

ORDINANCE No. 114006

Law Department

COUNCIL BILL No. 106763

The City of Seattle--Legisla

AN ORDLINANCE authorizing the Mayor to execute an agreement between the City of Seattle, the Port of Seattle and the Elliott Bay Marina Group which provides for the exchange of certain parcels of property, and for the dedication and release of certain rights of way.

REPORT OF COMMITTEE

Honorable President:

Your Committee on

PARKS + Public

to which was referred the within Council Bill No. 106763 report that we have considered the same and respectfully recommend

PASS 2-0 60

SIBONGA Street

COMPTRROLLER FILE No.

Introduced: MAY 31 1988	By: SIBONGA
Referred: MAY 31 1988	To: <i>Parks + Public Grounds</i>
Referred:	To:
Referred:	To:
Reported: JUN 6 1988	Second Reading: JUN 6 1988
Third Reading: JUN 6 1988	Signed: JUN 6 1988
Presented to Mayor: JUN 6 1988	Approved: JUN 13 1988
Returned to City Clerk: JUN 13 1988	Published:
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained: (OK)

Committee Chair

Law Department

The City of Seattle--Legislative Department

REPORT OF COMMITTEE

Date Reported
and Adopted

Honorable President:

Your Committee on

PARKS + Public Grounds

to which was referred the within Council Bill No. 106763
report that we have considered the same and respectfully recommend that the same:

PASS 2-0 6/1/88

*SIBONGA
Street*

Committee Chair

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JBB:et
05/18/88
6:ORD2.1

ORDINANCE

114006

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3 AN ORDINANCE authorizing the Mayor to execute an agreement
4 between the City of Seattle, the Port of Seattle and the
5 Elliott Bay Marina Group which provides for the exchange
6 of certain parcels of property, and for the dedication
7 and release of certain rights of way.

8 WHEREAS, the City issued a shoreline substantial development
9 permit to Elliott Bay Marina Group for a twelve hundred
10 slip marina to be developed at the base of Magnolia Bluff;
11 and

12 WHEREAS, access to the marina is proposed to be by public
13 street across from the Port of Seattle's Terminal 91 pro-
14 perty from off ramps to be added to the Magnolia Bridge
15 and;

16 WHEREAS, the Port of Seattle is willing to dedicate the required
17 area for street purpose upon the condition that the
18 existing access roadway to Smith Cove Park north of West
19 Garfield Street be terminated; and

20 WHEREAS, as a result of an appeal to the Shoreline Hearing
21 Board by certain residents of the Magnolia area and the
22 Magnolia Community club, by stipulated order the boundary
23 of the marina project was shifted eastward in order to
24 ameliorate impacts of the marina development on private
25 property in the vicinity; and

26 WHEREAS, an eastward shift of the marina project would
27 encroach upon the City's Smith Cove Open Water Park,
28 acquired from the Port of Seattle by quitclaim deed dated
October 28, 1980, which deed provides for the Port's
recapture of the property if the City uses it for purposes
inconsistent with the provision of the deed or attempts to
transfer it to another party; and

WHEREAS, the Port is willing to modify the deed to permit the
shift of the marina boundary eastward 280 feet and the
exchange of that portion of the park to be so occupied for
a parcel to the west of the marina site upon the City's
request to do so; and

WHEREAS, the Transportation Committee and the Parks and Public
Grounds Committee of the City Council held a joint public
hearing on June 25, 1986 and thereafter recommended to the
full Council that the City enter into agreements with the
Port of Seattle and the Elliott Bay Marina Group to
accomplish the street dedications and property exchange;
and

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WHEREAS, by Resolution 27475 the Council directed that such agreements be negotiated; NOW THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Mayor is hereby authorized for and on behalf of The City of seattle to execute a Property Exchange and Access Development Agreement, substantially in the form of Exhibit "1" hereto, providing for amendment of the quit-claim deed from the Port to the City dated October 25, 1980 establishing Smith Cove Open Water Park; for the disposition of the following described City property:

Lots 1 through 5 and 20 through 24, Block 10, minor's addition and Lots 1 through 5 Block 113, Seattle Tidelands,

AS WELL AS

That portion of the Northwest quarter of Section 26, Township 25 North, range 3 East, W. M., in King County, Washington, being a parcel of aquatic lands described as follows:

Beginning at a point on the Inner Harbor Line, said point being on the West line of the East 50 feet of Lot 4, Block 111, Seattle Tide Lands, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington; thence North 00°08'22" West, 1179.30 feet; thence North 89°51'38" East, 6.18 feet; thence North 00°51'47" West, 134.11 feet; thence North 74°49'48" East, 221.92 feet; thence North 89°00'00" East, 61.20 feet; thence South 00°08'22" East, 1225.00 feet; thence North 89°51'38" East, 90.00 feet; thence South 19°00'34" East, 219.13 feet, more or less, to the Inner Harbor Line; thence North 82°19'41" West along the Inner Harbor Line, 445.00 feet, more or less, to the point of beginning;

AND

Beginning at a point on the Inner Harbor Line, said point being on the West line of the East 50 feet of Lot 4, Block 111, Seattle Tide Lands, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington; thence North 00°08'22" West, 1179.30 feet; thence North 89°51'38" East, 6.18 feet; thence North 00°51'47" West, 134.11 feet to the true point of beginning of the parcel herein described;

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thence North 00°51'47" West, 36.12 feet to the toe of the existing riprap; thence North 74°49'48" East along said toe, 258.19 feet; thence North 89°00'00" East continuing along said toe, 230.00 feet; thence South 01°00'00" East, 45.00 feet; thence South 89°00'00" West, 265.26 feet; thence South 74°49'48" West, 221.92 feet, more or less, to the true point of beginning;

in exchange for the following described real property:

Lot 5 through 8, Block 97; Lots 5 through 8, Block 98; Lot 1 and Lots 4 through 8, Block 99; Lot 1 and Lots 4 through 8, Block 100; Lots 1 through 12, Block 102; Lots 1 through 6, Block 103; Lots 1 through 7, Block 104; and Lot 1 of Block 105, Seattle Tidelands.

for the dedication of right-of-way by the Port and construction of street improvements thereon by Elliott Bay Marina Group in exchange for the City's release of a certain public access easement; and for certain other matters in connection therewith all as more fully described in Exhibit "1" which is by this reference incorporated herein.

Section 2. Any acts consistent with and prior to the effective date of this ordinance are hereby ratified and confirmed.

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(To be used for all Ordinances except Emergency.)

Section...3. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 6th day of June, 1988,
and signed by me in open session in authentication of its passage this 6th day of
June, 1988.
[Signature]
President of the City Council.

Approved by me this 13th day of June, 1988.
[Signature]
Mayor.

Filed by me this 13th day of June, 1988.

Attest: Norward J. Brooks
City Comptroller and City Clerk.

By: Margaret Carter
Deputy Clerk.

(SEAL)

Published.....

PUBLISH DO NOT PUBLISH
CITY ATTORNEY _____

CS 0.1.6

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JBB:ndc
7:AGR2.1
Fifth Draft

PROPERTY EXCHANGE AND ACCESS DEVELOPMENT AGREEMENT

This is a Property Exchange and Access Development Agreement ("Agreement") made on _____, 1988 between THE PORT OF SEATTLE, ("Port"), a Washington municipal corporation, THE CITY OF SEATTLE ("City"), a Washington municipal corporation, and the Elliott Bay Marina Group ("EBMG"), a Washington general partnership, based on the following facts:

1. The Port owns certain real property in the City of Seattle, King County, Washington, located on the north shore of Elliott Bay and commonly known as "Terminal 91". The property is traversed from east to west by West Garfield Street, on and above which is located an aerial structure known as the "Magnolia Bridge", connecting Fifteenth Avenue West to the Magnolia community on the west.

2. The City owns certain tideland property off Magnolia Bluff, including a parcel described as Lots 1 through 5 and 20 through 24, Block 10, Minor's Addition and Lots 1 through 5,

EXHIBIT "1"

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Block 113, Seattle Tidelands. The City is also the owner of a certain parcel of aquatic land in Smith Cove known as the "Open Water Park", described in that certain quitclaim deed dated October 28, 1980 granted to the City by the Port, which holds a reversionary interest in the property. The Open Water Park is accessible through Terminal 91 via a bicycle path and an easement granted by the Port for public access over a paved road running from the Terminal's north entrance on West Halladay Street, to a waterfront view site on the north boundary of the Park ("Park Access Route").

3. EBMG holds an option for the purchase of certain aquatic lands off Magnolia Bluff including property in Blocks 97 through 113, Seattle Tidelands, and Blocks 1, 2, 4, 7, and 10, Minor's Addition, adjacent to or abutting the City's properties described in Paragraph 2 above. EBMG proposes to develop a marina complex for approximately 1200 pleasure boats on the optioned property. EBMG proposes to use the City's tideland parcel in the project and further proposes that the access to the marina be from the Magnolia Bridge, rather than from platted streets to the west of the project or over the Park Access Route.

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4. Pursuant to Chapter 90.58, RCW, the City in its governmental capacity issued a decision to grant to EBMG's marina project a shoreline substantial development permit, which was appealed to the Shorelines Hearings Board by the Magnolia Community Club and certain Magnolia residents. As a result of settlement of the cases, the Board entered a Stipulated Order, which required, inter alia, that the project site be moved eastward 280 feet, away from Magnolia and partially onto the Open Water Park.

5. The revised substantial development permit issued pursuant to the Stipulated Order requires among its conditions that prior to construction EBMG must (a) provide land to the west of the project to be exchanged for the City property proposed for marina use and (b) obtain the Port's approval of the location of the access improvements from the Magnolia Bridge. A purpose of this Agreement is to satisfy those conditions.

6. The parties desire to exchange properties and property interests and to relocate and improve public access to the marina and the Park, in consideration of the mutual covenants and agreements herein contained.

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7. The Port Commission by motion on June 5, 1986 authorized the negotiation of a property exchange agreement with the City and EBMG, and by motion on June 24, 1986 agreed not to object to the City locating the eastern edge of the Elliott Bay Marina up to 280 feet east of the western boundary of the Open Water Park.

8. The City Council by Resolution 27475 authorized the Engineering Department and the Department of Parks and Recreation to negotiate agreements with the Port and EBMG for the property exchanges herein described.

NOW, THEREFORE, the parties agree on behalf of themselves, their successors and assigns as follows:

I. PARK PROPERTY EXCHANGE.

A. Port Conveyance to City. The Port shall execute an amended quitclaim deed, substantially in the form of Exhibit "A" hereto, to replace that certain quitclaim deed dated October 28, 1980, King County Recording No. 8305230931, which granted the Open Water Park to the City, (1) to correct errors and obsolete references, (2) to delete Parcels A and C as described on Attachment A hereto from the application of Grantor's reservations of right of reentry on the property, right to maintain the property free of impairment of naviga-

bility and right to repurchase, (3) to delete Parcel B as described on Attachment A from the application of Grantor's reservation of right of reentry on the property and right to repurchase and (4) to establish Grantor's right to use the Open Water Park for fish habitat mitigation.

B. City Conveyances to EBMG. The City shall convey to EBMG by quitclaim deed, substantially in the form of Exhibit "B" hereto, the westerly 280 feet (approximately 9.3 acres) of the Open Water Park ("Park Parcel;" Parcel A on Attachment "A"). The City shall also convey its tideland parcel ("City Parcel") described as Lots 1 through 5 and 20 through 24, Block 10, Minor's Addition and Lots 1 through 5, Block 113, Seattle Tidelands, all in Seattle, King County, Washington to EBMG by statutory warranty deed, substantially in the form of Exhibit "C" hereto, subject only to the matters set forth in paragraph I E(2) in accordance with the terms of this agreement.

C. EBMG Conveyance to City. EBMG shall convey or cause to be conveyed to the City that approximately thirty-acre parcel of aquatic lands ("EBMG parcel") described as Lots 5 through 8, Block 97; Lots 5 through 8, Block 98; Lot 1 and Lots 4 through 8, Block 99; Lot 1 and Lots 4 through 8, Block

100; Lots 1 through 12, Block 102; Lots 1 through 6, Block 103; Lots 1 through 7, Block 104; and Lot 1 of Block 105, Seattle Tidelands in Seattle, King County, Washington, together with platted streets abutting said lots and blocks, by statutory warranty deed, substantially in the form of Exhibit "D" hereto, subject only to the matters described in paragraph I.E(3), in accordance with the terms of this agreement.

D. EBMG and City Undertakings to Port.

(1) EBMG Provision of Marker Buoys. EBMG agrees to place and maintain marker buoys in the Open Water Park approximately 150 feet east of the easterly boundary of Parcel A to improve navigational safety according to United States Coast Guard standards for private aids to navigation. EBMG shall obtain the necessary permits for the marker buoys and shall obtain approval from the United States Coast Guard for the number and locations of the marker buoys.

(2) Replacement of Mitigation. In the event that the Port elects to dredge Parcel B as described on Attachment A pursuant to its reservation of the right to do so as set forth in Exhibit A, EBMG shall submit and prosecute applications for permits required to allow removal of fishery habitat

mitigation placed on said Parcel B and, if required, relocation of said mitigation, all such removal and replacement to be at EMBG's sole cost and expense. Subject to permitting requirements, the City shall allow said mitigation to be relocated onto other areas within the Open Water Park or onto City-owned tidelands lying between the marina site and West Point.

E. Closing of Exchange.

(1). Closing Agent. The property exchange described in paragraphs I A through C shall be closed in escrow at Ticor Title Insurance Company in Seattle. The closing date shall be within thirty days of the date of acquisition of the EBMG Parcel by EBMG through exercise of its option to purchase the property described in paragraph 3 above and of the day title to the City Parcel and the EBMG parcel is insurable pursuant to paragraphs IIE(2) and (3) below. On the closing date Ticor shall file the deeds for record with the King County Recorder. Such filing shall constitute legal delivery.

2. Title Insurance - City and Park Parcels. City has caused Ticor Title Insurance Company to issue its preliminary commitment for an owner's policy of title insurance No. A-372409. Title to the City Parcel and the Park Parcel shall

be insurable in EBMG subject only to those special exceptions set forth in Schedule 1, appended hereto.

3. Title Insurance - EBMG Parcel. EBMG has caused Chicago Title Insurance Company to issue its preliminary commitment for an owners policy of title insurance No. 130416. Title to the EBMG Parcel shall be insurable in the City subject only to special exceptions set forth in Schedule 2, appended hereto.

4. Payment of Costs. On the closing date, the City and EBMG shall each pay one-half of Ticor's fees for serving as escrow agent. Each party shall pay the premium for title insurance on the parcel(s) to be received by that party on the closing date. If for whatever reason, the property exchange is not closed in accordance with this Part I, EBMG and the City shall share all costs as provided in this paragraph.

II. RIGHT-OF-WAY EXCHANGES.

A. Access. The Port shall allow EBMG to have access over the Park Access Route and beyond to the marina site for construction purposes.

B. Temporary Construction Easement. Upon notice from EBMG that it is ready to begin construction of the New Access Route, the Port shall grant to EBMG a temporary construction

easement substantially in the form of Exhibit "E" hereto, pursuant to Part III of this Agreement. The easement shall be executed and delivered to EBMG by the Port within forty-five days of receipt of notice from EBMG. EBMG shall give said notice not later than seven years from the date of this Agreement and shall complete the New Access Route within the time period for the construction easement specified in Exhibit "E".

C. Dedication of New Access Route. The Port agrees to execute and deliver to the City a Deed for Street Purposes, substantially in the form of Exhibit "F" hereto, conveying to the City that portion of Terminal 91 property to be improved with the New Access Route, described as Parcels D and E in Attachment "A" incorporated herein. The deed shall be delivered upon completion of construction by EBMG and final approval of the improvements by the City's Board of Public Works and concurrently with the City's enactment of an ordinance releasing from the public access easement referred to in Paragraph II.D that portion of Terminal 91 improved with the Park Access Route. The City acknowledges that it assumes all obligations and liabilities attendant to ownership of a street upon its acceptance of the Deed for Street Purposes.

If the Port desires to relocate the New Access Route after the City accepts the deed thereto and lays it off as a public street, the Port shall seek a street vacation pursuant to the provisions of RCW Chapter 35.79 or successor statute.

Recognizing that the Port's operational needs may require relocation of the New Access Route, the City's approval of a street vacation and EBMG approval of the relocated access route shall not be unreasonably withheld. Such relocated access route shall be approved by the City as to location and design, constructed by the Port at its sole expense, and conveyed by the Port to the City for street purposes.

D. Release of Park Access Route. Upon EBMG's completion of construction of the New Access Route and the City's final approval of the improvements and concurrently with acceptance by the City of the Port Deed for Street Purposes for the New Access Route, the City agrees to release, substantially in the form of Exhibit "G" hereto, that portion of Terminal 91 property improved with the Park Access Route from the public access easement granted by the Port to the City by the Quitclaim Deed dated October 28, 1980, King County Recording No. 8305230931.

E. Bicycle Path Easement. Concurrently with the dedication of the New Access Route and release of the Park Access Route, the Port shall grant to the City a non-exclusive easement for bicycle and pedestrian access purposes, substantially in the form of Exhibit "H" hereto, over the existing bicycle path located generally parallel and adjacent to the westerly side of the Park Access Route; provided, the Port shall have the right to relocate the bicycle path at its own expense from time to time to a location providing pedestrian and bicycle access across Terminal 91 substantially equivalent to the existing path. The City shall have the right to approve the location and design of such relocated access; provided, such approval shall not be unreasonably withheld. The Port agrees that the relocated bicycle path shall be constructed and open for use by the public within sixty (60) days of the closing of the old path.

III. RIGHT-OF-WAY IMPROVEMENTS.

A. New Access Road Construction. EBMG agrees to construct the New Access Route referenced in paragraphs IIA and B at its sole expense prior to occupancy of the marina project. The construction shall conform to City standards (with load limits not less than that of the existing Magnolia Bridge) and

shall include a ground-level roadway and new ramps from the existing ramp stubs on the Magnolia Bridge to the Open Water Park and thence to the marina project site. The construction shall include a pedestrian sidewalk on the south side of the southern ramp and a controlled gate at Port access points as preliminarily shown on the sketch attached hereto as Exhibit "I". The obligations set forth in this paragraph are conditioned upon EMBG obtaining all necessary permits for the marina project and financing for the construction thereof.

B. New Access Route Plans Approval Process. The New Access Route shall be located substantially as shown on Exhibit "I". EMBG shall submit all construction drawings and specifications for the new roadway and ramp to the City's Engineering Department for its review and approval prior to commencement of construction of said roadway and ramp, in accordance with City ordinances. The drawings and specifications shall also be submitted to the Port for its approval of: (1) the location of the point where the bridge ramps are to reach ground level, such location to be consistent with the ramp grade approved by the City; (2) the location of ramp support structures; (3) minimum vertical clearances under the ramp structure; and (4) the design of the controlled, gated intersection. The Port shall also have the right to require

EBMG to construct fencing to separate the access road from Terminal 91 according to Port specifications.

C. Park Access Route Improvements. EBMG agrees to construct solely at its own expense, after completion of construction of the New Access Route, such improvements as are necessary to incorporate the roadway of the Park Access Route into Terminal 91 property, including but not limited to:

(1) Relocation of the fencing and landscaping adjacent to the roadway; and

(2) Any grading, fill or paving necessary to make the elevation of the abandoned Park Access Route meet the Port's requirements for use as part of Terminal 91.

(3) During construction of said improvements, EBMG shall maintain the integrity of the existing fence system and/or provide substitute security measures, acceptable to and approved by the Port.

(4) Additional security measures as deemed necessary by the Port following relocation of the fencing, not to exceed \$50,000.

D. Assurance of Completion of Right-of-Way Improvements.

EBMG shall cause the contractor engaged by EBMG to construct the right of way improvements herein described to

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provide a Construction Performance Bond which names the Port and the City as additional beneficiaries in order to assure the completion of said right of way improvements. EBMG shall also provide satisfactory evidence of a commitment of a qualified financial institution to fund the right-of-way improvements or of EBMG's willingness and ability to self-finance said improvements. Copies of the Performance Bond and evidence of financing shall be delivered to the Port and the City for their approval prior to commencement of construction of said right-of-way improvements.

IV. GENERAL PROVISIONS.

A. Amendment; Waiver. This Agreement may be amended only by written instrument executed by the Port, the City and EBMG. The provisions of this Agreement may not be waived except by the written agreement of the party against whom a waiver may be asserted.

B. Notice. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered or deposited in the United States mail, postage prepaid, as either certified or regular mail addressed as specified below, or to such other respective addressees as each party may from time to time designate in writing. Notices sent by mail shall be deemed to have been given when properly mailed;

the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

Mailing Addresses

Port of Seattle
Director, Marine Terminals
Port of Seattle
P.O. Box 1209
Seattle WA 98111

City of Seattle
Director of Engineering
City of Seattle
9th Floor, Municipal Bldg.
Seattle, WA 98104

EBMG
Elliott Bay Marina Group
2500 Westlake Ave. N., Suite "C"
Seattle, WA 98109
Attn: David M. Abercrombie

C. Status of Parties. No party to this Agreement shall be deemed a partner, joint venturer or agent of any other party by virtue of this Agreement.

D. Counterparts. This Agreement may be executed in three counterparts, each of which shall be an original, but such counterparts shall constitute one and the same instrument.

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

F. Entire Understanding. This instrument and the Exhibits hereto constitute the entire agreement of the three parties with respect to the specific property exchanges,

right-of-way substitutions and improvements set forth herein. This Agreement is not intended to address any right-of-way dedications or easements required by the City solely on EBMG property or any license, permit, or right of entry required for EBMG's fulfillment of shoreline substantial development permit conditions.

G. Severable. If any portion of this Agreement shall be held to be invalid, such a holding shall not affect in any respect whatsoever the validity of the remainder of the Agreement.

H. Agreement Survives Conveyance. It is the intent of the parties hereto that none of the provisions of this Agreement shall be merged by reason of any deed transferring any interest in property described herein, and, except as otherwise provided in this Agreement, any such deeds shall not be deemed to in any way affect or impair any of the provisions, covenants, conditions or terms of this Agreement. Notwithstanding the foregoing, in the event of any conflict between the provisions of any such deed and the provision of this Agreement, the Agreement shall control.

I. Termination. This Agreement shall terminate upon notice given within thirty (30) days by EBMG to the other

parties that its rights under the option agreement referenced in paragraph I E(1) above have terminated or that EBMG has otherwise abandoned, prior to the commencement of construction, its intention to develop the marina referenced in paragraph 3 above.

J. No Third Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third-party a cause of action, as a third party beneficiary or otherwise, on account of any nonperformance hereunder.

K. Effective Date. This Agreement shall taken effect upon execution by the President of the Port of Seattle, the Mayor of the City of Seattle and the managing partner of Elliott Bay Marina Group.

PORT OF SEATTLE

CITY OF SEATTLE

By: _____
Its: President

By: _____
CHARLES ROYER
Mayor

By: _____
Its: Secretary

Attest: _____
NORWARD J. BROOKS
City Comptroller

ELLIOTT BAY MARINA GROUP

By: _____
Its:

By: _____
Its:

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ATTACHMENT A

Parcel A (9.3 acres, more or less):

That portion of the Northwest quarter of Section 26, Township 25 North, Range 3 East, W. M., in King County, Washington, being a parcel of aquatic lands described as follows:

Beginning at a point on the Inner Harbor Line, said point being on the West line of the East 50 feet of Lot 4, Block 111, Seattle Tide Lands, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington; thence North 00°08'22" West, 1179.30 feet; thence North 89°51'38" East, 6.18 feet; thence North 00°51'47" West, 134.11 feet; thence North 74°49'48" East, 221.92 feet; thence North 89°00'00" East, 61.20 feet; thence South 00°08'22" East, 1225.00 feet; thence North 89°51'38" East, 90.00 feet; thence South 19°00'34" East, 219.13 feet, more or less, to the Inner Harbor Line; thence North 82°19'41" West along the Inner Harbor Line, 445.00 feet, more or less, to the point of beginning.

Parcel B (4.7 acres, more or less):

That portion of the East 434 feet of a parcel of aquatic land lying between the line of elevation 0 feet Mean Lower Low Water (MLLW) datum and the line of elevation -8 feet MLLW datum, said parcel of aquatic land being located in the Northwest quarter of Section 26, Township 25 North, Range 3 East, W. M., in King County, Washington, described as follows:

Beginning at a point on the Inner Harbor Line, said point being on the West line of the East 50 feet of Lot 4, Block 111, Seattle Tide Lands, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington; thence North 00°08'22" West, 1179.30 feet; thence North 89°51'38" East, 6.18 feet; thence North 00°51'47" West, 170.23 feet to the toe of the existing rip-rap; thence North 74°49'48" East along said toe, 258.19 feet; thence North 89°00'00" East continuing along said toe, 461.44 feet to the East margin of vacated 23rd Avenue West as located in Block 117, Seattle Tide Lands; thence South 00°08'22" East along said margin, 1521.46 feet to the Inner Harbor Line; thence North 82°19'41" West along the Inner Harbor Line, 721.47 feet to the point of beginning.

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Parcel C (0.4 acres, more or less):

That portion of the Northwest quarter of Section 26, Township 25 North, Range 3 East, W. M., in King County, Washington, described as follows:

Beginning at a point on the Inner Harbor Line, said point being on the West line of the East 50 feet of Lot 4, Block 111, Seattle Tide Lands, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington; thence North 00°08'22" West, 1179.30 feet; thence North 89°51'38" East, 6.18 feet; thence North 00°51'47" West, 134.11 feet to the true point of beginning of the parcel herein described; thence North 00°51'47" West, 36.12 feet to the toe of the existing rip-rap; thence North 74°49'48" East along said toe, 258.19 feet; thence North 89°00'00" East continuing along said toe, 230.00 feet; thence South 01°00'00" East, 45.00 feet; thence South 89°00'00" West, 265.26 feet; thence South 74°49'48" West, 221.92 feet, more or less, to the true point of beginning.

Parcel D (1.3 acres, more or less):

That portion of Sections 23 and 26, Township 25 North, Range 3 East, W. M., in King County, Washington, described as follows:

Beginning at a point on the Inner Harbor Line, said point being on the West line of the East 50 feet of Lot 4, Block 111, Seattle Tide Lands, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington; thence North 00°08'22" West, 1179.30 feet; thence North 89°51'38" East, 6.18 feet; thence North 00°51'47" West, 170.23 feet to the toe of the existing rip-rap and the true point of beginning of the parcel herein described; thence North 00°51'47" West, 30.96 feet, more or less, to a point lying South 00°51'47" East, 95.00 feet from the Southwesterly corner of Lot 17, Block 9 of Minor's Addition to the City of Seattle; thence North 74°49'48" East, 254.27 feet; thence North 89°00'00" East, 167.66 feet; thence North 00°10'17" West, 620.66 feet, more or less, to the Southerly margin of vacated West Garfield Street; thence North 89°51'38" East along said Southerly margin, 59.00 feet; thence South 00°10'17" East, 365.00 feet; thence South 47°10'17" East, 22.63 feet; thence South 00°10'17" East, 268.54 feet, more or less, to the toe of existing rip-rap; thence South 89°00'00" West along said toe, 238.51 feet; thence South 74°49'48" West continuing along said toe, 258.19 feet, more or less, to the true point of beginning.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE,
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Parcel E (0.7 acres, more or less):

That portion of Section 23, Township 25 North, Range 3 East, W. M., in King County, Washington, described as follows:

Beginning at a point on the Inner Harbor Line, said point being on the West line of the East 50 feet of Lot 4, Block 111, Seattle Tide Lands, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington; thence North 00°08'22" West, 1179.30 feet; thence North 89°51'38" East, 6.18 feet; thence North 00°51'47" West, 201.19 feet, more or less, to a point lying South 00°51'47" East, 95.00 feet from the Southwesterly corner of Lot 17, Block 9 of Minor's Addition to the City of Seattle; thence North 74°49'48" East, 254.27 feet; thence North 89°00'00" East, 167.66 feet; thence North 00°10'17" West, 620.66 feet, more or less, to the Southerly margin of vacated West Garfield Street and the true point of beginning of the parcel herein described; thence North 00°10'17" West, 100.00 feet, more or less, to the Northerly margin of vacated West Garfield Street; thence North 89°51'38" East along said Northerly margin, 498.15 feet, more or less, to the Northerly production of the Easterly margin of vacated 23rd Avenue West as located in Block 117, Seattle Tide Lands; thence South 00°08'22" East along said Northerly production, 100.00 feet, more or less, to the Southerly margin of vacated West Garfield Street; thence South 89°51'38" West along said Southerly margin, 498.09 feet, more or less, to the true point of beginning.

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EXHIBIT "A"

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE,
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AMENDED QUITCLAIM DEED

THE GRANTOR, PORT OF SEATTLE, a Washington quasi-municipal corporation, for and in consideration of the public interest and other good and valuable consideration, conveys and quitclaims to the GRANTEE, THE CITY OF SEATTLE, a Washington municipal corporation, to hold in trust for the public the following described real estate, situated in the County of King, State of Washington, including any interest therein which Grantor may hereafter acquire:

That portion of the Northeast and Northwest quarters of Section 26, Township 25 North, Range 3 East, W.M., in King County, Washington, being that water area described as follows:

Beginning at a point on the Inner Harbor Line, said point being on the West line of the East 50 feet of Lot 4, Block 111, Seattle Tide Lands; thence North 0°08'22" West a distance of 1179.30 feet; thence North 89°51'38" East a distance of 6.18 feet; thence North 0°51'47" West a distance of 170.23 feet to the toe of the existing riprap; thence along said toe North 74°49'48" East a distance of 258.19 feet; thence continuing along said toe North 89°00'00" East a distance of 461.44 feet to the East margin of vacated 23rd Avenue West as located in Block 117, Seattle Tide Lands; thence South 0°08'22" East along said margin a distance of 1521.46 feet to the Inner Harbor Line; thence North 82°19'41" West along said Inner Harbor Line a distance of 721.47 feet to the point of beginning.

CONTAINING APPROXIMATELY 23.87 ACRES (hereinafter the "Premises").

TOGETHER WITH an easement for access to a waterfront view site by the public over a paved road at least 24 feet wide running from the North Entrance, on West Halladay Street, to Grantor's Terminal 91 (Piers 90-91) Terminal to Farragut Avenue, and thence to a waterfront view site shall be adjacent to the North boundary of said Premises.

SUBJECT TO:

1. Grantor reserves the right to relocate said North Entrance on West Halladay Street and the access road running therefrom to Farragut Avenue for the purposes of effecting above said easement;

2. Grantor reserves an easement on the northern portion of the Premises for the construction, reconstruction, operation and maintenance of riprap, necessary bulkheads and other work related to the uplands. The exercise of this easement shall be consistent with the purpose of this conveyance;

3. Grantor reserves for itself and its designees the right of passage and navigation over the Premises. The navigability of the waters of the Premises shall not be impaired by any construction or other activities by Grantee, its designees, successors or assigns. Grantor and its designees and assigns reserve the right to enter upon the Premises and to dredge for maintenance purposes and for increasing water depth to meet vessel requirements and to construct fish habitat mitigation;

4. Grantor reserves the right to repurchase the Premises from the Grantee for \$1.00 if Grantee utilizes the Premises in any way which is inconsistent with the provisions of this transfer, or if Grantee attempts to lease, convey, devise, assign or otherwise transfer the Premises to another party;

PROVIDED, HOWEVER, THAT THE FOLLOWING DESCRIBED PORTIONS OF THE ABOVE DESCRIBED REAL ESTATE ARE NOT SUBJECT TO AND ARE EXCEPTED FROM RESERVATIONS 2, 3 AND 4 ABOVE:

Those portions of the Northwest quarter of Section 26, Township 25 North, Range 3 East, W.M., in King County, Washington, described as follows:

Beginning at a point on the Inner Harbor Line, said point being on the West line of the East 50 feet of Lot 4, Block 111, Seattle Tide Lands, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington; thence North 00°08'22" West, 1179.30 feet; thence North 89°51'38" East, 6.18 feet; thence North 00°51'47" West, 134.11 feet; thence North 74°49'48" East, 221.92 feet; thence North 89°00'00" East, 61.20 feet; thence South 00°08'22" East, 1225.00 feet; thence North 89°51'38" East, 90.00 feet; thence South 19°00'34" East, 219.13 feet, more or less, to the Inner Harbor Line; thence North 82°19'41" West along the Inner Harbor Line, 445.00 feet, more or less, to the point of beginning.

Beginning at a point on the Inner Harbor Line, said point being on the West line of the East 50 feet of Lot 4, Block 111, Seattle Tide Lands, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington; thence North 00°08'22" West, 1179.30 feet; thence North 89°51'38" East, 6.18 feet; thence North 00°51'47" West, 134.11 feet to the true point

of beginning of the parcel herein described; thence North 00°51'47" West, 36.12 feet to the toe of the existing riprap; thence North 74°49'48" East along said toe, 258.19 feet; thence North 89°00'00" East continuing along said toe, 230.00 feet; thence South 01°00'00" East, 45.00 feet; thence South 89°00'00" West, 265.26 feet; thence South 74°49'48" West, 221.92 feet, more or less, to the true point of beginning.

Containing approximately 9.7 acres, more or less.

AND FURTHER PROVIDED THAT THE FOLLOWING DESCRIBED PORTION OF THE FIRST ABOVE DESCRIBED REAL ESTATE IS NOT SUBJECT TO AND IS EXCEPTED FROM PRESERVATIONS 2 AND 4 ABOVE:

That portion of the East 434 feet of a parcel of aquatic land lying between the line of elevation 0 feet Mean Lower Low Water (MLLW) datum and the line of elevation -8 feet MLLW datum, said parcel of aquatic land being located in the Northwest quarter of Section 26, Township 25 North, Range 3 East, W. M., in King County, Washington, described as follows:

Beginning at a point on the Inner Harbor Line, said point being on the West line of the East 50 feet of Lot 4, Block 111, Seattle Tide Lands, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington; thence North 00°08'22" West, 1179.30 feet; thence North 89°51'38" East, 6.18 feet; thence North 00°51'47" West, 170.23 feet to the toe of the existing riprap; thence North 74°49'48" East along said toe, 258.19 feet; thence North 89°00'00" East continuing along said toe, 461.44 feet to the East margin of vacated 23rd Avenue West as located in Block 117, Seattle Tide Lands; thence South 00°08'22" East along said margin, 1521.46 feet to the Inner Harbor Line; thence North 82°19'41" West along the Inner Harbor Line, 721.47 feet to the point of beginning.

Containing approximately 4.7 acres, more or less.

THIS DEED is given to amend that certain deed between the same parties dated October 28, 1980 and recorded May 23, 1983 under King County Recording No. 8305230931.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this _____ day of _____, 19_____.

THE PORT OF SEATTLE

President

Secretary

STATE OF WASHINGTON)) ss.
COUNTY OF KING))

On this _____ day of _____, 19_____, before me personally appeared _____ and _____ known to be the President and Secretary of the Port of Seattle, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand the day and year first above written.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires _____

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE, IT IS DUE TO THE QUALITY OF THE DOCUMENT.

EXHIBIT "B"

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE,
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FILED FOR RECORD AT REQUEST OF:

WHEN RECORDED RETURN TO:

Name _____
Address _____
City, State, Zip _____

QUITCLAIM DEED

The GRANTOR, THE CITY OF SEATTLE, a Washington municipal corporation, for and in consideration of One Dollar (\$1.00) in hand paid and certain valuable real property to be conveyed in accordance with that certain Property Exchange and Access Development Agreement dated the _____ day of _____, 19_____, (King County Recording No. _____), hereby conveys and quitclaims to GRANTEE, Elliott Bay Marina Group, a Washington general partnership, the following described real property situated in the City of Seattle, King County Washington; including any interest therein, which Grantor may hereinafter acquire:

That portion of the Northwest quarter of Section 26, Township 25 North, Range 3 East, W. M., in King County, Washington, being a parcel of aquatic lands described as follows:

- 1 -

EXHIBIT "B"

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Beginning at a point on the Inner Harbor Line, said point being on the West line of the East 50 feet of Lot 4, Block 111, Seattle Tide Lands, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington; thence North 00°08'22" West, 1179.30 feet; thence North 89°51'38" East, 6.18 feet; thence North 00°51'47" West, 134.11 feet; thence North 74°49'48" East, 221.92 feet; thence North 89°00'00" East, 61.20 feet; thence South 00°08'22" East, 1225.00 feet; thence North 89°51'38" East, 90.00 feet; thence South 19°00'34" East, 219.13 feet, more or less, to the Inner Harbor Line; thence North 82°19'41" West along the Inner Harbor Line, 445.00 feet, more or less, to the point of beginning.

Beginning at a point on the Inner Harbor Line, said point being on the West line of the East 50 feet of Lot 4, Block 111, Seattle Tide Lands, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington; thence North 00°08'22" West, 1179.30 feet; thence North 89°51'38" East, 6.18 feet; thence North 00°51'47" West, 134.11 feet to the true point of beginning of the parcel herein described; thence North 00°51'47" West, 36.12 feet to the toe of the existing riprap; thence North 74°49'48" East along said toe, 258.19 feet; thence North 89°00'00" East continuing along said toe, 230.00 feet; thence South 01°00'00" East, 45.00 feet; thence South 89°00'00" West, 265.26 feet; thence South 74°49'48" West, 221.92 feet, more or less, to the true point of beginning.

Containing approximately 9.7 acres, more or less.

DATED this _____ day of _____, 19_____.

THE CITY OF SEATTLE

By: _____
MAYOR

Attest: _____
CITY COMPTROLLER

Authorized by Ordinance _____

STATE OF WASHINGTON)) ss.
COUNTY OF KING)

On this _____ day of _____, 19____,
before me personally appeared _____,
and _____ known to be the Mayor and
City Comptroller of The City of Seattle, the corporation
that executed the within and foregoing instrument, and
acknowledged said instrument to be the free and voluntary
act and deed of said corporation, for the uses and purposes
therein mentioned, and on oath stated that they were
authorized to execute said instrument and that the seal
affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand the day
and year first above written.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires _____

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE,
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EXHIBIT "C"

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE,
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FILED FOR RECORD AT REQUEST OF:

WHEN RECORDED RETURN TO:

Name _____
Address _____
City, State, Zip _____

STATUTORY WARRANTY DEED

The GRANTOR, THE CITY OF SEATTLE, a Washington municipal corporation, for and in consideration of One Dollar (\$1.00) in hand paid and certain valuable real property to be conveyed in accordance with that certain Property Exchange and Access Development Agreement dated the _____ day of _____, 19____ (King County Recording No. _____), hereby conveys and warrants to GRANTEE, Elliott Bay Marina Group, a Washington general partnership, the following described real property, situated in the City of Seattle, King County, Washington:

Lots 1 through 5 and Lots 20 through 24, all in Block 10, Minor's Addition to the City of Seattle according to the plat thereof recorded in Volume 28 of plats, page 35, records of King County, Washington;

- 1 -

EXHIBIT "C"

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TOGETHER WITH

Lots 1 through 5, Block 113, Seattle
Tide Lands, as shown on the official
maps on file in the office of the
Commissioner of Public Lands at
Olympia, Washington.

SUBJECT TO those encumbrances set
forth on Exhibit "1" attached hereto.

DATED this _____ day of _____, 19____.

THE CITY OF SEATTLE

By: _____
MAYOR

Attest: _____
CITY COMPTROLLER

STATE OF WASHINGTON)) ss.
COUNTY OF KING))

On this _____ day of _____, 19____,
before me personally appeared _____
and _____ known to be the Mayor and
City Comptroller of The City of Seattle, the corporation
that executed the within and foregoing instrument, and
acknowledged said instrument to be the free and voluntary
act and deed of said corporation, for the uses and purposes
therein mentioned, and on oath stated that they were
authorized to execute said instrument and that the seal
affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand the day
and year first above written.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires _____

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EXHIBIT "1"

[Special exceptions set forth in Ticor Title
Insurance Commitment No. A-372409.]

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EXHIBIT "D"

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE,
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E X H I B I T A

[See special exceptions set forth in Chicago Title Insurance
Company commitment No. 130416.]

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EXHIBIT "E"

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE,
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TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT is made and entered into by and between THE PORT OF SEATTLE, a Washington quasi-municipal corporation, (the "Port") and the ELLIOTT BAY MARINA GROUP, a Washington general partnership (the "Group"). For and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the described definitions:

1.1 "Construction Area": All of those areas on Parcel 1 (as hereinbelow defined) outlined in red on the site plan attached hereto as Exhibit A and incorporated herein by this reference (the "Site Plan").

1.2 "Parcel 1": That certain real property described as Parcel 1 on the legal description attached hereto as Exhibit B and incorporated herein by this reference.

1.3 "Parcel 2": That certain real property described as Parcel 2 on the legal description attached hereto as Exhibit C and incorporated herein by this reference.

2. Parties and Purpose.

The Port is the owner of Parcel 1 and the Group is the owner of Parcel 2. The purpose of this Agreement is to set forth the terms and conditions upon which the Port will grant to the Group a temporary construction easement for the construction of certain street improvements over, under and across the Construction Area for the benefit of Parcel 2.

3. Grant of Easement.

The Port hereby conveys and grants to the Group, its successors and assigns, a non-exclusive easement (the "Construction Easement") over, upon and across the Construction Area for the purpose of constructing certain street improvements. The Construction Easement is subject to the following restrictions:

A. The street improvements to be constructed by the Group shall be substantially in the form depicted on Exhibit D attached hereto and incorporated herein, except as modifications may otherwise be approved by the Port.

B. The Construction Easement shall terminate 365 days from the date of commencement of use, which date of termination

05/23/88

-1-

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shall in no event be later than five (5) years from the date hereof; provided that such term shall be tolled for an additional period of up to six (6) years' duration, during the pendency of any appeal, action or other challenge to the Group's construction of the street improvements in the Construction Area, or to the Group's development of a marina on Parcel 2, the effect of which appeal, action or other challenge would be to make it imprudent or impractical to proceed with construction as contemplated herein.

C. The Group's use of the Construction Easement shall not unreasonably interfere with the operations of the Port on Parcel 1, and shall at all times permit the Port access it deems necessary for its operations on Parcel 1.

D. The Group agrees to defend, indemnify and hold the Port harmless from all liability and expense (including attorney's fees and other costs of litigation) incurred in connection with any injury or damage sustained, or alleged to have been sustained, relating to the granting of this Construction Easement. The Group shall procure and maintain a performance bond in an amount sufficient to cover the cost of construction activities to be conducted in the Construction Easement and shall deliver such bond to the Port prior to commencement of construction.

E. The Group shall not permit any liens to be filed against any Port property in connection with the Group's use of the Construction Easement. If any such lien is to be filed against Port property, the Group shall cause the same to be removed either in due course or within thirty (30) days of reasonable written demand by the Port to the Group for such removal, and in any event prior to any decree of foreclosure thereon; provided that if the Group in good faith desires to contest the lien, it may do so, but upon written demand by the Port the Group shall provide the Port with a surety bond in an amount and under terms sufficient to cause the lien to be fully satisfied and removed in the event a foreclosure sale of the property is ordered.

F. The Group shall, upon completion of its construction activities in the Construction Area, restore Parcel 1 and all Port property used by the Group in connection with this Construction Easement, as nearly as practicable to its condition prior to the commencement of construction.

4. Dedication. It is the intent of the Group and the Port, upon completion of the construction activities in the Construction Area, to dedicate to the City of Seattle a fee interest in all street and right-of-way improvements made by the Group in the Construction Area, pursuant to the terms of that certain Property

Exchange and Access Development Agreement (the "Exchange Agreement") among the Port, the Group and the City of Seattle, dated _____, 1988. Ownership of the improvements constructed by the Group pursuant to this temporary construction easement shall remain with the Group until such time as dedication to the City of Seattle occurs pursuant to the terms of the Exchange Agreement. Upon such dedication, this Construction Easement shall terminate (if not sooner terminated as otherwise provided herein).

5. Easements Run With Land. Each of the easements set forth in this Agreement shall be a burden upon Parcel 1 and shall be appurtenant to and for the benefit for Parcel 2 and shall run with the land.

6. Injunctive Relief. In the event of any violation or threatened violation by any owner, lessee, or occupant of Parcel 1 or Parcel 2 of the terms hereof, the owner, lessee or occupant of the other parcel shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies available under statute, at law and in equity.

7. Warranty. Each party warrants and represents to the other that it has full power and authority to execute this Agreement and to undertake the obligations contemplated hereby, and the Port warrants that there are no other easements, encumbrances or restrictions affecting Parcel 1 that will prevent the Group from being able to realize its benefits under this Agreement.

8. Successors & Assigns. This Agreement shall inure to the benefit of and be binding upon the owners of Parcel 1 and Parcel 2 and their successors and assigns.

9. Attorneys' Fees. In the event any entity or person which is entitled to the benefits of this Agreement brings an action at law or in equity to enforce or interpret this Agreement, the substantially prevailing party in such action shall be entitled to recover from the other party its reasonable attorneys' fees and all court costs in addition to all other appropriate relief. In the event work is performed on behalf of the Port by public attorneys, a determination of those attorney's

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fees shall be based on the fees charged by private attorneys of comparable expertise.

DATED this _____ day of _____, 1988.

PORT OF SEATTLE, a Washington quasi-municipal corporation

By _____
Its _____

By _____
Its _____

ELLIOTT BAY MARINA GROUP, a Washington general partnership

By _____
Its _____

By _____
Its _____

9453D

05/23/88

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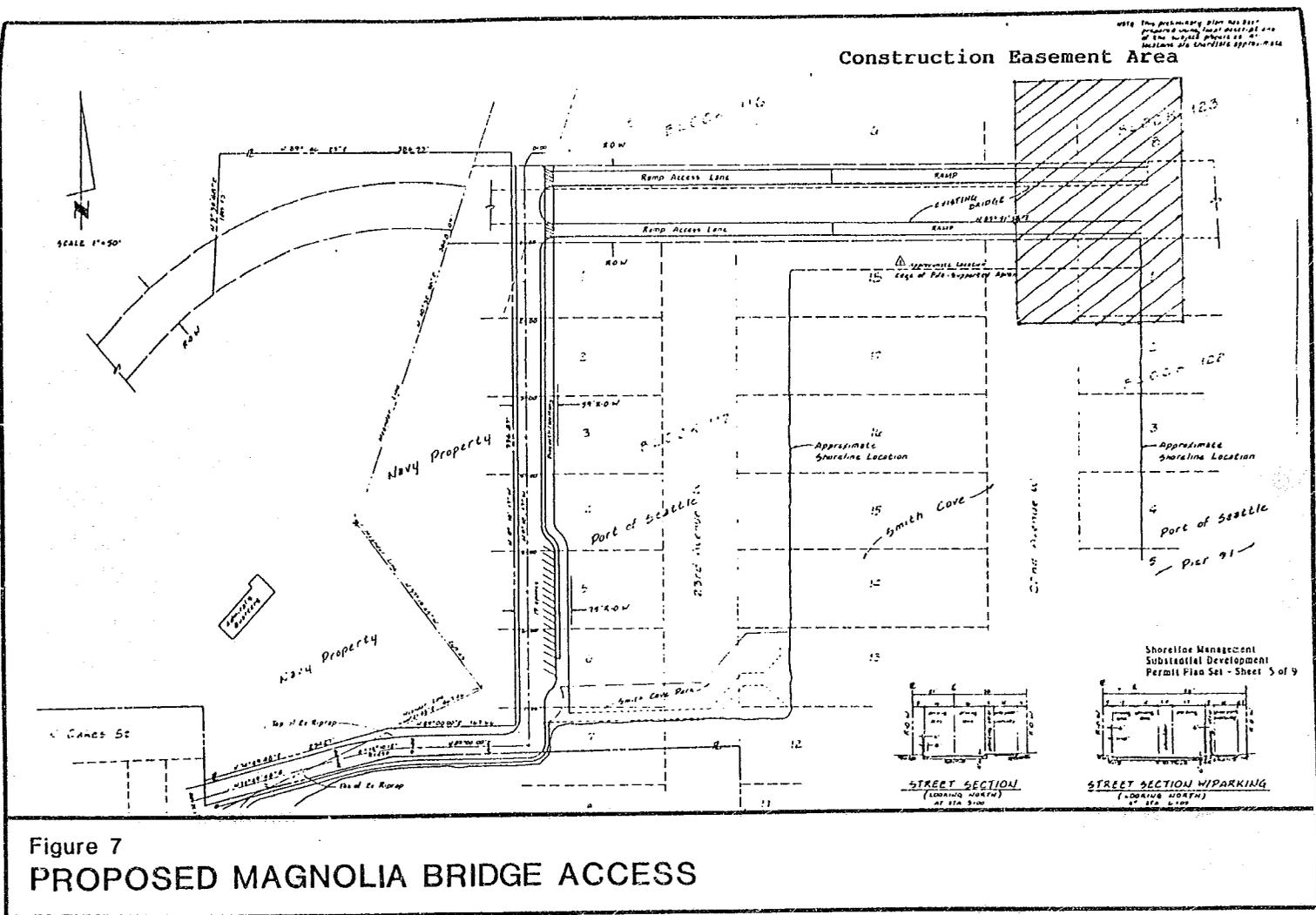


Figure 7
PROPOSED MAGNOLIA BRIDGE ACCESS

E X H I B I T A - 2

Description of Construction Easement Area

The Construction Easement Area is generally defined as that area enclosed by the following boundaries:

West boundary shall be a line 300 feet east of and parallel to the western boundary of the Pier 91 waterway (shoreline Smith Cove Park);

East boundary shall be a line 50 feet east of and parallel to the western edge of Pier 91;

North boundary shall be a line 100 feet north of the northern edge of the existing Garfield Street right-of-way; and South boundary shall be a line 100 feet south of the southern edge of the existing Garfield Street right-of-way.

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E X H I B I T C

Lots 19 to 22 inclusive, Block 1; Fractional Lots 11 and 12, Block 2; Lots 1 to 10 inclusive, and 13 to 22 inclusive, Block 4; Lots 1 to 24 inclusive, Block 7; and Lots 6, 7 and 19, Block 10; all in Minor's Addition to the City of Seattle, according to the plat recorded in Volume 2 of Plats, page 12, in King County, Washington, except that portion of said lots and blocks lying within Seattle Tide Lands;

Lots 1 to 6 inclusive, and Lots 9 to 12 inclusive, Block 102; Lots 1 to 7 inclusive, Block 103; Lots 1 to 7 inclusive, Block 104; Lots 1 to 10 inclusive, Block 105; Lots 1 to 15 inclusive, Block 106; Lots 1 to 12 inclusive, Block 107; Lots 1 to 12 inclusive, Block 108; Lots 1 to 12 inclusive, Block 109; Lots 1 to 6 inclusive, Block 110; Lots 1, 2, 3 and west half of Lot 4, Block 111; Lots 1, 2, 3 and west half of Lot 4; West half of Lot 9 and all of Lots 10, 11 and 12, Block 112; Lots 6 and 7, Block 113; Lot 1 and Lots 4 to 8 inclusive, Block 99; Lot 1 and Lots 4 to 8 inclusive, Block 100; Lots 5 to 8 inclusive, Block 97; and Lots 5 to 8 inclusive, Block 98; all in Seattle Tide Lands.
ALSO:

That portion of Government Lot 4, Section 22, Township 25 North, Range 3 East, W.M., in King County, Washington, lying west of the westerly margin of 32nd Avenue West, and southwesterly of Magnolia Boulevard and Magnolia View Addition, Division No. 2, and southeasterly of the northwesterly margin of 34th Avenue West (as shown on the plat of Seattle Tide Lands) produced northeasterly to intersect the southwesterly margin of Magnolia Boulevard, EXCEPT the northwesterly 50 feet in width thereof.

With the exception of a perpetual easement 15 feet wide for a sewer trunk line over said premises as granted to the Municipality of Metropolitan Seattle by instrument recorded April 22, 1966, under Auditor's File No. 6018631, together with a temporary construction easement to commence on April 14, 1966, and terminate on the date actual use of said easement area shall terminate or upon July 30, 1967, whichever date shall first occur.

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EXHIBIT "F"

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DEED FOR STREET PURPOSES

THE GRANTOR, THE PORT OF SEATTLE, a municipal corporation of the State of Washington, for an in consideration of One Dollar (\$1.00) and other valuable consideration, conveys to THE GRANTEE, THE CITY OF SEATTLE, FOR STREET PURPOSES, the following described real property in Seattle, King County, State of Washington:

That portion of Sections 23 and 26, Township 25 North, Range 3 East, W.M., in King County, Washington, described as follows:

Beginning at a point on the Inner Harbor Line, said point being on the West line of the East 50 feet of Lot 4, Block 111, Seattle Tide Lands, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington; thence North 00°08'22" West, 1179.30 feet; thence North 89°51'38" East, 6.18 feet; thence North 00°51'47" West, 170.23 feet to the toe of the existing rip-rap and the true point of beginning of the parcel herein described; thence North 00°51'47" West, 30.96 feet, more or less, to a point lying South 00°51'47" East, 95.00 feet from the Southwesterly corner of Lot 17, Block 9 of Minor's Addition to the City of Seattle; thence North 74°49'48" East, 254.27 feet; thence North 89°00'00" East, 167.66 feet; thence North 00°10'17" West, 620.66 feet, more or less to the Southerly margin of vacated West Garfield Street; thence North 89°51'38" East along said Southerly margin, 59.00 feet; thence South 00°10'17" East, 365.00 feet; thence South 47°10'17" East, 22.63 feet; thence South 00°10'17" East, 268.54 feet, more or less, to the toe of existing rip-rap; thence South 89°00'00" West along said toe, 238.51 feet; thence South 74°49'48" West continuing along said toe, 258.19 feet, more or less, to the true point of beginning.

EXHIBIT "F"

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ALSO:

That portion of Section 23, Township 25 North, Range 3 East, W.M., in King County, Washington, described as follows:

Beginning at a point on the Inner Harbor Line, said point being on the West line of the East 50 feet of Lot 4, Block 111, Seattle Tide Lands, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington; thence North 00°08'22" West, 1179.30 feet; thence North 89°51'38" East, 6.18 feet; thence North 00°51'47" West, 201.19 feet, more or less, to a point lying South 00°51'47" East, 95.00 feet from the Southwesterly corner of Lot 17, Block 9 of Minor's Addition to the City of Seattle; thence North 74°49'48" East, 254.27 feet; thence North 89°00'00" East, 167.66 feet; thence North 00°10'17" West, 620.66 feet, more or less, to the Southerly margin of vacated West Garfield Street and the true point of beginning of the parcel herein described; thence North 00°10'17" West, 100.00 feet, more or less, to the Northerly margin of vacated West Garfield Street; thence North 89°51'38" East along said Northerly margin, 498.15 feet, more or less, to the Northerly production of the Easterly margin of vacated 23rd Avenue West as located in Block 117, Seattle Tide Lands; thence South 00°08'22" East along said Northerly production, 100.00 feet, more or less, to the Southerly margin of vacated West Garfield Street; thence South 89°51'38" West along said Southerly margin, 498.09 feet, more or less, to the true point of beginning.

DATED this _____ day of _____, 198__.

PORT OF SEATTLE

By _____
EXECUTIVE DIRECTOR

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE, IT IS DUE TO THE QUALITY OF THE DOCUMENT.

EXHIBIT "G"

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE,
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RELEASE OF EASEMENT

THE CITY OF SEATTLE, a municipal corporation of the State of Washington, hereby grants to the PORT OF SEATTLE a release of the Port's Terminal 91 Property from that certain public easement created in the quitclaim deed from the Port conveying an open water park to the City dated October 28, 1980 and recorded at King County Recording No. 8305230931, therein described as follows:

an easement for access to a waterfront view site by the public over a paved road at least 24 feet wide running from the North Entrance, on West Halladay Street, to Grantor's Terminal 91 (Piers 90-91) Terminal to Farragut Avenue, and thence to a waterfront view site which shall be adjacent to the North boundary of said Premises.

DATED this _____ day of _____, 19____.

Superintendent of Parks and Recreation

STATE OF WASHINGTON)) ss.
COUNTY OF KING))

On this _____ day of _____, 19____, before me personally appeared _____ known to be the Superintendent of Parks and Recreation of The City of Seattle, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE, IT IS DUE TO THE QUALITY OF THE DOCUMENT.

corporation, for the uses and purposes therein mentioned,
and on oath stated that they were authorized to execute said
instrument and that the seal affixed is the corporate seal
of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand the day
and year first above written.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires _____

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE,
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EXHIBIT "H"

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE,
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EASEMENT FOR BICYCLE AND
PEDESTRIAN ACCESS PURPOSES

The GRANTOR, the Port of Seattle, a Washington quasi-municipal corporation, hereby grants to GRANTEE, The City of Seattle, a Washington municipal corporation, a non-exclusive easement six feet in width for public bicycle and pedestrian access purposes across that portion of Grantor's Terminal 91 property improved with an existing bicycle pedestrian path, more particularly described as follows:

A bicycle pedestrian path ten feet in width connecting West Garfield Street and West Halladay Street, generally located at the toe of the east slope of Magnolia hill along the western boundary of the northern one-half of the Port of Seattle Pier Terminal 91 property; the easement for said bicycle/pedestrian path encumbering portions of Blocks 157, 158, 161, 177 and Unplatted Reserve "B," Gilman Addition, as recorded in Volume 5 of Plats, Page 93, Records of King County, Washington, TOGETHER with vacated streets and alleys adjoining; AND portions of Blocks 115 and 116 Seattle Tidelands, TOGETHER with portions of vacated streets and alleys adjoining;

All as shown on Exhibit "1" and "2" hereto and by this reference incorporated herein.

Reserving to the Grantor the right to relocate the bicycle path at its own sole expense from time to time

- 1 -

EXHIBIT "H"

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upon a location providing pedestrian and bicycle access across Pier 91 substantially equivalent to the existing path; provided, Grantee shall have the right of approval of such relocated access, which shall not be unreasonably withheld.

DATED this _____ day of _____, 19____.

THE PORT OF SEATTLE

President

Secretary

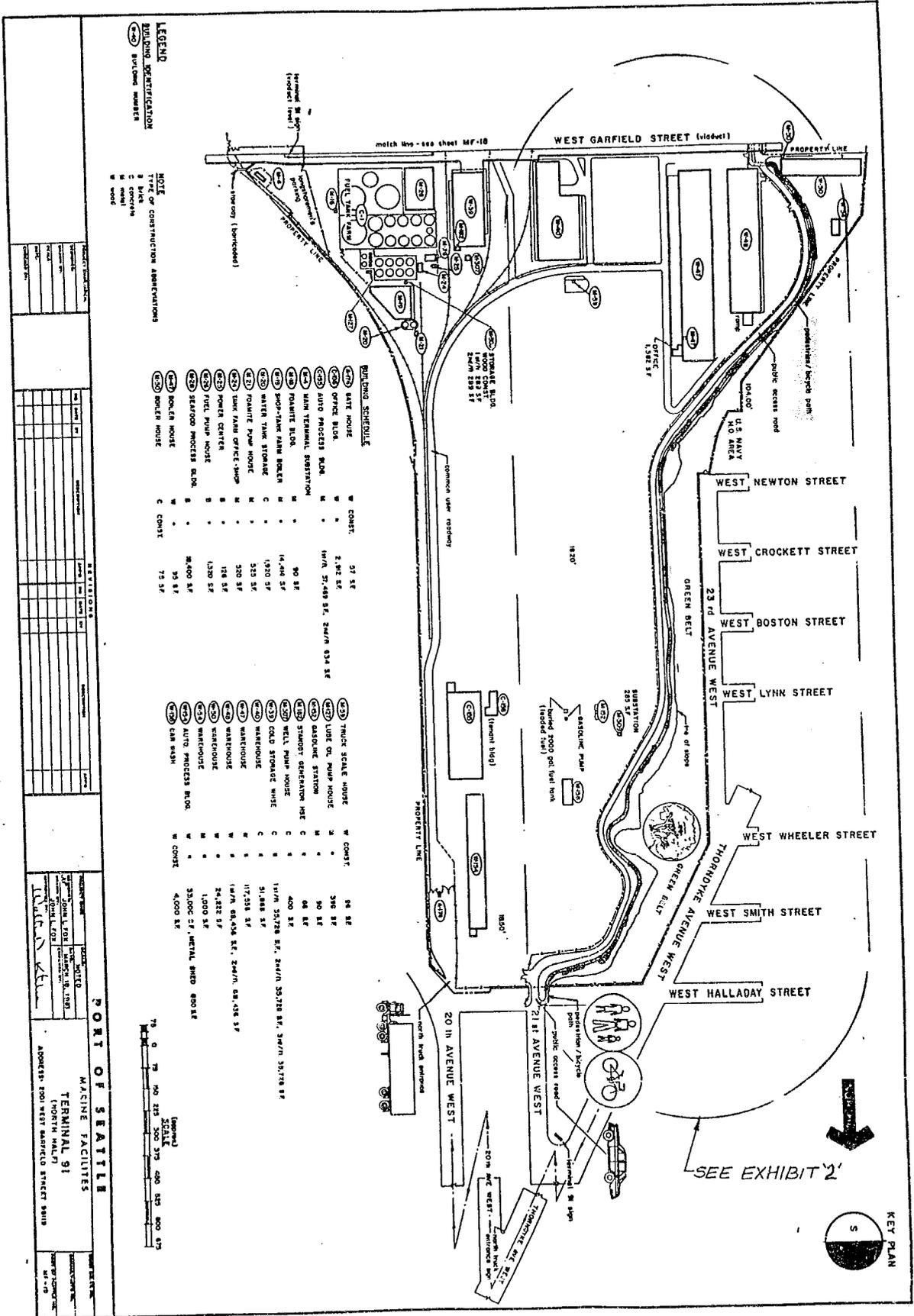
STATE OF WASHINGTON)) ss.
COUNTY OF KING))

On this _____ day of _____, 19____, before me personally appeared _____ and _____ known to be the President and Secretary of the Port of Seattle, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand the day and year first above written.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires _____

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LEGEND
 BUILDING DESIGNATION
 (Symbol) Building Number

NOTE
 TYPE OF CONSTRUCTION ABREVIATIONS
 W WAREHOUSE
 C CONCRETE
 S STEEL
 M METAL
 W WOOD

BUILDING SCHEDULE

Symbol	Description	Area (sq ft)	Construction Type
(S27)	WATER HOUSE	57 SF	W
(S28)	OFFICE BLDG.	2,942 SF	W
(S29)	AUTO PROCESS BLDG.	1471/ 57,489 SF, 244/11 834 SF	W
(S30)	AIR TERMINAL, RESTRICTION	90 SF	M
(S31)	FRANKE BLDG.	14,416 SF	M
(S32)	POST-TENSION BEAM BLDG.	1,920 SF	C
(S33)	WATER TANK STORAGE	523 SF	C
(S34)	FRANKE PUMP HOUSE	520 SF	M
(S35)	TRUCK SCALE HOUSE	184 SF	M
(S36)	POWER CENTER	1,320 SF	M
(S37)	WELL PUMP HOUSE	8,400 SF	M
(S38)	WATER PROCESS BLDG.	93 SF	W
(S39)	WHEELER HOUSE	73 SF	C

(S40)	TRUCK SCALE HOUSE	64 SF	W
(S41)	LIGHT OIL PUMP HOUSE	398 SF	S
(S42)	BARCODE STATION	64 SF	M
(S43)	STANDARD GENERATOR HSE	400 SF	C
(S44)	WELL PUMP HOUSE	171/11 35,728 SF, 244/11 35,728 SF	M
(S45)	COLD STORAGE WAREHOUSE	11,735 SF	M
(S46)	WAREHOUSE	14,711 88,458 SF, 244/11 64,438 SF	M
(S47)	WAREHOUSE	24,872 SF	M
(S48)	WAREHOUSE	1,000 SF	M
(S49)	WAREHOUSE	33,000 SF METAL BRND 600 SF	M
(S50)	CAN WASH	4,000 SF	W

Symbol	Description	Area (sq ft)	Construction Type
(S51)	TRUCK SCALE HOUSE	64 SF	W
(S52)	LIGHT OIL PUMP HOUSE	398 SF	S
(S53)	BARCODE STATION	64 SF	M
(S54)	STANDARD GENERATOR HSE	400 SF	C
(S55)	WELL PUMP HOUSE	171/11 35,728 SF, 244/11 35,728 SF	M
(S56)	COLD STORAGE WAREHOUSE	11,735 SF	M
(S57)	WAREHOUSE	14,711 88,458 SF, 244/11 64,438 SF	M
(S58)	WAREHOUSE	24,872 SF	M
(S59)	WAREHOUSE	1,000 SF	M
(S60)	WAREHOUSE	33,000 SF METAL BRND 600 SF	M
(S61)	CAN WASH	4,000 SF	W

PORT OF SEATTLE
 MACHINE FACILITIES
TERMINAL 91
 (NORTH HALL)
 ADDRESS: 2001 WEST GARFIELD STREET SEASIDE
 PORT OF SEATTLE
 MAP NO. 18

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EXHIBIT '1' ("H")

EXHIBIT "I"

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE,
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City of Seattle

Executive Department-Office of Management and Budget
James P. Ritch, Director
Charles Royer, Mayor



May 18, 1988

The Honorable Douglas Jewett
City Attorney
City of Seattle

Dear Mr. Jewett:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING
DEPARTMENT: Engineering and Parks

SUBJECT: An ordinance authorizing an agreement between the City of Seattle, the Port of Seattle, and the Elliott Bay Marina Group which provides for the exchange of certain parcels of property, and for the dedication and release of certain rights of way.

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation to your office for review and drafting.

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMB. Any specific questions regarding the legislation can be directed to Claudia Ellsworth.

Sincerely,

Charles Royer
Mayor

by

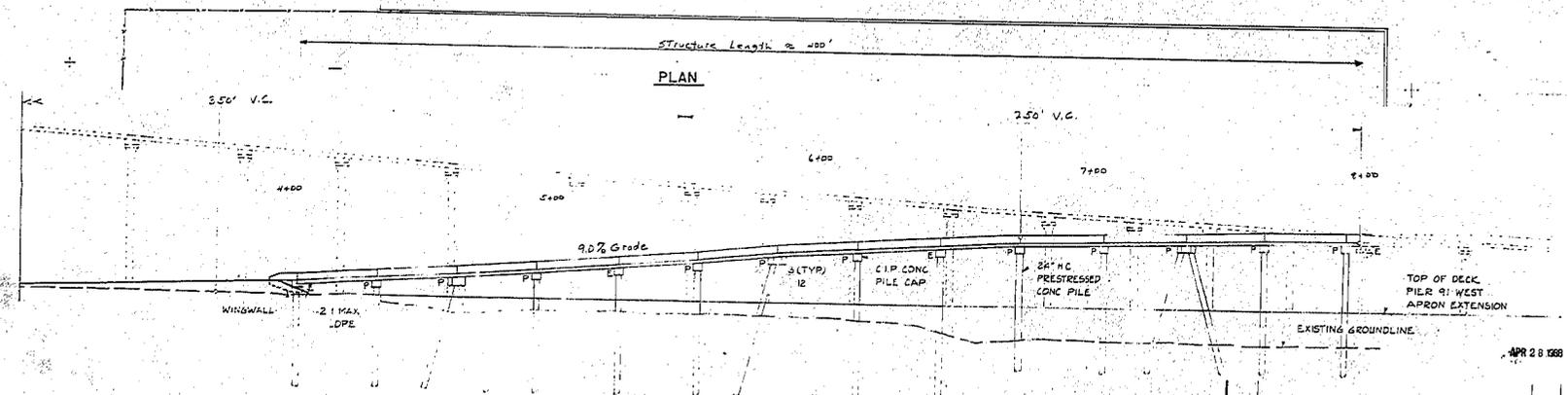
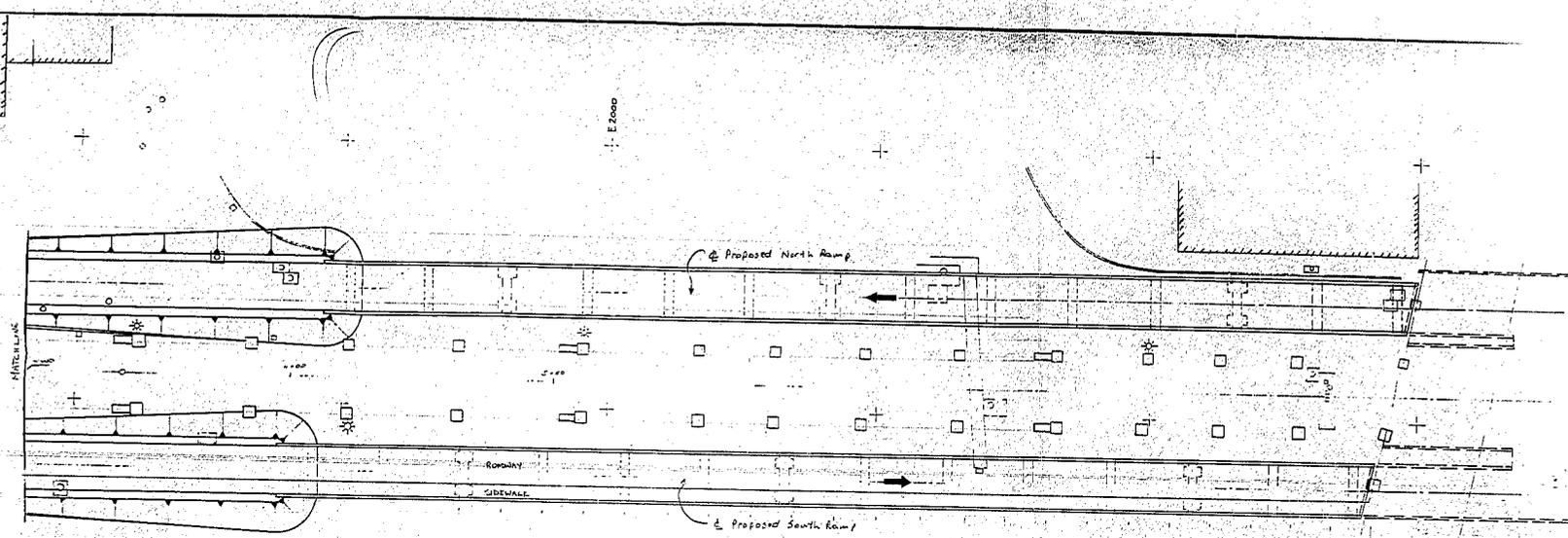
JAMES P. RITCH *for*
Budget Director

JR/ce/lb

Enclosure

cc: Director, SED
Superintendent, Parks

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE,
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PLAN

ELEVATION

DO NOT SCALE THIS DRAWING. FOLLOW DIMENSIONS.

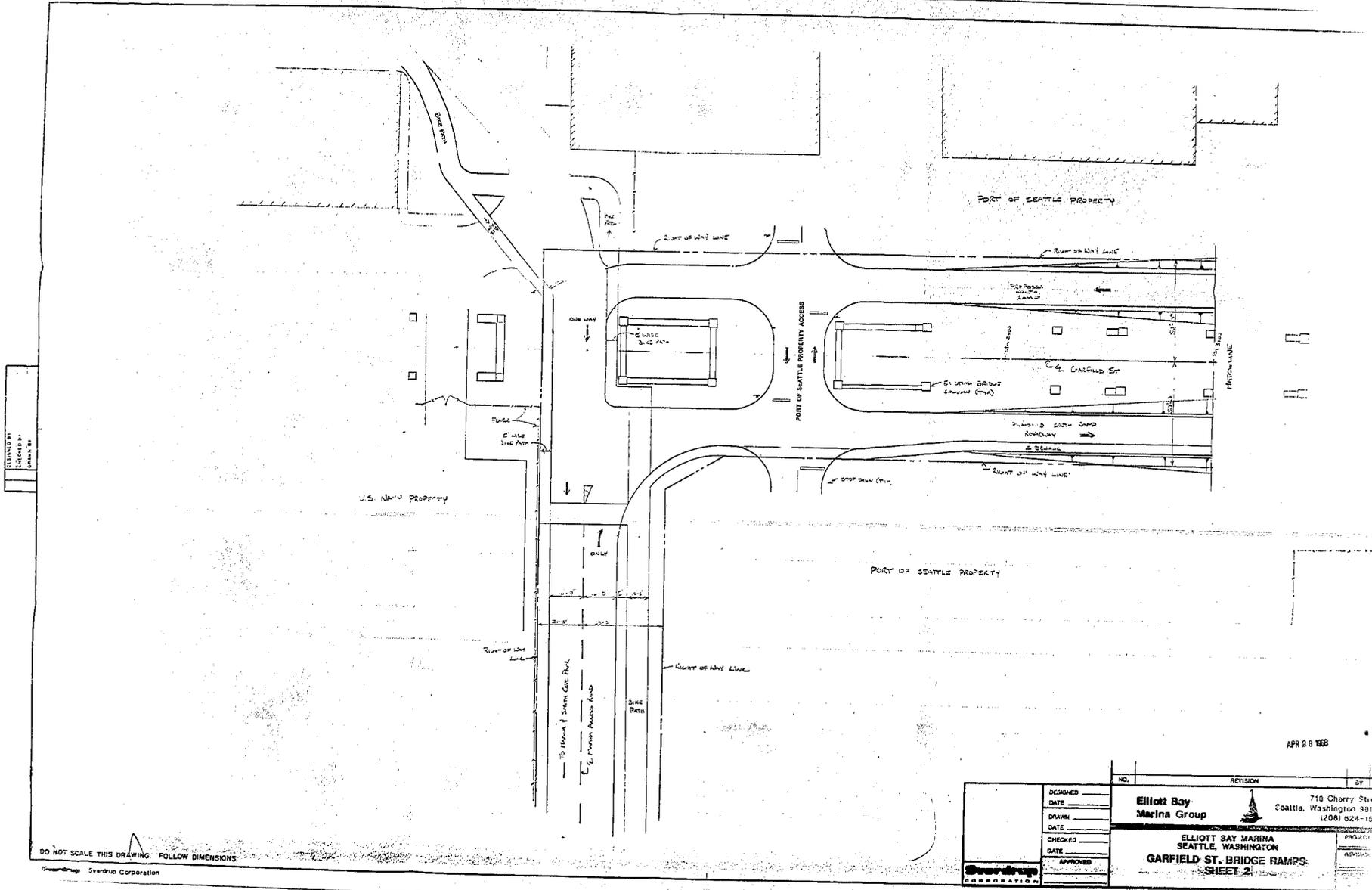
APR 28 1988

DESIGNED	_____
DATE	_____
DRAWN	_____
DATE	_____
CHECKED	_____
DATE	_____
APPROVED	_____

NO.	REVISION	BY	DATE
Elliott Bay Marina Group 710 Cherry Street Seattle, Washington 98104 (206) 624-1551		PROJECT NO. REVISION NO. SHEET NO. OF	
ELLIOTT BAY MARINA SEATTLE, WASHINGTON GARFIELD ST. BRIDGE RAMPS PLAN AND ELEVATION			



SHEET 1



APR 28 1958

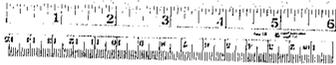
DO NOT SCALE THIS DRAWING. FOLLOW DIMENSIONS.

Sverdrup Corporation

DESIGNED	NO.	REVISION	BY	DATE
DATE				
DRAWN				
DATE				
CHECKED				
DATE				
APPROVED				

Elliott Bay Marina Group
 710 Cherry Street
 Seattle, Washington 98104
 (206) 624-1551

**ELLIOTT BAY MARINA
 SEATTLE, WASHINGTON
 GARFIELD ST. BRIDGE RAMP
 SHEET 2**



LAW DEPARTMENT

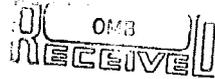
THE CITY OF SEATTLE

CRIMINAL DIVISION
1055 DEXTER HORTON BLDG.
SEATTLE, WA 98104
(206) 684-7757

DOUGLAS N. JEWETT, CITY ATTORNEY
10TH FLOOR MUNICIPAL BUILDING
SEATTLE, WASHINGTON 98104
(206) 684-8200

UTILITIES DIVISION
1015 THIRD AVE., SUITE 902
SEATTLE, WA 98104
(206) 684-3528

May 18, 1988



The Honorable Sam Smith
President, Seattle City Council

MAY 18 1988

839517

Re: Elliott Bay Marina Project

Dear Councilman Smith:

Please accept for filing an ordinance authorizing the Mayor to execute an agreement with the Port of Seattle and the Elliott Bay Marina Group as directed by the Council in Resolution 27475. The agreement provides for the exchange of a parcel of Park Department property in and on the edge of Smith Cove for a much larger parcel to the west, thereby consolidating the City's Magnolia Tidelands holdings and providing for substantial public amenities at the Marina itself. The Port will dedicate a portion of Pier 91 property for access to the site.

An emergency permit to begin work on the privately owned portion of the site for landfill for the Marina has been granted because this fill will greatly reduce the danger to homes on the bluff above the site which are now under threat of imminent loss due to landslide. In order to prevent any interruption in this work, we request that the appropriate committee calendar this ordinance for review as soon as possible.

Attachments to the Agreement are still being prepared by other parties. We will provide the Council with copies for filing with the ordinance when received.

Thank you for your prompt attention to this matter. If you have any questions, please call the undersigned assistant.

Very truly yours,

DOUGLAS N. JEWETT
City Attorney

By *Judith B. Barbour*
JUDITH B. BARBOUR
Assistant City Attorney

JBB:bps

cc: Jim Ritch
Gary Zarker
Bud Girtch

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE, IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Affidavit of Publication

City of Seattle

ORDINANCE 114006

AN ORDINANCE authorizing the Mayor to execute an agreement between the City of Seattle, the Port of Seattle and the Elliott Bay Marina Group which provides for the exchange of certain parcels of property, and for the dedication and release of certain rights of way.

WHEREAS, the City issued a shoreline substantial development permit to Elliott Bay Marina Group for a twelve hundred slip marina to be developed at the base of Magnolia Bluff; and

WHEREAS, access to the marina is proposed to be by public street across from the Port of Seattle's Terminal 91 property from off ramps to be added to the Magnolia Bridge and;

WHEREAS, the Port of Seattle is willing to dedicate the required area for street purpose upon the condition that the existing access roadway to Smith Cove Park north of West Garfield Street be dedicated; and

WHEREAS, as a result of an appeal to the Shoreline Hearing Board by certain residents of the Magnolia area and the Magnolia Community Club, by stipulated order the boundary of the marina project was shifted eastward in order to ameliorate impacts of the marina development on private property in the vicinity; and

WHEREAS, an eastward shift of the marina project would encroach upon the City's Smith Cove Open Water Park, acquired from the Port of Seattle by quitclaim deed dated October 28, 1980, which deed provides for the Port's recapture of the property if the City uses it for purposes inconsistent with the provision of the deed or attempts to transfer it to another party; and

WHEREAS, the Port is willing to modify the deed to permit the shift of the marina boundary eastward 280 feet and the exchange of that portion of the park to be occupied for the marina site upon the City's request to do so; and

WHEREAS, the Transportation Committee and the Parks and Public Grounds Committee of the City Council held a joint public hearing on June 25, 1988 and thereafter recommended to the full Council that the City enter into agreements with the Port of Seattle and the Elliott Bay Marina Group to accomplish the street dedications and property exchange; and

WHEREAS, by Resolution 27475 the Council directed that such agreements be negotiated; NOW THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Mayor is hereby authorized for and on behalf of the City of Seattle to execute a Property Exchange and Access Development Agreement, substantially in the form of Exhibit "1" hereto, providing for amendment of the quitclaim deed from the Port to the City dated October 28, 1980 establishing Smith Cove Open Water Park for the disposition of the following described City property:

Lots 1 through 5 and 20 through 24, Block 10, minor's addition and Lots 1 through 5 Block 113, Seattle Tidelands,

AS WELL AS

That portion of the Northwest quarter of Section 26, Township 23 North, range 3 East, W. M. in King County, Washington, being a parcel of aquatic lands described as follows:

Beginning at a point on the Inner Harbor Line, said point being on the West line of the East 50 feet of Lot 4, Block 111, Seattle Tide Lands, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington; thence North 00° 00' 22" West, 1179.30 feet; thence North 89° 51' 39" East, 6.18 feet; thence North 00° 51' 47" West, 134.11 feet; thence North 74° 49' 48" East, 221.82 feet; thence North 89° 00' 00" East, 61.29 feet; thence South 60° 08' 22" East, 1225.00 feet; thence North 39° 51' 58" East, 90.00 feet; thence South 19° 00' 34" East, 218.13 feet, more or less, to the Inner Harbor Line; thence North 32° 19' 41" West along the Inner Harbor Line, 445.00 feet, more or less to the point of beginning;

AND

Beginning at a point on the Inner Harbor Line, said point being on the West line of the East 50 feet of Lot 4, Block 111, of the Seattle Tide Lands, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington; thence north 00° 00' 22" West, 1179.30 feet; thence North 89° 51' 39" East, 6.18 feet; thence North 00° 51' 47" West, 134.11 feet to the true point of beginning of the parcel herein described; thence North 00° 51' 47" West, 36.12 feet to the toe of the existing riprap; thence North 74° 49' 48" East along said toe, 228.19 feet; thence North 89° 00' 00" East continuing along said toe, 239.00 feet; thence South 01° 00' 00" East, 43.00 feet; thence South 89° 00' 00" West, 285.28 feet; thence South 74° 49' 48" West, 221.82 feet, more or less, to the true point of beginning;

in exchange for the following described real property:

Lots 5 through 8, Block 97; Lots 5 through 8, Block 98; Lot 1 and Lots 4 through 8, Block 99; Lot 1 and Lots 4 through 6, Block 100; Lots 1 through 12, Block 102; Lots 1 through 6, Block 103; Lots 1 through 7, Block 104; and Lot 1 of Block 105, Seattle Tidelands

for the application of right of eminent domain

STATE OF WASHINGTON KING COUNTY--SS.

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

Ordinance No. 114006

was published on June 23, 1988

Subscribed and sworn to before me on

June 23, 1988

Notary Public for the State of Washington,
residing in Seattle.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE, IT IS DUE TO THE QUALITY OF THE DOCUMENT.

WHEREAS, the Port is willing to modify the deed to permit the shift of the marina boundary eastward 280 feet and the exchange of that portion of the park to be so occupied for a parcel to the west of the marina site upon the City's request to do so; and

WHEREAS, as a result of an appeal to the Shoreline Hearing Board by certain residents of the Magnolia area and the Magnolia Community Club, by stipulated order the boundary of the marina project was shifted eastward in order to ameliorate impacts of the marina development on private property in the vicinity; and

WHEREAS, an eastward shift of the marina project would encroach upon the City's Smith Cove Open Water Park, acquired from the Port of Seattle by quitclaim deed dated October 28, 1980, which deed provides for the Port's recapture of the property if the City uses it for purposes inconsistent with the provision of the deed or attempts to transfer it to another party; and

WHEREAS, the Port is willing to modify the deed to permit the shift of the marina boundary eastward 280 feet and the exchange of that portion of the park to be so occupied for a parcel to the west of the marina site upon the City's request to do so; and

WHEREAS, the Transportation Committee and the Parks and Public Grounds Committee of the City Council held a joint public hearing on June 25, 1988 and thereafter recommended to the full Council that the City enter into agreements with the Port of Seattle and the Elliott Bay Marina Group to accomplish the street dedications and property exchange; and

WHEREAS, by Resolution 27475 the Council directed that such agreements be negotiated; NOW THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Mayor is hereby authorized for and on behalf of The City of Seattle to execute a Property Exchange and Access Development Agreement, substantially in the form of Exhibit "1" hereto, providing for amendment of the quitclaim deed from the Port to the City dated October 25, 1980 establishing Smith Cove Open Water Park; for the disposition of the following described City property:

Lots 1 through 5 and 20 through 24, Block 10, minor's addition and Lots 1 through 5 Block 113, Seattle Tidelands,

AS WELL AS

That portion of the Northwest quarter of Section 26, Township 25 North, range 3 East, W. M., in King County, Washington, being a parcel of aquatic lands described as follows:

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AND

Beginning at a point on the Inner Harbor Line, said point being on the West line of the East 50 feet of Lot 4, Block 111, Seattle Tide Lands, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington; thence North 00° 08' 22" West, 1178.30 feet; thence North 89° 51' 38" East, 6.18 feet; thence North 00° 51' 47" West, 134.11 feet to the true point of beginning of the parcel herein described; thence North 00° 51' 47" West, 36.12 feet to the toe of the existing riprap; thence North 74° 49' 48" East along said toe, 268.19 feet; thence North 89° 00' 00" East continuing along said toe, 230.00 feet; thence South 01° 00' 00" East, 45.00 feet; thence South 89° 00' 00" West, 265.28 feet; thence South 74° 49' 48" West, 221.92 feet, more or less, to the true point of beginning;

in exchange for the following described real property:

Lot 5 through 8, Block 87; Lots 5 through 8, Block 88; Lot 1 and Lots 4 through 8, Block 89; Lot 1 and Lots 4 through 8, Block 100; Lots 1 through 12, Block 102; Lots 1 through 6, Block 103; Lots 1 through 7, Block 104; and Lot 1 of Block 105, Seattle Tidelands.

for the dedication of right-of-way by the Port and construction of street improvements thereon by Elliott Bay Marina Group in exchange for the City's release of a certain public access easement; and for certain other matters in connection therewith all as more fully described in Exhibit "1" which is by this reference incorporated herein.

Section 2. Any acts consistent with and prior to the effective date of this ordinance are hereby ratified and confirmed.

Section 3. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 8th day of June, 1988 and signed by me in open session in authentication of its passage this 6th day of June, 1988.

SAM SMITH
President of the City Council.
Approved by me this 13th day of June, 1988.

CHARLES ROYER,
Mayor.
Filed by me this 13th day of June, 1988.
Attest: **NORWARD J. BROOKS**,
City Comptroller and City Clerk.
(Seal) By **MARGARET CARTER**,
Deputy Clerk.

Publication ordered by **NORWARD J. BROOKS**, Comptroller & City Clerk.
Date of official publication in Daily Journal of Commerce, Seattle, June 23, 1988.
(C-522-3)

as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

..... Ordinance No. 114006

was published on June 23, 1988

R. Spring
Subscribed and sworn to before me on
June 23, 1988

Robert L. James
Notary Public for the State of Washington,
residing in Seattle.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE, IT IS DUE TO THE QUALITY OF THE DOCUMENT.

TIME AND DATE STAMP

SPONSORSHIP

THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

Adelene Sibonga

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO: _____

PRESIDENT'S SIGNATURE

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