Ordinance No. 123418

Council Bill No. 116979

AN ORDINANCE relating to the Mercer Corridor West Phase Project; authorizing the execution of an agreement between The City of Seattle and IRIS Holdings, LLC, relating to the extension of Sixth Avenue North between Mercer and Harrison streets.

Related Legislation File:

Date Introduced and Referred: Sept. 20, 2010	To: (committee): Transportation
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: 10.4.10	Date Presented to Mayor: 10.5.10
Date Signed by Mayor: 10.13.10	Date Returned to City Clerk: 10.13.10
Published by Title Only X Published in Full Text	Date Vetoed by Mayor:
Date Veto Published:	Date Passed Over Veto:
Date Veto Sustained:	Date Returned Without Signature:

The City of Seattle – Legislative Department

Council Bill/Ordinance sponsored by: Tim Burgess

Committee Action:

Date	Recommendation	Vote
9-28-10	PASS	TR, JG, SC, TB, MO 5-0

This file is complete and ready for presentation to Full Council.

Full Council Action:

Date	Decision	Vote
10.4.10	Passed	9-0

Law Department

Joyce C. Kling
SDOT City-IRIS Sixth Avenue Extension
September 9, 2010
Version #1a

ORDINANCE 123418

AN ORDINANCE relating to the Mercer Corridor West Project; authorizing the execution of an agreement between The City of Seattle and IRIS Holdings, LLC, relating to the extension of Sixth Avenue North between Mercer and Harrison streets.

WHEREAS, IRIS Holdings, LLC ("IRIS") owns property that it purchased from the City in 2006 for construction of the Bill & Melinda Gates Foundation headquarters (the "Gates Foundation Campus Property"); and

WHEREAS, the City is undertaking the Mercer West Project which, among other things, contemplates reconnecting the street grid in the vicinity of the Gates Foundation Campus Property, including the extension of Sixth Avenue North between Mercer and Harrison streets; and

WHEREAS, in 2005, pursuant to Ordinance Number 121879, the City and IRIS entered into an agreement by which IRIS agreed to defer construction on that portion of vacated Sixth Avenue North that bisects the Gates Foundation Campus Property through September 30, 2010, to give the City the opportunity to identify funding and implement the Mercer West Project, including the Sixth Avenue North extension; and

WHEREAS, the City and the Washington State Department of Transportation are moving forward with analysis and environmental review on two options for the extension of Sixth Avenue North, one of which would bisect the Gates Foundation Campus Property ("Option 1") and one of which would go along the eastern edge of the property ("Option 2"); and

WHEREAS, the City and IRIS have identified certain areas in which they can coordinate their respective construction projects and exchange property so as to achieve efficiencies and costs savings to the City's Mercer West Project if the City selects Option 2; and

WHEREAS, the City and IRIS wish to memorialize their agreements and replace the 2005 agreement in order to avoid delay to their respective projects;

NOW, THEREFORE,

DAS CITY

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of Transportation or his designee is hereby authorized to execute, for and on behalf of the City of Seattle, an agreement with IRIS Holdings, LLC, substantially in the form of Attachment 1 hereto, entitled "Sixth Avenue Extension Agreement."

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

Passed by the City Council the 4th day of October, 2010, and signed by me in open session in authentication of its passage this 4th day of October, 2010.

President _____ of the City Council

Approved by me this 13th day of October, 2010.

Michael McGinn, Mayor

Filed by me this 13th day of October, 2010.

City Clerk

(Seal)

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Attachment 1 SDOT IRIS Sixth Avenue Extension Agreement

Exhibit A to Attachment 1	Legal Description of the Gates Foundation Campus Property
Exhibit B to Attachment 1	Dedicated Land for Sixth Avenue Right-of-Way
Exhibit C to Attachment 1	Plan for IRIS and City Project Coordination
Appendix 1	Scope of Interfacing Work
Appendix 2	Annotated Exhibit B – Depiction of Interfacing Work
Appendix 3	Schedule
Exhibit D to Attachment 1	Designated Representatives
Exhibit E to Attachment 1	Utilities Relocation Agreement

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SIXTH AVENUE EXTENSION AGREEMENT

THIS AGREEMENT providing for a dedication of land to extend Sixth Avenue between Mercer and Harrison Streets, and other related agreements among the parties hereto, is made and entered into as of this _____ day of _____, 2010 by and between the City of Seattle, a Washington municipal corporation ("City"), and IRIS Holdings, LLC, a Washington limited liability company ("IRIS") (individually, a "Party"; collectively, the "Parties").

RECITALS

A. IRIS is a wholly-owned entity of the Bill & Melinda Gates Foundation (the "Gates Foundation").

B. On November 28, 2006, IRIS purchased the 5th Avenue North Parking Lot ("Lot 2") from the City for construction and location of the headquarters of the Gates Foundation.

C. IRIS is completing construction of Phase 1 of the headquarters campus, consisting of two offices buildings, and currently intends to complete Phase 2 of the campus, consisting of a third office building, sometime in the 2014 to 2017 timeframe ("Building C"). The land owned by IRIS on which the Gates Foundation campus is located is described in Exhibit A to this Agreement ("Gates Foundation Campus Property").

D. Before the sale of Lot 2 to IRIS, the City began contemplating substantial transportation improvements in the vicinity of the Gates Foundation Campus Property as part of its Mercer Corridor Program (the "Mercer West Project"). The Mercer West Project consists of: (1) the widening of Mercer Street immediately north of the Gates Foundation Campus Property ("Mercer Street Widening"); and (2) extension of Sixth Avenue between Mercer and Harrison Streets ("Sixth Avenue Extension"). The Mercer West Project includes the closure of Broad Street between Fifth Avenue North and Ninth Avenue North, and extension of Harrison Street, Thomas Street, and Taylor Avenue North across the existing Broad Street right-of-way to create an urban street grid. The Mercer West Project improvements will provide new connections in coordination with the Alaska Way Viaduct and Seawall Replacement Project (the "AWVSR Project"), which AWVSR Project includes, in addition to the new arterial street connections across SR 99, closure of the Aurora Off-Ramp to Broad Street.

E. In 2005 the City and IRIS entered into an agreement entitled "Rights-of-Way Agreement: Lowered Aurora and Projects Affecting Lot 2" (the "Rights-of-Way Agreement") by which IRIS agreed to defer construction within the vicinity of vacated Sixth Avenue North on the Gates Foundation Campus Property up to September 30, 2010

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to give the City the opportunity to identify funding and to implement the Mercer West Project, including the Sixth Avenue Extension, as part of the Lowered Aurora option of the AWVSR Project. At that time, the City envisioned reconnecting Sixth Avenue North across Mercer Street.

F. Presently, the City and the Washington State Department of Transportation ("WSDOT") are completing a Supplemental Draft Environmental Impact Statement ("SDEIS") for the AWVSR Project that analyzes a bored tunnel under downtown Seattle that connects a new SR 99 tunnel to the existing SR 99 corridor near Mercer Street. Under the bored tunnel alternative, extension of Sixth Avenue would provide a connection into the southbound SR 99 tunnel from Mercer Street to the north and Harrison Street to the south and Sixth Avenue North would not extend across Mercer Street. The SDEIS for the Alaskan Way Viaduct Replacement Project Bored Tunnel Alternative includes two options for the extension of Sixth Avenue from Harrison Street to Mercer Street. Under Option 1, Sixth Avenue North will bisect the Gates Foundation Campus Property, ending at Mercer Street. Option 2 extends Sixth Avenue North to Mercer Street in an alignment along the eastern edge of the Gates Foundation Campus Property. Regardless of which option is selected, the Mercer West Project improvements will require the City to acquire additional right-of-way from IRIS and entail the closure of portions of Broad Street in the vicinity of the Gates Foundation Campus Property. The 2005 Rights-of-Way Agreement anticipated the Broad Street closure and subsequent vacation (the "Broad Street Vacation"), and the conveyance to IRIS of certain abutting property that would become surplus to City needs, in whole or partial exchange for other IRIS property required by the City.

G. This Agreement is contingent upon the City and State selecting Option 2. The location of Option 2, including the land required of IRIS for implementation of Option 2 ("Dedicated Land for Sixth Avenue Right-of-Way"), is generally described and depicted in Exhibit B to this Agreement but will in all cases be sufficient for City right-of-way needs. The City's interest is in reconnecting the street grid, including Sixth Avenue, regardless of the final configuration of the AWVSR Project.

H. The Parties now wish to replace the Rights-of-Way Agreement with this Agreement. The Parties believe that there are opportunities for them to coordinate, and jointly fund, their construction activities in a manner that will result in significant savings in both time and expense to the City's Mercer West Project. In particular, the City can achieve savings in demolition, earthwork, shoring, retaining walls, and utility relocations as a consequence of the commitment of IRIS to undertake and fund the activities described in this Agreement.

I. The Parties agree that timely implementation of this Agreement will have the benefit of allowing both parties to proceed with their construction plans within their chosen timeframes as outlined on the schedule attached to Exhibit C.

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J. The Phase I environmental site assessments conducted for IRIS in 2010 of the properties proposed for conveyance by the Parties under this Agreement have confirmed that environmental conditions on the properties are within the range of the recognized environmental conditions of the Lot 2 site at the time of its acquisition by IRIS.

K. The Parties are entering this Agreement with the goal expressed in the Rights-of-Way Agreement that IRIS be able to develop the campus for the Gates Foundation to the same extent and with the same density as if the Sixth Avenue Extension had not occurred.

AGREEMENT

In consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby mutually acknowledged, the Parties agree as follows:

1. Agreement Conditioned on Selection of Option 2 for the Sixth Avenue Extension. This Agreement applies only in the event the City selects Option 2 for the Sixth Avenue Extension. This Agreement shall terminate in the event that the City selects another option for the Sixth Avenue Extension, or decides to proceed with no Sixth Avenue Extension at all, in which case neither Party shall have any continued obligations under this Agreement except those provisions that specifically survive this Agreement as provided for elsewhere in this Agreement, and IRIS shall have all of its rights otherwise accorded in law and equity.

2. Plan for IRIS and City Project Coordination.

(a) Agreement to Implement Plan. IRIS and the City agree to jointly implement the plan described in Exhibit C to this Agreement ("Plan for IRIS and City Project Coordination") in good faith and in the manner provided for herein in the event that, and at such time as, the City has selected Option 2 for the Sixth Avenue Extension and decided to proceed with the Sixth Avenue Extension in the vicinity of the Gates Foundation Campus Property.

(b) Designated Representatives. To ensure effective coordination, IRIS and the City will each designate a representative, who will be the point of contact responsible for communications, notifications and coordination among the Parties (the "Designated Representatives"). Each Party's Designated Representative is identified in Exhibit D to this Agreement. A Designated Representative may be changed by a Party upon written notification to the other Party. The Designated Representatives will meet monthly, or as otherwise agreed, during design, permitting and construction, with additional meetings with project staff and consultants as needed.

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(c) Plan Changes. The Parties may modify or amend the Plan for IRIS and City Project Coordination only in a writing executed by an authorized representative for each Party. The Parties agree to work together in good faith to make such mutually beneficial modifications or amendments to the Plan for IRIS and City Project Coordination should conditions related to the Mercer West Project in the vicinity of the Gates Foundation Campus Property materially change, including but not limited to if the City decides not to implement all of the Mercer West Project.

(d) Waiver of IRIS Transportation Mitigation Fee Payment. In the event that the City selects Option 2 for the Sixth Avenue Extension, the City agrees that the IRIS transportation mitigation fee payment specified in the conditions of approval to IRIS's Major Phased Development Permit for development beyond 800,000 square feet will be applied to various elements described in the Plan for IRIS and City Coordination, consistent with language in the Major Phased Development conditions of approval recognizing updates or successors to the South Lake Union Transportation Study".

3. Relocation of Utilities.

(a) IRIS Relocation of Utilities. IRIS agrees to undertake the utility relocation work described in the Plan for City and IRIS Project Coordination in accordance with the provisions attached hereto as Exhibit E.

(b) Easement for Relocated Utilities. With respect to such City-owned utilities that may be located on the Gates Foundation Campus Property, IRIS agrees to execute and acknowledge an Easement for Relocated Utilities in a form reasonably acceptable to Seattle City Light and deliver it to the City. The City shall record the signed Easement for Relocated Utilities in the public records of King County, Washington. The City shall thereafter provide IRIS with a conformed copy of the fully executed and recorded Easement for Relocated Utilities.

(c) City Facilitation of IRIS Relocation of Utilities. To allow IRIS to initiate and complete the utility relocation work described in the Plan for City and IRIS Project Coordination, the City agrees to:

(i) Assist IRIS in obtaining permission from the state sufficient to allow IRIS to install excavation shoring tie-backs and/or similar elements at SR 99 and the SR 99 off-ramp as needed for IRIS to install the relocated utilities as provided for in the Plan for IRIS and City Project Coordination; and

(ii) Grant IRIS permission to install excavation shoring tie-backs and/or similar elements at City streets and/or through street structures and grant necessary street use and other permits required for the

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excavation shoring and utility relocation work, in accordance with City of Seattle laws, rules, regulations, and standards.

4. Vacation and Conveyance of Land. The Parties anticipate that certain land, identified diagrammatically on Exhibit B as the Broad Street Triangle ("Property Addition"), will become surplus to City needs if Broad Street is vacated in the vicinity of the Gates Foundation Campus Property as part of the Mercer West Project.

(a) City Street Vacation and Conveyance of Land. Upon completion of the environmental review process and the City's decision to proceed with the Sixth Avenue Extension and vacation of portions of Broad Street in the vicinity of the Gates Foundation Campus Property, the City shall promptly prepare legislation authorizing the vacation of Broad Street as necessary for implementation of the Mercer West Project and conveyance of the Property Addition to IRIS.

(b) Conveyance of the Property Addition to IRIS. Upon approval by the City Council of the Broad Street Vacation and conveyance of the Property Addition to IRIS, the City and IRIS shall arrange a closing to execute and record the signed deed conveying the Property Addition to IRIS. IRIS agrees to accept the Property Addition from the City subject to an easement for utilities in a form reasonably acceptable to Seattle City Light. The conveyance of the Property Addition to IRIS shall be accompanied by the same environmental protections that accompanied the sale of Lot 2 to IRIS. In addition, the Parties shall amend the Right of First Offer Agreement between IRIS and the City, recording number 20061128000018, to add the Property Addition to the Lot 2 property in which the City obtained a right of first offer to purchase the property from IRIS in the event that IRIS decides to sell or ground lease (for a period greater than 25 years) any portion or all of the property to an unrelated party.

5. Dedicated Land for Sixth Avenue Right-of-Way.

(a) Conveyance of the Dedicated Land for Sixth Avenue Right-of-Way to City. Upon, and only upon, final and full approval by the City Council of the Broad Street Vacation and conveyance of the Property Addition to IRIS, IRIS shall convey to the City the Dedicated Land for the Sixth Avenue Right-of-Way by Deed for Street Purposes. The Deed for Street Purposes shall be accompanied by a release of liability by the City of IRIS for any environmental contamination on the Dedicated Land for the Sixth Avenue Right-of-Way prior to November 28, 2006, in order to place IRIS in the same position it was in before it originally acquired the Dedicated Land for the Sixth Avenue Right-of-Way from the City as part of its acquisition of Lot 2.

(b) Joint Closing. Upon approval by the City Council of the Broad Street Vacation and satisfaction of any conditions to conveyance of any part of the Property Addition contained therein, the City and IRIS shall arrange a closing to execute and record the signed Deed for Street Purposes in the public records of King County,

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Washington. This closing shall occur immediately prior to the closing of conveyance of the Property Addition to IRIS. The Parties agree to provide each other such temporary easements as may be necessary to implement the Plan for IRIS and City Project Coordination.

6. Access to IRIS Campus Parking Garage. To accommodate the Mercer West Project improvements, IRIS will need to relocate its main campus parking garage entrance from Mercer Street to Harrison Street. IRIS also will require temporary measures to maintain access to the Gates Foundation campus parking garage until such time as IRIS is able to construct, complete and make operational replacement access off Harrison Street through the Property Addition ("Replacement Access to Gates Foundation Campus Parking Garage"). The measures may include the temporary use by IRIS of the Dedicated Land for Sixth Avenue Right-of-Way for the construction and operation of an interim parking garage entrance and exit to the Gates Foundation Campus Property through Building C. Implementation of such measures shall be on such terms and conditions of use that do not materially interfere with the City's construction of the Sixth Avenue Extension.

7. Limited Access Easement to Gates Foundation Campus Property. IRIS acknowledges that WSDOT will be acquiring certain access control rights over portions of the extended Sixth Avenue North right-of-way. The City shall assist IRIS in obtaining agreement of WSDOT, on such terms as WSDOT may require, to allow access to and from the Gates Foundation Campus Property for emergency vehicles, service vehicles and maintenance vehicles within the proposed limited access area along the extended Sixth Avenue North right-of-way. This is in addition to a parking garage exit from IRIS Building C onto extended Sixth Avenue North near Mercer Street which is expected to be outside of the WSDOT limited access area.

8. Consideration and Damages.

(a) Consideration. The Parties agree that:

(i) The adverse impact of Option 2 for the Sixth Avenue Extension on the Gates Foundation Campus Property shall be wholly mitigated by implementation of this Agreement in accordance with its terms and conditions, and no additional consideration is owed to IRIS as a result of the City's acquisition of the Dedicated Land for Sixth Avenue Right-of-Way; and

(ii) No additional monetary consideration is owed to the City as a result of the conveyance of the Property Addition to IRIS (pending confirmation by the City in accordance with its street vacation valuation procedures under chapter 15.62 SMC and a valuation process mutually agreed upon by the Parties in writing, which shall include an instruction to the appraiser

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to include in the valuation of interests conveyed to the City the cost savings to the City resulting from the actions undertaken by IRIS under this Agreement);

Provided, however, if any of the material terms and conditions of this Agreement are not fulfilled by the City (unless due to forces beyond its reasonable control) or if the City takes any portion of the Gates Foundation Campus Property by condemnation, then, in addition to just compensation as enumerated under the law, IRIS shall be compensated by the City for all damages IRIS may suffer as a result of the City's actions, including but not limited to damages resulting from expenditures made by IRIS in fulfillment of and in reliance on this Agreement.

(b) Damages. The Parties agree that:

(i) In the event that IRIS fails to undertake the interfacing work described in the Plan for IRIS and City Project Coordination, either completely or in a timely manner, and such failure results in additional costs and expenses to the City in undertaking and completing its Mercer West Project, IRIS shall be financially responsible to the City for such additional costs and expenses directly attributable to such failure of IRIS to timely complete the interfacing work described in the Plan for IRIS and City Project Coordination; and

(ii) In the event that the Mercer Street Widening part of the City's Mercer West Project proceeds but the Sixth Avenue Extension part is significantly delayed from the schedule described in the Plan for IRIS and City Project Coordination, IRIS might, at its option, decide it needs to construct a new parking entrance and exit from Building C from and to Mercer Street to replace the current Mercer Street entrance that is impaired from the widening of Mercer Street. The new parking entrance/exit, related site development and landscaping would be constructed in that area identified under this Agreement as the Dedicated Land for Sixth Avenue Right-of-Way (which area will, under the Plan for IRIS and City Project Coordination, have already been excavated by IRIS to the proposed final subgrade of the Sixth Avenue Extension at the time of construction of the new parking entrance and exit from Building C). Such construction would only be necessary if the City proceeded with widening Mercer but then delayed the Sixth Avenue Extension and the transfer of the Property Addition to IRIS. In such event, the City shall be financially responsible to IRIS for the costs and expenses IRIS incurs in having to undertake construction of the parking entrance/exit and related site development and landscaping work.

(iii) In the event that the City's Sixth Avenue Extension part of the Mercer West Project improvements are significantly delayed from the schedule described in the Plan for IRIS and City Project Coordination, there may be a need to structurally supplement or buttress the "temporary" part of the excavation shoring system installed by IRIS under the Plan for IRIS and City Project

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Coordination. This would only be necessary if the City delayed the Sixth Avenue Extension to beyond the reasonable service life of the excavation shoring system. In such event, the City would be responsible for undertaking and covering the costs and expenses of the additional excavation shoring system work.

9. Representations and Warranties.

(a) City Representations. The City hereby represents and warrants that it has full and complete power and authority to enter into this Agreement and to perform its obligations hereunder, including full and complete power and authority to enter into and to perform its obligations under the agreements contemplated by this Agreement, subject to the terms and conditions of this Agreement, and has obtained an opinion from the City's law department to such effect.

(b) IRIS Representations. IRIS hereby represents and warrants that it is the sole legal owner of the Gates Foundation Campus Property, and that it has full and complete power and authority to enter into this Agreement and to perform its obligations hereunder, including full and complete power and authority to enter into and to perform its obligations under the agreements contemplated by this Agreement, subject to the terms and conditions of this Agreement.

10. Dispute Resolution.

In the event of a dispute regarding this Agreement, the Parties agree to follow the procedures in this Section 10 prior to filing or initiating a lawsuit. The Parties shall make their best efforts to resolve disputes as expeditiously as possible through negotiations at the lowest possible decision-making level and in the event such negotiations are unsuccessful, the matter shall be referred to the SDOT Director and the IRIS Chief Administrative Officer. If those officials are unable to resolve the dispute within a period of fifteen (15) days after the matter has been formally referred to them for resolution, they shall meet during the immediately succeeding seven (7) days to select a mediator to assist in the resolution of such dispute. The Parties agree to participate in mediation with the agreed upon mediator for a reasonable amount of time and in good faith. The cost of the mediation shall be shared equally between the Parties.

11. Remedies and Enforcement. Subject to the dispute resolution provisions in Section 10, this Agreement is enforceable by specific performance, in addition to any other remedies available under the law.

12. General Provisions.

(a) Compliance by Employees, Agents and Contractors. Each Party shall ensure that its employees, agents, and contractors comply with the obligations of this Agreement.

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(b) No Default Under Agreement if Performance is Rendered Impossible Due To Circumstances Not Under the Parties' Control. The Parties shall not be deemed to be in default under this Agreement if performance is rendered impossible by war, riots, or civil disturbances, or by floods or other natural catastrophes beyond the Parties' control; the unforeseeable unavailability of labor or materials; or labor stoppages or slowdowns or power outages exceeding back-up power supplies. This Agreement shall not be terminated or the Parties penalized for such noncompliance, provided that each Party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, or integrity of the Party's employees or property, or the health, safety, or integrity of the public, street rights-of-way, public property, or private property.

(c) No Waiver. No failure to exercise, and no delay in exercising, on the part of either Party hereto, any rights, power, or privilege hereunder shall operate as a waiver thereof, except as expressly provided herein.

(d) Recitals and Exhibits. All recitals, exhibits and other attachments are by this reference hereby incorporated into this Agreement.

(e) Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one (1) Business Day after being deposited with a reliable overnight courier service, with receipt acknowledgment requested, (iii) upon receipt if transmitted by facsimile telecopy, with a copy sent on the same day by one of the other permitted methods of delivery, or (iii) upon receipt or refused delivery deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed to each of the Designated Representatives of the Parties, at such address provided in Exhibit D or such other address as either party may from time to time specify in writing to the other.

(f) Memorandum of Agreement. Upon the request of one of the Parties, the Parties agree to execute and acknowledge an appropriate memorandum of this Agreement for public recordation purposes.

(g) Governing Law. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington. The venue for any action under this Agreement shall be in the Superior Court for King County, Washington.

(h) Merger of Prior Agreements. This Agreement and the exhibits hereto, constitute the entire agreement between the Parties pertaining to the extension of Sixth Avenue and supersede the Rights-of-Way Agreement: Lowered Aurora and Projects Affecting Lot 2, dated August 8, 2005 and the Utility Relocation Agreement between IRIS and Seattle City Light, dated August 25, 2005; provided, however, that the

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contractual protections afforded to IRIS with Sections 4(b) and (c) of the Rights-of-Way Agreement and in the proviso within Section 8(a) of this Agreement shall return and remain in full force and effect in the event of termination of this Agreement.

(i) Precedence of Main Body of Agreement over Exhibits. In the event of conflict between the terms and conditions of Sections 1 through 12 of this Agreement and terms and conditions of any of the Exhibits A through H, the terms and conditions of Sections 1 through 12 of this Agreement shall control.

(j) No Modification Except by Subsequent Agreement. This Agreement may be amended only by a written instrument, duly authorized by the City and IRIS, and executed by their duly authorized representatives.

(k) Time of the Essence. Time is of the essence of this Agreement.

(l) Severability. A judicial determination that any term, provision, condition, or other portion of this Agreement, whether in whole or in part, is inoperative, invalid, void, or unenforceable shall not affect the remaining terms, provisions, conditions, or other portions of this Agreement, whether in whole or in part, and the remaining terms, provisions, conditions, or other portions of this Agreement, whether in whole or in part, shall remain valid and enforceable to the fullest extent permitted by law.

(m) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the City and IRIS and their respective successors and assigns.

(n) Section and Subsection Headings. Section and subsection headings are intended as information only, and shall not be construed with the substance of the section or subsection they caption.

(o) Business Days. Means Monday through Friday, inclusive, except for official City of Seattle and state holidays.

(p) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute but one and the same instrument.

(q) Effectiveness and Duration Date. This Agreement is effective as of the date of mutual execution by the Parties and, unless sooner terminated pursuant to the terms hereof, shall remain in effect until final completion of all Parties' obligations contained or referred to in this Agreement, including such obligations contained in the Plan for IRIS and City Project Coordination.

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(r) Consents and Approvals. In any instance when either Party's consent or approval is required under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed. No permission, consent, or approval of the City contained herein or given pursuant to this 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.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as of the last date written below.

The City of Seattle,
a Washington municipal corporation

By: _____

Its: _____

Date: _____

IRIS Holdings, LLC
a Washington limited liability company

By: _____

Its: _____

Date: _____

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Exhibit A to Attachment 1, SDOT IRIS Sixth Avenue Extension Agreement Ordinance

LEGAL DESCRIPTION OF THE GATES FOUNDATION CAMPUS PROPERTY

ALL OF BLOCKS 62, 63, 64, 65, AND 73, D.T. DENNY'S HOME ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 115, RECORDS OF KING COUNTY, WASHINGTON, SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

TOGETHER WITH THE VACATED ALLEY IN SAID BLOCKS AND THOSE PORTIONS OF VACATED REPUBLICAN STREET, TAYLOR AVENUE NORTH, SIXTH AVENUE NORTH, AND BROAD STREET AS VACATED UNDER ORDINANCE NUMBERS 54308, 90487, AND 14262 OF THE CITY OF SEATTLE;

EXCEPT THOSE PORTIONS CONDEMNED BY KING COUNTY SUPERIOR COURT CAUSE NUMBERS 236360 AND 486551 AND AS PROVIDED UNDER CITY OF SEATTLE ORDINANCE NUMBERS 101563, 100337, 59719, 84452, AND 1224;

ALSO EXCEPT LOT 7 OF BLOCK 73;

ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY MARGIN OF 5TH AVENUE NORTH AND THE SOUTH RIGHT OF WAY MARGIN OF MERCER STREET;
THENCE SOUTH 01°27'59" WEST 441.64 FEET ALONG THE EAST RIGHT OF WAY MARGIN OF 5TH AVENUE NORTH TO A POINT ON THE CENTERLINE OF VACATED REPUBLICAN STREET;
THENCE CONTINUING ALONG THE EAST RIGHT OF WAY MARGIN OF 5TH AVENUE NORTH SOUTH 01°26'06" WEST 43.49 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG THE EAST RIGHT OF WAY MARGIN OF 5TH AVENUE NORTH SOUTH 01°26'06" WEST 329.49 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 20.00 FEET;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 89°59'28" A DISTANCE OF 31.41 FEET TO A POINT ON THE NORTH RIGHT OF WAY MARGIN OF HARRISON STREET;
THENCE SOUTH 88°33'22" EAST 222.00 FEET ALONG THE NORTH RIGHT OF WAY MARGIN OF HARRISON STREET;
THENCE NORTH 01°26'06" EAST 349.52 FEET;
THENCE NORTH 88°33'54" WEST 242.00 FEET TO THE TRUE POINT OF BEGINNING;

(ALSO KNOWN AS PARCEL B OF CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3008913 RECORDED UNDER RECORDING NUMBER 20080702900011).

TOGETHER WITH AND SUBJECT TO EASEMENTS OF RECORD.

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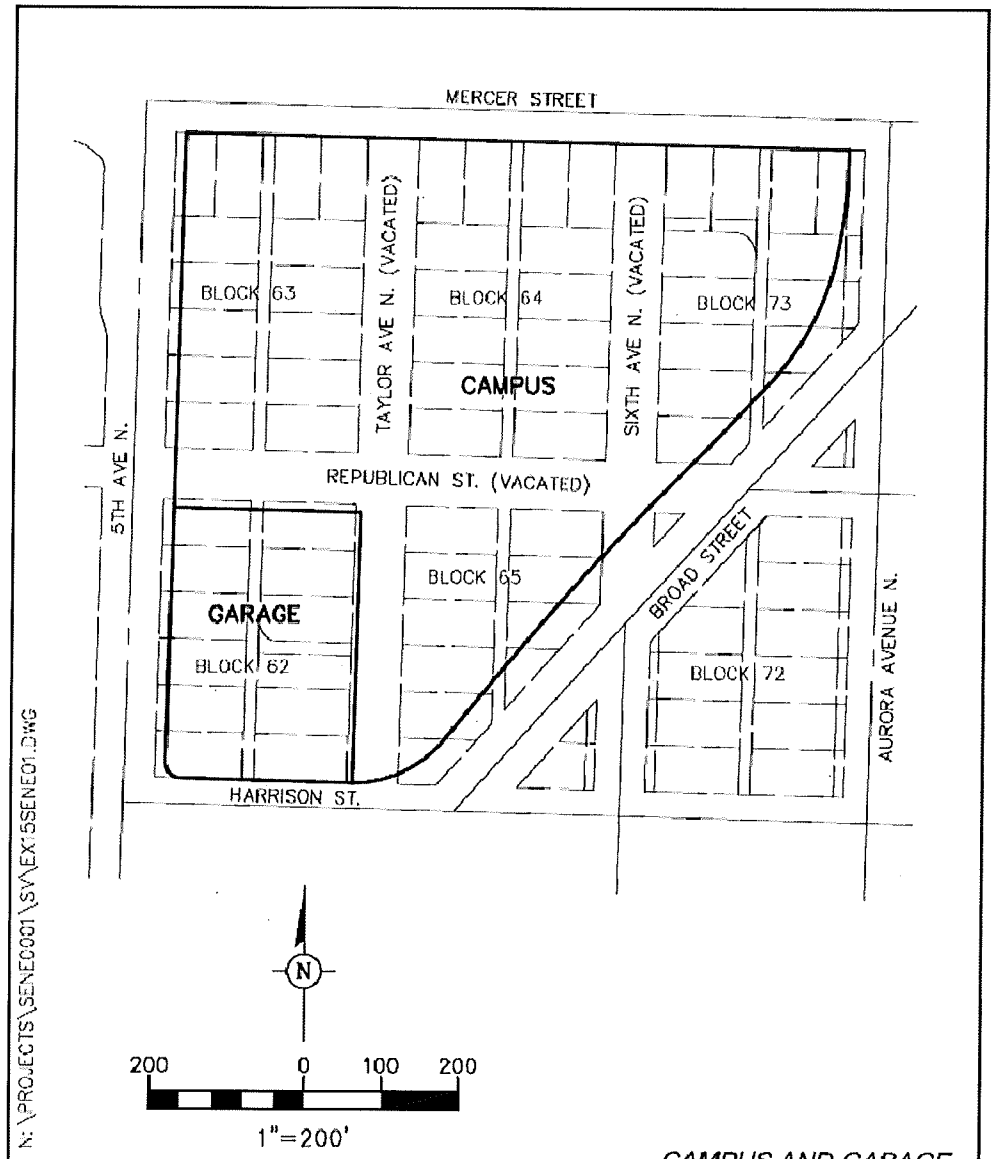

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S. 31, TWP. 25 N., R. 4 E., W.M.

CAMPUS AND GARAGE
LEGAL DESCRIPTIONS

P·C·E PETERSON CONSULTING ENGINEERS	4010 Lake Washington Blvd. NE, Suite 300, Kirkland, WA 98033 www.pceclvll.com (425) 827-5874 Tel (425) 822-7216 Fax	DWN. BY: DPH	DATE: 5/28/08	JOB NO. SENE-0001
		CHKD. BY: MM	SCALE: 1"=200'	

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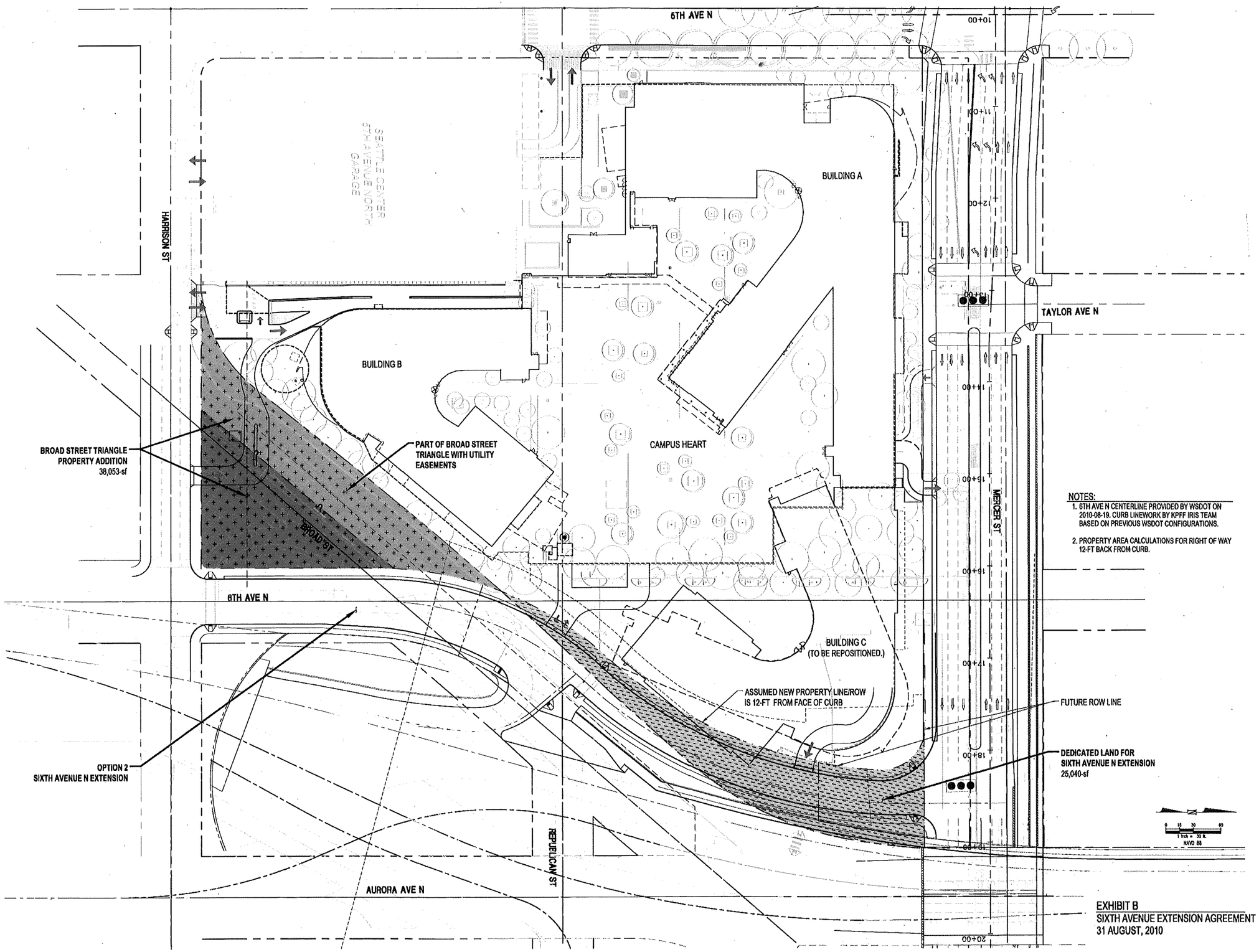

NOTES:

1. 6TH AVE N CENTERLINE PROVIDED BY WSDOT ON 2010-08-19. CURB LINEWORK BY KPFF IRIS TEAM BASED ON PREVIOUS WSDOT CONFIGURATIONS.
2. PROPERTY AREA CALCULATIONS FOR RIGHT OF WAY 12-FT BACK FROM CURB.

EXHIBIT B
SIXTH AVENUE EXTENSION AGREEMENT
31 AUGUST, 2010

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Exhibit C to Attachment 1, SDOT IRIS Sixth Avenue Extension Agreement Ordinance

PLAN FOR IRIS AND CITY PROJECT COORDINATION

A. This Plan is a part of the Sixth Avenue Extension Agreement ("Agreement") between IRIS and the City. In the event of inconsistencies between this Plan and the Agreement, the Agreement has precedence.

B. Projects:
   1. IRIS project: Development of Building C, the third office building at the Bill & Melinda Gates Foundation office campus ("IRIS Campus") and site work at the Broad Street triangle Property Addition. Building C will be located in the northeast part of the Gates Foundation Campus Property ("IRIS Property").

   2. City project: Mercer West Project, consisting of widening and other changes to Mercer Street immediately north of the IRIS Campus, and the extension of Sixth Avenue between Harrison Street and Mercer Street immediately east of the IRIS Campus with related changes at Harrison Street, Broad Street and the Aurora Off-Ramp.

C. Key objectives:
   1. Facilitate the development of Building C and the planned roadway changes in a well coordinated and complementary manner beneficial to both IRIS and the City.

   2. Allow each project to proceed on a schedule that is essentially independent from the other.

   3. Preserve the ability of the City to widen Mercer Street and extend Sixth Avenue even though the City project could be delayed for some reason beyond the schedule attached as Appendix 3.

   4. Facilitate related property transfers between IRIS and the City.

   5. Reduce overall project costs for the City project.

D. Certain scopes of work where the two projects interface are identified in this Plan to be provided by either IRIS or by the City. Unless otherwise noted, such work is to be provided complete, including planning, design, all construction, related administration and taxes, and without significant material support or any financial contribution from the other Party.

   1. The scope of the interfacing work is attached as Appendix 1.

   2. An annotated Exhibit B showing the locations of interfacing work is attached as Appendix 2.

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3. IRIS and the City will prepare a construction management plan prior to commencing construction in existing or proposed rights-of-way.

E. IRIS and the City recognize that the scope of interfacing work described in Appendix 1 is the best available information at the time of this Plan. Some change or refinement of the scope of interfacing work may be required for technical or practical reasons in the future. In that event, the necessary changes shall be mutually agreed upon between the parties and this Plan shall be revised as provided in paragraph 2.(c) of the Agreement.

F. Access:
1. The City will allow new vehicle driveways for the IRIS Campus at the following locations when the City roadway changes are made:

   a. Entrance and exit at Harrison Street at an appropriate location east of Taylor Avenue.

   b. Entrance and exit for limited emergency, service and maintenance access at new Sixth Avenue at an appropriate location in the vicinity of what is now Republican Street.

   c. Exit only / right turn only at new Sixth Avenue at an appropriate location somewhat south of widened Mercer Street. Alternatively, an entrance and exit / right turn only to Mercer Street at the intersection of the planned Sixth Avenue Extension in the event that the City widens Mercer Street but delays extending Sixth Avenue.

G. Schedule:
1. The City and IRIS will coordinate the planned schedules for their projects and keep each other advised in a timely manner of any changes to those schedules.

2. The most current schedule is updated 19 Aug '10 is attached as Appendix 3. However, IRIS is considering various occupancy dates for Building C ranging from mid-2014 to mid-2017 and may modify its project schedule accordingly.

Attachments:
Appendix 1: Plan for IRIS and City Project Coordination, Scope of Interfacing Work
Appendix 2: Depiction of Interfacing Work
Appendix 3: Schedule

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APPENDIX 1 TO EXHIBIT C
PLAN FOR IRIS AND CITY PROJECT COORDINATION
SCOPE OF INTERFACING WORK

2 September 2010 – Rev 9

1. Work for widened Mercer Street:

   a. IRIS will excavate for widened Mercer Street within the current IRIS Property and beyond to the south side of the existing retaining wall on the south side of Mercer Street. This excavation is in the area east of IRIS building A. The excavation will lower the existing grades in those areas to approximately the proposed final subgrade of widened Mercer Street, as designed by the City. The work includes disposal of any contaminated soil that is encountered. The work also includes removing the adjacent south retaining wall at Mercer Street east to the Aurora overpass bridge support abutment to a depth equal to the proposed final subgrade of widened Mercer Street. Elements of the retaining wall below subgrade may remain abandoned in place. The work may also include certain directly related utility modifications as necessary and agreed upon.

   b. City will construct the Mercer Street widening roadway improvements. The work includes remaining demolition work within the future Mercer Street right-of-way. The work includes any remaining excavation in the areas where mass excavation was provided by IRIS, disposal of any contaminated soil that is encountered, construction of certain utilities or utility modifications not identified to be provided by IRIS, construction of street, curb, curb cuts, driveways, and sidewalk paving, and all street trees and landscaping inside the widened right-of-way.

2. Work for Sixth Avenue Extension, revised Harrison Street and at the Broad Street Triangle:

   a. IRIS will install excavation shoring at or near the current east IRIS Property line bordering the current Aurora Off-Ramp as required for excavation work by IRIS described in item 2.b. The City will allow IRIS to install necessary tiebacks, soil nails and/or tie-rods and anchors extending into or through right-of-way or elements such as roadways or the Broad Street retaining wall. The excavation shoring system shall be "temporary" construction except in locations where SDOT or WSDOT will install permanent retaining walls that would benefit from having the excavation shoring installed to "permanent" construction standards. In those locations, the line of the excavation shoring will be coordinated with the location of the future SDOT or WSDOT walls where they will be located inside of the current IRIS Property adjacent to the Aurora Off-Ramp. The work may also include certain directly related utility modifications as necessary and agreed upon.

   b. IRIS will excavate for the Sixth Avenue Extension within the current IRIS Property and west of the excavation shoring described in item 2.a. The excavation will lower the existing grades in those areas to approximately the proposed final subgrade of the Sixth Avenue Extension as

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designed by the City. The work includes disposal of any contaminated soil that is encountered. The work may also include certain directly related utility modifications as necessary and agreed upon.

c. City will construct the extended Sixth Avenue roadway improvements. The work includes demolition of the parts of the excavation shoring installed by IRIS along the current east IRIS Property line that need to be removed as well as other required demolition work east and southeast of the current IRIS Property line. The work includes any remaining excavation in the areas where mass excavation was provided by IRIS, disposal of any contaminated soil that is encountered, construction of certain utilities or utility modifications not identified to be provided by IRIS, construction of street, curb, curb cuts, driveways, and sidewalk paving, and all street trees and landscaping inside the right-of-way.

d. City will reconstruct Harrison Street to the extent determined by the City, including certain utility modifications, construction of street, curb, curb cuts, driveways and sidewalk paving, and all street trees and landscaping inside the right-of-way.

e. City will perform clean-up demolition and install necessary fill at the Broad Street Triangle property. The work includes demolition of existing roadway and roadway-related concrete or asphalt construction to a minimum depth of three feet below the mutually-agreed future final surface contours within the property. On-site "native" or imported "pit run" type fill material shall be placed and compacted in depressions to bring the fill surface to 18" below the mutually-agreed final surface contours.

f. IRIS will fill the top 18", grade the site and landscape the Broad Street Triangle as a part of other site work development on that transferred property.

3. Relocation of City Light high voltage transmission lines:

a. IRIS will relocate the existing "Canal" BR-CN high voltage electrical transmission line utility now traversing the IRIS Property. The work includes developing a design satisfactory to City Light, the construction of steel "cactus" poles at the north side of Harrison Street near Taylor Avenue and the south side of Mercer Street near Taylor Avenue for the overhead / underground transition, the duct bank and the vault(s) in between those poles, and the installation of conductors by City Light. The work includes the cost of related City Light work and services. Where duct bank or other elements extend into existing or future City rights-of-way, IRIS will coordinate the locations and routing with the City and obtain related City approvals. The work also includes removal of the existing transmission conductors and poles no longer required. The tops of the existing concrete foundations at the two glu-lam poles and any other abandoned elements in future rights-of-way are to be demolished and removed to below future subgrade elevation, but may otherwise remain in place.

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b. IRIS will install part of the duct bank and the south vault required to relocate the existing "University" BR-UN high voltage transmission line utility now located along the southeast side of Broad Street in the project area. The duct bank will be mostly integral with the duct bank in item 3.a (both circuits in one duct bank). The IRIS work starts at the south "cactus" pole in item 3.a and extends north to the new south border of widened Mercer Street where the duct bank will be temporarily capped for future extension to the north and east by the City. The IRIS scope of work includes developing a design satisfactory to City Light, extending the height and capacity of the "cactus" pole at Harrison Street near Taylor Avenue to also accommodate the "University" transmission lines extending overhead from the City Light Broad Street Substation. The IRIS scope does not include any City Light conductor work for the "University" lines – see item 3.c. Should City Light not accept having both circuits on one pole and/or in one duct bank, the IRIS scope of work shall be reduced accordingly and the City shall be responsible for providing an acceptable alternative. In the event neither is acceptable to City Light, this item 3.b will be eliminated and the City will be solely responsible for relocating the "University" transmission line.

c. City will relocate the existing "University" high voltage electrical transmission line utility now located along the southeast side of Broad Street in the project area. The work includes developing a design satisfactory to City Light, the construction of necessary duct banks north and east of those provided by IRIS in item 3.b, any "cactus" poles required for the transition from underground to overhead at the north end of the relocation, and the installation of conductors by City Light – including at the "cactus" pole at Harrison Street provided by IRIS. The work includes the cost of related City Light work and services. The work also includes removal of the existing transmission conductors and poles no longer required.

4. Relocation of City Light medium voltage feeders and various lower voltage wiring:

a. IRIS will relocate the existing feeder 2654 and 2658 electrical utilities currently traversing the IRIS Property in the vacated Sixth Avenue corridor. The IRIS work includes intercepting these feeders in the existing underground duct bank, re-routing them in one new duct bank east and north of Building C, extending the new duct bank across Mercer Street and terminating feeders 2654 and 2658 back to the existing overhead system north of Mercer Street. IRIS shall work with the City to determine a relocation design satisfactory to City Light for this work in the vicinity of the north retaining wall at Mercer Street and the transition to overhead north of Mercer Street. The design in the vicinity of the north retaining wall at Mercer Street shall be adequate to also accommodate relocated feeder 2657 noted in item 4.c. The work includes developing a design satisfactory to City Light, the construction of the required duct bank provisions, and the installation of conductors by City Light. The work includes the cost of related City Light work and services for the IRIS work. Where duct bank or other elements extend into existing or future City rights-of-way, IRIS will coordinate the locations and routing with the City and obtain related City approvals. The work also includes removal of the existing conductors, poles and other elements which are no longer required. Any abandoned elements in future rights-of-way are to be demolished and/or removed to below future sub-grade elevation.

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b. IRIS will relocate or coordinate relocation of lower voltage and communications utilities or wiring now traversing the IRIS Property, generally in the vacated Sixth Avenue corridor. The work includes developing a plan satisfactory to City Light.

c. City will relocate the existing feeder 2657 electrical utility currently traversing both the City rights-of-way and the IRIS Property in the existing / vacated Sixth Avenue corridor. The City work includes intercepting this feeder at or south of Harrison Street, re-routing it in an underground duct bank in the new extended Sixth Avenue and widened Mercer Street rights-of-way. From that point the City may extend the duct bank and feeder to Sixth Avenue north of Mercer Street in an arrangement similar to feeders 2654 and 2658 in item 4.a, or to the east in Mercer Street to Dexter and then to Roy. The City work includes developing a design satisfactory to City Light, the construction of the required duct bank provisions, and making the transition from underground to overhead at an existing pole north of Mercer Street where that feeder now exists as overhead wires. The work includes the installation of conductors by City Light. The work includes the cost of related City Light work and services for the City work. The work for both IRIS and the City is based on City Light temporarily de-energizing feeder 2657 at the time required by IRIS for its work and until the relocation of the feeder is completed by the City.

5. Revisions at Seattle Public Utilities water mains:

a. IRIS will provide a revised fire water service satisfactory to the Seattle Fire Department and Seattle Public Utilities (SPU) in the vicinity of the existing fire hydrant in vacated Sixth Avenue. When that is completed, IRIS will have SPU de-activate the existing 12" water main now located in vacated Sixth Avenue through the IRIS Property. IRIS will then remove the parts of the water main required to complete Building C.

b. City will construct the related planned extension of the 12" water main in Harrison Street to the east from its current end at Sixth Avenue to an existing main in Dexter as required by Seattle Public Utilities.

6. Building C and the elimination of tall retaining walls south of Mercer Street and west of Sixth Avenue:

a. IRIS will construct its new Building C and grade its property between Building C and the Mercer Street and Sixth Avenue property lines to make it unnecessary for the City to construct the new tall retaining walls at the property lines that had been planned along the south side of widened Mercer Street and along the west side of the Sixth Avenue Extension.

b. City may need to construct a low retaining wall at the property line on the west side of the Sixth Avenue Extension for a limited distance near the north end of the Broad Street Triangle where the ground surface inside the property line cannot practically be graded down to the right-of-way

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elevation without exposing or compromising utilities previously installed in that area. If required, the low retaining wall will be constructed as part of the City's other Sixth Avenue improvements.

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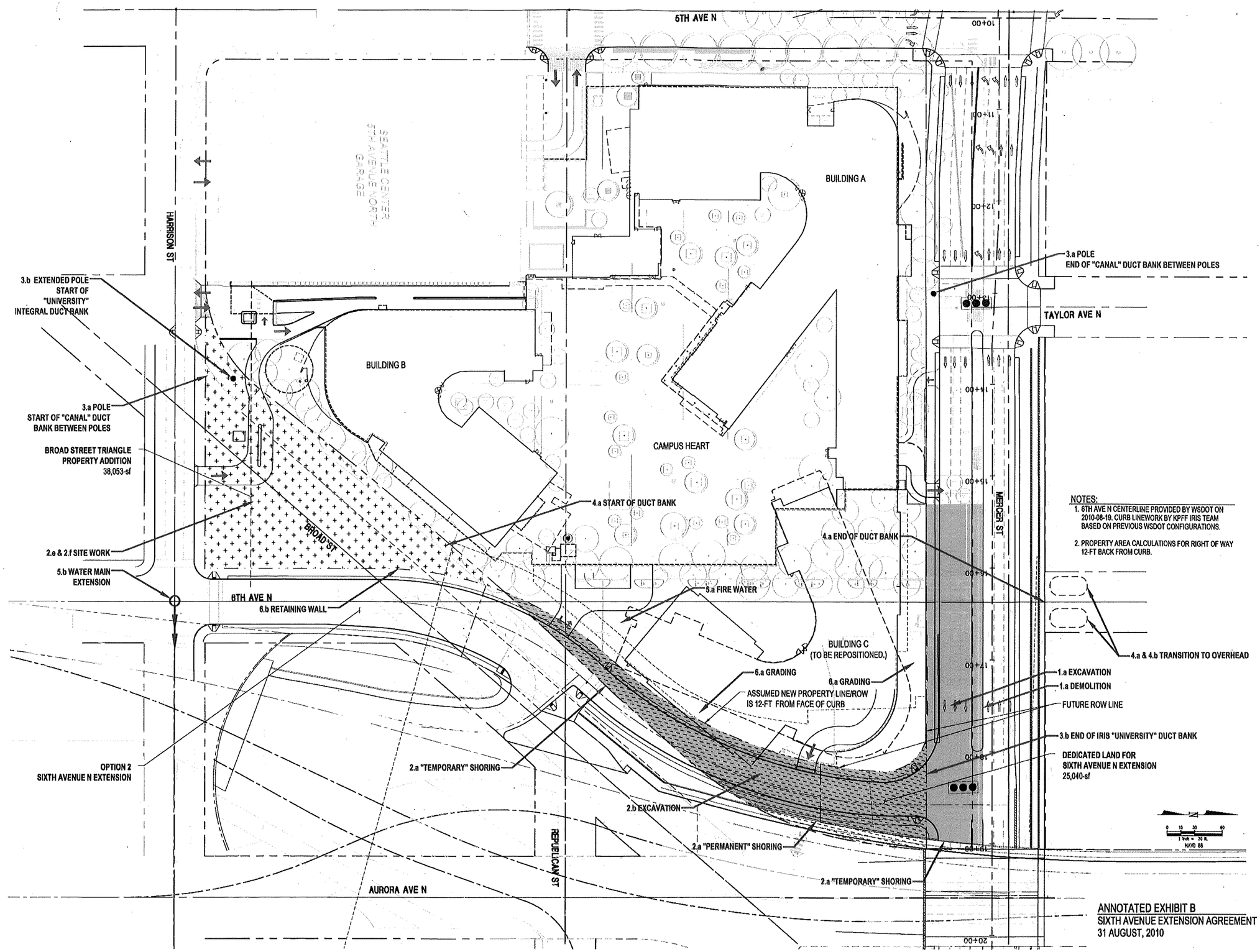

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2. PROPERTY AREA CALCULATIONS FOR RIGHT OF WAY 12-FT BACK FROM CURB.

ANNOTATED EXHIBIT B
SIXTH AVENUE EXTENSION AGREEMENT
31 AUGUST, 2010

APPENDIX 2 to Exhibit C

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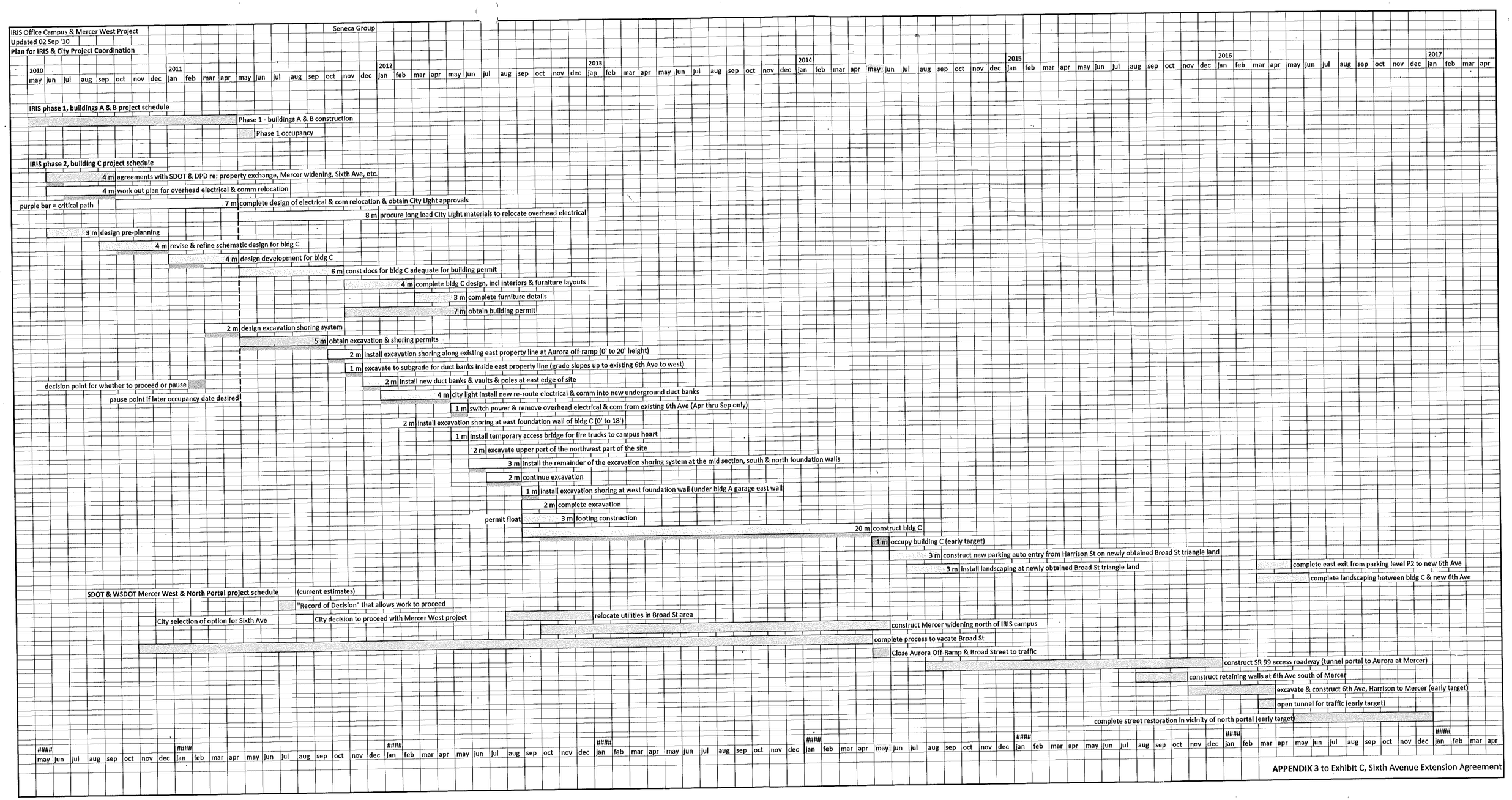
IRIS Office Campus & Mercer West Project
Updated 02 Sep '10
Plan for IRIS & City Project Coordination

Seneca Group



APPENDIX 3 to Exhibit C, Sixth Avenue Extension Agreement

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Exhibit D to Attachment 1 SDOT IRIS 6th Ave. Extension Agreement Ordinance

DESIGNATED REPRESENTATIVES

Designated Representative for IRIS:

Ms. Norma Miller
Bill & Melinda Gates Foundation
1432 Elliott Ave. West
Seattle, WA 98119

Phone: (206) 770-2040
E-mail:norma.miller@gatesfoundation.org

Designated Representative for the City:

Mr. Eric Tweit
Seattle Department of Transportation
700 Fifth Avenue, Suite 3900
Seattle, WA 98104-5031

Phone: (206) 684-8834
E-mail: eric.tweit@seattle.gov

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Exhibit E to Attachment 1, SDOT IRIS Sixth Avenue Extension Agreement Ordinance

UTILITIES RELOCATION AGREEMENT

SECTION I. INTRODUCTION

This Exhibit E establishes terms for relocating utilities consistent with the Plan for IRIS and City Project Coordination (Exhibit C). These terms replace the Utilities Relocation Agreement between IRIS and Seattle City Light ("SCL"), dated August 26, 2005. These terms will be the basis of a future Utilities Relocation Agreement to be prepared when sufficient utility relocation details are known. Some mutually agreeable refinement of these terms may be appropriate at that time.

SECTION II. COORDINATION

A. Cooperative Working Relationship to Meet the Project Schedule

1. Purpose & Means

The purpose of the Utilities Relocation Agreement is to:

a. identify Utilities Relocation Plans, consistent with the Plan for IRIS and City Project Coordination (Exhibit C), for relocating power transmission and distribution lines that now traverse or are nearby the Gates Foundation Campus Property (hereinafter the "Electric Utilities") to an area now or in the future outside the Gates Foundation Campus Property (such as the land to be conveyed by IRIS to the City for the Sixth Avenue right-of-way) or to an easement area within the Gates Foundation Campus Property mutually acceptable to IRIS and SCL; and

b. establish each Party's rights and responsibilities for relocating the Electric Utilities consistent with the Utilities Relocation Plans, including IRIS's cost for work to be performed by SCL, with the goal of relocating the Electric Utilities as agreed in the Utilities Relocation Plans in accordance with a general Utilities Relocation Timeline that the Parties will develop.

2. Designated Representatives for Utilities Relocation

To ensure effective coordination, IRIS and SCL each designate a representative, who will be the point of contact responsible for communication, notifications and coordination among the Parties with respect to relocation of

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utilities. Each Party's Designated Representative for Utilities Relocation is identified in Attachment B.

SCL's Designated Representative for Utilities Relocation will be responsible for coordinating SCL decisions on the Electric Utilities relocation. Similarly, IRIS's Designated Representative will be responsible for coordinating input from IRIS's consultants and subcontractors, working to see that IRIS provides timely and complete submittals, and working to see that IRIS responds promptly to SCL's requests for additional information. The SCL and IRIS Designated Representatives for Utilities Relocation will also be responsible for facilitating all notifications between the Parties that are required under this Utilities Relocation Agreement.

Written notifications between the Designated Representatives for Utilities Relocation shall include a copy to the Designated Representatives under the Sixth Avenue Extension Agreement.

SECTION III. PARTIES' RIGHTS AND RESPONSIBILITIES FOR UTILITIES RELOCATION PROCESS

A. Identification of Existing Electric Utilities to be Relocated

A comprehensive plan of the existing Electric Utilities to be relocated will be attached hereto as Attachment C.

B. Development of Options and Associated Cost Estimates and Timelines for Utilities Relocation

The Parties will work together to develop options and associated cost estimates and timelines (Utilities Plans Schedules) for relocating the existing Electric Utilities in a manner that is acceptable to City Light. Once developed, the Options and Estimated Costs will be attached hereto as Attachment D. The costs associated with the various options will be estimated by the Parties based upon backup cost estimate detail information that will be attached hereto as Attachment E. The associated cost estimates and cost backup provided in Attachments D and E are estimates only and do not represent any mutually agreed-upon cap or not-to-exceed amount for design and construction of the relocated utilities.

The timelines (Utilities Plans Schedules) associated with the various options will be estimated and agreed to by the Parties and set forth in the Utilities Relocation Timeline (Attachment A). The durations on the schedule represent mutually agreed upon durations for each specified activity needed to complete design, permitting and construction of the relocated utilities and the Parties agree to use their best reasonable efforts to meet such time frames.

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C. Selection of Utilities Relocation Plans

IRIS shall select among the Options, or at IRIS's option shall meet with SCL to develop additional options and associated cost estimates and timelines.

D. Adherence to Schedules

IRIS recognizes SCL requires advance notice of outages for construction. IRIS will timely request construction outages in accordance with the Utilities Relocation Timeline. SCL will use commercially reasonable efforts to schedule construction outages in accordance with the Utilities Relocation Timeline.

IRIS further recognizes that the 115kV Broad-Canal transmission line is part of a regional interconnected transmission system. As such, SCL may be precluded from disconnecting or de-energizing the 115kV Board-Canal transmission line on any particular schedule, including a scheduled outage, if circumstances beyond SCL's control exist.

E. Surveys and Easements

If IRIS selects a Utilities Relocation Plan that includes routing power transmission and/or distribution lines on the Gates Foundation Campus Property, or that border the Gates Foundation Campus Property in a manner that requires use of a portion of the Gates Foundation Campus Property for the transmission and/or distribution lines, IRIS shall execute one or more Utility Relocation Easements which conform to SCL needs (the "Utilities Relocation Easements") as necessary for the relocated utilities.

IRIS shall survey all Electrical Utilities installed within existing and future property holdings of IRIS. The survey drawings shall provide a plan view, legal description, and center-line description of the Electrical Utilities. This will facilitate SCL in defining and securing the necessary Utility Relocation Easements for appropriate installation and operation of the Electrical Utilities.

SCL shall not be required to disconnect or de-energize any existing Electrical Utilities until IRIS has agreed to easement language that is reasonably satisfactory to SCL.

F. Permits, Approvals and Environmental Reviews

IRIS shall be responsible for obtaining any necessary Master Use Permits ("MUPs") and completing any necessary State Environmental Policy Act ("SEPA") environmental reviews for the relocated utilities.

G. Design, Permitting and Construction of Relocated Utilities by IRIS

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1. Design

IRIS shall be responsible for, or may select a contractor to be responsible for, the timely design of some of the above- and below-ground civil construction work associated with the relocated Electric Utilities as described in the Utilities Relocation Plans, including duct bank work, vault installations, manholes, poles, conduits, etc. for the relocated power transmission and distribution lines and other relocated utilities routed therewith, subject to SCL's written approval, and with the same due diligence as if the designed facilities were to be owned by IRIS.

IRIS shall submit 50% designs and 90% designs for any such above- or below-ground civil construction work for SCL's review and approval. IRIS shall submit final designs for such above- and below-ground work for SCL's review and approval at least 30 days prior to construction. SCL shall timely review IRIS's designs, in accordance with the Utilities Plans Schedules, and such approval shall not be unreasonably withheld.

2. Permitting

IRIS shall obtain any other permits or approvals necessary for any above- or below-ground civil construction work that IRIS is responsible to complete pursuant to the Utility Relocation Plans. IRIS shall also be responsible for satisfying any conditions of those permits or approvals.

3. Construction

IRIS shall construct, or select a contractor to construct, the above- or below-ground civil construction work necessary for the relocated Electric Utilities that are the responsibility of IRIS pursuant to the Utility Relocation Plans, including construction of above- and below-ground power transmission and distribution lines and other utilities routed therewith, and associated duct bank work, vault installations, manholes, poles, conduits etc., consistent with the Utilities Relocation Plans and the Utilities Plans Schedules, in accordance with the SCL-approved design, all applicable statutory and regulatory requirements, standards and specifications, and with the same due diligence as if the constructed facilities were to be owned by IRIS. SCL shall remain responsible for all above- and below-ground line (conductor) work.

IRIS acknowledges SCL's standard practice of abandoning facilities in place. IRIS agrees to be responsible for removing such facilities, if necessary for any future construction project by IRIS.

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SCL shall provide support to IRIS for constructing the above- and below-ground work, which may include, but is not limited to:

a. providing applicable design and construction standards and specifications to IRIS prior to commencement of design;
b. completing below-ground line work in accordance with the Utilities Relocation Schedules;
c. coordinating service connections for relocated utilities;
d. testing and inspecting the relocated utilities; and
e. attending coordination meetings as required to coordinate the utilities relocation.

4. On-Site Inspector

IRIS agrees and acknowledges that SCL shall have an On-Site Inspector, as needed, during the construction of the above- or below-ground civil construction work associated with the relocated Electric Utilities IRIS has agreed to perform. IRIS agrees and acknowledges the SCL's On-Site Inspector shall (a) have complete access to the above- and below-ground civil construction work associated with the relocated Electric Utilities; (b) be timely informed of all relevant construction timelines associated with such work; and (c) have the authority to reject any construction or materials deemed inconsistent with SCL standards and specifications and/or inadequate for SCL purposes by the On-Site Inspector.

5. Substantial Completion Inspection

IRIS shall invite SCL to inspect any above- or below-ground work completed on the Electric Utilities that is completed by IRIS, when it is substantially complete. SCL shall submit to a complete list of any concerns or deficiencies to IRIS within ten (10) Business Days of the date of the inspection.

6. Notification of Completion and Final Inspection

IRIS shall notify SCL upon its completion of construction of the above- and below-ground work consistent with the Utilities Relocation Plan and shall invite SCL to inspect the work upon completion. SCL shall submit a written response within ten (10) Business Days of the date of the Final Inspection. Both Parties agree to act as expeditiously as possible to assure a timely resolution of any deficiencies.

7. Ownership of Relocated Electric Facilities and Pass Through Obligations

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a. IRIS acknowledges that the Electric Utilities will be the property of SCL and IRIS warrants good title to any Electric Utilities constructed by IRIS. Upon completion, IRIS shall convey all right, title and interest it may have in any Electric Utilities constructed by IRIS to SCL.

b. In addition, for any design, permitting or construction of the relocated Electric Utilities undertaken by IRIS, IRIS shall:
   (i) Assign to SCL any and all warranties and enforcement rights as customarily required under SCL contracts for deficient design, construction, equipment, materials and/or other items in any and all contracts as may exist arising out of or associated with the design, permitting and construction of the relocated Electric Utilities;
   (ii) In the event necessary under any of the contracts arising out of or associated with the design, permitting or construction of the relocated Electric Utilities, obtain the necessary permission from the other contracting party(ies) for the assignment of such enforcement contract rights to SCL;
   (iii) At the reasonable request of SCL, execute and deliver such further instruments of transfer and assignment, and to take such other action as SCL may reasonably request, to more effectively consummate the assignments of the warranties and enforcement rights associated with the Electric Utilities; and
   (iv) Procure payment and performance bonds, and insurance for the utility relocation projects in amounts, coverages and forms as customarily required by SCL.

I. Notification and Relocation of Other Parties

The Parties agree that the relocated utilities shall continue to accommodate existing SCL fiber optic installations and DoIT fiber optic installations.

The Parties further agree that, if practicable to do so, the relocated utilities may continue to accommodate the utility installations of any third parties who currently have their utility installations routed with the existing power transmission and distribution lines on the Gates Foundation Campus Property (such as Qwest).

SCL shall notify Qwest of the Utility Relocation Plans, in accordance with its "General Agreement for Joint Use of Poles - Washington." IRIS acknowledges, however, that SCL's Electric Utility relocations do not compel Qwest, or any other Joint Pole Owner to relocate their installations from existing poles. IRIS shall be responsible for obtaining any necessary agreements to relocate any other Pole or Joint Pole owner's installations from existing poles, including the removal of the existing

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poles. To the extent that the relocated Electric Utilities can continue to share similar paths with any existing Qwest, or other Pole Owner installations, SCL agrees to work together with Qwest, or any other affected Joint Pole Owner, to determine the appropriate costs, or cost sharing, whatever the case may be, for such path sharing.

SCL shall also provide written notice to all other parties that have "Master Pole Attachment Agreements" for utilities routed with the existing power transmission and distribution lines on the Gates Foundation Campus Property, of the planned utility relocations in accordance with its "Master Pole Attachment Agreements." IRIS shall be responsible for notifying all other third parties of the Utility Relocation Plans and for obtaining any necessary approval of such third parties to the removal of the Existing Utilities before they are removed. IRIS will work with these other parties to determine whether they wish their utilities to continue to be routed with the Electric Utilities.

SECTION IV. STAFFING AND STAFF FUNDING

A. Staffing Costs and Fees

IRIS shall reimburse SCL for its customary costs and fees, as prescribed in the City's fee ordinances.

IRIS recognizes that SCL's responsibilities under this Agreement for relocating power transmission and distribution lines on the Gates Foundation Campus Property may require extra effort on the part of SCL and the assignment of dedicated and/or additional staff to the Project. In the event that SCL determines that it is not likely to achieve the utility relocation timelines and specific schedules set forth in this Utilities Relocation Agreement without the assignment of dedicated and/or additional staff, SCL shall notify IRIS and the Parties shall meet to discuss available staffing options for achieving the utility relocation timelines and specific schedules set forth in the Utilities Relocation Agreement. If IRIS agrees that the assignment of dedicated and/or additional staff is necessary to achieve the utility relocation timelines and specific schedules set forth in the Utilities Relocation Agreement (which agreement shall not be unreasonably withheld), IRIS shall pay the agreed-upon fees to cover the costs of any dedicated and/or additional staffing through a separate agreement. SCL will make efforts to minimize the costs of additional staffing, consistent with achieving the utility relocation timelines and specific schedules set forth in this Utilities Relocation Agreement.

B. Staffing

SCL will endeavor to assign experienced engineers to handle the design and construction of the relocated utilities. A Senior Engineer will be responsible for coordinating and facilitating engineering and design of the relocated utilities.

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C. Billing

Costs and fees applicable to this Utilities Relocation Agreement will be collected under SCL standard practices. The City will provide accounting data in support of any amounts billed at the completion of the project.

SECTION V. COSTS

IRIS shall be responsible for all costs associated with the utilities relocation it is responsible for completing pursuant to the Plan for IRIS and City Project Coordination (Exhibit C), including: (1) Relocated power transmission lines; (2) Relocated power distribution lines; and (3) Customary SCL staff costs.

SECTION VI. MISCELLANEOUS

This Utilities Relocation Agreement expires when construction pursuant to the Utilities Relocation Plans has been completed and the Electric Utilities have been relocated to IRIS's and SCL's satisfaction. The Parties can modify or amend this Utilities Relocation Agreement only in writing that is signed by an authorized representative for each Party.

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ATTACHMENT A TO EXHIBIT E

Utilities Relocation Timeline

(to be developed and attached)

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ATTACHMENT B TO EXHIBIT E

Designated Representatives for Utilities Relocation

Designated Representative for Utilities Relocation for IRIS:

Mr. Bart Heath
Seneca Group, Inc.
1201 3rd Avenue, Suite 2350
Seattle, WA 98101-3014

Phone: (206) 808-7879
Fax: (206) 628-7105
E-mail: barth@senecagroup.com

Designated Representative for Utilities Relocation for IRIS:

Mr. Michael Clark
Senior Capital Projects Coordinator
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BNS CITY CLERK

ATTACHMENT C TO EXHIBIT E

Existing Electric Utilities to be Relocated

(to be developed and attached)

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ATTACHMENT D TO EXHIBIT E

Options and Associated Cost Estimates

(to be developed and attached)

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ATTACHMENT E TO EXHIBIT E

Back-Up Cost Estimate Detail Information

(to be developed and attached)

CITY CLERK

Form revised August 26, 2010

FISCAL NOTE FOR NON-CAPITALPROJECTS ONLY

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle Department of Transportation, Seattle Public Utilities, Seattle City Light	Eric Tweit 684-8834	Stephen Barham 733-9084

Legislation Title: AN ORDINANCE relating to the Mercer Corridor West Project; authorizing the execution of an agreement between the City and IRIS Holdings, LLC relating to the extension of Sixth Avenue between Mercer and Harrison streets.

Summary of the Legislation:

This legislation authorizes an agreement between the City and IRIS Holdings, LLC (IRIS), the sole member of which is the Bill & Melinda Gates Foundation (Gates Foundation), regarding the extension of Sixth Avenue North in the vicinity of the Gates Foundation Campus as part of the City's Mercer West Project. The agreement would replace an existing agreement the parties made in 2005. The proposed agreement provides for coordination of the City's and IRIS' construction projects and for an exchange of property between the City and IRIS. The agreement is contingent on the City and State selecting a curved Sixth Avenue alignment that extends Sixth Avenue North to Mercer Street along the eastern edge of the Gates Foundation Campus Property.

Background:

In 2006, IRIS purchased Seattle Center Parking Lot 2 from the City to construct the Gates Foundation world headquarters. Prior to the purchase, the City and IRIS entered into an agreement (the "Rights-of-Way Agreement: Lowered Aurora and Projects Affecting Lot 2") in which IRIS agreed to defer construction in the area where vacated Sixth Avenue North crosses the Gates Foundation Campus Property until September 30, 2010, to give the City the opportunity to identify funding and implement the Mercer West Project, including the extension of Sixth Avenue, as part of the Lowered Aurora option of the Alaskan Way Viaduct and Seawall Replacement Project. The 2005 agreement was based on the assumption that Sixth Avenue North would be extended across Mercer Street and reconnected at Roy Street. It also assumed that portions of Broad Street in the vicinity of the Gates Foundation Campus Property would become surplus to City needs and would be vacated, and that the City would thereafter convey two surplus parcels including a triangular piece of land at the intersection of Broad and Harrison streets (the "Broad Street Triangle") to IRIS in partial consideration for the City's acquisition of the new Sixth Avenue North right-of-way. Since then, the Washington State Department of Transportation initiated a Second Supplemental Draft Environmental Impact Statement to evaluate a bored tunnel alternative to replace the Alaskan Way Viaduct, and two possible revised alignments for Sixth Avenue North have been proposed and are undergoing environmental review. Option 1 would bisect the Gates Foundation Campus to Mercer Street, and Option 2

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would route Sixth Avenue North to Mercer Street along the eastern edge of the Gates Foundation Campus Property. Both options support the City's goal to reconnect the street grid in this area.

The City and IRIS have since identified various opportunities for them to coordinate, and jointly fund, their construction activities in a manner that will minimize construction impacts and result in significant cost savings in both time and expense to the City's Mercer West Project if the Option 2 alignment is selected. The work is described in Exhibit C to the agreement, which also allocates responsibilities among the City and IRIS for undertaking such work. Under the plan, IRIS will perform certain work for the City and help the City avoid some costs that would otherwise have been necessary. Similarly, the City will be responsible for some utility relocation that IRIS might otherwise need to complete for Building C, but that would be implemented most efficiently as a part of construction of Mercer Street, Sixth Avenue North, or the North Portal. The estimated net savings to the City's Mercer West Project is $8.4 million. In general, the areas of time and cost savings include the following, among others:

- Work for Mercer Street. IRIS will excavate for widened Mercer Street to the final subgrade, will perform necessary demolition, and will dispose of contaminated soil.

- Work for Sixth Avenue. IRIS will install necessary excavation shoring to SDOT and WSDOT standards, will excavate for the Sixth Avenue Extension to the final subgrade within the current IRIS Property, will perform necessary demolition, and will dispose of contaminated soil.

- Utility Relocation. IRIS will install certain pole, duct bank and vault improvements to facilitate the City in the relocation of a high voltage transmission line now located along the southeast side of Broad Street in the project area.

- Elimination of Tall Retaining Walls. IRIS will construct its new Building C and grade its property between Building C and the Mercer Street and Sixth Avenue property lines to make it unnecessary for the City to construct new tall retaining walls that would otherwise be required at the property lines along the south side of widened Mercer Street and along the west side of the Sixth Avenue Extension.

Specific items of work to be completed by the City include:

- Utility Relocation. The City will relocate one medium voltage distribution line that now traverses Broad Street and the Gates Foundation Property in the vacated Sixth Avenue North alignment after Broad Street is closed for construction of the North Portal and Sixth Avenue North.

- Utility Relocation. The City will relocate a water main now located in vacated the Sixth Avenue alignment to Harrison Street during final stages of construction of the North Portal.

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Given the net savings to the City's Mercer West Project, the City will waive the anticipated required transportation mitigation fee, estimated at $400,000 for Building C. The agreement also approves a plan for the necessary utility relocations.

The agreement contemplates an exchange of property between the City and IRIS that could not occur unless and until the City vacates portions of Broad Street adjacent to the Gates Foundation Campus Property. The vacation would be initiated by the City Council, as allowed by City and State law. Following City Council's consideration of the applicable laws and regulations, including a consideration of public benefits, and upon a decision to vacate such property, the City would convey the previously described Broad Street Triangle to IRIS in exchange for the IRIS-owned property along the east edge of the Gates Foundation Campus Property that is required for the Sixth Avenue Extension.

The proposed agreement would supersede the 2005 agreement.

__x__ This legislation does not have any financial implications.

This legislation does not appropriate City funds. City-related costs are accounted for in the 2010 Adopted Budget and 2010-2015 CIP.

Although this legislation does not have specific financial implications, the agreement contains provisions regarding damages that may have financial implications.

The agreement states that "if any of the material terms and conditions of the Agreement are not fulfilled by the City (unless due to forces beyond its reasonable control) or if the City takes any portion of the Gates Foundation Campus Property by condemnation, in addition to just compensation as enumerated under the law, IRIS shall be compensated by the City for all damages IRIS may suffer as a result of the City's actions, including but not limited to such damages resulting from expenditures made by IRIS in fulfillment of and in reliance on this Agreement."

Additionally, in the event the City decides to widen Mercer West but significantly delays the Sixth Avenue Extension and the transfer of the Broad Street Triangle property, and IRIS needs to construct a new entrance and exit from Building C from and to Mercer Street to replace the current Mercer Street entrance that is impaired from the widening of Mercer Street, the City would be financially responsible to IRIS for the costs and expenses IRIS incurs in having to undertake construction of the parking entrance/exit and related site development and landscaping work.

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SIXTH AVENUE EXTENSION AGREEMENT

THIS AGREEMENT providing for a dedication of land to extend Sixth Avenue between Mercer and Harrison Streets, and other related agreements among the parties hereto, is made and entered into as of this 30th day of November, 2010 by and between the City of Seattle, a Washington municipal corporation ("City"), and IRIS Holdings, LLC, a Washington limited liability company ("IRIS") (individually, a "Party"; collectively, the "Parties").

RECITALS

A. IRIS is a wholly-owned entity of the Bill & Melinda Gates Foundation (the "Gates Foundation").

B. On November 28, 2006, IRIS purchased the 5th Avenue North Parking Lot ("Lot 2") from the City for construction and location of the headquarters of the Gates Foundation.

C. IRIS is completing construction of Phase 1 of the headquarters campus, consisting of two offices buildings, and currently intends to complete Phase 2 of the campus, consisting of a third office building, sometime in the 2014 to 2017 timeframe ("Building C"). The land owned by IRIS on which the Gates Foundation campus is located is described in Exhibit A to this Agreement ("Gates Foundation Campus Property").

D. Before the sale of Lot 2 to IRIS, the City began contemplating substantial transportation improvements in the vicinity of the Gates Foundation Campus Property as part of its Mercer Corridor Program (the "Mercer West Project"). The Mercer West Project consists of: (1) the widening of Mercer Street immediately north of the Gates Foundation Campus Property ("Mercer Street Widening"); and (2) extension of Sixth Avenue between Mercer and Harrison Streets ("Sixth Avenue Extension"). The Mercer West Project includes the closure of Broad Street between Fifth Avenue North and Ninth Avenue North, and extension of Harrison Street, Thomas Street, and Taylor Avenue North across the existing Broad Street right-of-way to create an urban street grid. The Mercer West Project improvements will provide new connections in coordination with the Alaska Way Viaduct and Seawall Replacement Project (the "AWVSR Project"), which AWVSR Project includes, in addition to the new arterial street connections across SR 99, closure of the Aurora Off-Ramp to Broad Street.

E. In 2005 the City and IRIS entered into an agreement entitled "Rights-of-Way Agreement: Lowered Aurora and Projects Affecting Lot 2" (the "Rights-of-Way Agreement") by which IRIS agreed to defer construction within the vicinity of vacated Sixth Avenue North on the Gates Foundation Campus Property up to September 30, 2010 to give the City the opportunity to identify funding and to implement the Mercer West

Final Authorized by City Council Bill 116979 (Ordinance 123418)
November 12, 2010

Project, including the Sixth Avenue Extension, as part of the Lowered Aurora option of the AWVSR Project. At that time, the City envisioned reconnecting Sixth Avenue North across Mercer Street.

F. Presently, the City and the Washington State Department of Transportation ("WSDOT") are completing a Supplemental Draft Environmental Impact Statement ("SDEIS") for the AWVSR Project that analyzes a bored tunnel under downtown Seattle that connects a new SR 99 tunnel to the existing SR 99 corridor near Mercer Street. Under the bored tunnel alternative, extension of Sixth Avenue would provide a connection into the southbound SR 99 tunnel from Mercer Street to the north and Harrison Street to the south and Sixth Avenue North would not extend across Mercer Street. The SDEIS for the Alaskan Way Viaduct Replacement Project Bored Tunnel Alternative includes two options for the extension of Sixth Avenue from Harrison Street to Mercer Street. Under Option 1, Sixth Avenue North will bisect the Gates Foundation Campus Property, ending at Mercer Street. Option 2 extends Sixth Avenue North to Mercer Street in an alignment along the eastern edge of the Gates Foundation Campus Property. Regardless of which option is selected, the Mercer West Project improvements will require the City to acquire additional right-of-way from IRIS and entail the closure of portions of Broad Street in the vicinity of the Gates Foundation Campus Property. The 2005 Rights-of-Way Agreement anticipated the Broad Street closure and subsequent vacation (the "Broad Street Vacation"), and the conveyance to IRIS of certain abutting property that would become surplus to City needs, in whole or partial exchange for other IRIS property required by the City.

G. This Agreement is contingent upon the City and State selecting Option 2. The location of Option 2, including the land required of IRIS for implementation of Option 2 ("Dedicated Land for Sixth Avenue Right-of-Way"), is generally described and depicted in Exhibit B to this Agreement but will in all cases be sufficient for City right-of-way needs. The City's interest is in reconnecting the street grid, including Sixth Avenue, regardless of the final configuration of the AWVSR Project.

H. The Parties now wish to replace the Rights-of-Way Agreement with this Agreement. The Parties believe that there are opportunities for them to coordinate, and jointly fund, their construction activities in a manner that will result in significant savings in both time and expense to the City's Mercer West Project. In particular, the City can achieve savings in demolition, earthwork, shoring, retaining walls, and utility relocations as a consequence of the commitment of IRIS to undertake and fund the activities described in this Agreement.

I. The Parties agree that timely implementation of this Agreement will have the benefit of allowing both parties to proceed with their construction plans within their chosen timeframes as outlined on the schedule attached to Exhibit C.

J. The Phase I environmental site assessments conducted for IRIS in 2010 of the properties proposed for conveyance by the Parties under this Agreement have

confirmed that environmental conditions on the properties are within the range of the recognized environmental conditions of the Lot 2 site at the time of its acquisition by IRIS.

K. The Parties are entering this Agreement with the goal expressed in the Rights-of-Way Agreement that IRIS be able to develop the campus for the Gates Foundation to the same extent and with the same density as if the Sixth Avenue Extension had not occurred.

AGREEMENT

In consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby mutually acknowledged, the Parties agree as follows:

1. Agreement Conditioned on Selection of Option 2 for the Sixth Avenue Extension. This Agreement applies only in the event the City selects Option 2 for the Sixth Avenue Extension. This Agreement shall terminate in the event that the City selects another option for the Sixth Avenue Extension, or decides to proceed with no Sixth Avenue Extension at all, in which case neither Party shall have any continued obligations under this Agreement except those provisions that specifically survive this Agreement as provided for elsewhere in this Agreement, and IRIS shall have all of its rights otherwise accorded in law and equity.

2. Plan for IRIS and City Project Coordination.

(a) Agreement to Implement Plan. IRIS and the City agree to jointly implement the plan described in Exhibit C to this Agreement ("Plan for IRIS and City Project Coordination") in good faith and in the manner provided for herein in the event that, and at such time as, the City has selected Option 2 for the Sixth Avenue Extension and decided to proceed with the Sixth Avenue Extension in the vicinity of the Gates Foundation Campus Property.

(b) Designated Representatives. To ensure effective coordination, IRIS and the City will each designate a representative, who will be the point of contact responsible for communications, notifications and coordination among the Parties (the "Designated Representatives"). Each Party's Designated Representative is identified in Exhibit D to this Agreement. A Designated Representative may be changed by a Party upon written notification to the other Party. The Designated Representatives will meet monthly, or as otherwise agreed, during design, permitting and construction, with additional meetings with project staff and consultants as needed.

(c) Plan Changes. The Parties may modify or amend the Plan for IRIS and City Project Coordination only in a writing executed by an authorized representative for each Party. The Parties agree to work together in good faith to make such mutually

beneficial modifications or amendments to the Plan for IRIS and City Project Coordination should conditions related to the Mercer West Project in the vicinity of the Gates Foundation Campus Property materially change, including but not limited to if the City decides not to implement all of the Mercer West Project.

(d) Waiver of IRIS Transportation Mitigation Fee Payment. In the event that the City selects Option 2 for the Sixth Avenue Extension, the City agrees that the IRIS transportation mitigation fee payment specified in the conditions of approval to IRIS's Major Phased Development Permit for development beyond 800,000 square feet will be applied to various elements described in the Plan for IRIS and City Coordination, consistent with language in the Major Phased Development conditions of approval recognizing updates or successors to the South Lake Union Transportation Study".

3. Relocation of Utilities.

(a) IRIS Relocation of Utilities. IRIS agrees to undertake the utility relocation work described in the Plan for City and IRIS Project Coordination in accordance with the provisions attached hereto as Exhibit E.

(b) Easement for Relocated Utilities. With respect to such City-owned utilities that may be located on the Gates Foundation Campus Property, IRIS agrees to execute and acknowledge an Easement for Relocated Utilities in a form reasonably acceptable to Seattle City Light and deliver it to the City. The City shall record the signed Easement for Relocated Utilities in the public records of King County, Washington. The City shall thereafter provide IRIS with a conformed copy of the fully executed and recorded Easement for Relocated Utilities.

(c) City Facilitation of IRIS Relocation of Utilities. To allow IRIS to initiate and complete the utility relocation work described in the Plan for City and IRIS Project Coordination, the City agrees to:

(i) Assist IRIS in obtaining permission from the state sufficient to allow IRIS to install excavation shoring tie-backs and/or similar elements at SR 99 and the SR 99 off-ramp as needed for IRIS to install the relocated utilities as provided for in the Plan for IRIS and City Project Coordination; and

(ii) Grant IRIS permission to install excavation shoring tie-backs and/or similar elements at City streets and/or through street structures and grant necessary street use and other permits required for the excavation shoring and utility relocation work, in accordance with City of Seattle laws, rules, regulations, and standards.

4. Vacation and Conveyance of Land. The Parties anticipate that certain land, identified diagrammatically on Exhibit B as the Broad Street Triangle ("Property

Addition"), will become surplus to City needs if Broad Street is vacated in the vicinity of the Gates Foundation Campus Property as part of the Mercer West Project.

(a) City Street Vacation and Conveyance of Land. Upon completion of the environmental review process and the City's decision to proceed with the Sixth Avenue Extension and vacation of portions of Broad Street in the vicinity of the Gates Foundation Campus Property, the City shall promptly prepare legislation authorizing the vacation of Broad Street as necessary for implementation of the Mercer West Project and conveyance of the Property Addition to IRIS.

(b) Conveyance of the Property Addition to IRIS. Upon approval by the City Council of the Broad Street Vacation and conveyance of the Property Addition to IRIS, the City and IRIS shall arrange a closing to execute and record the signed deed conveying the Property Addition to IRIS. IRIS agrees to accept the Property Addition from the City subject to an easement for utilities in a form reasonably acceptable to Seattle City Light. The conveyance of the Property Addition to IRIS shall be accompanied by the same environmental protections that accompanied the sale of Lot 2 to IRIS. In addition, the Parties shall amend the Right of First Offer Agreement between IRIS and the City, recording number 20061128000018, to add the Property Addition to the Lot 2 property in which the City obtained a right of first offer to purchase the property from IRIS in the event that IRIS decides to sell or ground lease (for a period greater than 25 years) any portion or all of the property to an unrelated party.

5. Dedicated Land for Sixth Avenue Right-of-Way.

(a) Conveyance of the Dedicated Land for Sixth Avenue Right-of-Way to City. Upon, and only upon, final and full approval by the City Council of the Broad Street Vacation and conveyance of the Property Addition to IRIS, IRIS shall convey to the City the Dedicated Land for the Sixth Avenue Right-of-Way by Deed for Street Purposes. The Deed for Street Purposes shall be accompanied by a release of liability by the City of IRIS for any environmental contamination on the Dedicated Land for the Sixth Avenue Right-of-Way prior to November 28, 2006, in order to place IRIS in the same position it was in before it originally acquired the Dedicated Land for the Sixth Avenue Right-of-Way from the City as part of its acquisition of Lot 2.

(b) Joint Closing. Upon approval by the City Council of the Broad Street Vacation and satisfaction of any conditions to conveyance of any part of the Property Addition contained therein, the City and IRIS shall arrange a closing to execute and record the signed Deed for Street Purposes in the public records of King County, Washington. This closing shall occur immediately prior to the closing of conveyance of the Property Addition to IRIS. The Parties agree to provide each other such temporary easements as may be necessary to implement the Plan for IRIS and City Project Coordination.

6. Access to IRIS Campus Parking Garage. To accommodate the Mercer West Project improvements, IRIS will need to relocate its main campus parking garage entrance from Mercer Street to Harrison Street. IRIS also will require temporary measures to maintain access to the Gates Foundation campus parking garage until such time as IRIS is able to construct, complete and make operational replacement access off Harrison Street through the Property Addition ("Replacement Access to Gates Foundation Campus Parking Garage"). The measures may include the temporary use by IRIS of the Dedicated Land for Sixth Avenue Right-of-Way for the construction and operation of an interim parking garage entrance and exit to the Gates Foundation Campus Property through Building C. Implementation of such measures shall be on such terms and conditions of use that do not materially interfere with the City's construction of the Sixth Avenue Extension.

7. Limited Access Easement to Gates Foundation Campus Property. IRIS acknowledges that WSDOT will be acquiring certain access control rights over portions of the extended Sixth Avenue North right-of-way. The City shall assist IRIS in obtaining agreement of WSDOT, on such terms as WSDOT may require, to allow access to and from the Gates Foundation Campus Property for emergency vehicles, service vehicles and maintenance vehicles within the proposed limited access area along the extended Sixth Avenue North right-of-way. This is in addition to a parking garage exit from IRIS Building C onto extended Sixth Avenue North near Mercer Street which is expected to be outside of the WSDOT limited access area.

8. Consideration and Damages.

(a) Consideration. The Parties agree that:

(i) The adverse impact of Option 2 for the Sixth Avenue Extension on the Gates Foundation Campus Property shall be wholly mitigated by implementation of this Agreement in accordance with its terms and conditions, and no additional consideration is owed to IRIS as a result of the City's acquisition of the Dedicated Land for Sixth Avenue Right-of-Way; and

(ii) No additional monetary consideration is owed to the City as a result of the conveyance of the Property Addition to IRIS (pending confirmation by the City in accordance with its street vacation valuation procedures under chapter 15.62 SMC and a valuation process mutually agreed upon by the Parties in writing, which shall include an instruction to the appraiser to include in the valuation of interests conveyed to the City the cost savings to the City resulting from the actions undertaken by IRIS under this Agreement);

Provided, however, if any of the material terms and conditions of this Agreement are not fulfilled by the City (unless due to forces beyond its reasonable control) or if the City takes any portion of the Gates Foundation Campus Property by condemnation, then, in addition to just compensation as enumerated under the

law, IRIS shall be compensated by the City for all damages IRIS may suffer as a result of the City's actions, including but not limited to damages resulting from expenditures made by IRIS in fulfillment of and in reliance on this Agreement.

(b) Damages. The Parties agree that:

(i) In the event that IRIS fails to undertake the interfacing work described in the Plan for IRIS and City Project Coordination, either completely or in a timely manner, and such failure results in additional costs and expenses to the City in undertaking and completing its Mercer West Project, IRIS shall be financially responsible to the City for such additional costs and expenses directly attributable to such failure of IRIS to timely complete the interfacing work described in the Plan for IRIS and City Project Coordination; and

(ii) In the event that the Mercer Street Widening part of the City's Mercer West Project proceeds but the Sixth Avenue Extension part is significantly delayed from the schedule described in the Plan for IRIS and City Project Coordination, IRIS might, at its option, decide it needs to construct a new parking entrance and exit from Building C from and to Mercer Street to replace the current Mercer Street entrance that is impaired from the widening of Mercer Street. The new parking entrance/exit, related site development and landscaping would be constructed in that area identified under this Agreement as the Dedicated Land for Sixth Avenue Right-of-Way (which area will, under the Plan for IRIS and City Project Coordination, have already been excavated by IRIS to the proposed final subgrade of the Sixth Avenue Extension at the time of construction of the new parking entrance and exit from Building C). Such construction would only be necessary if the City proceeded with widening Mercer but then delayed the Sixth Avenue Extension and the transfer of the Property Addition to IRIS. In such event, the City shall be financially responsible to IRIS for the costs and expenses IRIS incurs in having to undertake construction of the parking entrance/exit and related site development and landscaping work.

(iii) In the event that the City's Sixth Avenue Extension part of the Mercer West Project improvements are significantly delayed from the schedule described in the Plan for IRIS and City Project Coordination, there may be a need to structurally supplement or buttress the "temporary" part of the excavation shoring system installed by IRIS under the Plan for IRIS and City Project Coordination. This would only be necessary if the City delayed the Sixth Avenue Extension to beyond the reasonable service life of the excavation shoring system. In such event, the City would be responsible for undertaking and covering the costs and expenses of the additional excavation shoring system work.

9. Representations and Warranties.

(a) City Representations. The City hereby represents and warrants that it has full and complete power and authority to enter into this Agreement and to perform its obligations hereunder, including full and complete power and authority to enter into and to perform its obligations under the agreements contemplated by this Agreement, subject to the terms and conditions of this Agreement, and has obtained an opinion from the City's law department to such effect.

(b) IRIS Representations. IRIS hereby represents and warrants that it is the sole legal owner of the Gates Foundation Campus Property, and that it has full and complete power and authority to enter into this Agreement and to perform its obligations hereunder, including full and complete power and authority to enter into and to perform its obligations under the agreements contemplated by this Agreement, subject to the terms and conditions of this Agreement.

10. Dispute Resolution.

In the event of a dispute regarding this Agreement, the Parties agree to follow the procedures in this Section 10 prior to filing or initiating a lawsuit. The Parties shall make their best efforts to resolve disputes as expeditiously as possible through negotiations at the lowest possible decision-making level and in the event such negotiations are unsuccessful, the matter shall be referred to the SDOT Director and the IRIS Chief Administrative Officer. If those officials are unable to resolve the dispute within a period of fifteen (15) days after the matter has been formally referred to them for resolution, they shall meet during the immediately succeeding seven (7) days to select a mediator to assist in the resolution of such dispute. The Parties agree to participate in mediation with the agreed upon mediator for a reasonable amount of time and in good faith. The cost of the mediation shall be shared equally between the Parties.

11. Remedies and Enforcement. Subject to the dispute resolution provisions in Section 10, this Agreement is enforceable by specific performance, in addition to any other remedies available under the law.

12. General Provisions.

(a) Compliance by Employees, Agents and Contractors. Each Party shall ensure that its employees, agents, and contractors comply with the obligations of this Agreement.

(b) No Default Under Agreement if Performance is Rendered Impossible Due To Circumstances Not Under the Parties' Control. The Parties shall not be deemed to be in default under this Agreement if performance is rendered impossible by war, riots, or civil disturbances, or by floods or other natural catastrophes beyond the Parties' control; the unforeseeable unavailability of labor or materials; or labor stoppages

or slowdowns or power outages exceeding back-up power supplies. This Agreement shall not be terminated or the Parties penalized for such noncompliance, provided that each Party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, or integrity of the Party's employees or property, or the health, safety, or integrity of the public, street rights-of-way, public property, or private property.

(c) No Waiver. No failure to exercise, and no delay in exercising, on the part of either Party hereto, any rights, power, or privilege hereunder shall operate as a waiver thereof, except as expressly provided herein.

(d) Recitals and Exhibits. All recitals, exhibits and other attachments are by this reference hereby incorporated into this Agreement.

(e) Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one (1) Business Day after being deposited with a reliable overnight courier service, with receipt acknowledgment requested, (iii) upon receipt if transmitted by facsimile telecopy, with a copy sent on the same day by one of the other permitted methods of delivery, or (iii) upon receipt or refused delivery deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed to each of the Designated Representatives of the Parties, at such address provided in Exhibit D or such other address as either party may from time to time specify in writing to the other.

(f) Memorandum of Agreement. Upon the request of one of the Parties, the Parties agree to execute and acknowledge an appropriate memorandum of this Agreement for public recordation purposes.

(g) Governing Law. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington. The venue for any action under this Agreement shall be in the Superior Court for King County, Washington.

(h) Merger of Prior Agreements. This Agreement and the exhibits hereto, constitute the entire agreement between the Parties pertaining to the extension of Sixth Avenue and supersede the Rights-of-Way Agreement: Lowered Aurora and Projects Affecting Lot 2, dated August 8, 2005 and the Utility Relocation Agreement between IRIS and Seattle City Light, dated August 25, 2005; provided, however, that the contractual protections afforded to IRIS with Sections 4(b) and (c) of the Rights-of-Way Agreement and in the proviso within Section 8(a) of this Agreement shall return and remain in full force and effect in the event of termination of this Agreement.

(i) Precedence of Main Body of Agreement over Exhibits. In the event of conflict between the terms and conditions of Sections 1 through 12 of this

Agreement and terms and conditions of any of the Exhibits A through H, the terms and conditions of Sections 1 through 12 of this Agreement shall control.

(j) No Modification Except by Subsequent Agreement. This Agreement may be amended only by a written instrument, duly authorized by the City and IRIS, and executed by their duly authorized representatives.

(k) Time of the Essence. Time is of the essence of this Agreement.

(l) Severability. A judicial determination that any term, provision, condition, or other portion of this Agreement, whether in whole or in part, is inoperative, invalid, void, or unenforceable shall not affect the remaining terms, provisions, conditions, or other portions of this Agreement, whether in whole or in part, and the remaining terms, provisions, conditions, or other portions of this Agreement, whether in whole or in part, shall remain valid and enforceable to the fullest extent permitted by law.

(m) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the City and IRIS and their respective successors and assigns.

(n) Section and Subsection Headings. Section and subsection headings are intended as information only, and shall not be construed with the substance of the section or subsection they caption.

(o) Business Days. Means Monday through Friday, inclusive, except for official City of Seattle and state holidays.

(p) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute but one and the same instrument.

(q) Effectiveness and Duration Date. This Agreement is effective as of the date of mutual execution by the Parties and, unless sooner terminated pursuant to the terms hereof, shall remain in effect until final completion of all Parties' obligations contained or referred to in this Agreement, including such obligations contained in the Plan for IRIS and City Project Coordination.

(r) Consents and Approvals. In any instance when either Party's consent or approval is required under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed. No permission, consent, or approval of the City contained herein or given pursuant to this 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.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as of the last date written below.

The City of Seattle,
a Washington municipal corporation

By: _____

Its: Director of Transportation

Date: December 1, 2010

IRIS Holdings, LLC
a Washington limited liability company

By: _____

Its: Chief Administrative Officer

Date: November 12, 2010

Exhibit A
Sixth Avenue Extension Agreement

LEGAL DESCRIPTION OF THE GATES FOUNDATION CAMPUS PROPERTY

ALL OF BLOCKS 62, 63, 64, 65, AND 73, D.T. DENNY'S HOME ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 115, RECORDS OF KING COUNTY, WASHINGTON, SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

TOGETHER WITH THE VACATED ALLEY IN SAID BLOCKS AND THOSE PORTIONS OF VACATED REPUBLICAN STREET, TAYLOR AVENUE NORTH, SIXTH AVENUE NORTH, AND BROAD STREET AS VACATED UNDER ORDINANCE NUMBERS 54308, 90487, AND 14262 OF THE CITY OF SEATTLE;

EXCEPT THOSE PORTIONS CONDEMNED BY KING COUNTY SUPERIOR COURT CAUSE NUMBERS 236360 AND 486551 AND AS PROVIDED UNDER CITY OF SEATTLE ORDINANCE NUMBERS 101563, 100337, 59719, 84452, AND 1224;

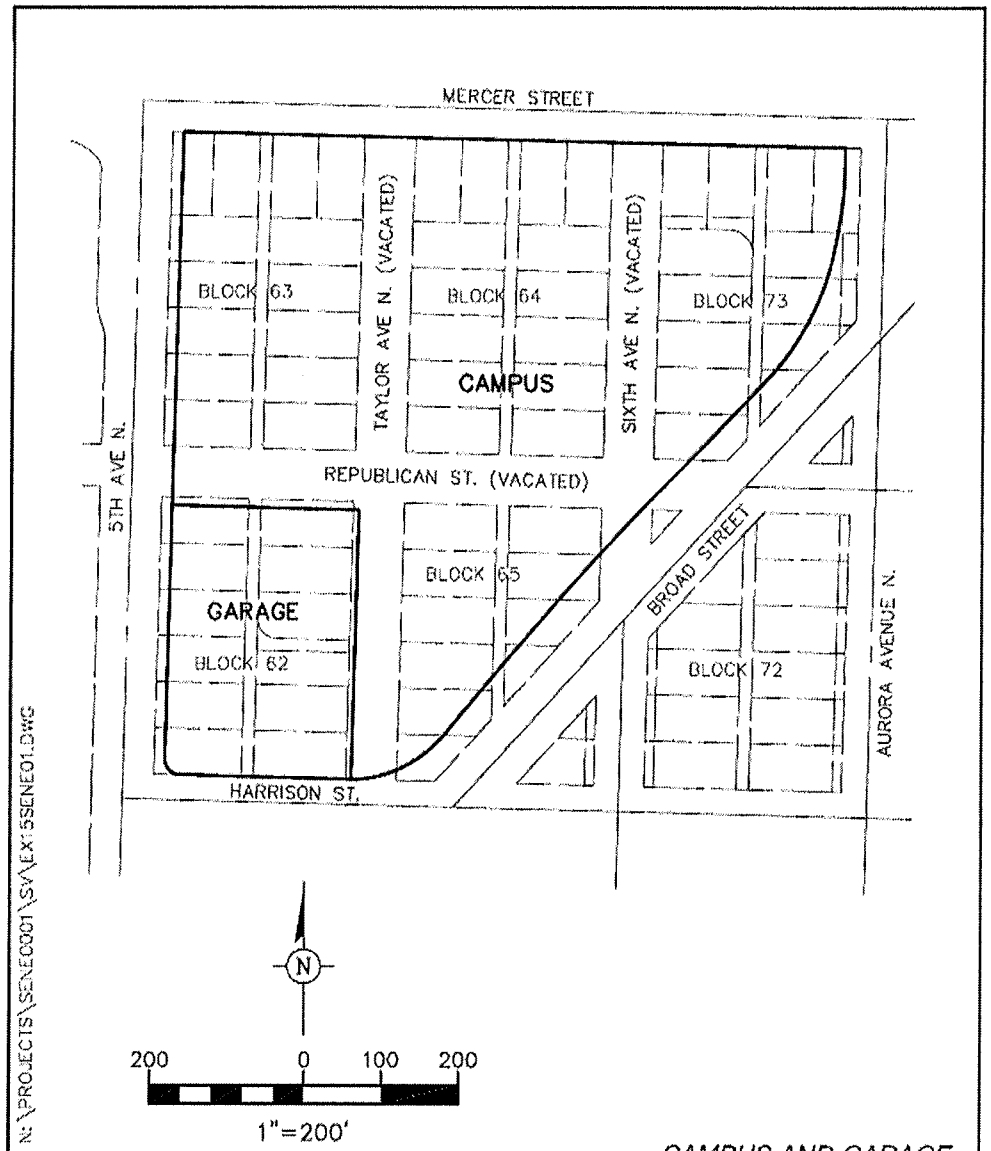
ALSO EXCEPT LOT 7 OF BLOCK 73;

ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY MARGIN OF 5TH AVENUE NORTH AND THE SOUTH RIGHT OF WAY MARGIN OF MERCER STREET;
THENCE SOUTH 01°27'59" WEST 441.64 FEET ALONG THE EAST RIGHT OF WAY MARGIN OF 5TH AVENUE NORTH TO A POINT ON THE CENTERLINE OF VACATED REPUBLICAN STREET;
THENCE CONTINUING ALONG THE EAST RIGHT OF WAY MARGIN OF 5TH AVENUE NORTH SOUTH 01°26'06" WEST 43.49 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG THE EAST RIGHT OF WAY MARGIN OF 5TH AVENUE NORTH SOUTH 01°26'06" WEST 329.49 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 20.00 FEET;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 89°59'28" A DISTANCE OF 31.41 FEET TO A POINT ON THE NORTH RIGHT OF WAY MARGIN OF HARRISON STREET;
THENCE SOUTH 88°33'22" EAST 222.00 FEET ALONG THE NORTH RIGHT OF WAY MARGIN OF HARRISON STREET;
THENCE NORTH 01°26'06" EAST 349.52 FEET;
THENCE NORTH 88°33'54" WEST 242.00 FEET TO THE TRUE POINT OF BEGINNING;

(ALSO KNOWN AS PARCEL B OF CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3008913 RECORDED UNDER RECORDING NUMBER 20080702900011).

TOGETHER WITH AND SUBJECT TO EASEMENTS OF RECORD.



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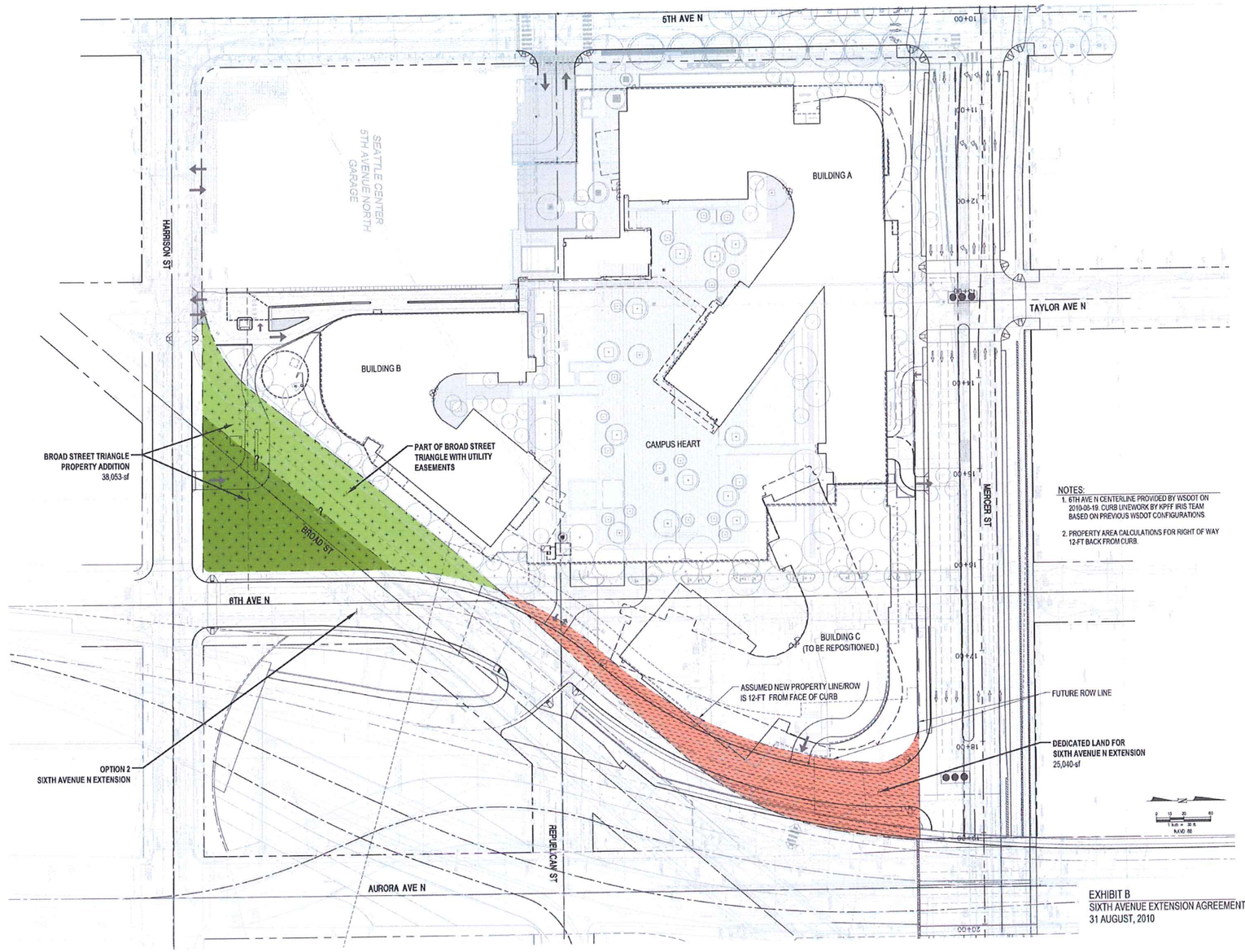
S. 31, TWP. 25 N., R. 4 E., W.M.

CAMPUS AND GARAGE LEGAL DESCRIPTIONS

P·C·E PETERSON CONSULTING ENGINEERS 4010 Lake Washington Blvd. NE, Suite 300, Kirkland, WA 98033 www.pceclvll.com (425) 827-5874 Tel (425) 822-7216 Fax	DWN. BY: DPH	DATE: 5/28/08	JOB NO. SENE-0001
	CHKD. BY: MM	SCALE: 1"=200'	



NOTES:

1. 6TH AVE N CENTERLINE PROVIDED BY WSDOT ON 2010-08-19. CURB LINEWORK BY KPFF IRIS TEAM BASED ON PREVIOUS WSDOT CONFIGURATIONS
2. PROPERTY AREA CALCULATIONS FOR RIGHT OF WAY 12-FT BACK FROM CURB.

EXHIBIT B
SIXTH AVENUE EXTENSION AGREEMENT
31 AUGUST, 2010

Exhibit C to Sixth Avenue Extension Agreement

PLAN FOR IRIS AND CITY PROJECT COORDINATION

A. This Plan is a part of the Sixth Avenue Extension Agreement ("Agreement") between IRIS and the City. In the event of inconsistencies between this Plan and the Agreement, the Agreement has precedence.

B. Projects:
   1. IRIS project: Development of Building C, the third office building at the Bill & Melinda Gates Foundation office campus ("IRIS Campus") and site work at the Broad Street triangle Property Addition. Building C will be located in the northeast part of the Gates Foundation Campus Property ("IRIS Property").

   2. City project: Mercer West Project, consisting of widening and other changes to Mercer Street immediately north of the IRIS Campus, and the extension of Sixth Avenue between Harrison Street and Mercer Street immediately east of the IRIS Campus with related changes at Harrison Street, Broad Street and the Aurora Off-Ramp.

C. Key objectives:
   1. Facilitate the development of Building C and the planned roadway changes in a well coordinated and complementary manner beneficial to both IRIS and the City.

   2. Allow each project to proceed on a schedule that is essentially independent from the other.

   3. Preserve the ability of the City to widen Mercer Street and extend Sixth Avenue even though the City project could be delayed for some reason beyond the schedule attached as Appendix 3.

   4. Facilitate related property transfers between IRIS and the City.

   5. Reduce overall project costs for the City project.

D. Certain scopes of work where the two projects interface are identified in this Plan to be provided by either IRIS or by the City. Unless otherwise noted, such work is to be provided complete, including planning, design, all construction, related administration and taxes, and without significant material support or any financial contribution from the other Party.

   1. The scope of the interfacing work is attached as Appendix 1.

   2. An annotated Exhibit B showing the locations of interfacing work is attached as Appendix 2.

   3. IRIS and the City will prepare a construction management plan prior to commencing construction in existing or proposed rights-of-way.

E. IRIS and the City recognize that the scope of interfacing work described in Appendix 1 is the best available information at the time of this Plan. Some change or refinement of the scope of interfacing work may be required for technical or practical reasons in the future. In that event, the necessary changes shall be mutually agreed upon between the parties and this Plan shall be revised as provided in paragraph 2.(c) of the Agreement.

F. Access:
   1. The City will allow new vehicle driveways for the IRIS Campus at the following locations when the City roadway changes are made:

      a. Entrance and exit at Harrison Street at an appropriate location east of Taylor Avenue.

      b. Entrance and exit for limited emergency, service and maintenance access at new Sixth Avenue at an appropriate location in the vicinity of what is now Republican Street.

      c. Exit only / right turn only at new Sixth Avenue at an appropriate location somewhat south of widened Mercer Street. Alternatively, an entrance and exit / right turn only to Mercer Street at the intersection of the planned Sixth Avenue Extension in the event that the City widens Mercer Street but delays extending Sixth Avenue.

G. Schedule:
   1. The City and IRIS will coordinate the planned schedules for their projects and keep each other advised in a timely manner of any changes to those schedules.

   2. The most current schedule is updated 19 Aug '10 is attached as Appendix 3. However, IRIS is considering various occupancy dates for Building C ranging from mid-2014 to mid-2017 and may modify its project schedule accordingly.

Attachments:
Appendix 1: Plan for IRIS and City Project Coordination, Scope of Interfacing Work
Appendix 2: Depiction of Interfacing Work
Appendix 3: Schedule

APPENDIX 1 TO EXHIBIT C
PLAN FOR IRIS AND CITY PROJECT COORDINATION
SCOPE OF INTERFACING WORK

2 September 2010 – Rev 9

1. Work for widened Mercer Street:

   a. IRIS will excavate for widened Mercer Street within the current IRIS Property and beyond to the south side of the existing retaining wall on the south side of Mercer Street. This excavation is in the area east of IRIS building A. The excavation will lower the existing grades in those areas to approximately the proposed final subgrade of widened Mercer Street, as designed by the City. The work includes disposal of any contaminated soil that is encountered. The work also includes removing the adjacent south retaining wall at Mercer Street east to the Aurora overpass bridge support abutment to a depth equal to the proposed final subgrade of widened Mercer Street. Elements of the retaining wall below subgrade may remain abandoned in place. The work may also include certain directly related utility modifications as necessary and agreed upon.

   b. City will construct the Mercer Street widening roadway improvements. The work includes remaining demolition work within the future Mercer Street right-of-way. The work includes any remaining excavation in the areas where mass excavation was provided by IRIS, disposal of any contaminated soil that is encountered, construction of certain utilities or utility modifications not identified to be provided by IRIS, construction of street, curb, curb cuts, driveways, and sidewalk paving, and all street trees and landscaping inside the widened right-of-way.

2. Work for Sixth Avenue Extension, revised Harrison Street and at the Broad Street Triangle:

   a. IRIS will install excavation shoring at or near the current east IRIS Property line bordering the current Aurora Off-Ramp as required for excavation work by IRIS described in item 2.b. The City will allow IRIS to install necessary tiebacks, soil nails and/or tie-rods and anchors extending into or through right-of-way or elements such as roadways or the Broad Street retaining wall. The excavation shoring system shall be "temporary" construction except in locations where SDOT or WSDOT will install permanent retaining walls that would benefit from having the excavation shoring installed to "permanent" construction standards. In those locations, the line of the excavation shoring will be coordinated with the location of the future SDOT or WSDOT walls where they will be located inside of the current IRIS Property adjacent to the Aurora Off-Ramp. The work may also include certain directly related utility modifications as necessary and agreed upon.

   b. IRIS will excavate for the Sixth Avenue Extension within the current IRIS Property and west of the excavation shoring described in item 2.a. The excavation will lower the existing grades in those areas to approximately the proposed final subgrade of the Sixth Avenue Extension as designed by the City. The work includes disposal of any contaminated soil that is encountered.

The work may also include certain directly related utility modifications as necessary and agreed upon.

c. City will construct the extended Sixth Avenue roadway improvements. The work includes demolition of the parts of the excavation shoring installed by IRIS along the current east IRIS Property line that need to be removed as well as other required demolition work east and southeast of the current IRIS Property line. The work includes any remaining excavation in the areas where mass excavation was provided by IRIS, disposal of any contaminated soil that is encountered, construction of certain utilities or utility modifications not identified to be provided by IRIS, construction of street, curb, curb cuts, driveways, and sidewalk paving, and all street trees and landscaping inside the right-of-way.

d. City will reconstruct Harrison Street to the extent determined by the City, including certain utility modifications, construction of street, curb, curb cuts, driveways and sidewalk paving, and all street trees and landscaping inside the right-of-way.

e. City will perform clean-up demolition and install necessary fill at the Broad Street Triangle property. The work includes demolition of existing roadway and roadway-related concrete or asphalt construction to a minimum depth of three feet below the mutually-agreed future final surface contours within the property. On-site "native" or imported "pit run" type fill material shall be placed and compacted in depressions to bring the fill surface to 18" below the mutually-agreed final surface contours.

f. IRIS will fill the top 18", grade the site and landscape the Broad Street Triangle as a part of other site work development on that transferred property.

3. Relocation of City Light high voltage transmission lines:

a. IRIS will relocate the existing "Canal" BR-CN high voltage electrical transmission line utility now traversing the IRIS Property. The work includes developing a design satisfactory to City Light, the construction of steel "cactus" poles at the north side of Harrison Street near Taylor Avenue and the south side of Mercer Street near Taylor Avenue for the overhead / underground transition, the duct bank and the vault(s) in between those poles, and the installation of conductors by City Light. The work includes the cost of related City Light work and services. Where duct bank or other elements extend into existing or future City rights-of-way, IRIS will coordinate the locations and routing with the City and obtain related City approvals. The work also includes removal of the existing transmission conductors and poles no longer required. The tops of the existing concrete foundations at the two glu-lam poles and any other abandoned elements in future rights-of-way are to be demolished and removed to below future subgrade elevation, but may otherwise remain in place.

b. IRIS will install part of the duct bank and the south vault required to relocate the existing "University" BR-UN high voltage transmission line utility now located along the southeast side of Broad Street in the project area. The duct bank will be mostly integral with the duct bank in

item 3.a (both circuits in one duct bank). The IRIS work starts at the south "cactus" pole in item 3.a and extends north to the new south border of widened Mercer Street where the duct bank will be temporarily capped for future extension to the north and east by the City. The IRIS scope of work includes developing a design satisfactory to City Light, extending the height and capacity of the "cactus" pole at Harrison Street near Taylor Avenue to also accommodate the "University" transmission lines extending overhead from the City Light Broad Street Substation. The IRIS scope does not include any City Light conductor work for the "University" lines – see item 3.c. Should City Light not accept having both circuits on one pole and/or in one duct bank, the IRIS scope of work shall be reduced accordingly and the City shall be responsible for providing an acceptable alternative. In the event neither is acceptable to City Light, this item 3.b will be eliminated and the City will be solely responsible for relocating the "University" transmission line.

c. City will relocate the existing "University" high voltage electrical transmission line utility now located along the southeast side of Broad Street in the project area. The work includes developing a design satisfactory to City Light, the construction of necessary duct banks north and east of those provided by IRIS in item 3.b, any "cactus" poles required for the transition from underground to overhead at the north end of the relocation, and the installation of conductors by City Light – including at the "cactus" pole at Harrison Street provided by IRIS. The work includes the cost of related City Light work and services. The work also includes removal of the existing transmission conductors and poles no longer required.

4. Relocation of City Light medium voltage feeders and various lower voltage wiring:

a. IRIS will relocate the existing feeder 2654 and 2658 electrical utilities currently traversing the IRIS Property in the vacated Sixth Avenue corridor. The IRIS work includes intercepting these feeders in the existing underground duct bank, re-routing them in one new duct bank east and north of Building C, extending the new duct bank across Mercer Street and terminating feeders 2654 and 2658 back to the existing overhead system north of Mercer Street. IRIS shall work with the City to determine a relocation design satisfactory to City Light for this work in the vicinity of the north retaining wall at Mercer Street and the transition to overhead north of Mercer Street. The design in the vicinity of the north retaining wall at Mercer Street shall be adequate to also accommodate relocated feeder 2657 noted in item 4.c. The work includes developing a design satisfactory to City Light, the construction of the required duct bank provisions, and the installation of conductors by City Light. The work includes the cost of related City Light work and services for the IRIS work. Where duct bank or other elements extend into existing or future City rights-of-way, IRIS will coordinate the locations and routing with the City and obtain related City approvals. The work also includes removal of the existing conductors, poles and other elements which are no longer required. Any abandoned elements in future rights-of-way are to be demolished and/or removed to below future sub-grade elevation.

b. IRIS will relocate or coordinate relocation of lower voltage and communications utilities or wiring now traversing the IRIS Property, generally in the vacated Sixth Avenue corridor. The work includes developing a plan satisfactory to City Light.

c. City will relocate the existing feeder 2657 electrical utility currently traversing both the City rights-of-way and the IRIS Property in the existing / vacated Sixth Avenue corridor. The City work includes intercepting this feeder at or south of Harrison Street, re-routing it in an underground duct bank in the new extended Sixth Avenue and widened Mercer Street rights-of-way. From that point the City may extend the duct bank and feeder to Sixth Avenue north of Mercer Street in an arrangement similar to feeders 2654 and 2658 in item 4.a, or to the east in Mercer Street to Dexter and then to Roy. The City work includes developing a design satisfactory to City Light, the construction of the required duct bank provisions, and making the transition from underground to overhead at an existing pole north of Mercer Street where that feeder now exists as overhead wires. The work includes the installation of conductors by City Light. The work includes the cost of related City Light work and services for the City work. The work for both IRIS and the City is based on City Light temporarily de-energizing feeder 2657 at the time required by IRIS for its work and until the relocation of the feeder is completed by the City.

5. Revisions at Seattle Public Utilities water mains:

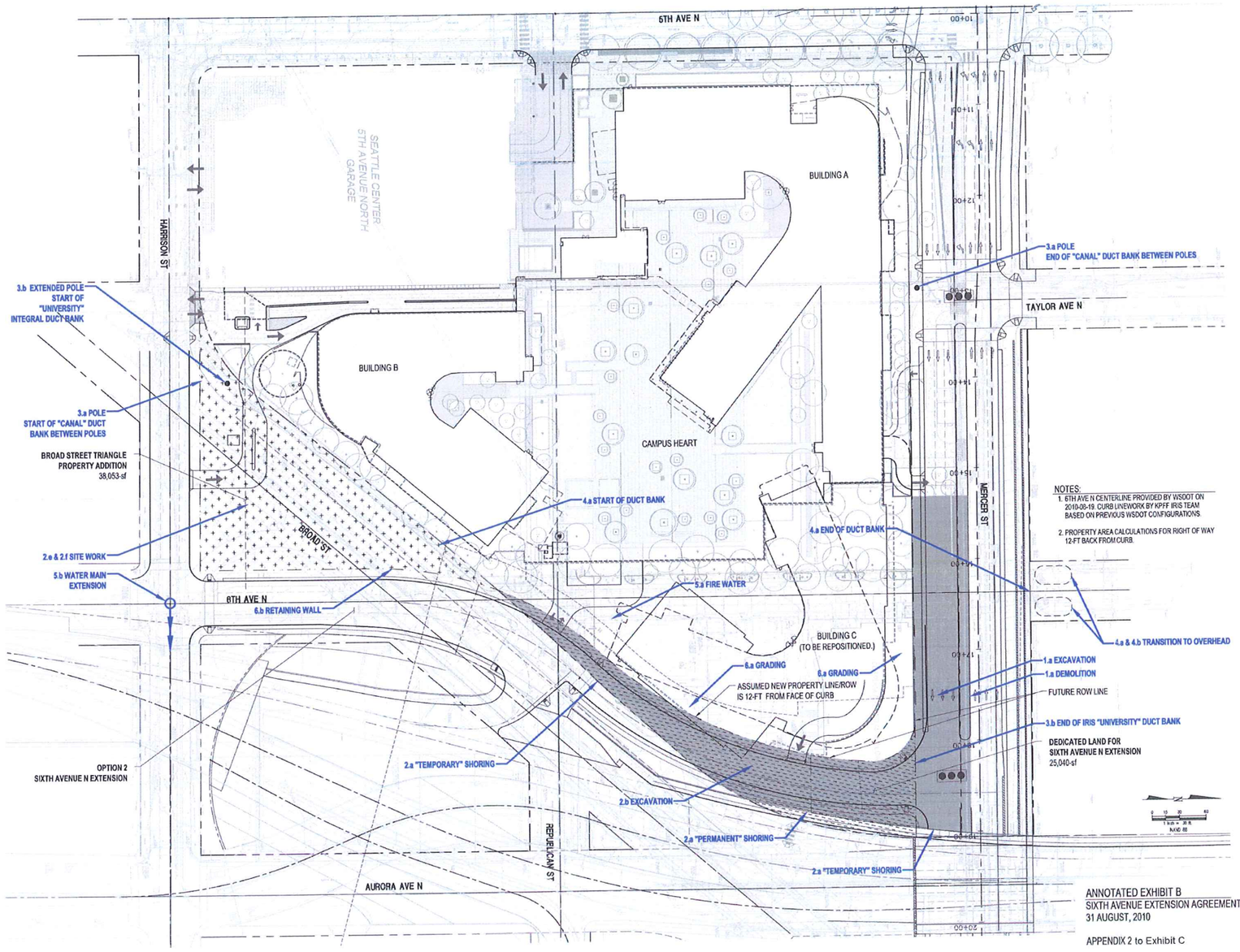
   a. IRIS will provide a revised fire water service satisfactory to the Seattle Fire Department and Seattle Public Utilities (SPU) in the vicinity of the existing fire hydrant in vacated Sixth Avenue. When that is completed, IRIS will have SPU de-activate the existing 12" water main now located in vacated Sixth Avenue through the IRIS Property. IRIS will then remove the parts of the water main required to complete Building C.

   b. City will construct the related planned extension of the 12" water main in Harrison Street to the east from its current end at Sixth Avenue to an existing main in Dexter as required by Seattle Public Utilities.

6. Building C and the elimination of tall retaining walls south of Mercer Street and west of Sixth Avenue:

   a. IRIS will construct its new Building C and grade its property between Building C and the Mercer Street and Sixth Avenue property lines to make it unnecessary for the City to construct the new tall retaining walls at the property lines that had been planned along the south side of widened Mercer Street and along the west side of the Sixth Avenue Extension.

   b. City may need to construct a low retaining wall at the property line on the west side of the Sixth Avenue Extension for a limited distance near the north end of the Broad Street Triangle where the ground surface inside the property line cannot practically be graded down to the right-of-way elevation without exposing or compromising utilities previously installed in that area. If required, the low retaining wall will be constructed as part of the City's other Sixth Avenue improvements.



ANNOTATED EXHIBIT B
SIXTH AVENUE EXTENSION AGREEMENT
31 AUGUST, 2010

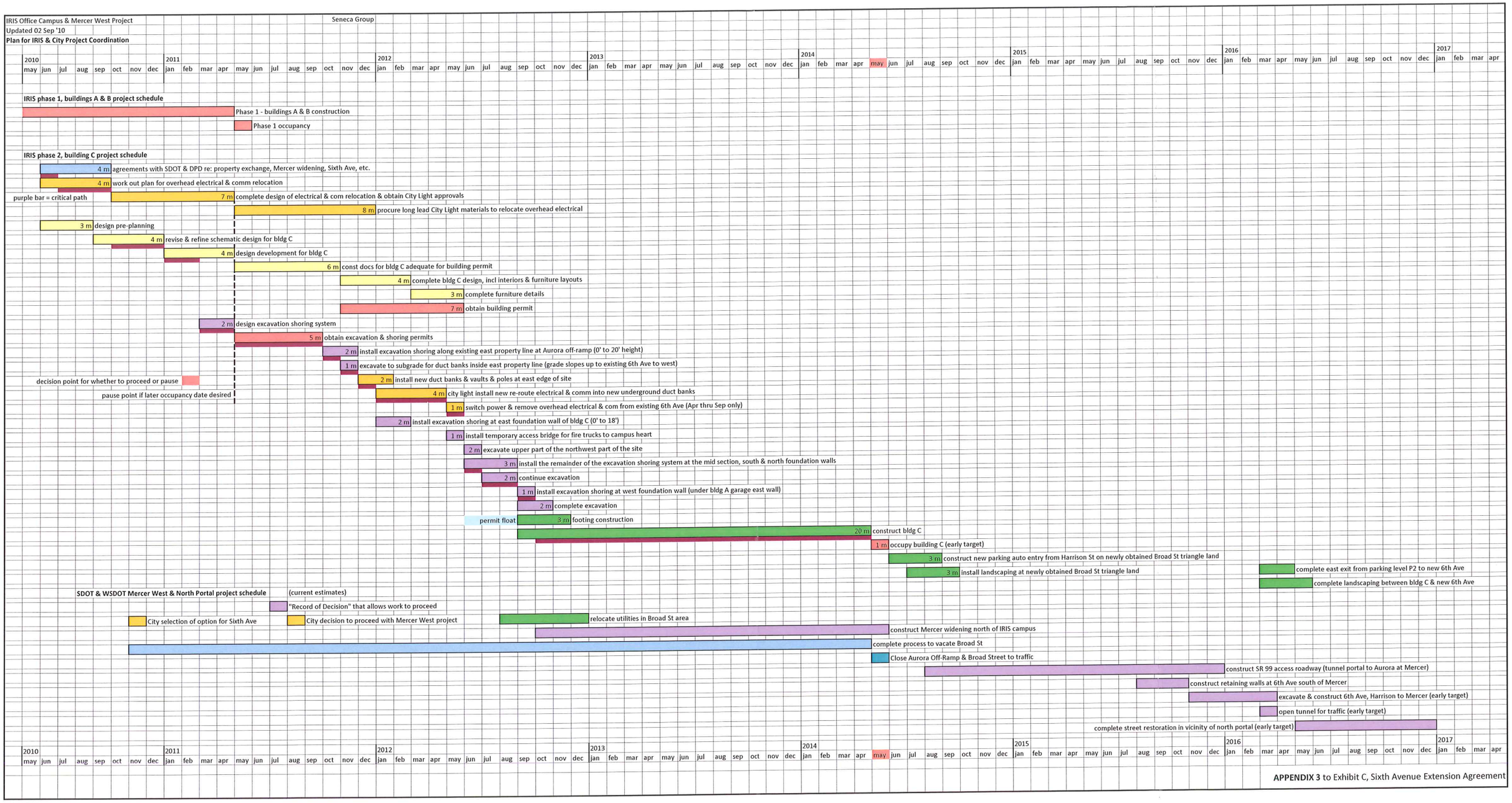
APPENDIX 2 to Exhibit C

IRIS Office Campus & Mercer West Project

Updated 02 Sep '10

Plan for IRIS & City Project Coordination

Seneca Group



APPENDIX 3 to Exhibit C, Sixth Avenue Extension Agreement

Exhibit D to Sixth Avenue Extension Agreement

DESIGNATED REPRESENTATIVES

Designated Representative for IRIS:

Ms. Norma Miller
Bill & Melinda Gates Foundation
1432 Elliott Ave. West
Seattle, WA 98119

Phone: (206) 770-2040
E-mail:norma.miller@gatesfoundation.org

Designated Representative for the City:

Mr. Eric Tweit
Seattle Department of Transportation
700 Fifth Avenue, Suite 3900
Seattle, WA 98104-5031

Phone: (206) 684-8834
E-mail: eric.tweit@seattle.gov

Exhibit E to Sixth Avenue Extension Agreement

UTILITIES RELOCATION AGREEMENT

SECTION I. INTRODUCTION

This Exhibit E establishes terms for relocating utilities consistent with the Plan for IRIS and City Project Coordination (Exhibit C). These terms replace the Utilities Relocation Agreement between IRIS and Seattle City Light ("SCL"), dated August 26, 2005. These terms will be the basis of a future Utilities Relocation Agreement to be prepared when sufficient utility relocation details are known. Some mutually agreeable refinement of these terms may be appropriate at that time.

SECTION II. COORDINATION

A. Cooperative Working Relationship to Meet the Project Schedule

1. Purpose & Means

The purpose of the Utilities Relocation Agreement is to:

a. identify Utilities Relocation Plans, consistent with the Plan for IRIS and City Project Coordination (Exhibit C), for relocating power transmission and distribution lines that now traverse or are nearby the Gates Foundation Campus Property (hereinafter the "Electric Utilities") to an area now or in the future outside the Gates Foundation Campus Property (such as the land to be conveyed by IRIS to the City for the Sixth Avenue right-of-way) or to an easement area within the Gates Foundation Campus Property mutually acceptable to IRIS and SCL; and

b. establish each Party's rights and responsibilities for relocating the Electric Utilities consistent with the Utilities Relocation Plans, including IRIS's cost for work to be performed by SCL, with the goal of relocating the Electric Utilities as agreed in the Utilities Relocation Plans in accordance with a general Utilities Relocation Timeline that the Parties will develop.

2. Designated Representatives for Utilities Relocation

To ensure effective coordination, IRIS and SCL each designate a representative, who will be the point of contact responsible for communication, notifications and coordination among the Parties with respect to relocation of

utilities. Each Party's Designated Representative for Utilities Relocation is identified in Attachment B.

SCL's Designated Representative for Utilities Relocation will be responsible for coordinating SCL decisions on the Electric Utilities relocation. Similarly, IRIS's Designated Representative will be responsible for coordinating input from IRIS's consultants and subcontractors, working to see that IRIS provides timely and complete submittals, and working to see that IRIS responds promptly to SCL's requests for additional information. The SCL and IRIS Designated Representatives for Utilities Relocation will also be responsible for facilitating all notifications between the Parties that are required under this Utilities Relocation Agreement.

Written notifications between the Designated Representatives for Utilities Relocation shall include a copy to the Designated Representatives under the Sixth Avenue Extension Agreement.

SECTION III. PARTIES' RIGHTS AND RESPONSIBILITIES FOR UTILITIES RELOCATION PROCESS

A. Identification of Existing Electric Utilities to be Relocated

A comprehensive plan of the existing Electric Utilities to be relocated will be attached hereto as Attachment C.

B. Development of Options and Associated Cost Estimates and Timelines for Utilities Relocation

The Parties will work together to develop options and associated cost estimates and timelines (Utilities Plans Schedules) for relocating the existing Electric Utilities in a manner that is acceptable to City Light. Once developed, the Options and Estimated Costs will be attached hereto as Attachment D. The costs associated with the various options will be estimated by the Parties based upon backup cost estimate detail information that will be attached hereto as Attachment E. The associated cost estimates and cost backup provided in Attachments D and E are estimates only and do not represent any mutually agreed-upon cap or not-to-exceed amount for design and construction of the relocated utilities.

The timelines (Utilities Plans Schedules) associated with the various options will be estimated and agreed to by the Parties and set forth in the Utilities Relocation Timeline (Attachment A). The durations on the schedule represent mutually agreed upon durations for each specified activity needed to complete design, permitting and construction of the relocated utilities and the Parties agree to use their best reasonable efforts to meet such time frames.

C. Selection of Utilities Relocation Plans

IRIS shall select among the Options, or at IRIS's option shall meet with SCL to develop additional options and associated cost estimates and timelines.

D. Adherence to Schedules

IRIS recognizes SCL requires advance notice of outages for construction. IRIS will timely request construction outages in accordance with the Utilities Relocation Timeline. SCL will use commercially reasonable efforts to schedule construction outages in accordance with the Utilities Relocation Timeline.

IRIS further recognizes that the 115kV Broad-Canal transmission line is part of a regional interconnected transmission system. As such, SCL may be precluded from disconnecting or de-energizing the 115kV Board-Canal transmission line on any particular schedule, including a scheduled outage, if circumstances beyond SCL's control exist.

E. Surveys and Easements

If IRIS selects a Utilities Relocation Plan that includes routing power transmission and/or distribution lines on the Gates Foundation Campus Property, or that border the Gates Foundation Campus Property in a manner that requires use of a portion of the Gates Foundation Campus Property for the transmission and/or distribution lines, IRIS shall execute one or more Utility Relocation Easements which conform to SCL needs (the "Utilities Relocation Easements") as necessary for the relocated utilities.

IRIS shall survey all Electrical Utilities installed within existing and future property holdings of IRIS. The survey drawings shall provide a plan view, legal description, and center-line description of the Electrical Utilities. This will facilitate SCL in defining and securing the necessary Utility Relocation Easements for appropriate installation and operation of the Electrical Utilities.

SCL shall not be required to disconnect or de-energize any existing Electrical Utilities until IRIS has agreed to easement language that is reasonably satisfactory to SCL.

F. Permits, Approvals and Environmental Reviews

IRIS shall be responsible for obtaining any necessary Master Use Permits ("MUPs") and completing any necessary State Environmental Policy Act ("SEPA") environmental reviews for the relocated utilities.

G. Design, Permitting and Construction of Relocated Utilities by IRIS

1. Design

IRIS shall be responsible for, or may select a contractor to be responsible for, the timely design of some of the above- and below-ground civil construction work associated with the relocated Electric Utilities as described in the Utilities Relocation Plans, including duct bank work, vault installations, manholes, poles, conduits, etc. for the relocated power transmission and distribution lines and other relocated utilities routed therewith, subject to SCL's written approval, and with the same due diligence as if the designed facilities were to be owned by IRIS.

IRIS shall submit 50% designs and 90% designs for any such above- or below-ground civil construction work for SCL's review and approval. IRIS shall submit final designs for such above- and below-ground work for SCL's review and approval at least 30 days prior to construction. SCL shall timely review IRIS's designs, in accordance with the Utilities Plans Schedules, and such approval shall not be unreasonably withheld.

2. Permitting

IRIS shall obtain any other permits or approvals necessary for any above- or below-ground civil construction work that IRIS is responsible to complete pursuant to the Utility Relocation Plans. IRIS shall also be responsible for satisfying any conditions of those permits or approvals.

3. Construction

IRIS shall construct, or select a contractor to construct, the above- or below-ground civil construction work necessary for the relocated Electric Utilities that are the responsibility of IRIS pursuant to the Utility Relocation Plans, including construction of above- and below-ground power transmission and distribution lines and other utilities routed therewith, and associated duct bank work, vault installations, manholes, poles, conduits etc., consistent with the Utilities Relocation Plans and the Utilities Plans Schedules, in accordance with the SCL-approved design, all applicable statutory and regulatory requirements, standards and specifications, and with the same due diligence as if the constructed facilities were to be owned by IRIS. SCL shall remain responsible for all above- and below-ground line (conductor) work.

IRIS acknowledges SCL's standard practice of abandoning facilities in place. IRIS agrees to be responsible for removing such facilities, if necessary for any future construction project by IRIS.

SCL shall provide support to IRIS for constructing the above- and below-ground work, which may include, but is not limited to:

a. providing applicable design and construction standards and specifications to IRIS prior to commencement of design;
b. completing below-ground line work in accordance with the Utilities Relocation Schedules;
c. coordinating service connections for relocated utilities;
d. testing and inspecting the relocated utilities; and
e. attending coordination meetings as required to coordinate the utilities relocation.

4. On-Site Inspector

IRIS agrees and acknowledges that SCL shall have an On-Site Inspector, as needed, during the construction of the above- or below-ground civil construction work associated with the relocated Electric Utilities IRIS has agreed to perform. IRIS agrees and acknowledges the SCL's On-Site Inspector shall (a) have complete access to the above- and below-ground civil construction work associated with the relocated Electric Utilities; (b) be timely informed of all relevant construction timelines associated with such work; and (c) have the authority to reject any construction or materials deemed inconsistent with SCL standards and specifications and/or inadequate for SCL purposes by the On-Site Inspector.

5. Substantial Completion Inspection

IRIS shall invite SCL to inspect any above- or below-ground work completed on the Electric Utilities that is completed by IRIS, when it is substantially complete. SCL shall submit to a complete list of any concerns or deficiencies to IRIS within ten (10) Business Days of the date of the inspection.

6. Notification of Completion and Final Inspection

IRIS shall notify SCL upon its completion of construction of the above- and below-ground work consistent with the Utilities Relocation Plan and shall invite SCL to inspect the work upon completion. SCL shall submit a written response within ten (10) Business Days of the date of the Final Inspection. Both Parties agree to act as expeditiously as possible to assure a timely resolution of any deficiencies.

7. Ownership of Relocated Electric Facilities and Pass Through Obligations

a. IRIS acknowledges that the Electric Utilities will be the property of SCL and IRIS warrants good title to any Electric Utilities constructed by IRIS. Upon completion, IRIS shall convey all right, title and interest it may have in any Electric Utilities constructed by IRIS to SCL.

b. In addition, for any design, permitting or construction of the relocated Electric Utilities undertaken by IRIS, IRIS shall:

(i) Assign to SCL any and all warranties and enforcement rights as customarily required under SCL contracts for deficient design, construction, equipment, materials and/or other items in any and all contracts as may exist arising out of or associated with the design, permitting and construction of the relocated Electric Utilities;

(ii) In the event necessary under any of the contracts arising out of or associated with the design, permitting or construction of the relocated Electric Utilities, obtain the necessary permission from the other contracting party(ies) for the assignment of such enforcement contract rights to SCL;

(iii) At the reasonable request of SCL, execute and deliver such further instruments of transfer and assignment, and to take such other action as SCL may reasonably request, to more effectively consummate the assignments of the warranties and enforcement rights associated with the Electric Utilities; and

(iv) Procure payment and performance bonds, and insurance for the utility relocation projects in amounts, coverages and forms as customarily required by SCL.

I. Notification and Relocation of Other Parties

The Parties agree that the relocated utilities shall continue to accommodate existing SCL fiber optic installations and DoIT fiber optic installations.

The Parties further agree that, if practicable to do so, the relocated utilities may continue to accommodate the utility installations of any third parties who currently have their utility installations routed with the existing power transmission and distribution lines on the Gates Foundation Campus Property (such as Qwest).

SCL shall notify Qwest of the Utility Relocation Plans, in accordance with its "General Agreement for Joint Use of Poles - Washington." IRIS acknowledges, however, that SCL's Electric Utility relocations do not compel Qwest, or any other Joint Pole Owner to relocate their installations from existing poles. IRIS shall be

responsible for obtaining any necessary agreements to relocate any other Pole or Joint Pole owner's installations from existing poles, including the removal of the existing poles. To the extent that the relocated Electric Utilities can continue to share similar paths with any existing Qwest, or other Pole Owner installations, SCL agrees to work together with Qwest, or any other affected Joint Pole Owner, to determine the appropriate costs, or cost sharing, whatever the case may be, for such path sharing.

SCL shall also provide written notice to all other parties that have "Master Pole Attachment Agreements" for utilities routed with the existing power transmission and distribution lines on the Gates Foundation Campus Property, of the planned utility relocations in accordance with its "Master Pole Attachment Agreements." IRIS shall be responsible for notifying all other third parties of the Utility Relocation Plans and for obtaining any necessary approval of such third parties to the removal of the Existing Utilities before they are removed. IRIS will work with these other parties to determine whether they wish their utilities to continue to be routed with the Electric Utilities.

SECTION IV. STAFFING AND STAFF FUNDING

A. Staffing Costs and Fees

IRIS shall reimburse SCL for its customary costs and fees, as prescribed in the City's fee ordinances.

IRIS recognizes that SCL's responsibilities under this Agreement for relocating power transmission and distribution lines on the Gates Foundation Campus Property may require extra effort on the part of SCL and the assignment of dedicated and/or additional staff to the Project. In the event that SCL determines that it is not likely to achieve the utility relocation timelines and specific schedules set forth in this Utilities Relocation Agreement without the assignment of dedicated and/or additional staff, SCL shall notify IRIS and the Parties shall meet to discuss available staffing options for achieving the utility relocation timelines and specific schedules set forth in the Utilities Relocation Agreement. If IRIS agrees that the assignment of dedicated and/or additional staff is necessary to achieve the utility relocation timelines and specific schedules set forth in the Utilities Relocation Agreement (which agreement shall not be unreasonably withheld), IRIS shall pay the agreed-upon fees to cover the costs of any dedicated and/or additional staffing through a separate agreement. SCL will make efforts to minimize the costs of additional staffing, consistent with achieving the utility relocation timelines and specific schedules set forth in this Utilities Relocation Agreement.

B. Staffing

SCL will endeavor to assign experienced engineers to handle the design and construction of the relocated utilities. A Senior Engineer will be responsible for coordinating and facilitating engineering and design of the relocated utilities.

C. Billing

Costs and fees applicable to this Utilities Relocation Agreement will be collected under SCL standard practices. The City will provide accounting data in support of any amounts billed at the completion of the project.

SECTION V. COSTS

IRIS shall be responsible for all costs associated with the utilities relocation it is responsible for completing pursuant to the Plan for IRIS and City Project Coordination (Exhibit C), including: (1) Relocated power transmission lines; (2) Relocated power distribution lines; and (3) Customary SCL staff costs.

SECTION VI. MISCELLANEOUS

This Utilities Relocation Agreement expires when construction pursuant to the Utilities Relocation Plans has been completed and the Electric Utilities have been relocated to IRIS's and SCL's satisfaction. The Parties can modify or amend this Utilities Relocation Agreement only in writing that is signed by an authorized representative for each Party.

ATTACHMENT A TO EXHIBIT E

Utilities Relocation Timeline

(to be developed and attached)

ATTACHMENT B TO EXHIBIT E

Designated Representatives for Utilities Relocation

Designated Representative for Utilities Relocation for IRIS:

Mr. Bart Heath
Seneca Group, Inc.
1201 3rd Avenue, Suite 2350
Seattle, WA 98101-3014

Phone: (206) 808-7879
Fax: (206) 628-7105
E-mail: barth@senecagroup.com

Designated Representative for Utilities Relocation for IRIS:

Mr. Michael Clark
Senior Capital Projects Coordinator
Seattle City Light
700 Fifth Avenue, Suite 3300
Seattle, WA 98104-5031

Phone: (206) 233-3776
Fax: (206) 684-3446
E-mail: michael.clark@seattle.gov

ATTACHMENT C TO EXHIBIT E

Existing Electric Utilities to be Relocated

(to be developed and attached)

ATTACHMENT D TO EXHIBIT E

Options and Associated Cost Estimates

(to be developed and attached)

ATTACHMENT E TO EXHIBIT E

Back-Up Cost Estimate Detail Information

(to be developed and attached)

STATE OF WASHINGTON – KING COUNTY

--ss.

261959 No. TITLE ONLY

CITY OF SEATTLE,CLERKS OFFICE

Affidavit of Publication

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

CT:123415-419,421-424

was published on

10/20/10

The amount of the fee charged for the foregoing publication is the sum of $ 136.50, which amount has been paid in full.

JENNIFER A. PATZER
COMMISSION EXPIRES
NOTARY
PUBLIC
OCT 24, 2011
STATE OF WASHINGTON

Subscribed and sworn to before me on

10/20/10

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following legislation, passed by the City Council on October 4, 2010, and published here by title only, will be mailed upon request, or can be accessed at http://clerk.seattle.gov. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 123415

AN ORDINANCE relating to a grant from the Washington State Department of Commerce allocated through the American Recovery and Reinvestment Act of 2009; accepting the grant funds, authorizing the City of Seattle's Office of Economic Development to execute related agreements, appropriating and authorizing the disbursement of grant funds to provide credit enhancement support, increasing appropriations in the 2010 Adopted Budget for the Office of Economic Development and Office of Sustainability and Environment, and ratifying and confirming prior acts.

ORDINANCE NO. 123416

AN ORDINANCE relating to City streets, renaming the segment of Airport Way South between 4th Avenue South and South Charles Street from Airport Way South to Seattle Boulevard South.

ORDINANCE NO. 123417

AN ORDINANCE relating to the Bridge Rehabilitation and Replacement project; and authorizing the Director of the Department of Transportation to acquire, accept, and record, on behalf of the City of Seattle, a permanent Maintenance Easement from SPO, LLC, a Washington limited liability company (SPO), for the purpose of inspecting, maintaining, cleaning, repairing, and replacing a wall supporting the north approach of the Airport Way South Viaduct (Viaduct) in connection with the Airport Way South Viaduct Over Argo Railroad Yard project.

ORDINANCE NO. 123418

AN ORDINANCE relating to the Mercer Corridor West Project; authorizing the execution of an agreement between The City of Seattle and IRIS Holdings, LLC, relating to the extension of Sixth Avenue North between Mercer and Harrison streets.

ORDINANCE NO. 123419

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 123421

AN ORDINANCE relating to the sale of City real property for mixed-use development; authorizing the sale of the site located at 12th Avenue and East Jefferson Street to Capitol Hill Housing Improvement Program or its designee; authorizing the Director of the Office of Housing to execute, deliver, and administer the contract for sale of land, deed and related documents; authorizing other actions related to the use and disposition of the property; and ratifying and confirming prior acts.

ORDINANCE NO. 123422

AN ORDINANCE relating to Seattle Public Utilities; authorizing the transfer to King County of certain real property rights and sewer facilities under the jurisdiction of Seattle Public Utilities by quit claim and bill of sale, in partial satisfaction of City of Seattle obligations under the "Agreement for Sewage Disposal" dated January 26, 1961, between the City of Seattle and the Municipality of Metropolitan Seattle, as amended, and authorizing execution of deeds and other documents necessary to accomplish said transfer.

ORDINANCE NO. 123423

AN ORDINANCE relating to the "Agreement for Sewage Disposal" between the City of Seattle and the Municipality of Metropolitan Seattle dated January 26, 1961 and amended by "Supplemental Agreement No. 2" executed February 15, 1962; authorizing the Superintendent of Parks and Recreation to convey easements to King County over and through various park lands in partial satisfaction of City of Seattle obligations under the "Agreement for Sewage Disposal".

ORDINANCE NO. 123424

AN ORDINANCE relating to environmental review of the Alaskan Way Viaduct Replacement Project, and ratifying and confirming certain prior acts.

Publication ordered by the City Clerk

Date of publication in the Seattle Daily Journal of Commerce, October 20, 2010.

10/20(261959)