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

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

RECITALS

A. UW is the owner of property commonly known as the Bryant Building, described on Exhibit A and depicted on Exhibit B hereto (the "**Bryant Site**").

B. Certain other properties owned by UW and by the CITY (the "**Section 6(f) Converted Property**") are being transferred to the Washington State Department of Transportation ("**WSDOT**") for the SR 520 Bridge Replacement and HOV Project (the "SR 520 Project").

C. UW and the CITY must replace the Section 6(f) Converted Property with property of reasonably equivalent recreational use and value (the "**Section 6(f) Replacement Property**") under Section 6(f) of the of the Land and Water Conservation Fund Act ("**Section 6(f)**").

D. The Bryant Site has been designated by UW and the CITY as the Section 6(f) Replacement Property, subject to approval by the Washington Resource Conservation Office ("**RCO**") and the National Park Service ("**NPS**").

E. The CITY will own, develop, operate and maintain the Bryant Site as a city park in perpetuity, consistent with the terms of the applicable grant agreements implementing Section 6(f).

F. This Agreement sets forth the terms and conditions for the conveyance by UW to the CITY of the Bryant Site as the Section 6(f) Replacement Property.

G. WSDOT, UW, and/or the CITY are also parties to the following agreements:

   a. Memorandum of Agreement between WSDOT, UW, and the CITY, designated by WSDOT as GCB 1294 ("**MOA, GCB 1294**"),

   b. Interagency Agreement for Real Estate Transactions between UW, WSDOT and the CITY, designated by WSDOT as GCB 1291 (" **Interagency Agreement, GCB 1291**"),

c. Development Agreement between UW, WSDOT and the CITY, designated by WSDOT as GCB 1279 ("**Development Agreement, GCB 1279**"), and

d. Operations and Maintenance Agreement between UW and the CITY for the operation and maintenance of the Bryant Site as a park ("**O&M Agreement**").

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

AGREEMENT

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

SECTION 1. SALE AND PURCHASE

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

SECTION 2. CLOSING; CONSIDERATION AND PAYMENT

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

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

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

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

SECTION 3. CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. REPRESENTATIONS, WARRANTIES, RELEASE AND INDEMNITY

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

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

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

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

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

4.3 CITY's Representations and Warranties.

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

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

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

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

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

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

SECTION 5. INSPECTION

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

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

SECTION 6. TITLE

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

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

SECTION 7. CLOSING

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

7.2 Deposit of Closing Documents.

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

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

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

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

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

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

(a) The real estate excise tax affidavit; and

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

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

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

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

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

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

SECTION 8. REMEDIES

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

SECTION 9. MISCELLANEOUS

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

To UW:

MAILING ADDRESS:	COURIER/DELIVERY ADDRESS:
UW Real Estate Campus Box 359446 Seattle, WA 98195-9446 Phone: (206) 616-3400 Fax: (206) 685-1547	UW Real Estate 4333 Brooklyn Ave NE, T-12 Seattle, WA 98195-9446

To CITY: Superintendent
Seattle Parks and Recreation
100 Dexter Avenue N.
Seattle, WA 98109

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

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

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

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

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

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

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

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

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

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

Signatures on the Following Page

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

CITY: The City of Seattle

By: Christopher Williams, Acting Superintendent
Department of Parks and Recreation
Date: August 19, 2013

UW: The Board of Regents of the University of Washington

By: _____
Jeanette L. Henderson
Director of Real Estate
Date: August 19, 2013

Approved as to form:

_____
Susan A. Shyne
Special Assistant Attorney General

EXHIBITS

Exhibit A - Legal Description of Bryant Site
Exhibit B – Depiction of Bryant Property
Exhibit C – OMITTED
Exhibit D – Lease-Back Agreement
Exhibit E –Deed
Exhibit A to Deed – Legal Description
Exhibit B to Deed – Permitted Exceptions

EXHIBIT A

TO

PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTION
6-f AREA
February 21, 2013

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 25 NORTH, RANGE 4 EAST, W. M. DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHERLY CORNER OF LOT 31, BLOCK 38, BROOKLYN ADDITION TO SEATTLE, RECORDED IN VOLUME 7 OF PLATS, PAGE 32, RECORDS OF KING COUNTY, WASHINGTON;
THENCE SOUTH 42°53'03" EAST 16.00 FEET ALONG THE NORTHEAST LINE OF SAID LOT 31 TO THE POINT OF BEGINNING;
THENCE SOUTH 47°07'43" WEST 71.52 FEET;
THENCE SOUTH 48°19'14" EAST 7.19 FEET;
THENCE SOUTH 45°40'32" WEST 3.08 FEET;
THENCE SOUTH 20°29'22" EAST 32.49 FEET;
THENCE SOUTH 45°45'47" WEST 19.95 FEET;
THENCE SOUTH 42°52'17" EAST 108.25 FEET;
THENCE SOUTH 47°07'43" WEST 61.41 FEET TO THE INNER HARBOR LINE AS SHOWN ON 2005 THIRD SUPPLEMENTAL PLAT OF LAKE UNION HARBOR, STATE DEPARTMENT OF NATURAL RESOURCES, RECORDED UNDER RECORD NUMBER 20050810900004, RECORDS OF KING COUNTY, WASHINGTON;
THENCE SOUTH 42°43'14" EAST 311.77 FEET ALONG SAID INNER HARBOR LINE;
THENCE SOUTH 46°57'38" EAST 272.82 FEET ALONG SAID INNER HARBOR LINE TO THE SOUTHERLY CORNER OF BLOCK 22-A, SECOND SUPPLEMENTAL MAPS OF LAKE UNION SHORELANDS, AS SHOWN ON OFFICIAL MAP ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON;
THENCE NORTH 44°55'03" EAST ALONG THE SOUTHEAST LINE OF SAID BLOCK 239.27 FEET;
THENCE NORTH 73°04'49" WEST 13.79 FEET;
THENCE NORTH 53°53'50" WEST 28.80 FEET;
THENCE NORTH 84°40'45" WEST 42.28 FEET;
THENCE NORTH 01°09'06" WEST 9.58 FEET;
THENCE NORTH 04°55'53" WEST 3.67 FEET;
THENCE SOUTH 85°12'28" EAST 5.38 FEET;
THENCE NORTH 06°42'52" EAST 41.31 FEET;
THENCE NORTH 69°44'51" EAST 34.97 FEET;
THENCE NORTH 70°00'28" EAST 38.87 FEET TO THE NORTHEAST LINE OF SAID BLOCK 38 AND THE SOUTHERLY MARGIN OF NE BOAT STREET;
THENCE NORTH 59°49'38" WEST 552.75 FEET ALONG SAID NORTHEAST LINE AND SOUTHERLY MARGIN;
THENCE NORTH 42°53'03" WEST 115.98 FEET ALONG SAID NORTHEAST LINE AND SOUTHERLY MARGIN TO THE POINT OF BEGINNING

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

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

JERRY J. FRANKLIN
STATE OF WASHINGTON
37327
REGISTERED
PROFESSIONAL LAND SURVEYOR

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

EXHIBIT B

TO

PURCHASE AND SALE AGREEMENT

Depiction of Bryant Property

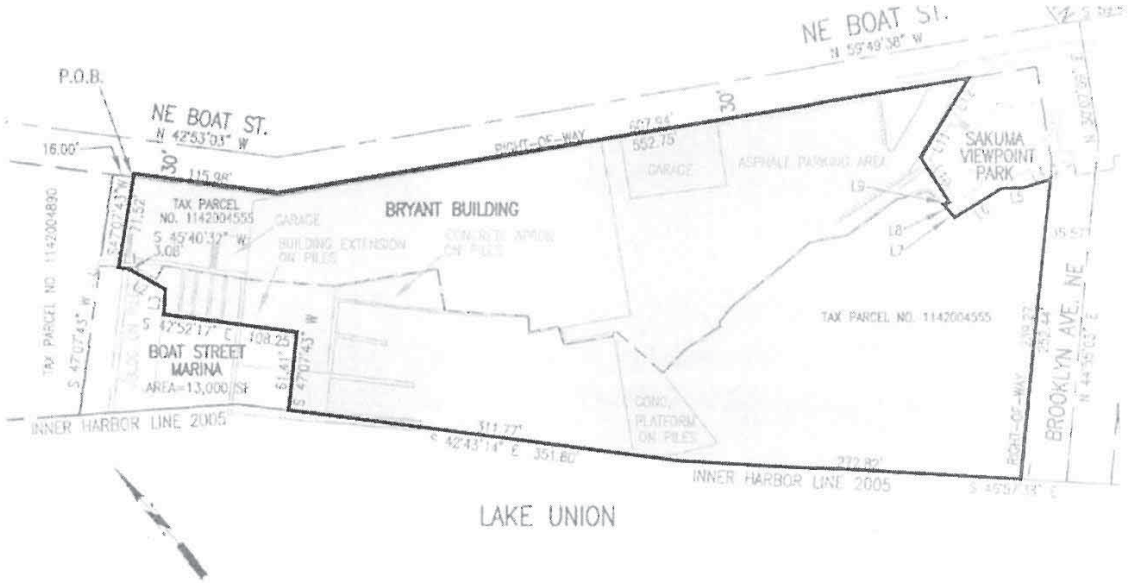

EXHIBIT C
TO
PURCHASE AND SALE AGREEMENT

OMITTED

EXHIBIT D

TO

PURCHASE AND SALE AGREEMENT

LEASE-BACK AGREEMENT

See Attached

LEASEBACK AGREEMENT

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

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

(a) Lease Date: _____, 20____.

(b) Premises: The Bryant Property (as legally described on Exhibit A)

(c) Building: The Bryant Building, 1401 Boat Street, Seattle, WA

(d) Project (if any): N/A

(e) Premises Area: N/A

(f) Use of Premises: University's Police Department and other University related uses.

(g) Lease Term: *This Lease shall have a Commencement Date as of the date that Landlord takes title to the Premises and an Expiration Date of December 31, 2016, except that the University shall have the right to terminate the Lease at any time upon ninety (90) days' prior written notice to Landlord.*

(h) Monthly Rent: None.

(i) Parking: All of the parking stalls located on the Bryant Property, free of charge.

(j) University's Address for Notices:

MAILING ADDRESS:	COURIER/DELIVERY ADDRESS:
UW Real Estate Campus Box 359446 Seattle, WA 98195-9446 Phone: (206) 616-3400 Fax: (206) 685-1547	UW Real Estate 4333 Brooklyn Ave NE, T-12 Seattle, WA 98195-9446

(k) Landlord's Address for Notices:

Superintendent
Seattle Parks and Recreation
100 Dexter Ave N
Seattle, WA 98109
Phone: (206) 684-8022
Fax: (206) 233-7023

(l) Broker(s): none.

(m) Landlord's Work: none.

(n) University Occupant: UW Police Department and other University related uses.

(o) University Termination Rights: see paragraph (g) above

(p) Extension Option: N/A

(q) Other Options (if any): N/A

(r) Exhibits:

Exhibit A – Legal description of the Premises

2. Premises; Delivery Condition; Permitted Use.

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

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

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

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

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

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

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

6. **Repairs and Maintenance**.

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

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

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

8. **Alterations**.

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

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

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

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

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

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

11. Liens. University shall keep the Premises free from any liens arising out of any work performed for, materials furnished to or obligations incurred by University and shall hold Landlord harmless against the same.

12. Assignment and Sublease. University shall not assign this Lease in whole or in part, without the prior written consent of Landlord. Landlord shall notify University in writing of its approval or disapproval within 15 days after receipt of notice of the proposed assignment. If Landlord does not respond in writing within 15 days, Landlord shall be deemed to approve such assignment. The University shall notify Landlord in writing of any sublease within 30 days of execution.

13. Access. Landlord shall have the right, upon prior written notice of at least 3 business days (except in an emergency), to enter the Premises at all reasonable times during normal business hours for park planning purposes. In exercising its rights of access, Landlord shall use reasonable best efforts to minimize any disruption to the use of the Premises. If University has created any secure or specially isolated spaces, Landlord shall comply with University's security requirements.

14. Damage or Destruction. If the Premises are partially or totally destroyed from any cause, or rendered inaccessible or unusable from any cause (other than by condemnation), University may terminate this Lease by delivery of written notice within 30 days of such event, or may restore the Premises sufficient for its use. Landlord shall have no obligation to restore damage to the Premises, the parties acknowledging that, after termination of this Lease, Landlord intends to redevelop the Premises into a public park.

15. University Default. The occurrence of the following event shall constitute a default of this Lease by University: The failure by University to perform any requirement of this Lease, where such failure shall remain uncured for a period of 30 days after written notice by Landlord to University; provided that if more than 30 days are reasonably required to cure the default, then University shall not be deemed to be in default if University commences to cure within the 30 day period and thereafter diligently prosecutes the cure to completion.

16. Landlord Remedies. In the event of an uncured University default, Landlord agrees to use reasonable efforts to mitigate its damages and Landlord may:

(a) Terminate University's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and University shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from University all reasonable damages incurred by Landlord because of University's default, including the cost of recovering possession of the Premises.

(b) Maintain University's right to possession, in which case this Lease shall continue in effect unless University shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease.

(c) Pursue any other legal remedy available to Landlord.

17. Costs and Attorney's Fees. The parties shall each bear their own costs and attorney's fees incurred in connection with this Lease.

18. **Subordination; Estoppels**. N/A

19. **No Waiver; Entire Agreement**. Any waiver by either party of any claim of breach of this Lease by the other shall not be considered a waiver of any future similar claim of breach. This Lease contains the final, complete and entire agreement between the parties with respect to the University's lease of the Premises from Landlord, and any modifications to this Lease must be in writing signed by both parties.

20. **Surrender of Premises**. University agrees, upon the expiration or earlier termination of this Lease, to peacefully quit and surrender the Premises without notice; to leave the Premises neat and clean, subject to normal wear and tear and casualty; and to deliver all keys to the Premises to Landlord.

21. **Binding on Heirs, Successors and Assigns**. The covenants and agreements of this Lease shall be binding upon the successors and assigns of both parties, except as otherwise provided in this Lease.

22. **Notice**. Notices under this Lease shall be in writing and delivered in person or by United States mail with postage prepaid to the parties at their respective addresses as set forth in Section 1(j) above, or to such other place as may hereafter be designated by either party in writing. If notice is by mail, delivery shall be deemed complete as of 2 business days following the postmarked time and date of mailing.

23. **Quiet Enjoyment**. Landlord covenants that as of the Commencement Date, Landlord will have good right to lease the Premises for the purpose and uses stated herein and University shall have and quietly enjoy the Premises for the Lease Term.

24. **Force Majeure**. Except as otherwise specifically provided in this Lease, in the event either party is delayed or prevented from performing any of its respective obligations under this Lease by reason of acts of God, unforeseen governmental requirement, fire, floods, strikes or any other cause beyond the reasonable control of the party, then the time period for performing such obligations shall be extended for the period of delay.

25. **Counterparts**. This Lease may be executed in counterparts and each counterpart constitutes an original document.

26. **Governing Law**. This Lease shall be governed by the laws of the State of Washington.

27. **Brokers**. Neither party shall have any obligation to pay any broker or similar consultant hired by or claiming through the other party.

Signatures on Following Page

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

By _____
Jeanette Henderson, Director of Real Estate

Date:_____

Approved as to Form:

By _____
Susan A. Shyne, Special Assistant Attorney General

Date:_____

CITY OF SEATTLE

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

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
COUNTY OF KING)

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

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

STATE OF WASHINGTON)
COUNTY OF KING)

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

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

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES – BRYANT PROPERTY

LEGAL DESCRIPTION
6-f AREA
February 21, 2013

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 25 NORTH, RANGE 4 EAST, W. M. DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHERLY CORNER OF LOT 31, BLOCK 38, BROOKLYN ADDITION TO SEATTLE, RECORDED IN VOLUME 7 OF PLATS, PAGE 32, RECORDS OF KING COUNTY, WASHINGTON;
THENCE SOUTH 42°53'03" EAST 16.00 FEET ALONG THE NORTHEAST LINE OF SAID LOT 31 TO THE POINT OF BEGINNING;
THENCE SOUTH 47°07'43" WEST 71.52 FEET;
THENCE SOUTH 48°19'14" EAST 7.19 FEET;
THENCE SOUTH 45°40'32" WEST 3.08 FEET;
THENCE SOUTH 20°29'22" EAST 32.49 FEET;
THENCE SOUTH 45°45'47" WEST 19.95 FEET;
THENCE SOUTH 42°52'17" EAST 108.25 FEET;
THENCE SOUTH 47°07'43" WEST 61.41 FEET TO THE INNER HARBOR LINE AS SHOWN ON 2005 THIRD SUPPLEMENTAL PLAT OF LAKE UNION HARBOR, STATE DEPARTMENT OF NATURAL RESOURCES, RECORDED UNDER RECORD NUMBER 20050810900004, RECORDS OF KING COUNTY, WASHINGTON;
THENCE SOUTH 42°43'14" EAST 311.77 FEET ALONG SAID INNER HARBOR LINE;
THENCE SOUTH 46°57'38" EAST 272.82 FEET ALONG SAID INNER HARBOR LINE TO THE SOUTHERLY CORNER OF BLOCK 22-A, SECOND SUPPLEMENTAL MAPS OF LAKE UNION SHORELANDS, AS SHOWN ON OFFICIAL MAP ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON;
THENCE NORTH 44°55'03" EAST ALONG THE SOUTHEAST LINE OF SAID BLOCK 239.27 FEET;
THENCE NORTH 73°04'49" WEST 13.79 FEET;
THENCE NORTH 53°53'50" WEST 28.80 FEET;
THENCE NORTH 84°40'45" WEST 42.28 FEET;
THENCE NORTH 01°09'06" WEST 9.58 FEET;
THENCE NORTH 04°55'53" WEST 3.67 FEET;
THENCE SOUTH 85°12'28" EAST 5.38 FEET;
THENCE NORTH 06°42'52" EAST 41.31 FEET;
THENCE NORTH 69°44'51" EAST 34.97 FEET;
THENCE NORTH 70°00'28" EAST 38.87 FEET TO THE NORTHEAST LINE OF SAID BLOCK 38 AND THE SOUTHERLY MARGIN OF NE BOAT STREET;
THENCE NORTH 59°49'38" WEST 552.75 FEET ALONG SAID NORTHEAST LINE AND SOUTHERLY MARGIN;
THENCE NORTH 42°53'03" WEST 115.98 FEET ALONG SAID NORTHEAST LINE AND SOUTHERLY MARGIN TO THE POINT OF BEGINNING.

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

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

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EXHIBIT E
TO
PURCHASE AND SALE AGREEMENT

DEED

See Attached

AFTER RECORDING MAIL TO:

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

Quitclaim Deed

Reference Numbers of Related Documents: N/A
Grantor:
THE BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON, an Institution of higher education and an agency of the State of Washington

Grantee: CITY OF SEATTLE, a Washington municipal corporation

Abbreviated Legal(s):

Tax Parcel Identification Number:

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

GRANTEE: CITY OF SEATTLE, a Washington municipal corporation

Legal Description Abbreviated Form: _____

Assessor's Tax Parcel ID#: _____

GRANTOR, THE BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON, an institution of higher education and an agency of the State of Washington, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration in hand paid, conveys and quit claims to GRANTEE, THE CITY OF SEATTLE, a Washington municipal corporation, the real estate described on Exhibit A, situated in the County of King, State of Washington ("Property").

Dated _____, 20___.

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

By _____
Name _____
Title _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Jeanette Henderson, known to me to be the Director of Real Estate of the UNIVERSITY OF WASHINGTON, the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of THE BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON, an agency of the State of Washington, for the purposes therein mentioned, and on oath stated that ____ was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

_____
Notary Public
Print Name _____
My commission expires _____

Exhibit A to Deed
Legal Description

LEGAL DESCRIPTION
6-f AREA
February 21, 2013

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 25 NORTH, RANGE 4 EAST, W. M. DESCRIBED AS FOLLOWS:
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THENCE SOUTH 42°52'17" EAST 108.25 FEET;
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425/741-3800

JERRY J. FRANKLIN
STATE OF WASHINGTON
37527
REGISTERED
PROFESSIONAL LAND SURVEYOR
2/21/13

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

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