

CITY OF SEATTLE
ORDINANCE _____
COUNCIL BILL 117528

1
2
3
4 AN ORDINANCE relating to the Burke-Gilman Trail; accepting an Easement Agreement
5 between Inland Properties, Inc., as grantor, and the City of Seattle, as grantee, dated
6 March 10, 1992, and an Easement Agreement among Inland Properties, Inc. and Fremont
7 Dock Company, as grantors, and the City of Seattle, as grantee, dated March 10, 1992;
8 authorizing the Director of Transportation to acquire, accept, and record, on behalf of the
9 City of Seattle, a Trail Easement Agreement among Fremont Dock Co., The Quadrant
10 Corporation, Fremont Lake Union Center LLC, Park View Waterside LLC, SMB of
11 Seattle, LLC, Limpopo Properties, LLC, BBK Lake View, LLC, and Quadrant Lake
Union Center Owners' Association, as grantors, and the City of Seattle, as grantee;
placing the real property interests conveyed by such easement agreements under the
jurisdiction of the Seattle Department of Transportation; and ratifying and confirming
certain prior acts.

12 WHEREAS, in 1989, the Seattle City Council adopted Resolution 27933 approving, among
13 other things, an agreement between the City of Seattle ("City") and Inland Properties,
14 Inc. ("Inland"), dated January 24, 1989 ("Inland Agreement"), and an agreement between
15 the City and Inland, Fremont Dock Company ("FDC"), and The Quadrant Corporation
("Quadrant"), dated January 24, 1989 ("Inland/FDC/Quadrant Agreement"), both
concerning extension of the Burke-Gilman Trail; and

16 WHEREAS, the Inland Agreement and the Inland/FDC/Quadrant Agreement provided the
17 procedures, terms, conditions, and form of trail easement agreements to be granted by
18 Inland, by Inland and FDC, and by FDC and Quadrant for extension of the Burke-Gilman
19 Trail in the Wallingford and Fremont areas of Seattle on property previously owned by
Burlington Northern Railroad Company; and

20 WHEREAS, Inland granted a trail easement to the City by Easement Agreement dated March 10,
21 1992, signed by the parties, and recorded under King County recording number
22 9203172095 ("Inland Easement Agreement"), and the City constructed, opened and
continues to maintain the trail pursuant to the Inland Easement Agreement; and

23 WHEREAS, Inland and FDC granted a trail easement to the City by Easement Agreement dated
24 March 10, 1992, signed by the parties, and recorded under King County recording
25 number 9203172094 ("Inland/FDC Easement Agreement"), and the City constructed,
26 opened and continues to maintain the trail pursuant to the Inland/FDC Easement
27 Agreement; and
28



1 WHEREAS, the Inland Easement Agreement and the Inland/FDC Easement Agreement have not
2 been formally accepted by ordinance; and

3 WHEREAS, Quadrant constructed and opened to the public an extension of the Burke-Gilman
4 Trail across property owned by FDC and leased to Quadrant or in which FDC and
5 Quadrant have sufficient easement rights (the "Waterfront Property") pursuant to the
6 terms of the Inland/FDC/Quadrant Agreement, but the parties did not prepare a trail
7 easement agreement as required by the Inland/FDC/Quadrant Agreement; and

8 WHEREAS, Quadrant subsequently subleased portions of the Waterfront Property; and

9 WHEREAS, by amendment dated March 7, 2005 ("2005 Amendment"), FDC (for itself and as
10 successor in interest to Inland), Quadrant, Quadrant's sublessees and the City amended
11 the Inland/FDC/Quadrant Agreement to permit temporary closing of the Burke-Gilman
12 Trail for Fremont Bridge maintenance and repair purposes, to permit post-closing
13 relocation and reconstruction of the trail, to require City reconstruction of the trail, and to
14 transfer responsibility for surveying and legally describing the trail easement to the City;
15 and

16 WHEREAS, the City has reconstructed, surveyed, and legally described the trail across the
17 Waterfront Property, and Fremont Dock Co., Quadrant, Fremont Lake Union Center
18 LLC, Park View Waterside LLC, SMB of Seattle, LLC, Limpopo Properties, LLC, BBK
19 Lake View, LLC, and Quadrant Lake Union Center Owners' Association, as grantors, are
20 prepared to grant to the City a trail easement across the Waterfront Property, as required
21 by the Inland/FDC/Quadrant Agreement, as amended by the 2005 Amendment; and

22 WHEREAS, City Council authorization by ordinance is required to acquire the trail easement
23 across the Waterfront Property and to accept the trail easement agreement from Fremont
24 Dock Co., Quadrant, Fremont Lake Union Center LLC, Park View Waterside LLC, SMB
25 of Seattle, LLC, Limpopo Properties, LLC, BBK Lake View, LLC, and Quadrant Lake
26 Union Center Owners' Association, as grantors; NOW, THEREFORE,

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

28 Section 1. The Easement Agreement dated March 10, 1992, and recorded under King
County recording number 9203172095, between Inland Properties, Inc. ("Inland"), as grantor,
and the City of Seattle ("City"), as grantee, a copy of which is attached hereto as Attachment 1,
is hereby accepted, and the real property interests conveyed therein are placed under the
jurisdiction of the Seattle Department of Transportation.



1 Section 2. The Easement Agreement dated March 10, 1992, and recorded under King
2 County recording number 9203172094 among Inland and Fremont Dock Company, as grantors,
3 and the City, as grantee, a copy of which is attached hereto as Attachment 2, is hereby accepted,
4 and the real property interests conveyed therein are placed under the jurisdiction of the Seattle
5 Department of Transportation.

6 Section 3. The Director of the Department of Transportation, or his designee, is
7 authorized to acquire, accept on behalf of the City, and record the Trail Easement Agreement,
8 substantially in the form attached hereto as Attachment 3 and incorporated herein, among
9 Fremont Dock Co., The Quadrant Corporation, Fremont Lake Union Center LLC, Park View
10 Waterside LLC, SMB of Seattle, LLC, Limpopo Properties, LLC, BBK Lake View, LLC, and
11 Quadrant Lake Union Center Owners' Association, as grantors, and the City, as grantee. Upon
12 recording of the Trail Easement Agreement, the real property interests conveyed therein shall be
13 under the jurisdiction of the Seattle Department of Transportation.

14 Section 4. Any act consistent with the authority of this ordinance taken prior to its
15 effective date is hereby ratified and confirmed.

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



1 Passed by the City Council the ____ day of _____, 2012, and
2 signed by me in open session in authentication of its passage this
3 ____ day of _____, 2012.

4
5 _____
6 President _____ of the City Council

7
8 Approved by me this ____ day of _____, 2012.
9
10 _____
11 Michael McGinn, Mayor

12
13 Filed by me this ____ day of _____, 2012.
14
15 _____
16 Monica Martinez Simmons, City Clerk

17 (Seal)

18 Attachment 1: Easement Agreement (Inland Properties, Inc., as grantor, and the City, as grantee)

19
20 Exhibit A to Attachment 1: Legal description of property acquired by Inland Properties,
21 Inc. from Burlington Northern Railroad Company

22 Exhibit 1 to Attachment 1: Legal description of easement area conveyed to the City

23 Exhibit 2 to Attachment 1: Sketch of Multipurpose Trail

24 Exhibit 3 to Attachment 1: Legal description of temporary construction easement area

25 Attachment 2: Easement Agreement (Inland Properties, Inc. and Fremont Dock Company, as
26 grantors, and the City, as grantee)



1 Exhibit A to Attachment 2: Legal description of property acquired by Inland Properties,
2 Inc. from Burlington Northern Railroad Company

3 Exhibit 1 to Attachment 2: Legal description of easement area conveyed to the City

4 Exhibit 2 to Attachment 2: Sketch of Multipurpose Trail

5 Exhibit 3 to Attachment 2: Legal description of temporary construction easement area

6 Attachment 3: Trail Easement Agreement (Fremont Dock Co., The Quadrant Corporation,
7 Fremont Lake Union Center LLC, Park View Waterside LLC, SMB of Seattle,
8 LLC, Limpopo Properties, LLC, BBK Lake View, LLC, and Quadrant Lake
9 Union Center Owners' Association, as grantors, and the City, as grantee)

10 Exhibit A to Attachment 3: Legal Description of the Waterfront Property

11 Exhibit B to Attachment 3: Legal Description of RR Property (property formerly owned
12 by Burlington Northern Railroad Company)

13 Exhibit C: Legal Description of Trail Easement

14 Exhibit D: Depiction of Trail Easement



920317-2095 02:39:00 PM KING COUNTY RECORDS 018 DER 24.00

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement Agreement") is made as of this 10th day of March, 1992, by and between INLAND PROPERTIES, INC., a Montana corporation ("Inland") and THE CITY OF SEATTLE, a municipal corporation of the State of Washington ("City").

R E C I T A L S :

A. Inland has acquired the interest of Burlington Northern Railroad Company ("BN") in certain railroad right-of-way property situate between Gas Works Park and the western edge of the Edgewater plat of the City of Seattle as recorded in Book 3, Page 141 of Plats, as such property is described on Exhibit A, attached hereto (the "Property").

B. Inland and the City have entered into that certain Agreement dated February 7, 1989 (the "Agreement"), the terms of which remain in full force and effect with the exception only of terms regarding grant of the easements provided for herein, which terms are merged into this Trail Easement and which Agreement provides, among other things, that upon the satisfaction of certain conditions specified in the Agreement, Inland conveys and quit claims to the City, without warranty or representation, a perpetual easement appurtenant to and for the benefit of the property now owned or hereafter acquired by the City for the Burke-Gilman Trail and for the benefit of the Burke-Gilman Trail and the public (the "Trail Easement"), and a temporary construction easement (the "Temporary Construction Easement") at such time as is appropriate.

C. Inland is now desirous of granting the Trail Easement and Temporary Construction Easement to the City and the City is desirous of accepting such Trail Easement and Temporary Construction Easement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Trail Easement. Inland, for and on its own behalf and that of its successors and assigns, does hereby convey and quit claim unto the City and its successors, assigns, officers, partners, agents, employees, contractors, subcontractors, tenants, licensees and invitees, a perpetual, non-exclusive easement on and through the Property, as that same area

EXCISE TAX NOT REQUIRED
King Co. Records Division

By L. Castro, Deputy



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is more particularly described on Exhibit 1, attached hereto, and shown as the Multi-Purpose Trail on the sketch attached hereto as Exhibit 2. The area of the Trail Easement, as finally located, shall be referred to as the "Multi-Purpose Trail."

2. Grant of Temporary Construction Easement. Inland, for and on its own behalf and that of its successors and assigns, does hereby convey and quit claim unto the City and its successors and assigns, a temporary, construction easement on and through such portion of the Property as more particularly described on Exhibit 3 attached hereto and incorporated herein by this reference, which is then used for vehicular ingress and egress; and, subject to the agreement of Inland, not to be unreasonably withheld, such additional portion which is otherwise appropriate and available for vehicular use without interfering with other tenants' use of the Property and which is necessary or convenient for the construction of the improvements within the Trail Easement Area ("Temporary Construction Easement"). This Temporary Construction Easement grants the City, its successors and assigns, contractors, agents, officers and employees the right to enter upon such portions of the Property described above as may be necessary for the purpose of initial development and construction of the improvements within the Multi-Purpose Trail, provided, that the City shall first give Inland written notice of the City's plans for use of the Temporary Construction Easement and provided that the City's use shall in no manner interfere unreasonably with other tenants' or subtenants' use of the Property which may become subject to the Temporary Construction Easement. The City shall bear all liability for its use of the Temporary Construction Easement by its exercise of rights under the Temporary Construction Easement.

3. Purpose. The Trail Easement is conveyed for all purposes necessary or incidental to the construction, operation, maintenance, improvement, enhancement and repair of a path or paths for pedestrians, bicycles and other non-motorized muscle-powered vehicles, small motorized wheelchairs and like equipment to permit handicapped use, planting strips, landscaping and related grading, granting to the City, its successors and assigns as owners of the Burke-Gilman Trail, its contractors, agents, officers and employees and to the public, free, open and continuous access on and through the Multi-Purpose Trail for the purposes above described.

4. Duration of Easement

a. The Trail Easement shall be perpetual so long as the use thereof continues by the public and shall inure to the benefit of the City and the public, and shall be binding upon Inland and its successors, assigns, mortgagees, lessees and sublessees.



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b. The Temporary Construction Easement shall commence 30 days after the date of written notice from the City to Inland of commencement of construction. It shall terminate automatically upon 60 days following the date upon which the City's Board of Public Works accepts the improvements and the Trail is open to the public.

5. Reservation of Rights. Inland shall not grant any permit, right or easement which would interfere with the City's or the public's exercise of their rights under the Easements. Inland shall retain all rights of use with respect to the property subject to the Trail Easement which do not interfere with the City's or the public's exercise of their rights, including, but not limited to, the right to use the subsurface for construction support or tiebacks, and use for utilities which do not interfere with the use of the Trail Easement, except for purposes of construction and maintenance, and provided such reservation of use for utilities shall not impair the City's authority to control utility hook-ups. Any exercise by Inland of its retained rights of use shall, however, be subject to scheduling of such use with the City and the City's approval of detour signing, if necessary, with the objective that any such use requiring a temporary re-routing would be accomplished in a manner to minimize disruption of the Multi-Purpose Trail's use. Inland retains the right at all times to deny access by the public to the portions of its property not a part of the Multi-Purpose Trail. All development rights of Inland and any of its tenants as they now exist or may exist in the future are hereby reserved such that Inland's property may be developed to the full extent permitted by law and such rights shall not be impaired in any way by this grant of the Trail Easement or the construction and use of the Multi-Purpose Trail. The City's air rights over the Trail Easement are subject to the limitations set forth in Section 8, below.

6. Title. Inland makes no representation or warranty with respect to title to the Multi-Purpose Trail, except that Inland warrants that it has granted no rights to any other person which would have priority over the rights granted to the City hereunder.

7. Trail Crossings. The City shall have the sole responsibility for signage, security and warning devices where the City streets cross the Multi-Purpose Trail, including, without limitation, the crossing at North Northlake Way.

8. Air Rights. Insofar as the right to construct improvements within the physical air directly above the Trail Easement is involved, and subject to existing structures and improvements, the air rights pertaining to the Trail Easement area are included within the grant of the Trail Easement, provided that such grant shall not entitle the City to construct any improvements within such air space, excluding directional and

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regulatory signage and, subject to the approval of Inland, artwork.

9. Indemnities and Insurance

a. Indemnities. Subject to the provisions of the second sentence of this paragraph, each party agrees to indemnify, defend and hold the other party harmless from and against all claims and all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with all claims, actions or proceedings arising from or as a result of the death of or any accident, injury, loss or damage whatsoever caused to any natural person or the property of any person arising out of the negligence of such party, it being the intent of the parties that each shall be responsible for its own negligence and, in the case of joint negligence, each shall have such right of contribution as is provided by law.

Notwithstanding the foregoing, however, the parties agree that within the area of the Trail Easement Inland shall not have any liability or any obligation to contribute, and the City hereby agrees to indemnify, defend and hold Inland harmless from and against all claims and all costs, expenses and liabilities (including reasonable attorneys fees in the event the City does not accept a tender of defense of any such claim made against Inland) incurred in connection with all claims, actions or proceedings arising from or as a result of the death of or any accident, injury, loss or damage whatsoever caused to any natural person or the property of any person arising out of events occurring within the Trail Easement or otherwise related to or arising out of the Trail Easement or its use except to the extent and only to the extent that Inland has by its active negligence caused such events, and in no event shall Inland have any liability or contribution obligation for any omission or failure to act within the area of the Trail Easement.

b. Insurance. The parties may carry such liability insurance as each determines in the exercise of its sole discretion. To the extent available without additional cost, each party, and its respective contractors and agents, shall name the other party as an additional insured on each policy of insurance and provide to the other party a certificate of such insurance, including an endorsement providing that the same shall not be canceled without at least 30 days' notice to the parties, and provided, further, that neither party shall incur any liability for failing to name the other party as an additional insured. The parties agree to cooperate and take all necessary and reasonable steps required by any insurance carrier to minimize the risk of liability and to lower insurance premiums for any party carrying insurance.

10. Relocation of Trail Easement. Inland, subject to the limitations of this Section 10, reserves the right to relocate



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the Trail Easement or any other portion thereof on other property of Inland from time to time in the future as such relocation may be necessary or desirable as part of Inland's then use or development of the property through which the Trail Easement passes, provided that the Trail Easement shall at all times connect to the adjacent part of the Burke-Gilman Trail at the easterly and westerly ends of the Trail Easement, the dimensions of the Multi-Purpose Trail are not materially altered, and a continuous, uninterrupted (except for private trail crossings) trail is provided. In addition, in the event that relocation occurs after the initial development and construction of the Multi-Purpose Trail, Inland shall pay the full cost of reconstruction for the relocated trail.

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11. Construction and Maintenance of Trail Improvements; Removal of Rails and Ties. The City will at its sole expense construct and maintain the improvements needed for the Multi-Purpose Trail on the Property, construction to occur at such time as the City determines to do so, provided that if such construction has not been completed within six (6) years from the date of the Agreement, the Trail Easements shall terminate and be of no further force or effect. As part of its construction of the improvements needed for the Multi-Purpose Trail, the City will at its sole expense remove the rails, ties and other abandoned rail equipment now located within the Trail Easement. The City will give Inland reasonable notice of its intent to remove the rails, ties and other equipment. Inland may, at any time prior to the City's removal of the rails, ties and other equipment, remove the same at its own expense.

12. Remedies. If any party shall fail to fully and timely perform any of its obligations hereunder and shall not correct such failure within thirty (30) days of written notice from any other party, the nondefaulting party may seek specific performance hereof, damages or any other remedy available at law or equity. In any proceeding arising out of this Trail Easement, the prevailing party, or the party which substantially prevails, as determined by the court, shall be awarded a reasonable amount for its attorneys' fees and expenses of suit.

13. Notices. Notices required to be in writing under this Agreement shall be given by certified mail, return receipt requested, by personal delivery or by facsimile transmission. Notices, if mailed, shall be deemed effective upon the second day following deposit thereof in the United States mail, upon transmission by facsimile, or upon personal delivery. Any party may change the address to which notices may be given by written notice of such change to the other parties.

To the City:

City of Seattle
Seattle Municipal Building
Seattle, Washington 98104
Attention: Director of Engineering

To Inland:

Inland Properties, Inc.
c/o Washington Corporations
101 International Way
Missoula, Montana 59802
Attention: Mr. John Crowley

14. Recording of Easement. The parties hereto agree that this Easement shall be recorded with the King County Department of Records and Elections, and the City shall pay the recording costs.

15. Applicable Law. This Easement Agreement is executed under, and shall be construed in accordance with, the laws of the State of Washington.

16. Effective Date. This Easement shall be effective as of the date it is recorded with the King County Department of Records and Elections.

17. Waiver. The waiver by either Inland or the City of the breach of any term set forth herein shall not be deemed to be a waiver of any subsequent breach of the same term or any other term.

18. As-Built. Upon completion of the improvements within the Multi-Purpose Trail, or any relocation thereof, Inland may, with the City's concurrence, amend the description of the Trail Easement to conform with the actual as-built improvements within the Trail Easement.

19. Time. Time is of the essence of this Easement Agreement.

20. Amendments. Neither this Easement Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought and by the party seeking enforcement of the same.

21. Approval or Consent. Whenever in this Trail Easement the consent or approval of the City is required, such consent or approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the day and year first above noted.

INLAND PROPERTIES, INC.

By John H. Crowley
As Vice President



9203172095

THE CITY OF SEATTLE

BY Michael B. Rice
City Mayor
Attest: Howard Brooks
City Comptroller

33579.127

9203172095

Unofficial Document



STATE OF MONTANA)
)
COUNTY OF Missoula) ss.

On this day personally appeared before me John Crowley, to me known to be the Vice President of Inland Properties, Inc., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN under my hand and official seal this 10th day of March, 1992.

Doreen Hansen
NOTARY PUBLIC in and for the
State of Montana, residing at
Missoula
My commission expires 10-16-92

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

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

GIVEN under my hand and official seal this _____ day of _____, 19____.

NOTARY PUBLIC in and for the
State of Washington, residing at

My commission expires _____

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EXHIBIT A

All that portion of the railroad right-of-way previously owned by Burlington Northern Railway Company, bounded on the west by the western boundary of the Edgewater Plat to the City of Seattle, as recorded in Book 3, Page 141 of Plats, bounded on the east by the western boundary of Gas Works Park, in Seattle, King County, Washington, bounded on the north by North Northlake Place and North 34th Street and bounded on the south by North Northlake Way.

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UNOFFICIAL
Document



(Inland Properties and City of Seattle Easement Agreement)

1

Exhibit 1

That portion of the South half of Section 18, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the intersection of the projection Southerly of the West line of Edgewater Addition as recorded in Volume 3, Page 141 of plats, Records of King County, Washington and the monument line of N. 34th Street, said monument line being 2.5 feet Northerly as measured at right angles and parallel to a line between the existing offset monuments on N. 34th Street which are at the intersection of vacated Interlake Avenue and the angle point in the vicinity of said West line of Edgewater Addition, per Field Book 2114, pages 6-7, records of Seattle Engineering Department; thence South 76°19'02" East, 237.13 feet along said monument line; thence South 13°40'58" West, 58.00 feet; thence North 76°19'02" West, 224.74 feet parallel to said monument line of N. 34th Street to the projection Southerly of the West line of Edgewater Addition; thence North 1°37'28" East, 59.31 feet along said projected line to the Beginning.

Except that portion lying within the right of way of N. 34th Street and N. Northlake Place.

ALSO

Commencing at the intersection of the projection Southerly of the West line of Edgewater Addition, Volume 3, Page 141 of Plats, Records of King County, Washington and the monument line of N. 34th Street, said monument line being 2.5 feet Northerly as measured at right angles and parallel to a line between the existing offset monuments on N. 34th Street which are at the intersection of vacated Interlake Avenue and the angle point in the vicinity of said West line of Edgewater Addition, per Field Book 2114, pages 6-7, records of Seattle Engineering Department; thence South 76°19'02" East along said monument line 237.13 feet to the True Point of Beginning; thence South 13°40'58" West 68.03 feet to a point on a curve the center of which bears South 15°53'01" West; thence Easterly along a curve to the right having a radius of 1095.00 feet through a central angle of 12°01'59.6", an arc distance of 229.97 feet; thence North 29°44'52.6" East, 41.20 feet on a line perpendicular to the survey line as shown in City of Seattle Field Book 2612 1/2, Page 26, to said survey line; thence North 60°15'05" West, 221.31 feet along said survey line to said monument line of N. 34th Street; thence North 76°19'02" West, 25.93 feet along the monument line to the True Point of Beginning.

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Except that portion lying within the right of way of N. 34th Street and N. Northlake Place.

ALSO

That portion of the South half of Section 18, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing at the intersection of the projection Southerly of the West line of Edgewater Addition as recorded in Volume 3, Page 141 of Plats, records of King County, Washington, and the monument line of N. 34th Street, said monument line being 2.5 feet Northerly as measured at right angles and parallel to a line between the existing offset monuments of N. 34th Street which are at the intersection of vacated Interlake Avenue and the angle point in the vicinity of said West line of Edgewater Addition, per Field Book 2114, pages 6-7, records of Seattle Engineering Department; thence South $76^{\circ}19'02''$ East, 263.06 feet along said monument line of N. 34th Street to the intersection with the survey line for N. Northlake Place as shown in City of Seattle Field Book 2612 1/2, Page 26; thence South $60^{\circ}15'05''$ East, 221.31 feet along said survey line; thence South $29^{\circ}44'55''$ West, 16.13 feet to the Southerly line of N. Northlake Place and the True Point of Beginning; thence continuing South $29^{\circ}44'55''$ West, 16.51 feet; thence South $57^{\circ}00'20''$ East, 94.32 feet to a point of curvature; thence along a curve to the right having a radius of 1069.40 feet, the center of which bears South $33^{\circ}14'14''$ West, through a central angle of $12^{\circ}00'20.5''$, an arc distance of 224.08 feet; thence South $44^{\circ}29'05.3''$ East, 74.51 feet; thence South $44^{\circ}26'59.7''$ East, parallel to the Southerly margin of N. Northlake Place to the Northerly margin of N. Northlake Way; thence Easterly along the Northerly margin of N. Northlake Way to the Southerly margin of N. Northlake Place; thence Northwesterly along the Southerly margin of N. Northlake Place to the True Point of Beginning.

Together with the following described parcel:

A strip of land 14 feet in width lying between the above described parcel and the Northerly line of N. Northlake Way and between Parcels 2 and 3 as shown in King County Record of Survey, Recorder's Certificate #9009109002.

Burke Gilman Bike Trail, mjh, rdd #4, wp5.1, brkgil, rev. 1-29-92



Channelization & Signing Legend
 This Sheet Only

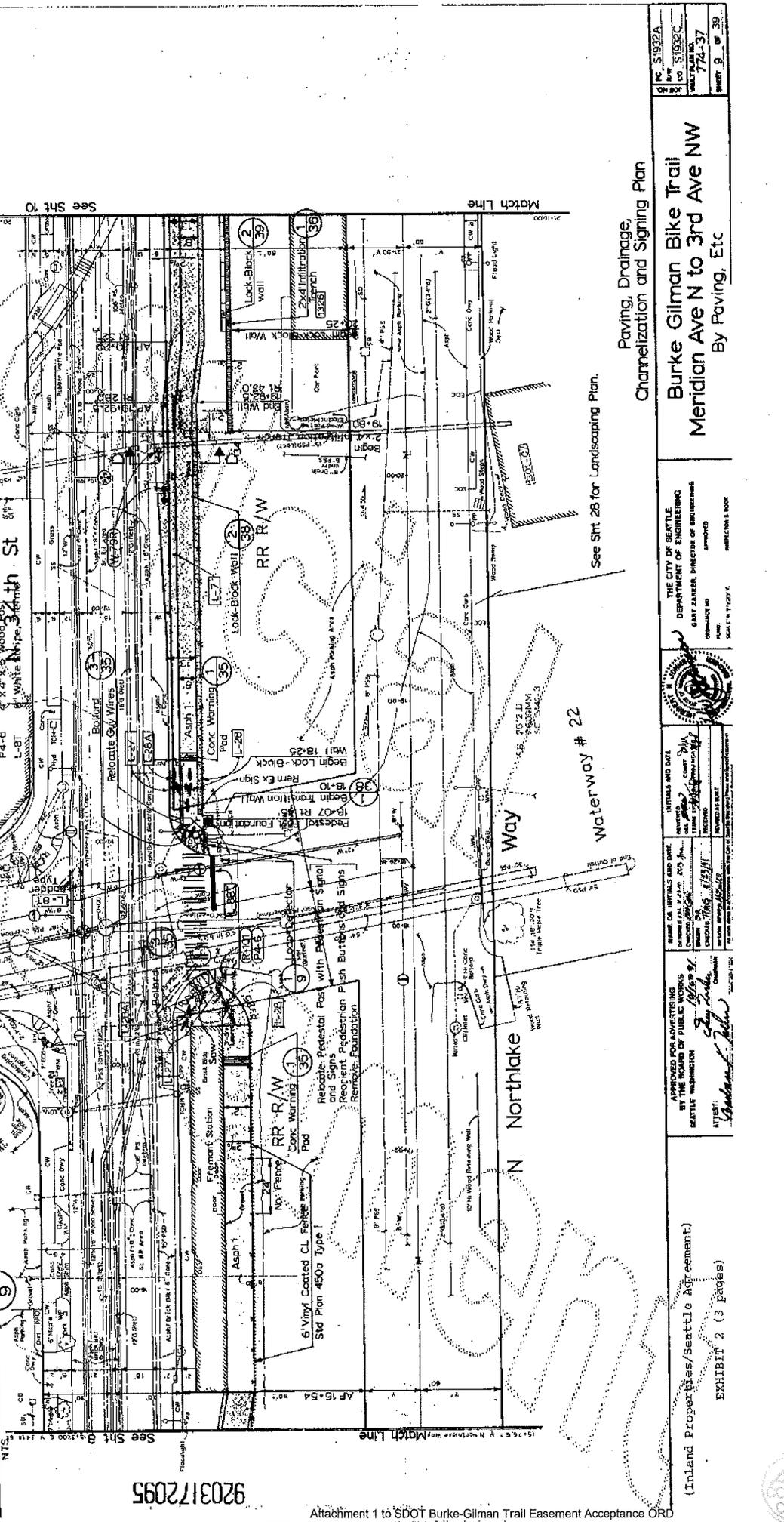
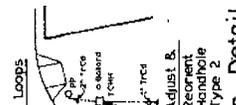
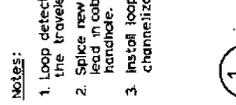
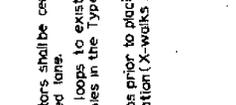
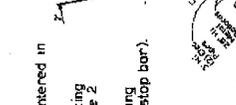
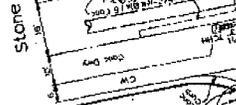
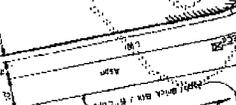
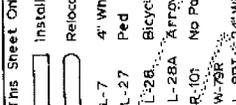
- Install
- Relocate
- L-7 4" White Stripe
- L-27 Ped
- L-28 Bicycle
- L-28A Arrow
- R-101 No Parking - Anytime
- W-79R
- L-AB1 24" White Stripe Thermo
- P2-26 4" x 4" x 3/8" Wood Posts
- L-8T 4" White No Parking

Paving Legend
 Unless Otherwise Noted:

- Asph 3" Class B asph 30W, 4" type 2 mineral aggregate
- Mats/mils Crushed Rock
- 6" of 3/8" washed gravel over infiltration trench
- Concrete Type A20A or Curb Ramps Type 422 (Modified)



- NOTES:**
1. Loop detectors shall be centered in the traveled lane.
 2. Splice new loops to existing lead in cables in the Type 2 handhole.
 3. Install loops prior to placing channelization (X-walks stop bar).



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Attachment 1 to SDOT Burke-Gilman Trail Easement Acceptance ORD

See Sht 10
 See Sht 28 for Landscaping Plan.

Waterway # 22

Match Line

SDOT PROJECT NO. S1932A
 DATE 05/15/12
 SHEET 9 OF 39

Channelization and Signing Plan
 Paving, Drainage,
 Channelization and Signing Plan

Burke Gilman Bike Trail
 Meridian Ave N to 3rd Ave NW
 By Paving, Etc

THE CITY OF SEATTLE
 DEPARTMENT OF ENGINEERING
 GARY ZAMER, DIRECTOR OF ENGINEERING

APPROVED FOR ADVERTISING
 BY THE BOARD OF PUBLIC WORKS
 SEATTLE WASHINGTON
 DATE 5/15/12

APPROVED FOR ADVERTISING
 BY THE BOARD OF PUBLIC WORKS
 SEATTLE WASHINGTON
 DATE 5/15/12

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 SEATTLE WASHINGTON
 DATE 5/15/12

APPROVED FOR ADVERTISING
 BY THE BOARD OF PUBLIC WORKS
 SEATTLE WASHINGTON
 DATE 5/15/12

EXHIBIT 2 (3 pages)

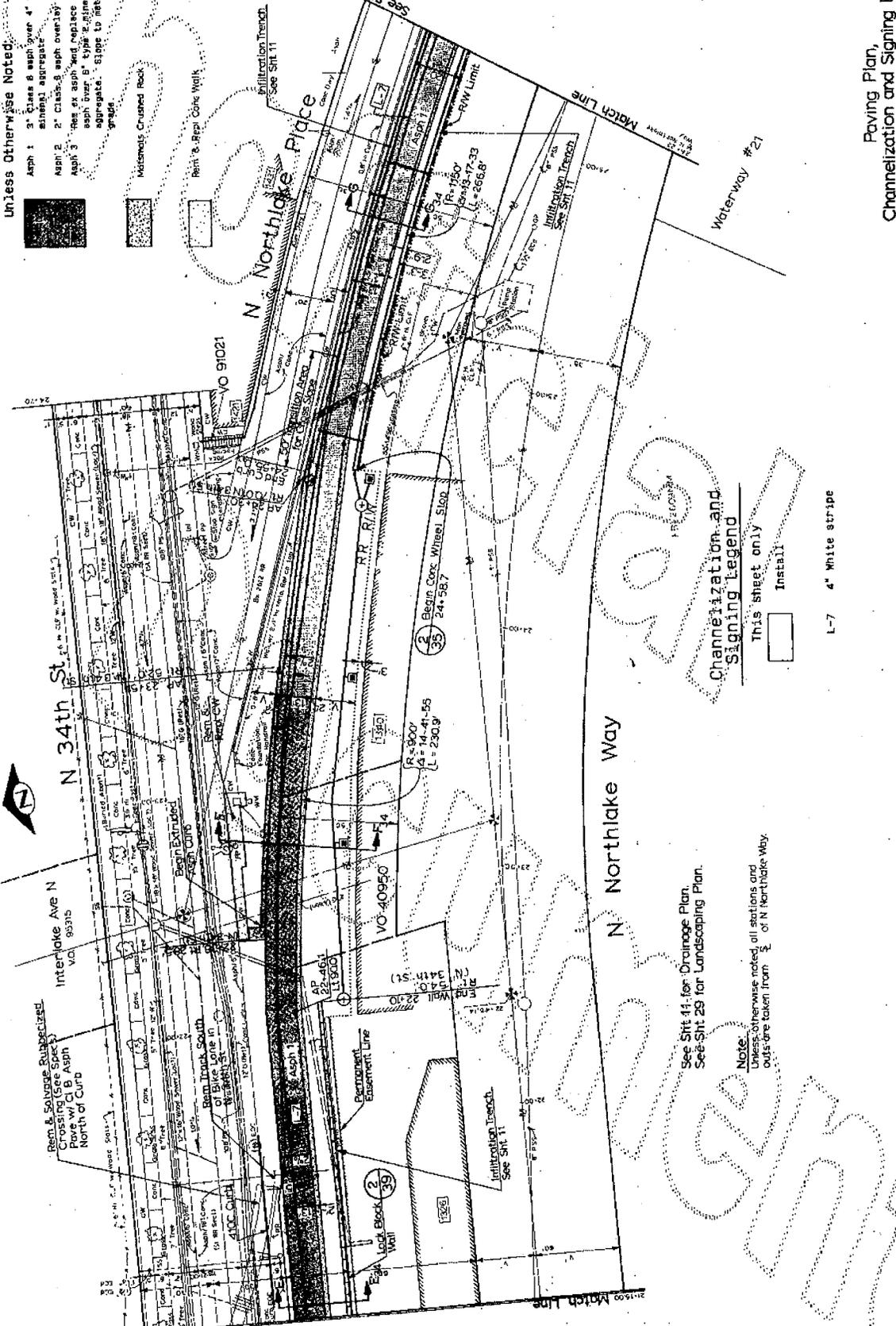


9203172095

Paving Legend

Unless Otherwise Noted:

- Asph 1: 3" Class 8 asphalt over 4" type 2 subgrade aggregate
- Asph 2: 2" Class 8 asphalt overlay
- Asph 3: 3" Class 8 asphalt overlay with 3" Class 8 aggregate
- Asph 4: 3" Class 8 asphalt overlay with 3" Class 8 aggregate, slope to match existing grade



Channelization and Signing Legend

- This sheet only
- Install

L-7 4" White stripe

See Sht. 11 for Drainage Plan.
 See Sht. 29 for Landscaping Plan.

Note:
 Unless otherwise noted, all stations and offsets are taken from $\frac{1}{2}$ " of N Northlake Way.

Paving Plan,
 Channelization and Signing Plan
 Burke Gilman Bike Trail
 Meridian Ave N to 3rd Ave NW
 By Paving, Etc

PROJECT NO.	S1932A
DATE	5/19/12
PROJECT NAME	SDOT EASEMENT AGREEMENT ATT 1
PROJECT LOCATION	774-37
SHEET NO.	OF 39

THE CITY OF SEATTLE
 DEPARTMENT OF ENGINEERING
 GARY ZARNER, DIRECTOR OF ENGINEERING
 APPROVED AS SHOWN
 DATE: 5/17/12



DATE OF INITIALS AND DATE	5/17/12
DATE OF REVISIONS	5/17/12
REVISIONS	1. CORRECTED TO MATCH
APPROVED BY	[Signature]

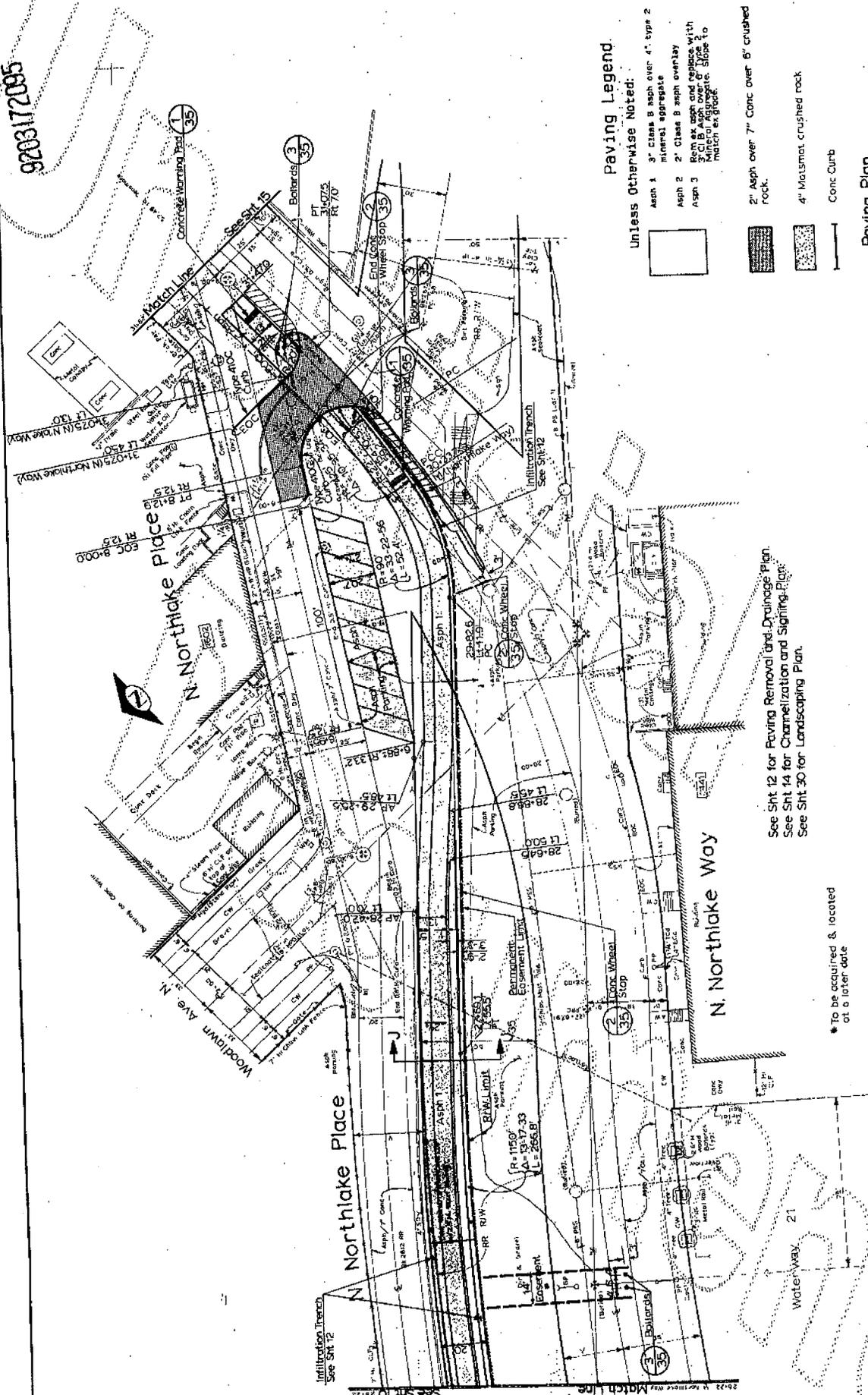
APPROVED FOR ADVERTISING	[Signature]
BY THE BOARD OF PUBLIC WORKS	[Signature]
SEATTLE INFORMATION	[Signature]

APPROVED FOR ADVERTISING
 BY THE BOARD OF PUBLIC WORKS
 SEATTLE INFORMATION
 DATE: 5/17/12

9203172095



9203172095



Paving Legend.

Unless Otherwise Noted:

- Asph 1 3" Class B asph over 4" type 2 mineral aggregate
- Asph 2 2" Class B asph overlay
- Asph 3 6" Class C asph and replace with 3" Class B Asph over 4" Type 2 Mineral Aggregate. Slope to Match on, right.



- 2" Asph over 7" Conc over 6" crushed rock.
- 4" Matmat crushed rock
- Conc Curb



See Sht 12 for Paving Removal and Drainage Plan.
 See Sht 14 for Channelization and Sighting Plan.
 See Sht 30 for Landscaping Plan.

* To be acquired & located at a later date

Paving Plan

Burke Gilman Bike Trail
 Meridian Ave N to 3rd Ave NW
 By Paving, Etc

NO. S1932A	DATE
BY	
CD	
WHAT	7-74-37
NO.	13 OF 39

THE CITY OF SEATTLE
 DEPARTMENT OF ENGINEERING
 GARY BARBER, DIRECTOR OF ENGINEERING



DATE	BY	REVISIONS
11/15/11	CHM	INITIALS AND DATE
11/15/11	CHM	REVISIONS
11/15/11	CHM	REVISIONS
11/15/11	CHM	REVISIONS

APPROVED FOR THE CITY OF SEATTLE
 GARY BARBER, DIRECTOR OF ENGINEERING
 DATE: 11/15/11



EXHIBIT 3

AN EASEMENT for construction purposes, the southerly line of which lies ten feet southerly as measured at right angles to the southerly line of the Multi-Purpose Trail easement described in Exhibit 1, and also lying between the projection southerly of the easterly and westerly end lines of said Multi-Purpose Trail easement, less any area occupied by an existing structure.

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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement Agreement") is made as of this 10th day of March, 1992, by and between INLAND PROPERTIES, INC., a Montana corporation ("Inland"), FREMONT DOCK COMPANY, a Washington corporation ("Fremont Dock"), and THE CITY OF SEATTLE, a municipal corporation of the State of Washington ("City"); provided, however, Inland joins in this Easement Agreement only to encumber its interest in the property involved but does not otherwise undertake any obligations or derive any benefits from this Easement Agreement.

R E C I T A L S:

A. Inland has acquired the interest of Burlington Northern Railroad Company ("BN") in certain railroad right-of-way property situate between Phinney Avenue and the western edge of the Edgewater plat of the City of Seattle as recorded in Book 3, Page 141 of Plats, as such property is described on Exhibit A attached hereto (the "Property"). Fremont Dock owns certain real property adjacent to and abutting along the south side of the Property which is hereinafter referred to as the "Fremont Dock Property."

B. Fremont Dock and Inland have entered into a lease agreement with option to purchase covering the Property (the "Lease/Option"), a Memorandum of which was recorded on January 24, 1989, under Recording No. 8901240579, records of King County.

C. Inland, Fremont Dock, the City and The Quadrant Corporation have entered into that certain Agreement dated January 24, 1989 (the "Trail Agreement"), the terms of which remain in full force and effect with the exception only of terms regarding grant of the easements provided for herein, which terms are merged into this Easement Agreement. The Trail Agreement provides, among other things, that upon the satisfaction of certain conditions specified in the Trail Agreement, Inland, Fremont Dock and Quadrant will make, declare, convey and quit claim to the City, without warranty or representation, a perpetual easement appurtenant to and for the benefit of the property now owned or hereafter acquired by the City for the Burke-Gilman Trail and for the benefit of the Burke-Gilman Trail and the public (the "Trail Easement"), and a temporary construction easement (the "Temporary Construction Easement"), at such time as is appropriate.

D. Subsequent to the Trail Agreement, the parties have agreed to modify certain portions of the easement area and the areas described in this Easement Agreement reflect the changes made.

EXCISE TAX NOT REQUIRED
King Co. Records Division

By R. Castle, Deputy

EASEMENT

920317-2094 02:39:00 PM KING COUNTY RECORDS 023 PER 25.00

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E. The City has requested that Inland and Fremont Dock presently grant the Trail and Temporary Construction Easement to the City and Fremont Dock and Inland are willing and desire to do so subject to the terms and conditions set forth in this Easement Agreement, and the City is desirous of accepting such Trail and Temporary Construction Easement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Trail Easement. Inland and Fremont Dock, for and on its own behalf and that of its successors and assigns, do hereby convey and quit claim unto the City and its successors, assigns, officers, partners, agents, employees, contractors, subcontractors, tenants, licensees and invitees, a perpetual, non-exclusive easement on and through portions of the Property, as that same area is more particularly described on Exhibit 1 attached hereto (the "Trail Easement") and shown on the sketch attached hereto as Exhibit 2. The area of the Trail Easement, as finally located within such described area, shall be referred to as the "Multi-Purpose Trail."

2. Grant of Temporary Construction Easement. Inland and Fremont Dock, for and on its own behalf and that of its successors and assigns, do hereby convey and quit claim unto the City and its successors and assigns, a temporary construction easement on and through such portion of the Fremont Dock Parking Property and the Property as more particularly described on Exhibit 3 attached hereto and incorporated herein by this reference, which is then used for vehicular ingress and egress; and, subject to the agreement of Fremont Dock, not to be unreasonably withheld, such additional portion which is otherwise appropriate and available for vehicular use without interfering with other tenants' use of the Fremont Dock Parking Property and which is necessary or convenient for the construction of the improvements within the Trail Easement Area ("Temporary Construction Easement"). This Temporary Construction Easement grants the City, its successors and assigns, contractors, agents, officers and employees the right to enter upon such portions of the Fremont Dock Parking Property described above as may be necessary for the purpose of initial development and construction of the improvements within the Multi-Purpose Trail, provided, that the City shall first give Fremont Dock written notice of the City's plans for use of the Temporary Construction Easement and provided that the City's use shall in no manner interfere unreasonably with other tenants' or subtenants' use of the Property which may become subject to the Temporary Construction Easement. The City shall bear all liability for its use of the Temporary Construction Easement and shall promptly repair any

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damage caused by its exercise of rights under the Temporary Construction Easement and shall indemnify and hold Fremont Dock harmless from and against all claims arising out of or related to the City's use of the Temporary Construction Easement.

3. Purpose. The Trail Easement is conveyed for all purposes necessary or incidental to the construction, operation, maintenance, improvement, enhancement and repair of a path or paths for pedestrians, bicycles, and other non-motorized muscle powered vehicles, small motorized wheel chairs and like equipment to permit handicapped use, planting strips, landscaping and related grading, granting to the City, its successors and assigns as owners of the Burke-Gilman Trail, its contractors, agents, officers and employees and to the public, free, open and continuous access on and through the Multi-Purpose Trail for the purposes above described.

4. Duration of Easements.

(a) Provided that construction of improvements within the Trail Easement is completed not later than January 31, 1995, the Trail Easement shall be perpetual so long as the use thereof continues by the public and shall inure to the benefit of the City and the public, and shall be binding upon Inland and Fremont Dock and their successors, assigns, mortgagees, lessees and sublessees.

(b) The Temporary Construction Easement shall commence 30 days after the date of written notice from the City to Fremont Dock of commencement of construction. It shall terminate automatically upon 60 days following the date upon which the City's Board of Public Works (or any successor City entity having such responsibility) accepts the improvements and the Multi Purpose Trail is open to the public.

5. Reaffirmation of Trail Agreement.

The parties hereby reaffirm all of the terms and provisions of the Trail Agreement, excepting only those terms and provisions pertaining to grant of the Trail Easement and the Temporary Construction Easement which are merged into this Easement Agreement, and the parties acknowledge and agree that the Trail Agreement remains in full force and effect and will remain in full force and effect during the entire term of the Trail Easement. Without limiting the foregoing, the City acknowledges that the provisions of Sections 1(d), 1(f), 3 and 4 remain in full force and effect and are enforceable in accordance with their terms.

6. Reservation of Rights. Inland and Fremont Dock shall not grant any permit, right or easement which would interfere with the City's or the public's exercise of their



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rights under the Easements. Inland and Fremont Dock retain all rights of use with respect to the property subject to the Trail Easement which do not interfere with the City's or the public's exercise of their rights, including but not limited to the right to use the subsurface for construction support or tiebacks, and use for utilities which do not interfere with the use of the Trail Easement except for the purposes of construction and maintenance, and provided such reservation of use for utilities shall not impair the City's authority to control utility hook-ups. Any exercise by Inland and Fremont Dock of their retained rights of use shall, however, be subject to scheduling of such use with the City and the City's approval of detour signing, if necessary, with the objective that any such use requiring a temporary re-routing would be accomplished in a manner to minimize disruption of the Multi-Purpose Trail's use. Fremont Dock retains the right at all times to deny access by the public to the Property and the Fremont Dock Property, not a part of the Multi-Purpose Trail. All development rights of Fremont Dock and any of its tenants as they now exist or may exist in the future are hereby reserved such that the Property and the Fremont Dock Property may be developed to the full extent permitted by law and such rights shall not be impaired in any way by this grant of the Trail Easement or the construction and use of the Multi-Purpose Trail. Without limiting the foregoing, it is agreed that no right to air, view or light are included within the grant of the Trail Easement, either expressly or by implication, with the sole exception of the grants and limitations applicable to air rights set forth in Sections 8(b) and 9 below.

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7. Title. Inland and Fremont Dock make no representation or warranty with respect to title to the Multi-Purpose Trail except that Inland and Fremont Dock warrant that neither has granted rights to any other person which would have priority over the rights granted to the City hereunder.

8. Trail Crossings.

(a) At Grade. Inland and Fremont Dock shall have the right to permit trail crossings for pedestrian purposes at grade as Inland and Fremont Dock may deem necessary or appropriate as part of any development or other use of the Property or the Fremont Dock Property, provided that such crossings shall not unreasonably interfere with the use of the Multi-Purpose Trail and provided, further, that pedestrians utilizing the crossings shall yield the right of way to Multi-Purpose Trail users. Fremont Dock shall have the right to place any signage, security and warning devices relating to such trail crossings located on the Fremont Dock Property. The City and Fremont Dock shall mutually agree on the signage, security and warning devices relating to such pedestrian crossings and located within the Trail Easement, but the final decisions



regarding signage within the Trail Easement and all other design characteristics of the Trail Easement shall be made by the City and the City shall have full responsibility for the same. The responsibility for signage, security and warning devices for Trail crossings at Stone Way North, North Northlake Way and the pedestrian crossing and ramp at Albion North shall be the responsibility of the City. Other motor vehicle crossings shall require prior City approval, with the exception that occasional use of fork lifts and similar vehicles to transport items to and from the building situated at the southwest corner of North 34th Street and Stone Way North shall be permitted.

(b) Overhead Crossings and Extensions. Fremont Dock retains the right to construct overhead crossings over the Trail Easement, subject to the City's approval. Such crossings may be either for ingress and egress for vehicles or pedestrians or may be for purpose of construction of other improvements. In addition, within the Trail Easement, Fremont Dock, subject to prior City approval, shall be permitted to extend building extensions and appurtenances on the Fremont Dock Property into the Trail Easement, provided no such building extensions and appurtenances shall occur over the fifteen (15) foot constructed pathway within the Trail and provided further that any existing building extensions shall not be deemed a violation of this Easement Agreement.

9. Air Rights. Insofar as the right to construct improvements within the physical air directly above the Trail Easement is involved, and subject to existing structures and improvements, the air rights pertaining to the Trail Easement area are included within the grant of the Trail Easement, provided that such grant shall not entitle the City to construct any improvements within such air space, excluding directional and regulatory signage and, subject to the approval of Fremont Dock, artwork.

10. Indemnities and Insurance.

(a) Indemnities. Subject to the provisions of the second sentence of this paragraph, each party agrees to indemnify, defend and hold all other parties harmless from and against all claims and all costs, expenses and liabilities (including reasonable attorneys fees) incurred in connection with all claims, actions or proceedings arising from or as a result of the death of or any accident, injury, loss or damage whatsoever caused to any natural person or the property of any person arising out of the negligence of such party, it being the intent of the parties that each shall be responsible for its own negligence and, in the case of joint negligence each shall have such right of contribution as is provided by law. Notwithstanding the foregoing, however, the parties agree that within the area of the Trail Easement neither Fremont Dock nor

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Inland shall have any liability or any obligation to contribute, and the City hereby agrees to indemnify, defend and hold Fremont Dock and Inland harmless from and against all claims and all costs, expenses and liabilities (including reasonable attorneys fees in the event the City does not accept a tender of defense of any such claim made against Fremont Dock or Inland) incurred in connection with all claims, actions or proceedings arising from or as a result of the death of or any accident, injury, loss or damage whatsoever caused to any natural person or the property of any person arising out of events occurring within the Trail Easement or otherwise related to or arising out of the Trail Easement or its use except to the extent and only to the extent that Fremont Dock and/or Inland have by their active negligence caused such events, and in no event shall Fremont Dock or Inland have any liability or contribution obligation for any omission or failure to act within the area of the Trail Easement.

(b) Insurance. The parties may carry such liability insurance as each determines in the exercise of its sole discretion. To the extent available without additional cost, each party, and its respective contractors and agents, shall name all other parties as additional insureds on each policy of insurance and provide to the other parties a certificate of such insurance including an endorsement providing that the same shall not be canceled without at least 30 days notice to the parties, and provided further that no party shall incur any liability for failing to name any other party as an additional insured. The parties agree to cooperate and take all necessary and reasonable steps required by any insurance carrier to minimize the risk of liability and to lower insurance premiums for any party carrying insurance.

11. Relocation of Trail Easement. Inland and Fremont Dock, subject to the limitations of this Section 11, reserve the right to relocate the Trail Easement or any other portion thereof on other property of Inland and Fremont Dock from time to time in the future as such relocation may be necessary or desirable as part of Inland's and Fremont Dock's then use or development of the property through which the Trail Easement passes provided that the Trail Easement shall at all times connect to the adjacent part of the Burke-Gilman Trail at the easterly and westerly ends of the Trail Easement; the dimension of the Multi-Purpose Trail are not materially altered, and a continuous, uninterrupted (except for private trail crossings) trail is provided. In addition, in the event that relocation occurs after the initial development and construction of the Multi-Purpose Trail, Inland and Fremont Dock shall pay the full cost of reconstruction for the relocated trail. In the event Fremont Dock desires to construct an improvement on the Trail Easement adjacent to the Fremont Dock Parking Property thereby requiring a relocation of the Trail Easement, then a permissible relocation of the Trail Easement shall be on the southern portion of the

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Fremont Dock Parking Property adjacent to North Northlake Way provided that the City also permits additional access to any such improvement from North 34th Street in addition to reasonable access from North Northlake Way, such relocation to be subject to City approval.

12. Ownership of Improvements. All structures, facilities, utilities, equipment, landscaping materials, plantings or improvements of any kind which are acquired, constructed or installed in or upon the Trail Easement by the City or at the City's cost and expense shall be and remain the property of the City. Any improvements in the Trail Easement constructed at Inland's and Fremont Dock's expense shall be and remain the property of Inland and Fremont Dock, provided that Inland and Fremont Dock may donate the same to the City and, subject to the provisions of paragraph 13 below, in such event the City agrees to accept and maintain the same.

13. Maintenance. The City at its cost shall maintain the Multi-Purpose Trail in a safe, reasonably clean and presentable condition, including care for all landscaping and provision of adequate drainage including cleaning of all drains.

14. Remedies. If any party shall fail to fully and timely perform any of its obligations hereunder and shall not correct such failure within thirty (30) days of written notice from any other party, the nondefaulting party may seek specific performance hereof, damages, or any other remedy available at law or equity. In any proceeding arising out of this Easement Agreement, the prevailing party, or the party which substantially prevails, as determined by the court, shall be awarded a reasonable amount for its attorneys' fees and expenses of suit.

15. Notices. Notices required to be in writing under this Agreement shall be given by certified mail, return receipt requested, by personal delivery or by facsimile transmission. Notices, if mailed, shall be deemed effective upon the second day following deposit thereof in the United States mail, upon transmission by facsimile, or upon personal delivery. Any party may change the address to which notices may be given by written notice of such change to the other parties.

To the City:

City of Seattle
Seattle Municipal Building
Seattle, Washington 98104
Attention: Director of
Engineering

To Inland:

Inland Properties, Inc.
c/o Washington Corporations
101 International Way
Missoula, Montana 59802

9203172094

Attention: John Crowley

Fremont Dock Company:

3301 Fremont Avenue North
Seattle, Washington 98103
Attention: Suzanne M. Burke

16. Recording of Easement. The parties hereto agree that this Easement shall be recorded with the King County Department of Records and Elections, and the City shall pay the recording costs.

17. Applicable Law. This Easement Agreement is executed under, and shall be construed in accordance with, the laws of the State of Washington.

18. Effective Date. This Easement shall be effective as of the date it is recorded with the King County Department of Records and Elections.

19. Waiver. The waiver by either Inland/Fremont Dock/City of the breach of any term set forth herein shall not be deemed to be a waiver of any subsequent breach of the same term or any other term.

20. As-Built. Upon completion of the improvements within the Multi-Purpose Trail, or any relocation thereof Inland and Fremont Dock may, with the City's concurrence, amend the description of the Trail Easement to conform with the actual as-built improvements within the Trail Easement.

21. Amendments. Neither this Easement Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought and by the party seeking enforcement of the same.

22. Approval or Consent. Whenever in this Trail Easement the consent or approval of the City is required, such consent or approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the day and year first above noted.

INLAND PROPERTIES, INC.

By: John H. Crowley
Its Vice President

9203172094

FREMONT DOCK COMPANY

By: Suzanne M. Burke
Its V.P. - General Manager

THE CITY OF SEATTLE

By: Norman Brooks
Its Mayor

Attest: Norman Brooks
City Comptroller

Montana
STATE OF WASHINGTON)
Missoula) SS.
COUNTY OF KING)

9203172094

On this day personally appeared before me John H. Rowley, to me known to be the Vice President of INLAND PROPERTIES, INC., the corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute said instrument on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9th day of March, 1992.

John H. Rowley
NOTARY PUBLIC in and for the
State of Washington, residing
at Missoula
My commission expires: Feb. 7, 1995



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Suzanne M. Burke, to me known to be the V.P. General Mgr of FREMONT DOCK COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute said instrument on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of March, 1992.

Joh W Hempelman
NOTARY PUBLIC in and for the State of Washington, residing at Seattle.
My commission expires: 7-9-94

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____, to me known to be the _____ of THE CITY OF SEATTLE, WASHINGTON, the municipal corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute said instrument on behalf of the municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 1992.

NOTARY PUBLIC in and for the State of Washington, residing at _____.
My commission expires: _____.

9203172094



EXHIBIT A

All that portion of the railroad right-of-way previously owned by Burlington Northern Railway Company, bounded on the west by the western boundary of the Edgewater Plat to the City of Seattle, as recorded in Book 3, Page 141 of Plats, bounded on the east by the western boundary of Gas Works Park, in Seattle, King County, Washington, bounded on the north by North Northlake Place and North 34th Street and bounded on the south by North Northlake Way.

9203172094



That portion of the South half of Section 18, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing at the intersection of the center lines of Woodland Park Ave. N. and N. 34th Street; thence Easterly along the center line of N. 34th Street 34.34 feet; thence Southerly on a line perpendicular to N. 34th Street 30.00 feet to the South line of N. 34th Street and the True Point of Beginning; thence Westerly along the South line of N. 34th Street to the most Easterly line projected Northerly of that property condemned by the State of Washington on December 11, 1929, for State Road No. 1 (Aurora Avenue North) under King County Superior Court Cause No. 224187; thence Southerly along said projected line to a line parallel to and 18.00 feet distant as measured perpendicular to the South line of N. 34th Street; thence Easterly along said parallel line to a point opposite the True Point of Beginning; thence on a line perpendicular to N. 34th Street 18.00 feet to the True Point of Beginning.

2

That portion of the South half of Section 18, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing at the intersection of the center lines of Woodland Park Ave. N. and N. 34th Street; thence Easterly along the center line of N. 34th Street 34.34 feet; thence Southerly on a line perpendicular to N. 34th Street 30.00 feet to the South line of N. 34th Street; thence continuing Southerly on said line 4.00 feet to the True Point of Beginning; thence Southeasterly to a point 2.00 feet North of the Southwest corner of the "Fremont Station" building, as shown on page 76 of Field Book 2609MM, records of Seattle Engineering Department, measured along a line perpendicular to N. 34th Street; thence Southerly along said perpendicular line 14.00 feet to a point opposite and 12.00 feet distant from said Southwest corner; thence Northwesterly along a straight line to a point opposite and 14.00 feet distant from the True Point of Beginning; thence Northerly along a line perpendicular to N. 34th Street, 14.00 feet to the True Point of Beginning.

9203172094

That portion of the South half of Section 18, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:

3

Commencing at the intersection of the center lines of Woodland Park Ave. N. and N. 34th Street; thence Easterly along the centerline of N. 34th Street 107.72 feet to a point opposite the Southwest corner of the "Fremont Station" building, as shown on page 76 of Field Book 2609MM, records of Seattle Engineering Dept.; thence Southerly on a line perpendicular to N. 34th Street 51.12 feet to said Southwest corner and the True Point of Beginning; thence Easterly along the South line of said building and its extension to the West line of Stone Way N.; thence South along said West line to a line parallel to and 12.00 feet distant, as measured perpendicular to, the above South building line; thence Westerly along said parallel line to a point opposite the True Point of Beginning; thence Northerly on a line perpendicular to N. 34th Street 12.00 feet to the True Point of Beginning.

That portion of the South half of Section 18, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:

4

Beginning at the intersection of the South line of N. 34th Street and the East line of Stone Way N.; thence along the South line of N. 34th Street to an intersection with the projection Southerly of the Westerly line of Edgewater Addition as recorded in Volume 3 of Plats, Page 141, Records of King County, Washington; thence Southerly along said projected West line to an intersection with a line parallel to and 13.00 feet distant from the South line of N. 34th Street as measured perpendicular to said South line; thence Westerly along said parallel line to the East line of Stone Way N; thence Northerly along said East line to the Beginning.

9203172094

Channelization and Signing Legend

- This sheet only
- Install
 - L-7 4" White Paint
 - L-27 Peg
 - L-28 Bicycle
 - L-28A Bicycle

Paving Legend

Unless Otherwise Noted:

- asph. 1. 3" Class 9 sub base, 4" base, 1" finish
- asph. 2. 2" Class 9 sub base, 4" base, 1" finish
- asph. 3. 1" Class 9 sub base, 4" base, 1" finish
- asph. 4. 1" Class 9 sub base, 4" base, 1" finish
- asph. 5. 1" Class 9 sub base, 4" base, 1" finish
- asph. 6. 1" Class 9 sub base, 4" base, 1" finish
- asph. 7. 1" Class 9 sub base, 4" base, 1" finish
- asph. 8. 1" Class 9 sub base, 4" base, 1" finish
- asph. 9. 1" Class 9 sub base, 4" base, 1" finish
- asph. 10. 1" Class 9 sub base, 4" base, 1" finish
- asph. 11. 1" Class 9 sub base, 4" base, 1" finish
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N. 34th St.

N Northlake Way

EXHIBIT 2

NO.	DATE	BY	REVISION
1	5/24/12	GH	ISSUED FOR CONSTRUCTION
2	5/24/12	GH	REVISED FOR PUBLIC REVIEW
3	5/24/12	GH	REVISED FOR PUBLIC REVIEW
4	5/24/12	GH	REVISED FOR PUBLIC REVIEW
5	5/24/12	GH	REVISED FOR PUBLIC REVIEW
6	5/24/12	GH	REVISED FOR PUBLIC REVIEW
7	5/24/12	GH	REVISED FOR PUBLIC REVIEW
8	5/24/12	GH	REVISED FOR PUBLIC REVIEW
9	5/24/12	GH	REVISED FOR PUBLIC REVIEW
10	5/24/12	GH	REVISED FOR PUBLIC REVIEW

NO.	DATE	BY	REVISION
1	5/24/12	GH	ISSUED FOR CONSTRUCTION
2	5/24/12	GH	REVISED FOR PUBLIC REVIEW
3	5/24/12	GH	REVISED FOR PUBLIC REVIEW
4	5/24/12	GH	REVISED FOR PUBLIC REVIEW
5	5/24/12	GH	REVISED FOR PUBLIC REVIEW
6	5/24/12	GH	REVISED FOR PUBLIC REVIEW
7	5/24/12	GH	REVISED FOR PUBLIC REVIEW
8	5/24/12	GH	REVISED FOR PUBLIC REVIEW
9	5/24/12	GH	REVISED FOR PUBLIC REVIEW
10	5/24/12	GH	REVISED FOR PUBLIC REVIEW

9203172094

Paving, Drainage,
 Channelization and Signing Plan

Burke Gilman Bike Trail
 Meridian Ave N to 3rd Ave NW
 By Paving, Etc

See Sht 26 for Landscaping Plan.
 Waterway # 23

THE CITY OF SEATTLE
 DEPARTMENT OF TRANSPORTATION
 400 WEST ALASKA STREET, SUITE 1000
 SEATTLE, WASHINGTON 98101
 PHONE: 206.386.3000
 FAX: 206.386.3000



NO.	DATE	BY	REVISION
1	5/24/12	GH	ISSUED FOR CONSTRUCTION
2	5/24/12	GH	REVISED FOR PUBLIC REVIEW
3	5/24/12	GH	REVISED FOR PUBLIC REVIEW
4	5/24/12	GH	REVISED FOR PUBLIC REVIEW
5	5/24/12	GH	REVISED FOR PUBLIC REVIEW
6	5/24/12	GH	REVISED FOR PUBLIC REVIEW
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8	5/24/12	GH	REVISED FOR PUBLIC REVIEW
9	5/24/12	GH	REVISED FOR PUBLIC REVIEW
10	5/24/12	GH	REVISED FOR PUBLIC REVIEW

APPROVED FOR CONSTRUCTION
 BY THE BOARD OF PUBLIC
 UTILITIES COMMISSIONERS
 DATE: 5/24/12
 BY: [Signature]



9203172094

①

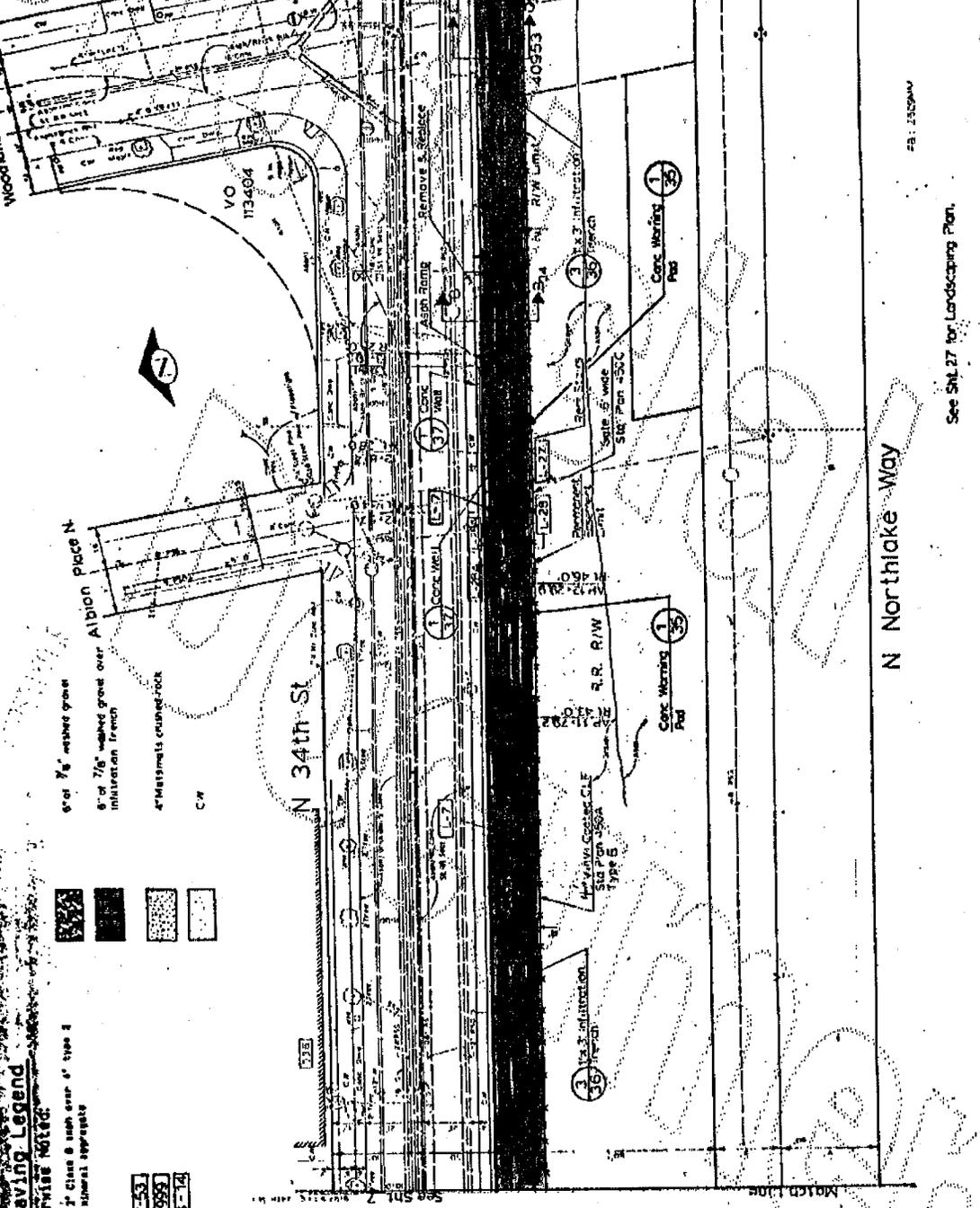
That portion of the South half of Section 18, Township 25-North, Range 4 East, W.M., in King County, Washington, described as follows:
Commencing at the intersection of the center lines of Woodland Park Ave. N. and N. 34th Street; thence Easterly along the center line of N. 34th Street 34.34 feet; thence Southerly on a line perpendicular to N. 34th Street 30.00 feet to the South line of N. 34th Street and the True Point of Beginning; thence Westerly along the South line of N. 34th Street to the most Easterly line projected Northerly of that property condemned by the State of Washington on December 11, 1929, for State Road No. 1 (Aurora Avenue North) under King County Superior Court Cause No. 224187; thence Southerly along said projected line to a line parallel to and 18.00 feet distant as measured perpendicular to the South line of N. 34th Street; thence Easterly along said parallel line to a point opposite the True Point of Beginning; thence on a line perpendicular to N. 34th Street 18.00 feet to the True Point of Beginning.

9203172094



Channelization and Signing Legend

- This sheet only
 Install
- L-27 Ped.
 - L-28 Bicycle
 - L-29A Arrow
 - L-7 6" White Paint



Paving Legend

- Unless otherwise noted:
- Asph 1 2" Class 6 sub base of type 3
 - Subgrade appropriate



See Sht. 27 for Landscaping Plan.

**Paving, Drainage,
 Channelization and Signing Plan**

Burke Gilman Bike Trail
 Meridian Ave N to 3rd Ave NW
 By Paving, Etc



APPROVED FOR CONSTRUCTION BY THE BOARD OF PUBLIC WORKS

DATE: 5/24/12

BY: [Signature]

APPROVED FOR INSTALLATION BY THE BOARD OF PUBLIC WORKS

DATE: 5/24/12

BY: [Signature]



9203172094

2

That portion of the South half of Section 18, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing at the intersection of the center lines of Woodland Park Ave. N. and N. 34th Street; thence Easterly along the center line of N. 34th Street 34.34 feet; thence Southerly on a line perpendicular to N. 34th Street 30.90 feet to the South line of N. 34th Street; thence continuing Southerly on said line 4.00 feet to the True Point of Beginning; thence Southeasterly to a point 2.00 feet North of the Southwest corner of the "Fremont Station" building, as shown on page 76 of Field Book 2609MM, records of Seattle Engineering Department, measured along a line perpendicular to N. 34th Street; thence Southerly along said perpendicular line 14.00 feet to a point opposite and 12.00 feet distant from said Southwest corner; thence Northwesterly along a straight line to a point opposite and 14.00 feet distant from the True Point of Beginning; thence Northerly along a line perpendicular to N. 34th Street, 14.00 feet to the True Point of Beginning.

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3
That portion of the South half of Section 18, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:
Commencing at the intersection of the center lines of Woodland

Park Ave. N. and N. 34th Street; thence Easterly along the centerline of N. 34th Street 107.72 feet to a point opposite the Southwest corner of the "Preston Station" building, as shown on page 76 of Field Book 2609MM, records of Seattle Engineering Dept.; thence Southerly on a line perpendicular to N. 34th Street 51.12 feet to said Southwest corner and the True Point of Beginning; thence Easterly along the South line of said building and its extension to the West line of Stone Way N.; thence South along said West line to a line parallel to and 12.00 feet distant, as measured perpendicular to, the above South building line; thence Westerly along said parallel line to a point opposite the True Point of Beginning; thence Northerly on a line perpendicular to N. 34th Street 12.00 feet to the True Point of Beginning.

4
That portion of the South half of Section 18, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:
Beginning at the intersection of the South line of N. 34th Street and the East line of Stone Way N.; thence along the South line of N. 34th Street to an intersection with the projection Southerly of the Westerly line of Edgewater Addition as recorded in Volume 3 of Plats, Page 141, Records of King County, Washington; thence Southerly along said projected West line to an intersection with a line parallel to and 13.00 feet distant from the South line of N. 34th Street as measured perpendicular to said South line; thence Westerly along said parallel line to the East line of Stone Way N.; thence Northerly along said East line to the Beginning.

9203172094

9203172094



EXHIBIT 3

AN EASEMENT for construction purposes, the southerly line of which lies ten feet southerly as measured at right angles to the southerly line of the Multi-Purpose Trail easement described in Exhibit 1, and also lying between the projection southerly of the easterly and westerly end lines of said Multi-Purpose Trail easement, less any area occupied by an existing structure.

9203172094

Unofficial
Document
Document



After recording, return to:
City of Seattle
Attention: Larry Huggins, SDOT Real Property
P.O. Box 34996
Seattle, WA 98124-4996

TRAIL EASEMENT AGREEMENT

GRANTORS: Fremont Dock Co., a Washington corporation
The Quadrant Corporation, a Washington corporation
Fremont Lake Union Center LLC, a Delaware limited liability
company
Park View Waterside LLC, a Washington limited liability
company
SMB of Seattle, LLC, a Washington limited liability company
Limpopo Properties, LLC, a Washington limited liability
company
BBK Lake View, LLC, a Delaware limited liability company
Quadrant Lake Union Center Owners' Association, a
Washington nonprofit corporation

GRANTEE: The City of Seattle, a municipal corporation of the State of
Washington

ABBREVIATED LEGAL DESCRIPTIONS: Ptn. Blocks 71-72, Denny and Hoyt's
Add., Vol 2, pg. 136; Ptn. Blocks 71-73, Denny and Hoyt's
Add., Vol. 2; Ptn. Blocks 81,82,& 83, Denny and Hoyt's
Supplemental Plat; Ptn. Blocks 84-85, Denny and Hoyt's
Supplemental Plat, Vol. 3, pg. 3; Ptn. Lot 1, Block 98, Lake
Union Shorelands, Ptn. SW ¼, 18-25-04

TAX PARCEL NOS.: 197220-6512; 197220-6514; 197320-0353; 197320-0385;
197320-0389.

RELATED DOCUMENT: King County Recording No. 9203172094



TRAIL EASEMENT AGREEMENT

THIS TRAIL EASEMENT AGREEMENT ("Trail Easement Agreement") is made as of this ____ day of _____, 20__, by and among FREMONT DOCK CO., a Washington corporation ("FDC"), THE QUADRANT CORPORATION, a Washington corporation, ("Quadrant"), FREMONT LAKE UNION CENTER LLC, a Delaware limited liability company ("FLUC"), PARK VIEW WATERSIDE LLC, a Washington limited liability company ("Park View"), SMB OF SEATTLE, LCC, a Washington limited liability company ("Sound Mind and Body"), LIMPOPO PROPERTIES, LLC, a Washington limited liability company ("LP"), BBK LAKE VIEW, LLC, a Delaware limited liability company ("BBK"), QUADRANT LAKE UNION CENTER OWNERS' ASSOCIATION, a Washington nonprofit corporation ("Association") (collectively, "GRANTORS") and THE CITY OF SEATTLE, a municipal corporation of the State of Washington ("City").

RECITALS

A. On June 15, 1987, FDC entered into a ground lease with Quadrant for property, referred to in the Trail Agreement (defined in Recital B below) as the Waterfront Property, which lease has been amended from time to time. The Waterfront Property is legally described in Exhibit C to the Trail Agreement and Exhibit A to this Trail Easement Agreement, and incorporated herein. Subsequently, Quadrant developed the Waterfront Property with a building and parking complex known as the Quadrant Lake Union Center ("Center"), entered into ground subleases for certain buildings and parking areas, and formed the Association. Quadrant also granted to all building owners within the Center a non-exclusive easement over all of the common areas.

B. In 1989, FDC acquired property from Inland Properties, Inc., a Montana corporation ("Inland"), which had acquired the interest of Burlington Northern Railroad Company ("BN") in certain railroad right-of-way property, described on Exhibit B ("RR Property"). The City, desiring to extend the bicycle/pedestrian path commonly known as the Burke-Gilman Trail through or in the vicinity of the RR Property, asked the Interstate Commerce Commission ("ICC") to investigate and determine whether BN violated statutory abandonment procedures by entering into sale agreement with Inland to divest itself of its interest in the RR Property without ICC permission. The ICC instituted declaratory order proceedings. The City, Inland, FDC and Quadrant participated in the ICC proceedings and came to a compromise and agreement regarding the RR Property embodied in an agreement by and among Inland, FDC, Quadrant and the City dated January 24, 1989 ("Trail Agreement").

C. Under the terms of the Trail Agreement, Inland and FDC agreed to convey a Trail Easement (as defined in the Trail Agreement) over a portion of the RR Property to the City, and FDC and Quadrant agreed to convey a Trail Easement (as defined in the



Trail Agreement) over a portion of the Waterfront Property. Inland and FDC conveyed a Trail Easement over a portion of the RR Property to the City by Easement Agreement dated as of March 10, 1992 and recorded under King County Recording No. 9203172094 (“1992 Trail Easement”), and the City constructed an extension of the Burke-Gilman Trail within the trail easement area described in the 1992 Trail Easement. FDC now owns Inland’s interest in the RR Property. Quadrant constructed an extension of the Burke-Gilman Trail on a portion of the Waterfront Property, but FDC and Quadrant did not prepare a legal description of the Trail Easement area on the Waterfront Property or convey to the City the Trail Easement on the Waterfront Property.

D. Pursuant to a March 7, 2005 amendment to the Trail Agreement (executed in connection with the Agreement Concerning Bridge, Initial Bridge Work, Bridge Work and Grant of Easements, dated as of March 7, 2005, among the City, FDC, Quadrant, FLUC, Park View and the Association), the City assumed the duty of preparing the legal description for the Trail Easement on the Waterfront Property in anticipation of the need to re-align the previously constructed trail. The adjustments to the trail location have been completed. The parties also agreed that the rights and obligations contained in the March 7, 2005 amendment to the Trail Agreement (“2005 Amendment”) would be included in this Trail Easement Agreement.

E. Portions of the Waterfront Property are currently subleased to FLUC (owner of the Waterfront Building); Park View (owner of the Waterside Building); Sound Mind and Body (owner of the Sound Mind and Body Building); LP (owner of the Canal View Building); and BBK (owner of the Lakeview Building).

F. A portion of the Waterfront Property, described as Parcel I in Exhibit A attached hereto, is owned by the United States of America, by and through the Department of the Army. Previously, Parcel I was leased to FDC. The lease has been replaced with a 50-year term easement (No. DACW67-2-91-29) from the Department of the Army, as grantor, to FDC and its heirs, successors, lessees and assigns, including Quadrant, as grantee, for “right-of-way to construct, operate, and maintain a bicycle and walking, public access and recreational trail, including, without limitation, open space, landscaping, drainage, utilities, parking and moorage” over, under, across, in, and upon Parcel I (“Term Easement”). The Term Easement was executed on September 14, 1992 and recorded under King County recording number 9210131615.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Trail Easement. Grantors, FDC, Quadrant, FLUC, Park View, Sound Mind and Body, LP, BBK, and the Association, on behalf of themselves and their successors and assigns, do hereby convey and quit claim unto the City and its



successors, assigns, officers, partners, agents, employees, contractors, subcontractors, tenants, licensees and invitees, a perpetual non-exclusive easement on and through portions of the Waterfront Property described on Exhibit C attached hereto (the "Trail Easement") and shown on the sketches attached hereto as Exhibit D. The Trail Easement area is also referred to as the "Multi-Purpose Trail."

2. Purpose. The Trail Easement is conveyed for all purposes necessary or incidental to the construction, operation, maintenance, improvement, enhancement and repair of a path or paths for pedestrians, bicycles and other non-motorized muscle powered vehicles, small motorized wheel chairs and like equipment to permit handicapped use, planting strips, landscaping and related grading, granting to the City, its successors and assigns as owners of the Burke-Gilman Trail, its contractors, agents, officers and employees and to the public, free, open and continuous access on and through the Multi-Purpose Trail for the purposes above-described.

3. Duration of Easement. The Trail Easement shall be perpetual so long as the use thereof continues by the public and shall inure to the benefit of the City and the public, and shall be binding upon Grantors and their successors, assigns, mortgagees, lessees and sublessees.

4. Reaffirmation of Trail Agreement. The parties hereby reaffirm all of the terms and provisions of the Trail Agreement, as amended by the 2005 Amendment, excepting only those terms and provisions pertaining to the grant of this Trail Easement that are merged into this Trail Easement Agreement, and the parties acknowledge and agree that the Trail Agreement, as amended by the 2005 Amendment, remains in full force and effect and will remain in full force and effect during the entire term of this Trail Easement Agreement.

5. Reservation of Rights. Grantors shall not grant any permit, right or easement which would interfere with the City's or the public's exercise of their rights under this Trail Easement Agreement. Grantors retain all rights of use with respect to their respective interests in the Waterfront Property subject to the Trail Easement which do not interfere with the City's or the public's exercise of their rights, including but not limited to (if applicable) the right to use the subsurface for construction support or tiebacks, and use for utilities which do not interfere with the use of the Trail Easement except for the purposes of construction and maintenance, and provided such reservation of use for utilities shall not impair the City's authority to control utility hook-ups. Any exercise by Grantors of their retained rights of use shall, however, be subject to scheduling of such use with the City and the City's approval of detour signing, if necessary, with the objective that any such use requiring a temporary re-routing would be accomplished in a manner to minimize disruption of the Multi-Purpose Trail's use. FDC and Quadrant retain the right at all times to deny access by the public to the Waterfront Property not a part of the Multi-Purpose Trail. All development rights of FDC and



Quadrant and any of their tenants as they now exist or may exist in the future are hereby reserved such that the Waterfront Property may be developed to the full extent permitted by law and such rights shall not be impaired in any way by this grant of the Trail Easement or the construction and use of the Multi-Purpose Trail. Without limiting the foregoing, it is agreed that no right to air, view or light are included within the grant of the Trail Easement, either expressly or by implication, with the sole exception of the grants and limitations applicable to air rights as set forth in Sections 7(b) and 8 below.

6. Title. Grantors make no representation or warranty with respect to title to the Multi-Purpose Trail except that each Grantor warrants that it has not granted rights to any other person which would have priority over the rights granted to the City hereunder. It is acknowledged that a portion of the Trail Easement is located on Parcel I, owned by the United States of America and legally described in Exhibit A attached hereto, pursuant to the Term Easement. In the event the Term Easement is terminated or not renewed at any time while the Trail Easement remains in effect, any portion of the Trail Easement located on Parcel I and which is not permitted to remain after termination or expiration of the Term Easement must be replaced by FDC and Quadrant pursuant to the provisions of Section 10 below. FDC and Quadrant agree to exercise their reasonable best efforts to obtain an extension of and comply with the terms of the Term Easement.

7. Trail Crossings.

(a) At Grade. FDC and Quadrant shall have the right to permit trail crossings for pedestrian purposes at grade as FDC and Quadrant may deem necessary or appropriate as part of any development or other use of the Waterfront Property, provided that such crossings shall not unreasonably interfere with the use of the Multi-Purpose Trail and provided, further, that pedestrians utilizing the crossings shall yield the right of way to Multi-Purpose Trail users. FDC and Quadrant shall have the right to place any signage, security and warning devices relating to such trail crossings located on the Waterfront Property. The City and FDC and Quadrant shall mutually agree on the signage, security and warning devices relating to such pedestrian crossings and located within the Multi-Purpose Trail, but the final decisions regarding signage within the Multi-Purpose Trail and all other design characteristics of the Multi-Purpose Trail shall be made by the City and the City shall have full responsibility for the same. Motor vehicle crossings shall require prior City approval.

(b) Overhead Crossings and Extensions. FDC and Quadrant retain the right to construct overhead crossings over the Trail Easement, subject to the City's approval. Such crossings may be either for ingress and egress for vehicles or pedestrians or may be for purpose of construction of other improvements.

8. Air Rights. Insofar as the right to construct improvements within the physical air directly above the Trail Easement is involved, and subject to the reservation



in Section 7(b) above, the air rights pertaining to the Trail Easement area are included within the grant of the Trail Easement, provided that such grant shall not entitle the City to construct any improvements within such air space, excluding directional and regulatory signage and lighting and, subject to the approval of FDC and Quadrant, artwork.

9. Indemnities and Insurance.

(a) Indemnities. Subject to the provisions of the second sentence of this paragraph, each party agrees to indemnify, defend and hold all other parties harmless from and against all claims and all costs, expenses and liabilities (including reasonable attorneys fees) incurred in connection with all claims, actions or proceedings arising from or as a result of the death of or any accident, injury, loss or damage whatsoever caused to any natural person or the property of any person arising out of the negligence of such party, it being the intent of the parties that each shall be responsible for its own negligence and, in the case of joint negligence each shall have such right of contribution as is provided by law. Notwithstanding the foregoing, however, the parties agree that within the area of the Trail Easement none of the Grantors shall have any liability or any obligation to contribute, and the City hereby agrees to indemnify, defend and hold Grantors harmless from and against all claims and all costs, expenses and liabilities (including reasonable attorneys fees in the event the City does not accept a tender of defense of any such claim made against Grantors) incurred in connection with all claims, actions or proceedings arising from or as a result of the death of or any accident, injury, loss or damage whatsoever caused to any natural person or the property of any person arising out of events occurring within the Trail Easement area or otherwise related to or arising out of the Trail Easement or its use except to the extent and only to the extent that Grantors, or any one of the Grantors, have by their active negligence caused such events, and in no event shall any Grantor have any liability or contribution obligation for any omission or failure to act within the area of the Trail Easement.

(b) Insurance. The parties may carry such liability insurance as each determines in the exercise of its sole discretion. To the extent available without additional cost, each party, and its respective contractors and agents, shall name all other parties as additional insureds on each policy of insurance and provide to the other parties a certificate of such insurance including an endorsement providing that the same shall not be canceled without at least 30 days notice to the parties, and provided further that no party shall incur any liability for failing to name any other party as an additional insured. The parties agree to cooperate and take all necessary and reasonable steps required by any insurance carrier to minimize the risk of liability and to lower insurance premiums for any party carrying insurance.

10. Relocation of Trail Easement. FDC and Quadrant, subject to the limitations of this Section 10, reserve the right to relocate the Trail Easement or any other



portion thereof on other property of FDC or FDC and Quadrant from time to time in the future as such relocation may be necessary or desirable as part of FDC's and Quadrant's then use or development of the property through which the Trail Easement passes provided that the Trail Easement shall at all times connect to the adjacent part of the Burke-Gilman Trail at the easterly and westerly ends of the Trail Easement, the dimensions of the Multi-Purpose Trail are not materially altered, and a continuous, uninterrupted (except for private trail crossings) trail is provided. In addition, FDC and Quadrant shall pay the full cost of the reconstruction for the relocated trail. The area of the Multi-Purpose Trail used for the bike and pedestrian path and located within the Waterfront Property adjacent to the Waterside, however, shall in any event not be relocated away from the Waterside in a manner which would permit construction of above ground improvements between the Trail Easement and the Waterside without the City's approval. The basis for such approval shall depend upon the facts and circumstances then existing, but any need to use the property subject to the Trail Easement for a water dependent use shall be a significant factor in favor of the City granting such approval, acknowledging, however, the City's need to balance the priorities of providing public access to the water and encouraging water dependent uses pursuant to the Shoreline Management Act of 1971, as amended. As used herein the term "Waterside" shall mean those portions of the Multi-Purpose Trail abutting the Lake Washington Ship Canal or Lake Union at the Ordinary High Water Mark as defined in the Shoreline Management Act of 1971, as amended, or the top of the slope abutting Waterway 23.

11. Donation and Ownership of Improvements. All structures, facilities, utilities, equipment, landscaping materials, plantings or improvements of any kind which are acquired, constructed or installed in or upon the Trail Easement by the City or at the City's cost and expense shall be and remain the property of the City. FDC and Quadrant hereby donate to the City, and the City hereby accepts the donation of, all improvements in the Trail Easement constructed at FDC's and Quadrant's expense (but not any real property interest other than the Trail Easement as conveyed herein).

12. Maintenance. The City, its successors and assigns, at their cost, shall maintain the Multi-Purpose Trail to at least the same standard of maintenance actually performed by the City on those portions of the trail located on the RR Property and covered by the 1992 Trail Easement. In the event that Quadrant or FDC desire to perform any maintenance of the Multi-Purpose Trail, they shall schedule such maintenance with the City and obtain the City's prior approval of detour signing, if necessary, with the objective that any such maintenance requiring a temporary re-routing would be accomplished in a manner to minimize disruption of the Multi-Purpose Trail's use. Any maintenance performed by Quadrant or FDC shall be at their sole cost and expense and to at least the same standard of maintenance actually performed by the City on those portions of the trail located on the RR Property and covered by the 1992 Trail Easement.



13. Bridge Work.

(a) Temporary Suspensions of Trail Use. The City may temporarily suspend use by the general public of all or any portion of the Multi-Purpose Trail for Bridge Work, as defined in the 2005 Amendment and in the Non-Exclusive Easement for Bridge Work and Subordination Agreement granted in 2005 and recorded under King County recording number 20050307001884 ("Bridge Work Easement"). The suspensions of use for Bridge Work will not terminate or permit Grantors to terminate the 1992 Trail Easement or the Trail Easement. The City shall give Grantors 60 days written notice of the City's plans for any suspensions of use by the general public except in case of emergency.

(b) Construction Use and Occupancy. The City, its contractors, agents, officers and employees, may use and occupy the Multi-Purpose Trail for Bridge Work pursuant to and subject to the terms and conditions of the Bridge Work Easement.

(c) Realignment of Multi-Purpose Trail. Subject to final approval of Grantors, which shall not be unreasonably withheld, the City may realign the Multi-Purpose Trail to accommodate structural changes to the Bridge (as defined in the 2005 Amendment and the Bridge Work Easement) from Bridge Work. Any such realignment shall occur exclusively within the existing boundaries of the Multi-Purpose Trail.

(d) Repair and Reconstruction of the Multi-Purpose Trail. Upon completion of Bridge Work, the City shall, without cost or expense to Grantors, repair or reconstruct (as necessary) the Multi-Purpose Trail to a condition that is at least as good as the condition of the Multi-Purpose Trail prior to its use and occupation for Bridge Work.

14. Remedies. If any party shall fail to fully and timely perform any of its obligations hereunder and shall not correct such failure within thirty (30) days of written notice from any other party, the nondefaulting party may seek specific performance hereof, damages, or any other remedy available at law or equity. In any proceeding arising out of this Trail Easement Agreement, the prevailing party, or the party which substantially prevails, as determined by the court, shall be awarded a reasonable amount for its attorneys' fees and expenses of suit.

15. Notices. Notices required to be in writing under this Trail Easement Agreement shall be given by certified mail, return receipt requested, or by personal delivery. Notices, if mailed, shall be deemed effective upon the second day following deposit thereof in the United States mail, or immediately upon personal delivery. Any party may change the address to which notices may be given by written notice of such change to the other parties.



To the City: Seattle Department of Transportation
700 5th Avenue, #3900
PO Box 34996
Seattle, WA 98124-4996
Attention: Director

To FDC: Fremont Dock Co.
3401 Evanston Ave., N.
Suite A
Seattle, WA 98103

To Quadrant: The Quadrant Corporation
(Street address)
14725 SE 36th Street, Suite 200
Bellevue, Washington 98006
(Mailing Address)
P.O. Box 130
Bellevue, Washington 98009

To FLUC: Fremont Lake Union Center LLC
c/o CBRE
710 Second Ave., Suite #730
Seattle, Washington 98104

with a copy to:
Union Investment Real Estate GmbH
Valentinskamp 70/ EMPORIO
20355 Hamburg Germany

To Park View: Washington Capital Management, Inc.
Mel Morgan, Asset Manager
1301 5th Avenue, Suite 3100
Seattle, Washington 98101

To Sound Mind and Body:
Sound Mind and Body
437 N. 34th Street
Seattle, Washington 98103

with a copy to:
c/o Stephen C. Grey & Associates, LLC
2633 Eastlake Avenue E., Suite 300
Seattle, Washington 98102



To LP: Limpopo Properties, LLC
c/o Stephen C. Grey & Associates, LLC
2633 Eastlake Avenue E., Suite 300
Seattle, Washington 98102

To BBK: BBK Lake View, LLC
c/o Collier's International
Attn: Steven Mace, Account Manager
Real Estate Management Services
601 Union Street, Suite 5300
Seattle, Washington 98101

To the Association:
Quadrant Lake Union Center Owners' Association
c/o Stephen C. Grey & Associates, LLC
2633 Eastlake Avenue E., Suite 300
Seattle, Washington 98102

16. Recording of Trail Easement Agreement. The parties hereto agree that this Trail Easement Agreement shall be recorded with the King County Department of Records and Elections, and the City shall pay the recording costs.

17. Applicable Law. This Trail Easement Agreement is executed under, and shall be construed in accordance with, the laws of the State of Washington.

18. Effective Date. This Trail Easement Agreement shall be effective as of the date it is recorded with the King County Department of Records and Elections ("Effective Date").

19. Waiver. The waiver by any party of the breach of any term set forth herein shall not be deemed to be a waiver of any subsequent breach of the same term or any other term.

20. As-Built. Upon relocation, if any, of the Trail Easement, FDC and Quadrant may, with the City's concurrence, amend the legal description of the Trail Easement to conform to the actual re-built improvements.

21. Amendments. Neither this Trail Easement Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by instrument in writing signed by the party or parties against whom enforcement of the change, waiver, discharge or termination is sought and by the party or parties seeking enforcement of the same.



22. Approval or Consent. Whenever in this Trail Easement Agreement the consent or approval of the City is required, such consent or approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed this Trail Easement Agreement as of the Effective Date above noted.

FREMONT DOCK CO.,
a Washington corporation.

By: _____
Suzanne M. Burke, President

THE QUADRANT CORPORATION,
a Washington corporation

By: _____
James Sansburn, Vice President of Finance

FREMONT LAKE UNION CENTER LLC,
a Delaware limited liability company

By: _____
Sabine Ruppel, Director

By: _____
Berit Emme, Director



PARK VIEW WATERSIDE LLC,
a Washington limited liability company

By: Washington Capital Management, Inc.,
a Washington limited liability company, its Investment Manager

By: _____
Cory A. Carlson, Director, Equity Real Estate

SMB OF SEATTLE LLC,
a Washington limited liability company

By: _____
Richard Harrington, Chief Manager

LIMPOPO PROPERTIES LLC,
a Washington limited liability company

By: _____
Michael Almquist, Managing Member

BBK LAKE VIEW, LLC,
a Delaware limited liability company

By: _____
Albert J. Jehle, Vice President



QUADRANT LAKE UNION CENTER OWNERS' ASSOCIATION,
a Washington non-profit corporation,

By: _____
Richard Harrington, President

THE CITY OF SEATTLE,
a Washington municipal corporation

By: _____
Peter Hahn,
Director of Transportation



PARCEL A

That portion of Blocks 71, 72, and 73, DENNY & HOYT'S ADDITION to the City of Seattle, according to the plat recorded in Volume 2 of Plats, page 136; AND of Blocks 81, 82, and 83, DENNY & HOYT'S SUPPLEMENTAL PLAT to the City of Seattle, according to the plat recorded in Volume 3 of Plats, page 3, in King County, Washington; AND ALSO of the vacated streets and alleys as vacated by the City of Seattle Ordinances 10471, 12830, 76425, and 76726, that attached by operation of law; described as follows:

BEGINNING at the intersection of the Westerly margin of Fremont Avenue North, as condemned on August 16, 1909, under King County Superior Court Cause No. 62184, and as provided by City of Seattle Ordinance No. 17629, with the Southerly margin of the 100 foot railroad right-of-way as conveyed under King County Recording Nos. 14678 and 265492, the centerline of which is delineated on said DENNY & HOYT'S ADDITION to the City of Seattle;

thence Southerly along said Westerly margin of Fremont Avenue North to its intersection with the centerline of the vacated alley between Blocks 81 and 80 of said DENNY & HOYT'S SUPPLEMENTAL PLAT to the City of Seattle; thence Westerly along the centerline of said vacated alley, to its intersection with the Northeasterly margin of the Lake Washington Canal, as condemned on November 25, 1898, under King County Superior Court Cause No. 21942; thence Northwesterly along said Northeasterly margin of the Lake Washington Canal to its intersection with the West line of Lot 8 of said Block 71; thence Northerly along the West line of said Lot 8 to the North line of said Block 71, being also the Southerly margin of said railroad right-of-way; thence Southeasterly along the Southerly margin of said railroad right-of-way to the POINT OF BEGINNING;

PARCEL B

All of Block 84, and Lots 1 through 3, inclusive, Block 85, DENNY & HOYT'S SUPPLEMENTAL PLAT to the City of Seattle, according to the plat recorded in Volume 3 of Plats, page 3, in King County, Washington;



TOGETHER WITH Lot 1, Block 98, LAKE UNION SHORELANDS, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington;

AND TOGETHER WITH that portion of Northlake Avenue vacated on July 12, 1947, by City of Seattle Ordinance No. 76128;

EXCEPT the West 7 feet of said Block 84, condemned by the City of Seattle of August 16, 1909, for the widening of Fremont Avenue under King County Superior Court Cause No. 62184, as provided for in City of Seattle Ordinance No. 17629;

AND EXCEPT those portions of said Block 84 and of said Lot 1, Block 98, lying Easterly of the Westerly line, and its extension produced Northerly, of the East 50.71 feet of said Lot 1, Block 98, condemned by the State of Washington on December 11, 1929, for State Road No. 1 (Aurora Avenue North) under King County Superior Court Cause No. 224187;

PARCEL C (West)

That portion of the Burlington Northern, Inc., right-of-way for its former Sumas Branch in Section 18, Township 25 North, Range 4 East, W. M., in King County, Washington, and in Block 102 of Lake Union Shorelands, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington, lying between the West margin of Stone Way North and the West margin of Phinney Avenue North, Seattle, Washington, including any vacated streets, described as follows:

COMMENCING at an existing concrete monument which is located on the centerline of Stone Way North at a point which is 10.00 feet Northerly of the centerline of North 34th Street; thence South $1^{\circ}55'28''$ West along said centerline of Stone Way North 78.00 feet;

thence North $88^{\circ}04'32''$ West 45.00 feet to a concrete monument marked "1" which was set by Jones, Bassi and Associates, Engineers and Surveyors on July 8, 1977, on the West margin of said Stone Way North, said monument being the TRUE POINT OF BEGINNING;

thence North $72^{\circ}48'49''$ West 67.50 feet to the concrete monument marked "2", said monument being 9.07 feet Southerly, as measured at right angles, from the centerline of the Burlington Northern, Inc., main track as now constructed; thence North $77^{\circ}25'00''$ West 435.06 feet to a concrete monument marked "3"; thence continuing North $77^{\circ}25'00''$ West 30.00 feet to a point of curvature; thence



Northwesterly along the arc of a curve to the right having a radius of 2619.90 feet for a distance of 126.62 feet to a concrete monument marked "4", said monument being at a point of reverse curvature; thence Northwesterly along the arc of a curve to the left having a radius of 3651.00 feet for a distance of 179.27 feet to a concrete monument marked "5", said monument being at a point of tangency; thence North $77^{\circ}27'39''$ West 211.15 feet to a concrete monument marked "6"; thence continuing North $77^{\circ}27'39''$ West 876.11 feet to a concrete monument "7"; thence continuing North $77^{\circ}27'39''$ West 365.43 feet to a concrete monument marked "8", said monument being at a point of curvature; thence Northwesterly along the arc of a curve to the right having a radius of 1739.00 feet for a distance of 186.59 feet to a concrete monument marked "9", said monument being at a point of tangency; thence North $71^{\circ}18'47''$ West 337.84 feet to a concrete monument marked "10", said monument being at a point of curvature; thence Northwesterly along the arc of a curve to the right having a radius of 1109.00 feet for a distance of 150.90 feet to a concrete monument marked "11", said monument being on the Southerly extension of the Westerly margin of Phinney Avenue North;

thence Southerly along said Southerly extension of said Westerly margin to an intersection with the Northerly margin of the Lake Washington Ship Canal;

thence Southeasterly along said Canal margin to an intersection with the Southerly margin of the Burlington Northern, Inc., right-of-way for its Sumas Branch;

thence Southeasterly along said Southerly margin to an intersection with the West margin of Stone Way North;

thence North $1^{\circ}55'28''$ East along said West margin to the TRUE POINT OF BEGINNING;

EXCEPT that portion thereof lying Easterly of the most Easterly line extended Northerly of that property condemned by the State of Washington on December 11, 1929, for State Road No. 1 (Aurora Avenue North) under King County Superior Court Cause No. 224187;

PARCEL E

Rights as permitted under Seattle City Light Temporary Permit - P.M. No. 250418-3-402 with respect to the following described property:

The Easterly half of Lot 3 and ALL of Lots 4, 5, 6, and 7, Block 71, DENNY & HOYT'S ADDITION to the City of Seattle,



Rights as permitted under Seattle City Light Temporary Permit - P.M. No. 250418-3-402 with respect to the following described property:

The Easterly half of Lot 3 and ALL of Lots 4, 5, 6, and 7, Block 71, DENNY & HOYT'S ADDITION to the City of Seattle, according to the Plat recorded in Volume 2 of Plats, page 136, in King County, Washington;

EXCEPT that portion thereof as condemned on November 25, 1898, under King County Superior Court Cause No. 21942 for Lake Washington Canal;

PARCEL F

Permit rights under City of Seattle Ordinance No. 106488 with respect to the following described property:

That portion of Fremont Avenue North, formerly Lake Avenue as shown on the plat of DENNY & HOYT'S SUPPLEMENTAL PLAT to the City of Seattle, according to the plat recorded in Volume 3 of Plats, page 3, in King County, Washington, and as condemned by King County Superior Court Cause No. 62184; LYING between the Northeasterly margin of the Lake Washington Canal as condemned by King County Superior Court Cause No. 21942 and the Northerly line of Block 84 of said plat produced Northwesterly;

TOGETHER WITH that portion of Lot 12, Block 80, of said Plat, and the South half of the alley lying between Blocks 80 and 81 of said Plat as vacated by the City of Seattle by Ordinance No. 76425;

TOGETHER WITH Easements appurtenant to Parcels A and B for the construction and maintenance of two sub-ways or under-crossings beneath the Fremont Bridge through portions of Parcel F as hereinabove described, as established and defined by decree entered on August 16, 1909, in King County Superior Court Cause No. 62184;

PARCEL G

Easements, rights, and privileges under that certain Judgment entered in King County Superior Court, Cause No. 224187, with respect to the following described property:

That portion of Block 84 of DENNY & HOYT'S SUPPLEMENTAL PLAT to the City of Seattle, according to the plat recorded in Volume 3 of Plats, page 3 in King County, Washington; and that portion of Block 98 of LAKE UNION SHORELANDS, as shown on the official maps on file in the office of the



Commissioner of Public Lands at Olympia, Washington; as
condemned by the State of Washington on December 11, 1929,
for State Road No. 1 (Aurora Avenue North) under King County
Superior Court Cause No. 224187;

EXCEPT the following described parcel:

Beginning at the Southeast corner of said Block 98 of Lake
Union Shorelands;

THENCE South $63^{\circ}49'55''$ West, 211.89 feet;
THENCE North $00^{\circ}18'53''$ East, 30.34 feet;
THENCE North $63^{\circ}43'11''$ East, 60.82 feet;
THENCE North $66^{\circ}44'27''$ East, 60.81 feet;
THENCE North $32^{\circ}56'59''$ East, 49.87 feet;
THENCE North $17^{\circ}12'55''$ East, 47.40 feet;
THENCE North $05^{\circ}23'30''$ West, 37.11 feet;
THENCE North $03^{\circ}44'57''$ West, 69.79 feet;
THENCE North $01^{\circ}08'39''$ West, 37.33 feet;
THENCE North $07^{\circ}48'11''$ East, 65.17 feet;
THENCE North $46^{\circ}36'16''$ East, 55.27 feet to the Easterly line
of said Block 98;
THENCE South $00^{\circ}18'53''$ West, 321.42 feet along said Easterly
line to the POINT OF BEGINNING.

PARCEL I

Rights as lessee under lease no. DACW67-1-81-44 with the
Department of Army dated December 4 and 7, 1981, as amended
by Supplement Agreement No. One dated May 14, 1986, with
respect to the following described property:

A parcel of land lying in Section 18, Township 25 North,
Range 4 East, W.M., in King County, Washington, being a
strip of land approximately 15 feet in width, the
Northeasterly line of which is the Government reservation of
Lake Washington Ship Canal, Army Corps of Engineers and is
described with reference to the Washington Coordinate System
- North Zone as follows:

COMMENCING at the most southerly corner of Block 1, Seattle
Tidelands, as shown on the official maps on file in the
office of the Commissioner of Public Lands at Olympia,
Washington;

thence South $49^{\circ}21'00''$ East 611.25 feet;
thence South $49^{\circ}26'00''$ East 99.564 feet;
thence South $49^{\circ}36'00''$ East 99.564 feet;
thence South $49^{\circ}46'00''$ East 99.564 feet;
thence South $49^{\circ}56'00''$ East 99.564 feet;
thence South $50^{\circ}06'00''$ East 99.564 feet;
thence South $50^{\circ}16'00''$ East 99.564 feet;
thence South $50^{\circ}26'00''$ East 99.564 feet;



thence South 50°36'00" East 99.564 feet;
thence South 50°46'00" East 99.564 feet;
thence South 50°56'00" East 99.564 feet to a brass cap set
on said line;
thence continuing along said line South 51°06'00" East
99.564 feet;
thence South 51°16'00" East 99.564 feet;
thence continuing along said Northeasterly line, South
51°26'00" East 99.564 feet;
thence South 51°36'00" East 99.564 feet;
thence South 51°46'00" East 99.564 feet;
thence South 51°56'00" East 99.564 feet;
thence South 52°06'00" East 99.564 feet;
thence South 52°16'00" East 99.564 feet;
thence South 52°26'00" East 99.564 feet;
thence South 52°36'00" East 99.564 feet;
thence South 52°46'00" East 99.564 feet;
thence South 52°56'00" East 99.564 feet;
thence South 53°06'00" East 99.564 feet;
thence South 53°16'00" East 99.564 feet;
thence South 53°26'00" East 99.564 feet;
thence South 53°36'00" East 99.564 feet;
thence South 53°46'00" East 99.564 feet;
thence South 53°56'00" East 99.564 feet;
thence South 54°06'00" East 99.564 feet;
thence South 54°16'00" East 99.564 feet;
thence South 54°26'00" East 99.564 feet;
thence South 54°36'00" East 99.564 feet to a brass cap set
to TRUE POINT OF BEGINNING of said 15 foot strip having
computed grid coordinates (X) 1,625,374.86 (Y) 240,953.13;
thence South 54°46'00" East 99.564 feet;
thence South 54°56'00" East 99.564 feet;
thence South 55°06'00" East 99.564 feet;
thence South 55°16'00" East 99.564 feet;
thence South 55°26'00" East 99.564 feet;
thence South 55°36'00" East 99.564 feet to a point having
computed grid coordinates (X) 1,625,865.29 (Y) 240,612.05;
thence South 55°41'08" East 1,150 feet, more or less, to the
shoreline of Lake Union and TERMINUS of said Northeasterly
line;

PARCEL J

Permit rights under Street Use Permit dated December 13,
1971, from the City of Seattle, Department of Public Works,
Office of Engineer, under Permit No. L3757 with respect to
the following described property:

That portion of North Northlake Way in Section 18, Township
25 North, Range 4 East, W.M., in King County, Washington,
lying Easterly of a line drawn 50.71 feet West of and



parallel to the East line of Lot 1, Block 98, LAKE UNION SHORE LANDS, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington, and lying Westerly of that certain chain link fence and gate across North Northlake Way as referenced in the Public Place Indemnity Agreement recorded on January 19, 1972, under Recording No. 7201190407;

PARCEL K

Rights as permitted under that certain Private Roadway and Crossing Agreement from Burlington Northern, Inc., to Fremont Dock Company, No. 229,760, with respect to the following-described property:

That portion of the Burlington Northern, Inc. right-of-way for its Sumas Branch in the southwest quarter of Section 18, Township 25 North, Range 4 East, W.M., in King County, Washington;

Lying southerly of North 34th Street (Ewing); Northerly of that certain tract conveyed to Fremont Dock Company, a Washington corporation, by deed recorded under Recording No. 7805050750; and lying between the southerly productions of the east and west margins of Phinney Avenue North.



EXHIBIT B
Legal Description of RR Property

All that portion of the railroad right-of-way previously owned by Burlington Northern Railway Company, bounded on the west by the western boundary of the Edgewater Plat to the City of Seattle, as recorded in Book 3, Page 141 of Plats, bounded on the east by the western boundary of Gas Works Park, in Seattle, King County, Washington, bounded on the north by North Northlake Place and North 34th Street and bounded on the south by North Northlake Way.



**Description for a permanent trail easement on King County Tax
Parcel 197220-6512**

Those portions of Lot A of City of Seattle Lot Boundary Adjustment as recorded under King County Auditor's file number 9706050451, situate in the southwest quarter of Section 18, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing at the northwesterly corner of said Lot A; thence S 70° 23' 06" E along the southerly margin of North 34th Street a distance of 32.21 feet to the **Point of Beginning**;

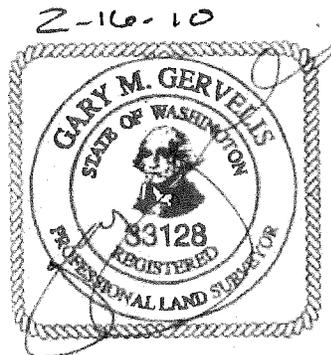
Thence continuing S 70° 23' 06" E along said margin a distance of 47.96 feet;
Thence S 58° 45' 27" E a distance of 69.83 feet;
Thence S 53° 07' 18" E a distance of 25.34 feet;
Thence S 35° 22' 18" E a distance of 23.23 feet;
Thence S 43° 40' 39" E a distance of 17.25 feet;
Thence S 58° 33' 49" E a distance of 15.92 feet;
Thence S 67° 42' 32" E a distance of 32.52 feet;
Thence S 67° 01' 52" E a distance of 49.98 feet;
Thence S 50° 14' 49" E a distance of 20.74 feet;
Thence S 44° 33' 34" E a distance of 51.60 feet to the southerly line of said Lot A and the northerly line of Block 71, Denny and Hoyt's Addition to the City of Seattle, according to the plat thereof recorded in Volume 2 of Plats, Page 136, records of King County, Washington;
Thence N 70° 23' 06" W along said line a distance of 29.04 feet;
Thence N 43° 02' 48" W a distance 25.38 feet;
Thence N 55° 36' 17" W a distance of 21.66 feet;
Thence N 67° 23' 02" W a distance of 69.73 feet;
Thence N 59° 04' 12" W a distance of 27.12 feet;
Thence N 45° 20' 49" W a distance of 18.63 feet;
Thence N 35° 49' 04" W a distance of 24.09 feet;
Thence N 56° 46' 40" W a distance of 137.26 feet to the **Point of Beginning**.

Together with the following described portion of said Lot A;



Beginning at the southeast corner of said Lot A, thence N 47° 10' 46" W a distance of 46.94 feet;
Thence N 55° 41' 57" W a distance of 168.08 feet;
Thence N 37° 05' 19" W a distance of 33.31 feet to the easterly line of Lot 7, Block 71, Denny and Hoyt's Addition to the City of Seattle, according to the plat thereof recorded in Volume 2 of Plats, Page 136, records of King County, Washington;
Thence N 01° 18' 19" E along said line a distance of 18.85 feet;
Thence S 38° 37' 26" E a distance of 45.58 feet;
Thence S 55° 31' 02" E a distance of 166.78 feet;
Thence S 47° 33' 45" E a distance of 46.48 feet;
Thence S 34° 25' 28" W a distance of 12.91 feet to the **Point of Beginning**.

Containing 7,173 square feet or 0.16 acres, more or less.

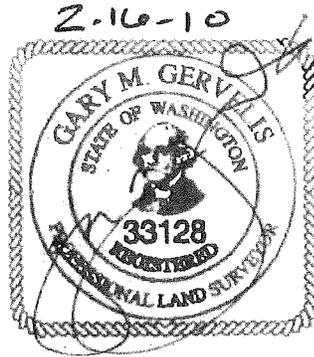


Description for a permanent trail easement on King County Tax Parcel 197220-6514

That portion of Parcel A, of City of Seattle Lot Boundary Adjustment No. 9906835, recorded under King County Auditor's file number 20000502900009, situate in the southwest quarter of Section 18, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the southwest corner of said Parcel A, thence N 34° 25' 28" E along the westerly line of said Lot A distance of 12.91 feet;
Thence S 55° 38' 35" E a distance of 475.20 feet to the easterly line of said Parcel A;
Thence S 01° 21' 17" W along said east line a distance of 14.98 feet to the southerly line of said Lot A;
Thence N 55° 41' 36" W along said south line a distance of 432.08 feet;
Thence continuing on said south line N 55° 36' 28" W west 51.29 to the **Point of Beginning**.

Containing 6,122 square feet or 0.14 acres, more or less.



Description for a permanent trail easement on King County Tax Parcel 197320-0353

That portion of Parcel C of City of Seattle Lot Boundary Adjustment No. 9906835, recorded under King County Auditor's file number 20000502900009, situate in the southwest quarter of Section 18, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the southwest corner of said Parcel C, thence N 01° 21' 17" E along the west line of said Parcel C a distance of 14.98 feet;
Thence S 55° 34' 06" E a distance of 275.02 feet;
Thence S 65° 55' 15" E a distance of 25.22 feet;
Thence S 79° 09' 20" E a distance of 32.07 feet to the west right of way margin of Fremont Avenue N:
Thence S 01° 17' 52" W along said west margin a distance of 16.18 feet;
Thence N 79° 39' 57" W a distance of 38.57 feet to the southerly line of said Parcel C;
Thence N 55° 41' 17" W along said south line a distance of 294.68 feet to the **Point of Beginning**;

Containing 4,273 square feet or 0.10 acres, more or less.

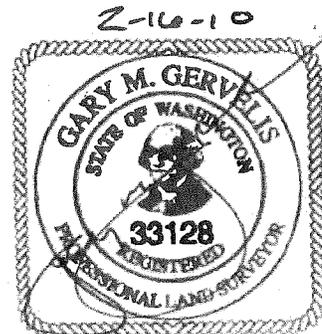


Description for a permanent trail easement on King County Tax Parcel 197320-0385

That portion of Lot B of City of Seattle Lot Boundary Adjustment recorded under King County Auditor's file number 9706050452, situate in the southwest quarter of Section 18, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the southwest corner of said Lot B, thence N 01° 17' 52" E along the east right of way margin of Fremont Avenue N a distance of 62.65 feet;
Thence S 25° 53' 21" E a distance of 58.45 feet;
Thence S 44° 19' 01" E a distance of 63.87 feet;
Thence S 55° 14' 25" E a distance of 98.43 feet;
Thence S 66° 00' 10" E a distance of 85.64 feet;
Thence S 58° 55' 15" E a distance of 90.39 feet;
Thence S 80° 17' 18" E a distance of 21.59 feet;
Thence N 88° 06' 07" E a distance of 36.95 feet;
Thence N 81° 12' 09" E a distance of 52.83 feet;
Thence N 72° 17' 02" E a distance of 55.54 feet to the west right of way margin of Aurora Avenue N;
Thence S 01° 27' 11" W along said west margin a distance of 17.92 feet;
Thence S 72° 38' 06" W a distance of 58.96 feet;
Thence S 80° 34' 35" W a distance of 38.65 feet;
Thence S 88° 35' 31" W a distance of 69.56 feet;
Thence N 58° 31' 48" W a distance of 103.52 feet;
Thence N 64° 17' 50" W a distance of 49.92 feet to the south line of said Lot B;
Thence N 55° 41' 34" W along said south line a distance of 210.33 feet to the Point of Beginning.

Containing 9,091 square feet or 0.21 acres, more or less.



**Description for a permanent trail easement on King County Tax
Parcel 197320-0389**

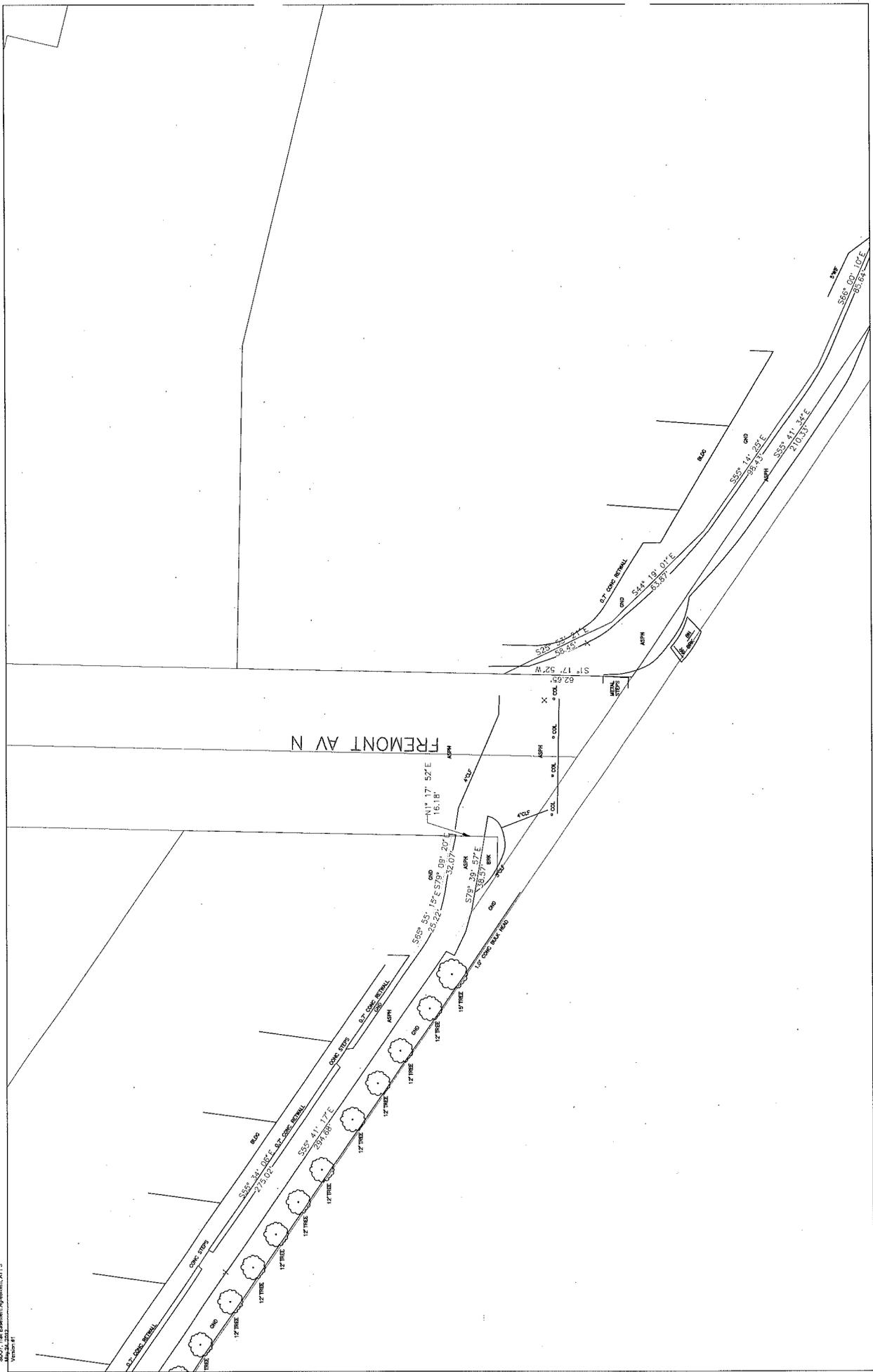
That portion of Lot C of City of Seattle Lot Boundary Adjustment as recorded under King County Auditor's file number 9706050452, situate in the southwest quarter of Section 18, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:

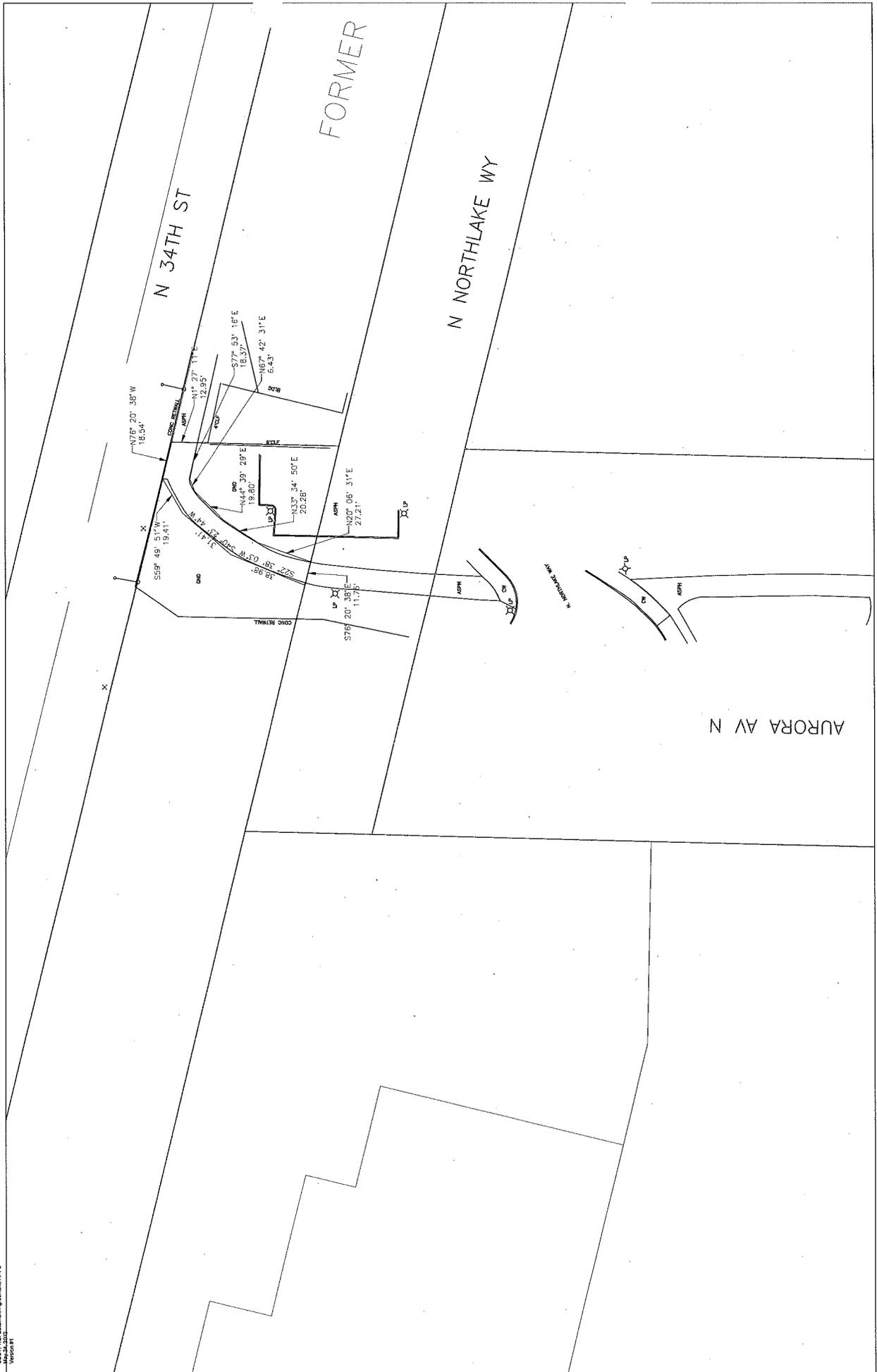
Beginning at the northeast corner of said Lot C, thence S 01° 27' 11" W along the east line of said Lot a distance of 12.95 feet;
Thence N 77° 53' 16" W a distance of 18.37 feet;
Thence S 67° 42' 31" W a distance of 6.43 feet;
Thence S 44° 39' 29" W a distance of 19.80 feet;
Thence S 33° 34' 50" W a distance of 20.28 feet;
Thence S 20° 06' 31" W a distance of 27.21 feet to the south line of said Lot C;
Thence N 76° 20' 38" W along said south line a distance of 11.76 feet;
Thence N 22° 38' 03" E a distance of 38.98 feet;
Thence N 40° 23' 44" E a distance of 31.41 feet;
Thence N 59° 49' 51" E a distance of 19.41 feet to the southerly right of way margin of N 34th St;
Thence S 76° 20' 38" E along said margin a distance of 18.54 feet to the **Point of Beginning**.

Containing 1,149 square feet or 0.03 acres, more or less.



Geotechnical Engineering
Professional Engineer
Version #1





FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Department of Transportation	Larry Huggins/4-5001	Rebecca Guerra/4-5339

Legislation Title:

AN ORDINANCE relating to the Burke-Gilman Trail; accepting an Easement Agreement between Inland Properties, Inc., as grantor, and the City of Seattle, as grantee, dated March 10, 1992, and an Easement Agreement among Inland Properties, Inc. and Fremont Dock Company, as grantors, and the City of Seattle, as grantee, dated March 10, 1992; authorizing the Director of Transportation to acquire, accept, and record, on behalf of the City of Seattle, a Trail Easement Agreement among Fremont Dock Co., The Quadrant Corporation, Fremont Lake Union Center LLC, Park View Waterside LLC, SMB of Seattle, LLC, Limpopo Properties, LLC, BBK Lake View, LLC, and Quadrant Lake Union Center Owners' Association, as grantors, and the City of Seattle, as grantee; placing the real property interests conveyed by such easement agreements under the jurisdiction of the Seattle Department of Transportation; and ratifying and confirming certain prior acts.

Summary of the Legislation:

This proposed legislation accepts three easement agreements in connection with the Burke-Gilman Trail for property located along the Ship Canal in the Wallingford and Fremont neighborhoods of Seattle, places the real property interests in those agreements under the jurisdiction of the Seattle Department of Transportation, and ratifies and confirms prior acts in connection with the extension of the Burke-Gilman Trail.

Background:

In 1989, the City Council adopted Resolution 27933 approving agreements between the City and Inland Properties, Inc. ("Inland"), and between the City and Inland, Fremont Dock Company ("FDC"), and The Quadrant Corporation ("Quadrant"), both concerning terms and conditions for grants of easements for extension of the Burke-Gilman Trail. In 1992, Inland granted a trail easement to the City by Easement Agreement as required by its 1989 agreement with the City. The City constructed, opened and continues to maintain that portion of the Burke-Gilman trail, but the Easement Agreement was never accepted by ordinance. Also in 1992, Inland and FDC granted a trail easement to the City for another portion of the Burke-Gilman trail by Easement Agreement as required by their 1989 agreement with the City. The City constructed, opened and continues to maintain that portion of the trail, but the Easement Agreement was never accepted by ordinance. A third section of the Burke-Gilman trail, through what is commonly known as the Quadrant property, was constructed and maintained by Quadrant and later reconstructed by



the City, but FDC, Quadrant and the City did not complete a trail easement agreement for conveyance of property interests to the City as required by their 1989 agreement. The original parties and additional parties in interest are now prepared to complete the trail easement conveyance to the City.

Please check one of the following:

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

Other Implications:

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

Pursuant to the terms of the Trail Easement Agreement attached to this legislation, the City will be responsible for maintaining what is commonly known as the Quadrant property segment of the Burke-Gilman trail.

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

By accepting the perpetual trail easements, the City is accepting property rights granted by the property owners and necessary for using the designated property for trail purposes. Establishing these property rights for trail sections through Wallingford and Fremont protects the City's interests in the Burke-Gilman trail.

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

Yes. An interdepartmental maintenance agreement between the Department of Parks and Recreation and the Seattle Department of Transportation will need to be renegotiated or amended to include the Quadrant property segment of the Burke-Gilman Trail. The Department of Parks and Recreation may be impacted if they agree to maintain this property.

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

None.

e) Is a public hearing required for this legislation?

No.

f) Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No.



g) Does this legislation affect a piece of property?

Yes. It accepts easements for the Burke-Gilman trail.

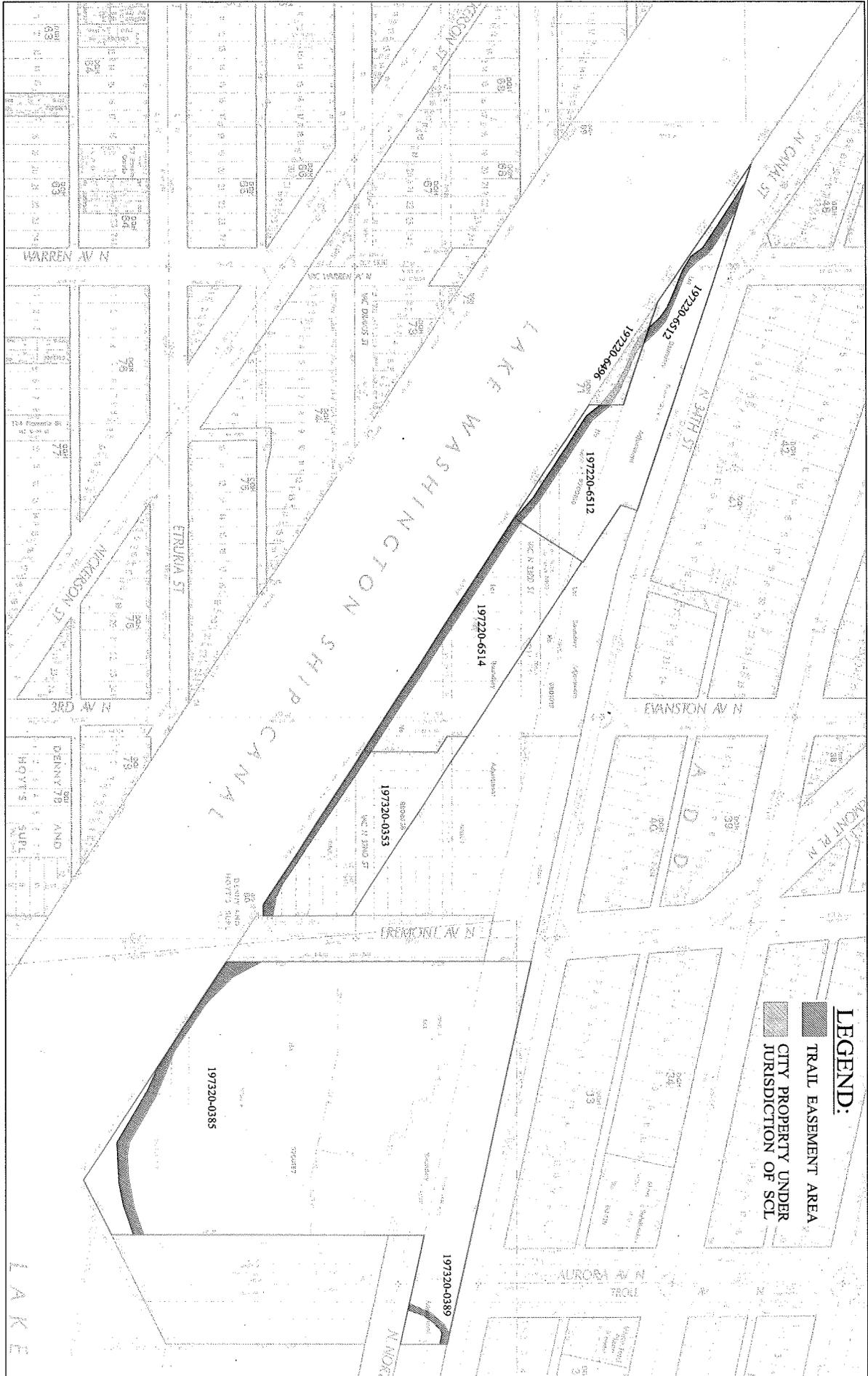
h) Other Issues:

None.

List attachments to the fiscal note below:

Attachment A: Map of Burke-Gilman Trail Easement Area





BURKE - GILMAN TRAIL EASEMENT AREA

SCALE: 1" = 150'

- LEGEND:**
-  TRAIL EASEMENT AREA
 -  CITY PROPERTY UNDER JURISDICTION OF SCL





City of Seattle
Office of the Mayor

July 10, 2012

Honorable Sally J. Clark
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Clark:

I am pleased to transmit the attached proposed Council Bill that accepts three easement agreements in connection with the Burke-Gilman Trail in the Wallingford and Fremont neighborhoods of Seattle, placing them under the jurisdiction of the Seattle Department of Transportation, and ratifies and confirms prior acts.

In 1989, the City Council adopted Resolution 27933 approving agreements between the City and Inland Properties, Inc. (Inland), and between the City and Inland, Fremont Dock Company (FDC), and The Quadrant Corporation (Quadrant), both concerning terms and conditions for grants of easements for extension of the Burke-Gilman Trail. In 1992, Inland granted a trail easement to the City by Easement Agreement as required by its 1989 agreement with the City. The City constructed, opened and continues to maintain that portion of the Burke-Gilman trail, but the Easement Agreement was never accepted by ordinance. Also in 1992, Inland and FDC granted a trail easement to the City for another portion of the Burke-Gilman trail by Easement Agreement as required by their 1989 agreement with the City. The City constructed, opened and continues to maintain that portion of the trail, but the Easement Agreement was never accepted by ordinance. A third section of the Burke-Gilman trail, through what is commonly known as the Quadrant property, was constructed and maintained by Quadrant and later reconstructed by the City, but FDC, Quadrant and the City did not complete a trail easement agreement for conveyance of property interests to the City as required by their 1989 agreement.

The City is now prepared to accept the two 1992 Trail Easements for property rights through two segments of the Burke-Gilman Trail and enter into a new Trail Easement Agreement for a third segment of the trail. Thank you for considering this legislation. If you have any questions, please contact Larry Huggins at (206) 684-5001.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

