

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

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

**1 RECITALS**

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

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

## **2 PURPOSE**

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

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

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

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

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

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

### 3 CONSIDERATION

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

#### 3.1 From WSDOT to UW:

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

#### 3.2 From WSDOT to the CITY:

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

#### 3.3 From UW to the CITY:

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

#### 3.4 From UW to WSDOT:

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

#### 3.5 From the CITY to UW:

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

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

3.6 From the CITY to WSDOT:

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

**4 CONDITIONS PRECEDENT TO THE CLOSING OF THE TRANSACTIONS DESCRIBED HEREIN**

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

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

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

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

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

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

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

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

## **5 RESPONSIBILITIES OF THE PARTIES**

### **5.1 Joint Responsibilities of the Parties**

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

### **5.2 WSDOT Responsibilities**

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

### **5.3 CITY Responsibilities**

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

### **5.4 UW Responsibilities**

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

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

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

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

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

## **6 SEVERABILITY**

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

## **7 MODIFICATION**

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

## **8 WRITTEN NOTICE**

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

For WSDOT:

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

For the CITY:

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

For UW:

Jeanette L. Henderson, Director of Real Estate

MAILING ADDRESS:

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

COURIER/DELIVERY ADDRESS:

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

## **9 NON-WAIVER**

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

## **10 GOVERNING LAW AND VENUE**

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

## **11 ASSIGNMENT**

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

## **12 FORCE MAJEURE**

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

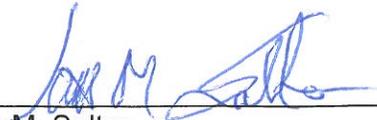
## **13 EFFECTIVE DATE**

This Agreement shall be effective upon execution by all Parties.

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

**WASHINGTON STATE DEPARTMENT OF TRANSPORTATION**

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

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

Approved as to Form

By \_\_\_\_\_ Date: \_\_\_\_\_  
Amanda Phily  
Assistant Attorney General

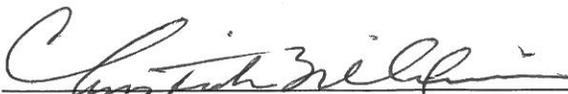
**UNIVERSITY OF WASHINGTON**

By \_\_\_\_\_ Date: \_\_\_\_\_  
Jeanette L. Henderson  
Director of Real Estate

Approved as to Form

By \_\_\_\_\_ Date: \_\_\_\_\_  
Susan A. Shyne  
Special Assistant Attorney General

**CITY OF SEATTLE**

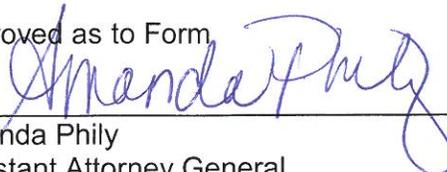
By  \_\_\_\_\_ Date: 8/19/2013  
Christopher Williams  
Superintendent, Department of Parks and Recreation

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

**WASHINGTON STATE DEPARTMENT OF TRANSPORTATION**

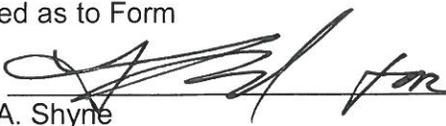
By  Date: 8/12/13  
Julie Meredith, P.E.  
SR 520 Program Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
James M. Salter  
Acquisition Program Manager

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

**UNIVERSITY OF WASHINGTON**

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

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

**CITY OF SEATTLE**

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

## **14 DEFAULT AND TERMINATION**

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

## **15 DISPUTES**

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

## **16 COUNTERPARTS**

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

## **17 CONFLICTS WITH MOA**

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

List of Exhibits

Exhibit A – Illustration of Bryant Site

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

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

Exhibit D – Development Agreement

Exhibit E – Bryant PSA

Exhibit F – O&M Agreement

Exhibit G – Form of CITY Deed – Converted Property

Exhibit H – Form of CITY Easement – Converted Property

Exhibit I – Form of UW Deed – Converted Property

Exhibit J – Form of UW Easement – Converted Property

Exhibit K – Form of UW Deed – Area A

Exhibit L – Form of UW Easement – Area A