

Return Address:

City of Seattle
Department of Parks and Recreation
800 Maynard Avenue S., Third Floor
Seattle, WA 98134
Attention: Property Management

MAINTENANCE AGREEMENT

Grantor: SEATTLE CHILDREN'S HOSPITAL, a Washington nonprofit corporation

Grantee: THE CITY OF SEATTLE, a municipal corporation of the State of Washington

Legal Description (abbreviated):

All that certain property situate in the City of Seattle, County of King, State of Washington lying within the south 309.00 feet of the north 964.29 feet of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 10, Township 25 North, Range 4 East, W.M., lying east of the abandoned Northern Pacific Railroad Right of Way, now City of Seattle Burke-Gilman Trail, and westerly of the westerly margin of Sand Point Way NE as established in King County Superior Court Cause Number 292659, under Ordinance No. 54278 of the City of Seattle

Complete legal description is included in **Exhibit B** of this document.

Assessor's Tax Parcel ID#:

102504-9040

Reference Numbers of Related Documents:

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (“**Agreement**”) is made by and between Seattle Children’s Hospital, a Washington nonprofit corporation (“**Children’s**” or “**Grantor**”) and the City of Seattle, a municipal corporation of the State of Washington, by and through its department of Parks and Recreation (the “**City**” or “**Parks**”) and is effective as of the date of mutual signature between the parties and recording with King County (“**Effective Date**”).

RECITALS

- A.** The City is the owner of a public multi-purpose trail known as the Burke-Gilman Trail.
- B.** Children’s is the owner of certain real property (the “**Hartmann Property**”) located in the City of Seattle, King County, Washington, and legally described on **Exhibit A** and graphically depicted on **Exhibit B**. The City owns portions of real property (“**City-owned Landscape Maintenance Area**” and “**City-owned Trail Connection Area**”), which are legally described and graphically depicted on **Exhibit B** and shall collectively be referred to as “**City Property**.”
- C.** The Seattle City Council granted preliminary approval with conditions of Children’s street vacation petition on June 1, 2010 (City of Seattle Clerk’s File No. 309690) (“**Preliminary Street Vacation Approval**”). One condition of the Preliminary Street Vacation Approval is that Children’s provide a 24-hour pedestrian and bicycle public access from the Burke-Gilman Trail to Sand Point Way NE (the “**Trail Connection**”). The Trail Connection area (which includes the City-owned Trail Connection Area and the Trail Easement Area as defined below) is also legally described and graphically depicted on **Exhibit B**.
- D.** In partial satisfaction of the Trail Connection condition, Children’s has completed construction of a paved trail and associated lighting and landscaping across the Hartmann Property (“**Trail Easement Area**”) pursuant to Seattle Department of Construction and Inspections (“SDCI”) Master Use Permit No. 3014589 and plans approved in connection with SDCI Building Permit 6357361 and has granted to the City a public access trail easement over the Trail Easement Area pursuant to a Trail Easement Agreement between Children’s and executed on the same date.
- E.** Children’s has agreed to maintain and repair the paved recreation trail and associated lighting on the Trail Connection and to maintain the City-owned Landscape Maintenance Area as set forth herein.
- F.** The City grants to Children’s limited and revocable permission to access City Property to effectuate this Agreement and ensure proper maintenance and repair of the City-owned Trail Connection Area and the City-owned Landscape Maintenance Area.
- G.** Except as otherwise set forth herein, both the City and Children’s intend for the covenants herein to be recorded as public record, as necessary, and are intended to be entered into on behalf of their heirs, successors, and/or assign, and shall run with the properties described herein and be binding on all parties having any right, title, or interest in said properties or any part thereof, including their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained in or referenced by this Agreement, but no monetary consideration, the City and Children’s agree as follows:

1. **Children’s Maintenance Covenant: Trail Connection & City-owned Landscape Maintenance Area.**

Children’s, on behalf of its successors and assigns, hereby agrees to maintain, repair, replace and reconstruct those improvements constructed or placed in the Trail Connection and the City-owned Landscape Maintenance Area, whether on City Property or on the Hartmann Property, at its sole cost and expense as further described below; provided that Children’s shall only be required to perform the obligations set forth in 1(A) and 1(B) below on the City Property during the term of the Access License (as defined in Section 2(A) below). If the Access License is terminated as set forth in 2(A) below, Children’s shall have no further obligation to perform any maintenance and repair on that portion of the Trail Connection located on City Property or any maintenance or repair on the City-owned Landscape Maintenance Area. All structures, facilities, utilities, equipment, landscaping materials, plantings or improvements of any kind (“**Trail Connection Improvements**”) that are acquired, constructed or installed in, under, upon, across or over the Children’s owned Trail Easement Area by Children’s shall be and remain the property of Children’s. All Trail Connection Improvements that are acquired, constructed or installed in, under, upon, across or over City Property by Children’s shall be and remain the property of the City.

A. Maintenance and Repair of Trail Connection.

- (i). Children’s shall keep the pavement of the entire Trail Connection in a safe and clean condition, maintained at least to the condition of the Burke-Gilman Trail adjacent to the Trail Connection.
- (ii). Children’s shall keep retaining wall(s) in a safe and structurally sound condition as determined by a City Civil Engineer and repair or replace it if determined to be structurally unsound or failing.
- (iii). Children’s shall maintain, repair and replace all light fixtures which includes but is not limited to payment of related utility costs, cleaning lenses and standards, and replacing light bulbs.
- (iv). Children’s shall repair damage due to vandalism or accidental damage or destruction and replace or reconstruct if repair is not adequate or possible.
- (v). Children’s shall remove graffiti from all Trail Connection Improvements. Graffiti containing obscene or offensive language shall be removed within twenty-four (24) hours of notice; other graffiti shall be removed as soon as possible, but within seven (7) days.
- (vi). Children’s shall maintain, repair and replace any sign(s) installed by Children’s.
- (vii). Children’s shall promptly mitigate any safety hazards such as broken lights, broken pavement, broken glass, and the like.
- (viii). Children’s shall repair or replace as necessary all Trail connection improvements, whether owned by the City or Children’s shall be maintained to Parks’ standard as determined by the District’s Crew Chief and replaced when necessary as determined by the Parks’ Superintendent or their delegee. Any maintenance, repair or replacement

of City-owned improvements shall not serve to transfer property ownership from City to Children's.

B. Maintenance and Repair of City-owned Landscape Maintenance Area.

- (i). Children's shall perform all activities necessary to establish and maintain landscaping installed per Revocable Use Permit 2013-041 (RUP), including, without limitation, watering and other maintenance necessary to establish and maintain all plantings; replacing plants that do not survive; weeding, pruning, mulching, irrigating, and trash and graffiti removal.
- (ii). Children's shall perform normal maintenance of any irrigation system installed by Children's, such as winter freeze protection, replacement of heads and risers and other general maintenance necessary to keep any system operational and repairing and replacing as necessary.
- (iii). All maintenance assigned to Children's shall be performed to the reasonable satisfaction of the City, as determined by the Superintendent or the Superintendent's designee.

2. Limited Permission to Access City-owned Property.

A. Grant of Limited Permission to Access City Property.

Subject to the terms and conditions set forth in this Agreement, the City hereby grants to Children's limited and nonexclusive permission to access, construct, operate, repair and maintain: (a) the portions of City-owned Trail Connection Area; and (b) the portions of City-owned Landscape Maintenance Area for the sole purpose of performing the maintenance obligations set forth in this Agreement. Children's acknowledges that City Property may be subject to other authorized uses and existing rights, and except as set forth herein, Children's shall not unreasonably interfere with the access or use by such other authorized users. The rights granted to Children's under this Section 2(a) shall constitute the "Access License". The term of the Access License is perpetual and shall continue unless and until the City terminates the Access License in writing or the Agreement is terminated as set forth in Section 2(c). When reasonably necessary to ensure access or use by other authorized users, the City may condition, restrict or delay Children's access to the City-owned portions of the Trail Connection area and/or Landscape Maintenance Area and such condition, restriction or delay shall not be deemed a termination of the Access License. Upon conveyance of the Hartmann Property, the Access License shall pass to the successor owner of the Hartmann Property along with all other terms, conditions, covenants and restrictions set forth in this Agreement.

B. Limitations of Permission and Use of City Property.

Children's Access is limited for the purposes described in this Agreement, and Children's is responsible to limit its use to those purposes approved herein. Children's shall acquire no right or interest in the City Property set forth throughout this Agreement, nor to the occupancy of the same, or any part thereof, other than as herein described.

C. Binding Effect.

The terms, conditions, covenants and restrictions set forth in this agreement shall be deemed covenants on the Hartmann Property running with the land. This Agreement shall be perpetual and shall

inure to the benefit of the City and the public, and shall be binding on Children's and its successors, transferees and assigns, including, without limitation, mortgagees and tenants, unless and until (1) the City, at its discretion, determines that the Trail Connection is unnecessary and no longer in the public's interest and unilaterally terminates the Trail Easement Agreement in writing, or (2) if the City and Children's mutually terminate this Agreement or the Trail Easement Agreement in writing.

D. Temporary Closure.

Children's may reasonably and temporarily limit public access to the Trail Connection if necessary to perform its routine maintenance and repair obligations, but except in case of emergency, Children's shall coordinate timing with the City, shall post notice of such activities at least 48 hours in advance, and shall work with the City to establish satisfactory detour routes.

E. Contractors.

Upon fourteen (14) days written notice to the City, Children's may hire contractors to perform Children's obligations under this Agreement or license its obligations hereunder to a third party as approved by the City, but Children's must hire qualified, licensed and bonded third parties and all work must be performed, and completed, without delay. At the request of the Superintendent of Parks and Recreation, or the City's designee, Children's or its contractors shall post a bond, or bonds, for the benefit of the City, guaranteeing completion of work and restoration of any land and all improvements disturbed by such work to substantially the same condition as existed before the work.

F. Sale of Hartmann Property.

Notwithstanding any conveyance by Children's of its fee interest ownership in the Hartmann Property, this Agreement and all other covenants herein shall survive and continue as valid and ongoing covenants except those related to Children's personally maintaining the City Property as described herein.

Children's agrees that prior to conveying the Hartmann Property or any interests thereof subject to the covenants herein, Children's shall provide actual notice to such successors or assigns of the covenants set forth in this Agreement. In the event of a sale of the Hartmann Property by Children's, the successor owner of the Hartmann Property shall become solely responsible for the obligations under this Agreement, and from and after the date of closing of such sale, Children's shall be relieved of any obligation hereunder.

3. Indemnification.

Children's hereby covenants and agrees to forever release, defend, indemnify, and hold harmless the City, its officials, officers, employees, and agents, from all liabilities, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses, resulting from any actual or alleged bodily injury (including death) or actual or alleged damage to property arising out of or in connection with Children's activities on the Trail Connection or on City Property to the extent permitted by RCW 4.24.115. Children's further covenants and agrees to forever release, defend, indemnify, and hold harmless the City, its officials, officers, employees, and agents, from all liabilities, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses, resulting from the presence or release or disposal of Hazardous Materials in, on, under, or migrating to or from, the Hartmann Property. Solely to give full force and effect to Children's indemnity obligation contained herein and not for the benefit of any person, Children's specifically and expressly waives any immunity it may have under the Washington State Industrial Insurance Act, Title 51 RCW or any other industrial insurance,

workers' compensation or similar laws and acknowledges that this waiver was mutually negotiated by the parties as part of the consideration for this Agreement. This provision shall not be interpreted or construed as a waiver of Children's right to assert such immunity, defense or protection directly against any of its own employees. In no event shall Children's indemnification obligations under this Agreement be limited to the extent of any insurance available to or provided by Children's. The indemnification obligations under this Agreement do not apply to any liabilities, claims, causes of action, judgments or expenses resulting from bodily injury or property damage caused by the sole negligence or intentional acts of the public or the City, its officers, employees, elected officials, agents or subcontractors.

For purposes of this Agreement, "Hazardous Substance" means any hazardous, toxic, or dangerous substance, waste, or material that is regulated under any Environmental or Safety Law. "Environmental or Safety Law" means the Federal Water Pollution Control Act, the Clean Air Act, the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Superfund Amendment and Reauthorization Act, the Toxic Substances Control Act ("TSCA"), the Occupational Safety and Health Act, the Hazardous Materials Transportation Act, the Hazardous Materials Transportation Uniform Safety Act, the Oil Pollution Act of 1990, the Washington Water Pollution Control Act, the Clean Air Washington Act, the Washington Hazardous Waste Management Act ("HWMA"), the Washington Model Toxics Control Act ("MTCA"), the Washington Industrial Safety and Health Act, the Washington Worker and Community Right to Know Act, and the Washington Oil and Hazardous Substance Spill Prevention and Response Act, together with all regulations promulgated under any such authority, and any and all other federal, state, regional, local or international statutes, regulations, rules, ordinances, orders, court or regulatory agency directives, permits, licenses, governmental authorizations and common law causes of action that apply to (1) any hazardous substance or material regulated or restricted under CERCLA, RCRA, TSCA, MTCA, or the HWMA; (2) any other pollutant, contaminant, or waste; (3) the health or safety of persons; or (4) the protection of the environment or land use. "Environmental or Safety Law" includes past and future amendments and supplements.

In carrying out its obligations under this Agreement, Children's agrees not to bring onto or allow any employee or agent or contractor to bring onto the Trail Connection or City Property any Hazardous Substance, as defined above, except to the extent such materials are used in the ordinary course of performing its obligations under this Agreement. All Hazardous Substances used in the ordinary course of performing maintenance, repair, reconstruction or replacement shall be disposed of in a lawful manner.

4. Notices.

All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed given and received upon personal service or three days after deposit in the United States Mail, certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

To the City

Seattle Department of Parks and Recreation
800 Maynard Avenue South, Third Floor
Seattle, Washington 98134
Attention: Property Management

To Children's:

Attn: General Counsel
P.O. Box 5371
Seattle, WA 98105

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manner set forth above shall be effective when received by the party for whom it is intended.

5. Insurance.

As of the Effective Date of this Agreement, Children's shall, at its sole cost and expense, maintain in full force and effect until termination of this Agreement the following minimum limits of insurance. Children's will also require its contractors to carry insurance, as described below.

(i). **Commercial General Liability (CGL)** written on an occurrence form at least as broad as ISO CG 00 01, with Minimum Limits of Liability:

\$1,000,000 per Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal/Advertising Injury Liability

However, insurance on a "claims made" form may be acceptable with prior City approval. If coverage is approved and purchased on a "claims made" basis, Children's warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than five (5) years from the date of Contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form. If any insurance policy is issued on a "claims made" basis, the retroactive date shall be prior to or coincident with the effective date of the Contract.

(ii). **Coverage shall include:** Premises and Operations; Broad Form Property Damage (Including Completed Operations); Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract); Personal Injury and Advertising Liability; Independent Contractors; Severability of Interest Clause; Waiver of Subrogation endorsement in favor of the City as required by contract; General Aggregate Limits of Insurance shall apply separately; the limits of liability described above are minimum limits of liability only. Regardless of provisions to the contrary under the terms of any insurance policy maintained by Children's, the specification of any such minimum limits shall neither be (1) intended to establish a maximum limit of liability to be maintained by Children's as respects this Agreement, nor (2) construed as limiting the liability of any of Children's insurers, which must continue to be governed by the stated limits of liability of the relevant insurance policies.

(iii). **Umbrella or Excess Liability** insurance if and as necessary to maintain total CGL insurance limits of \$2,000,000 Each Occurrence and be no less broad than coverages described above.

(iv). **Automobile Liability** insurance for owned, non-owned, leased or hired vehicles, as applicable, written on a form CA 00 01 or equivalent WITH **MINIMUM LIMITS OF LIABILITY OF \$1,000,000** CSL.

(v). **Worker’s Compensation** insurance for Washington State as required by Title 51 RCW.

(vi). **General Requirements.**

City shall have the right to periodically review and revise insurance coverages and/or limits of liability as necessary to reflect changes in exposure to risk, inflation, industry conditions or other relevant circumstances upon ninety days prior written notice.

The insurance shall include “The City of Seattle, its officers, officials, employees, agents and volunteers” as additional insureds on the liability insurance policies listed above. Children’s insurance shall be primary and non-contributory to any insurance maintained by or available to the City. Children’s and its insurers expressly acknowledge that (a) coverages and limits of liability requirements herein are strictly intended to specify minimum levels of coverage and limits of liability, and (b) where the City is to be included as an additional insured, such additional insured status shall, notwithstanding any insurance policy language to the contrary, extend to the total limits of all insurance and/or self-insurance limits of liability maintained by Children’s, whether such limits are primary, excess, contingent or otherwise.

Coverage shall not be cancelled without forty-five (45) day written notice of such cancellation, except ten (10) day written notice as respects cancellation for non-payment of premium, to the City at its notice address except as may otherwise be specified in Revised Code of Washington (RCW) 48.18.290 (Cancellation by insurer.). The City and Children’s mutually agree that for the purpose of RCW 48.18.290 (1) (e), for both liability and property insurance, the City is deemed to be a “mortgagee, pledge, or other person shown by (the required insurance policies) to have an interest in any loss which may occur thereunder.”

Each insurance policy required hereunder shall be (1) subject to reasonable approval by City that it conforms with the requirements of this Section, and (2) be issued by an insurer rated A–: VII or higher in the then-current A. M. Best’s Key Rating Guide and licensed to do business in the State of Washington unless procured under the provisions of chapter 48.15 RCW (Unauthorized insurers).

Children’s has disclosed, and the City has approved, Children’s self-insured retention (“S.I.R.”). The cost of any claim falling within S.I.R. shall be the responsibility of Children’s. If S.I.R. for CGL or equivalent insurance is not “fronted” by an insurer but is funded and/or administered by Children’s or a contracted third-party claims administrator, Children’s agrees to defend and indemnify the City to the same extent as the City would be protected as an additional insured for primary and non-contributory limits of liability as required herein by an insurer.

(vii). **Evidence of Insurance.** On or before the Effective Date, and thereafter not later than the last business day prior to the expiration date of each such policy, the following documents must be delivered to City at its notice address as evidence of the insurance coverage required to be maintained by Children’s:

Certification of insurance documenting compliance with the coverage, minimum limits and general requirements specified herein; and

A copy of the policy's declarations pages, showing the insuring company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements specifying all endorsements listed on the policy including any company-specific or manuscript endorsements;

A copy of the CGL and excess insurance policy provision(s) documenting the City of Seattle and its officers, elected officials, employees, agents and volunteers as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number, and the original signature and printed name of the representative of the insurance company authorized to sign such endorsement;

Pending receipt of the documentation specified in this Section, Children's may provide a copy of a current complete binder. An ACORD certificate of insurance will not be accepted in lieu thereof.

If Children's SIR exceeds the insurance requirements of this agreement, there will be no policies from which to issue declaration pages, an endorsement or a copy of the policy. In lieu of such requirements, Children's shall issue the City a letter verifying the coverage of the City and its officers, elected officials, employees, agents and volunteers through Children's SIR.

(viii). Original certification of insurance shall be issued to the City at the address specified in Section 9 of this Agreement.

(ix). Children's Responsibility: The procuring of the policies of insurance required by this Agreement shall not be construed to limit Children's liability hereunder.

(x). REQUIRED SEPARATION OF INSURED PROVISION; CROSS-LIABILITY EXCLUSION AND OTHER ENDORSEMENTS PROHIBITED: Children's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except regarding the limits of the insurer's liability. Children's insurance policy shall contain no provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Seattle from coverage or asserting a claim under the Children's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Children's CGL policy or other policies shall include none of the following Endorsements (or their equivalent endorsement or exclusions): (a) Contractual Liability Limitation, (CGL Form 21 39 or equivalent), b) Amendment Of Insured Contract Definition, (CGL Form 24 26 or equivalent), (c) Limitation of Coverage to Designated Premises or Project, (CGL Form 21 44 or equivalent), (d) any endorsement modifying or deleting the exception to the Employer's Liability exclusion, (e) any "Insured vs. Insured" or "cross-liability" exclusion, and (f) any type of punitive, exemplary or multiplied damages exclusion.

6. Severability/Waiver. If any provision in this Agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby. The waiver by either 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.

7. Successors.

Except as set forth herein, the covenants, terms, conditions, obligations and restriction of this Agreement shall be binding upon, and inure to the benefit of, Children's and the City and their respective successors, transferees and assigns and shall continue as a servitude running in perpetuity with the Hartmann Property.

8. Children's Compliance with Applicable Law.

Children's shall comply, and shall cause its agents, employees and contractors to comply with all applicable federal, state, county and municipal laws, ordinances, and ADA regulations relating to any activity under this Agreement. If, because of any act or omission of Children's, any mechanic or other lien or order for payment of money shall be filed against the City Property, Children's shall furnish the City written proof of payment of any item that would or might constitute the basis for such a lien on the City Property if not paid.

9. No Liens: City Property.

Children's shall keep the City Property free from liens of any kind or nature relating to work performed by or for Children's. If, because of any act or omission of Children's, any mechanic or other lien or order for payment of money shall be filed against the City Property, Children's shall promptly notify the City of the same and, at Children's sole expense, cause the same to be discharged or bonded within thirty (30) days after the date of notice of such filing. At the City's request, Children's shall furnish the City written proof of payment of any item that would or might constitute the basis for such a lien on the City Property if not paid

10. Damage or Destruction of City Property.

Any property of the City damaged or destroyed by Children's, their agents, employees, contractors or licensees shall be promptly repaired or replaced by Children's to a condition satisfactory to the City, or, at the election of the City, by reimbursement from Children's in an amount necessary for the City to restore or replace the property to a condition satisfactory to the City.

11. Remedies/Right of Entry.

Enforcement by the City is at the discretion of the City and any forbearance by the City to exercise its rights under this Agreement shall not be deemed or construed to be a waiver by the City. In addition to other rights, the City has the right, but not the obligation, to inspect the Trail Connection and City-owned Landscape Maintenance Area from time to time, and may send notice to Children's of maintenance, repair, replacement or reconstruction issues. If Children's fails to maintain or repair or initiate required action to replace or reconstruct within 15 days after written notice by the City to Children's of a maintenance, repair, replacement, or reconstruction issue, then the City has the right, but not the obligation, to maintain or repair or replace or reconstruct at Children's expense. Children's agrees to reimburse the City for maintenance or repair or replacement or reconstruction costs within 30 days of receipt of a bill for services.

12. Captions. The captions in this Agreement have been inserted solely for convenience of reference and are not a part of this Agreement and shall have no effect upon construction or interpretation.

13. General. This Agreement shall be recorded in the real property records of King County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. This Agreement may be executed and delivered in counterparts, which together shall comprise a complete original Agreement.

14. Amendment; Modification. This Agreement may be changed, modified or amended in whole or in part only by a written and recorded agreement executed by the City and Children’s and, if required, approved by City of Seattle ordinance.

15. Exhibits. The Exhibits referenced and attached to this Agreement are hereby incorporated as terms and conditions to this Agreement and the covenants set forth herein.

- **Exhibit A** – HARTMANN PROPERTY LEGAL DESCRIPTION (1 pg.)
- **Exhibit B** – Legal Descriptions and Depiction: TRAIL CONNECTION (TRAIL EASEMENT AREA & CITY-OWNED TRAIL CONNECTION AREA), CITY-OWNED LANDSCAPE MAINTENANCE AREA, TRAIL EASEMENT AREA (10 pgs.)

The City and Children’s hereby agree to, declare, sign and acknowledge the promises, covenants and terms and conditions set forth herein:

[Signature Pages follow on subsequent pages]

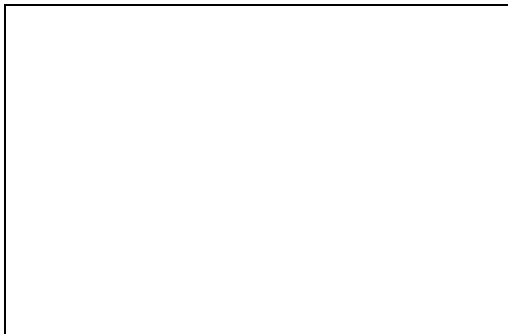
SEATTLE CHILDREN’S HOSPITAL,
a Washington nonprofit corporation

By _____
Name: _____
Title: _____

STATE OF WASHINGTON }
 ss.
COUNTY OF KING

On this day personally appeared before me _____, to me known to be the _____ of **SEATTLE CHILDREN’S HOSPITAL**, the Washington nonprofit corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such entity, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, ____.



Printed Name

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

My Commission Expires

SEATTLE PARKS-CHILDREN'S BURKE-GILMAN MAINTENANCE AGREEMENT

EXHIBIT A (Pg. 1 of 1)

LEGAL DESCRIPTION OF HARTMANN PROPERTY

THAT PORTION OF SECTION 10 TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THE SOUTH 309 FEET OF THE NORTH 964.29 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10, LYING EAST OF THE NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY, AND WESTERLY OF THE WESTERLY MARGIN OF SAND POINT WAY AS ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 292659 UNDER ORDINANCE NO. 52478 OF THE CITY OF SEATTLE.

SEATTLE PARKS-CHILDREN'S BURKE-GILMAN MAINTENANCE AGREEMENT

EXHIBIT B (Pg. 1 of 10)

LEGAL DESCRIPTION AND DEPICTION OF TRAIL CONNECTION

(TEA)

All that certain property situate in the City of Seattle, County of King, State of Washington lying within the south 309.00 feet of the north 964.29 feet of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 10, Township 25 North, Range 4 East, W.M., lying East of the abandoned Northern Pacific Railroad Right of Way, now City of Seattle Burke-Gilman Trail, and westerly of the westerly margin of Sand Point Way as established in King County Superior Court Cause Number 292659, under Ordinance No. 52478 of the City of Seattle, described as follows:

COMMENCING at the intersection of the North line of said south 309.00 feet with the westerly margin of said Sand Point Way, thence S36°07'38" W, along said westerly margin, a distance of 14.93 feet to the **POINT OF BEGINNING**;

Thence continuing along said westerly margin S36°07'38"W a distance of 21.13 feet;

Thence N56°07'29"W a distance of 5.99 feet to the beginning of a tangent curve to the left;

Thence Westerly along said curve, having a radius of 30.00 feet and a central angle of 21° 36' 59", an arc length of 11.32 feet to the beginning of a tangent curve to the left; Thence

Westerly along said curve, having a radius of 132.00 feet and a central angle of 8° 11' 11", an arc distance of 18.86 feet; Thence N87°12'14"W a distance of 111.04 feet;

Thence along a curve to the left, tangent to the preceding course, having a radius of 117.00 feet and a central angle of 46°35'43", an arc length of 95.15 feet to a point of reverse curvature;

Thence along said reverse curve, tangent to the preceding curve, having a radius of 160.00 feet and a central angle of 25°20'42", an arc length of 70.78 feet to a point of reverse curvature;

Thence along said reverse curve, tangent to the preceding curve, having a radius of 120.00 feet and a central angle of 17°44'47", an arc length of 37.17 feet to the easterly margin of said Burke-Gilman Trail and the beginning of a non-tangent curve to the left, the radius point of which bears N67°52'39"W;

Thence northerly along said curve, having a radius of 1323.49 feet and a central angle of 00°36'29", an arc length of 14.05 feet to the beginning of a non-tangent curve to the right, the radius point of which bears S30°50'23"E;

Thence easterly along said curve, having a radius of 128.00 feet and a central angle of 03°03'54", an arc length of 6.85 feet;

Thence non-tangent to the preceding curve N27°46'29"W a distance of 4.00 feet;

Thence N64°36'36"E a distance of 11.00 feet;

Thence S23°00'01"E a distance of 4.00 feet to the beginning of a radial curve to the right;

Thence easterly along said curve, having a radius of 128.00 feet and a central angle of 04°33'19", an arc length of 10.18 feet to a point of reverse curvature;

SEATTLE PARKS-CHILDREN'S BURKE-GILMAN MAINTENANCE AGREEMENT

EXHIBIT B (Pg. 2 of 10)

LEGAL DESCRIPTION AND DEPICTION OF TRAIL CONNECTION

(TEA)

Thence along said reverse curve, tangent to the preceding curve, having a radius of 152.00 feet and a central angle of 25°21'16", an arc length of 67.26 feet to a point of reverse curvature;

Thence along said reverse curve, tangent to the preceding curve, having a radius of 125.00 feet and a central angle of 46°35'43", an arc length of 101.66 feet; Thence tangent to the preceding curve S87°12'14"E a distance of 107.44 feet to the beginning of a non-tangent curve to the right, the radius point of which bears S04°29'12"W; Thence Southeasterly along said curve, having a radius of 126.00 feet and a central angle of 12°01'48", an arc distance of 26.46 feet to a point of reverse curvature to the left, the radius point of which bears N16°31'00"E; Thence Easterly along said curve, having a radius of 90.00 feet and central angle of 6°44'11", an arc distance of 10.58 feet to a point of compound curvature to the left, the radius point which bears N09°46'49"W; Thence Northeasterly along said curve, having a radius of 6.00 feet and a central angle of 37°53'09", an arc distance of 3.97 feet to a point of compound curvature to the left, the radius point of which bears N28°06'20"W; Thence Northerly along said curve, having a radius of 38.50 feet and a central angle of 15°16'22", an arc distance of 10.26 feet; Thence S53°52'27"E, a distance of 1.53 feet to the POINT OF BEGINNING

Containing 2,866 Square Feet.

SEATTLE PARKS-CHILDREN'S BURKE-GILMAN MAINTENANCE AGREEMENT

EXHIBIT B (Pg. 3 of 10)

LEGAL DESCRIPTION AND DEPICTION OF TRAIL CONNECTION

And **CITY-OWNED TRAIL CONNECTION AREA (COTCA)**

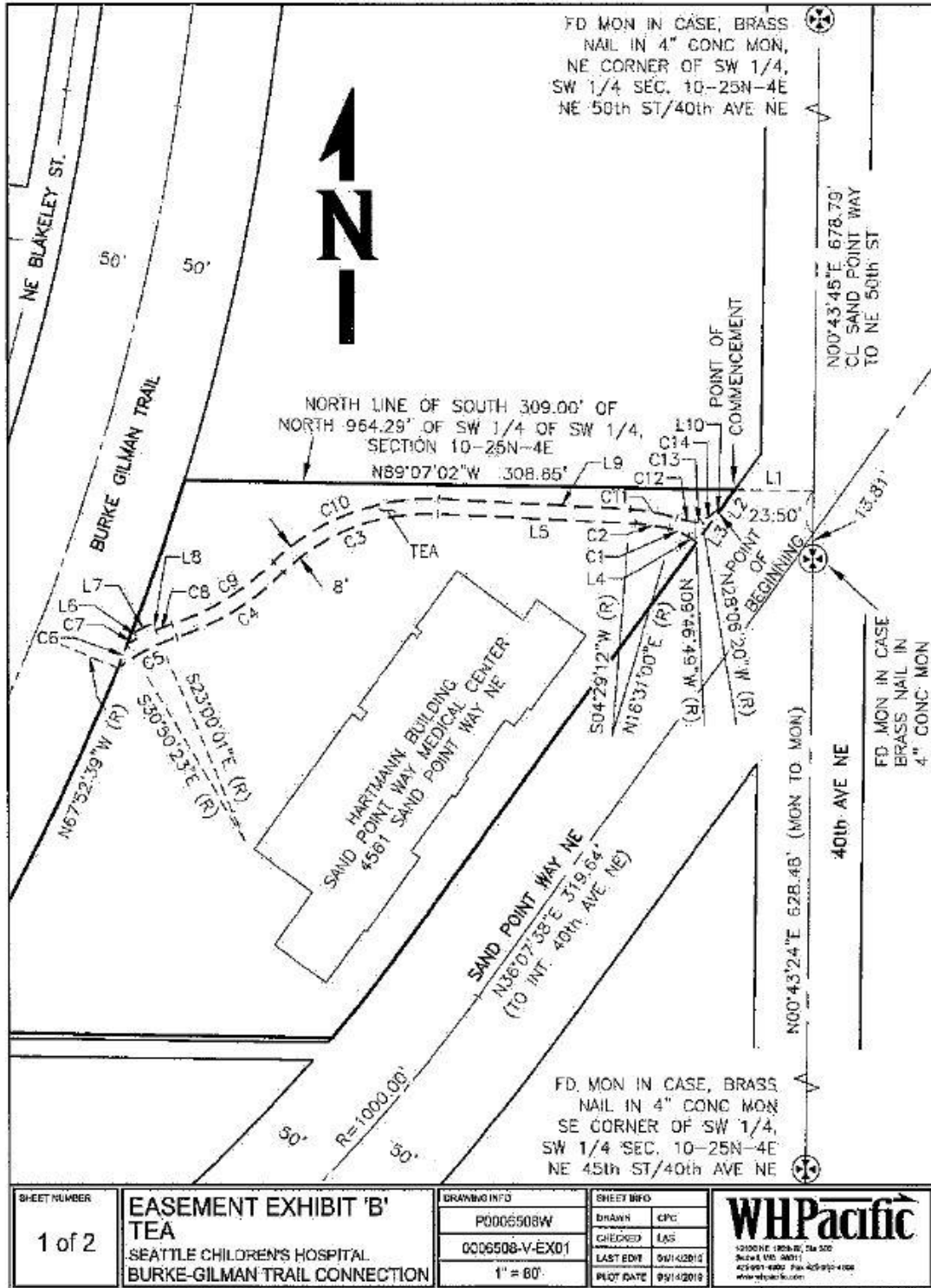
All that certain property situate in the City of Seattle, County of King, State of Washington lying within the abandoned Northern Pacific Railroad Right of Way, now City of Seattle Burke-Gilman Trail, within the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 10, Township 25 North, Range 4 East, W.M., described as follows:

COMMENCING at the monument in case 13.81 feet southerly of the intersection of Sand Point Way NE and 40th Avenue NE, thence N00°43'45"E along the centerline of 40th Avenue NE a distance of 37.31 feet to the north line of the south 309.00 feet of the north 964.29 feet of said subdivision; Thence N89°07'02"W, along said north line, a distance of 44.56 feet to the westerly margin of Sand Point Way NE; Thence continuing N89°07'02"W, along said north line, a distance of 308.65 feet to the easterly margin of said Burke-Gilman Trail Right of Way and the beginning of a non-tangent curve concave to the northwest the radius point of which bears N72°38'59"W; Thence southwesterly along said curve to the right, having a radius of 1323.49 feet and a central angle of 4°09'51", an arc length of 96.19 feet to the **POINT OF BEGINNING**, said point being the beginning of a non-tangent curve to the left, the radius point of which bears S30°50'23"E; Thence southwesterly along said curve, having a radius of 128.00 feet and a central angle of 50°02'56", an arc length of 111.81 feet to a point of reverse curvature; Thence along said reverse curve, tangent to the preceding curve, having a radius of 92.00 feet and a central angle of 58°01'25", an arc length of 93.17 feet; Thence non-tangent to the preceding curve N23°38'00"W a distance of 16.27 feet to the beginning of a non-tangent curve to the right, the radius point of which bears N62°01'21" W; Thence easterly along said curve, having a radius of 3265.11 feet and a central angle of 00°23'04", an arc length of 21.91 feet to the beginning of a non-tangent curve to the right, the radius point of which bears N61°04'06" W; Thence easterly along said curve, having a radius of 784.36 feet and a central angle of 00°54'07", an arc length of 12.35 feet to the beginning of a non-tangent curve to the left, the radius point of which bears N09°09'29"E; Thence easterly along said curve, having a radius of 50.00 feet and a central angle of 32°47'29", an arc length of 28.62 feet; Thence radial to the preceding curve N23°38'00"W a distance of 4.67 feet to the beginning of a non-tangent curve to the left, the radius point of which bears N22°55'35"W; Thence northeasterly along said curve, having a radius of 100.00 feet and a central angle of 57°57'43", an arc length of 101.16 feet to a point of reverse curvature; Thence along said reverse curve, tangent to the preceding curve, having a radius of 120.00 feet and a central angle of 44°42'27", an arc length of 93.64 feet to said easterly margin of Burke-Gilman Trail Right of Way and the beginning of a non-tangent curve to the left, the radius point of which bears N67°52'39"W; Thence northerly along said curve and easterly margin, having a radius of 1323.49 feet and a central angle of 00°36'29", an arc length of 14.05 feet to the POINT OF BEGINNING. Containing 2,027 Square Feet.

SEATTLE PARKS-CHILDREN'S BURKE-GILMAN MAINTENANCE AGREEMENT

EXHIBIT B (Pg. 4 of 10)

LEGAL DESCRIPTION AND DEPICTION OF TRAIL CONNECTION (COTCA)



SHEET NUMBER 1 of 2	EASEMENT EXHIBIT 'B' TEA SEATTLE CHILDREN'S HOSPITAL BURKE-GILMAN TRAIL CONNECTION	DRAWING INFO	SHEET INFO		WHPacific <small>12100 NE 185th St, Ste 200 Bellevue, WA 98007 425.851.4400 Fax 425.851.4100 www.whpacific.com</small>
		P0006508W	DRAWN	CPC	
		0006508-V-EX01	CHECKED	LAS	
		1" = 60'	LAST EDIT	05/14/2019	
			PLOT DATE	05/14/2019	

SEATTLE PARKS-CHILDREN'S BURKE-GILMAN MAINTENANCE AGREEMENT

EXHIBIT B (Pg. 5 of 10)

LEGAL DESCRIPTION AND DEPICTION OF CITY OWNED LANDSCAPE

MAINTENANCE AREA (COLMA)

All that certain property situated in the City of Seattle, County of King, State of Washington lying within the abandoned Northern Pacific Railroad Right of Way, now City of Seattle Burke-Gilman Trail, within the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW1/4) of Section 10, Township 25 North, Range 4 East, W.M., described as follows:

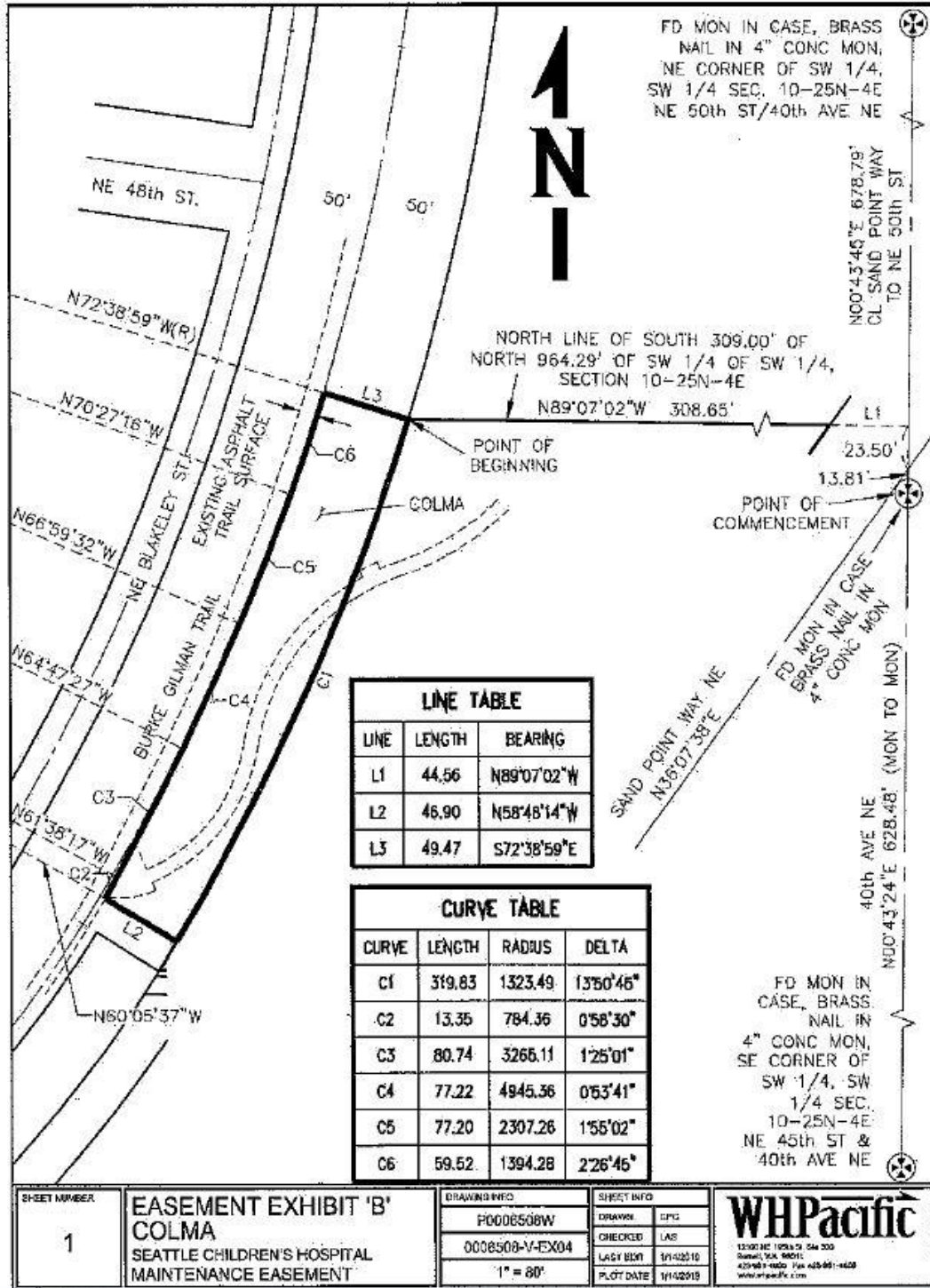
COMMENCING at the monument in case 13.81 feet southerly of the intersection of Sand Point Way NE and 40th Avenue NE;
Thence N00°43'45"E along the centerline of 40th Avenue NE a distance of 37.31 feet to the north line of the south 309.00 feet of the north 964.29 feet of said Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 10;
Thence N89°07'02"W, along said north line, a distance of 44.56 feet to the westerly margin of Sand Point Way NE;
Thence continuing N89°07'02"W, along said north line, a distance of 308.65 feet to the easterly margin of said Burke-Gilman Trail Right of Way and the beginning of a non-tangent curve concave to the northwest the radius point of which bears N72°38'59"W also being the **POINT OF BEGINNING**;
Thence southwesterly along said curve to the right, having a radius of 1323.49 feet and a central angle of 13°50'45", an arc length of 319.83 feet;
Thence N58°48'14" W radial to the previous curve, a distance of 46.90 feet to the beginning of a non-tangent curve to the left the radius point of which bears N60°05'37" W;
Thence along said curve to the left having a radius of 784.36 feet and a central angle of 00°58'30", an arc length of 13.35 feet to the beginning of a non-tangent curve to the left the radius point of which bears N61°38'17" W;
Thence along said curve to the left having a radius of 3,265.11 feet and a central angle of 01°25'01", an arc length of 80.74 feet to the beginning of a non-tangent curve to the left the radius point of which bears N64°47'27" W;
Thence along said curve to the left having a radius of 4,945.36 feet and a central angle of 00°53'41", an arc length of 77.22 feet to the beginning of a non-tangent curve to the left the radius point of which bears N66°59'32" W;
Thence along said curve to the left having a radius of 2,307.26 feet and a central angle of 01°55'02", an arc length of 77.20 feet to the beginning of non-tangent curve to the left the radius point of which bears N70°27'16" W;
Thence along said curve to the left having a radius of 1,394.28 feet and a central angle of 02°26'45", an arc length of 59.52 feet;
Thence S72°38'59"E a distance of 49.47 feet to the POINT OF BEGINNING.

Containing 15,386 Square Feet.

SEATTLE PARKS-CHILDREN'S BURKE-GILMAN MAINTENANCE AGREEMENT

EXHIBIT B (Pg. 6 of 10)

LEGAL DESCRIPTION AND DEPICTION OF TRAIL CONNECTION



SEATTLE PARKS-CHILDREN'S BURKE-GILMAN MAINTENANCE AGREEMENT

EXHIBIT B (Pg. 7 of 10)

LEGAL DESCRIPTION AND DEPICTION OF TRAIL EASEMENT AREA (TEA)

All that certain property situate in the City of Seattle, County of King, State of Washington lying within the south 309.00 feet of the north 964.29 feet of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 10, Township 25 North, Range 4 East, W.M., lying East of the abandoned Northern Pacific Railroad Right of Way, now City of Seattle Burke-Gilman Trail, and westerly of the westerly margin of Sand Point Way as established in King County Superior Court Cause Number 292659, under Ordinance No. 52478 of the City of Seattle, described as follows:

COMMENCING at the intersection of the North line of said south 309.00 feet with the westerly margin of said Sand Point Way, thence S36°07'38" W, along said westerly margin, a distance of 14.93 feet to the **POINT OF BEGINNING**;

Thence continuing along said westerly margin S36°07'38"W a distance of 21.13 feet;

Thence N56°07'29"W a distance of 5.99 feet to the beginning of a tangent curve to the left;

Thence Westerly along said curve, having a radius of 30.00 feet and a central angle of 21° 36' 59", an arc length of 11.32 feet to the beginning of a tangent curve to the left; Thence

Westerly along said curve, having a radius of 132.00 feet and a central angle of 8° 11' 11", an arc distance of 18.86 feet; Thence N87°12'14"W a distance of 111.04 feet;

Thence along a curve to the left, tangent to the preceding course, having a radius of 117.00 feet and a central angle of 46°35'43", an arc length of 95.15 feet to a point of reverse curvature;

Thence along said reverse curve, tangent to the preceding curve, having a radius of 160.00 feet and a central angle of 25°20'42", an arc length of 70.78 feet to a point of reverse curvature;

Thence along said reverse curve, tangent to the preceding curve, having a radius of 120.00 feet and a central angle of 17°44'47", an arc length of 37.17 feet to the easterly margin of said Burke-Gilman Trail and the beginning of a non-tangent curve to the left, the radius point of which bears N67°52'39"W;

Thence northerly along said curve, having a radius of 1323.49 feet and a central angle of 00°36'29", an arc length of 14.05 feet to the beginning of a non-tangent curve to the right, the radius point of which bears S30°50'23"E;

Thence easterly along said curve, having a radius of 128.00 feet and a central angle of 03°03'54", an arc length of 6.85 feet;

Thence non-tangent to the preceding curve N27°46'29"W a distance of 4.00 feet;

Thence N64°36'36"E a distance of 11.00 feet;

Thence S23°00'01"E a distance of 4.00 feet to the beginning of a radial curve to the right;

Thence easterly along said curve, having a radius of 128.00 feet and a central angle of 04°33'19", an arc length of 10.18 feet to a point of reverse curvature;

SEATTLE PARKS-CHILDREN'S BURKE-GILMAN MAINTENANCE AGREEMENT

EXHIBIT B (Pg. 8 of 10)

LEGAL DESCRIPTION AND DEPICTION OF TRAIL EASEMENT AREA (TEA)

Thence along said reverse curve, tangent to the preceding curve, having a radius of 152.00 feet and a central angle of 25°21'16", an arc length of 67.26 feet to a point of reverse curvature;

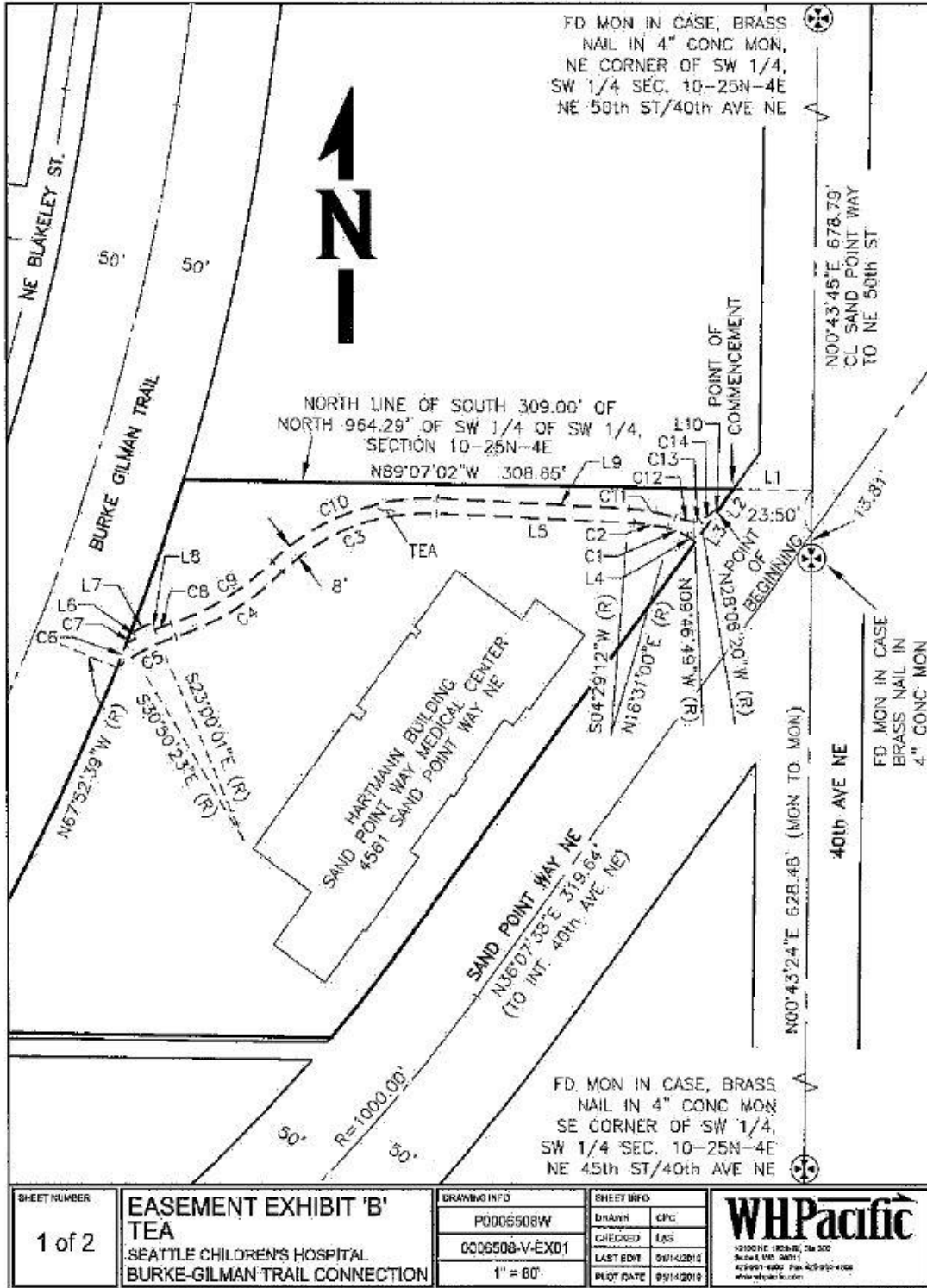
Thence along said reverse curve, tangent to the preceding curve, having a radius of 125.00 feet and a central angle of 46°35'43", an arc length of 101.66 feet; Thence tangent to the preceding curve S87°12'14"E a distance of 107.44 feet to the beginning of a non-tangent curve to the right, the radius point of which bears S04°29'12"W; Thence Southeasterly along said curve, having a radius of 126.00 feet and a central angle of 12°01'48", an arc distance of 26.46 feet to a point of reverse curvature to the left, the radius point of which bears N16°31'00"E; Thence Easterly along said curve, having a radius of 90.00 feet and central angle of 6°44'11", an arc distance of 10.58 feet to a point of compound curvature to the left, the radius point which bears N09°46'49"W; Thence Northeasterly along said curve, having a radius of 6.00 feet and a central angle of 37°53'09", an arc distance of 3.97 feet to a point of compound curvature to the left, the radius point of which bears N28°06'20"W; Thence Northerly along said curve, having a radius of 38.50 feet and a central angle of 15°16'22", an arc distance of 10.26 feet; Thence S53°52'27"E, a distance of 1.53 feet to the POINT OF BEGINNING

Containing 2,866 Square Feet.

SEATTLE PARKS-CHILDREN'S BURKE-GILMAN MAINTENANCE AGREEMENT

EXHIBIT B (Pg. 9 of 10)

LEGAL DESCRIPTION AND DEPICTION OF TRAIL CONNECTION




SEATTLE PARKS-CHILDREN'S BURKE-GILMAN MAINTENANCE AGREEMENT

EXHIBIT B (Pg. 10 of 10)

LEGAL DESCRIPTION AND DEPICTION OF TRAIL CONNECTION

LINE TABLE		
LINE	LENGTH	BEARING
L1	44.56	S89°07'02"E
L2	14.93	S36°07'38"W
L3	21.13	S36°07'38"W
L4	5.99	N56°07'29"W
L5	111.04	N87°12'14"W
L6	4.00	N27°46'29"W
L7	11.00	N64°36'36"E
L8	4.00	S23°00'01"E
L9	107.44	S87°12'14"E
L10	1.53	S63°52'27"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	11.32	30.00'	21°36'59"
C2	18.86	132.00	8°11'11"
C3	96.16	117.00	46°35'43"
C4	70.78	160.00	25°20'42"
C5	37.17	120.00	17°44'47"
C6	14.05	1323.49	0°36'29"
C7	6.85	128.00	3°03'54"
C8	10.18	128.00	4°33'19"
C9	67.26	152.00	25°21'16"
C10	101.66	126.00	46°35'43"
C11	26.46	126.00	12°01'48"
C12	10.58	90.00	6°44'11"
C13	3.97	6.00	37°53'09"
C14	10.26	38.50	16°16'22"

SHEET NUMBER 2 of 2	EASEMENT EXHIBIT 'B' TEA SEATTLE CHILDREN'S HOSPITAL BURKE-GILMAN TRAIL CONNECTION	DRAWING INFO	SHEET INFO		 <small>1214 NE 195th St, Ste 203 Shoreline, WA 98147 425-931-4000 Fax 425-931-4501 www.whpacific.com</small>
		P0006508W	DRAWN	CPC	
0006508-V-EX01	CHECKED	LAS			
	LAST EDIT	01/14/2016			
		PLOT DATE	01/14/2016		