

Attachment 1

Monorail Operating and Easement Agreement

Attachment 1 includes:

1. September 18, 2014 First Addendum to Monorail Operating and Easement Agreement
2. January 28, 1988 Amendment to the Monorail Operating and Easement Agreement Scope of Work, exhibits to the Amendment are available from the Seattle City Clerk's Office as part of Comptroller File 296229 (p. 68-315)
3. February 13, 1987 Monorail System Operating and Easement Agreement

AFTER RECORDING MAIL TO:

FIRST ADDENDUM TO MONORAIL
OPERATING AND EASEMENT AGREEMENT

This First Addendum to Monorail Operating and Easement Agreement ("First Addendum") is made as of the 18 day of September, 2014 to that certain Monorail Operating and Easement Agreement ("Monorail Agreement") by and among Westlake Center, LLC, a Delaware limited liability company ("Westlake Center") (successor-by-conversion to Westlake Center Associates Limited Partnership ("Associates")) and the City of Seattle ("City") entered into on February 12, 1987 and recorded on February 17, 1987 as Document No. 8702170365 in the King County Recorder's Office. All capitalized terms not defined herein shall have the meanings ascribed to them in the Monorail Agreement.

RECITALS

- A. By virtue of a corporate entity restructuring, Associates converted itself from a limited partnership to a limited liability company (i.e., Westlake Center), with no change in beneficial ownership.
- B. Westlake Center has requested, and City has agreed to, a relocation of certain easements granted by Westlake Center to the City under Section 8 of the Monorail Agreement in locations depicted on the first and second pages of Exhibit D of the Monorail Agreement to provide more direct commuter access to the Property and to accommodate renovation of Westlake Center's retail space.
- C. Westlake Center and City now desire to amend Exhibit D to the Monorail Agreement to reflect the relocation of said easements.

NOW, THEREFORE, the parties agree as follows:

1. Amendment to Exhibit D. The first page of Exhibit D to the Monorail Agreement is hereby deleted and fully replaced with Exhibit A attached hereto and collectively designated as Page 1 of Exhibit D.

2. Ratification. Except as provided herein, all of the terms, covenants and conditions of the Monorail Agreement are hereby continued, approved and ratified, and, as hereby amended, shall continue in full force and effect and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

3. Counterparts. This First Addendum may be executed and delivered in any number of counterparts, each of which shall constitute an original.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, Associates and City have caused this First Addendum to be executed
as of the date and year first written above.

ASSOCIATES:

Westlake Center, LLC,
a Delaware limited liability company

By: 
Name: Andrew P. Massmann
Title: Authorized Signatory

CITY:

The City of Seattle

By: 
(signature)

Name: Robert Nellams
Title: Director of the Seattle Center

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I certify that I know or have satisfactory evidence that Andrew P. Massmann
appeared before me and signed this instrument, on oath stated that he/she was authorized to execute the
instrument and acknowledged it as the Authorized Signatory of WESTLAKE CENTER, LLC, a Delaware
limited liability company, to be the free and voluntary act of such party for the uses and purposes
mentioned in the instrument.

Dated this 2nd day of September, 2014

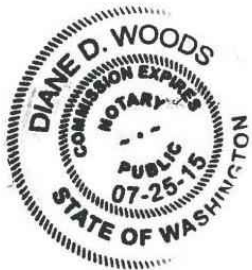


Jennifer R. Anfinson
Notary Public in and for the State of ~~Washington~~ Illinois
Residing at Chicago, IL
My appointment expires: 2/25/17

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

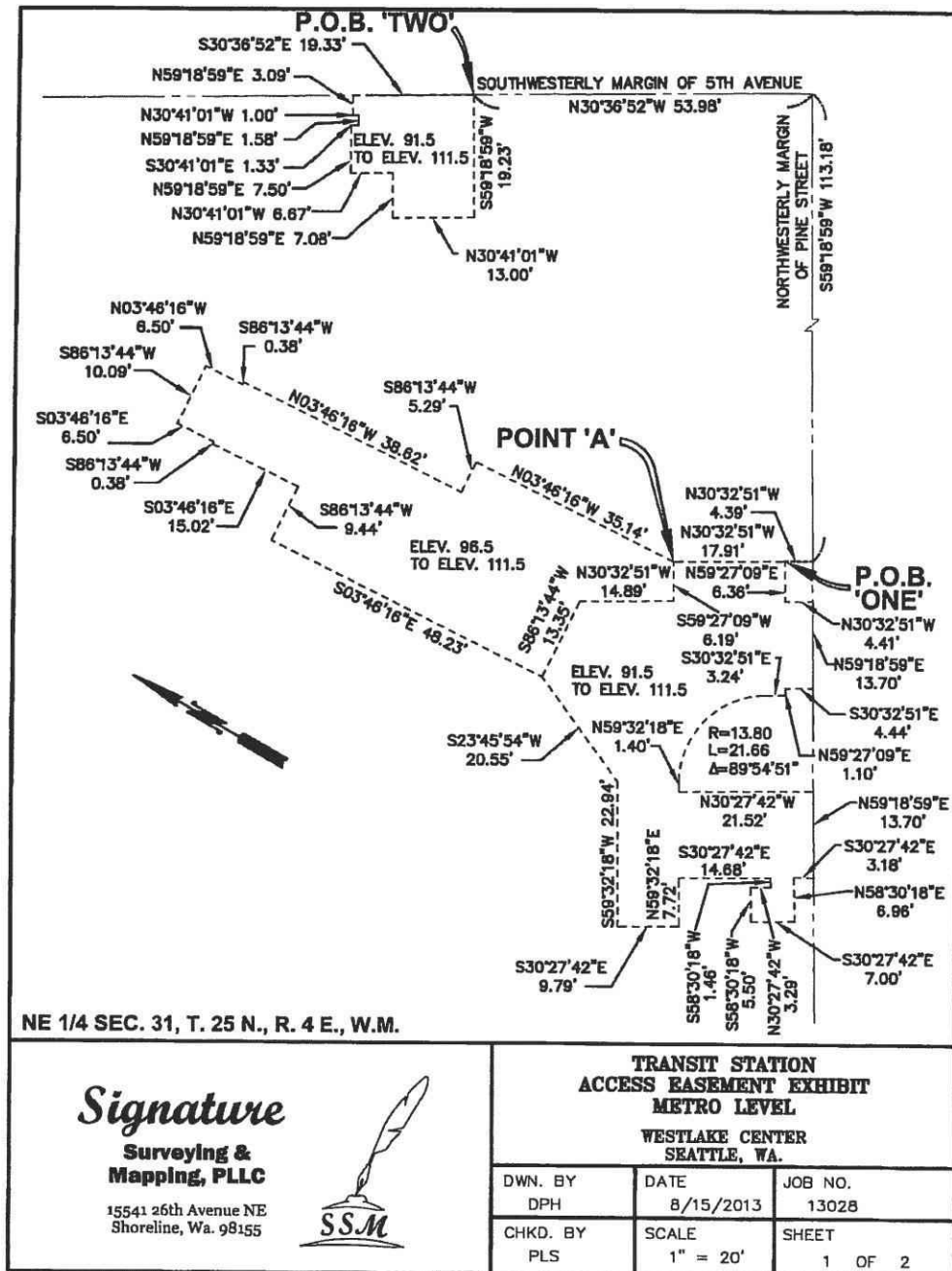
I certify that I know or have satisfactory evidence that Robert Nellams appeared before me and
signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged
it as the Director of the Seattle Center Department of THE CITY OF SEATTLE, a municipal corporation,
to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

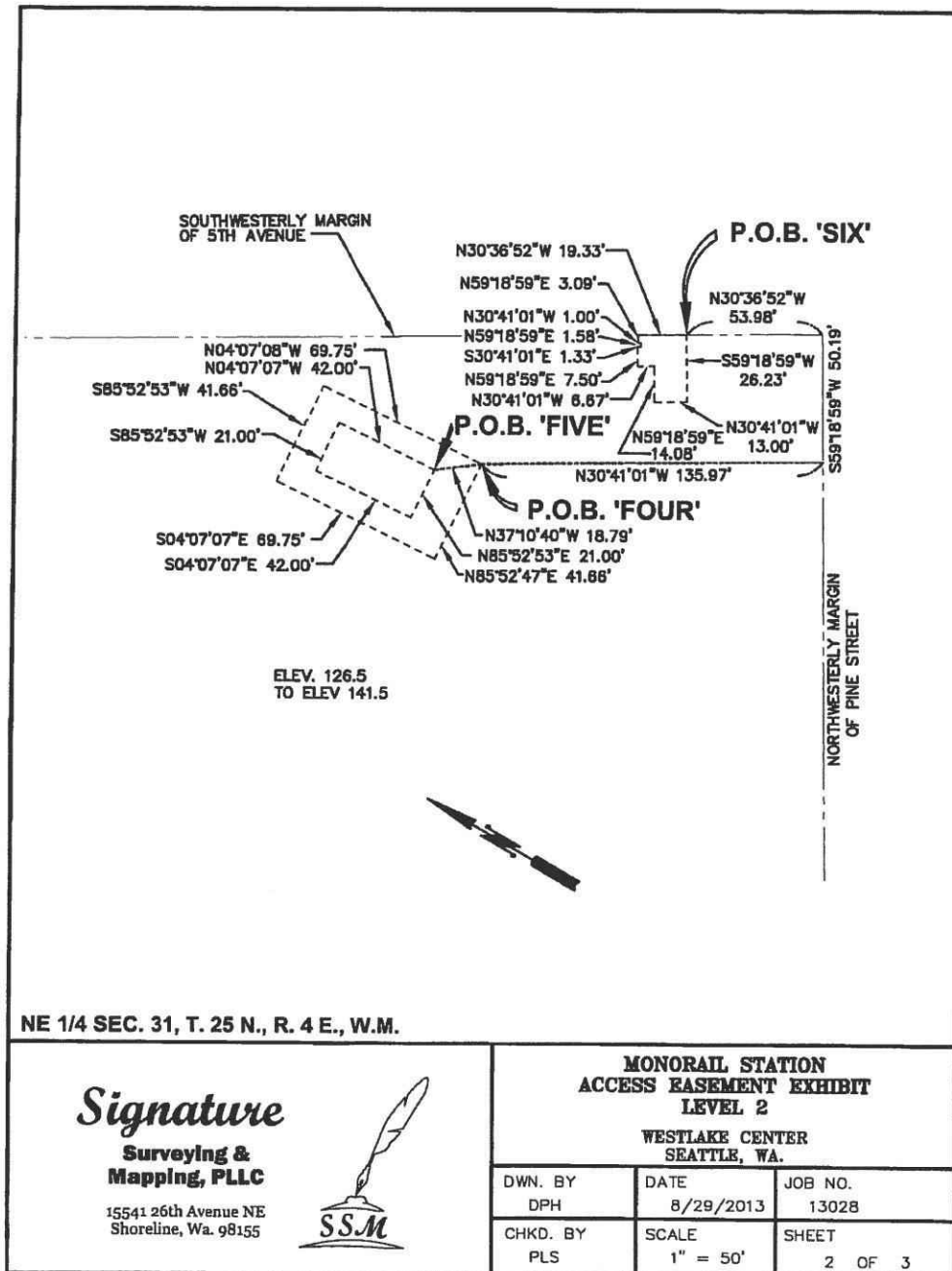
Dated this 18th day of Sept, 2014



Diane Woods
Notary Public in and for the State of Washington
Residing at Spokane
My appointment expires: 7-25-15

Exhibit A





**WESTLAKE CENTER TRANSIT STATION ACCESS EASEMENT
LEGAL DESCRIPTION**

THAT PORTION OF LOTS 1, 11, AND 12 (INCLUDING THE PORTIONS THEREOF LYING WITHIN VACATED WESTLAKE AVENUE AS VACATED BY CITY OF SEATTLE ORDINANCE NUMBER 113078, AND VACATED ALLEY AS VACATED BY CITY OF SEATTLE ORDINANCE NUMBER 113078), BLOCK 1, ADDITION TO THE TOWN OF SEATTLE AS LAID OFF BY THE HEIRS OF SARAH A. BELL, DECEASED (COMMONLY KNOWN AS HEIRS OF SARAH A. BELL'S ADDITION TO THE TOWN OF SEATTLE), ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 103, IN KING COUNTY, WASHINGTON, SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;
THENCE SOUTH 59°18'59" WEST 113.18 FEET;
THENCE NORTH 30°32'51" WEST 4.39 FEET TO POINT OF BEGINNING 'ONE';
THENCE NORTH 30°32'51" WEST 17.91 FEET TO A POINT HEREINAFTER REFERED TO AS POINT 'A';
THENCE SOUTH 59°27'09" WEST 6.19 FEET;
THENCE NORTH 30°32'51" WEST 14.89 FEET;
THENCE SOUTH 86°13'44" WEST 13.35 FEET;
THENCE SOUTH 23°45'54" WEST 20.55 FEET;
THENCE SOUTH 59°32'18" WEST 22.94 FEET;
THENCE SOUTH 30°27'42" EAST 9.79 FEET;
THENCE NORTH 59°32'18" EAST 7.72 FEET;
THENCE SOUTH 30°27'42" EAST 14.68 FEET;
THENCE SOUTH 58°30'18" WEST 1.46 FEET;
THENCE NORTH 30°27'42" WEST 3.29 FEET;
THENCE SOUTH 58°30'18" WEST 5.50 FEET;
THENCE SOUTH 30°27'42" EAST 7.00 FEET;
THENCE NORTH 58°30'18" EAST 6.96 FEET;
THENCE SOUTH 30°27'42" EAST 3.18 FEET;
THENCE NORTH 59°18'59" EAST 13.70 FEET;
THENCE NORTH 30°27'42" WEST 21.52 FEET;
THENCE NORTH 59°32'18" EAST 1.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 13.80 FEET;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 89°54'51" A DISTANCE OF 21.66 FEET;
THENCE SOUTH 30°32'51" EAST 3.24 FEET;
THENCE NORTH 59°27'09" EAST 1.10 FEET;
THENCE SOUTH 30°32'51" EAST 4.44 FEET;

THENCE NORTH 59°18'59" EAST 13.70 FEET;
THENCE NORTH 30°32'51" WEST 4.41 FEET;
THENCE NORTH 59°27'09" EAST 6.36 FEET TO POINT OF BEGINNING 'ONE'.

TOGETHER WITH THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'52" WEST 53.98 FEET TO POINT OF BEGINNING 'TWO';
THENCE SOUTH 59°18'59" WEST 19.23 FEET;
THENCE NORTH 30°41'01" WEST 13.00 FEET;
THENCE NORTH 59°18'59" EAST 7.08 FEET;
THENCE NORTH 30°41'01" WEST 6.67 FEET;
THENCE NORTH 59°18'59" EAST 7.50 FEET;
THENCE SOUTH 30°41'01" EAST 1.33 FEET;
THENCE NORTH 59°18'59" EAST 1.58 FEET;
THENCE NORTH 30°41'01" WEST 1.00 FEET;
THENCE NORTH 59°18'59" EAST 3.09 FEET;
THENCE SOUTH 30°36'52" EAST 19.33 FEET TO POINT OF BEGINNING 'TWO'.

LYING BETWEEN ELEVATION 91.5 AND 111.5 FEET, CITY OF SEATTLE VERTICAL DATUM.

CONTAINING 1,846 SQUARE FEET MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

BEGINNING AT THE HEREINBEFORE MENTIONED POINT 'A';
THENCE NORTH 3°46'16" WEST 35.14 FEET;
THENCE SOUTH 86°13'44" WEST 5.29 FEET;
THENCE NORTH 3°46'16" WEST 38.62 FEET;
THENCE SOUTH 86°13'44" WEST 0.38 FEET;
THENCE NORTH 3°46'16" WEST 6.50 FEET;
THENCE SOUTH 86°13'44" WEST 10.09 FEET;
THENCE SOUTH 3°46'16" EAST 6.50 FEET;
THENCE SOUTH 86°13'44" WEST 0.38 FEET;
THENCE SOUTH 3°46'16" EAST 15.02 FEET;
THENCE SOUTH 86°13'44" WEST 9.44 FEET;
THENCE SOUTH 3°46'16" EAST 48.23 FEET;
THENCE NORTH 86°13'44" EAST 13.35 FEET;
THENCE SOUTH 30°32'51" EAST 14.89 FEET;
THENCE NORTH 59°27'09" EAST 6.19 FEET TO POINT 'A' AND THE TERMINUS OF THIS DESCRIPTION.

LYING BETWEEN ELEVATION 96.5 AND 111.5 FEET, CITY OF SEATTLE VERTICAL DATUM.

CONTAINING 1,448 SQUARE FEET MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF THE CITY OF SEATTLE;

THENCE SOUTH 59°18'59" WEST 132.76 FEET TO **POINT OF BEGINNING 'THREE'**;

THENCE NORTH 04°07'07" WEST 46.51 FEET;

THENCE NORTH 85°52'53" EAST 1.71 FEET;

THENCE NORTH 04°07'07" WEST 12.61 FEET;

THENCE NORTH 85°52'53" EAST 0.69 FEET;

THENCE NORTH 04°07'07" WEST 19.37 FEET;

THENCE SOUTH 85°52'53" WEST 20.65 FEET;

THENCE NORTH 04°07'07" WEST 9.12 FEET;

THENCE NORTH 86°13'44" EAST 9.85 FEET;

THENCE NORTH 04°07'07" WEST 21.52 FEET;

THENCE NORTH 86°13'44" EAST 10.79 FEET;

THENCE NORTH 04°07'07" WEST 50.41 FEET;

THENCE NORTH 35°28'10" EAST 16.70 FEET;

THENCE NORTH 04°07'07" WEST 68.25 FEET;

THENCE NORTH 85°52'53" EAST 3.42 FEET;

THENCE NORTH 04°07'07" WEST 24.01 FEET;

THENCE NORTH 30°36'52" WEST 30.63 FEET;

THENCE SOUTH 04°07'07" EAST 65.93 FEET;

THENCE NORTH 85°52'53" EAST 17.50 FEET;

THENCE NORTH 04°07'07" WEST 101.04 FEET;

THENCE NORTH 30°36'52" WEST 30.00 FEET;

THENCE SOUTH 03°53'08" EAST 69.88 FEET;

THENCE SOUTH 85°52'53" WEST 1.33 FEET;

THENCE SOUTH 04°07'07" EAST 11.00 FEET;

THENCE NORTH 85°52'53" EAST 1.09 FEET;

THENCE SOUTH 04°07'07" EAST 56.50 FEET TO A POINT HEREINAFTER REFERED TO AS **POINT 'B'**;

THENCE CONTINUING SOUTH 04°07'07" EAST 157.42 FEET;

THENCE NORTH 85°52'53" EAST 11.60 FEET;

THENCE SOUTH 04°07'07" EAST 12.61 FEET;

THENCE NORTH 85°52'53" EAST 1.60 FEET;

THENCE SOUTH 04°07'07" EAST 54.22 FEET;

THENCE NORTH 59°18'59" EAST 17.24 FEET TO **POINT OF BEGINNING 'THREE'**;

EXCEPT THE FOLLOWING;

COMMENCING AT THE HEREINBEFORE MENTIONED POINT 'B';
THENCE NORTH 85°52'53" EAST 15.24 FEET TO POINT OF BEGINNING 'FOUR';
THENCE CONTINUING NORTH 85°52'53" EAST 11.33 FEET;
THENCE SOUTH 04°07'07" EAST 31.94 FEET;
THENCE SOUTH 85°52'53" WEST 11.33 FEET;
THENCE NORTH 04°07'07" WEST 31.94 TO POINT OF BEGINNING 'FOUR'.

TOGETHER WITH THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 5TH AVENUE AND THE
NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NUMBER 14500 OF
THE CITY OF SEATTLE;
THENCE NORTH 30°36'52" WEST 53.98 FEET TO POINT OF BEGINNING 'FIVE';
THENCE SOUTH 59°18'59" EAST 26.23 FEET;
THENCE NORTH 30°41'01" WEST 13.00 FEET;
THENCE NORTH 59°18'59" EAST 14.08 FEET;
THENCE NORTH 30°41'01" WEST 6.67 FEET;
THENCE NORTH 59°18'59" EAST 7.50 FEET;
THENCE SOUTH 30°41'01" EAST 1.33 FEET;
THENCE NORTH 59°18'59" EAST 1.58 FEET;
THENCE NORTH 30°41'01" WEST 1.00 FEET;
THENCE NORTH 59°18'59" EAST 3.09 FEET;
THENCE SOUTH 30°36'52" EAST 19.33 FEET TO POINT OF BEGINNING 'FIVE'.

LYING AT ELEVATION 111.5 FEET, CITY OF SEATTLE VERTICAL DATUM.

CONTAINING 8,717 SQUARE FEET MORE OR LESS.



P.O. Box 55487 · Shoreline, WA 98155
206-947-4975 phone · 206-364-3032 fax
info@signaturepllc.com

AMENDMENT TO THE MONORAIL OPERATING
AND EASEMENT AGREEMENT SCOPE OF WORK

THIS AGREEMENT made as of the 28th day of January, 1988,
by and between the City of Seattle, a municipal corporation
of the State of Washington, having its office at the Seattle
Municipal Building, 600 Fourth Avenue, in The City of Seattle,
Washington (hereinafter called "City") and Westlake Center
Associates Limited Partnership (hereinafter "Associates"), a
Washington limited partnership whose general partners are
Rouse-Seattle, Inc., a Maryland corporation and Westlake 7
Building Partners Limited Partnership, a Washington limited
partnership.

WHEREAS, the City and Associates have entered into that
certain Monorail Operating and Easement Agreement dated
February 13, 1987 (herein "Agreement") wherein, among other
things, the parties have entered into an agreement respecting
construction, maintenance, use and operation of certain
elevated monorail tracks and monorail platform; and

WHEREAS, it is in the mutual benefit of the City and
Associates to amend the Agreement to modify the scope of
work provided for in Exhibit "C" of the Agreement, respecting
the construction of a portion of the elevated monorail
tracks.

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

NOW, THEREFORE, in consideration of the promises and mutual obligations herein undertaken and other good and valuable consideration, the City and Associates agree as follows:

1. Exhibit "C" of the Agreement, providing for the design standards and scope of work applicable to the construction of the Monorail station and Monorail Platform is amended to include the following work to be performed by the Associates ("Associate Work") pursuant to the following conditions. To the extent there is a conflict between other provisions in the Agreement and the conditions pertaining to the additional scope of work contained in this amendment, the conditions in this amendment shall apply to the additional scope of work.
2. Associates Work shall include construction of the Guideway Piers and Vaults in that certain Contract known as the Monorail Contract 4. The description, conditions and requirements of said construction work are contained in Exhibit "1" to this Agreement, attached and incorporated by reference herein, which includes the following:

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- (1) WASH DOT/APWA 1984 Standard Specifications, 1986 City of Seattle Supplement, as modified and amended by the 1986 City of Seattle Standard Plans, Special Provisions which is itself modified and amended by Special Provisions, Guideway Pier and Vaults Contract 4, as amended by Addendum No. 1;
- (2) Bid Document Drawings;
- (3) Bid Item List Contract 4 (City of Seattle);
- (4) Bid Item response list from Howard S. Wright Company;
- (5) Letter from Philip M. Frederick to Darrell Vange, dated October 27, 1987; and
- (6) City of Seattle Utilities Permit No. 48148.
- (7) Exhibits A & B1 and B2

OK

3. Special Provisions, Section 2-08.9, LIQUIDATED DAMAGES (FAILURE TO COMPLETE WORK ON TIME) as stated Exhibit 1 shall not apply, but rather the following shall apply when there is a failure to complete work on time.

Time is of the essence in this Amendment, and Associates shall use all reasonable efforts to meet their contract milestones (as provided in Exhibit 1, item No. 1-a in the attached Addendum No. 1 to Special Provisions, Piers and Vaults, Contract No. (4)) in a timely fashion. Except as provided herein, Associates shall not be responsible to pay

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damages to the City or its agents for failing to complete their work on time, whether the delay to complete such work is due to the City's own negligence, the fault of third parties or otherwise. If there is a failure to complete work on time which is due to the negligence of Associates, their contractor, subcontractor or agents, and if as a direct result of said negligence there are delays to other contractors and/or subcontractors for the work and contract milestones of related projects (as identified in said Item No. 1-b of Addendum No. (1)), then Associates shall be responsible for the reasonable construction cost increases which may become necessary in order to reasonably achieve the contract milestones of said related projects and shall further, to the extent permitted by law, indemnify, save harmless and defend the City from any claims and liability from said other contractors and/or subcontractors resulting from such delay. Each party shall be responsible proportionately for their own negligent acts, errors and omissions resulting in such delays and claims and liability arising therefrom as governed by the laws of the State of Washington.

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4. Cost overruns and cost savings shall be treated as provided in that certain Contract for Sale ~~and Redevelopment~~ executed August 17, 1984, amended October 5, 1984 and further amended February 5, 1987 by and between the City and Associates (hereinafter the "Contract") and Section 4 of the Agreement. The work undertaken pursuant to this Agreement shall be for a price of Five Hundred Twenty Five Thousand Nine Hundred and Thirty Dollars (\$525,930.00) including general conditions, fees, state sales tax, B&O and Contingency but excluding bid item 32, Limestone Veneer identified in Exhibit 1, Bid Item List by the City of Seattle dated June 25, 1987, which work is eliminated as part of the work under this Agreement. For any change orders or for any work in excess of the price, (hereinafter referred to as cost overruns), Associates shall prior to authorizing or undertaking such work first seek approval from the City in writing by submitting its request which shall include a detailed written proposal, to:

Seattle Engineering Department
Monorail Project Manager
Attention: Phil Frederick
Room 600 - Municipal Building
Seattle, WA 98104

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE,
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For any change orders or any cost overruns involving less than Five Thousand Dollars (\$5,000), the City shall have three (3) working days from the date of the Associates' written request to notify Associates of its acceptance or rejection or shall be deemed to have given its acceptance to the work. For change orders or cost overruns in excess of Five Thousand Dollars (\$5,000.00), the City shall have ten (10) calendar days from the date of the Associates' written request to notify Associates of its acceptance or rejection; failure to so notify Associates shall make the City solely responsible for the additional costs attributable to the delay, but in no event shall silence or inaction on the part of the City be considered "deemed acceptance" so as to authorize the work.

The City shall be responsible for cost overruns (whether due to change orders or otherwise) except to the extent such cost overruns are due to the ~~fault or~~ negligence of Associates, their contractors, subcontractors or agents, in which event Associates shall be proportionally responsible for such additional costs and cost overruns. In any event

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Associates, after following the notification and approval procedure as previously stated, shall thereupon provide payment for the additional costs or cost overruns and shall be reimbursed for the City's share of the costs in the manner provided for in Section 4 of the Agreement.

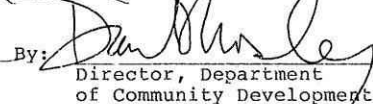
5. In the event that Associates are unable to complete construction of the work provided for in the Monorail Contract 4 within the time frame provided for, then, except to the extent provided for in paragraph 3 of this Amendment, the City shall not otherwise be relieved of its obligations to have the Monorail Station ready and open for business as provided for in Section 3 of the Agreement, nor shall it give rise to an extension of time for the City to meet its obligations as provided in Section 9(a)(vii) of the Agreement.
6. This Amendment to the Agreement is being executed by and on behalf of the City of Seattle by its Director of Community Development pursuant to Section 46 of that certain Contract for Sale of Property and Redevelopment executed August 17, 1984, as amended, and Section 38 of the Agreement.

IN WITNESS WHEREOF, the City and Associates have executed
this Agreement as of the day and year first hereinabove
written.

ATTEST:



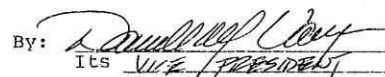
THE CITY OF SEATTLE

By: 
Director, Department
of Community Development

WESTLAKE CENTER ASSOCIATES
LIMITED PARTNERSHIP

ATTEST:

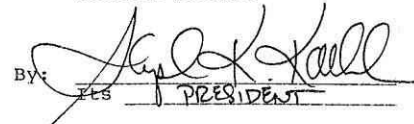
By: Rouse-Seattle, Inc.
General Partner

By: 
Its VICE PRESIDENT

By: WESTLAKE 7 BUILDING PARTNERS
LIMITED PARTNERSHIP,
General Partner

ATTEST:

By: Koehler, McFadyen & Company,
General Partner

By: 
Its PRESIDENT

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STATE OF WASHINGTON)
) ss.
COUNTY OF K I N G)

I hereby certify that on this 2nd day of February
1988, personally appeared before me Stephen K. Koehler
and President to me known to be the
and
respectively of Koehler, McFadyen & Company, a corporation
executing the within and foregoing instrument as general
partner of Westlake 7 Building Partners Limited Partnership
and acknowledged said instrument to be the free and voluntary
act and deed of said corporation for the uses and purposes
therein mentioned and on oath stated that they are authorized
to execute said instrument.

WITNESS my hand and official seal this 2nd day of
February, 1988.

Robin Bushnell
NOTARY PUBLIC in and for the State of
Washington, residing at Haute
My Commission expires 7-17-90

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

7:AGR3.

RECEIVED

48148

THE CITY OF SEATTLE

DEPARTMENT OF ENGINEERING

DIRECTOR OF
ENGINEERING

APPLICATION FOR UTILITIES PERMIT TO THE BOARD OF PUBLIC WORKS

DISTRIBUTION	
ORIGINAL -	Director of Engineering
WHITE -	Permitting
YELLOW -	Inspector
PINK -	Inspector
PINK -	Const. Crew

The undersigned (pursuant to Ordinance No. 90047) hereby applies for permission to

Construct monorail piers, vaults and ducts in 5th Avenue adjacent to Westlake Center in accordance with the Monorail Agreement; Letter dated 10/26/87, Frederick to Vange; and contract documents associated with Seattle Engineering Department Plan No. 782-163.

- ☐ Permittee to do restoration between curb and property line.
☒ Permittee to do full restoration of street right-of-way with full time inspection by Director of Engineering.
☐ Seattle Engineering Department to do restoration between curb and property line.

Permittee/Contractor Rouse-Seattle Inc./ By [Signature] Date 11-25-87
H. S. Wright, Inc.
I recommend that this permit be granted, subject to the conditions set forth therein.

Date December 7, 1987 By [Signature]
DIRECTOR OF ENGINEERING

WORK UNDER THIS PERMIT SHALL BEGIN WITHIN SIX MONTHS OF THE DATE OF THE PERMIT UNLESS OTHER ARRANGEMENTS ARE MADE, OTHERWISE PERMIT SHALL BE REVOKED.

PERMIT

THE ABOVE APPLICATION IS HEREBY GRANTED SUBJECT TO GRANTEE:

- Complying with all City Ordinances and Board of Public Works regulations;
Notifying the Director of Engineering of the time the work will start, and when it will finish; ~~XXXXXX~~
Notifying any utility or property owner subject to damage or inconvenience during performance of the work; and, grantee shall make all arrangements necessary for the protection of any such utility or owner interest;
Prosecuting the work with diligence and with due respect to all property, contracts, persons, rights and the interests and convenience of the public;
Saving the City harmless from any and all damages which may accrue to any person or property because of this installation or maintenance;
NOTIFYING THE UTILITIES OF THE WORK BY CALLING 1-800-424-5555 48 HOURS BEFORE DIGGING.
Complying with special conditions below and on back as noted:

- ☒ UNDERGROUND CONSTRUCTION ☐ CUSTOMER SERVICE ☐ AERIAL CONSTRUCTION
☒ CONDITION NO'S 1, 2, 4, 7, 8, 9

FAILURE TO GIVE NOTICE TO DIRECTOR OF ENGINEERING WILL RESULT IN THE ASSESSMENT OF A MINIMUM OF ONE HOUR INSPECTION TIME CHARGED AGAINST THE PERMITTEE.

Maintain a minimum of subject to spec lane(s) of vehicular traffic in each direction at all times.

Hours of Work: 6:00 a.m. to 7:00 p.m. subject to Section 1-08.11(1) in City Supplement

Board of Public Works
[Signature] Chairman
[Signature] Asst. Secretary
Date _____
Director of Engineering
By _____

The undersigned accepts this permit and agrees to abide by the conditions thereof.

Permittee/Contractor _____ By _____ Date _____

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

FILED FOR RECORD AT REQUEST OF
SAFECO TITLE INSURANCE COMPANY
2615 4th AVENUE, SEATTLE, WA 98122

Feb 17 9 21 AM '87
BY THE H...
RECEIVED...
HAG...
CHS

87/02/17
RECD F 155.00
CPRESL

MONORAIL OPERATING AND EASEMENT AGREEMENT

by and between

WESTLAKE CENTER ASSOCIATES
LIMITED PARTNERSHIP

and

THE CITY OF SEATTLE

SAFECO DL-453263

8702170365

EXHIBIT

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MONORAIL OPERATING AND EASEMENT AGREEMENT

THIS AGREEMENT made as of the 13th day of February, 1987, by and between the City of Seattle, a municipal corporation of the State of Washington, having its office at the Seattle Municipal Building, 600 Fourth Avenue, in The City of Seattle, Washington (hereinafter called "City") and Westlake Center Associates Limited Partnership (hereinafter "Associates"), a Washington limited partnership whose general partners are Rouse-Seattle, Inc., a Maryland corporation and Westlake 7 Building Partners Limited Partnership, a Washington limited partnership.

W I T N E S S E T H:

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WHEREAS, pursuant to a Contract for Sale of Property dated August 17, 1984, as amended (the "Contract") between the City and Rouse-Seattle, Inc., predecessor in interest to Associates, the City has conveyed to Associates Lots 1, 3, 8, 9, 10, 11 and 12 located on Block 1 in the City of Seattle and Associates has acquired separately Lots 2 and 7 of Block 1 (the "Property" as more particularly described in Exhibit A attached hereto and made a part hereof); and

WHEREAS, pursuant to the Contract (the interest of Rouse-Seattle, Inc. therein having been assigned to Associates), Associates is to develop on the Property and certain adjacent property a mixed use office, retail and garage complex (the "Westlake Project"); and

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WHEREAS, pursuant to the Contract, Associates is to construct the Westlake Project so as to provide access through the Westlake Project and over and upon a platform located within the Westlake Project, constructed by Associates and designed to allow pedestrians to enter monorail trains operating on elevated tracks to be constructed by the City adjacent to Block 1 on the easterly side of the Westlake Project; and

WHEREAS, pursuant to the Contract, the City has agreed to construct and operate such elevated monorail tracks as part of the monorail system serving the City of Seattle and extending from Seattle Center to the Westlake Project; and

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WHEREAS, the Contract provides for the City and Associates to enter into an agreement respecting construction, maintenance, use and operation of such elevated monorail tracks, monorail platform and associated pedestrian access, and respecting easements to be granted in order to preserve such pedestrian access; and

WHEREAS, the City and Associates have agreed as to such matters.

NOW, THEREFORE, in consideration of the promises and the mutual obligations herein undertaken and other good and valuable consideration, the City and Associates agree as follows:

Section 1. Definitions. In addition to the terms defined in the recitals of this Agreement, as used herein, the following terms have the following definition:

"Improvements" means the buildings and permanent improvements to be constructed by Associates on the property and certain

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adjacent property in accordance with the Contract and which will upon completion constitute the Westlake Project.

"Monorail System" means the elevated monorail public transit system owned and operated by the City and extending from Seattle Center to the Westlake Project and all equipment appurtenant thereto and necessary or appropriate for the operation of such public transit system, including but not limited to stations, terminals, trackage, trains and rolling stock and switching equipment.

"Monorail Station" means that portion of the Monorail System consisting of elevated monorail tracks constructed or to be constructed by the City pursuant to the Contract and this Agreement and located adjacent to Block 1 on the easterly side of the Westlake Project and generally in the location shown on the Site Plan attached hereto as Exhibit B and made a part hereof, together with all improvements and equipment necessary for the safe and proper use and operation of the Monorail Station, including without limitation pilings, supports, tracks and switching equipment, but not including the hereinafter defined Monorail Station Platform.

"Monorail Station Platform" means that portion of the Improvements constructed by Associates pursuant to the Contract and this Agreement consisting of a passenger terminal, including but not limited to a concrete platform, walls, ceilings, glass canopy, stairs, and an elevator located adjacent to the Monorail Station generally as shown on Exhibit B (but not constituting a

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part of the Monorail Station), which will serve as an area through which passengers may enter upon or exit from the Monorail Station.

Section 2. Construction: Design Standards and Scope of Work.

Attached hereto as Exhibit C are design standards and a scope of work applicable to the construction of the Monorail Station by the City and Monorail Station Platform by Associates. Associates shall complete base building construction, finish work, lighting, signage and other improvements described in Exhibit C hereof respecting the Monorail Station Platform ("Associates' Work") in accordance with plans and specifications consistent with such design standards and scope of work (to the extent applicable to the Monorail Station Platform) and approved by the City, as part of the plans and specifications for construction of the Improvements, in the manner set forth in the Contract. The City shall construct the sliding ramps ("Ramps") which connect to and extend from the Monorail Station Platform and shall complete other improvements (including, without limitation, platform handrails, ticket issuing machines and kiosk interior) respecting the Monorail Station Platform ("City Work") and shall construct all portions of the Monorail System (including, without limitation, the Monorail Station) other than the Monorail Station Platform, and it shall construct its improvements respecting the Monorail Station Platform and the Monorail Station in accordance with plans and specifications consistent with such design standards and scope of work (to the extent applicable to the Monorail Station Platform and Monorail Station) and approved as to appearance by Associates.

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All such improvements of the City as are located within the Improvements shall be located upon the Monorail Station Platform except that the City may install ticket issuing machines, as approved by Associates, at the other locations. Associates shall submit its plans and specifications for the Monorail Station Platform to the City as part of its plans and specifications for the Improvements to be submitted pursuant to the Contract and within the time frames set forth in the Contract. The City shall use its reasonable efforts to submit its design development plans and specifications for its improvements to the Monorail Station Platform and for the Monorail Station to Associates on or prior to January 1, 1987, and to submit to Associates its construction plans and specifications for its improvements to the Monorail Station Platform and for the Monorail Station on or prior to March 1, 1987. Associates shall approve or disapprove the plans and specifications of the City within the time frames (i.e., 15 working days) applicable to the City's approval of Associates plans and specifications under the Contract, and such plans and specifications shall be deemed approved by Associates unless the City is notified to the contrary within 15 working days following submission. If Associates disapproves the plans and specifications of the City, Associates shall so notify the City in writing and state the specific reasons therefor. Following such notification, the City shall either resubmit corrected plans and specifications to Associates for approval or incorporate such corrections as are requested by Associates in the City's subsequent plans.

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The right of Associates and the City to disapprove plans and specifications respecting the Monorail Station and Monorail Station Platform shall be exercised in a reasonable fashion and limited to matters (1) which are not consistent developments of the design standards and scope of work set forth in Exhibit C or plans and specifications previously approved respecting the Monorail Station or Monorail Station Platform, as the case may be or (2) which are new and material architectural or design elements not depicted or described in Exhibit C or in previously approved plans and specifications. Any bona fide dispute as to whether disapproval of plans and specifications or any amendment or modification thereof is allowed hereunder shall be resolved by arbitration in the manner set forth in Section 10(D) of the Contract.

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Section 3. Completion of Construction; Construction Schedule. Associates shall use its reasonable efforts to complete base building construction of the Monorail Station Platform, as part of the Improvements, in accordance with the schedule for completion of the Improvements as set forth in the Contract. The City shall likewise use its reasonable efforts to complete construction of the Monorail System and Monorail Station in accordance with the Schedule set forth in the Contract. The parties intend that the Monorail System, Monorail Station and Monorail Station Platform shall be complete and operational so that the Monorail System will be open and available for passenger service to and from the Monorail Station Platform on the Scheduled Opening

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Date (as defined in the Contract). In addition, Associates shall use its reasonable efforts to complete its work respecting the Monorail Station Platform (excluding pedestrian access) sufficient to allow the City access to the Monorail Station Platform for construction and testing purposes pursuant to Section 9(b)(vii) hereof.

In the event the Monorail Station Platform and retail portions of the Improvements are open for business or ready to open for business (as defined in the Contract) on the Scheduled Opening Date but the Monorail Station is not open for business (as defined in the Contract), Associates shall have the rights set forth in the Contract, and exercise of such rights shall be without limitation of any other rights and remedies of Associates under the Contract resulting from the City's failure to comply with its obligations and undertakings set forth therein (including, without limitation, those respecting streetscaping and Westlake Park). In the event the Monorail Station is open for business or ready to open for business on the Scheduled Opening Date, and if the City shall have completed and fulfilled its other obligations and undertakings under the Contract to be completed and fulfilled by the Scheduled Opening Date, but the Monorail Station Platform and retail portions of the Improvements are not open or ready to open for business on the Scheduled Opening Date, the City shall have the rights set forth in the Contract, and exercise of such rights shall be without limitation of any other rights and remedies of

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the City under the Contract resulting from Associates' failure to comply with its obligations and undertakings set forth therein.

Under the Contract the City is obligated to incur overtime and premium costs, as necessary, in order to complete, among other things, the Monorail Station, on or prior to the Scheduled Opening Date. If the City incurs such overtime and premium costs and causes the Monorail Station and certain other obligations of the City to be complete and open for business or ready to open for business by the Scheduled Opening Date but the Monorail Station Platform and retail portions of the Improvements are not open for business by the Scheduled Opening Date, Associates shall under certain circumstances as set forth in and subject to the provisions of the Contract, reimburse the City for a portion of such overtime and premium costs.

Section 4. Payment for Construction; Cost Savings.

Associates shall bear the cost of the Associates' Work respecting the Monorail Station Platform (not including costs incurred by the City respecting the City Work), until such time as the total cost of such construction (excluding design and engineering cost) is equal to \$2,051,000. The City shall bear the balance of all such construction cost, if any, respecting the Monorail Station Platform in excess of \$2,051,000.

The City shall bear the entire cost of construction respecting the Monorail Station, all other aspects of the Monorail System and its improvements to the Monorail Station Platform.

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Associates shall advise the City in writing no later than April 1, 1987 as to the estimated cost for the Associates' Work, which estimate shall be based on an allocation of Associates' overall estimated construction costs or guaranteed maximum cost contract for the Improvements, allowances for additional work and contingencies. Associates shall provide the amount of the guaranteed maximum cost for the Associates' Work by June 1, 1987. Following execution of a contract covering Associates' Work (which may be included in Associates' contract for the Improvements), Associates shall not enter into change orders increasing either the estimated or guaranteed maximum cost of the Associates' Work by more than \$5,000, based on estimates provided by contractors and other parties performing work, unless the City consents to the same. During construction of the Monorail Station Platform, Associates shall pay for the cost thereof as invoiced, and on the Opening Date Associates shall advise the City of the estimated cost of construction with respect thereto. Within sixty (60) days following the Opening Date and completion of the Monorail System, Monorail Station and Monorail Station Platform, Associates shall certify to the City the actual cost respecting the Associates' Work and, within 30 days following such certification, the City shall advise Associates in writing whether it agrees that such cost, as certified, has been incurred in accordance with the Contract and this Agreement. If the City shall fail so to advise Associates of such agreement within such 30 day period, it shall be deemed conclusively that the City has agreed to the certification. Any bona fide dispute as to such certification shall be

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resolved by arbitration pursuant to Section 28 of this Agreement. Within 30 days following agreement as to such cost certification by Associates, (i) the City shall pay to Associates the entire amount by which such cost of Associates' Work, as certified and approved, exceeds \$2,051,000 or (ii) if such Associates' Work costs, as certified and approved, is less than \$2,051,000, Associates shall pay the City the entire difference between \$2,051,000 and the cost of such Associates' Work as certified and approved. Associates shall keep adequate books and records with respect to the cost of construction of the Monorail Station Platform and the City shall have the right to inspect such books and records at Associates' regular place of business, during Associates' regular business hours and upon reasonable prior notice to Associates, and provided that Associates shall not be required to maintain separate books and records regarding such costs.

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Section 5. Temporary Monorail Station. The City shall be responsible, at its sole cost, for the demolition of any existing Monorail System tracks, equipment and improvements, including, without limitation, all piers, columns and supporting elements appurtenant to those portions of the existing Monorail System. The City may elect to leave the footings of the old monorail station in place, in which event Associates shall remove such footings and include the cost thereof in the scope of Associates' Work. The City shall further be responsible, at its sole cost, for the construction and demolition of a temporary monorail

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station to serve the Monorail System during construction of the Monorail Station and Monorail Station Platform.

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Section 6. Quality of Construction; Mechanic's Liens. All construction respecting the Monorail System, Monorail Station and Monorail Station Platform shall be performed in a good and workmanlike manner, and Associates and the City will coordinate their construction respecting the Monorail Station and Monorail Station Platform so as to facilitate their respective construction activities. The City recognizes and agrees that Section 20.46 of the Seattle Municipal Code does not apply to construction of the Monorail Station Platform. However, Associates agrees to seek to involve minorities and women in its construction of the Monorail Station Platform, as part of the Improvements (but not as a separate construction item) in the manner set forth in Section 42B of the Contract. The City and Associates hereby give notice that neither party hereto shall be responsible or liable for the work performed pursuant to this Agreement by or for the other party or for any materials furnished to or for the other party, nor shall either party hereto be subject to a lien upon its property for the cost of any labor, services or materials provided to the other party in the performance of the other party's obligations, or the exercise of its rights, under this Agreement. If, in connection with any work done or claimed to have been done by or on behalf of a party hereto, or in connection with any material supplied to such party, any mechanic's, laborer's or materialman's lien shall be filed against the property of the other party, such party, at

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its cost and expense, within thirty (30) days after notice of the filing of such lien, shall, upon the demand of the party against whose property the lien was filed, either (a) cause the same to be discharged of record, or (b) cause the same to be insured over to the satisfaction of the party demanding such discharge; provided that, in the event of a bona fide dispute as to the propriety of the lien and if the property of the lien party is not threatened with foreclosure to satisfy the lien or otherwise jeopardized by the lien, the responsible party shall not be required to discharge or insure over the lien so long as it provides the lien party with a bond (naming the lien party as an obligee) in form and amount reasonably satisfactory to the lien party (provided that the amount of such bond shall be at least equal to 125% of the amount claimed under the lien) and issued by a surety licensed to do business in the State of Washington and reasonably satisfactory to the lien party and sufficient in all respects to protect the lien party's interest in its property affected by the lien, and shall also defend, at its sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of such lien, and shall pay any damages suffered or incurred therein by the lien party, and shall satisfy and discharge any judgments entered therein, and shall save the lien party harmless from any claims or damage therefrom.

Section 7. Alterations. Nothing contained in this Agreement, including, without limitation, the easements hereinafter granted, shall be construed to limit or restrict Associates'

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rights or ability to alter, modify, demolish, rebuild or reconstruct all or portions of the Improvements; provided and for so long as the same shall be consistent with the applicable provisions of this Agreement with respect to the Monorail Station Platform, access to the Monorail Station (following completion of such alteration, modification, demolition, rebuilding or reconstruction) pursuant to the easements hereinafter granted, and otherwise be in accordance with any applicable provisions of the Contract. In the event Associates undertake to alter, modify, demolish, rebuild or reconstruct all or portions of the Improvements, the following conditions shall apply:

(a) Associates shall not close at the same time both the Interior Accessway and Exterior Accessway, except as described in Section 9 hereof or unless both Accessways are damaged or destroyed.

(b) If either Accessway is to be closed for seven (7) days or less, (i) Associates shall notify the City in writing at least thirty (30) days in advance; (ii) the City shall have the right to reasonably disapprove the scheduled closure dates by a demonstration of a significant scheduling conflict and written notice of such disapproval shall be delivered to Associates within five (5) days of the receipt of the Associates' notice; (iii) in the event of such disapproval, the City shall provide Associates with alternate closure dates, which dates shall be within thirty (30) days of the scheduled closure dates; and (iv) Associates

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shall pay for and place signage at both terminals of the Monorail System notifying the ridership about the Accessway closure.

(c) If either Accessway is to be closed for more than seven (7) days, (i) Associates shall notify the City in writing at least ninety (90) days in advance; (ii) the City shall have the right to reasonably disapprove the scheduled closure dates by a demonstration of a significant scheduling conflict and written notice of such disapproval shall be delivered to Associates within five (5) days of the receipt of the Associates' notice; (iii) Associates shall pay for and place signage at both terminals of the Monorail System notifying the ridership about the Accessway closure; and (iv) Associates shall compensate the City for any loss of income due to any ridership loss as a result of such Accessway closure, unless such closure is due to damage or destruction to the Accessway. Loss of income for this purpose shall be determined by multiplying the average number of riders from the prior three years during the same period of time as the closure by the current average ticket rate. The City shall send Associates an invoice for the loss of income so calculated within thirty (30) days of re-opening the Accessway and Associates shall tender payment within thirty (30) days of receiving the invoice.

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Section B. Easements and Ramp Modifications.

(a) For the purpose of this Section the following will apply:

(i) A party granting an easement is called a "Grantor".

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(ii) A party to whom an easement is granted is called a "Grantee".

(iii) The word "in" with respect to an easement granted "in" a particular parcel or property means, as the context may require, "in", "to", "on", "over", "through", "upon", "across" and "under", or any one or more of the foregoing.

(iv) The grant of an easement by a Grantor shall bind and burden its property to the extent of its interest therein, which for purposes of the granting of any easement under this Agreement shall be deemed to be the servient estate, and any such grant shall survive the total or partial destruction of the subject matter of the easement and extend for such period as is hereinafter provided and shall run with the land.

(v) The grant of an easement to a Grantee shall benefit the Grantee and its property (including, but not limited to, any leasehold, fee or real property interest of a Grantee), which property shall, for the purpose of this Agreement, be deemed to be a dominant estate without payment of any fee or other charge therefor.

(vi) Unless provided otherwise, all easements granted hereunder are irrevocable and non-exclusive and may be used in common by the Associates and the City and their successors and assigns, and by the tenants, subtenants, concessionaires, invitees and licensees of Associates, and by

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the City's invitees, employees, and contractors retained to repair the Monorail System, Monorail Station Platform and Exterior Accessway, and passengers utilizing the Monorail System.

(vii) All easements granted hereunder shall exist by virtue of this Agreement and the Exhibits hereto, without the necessity of confirmation by any other document and shall be binding upon each Grantor, its successors and assigns, for the benefit of each Grantee, its successors and assigns. Upon the termination or release of any easement (in whole or in part) in respect of all or any part of the property burdened thereby, the same shall be deemed to have been terminated or released without the necessity of confirmation by any other document. However, upon the request of any Grantor or Grantee, each other Grantor and Grantee will execute and acknowledge an appropriate document memorializing the existence (including the location and any conditions) or the termination or release (in whole or in part), as the case may be, of any easement.

(b) Associates, as Grantor, hereby grants to the City, as Grantee, for the benefit of the Monorail Station, an easement in the Monorail Station Platform and those portions of the improvements shown on Exhibit D as the Interior Accessway and Exterior Accessway (as the same may be actually constructed pursuant to this Agreement and the Contract) (collectively "Accessways") for the purpose of pedestrian access between the

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Improvements and Monorail Station, in accordance with the purpose for which such Accessways are designed and subject to the provisions of Section 9 below. In addition, the City shall have the right of access to the vault and electrical switches through the Improvements relating to the operation of the Monorail System, Monorail Station Platform and Exterior Accessway.

(c) The City shall not modify, redesign or replace the Monorail Station Platform ramps or install any other system of pedestrian access between the Improvements and the Monorail Station without the written consent of Associates.

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Section 9. Restrictions Respecting Easement Areas. The areas burdened by the easements granted pursuant to Section 8 above are hereinafter referred to as the "Easement Areas". Each of the parties hereto will take such action as may be reasonable under the circumstances to regulate the Easement Areas in accordance with those uses and purposes for which the Easement Areas are intended, and neither of the parties shall authorize the use of the same by anyone other than those persons to whom the easements are granted under Section 8. Notwithstanding the foregoing, nothing herein shall be construed to provide less rights of use than those which now or in the future shall be required under local, state and federal law.

(a) Unless required by law, no person shall be permitted to do any of the following in or about any part of the Easement Areas without the consent of both of the parties:

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(i) (A) With respect to the Accessways, parade, rally, patrol, picket, demonstrate or engage in any conduct that might tend to interfere with or impede the use of the Accessways or Monorail Station Platform by persons entitled to use the same, create a disturbance, attract attention or harass, disparage or be detrimental to the interests of any of the retail or business establishments within the Improvements; and (B) with respect to the Monorail Station Platform, parade, rally, patrol, picket, demonstrate or engage in any conduct that would tend to obstruct, hinder or impede the egress or ingress to the Monorail System or Accessway; or

(ii) Deface, damage or demolish any sign, light standard or fixtures, or other improvement on or within the Improvements or Monorail Station; or

(iii) Throw, discard or deposit any paper, glass or extraneous matter of any kind, except in designated receptacles, or create litter or hazards of any kind; or

(iv) Use any sound making device of any kind; provided, that with respect to paragraphs (i) through (iv) above, neither of the parties hereto shall be deemed to be in default hereunder so long as such party uses reasonable effort to halt or prevent any such act or acts from taking place on property under its control. To the extent permitted by law, each of the parties shall have the right to deny access to or exclude from the Easement Areas any person engaged in the commission of any such act or

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acts or to restrain any such person from coming upon the Easement Areas. In so acting, such party shall not be deemed to be the agent of any other party, unless expressly authorized or directed in writing to do so by such other party.

(b) In addition to the foregoing restrictions, the parties' use of the Easement Areas shall be subject to and in accordance with the following:

(i) The City covenants and agrees that the Monorail System shall be in operation and open to public ridership and shall keep the Monorail Station open for pedestrian access between the Westlake Project and the Monorail Station during the hours that the retail portions of the Westlake Project are open, or from 10:00 a.m. to 9:00 p.m. Monday through Saturday and 12:00 noon to 5:00 p.m. on Sunday, whichever is shorter.

(ii) The Monorail Station Platform and Exterior Accessway shall be open for pedestrian access one-half hour before and one-half hour after the regular operating hours of the Monorail System. Regular operating hours shall be provided in writing to the manager designated by Associates, but shall not exceed the time period from 6:00 a.m. to 1:00 a.m. each day. The initial regular operating hours are described in Exhibit E. Written notice of any change to the regular operating hours shall be delivered to the Associates' manager not less than thirty (30) days in advance of the effective date of any such change. Any change in the regular

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operating hours whereby the Monorail System would commence operations earlier than 6:00 a.m. or terminate operations later than 1:00 a.m. shall be subject to approval by Associates which shall not be unreasonably withheld. If the Monorail System is operating beyond its regular operating hours as a result of special events or circumstances, the Exterior Accessway shall be open one-half hour before and one-half hour after such extended hours, provided that the City shall give Associates 24-hour advance written notice of such extended hours. Any day in which the Monorail System is not in operation, Associates may close the Monorail Station Platform and Exterior Accessway to pedestrian access, but not for access by the City or its agents at any time.

(iii) ~~Associates shall keep open the Interior Accessway and Queuing Area whenever the retail portions of the Westlake Project are open for business or at least from 10:00 a.m. to 7:00 p.m. Monday through Saturday and from 12:00 noon to 5:00 p.m. on Sunday. At all other times, Associates shall have the right to close access to the Interior Accessway and Queuing Area.~~ If the Monorail System is in operation as a result of special events or circumstances beyond the regular operating hours, Associates shall keep open the Interior Accessway and Queuing Area upon written notice from the City ~~not less than 24 hours~~ in advance. In such event, the City shall pay Associates an hourly fee of \$50.00 per hour for each hour of extended

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operation by the City. Such fee shall be increased annually pursuant to an adjustment based on the Consumer Price Index, which adjustment is more fully described in Exhibit F. In addition, such fee may be increased by Associates, with the approval of the City, which approval shall not be unreasonably withheld, due to extra security costs as may be required by experience and over time. ~~If the Interior Accessway and Queueing Area is open for such special events or circumstances, Associates may restrict access over any other portions of the Westlake Project.~~

(iv) In addition to and notwithstanding the foregoing, emergency access through the Easement Area shall be available on a 24-hour basis.

(v) Associates shall be entitled to install doors, security grilles and fire doors and/or fire protection devices on the Easement Areas in order to secure its property at times during which the Easement Areas are not open for pedestrian access and to protect its property against damage by fire.

(vi) In addition and notwithstanding anything contained in this Agreement to the contrary, Associates may temporarily deny access to and upon the Easement Area to the extent reasonably necessary for security purposes, fire or other emergencies.

(vii) The City shall be entitled to access to the Monorail Station Platform for construction and testing

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purposes at least five (5) months prior to the Scheduled Opening Date, provided Associates shall have completed its work respecting the Monorail Station Platform sufficient to allow such access safely and conveniently (and Associates shall use its reasonable efforts so to complete its work at least five (5) months prior to the Scheduled Opening Date). Associates shall give the City written notice at least sixty (60) days in advance of the commencement date of such five-month period. In the event Associates are unable to provide access on the designated commencement date, ~~the time during such five-month period in which the City is to complete its~~ obligations shall be extended for the same time period as the ~~delay in providing access.~~ During the construction of the Monorail Station and Monorail Station Platform, Associates shall, with assistance from the City, apply in a timely fashion for street use or other applicable permits in order to obtain temporary access to the sidewalk and street below the Monorail Station for the purpose of constructing piers, columns, vaults and other improvements in connection with the completion of the Monorail Station or Monorail Station Platform. Associates' application for such permits shall be considered and decided upon expeditiously by the City's Board of Public Works ("Board"), although nothing provided herein shall be construed to obligate the Board to issue such permits. If the Board does not issue such permits in a timely manner, Associates shall have the right to remove the

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work requiring such access from the scope of Associates' Work. Otherwise, neither party shall be entitled to access over those portions of the Easement Areas located on or above the property of the other until such time as work respecting the Easement Areas (including, in any event, the Monorail Station and Monorail Station Platform) shall have been completed pursuant to this Agreement and the retail portions of the Westlake Project are first open for business.

(viii) Associates shall not place any furniture, equipment or fixtures within or upon the Monorail Station Platform except as shown on the plans and specifications approved hereunder, or as provided under the Contract, or otherwise without the consent of the City. Associates shall have the right to merchandise the Monorail Station Platform and to grant concessions thereon; provided, however, that Associates shall remove such concessions upon the City's request pursuant to the same conditions described in Section 9(b)(ix). The City shall have the right to approve the location of any concessions by Associates on the Monorail Station Platform to the extent that the location of such concessions may adversely affect the use of the Platform as a public transportation terminal. The City shall have no right to grant any concessions on the Monorail Station Platform.

(ix) Associates will not place any ~~permanent~~ furniture, fixtures or equipment within that portion of the Accessways designated on Exhibit D as "Queueing Area"

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consisting of approximately 1,700 square feet, except to the extent shown on such plans and specifications or as otherwise agreed by the City. Associates may merchandise the Queuing Area pursuant to movable kiosks, pushcarts, displays and other movable merchandising fixtures and means, which shall ~~not take more than 500 square feet of space in the Queuing Area, and Associates may install movable furniture, seating, fixtures and equipment within the Queuing Area, all without the consent of the City; provided, however, that upon not less than twenty-four (24) hours written notice from the City (which notice shall state that the City reasonably expects that the Queuing Area must be cleared in order to accommodate an anticipated high ridership volume and state the duration of time during which the City requires that the Queuing Area be cleared).~~ ~~Associates shall remove such~~

~~movable furniture, equipment and the like from the Queuing Area for so long as the same shall be necessary to accommo-~~

~~date the City's request.~~ At the end of the fifth (5th) year following the Opening Date, the City and Associates shall endeavor in good faith to agree as to whether the Queuing Area has been reasonably necessary for the efficient and orderly use of the Monorail Station. If the Queuing Area has not been so necessary on a consistent basis, the parties shall either remove the Queuing Area from the Easement Area or modify and/or reduce the size of the Queuing Area to accommodate the reasonably necessary needs of the Monorail

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Station (but the Queuing Area shall in no event be relocated or expanded without the consent of Associates, in its sole and absolute discretion), and the parties shall execute such release of easement or other document or instrument reasonably requested by either party to effectuate the same. Any bona fide dispute respecting whether the Queuing Area is reasonably necessary, on a consistent basis, for the efficient and orderly use of the Monorail Station shall be determined at the sole and absolute discretion of the City; provided that the City shall reasonably demonstrate to Associates the reasonable necessity of the Queuing Area.

(x) Provided that the Interior Accessway to the Monorail Station Platform shall include the main vertical accessway through the retail portions of the Westlake Project, Associates may, from time to time, reconfigure and/or relocate those portions of the Accessways (but not the Monorail Station Platform), in which event the easements created under this Agreement in and over the Accessways shall apply to and encumber the same, as reconfigured and/or relocated, but shall not apply to any portion of the improvements no longer used as Accessways, and provided that Associates shall not reconfigure or relocate the Exterior Accessway or Queuing Area without the prior written consent of the City (which consent shall not be unreasonably withheld).

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(xi) Associates reserve the right to close off those portions of the Easement Areas for the installation of utilities or improvements or for the repair or restoration of its property; provided, however, that before closing off any part of the Easement Areas as provided above, Associates shall give written notice to the City, pursuant to Section 7, of its intention to do so and shall coordinate its closing with the activities of the City so as to minimize interference with the operation of the Monorail System.

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Section 10. Associates' Use and Operating Covenant. Commencing on the date on which the retail portions of the Westlake Project are first open for business and continuing for so much of the Term of this Agreement as the City shall be complying with its obligations hereunder, and subject to discontinuances of use due to damage or destruction of all or portions of the Westlake Project or condemnation, and provided compliance is not rendered impossible by unavoidable delay, by action or inaction of the City or by persons or events over which Associates has no control, Associates shall keep the Interior Accessway in good, clean operating condition and repair, generally in accordance with the maintenance standards attached hereto as Exhibit G, and shall at its cost and expense make all needed repairs thereto and shall restore the same and all systems, facilities or equipment therein as often as the same shall be worn out, damaged or obsolete. Any dispute as to compliance with the provisions of this Section 10

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shall be resolved by arbitration in accordance with the provisions of Section 28.

Section 11. Use and Operating Covenant of the City.

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(a) Commencing on the date on which the retail portions of the Westlake Project are first open for business and continuing for so much of the Term of this Agreement as Associates shall be complying with its obligations hereunder, and subject to discontinuances of use due to damage or destruction of all or portions of the improvements of the City respecting the Monorail System (including, without limitation, the Monorail Station) or condemnation, and provided compliance is not rendered impossible by unavoidable delay by action or inaction of Associates or by persons or events over which it has no control, ~~the City shall~~ continuously manage and operate the Monorail System (including, without limitation, the Monorail Station and all fixtures, equipment and/or systems installed by the City upon or within the Monorail Station Platform, Accessways and/or Improvements) as a first-class, clean, safe and efficient public transportation system with appurtenant systems and facilities. Without limiting the generality of the foregoing, commencing on the date on which the retail portions of the Westlake Project are first open for business, and continuing during the Term of this Agreement, subject to the provisions set forth above, ~~the City shall keep the Monorail System, the Monorail Station, and all such fixtures, equipment and/or systems installed by the City upon or within the Monorail Station Platform, Accessways and/or Improvements in good~~

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clean operating condition and repair, and shall at its cost and expense make all needed repairs thereto and shall restore the same and all systems, facilities or equipment therein as often as the same shall be worn out, damaged or obsolete.

(b) The City shall, at its sole cost, be responsible for all operation, cleaning, repair and maintenance of equipment and/or systems installed by the City, within or upon the Monorail Station Platform, Accessways, Ramps or Improvements.

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(c) The City covenants and agrees to manage and operate the Monorail System with the Monorail Station in accordance with this Section 11 hereof for not less than twenty (20) years after the Opening Date. Notwithstanding any other provision herein to the contrary, if the City defaults under this covenant, the damages to be paid to Associates shall be determined in accordance with Section 18(b). The City may sell, transfer, or convey any of its rights, title or interests in and to the Monorail System (including its current management rights) to any governmental entity without the Associates' consent, but shall not sell, transfer or convey any of its rights, title or interests in and to the Monorail System (including its current management rights) to any non-governmental entity without the written consent of Associates, which shall not be unreasonably withheld.

(d) The City shall not extend, expand or substantially alter the Monorail System in any manner which would increase on a consistent basis above the peak base ridership volume passenger use of the Monorail Platform and/or Accessways without the prior

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written consent of Associates. For purposes of this provision, the peak base ridership volume is 6,000 passengers per hour. Any dispute as to compliance with the provisions of this Section 11 shall be resolved by arbitration in accordance with the provisions of Section 28.

Section 12. Maintenance, Security and Utilities.

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(a) The City shall be responsible at all times for providing security services to and securing the Monorail Station Platform, Ramps and Exterior Accessway. Associates shall be responsible at all times for providing security services to and securing the Interior Accessway. Associates shall have the right to protest the insufficiency of security for the Platform and Exterior Accessways and the City shall have the same right with respect to the Interior Accessway. Upon the occurrence of such protest, the City or Associates, in cooperation with the other party, shall promptly and reasonably endeavor to develop and implement a revised schedule and standard of security services as may be reasonably necessary under the circumstances.

(b) The City shall be responsible before and after the regular operating hours of the retail portions of the Westlake Project for providing overnight and routine cleaning and maintenance services and all other maintenance services not otherwise the responsibility of Associates for the Monorail Station Platform, Ramps and Exterior Accessway. Such routine cleaning and maintenance services shall be in accordance with the schedule and standards for such services described in Exhibit H. The regular

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operating hours of the retail portion of the Westlake Project for the purposes of this Section shall be at a minimum 10:00 a.m. to 7:00 p.m. Monday through Saturday, and 12:00 noon to 5:00 p.m. on Sunday. During the regular operating hours of the retail portions of the Westlake Project, Associates shall be responsible for providing routine spot cleaning and maintenance services for the Monorail Station Platform and Exterior Accessway in accordance with the schedule and standards for such services described in Exhibit I. If either party fails to provide their respective required cleaning and maintenance services described in this Section for the Monorail Station Platform and Exterior Accessway, the other party shall so notify the responsible party for such failure. If after 24 hours, the responsible party has not corrected the default, the other party may provide such required maintenance services at the expense of the defaulting responsible party until such time as the responsible party provides the required level of service. Any dispute arising in connection with this Section 12 shall be resolved by arbitration in accordance with the provisions of Section 28.

(c) The City shall be responsible for all capital improvements, replacements and major maintenance on the Monorail Station Platform, Ramps and Exterior Accessway. Prior to the commencement of any such capital improvement, replacement or maintenance, the City shall first obtain the written approval of Associates, which shall not be unreasonably withheld. All replacements of such capital improvements, equipment or fixtures

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shall be, at least, of equivalent quality as the original. The City shall maintain the Monorail Station Platform and Exterior Accessway, including without limitation, any mechanical systems thereon, in a first-class and sound operating condition, except the routine repair and maintenance of the elevator in the Exterior Accessway. The City shall provide Associates in advance with a copy of the annual capital budget which covers the Monorail System and Monorail Station. Any dispute under this Section shall be resolved by arbitration as provided in Section 28.

(d) The City shall pay all utility charges in connection with the Monorail Station Platform, Ramps and Exterior Accessway. Associates shall pay all utility charges in connection with the Interior Accessway.

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Section 13. Payment. In order to reimburse in part Associates' costs in providing cleaning and maintenance services, in keeping open the Interior Accessway and in providing other non-routine services more fully described in Exhibit I, for the Monorail Station Platform and Exterior Accessway, the City shall pay Associates \$2,583.33 per month. Such amount shall be increased annually pursuant to an adjustment based on the Consumer Price Index, which adjustment is more fully described in Exhibit F. Such amount may, also, be increased, with the approval of the City, in accordance with insurance premium increases directly related to claims experience on the Monorail Station Platform, Ramps and Exterior Accessway.

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Section 14. Liability Insurance.

(a) Upon the execution of this Agreement, Associates shall obtain and file with the City evidence of its policy of comprehensive general liability insurance. Such policy shall specifically name the City as an additional insured thereunder. This insurance shall be maintained by Associates during the term of this Agreement.

(b) The City is not insured by any independent insurance carrier and is self-insured at this time. Should the City, at its sole discretion, obtain any applicable independent insurance coverage on the Monorail Station and Platform, then the City agrees that it shall notify Associates immediately in writing and shall specifically name Associates as an additional insured thereunder. The parties recognize that under current law, including Article VIII, Section 6 of the Constitution of the State of Washington and RCW 39.36.020, 6.04.140 and 6.04.150, there is a limit upon the amount of public indebtedness which may be incurred by the City, upon which Associates have relied, as a material part of this Agreement, and agreed to the City's self-insurance as it impacts the Monorail Station and Platform. Should there be a material change to the current law in this respect during the period of time in which the City remains self-insured, then upon reasonable notice from either party, the parties shall endeavor in good faith to renegotiate this section of the Agreement.

Section 15. General Contractor's Insurance. Each party shall require that their respective general contractors,

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performing any of the construction work contemplated under this Agreement, name Associates and the City as additional insureds on the general contractors' policies of comprehensive general liability insurance. Each general contractor shall, at its own expense, obtain and shall file with Associates and the City appropriate evidence in the form of a Certificate of Insurance of a policy of comprehensive general liability insurance (including contractual and automobile coverages). Such Certificates are subject to approval by Associates and the City as to insurer, form and coverage. Such policies shall provide minimum limits of \$1,000,000 combined single limit per occurrence and annual aggregate with no deductible amounts. Associates and the City shall be given thirty (30) days prior written notice of any material change, cancellation, expiration or non-renewal of each such policy.

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Section 16. Indemnity. To the extent permitted by law, the City shall indemnify, save harmless, and defend Associates from all claims and liability due either to the negligent acts, errors or omissions of the City, its agents and employees, or from anyone arising on or within the area of the Monorail System, Monorail Station Platform, Ramps or Exterior Accessway, except to the extent such claims and liability relate to cleaning and maintenance services provided by Associates pursuant to Section 12 in such areas. In the same manner, Associates shall indemnify, save harmless and defend the City from all claims and liability due either to the negligent acts, errors or omissions of Associates,

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its tenants, subtenants, agents and employees, or from anyone arising on or within the Interior Accessway. Each party shall be responsible proportionately for their own negligent acts, errors or omissions and claims and liability arising therefrom as governed by the laws of the State of Washington. Each party shall bear its own defense costs, including attorneys' fees, statutory and other costs for defending a claim.

Section 17. Damage and Destruction. In the event of the destruction of or damage to any portion of the property of either party hereto located upon or adjacent to Block 1 (the Improvements in the case of Associates and the Monorail Station in the case of the City), and if such party elects to rebuild, restore or repair the same (it being understood that, pursuant to the Contract Associates may be obligated to rebuild the Improvements or portions thereof), such party shall promptly rebuild, restore and repair the same, or cause such rebuilding, restoration and repair, in a good and workmanlike manner. Any such rebuilding, restoration and repair shall include:

(a) In the case of damage to or destruction of any portion of the property of Associates, and at the option of the City, the rebuilding, restoration and repair (as necessary) of the Monorail Station Platform and such portions of the Easement Areas as are located upon or above the Westlake Property to as good a condition, to the same general appearance, and on the same level or levels as existed prior to such damage or destruction; and

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(b) In the case of damage to or destruction of the Monorail System, and at the option of Associates, the rebuilding, restoration and repair (as necessary) of the Monorail System and Monorail Station to the same general quality, performance and operation standards, and appearance and in the same level or levels as existed prior to such damage or destruction.

Section 18. Election Not to Rebuild.

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(a) Following completion of construction of the Westlake Project and continuing until the Termination Date, provided the Monorail System and Monorail Station are in operation in accordance with this Agreement and the City is otherwise in compliance with its obligations hereunder, and subject to the rights, if any, of the City under the Contract, any Mortgagees or other third parties, Associates may, at its sole option, within a reasonable period of time, elect not to rebuild or restore the Improvements (including, but not limited to the Monorail Station Platform), in which event the following shall occur:

(1) Associates shall grant the City the right to build, at the City's sole expense, a temporary monorail station platform with an accessway to the sidewalk on Associates' property in substantially the same space occupied by the Monorail Station Platform and Exterior Accessway. The City shall promptly remove, at the City's sole expense, such temporary platform and accessway upon the request of Associates when Associates commence construction on the Property.

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(ii) The access easement granted to the City in Section 8 shall continue in accordance with this Agreement.

(iii) Associates and the City shall negotiate in good faith the terms of a new operating agreement for the Monorail System, if Associates elect to re-develop the Property.

(iv) The City shall waive all damages and claims against Associates in connection with any interruption of Monorail System service.

(v) Associates shall clear away any ruins resulting from damage or destruction.

(b) Following completion of construction of the Westlake Project and continuing until the termination date, provided the Westlake Project is in operation in accordance with this Agreement and Associates are otherwise in compliance with its obligations hereunder, the City may, at its sole discretion, within a reasonable period of time, elect not to rebuild or restore the Monorail Station or System, in which event the City shall undertake the following:

(i) During the initial twenty (20) years of this Agreement, the City shall pay Associates an amount equal to \$2,001,000 less \$102,550 for every year after the first year of this Agreement until the year the Monorail System suffers such damage or destruction.

(ii) The City shall remove all fixtures, systems and equipment relating to the operation of the Monorail System, Monorail Station, Ramps, and Monorail Station Platform from the

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Monorail Station Platform, Exterior Accessway and Interior Accessway.

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(c) If any portion of the Improvements, including the Easement Areas, and the Monorail System or Station are damaged or destroyed at the same time, either party may elect not to rebuild or restore, respectively, the Improvements or the Monorail System or Station. Each party shall waive any damages or claims against the other party in connection with the damage or destruction, at the same time, of the Improvements and Monorail System or Station. If the City elects to rebuild or restore the Monorail Station and Associates does not elect to rebuild or restore the Improvements, then Associates shall perform the undertakings described in Section 18(a). If the Associates elect to rebuild or restore the Improvements and the City does not elect to rebuild or restore the Monorail Station, then the City shall perform the undertakings described in Section 18(b).

Section 19. Mortgages. At any time and from time to time during the Term of this Agreement, Associates may assign or encumber its interest in this Agreement by way of a Mortgage or Mortgages containing such terms and provisions as Associates shall, in its sole discretion, deem fit and proper (but subject to the provisions, as applicable, of the Contract), and no Mortgagee of Associates shall be bound by the provisions of this Agreement as a result of any such Mortgage. Notwithstanding the foregoing, following completion of construction of the Improvements should any such Mortgagee of Associates otherwise succeed to the interest

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of Associates in this Agreement pursuant to foreclosure, assignment or deed in lieu of foreclosure, such Mortgagee, and any party who acquires Associates' interest in this Agreement through such Mortgagee shall be bound by the provisions of this Agreement; provided, however, that a Mortgagee of Associates which succeeds to the interest of Associates in this Agreement and the Improvements pursuant to foreclosure, assignment or deed in lieu of foreclosure prior to completion of the Improvements shall only be required to complete construction of the Improvements (including, without limitation, the Monorail Station Platform and Easement Areas located on the Westlake Property) to the extent required under the Contract.

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As used herein the term "Mortgage" means any one or more mortgages, deeds of trust, deeds to secure debt, loan deeds, trust indentures, owner's interest in a sale-leaseback, lessor's interest in a lease-sublease back, security agreements or any similar security or title retention device, including without limitation any leasehold mortgage, which shall, from time to time, create a lien upon the estate of any Associates in property and which shall be security for one or more notes, bonds or other evidences of indebtedness issued by Associates. The term "Mortgagee" means the holder of a Mortgage or the lender in whose favor the Mortgage was created, together with its successor, assignee or designee selected by the Mortgagee to take title to the property encumbered by the Mortgage upon foreclosure or assignment or deed in lieu of foreclosure.

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Section 20. Release Upon Transfer. If at any time, either party shall sell, assign, transfer or convey the entirety of its interest in the property which is the subject of this Agreement, other than by the execution of a Mortgage, such party shall be relieved of all further liability hereunder accruing from and after the date of transfer. Such party shall, however, as a condition of such transfer, cause the transferee expressly to assume and be bound by all the terms, covenants and conditions in this Agreement contained and to be performed on the part of the transferring party.

Section 21. Rights of Self-Help.

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(a) If any party (the "Defaulting Party") fails to perform any of the provisions, covenants or conditions of this Agreement on its part to be performed (including, without limitation, the making of any payment which the Defaulting Party has agreed herein to make) at the time and in the manner herein provided for the performance thereof, or if any provision, covenant or condition in this Agreement requires the diligent pursuit of a conduct or a course of work and if the Defaulting Party shall fail to pursue it diligently, then, in addition to any other remedies at law or in equity or as otherwise provided in this Agreement, the other Party (the "Non-Defaulting Party") may, upon 24 hour notice with respect to physical security devices on the Monorail Station Platform or Exterior Accessway or securing the access between the Monorail Station Platform and the Interior Accessway, or to cleaning and maintenance services described in

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Section 12, or upon reasonable notice not to exceed sixty (60) days with respect to matters involving a material visual impact on equipment, fixtures or other improvements installed by Associates on the Monorail Station Platform or Exterior Accessway, or involving public safety or unsafe conditions, or upon such other notice as may be specifically provided herein, cure or prosecute the curing of such default and all reasonable expense incurred in connection therewith, including legal fees, together with interest thereon at the Default Rate shall promptly be paid by the Defaulting Party to the Non-Defaulting Party effecting such cure. Neither party shall have the right to enter upon the property of the other party, except the Easement Areas, or to operate or cause the operation of the property of such other party in order to undertake any such cure.

(b) In addition, with respect to the events described herein, Associates may deny access to the property of Associates, including the Easement Areas, after Associates have notified the City in writing not less than thirty (30) days in advance. Such denial of access shall continue during the period of any default by the City in its obligations hereunder until such time as the default is cured (including such time as any amounts owed to Associates by the City shall have been paid in full, with interest thereon at the Default Rate from the time the amounts became due) and shall only occur upon the happening of the following events:

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(i) Failure by the City to satisfy promptly any judgment rendered against the City or against Associates, if Associates is protected by the City's indemnity in Section 16;

(ii) Failure by the City to comply promptly with any arbitral award or decision rendered pursuant to Section 23; or

(iii) Failure by the City to pay promptly the obligations described in Section 13 and 9(b)(iii), in which event, the denial of access is limited to the Interior Accessway.

(c) The term "Default Rate" means the annual rate of interest equal to the lesser of (i) the rate of interest announced from time to time by The Chase Manhattan Bank (National Association) (or some other bank agreed upon by the Parties) for short-term loans to large businesses having the highest credit standing or (ii) the highest rate of interest allowed by law.

Section 22. Duration of Rights. The rights given by either party to the other to act as a Non-Defaulting Party under Section 21 shall endure until the Termination Date, provided that if and to the extent that any right or obligation of any party under this Agreement endures beyond such Termination Date, the rights provided in this Agreement shall likewise endure. Nothing in this Agreement shall act to terminate or limit any right of any Party to receive payment of any amount accrued at or before the Termination Date until it has been paid in full.

Section 23. No Termination and Re-negotiation Rights.

(a) The parties expressly agree that any provision of law or equity to the contrary notwithstanding, in the event of any

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default hereunder, such default shall not give rise to a right to terminate this Agreement, and the parties expressly understand and agree that this Agreement shall continue in effect through its Term, notwithstanding any default by any party.

(b) On the twentieth (20th) and fortieth (40th) anniversary of the date of this Agreement, either party may request the other party to re-negotiate the financial terms of this Agreement in order to reflect any changed circumstances. Each party shall negotiate in good faith and shall reasonably take into account any changed circumstances.

Section 24. Remedies Not Exclusive. The remedies provided for in this Agreement are not the sole remedies of a party and shall not be construed to be, by way of limitation, the only remedies available to the parties, but in addition either party shall be entitled to all remedies available in law or equity for breach by the other party.

Section 25. Rights of Mortgagees. The City agrees to accept performance and compliance by any Associates' Mortgagee of and with any term, covenant, agreement, provision or limitation on the part of Associates to be kept, observed or performed by the Associates under this Agreement. Without limiting the generality of the foregoing, in the event Associates shall be a Defaulting Party under this Agreement, the City shall not exercise its rights or remedies provided in Section 21 unless it shall first give to each of the Associates' Mortgagees whose name and address shall have been provided to the City pursuant to Section 29 notice of

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the event or events giving rise to Associates' default hereunder and stating the City's intention to exercise its remedies hereunder on a date specified in such notice. Notwithstanding such notice, the City shall not exercise its remedies hereunder if (i) such default by the Associates can be cured by the payment of a fixed monetary amount and within thirty (30) days after the date on which such notice is given, such Mortgagee shall make such payment or (ii) such default can be cured with the exercise of reasonable diligence by such Mortgagee, and such Mortgagee, within sixty (60) days after the date such notice is given, commences such proceedings (including, without limitation, the filing of a petition for the appointment of a receiver) as it may deem necessary to succeed to Associates' interest under this Agreement and thereafter diligently pursues the curing of such default. Upon request, the City will enter into an agreement with any Mortgagee of Associates granting to the Mortgagee the rights set forth in this Section 25. This Agreement shall not be modified, amended, surrendered, cancelled or wholly terminated by Associates, nor shall any waiver of Associates' rights hereunder be effective, without the written consent of such Associates' Mortgagees whose name and address shall have been furnished to the City pursuant to Section 29.

Section 26. Termination Date.

(a) This Agreement shall remain in full force and effect and binding upon each party hereto and its property to the extent herein provided until the occurrence of the Termination

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Date. On the date of the first to occur of the following events (the "Termination Date"), this Agreement shall terminate in its entirety:

(i) The fiftieth (50th) anniversary of the date of this Agreement, except as provided in Section 26(c);

(ii) Upon the condemnation of all or substantially all of the Improvements (provided that such termination shall not be effective until such time as title to the condemned property vests in the condemning authority and the City (if not the condemning authority) shall be entitled to claim compensation from the condemning authority on account of its lost easements or easement rights hereunder) or the destruction of all or substantially all of the Improvements not followed by commencement of restoration within one (1) year;

(iii) Upon the unanimous consent of the City, Associates and Associates' Mortgagees;

(iv) At the option of Associates and following sixty (60) days written notice to the City, at such time as the operation of the Monorail System shall be discontinued for reasons other than those necessary for the repair and maintenance of the Monorail System for a continuous period in excess of sixty (60) days or for any non-consecutive sixty (60) days total in any calendar year.

(v) At the option of the City and following sixty (60) days written notice to the Associates, at such time as operation of the retail portions of the Westlake Project shall be

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discontinued, for reasons other than those necessary for the repair, maintenance or renovation of the Improvements, for a continuous period in excess of twenty-four (24) months.

(b) On the Termination Date each party shall be released from each covenant, provision and condition to be performed by it under this Agreement (including, without limitation, those respecting easements), which is not by its terms, to extend beyond or survive the Termination Date (except that the parties shall not be released from any liability incurred prior to the Termination Date). Upon the request of a party, both parties shall sign and exchange an instrument in recordable form evidencing the termination of this Agreement.

(c) Provided the Monorail System and Monorail Station are in operation in accordance with this Agreement and the City is otherwise in compliance with its obligations hereunder, on the fiftieth (50th) anniversary of the date of this Agreement, either party may request the other party to re-negotiate the terms of this Agreement. Each party shall negotiate in good faith. If the parties are unable to reach agreement on the new terms of the Agreement within two (2) years of the fiftieth (50th) anniversary date, such disputed terms shall be submitted to arbitration as provided in Section 28. In any event, the City shall retain, at its sole and absolute discretion, the right to an access easement on the Property to operate the Monorail Station; provided that, any calculation of any arbitral award or decision shall disregard the City's right to retain such an access easement. During the

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time the parties continue to negotiate in good faith or the arbitration process is in operation, the terms of this Agreement as of the fiftieth (50th) anniversary date shall continue with full force and effect.

Section 27. Compliance with Laws. At all times during the Term, the parties shall comply with all laws then in effect respecting the performance of their respective obligations and the exercise of the respective rights hereunder.

Section 28. Arbitration.

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(a) If a dispute shall arise between the parties, and if, pursuant to any express provision of this Agreement, such dispute is to be resolved by arbitration, then any such dispute shall be resolved by arbitration. Except to the extent expressly provided otherwise herein, any such arbitration shall be in accordance with the commercial arbitration rules of the American Arbitration Association then obtaining and shall commence within thirty days of the date arbitration was invoked.

(b) The arbitrators shall be sworn faithfully and fairly to determine the question(s) at issue, and shall afford each party a hearing and the right to submit evidence, with the privilege of cross-examination on the question(s) at issue, and shall, with all possible speed, make their determination in writing, and shall give the parties notice of such determination. Any Mortgagee of Associates shall be entitled to participate fully in such hearing. All fees and costs of any such arbitration shall be paid as provided in the commercial arbitration rules of the

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American Arbitration Association or as determined by the arbitrators. Each arbitrator shall be independent of any affiliation or interest with either of the parties and shall be experienced in the development and operation of high quality, mixed-use real estate projects and public transportation systems. In any proceeding conducted pursuant to this Section, the award of the arbitrators shall be final and binding and enforceable in any court of competent jurisdiction.

(c) Except the arbitration described in Section 26(c), if either party reasonably and in good faith believes that an arbitral award or decision of a dispute would involve damages in excess of \$25,000, then such dispute shall not be subject to arbitration. Once the parties submit a dispute to arbitration, the arbitral award or decision shall be final, binding and enforceable, regardless of the amount of any damages.

Section 29. Notices. Every notice, demand, consent, approval or other communication which either party is required or desires to give or make or communicate upon or to the other party shall be in writing and shall be sent by mailing the same by registered mail or certified mail, postage prepaid, return receipt requested, as follows:

IF TO THE CITY: Director of Seattle Center
 Seattle Center
 305 Harrison Street
 Seattle, Washington 98109

or to such other address or addresses as the City shall from time to time and at any time designate by notice to Association.

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IF TO ASSOCIATES:

Westlake Center Associates
Limited Partnership
Associates-Seattle, Inc.,
General Partner
c/o The Rouse Company
10275 Little Patuxent Parkway
Columbia, Maryland 21044
Attention: General Counsel

or to such other address or addresses as Associates shall from time to time and at any time designate by notice to the City.

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Every notice, demand, request, or other communication sent in the manner aforesaid shall be deemed to have been given, made or communicated, as the case may be, and shall be effective on the second business day after the same has been deposited, registered or certified, properly addressed as aforesaid, postage prepaid, in the United States mail, except that any notice, demand, request, or other communication to a party (but not to any Mortgagee) may be personally delivered, and in such event shall be deemed to have been given on the date the same shall have been personally delivered to the officer or representative of the Party (as identified above) to whom such notice, demand, request or other communication is addressed. Each party shall designate an officer or representative to receive such personal notice.

Either party may require, at any time, that additional copies of any notice, be sent to such person(s), not, as to each notice, in excess of three (3) copies at any one time, as shall from time to time be designated in any notice from such party as to such requirement.

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Section 30. Section Headings. The section headings in this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

Section 31. Successors. Subject to the other provisions of this Agreement, all of the terms, covenants, obligations and conditions of this Agreement shall inure to the benefit of and shall bind as the case may be, the parties hereto, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Section 32. Real Estate Commissions. Each of the parties represents and warrants unto the other that there are no commissions, charges or other compensation due any broker, agent or finder with respect to this Agreement or the negotiations thereof, and each of the parties covenants and agrees with the other that if either party hereto utilizes an agent, broker, or finder, the party so using an agent, broker or finder or incurring such commissions, charges, fees or similar expenses will pay, hold harmless and indemnify the other party from and against all claims, costs, expenses or liability (including, without limitation, the cost of counsel fees in connection therewith) for any such compensation, commissions, charges or other compensation claimed by any such broker, agent or finder.

Section 33. Estoppel Certificates. Each party agrees that at any time and from time to time at reasonable intervals, within

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thirty (30) days after written request by the other party, such party will execute, acknowledge and deliver to the requesting party or to any prospective Mortgagee of Associates, assignee or tenant or subtenant, a certificate stating (i) that the Agreement is unmodified and in force and effect (or if there have been modifications, that this Agreement is in force and effect as modified, and identifying the modification agreements, or if the Agreement is not in force and effect the certificate shall so state; (ii) whether or not there is any existing default by either party under the Agreement with respect to which a notice of default has been served, and if there is any such default, specifying the nature and extent thereof; and (iii) whether or not, to the best knowledge of the certifying party, there are any setoffs, defenses or counterclaims against enforcement of the obligations of the certifying party hereunder.

Section 34. No Waiver. No failure of either party hereto to exercise any power given it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

Section 35. Partial Invalidity. In any term, covenant, or condition of this Agreement or the application thereof to any person, party or circumstances shall, to any extent, be illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity or becomes

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unenforceable because of judicial construction, the remaining terms, covenants and conditions of this Agreement, or the application of such term, covenant or condition to persons, parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 36. Rights Cumulative. All rights, powers and privileges conferred herein upon the parties shall be cumulative but not restrictive to those given by law.

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Section 37. Waivers and Consents. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed as a waiver of subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. The Director of the Seattle Department of Community Development is authorized to act for and on behalf of the City in connection with this Agreement and in determining Associates' compliance with its obligations hereunder, and to extend the time for the performance of any of Associates' obligations under this Agreement, and to grant any consents, waivers or approvals on behalf of the City hereunder, except where action by another party is required by law or this Agreement.

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Section 38. Entire Agreement. This Agreement and all the Exhibits attached hereto contains the entire agreement of the parties with respect to the subject matter hereof, and no representations or agreements, oral or otherwise, between the Parties not embodied herein, attached hereto or hereinabove referenced shall be of any force and effect. Any additions or amendments to this Agreement subsequent hereto shall be of no force and effect unless in writing and signed by the parties hereto.

Section 39. Transfer: Binding Nature. Except as provided in Section 19 (Mortgages), any sale, transfer or conveyance of any property subject to this Agreement or any part thereof or interest therein shall be subject to this Agreement, and it shall be deemed construed without further agreement that the purchaser or grantee at any such sale, transfer or conveyance has assumed and agreed to carry out any and all obligations of the transferor in this Agreement so long as such purchaser or grantee shall be the owner of the interest so transferred. As a condition of any such sale, transfer or conveyance, the transferee thereunder shall execute such instruments as the other party may reasonably require confirming the foregoing, and each party represents and covenants that it will not make any such sale, transfer or conveyance except in accordance with the provisions of this Section. In addition to and without limiting the generality of the foregoing, the City shall not, without the prior written consent by Associates, sell, transfer or convey the Monorail System or Monorail Station or its

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interest therein, or any part thereof, to any party which is not a governmental entity or agency.

Section 40. No Partnership. Nothing herein and no subsequent acts of any of the parties shall be deemed or construed by the parties hereto, nor by any third party, as creating or authorizing the creation of the relationship of principal and agent or of partnership or joint venture between the parties, or any of them.

Section 41. Expense of Obligations. Where this Agreement imposes obligations or responsibilities upon either party hereto, such obligations and responsibilities shall be performed at the expense of such party responsible therefore except where otherwise specifically provided.

Section 42. Unavoidable Delay. Except as otherwise expressly provided, each party hereto shall be excused from performing any of its obligations or undertakings provided in this Agreement (except any of its obligations to pay any sums of money under the applicable provisions hereof) for so long as the performance of such obligation is prevented or delayed by any cause which is beyond the reasonable control of such party, including but not limited to such of the following as may be beyond the reasonable control of such party: Act of God; fire; earthquake; flood; explosion; action of the elements; war; invasion; insurrection; riot; mob violence; sabotage; malicious mischief; inability to procure or general shortage or rationing or regulation of labor, equipment, facilities, sources of energy

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(including, without limitation, electricity, gas, gasoline or steam), ~~materials or supplies in the open market~~; failure of transportation; strikes; lockouts; action of labor unions; condemnation; requisition; order of government or civil or military or naval authorities; litigation involving a party or others relating to zoning, subdivision, or other governmental action or inaction; or any other cause, whether similar or dissimilar to the foregoing, not reasonably within the control of such party; provided, however, that neither party shall be entitled to relief under this Section by reason of any event unless such party shall have given the other party notice of such event and the nature of such event within a reasonable time after the occurrence of such event, and unless such party uses reasonable prudence and diligence (without unreasonable expense) to avoid or mitigate the delay caused by such event.

Section 43. Recordation. This Agreement or a memorandum hereof shall be recorded among the land records of the City of Seattle. All costs and expenses of such recording shall be shared equally by the parties.

Section 44. Number and Gender. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and vice versa, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm or association.

Section 45. No Third Party Rights. Nothing in this Agreement shall be construed to permit anyone other than the parties

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hereto and Associates' Mortgagees, and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

Section 46. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington and venue shall lie with the appropriate court in King County.

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IN WITNESS WHEREOF, the parties have caused these presents to be executed, acknowledged and delivered in form and manner proper and sufficient in law, all as of the day and year first above written.

ATTEST:

THE CITY OF SEATTLE

By: *E. J. ...*

Director, Seattle Center

By: *D. ...*

Director, Department
of Community Development

WESTLAKE CENTER ASSOCIATES
LIMITED PARTNERSHIP

ATTEST:

By: Rouse-Seattle, Inc.,
General Partner

By: *D. ...*

Its VICE PRESIDENT

By: WESTLAKE 7 BUILDING PARTNERS
LIMITED PARTNERSHIP,
General Partner

ATTEST:

By: Koehler, McFadyen & Company,
General Partner

By: *A. ...*

Its PRESIDENT

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TMP52

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me Ewen C. Davis LL
David M. Magle and Thomas J. Davis to me
known to be the South Gate Apartments and Director
respectively of the municipal corporation that executed the within
and foregoing instrument and acknowledged said instrument to be
the free and voluntary act and deed of said municipal corporation
for the uses and purposes therein mentioned and on oath stated
that they are authorized to execute said instrument and that the
seal affixed is the corporate seal of said municipal corporation.

WITNESS my hand and seal this 10th day of February,
1987.

Chas. D. Hubbard
NOTARY PUBLIC in and for the
State of Washington, residing
at Seattle - King County
Commission expires 11-15-91

8702170365

STATE OF Washington
COUNTY OF King) ss

I hereby certify that on this 12th day of February, 1987
personally appeared before me Darrell M. Vance and
and to me known to be the Vice President
respectively of Rouse-Seattle, Inc., a
corporation executing the within and foregoing instrument and
acknowledged said instrument to be the free and voluntary act and
deed of said corporation as general partner of Westlake Center
Associates Limited Partnership for the uses and purposes therein
mentioned and on oath stated that they are authorized to execute
said instrument.

WITNESS my hand and official seal this 12th day of
February, 1987

Robert Bushnell
NOTARY PUBLIC in and for the
State of Wash. residing
at Seattle
Commission expires 11-15-90

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FEB 17 1987

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TMP52

STATE OF WASHINGTON)
COUNTY OF KING) ss

I hereby certify that on this 12th day of February 1987,
personally appeared before me Stephen K. Koehler and
and, to me known to be the President
respectively of Koehler, McFadyen & Company,
a corporation executing the within and foregoing instrument as
general partner of Westlake 7 Building Partners Limited Partner-
ship and acknowledged said instrument to be the free and voluntary
act and deed of said corporation for the uses and purposes therein
mentioned and on oath stated that they are authorized to execute
said instrument.

WITNESS my hand and official seal this 12th day of
Feb, 1987

Ruth B. Bushnell
NOTARY PUBLIC in and for the
State of Washington, residing
at Seattle
Commission expires 1-1-90

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EXHIBIT A

LOT 1: Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to plat recorded in Volume 1 of Plats, page 103, in King County, Washington:

EXCEPT the Westerly 12 feet of said lot condemned by the City of Seattle in King County Superior Court Cause No. 52280, for the widening of Fourth Avenue, as provided by Ordinance 13778 of said City; and

EXCEPT the Southeasterly 7 feet of said lot condemned by the City of Seattle, in King County Superior Court Cause No. 57057 for the widening of Pine Street as provided by Ordinance 14500 of said City; and

EXCEPT the portion of said lot condemned by the City of Seattle, in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance No. 7733 of said City.

LOT 2: Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to plat recorded in Volume 1 of Plats, page 103, in King County, Washington:

EXCEPT the Westerly 12 feet of said Lot 2 condemned by the City of Seattle in King County Superior Court Cause No. 52280 for the widening of Fourth Avenue, as provided by Ordinance 13778 of said City:

AND EXCEPT that portion of said Lot 2 condemned by the City of Seattle in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance No. 7733 of said City.

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11DKYT/14

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LOT 3: Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to the plat recorded in Volume 1 of Plats, page 103, in King County, Washington;

EXCEPT the Westerly 12 feet of said Lot condemned by the City of Seattle in King County Superior Court Cause No. 52280 for the widening of Fourth Avenue, as provided by Ordinance 13776 of said City.

8702170365
LOT 7: Block 1, ADDITION TO THE TOWN OF SEATTLE, as laid off by the heirs of Sarah A. Bell, deceased (commonly known as Heirs of SARAH A. BELL'S ADDITION TO THE CITY OF SEATTLE), according to the plat recorded in Volume 1 of Plats, page 103, in King County, Washington;

EXCEPT the portion of said Lots condemned by the City of Seattle in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance No. 7733 of said City.

LOTS 8, 9, 10 and 11: All those portions of Lots 8, 9 10 and 11, Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to plat recorded in Volume 1 of Plats, page 103, in King County, Washington; lying Westerly of the West line of Westlake Avenue, as condemned by the City of Seattle in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance 7733 of said City.

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LOTS 10, 11 and 12

These portions of Lots 10, 11 and 12, Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased, (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to plat recorded in Volume 1 of Plats, page 103, in King County, Washington, lying Easterly of the East line of Westlake Avenue as condemned by the City of Seattle in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance 7733 of said City:

EXCEPT the southeasterly 7 feet of said Lot 12 condemned by the City of Seattle in King County Superior Court Cause No. 57057 for the widening of Pine Street as provided by Ordinance 14500 of said City.

TOGETHER WITH those portions of Westlake Avenue and the alley lying within said Block 1 which attached to the above-described Lots 1, 3, 8, 9, 10, 11 and 12 by operation of law upon the vacation thereof.

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Exhibit A
Property Interest

Fee Simple Estates in:

Lot 1, Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to plat recorded in Volume 1 of Plats, page 103, in King County, Washington;

EXCEPT the Westerly 12 feet of said lot condemned by the City of Seattle in King County Superior Court Cause No. 52280, for the widening of Fourth Avenue, as provided by Ordinance 13778 of said City; and

EXCEPT the Southeasterly 7 feet of said lot condemned by the City of Seattle, in King County Superior Court Cause No. 57057 for the widening of Pine Street as provided by Ordinance 14500 of said City; and

EXCEPT the portion of said lot condemned by the City of Seattle, in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance No. 7733 of said City.

Lot 3, Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to the plat recorded in Volume 1 of Plats, page 103, in King County, Washington;

EXCEPT the Westerly 12 feet of said Lot condemned by the City of Seattle in King County Superior Court Cause No. 52280 for the widening of Fourth Avenue, as provided by Ordinance 137376 of said City;

All those portions of Lots 8, 9, 10 and 11, Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to plat recorded in Volume 1 of Plats, Page 103, in King County, Washington; lying Westerly of the West line of Westlake Avenue, as condemned by the City of Seattle in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance 7733 of said City.

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Those portions of Lots 10, 11 and 12, Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), according to plat recorded in Volume 1 of Plats, page 1203, in King County, Washington, lying easterly of the east line of Westlake Avenue as condemned by the City of Seattle in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance 7733 of said City; EXCEPT the southeasterly 7 feet of said Lot 12 condemned by the City of Seattle in King County Superior Court Cause No. 57057 for the widening of Pine Street as provided by Ordinance 14500 of said City.

8702170365 Also subject to all of the terms and conditions of this Agreement, the City agrees to sell and assign to Purchaser and Purchaser agrees to purchase and take from the City all of the City's right, title and interest in and to the hereinafter described Lot 2, Block 1, including but not limited to, the City's right, title and interest in and to that certain Statement of Lease Agreement dated November 15, 1945 by and between P. S. Stinson Corporation, as lessor, and Edison Washington Stores, Inc., as lessee, as assigned to the City by Assignment of Ground Lease dated August 27, 1980 by and between Joseph W. Lund, Ross J. Beatty, John T. Fallon, Alfred C. Linkletter and William G. Myers as Trustees of Bradley Real Estate Trust and the City and that certain Assignment of Leases, Subleases and Tenancies and Assumption Agreement dated August 27, 1980 between the aforesaid Trustees and the City (herein collectively called "Ground Lease"), a copy of which is attached hereto as Exhibit C, which Ground Lease has a term expiring on July 31, 1998 (subject to extension by the lessee thereunder to a term expiring on July 31, 2028) and which conveys to

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the City a leasehold interest in and to that certain real property located in the City of Seattle and more particularly described as follows:

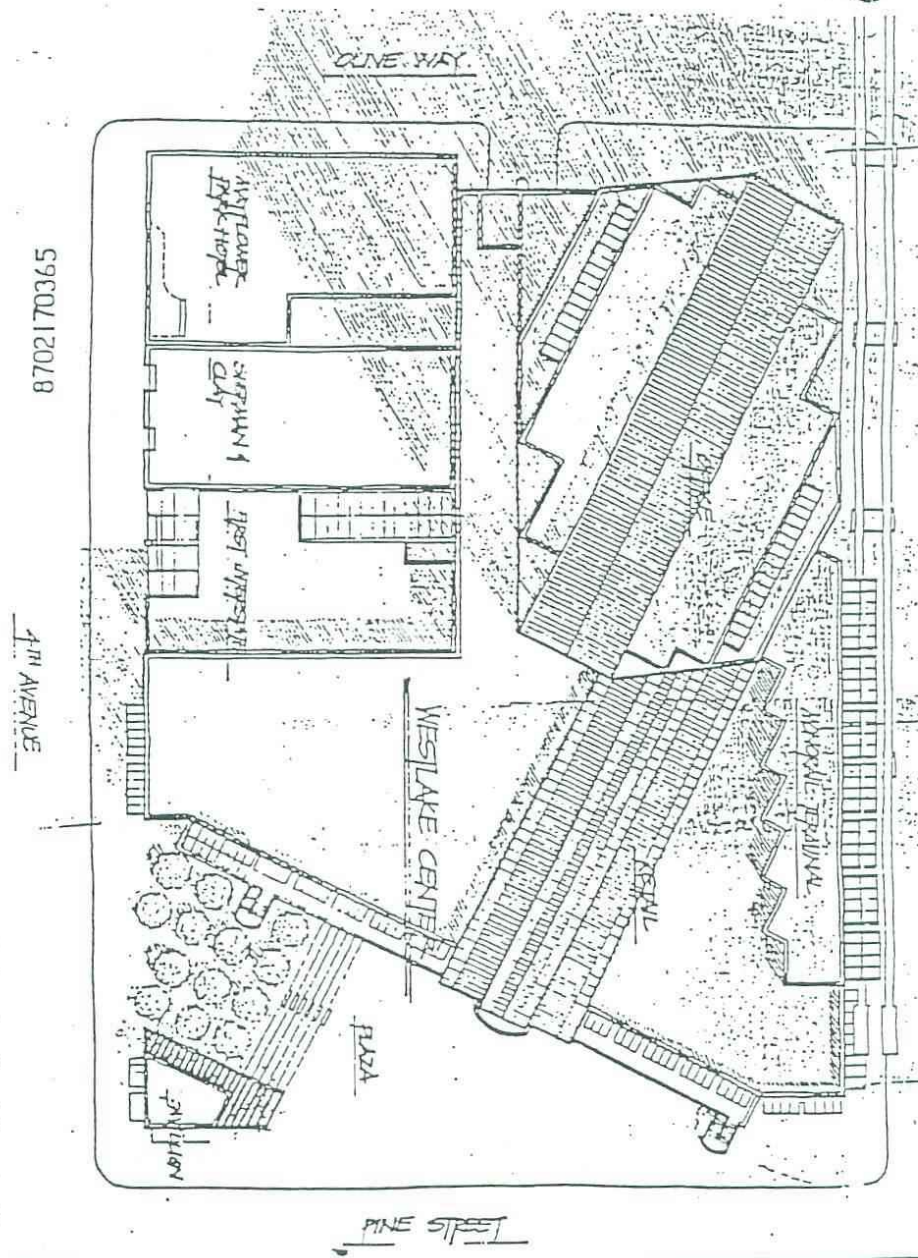
Lot 2, Block 1, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Ball, deceased (commonly known as Heirs of Sarah A. Ball's Addition to the City of Seattle), according to plat recorded in Volume 1 of Plats, page 103, in King County, Washington;
EXCEPT the Westerly 12 feet of said lot condemned by the City of Seattle in King County Superior Court Cause No. 52280 for the widening of Fourth Avenue, as provided by Ordinance 13776 of said City; and EXCEPT the portion of said lot condemned by the City of Seattle in King County Superior Court Cause No. 36118 for the establishing of Westlake Avenue as provided by Ordinance No. 7733 of said City.

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Exhibit B
Site Plan



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Exhibit C
Monorail Reimbursement Scope

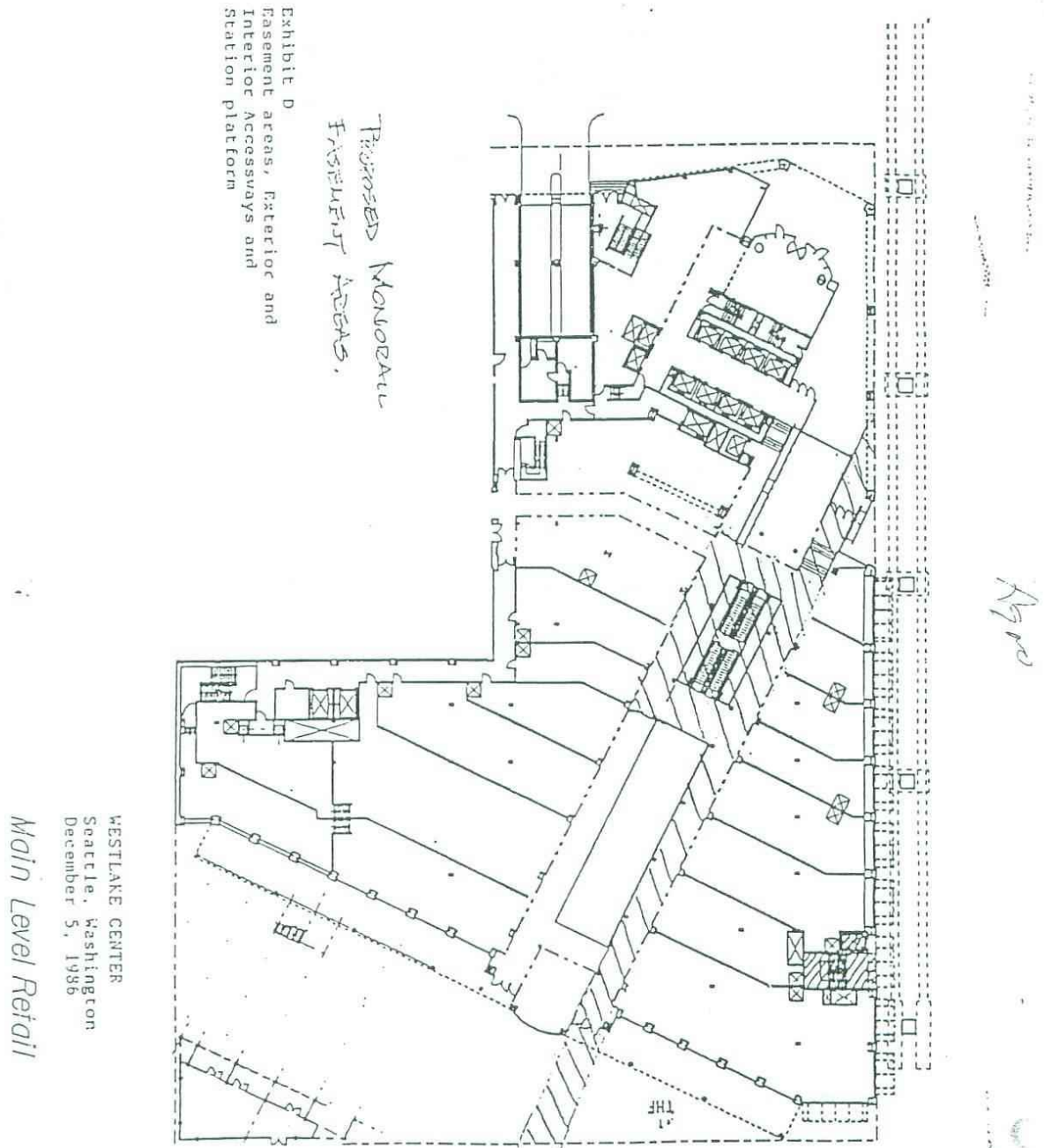
The following list sets out the rules for allocation of monorail construction costs between Rouse and the City of Seattle, as well as establishing methods for allocating broader project costs to the station construction:

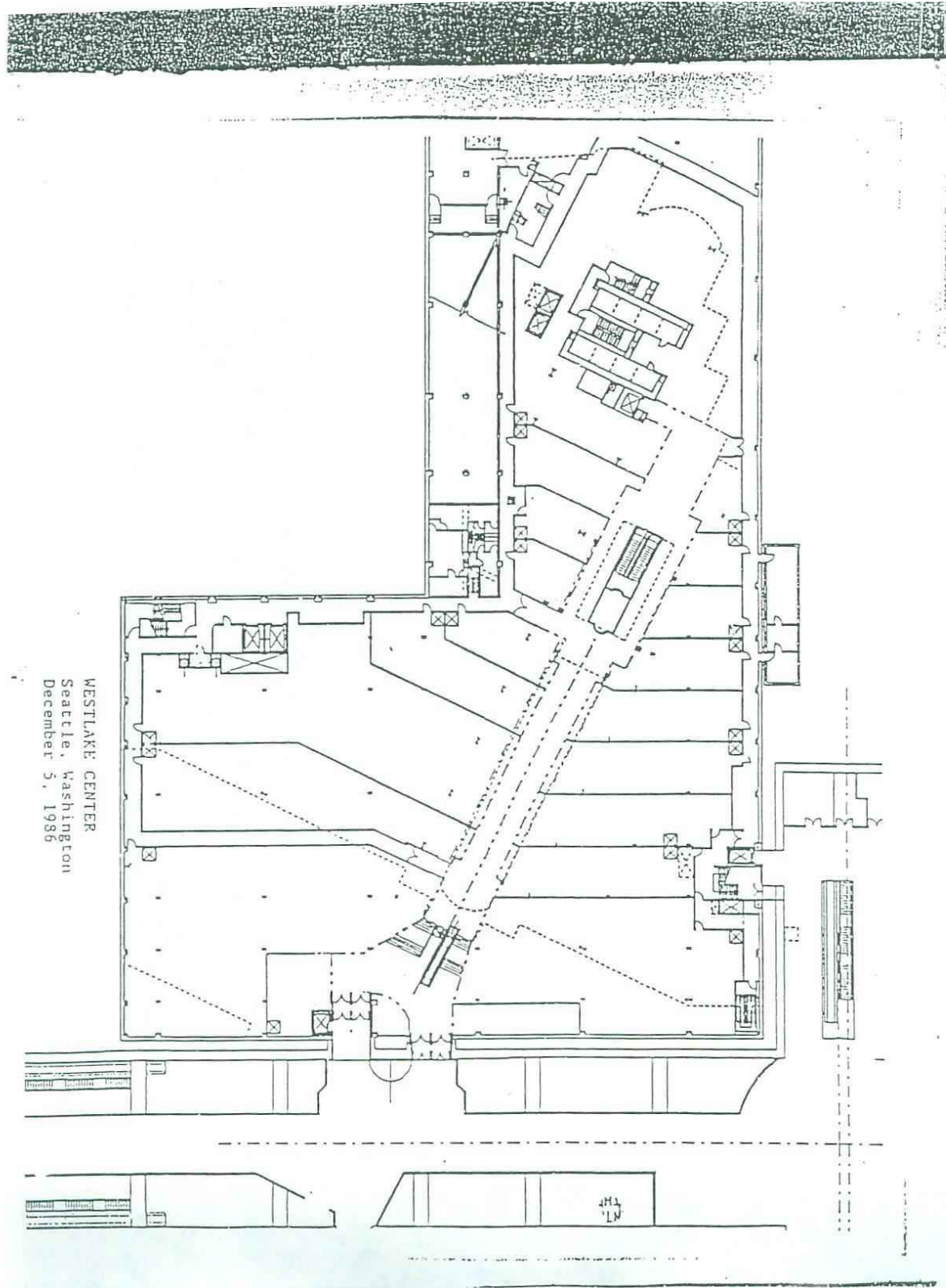
- Group 1: designed and constructed by Rouse within the monorail easement area; fully allocable as specified in Section 7.A.
- a. station platform
 - b. canopy
 - c. 50% of common walls and 100% of station and exterior access walls.
 - d. all platform doors and sliders
 - e. 5th Avenue elevator
 - f. 5th Avenue stairwell
 - g. platform, elevator and stairwell finishes
 - h. platform, elevator and stairwell lighting
 - i. station graphic design and production and installation
 - j. removal of existing monorail footings and piers
 - k. monorail columns and vaults if built by Rouse
 - l. platform furniture, if provided by Rouse
 - m. any other work requested in writing by City and accepted by Rouse.
 - n. sprinkler system
 - o. emergency lighting
 - p. ticket kiosk enclosure
- Group 2: designed and constructed by Rouse, not within the monorail easement area; partially allocable to the Rouse monorail commitment as specified Section 7.A.
- a. steel structural framing; amount allocated to monorail represented by fraction of total structural cost where the numerator is the gross building area of the monorail platform including elevator and stairwell, and the denominator is the gross building area of the entire Westlake Center project.
 - b. foundations; allocated in the same fashion as (a) above.
 - c. central electrical service; amount allocated to monorail will be based on the estimated percentage of total project capacity required by monorail as determined by Rouse's engineers, reviewed and approved by monorail.
 - d. mall escalators; amount allocated to monorail will be the incremental cost, if any, of escalators sized to handle the monorail exiting capacity over the cost of escalators that would otherwise be provided to serve mall customers, to be reviewed and approved by monorail.

IT IS THE POLICY OF THE CITY OF SEATTLE TO MAINTAIN THE HIGHEST QUALITY OF ITS DOCUMENTS.

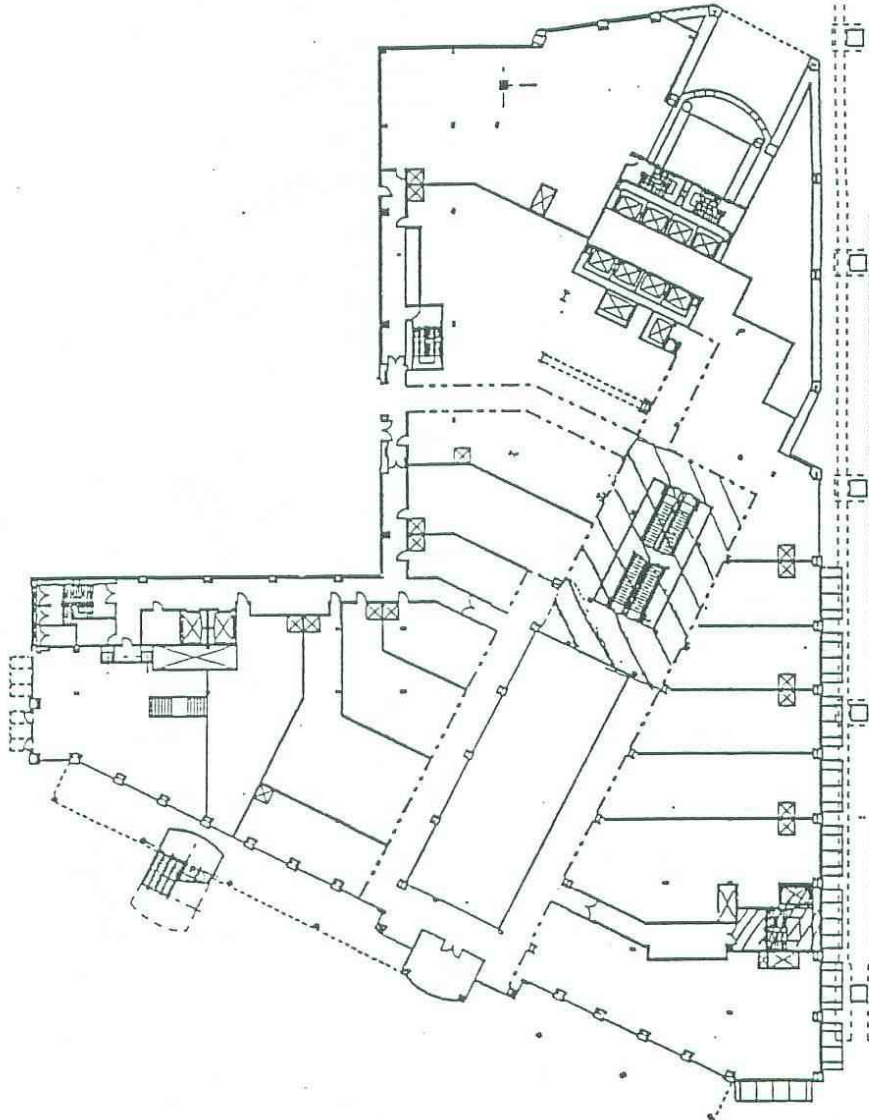
Monorail Reimbursement Scope
January 8, 1987
Page 2

- Group 3: designed and constructed by the City of Seattle. Costs associated with these items will be assigned to Rouse's monorail obligation only to the extent that the City specifically requests, and Rouse agrees, that Rouse should perform the work.
- a. hydraulic or electric moving platforms
 - b. ticket kiosk
 - c. platform, cab or guideway electrical service
 - d. guideway system
 - e. vault equipment
 - f. ticket dispensing equipment (location and placement is subject to approval by Rouse).
 - g. handrails/gates along platform edge
 - h. PA system
- Group 4: designed by the City of Seattle and constructed by Rouse. Design costs will be paid by the City. Construction costs will be fully allocated to the Rouse Monorail commitment.
- a. Power supply vault, equipment vault and all ducts and related appurtenances
 - b. Monorail foundations and columns (Piers 60-63).





WESTLAKE CENTER
Seattle, Washington
December 5, 1986
SECOND LEVEL RETAIL



WESTLAKE CENTER
Seattle, Washington
December 5, 1986
Third Level Retail

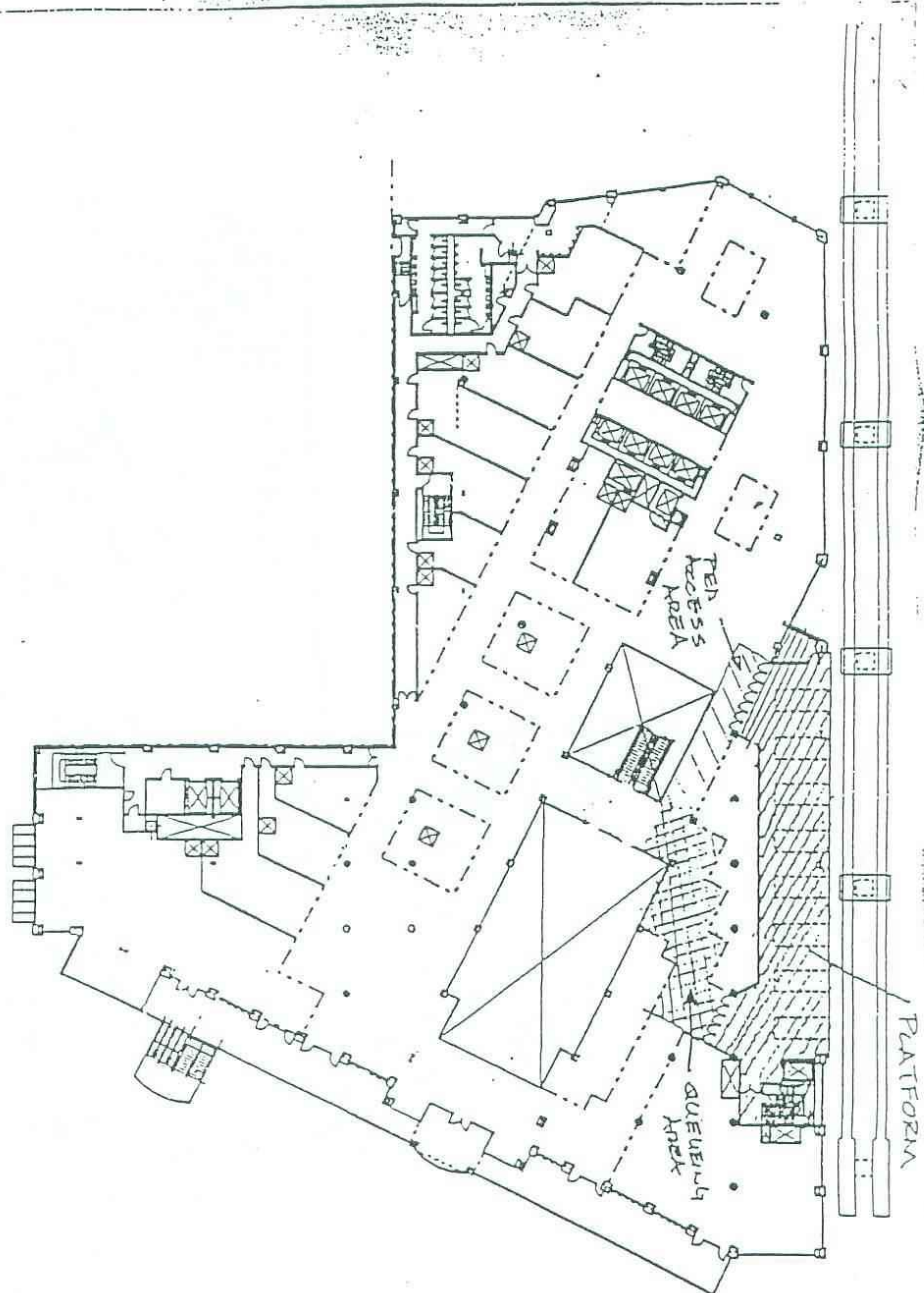


EXHIBIT E

Seattle Center Monorail
Regular Operating Hours

Summer -- Memorial Day through Labor Day

10:00 A.M. - 12:30 A.M. All Week

Winter -- Day after Labor Day to day before Memorial Day

10:00 A.M. - 9:00 P.M. Sunday-Thursday

10:00 A.M. - 12:00 A.M. Friday and Saturday

Special Events, School Breaks and Festivals

10:00 A.M. - 12:30 A.M.

New Years Eve

10:00 A.M. - 2:30 A.M.

EXHIBIT F

CONSUMER PRICE INDEX ADJUSTMENT
AND
PAYMENT TERMS

- 8702170365
- (a) As of each January 1st following the date that the payment first becomes due and payable, the payment shall be increased or decreased in proportion to the percentage change in the CPI that has occurred since January 1st of the year in which any payment first became due and payable. For the purposes of this Agreement, all references to the "CPI" as the basis for adjustments to be made to various amounts to be paid or credited by one party to the other shall mean the Consumer Price Index for All Urban Consumers for the Seattle-Everett Metropolitan Area as published by the U.S. Department of Labor, Bureau of Labor Statistics, or its successor; provided, that the CPI published for the calendar year shall be deemed to be the CPI as of January 1st of that year; provided further, that in the event the aforementioned index is discontinued, the parties shall select another, similar index that reflects consumer price changes; and provided, further, that in the event of a change in the index base (1967 - 100), the parties hereto shall utilize such index base during the period it is used by the federal government and shall apply whatever conversion factor is necessary to establish the percentage change in the CPI in or between any year(s) during which the index base is changed.
- (b) After publication of the CPI for the immediately preceding calendar year, the Associates shall notify the City of the amount(s) of any increase(s) or decrease(s) in the City's payment. Any amounts due to the Associates as a result of such notification, should such notification occur after January 1st, shall be paid or credited, as appropriate, within ten (10) days after the date of said notification. Until the date of such notice, the City shall pay the same payment as was due and payable for the immediately preceding December.
- (c) Payment shall be due and payable on the tenth (10th) day of each month.
- (d) A payment shall be delinquent if not paid within ten (10) days after the date due; delinquent sums shall bear interest at a rate of twelve percent (12%) per annum from the date of delinquency to the date paid.

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EXHIBIT G

INTERIOR ACCESSWAY MAINTENANCE STANDARDS

Daytime Maintenance

Trash pick-up and gum removal
Trash removal
Graffiti removal
Spill mop-up
Monitoring of escalators and elevators

Pre-opening Maintenance

Floor washed every day
Floors waxed when required
Cleaning of all glass surfaces
Cleaning of all other decorative materials
Replacement of lamps and ballasts
Cleaning of elevators and escalators
High dusting as required

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EXHIBIT H

The Seattle Center Schedule and Standards
for Routine Maintenance, Cleaning

Daily Cleaning

Sweep and mop floor on platform, stairs and elevator
Vacuum elevator if it is carpeted
Clean all glass surfaces
Dust surfaces and decorative materials
Pick up trash and replace trash liners
Remove gum and other material from surfaces
Remove debris from all areas
Remove graffiti

Weekly or As-Needed Cleaning

Strip and wax floors
Thoroughly clean surfaces and decorative materials
Clean elevator floor carpet if carpeted
Wash elevator walls
Clean furniture
Clean trash containers

Routine Maintenance — As Needed

Relamp fixtures
Remove graffiti
Replace/restore vandalized items
Replace anti-slick surfaces on stairway
Repair signage
Repair equipment

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EXHIBIT I

ASSOCIATE SERVICES

The following services and access will be provided to the City by Associates on an on-going basis, for which payment is made pursuant to Section 13.

A. Platform Cleaning:

- Associates will:
- mop and clean spills
 - spot clean glass and surfaces.
 - empty trash cans, replace trash bags and pick up floor trash.
- Frequency:
- during mall operating hours or at least from 10:00 A.M. - 7:00 P.M., Monday-Saturday and 12:00 P.M. - 5:00 P.M. Sunday.
 - as required over the course of the day.
 - in response to specific calls from Monorail personnel.
 - estimated to be for 15 minutes each 2 hours throughout the day.
- Service Does Not Include:
- surface (floor, wall and glass) cleaning from routine daily traffic.
 - replacement of light bulbs.
 - cleaning of kiosk interior.
 - extraordinary ticket stub pick up from Monorail patron abuse of ticket procedures.

- B. Periodic painting of platform and exterior accessway wall surfaces, on a schedule equivalent to the repainting program for the public space within the mall, excluding repainting made necessary because of vandalism.
- C. Routine repairs and maintenance by service contract of the passenger elevator in the exterior accessway, including a preventive maintenance program, at least equivalent to the elevator maintenance standards prevailing for the rest of the Westlake Center.
- D. Comprehensive general liability insurance for the platform and exterior accessway, with the City as an additional insured.
- E. Interior access through the public areas of Westlake Center during mall operating hours (or at least 10:00 A.M. - 7:00 P.M., Monday-Saturday and 12:00 P.M. - 5:00 P.M. Sunday) including access to the restrooms and retail passenger elevator. The interior accessway shall be clean and safe, lit and environmentally controlled, with operable escalators and elevators, subject to the provisions of Section 7 (Alterations) of this agreement.
- F. Periodic cleaning of platform canopy and skylight.

13DKYT/07

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ADDENDUM NO. 1
to the
WESTLAKE STATION
DESIGN CRITERIA REPORT

Exhibit C
Design Standards &
Scope of Work

Prepared for: SEATTLE ENGINEERING DEPARTMENT
Submitted by: KAISER ENGINEERS, INC.

FEB 17 1987

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WESTLAKE STATION DESIGN CRITERIA
ADDENDUM NO. 1

Background

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The City of Seattle entered into an agreement (No. T84-8) with Raymond Kaiser Engineers on November 2, 1984 to identify Rehabilitation and Upgrading needs of the existing Seattle Monorail system. Amendment No. 1 called for an Alternatives Analysis to generate and evaluate possible arrangements for the relocated southern terminus (Westlake Station) which is to be integrated into the new Westlake Mall Development. As a result of these analyses, Alternative VII (The George Benson Alternative) was selected.

It was considered practical to have the Mall Developer design the Westlake Station as it is to be an integral part of the Mall. To aid in this design, as part of Supplemental Agreement No. 1, the Westlake Station Design Criteria Report (Task 9.2) was prepared. An errata to the Design Criteria Report was issued and circulated on October 18, 1985 (a copy of which is included in Appendix B). The report provided transit-related station design criteria for use by the Westlake Mall Developer.

The City has decided that the Design Criteria Report is to be a working paper which is to be updated and revised by Kaiser Engineers at significant stages of the project. The updating process is to be accomplished through addenda to the original Westlake Station Design Criteria Report. This Addendum No. 1 is the first such update/revision to the original document. It is prepared as part of Task 15.7 of Supplemental Agreement No. 7 and addresses comments and questions received as of December 4, 1985. Subsequent addenda are expected to be prepared at the end of the Schematic Design Phase, the Design Development Phase and when Construction Documents are issued.

Addendum Procedure

This addendum is a compilation of Items, each of which is the result of a specific comment or question received from the reviewing parties. These Items are used to document "changes" to the original Design Criteria Report, to make

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"remarks" supplying supplemental information to further explain a particular part of the criteria or a combination of the two. "Remarks" are also used to explain how a change is to be incorporated into the original Design Criteria.

Most of the comments received pertain to specific sections or criteria from the original Design Criteria Report and have generated individual addendum items. Those comments not concerned with a specific section of the Report have been incorporated as addendum items for inclusion in the Design Criteria Report at the locations deemed most appropriate. Some, which address new criteria not in the Report, are indicated in the Section reference as "NEW CRITERIA".

Three categories of resolution have been established. One, the comment/issue is resolved and the solution is agreed to by all (KE, SED, DCD, and TRC). Two, the comment/issue cannot be resolved at this time with the presently available information, thus it is an open item to be decided on later. Many of these items require action on the part of some party and this action is documented as a "Remark" in the Addendum rather than a "Change" to the Design Criteria. The third category of comment/issue is an unresolved issue requiring negotiation or agreement between the parties involved. For the most part, changes to the Design Criteria are the result of category One comments, the resolutions to which have been fully discussed and agreed to by all. Item numbers which are followed by two asterisks (**) are thus flagged to identify a change to the Criteria which is recommended by KE and is not considered to be controversial, but has not been formally agreed to by all parties.

The addendum is organized into three groups of Items corresponding to their category of status. Items within each group are organized in a consecutive manner as they apply to the original Design Criteria Report. Each Item has a unique addendum item number. The units digit of the number reflects the category in which the Item belongs (1.n = resolved, 2.n = open and 3.n = unresolved). The decimal portion is a sequential identifier which numbers the addendum items consecutively within each category. Sources of comments and resolutions/responses are referenced, by numbers, to the references listed in the table of references in Appendix A. Many of the changes suggested in the TRC Revised Copy of the Westlake Station Design Criteria Report (Ref. No. C7) are considered to be merely editorial in nature and do not alter the criteria. Comments such as those are not included in this addendum.

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Dummy Layout

Below is a dummy layout for addendum Items. Material in *italics* are explanations of the type of content found under each heading.

Item Number: *Sequential decimal number within each group of addendum items. Units digit indicates category, decimal portion is sequential identifier. (** indicates a suggested change)*

Page: *Page number reference to the Design Criteria Report.*

Section: *Section number and title from the Design Criteria Report.*

Paragraph: *Paragraph number from the start of the referenced section of the Design Criteria Report.*

Reference Comment: *Reference number identifying the source document(s) which generated the need for criteria change or clarification.*

Reference Resolution/Response: *Reference number of source document(s) on which the change/comment is based.*

Change: *Proposed revision or addition to the Westlake Station Design Criteria.*

Remark: *Clarification of original criteria or explanation of proposed criteria change.*

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Addendum Items
1.0 Resolved Changes/Comments

Item Number: 1.1

Page: 1
Section: 1.1 Background
Paragraph: 1

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: SED is KE's "client" within the City of Seattle.
SED has been attending all meetings between KE and
The Rouse Company and will continue to do so.

Item Number: 1.2

Page: 1
Section: 1.1 Background
Paragraph: 2

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: The Benson Alternative was chosen because of the
relative risk between a monorail switch and the
preferred option with the ramps. There are a
greater variety of options for solution of ramp
problems than for the switch problems.

Remark: None.

Item Number: 1.3

Page: 1
Section: 1.1 Background
Paragraph: 4

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The "works" are defined as the guideway relocation
and new monorail station.

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Addendum Items
1.0 Resolved Changes/Comments

Item Number: 1.1

Page: 1
Section: 1.1 Background
Paragraph: 1

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: SED is KE's "client" within the City of Seattle.
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Item Number: 1.2

Page: 1
Section: 1.1 Background
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Reference Comment: C2
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Change: The Benson Alternative was chosen because of the
relative risk between a monorail switch and the
preferred option with the ramps. There are a
greater variety of options for solution of ramp
problems than for the switch problems.

Remark: None.

Item Number: 1.3

Page: 1
Section: 1.1 Background
Paragraph: 4

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The "works" are defined as the guideway relocation
and new monorail station.

ADDENDUM NO. 1, PAGE 5

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Item Number: 1.4

Page: 2
Section: 1.2 Objective
Paragraph: 1

Reference Comment: C2
Reference Resolution/Response: R2

Change: As part of the Contract of Sale with The Rouse Company, the City of Seattle is obligated to develop a mutually acceptable scope of work and performance standards (design criteria) for the relocated monorail station. This scope of work includes the design of new piers, columns, track, station platform, et al. This document, after acceptance by the City of Seattle and The Rouse Company, shall serve as the basis for development of an easement agreement pursuant to Section 7c of the Contract of Sale.

Remark: None.

Item Number: 1.5

Page: 2
Section: 1.2 Objective
Paragraph: 2

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The very nature of a design criteria report inevitably results in some constraining of design. Most of the specific criteria are flexible and negotiable.

Item Number: 1.6 **

Page: 3
Section: 1.3.1 Existing System
Paragraph: 1

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Remark: Requested documentation on the history of the monorail covering issues of patronage history, capacity requirements, original platform and revisions, etc., will not be provided as part of the Criteria. This information has been provided separately.

Item Number: 1.7

Page: 4
Section: 2.1.1 Passenger Demand
Paragraph: 2

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: "Incontrovertible" is defined as indisputable or unquestionable.

Item Number: 1.8

Pages: 9 & 11
Section: 2.1.4 Platform Arrangement
Paragraph: Plan Sketches

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The 24-foot overrun was revised by an errata dated 10-18-85 (ref. Appendix B, this addendum). The correct overrun is 20 feet. The overrun is needed as a safe stopping buffer for the monorail trains between the planned train stopping point and the end of line train bumper assembly.

Item Number: 1.9 **

Page: 13
Section: 2.1.5 Clearance Requirements
Paragraph: 1

Reference Comment: C4
Reference Resolution/Response: N/A

Change: None required.

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Remark: Minimum net platform area and minimum platform length and width are the required minimum clearances for each individual dimension established by their own specific constraints. They do not necessarily relate to each other. For instance the minimum platform length is controlled by the train length while the minimum platform area is constrained by capacity requirements.

Item Number: 1.10

Pages: 13 & 14
Section: 2.1.5 Clearance Requirements & Typical Section
Paragraph: 1

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: The column near the platform edge in the sketch (page 14) may be integrated into the platform edge railings; however it (or anything else) must be arranged to provide at least 7 feet 4 inches of clear passageway along the platform edge to permit free movement of passengers.

Remark: None.

Item Number: 1.11

Page: 14
Section: Sketch of Typical Section
Paragraph: N/A

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: The pier setback from the curb edge will be 18 inches, not 3 feet as indicated in the sketch.

Remark: None.

Item Number: 1.12 **

Page: 14
Section: Sketch of Typical Section
Paragraph: N/A

Reference Comment: C7
Reference Resolution/Response: N/A

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Change: Monorail Station - Westlake, Typical Section

Remark: Reidentify the sketch as above.

Item Number: 1.13

Page: 14 & 34

Section: Typical Section Sketch & 2.3.4 Guideway Support
Structure Concept Options (Support Bents)

Paragraph: 4

Reference Comment: C2

Reference Resolution/Response: R1 & R2

Change: The latest pier/column sizing is approximately 4.5
feet by 4.5 feet.

Remark: These reduced dimensions for the columns eliminate
the need to consider alternative pier designs or
arrangements.

Item Number: 1.14

Page: 15

Section: 2.2.0 General (NEW CRITERIA)

Paragraph: 1

Reference Comment: C2

Reference Resolution/Response: R1 & R2

Change: The architectural quality of the monorail station
will be equal to the mall project. Rouse should
take the lead in establishing the architectural
character of the platform.

Remark: None.

Item Number: 1.15

Page: 15

Section: 2.2.0 General (NEW CRITERIA)

Paragraph: 2

Reference Comment: C2

Reference Resolution/Response: R1 & R2

Change: The underside of the train will be as at present.
There will be no safety ledge.

Remark: None.

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Item Number: 1.15

Page: 15

Section: 2.2.1 Pertinent Code Requirements and Analysis
Paragraph: 1

Reference Comment: C2

Reference Resolution/Response: R1 & R2

Change: None required.

Remark: Although the new edition of the Uniform Building Code (UBC) has been completed, it has not yet been accepted by the Seattle City Council. Therefore, the 1982 UBC will apply until Council approval of the new edition at which time The Rouse Company will be informed of the change.

Item Number: 1.17 **

Page: 15

Section: 2.2.1 Pertinent Code Requirements and Analysis
Paragraph: 1, IV. Exit Requirements

Reference Comment: C5

Reference Resolution/Response: N/A

Change: None required.

Remark: There are no specific UMTA standard accessibility requirements for the elderly and the handicapped. The Seattle Building Code will be the governing Code on accessibility.

Item Number: 1.18

Page: 15

Section: 2.2.2 Circulation (Horizontal)
Paragraph: 1

Reference Comment: C2

Reference Resolution/Response: R1

Change: The design should also permit the emptying of the cars and clearing of the boarding areas as safely and attractively as possible.

Remark: None.

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Item Number: 1.19

Page: 17

Section: 2.2.2 Circulation (Vertical)

Paragraph: 1

Reference Comment: C2

Reference Resolution/Response: R2

Change: The vertical circulation between the Monorail Station, Westlake Mall and METRO Tunnel Station will be multi-modal. Design of the vertical circulation must consider this aspect as being of prime importance.

Remark: None.

Item Number: 1.20

Page: 18

Section: 2.2.2 Circulation (Vertical)

Paragraph: 4

Reference Comment: C2

Reference Resolution/Response: R1 & R2

Change: None required.

Remark: Minimum stair width of 5 feet 6 inches results from application of NFPA 101 Code. RTKL will check this.

Item Number: 1.21

Page: 19

Section: 2.2.3 Entrances and Exits

Paragraph: 2

Reference Comment: C2

Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The location of exit stairs must satisfy the requirements of all referenced codes. The most stringent of which shall be used as criteria for design. The Seattle Code is only one of several which may apply in this case. DCLD has expressed the opinion that the exit stairs can be no closer than one half the platform's diagonal dimension as stated in the original criteria.

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Item Number: 1.22 **

Page: 19
Section: 2.2.3 Entrances and Exits
Paragraph: 4

Reference Comment: C7
Reference Resolution/Response: N/A

Change: Emergency exits must be accessible whenever the Monorail is operating whether the Mall is open or closed.

Remark: None.

Item Number: 1.23

Page: 22
Section: 2.2.8 Roof Covering
Paragraph: 1

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: The Rouse Company will generate roof covering alternatives which are compatible with their retail mall project.

Remark: The Design Criteria Report was reflecting the then current Rouse roof design.

Item Number: 1.24 **

Page: 22
Section: 2.2.8 Roof Covering
Paragraph: 1 (4th sentence)

Reference Comment: C7
Reference Resolution/Response: N/A

Change: ... station will be temporarily changing ...

Remark: The word "temporarily" shall be added to the text as shown.

Item Number: 1.25 **

Page: 22
Section: 2.2.8 Roof Covering
Paragraph: 3

Reference Comment: C7

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Reference Resolution/Response: N/A

Change: Translucent or transparent roof materials will require access or other provisions for cleaning and maintenance.

Remark: None.

Item Number: 1.25 **

Page: 23

Section: 2.2.9 Seating and Other Station Furniture

Paragraph: 1

Reference Comment: C2

Reference Resolution/Response: R2

Change: Seating in the platform/station area (if any) will be movable, limited and will not compete with Mall seating. A minimum of 60 lineal feet of fixed seating shall

Remark: ~~Delete the underlined material from the Report.~~

Item Number: 1.27

Page: 25

Section: 2.2.11 Electrical and Automatic Train Protection Vaults

Paragraph: 1

Reference Comment: C2

Reference Resolution/Response: R1 & R2

Change: Access to the vaults will be from the lower retail level as shown in the sketch on page 14. Access will be for personnel and equipment transportable by hand truck.

Remark: None.

Item Number: 1.28

Page: 28

Section: 2.2.13.1 Platform

Paragraph: 1

Reference Comment: C1

Reference Resolution/Response: R1

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WESTLAKES DESIGN CRITERIA - Resolved Changes/Comments

Change: The passenger boarding ramp mechanisms will be accessed through removable panels in the station platform. It may be necessary to bring equipment through the project during working hours. Lifting of heavy ramp parts will be by small mobile crane.

Remark: None.

Item Number: 1.29 **

Page: 28
Section: 2.2.13.2 Stair Elevator Well
Paragraph: 1

Reference Comment: C5
Reference Resolution/Response: N/A

Change: Open staircases will not comply with the building codes. Doors which penetrate between the stairways and other building spaces require a one and one half hour fire resistance.

Remark: The staircases are essentially exits from a third floor which necessitates a minimum two-hour fire wall separation between the stairs and other building spaces.

Item Number: 1.30 **

Page: 29
Section: 2.2.13.4 Partition Wall Separating Platform from Mall.
Paragraph: 1

Reference Comment: C3 & C5
Reference Resolution/Response: N/A

Change: None required.

Remark: The Seattle Fire Department had in their review recommended that the tenant wall between the station platform and the Mall be fire-rated for two hours and windowless. DCLU has since waived the requirement on the condition that the platform and mall building are sprinklered.

Item Number: 1.31

Page: 40
Section: 2.5.1 Passenger Boarding Ramp Operation/Mechanical
Paragraph: 1

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Reference Comment: C1
Reference Resolution/Response: R1

Change: ~~The ramps will not be extended or retracted while
the train is waiting in the station.~~

Remark: Positioning the ramps when the train is out of the station provides more time for these operations. This allows them to take place at lower speeds with greater reliability. The potential for reliability problems has been considered, and, although risks do exist with this alternative, they have been weighed against the risks that would have resulted from a track switch. The ramp system was considered favorable. Failure management schemes are possible to mitigate the potential problems and failures.

Item Number: 1.32

Page: 47
Section: 2.6.2.3 Materials - Electrical Equipment
(Uninterruptible Power Supply)
Paragraph: 1

Reference Comment: C1
Reference Resolution/Response: R1

Change: The uninterruptible power supply will include batteries. The space required to house them is less than 8 square feet.

Remark: None.

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Addendum Items
2.0 Open Items Requiring Additional Information

Item Number: 2.1

Page: 1
Section: Contents
Paragraph: N/A

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: Pier design alternatives have been eliminated. The requested Urban Design Criteria are expected to be resolved later in sync with the design of both projects and will be addressed in other documents.

Item Number: 2.2

Page: 7
Section: 2.1.3 Platform Location (Longitudinally)
Paragraph: 2

Reference Comment: C1
Reference Resolution/Response: R1

Change: None required.

Remark: The ramp envelop specified in the design criteria is considered to be adequate. RTKL should investigate the impact of these ramps on the mall building design.

Item Number: 2.3

Pages: 16 & 17
Section: 2.2.2 Circulation (Horizontal)
Paragraph: 1

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: A separate write-up prepared by KBBJ has been provided to House containing documentation and graphics on passenger exiting and entering flow scenarios at the station.

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WESTLAKE DESIGN CRITERIA - Open Items

Item Number: 2.4

Page: 20

Section: 2.2.4 Fare Collection Equipment

Paragraph: 1

Reference Comment: C2

Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The 30 feet as used in the report is a worse case scenario. Locations of ticketing machines are not firm and will be established as the design progresses.

Item Number: 2.5 ss

Page: 20

Section: 2.2.4 Fare Collection Equipment

Paragraph: 1

Reference Comment: C4

Reference Resolution/Response: N/A

Change: None required.

Remark: The required number and location of fare collection machines will depend on the chosen method of fare collection and the final platform configuration, both yet to be determined.

Item Number: 2.6

Page: 20

Section: 2.2.4 Fare Collection Equipment

Paragraph: 1

Reference Comment: C1

Reference Resolution/Response: R1

Change: None required.

Remark: C. Blackmer's proposal for fare collection only at the Seattle Center Station will be considered together with other fare collection methods later during the design of the fare collection system.

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WESTLAKE DESIGN CRITERIA - Open Items

Item Number: 2.7

Page: 21
Section: 2.2.5 Kiosk
Paragraph: Entire section

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The kiosk will be clarified later in the design process.

Item Number: 2.8

Pages: 37 & 38
Section: 2.4.2 Project-Specific Baselines
Paragraph: 1

Reference Comment: C1
Reference Resolution/Response: R1

Change: None required.

Remark: RTXL will need to decide whether proposed baselines are acceptable to the Mall project.

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Addendum Items
3.0 Unresolved Issues Requiring Negotiation

Item Number: 3.1

Page: 5
Section: 2.1.2 Platform Area
Paragraph: 4

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The major limitation of a 2800 square foot platform is the lack of queuing space at peak times. The situation of dedicated versus non-dedicated platform area is to be considered by a Rouse reconfiguration investigation for decision at a later date.

Item Number: 3.2

Page: 6
Section: 2.1.2 Platform Area (NEW CRITERIA)
Paragraph: 3

Reference Comment: C2
Reference Resolution/Response: R1, R2 & R3

Change: A concept of "shared usage" has been proposed which will combine dedicated station platform area with non-dedicated Mall atrium queuing space to accommodate the peak capacity demands. Total available area for Monorail Station use will be 4500 square feet with a minimum of 2800 square feet dedicated to station platform. The remaining area (4500 - 2800 = 1700 square feet) will be provided by readily clearable space in the Mall atrium.

Remark: A Monorail usage "trigger-value" should be specified in the Monorail Easement Agreement between Rouse and The City. If Monorail usage exceeds this value then a greater percentage of Mall area would be dedicated for Monorail station platform use. Likewise, if this "trigger-value" is consistently not met over several years then, at Rouse's discretion, some of the Mall space reserved for Monorail queuing could be converted to traditional retail space.

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WESTLAKE DESIGN CRITERIA - Unresolved Issues

Item Number: 3.3

Page: 18
Section: 2.2.2 Circulation (Vertical)
Paragraph: 4

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The shallower than maximum allowed slope of the stairs reflects the use of this stairway as the primary monorail entrance during times when the Mall is closed. The shallower stairs would be easier to climb. If the Mall is open at all times of Monorail operation then these stairs could be as steep as code permits.

Item Number: 3.4

Page: 19
Section: 2.2.3 Entrances and Exits
Paragraph: 3

Reference Comment: C2
Reference Resolution/Response: R1 & R2

Change: None required.

Remark: The Rouse Company will investigate reconfiguring the platform to include an effective entrance/exit of 32 feet between the Monorail platform and the Mall. This reconfiguration must be approved by the City. The non-dedicated platform area will be activated in nonpeak times with kiosks and other festival retailing. The phrase "movable wall-front glazed panels furnished with doors" refers to the segmented, sliding glass doors/walls that are frequently used by retailers in shopping malls. A better name for these units may be "sliding wall front doors". The use of sliding wall front doors would enable the entrance to the Monorail to be opened to its full extent during periods of heavy usage or closed down partially or completely during periods of low usage.

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WESTLAKE DESIGN CRITERIA - Unresolved Issues

Item Number: 2.5

Page: 29

Section: 2.2.13.3 Entrance Doors From Mall

Paragraph: 1

Reference Comment: C2

Reference Resolution/Response: R1 & R2

Change: None required.

Remark: Panic bars operable from the station side will be discussed and resolved later in the design process. ~~Emergency entrance into the Mall must be available at all times during Monorail operation. House should address their security needs in light of this requirement. If exit into the Mall is not available, then a second exit to the street will be needed. Also refer to Item Number 1, 22.~~

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APPENDIX A
REFERENCES

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REFERENCES

Comments:

- C1. TRC Intra-Office Memo from J. Diefenbach to C. Blackmer, dated 11-4-85.
- C2. TRC Intra-Office Memo from C. Blackmer to P. Page, dated 11-5-85.
- C3. Seattle Fire Department Memo from B. L. Hansen, Fire Marshal to Ted Rees, SED, dated 10-28-85.
- C4. Seattle Center Memo from Anne Nelson to Ted Rees, SED, dated 11-12-85.
- C5. Office of Planning memo from Don Carr to Ted Rees, SED, dated 11-15-85.
- C6. Department of Construction and Land Use Memo from Tom Kinsman to Ted Rees, SED, dated 11-18-85.
- C7. TRC Revised (Marked-Up) Copy of the Westlake Station Design Criteria Report, dated 12-4-85.

Responses:

- R1. KE Meeting Notes from November 14, 1985 Meeting with SED, DCD and TRC, dated 11-20-85.
- R2. DCD Meeting Notes from November 14, 1985 Meeting with KE, SED and TRC, dated 12-4-85.
- R3. DCD Letter from David Moseley to Perry Page, TRC, dated 2-28-86.

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APPENDIX B
ERRATA TO
DESIGN CRITERIA REPORT

ADDENDUM NO. 1, PAGE 24

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Raymond Kaiser Engineers

Raymond Kaiser Engineers Inc.
A Raymond International Company
7100 1st Avenue
Seattle, Washington 98104
(206) 424-4000

RKS - 103

October 18, 1985

Mr. Ted Rees, P.E.
Project Manager
Seattle Engineering Department
Room 910, Seattle Municipal Building
600 Fourth Avenue
Seattle, WA 98104

Subject: Revised Sketches to The Westlake Station Design
Criteria Report
Monorail Rehabilitation/Upgrading Project

Ref.: RKS-99, dated 10-14-85

Dear Mr. Rees:

Attached are revised copies of three of the sketches that are part of the Westlake Design Criteria Report. These sketches are pages 9, 11 and 42.

Pages 9 and 11 are revised to reflect an overrun allowance, between the train and the bumper, of 20 feet. The sketches had a distance of 24 feet. The 20 foot dimension is consistent with station and column locations used in the report and with the present overrun allowance being used.

Page 42 is revised to reflect the distance from the end of station platform to the train and first ramp and be consistent with the rest of the report.

We expect that the correction of pages 9 and 11 will be of minimum interest/effect to the House Company. The ramp location from the platform's northern end will be important to the House Company in the design of the platform support structure and slab.

We regret having to correct these sketches, however we believe that we are all best served by making these corrections as soon as possible.

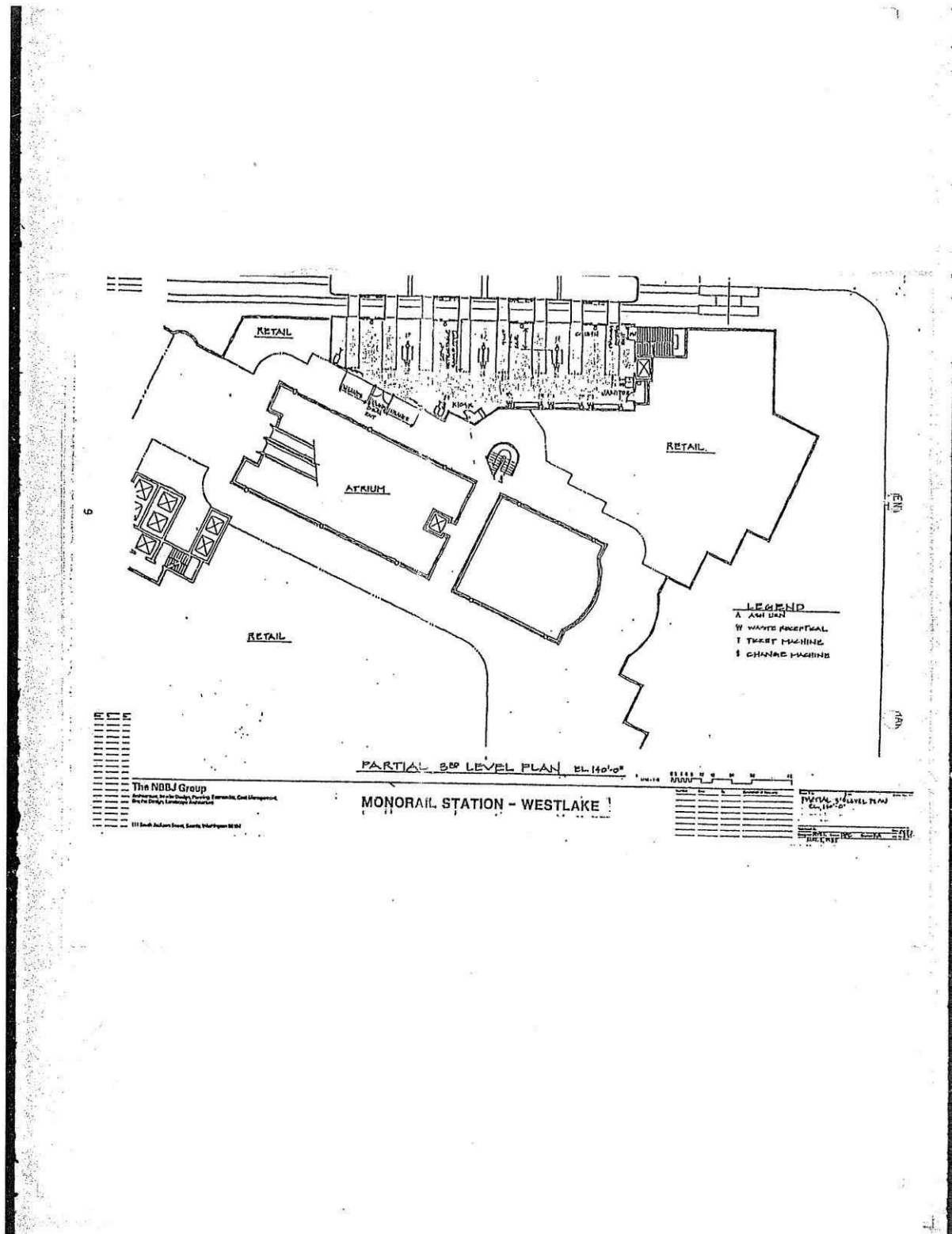
Very truly yours,

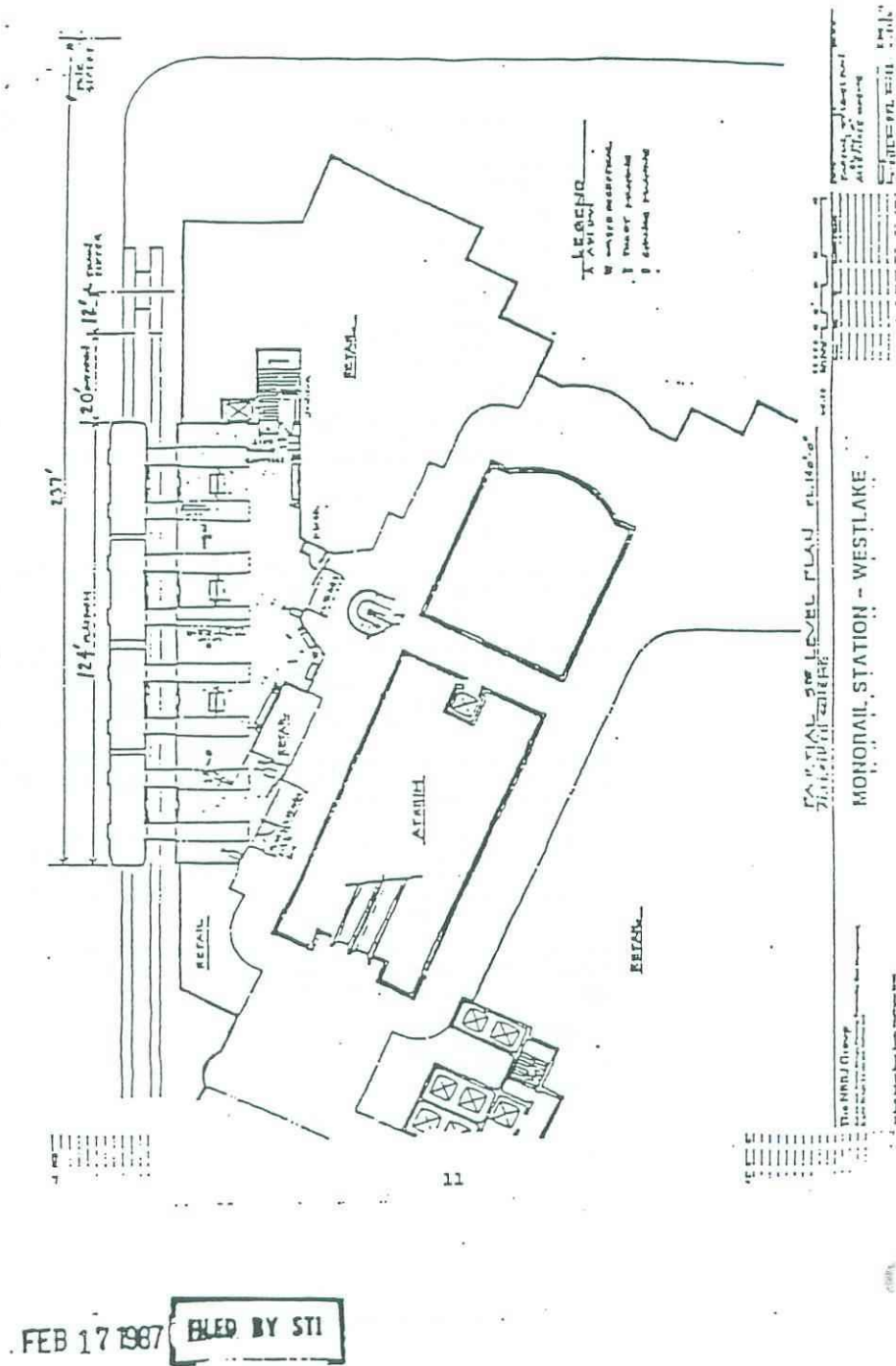
R. M. Link
R. M. Link, P.E.
Project Manager
Monorail Rehabilitation/Upgrading Project

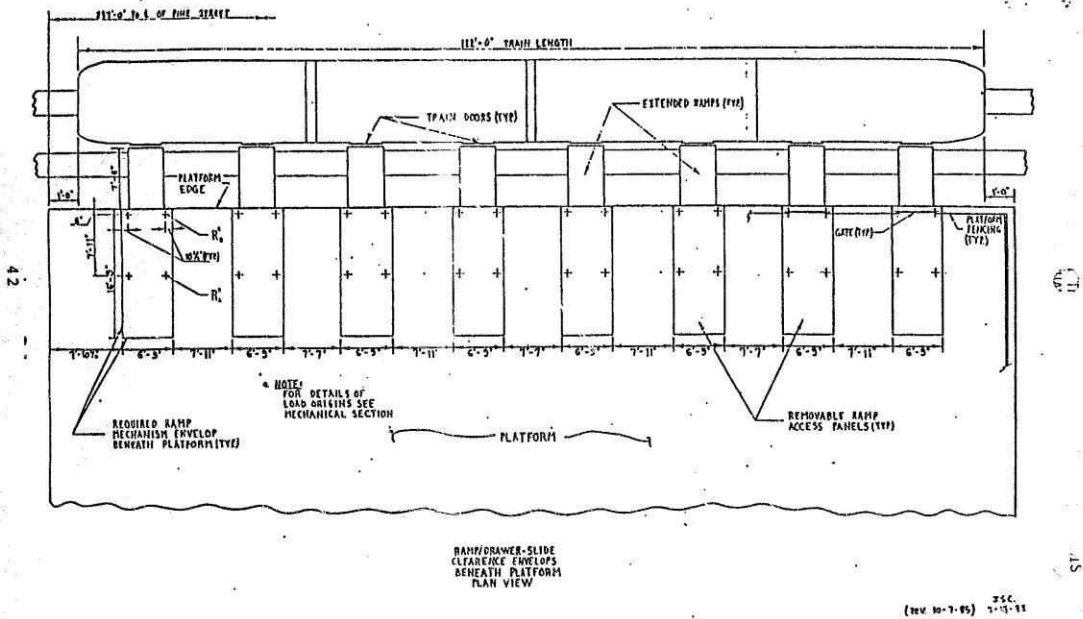
Attachments

FEB 17 1987

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8702170365

ADDENDUM NO. 2
to the
WESTLAKE STATION
DESIGN CRITERIA REPORT

Prepared for: SEATTLE ENGINEERING DEPARTMENT
Submitted by: KAISER ENGINEERS, INC.

FEB 17 1987 FILED BY STI

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WESTLAKE STATION DESIGN CRITERIA
ADDENDUM NO. 2

Background

The City of Seattle entered into an agreement (No. T84-8) with Kaiser Engineers on November 2, 1984 to identify Rehabilitation and Upgrading needs of the existing Seattle Monorail system. Amendment No. 1 called for an Alternatives Analysis to generate and evaluate possible arrangements for the relocated southern terminus (Westlake Station) which is to be integrated into the new Westlake Mall Development. As a result of these analyses, Alternative VII (The George Benson Alternative) was selected.

It was considered practical to have the Mall Developer design the Westlake Station as it is to be an integral part of the Mall. To aid in this design, as part of Supplemental Agreement No. 1, the Westlake Station Design Criteria Report (Task 9.2) was prepared. An errata to the Design Criteria Report was issued and circulated on October 18, 1985. The report provided transit-related station design criteria for use by the Westlake Mall Developer.

The City has decided that the Design Criteria Report is to be a working paper which is to be updated and revised by Kaiser Engineers at significant stages of the Westlake Center project. The updating process is to be accomplished through addenda to the original Westlake Station Design Criteria Report. This Addendum No. 2 is the second update/revision to the original document. It is prepared as part of Task 15.7 of Supplemental Agreement No. 8 and addresses design questions and issues raised since Addendum No. 1 and through the Schematic Design Phase, Revision No. 1 review. Subsequent addenda are expected to be prepared at the end of the Design Development Phase and when Construction Documents are issued.

Addendum Procedure

This addendum is a compilation of Items, each of which is the result of specific or general comments raised by various reviewing parties in response to the Westlake Center Schematic Design, Revision No. 1. These Items are used to document "changes" to the original Design Criteria Report and its subsequent Addenda, to make "remarks" supplying supplemental information to further explain or reiterate a particular part of the criteria or as a combination of the two. "Remarks" are also used to explain how a change is to be incorporated into the original Design Criteria.

Many of the comments pertain to elements in the Schematic Design which were previously addressed in the original

ADDENDUM NO. 2, PAGE 1

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

Design Criteria Report and these comments have generated individual addendum items. Those comments not concerned with a specific section of the Report have been incorporated as addendum items for inclusion in the Design Criteria Report at the locations deemed most appropriate. Some, which address new criteria not in the Report or subsequent addenda, are indicated in the Section reference as "NEW CRITERIA".

Three categories of resolution have been established. Category one, the comment/issue raised has been resolved since the schematic design phase and the solution is agreed to by all (KE, SED, DCD, and TRC). Category two, the comment/issue cannot be resolved at this time with the presently available information or has not yet been addressed in the schematic design. These are open items to be decided on later. Many of these items require action on the part of some party and this action is documented as a "Remark" in the Addendum rather than a "Change" to the Design Criteria. The third category of comment/issue is an unresolved issue requiring negotiation or agreement between the parties involved. For the most part, changes to the Design Criteria are the result of Category One comments, the resolutions to which have been fully discussed and agreed to by all. Item numbers which are followed by two asterisks (**) are thus flagged to identify a change to the Criteria which is recommended by KE and is not considered to be controversial, but has not been formally agreed to by all parties.

The addendum is divided into three groups corresponding to their category. Items within each group are organized in a consecutive manner as they apply to the original Design Criteria Report. Each Item has a unique addendum item number. The units digit of the number reflects the category in which the Item belongs (1.n = resolved, 2.n = open and 3.n = unresolved). The decimal portion is a sequential identifier which numbers the addendum items consecutively within each category. Sources of comments are usually referenced to the Rouse drawing number from which the comment arises. Resolutions and/or responses are referenced by numbers to the references listed in the table in Appendix A.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
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ADDENDUM NO. 2, PAGE 2

Dummy Layout

Below is a dummy layout for addendum items. Material in *italics* are explanations of the type of content found under each heading.

Item Number: *Sequential decimal number within each group of addendum items. Units digit indicates category, decimal portion is sequential identifier. (ss indicates K&E suggested change)*

Page: *Page number reference to the Design Criteria Report.*

Section: *Section number and title from the Design Criteria Report.*

Paragraph: *Paragraph number from the start of the referenced section of the Design Criteria Report.*

Drawing Reference: *References drawing number identifying the source Rouse drawing which generated the need for criteria change, clarification or reiteration.*

Resolution/Response Reference: *Reference number of source document(s) on which the change/comment is based.*

Change: *Proposed revision or addition to the Westlake Station Design Criteria.*

Remark: *Clarification or reiteration of original criteria or explanation of proposed criteria change.*

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ADDENDUM NO. 2, PAGE 3

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Addendum Items
1.0 Resolved Changes/Comments

Item Number: 1.1

Page: 7
Section: 2.1.3 Platform Location (Longitudinally)
Paragraph: 6

Drawing Reference: Sheets 4, 6 & 16
Resolution/Response Reference: R1 & R3

Change: None required.

Remark: The southernmost pier centerline, i.e. the end column, has been established as being 81'-0" north of the centerline intersection of Pine Street and 5th Avenue. (See Page 39 of Criteria, Preliminary Westlake Station Alignment.) South edge of the station platform is to be 113 feet north of the centerline intersection of Pine Street and 5th Avenue.

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Item Number: 1.2

Page: 8
Section: 2.1.3 Platform Location (Vertically)
Paragraph: 1

Drawing Reference: Sheets 4, 6 & 16
Resolution/Response Reference: R1 & R3

Change: The platform finished elevation is determined by the elevation of the third retail level of the Mall Building, i.e. 141.5'.

Remark: Monorail vertical alignment will be revised to accommodate this elevation change. Top of the rail will be 139.25'.

Item Number: 1.3

Page: 13
Section: 2.1.5 Clearance Requirements
Paragraph: 2

Drawing Reference: Sheet 16
Resolution/Response Reference: R3

ADDENDUM NO. 2, PAGE 4

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Change: None required.
Remark: Platform edge to west guidebeam centerline
(horizontal) must be 5'-7". Sheet 16 scales 6'-0".

Item Number: 1.4

Page: 13
Section: 2.1.5 Clearance Requirements
Paragraph: 2

Drawing Reference: Sheet 16
Resolution/Response Reference: R3

Change: None required.

Remark: Top of platform (El. = 141.5) to top of guidebeam
(vertically) must be 2'-3". Sheet 16 scales 2'-0".

Item Number: 1.5

Pages: 14 (Criteria) / 8 (Addendum No. 1)
Section: Sketch of Typical Section / Item Number 1.11
Paragraph: N/A

Drawing Reference: Sheet 17
Resolution/Response Reference: R3

Change: None required.

Remark: Column set backs from the curb should be 18 inches
rather than the approximate 9 inches shown.

Item Number: 1.6

Page: 14
Section: Sketch of Typical Section
Paragraph: N/A

Drawing Reference:
Resolution/Response Reference: R5

Change: See Appendix B for updated dimensions and
clearances.

Remark: Appendix B contains a marked up copy of the
original Design Criteria sketch.

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WESTLAKE DESIGN CRITERIA - Resolution/Changes/Comments

Item Number: 1.7

Page: 17

Section: 2.2.2 Circulation (Vertical)

Paragraph: 1

Drawing Reference:

Resolution/Response Reference: R2

Change: Suggested high-quality materials are stone or terra cotta rather than ceramic tile, concrete or GFRG.

Remark: A sense of real quality for the project should be maintained through the public access between 5th Avenue and the Monorail.

Item Number: 1.8 xx

Page: 18

Section: 2.2.2 Circulation (Vertical)

Paragraph: 4

Drawing Reference: Sheets 3, 4, 5, 6 & 17

Resolution/Response Reference: R3

Change: A security gate should be provided at the base of the stairs leading up to the Monorail platform to prevent unauthorized access after train operating hours.

Remark: None.

Item Number: 1.9 xx

Page: 18

Section: 2.2.2 Circulation (Vertical)

Paragraph: 4

Drawing Reference: Sheets 2, 3, 4, 5, 6, 9, 10, 11, 15 & 17

Resolution/Response Reference: R3

Change: None required.

Remark: Intermediate stair landings are needed at 5 foot intervals to accommodate current 9 foot runs & floor to floor height of 15 feet.

Item Number: 1.10

Page: 23

Section: 2.2.8 Roof Covering

Paragraph: 4

ADDENDUM NO. 2, PAGE 6

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Drawing Reference: Sheets 1, 7, 9, 10, 11, 15 & 17
Resolution/Response Reference: R3

Change: None required.

Remark: Coverage for rain protection should be carried out at least to one (1) foot over the train door entrances for the East Train.

Item Number: 1.11 xx

Page: 25

Section: 2.2.11 Electrical and Automatic Train Protection Vaults

Paragraph: 1

Drawing Reference:
Resolution/Response Reference: R1

Change: Two (2) egress connections are required from the lower concourse level retail to the Monorail underground electrical vault.

Remark: None.

Item Number: 1.12 xx

Page: 29

Section: 2.2.13.3 Entrance (and Exit) Doors from Mall

Paragraph: 2

Drawing Reference:
Resolution/Response Reference: R3

Change: Entrance and exit doors should swing 180 degrees so as not to obstruct the pedestrian flows, especially at the two (2) entries to the north.

Remark: The present 90 degree swing appears particularly impeding.

Item Number: 1.13

Page: 30

Section: 2.2.13.5 Roof Support Structure

Paragraph: 1

Drawing Reference: Sheets 3, 4, 5, 6, 10 & 17 (5th Ave. Elev.)

Resolution/Response Reference: R3

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WESTLAKE DESIGN CRITERIA - Resolved Changes Comments

Change: Column locations must be coordinated with the ramp mechanism envelopes within the platform to avoid any conflict between the two.

Remark: 3rd & 4th columns from the south currently conflict with the Monorail ramps.

Item Number: 1.14

Page: 34

Section: 2.3.4 Guideway Support Structure - Support Bents
(NEW CRITERIA)

Paragraph: 4

Drawing Reference: None.

Resolution/Response Reference: R1

Change: Column dimensions will be typically 4'-0" square for maximum bent spacing (87 feet) and maximum column height (30 feet). Any additional decorative cladding application to the piers should be considered a thickness increase to the nominal 4 foot column width.

Remark: Delete existing paragraph 4 and replace with above changes.

Item Number: 1.15

Page: 64

Section: 2.7.5 General Lighting Criteria

Paragraph: 3

Drawing Reference:

Resolution/Response Reference: R2

Change: Natural lighting shall be provided whenever possible.

Remark: None.

IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Addendum Items
2.0 Open Items Requiring Additional Information

Item Number: 2.1

Page: 20
Section: 2.2.4 Fare Collection
Paragraph: 1

Drawing Reference:
Resolution/Response Reference: R4

Change: Machines shall be located adjacent to platform entrance doors and out of anticipated pedestrian flow lanes. At least one will need to be available for use when the Mall is closed.

Remark: KE, Seattle Center and TRC need to coordinate efforts and needs in this area as criteria for these machines becomes available.

Item Number: 2.2

Page: 21
Section: 2.2.5 Kiosk
Paragraph: 3

Drawing Reference:
Resolution/Response Reference: R3 & R4

Change: Floor space for the kiosk on the station platform shall be in addition to the 2800 square feet of dedicated platform queing area.

Remark: Provision for the station kiosk should be included at this point in the design and it shall be clearly shown that platform area does not include kiosk.

Item Number: 2.3

Page: 23
Section: 2.2.8 Roof Covering
Paragraph: 4

Drawing Reference: Sheets 1, 7, 9, 10, 11, 16 & 17
Resolution/Response Reference: R3

Change: None required.

Remark: Drainage for the cantilevered roofing out over the

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WESTLAKE DESIGN CRITERIA - Open Items

trains should be carried back to within the building property line.

Item Number: 2.4

Page: 23

Section: 2.2.8 Roof Covering

Paragraph: 4

Drawing Reference: Sheets 1, 7, 9, 10, 11, 16 & 17

Resolution/Response Reference: R3

Change: None required.

Remark: Prevention of pigeon habitation must be considered.

Item Number: 2.5

Page: 23

Section: 2.2.8 Roof Covering

Paragraph: 4

Drawing Reference: Sheets 1, 7, 9, 10, 11, 16 & 17

Resolution/Response Reference: R3

Change: None required.

Remark: Design should address method of ventilation, mechanical or natural, at the top of the roof cavity to eliminate smoke accumulation.

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ADDENDUM NO. 2, PAGE 10

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Addendum Items
3.0 Unresolved Issues Requiring Negotiation

Item Number: 3.1

Page: 1
Section: 1.1 Background (NEW CRITERIA)
Paragraph: 4

Drawing Reference: None.
Resolution/Response Reference: R1

Change: It has also been proposed that the Mall Developer Construction Contractor build the Monorail piers, footings (5 locations) and the underground electrical vault.

Remark: None.

Item Number: 3.2

Page: 17
Section: 2.2.2 Circulation (Vertical)
Paragraph: 2

Drawing Reference: Sheet 17
Resolution/Response Reference: R4

Change: The Fifth Avenue entrance needs a more visible presence to constitute a public access and egress from the street. The Monorail is to be a public amenity and should be treated as one. The portal should be very visible, bright attractive and inviting.

Remark: The currently designed firestair and elevator door do not satisfy the above criteria.

Item Number: 3.3

Page: 17
Section: 2.2.2 Circulation (Vertical) (NEW CRITERIA)
Paragraph: 2

Drawing Reference: Sheets 2, 3, 4, 5, 6, 9, 10, 11, 15 & 17
Resolution/Response Reference: R3

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WESTLAKE DESIGN CRITERIA - Unresolved Issues

Change: The Fifth Avenue level elevator landing should be set back within the building property line to act as a transitional space for elevator passengers off the limited sidewalk area.

Remark: The proposed set-back would also alleviate the need for front and rear opening elevator doors.

Item Number: 3.4

Page: 18
Section: 2.2.2 Circulation (Vertical)
Paragraph: 4

Drawing Reference:
Resolution/Response Reference: R3

Change: None required.

Remark: Stair width of 5'-6" is minimum for Monorail direct entrances only. Use of stairwell for emergency exiting from second level retail should be considered as additional.

Item Number: 3.5

Page: 18
Section: 2.2.2 Circulation (Vertical)
Paragraph: 4

Drawing Reference:
Resolution/Response Reference: R3

Change: None required.

Remark: scaled slope is 0.8 (rise/run). Kaiser recommends 1.5 slope. Maximum UBC/SEC is 0.75.

Item Number: 3.6

Page: 19
Section: 2.2.3 Entrances and Exits
Paragraph: 5

Drawing Reference: Sheets 3, 4, 5, 6 & 17
Resolution/Response Reference: R3 & R4

Change: None required.

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WESTLAKE DESIGN CRITERIA - Unresolved Issues

Remark: Current design shows 10 feet of doorway space (about 28 feet clear). Criteria calls for 32 feet of clear space. The clear travelway is needed for passenger flows.

Item Number: 3.7

Page: 22
Section: 2.2.7 Janitor's Closet
Paragraph: 1

Drawing Reference: Sheets 3 & 6
Resolution/Response Reference: R3 & R4

Change: Floor space for a janitor's closet shall not be included within the 2800 square feet of dedicated platform queuing area.

Remark: Provision for a janitor's closet should be included at this point in the design and it shall be clearly shown that its floor area is additional to the 2800 square feet of station platform area.

Item Number: 3.8

Page: 19 (Addendum No. 1)
Section: Item Number 3.2
Paragraph: N/A

Drawing Reference:
Resolution/Response Reference: R4

Change: Permanent specialty kiosks should not be located within the non-dedicated Mall atrium queuing space. They will impede pedestrian traffic flows.

Remark: Peak crowds will require the entire queuing area. Movement around these kiosks would be particularly difficult for wheelchairs and people on crutches.

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APPENDIX A
REFERENCES

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RESPONSE REFERENCES

- R1. RTKL Meeting Notes from 3 April 1986 Meeting with
KE, Tudor Eng. Co., DCD and EED, dated 4-10-86.
- R2. DCD Memo from Rebecca Barnes to David Moseley
(DCD), Review Comments from 19 May 1986 Meeting,
dated 5-27-86.
- R3. IE Drawing Review Comments, RKS-173, dated 6-2-86.
- R4. DCD Letter from David Moseley to Perry Page (TRC),
dated 5-30-86.
- R5. Tudor Revised Sketch of Typical Cross-Section thru
Station, revised 10-1-86.

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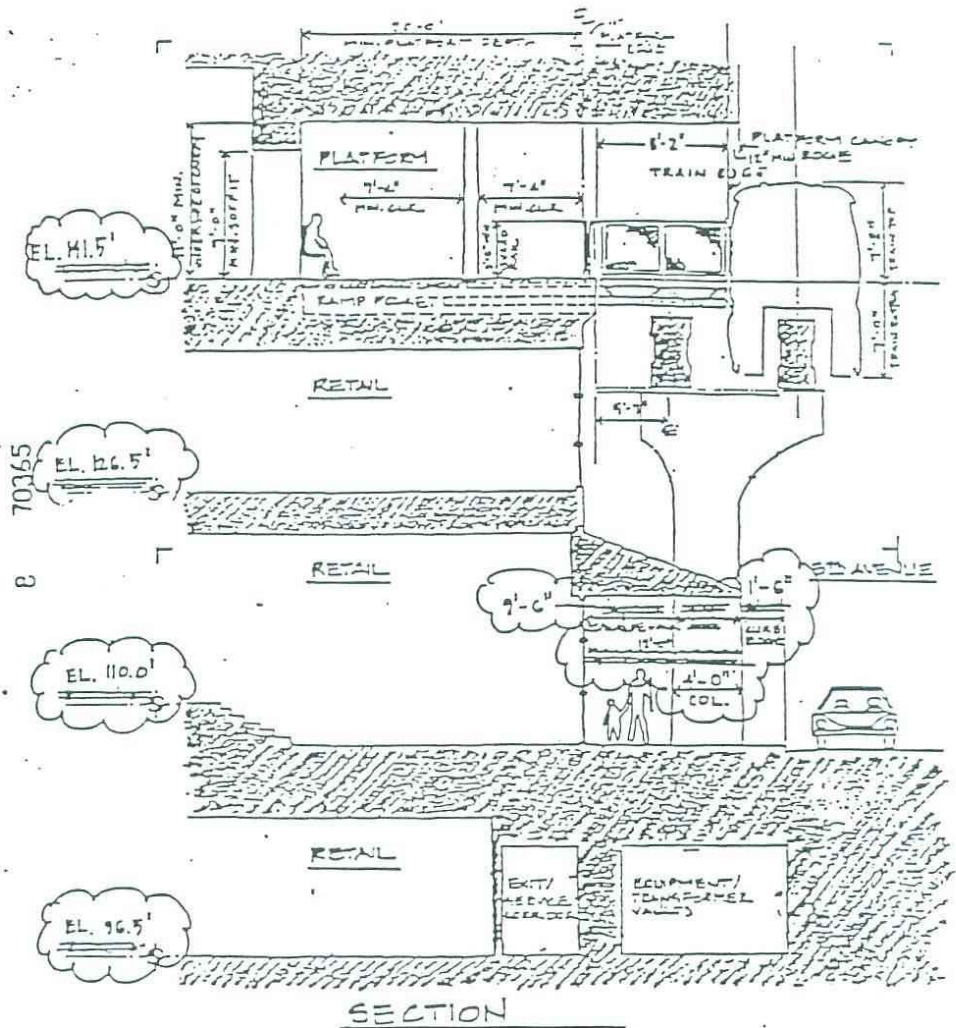
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APPENDIX B

SKETCH OF TYPICAL SECTION
REVISION NUMBER 1

ADDENDUM NO. 2, PAGE 16

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The NBBJ Group MONORAIL STATION
WESTLAKE

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12.22.86
NTS.

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ADDENDUM NO. 3
to the
WESTLAKE STATION
DESIGN CRITERIA REPORT

Prepared for: SEATTLE ENGINEERING DEPARTMENT
Submitted by: KAISER ENGINEERS, INC.

FEB 17 1987

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WESTLAKE STATION DESIGN CRITERIA
ADDENDUM NO. 3

Background

The City of Seattle entered into an agreement (No. TB4-B) with Kaiser Engineers on November 2, 1984 to identify Rehabilitation and Upgrading needs of the existing Seattle Monorail system. Amendment No. 1 called for an Alternatives Analysis to generate and evaluate possible arrangements for the relocated southern terminus (Westlake Station) which is to be integrated into the new Westlake Mall Development. As a result of these analyses, Alternative VII (The George Benson Alternative) was selected.

It was considered practical to have the Mall Developer design the Westlake Station as it is to be an integral part of the Mall. To aid in this design, as part of Supplemental Agreement No. 1, the Westlake Station Design Criteria Report (Task 9.2) was prepared. An errata to the Design Criteria Report was issued and circulated on October 18, 1985. The report provided transit-related station design criteria for use by the Westlake Mall Developer.

The City has decided that the Design Criteria Report is to be a working paper which is to be updated and revised by Kaiser Engineers at significant stages of the Westlake Center project. The updating process is to be accomplished through addenda to the original Westlake Station Design Criteria Report. This Addendum No. 3 is the third update/revision to the original document. It is prepared as part of Task 15.7 of Supplemental Agreement No. 8 and addresses design questions and issues raised since Addendum No. 2 and through the Design Development Phase review ending 18 December 1986. A final addendum is expected to be prepared when Construction Documents are issued.

Addendum Procedure

This addendum is a compilation of Items, each of which is the result of specific or general comments raised by various reviewing parties in response to the Westlake Center Design Development submittal. These Items are used to document "changes" to the original Design Criteria Report and its subsequent Addenda, to make "remarks" supplying supplemental information to further explain or reiterate a particular part of the criteria or as a combination of the two. "Remarks" are also used to explain how a change is to be incorporated into the original Design Criteria.

Many of the comments pertain to elements in the Design Development which were previously addressed in the original Design Criteria Report and these comments have generated

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individual addendum items. Those comments not concerned with a specific section of the Report have been incorporated as addendum items for inclusion in the Design Criteria Report at the locations deemed most appropriate. Some, which address new criteria not in the Report or subsequent addenda, are indicated in the Section reference as "NEW CRITERIA".

Three categories of resolution have been established. Category one, the comment/issue raised has been resolved since the design development phase and the solution is agreed to by all (IE, SED, DCD, and TRC). Category two, the comment/issue cannot be resolved at this time with the presently available information or has not yet been addressed in the design development. These are open items to be decided on later. Many of these items require action on the part of some party and this action is documented as a "Remark" in the Addendum rather than a "Change" to the Design Criteria. The third category of comment/issue is an unresolved issue requiring negotiation or agreement between the parties involved. For the most part, changes to the Design Criteria are the result of Category One comments, the resolutions to which have been fully discussed and agreed to by all. Item numbers which are followed by two asterisks (**) are thus flagged to identify a change to the Criteria which is recommended by IE and is not considered to be controversial, but has not been formally agreed to by all parties.

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ADDENDUM NO. 3. PAGE 2

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Dummy Layout

Below is a dummy layout for addendum items. Material in *italics* are explanations of the type of content found under each heading.

Item Number: *Sequential decimal number within each group of addendum items. Units digit indicates category, decimal portion is sequential identifier. (** indicates KI suggested change)*

Page: *Page number reference to the Design Criteria Report.*

Section: *Section number and title from the Design Criteria Report.*

Paragraph: *Paragraph number from the start of the referenced section of the Design Criteria Report.*

Drawing Reference: *References drawing number identifying the source Rouse drawing which generated the need for criteria change, clarification or reiteration.*

Resolution/Response Reference: *Reference number of source document(s) on which the change/comment is based.*

Change: *Proposed revision or addition to the Westlake Station Design Criteria.*

Remark: *Clarification or reiteration of original criteria or explanation of proposed criteria change.*

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ADDENDUM NO. 3, PAGE 3

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Addendum Items
1.0 Resolved Changes/Comments

Item Number: 1.1

Page: 17

Section: 2.2.2 Circulation (Horizontal)

Paragraph: 1

Drawing Reference: 30.06, 30.07, 30.08 & 30.09

Resolution/Response Reference: R1

Change: None required.

Remark: The additional fixed retail area added in the middle of the platform lengthens the path from the primary vertical circulation (Mall escalators) to the Monorail platform entrances.

Item Number: 1.2 ss

Page: 17

Section: 2.2.2 Circulation (Vertical)

Paragraph: 2

Drawing Reference: 30.06, 30.07, 30.08 & 30.09

Resolution/Response Reference: R1

Change: Station-dedicated vertical circulation off Fifth Avenue should be made as distinguishable as possible from the rest of the building elevation.

Remark: Elimination of the last section of platform sheltering canopy detracts from the stairs expression of vertical circulation.

Item Number: 1.3 ss

Page: 17

Section: 2.2.2 Circulation (Vertical)

Paragraph: 2

Drawing Reference: 30.09

Resolution/Response Reference: R2

Change: The elevator need not stop on the second floor level.

Remark: None.

ADDENDUM NO. 3, PAGE 4

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WESTLAKE DESIGN CRITERIA - Resolved Comments

Item Number: 1.4

Page: 17
Section: 2.2.2 Circulation (Vertical)
Paragraph: 3

Drawing Reference: 30.09
Resolution/Response Reference: R2

Change: None required.

Remark: The elevator capacity should be indicated, 3000 pounds is recommended.

Item Number: 1.5

Page: 21
Section: 2.2.5 Kiosk (NEW CRITERIA)
Paragraph: N/A

Drawing Reference: None.
Resolution/Response Reference: R3

Change: See Appendix B for IE letter to John Diefenbach transmitting expanded kiosk design criteria.

Remark: Kiosk criteria stated in the letter should expand upon or supersede that previously published in the original Design Criteria Report.

Item Number: 1.6

Page: 21
Section: 2.2.5 Kiosk (NEW CRITERIA)
Paragraph: 1

Drawing Reference: None.
Resolution/Response Reference: R4

Change: The kiosk design should consider its intended use as a place to locate required equipment and to provide limited material storage. ~~The kiosk should not be considered an office for platform attendants to remain in.~~

Remark: None.

Item Number: 1.7

Page: 21
Section: 2.2.5 Kiosk (NEW CRITERIA)

ADDENDUM NO. 3, PAGE 5

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WESTLAKE CENTER CRITERIA - Resolutions Comments/Comments

Paragraph: 1

Drawing Reference: None.

Resolution/Response Reference: R4

Changes: (a) Ventilation and tempered air shall be provided from the Mall even when the Mall is closed. Separate control of heating will not be required.

(b) The pass through hole needs to be secureable.

Remarks: None.

Item Number: 1.8

Page: 23

Section: 2.2.8 Roof Covering (NEW CRITERIA)

Paragraph: 4

Drawing Reference: 30.06, 30.07, 30.08 & 30.09

Resolution/Response Reference: R1

Change: Platform roof canopy should extend south to shelter the Fifth Avenue entrance stairwell/elevator landing.

Remark: Vertical circulation from Fifth Avenue to the Monorail platform needs to be perceived as part of the platform as a whole.

Item Number: 1.9 xx

Page: 25 (Criteria) / 5 (Addendum No. 2)

Section: 2.2.11 Electrical and Automatic Train Protection Vaults / Item Number 1.6, App. B

Paragraph: 1

Drawing Reference: 32.08

Resolution/Response Reference: None.

Change: Delete the following, "The floor of the vaults will align with the floor elevation of the lower shopping mall and the METRO tunnel mezzanine."

Remark: Changes in the Westlake Center concourse elevation and the METRO tunnel mezzanine elevation (see Addendum No. 2) result in the floor elevation of the vaults being below the Westlake Center concourse floor elevation.

ADDENDUM NO. 3, PAGE 6

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Item Number: 1.10 **

Page: 25 Criteria / B (Addendum No. 2)
Section: 2.2.11 Electrical and Automatic Train Protection
Vaults / Item Number 1.11
Paragraph: N/A

Drawing Reference: 30.06
Resolution/Response Reference: None.

Change: Three (3) egress connections are required from the Monorail underground electrical vault to the lower concourse level retail.

Remark: Delete Addendum No. 2, Item Number 1.11

Item Number: 1.11 **

Page: 29
Section: 2.2.13.3 Entrance (and Exit) Doors from Mall
Paragraph: 1

Drawing Reference: 30.09
Resolution/Response Reference: R1

Change: ~~All emergency exit doors should swing in the direction of emergency egress.~~

~~Remark: Doors located at the north end of the Platform should swing out into the Mall.~~

Item Number: 1.12

Page: 29
Section: 2.2.13.3 Entrance (and Exit) Doors from Mall
Paragraph: 1

Drawing Reference: 30.09
Resolution/Response Reference: R2

Change: None required.

Remark: A third pair of swinging doors previously shown in the schematic design would satisfy the clear entrance/exit requirements.

Item Number: 1.13

Page: 30
Section: 2.2.13.5 Roof Support Structure (NEW CRITERIA)
Paragraph: 3

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WESTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Drawing Reference: 33.03
Resolution/Response Reference: R1

Change: Roofing support columns located on the platform shall not provide for unintended trash collection.

Remark: Current cruciform shape of the column near the midpoint of the platform would create a problem.

Item Number: 1.14 **

Page: 40
Section: 2.5.1 Passenger Boarding Ramp Operation/Mechanical
Paragraph: 2

Drawing Reference: 33.03
Resolution/Response Reference: R1 & R2

Change: The panels should be comprised of several individual panels to facilitate removal. One of these panels will need to be hinged and have a spring or counterweight assist to be readily operable by one person.

Remark: None.

Item Number: 1.15

Page: 67
Section: 2.7.5 General Lighting Criteria (NEW CRITERIA)
Paragraph: 1

Drawing Reference: None.
Resolution/Response Reference: R5

Change: The lighting system shall be controlled from the Mall's light panel, but a separate timer control will be used such that the platform's lighting can be controlled separately from the Mall's in the event that the Monorail operation does not coincide with the Mall's open hours.

Remark: None.

Item Number: 1.16

Page: 68
Section: 2.7.6 Specific Lighting Requirements By Area (NEW CRITERIA)
Paragraph: 8

ADDENDUM NO. 3, PAGE 8

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WISTLAKE DESIGN CRITERIA - Resolved Changes/Comments

Drawing Reference: 33.03
Resolution/Response Reference: R1 & R2

Change: Light fixtures at the platform edge shall be at least 8'-3" clear above the platform finished elevation to allow for possible future modifications to the trains' ventilation systems.

Remark: None.

Item Number: 1.17

Page: 4 (Addendum No. 2)
Section: Item Number 1.1
Paragraph: N/A

Drawing Reference: 30.09
Resolution/Response Reference: R2

Change: None required.

Remark: End column number 64 is shown about 5 feet too far south.

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ADDENDUM NO. 3, PAGE 9

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Addendum Items
2.0 Open Items Requiring Additional Information

Item Number: 2.1

Page: 20
Section: 2.2.4 Fare Collection Equipment
Paragraph: 1

Drawing Reference: 30.06, 30.07, 30.08 & 30.09
Resolution/Response Reference: R1

Change: None required.

Remark: Provisions for fare collection not included, but should be included in the design at this point.

Item Number: 2.2

Page: 20
Section: 2.2.4 Fare Collection Equipment
Paragraph: 1

Drawing Reference: 30.09
Resolution/Response Reference: R2

Change: None required.

Remark: Before electrical plans are completed information will be available indicating ticket and change machine locations. This will be needed for electrical conduiting and stub outs.

Item Number: 2.3

Page: 20
Section: 2.2.5 Public Address System
Paragraph: 1

Drawing Reference: 30.06, 30.07, 30.08 & 30.09
Resolution/Response Reference: R1

Change: None required.

Remark: Provisions for the audio system should be included at this point in the design.

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WESTLAKE DESIGN CENTER - Open Area

Item Number: 2.4

Page: 21
Section: 2.2.6 Kiosk
Paragraph: 3

Drawing Reference: 30.09
Resolution/Response Reference: R1

Change: None required.

Remark: Total area for the kiosk is being evaluated as to the amount of space required by the equipment and personnel.

Item Number: 2.5

Page: 23
Section: 2.2.9 Seating and Other Station Furniture
Paragraph: 1

Drawing Reference: 30.06, 30.07, 30.08 & 30.09
Resolution/Response Reference: R1

Change: None required.

Remark: Station platform amenities should be included in the design at this time, especially locational information.

Item Number: 2.6

Page: 24
Section: 2.2.10 Typical Barricades
Paragraph: 1

Drawing Reference: 33.03
Resolution/Response Reference: R1 & R2

Change: (a) In order to maximize the visibility...cannot pass through any opening.
(b) In order to maximize the visibility of the platform from the surroundings, a transparent panelized design is recommended. The material choice and design concept should remain consistent with the vocabulary of the rest of the Westlake Center.

Remark: Delete (a) and replace with (b). Solid panels are needed to prevent trapping fingers, etc. at the sliding gates.

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WESTLAKE DESIGN CRITERIA - Open Items

Item Number: 2.7

Page: 25
Section: 2.2.12 Graphic Design
Paragraph: N/A

Drawing Reference: 30.06, 30.07, 30.08 & 30.09
Resolution/Response Reference: R1

Change: None required.

Remark: Major signage locations have not been indicated but should be included at this point in the design.

Item Number: 2.8

Page: 20 (Addendum No. 1)
Section: Item Number 3.4
Paragraph: N/A

Drawing Reference: 30.06, 30.07, 30.08 & 30.09
Resolution/Response Reference: R1

Change: None required.

Remark: The advantageous sliding wall front doors previously indicated have been replaced with swinging doors. Effective clear width for doorways will not effectively clear the platform during peak flows, 32' of effective entrance/exit is needed.

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ADDENDUM NO. 1, PAGE 12

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Addendum Items
3.0 Unresolved Issues Requiring Negotiation

Item Number: 3.1

Page: 17
Section: 2.2.2 Circulation (Vertical)
Paragraph: 4

Drawing Reference: 30.06, 30.07, 30.08 & 30.09
Resolution/Response Reference: R1 & R6

Change: None required.

Remark: Stair slope of 7 and 1/2 inch rise in a 10 inch run
is still too steep and uncomfortably proportioned.

Item Number: 3.2

Page: 12 (Addendum No. 2)
Section: Item Number 3.2
Paragraph: N/A

Drawing Reference:
Resolution/Response Reference: R2 & R6

Change: None required.

Remark: Entrance to stairwell and elevator at Fifth Avenue
still needs to be enhanced with a greater public
identity.

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APPENDIX A
REFERENCES

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ADDENDUM NO. 3, PAGE 14

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RESPONSE REFERENCES

- R1. KE Drawing Review Comments, RKS - 215, dated 10-5-86.
- R2. DCD Letter from David Moseley to Perry Page (TRC), dated 10-8-86.
- R3. KE Letter to J. Diefenbach (TRC), Kiosk Design Criteria, dated 10-22-86.
- R4. KE Letter to P. Frederick (SED), Kiosk Design Criteria Responses, RKS - 221, dated 11-14-86.
- R5. KE Meeting Notes from 25 August 1986 Meeting with TRC and others, dated 12-8-86.
- R6. KE Meeting Notes from 17 December 1986 Meeting with TRC, SED, DCD, Seattle Center and KE, dated 12-18-86.

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APPENDIX B
SUPPLEMENTAL KIOSK CRITERIA

ADDENDUM NO. 3, PAGE 16

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