	Bob Hennessey/Brian Goodnight SPU ST ORD D2
1	CITY OF SEATTLE
2	ORDINANCE 126851
3	COUNCIL BILL <u>120598</u>
4 5 6 7 8 9 10	AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities, or designee, to execute an agreement between Seattle Public Utilities and the Central Puget Sound Regional Transit Authority for the ownership, operation and maintenance of stormwater facilities located at 136 NE 115th Street, in Seattle; and ratifying and confirming certain prior acts.
11	WHEREAS, the Sound Transit Board of Directors adopted Resolution 2015-05, selecting the
12	route, profile, and stations for the Lynnwood Link Light Rail Extension Project (Project);
13	and
14	WHEREAS, Sound Transit and Seattle Public Utilities (Parties) coordinated design development
15	and identified the facilities that will be designed and constructed by Sound Transit as part
16	of the Project; and
17	WHEREAS, to minimize costs of constructing drainage infrastructure only in the Seattle right-of-
18	way, the Parties identified design alternatives allowing certain Seattle Public Utilities
19	stormwater management facilities to be constructed and placed both within the Seattle
20	right-of-way and in property owned or leased by Sound Transit; and
21	WHEREAS, the preferred design alternative increases the impervious area on a private parcel
22	(King County Tax Parcel Number 641160-0240) that triggers water quality and flow
23	control requirements, which necessitate a drainage connection to the commingled storm
24	conveyance system; and
25	WHEREAS, this design alternative streamlines stormwater conveyance and minimizes
26	construction within a congested underground Seattle right-of-way, resulting in minimized
27	costs and disruption to nearby residents; and

4

WHEREAS, it is in the public interest for the Parties to enter into an agreement regarding the ownership, operation and maintenance of stormwater facilities located at 136 NE 115th Street to support the Project; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The General Manager and Chief Executive Officer of Seattle Public Utilities, or
designee, is authorized to execute, for and on behalf of The City of Seattle, the agreement between
Seattle Public Utilities and the Central Puget Sound Regional Transit Authority for the ownership,
operation and maintenance of stormwater facilities located at 136 NE 115th Street in Seattle,
attached to this ordinance as Attachment 1.
Section 2. Any act consistent with the authority of this ordinance taken after its passage and

Section 2. Any act consistent with the authority of this ordinance taken after its passage
prior to its effective date is ratified and confirmed.

Bob Hennessey/Brian Goodnight SPU ST ORD

	D2
1	Section 3. This ordinance shall take effect and be in force 30 days after its approval by the
2	Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall
3	take effect as provided by Seattle Municipal Code Section 1.04.020.
4	Passed by the City Council the 27th day of June , 2023, and
5	signed by me in open session in authentication of its passage this 27th day of
6	, 2023.
7 8	Debara Juney President of the City Council
9	Approved / \Box returned unsigned / \Box vetoed this <u>30th</u> day of June , 2023.
10	Bruce Q. Hanell
11	Bruce A. Harrell, Mayor
12	Filed by me this 30th day of June, 2023.
13	be De
14	Scheereen Dedman, City Clerk
15	(Seal)
16	
17 18 19	Attachments: Attachment 1 – Ownership, Operation and Maintenance Agreement Between Seattle Public Utilities and the Central Puget Sound Regional Transit Authority for Stormwater Facilities

OWNERSHIP, OPERATION, AND MAINTENANCE AGREEMENT BETWEEN SEATTLE PUBLIC UTILITIES AND THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY FOR STORMWATER FACILITIES

This Ownership, Operation, and Maintenance Agreement ("Agreement") is entered into by and between the City of Seattle, a municipal corporation of the State of Washington, by and through its department of Seattle Public Utilities ("SPU" or the "City") and the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority ("Sound Transit"). For and in consideration of the mutual covenants contained herein, the City and Sound Transit (referred to herein individually as a "Party" and collectively as the "Parties") do hereby agree as follows:

RECITALS

- A. The City is a first class charter city under the laws of the State of Washington, with authority to enact laws and enter into agreements to promote the health, safety, and welfare of its citizens and for other lawful purposes.
- B. Sound Transit is a regional transit authority created pursuant to Chapters 81.104 and 81.112 RCW with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish counties.
- C. The Sound Transit Board of Directors adopted Resolution 2015-05, selecting the route, profile, and stations for the Lynnwood Link Light Rail Extension ("LLE") project on April 23, 2015 (the "Alignment Resolution").
- D. Sound Transit's LLE L200 Contract provides for the construction of 4.9 miles of light rail transit guideway which includes approximately 2 miles of construction that takes place within the City of Seattle, generally located adjacent to the east of Interstate 5 (I-5) from the northern limits of the Northgate Link Station elevated guideway to the north city limits of the City of Seattle at NE 145th Street. For the purposes of this Agreement, the term "Project" refers to that portion of Sound Transit's LLE project located within the City of Seattle, including any required mitigation.
- E. The topography adjacent to the Project along 3rd Ave NE from NE 117th St to NE 120th St, as well as the hydraulic grade lines of the drainage in this area west of 5th Ave, would have required the installation of new and upsizing of existing storm drainpipes in this City of Seattle street right-of-way ("Seattle ROW") in order to carry flows to the east and south down 5th Ave.
- F. In an effort to minimize costs of constructing drainage infrastructure only in Seattle ROW, the Parties identified design alternatives allowing certain SPU stormwater management facilities to be constructed and placed both within Seattle ROW and in property owned or leased by Sound Transit. The Project also increased the impervious

area on a private parcel (King County Tax Parcel Number 641160-0240) that triggered water quality and flow control requirements, which necessitated a drainage connection to the commingled storm conveyance system. This design alternative streamlines stormwater conveyance and minimizes construction within a congested underground Seattle ROW, resulting in minimized costs and disruption to nearby residents.

- G. By letter dated January 26, 2021, the Parties agreed to execute a written agreement that would formally detail operation, maintenance, and financial responsibilities of these stormwater facilities. This letter was titled the Lynnwood Link Extension Letter of Concurrence (the "LOC").
- H. The City, through its Seattle Department of Transportation ("SDOT"), conditionally granted Sound Transit permission to perform specific work under that certain Project Construction Permit for LLE Light Rail Contract L200, under SDOT Street Use Permit No. 307808 on March 10, 2021 (the "Permit").
- I. The Permit required that a future operation and maintenance agreement between the Parties for stormwater facilities as described in the LOC be executed prior to February 22, 2022, or as otherwise agreed by both the City and Sound Transit.

NOW, THEREFORE, in consideration of the recitals, terms, conditions, and covenants contained herein, the Parties agree as follows:

AGREEMENT

1.0 GENERAL

- 1.1 <u>Purpose.</u> Sound Transit and the City have coordinated during the development of the design of the Project and have identified the facilities that will be designed and constructed by Sound Transit as part of the Project for the benefit of both Parties. The facilities include detention pipes, ponds, and vaults; bio-retention cells; and maintenance holes, pipes, culverts, catch basins and ditches as designated in the drawings in the attached Exhibit A (the "Facilities"). The purpose of this Agreement is to identify and define the Parties' responsibilities with respect to the ownership, operation, and maintenance of the Facilities.
- 1.2 This Agreement does not address or change ownership, operation, or maintenance responsibilities associated with existing agreements between the Parties, WSDOT or private parties, nor does it impact any separate agreement between Sound Transit and WSDOT or between Sound Transit and private parties. Facilities constructed and placed in WSDOT property or WSDOT right-of-way that are not owned by or leased to Sound Transit are explicitly not part of this Agreement.

2.0 OWNERSHIP, OPERATION, & MAINTENANCE OF STORMWATER FACILITIES

- 2.1 <u>Responsibility for the Facilities.</u> Except as provided otherwise in this Section 2, each Party will own and be responsible for performing all operations, proper function, maintenance, repair, and replacement, and all related costs for their respective Facilities, as identified in Exhibit A, including, but not limited to stormwater collection and conveyance, landscaping, trash, safety, liability for accidents, and prohibited discharges.
 - 2.1.1 <u>Drainage Facility 2D.</u> The Parties have identified a bio-retention facility owned by SPU, identified as Drainage Facility 2D, located at 136 NE 115th Street on Sound Transit-owned property. Sound Transit agrees to grant SPU an easement to operate, maintain, and access Drainage Facility 2D, which shall be in substantially the same form as Exhibit B. Sound Transit shall grant this easement no later than 90 days prior to the beginning of the plant establishment period.
 - 2.1.1.1 The Parties agree to jointly create the planting plan and coordinated maintenance plan for Drainage Facility 2D. The coordinated maintenance plan will address practices to ensure each Party's maintenance activities support are not detrimental to the other Party's maintenance activities.
 - 2.1.1.2 Sound Transit will retain responsibility for plantings within Drainage Facility 2D during an initial 3-year plant establishment and will coordinate with SPU to inspect the plantings on an annual basis during the 3-year period to assess and ensure functionality and compatibility with Drainage Facility 2D.
 - 2.1.1.3 After final joint inspection and acceptance by Sound Transit and SPU at the end of the 3-year plant establishment period, SPU will assume operations and maintenance responsibility for Drainage Facility 2D including associated costs.
 - 2.1.1.4 The parcel owner (currently Sound Transit) will be responsible for the maintenance of the parcel outside the limits of Drainage Facility 2D, including but not limited to grounds and fence maintenance, as illustrated in Exhibit A.
 - 2.1.2 <u>Stormwater Conveyance</u>. Sound Transit and SPU recognize that effective function of the Sound Transit-owned drainage system requires coordination and cooperation between the Parties.
 - 2.1.2.1 As designated in Exhibit A, SPU-owned and maintained facility 200-FC-2E-SEA, 200-2100 CB, and 200-2108 CB ("SPU Connection") discharges to Sound Transit-owned and maintained structures 200-1216 ST MH and 200-1219 ST MH and comingles with flows from a privately owned and maintained facility

("Private Connection") in a Sound Transit-owned and maintained conveyance pipe. The co-mingled flows will discharge into the public drainage infrastructure to be constructed in NE 115th Street as shown in Exhibit A.

- 2.1.2.2 Sound Transit will be responsible for the operation and maintenance of the Sound Transit-owned stormwater conveyance facilities that convey co-mingled flows from the facilities described in Section 2.1.2.1 as shown in Exhibit A. Notwithstanding anything in this subsection, Sound Transit is not responsible for the operation or maintenance of the SPU Connection nor is Sound Transit liable for discharge that arrives in Sound Transit's stormwater conveyance system from the SPU Connection.
- 2.1.2.3 The Parties acknowledge that pursuant to the Memorandum of Drainage Control executed by the Latvian Evangelical Lutheran Church in consideration for the City of Seattle's grant of permit # 6713115-CN, which is attached hereto for reference as Exhibit C ("Memorandum"), the owner of the Private Connection has agreed to accept the risk for discharge from its Private Connection as described therein. The City further acknowledges the Memorandum grants it permission to enter onto the property for inspection, monitoring, correction, or abatement of conditions consistent with applicable requirements.
- 2.1.2.4 SPU recognizes that the Sound Transit owned conveyance is not a public storm drain and the City does not have authority and will not permit any future connections, public or private, to Sound Transit's pipe without Sound Transit's prior written approval.
- 2.1.2.5 The Parties acknowledge that all discharge that is conveyed through the Facilities connect into a stormwater system owned and operated by SPU, and all stormwater will discharge through an outfall regulated by SPU's municipal stormwater permit.
- 2.1.2.6 Sound Transit recognizes as they reestablish the ditch conveyance system along the Lynnwood Link route within the City of Seattle, ditch design will be consistent with City of Seattle standard plans for conveyance swales as laid out in the SIP. Within those standard plan guidelines, Sound Transit and SPU will collaborate on ditch specifications prior to establishment such as recommended seed mix and vegetation along sides of ditches.
- 2.1.2.7 SPU will be responsible for ditch/swale maintenance when Sound Transit's SIP permit is closed. A final joint inspection of the conveyance ditches (swales) will be done prior to SPU taking over maintenance.

2.2 <u>Operation and Maintenance Standards.</u> The Parties will operate and maintain the Facilities that they are responsible for in accordance with their respective stormwater operation and maintenance standards.

3.0 DESIGNATED REPRESENTATIVES

3.1 The Parties have each designated formal points of contact and coordination for this Agreement who will be responsible for coordinating the input and work of their respective agencies, consultants, and staff as it relates to the objectives of this Agreement (each a "Designated Representative"). Each Party's Designated Representative is identified below. The Parties may change Designated Representatives by written notice to the other Party without necessitating an amendment to this Agreement.

Sound Transit	<u>SPU</u>
Director, Facilities Operations Support	Gavin Patterson, MIPs Manager
Operations Division	Project Management and Controls
Email:	Division
presley.morrissey@soundtransit.org	Email: gavin.patterson@seattle.gov
Phone: (206) 553-3917	Phone: (206) 684-0126

4.0 **RECORDS RETENTION AND AUDIT**

4.1 During the period of construction of the Project and for a period not less than six (6) years, or that period established by the State Archivist, from the date of termination of this Agreement, records and accounts pertaining to subjects of this Agreement are to be kept available for inspection and audit by representatives of Sound Transit, the State of Washington, and the federal government. Copies of the records shall be furnished to Sound Transit upon request and shall be maintained in accordance with a work order accounting procedure prescribed by the Division of Municipal Corporations of the State Auditor's Office.

5.0 DISPUTE RESOLUTION

5.1 Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between Sound Transit and SPU shall be governed under the dispute resolution provisions in this Section 5. The Parties agree that neither Party may take or join any action in any judicial or administrative forum to challenge the other Party's performance under this Agreement until the dispute resolution process in this Section 5 has been exhausted. Provided however, neither Party will be required to complete the dispute resolution process if a Party may lose or forego a right, remedy, or cause of action that will be time barred before the dispute resolution process will be completed.

- 5.2 The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level possible.
- 5.3 Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise:

5.3.1 Level One - Sound Transit's Designated Representative and SPU's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level One, either Party may refer the dispute to Level Two.

5.3.2 Level Two - Sound Transit's Executive Corridor Director or Project Director and SPU's Departmental Leads shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level Two, either Party may refer the dispute to Level Three.

5.3.3 Level Three - Sound Transit's Executive Director of Engineering and Construction Management or Designee and SPU's Department Directors or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.

5.4 In the event the dispute is not resolved at Level Three within fourteen (14) days after referral of that dispute to Level Three, the Parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, neither Party has any obligation to participate in mediation or any other form of alternative dispute resolution following completion of Level Three of the process described herein. A Party may decline to participate in such proceeding for any reason or no reason.

6.0 INDEMNITY.

6.1 <u>Mutual Indemnity.</u> Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from the first Party's negligent or grossly negligent acts or omissions or that of its officers, officials, employees or agents.

GA 0070-21 SPU 21-269-A Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence. Each Party agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that a Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's liability.

6.2 <u>Stormwater Discharges</u>. Each Party is responsible for the water quality of the stormwater originating from its property and stormwater facilities flowing into the other Party's stormwater system or the Facilities. Each Party will protect, defend, indemnify, and save harmless the other Party, and such other Party's officers, officials, employees and agents, from any suits, costs, claims, actions, losses, penalties, fines, judgments, and awards of damages that arise out of discharge of stormwater originating from its property, from a Party's stormwater facilities, or from the Facilities on its property, and will indemnify and hold the other Party harmless against claims, damages, regulatory actions and associated fines.

7.0 MISCELLANEOUS

- 7.1 <u>Federal Clauses.</u> The Parties shall comply with all applicable requirements of their respective federal funding programs and agencies. SPU acknowledges that Sound Transit plans to fund its obligations under Section 2 with grants from one or more agencies of the Federal government. The Parties further acknowledge that any funding agency may request changes to this Agreement to comply with its funding requirements and agree to consider such requested changes necessary for the requesting Party to retain or receive federal funding.
- 7.2 <u>Notices.</u> Unless otherwise provided herein, all notices and communications concerning this Agreement will be in writing and addressed to the Designated Representative. All notices will be either: (i) delivered in person; (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested; (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts; or (iv) delivered electronically to the other Party's Designated Representative.
- 7.3 <u>Assignability; Beneficiaries.</u> This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors or assignees. Neither Party may assign any other interest, obligation, or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent by the other Party.

- 7.4 <u>Costs.</u> Each Party shall be responsible for its own costs, including legal fees, in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties.
- 7.5 <u>Entire Agreement.</u> This Agreement constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, oral and written, understandings and agreement with respect hereto.
- 7.6 <u>Section Headings.</u> Section headings are intended as information only and shall not be construed with the substance of the section they caption.
- 7.7 Interpretation; Compliance with Laws. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington. This Agreement has been reviewed and revised by legal counsel for all Parties hereto and no presumption or rule that ambiguity shall be construed against the Party drafting the document shall apply to the interpretation or enforcement of this Agreement. In the construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate. This Agreement is executed by all Parties under current interpretations of applicable federal, state, or local statute, ordinance, law, or regulation. The Parties shall comply, and shall ensure their respective employees, agents, and contractors comply, with all federal, state, and local laws, regulations, and ordinances applicable to the work and services performed under this Agreement, including but not limited to, all applicable public works and procurement laws and regulations, bonding, prevailing wage, nondiscrimination, retainage, insurance, and worker compensation requirements.
- 7.8 <u>Venue.</u> Venue for any action under this Agreement shall be King County, Washington.
- 7.9 <u>Counterparts; Electronic Signatures.</u> This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument. This Agreement may be executed electronically on a platform agreed upon by the Parties.
- 7.10 <u>Authority.</u> The persons signing this Agreement warrant that they each have the authority to sign this Agreement on behalf of the Party represented by said signatory.
- 7.11 <u>Severability.</u> In case any term of this Agreement shall be held invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.
- 7.12 <u>Enforcement.</u> This Agreement shall be enforceable by specific performance in addition to any other legal or equitable remedy available under controlling law.
- 7.13 <u>No Implied Waiver.</u> Neither Party hereto shall be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure of the other Party to enforce prompt compliance, and one Party's failure to enforce shall not constitute a waiver of rights or acquiescence in the other Party's conduct.

- 7.14 Amendments. Except as otherwise provided, this Agreement may be amended only by a written instrument executed by each of the Parties hereto.
- No Joint Venture. No joint venture or partnership is formed as a result of this Agreement. 7.15 No employees, agents, or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.
- Expiration. This Agreement will continue to be in effect until the earlier of either (i) the 7.16 Facilities are no longer in use by one or both Parties, or (ii) the Parties enter into a written agreement to terminate this Agreement.

Each of the Parties hereto has executed this Ownership, Operation and Maintenance Agreement by having its authorized representative affix their name in the appropriate space below.

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

CITY OF SEATTLE SEATTLE PUBLIC UTILITIES

By: ______ Name: Suraj Shetty Title: Executive Director - Operations

Title: Interim Deputy Director Drainage & Wastewater

Date:

Date:

Approved as to form:

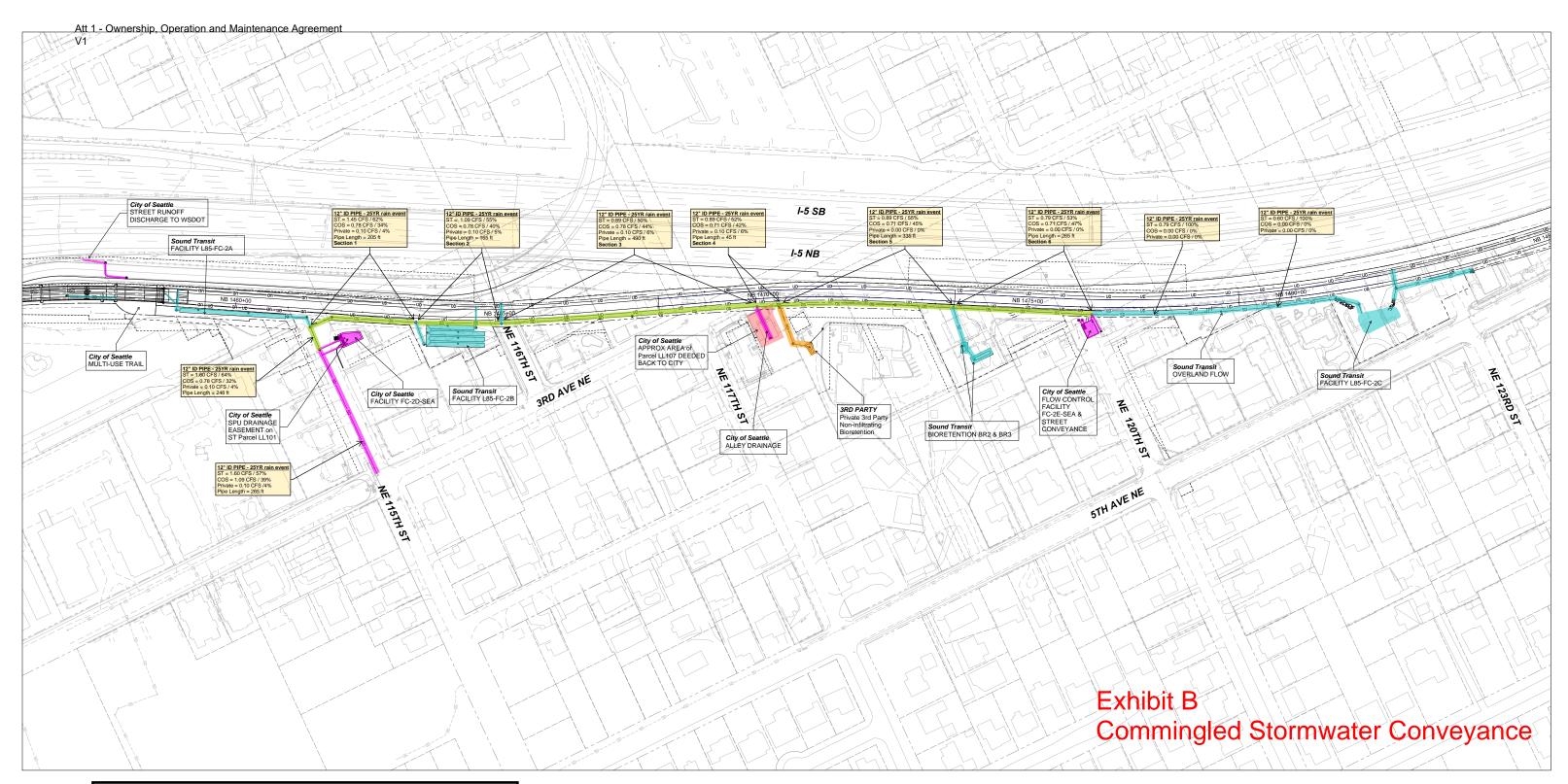
By: _____ Mattelyn Tharpe Legal Counsel

EXHIBIT LIST:

- Exhibit A: **Facilities Drawings**
- Exhibit B: Form of Easement
- Exhibit C: **Memorandum of Drainage Control**

EXHIBIT A

THE FACILITIES



LEGEND

ST O&M CITY OF SEATTLE O&M COMBINED CONVEYANCE - ST O&M PROPERTY TO BE DEEDED TO SEATTLE (APPROX.) PRIVATE 3RD PARTY O&M

* FOR INTERNAL USE ONLY. For property questions please contact Sound Transit Real Estate at (206) 398-5467 or kent.melton@soundtransit.org

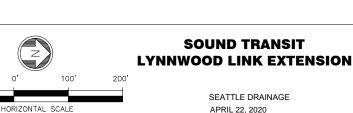
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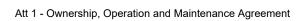


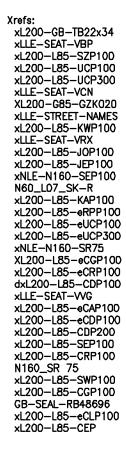
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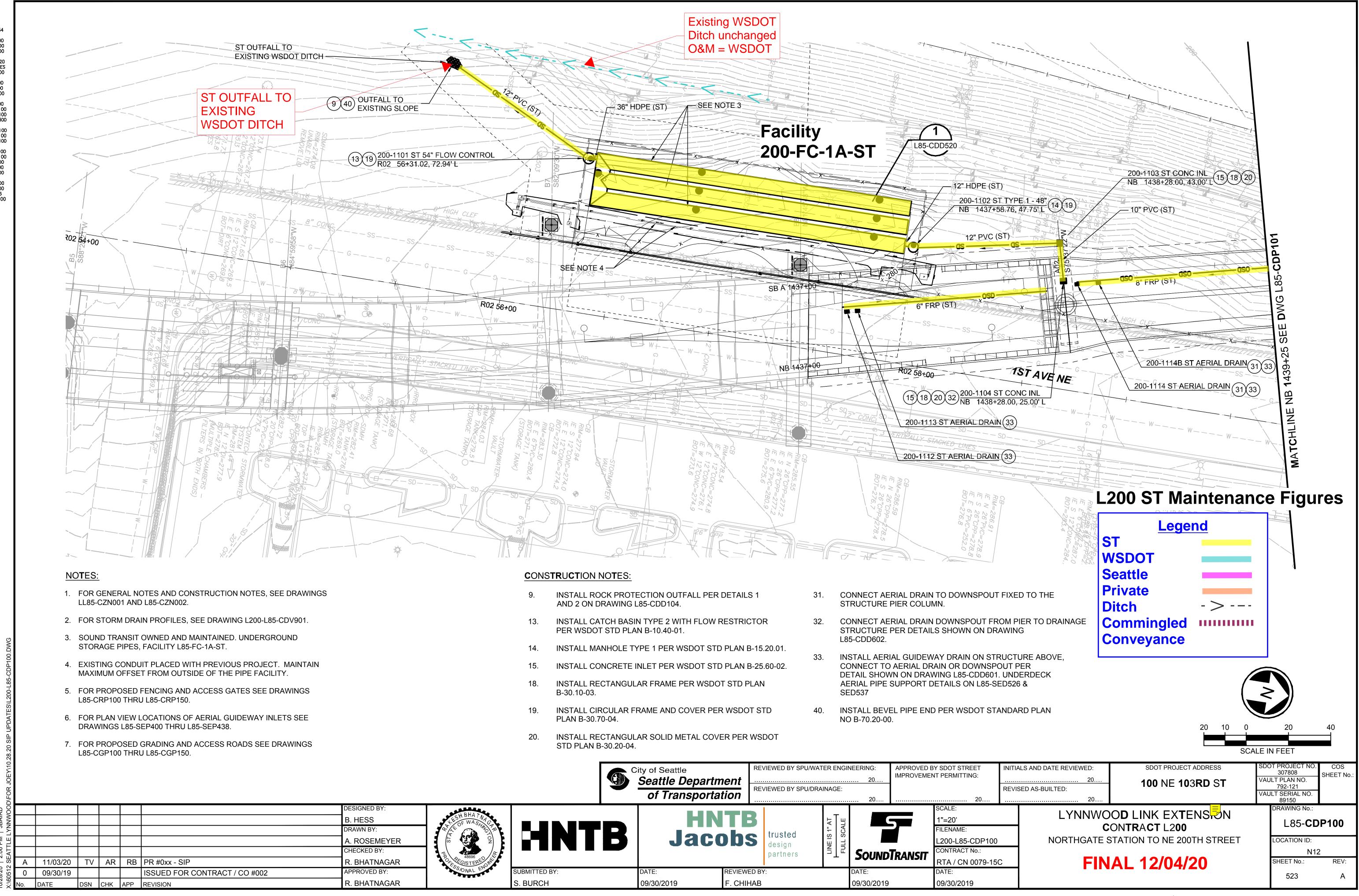
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Page 11 of 44

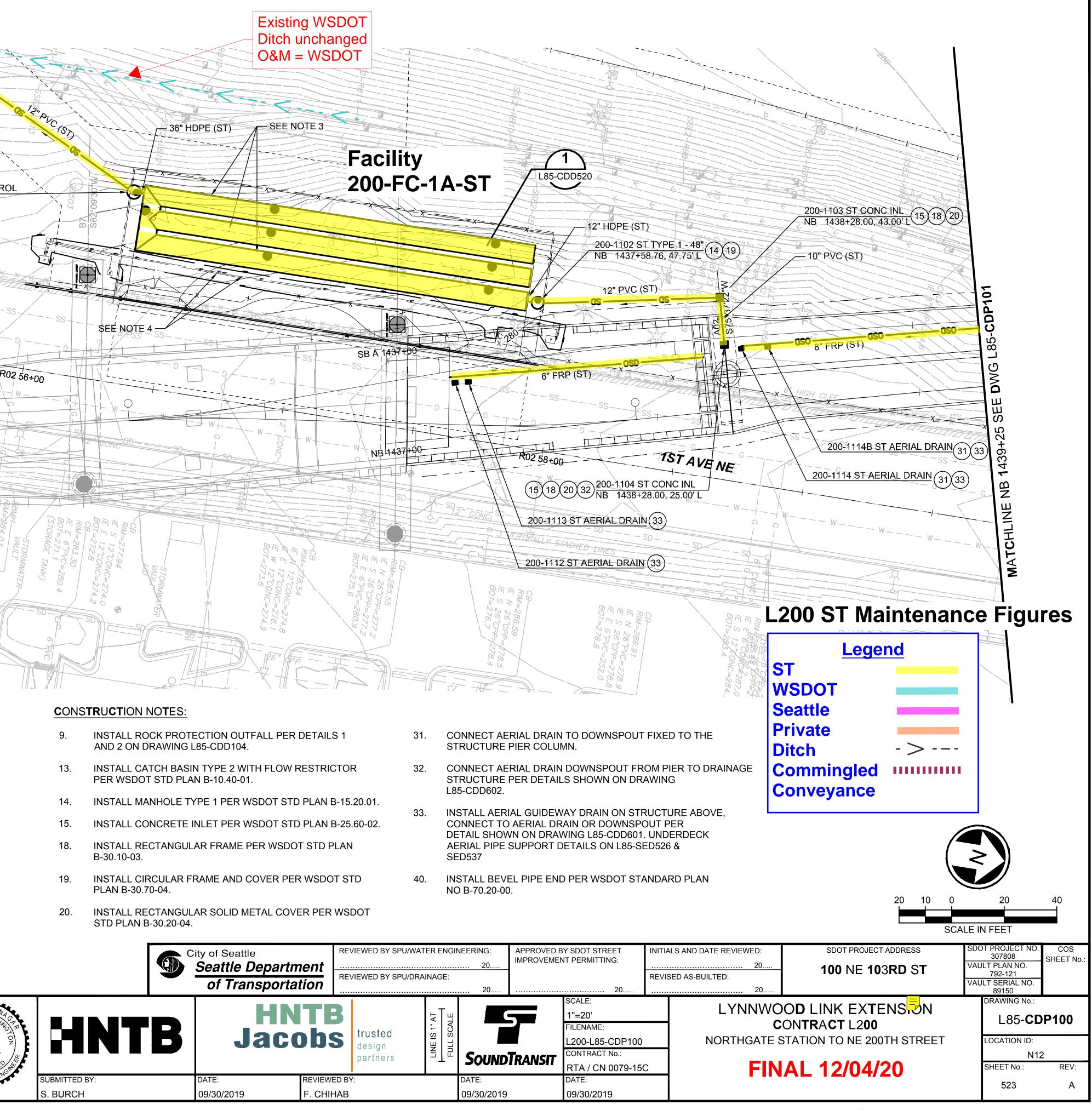






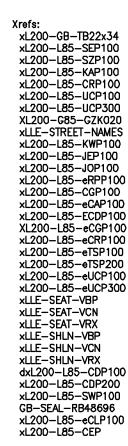


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						A. ROSEMEYER	₹
						CHECKED BY:	73
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о.	DATE	DSN	СНК	APP	REVISION	R. BHATNAGAR	

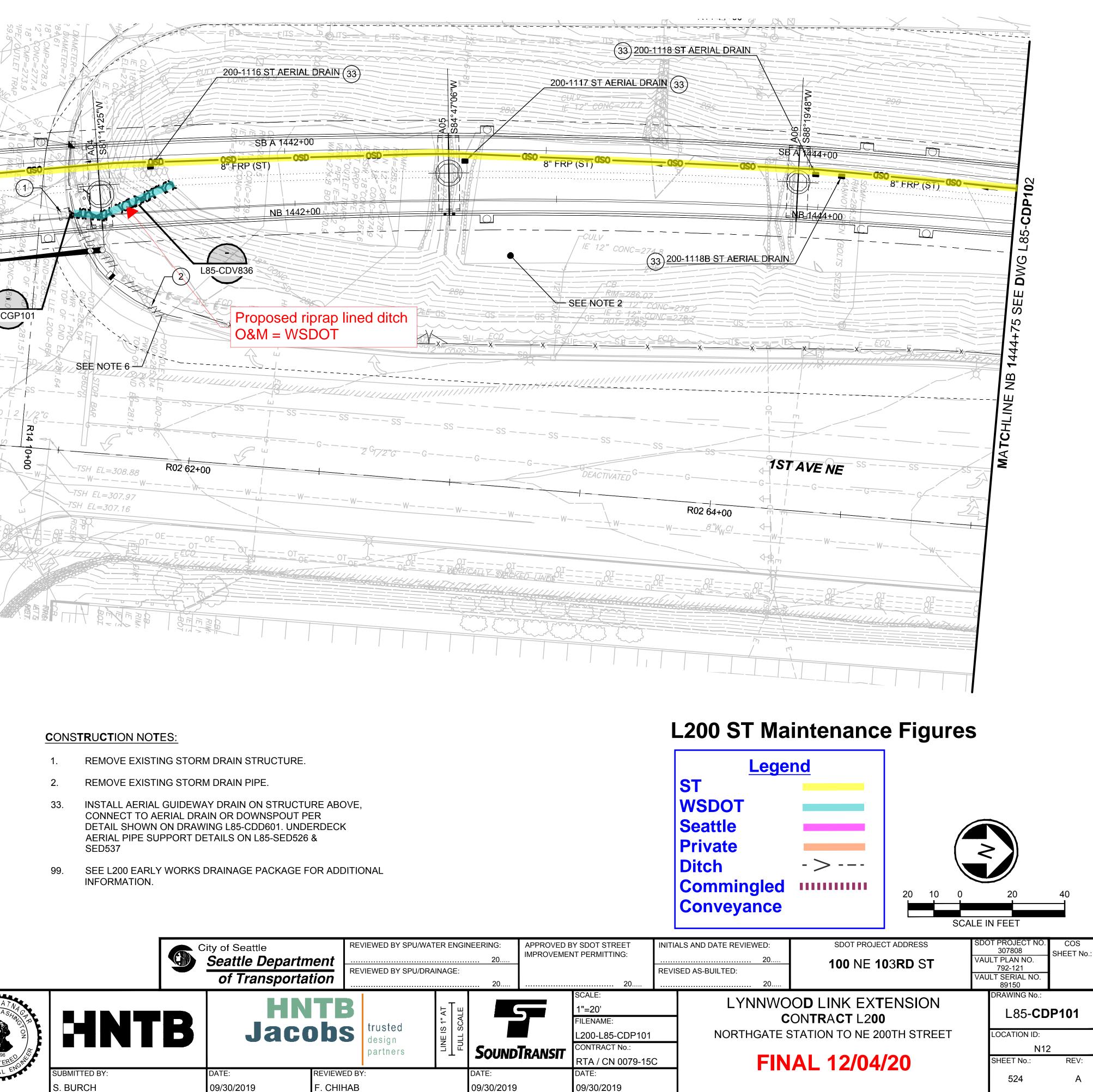


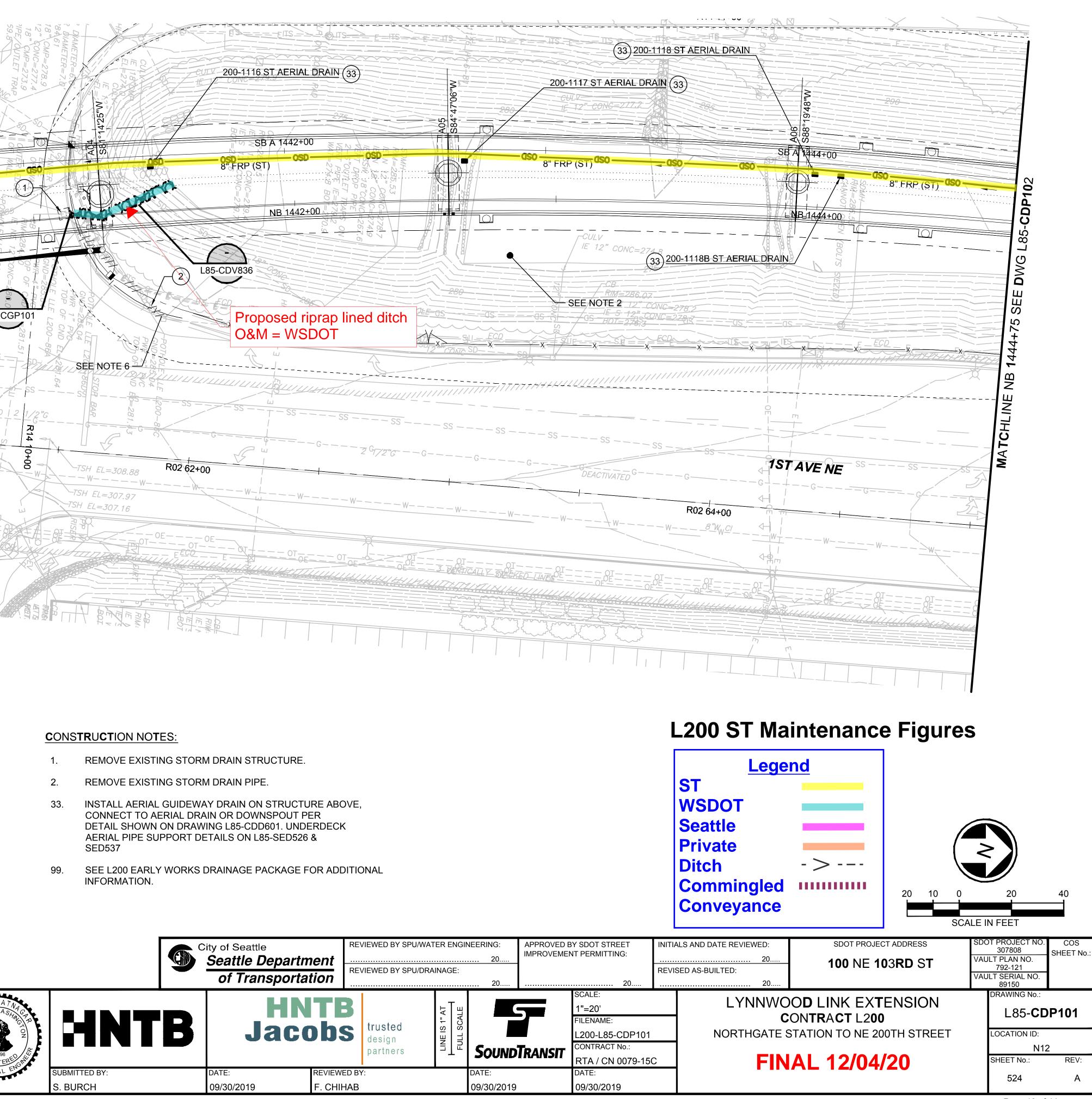
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Page 12 of 44



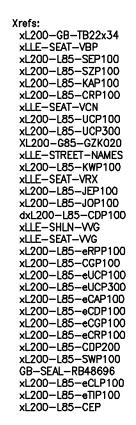
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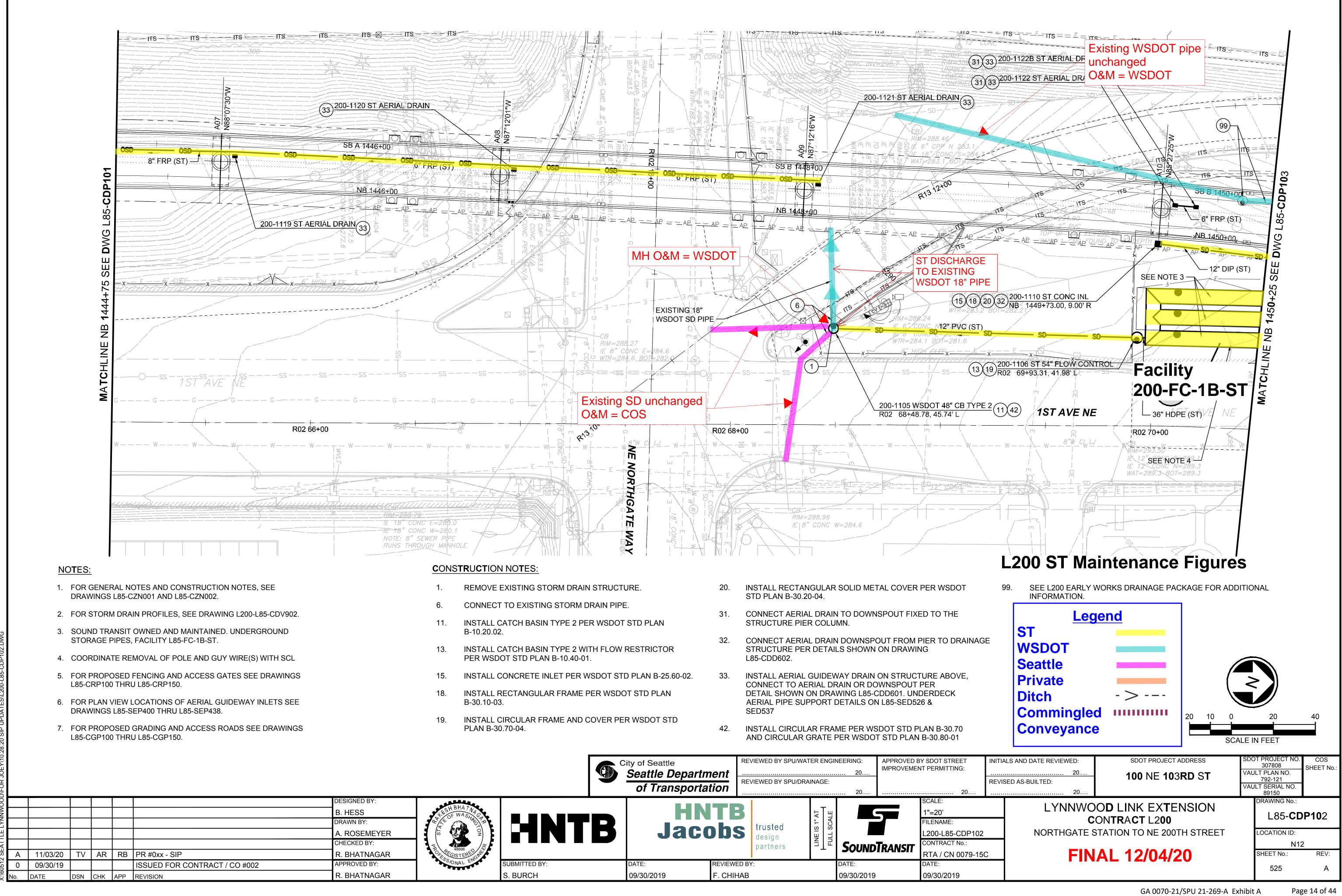


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Page 13 of 44

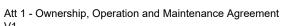


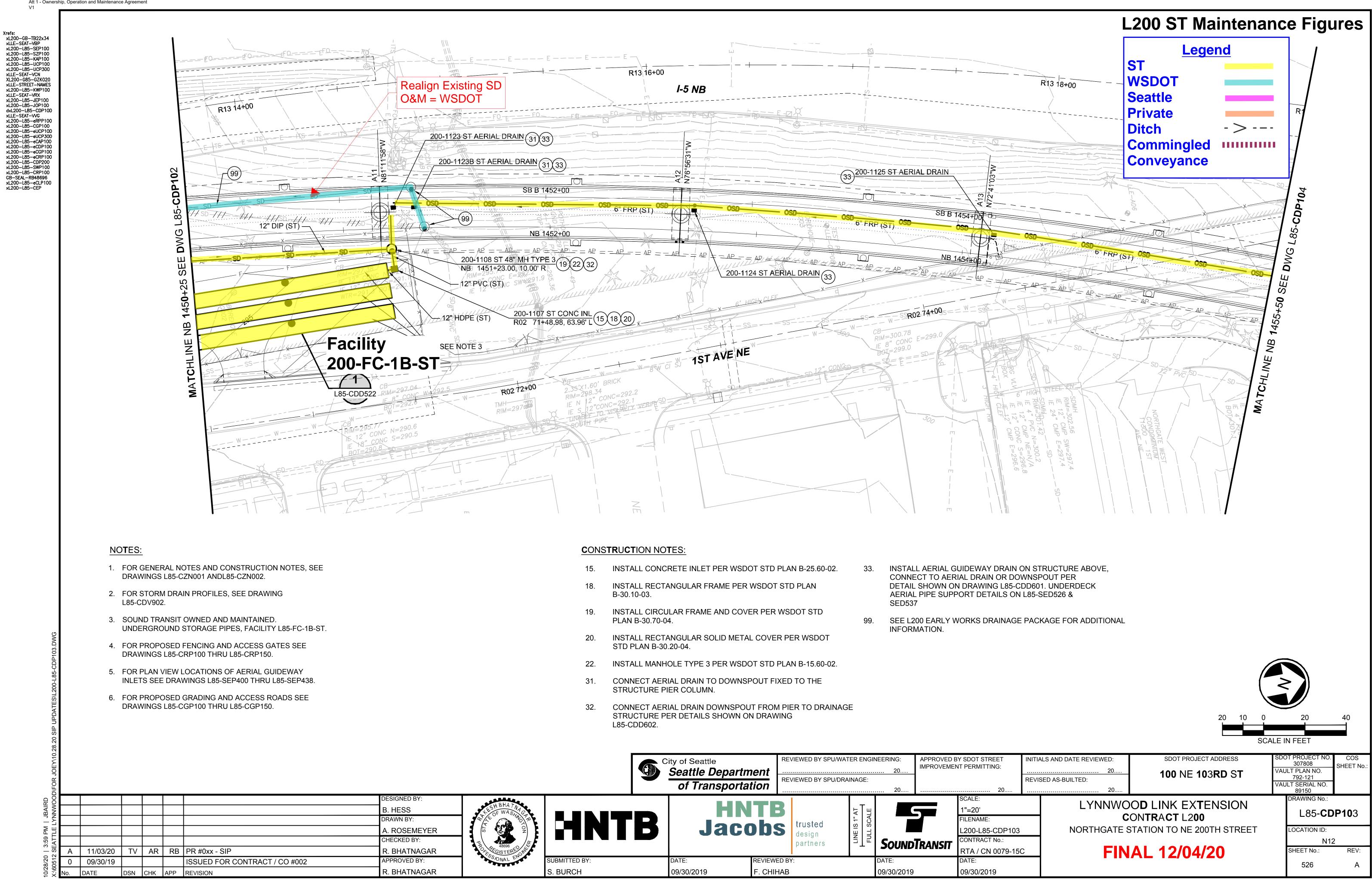
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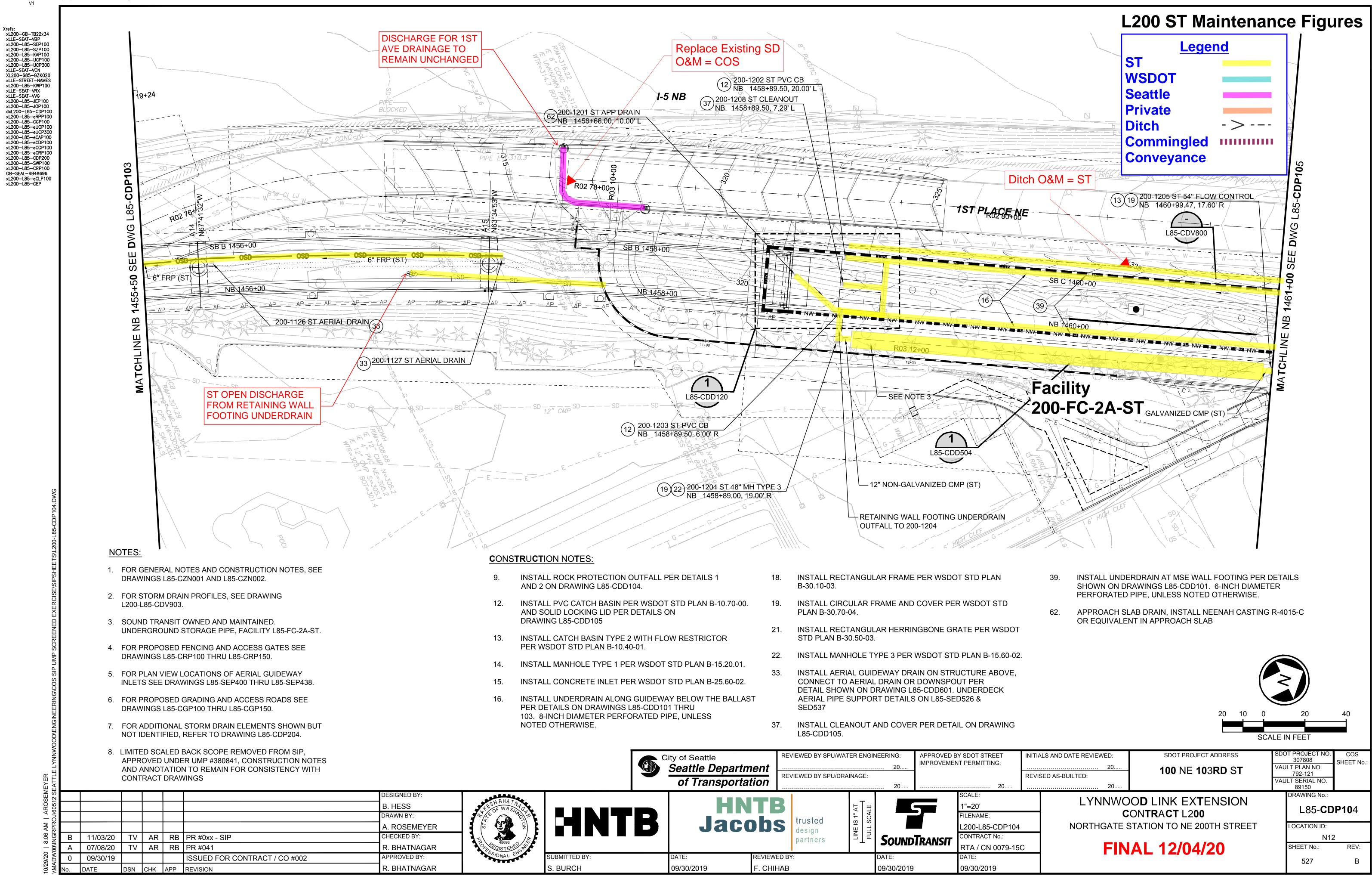
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	1.				TES AND CONSTRUCTION NOTES, SEE N001 AND L85-CZN002.		1.	REMOVE	EXISTING STORM DRAI	N STRUCT	URE.	20.	INSTALL RECTAI STD PLAN B-30.2		R SOLID META	AL COVER	PER WSDOT	
	2.				PROFILES, SEE DRAWING L200-L85-CDV902.		6.		T TO EXISTING STORM [31.				POUT FIXE	ED TO THE	
DWG	3.				WNED AND MAINTAINED. UNDERGROUND ACILITY L85-FC-1B-ST.		11.	B-10.20.0	CATCH BASIN TYPE 2 PE 2.	R WSDU	STD PLAN	32.	STRUCTURE PIE			UT FROM F	PIER TO DRAINAGI	ε
3DP102.1	4.	COOR	DINATE	REM	OVAL OF POLE AND GUY WIRE(S) WITH SCL		13.	-	CATCH BASIN TYPE 2 W OOT STD PLAN B-10.40-0	-	RESTRICTOR		STRUCTURE PE L85-CDD602.	R DETAI	LS SHOWN C	N DRAWIN	IG	
00-L85-C	5.				ENCING AND ACCESS GATES SEE DRAWINGS L85-CRP150.		15.		CONCRETE INLET PER V			33.	INSTALL AERIAL CONNECT TO AE					
ATES\L2	6.				OCATIONS OF AERIAL GUIDEWAY INLETS SEE P400 THRU L85-SEP438.		18.	INSTALL B-30.10-0	RECTANGULAR FRAME 3.	PER WSD	OT STD PLAN		DETAIL SHOWN AERIAL PIPE SU SED537					
20 SIP UPD	 FOR PROPOSED GRADING AND ACCESS ROADS SEE DRAWINGS L85-CGP100 THRU L85-CGP150. 				19. INSTALL CIRCULAR FRAME AND COVER PER WSDOT STD PLAN B-30.70-04.					42.	INSTALL CIRCULAR FRAME PER WSDOT STD PLAN AND CIRCULAR GRATE PER WSDOT STD PLAN B-3							
OR JOEY/10.28.											City of Seattle Seattle Departon of Transport		REVIEWED BY SPU/WA		20		Y SDOT STREET IT PERMITTING:	II R
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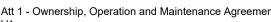
GA 0070-21/SPU 21-269-A Exhibit A

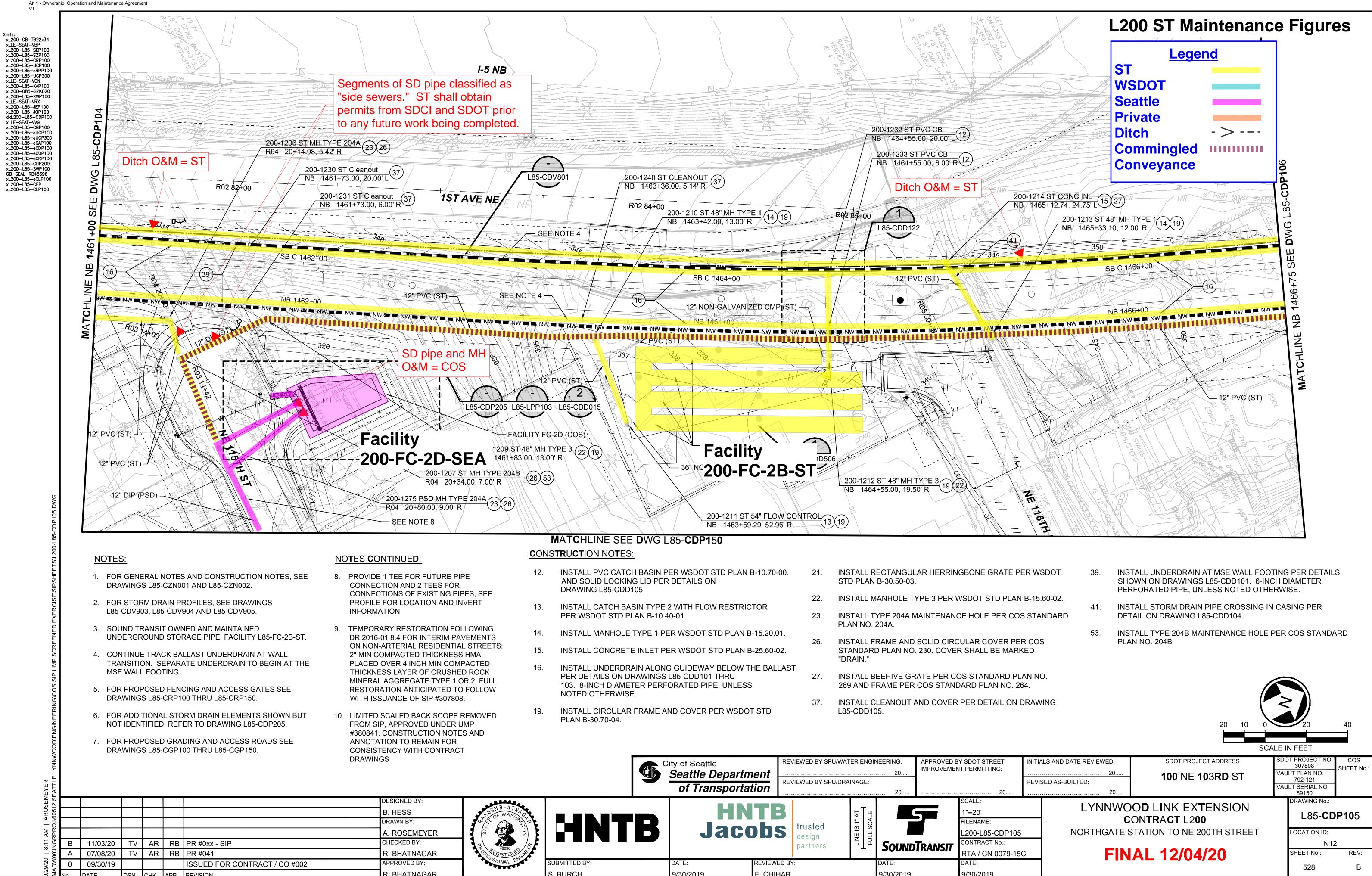
Page 15 of 44



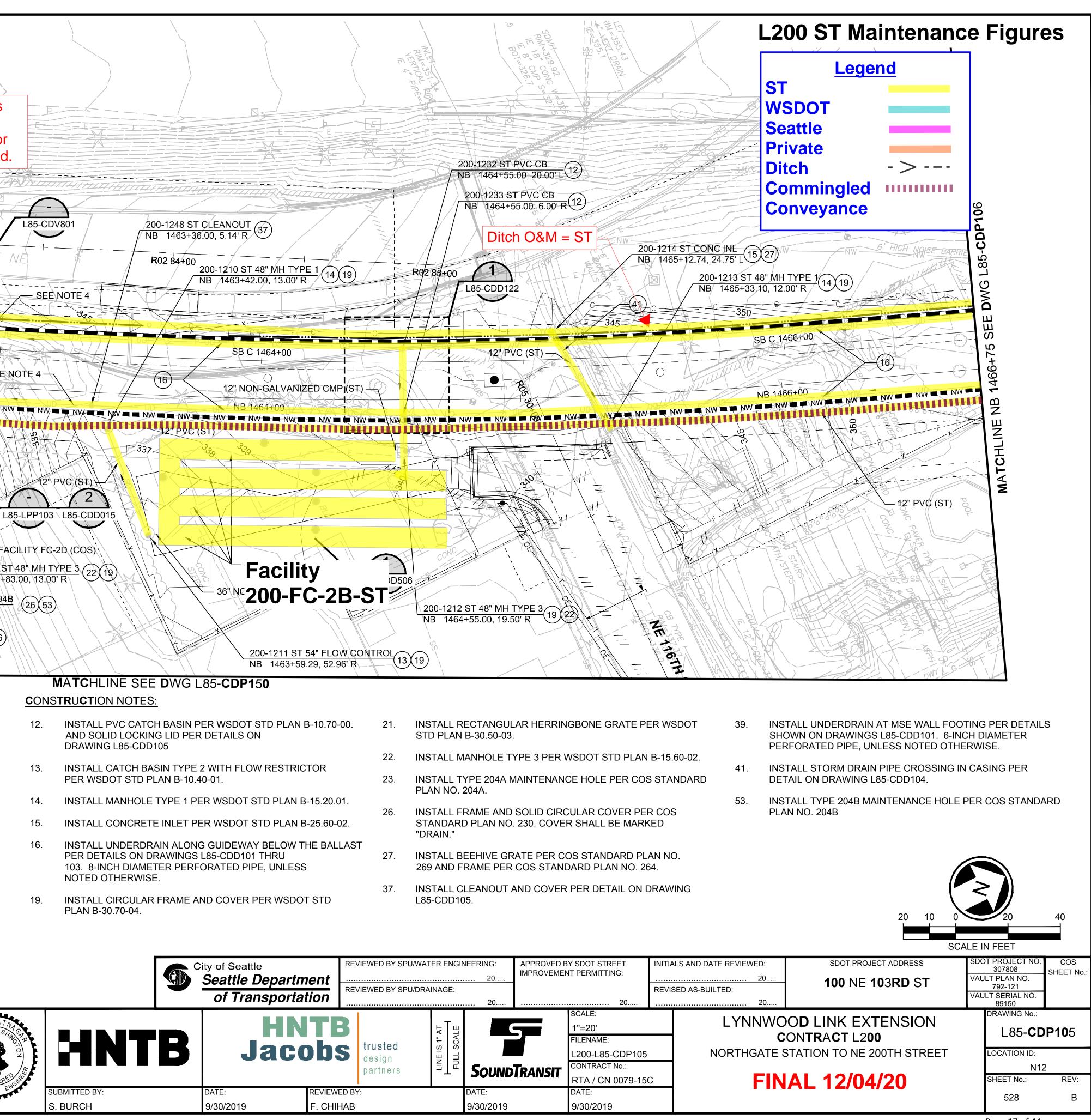
GA 0070-21/SPU 21-269-A Exhibit A

Page 16 of 44



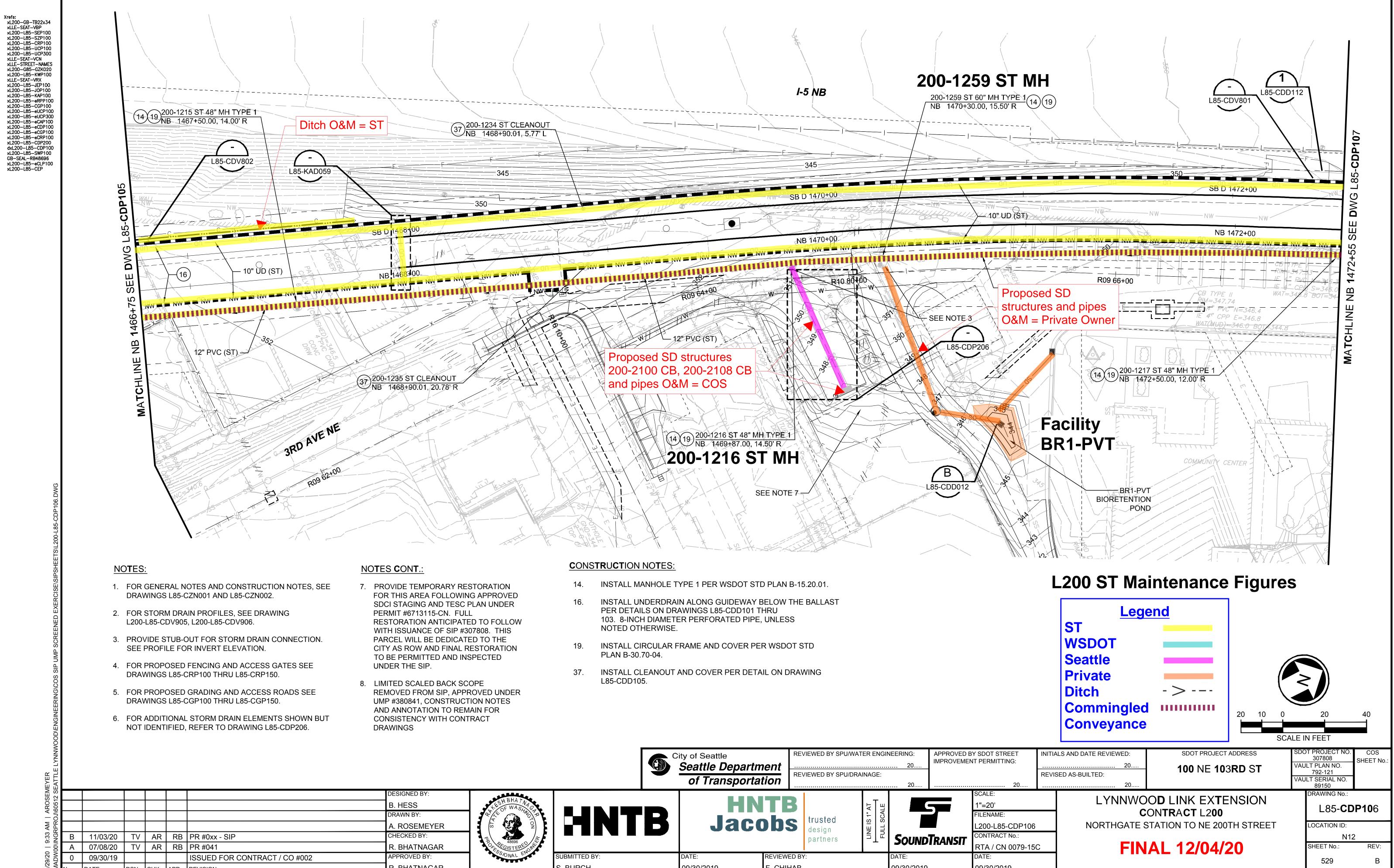


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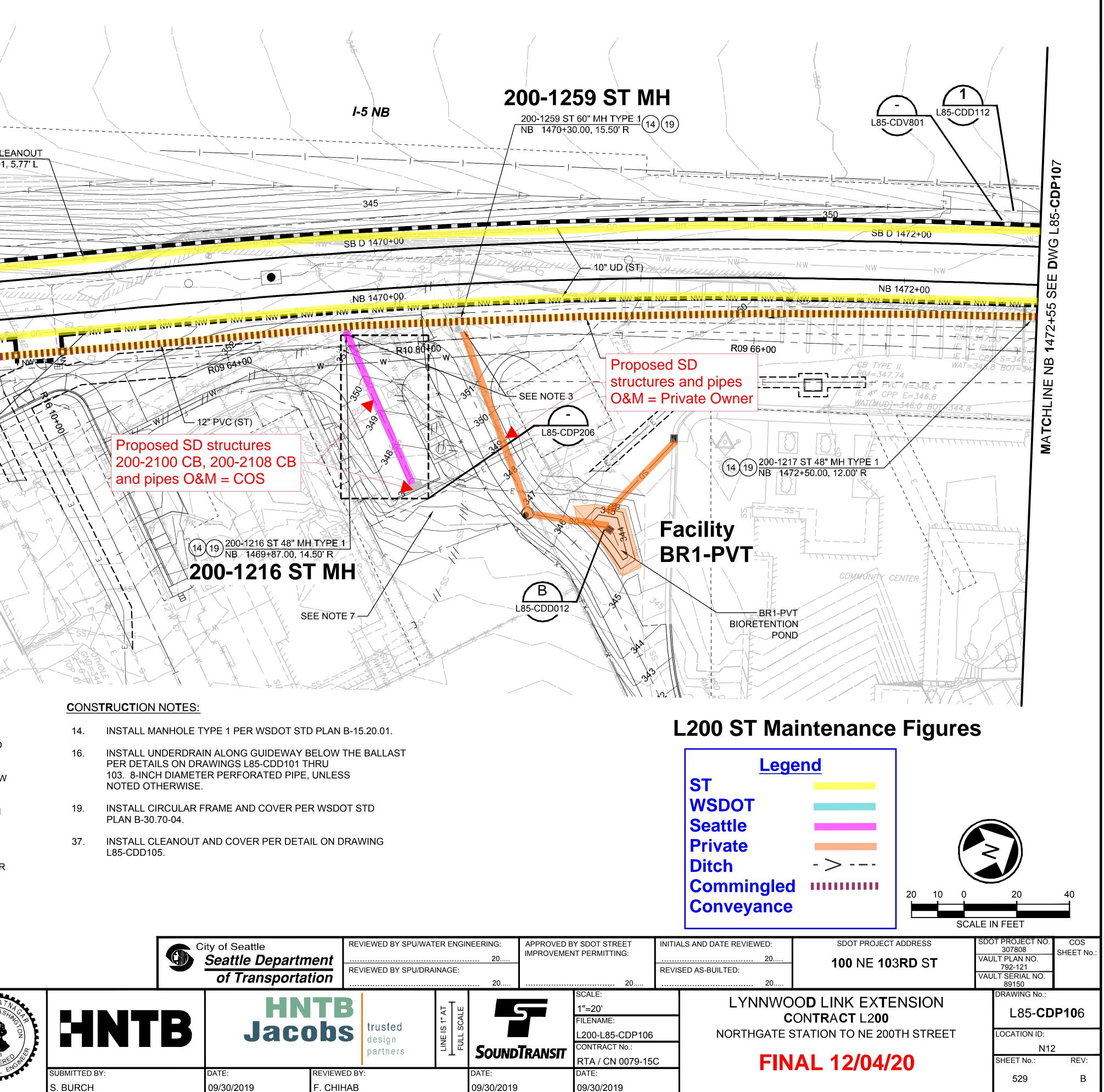
GA 0070-21/SPU 21-269-A Exhibit A Page 17 of 44

Att 1 - Ownership, Operation and Maintenance Agreement

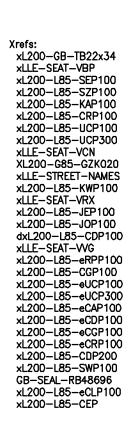


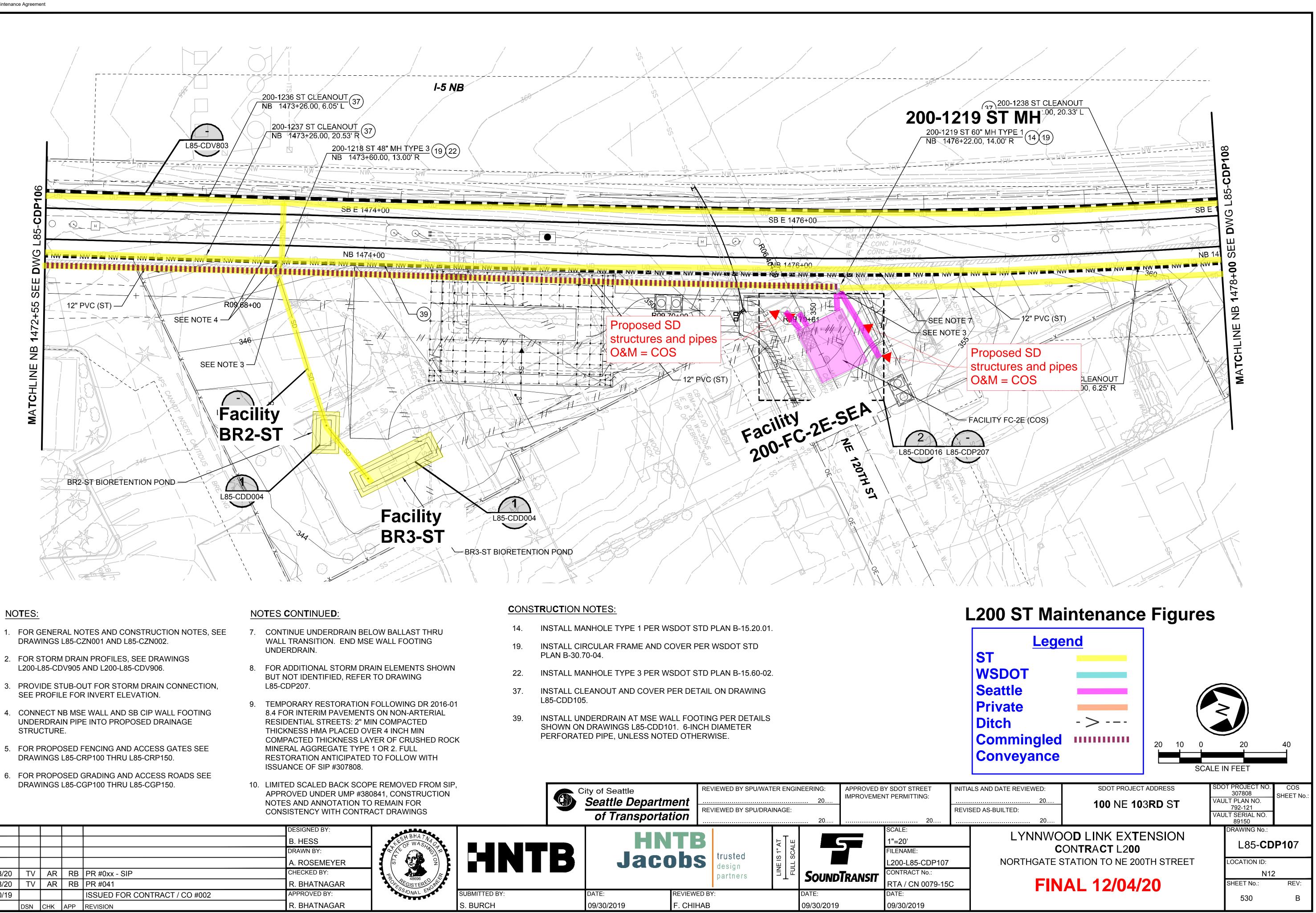
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16.	INSTALL UNDERDRAIN ALONG GUIDEWAY BELOW THE BALLAST PER DETAILS ON DRAWINGS L85-CDD101 THRU 103. 8-INCH DIAMETER PERFORATED PIPE, UNLESS NOTED OTHERWISE.
19.	INSTALL CIRCULAR FRAME AND COVER PER WSDOT STD PLAN B-30.70-04.



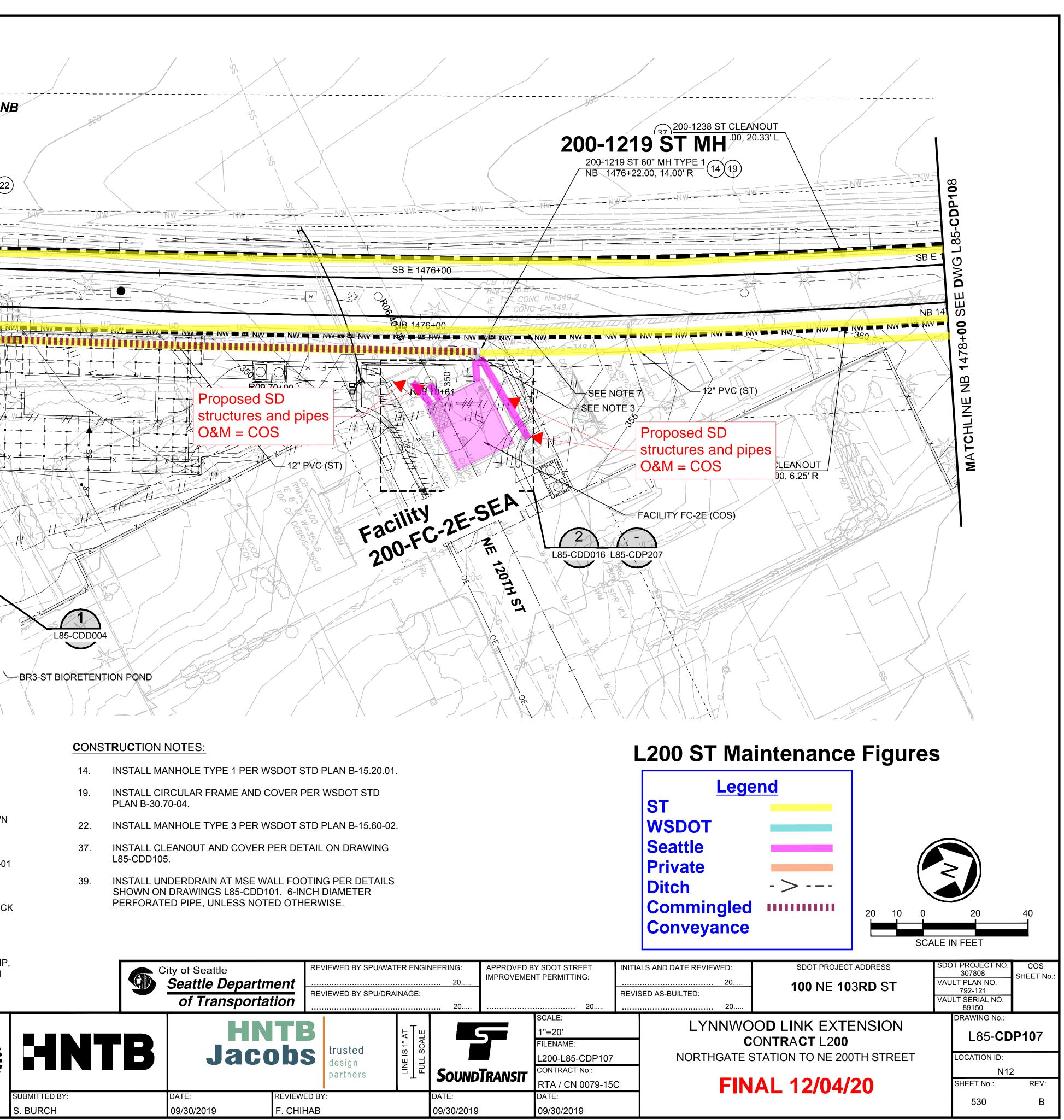
GA 0070-21/SPU 21-269-A Exhibit A Page 18 of 44



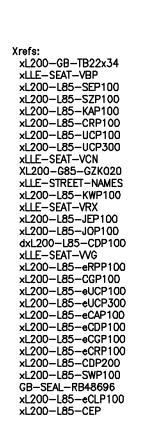


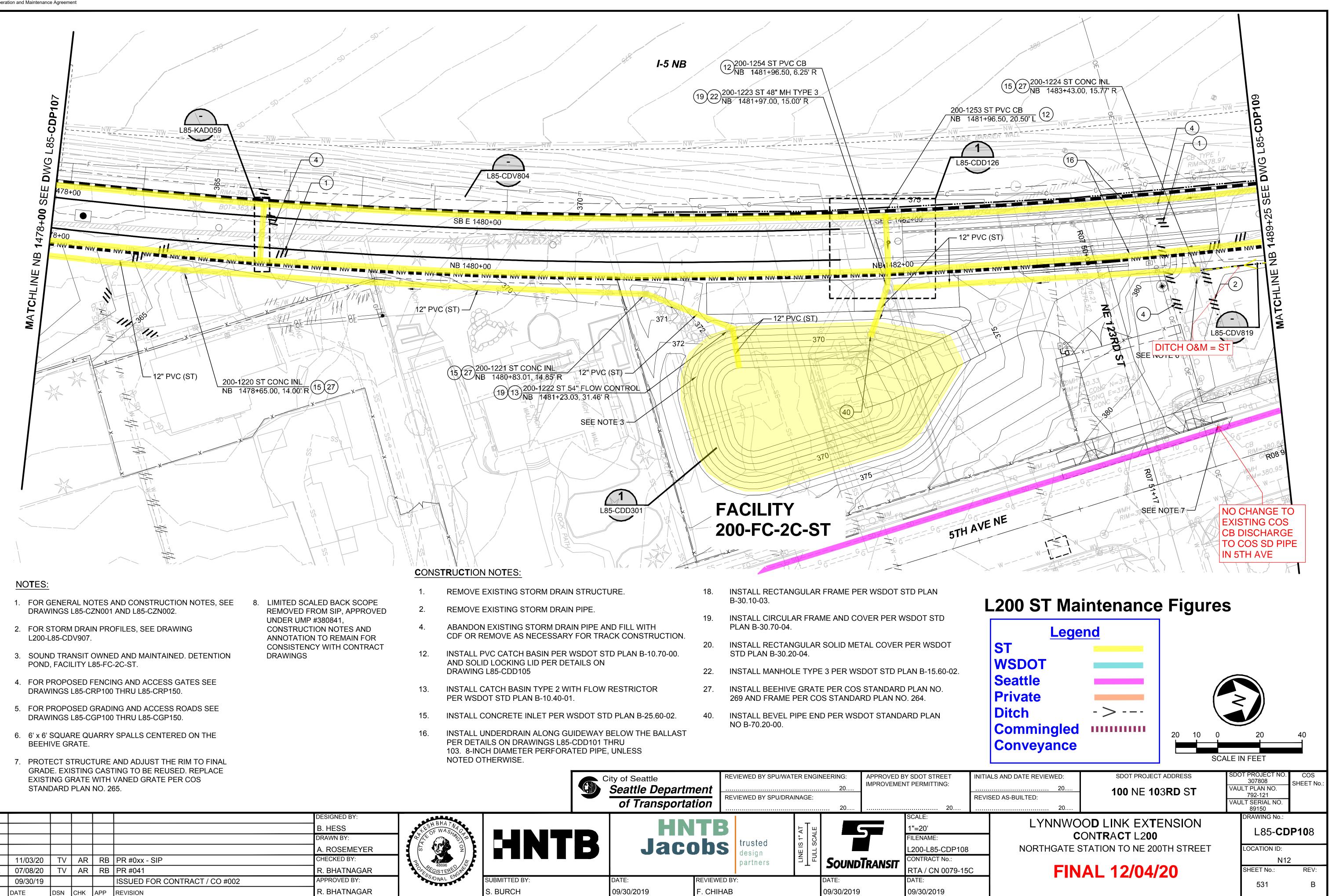
- 3. PROVIDE STUB-OUT FOR STORM DRAIN CONNECTION,
- 4. CONNECT NB MSE WALL AND SB CIP WALL FOOTING
- 5. FOR PROPOSED FENCING AND ACCESS GATES SEE

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GA 0070-21/SPU 21-269-A Exhibit A Page 19 of 44

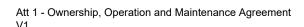


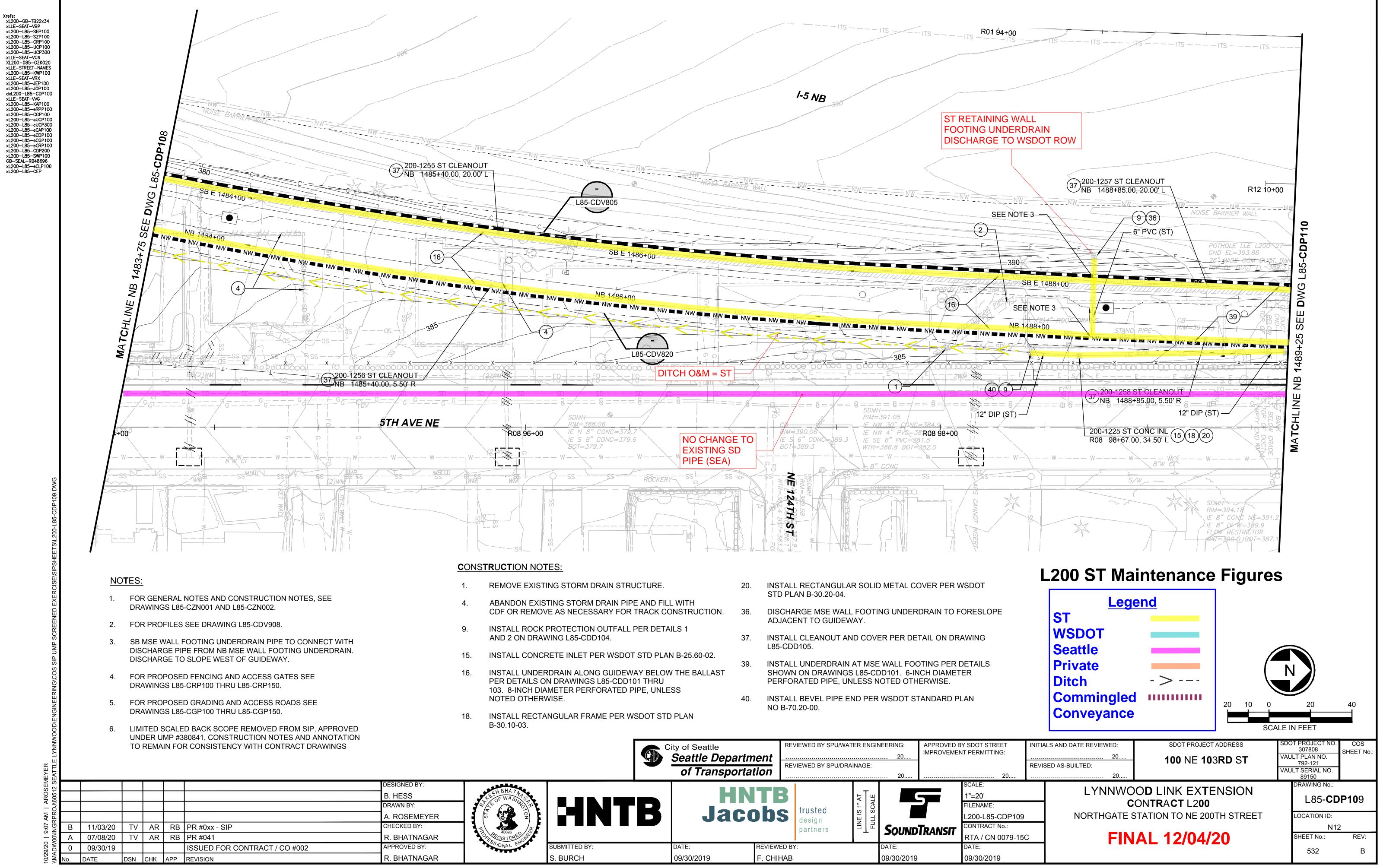


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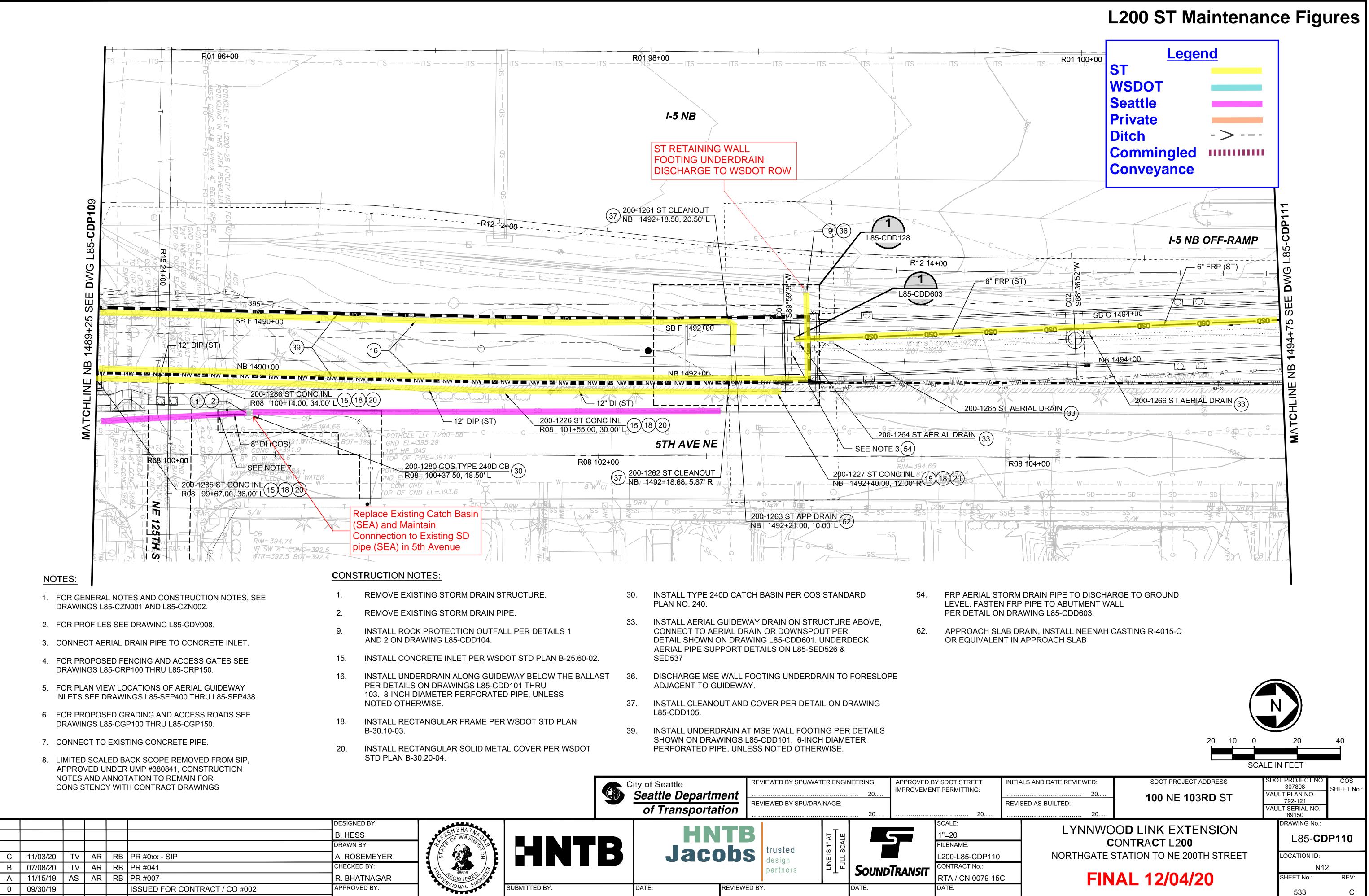
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GA 0070-21/SPU 21-269-A Exhibit A Page 21 of 44





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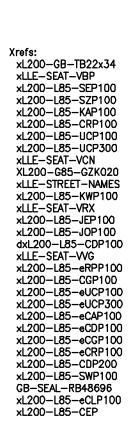
RM DRAIN STRUCTURE.	30.	INSTALL TYPE 240D CATCH BASIN PER COS STANDARD PLAN NO. 240.	54.	FRP AERIAL STO LEVEL. FASTEN
RM DRAIN PIPE.	33.	INSTALL AERIAL GUIDEWAY DRAIN ON STRUCTURE ABOVE,		PER DETAIL ON
ION OUTFALL PER DETAILS 1 CDD104.	00.	CONNECT TO AERIAL DRAIN OR DOWNSPOUT PER DETAIL SHOWN ON DRAWING L85-CDD601. UNDERDECK AERIAL PIPE SUPPORT DETAILS ON L85-SED526 &	62.	APPROACH SLA OR EQUIVALENT
ET PER WSDOT STD PLAN B-25.60-02.		SED537		
_ONG GUIDEWAY BELOW THE BALLAST NGS L85-CDD101 THRU ERFORATED PIPE, UNLESS	36.	DISCHARGE MSE WALL FOOTING UNDERDRAIN TO FORESLOPE ADJACENT TO GUIDEWAY.		
	37.	INSTALL CLEANOUT AND COVER PER DETAIL ON DRAWING L85-CDD105.		
FRAME PER WSDOT STD PLAN				
	39.	INSTALL UNDERDRAIN AT MSE WALL FOOTING PER DETAILS SHOWN ON DRAWINGS L85-CDD101. 6-INCH DIAMETER		
SOLID METAL COVER PER WSDOT		PERFORATED PIPE, UNLESS NOTED OTHERWISE.		

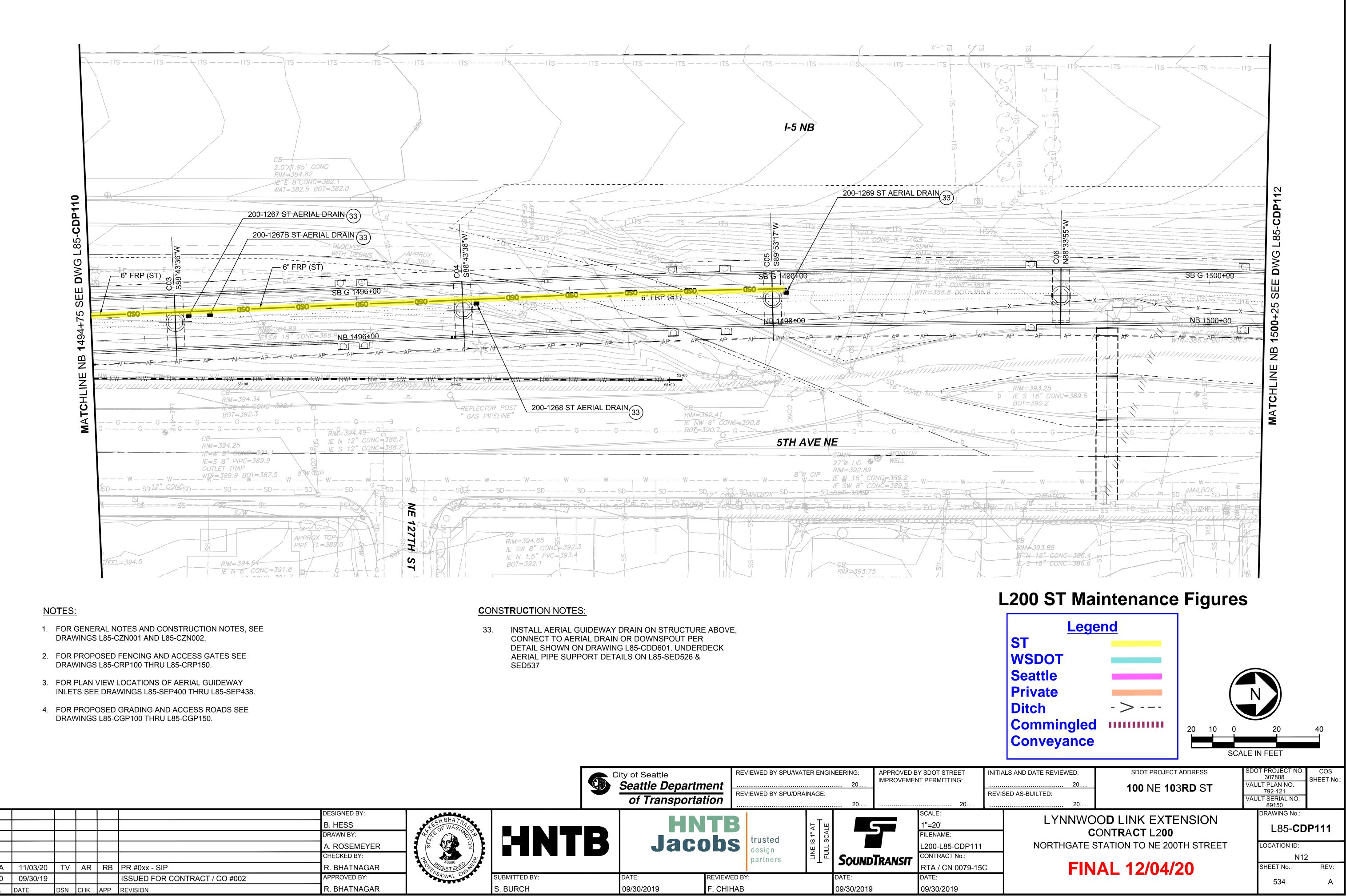
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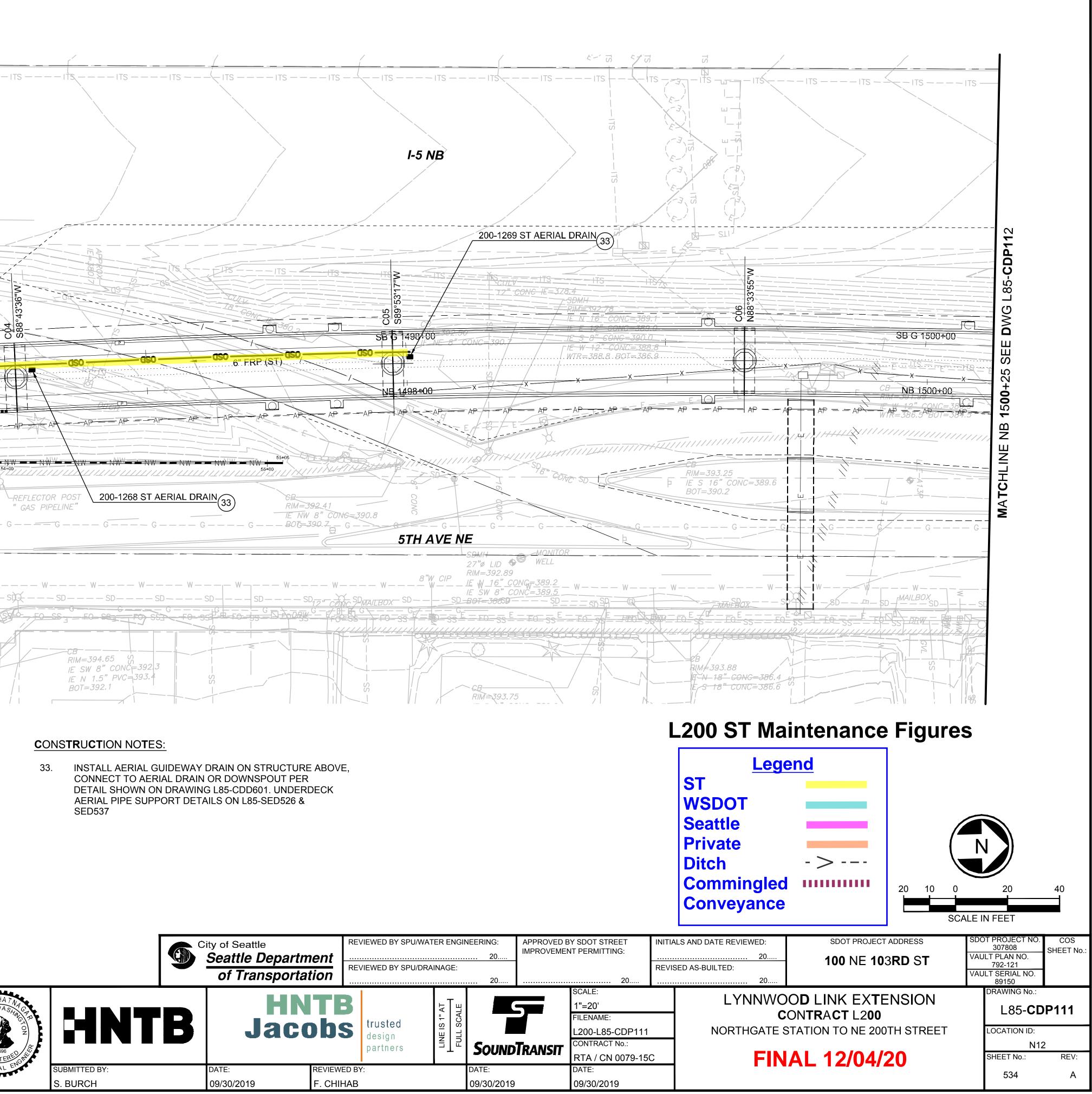
GA 0070-21/SPU 21-269-A Exhibit A

Page 22 of 44



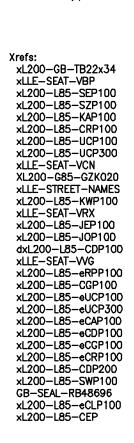


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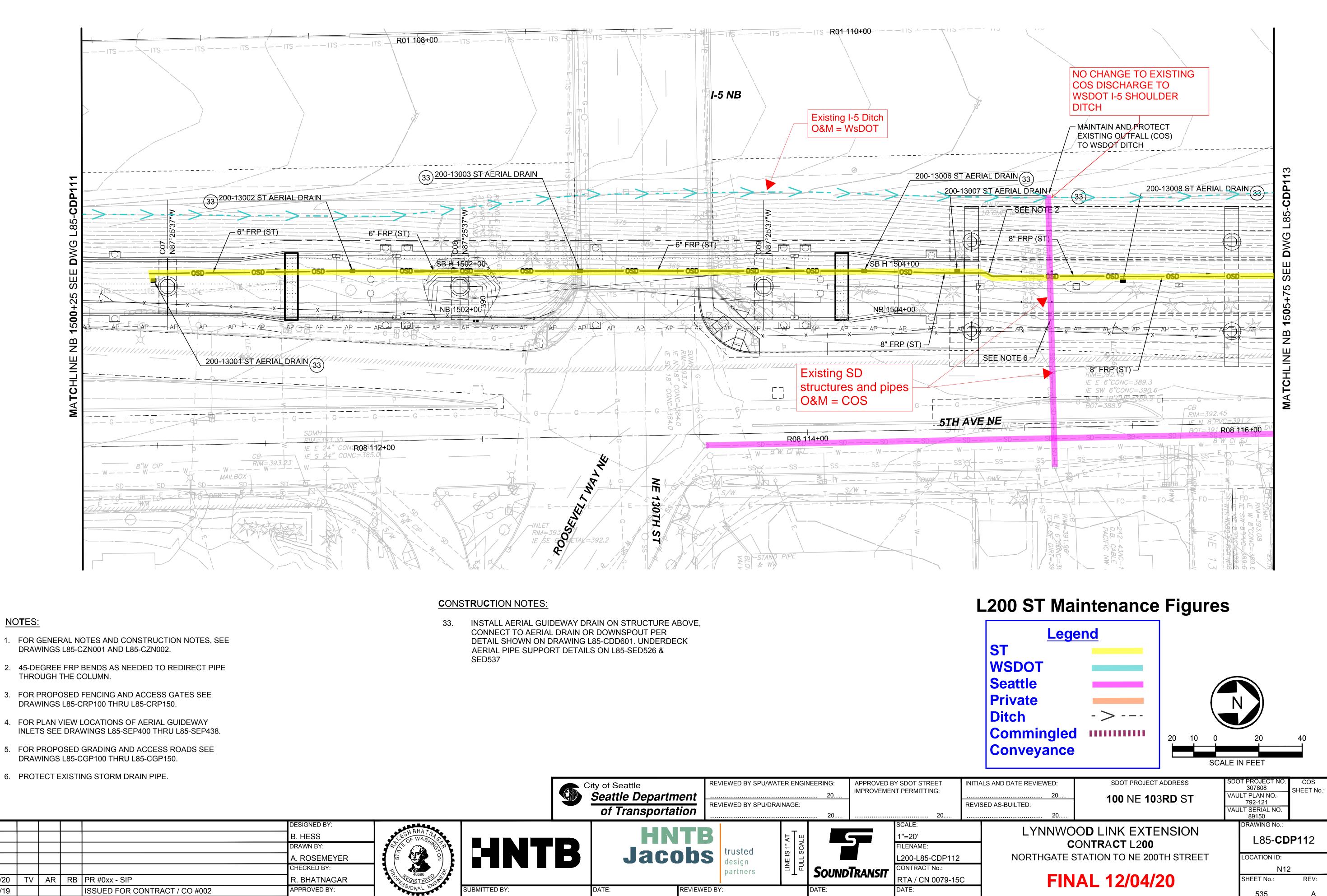


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Page 23 of 44

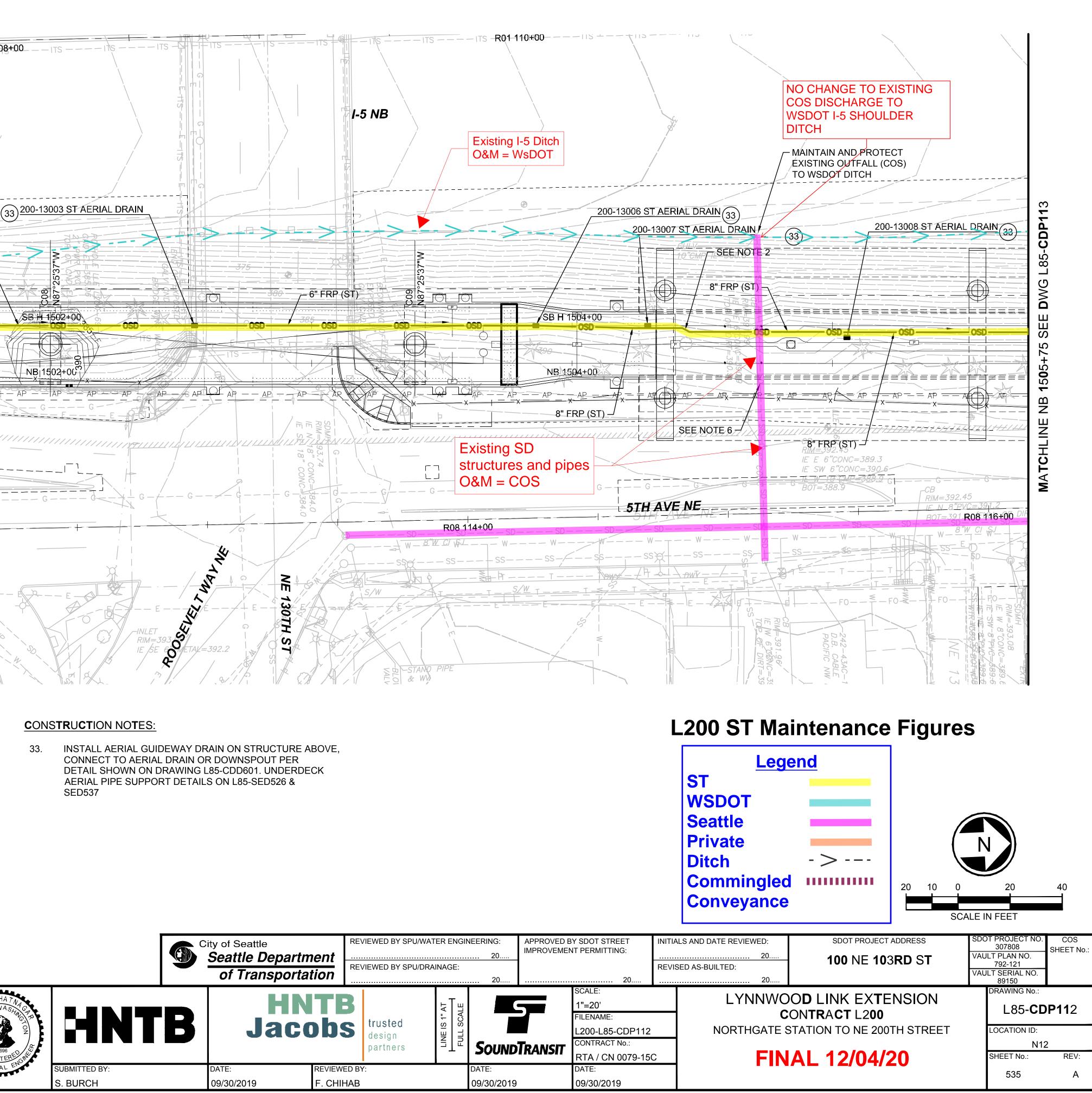


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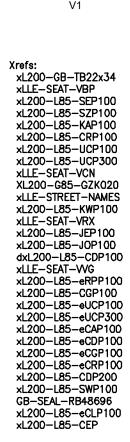
- 1. FOR GENERAL NOTES AND CONSTRUCTION NOTES, SEE
- 2. 45-DEGREE FRP BENDS AS NEEDED TO REDIRECT PIPE
- 3. FOR PROPOSED FENCING AND ACCESS GATES SEE
- 4. FOR PLAN VIEW LOCATIONS OF AERIAL GUIDEWAY
- 6. PROTECT EXISTING STORM DRAIN PIPE.

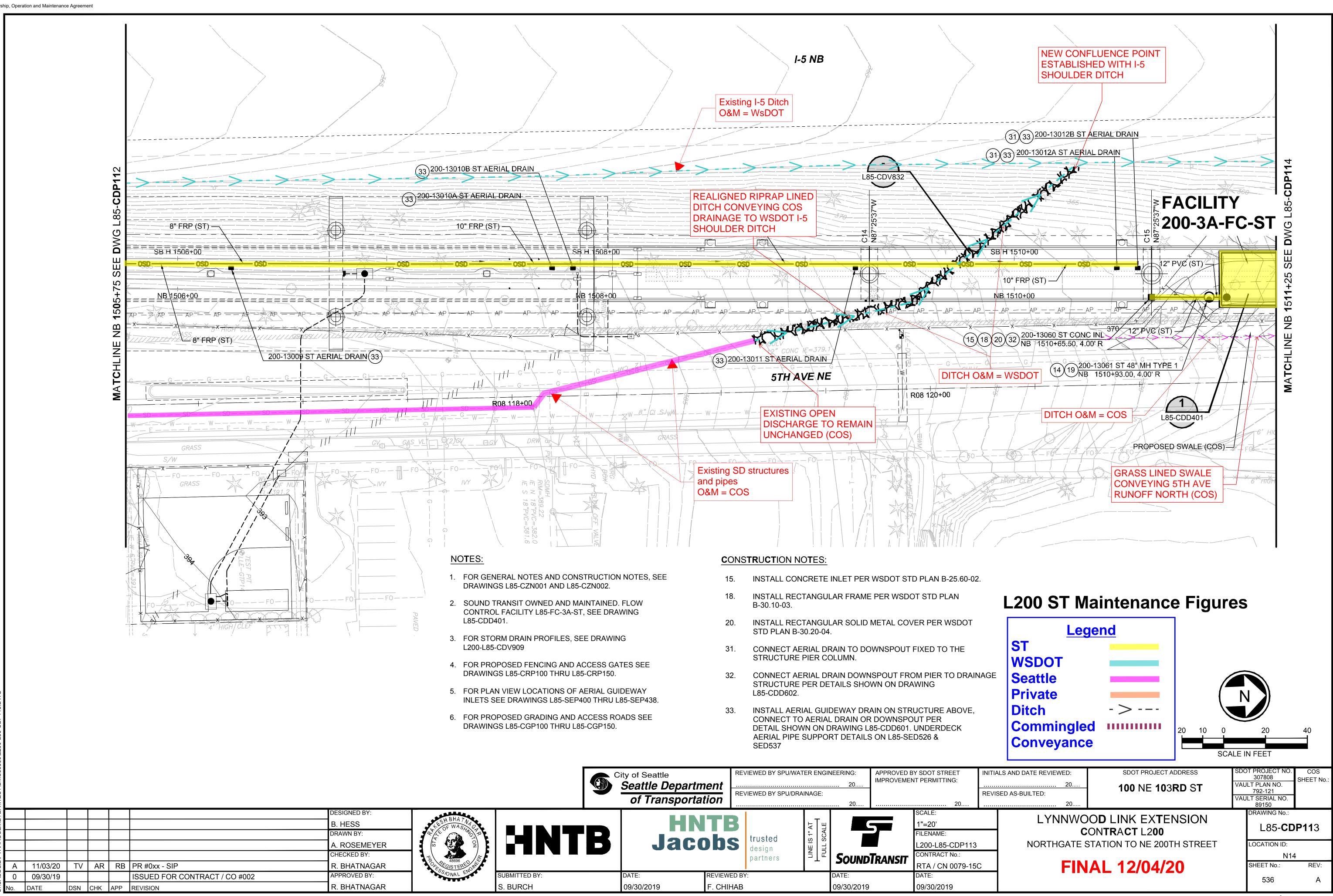
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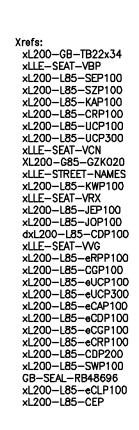
Page 24 of 44



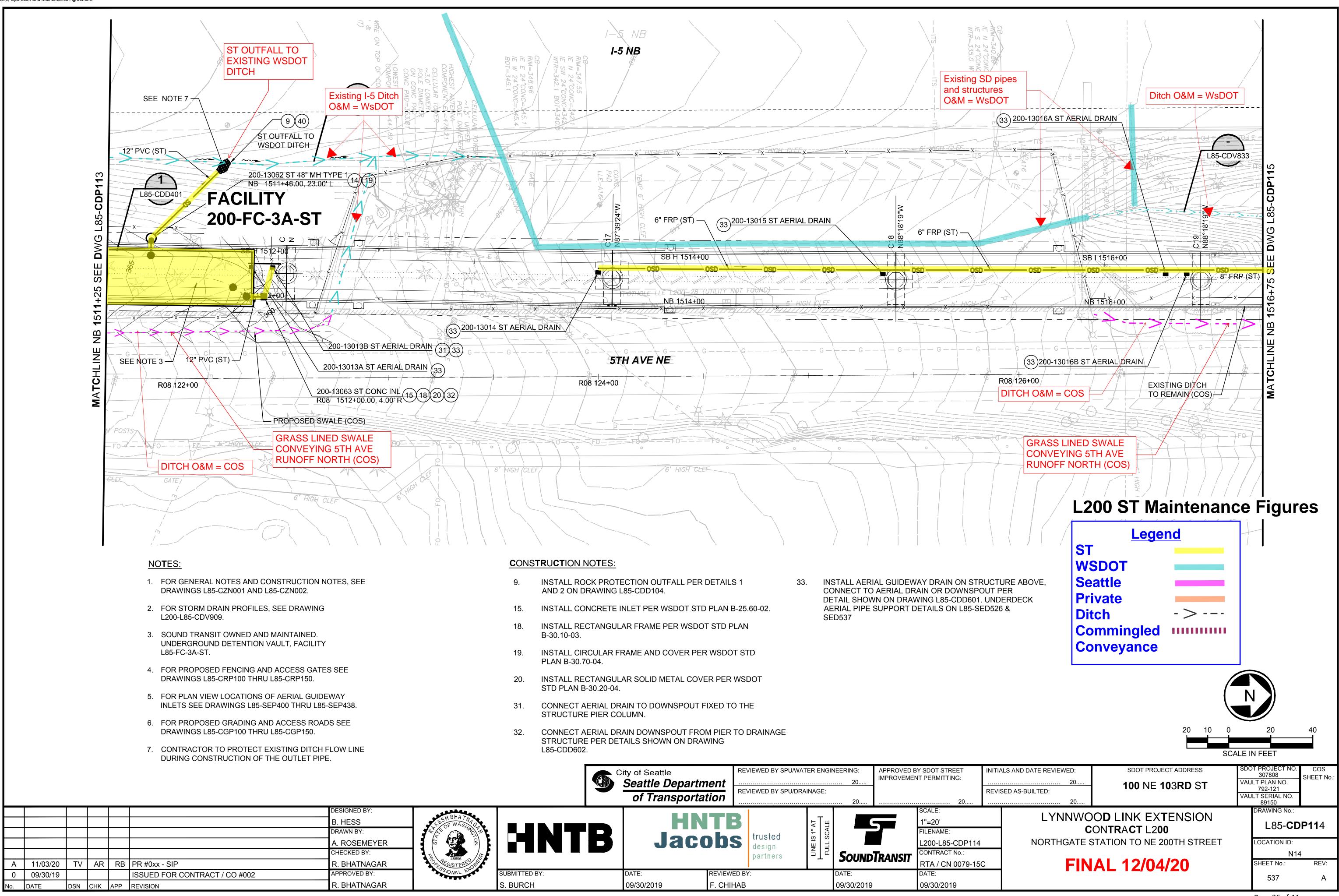


GA 0070-21/SPU 21-269-A Exhibit A

Page 25 of 44



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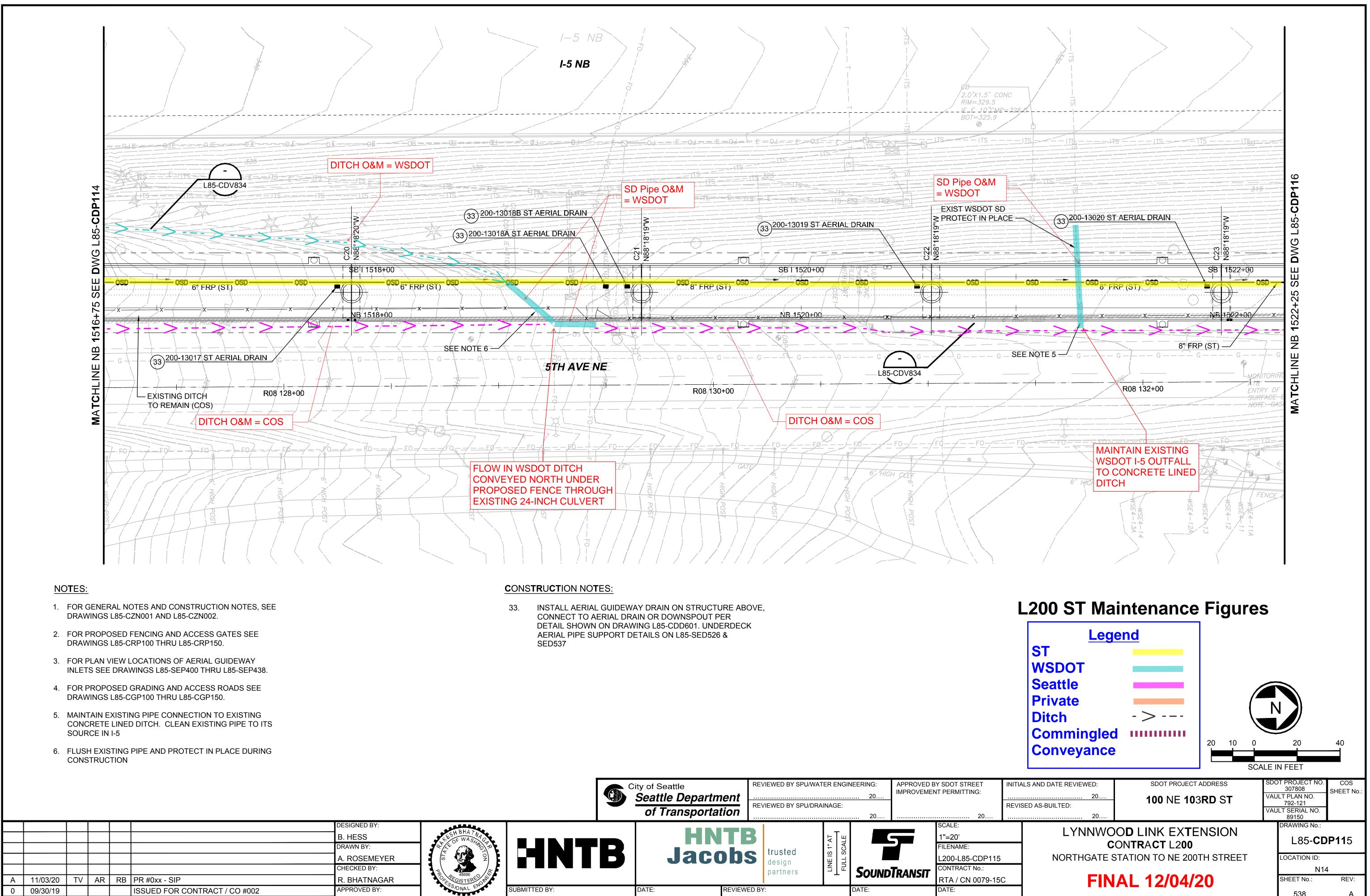


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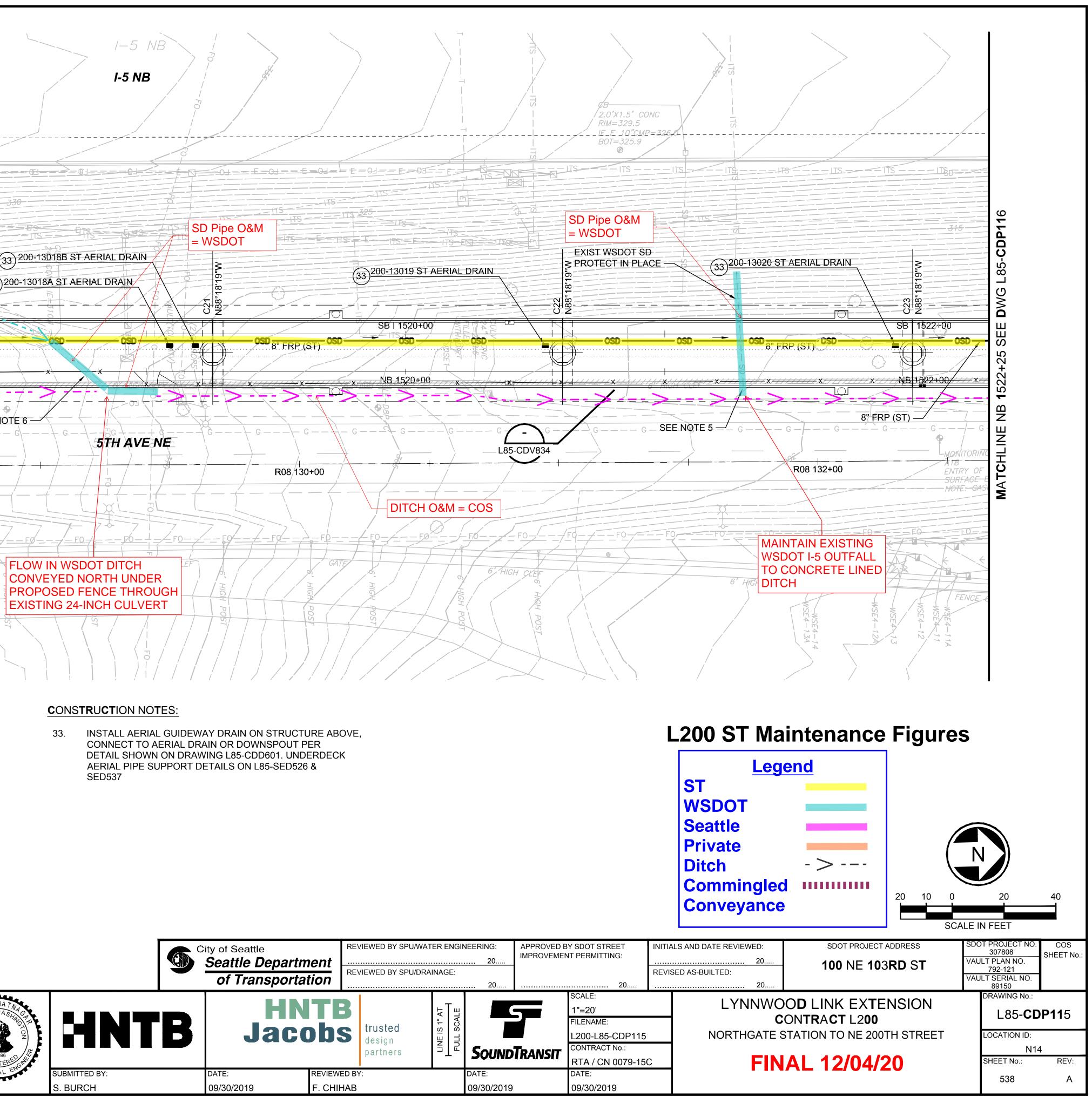
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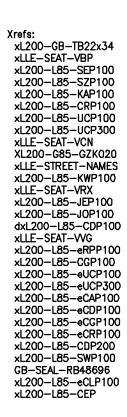


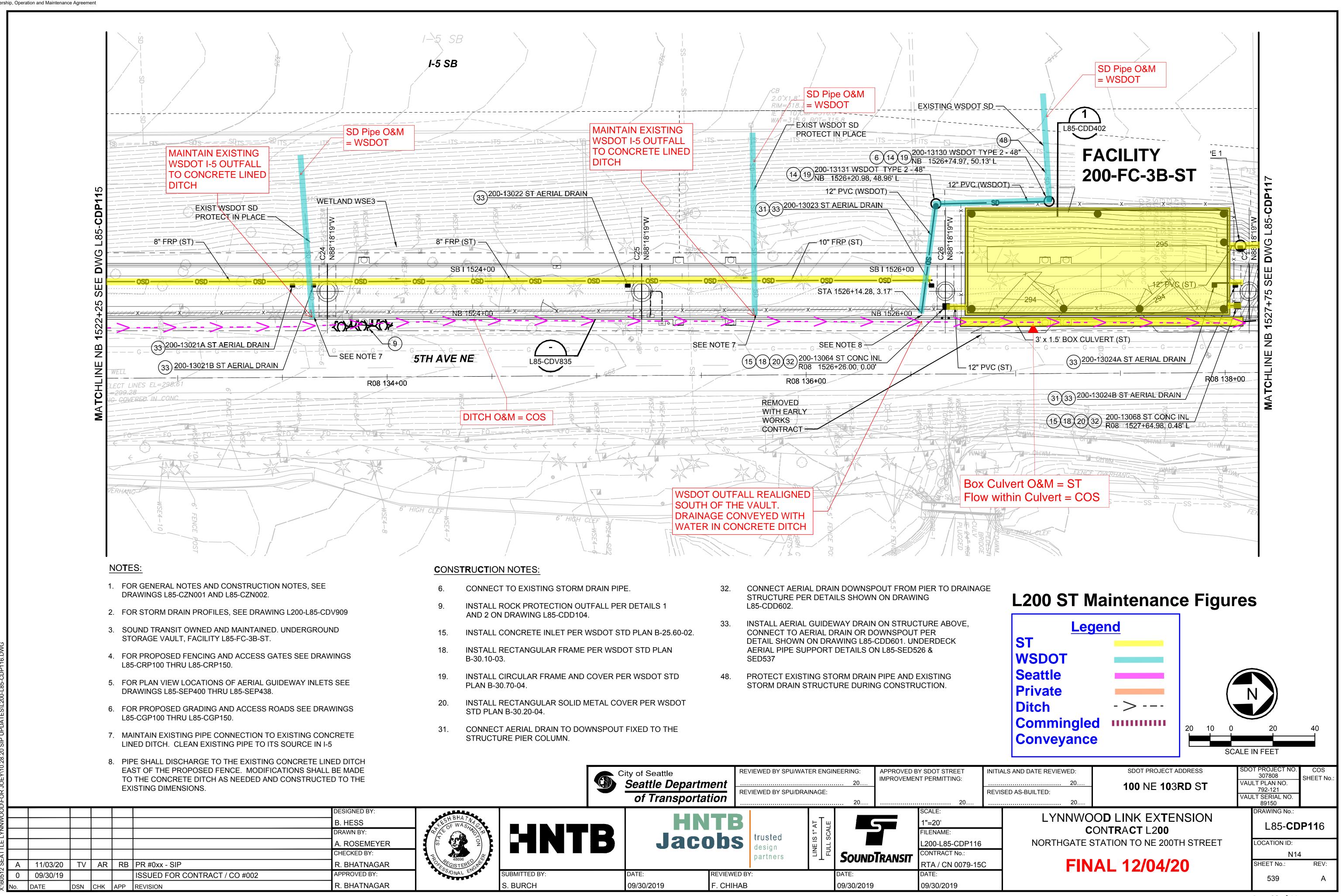
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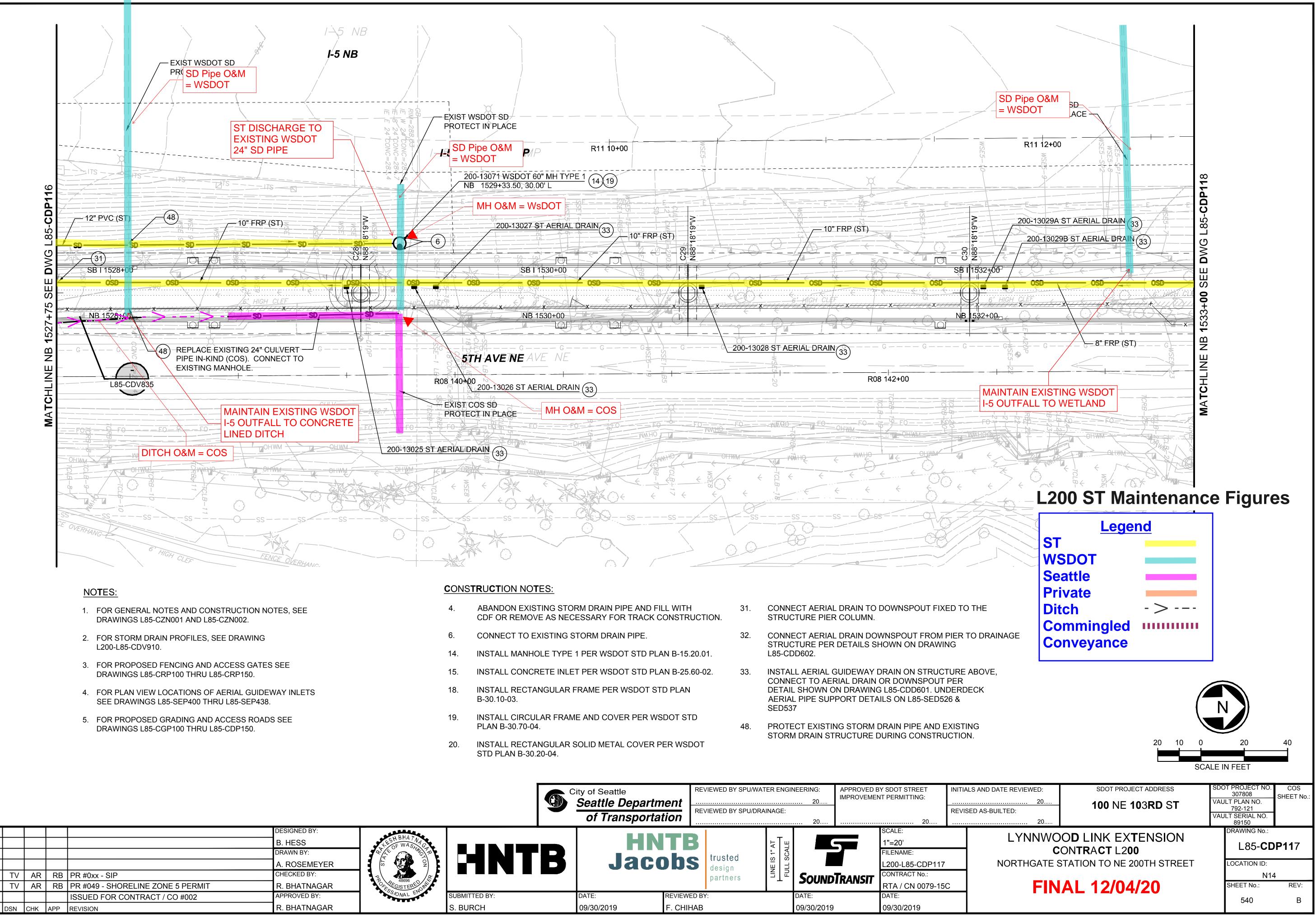




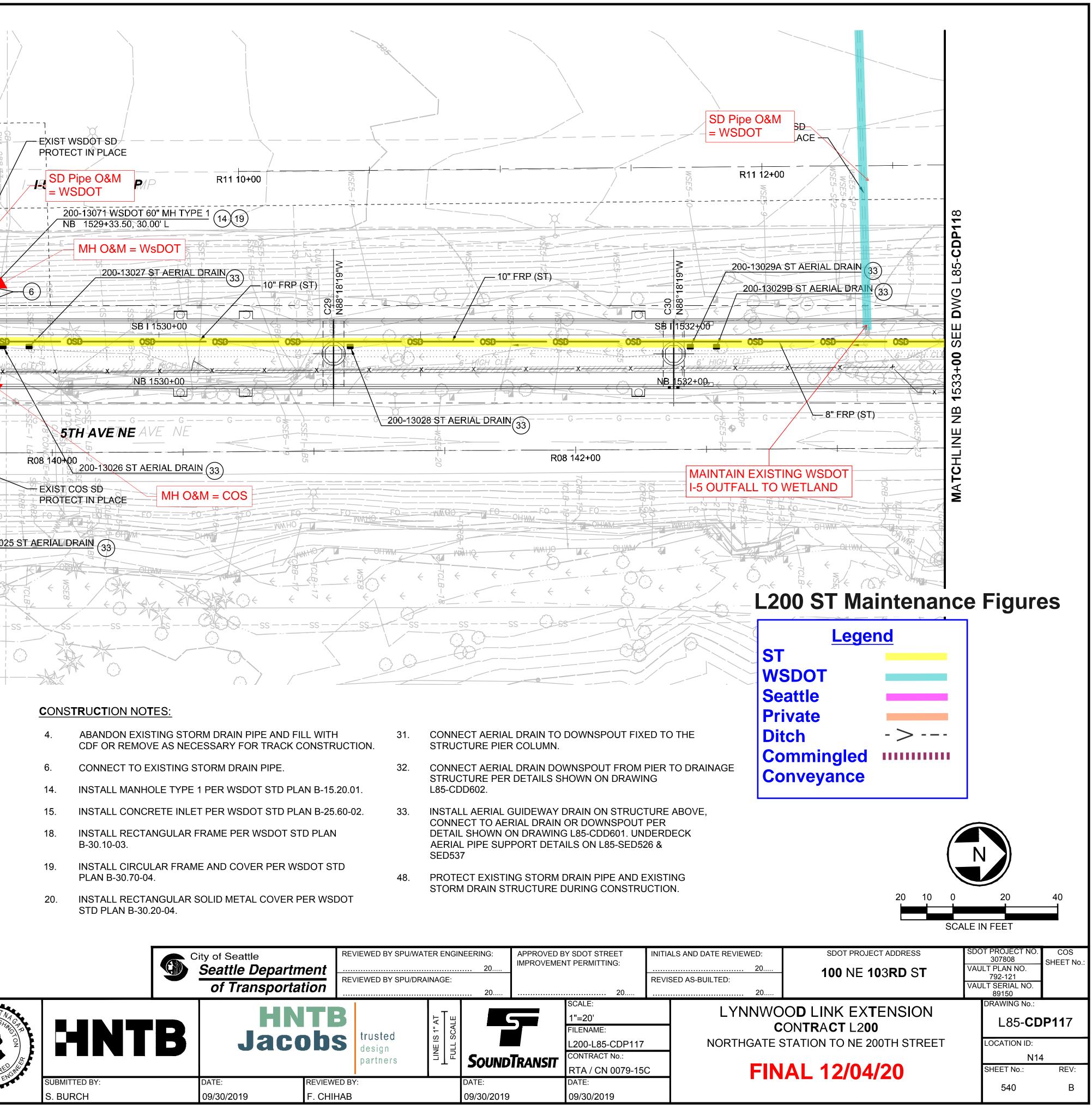
GA 0070-21/SPU 21-269-A Exhibit A Page 28 of 44



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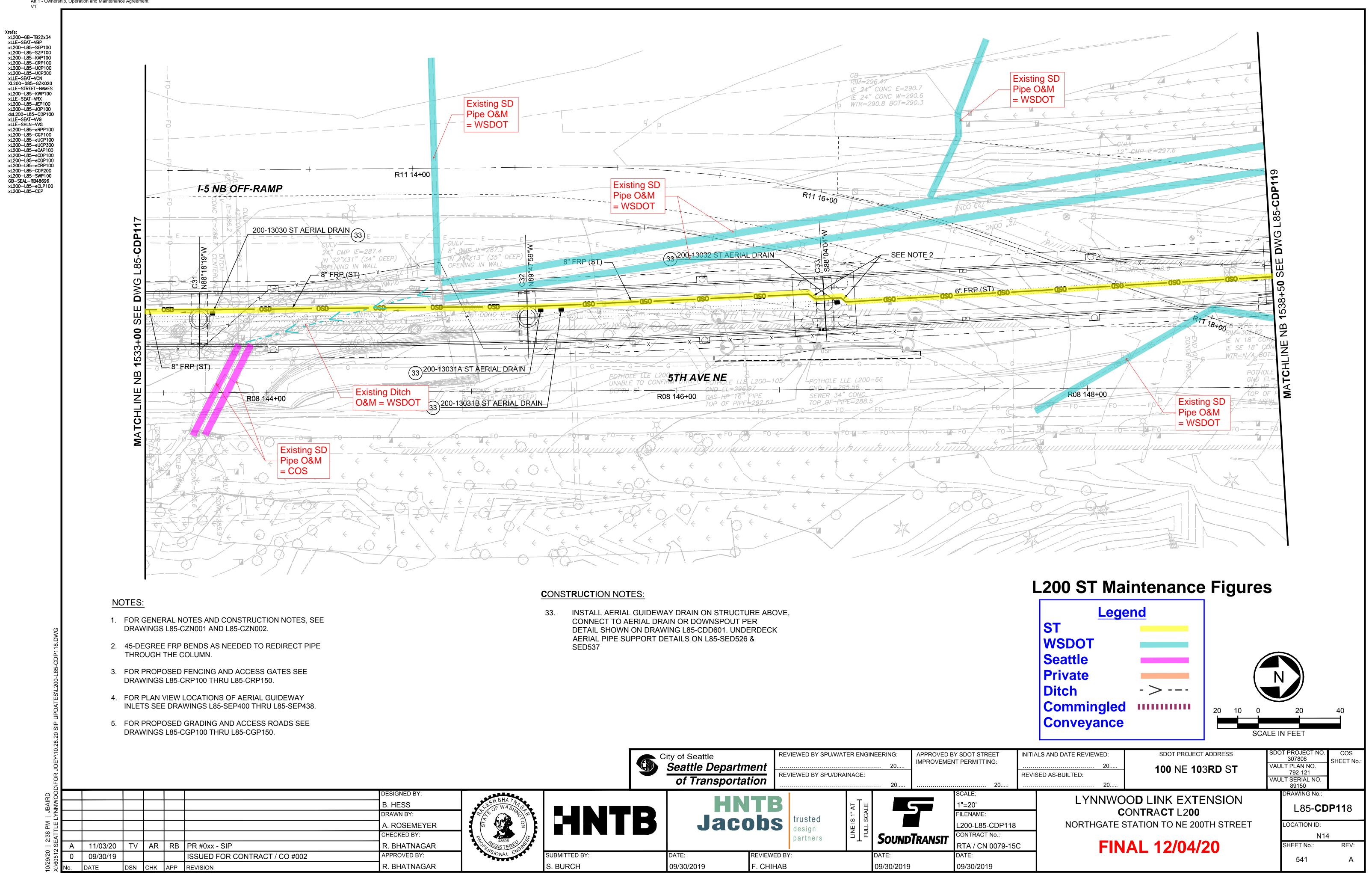


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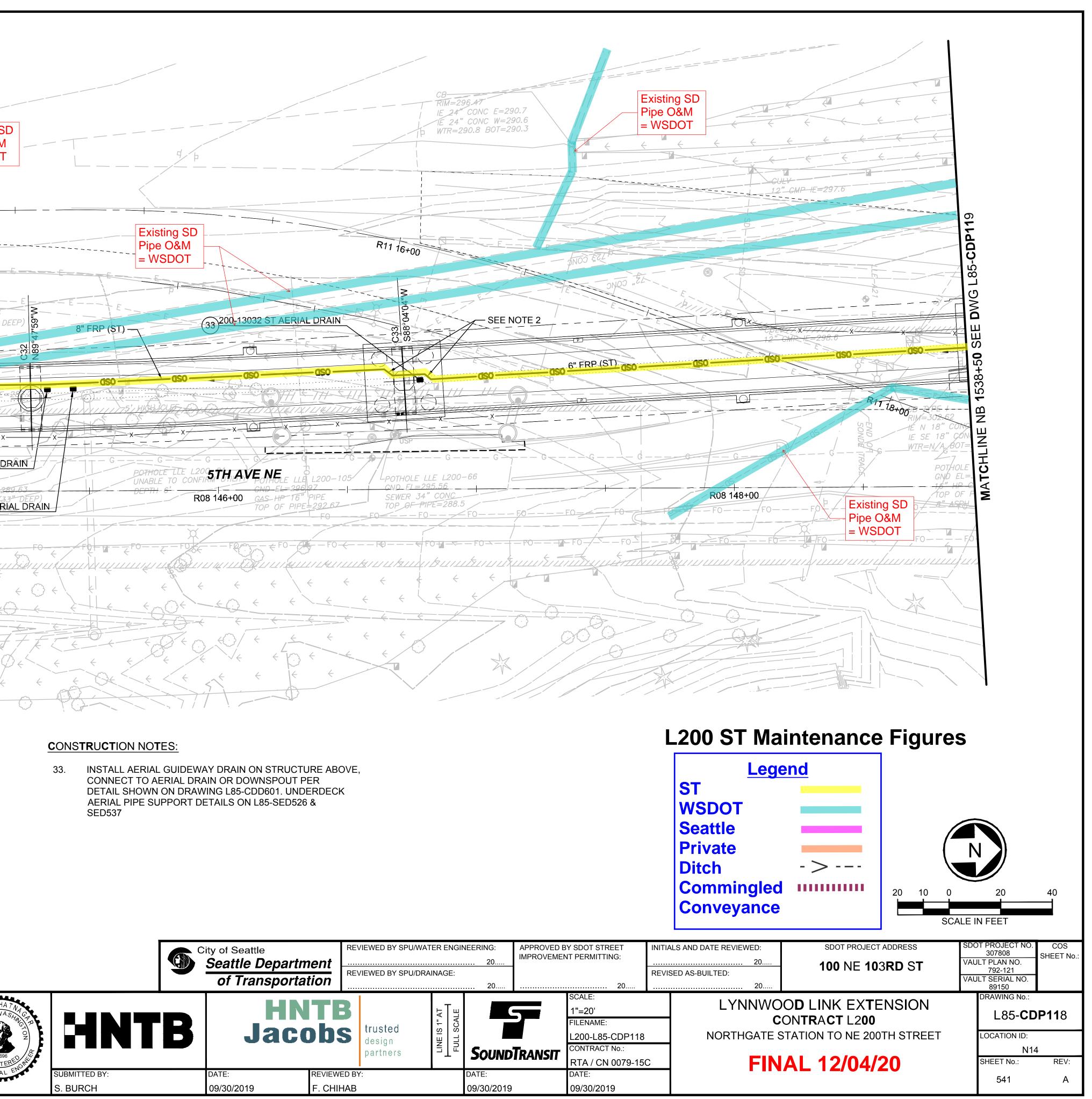


GA 0070-21/SPU 21-269-A Exhibit A

Page 29 of 44

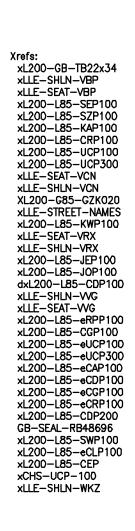


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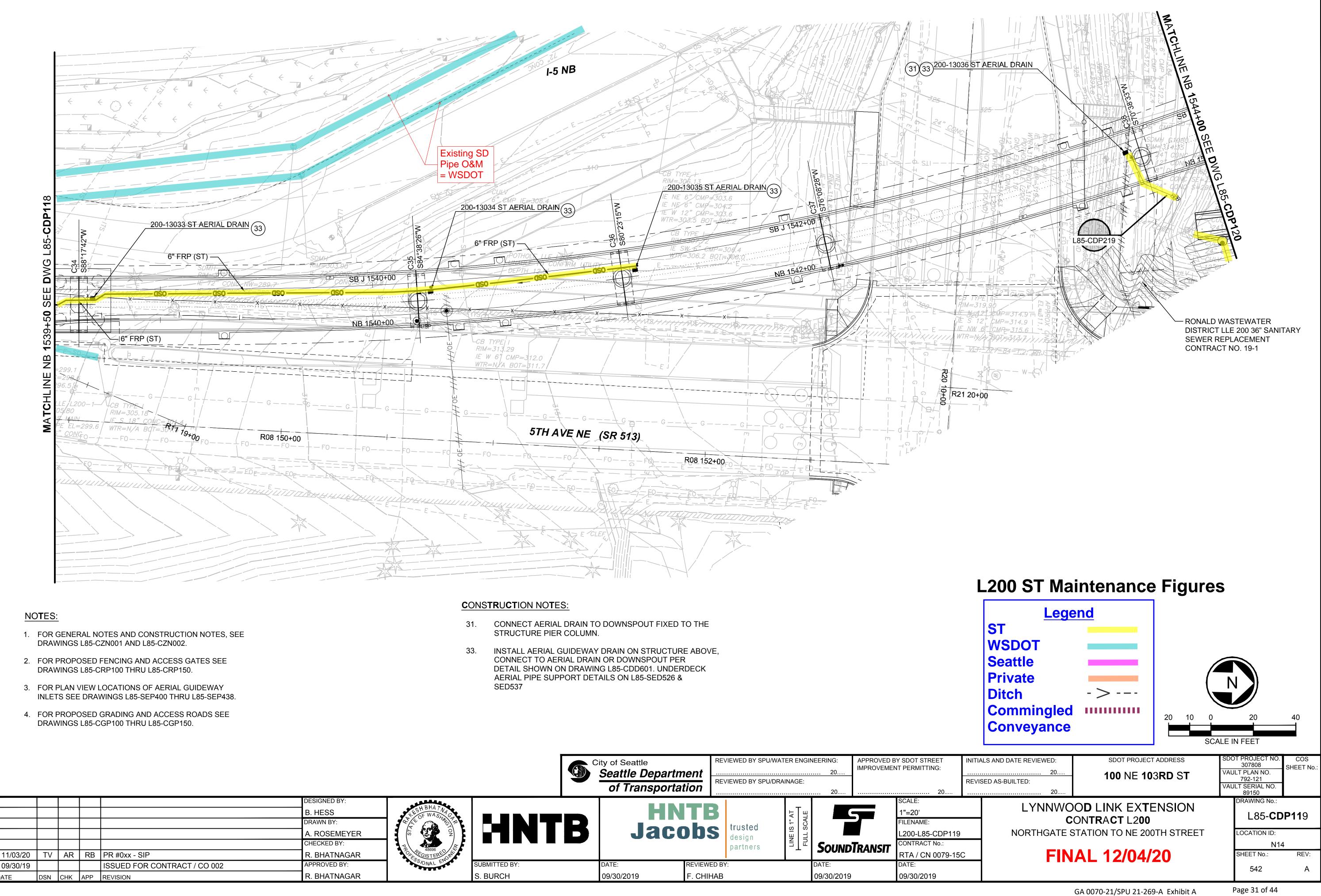


GA 0070-21/SPU 21-269-A Exhibit A

Page 30 of 44

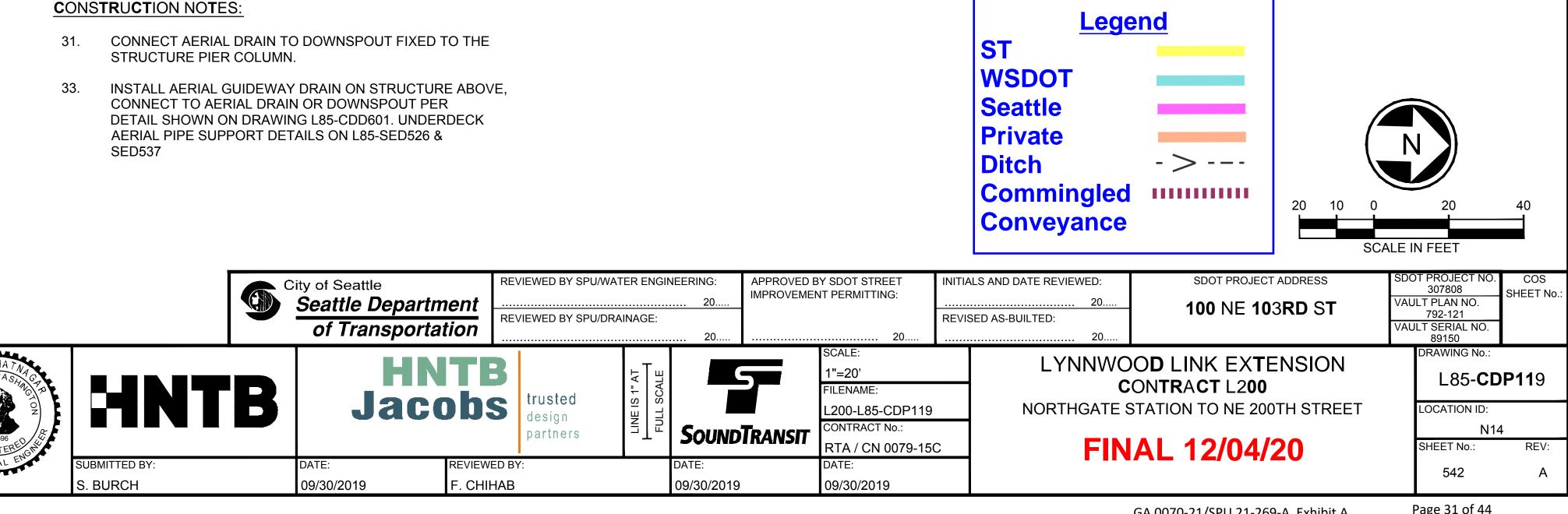


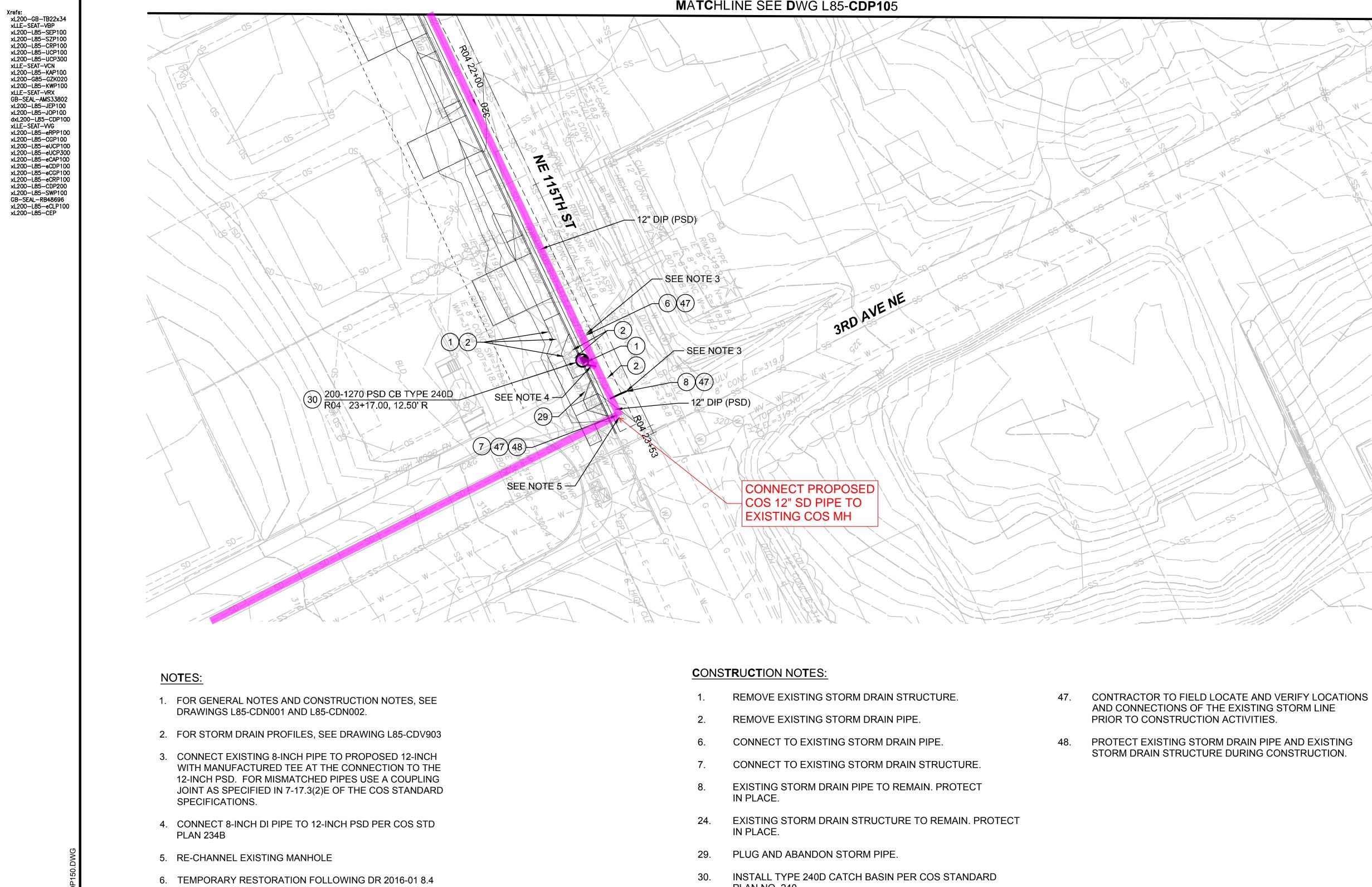
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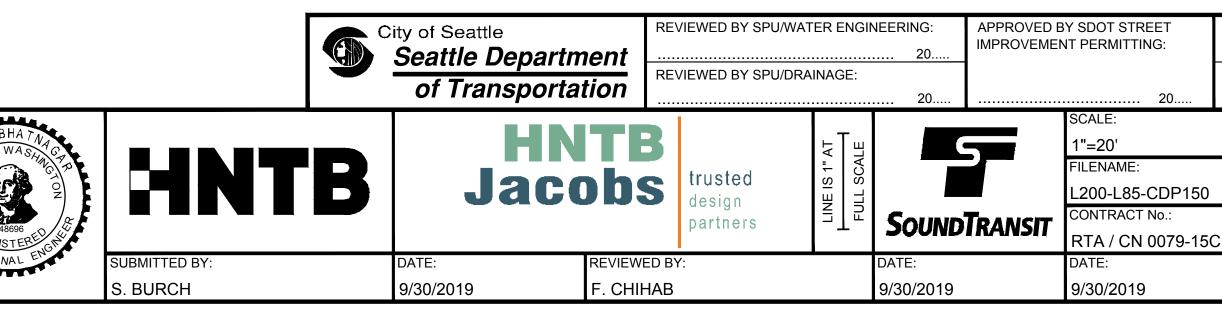
FOR INTERIM PAVEMENTS ON NON-ARTERIAL **RESIDENTIAL STREETS: 2" MIN COMPACTED THICKNESS** HMA PLACED OVER 4 INCH MIN COMPACTED THICKNESS LAYER OF CRUSHED ROCK MINERAL AGGREGATE TYPE 1 OR 2. FULL RESTORATION ANTICIPATED TO FOLLOW WITH ISSUANCE OF SIP #307808.

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MATCHLINE SEE DWG L85-CDP105

- PLAN NO. 240.

- AND CONNECTIONS OF THE EXISTING STORM LINE
- PROTECT EXISTING STORM DRAIN PIPE AND EXIST STORM DRAIN STRUCTURE DURING CONSTRUCTION



L200 ST Maintenance Figures

Legend

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GA 0070-21/SPU 21-269-A Exhibit A Page 32 of 44

EXHIBIT B

FORM OF EASEMENT

Recording Requested By And When Recorded Mail To: Attn: [1] Seattle Public Utilities City of Seattle PO Box 34018 Seattle WA 98124-4108

E /		
	/	
	-	

Reference #s of Documents Released or Assigned:	
Grantor(s):	[3]
Grantee(s):	City of Seattle
Abbr. Legal Description:	[4]
Assessor's Tax Parcel#:	[5]

THIS EASEMENT made this _____ day of _____, 202___ by and between, _____[3]_____ hereinafter called "Grantor", and the City of Seattle, a municipal corporation of the State of Washington (acting through its agency, Seattle Public Utilities), hereinafter called the "City"; WITNESSETH;

That the Grantor, for and in consideration of the sum on One Dollar (1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby conveys and grants to the City, its successors and assigns, the right, privilege and authority to install, construct, alter. improve, operate and reconstruct. erect, repair, maintain [6] and appurtenances, including but not , ("Facilities") over, under, [7] limited to through, across, along and upon property located in King County, Washington, described as follows in:

Legal Description attached hereto as Exhibit A and depiction attached hereto as Exhibit B, both of which are incorporated herein by reference.

1. The City or its agents shall have the right without prior institution of any suit or proceeding at law, at such times as may be necessary, to enter upon said easement area for the purposes herein described, without incurring any legal obligation or liability therefore.

2. In the event Grantee disturbs or damages the easement area or any other part of Grantor's property, Grantee shall at its sole cost repair or restore the disturbed or damaged area to a condition as good as or better than that which existed before Grantee's use of the easement area; provided, that such restoration shall be consistent with the purposes described herein.

3. Grantor shall have the right to use said property in any way and for any other legal purpose not inconsistent with the rights herein granted.

4. Grantor hereby agrees that no building, fence, wall, rockery, trees, shrubbery or obstruction of any kind shall be erected or planted, or any fill material will be placed within the boundaries of said easement area without the written permission of the **City of Seattle's General Manager/CEO of Seattle Public Utilities**.

5. Grantor hereby agrees that no other utility facilities, such as conduits, cables, pipelines, vaults poles, posts, whether public or private, will be installed within five (5) horizontal feet of the Facilities. All crossings must maintain a minimum vertical clearance of 12 inches from said Facilities. Sewer crossings must maintain a minimum vertical clearance of 18 inches from said Facilities.

[10]

6. Grantor agrees to allow the City, its agents or assigns, the use of such additional area immediately adjacent to said easement area, as shall be required for the construction, reconstruction, maintenance and operation of said Facilities. Said area will be returned to as good a condition as it was immediately before the property was entered upon by the City or its agents.

7. In an emergency the City shall have the right to close the easement area and to cut into any private roadway without prior notice.

8. Grantor waives any present or future claim against the City relating to hazardous substances, pollutants, or contaminants, and shall indemnify the defend the City from any such claim, including enforcement action by a regulatory agency, unless the hazardous substances, pollutants or contaminants result from the City's operations.

9. This agreement and each of the terms, provisions, conditions and covenant herein, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

Att 1 - Ownership, Operation and Maintenance Agreement V1

GRANTOR: [3]				
Ву:				
Print Name:				
Its:	_(title)			
STATE OF WASHINGTON)) ss.				
) ss.				
On this day of for the State of Washington,	duly	, 2 commission	20 ed	, before me, a Notary Public in and and sworn, personally appeared
and foregoing instrument, and her	reby acl any for	knowledged the uses and	that purp	[3] that executed the within said instrument was the free and poses therein mentioned, and on oath on behalf of [3] .

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(notary seal)

Signature:

Print name: Notary Public in and for the State of Washington Residing at: My commission expires:

Exhibit "A"

Legal Description

[8]

Exhibit "B"

Easement Area Map

[9]

EXHIBIT C

MEMORANDUM OF DRAINAGE CONTROL

Page **38 of 44**

Exhibit C

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When Recor	ded, Return to:		
Heather Hewit			
Sound Transit 401 S. Jackso			
Seattle, WA 98	8105		
CHICAGO TITL REF # T00705			
	MEMORANDUM OF DRAINAGE CONTROL		
GRANTOR:	1) Latvian Evangelical Lutheran Church		
GRANTEE: Th	e City of Seattle		
PROPERTY (C	COMPLETE LEGAL DESCRIPTION):		
	CHICAGO TITLE INSURANCE COMPANY has placed the document of record as a customer courtesy and accepts no liability for the accuracy or validity of the document.		
	Legal Description in Exhibit		
Property Street	Address: 11710 3rd Ave NE		
Grantor's Addr	ess: 11710 3rd Ave NE		
City Seattle			
	TOR: 1) Latvian Evangelical Lutheran Church 2)		

Page 39 of 44

THIS Agreement is executed in favor of the City of Seattle ("City") by the undersigned owner(s) ("Grantor") of the real property described above (the "Property"), situated in City of Seattle, King County, State of Washington.

In consideration of the City's granting a permit for the drainage system proposed by Grantor, and for the City's allowing the connection thereof, if any, to the City's drainage system, Grantor hereby agrees and covenants, pursuant to SMC 22.807.020, as follows:

The Drainage Control Plan for City permit $\#_{6713115-CN}$ includes the drainage system for the permit for the above described Property.

WHEREAS; the drainage control facilities, approved and required by said City permit are the key terms of the Property's drainage control plan, which is documented in the Drainage Control Plan drawing(s) as amended by the construction as-built record drawing(s) on file with the City of Seattle.

Informational, as of 2017: The full approved plan and as-built record drawings are available on the City Permits and Property Records website. As of 2017, the website address is <u>http://web6.seattle.gov/dpd/edms/</u>. Email sidesewerinfo@seattle.gov or call the Drainage Review Desk at 206-684-5362 for assistance in finding a copy of the approved plan and as-built record drawing. Maintenance requirements for Stormwater Management Best Management Practices can be found in the City of Seattle Stormwater Manual, available on the City of Seattle Stormwater Code website.

This Drainage Control Plan has Stormwater Best Management Practices (BMPs) required for:

☑ On-site Stormwater Management □ Flow Control ☑ Water Quality □ Structural Source Control

Other drainage system items:

□ Pump(s) □ Catch Basin(s) □ Other (describe) _

The following attached Exhibits provide a summary of the BMPs on the approved Drainage Control Plan:

☑ Exhibit A On-site Stormwater Management Summary Sheet

□ Exhibit B Flow Control Summary Sheet

Z Exhibit C Water Quality Treatment Summary Sheet

Exhibit D Structural Source Control Summary Sheet

Exhibit ____ Additional Legal Description

Memorandum of Drainage Control-page 2

Page 40 of 44

NOW THEREFORE; the Grantor, on behalf of Grantor and Grantor's heirs, successors and assigns, agrees to the following and hereby creates a covenant running with the land that shall be binding upon all parties and their heirs, successors and assigns forever:

The Grantor, on behalf of Grantor and Grantor's heirs, successors and assigns, agrees to and shall (1) inspect and maintain the above described drainage system in accordance with the provisions of Seattle Municipal Code (SMC) Chapters 22.800 – 22.808 and any other provisions applicable to the facilities, as now and hereafter in effect, (2) implement the terms of the drainage control plan required by the SMC, and (3) inform all future purchasers, successors and assigns of the existence of the drainage control facilities and other elements of the drainage control plan, the limitations of the drainage system, and of the requirement for the facilities' continued inspection and maintenance; and

The obligations of Grantor and each of Grantor's heirs, successors and assigns under this Memorandum of Drainage Control shall terminate when that person, sells, devises or transfers the Property, or his or her interest therein, unless the obligation arises out of a claim of negligence or intentional act of that person. Further, recording of this Memorandum of Drainage Control as required herein shall satisfy the obligations to inform under subsection (3) above.

The Grantor, on behalf of Grantor and Grantor's heirs, successors and assigns, hereby grants permission for authorized representatives of the City of Seattle to enter onto the Property for inspection, monitoring, correction or abatement of conditions related to the Property's drainage control plan, drainage control facilities, Chapters SMC 22.800 – 22.808 or any other SMC provision applicable to drainage control, as now and hereafter in effect; and

The Grantor, on behalf of Grantor and Grantor's heirs, successors and assigns, (1) agrees and acknowledges that the City is not responsible for the adequacy or performance of the drainage control plan or the drainage control facilities, (2) agrees to accept any and all risks of harm, loss, or damage related to the drainage control plan or the drainage control facilities and (3) hereby waives any right to assert any and all present and future claims against the City, whether known or unknown, for any harm, loss or damage occurring either on or off the Property, related to the drainage control plan, the drainage control facilities, or drainage or erosion on the Property, except only for such harm, damages and losses that directly result from the sole negligence of the City.

This Memorandum of Drainage Control shall be recorded in the real estate records of the Office of Records and Elections of King County, Washington. If any provision of this Memorandum is held invalid, the remainder of the Memorandum is not affected.

Memorandum of Drainage Control—Page No. 3

CORPORATE OWNER. PARTNERSHIP OWNER. LIMITED LIABILITY COMPANY OWNER/OTHER LEGAL ENTITY OWNER — attach more pages if needed Date State of Washington)) ss County of KING Owner/Grantor I certify that know prhave satisfactory evidence that _ is the person who appeared before me, and said person acknowledged that he/she signed this **Printed Name** instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the AHSCIPY IL FL. (type of authority, e.g., partner, trustee, title of officer, personal representative, guardian, attorney in fact for a principal, etc.) Address Evanactice ution of in (name of owner/entity on behalf of whom instrument was executed), to be the free and voluntary act of such party for the uses and purposes Address mentioned in the instrument. 5 nzo Date d for the State of Washington NOTARY PUBLIC in Spatt Residing at Name My commission 1 220 expires. PRINT NAME: +Notary Seal: Memorandum of Drainage Control—Page No.

	Exhib	it A: On-site Stormw	ater Mana	agement Su	immary Sh	leet	
his inform	nation is taken from the D	Prainage Control Plan a	pproved as	part of a bui	lding, site v	vork or master use plan.	
roject in	formation						
Site Address			11710 3rd Ave NE				
SDCI Project Number			673115-CN				
Project Type			Parcel-Based				
Total S	Site Area			57,	.530 sf		
Total New plus Replaced Hard Surface Area Existing Hard Surface Area to Remain				<u>3,542</u> sf <u>0</u> sf			
Undisturbed and protected site area				<u>51,318</u> sf			
ite Infor	mation						
Approved Point of Stormwater Discharge				Public Storm Drain Main			
Drainage Basin				ed Creek Ba			
Approved Point of Wastewater Discharge				Public Sanitary Sewer Main			
•••	ved Point of Sub-Surfa	-	Public St	orm Drain I	Main		
	Control is required (See	Exhibit B	v				
if required)				Yes Pre-Developed Pasture and Peak Control Standard			
Flow Control Standard Water Quality Treatment is required (See				sopeu Past	ure anu Pe	tak control standard	
		equireu (see	Yes				
Exhibit C if required) Treatment Requirement(s)			Basic				
Struct	ural Source Control is r						
	t D if required)		No				
	tormwater Manageme	nt					
	_			Contrib.	Facility	Facility Can C	
Surfac	e Description	On-site BMP		Area (sf)	Size (sf)	Facility Configuration	
1	Surface:Surface 1	Non-Infiltrating Bio	retention	2455 sf	96 sf	Sloped sides 6 inch	
2	Surface:Surface 2	None Feasible		1087 sf	-		
2	Surface:Surface 2	None reasible		1007 21	-		

Page 43 of 44

GA 0070-21/ SPU 21-269-A Exhibit C

MEMORANDUM OF DRAINAGE CONTROL **Exhibit C: Water Quality Treatment Summary Sheet** Water Quality Treatment Requirement(s) (Select all that apply) Basic Treatment Enhanced Treatment Oil Control Treatment Phosphorus Treatment WQ Treatment BMPs (Select all that apply) Basic Biofiltration Swale Splashblock Downspout Dispersion Wet Biofiltration Swale Trench Downspout Dispersion Continuous Inflow Biofiltration Swale Sheet Flow Dispersion Compost-amended Biofiltration Swale Concentrated Flow Dispersion Permeable Pavement Surface Basic Filter Strip Non-infiltrating Bioretention Compost-amended Vegetated Filter Strip Combined Detention and Wet Pond Media Filter Drain Combined Detention and Wet Vault Basic or Large Sand Filter Basin Sand Filter Vault Combined Detention and Stormwater Wetland Linear Sand Filter Bay Filter® (BaySaver Technologies, Inc.) MWSs - Linear Modular Wetland (Bio Clean Wet Ponds - Large or Basic Environmental Services, Inc.) Filterra ® System (CONTECH Engineered Wet Vault Solutions, LLC) Filterra ® Bioscape (CONTECH Engineered Stormwater Treatment Wetland Solutions, LLC) Media Filtration System (CONTECH Engineered Oil/Water Separators - API Baffle Type Solutions, LLC) StormFilter using PhosphoSorb Media Oil/Water Separators - Coalescing Plate (CONTECH Engineered Solutions, LLC) StormFilter using ZPG Media (CONTECH Infiltration Trench Engineered Solutions, LLC) FloGard Perk Filter ® (Oldcastle Precast, Inc.) Infiltrating Bioretention ecoStorm plus (Watertectonics, Inc.) Permeable Pavement Facility Infiltration Basin ecoStorm plus (Watertectonics, Inc.) Infiltration Chamber Other (describe) Other (describe)

Page 44 of 44