

ATTACHMENT A

TO THE PROPOSED ORDINANCE FOR RYERSON BASE

THE EXCHANGE AGREEMENT

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
PO Box 47338
Olympia, WA 98504-7338

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE

Document Title: Exchange Agreement
Reference Number of Related Documents:
Grantor(s):
Grantee(s): State of Washington, Department of Transportation
Legal Description:
Additional Legal Description is on Page of Document.
Assessor's Tax Parcel Number:

EXCHANGE AGREEMENT

State Route

This EXCHANGE AGREEMENT is made and entered into by and between the State of Washington, Department of Transportation, hereinafter referred to as the "State", and King County, a municipal corporation and political subdivision, hereinafter referred to as the "County":

WITNESSETH:

WHEREAS, on May 29, 2009 the State and the County entered into Memorandum of Agreement (MOA) that provides that the State and the County shall exchange respective real property interests.

WHEREAS, on the date provided for in this Exchange Agreement, the County shall execute and deliver to the State a Quit Claim Deed (Quit Claim Deed) which conveys to the State the County Exchange Property (as defined in the MOA) located in King County, State of

RES-322
KCM Final 05 29 09
Exhibit C to MOA

Page 1 of () Pages

FA No.
Project No.
Parcel No.

EXCHANGE AGREEMENT

Washington. A copy of the Quit Claim Deed is attached hereto as Annex 1 and made a part hereof;

WHEREAS, on the date provided for in this Exchange Agreement, the State shall execute and deliver to the County a Quit Claim Deed (State Quit Claim Deed), which conveys to the County the Surplus Property (as defined in the MOA) located in King County, State of Washington. A copy of the State Quit Claim Deed is attached hereto as Annex 2 and made a part hereof;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, it is agreed that:

1. The Quit Claim Deed and the State's Quit Claim of even date with this Exchange Agreement, are expressly incorporated in and by this reference made a part of this Exchange Agreement.
2. The State and the County shall exchange the above deeds on or before August 31, 2010, unless the Parties otherwise agree.

It is understood and agreed that delivery of this Exchange Agreement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Transportation by the Headquarters Real Estate Services Manager.

RES-322
KCM Final 05 29 09
Exhibit C to MOA

Page 2 of (4) Pages

Parcel No.

EXCHANGE AGREEMENT

Dated: _____

King County, a political subdivision
of the State of Washington

X: _____

By:
King County Executive

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____
Mike Palazzo, Headquarters
Real Estate Services Manager

Date: _____

Acknowledgment

RES-322
KCM Final 05 29 09
Exhibit C to MOA

EXCHANGE AGREEMENT

Attach Annex 1 and Annex 2

[INSERT EXHIBITS D & E FROM MOA]

Grantor's Initials

KCM Final 05 29 09
Exhibit C to MOA

Page 4 of (4) Pages

Parcel No.

ANNEX 1

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
PO Box 47338
Olympia, WA 98504-7338

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE

Document Title: Quitclaim Deed and Permanent Easement
Reference Number of Related Documents: N/A
Grantor(s): King County, a political subdivision of the State of Washington
Grantee(s): State of Washington, Department of Transportation
Legal Description: Ptn Parcels A & B, Lot Boundary Adjustment No. 2302861, Rec. No. 2004039900005
Additional Legal Description is on Page 4-8 of Document.
Assessor's Tax Parcel Number: 766620-4685

QUITCLAIM DEED AND PERMANENT EASEMENT

State Route 90, 4th Ave. S. to Airport Way S.

The Grantor, King County, a political subdivision of the State of Washington, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby conveys and quitclaims to the **State of Washington, Department of Transportation**, the following described real property, and any after acquired interest therein, situated in King County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

For Legal Descriptions and Additional Conditions
See Exhibits A, B, C, and D, attached hereto and made a part hereof.

Subject to all existing encumbrances, including easement, restrictions and reservations, if any

It is understood and agreed that delivery of this document is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington

QUITCLAIM DEED AND EASEMENT

unless and until accepted and approved hereon in writing for the State of Washington,
Department of Transportation, by the Headquarters Real Estate Services Manager.

Date: _____, 20____

OWNER:

King County, a political subdivision
of the State of Washington

By: _____

STATE OF WASHINGTON
Department of Transportation

By: _____

Mike Palazzo, Headquarters
Real Estate Services Manager

Date: _____

Approved As To Form

Assistant Attorney General

QUITCLAIM DEED AND EASEMENT

EXHIBIT A

RIGHTS CONVEYED IN FEE
(SR 519 West Pier Bridge Foundation)

All that portion of the hereinafter described PARCEL R lying within the following described tract of land:

Beginning at a point opposite Highway Engineer's Station (herein after referred to as HES) EB B-2 20+92.00 on the EB B-2 line survey of SR 90, 4th Ave. S. to Airport Way S., and 98.95 feet southerly therefrom; thence northerly to a point opposite HES EB B-2 20+82.52 on said line survey and 64.64 feet southerly therefrom; thence westerly to a point opposite HES EB B-2 20+70.97 on said line survey and 69.27 feet southerly therefrom; thence southerly, to a point opposite HES EB B-2 20+81.07 on said EB E-2 line survey and 103.29 feet southerly therefrom; thence easterly to the point of beginning.

PARCEL R, referenced above is described as follows, to wit:

Parcels A and B, City of Seattle Lot Boundary Adjustment No. 2302861, recorded under Recording Number 20040309900005, said Lot Boundary Adjustment being a portion of Blocks 280 and 281, Seattle Tide Lands, as shown on the official maps thereof on file in the office of Commissioner of Public Lands in Olympia, Washington; EXCEPT that portion conveyed to the State of Washington by Quit Claim Deeds recorded under Recording Numbers 20031230001854 and 20040818001754.

The specific details concerning all of which are to be found on Sheet 3 of 6 of that certain plan entitled, SR 90, 4th Ave. S. to Airport Way S., now of record and on file in the office of the Secretary of Transportation at Olympia, WA and bearing the date of approval May 27, 2005, revised March 5, 2009.

QUITCLAIM DEED AND EASEMENT

EXHIBIT B

RIGHTS CONVEYED IN FEE (AIRSPACE CORRIDOR)

All that portion of the hereinafter described PARCEL R lying above a plane of elevation of 39.0 feet based on the vertical datum of NAVD-88, and lying within the following described tract:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB B-2 20+49.59 on the EB B-2 line survey of SR 90, 4th Ave. S. to Airport Way S., and 86.94 feet southerly therefrom;
thence northeasterly, along a curve to the right having a radius of 434.50 feet and an arc distance of 75.30 feet to a point opposite HES EB B-2 21+02.11 on said line survey and 41.17 feet southerly therefrom;
thence northeasterly to a point opposite HES EB B-2 21+10.83 on said line survey and 36.00 feet southerly therefrom;
thence southeasterly, parallel to said line survey, along a curve to the left having a radius of 501.00 feet and an arc distance of 122.21 feet to a point opposite HES EB B-2 22+24.26 and 36.00 feet southerly therefrom;
thence easterly to a point opposite HES EB B-2 22+41.72 on said line survey and 36.11 feet southerly therefrom;
thence southwesterly to a point opposite HES EB B-2 21+26.35 on said line survey and 78.83 feet southerly therefrom;
thence southwesterly, along a curve to the left having a radius of 388.50 feet and an arc distance of 94.88 feet to a point opposite HES EB B-2 20+64.09 on said line survey and 134.69 feet southerly therefrom;
thence northerly to the POINT OF BEGINNING.
EXCEPTING therefrom the hereinabove described tract of land, referred to as the "SR 519 West Pier Bridge Foundation" (Exhibit A).

PARCEL R, referenced above is described as follows, to wit:

Parcels A and B, City of Seattle Lot Boundary Adjustment No. 2302861, recorded under Recording Number 20040309900005, said Lot Boundary Adjustment being a portion of Blocks 280 and 281, Seattle Tide Lands, as shown on the official maps thereof on file in the office of Commissioner of Public Lands in Olympia, Washington;

QUITCLAIM DEED AND EASEMENT

EXCEPT that portion conveyed to the State of Washington by Quit Claim Deeds recorded under Recording Numbers 20031230001854 and 20040818001754.

The Grantor also conveys and grants to the State of Washington all rights of ingress and egress (including all existing, future, or potential easements of access, light, view, and air) to from and between 4th Ave, from HES EB B-2 20+30.90, SR 90, 4th Ave. S. to Airport Way S., South to HES 4th Ave 78+38.00 L/A, SR 519, Eastbound: Kingdome Vicinity and SR 90 Connection and the remainder of Parcel "R".

EXCEPT that traffic movement and access to and from city streets will be permitted under the highway structure as clearance permits between HES EB B-2 15+00 and HES B-2 32+17 of said highway.

The Grantor covenants that its use of the portion of Parcel R lying underneath the Airspace Corridor will be subject to the conditions contained in Exhibit D to this deed.

The specific details concerning all of which are to be found on Sheet 3 of 6 of that certain plan entitled, SR 90, 4th Ave. S. to Airport Way S., now of record and on file in the office of the Secretary of Transportation at Olympia, WA and bearing the date of approval May 27, 2005, revised March 5, 2009 and Sheet 3 of 4 of that certain plan entitled, SR 519, Eastbound: Kingdome Vicinity and SR 90 connection and bearing the date of approval September 4, 1998.

QUITCLAIM DEED AND EASEMENT

EXHIBIT C

PERMANENT EASEMENT RIGHTS CONVEYED (under the elevated airspace corridor)

Purpose: The State shall have the right under this easement to access under the highway structure to construct, inspect, maintain, and repair the structure, appurtenances, and/or right of way.

All that portion of the hereinafter described PARCEL R lying below a plane of elevation of 39.0 feet based on the vertical datum of NAVD-88, and lying within the following described tract:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB B-2 20+49.59 on the EB B-2 line survey of SR 90, 4th Ave. S. to Airport Way S., and 86.94 feet southerly therefrom;
thence northeasterly, along a curve to the right having a radius of 434.50 feet and an arc distance of 75.30 feet to a point opposite HES EB B-2 21+02.11 on said line survey and 41.17 feet southerly therefrom;
thence northeasterly to a point opposite HES EB B-2 21+10.83 on said line survey and 36.00 feet southerly therefrom;
thence southeasterly, parallel to said line survey, along a curve to the left having a radius of 501.00 feet and an arc distance of 122.21 feet to a point opposite HES EB B-2 22+24.26 and 36.00 feet southerly therefrom;
thence easterly to a point opposite HES EB B-2 22+41.72 on said line survey and 36.11 feet southerly therefrom;
thence southwesterly to a point opposite HES EB B-2 21+26.35 on said line survey and 78.83 feet southerly therefrom;
thence southwesterly, along a curve to the left having a radius of 388.50 feet and an arc distance of 94.88 feet to a point opposite HES EB B-2 20+64.09 on said line survey and 134.69 feet southerly therefrom;
thence northerly to the POINT OF BEGINNING.

EXCEPTING therefrom the hereinabove described tract of land, referred to as the "SR 519 West Pier Bridge Foundation", (Exhibit A)

QUITCLAIM DEED AND EASEMENT

PARCEL R, referenced above is described as follows, to wit:

Parcels A and B, City of Seattle Lot Boundary Adjustment No. 2302861, recorded under Recording Number 20040309900005, said Lot Boundary Adjustment being a portion of Blocks 280 and 281, Seattle Tide Lands, as shown on the official maps thereof on file in the office of Commissioner of Public Lands in Olympia, Washington;
EXCEPT that portion conveyed to the State of Washington by Quit Claim Deeds recorded under Recording Numbers 20031230001854 and 20040818001754.

EXCEPT that Traffic movement and access to and from city streets will be permitted under the highway structure as clearance permits between HES EB B-2 15+00 and HES B-2 32+17 of said highway.

The Grantee covenants that its use of the portion of Parcel R lying underneath the Airspace Corridor will be subject to the conditions contained in Exhibit D to this deed.

The specific details concerning all of which are to be found on Sheet 3 of 6 of that certain plan entitled, SR 90, 4th Ave. S. to Airport Way S., now of record and on file in the office of the Secretary of Transportation at Olympia, WA and bearing the date of approval May 27, 2005, revised March 5, 2009.

QUITCLAIM DEED AND EASEMENT

EXHIBIT D

1. Grantee shall have full control and authority over the design, construction, reconstruction, operation, and maintenance of the SR 519 West Pier Bridge Foundation, columns, and the elevated highway structure (Highway Structure).

2. No excavation shall be allowed within eight (8) feet of the perimeter of the SR 519 West Pier Bridge Foundation; except as deemed necessary by Grantor to maintain and repair pavement, facilities and/or utilities (sometimes "Grantor owned facilities"). The Grantor shall furnish to the Grantee plans for the maintenance and repair of pavement in a work plan submitted to the Grantee no less than 45 days prior to the work, except for emergency situations as provided for in Section 6 herein. The Grantor shall secure the Grantee's written approval of the work plan prior to proceeding, which approval shall not be unreasonably withheld. Grantee shall use its best efforts to provide said approval within fifteen (15) days of submittal of said plans. In the event the Grantor wants to install new pavement, facilities and/or utilities within eight (8) feet of the SR 519 West Pier Bridge Foundation, Grantor will submit the plans and specifications to the Grantee for prior review and written approval by the Grantee, said approval shall not be unreasonably withheld.

3. No flammable liquids or explosives shall be stored or parked in the land and airspace lying directly below the elevated highway structure. In the event that such flammable liquids or explosives are stored or parked within said area, Grantee has the right, without any notice to the Grantor, to tow away or have towed away or remove said flammable liquids or explosives and expense incurred for such towing, removal and/or storage will be paid by the Grantor. Provided that nothing herein shall be deemed to prohibit the parking of transit buses or other transit vehicles below the elevated highway structure.

4. Grantor hereby covenants and agrees that any future improvements constructed by the Grantor on the property described on Exhibits A, B, and C lying within the SR 519 highway right of way will not at any time during or after construction damage or adversely affect, in any way, part, or element of the SR 519 highway facility or operations thereof. The Grantee shall be furnished with copies of all plans and specifications for the proposed improvements on said property and no work shall be done without the Grantee having approved in writing such plans and specifications, said approval shall not be unreasonably withheld. The Grantee has the right to inspect any excavation and/or construction work as it progresses and to take any action necessary, including stopping of said work or requiring that additional work be done to insure observation of previously approved plans and specifications as set out

QUITCLAIM DEED AND EASEMENT

heretofore. No attachments, drilling or welding will be permitted to any portion of the elevated highway structure, columns, piers, or footings.

5. Any facility proposed for construction shall be fire resistant in accordance with the provisions of the local applicable building codes found to be acceptable by the Grantee. Any proposals involving the construction of improvements must be approved by the State Fire Marshall.

6. In the event emergency conditions require the immediate repair or restoration of the Grantee owned facilities, the Grantee shall inform the Grantor as soon as possible that such repair is in progress, about to occur, or has occurred. The Grantee and Grantor may agree to other procedures in the event of an emergency. The Grantee agrees to restore the Grantor's structures, grading, landscaping and other improvements, to the extent damaged by the entry, repairs or restoration of the Grantee owned facilities, to at least as good a condition as such structures, grading, landscaping and other improvements, were in immediately prior to Grantee's commencement of work.

7. Except as provided in section 1 and 6 above, the Grantor shall perform or cause to be performed, at its expense, all maintenance of the land and airspace lying directly below the Highway Structure.

ANNEX 2

AFTER RECORDING RETURN TO:

ATTN: REAL ESTATE SERVICES
DEPARTMENT OF TRANSPORTATION
P.O. BOX 4 7338
OLYMPIA, WA 98504-7338

Document Title: Quitclaim Deed
Reference Number of Related Document: N/A
Grantor(s): State of Washington
Grantee(s): King County
Legal Description: Ptn Blocks 280 and 281 Seattle Tide Lands
Additional Legal Description is on Page 4 & 5 of document
Assessor's Tax Parcel Number: Not applicable, public road

QUITCLAIM DEED

State Route 90, 4th Ave. S. to Airport Way S.

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF WASHINGTON, Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other good and valuable consideration, hereby conveys and quitclaims unto KING COUNTY, a political subdivision of the State of Washington, Grantee, all right, title, and interest under the jurisdiction of the Department of Transportation, in and to the following described real property situated in King County, State of Washington:

For Legal Descriptions and Additional Conditions
See Exhibits A and B attached hereto and made a part hereof.

Subject to all existing encumbrances, including easements, restrictions and reservations, if any.

The Grantee as part of consideration herein does hereby agree to comply with all civil rights and anti-discrimination requirements of Chapter 49.60 RCW as to the lands herein described.

The lands herein described are not required for State highway purposes and are conveyed pursuant to the provisions of RCW 47.12.063.

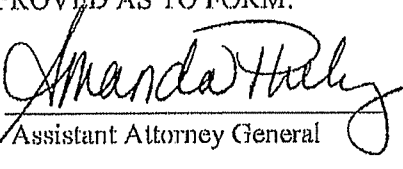
Dated at Olympia, Washington, this _____ day of _____, 2009.

STATE OF WASHINGTON

Paula J. Hammond, P.E.
Secretary of Transportation

APPROVED AS TO FORM:

By:


Assistant Attorney General

REVIEWED AS TO FORM:

KING COUNTY, a political subdivision of the State of Washington

By: _____

STATE OF WASHINGTON)
): ss
County of Thurston)

On this _____ day of _____, 2009, before me personally appeared Paula J. Hammond, P.E., known to me as the Secretary of Transportation, Washington State Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

Notary (print name) _____
Notary Public in and for the State of Washington,
residing at _____
My Appointment Expires _____

EXHIBIT A

All that portion of the following described Parcel "R" lying within a tract beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB B-2 20+30.90 on the EB B-2 line survey of SR 90, 4th Ave. S. to Airport Way S, and 36 feet southerly therefrom; thence northerly to a point opposite HES EB B-2 20+06.44 on said line survey and 16.76 feet northerly therefrom; thence easterly to a point opposite HES EB B-2 20+20.91 on said line survey and 23.49 feet northerly therefrom; thence easterly along a curve to the left having a radius of 441.50 feet and an arc length of 193.09 feet to a point opposite HES EB B-2 22+24.26 on said line survey and 23.48 feet northerly therefrom; thence easterly to a point opposite HES EB B-2 22+52.99 on said line survey and 23.23 feet northerly therefrom; thence easterly to a point opposite HES EB B-2 22+84.61 on said line survey and 23.07 feet northerly therefrom; thence easterly to a point opposite HES EB B-2 23+16.20 on said line survey and 22.21 feet northerly therefrom; thence southerly to a point opposite HES EB B-2 23+19.73 on said line survey and 15.19 feet southerly therefrom; thence easterly to a point opposite HES E-3 84+61.62 on the E-3 line survey of said Highway and 45.37 feet westerly therefrom; thence southerly to a point opposite E-3 84+56.86 on said line survey and 45.26 feet westerly therefrom; thence southerly to a point opposite HES E-3 84+37.00 on said line survey and 44.80 feet westerly therefrom; thence westerly to a point opposite HES E-3 84+36.69 on said line survey and 56.48 feet westerly therefrom; thence westerly to a point opposite HES EB B-2 22+24.26 on the EB B-2 line survey and 36.00 feet southerly therefrom; thence westerly along a curve to the right having a radius of 501.00 feet and an arc length of 208.33 feet to the point of beginning.

EXCEPT an Air-Space corridor, in fee, lying above an elevation of 39.0 feet NAVD-88 lying within a tract beginning at a point opposite HES EB B-2 21+10.83 on said line survey and 36.00 feet southerly therefrom; thence northeasterly to a point opposite HES EB B-2 22+84.61 on said line survey and 23.07 feet northerly therefrom; thence easterly to a point opposite HES EB B-2 23+16.20 on said line survey and 22.21 feet northerly therefrom; thence southerly to a point opposite HES EB B-2 23+19.73 on said line survey and 15.19 feet southerly therefrom; thence easterly to a point opposite HES E-3 84+61.62 on the E-3 line survey of said Highway and 45.37 feet westerly therefrom; thence southerly to a point opposite HES E-3 84+56.86 on said line survey and 45.26 feet westerly therefrom; thence southwesterly to a point opposite HES EB B-2 22+41.72 on the EB B-2 line survey of said Highway and 36.11 feet southerly therefrom; thence westerly to a point opposite HES EB B-2 22+24.26 on said line survey and 36.00 feet southerly therefrom; thence westerly, parallel with the EB

B-2 line survey, along a curve to the right having a radius of 501.00 feet to the point of beginning.

RESERVING a permanent easement under the SR 90 & SR 519 structures to construct, inspect, maintain, and repair the structure, appurtenances, and/or right of way, and a permanent easement under the SR 90 & SR 519 structures to construct, operate and maintain utilities in support of highway needs, lying below an elevation of 39.0 feet NAVD-88 lying within the following described tract:

Beginning at a point opposite HES EB B-2 21+10.83 on said line survey and 36.00 feet southerly therefrom; thence northeasterly to a point opposite HES EB B-2 22+84.61 on said line survey and 23.07 feet northerly therefrom; thence easterly to a point opposite HES EB B-2 23+16.20 on said line survey and 22.21 feet northerly therefrom; thence southerly to a point opposite HES EB B-2 23+19.73 on said line survey and 15.19 feet southerly therefrom; thence easterly to a point opposite HES E-3 84+61.62 on the E-3 line survey of said highway and 45.37 feet westerly therefrom; thence southerly to a point opposite HES E-3 84+56.86 on said line survey and 45.26 feet westerly therefrom; thence southwesterly to a point opposite HES EB B-2 22+41.72 on the EB B-2 line survey of said highway and 36.11 feet southerly therefrom; thence westerly to a point opposite HES EB B-2 22+24.26 on said line survey and 36.00 feet southerly therefrom; thence westerly, parallel with the EB B-2 line survey, along a curve to the right having a radius of 501.00 feet to the point of beginning.

PARCEL "A" referenced above is described as follows, to wit:

Parcels A and B, City of Seattle Lot Boundary Adjustment No. 2302861, recorded under Recording Number 20040309900005, said Lot Boundary Adjustment being a portion of Blocks 280 and 281, Seattle Tide Lands, as shown on the official maps thereof on file in the office of Commissioner of Public Lands in Olympia, Washington;

EXCEPT that portion conveyed to the State of Washington by Quit Claim Deeds recorded under Recording Numbers 20031230001854 and 20040818001754.

The Grantee herein, its successors or assigns, shall have no right of ingress and egress to, from and between SR 90 and SR 519 and the lands herein conveyed; nor shall the grantee herein, its successors or assigns, be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance, or operation of said highways.

Except access will be permitted under the highway structures as clearance permits at:
station EB B-2 15+00 to station B-2 32+17.

Maintenance and operations of any existing utilities and/or facilities will be allowed
across and within limited access areas beneath the highway structures.

The specific details concerning all of which may be found on Sheet 3 of 6 of that certain
plan entitled SR 90, 4th Ave. S. to Airport Way S., now of record and on file in the office of the
Secretary of Transportation at Olympia, WA and bearing the date of approval May 27, 2005,
revised March 5, 2009.

EXHIBIT B

1. Grantor shall have full control and authority over the design, construction, reconstruction, operation, and maintenance of the SR 519 East Pier Bridge Foundation, columns, and the elevated highway structure (Highway Structure).

2. No excavation shall be allowed within eight (8) feet of the perimeter of the SR 519 East Pier Bridge Foundation, as described below; except as deemed necessary by Grantee to maintain and repair pavement, facilities and/or utilities. The Grantee shall furnish to the Grantor plans for the maintenance and repair of pavement, facilities and/or utilities in a work plan submitted to the Grantor no less than 45 days prior to the work, except for emergency situations as provided for in Section 6 herein. The Grantee shall secure the Grantor's written approval of the work plan prior to proceeding, which approval shall not be unreasonably withheld. Grantor shall use its best efforts to provide said approval within fifteen (15) days of submittal of said plans. In the event the Grantee wants to install new pavement, facilities and/or utilities within eight (8) feet of the SR 519 East Pier Bridge Foundation, Grantee will submit the plans and specifications to the Grantor for prior review and written approval by the Grantor, said approval shall not be unreasonably withheld.

SR 519 East Pier Bridge Foundation:

All that portion of the following described Parcel A, lying within the following described tract:

Beginning at a point opposite Highway Engineer's Station (herein after referred to as HES) EB B-2 23+16.20 on the EB B-2 line survey of SR 90, 4th Ave S. to Airport Way S., and 22.21 feet southerly therefrom; thence southerly to a point opposite HES EB B-2 23+19.73 on the EB B-2 line survey of said highway and 15.19 feet southerly therefrom; thence easterly to a point opposite HES E-3 84+61.62 on the E-3 line survey of said highway and 45.37 feet westerly therefrom; thence northerly to a point opposite HES EB B-2 23+34.59 on the EB B-2 line survey of said highway and 21.39 feet westerly therefrom; thence westerly to the point of beginning.

3. No flammable liquids or explosives shall be placed or stored on the land or in the airspace lying directly below the Highway Structure. In the event that such flammable liquids or explosives are stored or parked within said area, Grantor has the right, without any notice to the Grantee to tow away or have towed away or remove said flammable liquids or explosives and expense incurred for such towing, removal and/or storage will be paid by the Grantee. Provided that nothing herein shall be deemed to prohibit the parking of transit buses or other transit vehicles below the Highway Structure.

4. Grantee hereby covenants and agrees that any improvements constructed by the Grantee on the property described on Exhibits A and B lying within the SR 519 highway right of way will not at any time during or after construction damage or adversely affect, in any way, part, or element of the SR 519 highway facility or operations thereof. The Grantor shall be furnished with copies of all plans and specifications for the proposed improvements on said property and no work shall be done without the Grantor having approved in writing such plans and specifications, said approval shall not be unreasonably withheld. The Grantor has the right to inspect any excavation and/or construction work as it progresses and to take any action necessary, including stopping of said work or requiring that additional work be done to insure observation of previously approved plans and specifications as set out heretofore. No attachments, drilling or welding will be permitted to any portion of the elevated highway structure, columns, piers, or footings.

5. Any facility proposed for construction shall be fire resistant in accordance with the provisions of the local applicable building codes found to be acceptable by the Grantor. Any proposals involving the construction of improvements must be approved by the State Fire Marshall. In the absence of modern building codes or in cases where the Grantor questions the acceptability of the existing code, conformance with the Uniform Building Code or the National Building Code will be required.

6. In the event emergency conditions require the immediate repair or restoration of the Grantor owned facilities, the Grantor shall inform the Grantee as soon as possible that such repair is in progress, about to occur, or has occurred. The Grantor and Grantee may agree to other procedures in the event of an emergency. The Grantor agrees to restore the Grantee's structures, grading, landscaping and other improvements, to the extent damaged by the entry, repairs or restoration of the Grantor owned facilities, to at least as good a condition as such structures, grading, landscaping and other improvements, were in immediately prior to Grantor's commencement of work.

7. Except as provided in section 1 and 6 above, the Grantee shall perform or cause to be performed, at its expense, all maintenance of the land and airspace lying directly below the Highway Structure.