

**AGREEMENT REGARDING AWPOW BETWEEN THE ALLIANCE FOR
PIONEER SQUARE, THE CITY OF SEATTLE, WSDOT, AND KING COUNTY**

RECITALS

A. The City of Seattle ("City") is the proponent of a series of contiguous projects, known as the Alaskan Way, Promenade, and Overlook Walk ("AWPOW") which are a series of public improvements extending from south of S. King Street on the south to Battery Street on the north, generally along Seattle's waterfront and including Alaskan Way.

B. The City is the lead agency for AWPOW, and in that capacity has issued a Final Environmental Impact Statement ("FEIS") on AWPOW dated October 31, 2016.

C. The City intends to pay for AWPOW through several sources of funding, one of which is a local improvement district ("LID"), through which it expects to raise up to \$200 million from parties whose property receives "special benefit" from AWPOW.

D. Alliance for Pioneer Square ("Alliance") is a nonprofit organization leading the revitalization of Pioneer Square Historic District ("Pioneer Square"). It has filed an appeal of the adequacy of the FEIS to the City Hearing Examiner, contending that the FEIS is inadequate to meet the City's responsibilities under RCW ch. 43.21.C ("SEPA") on multiple grounds.

E. The Washington State Department of Transportation ("WSDOT") has intervened in the appeal of the FEIS to the Hearing Examiner. It is interested in AWPOW because Alaskan Way south of Colman Dock serves as State Route 519, provides access to the Seattle Ferry Terminal at Colman Dock, which is a WSDOT facility, and serves as one of two north-south freight routes through Seattle. In addition, WSDOT owns the property proposed as the location for the "Habitat Bench." WSDOT has also relied on the FEIS to sign Amendment No. 11 to GCB 1308, and has published a Notice of Action under SEPA of the signing of Amendment No. 11 to GCB 1308 ("Amendment 11"), relying on the FEIS for its compliance with SEPA in signing Amendment 11. Alliance has filed an action in King County Superior Court, Case No. 17-2-01514-8 SEA, challenging the validity of the State's action as described in the Notice of Action issued on December 21, 2016.

F. King County ("County") has intervened in the appeal of the FEIS to the Hearing Examiner. County has assumed the duties of the Metropolitan Municipal Corporation under RCW ch. 35.58, and operates bus transit service ("Metro") throughout King County. AWPOW includes the addition of two dedicated lanes for buses on Alaskan Way south of Columbia Street, on which Metro intends to run approximately 600 buses per day once the Alaskan Way Viaduct is removed. The combination of those transit lanes and turning lanes for vehicles waiting to

enter Colman Dock will result in Alaskan Way being between seven and eight lanes wide south of Yesler Way, adjacent to Pioneer Square.

G. City, WSDOT and County deny that the FEIS is inadequate. Without admitting any of the contentions of Alliance in its appeal to the Hearing Examiner, City, WSDOT and County are willing to take the following actions and make the following commitments, in consideration for Alliance dismissing its appeal of the adequacy of the FEIS before the Hearing Examiner and the suit challenging the validity of the State's actions described in WSDOT's Notice of Action and agreeing not to file any additional appeals related to AWPOW.

H. Sound Transit is currently in the process of designing and implementing a group of projects known as "ST 3." One component of ST 3 is extension of Link Light Rail to West Seattle. When the extension of Link Light Rail to the Alaska Junction Station in West Seattle is completed and open to service, Metro expects that its need to operate buses on Alaskan Way and Columbia Street west of Third Avenue will be significantly reduced.

I. The Port of Seattle, while not a party to this Agreement, is providing funding for the Alaskan Way Viaduct Replacement Program, which includes the improvements to Alaskan Way that are being constructed as part of AWPOW, pursuant to an agreement executed on August 27, 2013. Under this agreement, WSDOT has committed to ensuring that the Alaskan Way Viaduct Replacement Program will be designed and constructed to facilitate efficient movement of freight and other traffic on the west corridors of the Seattle transportation system between the Duwamish Waterway and the Ballard-Interbay neighborhoods.

J. The Alliance, the City, WSDOT and County (the Parties) are entering into this Agreement to fully resolve any dispute over the adequacy of the AWPOW FEIS.

AGREEMENT

I. Construction Mitigation and Immediate Changes to AWPOW

1. The City and the State agree to allow public access to the "Habitat Bench" as generally depicted in Figure 2-3 of the FEIS in accordance with a construction easement and future lease agreement between the City and State. Access will be available to members of the public during operating hours established by the Seattle Department of Parks and Recreation, through a gate that will be built as part of the Habitat Bench immediately north of the Washington Street Boat Landing depicted on Figure 2-3 of the FEIS. The City will be responsible for maintaining public access to the Habitat Bench. The City and the State will negotiate the timing and responsibility for construction of the Habitat Bench, but agree to make it accessible to the public by the end of 2022. "Operating hours" for the Habitat Bench will generally be the same as for other city parks for which the Seattle Department of Parks and Recreation establishes operating hours and hours

of closure, but not less than sunrise to sunset. The City and State, in collaboration with the Alliance, agree to work together to establish an operating plan for the Habitat Bench, which must meet the Seattle Ferry Terminal's public safety and security requirements, and that will address operating hours and other considerations.

The City, State, and Alliance further agree that public access to the Habitat Bench will not cause the Habitat Bench to be treated as a public recreational facility for the purposes of section 4(f) of the Transportation Act, 23 U.S.C. §138, and that the Habitat Bench will be developed as a joint development, as set out in 23 C.F.R. §774.11(i).

2. The City will increase funding for east/west connections in Pioneer Square from approximately \$12M to a total of \$20M. The Parties recognize that the future source of this additional funding will be the proposed Waterfront LID, which will be subject to more review and input from stakeholders in Pioneer Square and elsewhere in Center City and will require approval of the Seattle City Council. The additional funding will be used to implement pedestrian improvements, of like kind to those planned for S. Washington Street and S. Main Street and described in Section 2.3.4 of the FEIS, to Yesler Way, S. Main Street, S. Washington Street and S. King Street, and will extend from Alaskan Way to Second Avenue, to the extent feasible. The City and Alliance, with input from the neighborhood stakeholders, will collaboratively analyze on a block by block basis how to best leverage city dollars with planned private investment so as to maximize the benefit of those street improvements to Pioneer Square as a whole. The City and Alliance acknowledge that historic preservation requirements related to the preservation/reconstruction of areaways could significantly add to the cost of these improvements and will work together to address that issue.

3. Beginning 6 months prior to the anticipated start of waterfront construction until the end of significant construction of AWPOW, City will pay to Alliance \$75,000 annually, pro-rated as appropriate, to allow Alliance to fulfill construction coordination and communication functions in collaboration with public partners. The Alliance will provide status reports at reasonable intervals and containing relevant information, as agreed to by the Alliance and the City and memorialized in a memorandum of agreement. This support is intended to ensure an effective interface between the City, WSDOT and County, on the one hand, and property owners and tenants within Pioneer Square, on the other hand, to help ensure that construction of AWPOW does not render properties within Pioneer Square inaccessible or uninhabitable for their usual purposes, and to minimize the construction impacts on owners and tenants and their customers within Pioneer Square. For purposes of this Section I.3 and Section I.4, below, the "end of significant construction" shall be the date on which all construction of Alaskan Way and the east/west connections improvements described in Section I.2 above has been completed (other than improvements which based on the process in Section I.2 the Parties decide will be implemented by adjacent private properties), and all restrictions on any streets within Pioneer Square due to construction of AWPOW have been eliminated.

4. From the start of waterfront construction until the end of significant construction of AWPOW, the City and State will fund the extension of existing low-rate parking agreements with off-street parking operators at the First and Columbia and Butler Garages that acquire the right for short-term parkers to park off-street at the City's on-street parking rate. The City, State, and Alliance recognize that meeting this commitment is contingent on reaching reasonable terms with these parking operators generally consistent with existing low-rate parking agreements. For purposes of this provision, "short term" parking is parking for 4 hours or less.

5. Until ST 3 reaches the Alaska Junction Station (or if final design changes the plan as presented to voters in 2016, to the nearest station to what was shown as the Alaska Junction Station in 2016), Metro estimates that it will operate not more than 650 buses per day on Alaskan Way south of Columbia Street, provided, however, that when the City of Seattle has completed the Lander Street Overpass, the Parties and other stakeholders, including the Port of Seattle, will convene to review travel time and reliability data since the opening of the SR 519/Alaskan Way surface street as part of AWPOW. This data will be used to look for possible opportunities for route adjustments and improvements and the Parties may make recommendations to the County Executive, Mayor, and City Council. Any route adjustment or improvements will be subject to King County Code Section 28.94.020 as currently adopted or hereafter amended.

II. Final Conditions

1. When the extension of Sound Transit Light Rail to the West Seattle Alaska Junction Station (or, if final design changes the plan as presented to voters in 2016, to the nearest station to what was shown as the Alaska Junction Station in 2016) is completed and open to service, Metro will, subject to King County Code Section 28.94.020 as currently adopted or hereafter amended, reduce bus volumes on Alaskan Way south of Columbia Street and on Columbia Street, west of Third Avenue, to not more than 195 buses per day, or 30% of the currently estimated total of 650 trips per day. Upon commencement of the Sound Transit Light Rail operations to West Seattle, the Parties and other stakeholders, including the Port of Seattle, will convene to evaluate the corridor's overall function along with the location of bus stops and signage, along the SR 519/Alaskan Way surface street and Columbia Street, and may make recommendations to the appropriate governing bodies or executives regarding opportunities for adjustments and improvements.

2. Within fifteen (15) months of the opening of the Alaska Junction Station of Sound Transit Light Rail service to West Seattle, the City will retrofit SR 519/Alaskan Way between Yesler Way and South King Street to narrow Alaskan Way by eliminating the transit lane on each side of Alaskan Way, and converting the area of the former transit lane to sidewalks, landscaping, and on-street parking identified in the FEIS or other uses (Alaskan Way Retrofit), subject to approval by WSDOT for the sections of the roadway that are within the SR 519 right-of-way, and taking into account the recommendations made under paragraph II.1. The Alaskan Way retrofit shall generally conform to the "Future 2030 5/6 Lane Configuration" shown on two

sets of plans titled "Southend Alaskan Way 2030 Narrowing Concept," attached hereto as Exhibit A. The Alaskan Way Retrofit will be funded by the City and will require final budget authorization by the Seattle City Council for the Alaskan Way Retrofit at that time. The Alliance, the State, and the City will review the planned placement of street trees on the east and west side of Alaskan Way as part of AWPOW to ensure they do not conflict with this commitment. Beginning up to 5 years prior to the scheduled opening of Sound Transit Light Rail service to West Seattle, the City will work with WSDOT, the Port of Seattle, the Alliance, and Pioneer Square property owners and tenants on the design of the final configuration of Alaskan Way, generally consistent with the final configuration shown on Exhibit A.

3. Once the Alaskan Way Retrofit described in Section I.2 above is completed, and taking into account the recommendations from Section II.1, the City will allow general purpose traffic movement on Columbia Street in both directions, between Alaskan Way and Third Avenue, to facilitate local access and will maximize opportunities to restore parking, loading and building access that were reduced as part of changes directing Metro buses onto Columbia Street.

III. Effective Date and Dismissal of Appeals of FEIS

1. This "Agreement Regarding AWPOW" ("Agreement") will be ratified by ordinances passed by the Seattle City Council and signed by the Mayor of Seattle, and by the King County Council and signed by the King County Executive. The form of the ordinances will be approved by the Seattle City Attorney, the King County Prosecuting Attorney's Office and counsel for Alliance prior to their adoption. The Effective Date of this Agreement will be the date when the last of the actions required by this Section III.1 has occurred.

2. From the date this Agreement is signed by all Parties until the Effective Date, all proceedings before the Seattle Hearing Examiner or in Superior Court will be stayed. Within two business days following the Effective Date of the Agreement, Alliance will move to dismiss its appeal to the City Hearing Examiner of the adequacy of the FEIS, and will move to dismiss King County Cause No. 17-2-01514-8 SEA.

IV. SEPA Compliance

1. Alliance stipulates and agrees that so long as the LID, if formed, includes the funding and improvements generally described in Section I.2, above, the Alliance will support having costs associated with implementing those provisions included in the LID, and work with other Center City stakeholders to advocate for their inclusion in the LID.

2. Alliance stipulates and agrees that the changes in AWPOW called for by this Agreement, including the additional investments in east/west connections called for in Section I.2 above, will

have no significant adverse impact on the environment and that it will take no steps to challenge any amendment to AWPOW that is consistent with this Agreement based on SEPA.

V. Miscellaneous Provisions

1. This Agreement may be signed in counterparts.
2. This Agreement may be amended by the Parties so long as all Parties agree to the amendment in writing.
3. Nothing in this agreement supersedes WSDOT's responsibilities under state law, including Title 47 RCW. If any portion of this Agreement is found to be invalid or unenforceable, the remainder shall be valid and enforceable so long as the overall purpose of the Agreement can be achieved.
4. The Parties agree that they will comply with their obligations under this Agreement. Should any party fail to comply with their obligations, the others will have no adequate remedy in damages and will be entitled to an injunction enforcing this Agreement.
5. Alliance agrees that it will not file any local, state, or federal administrative appeal, state or federal judicial appeal, or any appeal or lawsuit of any other kind challenging any governmental permit or approval related to AWPOW, unless there is substantial modification to AWPOW as it is currently proposed and described herein. The parties agree to negotiate in good faith to amend the terms of this Agreement, as needed, to address any issues related to any substantial modification. Any opposition, shall be limited to the impacts associated with any substantial modification. For purposes of this paragraph, "substantial modification" does not include modifications reasonably required or necessary to implement the purposes of this Agreement. Notwithstanding the foregoing, Alliance shall be entitled to take any administrative or legal action it deems appropriate or necessary to enforce the terms of this Agreement.

Agreed:

ALLIANCE FOR PIONEER SQUARE

By Leslie G. Smith
Its Executive Director

CITY OF SEATTLE

By Marshall Foster
Its Director of the Office of the Waterfront

By Scott Kubly
Its Director of Transportation

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

By Linea Laird
Its Chief Engineer

As to form by

Deborah L. Cade
Assistant Attorney General

KING COUNTY



By Harold Taniguchi
Its Director of Transportation

EXHIBIT A:

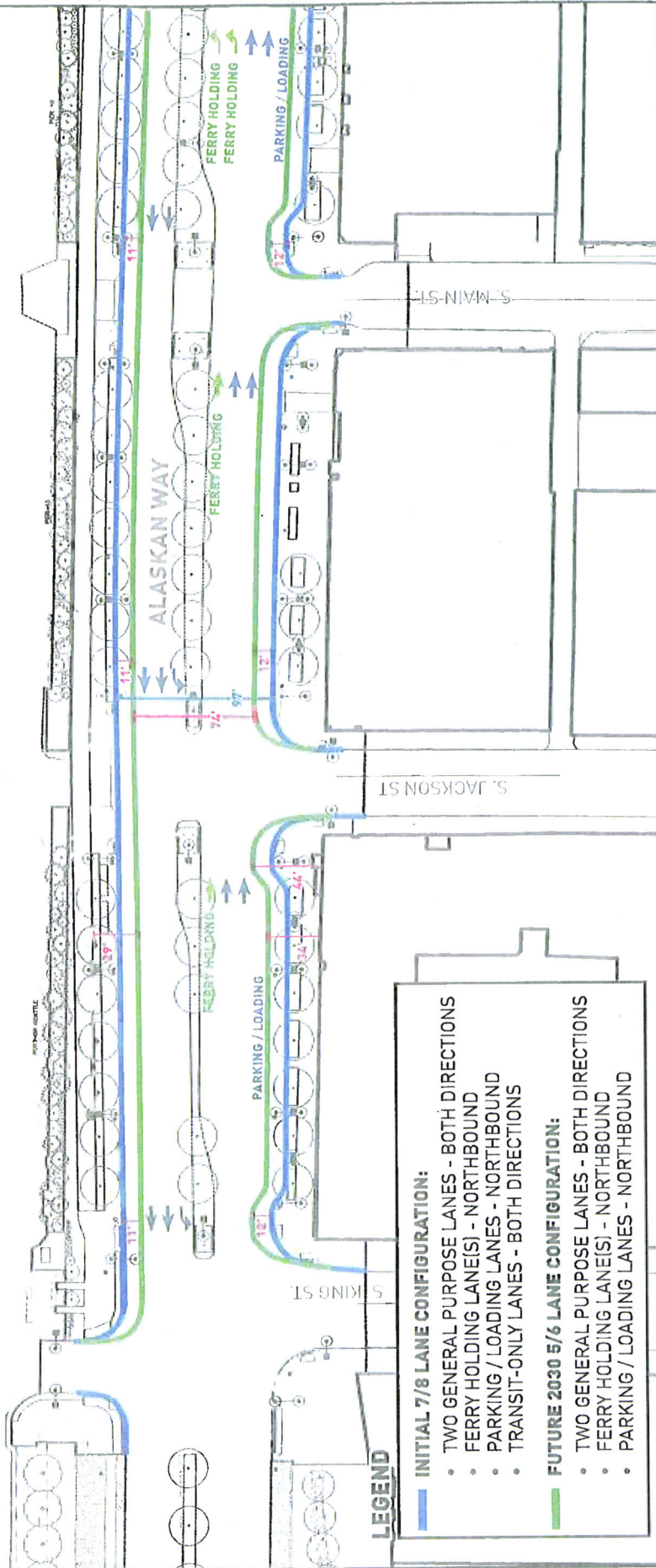
SOUTHEND ALASKAN WAY:
2030 NARROWING CONCEPT

FEB 2017

KING ST. to MAIN ST.

PORT OF SEATTLE
T 46

PORT OF SEATTLE
PIER 48



LEGEND

- INITIAL 7/8 LANE CONFIGURATION:**
- TWO GENERAL PURPOSE LANES - BOTH DIRECTIONS
 - FERRY HOLDING LANE(S) - NORTHBOUND
 - PARKING / LOADING LANES - NORTHBOUND
 - TRANSIT-ONLY LANES - BOTH DIRECTIONS
- FUTURE 2030 5/6 LANE CONFIGURATION:**
- TWO GENERAL PURPOSE LANES - BOTH DIRECTIONS
 - FERRY HOLDING LANE(S) - NORTHBOUND
 - PARKING / LOADING LANES - NORTHBOUND

