

2004 070 Attachment A

14838

GM 1387  
DRAINAGE AGREEMENT

AMONG

THE STATE OF WASHINGTON,

THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY

AND

KING COUNTY

THIS AGREEMENT is entered into this 23rd day of Sept., 2003, between and among the Central Puget Sound Regional Transit Authority (hereinafter referred to as "Sound Transit"), the State of Washington, through its Department of Transportation (hereinafter referred to as the "State") and King County (hereinafter referred to as the "County").

RECITALS

A. The State owns a parcel of land located adjacent to and north of the County's Ryerson Bus Base over which the State maintains the east and west bound ramps of I-90 (hereinafter, the "State Drainage Parcel"). Pursuant to a 1987 airspace lease from the State, the County is permitted to operate and maintain a parking area on the surface of a portion of the State Drainage Parcel under the State's elevated highway structure.

B. The State also owns property east and northeast of the State Drainage Parcel that is referred to as the "Turnback Agreement Green Area" (hereinafter, the "Green Area"). Pursuant to the parties' E-3 Busway Redevelopment Umbrella Agreement, the County and Sound Transit will share use of said Green Area in the operation of their respective bus and light rail lines.

C. The County and the State hold interests in property south of the Green Area referred to as the "Turnback Agreement Red Area" (hereinafter, the "Red Area"). Pursuant to the parties' E-3 Busway Redevelopment Umbrella Agreement, the County shall continue to use the western portion of the Red Area as a busway (the "E3 Busway") and Sound Transit shall acquire a fee interest and an Airspace Lease in the eastern portion of the Red Area (the "E3 Light Rail Transit Way") for development of a light rail line.

D. An underground trunk storm water drainage pipe is currently operated and maintained by the County in the Red Area, extending from South Spokane Street to Royal Brougham Way. A storm water system including underground storm water retention tank is currently operated and maintained by the State in the Green Area north of Royal Brougham Way. The drainage systems for both the Red and Green Areas ultimately connect to the City of Seattle sewers.

E. The parties desire to coordinate and allocate the responsibilities for operating and maintaining the storm water drainage system that will be continued in part, and modified in part, to serve the State Drainage Parcel, the Green Area and the Red Area.

## AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 Definitions. Unless otherwise expressly defined herein, all terms used in this agreement shall have the meanings set forth in the Umbrella Agreement.

1.1 County Drainage Facilities –The King County Storm Pipe and all other existing pipes, connections, manholes, catch-basins, oil-water separators or other facilities currently draining that portion of the E-3 Busway Area located in the Red Area and designated as "County Drainage Facilities" on the Storm Water Drainage Plans and specifications attached hereto and made a part hereof as Exhibit A.

1.2 Red Area – that area described and depicted as the "Turnback Agreement Red Area" in the Umbrella Agreement.

1.3 Sound Transit Drainage Facilities – the new pipes, connections, manholes, catch-basins, oil-water separators or other facilities to be installed by Sound Transit to provide storm water drainage of the Green Area and that portion of the E-3 Light Rail Transit Way located in Red Area, all designated as "Sound Transit Drainage Facilities" on Exhibit A.

1.4 State Drainage Facilities – the following facilities designated as "State Drainage Facilities" on Exhibit A.

a. the pipes, connections, manholes, catch-basins, oil-water separators or other facilities to be installed in the State Drainage Parcel and Green Area south of the City of Seattle combined sewer facility in Royal Brougham Way, as of the date of this Agreement to facilitate connection to existing county drainage facilities.

b. the existing above and underground detention tank, pipes, connections, manholes, catch-basins and oil-water separators in existence in the Green Area.

north of the City of Seattle combined sewer facility in Royal Brougham Way, as of the date of this Agreement.

c. the above-ground lines and connections to be installed to drain the SR 519 elevated roadway improvements into the County Drainage Facilities in the Red Area.

1.5 Umbrella Agreement - that certain agreement between the parties dated July 1, 2002 and entitled, "E-3 Busway Redevelopment Umbrella Agreement."

1.6 State Drainage Parcel – that certain parcel of real property located adjacent to the Green Area and Red Area and more specifically described on Exhibit B hereto.

1.7 King County Trunk Storm Pipe – the existing 24" storm water pipe in the Red Area designated as part of the "County Drainage Facilities" on the Storm Water Drainage Plans and specifications attached hereto and made a part hereof as Exhibit A but not including the connections or inlets to such storm water pipe.

1.8 Green Area – that area described and depicted as the "Turnback Agreement Green Area" in the "E-3 Busway Redevelopment Umbrella Agreement" dated July 1, 2002.

2.0 State Drainage Parcel Drainage Facilities

2.1 The State shall be responsible at its sole expense for operating, cleaning, maintaining, repairing, and replacing, in whole or in part, the State Drainage Facilities that lie above, at and below ground in the State Drainage Parcel and in that portion of the Green Area south of the southern border of Royal Brougham Way, except that the County shall perform the routine cleaning of the State underground line located in the State Drainage Parcel.

2.2 The County directly, and Sound Transit through the County's drainage Facilities, may connect their Red Area Drainage Facilities to, and convey storm water through, the State's Drainage Facilities located in the State Drainage Parcel. Said connection shall be made to State Drainage Facilities in the Green Area as indicated in Exhibit A.

2.3 The County and Sound Transit shall each reimburse the State for any costs, damages, or liability of any kind to the extent attributable to their respective connections to and/or use of the State Drainage Facilities, including but not limited to any damages caused by debris, pollutants or hazardous substances of any kind entering State property or the State Drainage Facilities via the connections from the County Drainage Facilities or otherwise from the County or Sound Transit's property or facilities except to the extent such damages are attributable to the State's negligent acts or omissions.

### 3.0 Green Area Drainage Facilities

3.1 The State shall be responsible at its sole expense for operating, cleaning, maintaining, repairing, and replacing, in whole or in part, the State Drainage Facilities that lie within the Green Area as of the date of this Agreement; provided, however, that the State Drainage Facilities that lie within that portion of the Green Area south of the southern border of Royal Brougham Way shall be treated hereunder in the same manner as the State Drainage Facilities located in the Red Area.

3.2 Sound Transit shall be responsible at its sole expense for operating, cleaning, maintaining, repairing, and replacing, in whole or in part, the Sound Transit Drainage Facilities that will be installed within the Green Area. Provided, however, Sound Transit may enter into a contract with the County under which the County may operate, clean, maintain, repair and replace Sound Transit's Green Area Drainage Facilities.

3.3 Sound Transit may connect its Drainage Facilities located in the Green Area to, and convey storm water through, the existing State Drainage Facilities that lie within the Green Area.

3.4 The County's busway within the Green Area shall continue to be drained utilizing the existing State Drainage Facilities.

### 4.0 Red Area Drainage Facilities

4.1 The State may connect its above-ground SR 519 drain lines to, and convey storm water through, the County Drainage Facilities located in the Red Area in accordance with Exhibit A. The State shall be responsible at its sole expense for operating, cleaning, maintaining, repairing, and replacing, in whole or in part, said above-ground SR 519 drain lines. Without limiting the foregoing obligation, the State specifically agrees that it shall exercise its reasonable best efforts not to permit storm water from its SR 519 roadway improvements to drain, overflow or otherwise run-off onto the Red Area or the County's Ryerson Base property. The State shall reimburse the County for any costs, damages, or liability of any kind incurred by the County to the extent attributable to the State Drainage Facilities and their connections to the County Drainage Facilities in the Red Area, including but not limited to any damages caused by debris, pollutants or hazardous substances of any kind entering County property or the County Drainage Facilities via the connections from the State Drainage Facilities or otherwise from the State's SR 519 improvements; (other than damages to the extent caused by debris, pollutants or hazardous substances or other causes originating from King County's connections as covered by Section 4.5) and except to the extent such damages are attributable to the County's negligent acts or omissions. The State also shall reimburse Sound Transit for any costs, damages, or liability of any kind incurred by Sound Transit to the extent attributable to the State Drainage Facilities and their connections to the County Drainage Facilities in the Red Area, including but not limited to any damages caused by debris, pollutants or hazardous substances of any kind

entering County property or the County Drainage Facilities via the connections from the State Drainage Facilities or otherwise from the State's SR 519 improvements (other than damages to the extent caused by debris, pollutants or hazardous substances or other causes originating from Sound Transit's connections as covered by Section 4.3) and except to the extent such damages are attributable to Sound Transit's negligent acts or omissions.

4.2 Sound Transit shall be responsible at its sole expense for installing, operating, cleaning, maintaining, repairing, and replacing, in whole or in part, a storm water drainage system in that portion of the E3 Light Rail Transit Way within the Red Area in accordance with Exhibit A. Without limiting the foregoing obligation, the Sound Transit specifically agrees that it shall exercise its reasonable best efforts not to permit storm water from its Drainage Facilities in the that portion of the E3 Light Rail Transit Way within the Red Area to drain, overflow or otherwise run-off onto the State Drainage Parcel, the Green Area, the County's Ryerson Base property or the Red Area.

4.3 Sound Transit may connect its Drainage Facilities located in the Red Area to, and convey storm water through, the County Drainage Facilities located in the Red Area in accordance with Exhibit A. Sound Transit shall be responsible at its sole expense for installing, operating, cleaning, maintaining, repairing, and replacing, in whole or in part, said connections located in that portion of the E3 Busway within the Red Area. Without limiting the foregoing obligation, Sound Transit specifically agrees that it shall exercise its reasonable best efforts not to permit storm water from its connecting Drainage Facilities to drain, overflow or otherwise run-off onto the State Drainage Parcel, the Green Area, the County's Ryerson Base property or the Red Area. Sound Transit shall reimburse the County for any costs, damages, or liability of any kind incurred by the County to the extent attributable to the Sound Transit Drainage Facilities and their connections to the County Drainage Facilities in the Red Area, including but not limited to any damages to the extent caused by debris, pollutants or hazardous substances of any kind entering County property or the County Drainage Facilities via the connections from the Sound Transit Drainage Facilities or otherwise from that portion of the E3 Light Rail Transit Way within the Red Area (other than damages to the extent caused by debris, pollutants or hazardous substances or other causes originating from King County's connections as covered by Section 4.5); provided, however, Sound Transit shall not so reimburse the County to the extent such cost, damages, or liability are attributable to negligent acts or omissions of the County. Sound Transit shall reimburse the State for any costs, damages, or liability of any kind incurred by the State to the extent attributable to the Sound Transit Drainage Facilities and their connections to the County Drainage Facilities in the Red Area, including but not limited to any damages to the extent caused by debris, pollutants or hazardous substances of any kind entering State property or the County Drainage Facilities via the connections from the Sound Transit Drainage Facilities or otherwise from that portion of the E3 Light Rail Transit Way within the Red Area (other than damages to the extent caused by debris, pollutants or hazardous substances or other causes originating from the State's connections as covered by Section 4.1); provided, however, Sound Transit shall not so reimburse the State to the

extent such cost, damages, or liability are attributable to negligent acts or omissions of the State.

4.4 To the extent any government authorizations or permits of any kind are required for Sound Transit to make such connections to the County Drainage Facilities, Sound Transit shall be responsible for obtaining such permits or authorizations at its expense. By separate instruments, the State and the County, as their interests may appear, have granted to Sound Transit the rights to enter the Red Area property to install, operate, maintain, repair and replace the Sound Transit Drainage Facilities. In addition, if Sound Transit's activities will materially disrupt the County's metropolitan public transportation activities in the Red Area, Sound Transit shall obtain a Special Use Permit from the County prior to commencing the installation, operation, cleaning, maintenance, repair, replacement or other work project or activity within the Red Area related to Sound Transit's connections to the County Drainage Facilities. Each such special use permit shall include, but not be limited to, the following terms in a form acceptable to the County: (a) plans, specifications, and schedule for the work; (b) the timing, safety and other measures necessary to avoid interrupting operation of County buses during the project or activity; (c) provision for insurance, defense and indemnification by Sound Transit for the acts or omissions of its employees, agents and contractors attributable to the project or activity. The County shall issue such Special Use Permit, or state its reasons for denying such Permit within ten business days of Sound Transit's request therefor or such Permit shall be deemed to have been given.

4.5 The County shall be responsible at its sole expense for operating, cleaning, maintaining, repairing, and replacing, in whole or in part, the County Drainage Facilities in that portion of the Red Area outside the E3 Light Rail Transit Way in accordance with Exhibit A. Without limiting the foregoing obligation, the County specifically agrees that it shall exercise its reasonable best efforts not to permit storm water from its Drainage Facilities to drain, overflow or otherwise run-off onto the State Drainage Parcel, the Green Area, or that portion of the E3 Light Rail Transit Way within the Red Area. The County shall reimburse the State and Sound Transit for any costs, damages, or liability of any kind attributable to the County Transit Drainage Facilities, including but not limited to any damages caused by debris, pollutants or hazardous substances of any kind entering State or Sound Transit property or the State Drainage Facilities via the connections from the County Drainage Facilities (other than damages to the extent caused by debris, pollutants or hazardous substances or other causes originating from Sound Transit's connections as covered by Section 4.3) except to the extent such damages are attributable to the County's negligent acts or omissions.

#### 5.0 No Surcharge or Degradation of County and State Facilities

5.1 The parties anticipate that the capacity of the County Drainage Facilities, and the new State Drainage Facilities in the State Drainage Parcel to which they will connect, are sufficient to convey the storm water runoff under the current busway configuration and in normal conditions. The parties agree that "normal conditions" shall mean a storm event of a magnitude less than or equal to those occurring at a 25-year rate. The

parties further agree that "normal conditions" do not include atypical events that diminish the capacity of the existing drainage system such as (a) blockage, collapse or other obstruction in the facilities downstream of the Sound Transit, County or State Drainage Facilities; or (b) mechanical failure of down stream flow regulators of other facilities. As a result, storm water does not currently collect on the surface of the E-3 Busway or back-up from the catch basins or openings of the County Drainage Facilities. Sound Transit warrants that the design and construction of a new busway and drainage system configuration, and the connection of its Drainage Facilities to the County Drainage Facilities and, via that, to the State Drainage Facilities, will not materially and detrimentally affect the respective capacities of the County Drainage Facilities and the State Drainage Facilities to drain storm water runoff from the E3 Busway.

5.2 Following connection of the Sound Transit Drainage Facilities to the County Drainage Facilities, any water that collects on the busway surface or backs-up from catch basins or other openings in the County Drainage Facilities or on State property shall be presumed to have been caused by storm water draining from Sound Transit's facilities, whether due to Sound Transit's (a) design or construction of modifications to the County's busway and the County Drainage Facilities (pursuant to that certain E3 Busway Redevelopment Umbrella Agreement among the parties dated July 1, 2002); or (b) assumption that the County Drainage Facilities would be adequate to accommodate the water from the Sound Transit Drainage Facilities. Nothing herein shall prohibit Sound Transit from rebutting this presumption.

5.3 Upon notice from the County or the State that water is collecting on the surface of the busway or backing-up from the catch basins or openings in the County Drainage Facilities or State Drainage Facilities, Sound Transit shall promptly investigate the problem and provide to the County and the State, within ten (10) business days, a report on the cause of the problem and a proposal for solving the problem. Except to the extent the problem resulted from the acts or omissions of the County or the State (other than the design of the current County Drainage System), and except to the problem resulted conditions other than "normal conditions" defined in Section 5.1 above, Sound Transit shall be responsible to the State and the County for (a) any costs, damages, or liability of any kind incurred by the County and/or the State attributable to a surcharge of their respective facilities or the presence of water on the busway; and (b) any measures determined by the County or the State to be necessary to prevent a recurrence. Nothing herein shall prohibit Sound Transit from seeking contribution from third parties for such costs, damages or liability.

## 6.0 Sound Transit's Share of County Costs

Sound Transit shall reimburse the County for 50% of the County's actual costs of operating (including, without limitation, permits, fees and charges relating to operation upon and after Sound Transit connects to the King County Storm Pipe), cleaning, maintaining, repairing, and replacing, in whole or in part, any portion of the King County Storm Pipe.

## 7.0 Permits

To the extent any government authorizations or permits of any kind are required for either the Sound Transit or State connections to the County Drainage Facilities or the connection of said County Drainage Facilities to the State's new storm sewer, Sound Transit or the State, as applicable, shall be responsible for obtaining such permits or authorizations.

## 8.0 Term

This Agreement shall take effect upon its signing by authorized representatives of both parties and shall continue in effect unless terminated as provided herein.

## 9.0 Invoicing and Payments

9.1 The parties may invoice each other on a quarterly basis for reimbursable costs incurred or for any payment, fee or charge due or payable under this Agreement.

9.2 Each party shall remit payment to the others for amounts due under this Agreement within 30 calendar days after receipt of an invoice from the party submitting the invoice if such invoice is hand-delivered and within 33 calendar days after the post-marked date of such invoice if such invoice is mailed. Any amount unpaid after said due date shall bear interest at one percent (1%) per month.

## 10.0 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration, acts of Nature, including storm events of a magnitude greater than or equal to those occurring at a 25-year rate, acts of civil or military authorities, fire, terrorism, accidents, shutdowns for purpose of emergency repairs, lockouts, strikes, and any other labor, civil or public disturbance, or any other delay resulting from any cause beyond a party's reasonable control, causing the inability to perform its obligations under this Agreement. If any party is rendered unable, wholly or in part, by a force majeure, to perform or comply with any obligation or condition of this contract then, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance and compliance and restore normal operations.

## 11.0 Legal Relations

11.1 It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors, shall be deemed, or represent themselves to be, employees of the other party.



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11.2 The parties shall comply, and shall ensure their respective contractors comply, with all federal, state and local laws, regulations, and ordinances applicable to their respective obligations under this Agreement.

11.3 To the maximum extent permitted by law, each party shall defend, indemnify and hold harmless any other party and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property, which are connected with, or are attributable to any negligent acts or omissions of the indemnifying party, its contractor, and/or employees, agents, and representatives in performing the party's responsibilities and other work referred to in this Agreement; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply to any work under this Agreement and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the State, its contractors or employees, agents, or representatives; Sound Transit, its contractors or employees, agents, or representatives and the County, its contractors or employees, agents, or representatives, the indemnification applies only to the extent of the negligence of each party, its contractor or employees, agents, or representatives. Each party specifically assumes potential liability for actions brought by its own employees against the other party and for that purpose the indemnifying party specifically waives, as respects the other party only, any immunity under the Worker's Compensation Act, RCW Title 51; and each party recognizes that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provision of RCW 4.24.115, if applicable. Each party to this Agreement shall reasonably notify the other of any and all claims, actions, losses or damages that arise or are brought against that party relating to or pertaining to this Agreement. In the event either party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

11.4 In the event a party fails to perform an obligation under this Agreement, the other party shall have the right to bring an action for specific performance, damages and any other remedies available to such a party under this Agreement, at law or in equity.

11.5 This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. In the event any party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the parties hereto agree that such action or proceedings shall be brought in a court of competent jurisdiction situated in Thurston County, Washington.

11.6 The provisions of this Section shall survive any termination or expiration of this Agreement.

## 12.0 TERMINATION

12.1 If a party defaults any party may terminate this Agreement, in whole or in part, by providing the other two parties with thirty (30) days written notice in advance. If the party fails to cure the default within said thirty (30) day period, or such longer period as may be reasonably necessary to cure said default so long as the defaulting party is proceeding in good faith to cure such default with all due speed this Agreement shall be deemed terminated.

12.2 This Agreement may be terminated by any party, in whole or in part, upon thirty (30) days advance written notice to the other parties if such party ceases to operate and maintain the facilities for which such party constructed their respective drainage facilities. (For the State, such facilities are the SR 519 and I-90 facilities; for the County, such facilities are the E3 Busway facilities; for Sound Transit, such facilities are the Light Rail Transit Way facilities.) In such event, however, the terminating party shall work with the other parties in good faith to assure that their respective Drainage Facilities are made available to allow the other party to continue operating their respective facilities.

12.3 This agreement is subject to approval by the King County Council. If the King County Council fails to approve the agreement by March 1, 2004, the agreement shall terminate upon notice from any party to both of the other parties.

## 13.0 Contacts

Except as otherwise designated in this Agreement, wherever in this Agreement written notices are to be given or made, they will be delivered or sent by certified mail addressed to the Parties at the address listed below unless a different address shall be previously designated in writing and delivered to the other party. Notice shall be deemed effective as of the delivery date.

County: Rick Walsh  
General Manager, Transit Division  
King County Department of Transportation  
King Street Center  
M.S. KSC-TR-0415  
201 S Jackson Street  
Seattle, WA 98104-3856

State: Dave McCormick  
Assistant Regional Administrator for Traffic and Maintenance  
N.W. Region  
WSDOT  
PO Box 330310  
Seattle, WA 98133-9710

**14838**

**Sound Transit: Ahmad Fazel  
Project Director for Link Light Rail  
Sound Transit  
Union Station  
401 S. Jackson St.  
Seattle, WA 98104**

**14.0 Assignment**

**None of the Parties shall assign this Agreement or any part thereof without the written consent of the others. Any attempted assignment without said consent shall be void. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors and permitted assigns.**

**15.0 Amendments**

**This instrument contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by all parties thereto.**

**16.0 Waiver**

**Waiver of any breach of this Agreement shall not be deemed to be waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.**

**17.0 Entire Agreement**

**It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by the parties, except to the extent that the same are expressed in this Agreement, its exhibits and any subsequent written agreements or amendments as provided for herein.**

**18.0 Severability**

**If any provision of this Agreement is found to be void or invalid by a court of competent jurisdiction, the remaining terms and provisions unaffected thereby shall remain in full force and effect.**

19.0 Approvals

Unless otherwise expressly stated otherwise herein, where a party hereto has a right of approval hereunder, such approval shall not be unreasonably withheld, conditioned or delayed.

20.0 Dispute Resolution

A. The County, Sound Transit and the State shall confer to resolve disputes that arise under this Agreement as requested by any party.

B. The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this Agreement:

SOUND TRANSIT:  
Ahmad Fazel  
Project Director for  
Link Light Rail  
Sound Transit  
Union Station  
401 S. Jackson St.  
Seattle, WA 98104

STATE:  
Dave McCormick  
Assistant Regional  
Administrator for Traffic  
and Maintenance  
N.W. Region  
WSDOT  
PO Box 330310  
Seattle, WA 98133-9710

KING COUNTY:  
Rick Walsh  
General Manager  
Transit Division  
King County DOT  
King Street Center  
M.S. KSC-TR-0415  
201 S Jackson Street  
Seattle, WA 98104-3856

C. In the event the Designated Representatives are unable to resolve the dispute, the following individuals shall confer and resolve the dispute:

SOUND TRANSIT:  
Joan Earl  
Chief Executive Officer  
Central Puget Sound  
Transit Authority  
401 S. Jackson St  
Seattle, WA 98104

WSDOT:  
Doug MacDonald  
Secretary of  
Transportation  
PO Box 47316  
Olympia, WA 98504-7316

KING COUNTY:  
Ron Sims  
King County Executive  
King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

D. State, County and Sound Transit agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

21.0 As-Built Drawings

The parties agree that at such time as the respective Drainage Facilities are completed, the constructing party shall submit "as-built" drawings of such facilities to the other parties and that the parties shall expeditiously work together to amend this AGREEMENT to substitute such as-built drawings for Exhibit A hereto.

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This AGREEMENT is executed by the undersigned, not as an individual incurring personal obligation and liability, but solely for, and on behalf of the respective parties.

KING COUNTY

STATE OF WASHINGTON

By: *Richard W. Winkler*  
Title: *CA*  
Date: *9/22/03*

By: *Paul M. ...*  
Title: *ARA Maintenance & Traffic*  
Date: *9/23/03*

Approved as to Form:

Approved as to Form:

By: *[Signature]*  
King County Deputy  
Prosecuting Attorney

By: *Byrne Brown*  
Assistant Attorney General

SOUND TRANSIT

By: *Jean M. Edel*  
Title: *CEO*  
Date: *9-9-03*

Approved as to Form:

By: *Betty Ryan*  
*Legal Counsel*

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**EXHIBIT A**  
**Storm Water Drainage Plans**

# 14838

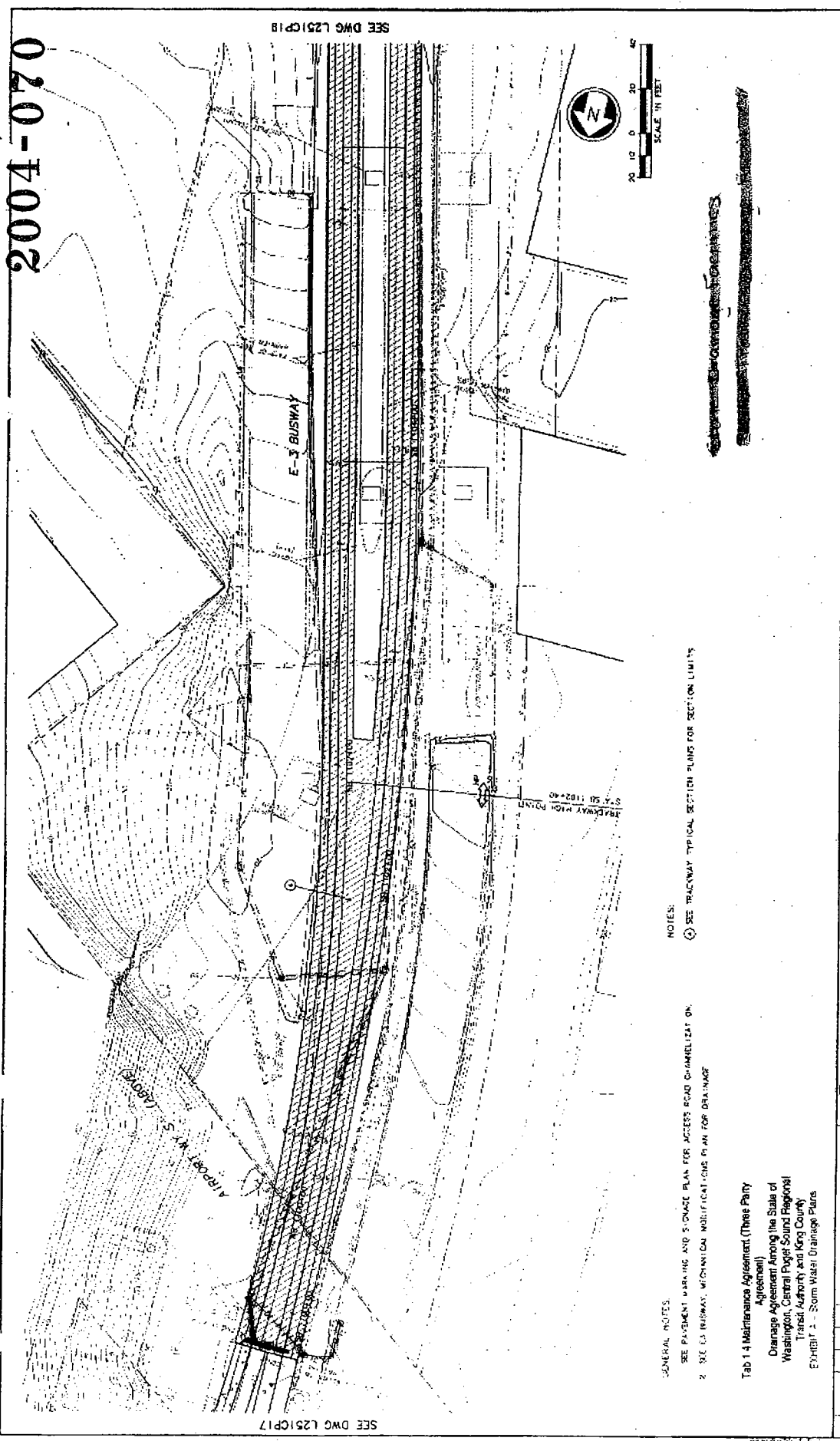
## EXHIBIT B State Drainage Parcel

ALL THAT PORTION OF LOTS 1 AND 2 IN BLOCK 281 OF SEATTLE TIDE LANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS IN OLYMPIA, WASHINGTON, LYING NORTHERLY OF THE SOUTH LINE OF SR 90 AS SHOWN ON SHEET 2 OF 5 OF THAT CERTAIN PLAN ENTITLED 'SR90 CONNECTICUT ST. INTERCHANGE: 4<sup>TH</sup> AVE. S. AND TRANSIT RAMPS', NOW OF RECORD AND ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON, BEARING DATE OF APPROVAL AUGUST 23, 1985, EXCEPT THE EAST 60 FEET OF SAID LOTS 1 AND 2, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SR 90 AND THE WEST LINE OF SAID BLOCK 281 (BEING ALSO THE EAST LINE OF 4<sup>TH</sup> AVE. S.), BEING A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) EB B-2 20+30.9 ON THE EB B-2 LINE SURVEY OF SAID "SR90 CONNECTICUT ST. INTERCHANGE: 4<sup>TH</sup> AVE. S. AND TRANSIT RAMPS", AND 36 FEET SOUTHWESTERLY THEREFROM;  
THENCE NORTHERLY ALONG THE WEST LINE OF SAID BLOCK 281 A DISTANCE OF 58.3 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BEING A POINT OPPOSITE HES EB B-2 20+06.5 ON SAID LINE SURVEY AND 16.7 FEET NORTHEASTERLY THEREFROM;  
THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 270 FEET TO THE WEST LINE OF THE EAST 60 FEET OF SAID LOT 1, BEING A POINT OPPOSITE HES EB B-2 22+95.2 ON SAID LINE SURVEY AND 63.3 FEET NORTHERLY THEREFROM;  
THENCE SOUTHERLY ALONG SAID WEST LINE A DISTANCE OF 100 FEET TO THE SOUTH LINE OF SR 90 AT A POINT OPPOSITE HES EB B-2 22+90.2 ON SAID LINE SURVEY AND 36.7 FEET SOUTHERLY THEREFROM;  
THENCE WESTERLY ALONG SAID SOUTH LINE A DISTANCE OF 67.6 FEET TO A POINT OPPOSITE HES EB B-2 22+24.26 ON SAID LINE SURVEY AND 36 FEET SOUTHERLY THEREFROM, BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 501.00 FEET;  
THENCE WESTERLY ALONG THE SOUTH LINE OF SR 90, ALONG SAID CURVE, A DISTANCE OF 208.1 FEET TO THE POINT OF BEGINNING.

CONTAINING 24,410 SQUARE FEET, OR 0.560 ACRES MORE OR LESS.

2004-070



GENERAL NOTES:  
 1. SEE PAYMENT MARKING AND SCHEDULE PLAN FOR ACCESS ROAD DIMENSIONALIZATION.  
 2. SEE E-S BUSWAY MODIFICATION NOTIFICATIONS PLAN FOR DIMENSIONALIZATION.

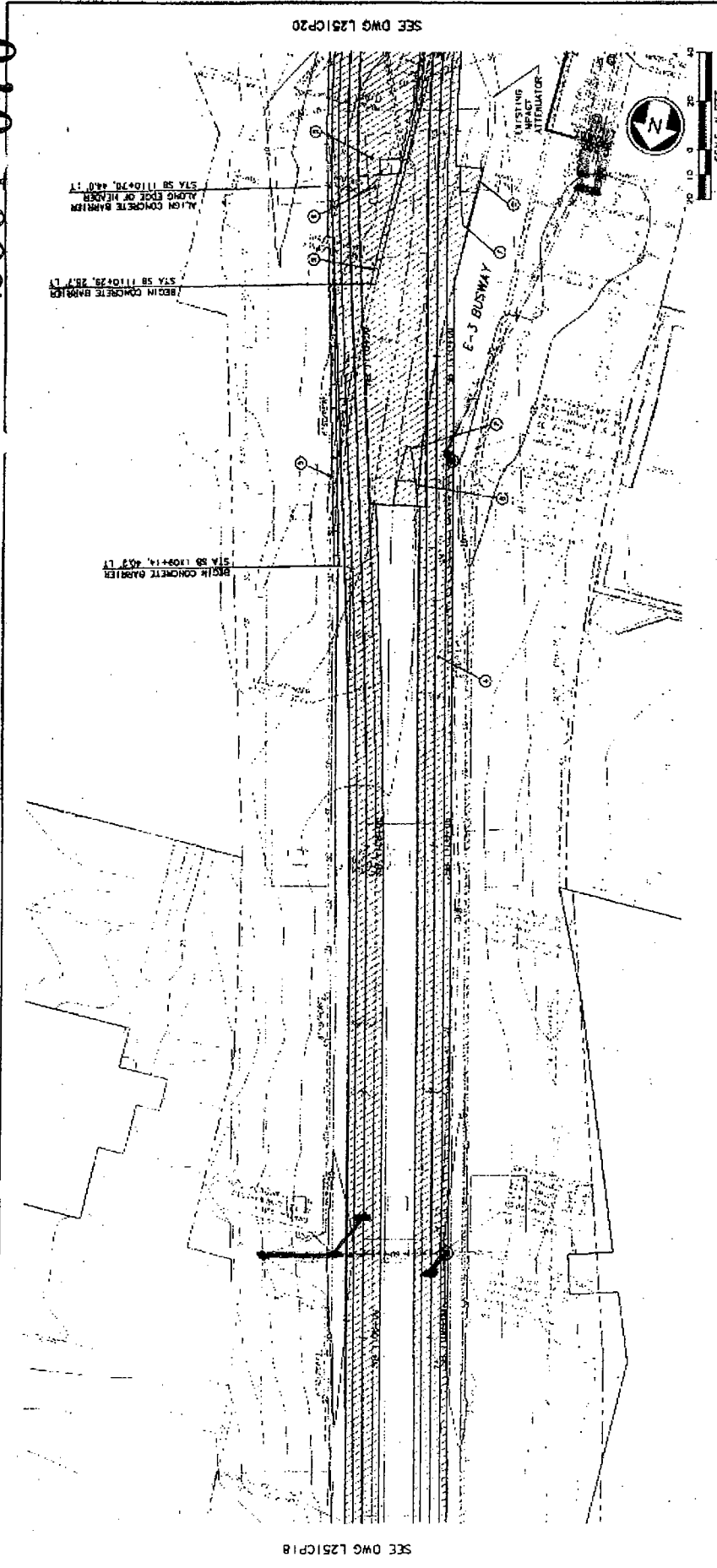
Tab 1.4 Maintenance Agreement (Three Party Agreement)  
 Drainage Agreement Among the State of Washington, Central Puget Sound Regional Transit Authority and King County  
 EXHIBIT 1 - Storm Water Drainage Plans

City of Seattle PROJECT NO. 14838 PROJECT NAME: LINK LIGHT RAIL PROJECT - CENTRAL CORRIDOR PROJECT LOCATION: CORRIDOR CIVIL MODIFICATIONS PROJECT STATIONING: STA SB 1100+00 TO STA SB 1135+50		SHEET NO. 14838-01 TOTAL SHEETS 01
PREPARED BY: [Name] CHECKED BY: [Name] DATE: [Date]	DESIGNED BY: [Name] DATE: [Date]	APPROVED BY: [Name] DATE: [Date]
CITY OF SEATTLE TRANSPORTATION DEPARTMENT	ASTC ARCHITECTS & ENGINEERS	SOUNDTRANSIT TRANSIT AUTHORITY

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**GENERAL NOTES:**

1. REFER TO THE GENERAL NOTES ON THE ADJACENT ROAD DEPARTMENT DRAWING.
2. SEE THE BUSWAY AND CONC RET MODIFICATIONS PLAN FOR BOB WALL.
3. INSTALLATION PLAN FOR CONCRETE BARRIER REMOVAL LIMITS.

**NOTES:**

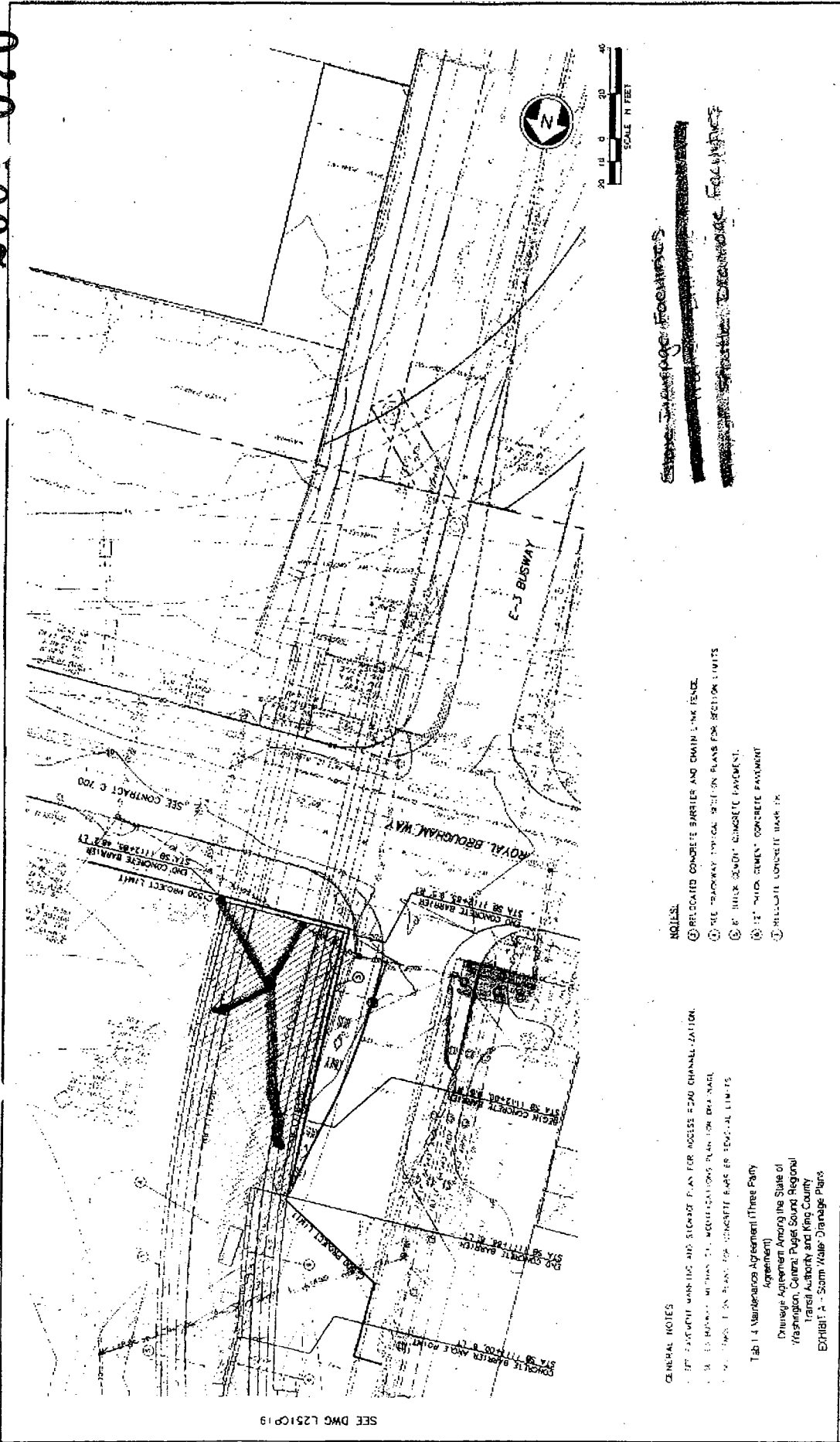
1. RELOCATE CONCRETE BARRIER AND CHAIN LINK FENCE.
2. SEE TRACKWAY DIVISION SPECIFICATIONS FOR SECTION 1.011E.
3. 6" THICK SLOTTED CONCRETE WALLMOUNT.
4. 12" THICK SLOTTED CONCRETE WALLMOUNT.
5. IMPACT ATTENUATOR.
6. CONCRETE TRANSITION BARRIER.
7. RELOCATE CONCRETE BARRIER.

**Tab 1.2 Maintenance Agreement (Three Party Agreement)**  
 Drainage Agreement Among the State of Washington, Central Puget Sound Regional Transit Authority and King County  
 EXHIBIT A - Storm Water Detention Plans

						<b>LINK LIGHT RAIL PROJECT</b> CENTRAL CORRIDOR CORRIDOR CIVIL MODIFICATIONS STA 58 1109+50 TO STA 58 1111+50	
PROJECT NO. L251CP18	SHEET NO. 1-20	DATE 08/27/02	SCALE 1" = 20'	DRAWN BY J. H. H.	CHECKED BY J. H. H.	APPROVED BY J. H. H.	DATE 08/27/02

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SEE DWG L251CP19

**GENERAL NOTES**

- 1. LEFT TRACKWAY MARKING AND STORAGE PLAN FOR ACCESS E-20 CHANNELIZATION.
- 2. SEE TRACKWAY MARKING AND STORAGE PLAN FOR DBA NAME.
- 3. SEE TRACKWAY MARKING AND STORAGE PLAN FOR SECTION LIMITS.

Tab 14 Maintenance Agreement (Three Party Agreement)  
 Driveway Agreement Among the State of Washington, Central Puget Sound Regional Transit Authority and King County  
 Exhibit A - Storm Water Drainage Plans

**NOTES**

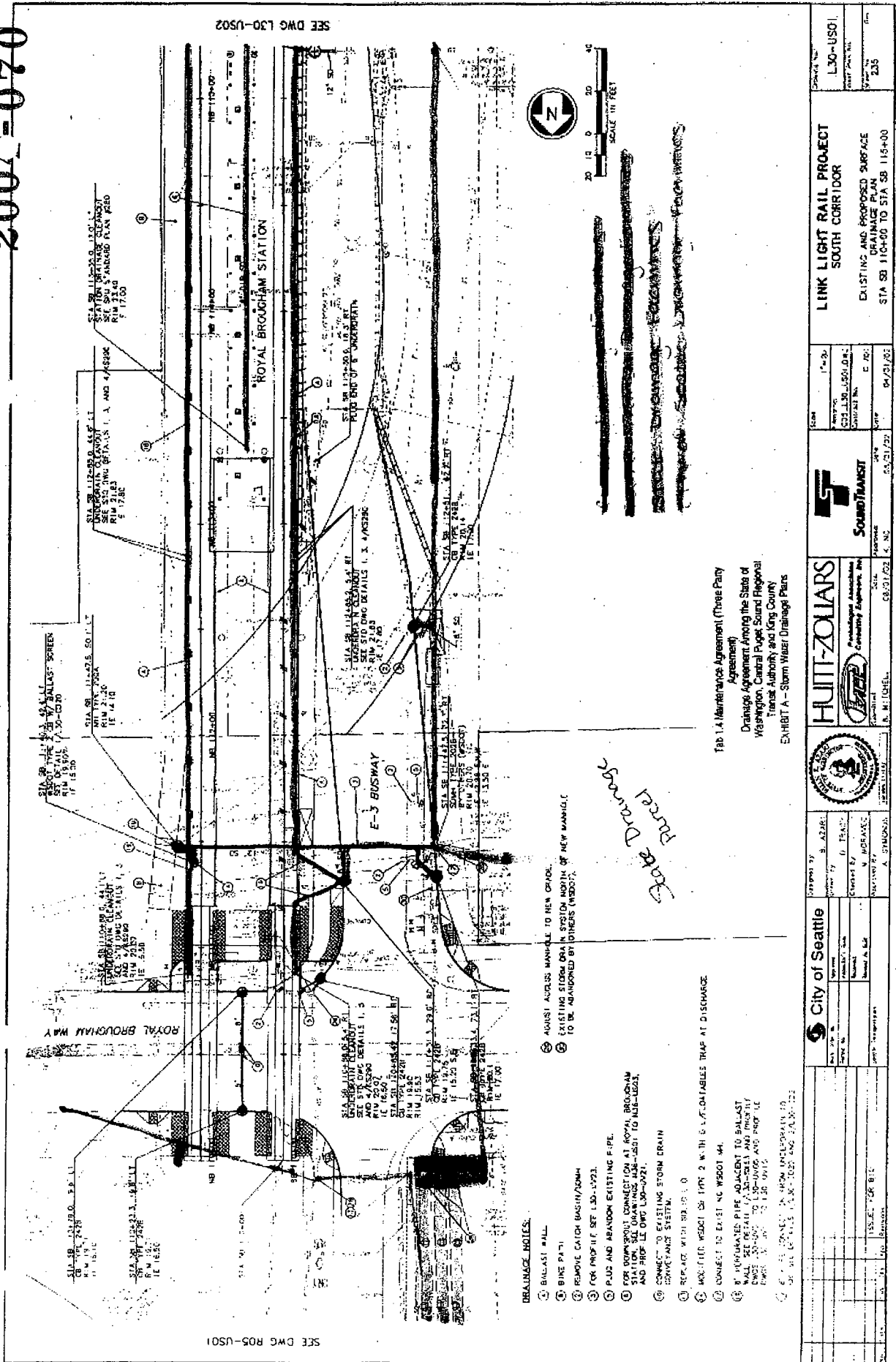
- 1. RELOCATED CONCRETE BARRIER AND CHAIN LINK FENCE.
- 2. SEE TRACKWAY MARKING AND STORAGE PLAN FOR SECTION LIMITS.
- 3. 8" THICK READY-MIXED CONCRETE PAVEMENT.
- 4. 12" THICK READY-MIXED CONCRETE PAVEMENT.
- 5. MELLATE CONCRETE BARRIER.

~~SEE DWG L251CP19~~  
~~SEE DWG L251CP19~~

PROJECT NO. L251CP20	SHEET NO. 14838	DATE 08/25/04	DRAWN BY J. B. F. I.	CHECKED BY J. B. F. I.	APPROVED BY J. B. F. I.
<b>LINK LIGHT RAIL PROJECT</b> CENTRAL CORRIDOR CORRIDOR CIVIL MODIFICATIONS STA 58 1181+00 TO STA 58 1124+85.14			PROJECT NO. L251CP20		

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SEE DWG R05-US01

SEE DWG L30-US02

State Drainage

- DRAINAGE NOTES:**
- 1. BALAST # 41
  - 2. BINE PAVI
  - 3. REMOVE CATCH BASIN/BOX
  - 4. FOR PROP I.E. SEE L30-US02
  - 5. PLUG AND ABANDON EXISTING PIPE
  - 6. FOR DOWN SLOPE CONNECTION AT ROYAL BROUGHAM AND PROP I.E. SEE L30-US02
  - 7. CONNECT TO EXISTING STORM DRAIN CONVEYANCE SYSTEM
  - 8. REPLACE WITH 36" DIA 10'
  - 9. MAX. FLOW: 1000 GPM @ 2' WITH 6" VENTILABLE TRAP AT DISCHARGE
  - 10. CONNECT TO EXISTING NO. W5001 44"
  - 11. FOR MANHOLE PIPE ADJACENT TO BALAST WALL SEE DETAIL L30-US01 AND PROFILE DWG L30-US02 TO L30-US06 AND PROFILE DWG L30-US07 TO L30-US10
  - 12. SEE DETAIL L30-US01 AND PROFILE DWG L30-US02

FIG. 1.4. Maintenance Agreement (Third Party Agreement)  
 Drainage Agreement Among the State of Washington, Central Puget Sound Regional Transit Authority, and King County  
 EXHIBIT A - Storm Water Drainage Plans

APPROVED BY: [Signature] DATE: 08/21/02	CHECKED BY: [Signature] DATE: 08/21/02	DRAWN BY: [Signature] DATE: 08/21/02	PROJECT NO.: L30-US01	SHEET NO.: 235	LINK LIGHT RAIL PROJECT SOUTH CORRIDOR EXISTING AND PROPOSED SURFACE DRAINAGE PLAN STA SB 110+00 TO STA SB 116+00

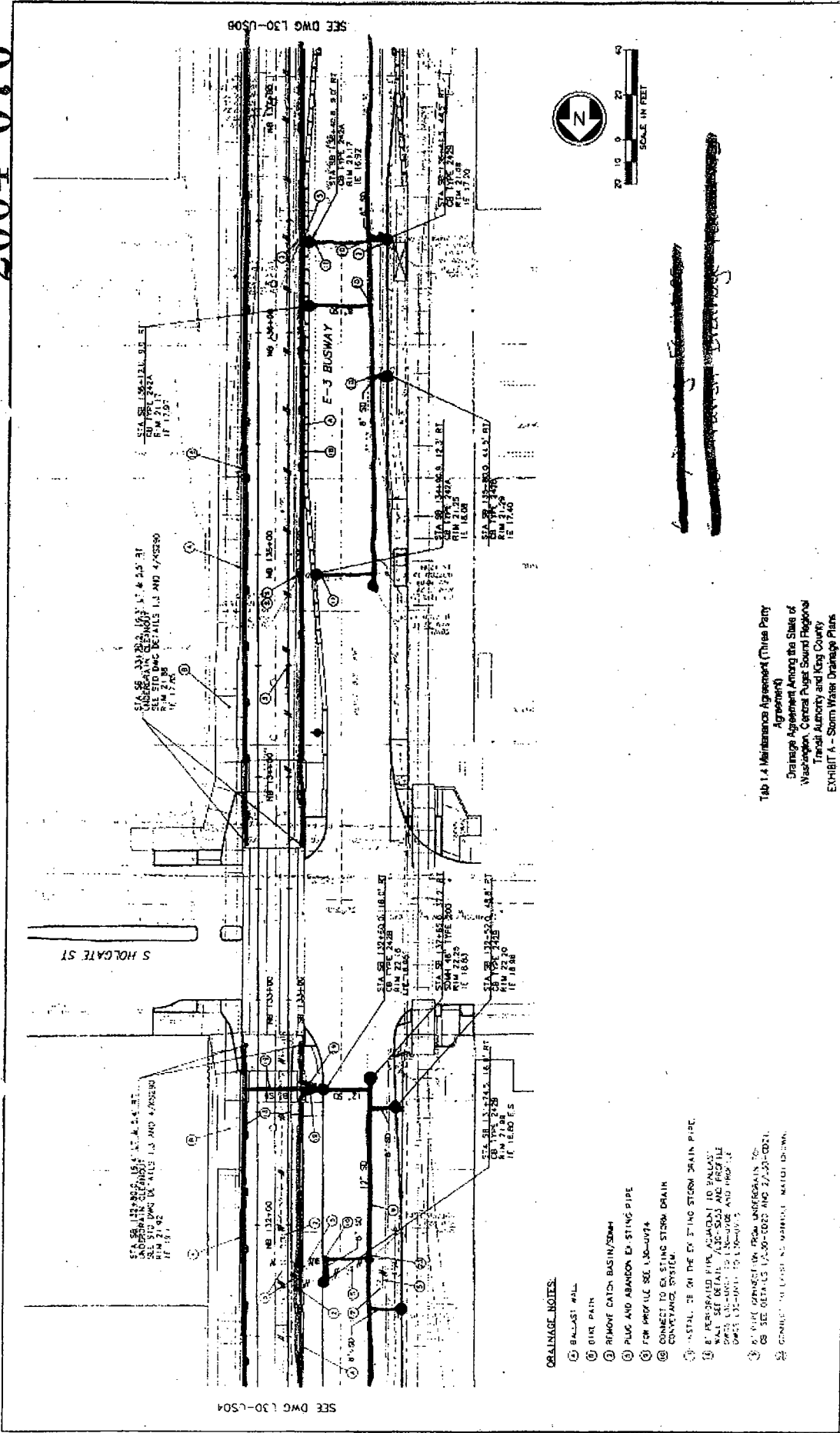
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- DRAINAGE NOTES:**
- 1 BALLAST #11
  - 2 BIRE PAIR
  - 3 REMOVE CATCH BASIN/SDM#
  - 4 PLUG AND ABANDON EX SITING PIPE
  - 5 FOR PROJ I/C SEE L30-0074
  - 6 CONNECT TO EXISTING STORM DRAIN CONFORMANCE SERVICE
  - 7 INSTALL 24" DI EX STING STORM DRAIN PIPE
  - 8 8" PERFORATED PIPE, 48" HIGH, 10' SPACING. SEE DETAIL 130-0003 AND 130-0004
  - 9 8" PIPE (W/FRANGE OR FROM UNIFRAN) TO: SEE DETAIL 130-0003 AND 130-0004
  - 10 CONNECT TO EXISTING MANHOLE MATCH LINE

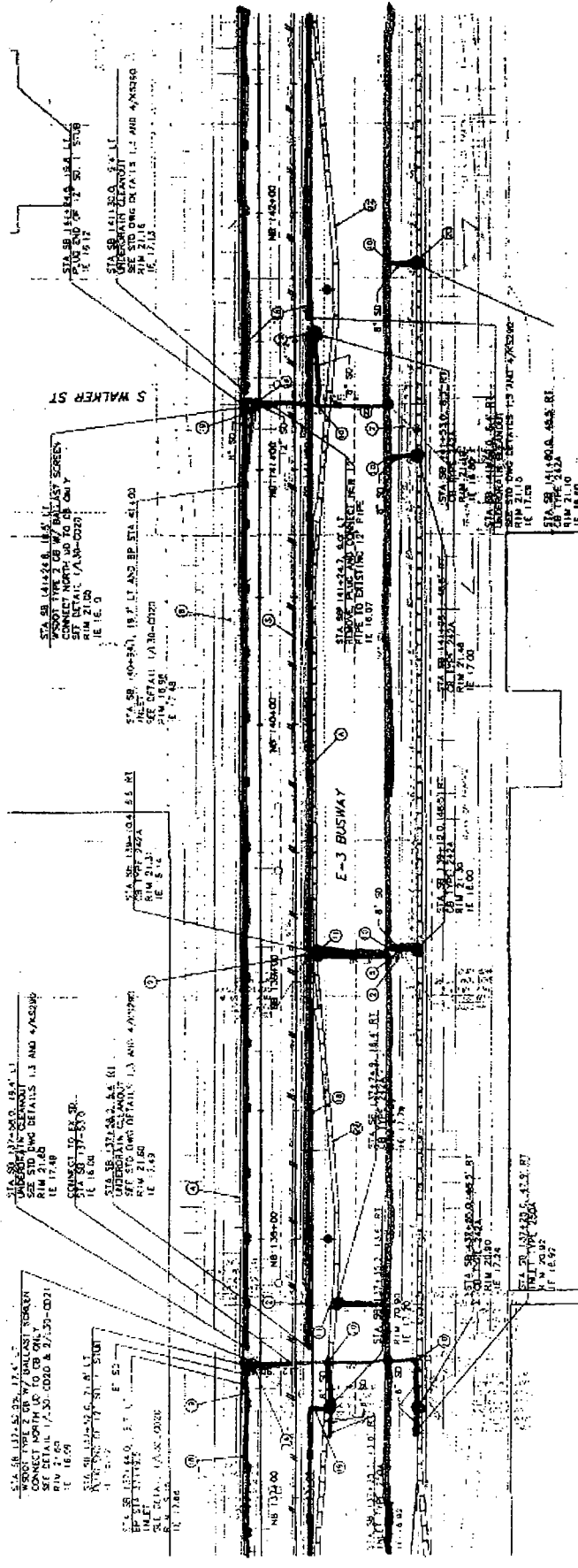
Tab 1.4 Maintenance Agreement (Three Party Agreement)  
 Drainage Agreement Among the State of Washington, Central Puget Sound Regional Transit Authority and King County  
 EXHIBIT A - Storm Water Drainage Plans

PROJECT BY: R. J. JONES J. J. JONES J. J. JONES J. J. JONES	PROJECT NO: 09-027-001	DATE: 09/22/09	SCALE: 1" = 20'	SHEET NO: 001	TOTAL SHEETS: 239
<b>City of Seattle</b> Mayor: M. Durkin City Manager: J. Durkin		<b>HUIT-ZOLIARS</b> President: J. Huit-Zoliar Vice President: J. Huit-Zoliar		<b>SOUND TRANSIT</b> President: J. Huit-Zoliar Vice President: J. Huit-Zoliar	
PROJECT NO: L30-0001 SHEET NO: 001 DATE: 09/22/09		PROJECT NO: L30-0001 SHEET NO: 001 DATE: 09/22/09		PROJECT NO: L30-0001 SHEET NO: 001 DATE: 09/22/09	

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SEE DWG L30-US07



**DRAINAGE NOTES:**

- 1 BALLAST WALL
- 2 PIPE RACK
- 3 REMOVE CATCH BASIN/SEWER
- 4 PUS AND ABANDON EXISTING PIPE
- 5 CHANGE TO EXISTING STORM DRAIN CONFORMANCE SYSTEM
- 6 INSTALL CO ON THE EXISTING STORM DRAIN PIPE
- 7 WSD IF ED WSDOT OR TYPE 2 WITH SELF-CLEANING TRAP AT E-SQUARE
- 8 IF PREVIOUS PIPE ABANDON TO CALL OUT WALL SEE DETAIL A-30-003 AND PROFILE DWG 20-0001 TO L30-0000 AND PROFILE DWG 20-0001 TO L30-0005
- 9 IF PLUS CONNECTION FROM UNDERDRAIN TO
- 10 REMOVE ALL EXISTING UNDERDRAIN TO THE SELF-CLEANING CATCH BASIN
- 11 SEE DRAWING NUMBER WITH DRAINAGE OPENINGS



SEE DWG L30-US06

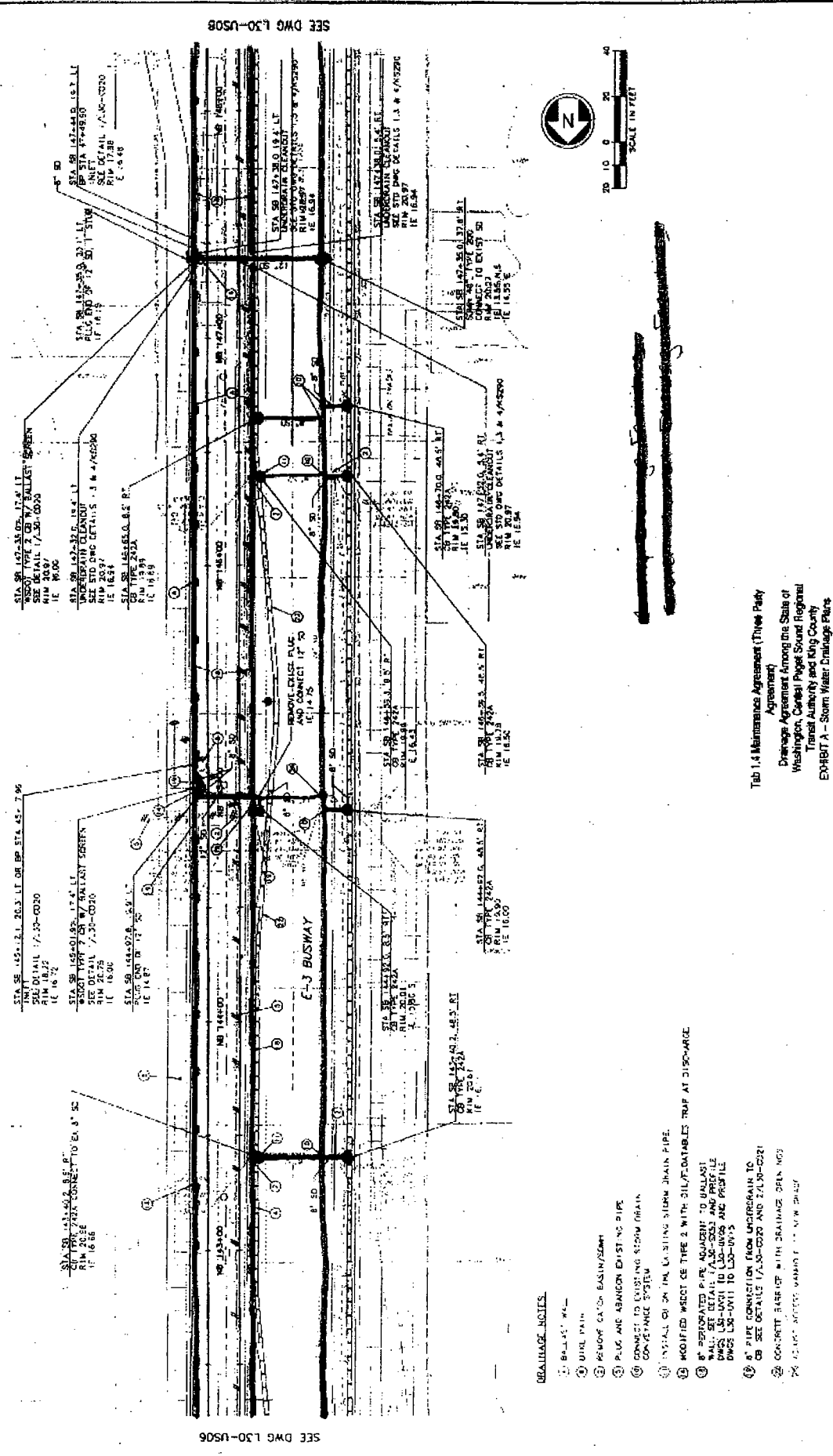
Tab 1.4 Maintenance Agreement (Three Party Agreement)  
 Drainage Agreement Among the State of Washington, Central Puget Sound Regional Transit Authority and King County  
 EXHIBIT A - Storm Water Drainage Plans

						<b>LINK LIGHT RAIL PROJECT</b> SOUTH CORRIDOR EXISTING AND PROPOSED SURFACE DRAINAGE PLAN STA 5B 1374+00 TO STA 5B 1424+00	
PROJECT NO. L30-US06	SHEET NO. 240	DATE 05/27/2013	DRAWN BY M. MITCHELL	CHECKED BY A. SYMONS	PROJECT MANAGER G. INGLE	DESIGNER M. MITCHELL	APPROVER A. SYMONS

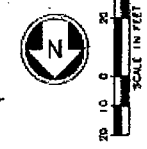
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- DRAINAGE NOTES.**
1. BELIEVED W/L
  2. UTIL. MAIN
  3. REMOVE CATCH BASIN/CHUB
  4. PLUG AND ABANDON EXISTING PIPE
  5. CONNECT TO EXISTING STORM DRAIN CONFORMANCE SYSTEM
  6. INSTALL ON OR IN EXISTING STORM DRAIN PIPE.
  7. MODIFIED WSDOT CE TYPE 2 WITH 24\"/>
  - 8. REFORCED PIPE ADJACENT TO UNLINED DRAINAGE STRUCTURE TO BE REPLACED WITH DWS L30-UV11 TO L30-UV15 AND PROFILE DWS L30-UV11 TO L30-UV15
  - 9. 8\"/>
  - 10. CONCRETE RABOUP WITH DRAINAGE OPENINGS 24\"/>



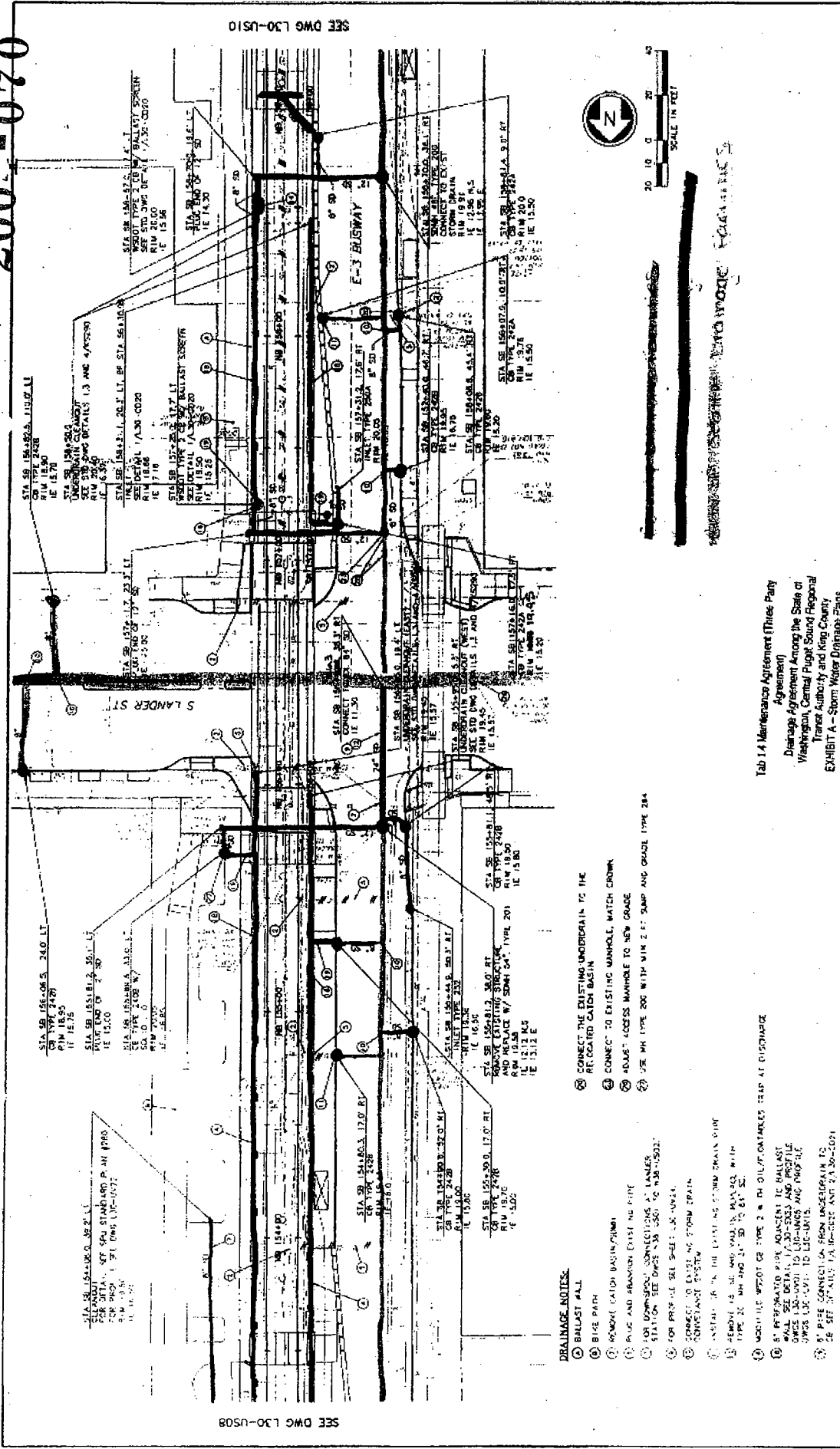
Tab 1.4 Maintenance Agreement (Third Party Agreement)  
 Drainage Agreement Among the State of Washington, Central Puget Sound Regional Transit Authority and King County  
 EXHIBIT A - Storm Water Drainage Plans

PROJECT NO. L30-0507	SHEET NO. 241	DATE 04/01/03	DRAWN BY A. S. V. 0105	CHECKED BY A. S. V. 0105	APPROVED BY A. S. V. 0105
CITY OF SEATTLE PROJECT NO. L30-0507 SHEET NO. 241		HUIT-ZOLARS CONSULTING ENGINEERS, INC. 1000 1ST AVENUE, SUITE 1000 SEATTLE, WA 98101 PHONE: (206) 464-1100 FAX: (206) 464-1101 WWW: HUITZOLARS.COM			

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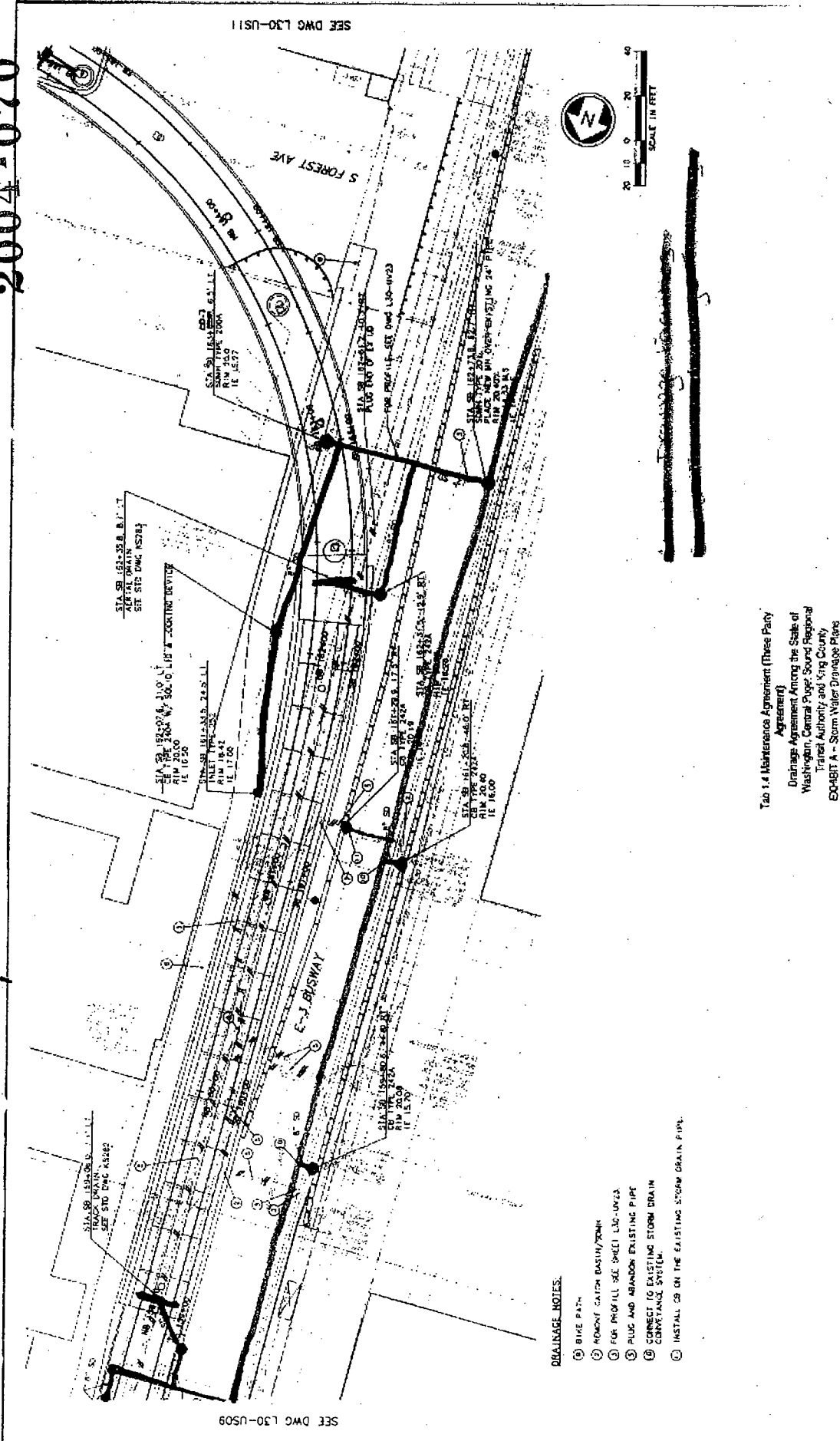


Tab 14 Maintenance Agreement (Three Party Agreement)  
 Drainage Agreement Among the State of Washington, Central Puget Sound Regional Transit Authority and King County  
 EXHIBIT A - Storm Water Drainage Plans

<p>City of Seattle</p>	<p>Prepared By: B. ADAMS</p> <p>Checked By: G. TRACY</p> <p>Drawn By: M. NUNALEY</p> <p>Approved By: A. SIMONSON</p>	<p>HUNT-ZOLARS                  Consulting Engineers, Inc.</p>	<p>SOUNDTRANSIT</p>	<p>Scale: 1"=20'</p> <p>Revision: L30-US08.DWG</p> <p>Project No: C 200</p> <p>Date: 09/27/02</p> <p>Sheet No: CA/01/72</p>	<p>Project: LINK LIGHT RAIL PROJECT SOUTH CORRIDOR</p> <p>Existing and Proposed Surface Drainage Plan</p> <p>STA 5B 153+00 TO STA 5B 159+00</p>
	<p>City of Seattle</p> <p>Project No: L30-US08</p> <p>Sheet No: CA/01/72</p>				

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SEE DWG L30-US11

SEE DWG L30-US09

**DRAINAGE NOTES:**

- 1 BIKE PATH
- 2 MONUMENT CATCH BASIN/TANK
- 3 FOR PROFILE SEE SHEET L30-UV23
- 4 PLUG AND ABANDON EXISTING PIPE
- 5 CONNECT TO EXISTING STORM DRAIN CONVENTIONAL SYSTEM
- 6 INSTALL CB ON THE EXISTING STORM DRAIN PIPE.



Tab 1.4 Maintenance Agreement (Three Party Agreement)  
 Drainage Agreement Among the State of Washington, Central Puget Sound Regional Transit Authority and King County  
 ECH-BT A - Storm Water Drainage Plans

						<b>LINK LIGHT RAIL PROJECT</b> <b>SOUTH CORRIDOR</b>		<b>L30-US10</b>	
PROJECT NO. DATE DRAWN BY CHECKED BY APPROVED BY	PROJECT NO. DATE DRAWN BY CHECKED BY APPROVED BY	PROJECT NO. DATE DRAWN BY CHECKED BY APPROVED BY	PROJECT NO. DATE DRAWN BY CHECKED BY APPROVED BY	PROJECT NO. DATE DRAWN BY CHECKED BY APPROVED BY	PROJECT NO. DATE DRAWN BY CHECKED BY APPROVED BY	PROJECT NO. DATE DRAWN BY CHECKED BY APPROVED BY	PROJECT NO. DATE DRAWN BY CHECKED BY APPROVED BY	PROJECT NO. DATE DRAWN BY CHECKED BY APPROVED BY	PROJECT NO. DATE DRAWN BY CHECKED BY APPROVED BY

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