

TABLE A-1

SAMPLE CONTAINERS, PRESERVATION, AND HOLDING TIMES

Matrix	Analytes	Sample Container ^(a)	Preservation	Maximum Holding Times ^(b)
Groundwater				
	Metals	1 L HDPE	HNO ₃	6 months
	Mercury	500 mL HDPE	HNO ₃	28 days
	Cyanide (total)	500 mL HDPE	10 N NaOH	14 days
	Volatile organics	3 each - 40 mL glass vials; teflon-lined cap	HCl to pH<2 Cool to 4°C No headspace	14 days
	SVOC	3 each - 1 L amber glass; teflon-lined cap	Cool to 4°C	7 days until extraction; 40 days after extraction
	TPH-G	3 each - 40 mL glass vials; teflon-lined cap	HCl to pH<2 Cool to 4°C No headspace	14 days
	TPH-D (extended)	2 L glass, teflon-lined cap	HCl to pH<2 Cool to 4°C	7 days until extraction; 30 days from collection to analysis
	Turbidity	500 mL HPDE	Cool to 4°C	48 hours
	Conductivity	NA	NA	NA
	pH	NA	NA	NA

(a) Additional sample will be required for MS/MSD analysis.

(b) Holding times are from date of collection unless otherwise specified.

TABLE A-2

QUALITY ASSURANCE RESPONSIBILITIES

Personnel	Responsibilities
Client representative (Union Station Associates Project Coordinator or designee)	Provide technical project direction, review project QA needs and approve appropriate QA corrective actions as required.
Consultant Project Manager	Oversee technical project team performance to verify successful accomplishment of technical and QA project objectives. Review project QA needs and approve appropriate QA corrective actions as needed.
Consultant QA Officer	Provide technical review for QA project requirements; review corrective action responses and deviations from the QA requirements; direct or perform data validation and prepare data validation reports; prepare and review QA reports; and supervise field performance audits.
Consultant QA/QC Task Leader	Provide technical QA assistance, direct implementation of QA/QC activities, prepare QA reports, and provide corrective action response.
Laboratory QA Officer	Oversee laboratory implementation of QA/QC protocols so that QA objectives are met and to provide for properly documented and reported laboratory QA/QC information.
Laboratory Project Manager	Oversee analytical laboratory performance to verify adherence to project specifications and QA objectives and confirm that technical, financial, and scheduling objectives are achieved.

TABLE A-3

DATA QUALITY OBJECTIVES FOR SUPPLEMENTAL MONITORING PROGRAMS

DQO Parameter	Soil Investigations	Groundwater Investigations
Data users	Union Station Associates, Ecology	Union Station Associates, Ecology
Data use/decision	Monitoring	Monitoring
Data type	Chemical concentrations ^(a)	Chemical concentrations ^(a)
Data quality objectives ^(b)		
Analytical level	Level III ^(c)	Level III
QA goals:		
- Precision ^(d)	Matrix spike, laboratory, and field duplicates	Matrix spike, laboratory, and field duplicates
- Accuracy ^(e)	Matrix spikes	Matrix spikes
- Representativeness	Field and laboratory blanks ^(e) Sampling protocols ^(f)	Field and laboratory blanks Sampling protocols
- Completeness	90%	90%
Quantitation limit ^(g) or reporting limits	See Ecology (1995)	See Ecology (1995)

(a) Groundwater analyses include turbidity, VOC, SVOC, TPH, metals, TSS, TDS, pH, specific conductance, and temperature. Major ion analyses will be conducted periodically.

(b) Developed in accordance with EPA guidance documents.

(c) Ecology may direct that level IV QA/QC protocols be used if questions arise regarding data integrity.

(d) Control limits for evaluation of precision and accuracy for constituents analyzed for this project will be confirmed with the selected laboratory.

(e) Blank concentrations will be monitored and corrective action determined on a case-by-case basis, as described in Section 9.10.

(f) Sampling protocols will be monitored for adherence to the sampling procedures discussed in Sections 2.0 and 3.0; corrective action will be determined on a case-by-case basis.

(g) Quantitation limits may be affected by matrix interferences. Values are based on current laboratory data.

TABLE A-4
PHYSICAL AND CHEMICAL GROUNDWATER ANALYTICAL METHODS^(a)

Sample Type	Analysis Method	Practical Quantitation Limit (PQL)
Metals		
Antimony	6010 or 200.8	320 µg/L
Arsenic	7060 or 200.8	4 µg/L
Beryllium	6010 or 200.8	2 µg/L
Cadmium	7131 or 200.8	2 µg/L
Chromium	6010 or 200.8	50 µg/L
Copper	200.8	10 µg/L
Lead	7421 or 200.8	10 µg/L
Mercury	7470	1 µg/L
Nickel	200.8	10 µg/L
Selenium	7740 or 200.8	20 µg/L
Silver	7761 or 200.8	2 µg/L
Zinc	6010 or 200.8	20 µg/L
Cyanide	9012	50 µg/L
Volatile organic compounds	8240/8260	5-10 µg/L ^(b)
CPAH	8270 selective ion method	1.0 µg/L
Other semivolatile organic compounds	8270	10-20 µg/L ^(c)
TPH	WTPH-D (extended) ^(d) WTPH-G ^(b)	100 mg/L 50 mg/L
Cations	6010	--
Anions	Standard EPA Methods (300 series)	--
Total suspended solids	160.2	--
Total dissolved solids	160.1	--
Conductivity	Field	--
pH	Field	--
Temperature	Field	--

- (a) Methods are from SW-846 (EPA 1992) unless otherwise referenced. Comparable methods may be substituted upon approval by Ecology.
- (b) PQLs for vinyl acetate and 2-hexanone are 50 µg/L.
- (c) PQLs for 2-nitroaniline, 3-nitroaniline, 2,4 dinitrophenol, 4-nitrophenol, and pentachlorophenol are 50 µg/L.
- (d) Washington State Department of Ecology. *Total Petroleum Hydrocarbons Analytical Methods for Soil and Water*. 1994.

Groundwater/Surface Water Sample Collection Form

EVENT _____

SAMPLE NO. _____

DATE COLLECTED _____ TIME _____

Weather _____ Collector(s) _____

WATER LEVEL/WELL/PURGE DATA

Sample Type: ☐ Groundwater ☐ Surface Water ☐ Other _____

Sample Location: _____

Depth to Water (ft): _____ Time: _____ Measured from: ☐ Top of Protective Casing ☐ Top of Well Casing

Well Casing Type: ☐ PVC ☐ Stainless Steel ☐ Fiberglass Well Diameter: _____

Well Condition: Secure (☐ Yes / ☐ No) Damaged (☐ Yes / ☐ No) Describe _____

Begin Purge: Date/Time: _____ Casing Volume (gal): _____

End Purge: Date/Time: _____ Purge Volume (gal): _____

Total Depth of Well (ft. below top of well casing): _____

Purge Volume Calculation: _____

Purge Water Disposal to: ☐ 55-gal Drum ☐ Storage Tank ☐ Ground ☐ Other _____ Gallons Purged: _____

Time	Vol. Purged (gal)	pH	Temperature (°F/°C)	Conductivity	Comments/Observations
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

VOLUME OF SCHEDULE 40 PVC PIPE				
Diameter (Inch)	O.D. (Inch)	I.D. (Inch)	Volume (gal/linear ft)	Wt. Water (lbs/linear ft)
1-1/4	1.660	1.380	0.08	0.64
2	2.375	2.067	0.17	1.45
4	4.500	4.026	0.66	5.51

SAMPLE COLLECTION DATA

Sample Collected With: ☐ Baller ☐ Pump/Pump Type _____ Dedicated (☐ Yes / ☐ No)

Made of: ☐ Stainless Steel ☐ PVC ☐ Teflon ☐ Polyethylene ☐ Other: _____

Decon Procedure: ☐ Alconox Wash ☐ Tap Rinse ☐ DI Water ☐ Other _____ ☐ Other _____
(By Numerical Order) ☐ Other _____

Sample Description (color, turbidity, odor, sheen, etc.): _____

Replicate	pH	Temperature (°F/°C)	Conductivity (µS)	Other
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____

pH Meter: _____ Cond. Meter: _____ Cond. Range: _____ ATC: ☐ On ☐ Off

Meter Calibration Check: Ph7 Buffer Reads _____ at _____ °C after Sample Collection.

SIZE	QUANTITY	TYPE	FIELD FILTERED	LABORATORY ANALYSIS
_____	_____	<input type="checkbox"/> Glass <input type="checkbox"/> Plastic	<input type="checkbox"/> Yes / <input type="checkbox"/> No	_____
_____	_____	<input type="checkbox"/> Glass <input type="checkbox"/> Plastic	<input type="checkbox"/> Yes / <input type="checkbox"/> No	_____
_____	_____	<input type="checkbox"/> Glass <input type="checkbox"/> Plastic	<input type="checkbox"/> Yes / <input type="checkbox"/> No	_____
_____	_____	<input type="checkbox"/> Glass <input type="checkbox"/> Plastic	<input type="checkbox"/> Yes / <input type="checkbox"/> No	_____

Duplicate Sample No(s): _____

Comments: _____

☐ Continued on Back

Signature _____ Date _____

Testing Parameters

[illegible]Special Shipment/Handling
or Storage Requirements

Method of Shipment

Relinquished by

Received by

Relinquished by

Received by

Signature

Signature

Signature:

Signature

Printed Name _____

Printed Name

Printed Name

Printed Name

Company

Company

Company

Company

Date _____ Time _____

Date _____ Time _____

Date: . Time: .

Time:

CUSTODY SEAL

LANDAU ASSOCIATES, INC.
P.O. Box 1029 / Edmonds, WA 98020-9129
Phone: (206)778-0907 / FAX: (206)778-6409

Signature _____ Date _____

[illegible]

CORRECTIVE ACTION REPORT

Project Task and Name: _____

Sampling Dates Involved: _____

Material to be Sampled: _____

Measurement Parameter: _____

Acceptable Data Range: _____

Means of Detecting Problems (field observations, systems audit, etc.): _____

Problem Areas Requiring Corrective Action: _____

Schedule for Corrective Action: _____

Measures to Correct Problems: _____

Corrective Actions Initiated By: _____

Title: _____

Approval for Corrective Actions: _____

Title: _____ Date: _____

Signature: _____

SAMPLING PROCEDURE ALTERATION CHECKLIST

Project Name and Number:

Material to be Sampled:

Measurement Parameter:

Standard Procedure for Field Collection (cite reference):

Reason for Change in Field Procedure:

Variation from Field Procedure:

Special Equipment, Materials, or Personnel Required:

Initiator's Name:
Project Approval:
QA Officer Reviewer:

Date:
Date:
Date:

Construction Contingency Plan

APPENDIX B

CONSTRUCTION CONTINGENCY PLAN

INTRODUCTION

There is a small potential for unexpected contamination, related to prior property use, to be encountered at the Union Station property during foundation construction. This plan identifies the approach to monitor for indications of contamination during foundation construction and to manage contamination if encountered. The approach identified in this plan will be considered when preparing earthwork and foundation construction specifications.

MONITORING AND OBSERVATIONS DURING CONSTRUCTION

During construction activities performed as part of foundation construction, soil and groundwater conditions will be observed for visual and olfactory indications of contamination.

ACTIONS IF CONTAMINATED SOIL IS ENCOUNTERED

If soil is encountered that, due to color, texture, sheen, or odor, appears to be contaminated, the following steps will be taken:

- Appropriate health and safety measures will be implemented.
- The location characteristics, presence of groundwater, and odor of the apparently contaminated soil (or, if it has been excavated, the former location) will be documented.
- The property owner and the Washington State Department of Ecology (Ecology) will be advised that indications of possible contamination have been encountered and further evaluation is in progress.
- If the soil has already been excavated, it will be staged at the property and temporarily stored on plastic sheeting, separate from other excavated soil to allow sampling and evaluation. If the soil has not been excavated and excavation is planned as part of construction, the soil will be excavated and handled as above. If the soil has not been excavated and excavation is not planned as part of construction, the soil will not be disturbed unless excavation is necessary to prevent construction delays.
- Samples of the excavated soil will be collected and chemically analyzed for likely contaminants based on observed characteristics and constituents already detected or likely to be present at the property. The sampling approach and number of samples to be collected from excavated soil will be appropriate to characterize the volume of excavated soil. If the potentially contaminated soil has not been excavated, the number

of samples to be collected will be appropriate for the areal extent of apparent contamination. Analytical results will be submitted to Ecology within 30 days of receipt.

- Excavated soil will be managed appropriately, based on the analytical results, and in accordance with the applicable regulations.

ACTIONS IF CONTAMINATED GROUNDWATER IS ENCOUNTERED

If groundwater is encountered that, due to color, appearance, sheen, or odor appears to be contaminated the following steps will be taken.

- Appropriate health and safety measures will be implemented.
- The location and characteristics of the apparently contaminated groundwater will be documented.
- The property owner and Ecology will be advised that indications of possible contamination have been encountered and further evaluation is in progress.
- A sample of the groundwater will be collected and analyzed for likely contaminants based on observed characteristics and constituents already detected or likely to be present in groundwater at the property, to allow management of water as described below.

MANAGEMENT OF CONTAMINATED MATERIAL

If concentrations of constituents in excavated soil exceed dangerous waste criteria, the soil will be taken to a permitted facility for treatment or disposal. If concentrations of constituents in excavated soil do not exceed dangerous waste criteria, the soil may be removed to a facility authorized to treat or dispose of that soil or it may be managed onsite. Disposition of soil will be documented.

If the sampling results indicate contamination, and if contaminated groundwater must be removed from the property to facilitate construction, King County - METRO will be contacted and any required approvals will be obtained prior to pumping the groundwater to the sanitary sewer. If analysis results are not yet available, the groundwater may be pumped into a storage tank for temporary storage. If the groundwater cannot be discharged to the sanitary sewer, treatment or disposal will be arranged in conformance with applicable regulations.

B/A

ATTACHMENT C
RESTRICTIVE COVENANT

Union Station Associates, L.L.C. ("Owner") is the fee owner of real property in the County of King, State of Washington, hereafter referred to as the "Property." A legal description of the Property is attached.

The Property has been the subject of remedial action under Chapter 70.105D RCW. The work done to clean up the Property (herein after "Remedial Action") is described in the Cleanup Action Plan entered in *State of Washington, Department of Ecology v. Union Station Associates, L.L.C.*, King County Superior Court Cause No. _____. This Restrictive Covenant is required by the Department of Ecology ("Ecology") under WAC 173-340-440 (1991 ed.) due to residual concentrations of hazardous substances remaining at the Property as described in the Cleanup Action Plan.

Owner makes the following declarations as to limitations, restrictions, and uses to which the Property may be put, and specifies that such declarations shall constitute covenants to run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property.

Section 1. No groundwater may be taken for domestic purposes from the Property.

Section 2. No wells of any sort, unless associated with the Remedial Action, may be constructed on the Property.

1 Section 3. There will be no residential housing or day care
2 facilities located at street level on the Property.

3 Section 4. Without approval from Ecology, the capping
4 components and groundwater monitoring and treatment facility
5 called for in the Cleanup Action Plan will not be altered,
6 modified or removed in any manner that may result in the
7 release or exposure to the environment of contaminated soil
8 or create a new exposure pathway.

9 Section 5. Owner and Owner's assigns and successors in
10 interest reserve the right under WAC 173-340-440 (1991 ed.)
11 to record an instrument which provides that this Restrictive
12 Covenant shall no longer limit use of the Property or be of
13 any further force or effect. However, such an instrument may
14 be recorded only with the consent of Ecology, or of a
15 successor agency. Ecology, or a successor agency, may
16 consent to the recording of such an instrument only after
17 public notice and comment.

18
19 Dated: _____

20
21 Name: _____

22 Title: _____
23 For Union Station Associates, L.L.C.

ATTACHMENT D

NOTICE OF PROPOSED TRANSFER

To: Department of Ecology Project Coordinator
Attorney General's Office

From: Union Station Associates or Current Successor in
Interest and Assigns, and Proposed Transferee

1. Pursuant to the Prospective Purchaser Consent Decree
Re: Union Station (King County Superior Court Cause No.

_____), _____ and _____
hereby give the Department of Ecology ("Ecology") notice of a
proposed transfer in interest of the Property.

2. [Proposed Transferee] intends to [purchase/lease]
[all/_____ square feet of] the Property of for purposed of
_____.

3. Ecology has thirty (30) days from this notification
to object to [Proposed Transferee] becoming a party to the Decree
on the basis of an Ecology determination that [Current Owner] is
or [Proposed Transferee] will be in violation of a material term
of the Decree as contemplated by paragraph 48 of the Decree.

4. Failure of Ecology to take the actions described in
Paragraph 3 above shall result in acceptance of the transfer
proposed herein. [Proposed Transferee] may seek entry by the
court of its proposed amendment (see Attachment E) without
signature by Ecology.

1 The undersigned hereby certify that they are in compliance
2 with all terms and conditions of the Decree.
3

4 UNION STATION ASSOCIATES, L.L.C.
5 OR SUCCESSORS IN INTEREST AND
6 ASSIGNS

PROPOSED TRANSFEREE

7 Date: _____

Date: _____

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4 KING COUNTY SUPERIOR COURT
5 IN AND FOR THE STATE OF WASHINGTON
6

7 STATE OF WASHINGTON
8 DEPARTMENT OF ECOLOGY

9 Plaintiff,

10 vs.

11 UNION STATION ASSOCIATES, L.L.C.
12 a Washington Limited Liability
13 Company, et al.

14 Defendant

) No.

) AMENDMENT TO PROSPECTIVE
) PURCHASER CONSENT DECREE
) RE: UNION STATION
) (AGREEMENT OF SUCCESSORS IN
) INTEREST AND ASSIGNS)
)
)
)

15
16 The undersigned Successors in Interest and Assigns are made a
17 party to the Prospective Purchaser Consent Decree Re: Union
18 Station (King County Superior Court Cause No. ____). The
19 undersigned hereby agrees to be bound by all applicable provisions
20 of the Decree.

21 This Agreement of Successors in Interest and Assigns shall be
22 effective upon approval by the Court.

23 So ordered this ____ day of _____, 1997.

24
25
26 Judge

King County Superior Court

IT IS SO AGREED BY THE UNDERSIGNED SUCCESSORS IN INTEREST AND
ASSIGNS:

By: _____

Its: _____

Date: _____

Address: _____

IT IS SO AGREED BY THE DEPARTMENT OF ECOLOGY

By: _____

Its: _____

Date: _____

Address: _____

IT IS SO AGREED BY THE OFFICE OF THE ATTORNEY GENERAL

By: _____

Its: _____

Date: _____

Address: _____

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3 KING COUNTY SUPERIOR COURT
4 IN AND FOR THE STATE OF WASHINGTON
5

6 STATE OF WASHINGTON
7 DEPARTMENT OF ECOLOGY

8 Plaintiff,

9 vs.

10 UNION STATION ASSOCIATES, L.L.C.
11 a Washington Limited Liability
12 Company, et. al.

13 Defendant

) No.

) AMENDMENT TO PROSPECTIVE
) PURCHASER CONSENT DECREE
) RE: UNION STATION
) (ADDITIONAL ASSOCIATED ENTITIES)

14
15 The undersigned Associated Entities are made a party to the
16 Prospective Purchaser Consent Decree Re: Union Station (King
17 County Superior Court Cause No. ____). The undersigned hereby
18 agrees to be bound by all applicable provisions of the Decree.

19 This Agreement of Additional Associated Entities shall be
20 effective upon approval by the Court.

21 So ordered this ____ day of _____, 1997.

22
23 Judge
24 King County Superior Court

25 IT IS SO AGREED BY _____:

26 By: _____

1 Its: _____

2 Date: _____

3 Address: _____

4 IT IS SO AGREED BY THE DEPARTMENT OF ECOLOGY

5 By: _____

6 Its: _____

7 Date: _____

8 Address: _____

9 IT IS SO AGREED BY THE OFFICE OF THE ATTORNEY GENERAL

10 By: _____

11 Its: _____

12 Date: _____

13 Address: _____

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3 KING COUNTY SUPERIOR COURT
4 IN AND FOR THE STATE OF WASHINGTON
5

6 STATE OF WASHINGTON
7 DEPARTMENT OF ECOLOGY

8 Plaintiff,

9 vs.

10 UNION STATION ASSOCIATES, L.L.C.
11 a Washington Limited Liability
12 Company, et. al.

13 Defendant

) No.

) AMENDMENT TO PROSPECTIVE
) PURCHASER CONSENT DECREE
) RE: UNION STATION
) (ADDITIONAL ASSOCIATED ENTITIES)

14
15 The undersigned Associated Entities are made a party to the
16 Prospective Purchaser Consent Decree Re: Union Station (King
17 County Superior Court Cause No. ____). The undersigned hereby
18 agrees to be bound by all applicable provisions of the Decree.

19 This Agreement of Additional Associated Entities shall be
20 effective upon approval by the Court.

21 So ordered this ____ day of _____, 1997.

22
23 Judge
24 King County Superior Court

25 IT IS SO AGREED BY _____:

26 By: _____

1 Its: _____

2 Date: _____

3 Address: _____

4 IT IS SO AGREED BY THE DEPARTMENT OF ECOLOGY

5 By: _____

6 Its: _____

7 Date: _____

8 Address: _____

9 IT IS SO AGREED BY THE OFFICE OF THE ATTORNEY GENERAL

10 By: _____

11 Its: _____

12 Date: _____

13 Address: _____

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ATTACHMENT G

ADMINISTRATIVE RECORD

Initial Application for a Prospective Purchaser Agreement for the Union Station Project, dated March 29, 1996.

Detailed Application for a Prospective Purchaser Agreement for the Union Station Project, dated July 2, 1996, Volumes One and Two.

Appendices, Focused Remedial Investigation and Feasibility Study, Union Station, Seattle, Washington, dated July 1, 1996.

Electronic data file PARAM22.XLS, dated 10/10/96.

Union Station Prospective Purchaser Agreement Information Submitted to Ecology October 1, 1996.

Supplemental Monitoring Report, Union Station Property, Seattle, Washington, dated December 2, 1996.

PURCHASE AND SALE AGREEMENT

Between

**UNION PACIFIC RAILROAD COMPANY,
a Utah Corporation**

SELLER

and

**NITZE-STAGEN AND CO., INC.,
a Washington Corporation**

BUYER

DATED: April 1, 1997

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made this 1st day of April, 1997 ("Execution Date"), by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation ("Seller"), and NITZE-STAGEN AND CO., INC., a Washington corporation ("Buyer").

RECITALS:

A. Seller is the owner of the real property (the "Real Property") in Seattle, King County, Washington, described in **Exhibit 1** attached hereto and made a part hereof.

B. Seller and Buyer have previously executed Option Agreement ("Option Agreement") dated May 23, 1996, the terms of which are incorporated herein by this reference. By execution of this Agreement and delivery of other performances specified in the Option Agreement, Buyer has exercised its option to purchase the Real Property.

NOW, THEREFORE, the parties hereto agree as follows:

1. PURCHASE AND SALE OF PROPERTY.

Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Real Property together with (a) all easements, air and development rights and other appurtenances thereunto belonging, and all of Seller's right, title and interest in and to any and all streets, alleys or public ways adjacent thereto, before or after vacation thereof (collectively, the "Appurtenances"); (b) the buildings and other improvements on the Real Property ("Improvements"), but excluding from the Improvements those improvements which are owned by The Municipality of Metropolitan Seattle, any tenant fixtures owned by tenants, and improvements dedicated to or constructed by any utility company or governmental entity; (c) all of Seller's interest in the furniture, fixtures, fittings, apparatus, equipment and machinery, if any, affixed or attached to, located on, or used in connection with the Real Property and Improvements ("Personal Property"); and (d) all of Seller's right, title and interest in and to the following intangible personal property ("Intangible Personal Property"), to the extent assignable: (i) the leases listed on **Exhibit 2** attached hereto and made a part hereof ("Leases"), together with all security and other tenant deposits, and all prepaid rent, if any, collected pursuant to the Leases; (ii) all use, occupancy and operating permits and licenses for the Real Property and Improvements; (iii) all development rights and permits for the Real Property and Improvements [including without limitation, that certain Property Use and Development Agreement dated December 12, 1989, recorded in the records of the Director of Records and Elections of King County, Washington, under Recording No. 9002200365 and filed in C.F. 297244, and amended by an Amendment to Property Use and Development Agreement dated November 10, 1995, approved by City of Seattle Ordinance No. 117938 dated December 4, 1995, and recorded in the records of the Director of Records and Elections of King County, Washington, under Recording

No. 9512150650 ("PUDA"), and that certain application and petition for Planned Community Development approved by City of Seattle Ordinance No. 114918 on January 29, 1990 and recorded on February 16, 1990, in the records of the Director of Records and Elections of King County, Washington, under Recording No. 9002161696 ("PCD"); (iv) all design, engineering and architectural plans, drawings and specifications relating to the construction or installation of future improvements on the Real Property or renovations of the Improvements ("Plans and Specifications"); (v) all guarantees and warranties, if any, arising from the design, construction, operation and maintenance of the Improvements; (vi) the Union Station Housing Benefit Agreement between Union Pacific Realty Company and Local Initiative Support Corporation ("Housing Agreement"); and (vii) the service, maintenance, brokerage and similar contracts in connection with the operation, use, maintenance and management of the Real Property and Improvements, as listed on **Exhibit 3** attached hereto and hereby made a part hereof ("Service Contracts").

2. PAYMENT OF PURCHASE PRICE.

2.1 Amount of Purchase Price. The purchase price for the Property is ELEVEN MILLION TWO HUNDRED THOUSAND DOLLARS (\$11,200,000.00) ("Purchase Price").

2.2 Payment of Purchase Price. Not later than one (1) business day before the Closing Date (as defined in Section 5.1 below), Buyer shall deposit with First American Title Insurance Company, 2101 Fourth Avenue, Suite 800, Seattle, Washington 98121-9977 ("Escrow Holder"), in "good funds" payable to Seller or order the total amount of the Purchase Price. "Good funds" means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a reputable financial institution located in the State of Washington, or cash, for immediate credit.

3. DELIVERY OF DOCUMENTS REQUIRED FROM SELLER AND BUYER.

3.1 Delivery by Seller. Not later than one (1) business day before the Closing Date, Seller shall deposit with Escrow Holder the following:

(a) A Special Warranty Deed to the Real Property and Improvements, in the form attached hereto as **Exhibit 4**, duly executed by Seller, together with a completed real estate excise tax affidavit.

(b) A Bill of Sale covering the Personal Property, in the form attached hereto as **Exhibit 5** and duly executed by Seller.

(c) An Assignment and Assumption of the Leases, in the form attached hereto as **Exhibit 6** and duly executed by Seller.

(d) An Assignment and Assumption of Intangible Property (except for such Intangible Property as is covered by separate Assignments as provided below), in the form attached hereto as **Exhibit 7** and duly executed by Seller.

(e) An Assignment and Assumption of Service Contracts, in the form attached hereto as **Exhibit 8** and duly executed by Seller.

(f) An Assignment and Assumption of the PCD and PUDA, in the form attached hereto as **Exhibit 9** and duly executed by Seller.

(g) An Assignment and Assumption of the Housing Agreement, in the form attached hereto as **Exhibit 10** and duly executed by Seller.

(h) An Affidavit in the form attached hereto as **Exhibit 11**, executed by Seller, certifying that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended. If the Affidavit is properly executed and delivered, no tax withholding shall be made by Buyer of any portion of the Purchase Price.

3.2 Delivery by Buyer. Not later than one (1) business day before the Closing Date, Buyer shall deposit with Escrow Holder the following:

- (a) The Purchase Price in Funds.
- (b) The Bill of Sale, duly executed by Buyer.
- (c) The Assignment and Assumption of Leases, duly executed by Buyer.
- (d) The Assignment and Assumption of Intangible Property, duly executed by Buyer.
- (e) The Assignment and Assumption of Service Contracts, duly executed by Buyer.
- (f) The Assignment and Assumption of PCD and PUDA, duly executed by Buyer.
- (g) The Assignment and Assumption of the Housing Agreement, duly executed by Buyer.

4. TITLE TO PROPERTY.

4.1 Intervening Liens. Any liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way and other matters affecting title to the Real Property which appear in supplemental reports to the commitment for title insurance issued

by First American Title Insurance Company dated February 15, 1995, Order No. 298136-S (the "Commitment"), which are created or which may appear of record or otherwise be revealed after the date of the Commitment but before Closing ("Intervening Liens"), shall be subject to Buyer's approval, unless previously consented to by Buyer. Buyer shall have ten (10) days after notice in writing of any Intervening Lien, together with a description thereof and a copy of the instrument creating or evidencing the Intervening Lien (if available), to submit to Seller written objections thereto. Buyer's failure to give such notice of objection within the ten (10) day period shall be deemed to be Buyer's approval of all Intervening Liens. If Buyer timely notifies Seller of objectionable Intervening Liens and all or some of the objectionable items are not cured or deleted as exceptions to title on or before the Closing Date, Buyer may terminate this Agreement by giving Seller written notice of termination within ten (10) days after the Closing Date. The procurement by Seller of a commitment for the issuance of the Title Policy, or an endorsement thereto, insuring Buyer against any objectionable item, shall be deemed a cure by Seller. Buyer's failure to timely deliver written notice to Seller of its election to terminate this Agreement shall be deemed to be Buyer's approval of all Intervening Liens, except for Intervening Liens caused, created, or permitted to be created by Seller in violation of the following sentence. Seller shall not cause, create or permit the creation of any Intervening Lien, except as may be required by law or consented to by Buyer (which consent shall not be unreasonably withheld or delayed).

4.2 Title. At the Closing, Seller shall convey to Buyer fee simple title to the Real Property, by execution and delivery of the Special Warranty Deed. Title shall be evidenced by the issuance by First American Title Insurance Company (the "Title Company") of an ALTA Owner's Policy of Title Insurance in the full amount of the Purchase Price (the "Title Policy"), insuring fee simple title to the Real Property in Buyer, subject only to:

(a) a lien to secure payment of real property taxes and assessments, not delinquent.

(b) matters affecting the condition of title created or permitted to be created by or with the written consent of Buyer.

(c) standard ALTA exceptions and exceptions which are disclosed by the Commitment, or by any supplemental report and which are approved or deemed approved by Buyer in accordance with Section 4.1 of this Agreement.

4.3 Extended Coverage. Buyer may, at its election, request that the Title Policy be for extended coverage, provided, however, that the additional cost thereof shall be borne by Buyer, and provided further, that obtaining extended coverage shall not delay or be a condition to Closing.

5. CLOSING.

5.1 Closing Date. Escrow shall close on or before August 15, 1997 ("Closing Date"). The terms "the Close of Escrow", and/or the "Closing" are used herein to mean the time Seller's Special Warranty Deed is filed for record by Escrow Holder in the Deed Records of King County, Washington.

5.2 Closing of Escrow. Provided that Escrow Holder has received the documents and funds described in Sections 2 and 3 hereof, and Title Company has issued or is unconditionally prepared and committed to issue the Title Policy to Buyer as of the Closing Date, Escrow Holder is authorized and instructed to (a) record the Special Warranty Deed; (b) deliver the items deposited by Seller pursuant to Section 3.1 to Buyer, with copies thereof to Seller; (c) deliver the Purchase Price to Seller, less (i) the real estate brokerage commission payable by Seller pursuant to Section 5.2 of the Option Agreement, and (ii) Seller's share of prorations and costs of Escrow in accordance with Sections 6.4 and 6.5 below; (d) deliver the other items deposited by Buyer pursuant to Section 3.2 to Seller, with copies to Buyer; and (e) deliver a conformed copy of the recorded Special Warranty Deed to each of Buyer and Seller.

5.3 Disbursement of Funds. On the Close of Escrow, Escrow Holder shall disburse the Purchase Price [less (a) Seller's share of prorations pursuant to Section 6.4; (b) Seller's share of costs of Escrow pursuant to Section 6.5; and (c) the real estate brokerage commission payable by Seller pursuant to Section 5.2 of the Option Agreement] in immediately available funds, and, unless otherwise instructed by Seller, Escrow Holder shall cause such funds to be sent by wire transfer as follows:

First Bank Nebraska
Omaha, Nebraska 68102
ABA Routing #104000029
For Credit Union Pacific Railroad Company
Account No. 148744571164

Such funds are to be wired as of 11:00 a.m. on such date in order that such funds may be received by Seller on the Close of Escrow. If such funds cannot be wired to Seller on the Close of Escrow, Escrow Holder shall, unless otherwise directed in writing by Seller, invest the funds overnight in an interest-bearing account.

6. ESCROW PROVISIONS.

6.1 Escrow Instructions. This Agreement, when signed by Buyer and Seller, shall serve as the instructions to Escrow Holder for creation of the escrow ("Escrow") to consummate the purchase and sale contemplated hereby. Seller and Buyer agree to execute such supplementary escrow instructions containing Escrow Holder's general provisions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of

this Agreement and Escrow Holder's general provisions, the terms of this Agreement shall control. Escrow Holder shall be responsible for undertaking only such matters in connection with the Closing as are specifically provided for herein or in any additional or supplementary escrow instructions delivered by the parties.

6.2 Termination and Cancellation of Escrow. Time is of the essence of this Agreement. If Escrow fails to close as provided above, Escrow shall terminate automatically on the Closing Date without further action by Escrow Holder or any party, and Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

6.3 Other Instruments. Seller and Buyer shall each deposit such other instruments and take such other actions as are reasonably required by Escrow Holder or otherwise required to close the Escrow and consummate the purchase of the Property in accordance with the terms hereof.

6.4 Prorations. All revenues and expenses of the Property, including, without limitation, real property taxes, special taxes, assessments and utility fees and/or deposits, shall be prorated and apportioned between Buyer and Seller as of 12:01 a.m. on the Closing Date, so that Seller bears all expenses with respect to the Property and has the benefit of all income with respect to the Property through and including the date immediately preceding the Closing Date, except as otherwise provided in Article IV of the Option Agreement. Expenses shall include, but are not limited to, real property taxes and utility charges. Seller and Buyer agree that any prorations which cannot be calculated accurately as of the Closing Date shall be prorated on the basis of the parties' reasonable estimates, and shall be recomputed sixty (60) days after the Closing Date. Either party owing the other party a sum of money based on such subsequent proration adjustment shall promptly pay said sum to the other party, and, if payment is not made within ten (10) days after delivery of a bill therefor, shall pay interest thereon at the lesser of the rate of eight percent (8%) per annum or the highest rate permitted by law, from the Closing Date to the date of payment.

6.5 Costs and Expenses. The costs and expenses of Escrow upon Close of Escrow shall be allocated as follows: Seller shall pay the premium for the Title Policy (to the extent it does not exceed the cost of an ALTA Standard Coverage Owner's Policy of Title Insurance), any endorsements to the Title Policy necessary to cure any Intervening Liens objected to by Buyer as provided in Section 4.1 of this Agreement, and the cost of any documentary, excise or other transfer taxes applicable to the sale. Buyer shall pay all other recording charges and the premium for the Title Policy to the extent it exceeds the cost of an ALTA Standard Coverage Owner's Policy of Title Insurance with endorsements thereto which Seller is required to pay for as provided above. Buyer and Seller shall share equally all other costs and charges of the Escrow.

7. ENVIRONMENTAL INDEMNITY AND RELEASE.

(a) Indemnification by Seller.

(i) Subject to the limitations in this subparagraph (a), Seller agrees to indemnify and save Buyer harmless from and against any and all liabilities, claims, actions, or causes of action, assessments, losses, costs, damages (but excluding consequential damages), expenses (including, without limitation, reasonable attorneys' fees and costs, including such fees and costs on appeal), or demands (collectively, "Losses") suffered by Buyer and caused by the presence of any Unknown Hazardous Substances (as defined in subparagraph (v) below) on or under the Property, existing as of and/or prior to the Closing Date, except to the extent caused or exacerbated by Buyer or Buyer's agents, contractors or employees.

(ii) In the event that any claim for indemnity is asserted against Seller, Buyer shall, within forty-five (45) days after learning of such claim notify Seller thereof in writing. In the event Buyer shall fail to give notice of such claim as aforesaid, Seller shall have no obligation to indemnify Buyer with respect to such claim. Seller shall have the right, upon written notice to Buyer within sixty (60) days after receipt from Buyer of notice of such claim, to defend against such claim in its own name, or if necessary in the name of Buyer, using counsel reasonably acceptable to Buyer. In the event that Seller shall fail to give such notice, it shall be deemed to have elected not to defend against the subject claim, and in such event Buyer shall conduct such defense. Without regard to whether Seller defends against such claim, Seller will not be subject to any liability for any settlement made without its consent (but such consent will not be unreasonably withheld). In the event that Seller does elect not to defend against the subject claim, Seller will cooperate with and make available to Buyer such assistance and materials as may be reasonably requested by it, all at the expense of Seller, provided that Buyer shall have the right to compromise and settle the claim only with the prior written consent of Seller.

(iii) Seller's indemnification under subparagraph (i) above shall be limited to a total out-of-pocket expenditure by Seller of Two Million Five Hundred Thousand Dollars (\$2,500,000.00). Further, Buyer shall bear the first \$50,000.00 of all Losses, and shall thereafter pay one-half of all Losses on a dollar-for-dollar basis.

(iv) Seller's indemnification under subparagraph (i) above shall survive Closing only until the earlier to occur of (A) the day ninety (90) days after completion of full development of the Property in accordance with the PUDA, or (B) five (5) years after Closing. No claims under this subparagraph (a) may be made after such earlier date to occur.

(v) As used herein, the term "Hazardous Substances" means substances designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1257, et seq., the Clean Air Act, 42 U.S.C. §2001, et seq., the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. §9601, et seq., or the Hazardous Waste Cleanup -- Model Toxics Control Act, RCW 70.105D, et seq., and any substance which after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer and/or genetic abnormalities. The term "Unknown Hazardous Substances" means all Hazardous Substances the past or current presence of which (regardless of location, concentration level, or changes in chemical composition) on or under the Property is not disclosed in the Property Materials, as defined in the Option Agreement, or is not discovered by or otherwise disclosed to Buyer prior to the Closing Date.

(b) Release by Buyer. Buyer, for itself, its successors and assigns, hereby waives, releases, remises, acquits and forever discharges Seller, its affiliates, their employees, agents, officers, successors and assigns, of and from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Buyer now has or which Buyer may have in the future on account of or in any way arising out of or in connection with the known or unknown physical or environmental condition of the Property (including, without limitation, the presence of Hazardous Substances on or under the Property existing as of and/or prior to the Closing Date), or any federal, state or local law, ordinance, rule or regulation applicable thereto, including, without limitation, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation and Recovery Act; excepting, however, Unknown Hazardous Substances to the extent Seller is required to indemnify Buyer under subparagraph (a) above.

8. POSSESSION.

Possession of the Property shall be delivered to Buyer at Closing, subject to the Leases.

9. MISCELLANEOUS.

9.1 Notices. Any notice or other communication required or permitted to be given under this Agreement ("Notices") shall be in writing and shall be (a) personally delivered, (b) delivered by a reputable overnight courier, or (c) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Telecopy notices shall be deemed valid only to the extent they are actually received by the individual to whom addressed and followed by delivery of actual notice in the manner described in (a), (b), or

(c) above within three (3) business days thereafter. Notices shall be deemed received at the earlier of actual receipt, or one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit, or three (3) business days following deposit in the U.S. mail as evidenced by a return receipt. Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other in the manner described above:

If to Owner: UNION PACIFIC RAILROAD COMPANY
1416 Dodge Street, Room 1100
Omaha, Nebraska 68179-0001
Attn: R. D. Uhrich
PHONE: (402) 271-4927
FAX: (402) 271-5493

with copy to: UNION PACIFIC RAILROAD COMPANY
1416 Dodge Street, Room 830
Omaha, Nebraska 68179-0001
Attn: C. M. Smith
PHONE: (402) 271-5761
FAX: (402) 271-5610/5625

If to Optionee: NITZE-STAGEN AND CO., INC.
SODO Center, Suite 305
2401 Utah Avenue South
Seattle, Washington 98134
Attn: Frank P. Stagen and Kevin Daniels
PHONE: (206) 467-0420
FAX: (206) 467-0423

with copy to: RYAN, SWANSON & CLEVELAND
1201 Third Avenue
Suite 3400
Seattle, WA 98101-3034
Attn: David H. Oswald
PHONE: (206) 464-4224
FAX: (206) 583-0359

9.2 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, except that Buyer's interest under this Agreement may not be assigned, encumbered or otherwise transferred, whether voluntarily, involuntarily, by operation of law or otherwise, without the consent in writing of Seller (other than an assignment of the right to take title to the Property upon consummation of this Agreement, for which no consent of Seller shall be required). Any assignment, encumbrance or other transfer in violation of the foregoing shall be void and Buyer shall be deemed in default hereunder.

9.3 Amendments. This Agreement may be amended or modified only by a written instrument executed by the party or parties asserted to be bound thereby.

9.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

9.5 Merger of Prior Agreements. This Agreement (including the riders and exhibits hereto, and the Option Agreement) constitutes the entire agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

9.6 Time of the Essence. Seller and Buyer agree that time is strictly of the essence with respect to each and every provision of this Agreement.

9.7 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

9.8 Dates of Performance. In the event that any date for performance by either party of any obligation hereunder required to be performed by such party falls on a Saturday, Sunday or nationally recognized holiday, the time for performance of such obligation shall be deemed extended until the next business day following such date.

9.9 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

9.10 Damage and Condemnation.

(a) Condemnation. If, prior to the Close of Escrow, a governmental agency commences or imminently threatens in writing to commence any eminent domain proceedings to take any material portion of the Property (collectively, "Condemnation"), Buyer shall have the right, exercisable by notice to Seller within fifteen (15) days after Buyer's receipt of written notice of any Condemnation proceedings, to terminate this Agreement, in which case neither party shall have any further rights or obligations under this Agreement. If Buyer does not elect to terminate pursuant to this Section 9.10, the net proceeds of Condemnation awards payable to Seller by reason of Condemnation shall be paid or assigned to Buyer upon the Close of Escrow.

(b) Damage. If, prior to the Close of Escrow, the Property is damaged by fire, flood, earthquake or other insured casualty to a material degree, that is, if the cost of restoration of the damaged Property exceeds twenty percent (20%) of the Purchase Price, Buyer shall have the option either to (i) elect not to acquire the Property, in which case this

Agreement shall terminate, and the parties shall be relieved of all further rights and obligations with respect thereto, or (ii) to acquire the Property, subject to such casualty without adjustment in the Purchase Price and otherwise in accordance with the terms and provisions of this Agreement, but Buyer shall be entitled to all net insurance proceeds paid by an insurer on account of such casualty which would otherwise accrue to Seller. Buyer shall give written notice to Seller of any election pursuant to this Section 9.10 within fifteen (15) business days following receipt by Buyer of written notice of such casualty. Failure of Buyer to make such election within said period shall be deemed an election to proceed to purchase the Property pursuant to clause (ii) above. If prior to the Close of Escrow, the Property suffers a casualty other than to an extent entitling Buyer to elect not to acquire the Property pursuant to this Section 9.10, Buyer shall Close the transaction contemplated by this Agreement in accordance with the terms hereof as though such casualty had not occurred, except that Seller shall, at Closing, assign to Buyer any net insurance proceeds paid or payable to Seller in respect thereof.

9.11 No Recording. Neither this Agreement nor a memorandum thereof shall be recorded without the consent of Seller. Any such recordation without Seller's consent shall, at the election of Seller, terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BUYER:

NITZE-STAGEN AND CO., INC., a Washington corporation

By: 

Title: PRESIDENT

SELLER:

UNION PACIFIC RAILROAD COMPANY, a Utah corporation

By: 

Title: Assistant Vice President

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On April 30, 1997, before me, a Notary Public in and for said County and State, personally appeared FRANK P. Stagen, President of NITZE-STAGEN AND CO., INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Linda Pieratt

Notary Public LINDA PIERATT

(SEAL)

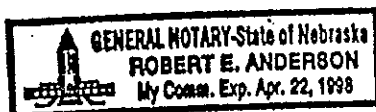
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On April 1, 1997, before me, a Notary Public in and for said County and State, personally appeared R D Urich, Assistant Vice President of UNION PACIFIC RAILROAD COMPANY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Robert E. Anderson
Notary Public

(SEAL)



LEGAL DESCRIPTION OF REAL PROPERTY

Parcel 1

A portion of Lots 4, 5, 6, 7 and 8 and of the vacated alley in Block 28 of D. S. Maynard's Plat of the Town (now City) of Seattle, King county, Washington, according to the recorded plat thereof, more particularly described as follows;

Beginning at the southwest corner of said Lot 4;
thence north along the west line of said Lot 4 a distance of 55.0 feet to a southwesterly corner of that certain parcel of land described in Warranty Deed dated August 2, 1954, from Union Pacific Railroad Company to Dorothy Replin, Identified in said Railroad Company's records as C. D. No. 40800-1, Union Pacific Land sold Audit No. 2322;
thence southeasterly along a southwesterly line of said deeded parcel of land, which is a tangent curve concave northeasterly having a radius of 40.0 feet, a distance of 62.83 feet to a point that is 15.0 feet distant northerly, measured at right angle from the south line of said Block 28;
thence east along the southerly line of said deeded parcel of land which is a straight line parallel with said south line of Block 28, a distance of 138.0 feet, more or less, to a point that is 78.0 feet distant westerly, measured at right angles, from the east line of said Block 28;
thence North along the east line of said deeded parcel of land which is a straight line parallel with said east line of Block 28, a distance of 225.0 feet, more or less, to a point in the north line of said Block 28;
thence east along said north line of Block 28, a distance of 78.0 feet, more or less, to the northeast corner of said Block;
thence south along the east line of said Block, a distance of 240.0 feet to the southeast corner thereof;
thence west along the south line of said Block, a distance of 256.0 feet to the TRUE POINT OF BEGINNING.

Containing an area of 21,720 square feet or 0.50 of an acre, more or less.

8/19/90

Parcel 2

A parcel of land being all of Blocks 25, 26 and 27 and the vacated alleys located therein of D. S. Maynard's Plat of the Town (now City) of Seattle, according to the recorded plat thereof, and all of Blocks 201, and 202 and the vacated alleys located therein of the plat of the Seattle Tide Lands according to the recorded plat thereof, and all those portions of vacated King, Weller and Lane Streets adjoining to the above mentioned Blocks, all in the City of Seattle, King County, Washington.

Containing an area of 260,870 square feet or 5.99 acres, more or less.

Parcel 3

A parcel of land being portions of Lots 1, 2, 3, 4, 5, 6, and 7 on the Columbia & Puget Sound Railroad Replat of part of Block 283 of the Seattle Tide Lands according to the recorded plat there of, in the City of Seattle, King County, Washington, more particularly described as follows:

Beginning at the most northerly corner of said Replat;

thence southerly along the westerly line of said Replat, South 01 degree 08 minutes 05 seconds West, 402.58 feet to the southwest corner of said Replat;

thence along the southerly line of said Replat, South 88 degrees 51 minutes 55 seconds East, 129.94 feet to the beginning of a nontangent curve concave northeasterly, from which point a radial line bears North 77 degrees 10 minutes 43 seconds East, 1127.00 feet;

thence northwesterly, along said curve, through a central angle of 14 degrees 02 minutes 27 seconds, 276.18 feet;

thence North 01 degree 13 minutes 10 seconds East, 56.54 feet to a point on the northeasterly line of said Replat;

thence along said northeasterly line, North 51 degrees 59 minutes 37 seconds West, 120.94 feet to the Point of Beginning.

Said parcel contains an area of 38,462 square feet (0.883 acres), more or less.

Was. 443-1

AIR RIGHTS PARCEL:

THAT PORTION OF LOTS 1, 2, 3, 4, 5, 6, AND 7 OF THE COLUMBIA & PUGET SOUND RAILROAD REPLAT OF A PART OF BLOCK 283 OF THE SEATTLE TIDE LANDS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 88, RECORDS OF KING COUNTY, WASHINGTON, LYING ABOVE AN INCLINED PLANE WHICH IS 16.50 FEET ABOVE THE SURFACE OF PAVING BETWEEN HIGHWAY ENGINEERS STATION 10+03.95 AND 13+26.37 OF THE SR 90 EBT LINE, SAID SURFACE BEING SUBSTANTIALLY AS SHOWN ON W.S.D.O.T. MAP "SR 90 SEATTLE TRANSIT ACCESS", SHEETS 35 & 74 OF 1443, AS REVISED ON 9-1-88 AND SHEET 96 OF 1443 AS REVISED ON 3-4-88, EXHIBITTING CENTERLINE ELEVATIONS RELATIVE TO CITY OF SEATTLE DATUM AS FOLLOWS;

ELEVATION 11.41 AT STATION 10+03.95 E.B.T.,
ELEVATION 10.80 AT STATION 10+86.08 V.P.I.,
ELEVATION 16.75 AT STATION 12+11.08 E.V.C.,
ELEVATION 21.99 AT STATION 13+21.14 E.B.T.,

SAID PORTION BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST NORTHERLY CORNER OF SAID REPLAT; THENCE ALONG THE NORTHEASTERLY LINE OF SAID REPLAT, SOUTH 51°59'37" EAST, 120.94 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 01°13'10" WEST, 56.54 FEET, TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1127.00 FEET; THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°30'37" , 226.41 FEET; THENCE NORTH 01°08'05" EAST, 264.77 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID REPLAT; THENCE ALONG SAID NORTHEASTERLY LINE, NORTH 51°59'37" WEST, 27.81 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 4,443 SQUARE FEET (0.102 ACRES), MORE OR LESS.

85223.09/SUR.41A

EXHIBIT 2

LIST OF LEASES

None

EXHIBIT 3

LIST OF SERVICE CONTRACTS

None

EXHIBIT 4**SPECIAL WARRANTY DEED**

UNION PACIFIC RAILROAD COMPANY, a Utah corporation ("Grantor"), for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, bargains, sells and conveys to NITZE-STAGEN AND CO., INC., a Washington corporation, whose postal address is SODO Center, 2401 Utah Avenue South, Suite 305, Seattle, Washington 98134 ("Grantee"), the real property in the City of Seattle, King County, Washington, described in **Exhibit A** attached hereto and hereby made a part hereof.

This deed is made SUBJECT TO the following:

(a) All taxes and assessments, or, if payable in installments, all installments of assessments, levied upon or assessed against the premises described in **Exhibit A** which became or may become due and payable in the year 1997 shall be prorated as of the date of delivery of this deed by Grantor to Grantee, said date being the ____ day of _____, 1997.

(b) Any and all applicable orders and regulations imposed by public authority, whether federal, state or local, and any and all easements, restrictions and/or outstanding rights of record, including, without limitation, the following:

(i) [Exceptions disclosed by the Commitment, or by any supplemental report, and which are approved or deemed approved by Buyer in accordance with Section 4.1 of the Agreement, shall be inserted.]

TO HAVE AND TO HOLD, subject to the aforesaid, the said premises with all rights and appurtenances therewith belonging unto Grantee, its successors and assigns forever, and Grantor hereby covenants with Grantee that it will warrant and defend the title to the said premises unto Grantee, its successors and assigns, except as hereinbefore mentioned, against the lawful claims of all persons claiming by, from or under it, but against none other.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its proper officers this ____ day of _____, 1997.

Attest:

UNION PACIFIC RAILROAD COMPANY,
a Utah corporation

_____(Seal)
Assistant Secretary

By: _____
Title: _____

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On _____, 1997, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Utah corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

 Notary Public

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY TO BE ATTACHED

EXHIBIT 5**BILL OF SALE**

STATE OF NEBRASKA)
) ss:
 COUNTY OF DOUGLAS)

KNOW ALL MEN BY THESE PRESENTS:

That UNION PACIFIC RAILROAD COMPANY, a Utah corporation ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by NITZE-STAGEN AND CO., INC., a Washington corporation ("Grantee"), and other good and valuable consideration, the receipt whereof is hereby acknowledged, has sold and delivered, and by these presents does sell and deliver, unto the said Grantee, all of the following described personal property in King County, Washington, AS IS (except as specifically provided below) AND IN PLACE, to-wit:

All of the personal property including, without limitation, furniture, fixtures, fittings, apparatus, equipment and machinery, if any, affixed or attached to, located on, or used in connection with the real property described in **Exhibit A** attached hereto and incorporated herein by reference for all purposes.

TO HAVE AND TO HOLD the personal property above described unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the _____ day of _____, 1997.

UNION PACIFIC RAILROAD COMPANY,
 a Utah corporation

By: _____
 Name: _____
 Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY TO BE ATTACHED

EXHIBIT 6**ASSIGNMENT AND ASSUMPTION AGREEMENT (LEASES)**

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY ("Assignor"), a Utah corporation, acting by and through its duly authorized officers, has ASSIGNED AND TRANSFERRED, and by these presents does ASSIGN AND TRANSFER unto NITZE-STAGEN AND CO., INC., a Washington corporation ("Assignee"), all of Assignor's right, title and interest in and to the tenant leases ("Leases") now or hereafter affecting the real property (the "Property") described on **Exhibit A**, which Leases, and all amendments thereto, are described on **Exhibit B**, together with all security deposits and other deposits held by Assignor under the terms of said Leases.

TO HAVE AND TO HOLD the Leases unto Assignee, its successors and assigns. This Assignment is made and accepted without recourse against Assignor as to the performance by any party under such Leases.

Assignee agrees to (a) perform all of the obligations of Assignor pursuant to the Leases accruing after the date hereof, and (b) indemnify and hold Assignor harmless from and against any and all claims, causes of actions and expenses (including reasonable attorney's fees) incurred by Assignor and arising out of (1) Assignee's failure to comply with terms of the Leases after the date hereof, and (2) claims under the Leases by the tenant named in the Leases accruing after the date hereof.

All exhibits attached to this Agreement are incorporated herein for all purposes.

This Assignment and Assumption of Leases shall inure to and be binding upon the parties, their successors and assigns.

Dated the _____ day of _____, 1997.

Attest:

UNION PACIFIC RAILROAD COMPANY

_____(Seal)
Assistant Secretary

By: _____
Title: _____

Attest:

NITZE-STAGEN AND CO., INC.

_____(Seal)
Assistant Secretary

By: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY TO BE ATTACHED

EXHIBIT B

LEASES TO BE ASSIGNED

EXHIBIT 7**ASSIGNMENT AND ASSUMPTION AGREEMENT
(INTANGIBLE PROPERTY)**

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Utah corporation ("Assignor"), acting by and through its duly authorized officers, has ASSIGNED AND TRANSFERRED, and by these presents does ASSIGN AND TRANSFER unto NITZE-STAGEN AND CO., INC., a Washington corporation ("Assignee"), all of Assignor's right, title and interest in and to all use, occupancy and operating permits and licenses, and design, engineering and architectural plans, drawings and specifications, relating to the construction or installation of future improvements on the real property described in **Exhibit A** (the "Property"), or renovations of the improvements thereon (the "Improvements"), and all guarantees and warranties, if any, arising from the design, construction, operation and maintenance of the Improvements (collectively, the "Intangible Property"), including, without limitation, the Intangible Property described on **Exhibit B**.

If Assignor has any claim for costs, expenses, liabilities or obligations incurred by Assignor or any of its former, current or future affiliates ("Affiliates"), or if any claim is made against Assignor or any of its Affiliates, with respect to the Intangible Property, then solely for the purpose of any such claim by or against Assignor or any of its Affiliates, Assignor hereby reserves and shall retain and continue to have any and all rights and remedies in connection with the subject matter of any such claim by or against Assignor or any of its Affiliates.

All exhibits attached to this Agreement are incorporated herein for all purposes.

Dated the _____ day of _____, 1997.

In Presence of:

UNION PACIFIC RAILROAD COMPANY

By: _____
Title: _____

In Presence of:

NITZE-STAGEN AND CO., INC.

By: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B

LIST OF INTANGIBLE PROPERTY

EXHIBIT 8**ASSIGNMENT AND ASSUMPTION AGREEMENT
(SERVICE CONTRACTS)**

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY ("Assignor"), a Utah corporation, acting by and through its duly authorized officers, has ASSIGNED AND TRANSFERRED, and by these presents does ASSIGN AND TRANSFER unto NITZE-STAGEN AND CO., INC., a Washington corporation ("Assignee"), all of Assignor's right, title and interest in and to the service, maintenance, brokerage and similar contracts in connection with the operation, use, maintenance and management of the Property and Improvements (as defined below) (the "Service Contracts") now or hereafter affecting the real property (the "Property") described on **Exhibit A**, which Service Contracts, and all amendments thereto, are described on **Exhibit B**.

TO HAVE AND TO HOLD the Service Contracts unto Assignee, its successors and assigns. This Assignment is made and accepted without recourse against Assignor as to the performance by any party under such Service Contracts.

Assignee agrees to (a) perform all of the obligations of Assignor pursuant to the Service Contracts accruing after the date hereof, and (b) indemnify and hold Assignor harmless from and against any and all claims, causes of actions and expenses (including reasonable attorney's fees) incurred by Assignor and arising out of (1) Assignee's failure to comply with terms of the Service Contracts after the date hereof, and (2) claims under the Service Contracts arising out of events or omissions which occur after the date hereof or otherwise accruing after the date hereof.

All exhibits attached to this Agreement are incorporated herein for all purposes.

This Assignment and Assumption Agreement shall inure to and be binding upon the parties, their successors and assigns.

Dated the _____ day of _____, 1997.

Attest:

UNION PACIFIC RAILROAD COMPANY

_____(Seal)
Assistant Secretary

By: _____
Title: _____

Attest:

NITZE-STAGEN AND CO., INC.

_____(Seal)
Assistant Secretary

By: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY TO BE ATTACHED

EXHIBIT B

SERVICE CONTRACTS TO BE ASSIGNED

EXHIBIT 9**ASSIGNMENT AND ASSUMPTION AGREEMENT
(PCD AND PUDA)**

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY ("Assignor"), a Utah corporation, acting by and through its duly authorized officers, has ASSIGNED AND TRANSFERRED, and by these presents does ASSIGN AND TRANSFER unto NITZE-STAGEN AND CO., INC., a Washington corporation ("Assignee"), all of Assignor's right, title and interest in and to all development rights and permits (the "Development Rights") now or hereafter affecting the real property and improvements thereon (the "Property") described on **Exhibit A**, including, without limitation, the Development Rights described on **Exhibit B**.

TO HAVE AND TO HOLD the Development Rights unto Assignee, its successors and assigns. This Assignment is made and accepted without recourse against Assignor as to the performance by any party under such Development Rights.

Assignee agrees to (a) perform all of the obligations of Assignor pursuant to the Development Rights, and (b) indemnify and hold Assignor harmless from and against any and all claims, causes of actions and expenses (including reasonable attorney's fees) incurred by Assignor and arising out of (1) Assignee's failure to comply with terms of the Development Rights, and (2) claims under the Development Rights.

All exhibits attached to this Agreement are incorporated herein for all purposes.

This Assignment and Assumption Agreement shall inure to and be binding upon the parties, their successors and assigns.

Dated the _____ day of _____, 1997.

Attest:

UNION PACIFIC RAILROAD COMPANY

_____(Seal)
Assistant Secretary

By: _____
Title: _____

Attest:

NITZE-STAGEN AND CO., INC.

_____(Seal)
Assistant Secretary

By: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY TO BE ATTACHED

EXHIBIT B**DEVELOPMENT RIGHTS AND PERMITS TO BE ASSIGNED**

1. Property Use and Development Agreement dated December 12, 1989, recorded in the records of the Director of Records and Elections of King County, Washington, under Recording No. 9002200365 and filed in C.F. 297244, and amended by an Amendment to Property Use and Development Agreement dated November 10, 1995, approved by City of Seattle Ordinance No. 117938 dated December 4, 1995, and recorded in the records of the Director of Records and Elections of King County, Washington, under Recording No. 9512150650.
2. Application and Petition for Planned Community Development approved by City of Seattle Ordinance No. 114918 on January 29, 1990 and recorded on February 16, 1990, in the records of the Director of Records and Elections of King County, Washington, under Recording No. 9002161696.

EXHIBIT 10**ASSIGNMENT AND ASSUMPTION AGREEMENT
(HOUSING AGREEMENT)**

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY ("Assignor"), a Utah corporation, acting by and through its duly authorized officers, has ASSIGNED AND TRANSFERRED, and by these presents does ASSIGN AND TRANSFER unto NITZE-STAGEN AND CO., INC., a Washington corporation ("Assignee"), all of Assignor's right, title and interest in and to the Union Station Project Housing Benefit Agreement (the "Housing Agreement") dated December 12, 1989 by and between Union Pacific Realty Company (predecessor in interest to Assignor) and Local Initiatives Support Corporation now or hereafter affecting the real property (the "Property") described on Exhibit A.

TO HAVE AND TO HOLD the Housing Agreement unto Assignee, its successors and assigns. This Assignment is made and accepted without recourse against Assignor as to the performance by any party under such Housing Agreement.

Assignee agrees to (a) perform all of the obligations of Assignor pursuant to the Housing Agreement, and (b) indemnify and hold Assignor harmless from and against any and all claims, causes of actions and expenses (including reasonable attorney's fees) incurred by Assignor and arising out of (1) Assignee's failure to comply with terms of the Housing Agreement, and (2) claims under the Housing Agreement.

All exhibits attached to this Agreement are incorporated herein for all purposes.

This Assignment and Assumption Agreement shall inure to and be binding upon the parties, their successors and assigns.

Dated the _____ day of _____, 1997.

Attest:

UNION PACIFIC RAILROAD COMPANY

_____(Seal)
Assistant Secretary

By: _____
Title: _____

Attest:

NITZE-STAGEN AND CO., INC.

_____(Seal)
Assistant Secretary

By: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY TO BE ATTACHED

EXHIBIT 11**CERTIFICATION OF NON-FOREIGN STATUS**

Under Section 1445(e) of the Internal Revenue Code, a corporation, partnership, trust, or estate must withhold tax with respect to certain transfers of property if a holder of an interest in the entity is a foreign person. To inform the transferee, NITZE-STAGEN AND CO., INC., a Washington corporation, that no withholding is required with respect to the transfer of a U.S. real property interest by UNION PACIFIC RAILROAD COMPANY, the undersigned hereby certifies the following on behalf of UNION PACIFIC RAILROAD COMPANY:

1. UNION PACIFIC RAILROAD COMPANY is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. UNION PACIFIC RAILROAD COMPANY'S U.S. employer identification number is 13-6400825; and
3. UNION PACIFIC RAILROAD COMPANY'S office address is 1416 Dodge Street, Omaha, Nebraska 68179, and place of incorporation is Utah.

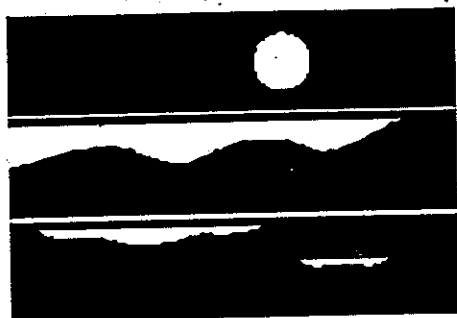
UNION PACIFIC RAILROAD COMPANY agrees to inform the transferee if it becomes a foreign person at any time during the three year period immediately following the date of this notice.

UNION PACIFIC RAILROAD COMPANY understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of UNION PACIFIC RAILROAD COMPANY.

UNION PACIFIC RAILROAD COMPANY

By: _____
Title: _____
Date: _____



WASHINGTON STATE
DEPARTMENT OF
E C O L O G Y

UNION STATION ASSOCIATES, L.L.C.

Seattle, Washington

**PUBLIC PARTICIPATION PLAN
for
Prospective Purchaser Consent Decree**

MAY 1997

Washington Department of Ecology
Northwest Regional Office
Toxics Cleanup Program
Bellevue, Washington

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1. INTRODUCTION AND OVERVIEW OF PUBLIC PARTICIPATION PLAN

1.1 Public Participation at Hazardous Waste Sites

Public participation is a fundamental element of the Model Toxics Control Act (MTCA), Chapter 70.105D RCW. This act is an innovative, citizen-mandated toxic waste cleanup law which went into effect in March of 1989. The law and associated regulations for implementation include requirements and guidelines for soliciting citizen participation in the investigation, cleanup, and monitoring of hazardous waste sites.

Under the regulations, a public participation plan is required for sites undergoing investigation and cleanup of hazardous substances with the Department of Ecology's (Ecology) oversight. This document is designed to provide a sequence of activities integrated with the technical studies which will inform the public about the investigation and cleanup process and solicit their participation. While certain aspects of the plan are prescribed by regulation, the intention is to customize the approach to meet the information needs of a specific community. Actively inviting and encouraging participation from the community will result in a more focused and effective cleanup for all parties.

The implementing regulation, found in Chapter 173-340 of the Washington Administrative Code (WAC), prescribes the process and standards to identify, investigate, and clean up facilities where hazardous substances may be located. There are many steps to this process.

The MTCA (chapter 70.105D.040 RCW) gives the attorney general the authority to agree to a settlement with a person not currently liable for remedial action at a facility who proposes to purchase, redevelop, or reuse the facility under certain conditions. The conditions include:

- providing a substantial public benefit,
- yielding substantial new resources to facilitate a cleanup,
- expediting remedial action,
- not likely to contribute to the existing or threatened release, not interfering with needed remedial action taken as cleanup measures, and not increasing health risks to persons near the site.

The implementation of remedial activities at this property begins with a prospective purchaser consent decree, a settlement resolving the liability issues for Union Station Associates, L.L.C. (Union Station Associates) for the Union Station Property (the Property) located in King County in Seattle, Washington.

Under the consent decree, Union Station Associates agrees to undertake remedial actions

that are not currently planned for the Property. These measures will result in greater assurance that any contamination on the Property will not contribute to further contamination of soil, ground, or surface water and will not endanger human health.

Union Station Associates proposes to construct a commercial and retail development on the Property, totaling approximately 1.2 million square feet.

This plan was prepared jointly by Ecology Public Involvement staff and Union Station Associates.

1.2 Goal of this Public Participation Plan

The goal of this plan is to promote public understanding of the remedial action plans for this Property.

The main objectives of this plan are to:

- Promote public understanding of the remedial actions to be taken at this facility and the use of a prospective purchaser consent decree to achieve those actions.
- Invite and encourage interaction and collaboration among the community, Ecology, and Union Station Associates.
- Solicit and respond to community concerns, questions, and comments.

1.3 Participants in this Plan

The participants in the plan are the signatories to the consent decree, Union Station Associates, the party proposing to purchase the Union Station Property, and Ecology, the agency that regulates the cleanup of sites contaminated with hazardous substances.

2. SITE BACKGROUND

2.1 History

The Union Station Property was originally used in the early days of Seattle, as part of the south Seattle industrial neighborhood. In 1874, the Seattle Gaslight Company constructed a coal gasification plant on the project property on pilings over the mudflats of Duwamish Bay, what is now Fifth Avenue and Jackson Street. The area surrounding the pile-supported facility was filled in over the years. Around the turn of the century the Vulcan Iron Works manufactured iron, brass and steel on the southern portion of the Property.

In 1907, the gas plant was razed and the Property was leveled for construction of the existing Union Station. In 1910, Vulcan Iron Works was relocated to make room for new tracks leading to Union Station. Union Station served passengers until 1971, when Union Pacific discontinued passenger operations at the Property.

The contamination present at the Property due to past use is primarily coal tar (carcinogenic polycyclic aromatic hydrocarbons) beneath the Union Station and the Metro bus tunnel.

Recent construction activity on the Property occurred when the Downtown Seattle Transit Project bus tunnel was constructed in 1989. The southernmost terminus of the bus tunnel is located on the Property along 5th Avenue South.

2.2 Land use

Since 1971, the Property has essentially lain dormant. Since the abandonment of its use as a railroad station, the Union Station area has been the subject of a variety of proposals for new uses, most of which feature the distinguished old station as the historic centerpiece for a larger development. To date, none of these efforts have been successful. Currently, Union Station is used for special events and functions. The land surrounding the building is vacant, but is zoned in the International District. One specific goal of the International District zoning is to encourage the rehabilitation of existing structures. Another goal is to promote retail and commercial businesses. The Union Station Development Project (the Project) is consistent with these goals, as it will rehabilitate Union Station and provide additional retail.

The Project envisions 1.2 million square feet of commercial and retail area. Union Station itself will be rehabilitated, and an additional six buildings will be constructed. The Project will provide 1,110 parking spaces, including a parking garage located south of Airport Way. The Project will allow for an array of complementary retail uses. Below grade, transit, service, storage and parking activities will predominate. At grade, public open spaces and retail will prevail. Above grade, floor space will be devoted primary to commercial office functions.

3. COMMUNITY BACKGROUND

3.1 Community Profile

The Union Station Property is located within two designated historic neighborhoods, Seattle Chinatown International District and Pioneer Square (collectively, the Communities). Both districts are active commercial centers with a residential component. Each district, through its review boards, controls the quality of development and strictly enforces development guidelines that are aimed at preserving the unique character of the neighborhoods.

Pioneer Square is a 31 block area and is considered the place where Seattle was born in 1852. There is a large constituency of art galleries, shops and restaurants that comprise the commercial component of Pioneer Square. In addition there are over 1,300 residents in the district housed in over 746 units.

The International District is a 44 block area with a very diverse ethnic population comprised primarily of Asian groups, including the Japanese, Chinese, Korean, Filipino, and Southeast Asian communities. There are approximately 1,900 housing units in 29 residential buildings. Income levels in the District are considered low income. The District has a number of community based organizations whose specific purpose is to offer cultural, social and educational activities to their members and the general public. The International District remains the focal point for Asian businesses with over 250 businesses including restaurants, grocery stores, clothing, gift shops and video stores.

3.2 Community Concerns

The Union Station Project was first discussed with the Communities in late 1984. Concern was expressed in four areas related to the development including traffic, parking, building height/bulk, and new housing. In 1985 several meetings were held with Union Pacific and the Communities to better define concerns and develop a final masterplan that met with neighborhood approval. Union Station Associates continues Union Pacific's tradition of open communication with the Communities, and has established successful relationships with them through other projects, such as the SODO Center development.

In 1986 formal application was made to the City of Seattle to approve the Union Station Project. During the years 1986-89 a complete Environmental Impact Statement (EIS) for the project was completed and presented for public comment. Both the International District and Pioneer Square were intimately involved in the process. During this time Union Pacific, the property owner, conducted several public meetings and workshops to solicit public input. The Project was unanimously recommended for approval by both districts and received the full support of Seattle City Council.

During 1990-94, with Union Pacific's exit from real estate development, the Property was marketed for sale. Several developers and prospective users unsuccessfully attempted to acquire the Property. In 1995 Union Station Associates entered into discussion with Union Pacific and was successful in securing an option on the Property.

The Communities reaffirmed their commitment to the Project in 1995 when Union Station Associates was granted an extension of the entitlements received from the City in 1989. Public presentations were once again held on the Project and community leaders attended in support of the Project.

In February 1997, Ecology made presentations to the International District and Pioneer Square review boards and conducted telephone interviews with a number of business and organizational leaders of both communities. The presentations and interviews were made to collect information in preparation for the public comment period on the prospective purchaser consent decree. The information gathered through contact with these communities showed that people were interested in:

- **public health and safety** issues concerning the contamination and construction during redevelopment;
- **contamination issues** including the extent of the contamination, ways it may be mitigated, the use of containment technology, changes in the levels of the contaminants over time, the extent of monitoring and the decision to remove any contamination found during construction;
- **cleanup process** issues because other businesses may be required to undergo similar cleanup; and
- **traffic** as one of the most real impacts of cleanup activities on businesses in the area.

4. PUBLIC PARTICIPATION ACTIVITIES AND RESPONSIBILITIES

4.1 Public Point of Contact

Ecology:
David L. South
Toxics Cleanup Program
Department of Ecology
3190 - 160th Avenue SE
Bellevue, WA 98008-5452
(206) 649-7200

Union Station Associates, L.L.C:
Kevin Daniels
2401 Utah Avenue South, Suite 305
Seattle, WA 98134
(206) 467-0420

4.2 Required Activities and Responsibilities

Public notice of a 30-day public comment period will be given for the prospective purchaser consent decree and this public participation plan for the Property. Oral and written comments received during this comment period will be addressed in a responsiveness summary.

Required tasks for giving public notice include the following:

1. A fact sheet describing the activity and opportunity to comment will be sent to all persons on the mailing list.
2. A display ad will be placed in the *Seattle Times*, the *Seattle P.I.*, and the *International Examiner* (in both English and Chinese) in the local sections. The ads will be 3 column by 6 inches.
3. A public notice will be published in Ecology's *Site Register*.

Ecology and Union Station Associates will work together to write the public notice. Ecology is responsible for distributing the public notice through the above tasks.

Other Ecology responsibilities relating to the giving of public notice include:

1. Mailing List

Ecology and Union Station Associates will work together to compile a mailing list of interested parties. The list shall include individuals, groups, public agencies, elected officials, and private firms that request site-related mailings, as well as other known interested parties. The list will be maintained at Ecology's Northwest Regional Office.

2. Public hearing

One public hearing will be held at 7:00 p.m. on June 26, 1997, at Union Station. Ecology will provide public notice and provide a record or transcript of the formal comments made at the hearing. Ecology will provide the record or transcript to Union Station Associates. Union Station Associates will cooperate with Ecology and assist by providing descriptive materials and personnel as needed for the required public hearing.

3. Information repositories

Information repositories will be established for citizens to access documents pertaining to the site investigation and activities. Information to be located at the repositories may include validated laboratory results, status reports, interim reports, the consent decree, fact sheets, this public participation plan, newsletters, and other material that is considered relevant or for which comment is requested. The following are repositories for the Union Station Property:

Department of Ecology
Central Files
3190 160th Avenue SE
Bellevue, WA 98008-5452
Attn: Sally Perkins
(206) 649-7190

City of Seattle Public Library, Downtown Branch
1000 4th Avenue
Seattle, WA 98104-1193

4. Responsiveness summary

Comments received during the public comment periods will be retained in the site files at Ecology with copies provided to Union Station Associates. Responses to comments received during the public comment periods will be addressed and compiled in a responsiveness summary prepared by Ecology. A draft responsiveness summary will be provided to Union Station Associates for review and comment. Ecology will review Union Station Associates' comments and modify the responsiveness summary as appropriate. The responsiveness summary will be sent to those who submit written comments and to the information repositories. Notice of the availability of the summary will be printed in Ecology's *Site Register* and mailed by postcard to those on the mailing list.

4.3 Additional Activities and Responsibilities

With the giving of public notice for formal public comment periods, the following activities may be undertaken by either party:

- **Media releases** may be issued to the local newspapers, radio, and TV stations.
- **Public notices** may be posted at the information repositories and/or other public buildings.
- **Additional meetings** may be scheduled with community groups.

The Department of Ecology and Union Station Associates will coordinate all public notice activities. Ecology maintains review and approval authority over the additional public involvement activities.

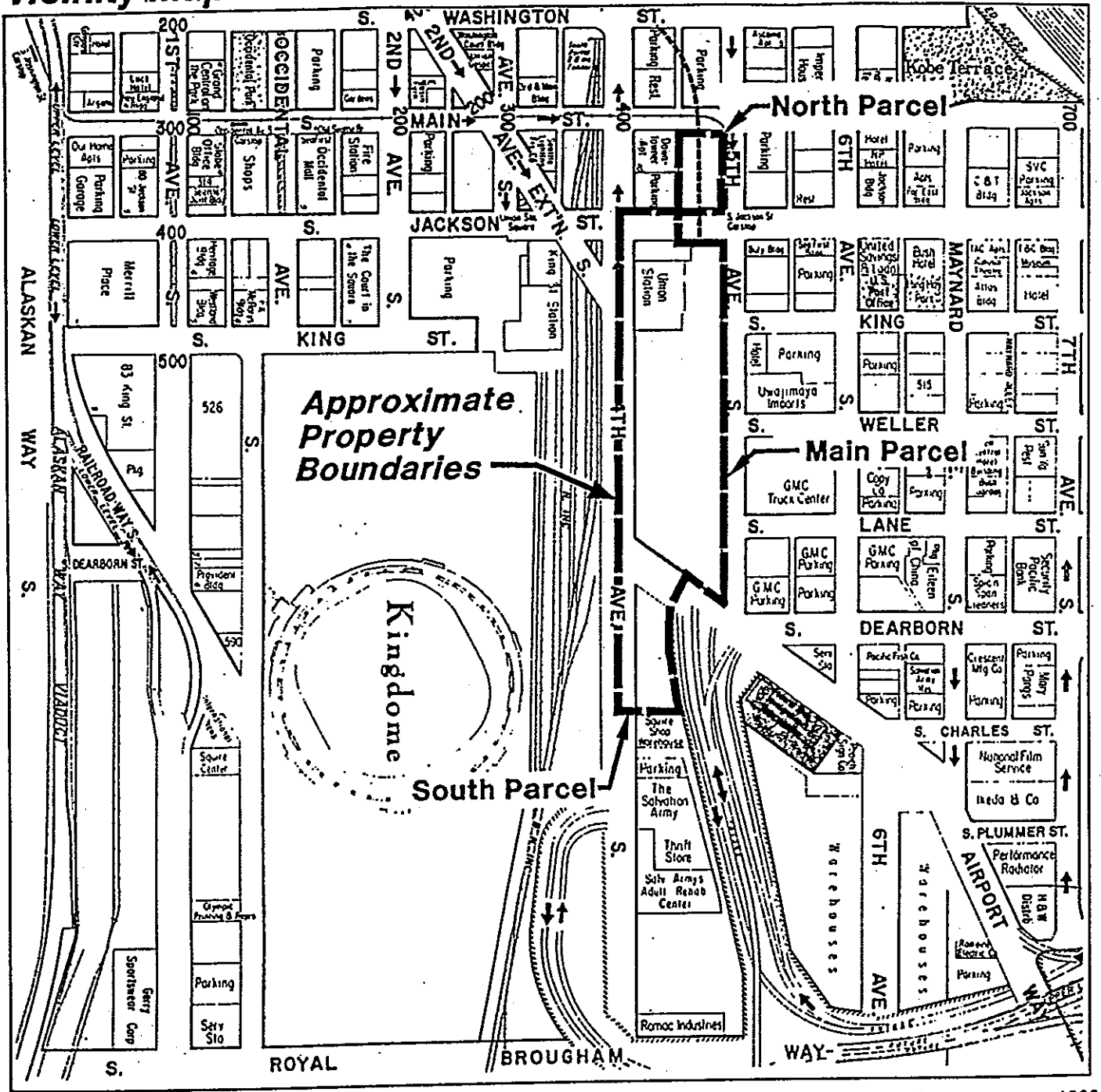
4.4 Updates to Public Participation Plan

This plan will be updated if appropriate as the project proceeds. If updated, the revised plan will be submitted to the public for comment.

5. APPENDICES

5.1 Site Map

Vicinity Map



0 500 1000
Scale in Feet



HARTCROWSER

J-4515

6/96

Appendix 5.1

WAC 197-11-970 Determination of nonsignificance (DNS).

DETERMINATION OF NONSIGNIFICANCE

Description of proposal Conduct remedial actions for the Union Station Property (See
Cleanup Action Plan, attached as Exhibit 1, Attachment B).

Proponent Union Station Associates, Inc.

Location of proposal, including street address, if any 411 Jackson Street
Seattle, WA 98104

Lead agency Washington State Department of Ecology

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

☐ There is no comment period for this DNS.

☒ This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for 15 days from the date below. Comments must be submitted by JULY 1, 1997.

Responsible official Michael J. Gallagher

Position/title Section Manager, Toxics Cleanup Program, NWRO Phone (424)649-7054

Address 3190 - 160th Avenue SE, Bellevue, WA 98008-5452

Date 3rd June, 1997 Signature Michael J. Gallagher

(OPTIONAL)

☐ You may appeal this determination to (name) _____
at (location) _____
no later than (date) _____
by (method) _____

You should be prepared to make specific factual objections.
Contact _____ to read or ask about the procedures
for SEPA appeals.

☐ There is no agency appeal.

ENVIRONMENTAL CHECKLIST

Purpose of Checklist:

The State Environmental Policy Act (SEPA), Chapter 43.21 RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring the preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the question from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply". Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or to provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals:

Complete this checklist for nonproject proposals, even though questions may be answered "does not apply." IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

A. BACKGROUND

1. *Name of proposed project, if applicable:*

Performance of the Cleanup Action Plan ("CAP") for the Union Station Property. (See Cleanup Action Plan, attached as Exhibit 1, Attachment B.)

2. *Name of applicant:*

Union Station Associates, LLC.

3. *Address and phone number of applicant and contact person:*

Kevin Daniels, Union Station Associates, 2401 Utah Avenue, Suite 305, Seattle, WA 98134.

4. *Date checklist prepared:*

May 22, 1997.

5. *Agency requesting checklist:*

The Washington Department of Ecology (WDOE) is the lead agency providing oversight of the remediation of Union Station. The WDOE contact is: David South, Washington State Department of Ecology, Northwest Regional Office, Toxics Cleanup Program, 3190 160th Avenue SE, Mail Stop NB-81, Bellevue, WA 98008-5452..

6. *Proposed timing or schedule (including phasing, if applicable):*

See CAP, § 6.0.

7. *Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.*

Yes. This proposal is a cleanup action at the Union Station property, located in Seattle, Washington. A planned community development (PCD) and rezone have been approved by the City of Seattle for construction of approximately 1.2 million square feet of commercial uses on this property, which was the former site of a coal gasification plant. The environmental impacts of the redevelopment project were analyzed in an EIS for the Union Station Redevelopment, dated December 1, 1988. The PCD and rezone were approved by the Seattle City Council in January 1990 for a term of 12 years. In December 1995, the term of the PCD and rezone approval was extended six years by the City Council. A notice of adoption of the existing EIS was issued by the City on November 9, 1995. A master use permit for the project was issued by the City in April 1997. The cleanup action will be conducted in connection with the redevelopment of the site.

8. *List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.*

See CAP, § 7.0; see also Union Station Redevelopment EIS.

9. *Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.*

Certificates of Approval; Building and related construction permits for the redevelopment of the site.

10. *List any government approvals or permits that will be needed for your proposal, if known.*

Consent Decree under MTCA; Building and related construction permits for the cleanup action.
See also Section B (3)(a)(6).

11. *Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agency may modify this form to include additional specific information on project description.)*

The planned implementation of the Cleanup Action Plan includes paving of currently exposed soil, groundwater monitoring, institutional controls, and construction of some components of a groundwater extraction and treatment system. The remainder of the groundwater extraction and treatment system will be constructed and operated if groundwater remediation is necessary. See CAP, § 3.1.

12. *Location of proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographical map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any applications related to this checklist.*

See CAP, Figures 1 and 2.

B. ENVIRONMENTAL ELEMENTS

1. Earth

- a. *General description of the site (circle one): Flat, rolling, hilly, steep slopes or mountains. Other:*

Flat.

- b. *What is the steepest slope on the site (approximate percent slope)?*

Under five percent (5%).

- c. *What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland.*

Sand, silt, gravel, clay.

- d. *Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.*

No.

- e. *Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill.*

There will be minimal grading associated with the paving of the site.

- f. *Could erosion occur as a result of clearing, construction, or use? If so, generally describe.*

There is very limited potential that erosion could occur.

- g. *About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?*

As required by the Department of Ecology, one hundred percent (100%) of the site will be covered.

- h. *Proposed measures to reduce or control erosion, or other impacts to the earth, if any:*

N/A.

2. Air

- a. *What types of emissions to the air would result from this proposal (i.e. dust, automobile, odors, industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.*

Some dust emissions may arise during the paving.

- b. *Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.*

No.

- c. *Proposed measures to reduce or control emissions or other impacts to air, if any:*

The construction management plan will address the limited potential for dust emissions.

3. Water

- a. Surface:

- 1) *Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.*

No.

- 2) *Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.*

No.

- 3) *Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of the fill material.*

None.

- 4) *Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.*

No.

- 5) *Does the proposal lie within a 100 year floodplain? If so, note location on the site plan.*

No.

- 6) *Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.*

There are no direct discharges to surface waters. In the event the groundwater treatment system becomes operational, there may be authorized discharges to Metro.

b. Ground:

- 1) *Will groundwater be withdrawn, or will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.*

See CAP, § 3.1.4.

- 2) *Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals . . . agricultural; etc.). Describe the general size of the system, the number such systems, the number of houses to be served (if applicable), or the number animals or humans the system(s) are expected to serve.*

None.

c. Water Runoff (including storm water):

- 1) *Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities if known). Where will this water flow? Will this water flow into other waters? If so, describe.*

See CAP, appendix, page A-2. Stormwater will be collected and discharged into the city storm water system which flows to Elliott Bay.

- 2) *Could waste material enter ground or surface waters? If so, generally describe.*

No, the entire site will be paved.

d. *Proposed measures to reduce or control surface, ground, and runoff water impacts, if any:*

The construction management plan will address and mitigate any potential runoff.

4. Plants

- a. Check or circle types of vegetation found on the site:

- ☐ deciduous tree: alder, maple, aspen, other
- ☐ evergreen tree: fir, cedar, pine, other
- ☒ shrubs
- ☒ grass
- ☐ pasture
- ☐ crop or grain
- ☐ wet soil plants: cattail, buttercup, bulrush, skunk cabbage, other:
- ☐ water plants: water lily, eelgrass, milfoil, other:
- ☐ other types of vegetation:

b. *What kind and amount of vegetation will be removed or altered?*

Any vegetation on site will be removed before paving.

c. *List threatened or endangered species known to be on or near the site.*

None.

d. *Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:*

No.

5. Animals

a. *Circle any birds and animals which have been observed on or near the site or are known to be on or near the site:*

birds: hawk, heron, eagle, songbirds, other:

mammals: deer, bear, elk, beaver, other: Rats

fish: bass, salmon, trout, herring, shellfish, other:

b. *List any threatened or endangered species known to be on or near the site.*

None.

c. *Is the site part of a migration route? If so, explain.*

Only so much as the region is part of the Pacific Flyway. The site is not a likely stopping or resting area.

d. *Proposed measures to preserve or enhance wildlife, if any:*

None.

6. Energy and Natural Resources

- a. *What kinds of energy (electrical, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.*

Electric energy will be used to power the groundwater pumps for sampling and, if necessary, the groundwater treatment system.

- b. *Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.*

No.

- c. *What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:*

None.

7. Environmental Health

- a. *Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe.*

- 1) *Describe any emergency services that might be required.*

Although unlikely, a hospital may be needed for on-site injuries.

- 2) *Propose measures to reduce or control environmental health hazards, if any:*

The project will reduce environmental health hazards on-site.

b. Noise

- 1) *What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?*

There is area traffic noise. However, it will not affect the project.

- 2) *What types and levels of noise would be created by or associated with the project on a short-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.*

There will be normal construction noise during hours authorized by City of Seattle regulations.

- 3) *Proposed measures to reduce or control noise impacts, if any:*

The construction management plan will address noise impacts.

8. Land and Shoreline Use

- a. *What is the current use of the site and adjacent properties?*

See CAP, § 1.2.

- b. *Has the site been used for agriculture? If so, describe.*

No.

- c. *Describe any structures on the site.*

See CAP, § 1.2.

- d. *Will any structures be demolished? if so, what?*

No.

- e. *What is the current zoning classification of the site?*

The current zoning is International District—mixed.

- f. *What is the current comprehensive plan designation of the site?*

The Planned Use and Development Agreement, valid until 2008, governs the land use at this site.

- g. *If applicable, what is the current shoreline master program designation of the site?*

N/A.

- h. *Has any part of the site been classified as an "environmentally sensitive" area? If so, specify.*

No.

- i. *Approximately how many people would reside or work in the completed project?*

N/A.

- j. *Approximately how many people would the completed project displace?*

N/A.

- k. *Proposed measures to avoid or reduce displacement impacts, if any:*

N/A.

- l. *Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:*

N/A.

9. Housing

- a. *Approximately how many units would be provided, if any? Indicate whether high, middle or low-income housing.*

N/A.

- b. *Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.*

N/A.

- c. *Proposed measures to reduce or control housing impacts, if any:*

N/A.

10. Aesthetics

- a. *What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?*

N/A.

- b. *What views in the immediate vicinity would be altered or obstructed?*

N/A.

- c. *Proposed measures to reduce or control aesthetic impacts, if any:*

N/A.

11. Light and Glare

- a. *What kind of light or glare will the proposal produce? What time of day would it mainly occur?*

N/A.

- b. *Could light or glare from the finished project be a safety hazard or interfere with views?*

N/A.

- c. *What existing off-site sources of light or glare may affect your proposal?*

N/A.

- d. *Proposed measures to reduce or control light and glare impacts, if any:*

N/A.

12. Recreation

- a. *What designated and informal recreation opportunities are in the immediate vicinity?*

None.

- b. *Would the proposed project displace any existing recreational uses? If so, describe.*

No.

- c. *Proposed measures to reduce or control impacts on recreation, including recreational opportunities to be provided by the project or applicant, if any:*

N/A.

13. Historic and Cultural Preservation

- a. *Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe.*

The portion of the site where the Union Station Building is located is within the City's Pioneer Square Preservation District. The Union Station Building is on the National Park Service's National Register of Historic Places.

- b. *Generally describe any landmarks or evidence of historic, archeological, scientific, or cultural importance known to be on or next to the site? If so, generally describe.*

Union Station is a national historic landmark.

- c. *Proposed measures to reduce or control impacts, if any:*

The project will not impact Union Station.

14. Transportation

- a. *Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans if any.*

See CAP, Figures 1 and 2.

- b. *Is the site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?*

Yes, the site is served by public transit.

- c. *How many parking spaces would the completed project have? How many would the project eliminate?*

N/A.

- d. *Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe (indicate whether public or private).*

N/A.

- e. *Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.*

N/A.

- f. *How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.*

None.

- g. *Proposed measures to reduce or control transportation impacts, if any:*

N/A.

15. Public Services

- a. *Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.*

No.

- b. *Proposed measures to reduce or control direct impacts on public services, if any.*

N/A.

16. Utilities

- a. *Circle utilities currently available at the site:*

[utilities currently available are in bold text] **electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:**

- b. *Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.*

There will be no change in the existing utilities available on site.

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: _____

Date Submitted: _____

Sen. Cant
MAY 28, 1997