E to Attachment 1: Ownerships, Right of Way and Easements



- 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
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- 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;

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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.
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6 **2. DEFINITIONS**
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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 (MTCA); 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
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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.
44



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
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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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5. TURNBACK PROPERTY

10 5.1 Transfer of operation and maintenance responsibilities for the City Turnback Property, as
11 shown on Exhibit D, from the State to the City shall become effective upon execution of this
12 Agreement.
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6. CITY INFRASTRUCTURE

25 6.1 The State and City agreed, with certain limited exceptions addressed in GM 1355,
26 General Maintenance Agreement, SR 519 Phase 1 as amended, that the design and construction
27 of City Infrastructure would conform to City of Seattle ordinances, rules, regulations, and
28 standards, and applicable federal and state laws, rules, regulations, and standards, in effect at the
29 time construction was completed on the Project, including but not limited to the following:
30

31 6.1.1 The Seattle Municipal Code

32 6.1.2 The City of Seattle Standard Specifications for Road, Bridge and Municipal
33 Construction, 2008 edition

34 6.1.3 City of Seattle Standard Plans for Municipal Construction, 2008 edition

35 6.1.4 SDOT, Seattle City Light, Seattle Department of Planning and Development
36 (DPD), and Seattle Public Utilities Director's Rules, including the City of Seattle Right
37 of Way Improvements Manual effective on the date of Phase 1 Project and 2005-22 for
38 Phase 2 Project.
39

40 6.2 The State was the sole authority for planning, design, and construction administration of
41 the Project. The City provided qualified staff and consultants during design who reviewed plans
42 and other material for conformance with City standards and for issuance of Street Use Permits,
43 and during construction communicated with State officials in evaluating the conformity of the
44 construction of City Infrastructure with Approved Plans and Street Use Permits and performed
45 certain other work.

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

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

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

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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
19 8.3 Environmental Indemnification for Project Transfer Property

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.
28
29
30
31

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

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

15
16
17
18
19 _____
20 Date

Date

21
22 APPROVED AS TO FORM:

23
24
25
26 _____
27 By

Assistant Attorney General

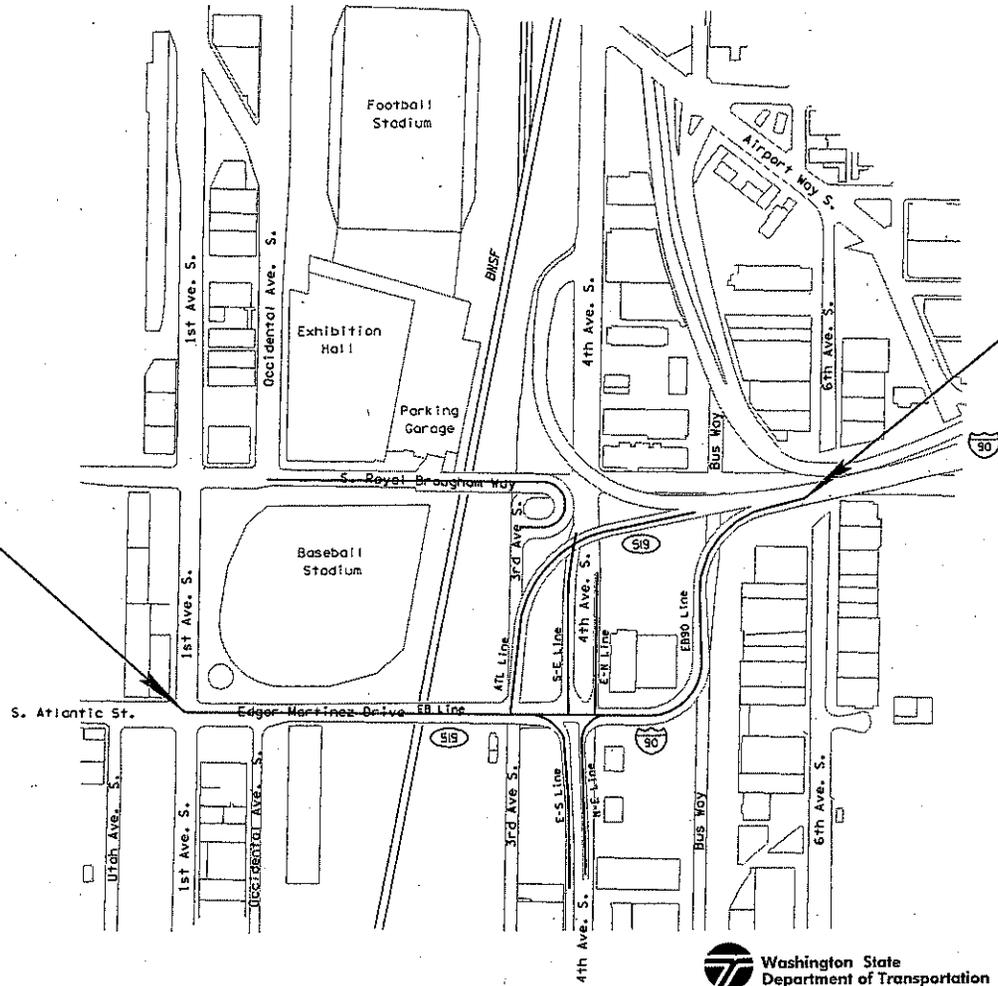
28
29 _____
30 Date

Date

31
32
33

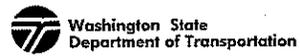


T.24N. R4E. W.M.
 City of Seattle



BEGIN PROJECT
 SR 90 MP 2.30

END PROJECT
 SR 519 MP 0.24

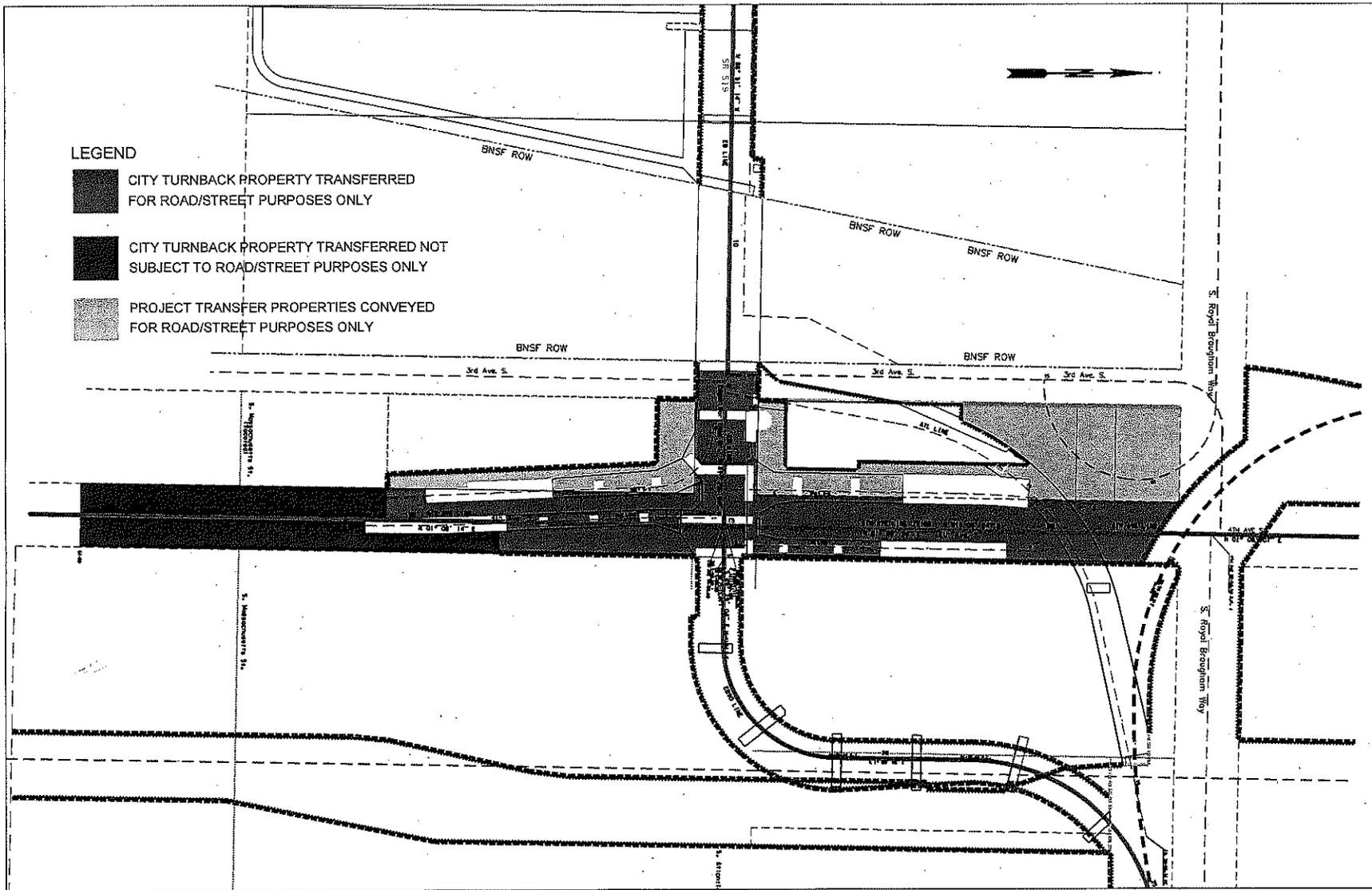


| | |
|--|--|
| SR 519 & I-90 | |
| Intermodal Access - Phase 1 & 2 S. Royal Brougham Way I-90 & SR 519 Connection | |
| SHEET 1 OF 1 SHEETS | |

VICINITY MAP

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

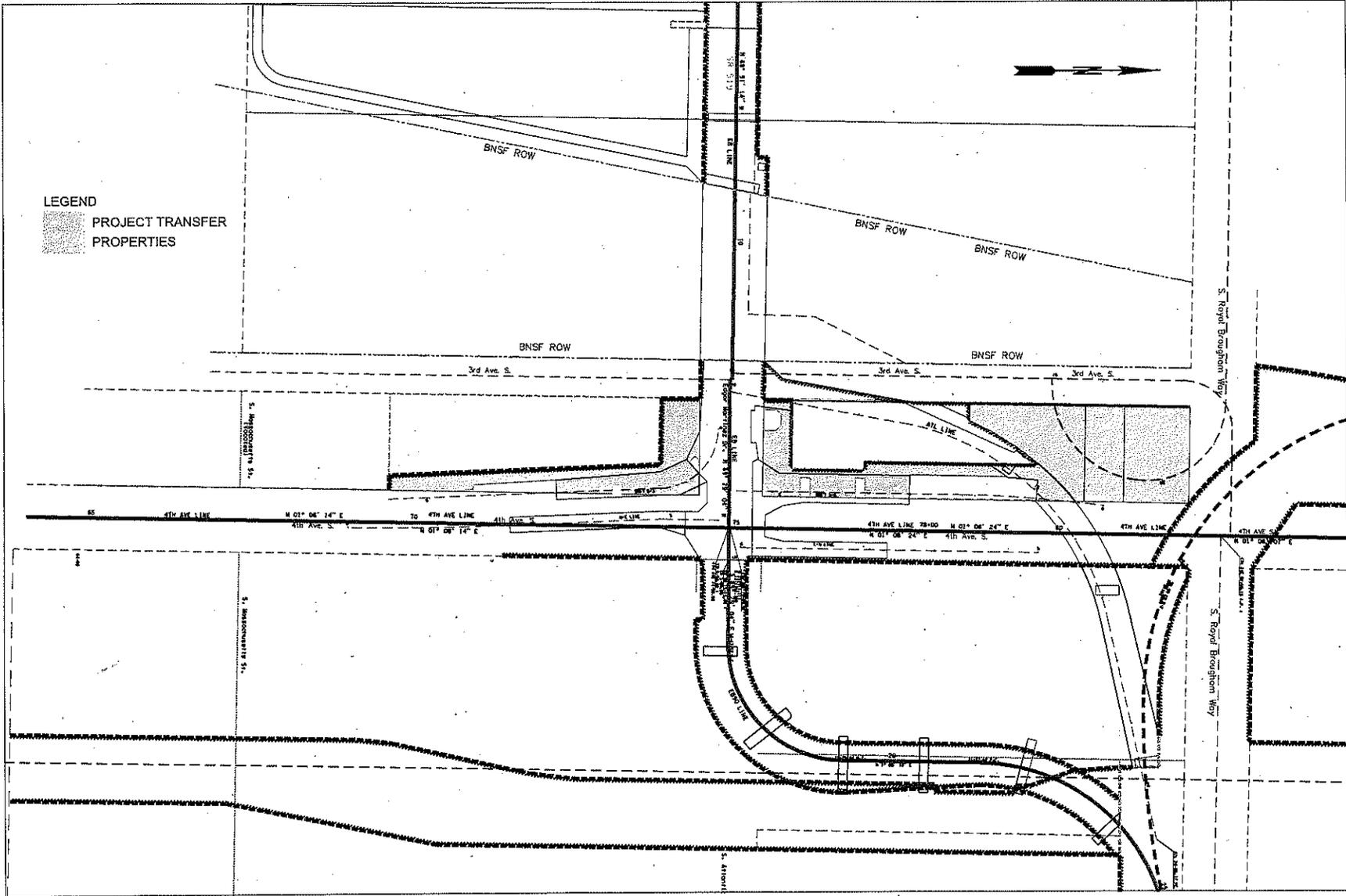




PROJECT CONVEYANCE
 PROPERTIES

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

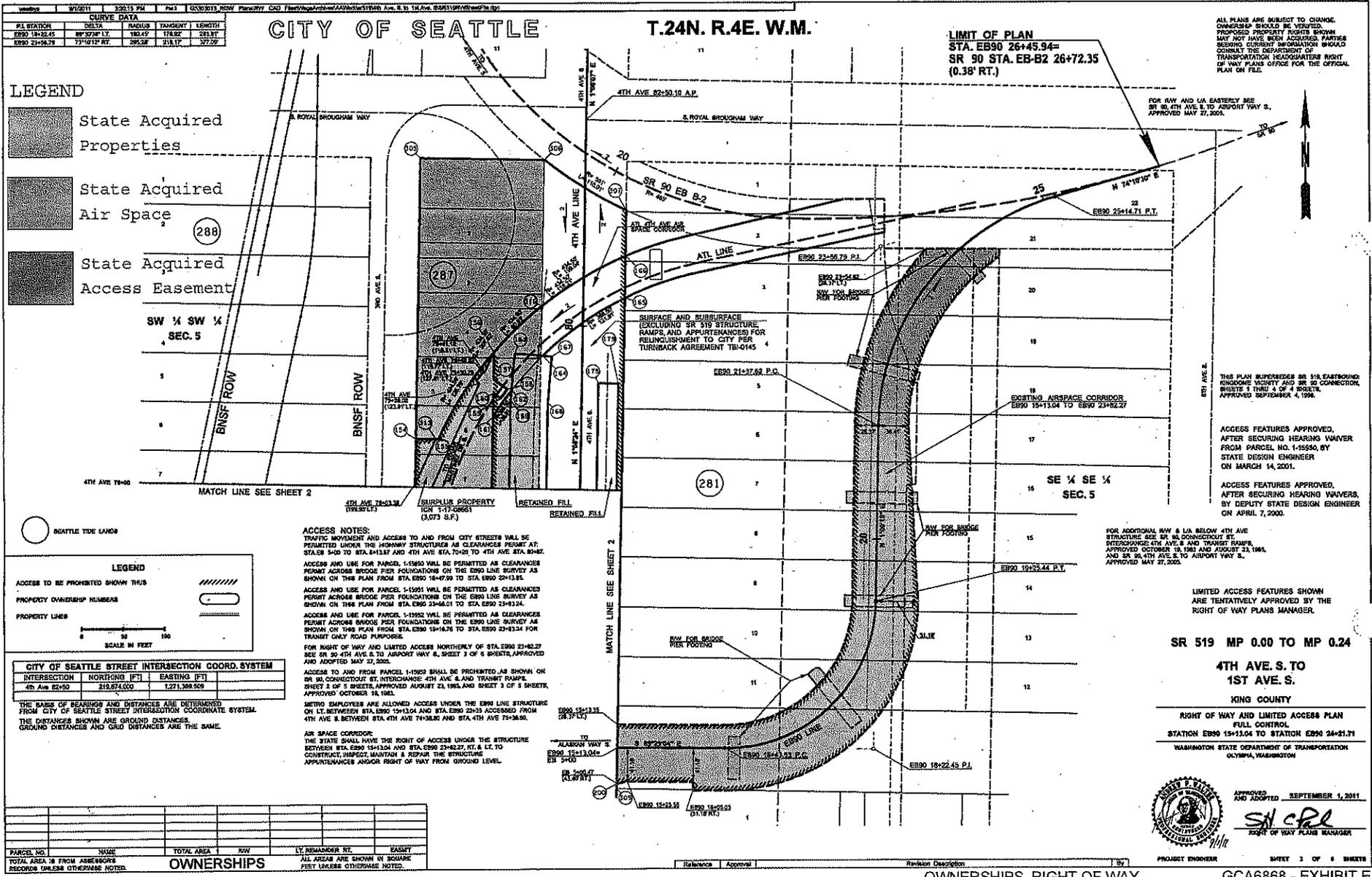




PROJECT TRANSFER
PROPERTIES

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





CURVE DATA

| PI STATION | DELTA | RADIUS | TANGENT | LENGTH |
|---------------|-------------|--------|---------|--------|
| EB90 18+22.45 | 89°32'30" L | 183.45 | 178.92 | 281.97 |
| EB90 24+36.78 | 73°10'12" R | 205.38 | 218.17 | 377.02 |

- 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 EB&S | 210,874.000 | 1,271,388.508 |

THE BASIS OF BEARING 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.

| PARCEL NO. | OWNER | TOTAL AREA | R/W | EY. REMAINDER ST. | EASMT |
|--|-------|------------|-----|-------------------|-------|
| OWNERSHIPS | | | | | |
| TOTAL AREA IS FROM AERIALS/RECORDS UNLESS OTHERWISE NOTED. | | | | | |
| ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED. | | | | | |

ACCESS NOTES:

TRAFFIC MOVEMENT AND ACCESS TO AND FROM CITY STREETS WILL BE PERMITTED UNDER THE HIGHWAY STRUCTURES AS CLEARANCES PERMIT AT: STA. 5+00 TO STA. 8+13.87 AND 4TH AVE STA. 7+00 TO 4TH AVE STA. 8+04.7.

ACCESS AND USE FOR PARCEL 1-1580 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 24+13.8.

ACCESS AND USE FOR PARCEL 1-1595 WILL BE PERMITTED AS CLEARANCES PERMIT ACROSS BRIDGE PIER FOUNDATIONS ON THE EB90 LINE SURVEY AS SHOWN ON THIS PLAN FROM STA. EB90 23+64.01 TO STA. EB90 23+93.24.

ACCESS AND USE FOR PARCEL 1-1592 WILL BE PERMITTED AS CLEARANCES PERMIT ACROSS BRIDGE PIER FOUNDATIONS ON THE EB90 LINE SURVEY AS SHOWN ON THIS PLAN FROM STA. EB90 15+16.76 TO STA. EB90 23+23.34 FOR TRAVEL ONLY ROAD PURPOSES.

FOR RIGHT OF WAY AND LIMITED ACCESS NORTHERLY OF STA. EB90 23+42.27 SEE SR 30 4TH AVE S. TO AIRPORT WAY S., SHEET 3 OF 6 SHEETS, APPROVED AND ADOPED MAY 27, 2009.

ACCESS TO AND FROM PARCEL 1-1593 SHALL BE PERMITTED AS SHOWN ON SR 30 CONNECTOR AT INTERCHANGE 4TH AVE S. AND TRAVEL RAMP, SHEET 3 OF 3 SHEETS, APPROVED AUGUST 13, 1993, 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+10.04 AND STA. EB90 22+33 ACCROSS FROM 4TH AVE S. BETWEEN STA. 4TH AVE 7+38.82 AND STA. 4TH AVE 7+34.80.

AIR SPACE CORRIDOR:
THE STATE SHALL HAVE THE RIGHT OF ACCESS UNDER THE STRUCTURE BETWEEN STA. EB90 15+10.04 AND STA. EB90 22+42.27, RT. & LT. TO CONSTRUCT, MAINTAIN & REPAIR THE STRUCTURE APPURTENANCES AND/OR RIGHT OF WAY FROM GROUND LEVEL.

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. CHANGES SHOULD BE NOTED. PROPOSED PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED. PARTIES BEARING CURRENT INFORMATION SHOULD CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS RIGHT OF WAY PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE.

FOR R/W AND L/A EASTERLY SEE SR 30, 4TH AVE S. TO AIRPORT WAY S., APPROVED MAY 27, 2009.

THIS PLAN SUPERSEDES SR 519 EASTBOUND R/W AND L/A AND BE S. CONNECTOR, SHEETS 1 THRU 4 OF 4 SHEETS, APPROVED SEPTEMBER 4, 1994.

ACCESS FEATURES APPROVED, AFTER SECURING HEARING WAIVER FROM PARCEL NO. 1-1595, BY STATE DESIGN ENGINEER ON MARCH 14, 2001.

ACCESS FEATURES APPROVED, AFTER SECURING HEARING WAIVERS, BY DEPUTY STATE DESIGN ENGINEER ON APRIL 7, 2009.

FOR ADDITIONAL R/W & L/A BELOW 4TH AVE STRUCTURE SEE SR 30 CONNECTOR AT INTERCHANGE 4TH AVE S. AND TRAVEL RAMP, APPROVED OCTOBER 18, 1983 AND AUGUST 21, 1993, AND SR 30 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+10.04 TO STATION EB90 24+21.71
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON



APPROVED AND ADOPTED SEPTEMBER 4, 2011

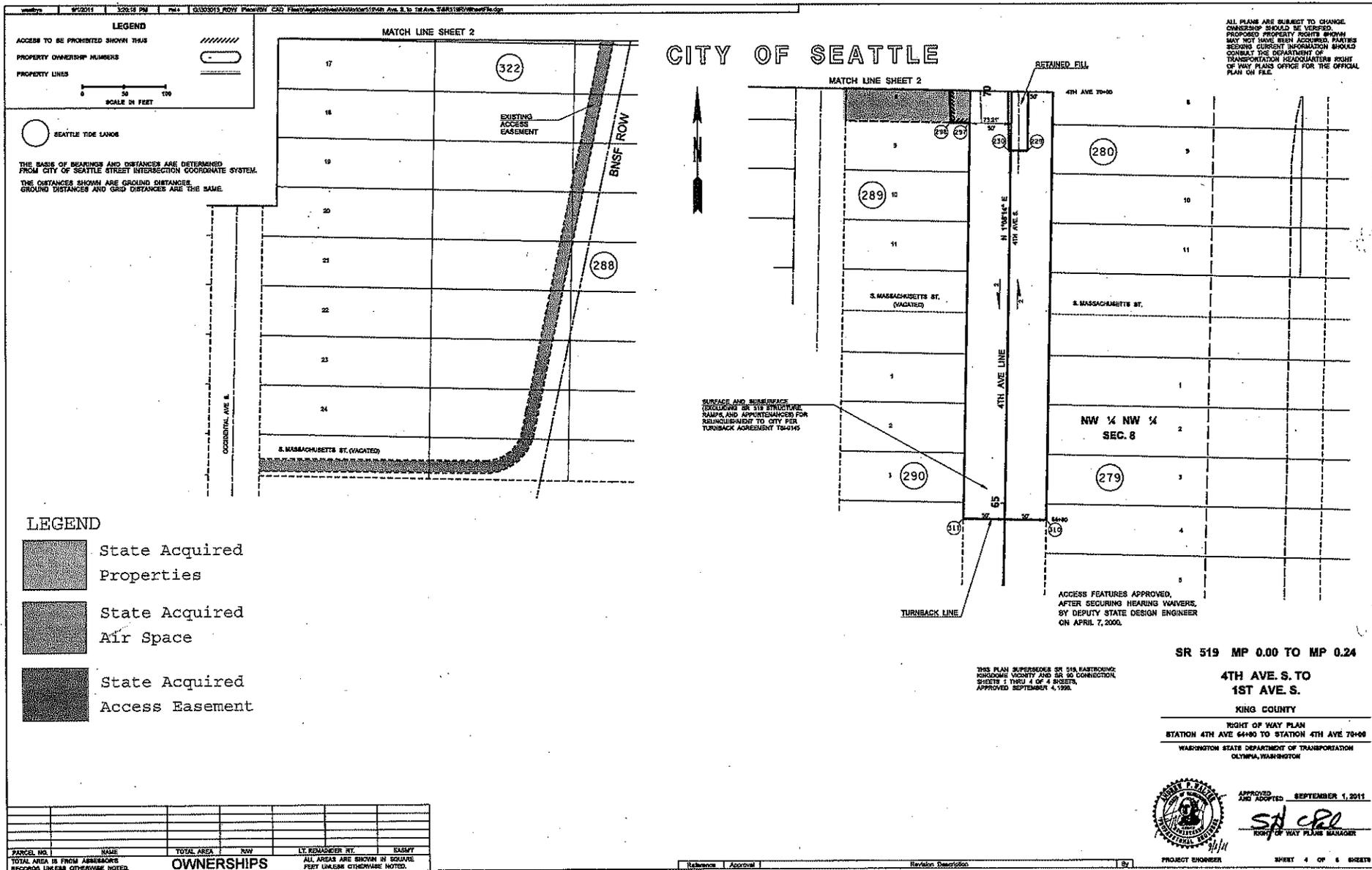
S. C. R.
STATE DESIGN ENGINEER
RIGHT OF WAY PLANS MANAGER

OWNERSHIPS, RIGHT OF WAY AND EASEMENTS

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



EXHIBIT E TO SDOT SR 519 Project Acquisition ORD ATT 1



ALL PLANS ARE SUBJECT TO CHANGE. OWNERSHIP SHOULD BE VERIFIED. PROPOSED PROPERTY ROUTE SHOWN MAY NOT HAVE BEEN ACCURATE. PARTIES BEARING CURRENT INFORMATION SHOULD CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS PRIOR TO ANY PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE.

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

THIS PLAN SUPERSEDES SR 519 EASTBOUND KINGDOM VICTORY AND SR 50 CONNECTION, SHEETS 1 THRU 4 OF 4 SHEETS, APPROVED SEPTEMBER 4, 1999.

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 ACCEPTED SEPTEMBER 1, 2011

SAH CRL
RIGHT OF WAY PLANS MANAGER

PROJECT ENGINEER

SHEET 4 OF 6 SHEETS

| PARCEL NO. | USAGE | TOTAL AREA SQFT | ROW | LT. REMARKS BY | EASMT |
|--|-------|-----------------|-----|----------------|-------|
| OWNERSHIPS | | | | | |
| TOTAL AREA IS FROM AERIALS/PHOTO RECORDS UNLESS OTHERWISE NOTED. | | | | | |
| ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED. | | | | | |

Revision Description | Date | By | Approved |

OWNERSHIPS, RIGHT OF WAY AND EASEMENTS

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

Exhibit E to SDOT SR 519 Project Acquisition ORD ATT 1



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

View: 3/22/11 3:25:11 PM Plot: C:\p\2013\RDW\Plan\RDW CAD File\Map\Arrows\AAR\Ord\SR519WB Ave. S to 1st Ave. SR519WB\Sheet06.dwg

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

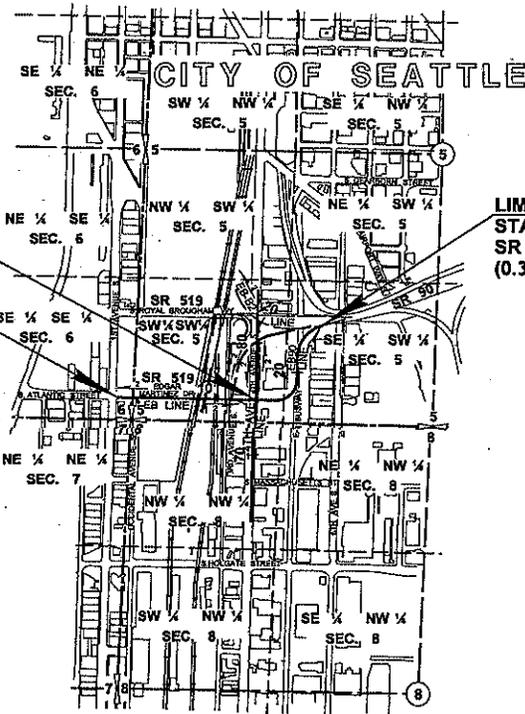
ALL PLANS ARE SUBJECT TO CHANGE. OWNERSHIP SHOULD BE VERIFIED. PROPOSED PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED. PARTIES SEEKING CURRENT INFORMATION SHOULD CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS RIGHT OF WAY PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE.



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 KINGDOME VICINITY AND SR 90 CONNECTION SHEETS 1 THRU 4 OF 4 SHEETS APPROVED SEPTEMBER 4, 2008.

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 9, 2011



Signature
RIGHT OF WAY PLANS MANAGER

PROJECT ENGINEER SHEET 5 OF 6 SHEETS

LEGEND

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

SCALE IN FEET
0 500 1000

Reference Approval Revision Description By

RIGHT OF WAY AND
LIMITED ACCESS PLAN

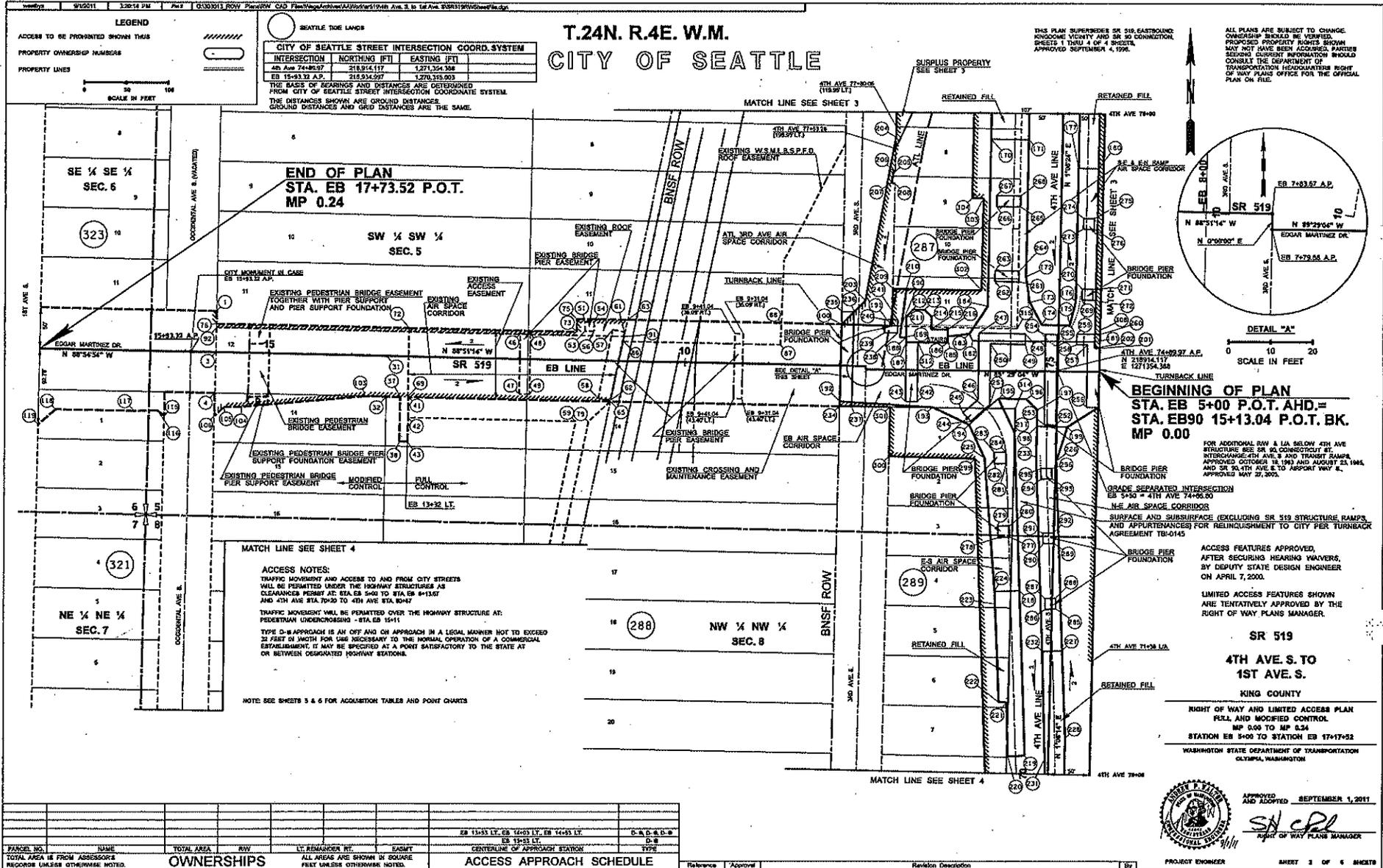
GCA6868 - EXHIBIT F
PAGE 1 OF 6

03-15-12

Exhibit F to SR 519 Project Acquisition ORD ATT 1



Joyce Kling, SDOT SR 519 Project Acquisition ORD 3, 1st EHX P, March 14, 2014, Version #1



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

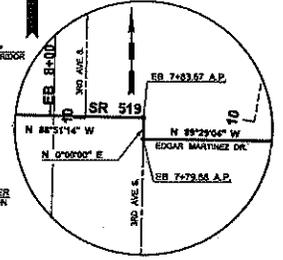
CITY OF SEATTLE STREET INTERSECTION COORD. SYSTEM

| INTERSECTION | NORTHING (FT) | EASTING (FT) |
|------------------|---------------|--------------|
| 4th Ave 74+83.57 | 51834.117 | 1271354.336 |
| EB 15+83.32 A.P. | 51834.097 | 1270355.003 |

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.

THIS PLAN SUPERSEDES SR 519, EASTBOUND, KINGDOM VICINITY AND SR 30 CONNECTION, SHEETS 1 THRU 4 OF 4 SHEETS, APPROVED SEPTEMBER 4, 1996.

ALL PLANS ARE SUBJECT TO CHANGE. CONDITIONS SHOULD BE VERIFIED. PROPOSED PROPERTY BOUNDARIES SHOWN MAY NOT HAVE BEEN ACCURATE. PARTIES SECURING CURRENT INFORMATION SHOULD CONSULT THE DEPARTMENT OF TRANSPORTATION FOR THE OFFICIAL PLAN ON FILE.



BEGINNING OF PLAN
STA. EB 5+00 P.O.T. A.H.D.
STA. EB90 15+13.04 P.O.T. B.K.
MP 0.00

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

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

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

RIGHT OF WAY AND LIMITED ACCESS PLAN
FULL AND MODIFIED CONTROL
MP 0.00 TO MP 0.34
STATION EB 5+00 TO STATION EB 17+73.52
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON



APPROVED AND ADOPTED SEPTEMBER 4, 2011

SN cpl
ASST. OF WAY PLANS MANAGER

PROJECT ENGINEER SHEET 3 OF 6 SHEETS

| PARCEL NO. | NAME | TOTAL AREA | R/W | LV. REMAINDER RT. | EASMT. | CENTRELINE OF APPROACH STATION | TYPE |
|------------|------|------------|-----|-------------------|--------|--------------------------------|-----------|
| | | | | | | EB 13+92 LT. | D-R-D-E-D |
| | | | | | | EB 13+92 LT. | D |
| | | | | | | EB 14+93 LT. | D |

TOTAL AREA IS FROM ASSESSOR'S RECORDS UNLESS OTHERWISE NOTED.

Exhibit F to SDOT SR 519 Project Acquisition ORD ATT 1

| PL. STATION | DELTA | RADIUS | TANGENT | LENGTH |
|---------------|---------------|--------|---------|--------|
| EB90 18+22.45 | 89°30'34" LT. | 186.45 | 178.92 | 281.81 |
| EB90 23+56.75 | 77°10'17" RT. | 356.34 | 316.17 | 577.69 |

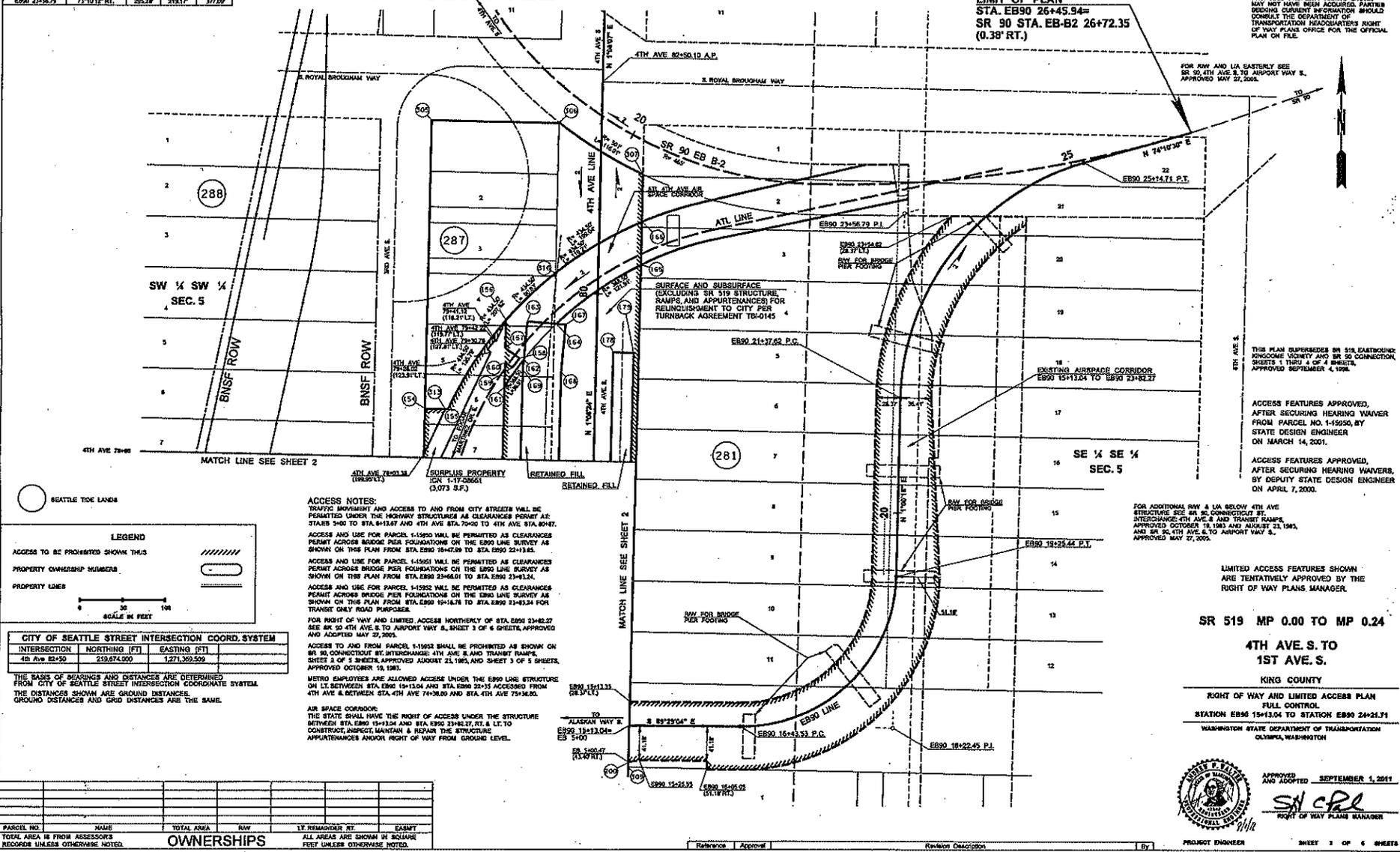
CITY OF SEATTLE

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. CHANGES SHOULD BE MADE AS PROPOSED PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACCURATELY REFLECTING CURRENT INFORMATION. SHOULD CONSULT THE DEPARTMENT OF TRANSPORTATION RECORDERS RIGHT OF WAY PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE.

FOR ROW AND LA EASTERLY SEE SR 90 4TH AVE S TO AIRPORT WAY S. APPROVED MAY 27, 2005.



THIS PLAN SUPERSEDES BY SUBSEQUENT KINGDOM VILLAGE AND SR 50 CONNECTION, SHEETS 1 THRU 3 OF 4 SHEETS, APPROVED SEPTEMBER 8, 1998.

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 & LA BELOW 4TH AVE STRUCTURE SEE SR 50 CONNECTION, INTERCHANGING 4TH AVE S AND TRANSIT RAMP, APPROVED OCTOBER 19, 1993 AND AUGUST 23, 1993, 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 24+21.71
 WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
 OLYMPIA, WASHINGTON



APPROVED AND ADOPTED SEPTEMBER 1, 2001
 [Signature]
 RIGHT OF WAY PLANS MANAGER

ACCESS NOTES:
 TRAFFIC MOVEMENT AND ACCESS TO AND FROM CITY STREETS WILL BE PERMITTED UNDER THE HIGHWAY STRUCTURE AS CLEARANCES FROM AS STATED 5+00 TO STA. 6+13.67 AND 4TH AVE STA. 7+00 TO 4TH AVE STA. 8+04.7.

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 15+13.04 TO STA. EB90 21+13.65.

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+45.91 TO STA. EB90 23+13.64.

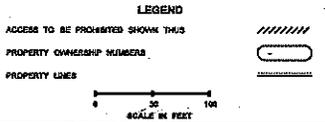
ACCESS AND USE FOR PARCEL 1-15952 WILL BE PERMITTED AS CLEARANCES PERMIT ACROSS BRIDGE PIER FOUNDATIONS ON THE EB90 LINE SURVEY AS SHOWN ON THIS PLAN FROM STA. EB90 19+16.78 TO STA. EB90 21+43.24 FOR TRANSIT ONLY ROAD PURPOSES.

FOR RIGHT OF WAY AND LIMITED ACCESS NORTHERLY OF STA. EB90 23+42.27 SEE SR 50 4TH AVE S TO AIRPORT WAY S, SHEET 3 OF 6 SHEETS, APPROVED AND ADOPTED MAY 27, 2005.

ACCESS TO AND FROM PARCEL 1-15952 SHALL BE PERMITTED AS SHOWN ON SR 50 CONNECTION BY INTERCHANGING 4TH AVE S AND TRANSIT RAMP, SHEET 3 OF 4 SHEETS, APPROVED AUGUST 23, 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 19+13.04 AND STA. EB90 22+15 ACCESSOR FROM 4TH AVE S BETWEEN STA. 4TH AVE S+30.00 AND STA. 4TH AVE S+75.00.

AIR SPACE CORRIDOR: THE STATE SHALL HAVE THE RIGHT OF ACCESS UNDER THE STRUCTURE BETWEEN STA. EB90 15+13.04 AND STA. EB90 23+42.27, RT. & LT. TO CONSTRUCT, MAINTAIN & REPAIR THE STRUCTURE APPURTENANCES AND/OR RIGHT OF WAY FROM GROUND LEVEL.



CITY OF SEATTLE STREET INTERSECTION COORD. SYSTEM

| INTERSECTION | NORTHING (FT) | EASTING (FT) |
|--------------|---------------|---------------|
| 4th Ave EB90 | 213,674,900 | 1,271,309,500 |

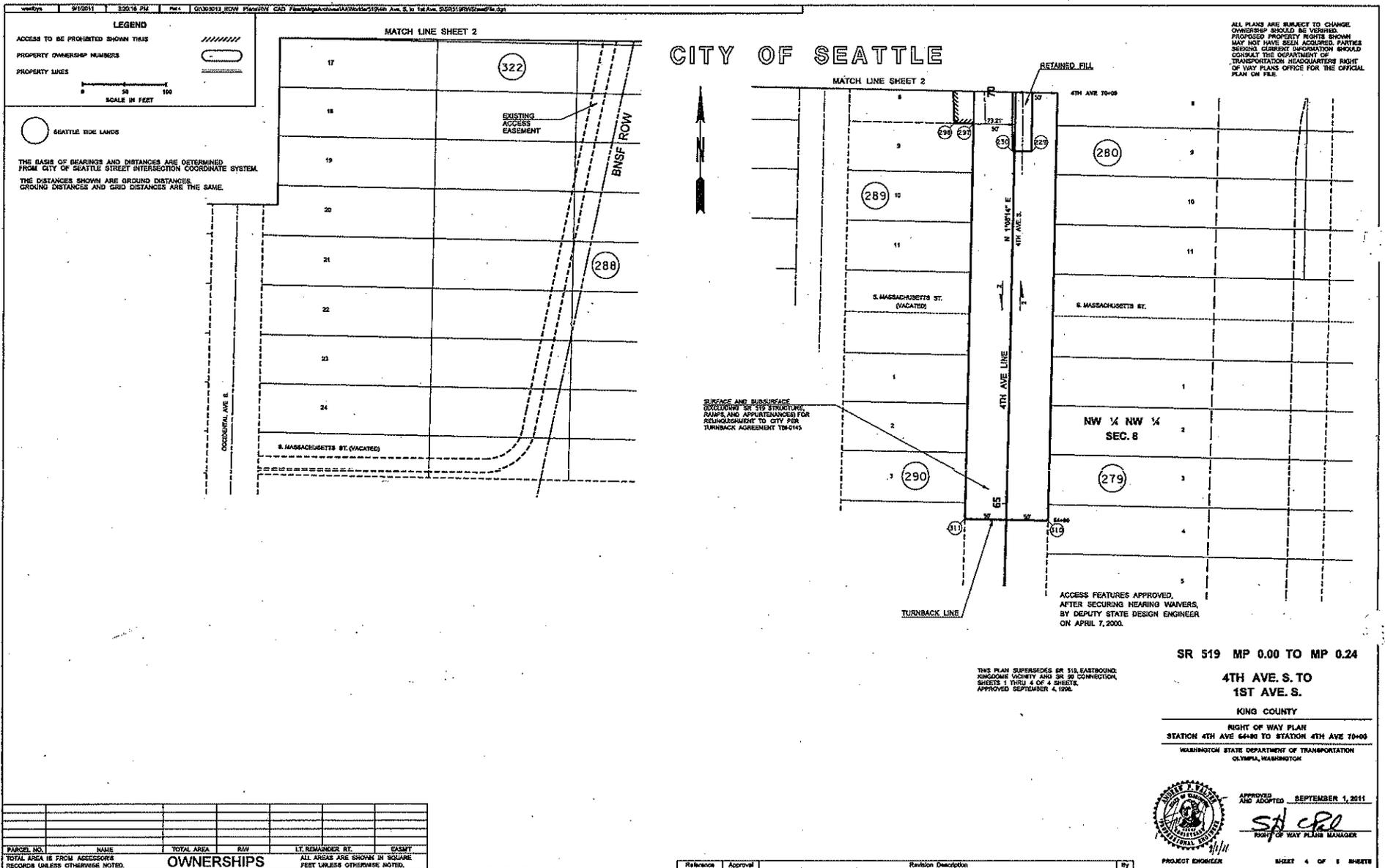
THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED FROM CITY OF SEATTLE STREET INTERSECTION COORDINATE SYSTEM. THE DISTANCES SHOWN ARE GROUND DISTANCES. GROUND DISTANCES AND GRID DISTANCES ARE THE SAME.

| PARCEL NO. | NAME | TOTAL AREA | ROW | LA REMAINDER RT. | ESMT |
|--|------|------------|-----|------------------|------|
| OWNERSHIPS | | | | | |
| TOTAL AREA IS FROM ASSESSORS RECORDS UNLESS OTHERWISE NOTED. | | | | | |
| ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED. | | | | | |

Joyce Kilgus, SDOT SR 519 Project Acquisition OPR 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



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

SURFACE AND SUBSURFACE EXISTING OR 519 STRUCTURE, RAMP, AND APPURTENANCES FOR RESUBDIVISION TO CITY FOR TURNBACK AGREEMENT TB-0145

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

THIS PLAN SUPERSEDES SR 519 EASTBOUND KINGDOM VICINITY AND SR 519 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
 SA CRL
 RIGHT OF WAY PLANS MANAGER

| PARCEL NO. | NAME | TOTAL AREA | ROW | LT REMAINDER RT. | EASMT |
|---|------|------------|-----|------------------|-------|
| TOTAL AREA IS FROM ASSESSOR'S RECORDS UNLESS OTHERWISE NOTED. | | | | | |
| OWNERSHIPS | | | | | |
| ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED. | | | | | |

Reference Approval Revision Description By

RIGHT OF WAY AND LIMITED ACCESS PLAN

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

Exhibit F to SDOT SR 519 Project Acquisition ORD ATT 1



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

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

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

LEGEND

ACCESS TO BE PROTECTED SHOWN THUS

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

SCALE IN FEET

SEATTLE TREE LANS

ALL PLANS ARE SUBJECT TO CHANGE. OWNERSHIP SHOULD BE VERIFIED. UNPROVED PROPERTY BOUNDARIES SHOWN MAY NOT HAVE BEEN ACCURATE. PARTIES BEARING CURRENT INFORMATION SHOULD CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS OFFICE OF WAY PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE.

VARIOUS--TURNBACK TO CITY OF SEATTLE
11-15947, 1-15948, 1-15949, WSDOT

| PT | STATION | OFFSET | AREA (SQ) |
|-----|------------------|-------------|-----------|
| 297 | 4TH AVE 69+80.00 | 50' LT. | |
| 298 | 4TH AVE 69+80.00 | 75.21' LT. | |
| 299 | 4TH AVE 73+00.00 | 36.82' LT. | 251,425 |
| 300 | EB 7+50.86 | 106' LT. | |
| 301 | EB 7+30.29 | 48' LT. | |
| 302 | EB 8+13.66 | 50' RT. | |
| 303 | EB 8+13.65 | 50' RT. | |
| 304 | EB 7+49.12 | 53.00' RT. | |
| 305 | EB 7+48.65 | 58.00' RT. | |
| 306 | 4TH AVE 75+85.00 | 95.75' LT. | |
| 307 | 4TH AVE 76+96.00 | 95.75' LT. | |
| 308 | 4TH AVE 76+96.00 | 107' LT. | |
| 309 | 4TH AVE 78+58.74 | 107' LT. | |
| 310 | 4TH AVE 78+58.74 | 112.52' LT. | |
| 311 | 4TH AVE 78+58.74 | 119.82' LT. | |
| 312 | 4TH AVE 78+58.74 | 127.81' LT. | |
| 313 | 4TH AVE 82+00.00 | 50' LT. | |
| 314 | 4TH AVE 82+00.00 | 50' LT. | |
| 315 | 4TH AVE 82+00.00 | 111.01' LT. | |
| 316 | 4TH AVE 81+41.10 | 50' RT. | |
| 317 | 4TH AVE 75+39.38 | 50' RT. | |
| 318 | 4TH AVE 74+39.38 | 50' RT. | |
| 319 | 4TH AVE 84+90.00 | 50' RT. | |
| 320 | 4TH AVE 84+90.00 | 50' RT. | |

SEATTLE CITY LIGHT EASEMENT SURPLUS PROPERTY (IC 11-076661)

| PT | STATION | OFFSET | AREA (SQ) |
|----|------------------|-------------|-----------|
| 1 | 4TH AVE 77+23.26 | 159.55' LT. | |
| 2 | 4TH AVE 78+03.38 | 159.55' LT. | |
| 3 | 4TH AVE 78+58.74 | 175.87' LT. | 3,073 |
| 4 | 4TH AVE 78+58.74 | 181.58' LT. | |
| 5 | 4TH AVE 78+58.74 | 181.58' LT. | |
| 6 | 4TH AVE 78+58.74 | 107' LT. | |
| 7 | 4TH AVE 79+21.12 | 118.21' LT. | |
| 8 | 4TH AVE 79+42.22 | 119.77' LT. | |
| 9 | 4TH AVE 79+50.76 | 127.81' LT. | |
| 10 | 4TH AVE 79+58.02 | 123.81' LT. | |

WSDOT--WSDOT RETAINED PROPERTY

| PT | STATION | OFFSET | AREA (SQ) |
|-----|------------------|-------------|-----------|
| 154 | 4TH AVE 78+58.72 | 193.42' LT. | |
| 155 | 4TH AVE 78+58.72 | 172.45' LT. | 31,039 |
| 156 | 4TH AVE 78+58.72 | 112.66' LT. | |
| 157 | 4TH AVE 78+58.74 | 107' LT. | |
| 158 | 4TH AVE 79+53.26 | 107' LT. | |
| 159 | 4TH AVE 79+21.54 | 90.30' LT. | |
| 160 | 4TH AVE 79+10.08 | 38.34' LT. | |
| 161 | 4TH AVE 79+10.08 | 107' LT. | |
| 162 | 4TH AVE 76+96.00 | 107' LT. | |
| 163 | 4TH AVE 76+96.00 | 93.75' LT. | |
| 164 | 4TH AVE 76+96.00 | 93.75' LT. | |
| 165 | EB 7+48.65 | 38' RT. | |
| 166 | 4TH AVE 77+11 | 139.76' LT. | |
| 167 | 4TH AVE 77+11 | 139.76' LT. | |
| 168 | 4TH AVE 77+25.19 | 139.77' LT. | |
| 169 | 4TH AVE 77+25.19 | 139.77' LT. | |

1-15947--WSDOT (EB NORTH STAIRS)

| PT | STATION | OFFSET | AREA (SQ) |
|-----|------------|------------|-----------|
| 166 | EB 6+82.33 | 33.27' RT. | |
| 167 | EB 7+31.78 | 54.79' RT. | 1,440 |
| 168 | EB 7+31.78 | 54.79' RT. | |
| 169 | EB 7+02.09 | 84.79' RT. | |
| 170 | EB 7+02.09 | 84.79' RT. | |
| 171 | EB 7+02.09 | 84.79' RT. | |
| 172 | EB 7+02.09 | 84.79' RT. | |
| 173 | EB 7+02.09 | 84.79' RT. | |
| 174 | EB 7+02.09 | 84.79' RT. | |
| 175 | EB 7+02.09 | 84.79' RT. | |
| 176 | EB 6+82.33 | 49.58' RT. | |

1-15947--WSDOT (EB AIR SPACE CORRIDOR)
LYING ABOVE ELEVATION 32' BASED ON NAVD 88 VERTICAL DATUM

| PT | STATION | OFFSET | AREA (SQ) |
|-----|------------|------------|-----------|
| 181 | EB 5+09.74 | 36.09' RT. | 32 |
| 182 | EB 6+52.60 | 36.09' RT. | 32 |
| 183 | EB 6+56.60 | 44.95' RT. | 32 |
| 184 | EB 6+82.33 | 41.07' RT. | 32 |
| 185 | EB 6+82.33 | 35.27' RT. | 32 |
| 186 | EB 7+31.78 | 39.15' RT. | 32 |
| 187 | EB 7+31.78 | 35.27' RT. | 32 |
| 188 | EB 7+31.78 | 39.15' RT. | 32 |
| 189 | EB 7+39.85 | 39.15' RT. | 32 |
| 190 | EB 7+37.85 | 52.65' RT. | 32 |
| 191 | EB 7+49.12 | 53.00' RT. | 32 |
| 192 | EB 8+13.66 | 50' RT. | 32 |
| 193 | EB 8+13.66 | 49.86' LT. | 32 |
| 194 | EB 6+52.60 | 66.36' LT. | 32 |
| 195 | EB 6+20.90 | 34.31' LT. | 32 |
| 196 | EB 5+87.55 | 34.31' LT. | 32 |
| 197 | EB 5+74.16 | 47.05' LT. | 32 |
| 198 | EB 5+74.16 | 87.61' LT. | 32 |
| 199 | EB 5+37.58 | 68.00' LT. | 32 |
| 200 | EB 5+00.50 | 44.09' LT. | 32 |
| 201 | EB 5+00.50 | 28.37' RT. | 32 |
| 202 | EB 5+00.50 | 28.37' RT. | 32 |

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

| PT | STATION | OFFSET | AREA (SQ) |
|-------|------------------|------------|-----------|
| 170 | 4TH AVE 77+47.33 | 85.90' LT. | 21 |
| 171 | 4TH AVE 77+87.33 | 40.25' LT. | 21 |
| 172 | 4TH AVE 78+02.72 | 40.73' LT. | 28.4 |
| 173 | 4TH AVE 78+11.96 | 35.53' LT. | 28.9 |
| 174 | 4TH AVE 78+44.61 | 20.81' LT. | 31 |
| 175 | 4TH AVE 78+44.61 | 13.29' RT. | 31 |
| 176 | 4TH AVE 78+73.90 | 19.83' RT. | 29.4 |
| 177 | 4TH AVE 77+34.12 | 19.83' RT. | 29 |
| 178 | 4TH AVE 77+34.12 | 19.83' RT. | 29 |
| 179 | 4TH AVE 77+34.12 | 19.83' RT. | 29 |
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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.

GCA 6868 - EXHIBIT G

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07-18-13

Exhibit G to SDOT SR 519 Project Acquisition ORD ATT 1



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 XXXXXXXXXXXX, 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.

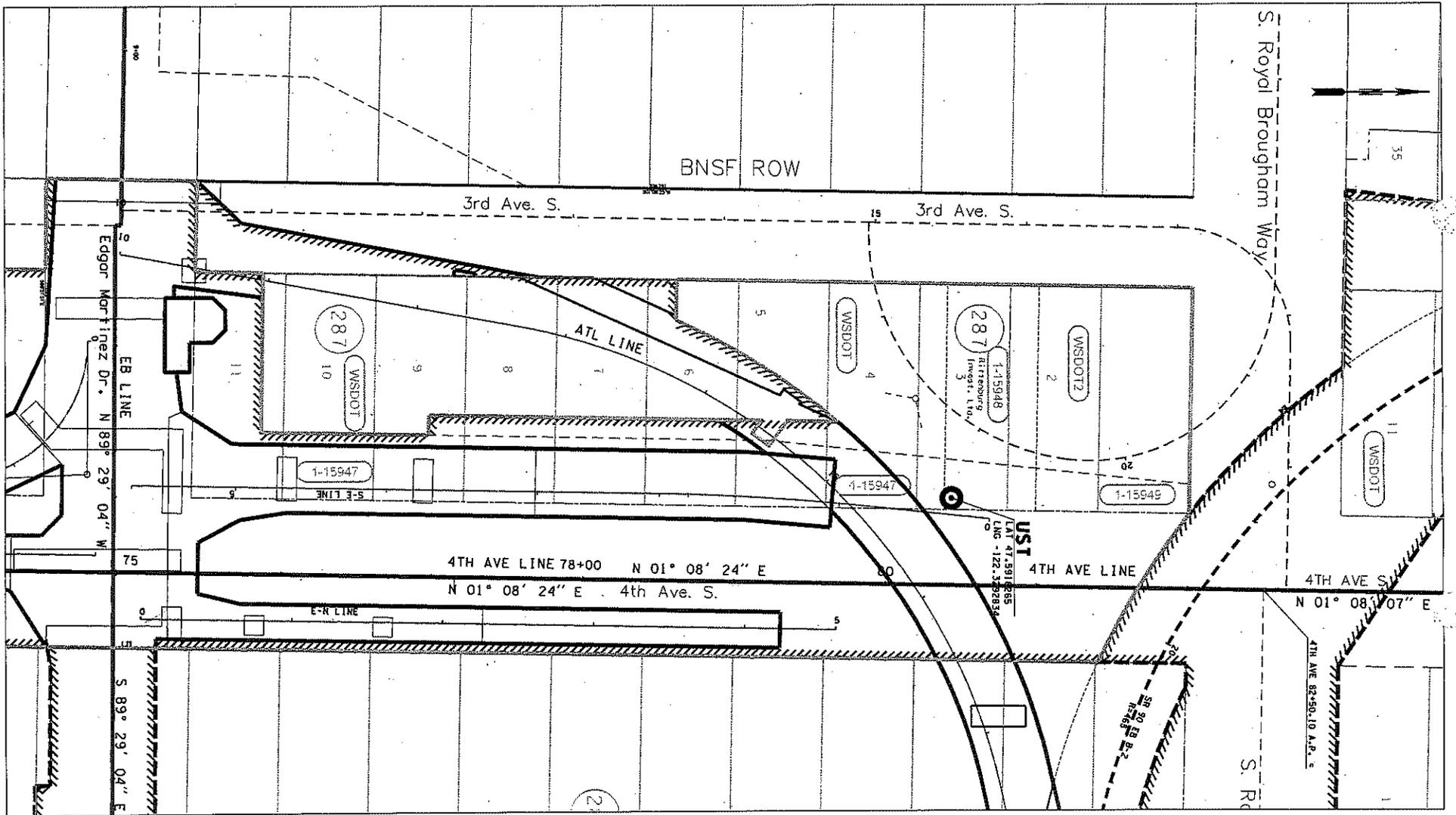
5. The Grantor shall have full control and authority over the design, construction, reconstruction, operation, and maintenance of the SR 519 and I-90 Highway Structures which are defined as the foundations, footings, columns, piers, retaining walls, elevated highway structures, cameras, electrical systems, 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

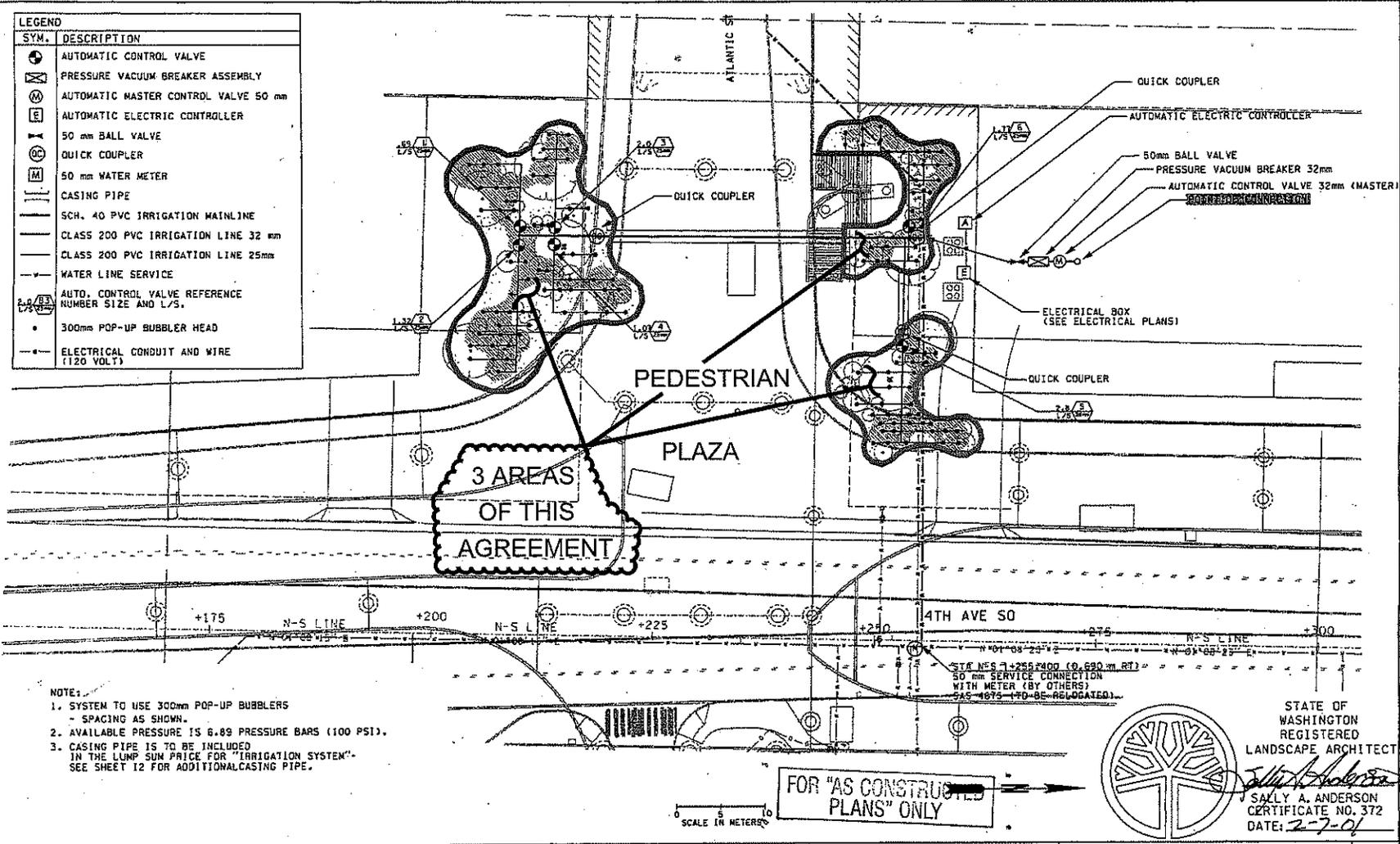
GCA6868 - EXHIBIT H
PAGE 1 OF 1 03-15-12

Exhibit H to SDDOT SR 519 Project Acquisition ORD ATT 1



Roscow
 02/06/2001 5:41:2006\1302\1\Apr\1 2000\p\lens2.dgn
 PLOT4

| LEGEND | |
|--------|--|
| 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 25 mm |
| | 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.

FOR "AS CONSTRUCTED PLANS" ONLY

STATE OF WASHINGTON REGISTERED LANDSCAPE ARCHITECT

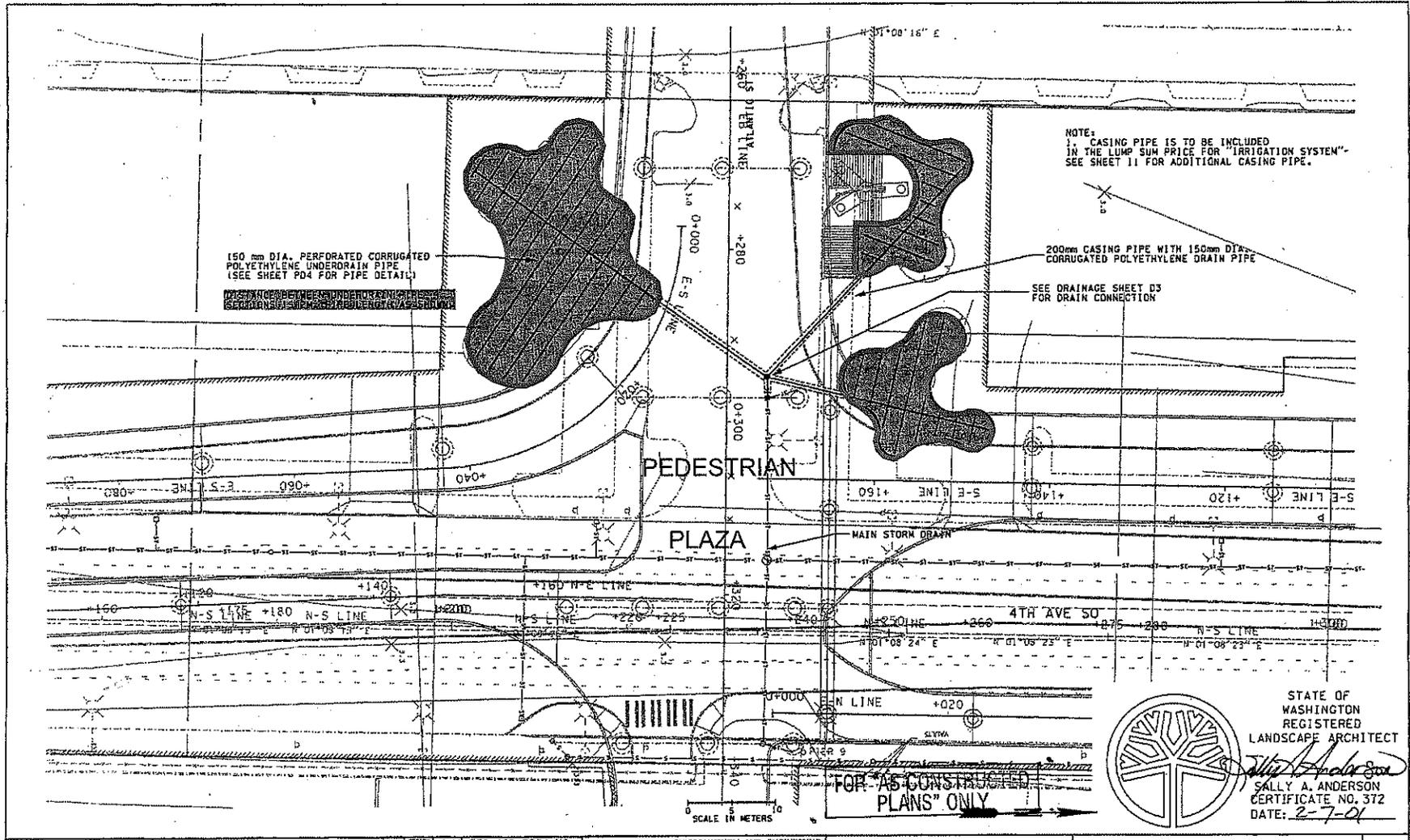
SALLY A. ANDERSON
 CERTIFICATE NO. 372
 DATE: 2-7-01

| | | | | | | | |
|--------------------------|-------------------|--------------|--------------------|--|---|---|----|
| DESIGNED BY N. ROSCOW | REGION 10 | STATE WASH | FED. AID PROJ. NO. | ENVIRONMENTAL AND ENGINEERING SERVICE CENTER | Washington State Department of Transportation | SR 90 AND SR 519 INTERMODAL ACCESS - PHASE I S. ATLANTIC STREET | 11 |
| ENTERED BY K. MCLEAN | JOB NUMBER 99A053 | CONTRACT NO. | IRRIGATION PLAN | | | | |
| CHECKED BY B. MOGLAREN | DATE | DATE | REVISION | BY | | | |
| PROJ. ENGR. B. NESBITT | 12/29/00 | | REPLACEMENT SHEET | NR | | | |
| REGIONAL ADM. J. OKAMOTO | | | | | | | |

Exhibit 1 to SDOT SR 519 Project Acquisition ORD ATT 1



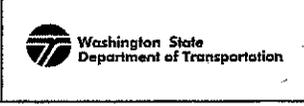
PLOT1 02/07/2001 5:14:12 2006\1302\Apr 11 2000\p1ons2.dgn Roscow\w



STATE OF WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT
Sally A. Anderson
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. Noel AREN | | | | |
| PROJ. ENGR. | B. NEBBITT | | | | |
| REGIONAL ADM. | J. OKAMOTO | | | | |
| DATE | DATE | REVISION | BY | CONTRACT NO. | |
| | | | | | |

| | |
|---|-------------------------|
| ENVIRONMENTAL AND ENGINEERING SERVICE CENTER | JOB NUMBER 99A053 |
| | REVISIONS |
| | 1/26/01 REVISED NOTE NR |

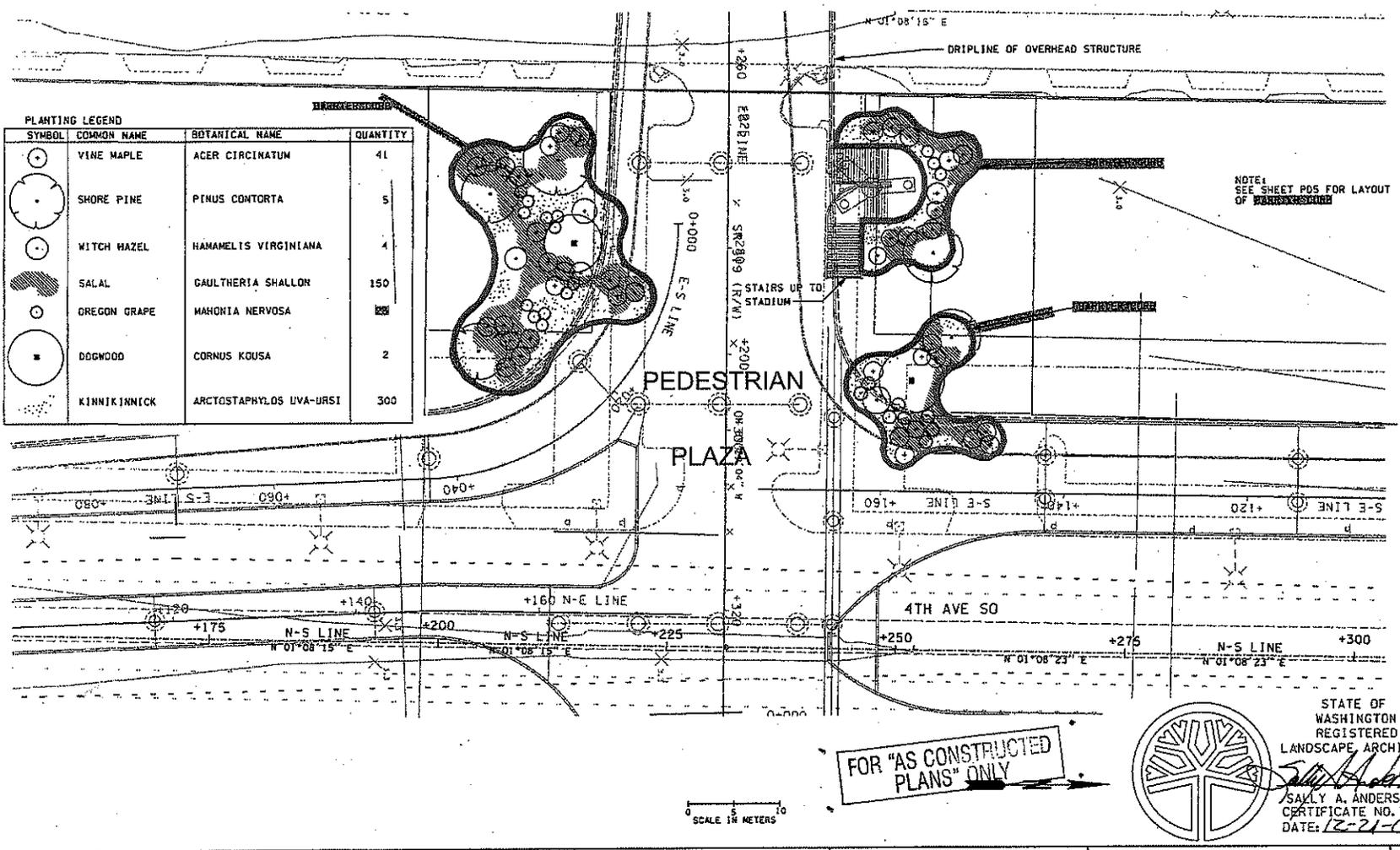


SR 90 AND SR 519
INTERMODAL ACCESS - PHASE I
S. ATLANTIC STREET
IRRIGATION DRAINAGE PLAN 12

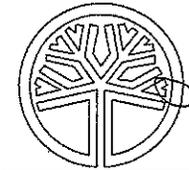


12/21/2000 st\412006\13021\April 1 2000\p1ons2.dgn Styler A

| 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 | 20 |
| | DOGWOOD | CORNUS KOUSA | 2 |
| | KINNIKINNICK | ARCTOSTAPHYLOS LVA-URSI | 300 |



FOR "AS CONSTRUCTED PLANS" ONLY

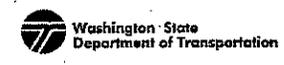


STATE OF WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT
Sally A. Anderson
SALLY A. ANDERSON
CERTIFICATE NO. 372
DATE: 12-21-00

| | |
|---------------|-------------|
| DESIGNED BY | N. ROSCOW |
| ENTERED BY | K. MCLEAN |
| CHECKED BY | B. MOULAREN |
| PROJ. ENGR. | B. WESBITT |
| REGIONAL ADM. | J. OKAMOTO |
| DATE | DATE |
| REVISION | BY |

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

ENVIRONMENTAL AND ENGINEERING SERVICE CENTER



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

L4



**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





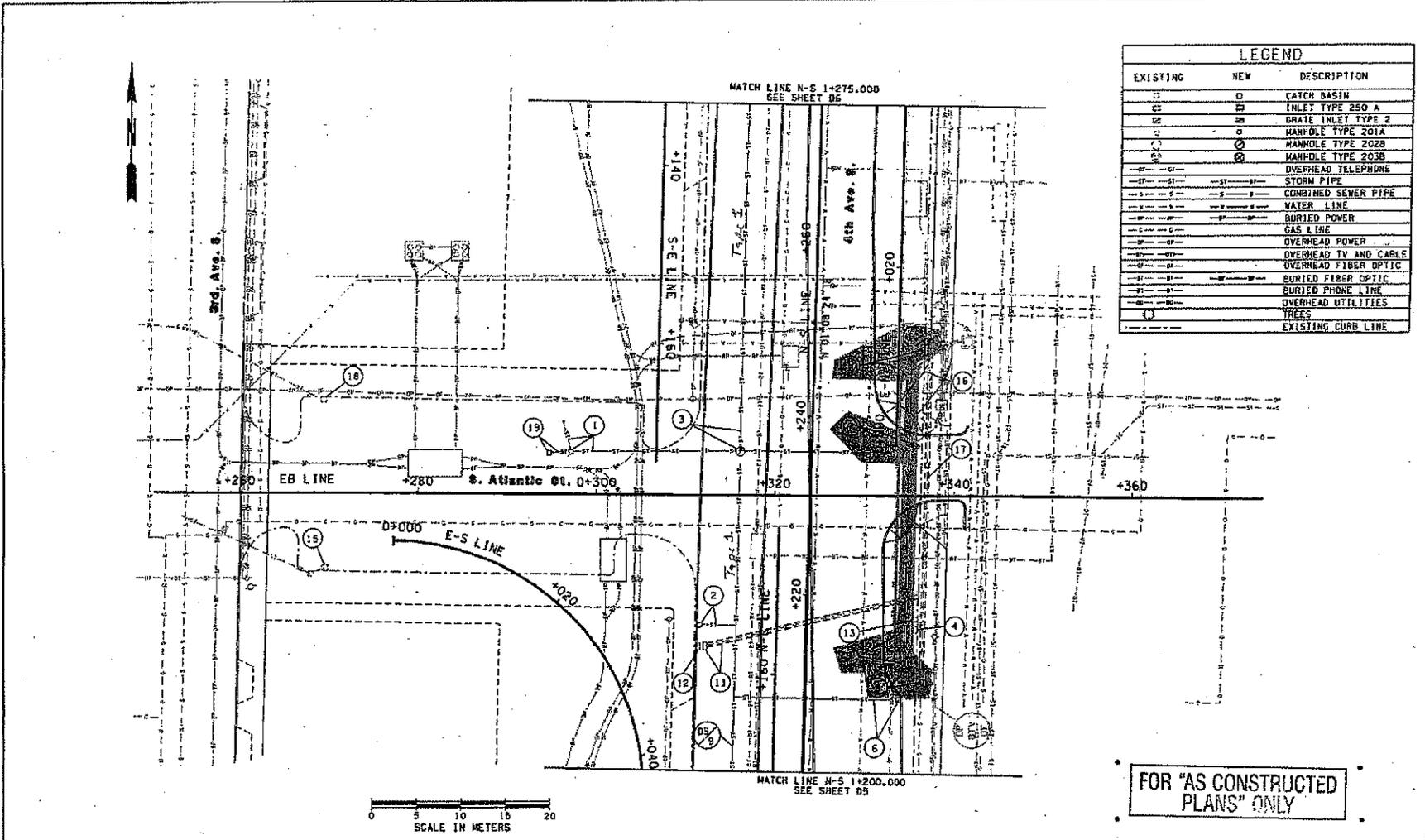
Exhibit K – City Infrastructure

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 Signals & ITS Systems 
- Irrigation Systems 
- Bridge Underdeck Lighting 



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

FOR "AS CONSTRUCTED
 PLANS" ONLY

| | | | | | | | | |
|--------------------------|----------|---------------------------|----|---------|--|---|--|------------------------|
| DESIGNED BY S.H./M.A | 4/23/02 | REV. SEWER LOC | EC | 10 WASH | ENVIRONMENTAL AND ENGINEERING SERVICE CENTER | Washington State Department of Transportation | SR 90 AND SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET | D3 |
| ENTERED BY M. ARAKELYAN | 1/26/01 | LEGEND REVISED | LL | 99A053 | | | | |
| CHECKED BY S. HART | 12/29/00 | ADDED STRUCTURES D3-19 | | | | | | SHEET 96 OF 948 METERS |
| PROJ. ENGR. B. NEBBITT | | REL. LOC. STRUCTURES D3-6 | | | | | | |
| REGIONAL ADM. J. OKAMOTO | | MOD. D3-S NOTE LEADER | LL | | | | | |
| DATE | DATE | REVISION | BY | | | | | |

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

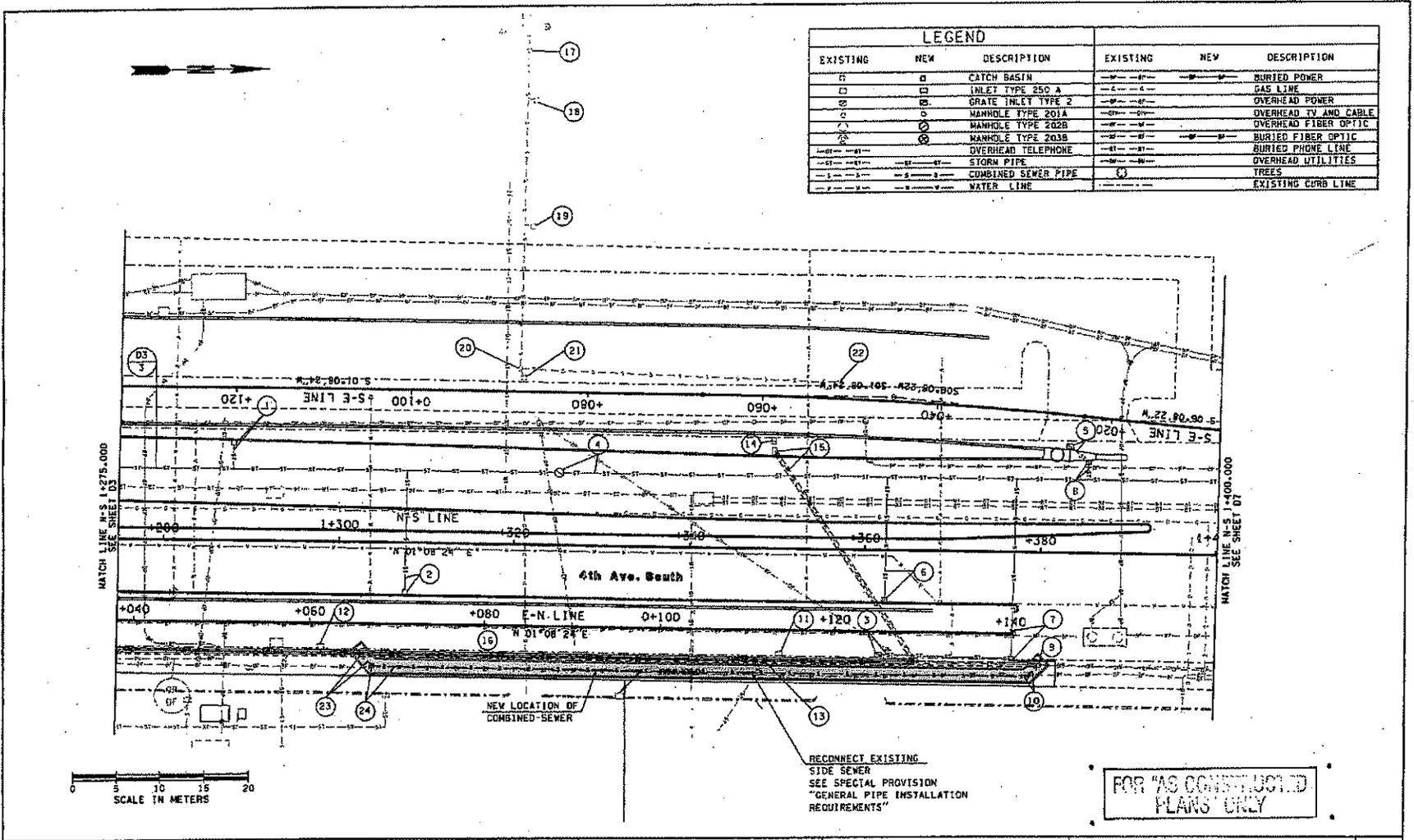




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Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH 1
July 3, 2014
Version #3



| LEGEND | | | 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 |

| DATE | DATE | REVISION | BY |
|----------|----------|-------------------------------|----|
| 12/29/00 | 12/29/00 | REV. EXIST. DRAINAGE LOCATION | LL |
| 12/29/00 | 12/29/00 | ADDED LINES 06-17 | LL |
| 12/29/00 | 12/29/00 | LEGEND REVISED | LL |

| | |
|---------------|-------------|
| DESIGNED BY | S.H./M.A. |
| ENTERED BY | M.ARAKELYAN |
| CHECKED BY | S.HART |
| PROJ. ENGR. | B. NEBRITT |
| REGIONAL ADM. | L. GRANDITO |

| | |
|--------------------------|---------|
| STATE FED. AID PROJ. NO. | 10 WASH |
| CONTRACT NO. | 99A053 |

ENVIRONMENTAL AND ENGINEERING SERVICE CENTER

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

DRAINAGE PLAN

D6

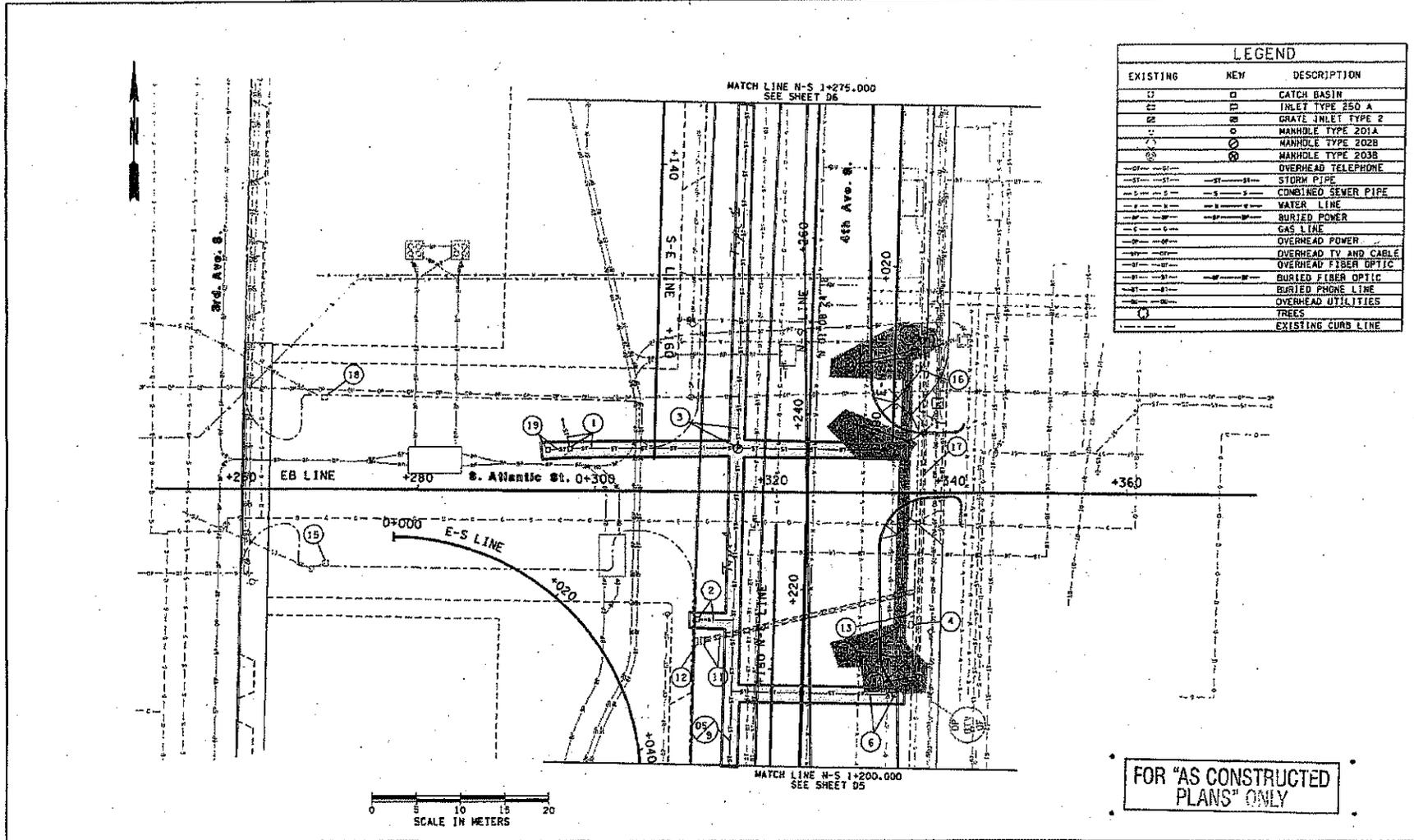
DIET 99 W 948 SHEETS

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

FOR "AS CONSTRUCTED PLANS" ONLY

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



| 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.N.ZHANG | 4/23/02 | REV. SEWER LOC | NO | 10 WASH | ENVIRONMENTAL AND ENGINEERING SERVICE CENTER | SR 90 AND SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET DRAINAGE PLAN | D3 SHEET 96 OF 948 SHEETS |
| ENTERED BY M.ARAKELYAN | 1/26/01 | LEGEND REVISED | LL | | | | |
| CHECKED BY S.HART | 12/29/00 | ADDED STRUCTURES D3-19 | | | | | |
| PROJ. ENGR. B.NESBITT | | RELOC. STRUCTURES D3-6 | | 99A053 | | | |
| REGIONAL ADM. J.GKAWOTC | | MOD. D3-S NOTE LEADER | LL | | | | |
| DATE | DATE | REVISION | BY | CONTRACT NO. | | | |

Exhibit K - City Infrastructure
 Phase 1 STORM DRAIN
 Sheet 3 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



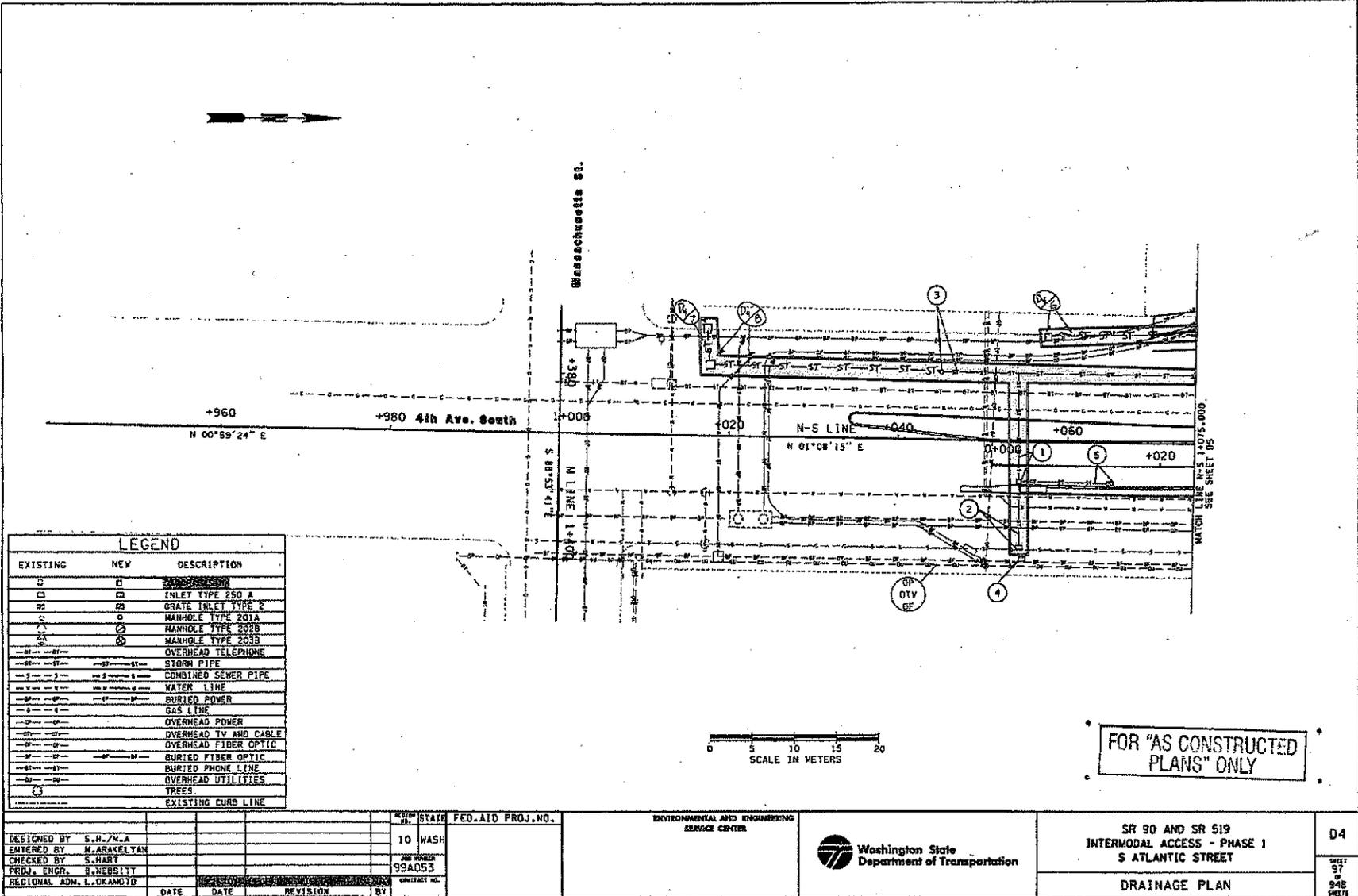


Memorandum of Agreement GCA 6868 for
SR 519/L-90 Intermodal Access - I/C
Improvements Project
Transfer of Real Property Interests and
City Infrastructure to the City Of Seattle

Exhibit K - City Infrastructure
Phase 1 STORM DRAIN

Sheet 4 of 28

Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH. K
July 3, 2014
Version #3
PLOT4 01/17/2001 s:\412352\3021\0215HD\image.dgn Layer-L1



| LEGEND | | |
|----------|-----|-----------------------|
| EXISTING | NEW | DESCRIPTION |
| □ | □ | INLET TYPE 250 A |
| □ | □ | CRATE INLET TYPE 2 |
| ○ | ○ | MANHOLE TYPE 201A |
| ○ | ○ | MANHOLE TYPE 203B |
| ○ | ○ | MANHOLE TYPE 203D |
| ○ | ○ | 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 |

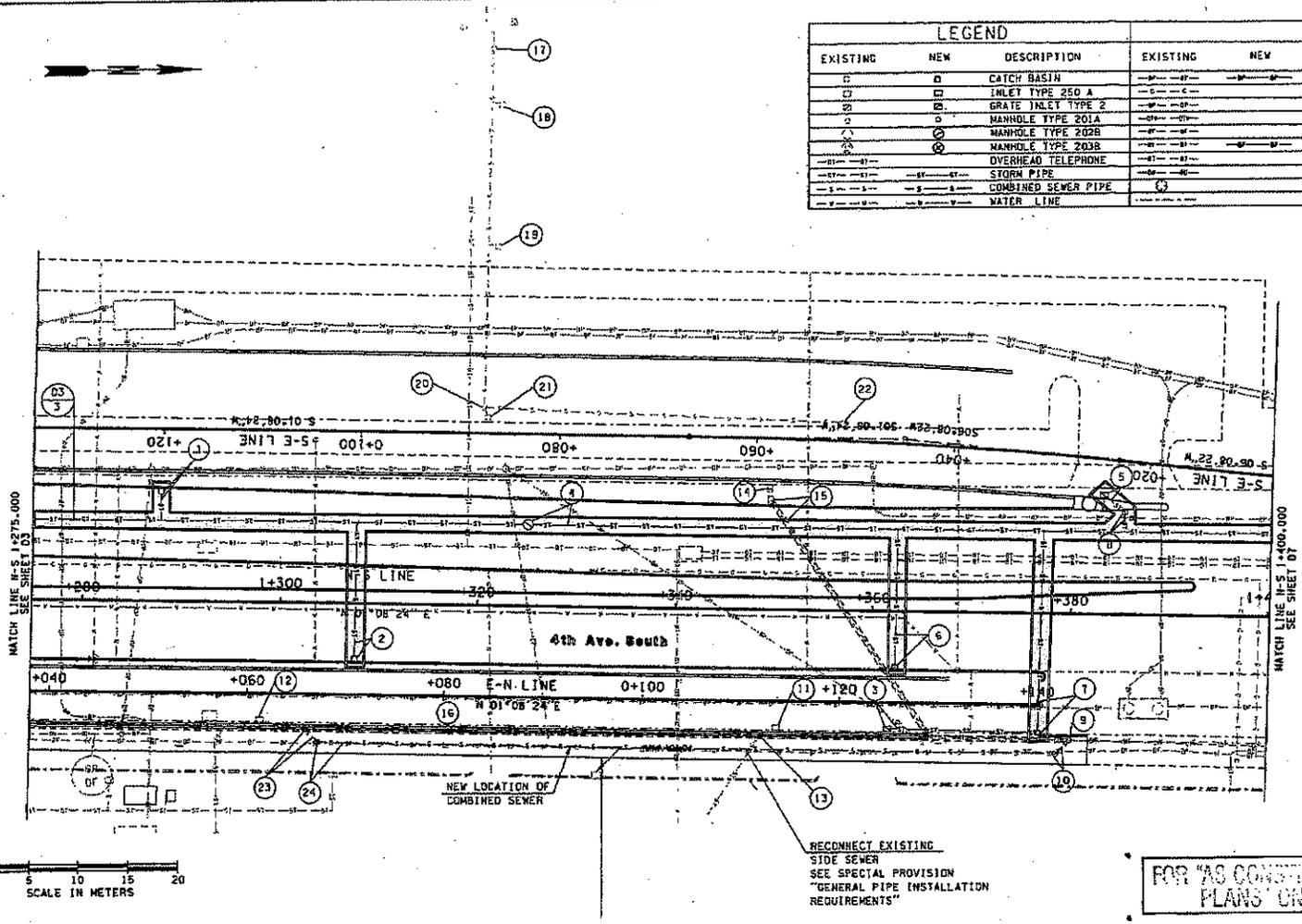
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|--------------------------|----------------|------------------|--|---|--|---------------|
| DESIGNED BY S.H./N.A. | STATE 10 WASH. | FED.AID PROJ.NO. | ENVIRONMENTAL AND ENGINEERING SERVICE CENTER | Washington State Department of Transportation | SR 90 AND SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET | D4 |
| CHECKED BY S.HART | DATE | DATE | DATE | DATE | DRAINAGE PLAN | SHEET 4 OF 28 |
| PROJ. ENGR. B. NEBSITT | DATE | DATE | DATE | DATE | | |
| REGIONAL ADM. L. OKAMOTO | DATE | DATE | DATE | DATE | | |



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

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



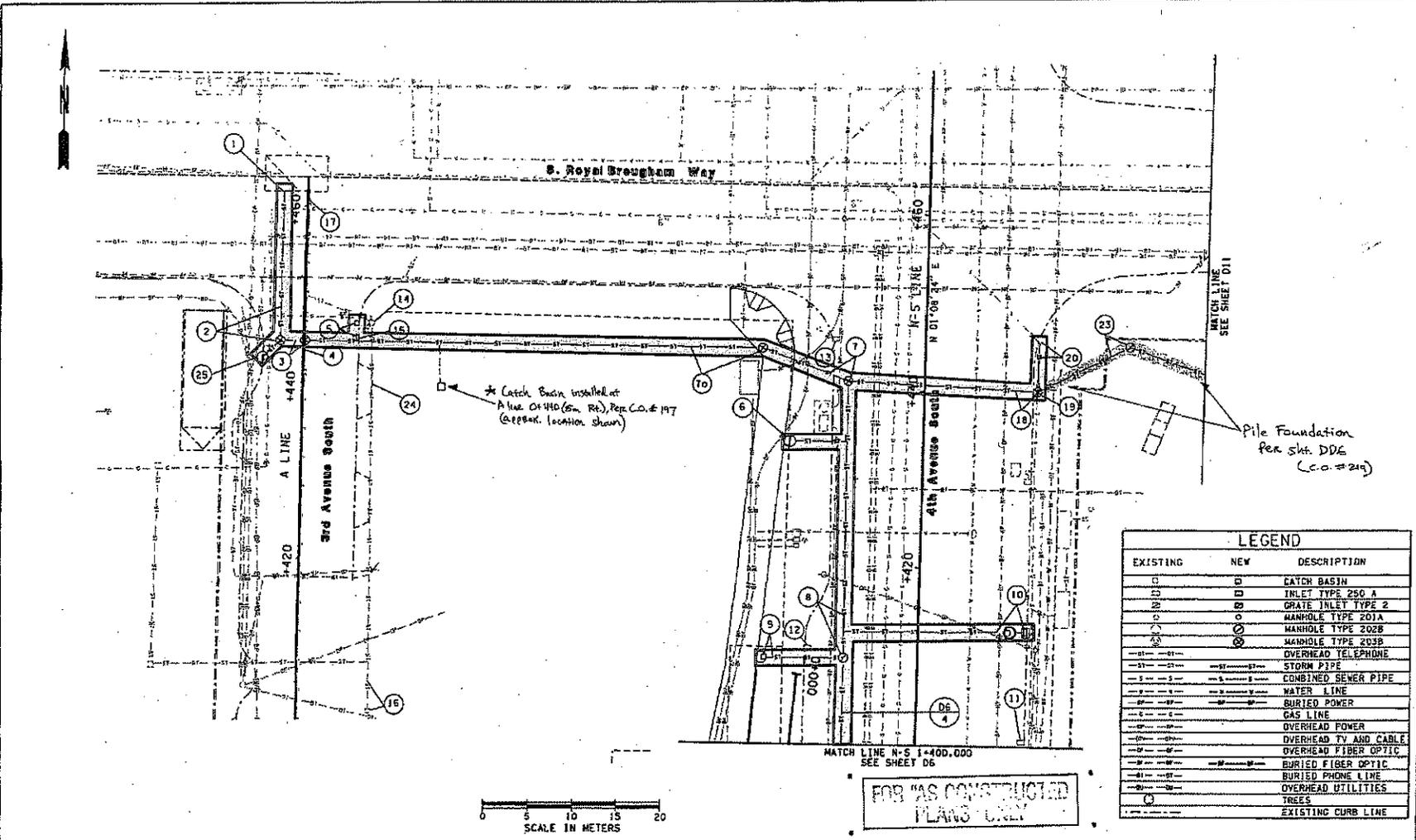
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| DESIGNED BY: S.H. J.M.A. | 1/28/01 | REVISED SEWER LOSS | LL | 10 | WASH | ENVIRONMENTAL AND ENGINEERING SERVICE CENTER | Washington State Department of Transportation | SR 90 AND SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET | D6 |
| ENTERED BY: H. ARKELIAN | 12/22/00 | ADDED TIE IN DR-17 | LL | 99A053 | | | | | |
| CHECKED BY: S. HART | | THRU DR-22 | LL | | | | | | |
| PROJ. ENGR. C. NEBBITT | 12/28/00 | REV. EXIST. DRAINAGE | LL | | | | | | |
| REGIONAL ADM. L. OKAMOTO | | | | | | | | | |
| DATE | DATE | LOCATION | REVISION | BY | | | | | |

Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH 4
July 3, 2014
Version #3
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Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH 1
July 3, 2014
Version 03

04/08/2004 C:\AA\Mark_Vol.3021\Draw\3021ShDr-at\page-d4.g10s.d



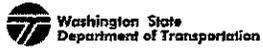
| LEGEND | | |
|----------|-------|-----------------------|
| EXISTING | NEW | DESCRIPTION |
| □ | □ | CATCH BASIN |
| □ | □ | INLET TYPE 250 A |
| □ | □ | GRATE INLET TYPE 2 |
| ○ | ○ | MANHOLE TYPE 201A |
| ○ | ○ | MANHOLE TYPE 202B |
| ○ | ○ | MANHOLE TYPE 203B |
| —○—○— | —○—○— | OVERHEAD TELEPHONE |
| —○—○— | —○—○— | 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 |

FOR AS CONSTRUCTED PLANS ONLY

| DESIGNED BY | DATE | REVISION | BY | STATE | FED. AID PROJ. NO. |
|--------------|----------|--|----|---------|--------------------|
| S.H./M.A. | 4/28/03 | ADDED DT/25 | BC | 10 WASH | |
| N. ANAKELVAN | 10/16/02 | DEL. DT/22 | BC | | |
| S. HART | 8/7/02 | DT/10 REV. | BC | | |
| S. NEBBITT | 5/16/02 | ADD DT-21 MANHOLE AND REV. PIPE LENGTH | BC | | |
| C. GRANOTTO | 1/26/01 | LEGEND REVISED | LL | | |



ENVIRONMENTAL AND ENGINEERING SERVICE CENTER



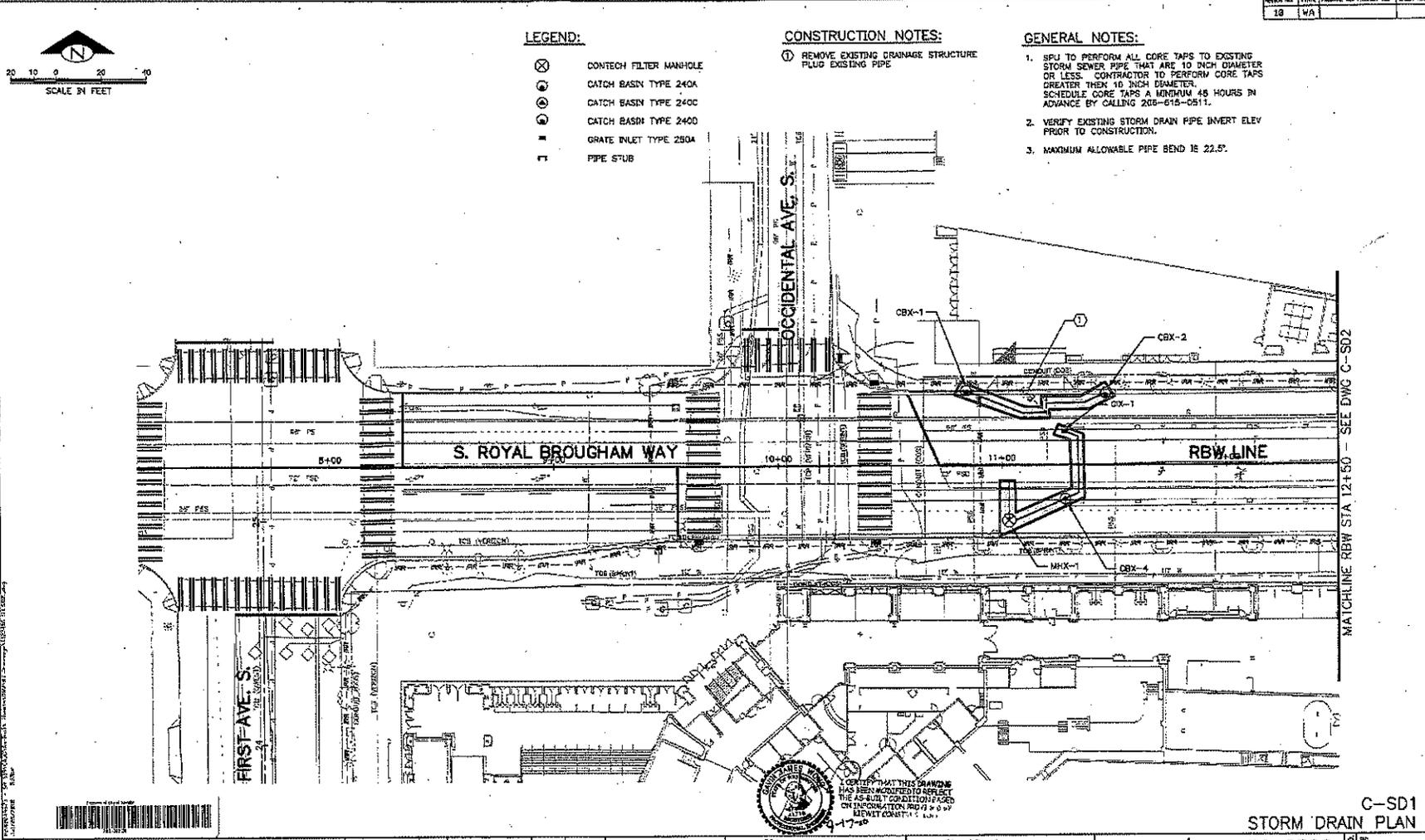
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|--|-------------|
| SR 90 AND SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET | 07 |
| DRAINAGE PLAN | 948 9415 |

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 - City Infrastructure
Phase 1 STORM DRAIN
Sheet 7 of 28



AS-BUILT



| | | | | |
|-------------|----|----|------|--|
| PROJECT NO. | 18 | WA | DATE | |
|-------------|----|----|------|--|

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 8 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



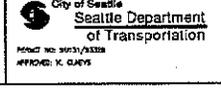
IF THIS PLAN DOES NOT MEASURE THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE

| | | | | |
|------|-----|--------------------------|---------|-----|
| REV. | NO. | REASON | DATE | BY |
| | | RELEASE FOR CONSTRUCTION | 6/19/09 | WIP |

| |
|--------------------------|
| NAME OR DETAILS AND DATE |
| DEBORA YOUNGMAN 6/12/09 |
| CHANDI RUSSEN 6/12/09 |
| DAVID TOMASINI 6/12/09 |
| DEBBIE ROSEN 6/12/09 |



I CERTIFY THAT THIS DRAWING HAS BEEN MODIFIED TO REFLECT THE AS-BUILT CONDITIONS BASED ON INSPECTION AND PHOTO DOCUMENTATION.



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

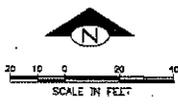
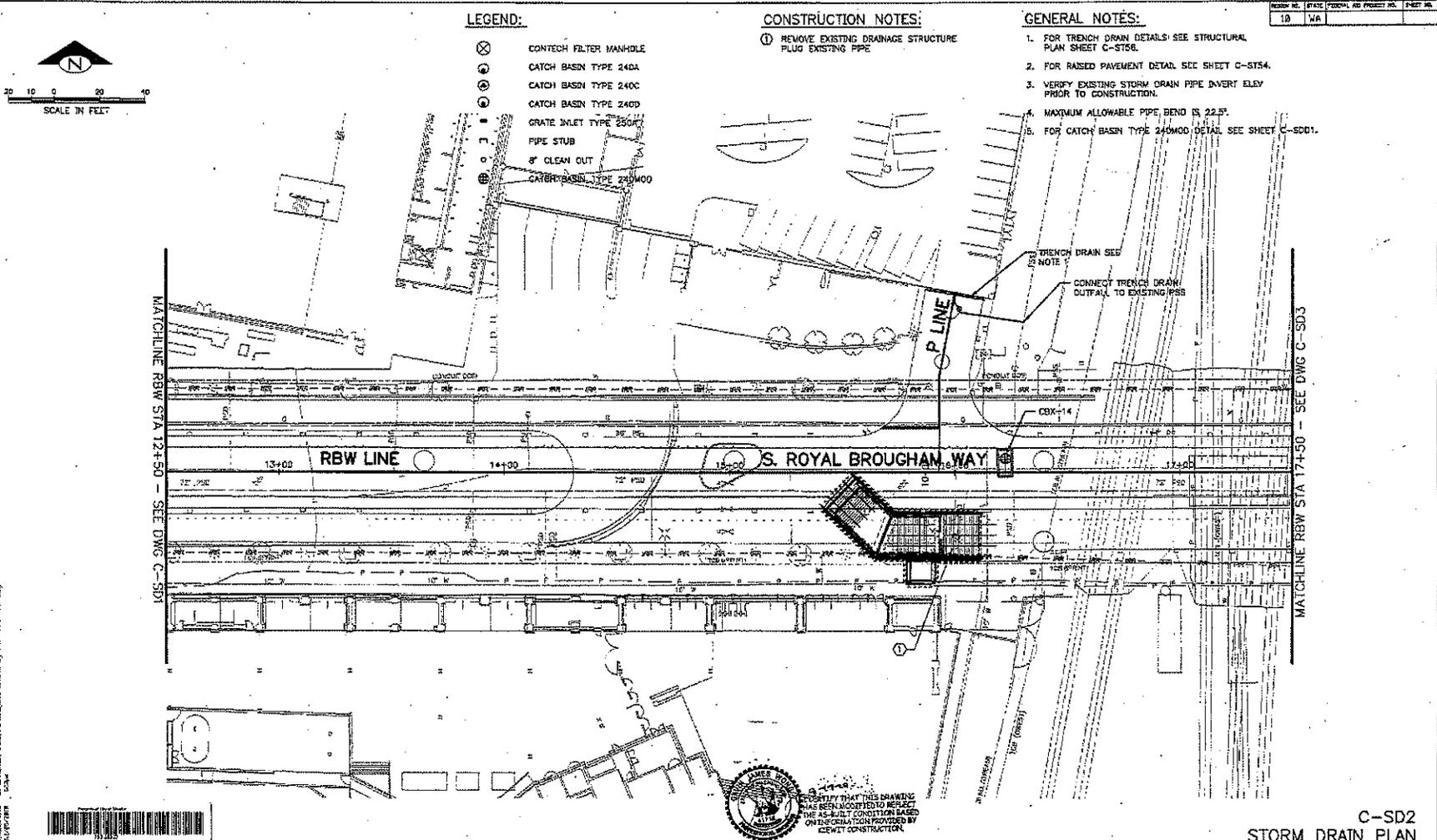
C-S01
STORM DRAIN PLAN
VAULT PLAN NO. 282-283
SHEET 26 OF 211



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

AS-BUILT



LEGEND:

- ⊗ CONTECH FILTER MANHOLE
- ⊙ CATCH BASIN TYPE 240A
- ⊙ CATCH BASIN TYPE 240C
- ⊙ CATCH BASIN TYPE 240D
- ⊙ GRATE INLET TYPE 250C
- PIPE STUB
- 8" CLEAN OUT
- ⊙ CATCH BASIN TYPE 240M00

CONSTRUCTION NOTES:

- ① REMOVE EXISTING DRAINAGE STRUCTURE PLUG EXISTING PIPE

GENERAL NOTES:

1. FOR TRENCH DRAIN DETAILS: SEE STRUCTURAL PLAN SHEET C-ST56.
2. FOR RAISED PAVEMENT DETAIL: SEE SHEET C-ST54.
3. VERIFY EXISTING STORM DRAIN PIPE INVERT ELEV PRIOR TO CONSTRUCTION.
4. MAXIMUM ALLOWABLE PIPE BEND IS 22.5°.
5. FOR CATCH BASIN TYPE 240M00: DETAIL SEE SHEET C-SD01.

| | | | |
|-------------|-------|-------------------------|-----------|
| SECTION NO. | STATE | FEDERAL AID PROJECT NO. | SHEET NO. |
| 18 | WA | | |



PROFESSIONAL SEAL AND SIGNATURE OF ENGINEER

C-SD2 STORM DRAIN PLAN

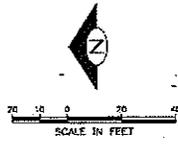
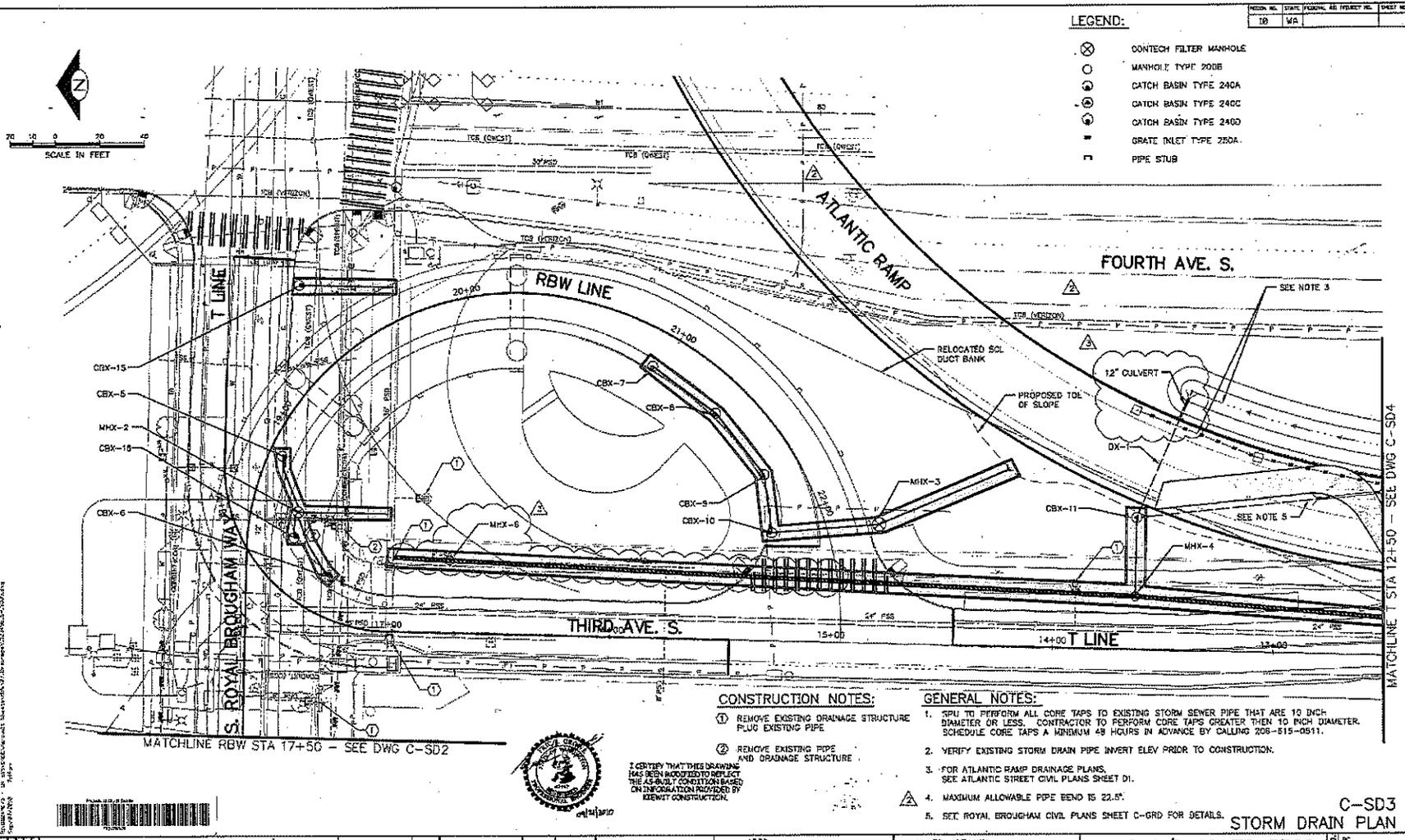
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|--|--|---|----------------------------------|--|--|--|---|-----------------|
| | | THIS BAR DOES NOT MEASURE TO ORIGINAL SCALE | RELEASE FOR CONSTRUCTION 6/12/09 | NAME OF SHEETS AND DATE DESIGN: Y. SHANNON 6/12/09 CHECKED: K. BROWN 6/12/09 | | | SR519/I-90 TO SR99 INTERMODAL ACCESS I/C IMPROVEMENTS | PO |
| | | | | | | | | DATE: 6/12/09 |
| PROJECT NO. 80131/0039 APPROVED: K. CLARK | | | | | | | VADULT PLAN NO. 782-283 | SHEET 29 OF 281 |



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

AS-BUILT



LEGEND:

| | |
|--|------------------------|
| | CONTECH FILTER MANHOLE |
| | MANHOLE TYPE 200B |
| | CATCH BASIN TYPE 240A |
| | CATCH BASIN TYPE 240C |
| | CATCH BASIN TYPE 240D |
| | GRATE INLET TYPE 280A |
| | PIPE STUB |

- CONSTRUCTION NOTES:**
- REMOVE EXISTING DRAINAGE STRUCTURE PLUG EXISTING PIPE
 - REMOVE EXISTING PIPE AND DRAINAGE STRUCTURE

- GENERAL NOTES:**
- SPU TO PERFORM ALL CORE TAPS TO EXISTING STORM SEWER PIPE THAT ARE 12 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.
 - VERIFY EXISTING STORM DRAIN PIPE INVERT ELEV PRIOR TO CONSTRUCTION.
 - FOR ATLANTIC RAMP DRAINAGE PLANS, SEE ATLANTIC STREET CIVIL PLANS SHEET D1.
 - MAXIMUM ALLOWABLE PIPE BEND IS 22.5°.
 - SEE ROYAL BROUGHAM CIVIL PLANS SHEET C-GRD FOR DETAILS.

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



Washington State Department of Transportation

| NO. | REVISION | DATE | BY |
|-----|-------------------------|-----------|-----|
| 1 | ISSUED FOR CONSTRUCTION | 5/12/2014 | REB |
| 2 | FOR I/C | 5/12/2014 | REB |
| 3 | FOR I/C | 5/12/2014 | REB |
| 4 | FOR I/C | 5/12/2014 | REB |
| 5 | FOR I/C | 5/12/2014 | REB |

| NAME OR INITIALS AND DATE |
|------------------------------|
| DESIGNED: J. BROWN 5/12/2014 |
| CHECKED: J. BROWN 5/12/2014 |
| DRAWN: J. BROWN 5/12/2014 |
| CHECKED: J. BROWN 5/12/2014 |

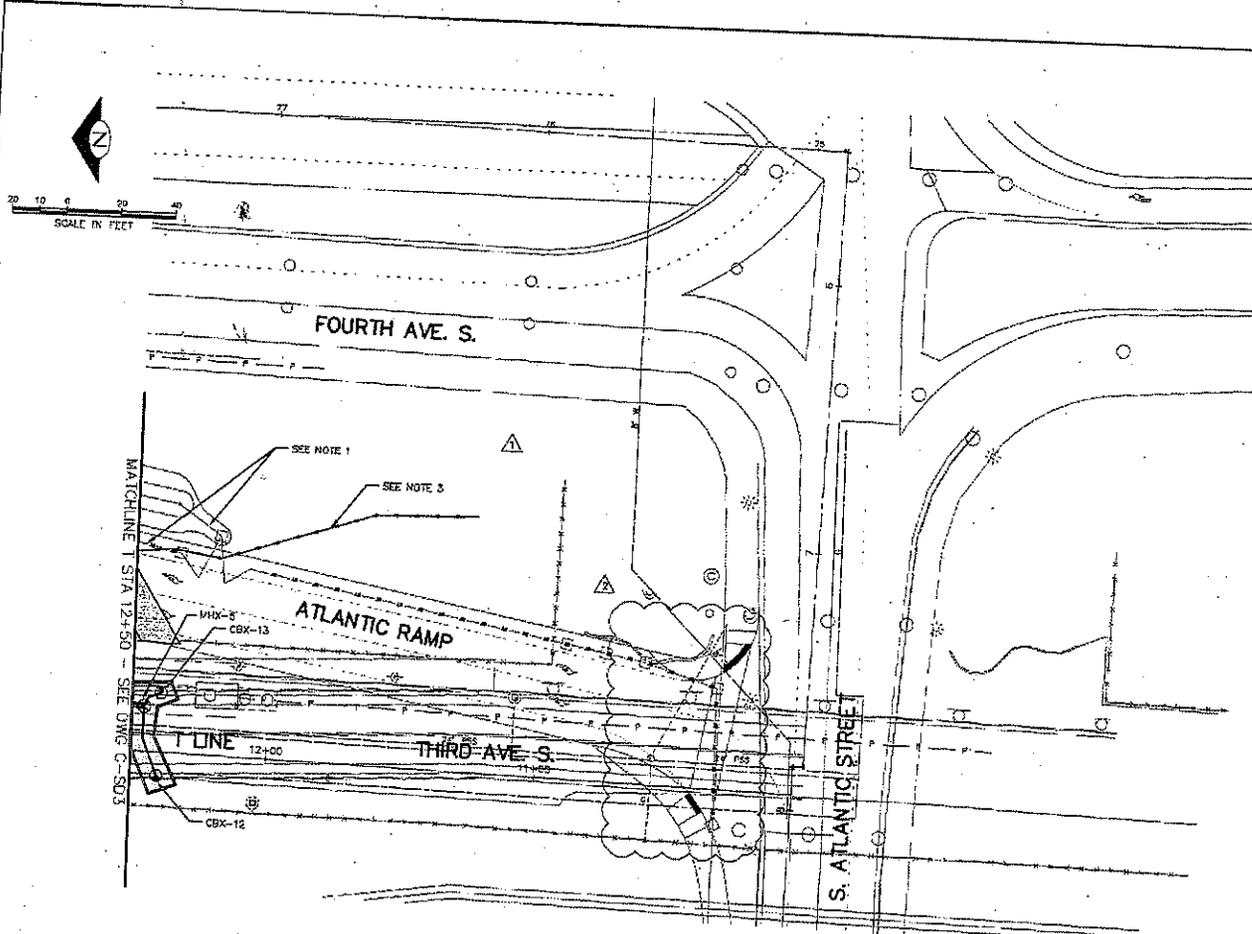
City of Seattle Department of Transportation

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

| | |
|----------------|-----------|
| PC | 28 |
| PLAN | 28 |
| CO | 28 |
| VAULT PLAN NO. | 782-285 |
| SHEET | 28 OF 288 |

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

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 BROUGHAM CIVIL PLANS SHEET C-GRD FOR DETAILS.

LEGEND:

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

| NO. | DATE | REVISION | BY | CHECKED |
|-----|------|----------|----|---------|
| 10 | 04 | | | |



| | | | | | |
|---|-----------------|----------------|--------------|----------------|--------------|
| <p>THIS SHEET DOES NOT MEASURE TO ORIGINAL SCALE.</p> | <p>AS-BUILT</p> | <p>7/16/10</p> | <p>NOBIA</p> | <p>7/16/10</p> | <p>NOBIA</p> |
| <p>REVISION FOR CONSTRUCTION</p> | <p>NOBIA</p> | <p>8/10/09</p> | <p>NOBIA</p> | <p>8/10/09</p> | <p>NOBIA</p> |



I CERTIFY THAT THIS DRAWING HAS BEEN MODIFIED TO REFLECT THE AS-BUILT CONDITIONS AND INFORMATION PROVIDED BY THE CLIENT/CONTRACTOR.



City of Seattle
Seattle Department of Transportation
 PERMIT NO. 8011/12150
 APPROVED: K. QUAY

C-SD4
STORM DRAIN PLAN
 SR519/I-90 TO SR99
 INTERMODAL ACCESS
 I/C IMPROVEMENTS
 SHEET 2 OF 218

Exhibit K - City Infrastructure
 Phase 2 STORM DRAIN
 Sheet 11 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



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

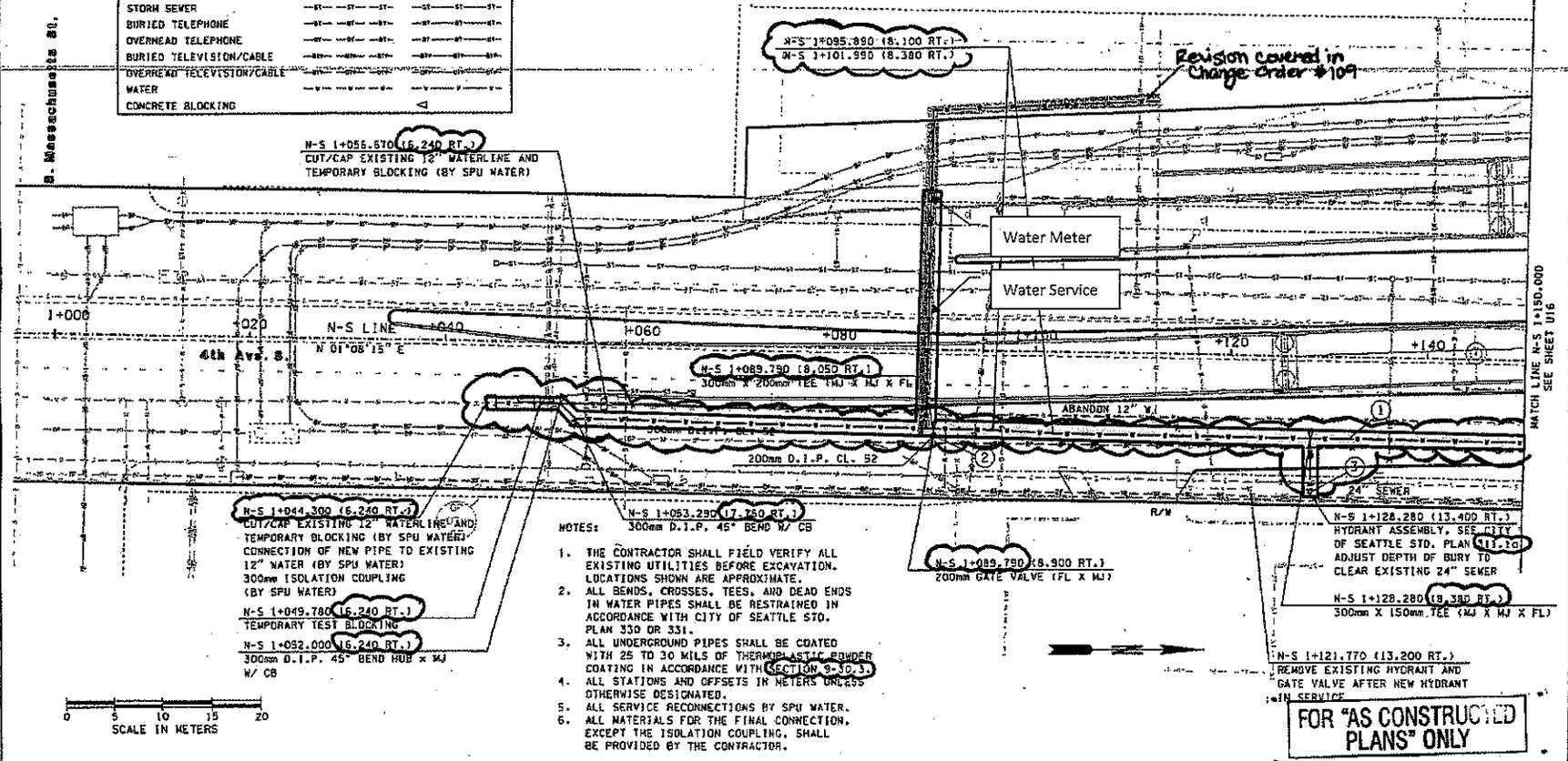
SHEET 6 OF 11
CHANGE ORDER NO. 57
CONTRACT 5983

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 |

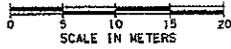
UTILITIES LEGEND

| 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 | --- | --- |



- 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 9-3D.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

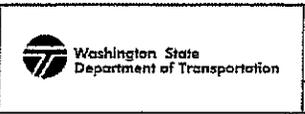


| DESIGNED BY | DATE | REVISION |
|---------------------|----------|------------------------------|
| B. GLAS / S. ROSANE | 03/21/02 | REV. SERVICE PIPE CONNECTION |
| B. GLAS / S. ROSANE | 7/31/02 | REV. PIPE LOC. |
| B. GLAS | 8/28/02 | REV. CUT/CAP LOC. |
| B. NEBITT | 3/26/02 | REV. VALVE LOC. |
| J. DRAMOTO | 11/30/01 | REV. PIPE LOC. |

| | |
|---------|--------------------|
| STATE | FED. AID PROJ. NO. |
| 10 WASH | |

ENVIRONMENTAL AND ENGINEERING SERVICE CENTER

Washington State Department of Transportation



SR 519
INTERMODAL ACCESS - PHASE I
S ATLANTIC STREET

UTILITY PLAN - WATER

U15

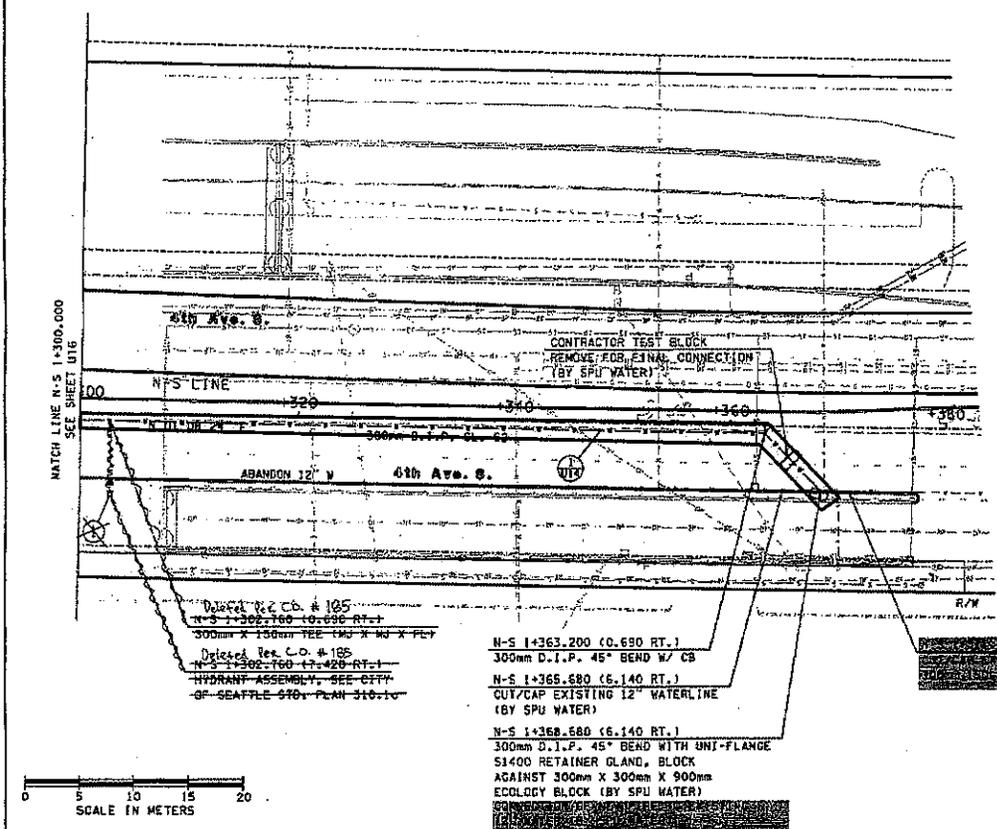
Exhibit K - City Infrastructure
Phase 1 WATER
Sheet 12 of 28



Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH1
July 3, 2014
Version #3

PL013 01/16/2001 91\412352\A\3021\30215RWater-Dgn Macc/rl

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



| 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 | --- | --- |

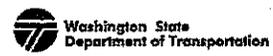
FOR USE ONLY

- 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:
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.
 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.

| | | | |
|---------------|---------------------|----------|----------|
| DESIGNED BY | B. GLAS / S. ROSANE | REVISION | |
| ENTERED BY | B. GLAS / S. ROSANE | DATE | 12-29-00 |
| CHECKED BY | B. GLAS | REVISION | |
| PROJ. ENGR. | D. NEBBITT | DATE | 12-29-00 |
| REGIONAL ADM. | J. OKAMOTO | REVISION | |

| | |
|--|---------|
| STATE | 10 WASH |
| FED. AID PROJ. NO. | |
| ENVIRONMENTAL AND ENGINEERING SERVICE CENTER | |
| JOB NUMBER | 99A053 |
| CONTRACTOR NO. | |



| | |
|--|-----------------------------------|
| SR 90 AND SR 519 INTERMODAL ACCESS - PHASE I S ATLANTIC STREET | U17 |
| UTILITY PLAN - WATER | SHEET 138 OF 548 DATE |

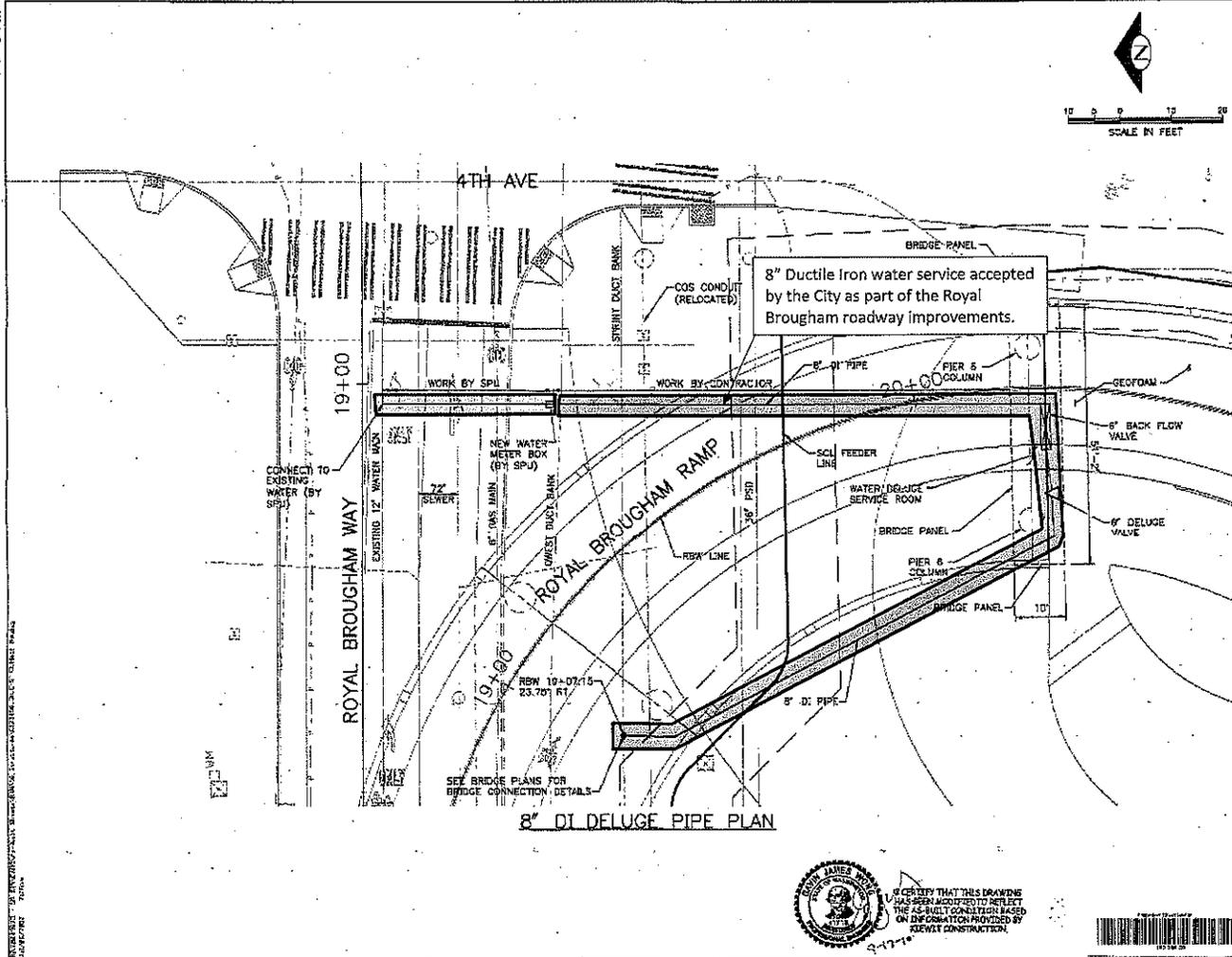
Exhibit K - City Infrastructure
Phase 1 WATER
Sheet 14 of 28

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



AS-BUILT



GENERAL NOTES:

- CONTACT SPU FOR WATER CONNECTION PERMIT/REQUIREMENTS.
- LOCATION OF 8" & 6" DI PIPE SHALL BE DETERMINED IN THE FIELD.
- COORDINATE LOCATION OF 8" DI PIPE TO BACK FLOW PREVENTOR WITH FIRE PROTECTION SUBCONTRACTOR.
- 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 6.
- FOR WATER DELUGE SERVICE ROOM WALLS, SEE C-WA23 & C-ST72.
- HEATING REQUIREMENTS: ONE (1) MARKEL 5100 SERIES TASKMASTER HEAVY DUTY HEATER WITH FAN, OR EQUAL, (MIN JAW, MIN 11 BTU, 240V.) MOUNT VERTICALLY PER MANUFACTURERS RECOMMENDATION. INSTALL REMOTE THERMOSTAT ON WALL.
- LIGHTING REQUIREMENTS: FOUR (4) LITHONIA L299MV, OR EQUAL, 780 GENERAL PURPOSE INDUSTRIAL FLUORESCENT FIXTURES (32 WATT, 120V) SPACED EQUALLY IN THE ROOM. CONNECTION TO CEILING, PER MANUFACTURER RECOMMENDATIONS.
- INSTALL 2" POLYSTYRENE BOARDS TO BRIDGE PANEL WALLS & CEILING WITH ADHESIVE.
- ROOM FLOOR TO CONSIST OF 2"-3" MINERAL AGGREGATE TYPE 1.
- "KNOX BOX" TO BE INSTALLED ON THE BRIDGE PANEL, NEXT TO THE DOOR PER SEATTLE FIRE DEPARTMENT REQUIREMENTS. SEE C-WA23 FOR DOOR LOCATIONS.
- PROVIDE 120V ELECTRICAL TO WATER DELUGE SERVICE ROOM.
- DUCTILE IRON WATER PIPE SHALL BE REINFORCED JOINT EP CONCRETE THRUST BLOCKS SHALL BE USED PER NOTE 18.
- 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).
- 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.
- SEE CITY OF SEATTLE STANDARDS PLAN 350 AND CITY OF SEATTLE STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION SECTION 7-10 FOR TRENCH DETAILS.
- ALL BLOCKING SHALL BE CONCRETE CL 3000.
- SEE BRIDGE PLANS FOR PIPE TYPE, ROUTING, AND SUPPORT ON BRIDGE STRUCTURES.
- SEE CITY OF SEATTLE STANDARD PLAN NO. 330b, 331a & 331b FOR CONCRETE THRUST BLOCK.
- PROVIDE 120/240V PANEL AND METER 5/8" WITHIN ROOM.
- AFTER INSTALLATION, SHACKLE RODS & TURNBUCKLES SHALL BE CLEANED AND COATED WITH 2 COATS OF ASPHALTIC VARNISH, ROYSTON ROYKOTE #612M OR APPROVED EQUAL.
- SHACKLE RODS SHALL BE FUSION BONDED EPOXY COATED ROUND M&D STEEL, ASTM A36, WITH THREADS ON ENDS ONLY.

C-ST73
 WATER DELUGE SERVICE ROOM

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

Washington State Department of Transportation
 Kiewit AECOM

| | |
|---------------------------|---------|
| NAME OR INITIALS AND DATE | DATE |
| CHECKED: E. CRONE | 8/20/08 |
| DESIGNED: N. SCHMIDT | 8/20/08 |
| CHECKED: E. CRONE | 8/20/08 |

City of Seattle
 Seattle Department of Transportation
 PROJECT NO. 60433/82028
 APPROVED: K. CLAYTON

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

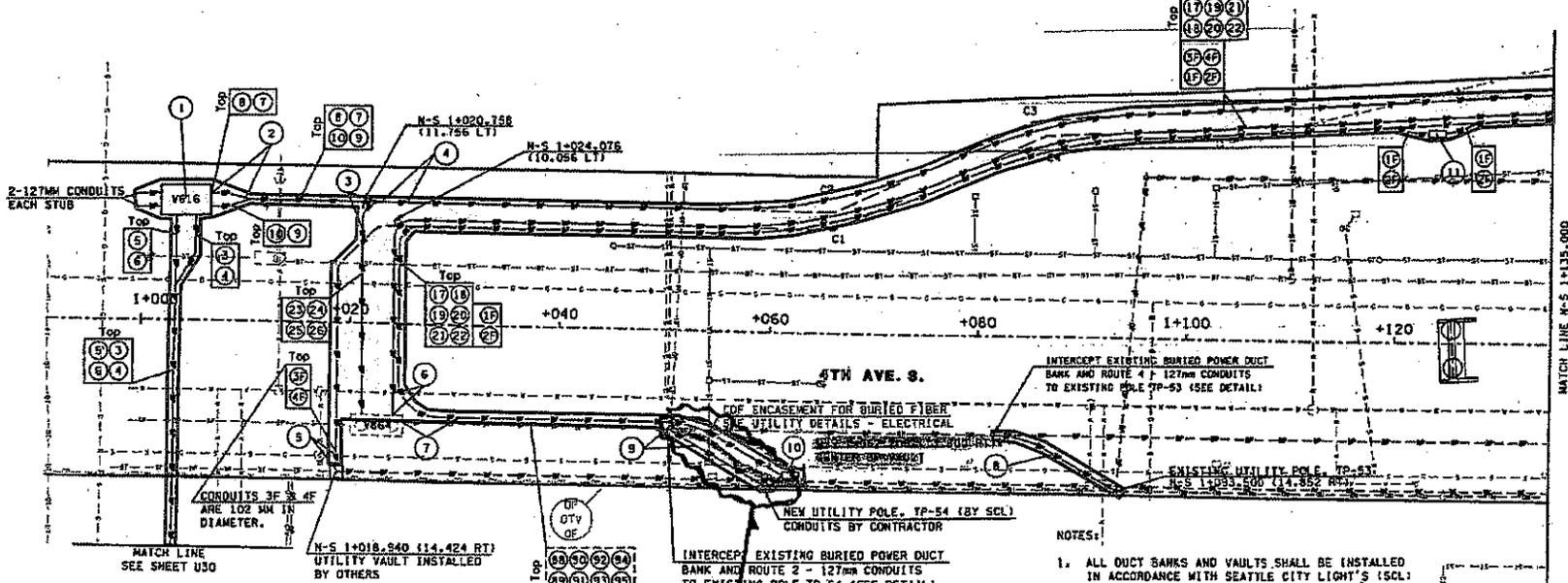
FC
 R/W
 I/C
 SHEET PLAN NO. 252-283
 SHEET 225 OF 288



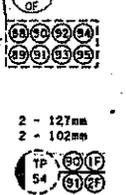
Memorandum of Agreement GCA 6868 for SR 519/I-90 Intermodal Access - I/C Improvements Project Transfer of Real Property Interests and City Infrastructure to the City of Seattle

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

| TOTAL CURVE DATA | | | | | |
|------------------|---------------|-------------|-----------|--------|--------|
| # | P.I. STATION | P.I. OFFSET | DELTA | RADIUS | LENGTH |
| C1 | N-S 1+066.076 | 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 | --- | --- |



NOTE: ALL DIMENSIONS SHOWN ARE IN METERS UNLESS OTHERWISE DESIGNATED

SCALE IN METERS

4 - 127mm

TP 54 (90) (91) (92) (93) (94)

TP 53 (95) (96) (97) (98) (99)

- NOTES:
- 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.
 - CONTRACTOR SHALL COORDINATE NEW UTILITY DUCT BANK PROFILES WITH OTHER UTILITY FACILITIES AND DRAINAGE PROFILES.
 - THE NEW UTILITY DUCT BANK SHALL BE ROUTED UNDER NEW OR EXISTING UTILITIES THAT CONFLICT WITH SCL'S MINIMUM GROUND CLEARANCE STANDARD. ALL CURVES IN THE BURIED-POWER DUCT HAVE MINIMUM RADIUS ACCORDING TO SCL'S CONSTRUCTION GUIDELINES UNLESS OTHERWISE NOTED.
 - ALL CONDUITS ARE 127MM IN DIAMETER UNLESS OTHERWISE NOTED.
 - FOR CONDUIT ROUTING AT UTILITY POLES, SEE SCL'S CONSTRUCTION GUIDELINES (U7-10.9 AND U7-10.2).
 - DUCTBANK ALIGNMENTS SHOWN AT CENTERLINES.

SHEET 4 OF 4

CHANGE ORDER NO. 60

CONTRACT 5983

| | | | | | |
|------------------------------|----------------|---------------------|---|--|---------|
| DESIGNED BY: SCL | STATE: 10 WASH | FED.AID PROJ.NO. | ENVIRONMENTAL AND ENGINEERING SERVICE CENTER | SR 90 AND SR 519 INTERMODAL ACCESS - PHASE 1 5 ATLANTIC STREET | U31 |
| CHECKED BY: B. G. M. K. | DATE: 03-28-02 | REV. OF #10 LOC. | Washington State Department of Transportation | UTILITY PLAN - ELECTRICAL | REV 152 |
| PROJ. ENGR: B. HADDITY | DATE: 09-04-01 | DUCTS B. 9 MODIFIED | | | 948 |
| REGIONAL ADM. J. D. DONOFRIO | DATE: | REVISION: | | | 949 |

Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH 1
July 3, 2014
Version 02

PL0115 06/14/2002 SA\141252\13021\30215\NF1111183.Dgn



Exhibit K to SDOT SR 519 Project Acquisition ORD ATT1

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

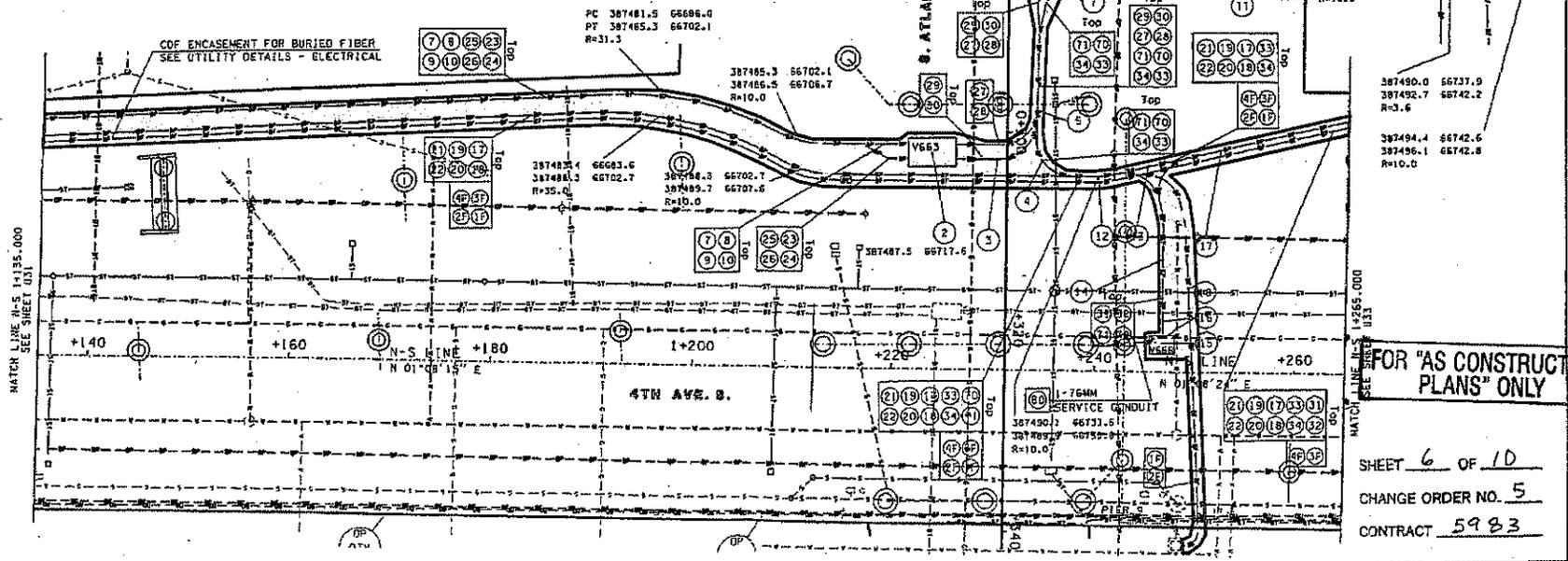
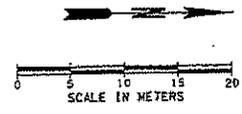
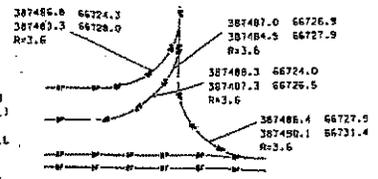
Exhibit K - City Infrastructure
 Phase 1 POWER
 Sheet 18 of 28

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

PL0116 08/20/2004 SA\F12352\13021\SR519\111res.Dgn

| DESCRIPTION | UTILITIES LEGEND | |
|---------------------------|------------------|-----|
| | EXISTING | NEW |
| CAS | --- | --- |
| 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:
- 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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 - ALL CONDUIT ARE 127MM IN DIAMETER UNLESS OTHERWISE NOTED.
 - FOR CONDUIT ROUTING AT UTILITY POLES, SEE SCL'S CONSTRUCTION GUIDELINES (U7-10.9 AND U7-10.2).
 - DUCTBANK ALIGNMENTS SHOWN AT CENTERLINES.



| | | |
|--------------------------|--------------------------------|--------------------|
| DESIGNED BY SCL | STATE | FED. AID PROJ. NO. |
| ENTERED BY B.G./M.K. | 10 WASH | |
| CHECKED BY B. CIO | JOB NUMBER | |
| PROJ. ENGR. B. HEDDITT | 09-09-01 REALIGNED MAIN DUCTS | BG |
| REGIONAL ADM. J. DZOMOTO | 01-28-01 REVISED PIER LOCATION | LKM |
| DATE | DATE | REVISION |

| |
|--|
| ENVIRONMENTAL AND ENGINEERING SERVICE CENTER |
| CONTRACT NO. 99A053 |

Washington State Department of Transportation

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

UTILITY PLAN - ELECTRICAL

SHEET 153 OF 946 SHEETS

FOR "AS CONSTRUCTED" PLANS ONLY

SHEET 6 OF 10

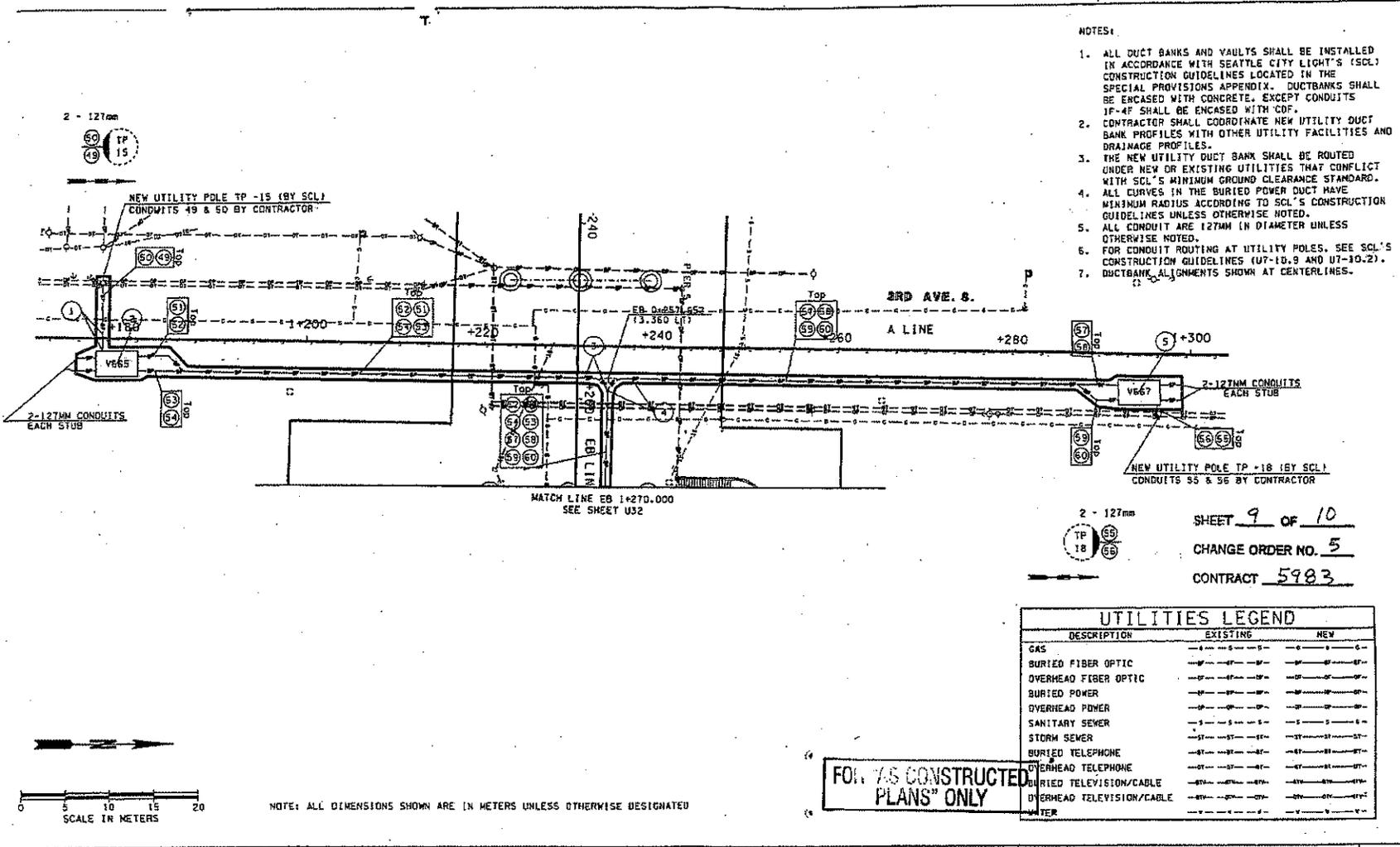
CHANGE ORDER NO. 5

CONTRACT 5983



Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH 1
July 3, 2014
Version 04

PL0123 08/20/2004 S:\1\2352\302\SR\11111.es.dgn



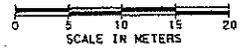
NOTES:

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 1P-4P SHALL BE ENCASED WITH COF.
2. CONTRACTOR SHALL COORDINATE NEW UTILITY DUCT BANK PROFILES WITH OTHER UTILITY FACILITIES AND DRAINAGE PROFILES.
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 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.

2 - 127mm
TP 18 65 65
SHEET 9 OF 10
CHANGE ORDER NO. 5
CONTRACT 5983

| 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



NOTE: ALL DIMENSIONS SHOWN ARE IN METERS UNLESS OTHERWISE DESIGNATED

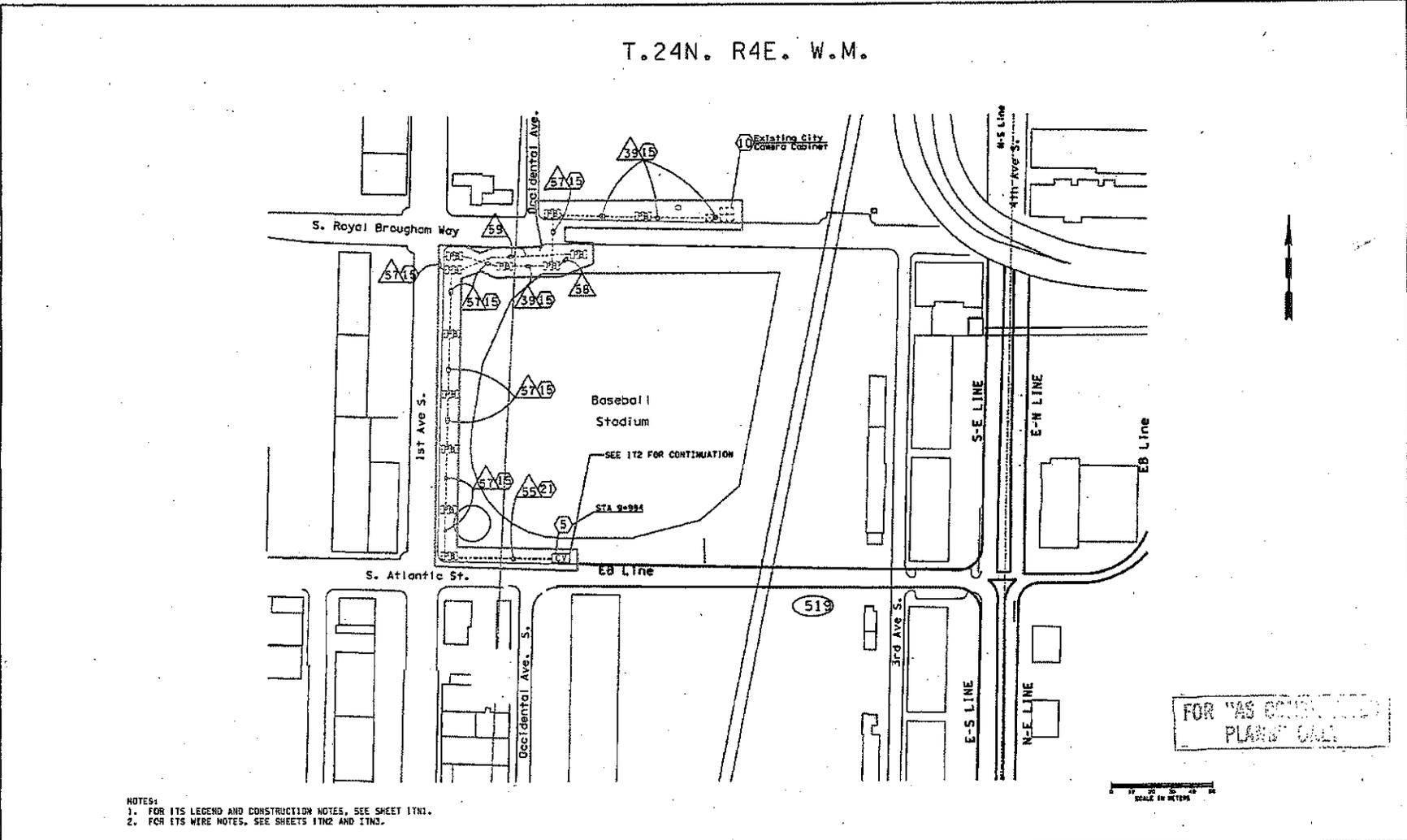
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|--------------------------|-------------------|-----------------------|--|---|--|-------------------------|
| DESIGNED BY SCL | STATE 10 WASH | FED. AID PROJ. NO. | ENVIRONMENTAL AND ENGINEERING SERVICE CENTER | Washington State Department of Transportation | SR 90 AND SR 519 INTERMODAL ACCESS - PHASE I S ATLANTIC STREET | U35 |
| ENTERED BY S.C. M.K. | JOB NUMBER 99A063 | CONTRACT NO. | | | UTILITY PLAN - ELECTRICAL | SHEET 156 OF 948 SHEETS |
| CHECKED BY S. Gior | DATE 09-05-03 | ADD DETAIL TP 15 & 18 | BY | | | |
| PROJ. ENGR. S. Kneblitt | | | | | | |
| REGIONAL ADM. J. Okamoto | | | | | | |

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 1
 July 3, 2014
 Version 1

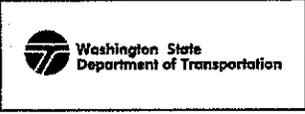
PL019
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NOTES:
 1. FOR ITS LEGEND AND CONSTRUCTION NOTES, SEE SHEET ITN1.
 2. FOR ITS WIRE NOTES, SEE SHEETS ITN2 AND ITN3.

| | | | |
|--------------------------|--------------|-------|--------------------|
| DESIGNED BY D. RAINES | REGION | STATE | FED. AID PROJ. NO. |
| ENTERED BY H. MOSTAGHIMI | 10 | WASH | |
| CHECKED BY M. JANKA | 99A053 | | |
| PROJ. ENGR. B. NEBBITT | CONTRACT NO. | | |
| REGIONAL ADM. J. OKAMOTO | DATE | DATE | REVISION BY |

ENVIRONMENTAL AND ENGINEERING SERVICE CENTER



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

IT1
 260
 268
 269

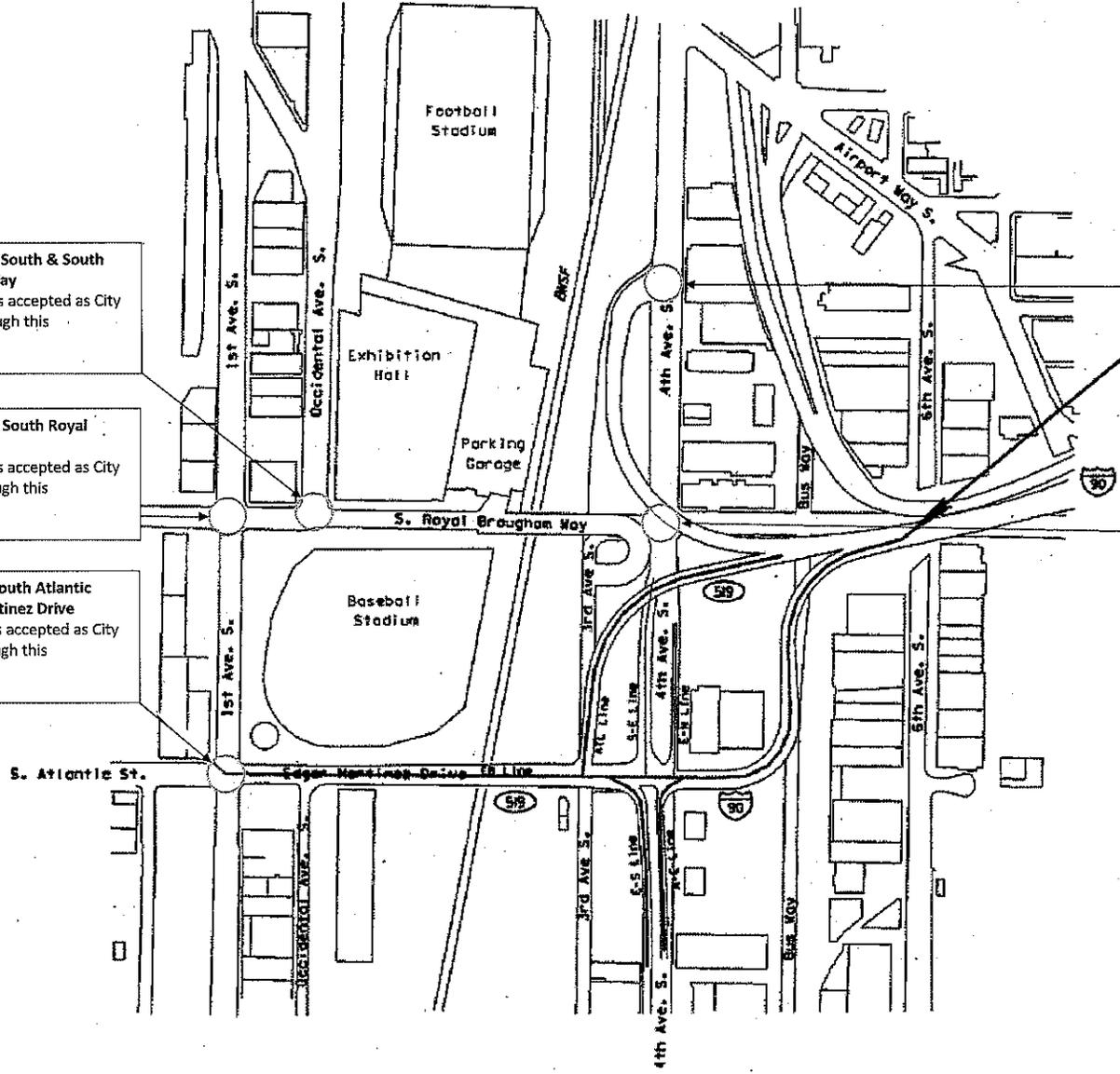
Memorandum of Agreement GCA 6868 for SR 519/L-90 Intermodal Access - I/C Improvements Project Transfer of Real Property Interests and City Infrastructure to the City Of Seattle

Exhibit K - City Infrastructure
 Phase 1 ITS

Sheet 23 of 28



Exhibit K to SDOT SR 519 Project Acquisition ORD ATT 1



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 & Edger Martinez Drive
 Signal Modifications accepted as City Infrastructure through this agreement.

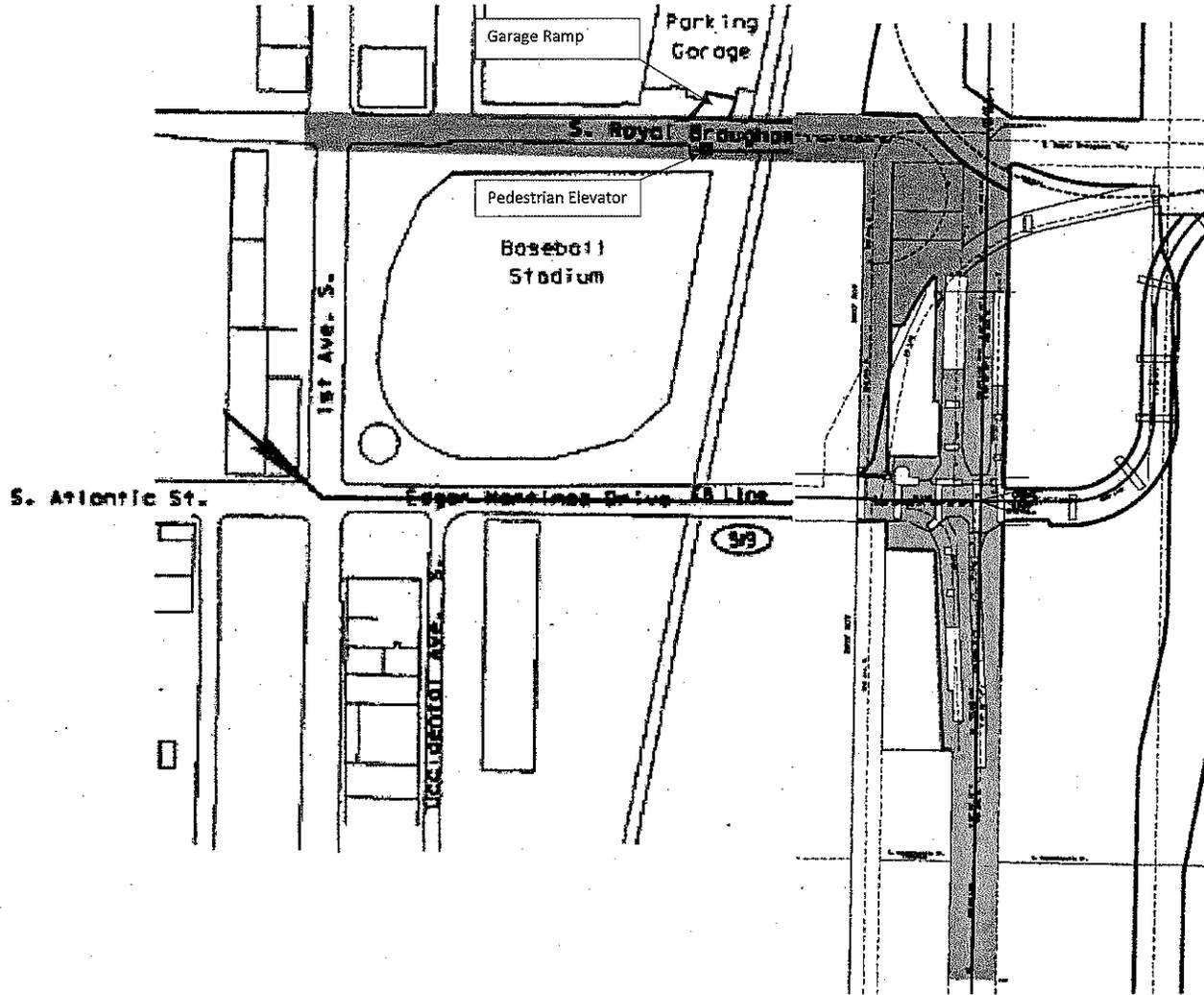
4th Avenue South & I-90 Ramp
 Signal Modifications accepted as City infrastructure through this agreement.

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 to SDDOT SR 519 Project Acquisition ORD ATT 1

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.

Exhibit K – City Infrastructure
Phase 1 & 2 Roadways & Roadway Structures

Sheet 25 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





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

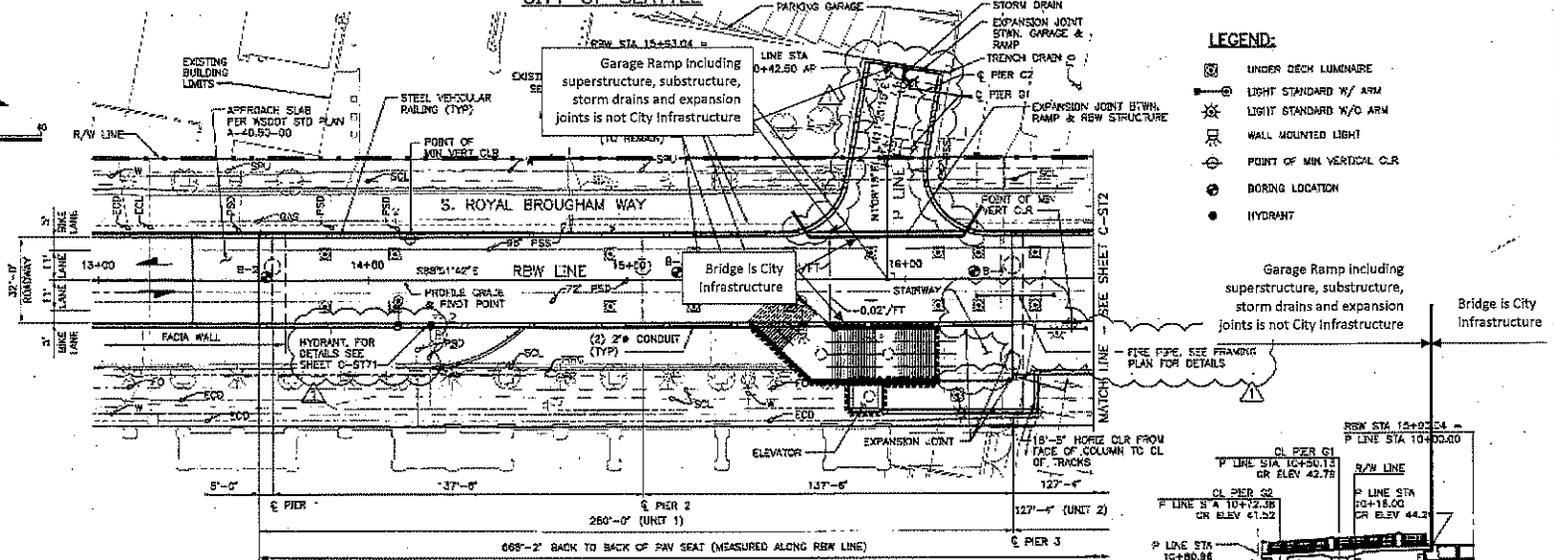
Exhibit K - City Infrastructure Phase 1 & 2 Roadways & Roadway Structures

Sheet 26 of 28

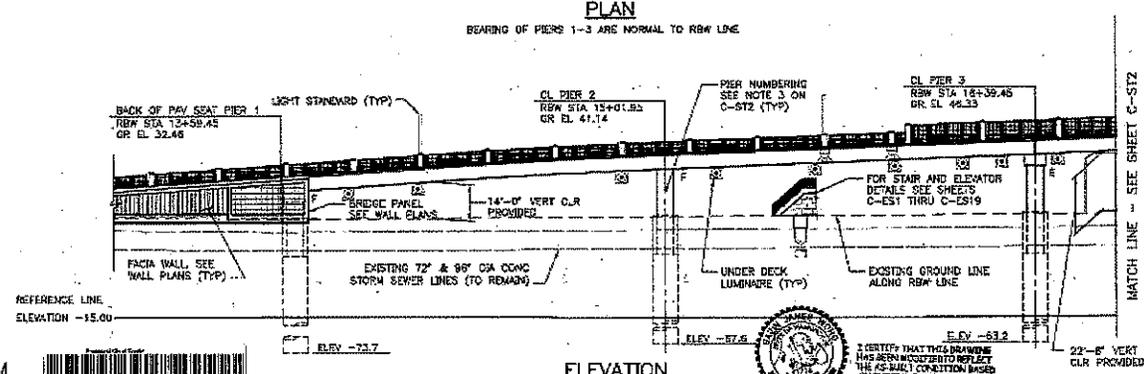
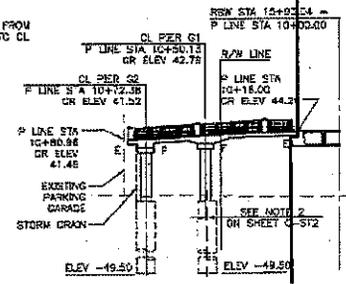
AS-BUILT

| | | | | |
|-----------|------|----------|----|------|
| SCALE NO. | DATE | REVISION | BY | DATE |
| 18 | NA | | | |

T. 24 N. R. 4 E. W.M. SR 519 CITY OF SEATTLE



- LEGEND:**
- UNDER DECK LUMINAIRE
 - LIGHT STANDARD W/ ARM
 - LIGHT STANDARD W/O ARM
 - WALL MOUNTED LIGHT
 - POINT OF MIN VERTICAL C/LR
 - BORING LOCATION
 - HYDRANT



Foyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH1
July 3, 2014
Version #3



| | | | |
|-----------|-----|------|-------|
| DATE | BY | CHKD | APP'D |
| 7/14/2014 | ... | ... | ... |

City of Seattle Department of Transportation

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

Sheet 195 of 217

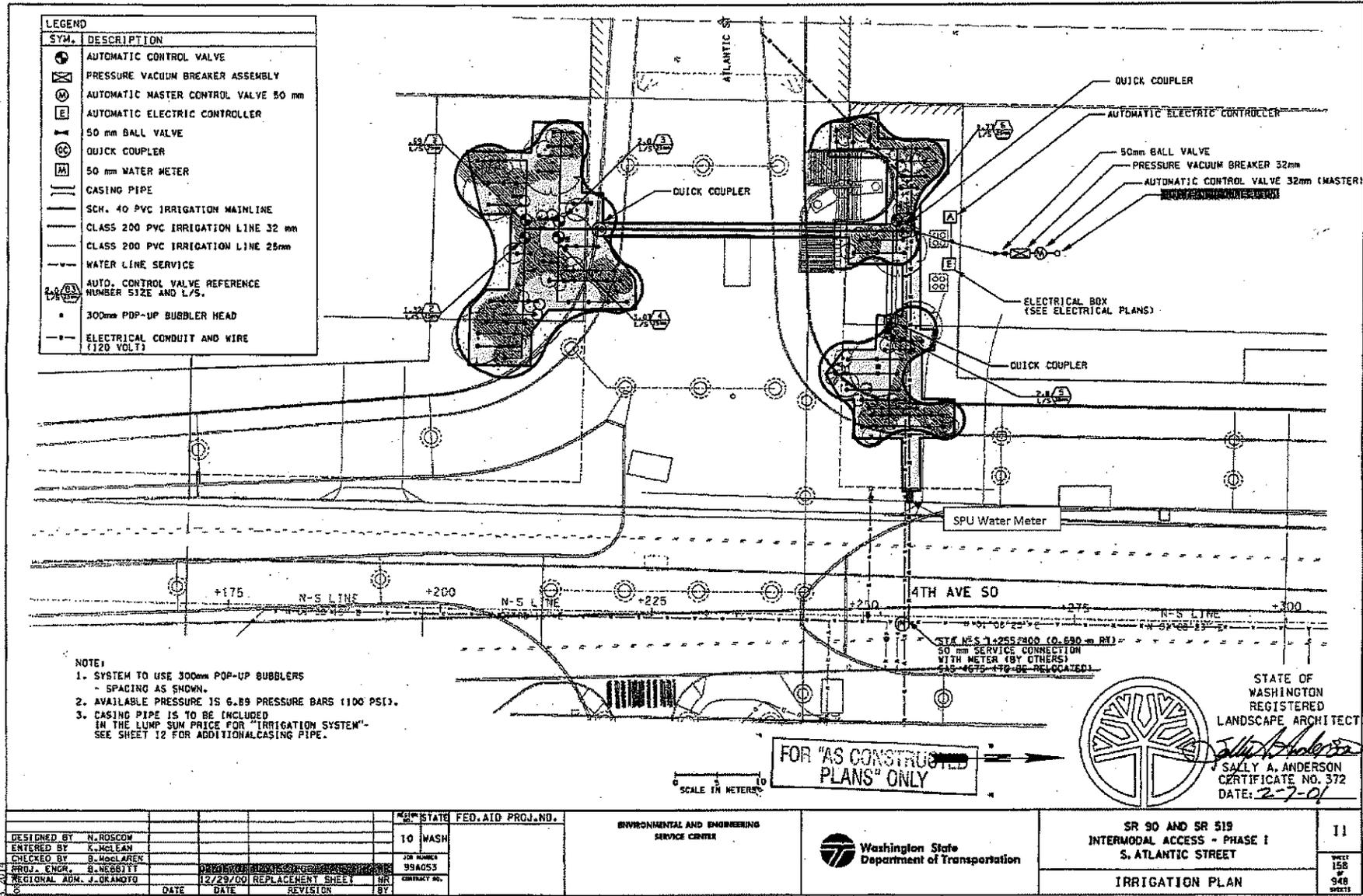
| | | | |
|-----------|-----|------|-------|
| DATE | BY | CHKD | APP'D |
| 7/14/2014 | ... | ... | ... |



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 Landscape Irrigation
Sheet 27 of 28



Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH 1
July 3, 2011
Years

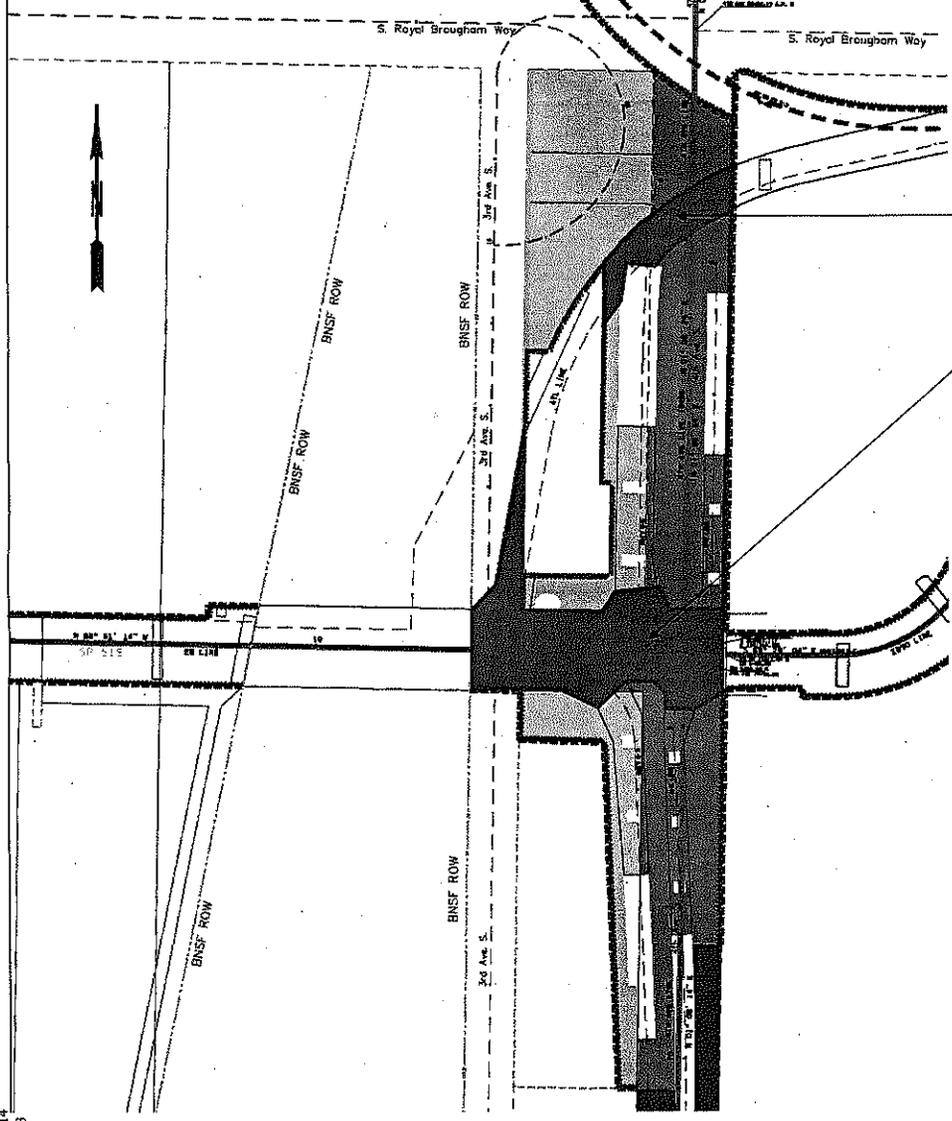
| DESIGNED BY | ENTERED BY | CHECKED BY | PROJ. ENGR. | REGIONAL ADM. | DATE | DATE | REVISION | BY |
|-------------|------------|-------------|-------------|---------------|----------|------|-------------------|----|
| N. ROSCOM | K. MCLEAN | B. MOCLAREN | B. NESBITT | J. OKAMOTO | | | | |
| | | | | | 12/29/00 | | REPLACEMENT SHEET | NR |

| | |
|--------------|--------------------|
| STATE | FED. AID PROJ. NO. |
| TO WASH | |
| JOB NUMBER | 39A053 |
| CONTRACT NO. | |

ENVIRONMENTAL AND ENGINEERING SERVICE CENTER



| |
|-------------------------|
| 11 |
| SHEET 156 OF 948 SHEETS |



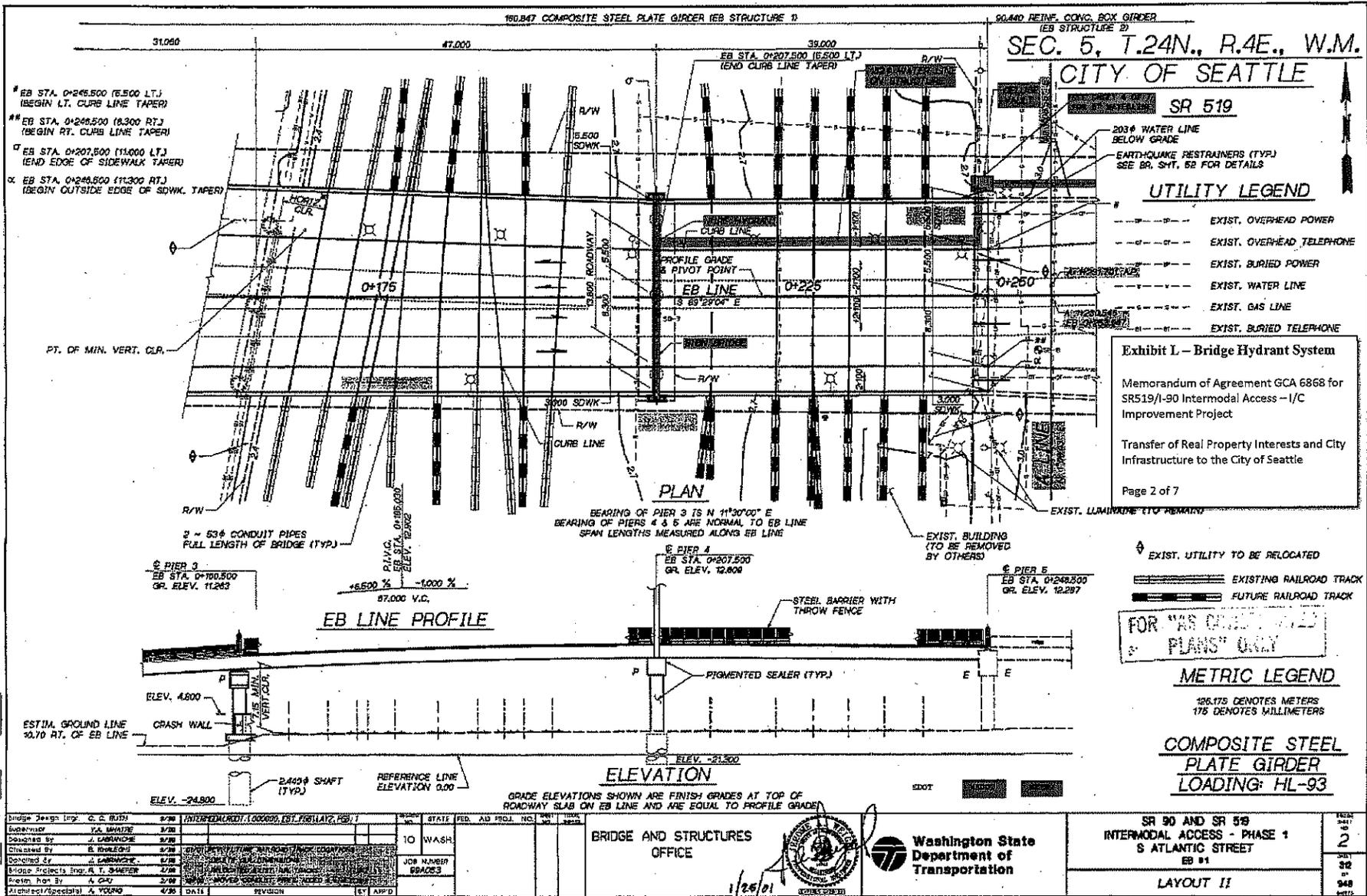
Underdeck Light Fixtures
The City shall own and maintain the underdeck light-fixtures mounted on WSDOT owned bridge structures in these areas.

**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 K to SDOT SR 519 Project Acquisition ORD ATT 1





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

SR 519 JOB NO. 2001 SHEET 2

| | | | | | | | | | | |
|-----------------------|---------------|------|--|-------|----|-------|--------------------|--|-------|--|
| Bridge Design Insp. | C. C. RUSSELL | 3/20 | INTERMODAL ACCESS - EST. PHASE 1, PEB. 1 | STATE | 10 | WASH. | FED. AID PROJ. NO. | | TRUCK | |
| Subcontractor | V.A. MATHIE | 3/20 | | | | | | | | |
| Designed by | J. LABUNDE | 3/20 | | | | | | | | |
| Checked by | B. WHELEIGH | 3/20 | | | | | | | | |
| Drawn by | J. LABUNDE | 3/20 | | | | | | | | |
| Bridge Projects Insp. | R. T. SHAFER | 2/28 | | | | | | | | |
| Printed by | A. GAY | 2/28 | | | | | | | | |
| Architect/Structural | A. YOUNG | 4/26 | | | | | | | | |
| DATE | REVISION | BY | APP'D | | | | | | | |

BRIDGE AND STRUCTURES OFFICE

Washington State Department of Transportation

1/25/21

SR 90 AND SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET EB #1 LAYOUT II

| | |
|-----------|----------|
| SCALE | 1" = 20' |
| SHEET NO. | 2 |
| DATE | 3/20/14 |
| BY | JL |
| CHECKED | RS |
| DATE | 3/20/14 |

SR 519 - INTERMODAL ACCESS PROJECT PHASE 1 - EB STRUCTURE 1

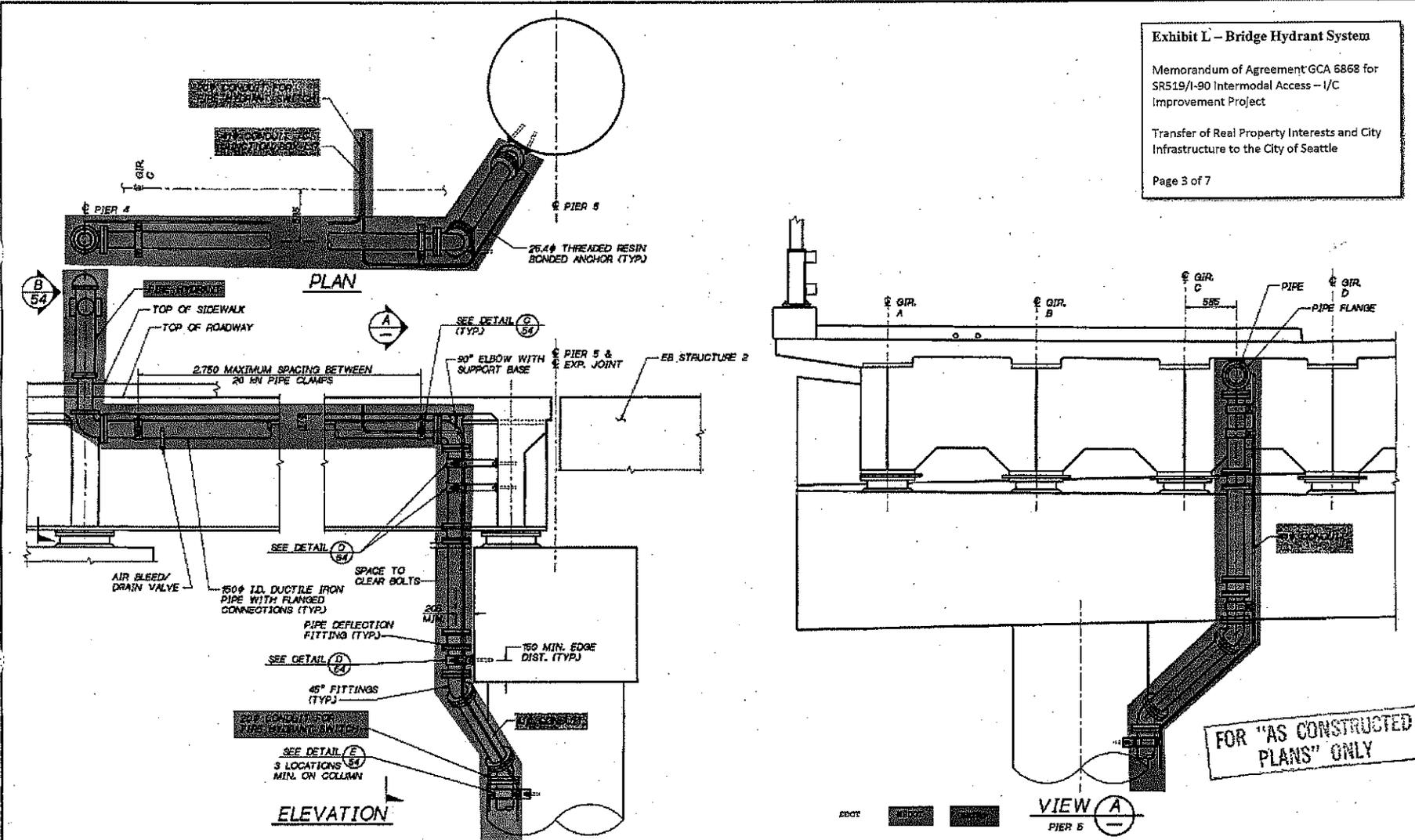


Exhibit L - Bridge Hydrant System

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



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

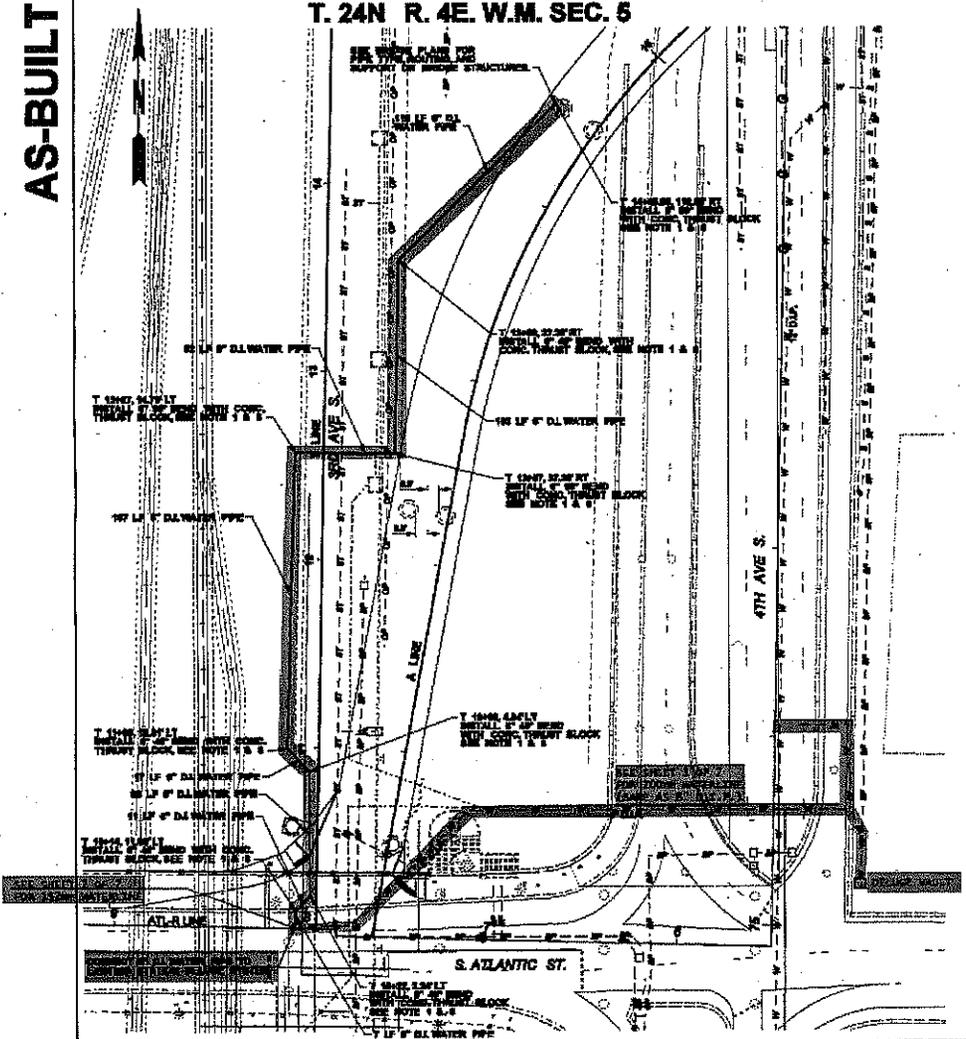
| | | | | | | |
|---|--|---------------------------------|----------------------------------|---|--|------------------|
| Bridge Design Engr. C. C. FLYNN Supervisor T. A. MATHRE Designed By J. LABAYOHE Checked By B. WAGNER Drawn By D. W. KELLY Electric Project Eng. Print. Don St. Architect/Approver: | 05-FEB-07 DATE REVISION BY APPD | 10 WASH JOB NUMBER 95A063 | 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 | 53 568 948 |
|---|--|---------------------------------|----------------------------------|---|--|------------------|

Exhibit L to SDOT SR 519 Project Acquisition ORD ATT 1



AS-BUILT

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



NOTE
1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
2. ALL EXISTING UTILITIES SHALL BE LOCATED AND DEPTH VERIFIED PRIOR TO CONSTRUCTION.
3. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SEATTLE STANDARD SPECIFICATIONS FOR HIGHWAY AND UTILITIES CONSTRUCTION.
4. ALL DIMENSIONS SHALL BE IN FEET AND INCHES.
5. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

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

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

| | |
|---------------|--|
| FILE NAME | RISBMENTS - SR 519/90 INTERMODAL ACCESS IMPROVEMENTS |
| TITLE | CONTRACT PLAN |
| DATE | 7/18/2010 |
| DESIGNED BY | H. PISAN |
| DRAWN BY | H. PISAN |
| CHECKED BY | E. HANSEN |
| APPROVED BY | A. HENNINGSON |
| PERSONAL ADM. | C. STONE |
| DATE | BY |

PRELAP PROJ. NO. 10 WASH

Washington State Department of Transportation

Kiewit | AECOM

| | |
|--|---------------------|
| SR519/90 to SR99 INTERMODAL ACCESS PROJECT - IC IMPROVEMENTS | PLAN SHEET NO. UT01 |
| ATLANTIC RAMP | |
| W-N RAMP TO BR 519/90W-N | |
| WATER MAIN PLAN | |

Exhibit L to SDOT SR 519 Project Acquisition ORD ATT 1

AS-BUILT

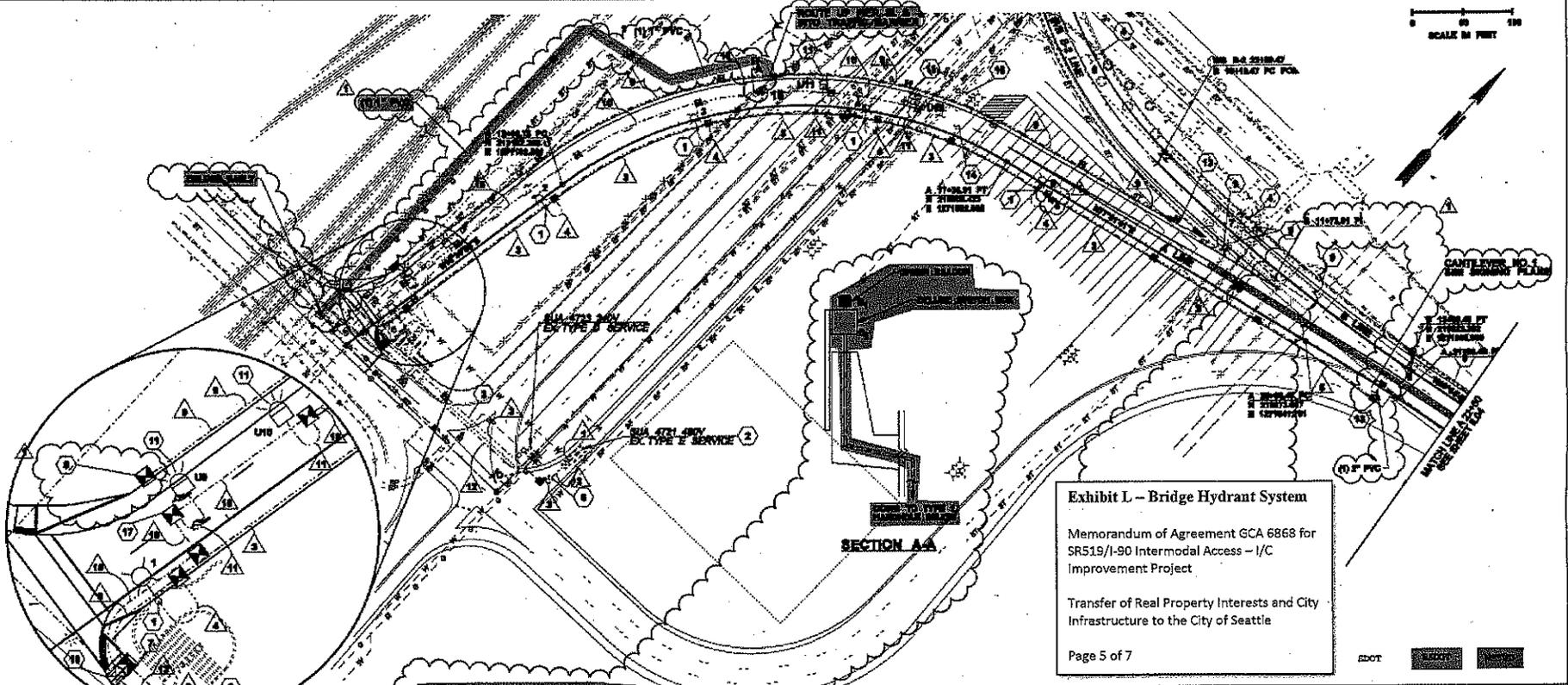
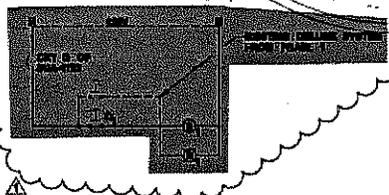


Exhibit L - Bridge Hydrant System
 Memorandum of Agreement GCA 6868 for SR519/I-90 Intermodal Access - I/C Improvement Project
 Transfer of Real Property Interests and City Infrastructure to the City of Seattle
 Page 5 of 7

- GENERAL NOTES:**
- SEE SHEET ILO1 FOR CONSTRUCTION NOTES, WIRING SCHEDULE, AND LUMINAIRE SCHEDULE.
 - SEE SHEET ILO1 FOR SIA-4724 SPEAKER SCHEDULE AND SCHEMATIC DIAGRAM.
 - SEE BRIDGE PLANS FOR PLACEMENT OF CONDUIT AND JUNCTION BOXES IN TRAFFIC BARRIER.
 - SEE SHEET ILO3 FOR RYERSON BASE UNDERDECK LIGHTING.

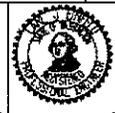
DETAIL A
 NOT TO SCALE



| ILLUMINATION LEGEND | | | | | |
|---------------------|-----|------------------------|----------|-----|----------------------------|
| EXISTING | NEW | | EXISTING | NEW | |
| | (X) | CONSTRUCTION NOTE | □ | □ | TYPE 1 JUNCTION BOX |
| | (Δ) | WIRE NOTE | □ | □ | TYPE 2 JUNCTION BOX |
| | (L) | LUMINAIRE | □ | □ | TYPE 3 JUNCTION BOX |
| | (U) | UNDERDECK LIGHTING | □ | □ | TYPE 4 JUNCTION BOX |
| | (O) | OVERHEAD SIGN LIGHTING | □ | □ | TYPE 5 JUNCTION BOX |
| | (R) | RYERSON BASE LIGHTING | □ | □ | TYPE 6 JUNCTION BOX |
| | (C) | CONDUIT | □ | □ | NEMA 4X JUNCTION BOX |
| | | | EE3 | EE2 | ELECTRICAL SERVICE CABINET |



| | | | | | | | |
|---------------|---|------|-------------|------|-----------|---------|-------------|
| FILE NAME | IC20080573 - SR 019CAD09A-Dr R ShadrWASrdr012_Shadr019P2746 SR ILO1.dgn | DATE | 11/24/18 AM | DATE | 7/18/2019 | PROJECT | FELLD PROJ. |
| TIME | | DATE | | DATE | | PROJECT | |
| PLOTTED BY | Schneider | DATE | | DATE | | PROJECT | |
| DRAWN BY | M. MACIAS | DATE | | DATE | | PROJECT | |
| ENTERED BY | K. CROMMWEIT | DATE | | DATE | | PROJECT | |
| CHECKED BY | C. EINFELD | DATE | 08/21/19 | DATE | | PROJECT | |
| PROJ ENGR. | A. HENDRISON | DATE | 07/30/18 | DATE | | PROJECT | |
| REGIONAL ADM. | C. STONE | DATE | | DATE | | PROJECT | |



Washington State
 Department of Transportation



SR519-90 to SR59 INTERMODAL
 ACCESS PROJECT - I/C IMPROVEMENTS
 ATLANTIC STREET RAMP
 W-1 RAMP TO SR 519, SRW-1
 ILLUMINATION PLAN

Joyce King
 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

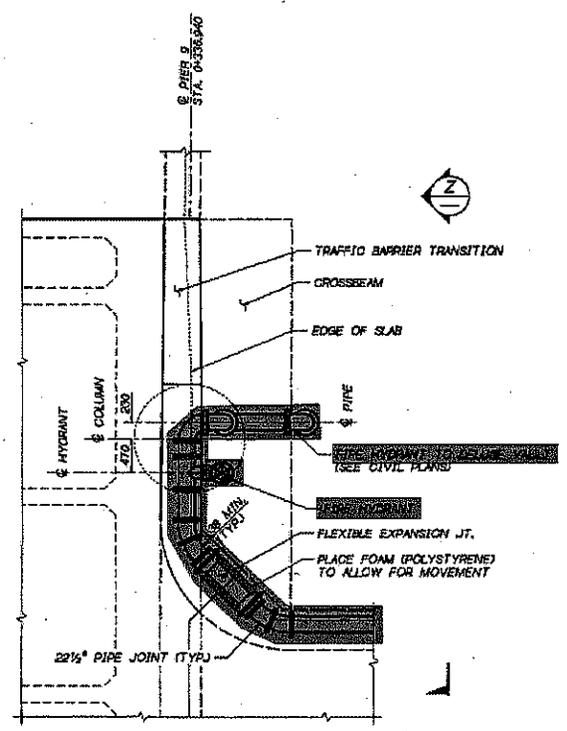


Exhibit L - Bridge Hydrant System

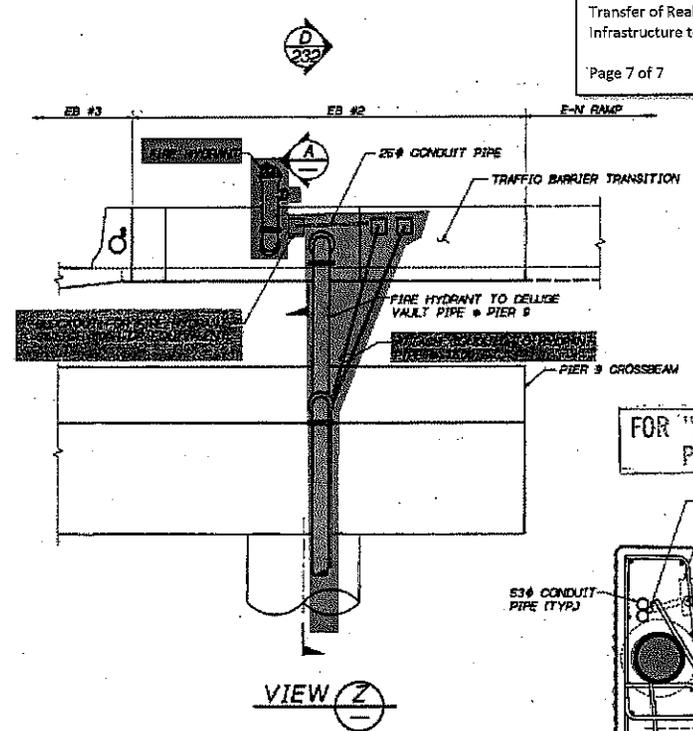
Memorandum of Agreement GCA 6868 for SR519/I-90 Intermodal Access - I/C Improvement Project

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

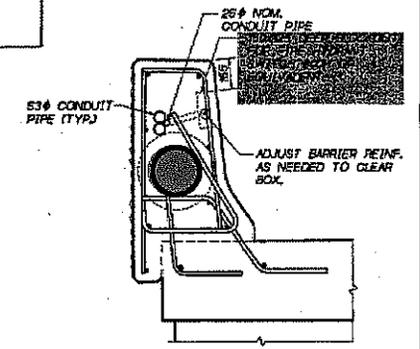
Page 7 of 7



PLAN - FIRE HYDRANT NEAR PIER 9



VIEW Z



SECTION A

| | | | | |
|-------------------------------|-------------------------------|----------|--------------------|------|
| Bridge Design Eng. G. G. RUTH | PROJECT: FIRE HYDRANT, PIER 9 | STATE | FED. AID PROJ. NO. | DATE |
| Supervisor V. A. MANTRE | | 10 WASH | | |
| Designed By TAD/APJ | 1/20 | | | |
| Checked By JC/MSH | 1/20 | | | |
| Detailing By V.A. MANTRE | 1/20 | | | |
| Drawn By | | | | |
| Checked By | | | | |
| Architect/Specifier | DATE | REVISION | BY | DATE |
| | 05-FEB-01 | | | |

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

| | |
|-----------------|-----|
| ASST. DIST. NO. | 230 |
| POST NO. | 505 |
| POST NO. | 948 |

Joyce Kling
SDOT SR 519 Project Acquisition ORD ATT 1 EXH L, 14, 2014, Version #1
SR 519, JOB NO. 2001, SHEET 230

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

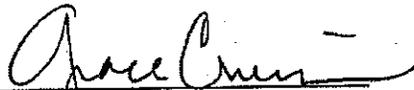
Each of the parties to this AGREEMENT shall protect, defend, indemnify, and save harmless the other party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or 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.

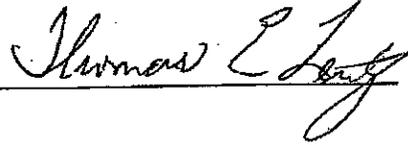
No liability shall attach to the STATE or the CITY by reason of entering into this AGREEMENT except as expressly provided herein.

CITY OF SEATTLE

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

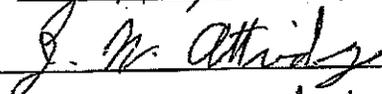


Grace Cunican, Director
Seattle Transportation



Approved as to form:

Date June 3, 2002



Title M. Counsel AAG

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

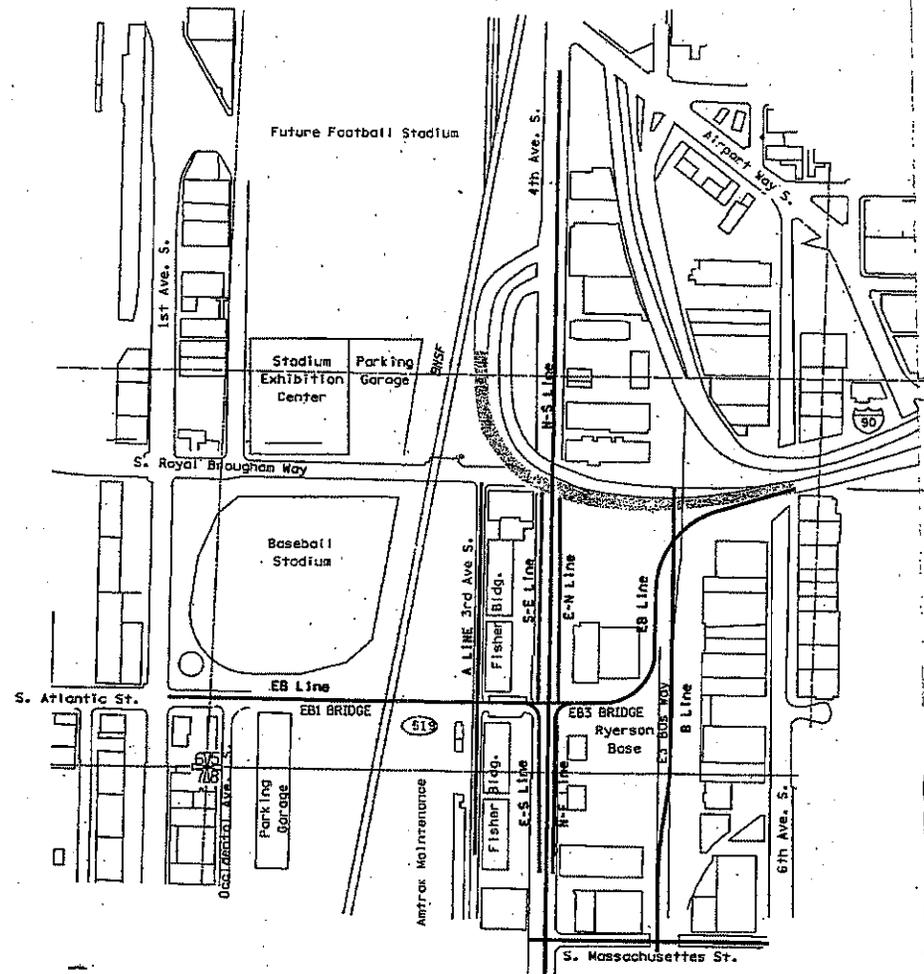
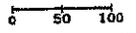


EXHIBIT "A"

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



03/21/2001 at \Data\3021\Draw\3021ShIndxVic.Dgn 61as8
 PLOTS

| | | | | | | | |
|---------------|-------------|--------|----------|---------|------|--------------------|------|
| DESIGNED BY | C. BRICHEUX | REGION | 10 | STATE | WASH | FED. AID PROJ. NO. | |
| ENTERED BY | C. BRICHEUX | | | | | | |
| CHECKED BY | B. GLAS | | | | | | |
| PROJ. ENGR. | B. NEBBITT | | | | | | |
| REGIONAL ADM. | J. OKAMOTO | DATE | 12-29-00 | LEADER | LINE | CODED | 2002 |
| | | | | REVISOR | | | |

ENVIRONMENTAL AND ENGINEERING
 SERVICE CENTER



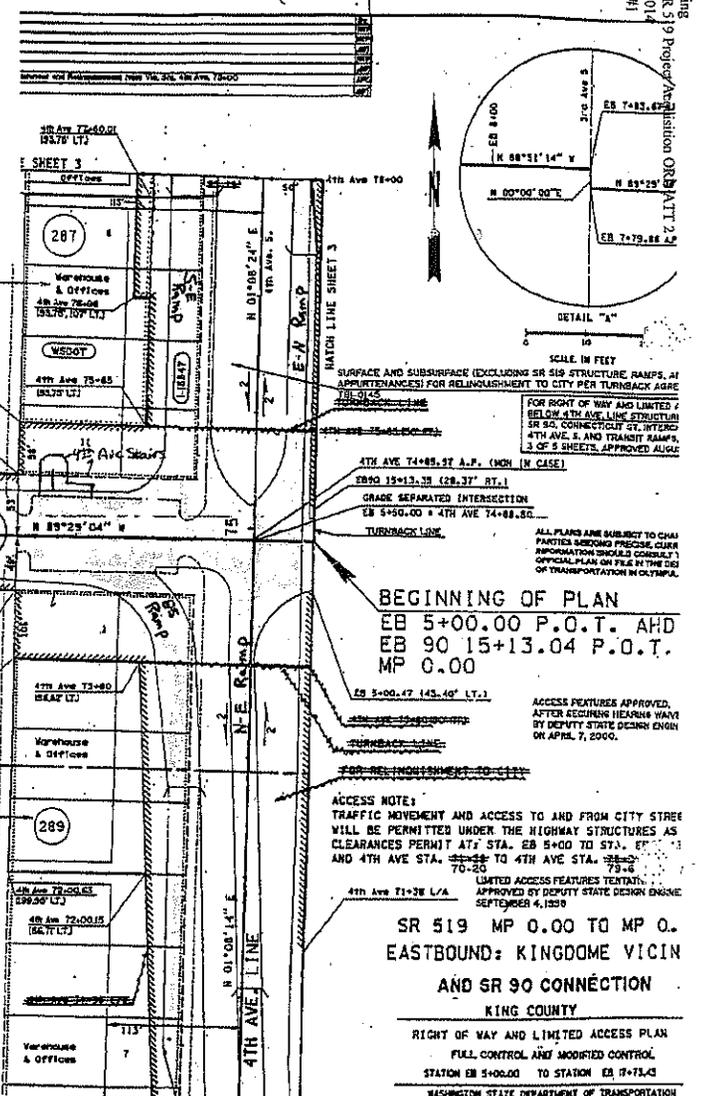
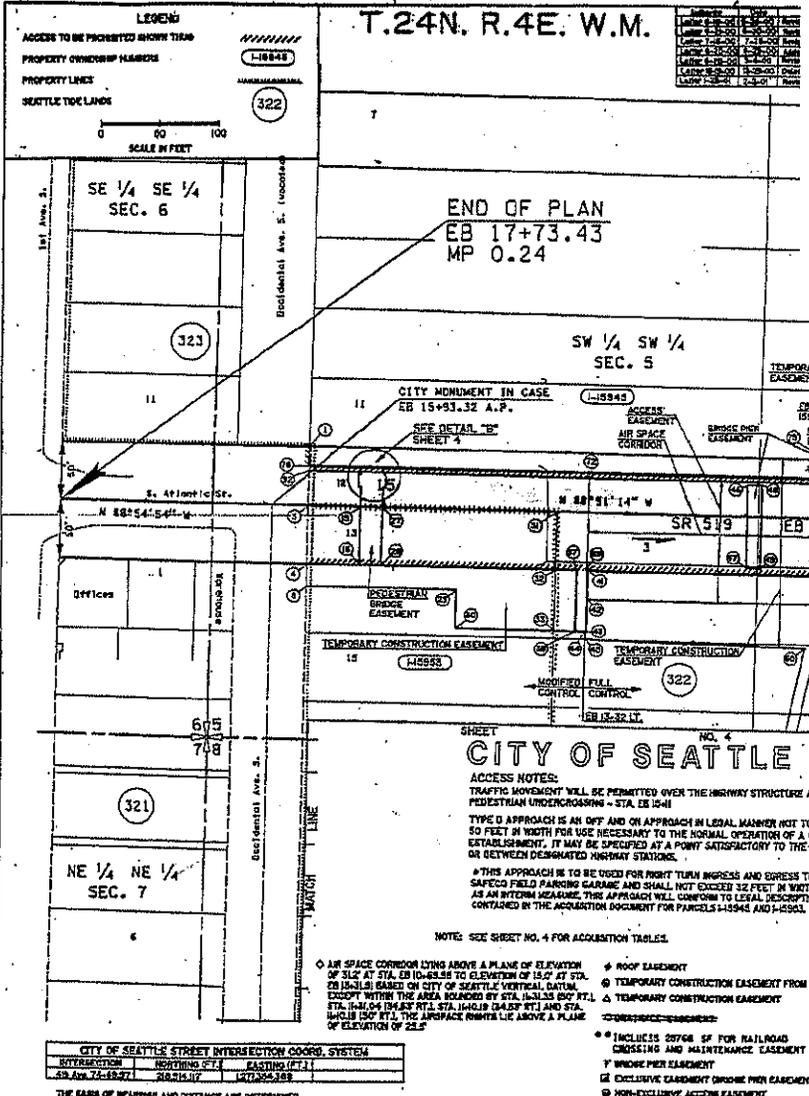
| | |
|--|------------------------------|
| SR 90 AND SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET | V1 |
| VICINITY MAP | SHEET 1 OF 1 948 PAGES |



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

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 1 of 3 Sheets March 23, 2001



BEGINNING OF PLAN
EB 5+00.00 P.O.T. AHD
EB 90 15+13.04 P.O.T.
MP 0.00

ACCESS FEATURES APPROVED AFTER ACQUIRING HIGHWAY WAY BY DEPUTY STATE DESIGN ENGINEER ON APRIL 7, 2000.

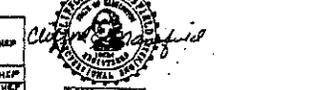
ACCESS NOTE:
TRAFFIC MOVEMENT AND ACCESS TO AND FROM CITY STREET WILL BE PERMITTED UNDER THE HIGHWAY STRUCTURES AS CLEARANCES PERMIT AT STA. EB 5+00 TO STA. EB 7+30 AND 4TH AVE STA. 70+30 TO 4TH AVE STA. 79+60.

LIMITED ACCESS FEATURES TENTATIVELY APPROVED BY DEPUTY STATE DESIGN ENGINEER SEPTEMBER 4, 1999

SR 519 MP 0.00 TO MP 0.6 EASTBOUND: KINGDOME VICIN AND SR 90 CONNECTION
KING COUNTY

RIGHT OF WAY AND LIMITED ACCESS PLAN FULL CONTROL AND MODIFIED CONTROL STATION EB 5+00.00 TO STATION EB 9+73.43

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON



APPROVED SEPTEMBER 4, 1999
DEPUTY STATE DESIGN ENGINEER

CITY OF SEATTLE

ACCESS NOTES:
TRAFFIC MOVEMENT WILL BE PERMITTED OVER THE HIGHWAY STRUCTURE AT PEDESTRIAN UNDERPASSING - STA. EB 1541

TYPE D APPROACH IS AN OFF AND ON APPROACH IN LEGAL MANNER NOT TO EXCEED 50 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.

* THIS APPROACH IS TO BE USED FOR RIGHT TURN INGRESS AND EGRESS TO THE SAFEGUARD FIELD PARKING GARAGE AND SHALL NOT EXCEED 32 FEET IN WIDTH. AS AN INTERIM MEASURE THIS APPROACH WILL CONFORM TO LEGAL DESCRIPTIONS CONTAINED IN THE ACQUISITION DOCUMENT FOR PARCELS 1-15945 AND 1-15941.

NOTE: SEE SHEET NO. 4 FOR ACQUISITION TABLES.

- ◇ AIR SPACE CORRIDOR LYING ABOVE A PLANE OF ELEVATION OF 312 FT STA. EB 10+45 TO ELEVATION OF 15.0 FT OF STA. EB 15+13.04 BASED ON CITY OF SEATTLE VERTICAL DATUM EXCEPT WITHIN THE AREA BOUNDED BY STA. 15+13.04 TO STA. 15+13.04 TO STA. 14+00 (WAS 15+13.04) AND STA. 14+00 (WAS 15+13.04) TO STA. 14+00 (WAS 15+13.04) THE SURFACE RIGHTS LIE ABOVE A PLANE OF ELEVATION OF 22.5'
- ◇ ROOF EASEMENT
- ◇ TEMPORARY CONSTRUCTION EASEMENT FROM W.S.M. B.S.P.A.
- ◇ TEMPORARY CONSTRUCTION EASEMENT
- ◇ EXCLUSIVE EASEMENT (DRIVE PERM EASEMENT)
- ◇ NON-EXCLUSIVE ACCESS EASEMENT
- ◇ INCLUDES 25% OF SF FOR RAILROAD CROSSING AND MAINTENANCE EASEMENT
- ◇ WINDY PERM EASEMENT
- ◇ EXCLUSIVE EASEMENT (DRIVE PERM EASEMENT)
- ◇ NON-EXCLUSIVE ACCESS EASEMENT

NOTE:
IMPACTS ON OWNERSHIP SHOULD BE VERIFIED PROPERTY RECORDS SHOULD BE CONSULTED FOR ADDITIONAL INFORMATION.

| INTERSECTION | NORTHINGS (FT.) | EASTINGS (FT.) |
|-----------------|-----------------|----------------|
| SR 519 72+15.77 | 210,215.17 | 127,324.389 |

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

| OWNER | W.S.M. B.S.P.A. | ACROSS | THRU | LEFT | RIGHT | STATION | TYPE | DATE | REMARKS |
|----------|-----------------|--------|------|------|-------|---|------|--------|---------|
| WABOT | 4884 | 5180 | 4884 | 4884 | 4884 | EB 15+13.04 LT., EB 14+00 LT., EB 14+48 LT. | 0-3 | 0-3-00 | |
| 11111111 | 148932 | 4884 | 4884 | 4884 | 4884 | EB 15+13.04 LT., EB 14+00 LT., EB 14+48 LT. | 0-3 | 0-3-00 | |

OWNERSHIPS ACCESS APPROACH SCHEDULE



JOYCE KING
SDOT SR 519 Project Acquisition ORD ATT 2
May 9, 2001
Version 1.0

| DATE | BY | REVISION |
|----------|----|----------|
| 07/23/01 | AL | 1.00 |
| 07/23/01 | AL | 1.01 |
| 07/23/01 | AL | 1.02 |
| 07/23/01 | AL | 1.03 |
| 07/23/01 | AL | 1.04 |
| 07/23/01 | AL | 1.05 |
| 07/23/01 | AL | 1.06 |
| 07/23/01 | AL | 1.07 |
| 07/23/01 | AL | 1.08 |
| 07/23/01 | AL | 1.09 |
| 07/23/01 | AL | 1.10 |
| 07/23/01 | AL | 1.11 |
| 07/23/01 | AL | 1.12 |

CITY OF SEATTLE

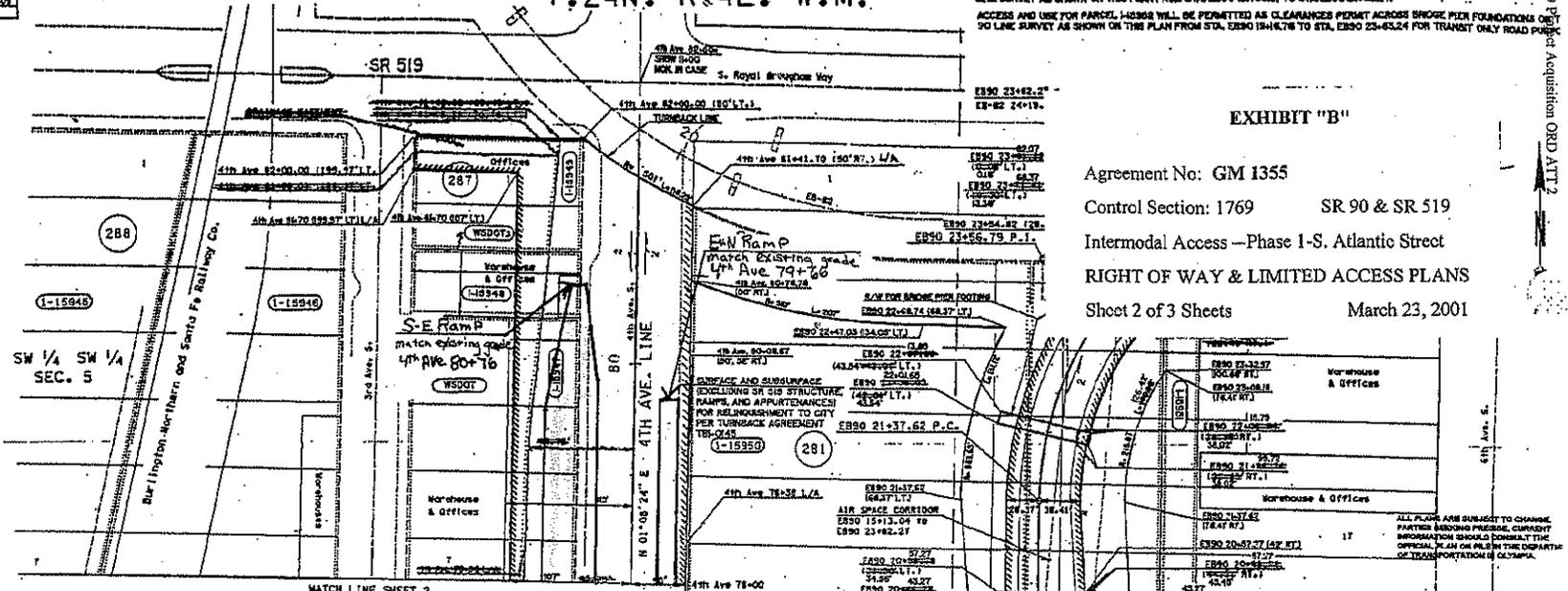
T.24N. R.4E. W.M.

ACCESS NOTES: ACCESS AND USE FOR PARCEL L18945 WILL BE PERMITTED AS CLEARANCES PERMIT ABOVE PIER FOUNDATIONS ON EBN0 LINE SURVEY AS SHOWN ON THIS PLAN FROM STA. EBN0 18+47.89 TO STA. EBN0 22+54.65.
ACCESS AND USE FOR PARCEL L18946 WILL BE PERMITTED AS CLEARANCES PERMIT ABOVE PIER FOUNDATIONS ON EBN0 LINE SURVEY AS SHOWN ON THIS PLAN FROM STA. EBN0 22+54.65 TO STA. EBN0 25+83.24.
ACCESS AND USE FOR PARCEL L18948 WILL BE PERMITTED AS CLEARANCES PERMIT ABOVE PIER FOUNDATIONS ON EBN0 LINE SURVEY AS SHOWN ON THIS PLAN FROM STA. EBN0 25+83.24 TO STA. EBN0 29+11.77.

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

| NO. | DESCRIPTION |
|-----|---------------------------|
| 1 | EXISTING RIGHT OF WAY |
| 2 | EXISTING EBN0 LINE SURVEY |
| 3 | EXISTING SR 519 |
| 4 | EXISTING SR 90 |
| 5 | EXISTING S. ATLANTIC ST. |
| 6 | EXISTING 4TH AVE. |
| 7 | EXISTING 5TH AVE. |
| 8 | EXISTING 6TH AVE. |
| 9 | EXISTING 7TH AVE. |
| 10 | EXISTING 8TH AVE. |
| 11 | EXISTING 9TH AVE. |
| 12 | EXISTING 10TH AVE. |
| 13 | EXISTING 11TH AVE. |
| 14 | EXISTING 12TH AVE. |
| 15 | EXISTING 13TH AVE. |
| 16 | EXISTING 14TH AVE. |
| 17 | EXISTING 15TH AVE. |
| 18 | EXISTING 16TH AVE. |
| 19 | EXISTING 17TH AVE. |
| 20 | EXISTING 18TH AVE. |
| 21 | EXISTING 19TH AVE. |
| 22 | EXISTING 20TH AVE. |
| 23 | EXISTING 21ST AVE. |
| 24 | EXISTING 22ND AVE. |
| 25 | EXISTING 23RD AVE. |
| 26 | EXISTING 24TH AVE. |
| 27 | EXISTING 25TH AVE. |
| 28 | EXISTING 26TH AVE. |
| 29 | EXISTING 27TH AVE. |
| 30 | EXISTING 28TH AVE. |
| 31 | EXISTING 29TH AVE. |
| 32 | EXISTING 30TH AVE. |
| 33 | EXISTING 31ST AVE. |
| 34 | EXISTING 32ND AVE. |
| 35 | EXISTING 33RD AVE. |
| 36 | EXISTING 34TH AVE. |
| 37 | EXISTING 35TH AVE. |
| 38 | EXISTING 36TH AVE. |
| 39 | EXISTING 37TH AVE. |
| 40 | EXISTING 38TH AVE. |
| 41 | EXISTING 39TH AVE. |
| 42 | EXISTING 40TH AVE. |
| 43 | EXISTING 41ST AVE. |
| 44 | EXISTING 42ND AVE. |
| 45 | EXISTING 43RD AVE. |
| 46 | EXISTING 44TH AVE. |
| 47 | EXISTING 45TH AVE. |
| 48 | EXISTING 46TH AVE. |
| 49 | EXISTING 47TH AVE. |
| 50 | EXISTING 48TH AVE. |
| 51 | EXISTING 49TH AVE. |
| 52 | EXISTING 50TH AVE. |
| 53 | EXISTING 51ST AVE. |
| 54 | EXISTING 52ND AVE. |
| 55 | EXISTING 53RD AVE. |
| 56 | EXISTING 54TH AVE. |
| 57 | EXISTING 55TH AVE. |
| 58 | EXISTING 56TH AVE. |
| 59 | EXISTING 57TH AVE. |
| 60 | EXISTING 58TH AVE. |
| 61 | EXISTING 59TH AVE. |
| 62 | EXISTING 60TH AVE. |
| 63 | EXISTING 61ST AVE. |
| 64 | EXISTING 62ND AVE. |
| 65 | EXISTING 63RD AVE. |
| 66 | EXISTING 64TH AVE. |
| 67 | EXISTING 65TH AVE. |
| 68 | EXISTING 66TH AVE. |
| 69 | EXISTING 67TH AVE. |
| 70 | EXISTING 68TH AVE. |
| 71 | EXISTING 69TH AVE. |
| 72 | EXISTING 70TH AVE. |
| 73 | EXISTING 71ST AVE. |
| 74 | EXISTING 72ND AVE. |
| 75 | EXISTING 73RD AVE. |
| 76 | EXISTING 74TH AVE. |
| 77 | EXISTING 75TH AVE. |
| 78 | EXISTING 76TH AVE. |
| 79 | EXISTING 77TH AVE. |
| 80 | EXISTING 78TH AVE. |
| 81 | EXISTING 79TH AVE. |
| 82 | EXISTING 80TH AVE. |
| 83 | EXISTING 81ST AVE. |
| 84 | EXISTING 82ND AVE. |
| 85 | EXISTING 83RD AVE. |
| 86 | EXISTING 84TH AVE. |
| 87 | EXISTING 85TH AVE. |
| 88 | EXISTING 86TH AVE. |
| 89 | EXISTING 87TH AVE. |
| 90 | EXISTING 88TH AVE. |
| 91 | EXISTING 89TH AVE. |
| 92 | EXISTING 90TH AVE. |
| 93 | EXISTING 91ST AVE. |
| 94 | EXISTING 92ND AVE. |
| 95 | EXISTING 93RD AVE. |
| 96 | EXISTING 94TH AVE. |
| 97 | EXISTING 95TH AVE. |
| 98 | EXISTING 96TH AVE. |
| 99 | EXISTING 97TH AVE. |
| 100 | EXISTING 98TH AVE. |
| 101 | EXISTING 99TH AVE. |
| 102 | EXISTING 100TH AVE. |



LEGEND

ACCESS TO BE PROHIBITED SHOW THIS

PROPERTY OWNERSHIP BOUNDARIES

PROPERTY LINES

SEATTLE TIDE LANDS

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. EBN0 5+00 TO STA. EBN0 8+13.67 AND 4TH AVE STA. 50+28 TO 4TH AVE STA. 52+40.

FAIR SPACE CORRIDOR:
THE STATE SHALL HAVE THE RIGHT OF ACCESS UNDER THE STRUCTURE BETWEEN STA. EBN0 13+04 AND STA. EBN0 23+22.27, RT. & LT. TO CONSTRUCT, INSPECT, MAINTAIN & REPAIR THE STRUCTURE APPURTENANCES AND/OR RIGHT OF WAY FROM CEILING LEVEL.

ACCESS AND USE WILL BE PERMITTED AS CLEARANCES PERMIT ABOVE PIER FOUNDATIONS AND ACCESS LARGER THAN 18" IN THE EBN0 LINE SURVEY AS SHOWN ON THIS PLAN FROM STA. EBN0 18+47.89 TO STA. EBN0 22+54.65 AND ACCESS TO AND FROM PARCEL L18945 SHALL BE PERMITTED AS SHOWN ON SHEETS 2 AND 3 OF 3 SHEETS OF THIS CITY PLAN INVOLVED BE BE CONDUCTED STATO FROM 4TH AVE. & TRANSIT RAMP.

- TEMPORARY CONSTRUCTION EASEMENT - INCLUDES AREA SHOWN ON SR 90 CORRIDOR, ST. INTERCHANGE 4TH AVE. & TRANSIT RAMP, SHEET 2 OF 3 SHEETS, APPROVED JAN. 23, 1998 AND SHEET 3 OF 3 SHEETS, APPROVED OCT. 1, 2001.
- TEMPORARY CONSTRUCTION EASEMENT
- DRAINAGE EASEMENT
- AIR SPACE CORRIDOR LINES ABOVE AN ELEVATION OF 50' BASED ON CITY OF SEATTLE VERTICAL DATUM

CITY OF SEATTLE STREET INTERSECTION COORD. SYSTEM

| INTERSECTION | NORTHING (FT.) | EASTING (FT.) |
|---------------------|----------------|---------------|
| 4TH AVE. & 6TH AVE. | 29,674.000 | 121,268.000 |

THE NAME OF BEARING AND DISTANCE ARE DETERMINED FROM CITY OF SEATTLE STREET INTERSECTION COORDINATE SYSTEM
THE DISTANCES SHOWN ARE HORIZONTAL DISTANCES
TOTAL AREA IS FROM ASSUMED RECORD

| WSDOT | OWNER | ACRES | SECTION | TOWNSHIP | RANGE | W.M. | SECTION | ACRES |
|--------|--------|-------|---------|----------|-------|------|---------|-------|
| L18945 | SR 519 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 28 | 1.00 |
| L18946 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 29 | 1.00 |
| L18948 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 30 | 1.00 |
| L18949 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 31 | 1.00 |
| L18950 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 32 | 1.00 |
| L18951 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 33 | 1.00 |
| L18952 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 34 | 1.00 |
| L18953 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 35 | 1.00 |
| L18954 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 36 | 1.00 |
| L18955 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 37 | 1.00 |
| L18956 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 38 | 1.00 |
| L18957 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 39 | 1.00 |
| L18958 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 40 | 1.00 |
| L18959 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 41 | 1.00 |
| L18960 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 42 | 1.00 |
| L18961 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 43 | 1.00 |
| L18962 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 44 | 1.00 |
| L18963 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 45 | 1.00 |
| L18964 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 46 | 1.00 |
| L18965 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 47 | 1.00 |
| L18966 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 48 | 1.00 |
| L18967 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 49 | 1.00 |
| L18968 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 50 | 1.00 |
| L18969 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 51 | 1.00 |
| L18970 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 52 | 1.00 |
| L18971 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 53 | 1.00 |
| L18972 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 54 | 1.00 |
| L18973 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 55 | 1.00 |
| L18974 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 56 | 1.00 |
| L18975 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 57 | 1.00 |
| L18976 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 58 | 1.00 |
| L18977 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 59 | 1.00 |
| L18978 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 60 | 1.00 |
| L18979 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 61 | 1.00 |
| L18980 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 62 | 1.00 |
| L18981 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 63 | 1.00 |
| L18982 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 64 | 1.00 |
| L18983 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 65 | 1.00 |
| L18984 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 66 | 1.00 |
| L18985 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 67 | 1.00 |
| L18986 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 68 | 1.00 |
| L18987 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 69 | 1.00 |
| L18988 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 70 | 1.00 |
| L18989 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 71 | 1.00 |
| L18990 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 72 | 1.00 |
| L18991 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 73 | 1.00 |
| L18992 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 74 | 1.00 |
| L18993 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 75 | 1.00 |
| L18994 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 76 | 1.00 |
| L18995 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 77 | 1.00 |
| L18996 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 78 | 1.00 |
| L18997 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 79 | 1.00 |
| L18998 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 80 | 1.00 |
| L18999 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 81 | 1.00 |
| L19000 | SR 90 | 1.00 | 24 | N. 24 | E. 4 | W.M. | 82 | 1.00 |

SR 519 MP 0.00 TO M...
EASTBOUND: KINGDOME VICIN
AND SR 90 CONNECTION
KING COUNTY
RIGHT OF WAY AND LIMITED ACCESS PLAN
FULL CONTROL
STATION EBN0 5+00 TO STATION EBN0 24+27
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON

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

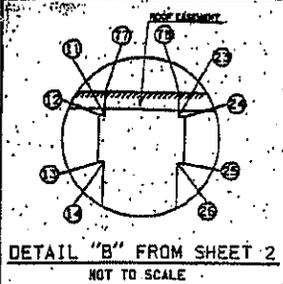
SDOT SR 519 Project Acquisition ORD ATT 2



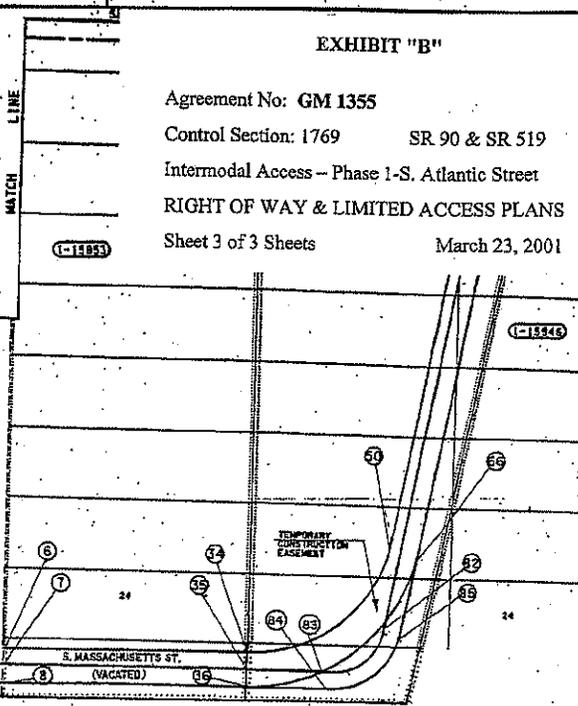
T.24N. R.4E. W.M.

EXHIBIT "B"

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



DETAIL "B" FROM SHEET 2
 NOT TO SCALE



I-15940 - Air Rights in Five (Air Space Corridor)

| Polk No. | Station | Offset | Direction | Area (SF) |
|----------|-------------|--------|-----------|-----------|
| 27 | SR 15940-21 | 34.97 | SE | 12327 |
| 28 | SR 15940-22 | 34.97 | SE | 12327 |
| 29 | SR 15940-23 | 34.97 | SE | 12327 |
| 30 | SR 15940-24 | 34.97 | SE | 12327 |
| 31 | SR 15940-25 | 34.97 | SE | 12327 |
| 32 | SR 15940-26 | 34.97 | SE | 12327 |
| 33 | SR 15940-27 | 34.97 | SE | 12327 |
| 34 | SR 15940-28 | 34.97 | SE | 12327 |
| 35 | SR 15940-29 | 34.97 | SE | 12327 |
| 36 | SR 15940-30 | 34.97 | SE | 12327 |

I-15945 - Non-Exclusive Permanent Access Easement

| Polk No. | Station | Offset | Direction | Area (SF) |
|----------|-------------|--------|-----------|-----------|
| 27 | SR 15945-21 | 34.97 | SE | 12327 |
| 28 | SR 15945-22 | 34.97 | SE | 12327 |
| 29 | SR 15945-23 | 34.97 | SE | 12327 |
| 30 | SR 15945-24 | 34.97 | SE | 12327 |
| 31 | SR 15945-25 | 34.97 | SE | 12327 |
| 32 | SR 15945-26 | 34.97 | SE | 12327 |
| 33 | SR 15945-27 | 34.97 | SE | 12327 |
| 34 | SR 15945-28 | 34.97 | SE | 12327 |
| 35 | SR 15945-29 | 34.97 | SE | 12327 |
| 36 | SR 15945-30 | 34.97 | SE | 12327 |

A1-15945 - Temporary Construction Easement

| Polk No. | Station | Offset | Direction | Area (SF) |
|----------|-------------|--------|-----------|-----------|
| 1 | SR 15945-1 | 34.97 | SE | 12327 |
| 2 | SR 15945-2 | 34.97 | SE | 12327 |
| 3 | SR 15945-3 | 34.97 | SE | 12327 |
| 4 | SR 15945-4 | 34.97 | SE | 12327 |
| 5 | SR 15945-5 | 34.97 | SE | 12327 |
| 6 | SR 15945-6 | 34.97 | SE | 12327 |
| 7 | SR 15945-7 | 34.97 | SE | 12327 |
| 8 | SR 15945-8 | 34.97 | SE | 12327 |
| 9 | SR 15945-9 | 34.97 | SE | 12327 |
| 10 | SR 15945-10 | 34.97 | SE | 12327 |

I-15945 - Pedestrian Bridge Easement Lying Between Elevations 45.0' and 75.0' Based on City of Seattle Vertical Datum Together With Pier at 112.13, 25.24 (To Be Reserved By I-15945)

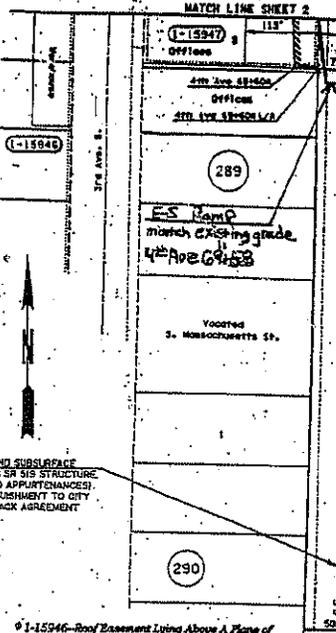
| Polk No. | Station | Offset | Direction | Area (SF) |
|----------|-------------|--------|-----------|-----------|
| 27 | SR 15945-27 | 34.97 | SE | 12327 |
| 28 | SR 15945-28 | 34.97 | SE | 12327 |
| 29 | SR 15945-29 | 34.97 | SE | 12327 |
| 30 | SR 15945-30 | 34.97 | SE | 12327 |
| 31 | SR 15945-31 | 34.97 | SE | 12327 |
| 32 | SR 15945-32 | 34.97 | SE | 12327 |
| 33 | SR 15945-33 | 34.97 | SE | 12327 |
| 34 | SR 15945-34 | 34.97 | SE | 12327 |
| 35 | SR 15945-35 | 34.97 | SE | 12327 |
| 36 | SR 15945-36 | 34.97 | SE | 12327 |

I-15945 - Roof Easement Lying Between Elevations 100.0' and 185.0' Based on City of Seattle Vertical Datum (To Be Reserved By I-15945)

| Polk No. | Station | Offset | Direction | Area (SF) |
|----------|-------------|--------|-----------|-----------|
| 27 | SR 15945-27 | 34.97 | SE | 12327 |
| 28 | SR 15945-28 | 34.97 | SE | 12327 |
| 29 | SR 15945-29 | 34.97 | SE | 12327 |
| 30 | SR 15945-30 | 34.97 | SE | 12327 |
| 31 | SR 15945-31 | 34.97 | SE | 12327 |
| 32 | SR 15945-32 | 34.97 | SE | 12327 |
| 33 | SR 15945-33 | 34.97 | SE | 12327 |
| 34 | SR 15945-34 | 34.97 | SE | 12327 |
| 35 | SR 15945-35 | 34.97 | SE | 12327 |
| 36 | SR 15945-36 | 34.97 | SE | 12327 |

LEGEND

- ACCESS TO BE PROHIBITED SHOW THIS
- PROPERTY OWNERSHIP NUMBERS
- PROPERTY LINES
- SEATTLE TIDE LANDS



I-15946 - Roof Easement Lying Above A Plane of Elevation of 100.0' Based on City of Seattle Vertical Datum (To Be Reserved By W.S.M.L. S.S.P.F.D.)

| Polk No. | Station | Offset | Direction | Area (SF) |
|----------|-------------|--------|-----------|-----------|
| 27 | SR 15946-27 | 34.97 | SE | 12327 |
| 28 | SR 15946-28 | 34.97 | SE | 12327 |
| 29 | SR 15946-29 | 34.97 | SE | 12327 |
| 30 | SR 15946-30 | 34.97 | SE | 12327 |
| 31 | SR 15946-31 | 34.97 | SE | 12327 |
| 32 | SR 15946-32 | 34.97 | SE | 12327 |
| 33 | SR 15946-33 | 34.97 | SE | 12327 |
| 34 | SR 15946-34 | 34.97 | SE | 12327 |
| 35 | SR 15946-35 | 34.97 | SE | 12327 |
| 36 | SR 15946-36 | 34.97 | SE | 12327 |

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

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

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

CITY OF SEATTLE

SR 519 MP 0.00 TO MP 0.24
 EASTBOUND: KINGOME VICINITY
 AND SR 90 CONNECTION
 KING COUNTY

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



DEPUTY STATE DESIGN ENGINEER APPROVED SEPTEMBER 4, 2004



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"

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 I-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.

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

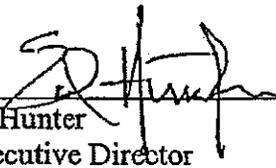


these conditions and restrictions while constructing, repairing or maintaining the SR 519 Expansion Project on behalf of WSDOT.

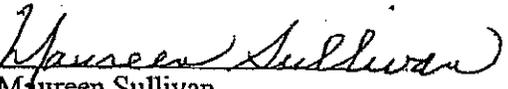
- K. Liens. Except as provided under RCW 8.25.220, WSDOT, its agents, employees, successors or assignees shall take no action that results in the imposition of any attachment, judgment, lien, charge or encumbrance whatsoever on the Facility or Granted Easements. In the event any third party asserts or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

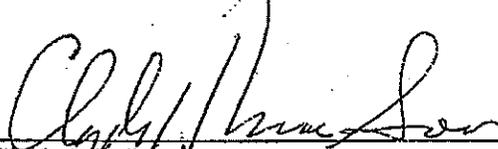
By: 
Clyde MacIver
Executive Vice President and
General Counsel

EXHIBIT "C"



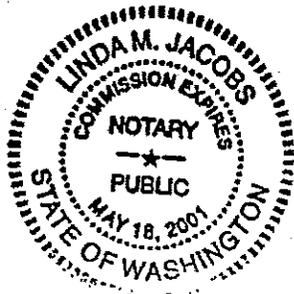
STATE OF WASHINGTON)

: ss.

County of King)

On this 27th 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

K105252\00017\TEB\EB_A20.JPG

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 I-S. Atlantic Street

OPERATING & MAINTENANCE AGREEMENT

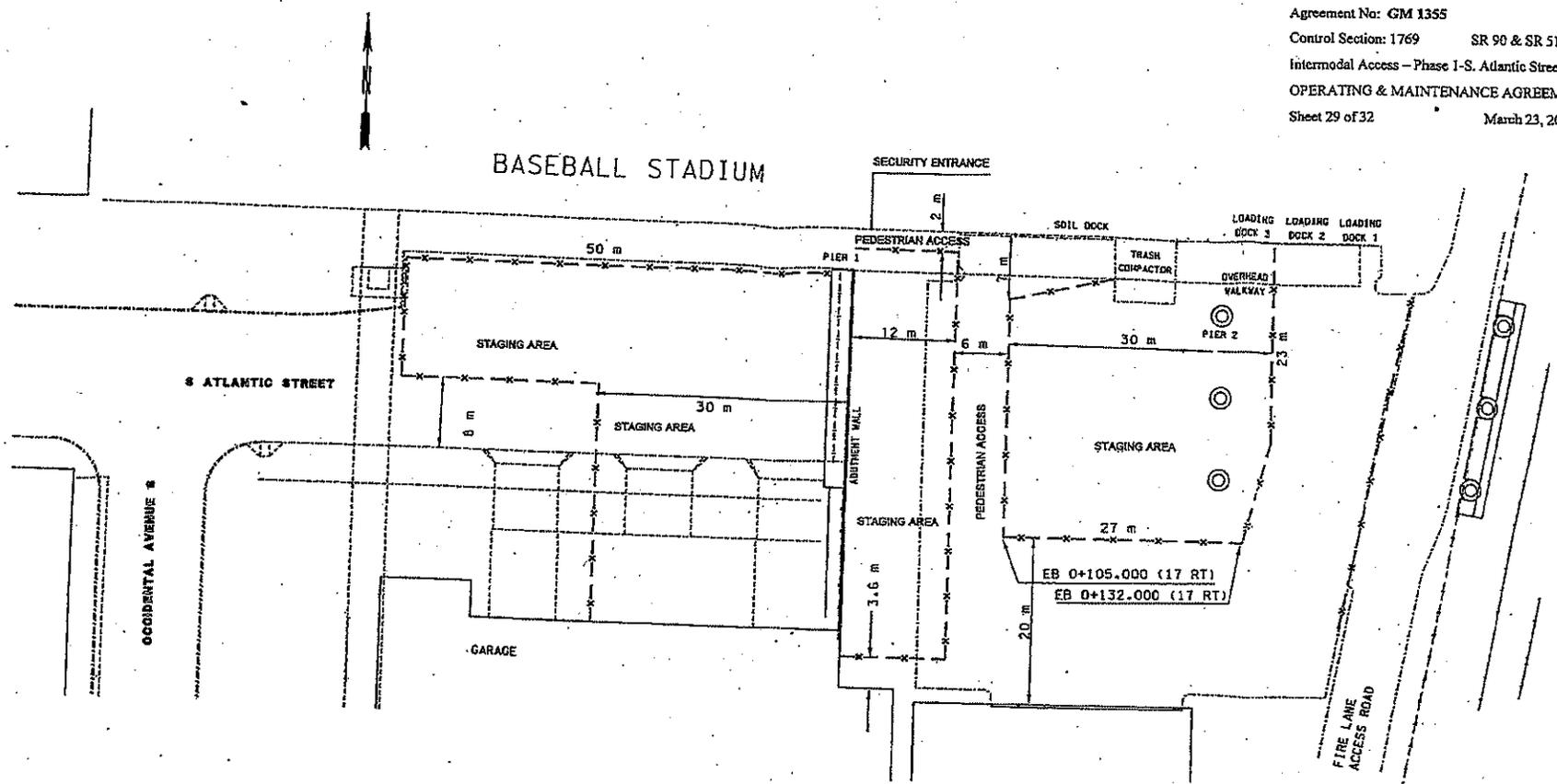
Sheet 27 of 32

March 23, 2001

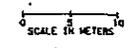


EXHIBIT "C"

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



STAGE 2
 CONTINUE PIER 1
 PIER 2



| LEGEND | |
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09/20/2000

PL0124

SDOT SR 519 Project Acquisition ORD ATT 2

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

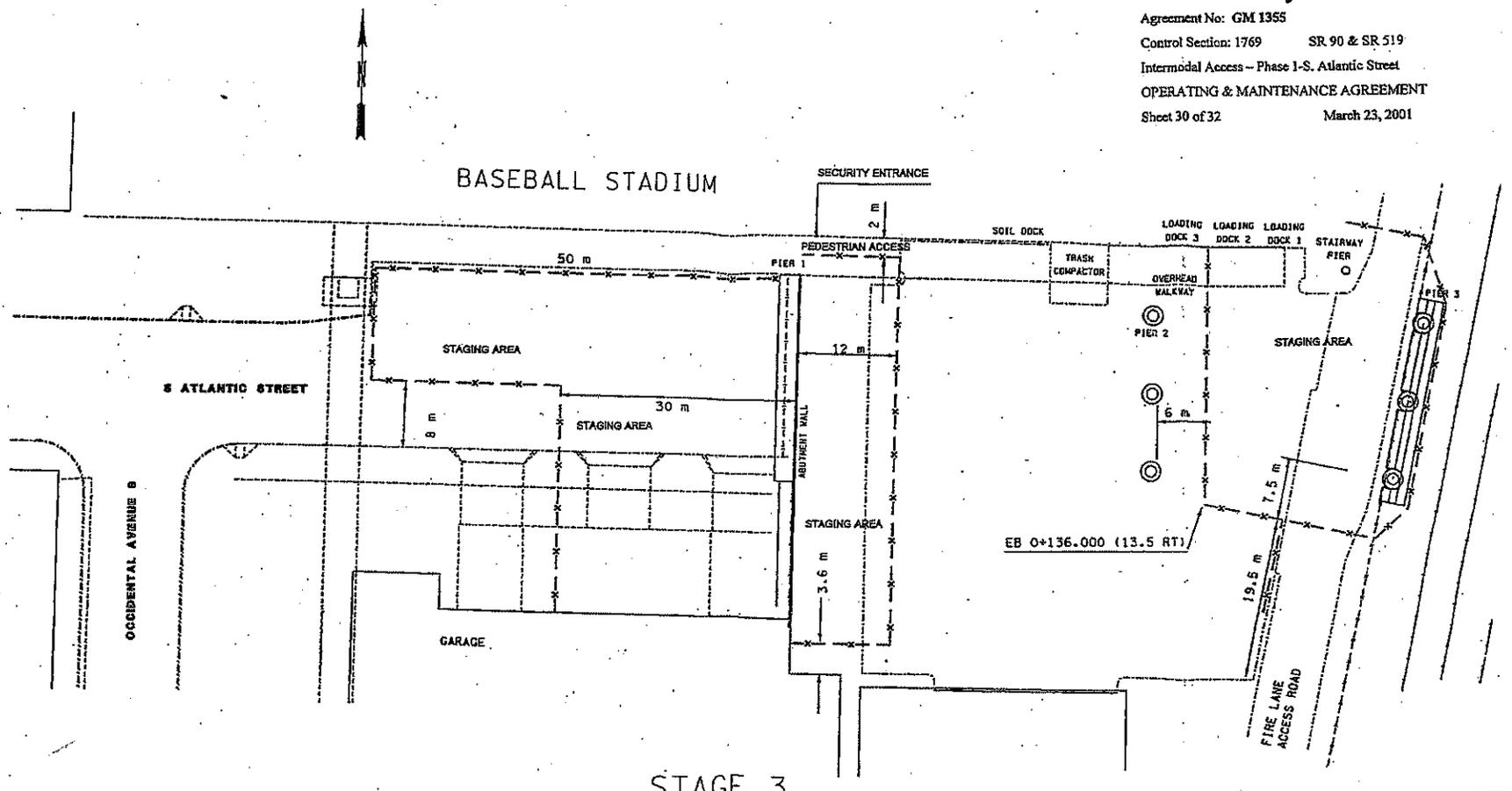


James King
 SDOT SR 519 Project Acquisition ORD ATT 2
 May 9, 2014
 Version #1

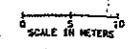
EXHIBIT "C"

Agreement No: GM 1355
 Control Section: 1769 SR 90 & SR 519
 Intermodal Access - Phase 1-S. Atlantic Street
 OPERATING & MAINTENANCE AGREEMENT
 Sheet 30 of 32 March 23, 2001

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 09/20/2000
 NOTES



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



| LEGEND | |
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| DESIGNED BY J. FARRIS | REGION NO. 10 | STATE WASH | FED.AID PROJ.NO. | ENVIRONMENTAL AND ENGINEERING SERVICE CENTER | Washington State Department of Transportation | SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET | STG3 |
| ENTERED BY J. FARRIS | JAN 2004 | | | | | | |
| CHECKED BY B. OLAS | CONTRACT NO. | | | | | STAGING PLAN - BASEBALL STADIUM | SHEET OF SHEETS |
| PROJ. ENGR. S. HEBBITT | DATE | DATE | REVISION | BY | | | |
| REGIONAL ADM. J. OKAMOTO | | | | | | | |



SDOT SR 519 Project Acquisition ORD ATT 2

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

Joyce Kling
 SDCOT SR 519 Project Acquisition ORD ATT 2
 Version 01
 SR 519 SR 90 SR 519
 PROJECT PHASE 1 - S ATLANTIC STREET
 INTERMODAL AC - SR 519

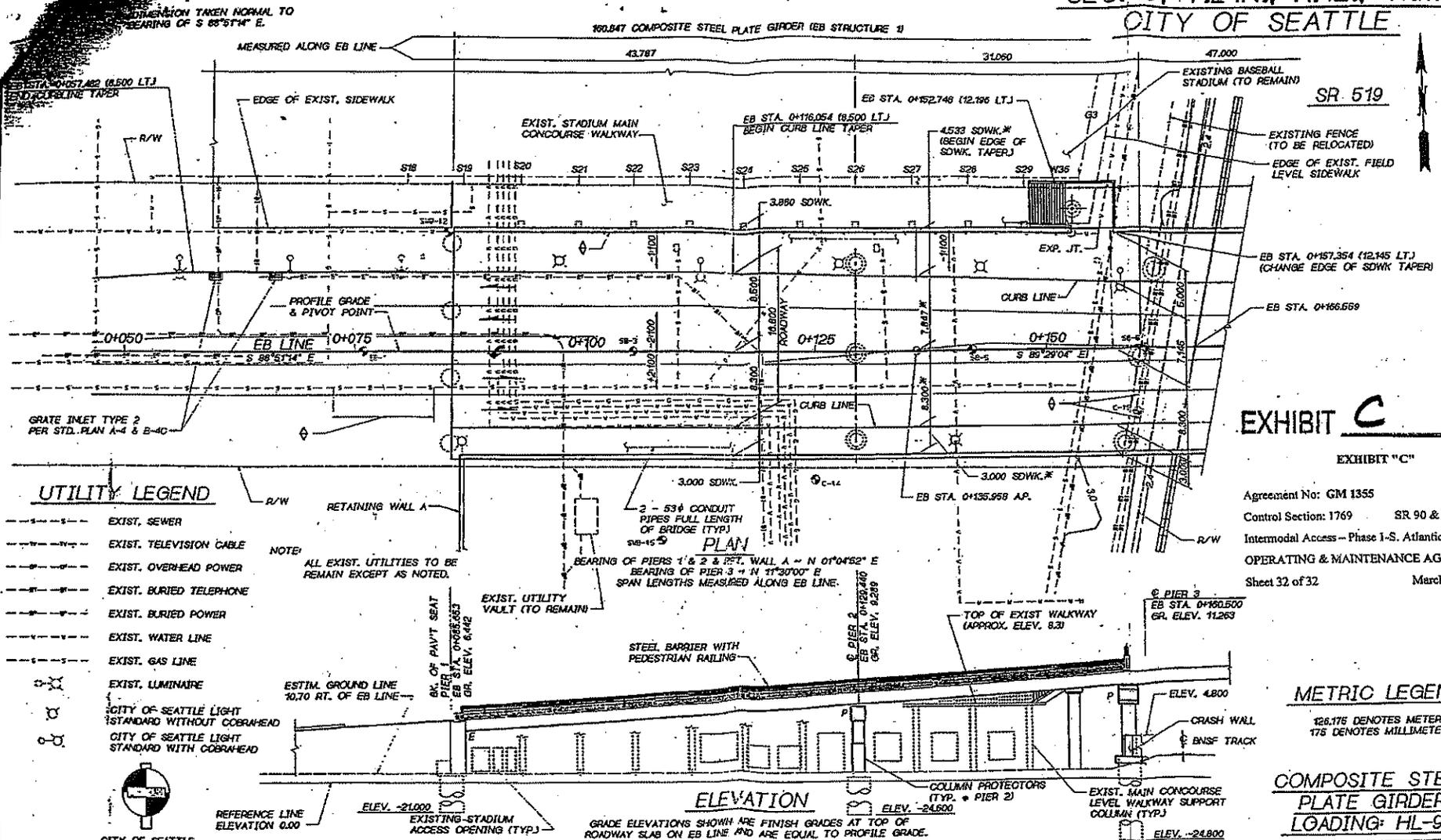


EXHIBIT C
EXHIBIT "C"

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 COBRANEAD
 - CITY OF SEATTLE LIGHT STANDARD WITH COBRANEAD

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

BEARING OF PIERS 1 & 2 & RET. WALL A ~ N 0°4'52" E
 BEARING OF PIER 3 ~ N 1°30'00" E
 SPAN LENGTHS MEASURED ALONG EB LINE.

METRIC LEGEND
 126.175 DENOTES METERS
 175 DENOTES MILLIMETERS

**COMPOSITE STEEL
 PLATE GIRDER
 LOADING: HL-93**

| DATE | BY | REVISION |
|----------|------------|----------|
| 07/20/01 | J. LAMONGE | 10 |
| 07/20/01 | J. LAMONGE | 11 |
| 07/20/01 | J. LAMONGE | 12 |
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| 07/20/01 | J. LAMONGE | 14 |
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| 07/20/01 | J. LAMONGE | 28 |
| 07/20/01 | J. LAMONGE | 29 |
| 07/20/01 | J. LAMONGE | 30 |

BRIDGE AND STRUCTURES OFFICE

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

SDCOT SR 519 Project Acquisition ORD ATT 2



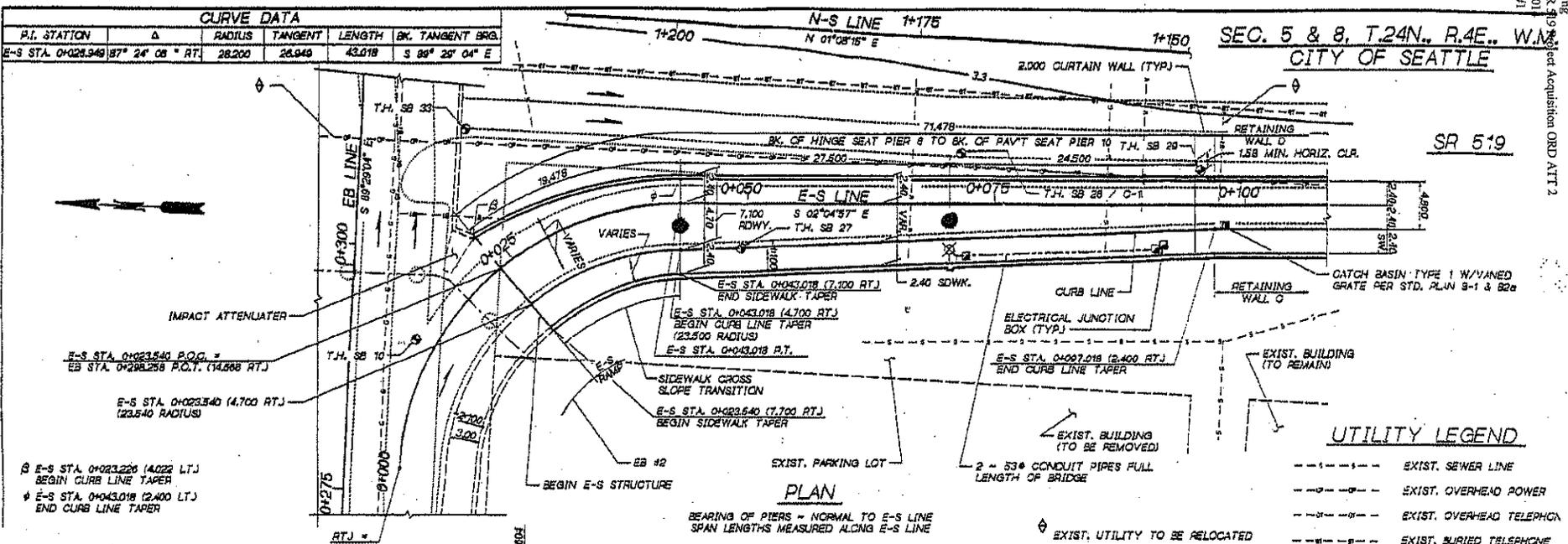
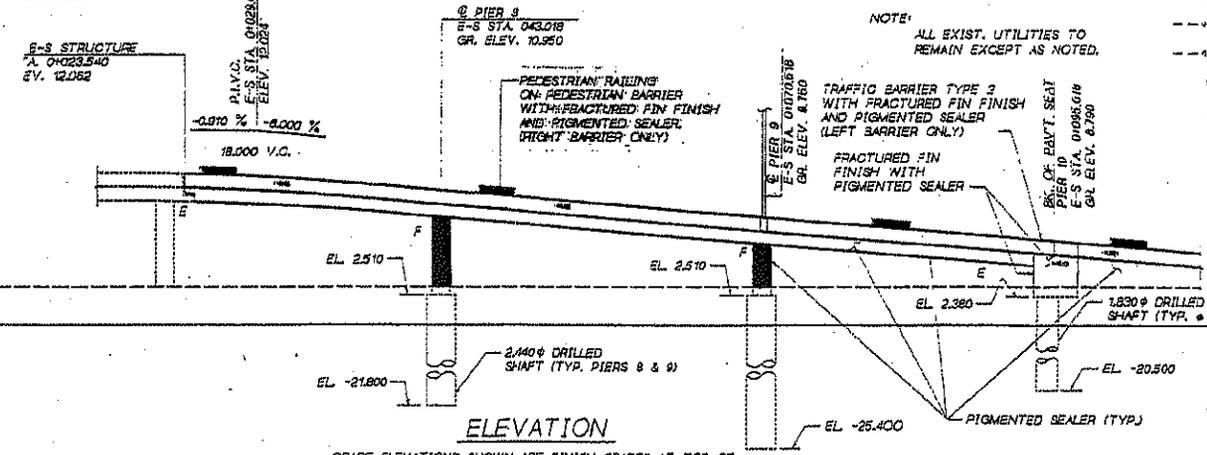


EXHIBIT "D"

Agreement No: GM 1355
 Control Section: 1769 SR 90 & SR 519
 Intermodal Access-Phase 1-S, Atlantic Street
 Bridge Columns City Will Be Responsible For
 Removing Or Spot Painting Graffiti
 Sheet 3 of 3 Sheets May 22, 2002



| | | | | | |
|--|---|--|--|---|-------------------------|
| Bridge Design Eng. C. C. RUTH Supervisor Y. A. LEWIS Designer P. M. RASH Checked By A. A. BISHOP Drawn By J. M. ANDERSON Project Manager R. P. SWANSON Project Engineer A. G. GRIFFIN Architect/Specifier A. VOLAND | INTERMODAL ACCESS - PHASE 1 S. ATLANTIC STREET 10 WASH. JOB NUMBER 99AC53 DATE | BRIDGE AND STRUCTURES OFFICE 12/28/10 | | SR 90 AND SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET ES RAMP LAYOUT | 33 500 548 410 |
|--|---|--|--|---|-------------------------|

SPOC SR 519 Project Acquisition ORD ATT 2



**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.

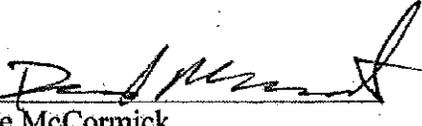
IN WITNESS WHEREOF, the Parties hereto have executed this AMENDMENT No. 1 as of the last date written below.

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



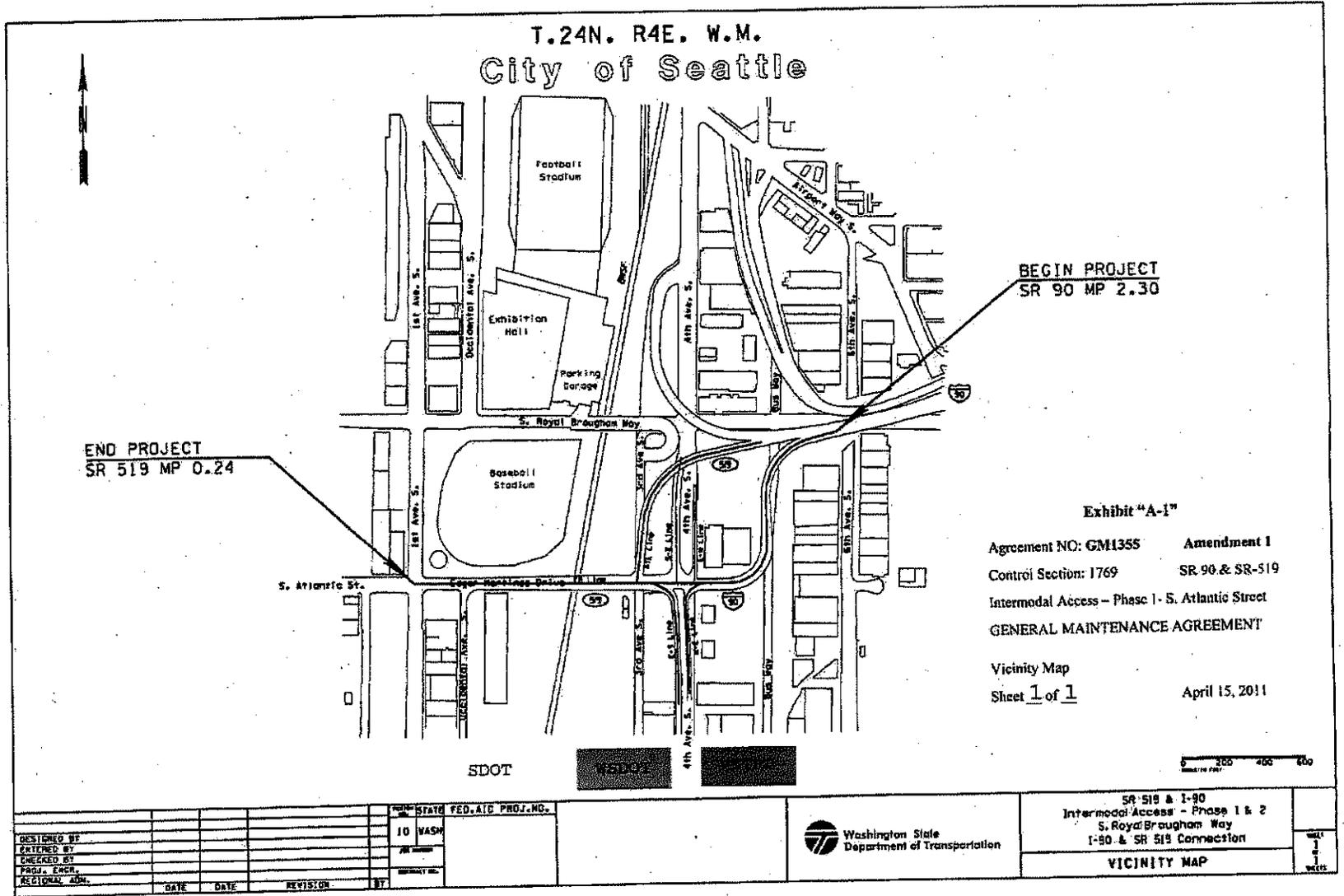
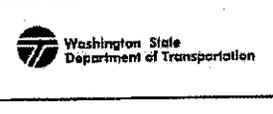


Exhibit "A-1"
 Agreement NO: GM1355 Amendment 1
 Control Section: 1769 SR 90 & SR-519
 Intermodal Access - Phase 1 - S. Atlantic Street
GENERAL MAINTENANCE AGREEMENT
 Vicinity Map
 Sheet 1 of 1 April 15, 2011

| DESIGNED BY | CHECKED BY | PROJ. ENGR. | REGIONAL ADM. | DATE | DATE | REVISION | BY |
|-------------|------------|-------------|---------------|------|------|----------|----|
| | | | | | | | |

| | | |
|-------|----------|-----------|
| STATE | FED. AID | PROJ. NO. |
| 10 | WASH | |



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

Amendment 1 to SDOT SR 519 Project Acquisition ORD ATT 2 AM/END 1



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

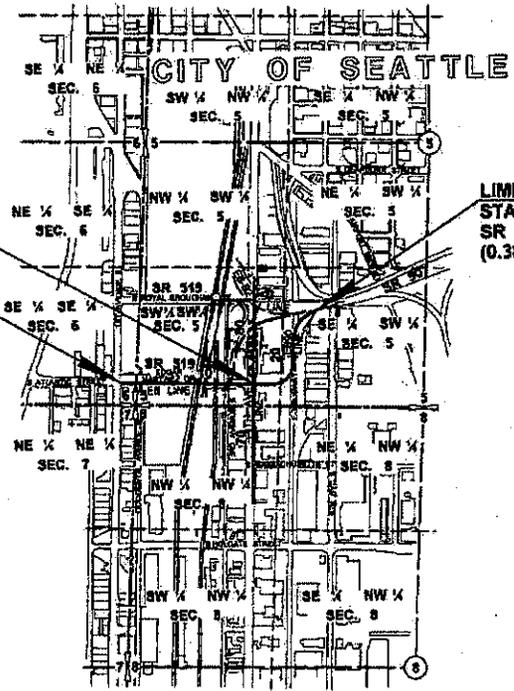
ALL PLANS ARE SUBJECT TO CHANGE
 ENGINEER SHOULD BE NOTICED
 PROPERTY RIGHTS NOTES
 MAY NOT HAVE BEEN ACCURATE
 BEARING CURRENT INFORMATION SHOULD
 CONSULT THE DEPARTMENT OF
 TRANSPORTATION HEADQUARTERS BUREAU
 OF HIGHWAYS OFFICE FOR THE OFFICIAL
 PLAN ON FILE



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. 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.)



THIS PLAN SUPERSEDES BY FILE NUMBER
 W/NO. 1170000 VICINITY AND SR 519 COLLECTOR
 SHEET 1 TROLL # OF 2 SHEETS
 APPROVED SEPTEMBER 4, 2011

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

KING COUNTY

VICINITY MAP
 TOTAL LENGTH OF PLAN = 0.24 MILE

Exhibit "B-1"

Agreement No: GM1355 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 OWNERS' NAMES

PROPERTY LINES

SCALE IN FEET

0 50 100

APPROVED AND ADDED SEPTEMBER 1, 2011

SDP

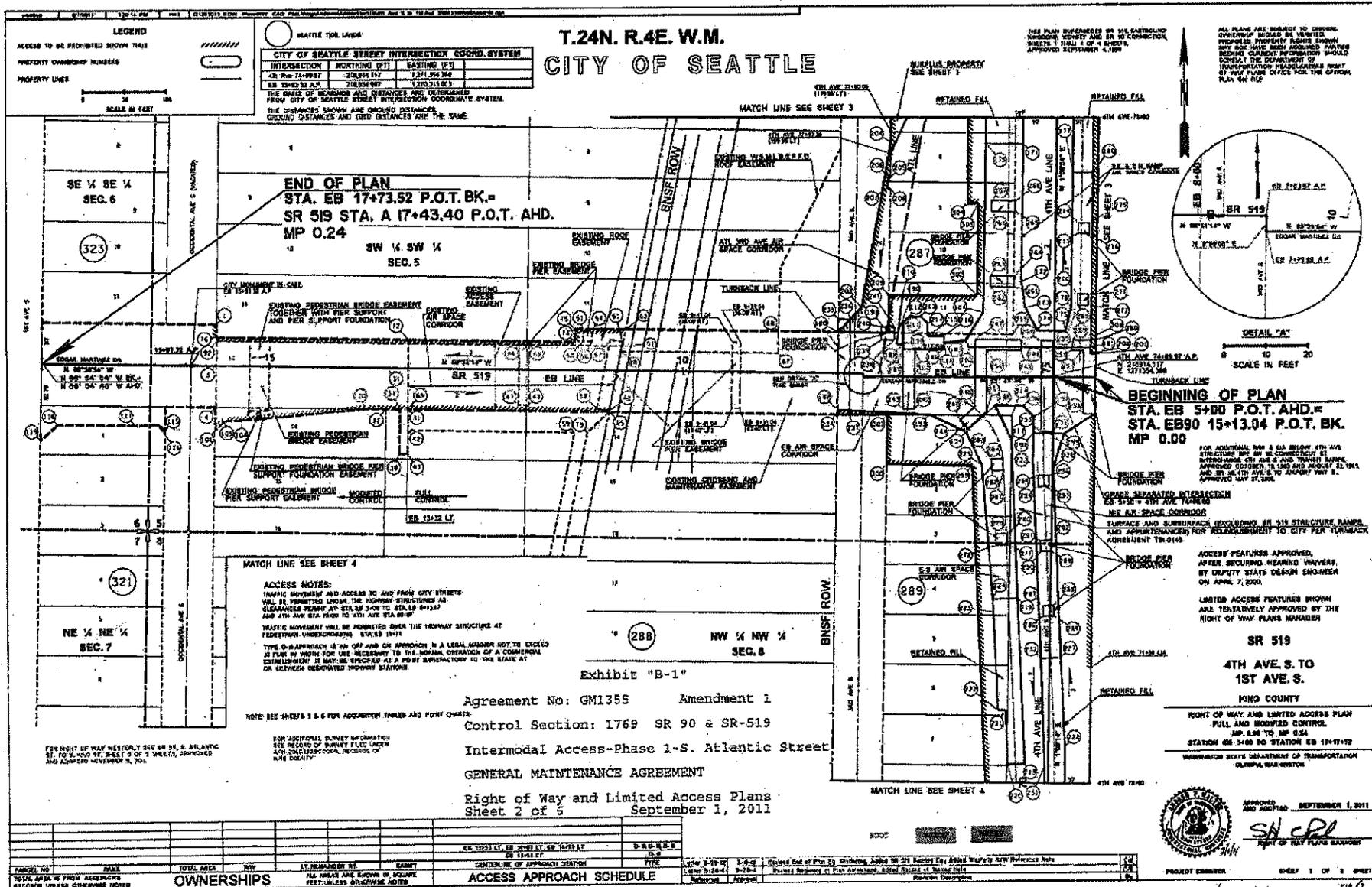
SEAL OF KING COUNTY

PROJECT ENGINEER SHEET 1 OF 6 SR519

Drawer V259 Sequence 06

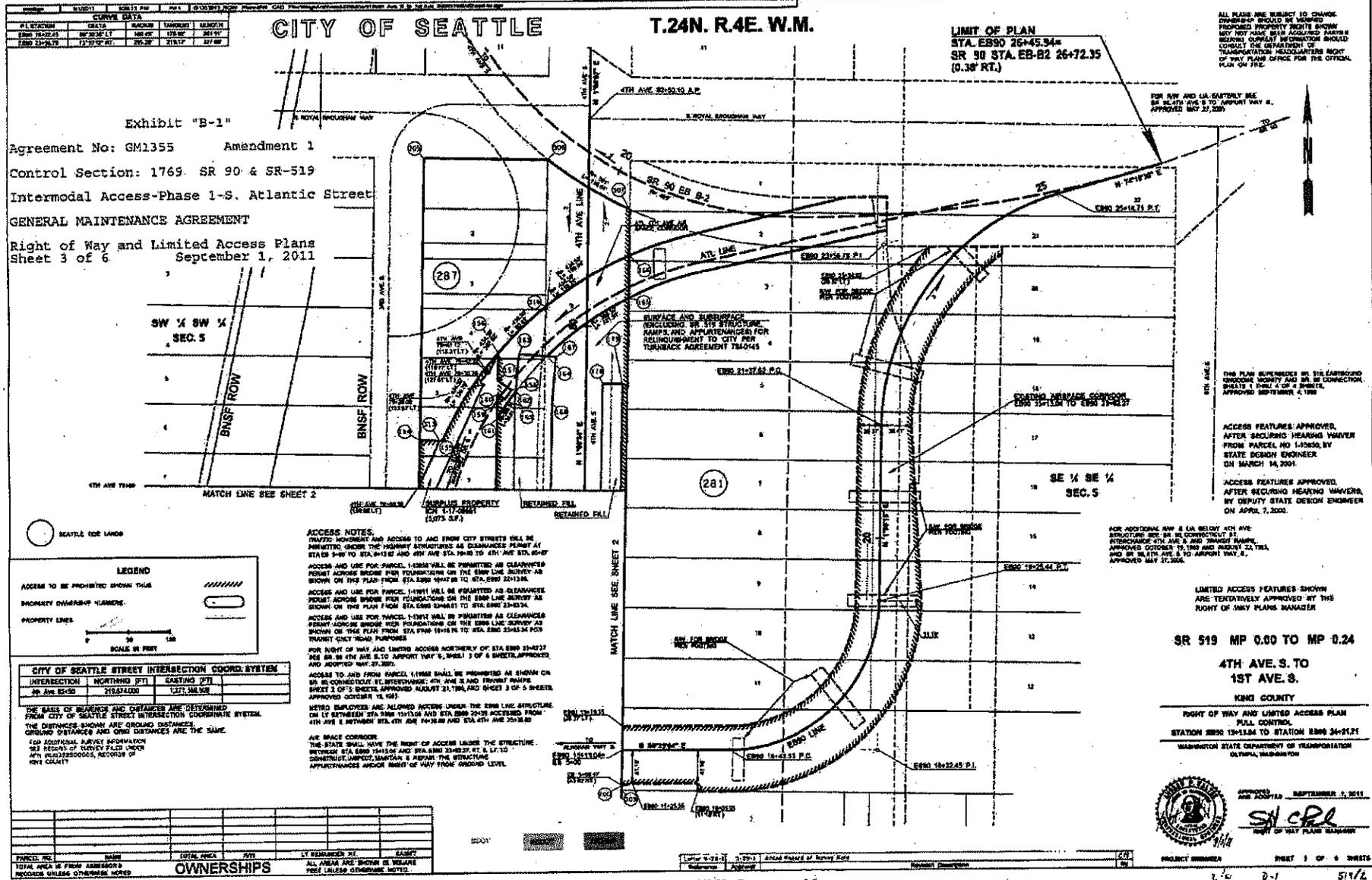
Amendment 1 to SDOT SR 519 Project Acquisition ORD ATT 2 AMEND 1





Amendment 1 to SDOT SR 519 Project Acquisition ORD A1172





Amendment 1 to SDOT SR 519 Project Acquisition ORD ATT 2 AMEND 1



Drawer V259 Sequence 06

PROJECT NUMBER: SR 519 MP 0.00 TO MP 0.24
 SHEET: 1 OF 6 SHEETS

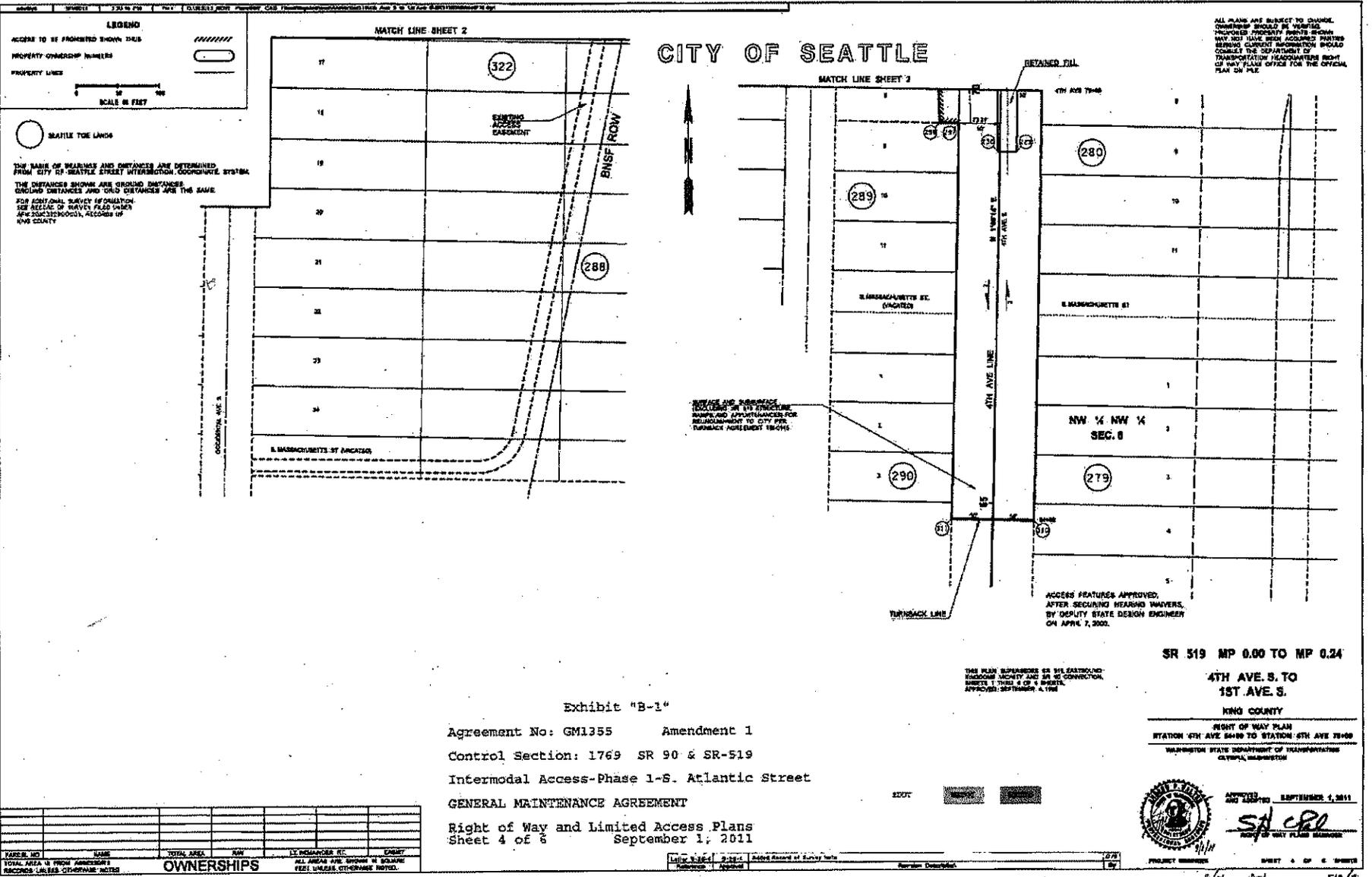


Exhibit "B-1"

Agreement No: GM1355 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 4 of 6 September 1, 2011

| PARCEL NO | NAME | TOTAL AREA | AVM | EX. RESERVATION REC. | COMMIT. |
|--|------|------------|-----|----------------------|---------|
| OWNERSHIPS | | | | | |
| TOTAL AREA IS FROM AMENDMENT'S RECORDS. LINES OF CHANGE NOTED. | | | | | |

Drawer V259 Sequence 06

Amendment 1 to SDOT SR 519 Project Acquisition ORD ATT 2 AMEND 1



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

LEGEND

ACCESS TO BE PROVIDED SHOWN THIS

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

SCALE IN FEET

SEATTLE TOW LANDS

ALL PLANS ARE SUBJECT TO CHANGE
 UNLESS INDICATED BY NOTES
 PROPERTY BOUNDARIES SHOWN
 MAY NOT HAVE BEEN RECORDED
 REVISIONS CURRENT INFORMATION SHOULD
 CONSULT THE OFFICE OF THE
 TRANSPORTATION HEADQUARTERS NORTH
 OF THE PLANS OFFICE FOR THE OFFICIAL
 PLAN OF FILE

**1-15952-FEE SIMPLE
 INCLUDES PEDESTRIAN BRIDGE EASEMENT 1,201 SF**

| PT | STATION | OFFSET | AREA (SQ FT) |
|----|-------------|---------|--------------|
| 1 | EB 15461.27 | 0' L.T. | 10,248 |
| 2 | EB 15461.27 | 0' L.T. | |
| 3 | EB 15461.27 | 0' L.T. | |
| 4 | EB 15461.27 | 0' L.T. | |
| 5 | EB 15461.27 | 0' L.T. | |

**1-15953-NON-EXCLUSIVE PERMANENT ACCESS
 EASEMENT**

| PT | STATION | OFFSET | AREA (SQ FT) |
|----|-------------|---------|--------------|
| 1 | EB 15461.27 | 0' L.T. | 3,078 |
| 2 | EB 15461.27 | 0' L.T. | |
| 3 | EB 15461.27 | 0' L.T. | |
| 4 | EB 15461.27 | 0' L.T. | |
| 5 | EB 15461.27 | 0' L.T. | |

**1-15954-400 NICHES IN PCE (AIR SPACE CORRIDOR)
 INCLUDES ROOF EASEMENT 2,061 SF**

| PT | STATION | OFFSET | AREA (SQ FT) |
|----|-------------|---------|--------------|
| 1 | EB 15461.27 | 0' L.T. | 22,150 |
| 2 | EB 15461.27 | 0' L.T. | |
| 3 | EB 15461.27 | 0' L.T. | |
| 4 | EB 15461.27 | 0' L.T. | |
| 5 | EB 15461.27 | 0' L.T. | |
| 6 | EB 15461.27 | 0' L.T. | |
| 7 | EB 15461.27 | 0' L.T. | |
| 8 | EB 15461.27 | 0' L.T. | |
| 9 | EB 15461.27 | 0' L.T. | |
| 10 | EB 15461.27 | 0' L.T. | |

**1-15955-NON-EXCLUSIVE PERMANENT ACCESS
 EASEMENT - INCLUDES BRIDGE PIER EASEMENT
 48'-0" W, 48'-0" E, 48'-0" S, 48'-0" N, 48'-0" E, 48'-0" W, 48'-0" N**

| PT | STATION | OFFSET | AREA (SQ FT) |
|----|-------------|---------|--------------|
| 1 | EB 15461.27 | 0' L.T. | 37,206 |
| 2 | EB 15461.27 | 0' L.T. | |
| 3 | EB 15461.27 | 0' L.T. | |
| 4 | EB 15461.27 | 0' L.T. | |
| 5 | EB 15461.27 | 0' L.T. | |
| 6 | EB 15461.27 | 0' L.T. | |
| 7 | EB 15461.27 | 0' L.T. | |
| 8 | EB 15461.27 | 0' L.T. | |
| 9 | EB 15461.27 | 0' L.T. | |
| 10 | EB 15461.27 | 0' L.T. | |

**1-15956-ROOF EASEMENT LYING BETWEEN
 ELEVATIONS 100.00' AND 105.00' BASED
 ON CITY OF SEATTLE VERTICAL DATUM
 (TO BE RESERVED BY 1-15945)**

| PT | STATION | OFFSET | AREA (SQ FT) |
|----|-------------|---------|--------------|
| 1 | EB 15461.27 | 0' L.T. | 8,102 |
| 2 | EB 15461.27 | 0' L.T. | |
| 3 | EB 15461.27 | 0' L.T. | |
| 4 | EB 15461.27 | 0' L.T. | |
| 5 | EB 15461.27 | 0' L.T. | |
| 6 | EB 15461.27 | 0' L.T. | |
| 7 | EB 15461.27 | 0' L.T. | |
| 8 | EB 15461.27 | 0' L.T. | |
| 9 | EB 15461.27 | 0' L.T. | |
| 10 | EB 15461.27 | 0' L.T. | |

**1-15957-ROOF EASEMENT LYING ABOVE A PLANE OF
 ELEVATION OF 100.00' BASED ON CITY OF SEATTLE
 VERTICAL DATUM (TO BE RESERVED BY 1-15945)**

| PT | STATION | OFFSET | AREA (SQ FT) |
|----|-------------|---------|--------------|
| 1 | EB 15461.27 | 0' L.T. | 4,730 |
| 2 | EB 15461.27 | 0' L.T. | |
| 3 | EB 15461.27 | 0' L.T. | |
| 4 | EB 15461.27 | 0' L.T. | |
| 5 | EB 15461.27 | 0' L.T. | |
| 6 | EB 15461.27 | 0' L.T. | |
| 7 | EB 15461.27 | 0' L.T. | |
| 8 | EB 15461.27 | 0' L.T. | |
| 9 | EB 15461.27 | 0' L.T. | |
| 10 | EB 15461.27 | 0' L.T. | |

**1-15948-FEE SIMPLE
 INCLUDES PEDESTRIAN BRIDGE EASEMENT 823-SF AND
 ROOF EASEMENT 1,000 SF**

| PT | STATION | OFFSET | AREA (SQ FT) |
|----|-------------|---------|--------------|
| 1 | EB 15461.27 | 0' L.T. | 5,828 |
| 2 | EB 15461.27 | 0' L.T. | |
| 3 | EB 15461.27 | 0' L.T. | |
| 4 | EB 15461.27 | 0' L.T. | |
| 5 | EB 15461.27 | 0' L.T. | |
| 6 | EB 15461.27 | 0' L.T. | |
| 7 | EB 15461.27 | 0' L.T. | |
| 8 | EB 15461.27 | 0' L.T. | |
| 9 | EB 15461.27 | 0' L.T. | |
| 10 | EB 15461.27 | 0' L.T. | |

**1-15949-EXCLUSIVE PERMANENT EASEMENT
 BRIDGE PIER EASEMENTS**

| PT | STATION | OFFSET | AREA (SQ FT) |
|----|-------------|---------|--------------|
| 1 | EB 15461.27 | 0' L.T. | 888 |
| 2 | EB 15461.27 | 0' L.T. | |
| 3 | EB 15461.27 | 0' L.T. | |
| 4 | EB 15461.27 | 0' L.T. | |
| 5 | EB 15461.27 | 0' L.T. | |
| 6 | EB 15461.27 | 0' L.T. | |
| 7 | EB 15461.27 | 0' L.T. | |
| 8 | EB 15461.27 | 0' L.T. | |
| 9 | EB 15461.27 | 0' L.T. | |
| 10 | EB 15461.27 | 0' L.T. | |

**1-15950-EXCLUSIVE PERMANENT EASEMENT
 BRIDGE PIER EASEMENTS**

| PT | STATION | OFFSET | AREA (SQ FT) |
|----|-------------|---------|--------------|
| 1 | EB 15461.27 | 0' L.T. | 1,250 |
| 2 | EB 15461.27 | 0' L.T. | |
| 3 | EB 15461.27 | 0' L.T. | |
| 4 | EB 15461.27 | 0' L.T. | |
| 5 | EB 15461.27 | 0' L.T. | |
| 6 | EB 15461.27 | 0' L.T. | |
| 7 | EB 15461.27 | 0' L.T. | |
| 8 | EB 15461.27 | 0' L.T. | |
| 9 | EB 15461.27 | 0' L.T. | |
| 10 | EB 15461.27 | 0' L.T. | |

**MO0011-159451-PEDESTRIAN BRIDGE EASEMENT
 LYING BETWEEN ELEVATIONS 84.9' AND 84.6'
 BASED ON NAVD 83 VERTICAL DATUM**

| PT | STATION | OFFSET | AREA (SQ FT) |
|----|-------------|---------|--------------|
| 1 | EB 15461.27 | 0' L.T. | 553 |
| 2 | EB 15461.27 | 0' L.T. | |
| 3 | EB 15461.27 | 0' L.T. | |
| 4 | EB 15461.27 | 0' L.T. | |
| 5 | EB 15461.27 | 0' L.T. | |

**MO0011-159451-PEDESTRIAN BRIDGE EASEMENT
 LYING BETWEEN ELEVATIONS 84.9' AND 84.6'
 BASED ON NAVD 83 VERTICAL DATUM**

| PT | STATION | OFFSET | AREA (SQ FT) |
|----|-------------|---------|--------------|
| 1 | EB 15461.27 | 0' L.T. | 1,432 |
| 2 | EB 15461.27 | 0' L.T. | |
| 3 | EB 15461.27 | 0' L.T. | |
| 4 | EB 15461.27 | 0' L.T. | |
| 5 | EB 15461.27 | 0' L.T. | |

**1-17461-PEDESTRIAN BRIDGE EASEMENT
 LYING BETWEEN ELEVATIONS 84.9' AND 84.6'
 BASED ON NAVD 83 VERTICAL DATUM**

| PT | STATION | OFFSET | AREA (SQ FT) |
|----|-------------|---------|--------------|
| 1 | EB 15461.27 | 0' L.T. | 67 |
| 2 | EB 15461.27 | 0' L.T. | |
| 3 | EB 15461.27 | 0' L.T. | |
| 4 | EB 15461.27 | 0' L.T. | |
| 5 | EB 15461.27 | 0' L.T. | |

**1-17461-PEDESTRIAN BRIDGE EASEMENT
 LYING BETWEEN ELEVATIONS 84.9' AND 84.6'
 BASED ON NAVD 83 VERTICAL DATUM**

| PT | STATION | OFFSET | AREA (SQ FT) |
|----|-------------|---------|--------------|
| 1 | EB 15461.27 | 0' L.T. | 882 |
| 2 | EB 15461.27 | 0' L.T. | |
| 3 | EB 15461.27 | 0' L.T. | |
| 4 | EB 15461.27 | 0' L.T. | |
| 5 | EB 15461.27 | 0' L.T. | |

**1-17461-PEDESTRIAN BRIDGE PIER SUPPORT FOUNDATION
 EASEMENT LYING BELOW A PLANE OF ELEVATION 20.0'
 BASED ON NAVD 83 VERTICAL DATUM**

| PT | STATION | OFFSET | AREA (SQ FT) |
|----|-------------|---------|--------------|
| 1 | EB 15461.27 | 0' L.T. | 212 |
| 2 | EB 15461.27 | 0' L.T. | |
| 3 | EB 15461.27 | 0' L.T. | |
| 4 | EB 15461.27 | 0' L.T. | |
| 5 | EB 15461.27 | 0' L.T. | |

**1-17461-PEDESTRIAN BRIDGE PIER SUPPORT EASEMENT
 LYING BETWEEN ELEVATIONS 20.0' AND 24.6'
 BASED ON NAVD 83 VERTICAL DATUM**

| PT | STATION | OFFSET | AREA (SQ FT) |
|----|-------------|---------|--------------|
| 1 | EB 15461.27 | 0' L.T. | 76 |
| 2 | EB 15461.27 | 0' L.T. | |
| 3 | EB 15461.27 | 0' L.T. | |
| 4 | EB 15461.27 | 0' L.T. | |
| 5 | EB 15461.27 | 0' L.T. | |

THIS PLAN SUPERSEDES BY ITS EXISTENCE
 ANY AND ALL PREVIOUS PLANS AND CONNECTIONS
 SHEETS T-2001-4 OF 8 SHEETS
 APPROVED SEPTEMBER 4, 2013

SR 519 MP 0.00 TO 0.24
 4TH AVE. S. TO
 1ST AVE. S.

KING COUNTY
 RIGHT OF WAY PLAN
 MP 0.00 TO MP 0.24
 WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
 OLYMPIA, WASHINGTON



APPROVED SEPTEMBER 1, 2011

SAI
 SEAL OF KING COUNTY

PROJECT ENGINEER SHEET 1 OF 4 SHEETS

Exhibit "B-1"

Agreement No: GM1355 Amendment 1
 Control Section: 1769 SR 90 & SR-519
 Intermodal Access-Phase I-S. Atlantic Street
 GENERAL MAINTENANCE AGREEMENT
 Right of Way and Limited Access Plans
 Sheet 5 of 6 September 1, 2011

Drawer V259 Sequence 06

Amendment 1 to SDOT SR 519 Project Acquisition ORD



THE PLAN SUPERSEDES THE SURVEYED
 PARCELS VICTORY AND SR 50 CONNECTION,
 DATED 11/24/11 AND 12/15/11.
 APPROVED SEPTEMBER 4, 2014

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



ALL WARE ARE SUBJECT TO CHANGE
 DIMENSIONS SHOULD BE VERIFIED
 THROUGH PROPERTY RECORDS SHOWING
 RECORDS PROPERTY RECORDS SHOULD
 CONSULT THE DEPARTMENT OF
 TRANSPORTATION RECORDS SECTION
 OF MAY PLANE OFFICE FOR THE OFFICIAL
 RECORD ON FILE

SEARCH THE LANDS

VARIANTS - TURNAGE TO CITY OF SEATTLE
 11-19447, 11-19448, 11-19449, 11-19450

| PT | STATION | OFFSET | AREA (SQ FT) |
|-----|------------------|--------|--------------|
| 207 | 4TH AVE 13448.00 | 50.00 | 1,480 |
| 208 | 4TH AVE 13448.00 | 11.21 | |
| 209 | 4TH AVE 13448.00 | 44.79 | |
| 210 | 4TH AVE 13448.00 | 100.00 | |
| 211 | 4TH AVE 13448.00 | 100.00 | |
| 212 | 4TH AVE 13448.00 | 100.00 | |
| 213 | 4TH AVE 13448.00 | 100.00 | |
| 214 | 4TH AVE 13448.00 | 100.00 | |
| 215 | 4TH AVE 13448.00 | 100.00 | |
| 216 | 4TH AVE 13448.00 | 100.00 | |
| 217 | 4TH AVE 13448.00 | 100.00 | |
| 218 | 4TH AVE 13448.00 | 100.00 | |
| 219 | 4TH AVE 13448.00 | 100.00 | |
| 220 | 4TH AVE 13448.00 | 100.00 | |
| 221 | 4TH AVE 13448.00 | 100.00 | |
| 222 | 4TH AVE 13448.00 | 100.00 | |
| 223 | 4TH AVE 13448.00 | 100.00 | |
| 224 | 4TH AVE 13448.00 | 100.00 | |
| 225 | 4TH AVE 13448.00 | 100.00 | |
| 226 | 4TH AVE 13448.00 | 100.00 | |
| 227 | 4TH AVE 13448.00 | 100.00 | |
| 228 | 4TH AVE 13448.00 | 100.00 | |
| 229 | 4TH AVE 13448.00 | 100.00 | |
| 230 | 4TH AVE 13448.00 | 100.00 | |
| 231 | 4TH AVE 13448.00 | 100.00 | |
| 232 | 4TH AVE 13448.00 | 100.00 | |
| 233 | 4TH AVE 13448.00 | 100.00 | |
| 234 | 4TH AVE 13448.00 | 100.00 | |
| 235 | 4TH AVE 13448.00 | 100.00 | |
| 236 | 4TH AVE 13448.00 | 100.00 | |
| 237 | 4TH AVE 13448.00 | 100.00 | |
| 238 | 4TH AVE 13448.00 | 100.00 | |
| 239 | 4TH AVE 13448.00 | 100.00 | |
| 240 | 4TH AVE 13448.00 | 100.00 | |
| 241 | 4TH AVE 13448.00 | 100.00 | |
| 242 | 4TH AVE 13448.00 | 100.00 | |
| 243 | 4TH AVE 13448.00 | 100.00 | |
| 244 | 4TH AVE 13448.00 | 100.00 | |
| 245 | 4TH AVE 13448.00 | 100.00 | |
| 246 | 4TH AVE 13448.00 | 100.00 | |
| 247 | 4TH AVE 13448.00 | 100.00 | |
| 248 | 4TH AVE 13448.00 | 100.00 | |
| 249 | 4TH AVE 13448.00 | 100.00 | |
| 250 | 4TH AVE 13448.00 | 100.00 | |
| 251 | 4TH AVE 13448.00 | 100.00 | |
| 252 | 4TH AVE 13448.00 | 100.00 | |
| 253 | 4TH AVE 13448.00 | 100.00 | |
| 254 | 4TH AVE 13448.00 | 100.00 | |
| 255 | 4TH AVE 13448.00 | 100.00 | |
| 256 | 4TH AVE 13448.00 | 100.00 | |
| 257 | 4TH AVE 13448.00 | 100.00 | |
| 258 | 4TH AVE 13448.00 | 100.00 | |
| 259 | 4TH AVE 13448.00 | 100.00 | |
| 260 | 4TH AVE 13448.00 | 100.00 | |
| 261 | 4TH AVE 13448.00 | 100.00 | |
| 262 | 4TH AVE 13448.00 | 100.00 | |
| 263 | 4TH AVE 13448.00 | 100.00 | |
| 264 | 4TH AVE 13448.00 | 100.00 | |
| 265 | 4TH AVE 13448.00 | 100.00 | |
| 266 | 4TH AVE 13448.00 | 100.00 | |
| 267 | 4TH AVE 13448.00 | 100.00 | |
| 268 | 4TH AVE 13448.00 | 100.00 | |
| 269 | 4TH AVE 13448.00 | 100.00 | |
| 270 | 4TH AVE 13448.00 | 100.00 | |
| 271 | 4TH AVE 13448.00 | 100.00 | |
| 272 | 4TH AVE 13448.00 | 100.00 | |
| 273 | 4TH AVE 13448.00 | 100.00 | |
| 274 | 4TH AVE 13448.00 | 100.00 | |
| 275 | 4TH AVE 13448.00 | 100.00 | |
| 276 | 4TH AVE 13448.00 | 100.00 | |
| 277 | 4TH AVE 13448.00 | 100.00 | |
| 278 | 4TH AVE 13448.00 | 100.00 | |
| 279 | 4TH AVE 13448.00 | 100.00 | |
| 280 | 4TH AVE 13448.00 | 100.00 | |
| 281 | 4TH AVE 13448.00 | 100.00 | |
| 282 | 4TH AVE 13448.00 | 100.00 | |
| 283 | 4TH AVE 13448.00 | 100.00 | |
| 284 | 4TH AVE 13448.00 | 100.00 | |
| 285 | 4TH AVE 13448.00 | 100.00 | |
| 286 | 4TH AVE 13448.00 | 100.00 | |
| 287 | 4TH AVE 13448.00 | 100.00 | |
| 288 | 4TH AVE 13448.00 | 100.00 | |
| 289 | 4TH AVE 13448.00 | 100.00 | |
| 290 | 4TH AVE 13448.00 | 100.00 | |
| 291 | 4TH AVE 13448.00 | 100.00 | |
| 292 | 4TH AVE 13448.00 | 100.00 | |
| 293 | 4TH AVE 13448.00 | 100.00 | |
| 294 | 4TH AVE 13448.00 | 100.00 | |
| 295 | 4TH AVE 13448.00 | 100.00 | |
| 296 | 4TH AVE 13448.00 | 100.00 | |
| 297 | 4TH AVE 13448.00 | 100.00 | |
| 298 | 4TH AVE 13448.00 | 100.00 | |
| 299 | 4TH AVE 13448.00 | 100.00 | |
| 300 | 4TH AVE 13448.00 | 100.00 | |

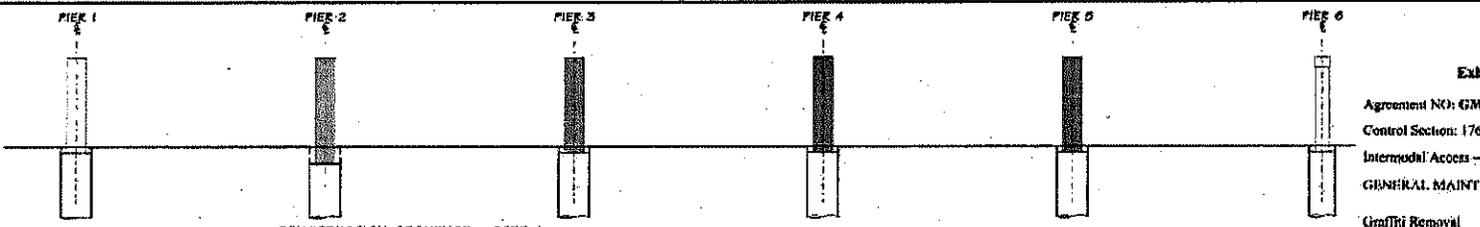
SEATTLE CITY LIGHT EASEMENT
 SUPPLEMENT PROPERTY C 111-08661

| PT | STATION | OFFSET | AREA (SQ FT) |
|-----|------------------|--------|--------------|
| 291 | 4TH AVE 13448.00 | 50.00 | 1,480 |
| 292 | 4TH AVE 13448.00 | 11.21 | |
| 293 | 4TH AVE 13448.00 | 44.79 | |
| 294 | 4TH AVE 13448.00 | 100.00 | |
| 295 | 4TH AVE 13448.00 | 100.00 | |
| 296 | 4TH AVE 13448.00 | 100.00 | |
| 297 | 4TH AVE 13448.00 | 100.00 | |
| 298 | 4TH AVE 13448.00 | 100.00 | |
| 299 | 4TH AVE 13448.00 | 100.00 | |
| 300 | 4TH AVE 13448.00 | 100.00 | |
| 301 | 4TH AVE 13448.00 | 100.00 | |
| 302 | 4TH AVE 13448.00 | 100.00 | |
| 303 | 4TH AVE 13448.00 | 100.00 | |
| 304 | 4TH AVE 13448.00 | 100.00 | |
| 305 | 4TH AVE 13448.00 | 100.00 | |
| 306 | 4TH AVE 13448.00 | 100.00 | |
| 307 | 4TH AVE 13448.00 | 100.00 | |
| 308 | 4TH AVE 13448.00 | 100.00 | |
| 309 | 4TH AVE 13448.00 | 100.00 | |
| 310 | 4TH AVE 13448.00 | 100.00 | |
| 311 | 4TH AVE 13448.00 | 100.00 | |
| 312 | 4TH AVE 13448.00 | 100.00 | |
| 313 | 4TH AVE 13448.00 | 100.00 | |
| 314 | 4TH AVE 13448.00 | 100.00 | |
| 315 | 4TH AVE 13448.00 | 100.00 | |
| 316 | 4TH AVE 13448.00 | 100.00 | |
| 317 | 4TH AVE 13448.00 | 100.00 | |
| 318 | 4TH AVE 13448.00 | 100.00 | |
| 319 | 4TH AVE 13448.00 | 100.00 | |
| 320 | 4TH AVE 13448.00 | 100.00 | |
| 321 | 4TH AVE 13448.00 | 100.00 | |
| 322 | 4TH AVE 13448.00 | 100.00 | |
| 323 | 4TH AVE 13448.00 | 100.00 | |
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| 331 | 4TH AVE 13448.00 | 100.00 | |
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| 334 | 4TH AVE 13448.00 | 100.00 | |
| 335 | 4TH AVE 13448.00 | 100.00 | |
| 336 | 4TH AVE 13448.00 | 100.00 | |
| 337 | 4TH AVE 13448.00 | 100.00 | |
| 338 | 4TH AVE 13448.00 | 100.00 | |
| 339 | 4TH AVE 13448.00 | 100.00 | |
| 340 | 4TH AVE 13448.00 | 100.00 | |
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| 342 | 4TH AVE 13448.00 | 100.00 | |
| 343 | 4TH AVE 13448.00 | 100.00 | |
| 344 | 4TH AVE 13448.00 | 100.00 | |
| 345 | 4TH AVE 13448.00 | 100.00 | |
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| 348 | 4TH AVE 13448.00 | 100.00 | |
| 349 | 4TH AVE 13448.00 | 100.00 | |
| 350 | 4TH AVE 13448.00 | 100.00 | |
| 351 | 4TH AVE 13448.00 | 100.00 | |
| 352 | 4TH AVE 13448.00 | 100.00 | |
| 353 | 4TH AVE 13448.00 | 100.00 | |
| 354 | 4TH AVE 13448.00 | 100.00 | |
| 355 | 4TH AVE 13448.00 | 100.00 | |
| 356 | 4TH AVE 13448.00 | 100.00 | |
| 357 | 4TH AVE 13448.00 | 100.00 | |
| 358 | 4TH AVE 13448.00 | 100.00 | |
| 359 | 4TH AVE 13448.00 | 100.00 | |
| 360 | 4TH AVE 13448.00 | 100.00 | |
| 361 | 4TH AVE 13448.00 | 100.00 | |
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| 363 | 4TH AVE 13448.00 | 100.00 | |
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| 366 | 4TH AVE 13448.00 | 100.00 | |
| 367 | 4TH AVE 13448.00 | 100.00 | |
| 368 | 4TH AVE 13448.00 | 100.00 | |
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| 397 | 4TH AVE 13448.00 | 100.00 | |
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| 399 | 4TH AVE 13448.00 | 100.00 | |
| 400 | 4TH AVE 13448.00 | 100.00 | |

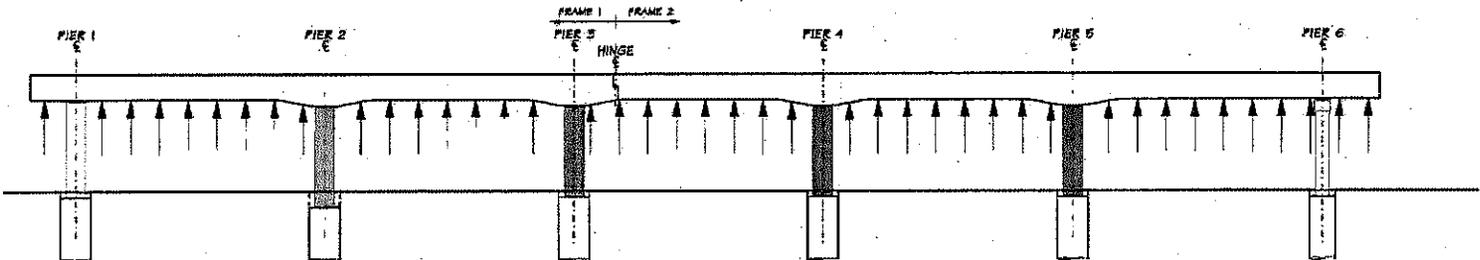
1-19447--VSDOT (EIR AIR SPACE CORRIDOR)
 4TH AVE AIR SPACE CORRIDOR
 ON HANG 80 VERTICAL DATUM

| PT | STATION | OFFSET | AREA (SQ FT) |
|-----|------------------|--------|--------------|
| 187 | 4TH AVE 13448.00 | 50.00 | 1,480 |
| 188 | 4TH AVE 13448.00 | 11.21 | |
| 189 | 4TH AVE 13448.00 | 44.79 | |
| 190 | 4TH AVE 13448.00 | 100.00 | |
| 191 | 4TH AVE 13448.00 | 100.00 | |
| 192 | 4TH AVE 13448.00 | 100.00 | |
| 193 | 4TH AVE 13448.00 | 100.00 | |
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| 199 | 4TH AVE 13448.00 | 100.00 | |
| 200 | 4TH AVE 13448.00 | 100.00 | |
| 201 | 4TH AVE 13448.00 | 100.00 | |
| 202 | 4TH AVE 13448.00 | 100.00 | |
| 203 | 4TH AVE 13448.00 | 100.00 | |
| 204 | 4TH AVE 13448.00 | 100.00 | |
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| 208 | 4TH AVE 13448.00 | 100.00 | |
| 209 | 4TH AVE 13448.00 | 100.00 | |
| 210 | 4TH AVE 13448.00 | 100.00 | |
| 211 | 4TH AVE 13448.00 | 100.00 | |
| 212 | 4TH AVE 13448.00 | 100.00 | |
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| 228 | 4TH AVE 13448.00 | 100.00 | |
| 229 | 4TH AVE 13448.00 | 100.00 | |
| 230 | 4TH AVE 13448.00 | 100.00 | |
| 23 | | | |

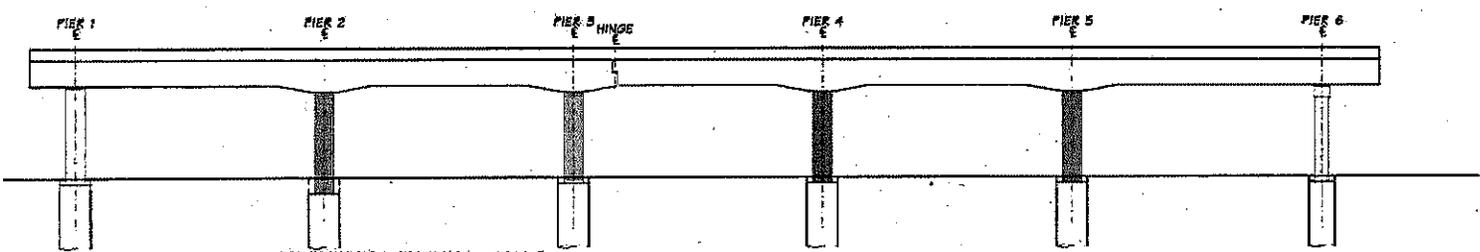
Exhibit "E"
 Agreement NO: GM1355 Amendment 1
 Control Section: 1769 SR 40 & SR 519
 Intermodal Access - Phase I - S. Atlantic Street
 GENERAL MAINTENANCE AGREEMENT
 Graffiti Removal
 Sheet 2 of 2
 April 15, 2011



CONSTRUCTION SEQUENCE - STEP 1
 1. CONSTRUCT SHAFTS.
 2. CONSTRUCT COLUMNS.



CONSTRUCTION SEQUENCE - STEP 2
 1. INSTALL FALSEWORK AND PROVIDE PROTECTION.
 2. INSTALL BEARINGS AT PIERS 1 AND 6.
 3. CONSTRUCT FRAME 1 BOX GIRDER AND POST-TENSION LONGITUDINAL TENDONS.
 4. CONSTRUCT FRAME 2 BOX GIRDER AND POST-TENSION LONGITUDINAL TENDONS.
 5. GROUT ALL POST-TENSIONING DUCTS.
 6. CONSTRUCT LOWER HINGE AND INSTALL BEARINGS.
 7. CONSTRUCT UPPER HINGE.



CONSTRUCTION SEQUENCE - STEP 3
 1. REMOVE FALSEWORK
 2. INSTALL EXPANSION JOINTS AND CONSTRUCT BARRIERS.
 3. COMPLETE DEISMIC FUSE.

SDOT WEDOT

| | | | | | | | | | | | |
|---------------|---|--------------------|---------|------------------|--|--|--|--|---|----------------|-----|
| FILE NAME | R:\000072 - SR 519ACDRA-2013 Sheet\Atlantic St Bridge\ORD ATT 2 Amend 1.dwg | SCALE | 10 WASH | FED.AID PROJ.NO. | | | | | SR519-00 to SR59 INTERMODAL ACCESS PROJECT - UC IMPROVEMENTS ATLANTIC STREET RAMP W-1 RAMP TO SR 519, BETWEEN CONSTRUCTION SEQUENCE | PLAN SHEET NO. | BR4 |
| TIME | 10:54:13 AM | | | | | | | | | | |
| DATE | 7/16/2016 | | | | | | | | | | |
| DESIGNED BY | M. MANUCCI | | | | | | | | | | |
| ENTERED BY | D. FRANKLIN | | | | | | | | | | |
| CHECKED BY | H. WANG | | | | | | | | | | |
| PROJ. ENGR. | A. HENNINGSEN | RPC SUPERSTRUCTURE | DATE | BY | | | | | | | |
| PERSONAL ADR. | C. STONE | REVISED | | | | | | | | | |

Amendment 1 to SDOT SR 519 Project Acquisition ORD ATT 2 CITY CLERK

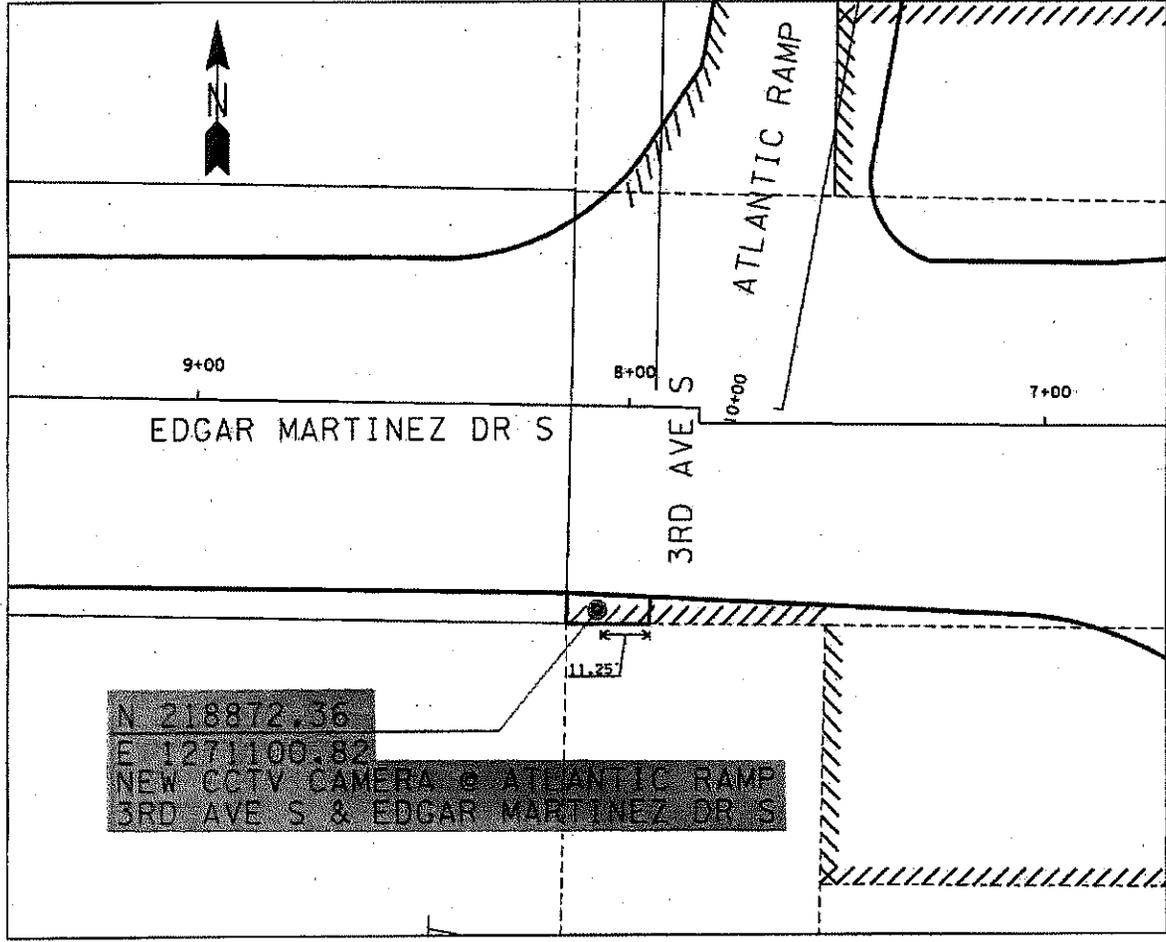


AS-BUILT

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 1 of 3 April 15, 2011



SDOT

WSDOT

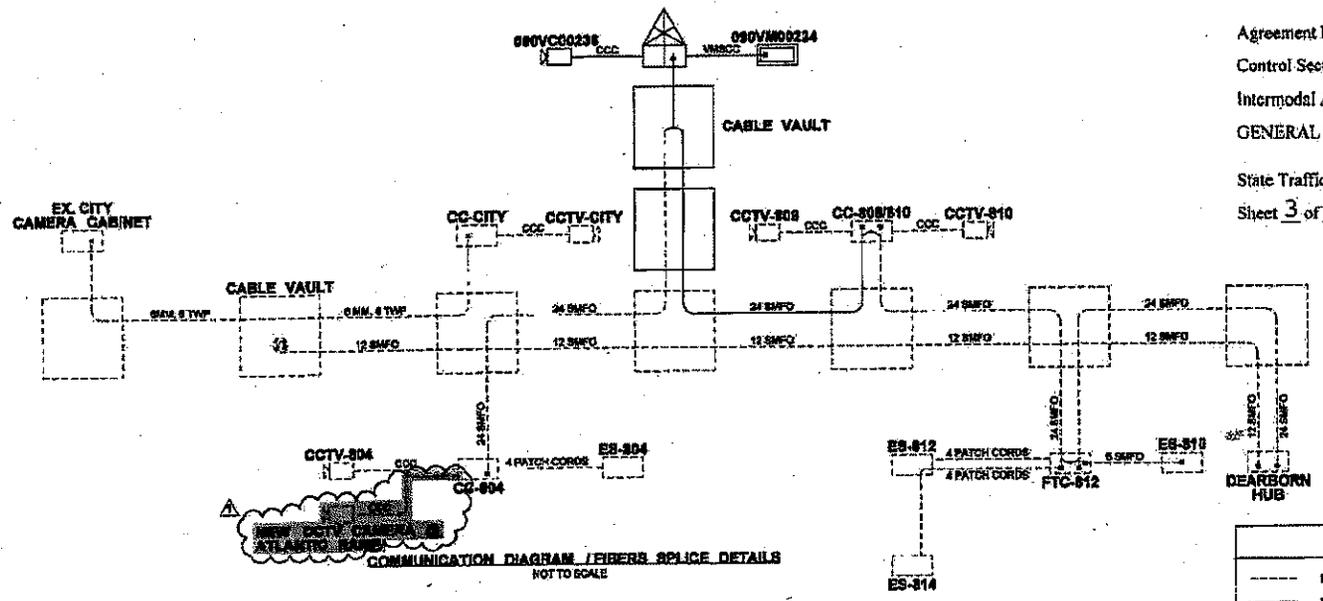
METRO



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

AS-BUILT



COMMUNICATION DIAGRAM / FIBER SPLICE DETAILS
 NOT TO SCALE

| SCHEMATIC LEGEND | |
|------------------|---------------------------------------|
| --- | EXISTING |
| --- | NEW |
| SMFO | SINGLE MODE FIBER OPTIC CABLE |
| CCG | CAMERA CONTROL CABINET |
| VM300 | VARIABLE MESSAGE SIGN CONTROL CABLE |
| CC-XXX | CAMERA CABINET |
| FTO-XXX | FIBER OPTIC TERMINAL CABINET |
| ES-XXX | DATA STATION / RAMP METER CABINET |
| CCTV-XXX | EX. CLOSED CIRCUIT TELEVISION CAMERA |
| VM-XXX | VARIABLE MESSAGE SIGN CABINET |
| CCVM-XXX | CAMERA / VARIABLE MESSAGE CABINET |
| () | FIBER OPTIC CABLE BREAKOUT AND SPLICE |
| + | FIBER OPTIC CABLE SPLICE TO DIGITALS |
| --- | MANLINE END-TO-END SPLICE |
| ⊙ | CABLE STORED FOR FUTURE |
| x | CABLE TERMINATION |
| ▲ | PREFORMATED PANEL |

GENERAL NOTES:
 1. NOT ALL CABLE VAULTS, PULL BOXES, AND JUNCTION BOXES ARE SHOWN.



SEE PRETERM LAYOUT ON SHEET ITD02(A)

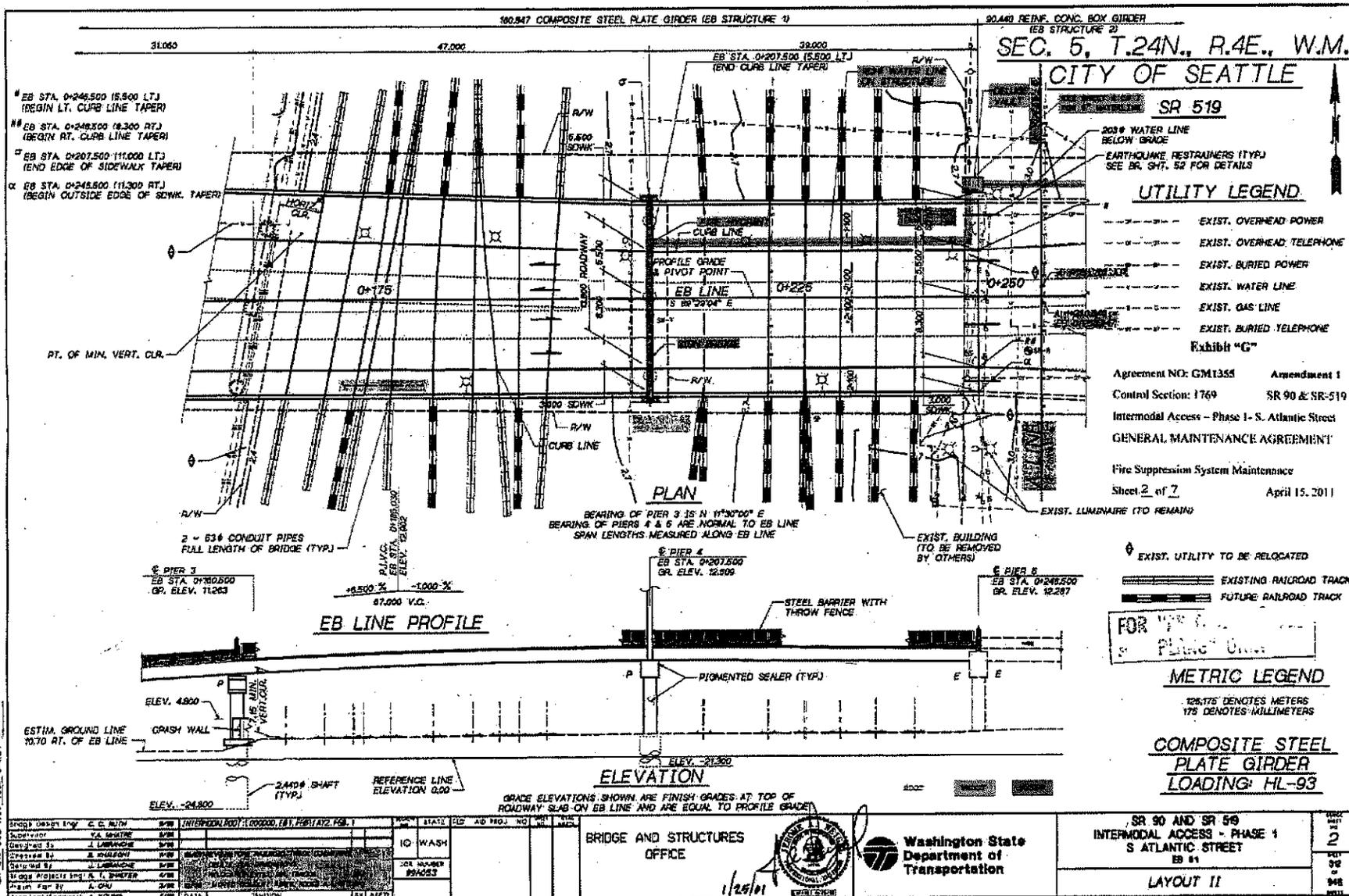
| | | | | | | | |
|---------------|--|------|----------|-------------------|---------|-------------------|--|
| FILE NAME | PROJECTS - SR 519/ACROSS-SR 90/AMERICAN TURN ON I-75 | DATE | 10/20/13 | PROJ. NO. | 10 WASH | REVISED PROJ. NO. | |
| TIME | 10:30 AM | DATE | | REVISED PROJ. NO. | | DATE | |
| DESIGNED BY | REVISIONS | DATE | | REVISED PROJ. NO. | | DATE | |
| PLOTTED BY | | | | REVISED PROJ. NO. | | DATE | |
| CHECKED BY | | | | REVISED PROJ. NO. | | DATE | |
| ENTERED BY | | | | REVISED PROJ. NO. | | DATE | |
| PROJ. ENGR. | | | | REVISED PROJ. NO. | | DATE | |
| REGIONAL ACN. | | | | REVISED PROJ. NO. | | DATE | |



SR19/90 to SR90 INTERMODAL
 ACCESS PROJECT - I/C IMPROVEMENTS
 ATLANTIC STREET RAMP
 N-N RAMP TO SR 90, SR519
 ITS DETAILS

Amendment 1 to SDOT SR 519 Project Acquisition ORD

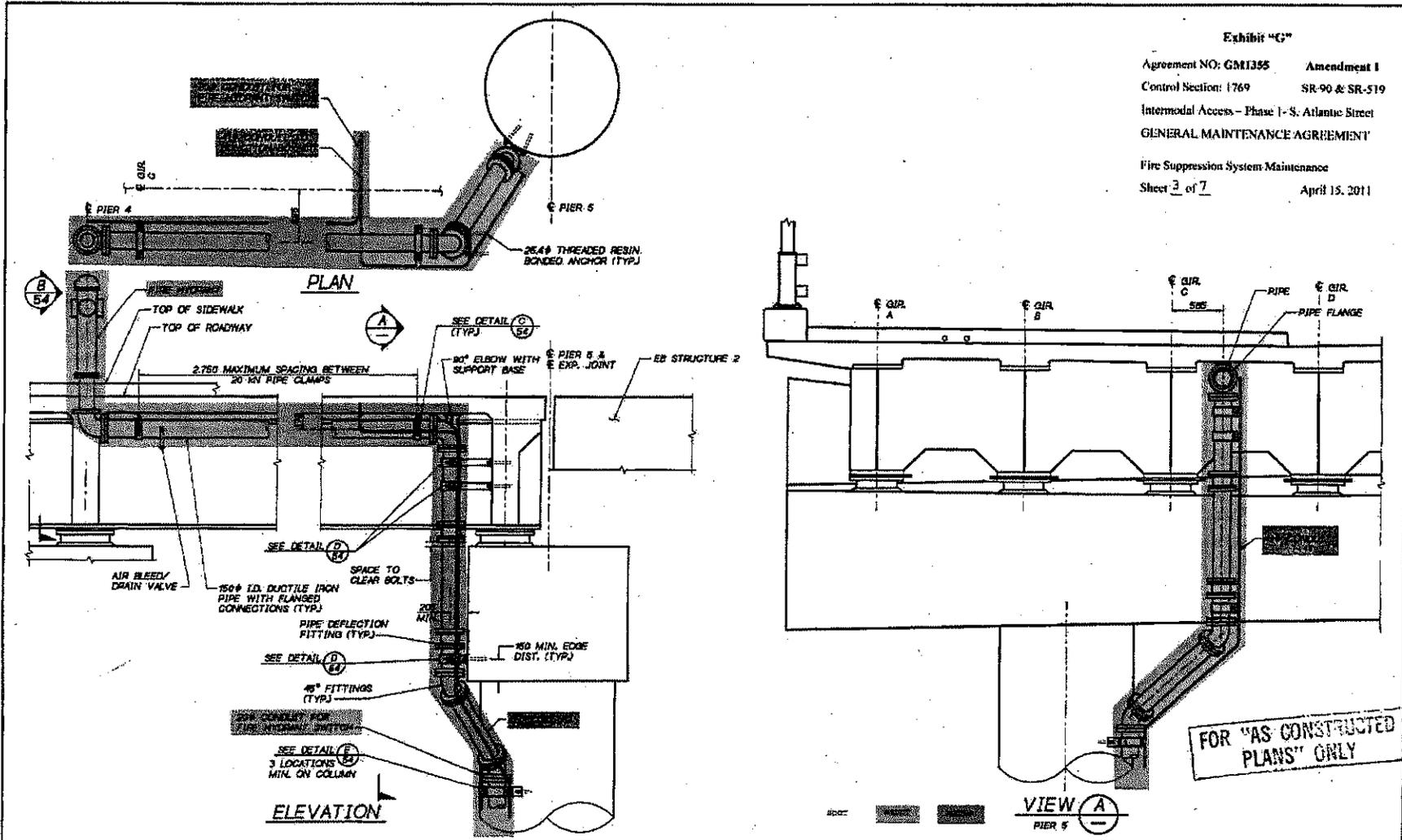




Amendment 1 to SDOT SR 519 Project Acquisition ORD ATT 2 Am/END 1



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

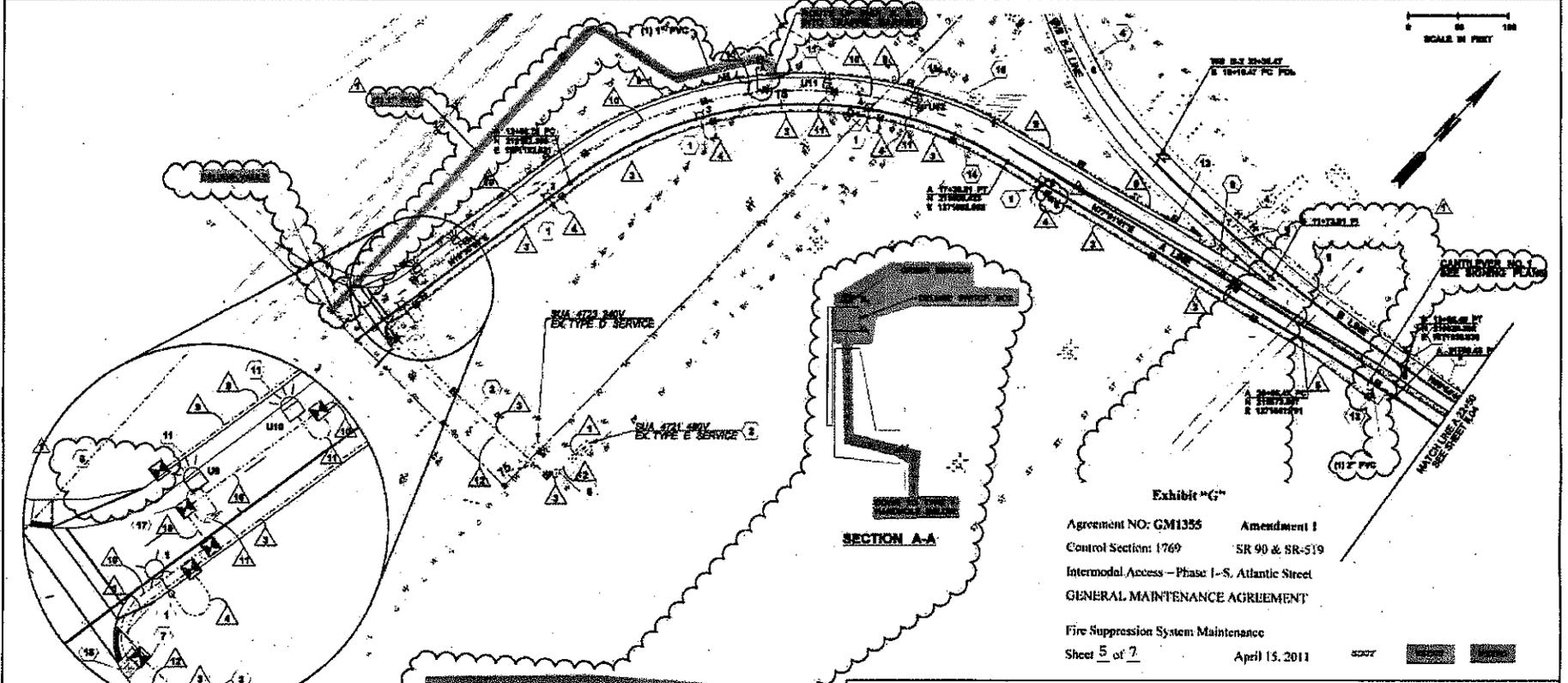


| | | | | | | | | |
|--------------------|-------------|--------------|--------|-----------|----|---------------|--|--|
| Bridge Design Ingt | C. C. ROTH | BRIDGE NO. | SR 519 | STATE | WA | AD. PROJ. NO. | | BRIDGE AND STRUCTURES OFFICE |
| Sub-project | SR 519 | NO. OF SPANS | 1 | 10' WASH. | | | | Washington State Department of Transportation |
| Designed by | A. GARRISON | DATE | | | | | | |
| Checked by | S. WAGNER | DATE | | | | | | City of Everett |
| Obtained by | S. W. HALE | DATE | | | | | | |
| Bridge Project No. | | DATE | | | | | | SR 90 AND SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET EB #1 FIRE HYDRANT DETAILS 1 |
| Drawn by | | DATE | | | | | | 53 305 948 |
| Approved/Revised | | DATE | | | | | | |
| 05-228-01 | | | | | | | | |

Amendment 1 to SDOT SR 519 Project Acquisition ORD



AS-BUILT



- GENERAL NOTES:**
- SEE SHEET IL01 FOR CONSTRUCTION NOTES, WIRING SCHEDULE, AND LUMINAIRE SCHEDULE.
 - SEE SHEET ID01 FOR BJA 4721 BREAKER SCHEDULE AND SCHEMATIC DIAGRAM.
 - SEE BRIDGE PLANS FOR PLACEMENT OF CONDUIT AND JUNCTION BOXES IN TRAFFIC BARRIER.
 - SEE SHEET IL05 FOR RYERSON BASE UNDERDECK LIGHTING.

DETAIL A
 NOT TO SCALE



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 5 of 7 April 15, 2014

| ILLUMINATION LEGEND | | | | | |
|---------------------|-----|------------------------|----------|-----|----------------------------|
| EXISTING | NEW | | EXISTING | NEW | |
| | X | CONSTRUCTION NOTE | X | ⊗ | TYPE 1 JUNCTION BOX |
| | △ | WIRE NOTE | L | ⊗ | TYPE 2 JUNCTION BOX |
| | —X— | LUMINAIRE | — | ⊗ | TYPE 3 JUNCTION BOX |
| | ⊗ | UNDERDECK LIGHTING | — | ⊗ | TYPE 4 JUNCTION BOX |
| | ⊗ | OVERHEAD SIGN LIGHTING | X | ⊗ | TYPE 5 JUNCTION BOX |
| | ⊗ | RYERSON BASE LIGHTING | ⊗ | ⊗ | TYPE 6 JUNCTION BOX |
| | --- | CONDUIT | H | ⊗ | NEMA 4K JUNCTION BOX |
| | | | ESS | ESS | ELECTRICAL SERVICE CABINET |

| | | | | |
|--|---------------------------|-------------------|---------------|------------------|
| FILE NAME: R:\90548973 - SR 519\CADD\AS-BUILT Sheets\ATT2\IL02 - Illumination\2746_S1_IL02.dwg | DATE: 11/24/16 AM | TIME: 11:24:16 AM | USER: 10 WASH | FED.AID PROJ.NO. |
| DATE: 2/16/2016 | PLOTTED BY: Schindler | | | |
| DRAWN BY: N. MACIAS | | | | |
| EXTENDED BY: K. CROENHMETT | | | | |
| CHECKED BY: C. ERPZELD | AS-BUILT FOR CONSTRUCTION | 08/21/16 | CE | |
| FINAL ENG. BY: A. HENNINGSON | RELEASED FOR CONSTRUCTION | 07/20/16 | CE | |
| REGIONAL ADM. C. STONE | REVISION | DATE | BY | |



Washington State
 Department of Transportation



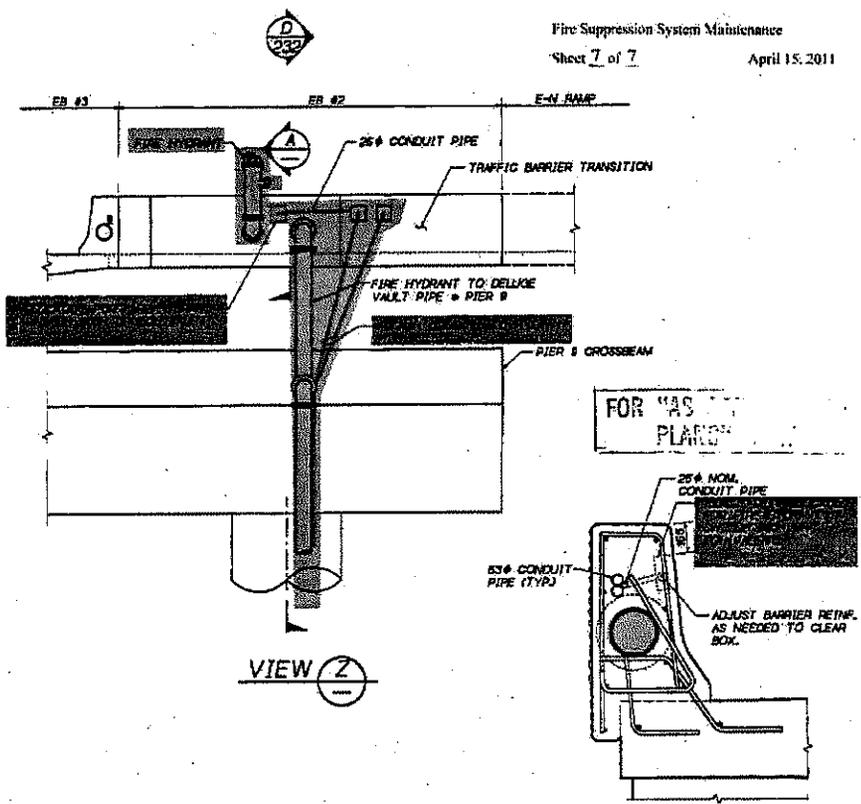
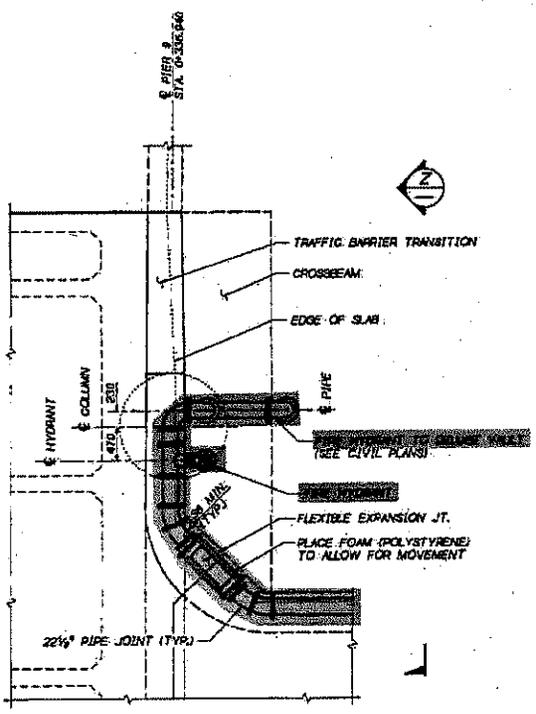
SR519/90 to SR99 INTERMODAL
 ACCESS PROJECT - I/C IMPROVEMENTS
 ATLANTIC STREET RAMP
 W-N RAMP TO SR 519, 90TH-W
 ILLUMINATION PLAN

Plan set by: IL02



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 7 of 7 April 15, 2011



VIEW Z

SECTION A

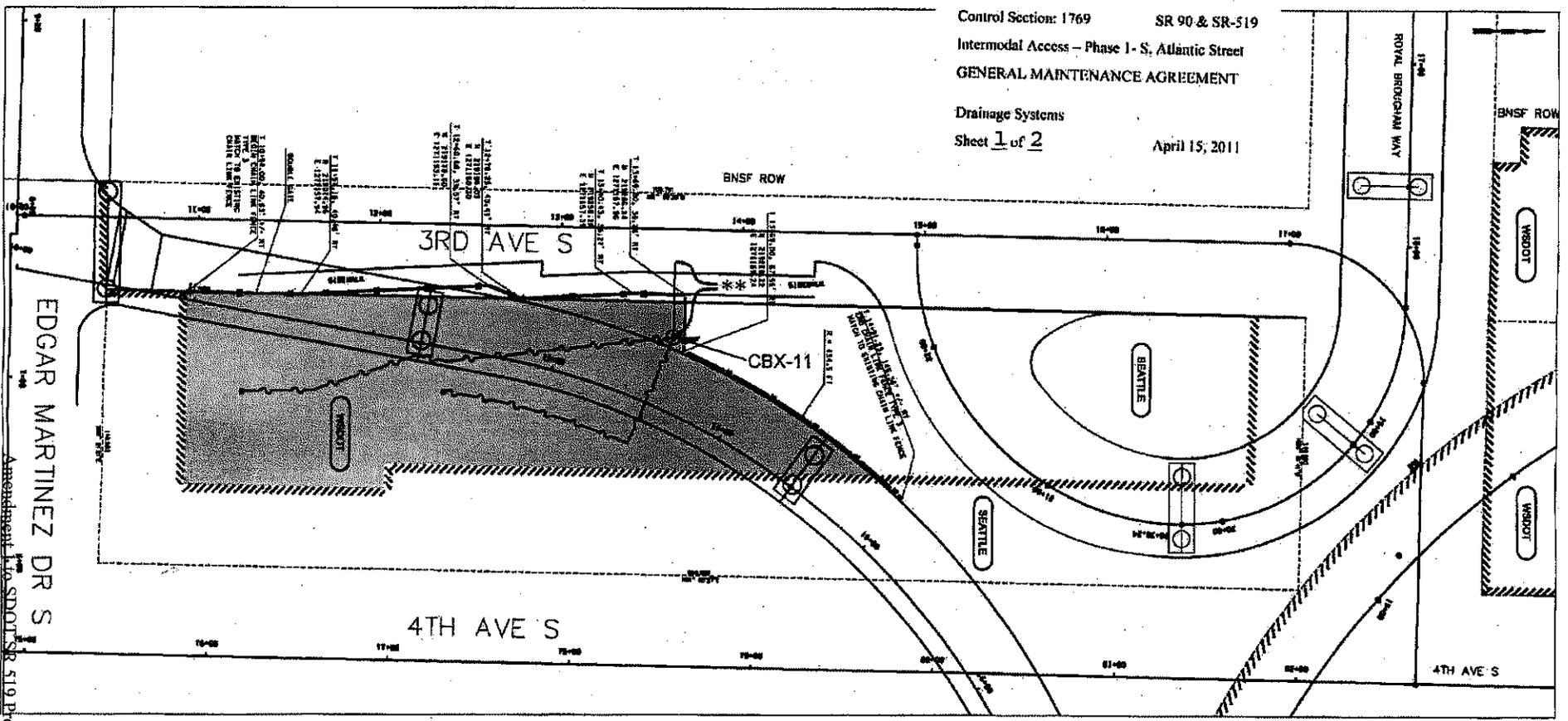
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|--------------------------------|--------------------|-----|-------|------|------|-------|-----|------|------------------------------|---|--|-------------------------|
| Project Design Eng: E. C. RUSH | DATE: 1/28/11 | NO. | STATE | DES. | ADD. | PROJ. | NO. | DATE | BRIDGE AND STRUCTURES OFFICE | Washington State Department of Transportation | SR 90 AND SR 519 INTERMODAL ACCESS - PHASE 1 S ATLANTIC STREET EB #2 FIRE HYDRANT AT PIER 9 | 230 805 OF 948 |
| Supervisor: T. A. SMITH | TO WASH | | | | | | | | 2-5-01 | | | |
| Designed by: TADZUKI | JOB NUMBER: 984053 | | | | | | | | | | | |
| Checked by: J.C. MERRY | | | | | | | | | | | | |
| Designed by: V.S. ANDREAN | | | | | | | | | | | | |
| Bridge Project Fee | | | | | | | | | | | | |
| Drawn: [Signature] | | | | | | | | | | | | |
| Reviewed/Checked: [Signature] | | | | | | | | | | | | |
| DATE: [Signature] | | | | | | | | | | | | |

Amendment 1 to SDOT SR 519 Project Acquisition ORD ATT 2 AMEND 1

D. S. ATCHAY
 CLERK

Exhibit "E1"

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 1 of 2 April 15, 2011



■ = State R.O.W
 ** = Outfall from CBX-11 is City maintenance responsibility

SDOT



Amendment 1 to SDOT SR 519 Project Acquisition ORD ATT 2



Exhibit "H"

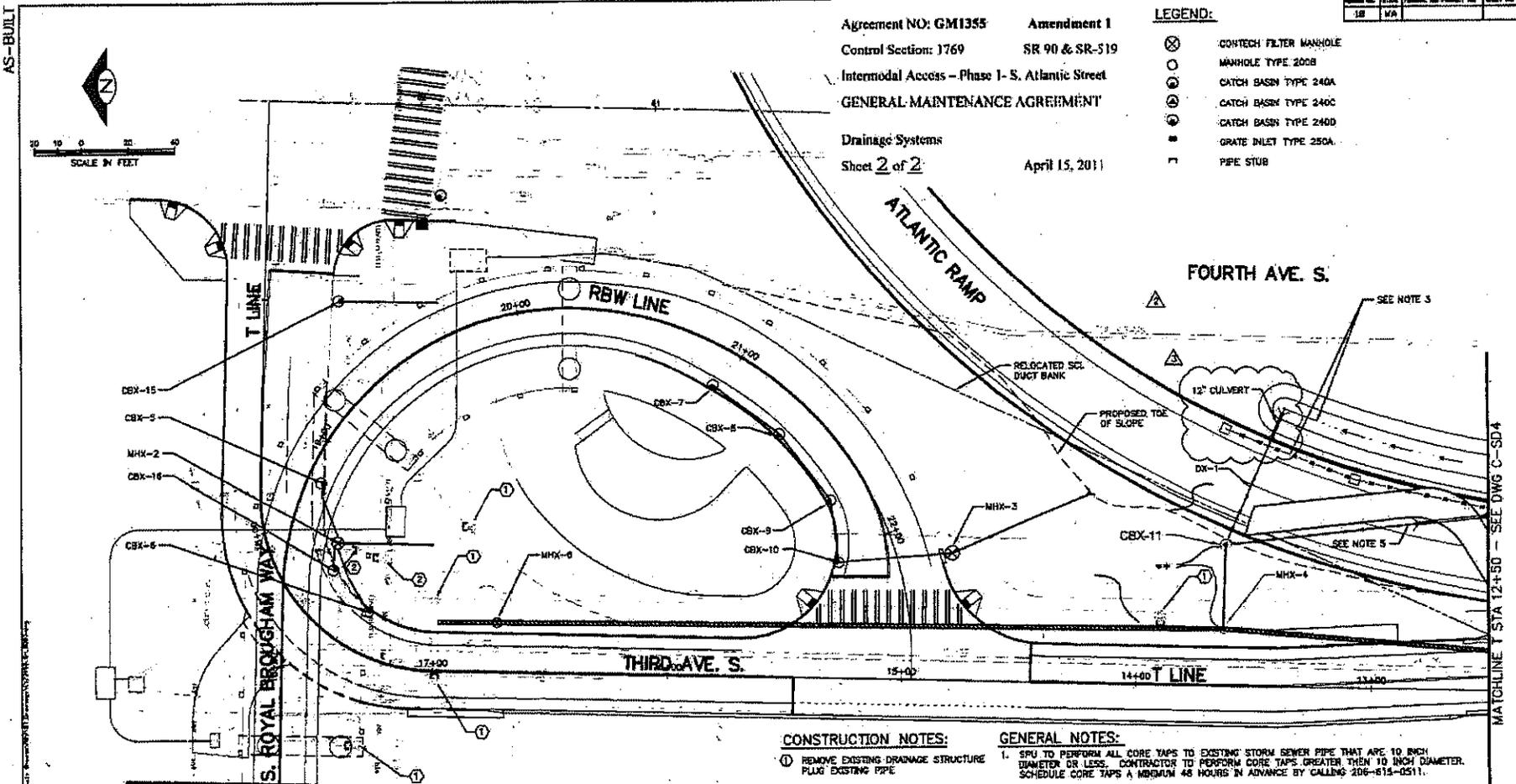
Agreement NO: GM1355 Amendment 1
 Control Section: 1769 SR 90 & SR-519
 Intermodal Access - Phase I - S. Atlantic Street
 GENERAL MAINTENANCE AGREEMENT

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

| NO. | DATE | DESCRIPTION | BY |
|-----|------|-------------|----|
| 18 | 5/9 | | |



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 206-815-0511.
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

SDOT



City of Seattle
 PERMIT NO. 9137/1328
 APPROVED: G. QUAY

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

C-SD3
 STORM DRAIN PLAN

| | |
|---------|----|
| DATE | BY |
| 7/15/13 | SD |
| 8/15/13 | SD |
| 6/26/13 | SD |
| 6/12/13 | SD |

| NO. | DATE | BY | DESCRIPTION |
|-----|---------|----|----------------------------|
| 1 | 7/15/13 | SD | ISSUE FOR DETAILS AND DATE |
| 2 | 8/15/13 | SD | ISSUE FOR PERMITS |
| 3 | 6/26/13 | SD | ISSUE FOR PERMITS |
| 4 | 6/12/13 | SD | ISSUE FOR PERMITS |

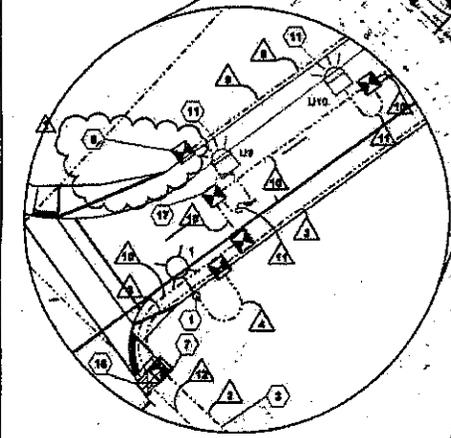
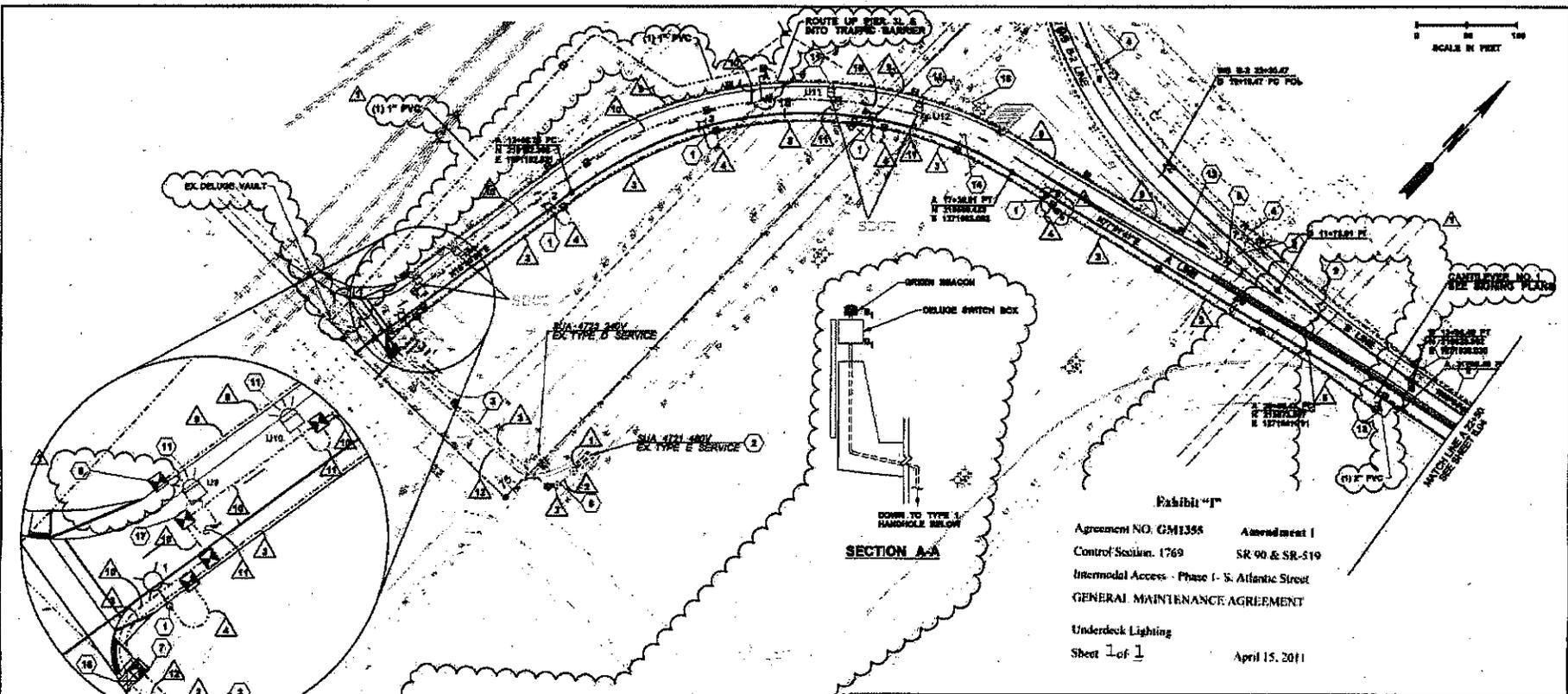
Washington State Department of Transportation

Kiewit
AECOM

Amendment 1 to SDOT SR 519 Project Acquisition ORD ATT 2 AMEND 1



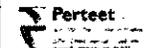
AS-BUILT



- GENERAL NOTES:**
- SEE SHEET ILO1 FOR CONSTRUCTION NOTES, WIRING SCHEDULE, AND LUMINAIRE SCHEDULE.
 - SEE SHEET ILO1 FOR SUA 4721 BREAKER SCHEDULE AND SCHEMATIC DIAGRAM.
 - SEE BRIDGE PLANS FOR PLACEMENT OF CONDUIT AND JUNCTION BOXES IN TRAFFIC BARRIER.
 - SEE SHEET ILO3 FOR RYERSON BASE UNDERDECK LIGHTING.

Exhibit "I"
 Agreement NO. GM1358 Amendment 1
 Control Section: 1769 SR 90 & SR-519
 Intermodal Access - Phase I - S. Atlantic Street
 GENERAL MAINTENANCE AGREEMENT
 Underdeck Lighting
 Sheet 1 of 1 April 15, 2011

| ILLUMINATION LEGEND | | | | | |
|---------------------|-----|------------------------|----------|-----|----------------------------|
| EXISTING | NEW | | EXISTING | NEW | |
| | (X) | CONSTRUCTION NOTE | (X) | (X) | TYPE 1 JUNCTION BOX |
| | (A) | WIRE NOTE | (A) | (A) | TYPE 2 JUNCTION BOX |
| | (L) | LUMINAIRE | (L) | (L) | TYPE 3 JUNCTION BOX |
| | (U) | UNDERDECK LIGHTING | (U) | (U) | TYPE 4 JUNCTION BOX |
| | (R) | OVERHEAD SIGN LIGHTING | (R) | (R) | TYPE 5 JUNCTION BOX |
| | (Y) | RYERSON BASE LIGHTING | (Y) | (Y) | TYPE 6 JUNCTION BOX |
| | (C) | CONDUIT | (C) | (C) | NEMA 4X JUNCTION BOX |
| | (E) | | (E) | (E) | ELECTRICAL SERVICE CABINET |



| | | | | | | | |
|---|-----------------|------------------------|----------------|---|------------------------------------|---|----------------------------|
| FILE NAME: R:\ORDMETS - SR 519\CADD\As-Built Sheets\A.MEND 1\Dimension\2748 SH 8.51.dwg | | FED.AID PROJ.NO. | | | | SR519-90 to SR99 INTERMODAL ACCESS PROJECT - I/C IMPROVEMENTS ATLANTIC STREET RAMP W-N RAMP TO SR 619, N.W-N | PLAN NO. IS IL02 |
| TIME: 11:24:12 AM | DATE: 7/16/2010 | DESIGNED BY: M. MACIAS | DATE: 08/21/10 | | | | |
| PLOTTED BY: Schneider | DATE: 7/16/2010 | DESIGNED BY: M. MACIAS | DATE: 08/21/10 | | | ATLANTIC STREET RAMP W-N RAMP TO SR 619, N.W-N | PLAN NO. IS IL02 |
| ENTERED BY: K. CROHNENWETT | DATE: 08/21/10 | DESIGNED BY: M. MACIAS | DATE: 07/29/08 | Washington State Department of Transportation Kiewit AECOM | REGIONAL ADM. C. STONE REVISION | ATLANTIC STREET RAMP W-N RAMP TO SR 619, N.W-N | PLAN NO. IS IL02 |
| CHECKED BY: C. FERGUSON | DATE: 08/21/10 | DESIGNED BY: M. MACIAS | DATE: 07/29/08 | Washington State Department of Transportation Kiewit AECOM | REGIONAL ADM. C. STONE REVISION | ATLANTIC STREET RAMP W-N RAMP TO SR 619, N.W-N | PLAN NO. IS IL02 |
| PROJ. ENGINEER: A. HENNINGSTROM | DATE: 07/29/08 | DESIGNED BY: M. MACIAS | DATE: 07/29/08 | Washington State Department of Transportation Kiewit AECOM | REGIONAL ADM. C. STONE REVISION | ATLANTIC STREET RAMP W-N RAMP TO SR 619, N.W-N | PLAN NO. IS IL02 |
| REGIONAL ADM. C. STONE | DATE: 07/29/08 | DESIGNED BY: M. MACIAS | DATE: 07/29/08 | Washington State Department of Transportation Kiewit AECOM | REGIONAL ADM. C. STONE REVISION | ATLANTIC STREET RAMP W-N RAMP TO SR 619, N.W-N | PLAN NO. IS IL02 |

Amendment 1 to SDOT SR 519 Project Acquisition ORD ATT 2 A.MEND 1



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,

A handwritten signature in black ink, appearing to read "Edward B. Murray", written over a horizontal line.

Edward B. Murray
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

