

Terry Dunning
DPR 6(f) Bryant Bldg Exchange ORD
August 12, 2013
Version #1

ORDINANCE _____

1
2 AN ORDINANCE relating to the SR 520, I-5 to Medina: Bridge Replacement and HOV Project;
3 authorizing the exchange of real property within the Washington Park Arboretum for property
4 located at 1111 NE Boat Street; superseding the requirements of Ordinance 118477, which
5 adopted Initiative 42, with respect to the exchange; authorizing the Superintendent of Parks and
6 Recreation to execute an interlocal agreement and other documents; authorizing the conveyance
7 of reversionary rights in certain Arboretum-area property to the State of Washington; amending
8 Ordinance 124058, which adopted the 2013 Budget, including the 2013-2018 Capital
9 Improvement Program (CIP); creating a new appropriation for the implementation of the Bryant
10 Park Development Project; and ratifying and confirming prior acts; all by a three-fourths vote of
11 the City Council.

12 WHEREAS, to complete its SR 520, I-5 to Medina: Bridge Replacement and HOV Project (the
13 "SR 520 Project"), the Washington State Department of Transportation ("WSDOT")
14 must acquire certain property owned by the City at East Montlake and McCurdy parks
15 (the "City Property") and by the University of Washington near the Washington Park
16 Arboretum (the "UW Property"); and

17 WHEREAS, the property that WSDOT requires was developed with federal grant funds that
18 make it subject to Section 6(f) of the Land and Water Conservation Fund Act, 16 U.S.C.
19 § 4601-8 ("Section 6(f)"); and

20 WHEREAS, Section 6(f) requires that property developed with Section 6(f) grant funds and
21 converted from its approved recreational use be replaced by property of equivalent value
22 and utility; and

23 WHEREAS, the City, UW and WSDOT identified the property located at 1111 NE Boat Street
24 (the "Bryant Building Site"), currently owned by UW, as meeting the criteria to serve as
25 Section 6(f) replacement property; and

26 WHEREAS, pursuant to Ordinance 124138 (March 2013), the City authorized execution of a
27 Memorandum of Agreement among WSDOT, UW and the City, designating the Bryant
28 Building Site as the Section 6(f) replacement property and describing the roles of the
parties regarding the transfer and development of the site; and

WHEREAS, the City, WSDOT and UW have negotiated a series of agreements that will allow
for the exchange of the City Property for the Bryant Building Site and provide the City
with \$11,389,500 for Bryant Building Site development; and

1 WHEREAS, the City anticipates that following completion of the SR 520 Project a portion of the
2 City Property will be restored and reconveyed to the City for continued recreational use;
3 and

4 WHEREAS, the proposed exchange of property substantially meets the requirements of
5 Ordinance 118477, which requires that no land held for park and recreation purposes is to
6 be sold, transferred, or changed from park use unless there is no reasonable and practical
7 alternative and the City of Seattle receives in exchange land of equivalent or better size,
8 value, location, and usefulness in the vicinity, serving the same community and the same
9 park purposes; and

10 WHEREAS, because of the unique opportunity to acquire a new waterfront park in exchange for
11 property that will ultimately retain most if not all of its recreational utility, the
12 Department of Parks and Recreation recommends the exchange notwithstanding that the
13 two properties do not serve the precisely same park purpose and that therefore Ordinance
14 118447 must be superseded to permit the proposed transaction; and

15 WHEREAS, as part UW's conveyance of property to WSDOT for the SR 520 Project UW has
16 requested that the City convey to WSDOT any reversionary rights the City may have in
17 certain UW property located west of McCurdy Park and the City has agreed to do so in
18 exchange for a reciprocal commitment from UW with respect to other City property;
19 NOW, THEREFORE,

20 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

21 Section 1. As requested by the Superintendent of Parks and Recreation
22 ("Superintendent") and recommended by the Mayor, the Superintendent or his designee is
23 hereby authorized to execute, deliver, and perform, for and on behalf of The City of Seattle, an
24 agreement ("Agreement") substantially in the form of the Agreement attached hereto as
25 Attachment 1 and identified as "Interagency Agreement for Real Estate Transactions Among
26 Washington State Department of Transportation, University of Washington, and City of Seattle
27 Regarding the Acquisition of Section 6(f) Converted Property and Designation of Section 6(f)
28 Replacement Property, Bryant Building Site, SR 520, I-5 to Medina: Bridge Replacement and
HOV Project," pursuant to which real property owned by the City and described below will be
conveyed to WSDOT for the consideration stated in the Agreement, subject to the parties'
compliance with the conditions of the Agreement:

1 A PORTION OF THE HARBOR AREA OF LAKE WASHINGTON AS DEPICTED
2 ON SAID SHORELANDS PLAT, ADJACENT TO GOVERNMENT LOT 1 OF
3 SECTION 21, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE
4 MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

5 COMMENCING AT A UNITED STATES ARMY CORPS OF ENGINEERS BRASS
6 MONUMENT DESIGNATED AS POINT # 4013 ON THAT CERTAIN RECORD OF
7 SURVEY FILED IN THE OFFICE OF THE KING COUNTY RECORDER UNDER
8 RECORDING NUMBER 20120918900005; THENCE SOUTH 88°34'31" EAST A
9 DISTANCE OF 1903.80 FEET TO UNITED STATES ARMY CORPS OF
10 ENGINEERS MONUMENT DESIGNATED POINT # 4020 OF SAID RECORD OF
11 SURVEY; THENCE NORTH 88°34'31" WEST A DISTANCE OF 27.87 FEET TO THE
12 PLAT, AS DEPICTED ON THE PLAT OF LAKE WASHINGTON SHORELANDS
13 CORNER NUMBERED 36SUB1 ON THE INNER HARBOR LINE; THENCE SOUTH
14 1°24'34" WEST A DISTANCE OF 380.84 FEET ALONG SAID INNER HARBOR
15 LINE TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 86°23'33" EAST A
16 DISTANCE OF 219.13 FEET; THENCE SOUTH 48°39'12" EAST A DISTANCE OF
17 176.40 FEET TO SAID INNER HARBOR LINE; THENCE ALONG SAID INNER
18 HARBOR LINE SOUTH 47°57'38" WEST A DISTANCE OF 59.36 FEET; THENCE
19 LEAVING SAID INNER HARBOR LINE SOUTH 73°22'05" WEST A DISTANCE OF
20 45.00 FEET; THENCE SOUTH 16°37'56" EAST A DISTANCE OF 21.37 FEET TO
21 THE INNER HARBOR LINE; THENCE ALONG SAID INNER HARBOR LINE
22 SOUTH 47°57'38" WEST A DISTANCE OF 58.80 FEET; THENCE CONTINUING
23 ALONG SAID INNER HARBOR LINE NORTH 88°34'34" WEST A DISTANCE OF
24 232.27 FEET; THENCE CONTINUING ALONG SAID INNER HARBOR LINE
25 NORTH 1°24'34" EAST A DISTANCE OF 237.10 FEET TO THE TRUE POINT OF
26 BEGINNING.

27 Situate King County, Washington

28 Section 2. The Superintendent is further authorized, for and on behalf of the City, to
execute a quitclaim deed substantially in the form included in Attachment 1 as "Exhibit G," for
recording and delivery upon the parties' compliance with the conditions of the Agreement that
are to be satisfied at or before closing, and such other agreements and documents as he
reasonably determines are appropriate to effect the closing of such conveyance in accordance
with the terms and conditions of the Agreement.

1 Section 3. The Superintendent, or his designee, is specifically authorized, for and on
2 behalf of the City, to make minor modifications to and to execute, deliver, and perform any or all
3 of the following agreements:

- 4 A. A Purchase and Sale Agreement, substantially in the form included in Attachment 1 as
5 "Exhibit E," authorizing the Superintendent to acquire, for and on behalf of the City, the
6 Bryant Building Site, legally described as:

7
8 THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP
9 W. M. DESCRIBED AS FOLLOWS:

10 COMMENCING AT THE NORTHERLY CORNER OF LOT 31, BLOCK 38,
11 BROOKLYN ADDITION TO SEATTLE, RECORDED IN VOLUME 7 OF PLATS,
12 PAGE 32, RECORDS OF KING COUNTY, WASHINGTON;
13 THENCE SOUTH 42°53'03" EAST 16.00 FEET ALONG THE NORTHEAST LINE OF
14 SAID LOT 31 TO THE POINT OF BEGINNING;
15 THENCE SOUTH 47°07'43" WEST 71.53 FEET;
16 THENCE SOUTH 48°13'36" EAST 11.24 FEET;
17 THENCE SOUTH 21°06'01" EAST 19.18 FEET;
18 THENCE SOUTH 47°07'43" WEST 28.67 FEET;
19 THENCE SOUTH 42°52' 17" EAST 118.24 FEET;
20 THENCE SOUTH 47°07'43" WEST 61.41 FEET TO THE INNER HARBOR LINE AS
21 SHOWN ON 2005 THIRD SUPPLEMENTAL PLAT OF LAKE UNION HARBOR,
22 STATE DEPARTMENT OF NA TURAL RESOURCES, RECORDED UNDER
23 RECORD NUMBER 20050810900004, RECORDS OF KING COUNTY,
WASHINGTON;

24 THENCE SOUTH 42°43' 14" EAST 310.54 FEET ALONG SAID INNER HARBOR
25 LINE;
26 THENCE SOUTH 46°57'38" EAST 272.82 FEET ALONG SAID INNER HARBOR
27 LINE TO THE SOUTHERLY CORNER OF BLOCK 22-A, SECOND
28 SUPPLEMENTAL MAPS OF LAKE UNION SHORELANDS, AS SHOWN ON
OFFICIAL MAP ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC
LANDS AT OLYMPIA, WASHINGTON;

1 THENCE NORTH 84°40'45" WEST 42.28 FEET;
2 THENCE NORTH 01°09'06" WEST 9.58 FEET;
3 THENCE NORTH 04°55'53" WEST 3.67 FEET;
4 THENCE SOUTH 85°12'28" EAST 5.38 FEET;
5 THENCE NORTH 06°42'52" EAST 41.31 FEET;
6 THENCE NORTH 69°44'51" EAST 34.97 FEET;
7 THENCE NORTH 70°00'28" EAST 38.87 FEET TO THE NORTHEAST LINE OF
8 SAID BLOCK 38 AND THE SOUTHERLY MARGIN OF NE BOAT STREET;
9 THENCE NORTH 59°49'38" WEST 552.75 FEET ALONG SAID NORTHEAST LINE
10 AND SOUTHERLY MARGIN;
11 THENCE NORTH 42°53'03" WEST 115.98 FEET ALONG SAID NORTHEAST LINE
12 AND SOUTHERLY MARGIN TO THE POINT OF BEGINNING.

13 SAID PARCEL CONTAINING 156,481 SQUARE FEET (3.59 ACRES), MORE OR
14 LESS.

15 as partial consideration for the conveyance described in Section 1;

16 A. A Development Agreement, substantially in the form included in Attachment 1
17 as "Exhibit D," providing for WSDOT and UW to pay the City a total of \$11,389,500 for
18 development of the Bryant Building Site as a replacement park;

19 B. An Operation and Maintenance Agreement, substantially in the form included in
20 Attachment 1 as "Exhibit F," providing for the maintenance and operation of the park at the
21 Bryant Building Site, when developed; and

22 C. A Temporary Construction Easement, substantially in the form included in
23 Attachment 1 as "Exhibit H," allowing WSDOT access to certain other City-owned Arboretum
24 property to carry out the SR 520 Project.

25 Section 4. When the Purchase and Sale Agreement described in Section 3.A is fully
26 performed, the Superintendent is authorized to accept the deed for the Bryant Building Site on
27 behalf of the City by attaching to the deed his written acceptance thereof, and to record the same.
28 The Bryant Building Site shall be accepted for park and recreation purposes, and placed under
the jurisdiction of the Department of Parks and Recreation.

Section 5. The Superintendent is further authorized, for and on behalf of the City, to
execute a quitclaim deed substantially in the form included in Attachment 2, for recording and

1 delivery upon the effective date of this ordinance, conveying to WSDOT the City's reversionary
2 rights in that portion of the Old Canal right of way (Canal Reserve) in Section 21, Township 25
3 North, Range 4 East, W.M., in King County, Washington, described as follows:

4 BEGINNING AT A POINT ON THE EAST MARGIN OF MONTLAKE
5 BOULEVARD EAST 155.93 FEET SOUTH OF ITS INTERSECTION WITH THE
6 CENTER LINE OF EAST HAMLIN STREET;
7 THENCE SOUTH 88°34'37" EAST 26 FEET TO THE TRUE POINT OF BEGINNING;
8 THENCE SOUTH 27°21'37" EAST 3.00 FEET TO A POINT OF CURVATURE;
9 THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT,
10 HAVING A RADIUS OF 220 FEET, AN ARC DISTANCE OF 199.22 FEET TO A
11 POINT OF TANGENCY;
12 THENCE SOUTH 79°14'37" EAST 255.24 FEET TO A POINT OF CURVATURE;
13 THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A
14 RADIUS OF 400 FEET, AN ARC DISTANCE OF 49.68 FEET TO A POINT OF
15 TANGENCY;
16 THENCE SOUTH 86°21'37" EAST 34.18 FEET;
17 THENCE NORTH 1°25'23" EAST 76.50 FEET;
18 THENCE NORTH 17°48'44" EAST 88.60 FEET TO THE SOUTH LINE OF THE
19 EAST AND WEST ALLEY IN BLOCK 4, MONTLAKE PARK ADDITION,
20 ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 18 OF PLATS,
21 PAGE 20, IN KING COUNTY, WASHINGTON;
22 THENCE NORTH 88°34'37" WEST ALONG SAID SOUTH LINE AND SAME
23 PRODUCED TO THE TRUE POINT OF BEGINNING.

24 Section 6. The 2013-18 Adopted Capital Improvement Program ("CIP") for the
25 Department of Parks and Recreation is hereby amended to create a new CIP project named the
26 "Bryant Park Development Project" (K732480) for City costs and capital commitments
27 associated with the development of the Bryant Building Site, as described in Attachment 3.

28 Section 7. Upon receipt by the City of funds due under the Agreement, such funds shall
be deposited in the Park Mitigation and Remediation Fund (33130).

Section 8. Contingent upon the City's receipt of funds due under the Agreement, and in
order to pay for necessary costs and expenses for which insufficient appropriations were made,
the appropriation for the following is increased from the fund shown, as follows:

Fund	Department	BCL	Amount
Park Mitigation and Remediation Fund (33130)	Parks and Recreation	SR520 Mitigation (K72451)	\$11,389,500

Section 9. The requirements of Ordinance 118477, which adopted Initiative 42, are hereby superseded for the purposes of this ordinance.

Section 10. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

1 Section 11. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by a three-fourths vote of all the members of the City Council the ____ day of
5 _____, 2013, and signed by me in open session in authentication of its
6 passage this ____ day of _____, 2013.
7

8
9 _____
10 President _____ of the City Council
11

12 Approved by me this ____ day of _____, 2013.
13

14 _____
15 Michael McGinn, Mayor
16

17 Filed by me this ____ day of _____, 2013.
18

19 _____
20 Monica Martinez Simmons, City Clerk
21

(Seal)

22 **Attachments:**

23 Attachment 1: Interagency Agreement for Real Estate Transactions Among Washington
24 State Department of Transportation, University of Washington, and City of Seattle
25 regarding the Acquisition of Section 6(f) Converted Property and Designation of Section
26 6(f) Replacement Property Bryant Building Site – SR 520, I-5 to Medina: Bridge
27 Replacement and HOV Project
28

List of Exhibits to Attachment 1:

Exhibit A – Illustration of Bryant Site

Exhibit B – Agreement GCB 1294, “Section 6(f) MOA”

Exhibit C -- Illustrations and Legal Descriptions of Section 6(f) Converted Property

Exhibit D – Development Agreement

Exhibit E – Bryant PSA

Exhibit F – O & M Agreement

Exhibit G – Form of CITY Deed – Converted Property

Exhibit H – Form of CITY Easement – Converted Property

Exhibit I – Form of UW Deed – Converted Property

Exhibit J – Form of UW Easement – Converted Property

Exhibit K – Form of UW Deed – Area A

Exhibit L – Form of UW Easement – Area A

Attachment 2: Quitclaim Deed (Reversionary Rights)

Attachment 3: 2008 Parks Levy Project Descriptions-Department of Parks and Recreation Capital Improvement Program

**INTERAGENCY AGREEMENT FOR REAL ESTATE TRANSACTIONS
AMONG
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION,
UNIVERSITY OF WASHINGTON, AND CITY OF SEATTLE
REGARDING THE ACQUISITION OF SECTION 6(F) CONVERTED PROPERTY
AND DESIGNATION OF SECTION 6(F) REPLACEMENT PROPERTY
BRYANT BUILDING SITE
SR 520, I-5 TO MEDINA: BRIDGE REPLACEMENT AND HOV PROJECT**

This Interagency Agreement ("Agreement") is entered into by and among the STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION ("WSDOT"), the UNIVERSITY OF WASHINGTON ("UW"), and the CITY OF SEATTLE, acting by and through its Superintendent of Parks and Recreation ("the CITY"), collectively referred to as the "Parties" and each, individually, referred to as a "Party."

1 RECITALS

- 1.1 WSDOT requires certain property owned by the CITY and UW at the Washington Park Arboretum for its SR 520, I-5 to Medina: Bridge Replacement and HOV Project (the "SR 520 Project").
- 1.2 To comply with their obligations under Section 6(f) of the Land and Water Conservation Fund Act, 16 U.S.C. § 4601-4 through 4601-11 ("Section 6(f)"), UW and the CITY as grantees must provide reasonably equivalent replacement property.
- 1.3 The CITY, UW and WSDOT have agreed that the Bryant Site, located on Boat Street in the University District, presently owned by UW, and illustrated in Exhibit A, is a suitable replacement site. The CITY and UW agreed to the designation of the Bryant Site in a Memorandum of Agreement among the Parties and designated by WSDOT as GCB 1294 (the "Section 6(f) MOA"), a copy of which is attached hereto as Exhibit B.

NOW, THEREFORE, by virtue of RCW 39.34 and in consideration of the terms, conditions, covenants, and performances contained herein, including Exhibits A, B, C, D, E, F, G, H, I J, K, and L, IT IS MUTUALLY AGREED AS FOLLOWS:

2 PURPOSE

2.1 The purpose of this Agreement is to comply with Section 6(f) as it pertains to the SR 520 Project. This Agreement partially implements the Parties' commitments in the Section 6(f) MOA by implementing certain actions described in the MOA. These actions include:

2.1.1 the CITY and UW conveying to WSDOT their respective interests in the real property identified as "Permanent Conversion Area B" and "Permanent Conversion Area D" in the legal descriptions and illustrations in Exhibit C; and

2.1.2 the CITY and UW granting to WSDOT temporary construction easements for use of their respective interests in the real property identified as "Temporary Construction Easement Area C" and "Temporary Construction Easement Area D" in the legal descriptions and illustrations in Exhibit C; and

2.1.3 UW conveying to WSDOT, upon WSDOT's future request, its interest in the real property identified as "Permanent Conversion Area A," and a temporary construction easement for use of its interests in the real property identified as "Temporary Construction Easement Area A," in the legal descriptions and illustrations in Exhibit C; and

2.1.4 WSDOT's payment to UW of \$13,600,000.00 (the "UW Cash Consideration") and

2.1.5 WSDOT's payment to the CITY of \$9,000,000.00 (the "CITY Cash Consideration").

3 CONSIDERATION

The consideration exchanged among the Parties under this Agreement and related separate agreements as identified in this Section, is summarized as follows.

3.1 From WSDOT to UW:

- WSDOT will pay UW the UW Cash Consideration described in Section 2.1.4.

3.2 From WSDOT to the CITY:

- WSDOT will pay the CITY the CITY Cash Consideration described in Section 2.1.5, under the terms and conditions described in GCB 1279, the "Bryant Project Development Agreement," attached and incorporated as Exhibit D. This amount includes compensation for remedial action and park development at the Bryant Site.

3.3 From UW to the CITY:

- The designation of the Bryant Site as Section 6(f) Replacement Property.
- The conveyance to the CITY of the Bryant Site by quitclaim deed under the terms of a purchase and sale agreement executed between UW and the CITY (the "Bryant PSA"), a copy of which is attached and incorporated as Exhibit E.
- Cash payments to the CITY of up to \$2,389,500.00 to be used for remedial action costs, as stipulated in the Section 6(f) MOA.

3.4 From UW to WSDOT:

- The designation of the Bryant Site as Section 6(f) Replacement Property.
- The conveyance of the Permanent Conversion Area and granting of the Temporary Construction Easements described herein.

3.5 From the CITY to UW:

- The designation of the Bryant Site as Section 6(f) Replacement Property.
- The performance of the CITY's obligations under the Bryant Project Development Agreement.
- Operation and maintenance of the new park developed on the Bryant Site pursuant to the terms of an Operation and Management Agreement between the UW and CITY (the "O&M Agreement"), attached and incorporated as Exhibit F.

- Leaseback by the CITY of the Bryant Site to UW pursuant to the terms of a Leaseback Agreement between the UW and the CITY ("Leaseback").

3.6 From the CITY to WSDOT:

- The conveyance of Permanent Conversion Area and granting of the Temporary Construction Easements described herein.
- The designation of the Bryant Site as Section 6(f) Replacement Property.

4 CONDITIONS PRECEDENT TO THE CLOSING OF THE TRANSACTIONS DESCRIBED HEREIN

4.1 The obligations of the Parties to close the transactions described in Section 2.1.1, 2.1.2, and 2.1.3 of this Agreement are contingent upon the following:

4.1.1 Issuance by the National Park Service (NPS) of a signed amendment to its agreement with the Recreation Conservation Office (RCO), approving the Bryant Site as the Section 6(f) Replacement Property for recreational impacts caused by the SR 520 Project, hereinafter referred to as the "NPS/RCO Conversion Amendment";

4.1.2 Deposit by WSDOT of the Cash Consideration into an escrow account established by UW for the closing of the transactions described in this Agreement.

4.1.3 Passage of an ordinance by the Seattle City Council authorizing the execution of this Agreement, the Bryant Project Development Agreement, the Bryant PSA and the O&M Agreement.

4.1.4 Execution by the Parties of the Bryant Project Development Agreement, and payment by WSDOT to the CITY of all amounts for development and Remedial Action that are stipulated therein to be paid prior to the Closing Date;

4.1.5 Execution of the Bryant PSA by UW and the CITY;

4.1.6 Execution of the O&M Agreement by UW and the CITY; and

4.1.7 Execution by WSDOT and UW of the Agreement for Overall Property Needs and Mitigation, designated by WSDOT as GCB 1343 (the "UW Overall Agreement").

5 RESPONSIBILITIES OF THE PARTIES

5.1 Joint Responsibilities of the Parties

5.1.1 Upon satisfaction of all of the contingencies listed in Section 4, the Parties shall set a date for the closing of the transactions described in Section 2.1 above, hereinafter referred to as the "Closing Date," that is more than one but less than 50 days after the issuance of the NPS/RCO Conversion Amendment.

5.2 WSDOT Responsibilities

5.2.1 WSDOT shall pay the UW Cash Consideration to UW and the CITY Cash Consideration to the CITY.

5.3 CITY Responsibilities

5.3.1 On the Closing Date, the CITY shall deliver to Escrow Agent (a) a Quit Claim Deed substantially in the form of Exhibit G, Form of CITY Deed, for the parcel identified as "Permanent Conversion Area B" in Exhibit C and (b) a temporary construction easement, substantially in the form of Exhibit H, Form of CITY Easement, for the parcels identified as "Conversion Area C2 Temporary Construction Easement" and "Conversion Area D1 Temporary Construction Easement" in Exhibit C.

5.4 UW Responsibilities

5.4.1 UW shall file with the CITY's Department of Planning and Development ("DPD"), an application providing for the

segregation of the Bryant Site from the entirety of Tax Lot 1142004555 (the "LBA") and shall use commercially reasonable efforts to pursue the same to completion. The form and content of the LBA and conditions imposed by DPD thereunder, if any, shall be subject to the approval of UW in its reasonable discretion, provided that nothing in the LBA or any DPD or other conditions shall prevent or materially inhibit the development of the adjacent Boat Street Marina site following the conveyance of the Bryant Site to the CITY.

5.4.2 UW shall establish an escrow account with First American Title Insurance Company ("Escrow Agent") for the purpose of closing the conveyances described in Sections 5.3.1 and 5.4.3, in accordance with the final agreed terms of the Joint Escrow Instructions.

5.4.3 On the Closing Date, UW shall deliver to Escrow Agent (a) a Quit Claim Deed substantially in the form of Exhibit I, Form of UW Deed, for the parcel identified as "Permanent Conversion Area D" in Exhibit C and (b) a temporary construction easement, substantially in the form of Exhibit J, Form of UW Easement, for use of the parcels identified as "Conversion Area C1 Temporary Construction Easement", and "Conversion Area D2 Temporary Construction Easement" in Exhibit C.

5.4.4 UW agrees that upon request by WSDOT, and for purposes of constructing and operating the SR 520 Project only, it shall (a) convey to WSDOT, by Quit Claim Deed substantially in the form of Exhibit K, the parcel identified as "Permanent Conversion Area A" in Exhibit C, and (b) grant a temporary construction easement, substantially in the form of Exhibit L, for the use of the parcel identified as "Conversion Area A Temporary Construction Easement" in Exhibit C.

6 SEVERABILITY

Should any part of this Agreement be found void or unenforceable, the balance of this Agreement shall remain in full force and effect, so long as the purpose of the Agreement can still be substantially accomplished.

7 MODIFICATION

This Agreement may only be modified by written amendment signed by all Parties.

8 WRITTEN NOTICE

All communications regarding this Agreement shall be sent to the Parties at the addresses listed below by registered or first class mail, or by personal service, and shall be deemed sufficiently given when delivered, or three days after being sent by mail to the addressee at the address stated in this Agreement or at another address as may be hereafter specified in writing.

For WSDOT:

Kerry Pihlstrom, Engineering Manager
I-5 to Medina: Bridge Replacement and HOV Project
SR 520 Bridge Replacement and HOV Program
Washington State Dept. of Transportation
999 3rd Avenue, Suite 900
Seattle, WA 98104

For the CITY:

Christopher Williams, Acting Superintendent
Seattle Parks and Recreation
100 Dexter Ave N
Seattle, WA 98109

For UW:

Jeanette L. Henderson, Director of Real Estate

MAILING ADDRESS:

UW Real Estate
Campus Box 359446
Seattle, WA 98195-9446
Phone: (206) 616-3400
Fax: (206) 685-1547

COURIER/DELIVERY ADDRESS:

UW Real Estate
4333 Brooklyn Ave NE, T-12
Seattle, WA 98195-9446

9 NON-WAIVER

Any failure by any Party to enforce strict performance of any provision of the Agreement will not constitute a waiver of that Party's right to subsequently enforce that provision or any other provision of the Agreement.

10 GOVERNING LAW AND VENUE

This Agreement will be governed by the laws of Washington. Any judicial action to resolve disputes arising out of or related to this Agreement shall be brought in King County Superior Court.

11 ASSIGNMENT

No Party may assign, transfer, convey, pledge or otherwise dispose of this Agreement or any part of this Agreement without the prior written consent of all other Parties. Any assignment of this Agreement by any Party without the prior written consent of the other Parties shall be void.

12 FORCE MAJEURE

Notwithstanding anything contained in this Agreement to the contrary, no Party will be deemed liable or to be in default for any delay or failure in performance under this Agreement which delay or failure results from acts of nature, acts of civil and military authority, acts of public enemy, war, or any like cause beyond that Party's reasonable control.

13 EFFECTIVE DATE

This Agreement shall be effective upon execution by all Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last signed below:

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

By _____ Date: _____
Julie Meredith, P.E.
SR 520 Program Director

By:  _____ Date: 8-18-13
James M. Salter
Acquisition Program Manager

Approved as to Form

By _____ Date: _____
Amanda Phily
Assistant Attorney General

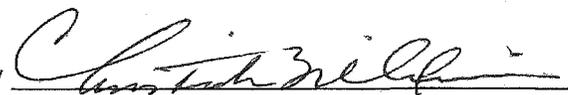
UNIVERSITY OF WASHINGTON

By _____ Date: _____
Jeanette L. Henderson
Director of Real Estate

Approved as to Form

By _____ Date: _____
Susan A. Shyne
Special Assistant Attorney General

CITY OF SEATTLE

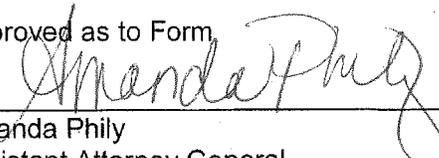
By  _____ Date: 8/19/2013
Christopher Williams
Superintendent, Department of Parks and Recreation

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last signed below:

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

By  Date: 8/12/13
Julie Meredith, P.E.
SR 520 Program Director

By: _____ Date: _____
James M. Salter
Acquisition Program Manager

Approved as to Form
By  Date: 8/12/2013
Amanda Phily
Assistant Attorney General

UNIVERSITY OF WASHINGTON

By  Date: 8/19/13
Jeanette L. Henderson
Director of Real Estate

Approved as to Form
By  Date: 8/19/2013
Susan A. Shyne
Special Assistant Attorney General

CITY OF SEATTLE

By _____ Date: _____
Christopher Williams
Superintendent, Department of Parks and Recreation

14 DEFAULT AND TERMINATION

If a Party fails to perform a material obligation of this Agreement or fails to perform any of the requirements of this Agreement, any other Party may serve written notice of the Default and provide an opportunity to remedy the default within 15 calendar days of receipt of the notice. If the default is not cured within the designated time period, the Parties will follow the Dispute Resolution process. This Agreement may only be terminated as a last resort and upon the agreement of all Parties hereto. All other remedies at law or at equity are available to the Parties, including the right of specific performance, provided, however, that no Party shall be entitled to recover from any other Party any speculative, incidental, or consequential damages.

15 DISPUTES

The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement. The designated representatives herein under the WRITTEN NOTICE section shall use their best efforts to resolve disputes among the Parties promptly and at the lowest organizational level. In the event that the Parties are unable to resolve the dispute, the Parties shall each appoint a member to a disputes resolution board. These three members shall then select a fourth member not affiliated with any Party. The four-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the fourth member of the Dispute Resolution board shall be shared equally by the Parties. The Parties shall be responsible for their own costs, including attorney fees. The Parties agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process set forth in this Section has been exhausted.

16 COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement.

17 CONFLICTS WITH MOA

The Parties intend that if there is any conflict between the terms and conditions in this Agreement and those contained in the MOA, this Agreement shall control.

List of Exhibits

Exhibit A – Illustration of Bryant Site

Exhibit B – Agreement GCB 1294, “Section 6(f) MOA”

Exhibit C -- Illustrations and Legal Descriptions of Section 6(f) Converted Property

Exhibit D – Development Agreement

Exhibit E – Bryant PSA

Exhibit F – O&M Agreement

Exhibit G – Form of CITY Deed – Converted Property

Exhibit H – Form of CITY Easement – Converted Property

Exhibit I – Form of UW Deed – Converted Property

Exhibit J – Form of UW Easement – Converted Property

Exhibit K – Form of UW Deed – Area A

Exhibit L – Form of UW Easement – Area A

**Memorandum of Agreement
Between
Washington State Department of Transportation,
University of Washington
and
City of Seattle
Regarding Section 6(f) of the Land and Water Conservation Fund Act
for the SR 520, I-5 to Medina Project**

This Memorandum of Agreement (MOA), is made and entered into by and between the Washington State Department of Transportation (WSDOT), the City of Seattle, acting by and through its Superintendent of Parks and Recreation (CITY), and the University of Washington (UW), collectively, the "PARTIES," and each, individually, a "PARTY," for the purpose of defining roles and responsibilities of each PARTY regarding compliance with requirements of Section 6(f) of the Land and Water Conservation Fund Act (LWCFA)(16 U.S.C. § 460/-4 through 460/-11), hereinafter referred to as "Section 6(f)," for the SR 520, I-5 to Medina: Bridge Replacement and HOV Project, hereinafter referred to as the "SR 520 Project."

1.0 RECITALS

- 1.1 UW and the CITY each own portions of the Arboretum Waterfront Trail and the Ship Canal Waterside Trail (collectively, the "Trails"), which were developed with grant funding that makes them, along with portions of the associated parks, subject to the requirements of Section 6(f).
- 1.2 The National Park Service (NPS) is the Federal agency responsible for monitoring compliance with Section 6(f) and for the consultation concerning any impacted cultural or historic resources required under Section 106 of the National Historic Preservation Act. In Washington State, the Recreation and Conservation Office (RCO) administers NPS' grant programs under Section 6(f).
- 1.3 WSDOT's SR 520 Project Selected Alternative involves the conversion of portions of the Trails to SR 520 right-of-way. The portions of the Trails that will be converted are referred to collectively as the "Section 6(f) Converted Property." The Section 6(f) Converted Property is defined in Section 3.1.4 of this MOA and illustrated in Exhibit A. Under Section 6(f), when property acquired with Section 6(f) funding is converted to non-recreational use, that converted property must be replaced with property of equivalent function and value. The CITY and UW, as sponsors of original grants, must approve the replacement property and request that RCO amend their grant contracts.
- 1.4 The PARTIES have coordinated their activities through the SR 520 Parks Technical Working Group (TWG), which includes staff from WSDOT, Federal Highway Administration (FHWA), UW, the CITY, and RCO.

- 1.5 The TWG identified the Section 6(f) Converted Property.
- 1.6 The TWG determined that the preferred replacement site for the Section 6(f) Converted Property is the "Bryant Site," which is owned by UW, was not bought for recreational purposes, is not currently used for recreational purposes, and is available for use as the replacement site.
- 1.7 The Section 6(f) conversion environmental review process was conducted as a component of the environmental review for the SR 520 Project. WSDOT and FHWA prepared a joint National Environmental Policy Act (NEPA) and State Environmental Policy Act (SEPA) Final Environmental Impact Statement (EIS) for the SR 520 Project that included analysis of the potential impacts posed by the conversion of the Section 6(f) Converted Property and of park development at the Bryant Site. That analysis was contained in the Environmental Evaluation of Section 6(f) Replacement Sites, dated November 2010, which was circulated for public comment and included in the Final EIS for the SR 520 Project.
- 1.8 The Record of Decision for the Final EIS included as a SR 520 Project commitment the dedication and development of the Bryant Site for Section 6(f) replacement purposes. On November 17, 2010, the PARTIES executed a Memorandum of Understanding acknowledging the selection of the Bryant Site as the "Section 6(f) Replacement Property," and in proceeding with the SR 520 Project, WSDOT has obtained the necessary permits for development of the Section 6(f) Converted Property.
- 1.9 The CITY has adopted Ordinance number 124138 authorizing the execution of this MOA.
- 1.10 The UW Board of Regents authorized the execution of this MOA at its meeting on March 14, 2013.

NOW, THEREFORE, pursuant to RCW 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained herein, including all exhibits and attachments hereto, which are incorporated and made a part of this MOA, IT IS MUTUALLY AGREED AS FOLLOWS:

2.0 PURPOSE

The purpose of this MOA is to document the PARTIES' commitment to move forward with the conversion of the Section 6(f) properties at the Trails so that WSDOT may proceed with construction of the SR 520 Project as planned. To that end, the PARTIES agree to designate the Bryant Site as the Section 6(f) Replacement Property, and agree to comply with the process described in this MOA to complete the property transactions necessary to accomplish their mutual objectives associated with Section 6(f) compliance. Those transactions include: (1) the conveyance of fee title and the granting of temporary construction easements in the Section 6(f) Converted Property to WSDOT by the UW and the CITY; (2) the execution of quitclaim deeds in favor of WSDOT by UW and the CITY, as applicable, extinguishing any reversionary rights in the Section 6(f) Converted Property (not including the Remnant Properties); and (3) UW's conveyance of fee title to the Bryant Site to the CITY.

3.0 AGREEMENT

3.1 DEFINITIONS

In addition to terms defined elsewhere in this MOA, the terms herein are defined as follows:

- 3.1.1 **“Bryant Site”** means the real property legally described and depicted in Exhibit B to this MOA. Subject to the terms of this MOA, the Bryant Site is the Section 6(f) Replacement Property. The Bryant Site encompasses approximately 3.59 acres of a 7.97-acre parcel (parcel number 1142004555). It is adjacent to Sakuma Viewpoint Park and a small marina owned by UW, all as depicted and described in Exhibit B. UW will subdivide parcel number 1142004555 prior to the date set for closing of the conveyance of the Bryant Site to the CITY in order to create a separate parcel consisting only of the Bryant Site.
- 3.1.2 **“Bryant Project”** means all elements necessary to develop the Section 6(f) Replacement Property to give it usefulness as a recreational facility reasonably equivalent to the Section 6(f) Converted Property. The Bryant Project includes actions immediately adjacent to the Bryant Site that are reasonably necessary to develop the elements on the Bryant Site; for example, the Bryant Project includes demolition of the entire Bryant Building structure, part of which extends outside the Bryant Site boundary. The conceptual design of the Bryant Project agreed upon by the PARTIES is presented in WSDOT’s Environmental Evaluation of Section 6(f) Replacement Sites, dated November 2010. The elements of the Bryant Project are not intended to create usefulness as a recreational facility greater than that of the Section 6(f) Converted Property. Nothing in this MOA precludes the UW or CITY from further developing the Bryant Site beyond the scope of the Bryant Project, at their own costs.
- 3.1.3 **“Bryant Project Development Agreement”** means the agreement designated by WSDOT as GCB 1279 that describes the process for the scoping and decision-making and stipulates funding and other aspects with respect to the redevelopment of the Bryant Site for park purposes.
- 3.1.4 **“Section 6(f) Converted Property”** means the approximately 4.68 total acres of property subject to Section 6(f) identified in Table 1 and depicted in Exhibit A to this MOA. The information in Table 1 reflects best available information at the time of this Agreement’s execution, and will be confirmed in the Interagency Agreement defined in Section 3.1.5 herein.
- 3.1.5 **“Interagency Agreement For Real Estate Transactions”** or **“Interagency Agreement”** means the agreement pursuant to which WSDOT shall acquire rights in the Section 6(f) Converted Property, and which is designated by WSDOT as GCB 1291.

3.1.6 **“Agreement for UW Overall Property Needs and Mitigation”** means the agreement pursuant to which WSDOT will pay to the UW a settlement amount for designation of Section 6(f) Replacement Property, relocation assistance, acquisition of UW-owned property impacted by the SR 520 Project, and for other settlement purposes in connection with the SR 520 Project, designated by WSDOT as GCB 1343.

3.1.7 **“Remedial Action”** means any action taken consistent with the purposes of the Model Toxics Control Act (MTCA) to identify, eliminate, or minimize any threat to human health or the environment posed by any past release of hazardous substances that occurred prior to the effective date of this MOA. Remedial Action includes any investigation, monitoring, prevention of migration, risk assessment, remediation, removal, response, and related reporting with respect to the detected concentration of any hazardous substance above applicable cleanup levels in soil, sediments, or groundwater, resulting from a past release that is present on or migrating from the Bryant Site. Remedial Action also includes abatement of asbestos and/or lead-based paint in the Bryant Building structure or structure(s) on an Alternate Site as defined in Section 3.3.6 herein. Remedial Action is separate from actions taken to develop the Bryant Project. Where an action serves both Bryant Project and Remedial Action purposes, only the portion greater than or beyond that serving the Bryant Project purpose shall be considered Remedial Action.

3.1.8 **“Remedial Action Costs”** means any and all expenditures made and costs incurred in the performance of Remedial Action. Remedial Action Costs shall also include any agency oversight costs, permit application fees, and similar charges imposed by any federal, state, regional, or local government agency or entity with respect to Remedial Action, including any charges by the Washington Department of Ecology for participation in the Voluntary Cleanup Program and for consideration of any request for a “No Further Action” (NFA) letter or its equivalent.

3.2 SECTION 6(f) CONVERTED PROPERTY –CONVEYANCE AND REMNANT PROPERTIES

3.2.1 Process for Conveyance of Section 6(f) Converted Property. The Interagency Agreement will provide for the conveyance of the Section 6(f) Converted Property to WSDOT and the granting of Temporary Construction Easements to allow for the construction of the SR 520 Project as planned.

3.2.2 Remnant Properties. After completion of the SR 520 Project, WSDOT will restore the Section 6(f) Converted Properties in which Temporary Construction Easements were granted, hereinafter referred to as “Remnant Properties,” to a condition the same as, or better than they were in prior to the SR 520 Project, and suitable for recreational use, subject to the CITY’s right to inspect and approve of the restoration. Further, WSDOT will ensure no residual impacts remain on the Remnant

Properties once the temporary use is concluded, in accordance with the standards contained in Section 6(f).

3.3 SECTION 6(f) REPLACEMENT PROPERTY –DESIGNATION, TRANSFER, AND ALTERNATIVE

3.3.1 Designation of Bryant Site as Section 6(f) Replacement Property. The UW and CITY agree to the designation of the Bryant Site as Section 6(f) Replacement Property contingent upon receiving NPS approval.

3.3.2 In anticipation of such approval, the PARTIES intend to negotiate the Interagency Agreement, the Agreement for UW Overall Property Needs and Mitigation, and the Bryant Project Development Agreement. The closing of property conveyances and easements described under such agreements is contingent upon receipt by UW and the CITY of all payments committed to by WSDOT thereunder. Such payments shall include:

- Payment by WSDOT to UW of a settlement amount for the designation of the Section 6(f) Replacement Property and other SR 520 Project impacts under the Agreement for UW Overall Property Needs and Mitigation, of which \$13.6 Million is to be paid for the designation of the Bryant Site as the Section 6(f) Replacement Property;
- Payment by WSDOT to UW of a negotiated amount for relocation assistance, as part of the larger settlement identified in the Agreement for UW Overall Property Needs and Mitigation;
- Payment by WSDOT to the CITY of a negotiated amount for performance of the Bryant Project as stipulated in Section 3.4 herein; and
- Payment by WSDOT to the CITY of Remedial Action Costs in accordance with Section 3.4.2.2 herein.

3.3.3 Upon receipt of the settlement under the Agreement for UW Overall Property Needs and Mitigation, the UW will deposit \$2,389,500 (the "UW Escrow Funds") into an escrow account with an escrow company reasonably acceptable to the CITY and UW. The UW Escrow Funds shall be used as described in Section 3.4.2 herein.

3.3.4 Transfer of Bryant Site. UW will transfer to the CITY fee title to the Bryant Site as stipulated in Section 3.5.3 herein.

3.3.5 Bryant Project to be Vigorously Pursued. It is the intention of the PARTIES that the Bryant Project will be vigorously pursued by the CITY as provided herein, through all stages including permitting, environmental review, demolition, site cleanup and associated environmental remediation, mitigation, construction, and any appeals.

3.3.6 Alternative to Bryant Site for Seattle Landmarks Process Reasons. Should the Bryant Site become unavailable or unsuitable to be developed as the Section 6(f) Replacement Property after the conversion is approved by NPS for reasons arising from the Seattle Landmarks Process, Ch. 25.12.350 Seattle Municipal Code, the CITY as Section 6(f) sponsor shall identify other replacement property, hereinafter referred to as the "Alternate Site," of reasonably equivalent usefulness and location and of at least equal fair market value as the Section 6(f) Converted Property, as set forth in 36 CFR 59.3(a), subject to approval by RCO and NPS. The Alternate Site shall be acquired by the CITY, with no additional funding from WSDOT or UW other than the site development funding by WSDOT described in Section 3.4.1. If the CITY desires to sell the Bryant Site, UW will have the right of the first offer to purchase at the then current fair market value of the Bryant Site.

3.3.7 Alternative to Bryant Site for Reasons Other Than Seattle Landmarks Process. Should the Bryant Site become unavailable or unsuitable to be developed as the Section 6(f) Replacement Property after the conversion is approved by NPS for reasons other than the Seattle Landmarks Process, UW and the CITY agree to jointly comply with the requirements of Section 6(f) with regard to replacement of the Converted Property, with no additional funding from WSDOT other than the site development funding described in Section 3.4.1. The costs for the acquisition and/or designation of the Alternate Site as Section 6(f) Replacement Property shall be shared by the CITY and UW as follows: (1) the then-current fair market value of the Bryant Site will be established by an agreed-upon appraiser, hereinafter referred to as "FMV of the Bryant Site"; (2) the CITY shall sell the Bryant Site for FMV and use the sales proceeds to pay for acquisition and/or designation of the Alternate Site; (3) if the cost of acquisition and/or designation of the Alternate Site exceeds the sales proceeds of the Bryant Site, the CITY and UW will share equally the excess acquisition and/or designation costs; and (4) if the cost of acquisition and/or designation of the Alternate Site is less than the FMV of the Bryant Site, the CITY shall pay to UW one-half of the difference. If the CITY desires to sell the Bryant Site, UW will have the right of first offer to purchase at the then-current fair market value of the Bryant Site.

3.4 BRYANT PROJECT AND REMEDIAL ACTION COSTS

3.4.1 Bryant Project Cost. WSDOT agrees to compensate the CITY for its costs to perform the Bryant Project (or to develop the Alternate Site, if necessary, as described in Sections 3.3.6 and 3.3.7 herein) under the terms and conditions of a Bryant Project Development Agreement to be negotiated among the PARTIES and in accordance with an agreed project budget between \$3 Million and \$8 Million. The Bryant Project Development Agreement shall address, among other things, (a) the process for the scoping and decision-making with respect to the development of the Bryant Site (or Alternate Site), and (b) the compensation to be paid by WSDOT to the CITY for the development of the Bryant Site (or Alternate Site) for park purposes, all consistent with

the provisions of Section 6(f) of the LWCFA. Remedial Action as defined herein shall be considered a separate action from the Bryant Project with a different payment approach; the approach for funding Remedial Action is described in Section 3.4.2 herein. The PARTIES agree that WSDOT compensation for Bryant Project costs (which costs may instead be incurred in the development of the Alternate Site) will include, but not be limited to, compensation for compliance with all applicable local, state, and federal laws including the Seattle Landmarks process and commitments made to comply with the National Historic Preservation Act, but only to the extent such compliance pertains to activities or conditions on the Bryant Site (or Alternate Site), project scoping, cost estimation, designs, environmental review and permitting, public outreach, demolition, construction and any appeals.

3.4.2 Funding Approach for Remedial Action Costs. The PARTIES agree that the CITY shall perform any Remedial Action. UW and WSDOT agree to pay the CITY's total estimated Remedial Action Costs in accordance with the approach in this subsection, and the specific maximum payable amounts shall be set forth in the Bryant Project Development Agreement. Such maximum payable amounts shall be based upon cost estimates developed as part of the CITY's Phase II environmental site assessment. The agreed approach for funding Remedial Action is as follows:

3.4.2.1 If the total estimated Remedial Action Costs are less than the UW Escrow Funds, then the UW Escrow Funds shall be used to pay the total estimated Remedial Action Costs. The portion of the UW Escrow Funds in excess of the estimated Remedial Action Costs shall be returned to UW and the escrow account closed. If the actual Remedial Action Costs are less than estimated, the CITY shall refund to UW the difference.

3.4.2.2 If the total estimated Remedial Action Costs exceed the UW Escrow Funds, then UW shall pay the CITY the full amount of the UW Escrow Funds, and the exceedance shall be paid to the CITY by WSDOT, in accordance with the Bryant Project Development Agreement. If the actual Remedial Action Costs are less than estimated, the CITY shall refund the difference to the paying PARTY or PARTIES.

3.4.3 Schedule for the Bryant Project. The PARTIES agree that the Bryant Project is contingent upon completion of the approval and permitting processes of UW, the CITY, RCO, NPS and other local, state and/or federal agencies under the Schedule, Exhibit C.

3.5 RELATION TO OTHER AGREEMENTS

3.5.1 This MOA supersedes the November 17, 2010 Memorandum of Understanding.

3.5.2 As described herein, the PARTIES intend to negotiate and enter into the following agreements to achieve the intended outcomes of this MOA:

- The Interagency Agreement, designated by WSDOT as GCB 1291; and
- The Bryant Project Development Agreement, designated by WSDOT as GCB 1279.
- The Agreement for UW Overall Property Needs and Mitigation designated by WSDOT as GCB 1343.

3.5.3 In addition, the CITY and UW intend to negotiate and enter into two agreements to achieve the intended outcomes of this MOA:

- The Bryant Site Purchase and Sale Agreement by which UW will convey the Bryant Site to the CITY for use for park purposes subject to Right of First Offer to Purchase under Section 3.3.6 herein (Alternative to Bryant Site for Seattle Landmarks Process Reasons) and Section 3.3.7 herein (Alternative to Bryant Site For Reasons Other Than Seattle Landmarks Process).
- The Bryant Park Operations and Maintenance Agreement by which UW and the CITY will agree to provisions for the use and operation and maintenance by the CITY of the new park.

3.5.4 The CITY and UW, as Section 6(f) sponsors, agree to assist NPS in complying with the National Historic Preservation Act, and they acknowledge that specific further obligations of one or more of the PARTIES may be set forth in a future agreement(s) resulting from that process, including, as appropriate, the designation of the CITY as owner and sole sponsor under Section 6(f) for the Bryant Site.

3.5.5 The PARTIES agree that the following terms shall be incorporated into the agreements listed in paragraphs 3.5.2 and 3.5.3:

- Severability. Should any part of this Agreement be found void or unenforceable, the balance of this Agreement shall remain in full force and effect, so long as the purpose of the Agreement can still be substantially accomplished.
- Non-Waiver. Any failure by any PARTY to enforce strict performance of any provision of the Agreement will not constitute a waiver of that PARTY's right to subsequently enforce such provision or any other provision of the Agreement.
- Governing Law and Venue. This Agreement will be governed by the laws of Washington. Any judicial action to resolve disputes arising out of or related to this Agreement shall be brought in King County Superior Court.
- Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, no PARTY will be deemed liable or to be in default for any delay or failure in performance under this Agreement which delay or failure results from

acts of God, acts of civil and military authority, acts of public enemy, war, or any like cause beyond such PARTY'S reasonable control.

- Termination. A PARTY may terminate this Agreement only after going through the Dispute Resolution process outlined under the Disputes section of this Agreement. If a PARTY fails to perform a material obligation of this Agreement or fails to perform any of the requirements of this Agreement, any other PARTY may serve written notice of the default and provide an opportunity to remedy the default within 15 calendar days of receipt of such notice. If the default is not cured within the designated time period, the PARTIES will follow the Dispute Resolution process. This Agreement may only be terminated as a last resort and upon the agreement of all PARTIES hereto.
- Disputes. The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement. The designated representatives herein under the Written Notice section shall use their best efforts to resolve disputes among the PARTIES promptly and at the lowest organizational level. In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall each appoint a member to a disputes board. These three members shall then select a fourth member not affiliated with any PARTY. The four-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the fourth member of the Dispute Resolution board shall be shared equally by the PARTIES. The PARTIES shall be responsible for their own costs, including attorney fees. The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process set forth in this Section has been exhausted.

3.6 GENERAL CONDITIONS

- 3.6.1 Modification. This MOA may only be modified by written instrument signed by all PARTIES.
- 3.6.2 Written Notice. All communications regarding this MOA shall be sent to the designated representatives of the PARTIES at the addresses listed below by registered or first class mail, or by personal service, and shall be deemed sufficiently given if sent to the addressee at the address stated in this MOA or such other address as may be hereafter specified in writing.

For WSDOT:

Kerry Pihlstrom, Engineering Manager
I-5 to Medina: Bridge Replacement and HOV Project
Washington State Dept. of Transportation
999 3rd Avenue, Suite 900
Seattle, WA 98104

For the CITY:

Christopher Williams, Acting Superintendent
Seattle Parks and Recreation
100 Dexter Ave N
Seattle, WA 98109

For UW:

Jeanette Henderson, Director of Real Estate
UW Real Estate T-12
Campus Box 359446
Seattle, WA 98195-9446

- 3.6.3 Assignment. No PARTY may assign, transfer, convey, pledge or otherwise dispose of this MOA or any part of this MOA without the prior written consent of all other PARTIES. Any assignment of this MOA by any PARTY without the prior written consent of the other PARTIES shall be void.
- 3.6.4 Effective Date. This MOA is effective upon execution by all PARTIES and shall terminate upon completion of the Bryant Project.
- 3.6.5 Authority to Sign. The undersigned acknowledge that they are authorized to execute this MOA and bind their respective entities to the obligations set forth herein.
- 3.6.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement.

GCB 1294

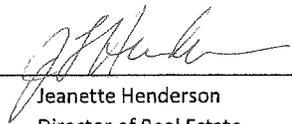
IN WITNESS WHEREOF, the PARTIES hereto have executed this MOA on the dates written below:

WSDOT

By  Date: 8/12/13
Julie Meredith, P.E.
SR 520 Program Director

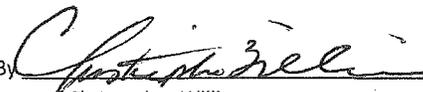
Approved as to Form By  Date: 5/1/13
Deborah L. Cade,
Assistant Attorney General

UNIVERSITY OF WASHINGTON

By  Date: 5-14-13
Jeanette Henderson
Director of Real Estate

Approved as to Form By  Date: 5/9/13
Terese (T.C.) Richmond,
Special Assistant Attorney General

CITY OF SEATTLE

By  Date: 8/19/2013
Christopher Williams
Superintendent, Department of Parks and Recreation

List of Tables and Exhibits

- Table 1 – Description of Section 6(f) Converted Property
- Exhibit A – Depiction of Section 6(f) Converted Property
- Exhibit B – Description and Depiction of Section 6(f) Replacement Property
- Exhibit C – Schedule

Table 1: Description of Section 6(f) Converted Property

Resource Site (Parcels Containing the Section 6(f) Converted Property) [Property Interests]	Permanent Acquisition	Temporary Construction Easement Longer Than 6 Months	Total Conversion
Resource Site A [University of Washington; USACE; Seattle Parks]	0.10 acres PARCEL 1	0.10 acres PARCEL 4	0.20 acres
Resource Site B [State of Washington Dept. of Natural Resources; Seattle Parks]	1.53 acres PARCEL 2	0.0	1.53 acres
Resource Site C [University of Washington; State of Washington Dept. of Natural Resources; Seattle Parks]	0.0	0.12 acres PARCEL 5	0.12 acres
Resource Site D [State of Washington Dept. of Natural Resources; University of Washington]	0.95 acres PARCEL 3	1.88 acres PARCEL 6	2.83 acres
Totals	2.58 acres	2.10 acres	4.68 acres

Note 1: The information in Table 1 reflects best available information at the time of this Agreement's execution, and will be confirmed in the Interagency Agreement defined in Section 3.1.5 herein.

Note 2: Quantities herein are approximate.

GCB 1294, Exhibit B, Page 14 of 20

NOTES:
 1. SEE SHEET 6 FOR RECORD OF SURVEY, PLAT MAP,
 AND RIGHT-OF-WAY PLAN REFERENCES.

SECTION 6(f)

PORIONS OF SECTION 16, 21 & 22 TWP. 25 N., RGE. 4 E., W.M.

LEGAL DESCRIPTION OF CONVERSION AREA A
 A PORTION OF GOVERNMENT LOT 5 OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY
 DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/8" BRASS PIN WITH PUNCH IN CONCRETE IN MONUMENT CASE AT THE INTERSECTION OF MONTLAKE BLVD AND
 HAMLIN ST E, THENCE N 1°25'25" E A DISTANCE OF 306.05 FEET TO 3/8" BRASS PIN IN CONCRETE IN MONUMENT CASE AT THE INTERSECTION
 OF MONTLAKE BLVD AND E SHELBY ST; THENCE CONTINUING N 1°25'25" E A DISTANCE OF 155.98 FEET TO THE NORTH BOUNDARY OF THE
 PLAT; THENCE S 88°34'31" W A DISTANCE OF 90.33 FEET TO THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT OF WAY LINE OF MONTLAKE BLVD AND
 RIGHT OF WAY LINE OF MONTLAKE BLVD AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT OF WAY N 1°25'25" E A DISTANCE OF
 92.28 FEET; THENCE S 88°34'31" E A DISTANCE OF 90.33 FEET; THENCE S 1°25'25" W A DISTANCE OF 92.28 FEET TO SAID NORTH BOUNDARY;
 THENCE ALONG SAID BOUNDARY N 88°34'31" W A DISTANCE OF 90.33 FEET TO THE POINT OF BEGINNING.

SITUATE KING COUNTY, WASHINGTON

THE ABOVE DESCRIBED PARCEL CONTAINS 4-.020 ACRES.

CONVERSION AREA A
 PROPERTY INTERESTS:
 UNIVERSITY OF WASHINGTON
 UNIVERSITY COLLEGE OF ENGINEERS
 SEATTLE PARKS DEPARTMENT

MONTLAKE CUT
 (LAKE WASHINGTON SHIP CANAL)

4029
 PER SECTION LINE
 USACE CONCRETE MONUMENT & BRASS DISC
 N 507472.741 E 1606853.547
 6(f) BOUNDARY

4013
 RECLURAGE CONCRETE
 MONUMENT & BRASS DISC
 N 307621.078 E 1044527.736
 6(f) BOUNDARY

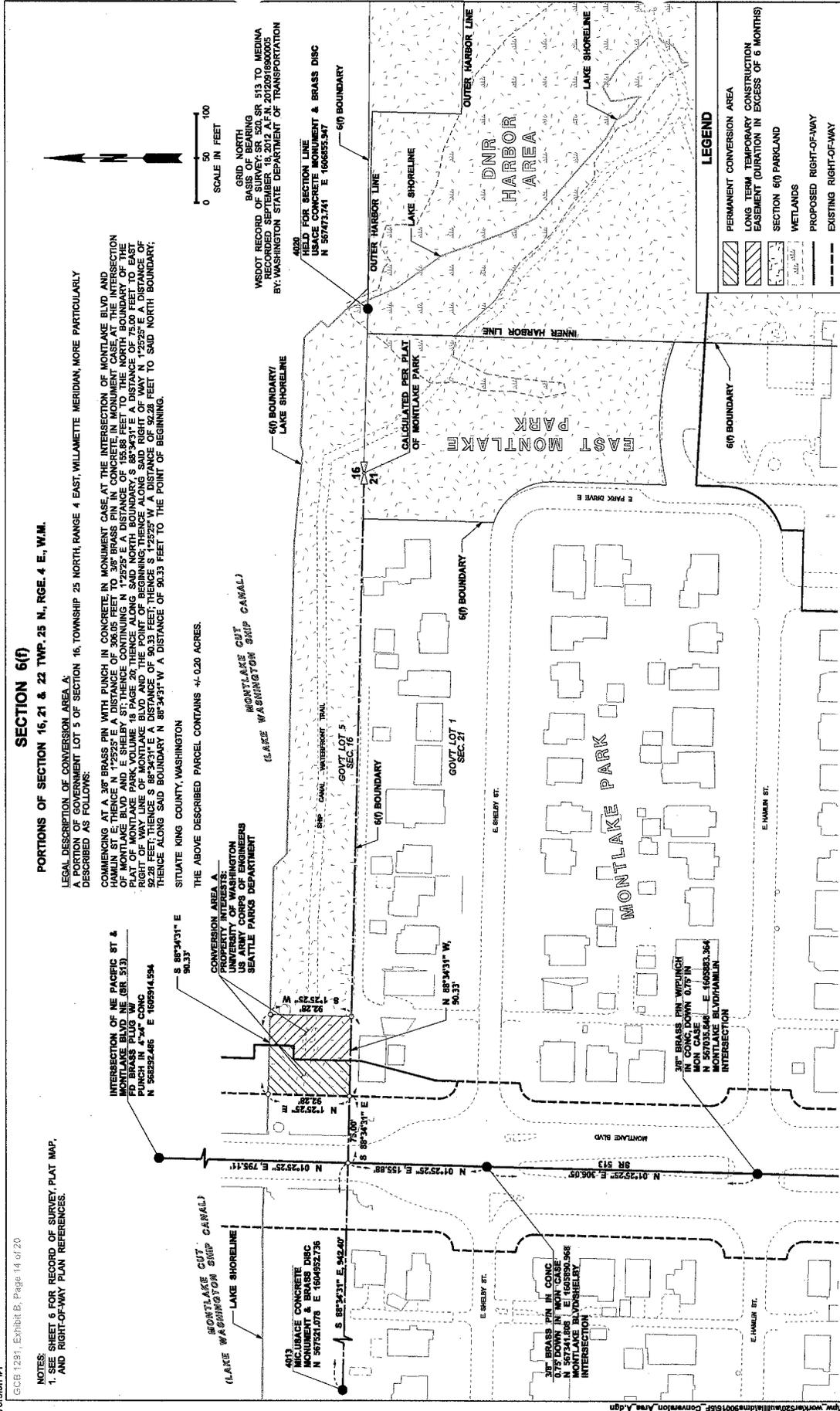
4020
 PER SECTION LINE
 USACE CONCRETE MONUMENT & BRASS DISC
 N 507472.741 E 1606853.547
 6(f) BOUNDARY

4021
 PER SECTION LINE
 USACE CONCRETE MONUMENT & BRASS DISC
 N 507472.741 E 1606853.547
 6(f) BOUNDARY

4022
 PER SECTION LINE
 USACE CONCRETE MONUMENT & BRASS DISC
 N 507472.741 E 1606853.547
 6(f) BOUNDARY

4023
 PER SECTION LINE
 USACE CONCRETE MONUMENT & BRASS DISC
 N 507472.741 E 1606853.547
 6(f) BOUNDARY

4024
 PER SECTION LINE
 USACE CONCRETE MONUMENT & BRASS DISC
 N 507472.741 E 1606853.547
 6(f) BOUNDARY



LEGEND

[Symbol]	PERMANENT CONVERSION AREA
[Symbol]	LONG TERM TEMPORARY CONSTRUCTION EASEMENT (DURATION IN EXCESS OF 6 MONTHS)
[Symbol]	SECTION 6(f) PARGLAND
[Symbol]	WETLANDS
[Symbol]	PROPOSED RIGHT-OF-WAY
[Symbol]	EXISTING RIGHT-OF-WAY

6(f) CONVERSION AREA A
 SHEET 2 OF 6
 GCB 1294, Exhibit A

**6(f) PARCEL MAP OF
 CONVERTED PROPERTIES**

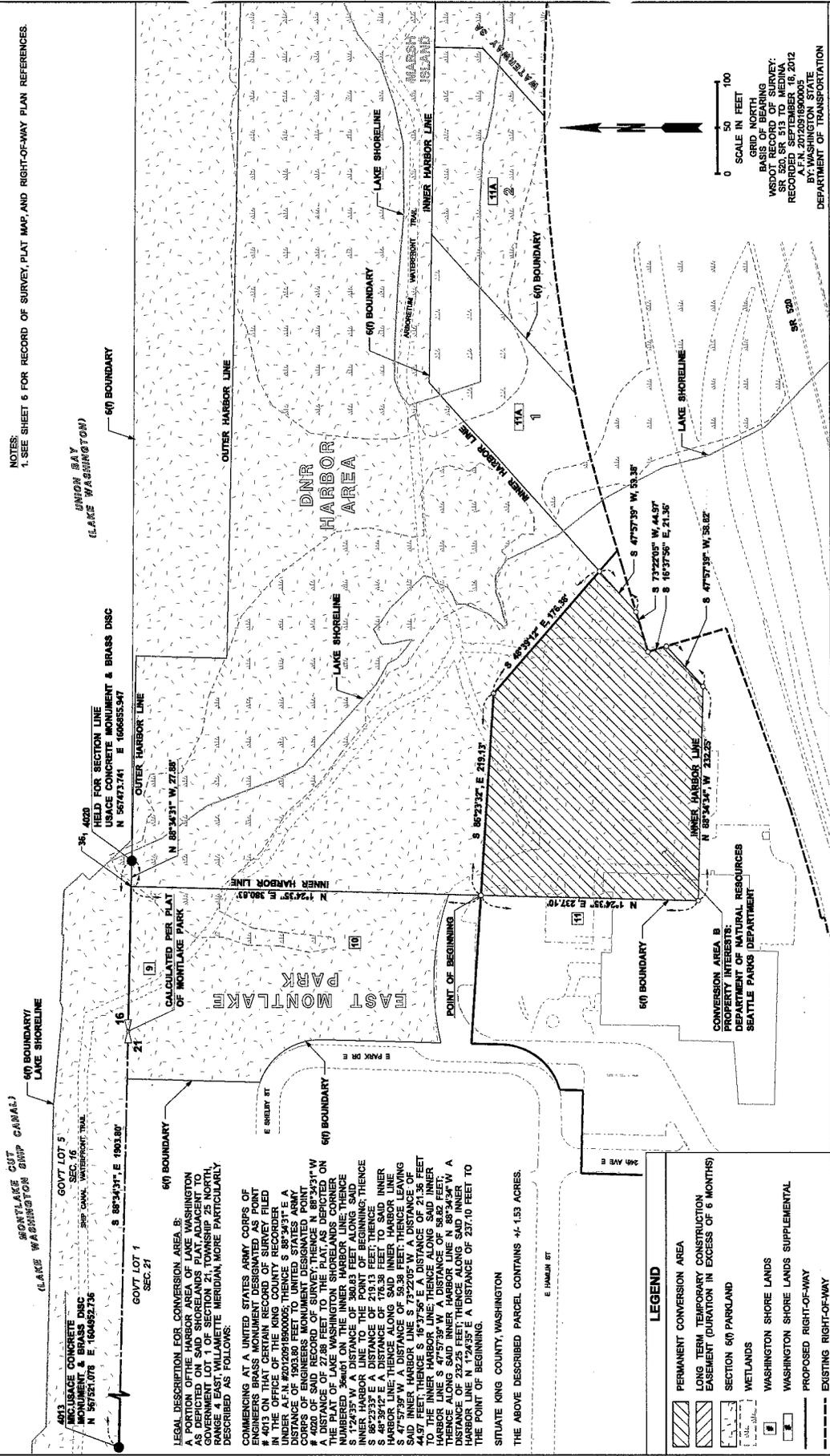


SR 520 Bridge Replacement and HOV Program

SECTION 6(f)

PORTIONS OF SECTION 16, 21 & 22 TWP. 25 N., RGE. 4 E., W.M.

NOTES:
 1. SEE SHEET 6 FOR RECORD OF SURVEY, PLAT MAP, AND RIGHT-OF-WAY PLAN REFERENCES.



LEGAL DESCRIPTION FOR CONVERSION AREA B:
 A PORTION OF THE HARBOR AREA OF LAKE WASHINGTON
 COMMENCING AT A UNITED STATES ARMY CORPS OF
 ENGINEERS BRASS MONUMENT DESIGNATED AS POINT
 # 4013 ON THAT CERTAIN RECORD OF SURVEY FILED
 IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT
 GOVERNMENT LOT 5 OF SECTION 21, TOWNSHIP 25 NORTH,
 RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY
 DESCRIBED AS FOLLOWS:
 COMMENCING AT A UNITED STATES ARMY CORPS OF
 ENGINEERS BRASS MONUMENT DESIGNATED AS POINT
 # 4013 ON THAT CERTAIN RECORD OF SURVEY FILED
 IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT
 GOVERNMENT LOT 5 OF SECTION 21, TOWNSHIP 25 NORTH,
 RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY
 DESCRIBED AS FOLLOWS:
 A DISTANCE OF 27.50 FEET TO THE POINT OF BEGINNING
 A DISTANCE OF 27.50 FEET TO THE POINT OF BEGINNING
 NUMBERED 34601 ON THE INNER HARBOR LINE, THENCE
 S 88°24'31" E A DISTANCE OF 193.80'
 S 88°24'31" E A DISTANCE OF 176.38 FEET TO SAID INNER
 HARBOR LINE, THENCE ALONG SAID INNER HARBOR LINE
 S 48°39'12" E A DISTANCE OF 176.38 FEET TO SAID INNER
 HARBOR LINE, THENCE ALONG SAID INNER HARBOR LINE
 S 44°57' FEET, THENCE S 16°37'56" E A DISTANCE OF 21.35 FEET
 TO THE INNER HARBOR LINE, THENCE ALONG SAID INNER
 HARBOR LINE S 73°22'05" W A DISTANCE OF 44.57 FEET,
 THENCE ALONG SAID INNER HARBOR LINE S 83°34'34" W A
 DISTANCE OF 232.25 FEET, THENCE ALONG SAID INNER
 HARBOR LINE N 12°43'5" E A DISTANCE OF 237.10 FEET TO
 THE POINT OF BEGINNING.

SITUATE KING COUNTY, WASHINGTON
 THE ABOVE DESCRIBED PARCEL CONTAINS 44.153 ACRES.

LEGEND

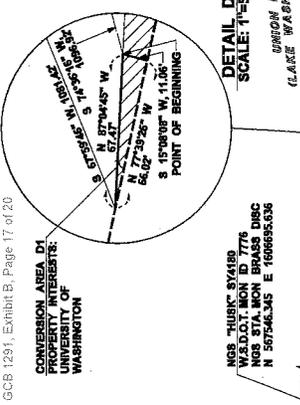
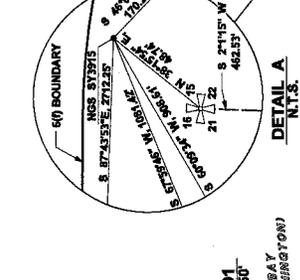
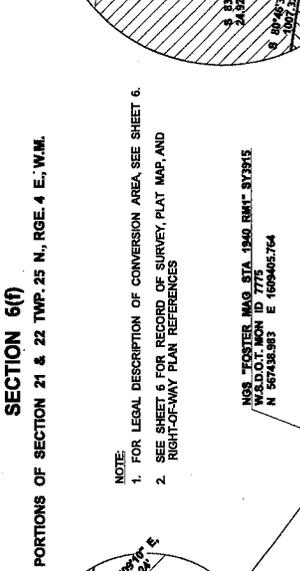
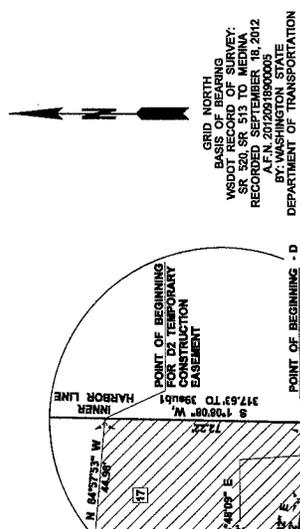
[Symbol]	PERMANENT CONVERSION AREA
[Symbol]	LONG TERM TEMPORARY CONSTRUCTION EASEMENT (DURATION IN EXCESS OF 6 MONTHS)
[Symbol]	SECTION 6(f) PARCEL
[Symbol]	WETLANDS
[Symbol]	WASHINGTON SHORE LANDS
[Symbol]	WASHINGTON SHORE LANDS SUPPLEMENTAL
[Symbol]	PROPOSED RIGHT-OF-WAY
[Symbol]	EXISTING RIGHT-OF-WAY

SR 520 Bridge Replacement and HOV Program
 520
 GCB 1294, Exhibit A
 6(f) CONVERSION AREA B
 SHEET 3 OF 6

SCALE IN FEET
 0 50 100
 GRID NORTH
 BASIS OF BEARING
 WASHINGTON SHORELANDS
 SR 520, SR 513 TO MEDINA
 RECORDED SEPTEMBER 16, 2012
 A.F.N. 2012091690005
 DEPARTMENT OF TRANSPORTATION

GCB 1294, Exhibit B, Page 17 of 20

SECTION 6(f)
 PORTIONS OF SECTION 21 & 22 TWP. 25 N., RGE. 4 E., W.M.



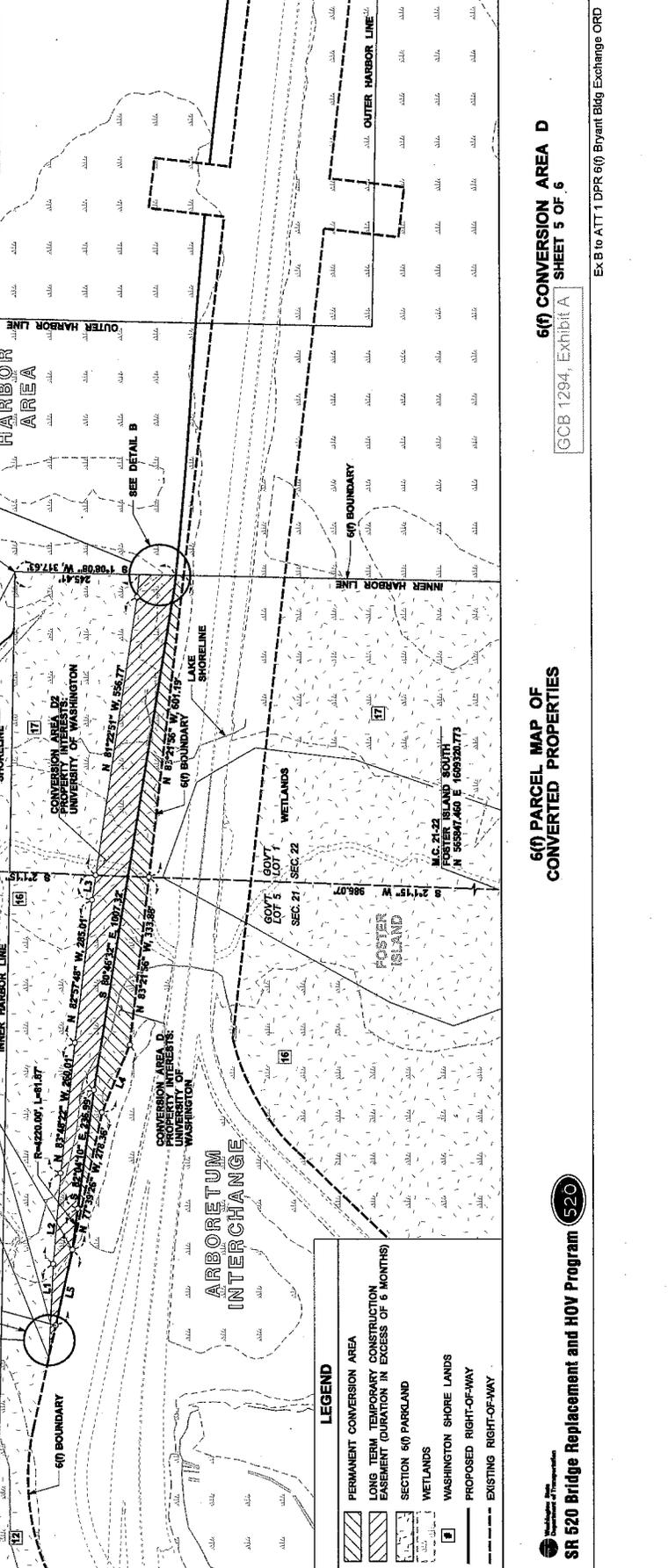
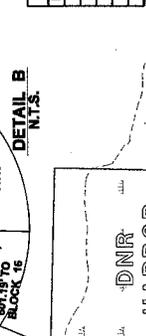
NGS "TUBIC" SY4180
 W.S.D.O.T. MON ID 7776
 N 69°57'45.345 E 1606655.038

NGS "FORSTER" MAG STA. 1540 RMI...SY73915
 W.S.D.O.T. MON ID 7775
 N 56°74'38.993 E 1699405.764

NGS "FORSTER" MAGNETIC STATION. 1540' BY73922
 N 54°72'31.054 E 1609528.536

NGS "TOSTER" MAG. STA. 1540 RMI...SY73915
 W.S.D.O.T. MON ID 7775
 N 56°74'38.993 E 1699405.764

LINE	BEARING	DISTANCE
L1	N 87°04'45\" W	118.53
L2	N 85°16'25\" W	180.10
L3	N 81°22'51\" W	49.60
L4	N 67°33'55\" W	144.79
L5	S 77°39'26\" E	133.56



LEGEND

- PERMANENT CONVERSION AREA
- LONG TERM TEMPORARY CONSTRUCTION EASEMENT (DURATION IN EXCESS OF 6 MONTHS)
- SECTION 6(f) PARKLAND
- WETLANDS
- WASHINGTON SHORE LANDS
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY

6(f) CONVERSION AREA D
SHEET 5 OF 6

GCB 1294, Exhibit A

SR 520 Bridge Replacement and HOV Program

520

GRID NORTH
 BASED ON THE
 WSDOT RECORD OF SURVEY:
 SR 520 SR 513 TO MEDINA
 RECORDED SEPTEMBER 16, 2012
 BY WASHINGTON STATE
 DEPARTMENT OF TRANSPORTATION



PLOTTED BY ADMIN
 TIME 14:26 PM
 DATE 2/14/2013
 FILE NAME c:\work\w\work\sr520\sr520\11\09155f_Conversion_Area_D.dgn

3. SHEETS 13 & 14, PLAT OF LAKE WASHINGTON SHORELANDS, 1921
4. WSDOT RECORD OF SURVEY, SR 520, SR 513 TO MEDINA BRIDGE, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
4. WSDOT RECORD OF SURVEY, SR 520, SR 513 TO MEDINA BRIDGE, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
4. WSDOT RECORD OF SURVEY, SR 520, SR 513 TO MEDINA BRIDGE, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
4. WSDOT RECORD OF SURVEY, SR 520, SR 513 TO MEDINA BRIDGE, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION OF CONVERSION AREA C1 TEMPORARY CONSTRUCTION EASEMENT:
A PORTION OF BLOCK 12, SHEET 13 OF LAKE WASHINGTON SHORELANDS, FILED IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS ON THE 19TH DAY OF AUGUST, 1921, LYING ADJACENT TO FRACTIONAL SECTIONS 21 AND 22, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A UNITED STATES ARMY CORPS OF ENGINEERS BRASS MONUMENT DESIGNATED AS POINT NUMBER 4013 ON THAT POINT, THENCE S 87°34'31" E A DISTANCE OF 190.30 FEET TO A UNITED STATES ARMY CORPS OF ENGINEERS MONUMENT DESIGNATED POINT NUMBER 4020 ON SAID RECORD OF SURVEY, THENCE N 88°34'31" W A DISTANCE OF 27.88 FEET TO CORNER NUMBER 364617 ON THE INNER HARBOR LINE OF THE LAKE WASHINGTON SHORELANDS, THENCE ALONG SAID INNER HARBOR LINE S 87°34'31" W A DISTANCE OF 219.13 FEET; THENCE CONTINUING ON SAID RIGHT-OF-WAY S 47°39'25" E A DISTANCE OF 206.41 FEET; THENCE ALONG THE RIGHT-OF-WAY N 73°22'05" E A DISTANCE OF 50.00 FEET; THENCE 126.04 FEET ALONG SAID RIGHT OF WAY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1532.39 FEET, THE CHORD OF WHICH IS N 79°45'27" E FOR A DISTANCE OF 126.01 FEET TO THE

THESE CONTINUING ALONG RIGHT OF WAY 303.17 FEET ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1532.39 FEET, THE CHORD OF WHICH IS N 87°44'54" E FOR A DISTANCE OF 302.68 FEET TO THE EASTERLY BOUNDARY OF SAID LOT 2, THENCE ALONG SAID BOUNDARY N 87°44'54" E FOR A DISTANCE OF 126.01 FEET; THENCE N 87°44'54" E FOR A DISTANCE OF 26.66 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 2, THENCE S 47°39'25" W A DISTANCE OF 27.71 FEET TO THE POINT OF BEGINNING.

SITUATE KING COUNTY, WASHINGTON

THE ABOVE DESCRIBED PARCEL CONTAINS +- 0.03 ACRES.

LEGAL DESCRIPTION OF CONVERSION AREA C2 TEMPORARY CONSTRUCTION EASEMENT:
A PORTION OF BLOCK 12, SHEET 13 OF LAKE WASHINGTON SHORELANDS, FILED IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS ON THE 19TH DAY OF AUGUST, 1921, LYING ADJACENT TO FRACTIONAL SECTION 21, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A UNITED STATES ARMY CORPS OF ENGINEERS BRASS MONUMENT DESIGNATED AS POINT NUMBER 4013 ON THAT POINT, THENCE S 87°34'31" E A DISTANCE OF 190.30 FEET TO A UNITED STATES ARMY CORPS OF ENGINEERS MONUMENT DESIGNATED POINT NUMBER 4020 ON SAID RECORD OF SURVEY, THENCE N 88°34'31" W A DISTANCE OF 27.88 FEET TO CORNER NUMBER 364617 ON THE INNER HARBOR LINE OF THE LAKE WASHINGTON SHORELANDS, THENCE ALONG SAID INNER HARBOR LINE S 87°34'31" W A DISTANCE OF 219.13 FEET; THENCE CONTINUING ON SAID RIGHT-OF-WAY S 47°39'25" E A DISTANCE OF 206.41 FEET; THENCE ALONG THE RIGHT-OF-WAY N 73°22'05" E A DISTANCE OF 50.00 FEET; THENCE 126.04 FEET ALONG SAID RIGHT-OF-WAY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1532.39 FEET, THE CHORD OF WHICH BEARS N 79°45'27" E FOR A DISTANCE OF 126.01 FEET TO THE POINT OF BEGINNING.

THESE CONTINUING ALONG SAID RIGHT-OF-WAY 80.28 FEET ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1532.39 FEET, THE CHORD OF WHICH BEARS N 87°44'54" E FOR A DISTANCE OF 80.28 FEET; THENCE S 87°44'54" E FOR A DISTANCE OF 26.66 FEET TO THE WESTERLY BOUNDARY OF SAID WATERWAY, THENCE S 47°39'25" W A DISTANCE OF 27.71 FEET TO THE POINT OF BEGINNING.

AS LONG SAID WATERWAY BOUNDARY A DISTANCE OF 6.10 FEET TO THE POINT OF BEGINNING.

SITUATE KING COUNTY, WASHINGTON

THE ABOVE DESCRIBED PARCEL CONTAINS +- 0.03 ACRES.

LEGAL DESCRIPTION OF CONVERSION AREA C3 TEMPORARY CONSTRUCTION EASEMENT:
A PORTION OF BLOCK 12, SHEET 13 OF LAKE WASHINGTON SHORELANDS, FILED IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS ON THE 19TH DAY OF AUGUST, 1921, LYING ADJACENT TO FRACTIONAL SECTION 21, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A UNITED STATES ARMY CORPS OF ENGINEERS BRASS MONUMENT DESIGNATED AS POINT NUMBER 4013 ON THAT POINT, THENCE S 87°34'31" E A DISTANCE OF 190.30 FEET TO A UNITED STATES ARMY CORPS OF ENGINEERS MONUMENT DESIGNATED POINT NUMBER 4020 ON SAID RECORD OF SURVEY, THENCE N 88°34'31" W A DISTANCE OF 27.88 FEET TO CORNER NUMBER 364617 ON THE INNER HARBOR LINE OF THE LAKE WASHINGTON SHORELANDS, THENCE ALONG SAID INNER HARBOR LINE S 87°34'31" W A DISTANCE OF 219.13 FEET; THENCE CONTINUING ON SAID RIGHT-OF-WAY S 47°39'25" E A DISTANCE OF 206.41 FEET; THENCE ALONG THE RIGHT-OF-WAY N 73°22'05" E A DISTANCE OF 50.00 FEET; THENCE 126.04 FEET ALONG SAID RIGHT-OF-WAY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1532.39 FEET, THE CHORD OF WHICH BEARS N 79°45'27" E FOR A DISTANCE OF 126.01 FEET TO THE POINT OF BEGINNING.

THESE CONTINUING ALONG SAID RIGHT-OF-WAY 80.28 FEET ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1532.39 FEET, THE CHORD OF WHICH BEARS N 87°44'54" E FOR A DISTANCE OF 80.28 FEET; THENCE S 87°44'54" E FOR A DISTANCE OF 26.66 FEET TO THE WESTERLY BOUNDARY OF SAID WATERWAY, THENCE S 47°39'25" W A DISTANCE OF 27.71 FEET TO THE POINT OF BEGINNING.

SITUATE KING COUNTY, WASHINGTON

THE ABOVE DESCRIBED PARCEL CONTAINS +- 0.06 ACRES.



6(0) PARCEL MAP OF
CONVERTED PROPERTIES

LEGAL DESCRIPTIONS AND
REFERENCES
SHEET 6 OF 6

GCB 1294, Exhibit A

GCB 1294 EXHIBIT B, Sheet 1 of 1

BRYANT SITE PARK

1117 NE Boat St. Seattle, WA
 6 F Boundary Map

LWCF Proj # 53-00025.5
 RCO # 66-037 and #85-9036

Property Acreage:
 Upland - 1.62 acres
 Submerged - 1.97 acres
TOTAL - 3.59 acres

LEGEND

--- APPROXIMATE SHORELINE AT TIME OF SURVEY
 (LESS PARK & MARINA) = 757 LF
 [] 6 F PARK AREA

SCALE IN FEET



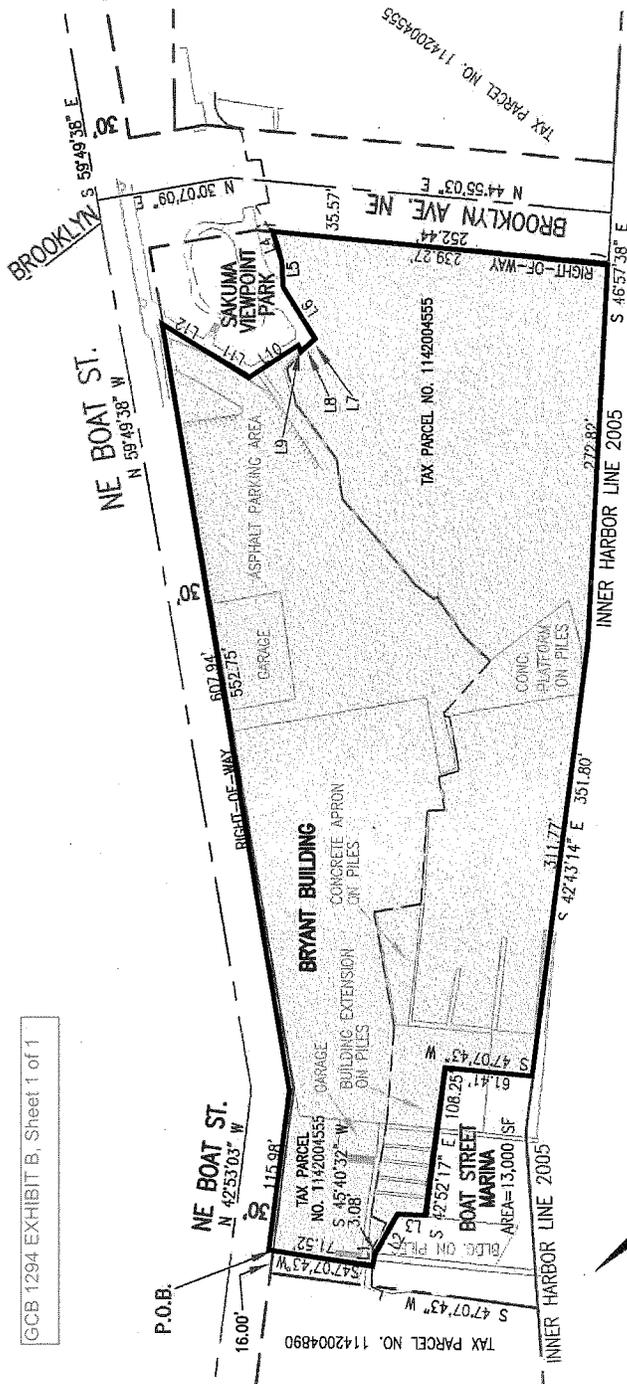
February 21, 2013

Surveyor Statement:

THE PROPERTY INFORMATION INCLUDED ON THIS MAP IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE FOR THE PURPOSES OF IDENTIFYING THE LANDS TO BE PROTECTED UNDER SECTION 6 F 3 OF THE LWCF ACT

SURVEYOR _____ DATE _____

[ALL LAND WITHIN THE BOUNDARY OF THE PARK IS DEDICATED IN PERPETUITY TO PUBLIC OUTDOOR RECREATION]



LAKE UNION

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 48°09'14" E	7.19'
L2	S 20°29'22" E	32.49'
L3	S 45°45'47" W	19.95'
L4	N 73°04'49" W	13.79'
L5	N 53°53'50" W	28.80'
L6	N 84°40'45" W	42.28'
L7	N 01°09'06" W	9.58'
L8	N 04°55'53" W	3.67'
L9	S 85°12'28" E	5.38'
L10	N 06°42'52" E	41.31'
L11	N 69°44'51" E	34.97'
L12	N 70°00'28" E	36.87'

SLO REPRESENTATIVE _____ DATE _____

UNIVERSITY OF WASHINGTON _____ DATE _____

CITY OF SEATTLE _____ DATE _____

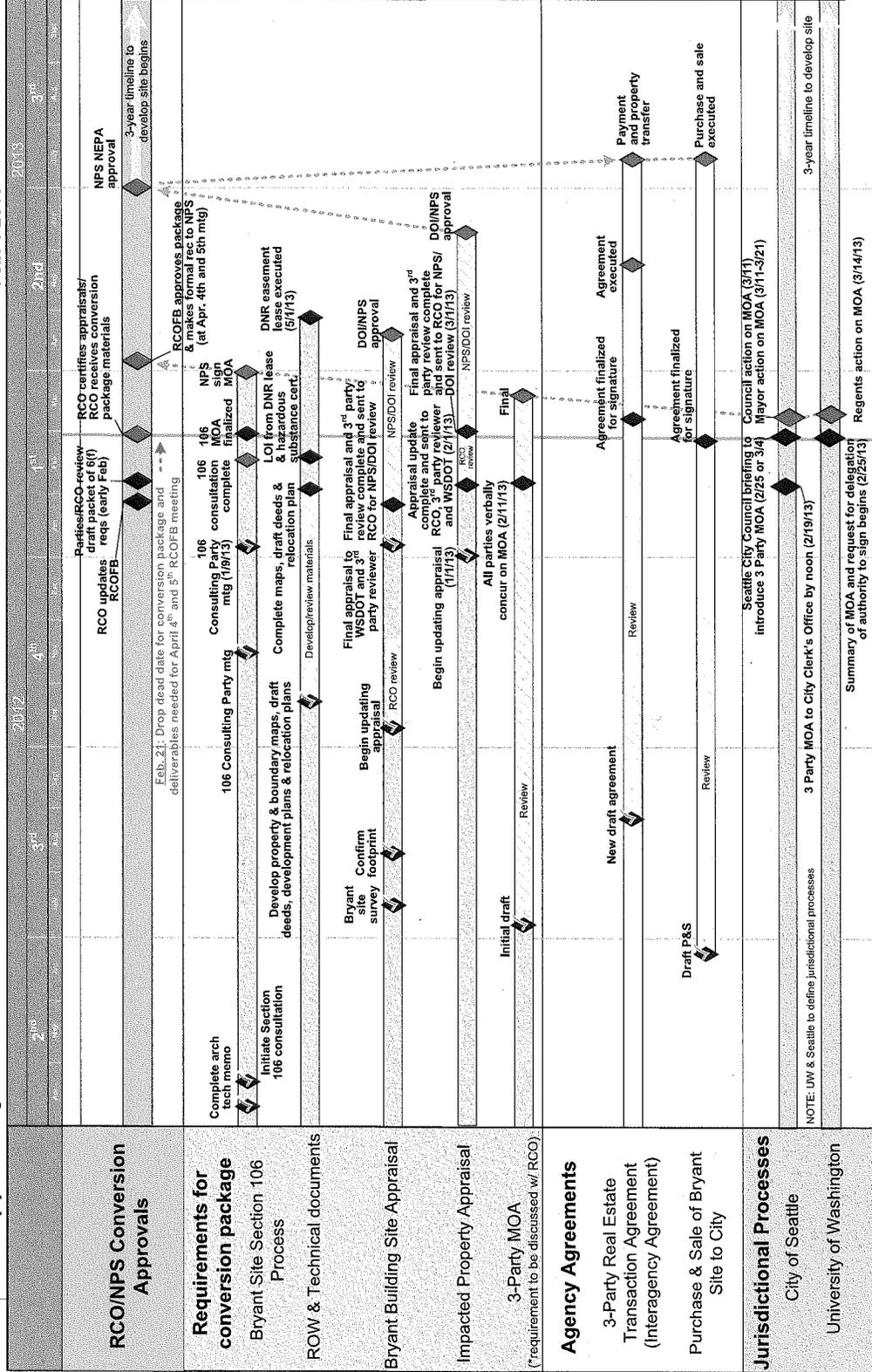
SR 520 Bridge Replacement and HOV Program

I-5 to Medina: Bridge Replacement and HOV Project



Section 6(f) Compliance Timeline

Feb. 1 2013 – WORKING DRAFT

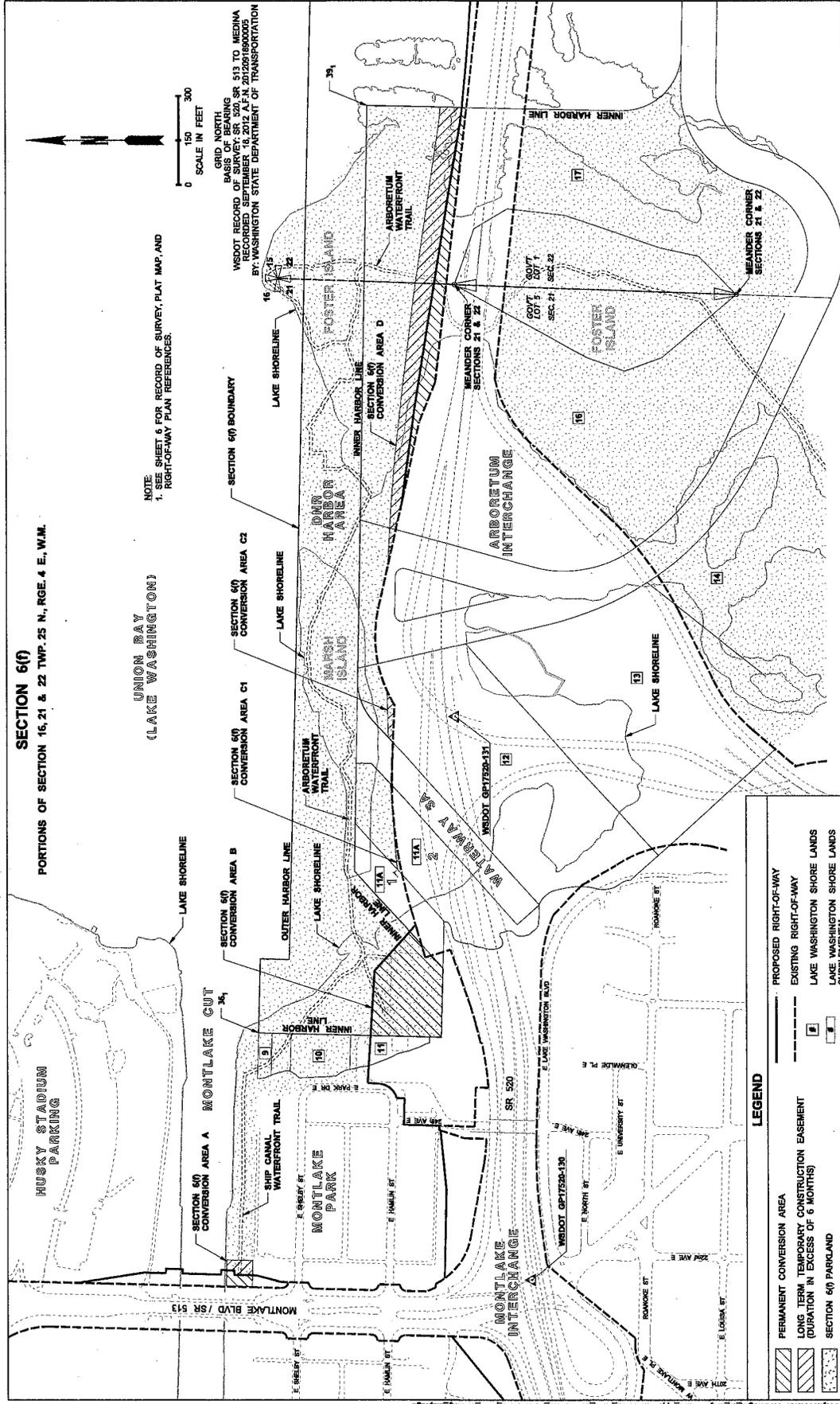


Notes:
 •6(f) Environmental Evaluation published Nov 2010. Final evaluation, including responses to public comment issued with FEIS in June 2011.
 •Appraisals older than 1 year of execution of RE transaction may require updating or extension request.

Key
 ◆ Approval / Decision point
 ◆ Complete
 ◆ Project milestone

Acronyms
 MOA Memorandum of agreement
 O&M Operations and Maintenance
 NEPA National Environmental Policy Act
 NPS National Park Service
 P&S Purchase and sale agreement
 RCO Recreation & Conservation Office
 RCOFB Recreation & Conservation Office Funding Board
 RE Real Estate
 ROW Right of Way
 UW University of Washington

NOTE: Dates subject to change. WSDOT will continue to coordinate and participate in this process as determined appropriate by partner agencies. Additional meetings may be scheduled as needed to meet milestones noted above.
 Ex B to ATT 1 DPR 6(0) Bryant Bldg Exchange- ORD



SECTION 6(f)
 PORTIONS OF SECTION 16, 21 & 22 TWP. 25 N., RGE. 4 E., W.M.

UNION BAY
 (LAKE WASHINGTON)

NOTE:
 1. SEE SHEET 6 FOR RECORD OF SURVEY, PLAT MAP, AND
 RIGHT-OF-WAY PLAN REFERENCES.



WSDOT RECORD OF SURVEY
 BASIS OF RECORDING SR 513 TO MEDINA
 RECORDED SEPTEMBER 16, 2012 A.J. N. 2012091600005
 BY WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

LEGEND

	PERMANENT CONVERSION AREA		PROPOSED RIGHT-OF-WAY
	LONG TERM TEMPORARY CONSTRUCTION EASEMENT (DURATION IN EXCESS OF 6 MONTHS)		EXISTING RIGHT-OF-WAY
	SECTION 6(f) PARCLAND		LAKE WASHINGTON SHORE LANDS SUPPLEMENTAL

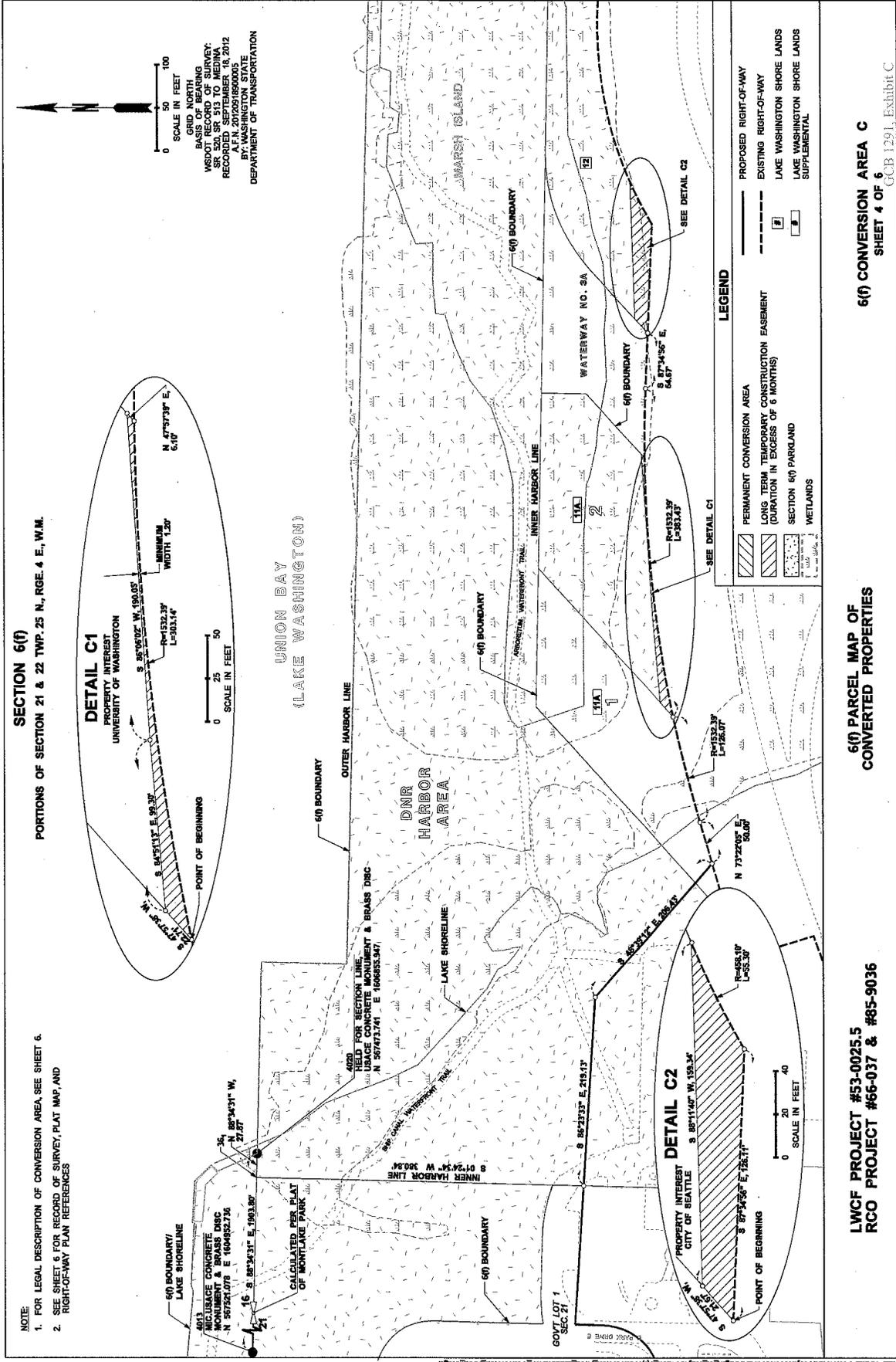
LWCF PROJECT #53-0025.5
 RCO PROJECT #66-037 & #85-9036

6(f) PARCEL MAP OF
 CONVERTED PROPERTIES

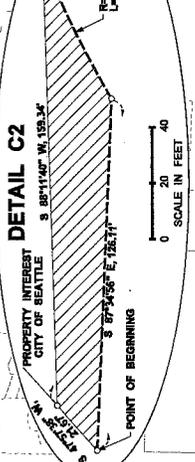
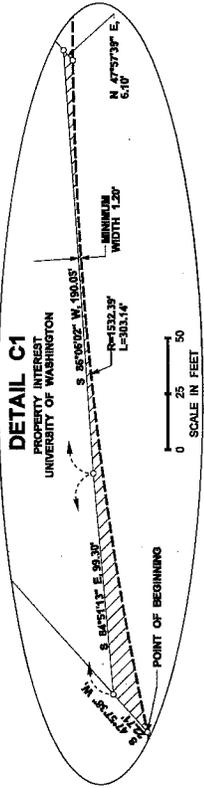
VICINITY MAP
 SHEET 1 OF 6

GCB 1291, Exhibit C

EX C to ATT 1 DPR 6(f) Bryant Bldg Exchange ORD



SECTION 6(f)
 PORTIONS OF SECTION 21 & 22 TWP. 25 N., RGE. 4 E., W.M.



LEGEND

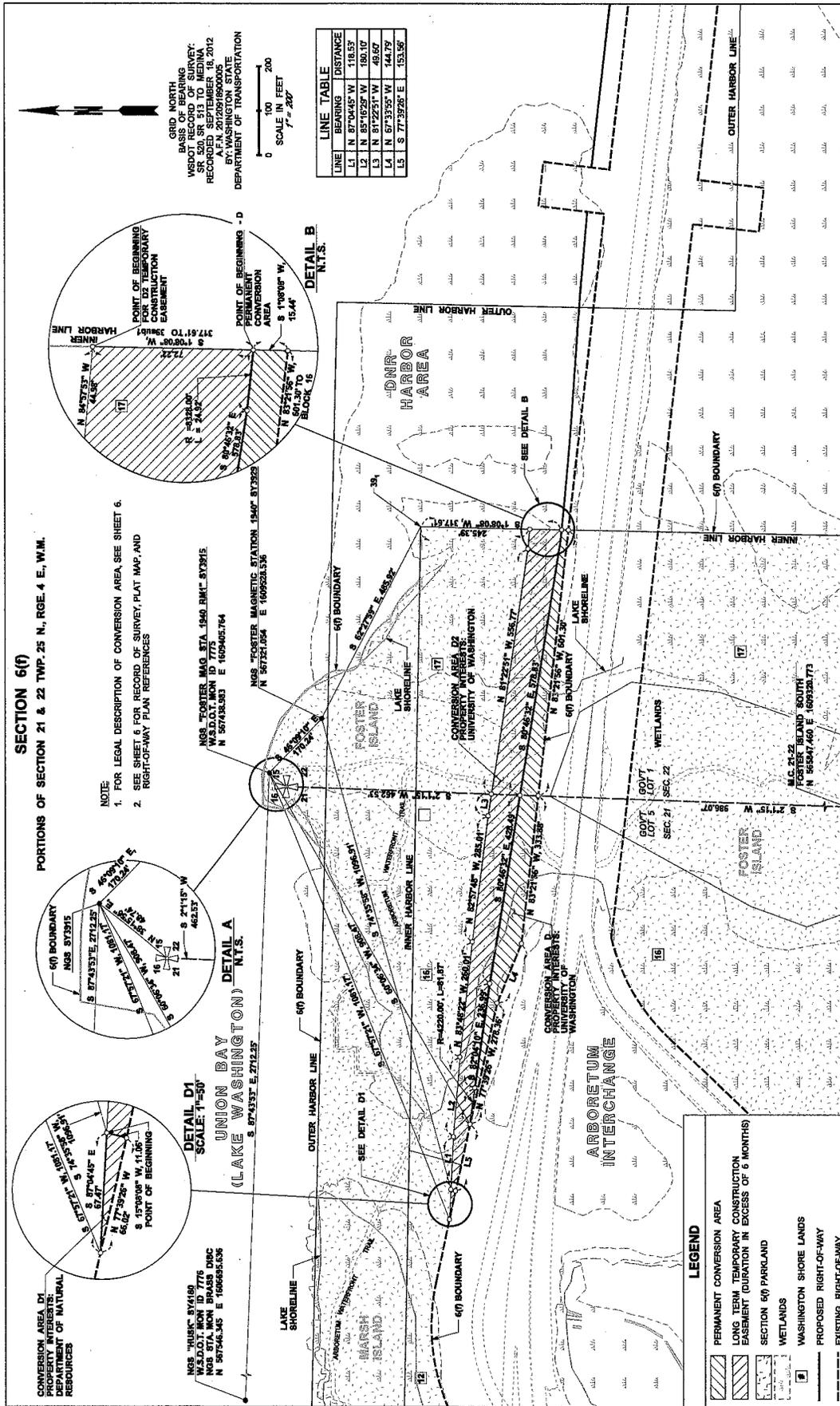
- PERMANENT CONVERSION AREA
- LONG TERM TEMPORARY CONSTRUCTION EASEMENT (DURATION IN EXCESS OF 6 MONTHS)
- SECTION 6(f) PARKLAND
- WETLANDS
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- LAKE WASHINGTON SHORE LANDS
- LAKE WASHINGTON SHORE LANDS SUPPLEMENTAL

LWCF PROJECT #53-0025.5
 RCO PROJECT #66-037 & #65-9036

6(f) PARCEL MAP OF
 CONVERTED PROPERTIES

6(f) CONVERSION AREA C
 SHEET 4 OF 6
 GCB 1291 Exhibit C

EX C to ATT 1 DPR 6(f) Bryant Bldg Exchange ORD



SECTION 6(f)
 PORTIONS OF SECTION 21 & 22 TWP. 25 N., RGE. 4 E., W.M.

- NOTE:
 1. FOR LEGAL DESCRIPTION OF CONVERSION AREA, SEE SHEET 6.
 2. SEE SHEET 6 FOR RECORD OF SURVEY, PLAT MAP, AND RIGHT-OF-WAY PLAN REFERENCES

LINE	BEARING	DISTANCE
L1	N 87°04'45" W	716.33'
L2	N 85°19'29" W	182.10'
L3	N 87°22'21" W	44.52'
L4	N 87°33'52" W	44.52'
L5	S 77°32'26" E	153.58'

6(f) CONVERSION AREA D
SHEET 5 OF 6

6(f) PARCEL MAP OF
CONVERTED PROPERTIES

LWCF PROJECT #53-0025.5
RCO PROJECT #66-037 & #85-9036

GCB 1291, Exhibit C

EX C to ATT 1 DPR 6(f) Bryant Bldg Exchange ORD

DATE 8/19/13 PM
 TIME 2:54:11 PM
 PLOTTED BY Beall

FILE NAME P:\MSAD\Proj\Work\6(f)Conversion_Area_D\6(f)Conversion_Area_D\6(f)Conversion_Area_D.dwg

BRYANT PROJECT DEVELOPMENT AGREEMENT

This Development Agreement is made and entered into by and between the Washington State Department of Transportation ("WSDOT"), the City of Seattle, ("CITY") acting through its Department of Parks and Recreation ("PARKS"), and the University of Washington ("UW"), collectively, the "PARTIES," and each, individually, a "PARTY."

This Development Agreement outlines the process and define the roles and responsibilities of PARKS and UW to develop the Bryant Site into a public park consistent with requirements of Section 6(f) of the Land and Water Conservation Fund Act, 16 U.S.C. §§ 4601-4 through 4601-11 ("Section 6(f)") as mitigation for impacts from WSDOT's SR 520, I-5 to Medina: Bridge Replacement and HOV Project (the "SR 520 Project") and for WSDOT and UW to compensate PARKS for its costs incurred in such development.

RECITALS

- A. UW owns the property commonly known as the Bryant Site, legally described in Exhibit A.
- B. The Bryant Site was selected by UW and PARKS as "Section 6f Replacement Property" for recreational impacts resulting from WSDOT's acquisition of a portion of the Arboretum Waterfront Trail and the Ship Canal Waterside Trail (collectively, the "Trails") which were developed with grant funding that makes them, along with portions of the associated parks, subject to the requirements of Section 6(f).
- C. WSDOT, UW, and PARKS are each parties to that certain Memorandum of Agreement designated by WSDOT as GCB 1294 ("MOA, GCB 1294"), and other agreements concerning WSDOT's acquisition of Trails, the conveyance of the Bryant Site to the CITY, the agreement of WSDOT and UW to compensate PARKS for its estimated costs to perform Remedial Action and the Bryant Project, and other matters.
- D. This Development Agreement implements the MOA, GCB 1294 regarding the performance of and compensation for the Bryant Project, including the Remedial Action.
- E. When constructed, the park developed on the Bryant Site (the "Bryant Site Park") will be open to the public, non-gated and admission-free, consistent with PARKS' general policies concerning public parks and with the requirements of Section 6(f).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which consideration is unconditionally acknowledged by the PARTIES, and Exhibit A attached and incorporated, the PARTIES adopt and agree to the RECITALS set forth above, and agree:

AGREEMENT

SECTION 1. DEFINITIONS. All capitalized terms not defined in this Development Agreement shall have the meanings ascribed to them in the MOA, GCB 1294.

SECTION 2. EFFECTIVE DATE; TERMINATION. This Development Agreement shall be effective when authorized and fully executed by the PARTIES. PARKS shall not be required to begin performance under this Development Agreement unless and until WSDOT has paid PARKS the sum described in Section 3.G, below. WSDOT's responsibilities under this Development Agreement will be completely fulfilled once WSDOT pays PARKS the sum described in Section 3.G. This Development Agreement shall expire on the date PARKS determines construction of the Bryant Project is substantially complete; provided, that PARKS shall notify UW at least 30 days prior to the date on which PARKS expects substantial completion to occur. UW shall have five business days from the date of notification to inspect the Bryant Site Park to determine whether it was constructed consistent with the design documents. The Superintendent of Parks and Recreation ("Superintendent") will in good faith consider any comments the UW makes provided they are timely and do not unreasonably delay construction close-out.

SECTION 3. ROLES AND RESPONSIBILITIES. PARKS and UW agree to work cooperatively throughout the design and development of the Bryant Site into a public park and each agrees to respond in a timely manner to requests and submittals from the other. The PARTIES agree:

- A. **Consultant Selection.** PARKS will administer and manage the consultant selection and design processes.
 1. PARKS will draft a Request for Qualifications ("RFQ") for selection of a consultant ("Consultant") to design the Bryant Site Park and will convene an interview panel to review the RFQ prior to its publication. The interview panel will also review the RFQ submittals.
 2. The interview panel will comprise two (2) PARKS staff, two (2) UW staff and one representative from the Seattle Design Commission.

3. The interview panel will recommend a Consultant to the Superintendent, who will select the Consultant. Once the Consultant is selected, PARKS will draft the Consultant contract and manage the Consultant's work. UW will not be a party to any Consultant contract and the Consultant will report directly to PARKS. UW will communicate with the Consultant only through the designated PARKS project manager

B. Bryant Project Review Committee. Before the Consultant is selected, PARKS and UW will jointly create an *ad hoc* "Bryant Project Review Committee" ("Review Committee") comprising PARKS and UW staff and other participants as jointly agreed upon. The Review Committee will serve in an advisory role to the PARKS Superintendent, meeting periodically to review the concept design and offer feedback as the design process moves forward.

C. Outreach.

1. PARKS will develop and manage a public outreach plan for stakeholders ("Outreach Plan"). The Outreach Plan will follow PARKS' established Community Relations Policy Number 060-P 1.2.10.
2. As part of the Outreach Plan, UW will ensure the appropriate UW committees are aware of opportunities to review and comment on the conceptual park design. These committees could include the University Landscape Advisory Committee, Grounds Improvement Advisory Committee, Committee on Accessibility, Faculty Council on University Facilities and Services, Associated Students of the University of Washington, Graduate and Professional Student Senate, and City/University Community Advisory Committee.

D. Administrative Review. At appropriate project milestones, PARKS will present the park design for review by a panel consisting of representatives of the Seattle Design Commission and the UW Architectural Commission review(s). The panel shall be advisory only, and its recommendations shall be transmitted to the Superintendent. This panel may comprise representatives from each body and not the full Commissions.

E. Environmental Review. PARKS shall be the lead agency for environmental review of the Bryant Project under the State Environmental Policy Act and other applicable environmental laws and regulations.

F. Landmarks Process. After the CITY is the owner of the Bryant Site, PARKS shall perform any and all coordination necessary for the Bryant Project with the Seattle Landmarks Board. No portion of any landmarks process shall be commenced or pursued prior to the conveyance of the Bryant Site to the CITY.

G. WSDOT Funding for Bryant Project and Remedial Action Costs. WSDOT will pay PARKS the sum of Nine Million Dollars (\$9,000,000.00) ("WSDOT Funds") as full and fair compensation for PARKS' estimated costs to perform the Bryant Project, including Remedial Action Costs. Payment will be made within 60 calendar days from the date the National Park Service issues a signed amendment to its agreement with the Washington State Recreation and Conservation Office approving the Bryant Site as the 6(f) Replacement Property. A signed original of this Development Agreement shall serve as PARKS' invoice. WSDOT will have no further obligation to provide any funding for the Bryant Project or Remedial Action Costs and WSDOT shall have no role in the activities described in this Section 3 except for that described in this Section 3.G.

H. UW Funding for Remedial Action Costs. UW will fund a maximum of \$2,389,500 ("UW Funds") to be used exclusively for Remedial Action Costs, as provided in Sections 3.3 and 3.4 of the MOA, GCB 1294. The UW Funds will be used for the payment of Remedial Action Costs, and PARKS will use the UW Funds before using WSDOT Funds or other funds to pay for additional Remedial Action Costs, if any. Nothing in this Development Agreement or in the MOA, GCB 1294, or any other document shall require PARKS to undertake or be responsible for any environmental remediation on property other than Bryant Site, except that PARKS shall be responsible for environmental remedial action required to remediate hazardous substances in the Bryant Building, including where the Bryant Building extends onto adjacent UW-owned property.

I. Environmental Remediation. As part of the development of the Bryant Site and the Remedial Action to be conducted thereon, CITY shall clean up the Bryant Site so that it is within applicable MTCA clean-up levels for its intended use as a public park. The provisions of this Section shall survive the expiration or termination of this Development Agreement.

J. Coordination of Construction Activities between PARKS and UW. PARKS shall notify UW in advance of the date on which it intends to advertise for bids for the construction of the Bryant Project and when PARKS has selected its construction contractor. Notwithstanding the possibility of a single contractor working on the Bryant Project and on adjacent UW property, PARKS shall be wholly responsible for the demolition of the Bryant building and appurtenant over-water and under-water structures on which the building sits, at PARKS' cost and expense, even if the building extends over the property line onto adjacent UW-owned property.

K. Construction Contract. PARKS will manage all aspects of the Bryant Project construction from preparation of bid documents to final sign off on the completed project. PARKS will inform the UW of, and coordinate with the UW on, all construction-related activities. PARKS will endeavor to minimize impacts on nearby UW operations and UW tenants. Any offsite construction parking must be obtained by

PARKS or its contractor. UW cannot provide or ensure construction parking on UW property.

L. Permits. PARKS will obtain all necessary permits and be the sole point of contact in working with regulatory agencies and any and all tribes. With UW's written permission, except as provided in Section 3.F regarding the CITY'S Landmark's process, the CITY may apply for permits before the Bryant Site is conveyed to the CITY and in such case, UW will cooperate with the CITY; however, UW makes no representation or warranty as to any permits, licenses or other authorizations that may be required for the Bryant Project. UW and CITY agree that each Party shall be entitled to claim, with respect to the property owned by such Party, (a) the right to replace overwater development following the demolition of overwater structures on the Parties' respective properties, including without limitation the Bryant Building (of parts thereof), piers, pilings, and platforms, and (b) lot coverage rights in connection with the demolition of such structures. The CITY will cooperate with UW in the allocation of any potential development rights or additional mitigation credits to achieve the Parties' goals for redevelopment of the Bryant Site and the UW's adjacent Boat Street Marina, subject to the CITY'S responsibilities under the Shoreline Master Program. The provisions of this Section shall survive the expiration or termination of this Development Agreement.

M. Park Maintenance and Operation. CITY shall be responsible for the operation and maintenance of the Bryant Site Park in perpetuity, consistent with the terms of the applicable grant agreements implementing Section 6(f) and pursuant to the terms of the Operation and Maintenance Agreement between CITY and UW.

N. Park Name. The Bryant Site Park shall be named consistent with the Seattle Parks and Recreation Park Naming Procedures contained in SMC 18.08.010 or any successor ordinance. UW may propose names for consideration.

O. Potential Future Utility Easement to Benefit UW. UW agrees that, to the extent possible, it will locate all utilities on its own property in connection with the redevelopment of the Boat Street Marina. CITY agrees that, if UW is physically unable to accomplish its redevelopment of the Boat Street Marina without an underground utility easement over the Bryant Site, then UW may apply to Parks for the issuance of such an easement in a mutually acceptable location, designed to minimize impacts on the Bryant Site Park, and with a description of the reason(s) that such an easement is needed. Parks shall not unreasonably withhold its consent to the granting of the requested easement, at a cost that is reasonable under all of the circumstances, including with reference to the amount charged to other parties for easements over other CITY park properties. Any such easement shall specify that UW will have the obligation to maintain its utilities, promptly respond to any breaks or ruptures of utility

lines, and promptly restore the Bryant Site Park to its original condition following any entry thereon. The provisions of this Section shall survive the expiration or termination of this Development Agreement.

SECTION 4. RELEASE AND INDEMNITY.

- A. Release. PARKS acknowledges that the Bryant Project Development Costs, including the Remediation Action Costs that UW and WSDOT have agreed to pay PARKS under this Development Agreement, are based on PARKS' estimate of those costs. PARKS further acknowledges and agrees that it shall have no right to recover any further costs from UW or WSDOT if the Bryant Project Development Costs, the Remediation Costs, or both exceed PARKS' estimate. PARKS hereby releases UW and WSDOT from any obligation to pay additional Bryant Project Development Costs or Remediation Costs that PARKS may incur in developing the Bryant Site Park.
- B. Indemnity. PARKS hereby agrees that it will require its construction contractor for the Bryant Project to (a) indemnify UW from and against third-party claims to the same extent as it indemnifies PARKS for such claims, and (b) to maintain and have in effect commercial general liability insurance and pollution liability insurance to the level required by the CITY. Such insurance shall name UW and its Board of Regents, trustees, beneficiaries, employees, officers, and directors as additional insureds. CITY shall deliver to UW a copy of the insurance policy and endorsement evidencing the insurance required hereunder, prior to the commencement of demolition or construction activities.

SECTION 5. DISPUTE RESOLUTION. The representatives designated under Section 3.5.5 of the MOA, GCB 1294 shall use their best efforts to resolve non-regulatory disputes between the PARTIES. If these individuals cannot resolve a dispute, WSDOT's SR 520 Program Manager, the Director of Seattle Parks and Recreation's Planning and Development Division and the UW Architect and Assistant Vice Provost for Campus Planning or such individuals' functional successors shall review the matter and attempt to resolve it. If they cannot resolve the dispute, the matter shall be reviewed by the Secretary of Transportation, the Superintendent of Seattle Parks and Recreation and the UW Vice Provost for Planning and Budgeting. If a dispute involves only two of the three PARTIES, then the PARTY that is not involved and not affected by the dispute need not participate. The PARTIES agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

SECTION 6. MISCELLANEOUS

- A. Notices. Any demand, request or notice which any PARTY hereto desires or may be required to make or deliver to another shall be in writing and shall be deemed given when personally delivered, when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States Mail in registered or certified form, return receipt requested, addressed as follows:

To UW: Jeanette L. Henderson, Director of Real Estate

<u>MAILING ADDRESS:</u> UW Real Estate Campus Box 359446 Seattle, WA 98195-9446 Phone: (206) 616-3400 Fax: (206) 685-1547	<u>COURIER/DELIVERY ADDRESS:</u> UW Real Estate 4333 Brooklyn Ave NE, T-12 Seattle, WA 98195-9446
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To PARKS: Superintendent
Seattle Parks and Recreation
100 Dexter Avenue N.
Seattle, WA 98109

To WSDOT: Kerry Pihlstrom, Engineering Manager
I-5 to Medina: Bridge Replacement and HOV
Project
SR 520 Bridge Replacement and HOV Project
999 3rd Avenue, Suite 900
Seattle, WA 98104

or to such other address and person as either party may communicate to the other by like written notice.

- B. Modification of Agreement. No amendment of, modification, or supplement to this Development Agreement shall be valid or effective unless made in writing and signed by the PARTIES.
- C. Construction. The section headings throughout this Development Agreement are for convenience and reference only and the words in them shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Development Agreement. All parties hereto have been represented by legal counsel in this

transaction and accordingly waive the general rule of construction that an agreement shall be construed against its drafter.

- D. Attorneys' Fees. If litigation occurs between the PARTIES in connection with this Development Agreement, each Party shall bear its own costs and attorneys' fees.
- E. Binding Effect. This Development Agreement shall inure to the benefit of and be binding upon the successors and assigns of the PARTIES.
- F. Applicable Law. This Development Agreement shall be construed and interpreted under the laws of the State of Washington.
- G. Counterparts. This Development Agreement may be executed in any number of counterparts and all counterparts shall be deemed to constitute a single agreement. The execution and delivery of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts. The signatures to this Development Agreement may be executed on separate pages and when attached to this Development Agreement shall constitute one complete document.
- H. Superintendent's Authority. The action of the Superintendent pursuant to or in implementation of this Development Agreement does not constitute any official action by any other City department or official that may be required by law, ordinance, rule or regulation. No permission, consent, or approval of PARKS contained herein or given pursuant to this Development Agreement is, or shall be construed as, a representation or assurance that the matter consented to or approved complies with applicable laws, regulations, ordinances or codes, nor shall any such consent or approval be construed to authorize any failure to comply with any of the foregoing.

Signatures on Following Page

The PARTIES hereto have executed this Development Agreement on the dates set forth below.

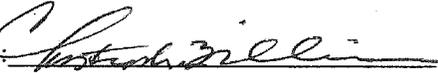
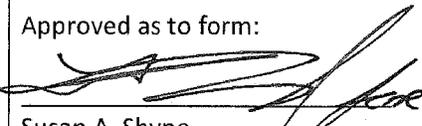
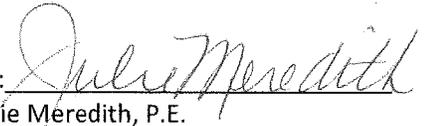
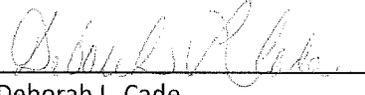
<p>The City of Seattle Department of Parks and Recreation</p> <p>By: <u></u> Christopher Williams Acting Superintendent, Seattle Department of Parks and Recreation</p> <p>Date: <u>August 19, 2013</u></p>	
<p>The Board of Regents of the University of Washington</p> <p>By: <u></u> Jeanette L. Henderson Director of Real Estate</p> <p>Date: <u>August 19, 2013</u></p>	<p>Approved as to form:</p> <p><u></u> Susan A. Shyne Special Assistant Attorney General</p> <p>Date: <u>8/19/2013</u></p>
<p>Washington State Department of Transportation</p> <p>By: <u></u> Julie Meredith, P.E. SR 520 Program Director</p> <p>Date: <u>8/12/13</u></p>	<p>Approved as to form:</p> <p><u></u> Deborah L. Cade Assistant Attorney General</p> <p>Date: <u>Aug 12 2013</u></p>

EXHIBIT A: Legal Description of the Bryant Site

GCB 1279, Exhibit A, Sheet 1 of 1

LEGAL DESCRIPTION

6-f AREA

February 21, 2013

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 25 NORTH, RANGE 4 EAST, W. M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF LOT 31, BLOCK 38, BROOKLYN ADDITION TO SEATTLE, RECORDED IN VOLUME 7 OF PLATS, PAGE 32, RECORDS OF KING COUNTY, WASHINGTON;

THENCE SOUTH 42°53'03" EAST 16.00 FEET ALONG THE NORTHEAST LINE OF SAID LOT 31 TO THE POINT OF BEGINNING;

THENCE SOUTH 47°07'43" WEST 71.52 FEET;

THENCE SOUTH 48°19'14" EAST 7.19 FEET;

THENCE SOUTH 45°40'32" WEST 3.08 FEET;

THENCE SOUTH 20°29'22" EAST 32.49 FEET;

THENCE SOUTH 45°45'47" WEST 19.95 FEET;

THENCE SOUTH 42°52'17" EAST 108.25 FEET;

THENCE SOUTH 47°07'43" WEST 61.41 FEET TO THE INNER HARBOR LINE AS SHOWN ON 2005 THIRD SUPPLEMENTAL PLAT OF LAKE UNION HARBOR, STATE DEPARTMENT OF NATURAL RESOURCES, RECORDED UNDER RECORD NUMBER 20050810900004, RECORDS OF KING COUNTY, WASHINGTON;

THENCE SOUTH 42°43'14" EAST 311.77 FEET ALONG SAID INNER HARBOR LINE;

THENCE SOUTH 46°57'38" EAST 272.82 FEET ALONG SAID INNER HARBOR LINE TO THE SOUTHERLY CORNER OF BLOCK 22-A, SECOND SUPPLEMENTAL MAPS OF LAKE UNION SHORELANDS, AS SHOWN ON OFFICIAL MAP ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON;

THENCE NORTH 44°55'03" EAST ALONG THE SOUTHEAST LINE OF SAID BLOCK 239.27 FEET;

THENCE NORTH 73°04'49" WEST 13.79 FEET;

THENCE NORTH 53°53'50" WEST 28.80 FEET;

THENCE NORTH 84°40'45" WEST 42.28 FEET;

THENCE NORTH 01°09'06" WEST 9.58 FEET;

THENCE NORTH 04°55'53" WEST 3.67 FEET;

THENCE SOUTH 85°12'28" EAST 5.38 FEET;

THENCE NORTH 06°42'52" EAST 41.31 FEET;

THENCE NORTH 69°44'51" EAST 34.97 FEET;

THENCE NORTH 70°00'28" EAST 38.87 FEET TO THE NORTHEAST LINE OF SAID BLOCK 38 AND THE SOUTHERLY MARGIN OF NE BOAT STREET;

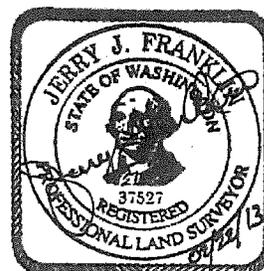
THENCE NORTH 59°49'38" WEST 552.75 FEET ALONG SAID NORTHEAST LINE AND SOUTHERLY MARGIN;

THENCE NORTH 42°53'03" WEST 115.98 FEET ALONG SAID NORTHEAST LINE AND SOUTHERLY MARGIN TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 156,481 SQUARE FEET (3.59 ACRES), MORE OR LESS.

ReidMiddleton

728 134th St. SW Suite 200
Everett, WA 98204
425/741-3800



H:\DOC\22Sv\2012\014 UW Bryant Bldg Survey\6-f Area\F6-legal description.doc

**BRYANT SITE
REAL ESTATE PURCHASE AND SALE AGREEMENT
UW – CITY OF SEATTLE**

This REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement"), made as of the 19th day of August, 2013, is by and between The Board of Regents of the University of Washington, a state institution of higher education and an agency of the State of Washington ("UW") and the City of Seattle, a Washington municipal corporation ("CITY"). UW and CITY are referred to collectively herein as the "Parties" and, individually, each as a "Party".

RECITALS

- A. UW is the owner of property commonly known as the Bryant Building, described on Exhibit A and depicted on Exhibit B hereto (the "Bryant Site").
- B. Certain other properties owned by UW and by the CITY (the "Section 6(f) Converted Property") are being transferred to the Washington State Department of Transportation ("WSDOT") for the SR 520 Bridge Replacement and HOV Project (the "SR 520 Project").
- C. UW and the CITY must replace the Section 6(f) Converted Property with property of reasonably equivalent recreational use and value (the "Section 6(f) Replacement Property") under Section 6(f) of the of the Land and Water Conservation Fund Act ("Section 6(f)").
- D. The Bryant Site has been designated by UW and the CITY as the Section 6(f) Replacement Property, subject to approval by the Washington Resource Conservation Office ("RCO") and the National Park Service ("NPS").
- E. The CITY will own, develop, operate and maintain the Bryant Site as a city park in perpetuity, consistent with the terms of the applicable grant agreements implementing Section 6(f).
- F. This Agreement sets forth the terms and conditions for the conveyance by UW to the CITY of the Bryant Site as the Section 6(f) Replacement Property.
- G. WSDOT, UW, and/or the CITY are also parties to the following agreements:
 - a. Memorandum of Agreement between WSDOT, UW, and the CITY, designated by WSDOT as GCB 1294 ("MOA, GCB 1294"),
 - b. Interagency Agreement for Real Estate Transactions between UW, WSDOT and the CITY, designated by WSDOT as GCB 1291 (" Interagency Agreement, GCB 1291"),

- c. Development Agreement between UW, WSDOT and the CITY, designated by WSDOT as GCB 1279 ("Development Agreement, GCB 1279"), and
 - d. Operations and Maintenance Agreement between UW and the CITY for the operation and maintenance of the Bryant Site as a park ("O&M Agreement").
- H. The agreements identified in paragraph G above (the "Other Agreements") describe (1) the conveyance by UW and the CITY of the Section 6(f) Converted Property to WSDOT, (2) payment by WSDOT of the purchase price for the Section 6(f) Converted Property, (3) designation by UW and the CITY of the Bryant Site as the Section 6(f) Replacement Property, (4) conveyance of the Bryant Site to the CITY, and (5) Development of the Bryant Site by the CITY under the Development Agreement, GCB 1279, that includes payment for environmental cleanup by UW and WSDOT. The CITY and UW intend that if there is any conflict between the terms and conditions in this Agreement and those contained in the Other Agreements, then as between the CITY and UW with respect to the transfer of the Bryant Site, this Agreement shall control.

AGREEMENT

For and in consideration of the mutual covenants herein contained, the sufficiency of which consideration is unconditionally acknowledged by CITY and UW, the Parties adopt and agree to the RECITALS set forth above, and agree:

SECTION 1. SALE AND PURCHASE

UW agrees to convey to the CITY, and the CITY agrees to acquire from UW, subject to the terms and conditions set forth, the Bryant Site, located in King County, Washington, and legally described on Exhibit A attached hereto and by this reference incorporated herein, together with all rights, privileges and easements appurtenant to the Bryant Site, including, but without limitation, all development rights, air rights, water, water rights and any and all easements, rights-of-way and other appurtenances owned and/or used in connection with the beneficial use and enjoyment of the Bryant Site, and all improvements, buildings and fixtures currently located on the Bryant Site.

SECTION 2. CLOSING; CONSIDERATION AND PAYMENT

2.1 Closing. When the Conditions in Section 3 below are met or waived by the Parties hereto and the Parties are prepared to deliver and record the Deed (described in Section 6.2 below), the parties shall agree upon a date for closing (the "Closing" or "Closing Date"), which Closing Date shall be not later than thirty days after the date upon which the last of the Conditions is met or waived; provided however, that the CITY and UW shall have the right to extend the Closing Date once or more than once, in their cooperative efforts to vigorously pursue the Bryant Project to completion as described in the MOA, GCB 1294. The Closing Date shall not be later than June 30, 2014 unless otherwise agreed by the Parties.

2.2 UW Cash Consideration. As further described in the Interagency Agreement, GCB 1291, part of the consideration for the conveyance of the Bryant Site to the CITY is WSDOT's payment of Thirteen Million Six Hundred Thousand Dollars (\$13,600,000.00) for the Section 6(f) Converted Property (the "UW Cash Consideration"), such Cash Consideration to be paid into escrow with First American Title Insurance Company ("Escrow Company") on or before the closing of that transaction.

2.3 Release of UW Cash Consideration. Upon Closing of the transfer of the Converted Property to WSDOT under the Interagency Agreement, GCB 1291, the UW Cash Consideration shall be released by Escrow Company to UW, except for Two Million Three Hundred Eighty Nine Thousand Five Hundred Dollars (\$2,389,500.00) (the "CITY Funds"), which shall be paid to the CITY. The portion of the UW Cash Consideration paid to UW is referred to as the ("UW Funds").

2.4 Leaseback of Bryant Site by UW. The building and improvements on the Bryant Site are occupied by the UW Police Department and other University related operations. UW shall not be required to vacate the Bryant Site as of the Closing Date; instead, the UW shall have the right to continue to occupy the Bryant Site under the terms of the Lease-back Agreement attached hereto as Exhibit D (the "Lease-Back Agreement").

SECTION 3. CONDITIONS.

3.1 General. The purpose of this Agreement is to transfer the Bryant Site from UW to the CITY to replace the Section 6(f) Converted Property with property of reasonably comparable usefulness and value, as described herein and in the Other Agreements. Provided all of the conditions in this Section 3 are satisfied, this Agreement shall be implemented and the transfer of the Bryant Site Closed.

3.1.1 NPS Approval. NPS has approved the designation of the Bryant Site as the Section 6(f) Replacement Property.

3.1.2 Condition of Property Division. The Bryant Site has been segregated from the larger parcel of which it is a part, pursuant to a lot boundary adjustment ("LBA") or other segregation process that UW will diligently pursue through the CITY Department of Planning and Development ("DPD") at UW's cost and expense. The LBA may be subject to conditions imposed by DPD, which conditions must be acceptable to UW in its reasonable discretion.

3.1.3. UW Cash Consideration. WSDOT has paid the UW Cash Consideration under the Interagency Agreement, GCB 1291 to Escrow Company.

3.1.4. Related Agreements. The Development Agreement, GCB 1279, has been agreed to and executed by the UW, the CITY, and WSDOT, and the O&M Agreement has been agreed to and executed by the CITY and UW.

3.2 CITY's Conditions to Closing. The obligations of CITY under this Agreement and consummation of Closing are subject to the satisfaction or waiver of each and all of the following conditions to CITY's reasonable satisfaction:

3.2.1 This Agreement shall have been approved by the Seattle City Council and executed by a person with authority to do so.

3.2.2 As of the Closing, UW shall have performed its obligations under this Agreement and under the MOA, GCB 1294 in all material respects and all deliveries to be made at Closing by UW have been tendered.

3.3 UW's Conditions to Closing. The obligations of UW under this Agreement and consummation of Closing are subject to the satisfaction or waiver of each and all of the following conditions to UW's reasonable satisfaction:

3.3.1 This Agreement shall have been approved by the UW Board of Regents and the State Higher Education Coordinating Board, if required, and executed by a person with authority to do so.

3.3.2 As of the Closing, the CITY shall have performed its obligations under this Agreement and under the MOA, GCB 1294 in all material respects and all deliveries to be made at Closing by CITY have been tendered.

3.4 Failure to Close. If the transfer of the Bryant Site fails to close after NPS has approved the designation, then UW shall retain ownership of the Bryant Site and the CITY and UW agree to jointly comply with the requirements of Section 6(f) with regard to replacement of the Converted Property. Therefore, if this transaction fails to close on or before the Closing Date (as extended, if applicable), then the costs for the acquisition and/or designation of an alternate site as Section 6(f) Replacement Property shall be shared by the CITY and UW as follows: (1) The CITY and UW shall use the amount of the UW Cash Consideration (consisting of the UW Funds and the CITY Funds) received by each of them for designation and acquisition of the alternate site. (2) If the cost of acquisition and designation of the alternate site exceeds the UW Cash Consideration, the CITY and UW will share equally the excess acquisition and designation costs. (3) If the cost of acquisition and designation of the alternate site is less than the UW Cash Consideration, the CITY and UW shall each receive one-half of the difference. (4) CITY shall develop the alternate site at its sole cost and expense, using the \$9 million paid to CITY by WSDOT under the Development Agreement, GCB 1279 ("WSDOT Funds"). The provisions of this Section 3.4 shall survive the termination or expiration of this Agreement.

SECTION 4. REPRESENTATIONS, WARRANTIES, RELEASE AND INDEMNITY

4.1 Representations and Warranties of UW. UW represents and warrants to CITY that, to the best of UW's knowledge, the following facts are true as of the date of UW's execution hereof and as of Closing:

4.1.1 Organization, Standing, Authority. UW is an agency of the State of Washington, and, subject to Section 3, execution of this Agreement by UW and its delivery to CITY have been duly authorized and no further action is necessary on the part of UW to make this Agreement fully and completely binding upon UW in accordance with its terms.

4.1.2 Title. UW has good, marketable and indefeasible fee title to the Bryant Site.

4.1.3 Environmental Matters. There presently exist on the Bryant Site areas of known contamination, which have been disclosed by the UW to the CITY.

4.2 Limitations on UW's Representations and Warranties. The warranties and representations in Section 4.1 shall survive Closing for a period of one year; provided, that UW shall have no liability for breach of any representation or warranty made by UW in this Agreement or in any of the documents or instruments required to be delivered by UW hereunder if CITY, its officers, employees, or agents had knowledge at Closing of such breach.

4.3 CITY's Representations and Warranties.

CITY represents and warrants to UW that the following facts are true as of the date of CITY's execution hereof and as of Closing:

4.3.1 Authority. CITY is an agency of the State of Washington, and, subject to Section 3, execution of this Agreement by CITY and its delivery to UW have been duly authorized and no further action is necessary on the part of CITY to make this Agreement fully and completely binding upon CITY in accordance with its terms.

4.3.2 No Default. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereunder will: (i) conflict with or result in the breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to CITY, or (ii) constitute a breach of any evidence of indebtedness or agreement to which CITY is a party or by which CITY is bound.

4.3.3 Environmental Matters. The PARTIES acknowledge that there presently exist on the Bryant Site areas of contamination and that such contamination may extend onto adjacent UW property from which the Bryant Site will be segregated, as referenced in Section 3.1.2.

4.4 Purchase As-Is. CITY HAS DETERMINED THAT, IF THE BRYANT SITE IS A SEPARATE LEGAL PARCEL, IT IS FEASIBLE FOR THE CITY TO DEVELOP THE BRYANT SITE INTO A PARK. FROM AND AFTER THE RECORDING OF THE DEED AT THE CLOSING OF THIS AGREEMENT, CITY SHALL HAVE CONTROL OF THE BRYANT SITE, INCLUDING CONTROL OF ALL HAZARDOUS MATERIALS REMEDIATION AND ALL DEVELOPMENT ACTIVITIES TO BE CONDUCTED THEREON EXCEPT THAT IN NO EVENT SHALL THE CITY BE RESPONSIBLE FOR ANY HAZARDOUS MATERIALS REMEDIATION OUTSIDE OF THE BRYANT SITE REGARDLESS OF THE SOURCE OF SUCH HAZARDOUS MATERIALS. EXCEPT FOR THE REPRESENTATIONS OF UW EXPRESSLY SET FORTH IN SECTION 4.1 OF THIS AGREEMENT, CITY WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH UW THAT CITY IS PURCHASING THE BRYANT SITE IN ITS "AS-IS, WHERE IS" CONDITION "WITH ALL FAULTS" AS OF THE CLOSING DATE AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, AS TO ITS CONDITION, REPAIR, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, ENVIRONMENTAL CONTAMINATION OR ANY OTHER WARRANTY OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF UW, AND FURTHER WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES REGARDING THE VALUE, EXPENSE OF OPERATION, ENVIRONMENTAL CONDITION, OR INCOME POTENTIAL OF THE BRYANT SITE OR AS TO ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE BRYANT SITE OR THE CONDITION, REPAIRS, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE BRYANT SITE OR ANY PORTION THEREOF. CITY ACKNOWLEDGES THAT IT HAS INVESTIGATED THE BRYANT SITE, INCLUDING MATTERS RELATED TO LEGAL STATUS OR REQUIREMENTS, PHYSICAL CONDITION, TITLE, LEASING, CONTRACTS AND OTHER MATTERS OF SIGNIFICANCE. THE PARTIES AGREE THAT ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE MADE BETWEEN THEM OR THEIR RESPECTIVE AGENTS OR REPRESENTATIVES CONCERNING THE CONDITION OF THE BRYANT SITE ARE MERGED IN THIS AGREEMENT AND THE EXHIBITS HERETO ANNEXED, AND THAT THIS AGREEMENT HAS BEEN ENTERED INTO AFTER SUFFICIENT INVESTIGATION. CITY IS NOT RELYING UPON ANY STATEMENT OR REPRESENTATION BY UW UNLESS SUCH STATEMENT OR REPRESENTATION IS SPECIFICALLY EMBODIED IN THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, UW MAKES NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER THE BRYANT SITE CONTAINS ASBESTOS OR HARMFUL OR TOXIC SUBSTANCES OR PERTAINING TO THE EXTENT, LOCATION OR NATURE OF SAME. FURTHER, TO THE EXTENT THAT UW PROVIDES TO THE CITY INFORMATION FROM ANY INSPECTION, ENGINEERING OR ENVIRONMENTAL REPORTS CONCERNING ASBESTOS OR HARMFUL OR TOXIC SUBSTANCES, UW MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OR COMPLETENESS, METHODOLOGY OF PREPARATION OR OTHERWISE CONCERNING THE CONTENTS OF SUCH REPORTS. UW MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR OTHER INFORMATION SUPPLIED TO CITY IN CONNECTION WITH CITY'S INSPECTION OF THE PROPERTY (E.G., THAT SUCH MATERIALS ARE COMPLETE, ACCURATE OR THE FINAL VERSION THEREOF, OR THAT ALL SUCH MATERIALS ARE IN UW'S POSSESSION). IT IS THE PARTIES' EXPRESS UNDERSTANDING AND AGREEMENT THAT SUCH MATERIALS ARE PROVIDED ONLY FOR CITY'S CONVENIENCE IN MAKING ITS OWN EXAMINATION AND DETERMINATION AS TO WHETHER IT WISHES TO PURCHASE THE PROPERTY.

4.5 Waiver and Release. WITHOUT IN ANY WAY LIMITING ANY PROVISION OF SECTION 4.4 ABOVE, AND EXCEPT WITH RESPECT TO THE EXPRESS REPRESENTATIONS AND THE OBLIGATIONS OF UW SET FORTH IN THIS AGREEMENT AND ANY CLOSING DOCUMENTS, AND EXCEPT FOR THE EXPRESS OBLIGATIONS OF CITY UNDER SECTION 5 BELOW AND UNDER THE RIGHT OF ENTRY AGREEMENT BETWEEN UW AND CITY WITH RESPECT TO THE BRYANT PROPERTY, PERMIT No. 2013.002 DATED FEBRUARY 7, 2013, EACH PARTY HEREBY WAIVES, RELEASES, AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD, OR MAY HAVE AGAINST THE OTHER WITH RESPECT TO (A) ANY DISCLAIMED MATTERS, (B) THE CONDITION OF THE BRYANT SITE AS OF THE CLOSING DATE, (C) THE PHYSICAL, ENVIRONMENTAL, ECONOMIC, OR LEGAL CONDITION OR COMPLIANCE OF THE BRYANT SITE WITH ANY FEDERAL, STATE, OR LOCAL LAW, STATUTE, ORDINANCE, RULE, REGULATION, ORDER, OR DETERMINATION OF ANY GOVERNMENTAL AUTHORITY OR AGENCY AFFECTING THE BRYANT SITE, INCLUDING WITHOUT LIMITATION THOSE PERTAINING TO ENVIRONMENTAL MATTERS, AS OF THE CLOSING DATE (D) THE PRESENCE OF HAZARDOUS MATERIALS OR CONTAMINATION EXISTING AT BRYANT SITE AS OF THE CLOSING DATE, INCLUDING THE COST OF ANY REMEDIATION NECESSARY TO COMPLY WITH STATUTES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY AND ALL ATTORNEYS' FEES AND COSTS; AND (E) ANY OTHER STATE OF FACTS THAT EXISTS WITH RESPECT TO THE BRYANT SITE OR ANY OF THE PROPERTY INFORMATION OR REVIEW MATERIALS AS OF THE CLOSING DATE. THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES, AND CAUSES OF ACTION. THE PARTIES ACKNOWLEDGE THAT THE FOREGOING WAIVER INCLUDES CLAIMS BY EACH OF THEM AGAINST THE OTHER UNDER ALL ENVIRONMENTAL LAWS, AND CLAIMS UNDER THE AMERICANS WITH DISABILITIES ACT OF 1990, AS AMENDED. IN THIS CONNECTION AND TO THE EXTENT PERMITTED BY LAW, THE PARTIES HEREBY AGREE, REPRESENT, AND WARRANT THAT THEY UNDERSTAND AND ACKNOWLEDGE THAT FACTUAL MATTERS NOW UNKNOWN TO THEM MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES THAT ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND EACH PARTY FURTHER AGREES, REPRESENTS, AND WARRANTS THAT THE WAIVERS AND RELEASES HEREIN HAVE BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THAT REALIZATION AND THAT EACH PARTY NEVERTHELESS HEREBY INTENDS TO RELEASE, DISCHARGE, AND ACQUIT THE OTHER FROM ANY SUCH UNKNOWN CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES THAT MIGHT IN ANY WAY BE INCLUDED IN THE WAIVERS AND MATTERS RELEASED AS SET FORTH IN THIS SECTION. THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED BY LEGAL COUNSEL OF THEIR SELECTION AND EACH IS GRANTING THIS RELEASE OF ITS OWN VOLITION AND AFTER CONSULTATION WITH ITS COUNSEL. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT OR THE CLOSING OF THE CONVEYANCE OF THE BRYANT SITE TO THE CITY AND SHALL NOT BE DEEMED TO HAVE MERGED INTO ANY OF THE DOCUMENTS EXECUTED OR DELIVERED AT CLOSING. TO THE EXTENT REQUIRED TO BE OPERATIVE, THE DISCLAIMERS OR WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR PURPOSES OF ANY LEGAL REQUIREMENT.

SECTION 5. INSPECTION

5.1 Investigation. CITY has been permitted to enter upon the Bryant Site under the terms of a Right of Entry Agreement to investigate the environmental and other conditions of the Bryant Site ("**Investigation**").

5.2 Restoration, Insurance and Indemnity. If the Bryant Site is disturbed or altered in any way prior to the Closing as a result of CITY's entry onto the Bryant Site pursuant to this Agreement, CITY shall promptly restore the Bryant Site and any other affected portion of the UW property to its condition existing prior to the commencement of such investigation activities. CITY agrees to cause its representatives or agents conducting any investigation to maintain and have in effect commercial general liability insurance with limits of not less than Ten Million Dollars (\$10,000,000.00). Such insurance shall name UW and its Board of Regents, trustees, beneficiaries, employees, officers, and directors as additional insureds. CITY shall deliver to UW a copy of the insurance policy and endorsement evidencing the insurance required hereunder, prior to the commencement of such activities. CITY agrees to indemnify, defend and hold UW harmless from and against any and all liens, claims, loss or liability arising out of the CITY's entry onto the Bryant Site prior to Closing pursuant to this Section 5, except for those claims, losses or liabilities resulting from the UW's acts or omissions. CITY's indemnity obligation shall survive the termination of this Agreement and closing of the conveyance of the Bryant Site to the CITY.

SECTION 6. TITLE

6.1 Title Commitment. CITY shall conduct such investigation of the title to the Bryant Site as CITY shall deem necessary or appropriate. At Closing, CITY shall take title to the Bryant Site subject only to the approved encumbrances of record listed on the form of Deed, Exhibit E, at Exhibit B thereto (the "**Permitted Exceptions**").

6.2 Condition of Title. UW shall convey the Bryant Site to CITY pursuant to the form of the deed attached hereto as Exhibit E (the "**Deed**").

SECTION 7. CLOSING

7.1 Escrow. Closing of the purchase and sale of the Bryant Site shall occur through an escrow (the "**Escrow**") with Escrow Company on or before December 31, 2013 (the "**Closing Date**"), as extended in accordance with Section 2.1 above. CITY and UW shall deposit with Escrow Company all funds, documents and instruments required hereby. When used herein, "Closing" means the date the Deed from UW to CITY is recorded.

7.2 Deposit of Closing Documents.

7.2.1 By UW. On or before Closing, UW shall duly execute and deposit into the Escrow with Escrow Company:

(a) The Deed for the Bryant Site in the form of Exhibit E, subject to the Permitted Exceptions, together with its accompanying Real Estate Excise Tax Affidavit; and

(b) Such resolutions, authorizations, certificates, or other documents or agreements relating to the UW, as shall be reasonably required in connection with this transaction; and

(c) Any other documents, instruments, data, records, correspondence or agreements called for hereunder which have not previously been delivered.

(d) The cash necessary to pay all Closing costs and any prorations allocated to UW.

7.2.2 By CITY. On or before Closing, CITY shall duly execute and deposit into the Escrow with Escrow Company:

(a) The real estate excise tax affidavit; and

(b) Such resolutions, authorizations, certificates, or other documents or agreements relating to the CITY, as shall be reasonably required in connection with this transaction; and

(c) Any other documents, instruments, or agreements called for hereunder which have not previously been delivered; and

(d) The cash necessary to pay all Closing costs and any prorations allocated to CITY.

7.2.3 Subsequent Establishment of Exhibits. Any of the aforesaid documents and instruments to be delivered at Closing which are not attached hereto as exhibits shall be reasonably agreed upon in form and content by CITY and UW within fifteen (15) days after execution of this Agreement.

7.3 Costs and Prorations. The Parties shall each pay fifty percent (50%) of the Closing costs and expenses including the Escrow fees and charges and any recording fees for the Closing of the transfer of the Bryant Site from UW to the CITY. All utilities and other operating expenses of the Bryant Site shall be prorated between UW and CITY in the Lease-Back Agreement, Exhibit D. Both UW and the CITY are exempt from the obligation to pay real and personal property taxes, so such taxes shall not be prorated at Closing. Special assessments, if any, shall be prorated as of Closing.

7.4 Escrow Instructions. This Agreement is intended by the parties to set forth the Escrow instructions to Escrow Company. UW and CITY agree to execute and deliver to Escrow Company any additional instructions requested by Escrow Company to consummate this transaction, provided any such additional instructions are reasonable and are not inconsistent with this Agreement.

SECTION 8. REMEDIES

In the event of any breach or failure to perform, either UW or the CITY shall have the right to seek specific performance of this Agreement.

SECTION 9. MISCELLANEOUS

9.1 Notices. Any demand, request or notice which either party hereto desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered, when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States Mail in registered or certified form, return receipt requested, addressed as follows:

To UW:

<u>MAILING ADDRESS:</u> UW Real Estate Campus Box 359446 Seattle, WA 98195-9446 Phone: (206) 616-3400 Fax: (206) 685-1547	<u>COURIER/DELIVERY ADDRESS:</u> UW Real Estate 4333 Brooklyn Ave NE, T-12 Seattle, WA 98195-9446
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To CITY: Superintendent
Seattle Parks and Recreation
100 Dexter Avenue N.
Seattle, WA 98109

or to such other address and person as either party may communicate to the other by like written notice.

9.2 Modification of Agreement. No amendment of, modification, or supplement to this Agreement shall be valid or effective unless made in writing and executed by the Parties hereto.

9.3 Construction. The section headings throughout this Agreement are for convenience and reference only and the words contained in them shall not be held to expand,

modify, amplify or aid in the interpretation, construction or meaning of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identification of the person or persons, firm or firms, corporation or corporations may require. "Person" shall mean an individual, firm, association, corporation, trust or any other form of business or legal entity. The locative adverbs "herein", "hereunder", "hereto", "hereby", "hereinafter", etc., whenever the same appear herein, mean and refer to this Agreement in its entirety and not to any specific section or subsection hereof. Any reference herein to "days" means consecutive calendar days. If the last day of any time period or any other specified date occurs on a day when the recording office of the county in which the Property is located is closed, such time period or date shall be extended to the next day such recording office is open. All parties hereto have been represented by legal counsel in this transaction and accordingly hereby waive the general rule of construction that an agreement shall be construed against its drafter.

9.4 Attorneys' Fees. In the event of litigation between the parties hereto, declaratory or otherwise, in connection with this Agreement, each party shall bear its own costs and attorneys' fees.

9.5 Additional Documents. Each party agrees to take such action and to execute, acknowledge and deliver any and all documents and instruments as may reasonably be requested by the other party to carry out the purposes of this Agreement.

9.6 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

9.7 Brokerage Commissions. Each of UW and CITY represents to the other that it has not engaged a broker or finder in connection with the sale of the Property from UW to CITY. Each party agrees to indemnify and hold the other harmless from any commission or claim for commission thereafter made against the other on account of any broker or finder which that party has engaged or dealt with in connection with the Property or this Agreement.

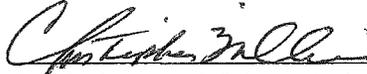
9.8 Applicable Law. This Agreement shall be construed and interpreted under the laws of the State of Washington.

9.9 Counterparts. This Agreement may be executed in any number of counterparts and all counterparts shall be deemed to constitute a single agreement. The execution and delivery of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts. The signatures to this Agreement may be executed on separate pages and when attached to this Agreement shall constitute one complete document.

Signatures on the Following Page

In consideration of the terms, conditions, and covenants contained in this Agreement and the MOA, GCB 1294, and the Other Agreements, the Parties have executed this Agreement as of the date(s) set forth with their signatures below.

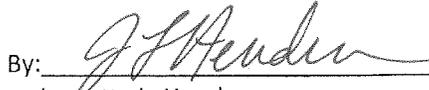
CITY: The City of Seattle



By: Christopher Williams, Acting Superintendent
Department of Parks and Recreation

Date: August 19, 2013

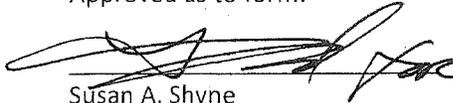
UW: The Board of Regents of the University of Washington



By: Jeanette L. Henderson
Director of Real Estate

Date: August 19, 2013

Approved as to form:



Susan A. Shyne
Special Assistant Attorney General

EXHIBITS

Exhibit A - Legal Description of Bryant Site

Exhibit B - Depiction of Bryant Property

Exhibit C - OMITTED

Exhibit D - Lease-Back Agreement

Exhibit E - Deed

Exhibit A to Deed - Legal Description

Exhibit B to Deed - Permitted Exceptions

EXHIBIT B
TO
PURCHASE AND SALE AGREEMENT

Depiction of Bryant Property

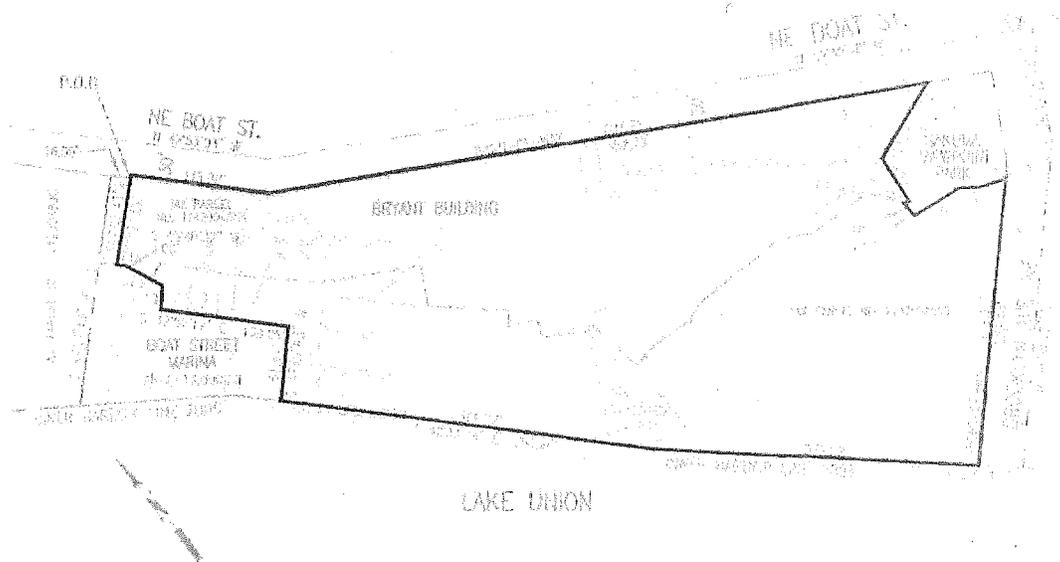


EXHIBIT C
TO
PURCHASE AND SALE AGREEMENT

OMITTED

EXHIBIT D
TO
PURCHASE AND SALE AGREEMENT
LEASE-BACK AGREEMENT

See Attached

LEASEBACK AGREEMENT

This Lease-Back Agreement ("Lease") is between the City of Seattle, a Washington municipal corporation ("Landlord"), and the BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON, a state institution of higher education and an agency of the State of Washington ("University").

1. **Summary of Lease Terms.** Capitalized terms in this summary are defined in the body of the Lease.

- (a) Lease Date: _____, 20____.
- (b) Premises: The Bryant Property (as legally described on Exhibit A)
- (c) Building: The Bryant Building, 1401 Boat Street, Seattle, WA
- (d) Project (if any): N/A
- (e) Premises Area: N/A
- (f) Use of Premises: University's Police Department and other University related uses.
- (g) Lease Term: *This Lease shall have a Commencement Date as of the date that Landlord takes title to the Premises and an Expiration Date of December 31, 2016, except that the University shall have the right to terminate the Lease at any time upon ninety (90) days' prior written notice to Landlord.*
- (h) Monthly Rent: None.
- (i) Parking: All of the parking stalls located on the Bryant Property, free of charge.
- (j) University's Address for Notices:

<u>MAILING ADDRESS:</u> UW Real Estate Campus Box 359446 Seattle, WA 98195-9446 Phone: (206) 616-3400 Fax: (206) 685-1547	<u>COURIER/DELIVERY ADDRESS:</u> UW Real Estate 4333 Brooklyn Ave NE, T-12 Seattle, WA 98195-9446
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- (k) Landlord's Address for Notices:
Superintendent
Seattle Parks and Recreation
100 Dexter Ave N
Seattle, WA 98109
Phone: (206) 684-8022
Fax: (206) 233-7023

- (l) Broker(s): none.
- (m) Landlord's Work: none.
- (n) University Occupant: UW Police Department and other University related uses.
- (o) University Termination Rights: see paragraph (g) above
- (p) Extension Option: N/A
- (q) Other Options (if any): N/A
- (r) Exhibits:

Exhibit A – Legal description of the Premises

2. Premises; Delivery Condition; Permitted Use.

(a) University has conveyed the Bryant Property to Landlord. The Bryant Property is occupied by the University of Washington Police Department ("UWPD") and other University users. Landlord hereby leases to University, and University hereby leases from Landlord, the Bryant Property ("Premises"), together with the benefits of any appurtenant easements and rights of way.

(b) University is in possession of the Premises and shall remain in possession under the terms of this Lease. University will relocate the UWPD and other users to other property prior to termination of this Lease.

(c) University may use the Premises for the purposes described in Section 1(f) above. University shall use the Premises in accordance with applicable laws, ordinances, rules, regulations and requirements of governmental authorities. University shall not allow waste or nuisance to be committed on the Premises.

(d) **Term.** This Lease shall be for the term set forth in Section 1(g) ("Term"), except as such Term may be earlier terminated pursuant to the terms of this Lease or by agreement of Landlord and University.

3. Rent and Additional Charges. University shall not be obligated to pay any rent to Landlord for the use of the Premises. University shall be responsible for timely paying any and all special district charges and fees that may be assessed against the Premises, but only to the extent such charges and fees would have been owed by the University as owner of the property.

4. Utilities and Services. University shall provide, at its cost and for its use, all utilities including but not limited to, electric light and power, heat, air conditioning, air exchange, water, sewer, janitorial services and supplies, recycling and trash removal for the Premises all in quantities and qualities sufficient for University's use of the Premises.

5. **Common Areas.** N/A.

6. **Repairs and Maintenance.**

(a) All repairs and maintenance necessary to keep the Premises in a good, safe, and tenantable condition and in compliance with all laws, rules and regulations shall be done promptly by University at University's expense. With respect to all such repairs and maintenance, University shall cause all laborers, workers and mechanics (as such terms are defined in Chapter 39.12 of the Revised Code of Washington) performing repair or maintenance work to be paid the prevailing rate of wages (as defined in Chapter 39.12 of the Revised Code of Washington).

(b) In the event of interruption of any Building services or interruption of use of any Building areas, University will restore the service or area promptly, sufficient to meet its needs for the use of the Premises.

7. **Signs.** University shall have the right to maintain its existing signage and install additional signage deemed necessary or appropriate to use of the Premises.

8. **Alterations.**

8.1 The Premises have been improved with, or contain certain alterations, improvements, fixtures, trade fixtures, and equipment. To the extent that fixtures, alterations and improvements constitute part of the real property, they belong to Landlord. The removable fixtures, trade fixtures and equipment of University continue to be owned by the University.

8.2 University may make alterations or improvements to the Premises at its sole discretion and at its sole expense. Title to all alterations and improvements shall remain with the Landlord, unless otherwise agreed in writing by the parties.

8.3 University may install, remove, and reinstall on the Premises fixtures, trade fixtures, and equipment as are customarily used in the type of business conducted by University on the Premises. Title to all fixtures, trade fixtures and equipment shall remain with the University. On or before the termination of this Lease, University shall have the right to remove its fixtures, trade fixtures and equipment from the Premises.

8.4 The Parties agree that fixtures, trade fixtures and equipment that remain on the Premises following the termination of this Lease shall be deemed abandoned.

9. **Condemnation.** If all or a substantial part of the Premises is taken or damaged by the power of eminent domain, or purchased by the condemnor in lieu thereof, so as to render the remaining Premises inappropriate or insufficient for University's intended purpose, then this Lease may be terminated as of the time of taking at the option of University. In the event of any taking, University shall have the right to pursue a claim for moving expenses, loss of property, loss of business and the unamortized cost of leasehold improvements as damages in connection with any eminent domain proceeding or purchase in lieu thereof.

10. **Parking.** University shall be entitled throughout the entire Term to all parking on the Premises at no cost.

11. **Liens.** University shall keep the Premises free from any liens arising out of any work performed for, materials furnished to or obligations incurred by University and shall hold Landlord harmless against the same.
12. **Assignment and Sublease.** University shall not assign this Lease in whole or in part, without the prior written consent of Landlord. Landlord shall notify University in writing of its approval or disapproval within 15 days after receipt of notice of the proposed assignment. If Landlord does not respond in writing within 15 days, Landlord shall be deemed to approve such assignment. The University shall notify Landlord in writing of any sublease within 30 days of execution.
13. **Access.** Landlord shall have the right, upon prior written notice of at least 3 business days (except in an emergency), to enter the Premises at all reasonable times during normal business hours for park planning purposes. In exercising its rights of access, Landlord shall use reasonable best efforts to minimize any disruption to the use of the Premises. If University has created any secure or specially isolated spaces, Landlord shall comply with University's security requirements.
14. **Damage or Destruction.** If the Premises are partially or totally destroyed from any cause, or rendered inaccessible or unusable from any cause (other than by condemnation), University may terminate this Lease by delivery of written notice within 30 days of such event, or may restore the Premises sufficient for its use. Landlord shall have no obligation to restore damage to the Premises, the parties acknowledging that, after termination of this Lease, Landlord intends to redevelop the Premises into a public park.
15. **University Default.** The occurrence of the following event shall constitute a default of this Lease by University: The failure by University to perform any requirement of this Lease, where such failure shall remain uncured for a period of 30 days after written notice by Landlord to University; provided that if more than 30 days are reasonably required to cure the default, then University shall not be deemed to be in default if University commences to cure within the 30 day period and thereafter diligently prosecutes the cure to completion.
16. **Landlord Remedies.** In the event of an uncured University default, Landlord agrees to use reasonable efforts to mitigate its damages and Landlord may:
 - (a) Terminate University's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and University shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from University all reasonable damages incurred by Landlord because of University's default, including the cost of recovering possession of the Premises.
 - (b) Maintain University's right to possession, in which case this Lease shall continue in effect unless University shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease.
 - (c) Pursue any other legal remedy available to Landlord.
17. **Costs and Attorney's Fees.** The parties shall each bear their own costs and attorney's fees incurred in connection with this Lease.

18. **Subordination; Estoppels.** N/A
19. **No Waiver; Entire Agreement.** Any waiver by either party of any claim of breach of this Lease by the other shall not be considered a waiver of any future similar claim of breach. This Lease contains the final, complete and entire agreement between the parties with respect to the University's lease of the Premises from Landlord, and any modifications to this Lease must be in writing signed by both parties.
20. **Surrender of Premises.** University agrees, upon the expiration or earlier termination of this Lease, to peacefully quit and surrender the Premises without notice; to leave the Premises neat and clean, subject to normal wear and tear and casualty; and to deliver all keys to the Premises to Landlord.
21. **Binding on Heirs, Successors and Assigns.** The covenants and agreements of this Lease shall be binding upon the successors and assigns of both parties, except as otherwise provided in this Lease.
22. **Notice.** Notices under this Lease shall be in writing and delivered in person or by United States mail with postage prepaid to the parties at their respective addresses as set forth in Section 1(j) above, or to such other place as may hereafter be designated by either party in writing. If notice is by mail, delivery shall be deemed complete as of 2 business days following the postmarked time and date of mailing.
23. **Quiet Enjoyment.** Landlord covenants that as of the Commencement Date, Landlord will have good right to lease the Premises for the purpose and uses stated herein and University shall have and quietly enjoy the Premises for the Lease Term.
24. **Force Majeure.** Except as otherwise specifically provided in this Lease, in the event either party is delayed or prevented from performing any of its respective obligations under this Lease by reason of acts of God, unforeseen governmental requirement, fire, floods, strikes or any other cause beyond the reasonable control of the party, then the time period for performing such obligations shall be extended for the period of delay.
25. **Counterparts.** This Lease may be executed in counterparts and each counterpart constitutes an original document.
26. **Governing Law.** This Lease shall be governed by the laws of the State of Washington.
27. **Brokers.** Neither party shall have any obligation to pay any broker or similar consultant hired by or claiming through the other party.

Signatures on Following Page

**BOARD OF REGENTS OF THE
UNIVERSITY OF WASHINGTON**, a
state institution of higher education and
an agency of the State of Washington

Approved as to Form:

By _____
Jeanette Henderson, Director of Real Estate

By _____
Susan A. Shyne, Special Assistant
Attorney General

Date: _____

Date: _____

CITY OF SEATTLE

By _____ Date: _____
Christopher Williams
Superintendent, Department of Parks and Recreation

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
COUNTY OF KING)

On this ____ day of _____, 20____, before me personally appeared Jeanette L. Henderson, to me known as the Director of Real Estate of the University of Washington, who on oath stated that she was authorized to execute this instrument and acknowledged it to be the free and voluntary act and deed of said University of Washington as approved by the **BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON** for the uses and purposes mentioned in the instrument.

Signature: _____
Printed Name: _____
Notary Public in and for the State of Washington
Residing at: _____
My Commission expires on: _____

STATE OF WASHINGTON)
COUNTY OF KING)

On this ____ day of _____, 20____, before me personally appeared Christopher Williams, to me known as the Superintendent of the Department of Parks and Recreation of the City of Seattle, who on oath stated that he was authorized to execute this instrument and acknowledged it to be the free and voluntary act and deed of the City of Seattle as approved, for the uses and purposes mentioned in the instrument.

Signature: _____
Printed Name: _____
Notary Public in and for the State of Washington
Residing at: _____
My Commission expires on: _____

EXHIBIT E
TO
PURCHASE AND SALE AGREEMENT

DEED

See Attached

AFTER RECORDING MAIL TO:

City of Seattle
Department of Parks and Recreation
800 Maynard Avenue South, Third Floor
Seattle, WA 98134
ATTN: Property Management

Quitclaim Deed

Reference Numbers of Related Documents: N/A

Grantor:

THE BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON, an Institution of higher education and an agency of the State of Washington

Grantee: CITY OF SEATTLE, a Washington municipal corporation

Abbreviated Legal(s):

Tax Parcel

Identification Number:

GRANTOR: THE BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON, an Institution of higher education and an agency of the State of Washington

GRANTEE: CITY OF SEATTLE, a Washington municipal corporation

Legal Description Abbreviated Form: _____

Assessor's Tax Parcel ID#: _____

**Exhibit B to Deed
Permitted Exceptions
Fidelity Title Order No. 15348811-410-MP2**

1. Taxes/assessments not shown as existing liens of taxes.
2. Unpatented mining claims, Indian treaty rights, etc.
3. Title to property beyond property lines (unless specifically set forth in legal description).
4. Property taxes.
5. Exempt Status.
6. Reservations in deed (rec # 687602) from State of Washington for extraction of mineral rights, after provision has been made for full payment of damages.
7. Reservations in deed (rec # 725720) from State of Washington for extraction of mineral rights, after provision has been made for full payment of damages.
8. Reservations in deed (rec # 774689) from State of Washington for extraction of mineral rights, after provision has been made for full payment of damages. Also reservation to acquire right-of-way, subject to payment of compensation.
9. Reservations in deed (rec # 916640) from State of Washington for extraction of mineral rights, after provision has been made for full payment of damages. Also reservation to acquire right-of-way, subject to payment of compensation.
10. Reservations in deed (rec # 1147641) from State of Washington for extraction of mineral rights, after provision has been made for full payment of damages. Also reservation to acquire right-of-way, subject to payment of compensation.
11. Reservations in deed (rec # 1152512) from State of Washington for extraction of mineral rights, after provision has been made for full payment of damages. Also reservation to acquire right-of-way, subject to payment of compensation.
12. Reservations in deed (rec # 1162319) from State of Washington for extraction of mineral rights, after provision has been made for full payment of damages. Also reservation to acquire right-of-way, subject to payment of compensation. Recommendation: Accept.
13. Reservations in deed (rec # 6156245) from State of Washington for extraction of mineral rights, after provision has been made for full payment of damages. Also reservation to acquire right-of-way, subject to payment of compensation.
14. Rights of the public to use submerged land.
15. Rights and easements of the public for commerce, navigation, recreation, and fisheries.
16. Any restrictions on the use of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has been, covered by water.
17. Unrecorded leaseholds, rights of vendors and holders of security interests; rights of tenants to remove trade fixtures.

**AGREEMENT
BETWEEN THE CITY OF SEATTLE
AND THE UNIVERSITY OF WASHINGTON
REGARDING THE OPERATION AND MAINTENANCE OF THE BRYANT SITE PARK**

This Operation and Maintenance Agreement ("**O&M Agreement**") regarding the Bryant Site park is entered into by and between the City of Seattle, a Washington municipal corporation (the "**City**"), and the Board of Regents of the University of Washington, an agency of the state of Washington (the "**UW**"), each a "**Party**" and collectively the "**Parties**."

RECITALS

- A. The UW is the owner of the property commonly known as the Bryant Site, legally described on Exhibit A (the "**Bryant Site**").
- B. UW will convey the Bryant Site to the City as part of a series of transactions among the UW, the City and the Washington State Department of Transportation ("**WSDOT**") in connection with WSDOT's SR 520 Bridge Replacement and HOV Project (the "**SR 520 Project**").
- C. UW and the City are required to replace certain property acquired by WSDOT (the "**Converted Property**") with other land to be used for park purposes, under the requirements of Section 6(f) of the Land and Water Conservation Fund Act ("**Section 6(f)**"; "**LWCFA**").
- D. The Bryant Site was determined to be a suitable location for a new park to replace the Converted Property (the "**Bryant Site Park**").
- E. WSDOT, UW, and the City are each parties to, among other agreements, (1) a Memorandum of Agreement designated as WSDOT GCB 1294 ("**MOA, GCB 1294**"), (2) an Interagency Agreement for Real Estate Transactions designated by WSDOT as GCB 1291 (the "**Interagency Agreement, GCB 1291**"), and (3) a Development Agreement designated by WSDOT as GCB 1279 for the Bryant Site (the "**Development Agreement, GCB 1279**"), all of even date, concerning WSDOT's acquisition of the Converted Property, the conveyance of the Bryant Site to the City, the obligations of WSDOT to fund design and construction of the Bryant Project, and other matters. UW and the City are also parties to a Purchase and Sale Agreement of even date for the transfer by UW to the City of the Bryant Site (the "**Bryant PSA**").
- F. This O&M Agreement is in partial implementation of the MOA, GCB 1294.

G. The City's commitments under the terms of this O&M Agreement are a material part of the consideration for the conveyance of the Bryant Site by UW to the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, the Parties adopt and agree to the Recitals set forth above and **AGREE AS FOLLOWS**:

AGREEMENT

SECTION 1. DEFINITIONS Capitalized terms not defined in this Agreement have the meanings ascribed to them in the MOA, GCB 1294.

SECTION 2. EFFECTIVE DATE. This Agreement shall take effect on the date that the Bryant Site Park is substantially complete, consistent with the terms of the Development Agreement, GCB 1279 (the "Effective Date").

SECTION 3. FUNDING OF OPERATION AND MAINTENANCE COSTS AND EXPENSES.

3.1 **General.** CITY shall own, develop, operate and maintain the Bryant Site Park as a city park in perpetuity, consistent with the terms of the applicable grant agreements implementing Section 6(f). CITY shall be solely responsible for the operation, repair, and maintenance of the Bryant Site under this O&M Agreement and except as agreed from time to time by the Parties, it will not charge the UW, directly or indirectly, including by means of any improvement district, assessment, or any other method, for any of the costs or expenses of the operation and maintenance of Bryant Site Park. The preceding sentence is not intended to address the UW's potential liability as a user or abutting property owner of the Park or prohibit the CITY from charging UW a fee for special events at Bryant Site Park consistent with CITY policies as the same may be modified from time to time.

3.2 **UW Events at the Bryant Park Site.** UW may schedule events at Bryant Site park consistent with current Parks Department policies except that in any given year, UW's application for reserving the Bryant Site park, filed on the first business day of that year, will be given priority for up to 10 event days, subject to the following conditions:

- (1) There will be no priority (historic or otherwise) given to UW applications and Park Use Fees will apply to any park use during Opening Day of Boating Season weekend (first weekend in May); Memorial Day weekend; July 4; Seafair Weekend (first weekend in August); and all Saturdays and Sundays from Memorial Day through Labor Day.
- (2) There will be no priority given to the UW applications for dates on which any event has historically occurred in the Bryant Site park during the same date or timeframe and pursuant to a City-wide Special Events permit or a Park Use permit; and

For all events, if applicable, UW must comply with the CITY-wide Special Event policy, including the payment of Special Event Permit Fees.

SECTION 4. PARK USES. Bryant Site Park will be open to the public, non-gated and admission-free, consistent with the general policies of The City of Seattle concerning public parks and Section 6(f) of the LWCFA. Uses that limit public access to and/or use of a substantial portion of the Bryant Site Park for any extended period of time, including but not limited to events scheduled over an extended period of time (beyond a special event that typically lasts no longer than a few days) will not be allowed.

SECTION 5. MAINTENANCE AND OPERATION STANDARDS.

5.1 Standards. The Parties anticipate that the Bryant Site Park will be heavily used. As between the CITY and UW, the CITY will be solely responsible to maintain and operate Bryant Site Park to a standard consistent with the maintenance and operation of other highly utilized Seattle parks such as Green Lake, Lake Union Park and Gas Works Park and in conformity with the Maintenance and Operation Standards attached as Exhibit B.

5.2 Security. The CITY does not provide dedicated security for City parks and anticipates that emergencies will be handled by calls to the CITY 911 dispatcher. CITY acknowledges that UW has no obligation to provide security at the park.

SECTION 6. TERM; DEFAULT AND TERMINATION. UW and the City intend that the Development Agreement, GCB 1279 will be fully performed by the Effective Date, and that this O&M Agreement will remain in place and the City will maintain the Bryant Site Park in perpetuity. If the UW believes the City to be in default under this O&M Agreement (as amended, if applicable), including but not limited to failure of the City to maintain the Park to the Maintenance and Operations Standards, UW shall give the City thirty (30) days' notice to cure such default, setting forth with reasonable specificity the matters that need to be cured (the "Cure Notice"). If the City does not cure the defaults set forth in the Cure Notice, then the UW shall have the right to enter the Park and cure the defaults. Following any such entry and cure, the UW shall have the right to charge the City for the costs and expenses of the cure, including the allocated cost of UW personnel used to accomplish such cure, the costs of giving the Cure Notice including attorney fees incurred in the preparation thereof, plus an override of 25% for the UW administrative costs of giving notice and effecting the cure (the "UW Costs"). The City shall pay to UW the UW Costs within fifteen (15) days after receipt of a bill for such amounts. Any amount of UW Costs not timely paid by the City to UW shall bear interest at the rate of twelve percent (12%) per annum. Notwithstanding the foregoing, if the City disagrees with anything contained in a Cure Notice, then the City shall not be obligated to take any action or to pay any amounts until the Parties have undertaken the dispute resolution process described in Section 9 and all other remedies available to have been exhausted or abandoned.

SECTION 7. PARK NAME. The Bryant Site Park shall be named consistent with the Seattle Parks and Recreation Park Naming Procedures contained in SMC 18.08.010 or any successor ordinance. UW may propose names for consideration.

SECTION 8. FORCE MAJEURE. Neither Party hereto shall be liable to the other Party for any nonperformance, in whole or in part, of its obligations under this O&M Agreement caused by the occurrence of any contingencies beyond the reasonable control of the Parties, including but not limited to declared or undeclared war, sabotage, insurrection, riot, or other acts of civil disobedience, acts of a public enemy, acts or decrees of governments or agencies affecting this O&M Agreement, strikes, labor disputes, acts of third parties not within the control of the party whose performance is affected, shortages of fuel, failures of power, accidents, fires, explosions, floods or other acts of Force Majeure. If a Force Majeure event prevents the City from performing its duties under this O&M Agreement, then the City shall have a period of thirty (30) days after such Force Majeure event, to cure all defaults hereunder.

SECTION 9. DISPUTE RESOLUTION. The representatives designated under Section 3.6 MOA, GCB 1294 shall use their best efforts to resolve non-regulatory disputes between the Parties. If these individuals cannot resolve a dispute, the Director of Seattle Parks and Recreation's Planning and Development Division and UW Architect and Assistant Vice Provost for Campus Planning or such individuals' functional successors shall review the matter and attempt to resolve it. If they cannot resolve the dispute, the matter shall be reviewed by the Superintendent of Seattle Parks and Recreation and the UW Vice Provost for Planning and Budgeting. The Parties agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

SECTION 10. MISCELLANEOUS

10.1 Notices. Any demand, request or notice which either Party hereto desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered, when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States Mail in registered or certified form, return receipt requested, addressed as follows:

To UW:

<u>MAILING ADDRESS:</u> UW Real Estate Campus Box 359446 Seattle, WA 98195-9446 Phone: (206) 616-3400 Fax: (206) 685-1547	<u>COURIER/DELIVERY ADDRESS:</u> UW Real Estate 4333 Brooklyn Ave NE, T-12 Seattle, WA 98195-9446
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To City: Superintendent
Seattle Parks and Recreation
100 Dexter Avenue N.
Seattle, WA 98109

or to such other address and person as either party may communicate to the other by like written notice.

10.2 Relation to Other Agreements. This O&M Agreement is intended to implement, in part, the terms of the MOA, GCB 1294 between the City and UW and/or WSDOT.

10.3 No Modification Except in Writing. No amendment of, modification, or supplement to this O&M Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

10.4 Construction. The section headings throughout this O&M Agreement are for convenience and reference only and the words in them shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this O&M Agreement. All parties hereto have been represented by legal counsel in this transaction and accordingly waive the general rule of construction that an agreement shall be construed against its drafter.

10.5 Attorneys' Fees. In the event of litigation between the parties hereto, declaratory or otherwise, in connection with this Agreement, each party shall bear its own costs and attorneys' fees.

10.6 Assignment; Binding. Neither Party shall assign, transfer, or encumber its interest in this O&M Agreement or any rights or obligation hereunder without the prior written approval of the other Party, which approval shall be in the reasonable discretion of the City, and the sole discretion of the UW. Notwithstanding the foregoing, the City shall have the right to enter into contracts or other arrangements with other persons or entities for the operation and/or maintenance of the Parks or to contract for any other service required or allowed to be performed by the City under this O&M Agreement, but nothing in any such contract or the consent of UW thereto shall relieve the City from the consequences of any default under this O&M Agreement, whether the performance hereunder is by the City directly or by a contractor on its behalf. This O&M Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto (if any).

10.7 Applicable Law. This O&M Agreement shall be construed and interpreted under the laws of the State of Washington.

10.8 Counterparts. This O&M Agreement may be executed in any number of counterparts and all counterparts shall be deemed to constitute a single agreement. The execution and delivery of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts. The signatures to this O&M Agreement may be executed on separate pages and when attached to this O&M Agreement shall constitute one complete document.

10.9 Severability. If any term or provision of this O&M Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this O&M Agreement shall not be affected thereby, and each term and provision of this O&M Agreement shall be valid and enforceable to the fullest extent permitted by law.

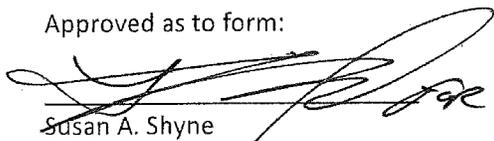
10.10 Waiver. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. The acceptance of any performance by the City after the time the same shall have become due shall not constitute a waiver by UW of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by UW in writing.

Signatures on the Following Page

In consideration of the terms, conditions, and covenants contained in the Development Agreement, GCB 1279, the Interagency Agreement, GCB 1291 and the MOA, GCB 1294, the Parties have executed this O&M Agreement as of the date(s) set forth with their signatures below.

CITY: City of Seattle  By: Christopher Williams Its: Superintendent, Department of Parks and Recreation Date: <u>August 19, 2013</u>	UW: The Board of Regents of the University of Washington  By: Jeanette L. Henderson Its: Director of Real Estate Date: <u>August 19, 2013</u>
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Approved as to form:


Susan A. Shyne
Special Assistant Attorney General

EXHIBITS

- Exhibit A: Bryant Site Legal Description
- Exhibit B: Operation and Maintenance Standards

EXHIBIT B

OPERATION AND MAINTENANCE STANDARDS

The CITY will operate and maintain, or cause to be operated and maintained, the Bryant Site park as follows:

1. The park shall be maintained so as to appear attractive and inviting to the public.
2. Sanitation and sanitary facilities shall be maintained in accordance with applicable state and local public health standards.
3. The park shall be kept reasonably safe for public use.
4. Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime, so as to prevent undue deterioration that would discourage public use.
5. The park shall be kept open for public use at reasonable hours and times of the year.
6. The park shall be open for the use of all segments of the public without restriction because of the race, creed, color, sex, religion, national origin or residence of the user.
7. The CITY will operate and maintain the park in accordance with all applicable federal, state, and local laws and regulations, including but not limited to Section 6(f) of the LWCFCA.

GCB 1291, EXHIBIT G, Page 1 of 4

After recording return document to:

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

Document Title: Quitclaim Deed

Reference Number of Related Document:

Grantor(s): City of Seattle

Grantee(s): State of Washington, Department of Transportation

Legal Description: A Ptn of the Harbor Area of Lk WA as depicted on said Shorelands Plat, adj. to GL 1 of S 21, T 25 North, R 4 E, W. M.

Additional Legal Description is on Page 4 .

Assessor's Tax Parcel Number: Ptn 212504-9144-00

QUITCLAIM DEED

State Route 520 SR 5 Vicinity to Evergreen Point Bridge.

The Grantor(s), **The City of Seattle, Department of Parks and Recreation**, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, convey(s) and quitclaim(s) to the **State of Washington, acting by and through its Department of Transportation**, Grantee, the following described real property, and any after acquired interest therein, situated in King County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

For legal description and additional conditions
See Exhibit A attached hereto and made a part hereof.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

**GCB 1291, EXHIBIT G, Page 3 of 4
QUITCLAIM DEED**

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____

James M. Salter

Acquisition Program Manager

Date: _____

**GCB 1291, EXHIBIT G, Page 4 of 4
QUITCLAIM DEED**

EXHIBIT A

Area B:

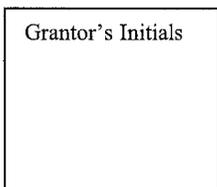
A portion of the Harbor Area of Lake Washington as depicted on said Shorelands Plat, adjacent to Government Lot 1 of Section 21, Township 25 North, Range 4 East, Willamette Meridian, more particularly described as follows:

Commencing at a United States Army Corps of Engineers brass monument designated as Point # 4013 on that certain record of Survey filed in the office of the King County Recorder under Recording Number 20120918900005; thence South 88°34'31" East a distance of 1903.80 feet to United States Army Corps of Engineers monument designated Point # 4020 of said record of Survey; thence North 88°34'31" West a distance of 27.87 feet to the plat, as depicted on the Plat of Lake Washington Shorelands Corner Numbered 36sub1 on the Inner Harbor Line; thence South 1°24'34" West a distance of 380.84 feet along said Inner Harbor Line to the TRUE POINT OF BEGINNING; thence South 86°23'33" East a distance of 219.13 Feet; thence South 48°39'12" East a distance of 176.40 feet to said Inner Harbor Line; thence along said Inner Harbor Line South 47°57'38" West a distance of 59.36 feet: thence leaving said Inner Harbor Line South 73°22'05" West a distance of 45.00 feet; thence South 16°37'56" East a distance of 21.37 feet to the Inner Harbor Line; thence along said Inner Harbor Line South 47°57'38" West a distance of 58.80 feet; thence continuing along said Inner Harbor Line North 88°34'34" West a distance of 232.27 feet; thence continuing along said Inner Harbor Line North 1°24'34" East a distance of 237.10 feet to the TRUE POINT OF BEGINNING.

Situate King County, Washington

The lands hereinabove described contain an area of 1.53 acres, more or less, the specific details concerning all of which are to be found on sheet 7 of that certain plan entitled SR 520, SR 5 Vicinity to Evergreen Point Bridge, now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval June 17, 2005, revised

Grantor's Initials



GCB 1291, EXHIBIT H, Page 1 of 12

After recording return document to:

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

Document Title: Temporary Easement

Reference Number of Related Document:

Grantor(s): City of Seattle, Department of Parks and Recreation

Grantee(s): State of Washington, Department of Transportation

Legal Description: Ptn Lot 2, Blk 11A, Lake Washington Shorelands

Additional Legal Description is on Page of Document.

Assessor's Tax Parcel Numbers: Ptns 212504HYDR, and 212504-9044-01

TEMPORARY EASEMENT

State Route 520

The Grantor(s), The City of Seattle, Department of Parks and Recreation, for and in consideration of TEN AND NO/100 (\$10.00) Dollars and other valuable consideration, convey(s) and grant(s) unto the State of Washington, acting by and through its Department of Transportation, and its assigns, Grantee, the exclusive right, privilege and easement over, upon, and across the hereinafter described lands for the purpose providing a work area for adjacent highway construction-related activities and operating all necessary machinery and equipment thereon under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

The temporary rights herein granted shall be effective as of the date of its mutual execution by the parties and shall terminate on the date that the Grantee completes all construction and related work in the area of the Grantor's property. Grantee shall provide written notice to the Grantor in recordable form of termination of this temporary easement.

The Grantee shall provide 30 days written notice prior to initiation of construction in the easement area.

RES-325

Page 1 of 12 Pages

FA No.
Project No.
Parcel Nos. 1-23228 &
1-23230

Revised 06/10

**GCB 1291, EXHIBIT H, Page 2 of 12
TEMPORARY EASEMENT**

Said lands being situated in King County, State of Washington, and described as follows:

For legal description and additional conditions
See Exhibits A & B attached hereto and made a part hereof.

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

Dated: _____, _____

THE CITY OF SEATTLE
Department of Parks and Recreation

Christopher Williams, Acting Superintendent

**GCB 1291, EXHIBIT H, Page 4 of 12
TEMPORARY EASEMENT**

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____
James M. Salter
Acquisition Program Manager

Date: _____

GCB 1291, EXHIBIT H, Page 5 of 12
TEMPORARY EASEMENT

EXHIBIT A

Terms & Conditions

1. **COMPLIANCE.** Grantee shall comply with all applicable statutes, ordinances, rules, regulations, orders and decisions issued by any federal, state, or local government body or agency established thereby relating to Grantee's construction and/or use of Grantor's property hereunder.
2. **GRANTOR'S USE OF AREA.** Upon Grantee's issuance of 30 calendar days notice the temporary easement property shall be used exclusively by the Grantee and/or its assigns. Grantor and/or its representative(s) may enter the easement area only upon obtaining the permission of the Grantee and agreeing to comply with any and all applicable safety requirements.
3. **RESTORATION.** Grantee is responsible for restoration of the property described herein to a condition the same as, or better than the property was in prior to the Grantee's use, and suitable for recreational use.
4. **INSURANCE.** The Grantee is an agency of the State of Washington, and warrants that it is self-insured against liability claims in accordance with the risk management and -tort claims statutes, including Ch. 4.92 RCW and RCW 43.41.280, *et seq.* The tort claims procedure, RCW 4.92.100, *et seq.*, provides the fundamental remedy for all tort liability claims against the Grantee its officers, employees, and agents acting as such and all such claims must be filed and processed as provided therein. In addition, Grantee warrants that its construction contracts require its contractor to obtain the insurance coverage set out in section 1-07.18 of the 2012 Standard Specifications for Road, Bridge, and Municipal Construction, a copy of which is attached as Exhibit C.
5. **INDEMNITY.** Grantee agrees to indemnify, defend and hold Grantor, its successors and assigns, agents, employees, harmless from and against any and all causes of action, claims, liens, liability and costs (including but not limited to reasonable attorney's fees and costs), arising from the exercise of Grantee's rights, duties and obligations under this Easement, including, without limitation, occurring as a result of: (i) use of the property herein described by Grantee or its employees, agents, contractors, successors and assigns, or (ii) nonpayment of any party providing labor, material or services at the request of or for the benefit of Grantee; provided that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person or property caused by acts or omissions constituting negligence of Grantor, its agents, employees or contractors. If any mechanics lien is filed against Grantor's Property as a result of any contractor, subcontractor or other person performing work or

**GCB 1291, EXHIBIT H, Page 6 of 12
TEMPORARY EASEMENT**

providing materials at the request of or for the benefit of Grantee, then Grantee shall immediately after receiving notice of such lien take all action necessary to cause the release of such lien from Grantor's Property. This Section shall survive termination or expiration of this Easement.

6. AMENDMENT This easement may be amended only by a written instrument executed by both the Grantor and Grantee and recorded in the real property records of King County.

7. NOTICE. All notices or requests required or permitted under this Temporary Easement shall be in writing and a) shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by nationally recognized overnight courier and b) shall be deemed given when so delivered and received at the addresses shown below:

Grantor: Seattle Parks & Recreation
Christopher Williams, Acting Superintendent
100 Dexter Ave N
Seattle, WA 98109

Grantee: WSDOT
Kerry Pihlstrom, Engineering Manager
I-5 to Medina Bridge Replacement and HOV Project
999 Third Avenue, Suite 900
Seattle, WA 98104

With a copy to:
Acquisition Program Manager
WSDOT Real Estate Services

Mailing Address:
PO Box 47338
Olympia, WA 98504-7338

Delivery Address:
7345 Linderson Way SW
Tumwater, WA 98501

8. The Temporary Easement may be executed in counterparts.

**GCB 1291, EXHIBIT H, Page 7 of 12
TEMPORARY EASEMENT**

**EXHIBIT B
LEGAL DESCRIPTION**

Area C2, and D1

Area C2:

A PORTION OF BLOCK 12, SHEET 13 OF LAKE WASHINGTON SHORELANDS, FILED IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS ON THE 19TH DAY OF AUGUST, 1921, LYING ADJACENT TO FRACTIONAL SECTION 21, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A UNITED STATES ARMY CORPS OF ENGINEERS BRASS MONUMENT DESIGNATED AS POINT NUMBER 4013 ON THAT CERTAIN RECORD OF SURVEY FILED IN THE OFFICE OF THE KING COUNTY RECORDER UNDER AUDITOR'S FILE NUMBER 20120918900005; THENCE S 88°34'31" E A DISTANCE OF 1903.80 FEET TO A UNITED STATES ARMY CORPS OF ENGINEERS MONUMENT DESIGNATED POINT NUMBER 4020 ON SAID RECORD OF SURVEY; THENCE N 88°34'31" W A DISTANCE OF 27.87 FEET TO CORNER NUMBER 36sub1 ON THE INNER HARBOR LINE OF THE LAKE WASHINGTON SHORELANDS; THENCE ALONG SAID INNER HARBOR LINE S 1°24'34" W A DISTANCE OF 380.84 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SR 520; THENCE ALONG SAID RIGHT-OF-WAY S 86°23'33" E A DISTANCE OF 219.13 FEET; THENCE CONTINUING ON SAID RIGHT-OF-WAY S 48°39'12" E A DISTANCE OF 206.43 FEET; THENCE ALONG THE RIGHT-OF-WAY N 73°22'05" E A DISTANCE OF 50.00 FEET; THENCE 509.50 FEET ALONG SAID RIGHT-OF-WAY ON AN CURVE TO THE RIGHT, HAVING A RADIUS OF 1532.39 FEET, THE CHORD OF WHICH BEARS N 82°53'34" E FOR A DISTANCE OF 507.15 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S 87°34'56" E A DISTANCE OF 64.67 FEET TO THE WEST LINE OF SAID BLOCK 12, AND POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S 87°34'56" E A DISTANCE OF 126.11 FEET; THENCE ALONG SAID RIGHT-OF-WAY 55.30 FEET ON AN CURVE TO THE RIGHT, HAVING A RADIUS OF 458.10 FEET, THE CHORD OF WHICH BEARS N 63°16'21" E FOR A DISTANCE OF 55.27 FEET; THENCE S 88°11'40" W A DISTANCE OF 159.34 FEET; THENCE S 47°57'38" W A DISTANCE OF 21.67 FEET TO THE POINT OF BEGINNING.

RES-325

Page 7 of 12 Pages

Parcel No.1-23328, &
1-23230

**GCB 1291, EXHIBIT H, Page 8 of 12
TEMPORARY EASEMENT**

SITUATE KING COUNTY, WASHINGTON

THE ABOVE DESCRIBED PARCEL CONTAINS +/- 0.06 ACRES.

Area D1:

A PORTION OF LAKESIDE BOULEVARD, SHEET 13 OF LAKE WASHINGTON SHORELANDS, FILED IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS ON THE 19TH DAY OF AUGUST, 1921, LYING ADJACENT TO FRACTIONAL SECTIONS 21, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

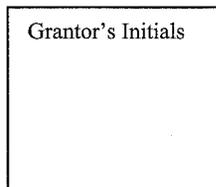
COMMENCING AT NATIONAL GEODETIC SURVEY STATION "HUSK"; THENCE S 87°43'53" E A DISTANCE OF 2712.25 FEET TO NATIONAL GEODETIC SURVEY STATION "FOSTER MAG STA 1940 RM1"; THENCE S 46°09'10" E A DISTANCE OF 170.24 FEET TO NATIONAL GEODETIC SURVEY STATION "FOSTER MAGNETIC STATION 1940"; THENCE S 74°35'58" W A DISTANCE OF 1096.91 FEET TO THE POINT OF BEGINNING;

THENCE S 15°08'08" W A DISTANCE OF 11.06 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SR 520; THENCE ALONG THE RIGHT-OF-WAY N 77°39'26" W A DISTANCE OF 66.02 FEET, WHICH POINT BEARS S 67°57'21" W A DISTANCE OF 1081.17 FEET FROM NATIONAL GEODETIC SURVEY STATION "FOSTER MAG STA 1940 RM1"; THENCE S 87°04'45" E A DISTANCE OF 67.47 FEET TO THE POINT OF BEGINNING.

SITUATE KING COUNTY, WASHINGTON

THE ABOVE DESCRIBED PARCEL CONTAINS +/- 0.01 ACRES.

Grantor's Initials



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TEMPORARY EASEMENT**

EXHIBIT C

1-07.18 Public Liability and Property Damage Insurance

The Contractor shall obtain and keep in force the following policies of insurance. The policies shall be with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.05. Unless otherwise indicated below, the policies shall be kept in force from the execution date of the Contract until the date of acceptance by the Secretary (Section 1-05.12).

1. Owners and Contractors Protective (OCP) Insurance providing bodily injury and property damage liability coverage, with limits of \$3,000,000 per occurrence and per project in the aggregate for each policy period, written on Insurance Services Office (ISO) form CG0009 1204, together with Washington State Department of Transportation amendatory endorsement CG 2908 1195, specifying the Contracting Agency, the State, the Governor, the Commission, the Secretary, the Department, and all officers and employees of the State as named insured.
2. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its equivalent, with minimum limits of \$3,000,000 per occurrence and in the aggregate for each 1-year policy period. This coverage may be any combination of primary, umbrella, or excess liability coverage affording total liability limits of not less than \$3,000,000 per occurrence and in the aggregate. Products and completed operations coverage shall be provided for a period of 3 years following Substantial Completion of the Work.
3. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and nonowned vehicles assigned to or used in the performance of the Work, with a combined single limit of not less than \$1,000,000 per occurrence. This coverage may be any combination of primary, umbrella, or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence, with the State named as an additional insured or designated insured in connection with the Contractor's Performance of the Contract. If pollutants are to be transported, MCS 90 and CA 99 48 endorsements are required on the Commercial Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy.
4. The Contractor shall be Named Insured and the Contracting Agency, the State, the Governor, the Commission, the Secretary, the Department, all officers and employees of the State, and their respective members, directors, officers, employees, agents, and consultants (collectively the "Additional Insureds") shall be included as Additional Insureds for all policies and coverages specified in this Section, with the

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TEMPORARY EASEMENT

exception of the OCP policy. Said insurance coverage shall be primary and noncontributory insurance with respect to the insureds and the Additional Insureds. Any insurance or self-insurance beyond that specified in this Contract that is maintained by any Additional Insured shall be in excess of such insurance and shall not contribute with it. All insurance coverage required by this Section shall be written and provided by "occurrence-based" policy forms rather than by "claims made" forms. All endorsements adding Additional Insureds to required policies shall be issued on (i) form CG 20 10 11 85 or a form deemed equivalent by the Contracting Agency, providing the Additional Insureds with all policies and coverages set forth in this Section, with the exception of the OCP and Commercial Auto policies or (ii) form CA 20 48 or forms deemed equivalent by Contracting Agency, providing the Additional Insureds with all coverages required under the Commercial Automobile Liability.

5. The coverage limits to be provided by the Contractor for itself and to the Contracting Agency and Additional Insureds pursuant to this Section or any Special Provision, shall be on a "per project" aggregate basis with the minimum limits of liability as set forth herein for both general liability and products/completed operations claims. The additional insured coverage required under this Section for products/completed operations claims shall remain in full force and effect for not less than 3 years following Substantial Completion of the project. If the Contractor maintains, at any time, coverage limits for itself in excess of limits set forth in this Section 1-07.18 or any Special Provision, then those additional coverage limits shall also apply to the Contracting Agency and the Additional Insured. This includes, but is not limited to, any coverage limits provided under any risk financing program of any description, whether such limits are primary, excess, contingent, or otherwise.

6. All insurance policies and coverages required under Sections 1-07.18 and 1-07.10 shall contain a waiver of subrogation against the Contracting Agency, the State, and any Additional Insureds, and their respective departments, agencies, boards, and commissions, and their respective officers, officials, agents, and employees for losses arising from Work performed by or on behalf of the Contractor. This waiver has been mutually negotiated by the parties.

7. Where applicable, the Contractor shall cause each Subcontractor to provide insurance that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, in circumstances where the Subcontractor is not covered by the Contractor-provided insurance. The Contractor shall have sole responsibility for determining the limits of coverage required, if any, to be obtained by Subcontractors, which determination shall be made in accordance with reasonable and prudent business practices. In the event that a Subcontractor is required to add the Contractor as an Additional Insured pursuant to its contract for Work at the Project, then the Contractor shall also cause each Subcontractor

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TEMPORARY EASEMENT

to include the Contracting Agency and the Additional Insureds, as Additional Insureds as well, for primary and noncontributory limits of liability under each Subcontractor's Commercial General Liability, Commercial Automobile Liability, and any other coverages that may be required pursuant to a "Special Provision".

8. Unless specifically noted otherwise in the Contract Documents, the parties to this Contract do not intend by any of the provisions of this Contract to cause the public or any member thereof or any other Person to be a third-party beneficiary of the Contract Documents. Nothing in this Contract authorizes anyone not a party to this Contract or a designated third-party beneficiary to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. It is the further intent of the Contracting Agency and the Contractor in executing the Form of Contract that no individual, firm, corporation, or any combination thereof that supplies materials, labor, services, or equipment to the Contractor for the performance of the Work shall become thereby a third-party beneficiary of this Contract. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Contracting Agency and a Subcontractor or any other Person except the Contractor.

9. The Owners and Contractors Protective Insurance policy shall not be subject to a deductible or contain provisions for a deductible. The Commercial General Liability policy and the Commercial Automobile Liability Insurance policy may, at the discretion of the Contractor, contain such provisions. If a deductible applies to any claim under these policies, then payment of that deductible will be the responsibility of the Contractor, notwithstanding any claim of liability against the Contracting Agency. However, in no event shall any provision for a deductible provide for a deductible in excess of \$50,000.00.

10. With the exception of the Commercial Automobile liability coverage, no policies of insurance required under this Section shall contain an arbitration or alternative dispute resolution clause applicable to disputes between the insurer and its insureds. Any and all disputes concerning (i) terms and scope of insurance coverage afforded by the policies required hereunder and/or (ii) extra contractual remedies and relief, which may be afforded policy holders in connection with coverage disputes, shall be resolved in Washington Superior Court, applying Washington law.

11. Prior to Contract execution, the Contractor shall file with the Department of Transportation, Contract Payment Section, PO Box 47420, Olympia, WA 98504-7420, ACORD Form Certificates of Insurance evidencing the minimum insurance coverages required under these Specifications. Within 30 days of being awarded a Contract, the Contractor shall provide the Department with complete copies, which may be electronic copies, of all insurance policies required under this Section and any Special

GCB 1291, EXHIBIT H, Page 12 of 12
TEMPORARY EASEMENT

Provisions.

12. The Contractor shall provide written notice to the Engineer of any policy cancellations and provide the Department of Transportation, Contract Payment Section, PO Box 47420, Olympia, WA 98504-7420, by U.S. Mail, notice of any policy cancellation within two business days of receipt of cancellation.

13. Failure on the part of the Contractor to maintain the insurance as required, or not to provide certification and copies of the insurance prior to the time specified in Subsection 11 above, shall constitute a material breach of Contract upon which the Contracting Agency may, after giving 5-business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the unit Contract prices and no additional payment will be made.

GCB1291, EXHIBIT I, Page 1 of 5

After recording return document to:

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

Document Title: Quitclaim Deed

Reference Number of Related Document: N/A

Grantor(s): Board of Regents of the University of Washington

Grantee(s): State of Washington, Department of Transportation

Legal Description: Ptn of Blks 16 and 17, Lake Washington Shore Lands, filed in the office of the Commissioner of Public Lands on the 19th day of August, 1921

Additional Legal Description is on Exhibit A of Document.

Assessor's Tax Parcel Number: Ptns 411460-0275-00

QUITCLAIM DEED

State Route 520. SR 5 Vicinity to Evergreen Point Bridge

The Grantor(s), **Board of Regents of the University of Washington**, a state institution of higher education and an agency of the State of Washington, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, convey(s) and quitclaim(s) to the **State of Washington, acting by and through its Department of Transportation**, Grantee, the following described real property, and any after acquired interest therein, situated in King County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain if and to the extent such rights are applicable to the described real property:

For legal description and additional conditions
See Exhibit A attached hereto and made a part hereof.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

**GCB 1291, EXHIBIT I, Page 3 of 5
QUITCLAIM DEED**

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____

James M. Salter

Acquisition Program Manager

Date: _____

GCB 1291, EXHIBIT I, Page 4 of 5
QUITCLAIM DEED

EXHIBIT A

Area D

A portion of Blocks 16 And 17, Lake Washington Shore Lands, filed in the office of the Commissioner of Public Lands on the 19th day of August, 1921, lying adjacent to fractional Sections 21 and 22, Township 25 North, Range 4 East, Willamette Meridian, and Government Lot 5, said Section 21, and Government Lot 1, said Section 22, more particularly described as follows:

Commencing at National Geodetic Survey Station "Husk"; thence South 87°43'53" East a distance of 2712.25 feet to National Geodetic Survey Station "Foster Mag Sta 1940 Rm1"; thence South 46°09'10" East a distance of 170.24 feet to National Geodetic Survey Station "Foster Magnetic Station 1940"; thence South 62°27'59" East a distance of 485.92 feet to Corner Number 39sub1 on the Inner Harbor Line of the Lake Washington Shore Lands, being the Northeast corner of said Block 17; thence along said Inner Harbor Line South 1°08'08" West a distance of 317.61 Feet to the TRUE POINT OF BEGINNING; thence continuing along said Harbor Line South 1°08'08" West a distance of 15.44 feet to the SR 520 Right-Of-Way line per Right-Of-Way Plat SR972; thence along said right-of-way line North 83°21'56" West a distance of 601.30 feet to line between Sections 21 & 22, which is also the line between Blocks 16 And 17, which point bears North 2°1'15" East a distance of 986.07 feet from the meander corner 21-22 on the South end of Foster Island; thence continuing along said right-of-way line North 83°21'56" West a distance of 333.88 feet; thence along said right-of-way line North 67°33'55" West a distance of 144.79 feet; thence along said right-of-way line North 77°39'26" West a distance of 278.36 feet to a point on a curve in the Northerly right-of-way line of SR 520, which point bears South 60°06'34" West a distance of 908.47 feet from National Geodetic Survey Station "Foster Mag Sta 1940 Rm1"; thence Easterly 81.87 feet along the right-of-way on a curve to the right, having a radius of 4220.00 feet, the chord of which bears South 82°37'30" East for a distance of 81.87 feet; thence South 82°04'10" East a distance of 236.99 feet; thence South 80°46'32" East a distance of 428.49 feet to the line between Sections 21 & 22; thence South 80°46'32" East a distance of 578.83 feet; thence 24.92 feet along a curve to the left, having a radius of 8328.00 feet, the chord of which bears South 83°48'05" East for a distance of 24.92 feet to the East line of said Block 17 and the TRUE POINT OF BEGINNING.

Situate King County, Washington

**GCB 1291, EXHIBIT I, Page 5 of 5
QUITCLAIM DEED**

The lands hereinabove described contain an area of 0.95 acres, more or less, the specific details concerning all of which are to be found on sheets 8 and 9 of that certain plan entitled SR 520, SR 5 Vicinity to Evergreen Point Bridge, now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval June 17, 2005, revised _____.

Grantor's Initials

GCB 1291, EXHIBIT J, Page 1 of 12

After recording return document to:

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

Document Title: Temporary Easement

Reference Number of Related Document:

Grantor(s): Board of Regents of the University of Washington

Grantee(s): State of Washington, Department of Transportation

Legal Description: Ptn L2 B11A, Supp Map of Lk Washington Shore Lands and Ptn Blks 16 and 17, Lake Washington Shore Lands

Additional Legal Description is on Exhibit B of Document.

Assessor's Tax Parcel Numbers: Ptn 411610-0010-09, & 411460-0275-00

TEMPORARY EASEMENT

State Route 520, SR 5 Vicinity to Evergreen Point Bridge

Grantor, The University of Washington, for and in consideration of ten dollars and other valuable consideration in hand paid, hereby conveys and grants unto the State of Washington, acting by and through its Department of Transportation, and its assigns, ("Grantee"), a temporary exclusive right, privilege and easement over, upon, and across the hereinafter described lands (the "Easement Area") for the purpose providing a work area for adjacent highway construction-related activities and operating all necessary machinery and equipment thereon under the imminent threat of the Grantee's exercise of its rights of Eminent Domain if and to the extent such rights are applicable to the described real property.

The temporary rights herein granted shall be effective as of the date of recording, following the execution by the parties hereto, and shall terminate on the date that the Grantee completes all construction and restoration work in the Easement Area of the Grantor's property. Grantee shall provide written notice to the Grantor in recordable form of termination of this temporary easement.

The Grantee shall provide 30 days written notice prior to initiation of construction in

RES-325
Revised 06/10
42513

Page 1 of 12 Pages

FA No.
Project No.
Parcel No. 1-23226 & 29

**GCB 1291, EXHIBIT J, Page 2 of 12
TEMPORARY EASEMENT**

the Easement Area.

Said lands being situated in King County, State of Washington, and described as follows:

For legal description and additional conditions
See Exhibits A, B & C attached hereto and made a part hereof.

It is understood and agreed that delivery of this Temporary Easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

BOARD OF REGENTS OF THE
UNIVERSITY OF WASHINGTON

By _____ Date: _____
Jeanette Henderson, Director of Real Estate

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____
James M. Salter
Acquisition Program Manager

Date: _____

GCB 1291, EXHIBIT J, Page 4 of 12
TEMPORARY EASEMENT

EXHIBIT A

Terms & Conditions

1. **COMPLIANCE.** Grantee shall comply with all applicable statutes, ordinances, rules, regulations, orders and decisions issued by any federal, state, or local government body or agency established thereby relating to Grantee's construction and/or use of Grantor's property hereunder.
2. **GRANTOR'S USE OF AREA.** Upon Grantee's issuance of 30 calendar days' notice to Grantor, Grantee shall have the right to fence the Easement Area, and thereafter through the term of this Easement, the Easement Area shall be used exclusively by the Grantee and/or its assigns. After fencing is constructed, Grantor and/or its representative(s) may enter the Easement Area only with the consent of the Grantee and in compliance with any and all applicable safety requirements.
3. **RESTORATION.** Grantee is responsible for restoration of the Grantor property described herein, including the Easement Area, to a condition the same as, or better than the property was in prior to the Grantee's use, and suitable for passive recreational use in accordance with the requirements of Section 6(f) of the Land and Water Conservation Fund Act.
4. **INSURANCE.** The Grantee is an agency of the State of Washington, and warrants that it is self-insured against liability claims in accordance with the risk management and -tort claims statutes, including Ch. 4.92 RCW and RCW 43.41.280, *et seq.* The tort claims procedure, RCW 4.92.100, *et seq.*, provides the fundamental remedy for all tort liability claims against the Grantee its officers, employees, and agents acting as such and all such claims must be filed and processed as provided therein. In addition, Grantee warrants that its construction contracts require its contractor to obtain the insurance coverage set out in section 1-07.18 of the 2012 Standard Specifications for Road, Bridge, and Municipal Construction, a copy of which is attached as Exhibit C.
5. **INDEMNITY.** Grantee agrees to indemnify, defend and hold Grantor, its successors and assigns, agents, employees, harmless from and against any and all causes of action, claims, liens, liability and costs (including but not limited to reasonable attorney's fees and costs), arising from the exercise of Grantee's rights, duties and obligations under this Easement, including, without limitation, occurring as a result of: (i) use of the property herein described by Grantee or its employees, agents, contractors, successors and assigns, or (ii) nonpayment of any party providing labor, material or services at the request of or for the benefit of Grantee; provided that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person or property caused by acts or omissions constituting negligence of Grantor, its agents, employees or contractors. If any mechanics lien is filed against Grantor's Property as a result of any contractor, subcontractor or other person performing work or

**GCB 1291, EXHIBIT J, Page 5 of 12
TEMPORARY EASEMENT**

providing materials at the request of or for the benefit of Grantee, then Grantee shall immediately after receiving notice of such lien take all action necessary to cause the release of such lien from Grantor's Property. This Section shall survive termination or expiration of this Easement.

6. AMENDMENT This Temporary Easement may be amended only by a written instrument executed by both the Grantor and Grantee and recorded in the real property records of King County, Washington.

7. NOTICE. All notices or requests required or permitted under this Temporary Easement shall be in writing and a) shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by nationally recognized overnight courier and b) shall be deemed given when so delivered and received at the addresses shown below:

Grantor:

University of Washington
Mailing Address:
UW Real Estate
T12 Campus Box 359446
Seattle, WA 98195-9446

Delivery Address:
UW Real Estate
4333 Brooklyn Ave NE, T12
Seattle, WA 98195-9446

Grantee:

WSDOT
Kerry Pihlstrom, Engineering Manager
I-5 to Medina Bridge Replacement and HOV Project
999 Third Avenue, Suite 900
Seattle, WA 98104

With a copy to:
Acquisition Program Manager
WSDOT Real Estate Services

Mailing Address:
PO Box 47338
Olympia, WA 98504-7338

**GCB 1291, EXHIBIT J, Page 6 of 12
TEMPORARY EASEMENT**

Delivery Address:
7345 Linderson Way SW
Tumwater, WA 98501

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TEMPORARY EASEMENT

EXHIBIT B
LEGAL DESCRIPTION

Area C1

A PORTION OF LOT 2 BLOCK 11A, SHEET 13 OF LAKE WASHINGTON SHORELANDS, FILED IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS ON THE 19TH DAY OF AUGUST, 1921, LYING ADJACENT TO FRACTIONAL SECTION 21, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A UNITED STATES ARMY CORPS OF ENGINEERS BRASS MONUMENT DESIGNATED AS POINT NUMBER 4013 ON THAT CERTAIN RECORD OF SURVEY FILED IN THE OFFICE OF THE KING COUNTY RECORDER UNDER AUDITOR'S FILE NUMBER 20120918900005; THENCE S 88°34'31" E A DISTANCE OF 1903.80 FEET TO A UNITED STATES ARMY CORPS OF ENGINEERS MONUMENT DESIGNATED POINT NUMBER 4020 ON SAID RECORD OF SURVEY; THENCE N 88°34'31" W A DISTANCE OF 27.87 FEET TO CORNER NUMBER 36sub1 ON THE INNER HARBOR LINE OF THE LAKE WASHINGTON SHORELANDS; THENCE ALONG SAID INNER HARBOR LINE S 1°24'34" W A DISTANCE OF 380.84 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SR 520; THENCE ALONG SAID RIGHT-OF-WAY S 86°23'33" E A DISTANCE OF 219.13 FEET; THENCE CONTINUING ON SAID RIGHT-OF-WAY S 48°39'12" E A DISTANCE OF 206.43 FEET; THENCE ALONG THE RIGHT-OF-WAY N 73°22'05" E A DISTANCE OF 50.00 FEET; THENCE 126.07 FEET ALONG SAID RIGHT OF WAY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1532.39 FEET, THE CHORD OF WHICH IS N 75°43'29" E FOR A DISTANCE OF 126.03 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG RIGHT OF WAY 303.14 FEET ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1532.39 FEET, THE CHORD OF WHICH IS N 83°44'56" E FOR A DISTANCE OF 302.65 FEET TO THE EASTERLY BOUNDARY OF SAID LOT 2; THENCE ALONG SAID EAST BOUNDARY N 47°57'39" E A DISTANCE OF 6.10 FEET; THENCE S 86°06'02" W A DISTANCE OF 190.05 FEET; THENCE S 84°51'13" W A DISTANCE OF 99.30 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 2; THENCE S 47°57'38" W A DISTANCE OF 22.71 FEET TO THE POINT OF BEGINNING.

SITUATE KING COUNTY, WASHINGTON

THE ABOVE DESCRIBED PARCEL CONTAINS +/- 0.03 ACRES.

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TEMPORARY EASEMENT

Area D2

A PORTION OF BLOCKS 16 AND 17, SHEET 13 OF LAKE WASHINGTON SHORELANDS, FILED IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS ON THE 19TH DAY OF AUGUST, 1921, LYING ADJACENT TO FRACTIONAL SECTIONS 21 AND 22, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NATIONAL GEODETIC SURVEY STATION "HUSK"; THENCE S 87°43'53" E A DISTANCE OF 2712.25 FEET TO NATIONAL GEODETIC SURVEY STATION "FOSTER MAG STA 1940 RM1"; THENCE S 46°09'10" E A DISTANCE OF 170.24 FEET TO NATIONAL GEODETIC SURVEY STATION "FOSTER MAGNETIC STATION 1940"; THENCE S 62°27'59" E A DISTANCE OF 485.92 FEET TO CORNER NUMBER 39sub1 ON THE INNER HARBOR LINE OF THE LAKE WASHINGTON SHORELANDS, BEING THE NORTHEAST CORNER OF SAID BLOCK 17; THENCE ALONG SAID INNER HARBOR LINE S 1°08'08" W A DISTANCE OF 245.39 FEET TO THE POINT OF BEGINNING;

THENCE N 84°57'53" W A DISTANCE OF 44.98 FEET; THENCE N 81°22'51" W A DISTANCE OF 556.77 FEET TO THE SECTION LINE BETWEEN SAID SECTIONS 21 AND 22; THENCE CONTINUING N 81°22'51" W A DISTANCE OF 49.60 FEET; THENCE N 82°57'48" W A DISTANCE OF 285.01 FEET; THENCE N 83°48'22" W A DISTANCE OF 260.01 FEET; THENCE N 85°16'29" W A DISTANCE OF 180.10 FEET; THENCE N 87°04'45" W A DISTANCE OF 118.53 FEET, WHICH POINT BEARS S 74°35'58" W A DISTANCE OF 1096.91 FEET FROM NATIONAL GEODETIC SURVEY STATION "FOSTER MAGNETIC STATION 1940"; THENCE S 15°08'08" W A DISTANCE OF 11.06 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SR 520; THENCE ALONG THE RIGHT-OF-WAY S 77°39'26" E A DISTANCE OF 153.56 FEET; THENCE 81.87 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 4220.00 FEET, THE CHORD OF WHICH BEARS S 82°37'30" E FOR A DISTANCE OF 81.87 FEET; THENCE S 82°04'10" E A DISTANCE OF 236.99 FEET; THENCE S 80°46'32" E A DISTANCE OF 428.49 FEET TO THE LINE BETWEEN SECTIONS 21 & 22; THENCE S 80°46'32" E A DISTANCE OF 578.83 FEET; THENCE 24.92 FEET LONG A CURVE TO THE LEFT, HAVING A RADIUS OF 8328.00 FEET, THE CHORD OF WHICH BEARS S 83°48'05" E FOR A DISTANCE OF 24.92 FEET TO THE EAST LINE OF SAID BLOCK 17; THENCE N 1°08'08" E A DISTANCE OF 72.22 FEET TO THE POINT OF BEGINNING.

SITUATE KING COUNTY, WASHINGTON

THE ABOVE DESCRIBED PARCEL CONTAINS +/-1.87 ACRES.

Grantor's Initials

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TEMPORARY EASEMENT

EXHIBIT C

1-07.18 Public Liability and Property Damage Insurance

The Contractor shall obtain and keep in force the following policies of insurance. The policies shall be with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.05. Unless otherwise indicated below, the policies shall be kept in force from the execution date of the Contract until the date of acceptance by the Secretary (Section 1-05.12).

1. Owners and Contractors Protective (OCP) Insurance providing bodily injury and property damage liability coverage, with limits of \$3,000,000 per occurrence and per project in the aggregate for each policy period, written on Insurance Services Office (ISO) form CG0009 1204, together with Washington State Department of Transportation amendatory endorsement CG 2908 1195, specifying the Contracting Agency, the State, the Governor, the Commission, the Secretary, the Department, and all officers and employees of the State as named insured.

2. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its equivalent, with minimum limits of \$3,000,000 per occurrence and in the aggregate for each 1-year policy period. This coverage may be any combination of primary, umbrella, or excess liability coverage affording total liability limits of not less than \$3,000,000 per occurrence and in the aggregate. Products and completed operations coverage shall be provided for a period of 3 years following Substantial Completion of the Work.

3. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and nonowned vehicles assigned to or used in the performance of the Work, with a combined single limit of not less than \$1,000,000 per occurrence. This coverage may be any combination of primary, umbrella, or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence, with the State named as an additional insured or designated insured in connection with the Contractor's Performance of the Contract. If pollutants are to be transported, MCS 90 and CA 99 48 endorsements are required on the Commercial Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy.

4. The Contractor shall be Named Insured and the Contracting Agency, the State, the Governor, the Commission, the Secretary, the Department, all officers and employees of the State, and their respective members, directors, officers, employees, agents, and consultants (collectively the "Additional Insureds") shall be included as Additional Insureds for all policies and coverages specified in this Section, with the exception of the OCP policy. Said insurance coverage shall be primary and noncontributory insurance with respect to the insureds and the Additional Insureds. Any insurance or self-insurance beyond that specified in this Contract that is maintained by any Additional

GCB 1291, EXHIBIT J, Page 10 of 12
TEMPORARY EASEMENT

Insured shall be in excess of such insurance and shall not contribute with it. All insurance coverage required by this Section shall be written and provided by "occurrence-based" policy forms rather than by "claims made" forms. All endorsements adding Additional Insureds to required policies shall be issued on (i) form CG 20 10 11 85 or a form deemed equivalent by the Contracting Agency, providing the Additional Insureds with all policies and coverages set forth in this Section, with the exception of the OCP and Commercial Auto policies or (ii) form CA 20 48 or forms deemed equivalent by Contracting Agency, providing the Additional Insureds with all coverages required under the Commercial Automobile Liability.

5. The coverage limits to be provided by the Contractor for itself and to the Contracting Agency and Additional Insureds pursuant to this Section or any Special Provision, shall be on a "per project" aggregate basis with the minimum limits of liability as set forth herein for both general liability and products/completed operations claims. The additional insured coverage required under this Section for products/completed operations claims shall remain in full force and effect for not less than 3 years following Substantial Completion of the project. If the Contractor maintains, at any time, coverage limits for itself in excess of limits set forth in this Section 1-07.18 or any Special Provision, then those additional coverage limits shall also apply to the Contracting Agency and the Additional Insured. This includes, but is not limited to, any coverage limits provided under any risk financing program of any description, whether such limits are primary, excess, contingent, or otherwise.

6. All insurance policies and coverages required under Sections 1-07.18 and 1-07.10 shall contain a waiver of subrogation against the Contracting Agency, the State, and any Additional Insureds, and their respective departments, agencies, boards, and commissions, and their respective officers, officials, agents, and employees for losses arising from Work performed by or on behalf of the Contractor. This waiver has been mutually negotiated by the parties.

7. Where applicable, the Contractor shall cause each Subcontractor to provide insurance that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, in circumstances where the Subcontractor is not covered by the Contractor-provided insurance. The Contractor shall have sole responsibility for determining the limits of coverage required, if any, to be obtained by Subcontractors, which determination shall be made in accordance with reasonable and prudent business practices. In the event that a Subcontractor is required to add the Contractor as an Additional Insured pursuant to its contract for Work at the Project, then the Contractor shall also cause each Subcontractor to include the Contracting Agency and the Additional Insureds, as Additional Insureds as well, for primary and noncontributory limits of liability under each Subcontractor's Commercial General Liability, Commercial Automobile Liability, and any other coverages that may be required pursuant to a "Special Provision".

GCB 1291, EXHIBIT J, Page 11 of 12
TEMPORARY EASEMENT

8. Unless specifically noted otherwise in the Contract Documents, the parties to this Contract do not intend by any of the provisions of this Contract to cause the public or any member thereof or any other Person to be a third-party beneficiary of the Contract Documents. Nothing in this Contract authorizes anyone not a party to this Contract or a designated third-party beneficiary to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. It is the further intent of the Contracting Agency and the Contractor in executing the Form of Contract that no individual, firm, corporation, or any combination thereof that supplies materials, labor, services, or equipment to the Contractor for the performance of the Work shall become thereby a third-party beneficiary of this Contract. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Contracting Agency and a Subcontractor or any other Person except the Contractor.

9. The Owners and Contractors Protective Insurance policy shall not be subject to a deductible or contain provisions for a deductible. The Commercial General Liability policy and the Commercial Automobile Liability Insurance policy may, at the discretion of the Contractor, contain such provisions. If a deductible applies to any claim under these policies, then payment of that deductible will be the responsibility of the Contractor, notwithstanding any claim of liability against the Contracting Agency. However, in no event shall any provision for a deductible provide for a deductible in excess of \$50,000.00.

10. With the exception of the Commercial Automobile liability coverage, no policies of insurance required under this Section shall contain an arbitration or alternative dispute resolution clause applicable to disputes between the insurer and its insureds. Any and all disputes concerning (i) terms and scope of insurance coverage afforded by the policies required hereunder and/or (ii) extra contractual remedies and relief, which may be afforded policy holders in connection with coverage disputes, shall be resolved in Washington Superior Court, applying Washington law.

11. Prior to Contract execution, the Contractor shall file with the Department of Transportation, Contract Payment Section, PO Box 47420, Olympia, WA 98504-7420, ACORD Form Certificates of Insurance evidencing the minimum insurance coverages required under these Specifications. Within 30 days of being awarded a Contract, the Contractor shall provide the Department with complete copies, which may be electronic copies, of all insurance policies required under this Section and any Special Provisions.

12. The Contractor shall provide written notice to the Engineer of any policy cancellations and provide the Department of Transportation, Contract Payment Section, PO Box 47420, Olympia, WA 98504-7420, by U.S. Mail, notice of any policy cancellation within two business days of receipt of cancellation.

**GCB 1291, EXHIBIT J, Page 12 of 12
TEMPORARY EASEMENT**

13. Failure on the part of the Contractor to maintain the insurance as required, or not to provide certification and copies of the insurance prior to the time specified in Subsection 11 above, shall constitute a material breach of Contract upon which the Contracting Agency may, after giving 5 business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the unit Contract prices and no additional payment will be made.

GCB1291, EXHIBIT K, Page 1 of 4

After recording return document to:

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

Document Title: Quitclaim Deed
Reference Number of Related Document: N/A
Grantor(s): Board of Regents of the University of Washington
Grantee(s): State of Washington, Department of Transportation
Legal Description: Ptn GL 5 of Sec 16, Twp 25 N, Rge 4 E, W.M.
Additional Legal Description is on Page of Document.
Assessor's Tax Parcel Number: Ptns 162504-9001-09

QUITCLAIM DEED

State Route 520.

The Grantor(s), **Board of Regents of the University of Washington**, a state institution of higher education and an agency of the State of Washington, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, convey(s) and quitclaim(s) to the **State of Washington, acting by and through its Department of Transportation**, Grantee, the following described real property, and any after acquired interest therein, situated in King County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain if and to the extent such rights are applicable to the described real property:

For legal description and additional conditions
See Exhibit A attached hereto and made a part hereof.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

RES-306
Revised 06/10

Page 1 of 4 Pages

FA No.
Project No.
Parcel No. 1-23224

**GCB 1291, EXHIBIT K, Page 2 of 4
QUITCLAIM DEED**

Dated: _____, _____

Board of Regents of the University of Washington,
a state institution of higher education and an agency
of the State of Washington

By: _____

Printed Name

Title

STATE OF WASHINGTON)

)ss

County of King)

I certify that I know or have satisfactory evidence that _____ is
the person who appeared before me, and said person acknowledged that _____ signed this
instrument, on oath stated that _____ was authorized to execute the instrument and
acknowledged it as _____ of BOARD OF REGENTS OF THE
UNIVERSITY OF WASHINGTON to be the free and voluntary act of such party for the uses
and purposes mentioned in the instrument.

Dated: _____

Signature

Notary Public in and for the State of Washington

Residing at _____

My appointment expires _____

**GCB 1291, EXHIBIT K, Page 3 of 4
QUITCLAIM DEED**

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____

James M. Salter
Acquisition Program Manager

Date: _____

**GCB 1291, EXHIBIT K, Page 4 of 4
QUITCLAIM DEED**

EXHIBIT A

Areas A

A portion of Government Lot 5 of Section 16, Township 25 North, Range 4 East, Willamette Meridian, more particularly described as follows:

Commencing at a 3/8" brass pin with punch in concrete, in monument case, at the intersection of Montlake Blvd and E Hamlin St; thence North 1°25'25" East a distance of 306.05 feet to 3/8" brass pin in concrete, in monument case, at the intersection of Montlake Blvd and E Shelby St; thence continuing North 1°25'25" East a distance of 155.89 feet to the North boundary of the plat of Montlake Park, Volume 18 of Plats, Page 20; thence along said North boundary, South 88°34'31" East a distance of 75.00 Feet to the East right of way line of Montlake Blvd and the TRUE POINT OF BEGINNING;

thence along said right of way North 1°25'25" East a distance of 92.28 feet; thence South 88°34'31" East a distance of 54.80 feet; thence South 1°25'25" West a distance of 28.28 feet thence North 88°34'31" West a distance of 14.80 feet; thence South 1°25'25" West a distance of 64.00 feet to said North boundary; thence along said North boundary North 88°34'31" West a distance of 40.00 feet to the TRUE POINT OF BEGINNING.

Situate in King County, Washington.

The lands hereinabove described contain an area of 0.10 acres, more or less, the specific details concerning all of which are to be found on sheet _ of that certain plan entitled SR 520, _____, now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval _____, revised _____.

R Grantor's Initials

GCB 1291, EXHIBIT L, Page 1 of 11

After recording return document to:

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

Document Title: Temporary Easement

Reference Number of Related Document:

Grantor(s): Board of Regents of the University of Washington

Grantee(s): State of Washington, Department of Transportation

Legal Description: Ptn GL 5, Sec 16, Twp 25 N, R4E, W.M.

Additional Legal Description is on Exhibit B of Document.

Assessor's Tax Parcel Numbers: Ptn 411610-0010-09, & 411460-0275-00

TEMPORARY EASEMENT

State Route 520, SR 5 Vicinity to Evergreen Point Bridge

Grantor, The University of Washington, for and in consideration of ten dollars and other valuable consideration in hand paid, hereby conveys and grants unto the State of Washington, acting by and through its Department of Transportation, and its assigns, ("Grantee"), a temporary exclusive right, privilege and easement over, upon, and across the hereinafter described lands (the "Easement Area") for the purpose providing a work area for adjacent highway construction-related activities and operating all necessary machinery and equipment thereon under the imminent threat of the Grantee's exercise of its rights of Eminent Domain if and to the extent such rights are applicable to the described real property.

The temporary rights herein granted shall be effective as of the date of recording, following the execution by the parties hereto, and shall terminate on the date that the Grantee completes all construction and restoration work in the Easement Area of the Grantor's property. Grantee shall provide written notice to the Grantor in recordable form of termination of this temporary easement.

The Grantee shall provide 30 days written notice prior to initiation of construction in the Easement Area.

RES-325
Revised 06/10
42513

Page 1 of 11 Pages

FA No.
Project No.
Parcel No. 1-23224

**GCB 1291, EXHIBIT L, Page 2 of 11
TEMPORARY EASEMENT**

Said lands being situated in King County, State of Washington, and described as follows:

For legal description and additional conditions
See Exhibits A, B & C attached hereto and made a part hereof.

It is understood and agreed that delivery of this Temporary Easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

BOARD OF REGENTS OF THE
UNIVERSITY OF WASHINGTON

By _____ Date: _____
Jeanette Henderson, Director of Real Estate

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____
James M. Salter
Acquisition Program Manager

Date: _____

GCB 1291, EXHIBIT L, Page 4 of 11
TEMPORARY EASEMENT

EXHIBIT A

Terms & Conditions

1. **COMPLIANCE.** Grantee shall comply with all applicable statutes, ordinances, rules, regulations, orders and decisions issued by any federal, state, or local government body or agency established thereby relating to Grantee's construction and/or use of Grantor's property hereunder.
2. **GRANTOR'S USE OF AREA.** Upon Grantee's issuance of 90 calendar days' notice to Grantor, Grantee shall have the right to fence the Easement Area, and thereafter through the term of this Easement, the Easement Area shall be used exclusively by the Grantee and/or its assigns. After fencing is constructed, Grantor and/or its representative(s) may enter the Easement Area only with the consent of the Grantee and in compliance with any and all applicable safety requirements.
3. **RESTORATION.** Grantee is responsible for restoration of the Grantor property described herein, including the Easement Area, to a condition the same as, or better than the property was in prior to the Grantee's use, and suitable for passive recreational use in accordance with the requirements of Section 6(f) of the Land and Water Conservation Fund Act.
4. **INSURANCE.** The Grantee is an agency of the State of Washington, and warrants that it is self-insured against liability claims in accordance with the risk management and -tort claims statutes, including Ch. 4.92 RCW and RCW 43.41.280, *et seq.* The tort claims procedure, RCW 4.92.100, *et seq.*, provides the fundamental remedy for all tort liability claims against the Grantee its officers, employees, and agents acting as such and all such claims must be filed and processed as provided therein. In addition, Grantee warrants that its construction contracts require its contractor to obtain the insurance coverage set out in section 1-07.18 of the 2012 Standard Specifications for Road, Bridge, and Municipal Construction, a copy of which is attached as Exhibit C.
5. **INDEMNITY.** Grantee agrees to indemnify, defend and hold Grantor, its successors and assigns, agents, employees, harmless from and against any and all causes of action, claims, liens, liability and costs (including but not limited to reasonable attorney's fees and costs), arising from the exercise of Grantee's rights, duties and obligations under this Easement, including, without limitation, occurring as a result of: (i) use of the property herein described by Grantee or its employees, agents, contractors, successors and assigns, or (ii) nonpayment of any party providing labor, material or services at the request of or for the benefit of Grantee; provided that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person or property caused by acts or omissions constituting negligence of Grantor, its agents, employees or contractors. If any mechanics lien is filed against Grantor's Property as a result of any contractor, subcontractor or other person performing work or

**GCB 1291, EXHIBIT L, Page 5 of 11
TEMPORARY EASEMENT**

providing materials at the request of or for the benefit of Grantee, then Grantee shall immediately after receiving notice of such lien take all action necessary to cause the release of such lien from Grantor's Property. This Section shall survive termination or expiration of this Easement.

6. AMENDMENT This Temporary Easement may be amended only by a written instrument executed by both the Grantor and Grantee and recorded in the real property records of King County, Washington.

7. NOTICE. All notices or requests required or permitted under this Temporary Easement shall be in writing and a) shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by nationally recognized overnight courier and b) shall be deemed given when so delivered and received at the addresses shown below:

Grantor:

University of Washington
Mailing Address:
UW Real Estate
T12 Campus Box 359446
Seattle, WA 98195-9446

Delivery Address:
UW Real Estate
4333 Brooklyn Ave NE, T12
Seattle, WA 98195-9446

Grantee:

WSDOT
Kerry Pihlstrom, Engineering Manager
I-5 to Medina Bridge Replacement and HOV Project
999 Third Avenue, Suite 900
Seattle, WA 98104

With a copy to:
Acquisition Program Manager
WSDOT Real Estate Services

Mailing Address:
PO Box 47338
Olympia, WA 98504-7338

**GCB 1291, EXHIBIT L, Page 6 of 11
TEMPORARY EASEMENT**

Delivery Address:
7345 Linderson Way SW
Tumwater, WA 98501

**GCB 1291, EXHIBIT L, Page 7 of 11
TEMPORARY EASEMENT**

**EXHIBIT B
LEGAL DESCRIPTION**

Area A

A PORTION OF GOVERNMENT LOT 5 OF SECTION 16, TOWNSHIP 25 NORTH,
RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

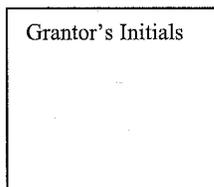
COMMENCING AT A 3/8" BRASS PIN WITH PUNCH IN CONCRETE, IN MONUMENT
CASE, AT THE INTERSECTION OF MONTLAKE BLVD AND E HAMLIN ST; THENCE
N 1°25'25" E A DISTANCE OF 306.05 FEET TO 3/8" BRASS PIN IN CONCRETE, IN
MONUMENT CASE, AT THE INTERSECTION OF MONTLAKE BLVD AND E
SHELBY ST; THENCE CONTINUING N 1°25'25" E A DISTANCE OF 155.89 FEET TO
THE NORTH BOUNDARY OF THE PLAT OF MONTLAKE PARK, VOLUME 18 PAGE
20; THENCE ALONG SAID NORTH BOUNDARY, S 88°34'31" E A DISTANCE OF 75.00
FEET TO THE EAST RIGHT OF WAY LINE OF MONTLAKE BLVD; THENCE
CONTINUING ALONG SAID NORTH BOUNDARY S 88°34'31" E A DISTANCE OF
40.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH BOUNDARY A DISTANCE OF 50.33
FEET; THENCE N 1°25'25" E A DISTANCE OF 92.28 FEET; THENCE N 88°34'31" W A
DISTANCE OF 35.53 FEET; THENCE S 1°25'25" W A DISTANCE OF 28.28 FEET
THENCE N 88°34'31" W A DISTANCE OF 14.80 FEET; THENCE S 1°25'25" W A
DISTANCE OF 64.00 FEET TO SAID NORTH BOUNDARY AND TO THE POINT OF
BEGINNING.

SITUATE KING COUNTY, WASHINGTON

THE ABOVE DESCRIBED PARCEL CONTAINS +/- 0.10 ACRES.

Grantor's Initials



GCB 1291, EXHIBIT L, Page 8 of 11
TEMPORARY EASEMENT

EXHIBIT C

1-07.18 Public Liability and Property Damage Insurance

The Contractor shall obtain and keep in force the following policies of insurance. The policies shall be with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.05. Unless otherwise indicated below, the policies shall be kept in force from the execution date of the Contract until the date of acceptance by the Secretary (Section 1-05.12).

1. Owners and Contractors Protective (OCP) Insurance providing bodily injury and property damage liability coverage, with limits of \$3,000,000 per occurrence and per project in the aggregate for each policy period, written on Insurance Services Office (ISO) form CG0009 1204, together with Washington State Department of Transportation amendatory endorsement CG 2908 1195, specifying the Contracting Agency, the State, the Governor, the Commission, the Secretary, the Department, and all officers and employees of the State as named insured.

2. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its equivalent, with minimum limits of \$3,000,000 per occurrence and in the aggregate for each 1-year policy period. This coverage may be any combination of primary, umbrella, or excess liability coverage affording total liability limits of not less than \$3,000,000 per occurrence and in the aggregate. Products and completed operations coverage shall be provided for a period of 3 years following Substantial Completion of the Work.

3. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and nonowned vehicles assigned to or used in the performance of the Work, with a combined single limit of not less than \$1,000,000 per occurrence. This coverage may be any combination of primary, umbrella, or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence, with the State named as an additional insured or designated insured in connection with the Contractor's Performance of the Contract. If pollutants are to be transported, MCS 90 and CA 99 48 endorsements are required on the Commercial Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy.

4. The Contractor shall be Named Insured and the Contracting Agency, the State, the Governor, the Commission, the Secretary, the Department, all officers and employees of the State, and their respective members, directors, officers, employees, agents, and consultants (collectively the "Additional Insureds") shall be included as Additional Insureds for all policies and coverages specified in this Section, with the exception of the OCP policy. Said insurance coverage shall be primary and noncontributory insurance with respect to the insureds and the Additional Insureds. Any insurance or self-insurance beyond that specified in this Contract that is maintained by any Additional

GCB 1291, EXHIBIT L, Page 9 of 11
TEMPORARY EASEMENT

Insured shall be in excess of such insurance and shall not contribute with it. All insurance coverage required by this Section shall be written and provided by "occurrence-based" policy forms rather than by "claims made" forms. All endorsements adding Additional Insureds to required policies shall be issued on (i) form CG 20 10 11 85 or a form deemed equivalent by the Contracting Agency, providing the Additional Insureds with all policies and coverages set forth in this Section, with the exception of the OCP and Commercial Auto policies or (ii) form CA 20 48 or forms deemed equivalent by Contracting Agency, providing the Additional Insureds with all coverages required under the Commercial Automobile Liability.

5. The coverage limits to be provided by the Contractor for itself and to the Contracting Agency and Additional Insureds pursuant to this Section or any Special Provision, shall be on a "per project" aggregate basis with the minimum limits of liability as set forth herein for both general liability and products/completed operations claims. The additional insured coverage required under this Section for products/completed operations claims shall remain in full force and effect for not less than 3 years following Substantial Completion of the project. If the Contractor maintains, at any time, coverage limits for itself in excess of limits set forth in this Section 1-07.18 or any Special Provision, then those additional coverage limits shall also apply to the Contracting Agency and the Additional Insured. This includes, but is not limited to, any coverage limits provided under any risk financing program of any description, whether such limits are primary, excess, contingent, or otherwise.

6. All insurance policies and coverages required under Sections 1-07.18 and 1-07.10 shall contain a waiver of subrogation against the Contracting Agency, the State, and any Additional Insureds, and their respective departments, agencies, boards, and commissions, and their respective officers, officials, agents, and employees for losses arising from Work performed by or on behalf of the Contractor. This waiver has been mutually negotiated by the parties.

7. Where applicable, the Contractor shall cause each Subcontractor to provide insurance that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, in circumstances where the Subcontractor is not covered by the Contractor-provided insurance. The Contractor shall have sole responsibility for determining the limits of coverage required, if any, to be obtained by Subcontractors, which determination shall be made in accordance with reasonable and prudent business practices. In the event that a Subcontractor is required to add the Contractor as an Additional Insured pursuant to its contract for Work at the Project, then the Contractor shall also cause each Subcontractor to include the Contracting Agency and the Additional Insureds, as Additional Insureds as well, for primary and noncontributory limits of liability under each Subcontractor's Commercial General Liability, Commercial Automobile Liability, and any other coverages that may be required pursuant to a "Special Provision".

**GCB 1291, EXHIBIT L, Page 10 of 11
TEMPORARY EASEMENT**

8. Unless specifically noted otherwise in the Contract Documents, the parties to this Contract do not intend by any of the provisions of this Contract to cause the public or any member thereof or any other Person to be a third-party beneficiary of the Contract Documents. Nothing in this Contract authorizes anyone not a party to this Contract or a designated third-party beneficiary to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. It is the further intent of the Contracting Agency and the Contractor in executing the Form of Contract that no individual, firm, corporation, or any combination thereof that supplies materials, labor, services, or equipment to the Contractor for the performance of the Work shall become thereby a third-party beneficiary of this Contract. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Contracting Agency and a Subcontractor or any other Person except the Contractor.

9. The Owners and Contractors Protective Insurance policy shall not be subject to a deductible or contain provisions for a deductible. The Commercial General Liability policy and the Commercial Automobile Liability Insurance policy may, at the discretion of the Contractor, contain such provisions. If a deductible applies to any claim under these policies, then payment of that deductible will be the responsibility of the Contractor, notwithstanding any claim of liability against the Contracting Agency. However, in no event shall any provision for a deductible provide for a deductible in excess of \$50,000.00.

10. With the exception of the Commercial Automobile liability coverage, no policies of insurance required under this Section shall contain an arbitration or alternative dispute resolution clause applicable to disputes between the insurer and its insureds. Any and all disputes concerning (i) terms and scope of insurance coverage afforded by the policies required hereunder and/or (ii) extra contractual remedies and relief, which may be afforded policy holders in connection with coverage disputes, shall be resolved in Washington Superior Court, applying Washington law.

11. Prior to Contract execution, the Contractor shall file with the Department of Transportation, Contract Payment Section, PO Box 47420, Olympia, WA 98504-7420, ACORD Form Certificates of Insurance evidencing the minimum insurance coverages required under these Specifications. Within 30 days of being awarded a Contract, the Contractor shall provide the Department with complete copies, which may be electronic copies, of all insurance policies required under this Section and any Special Provisions.

12. The Contractor shall provide written notice to the Engineer of any policy cancellations and provide the Department of Transportation, Contract Payment Section, PO Box 47420, Olympia, WA 98504-7420, by U.S. Mail, notice of any policy cancellation within two business days of receipt of cancellation.

**GCB 1291, EXHIBIT L, Page 11 of 11
TEMPORARY EASEMENT**

13. Failure on the part of the Contractor to maintain the insurance as required, or not to provide certification and copies of the insurance prior to the time specified in Subsection 11 above, shall constitute a material breach of Contract upon which the Contracting Agency may, after giving 5 business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the unit Contract prices and no additional payment will be made.

After recording return document to:

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

Document Title: Quitclaim Deed
Reference Number of Related Document:
Grantor(s): City of Seattle
Grantee(s): State of Washington, Department of Transportation
Legal Description: Ptn Sec 21 Twp 25N Rge 4 E
Additional Legal Description is on Page 4 of Document.
Assessor's Tax Parcel Number: 880590-0002-09

QUITCLAIM DEED

State Route 520, SR 5 Vicinity to Evergreen Point Bridge.

The Grantor(s), **The City of Seattle, Department of Parks and Recreation**, to release all terms, conditions and restrictions of Ordinance Numbers 78354 and 90723 convey(s) and quitclaim(s) to the **State of Washington, acting by and through its Department of Transportation**, Grantee, the following described real property, and any after acquired interest therein, situated in King County, in the State of Washington:

For legal description and additional conditions
See Exhibit A attached hereto and made a part hereof.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

QUITCLAIM DEED

Dated: _____, _____

City of Seattle
Department of Parks and Recreation

By: _____
Christopher Williams,
Acting Superintendent

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____
James M. Salter,
Acquisition Program Manager

Date: _____

QUITCLAIM DEED

STATE OF WASHINGTON)

)ss

County of King)

On this ____ day of _____, 201_, before me personally appeared Christopher Williams, to me known to be the Acting Superintendent, for the City of Seattle, acting by and through its Department of Parks and Recreation, and that he executed the within and foregoing instrument to be the free and voluntary act and deed of said City of Seattle, for the uses and purposes therein set forth, and on oath states that he is authorized to execute said instrument.

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

Notary Public in and for the State of
Washington, residing at _____
My commission expires _____

QUITCLAIM DEED

EXHIBIT A

That portion of the Old Canal right of way (Canal Reserve) in Section 21, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at a point on the east margin of Montlake Boulevard East 155.93 feet south of its intersection with the center line of East Hamlin Street;

Thence south 88°34'37" east 26 feet to the TRUE POINT OF BEGINNING;

Thence south 27°21'37" east 3.00 feet to a point of curvature;

Thence southeasterly along the arc of a curve to the left, having a radius of 220 feet, an arc distance of 199.22 feet to a point of tangency;

Thence south 79°14'37" east 255.24 feet to a point of curvature;

Thence easterly along the arc of a curve to the left having a radius of 400 feet, an arc distance of 49.68 feet to a point of tangency;

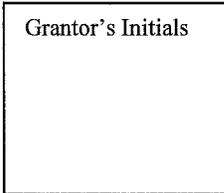
Thence south 86°21'37" east 34.18 feet;

Thence north 1°25'23" east 76.50 feet;

Thence north 17°48'44" east 88.60 feet to the south line of the east and west alley in Block 4, Montlake Park Addition, according to the plat thereof recorded in Volume 18 of Plats, page 20, in King County, Washington;

Thence north 88°34'37" west along said south line and same produced to the TRUE POINT OF BEGINNING.

Grantor's Initials



Bryant Site Development

BCL/Program Name:	SR520 Mitigation	BCL/Program Code:	K72451
Project Type:	Improved Facility	Start Date:	Q4/2013
Project ID:	K732480	End Date:	2018
Location:	1101 NE Boat Street		
Neighborhood Plan:	University Community Neighborhood Plan Area	Neighborhood Plan Matrix:	D9
Neighborhood District:	Northeast	Urban Village:	University Campus Urban Center

This project, funded with monies from the University of Washington and the Washington State Department of Transportation, remediates and develops a replacement park site at 1101 Boat Street for lands lost at the Washington Park Arboretum and East Montlake Park for the development of the new State Route 520 Bridge and HOV project, I-5 to Medina. Improvements include demolition, site remediation, design, and development of a new waterfront park. The replacement park continues to serve city-wide park needs.

		LTD Actuals	2012 Rev	2013	2014	2015	2016	2017	2018	Total
Revenue Sources										
State Interlocal Revenues		0	0	11,389	0	0	0	0	0	11,389
Total:		0	0	11,389	0	0	0	0	0	11,389
Fund Appropriations/Allocations										
Park Mitigation and Remediation Fund		0	0	11,389	0	0	0	0	0	11,389
Total*:		0	0	11,389	0	0	0	0	0	11,389
O & M Costs (Savings)				0	0	0	0	0	0	0
Spending Plan by Fund										
Park Mitigation and Remediation Fund			0	10	500	1,000	1,000	4,000	4,879	11,398
Total:			0	10	500	1,000	1,000	4,000	4,879	11,389

FISCAL NOTE FOR CAPITAL PROJECTS ONLY

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Parks and Recreation	Terry Dunning, 684-4860	Jeff Muhm, 684-8049

Legislation Title: AN ORDINANCE relating to the SR 520, I-5 to Medina: Bridge Replacement and HOV Project; authorizing the exchange of real property within the Washington Park Arboretum for property located at 1111 NE Boat Street; superseding the requirements of Ordinance 118477, which adopted Initiative 42, with respect to the exchange; authorizing the Superintendent of Parks and Recreation to execute an interlocal agreement and other documents; authorizing the conveyance of reversionary rights in certain Arboretum-area property to the State of Washington; amending Ordinance 124058, which adopted the 2013 Budget, including the 2013-2018 Capital Improvement Program (CIP); and creating a new appropriation for the implementation of the Bryant Park Development Project; and ratifying and confirming prior acts; all by a three-fourths vote of the City Council.

Summary and background of the Legislation: This legislation authorizes the Superintendent of Parks and Recreation to enter into five separate agreements related to the State's redevelopment of SR520 and the impact of the redevelopment on the Arboretum Lakeside Trail and the Ship Canal Waterfront Trail. The agreements, between the State Department of Transportation (WSDOT), the University of Washington (UW) and the City provide a means to meet the requirements of Section 6(f) of the federal Land and Water and Conservation Fund (LWCF). The agreements proposed by this proposed ordinance were previously addressed and generally agreed to in a Memorandum of Agreement (MOA) authorized by Ordinance 124138 (March 2013).

The route for the redevelopment of SR 520 from Medina to I-5 requires converting portions of the Arboretum Waterfront Trail and the Lake Washington Ship Canal Trail owned by the City and UW from park property to highway use. The trail properties were originally purchased with funds from the federal LWCF; the City and University of Washington were joint LWCF grant recipients for the trail projects. Section 6(f) of the LWCF Act requires property converted from park to non-park use be replaced with like property. The replacement property must have similar recreational value as the property taken out of park use and must be developed with park improvements consistent with the taken property, including, in this case, water access to the ship canal.

A considerable evaluation was undertaken to identify replacement property. WSDOT conducted a property search and provided a list of over 80 potential sites in both public and private ownership which might satisfy the requirements of Section 6(f). The list was reviewed by all parties involved and the Bryant Building Site was determined to be the only site comparable to the taken property due to its proximity to the Arboretum, its desirability as a recreation site with benefits for both UW and the City, its availability for purchase, and similar valuation.

Redevelopment of the Bryant Building Site will require demolition of the existing buildings and development of a park. The redevelopment of the site will be funded from the \$9 million received for the project from WSDOT. Normal City public involvement processes will be undertaken before the new park is developed.

The following agreements are being authorized by this proposed legislation:

1. **Interagency Agreement for Real Estate Transactions Among Washington State Department of Transportation, University of Washington and City of Seattle Regarding the Acquisition of Section 6(f) Replacement Property Bryant Building Site, I-5 to Medina Bridge Replacement and HOV Project** (hereinafter referred to as 3 Party RE Agreement)

This agreement sets forth the means by which lands of the Arboretum and a portion of East Montlake Park shall be conveyed to WSDOT along with Temporary Construction Easement Areas and be replaced by land on Boat Street known as the Bryant Building Site (headquarters of the UW Police Department). The Agreement also sets out how the UW will be compensated for the Bryant Building site. It designates the Bryant Building site as the 6(f) replacement property as agreed to by the parties. The agreement describes the steps each entity will take, and through its conditions and attachments, sets forth the conveyance methods and responsibilities of the three parties.

2. **Bryant Site Real Estate Purchase and Sales Agreement UW-City of Seattle**

The Purchase and Sales Agreement describes and defines how the City and University process the transfer of title to the Bryant site to the City. Important issues include the requirement the UW process a Lot Boundary adjustment which will allow them to transfer a legal parcel, of the agreed size and configuration, to the City. Other important conditions include the transfer of City property interests to WSDOT for the 520 project; condition of title upon closing, and a requirement that the City lease back the site at no cost to the UW until 2017 when it is anticipated that the University police, currently housed at the site, will be relocated to a new facility. The lease back will not commence until after the closing, tentatively expected to be in December 2013 or January 2014. The execution of the lease subsequent to closing is also being authorized by this proposed legislation.

3. **Bryant Project Development Agreement**

This agreement sets forth the relationships between the three parties regarding the funding for the future development of the Bryant Building site. The UW will contribute \$2,389,500 dollars toward potential environmental remediation costs at the site. In the event the remediation is less costly, the unspent funds will be returned to the UW. The University has done a Phase Two environmental investigation of the site that the City has reviewed and accepted. The potential remediation costs described in that study ranged between \$4 and \$10 million, but the most likely costs are anticipated to be between \$4 and \$6 million.

WSDOT will make a onetime payment of \$9 million to the City for the remediation and development of the Bryant site (or any other site should the Bryant site prove untenable). It is anticipated that some portion of those funds will be used for environmental remediation, but the majority will be used for the design, demolition, and construction of the new replacement park. This Agreement also implements the conditions of the 3 Party MOA previously authorized by Ordinance No.124138 (March 2013). Additionally, the Agreement outlines how the development will proceed, including discussions of consultant selection, design, design review, landmark issues, public outreach, environmental remediation, construction management, permitting, the Park naming process (standard City process), potential for a future utility easement for the benefit of UW's adjacent property, dispute resolution and other miscellaneous provisions.

4. Agreement Between The City of Seattle And the University of Washington Regarding the Operation and Maintenance of The Bryant Site Park

This Agreement describes the standards to which the new park will be maintained. These conditions were considered to be part of the consideration for transferring the property to the City at no further cost than the City's transfer of property rights at East Montlake and the Arboretum. The agreed standard is that the park will be maintained in a way that will be equal in condition to Gas Works, Green Lake and Lake Union Parks, all waterfront parks. Since the park has not yet been designed, it is impossible to accurately predict what the maintenance costs will be, but based on a rate per square foot comparison to those three parks it is calculated that annual costs would be approximately \$37,000 for staff time. Utilities are not yet factored into the pending design. In addition, the agreement specifies that the UW will have the right to schedule events 10 days per year. Several days of the year will be unavailable for University use including Opening Day of Boating Season weekend, Memorial Day weekend, July 4 weekend and all Saturdays and Sundays from Memorial Day through Labor Day. UW must comply with the City wide Special Events policy including payment of Special Event Permit Fees. Numerous other standard terms such as dispute resolution, default and others are also discussed in the agreement.

Project Name:	Project I.D.:	Project Location:	Start Date:	End Date:
Bryant Site Development	SR520Mitigation Project/ BCL K72451/K732480	1111 NE Boat Street	November 2013	June 2018

This legislation creates, funds, or anticipates a new CIP Project.

This legislation does not have any financial implications.

This legislation has financial implications.

Appropriations:

Fund Name and Number	Department	Budget Control Level*	Existing 2013 Appropriation	New 2013 Appropriation (if any)	2014 Anticipated Appropriation
Park Mitigation and Remediation Fund (33130)	Parks and Recreation	SR 520 Mitigation (K72451)	7,810,431	11,389,500	0
TOTAL			7,810,431	11,389,500	0

Appropriations Notes: A new CIP project (Bryant Site Development K732480) is added to the adopted budget. This legislation also accepts and appropriates \$11,389,500 in the 2013 Adopted Budget in the Park Mitigation and Remediation Fund (33130) for the Parks and Recreation SR520 Mitigation (K72451) BCL. \$9 million of these funds comes from WSDOT and \$2,389,500 comes from UW. These funds need to be tracked separately for contract purposes.

Spending Plan and Future Appropriations for Capital Projects:

Spending Plan and Budget	2013	2014	2015	2016	2017	2018	Total
Spending Plan	10,000	500,000	1,000,000	1,000,000	4,000,000	4,879,500	11,389,500
Current Year Appropriation	11,389,500						
Future Appropriations		0	0	0	0	0	11,389,500

Spending Plan and Budget Notes:

Funding Source:

Funding Source (Fund Name and Number, if applicable)	2013	2014	2015	2016	2017	2018	Total
Parks Mitigation and Remediation Fund (33130)	11,389,500	0	0	0	0	0	11,389,500
TOTAL							11,389,500

Funding Source Notes: Under the terms of the agreement, WSDOT has agreed to pay Parks \$9 million to fund the remediation and development of the Bryant site. UW has agreed to pay \$2,389,500 for remediation only of the Bryant site. The funds will be deposited into the Park Mitigation and Remediation Fund (33130), which is created to account for monies received for development, renovation or improvements to Parks properties.

Bond Financing Required: N/A

Type	Amount	Assumed Interest Rate	Term	Timing	Expected Annual Debt Service/Payment
NA					
TOTAL	NA	NA	NA	NA	NA

Bond Notes: N/A

Uses and Sources for Operation and Maintenance Costs for the Project:

O&M	2013	2014	2015	2016	2017	2018	Total
Uses							
Start Up	0	0	0	0	0	0	
On-going	0	0	0	0	0	0	
Sources (itemize)							

Operation and Maintenance Notes: The replacement park has not been designed. Approximate Operations and Maintenance costs have been calculated by comparing the site with similar waterfront parks, specifically Green Lake, Gas Works and Lake Union, with adjustments consistent with size differences of each. Parks operations are not expected to commence until 2019.

Periodic Major Maintenance Costs for the Project: N/C (not calculated)

Major Maintenance Item	Frequency	Cost	Likely Funding Source
TOTAL	NC	NC	NC

Funding sources for replacement of project: N/A

Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact: None

Position Notes: No positions will be created at this time. The replacement park will not be ready for public use until 2019. Funding for ongoing maintenance positions (or portions of) may be requested with future legislation or in the annual budget process.

Do positions sunset in the future? N/A

Other Implications:

- a) **Does the legislation have indirect financial implications, or long-term implications?**
This legislation creates a new park with potentially greater maintenance and operational expenses than the park land it replaces. Since design of the new facility has not yet been completed no costs are provided.
- b) **What is the financial cost of not implementing the legislation?**
If this project is not implemented the City will be forced to acquire and develop alternative property to meet the obligations in the Land and Water Conservation Fund grant that helped fund the park land being replaced. Over 80 potential sites were evaluated and the Bryant site was the only feasible alternative.
- c) **Does this legislation affect any departments besides the originating department?**
No
- d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** There are none.
- e) **Is a public hearing required for this legislation?**
No
- f) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No
- g) **Does this legislation affect a piece of property?**
Yes.
- h) **Other Issues:** There are none.

List attachments to the fiscal note below:
Attachment A: Map of Bryant Building site



City of Seattle
Office of the Mayor

September 10, 2013

Honorable Sally J. Clark
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Clark:

I am pleased to transmit the attached Council Bill authorizing several agreements with the University of Washington (UW) and the Washington State Department of Transportation (WSDOT) related to the State's redevelopment of SR 520. By Ordinance 124138 (March 2013), the City, WSDOT and UW agreed to a Memorandum of Understanding which laid the foundation for the agreements authorized by this legislation. The MOA outlined general conditions which are more specifically described in the agreements in this legislation. The agreements to be authorized accomplish the following:

- Transfer property rights from the City to WSDOT;
- Acquire the Bryant Building site on the north shore of Lake Union from the UW;
- Provide funds for the remediation and subsequent development of the Bryant site;
- Agree to maintenance and operation standards at the Bryant site; and
- Provide for the lease back of the Bryant site to UW until their new police facility is constructed.

The agreements authorized by this legislation satisfy the City's obligations to the Land and Water Conservation Fund (LWCF) Section 6(f) requirements. The City is obligated to meet these requirements because park property needed for the new SR520 alignment (at East Montlake and McCurdy parks and property at the Arboretum) was developed with grant funds from the LWCF. The grant agreements require comparable replacement property for any Section 6(f) park land converted to non-park use. The Bryant Building site which will be the replacement 6(f) property is a five acre waterfront location that will provide a wonderful new park in the University District.

These agreements and their implementation in coming years will provide for a new five acre waterfront park and will satisfy the City's Section 6(f) legal obligations. Should you have any questions, please contact Terry Dunning at 684-4860.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Michael McGinn, Mayor
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