#3

Lise Ward
DPR Bryant Building Amendment 2014 ORD
April 14, 2014
Version #1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL 118207

AN ORDINANCE relating to the SR 520, I-5 to Medina: Bridge Replacement and HOV Project; authorizing the execution and delivery of an amendment to the Bryant Site Real Estate Purchase and Sale Agreement between the University of Washington and the City of Seattle; authorizing the execution and delivery of a deed of access rights to the Washington State Department of Transportation ("WSDOT"); authorizing execution and delivery of a correction deed and amended temporary easement in connection with the conveyance to WSDOT of certain City property under Ordinance 124247 and superseding said ordinance insofar as in conflict herewith; and ratifying and confirming prior acts.

WHEREAS, Ordinance 124323, signed by the Mayor on October 16, 2013, authorized the transfer of City of Seattle ("City") park land in the vicinity of the Arboretum to the Washington State Department of Transportation (WSDOT) for its SR 520 widening project ("Project") in exchange for property owned by the University of Washington ("UW") and known as the "Bryant Site;" and

WHEREAS, the property exchange was necessary to comply with the requirements of Section 6(f) of the Federal Land and Water Conservation Act since the City property had been improved with Federal grant funds and the terms of the grants required that the property be replaced with substantially equivalent property; and

WHEREAS, on August 19, 2013, the City and UW signed a Purchase and Sale Agreement ("Agreement") for conveyance of the Bryant Site to the City; and

WHEREAS, the City and UW now wish to amend the Agreement to reflect minor modifications in the legal description for the Bryant Site resulting from the lot boundary adjustment process used to segregate the site from a larger parcel and to clarify the timing for payment of other consideration due the City in connection with the transfer; and

WHEREAS, pursuant to Ordinance 124247, the City previously conveyed certain property at McCurdy and East Montlake parks to WSDOT for the Project and the parties thereafter identified an error in the legal description for that property that requires the execution and delivery of a correction deed; and

LHS CITY CLERK

WHEREAS, Ordinance 124247 also authorized the Superintendent to grant WSDOT a temporary easement over certain property at McCurdy and East Montlake parks in connection with the construction of the Project; and

WHEREAS, due to delays in the commencement of the Project, the parties wish to amend the termination date of the temporary easement; and

WHEREAS, Federal law requires that WSDOT construct and maintain a limited access facility adjacent to the Project to prevent access to and from the highway and WSDOT has requested a deed of access from the City for that purpose as to the portion of McCurdy and East Montlake parks that abut the SR 520 Project area; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Superintendent of Parks and Recreation ("Superintendent") and recommended by the Mayor, the Superintendent or his designee is hereby authorized to execute and deliver, for and on behalf of The City of Seattle, an amendment to the "Bryant Site Real Estate Purchase and Sale Agreement UW-City of Seattle," substantially in the form of Attachment 1 hereto.

Section 2. As requested by the Superintendent and recommended by the Mayor, the Superintendent or his designee is further authorized to execute, deliver, and perform, for and on behalf of The City of Seattle a correction deed in favor of WSDOT, substantially in the form of Attachment 2 hereto.

Section 3. As requested by the Superintendent and recommended by the Mayor, the Superintendent or his designee is further authorized to execute, deliver, and perform, for and on behalf of The City of Seattle an amended temporary easement in favor of WSDOT, substantially in the form of Attachment 3 hereto.

Section 4. As requested by the Superintendent and recommended by the Mayor, the Superintendent or his designee is further authorized to execute, deliver, and perform, for and on behalf of The City of Seattle, a Quitclaim Deed (Access Rights Only) in favor of WSDOT, substantially in the form of Attachment 4 hereto.

SPS CITY CLERK

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

Section 6. Any acts consistent with the authority and prior to the effective date of this ordinance are hereby ratified and confirmed.

Passed by the City Council the ____ day of _____, 2014, and signed by me in open session in authentication of its passage this _____ day of _____, 2014.

_____

President _____of the City Council

Approved by me this ____ day of _____, 2014.

_____

Edward B. Murray, Mayor

Filed by me this ____ day of _____, 2014.

_____

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:
Attachment 1: Amendment #1 to the Bryant Site Real Estate Purchase and Sale Agreement UW-City of Seattle
Attachment 2: Correction Deed
Attachment 3: Amended Temporary Easement
Attachment 4: Quitclaim Deed

2015 CITY CLERK

AMENDMENT # 1
To
BRYANT SITE
REAL ESTATE PURCHASE AND SALE AGREEMENT
UW – CITY OF SEATTLE

This AMENDMENT #1 to BRYANT SITE REAL ESTATE PURCHASE AND SALE AGREEMENT ("**Amendment**"), made as of the ____ day of _____, 2014, is by and between The Board of Regents of the University of Washington, a state institution of higher education and an agency of the State of Washington ("**UW**") and The City of Seattle, a Washington municipal corporation ("**CITY**"). UW and CITY are referred to collectively herein as the "**Parties**" and, individually, each as a "**Party**".

RECITALS

A. UW and the CITY are parties to that certain BRYANT SITE REAL ESTATE PURCHASE AND SALE AGREEMENT dated August 19th, 2013 (the "**Agreement**").

B. All capitalized terms used but not defined in this Amendment shall have the meaning set forth in the Agreement.

C. The PARTIES wish to amend the Agreement to clarify the time for payment of certain consideration to the CITY and to reflect minor changes to the Bryant Site legal description resulting from the lot boundary adjustment process that segregated the Bryant Site from a larger parcel of which it had been a part.

AGREEMENT

Now therefore, in consideration of the foregoing recitals and the mutual covenants set forth in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. There is added to the Agreement "Recital F" which states:

F. This Agreement sets forth the terms and conditions for the conveyance by UW to the CITY of the Bryant Site as (i) the Section 6(f) Replacement Property in fulfillment of the requirements of Section 6(f) applicable to the Parties, and (ii) the replacement of arboretum uses under the requirements of RCW 28B.20.350 – 364 applicable to the UW.

2014 CITY CLERK

2. **Section 2.3** of the Agreement is amended to provide as follows:

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

3. The page attached as Exhibit A to the Agreement and attached as Exhibit A to the Lease Back, is hereby deleted and the attached Replacement Exhibit A is inserted in its place in each document.

4. Exhibit E (The Deed) and its exhibits are hereby deleted and the attached Replacement Deed is inserted in its place.

Signatures on the Following Page

DAS CITY CLERK

CITY: The City of Seattle

_____

By: Christopher Williams, Acting Superintendent
Department of Parks and Recreation

Date: _____

UW: The Board of Regents of the University of Washington

By:_____

Title: _____

Date: _____

Approved as to form:

_____

By_____

Special Assistant Attorney General

EXHIBITS

Exhibit A – Legal Description of Bryant Site (Revised)

Exhibit E – DEED and its Exhibits A and B

DPS CITY CLERK

REPLACEMENT EXHIBIT A

BRYANT SITE LEGAL DESCRIPTION (REVISED)

That portion of Lots 4 through 31, Block 38, Brooklyn Addition to Seattle, recorded in Volume 7 of Plats at Page 32, Records of King County, Washington, together with Lots 1 through 23, Block 22, Lots 18 and 19 Block 23 and Block 22—A of the Second Supplemental Plat of Lake Union Shore Lands on file at the Office of the Commissioner of Public Lands at Olympia, Washington; being in the Southeast Quarter of Section 17, Township 25 North, Range 4 East, W.M. described as follows:

COMMENCING at the northwesterly corner of Lot 31 of said Block 38, thence South 42° 52' 08" East along the northerly line of said Lot 31 and the south margin of NE Boat St. a distance of 16.00 feet to the POINT OF BEGINNING:

Thence South 47° 07' 44" West a distance of 71.55 feet; thence South 48° 09' 14" Last, a distance of 7.19 feet; thence South 45° 40' 32" West a distance of 3.08 feet; thence South 20° 29' 22" East a distance of 32.49 feet; thence South 45° 45' 47" West a distance of 19.95 feet; thence South 42° 52' 17" East a distance of 108.25 feet; thence South 47° 07' 43" West, a distance of 61.41 feet to the Inner Harbor Line as shown on that certain Record of Survey filed by the Department of Natural Resources under Recording number 20050810900004; thence South 42° 43' 14" East, along said Inner Harbor Line a distance of 311.78 feet; thence continuing along said Inner Harbor Line South 46° 57' 38" East a distance of 272.83 feet to the southeasterly corner of said Block 22—A; thence North 44° 55' 03" East, along the easterly line of said Block 22—A a distance of 239.28 feet; thence North 73° 04' 49" West, a distance of 13.79 feet; thence North 53° 53' 50" West a distance of 28.80 feet; thence North 84° 40' 45" West a distance of 42.28 feet; thence North 01° 09' 06" West a distance of 9.58 feet; thence North 04° 55' 53" West a distance of 3.67 feet; thence South 85° 12' 28" East a distance of 5.38 feet; thence North 06° 42' 52" East a distance of 41.31 feet; thence North 69° 44' 51" East a distance of 34.97 feet; thence North 70° 00' 28" East a distance of 38.89 feet to the northerly line of said Block 38 and the southerly margin of NE Boat Street; thence North 59° 53' 05" West a distance of 551.04 feet; thence continuing along said north line and southerly margin, North 42° 52' 08" West a distance of 117.80 feet to the POINT OF BEGINNING.

Containing an area of 156,350 Square Feet or 3.59 Acs., more or less.

Also known as: Lot B of City of Seattle Lot Boundary Adjustment Number 3015500, recorded the ___ day of _____, 2014 in the Real Property Records of King County, Washington, at AFN # _____

2014 CITY CLERK

Replacement Exhibit E
To
Purchase and Sale Agreement

DEED

AFTER RECORDING MAIL TO:

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

Quitclaim Deed

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

GRANTEE: THE CITY OF SEATTLE, a Washington municipal corporation

Legal Description Abbreviated Form:

Lot B, City of Seattle Lot Boundary Adjustment # 3015500, Recording No. _____

Tax Parcel Identification Number:

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

CITY CLERK

Dated _____, 20___.

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

By _____
Name _____
Title _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

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

_____
Notary Public
Print Name _____
My commission expires _____

DPS CITY CLERK

Exhibit A to Deed
Legal Description

That portion of Lots 4 through 31, Block 38, Brooklyn Addition to Seattle, recorded in Volume 7 of Plats at Page 32, Records of King County, Washington, together with Lots 1 through 23, Block 22, Lots 18 and 19 Block 23 and Block 22—A of the Second Supplemental Plat of Lake Union Shore Lands on file at the Office of the Commissioner of Public Lands at Olympia, Washington; being in the Southeast Quarter of Section 17, Township 25 North, Range 4 East, W.M. described as follows:

COMMENCING at the northwesterly corner of Lot 31 of said Block 38, thence South 42° 52' 08" East along the northerly line of said Lot 31 and the south margin of NE Boat St. a distance of 16.00 feet to the POINT OF BEGINNING:

Thence South 47° 07' 44" West a distance of 71.55 feet; thence South 48° 09' 14" Last, a distance of 7.19 feet; thence South 45° 40' 32" West a distance of 3.08 feet; thence South 20° 29' 22" East a distance of 32.49 feet; thence South 45° 45' 47" West a distance of 19.95 feet; thence South 42° 52' 17" East a distance of 108.25 feet; thence South 47° 07' 43" West, a distance of 61.41 feet to the Inner Harbor Line as shown on that certain Record of Survey filed by the Department of Natural Resources under Recording number 20050810900004; thence South 42° 43' 14" East, along said Inner Harbor Line a distance of 311.78 feet; thence continuing along said Inner Harbor Line South 46° 57' 38" East a distance of 272.83 feet to the southeasterly corner of said Block 22—A; thence North 44° 55' 03" East, along the easterly line of said Block 22—A a distance of 239.28 feet; thence North 73° 04' 49" West, a distance of 13.79 feet; thence North 53° 53' 50" West a distance of 28.80 feet; thence North 84° 40' 45" West a distance of 42.28 feet; thence North 01° 09' 06" West a distance of 9.58 feet; thence North 04° 55' 53" West a distance of 3.67 feet; thence South 85° 12' 28" East a distance of 5.38 feet; thence North 06° 42' 52" East a distance of 41.31 feet; thence North 69° 44' 51" East a distance of 34.97 feet; thence North 70° 00' 28" East a distance of 38.89 feet to the northerly line of said Block 38 and the southerly margin of NE Boat Street; thence North 59° 53' 05" West a distance of 551.04 feet; thence continuing along said north line and southerly margin, North 42° 52' 08" West a distance of 117.80 feet to the POINT OF BEGINNING.

Containing an area of 156,350 Square Feet or 3.59 Acs., more or less.

Also known as: Lot B of City of Seattle Lot Boundary Adjustment Number 3015500, recorded the ___ day of _____, 2014 in the Real Property Records of King County, Washington, at AFN # _____.

CITY CLERK

Exhibit B to Deed
Permitted Exceptions
First American Title Co. Order No. 4209-2202135

3. Special district charges accruing after closing.

9. Seller's occupancy of Bryant Site after closing per written agreement, only.

11. Exceptions and reservations contain in deed from the State of Washington whereby said Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry.
Recording Information: 687602
Affects: Portion of Block 22, Lake Union Shore Lands

12. Exceptions and reservations contain in deed from the State of Washington whereby said Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry.
Recording Information: 725720
Affects: Portions of Blocks 20 and 22, Lake Union Shore Lands

13. Exceptions and reservations contain in deed from the State of Washington whereby said Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry.
Recording Information: 7774689
Affects: Lot 18, Block 23, Lake Union Shore Lands

14. Exceptions and reservations contain in deed from the State of Washington whereby said Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry.
Recording Information: 916640
Affects: Portion of Block 22, Lake Union Shore Lands

CITY CLERK

15. Exceptions and reservations contain in deed from the State of Washington whereby said Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry.
Recording Information: 1147641
Affects: Lot 19, Block 23, Lake Union Shore Lands

16. Exceptions and reservations contain in deed from the State of Washington whereby said Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry.
Recording Information: 1152510
Affects: Portions of Blocks 20 and 21, Lake Union Shore Lands

17. Exceptions and reservations contain in deed from the State of Washington whereby said Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry.
Recording Information: 1152512
Affects: Portions of Blocks 20 and 22, Lake Union Shore Lands

18. Exceptions and reservations contain in deed from the State of Washington whereby said Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry.
Recording Information: 1148634
Affects: Portion of Block 20, Lake Union Shore Lands

19. Exceptions and reservations contain in deed from the State of Washington whereby said Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry.
Recording Information: 1662319
Affects: Portion of Block 22, Lake Union Shore Lands

20. Exceptions and reservations contain in deed from the State of Washington whereby said Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of

2014 CITY CLERK

entry for opening developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry.
Recording Information: 1920361
Affects: Portions of Blocks 20 and 21, Lake Union Shore Lands

22. Exceptions and reservations contain in deed from the State of Washington whereby said Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry.
Recording Information: 5596338
Affects: Portions of Block 20-A, Second Supplemental Maps of Lake Union Shore Lands

23. Exceptions and reservations contain in deed from the State of Washington whereby said Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry.
Recording Information: 5696292
Affects: Portions of Blocks 20-A and 21-A, Second Supplemental Maps of Lake Union Shore Lands

24. Exceptions and reservations contain in deed from the State of Washington whereby said Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry.
Recording Information: 5856328
Affects: Portions of Blocks 20-A and 21-A, Second Supplemental Maps of Lake Union Shore Lands

25. Exceptions and reservations contain in deed from the State of Washington whereby said Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry.
Recording Information: 6156245
Affects: Block 22-A, Second Supplemental Maps of Lake Union Shore Lands

DPS CITY CLERK

26. Right of State of Washington or any Grantee or Lessee thereof, upon paying reasonable compensation, to acquire right-of-way for private railroads, skid roads, flumes, canals, water courses or other easements for transportation and moving timber, stone, minerals or other products from the lands.

29. The terms and provisions contained in the document entitled "Covenant Geologic Hazard Area:
Recorded: January 04, 1996
Recording No.: 9601041166

30. The terms and provisions contained in the document entitled "Covenant Geologic Hazard Area:
Recorded: January 25, 1996
Recording No.: 9601250701

31. Public Place Indemnity Agreement and the terms and conditions thereof:
Between: The Board of Regents of the University of Washington
And: City of Seattle
Recording Info.: 9706170578

32. Conditions, notes, easements, provisions and/or encroachments contained or delineated on the face of the Survey recorded under Recording No. 20050180900004

33. The terms and provisions contained in the document entitled "Condominium Sale Prohibition Covenant"
Recorded: January 10, 2010
Recording No. 20100119000548

34. The terms and provisions contained in the document entitled "Memorandum of Drainage Control"
Recorded: April 8, 2010
Recording No. 20100408000055

35. The terms and provisions contained in the document entitled "Memorandum of Drainage Control"
Recorded: April 8, 2010
Recording No. 20100408000056

36. Any question that may arise due to the shifting and/or changing in the course of Lake Union.

DPS CITY CLERK

37. Rights of the general public to the unrestricted use of all the waters of a navigable body of water not only for the primary purpose of navigation, but also for corollary purposes; including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence).

Pending: City of Seattle Lot Boundary Adjustment No. 3015500, AFN _____
Declaration of Restrictive Covenant
Notice of Memorandum of Agreement

DPS CITY CLERK

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

Document Title: Correction Warranty Deed
Reference Number of Related Document: 20130930001172, 20101214001168, 3133042, 4207669, 4955020, 5411110, and 5447962
Grantor(s): City of Seattle
Grantee(s): State of Washington, Department of Transportation
Legal Description: Ptns of the NW¼ and NE¼, Sec 21, Twp 25 N, Rge 4 E. W.M.
Additional Legal Description is on Pages 4-6 of Document.
Assessor's Tax Parcel Number: 560500-0450-03, 560500-0646-08 and 411610-0015-04

CORRECTION WARRANTY DEED

State Route 520, SR 5 Vicinity to Evergreen Point Bridge

The Grantor(s), **The City of Seattle,** for and in consideration of correction of the legal description on the Deed recorded under King County Recording No. 20130930001172, and other valuable consideration, hereby convey(s) and warrant(s) to the **State of Washington, acting by and through its Department of Transportation**, Grantee, the following described real property situated in King County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

For legal description see Exhibit A and for additional terms and conditions see attached Exhibit B, both attached hereto and made a part hereof.

Also the Grantor requests the Assessor and Treasurer of King County to set over to the remainder of the hereinafter described Tract "X", the lien of all unpaid taxes, if any, affecting the real estate herein conveyed, as provided for in RCW 84.60.070.

This document hereby supersedes and replaces that certain Warranty Deed recorded September 30, 2013 under King County Recording Number 20130930001172.

FA No.
Project No. 852004L & 852002W
Parcel No. 1-22190

CITY CLERK

WARRANTY DEED

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

Dated:_____,_____

THE CITY OF SEATTLE

By:_____

Christopher Williams,

Acting Superintendent of Parks and Recreation

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By:_____
James M. Salter,
Acquisition Program Manager

Date:_____

2014 CITY CLERK

WARRANTY DEED

STATE OF WASHINGTON)
)ss
County of King)

On this _____ day of _____, 201_, before me personally appeared _____, to me known to be the Acting Superintendent of Parks and Recreation, for the City of Seattle, and that he executed the within and foregoing instrument to be the free and voluntary act and deed of said City of Seattle, for the uses and purposes therein set forth, and on oath states that he is authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

_____
Notary Public in and for the State of
Washington, residing at _____
My commission expires _____

2014 CITY CLERK

WARRANTY DEED

EXHIBIT A

All that portion of the hereinafter described Tract X lying Southerly of the following described line:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 144+00 on the SR 520 line survey of SR 520, SR 5 Vicinity to Evergreen Point Bridge and 257.29 feet Northerly therefrom; thence Easterly, parallel with said line survey to a point opposite HES 145+55± thereon, said point being on the most Westerly line of said Tract X; thence Northerly, along said Westerly line, to a point opposite said HES and 378.05 feet Northerly therefrom; thence Easterly to a point opposite HES 146+45± on said line survey and 378.07 feet Northerly therefrom, said point being on the Northerly line of said Tract X; thence Northerly to a point opposite said HES and 403.60 feet Northerly therefrom; thence Northeasterly, along a curve to the left, having a radius of 67.50 feet an arc distance of 85.72 feet, to a point opposite HES 147+03± on said line survey and 467.84 feet Northerly therefrom, said point being on the Westerly line of said Tract X; thence Northerly, along said Westerly line, to a point opposite HES 147+04± on said line survey and 500.13 feet Northerly therefrom; thence Easterly to a point opposite HES 151+85.59 on said line survey and 418.42 feet Northerly therefrom; thence Southeasterly to a point opposite HES 152+88.37 on said line survey and 275.07 feet Northerly therefrom and the terminus of said line description.

TRACT X:

Parcel A:

Lot 11, Block 4, Montlake Park, according to the plat thereof recorded in Volume 18 of Plats, page 20, in King County, Washington.

Parcel B:

A tract of land delineated on and designated "Park" in the plat of Montlake Park, according to the plat thereof recorded in Volume 18 of Plats, page 20, in King County, Washington, and lying Easterly of Blocks 4 and 6 and East Park Drive as shown on the face of said plat; AND Blocks 9, 10 and 11, Lake Washington Shore Lands, according to the official maps thereof on file in the Office of the Commissioner of Public Lands at Olympia, Washington.

Parcel C:

DPS CITY CLERK

WARRANTY DEED

Lot 3, Block 11-A, Supplemental Map of Lake Washington Shorelands, as shown on the official map of said shorelands filed in the Office of Commissioner of Public Lands at Olympia, Washington, September 15, 1916;

EXCEPT that portion thereof condemned for highway in Superior Court Cause Number 597685 and/or conveyed to the State of Washington by deeds recorded under Recording Numbers 5538441 and 5538444.

Parcel D:

That portion of the Old Canal right-of-way (Canal Reserve) in the Northeast quarter and the Northwest quarter of Section 21, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the Southwest comer of Lot 11, Block 4, Montlake Park, an Addition to the City of Seattle, according to the plat thereof recorded in Volume 18, page 20; thence on the South line of said Addition, the said line also being the North line of the Canal Reserve, South 89°42'49.4" East 400 feet; thence South 0°17'10.6" West 120 feet; thence North 89°42'49.4" West 400 feet; thence North 0°17'10.6" East 120 feet to the place of beginning;

EXCEPT any portion in Lot 3, Block 11-A, Supplemental Map of Lake Washington Shorelands, as shown on the official map of said shorelands filed in the Office of Commissioner of Public Lands at Olympia, Washington, September 15, 1916;

AND EXCEPT that portion thereof condemned for highway in Superior Court Cause Number 597685 and/or conveyed to the State of Washington by deeds recorded under Recording Numbers 5538441 and 5538444.

Parcel E:

That portion of the Old Canal right-of-way (Canal Reserve) in the Northeast quarter of Section 21, Township 25 North, Range 4 East, W.M., in King County, Washington, lying Northerly of Primary State Highway No. 1, now known as State Route 520, as established by Superior Court Cause Number 597685 and Deeds recorded under Recording Numbers 5538441 and 5538444;

AND lying Southerly of the following described parcel:

Beginning at the Southwest comer of Lot 11, Block 4, Montlake Park, an Addition to the City of Seattle, according to the plat thereof recorded in Volume 18, page 20; thence on the South line of said Addition, the said line also being the North line of the Canal Reserve, South

89°42'49.4" East 400 feet; thence South 0°17'10.6" West 120 feet; thence North 89°42'49.4" West 400 feet; thence North 0°17'10.6" East 120 feet to the place of beginning;

CITY CLERK

WARRANTY DEED
Parcel F:

Those certain site improvements not previously conveyed under King County Recording Number 20101214001168 within the "MOHAI Use Area" lying within the hereinbefore described Parcels A, B, C, D and E.

Parcel G:

All right, title and interest per the terms, easements, covenants, agreements and restrictions as disclosed by those documents recorded under King County Recording Numbers 3133042, 4207669, 4955020, 5411110, and 5447962.

Parcel H:

That portion of Old Canal right-of-way (Canal Reserve) in the northeast quarter of Section 21, Township 25 North, Range 4 East, W.M., in King County, Washington, lying northerly and southwesterly of SR 520,as established by decree entered in King County Superior Court Condemnation Cause Number 597685 and by deeds recorded under Recording Numbers 5538441 and 5538444; and lying southerly of Lot 3, Block 11A, Supplemental Map of Lake Washington Shore Lands, according to the official maps thereof on file in the Office of the Commissioner of Public Lands in Olympia, Washington; and lying easterly of the following described line:

Beginning at the southwest corner of Lot 11, Block 4, Montlake Park, an Addition to the City of Seattle, according to the plat thereof recorded in Volume 18, page 20; thence on the south line of said addition, the said line being also the north line of the Canal Reserve, south 89°42'49.4" east 400 feet to the TRUE POINT OF BEGINNING of line description; thence south 00°17'10.6" west 120 feet to the terminus of line description.

The lands herein described contain an area of 121,666 square feet, more or less, the specific details concerning all of which are to be found on sheets 5 and 7 of that certain plan entitled SR 520, SR 5 Vicinity to Evergreen Point Bridge, now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval June 17, 2005, revised May 2, 2013

Grantor's Initials

CITY CLERK

WARRANTY DEED

EXHIBIT B

The conveyance herein is subject only to the following:

Release of Damages Agreement and the terms and conditions thereof:
Between: Edward L. Blaine and Julia H. Blaine
And: United States of America
Recording Information: 429584; October 24, 1906

Exceptions and Reservations contained in deed from the state of Washington, whereby the Grantor excepts and reserves all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry; recorded under Recording Numbers 660935 and 9605131415. Right of State of Washington or its successors, subject to payment of compensation therefor, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals and other products from this and other property, as reserved in deed referred to above.

Any prohibition of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now or has been formerly covered by water.

Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.

Right of the State of Washington in and to that portion of the property herein described which lies below the line of ordinary high water of Lake Washington, as said line existed prior to October 25, 1913.
Affects: Those portions of the shorelands lying outside the boundaries of Blocks 9, 10 and 11, Lake Washington Shore Lands

Easement and the terms and conditions referenced therein, including, but not limited to, the following:
Grantee: City of Seattle
Purpose: Ingress, egress, light, air and view
Recorded: April 11, 1962
Recording number: 5411111

Easement and the terms and conditions referenced therein, including, but not limited to, the following:
In favor of: State of Washington
Purpose: Slope

2015 CITY CLERK

WARRANTY DEED
Condemned in King County Superior
Court Cause No.: 597685

Condemnation of access to state highway and of light, view and air by decree to the State of Washington:
Superior Court Cause Number: 597685

CITY CLERK

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

Document Title: Amended Temporary Easement
Reference Number of Related Document: 20130930001176
Grantor(s): City of Seattle
Grantee(s): State of Washington, Department of Transportation
Legal Description: Ptns of the NW¼, Sec 21, Twp 25 N, Rge 4 E. W.M.
Additional Legal Description is on Pages of Document.
Assessor's Tax Parcel Number: 560500-0450-03, 560500-0646-08, 411610-0015-04 and 212504-9144-00

AMENDED TEMPORARY EASEMENT

State Route 520, SR 5 Vicinity to Evergreen Point Bridge

The Grantor(s), The City of Seattle, Department of Parks and Recreation, for and in consideration of the sum of TEN AND NO/100 ($10.00) Dollars, and other valuable consideration, convey(s) and grant(s) unto the State of Washington, acting by and through its Department of Transportation, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of providing a work area for adjacent highway construction-related activities and operating all necessary machinery and equipment in, on, over and across the Temporary Easement Area (but not for the purposes of constructing any permanent improvements thereon).

The term of this Temporary Easement shall be a 181 day period (Construction Period) which may occur anytime between January 1, 2014 and December 31, 2018 (Termination Date) but in no event shall the Construction Period extend beyond December 31, 2018. The Construction period shall commence upon initiation of Grantee's construction within the Easement Area. Grantee shall provide at least ten (10) working days written notice to the Grantor prior to commencement of the Construction Period.

All construction and other activities with respect to the Temporary Easement area must comply with applicable federal, state, and local laws and regulations. Grantee shall be solely

CITY CLERK

TEMPORARY EASEMENT

responsible for and shall implement reasonable and necessary safety measures whenever any Grantee work is undertaken in the Temporary Easement area. Grantee will, at its sole cost and expense, maintain the Temporary Easement Area and damage to the burdened property that arises from the use or exercise of rights or performance of obligations under this Temporary Easement by Grantee or any contractor, consultant, agent or invitee of Grantee. Upon the expiration or sooner termination of the term of this Temporary Easement, Grantee agrees to restore or cause to have restored the Temporary Easement Area to a condition otherwise mutually agreed upon by Grantor and Grantee and the time of such expiration or sooner termination of this Temporary Easement.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend (by counsel reasonably acceptable to Grantor), and hold harmless Grantor from and against any and all claims, demands, suits, judgments, fines, penalties, encumbrances, liens, damages of any type whatsoever (whether foreseeable or unforeseeable), costs and expenses, liabilities or losses, to the extent arising out of or in connection with the acts and omissions of Grantee, its employees, contractors, subcontractors, agents, representatives (collectively, "Grantee Affiliates"), and invitees, or any other party aside from Grantor, including, but not limited to, members of the general public in or on the Temporary Easement area during any period of Grantor's use. This indemnity is intended to and does include any handling of hazardous materials (as defined in any Federal, state or local law) by Grantee or any Grantee Affiliate, or any other party aside from Grantor, or the presence or release of such hazardous materials in, on or under the Temporary Easement area (caused by Grantee, any Grantee Affiliate, or any other party aside from Grantor) during the term of this Temporary Easement.

Said lands being situated in King County, State of Washington, and described as follows:

For legal description and additional conditions
See Exhibit A attached hereto and made a part hereof.

This document hereby supersedes and replaces that certain Temporary Easement recorded September 30, 2013 under King County Recording Number 20130930001172.

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

Dated:_____,_____

CITY CLERK

TEMPORARY EASEMENT

THE CITY OF SEATTLE
Department of Parks and Recreation

_____

Christopher Williams, Acting Superintendent

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By:_____
James M. Salter,
Acquisition Program Manager

Date:_____

CITY CLERK

TEMPORARY EASEMENT

STATE OF WASHINGTON)
)ss
County of King)

On this _____ day of _____, 201_, before me personally appeared Christopher Williams, to me known to be the Acting Superintendent, for the City of Seattle, acting by and through its Department of Parks and Recreation, and that he executed the within and foregoing instrument to be the free and voluntary act and deed of said City of Seattle, for the uses and purposes therein set forth, and on oath states that he is authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

_____
Notary Public in and for the State of
Washington, residing at _____
My commission expires _____

CITY CLERK

TEMPORARY EASEMENT

EXHIBIT A

That portion of the hereinafter described Tract X lying within the following described tract of land:

Beginning at a point opposite Highway Engineer's Station (hereinafter described as HES) 146+45± on the SR 520 line survey of SR 520, SR 5 Vicinity to Evergreen Point Bridge and 778.18 feet Northerly therefrom, said point also being on the Westerly of said Tract X; thence Southerly, along said Westerly line, to a point opposite said HES and 728.54 feet Southerly therefrom; thence Southeasterly, along a curve to the right, having a radius of 67.50 feet an arc distance of 85.72 feet, to a point opposite HES 147+10± on said line survey and 663.78 feet Northerly therefrom, said point being on the Westerly line of said Tract X; thence Southerly, along said Westerly line, to a point opposite said HES 147+10± and 500.13 feet Northerly therefrom; thence Southeasterly to a point opposite HES 151+85.59 on said line survey and 418.42 feet Northerly therefrom; thence Southeasterly to a point opposite HES 152+88.37 on said line survey and 275.07 feet Northerly therefrom; thence Northeasterly to a point opposite HES 153+41.85 on said line survey and 304.75 feet Northerly therefrom; thence Northwesterly to a point opposite HES 152+30 on said line survey and 459 feet Northerly therefrom; thence Northwesterly to a point opposite HES 152+38 on said line survey and 510 feet Northerly therefrom; thence Northwesterly to a point opposite HES 147+73 on said line survey and 606.43 feet Northerly therefrom; thence Northerly to a point opposite HES 147+81 on said line survey and 670.83 feet Northerly therefrom; thence Northwesterly, along a curve to the left, having a radius of 107 feet an arc distance of 147.96 feet Northerly therefrom to the point of beginning.

TRACT X:

Parcel A:

Lot 11, Block 4, Montlake Park, according to the plat thereof recorded in Volume 18 of Plats, page 20, in King County, Washington.

Parcel B:

A tract of land delineated on and designated "Park" in the plat of Montlake Park, according to the plat thereof recorded in Volume 18 of Plats, page 20, in King County, Washington, and lying Easterly of Blocks 4 and 6 and East Park Drive as shown on the face of said plat; AND Blocks 9, 10 and 11, Lake Washington Shore Lands, according to the official maps thereof on file in the Office of the Commissioner of Public Lands at Olympia, Washington.

Parcel C:

CITY CLERK

TEMPORARY EASEMENT

Lot 3, Block 11-A, Supplemental Map of Lake Washington Shorelands, as shown on the official map of said shorelands filed in the Office of Commissioner of Public Lands at Olympia, Washington, September 15, 1916;

EXCEPT that portion thereof condemned for highway in Superior Court Cause Number 597685 and/or conveyed to the State of Washington by deeds recorded under Recording Numbers 5538441 and 5538444.

Parcel D:

That portion of the Old Canal right-of-way (Canal Reserve) in the Northeast quarter and the Northwest quarter of Section 21, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the Southwest comer of Lot 11, Block 4, Montlake Park, an Addition to the City of Seattle, according to the plat thereof recorded in Volume 18, page 20; thence on the South line of said Addition, the said line also being the North line of the Canal Reserve, South 89°42'49.4" East 400 feet; thence South 0°17'10.6" West 120 feet; thence North 89°42'49.4" West 400 feet; thence North 0°17'10.6" East 120 feet to the place of beginning;

EXCEPT any portion in Lot 3, Block 11-A, Supplemental Map of Lake Washington Shorelands, as shown on the official map of said shorelands filed in the Office of Commissioner of Public Lands at Olympia, Washington, September 15, 1916;

AND EXCEPT that portion thereof condemned for highway in Superior Court Cause Number 597685 and/or conveyed to the State of Washington by deeds recorded under Recording Numbers 5538441 and 5538444.

Parcel E:

That portion of the Old Canal right-of-way (Canal Reserve) in the Northeast quarter of Section 21, Township 25 North, Range 4 East, W.M., in King County, Washington, lying Northerly of Primary State Highway No. 1, now known as State Route 520, as established by Superior Court Cause Number 597685 and Deeds recorded under Recording Numbers 5538441 and 5538444;

AND lying Southerly of the following described parcel:

Beginning at the Southwest comer of Lot 11, Block 4, Montlake Park, an Addition to the City of Seattle, according to the plat thereof recorded in Volume 18, page 20; thence on the South line of said Addition, the said line also being the North line of the Canal Reserve, South 89°42'49.4" East 400 feet; thence South 0°17'10.6" West 120 feet; thence North 89°42'49.4" West 400 feet; thence North 0°17'10.6" East 120 feet to the place of beginning;

Parcel F:

DIS CITY CLERK

TEMPORARY EASEMENT

That portion of the harbor area fronting Blocks 9, 10 and 11, Lake Washington Shorelands, according to the official maps thereof on file in the Office of the Commissioner of Public Lands at Olympia, Washington, described as follows:

Beginning at the meander corner between Sections 16 and 21 in Township 25 North, Range 4 East, W.M., in King County, Washington; thence South 89°42'46" East, 157.031 feet to the Inner Harbor Line, as shown on Lake Washington Shorelands, according to the official maps thereof on file in the Office of the Commissioner of Public Lands at Olympia, Washington, and the TRUE POINT OF BEGINNING; thence South 89°42'46" East 250 feet; thence South 00°17'13.9" West, 100 feet; thence South 89°42'46.1" East 303.012 feet; thence South 213.083 feet to the Northwest corner of Lot 1, Block 11-A, Supplemental Map of Lake Washington Shorelands, according to the official maps thereof on file in the Office of the Commissioner of Public Lands at Olympia, Washington; thence South 46°49'30.6" West, 443.176 feet; thence North 89°42'49.4" West, 232.247 feet; thence north 00°16'19.3" East, 617.933 feet to the TRUE POINT OF BEGINNING;

EXCEPT that portion lying within SR 520, as established by decree entered in King County Superior Court Cause Number 597685.

The lands herein described contain an area of 61,628 square feet, more or less, the specific details concerning all of which are to be found on sheet 7 of that certain plan entitled SR 520, SR 5 Vicinity to Evergreen Point Bridge, now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval June 17, 2005, revised May 2, 2013

Grantor's Initials

DPS CITY CLERK

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

Document Title: Quitclaim Deed (Access Rights Only)
Reference Number of Related Document:
Grantor(s): City of Seattle
Grantee(s): State of Washington, Department of Transportation
Legal Description:
Additional Legal Description is on Page of Document.
Assessor's Tax Parcel Number: Ptn 411610-0015-04 and

QUITCLAIM DEED
(ACCESS RIGHTS ONLY)

State Route 520, Montlake Interchange Vicinity to Arboretum Interchange Vicinity

The Grantor(s), the **City of Seattle, Department of Parks and Recreation**, for and in consideration of the sum of TEN AND 00/100 ($10.00) Dollars, and other valuable consideration, hereby convey(s) and quitclaim(s) to the **State of Washington, acting by and through its Department of Transportation**, Grantee, all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between State Route 520, 24th Ave E, and the following described Tract "P" abutting thereon, and any after acquired interest therein, situated in King County, Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

DPS CITY CLERK

QUITCLAIM DEED - Access Rights Only
Tract P:

Parcel 1:

A tract of land delineated on and designated "Park" in the plat of Montlake Park, according to the plat thereof recorded in Volume 18 of Plats, page 20, in King County, Washington, and lying Easterly of Blocks 4 and 6 and East Park Drive as shown on the face of said plat;
AND Blocks 9, 10 and 11, Lake Washington Shore Lands, according to the official maps thereof on file in the Office of the Commissioner of Public Lands at Olympia, Washington.
EXCEPT that portion conveyed to the State of Washington, acting by and through its Department of Transportation by Deed recorded September 9, 2013 under King County Recording Number 20130930001172.

Parcel 2:

That portion of the harbor area fronting Blocks 9, 10 and 11, Lake Washington Shorelands, according to the official maps thereof on file in the Office of the Commissioner of Public Lands at Olympia, Washington, described as follows:

Beginning at the meander corner between Sections 16 and 21 in Township 25 North, Range 4 East, W.M., in King County, Washington; thence south 89°42'46.1" east, 157.031 feet to the Inner Harbor Line, as shown on Lake Washington Shorelands, according to the official maps thereof on file in the Office of the Commissioner of Public Lands at Olympia, Washington, and the TRUE POINT OF BEGINNING; thence south 89°42'46.1" east 250 feet; thence south 00°17'13.9" west, 100 feet; thence south 89°42'46.1" east 303.012 feet; thence south 213.083 feet to the northwest corner of Lot 1, Block 11-A, Supplemental Map of Lake Washington Shorelands, according to the official maps thereof on file in the Office of the Commissioner of Public Lands at Olympia, Washington; thence south 46°49'30.6" west, 443.176 feet; thence north 89°42'49.4" west, 232.247 feet; thence north 00°16'19.3" east, 617.933 feet to the TRUE POINT OF BEGINNING;
EXCEPT that portion lying within SR 520, as established by decree entered in King County Superior Court Cause Number 597685.
ALSO EXCEPT that portion conveyed to the State of Washington, acting by and through its Department of Transportation by Deed recorded February 21, 2014 under King County Recording Number 20140221001260.

It is expressly intended that these covenants, burdens and restrictions shall run with the described land and shall forever bind the grantors, their successors and assigns.

DIS CITY CLERK

QUITCLAIM DEED - Access Rights Only

The specific details concerning all of which are to be found on Sheets 2 and 4 of that certain plan entitled SR 520, Montlake Interchange Vicinity to Arboretum Interchange Vicinity, now

of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 10, 2014.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

Dated: _____, _____

THE CITY OF SEATTLE,
Department of Parks and Recreation

_____
Christopher Williams, Acting Superintendent

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By:_____
James M. Salter
Acquisition Program Manager

Date: _____

DIS CITY CLERK

QUITCLAIM DEED - Access Rights Only

STATE OF WASHINGTON)
)ss
County of King)

On this _____ day of _____, 201_, before me personally appeared Christopher Williams, to me known to be the Acting Superintendent, for the City of Seattle, acting by and through its Department of Parks and Recreation, and that he executed the within and foregoing instrument to be the free and voluntary act and deed of said City of Seattle, for the uses and purposes therein set forth, and on oath states that he is authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

_____
Notary Public in and for the State of
Washington, residing at _____
My commission expires _____

2014 CITY CLERK

Form revised: February 26, 2014

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Parks and Recreation	Lise Ward/ 733-9106	Forrest Longman/ 684-0331

Legislation Title:
AN ORDINANCE relating to the SR 520, I-5 to Medina: Bridge Replacement and HOV Project; authorizing the execution and delivery of an amendment to the Bryant Site Real Estate Purchase and Sale Agreement between the University of Washington and the City of Seattle; authorizing the execution and delivery of a deed of access rights to the Washington State Department of Transportation ("WSDOT"); authorizing execution and delivery of a correction deed and amended temporary easement in connection with the conveyance to WSDOT of certain City property under Ordinance 124247 and superseding said ordinance insofar as in conflict herewith; and ratifying and confirming prior acts.

Summary of the Legislation:
This proposed legislation approves an amendment to the Bryant Site Real Estate Purchase and Sale Agreement UW – City of Seattle (PSA) and authorizes the Superintendent of Parks and Recreation to execute the amendment on behalf of the City. The amendment ensures payment to the City of the environmental mitigation funds at the time of closing rather than after the new park is developed and makes minor modifications in the legal description for the Bryant Site resulting from the lot boundary adjustment process used to segregate the site from a larger parcel. This ordinance also authorizes the Superintendent to execute a quitclaim deed of access rights on behalf of the City to WSDOT, allowing WSDOT to restrict access to and from East Montlake Park and the Arboretum onto SR 520 and to extend the duration of a temporary construction easement previously granted to WSDOT, to accommodate delays in the State's project. Finally, the ordinance authorizes the Superintendent to execute a correction deed that corrects an error in the legal description of the former MOHAI land conveyed by the City to the State and an amended temporary construction easement that accounts for delays in the commencement of the SR 520 West Approach Bridge North (WABN) project. Compensation for the property conveyed by correction deed and temporary easement has previously been received by the City.

Background:
By Ordinance 124323, October 16, 2013, the City entered into a three-party agreement with the University of Washington (UW) and WSDOT. The agreement called for the exchange of certain City-owned property at the Arboretum and East Montlake Park for the "Bryant Site" property owned by the UW (located at NE Boat Street at the foot of Brooklyn Avenue) and included a Purchase and Sale Agreement between the UW and the City for the Bryant Site acquisition. The City is acquiring the Bryant Site as replacement for park property that is being acquired by

WSDOT for the widening of SR 520. The property WSDOT acquired had been improved with funding from the federal Land and Water Conservation Fund (LWCF). Section 6(f) of the LWCF Act requires replacement of LWCF-improved land removed from park use. The City and UW were joint beneficiaries of a LWCF grant for improvements to the Arboretum Lakeside Trail, a portion of which is located on the acquired property.

The proposed Amendment to the Purchase and Sale Agreement consists of three components:

1. A new recital requested by UW which signals UW's compliance with RCW 28B.20 concerning replacement of UW holdings at the Arboretum.
2. Revisions to Section 2.3, which clarifies that the City will receive an agreed UW environmental remediation payment of $2,389,500 at the closing of the Bryant Site conveyance rather than when the new park project is completed.
3. Revised Exhibit A, Legal Description of Bryant Site and Exhibit E, Deed, which reflect minor changes in the legal description that resulted from the Lot Boundary Adjustment process used to segregate the site from a larger parcel and approved title exceptions.

NOTE: The National Park Service formally approved the SR520 conversion and replacement by the Bryant Site on May 22, 2014.

Additionally, the proposed ordinance authorizes the execution of a correction deed and amended temporary easement previously executed under the authority of Ordinance 124247. The correction deed is necessary to correct an error in the legal description for the land sold to the State and formerly occupied by MOHAI at McCurdy Park. The amended temporary easement is for construction in McCurdy Park and is necessary since WSDOT's WABN project has been delayed. The City has already received compensation for the property that is the subject of the revised deed and easement.

Lastly, the proposed ordinance authorizes the Superintendent to execute a quitclaim deed of access rights, only, in favor of WSDOT, from park land at East Montlake Park and the Arboretum immediately adjacent to the SR 520 right-of-way. These rights, which prevent public access to the highway, are generally addressed at the time of the transfer of property but due to a State oversight, the access rights were not previously conveyed. This quitclaim deed has no financial consequences and merely rectifies a prior oversight.

There are no negative consequences to the City from any of the actions contemplated by this ordinance.

__X__ This legislation does not have any financial implications.

____ This legislation has financial implications.

Other Implications:

a) **Does the legislation have indirect financial implications, or long-term implications?**
Yes. One of the amendments ensures the City will receive the mitigation funds of $2,389,500 at the time of closing, rather than when the new park at the Bryant Site is completed. The current agreement was ambiguous regarding the timing of the funds coming to the City. Also, failure to pass this legislation could result in delays and increased costs to the State's SR 520 project.

b) **What is the financial cost of not implementing the legislation?**
Without the amendment, there could be a delay in the City receiving the mitigation funds and since there is requirement that the Bryant Site be developed within five years of the conveyance of the 6(f) properties, the City might be required to find development funds from other sources.

c) **Does this legislation affect any departments besides the originating department?**
No.

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

h) **Other Issues:** None

List attachments to the fiscal note below:

City of Seattle
Edward B. Murray
Mayor

August 19, 2014

Honorable Tim Burgess
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Burgess:

I am pleased to transmit the attached Council Bill, relating to the Washington State Department of Transportation's (WSDOT's) new SR520 project that authorizes an amendment to the Purchase and Sale Agreement between the City and the University of Washington (UW) for the Bryant Marina site. The Bryant site is the property the City is acquiring from the UW with State funds to replace park property lost due to the new SR 520 bridge project. Providing replacement property is a requirement of the National Park Service (NPS) because the property acquired for SR 520 construction was improved with money from the Federal Land and Conservation Water Fund. The Council approved the Bryant site acquisition along with several other agreements related to this site and the SR 520 project in October 2013.

The proposed amendment to the Purchase and Sale Agreement will:

- Add a recital, at UW's request, which signals UW's compliance with RCW 28B.20 concerning replacement of UW holdings at the Arboretum;
- Ensure the City receives the environmental remediation funds up front, at the time the acquisition closes, rather than at completion of the new park development;
- Revise the legal description of the property the City is to acquire from the UW, which reflects minor changes that came about from the Lot Boundary Adjustment process used to segregate the site from a larger parcel.

Additionally, this Council Bill corrects an error in the legal description in the deed to the land at the Museum of History of Industry (MOHAI) site previously conveyed to WSDOT; authorizes the Superintendent of Parks and Recreation to deed certain rights over City property to WSDOT property in order to control access between park property and SR520; and extends the range of dates during which WSDOT can make use of its existing temporary easement, in areas adjacent to the MOHAI site, for construction work. This proposed legislation will enable the City to move forward to acquire the Bryant site and clarify the areas of the SR520 project over which WSDOT has control. Thank you for your consideration of this legislation. Should you have any questions, please contact Lise Ward at 733-9106.

Sincerely,

Edward B. Murray
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Office of the Mayor
Seattle City Hall, 7th Floor
600 Fourth Avenue
PO Box 94749
Seattle, Washington 98124-4749

Tel (206) 684-4000
Fax: (206) 684-5360
Hearing Impaired use the Washington Relay Service (7-1-1)
www.seattle.gov/mayor

2014 CITY CLERK