

Ordinance No. 124138

Council Bill No. 117731

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the Mayor to enter into a Memorandum of Agreement between the Washington State Department of Transportation, the University of Washington and the City of Seattle regarding Section 6(f) of the Land and Water Conservation Fund Act for the SR 520, I-5 to Medina Project.

Related Legislation File:

Date Introduced and Referred: <u>3.4.13</u>	To: (committee): <u>Full Council</u>
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: <u>3/11/13</u>	Date Presented to Mayor: <u>3/12/13</u>
Date Signed by Mayor: <u>3.15.13</u>	Date Returned to City Clerk: <u>3.19.13</u>
Published by Title Only <u>X</u>	Date Vetoed by Mayor:
Published in Full Text	
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: Richard Conlin

## Committee Action:

Date	Recommendation	Vote

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

## Full Council Action:

Date	Decision	Vote
<u>March 11, 2013</u>	<u>Passed</u>	<u>6-0 (excused: Burgess, Conlin, Licata)</u>

Land Department

**CITY OF SEATTLE**

**ORDINANCE** 124138

**COUNCIL BILL** 117731

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the Mayor to enter into a Memorandum of Agreement between the Washington State Department of Transportation, the University of Washington and the City of Seattle regarding Section 6(f) of the Land and Water Conservation Fund Act for the SR 520, I-5 to Medina Project.

WHEREAS, the University of Washington ("UW") and the City of Seattle ("City") each own portions of the Arboretum Waterfront Trail and the Ship Canal Waterside Trail, which were developed with grant funding that makes these Trails, along with portions of the associated parks, subject to the requirements of Section 6(f) of the Federal Land and Water Conservation Fund Act ("LWCF"); and

WHEREAS, the Washington State Department of Transportation ("WSDOT") must purchase portions of the above-referenced real property ("Converted Property") for its SR 520, I-5 to Medina Project ("Project"); and

WHEREAS, WSDOT's purchase and subsequent development of the referenced real property for the Project will convert it from open space, park, and recreation use to transportation use; and

WHEREAS, Section 6(f) of the LWCF requires that lands developed with LWCF grant funds and converted from their approved use be replaced by lands of equal value and utility and which are available for the same recreational uses; and

WHEREAS, the City, UW, and WSDOT have collectively identified the real property located at 1117 NE Boat Street (the "Bryant Building Site") as meeting the criteria required by the LWCF to function as Section 6(f) replacement property ("Replacement Property"), and

WHEREAS, the City, UW and WSDOT have developed a Memorandum of Agreement which designates the Bryant Building Site as the Section 6(f) Replacement Property and identifies the roles of the parties regarding compliance with Section 6(f) of the LWCF; and

WHEREAS, the Converted Property and the Replacement Property have been appraised and determined to be of equivalent value and function; NOW, THEREFORE,

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



1 Section 1. The Mayor, or his designee, is authorized to enter into the Memorandum of  
2 Agreement between the Washington State Department of Transportation, the University of  
3 Washington and the City of Seattle which is attached to this ordinance as Attachment 1.

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

7 Passed by the City Council the 11<sup>th</sup> day of March, 2013, and  
8 signed by me in open session in authentication of its passage this  
9 11<sup>th</sup> day of March, 2013.

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12 President \_\_\_\_\_ of the City Council

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14 Approved by me this 15<sup>th</sup> day of March, 2013.

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17 Michael McGinn, Mayor

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19 Filed by me this 19<sup>th</sup> day of March, 2013.

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22 Monica Martinez Simmons, City Clerk

23 (Seal)

24 Attachment 1: Memorandum of Agreement Between Washington State Department of  
25 Transportation, University of Washington and City of Seattle Regarding Section 6(f) of the Land  
26 and Water Conservation Fund Act for the SR 520, I-5 to Medina Project



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

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

**1.0 RECITALS**

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



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

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

## 2.0 PURPOSE

The purpose of this MOA is to document the PARTIES' commitment to move forward with the conversion of the Section 6(f) properties at the Trails so that WSDOT may proceed with construction of the SR 520 Project as planned. To that end, the PARTIES agree to designate the Bryant Site as the



Section 6(f) Replacement Property, and agree to comply with the process described in this MOA to complete the property transactions necessary to accomplish their mutual objectives associated with Section 6(f) compliance. Those transactions include: (1) the conveyance of fee title and the granting of temporary construction easements in the Section 6(f) Converted Property to WSDOT by the UW and the CITY; (2) the execution of quitclaim deeds in favor of WSDOT by UW and the CITY, as applicable, extinguishing any reversionary rights in the Section 6(f) Converted Property (not including the Remnant Properties); and (3) UW's conveyance of fee title to the Bryant Site to the CITY.

### 3.0 AGREEMENT

#### 3.1 DEFINITIONS

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

3.1.1 **"Bryant Site"** means the real property legally described and depicted in Exhibit B to this MOA. Subject to the terms of this MOA, the Bryant Site is the Section 6(f) Replacement Property. The Bryant Site encompasses approximately 3.59 acres of a 7.97-acre parcel (parcel number 1142004555). It is adjacent to Sakuma Viewpoint Park and a small marina owned by UW, all as depicted and described in Exhibit B. UW will subdivide parcel number 1142004555 prior to the date set for closing of the conveyance of the Bryant Site to the CITY in order to create a separate parcel consisting only of the Bryant Site.

3.1.2 **"Bryant Project"** means all elements necessary to develop the Section 6(f) Replacement Property to give it usefulness as a recreational facility reasonably equivalent to the Section 6(f) Converted Property. The Bryant Project includes actions immediately adjacent to the Bryant Site that are reasonably necessary to develop the elements on the Bryant Site; for example, the Bryant Project includes demolition of the entire Bryant Building structure, part of which extends outside the Bryant Site boundary. The conceptual design of the Bryant Project agreed upon by the PARTIES is presented in WSDOT's Environmental Evaluation of Section 6(f) Replacement Sites, dated November 2010. The elements of the Bryant Project are not intended to create usefulness as a recreational facility greater than that of the Section 6(f) Converted Property. Nothing in this MOA precludes the UW or CITY from further developing the Bryant Site beyond the scope of the Bryant Project, at their own costs.

3.1.3 **"Bryant Project Development Agreement"** means the agreement designated by WSDOT as GCB 1279 that describes the process for the scoping and decision-making and stipulates funding and other aspects with respect to the redevelopment of the Bryant Site for park purposes.



GCB 1294

- 3.1.4 **"Section 6(f) Converted Property"** means the approximately 4.68 total acres of property subject to Section 6(f) identified in Table 1 and depicted in Exhibit A to this MOA. The information in Table 1 reflects best available information at the time of this Agreement's execution, and will be confirmed in the Interagency Agreement defined in Section 3.1.5 herein.
- 3.1.5 **"Interagency Agreement For Real Estate Transactions" or "Interagency Agreement"** means the agreement pursuant to which WSDOT shall acquire rights in the Section 6(f) Converted Property, and which is designated by WSDOT as GCB 1291.
- 3.1.6 **"Agreement for UW Overall Property Needs and Mitigation"** means the agreement pursuant to which WSDOT will pay to the UW a settlement amount for designation of Section 6(f) Replacement Property, relocation assistance, acquisition of UW-owned property impacted by the SR 520 Project, and for other settlement purposes in connection with the SR 520 Project, designated by WSDOT as GCB 1343.
- 3.1.7 **"Remedial Action"** means any action taken consistent with the purposes of the Model Toxics Control Act (MTCA) to identify, eliminate, or minimize any threat to human health or the environment posed by any past release of hazardous substances that occurred prior to the effective date of this MOA. Remedial Action includes any investigation, monitoring, prevention of migration, risk assessment, remediation, removal, response, and related reporting with respect to the detected concentration of any hazardous substance above applicable cleanup levels in soil, sediments, or groundwater, resulting from a past release that is present on or migrating from the Bryant Site. Remedial Action also includes abatement of asbestos and/or lead-based paint in the Bryant Building structure or structure(s) on an Alternate Site as defined in Section 3.3.6 herein. Remedial Action is separate from actions taken to develop the Bryant Project. Where an action serves both Bryant Project and Remedial Action purposes, only the portion greater than or beyond that serving the Bryant Project purpose shall be considered Remedial Action.
- 3.1.8 **"Remedial Action Costs"** means any and all expenditures made and costs incurred in the performance of Remedial Action. Remedial Action Costs shall also include any agency oversight costs, permit application fees, and similar charges imposed by any federal, state, regional, or local government agency or entity with respect to Remedial Action, including any charges by the Washington Department of Ecology for participation in the Voluntary Cleanup Program and for consideration of any request for a "No Further Action" (NFA) letter or its equivalent.

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



- 3.2.1 Process for Conveyance of Section 6(f) Converted Property. The Interagency Agreement will provide for the conveyance of the Section 6(f) Converted Property to WSDOT and the granting of Temporary Construction Easements to allow for the construction of the SR 520 Project as planned.
- 3.2.2 Remnant Properties. After completion of the SR 520 Project, WSDOT will restore the Section 6(f) Converted Properties in which Temporary Construction Easements were granted, hereinafter referred to as "Remnant Properties," to a condition the same as, or better than they were in prior to the SR 520 Project, and suitable for recreational use, subject to the CITY's right to inspect and approve of the restoration. Further, WSDOT will ensure no residual impacts remain on the Remnant Properties once the temporary use is concluded, in accordance with the standards contained in Section 6(f).
- 3.3 SECTION 6(f) REPLACEMENT PROPERTY –DESIGNATION, TRANSFER, AND ALTERNATIVE

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

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

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



- 3.3.3 Upon receipt of the settlement under the Agreement for UW Overall Property Needs and Mitigation, the UW will deposit \$2,389,500 (the "UW Escrow Funds") into an escrow account with an escrow company reasonably acceptable to the CITY and UW. The UW Escrow Funds shall be used as described in Section 3.4.2 herein.
- 3.3.4 Transfer of Bryant Site. UW will transfer to the CITY fee title to the Bryant Site as stipulated in Section 3.5.3 herein.
- 3.3.5 Bryant Project to be Vigorously Pursued. It is the intention of the PARTIES that the Bryant Project will be vigorously pursued by the CITY as provided herein, through all stages including permitting, environmental review, demolition, site cleanup and associated environmental remediation, mitigation, construction, and any appeals.
- 3.3.6 Alternative to Bryant Site for Seattle Landmarks Process Reasons. Should the Bryant Site become unavailable or unsuitable to be developed as the Section 6(f) Replacement Property after the conversion is approved by NPS for reasons arising from the Seattle Landmarks Process, Ch. 25.12.350 Seattle Municipal Code, the CITY as Section 6(f) sponsor shall identify other replacement property, hereinafter referred to as the "Alternate Site," of reasonably equivalent usefulness and location and of at least equal fair market value as the Section 6(f) Converted Property, as set forth in 36 CFR 59.3(a), subject to approval by RCO and NPS. The Alternate Site shall be acquired by the CITY, with no additional funding from WSDOT or UW other than the site development funding by WSDOT described in Section 3.4.1. If the CITY desires to sell the Bryant Site, UW will have the right of the first offer to purchase at the then current fair market value of the Bryant Site.
- 3.3.7 Alternative to Bryant Site for Reasons Other Than Seattle Landmarks Process. Should the Bryant Site become unavailable or unsuitable to be developed as the Section 6(f) Replacement Property after the conversion is approved by NPS for reasons other than the Seattle Landmarks Process, UW and the CITY agree to jointly comply with the requirements of Section 6(f) with regard to replacement of the Converted Property, with no additional funding from WSDOT other than the site development funding described in Section 3.4.1. The costs for the acquisition and/or designation of the Alternate Site as Section 6(f) Replacement Property shall be shared by the CITY and UW as follows: (1) the then-current fair market value of the Bryant Site will be established by an agreed-upon appraiser, hereinafter referred to as "FMV of the Bryant Site"; (2) the CITY shall sell the Bryant Site for FMV and use the sales proceeds to pay for acquisition and/or designation of the Alternate Site; (3) if the cost of acquisition and/or designation of the Alternate Site exceeds the sales proceeds of the Bryant Site, the CITY and UW will share equally the excess acquisition and/or designation costs; and



(4) if the cost of acquisition and/or designation of the Alternate Site is less than the FMV of the Bryant Site, the CITY shall pay to UW one-half of the difference. If the CITY desires to sell the Bryant Site, UW will have the right of first offer to purchase at the then-current fair market value of the Bryant Site.

### 3.4 BRYANT PROJECT AND REMEDIAL ACTION COSTS

3.4.1 Bryant Project Cost. WSDOT agrees to compensate the CITY for its costs to perform the Bryant Project (or to develop the Alternate Site, if necessary, as described in Sections 3.3.6 and 3.3.7 herein) under the terms and conditions of a Bryant Project Development Agreement to be negotiated among the PARTIES and in accordance with an agreed project budget between \$3 Million and \$8 Million. The Bryant Project Development Agreement shall address, among other things, (a) the process for the scoping and decision-making with respect to the development of the Bryant Site (or Alternate Site), and (b) the compensation to be paid by WSDOT to the CITY for the development of the Bryant Site (or Alternate Site) for park purposes, all consistent with the provisions of Section 6(f) of the LWCFA. Remedial Action as defined herein shall be considered a separate action from the Bryant Project with a different payment approach; the approach for funding Remedial Action is described in Section 3.4.2 herein. The PARTIES agree that WSDOT compensation for Bryant Project costs (which costs may instead be incurred in the development of the Alternate Site) will include, but not be limited to, compensation for compliance with all applicable local, state, and federal laws including the Seattle Landmarks process and commitments made to comply with the National Historic Preservation Act, but only to the extent such compliance pertains to activities or conditions on the Bryant Site (or Alternate Site), project scoping, cost estimation, designs, environmental review and permitting, public outreach, demolition, construction and any appeals.

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

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



GCB 1294

Remedial Action Costs are less than estimated, the CITY shall refund to UW the difference.

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

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

### 3.5 RELATION TO OTHER AGREEMENTS

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

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

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

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

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



GCB 1294

- The Bryant Park Operations and Maintenance Agreement by which UW and the CITY will agree to provisions for the use and operation and maintenance by the CITY of the new park.

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

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

- Severability. Should any part of this Agreement be found void or unenforceable, the balance of this Agreement shall remain in full force and effect, so long as the purpose of the Agreement can still be substantially accomplished.
- Non-Waiver. Any failure by any PARTY to enforce strict performance of any provision of the Agreement will not constitute a waiver of that PARTY's right to subsequently enforce such provision or any other provision of the Agreement.
- Governing Law and Venue. This Agreement will be governed by the laws of Washington. Any judicial action to resolve disputes arising out of or related to this Agreement shall be brought in King County Superior Court.
- Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, no PARTY will be deemed liable or to be in default for any delay or failure in performance under this Agreement which delay or failure results from acts of God, acts of civil and military authority, acts of public enemy, war, or any like cause beyond such PARTY'S reasonable control.
- Termination. A PARTY may terminate this Agreement only after going through the Dispute Resolution process outlined under the Disputes section of this Agreement. If a PARTY fails to perform a material obligation of this Agreement or fails to perform any of the requirements of this Agreement, any other PARTY may serve written notice of the default and provide an opportunity to remedy the default within 15 calendar days of receipt of such notice. If the default is not cured within the designated time period, the PARTIES will follow the Dispute Resolution process. This Agreement may only be terminated as a last resort and upon the agreement of all PARTIES hereto.



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

### 3.6 GENERAL CONDITIONS

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

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

For the CITY:  
Mayor Michael McGinn  
Office of the Mayor



600 Fourth Avenue, 7<sup>th</sup> Floor  
P.O. Box 94749  
Seattle, WA 98124-4749

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

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



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

WSDOT

By \_\_\_\_\_ Date: \_\_\_\_\_

Julie Meredith, P.E.  
SR 520 Program Director

Approved as to Form By \_\_\_\_\_ Date: \_\_\_\_\_

Deborah L. Cade,  
Assistant Attorney General

UNIVERSITY OF WASHINGTON

By \_\_\_\_\_ Date: \_\_\_\_\_

Jeanette Henderson  
Director of Real Estate

Approved as to Form By \_\_\_\_\_ Date: \_\_\_\_\_

Terese (T.C.) Richmond,  
Special Assistant Attorney General

CITY OF SEATTLE

By \_\_\_\_\_ Date: \_\_\_\_\_

Michael McGinn  
Mayor



Terry Dunning  
DPR 3-party SR 520 MOA ORD ATT 1  
February 19, 2012  
Version #3

**GCB 1294**

List of Tables and Exhibits

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



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

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

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

*Note 2: Quantities herein are approximate.*





MONUMENT LEGEND		PROJECT DATUM	
MONUMENT	DESCRIPTION OF MARK	NORTHING	EASTING
4020	USACE CONCRETE MONUMENT & BRASS DISC	567473.741	1606855.947
SY4180	NGS STA. MONUMENT 7776 - DESIGNATION HUSK	567546.245	1606895.636
144	MONUMENT AT HAMLIN & ALLEY	567020.282	1606513.279
145	MONUMENT AT SHELBY & ALLEY	567326.203	1606520.871

**SECTION 6(f)**

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

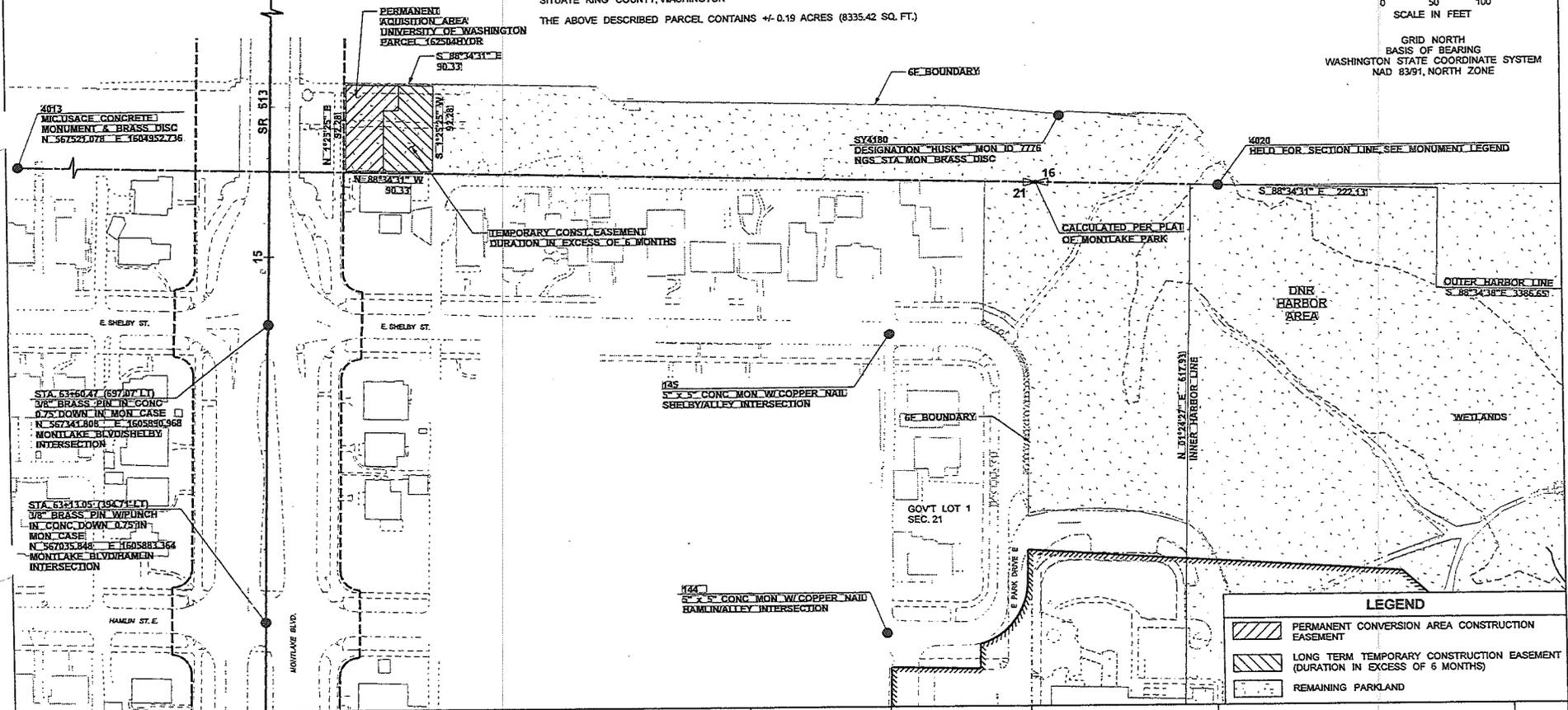
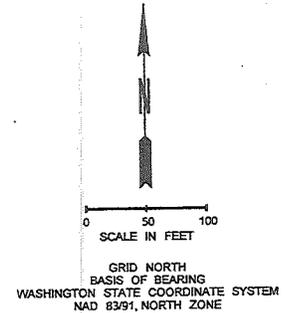
**NOTES:**  
 THE DISTANCES SHOWN ARE U.S. SURVEY FEET GROUND DISTANCES. TO OBTAIN THE WASHINGTON STATE PLANE GRID DISTANCE MULTIPLY GROUND DISTANCE BY THE COMBINED SCALE FACTOR OF 0.999974039. THE COORDINATES SHOWN ARE PROJECT COORDINATES. TO OBTAIN WASHINGTON STATE PLANE, NORTH ZONE, GRID COORDINATES SUBTRACT 328,083.33 AND THEN MULTIPLY BY 0.999974039.

**LEGAL DESCRIPTION OF CONVERSION AREA A:**  
 A PORTION OF FRACTIONAL SECTION 21, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT 3/8" BRASS PIN W/PUNCH IN CONC. IN MONUMENT CASE AT THE INTERSECTION OF MONTLAKE BLVD AND HAMLIN ST. E; THENCE N 1°25'25" E A DISTANCE OF 306.05 FEET TO 3/8" BRASS PIN IN CONC. IN MONUMENT CASE AT THE INTERSECTION OF MONTLAKE BLVD AND E SHELBY ST.; THENCE CONTINUING N 1°25'25" E A DISTANCE OF 155.88 FEET TO THE NORTH BOUNDARY OF THE PLAT OF MONTLAKE PARK, VOLUME 18 PAGE 20; THENCE N 88°34'31" W A DISTANCE OF 74.78 FEET TO EAST RIGHT OF WAY LINE OF MONTLAKE BLVD AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT OF WAY N 1°25'25" E A DISTANCE OF 92.28 FEET; THENCE S 88°34'31" E A DISTANCE OF 90.33 FEET; THENCE S 1°25'25" W A DISTANCE OF 92.28 FEET TO THE NORTH BOUNDARY OF SAID PLAT OF MONTLAKE PARK; THENCE ALONG SAID BOUNDARY N 88°34'31" W A DISTANCE OF 90.33 FEET AND THE POINT OF BEGINNING.

SITUATE KING COUNTY, WASHINGTON

THE ABOVE DESCRIBED PARCEL CONTAINS +/- 0.19 ACRES (8335.42 SQ. FT.)



LEGEND	
	PERMANENT CONVERSION AREA CONSTRUCTION EASEMENT
	LONG TERM TEMPORARY CONSTRUCTION EASEMENT (DURATION IN EXCESS OF 6 MONTHS)
	REMAINING PARKLAND

FILE NAME	S:\PW\105
TIME	3:52:23 PM
DATE	1/15/2013
PLOTTED BY	gurdig
DESIGNED BY	L. SULLIVAN
ENTERED BY	J. BEAN
CHECKED BY	G. GURULE
PROJ. ENGR.	D. YANKAUSKAS
REGIONAL ADM.	J. MEREDITH

**PRELIMINARY**  
 NOT FOR CONSTRUCTION

REVISION	DATE	BY

**DRAFT**



SR 520 1-5 TO MEDINA WEST APPROACH BRIDGE NORTH	PLAN REF. NO.
6F CONVERSION - AREA A	SHEET
	OF
	SHEETS

Terry Dunning  
 DPR 3-party SR 520 MOA ORD ATT 1 EXH A  
 February 19, 2012  
 Version #3



SECTION 6(f)

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

LEGAL DESCRIPTION FOR CONVERSION AREA B:  
 A PORTION OF FRACTIONAL SECTION 21, TOWNSHIP  
 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN,  
 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

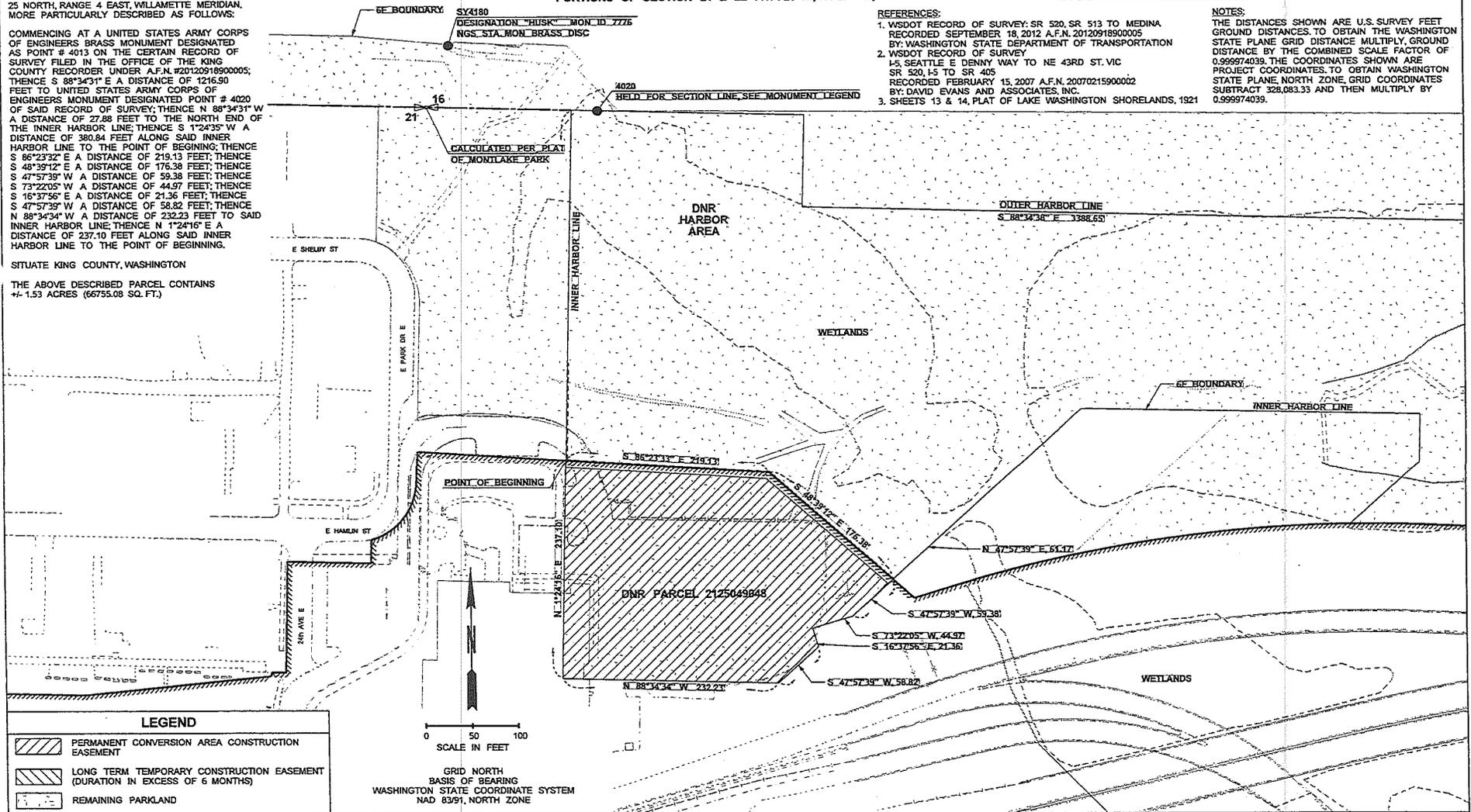
COMMENCING AT A UNITED STATES ARMY CORPS  
 OF ENGINEERS BRASS MONUMENT DESIGNATED  
 AS POINT # 4013 ON THE CERTAIN RECORD OF  
 SURVEY FILED IN THE OFFICE OF THE KING  
 COUNTY RECORDER UNDER A.F.N.#20120918900005;  
 THENCE S 88°34'31" E A DISTANCE OF 1216.90  
 FEET TO UNITED STATES ARMY CORPS OF  
 ENGINEERS MONUMENT DESIGNATED POINT # 4020  
 OF SAID RECORD OF SURVEY; THENCE N 88°34'31" W  
 A DISTANCE OF 27.88 FEET TO THE NORTH END OF  
 THE INNER HARBOR LINE; THENCE S 1°24'35" W A  
 DISTANCE OF 380.94 FEET ALONG SAID INNER  
 HARBOR LINE TO THE POINT OF BEGINNING; THENCE  
 S 86°23'32" E A DISTANCE OF 219.13 FEET; THENCE  
 S 48°39'12" E A DISTANCE OF 176.38 FEET; THENCE  
 S 47°57'39" W A DISTANCE OF 59.38 FEET; THENCE  
 S 73°22'05" W A DISTANCE OF 44.97 FEET; THENCE  
 S 16°37'56" E A DISTANCE OF 21.36 FEET; THENCE  
 S 47°57'39" W A DISTANCE OF 58.82 FEET; THENCE  
 N 88°34'34" W A DISTANCE OF 232.23 FEET TO SAID  
 INNER HARBOR LINE; THENCE N 7°24'16" E A  
 DISTANCE OF 237.10 FEET ALONG SAID INNER  
 HARBOR LINE TO THE POINT OF BEGINNING.

SITUATE KING COUNTY, WASHINGTON  
 THE ABOVE DESCRIBED PARCEL CONTAINS  
 +/- 1.53 ACRES (66755.08 SQ. FT.)

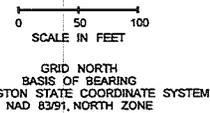
MONUMENT LEGEND		PROJECT DATUM	
MONUMENT DESCRIPTION OF MARK		NORTHING	EASTING
4020	USACE CONCRETE MONUMENT & BRASS DISC	567473.741	1606855.947
SY4180	INGS STA. MONUMENT 7776 - DESIGNATION HUSK	567546.345	1606695.636

- REFERENCES:
1. WSDOT RECORD OF SURVEY: SR 520, SR 513 TO MEDINA  
 RECORDED SEPTEMBER 18, 2012 A.F.N. 20120918900005  
 BY: WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
  2. WSDOT RECORD OF SURVEY  
 I-5 SEATTLE E DENNY WAY TO NE 43RD ST. VIC  
 SR 520, I-5 TO SR 405  
 RECORDED FEBRUARY 15, 2007 A.F.N. 20070215900002  
 BY: DAVID EVANS AND ASSOCIATES, INC.
  3. SHEETS 13 & 14, PLAT OF LAKE WASHINGTON SHORELANDS, 1921

NOTES:  
 THE DISTANCES SHOWN ARE U.S. SURVEY FEET  
 GROUND DISTANCES. TO OBTAIN THE WASHINGTON  
 STATE PLANE GRID DISTANCE MULTIPLY GROUND  
 DISTANCE BY THE COMBINED SCALE FACTOR OF  
 0.999974039. THE COORDINATES SHOWN ARE  
 PROJECT COORDINATES. TO OBTAIN WASHINGTON  
 STATE PLANE, NORTH ZONE, GRID COORDINATES  
 SUBTRACT 328,083.33 AND THEN MULTIPLY BY  
 0.999974039.



LEGEND	
	PERMANENT CONVERSION AREA CONSTRUCTION EASEMENT
	LONG TERM TEMPORARY CONSTRUCTION EASEMENT (DURATION IN EXCESS OF 6 MONTHS)
	REMAINING PARKLAND



FILE NAME: c:\aswork\pw_work\sr520\ulldm\dm9001dmf_Conversion_Area_B.dgn	REGION: 00	STATE: WASH	FED.AID PROJ.NO:	<b>DRAFT</b>	Washington State Department of Transportation	SR 520 I-5 TO MEDINA WEST APPROACH BRIDGE NORTH	6F CONVERSION - AREA B	PLAN REF.NO.
DATE: 02/29/12	DESIGNED BY: L. SULLIVAN	ENTERED BY: J. BEAN	CHECKED BY: G. GURULE					PROJECT ENGR: D. YANKAUSKAS

Terry Dunning  
 DPR 3-party SR 520 MOA ORD ATT 1 EXH A  
 February 19, 2012  
 Version #3



MONUMENT LEGEND		PROJECT DATUM	
MONUMENT DESCRIPTION OF MARK	NORTHING	EASTING	
4020 USACE CONCRETE MONUMENT & BRASS DISC	1567473.741	160695.947	
S14180 NGS STA. MONUMENT 7776 - DESIGNATION HUSK	1567346.345	160695.636	

**SECTION 6(f)**

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

**NOTES:**  
 THE DISTANCES SHOWN ARE U.S. SURVEY FEET GROUND DISTANCES. TO OBTAIN THE WASHINGTON STATE PLANE GRID DISTANCE MULTIPLY GROUND DISTANCE BY THE COMBINED SCALE FACTOR OF 0.999974039. THE COORDINATES SHOWN ARE PROJECT COORDINATES. TO OBTAIN WASHINGTON STATE PLANE, NORTH ZONE, GRID COORDINATES SUBTRACT 328,093.33 AND THEN MULTIPLY BY 0.999974039.

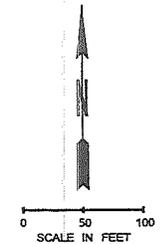
**LEGAL DESCRIPTION OF CONVERSION AREA C3 TEMPORARY CONSTRUCTION EASEMENT:**

A PORTION OF BLOCK 12, LAKE WASHINGTON SHORELANDS, AS PER SHEET SF-17-166 OF THE PLAT FILED IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS ON THE 19<sup>TH</sup> DAY OF AUGUST, 1921 LYING ADJACENT TO FRACTIONAL SECTION 21, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

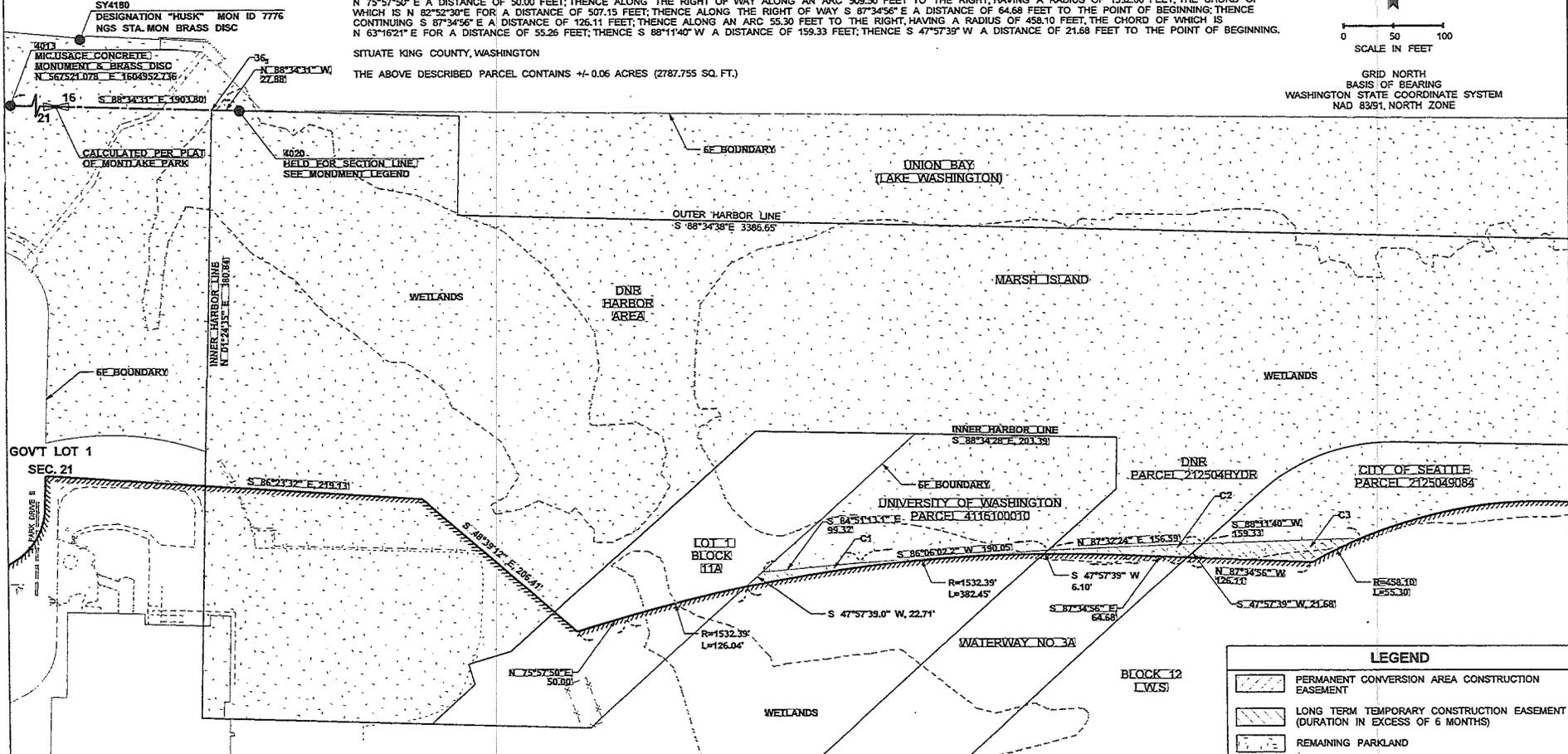
COMMENCING AT A UNITED STATES ARMY CORPS OF ENGINEERS BRASS MONUMENT DESIGNATED AS POINT # 4013 ON THAT CERTAIN RECORD OF SURVEY FILED IN THE OFFICE OF THE KING COUNTY RECORDER UNDER A.F.N. #20120918900005; THENCE S 88°34'31" E A DISTANCE OF 1903.80 FEET TO A UNITED STATES ARMY CORPS OF ENGINEERS MONUMENT DESIGNATED POINT # 4020 ON SAID RECORD OF SURVEY; THENCE N 88°34'31" W A DISTANCE OF 27.88 FEET TO PLAT CORNER NUMBERED 364081 ON THE INNER HARBOR LINE; THENCE ALONG SAID INNER HARBOR LINE S 1°24'35" W A DISTANCE OF 380.84 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SR 520; THENCE ALONG THE RIGHT OF WAY S 85°23'32" E A DISTANCE OF 219.13 FEET; THENCE CONTINUING ON SAID RIGHT OF WAY S 48°39'12" E A DISTANCE OF 206.41 FEET; THENCE ALONG THE RIGHT OF WAY N 75°57'50" E A DISTANCE OF 50.00 FEET; THENCE ALONG THE RIGHT OF WAY ALONG AN ARC 509.50 FEET TO THE RIGHT, HAVING A RADIUS OF 1532.00 FEET, THE CHORD OF WHICH IS N 82°52'30" E FOR A DISTANCE OF 507.15 FEET; THENCE ALONG THE RIGHT OF WAY S 87°34'56" E A DISTANCE OF 64.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 87°34'56" E A DISTANCE OF 126.11 FEET; THENCE ALONG AN ARC 55.30 FEET TO THE RIGHT, HAVING A RADIUS OF 458.10 FEET, THE CHORD OF WHICH IS N 63°16'21" E FOR A DISTANCE OF 55.26 FEET; THENCE S 88°11'40" W A DISTANCE OF 159.33 FEET; THENCE S 47°57'39" W A DISTANCE OF 21.68 FEET TO THE POINT OF BEGINNING.

SITUATE KING COUNTY, WASHINGTON

THE ABOVE DESCRIBED PARCEL CONTAINS +-0.06 ACRES (2787.755 SQ. FT.)



GRID NORTH  
 BASIS OF BEARING  
 WASHINGTON STATE COORDINATE SYSTEM  
 NAD 83/81, NORTH ZONE



LEGEND	
	PERMANENT CONVERSION AREA CONSTRUCTION EASEMENT
	LONG TERM TEMPORARY CONSTRUCTION EASEMENT (DURATION IN EXCESS OF 6 MONTHS)
	REMAINING PARKLAND

FILE NAME	S(PW)E(C)E
TIME	03:02:11 PM
DATE	02/15/2013
PROJECTED BY	SDH/MS
DESIGNED BY	L SULLIVAN
ENTERED BY	J. BEAN
CHECKED BY	C. GURULE
PROJECT ENG'G	O. YANKAUSKAS
REGIONAL ADMM	J. MEREDITH

**PRELIMINARY**  
 NOT FOR CONSTRUCTION

REGION NO.	SECT.	FED. AID PROJ. NO.
10	WASR	
CONTRACT NO.	LOCATION NO.	
REVISION	DATE	BY

**DRAFT**



SR 520  
 I-5 TO MEDINA  
 WEST APPROACH BRIDGE NORTH  
 6F CONVERSION - AREA C

Terry Dunning  
 DPR 3-party SR 520 MOA ORD ATT 1 EXH A  
 February 19, 2012  
 Version #3



**SECTION 6(f)**

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

LEGAL DESCRIPTION FOR CONVERSION AREA D1 TEMPORARY CONSTRUCTION EASEMENT:  
 A PORTION OF FRACTIONAL SECTION 21, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NATIONAL GEODETIC SURVEY STATION "HUSK"; THENCE S 87°43'53"E A DISTANCE OF 2712.25 FEET TO NATIONAL GEODETIC SURVEY STATION "FOSTER MAG STA 1940 RM1"; THENCE S 46°09'10" E A DISTANCE OF 170.24 FEET TO NATIONAL GEODETIC SURVEY STATION "FOSTER MAGNET"; THENCE S 42°11'19" E A DISTANCE OF 634.15 FEET TO THE POINT OF BEGINNING; THENCE N 84°57'53" W A DISTANCE OF 44.87 FEET; THENCE N 81°22'51" W A DISTANCE OF 606.36 FEET; THENCE N 82°57'48" W A DISTANCE OF 285.01 FEET; THENCE N 83°48'22" W A DISTANCE OF 250.01 FEET; THENCE N 85°16'22" W A DISTANCE OF 180.10 FEET; THENCE N 87°04'45" W A DISTANCE OF 67.47 FEET, WHICH POINT BEARS S 74°36'16" W A DISTANCE OF 1096.92 FEET FROM NATIONAL GEODETIC SURVEY STATION "FOSTER MAG STA 1940 RM1"; THENCE S 15°08'08" W A DISTANCE OF 11.06 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SR 520; THENCE ALONG THE RIGHT OF WAY N 77°39'26" W A DISTANCE OF 66.02 FEET, WHICH POINT BEARS S 54°33'44" W A DISTANCE OF 823.86 FEET FROM NATIONAL GEODETIC SURVEY STATION "FOSTER MAG STA 1940 RM1"; THENCE S 87°04'45" E A DISTANCE OF 67.47 FEET TO THE POINT OF BEGINNING.

SITUATE KING COUNTY, WASHINGTON

THE ABOVE DESCRIBED PARCEL CONTAINS ±0.01 acres (364.64 SQ. FT.)

LEGAL DESCRIPTION FOR CONVERSION AREA D2 TEMPORARY CONSTRUCTION EASEMENT:  
 A PORTION OF FRACTIONAL SECTION 21, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

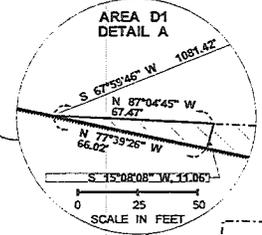
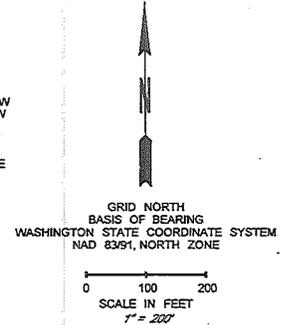
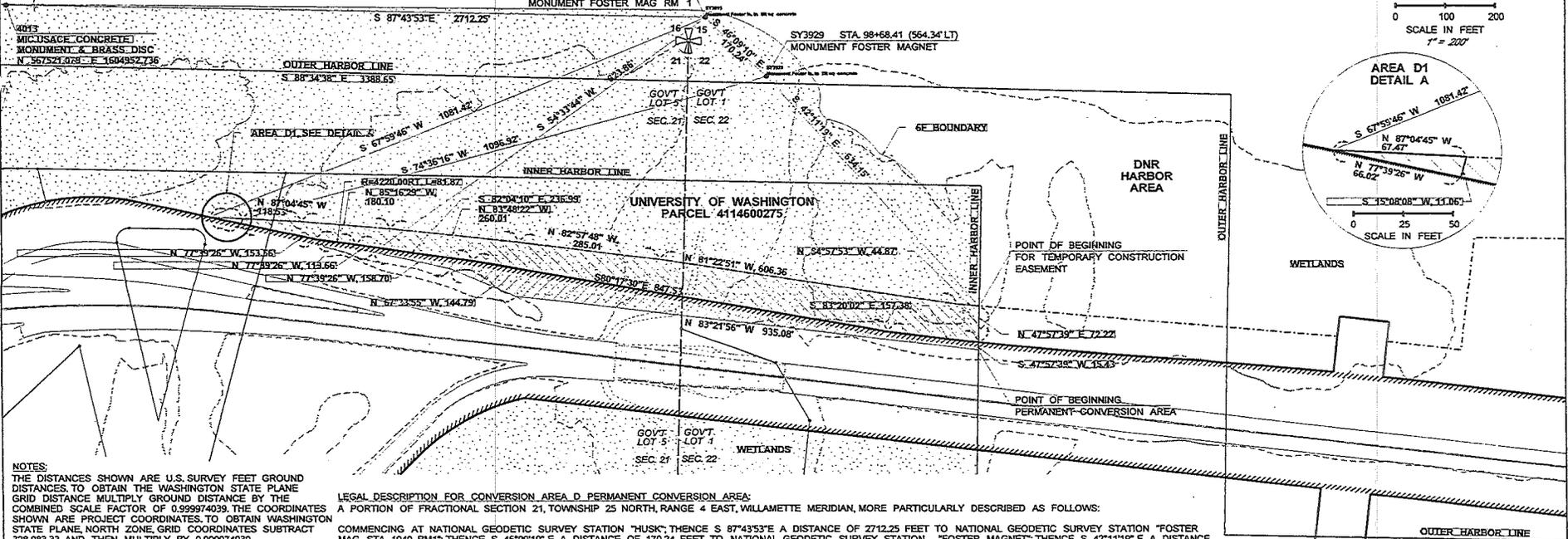
COMMENCING AT NATIONAL GEODETIC SURVEY STATION "HUSK"; THENCE S 87°43'53"E A DISTANCE OF 2712.25 FEET TO NATIONAL GEODETIC SURVEY STATION "FOSTER MAG STA 1940 RM1"; THENCE S 46°09'10" E A DISTANCE OF 170.24 FEET TO NATIONAL GEODETIC SURVEY STATION "FOSTER MAGNET"; THENCE S 42°11'19" E A DISTANCE OF 634.15 FEET TO THE POINT OF BEGINNING; THENCE N 84°57'53" W A DISTANCE OF 44.87 FEET; THENCE N 81°22'51" W A DISTANCE OF 606.36 FEET; THENCE N 82°57'48" W A DISTANCE OF 285.01 FEET; THENCE N 83°48'22" W A DISTANCE OF 250.01 FEET; THENCE N 85°16'22" W A DISTANCE OF 180.10 FEET; THENCE N 87°04'45" W A DISTANCE OF 67.47 FEET, WHICH POINT BEARS S 74°36'16" W A DISTANCE OF 1096.92 FEET FROM NATIONAL GEODETIC SURVEY STATION "FOSTER MAG STA 1940 RM1"; THENCE S 15°08'08" W A DISTANCE OF 11.06 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SR 520; THENCE ALONG THE RIGHT OF WAY S 77°39'26" E A DISTANCE OF 219.59 FEET; THENCE ALONG AN ARC 81.87 FEET TO THE RIGHT, HAVING A RADIUS OF 4220.00 FEET, THE CHORD OF WHICH IS S 82°37'30" E FOR A DISTANCE OF 81.87 FEET; THENCE S 82°04'10" E A DISTANCE OF 236.99 FEET; THENCE S 80°17'30" E A DISTANCE OF 847.53 FEET; THENCE S 83°20'02" E A DISTANCE OF 157.38 FEET; THENCE S 83°47'33" E A DISTANCE OF 27.42 FEET; THENCE N 1°08'08" E A DISTANCE OF 72.22 FEET TO THE POINT OF BEGINNING.

SITUATE KING COUNTY, WASHINGTON

THE ABOVE DESCRIBED PARCEL CONTAINS ±1.95 acres (85093.95 SQ. FT.)

SY3915 STA. 97+33.38 (668.08' LT)  
 MONUMENT FOSTER MAG RM 1

SY3929 STA. 98+68.41 (564.34' LT)  
 MONUMENT FOSTER MAGNET



NOTES:  
 THE DISTANCES SHOWN ARE U.S. SURVEY FEET GROUND DISTANCES TO OBTAIN THE WASHINGTON STATE PLANE GRID DISTANCE MULTIPLY GROUND DISTANCE BY THE COMBINED SCALE FACTOR OF 0.999974039. THE COORDINATES SHOWN ARE PROJECT COORDINATES TO OBTAIN WASHINGTON STATE PLANE, NORTH ZONE, GRID COORDINATES SUBTRACT 328,083.33 AND THEN MULTIPLY BY 0.999974039.

LEGAL DESCRIPTION FOR CONVERSION AREA D PERMANENT CONVERSION AREA:  
 A PORTION OF FRACTIONAL SECTION 21, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NATIONAL GEODETIC SURVEY STATION "HUSK"; THENCE S 87°43'53"E A DISTANCE OF 2712.25 FEET TO NATIONAL GEODETIC SURVEY STATION "FOSTER MAG STA 1940 RM1"; THENCE S 46°09'10" E A DISTANCE OF 170.24 FEET TO NATIONAL GEODETIC SURVEY STATION "FOSTER MAGNET"; THENCE S 42°11'19" E A DISTANCE OF 634.15 FEET TO THE INNER HARBOR LINE; THENCE ALONG INNER HARBOR LINE S 1°08'08" W A DISTANCE OF 87.65 FEET TO THE POINT OF BEGINNING; THENCE N 83°21'56" W A DISTANCE OF 935.06 FEET; THENCE N 87°33'55" W A DISTANCE OF 144.79 FEET; THENCE N 77°39'26" W A DISTANCE OF 158.70 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SR 520, WHICH POINT BEARS S 54°33'44" W A DISTANCE OF 823.86 FEET FROM NATIONAL GEODETIC SURVEY STATION "FOSTER MAG STA 1940 RM1"; THENCE ALONG THE RIGHT OF WAY N 77°39'26" W A DISTANCE OF 119.66 FEET; THENCE ALONG AN ARC 81.87 FEET TO THE RIGHT, HAVING A RADIUS OF 4220.00 FEET, THE CHORD OF WHICH IS S 82°37'30" E FOR A DISTANCE OF 81.87 FEET; THENCE S 82°04'10" E A DISTANCE OF 236.99 FEET; THENCE S 80°17'30" E A DISTANCE OF 847.53 FEET; THENCE S 83°20'02" E A DISTANCE OF 157.38 FEET; THENCE S 83°47'33" E A DISTANCE OF 27.42 FEET; THENCE S 1°08'08" W A DISTANCE OF 15.43 FEET TO THE POINT OF BEGINNING.

SITUATE KING COUNTY, WASHINGTON

THE ABOVE DESCRIBED PARCEL CONTAINS ±0.87 acres (37931.78 SQ. FT.)

**LEGEND**

	PERMANENT CONVERSION AREA CONSTRUCTION EASEMENT
	LONG TERM TEMPORARY CONSTRUCTION EASEMENT (DURATION IN EXCESS OF 6 MONTHS)
	REMAINING PARKLAND

MONUMENT LEGEND

MONUMENT	WSDOT GEO. SVCS. ID#	DESCRIPTION	NORTHING	EASTING
SY3915	#7775	FOSTER MAG RM 1	1567438.983	1609405.764
SY3929	N/A	FOSTER MAG	1567321.054	1609528.536

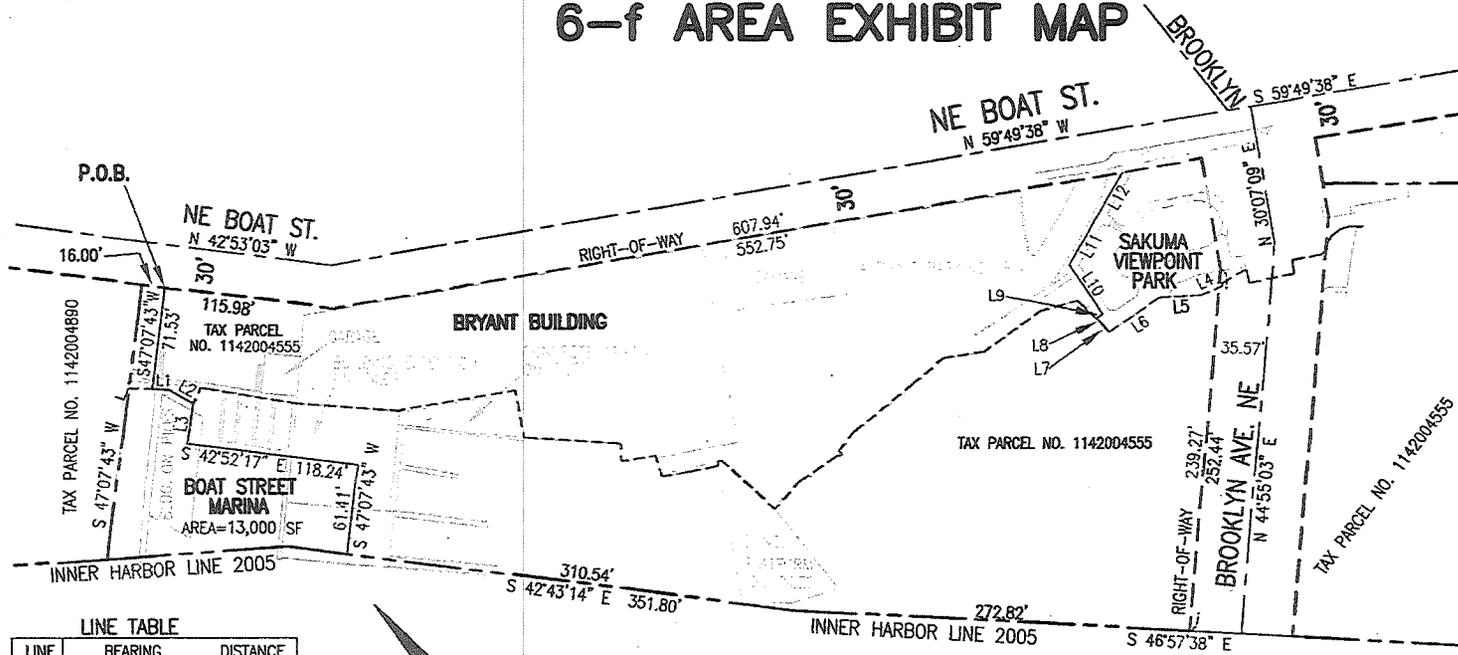
FILE NAME: c:\work\pwr_work\lar220\m\lmdma300161616\Conversion_Area_D_CMS.dwg	REVISION: 1	DATE: 02/29/00 PM	<b>DRAFT</b>	Washington State Department of Transportation	SR 520 I-5 TO MEDINA WEST APPROACH BRIDGE NORTH	6F CONVERSION - AREA D	PLAN REF. NO.
DATE: 02/29/00 PM	DESIGNED BY: L. SULLIVAN	DATE: 02/29/00					
DESIGNED BY: L. SULLIVAN	DATE: 02/29/00	DATE: 02/29/00	PRELIMINARY NOT FOR CONSTRUCTION	Washington State Department of Transportation	SR 520 I-5 TO MEDINA WEST APPROACH BRIDGE NORTH	6F CONVERSION - AREA D	SHEET
ENTERED BY: L. SULLIVAN	DATE: 02/29/00	DATE: 02/29/00					
CHECKED BY: M. SPROLUFFSKE	DATE: 02/29/00	DATE: 02/29/00	PRELIMINARY NOT FOR CONSTRUCTION	Washington State Department of Transportation	SR 520 I-5 TO MEDINA WEST APPROACH BRIDGE NORTH	6F CONVERSION - AREA D	SHEET
PROJECT ENDR: D. YANKAUSKAS	DATE: 02/29/00	DATE: 02/29/00					
REGIONAL ADM: J. MEREDITH	DATE: 02/29/00	DATE: 02/29/00	PRELIMINARY NOT FOR CONSTRUCTION	Washington State Department of Transportation	SR 520 I-5 TO MEDINA WEST APPROACH BRIDGE NORTH	6F CONVERSION - AREA D	SHEET
REVISION	DATE	BY					

Terry Dunning  
 DPR 3-party SR 520 MOA ORD ATT 1 EXH B  
 February 19, 2012  
 Version #3



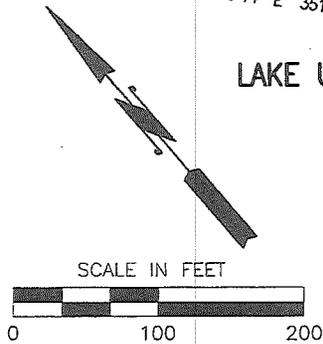
GCB 1294, Exhibit B, Sheet 1 of 2

# 6-f AREA EXHIBIT MAP



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 48°13'36" E	11.24'
L2	S 21°06'01" E	19.18'
L3	S 47°07'43" W	28.67'
L4	N 73°04'49" W	13.79'
L5	N 53°53'50" W	28.80'
L6	N 84°40'45" W	42.28'
L7	N 01°09'06" W	9.58'
L8	N 04°55'53" W	3.67'
L9	S 85°12'28" E	5.38'
L10	N 06°42'52" E	41.31'
L11	N 69°44'51" E	34.97'
L12	N 70°00'28" E	38.87'



**LEGEND**

- APPROXIMATE SHORELINE AT TIME OF SURVEY (LESS PARK & MARINA) = 757 LF
- 6-f AREA
- UPLAND AREA = 70,779 SF (1.62 AC.)
- SUBMERGED AREA = 85,702 SF (1.97 AC.)



**ReidMiddleton**

728 134th Street SW Suite 200  
 Everett, Washington 98204  
 Ph: 425 741-3800

SCALE: 1" = 100' DATE: 12/11/12  
 I:\22\2012\014\6-f LEGAL EXHIBIT.DWG

**LEGAL DESCRIPTION**  
6-f AREA

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

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

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

THENCE SOUTH 47°07'43" WEST 71.53 FEET;

THENCE SOUTH 48°13'36" EAST 11.24 FEET;

THENCE SOUTH 21°06'01" EAST 19.18 FEET;

THENCE SOUTH 47°07'43" WEST 28.67 FEET;

THENCE SOUTH 42°52'17" EAST 118.24 FEET;

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

THENCE SOUTH 42°43'14" EAST 310.54 FEET ALONG SAID INNER HARBOR LINE;

THENCE SOUTH 46°57'38" EAST 272.82 FEET ALONG SAID INNER HARBOR LINE TO THE SOUTHERLY CORNER OF BLOCK 22-A, SECOND SUPPLEMENTAL MAPS OF LAKE UNION

SHORELANDS, AS SHOWN ON OFFICIAL MAP ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON;

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

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

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

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

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

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

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

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

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

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

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

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

SAID PARCEL CONTAINING 156.481 SQUARE FEET (3.59 ACRES), MORE OR LESS.

**Reid Middleton**728 134<sup>th</sup> St. SW Suite 200  
Everett, WA 98204  
425/741-3800

H:\D\OCV22sv2012\2014 UW Bryant Bldg Survey\6-f Area\F6-legal description.doc



GCB 1294, Exhibit C, Sheet 1 of 1

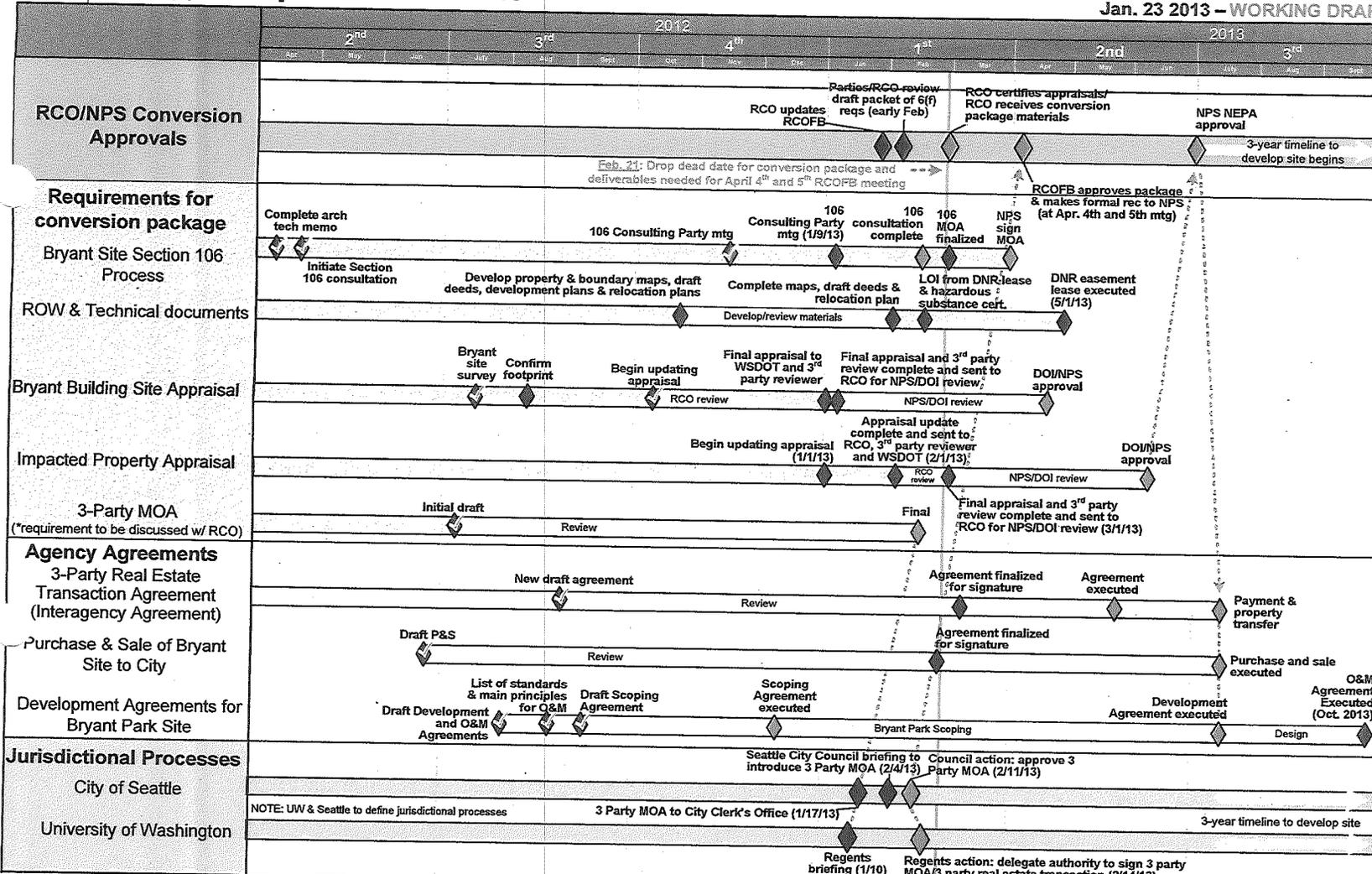
**SR 520 Bridge Replacement and HOV Program**

I-5 to Medina: Bridge Replacement and HOV Project



**Section 6(f) Compliance Timeline**

Jan. 23 2013 – WORKING DRAFT



**Notes:**

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

**Key**

- ◆ Approval / Decision point
- ◆ Complete
- ◆ Project milestone

**Acronyms**

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

NOTE: Dates subject to change. WSDOT will continue to coordinate and participate in this process as determined appropriate by partner agencies. Additional meetings may be scheduled as needed to meet milestones noted above.

**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

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

**Legislation Title:**

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the Mayor to enter into a Memorandum of Agreement between the Washington State Department of Transportation, the University of Washington and the City of Seattle regarding Section 6(f) of the Land and Water Conservation Fund Act for the SR 520, I-5 to Medina Project.

**Summary of the Legislation:**

This legislation authorizes the Mayor to enter into an agreement related to the State's redevelopment of SR 520 and the impact of the redevelopment on the Arboretum Lakeside Trail and Ship Canal Waterfront Trail. The agreement, between the State Department of Transportation (WSDOT), the University of Washington and the City, provides a means to meet the requirements of Section 6(f) of the federal Land and Water and Conservation Fund Act.

**Background:**

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

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

Redevelopment of the Bryant Building Site will require demolition of the existing buildings and development of a park with accent on water-oriented uses. The redevelopment of the site will be accomplished at the expense of WSDOT. Normal City public involvement processes will be undertaken before the new park is designed.



### Memorandum of Agreement Terms

The MOA contains the following significant terms:

- Funding for the replacement site: WSDOT committed to pay the appraised value of the Bryant Building site and associated relocation expenses either as a lump sum or reimbursement.
- Funding for park development and mitigation: WSDOT committed to a funding range for the park development costs (\$5-8 million exclusive of environmental remediation costs). Once Parks completes the design and funding scope for the new park, Parks and WSDOT will agree to a lump sum payment which WSDOT will provide to Parks that fits within the agreed upon range identified in the MOA.
- The agreement contemplates the future transfer of the 6(f) properties to WSDOT. For properties that WSDOT will use on only a temporary basis pursuant for construction, WSDOT will restore those properties for recreational purposes at the conclusion of WSDOT's use.
- The Agreement designates the Bryant Building Site as the Section 6(f) Replacement Property and the steps necessary to obtain Federal and State approval of that designation.
- The Agreement provides that if the Bryant Building Site becomes unavailable or unsuitable after conversion is approved for reasons arising only from the application of the Seattle Landmarks process, the City, as 6(f) sponsor, will assume the full responsibility and will be required to acquire an alternative site with no financial support or involvement from WSDOT.
- If the Bryant site becomes unsuitable for reasons other than the Landmark process, the City and UW agree to collaborate to develop an approach to replacing the 6(f) property with other property that complies with the requirements of Section 6(f).
- The UW and City will also enter into a separate inter-agency agreement that will specify the terms and conditions of the transfer of the Bryant site to the City. This transaction, including the associated Purchase and Sales Agreement will be subject to separate legislation.
- The agreement also includes several other miscellaneous "boiler plate" provisions.

**This legislation does not have any financial implications.**

**This legislation has financial implications.**

#### Other Implications:

**a) Does the legislation have indirect financial implications, or long-term implications?**

The long-term impact of the legislation will be the transfer of the LWCF 6(f) grant restrictions from the property that is to be taken by WSDOT for SR 520 development to the replacement property. The grant restrictions will limit the Bryant Building site so that it cannot be sold in the future for anything other than park use.

**b) What is the financial cost of not implementing the legislation?**

The City could be subject to possible litigation instigated by the State (WSDOT) in order to maintain its schedule for SR520 construction. Future grants from the Recreation and Conservation Office could be in jeopardy since failure to institute these agreements could result in non-compliance with conditions regarding replacement property in the existing grant received for the Arboretum Lakeside Trail.

**c) Does this legislation affect any departments besides the originating department?**

No.

**d) What are the possible alternatives to the legislation that could achieve the same or similar objectives?**

WSDOT has determined its alignment for the redevelopment of SR520 requires the acquisition of park land. The Bryant Building Site is the only site of the 80 plus locations that were evaluated that meets the 6(f) requirement for replacement property. There are no other alternatives that meet the needs of WSDOT for SR520 alignment and the City for replacement property.

**Is a public hearing required for this legislation?** No.

**e) Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?** No.

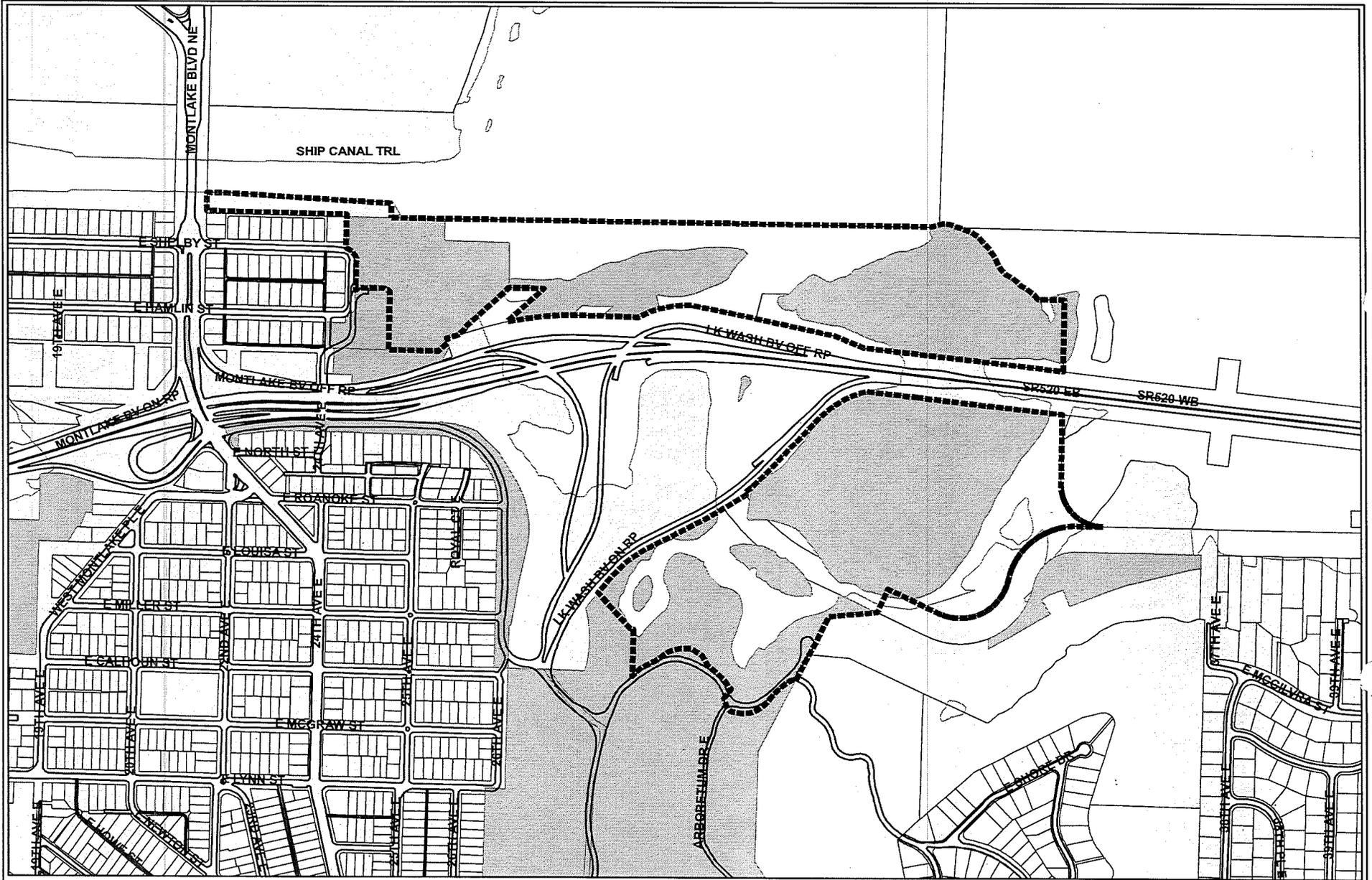
**f) Does this legislation affect a piece of property?** Yes.

**g) Other Issues:**

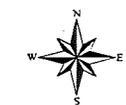
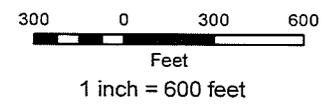
**List attachments to the fiscal note below:**

Attachment A: SR520 - 6(f) Boundary Map

Attachment B: SR520 - 6(f) Bryant Building Replacement Site



SR520 - 6(f) Boundary Map



**Legend**

- Pavement Edge
- SF Boundary
- Park Boundary
- Parcel Boundary

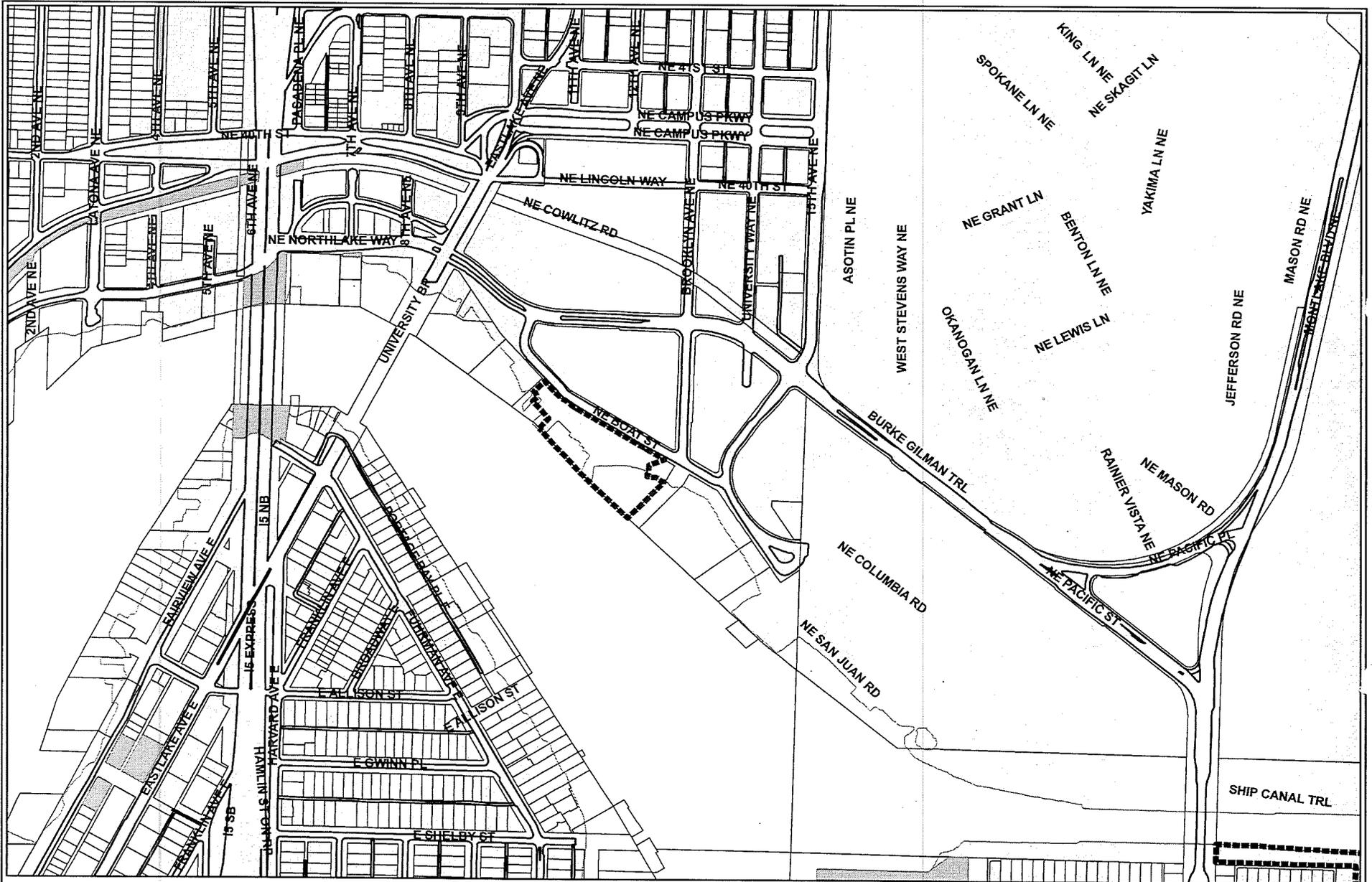


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Map date: December 13, 2012





SR520 - 6(f) Boundary Map - Bryant Site



CITY OF SEATTLE  
CLERK

**Legend**

- Pavement Edge
- SF Boundary
- Park Boundary
- Parcel Boundary

300 0 300 600

Feet

1 inch = 600 feet



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No warranties of any sort, including accuracy, fitness or merchantability accompany this product.

Map date: December 13, 2012



**City of Seattle**  
Office of the Mayor

February 20, 2013

Honorable Sally J. Clark  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Clark:

I am transmitting the attached proposed Council Bill which authorizes the Mayor to enter into an agreement related to the State's redevelopment of SR 520. The agreement, between the State Department of Transportation, the University of Washington and the City, clarifies roles and responsibilities regarding compliance with the federal Land and Water Conservation Fund (LWCF).

The SR 520 redevelopment project converts park property to transportation use. Portions of the Arboretum Waterfront Trail and the Ship Canal Waterside Trail, both developed with funding from the LWCF, are needed for the new 520 route. Section 6(f) of the LWCF Act requires that property converted from park to non-park use be replaced with property of equal or better value and use. The proposed three-party Memorandum of Agreement defines responsibilities for complying with Section 6(f) and identifies the replacement property as the Bryant Building Site along the north shore of Lake Union.

Approval of the proposed legislation ensures that park needs are met during redevelopment of SR 520. Should you have questions, please contact Donald Harris at 684-8018.

Sincerely,

Michael McGinn  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

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STATE OF WASHINGTON -- KING COUNTY

--SS.

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295573

No.

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 12<sup>th</sup> 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:124135-124139 TITLE

was published on

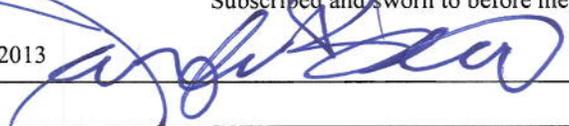
03/28/13

The amount of the fee charged for the foregoing publication is the sum of \$83.00 which amount has been paid in full.



Affidavit of Publication

  
Subscribed and sworn to before me on

03/28/2013  


Notary public for the State of Washington,  
residing in Seattle

## State of Washington, King County

### City of Seattle

The full text of the following legislation, passed by the City Council on March 11, 2013, and published below by title only, will be mailed upon request, or can be accessed at <http://clerk.seattle.gov>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>. Contact: Office of the City Clerk at (206) 684-8344.

#### ORDINANCE NO. 124135

AN ORDINANCE relating to historic preservation, imposing controls upon the

Admiral's House, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.

#### ORDINANCE NO. 124136

AN ORDINANCE relating to the filing of proclamations and orders in response to civil emergencies, amending Sections 10.02.010, 10.02.020, and 10.02.030 of Seattle Municipal Code.

#### ORDINANCE NO. 124137

AN ORDINANCE accepting a Deed from Hire Industries, Inc., for property in Block 5 of J.H. Rengstorff's Addition for general municipal purposes, to be used initially for the Spring Street P-Patch; assigning jurisdiction for said property to the Department of Neighborhoods; and ratifying and confirming certain prior acts.

#### ORDINANCE NO. 124138

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the Mayor to enter into a Memorandum of Agreement between the Washington State Department of Transportation, the University of Washington and the City of Seattle regarding Section 6(f) of the Land and Water Conservation Fund Act for the SR 520, I-5 to Medina Project.

#### ORDINANCE NO. 124139

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

Date of publication in the Seattle Daily Journal of Commerce, March 28, 2013.

3/28(295573)