



**DOWNTOWN SEATTLE TRANSIT TUNNEL  
TRANSFER AGREEMENT**

**BY AND BETWEEN**

**KING COUNTY**

**AND**

**CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**

**LIST OF ADDENDA AND EXHIBITS**

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## **DOWNTOWN SEATTLE TRANSIT TUNNEL TRANSFER AGREEMENT**

**THIS DOWNTOWN SEATTLE TRANSIT TUNNEL TRANSFER AGREEMENT** (“Transfer Agreement”) is made and entered by and between **KING COUNTY**, a home rule charter county and political subdivision of the State of Washington (the “County”) and the **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, a regional transit authority organized under chapter 81.112 RCW (“Sound Transit”). The County and Sound Transit are also referred to herein individually as a “Party” or collectively as “Parties.” This Transfer Agreement shall be effective as of the date it has been executed by both Parties (“Effective Date”).

### **RECITALS**

**A.** The County has broad powers to provide public transportation within the County’s geographic boundaries. The County owns and operates an extensive system of buses, vanpools, accessible services vehicles, park and ride lots, transit centers, transit hubs, and other transportation facilities within the County.

**B.** Sound Transit has all powers necessary to implement a high-capacity transportation system within its geographic boundaries in Snohomish, King and Pierce counties. Sound Transit owns and operates light rail, commuter rail, and regional express bus/HOV systems that are integrated with local transit systems and use an integrated regional fare structure.

**C.** In 1990 the Municipality of Metropolitan Seattle (“Metro”), now merged with the County, completed construction of the Downtown Seattle Transit Tunnel (the “DSTT”), an approximately 1.3-mile-long pair of transit tunnels that provide an additional right of way for transit vehicles in downtown Seattle that includes the “DSTT Assets,” as described in Section 1.1. The DSTT is located under downtown Seattle streets, and, commencing at the north terminus point, runs west under Pine Street from 9th Avenue to 3<sup>rd</sup> Avenue, and then south under 3<sup>rd</sup> Avenue to South Jackson Street, as generally depicted on **EXHIBIT A** (“**DSTT DEPICTION**”).

**D.** The City of Seattle (the “City”) holds its streets and other public rights-of-way, including but not limited to the right of way for the DSTT, in trust for the convenience of public travel, and has legal authority to regulate and control the use of such streets and public right-of-way for that purpose. Through that certain Master Cooperation Agreement between the City and Metro, dated October 1985 (as amended, the “Master Cooperation Agreement”), and authorized by City Ordinance 112462, the City granted Metro (now the County), the right to use the City right-of-way for the DSTT for so long as it is used for public transportation purposes, subject to the terms and conditions of that Master Cooperation Agreement, future agreements between the City and Metro, and the City’s authority over its streets and other public rights-of-way. Through that certain Agreement between the City and Sound Transit for Grant of Non-Exclusive Use of a Light Rail Transit Way as Related to the Central Link Light Rail Project, dated July, 2000, and authorized by City Ordinance 1199975 (the “Transit Way Agreement”), the City granted Sound Transit the right to use the City right-of-way for the DSTT for so long as it is used for public transportation purposes, subject to the terms and conditions of that Transit Way Agreement, future

agreements between the City and Sound Transit, and the City's authority over its streets and other public rights-of-way.

**E.** Under that certain Agreement regarding the Design, Construction, Operation, and Maintenance of the Downtown Seattle Transit Tunnel and Related Facilities, entered into between the County, Sound Transit and the City and effective July 9, 2002 (the "2002 Joint Operating Agreement"), the DSTT, used only by buses prior to that time, was closed until 2005 while Sound Transit made modifications to allow for light rail use. From 2009, when light rail ("Link") use commenced, to 2019, the DSTT was jointly used by County buses, Sound Transit buses and Sound Transit light rail. In March 2019, bus operations ceased in the DSTT.

**F.** The County has continued to own and manage operations in the DSTT under the 2002 Joint Operating Agreement and has operated the light rail system on behalf of Sound Transit under a 2003 Intergovernmental Agreement Between Sound Transit and King County for the Operations and Maintenance of Central Link Light Rail, as amended ("2003 Link Operating Agreement"). On July 15, 2019, Sound Transit and the County entered into an Intergovernmental Agreement for the Operation and Maintenance of Link (the "Link O&M Agreement"), as amended in 2020 and 2021, that replaced the 2003 Link Operating Agreement and pursuant to which the County continues to operate and maintain Sound Transit's Link light rail system as further described in the Link O&M Agreement.

**G.** In 2008 and 2016, voters approved Sound Transit ballot measures ("Sound Transit 2" and "Sound Transit 3") to fund system expansion, including additional light rail, commuter train and bus service.

**H.** In July 2018, the County sold its Convention Place Station ("CPS") property to the Washington State Convention Center ("WSCC") for use by WSCC as the site of a new convention center addition project. The CPS property served as the northern terminus staging, bus stop and layover facility for County buses entering and exiting the DSTT. As a result of the sale and subsequent redevelopment of the CPS property, the County ceased use of the CPS property.

**I.** Sound Transit has appraised the monetary value of and has conducted extensive due diligence of the DSTT. Sound Transit is conducting additional due diligence and is developing plans to address identified conditions of the DSTT and its systems, and requires ongoing support from the County as it transitions into ownership of the DSTT.

**J.** Upon and subject to the terms and conditions of this Transfer Agreement, the County and Sound Transit intend to provide for the transfer of the County's interest in the real estate and assets that comprise the DSTT from the County to Sound Transit, including but not limited to associated real property interests and certain fixtures, improvements, contract rights, equipment, artwork and other related assets, and to assure that the region's goals of providing quality and efficient transit service are met.

**K.** The Parties enter into this Transfer Agreement pursuant to the authority granted in RCW 81.112.070, RCW 81.112.080, RCW ch. 39.33, and other applicable laws.

## AGREEMENT

NOW, **THEREFORE**, in consideration of the recitals, promises and mutual covenants contained herein, and other valuable consideration described in **ARTICLE 2.1**, receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

### ARTICLE 1. CONVEYANCE AND TRANSFER OF THE DSTT AND AGREEMENTS

**1.1. DSTT ASSETS.** The County shall convey and transfer to Sound Transit on the Closing Date (as defined in **ARTICLE 8.1**) and Sound Transit shall accept from the County on the Closing Date all of the County's right, title and interest in the DSTT and consisting of the real estate, assets and related agreements identified in **EXHIBITS B-1 (DSTT STRUCTURE), B-2 (DSTT FIXED ASSETS), B-3 (DSTT REAL ESTATE RIGHTS), B-4 (DSTT ARTWORK) and B-5 (DSTT ARTIST AGREEMENTS)**, attached hereto (the "DSTT Assets").

**1.2. RETAINED ASSETS.** The DSTT Assets exclude certain improvements described on **EXHIBIT C**, attached hereto (the "Retained Assets"). Nothing in this Transfer Agreement or any instrument made in connection herewith shall be construed as assigning or conveying any right, title or interest in the Retained Assets. For the purposes of this Transfer Agreement, the definition of DSTT Assets expressly excludes the Retained Assets.

**1.3. NEW AGREEMENTS, LEASES AND CONTRACTS.** Except as otherwise provided herein, from and after the date this Transfer Agreement is executed until the Closing Date or the expiration or termination of this Transfer Agreement, the County shall not enter into any written or oral agreements, leases or contracts with respect to the DSTT Assets which cannot be terminated on or before the Closing Date. On or before the Closing Date, the County shall terminate all agreements, leases and contracts, or portions thereof, affecting the DSTT Assets to which it is a party and that are not to be assigned to Sound Transit.

**1.4 CONVEYANCE.** On the Closing Date, the County shall convey and transfer to Sound Transit the County's right, title and interest in the DSTT Assets, including the transfer and assignment to Sound Transit of the DSTT Artist Agreements, by execution of and in accordance with the DSTT Transfer and Conveyance Agreement substantially in the form attached as **EXHIBIT D** and a form of Quitclaim Deed as described therein and substantially in the form attached as **EXHIBIT E**.

**1.5 COOPERATION AGREEMENTS.** On the Closing Date, the Parties shall execute the Metro Facilities Agreement, in substantially the form attached hereto as **EXHIBIT F-1** (the "**FACILITIES AGREEMENT**"), and the Downtown Seattle Transit Tunnel Station Advertising Revenue Share Agreement, in substantially the form attached hereto as **EXHIBIT F-2** (the "**ADVERTISING AGREEMENT**," and together with the Facilities Agreement, the "Cooperation Agreements").

### ARTICLE 2.

## CONSIDERATION

**2.1. DSTT ASSETS AND COOPERATION AGREEMENTS.** The Parties deem (i) the conveyance and transfer of the County's right, interest in and title to the DSTT Assets, (ii) Sound Transit's assumption of responsibility for, and ongoing operation and maintenance of, the DSTT Assets, and (iii) the entry into the Cooperation Agreements, essential to the support of public transportation and public facilities, and sufficient to constitute full and complete consideration for this intergovernmental transaction.

## ARTICLE 3.

### REPRESENTATIONS AND WARRANTIES OF THE PARTIES AND CONDITION OF PROPERTY

**3.1. WARRANTIES AND REPRESENTATIONS OF THE COUNTY.** As of the Effective Date and as of the Closing Date, the County represents and warrants as follows:

**3.1.1. ORGANIZATION.** The County is a political subdivision of the State of Washington duly organized, validly existing and in good standing under the laws of the State of Washington.

**3.2. REPRESENTATIONS AND WARRANTIES OF SOUND TRANSIT.** As of the Effective Date and as of the Closing Date, Sound Transfer represents and warrants as follows:

**3.2.1. ORGANIZATION.** Sound Transit is a regional transit authority duly organized, validly existing and in good standing under the laws of the State of Washington.

### 3.3. CONDITION OF TUNNEL ASSETS.

**3.3.1. THE COUNTY'S DISCLOSURE STATEMENT.** To the maximum extent permitted by RCW ch. 64.06, Sound Transit expressly waives its right to receive from the County a seller's disclosure statement ("Seller Disclosure Statement") and to rescind this Transfer Agreement, both as provided for in RCW ch. 64.06. The County and Sound Transit acknowledge and agree that Sound Transit cannot waive its right to receive the section of the Seller's Disclosure Statement entitled "Environmental" if the answer to any of the questions in that section would be "yes." If applicable, the County shall provide such Seller's Disclosure Statement within three (3) Business Days from the Effective Date. Nothing in any Seller's Disclosure Statement delivered by the County creates a representation or warranty by the County, nor does it create any rights or obligations in the Parties except as set forth in RCW ch. 64.06. Sound Transit is advised to use its due diligence to inspect the DSTT as allowed for by this Transfer Agreement, and that the County may not have knowledge of defects that careful inspection might reveal. Sound Transit specifically acknowledges and agrees that any Seller Disclosure Statement delivered by the County is not part of this Transfer Agreement, and the County has no duties to Sound Transit other than those set forth in this Transfer Agreement. Notwithstanding the foregoing, the County and Sound Transit expressly acknowledge and agree that delivery of any Seller Disclosure Statement is made subject to **ARTICLE 3.3.2** hereof.

**3.3.2. THE COUNTY’S DISCLAIMER OF CONDITION OF THE DSTT ASSETS.** The County has not made, and does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts, or guarantees, of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality or condition of the DSTT Assets. The County is transferring the DSTT Assets to Sound Transit and Sound Transit is acquiring the DSTT Assets and all interest therein as provided for in the Transfer Agreement, in an “as-is with all faults” basis with any and all patent and latent defects. Sound Transit is not relying on representations or warranties, express or implied, of any kind whatsoever from the County with respect to any matters concerning the DSTT Assets, including, without limitation:

**3.3.2.1.** The water, soil and geology in and around the DSTT Assets;

**3.3.2.2.** The physical condition of the DSTT Assets;

**3.3.2.3.** The operating history, projections, valuation or income to be derived from the DSTT Assets;

**3.3.2.4.** The tax consequences of this transaction;

**3.3.2.5.** The suitability of the DSTT Assets for any and all activities and uses that Sound Transit or anyone else may conduct thereon;

**3.3.2.6.** The requirement of, or existence of, or compliance with, any licenses, certificates of authority, authorizations, registrations, franchises or similar approvals from any governmental authority;

**3.3.2.7.** The availability or existence of any water, sewer, or other utilities or utility rights;

**3.3.2.8.** The compliance or noncompliance of or by the DSTT Assets or their operation with any laws, rules, ordinances, regulations or decrees of any applicable governmental authority or body or the zoning or land use designation for the DSTT Assets;

**3.3.2.9.** The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the DSTT Assets;

**3.3.2.10.** The manner or quality of the construction, materials, equipment and systems incorporated into the DSTT Assets;

**3.3.2.11.** The presence of any wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials;

**3.3.2.12.** The actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the DSTT Assets, and the compliance or noncompliance of or by the DSTT Assets or their operation with applicable federal, state, county and local laws and regulations, including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. For purposes of this Transfer Agreement, the term “Environmental Law” shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. (“RCRA”); the Washington State Model Toxics Control Act, RCW ch. 70A.300 (“MTCA”); the Washington Hazardous Waste Management Act, RCW ch. 70A.305; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Transfer Agreement, the term “Hazardous Substance” shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law; or

**3.3.2.13.** Any other matter with respect to the DSTT Assets.

**3.3.3.** The DSTT Assets shall be conveyed with no warranties of title, and shall be subject to all matters affecting the DSTT Assets whether of record or not, including but not limited to (i) the lien of unpaid taxes not yet due and payable; (ii) matters which would be disclosed by a current, accurate survey of the DSTT Structure; or (iii) the rights granted to third parties pursuant to any license or lease. Furthermore, the County does not make any representations or warranties as to whether the rights delineated in the DSTT Real Estate Rights provide contiguous rights or interest spanning the length and width of the DSTT Structure sufficient to allow the DSTT to be utilized by Sound Transit for any particular purpose. Sound Transit confirms it is willing to accept the DSTT on this basis and that it shall, at its election but at no expense to the County, acquire or obtain any further rights, title, interest, notices and/or permissions if it is subsequently determined that any of the same is required in order to construct, conduct, maintain, repair and/or replace the DSTT Assets.

**3.3.4. SOUND TRANSIT ACCEPTANCE OF CONDITION OF DSTT ASSETS; AS IS TRANSFER AND RELEASE.**

**3.3.4.1.** Sound Transit acknowledges and accepts the County’s disclaimer in **ARTICLE 3.3.2** and **ARTICLE 3.3.3** of this Transfer Agreement.

**3.3.4.2.** Prior to Closing, Sound Transit will have conducted a physical inspection and made all investigations that Sound Transit deems necessary in connection with its acquisition of the DSTT Assets. Sound Transit further acknowledges and agrees that, having been given the opportunity to inspect the DSTT Assets, Sound Transit is relying solely on its own



investigation of the DSTT Assets and is not relying on any information provided or to be provided by the County and that Sound Transit is acquiring the DSTT Assets in an “as-is with all faults” basis.

**3.3.4.3.** Sound Transit acknowledges and agrees that it will approve and accept the DSTT Assets and shall acquire the DSTT Assets in “as-is with all faults” basis with any and all patent and latent defects, including, without limitation, the structural condition of the DSTT Assets, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the DSTT Assets, and the compliance or noncompliance of or by the DSTT Assets or its operation with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. Sound Transit acknowledges and agrees that Sound Transit shall have no recourse against the County for, and waives, releases and discharges forever the County from, any and all past, present or future claims or demands, and any and all past, present or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys’ fees) of any and every kind or character, known or unknown (collectively, “Losses”), which Sound Transit might have asserted or alleged against the County arising from or in any way related to the DSTT Assets, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the DSTT Assets. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or decree or by order of or agreement with any governmental authority, or that is conducted voluntarily, (b) losses for injury or death of any person, and (c) losses arising under any Environmental Law, whether or not enacted prior to or after transfer of the DSTT Assets.

## **ARTICLE 4.**

### **TITLE AND SURVEY MATTERS**

**4.1 Title Commitments.** Sound Transit has obtained commitments for a title insurance policy to be issued by Chicago Title Insurance Company (the “Title Company”) describing the Real Estate Rights, showing all matters pertaining to the Property, listing Sound Transit as the prospective named insured and showing as the policy amount the appraised value (the “Commitments”).

**4.2 Survey.** Sound Transit has obtained a LIDAR survey of the DSTT.

**4.3 Title Policy.** Sound Transit may elect to purchase at Closing, an Owner's standard or extended coverage title insurance policy (ALTA Owner’s Policy) issued by the Title Company. The County shall provide any affidavits, certifications or instruments duly executed

or acknowledged by the County as reasonably may be required by the Title Company to issue the Title Policy.

## ARTICLE 5

### COUNTY RESPONSIBILITIES PRIOR TO AND AFTER CLOSING

**5.1 PRE-CLOSING RESPONSIBILITY.** At all times after the Effective Date and prior to the Closing Date, the County shall: (a) maintain all usual and necessary business records pertaining to the DSTT; (b) except for the IDS Easement (as defined in **ARTICLE 7.1.8**), not create, amend, modify, or change any easement, license, or right of entry (except those licenses and rights of entry granted by the County that expire prior to the Transfer Date), directly affecting any of the DSTT Assets, without Sound Transit's written consent first having been obtained, which consent shall not be unreasonably withheld; (c) obtain Sound Transit's approval prior to making any substantial improvements to the DSTT Assets, which approval shall not be unreasonably withheld; and (d) maintain the DSTT in its current condition and state of repair (normal wear and tear and casualty loss excepted). During the period from the Effective Date to the Closing Date, if the County learns of the occurrence of an event that could materially affect the DSTT or the pending conveyance of the DSTT, then the County will immediately notify Sound Transit of such event. Nothing contained within this Transfer Agreement modifies the obligations of the County under other agreements between Sound Transit and the County.

## ARTICLE 6

### DSTT OPERATIONS; TERMINATION OF EXISTING AGREEMENTS

**6.1. AMENDMENT TO LINK O&M AGREEMENT.** The Parties will enter into an amendment to the Link O&M Agreement (the "Link O&M Agreement Amendment"), to include the operations in the DSTT under the Link O&M Agreement effective upon Closing.

**6.2. TERMINATION OF MASTER COOPERATION AGREEMENT AND 2002 JOINT OPERATING AGREEMENT.** After the Effective Date, and as a condition of Closing as contemplated in Section 7.1.3 of this Transfer Agreement, the County, Sound Transit and the City will execute the DSTT Transfer and Conveyance Agreement ("Conveyance Agreement") in the form attached as **EXHIBIT D**. As provided in the Conveyance Agreement, the Master Cooperation Agreement and the 2002 Joint Operating Agreement shall be terminated effective upon Closing.

## ARTICLE 7

### CONDITIONS TO CLOSING

**7.1. CONDITIONS TO CLOSING.** The Parties acknowledge and agree that receipt of the following items, consents and approvals are required as conditions precedent to Closing:

### **7.1.1. LEGISLATIVE APPROVAL.**

**7.1.1.1.** The County's performance under this Transfer Agreement is subject to approval by ordinance of the conveyance of the DSTT Assets by the Metropolitan King County Council ("Council").

**7.1.1.2.** Sound Transit's performance under this Transfer Agreement is subject to its approval by appropriate action by the Sound Transit Board ("Board").

### **7.1.2. FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS AND APPROVAL.**

Sound Transit and the County shall jointly identify applicable Federal Transit Administration ("FTA") grant restrictions and requirements, if any, pertaining to this Transfer Agreement and shall have obtained written FTA consent for the transfer of the DSTT Assets to Sound Transit. From and after the Closing Date, Sound Transit shall assume all statutory, regulatory and contractual obligations pertaining to the DSTT Assets that arise from the use of FTA or Urban Mass Transit Administration financial assistance, including but not limited to compliance with federal statutes, regulations and guidelines on continuing control, management or disposition of a federally funded asset.

**7.1.3. CITY CONCURRENCE.** The Parties shall obtain the City's approval and execution of the Conveyance Agreement in the form attached as **EXHIBIT D**.

**7.1.4. SEPA COMPLIANCE.** The Parties shall complete such documentation as may be required under the State Environmental Policy Act, if applicable.

**7.1.5. DELIVERY OF DOCUMENTS BY THE COUNTY.** The County shall have delivered to Sound Transit at or prior to the Closing all documents required by the terms of this Transfer Agreement to be delivered to Sound Transit, including but not limited to those documents listed in Article 8.3.

**7.1.6. DELIVERY OF DOCUMENTS BY SOUND TRANSIT.** Sound Transit shall have delivered to the County at or prior to Closing all documents required by the terms of this Transfer Agreement to be delivered to the County, including but not limited to those documents listed in Article 8.4.

**7.1.7. LEGAL DESCRIPTION.** The Parties shall have agreed upon a metes and bounds legal description of the real property where portions of the DSTT are located, to be attached to the Quitclaim Deed and Assignment.

**7.1.8. IDS EASEMENT.** The County shall have obtained documentation satisfactory to the Title Company in order for it to provide title coverage insuring Sound Transit's first position interest in the easement rights conveyed pursuant to that certain Amended Quitclaim

Deed of Easements, recorded as AFN 8801051081, King County, Washington (the “IDS Easement”)

**7.1.9 COUNTY RESPONSIBILITIES.** The County shall have met each of the obligations set forth in **ARTICLE 5.1** of this Transfer Agreement.

**7.1.10 LINK O&M AGREEMENT AMENDMENT.** The Parties shall have fully executed the Link O&M Agreement Amendment upon or before Closing.

## **ARTICLE 8 CLOSING**

**8.1. CLOSING/CLOSING DATE.** The “Closing” shall be the date upon which the County transfers the DSTT Assets to Sound Transit in accordance with all the terms and condition of this Transfer Agreement. Closing shall occur within 90 days of receipt of the consents and approvals described in **ARTICLE 7.1.1, ARTICLE 7.1.2, and ARTICLE 7.1.3** hereof (“Closing Date”). Closing shall occur in the offices of Chicago Title Company, 701 5th Ave Ste 2700, Seattle, WA 98104. If Closing has not occurred as of June 30, 2023, this Transfer Agreement shall be extended in writing to such later date as the Parties may administratively negotiate or, if not so extended, then this Transfer Agreement shall terminate as of that date (“Closing Deadline”). The Parties shall provide prior notice of any change in the Closing Deadline to the FTA and the City.

**8.2. PRORATIONS.** The Parties agree that the transaction described herein is exempt from real estate excise tax pursuant to WAC 458-61A-205 and the Parties shall file a real estate excise tax affidavit documenting the exemption as contemplated in such regulation, to be filed by the Chicago Title Company escrow officer assigned to manage the Closing. All other applicable taxes and assessments shall be prorated as of the Closing Date. The County shall pay any other transfer tax due, and its own attorneys’ fees . Sound Transit shall pay all escrow fees, the recording fees for the Quit Claim Deed and DSTT Transfer and Conveyance Agreement, and its own attorneys’ fees. Except as otherwise provided in this **ARTICLE 8.2**, all other expenses hereunder shall be paid by the Party incurring such expenses.

**8.3. THE COUNTY’S DELIVERY AT CLOSING.** At or before the Closing, the County will deliver to Sound Transit the following properly executed documents:

**8.3.1.** Quitclaim Deed substantially in the form of **EXHIBIT E**;

**8.3.2.** Real estate excise tax affidavit (showing that the transaction is exempt) as provided in **ARTICLE 8.2**;

**8.3.3.** Facilities Agreement, substantially in the form of **EXHIBIT F-1**;

**8.3.4.** Advertising Agreement, substantially in the form of **EXHIBIT F-2**;

**8.3.5.** DSTT Transfer and Conveyance Agreement substantially in the form of

**EXHIBIT D**; and

**8.3.7.** Such other documents, instruments or assignments as the Parties may deem reasonably necessary to complete the transaction described in this Agreement.

**8.4. SOUND TRANSIT'S DELIVERY AT CLOSING.** At or before the Closing, Sound Transit will deliver to the County the following properly executed documents:

**8.4.1.** Quitclaim Deed substantially in the form of **EXHIBIT E**;

**8.4.2.** Facilities Agreement, substantially in the form of **EXHIBIT F-1**;

**8.4.3.** Advertising Agreement, substantially in the form of **EXHIBIT F-2**;

**8.4.4.** DSTT Transfer and Conveyance Agreement substantially in the form of **EXHIBIT D**.

**8.4.5.** A counterpart of the real estate excise tax affidavit (showing that the transaction is exempt as provided in **ARTICLE 8.2**); and

**8.4.8.** Such other documents, instruments or assignments as the Parties may deem reasonably necessary to complete the transaction described in this Transfer Agreement.

## **ARTICLE 9. DISPUTE RESOLUTION**

**9.1. COOPERATION.** The Parties shall work cooperatively and in good faith to resolve issues associated with this Transfer Agreement. The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level possible. Neither Party shall take or join any action in any judicial or administrative forum to challenge the other Party's actions associated with this Transfer Agreement, except as set forth in this **ARTICLE 9**. Prior to taking or joining any action in any judicial or administrative forum to challenge actions of the other Party associated with the Transfer Agreement, the Parties shall follow the dispute resolution process herein.

**9.2. NEGOTIATED RESOLUTION.** If a dispute cannot be resolved through ordinary means such as staff-to-staff discussions, then the first step in the dispute resolution process shall be as follows:

**9.2.1.** A Party desiring to initiate negotiations (the "Initiating Party") may do so by giving written notice to the other Party (the "Responding Party") of the basis for the dispute, provided that the Initiating Party shall use commercially reasonable efforts to furnish the Responding Party, as expeditiously as possible, with notice of any dispute once such dispute is recognized, and shall cooperate with the Responding Party in an effort to mitigate the alleged or

potential damages, delay or other adverse consequences arising out of the condition which is the cause of such dispute.

**9.2.2.** The Initiating Party shall, within five (5) business days after giving written notice to the Responding Party of the basis for the dispute, prepare and provide to the Responding Party a written, detailed summary of the basis for the dispute, together with all facts, documents, backup data and other information reasonably available to the Initiating Party that support the Initiating Party's position in the dispute.

**9.2.3.** The Initiating Party shall designate and make any of its employees or agents having knowledge of the dispute available to the Responding Party to respond to questions of the Responding Party.

**9.2.4.** Within fourteen (14) days after the Initiating Party gives notice of a dispute, (i) the Responding Party shall prepare and provide to the Initiating Party a written, detailed summary, together with all facts, documents, backup data and other information reasonably available to the Responding Party that support the Responding Party's position in the dispute; (ii) the Responding Party shall designate and make any of its employees or agents having knowledge of the dispute available to the Initiating Party to respond to questions of the Initiating Party; and (iii) employees or agents of the Parties who have authority to settle the dispute, along with other parties having knowledge of or an interest in the dispute, shall meet at a mutually acceptable time and place in Seattle, Washington, in an effort to compromise and settle the dispute.

**9.3. MEDIATION.** Any dispute which is not resolved by direct discussions and negotiations as provided in **ARTICLE 9.2** shall be submitted to mediation under the Commercial Mediation Procedures of the American Arbitration Association unless the Parties agree in writing to use other rules. If the Parties cannot agree on the selection of a mediator within ten days (10) of the request for mediation, any Party may immediately request the appointment of a mediator in accordance with the governing mediation rules. Mediation shall occur at any location in Seattle, Washington that the mediator may designate. The mediation shall include the exchange of written claims and responses, with supporting information, at least ten (10) days prior to the actual mediation unless the mediator specifies a different time period. Sound Transit, on the one hand, and King County, on the other hand, shall each be responsible for 50% of the mediation expenses. Subject to the selected mediator's availability, the Parties shall conclude mediation proceedings under this **ARTICLE 9** within sixty (60) days after the designation of the mediator. If mediation proceedings do not resolve the dispute within such period, and if the Parties do not mutually agree to an extension of such period, then a Party may commence litigation with respect to the dispute.

**9.4. NO PREJUDICE.** Provided the Initiating Party has given notice of the existence of a dispute, no delay in disposing of such dispute while the Parties pursue the dispute resolution procedures shall prejudice the rights of any Party. At the request of the Initiating Party or the Responding Party, the Parties shall enter into an agreement to toll the statute of limitations with respect to the subject matter of a dispute while the Parties pursue the dispute resolution procedures in **ARTICLE 9.2** or **9.3**. Positions expressed, responses given, and information submitted in any

dispute resolution process under this **ARTICLE 9** shall not be admissible as evidence in any subsequent dispute resolution, litigation, or other legal proceeding.

**9.5. EMERGENCY.** If either Party reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to or loss of all or part of the DSTT Assets, or that delay in initiating or prosecuting a claim in litigation would irrevocably prejudice a Party, then such Party may pursue any immediate remedy available at law or in equity without following the dispute resolution procedures in this **ARTICLE 9**.

**9.6. PERFORMANCE NOT EXCUSED.** During the pendency of any dispute resolution process under this **ARTICLE 9**, or any litigation or other proceeding to resolve a dispute between the Parties arising out of this Transfer Agreement, the Parties shall diligently continue to perform their duties under this Transfer Agreement in good faith so that the purposes of this Transfer Agreement are not frustrated.

## **ARTICLE 10.**

[INTENTIONALLY OMITTED]

## **ARTICLE 11. INSURANCE**

**11.1. INSURANCE.** Until the Closing Date, the County will maintain property insurance on the DSTT Assets as required by Section 27.4.5 of the Link O&M Agreement.

## **ARTICLE 12. MISCELLANEOUS PROVISIONS**

**12.1. MERGER.** Any statement, representation, warranty, indemnity, covenant, agreement and provision in this Transfer Agreement shall merge in, and not survive the Closing of the transaction contemplated by this Transfer Agreement, unless such expressly survives Closing as provided for in this Transfer Agreement.

### **12.2. DEFAULT; LIMITATION ON LIABILITY.**

**12.2.1. DEFAULT BY SOUND TRANSIT.** In the event Closing does not occur due to default by Sound Transit, the County's sole and exclusive remedy shall be to terminate this Transfer Agreement.

**12.2.2. DEFAULT BY THE COUNTY.** In the event Closing does not occur due to default of the County, Sound Transit's sole and exclusive remedy shall be to terminate this Transfer Agreement.

**12.2.3 LIMITATION ON LIABILITY.** EXCEPT AS EXPRESSLY HEREINAFTER PROVIDED IN THIS **ARTICLE 12.2.3.** OR ELSEWHERE IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER OR PURSUANT TO THIS AGREEMENT FOR: (1) INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (2) LOST PROFITS; (3) LOSS OF BUSINESS OR LOSS OF USE OF PROPERTY; OR (4) COST OF CAPITAL. THIS LIMITATION ON LIABILITY SHALL APPLY REGARDLESS OF WHETHER SUCH DAMAGES ARE ALLEGED IN AN ACTION FOR CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR EXISTENCE OF SUCH DAMAGES.

**12.3. TIME.**

**12.3.1. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Transfer Agreement.

**12.3.2. COMPUTATION OF TIME.** Any reference to “day” in this Transfer Agreement shall refer to a calendar day, which is every day of the year. Any reference to business day in this Transfer Agreement shall mean any calendar day that is not a “Legal Holiday.” A Legal Holiday under this Transfer Agreement is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050. In computing any period of time prescribed by this Transfer Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included and the specified period of time shall expire at 5:00 p.m. of the last calendar day or business day, as the case may be, unless with regard to calendar days the last day is a Legal Holiday, in which case the specified period of time shall expire on the next day that is not a Legal Holiday. Hours shall refer to Pacific Time.

**12.4. NOTICES.** Any and all notices or other communications required or permitted to be given under any of the provisions of this Transfer Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier or two days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as a Party may specify by notice to the other Party and given as provided herein:

**If to Sound Transit:**

**Kimberly Farley  
Deputy Chief Executive Officer  
Union Station  
401 S. Jackson Street  
Seattle, WA 98104**

With a copy to:



Sound Transit Legal Department  
Union Station  
401 S. Jackson Street  
Seattle, WA 98104  
Attention: Jennifer Belk, Managing Legal Counsel

**If to the County:**

King County Metro—Capital Division  
201 South Jackson Street, KSC-TR-0415  
Seattle, WA 98104-3856  
Attn: Kim Becklund, Strategic Planning Manager

With a copy to:

King County Facilities Management Division  
500 4<sup>th</sup> Ave Suite 800  
ADM-ES-0800  
Seattle, WA 98104  
Attn: Bob Stier, Special Projects Manager

With a copy to:

King County Prosecuting Attorney's Office  
Civil Division  
Second and Seneca Tower  
1191 2<sup>nd</sup> Avenue, Suite 1700  
Seattle, WA 98101  
Attention: Chief Civil Deputy

**12.5. ENTIRE AGREEMENT AND AMENDMENT.** This writing (including the recitals and Exhibits attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Transfer Agreement and signed by all Parties.

**12.6. SEVERABILITY.** In the event any portion of this Transfer Agreement shall be found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect the remaining provisions of this Transfer Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this Transfer Agreement should and/or must be defeated, invalidated or voided.

**12.7. WAIVER.** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

**12.8. BINDING EFFECT.** Subject to **ARTICLE 12.13**, this Transfer Agreement shall be binding upon and inure to the benefit of each Party, its successors and assigns.

**12.9. LEGAL RELATIONSHIP.** The Parties to this Transfer Agreement execute and implement this Transfer Agreement solely as the County and Sound Transit. No partnership, joint venture or joint undertaking shall be construed from this Transfer Agreement.

**12.10. CAPTIONS.** The captions of any articles, paragraphs or sections contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs or sections.

**12.11. GOVERNING LAW AND VENUE.** This Transfer Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions. In the event that either Party shall bring a lawsuit related to or arising out of this Transfer Agreement, the Superior Court of King County, Washington shall have exclusive jurisdiction and venue.

**12.12. NO THIRD-PARTY BENEFICIARIES.** This Transfer Agreement is made only to and for the benefit of the Parties, and shall not create any rights in any other person or entity.

**12.13. ASSIGNMENT.** None of the Parties will assign this Transfer Agreement or any part thereof without the written consent of the others. Any attempted assignment without said consent shall be void.

**12.14. NEGOTIATION AND CONSTRUCTION.** This Transfer Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and shall not be construed as if it has been prepared by one of the Parties, but rather as if both Parties had jointly prepared it. The language in all parts of this Transfer Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The Parties acknowledge and represent, as an express term of this Transfer Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Transfer Agreement. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of this Transfer Agreement.

**12.15. COUNTERPARTS.** This Transfer Agreement may be executed using an electronic service, such as DocuSign, or in counterparts. If the latter, then to facilitate execution, this Transfer Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively

constitute a single instrument. It shall not be necessary in making proof of this Transfer Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it additional signature pages.

**12.16 FURTHER ASSURANCES, INTERESTS AND AGREEMENTS.** In addition to the acts recited in this Transfer Agreement and contemplated to be performed at Closing, the County and Sound Transit agree to cooperate, to perform such other acts, and to execute, deliver, and record such other documents, updated documents, and interests, including but not limited to necessary corrections to the legal description or the assignment of any real property interest inadvertently omitted from **EXHIBIT B-3**, as either the County or Sound Transit, or their respective counsel, may reasonably require to effectuate the intent of this Transfer Agreement.

**12.17. CONFLICTING PROVISIONS.** Except as otherwise expressly provided herein, in the event of any conflict between this Transfer Agreement and any other agreement between the Parties with respect to the DSTT Assets, this Transfer Agreement will control.

[SIGNATURES ON THE NEXT PAGE]

EXECUTED on the dates set forth below.

**KING COUNTY**

**CENTRAL PUGET SOUND  
REGIONAL TRANSIT AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

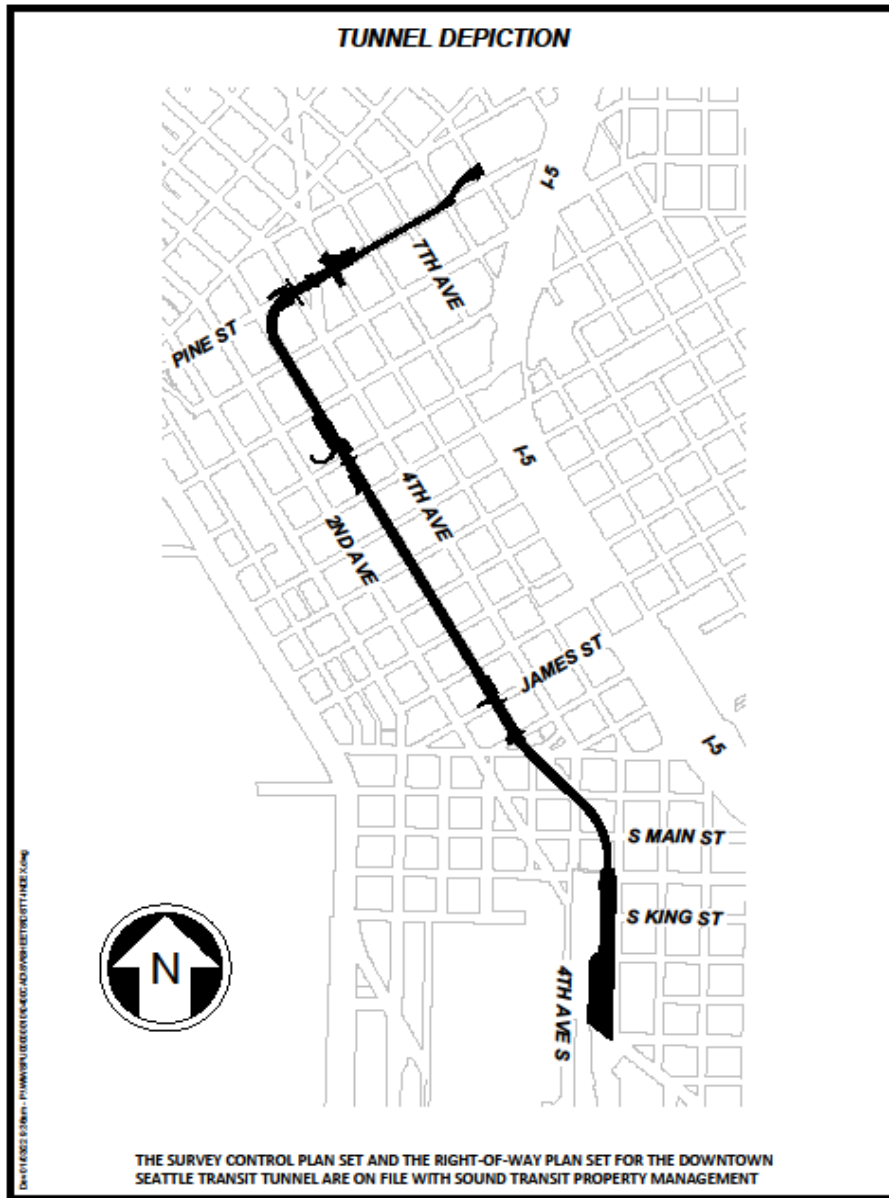
By: \_\_\_\_\_

By: \_\_\_\_\_

Senior Deputy Prosecuting Attorney

Sound Transit Legal Counsel

**EXHIBIT A**  
**DSTT DEPICTION**



## **EXHIBIT B-1**

### **DSTT STRUCTURE:**

The Downtown Seattle Transit Tunnel (“DSTT”) Structure (whose general alignment is approximately depicted on Exhibit A) beginning at the Northerly margin of Airport Way and the entrance to the light rail staging area located between 4<sup>th</sup> Avenue South and 5<sup>th</sup> Avenue South; thence continuing northerly, crossing under South Jackson Street and South Main Street; thence continuing northwesterly under the intersection of South Washington Street, 4<sup>th</sup> Avenue South and Prefontaine Place South; thence northwesterly along Prefontaine Place South, crossing under the intersection of Prefontaine Place South, Yesler Way and 3rd Avenue; thence continuing northwesterly along 3rd Avenue crossing under Jefferson Street, James Street, Cherry Street, Columbia Street, Marion Street, Madison Street, Spring Street, Seneca Street, University Street, Union Street and Pike Street; thence continuing northwesterly along 3rd Avenue to approximately the middle of the block lying between Pike Street and Pine Street; thence turning northeasterly through an angle to Pine Street; thence continuing northeasterly along Pine Street crossing under 4th Avenue; 5th Avenue; 6th Avenue; 7th Avenue and 8th Avenue; thence turning northerly and then easterly to 9th Avenue; thence crossing under 9th Avenue to the point of terminus at the northeasterly line of 9th Avenue and the former entrance to the Convention Place Station.

The DSTT Structure includes: the International District Station located between Airport Way and South Jackson Street; the Pioneer Square Station located between Prefontaine Place South and Cherry Street; the University Street Station located between Seneca Street and Union Street; and the Westlake Station located between 3<sup>rd</sup> Avenue and 6<sup>th</sup> Avenue (collectively, the "DSTT Stations").

**EXHIBIT B-2**

**DSTT FIXED ASSETS:**

- Except as for the Retained Assets, all County-owned improvements, structures, systems, signage, components, artwork, and fixtures, including but not limited to those that are a part of or enclosed in the DSTT Assets or any of the DSTT Stations, and/or existing on or in the areas described in any of the DSTT Real Estate Rights listed on Exhibit B-3, within street right of way, or otherwise as of the Closing Date; and including but not limited to all County-owned ventilation ducts and associated street grates, emergency hatches and tunnels, elevators and escalators, connected to or extending from the DSTT Assets; and all artwork and signage on and inlaid in sidewalks near DSTT Stations as of the Closing Date.
- Awnings at 3<sup>rd</sup> Avenue and University Street (the Unico Garage) and station canopies at 3<sup>rd</sup> Avenue and James Street (the Public Safety Building) and Prefontaine Park.

**EXHIBIT B-3**

**DSTT REAL ESTATE RIGHTS AND AGREEMENTS**

Any and all easements, real property interests, rights, and obligations existing for the DSTT Assets, including, without limitation, the following documents or as otherwise described below:

	<b>Recording Number</b>	<b>Date</b>	<b>Document</b>	<b>Tax ID.</b>
<b>International District Station</b>	8801051081	4/30/87	Amended Quitclaim Deed of Easements	8809700000 5247801292
	9006222384	12/19/89	Easements for Public Transportation Purposes	5247801370 5247801380
	9201270620	1/10/92	Reservation of Easement	5247801440 5247801461
	20190228000387	3/14/18	Covenant	5247801440 5247801461
	8604210341	4/18/86	Subsurface Easement for Public Transportation Purposes	5247801430
	NA - court documents 86-2-11617-6	12/10/86	Judgment and Decree of Appropriation	5247801410
	20030428003453	4/28/03	DSTP Tunnel Easement Reservation Tashiro/Kaplan Buildings	8566600000
	20030428003454	4/28/03	DSTP Tunnel Easement Reservation Tashiro/Kaplan Buildings	8566600000
	9511301055	11/30/95	Transit Station Entrance Easement	0939000105
	8909210544	1/11/89	Transit Station Entrance Easement	0939000085



	<b>Recording Number</b>	<b>Date</b>	<b>Document</b>	<b>Tax ID.</b>
Pioneer Square Station	8708141323		Statutory Warranty Deed--Access Relinquishment Easement	0939000040
	8708141324	5/28/87	Easement and Construction Coordination Agreement	0939000040
	9508310887	5/27/94	Transit Station Entrance Easement and Construction Agreement	0942000855
University Street Station	8806160710	6/15/88	Easement Agreement	1974700120
	9807151772 9807098001	7/2/98	Transit Station Entrance Easement and Operating Agreement	1974700025
	8901090440	11/22/88	Easement Agreement	1974700105
	8712280509	12/14/87	Easement Agreement by and between the Municipality of Metropolitan Seattle and United States Postal Service	1974700080
	8610311704	9/10/86	Lot 5 Transit Way Easement	1975700380
	20011224002675	12/24/01	Easement Reservation for Bus Tunnel and Station Entrance	2764700000
	8701260806		Lot 2 Transit Way Easement	1975700365
	8701260805		Lot 2 Transit Way Easement	1975700365
	8701260804	10/16/86	Lot 2 Transit Way Easement	1975700365
	8801211595	11/20/87	Lot 2 Transit Way Easement	1975700365
	8701260807	11/20/87	Lot 2 Transit Way Easement	1975700365
	8709250819	9/25/87	Easement Agreement	1975700365
	NR	1/23/87	Entrance and Construction Agreement with Bon Marche	8634230000
	8706040293	3/20/87	Easement Agreement	8634230000
	8710050842	8/25/87	Transit Station Entrance and Construction Agreement	9301500000

	<b>Recording Number</b>	<b>Date</b>	<b>Document</b>	<b>Tax ID.</b>
Westlake Station	8910311963	10/26/89	Second Addendum to Transit Station Entrance and Construction Agreement	9301500000
	8910311964	10/17/89	Second Addendum to Transit Station Entrance and Construction Agreement	9301500000
	20151223000250	8/21/15	Third Addendum to Transit Station Entrance and Construction Agreement	9301500000
	9004041486	7/18/88	City Park Property to Metro	1975700175
	NR	2/20/87	Right of Entry, Easement and Construction Coordination Agreement	1975700180
	NR	3/27/90	Letter of Agreement RE Nordstrom Entrance to Westlake Station	1975700180
	8705141322	5/12/87	Easement Agreement	0659000070
	8705141323	5/12/87	Easement Agreement	0659000070
	NR	3/14/97	Agreement between King County and Nordstrom regarding the Development of the New Nordstrom Store and Modifications to Transit Tunnel Entry	0659000070
	9008031483	8/3/90	Reserved Subsurface Easement for Public Transportation Purposes	0660000804
	8911220576	11/22/89	Easement Reserved in Quitclaim Deed	0660000860 0660000865
	20130731001288	7/17/13	Covenant	0660000860 0660000865

Together with any and all documents purporting to grant a real estate interest for the DSTT Structure.

## **EXHIBIT B-4**

### **DSTT ARTWORK:**

#### **INTERNATIONAL DISTRICT STATION**

1. Alice Adams & Sonya Ishii, Lead Artists, station design and trellis structures, 1990. Wood, stone, granite, steel and paint.
2. Alice Adams, Stage / Performance Platform, 1990. Wood, stone, granite and paint.
3. Sonya Ishii, Zodiac, 1990. Brick.
4. Sonya Ishii, Zodiac, 1990. Brick.
5. Maureen Maar, Juncture and Idiom / Our Own, 1990. Stainless steel.
6. Maggie Smith, Untitled, 1990. Tile.
7. Sonya Ishii, Paper Chase, 1990. Stainless steel and paint.
8. Sonya Ishii with Dave Layton, Paper Chase, 1990. Stainless steel and paint.

#### **PIONEER SQUARE STATION**

1. Garth Edwards, Patron Saints / Curious Commuters, 1990. Steel.
2. Laura Sindell, Urban Canyon, 1990. Ceramic tile.
3. Laura Sindell, Urban Canyon, 1990. Ceramic tile.
4. Kate Ericson and Mel Ziegler, Artifact Clocks, 1990. Aluminum and found objects.
5. Jim Garrett, Gates, 1990. Steel.
6. Brian Goldbloom, 1990. Granite.

#### **UNIVERSITY STREET STATION**

1. Vicki Scuri, The Belt Line, 1990. Granite.

2. Bill Bell, The Northern Lights, 1990. Light sticks.
3. Robert Teeple, Electric Lascaux, 1990. LEDs.
4. Erin Shie Palmer, Temple of Music, 1998.

#### WESTLAKE STATION

1. Bill Whipple, Question Mark, 1990. Stainless steel, granite, concrete.
2. Heather Ramsay. Hickory Dickory Dock Clock, 1990. Steel, polished copper.
3. Fay Jones, 1990. Porcelain enamel on steel.
4. Gene Gentry McMahon, 1990. Porcelain enamel on steel.
5. Roger Shimomura, 1990. Porcelain enamel on steel.
6. Jack Mackie, 1990. Granite benches.
7. Jack Mackie, Terracotta Park, 1990. Terracotta tiles.
8. Vicki Scuri, Station Garment, 1990. Buff clay, transparent clay.

#### TUNNEL WIDE

1. (a) Kate Ericson and Mel Ziegler, Traveling Stories, 1990. Granite.
1. (b) Kate Ericson and Mel Ziegler, Traveling Stories, 1990. Granite.
2. Dyan Rey, Gingko, 1990. Cast iron.

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## **EXHIBIT B-5**

### **DSTT ARTIST AGREEMENTS**

1. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Kate Ericson dated September 16, 1986.
2. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Dyan Rey dated September 16, 1986.
3. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Lauren Mar dated November 19, 1986.
4. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Susan Point dated November 10, 1986.
5. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Gene Gentry McMahon dated September 19, 1986.
6. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Roger Shimomura dated October 8, 1986.
7. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and William J. Whipple dated September 16, 1986.
8. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Maren Hassinger, dated September 13, 1986.
9. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Jack Mackie dated September 16, 1986.
10. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Vicki Scuri dated September 18, 1986.

11. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Laura Sindell dated October 10, 1986.
12. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Bill Bell dated October 9, 1986.
13. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Garth Edwards dated September 17, 1986.
14. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and James A. Garrett dated September 16, 1986.
15. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Brian Goldbloom dated September 18, 1986.
16. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Fay Jones dated September 19, 1986.
17. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Heather Y. Ramsay dated September 22, 1986.
18. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Robert Teeple dated September 24, 1986.
19. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Alice Adams dated September 24, 1986.
20. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Sonya Ishii dated September 16, 1986.
21. Agreement for Artist Services for the Convention Place Wall Project between King County Department of Metropolitan Services and Maggie Smith dated October 12, 1994.



## EXHIBIT C

### METRO RETAINED ASSETS

#### 1. South Jackson Traction Power Substation No. 35.

The County shall retain the South Jackson Traction Power Substation No. 35 (“South Jackson TPSS”) assets as set forth below (the reference drawings for these assets are on file with Sound Transit’s Office of Property Management and include Contract T/F 39-87 CU-03B International District Station, Drawings E308, E309, E311, E312, E216, E217, E217A, E357 and the County record drawing Central Business District (“CBD”) Feeders and Underground Ducts, Drawing 00-E-645, and Contract T/M8A-88 Traction Power Installation, Drawing E16):

- A. The County shall retain the South Jackson TPSS and all TPSS equipment required for operation of the facility. The substation is located in International District Station, room 9P02-NW(P16). The assets to be retained include all existing equipment for South Jackson TPSS including AC switchgear, Transformer, Rectifier, DC switchgear and disconnect switches, emergency batteries and charger, controls, annunciator, SCADA remote terminal unit, cable trays, conduit, and cables, and all other equipment necessary to make a complete and operating substation.
- B. The County shall retain DC feeder conduits, including spare conduit, and cables serving the surface street trolleybus system from South Jackson TPSS. Feeder conduits include PJ487 through PJ497, NJ500 through NJ510, all pullboxes CBD 3 through 5, and all other raceway elements required to provide a complete and operating DC feeder system as shown in the reference drawings. The County shall retain ownership of the DC circuit breakers in the South Jackson TPSS.
- C. The County shall retain ownership of, but will remove at Sound Transit's expense, the existing unenergized International District Traction Power Substation No. 40 (“International District TPSS”) equipment in order to make space for the installation of one Sound Transit Traction Power Substation (“Sound Transit TPSS”) in room 9P02-NW(P16). The County and Sound Transit may agree to have Sound Transit's contractor perform this work.
- D. Sound Transit shall supply power via the existing 26KV AC power supply, up to the line side of 40-W-501 and 40-W-502.
- E. The County shall retain the AC circuit breaker serving South Jackson TPSS.



- F. Sound Transit shall supply the station ancillary power supply to the South Jackson TPSS and the International District TPSS via the existing AC distribution panel in room 9P02-NW(P16), Panel AP-1. If Sound Transit installs a Sound Transit TPSS then Sound Transit shall install and maintain its own substation battery and charger system separate from the existing battery and charger system.
- G. The County shall retain use of existing phones in room 9P02-NW(P16), including:
  - 1. One County-owned voice grade phone connected to the County's proprietary telephone system via dedicated lines in the commercial telephone system;
  - 2. One ST-owned VOIP voice grade phone allowing dial out/dial in connections to the commercial telephone network;
  - 3. One ST-owned E-TELS emergency phone connected to Link Control Center; and
  - 4. One 10 Base T Category 5 circuit (for use by the County's University Substation SCADA remote terminal unit) connected to the Exchange Building via a routing acceptable to the County for connection to its SCADA system.
- H. The County shall retain the right to make attachments to the interior of the room 9P02-NW(P16) structure including walls, roof, and floor. Proposed County attachments to the structure shall require prior written approval of the attachment method from Sound Transit's Structural Engineering group.
- I. Sound Transit shall continue to provide access at no cost to the County that includes temporary parking for one vehicle under 10,000 pounds on the International District Station plaza and access through the roll up gate at the NW entrance and along the west platform, and past the elevator, to room 9P02-NW(P16) utilizing the Track Access Permits ("TAP") process.

## **2. University Street Traction Power Substation No. 41**

The County shall retain the University Street Traction Power Substation No. 41 ("University Street TPSS") assets as set forth below (the eference drawings for these assets are on file with Sound Transit's Office of Property Management and include Contract T/F 39-87 CU-03B University Street Station drawings E702, E702A, E706, E707, E709, E710, E761,

E613, E616, E617, E618, UR036, UR039, UR051, UR053; the County record drawing CBD Feeders and Underground Ducts drawing 00-E-642, E643; and Contract T/M8A-88 Traction Power Installation, Drawing E44):

- A. The County shall retain in place all TPSS equipment required for operation of University Street TPSS and its switching vault for the purpose of supplying power to its surface trolleybus overhead contact system. The substation is located in University Street Station room 5R18-SW(R14), and the switching vault is room 5R14-SW(R13). The assets to be retained include all existing equipment for University Street TPSS including AC switchgear, Transformer, Rectifier, DC switchgear and disconnect switches, emergency batteries and charger, controls, annunciator, SCADA remote terminal unit, cable trays, conduit, and cables, and all other equipment necessary to make a complete and operating substation.
- B. The County shall retain DC feeder conduits, including spare conduit, and cables serving the surface street trolleybus system from University Street TPSS. Retained feeder conduits within the station include:

PK601 through PK616  
K660 through K662  
All pullboxes served by these conduits  
including Pullbox PK-20

Retained feeder conduits extending beyond the station include:

Duct bank with 6 conduits connecting  
switching vault to existing the County  
manhole M21 in Third Ave-Ref Drawing  
00-E-624;

Duct bank with 12 conduits connecting  
switching vault to existing the County  
manhole M20 in Third Ave. - ref drawing  
00-E-643;

Duct bank with 6 conduits connecting the  
County vault M14 on James St to the  
County vault M3 - ref drawings URS047,  
URS048;

Duct bank with 6 conduits connecting the  
County vault M14 to the County vault M203  
on Third Avenue - ref drawings UR048,  
UR051;

Duct bank with 4 conduits connecting the County vault M203 on third Avenue to the County vault M213 on Prefontaine Place South;

And all other existing raceway elements required to provide a complete and operating DC feeder system as shown in the reference drawings.

- C. The County shall retain the communications duct bank of 4 conduits C190 to C193, extending from University Street station (drawing E702A) to the Exchange Building (drawing 00-E-643).
- D. Sound Transit shall supply power via the existing 26KV AC power supply, up to the line side of 41-W-501 and 41-W-502.
- E. The County shall retain the AC circuit breakers in the substation.
- F. Sound Transit shall be responsible for maintaining the power to the substation ancillary electrical panel AP-1 from emergency power panel EU4B for exclusive use by the County.
- G. The County shall retain use of existing phones in rooms 5R18-SW(R14) and 5R14-SW(R13), including:
  - 1. One County-owned voice grade phone connected to the County's proprietary telephone system via dedicated lines in the commercial telephone system;
  - 2. One ST-owned VOIP voice grade phone allowing dial out/dial in connections to the commercial telephone network;
  - 3. One ST-owned E-TELS emergency phone connected to Link Control Center; and
  - 4. One 10 Base T Category 5 circuit for use by the County's University Substation SCADA remote terminal unit, connected a T-1 grade circuit in the commercial telephone network.
- H. The County shall retain the right to make attachments to the interior of rooms 5R18-SW(R13) and 5R14-SW(R13) structure including walls, roof, and floor. Proposed County attachments to the structure shall require prior written approval of the attachment method from Sound Transit's Structural Engineering group .

- I. Sound Transit shall continue to provide access at no cost to the County from street parking through the roll up gate at the SW entrance and down the stairs to the room 5R18-SW(R13) utilizing the TAP process.

### **3. Olive Traction Power Substation No. 36**

The County shall retain the Olive Traction Power Substation No. 36 (“Olive TPSS”) assets as set forth below (the reference drawings for these assets are on file with Sound Transit’s Office of Property Management and include contract Olive Way (TPSS) Site Design Package drawings E002, E901, E902, E903, E904, E905, E906, E907, E908, 909, E911, E912, E914, E915, E920, E921, E923, E925, E930, E931, E950, E952, E954, E962, E990, E991, E992, E993):

- A. The County shall retain the Olive TPSS and all TPSS equipment required for operation of the facility. The substation is located in the cut and cover tunnel under 9<sup>th</sup> Avenue. The assets to be retained include all existing equipment for Olive TPSS including AC switchgear, Transformer, Rectifier, DC switchgear and disconnect switches, emergency batteries and charger, controls, annunciator, SCADA remote terminal unit, cable trays, conduit, and cables, and all other equipment necessary to make a complete and operating substation. The County shall have the right to place one spare transformer in the cut and cover tunnel under 9<sup>th</sup> Avenue per drawing E920.
- B. The County shall retain ownership of DC traction power feeder ducts and cables. These feeder cables include:

Duct bank of 14 conduits extending from the County vault M201 in Convention Place Station to the County vault S36M200 in 9th Avenue;

Duct bank of 10 conduits connecting the County vault S36M200 to the County vault S36M2 in 9th Ave;

Duct bank of 8 conduits connecting the County vault S36M200 to the County vault M55 in the intersection of 9th Ave and Pine St.;

Duct bank of 2 conduits connecting the County vault M55 to pole 40W-1019 at Minor Ave and Pine St.;

Duct bank of 2 conduits connecting the County vault M55 to pole 40W-1668 in Pine St.;

Duct bank of 3 conduits connecting the County vault M55 the County vault M33 in Pike St. and to pole 40W-1085 on 9th Ave.

- C. Sound Transit shall continue to supply power via the existing 26KV power supply, up to the line side of 36W-411 and 36-W-412.
- D. The County shall retain the AC circuit breakers in the substation.
- E. Sound Transit shall supply power from the Existing Emergency System Pullbox to Emergency Disconnect Switch (ECB) as depicted on sheet E921 of the KCM Olive Way (TPSS) Site Design Package As-Built REV 1 Set 05/15/2018.
- F. The County shall retain use of existing phones in the cut and cover tunnel under 9<sup>th</sup> Avenue, including:
  - 1. One County-owned voice grade phone connected to the County's proprietary telephone system via dedicated lines in the commercial telephone system;
  - 2. One ST-owned VOIP voice grade phone allowing dial out/dial in connections to the commercial telephone network;
  - 3. One ST-owned E-TELS emergency phone connected to Link Control Center; and
  - 4. One 10 Base T Category 5 circuit for use by the County's Olive Substation SCADA remote terminal unit, connected to a T-1 grade circuit in the commercial telephone network.
- G. The County shall retain the modular TPSS located inside the cut and cover tunnel structure under 9<sup>th</sup> Avenue. Proposed County attachments or modifications to the interior of the cut and cover tunnel structure shall require prior written approval of the attachment method from Sound Transit's Structural Engineering group.

- H. Sound Transit shall continue to allow access at no additional cost to the County (1) from street parking through the pop-up stairway hatch in street right of way at the NW quadrant of 9<sup>th</sup> and Pine, and (2) through the existing door in the Washington State Convention Center (the “access door”). For both (1) and (2), the County shall notify Sound Transit of the time and duration of entry via the Link Control Center at 206-205-8177. The access door is and shall remain locked so that only authorized King County or Sound Transit personnel may enter from the Convention Center side. Both Sound Transit and the County shall have keys to the access door. Sound Transit may integrate the access door with Sound Transit’s DSTT security system at Sound Transit’s sole cost and expense. The County shall own and maintain the existing wooden stairway from the access door. The County may repair, improve, or replace the stairway at the County’s sole cost and expense, subject to Sound Transit’s approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

#### **4. Pioneer Square Station 700MHz Repeater**

- A. The County shall retain ownership of the 700 MHz Repeater Site at the Pioneer Square Station, and its interconnecting path to the County’s Radio Core.
- B. Sound Transit shall continue to provide access, at no additional cost to the County, to the 700 MHz Repeater Site through the existing utility door located on the mezzanine level at the Pioneer Square Station, utilizing the TAP process or such other less rigorous process as the Parties may negotiate.

#### **5. General Provisions**

- A. Sound Transit shall supply 26KV power at existing levels via the existing 26KV AC power supply via a primary and redundant secondary cable system.
- B. Sound Transit shall, as described above, supply ancillary power, including emergency power at existing levels and with reliability equal to Sound Transit’s emergency power supply.
- C. If Sound Transit makes improvements in the reliability of the 26KV AC supply, such improvements shall be made available also to the County's traction power substations at no cost to the County.
- D. In order to upgrade technology and/or accommodate future Sound

Transit projects, Sound Transit may from time-to-time at its own expense revise telephone service described above, or shall arrange for an alternative service acceptable to the County.

- E. Sound Transit shall continue to provide and maintain an Emergency Phone at each of the County's traction power substations.
- F. Sound Transit shall continue to provide and maintain existing ventilation, lighting, heating, security door hardware, and intrusion detection serving the Retained Assets.
- G. Sound Transit shall continue to provide fire detection at South Jackson TPSS and University Street TPSS. The County shall retain and operate the fire detection system at Olive TPSS and Sound Transit shall receive an advisory signal.

END RETAINED ASSETS LIST

## **EXHIBIT D**

### **DSTT TRANSFER AND CONVEYANCE AGREEMENT**

THIS DSTT TRANSFER AND CONVEYANCE AGREEMENT (“Conveyance Agreement”) is entered into by and between King County (“County”), the Central Puget Sound Regional Transit Authority (“Sound Transit”) and the City of Seattle (“City”) (collectively, the “parties”). This Conveyance Agreement shall be effective as of the date it has been executed by all parties (“Effective Date”).

#### **RECITALS**

1. The Downtown Seattle Transit Tunnel Transfer Agreement between the County and Sound Transit dated \_\_\_\_\_ (“Transfer Agreement”) sets forth the terms and conditions by which the County will transfer the Downtown Seattle Transit Tunnel, including certain DSTT Assets (collectively, “DSTT”) to Sound Transit. Terms not otherwise defined herein shall have the meaning given to them in the Transfer Agreement.
2. This Conveyance Agreement implements the assignments, transfers and conveyances set forth in the Transfer Agreement as of the Closing Date.
3. This Conveyance Agreement terminates two agreements as of the Closing Date:
  - The 1985 Master Cooperation Agreement by and between the City of Seattle and the Municipality of Metropolitan Seattle for the Downtown Seattle Transit Project authorized by City Ordinance 119975 (“Master Cooperation Agreement”) in which the City granted Metro (now the County) the right to use the City right-of-way for the DSTT for so long as it is used for public transportation purposes.
  - The Agreement regarding the Design, Construction, Operation and Maintenance of the Downtown Seattle Transit Tunnel and Related Facilities between and among King County, the City of Seattle and the Central Puget Sound Regional Transit Authority revised June 24, 2002 (the “Joint Operating Agreement”), in which the parties agreed to joint use of the DSTT by Sound Transit and the County for transportation purposes and in which the City acknowledged that the public transportation uses of the DSTT contemplated in the Joint Operating Agreement are specifically authorized under both the Master Cooperation Agreement and the Agreement between the City of Seattle and Sound Transit for Grant of Non-Exclusive Use of a Light Rail Transit Way as Related to the Central Link Light Rail Project, dated July 2000 and authorized by City Ordinance 1199975 (the “Transit Way Agreement”).



4. The County and Sound Transit represent and warrant that the Conditions to Closing set forth in the Transfer Agreement have been met or waived.
5. The Closing Date is \_\_\_\_\_.

In consideration of the mutual covenants set forth below and in the Transfer Agreement the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## **AGREEMENT**

### **1.0 TRANSFER AND CONVEYANCE OF DSTT**

1.1 The DSTT is hereby transferred and conveyed to Sound Transit as of the Closing Date by the County's delivery of a fully executed copy of this Conveyance Agreement to Sound Transit. With this Conveyance Agreement, the County shall also deliver to Sound Transit a Quitclaim Deed conveying, transferring, and assigning the real property, easements, rights, interests, and obligations identified in Exhibit B to the Transfer Agreement. The Quitclaim Deed shall provide that it is subject to the terms of this Conveyance Agreement and its exhibits. A fully executed copy of this Conveyance Agreement and its exhibits shall be attached to the deed and recorded in the real property records of King County Washington.

1.2 Pursuant to the terms of the Metro Facilities Agreement attached hereto as Exhibit D-1, the County shall retain all right, title, ownership and rights of use to the Retained Assets.

### **2.0 TERMINATION OF MASTER COOPERATION AGREEMENT**

2.1 As of the Closing Date, the Master Cooperation Agreement is terminated.

### **3.0 TERMINATION OF JOINT OPERATING AGREEMENT**

3.1 As of the Closing Date, the Joint Operating Agreement is terminated.

### **4.0 IMPLEMENTATION OF THE TRANSITWAY AGREEMENT**

4.1 Prior to the Closing Date, Sound Transit and the City shall implement provisions of the Transitway Agreement authorized by Ordinances 119975 and 120788 (the "Transitway Agreement") to reflect the transfer of the DSTT.

4.2 As of the Closing Date, Sound Transit and the City intend for the DSTT to be a part of the Light Rail Transit System under the Transitway Agreement. Specifically, the parties intend for the DSTT to become a Light Rail Transit Facility and a Light Rail Transit Station as defined in Sections 1.7 and 1.8 of the Transitway Agreement. Pursuant to Sections 1.7, 1.8 and 1.9 of the Transitway Agreement, Light Rail Transit Facilities and Light Rail Transit Stations are a part of the Light Rail Transit System.

4.3 The parties shall implement Section 4.2 and incorporate the DSTT into the definition of Light Rail Transit System via the procedure outlined in Section 2.1 of the Transitway Agreement. Specifically, the Director of Seattle Transportation will file with the City Clerk the Final Right of Way Plans for the DSTT provided by Sound Transit and as contemplated in Section 2.1 of the Transitway Agreement. Sound Transit and the City acknowledge and agree that this filing with the City Clerk fulfills the requirements of the Transitway Agreement and all terms and conditions of the Transitway Agreement shall apply to the DSTT located within the City street right of way.

## **5.0 CITY ACKNOWLEDGEMENT OF TRANSFER**

5.1 As of the Closing Date, the City acknowledges that Sound Transit owns and possesses the DSTT, a portion of which is located within City street right of way, and that all rights to the use of the DSTT for public transportation purposes previously authorized under the Master Cooperation Agreement have been transferred to Sound Transit as contemplated in the Transfer Agreement and are specifically authorized through the implementation of the Light Rail Transit Way Agreement described in this Conveyance Agreement.

5.2 As of the Closing Date, the City further acknowledges that King County owns and possesses the Retained Assets, a portion of which are located within City street right of way, and that the use of the Retained Assets and Future Assets for public transportation purposes as contemplated in the Facilities Agreement is specifically authorized under the Light Rail Transit Way Agreement.

SIGNATURES APPEAR ON FOLLOWING PAGE

KING COUNTY METRO

By: \_\_\_\_\_

Date: \_\_\_\_\_

KING COUNTY FACILITIES  
MANAGEMENT DIVISION

By: \_\_\_\_\_  
Anthony Wright, Director

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Name, Title

SOUND TRANSIT

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Name, Title

THE CITY OF SEATTLE

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Name, Title

**EXHIBIT D-1**  
**METRO FACILITIES AGREEMENT**

**WHEN RECORDED RETURN TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT E**

**QUIT CLAIM DEED**

Downtown Seattle Transit Tunnel

**Grantor:** KING COUNTY, a home rule charter county and political subdivision of the State of Washington

**Grantee:** CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority

**Legal Description:** Ptns of Blocks 26 and 27, and ptn of vacated King Street adjoining said blocks, vacated by Seattle Ordinance No. 18078, as shown on D.S. Maynard's Plat of the Town (now City) of Seattle, recorded in Vol. 1 of Plats, Pg. 23, Records of King County, WA'; see Exhibit B-1 for remainder of legal description

**Tax Parcel No.:** 8809700000, 5247801292; see Exhibit B-7 for remainder of tax parcels, all located in King County, Washington

1. THE GRANTOR, KING COUNTY, a home rule charter county and political subdivision of the State of Washington, and THE GRANTEE, CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority organized under chapter 81.112 RCW, are parties to that certain Downtown Seattle Transit Tunnel Transfer Agreement dated \_\_\_\_\_ (the "Transfer Agreement"). Pursuant to the Transfer Agreement, Grantor and Grantee have entered into that certain DSTT Transfer and Conveyance Agreement dated \_\_\_\_\_ (the "Conveyance Agreement") whereby

Grantor transfers to Grantee the Downtown Seattle Transit Tunnel located in King County, Washington, as depicted in attached Exhibit A. This Quit Claim Deed is subject to the terms and conditions of the Conveyance Agreement, a copy of which is attached hereto as Exhibit D.

2. For and in consideration of supporting public transportation and public facilities, and in consideration of Grantee's acceptance of responsibility for the DSTT Assets as defined herein, Grantor hereby conveys, transfers, quit claims, and assigns to Grantee, all of Grantor's right, title and interest in (i) the tunnel structure itself, situated in King County, Washington, located as described on attached Exhibit B-1; (ii) the improvements comprising the tunnel stations and other fixed assets, described on Exhibit B-2; (iii) the easements and agreements described on Exhibit B-3; and (iv) the Grantor-owned public artwork and supporting agreements, described on attached Exhibits B-4 and B-5; and (v) the real property upon which portions of the tunnel structure are located, as legally described on attached Exhibit B-6 (collectively, the "DSTT Assets"). Grantee hereby accepts the rights and obligations under the leases, contracts, and agreements contained within Exhibit B-3 and B-5 and shall be solely responsible and liable for complying with the obligations set forth in the therein as of the date set forth below.
3. Grantee, and its successors and assigns, acknowledges, accepts and acquires the DSTT Assets on an "as-is with all faults" basis with any and all patent and latent defects, including, without limitation, the structural condition of the DSTT Assets, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the DSTT Assets, and the compliance or noncompliance of or by the DSTT Assets or its operation with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. Grantee acknowledges and agrees that it shall have no recourse against Grantor for, and waives, releases and discharges forever the Grantor from, any and all past, present or future claims or demands, and any and all past, present or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown (collectively, "Losses"), which Grantee might have asserted or alleged against the Grantor arising from or in any way related to the DSTT Assets, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the DSTT Assets. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or decree or by order of or agreement with any governmental authority, or that is conducted voluntarily, (b) losses for injury or death of any person, and (c) losses arising under any Environmental Law, whether or not enacted prior to or after transfer of the DSTT Assets.

4. For purposes of the preceding paragraph: (a)“Environmental Laws” means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. (“RCRA”); the Washington State Model Toxics Control Act, RCW ch. 70A.305 (“MTCA”); the Washington Hazardous Waste Management Act, RCW ch. 70A.300; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48; and any laws concerning above ground or underground storage tanks; and (b)“Hazardous Substance” means any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law.
5. Grantor and Grantee, for themselves and their successors and assigns, further hereby covenant and agree that the provisions of Articles 3.3.2 and 3.3.3 of the Transfer Agreement, reproduced as Exhibit C, are incorporated herein by reference and shall be covenants running with the real property rights transferred herein that are enforceable by the Grantor, Grantee, and their respective successors and assigns.
6. Grantor and Grantee agree to cooperate, to perform such other acts, and to execute, deliver, and record such other documents, updated documents, and interests, including but not limited to necessary corrections to the legal description or the assignment of any real property interest inadvertently omitted from Exhibit B-3, as either Grantor or Grantee, or their respective counsel, may reasonably require to effectuate the intent of this Quit Claim Deed.
7. This Quit Claim Deed may be executed in any number of counterparts, each of which counterparts, when executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument.

Dated: \_\_\_\_\_, 2022.

**GRANTOR:**

KING COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GRANTEE:**

CENTRAL PUGET SOUND REGIONAL  
TRANSIT AUTHORITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Senior Deputy Prosecuting Attorney

APPROVED AS TO FORM:

By: \_\_\_\_\_

Sound Transit Legal Counsel



STATE OF WASHINGTON )

) ss.

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared \_\_\_\_\_, known to me to be the individual that executed the foregoing instrument on behalf of KING COUNTY, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the purposes therein mentioned.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_.

My commission expires \_\_\_\_\_.

STATE OF WASHINGTON )

) ss.

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared \_\_\_\_\_, known to me to be the individual that executed the foregoing instrument on behalf of CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the purposes therein mentioned.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

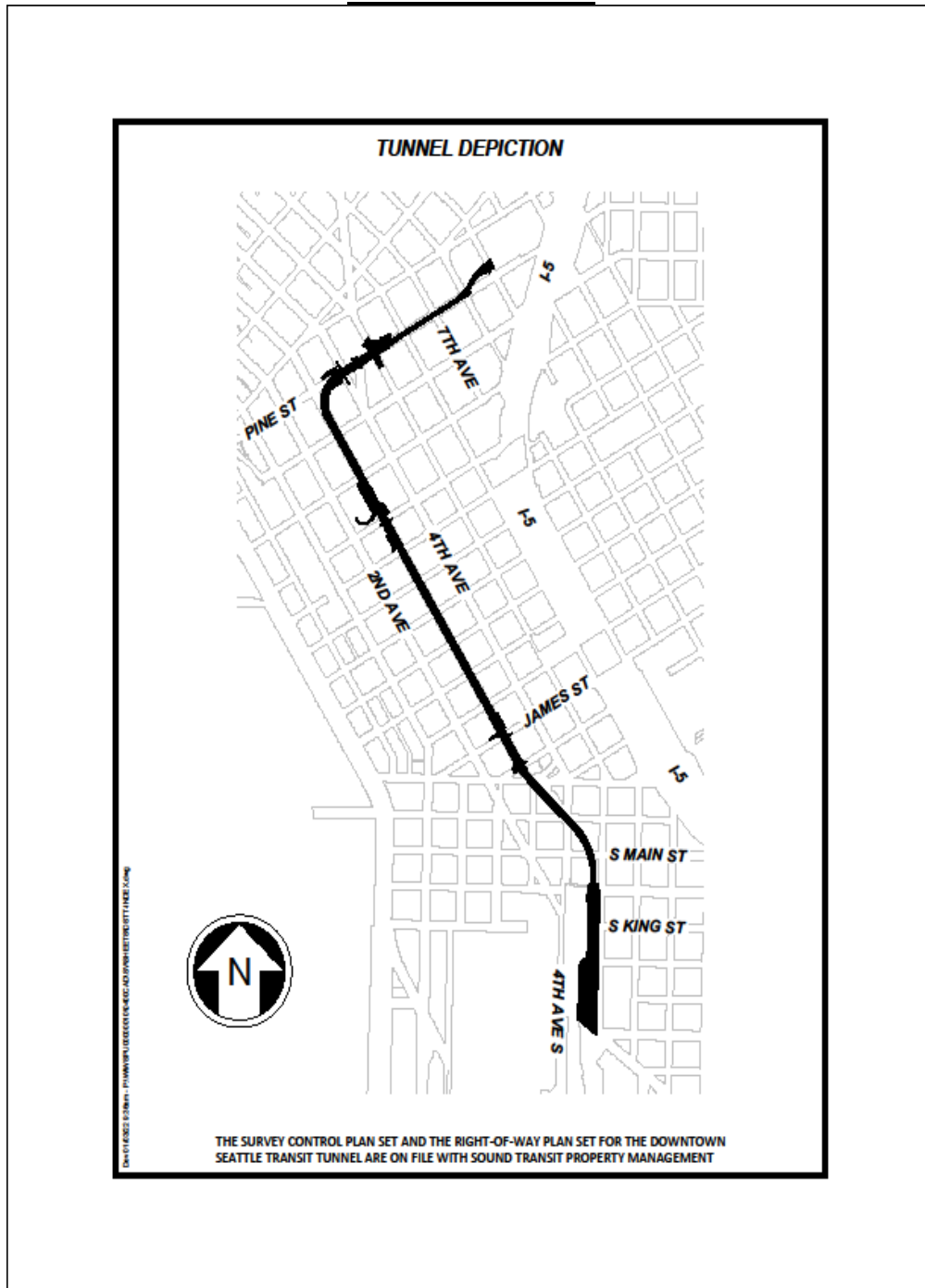
NOTARY PUBLIC in and for the State of

Washington, residing at \_\_\_\_\_.

My commission expires \_\_\_\_\_.

**EXHIBIT A**

**DSTT DEPICTION**



## **EXHIBIT B-1**

### **DSTT STRUCTURE**

The Downtown Seattle Transit Tunnel structure (whose general alignment is approximately depicted on Exhibit A) beginning at the Northerly margin of Airport Way and the entrance to the light rail staging area located between 4<sup>th</sup> Avenue South and 5<sup>th</sup> Avenue South; thence continuing northerly, crossing under South Jackson Street and South Main Street; thence continuing northwesterly under the intersection of South Washington Street, 4<sup>th</sup> Avenue South and Prefontaine Place South; thence northwesterly along Prefontaine Place South, crossing under the intersection of Prefontaine Place South, Yesler Way and 3rd Avenue; thence continuing northwesterly along 3rd Avenue crossing under Jefferson Street, James Street, Cherry Street, Columbia Street, Marion Street, Madison Street, Spring Street, Seneca Street, University Street, Union Street and Pike Street; thence continuing northwesterly along 3rd Avenue to approximately the middle of the block lying between Pike Street and Pine Street; thence turning northeasterly through an angle to Pine Street; thence continuing northeasterly along Pine Street crossing under 4th Avenue; 5th Avenue; 6th Avenue; 7th Avenue and 8th Avenue; thence turning northerly and then easterly to 9th Avenue; thence crossing under 9th Avenue to the point of terminus at the northeasterly line of 9th Avenue and the former entrance to the Convention Place Station.

The DSTT Structure includes the International District Station located between Airport Way and South Jackson Street, Pioneer Square Station located between Prefontaine Place South and Cherry Street, University Street Station located between Seneca Street and Union Street, and Westlake Station located between 3<sup>rd</sup> Avenue and 6<sup>th</sup> Avenue (collectively, the "DSTT Stations").

**EXHIBIT B-2**

**DSTT FIXED ASSETS**

- Except as provided in Exhibit C of that certain Metro Facilities Agreement dated \_\_\_\_ related to Retained Assets, all County-owned improvements, structures, systems, signage, components, artwork, and fixtures, including but not limited to those that are a part of or enclosed in the DSTT Assets or any of the DSTT Stations and/or existing on or in the areas described in any of the Real Estate Rights listed on Exhibit B-3, within street right of way, or otherwise as of the Closing Date, and including but not limited to all County-owned ventilation ducts and associated street grates, emergency hatches and tunnels, elevators and escalators, connected to or extending from the DSTT Assets; and artwork and signage on and inlaid in sidewalks near DSTT Stations as of the Closing Date.
- Awnings at 3<sup>rd</sup> Avenue and University Street (the Unico Garage) and station canopies at 3<sup>rd</sup> Avenue and James Street (the Public Safety Building) and Prefontaine Park.



**EXHIBIT B-3**

**DSTT REAL ESTATE RIGHTS AND AGREEMENTS**

Any and all easements, real property interests, rights, and obligations existing for the DSTT Assets, including, without limitation, the following documents or as otherwise described below:

	Recording Number	Date	Document	Tax ID.
International District Station	8801051081	4/30/87	Amended Quitclaim Deed of Easements	8809700000 5247801292
	9006222384	12/19/89	Easements for Public Transportation Purposes	5247801370 5247801380
	9201270620	1/10/92	Reservation of Easement	5247801440 5247801461
	20190228000387	3/14/18	Covenant	5247801440 5247801461
	8604210341	4/18/86	Subsurface Easement for Public Transportation Purposes	5247801430
	NA - court documents 86-2-11617-6	12/10/86	Judgment and Decree of Appropriation	5247801410
	20030428003453	4/28/03	DSTP Tunnel Easement Reservation Tashiro/Kaplan Buildings	8566600000
	20030428003454	4/28/03	DSTP Tunnel Easement Reservation Tashiro/Kaplan Buildings	8566600000
	9511301055	11/30/95	Transit Station Entrance Easement	0939000105
	8909210544	1/11/89	Transit Station Entrance Easement	0939000085

	Recording Number	Date	Document	Tax ID.
Pioneer Square Station	8708141323		Statutory Warranty Deed--Access Relinquishment Easement	0939000040
	8708141324	5/28/87	Easement and Construction Coordination Agreement	0939000040
	9508310887	5/27/94	Transit Station Entrance Easement and Construction Agreement	0942000855
University Street Station	8806160710	6/15/88	Easement Agreement	1974700120
	9807151772 9807098001	7/2/98	Transit Station Entrance Easement and Operating Agreement	1974700025
	8901090440	11/22/88	Easement Agreement	1974700105
	8712280509	12/14/87	Easement Agreement by and between the Municipality of Metropolitan Seattle and United States Postal Service	1974700080
	8610311704	9/10/86	Lot 5 Transit Way Easement	1975700380
	20011224002675	12/24/01	Easement Reservation for Bus Tunnel and Station Entrance	2764700000
	8701260806		Lot 2 Transit Way Easement	1975700365
	8701260805		Lot 2 Transit Way Easement	1975700365
	8701260804	10/16/86	Lot 2 Transit Way Easement	1975700365
	8801211595	11/20/87	Lot 2 Transit Way Easement	1975700365
	8701260807	11/20/87	Lot 2 Transit Way Easement	1975700365
	8709250819	9/25/87	Easement Agreement	1975700365
	NR	1/23/87	Entrance and Construction Agreement with Bon Marche	8634230000
	8706040293	3/20/87	Easement Agreement	8634230000
	8710050842	8/25/87	Transit Station Entrance and Construction Agreement	9301500000



	Recording Number	Date	Document	Tax ID.
Westlake Station	8910311963	10/26/89	Second Addendum to Transit Station Entrance and Construction Agreement	9301500000
	8910311964	10/17/89	Second Addendum to Transit Station Entrance and Construction Agreement	9301500000
	20151223000250	8/21/15	Third Addendum to Transit Station Entrance and Construction Agreement	9301500000
	9004041486	7/18/88	City Park Property to Metro	1975700175
	NR	2/20/87	Right of Entry, Easement and Construction Coordination Agreement	1975700180
	NR	3/27/90	Letter of Agreement RE Nordstrom Entrance to Westlake Station	1975700180
	8705141322	5/12/87	Easement Agreement	0659000070
	8705141323	5/12/87	Easement Agreement	0659000070
	NR	3/14/97	Agreement between King County and Nordstrom regarding the Development of the New Nordstrom Store and Modifications to Transit Tunnel Entry	0659000070
	9008031483	8/3/90	Reserved Subsurface Easement for Public Transportation Purposes	0660000804
	8911220576	11/22/89	Easement Reserved in Quitclaim Deed	0660000860 0660000865
	20130731001288	7/17/13	Covenant	0660000860 0660000865

Together with any and all documents purporting to grant a real estate interest for the DSTT Structure.

**EXHIBIT B-4**

**DSTT ARTWORK:**

**INTERNATIONAL DISTRICT STATION**

1. Alice Adams & Sonya Ishii, Lead Artists, station design and trellis structures, 1990. Wood, stone, granite, steel and paint.
2. Alice Adams, Stage / Performance Platform, 1990. Wood, stone, granite and paint.
3. Sonya Ishii, Zodiac, 1990. Brick.
4. Sonya Ishii, Zodiac, 1990. Brick.
5. Maureen Maar, Juncture and Idiom / Our Own, 1990. Stainless steel.
6. Maggie Smith, Untitled, 1990. Tile.
7. Sonya Ishii, Paper Chase, 1990. Stainless steel and paint.
8. Sonya Ishii with Dave Layton, Paper Chase, 1990. Stainless steel and paint.

**PIONEER SQUARE STATION**

1. Garth Edwards, Patron Saints / Curious Commuters, 1990. Steel.
2. Laura Sindell, Urban Canyon, 1990. Ceramic tile.
3. Laura Sindell, Urban Canyon, 1990. Ceramic tile.
4. Kate Ericson and Mel Ziegler, Artifact Clocks, 1990. Aluminum and found objects.
5. Jim Garrett, Gates, 1990. Steel.
6. Brian Goldbloom, 1990. Granite.

**UNIVERSITY STREET STATION**

1. Vicki Scuri, The Belt Line, 1990. Granite.

2. Bill Bell, The Northern Lights, 1990. Light sticks.
3. Robert Teeple, Electric Lascaux, 1990. LEDs.
4. Erin Shie Palmer, Temple of Music, 1998.

#### WESTLAKE STATION

1. Bill Whipple, Question Mark, 1990. Stainless steel, granite, concrete.
2. Heather Ramsay. Hickory Dickory Dock Clock, 1990. Steel, polished copper.
3. Fay Jones, 1990. Porcelain enamel on steel.
4. Gene Gentry McMahon, 1990. Porcelain enamel on steel.
5. Roger Shimomura, 1990. Porcelain enamel on steel.
6. Jack Mackie, 1990. Granite benches.
7. Jack Mackie, Terracotta Park, 1990. Terracotta tiles.
8. Vicki Scuri, Station Garment, 1990. Buff clay, transparent clay.

#### TUNNEL WIDE

1. (a) Kate Ericson and Mel Ziegler, Traveling Stories, 1990. Granite.
1. (b) Kate Ericson and Mel Ziegler, Traveling Stories, 1990. Granite.
2. Dyan Rey, Gingko, 1990. Cast iron.

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## **EXHIBIT B-5**

### **DSTT ARTIST AGREEMENTS**

1. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Kate Ericson dated September 16, 1986.
2. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Dyan Rey dated September 16, 1986.
3. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Lauren Mar dated November 19, 1986.
4. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Susan Point dated November 10, 1986.
5. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Gene Gentry McMahon dated September 19, 1986.
6. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Roger Shimomura dated October 8, 1986.
7. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and William J. Whipple dated September 16, 1986.
8. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Maren Hassinger, dated September 13, 1986.
9. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Jack Mackie dated September 16, 1986.
10. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Vicki Scuri dated September 18, 1986.

11. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Laura Sindell dated October 10, 1986.
12. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Bill Bell dated October 9, 1986.
13. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Garth Edwards dated September 17, 1986.
14. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and James A. Garrett dated September 16, 1986.
15. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Brian Goldbloom dated September 18, 1986.
16. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Fay Jones dated September 19, 1986.
17. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Heather Y. Ramsay dated September 22, 1986.
18. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Robert Teeple dated September 24, 1986.
19. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Alice Adams dated September 24, 1986.
20. Contract No. CT/F8-86, Agreement for Artist Services for the Downtown Seattle Transit Project Art Program between the Municipality of Metropolitan Seattle and Sonya Ishii dated September 16, 1986.
21. Agreement for Artist Services for the Convention Place Wall Project between King County Department of Metropolitan Services and Maggie Smith dated October 12, 1994.

**EXHIBIT B-6**

**LEGAL DESCRIPTION**

**DSTT 101\_103**

**REC. NO. 8801051081**

**METRO'S STATION PARCEL EASEMENT**

A PARCEL OF LAND, BEING A PORTION OF BLOCK 26, A PORTION OF BLOCK 27, AND A PORTION OF VACATED KING STREET ADJOINING SAID BLOCKS, VACATED BY SEATTLE ORDINANCE NO. 18078, AS SHOWN IN D.S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 27;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 146.86 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 64.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 14.47 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 417.90 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 93.53 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 26;

THENCE ALONG THE EASTERLY LINE OF SAID BLOCK 26 AND ALONG THE NORTHERLY PROLONGATION OF SAID EASTERLY LINE, NORTH 1 DEGREE 19 MINUTES 39 SECONDS EAST, 209.10 FEET TO A POINT ON THE CENTERLINE OF SAID VACATED KING STREET;

THENCE ALONG THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID BLOCK 27 AND ALONG SAID EASTERLY LINE, NORTH 1 DEGREE 17 MINUTES 21 SECONDS EAST, 273.03 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 27;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, NORTH 88 DEGREES 45 MINUTES 48 SECONDS WEST, 107.98 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PARCEL OF LAND LYING ABOVE ELEVATION 45, PER OBSOLETE CITY OF SEATTLE DATUM.

A PARCEL OF LAND, BEING A PORTION OF BLOCK 26, AS SHOWN IN D.S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 27 OF SAID D.S. MAYNARD'S PLAT;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 64.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 14.47 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 391.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 26.90 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 17.17 FEET;

THENCE NORTH 39 DEGREES 3 MINUTES 22 SECONDS WEST, 15.62 FEET;

THENCE NORTH 1 DEGREE 18 MINUTES 30 SECONDS EAST, 15.00 FEET;

THENCE NORTH 88 DEGREES 41 MINUTES 30 SECONDS WEST, 7.05 FEET TO THE TRUE POINT OF BEGINNING.

**METRO'S NORTH PARCEL EASEMENT**

ALL OF THE FOLLOWING DESCRIBED PARCEL OF LAND WHICH LIES BELOW A PLANE, THE ELEVATION OF WHICH IS 24 FEET AT THE NORTH RIGHT-OF-WAY LINE OF JACKSON STREET AND 12 FEET AT THE SOUTH RIGHT-OF-WAY LINE OF MAIN STREET, PER OBSOLETE CITY OF SEATTLE DATUM.

A PARCEL OF LAND, BEING THE EASTERLY 78.00 FEET OF LOTS 5, 6, 7 AND 8, IN BLOCK 28, AS SHOWN ON D.S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH A PERPETUAL EASEMENT FOR LATERAL AND SUBJACENT SUPPORT FOR ALL IMPROVEMENTS NOW LOCATED OR IN THE FUTURE CONSTRUCTED ON METRO'S NORTH PARCEL EASEMENT.

**METRO'S SOUTH PARCEL EASEMENT**

ALL OF THE FOLLOWING DESCRIBED PARCEL OF LAND LYING BELOW ELEVATION 36, PER OBSOLETE CITY OF SEATTLE DATUM.

A PARCEL OF LAND, BEING A PORTION OF BLOCK 25, AND A PORTION OF BLOCK 26, AS SHOWN IN D.S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, ALSO A PORTION OF BLOCK 201, AND A PORTION OF BLOCK 202, AS SHOWN ON SHEET 30, VOLUME II OF SEATTLE TIDELANDS, AND A PORTION OF VACATED STREETS AND ALLEYS ADJOINING SAID BLOCKS, VACATED BY SEATTLE ORDINANCE NO. 18078, SAID PARCEL BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 27 OF SAID D.S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 64.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 14.47 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 417.90 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 0.80 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 23.40 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 22.70 FEET;

THENCE SOUTH 11 DEGREES 20 MINUTES 19 SECONDS WEST, 16.69 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 24.08 FEET;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 70 DEGREES

35 MINUTES 58 SECONDS, 29.67 FEET;

THENCE SOUTH 81 DEGREES 56 MINUTES 17 SECONDS WEST, 30.71 FEET;

THENCE SOUTH 32 DEGREES 27 MINUTES 50 SECONDS WEST, 76.83 FEET;



THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 386.87 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID BLOCK 202;

THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 51 DEGREES 59 MINUTES 31 SECONDS EAST, 203.03 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 202;

THENCE ALONG THE EASTERLY LINES OF SAID BLOCKS 202, 25 AND 26 AND THE NORTHERLY AND SOUTHERLY PROLONGATION OF SAID LINES, THE FOLLOWING THREE (3) COURSES:

- 1) THENCE NORTH 1 DEGREE 13 MINUTES 33 SECONDS EAST, 235.38 FEET TO A POINT ON THE CENTERLINE OF VACATED LANE STREET;
- 2) THENCE NORTH 1 DEGREE 21 MINUTES 57 SECONDS EAST, 305.92 FEET TO A POINT ON THE CENTERLINE OF VACATED WELLER STREET;
- 3) THENCE NORTH 1 DEGREE 19 MINUTES 39 SECONDS EAST, 97.05 FEET;

THENCE NORTH 88 DEGREES 41 MINUTES 30 SECONDS WEST, 92.73 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCELS INCLUDE ANY AND ALL INTERESTS THAT GRANTOR MAY HAVE BELOW THE STREETS WHICH ADJOIN SAID PARCELS.

TOGETHER WITH A PERPETUAL EASEMENT FOR LATERAL AND SUBJACENT SUPPORT FOR ALL IMPROVEMENTS NOW LOCATED OR IN THE FUTURE CONSTRUCTED ON METRO'S SOUTH PARCEL EASEMENT.

AND TOGETHER WITH A PERPETUAL EASEMENT IN THE SOUTH PARCEL LID TO ATTACH FACILITIES TO THE BOTTOM OF THE SOUTH PARCEL LID STRUCTURE.

**METRO'S PLAZA EASEMENT ON THE UNION STATION PARCEL**

ALL OF THE FOLOLOWING DESCRIBED PARCEL OF LAND ABOVE ELEVATION 28.5, (PER OBSOLETE CITY OF SEATTLE DATUM).

A PARCEL OF LAND BEING A PORTION OF BLOCK 27 AND A PORTION OF THE VACATED ALLEY IN SAID BLOCK, VACATED BY SEATTLE ORDINACE NO. 18078, AS SHOWN ON D. S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 27;

THENCE ALONG THE NORTHERLY LIINE OF SAID BLOCK 27, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 136.86 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 10.00 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 64.00 FEET;

THENCE NORTH 88 DEGREES 41 MINUTES 30 SECONDS WEST, 10.00 FEET;

THENCE NORTH 1 DEGREE 19 MINUTES 30 SECONDS EAST, 63.99 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL INCLUDES ANY AND ALL INTEREST WHICH GRANTOR MAY HAVE IN THE STREET WHICH ADJOINS SAID PARCEL.

**VENT LOCATIONS**

**PARCEL NO. 1**

A PARCEL OF LAND SITUATE IN VACATED S. WELLER ST., VACATED BY CITY OF SEATTLE ORDINANCE NO. 18078, SAID VACATED STREET LYING BETWEEN BLOCKS 25 AND 26 OF D.S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, KING COUNTY, WASHINGTON, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF SAID COUNTY, SAID PARCEL BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 27 OF SAID D.S. MAYNARD'S PLAT;

THENCE ALONG THE NORTH LINE OF SAID BLOCK, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 250.84 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 556.57 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 12.00 FEET;

THENCE NORTH 88 DEGREES 41 MINUTES 30 SECONDS WEST, 10.00 FEET;

THENCE NORTH 1 DEGREE 18 MINUTES 30 SECONDS EAST, 12.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 10.00 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL NO. 2**

A PARCEL OF LAND SITUATE IN VACATED S. WELLER ST., VACATED BY CITY OF SEATTLE ORDINANCE NO. 18078, SAID VACATED STREET LYING BETWEEN BLOCKS 25 AND 26 OF D.S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, KING COUNTY, WASHINGTON, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF SAID COUNTY, SAID PARCEL BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 27 OF SAID D.S. MAYNARD'S PLAT;

THENCE ALONG THE NORTH LINE OF SAID BLOCK, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 250.84 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 589.57 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 12.00 FEET;

THENCE NORTH 88 DEGREES 41 MINUTES 30 SECONDS WEST, 10.00 FEET;

THENCE NORTH 1 DEGREE 18 MINUTES 30 SECONDS EAST, 12.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 10.00 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL NO. 3**

A PARCEL OF LAND SITUATE IN BLOCK 25 OF D.S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, KING COUNTY, WASHINGTON, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF SAID COUNTY, SAID PARCEL BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 27 OF SAID D.S. MAYNARD'S PLAT;

THENCE ALONG THE NORTH LINE OF SAID BLOCK, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 250.84 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 703.32 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 12.00 FEET;

THENCE NORTH 88 DEGREES 41 MINUTES 30 SECONDS WEST, 12.00 FEET;

THENCE NORTH 1 DEGREE 18 MINUTES 30 SECONDS EAST, 12.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 12.00 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL NO. 4**

A PARCEL OF LAND SITUATE IN BLOCK 25 OF D.S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, KING COUNTY, WASHINGTON, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF SAID COUNTY, SAID PARCEL BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 27 OF SAID D.S. MAYNARD'S PLAT;

THENCE ALONG THE NORTH LINE OF SAID BLOCK, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 250.84 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 748.82 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 12.00 FEET;

THENCE NORTH 88 DEGREES 41 MINUTES 30 SECONDS WEST, 12.00 FEET;

THENCE NORTH 1 DEGREE 18 MINUTES 30 SECONDS EAST, 12.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 12.00 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL NO. 5**

A PARCEL OF LAND SITUATE IN VACATED S. LANE ST., VACATED BY CITY OF SEATTLE ORDINANCE NO. 18078, SAID VACATED STREET LYING BETWEEN BLOCK 202, AS SHOWN ON SHEET 30, VOLUME II OF SEATTLE TIDELANDS AND BLOCK 201 OF SAID SEATTLE TIDELANDS TOGETHER WITH BLOCK 25 OF D.S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, KING COUNTY, WASHINGTON, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF SAID COUNTY, SAID PARCEL BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 27 OF SAID D.S. MAYNARD'S PLAT;

THENCE ALONG THE NORTH LINE OF SAID BLOCK, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 250.84 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 862.52 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 12.00 FEET;

THENCE NORTH 88 DEGREES 41 MINUTES 30 SECONDS WEST, 10.00 FEET;

THENCE NORTH 1 DEGREE 18 MINUTES 30 SECONDS EAST, 12.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 10.00 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL NO. 6**

A PARCEL OF LAND SITUATE IN VACATED S. LANE ST., VACATED BY CITY OF SEATTLE ORDINANCE NO. 18078, SAID VACATED STREET LYING BETWEEN BLOCK 202, AS SHOWN ON SHEET 30, VOLUME II OF SEATTLE TIDELANDS AND BLOCK 201 OF SAID SEATTLE TIDELANDS TOGETHER WITH BLOCK 25 OF D.S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, KING COUNTY, WASHINGTON, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF SAID COUNTY, SAID PARCEL BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 27 OF SAID D.S. MAYNARD'S PLAT;

THENCE ALONG THE NORTH LINE OF SAID BLOCK, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 250.84 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 895.46 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 12.00 FEET;

THENCE NORTH 88 DEGREES 41 MINUTES 30 SECONDS WEST, 10.00 FEET;

THENCE NORTH 1 DEGREE 18 MINUTES 30 SECONDS EAST, 12.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 10.00 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL NO. 7**

A VENT LOCATION, REPRESENTED IN PLAN VIEW BY A LINE SEGMENT, 12.0 FEET IN LENGTH, SITUATE IN BLOCK 26 AS SHOWN ON D.S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, THE LOCATION OF SAID LINE SEGMENT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 27 OF SAID D.S. MAYNARD'S PLAT;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 64.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 14.47 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 417.90 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 0.80 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 10.40 FEET TO THE BEGINNING OF SAID LINE SEGMENT;

THENCE CONTINUING SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 12.00 FEET TO THE TERMINUS OF SAID LINE SEGMENT.

**SANITARY SEWER LOCATION**

A STRIP OF LAND, 20.0 FEET IN WIDTH, SITUATE IN VACATED LANE STREET, VACATED BY CITY OF SEATTLE ORDINANCE NO. 10078, SAID VACATED STREET LYING BETWEEN BLOCKS 201 AND 202, AS SHOWN ON SHEET 30, VOLUME II OF SEATTLE TIDELANDS, RECORDS OF KING COUNTY, WASHINGTON, SAID STRIP BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 27 OF D. S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF SAID COUNTY;

THENCE ALONG THE WESTERLY LINES OF BLOCKS 27, 26 AND 25 BLOCK OF SAID D. S. MAYNARD'S PLAT AND ALONG THE NORTHERLY AND SOUTHERLY PROLONGATION OF SAID WESTERLY LINES AND ALONG THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID BLOCK 202, SOUTH 1 DEGREE 13 MINUTES 35 SECONDS WEST, 890.96 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 41 MINUTES 38 SECONDS EAST, 90.81 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 20.00 FEET;

THENCE NORTH 88 DEGREES 41 MINUTES 30 SECONDS WEST, 90.78 FEET TO A POINT ON SAID NORTHERLY PROLONGATION OF THE WESTERLY LINE OF BLOCK 202;

THENCE ALONG SAID NORTHERLY PROLONGATION, NORTH 1 DEGREE 13 MINUTES 25 SECONDS EAST, 20.00 FEET TO THE TRUE POINT OF BEGINNING.

**STORM WATER DETENTION LOCATION**

A PARCEL OF LAND, BEING A PORTION OF BLOCK 26, AS SHOWN ON D. S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, SAID PARCEL BOUNDED AND DESCRIBED AS FOLLOW:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 27;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 64.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 14.47 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 417.90 FEET;

THENCE SOUTH 80 DEGREES 41 MINUTES 30 SECONDS EAST, 0.80 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 23.40 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 22.70 FEET;

THENCE SOUTH 11 DEGREES 20 MINUTES 19 SECONDS WEST, 16.69 FEET TO THE BEGINNING OF CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 24.08 FEET;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 70 DEGREES 35 MINUTES 58 SECONDS, 29.67 FEET;

THENCE NORTH 1 DEGREE 18 MINUTES 30 SECONDS EAST, 36.00 FEET TO THE TRUE POINT OF BEGINNING.

**LIGHT AND AIR EASEMENT**

A PARCEL OF LAND, BEING A PORTION OF BLOCK 27 AND A PORTION OF VACATED KING STREET ADJOINING SAID BLOCK, VACATED BY SEATTLE ORDINANCE NO. 18078, AS SHOWN ON D. S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, SAID PARCEL BOUNDED AND DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 27;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 64.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 14.47 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 194.25 FEET;

THENCE NORTH 88 DEGREES 45 MINUTES 48 SECONDS WEST, 23.67 FEET;

THENCE NORTH 1 DEGREE 22 MINUTES 19 SECONDS EAST, 4.97 FEET;

THENCE SOUTH 88 DEGREES 37 MINUTES 42 SECONDS EAST, 9.25 FEET;

THENCE NORTH 1 DEGREE 17 MINUTES 21 SECONDS EAST, 185.52 FEET;

THENCE NORTH 1 DEGREE 18 MINUTES 30 SECONDS EAST, 3.80 FEET TO THE TRUE POINT OF BEGINNING.

**HORIZONTAL EXITS**

**HORIZONTAL EXIT NO. 1**

A HORIZONTAL EXIT LOCATION, REPRESENTED IN PLAN VIEW BY A LINE SEGMENT, 3.5 FEET IN LENGTH, SITUATED IN BLOCK 26 AS SHOWN ON D. S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, THE



LOCATION OF SAID LINE SEGMENT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 27 OF SAID D. S. MAYNARD'S PLAT;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 64.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 14.47 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 417.90 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 0.80 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 1.0 FEET TO THE BEGINNING OF SAID LINE SEGMENT;

THENCE CONTINUING SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 3.5 FEET TO THE TERMINUS OF SAID LINE SEGMENT.

**HORIZONTAL EXIT NO. 2**

A HORIZONTAL EXIT LOCATION, REPRESENTED IN PLAN VIEW BY A LINE SEGMENT, 3.5 FEET IN LENGTH, SITUATE IN BLOCK 25 AS SHOWN ON D. S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, THE LOCATION OF SAID LINE SEGMENT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 27, AS SHOWN ON D. S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF SAID COUNTY;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 64.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 14.47 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 417.90 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 0.80 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 23.40 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 22.70 FEET;

THENCE SOUTH 11 DEGREES 20 MINUTES 19 SECONDS WEST, 16.69 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 24.08 FEET;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THOROUGH A CENTRAL ANGLE OF 70 DEGREES 35 MINUTES 58 SECONDS, 29.67 FEET;

THENCE SOUTH 81 DEGREES 56 MINUTES 17 SECONDS WEST, 30.71 FEET;

THENCE SOUTH 32 DEGREES 27, MINUTES 50 SECONDS WEST, 76.83 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 43.25 FEET TO THE BEGINNING OF SAID LINE SEGMENT;

THENCE CONTINUING SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 3.5 FEET TO THE TERMINUS OF SAID LINE.

**HORIZONTAL EXIT NO. 3**

A HORIZONTAL EXIT LOCATION, REPRESENTED IN PLAN VIEW BY A LINE SEGMENT, 3.5 FEET IN LENGTH, SITUATE IN BLOCK 201, AS SHOWN ON SHEET 30, VOLUME II OF SEATTLE TIDELANDS, IN THE RECORDS OF KING COUNTY, WASHINGTON, THE LOCATION OF SAID LINE SEGMENT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 27, AS SHOWN ON D. S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF SAID COUNTY;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGEES 45 MINUTES 48 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 64.00 FEET;

THENCE SOUTH 88 DEGEES 41 MINUTES 30 SECONDS EAST, 14.47 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 417.90 FEET;

THENCE SOUTH 88 DEGREES 41 MINTES 30 SECONDS EAST, 0.80 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONS WEST, 23.40 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 22.70 FEET;

THENCE SOUTH 11 DEGREES 20 MINUTES 19 SECONDS WEST, 16.69 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 24.08 FEET;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THORUGH A CENTRAL ANGLE OF 70 DEGREES 35 MINUTES 58 SECONDS, 29.67 FEET;

THENCE SOUTH 81 DEGREES 56 MINUTES 17 SECONDS WEST, 30.71 FEET;

THENCE SOUTH 32 DEGREES 27, MINUTES 50 SECONDS WEST, 76.83 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 193.25 FEET TO THE BEGINNING OF SAID LINE SEGMENT;

THENCE CONTINUING SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 3.5 FEET TO THE TERMINUS OF SAID LINE.

**HORIZONTAL EXIT NO. 4**

A HORIZONTAL EXIT LOCATION, REPRESENTED IN PLAN VEW BY A LINE SEGMENT, 3.5 FEET IN LENGTH, SITUATE IN BLOCK 202, AS SHOWN ON SHEET 30, VOLUME II OF SEATTLE TIDELANDS, IN THE RECORDS OF KING COUNTY, WASHINGTON, THE LOCATION OF SAID LINE SEGMENT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 27, AS SHOWN ON D. S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF SAID COUNTY;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGEES 45 MINUTES 48 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 64.00 FEET;

THENCE SOUTH 88 DEGEES 41 MINUTES 30 SECONDS EAST, 14.47 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 417.90 FEET;

THENCE SOUTH 88 DEGREES 41 MINTES 30 SECONDS EAST, 0.80 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONS WEST, 23.40 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, 22.70 FEET;

THENCE SOUTH 11 DEGREES 20 MINUTES 19 SECONDS WEST, 16.69 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 24.08 FEET;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THOROUGH A CENTRAL ANGLE OF 70 DEGREES 35 MINUTES 58 SECONDS, 29.67 FEET;

THENCE SOUTH 81 DEGREES 56 MINUTES 17 SECONDS WEST, 30.71 FEET;

THENCE SOUTH 32 DEGREES 27, MINUTES 50 SECONDS WEST, 76.83 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 349.14 FEET TO THE BEINNING OF SAID LINE SEGMENT;

THENCE CONTINUING SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 3.5 FEET TO THE TERMINUS OF SAID LINE SEGMENT.

**HORIZONTAL EXIT NO. 5**

A HORIZONTAL EXIT LOCATION, REPRESENTED IN PLAN VEW BY A LINE SEGMENT, 7.0 FEET IN LENGTH, SITUATE IN BLOCK 27 AS SHOW ON D. S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, THE LOCATION OF SAID LINE SEGMENT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 27;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGEES 45 MINUTES 48 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 18.75 FEET TO THE BEGINNING OF SAID LINE SEGMENT;

THENCE CONTINUING SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 7.0 FEET TO THE TERMINUS OF SAID LINE SEGMENT.

**HORIZONTAL EXIT NO. 6**

A HORIZONTAL EXIT LOCATION, REPRESENTED IN PLAN VEW BY A LINE SEGMENT, 3.5 FEET IN LENGTH, SITUATE IN BLOCK 27 AS SHOW ON D. S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, THE LOCATION OF SAID LINE SEGMENT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 27;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGEES 45 MINUTES 48 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 0.67 FEET;

THENCE SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 3.00 FEET TO THE BEGINNING OF SAID LINE SEGMENT;

THENCE CONTINUING SOUTH 88 DEGREES 45 MINUTES 48 SECONDS EAST, 3.5 FEET TO THE TERMINUS OF SAID LINE SEGMENT.

### **PORTAL LOCATIONS**

#### **PORTAL LOCATION NO. 1**

A PORTAL LOCATION, REPRESENTED IN PLAN VIEW BY A LINE SEGMENT, 7.0 FEET IN LENGTH, SITUATE IN BLOCK 27 AS SHOW ON D. S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, THE LOCATION OF SAID LINE SEGMENT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 27;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGEES 45 MINUTES 48 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 64.00 FEET;

THENCE SOUTH 88 DEGEES 41 MINUTES 30 SECONDS EAST, 14.47 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 122.5 FEET TO THE BEGINNING OF SAID LINE SEGMENT;

THENCE CONTINUING SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 7.0 FEET TO THE TERMINUS OF SAID LINE SEGMENT.

#### **PORTAL LOCATION NO. 2**

A PORTAL LOCATION, REPRESENTED IN PLAN VIEW BY A LINE SEGMENT, 7.0 FEET IN LENGTH, SITUATE IN BLOCK 27 AS SHOW ON D. S. MAYNARD'S PLAT OF THE TOWN (NOW CITY) OF SEATTLE, RECORDED IN VOLUME I OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, THE LOCATION OF SAID LINE SEGMENT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 27;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 27, SOUTH 88 DEGEES 45 MINUTES 48 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 64.00 FEET;

THENCE SOUTH 88 DEGEES 41 MINUTES 30 SECONDS EAST, 14.47 FEET;

THENCE SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 142.50 FEET TO THE BEGINNING OF SAID LINE SEGMENT;

THENCE CONTINUING SOUTH 1 DEGREE 18 MINUTES 30 SECONDS WEST, 7.0 FEET TO THE TERMINUS OF SAID LINE SEGMENT.

**DSTT 102\_104**

**REC. NO. 9006222384**

**PERMANENT SUBSURFACE EASEMENT**

THAT PORTION OF LOTS 7 AND 8, BLOCK 28, TOWN OF SEATTLE, AS LAID OUT BY D. S. MAYNARD, COMMONLY KNOWN AS D. S. MAYNARD'S PLAT OF SEATTLE, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 8 AND THE WEST LINE OF THE EAST 78.00 FEET OF SAID LOT;

THENCE SOUTH 01° 17' 05" WEST ALONG SAID WEST LINE 106.00 FEET;

THENCE NORTH 11° 28' 30" WEST ALONG 108.67 FEET TO THE NORTH LINE OF SAID LOT 8;

THENCE SOUTH 88° 45' 15" EAST ALONG SAID NORTH LINE 24.00 FEET TO THE POINT OF BEGINNING;

ALL LYING BELOW A SLOPING PLANE, BASED ON CITY OF SEATTLE DATUM, FROM AN ELEVATION OF 22.00 FEET ON THE NORTH LINE OF SAID LOT 8 TO AN ELEVATION OF 26.00 FEET ON THE MOST SOUTHERLY POINT OF THE ABOVE DESCRIBED PROPERTY;

CONTAINING 1,272 SQUARE FEET, MORE OR LESS.

SUBJECT TO ENCUMBRANCES OF RECORD

## **DSTT 106\_108**

### **REC. NO. 9201270620**

#### **PERMANENT SUBSURFACE EASEMENT**

THAT PORTION OF THE EAST HALF OF LOTS 3 AND 4, BLOCK 29, TOWN OF SEATTLE, AS LAID OUT BY D. S. MAYNARD, COMMONLY KNOWN AS D. S. MAYNARD'S PLAT OF SEATTLE, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 01°15'32" WEST ALONG THE EAST LINE OF SAID LOTS 3 AND 4 A DISTANCE OF 97.88 FEET TO A POINT ON A CURVE TO THE LEFT FROM WHENCE THE CENTER BEARS SOUTH 63°45'41" WEST 545 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE (THROUGH A CENTRAL ANGLE OF 11°29'30") 109.31 FEET TO THE WEST LINE OF THE EAST HALF OF SAID LOT 3; THENCE NORTH 01°14'51" EAST ALONG SAID WEST LINE 6.60 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 88°44'57" EAST ALONG SAID NORTH LINE 59.82 FEET TO THE POINT OF BEGINNING;

ALL LYING BELOW A SLOPING PLANE, BASED ON CITY OF SEATTLE DATUM, FROM AN ELEVATION OF 13.00 FEET ON THE NORTH LINE OF SAID LOT 3 TO AN ELEVATION OF 17.00 FEET ON THE MOST SOUTHERLY POINT OF THE ABOVE DESCRIBED PROPERTY.

AND;

THAT PORTION OF LOTS 5 AND 6, BLOCK 29, TOWN OF SEATTLE, AS LAID OUT BY D. S. MAYNARD, COMMONLY KNOWN AS D. S. MAYNARD'S PLAT OF SEATTLE, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5; THENCE NORTH 01°15'32" EAST ALONG THE WEST LINE OF SAID LOTS 5 AND 6 A DISTANCE OF 120.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE SOUTH 88°44'57" EAST ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 0.05 FEET TO A POINT ON A CURVE TO THE RIGHT FROM WHENCE THE CENTER BEARS SOUTH 57°02'18" WEST 575.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE (THROUGH A CENTRAL ANGLE OF 13°30'46") 136.61 FEET TO THE SOUTH LINE OF SAID LOT 5; THENCE NORTH 88°45'15" WEST ALONG SAID SOUTH LINE 62.44 FEET TO THE POINT OF BEGINNING;



ALL LYING BELOW A SLOPING PLANE, BASED ON CITY OF SEATTLE DATUM,  
FROM AN ELEVATION OF 13.00 FEET ON THE NORTH LINE OF SAID LOT 6 TO AN  
ELEVATION OF 19.00 FEET ON THE SOUTH LINE OF SAID LOT 5.

**DSTT 107**

**REC. NO. 8604210341**

**PERMANENT SUBSURFACE EASEMENT**

THAT PORTION OF THE WEST HALF OF LOT 3, BLOCK 29, TOWN OF SEATTLE, AS LAID OUT BY D. S. MAYNARD'S, COMMONLY KNOWN AS D.S. MAYNARD'S PLAT OF SEATTLE, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF SAID LOT 3; THENCE SOUTH  $01^{\circ}14'51''$  WEST ALONG THE EAST LINE OF THE SAID WEST HALF 6.60 FEET TO A POINT ON A CURVE TO THE LEFT FROM WHENCE THE CENTER BEARS SOUTH  $52^{\circ}16'11''$  WEST 545.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE (THROUGH A CENTER ANGLE OF  $00^{\circ}53'55''$ ) 8.55 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE SOUTH  $88^{\circ}44'57''$  EAST ALONG SAID NORTH LINE 5.43 FEET TO THE POINT OF BEGINNING;

ALL LYING BELOW A LEVEL PLANE AT ELEVATION 13.00 FEET, BASED ON CITY OF SEATTLE DATUM;

CONTAINING 18 SQUARE FEET, MORE OR LESS.

SUBJECT TO ENCUMBRANCES OF RECORD.

## **DSTT 109**

### **SCC 82-6-11617-6**

#### **PERMANENT SUBSURFACE EASEMENT**

THE PERMANENT SUBSURFACE EASEMENT TAKEN BY METRO IS LEGALLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOTS 1 AND 2, BLOCK 29, TOWN OF SEATTLE, AS LAID OUT BY D. S. MAYNARD, COMMONLY KNOWN AS D. S. MAYNARD'S PLAT OF SEATTLE, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 88°44'39" EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 33.79 FEET; THENCE SOUTH 41°16'38" EAST 74.23 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT OF RADIUS 575.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE (THROUGH A CENTRAL ANGLE OF 05°34'06") 55.88 FEET TO A POINT ON THE EAST LINE OF SAID LOT2; THENCE SOUTH 01°15'32" WEST ALONG SAID EAST LINE 22.42 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 88°44'57" WEST ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 65.25 FEET TO A POINT ON A CURVE TO THE LEFT FROM WHENCE THE CENTER BEARS SOUTH 51°22'16" WEST 545.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE (THROUGH A CENTRAL ANGLE OF 08°14'29") 78.39 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; THENCE NORTH 01°14'10" EAST ALONG THE WEST LINE OF SAID LOTS 2 AND 1 A DISTANCE OF 63.73 FEET TO THE POINT OF BEGINNING;

ALL LYING BELOW A SLOPING PLANE, BASED ON CITY OF SEATTLE DATUM, FROM AN ELEVATION OF 7.00 FEET ON THE NORTH LINE OF SAID LOT 1 TO AN ELEVATION OF 13.00 FEET ON THE SOUTH LINE OF SAID LOT 2.

## **DSTT 200**

**REC. NO. 20030428003453 & 20030428003454**

### **TRANSIT WAY EASEMENT**

THAT PORTION OF LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 17, TOWN OF SEATTLE, AS LAID OUT BY D. S. MAYNARD, COMMONLY KNOWN AS D. S. MAYNARD'S PLAT OF SEATTLE, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON, TOGETHER WITH THE VACATED ALLEY ADJOINING SAID LOTS, ALL LYING SOUTHWESTERLY OF THE SOUTHWESTERLY MARGIN OF PREFONTAINE PLACE SOUTH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF PREFONTAINE PLACE SOUTH AND THE WEST LINE OF SAID LOT 1; THENCE SOUTH 57°00'12" EAST ALONG SAID SOUTHWESTERLY MARGIN 150.60 FEET TO AN ANGLE POINT IN SAID MARGIN; THENCE SOUTH 31°22'21" EAST ALONG SAID SOUTHWESTERLY MARGIN 142.28 FEET TO THE SOUTH LINE OF SAID LOT 5; THENCE NORTH 88°45'45" WEST 19.03 FEET, THENCE NORTH 45°22'11" WEST 255.57 FEET TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 01°16'53" EAST ALONG THE WEST LINE OF SAID LOTS 2 AND 1 A DISTANCE OF 23.54 FEET TO THE POINT OF BEGINNING;

ALL LYING BELOW A SLOPING PLANE BASED ON CITY OF SEATTLE DATUM, FROM AN ELEVATION OF 20.00 FEET AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF PREFONTAINE PLACE SOUTH AND THE EAST MARGIN OF 3<sup>RD</sup> AVENUE SOUTH TO AN ELEVATION OF 7.00 FEET AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF PREFONTAINE PLACE SOUTH AND THE NORTH MARGIN OF SOUTH WASHINGTON STREET;

CONTAINING 8,717 SQUARE FEET, MORE OR LESS.

**DSTT 204**

**REC. NO. 8708141323**

**ACCESS RELINQUISHMENT EASEMENT**

A RESTRICTIVE COVENANT TO RELEASE ANY DIRECT ACCESS TO THE FOLLOWING DESCRIBED PROPERTY FROM JEFFERSON STREET.

LOTS 3, 6, 7, BLOCK 2, TOWN OF SEATTLE, AS LAID OUT ON CLAIMS OF C. D. BOREN AND A. A. DENNY COMMONLY KNOWN AS BOREN & DENNY'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAY RECORDED IN VOLUME 1 OF PLATS, PAGE 27, IN KING COUNTY, WASHINGTON; EXCEPT THE EASTERLY 9 FEET THEREOF CONDEMNED IN KING COUNTY SUPERIOR CORT CAUSE NO. 54135, FOR THE WIDENING OF 3RD AVENUE, AS PROVIDED BY ORDINANCE NO. 14345 OF THE CITY OF SEATTLE.

## **DSTT 208**

### **REC. NO. 9511301055**

#### **TRANSIT STATION ENTRANCE EASEMENT**

##### **LEGAL DESCRIPTION**

THAT PORTION OF LOT 7, BLOCK 3, TOWN OF SEATTLE, AS LAID OUT ON THE CLAIMS OF C.D. BOREN AND A.A. DENNY (COMMONLY KNOWN AS BOREN AND DENNY'S ADDITION TO THE CITY OF SEATTLE) AS RECORDED IN VOLUME 1 OF PLATS, PAGE 27, RECORDS OF KING COUNTY, WASHINGTON, AND MORE PARTICULARLY DESCRIBED BY SUB-UNIT I, II AND III AS FOLLOWS:

##### **SUB-UNIT I**

A PORTION OF LOT 7 IN SAID BLOCK 3, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE AND THE NORTHWESTERLY MARGIN OF JAMES STREET; THENCE SOUTH 59°27'00" WEST ALONG SAID NORTHWESTERLY MARGIN 63.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 59°27'00" WEST ALONG SAID MARGIN 21.60 FEET; THENCE NORTH 30°33'00" WEST 7.00 FEET; THENCE SOUTH 59°27'00" WEST 1.33 FEET; THENCE NORTH 30°33'00" WEST 10.43 FEET; THENCE NORTH 59°27'00" EAST 22.93 FEET; THENCE SOUTH 30°33'00" EAST 17.43 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 52.2 FEET AND THE TOP PLANE THEREOF AT ELEVATION 65.5 FEET, CITY OF SEATTLE DATUM.

CONTAINING 390 SQUARE FEET, MORE OR LESS; CONTAINING 5,192 CUBIC FEET, MORE OR LESS.

##### **SUB-UNIT II**

A PORTION OF LOT 7 IN SAID BLOCK 3, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF

SEATTLE AND THE NORTHWESTERLY MARGIN OF JAMES STREET; THENCE SOUTH 59°27'00" WEST ALONG SAID NORTHWESTERLY MARGIN 63.50 FEET; THENCE NORTH 30°33'00" WEST 20.75 FEET; THENCE NORTH 59°27'00" EAST 34.48 FEET; THENCE SOUTH 30°33'00" EAST 6.00 FEET; THENCE NORTH 59°27'00" EAST 29.00 FEET TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE; THENCE SOUTH 30°37'32" EAST ALONG SAID SOUTHWESTERLY MARGIN 14.75 FEET TO THE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT THE ELEVATION 21.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 65.6 FEET, CITY OF SEATTLE DATUM.

CONTAINING 1,143 SQUARE FEET, MORE OR LESS; CONTAINING 50,879 CUBIC FEET, MORE OR LESS.

### **SUB-UNIT III**

A PORTION OF LOT 7 IN SAID BLOCK 3, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF JAMES STREET AND THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE; THENCE NORTH 30°37'32" WEST ALONG SAID SOUTHWESTERLY MARGIN 14.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 59°27'00" WEST 29.00 FEET; THENCE NORTH 30°33'00" WEST 6.00 FEET; THENCE NORTH 59°27'00" EAST 28.99 FEET TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE; THENCE SOUTH 30°37'32" EAST ALONG SAID MARGIN 6.00 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 8.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 65.5 FEET, CIT OF SEATTLE DATUM.

CONTAINING 174 SQUARE FEET, MORE OR LESS; CONTAINING 10,004 CUBIC FEET, MORE OR LESS.

**DSTT 209-210**

**REC. NO. 8909210544**

**TRANSIT STATION ENTRANCE EASEMENT**

THAT PORTION OF LOT 3, BLOCK 3, TOWN OF SEATTLE AS LAID OUT ON THE CLAIMS OF C.D. BOREN (COMMONLY KNOWN AS BOREN AND DENNY'S ADDITION TO THE CITY OF SEATTLE) AS RECORDED IN VOLUME 1 OF PLATS, PAGE 27, RECORDS OF KING COUNTY, WASHINGTON, SAID PORTION BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

THE SOUTHEASTERLY 24.00 FEET OF SAID LOT 3; EXCEPT THE SOUTHWESTERLY 76 1/3 FEET THEREOF, AND EXCEPT THE NORTHEASTERLY 9 FEET THEREOF CONDEMNED FOR STREET PURPOSES UNDER CITY OF SEATTLE ORDINANCE NO. 14345;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 5.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 51.0 FEET, CITY OF SEATTLE DATUM; EXCLUDING THE VOLUME OCCUPIED BY FOOTINGS, PIERS AND FOUNDATIONS OF IMPORVEMENT EXISTING ON THE DATE OF THIS AGREEMENT;

CONTAINING 833 SQUARE FEET, MORE OR LESS; CONTAINING 38,330 CUBIC FEET, MORE OR LESS.



## **DSTT 211**

**REC. NO. 9508310887**

### **TRANSIT WAY STATION ENTRANCE EASEMENT**

#### **LEGAL DESCRIPTION**

THOSE PORTIONS OF BLOCK 32, ADDITION TO THE TOWN OF SEATTLE, AS LAID OUT ON THE CLAIMS OF C.D. BOREN AND A.A. DENNY AND H.L. YESLER (COMMONLY KNOWN AS C.D. BOREN'S ADDITION TO THE CITY OF SEATTLE) AS RECORDED IN VOLUME 1 OF PLATS, PAGE 25, RECORDS OF KING COUNTY, WASHINGTON AND MORE PARTICULARLY DESCRIBED BY SUB-UNITS I, II, III, IV, V, VI, VII, VIII AND IX AS FOLLOWS:

#### **SUB-UNIT I**

A PORTION OF LOTS 1 AND 4 IN SAID BLOCK 32, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF JAMES STREET AND THE NORTHEASTERLY MARGIN OF 3<sup>RD</sup> AVENUE AS ESTABLISHED BY CITY OF SEATTLE ORDINANCE NO. 14345; THENCE NORTH 30°37'32" WEST ALONG SAID NORTHEASTERLY MARGIN 163.30 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 30°37'32" WEST ALONG SAID MARGIN 27.30 FEET; THENCE NORTH 59°22'28" EAST 11.00 FEET; THENCE SOUTH 30°37'32" EAST 27.30 FEET; THENCE SOUTH 59°22'28" WEST 11.00 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 63.00 FEET AND THE TOP PLANE THEREOF AT ELEVATION 90.00 FEET, CITY OF SEATTLE DATUM;

CONTAINING 300 SQUARE FEET, MORE OR LESS; CONTAINING 8,108 CUBIC FEET, MORE OR LESS.

#### **SUB-UNIT II**

A PORTION OF LOTS 4 AND 5 IN SAID BLOCK 32, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF JAMES STREET AND THE NORTHEASTERLY MARGIN OF 3<sup>RD</sup> AVENUE AS ESTABLISHED

BY CITY OF SEATTLE ORDINANCE NO. 14345; THENCE NORTH 30°37'32" WEST ALONG SAID NORTHEASTERLY MARGIN 112.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 30°37'32" WEST ALONG SAID NORTHEASTERLY MARGIN 51.10 FEET TO HEREIN REFERENCED POINT A; THENCE NORTH 59°22'28" EAST 11.00 TO HEREIN REFERENCED POINT B; THENCE SOUTH 30°37'32" EAST 51.10 FEET TO HEREIN REFERENCED POINT C; THENCE SOUTH 59°22'28" WEST 11.00 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING A SLOPING PLANE, WITH REFERENCE POINTS A AND B DESCRIBED HEREIN BEING AT ELEVATION 63.00 FEET AND THE TRUE POINT OF BEGINNING AND REFERENCE POINT C BEING AT ELEVATION 5.00 FEET, THE TOP PLANE OF SAID VERTICAL SPACE IS AT ELEVATION 90.00 FEET, ALL CITY OF SEATTLE DATUM;

CONTAINING 562 SQUARE FEET, MORE OR LESS; CONTAINING 31,478 CUBIC FEET, MOR OR LESS.

### **SUB-UNIT III**

A PORTION OF LOT 5 IN SAID BLOCK 32, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF JAMES STREET AND THE NORTHEASTERLY MARGIN OF 3<sup>RD</sup> AVENUE AS ESTABLISHED BY THE CITY OF SEATTLE ORDINANCE NO. 14345; THENCE NORTH 30°37'32" WEST ALONG SAID NORTHEASTERLY MARGIN 97.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 30°37'32" WEST ALONG SAID NORTHEASTERLY MARGIN 15.00 FEET; THENCE NORTH 59°22'28" EAST 11.00 FEET; THENCE SOUTH 30°37'32" EAST 15.00 FEET; THENCE SOUTH 59°22'28" WEST 11.00 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 5.00 FEET AND THE TOP PLANE THEREOF AT ELEVATION 90.00 FEET, CITY OF SEATTLE DATUM;

CONTAINING 165 SQUARE FEET, MORE OR LESS; CONTAINING 14,025 CUBIC FEET, MORE OR LESS.

### **SUB-UNIT IV**

A PORTION OF LOT 5 IN SAID BLOCK 32, BEING A VERTICAL SPACE CONTAINED WITHING THE VERTICAL EXTENSION OF THE BOUNDARY OF PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF JAMES STREET AND THE NORTHEASTERLY MARGIN OF 3D AVENUE AS ESTABLISHED BY

THE CITY OF SEATTLE ORDINANCE NO. 14345; THENCE NORTH 30°37'32" WEST ALONG SAID NORTHEASTERLY MARGIN 65.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 30°37'32" WEST ALONG SAID NORTHEASTERLY MARGIN 32.00 FEET; THENCE NORTH 59°22'28" EAST 11.00 FEET; THENCE SOUTH 30°37'32" EAST 32.00 FEET; THENCE SOUTH 59°22'28" WEST 11.00 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 5.00 FEET AND THE TOP PLANE THEREOF AT ELEVATION 68.10, CITY OF SEATTLE DATUM;

CONTAINING 352 SQUARE FEET, MORE OR LESS; CONTAINING 22,211 CUBIC FEET, MORE OR LESS.

#### **SUB-UNIT V**

A PORTION OF LOTS 5 AND 8 ON SAID BLOCK 32, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF JAMES STREET AND THE NORTHEASTERLY MARGIN OF 3<sup>RD</sup> AVENUE AS ESTABLISHED BY CITY OF SEATTLE ORDINANCE NO. 14345; THENCE NORTH 30°37'32" WEST ALONG SAID NORTHEASTERLY MARGIN 15.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 30°37'32" WEST ALONG SAID NORTHEASTERLY MARGIN 50.00 FEET; THENCE NORTH 59°22'28" EAST 11.00 FEET; THENCE SOUTH 30°37'32" EAST 50.00 FEET; THENCE SOUTH 59°22'28" WEST 11.00 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 5.00 FEET AND THE TOP PLANE THEREOF AT ELEVATION 90.00 FEET, CITY OF SEATTLE DATUM;

CONTAINING 550 SQUARE FEET, MORE OR LESS; CONTAINING 46,750 CUBIC FEET MORE OR LESS.

#### **SUB-UNIT VI**

A PORTION OF LOTS 5 AND 8 IN SAID BLOCK 32, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF JAMES STREET AND THE NORTHEASTERLY MARGIN OF 3<sup>RD</sup> AVENUE AS ESTABLISHED BY CITY OF SEATTLE ORDINANCE NO. 14345; THENCE NORTH 30°37'32" WEST ALONG SAID NORTHEASTERLY MARGIN 51.70 FEET; THENCE NORTH 59°22'28" EAST 11.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 30°37'32" WEST 38.00 FEET; THENCE NORTH 59°22'28" EAST 14.00 FEET; THENCE SOUTH

30°37'32" EAST 38.00 FEET; THENCE SOUTH 59°22'28" WEST 14.00 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 5.00 FEET AND THE TOP PLANE THEREOF AT ELEVATION 45.00 FEET, CITY OF SEATTLE DATUM;

CONTAINING 532 SQUARE FEET, MORE OR LESS; CONTAINING 21,280 CUBIC FEET, MORE OR LESS.

**SUB-UNIT VII**

A PORTION OF LOT 5 ON SAID BLOCK 32, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF JAMES STREET AND THE NORTHEASTERLY MARGIN OF 3<sup>RD</sup> AVENUE AS ESTABLISHED BY THE CITY OF SEATTLE ORDINANCE NO. 14345; THENCE NORTH 30°37'32" WEST ALONG SAID NORTHEASTERLY MARGIN 51.7 FEET; THENCE NORTH 59°22'28" EAST 11.00 FEET; THENCE NORTH 30°37'32" WEST 38.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 30°37'32" WEST 22.50 FEET TO HEREIN REFERENCED POINT A; THENCE NORTH 59°22'28" EAST 14.00 FEET TO HEREIN REFERENCED POINT B; THENCE SOUTH 30°37'32" EAST 22.50 FEET TO HEREIN REFERENCED POINT C; THENCE SOUTH 59°22'28" WEST 14.00 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 5.00 FEET AND THE TOP PLANE THEREOF BEING A SLOPING PLANE WITH REFERENCE POINTS A AND B DESCRIBED HEREIN BEING AT ELEVATION 57.97 FEET AND THE TRUE POINT OF BEGINNING AND REFERENCE POINT C BEING AT ELEVATION 45.00 FEET, ALL CITY OF SEATTLE DATUM;

CONTAINING 315 SQUARE FEET, MORE OR LESS; CONTAINING 14,643 CUBIC FEET, MORE OR LESS.

**SUB-UNIT VIII**

A PORTION OF LOTS 4 AND 5 IN SAID BLOCK 32, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF JAMES STREET AND THE NORTHEASTERLY MARGIN OF 3<sup>RD</sup> AVENUE AS ESTABLISHED BY THE CITY OF SEATTLE ORDINANCE NO. 14345; THENCE NORTH 30°37'32" WEST ALONG SAID NORTHEASTERLY MARGIN 51.70 FEET; THENCE NORTH 59°22'28" EAST 11.00 FEET; THENCE NORTH 30°37'32" WEST 60.50 FEET TO THE TRUE POINT

OF BEGINNING; THENCE CONTINUING NORTH 30°37'32" WEST 43.40 FEET TO  
HEREIN REFERENCED POINT A; THENCE NORTH 59°22'28" EAST 14.00 FEET TO  
HEREIN REFERENCED POINT B; THENCE SOUTH 30°37'32" EAST 43.40 FEET TO  
HEREIN REFERENCED POINT C; THENCE SOUTH 59°22'28" WEST 14.00 FEET TO THE  
TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING A SLOPING PLANE WITH  
REFERENCE POINTS A AND B DESCRIBED HEREIN BEING AT ELEVATION 54.26  
FEET AND THE TRUE POINT OF BEGINNING AND REFERENCE POINT C BEING AT  
ELEVATION 5.00 FEET; THE TOP PLANE OF SAID VERTICAL SPACE IS ALSO A  
SLOPING PLANE WITH REFERENCE POINTS A AND B DESCRIBED HEREIN BEING  
AT ELEVATION 83.00 FEET AND THE TRUE POINT OF BEGINNING AND REFERENCE  
POINT C BEING AT ELEVATION 57.97 FEET, ALL CITY OF SEATTLE DATUM.

CONTAINING 608 SQUARE FEET, MORE OR LESS; CONTAINING 24,824 CUBIC FEET,  
MORE OR LESS.

#### **SUB-UNIT IX**

A PORTION OF LOT 4 IN SAID BLOCK 32, BEING A VERTICAL SPACE CONTAINED  
WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED  
AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF JAMES  
STREET AND THE NORTHEASTERLY MARGIN OF 3<sup>RD</sup> AVENUE AS ESTABLISHED  
BY CITY OF SEATTLE ORDINANCE NO. 14345; THENCE NORTH 30°37'32" WEST  
ALONG SAID NORTHEASTERLY MARGIN 51.70 FEET; THENCE NORTH 59°22'28"  
EAST 11.00 FEET; THENCE NORTH 30°37'32" WEST 103.90 FEET TO THE TRUE POINT  
OF BEGINNING; THENCE CONTINUING NORTH 30°37'32" WEST 7.70 FEET TO  
HEREIN REFERENCED POINT A; THENCE NORTH 59°22'28" EAST 14.00 FEET TO  
HEREIN REFERENCED POINT B; THENCE SOUTH 30°37'32" EAST 7.70 FEET TO  
HEREIN REFERENCED POINT C; THENCE SOUTH 59°22'28" WEST 14.00 FEET TO THE  
TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING A SLOPING PLANE WITH  
REFERENCE POINTS A AND B, DESCRIBED HEREIN BEING AT ELEVATION 63.00  
FEET AND THE TRUE POINT OF BEGINNING AND REFERENCE POINT C BEING AT  
ELEVATION 54.26 FEET, THE TOP PLANE OF SAID VERTICAL SPACE AT  
ELEVATION 83.00 FEET; ALL CITY OF SEATTLE DATUM;

CONTAINING 108 SQUARE FEET, MORE OR LESS; CONTAINING 2,627 CUBIC FEET,  
MORE OR LESS.

#### **SUB-UNIT X**

A PORTION OF LOTS 1 AND 4 IN SAID BLOCK 32, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF JAMES STREET AND THE NORTHEASTERLY MARGIN OF 3<sup>RD</sup> AVENUE AS ESTABLISHED BY CITY OF SEATTLE ORDINANCE NO. 14345; THENCE NORTH 30°37'32" WEST ALONG SAID NORTHEASTERLY MARGIN 51.70 FEET; THENCE NORTH 59°22'28" EAST 11.00 FEET; THENCE NORTH 30°37'32" WEST 111.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 30°37'32" WEST 27.30 FEET; THENCE NORTH 59°22'28" EAST 14.00 FEET; THENCE SOUTH 30°37'32" EAST 27.30 FEET; THENCE SOUTH 59°22'28" WEST 14.00 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 63.00 FEET AND THE TOP PLANE THEREOF BEING AT ELEVATION 83.00 FEET, CITY OF SEATTLE DATUM;

CONTAINING 382 SQUARE FEET, MORE OR LESS; CONTAINING 7,644 CUBIC FEET, MORE OR LESS.

## **DSTT 307**

### **REC. NO. 8806160710**

#### **TRANSIT STATION ENTRANCE EASEMENT**

#### **LEGAL DESCRIPTION**

THAT PORTION OF LOTS 3, 6 AND 7, BLOCK 5, ADDITION TO THE TOWN OF SEATTLE, AS LAID OUT BY A.A. DENNY (COMMONLY KNOWN AS A.A. DENNY'S SECOND ADDITION TO THE CITY OF SEATTLE) AS RECORDED IN VOLUME 1 OF PLATS, PAGE 30 RECORDS OF KING COUNTY, WASHINGTON AND MORE PARTICULARLY DESCRIBED BY SUB-UNITS I THROUGH XVI AS FOLLOWS:

#### **SUB-UNIT I**

A PORTION OF LOT 7 ON SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF SENECA STREET AND THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE; THENCE NORTH 30°36'59" WEST ALONG SAID SOUTHWESTERLY MARGIN 32.54 FEET TO THE TRUE POINT OF BEGINNING:

THENCE SOUTH 59°23'01" WEST 8.38 FEET;

THENCE SOUTH 30°36'59" EAST 5.92 FEET;

THENCE SOUTH 59°23'01" WEST 11.83 FEET;

THENCE NORTH 30°36'59" WEST 9.50 FEET;

THENCE NORTH 59°23'01" EAST 3.00 FEET;

THENCE NORTH 30°36'59" WEST 1.41 FEET;

THENCE NORTH 59°23'01" EAST 1.50 FEET;

THENCE NORTH 30°36'59" WEST 13.78 FEET;

THENCE NORTH 59°23'01" EAST 15.71 FEET MORE OR LESS, TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE;

THENCE SOUTH 30°36'59" EAST ALONG SAID MARGIN 18.77 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 74.3 FEET AND THE TOP PLANE THEREOF AT ELEVATION 97.3 FEET, CITY OF SEATTLE DATUM;

CONTAINING 383 SQUARE FEET, MORE OR LESS; CONTAINING 8,809 CUBIC FEET, MORE OR LESS.

### **SUB-UNIT II**

A PORTION OF LOT 7 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE AND THE NORTHWESTERLY MARGIN OF SENECA STREET;

THENCE SOUTH 59°23'16" WEST ALONG THE NORTHWESTERLY MARGIN OF SENECA STREET 18.38 FEET;

THENCE NORTH 30°36'59" WEST 26.62 FEET;

THENCE NORTH 59°23'01" EAST 10.00 FEET;

THENCE NORTH 30°36'59" WEST 5.92 FEET;

THENCE NORTH 59°23'01" EAST 8.38 FEET TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE;

THENCE SOUTH 30°36'59" EAST ALONG SAID SOUTHWESTERLY MARGIN 32.54 FEET TO THE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION OF 74.3 FEET AND THE TOP PLANE THEREOF AT ELEVATION 113.3 FEET, CITY OF SEATTLE DATUM;

CONTAINING 539 SQUARE FEET, MORE OR LESS; CONTAINING 21,021 CUBIC FEET, MORE OR LESS.

### **SUB-UNIT III**



A PORTION OF LOT 7 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE AND THE NORTHWESTERLY MARGIN OF SENECA STREET;

THENCE SOUTH 59°23'16" WEST ALONG THE NORTHWESTERLY MARGIN OF SENECA STREET 18.38 FEET;

THENCE NORTH 30°36'59" WEST 17.62 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 59°23'01" WEST 8.92 FEET;

THENCE NORTH 30°36'59" WEST 9.00 FEET;

THENCE NORTH 59°23'01" EAST 8.92 FEET;

THENCE SOUTH 30°36'59" EAST 9.00 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION OF 29.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 138.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 80 SQUARE FEET, MORE OR LESS; CONTAINING 8,760 CUBIC FEET, MORE OR LESS.

#### **SUB-UNIT IV**

A PORTION OF LOT 7 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE AND THE NORTHWESTERLY MARGIN OF SENECA STREET;

THENCE SOUTH 59°23'16" WEST ALONG THE NORTHWESTERLY MARGIN OF SENECA STREET 18.38 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 59°23'16" WEST ALONG SAID NORTHWESTERLY MARGIN 4.67 FEET;

THENCE NORTH 30°36'59" WEST 17.62 FEET;

THENCE NORTH 59°23'01" EAST 4.67 FEET;

THENCE SOUTH 30°36'59" EAST 17.62 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 74.3 FEET  
AND THE TOP PLANE THEREOF AT ELEVATION 136.0 FEET, CITY OF SEATTLE  
DATUM;

CONTAINING 82 SQUARE FEET, MORE OR LESS; CONTAINING 5,059 CUBIC FEET,  
MORE OR LESS.

**SUB-UNIT V**

A PORTION OF LOT 7 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED  
WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED  
AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF  
THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF  
SEATTLE AND THE NORTHWESTERLY MARGIN OF SENECA STREET;

THENCE SOUTH 59°23'16" WEST ALONG THE NORTHWESTERLY MARGIN OF  
SENECA STREET 23.05 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT  
BEING AT ELEVATION 103.5 FEET;

THENCE CONTINUING SOUTH 59°23'16" WEST ALONG SAID NORTHWESTERLY  
MARGIN 6.00 FEET TO A POINT AT ELEVATION 107.1 FEET;

THENCE NORTH 30°36'59" WEST 17.62 FEET TO A POINT AT ELEVATION 107.1 FEET;

THENCE NORTH 59°23'01" EAST 6.00 FEET TO A POINT AT ELEVATION 103.5 FEET;

THENCE SOUTH 30°36'59" EAST 17.62 FEET TO THE TRUE POINT OF BEGINNING;

THE TOP PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 136.0 FEET, CITY  
OF SEATTLE DATUM;

CONTAINING 106 SQUARE FEET, MORE OR LESS; CONTAINING 3,254 CUBIC FEET,  
MORE OR LESS.

**SUB-UNIT VI**

A PORTION OF LOT 7 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED  
WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED  
AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE AND THE NORTHWESTERLY MARGIN OF SENECA STREET;

THENCE SOUTH 59°23'16" WEST ALONG THE NORTHWESTERLY MARGIN OF SENECA STREET 29.05 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 59°23'16" WEST ALONG SAID NORTHWESTERLY MARGIN 6.00 FEET;

THENCE NORTH 30°36'59" WEST 17.62 FEET;

THENCE NORTH 59°23'01" EAST 6.00 FEET;

THENCE SOUTH 30°36'59" EAST 17.62 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 107.1 FEET AND THE TOP PLANE THEREOF AT ELEVATION 136.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 106 SQUARE FEET, MORE OR LESS; CONTAINING 3,063 CUBIC FEET, MORE OR LESS.

**SUB-UNIT VII**

A PORTION OF LOT 3 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF SENECA STREET AND THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'59" WEST ALONG SAID SOUTHWESTERLY MARGIN 159.86 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 59°23'01" WEST 8.01 FEET;

THENCE NORTH 30°36'59" WEST 7.58 FEET;

THENCE NORTH 59°23'01" EAST 8.01 FEET TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE;

THENCE SOUTH 30°36'59" EAST ALONG SAID MARGIN 7.58 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 74.3 FEET AND THE TOP PLANE THEREOF AT ELEVATION 84.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 61 SQUARE FEET, MORE OR LESS; CONTAINING 622 CUBIC FEET, MORE OR LESS.

**SUB-UNIT VIII**

A PORTION OF LOTS 3 AND 6 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF SENECA STREET AND THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'59" WEST ALONG SAID SOUTHEASTERLY MARGIN 98.19 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 59°23'01" WEST 16.38 FEET;

THENCE NORTH 30°36'59" WEST 54.58 FEET;

THENCE NORTH 59°23'01" EAST 0.33 FEET;

THENCE NORTH 22°39'03" EAST 10.03 FEET;

THENCE NORTH 30°36'59" WEST 1.09 FEET;

THENCE NORTH 59°23'01" EAST 8.01 FEET TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE;

THENCE SOUTH 30°36'59" EAST ALONG SAID MARGIN 61.67 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 74.3 FEET AND THE TOP PLANE THEREOF AT ELEVATION 98.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 975 SQUARE FEET, MORE OR LESS; CONTAINING 23,108 CUBIC FEET, MORE OR LESS.

**SUB-UNIT IX**

A PORTION OF LOT 6 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF SENECA STREET AND THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'59" WEST ALONG SAID SOUTHWESTERLY MARGIN 92.19 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 59°23'01" WEST 16.38 FEET;

THENCE NORTH 30°36'59" WEST 6.00 FEET;

THENCE NORTH 59°23'01" EAST 16.38 FEET TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE;

THENCE SOUTH 30°36'59" EAST ALONG SAID MARGIN 6.00 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 74.3 FEET AND THE TOP PLANE THEREOF AT ELEVATION 114.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 98 SQUARE FEET, MORE OR LESS; CONTAINING 3,891 CUBIC FEET, MORE OR LESS.

**SUB-UNIT X**

A PORTION OF LOT 6 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF SENECA STREET AND THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'59" WEST ALONG SAID SOUTHWESTERLY MARGIN 78.69 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 59°23'01" WEST 16.38 FEET;

THENCE NORTH 30°36'59" WEST 13.50 FEET;

THENCE NORTH 59°23'01" EAST 16.38 FEET TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE;

THENCE SOUTH 30°36'59" EAST ALONG SAID MARGIN 13.50 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 83.7 FEET AND THE TOP PLANE THEREOF AT ELEVATION 114.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 221 SQUARE FEET, MORE OR LESS; CONTAINING 6,696 CUBIC FEET, MORE OR LESS.

**SUB-UNIT XI**

A PORTION OF LOT 6 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF SENECA STREET AND THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'59" WEST ALONG SAID SOUTHWESTERLY MARGIN 69.02 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING AT ELEVATION 97.3 FEET;

THENCE SOUTH 59°23'01" WEST 16.38 FEET TO A POINT AT ELEVATION 97.3 FEET;

THENCE NORTH 30°36'59" WEST 9.67 FEET TO A POINT AT ELEVATION 91.75 FEET;

THENCE NORTH 59°23'01" EAST 16.38 FEET TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE AT A POINT OF ELEVATION 91.75 FEET;

THENCE SOUTH 30°36'59" EAST ALONG SAID MARGIN 9.67 FEET TO THE TRUE POINT OF BEGINNING;

THE TOP PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 114.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 158 SQUARE FEET, MORE OR LESS; CONTAINING 3,077 CUBIC FEET, MORE OR LESS.

**SUB-UNIT XII**

A PORTION OF LOT 6 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF SENECA STREET AND THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'59" WEST ALONG SAID SOUTHWESTERLY MARGIN 67.02 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 59°23'01" WEST 16.38 FEET;

THENCE NORTH 30°36'59" WEST 2.00 FEET;

THENCE NORTH 59°23'01" EAST 16.38 FEET TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE;

THENCE SOUTH 30°36'59" EAST ALONG SAID MARGIN 2.00 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 97.3 FEET AND THE TOP PLANE THEREOF AT ELEVATION 114.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 33 SQUARE FEET, MORE OR LESS; CONTAINING 551 CUBIC FEET, MORE OR LESS.

**SUB-UNIT XIII**

A PORTION OF LOTS 6 AND 7 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF SENECA STREET AND THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY SEATTLE;

THENCE NORTH 30°36'59" WEST ALONG SAID SOUTHWESTERLY MARGIN 54.27 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 59°23'01" WEST 16.38 FEET;

THENCE NORTH 30°36'59" WEST 12.75 FEET;

THENCE NORTH 59°23'01" EAST 16.38 FEET TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE;

THENCE SOUTH 30°36'59" EAST ALONG SAID MARGIN 12.75 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 97.3 FEET AND THE TOP PLANE THEREOF AT ELEVATION 138.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 209 SQUARE FEET, MORE OR LESS; CONTAINING 8,611 CUBIC FEET, MORE OR LESS.

**SUB-UNIT XIV**

A PORTION OF LOT 7 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF SENECA STREET AND THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'59" WEST ALONG SAID SOUTHWESTERLY MARGIN 50.02 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING AT ELEVATION 108.2 FEET;

THENCE SOUTH 59°23'01" WEST 16.38 FEET TO A POINT AT ELEVATION 108.2 FEET;

THENCE NORTH 30°36'59" WEST 4.25 FEET TO A POINT AT ELEVATION 105.8 FEET;

THENCE NORTH 59°23'01" EAST 16.38 FEET TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE AT A POINT OF ELEVATION 105.8 FEET;

THENCE SOUTH 30°36'59" EAST ALONG SAID MARGIN 4.25 FEET TO THE TRUE POINT OF BEGINNING;

THE TOP PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 138.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 70 SQUARE FEET, MORE OR LESS; CONTAINING 2,205 CUBIC FEET, MORE OR LESS.

**SUB-UNIT XV**

A PORTION OF LOT 7 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF SENECA STREET AND THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'59" WEST ALONG SAID SOUTHWESTERLY MARGIN 39.52 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 59°23'01" WEST 16.38 FEET;



THENCE NORTH 30°36'59" WEST 10.50 FEET;

THENCE NORTH 59°23'01" EAST 16.38 FEET TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE;

THENCE SOUTH 30°36'59" EAST ALONG SAID MARGIN 10.50 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 108.2 FEET AND THE TOP PLANE THEREOF AT ELEVATION 138.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 172 SQUARE FEET, MORE OR LESS; CONTAINING 5,212 CUBIC FEET, MORE OR LESS.

**SUB-UNIT XVI**

A PORTION OF LOT 7 IN SAID BLOCK 5, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF SENECA STREET AND THE SOUTHWESTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE;

THENCE NORTH 30°36'59" WEST ALONG SAID SOUTHWESTERLY MARGIN 37.94 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 59°23'01" WEST 17.88 FEET;

THENCE NORTH 30°36'59" WEST 29.08 FEET;

THENCE NORTH 59°23'01" EAST 1.50 FEET;

THENCE SOUTH 30°36'59" EAST 27.50 FEET;

THENCE NORTH 59°23'01" EAST 16.38 FEET TO SAID SOUTHWESTERLY MARGIN OF THIRD AVENUE;

THENCE SOUTH 30°36'59" EAST ALONG SAID MARGIN 1.58 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 113.3 FEET AND THE TOP PLANE THEREOF AT ELEVATION 138.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 69 SQUARE FEET, MORE OR LESS; CONTAINING 1,751 CUBIC FEET, MORE OR LESS.



## **DSTT 311**

### **REC. NO. 9807151772**

PORTIONS OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12 IN BLOCK 2 OF ADDITION TO THE TOWN OF SEATTLE, AS LAID OUT BY A.A. DENNY (COMMONLY KNOWN AS A.A. DENNY'S 2ND ADDITION TO THE CITY OF SEATTLE), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 30, IN KING COUNTY, WASHINGTON;

EXCEPT THE WESTERLY 12 FEET OF LOTS 1, 4, 5, 8, 9 AND 12, CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 7097 FOR THE WIDENING OF 2ND AVENUE, AS PROVIDED BY ORDINANCE NO. 1107; AND

EXCEPT THE EASTERLY 9 FEET OF LOTS 2, 3, 6, 7, 10 AND 11, CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 54135 FOR THE WIDENING OF 3RD AVENUE, AS PROVIDED BY ORDINANCE NO. 14345;

TOGETHER WITH THE VACATED ALLEY ADJOINING SAID LOTS IN BLOCK 2 OF A.A. DENNY'S 2ND ADDITION TO THE CITY OF SEATTLE, WHICH ATTACHED THERETO BY OPERATION OF LAW PURSUANT TO ORDINANCE NO. 113486 OF THE CITY OF SEATTLE, RECORDED UNDER RECORDING NO. 8707100830, IN KING COUNTY, WASHINGTON.

THE LANDS DESCRIBED ABOVE HEREINAFTER REFERRED TO AS "THE PARENT PARCEL".

#### SURFACE EASEMENT – STATION PORTION

A PORTION OF SAID PARENT PARCEL BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A STRIP 10 FEET IN WIDTH BEING 5 FEET OF EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY MOST CORNER OF SAID PARENT PARCEL; THENCE NORTH 30°36'58" WEST ALONG THE WESTERLY RIGHT OF WAY MARGIN OF 3RD AVENUE A DISTANCE OF 93.26 FEET TO THE POINT OF BEGINNING OF SAID STRIP CENTERLINE; THENCE SOUTH 12°52'15" WEST A DISTANCE OF 65.23 FEET TO THE TERMINUS OF SAID STRIP CENTERLINE AND A POINT HEREIN AFTER KNOWN AS REFERENCE POINT 'A'; FROM WHICH SAID EASTERLY MOST CORNER BEARS SOUTH 74°57'20" EAST 64.23 FEET DISTANT.

SAID STRIP SIDELINES TO BE LENGTHENED OR SHORTENED TO TERMINATE AT SAID WESTERLY RIGHT OF WAY MARGIN.

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING A SLOPING PLANE WITH THE POINT OF BEGINNING BEING AT ELEVATION 91.0'; AND REFERENCE POINT 'A' BEING AT ELEVATION 95.8'; AND THE TOP PLANE BEING THE LIMITS OF THE AS CONSTRUCTED FACILITIES, NAVD-88 DATUM.

SURFACE EASEMENT – NON-STATION PORTION

A PORTION OF SAID PARENT PARCEL BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARIES DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY MOST CORNER OF SAID PARENT PARCEL; THENCE NORTH 30°36'58" WEST ALONG THE WESTERLY RIGHT OF WAY MARGIN OF 3RD AVENUE A DISTANCE OF 93.26 FEET; THENCE SOUTH 12°52'15" WEST A DISTANCE OF 65.23 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 77°07'45" EAST A DISTANCE OF 7.37 FEET;

THENCE SOUTH 30°15'33" EAST A DISTANCE OF 17.47 FEET;

THENCE SOUTH 59°44'27" WEST A DISTANCE OF 20.08 FEET;

THENCE SOUTH 71°35'27" WEST A DISTANCE OF 6.40 FEET;

THENCE NORTH 30°15'33" WEST A DISTANCE OF 0.59 FEET;

THENCE SOUTH 59°44'27" WEST A DISTANCE OF 4.00 FEET;

THENCE NORTH 30°15'33" WEST A DISTANCE OF 2.50 FEET TO A POINT HEREINAFTER KNOWN AS REFERENCE POINT 'B';

THENCE CONTINUING NORTH 30°15'33" WEST A DISTANCE OF 7.00 FEET;

THENCE NORTH 59°44'27" EAST A DISTANCE OF 2.54 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 12.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°52'12" A DISTANCE OF 9.82 FEET;

THENCE NORTH 12°52'15" EAST A DISTANCE OF 14.69 FEET;

THENCE SOUTH 77°07'45" EAST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

THE BOTTOM PLANE OF THE PREVIOUSLY DESCRIBED VERTICAL SPACE BEING AT ELEVATION 95.8'; AND THE TOP PLANE BEING THE LIMITS OF THE AS CONSTRUCTED FACILITIES, NAVD-88 DATUM.

TOGETHER WITH;

A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF A STRIP OF VARYING WIDTH DESCRIBED AS FOLLOWS:

BEGINNING AT AFORESAID REFERENCE POINT 'B' AND THE BEGINNING OF A 9.50' WIDE STRIP BEING 2.50 FEET LEFT AND 7.00 FEET RIGHT OF THE FOLLOWING DESCRIBED LINE;

THENCE SOUTH 59°44'27" WEST A DISTANCE OF 38.76 FEET TO THE TERMINUS OF SAID LINE AND THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 69.68 FEET AND THE BEGINNING OF A STRIP 14.00' IN WIDTH BEING 7.00 FEET OF EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°34'42" A DISTANCE OF 8.00 FEET TO A POINT HEREINAFTER KNOWN AS REFERENCE POINT 'C';

THENCE CONTINUING WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°40'21" A DISTANCE OF 75.00 FEET TO A POINT HEREINAFTER KNOWN AS REFERENCE POINT 'D';

THENCE CONTINUING NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°55'39" A DISTANCE OF 47.34 FEET TO A POINT HEREINAFTER KNOWN AS REFERENCE POINT 'E' AND THE TERMINUS OF SAID CENTERLINE; FROM WHICH THE SOUTHERLY MOST CORNER OF SAID PARENT PARCEL BEARS SOUTH 03°40'23" EAST 133.23 FEET DISTANT.

THE BOTTOM PLANES OF SAID VERTICAL SPACE BEING SLOPING PLANES AS FOLLOWS:

REFERENCE POINT 'B' BEING AT ELEVATION 95.8';

REFERENCE POINT 'C' BEING AT ELEVATION 98.3';

REFERENCE POINT 'D' BEING AT ELEVATION 98.3';

REFERENCE POINT 'E' BEING AT ELEVATION 99.7';

AND THE TOP PLANE BEING THE LIMITS OF THE AS CONSTRUCTED FACILITIES, NAVD-88 DATUM.

SURFACE EASEMENT – OPEN SPACE

THAT PORTION OF SAID PARENT PARCEL LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE WESTERLY MOST CORNER OF SAID PARENT PARCEL; THENCE SOUTH 30°37'04" EAST ALONG THE WESTERLY RIGHT OF WAY MARGIN OF 2ND AVENUE A DISTANCE OF 83.96 FEET TO THE POINT OF BEGINNING; THENCE NORTH 59°22'56" EAST A DISTANCE OF 39.71 FEET; THENCE SOUTH 38°59'05" EAST A DISTANCE OF 25.24 FEET; THENCE SOUTH 59°22'56" WEST A DISTANCE OF 7.78 FEET; THENCE SOUTH 39°46'38" EAST A DISTANCE OF 48.19 FEET; THENCE NORTH 59°22'56" EAST A DISTANCE OF 4.23 FEET; THENCE SOUTH 31°28'22" EAST A DISTANCE OF 81.04 FEET; THENCE NORTH 76°55'09" EAST A DISTANCE OF 5.22 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE NORTHEAST FROM WHICH ITS CENTER BEARS NORTH 76°55'09" EAST, 76.68 FEET DISTANT; THENCE SOUTHERLY, WESTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 107°10'42" A DISTANCE OF 143.43 FEET; THENCE SOUTH 30°35'22" EAST A DISTANCE OF 21.17 TO THE NORTHERLY MARGIN OF UNIVERSITY STREET AND THE TERMINUS OF SAID LINE; FROM WHICH THE EASTERLY MOST CORNER OF SAID PARENT PARCEL BEARS NORTH 59°24'56" EAST 108.80 FEET DISTANT.

INTAKE EASEMENT

A PORTION OF SAID PARENT PARCEL BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF A STRIP OF VARYING WIDTH EXTENDING LEFT AND RIGHT TO THE LIMITS OF THE GRANTEE'S INTAKE FACILITIES AS CONSTRUCTED;

COMMENCING AT THE EASTERLY MOST CORNER OF SAID PARENT PARCEL; THENCE NORTH 30°37'22" WEST ALONG THE WESTERLY RIGHT OF WAY MARGIN OF 3RD AVENUE A DISTANCE OF 144.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 59°22'38" WEST A DISTANCE OF 11.00 FEET;

THENCE SOUTH 30°37'22" EAST A DISTANCE OF 96.00 FEET;

SOUTH 59°22'38" WEST A DISTANCE OF 16.00 FEET TO THE TERMINUS OF SAID CENTERLINE, FROM WHICH SAID EASTERLY MOST CORNER BEARS SOUTH 59°58'50" EAST 55.07 FEET DISTANT;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 107.0'; AND THE TOP PLANE BEING THE LIMITS TO THE LIMITS OF THE GRANTEE'S INTAKE FACILITIES AS CONSTRUCTED, NAVD-88 DATUM.

INTAKE EASEMENT – ACCESS ROUTE

A STRIP OF VARYING WIDTH BEING A PORTION OF SAID PARENT PARCEL EXTENDING TO THE LIMITS OF THE AS CONSTRUCTED FACILITIES BUT NOT VARYING MORE THAN 10.00 FROM EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHERLY MOST CORNER OF SAID PARENT PARCEL; THENCE SOUTH 59°24'38" WEST A DISTANCE OF 111.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 30°35'22" EAST A DISTANCE OF 5.00 FEET; THENCE NORTH 76°29'04" EAST A DISTANCE OF 58.00 FEET; THENCE SOUTH 30°35'22" EAST A DISTANCE OF 31.00 FEET; THENCE NORTH 59°24'38" EAST A DISTANCE OF 8.50 FEET; THENCE NORTH 30°35'22" WEST A DISTANCE OF 39.00 FEET; THENCE NORTH 59°24'38" EAST A DISTANCE OF 28.00 FEET; THENCE SOUTH 30°20'55" WEST A DISTANCE OF 202.00 FEET;

THENCE NORTH 59°22'38" EAST A DISTANCE OF 20.03 FEET TO THE WESTERLY RIGHT OF WAY MARGIN OF 3RD AVENUE AND THE TERMINUS OF SAID CENTERLINE; FROM WHICH THE EASTERLY MOST CORNER OF SAID PARENT PARCEL BEARS SOUTH 30°37'22" EAST, 144.00 FEET DISTANT;

SAID ELEVATIONS DESCRIBED HEREON ARE EXPRESSED IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS OF THE DATE OF THIS INSTRUMENT AND ARE BASED UPON CITY OF SEATTLE BENCHMARK NUMBER 2634, BEING A 2" BRASS SURFACE CAP STAMPED "2634", 6 FEET NORTH OF INTERSECTION OF BACK OF CONCRETE SIDEWALK AT THE NORTHEAST CORNER OF BOREN AVENUE AND PIKE STREET, HAVING AN ELEVATION OF 217.34 FEET.

## DSTT 314

REC. NO. 8901090440

### TRANSIT STATION ENTRANCE EASEMENT

#### LEGAL DESCRIPTION

THAT PORTION OF LOTS 5 AND 6, BLOCK 3, ADDITION TO THE TOWN OF SEATTLE, AS LAID OUT BY A.A. DENNY (COMMONLY KNOWN AS A.A. DENNY'S SECOND ADDITION TO THE CITY OF SEATTLE) AS RECORDED IN VOLUME 1 OF PLATS, PAGE 30 RECORDS OF KING COUNTY, WASHINGTON AND MORE PARTICULARLY DESCRIBED BY SUB-UNITS A THROUGH E AS FOLLOWS:

#### SUB-UNIT A

A PORTION OF LOT 5 IN SAID BLOCK 3, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF UNIVERSITY STREET AND THE NORTHEASTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE;

THENCE NORTH 30°37'22" WEST ALONG THE NORTHEASTERLY MARGIN OF THIRD AVENUE 74.84 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 30°37'22" WEST ALONG SAID NORTHEASTERLY MARGIN 45.17 FEET;

THENCE NORTH 59°20'49" EAST 23.91 FEET;

THENCE SOUTH 30°37'22" EAST 56.17 FEET;

THENCE SOUTH 59°20'49" WEST 14.58 FEET;

THENCE NORTH 30°37'22" WEST 11.00 FEET;

THENCE SOUTH 59°20'49" WEST 9.33 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 75.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 107.7 FEET, CITY OF SEATTLE DATUM;



CONTAINING 1,240 SQUARE FEET, MORE OR LESS; CONTAINING 40,548 CUBIC FEET, MORE OR LESS.

**SUB-UNIT B**

A PORTION OF LOTS 5 AND 6 IN SAID BLOCK 3, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF UNIVERSITY STREET AND THE NORTHEASTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE;

THENCE NORTH 30°37'22" WEST ALONG THE NORTHEASTERLY MARGIN OF THIRD AVENUE 74.84 FEET;

THENCE NORTH 59°20'49" EAST 9.33 FEET;

THENCE SOUTH 30°37'22" EAST 11.00 FEET;

THENCE NORTH 59°20'49" EAST 14.58 FEET;

THENCE SOUTH 30°37'22" EAST 63.84 FEET TO SAID NORTHWESTERLY MARGIN OF UNIVERSITY STREET;

THENCE SOUTH 59°20'59" WEST 23.91 FEET ALONG SAID NORTHWESTERLY MARGIN TO THE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 75.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 128.7 FEET, CITY OF SEATTLE DATUM;

CONTAINING 1,629 SQUARE FEET, MORE OR LESS; CONTAINING 87,477 CUBIC FEET, MORE OR LESS.

**SUB-UNIT C**

A PORTION OF LOT 5 IN SAID BLOCK 3, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF UNIVERSITY STREET AND THE NORTHEASTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE;

THENCE NORTH 30°37'22" WEST ALONG THE NORTHEASTERLY MARGIN OF THIRD AVENUE 74.84 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 30°37'22" WEST ALONG SAID NORTHEASTERLY MARGIN 7.84 FEET;

THENCE NORTH 59°20'49" EAST 9.33 FEET;

THENCE SOUTH 30°37'22" EAST 7.84 FEET;

THENCE SOUTH 59°20'49" WEST 9.33 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 135.9 FEET AND THE TOP PLANE THEREOF AT ELEVATION 144.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 73 SQUARE FEET, MORE OR LESS; CONTAINING 628 CUBIC FEET, MORE OR LESS.

**SUB-UNIT D**

A PORTION OF LOT 5 IN SAID BLOCK 3, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF UNIVERSITY STREET AND THE NORTHEASTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE;

THENCE NORTH 30°37'22" WEST ALONG THE NORTHEASTERLY MARGIN OF THIRD AVENUE 63.84 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 30°37'22" WEST ALONG SAID NORTHEASTERLY MARGIN 11.00 FEET;

THENCE NORTH 59°20'49" EAST 9.33 FEET;

THENCE SOUTH 30°37'22" EAST 11.00 FEET;

THENCE SOUTH 59°20'49" WEST 9.33 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 135.9 FEET AND THE TOP PLANE THEREOF AT ELEVATION 144.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 103 SQUARE FEET, MORE OR LESS; CONTAINING 628 CUBIC FEET, MORE OR LESS.

**SUB-UNIT E**

A PORTION OF LOT 6 IN SAID BLOCK 3, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY MARGIN OF THIRD AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 14345 OF THE CITY OF SEATTLE AND THE NORTHWESTERLY MARGIN OF UNIVERSITY STREET;

THENCE NORTH 59°20'59" EAST ALONG THE NORTHWESTERLY MARGIN OF UNIVERSITY STREET 23.91 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 30°37'22" WEST 16.31 FEET;

THENCE NORTH 59°20'59" EAST 5.34 FEET;

THENCE SOUTH 30°37'22" EAST 16.31 FEET TO SAID NORTHWESTERLY MARGIN OF UNIVERSITY STREET;

THENCE SOUTH 59°20'59" WEST 5.34 FEET ALONG SAID NORTHERLY MARGIN TO THE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 118.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 138.4 FEET, CITY OF SEATTLE DATUM;

CONTAINING 87 SQUARE FEET, MORE OR LESS; CONTAINING 1,775 CUBIC FEET, MORE OR LESS.

## **DSTT 316**

**REC. NO. 8712280509**

### **EASEMENT AGREEMENT**

ALL OF THE GRANTOR'S LANDS LYING BELOW THE GRADE OF THE THIRD AVENUE SIDEWALK AS FURTHER SHOWN IN MUNICIPALITY OF METROPOLITAN SEATTLE STATION OUTLINE PLAN DRAWING S601 DATED DECEMBER 8, 1986, AND MEZZANINE LAND PLAN DRAWING S620 DATED DECEMBER 8, 1986, AND BEING THE SOUTHWESTERLY 9.00 FEET OF THE SOUTHEASTERLY 40 FEET OF LOT 2 AND THE SOUTHWESTERLY 9.00 FEET OF THE NORTHWESTERLY 41 FEET OF LOT 3, ALL IN BLOCK 3, ADDITION TO THE TOWN OF SEATTLE AS LAID OUT BY A.A. DENNY (COMMONLY KNOWN AS A.A. DENNY'S 2<sup>ND</sup> ADDITION TO THE CITY OF SEATTLE) AS RECORDED IN VOLUME 1 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON; CONTAINING 729 SQUARE FEET, MORE OR LESS.

## **DSTT 405**

**REC. NO. 8610311704**

### **TRANSIT WAY EASEMENT**

THAT PORTION OF LOT 5, BLOCK 22, ADDITION TO THE TOWN OF SEATTLE, AS LAID OUT BY A. A. DENNY, COMMONLY KNOWN AS A. A. DENNY'S 3RD ADDITION TO THE CITY OF SEATTLE, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 33, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF SAID LOT 5 AND THE NORTHEASTERLY MARGIN OF 3RD AVENUE ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 52280 AS PROVIDED BY CITY OF SEATTLE ORDINANCE NO. 13776; THENCE NORTH 59°22'56" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 5 A DISTANCE OF 25.04 FEET TO A POINT ON A CURVE TO THE LEFT FROM WHENCE THE CENTER BEARS NORTH 89°29'04" EAST 250.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE (THROUGH A CENTRAL ANGLE OF 14°56'34") 62.20 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 5; THENCE SOUTH 59°22'51" WEST ALONG SOUTHEASTERLY LINE 0.03 FEET TO SAID NORTHEASTERLY MARGIN OF 3RD AVENUE; THENCE NORTH 30°37'05" WEST ALONG SAID MARGIN 60.01 FEET TO THE POINT OF BEGINNING;

ALL LYING BELOW A LEVEL PLANE AT ELEVATION 95.00 FEET, BASED ON CITY OF SEATTLE DATUM;

CONTAINING 660 SQUARE FEET, MORE OR LESS.

## **DSTT 406**

### **REC. NO. 20011224002675**

#### **TUNNEL EASEMENT**

THAT PORTION OF LOTS 1 AND 4 AND THE SOUTHWESTERLY HALF OF THE VACATED ALLEY ADJOINING, ALL IN BLOCK 22, ADDITION TO THE TOWN OF SEATTLE, AS LAID OUT BY A. A DENNY, COMMONLY KNOWN AS A. A. DENNY'S 3RD ADDITION TO THE CITY OF SEATTLE, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 33, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF SAID VACATED ALLEY AND THE SOUTHEASTERLY MARGIN OF PINE STREET ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 57057 AS PROVIDED BY ORDINANCE NO 14500 OF THE CITY OF SEATTLE; THENCE SOUTH 30°37'06" EAST ALONG THE CENTER LINE OF SAID ALLEY 28.26 FEET TO A POINT ON A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS SOUTH 61°21'07" EAST, 245.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°21'40" WITH AN ARC DISTANCE 121.27 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 4; THENCE SOUTH 59°22'56" WEST ALONG SAID LINE 30.96 FEET TO THE NORTHEASTERLY MARGIN OF 3RD AVENUE ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 52280 AS PROVIDED BY ORDINANCE NO. 13776 OF THE CITY OF SEATTLE; THENCE NORTH 30°37'05" WEST ALONG SAID MARGIN 100.08 FEET TO A POINT ON A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 75°53'26" EAST, 285.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°47'18" WITH AN ARC DISTANCE OF 18.84 FEET TO SAID SOUTHEASTERLY MARGIN OF PINE STREET; THENCE NORTH 59°23'04" EAST ALONG SAID MARGIN 102.28 FEET TO THE POINT OF BEGINNING; ALL LYING BELOW A LEVEL PLANE AT ELEVATION 95.00 FEET, BASED ON CITY OF SEATTLE DATUM, CONTAINING 8,818 SQUARE FEET, MORE OR LESS;

#### **WESTLAKE STATION ENTRANCE EASEMENT**

THAT PORTION OF LOT 1 AND THE SOUTHWESTERLY HALF OF THE VACATED ALLEY ADJOINING, ALL IN BLOCK 22, ADDITION TO THE TOWN OF SEATTLE, AS LAID OUT BY A. A. DENNY, COMMONLY KNOWN AS A. A. DENNY'S 3RD ADDITION TO THE CITY OF SEATTLE, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 33, RECORDS OF KING COUNTY, WASHINGTON, AS CURRENTLY CONSTRUCTED OR BEING MORE PARTICULARLY DESCRIBED AS SUB-UNITS I THROUGH VI AS FOLLOWS:

#### **SUB-UNIT I**

A PORTION OF SAID LOT 1 BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY MARGIN OF PINE STREET ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 57057, AS PROVIDED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE, AND THE CENTER OF SAID VACATED ALLEY; THENCE SOUTH 59°23'04" WEST ALONG SAID SOUTHEASTERLY MARGIN 40.26 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 30°36'56" EAST 23.75 FEET; THENCE SOUTH 59°23'04" WEST 2.55 FEET; THENCE NORTH 30°36'56" WEST TO SAID SOUTHEASTERLY MARGIN 23.75 FEET; THENCE NORTH 59°23'04" EAST ALONG SAID SOUTHEASTERLY MARGIN 2.55 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AN ELEVATION 108.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 141.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 61 SQUARE FEET, MORE OR LESS; CONTAINING 1,999 CUBIC FEET, MORE OR LESS.

**SUB-UNIT II**

A PORTION OF SAID LOT 1 BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY MARGIN OF PINE STREET ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 57057 AS PROVIDED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE, AND THE CENTER OF SAID VACATED ALLEY; THENCE SOUTH 59°23'04" WEST ALONG SAID SOUTHEASTERLY MARGIN 23.81 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 30°36'56" EAST 23.75 FEET; THENCE SOUTH 59°23'04" WEST 16.45 FEET; THENCE NORTH 30°36'56" WEST TO SAID SOUTHEASTERLY MARGIN 23.75 FEET; THENCE NORTH 59°23'04" EAST ALONG SAID SOUTHEASTERLY MARGIN 16.45 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 105.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 141.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 391 SQUARE FEET, MORE OR LESS; CONTAINING 14,065 CUBIC FEET, MORE OR LESS.

**SUB-UNIT III**

A PORTION OF SAID LOT 1 AND OF SAID VACATED ALLEY BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY MARGIN OF PINE STREET ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 57057 AS PROVIDED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE, AND THE CENTER OF SAID VACATED ALLEY; THENCE SOUTH 30°37'06" EAST 22.75 FEET TO HEREIN REFERENCED POINT A; THENCE SOUTH 59°23'04" WEST 16.01 FEET; THENCE SOUTH 30°36'56" EAST 1.00 FEET; THENCE SOUTH 59°23'04" WEST 7.80 FEET TO HEREIN REFERENCED POINT B; THENCE NORTH 30°36'56" WEST TO SAID SOUTHEASTERLY MARGIN 23.75 FEET TO HEREIN REFERENCED POINT C; THENCE NORTH 59°23'04" EAST ALONG SAID SOUTHEASTERLY MARGIN 23.81 FEET TO THE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING A SLOPING PLANE WITH THE POINT OF BEGINNING AND REFERENCE POINT A DESCRIBED HEREIN BEING AT ELEVATION 98.0 FEET, AND REFERENCE POINTS B AND C BEING AT ELEVATION 105.0 FEET, AND THE TOP PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 141.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 549 SQUARE FEET, MORE OR LESS; CONTAINING 21,686 CUBIC FEET, MORE OR LESS.

#### **SUB-UNIT IV**

A PORTION OF SAID LOT 1 BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY MARGIN OF PINE STREET ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 57057 AS PROVIDED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE, AND THE CENTER OF SAID VACATED ALLEY; THENCE SOUTH 59°23'04" WEST ALONG SAID SOUTHEASTERLY MARGIN 40.26 FEET; THENCE SOUTH 30°36'56" EAST 23.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 30°36'56" EAST 9.70 FEET; THENCE SOUTH 59°23'04" WEST 2.55 FEET; THENCE NORTH 30°36'56" WEST 9.70 FEET; THENCE NORTH 59°23'04" EAST 2.55 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 108.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 120.0 FEET, CITY OF SEATTLE DATUM;



CONTAINING 25 SQUARE FEET, MORE OR LESS; CONTAINING 297 CUBIC FEET, MORE OR LESS.

**SUB-UNIT V**

A PORTION OF SAID LOT 1 BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY MARGIN OF PINE STREET ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 57057 AS PROVIDED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE, AND THE CENTER OF SAID VACATED ALLEY; THENCE SOUTH 59°23'04" WEST ALONG SAID SOUTHEASTERLY MARGIN 23.81 FEET; THENCE SOUTH 30°35'56" EAST 23.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 30°35'56" EAST 9.70 FEET; THENCE SOUTH 59°23'04" WEST 16.45 FEET; THENCE NORTH 30°35'56" WEST 9.70 FEET; THENCE NORTH 59°23'04" EAST 16.45 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 105.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 120.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 160 SQUARE FEET, MORE OR LESS; CONTAINING 2,393 CUBIC FEET, MORE OR LESS.

**SUB-UNIT VI**

A PORTION OF SAID LOT 1 AND OF SAID VACATED ALLEY BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY MARGIN OF PINE STREET ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 57057 AS PROVIDED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE, AND THE CENTER OF SAID VACATED ALLEY; THENCE SOUTH 30°37'06" EAST ALONG SAID CENTERLINE 22.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 30°37'06" EAST ALONG SAID CENTERLINE 8.20 FEET TO HEREIN REFERENCED POINT A; THENCE SOUTH 59°23'04" WEST 1.03 FEET; THENCE SOUTH 30°36'56" EAST 2.50 FEET; THENCE SOUTH 59°23'04" WEST 22.78 FEET TO HEREIN REFERENCED POINT B; THENCE NORTH 30°36'56" WEST 9.70 FEET TO HEREIN REFERENCED POINT C; THENCE NORTH 59°23'04" EAST 7.80 FEET; THENCE NORTH 30°36'56" WEST 1.00 FEET, THENCE NORTH 59°23'04" EAST 16.01 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING A SLOPING PLANE WITH THE POINT OF BEGINNING AND REFERENCE POINT A DESCRIBED HEREIN BEING

AT ELEVATION 98.0 FEET; AND REFERENCE POINTS B AND C BEING AT ELEVATION 105.0 FEET; AND THE TOP PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 120.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 244 SQUARE FEET, MORE OR LESS; CONTAINING 4,531 CUBIC FEET, MORE OR LESS.

## **DSTT 407**

**REC. NO. 8701260804**

### **TRANSIT WAY EASEMENT**

THAT PORTION OF LOT 2 AND THE NORTHEASTERLY HALF OF THE VACATED ALLEY ADJOINING, ALL IN BLOCK 22, ADDITION TO THE TOWN OF SEATTLE, AS LAID OUT BY A.A. DENNY, COMMONLY KNOWN A.A. DENNY'S 3<sup>RD</sup> ADDITION TO THE CITY OF SEATTLE, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 33, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF SAID VACATED ALLEY AND THE SOUTHEASTERLY MARGIN OF PINE STREET ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 57057 AS PROVIDED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE; THENCE NORTH 59°23'04" EAST ALONG SAID SOUTHEASTERLY MARGIN 50.08 FEET TO A POINT ON A CURVE TO THE LEFT FROM WHENCE THE CENTER BEARS SOUTH 48°08'26" EAST 250.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE (THROUGH A CENTRAL ANGLE OF 12°34'15") 54.85 FEET TO THE CENTERLINE OF SAID VACATED ALLEY; THENCE NORTH 30°37'06" WEST ALONG SAID CENTERLINE 22.10 FEET TO THE POINT OF BEGINNING; ALL LYING BELOW A LEVEL PLANE AT ELEVATION 95.00 FEET, BASED ON CITY OF SEATTLE DATUM; CONTAINING 499 SQUARE FEET, MORE OR LESS.

**REC. NO. 8801211595**

### **TRANSIT STATION ENTRANCE EASEMENT**

THAT PORTION OF LOT 2 AND THE NORTHEASTERLY HALF OF THE VACATED ALLEY ADJOINING, ALL IN BLOCK 22, ADDITION TO THE TOWN OF SEATTLE, AS LAID OUT BY A.A. DENNY, COMMONLY KNOWN AS A.A. DENNY'S 3<sup>RD</sup> ADDITION TO THE CITY OF SEATTLE, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 33, RECORDS OF KING COUNTY, WASHINGTON AND MORE PARTICULARLY DESCRIBED AS SUB-UNITS I, II, III AND IV AS FOLLOWS:

#### **SUB-UNIT I**

A PORTION OF SAID LOT 2 AND SAID VACATED ALLEY, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY MARGIN OF PINE STREET ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 57057 AS PROVIDED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE, AND THE CENTERLINE OF SAID VACATED ALLEY; THENCE NORTH 59°23'04" EAST ALONG SAID SOUTHEASTERLY MARGIN OF PINE STREET 23.13 FEET; THENCE SOUTH 30°36'56" EAST 22.70 FEET; THENCE SOUTH 59°23'04" WEST 23.13 FEET TO THE CENTERLINE OF SAID ALLEY; THENCE NORTH 30°37'06" WEST ALONG SAID CENTERLINE TO THE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 84.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 141.0, CITY OF SEATTLE DATUM; CONTAINING 525 SQUARE FEET, MORE OR LESS; CONTAINING 29,928 CUBIC FEET, MORE OR LESS

### **SUB-UNIT II**

A PORTION OF SAID LOT 2 AND SAID VACATED ALLEY, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY MARGIN OF PINE STREET ESTABLISHED IN KING COUNTY SUPERIOR COURT CASE NO. 57057 AS PROVIDED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE, AND THE CENTERLINE OF SAID VACATED ALLEY; THENCE NORTH 59°23'04" EAST ALONG SAID SOUTHEASTERLY MARGIN OF PINE STREET 23.13 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 59°23'04" EAST ALONG SAID MARGIN 21.88 FEET; THENCE SOUTH 30°36'56" EAST 10.42 FEET; THENCE NORTH 59°23'04" EAST 28.58 FEET; THENCE SOUTH 30°36'56" EAST 20.58 FEET; THENCE SOUTH 59°23'04" WEST 73.59 FEET TO THE CENTERLINE OF SAID VACATED ALLEY; THENCE NORTH 30°37'06" WEST ALONG SAID CENTERLINE 8.30 FEET; THENCE NORTH 59°23'04" EAST 23.13 FEET; THENCE NORTH 30°36'56" WEST 22.70 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 84.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 120.0, CITY OF SEATTLE DATUM; CONTAINING 1,458 SQUARE FEET, MORE OR LESS; CONTAINING 52,504 CUBIC FEET, MORE OF LESS.

### **SUB-UNIT III**

A PORTION OF SAID LOT 2, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY MARGIN OF PINE STREET ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 57057 AS PROVIDED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE AND THE SOUTHWESTERLY MARGIN OF 4TH AVENUE AS ESTABLISHED BY ORDINANCE NO. 13776 OF THE CITY OF SEATTLE; THENCE SOUTH 30°37'07" EAST ALONG SAID SOUTHWESTERLY MARGIN OF 4TH AVENUE 31.00 FEET; THENCE SOUTH 59°23'04" WEST 42.38 FEET; THENCE NORTH 30°36'56" WEST 31.00 FEET TO SAID SOUTHEASTERLY MARGIN OF PINE STREET; THENCE NORTH 59°23'04" EAST ALONG SAID SOUTHEASTERLY MARGIN 42.38 FEET TO THE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 84.00 FEET AND THE TOP PLANE THEREOF AT ELEVATION 116.53 FEET, CITY OF SEATTLE DATUM;

CONTAINING 1,314 SQUARE FEET, MORE OR LESS; CONTAINING 42,737 CUBIC FEET, MORE OR LESS

#### **SUB-UNIT IV**

A PORTION OF SAID LOT 2, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 4TH AVENUE AS ESTABLISHED BY ORDINANCE NO. 13776 OF THE CITY OF SEATTLE AND THE SOUTHEASTERLY MARGIN OF PINE STREET ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 57057 AS PROVIDED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE; THENCE SOUTH 59°23'04" WEST ALONG SAID SOUTHEASTERLY MARGIN OF THE PINE STREET 42.38 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 30°36'56" EAST 10.42 FEET; THENCE SOUTH 59°23'04" WEST 28.58 FEET; THENCE NORTH 30°36'56" WEST 10.42 FEET TO SAID SOUTHEASTERLY MARGIN; THENCE NORTH 59°23'04" EAST ALONG SAID MARGIN 28.58 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 84.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 141.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 298 SQUARE FEET, MORE OR LESS; CONTAINING 16,975 CUBIC FEET, MORE OR LESS.

## **DSTT 408**

### **REC. NO. 8706040293**

#### **TRANSIT STATION ENTRANCE EASEMENT**

THOSE PORTIONS OF LOTS 11 AND 12, TOGETHER WITH A PORTION OF THE VACATED ALLEY ADJOINING SAID LOTS, ALL IN BLOCK 52, ADDITION TO THE TOWN OF SEATTLE, AS LAID OUT BY A.A. DENNY (COMMONLY KNOWN AS A.A. DENNY'S 6<sup>TH</sup> ADDITION TO THE CITY OF SEATTLE) AS RECORDED IN VOLUME 1 OF PLATS, PAGE 99, RECORDS OF KING COUNTY, WASHINGTON AND MORE PARTICULARLY DESCRIBED BY SUB-UNITS I, II, III AND IV AS FOLLOWS:

#### **SUB-UNIT I**

A PORTION OF LOT 11 IN SAID BLOCK 52, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 4<sup>TH</sup> AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED BY ORDINANCES NO. 13776 AND NO. 14500, RESPECTIVELY OF THE CITY OF SEATTLE; THENCE SOUTH 59°23'04" WEST ALONG SAID MARGIN OF PINE STREET 37.78 FEET; THENCE NORTH 30°36'56" WEST 34.08 FEET; THENCE NORTH 59°23'04" EAST 12.28 FEET; THENCE NORTH 30°36'56" WEST 9.50 FEET; THENCE NORTH 59°23'04" EAST 25.50 FEET TO SAID SOUTHWESTERLY MARGIN OF 4<sup>TH</sup> AVENUE; THENCE SOUTH 30°36'59" EAST ALONG SAID MARGIN 43.58 FEET TO THE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 85.00 FEET AND THE TOP PLANE THEREOF AT ELEVATION 101.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 1,530 SQUARE FEET, MORE OR LESS; CONTAINING 25,245 CUBIC FEET, MORE OR LESS.

#### **SUB-UNIT II**

A PORTION OF LOT 11 IN SAID BLOCK 52, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 4<sup>TH</sup> AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED

BY ORDINANCES NO. 13776 AND NO. 14500, RESPECTIVELY, OF THE CITY OF SEATTLE; THENCE SOUTH 59°23'04" WEST ALONG SAID MARGIN OF PINE STREET 53.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 59°23'04" WEST ALONG SAID MARGIN 50.39 FEET; THENCE NORTH 30°36'56" WEST 26.29 FEET; THENCE NORTH 59°23'04" EAST 4.04 FEET; THENCE NORTH 30°36'56" WEST 13.29 FEET; THENCE NORTH 59°23'04" EAST 40.67 FEET; THENCE SOUTH 30°36'56" 5.50 FEET; THENCE NORTH 59°23'04" EAST 21.83 FEET; THENCE SOUTH 30°36'56" EAST 20.50 FEET; THENCE SOUTH 59°23'04" WEST 16.15 FEET; THENCE SOUTH 30°36'56" EAST 13.58 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 85.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 115.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 2,240 SQUARE FEET, MORE OR LESS; CONTAINING 68,320 CUBIC FEET, MORE OR LESS.

### **SUB-UNIT III**

A PORTION OF LOTS 11 AND 12 AND A PORTION OF VACATED ALLEY ADJOINING SAID LOTS, ALL IN SAID BLOCK 52, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLACE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 4<sup>TH</sup> AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED BY ORDINANCES NO. 13776 AND NO. 14500, RESPECTIVELY, OF THE CITY OF SEATTLE; THENCE SOUTH 59°23'04" WEST ALONG SAID MARGIN OF PINE STREET 104.32 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 59°23'04" WEST ALONG SAID MARGIN 51.67 FEET; THENCE NORTH 30°36'56" WEST 26.29 FEET; THENCE NORTH 59°23'04" EAST 51.67 FEET; THENCE SOUTH 30°36'56" EAST 26.29 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 85.00 FEET AND THE TOP PLANE THEREOF AT ELEVATION 139.00 FEET, CITY OF SEATTLE DATUM;

CONTAINING 1,358 SQUARE FEET, MORE OR LESS; CONTAINING 73,332 CUBIC FEET, MORE OR LESS.

### **SUB-UNIT IV**

A PORTION OF LOT 11 IN SAID BLOCK 52, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF 4<sup>TH</sup> AVENUE AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED BY ORDINANCES NO. 13776 AND NO. 14500, RESPECTIVELY, OF THE CITY OF SEATTLE; THENCE SOUTH 59°23'04" WEST ALONG SAID MARGIN OF PINE STREET 37.78 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 59°23'04" WEST ALONG SAID MARGIN 16.15 FEET; THENCE NORTH 30°36'56" WEST 13.58 FEET; THENCE NORTH 59°23'04" EAST 16.15 FEET; THENCE SOUTH 30°36'56" EAST 13.58 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING 56.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 135.0 FEET, CITY FO SEATTLE DATUM;

CONTAINING 219 SQUARE FEET, MORE OR LESS; CONTAINING 17,301 CUBIC FEET, MORE OR LESS.



## **DSTT 409**

### **REC. NO. 20151223000250**

#### **TRANSIT STATION ACCESS EASEMENT**

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 5<sup>TH</sup> 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 REFERRED 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';

HENCE 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 03°46'16" WEST 35.14 FEET;  
THENCE SOUTH 86°13'44" WEST 5.29 FEET;  
THENCE NORTH 03°46'16" WEST 38.62 FEET;  
THENCE SOUTH 86°13'44" WEST 0.38 FEET;  
THENCE NORTH 03°46'16" WEST 6.50 FEET;  
THENCE SOUTH 86°13'44" WEST 10.09 FEET;  
THENCE SOUTH 03°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 03°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 REFERRED 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.

**DSTT 410**

**REC. NO. 9004041486**

**SUBTERRANEAN EASEMENT**

THE NORTHWESTERLY 10 FEET OF LOT 1, BLOCK 19, ADDITION TO THE TOWN OF SEATTLE, AS LAID OUT BY A.A. DENNY (COMMONLY KNOWN AS A.A. DENNY'S 3<sup>RD</sup> ADDITION TO THE CITY OF SEATTLE) AS RECORDED IN VOLUME 1 OF PLATS, PAGE 33 RECORDS OF KING COUNTY, WASHINGTON, LYING WESTERLY OF WESTLAKE AVENUE AS ESTABLISHED UNDER ORDINANCE NO. 7733 OF THE CITY OF SEATTLE; ALL LYING BELOW AN ELEVATION OF 109.95 FEET, BASED ON CITY OF SEATTLE DATUM;

CONTAINING 586 SQUARE FEET, MORE OR LESS.



## **DSTT 411**

### **DOC49a - OLD NORDSTROM – AGREEMENT**

**UNRECORDED DOCUMENT DATED FEB. 20, 1987**

#### **SUBTERRANEAN EASEMENT**

THE NORTHWESTERLY 4.0 FEET OF THE SOUTHWESTERLY 12.0 FEET OF THE NORTHEASTERLY 20.1 FEET OF LOT 2, BLOCK 19, ADDITION TO THE TOWN OF SEATTLE AS LAID OUT BY A.A. DENNY, COMMONLY KNOWN AS A.A. DENNY'S 3<sup>RD</sup> ADDITION TO THE CITY OF SEATTLE, AS RECORDED IN VOLUME 1, OF PLATS, PAGE 33, RECORDS OF KING COUNTY, WASHINGTON;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 88.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 90.0 FEET, CITY OF SEATTLE DATUM.

CONTAINING 48 SQUARE FEET, MORE OR LESS; CONTAINING 528 CUBIC FEET, MORE OR LESS.

## DSTT 412

### REC. NO. 8705141322 & 8705141323

#### TRANSIT STATION ENTRANCE EASEMENT

THOSE PORTIONS OF LOTS 1, 2 AND 12, TOGETHER WITH THAT PORTION OF THE VACATED ALLEY ADJOINING SAID LOTS, ALL IN BLOCK 2, 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.

#### SUB-UNIT I

A PORTION OF LOTS 1 AND 2 IN SAID BLOCK 2, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NO. 14500 OF THE CITY OF SEATTLE AND THE SOUTHWESTERLY LINE OF SAID LOT 1;

THENCE NORTH 30°36'52" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 45.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 30°36'52" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOTS 1 AND 2, A DISTANCE OF 13.45 FEET;

THENCE NORTH 59°23'37" EAST 20.30 FEET;

THENCE SOUTH 30°36'23" EAST 13.45 FEET;

THENCE SOUTH 59°23'37" WEST 20.30 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 57.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 126.0 FEET, CITY OF SEATTLE DATUM;

CONTAINING 273 SQUARE FEET, MORE OR LESS; CONTAINING 18,837 CUBIC FEET, MORE OR LESS.

#### SUB-UNIT II

A PORTION OF LOT 1 IN SAID BLOCK 2, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NO. 14500 OF THE CITY OF SEATTLE AND THE SOUTHWESTERLY LINE OF SAID LOT 1;

THENCE NORTH 30°36'52" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 45.67 FEET;

THENCE NORTH 59°23'37" EAST 33.17 FEET;

THENCE SOUTH 30°36'23" EAST 13.71 FEET;

THENCE NORTH 59°23'37" EAST 24.59 FEET;

THENCE SOUTH 30°36'23" EAST 31.96 FEET TO SAID NORTHWESTERLY MARGIN OF PINE STREET;

THENCE SOUTH 59°23'37" WEST ALONG SAID MARGIN 57.75 FEET TO THE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 77.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 108.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 2,300 SQUARE FEET, MORE OR LESS; CONTAINING 72,450 CUBIC FEET, MORE OR LESS.

### **SUB-UNIT III**

A PORTION OF LOT 1 IN SAID BLOCK 2, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID LOT 1 AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NO. 14500 OF THE CITY OF SEATTLE;

THENCE NORTH 59°23'37" EAST ALONG THE NORTHWESTERLY MARGIN OF PINE STREET 57.75 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 30°36'23" WEST 36.68 FEET;

THENCE NORTH 59°23'37" EAST 47.50 FEET;

THENCE SOUTH 30°36'23" EAST 4.72 FEET;

THENCE NORTH 59°23'37" EAST 10.92 FEET;

THENCE SOUTH 30°36'23" EAST 31.96 FEET TO SAID NORTHWESTERLY MARGIN;

THENCE SOUTH 59°23'37" WEST ALONG SAID MARGIN 58.42 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 90.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 108.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 2,091 SQUARE FEET, MORE OR LESS; CONTAINING 38,683 CUBIC FEET, MORE OR LESS.

#### **SUB-UNIT IV**

A PORTION OF LOTS 1 AND 12 AND A PORTION OF THE VACATED ALLEY ADJOINING SAID LOTS, ALL IN SAID BLOCK 2, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID LOT 1 AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NO. 14500 OF THE CITY OF SEATTLE;

THENCE NORTH 59°23'37" EAST ALONG THE NORTHWESTERLY MARGIN OF PINE STREET 116.17 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 30°36'23" WEST 31.96 FEET;

THENCE NORTH 59°23'37" EAST 35.83 FEET;

THENCE SOUTH 30°36'23" EAST 31.96 FEET TO SAID NORTHWESTERLY MARGIN;

THENCE SOUTH 59°23'37" WEST ALONG SAID MARGIN 35.83 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 90.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 127.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 1,145 SQUARE FEET, MORE OR LESS; CONTAINING 42,937 CUBIC FEET, MORE OR LESS.

**SUB-UNIT V**

A PORTION OF LOT 12 IN SAID BLOCK 2, BEING A VERTICAL SPACE CONTAINED WITHIN THE VERTICAL EXTENSION OF THE BOUNDARY OF A PLANE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID LOT 1 AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED UNDER ORDINANCE NO. 14500 OF THE CITY OF SEATTLE;

THENCE NORTH 59°23'37" EAST ALONG THE NORTHWESTERLY MARGIN OF PINE STREET 152.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 30°36'23" WEST 31.96 FEET;

THENCE NORTH 59°23'37" EAST 23.33 FEET;

THENCE SOUTH 30°36'23" EAST 31.96 FEET TO SAID NORTHWESTERLY MARGIN;

THENCE SOUTH 59°23'37" WEST ALONG SAID MARGIN 23.33 FEET TO THE TRUE POINT OF BEGINNING;

THE BOTTOM PLANE OF SAID VERTICAL SPACE BEING AT ELEVATION 108.0 FEET AND THE TOP PLANE THEREOF AT ELEVATION 127.5 FEET, CITY OF SEATTLE DATUM;

CONTAINING 746 SQUARE FEET, MORE OR LESS; CONTAINING 14,547 CUBIC FEET, MORE OR LESS.

## **DSTT 425**

**REC. NO. 9008031483**

### **PERMANENT SUBSURFACE EASEMENT**

THAT PORTION OF LOTS 1 AND 2, BLOCK 29, SECOND 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 SECOND ADDITION TO THE CITY OF SEATTLE) AS RECORDED IN VOLUME 1 OF PLATS, PAGE 121, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID LOT 1 AND THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE; THENCE NORTH 30°36'38" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 12.00 FEET; THENCE NORTH 34°00'03" EAST 132.85 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE SOUTH 30°36'56" EAST ALONG THE NORTHEASTERLY LINE OF SAID LOTS 2 AND 1 A DISTANCE OF 55.00 FEET TO A POINT WHICH LIES 14.00 FEET NORTHWESTERLY OF SAID NORTHWESTERLY MARGIN OF PINE STREET; THENCE SOUTH 39°10'49" WEST 40.49 FEET TO SAID NORTHWESTERLY MARGIN OF PINE STREET; THENCE SOUTH 59°24'28" WEST ALONG SAID NORTHWESTERLY MARGIN 82.03 FEET TO THE POINT OF BEGINNING;

ALL LYING BELOW A SLOPING PLANE, BASED ON CITY OF SEATTLE DATUM, FROM AN ELEVATION OF 136.00 FEET ON THE NORTHEASTERLY LINE OF SAID LOTS 1 AND 2 TO AN ELEVATION OF 127.00 FEET AT THE NORTHEASTERLY MARGIN OF 8TH AVENUE;

CONTAINING 4,595 SQUARE FEET, MORE OR LESS.

**DSTT 427-428**

**REC. NO. 8911220576**

**LEGAL DESCRIPTION**

LOTS 11 AND 12, BLOCK 29, SECOND ADDITION TO THE TOWN OF SEATTLE AS LAID OFF BY THE HEIRS OF THE SARAH A. BELL, (DECEASED), (COMMONLY KNOWN AS THE HEIRS OF SARAH A. BELL'S 2<sup>ND</sup> ADDITION TO THE CITY OF SEATTLE) ACCORDING TO THE PLAT RECORDED IN THE VOLUME 1 OF PLATS, PAGE 121, IN KING COUNTY, WASHINGTON, EXCEPT THE SOUTHEASTERLY 7 FEET OF SAID LOT 12 CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 57057 FOR WIDENING OF PINE STREET AS PROVIDED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE.

**EASEMENT RESERVATION**

THAT PORTION OF THE ABOVE-DESCRIBED PROPERTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 11 WHICH LIES SOUTH 30°37'13" EAST 9.97 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT 11; THENCE SOUTH 30°37'13" EAST ALONG THE NORTHEASTERLY LINE OF SAID LOTS 11 AND 12 A DISTANCE OF 84.45 FEET TO A POINT WHICH LIES 18.55 FEET NORTHWESTERLY OF THE NORTHWESTERLY MARGIN OF PINE STREET AS ESTABLISHED BY ORDINANCE NO. 14500 OF THE CITY OF SEATTLE; THENCE SOUTH 59°21'36" WEST 39.36 FEET; THENCE NORTH 30°38'30" WEST 9.75 FEET; THENCE SOUTH 58°03'56" WEST 45.20 FEET; THENCE SOUTH 47°55'13" WEST 36.19 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 12 WHICH LIES 20.00 FEET NORTHWESTERLY OF SAID NORTHWESTERLY MARGIN OF PINE STREET; THENCE NORTH 30°36'56" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOTS 11 AND 12 A DISTANCE OF 56.00 FEET; THENCE NORTH 38°58'00" EAST 38.00 FEET; THENCE NORTH 46°49'55" EAST 47.93 FEET; THENCE NORTH 54°24'18" EAST 37.77 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

ALL LYING BELOW A SLOPING PLANE, BASED ON CITY OF SEATTLE DATUM, FROM AN ELEVATION OF 141.00 FEET ON THE SOUTHWESTERLY MARGIN OF 9<sup>TH</sup> AVENUE TO AN ELEVATION OF 135.00 FEET ON THE SOUTHWESTERLY LINE OF SAID LOTS 11 AND 12; CONTAINING 8,357 SQUARE FEET, MORE OR LESS;

**REC. NO. 20130731001288**

**ELEVATOR PIT EASEMENT**

THAT PORTION OF LOT 12, BLOCK 29 OF HEIRS OF SARAH A. BELL'S 2<sup>ND</sup> ADDITION TO THE CITY OF SEATTLE, RECORDED UNDER VOLUME 1 OF PLATS, PAGE 121, RECORDS OF KING COUNTY, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF TWO LINES, MEASURED AT RIGHT ANGLES, BEING 33.00 FEET WESTERLY OF THE CENTERLINE OF 9<sup>TH</sup> AVENUE AND 40.00 FEET NORTHERLY OF THE CENTERLINE OF PINE STREET;

THENCE NORTH 30°34'18" WEST, ALONG WESTERLY RIGHT OF WAY MARGIN OF SAID 9<sup>TH</sup> AVENUE, A DISTANCE OF 41.46 FEET;

THENCE AT A RIGHT ANGLE TO SAID LINE, SOUTH 59°25'42" WEST, A DISTANCE OF 43.00 FEET TO THE TRUE POINT OF BEGINNING, ELEVATION 148.68 FEET (NAVD88), HAVING AN ELEVATION OF 138.94 FEET (OLD CITY OF SEATTLE DATUM), PER RECORDING NUMBER 8911220577, RECORDS OF KING COUNTY WASHINGTON;

THENCE SOUTH 59°25'42" WEST, A DISTANCE OF 18.38 FEET, ELEVATION 147.72 FEET (NAVD88);

THENCE NORTH 30°34'18" WEST, A DISTANCE OF 8.92 FEET, ELEVATION 147.72 FEET (NAVD88);

THENCE NORTH 59°25'42" EAST, A DISTANCE OF 18.38 FEET, ELEVATION 148.68 FEET (NAVD88);

THENCE SOUTH 30°34'18" EAST, A DISTANCE OF 8.92 FEET TO THE TRUE POINT OF BEGINNING;

THE ABOVE ELEVATIONS ARE THE UPPER LIMIT OF THIS EASEMENT; THE LOWER LIMIT OF THIS EASEMENT HAS AN ELEVATION OF 147.67 FEET;

SAID ELEVATIONS DESCRIBED HEREON ARE EXPRESSED IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS OF THE DATE OF THIS INSTRUMENT AND ARE BASED UPON CITY OF SEATTLE BENCHMARK NUMBER 2634, BEING A 2" BRASS SURFACE CAP STAMPED "2634", 6 FEET NORTH OF INTERSECTION OF BACK OF CONCRETE SIDEWALK AT THE NORTHEAST CORNER OF BOREN AVENUE AND PIKE STREET, HAVING AN ELEVATION OF 217.34 FEET.

**FLOOR SLAB EASEMENT**

THAT PORTION OF LOT 11, BLOCK 29 OF HEIRS OF SARAH A. BELL'S 2<sup>ND</sup> ADDITION TO THE CITY OF SEATTLE, RECORDED UNDER VOLUME 1 OF PLATS, PAGE 121,



RECORDS OF KING COUNTY, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF TWO LINES, MEASURED AT RIGHT ANGLES, BEING 33.00 FEET WESTERLY OF THE CENTERLINE OF 9<sup>TH</sup> AVENUE AND 40.00 FEET NORTHERLY OF THE CENTERLINE OF PINE STREET;

THENCE NORTH 30°34'18" WEST, ALONG THE WESTERLY RIGHT OF WAY MARGIN OF SAID 9<sup>TH</sup> AVENUE, A DISTANCE OF 91.00 FEET;

THENCE AT A RIGHT ANGLE TO SAID LINE, SOUTH 59°25'42" WEST, A DISTANCE OF 6.00 FEET TO THE TRUE POINT OF BEGINNING, ELEVATION 150.46 FEET (NAVD88), HAVING AN ELEVATION OF 140.72 FEET (OLD CITY OF SEATTLE DATUM), PER RECORDING NUMBER 8911220577, RECORDS OF KING COUNTY WASHINGTON;

THENCE SOUTH 59°25'42" WEST, A DISTANCE OF 13.33 FEET, ELEVATION 149.80 FEET (NAVD88);

THENCE NORTH 28°51'56" WEST, A DISTANCE OF 10.37 FEET, ELEVATION 149.80 FEET (NAVD88);

THENCE NORTH 54°28'13" EAST, A DISTANCE OF 13.07 FEET, ELEVATION 150.44 FEET (NAVD88);

THENCE SOUTH 30°34'18" EAST, A DISTANCE OF 11.50 FEET TO THE TRUE POINT OF BEGINNING;

THE ABOVE ELEVATIONS ARE THE UPPER LIMIT OF THIS EASEMENT; THE LOWER LIMIT OF THIS EASEMENT HAS AN ELEVATION OF 149.67 FEET;

SAID ELEVATION DESCRIBED HEREON ARE EXPRESSED IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS OF THE DATE OF THIS INSTRUMENT AND ARE BASED UPON CITY OF SEATTLE BENCHMARK NUMBER 2634, BEING A 2" BRASS SURFACE CAP STAMPED "2634", 6 FEET NORTH OF INTERSECTION OF BACK OF CONCRETE SIDEWALK AT THE NORTHEAST CORNER OF BOREN AVENUE AND PIKE STREET, HAVING AN ELEVATION OF 217.34 FEET.

### **FLOOR SLAB EASEMENT**

THAT PORTION OF LOT 11, BLOCK 29 OF HEIRS OF SARAH A. BELL'S 2<sup>ND</sup> ADDITION TO THE CITY OF SEATTLE, RECORDED UNDER VOLUME 1 OF PLATS, PAGE 121, RECORDS OF KING COUNTY, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF TWO LINES, MEASURED AT RIGHT ANGLES, BEING 33.00 FEET WESTERLY OF THE CENTERLINE OF 9<sup>TH</sup> AVENUE AND 40.00 FEET NORTHERLY OF THE CENTERLINE OF PINE STREET;

THENCE NORTH 30°34'18" WEST, ALONG THE WESTERLY RIGHT OF WAY MARGIN OF SAID 9<sup>TH</sup> AVENUE, A DISTANCE OF 54.43 FEET;

THENCE AT A RIGHT ANGLE TO SAID LINE, SOUTH 59°25'42" WEST, A DISTANCE OF 6.00 FEET TO THE TRUE POINT OF BEGINNING, ELEVATION 150.46 FEET (NAVD88), HAVING AN ELEVATION OF 140.72 FEET (OLD CITY OF SEATTLE DATUM), PER RECORDING NUMBER 8911220577, RECORDS OF KING COUNTY WASHINGTON;

THENCE SOUTH 59°25'42" WEST, A DISTANCE OF 9.83 FEET, ELEVATION 150.00 FEET (NAVD88);

THENCE NORTH 30°34'24" WEST, A DISTANCE OF 18.54 FEET, ELEVATION 150.00 FEET (NAVD88);

THENCE NORTH 28°51'56" WEST, A DISTANCE OF 28.76 FEET, ELEVATION 150.00 FEET (NAVD88);

THENCE NORTH 54°28'13" EAST, A DISTANCE OF 9.01 FEET, ELEVATION 150.44 FEET (NAVD88);

THENCE SOUTH 30°34'18" EAST, A DISTANCE OF 48.07 FEET TO THE POINT OF BEGINNING;

THE ABOVE ELEVATIONS ARE THE UPPER LIMIT OF THIS EASEMENT; THE LOWER LIMIT OF THIS EASEMENT HAS AN ELEVATION OF 150.00 FEET;

SAID ELEVATIONS DESCRIBED HEREON ARE EXPRESSED IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS OF THE DATE OF THIS INSTRUMENT AND ARE BASED UPON CITY OF SEATTLE BENCHMARK NUMBER 2634, BEING A 2" BRASS SURFACE CAP STAMPED "2634", 6 FEET NORTH OF INTERSECTION OF BACK OF CONCRETE SIDEWALK AT THE NORTHEAST CORNER OF BOREN AVENUE AND PIKE STREET, HAVING AN ELEVATION OF 217.34 FEET.

### **GRADE BEAM EASEMENT**

THAT PORTION OF LOT 11, BLOCK 29 OF HEIRS OF SARAH A. BELL'S 2<sup>ND</sup> ADDITION TO THE CITY OF SEATTLE, RECORDED UNDER VOLUME 1 OF PLATS, PAGE 121, RECORDS OF KING COUNTY, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF TWO LINES, MEASURED AT RIGHT ANGLES, BEING 33.00 FEET WESTERLY OF THE CENTERLINE OF 9<sup>TH</sup> AVENUE AND 40.00 FEET NORTHERLY OF THE CENTERLINE OF PINE STREET;

THENCE NORTH 30°34'18" WEST, ALONG THE WESTERLY RIGHT OF WAY MARGIN OF SAID 9<sup>TH</sup> AVENUE, A DISTANCE OF 89.13 FEET;

THENCE AT A RIGHT ANGLE TO SAID LINE, SOUTH 59°25'42" WEST, A DISTANCE OF 67.42 FEET TO THE TRUE POINT OF BEGINNING, ELEVATION 147.38 FEET(NAVD88), HAVING AN ELEVATION OF 137.64 FEET (OLD CITY OF SEATTLE DATUM), PER RECORDING NUMBER 8911220577, RECORDS OF KING COUNTY WASHINGTON;

THENCE SOUTH 59°25'42" WEST, A DISTANCE OF 3.99 FEET, ELEVATION 147.17 FEET(NAVD88);

THENCE NORTH 30°39'31" WEST, A DISTANCE OF 3.10 FEET, ELEVATION 147.17 FEET(NAVD88);

THENCE NORTH 46°52'07" EAST, A DISTANCE OF 4.09 FEET, ELEVATION 147.37 FEET(NAV88);

THENCE SOUTH 30°34'18" EAST, A DISTANCE OF 3.99 FEET TO THE TRUE POINT OF BEGINNING;

THE ABOVE ELEVATIONS ARE THE UPPER LIMIT OF THIS EASEMENT; THE LOWER LIMIT OF THIS EASEMENT HAS AN ELEVATION OF 146.37 FEET;

SAID ELEVATIONS DESCRIBED HEREON ARE EXPRESSED IN TERMS OF THE NORTH AMERICA VERTICAL DATUM OF 1988 (NAVD88) AS OF THE DATE OF THIS INSTRUMENT AND ARE BASED UPON CITY OF SEATTLE BENCHMARK NUMBER 2634, BEING A 2" BRASS SURFACE CAP STAMPED "2634", 6 FEET NORTH OF INTERSECTION OF BACK OF CONCRETE SIDEWALK AT THE NORTHEAST CORNER OF BOREN AVENUE AND PIKE STREET, HAVING AN ELEVATION OF 217.34 FEET.

### **GRADE BEAM EASEMENT**

THAT PORTION OF LOT 11 AND LOT 12, BLOCK 29, OF HEIRS OF SARAH A. BELL'S 2<sup>ND</sup> ADDITION TO THE CITY OF SEATTLE, RECORDED UNDER VOLUME 1 OF PLATS, PAGE 121, RECORDS OF KING COUNTY, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF TWO LINES, MEASURED AT RIGHT ANGLES, BEING 33.00 FEET WESTERLY OF THE CENTERLINE OF 9<sup>TH</sup> AVENUE AND 40.00 FEET NORTHERLY OF THE CENTERLINE OF PINE STREET;

THENCE NORTH 30°34'18" WEST, ALONG THE WESTERLY RIGHT OF WAY MARGIN OF AID 9<sup>TH</sup> AVENUE, A DISTANCE OF 47.33 FEET;

THENCE AT A RIGHT ANGLE TO SAID LINE, SOUTH 59°25'42" WEST, A DISTANCE OF 2.00 FEET TO THE TRUE POINT OF BEGINNING, ELEVATION 150.65 FEET (NAVD88), HAVING AN ELEVATION OF 140.91 FEET (OLD CITY OF SEATTLE DATUM), PER RECORDING NUMBER 8911220577, RECORDS OF KING COUNTY WASHINGTON;

THENCE SOUTH 59°25'42" WEST, A DISTANCE OF 4.00 FEET, ELEVATION 150.46 FEET (NAVD88);

THENCE NORTH 30°34'18" WEST, A DISTANCE OF 55.16 FEET, ELEVATION 150.44 FEET (NAVD88);

THENCE NORTH 54°28'13" EAST, A DISTANCE OF 4.02 FEET, ELEVATION 150.64 FEET (NAVD88);

THENCE SOUTH 30°34'18" EAST, A DISTANCE OF 55.51 FEET TO THE TRUE POINT OF BEGINNING;

THE ABOVE ELEVATIONS ARE THE UPPER LIMIT OF THIS EASEMENT; THE LOWER LIMIT OF THIS EASEMENT HAS AN ELEVATION OF 147.50 FEET;

SAID ELEVATIONS DESCRIBED HEREON ARE EXPRESSED IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS OF THE DATE OF THIS INSTRUMENT AND ARE BASED UPON CITY OF SEATTLE BENCHMARK NUMBER 2634, BEING A 2" BRASS SURFACE CAP STAMPED "2634", 6 FEET NORTH OF INTERSECTION OF BACK OF CONCRETE SIDEWALK AT THE NORTHEAST CORNER OF BOREN AVENUE AND PIKE STREET, HAVING AN ELEVATION OF 217.34 FEET.



**EXHIBIT B-7**

**TAX PARCEL NUMBERS**

All tax parcels listed below are located in King County, Washington:

1. 8809700000
2. 5247801292
3. 5247801370
4. 5247801380
5. 5247801440
6. 5247801461
7. 5247801430
8. 5247801410
9. 8566600000
10. 0939000105
11. 0939000085
12. 0939000040
13. 0942000855
14. 1974700120
15. 1974700025
16. 1974700105
17. 1974700080
18. 1975700380
19. 2764700000
20. 1975700365
21. 8634230000
22. 9301500000
23. 1975700175
24. 1975700180
25. 0659000070
26. 0660000804
27. 0660000860
28. 0660000865



**EXHIBIT C**  
**COVENANTS**

**3.3.2. THE COUNTY’S DISCLAIMER OF CONDITION OF THE DSTT ASSETS.** The County has not made, and does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality or condition of the DSTT Assets. The County is transferring the DSTT Assets to Sound Transit and Sound Transit is acquiring the DSTT Assets and all interest therein as provided for in the Transfer Agreement, in an “as-is with all faults” basis with any and all patent and latent defects. Sound Transit is not relying on representations or warranties, express or implied, of any kind whatsoever from the County with respect to any matters concerning the DSTT Assets, including, without limitation:

**3.3.2.1.** The water, soil and geology in and around the DSTT Assets;

**3.3.2.2.** The physical condition of the DSTT Assets;

**3.3.2.3.** The operating history, projections, valuation or income to be derived from the DSTT Assets;

**3.3.2.4.** The tax consequences of this transaction;

**3.3.2.5.** The suitability of the DSTT Assets for any and all activities and uses that Sound Transit or anyone else may conduct thereon;

**3.3.2.6.** The requirement of, or existence of, or compliance with, any licenses, certificates of authority, authorizations, registrations, franchises or similar approvals from any governmental authority;

**3.3.2.7.** The availability or existence of any water, sewer, or other utilities or utility rights;

**3.3.2.8.** The compliance or noncompliance of or by the DSTT Assets or their operation with any laws, rules, ordinances, regulations or decrees of any applicable governmental authority or body or the zoning or land use designation for the DSTT Assets;

**3.3.2.9.** The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the DSTT Assets;

**3.3.2.10.** The manner or quality of the construction, materials, equipment and systems incorporated into the DSTT Assets;



**3.3.2.11.** The presence of any wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials;

**3.3.2.12.** The actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the DSTT Assets, and the compliance or noncompliance of or by the DSTT Assets or their operation with applicable federal, state, county and local laws and regulations, including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. For purposes of this Transfer Agreement, the term “Environmental Law” shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. (“RCRA”); the Washington State Model Toxics Control Act, RCW ch. 70A.305 (“MTCA”); the Washington Hazardous Waste Management Act, RCW ch. 70A.300; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Transfer Agreement, the term “Hazardous Substance” shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law; or

**3.3.2.13.** Any other matter with respect to the DSTT Assets.

**3.3.3.** The DSTT Assets shall be conveyed with no warranties of title, and shall be subject to all matters affecting the DSTT Assets whether of record or not, including but not limited to (i) the lien of unpaid taxes not yet due and payable; (ii) matters which would be disclosed by a current, accurate survey of the DSTT Structure; or (iii) the rights granted to third parties pursuant to any license or lease. Furthermore, the County does not make any representations or warranties as to whether the rights delineated in the DSTT Real Estate Rights provide contiguous rights or interest spanning the length and width of the DSTT Structure sufficient to allow the DSTT to be utilized by Sound Transit for any particular purpose. Sound Transit confirms it is willing to accept the DSTT on this basis and that it shall, at its election but at no expense to the County, acquire or obtain any further rights, title, interest, notices and/or permissions if it is subsequently determined that any of the same is required in order to construct, conduct, maintain, repair and/or replace the DSTT Assets.

**3.3.4. SOUND TRANSIT ACCEPTANCE OF CONDITION OF DSTT ASSETS; AS IS TRANSFER AND RELEASE.**

**3.3.4.1.** Sound Transit acknowledges and accepts the County’s disclaimer in **ARTICLE 3.3.2** and **ARTICLE 3.3.3** of this Transfer Agreement.

**3.3.4.2.** Prior to Closing, Sound Transit will have conducted a physical inspection and made all investigations that Sound Transit deems necessary in connection with its

acquisition of the DSTT Assets. Sound Transit further acknowledges and agrees that, having been given the opportunity to inspect the DSTT Assets, Sound Transit is relying solely on its own investigation of the DSTT Assets and is not relying on any information provided or to be provided by the County and that Sound Transit is acquiring the DSTT Assets in an “as-is with all faults” basis.

**3.3.4.3.** Sound Transit acknowledges and agrees that it will approve and accept the DSTT Assets and shall acquire the DSTT Assets in “as-is with all faults” basis with any and all patent and latent defects, including, without limitation, the structural condition of the DSTT Assets, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the DSTT Assets, and the compliance or noncompliance of or by the DSTT Assets or its operation with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. Sound Transit acknowledges and agrees that Sound Transit shall have no recourse against the County for, and waives, releases and discharges forever the County from, any and all past, present or future claims or demands, and any and all past, present or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys’ fees) of any and every kind or character, known or unknown (collectively, “Losses”), which Sound Transit might have asserted or alleged against the County arising from or in any way related to the DSTT Assets, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the DSTT Assets. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or decree or by order of or agreement with any governmental authority, or that is conducted voluntarily, (b) losses for injury or death of any person, and (c) losses arising under any Environmental Law, whether or not enacted prior to or after transfer of the DSTT Assets.

**EXHIBIT D**

**DSTT TRANSFER AND CONVEYANCE AGREEMENT**

**EXHIBIT D-1**  
**METRO FACILITIES AGREEMENT**

## EXHIBIT F-1

### METRO FACILITIES AGREEMENT

This Metro Facilities Agreement (“Facilities Agreement”) is entered into between King County (the “County”), a home rule charter county and political subdivision of the State of Washington and the Central Puget Sound Regional Transit Authority (“Sound Transit”), a regional transit authority organized under chapter 81.112 RCW. The County and Sound Transit are also referred to herein individually as a “Party” or collectively as “Parties.” This Facilities Agreement shall be effective as of the date it has been executed by both Parties (“Effective Date”).

#### BACKGROUND

A. The County and Sound Transit have entered into that certain Downtown Seattle Tunnel Transfer Agreement dated \_\_\_ (“Transfer Agreement”) whereby the County will transfer and Sound Transit will accept assets owned by the County, including but not limited to real property interests and fixed assets (“DSTT Assets”) related to the facility commonly referred to as the Downtown Transit Tunnel Seattle (“DSTT”). The Transfer Agreement calls for the Parties to enter into this Facilities Agreement as a condition of the transfer.

B. By entry into this Facilities Agreement, the Parties intend to facilitate the County’s continuous use of and access to its existing transportation-supportive facilities located within the DSTT (“Retained Assets”) as well as the placement of potential additional transportation related facilities (“Future Assets”) as described below.

C. This Facilities Agreement provides the terms and conditions for the County’s use of the Retained Assets and the process for the County’s potential placement of Future Assets.

#### AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties hereto agree as follows:

#### I. DEFINITIONS

1.1 “**Retained Assets**” are the fixed assets, equipment and facilities owned by the County and identified in Exhibit C to the Transfer Agreement and reproduced as the attached **Exhibit1** to this Facilities Agreement.

1.2 “**Future Asset(s)**” are fixed assets, equipment and facilities approved to be placed within the DSTT pursuant to the process set forth in **Article IV** below.

#### II. RETAINED ASSETS

2.1 **Retained Assets.** The County shall retain all right, title, and ownership to the Retained Assets.

2.2 **Right to Leave Retained Assets in Place.**

**2.2.1** Some of the Retained Assets are located in, are a part of, run through, or are connected to the DSTT Assets. The County shall have the irrevocable, perpetual and exclusive right to use, maintain, remove, update, enhance, upgrade, repair, operate, and replace the Retained Assets within their current location or as relocated subject to the terms of this Facilities Agreement and consistent with the property rights upon which the Retained Assets are located. The County shall exercise its rights hereunder in a manner that does not interfere with or have a negative impact on Sound Transit's current or future high capacity transit operations. Sound Transit agrees that the current use of the Retained Assets does not interfere or have such an impact on Sound Transit's high capacity transit operations. At the County's request, Sound Transit shall review any proposed County action related to the Retained Assets to determine whether it may interfere with or have a negative impact, and whether there are ways that such actions may be mitigated to be permissible.

**2.2.2** Notwithstanding the foregoing, the County shall remove certain Retained Assets located within the International District Station at Sound Transit's request and expense as further described in **Exhibit 1, Section 1.C**.

**2.2.3** The County shall notify Sound Transit in writing if it intends to remove any of the Retained Assets from active service. The County and Sound Transit will develop an appropriate plan to address such deactivated Retained Assets.

### **2.3 Right of Entry.**

**2.3.1** Sound Transit shall allow the County, its employees, agents, and contractors to have a perpetual and irrevocable right of entry and access to and through Tunnel Assets in the manner described in **Exhibit 1**. To the extent County access to and through Tunnel Assets requires permission from a third party, the County shall be responsible to obtain such permission and shall comply with associated terms and conditions, indemnity or insurance obligations. Except as expressly set forth in **Exhibit 1**, the County shall follow Sound Transit's Track Access process and not disrupt Sound Transit's high-capacity transit operations upon such entry without the prior approval of Sound Transit, which approval shall not be unreasonably withheld. In the event of an emergency the County shall contact the Link Control Center at 206-205-8177 to obtain emergency access.

**2.3.2** Sound Transit shall provide the County with all appropriate keys, security codes, identification and other items, information, and privileges necessary for the County's exercise of its rights hereunder. Except as otherwise provided in this Facilities Agreement, the County shall be liable to Sound Transit for (1) any physical damage to the Tunnel Assets, (2) any bodily injury, or (3) any property damage, but only to the extent that (1), (2), or (3) is negligently caused by the County, its agents or employees during the exercise of the right of entry provided herein.

### **2.4 Indemnification and Insurance.**

**2.4.1** The County shall defend and indemnify Sound Transit, its officers and employees, or any of them, from and against physical damage to the Tunnel Assets and for bodily injury or

property damage: (a) directly caused by the Retained Assets, except to the extent such damage or injury is caused by Sound Transit, its officials, contractors, agents, or employees; or (b) negligently caused by the County, its agents or employees during the exercise of the County's right of entry, except to the extent such damage or injury is caused by Sound Transit, its officials, contractors, agents or employees.

**2.4.2** The provisions of this **Section 2.4** are specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

**2.4.3** The County will maintain a fully funded self-insurance program for the protection and handling of its liabilities including injuries to persons and damage to property. The County will also maintain property insurance, written on a replacement cost basis for its Retained Assets.

**2.4.4** The County will be responsible for any requirements pertaining to the Retained Assets that arise as a result of a federal grant or loan.

## **2.5 Fees, Costs and Payments.**

**2.5.1** Except as expressly set forth in this Facilities Agreement, Sound Transit shall impose no fee, cost rental payment, or other charge of any nature, at any time, for the Retained Assets or the right of entry set forth in this Facilities Agreement. Provided, however, Sound Transit may pass through costs to cover:

- a. increased costs caused by a County modification to a Retained Asset, such as increased utility costs; and
- b. costs incurred by Sound Transit in connection with County access to the Retained Assets using routes other than those provided for in **Exhibit 1, Sections 1.I, 2.I, and 3.H**, (by way of illustration, such pass-through costs to include Sound Transit standard track access charges).

## **2.6 Sound Transit's Responsibilities for Retained Assets.**

**2.6.1** Sound Transit shall take reasonable measures to safeguard the Retained Assets including but not limited to, providing adequate security, monitoring existing fire detection systems in the Retained Asset rooms at International District Station and University Street Stations, and receiving supervisory alerts from Olive TPSS. Sound Transit shall promptly notify the County of any damage or threatened damage, fire, or security breach, affecting or potentially affecting the Retained Assets.

**2.6.2** Sound Transit shall not damage the Retained Assets. Except in cases of emergency, Sound Transit shall not alter, disconnect, move or modify any of the Retained Assets or take any action that will adversely impact the County's ability to exercise its rights under this Facilities Agreement unless approved in advance in writing by the County, which approval shall not be unreasonably withheld. Notwithstanding the existence or non-existence of such approval,

Sound Transit shall reimburse the County for any and all damages and costs relating to or arising from the actions, omissions, or activities of Sound Transit, its employees, agents or contractors, that damage, alter, disconnect, move or modify any portion of the Retained Assets or adversely impact the County's ability to exercise its rights under this Facilities Agreement.

**2.6.3** Sound Transit may access all areas within and around the Retained Assets as needed to carry out its obligations under this Facilities Agreement and to conduct periodic inspections of the Tunnel. Except in case of emergency, Sound Transit shall provide advance notice of inspections to the County and shall coordinate with the County all activities by or for Sound Transit that may potentially impact any portion of the Retained Assets.

**2.6.4** Except as otherwise provided in this Facilities Agreement, Sound Transit shall have no obligation to maintain, repair or replace or improve any of the Retained Assets, said obligations being those of the County.

**2.7 Emergency Egress and Utilities.**

**2.7.1 26KV Power.** Sound Transit shall supply 26KV power to the Retained Assets at existing levels via the existing 26KV AC power supply via a primary and redundant secondary cable system as further described in **Exhibit 1**. In addition to paying for metered 26KV power usage in accordance with **Section 2.7.3**, the County shall pay a proportionate share (based on its actual usage) of the costs of operations and maintenance of the 26KV system. If Sound Transit makes improvements in the reliability of the 26KV AC supply, such improvements shall be made available to the County's traction power substations at no cost to the County.

**2.7.1 Ancillary Power, Utilities, and Egress.** Sound Transit shall maintain and supply at all times existing ancillary power, including emergency power, at existing levels and with reliability equal to Sound Transit's emergency power supply. Sound Transit shall maintain existing emergency egress routes, ventilation, lighting, heating, security door hardware, intrusion detection, fire detection, water supply, sewer, phone lines, fire suppression, and other utilities connected to or serving the Retained Assets. Neither Sound Transit nor its contractors shall disrupt, disconnect, or alter emergency egress routes, ventilation, water supply, sewer, electrical power, or other utilities connected to or serving the Retained Assets without the prior consent of the County, which consent shall not be unreasonably withheld.

**2.7.2 Communications.** The County shall retain use of existing phones as described in **Exhibit 1, Sections 1.G, 2.G and 3.F**.

**2.7.3 Financial Obligations.** The Parties will confirm the current locations of utility metering in the DSTT and transfer utility meters as necessary to conform with the transfer of ownership of the DSTT and this Section. The County shall be responsible for paying for 26KV power, ancillary electricity, phone service, water and other utilities used by or for the Retained Assets without markup, unless otherwise agreed to in writing with Sound Transit. To the extent not already separately or sub-metered, the County and Sound Transit shall work together to arrange for the separate metering of all such utilities at Sound Transit's expense. In the alternative to submetering, Sound Transit may elect to charge a mutually agreed upon flat fee



estimated to represent the existing baseline utility use. The Parties shall establish a process for billing and payment to take effect upon Closing.

### III. RELOCATION OF RETAINED ASSETS

**3.1 Relocation Within the DSTT.** Any one or more Retained Assets may be moved to another location within the DSTT at the request of Sound Transit upon terms and conditions acceptable to the County. Sound Transit shall be responsible for all costs of such relocation, exclusive of betterments.

**3.2 Relocation Outside the DSTT.** Sound Transit and the County may agree to move any one or more Retained Assets to a location outside the DSTT, in accordance with the process described in **Sections 3.3 to 3.5**. Sound Transit shall be responsible for all costs of such relocation, exclusive of betterments.

**3.3. Proposal.** Sound Transit and the County will establish a contact person and intake process for Sound Transit proposals to move Retained Assets outside the DSTT.

#### **3.4. Review of Proposal.**

**3.4.1** The County will evaluate the proposal reasonably and in good faith to determine whether the new location will meet the security, functionality and maintenance requirements of the Retained Asset and whether relocation will interfere with or have a negative impact on current and future operations of the Retained Assets. Specifically, the County will consider factors including but not limited to the following: whether the proposed relocation of the Retained Asset would interfere with or have a negative impact on the County's ability to use, maintain, remove, update, enhance, upgrade, repair, operate, or replace the relocated Retained Asset and the remaining Retained Assets within the DSTT, or the safety or complexity of operations and maintenance.

**3.4.2** The County review may consist of using its then-current standard technical review process as well as applying additional factors, such as the proposed location for the relocated Retained Asset and the quality of access at the proposed site compared to access within the DSTT.

**3.5. Consultation.** A Retained Asset may only be relocated outside the DSTT where the new location meets the security, functionality and maintenance requirements of the Retained Asset and where relocation does not interfere with or have a negative impact on current and future operations of the Retained Assets, as determined through the County's review process described above. If, through its review of a proposed relocation of a Retained Asset outside of the DSTT, the County identifies concerns or conditions or mitigations or intends to deny a request, the County and Sound Transit will engage in an iterative process to discuss concerns, seek changes and identify conditions or steps to resolve or mitigate impacts, or provide a rationale for denial. Conditions or mitigation efforts could include, but not be limited to: Timing of implementation, revision to plans, and assumption of liability.

**3.6. Agreement.** If, after completing the steps in **Sections 3.4** and **3.5** the County and Sound Transit agree that a proposed Retained Asset may be relocated outside the DSTT, then the Parties will negotiate and execute an agreement with terms and conditions that may include, without limitation: conditions to mitigate impacts, and provisions for liability, insurance, and cost-reimbursement to the County.

#### **IV. FUTURE ASSETS**

**4.1 Future Assets.** Sound Transit and the County may agree to County placement of one or more fixed assets, equipment, and facilities within the DSTT, as provided in **Sections 4.2** to **4.5** below.

**4.2 Proposal.** Sound Transit and the County will establish a contact person and intake process for County proposals to place Future Assets within the DSTT.

#### **4.3. Review of Proposal.**

**4.3.1** Sound Transit will evaluate the proposal reasonably and in good faith to determine whether it may be implemented without interfering with or having a negative impact on current and future operations of the DSTT. Specifically, Sound Transit will consider whether the placement of the proposed Future Asset would interfere with or have a negative impact on Sound Transit's ability to design, construct, use, operate, inspect, maintain update, enhance, upgrade or repair Sound Transit high-capacity transportation facilities within the DSTT, or the safety or complexity of operations and maintenance.

**4.3.2** Sound Transit review may consist of using its then-current standard technical review process as well as applying additional factors, such as future Sound Transit needs for the DSTT property, customer experience considerations, consistency with Sound Transit's approach to free speech, property rights, and relationship issues, and Federal Transit Administration requirements, if applicable.

**4.4. Consultation.** A Future Asset may only be placed in a manner that does not interfere with or have a negative impact on current and future operations of the DSTT, as determined through Sound Transit's review process described above. If, through its review of a proposed Future Asset, Sound Transit identifies concerns or conditions or intends to deny a request, Sound Transit and the County will engage in an iterative process to discuss concerns, seek changes and identify conditions or steps to resolve or mitigate impacts, or provide a rationale for denial. Conditions or mitigation efforts could include: Timing of implementation, revision to plans, payment of costs, assumption of liability, relocation conditions and expenses if future conflict arises with Sound Transit needs and Sound Transit ability to revoke or terminate.

**4.5. Agreement.** If after completing the steps in Sections 4.3.3 and 4.3.4 the County and Sound Transit agree that a proposed Future Asset may be placed in the DSTT, the Parties will negotiate and execute an agreement containing provisions for County access to the Future Asset and any other applicable terms and conditions, which may include, without limitation, conditions to mitigate impacts, termination/revocation/relocation provisions and provisions for liability,

insurance, and cost-reimbursement. Sound Transit will incur no costs related to a Future Asset except to the extent the placement of the Future Asset provides a shared benefit to Sound Transit.

## **V. NO THIRD-PARTY RIGHTS**

**5.1** Nothing contained herein is intended to, nor shall be construed to, create any rights in any party not a signatory to this Facilities Agreement, or to form any basis for any liability on the part of Sound Transit or the County or their officials, employees, agents or representatives, to any party not a signatory to this Facilities Agreement.

## **VI. DISPUTE RESOLUTION**

**6.1** Except as provided herein, Sound Transit and the County will establish a process to elevate concerns within their respective organization related to disputes arising under this Facilities Agreement.

**6.2** With respect to any dispute involving Sound Transit review/condition/denial of a proposed Future Asset, this process will review whether the proposed Future Asset may be placed within the DSTT without interference to Sound Transit's current and future needs as described in **Article IV**, taking into account possible conditions and modifications to the County's proposal, the needs of the public, the potential benefits to the public, and the intended uses of the DSTT.

**6.3** With respect to any dispute involving County review/condition/denial of the proposed relocation of a Retained Asset outside the DSTT, this process will review whether the Retained Asset may be placed outside the DSTT without interference to current and future operations of the Retained Assets as described in **Article III**, taking into account possible conditions and modifications to Sound Transit's proposal.

**6.4.** If a dispute is not resolved through the process established under **Section 6.1**, the Parties shall seek to settle the dispute through mediation or other mutually agreed form of alternative dispute resolution as a condition precedent to commencing litigation.

## **VII. TRANSITION SUPPORT**

**7.1** For a period of at least five years after the date of the Effective Date of this Facilities Agreement, the County will provide Sound Transit access to key staff and records needed to facilitate Sound Transit's transition into ownership of the DSTT. The purpose of this transition support is (1) to provide continuity of services and transfer of knowledge from the County to Sound Transit, and also (2) to facilitate Sound Transit's completion of its "state of good repair" workplan, which is largely, but not entirely, based on that certain Downtown Seattle Transit Tunnel Safety and Reliability Review Report dated December 11, 2020, and that certain Transit Facility Condition Needs Report for Downtown Seattle Transit Tunnel dated January 31, 2019, copies of which are on file with the Parties.

**7.2** The Parties agree that the County's transition support to Sound Transit will include, but not be limited to, the following King County staff and work groups:

### **7.2.1 Metro Department Structural Engineering staff**

For continued support in assessing and reviewing structural issues related to the operations and maintenance of the DSTT structures, including interfacing with third parties whose real-estate development projects could potentially impact DSTT improvements.

### **7.2.2 Metro Department Engineering Records staff**

For continued access to, and training for, the County's engineering records including:

- A. As-builts
- B. Equipment and facility design criteria and specifications
- C. CAD Files
- D. Engineering records database(s)

### **7.2.3 Metro Department Power and Facilities Staff**

For continued support and training related to the operations and maintenance of the DSTT including the 26kV primary lines, back-up lines and associated equipment, and including Sound Transit staff "shadowing" County staff as the Parties may determine.

### **7.2.4 Metro Department Transit Facilities**

For continued access to or interpretation of the County's historical maintenance, repair, and work order records, along with access to historical spare parts inventories, part/equipment purchasing data, and procurement records, to include records relating to projects, service contracts, and other matters relevant to the DSTT and its component systems and facilities.

### **7.2.5 Metro Department Utility and Accounting Staff**

For continued support to reconcile utility payments including, but not limited to, the historic billing for 26kV lines.

**7.3** The Parties will collaborate through a process, to be completed no later than 3 months after the Effective Date of this Facilities Agreement, to do the following:

- A. List known key staff by name for each of the staffing categories identified in Section 7.2;
- B. Establish protocols and timelines by which Sound Transit will request and receive transition support; and
- C. Negotiate rates and invoicing/payment procedures by which Sound Transit will compensate the County for its cost to provide the transition support contemplated in this Section 7.

**7.4** The Parties acknowledge and agree that matters or facilities for which the County will have continuing responsibility (e.g., the Retained Assets, or any Future Assets) will not be considered transition support for purposes of this Section 7.

## VIII. GENERAL TERMS AND CONDITIONS

### 8.1. Time.

**8.1.1** Time is of the Essence. Time is of the essence in the performance of this Facilities Agreement.

**8.1.2.** Computation of Time. Any reference to “day” in this Facilities Agreement shall refer to a calendar day, which is every day of the year. Any reference to business day in this Facilities Agreement shall mean any calendar day that is not a “Legal Holiday.” A Legal Holiday under this Facilities Agreement is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050. In computing any period of time prescribed by this Facilities Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included and the specified period of time shall expire at 5:00 p.m. of the last calendar day or business day, as the case may be, unless with regard to calendar days the last day is a Legal Holiday, in which case the specified period of time shall expire on the next day that is not a Legal Holiday. Hours shall refer to Pacific Time.

**8.2.** Notices. Any and all notices or other communications required or permitted to be given under any of the provisions of this Facilities Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier or two days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as a Party may specify by notice to the other Party and given as provided herein:

If to Sound Transit:

With a copy to:

Kimberly Farley Deputy Chief Executive Officer Union Station 401 S. Jackson Street Seattle, WA 98104	Sound Transit Legal Department Union Station 401 S. Jackson Street Seattle, WA 98104 Attention: Jennifer Belk, Managing Legal Counsel
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If to the County:

With a copy to:

King County Metro – Capital Division 201 South Jackson Street, KSC-TR-0415 Seattle, WA 98104-3856 Attn: Kim Becklund, Strategic Planning Manager	King County Prosecuting Attorney’s Office Civil Division Second and Seneca Tower 1191 2nd Avenue, Suite 1700 Seattle, WA 98101 Attention: Chief Civil Deputy
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**8.3.** Entire Agreement; Amendments. This writing (including the recitals and Exhibits attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Facilities Agreement and signed by all Parties.

**8.4. Severability.** In the event any portion of this Facilities Agreement shall be found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect the remaining provisions of this Facilities Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this Facilities Agreement should and/or must be defeated, invalidated or voided.

**8.5. Waiver.** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

**8.6 Binding Effect.** Subject to Section 8.11, this Facilities Agreement shall be binding upon and inure to the benefit of each Party, its successors and assigns.

**8.7. Legal Relationship.** The Parties to this Facilities Agreement execute and implement this Facilities Agreement solely as the County and Sound Transit. No partnership, joint venture or joint undertaking shall be construed from this Facilities Agreement.

**8.8. Captions.** The captions of any articles, paragraphs or sections contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs or sections.

**8.9 Governing Law; Venue.** This Facilities Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions. In the event that either Party shall bring a lawsuit related to or arising out of this Facilities Agreement, the Superior Court of King County, Washington shall have exclusive jurisdiction and venue.

**8.10. No Third-Party Beneficiaries.** This Facilities Agreement is made only to and for the benefit of the Parties, and shall not create any rights in any other person or entity.

**8.11. Assignment.** Neither Party may assign this Facilities Agreement or any part thereof without the written consent of the other Party. Any attempted assignment without said consent shall be void.

**8.12. Negotiation and Construction.** This Facilities Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and shall not be construed as if it has been prepared by one of the Parties, but rather as if both Parties had jointly prepared it. The language in all parts of this Facilities Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The Parties acknowledge and represent, as an express term of this Facilities Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Facilities Agreement. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of this Facilities Agreement.

**8.13. Counterparts.** This Facilities Agreement may be executed using an electronic service, such as DocuSign, or in counterparts. If the latter, then to facilitate execution, this

Facilities Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Facilities Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it additional signature pages.

**8.14 Further Assurances and Documents.** In addition to the acts recited in this Facilities Agreement and contemplated to be performed by the Parties, the County and Sound Transit agree to cooperate, to perform such other acts, and to execute, deliver, and record (if necessary) such other documents, or updated documents, as either the County or Sound Transit, or their respective counsel, may reasonably require to effectuate the intent of this Facilities Agreement.

**8.15 Conflicting Agreement;** Except as otherwise expressly provided herein, in the event of any conflict between this Facilities Agreement and any other agreement between the Parties with respect to the DSTT Assets, this Facilities Agreement will control.

KING COUNTY METRO

SOUND TRANSIT

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

By: \_\_\_\_\_

By: \_\_\_\_\_

Sr. Deputy Prosecuting Attorney

Sound Transit Legal Counsel

**EXHIBIT 1 to METRO FACILITIES AGREEMENT  
METRO RETAINED ASSETS**

**1. South Jackson Traction Power Substation No. 35.**

The County shall retain the South Jackson Traction Power Substation No. 35 (“South Jackson TPSS”) assets as set forth below (the reference drawings for these assets are on file with Sound Transit’s Office of Property Management and include Contract T/F 39-87 CU-03B International District Station, Drawings E308, E309, E311, E312, E216, E217, E217A, E357 and the County record drawing Central Business District (“CBD”) Feeders and Underground Ducts, Drawing 00-E-645, and Contract T/M8A-88 Traction Power Installation, Drawing E16):

- A. The County shall retain the South Jackson TPSS and all TPSS equipment required for operation of the facility. The substation is located in International District Station, room 9P02-NW(P16). The assets to be retained include all existing equipment for South Jackson TPSS including AC switchgear, Transformer, Rectifier, DC switchgear and disconnect switches, emergency batteries and charger, controls, annunciator, SCADA remote terminal unit, cable trays, conduit, and cables, and all other equipment necessary to make a complete and operating substation.
- B. The County shall retain DC feeder conduits, including spare conduit, and cables serving the surface street trolleybus system from South Jackson TPSS. Feeder conduits include PJ487 through PJ497, NJ500 through NJ510, all pullboxes CBD 3 through 5, and all other raceway elements required to provide a complete and operating DC feeder system as shown in the reference drawings. The County shall retain ownership of the DC circuit breakers in the South Jackson TPSS.
- C. The County shall retain ownership of, but will remove at Sound Transit's expense, the existing unenergized International District Traction Power Substation No. 40 (“International District TPSS”) equipment in order to make space for the installation of one Sound Transit Traction Power Substation (“Sound Transit TPSS”) in room 9P02-NW(P16). The County and Sound Transit may agree to have Sound Transit's contractor perform this work.
- D. Sound Transit shall supply power via the existing 26KV AC power supply, up to the line side of 40-W-501 and 40-W-502.
- E. The County shall retain the AC circuit breaker serving South Jackson TPSS.
- F. Sound Transit shall supply the station ancillary power supply to the



South Jackson TPSS and the International District TPSS via the existing AC distribution panel in room 9P02-NW(P16), Panel AP-1. If Sound Transit installs a Sound Transit TPSS then Sound Transit shall install and maintain its own substation battery and charger system separate from the existing battery and charger system.

- G. The County shall retain use of existing phones in room 9P02-NW(P16), including:
1. One County-owned voice grade phone connected to the County's proprietary telephone system via dedicated lines in the commercial telephone system;
  2. One ST-owned VOIP voice grade phone allowing dial out/dial in connections to the commercial telephone network;
  3. One ST-owned E-TELS emergency phone connected to Link Control Center; and
  4. One 10 Base T Category 5 circuit (for use by the County's University Substation SCADA remote terminal unit) connected to the Exchange Building via a routing acceptable to the County for connection to its SCADA system.
- H. The County shall retain the right to make attachments to the interior of the room 9P02-NW(P16) structure including walls, roof, and floor. Proposed County attachments to the structure shall require prior written approval of the attachment method from Sound Transit's Structural Engineering group.
- I. Sound Transit shall continue to provide access at no cost to the County that includes temporary parking for one vehicle under 10,000 pounds on the International District Station plaza and access through the roll up gate at the NW entrance and along the west platform, and past the elevator, to room 9P02-NW(P16) utilizing the Track Access Permits ("TAP") process.

## **2. UNIVERSITY STREET TRACTION POWER SUBSTATION NO. 41**

The County shall retain the University Street Traction Power Substation No. 41 ("University Street TPSS") assets as set forth below (the reference drawings for these assets are on file with Sound Transit's Office of Property Management and include Contract T/F 39-87 CU-03B University Street Station drawings E702, E702A, E706, E707, E709, E710, E761, E613, E616, E617, E618, UR036, UR039, UR051, UR053; the

County record drawing CBD Feeders and Underground Ducts drawing 00-E-642, E643; and Contract T/M8A-88 Traction Power Installation, Drawing E44):

- A. The County shall retain in place all TPSS equipment required for operation of University Street TPSS and its switching vault for the purpose of supplying power to its surface trolleybus overhead contact system. The substation is located in University Street Station room 5R18-SW(R14), and the switching vault is room 5R14-SW(R13). The assets to be retained include all existing equipment for University Street TPSS including AC switchgear, Transformer, Rectifier, DC switchgear and disconnect switches, emergency batteries and charger, controls, annunciator, SCADA remote terminal unit, cable trays, conduit, and cables, and all other equipment necessary to make a complete and operating substation.
- B. The County shall retain DC feeder conduits, including spare conduit, and cables serving the surface street trolleybus system from University Street TPSS. Retained feeder conduits within the station include:

PK601 through PK616

K660 through K662

All pullboxes served by these conduits, including Pullbox PK-20

Retained feeder conduits extending beyond the station include:

Duct bank with 6 conduits connecting switching vault to existing the County manhole M21 in Third Ave-Ref Drawing 00-E-624;

Duct bank with 12 conduits connecting switching vault to existing the County manhole M20 in Third Ave. - ref drawing 00-E-643;

Duct bank with 6 conduits connecting the County vault M14 on James St to the County vault M3 - ref drawings URS047, URS048;

Duct bank with 6 conduits connecting the County vault M14 to the County vault M203 on Third Avenue - ref drawings UR048, UR051;

Duct bank with 4 conduits connecting the County vault M203 on third Avenue to the County vault M213 on Prefontaine Place South;

And all other existing raceway elements required to provide a complete and operating DC feeder system as shown in the reference drawings.

- C. The County shall retain the communications duct bank of 4 conduits C190 to C193, extending from University Street station (drawing E702A) to the Exchange Building (drawing 00-E-643).
- D. Sound Transit shall supply power via the existing 26KV AC power supply, up to the line side of 41-W-501 and 41-W-502.
- E. The County shall retain the AC circuit breakers in the substation.
- F. Sound Transit shall be responsible for maintaining the power to the substation ancillary electrical panel AP-1 from emergency power panel EU4B for exclusive use by the County.
- G. The County shall retain use of existing phones in rooms 5R18-SW(R14) and 5R14-SW(R13), including:
  - 1. One County-owned voice grade phone connected to the County's proprietary telephone system via dedicated lines in the commercial telephone system;
  - 2. One ST-owned VOIP voice grade phone allowing dial out/dial in connections to the commercial telephone network;
  - 3. One ST-owned E-TELS emergency phone connected to Link Control Center; and
  - 4. One 10 Base T Category 5 circuit for use by the County's University Substation SCADA remote terminal unit, connected a T-1 grade circuit in the commercial telephone network.
- H. The County shall retain the right to make attachments to the interior of rooms 5R18-SW(R13) and 5R14-SW(R13) structure including walls, roof, and floor. Proposed County attachments to the structure shall require prior written approval of the attachment method from Sound Transit's Structural Engineering group.
- I. Sound Transit shall continue to provide access at no cost to the County from street parking through the roll up gate at the SW entrance and down the stairs to the room 5R18-SW(R13) utilizing the TAP process.

### **3. OLIVE TRACTION POWER SUBSTATION NO. 36**

The County shall retain the Olive Traction Power Substation No. 36 (“Olive TPSS”) assets as set forth below (the reference drawings for these assets are on file with Sound Transit’s Office of Property Management and include contract Olive Way (TPSS) Site Design Package drawings E002, E901, E902, E903, E904, E905, E906, E907, E908, 909, E911, E912, E914, E915, E920, E921, E923, E925, E930, E931, E950, E952, E954, E962, E990, E991, E992, E993):

- A. The County shall retain the Olive TPSS and all TPSS equipment required for operation of the facility. The substation is located in the cut and cover tunnel under 9<sup>th</sup> Avenue. The assets to be retained include all existing equipment for Olive TPSS including AC switchgear, Transformer, Rectifier, DC switchgear and disconnect switches, emergency batteries and charger, controls, annunciator, SCADA remote terminal unit, cable trays, conduit, and cables, and all other equipment necessary to make a complete and operating substation. The County shall have the right to place one spare transformer in the cut and cover tunnel under 9<sup>th</sup> Avenue per drawing E920.
  
- B. The County shall retain ownership of DC traction power feeder ducts and cables. These feeder cables include:
  - Duct bank of 14 conduits extending from the County vault M201 in Convention Place Station to the County vault S36M200 in 9<sup>th</sup> Avenue;
  
  - Duct bank of 10 conduits connecting the County vault S36M200 to the County vault S36M2 in 9<sup>th</sup> Ave;
  
  - Duct bank of 8 conduits connecting the County vault S36M200 to the County vault M55 in the intersection of 9<sup>th</sup> Ave and Pine St.;
  
  - Duct bank of 2 conduits connecting the County vault M55 to pole 40W-1019 at Minor Ave and Pine St.;
  
  - Duct bank of 2 conduits connecting the County vault M55 to pole 40W-1668 in Pine St.;
  
  - Duct bank of 3 conduits connecting the County vault M55 the County vault M33 in Pike St. and to pole 40W-1085 on 9<sup>th</sup> Ave.
  
- C. Sound Transit shall continue to supply power via the existing 26KV power supply, up to the line side of 36W-411 and 36-W-412.
  
- D. The County shall retain the AC circuit breakers in the substation.

- E. Sound Transit shall supply power from the Existing Emergency System Pullbox to Emergency Disconnect Switch (ECB) as depicted on sheet E921 of the KCM Olive Way (TPSS) Site Design Package As-Built REV 1 Set 05/15/2018.
- F. The County shall retain use of existing phones in the cut and cover tunnel under 9<sup>th</sup> Avenue, including:
1. One County-owned voice grade phone connected to the County's proprietary telephone system via dedicated lines in the commercial telephone system;
  2. One ST-owned VOIP voice grade phone allowing dial out/dial in connections to the commercial telephone network;
  3. One ST-owned E-TELS emergency phone connected to Link Control Center; and
  4. One 10 Base T Category 5 circuit for use by the County's Olive Substation SCADA remote terminal unit, connected to a T-1 grade circuit in the commercial telephone network.
- G. The County shall retain the modular TPSS located inside the cut and cover tunnel structure under 9<sup>th</sup> Avenue. Proposed County attachments or modifications to the interior of the cut and cover tunnel structure shall require prior written approval of the attachment method from Sound Transit's Structural Engineering group.
- H. Sound Transit shall continue to allow access at no additional cost to the County (1) from street parking through the pop-up stairway hatch in street right of way at the NW quadrant of 9<sup>th</sup> and Pine, and (2) through the existing door in the Washington State Convention Center (the "access door"). For both (1) and (2), the County shall notify Sound Transit of the time and duration of entry via the Link Control Center at 206-205-8177. The access door is and shall remain locked so that only authorized King County or Sound Transit personnel may enter from the Convention Center side. Both Sound Transit and the County shall have keys to the access door. Sound Transit may integrate the access door with Sound Transit's DSTT security system at Sound Transit's sole cost and expense. The County shall own and maintain the existing wooden stairway from the access door. The County may repair, improve, or replace the stairway at the County's sole cost and expense, subject to Sound Transit's approval, which approval shall not be unreasonably

withheld, conditioned, or delayed.

**4. PIONEER SQUARE STATION 700MHZ REPEATER**

- A. The County shall retain ownership of the 700 MHz Repeater Site at the Pioneer Square Station, and its interconnecting path to the County's Radio Core.
- B. Sound Transit shall continue to provide access, at no additional cost to the County, to the 700 MHz Repeater Site through the existing utility door located on the mezzanine level at the Pioneer Square Station, utilizing the TAP process or such other less rigorous process as the Parties may negotiate.

**5. GENERAL PROVISIONS**

- A. Sound Transit shall supply 26KV power at existing levels via the existing 26KV AC power supply via a primary and redundant secondary cable system.
- B. Sound Transit shall, as described above, supply ancillary power, including emergency power at existing levels and with reliability equal to Sound Transit's emergency power supply.
- C. If Sound Transit makes improvements in the reliability of the 26KV AC supply, such improvements shall be made available also to the County's traction power substations at no cost to the County.
- D. In order to upgrade technology and/or accommodate future Sound Transit projects, Sound Transit may from time-to-time at its own expense revise telephone service described above, or shall arrange for an alternative service acceptable to the County.
- E. Sound Transit shall continue to provide and maintain an Emergency Phone at each of the County's traction power substations.
- F. Sound Transit shall continue to provide and maintain existing ventilation, lighting, heating, security door hardware, and intrusion detection serving the Retained Assets.
- G. Sound Transit shall continue to provide fire detection at South Jackson TPSS and University Street TPSS. The County shall retain and operate the fire detection system at Olive TPSS and Sound Transit shall receive an advisory signal.

END RETAINED ASSETS LIST



## **EXHIBIT F-2**

### **STATION ADVERTISING REVENUE SHARE AGREEMENT**

This Station Advertising Revenue Share Agreement (“Advertising Agreement”) is entered into by and between the Central Puget Sound Regional Transit Authority, a regional transit authority organized under chapter 81.112 RCW (hereinafter referred to as “Sound Transit”) and King County, a home rule charter county and political subdivision of the State of Washington, by and through its Metro Transit Department (hereinafter referred to as the “County”), as may be referred to individually as a “Party” and collectively as the “Parties.” This Advertising Agreement shall be effective as of the date it has been executed by both Parties (“Effective Date”).

#### **RECITALS**

WHEREAS, pursuant to chapters 36.56 RCW and 35.58 RCW and public vote, the County is authorized to perform metropolitan public transportation functions; and

WHEREAS, pursuant to chapter 81.112 RCW and public vote, Sound Transit is authorized to perform regional public transportation functions; and pursuant to RCW 39.33.050 may contract with any public transportation benefit area, any county, transportation authority, city, metropolitan municipal corporation, and any private person, firm, or corporation for the operation of high capacity transportation system facilities within Sound Transit’s service area boundary set forth in Sound Move, the Ten Year Regional Transit System Plan; and

WHEREAS, the County and Sound Transit have entered into that certain Downtown Seattle Transit Tunnel Transfer Agreement dated \_\_\_\_\_ (“Transfer Agreement”) which provides for the transfer of the County’s interest in the real estate and assets that comprise the Downtown Seattle Transit Tunnel (the “DSTT”) to Sound Transit, including but not limited to associated real property interests and certain fixtures, improvements, contract rights, equipment and other related assets, in furtherance of and to assure that the region’s goals of providing quality and efficient transit service are met; and

WHEREAS, the County and Sound Transit have agreed that as owner of the DSTT, Sound Transit will maintain control over the advertising in the DSTT; and

WHEREAS, the County and Sound Transit have agreed to share revenue generated by advertising within the DSTT for the purpose of funding reduced or no-cost fares for low-income public transit customers, subject to the terms and conditions of this Advertising Agreement; and

NOW, THEREFORE, in consideration of the mutual terms and obligations contained herein, the Parties agree as follows:



## AGREEMENT

### 1. General

1.1 Purpose. The purpose of this Advertising Agreement is to set forth the terms and conditions with respect to Sound Transit sharing a portion of the advertising revenue within the DSTT with King County Metro (County). The objective is to evenly split the advertising revenue received by Sound Transit from advertising within the Stations with the County, net of any Sound Transit expenses associated with advertising.

1.2 Premises. This Advertising Agreement pertains to advertising within the Westlake Station, University Street Station, Pioneer Square Station and International District Station (the “Stations”), except as provided in Section 1.2.1 below. The words “within the Stations” shall mean the walls, floors, ceilings, and other surfaces (including kiosks), on or around the Station entrances, conveyance systems, and mezzanine and platform levels.

1.2.1 Advertising located within any other existing or future Sound Transit-occupied or -owned tunnels or stations, regardless of the location, is not subject to this Advertising Agreement.

1.2.2 Advertising affixed to vehicles is not subject to this Advertising Agreement.

1.3 Advertising Definition. The term “advertising” shall mean hard copy, print advertisements, and other forms of promotion not currently used within the Stations on the Effective Date of this Advertising Agreement but which may be used in the future, including, but not limited to promotion in digital, mixed media, or dynamic form.

1.4 Advertising Policy. Sound Transit will maintain and control all aspects of advertising within the Stations, pursuant to the current Sound Transit Agency Policy 100, Establishing Advertising Standards, or as hereafter amended.

### 2. Advertising Contract Management

2.1 Sound Transit shall pay the County a proportionate share of the revenue from advertising within the Stations, per the calculation referenced in Section 4.

2.2 Sound Transit will exercise reasonable efforts to generate advertising revenue under this Advertising Agreement. However, the County and Sound Transit acknowledge and agree that the implementation and size of an advertising program within the Stations is at the sole discretion of Sound Transit.

2.3 Sound Transit is responsible for the management and administration of the advertising contract for the Station advertising.

2.4 Sound Transit will ensure that its vendor contract provides for a separate calculation of net revenues for the Stations (the “Station Advertising Revenue”). Sound

Transit will pay King County Metro fifty percent (50%) of the vendor-calculated Station Advertising Revenue paid to Sound Transit less any separate expenses incurred by Sound Transit for advertising in the DSTT, such as the proportionate share of employee salary or expenses incurred to administer the advertising contract in the DSTT and this Advertising Agreement.

#### Example Calculation

The Station Advertising Revenue paid to Sound Transit and Sound Transit advertising expenses are example amounts to demonstrate how the County's share of advertising revenue would be calculated.

Vendor-calculated Station Advertising Revenue paid to ST = \$50,000  
Sound Transit expenses attributable to advertising in the DSTT = \$2,000  
County share (\$) = (50%) x (\$50,000 - \$2,000) = \$24,000

2.5 If King County employee support or labor of any kind is necessary in order for Sound Transit (or a third party working on behalf of Sound Transit) to conduct advertising work or maintenance on advertising space(s) in the DSTT, then any costs that Sound Transit incurs to pay for such King County employee support or labor shall be included among Sound Transit's expenses attributable to advertising, and shall be deducted from the County's share of Station Advertising Revenue, all as provided in paragraph 2.4 of this Agreement.

2.6 All parties engaged in advertising-related activities in the Stations, including King County employees, will follow existing standard DSTT access procedures, using the TAP process or, where applicable, such other less rigorous process as the Parties may negotiate.

### 3. Reserved

#### 4. Compensation, Payment and Reporting

4.1 On an annual basis, or such other period as may be negotiated by the Parties, Sound Transit will determine and pay to the County the proportionate amount of the revenue to be shared under this Advertising Agreement. Payment, along with the revenue share calculation, including the methodology used by the vendor to calculate (1) Station Advertising Revenue and (2) any separate Sound Transit incurred advertising expenses on which payment is based, shall be made as follows:

4.1.1 Sound Transit will email a report to the King County Employee in Charge of advertising, Cindy Watanabe-Mezs, at [Cindy.Watanabe-Mezs@kingcounty.gov](mailto:Cindy.Watanabe-Mezs@kingcounty.gov) for review and approval. The report shall show the revenue calculations and amounts payable for the period.

4.1.2 The King County Employee in Charge of advertising shall, upon approval of the report, email an invoice to [accountspayable@soundtransit.org](mailto:accountspayable@soundtransit.org) for the amount payable.

4.1.3 Within 30 days of receipt of the invoice, Sound Transit will electronically transfer payment into the County's bank using the routing number and account number provided by the County.

4.2 There is no minimum guaranteed amount due to the County at any point during the term of this Advertising Agreement.

4.3 Each Party will use its share of the total amount of the Station Advertising Revenue solely to fund reduced or no-cost fare pricing for low-income public transit customers. On an annual basis, or such other time period as the Parties may agree to in writing, each Party shall provide to the other an accounting that demonstrates expenditure of the revenue in accordance with this Section.

## **5. Effective Date, Term, and Termination**

5.1 This Advertising Agreement shall become effective upon the closing date of the DSTT transfer to Sound Transit and shall remain in effect until Sound Transit has shared with King County a total of twenty-five million dollars (\$25,000,000) in Station Advertising Revenue or until June 30, 2042, whichever occurs first.

5.2 Either Party may terminate this Advertising Agreement for cause in the event that the other Party fails to fulfill its material obligations under this Advertising Agreement in a timely manner or breaches any material provision of this Advertising Agreement and the Dispute Resolution Process as described in Section 9 below has failed to reach resolution within the timelines described therein. The Party wishing to terminate this Advertising Agreement for cause will provide the other Party with notice of its intent to terminate and will give the other Party an opportunity to correct the failure to perform or breach within thirty (30) days of the notice or within such longer period as may be necessary in the event that correction cannot reasonably be accomplished within thirty (30) days. If the failure or breach is not corrected or cured, this Advertising Agreement may be terminated by the aggrieved Party by giving ninety (90) days' notice to the other Party.

5.3 This Advertising Agreement will also terminate with the mutual consent of the Parties.

5.4 Except as provided in this Section, a termination by either Party will not extinguish or release either Party from liability for costs or obligations existing as of the date of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of this Advertising Agreement.

5.5 Notwithstanding Sections 5.1 to 5.4, if Sound Transit no longer owns the DSTT, this Advertising Agreement shall terminate upon the date that Sound Transit conveys or transfer title to the DSTT to another person or entity, or otherwise cedes all right, title, and interest to the DSTT.

## **6. Designated Representatives**

6.1 Each Party has designated a representative below ("Designated Representative") who is responsible for coordination of communications between the Parties and will act as

the point of contact for each Party.

The Designated Representatives are:

KING COUNTY METRO

Cindy Watanabe-Metz, Project/  
Program Manager

Cindy.Watanabe-Mezs@ kingcounty.gov

SOUND TRANSIT

Tim Healy, Director of Marketing or his  
designee

[Tim.Healy@soundtransit.org](mailto:Tim.Healy@soundtransit.org)

## 7. Indemnity; Third-Party Contracts

7.1 Sound Transit agrees to hold harmless, indemnify, and defend the County in any lawsuit challenging (1) the content of advertising placed in the DSTT or (2) the process or policies used to select or reject advertising for the DSTT.

7.2 If, after the Effective Date of this Advertising Agreement, Sound Transit enters into or amends an existing contract with any third party for the management, administration, installation, repair, or removal of advertising within the Stations, the contract must require:

7.2.1 That the contractor defend, indemnify, and hold harmless (i) Sound Transit, and (ii) the County, and (iii) their respective officials and employees, against any liability arising out of the contractor's acts and omissions; and

7.2.2 That the contractor be required to obtain insurance coverage, as typically required by Sound Transit for such contracts, and naming (i) Sound Transit and (ii) the County as additional insureds.

7.3 The provisions in this Section 7 are specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

7.4 Each Party agrees to bear full responsibility for any and all tax liabilities owed that may arise in relation to this Advertising Agreement, and each Party will fully indemnify and hold the other Party, its officers, agents and employees harmless from any tax liability owed by the indemnifying Party and arising from or related to the transactions set forth herein. The indemnity under this Section 7.4 includes, but is not limited to, any taxes, penalties, fines, and/or interest, that are assessed by any tax authority against the indemnifying Party, and further includes all attorneys' fees and costs incurred by the indemnifying Party in response to any claims or assessments by any tax authority against the indemnifying Party, its officers, agents and employees.

7.5 The obligations in this Section 7 will survive termination or completion of this Advertising Agreement as to any claim, loss or liability arising from events occurring prior to such termination or completion.

## **8. Audits**

8.1 Each Party will maintain accounts and records, including advertising contracts and financial records, relating to all advertising monies paid to the County by Sound Transit, as well as records demonstrating expenditures of advertising monies in compliance with Section 4.3 of this Advertising Agreement. Such records shall be available for inspection and review by either Party upon reasonable notice delivered in writing to the other Party's Designated Representative. All records will be maintained for a period of six (6) years after termination or expiration of this Advertising Agreement unless permission to destroy the records is granted by the Office of the Archivist pursuant to chapter 40.14 RCW and agreed to by the Parties.

## **9. Dispute Resolution Process**

9.1 Any disputes or questions of interpretation of this Advertising Agreement or the performance of either Party under this Advertising Agreement that may arise between Sound Transit and the County shall be governed under the dispute resolution provisions in this Section 9. 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 Advertising Agreement until the dispute resolution process in this Section 9 has been exhausted.

9.2 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.

9.3 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 Advertising Agreement using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise:

9.3.1 Level One - Sound Transit's Designated Representative and the County'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.

9.3.2 Level Two - Sound Transit's Chief Communications Officer and the County's Departmental Lead 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.

9.3.3 Level Three - Sound Transit's Deputy Chief Executive Officer or Designee and the County's Department Director or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.

9.4 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 Advertising Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Advertising 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.

## **10. Assignment and Beneficiaries**

10.1 Neither Party may assign all or any portion of this Advertising Agreement without the express written consent of the other Party.

10.2 This Advertising Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. This Agreement creates no right, privilege, duty, obligation, claim, or cause of action in any person or entity not a party to it.

## **11. General Provisions**

11.1 The Parties may not unreasonably withhold requests for information, approvals or consents provided for in this Advertising Agreement; provided, however, that approvals or consents required to be given by vote of the Sound Transit Board or the King County Council are recognized to be legislative actions. The Parties will take further actions and execute further documents, either jointly or within their respective powers and authority, as may be reasonably necessary to implement the intent of this Advertising Agreement. The County and Sound Transit will work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Advertising Agreement.

11.2 Modifications or amendments to this Advertising Agreement must be made in writing and be signed by authorized representatives of the Parties.

11.3 No joint venture or partnership is formed as a result of this Advertising Agreement. No employees, agents or subcontractors of one Party may be deemed, or represent themselves to be, employees of any other Party.

11.4 Neither Party is relieved of its obligations to comply promptly with any provision of this Advertising Agreement by reason of any failure by the other Party to enforce prompt compliance, and such failure to enforce will not constitute a waiver of rights or acquiescence in the other Party's conduct.

11.5 This Advertising Agreement has been reviewed and revised by legal counsel for both Parties and no presumption or rule that ambiguity shall be construed against the Party drafting the document applies to the interpretation or enforcement of this Advertising Agreement. The Parties intend this Advertising Agreement to be interpreted to the full extent authorized by applicable law.

11.6 Each Party is responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Advertising Agreement, unless otherwise agreed in writing by the Parties. If either Party brings any claim or lawsuit against the other Party and arising out of or relating to this Advertising Agreement, each Party shall pay all its own legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals; provided, however, that nothing in this Section 11.6 shall be construed to limit the Parties' rights to indemnification under Section 7.

11.7 This Advertising 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.

## **12. Severability**

12.1 In case any term or provision of this Advertising Agreement is held invalid, illegal, or unenforceable, in whole or in part, by a court of law, the Parties will reform this Advertising Agreement to satisfy the original intent of the Parties.

SIGNATURES APPEAR ON FOLLOWING PAGE

Each of the Parties has executed this Advertising Agreement by having its authorized representative sign below:

KING COUNTY METRO

SOUND TRANSIT

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

By: \_\_\_\_\_

By: \_\_\_\_\_

Sr. Deputy Prosecuting Attorney

Sound Transit Legal Counsel