06/17/99

CT 112ord Clerk 06/17/99

Introduced By:

Rob McKenna Cynthia Sullivan

Proposed No.:

1999-0338

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ORDINANCE NO. 13581

AN ORDINANCE authorizing the sale of the southern sixty feet of the Northgate Park and Ride property to the city of Seattle as right-of-way for NE 112th Street.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Statement of facts.

King County owns certain real property located within the city of Seattle, which was purchased by the municipality of Metropolitan Seattle for a park and ride facility from the city of Seattle in 1972. The property consists of approximately 4.56 acres, more or less, and is located between 3rd Avenue NE and 5th Avenue NE, one-half block north of NE Northgate Way. The address is 11035 5th Avenue NE, Seattle, Washington.

The city of Seattle is requiring the Touchstone Corporation (Touchstone) to construct at its expense an extension of NE 112th Street to intersect with 5th Avenue NE as a permit requirement for Touchstone's Northgate North retail project.

The right-of-way for the extension of NE 112th Street is sixty feet wide and extends along the southern boundary of the county's property. The right-of-way consists of 0.83 acres, more or less. Transfer of the property for the right-of way will reduce by sixty the number of parking spaces in the park and ride facility.

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 The city of Seattle has agreed to pay King County two hundred ninety-eight thousand dollars for the right-of-way.

Touchstone and King County, by and through its department of transportation, have executed an agreement which is part of the consideration for the right-of-way transfer and is attached to this ordinance and incorporated by reference. Touchstone agrees to replace the sixty parking spaces by leasing to the county at no county expense sixty spaces within a garage to be constructed as part of the retail project for thirty years or until the entire park and ride facility is sold to the city of Seattle and relocated into structured parking constructed as part of the Northgate Mall expansion.

Touchstone also agrees to spend forty thousand dollars per year for two years on transportation demand management activities, provide new bus shelters and an interim traffic signal on 5th Avenue NE, widen the park and ride driveway and reconfigure the park and ride facility to maintain parking capacity during the construction project.

The property services division has declared the right-of-way property surplus, in accordance with K.C.C. 4.56.070.

SECTION 2. Authorization to sell county real property. The county executive is authorized to sell to the city of Seattle, in accordance with the terms described in section 1 of this ordinance, the following described real property:

Legal Description

The South 60 feet of the North half of Southeast Quarter of Northeast quarter of Southwest Quarter of Section 29, Township 26 North, Range 4 East, W.M., in King County, Washington; Except the East 30 feet for Road and Except the West 30 feet for Road, being known as Lots 10, 11, 12, 16, 17 and 18 Green's Rich Acres, Unrecorded.

SECTION 3. Lease authorization. The county executive is authorized to execute a lease with Touchstone for replacement parking spaces consistent with the applicable terms and conditions described in the attached agreement and containing the usual and customary terms for such a lease.

INTRODUCED AND READ for the first time this 21st day of June, 1999. PASSED by a vote of 11 to 0 this 12th day of July, 1999.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

VICE- Chair

ATTEST:

Clerk of the Council

APPROVED this 22 day of

1999.

King County Executive

Attachments: Agreement

AGREEMENT

This Agreement ("Agreement") is by and between King County ("County"), a subdivision of the state of Washington, and Touchstone Corporation ("Touchstone"), a Washington Corporation.

Touchstone has proposed a commercial project ("Project") on property located at 300 N.E. Northgate Way, Seattle, WA, the legal description of which is set forth on the attached Exhibit A ("Touchstone Property").

The County operates a Park and Ride parking facility on the property directly north of the Touchstone Property. The County's facility is located at 11051 5th Avenue N.E., Seattle, WA, the legal description of which is set forth on the attached Exhibit B ("County Property").

As a condition of development of the Project, Touchstone has agreed to construct at its expense a new road which will be dedicated to the City of Seattle, N.E. 112th St., between 3rd Avenue N.E. and 5th Avenue N.E ("Road"). The Road, planned for in the City of Seattle's ("City's") Comprehensive Plan, will facilitate traffic circulation and ease traffic congestion in the Northgate area.

The County is willing to grant to the City an easement for the Road ("Road Easement") along the south 60 feet of the County property, the legal description of which is set forth on the attached Exhibit C ("Easement Area") in exchange for the consideration set forth in the terms and conditions of this Agreement, which include fair market value compensation and acceptable relocation of displaced parking spaces. The City has independently agreed to pay the County the sum of \$298,000 as partial consideration for conveyance of the Road Easement.

Accordingly, the County and Touchstone agree as follows:

- 1. <u>County Easement to City.</u> The County agrees to execute and deliver into escrow the Road Easement in the form attached as Exhibit D.
- 2. <u>Touchstone Construction of Road.</u> Touchstone agrees to construct the Road to comply with City standards and according to the preliminary phasing plan and the schedule set forth on Exhibit E. The details of the phasing plan and schedule set forth on Exhibit E will be subject to further modification and update as the Project proceeds. Any changes, however, will be subject to the prior approval of the County.
- certificate of occupancy for the Project, Touchstone will grant a lease to the County for 60 parking spaces in the Project. That lease will thus provide a one to one replacement of the park and ride stalls lost due to construction of the Road. The County shall not be obligated to pay rent. The 60 spaces will be available, subject to customary parking rules and regulations, to users of the County's Park and Ride facility Monday through Friday from 7:00 a.m. through 6:00 p.m., excluding holidays. The approximate location of the 60 spaces is set forth on the attached Exhibit F. The term of the lease will be thirty years. The lease will provide by its terms that it will automatically expire at such time as the County's Park and Ride facility is relocated away from the County Property.

- **4.** Touchstone Installation of Temporary Signal. As set forth on Exhibit E, Touchstone will install at its expense a temporary signal on 5th Avenue N.E. at the entrance to the County's Park and Ride facility. The signal will remain until such time as the Park and Ride facility is relocated or until King County and the City conclude it is no longer needed.
- **5.** Touchstone Construction of Pads and Shelters. The parties acknowledge that Touchstone has constructed at its expense bus shelter pads at locations on 5th Avenue identified by Metro. Touchstone will pay the County \$11,668 to provide and install two bus shelters at such locations.
- Product Agreement with King County Market Development to develop a transportation demand management ("TDM") program for the Project. The agreement will commit Touchstone to participate in the program for a period of two years from the date of occupancy of the Project at a cost to Touchstone of \$40,000 for each of the two years of Touchstone's participation. The program will provide TDM products to all permanent full time and part time employees at the Project for a period of at least two years from the date of occupancy of the Project. Touchstone will in the agreement commit to provide administrative services to support implementation of the agreement. Touchstone will also make a best effort to ensure long term funding of the TDM services through a mechanism such as a Merchants' Common Area Maintenance Fund.
- 7. <u>Timing Contingency.</u> In the event this Agreement does not receive formal approval by the King County Council on or before July 15, 1999, Touchstone may at its option by written notice to the County terminate this Agreement. Furthermore, in the event Touchstone has not commenced construction on the Project on or before July 1, 2000, neither party shall have any further obligations under this Agreement and this Agreement shall be null and void, except that in that event, Touchstone shall, upon the written request of the County on or before July 15, 2000, return the bus shelters and bus shelter pads to the County's Park and Ride facility property at a location designated by the County, at no cost to the County.
- 8. <u>Closing and Closing Costs.</u> The County's transfer of the Road Easement to the City will close in July, 1999, simultaneously with the acquisition of the Touchstone Property by Touchstone. Escrow and closing shall be at Pacific Northwest Title Insurance Company, Inc.. Touchstone shall pay the costs of closing. The County warrants no real estate excise tax is due in connection with the County transfer of the Road Easement to the City. Touchstone has provided documents required by the City for the Road Easement, including title report, environmental report, survey and legal description.

- 9. <u>Heirs, Successors and Assigns.</u> The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.
- 10. <u>Authority.</u> The parties hereto represent and warrant, each to the other, that they have the necessary authority and power to execute this Agreement on behalf of themselves and the respective entities which are parties to the Agreement.
- 11. <u>Time is of the Essence.</u> Time is of the essence in the performance of this agreement.
- 12. <u>County Council Approval Contingency.</u> The parties acknowledge that this Agreement is contingent upon the formal approval of the King County Council.

Dated this day of June, 1999.

KING COUNTY
By Its
TOUCHSTONE CORPORATION
By Its

EXHIBIT A

LEGAL DESCRIPTIONS OF TOUCHSTONE PROPERTY

That portion of the northeast quarter of the southwest quarter of Section 29, Township 26 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the southeast corner of said subdivision; thence north, 30.00 feet; thence west parallel with the south line of said subdivision, 279.48 feet to the TRUE POINT OF BEGINNING; thence north, 300.00 feet; thence west parallel with the south line of said subdivision, 50.00 feet; thence south, 300.00 feet; thence east, 50.00 feet to the TRUE POINT OF BEGINNING;

TOGETHER WITH an easement for access and sewer and water lines over that portion of said subdivision, described as follows:

Beginning at the southeast corner of said subdivision; thence north, 30.00 feet; thence west parallel with the south line of said subdivision, 266.48 feet to the TRUE POINT OF BEGINNING; thence west parallel with the south line of said subdivision. 13.00 feet; thence north, 300.00 feet; thence east parallel with the south line of said subdivision, 13.00 feet; thence south 300.00 feet to the TRUE POINT OF BEGINNING; EXCEPT that portion of the southeast quarter of the northeast quarter of the southwest quarter of Section 29, Township 26 North, Range 4 East, W.M., in King County, Washington, taken for public use by the City of Seattle, in King County Cause Number 81-2-14343-1, and described as follows:

Beginning at the intersection of the north margin of Northeast Northqate Way with the west margin of 5th Avenue Northeast as they were established by a deed recorded in Volume 2911, page 527, records of King County, Washington; thence north 88°20'28" west, 239.48 feet to the TRUE POINT OF BEGINNING; thence continuing north 88°20'28" west, 50.00 feet; thence south 10.00 feet to the north margin of Northeast Northgate Way as established by a deed recorded in Volume 1099, page 436, records of King County, Washington; thence south 88°20'28" east, 50.00 feet; thence north 1°04'31" east, 10.00 feet to the TRUE POINT OF BEGINNING.

Order No. 320382

A.L.T.A. COMMITMENT SCHEDULE A Page 2

The land referred to in this commitment is situated in the county of King, state of Washington, and described as follows:

That portion of the southeast quarter of the northeast quarter of the southwest quarter of Section 29, Township 26 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the southeast corner of said subdivision; thence north 89°33'40" west 184.48 fceet; thence north 0°08'42" west 30 feet to the north line of east 110th Street and the TRUE POINT OF BEGINNING; thence north 0°08'42" west 300 feet; thence north 89°33'40" west 95 feet; thence south 0°08'24" east 300 feet; thence south 89°33'40" east 95 feet to the TRUE POINT OF BEGINNING;

EXCEPT portion condemned under King County Superior Court Cause Number 81-2-14343-1 for Northeast Northgate Way;

TOGETHER WITH a right-of-way for purposes of ingress and egress and for a sewer and water line to and from the above described property, which right-of-way is a strip of land 7 feet in width and 100 feet in length and adjacent to the westerly boundary of the above described portion of land.

END OF SCHEDULE A

NOTE FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per amended RCW 65.04. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document.

SE NE SW 29-26-04

#113 2-9-95 REF. DWG 1019-(P5A)

> NORTHGATE FEE PARCEL I 1.3325 ACRES

That portion of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 26 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing at the Southeast corner of said subdivision; thence North 30 feet; thence West 529.48 feet parallel with the South line of said subdivision to the true point of beginning; thence North 300 feet; thence East 200 feet parallel with the South line of said subdivision; thence South 300 feet; thence West 200 feet to the true point of beginning;

Except that portion thereof condemned by the City of Seattle for widening of Northeast Northgate Way by King County Superior Court Cause No. 81-2-14343-1.

Net acreage being 1.3325 acres.

EXHIBIT "B-1"

#110 11-18-93 REF. DWG 1019-(P5B)

> NORTHGATE FEE PARCEL II 0.5933 ACRES

That portion of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 26 North, Range 4 East W.M., described as follows:

Beginning at the intersection of the Northerly margin of Northeast Northgate Way (Northeast 110th Street) with the West margin of 5th Avenue Northeast, as conveyed to King County under Recording No. 3980663; thence Westerly along said Northerly margin of Northeast Northgate Way (N.E. 110th Street), 89.48 feet; thence Northerly parallel to the Westerly line of said subdivision, 290 feet; thence Easterly parallel to the Northerly margin of Northeast Northgate Way (Northeast 110th Street), 88.84 feet, more or less, to the West margin of said 5th Avenue Northeast; thence South along said margin to the point of beginning;

EXCEPT that portion thereof conveyed to the City of Seattle by Quit Claim Deed recorded under Recording No. 8110300213;

Situate in the City of Seattle, County of King, State of Washington.

Containing 0.5933 acre of land more or less.

EXHIBIT "B-2"

EXHIBIT A PROPERTY PURCHASE AGREEMENT (Mullally Site)

Legal Description

THAT PORTION OF THE SOUTHEAST QUARTER OF THE HORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 75 NORTH, RANGE 4 EAST, W.H., TH KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUSDIVISION;

THENCE NORTH 30 FEET;
THENCE VEST 529.48 FEET, PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION TO THE TRUE POINT OF REGINNING;
THENCE NORTH 300 FEET;
THENCE WEST 100 FEET PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION;
THENCE SOUTH 300 FEET;
THENCE EAST 100 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF DEEDED TO THE CITY OF SEATTLE FOR NORTHEAST NORTHGATE MAY BY QUIT CLAIM DEED RECORDED UNDER RECORDING NO. 8111180264;

AND EXCEPT THAT PORTION THEREOF CONDEMNED BY THE CITY OF SEATTLE FOR WIDEHING OF NORTHEAST NORTHGATE WAY BY KING COUNTY SUPERIOR COURT CAUSE NO. 81-2-14343-1.

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1

That portion of the Southeast quarter of the Northeast quarter of the Southwest quarter of Section 29, Township 26 North, Range 4 East, W. M., in King County, Washington, described as follows:

Beginning at the Southeast corner of said subdivision; thence North 89 degrees 33 minutes 40 seconds West 129.545 feet; thence North 00 degrees 08 minutes 42 seconds West 30 feet to the North line of East 110th Street and the true point of beginning; thence North 00 degrees 08 minutes 42 seconds West 175 feet; thence North 89 degrees 33 minutes 40 seconds West 55 feet; thence South 00 degrees 08 minutes 42 seconds East 175 feet; thence South 89 degrees 33 minutes 40 seconds East 55 feet to the true point of beginning.

Parcel 2

That portion of the Southeast quarter of the Northeast quarter of the Southeast quarter of Section 29, Township 26 North, Range 4 East, W. M., in King County, Washington, described as follows:

Beginning at the Southeast corner of said subdivision;

thence running North 89 degrees 33 minutes 40 seconds West 184.48 feet;

thence running North 00 degrees 08 minutes 42 seconds West 30 feet to the North line of East 110th Street;

thence North 00 degrees 08 minutes 42 seconds West 175 feet to the true point of beginning;

thence South 89 degrees 33 minutes 40 seconds East 55 feet;

thence North 00 degrees 08 minutes 42 seconds West 125 feet;

thence North 89 degrees 33 minutes 40 seconds West 55 feet;

thence South 00 degrees 08 minutes 42 seconds East 125 feet to the true point of beginning.

EXCEPTING THEREFROM that portion of the Southeast one-quarter of the Northeast one-quarter of the Southwest one-quarter of Section 29, Township 26 North, Range 4 East, W. M., in King County, Washington, described as follows:

Beginning at the intersection of the North margin of Northeast Northgate Way with the West margin of 5th Avenue Northeast as they were established by a Deed recorded in Volume 2911, page 527, records of King County, Washington;

thence North 88 degrees 20 minutes 28 seconds West 89.48 feet to the true point of beginning;

thence continuing North 88 degrees 20 minutes 28 seconds West a distance of 55.0 feet;

thence South 1 degrees 04 minutes 31 seconds West a distance of 10 feet to the North margin of Northeast Northgate Way as established by a Deed recorded in Volume 1099, page 436, records of King County, Washington;

thence South 88 degrees 20 minutes 28 seconds East a distance of 55.0 feet;

thence North 1 degrees 04 minutes 31 seconds East a distance of 10 feet to the true point of beginning.

LEGAL DESCRIPTION OF NORTHGATE PARK AND RIDE

The land referred to in this certificate is situated in the County of King, State of Washington, and described as follows:

The north half of the southeast quarter of the northeast quarter of the southwest quarter of Section 29, Township 26 North, Range 4 East, W.M., in King County, Washington; EXCEPT the east 30 feet for road; AND EXCEPT the west 30 feet for road;

(BEING KNOWN AS Lots 10, 11, 12, 16, 17 and 18, Green's Rich Acres, according to the unrecorded plat thereof).

LEGAL DESCRIPTION OF R/W FOR NE 112TH STREET

LEGAL DESCRIPTION

The South 60 feet of the North half of Southeast Quarter of Northeast Quarter of Section 29, Township 26 North, Range 4 East, W.M., in King County, Washington;

Except the East 30 feet for Road and Except the West 30 feet for Road, being known as Lots 10, 11, 12, 16, 17 and 18 Green's Rich Acres, Unrecorded.

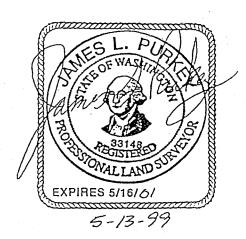


EXHIBIT D

DEED FOR STREET PURPOSES

The Grantor, KING COUNTY, a political subdivision of the State of Washington, formerly the Municipality of Metropolitan Seattle, for and in consideration of TWO HUNDRED NINETY EIGHT THOUSAND AND NO/100THS DOLLARS (\$298,000.00), and other good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to THE CITY OF SEATTLE, a municipal corporation of the State of Washington, FOR STREET PURPOSES, the following described real property in Seattle, King County, State of Washington:

(insert legal description)

situate in the City of Seattle, County of King, State of Washington.

DATED THIS	DAY O	F	·	, 1	9		
KING COUNTY, a polit	ical subdivision	of the Sta	ate of \	Washingt	on		
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	•						÷ 2
BY:	<u> </u>						
				. *			
STATE OF WASHINGT	ON)						
COUNTY OF KING) ss.)				•		
I certify that I know or hathis instrument, on oath acknowledged it as the	stated that he	e/she wa	s auth	orized t	o execute		signed strument and
subdivision of the State of and purposes mentioned in	Washington to	be the fr	ee and				•
Dated:	· · · · · · · · · · · · · · · · · · ·	•	•	· ,			
		•	-				
NAME (Print)							
•		NOTARY PUBLIC in and for the State of Washington,					
				ing at	ingivii,		

My appointment expires

T328T

EXHIBIT E

PRELIMINARY CONSTRUCTION SEQUENCING

Northgate North Project Preliminary Construction Sequencing and Parking Impacts

PHASE 1: FOUNDATION/BUILDING CONSTRUCTION

The excavation and foundation for the project will be constructed by pushing dirt on the site from the south to the north to be loaded into trucks. The foundation walls will be built by laying back the north edge of the excavation at a 1:1 slope or using conventional shoring. The top of slope will be about 2 to 5 feet south of the existing south curb line of the south driveway. The elevation of the top of slope will match the existing Park & Ride lot elevation. A security fence will be installed in the south driveway about 12 feet north of the existing south curb line. The security fence will run the full length of the Park & Ride lot from east to west, except for a break near the center to be used only by exiting bus traffic. Trucks will enter this space from 3rd Avenue NE by going down a ramp of cobbles to the existing elevation of the Park & Ride lot. Trucks will then travel along the north edge of the site, then exit out the existing south driveway of the Park & Ride lot. The security fence will be placed to allow cars to circulate around the south end of the parking isles, and the parking islands will need to be removed to create adequate space.

The security fence will serve to redirect all car traffic in the Park & Ride lot to the driveway along the north edge of the lot. The north driveway will be widened and the lot re-channelized to allow cars and buses to enter, and cars to exit at the intersection of the north driveway with 5th Avenue NE. The islands on the north end of some parking rows will need to be cut back or relocated to make room for the widening. All spaces lost for the widening will be regained from the re-channelization. A temporary traffic signal will be constructed at this intersection to accommodate entering and exiting traffic, and it will operate until the Park & Ride lot is relocated in the future.

Shelters for bus passengers will be installed on both sides of 5th Avenue NE, adjacent to the Park & Ride lot. These shelters will allow some of the transit routes on 5th Avenue NE to avoid entering the Park & Ride lot, thereby reducing the number of truck/bus conflicts on site and increasing transit operating speeds. The west side shelters will be installed near the right-of-way line for 5th Avenue NE, to allow widening of 5th Avenue NE and relocation of the sidewalk when NE 112th Street is constructed. An opening and pedestrian walkway will be provided through the existing fence between the west side shelters and the Park & Ride lot. The east side shelter will be installed at the back edge of the existing sidewalk.

The existing pedestrian crosswalk on 5th Avenue NE, across the north leg of the south driveway intersection, will be remarked and signed to reflect anticipated passenger usage of the shelter on the east side of 5th Avenue NE.

Only trucks and exiting bus traffic will be allowed to use the south driveway during construction. Flag persons will provide traffic control during all construction activities to insure that construction traffic does not interfere with bus operations. Buses will have the right of way during construction.

The Park & Ride modifications are expected to begin about July 30, 1999 and be completed prior to the start of construction in August 1999. Temporary construction use of the new 112th Street will end by about August 15, 2000. Islands and adjacent parking spaces will be removed from the ends of some parking rows, islands may be cut back, and the parking layout will be reorganized, but there will be a net gain of about 4 parking spaces in the Park & Ride lot during this phase of construction. All work to modify the Park & Ride lot will occur on weekends when no special event parking is planned.

PHASE 2: INTERIM NE 112th STREET CONSTRUCTION

Construction of the interim NE 112th Street is essential for opening of the Northgate North project. However, it is also essential that the garage be completed enough to obtain an occupancy permit for the parking spaces that will be displaced by the street construction. These events must be perfectly timed.

A temporary retaining wall reaching a maximum of about 4.5 feet in height will be constructed along the length of the Park & Ride lot from east to west. The space between this wall and the project building walls will then be filled in to raise the elevation of the ground to that needed for the new NE 112th Street.

The western half of NE 112th Street, and a ramp to the north from the street level down to the existing grade of the center aisle in the Park & Ride lot, will be built in two stages so that buses will be able to operate freely during construction. The ramp will be constructed wide enough to provide layover space for buses. Construction of the ramp will eliminate about 11 parking spaces.

The existing parking rows will be shortened to make room for the interim NE 112th Street NE, while maintaining vehicle access around the end of each row. This will eliminate about 49 parking spaces.

The spaces lost in the Park & Ride lot will be provided in the project garage. Access to the garage during construction of the interim NE 112th Street will be via the driveway on NE Northgate Way. This driveway will eventually be right-in only, but will need temporary right-out capability while NE112th is built. Access will also be available from NE 112th Street when it is completed. Garage spaces will be located in the east end of the

project, and passengers will reach transit services via pedestrian access from the garage onto 5th Avenue NE.

The construction of NE 112th Street will also require the widening of 5th Avenue NE and modification of the traffic signal on 5th Avenue NE at NE Northgate Way. The west curb line of 5th Avenue NE will be moved west to allow an additional lane (six total) on 5th between NE 112th Street and NE Northgate Way. It will also be necessary to adjust the west curb line, between the Park & Ride north driveway and NE 112th Street, and for about 200 feet south of NE Northgate Way, to taper the widening into the existing curb line. The signal modification will involve relocating the signal poles on the NW and SW corners to accommodate the widening.

It will also be necessary to modify the traffic signal on NE Northgate Way at the north Mall entrance to allow access to 3rd Avenue NE for traffic to and from the west on NE Northgate Way. This access is essential to reduce the traffic demand for the intersection of 5th Avenue NE and NE Northgate Way, and to meet project needs. Once this access is provided, a cul-de-sac should be constructed on 3rd Avenue NE, south of NE 115th Street, to prohibit any increase in traffic through neighborhoods north of the project site.

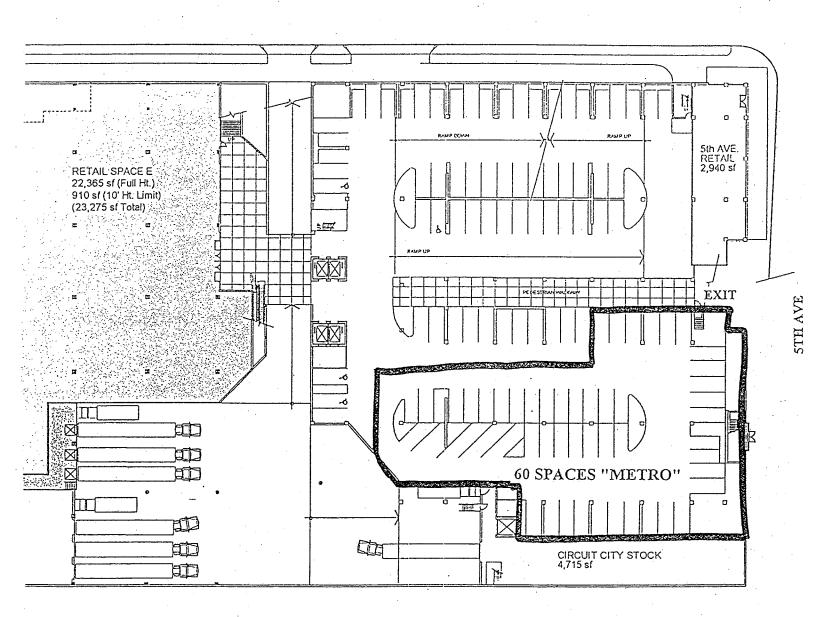
Construction of the interim NE 112th Street is expected to begin about August 15, 2000, and to end by about October 1, 2000, when the Northgate North project is expected to open. There will be about 60 parking spaces lost in the Park & Ride lot as a result of this phase of construction. These spaces will be made available in the project garage until the Park & Ride lot is relocated in the future. To ensure there is no delay in the availability of these spaces, it may be necessary to obtain early occupancy approval for the parking garage.

PHASE 3: FINAL NE 112th STREET CONSTRUCTION

The interim NE 112th Street will be widened to provide the full roadway section required by SEATRAN, once the Park & Ride lot is relocated to the transit center area south of the Northgate Mall. This is currently expected to occur with the completion of the Northgate Mall South Expansion, but it is dependent on the necessary parking agreements being negotiated and the Mall work going forward. With the Park & Ride gone, there will be no impact on transit operations during construction of the final NE 112th Street improvements. Once the Park & Ride is relocated, the stalls in the Northgate North project garage being used for displaced Park & Ride parking will revert to the project.

LEASED REPLACEMENT PARKING

METRO PARKING LOT



Level B-1

NBBJ

111 South Jackson Street Seatte, Vanshington 98 104 (206) 223-5555 Fax (206) 671-2305

NORTHGATE PARK & RIDE 13581 N.E. 112TH ST. & 5TH AVE. N.E.

PROPOSED 60 FT. R/W TO THE CITY OF SEATTLE

