

TRANSFER AGREEMENT FOR UTILITIES INFRASTRUCTURE  
BETWEEN  
THE PORT OF SEATTLE AND  
THE CITY OF SEATTLE  
ON HARBOR ISLAND

Seattle Public Utilities Agreement # 15-085-A

This Agreement, is entered into by and between The City of Seattle, a municipal corporation of the State of Washington ("City"), acting by and through Seattle Public Utilities ("SPU") and the Port of Seattle, a Washington municipal corporation ("Port"), (collectively, the "Parties").

WHEREAS, the Port petitioned the City of Seattle to vacate various rights of way, including portions of 11<sup>th</sup> Avenue Southwest, 13<sup>th</sup> Avenue Southwest, Southwest Florida Street, and Southwest Hanford Street ("Streets") on Harbor Island as part of its Terminal 18 Redevelopment Project ("Project"), as more particularly described in the vacation petition to the City of Seattle Clerk File No. 301929 ("Petition") and City of Seattle Master Use Permit No. 9700752 ("Permit"); and

WHEREAS, construction for the Port's Project included abandonment, construction, reconstruction and relocation of various SPU and Port utility facilities throughout Terminal 18 and Harbor Island; and

WHEREAS, the Parties entered into the Terminal 18 Redevelopment Agreement, dated April 1, 1999 ("Redevelopment Agreement"), which is incorporated herein by this reference, and which described various utility construction, relocation, transfer and abandonment plans for the Project for water, storm drainage and sewer facilities and contemplated an ownership scheme that to the extent possible resulted in Port-owned utility facilities on Port-owned property and SPU-owned utility facilities in remaining public right-of-way to minimize the need for utility easements on Port-owned property; and

WHEREAS, the Parties have been operating the various utility facilities as if they owned them according to the intended ownership scheme as shown in the T-18 Redevelopment Watermains, Storm Drainage and Sanitary Sewer Sketches attached as exhibits to the Redevelopment Agreement since the completion of the Project; and

WHEREAS, due to various considerations, the Parties have agreed that some revisions to the planned ownership scheme in the Terminal 18 Redevelopment Agreement was appropriate; and

WHEREAS, the Port's request to vacate the Streets is conditioned, in part, on the Parties transferring ownership of the appropriate facilities to effect the agreed upon ownership scheme for the various utility facilities to the satisfaction of SPU; and

WHEREAS, the Port desires to fulfill the above-stated condition for vacation of the Streets.

NOW THEREFORE, the Parties agree as follows:

1. SPU will own the water, storm drainage and sewer utility facilities, which may include, but not be limited to lines, maintenance holes, vaults, meters, pump stations, outfalls, catch basins, inlets and all appurtenances thereto, located on Harbor Island, as more particularly shown in red on Exhibits A (Water), B (Sewer) and C (Storm) ("SPU Facilities"), which are attached and incorporated herein. SPU will be responsible for the operation of the SPU Facilities, which may include, but not limited to maintenance, repair or replacement.
2. Port will own the water, storm drainage and sewer utility facilities, which may include, but not be limited to lines, maintenance holes, vaults, meters, pump stations, outfalls, catch basins, inlets and all appurtenances thereto, located on Harbor Island, as more particularly shown in green on Exhibits A, B and C ("Port Facilities"). Port will be responsible for the operation of the Port Facilities, which may include, but not limited to maintenance, repair or replacement.
3. To the extent SPU may now own or have title to any of the various utility facilities that are Port Facilities under Section 2 above, SPU, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration hereby sells, assigns, transfers, conveys and delivers to the Port, without warranty or recourse, all of SPU's rights, title and interest in and to those various utility facilities.
4. To the extent the Port may now own or have title to any of the various utility facilities that are SPU Facilities under Section 1 above, the Port, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration hereby sells, assigns, transfers, conveys and delivers to SPU, without warranty or recourse, all of the Port's rights, title and interest in and to those various utility facilities.
5. Each Party, as transferor of various utility facilities, makes no express warranties of any kind whatsoever and disclaims all implied warranties of any kind whatsoever, including without limitation, implied warranties of condition, merchantability or fitness for a particular purpose.
6. SPU accepts any of the SPU Facilities transferred from the Port, and the Port accepts any of the Port Facilities transferred from SPU, in "as is" and "where is" condition.
7. At those various maintenance holes at which the ownership of the various utility facilities switches from SPU Facilities to Port Facilities, which are generally shown on Exhibits A, B, and C at points that are marked with maintenance hole numbers and location coordinates and where facility lines switch between red and green, SPU will retain ownership of the various maintenance holes and the Port will own the Port Facilities beginning from the outside wall of the relevant maintenance holes. SPU grants the Port reasonable rights of access to the storm drainage and sewer maintenance holes for operation or maintenance of Port Facilities. If Port requires access to water maintenance holes or vaults, Port will contact SPU for consent. Port will be responsible for repairing any damage caused to SPU Facilities under this right of entry at no expense to SPU. Within one year of execution of this Agreement, the Port will place signage or other

indicators, in a form acceptable to SPU, on the surface or inside the maintenance hole to indicate the direction of facilities in SPU ownership and Port ownership.

8. The Parties understand and agree that SPU has no further obligation for any of the utility facilities that were abandoned during the Project and remain on Port-owned property. The Port will protect, defend, indemnify, and release the City of Seattle, and its officers, officials, employees, and agents from any and all costs, claims, demands, judgments, damages, or liability of any kind, including injuries to persons or damages to property arising out of or related to any utility facilities that were abandoned during the Project or under the Redevelopment Agreement.

**Port of Seattle, a municipal corporation  
in the State of Washington**

**The City of Seattle, a municipal  
corporation in the State of Washington,  
acting through the Seattle Public Utilities**

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

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

Date: \_\_\_\_\_, 20\_\_

Date: \_\_\_\_\_, 20\_\_

**Exhibits:**

1. Exhibit A – Transfer of Ownership Exhibit Watermains, dated January 30, 2017
2. Exhibit B – Transfer of Ownership Exhibit Sewer, dated January 30, 2017
3. Exhibit C – Transfer of Ownership Exhibit Storm, dated January 9, 2017







