

RESOLUTION NO. 2790

A RESOLUTION of the Port Commission of the Port of Seattle amending the Terminal 86 portion of Unit 20 of the Port's existing Comprehensive Scheme of Harbor Improvements to include portions of the proposed construction drawings for a new fishing pier and related facilities, and providing for the construction and operation of the fishing pier and related facilities in accordance with an Inter-local Agreement and Modification thereto between the Port of Seattle and the State of Washington, Department of Fisheries.

WHEREAS, the voters of King County, pursuant to the provisions of enabling legislation adopted by the Legislature of the State of Washington, Chapter 92, Laws of 1911, R.C.W. 53.04.010, authorized and approved at a special election held in King County on the 5th day of September, 1911, the formation of a Port District coextensive with King County to be known as the Port of Seattle; and

WHEREAS, the Port of Seattle was thereupon established as a Port District and has since been and now is a duly authorized and acting Port District of the State of Washington; and

WHEREAS, the Legislature of the State of Washington by Chapter 73, Laws of 1955, R.C.W. Chapter 53.25 has authorized the Port Commission to create industrial development districts within the Port District and define the boundaries thereof and to establish comprehensive schemes of harbor improvements and industrial developments for such districts; and

WHEREAS, Port Commission Resolution No. 2111 duly established a Comprehensive Scheme of Harbor Improvements and Industrial Development for the Lower Duwamish Industrial Development District which Scheme has been subsequently amended by Port Commission Resolution No. 2232 and other Resolutions; and

WHEREAS, Port Commission Resolution No. 2232 provided for the construction of a grain terminal and related transportation facilities at Terminal 86 generally in accordance with the concepts shown on Port Drawing 50-1, as part of Unit 4 of the Port's Comprehensive Scheme; and

WHEREAS, Port Commission Resolution No. 2541 transferred the Terminal 86 grain terminal and related facilities from Unit 4 to Unit 20 of the Port's Comprehensive Scheme (relating to Lower Duwamish Industrial Development District) and approved, following public hearing, as part of said Unit Port drawing no. 86-7406-C-1 showing the final configuration of the grain terminal and related transportation facilities and also showing the proposed configuration of certain amenities for the public including separate, scenic pathways for pedestrians and for bicyclists and adjacent scenic plantings and landscapings; and

WHEREAS, effective as of May 1, 1979 and pursuant to Port Commission action on June 8, 1976 the Port entered into an Interlocal Agreement (under the authority of the Interlocal Cooperation Act, R.C.W. Chapter 39.34) attached as Exhibit A hereto for the inclusion among above-mentioned amenities for the public of a fishing pier, fish enhancement reef, restroom/service building, and related non-transportation facilities, and authorized the preparation of plans and specifications thereof; and

WHEREAS, Kramer, Chin & Mayo, Inc., architects-engineers, thereafter prepared and issued to the Port of Seattle and to the Department of Fisheries 22 pages of drawings dated April, 1980 showing the above-mentioned fishing pier and

related non-transportation facilities at Terminal 86 and Drawing No. 1 thereof also identified as Port Drawing No. 86-8001 and Drawing No. 2 thereof also identified as Port Drawing No. 86-8001-C-1 are respectively attached as Exhibits B and C hereto. These respectively provide an architectural rendering of "Terminal 86-Elliott Bay Fishing Pier" and a "Property Plan" showing the existing facilities at Terminal 86 together with the proposed new fishing pier and related non-transportation facilities;

WHEREAS, with authorization from the Port Commission on May 27, 1980, the Port of Seattle entered into a Modification to the above-mentioned Interlocal Agreement attached as Exhibit D providing among other things for the Port to contribute up to One Hundred Ten Thousand Dollars (\$110,000.00) to the cost of the fishing pier and related non-transportation facilities;

WHEREAS, following notice duly published in accordance with law on May 30, 1980, an official public hearing was held June 10, 1980 at which the Port Commission heard from all persons desiring to speak with regard to all questions, including environmental considerations, as to the adoption or rejection of the amendments and supplements substantially as provided in Exhibit B and C to the Port's existing Unit 20 of its Comprehensive Scheme with regard to Terminal 86; and

WHEREAS, members of the Port Commission at the public hearing viewed maps, drawings (including Exhibits B and C), and other data indicating the proposed amendment to said Unit 20 of the Comprehensive Scheme, which data were and are now on file in the office of the Port Commission; and

WHEREAS, the members of the Port Commission have discussed and considered the proposed amendments in the light of the comments made by members of the public at the public hearing.

NOW, THEREFORE, BE IT RESOLVED that Unit 20 of the Port's Comprehensive Scheme is hereby amended, and the Interlocal Agreement with the State of Washington Department of Fisheries set forth in Exhibits A and D are hereby confirmed and ratified, to provide for the construction of the fishing pier and related non-transportation amenities and facilities for the public as follows:

1. Unit 20 of the Port's Comprehensive Scheme with regard to the grain terminal and other facilities at Terminal 86 as last amended by Port Commission Resolution No. 2541 is hereby further amended and supplemented by the adoption and approval as part of Unit 20 of Port Drawings 86-8001 and 86-8001-C-2, Exhibits B and C hereto, and the addition to Unit 20 and Terminal 86 of the harbor area leasehold shown and legally described on Exhibit C which will be the site of the proposed fishing pier.

2. The Port and the State of Washington Department of Fisheries are authorized to proceed with the construction of the fishing pier and other non-transportation public amenities and facilities in accordance with the Interlocal Agreement and Modification thereto attached as Exhibits A and D and substantially in accordance with the Drawings attached as Exhibits B and C, provided, however, that all necessary approvals are first obtained for construction in accordance with Exhibits B and C under all applicable federal, state and local laws, ordinances and regulations pertaining to environmental and building permits. The Port Engineering Department is hereby authorized and directed to modify, or to permit reasonable modification of, Exhibits B and C within their general scope if, and to the extent, necessary in order to achieve compliance with the aforementioned laws, ordinances and regulations.

ADOPTED by the Port Commission of the Port of Seattle  
at a regular meeting held this 10th day of June, 1980, and duly  
authenticated in open session by the signatures of the Commis-  
sioners voting in favor thereof and the seal of the Commission.

IN FAVOR OF:

Mush Dahlen

Henry T. Simonson

Jack B. Blad

Paul Hindlander

OPPOSED:

Henry A. Hopkins

## AGREEMENT

THIS AGREEMENT made between the State of Washington, Department of Fisheries and the Port of Seattle, hereinafter referred to as Fisheries and the Port, respectively, is entered into this first day of May, 1979, to enable the construction, maintenance, and operation of a public fishing pier and related facilities.

### RECITALS

A. Fisheries desires to construct a public fishing pier at Elliott Bay Park between Piers 86 and 90.

B. The Port owns real property between Piers 86 and 90, legally described in Section 3.1.2 below and will lease from the State of Washington Department of Natural Resources harbor area adjacent to said real property and legally described in Section 3.1.1 below.

C. The Port, recognizing the public benefits to be derived from the establishment of a public fishing pier between Piers 86 and 90, desires to cooperate with Fisheries in the development and operation of such a facility.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, the Fisheries and Port hereby agree as follows:

1. Scope of the Fishing Pier Project:

1.1. The project shall consist of the design, construction and operation of a fishing pier facility which shall include:

1.1.1. A Fish Enhancement Reef.

1.1.2. A Fishing Pier including access from shore.

1.1.3. A restroom/service building with appropriate landscaping on the onshore area adjacent to the pier and reef area.

1.1.4. Electrical, mechanical and sanitary sewage systems as required.

1.2. The Reef, Pier, building and associated systems referred to in 1.1. above shall hereinafter be referred to as the facility.

1.3. "Design Phase":

1.3.1. The performance of engineering surveys of the harbor area and an underwater fish habitat survey to determine the appropriate location for the fishing pier and artificial reef.

1.3.2. The securing of all necessary local, state, and federal rights, permits, licenses and approvals required for the construction and operation of the Fishing Pier Project.

1.3.3. The development of project documents including conceptual drawings, a site plan, contract drawings or specifications.

1.3.4. The selection of a construction contractor.

1.4. "Construction Phase":

1.4.1. The Supervision of the contractor's construction of the facility, including the performance of any necessary tests or inspections of the facility, or any portions thereof.

1.4.2. Payment to the contractor in accordance with the terms of the construction contract.

1.4.3. Acceptance of the completed construction project for use and occupancy.

1.5. "Operation Phase": The operation and maintenance of the facility, upon completion, as a public fishing pier with related services and/or concessions.

2. Responsibilities of Fisheries:

2.1. Upon execution of this agreement, Fisheries shall implement, at its sole expense, the design and construction phases of the project, as defined in sections 1.3. and 1.4, subject to the availability of funds for such work.

2.1.1. Fisheries will contract with the Port, by separate agreement, for technical assistance to be provided by the Port during the design and construction phases.

2.1.2. The facility shall be constructed on the premises described in section 3.1 below.

2.1.3. The facility shall be constructed in accordance with plans and specifications mutually agreed upon by Fisheries and the Port.

2.3. During the operation phase, as defined in section 1.3. above, Fisheries shall:

2.3.1. Pay for any necessary major renovation, reconstruction or demolition of or addition to the facility, except as provided in section 3.3.1. and section 3.4 below:

(1) For the purpose of this agreement, major renovation and reconstruction are defined as any repair or alteration of the facility requiring the removal and/or replacement of primary structural members

(2) For the purpose of this agreement, major demolition is defined as removal of more than 50% of the area of the facility.

(3) Fisheries' responsibility to pay for major renovation, reconstruction, or demolition of



or addition to the facility shall be subject to the availability of funds for such work. The lack of available funds shall not place any burden nor create any obligation on the Port to perform such renovation, reconstruction, demolition or addition. If such funds are not available, the Port shall have the right to close the facility, or curtail its operation, as it deems appropriate.

2.3.2 Pay for the development of additional parking areas, subject to the availability of funds.

2.4. In performing its responsibilities under this Agreement, Fisheries shall conform to all requirements of the aforementioned harbor lease between the Department of Natural Resources and the Port applying to use and care of the harbor area.

3. Responsibilities of the Port:

3.1. During all phases of the project, except as provided in Section 3.4 below, the Port shall:

3.1.1. Make available for use in connection with the facility, the harbor area to be leased by the Port from the Department of Natural Resources which is legally described as follows:

That portion of harbor area in Elliott Bay, Seattle, Washington being adjacent to Lots 8 and 9, Block 147, vacated West Prospect Street and Lots 1 thru 12, inclusive, Block 148, all in plat of Seattle Tide Lands described as follows:

Beginning at angle point 13 in the outer harbor line as shown on page 24, plat of Seattle Tide Lands, said angle point 13 being the true point of beginning; proceed north

82° 19' 41" west along said outer harbor line a distance of 272.08 feet; thence north 0° 08' 22" west a distance of 302.81 feet to the inner harbor line; thence south 82° 19' 41" east along said inner harbor line a distance of 369.38 feet to angle point 13'; thence south 61° 07' 28" east continuing along said inner harbor line a distance of 500.00 feet; thence south 48° 49' 37" west a distance of 319.15 feet to the outer harbor line; thence north 61° 07' 28" west along said outer harbor line a distance of 334.94 feet to the true point of beginning.

Containing 221,460 square feet (5.084 AC.)

3.1.2. Make available for use in connection with the facility certain upland real property which is legally described as follows:

That portion of vacated West Prospect Street and Lots 1 and 2, Block 148, all in the Plat of Seattle Tide Lands as described as follows:

Beginning at angle point 13' in the inner harbor line as shown on Page 24, Plat of Seattle Tide Lands, proceed north 82° 19' 41" west along said inner harbor line a distance of 60.55 feet to the true point of beginning; thence continuing north 82° 19' 41" west a distance of 89.00 feet; thence north 7° 40' 19" east a distance of 79.19 feet; thence south 80° 43' 45" east a distance of 62.59 feet to a point tangency; thence southeasterly along the arc of a curve to the right, having a radius of 575 feet, a central angle of 2° 38' 15", an distance of 26.47 feet; thence south 7° 40' 19" west a distance of 76.10 feet to the true point of beginning.

Containing 6,932 square feet (0.1591 AC.)

3.1.3. The harbor area and upland real property described above shall hereinafter be referred to as "the premises."

3.2. During the Design and Construction Phases of the project the Port will, by separate contract, provide technical assistance to Fisheries.

3.3 During the Operation Phase of the Project the Port shall:

3.3.1. Provide normal maintenance and operation of the facility and shall further maintain all utilities associated therewith. Normal maintenance and operation shall not

include major renovation, reconstruction, demolition or additions which shall be the responsibility of Fisheries as set forth in Section 2.3 of this agreement. In providing normal maintenance and operation, the Port shall keep the facility reasonably safe and in good state of repair so as to prevent undue deterioration that would discourage public use or lead to the need for reconstruction.

3.3.2. Operate and maintain the facility in accordance with applicable public safety and health standards.

3.3.3. Impose such restrictions on the use of the facility as it deems necessary for the public health, safety or welfare, or the normal operation of the facility. Copies of all restrictions so imposed shall be sent to the Director of Fisheries for information and review; provided, however, that Fisheries' approval shall be deemed given unless rejected by Fisheries within 30 days of their receipt of the proposed restrictions.

3.3.4. Insofar as possible, keep the facility open for daily public use, throughout the year, at reasonable hours as determined by the Port and with the advice of Fisheries.

3.3.5. Make the facility open for the use of all segments of the public on a first come, first serve basis without restriction because of race, creed, color, sex, religion, national origin, or residence of the user, except that the Port may establish minimum

age requirements and/or the necessity for adult supervision when the Port deems it advisable in order to protect the safety and health of persons.

3.3.6. If necessary, impose and collect use fees for entry to the fishing pier providing that the revenues in excess of collection costs shall be applied toward the cost of operating and maintaining the facility, and provided further, that Fisheries shall have the right to require and receive accounting reports on such fees and the use thereof. No such fees shall be imposed without prior approval of the Director of Fisheries, provided, however, that such approval shall be deemed given unless rejected within thirty days from Fisheries receipt of Port's notice.

3.3.7. Arrange by lease, concession, or other arrangement for the sale of tackle, bait and other goods or services determined by the Port to be necessary for convenient and successful use of the facility. The Port shall apply any and all proceeds from any such lease, concession or other arrangement toward the cost of facility operation and maintenance. The Port shall also have the right to sublease the service building to a third party on terms deemed appropriate by the Port.

3.3.8. Attempt to find additional, suitable parking to be agreed upon by the parties if the parking currently available for the

facility on the City of Seattle street shoulder and street end on 16th Avenue West adjacent to the north Elliott Bay Park path entry is, in the future, not sufficient. Costs associated with the development of such additional parking area shall be paid for by Fisheries in accordance with Section 2.3.2. above. The Port will maintain and operate the parking areas on Port property.

3.4 If at any time after completion of the 20th year and prior to completion of the 25th year of the Port's lease for the harbor area described in Section 3.1.1. above, the Port is required by the Department of Natural Resources to remove any improvements constructed by Fisheries in or on the premises, the Port agrees to provide, at its own cost and through the 25th year of that lease, functionally equivalent facilities at a mutually agreed upon location.

4. Joint Responsibility: Fisheries and the Port shall both perform liaison work with other interested public agencies, and inform and communicate with the general public and its representatives in the facility development.

5. Term: This agreement shall be for a period of thirty years from the date of this Agreement, unless otherwise agreed to in writing by Fisheries and the Port. If, despite good faith efforts, the Port is unable to obtain from the Department of Natural Resources a lease for the harbor area described in Section 3.1.1. above, or if at anytime the Department of Natural Resources shall terminate, for reasons beyond the Port's control, the Port's lease for that harbor area, the Port, subject to paragraph 3.4. above, shall have the right to terminate this agreement.

6. Improvements: Upon abandonment by Fisheries or upon termination of this agreement, the Port shall have the right to assume ownership of any portion of the facility remaining in

the premises subject to paragraph 4.4 of the Port's harbor area lease with the Department of Natural Resources for a portion of the premises.

7. Assignment and Transfer: This agreement is not transferable or assignable, in whole or in part, without the prior approval of the Port and Fisheries, and without the additional prior approval of the State of Washington, Department of Natural Resources.

8. Interpretation: This agreement shall be interpreted by the laws of the State of Washington.

9. Litigation:

9.1. Any and all suits which either party shall institute for enforcement of this agreement in any respect shall be instituted in the Superior Court for the County of King, State of Washington. Both parties hereby consent and agree to the jurisdiction of said Court.

9.2. In any action brought in said Court by parties to this agreement, the rights and remedies of each party may be enforced, consecutively or concurrently and the adoption of one or more rights or remedies shall not operate to prevent either party from exercising any other or further remedy given to any such party under this agreement.

10. Waiver: No waiver of any breach of this contract by either parties shall be held to be a waiver of any other or subsequent breach by either party.

11. INDEMNIFICATION

11.1. Fisheries agrees to indemnify, defend and to hold and save the Port harmless from all liability and expense for any injury (including death) to persons or for damage to property, (including damage to the facility under construction) regardless of how such injury or damage be caused, sustained or alleged to be sustained, as a result of any condition, existing or future, or occurrences arising out of the activities performed during the Design and Construction Phases of the Project and

during major renovation, reconstruction, demolition or additions to the project defined in Section 2.3. above, unless such claim shall arise from the negligence of the Port, its officers and employees.

11.2. The Port agrees to indemnify, defend and to hold and save Fisheries harmless from all liability and expense for any injury (including death) to persons or damage to property regardless of how such injury be caused, sustained or alleged to be sustained, as a result of any condition, existing or future, or occurrences arising out of activities performed during the Operation Phase of the Project except those activities defined in Section 2.3. above, unless such claim shall arise from the negligence of Fisheries, its officers and employees.

12. Notice: All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

The Port of Seattle  
P. O. Box 1209  
Seattle, Washington 98111

State of Washington, Department of Fisheries  
115 General Administration Building  
Olympia, Washington 98504 AX-11

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices and payments sent by certified or registered mail and subsequently received by either party shall be deemed to have been given when and if properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

13. Discrimination: Fisheries and the Port agree that:

13.1. They will not discriminate by segregation or otherwise against any person or persons because of race, sex, age, residence, creed, color or national origin in furnishing, or by refusing to furnish, to such person, or persons, the use of the facility herein provided, including any and all services, privileges, accommodations, and activities provided thereby.

13.1.1. It is agreed that either party's noncompliance with the provisions of Section 13.1. shall constitute a material breach of this agreement. In the event of such noncompliance, the other party may take appropriate action to enforce compliance, may terminate this agreement, or may pursue such other remedies as may be provided by law.

13.2 That in all matters pertaining to the performance of this agreement, they shall at all times conduct their business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons without respect to race, sex, age, residence, color, creed or national origin and, in particular:

13.2.1. The parties will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of racial or other minorities, and

13.2.2. The parties will comply strictly with all requirement of applicable federal state, and local laws or regulations issued pursuant thereto relating to the establishment of nondiscriminatory requirement in hiring and employment practices and assuring the



service of all patrons or customers without discrimination as to any person's race, sex, age, residence, color, creed, or national origin.

14. Savings: If any term or provision of this agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

15. Effect of Instrument: This instrument contains the entire agreement between the parties and no statement, promises or inducements made by the parties or their agents that are not contained in this agreement shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing by the parties.

16. Interlocal Cooperation Act. This agreement is intended to be an agreement pursuant to the Interlocal Cooperation Act, Chapter 39.34, RCW, and by reference to said Act, all powers given pursuant to that Act as now or hereafter amended are incorporated into this Agreement. The parties stipulate that no separate legal or administrative entities are necessary and needed to be created in order to exercise this agreement between the parties. If necessary, a joint board responsible for administering the rights and responsibilities under this contract will be created at the mutual consent of both parties. Such board shall consist of one representative from the Port and one representative from Fisheries appointed by the Executive Director of the Port and the Director of Fisheries, respectively. Real and personal property used in connection with the project shall be acquired, held and disposed of in accordance with the terms of this Agreement.

Pursuant to the Interlocal Cooperation Act, upon signing, this agreement shall be filed with the City Clerks of Olympia and Seattle, the County Auditors of Thurston County and King County, and the Secretary of State. Pursuant to the Interlocal Cooperation Act, signature hereto by the Director of Fisheries and the Executive Director of the Port of Seattle shall constitute appropriate action for purposes of this Agreement.

IN WITNESS WHEREOF this Agreement is hereby executed the day and year first written above.

STATE OF WASHINGTON

By:

Gordon Sandison  
Gordon Sandison, Director  
Department of Fisheries

NOTARY

E. Elaine Shaw

PORT OF SEATTLE

By:

Richard H. Ford  
Executive Director

NOTARY \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By:

A. J. Reynolds

TITLE: Asst. Attorney General

DATE:

May 9, 1979

AGREEMENT MODIFICATION

The State of Washington, Department of Fisheries (Fisheries) and the Port of Seattle (Port), by signature below, modify certain parts of the agreement between the parties, effective May 1, 1979, concerning construction of a public fishing pier and related facilities. This modification, made pursuant to Paragraph 15 of the agreement between the parties, changes the May 1, 1979, agreement as follows:

A. Paragraph 2.1. Fisheries shall not implement the design and construction phases of the project at its sole expense. Funding shall be explained in Paragraph 3.2.1 below.

B. Paragraph 3.2.1 Port, upon execution of this modification, shall contribute up to \$110,000 during the construction phase. Fisheries will provide maximum contribution within available funds, and additionally will seek additional sources of contribution up to fifty percent (50%) of the Port's contribution.

STATE OF WASHINGTON

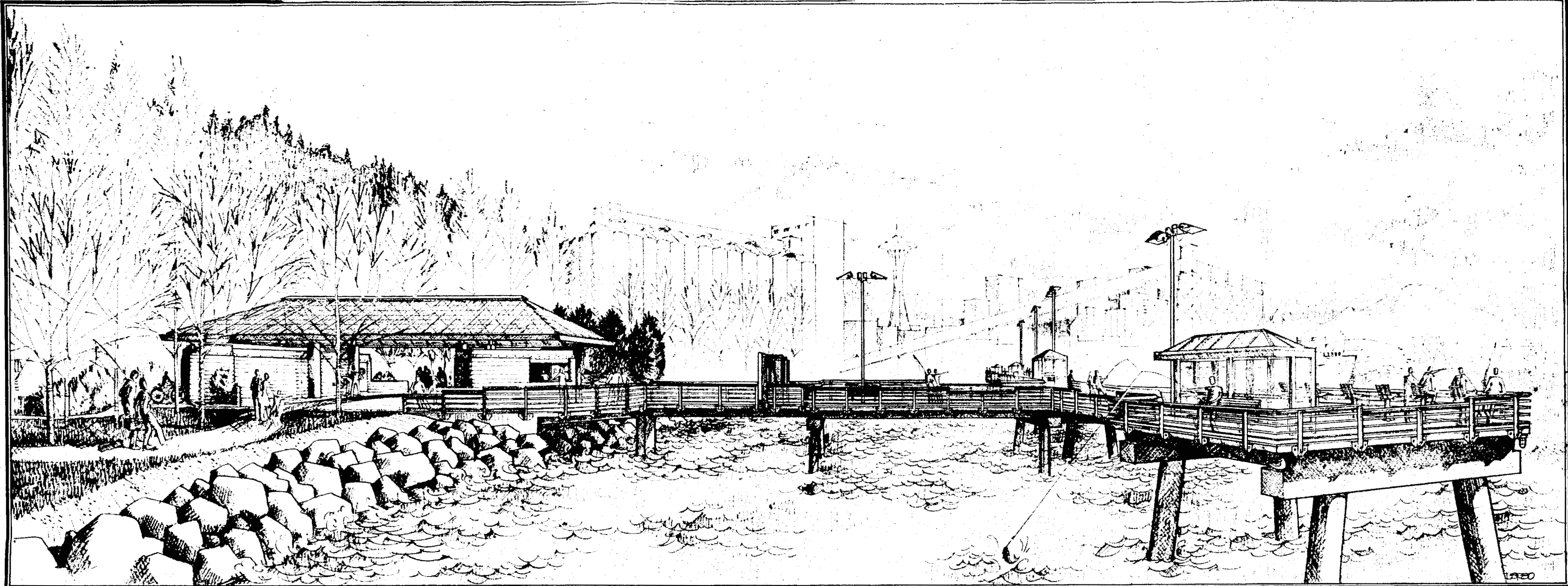
PORT OF SEATTLE

By *Gordon Sandison*  
Gordon Sandison  
Director  
Department of Fisheries

By *Richard [Signature]*  
Executive Director

DATED AND EFFECTIVE this 23rd day of May, 1980.

EXHIBIT D to  
RESOLUTION 2790



# Terminal 86 - Elliott Bay Fishing Pier

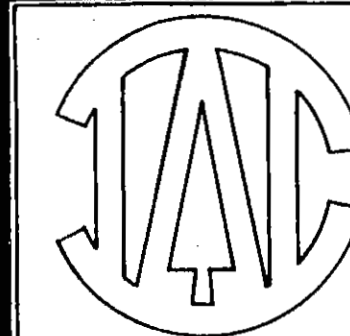
## INDEX OF DRAWINGS

TITLE	DRAWING NO.	P.O.S. NO.	TITLE	DRAWING NO.	P.O.S. NO.
COVER SHEET INDEX .....	1	86-8001	PIER-MISC. DETAILS .....	13	86-8001-S-6
PROPERTY PLAN .....	2	86-8001-C-1	PAVILION-FOUNDATION PLAN .....	14	86-8001-S-7
PIER & SITE PLAN .....	3	86-8001-C-2	PAVILION-ROOF FRAMING PLAN .....	15	86-8001-S-8
PAVILION-FLOOR & ROOF PLANS .....	4	86-8001-A-1	PAVILION-ROOF FRAMING DETAILS .....	16	86-8001-S-9
PAVILION-EXTERIOR ELEVATIONS .....	5	86-8001-A-2	GRADING, DRAINAGE, LANDSCAPE & IRRIGATION .....	17	86-8001-L-1
PAVILION-SECTIONS & DETAILS .....	6	86-8001-A-3	LANDSCAPING & MISC. DETAILS .....	18	86-8001-L-2
PAVILION-INTERIOR ELEVATIONS & MISC. DETAILS .....	7	86-8001-A-4	UTILITIES SITE PLAN .....	19	86-8001-ME-1
PIER-PILE & DECK FRAMING PLANS .....	8	86-8001-S-1	MECHANICAL & ELECTRICAL PLAN .....	20	86-8001-ME-2
PIER-PRECAST CONCRETE DETAILS .....	9	86-8001-S-2	MECHANICAL DETAILS .....	21	86-8001-M-3
PIER-DECK FRAMING DETAILS .....	10	86-8001-S-3	ELECTRICAL PLAN & DETAILS .....	22	86-8001-E-1
PIER-PILE CAP DETAILS .....	11	86-8001-S-4			
PIER-SHELTER PLANS & MISC. DETAILS .....	12	86-8001-S-5			



T-86 ELLIOTT BAY  
FISHING PIER  
DEPARTMENT  
OF  
FISHERIES  
GORDON SANDISON,  
DIRECTOR

in cooperation with



IAC  
Project Number  
**79-800-D**  
EXHIBIT-B



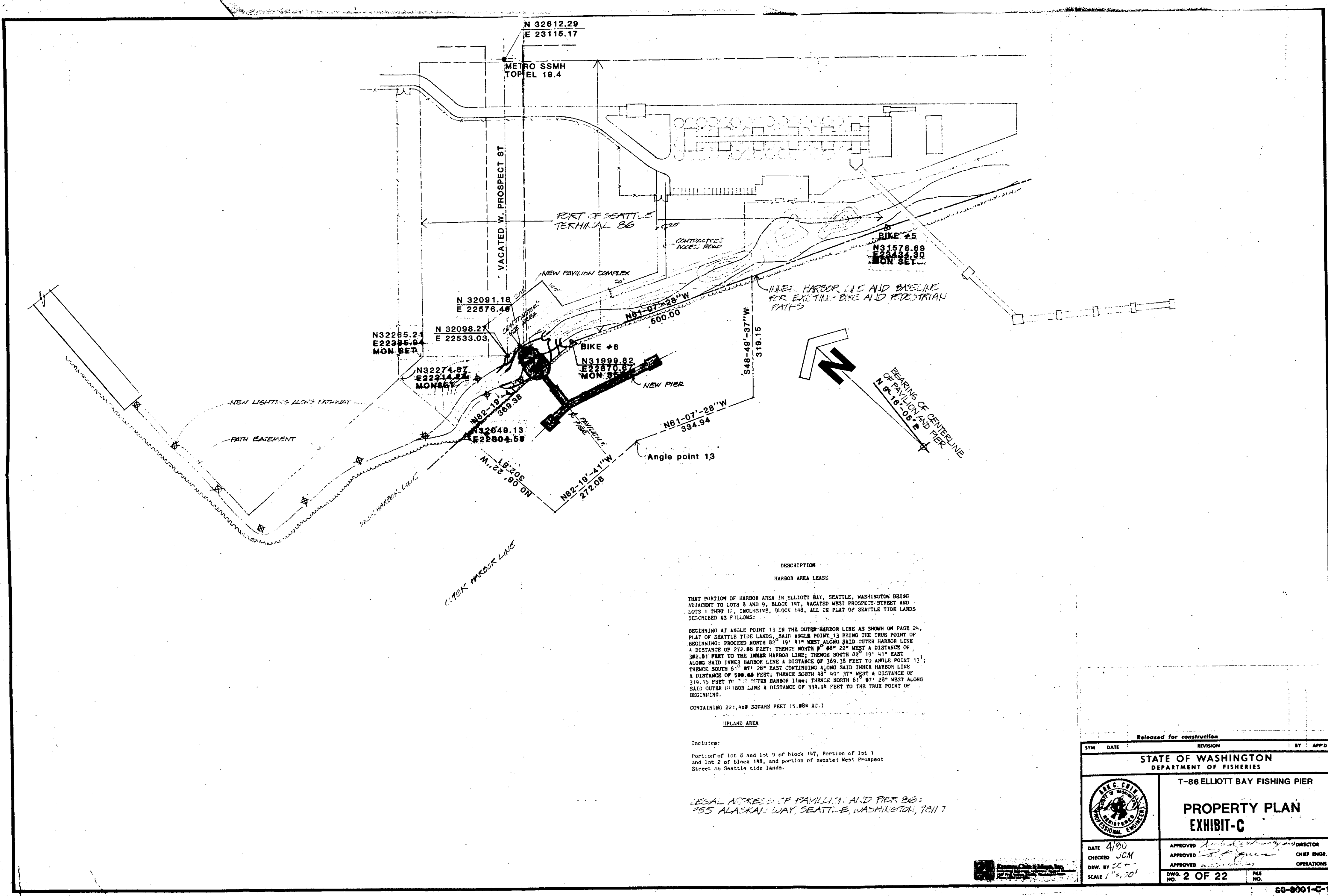
**Kramer, Chin & Mayo, Inc.**  
Consulting Engineers, Architects,  
Applied Scientists  
1917 First Avenue, Seattle, Washington 98101  
Phone (206) 447-5300

86-8001

NOTE: If the microfilmed drawing is LESS clear than this notice, it is due to the quality of the original drawing.

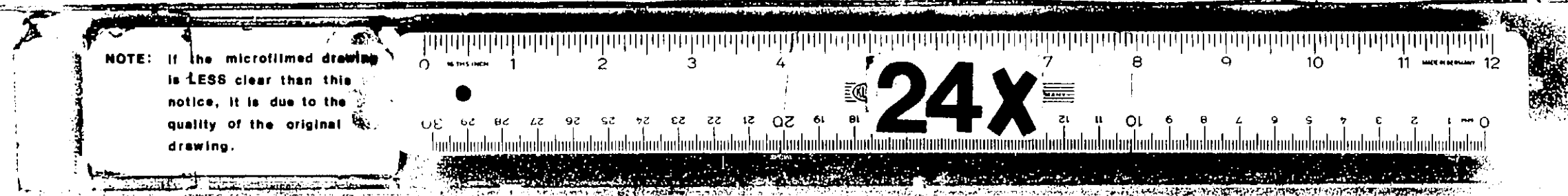






DESCRIPTION  
 HARBOR AREA LEASE  
 THAT PORTION OF HARBOR AREA IN ELLIOTT BAY, SEATTLE, WASHINGTON BEING  
 ADJACENT TO LOTS 8 AND 9, BLOCK 147, VACATED WEST PROSPECT STREET AND  
 LOTS 1 THRU 17, INCLUSIVE, BLOCK 148, ALL IN PLAT OF SEATTLE TIDE LANDS  
 DESCRIBED AS FOLLOWS:  
 BEGINNING AT ANGLE POINT 13 IN THE OUTER HARBOR LINE AS SHOWN ON PAGE 24,  
 PLAT OF SEATTLE TIDE LANDS, SAID ANGLE POINT 13 BEING THE TRUE POINT OF  
 BEGINNING; PROCEED NORTH 82° 19' 41" WEST ALONG SAID OUTER HARBOR LINE  
 A DISTANCE OF 272.08 FEET; THENCE NORTH 80° 22' WEST A DISTANCE OF  
 282.81 FEET TO THE INNER HARBOR LINE; THENCE SOUTH 82° 19' 41" EAST  
 ALONG SAID INNER HARBOR LINE A DISTANCE OF 369.38 FEET TO ANGLE POINT 13;  
 THENCE SOUTH 61° 07' 28" EAST CONTINUING ALONG SAID INNER HARBOR LINE  
 A DISTANCE OF 586.40 FEET; THENCE SOUTH 88° 09' 37" WEST A DISTANCE OF  
 319.15 FEET TO THE OUTER HARBOR LINE; THENCE NORTH 61° 07' 28" WEST ALONG  
 SAID OUTER HARBOR LINE A DISTANCE OF 334.94 FEET TO THE TRUE POINT OF  
 BEGINNING.  
 CONTAINING 221,468 SQUARE FEET (5.084 AC.)  
 UPLAND AREA  
 Includes:  
 Portion of lot 8 and lot 9 of block 147, Portion of lot 1  
 and lot 2 of block 148, and portion of vacated West Prospect  
 Street on Seattle tide lands.  
 LEGAL NOTES OF PAVILION AND PIER B6:  
 255 ALASKAN WAY, SEATTLE, WASHINGTON, 98117

Released for construction		SYN DATE		REVISION		BY APP'D	
STATE OF WASHINGTON DEPARTMENT OF FISHERIES							
T-86 ELLIOTT BAY FISHING PIER							
PROPERTY PLAN EXHIBIT-C							
DATE 4/90		APPROVED [Signature] DIRECTOR		CHECKED JCM		APPROVED [Signature] CHIEF ENGR.	
SCALE 1" = 20'		DWG. NO. 2 OF 22		FILE NO.		OPERATIONS	



60-8001-C-1