

**CITY OF SEATTLE**

**ORDINANCE 126731**

**COUNCIL BILL 120467**

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4  
5 AN ORDINANCE relating to the Department of Parks and Recreation; approving the execution  
6 of a settlement agreement with the Washington State Department of Transportation;  
7 authorizing the transfer of real property rights and the acceptance of the mitigation  
8 contribution for the Arboretum North Entry Project required for the SR 520, I-5 to  
9 Medina: Bridge Replacement and HOV Project, which includes the SR 520 Portage Bay  
10 Bridge Roanoke Lid Project; superseding the requirements of Ordinance 118477, which  
11 adopted Initiative 42, with respect to the exchange; authorizing the Superintendent or  
12 Superintendent’s designee to execute, deliver, and perform corresponding documents;  
13 authorizing acceptance of recording of deeds for open space, park, and recreation  
14 purposes; creating a fund for depositing monies received from the settlement agreement;  
15 and ratifying and confirming certain prior acts.  
16

17 WHEREAS, to complete its SR 520, I-5 to Medina: Bridge Replacement and HOV Project,  
18 which includes the SR 520 Portage Bay Bridge Roanoke Lid Project (“SR 520 Project”),  
19 the Washington State Department of Transportation (“WSDOT”) must acquire certain  
20 real property rights (“SPR Properties”) owned by The City of Seattle (“City”) on or  
21 around Lake Washington Boulevard, Interlaken Park, Roanoke Park, and Montlake  
22 Playfield; and

23 WHEREAS, WSDOT requires possession and use of the SPR Properties by December 15, 2022,  
24 to facilitate SR 520 Project planning and contract bidding; and

25 WHEREAS, state and federal law require WSDOT to provide the City just compensation for the  
26 SPR Properties transferred to WSDOT; and

27 WHEREAS, WSDOT has offered to convey portions of two properties to the City in partial  
28 fulfillment of its just compensation requirement, commonly known as the Campbell-  
29 Moshier Property and the Peninsula Property (“Acquisition Properties”), subject to

1 temporary easements for possession and use until the conclusion of the SR 520 Project;  
2 and

3 WHEREAS, the Peninsula Property is currently subject to a cell tower lease, such lease to be  
4 terminated by the City and the cell tower removed from the Peninsula Property prior to  
5 possession by the City; and

6 WHEREAS, the proposed exchange of property substantially meets the requirements of  
7 Ordinance 118477, which requires that no land held for park and recreation purposes is to  
8 be sold, transferred, or changed from park use unless there is no reasonable and practical  
9 alternative and the City receives in exchange land of equivalent or better size, value,  
10 location, and usefulness in the vicinity, serving the same community and the same park  
11 purposes; and

12 WHEREAS, Ordinance 124208 approved the execution of GCB 1182, Cooperative Agreement  
13 for Implementation of Arboretum Mitigation Plan Projects as Mitigation for SR 520, I-5  
14 to Medina: Bridge Replacement and HOV Project between WSDOT, Seattle Parks and  
15 Recreation, Seattle Department of Transportation, University of Washington, Arboretum  
16 Foundation, and Members of the Arboretum and Botanical Garden Committee  
17 (“Cooperative Agreement”); and

18 WHEREAS, the Cooperative Agreement describes the parties’ respective roles and  
19 responsibilities pertaining to the Arboretum North Entry Project; and

20 WHEREAS, one of WSDOT’s responsibilities under the Cooperative Agreement is to “negotiate  
21 an agreement or amendment with Seattle Parks for the remaining settlement contribution  
22 toward the North Entry Project”; and

1 WHEREAS, the City and WSDOT wish to resolve the property transfers and mitigation for  
2 project impacts by execution of GCB 3464, Settlement Agreement between Washington  
3 State Department of Transportation and City of Seattle Parks and Recreation Regarding  
4 the SR 520 Portage Bay Bridge Roanoke Lid Project (“Settlement Agreement”);

5 NOW, THEREFORE,

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

7 Section 1. As requested by the Superintendent of Parks and Recreation  
8 (“Superintendent”) and recommended by the Mayor, the Superintendent or Superintendent’s  
9 designee is hereby authorized to execute, deliver, and perform, for and on behalf of the City, the  
10 Settlement Agreement substantially in the form attached hereto as Attachment 1.

11 Section 2. Pursuant to the Settlement Agreement and the consideration set out therein,  
12 and subject to WSDOT’s compliance with the terms and conditions of the Settlement  
13 Agreement, the Superintendent is authorized to convey to WSDOT real property and real  
14 property interests owned by the City, situated in the State of Washington, County of King, and  
15 with a legal description substantially in the form set out below:

16 Attachment 1, Exhibit E: Quit Claim Deed, Bagley Viewpoint Property (fee):

17 That portion of Lots 1, 2, 3, 39 and 40, Block 2, Davis Addition to Seattle, according to  
18 the plat thereof recorded in Volume 6 of Plats, page 75, in King County, Washington,  
19 lying northeasterly of the northeasterly boundary of Delmar Drive East and Southerly of  
20 the southerly boundary of Roanoke Street;

21 EXCEPT that portion conveyed to the State of Washington by deed recorded under  
22 Recording No. 5774314.

23 Attachment 1, Exhibit F: Quit Claim Deed, portion of Montlake Playfield, submerged  
24 lands north of SR 520 (fee):

25 That portion of the hereinafter described Tract “X” lying within the following described  
26 Parcels 1, 2, and 3:

1 Parcel 1:

2 Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as  
3 HES) 40+20± on the SR 520 line survey of SR 520, SR 5 Interchange Vicinity to  
4 Montlake Interchange Vicinity and 13.95 feet northerly therefrom, said point also being  
5 on the westerly line of Lot 4, Block 9A, Second Supplemental Maps of Lake Union  
6 Shore Lands according to the official maps thereof on file in the Office of the  
7 Commissioner of Public Lands in Olympia, Washington.; thence northerly, along said  
8 westerly line, to a point opposite said HES and 15.69 feet northerly therefrom; thence  
9 northeasterly, along said westerly line, to a point opposite HES 40+34± on said line  
10 survey and 60 feet northerly therefrom; thence southerly, parallel with said line survey, to  
11 a point opposite HES 42+40± thereon, said point being on the easterly line of said Lot 4,  
12 thence southerly, along said easterly line, to a point opposite HES 42+37± and 6.48 feet  
13 northerly therefrom; thence westerly to the point of beginning,

14 Parcel 2:

15 Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as  
16 HES) 43+03± on the SR 520 line survey of SR 520, SR 5 Interchange Vicinity to  
17 Montlake Interchange Vicinity and 4.21 feet northerly therefrom, said point also being on  
18 the westerly line of Lot 1, Block 6A, Second Supplemental Maps of Lake Union Shore  
19 Lands according to the official maps thereof on file in the Office of the Commissioner of  
20 Public Lands in Olympia, Washington; thence northerly, along said westerly line, to a  
21 point opposite HES 43+06± and 60 feet northerly therefrom; thence easterly, parallel to  
22 said line survey, to a point opposite HES 46+67± thereon, said point also being on the  
23 easterly line of Lot 2, said Block 6A; thence southerly, along said easterly line of Lot 2,  
24 to a point opposite HES 46+63± on said line survey and 8.17 feet southerly therefrom;  
25 thence northwest to HES 44+25; thence northwesterly to the point of beginning.

26 Parcel 3:

27 Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as  
28 HES) 47+29± on the SR 520 line survey and 10.24 southerly therefrom, said point also  
29 being on the westerly line of Block 2A, Second Supplemental Maps of Lake Union Shore  
30 Lands according to the official maps thereof on file in the Office of the Commissioner of  
31 Public Lands in Olympia, Washington; thence northerly, along said westerly line, to a  
32 point opposite HES 47+34± on said line survey and 60 feet northerly therefrom; thence  
33 northeasterly, along a curve to the left, to a point opposite HES 53+54 on said line survey  
34 and 60 feet northerly therefrom; thence southeasterly to a point opposite HES 53+66 on  
35 said line survey and 43.67 feet northerly therefrom; thence southeasterly to a point  
36 opposite HES 43+86 on said line survey and 34.21 feet northerly; thence southwesterly to  
37 a point opposite HES 52+12.34 on said line survey and 13.00 feet northerly therefrom;  
38 thence southwesterly, along a curve to the right having a radius of 1,850.10 feet, to the  
39 point of beginning.

40 ALSO, the Grantor herein conveys and grants to the Grantee all rights of ingress and  
41 egress (including all existing, future or potential easements of access, light, view and air)

1 to, from and between SR 520, SR 5 Interchange Vicinity to Montlake Interchange  
2 Vicinity and the remainder of said Tract X. It is expressly intended that these easements,  
3 covenants, burdens and restrictions shall run with the land and shall forever bind the  
4 Grantors, their successors and assigns.

5 EXCEPT that movement of waterborne traffic only will be permitted under the highway  
6 structure as height restrictions allow.

7 TRACT X:

8 Parcel A:

9 Lot 4, Block 9-A, Lots 1 and 2, Block 6-A and Block 2-A, Second Supplemental Maps of  
10 Lake Union Shore Lands according to the official maps thereof on file in the Office of the  
11 Commissioner of Public Lands in Olympia, Washington.

12 Parcel B:

13 Lot 1, Block 1, Lake Union Shore Lands, according to the official maps thereof on file in  
14 the Office of the Commissioner of Public Lands in Olympia, Washington and Lot 2,  
15 Block 1, lying Southerly of a line drawn from a point on the Easterly line of Lot 15,  
16 Block 41, Pike's Second Addition to Union City 60 feet North of the Southeast corner  
17 thereof to the Northwest corner of Lot 2, Block 1, Lake Union Shore Lands;

18 AND that portion of Lots 2, 3 and 4, Block 1, lying on the Northerly side of said  
19 "Division Line" and on the Southwesterly side of a line drawn from the point of  
20 intersection of the North line of said Lot 16, of Pike's Second Addition to Union City  
21 according to the plat recorded in Volume 1 of Plats, Page 65a, with the meander line to  
22 the point of intersection of the West line of Lot 3, of said Lake Union Shore Lands with  
23 the pierhead line of the official Plat of Lake Union Shore Lands. according to the official  
24 maps thereof on file in the Office of the Commissioner of Public Lands in Olympia,  
25 Washington.

26 The lands herein described contain an area of 80,843 square feet, more or less, the  
27 specific details concerning all of which are to be found on sheets 5 and 7 of that certain  
28 plan entitled SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity, now  
29 of record and on file in the office of the Secretary of Transportation at Olympia, and  
30 bearing date of approval March 2, 2017, as revised.

31 Attachment 1, Exhibit G: Quit Claim Deed, portion of Montlake Playfield, land south of

32 SR 520 (fee):

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

35 Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as  
36 HES) 50+37.76 on the SR 520 line survey of SR 520, SR 5 Interchange Vicinity to

1 Montlake Interchange Vicinity and 123.56 feet southerly therefrom; thence northeasterly,  
2 along a curve to the left, having a radius of 3.131 feet a distance of 174.34 feet, to a point  
3 opposite HES 52+06.16 on said line survey and 136.47 feet southerly therefrom; thence  
4 northeasterly to a point opposite HES 54+84± on said line survey and 165.95 feet  
5 southerly therefrom; said point also being on the easterly line of Lot 18, Block 41, Pike's  
6 Second Addition to Union City, according to the plat thereof recorded in Volume 1 of  
7 Plats, Page 65a, in King County, Washington; thence northeasterly, to a point opposite  
8 HES 55+20.71 on said line survey and 171.38 feet southerly therefrom; thence easterly,  
9 along a curve to the right, having a radius of 657.50 feet a distance of 208.83 feet, to a  
10 point opposite HES 56+98.65 on said line survey and 242.13 feet southerly therefrom;  
11 thence northerly to a point opposite HES 57+08.34 on said line survey and 214.95 feet  
12 southerly therefrom; thence northwesterly to a point opposite HES 56+34.23 on said line  
13 survey and 158.42 feet southerly therefrom; thence northwesterly, along a curve to the  
14 left, having a radius of 317.81 feet a distance of 147.78 feet, to a point opposite HES  
15 55+03.64 on said line survey and 110.92 feet southerly therefrom; thence southwesterly  
16 to a point opposite HES 54+99± on said line survey and 110.67 feet southerly therefrom,  
17 said point also being on the easterly line of said Lot 18; thence southwesterly to a point  
18 opposite HES 52+26.20 on said line survey and 106.18 feet southerly therefrom; thence  
19 southwesterly to the point of beginning.

20 ALSO, the Grantor herein conveys and grants to the Grantee all rights of ingress and  
21 egress (including all existing, future or potential easements of access, light, view and air)  
22 to, from and between SR 520, SR 5 Interchange Vicinity to Montlake Interchange  
23 Vicinity and the remainder of said Tract X. It is expressly intended that these easements,  
24 covenants, burdens and restrictions shall run with the land and shall forever bind the  
25 Grantors, their successors and assigns.

26 EXCEPT that the movement of waterborne traffic only will be permitted under the  
27 highway structure as height restrictions allow.

28 TRACT X:

29 Parcel A:

30 Blocks 3, 4, 5, 7 and 8, Lake Union Shore Lands, according to the official maps thereof  
31 on file in the Office of the Commissioner of Public Lands in Olympia, Washington;

32 TOGETHER with those portions of vacated East Louisa Street, vacated East Miller  
33 Street, vacated 15th Avenue and vacated 16th Avenue as vacated by City of Seattle  
34 Ordinances Nos. 64292, 96678, 105229, as recorded under Recording Nos. 7601070381  
35 and 105230 and as recorded under Recording No. 7601070380.

36 Parcel B:

37 Blocks 41, 42, 43, 48, 49, 50, 51 and 52, Pike's Second Addition to Union City,  
38 according to the plat thereof recorded in Volume 1 of Plats, Page 65a, in King County,  
39 Washington;

1 TOGETHER with those portions of vacated East Louisa Street, vacated East Miller  
2 Street, vacated 16th Avenue East and vacated 18th Avenue East as vacated by City of  
3 Seattle Ordinance Nos. 64292, 96678, 105229, as recorded under Recording No.  
4 7601070379, and by Ordinance No. 105230, as recorded under Recording No.  
5 7601070380.

6 Parcel C:

7 The West one-half of Block 10, Plan of Union City as recorded in Volume 1 of Plats,  
8 Page 39, records of King County, Washington;

9 EXCEPT the South 225 feet thereof;

10 AND EXCEPT that portion conveyed to the State of Washington by Deed recorded under  
11 Recording No. 5290014;

12 TOGETHER WITH the portion of vacated 19th Street as vacated by City of Seattle  
13 Ordinance No. 105230, recorded under Recording No. 7601070380.

14 Parcel D:

15 That portion of the North 85 feet of the South 225 feet of the West one-half of Block 10,  
16 Plan of Union City, as recorded in Volume 1 of Plats, Page 39, records of King County,  
17 Washington, lying Westerly of a line 5 feet Easterly of and parallel with the following  
18 described line:

19 Beginning at a point on the South line of said North 85 feet distant 33.74 feet West of its  
20 intersection with the East line of said West one-half; thence North 23°21'26" East a  
21 distance of 90.37 feet to a point on the East line of said West one-half distant 1.17 feet  
22 South of the Northeast corner thereof;

23 TOGETHER WITH the portion of vacated 19th Street as vacated by City of Seattle  
24 Ordinance No. 105230, recorded under Recording No. 7601070380.

25 Parcel E:

26 That portion of the North 70 feet of the South 140 feet of the West one-half of Block 10,  
27 Plan of Union City, according to the plat thereof recorded in Volume 1 of Plats, Page 39,  
28 in King County, Washington, lying Westerly of a line distant 5 feet Easterly of and  
29 parallel with the following described line:

30 Beginning at a point on the South line of said North 70 feet distant 118.09 feet East of its  
31 intersection with the East line of 19th Avenue East; thence North 23°21'26" East a  
32 distance of 75.46 feet to a point on the North line of said North 70 feet distant 33.74 feet  
33 West of its intersection with the East line of said West one-half of said Block 10;

34 TOGETHER WITH the portion of vacated 19th Street as vacated by City of Seattle  
35 Ordinance No. 105230, recorded under Recording No. 7601070380.

1 Parcel F:

2 That portion of the South 70 feet of the West one-half of Block 10, Plan of Union City,  
3 according to plat thereof as recorded in Volume 1 of Plats, Page 39, records of King  
4 County, Washington, lying Westerly of a line distant 5 feet Westerly of and parallel with  
5 the following described line:

6 Beginning at a point on the North line of East Louisa Street distant 74.51 feet East of its  
7 intersection with the East line of 19th Avenue East; thence North 33°45'00" East a  
8 distance of 79.29 feet; thence North 23°21'26" East a distance of 3.23 feet to a point on  
9 the North line of said South 70 feet, distant 118.09 feet East of its intersection with the  
10 East line of 19th Avenue East;

11 TOGETHER WITH that portion of vacated 19th Street as vacated by City of Seattle  
12 Ordinance No. 105230, recorded under Recording No. 7601070380.

13 The lands herein described contain an area of 15,059 square feet, more or less, the  
14 specific details concerning all of which are to be found on sheets 8 and 10 of that certain  
15 plan entitled SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity, now  
16 of record and on file in the office of the Secretary of Transportation at Olympia, and  
17 bearing date of approval March 2, 2017, as revised.

18 Attachment 1, Exhibit H: Quit Claim Deed, portion of Montlake Playfield, land south of  
19 SR 520 (fee to replace easement):

20 Parcel 1:

21 That portion of Lots 1 to 6, inclusive, Block 2, Lake Union Shorelands, according to the  
22 official maps thereof on file in the Office of the Commissioner of Public Lands, in  
23 Olympia, Washington, and of vacated street adjoining lying northerly of a line with is 60  
24 feet southerly of and concentric with the following described State of Washington  
25 baseline survey:

26 Beginning at the intersection of the centerline of West Montlake Place East and the  
27 centerline of Montlake Boulevard East; thence North 1°25'23" East along the last  
28 described centerline a distance of 226.14 feet to a point on said baseline survey; thence  
29 South 73°07'50" West a distance of 1015.22 feet to a point of curvature; thence  
30 southwesterly along the arc of a curve to the right having a radius of 1909.86 feet to a  
31 point in the centerline of vacated 18th Avenue East and the true point of beginning;  
32 thence continuing southwesterly along the arc of said curve to the right to the west line of  
33 said Lot 1.

34 Parcel 2:

35 That portion of Lots 1, 2 and 3, Block 1, Lake Union Shorelands and of vacated streets  
36 adjoining lying southerly of a line described as follows:



1 Beginning at the intersection of the centerline of West Montlake Place East and the  
2 centerline of Montlake Boulevard East; thence North 1°25'23" East along the last  
3 described centerline a distance of 226.14 feet to a point on the State of Washington  
4 baseline survey; thence South 73°07'50" West along said baseline survey a distance of  
5 778.10 feet; thence North 16°52'10" West a distance of 26 feet; thence North 19°31'36"  
6 West a distance of 40 feet; thence South 71°40'48" West a distance of 235.34 feet; thence  
7 southwesterly along the arc of a curve to the right having a radius of 1849.86 feet with an  
8 initial radial bearing of North 16°52'10" West to the northwesterly line of said Lot 1.

9 Parcel 3:

10 That portion of Lots 13 to 18, inclusive, Block 41, Pike's 2nd Addition to Union City as  
11 recorded in Volume 1 of Plats, page 65A, records of King County, Washington, and of  
12 the vacated streets adjoining lying northerly of the following described line:

13 Beginning at the intersection of the centerline of Montlake Boulevard East and the  
14 centerline of West Montlake Place East; thence South 39°33'26" West along the last  
15 described centerline a distance of 215.65 feet; thence North 73°30'35" West a distance of  
16 475.85 feet; thence South 79°47'10" West a distance of 81.19 feet; thence South  
17 10°12'50" East a distance of 25 feet; thence South 78°42'53" West a distance of 284.95  
18 feet; thence southwesterly along the arc of a curve to the right having a radius of 1969.86  
19 feet with an initial radial bearing of North 16°52'10" West to the centerline of vacated  
20 18th Ave. East;

21 AND lying southerly of the following described line:

22 Beginning at the intersection of the centerline of West Montlake Place East and the  
23 centerline of Montlake Boulevard East, thence North 1°25'23" East along the last  
24 described centerline a distance of 226.14 feet to a point on the State of Washington  
25 baseline survey; thence South 73°07'50" West along said baseline survey a distance of  
26 778.10 feet; thence North 16°52'10" West a distance of 26 feet; thence North 19°31'36"  
27 West a distance of 40 feet to the true point of beginning; thence South 71°40'48" West to  
28 the Government Meander Line;

29 The references to the Baseline Survey mentioned in Parcels 1, 2, and 3 hereinabove refer  
30 to data on that certain map of definite location entitled SR 520, Evergreen Point Bridge  
31 Roanoke Connection 10th Ave N to Montlake Interchange, now of record and on file in  
32 the Office of the Secretary of Transportation at Olympia, Washington, bearing date of  
33 approval January 17, 1961, revised May 16, 1961; and the center line of which is also of  
34 record in Volume "2" of Highway Plats, page 121, under Recording Number 5267112,  
35 records of King County, Washington.

36 The lands herein described contain an area of 79,362 square feet, more or less, the  
37 specific details concerning all of which are to be found on sheet 4 of that certain plan  
38 entitled SR 520, Roanoke Connection 10th Avenue North to Montlake Interchange, now  
39 of record and on file in the office of the Secretary of Transportation at Olympia, and  
40 bearing date of approval January 17, 1961, revised June 18, 1965

1 Attachment 1, Exhibit I: Quit Claim Deed, Green Space adjacent to WSDOT's Campbell-  
2 Moshier Property (fee):

3 That portion of Government Lot 1, Section 21, Township 21 North, Range 4 East, W.M  
4 lying within the following described tract of land:

5 Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as  
6 HES) 64+55.82 on the SR 520 line survey of SR 520, SR 5 Interchange Vicinity to  
7 Montlake Interchange Vicinity and 283.40 feet southerly therefrom; thence southerly to a  
8 point opposite HES 64+55.75 on said line survey and 283.84 feet southerly therefrom;  
9 thence westerly to a point opposite HES 64+45.37 on said line survey and 282.08 feet  
10 southerly therefrom; thence northwesterly to a point opposite HES 64+40.81 on said line  
11 survey and 264.72 feet southerly therefrom; thence northwesterly to a point opposite HES  
12 64+38.65 on said line survey and 251.57 feet southerly therefrom; thence northwesterly  
13 to a point opposite HES 64+32.49 on said line survey and 237.34 feet southerly  
14 therefrom; thence northerly to a point opposite HES 64+32.79 on said line survey and  
15 232.75 feet southerly therefrom; thence northeasterly to a point opposite HES 64+36.01  
16 on said line survey and 226.49 feet southerly therefrom; thence northeasterly to a point  
17 opposite HES 64+44.96 on said line survey and 219.69 feet southerly therefrom; thence  
18 northeasterly, to a point opposite HES 64+59.16 on said line survey and 213.53 feet  
19 southerly therefrom, thence northeasterly to a point opposite HES 64+67.14 on said line  
20 survey and 211.40 feet southerly therefrom; thence northeasterly to a point opposite HES  
21 64+67.48 on said line survey and 209.23 feet southerly therefrom; thence southerly to the  
22 point of beginning.

23 The lands herein described contain an area of 1,492 square feet, more or less, the specific  
24 details concerning all of which are to be found on sheet 10 of that certain plan entitled SR  
25 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity, now of record and on  
26 file in the office of the Secretary of Transportation at Olympia, and bearing date of  
27 approval March 2, 2017, as revised

28 Attachment 1, Exhibit J: Quit Claim Deed, portion of Interlaken Park (fee):

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

31 Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as  
32 HES) 29+42± on the SR 520 line survey of SR 520, SR 5 Interchange Vicinity to  
33 Montlake Interchange Vicinity and 224.46 feet southeasterly therefrom, said point also  
34 being on the northerly line of said Tract X; thence southeasterly to a point opposite HES  
35 30+02 on said line survey and 284.42 feet southeasterly therefrom; thence southeasterly,  
36 along a curve to the left having a radius of 480 feet and a distance of 169.91 feet, to a  
37 point opposite HES 31+49 on said line survey and 381 feet southeasterly therefrom;  
38 thence northwesterly to a point opposite HES 30+07 on said line survey and 245.46 feet  
39 southeasterly therefrom; thence northwesterly to a point opposite HES 20+80± on said  
40 line survey and 194 feet therefrom, said point also being on the northerly line of said

1 Tract X; thence southwesterly to a point opposite HES 29+73.39 on said line survey and  
2 201.83 feet southeasterly therefrom; thence southwesterly to the point of beginning.

3 ALSO, the Grantor herein conveys and grants to the Grantee all rights of ingress and  
4 egress (including all existing, future or potential easements of access, light, view and air)  
5 to, from and between SR 520, SR 5 Interchange Vicinity to Montlake Interchange  
6 Vicinity and the remainder of said Tract X. It is expressly intended that these easements,  
7 covenants, burdens and restrictions shall run with the land and shall forever bind the  
8 Grantors, their successors and assigns.

9 EXCEPT that traffic movement will be permitted over the highway on structures located  
10 at Delmar Dr E from Highway Engineer's Station 27+18 on the SR 520 line survey of SR  
11 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity to Highway Engineer's  
12 Station 27+73 on said line survey.

13 EXCEPT that pedestrian and bicycle traffic will be permitted access over the highway  
14 structure at Delmar Dr E from Highway Engineer's Station 27+18 on the SR 520 line  
15 survey of SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity to  
16 Highway Engineer's Station 27+73 on said line survey.

17 TRACT X:

18 PARCEL A:

19 That portion of Government Lot 4, Section 20, Township 25 North, Range 4 East, W.M.,  
20 in King County, Washington, described as follows:

21 Beginning at a point on the west line of Delmar Park, an Addition to the City of Seattle,  
22 according to the plat thereof recorded in Volume 14, page 37, in King County,  
23 Washington, distant 821.85 feet north of the south boundary of said Government Lot 4;  
24 thence northwesterly by a straight line, 174.82 feet, more or less, to a point distant 879.21  
25 feet north and 316.36 feet east from the southwest corner of said Government Lot 4;  
26 thence northwesterly by a straight line, 241.53 feet, more or less, to a point distant 130  
27 feet east and 1,032.84 feet north from the southwest corner of said Government Lot 4;  
28 thence northwesterly by a straight line, 165.93 feet, more or less, to a point on the east  
29 margin of 11th Avenue East (11th Avenue North), distant 30 feet east and 1,165.27 feet  
30 north from the southwest corner of said Government Lot 4; thence south along the east  
31 margin of 11th Avenue East (11th Avenue North), 179.59 feet; thence southeasterly by a  
32 straight line, 297 feet, more or less, to a point distant 796.76 feet north and 259.18 feet  
33 east from the southwest corner of said Government Lot 4; thence southeasterly by a  
34 straight line, 194.44 feet, more or less, to a point distant 441.8 feet east and 730 feet north  
35 from the southwest corner of said Government Lot 4; thence southeasterly by a straight  
36 line, 194 feet, more or less, to a point on the west line, produced south, of said Delmar  
37 Park, an Addition to the City of Seattle, 540 feet north and 481.8 feet east from the  
38 southwest corner of said Government Lot 4; thence north along said west line, produced  
39 south, of said Delmar Park, an Addition to the City of Seattle, 281.85 feet to the point of  
40 beginning;

1 EXCEPT that portion condemned for Delmar Drive East in King County Superior Court  
2 Cause No. 243553, pursuant to City of Seattle Ordinance Nos. 60250 and 61848;

3 AND EXCEPT that portion lying northwesterly of the southwesterly boundary line of the  
4 right-of-way of SR520 (Primary State Highway No. 1, Roanoke Connection, 10th  
5 Avenue North to Montlake Interchange), as shown on Official Right-of-Way and Limited  
6 Access Plan, Sheet 4 of 10, approved and adopted March 2, 2017, entitled "SR 5  
7 Interchange Vicinity to Montlake Interchange Vicinity", a copy of which is on file in the  
8 office of the Washington State Department of Transportation at Olympia, Washington.

9 PARCEL B:

10 That portion of Government Lot 4, Section 20, Township 25 North, Range 4 East, W.M.,  
11 in King County, Washington, lying westerly and southwesterly of the Plat of Delmar  
12 Park, an Addition to the City of Seattle, Washington, according to the plat thereof  
13 recorded in Volume 14, page 37, and lying east of the east boundary of 13th Avenue  
14 East, produced north; being a tract of land marked "Reserved" on the face of said Plat of  
15 Delmar Park;

16 EXCEPT that portion condemned for Delmar Drive East in King County Superior Court  
17 Cause No. 243553, pursuant to City of Seattle Ordinance Nos. 60250 and 61848.

18 The lands herein described contain an area of 6,235 square feet, more or less, the specific  
19 details concerning all of which are to be found on sheet 4 of that certain plan entitled SR  
20 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity, now of record and on  
21 file in the office of the Secretary of Transportation at Olympia, and bearing date of  
22 approval March 2, 2017, as revised

23 Attachment 1, Exhibit K: Temporary Easement, portion of Interlaken Park (temporary  
24 construction easement):

25 All that portion of the hereinafter described Tract "X", lying within the following  
26 described tract of land:

27 Beginning at a point opposite Highway Engineer's Station 30+18 on the SR 520 line  
28 survey of SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity and 360  
29 feet southerly therefrom; thence northeasterly to a point opposite HES 30+22 on said line  
30 survey and 356.3 feet southerly therefrom; thence southeasterly, along a curve to the left  
31 having a radius of 520 feet a distance of 65.00 feet, to a point opposite HES 30+78 on  
32 said line survey and 393.2 feet southerly therefrom; thence southwesterly to a point  
33 opposite HES 30+68 on said line survey and 411 feet southerly therefrom; thence  
34 northwesterly to a point opposite HES 30+40.00 on said line survey and 393 feet  
35 southerly therefrom; thence northeasterly to the point of beginning.

1 TRACT X:

2 PARCEL A:

3 That portion of Government Lot 4, Section 20, Township 25 North, Range 4 East, W.M.,  
4 in King County, Washington, described as follows:

5 Beginning at a point on the west line of Delmar Park, an Addition to the City of Seattle,  
6 according to the plat thereof recorded in Volume 14, page 37, in King County,  
7 Washington, distant 821.85 feet north of the south boundary of said Government Lot 4;  
8 thence northwesterly by a straight line, 174.82 feet, more or less, to a point distant 879.21  
9 feet north and 316.36 feet east from the southwest corner of said Government Lot 4;  
10 thence northwesterly by a straight line, 241.53 feet, more or less, to a point distant 130  
11 feet east and 1,032.84 feet north from the southwest corner of said Government Lot 4;  
12 thence northwesterly by a straight line, 165.93 feet, more or less, to a point on the east  
13 margin of 11th Avenue East (11th Avenue North), distant 30 feet east and 1,165.27 feet  
14 north from the southwest corner of said Government Lot 4; thence south along the east  
15 margin of 11th Avenue East (11th Avenue North), 179.59 feet; thence southeasterly by a  
16 straight line, 297 feet, more or less, to a point distant 796.76 feet north and 259.18 feet  
17 east from the southwest corner of said Government Lot 4; thence southeasterly by a  
18 straight line, 194.44 feet, more or less, to a point distant 441.8 feet east and 730 feet north  
19 from the southwest corner of said Government Lot 4; thence southeasterly by a straight  
20 line, 194 feet, more or less, to a point on the west line, produced south, of said Delmar  
21 Park, an Addition to the City of Seattle, 540 feet north and 481.8 feet east from the  
22 southwest corner of said Government Lot 4; thence north along said west line, produced  
23 south, of said Delmar Park, an Addition to the City of Seattle, 281.85 feet to the point of  
24 beginning;

25 EXCEPT that portion condemned for Delmar Drive East in King County Superior Court  
26 Cause No. 243553, pursuant to City of Seattle Ordinance Nos. 60250 and 61848;

27 AND EXCEPT that portion lying northwesterly of the southwesterly boundary line of the  
28 right-of-way of SR520 (Primary State Highway No. 1, Roanoke Connection, 10th  
29 Avenue North to Montlake Interchange), as shown on Official Right-of-Way and Limited  
30 Access Plan, Sheet 4 of 10, approved and adopted March 2, 2017, entitled "SR 5  
31 Interchange Vicinity to Montlake Interchange Vicinity", a copy of which is on file in the  
32 office of the Washington State Department of Transportation at Olympia, Washington.

33 PARCEL B:

34 That portion of Government Lot 4, Section 20, Township 25 North, Range 4 East, W.M.,  
35 in King County, Washington, lying westerly and southwesterly of the Plat of Delmar  
36 Park, an Addition to the City of Seattle, Washington, according to the plat thereof  
37 recorded in Volume 14, page 37, and lying east of the east boundary of 13th Avenue  
38 East, produced north; being a tract of land marked "Reserved" on the face of said Plat of  
39 Delmar Park;

1 EXCEPT that portion condemned for Delmar Drive East in King County Superior Court  
2 Cause No. 243553, pursuant to City of Seattle Ordinance Nos. 60250 and 61848.

3 The lands herein described contain an area of 6,200 square feet, more or less, the specific  
4 details concerning all of which are to be found on sheet 4 of that certain plan entitled SR  
5 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity, now of record and on  
6 file in the office of the Secretary of Transportation at Olympia, and bearing date of  
7 approval March 2, 2017, as revised.

8 Attachment 1, Exhibit L: Easement, portion of Interlaken Park (permanent subterranean  
9 easement):

10 All that portion of the hereinafter described Tract "X", lying within the following  
11 described tract of land

12 Beginning at a point opposite Highway Engineer's Station 28+99± on the SR 320 line  
13 survey of SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity and  
14 255.06 feet southeasterly therefrom, said point also being on the northerly line of said  
15 Tract X, thence southeasterly to a point opposite HES 28+96± on said line survey and  
16 278.07 feet southerly therefrom, said point also being on the westerly line of said Tract  
17 X; thence southeasterly to a point opposite HES 29+95± on said line survey and 367.69  
18 feet southeasterly therefrom, said point also being on the southwesterly line of said Tract  
19 X; thence southeasterly, along said southwesterly line, to a point opposite HES 31+05±  
20 on said line survey and 462 feet southeasterly therefrom; thence northeasterly to a point  
21 opposite HES 31+45 on said line survey and 424 feet southeasterly therefrom; thence  
22 northwesterly, along a curve to the right having a radius of 520 feet a distance of 55.79  
23 feet, to a point opposite HES 50+78 on said line survey and 393.2 feet southeasterly  
24 therefrom; thence northwesterly, along a curve to the right having a radius of 520 feet a  
25 distance of 65.00 feet, to a point opposite HES 30+22 on said line survey and 356.3 feet  
26 southerly therefrom; thence northwesterly, along a curve to the right having a radius of  
27 520 feet a distance of 64.95 feet, to a point opposite HES 29+08± on said line survey and  
28 248.72 feet southerly therefrom, said point also being on the westerly line of said Tract  
29 X; thence southwesterly to the point of beginning.

30 TRACT X:

31 PARCEL A:

32 That portion of Government Lot 4, Section 20, Township 25 North, Range 4 East, W.M.,  
33 in King County, Washington, described as follows:

34 Beginning at a point on the west line of Delmar Park, an Addition to the City of Seattle,  
35 according to the plat thereof recorded in Volume 14, page 37, in King County,  
36 Washington, distant 821.85 feet north of the south boundary of said Government Lot 4;  
37 thence northwesterly by a straight line, 174.82 feet, more or less, to a point distant 879.21  
38 feet north and 316.36 feet east from the southwest corner of said Government Lot 4;

1           thence northwesterly by a straight line, 241.53 feet, more or less, to a point distant 130  
2           feet east and 1,032.84 feet north from the southwest corner of said Government Lot 4;  
3           thence northwesterly by a straight line, 165.93 feet, more or less, to a point on the east  
4           margin of 11th Avenue East (11th Avenue North), distant 30 feet east and 1,165.27 feet  
5           north from the southwest corner of said Government Lot 4; thence south along the east  
6           margin of 11th Avenue East (11th Avenue North), 179.59 feet; thence southeasterly by a  
7           straight line, 297 feet, more or less, to a point distant 796.76 feet north and 259.18 feet  
8           east from the southwest corner of said Government Lot 4; thence southeasterly by a  
9           straight line, 194.44 feet, more or less, to a point distant 441.8 feet east and 730 feet north  
10          from the southwest corner of said Government Lot 4; thence southeasterly by a straight  
11          line, 194 feet, more or less, to a point on the west line, produced south, of said Delmar  
12          Park, an Addition to the City of Seattle, 540 feet north and 481.8 feet east from the  
13          southwest corner of said Government Lot 4; thence north along said west line, produced  
14          south, of said Delmar Park, an Addition to the City of Seattle, 281.85 feet to the point of  
15          beginning;

16          EXCEPT that portion condemned for Delmar Drive East in King County Superior Court  
17          Cause No. 243553, pursuant to City of Seattle Ordinance Nos. 60250 and 61848;

18          AND EXCEPT that portion lying northwesterly of the southwesterly boundary line of the  
19          right-of-way of SR520 (Primary State Highway No. 1, Roanoke Connection, 10th  
20          Avenue North to Montlake Interchange), as shown on Official Right-of-Way and Limited  
21          Access Plan, Sheet 4 of 10, approved and adopted March 2, 2017, entitled “SR 5  
22          Interchange Vicinity to Montlake Interchange Vicinity”, a copy of which is on file in the  
23          office of the Washington State Department of Transportation at Olympia, Washington.

24          **PARCEL B:**

25          That portion of Government Lot 4, Section 20, Township 25 North, Range 4 East, W.M.,  
26          in King County, Washington, lying westerly and southwesterly of the Plat of Delmar  
27          Park, an Addition to the City of Seattle, Washington, according to the plat thereof  
28          recorded in Volume 14, page 37, and lying east of the east boundary of 13th Avenue  
29          East, produced north; being a tract of land marked “Reserved” on the face of said Plat of  
30          Delmar Park;

31          EXCEPT that portion condemned for Delmar Drive East in King County Superior Court  
32          Cause No. 243553, pursuant to City of Seattle Ordinance Nos. 60250 and 61848.

33          The lands herein described contain an area of 17,230 square feet, more or less, the  
34          specific details concerning all of which are to be found on sheet 4 of that certain plan  
35          entitled SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity, now of  
36          record and on file in the office of the Secretary of Transportation at Olympia, and bearing  
37          date of approval March 2, 2017, as revised.

38          Attachment 1, Exhibit M: Temporary Easement, portion of Roanoke Park, (temporary  
39          subterranean easement):

1 All that portion of the hereinafter described "Parcel A" lying southerly of the following  
2 described line:

3 Beginning at point opposite Highway Engineer's Station (hereinafter referred to as HES)  
4 NE 2340+16.23 on the NE line survey of SR 520, SR 5 Interchange Vicinity to Montlake  
5 Interchange Vicinity and 430.25 feet northwesterly therefrom; thence northeasterly to a  
6 point opposite HES NE 2340+94 on said line survey and 429.61 feet northwesterly  
7 therefrom; thence northeasterly to a point opposite HES NE 2343+07± on said line  
8 survey and 406 feet northwesterly therefrom, said point also being on the easterly line of  
9 said Parcel A; thence northeasterly to a point opposite HES NE 2343+70± on said line  
10 survey and 405 feet northwesterly therefrom, said point also being on the westerly line of  
11 Lot 6, Block 10, Plat of Denny-Furman Addition to the City of Seattle, according to the  
12 plat thereof recorded in Volume 7 of Plats, page 34, records of King County,  
13 Washington, and the terminus of this line description.

14 Parcel A:

15 Lots 1 through 16, Block 9, Plat of Denny-Fuhrman Addition to the City of Seattle,  
16 according to the plat thereof recorded in Volume 7 of Plats, page 34, records of King  
17 County, Washington.

18 The lands herein described contain an area of 23,440 square feet, more or less, the  
19 specific details concerning all of which are to be found on sheets 2 and 3 of that certain  
20 plan entitled SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity, now  
21 of record and on file in the office of the Secretary of Transportation at Olympia, and  
22 bearing date of approval March 2, 2017, as revised.

23 Attachment 1, Exhibit N: Temporary Easement, portion of Montlake Playfield

24 (temporary construction easement):

25 **Parcel No. 1:**

26 A temporary easement, for the purposes of construction and operation of temporary work  
27 bridges to accommodate the replacement of the existing Portage Bay Bridge Structure  
28 and the associated placement of personnel, machinery and equipment necessary for the  
29 above work. Said temporary easement shall be for a six (6) year term occurring between  
30 June 1, 2023 and June 1, 2030, over, under, upon and across that portion of the  
31 hereinafter described Tract "X" lying within the following described tract of land:

32 Beginning at a point opposite Highway Engineer's Station 40+34± on the SR 520 line  
33 survey and 60 feet northerly therefrom, said point also being on the westerly line of Lot  
34 4, Block 9A, Lake Union Shore Lands, according to the official maps thereof on file in  
35 the Office of the Commissioner of Public Lands in Olympia, Washington; thence  
36 northeasterly, along said westerly line; to a point opposite HES 40+49± on said line  
37 survey and 111 feet northerly therefrom; thence easterly to a point opposite HES 42+44±  
38 on the SR 520 line survey and 112 feet northerly therefrom, said point also being on the



1 easterly line of said Lot 4; thence southerly, along said easterly line, to a point opposite  
2 HES 42+46± on said line survey and 60 northerly therefrom; thence southwesterly to the  
3 point of beginning.

4 TOGETHER WITH that portion of the hereinafter described Tract “X” lying within the  
5 following described tract of land:

6 Beginning at a point opposite Highway Engineer’s Station (hereinafter referred to as  
7 HES) 43+06± on the SR 520 line survey of SR 520, SR 5 Interchange Vicinity to  
8 Montlake Interchange Vicinity and 60 feet northerly therefrom, said point also being on  
9 the westerly line of Lot 1, Block 6A, Lake Union Shore Lands, according to the official  
10 maps thereof on file in the Office of the Commissioner of Public Lands in Olympia,  
11 Washington; thence northerly, along said westerly line, to a point opposite HES 43+14±  
12 on said line survey and 169 feet northerly therefrom; thence northeasterly to a point  
13 opposite HES 44+37.77 on said line survey and 234 feet northerly therefrom; thence  
14 easterly to a point opposite HES 46+78± on said line survey and 222 feet northerly  
15 therefrom, said point also being on the easterly line of Lot 2, in said Block 6A; thence  
16 southerly, along said easterly line, to a point opposite HES 46+67± on said line survey  
17 and 60 feet northerly therefrom; thence westerly to the point of beginning.

18 TOGETHER WITH that portion of the hereinafter described Tract “X” lying within the  
19 following described tract of land:

20 Beginning at a point opposite Highway Engineer’s Station (hereinafter referred to as  
21 HES) 47+34± on the SR 520 line survey of SR 520, SR 5 Interchange Vicinity to  
22 Montlake Interchange Vicinity and 60 feet northerly therefrom; said point also being on  
23 the westerly line of Block 2A, Lake Union Shore Lands, according to the official maps  
24 thereof on file in the Office of the Commissioner of Public Lands in Olympia,  
25 Washington; thence northerly along said westerly line to a point opposite HES 47+48±  
26 on said line survey and 218 feet northerly therefrom; thence easterly to a point opposite  
27 HES 53+15± on said line survey and 143.20 feet northerly therefrom, said point also  
28 being on the easterly line of said Block 2A; thence southerly to a point opposite HES  
29 53+09 on said line survey and 117.70 feet northerly therefrom; thence southeasterly to a  
30 point opposite HES 53+54 on said line survey and 60 feet northerly therefrom; thence  
31 southwesterly to the point of beginning.

32 **Parcel 2:**

33 A temporary easement, for the purposes of construction and operation of temporary work  
34 bridges to accommodate the replacement of the existing Portage Bay Bridge Structure,  
35 construction of regional trail systems, relocation of utilities, clearing of trees/vegetation  
36 and the associated placement of personnel, machinery and equipment necessary for the  
37 above work. Said temporary easement shall be for a six (6) year term occurring between  
38 June 1, 2023 and June 1, 2030, over, under, upon and across that portion of the  
39 hereinafter described Tract “X” lying within the following described tract of land:

1 Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as  
2 HES) 47+19.35 on the SR 520 line survey SR 520, SR 5 Interchange Vicinity to  
3 Montlake Interchange Vicinity and 130.05 feet southerly therefrom; thence northeasterly,  
4 along a curve to the left having a radius of 1,970.10 feet a distance of 328.84 feet, to a  
5 point opposite HES 50+37.76 on said line survey and 123.56 feet southerly therefrom;  
6 thence northeasterly, along a curve to the left having a radius of 3,131 feet a distance of  
7 174.34 feet, to a point opposite HES 52+06.16 on said line survey and 136.47 feet  
8 southerly therefrom; thence northeasterly to a point opposite HES 54+84± on said line  
9 survey and 165.95 feet southerly therefrom, said point also being on the easterly line of  
10 Lot 18, Block 41, Pike's Second Addition to Union City, according to the plat thereof  
11 recorded in Volume 1 of Plats, page 65A, in King County, Washington; thence  
12 northeasterly to a point opposite HES 55+20.71 on said line survey and 171.38 southerly  
13 therefrom; thence northeasterly, along a curve to the right having a radius of 657.50 feet a  
14 distance of 208.83 feet, to a point opposite HES 56+98.65 on said line survey and 242.13  
15 feet southerly therefrom; thence southerly to a point opposite HES 56+96.50 on said line  
16 survey and 248.48 feet southerly therefrom; thence southerly to a point opposite HES  
17 56+89 on said line survey and 272 feet southerly therefrom; thence easterly to a point  
18 opposite HES 56+93 on said line survey and 273.93 feet southerly therefrom; thence  
19 southwesterly to a point opposite HES 56+40 on said line survey and 342.24 feet  
20 southerly therefrom; thence westerly to a point opposite HES 56+36 on said line survey  
21 and 340.48 feet southerly therefrom; thence southwesterly to a point opposite HES 55+93  
22 on said line survey and 400.46 feet southerly therefrom; thence southwesterly to a point  
23 opposite HES 55+43 on said line survey and 452.02 feet southerly therefrom; thence  
24 westerly to a point opposite HES 54+99 on said line survey and 437.70 feet southerly  
25 therefrom; thence northeasterly to a point opposite HES 55+23.41 on said line survey and  
26 404 feet southerly therefrom; thence northwesterly to a point opposite HES 55+38.17 on  
27 said line survey and 332 feet southerly therefrom; thence northwesterly to a point  
28 opposite HES 53+85.33 on said line survey and 230 feet southerly therefrom; thence  
29 southwesterly to a point opposite HES 52+63.19 on said line survey and 215 feet  
30 southerly therefrom; thence northwesterly to a point opposite HES 52+19.88 on said line  
31 survey and 187.53 feet southerly therefrom; thence southwesterly, along a curve to the  
32 right having a radius 3, 181 feet a distance of 326.75 feet, to a point opposite HES  
33 49+07.78 on said line survey and 162.20 feet southerly therefrom; thence westerly to a  
34 point opposite HES 47+18± on said line survey and 154.21 feet southerly therefrom, said  
35 point also being on the westerly line of Lot 1, Block 2, Lake Union Shore Lands,  
36 according to the official maps thereof on file in the Office of the Commissioner of Public  
37 Lands in Olympia, Washington; thence northerly to the point of beginning.

38 **Parcel 3:**

39 A temporary easement, for the purposes of ingress and egress for the post construction  
40 establishment of native type vegetation including planting, seeding, inspecting,  
41 monitoring, watering and weed control. Said temporary easement shall be for a four (4)  
42 year term occurring between June 1, 2029 and June 1, 2033, over, under, upon and across  
43 that portion of the hereinafter described Tract "X" lying within the following described  
44 tract of land:

1 Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as  
2 HES) 47+19.35 on the SR 520 line survey SR 520, SR 5 Interchange Vicinity to  
3 Montlake Interchange Vicinity and 130.05 feet southerly therefrom; thence northeasterly,  
4 along a curve to the left having a radius of 1,970.10 feet a distance of 328.84 feet, to a  
5 point opposite HES 50+37.76 on said line survey and 123.56 feet southerly therefrom;  
6 thence northeasterly, along a curve to the left having a radius of 3,131 feet a distance of  
7 174.34 feet, to a point opposite HES 52+06.16 on said line survey and 136.47 feet  
8 southerly therefrom; thence northeasterly to a point opposite HES 54+84± on said line  
9 survey and 165.95 feet southerly therefrom, said point also being on the easterly line of  
10 Lot 18, Block 41, Pike's Second Addition to Union City, according to the plat thereof  
11 recorded in Volume 1 of Plats, page 65A, in King County, Washington; thence  
12 northeasterly to a point opposite HES 55+20.71 on said line survey and 171.38 southerly  
13 therefrom; thence northeasterly, along a curve to the right having a radius of 657.50 feet a  
14 distance of 208.83 feet, to a point opposite HES 56+98.65 on said line survey and 242.13  
15 feet southerly therefrom; thence southerly to a point opposite HES 56+96.50 on said line  
16 survey and 248.48 feet southerly therefrom; thence southerly to a point opposite HES  
17 56+89 on said line survey and 272 feet southerly therefrom; thence easterly to a point  
18 opposite HES 56+93 on said line survey and 273.93 feet southerly therefrom; thence  
19 southwesterly to a point opposite HES 56+40 on said line survey and 342.24 feet  
20 southerly therefrom; thence westerly to a point opposite HES 56+36 on said line survey  
21 and 340.48 feet southerly therefrom; thence southwesterly to a point opposite HES 55+93  
22 on said line survey and 400.46 feet southerly therefrom; thence southwesterly to a point  
23 opposite HES 55+43 on said line survey and 452.02 feet southerly therefrom; thence  
24 westerly to a point opposite HES 54+99 on said line survey and 437.70 feet southerly  
25 therefrom; thence northeasterly to a point opposite HES 55+23.41 on said line survey and  
26 404 feet southerly therefrom; thence northwesterly to a point opposite HES 55+38.17 on  
27 said line survey and 332 feet southerly therefrom; thence northwesterly to a point  
28 opposite HES 53+85.33 on said line survey and 230 feet southerly therefrom; thence  
29 southwesterly to a point opposite HES 52+63.19 on said line survey and 215 feet  
30 southerly therefrom; thence northwesterly to a point opposite HES 52+19.88 on said line  
31 survey and 187.53 feet southerly therefrom; thence southwesterly, along a curve to the  
32 right having a radius 3, 181 feet a distance of 326.75 feet, to a point opposite HES  
33 49+07.78 on said line survey and 162.20 feet southerly therefrom; thence westerly to a  
34 point opposite HES 47+18± on said line survey and 154.21 feet southerly therefrom, said  
35 point also being on the westerly line of Lot 1, Block 2, Lake Union Shore Lands,  
36 according to the official maps thereof on file in the Office of the Commissioner of Public  
37 Lands in Olympia, Washington; thence northerly to the point of beginning.

38 **TRACT X:**

39 Parcel A:

40 Blocks 41 and 50, Pike's Second Addition to Union City, according to the plat thereof  
41 recorded in Volume 1 of Plats, Page 65a, in King County, Washington;

42 **TOGETHER** with those portions of vacated East Louisa Street, vacated East Miller  
43 Street, vacated 16th Avenue East and vacated 18th Avenue East as vacated by City of

1 Seattle Ordinance Nos. 64292, 96678, 105229, as recorded under Recording No.  
2 7601070379, and by Ordinance No. 105230, as recorded under Recording No.  
3 7601070380.

4 Parcel B:

5 The West one-half of Block 10, Plan of Union City as recorded in Volume 1 of Plats,  
6 Page 39, records of King County, Washington;

7 EXCEPT the South 225 feet thereof;

8 AND EXCEPT that portion conveyed to the State of Washington by Deed recorded under  
9 Recording No. 5290014;

10 TOGETHER WITH the portion of vacated 19th Street as vacated by City of Seattle  
11 Ordinance No. 105230, recorded under Recording No. 7601070380.

12 Parcel C:

13 That portion of the North 85 feet of the South 225 feet of the West one-half of Block 10,  
14 Plan of Union City, as recorded in Volume 1 of Plats, Page 39, records of King County,  
15 Washington, lying Westerly of a line 5 feet Easterly of and parallel with the following  
16 described line:

17 Beginning at a point on the South line of said North 85 feet distant 33.74 feet West of its  
18 intersection with the East line of said West one-half; thence North 23°21'26" East a  
19 distance of 90.37 feet to a point on the East line of said West one-half distant 1.17 feet  
20 South of the Northeast corner thereof;

21 TOGETHER WITH the portion of vacated 19th Street as vacated by City of Seattle  
22 Ordinance No. 105230, recorded under Recording No. 7601070380.

23 Parcel D:

24 That portion of the North 70 feet of the South 140 feet of the West one-half of Block 10,  
25 Plan of Union City, according to the plat thereof recorded in Volume 1 of Plats, Page 39,  
26 in King County, Washington, lying Westerly of a line distant 5 feet Easterly of and  
27 parallel with the following described line:

28 Beginning at a point on the South line of said North 70 feet distant 118.09 feet East of its  
29 intersection with the East line of 19th Avenue East; thence North 23°21'26" East a  
30 distance of 75.46 feet to a point on the North line of said North 70 feet distant 33.74 feet  
31 West of its intersection with the East line of said West one-half of said Block 10;

32 TOGETHER WITH the portion of vacated 19th Street as vacated by City of Seattle  
33 Ordinance No. 105230, recorded under Recording No. 7601070380.

1 Parcel E:

2 That portion of the South 70 feet of the West one-half of Block 10, Plan of Union City,  
3 according to plat thereof as recorded in Volume 1 of Plats, Page 39, records of King  
4 County, Washington, lying Westerly of a line distant 5 feet Westerly of and parallel with  
5 the following described line:

6 Beginning at a point on the North line of East Louisa Street distant 74.51 feet East of its  
7 intersection with the East line of 19th Avenue East; thence North 33°45'00" East a  
8 distance of 79.29 feet; thence North 23°21'26" East a distance of 3.23 feet to a point on  
9 the North line of said South 70 feet, distant 118.09 feet East of its intersection with the  
10 East line of 19th Avenue East;

11 TOGETHER WITH that portion of vacated 19th Street as vacated by City of Seattle  
12 Ordinance No. 105230, recorded under Recording No. 7601070380.

13 Parcel F:

14 Lot 4, Block 9-A, Lots 1 and 2, Block 6-A and Block 2-A, Second Supplemental Maps of  
15 Lake Union Shore Lands according to the official maps thereof on file in the Office of the  
16 Commissioner of Public Lands in Olympia, Washington.

17 Parcel G:

18 Lot 1, Block 1, Lake Union Shore Lands, according to the official maps thereof on file in  
19 the Office of the Commissioner of Public Lands in Olympia, Washington and Lot 2,  
20 Block 1, lying Southerly of a line drawn from a point on the Easterly line of Lot 15,  
21 Block 41, Pike's Second Addition to Union City 60 feet North of the Southeast corner  
22 thereof to the Northwest corner of Lot 2, Block 1, Lake Union Shore Lands;

23 AND that portion of Lots 2, 3 and 4, Block 1, lying on the Northerly side of said  
24 "Division Line" and on the Southwesterly side of a line drawn from the point of  
25 intersection of the North line of said Lot 16, of Pike's Second Addition to Union City  
26 according to the plat recorded in Volume 1 of Plats, Page 65a, with the meander line to  
27 the point of intersection of the West line of Lot 3, of said Lake Union Shore Lands with  
28 the pierhead line of the official Plat of Lake Union Shore Lands. according to the official  
29 maps thereof on file in the Office of the Commissioner of Public Lands in Olympia,  
30 Washington.

31 SUBJECT TO the following terms and conditions:

- 32
- 33 • The Grantee shall provide Grantor written notice no less than 30 days in advance of  
34 Grantee's intent to exercise its rights under this Temporary Easement.
  - 35 • Grantee shall remove all of its property, equipment and materials and restore the  
36 grading, landscaping and other improvements damaged by the entry to at least as  
37 good a condition as such grading, landscaping and other improvements, were in  
immediately prior to the Grantee's commencement of work.

1 The temporary easements herein described in Parcels 1 and 2 contain an area of 221,974  
2 square feet, more or less, and the temporary easement herein described in Parcel 3  
3 contains an area of 82,110 square feet, the specific details concerning all of which are to  
4 be found on sheets 5, 7, 8, and 10 of that certain plan entitled SR 520, SR 5 Interchange  
5 Vicinity to Montlake Interchange Vicinity, now of record and on file in the office of the  
6 Secretary of Transportation at Olympia, and bearing date of approval March 2, 2017, as  
7 revised.

8 Section 3. The Superintendent, or Superintendent's designee, is specifically authorized,  
9 for and on behalf of the City, to acquire the following described real property, situated in the  
10 City of Seattle, County of King, State of Washington, commonly known as: the release of  
11 restrictive covenant on a portion of the Montlake Playfield, fee acquisition of a portion of  
12 WSDOT's Campbell-Moshier Property, and fee acquisition of the WSDOT Peninsula Property  
13 with a legal description substantially in the form set out below ("Acquisition Properties"),  
14 together with all rights, privileges, and other property pertaining thereto, for open space, park,  
15 and recreation purposes, and to accept deeds for the Acquisition Properties, as partial  
16 consideration described in and consistent with the terms of the Settlement Agreement by  
17 executing a Deed Acceptance Certificate substantially in the form of Attachment 2 to this  
18 ordinance such other instrument as the Superintendent reasonably determines necessary to carry  
19 out this property acquisition:

20 Attachment 1, Exhibit O: Quit Claim Deed, portion of Montlake Playfield (release of  
21 restrictive covenant):

22 Parcel 1:

23 Lots 1-11 in Block 2, Lake Union Shore Lands, and vacated street adjoining; Situate in  
24 the City of Seattle, County of King, State of Washington.

25 Parcel 2:

26 Lots 1 and 2 in Block 1 of Lake Union Shore Lands, and that portion of Lots 3 and 4 in  
27 said Block 1 lying southwesterly of the following described line: Beginning at the  
28 intersection of the Government meander line with the north line of Lot 16, Block 41,  
29 Pike's 2nd Addition to Union City, according to plat thereof recorded in Volume 1 of

1 Plats, page 65A, records of King County, thence northwesterly to the most northerly  
2 corner of Lot 2, Block 1, said Lake Union Shorelands; and portion of vacated street  
3 adjoining said Lot 1; situate in the City of Seattle, County of King, State of Washington.

4 Parcel 3:

5 Lots 1 to 18 inclusive, Block 41 of Pike's 2nd Addition to Union City, according to plat  
6 thereof recorded in Volume 1 of Plats, Page 65A, Records of King County; and vacated  
7 alley and streets adjoining; EXCEPT portions of said Lots 13, 14, 15 and 16 included in  
8 Lake Union Shorelands; situate in The City of Seattle, County of King, State of  
9 Washington.

10 Parcel 4:

11 Lots 5, 6, 10, 11 and 12 in Block 50 of Pike's 2nd Addition to Union City, according to  
12 plat thereof recorded in Volume 1 of Plats on page 65A records of King County; and  
13 vacated streets adjoining; Situate in The City of Seattle, County of King, State of  
14 Washington.

15 The specific details concerning all of which may be found on sheet 8 of that certain plan  
16 entitled SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity, now of  
17 record and on file in the office of the Secretary of Transportation at Olympia,  
18 Washington, bearing date of approval March 2, 2017, as revised.

19 Subject to all existing encumbrances, including easements, restrictions and reservations,  
20 if any.

21 Attachment 1, Exhibit P: Quit Claim Deed, WSDOT Peninsula Property (fee):

22 Those portions of Government Lots 1, 3, and 4 in Section 21, Township 25 North, Range  
23 4 East, W.M., in King County, Washington, lying within the following described tract of  
24 land:

25 Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as  
26 HES) E-S 165+66.38 on the E-S line survey of SR 520, SR 5 Vicinity to Evergreen Point  
27 Bridge and 70.07 feet westerly therefrom; thence northerly to a point opposite HES E-S  
28 163+68.63 on said line survey and 100.19 feet westerly therefrom; thence easterly to a  
29 point opposite HES E-S 163+67.08 on said line survey and 90 feet westerly therefrom;  
30 thence northeasterly, parallel with said line survey, to a point opposite HES E-S  
31 161+89.18 thereon; thence northeasterly to a point opposite HES E-S 159+82.95 on said  
32 line survey and 80 feet westerly therefrom; thence northwesterly, along a curve to the  
33 left, to a point opposite HES 77+42.41 on the SR 520 line survey of SR 520, Montlake  
34 Interchange Vicinity to Arboretum Interchange Vicinity and 662 feet southeasterly  
35 therefrom; thence northeasterly a point opposite HES 77+70 on said SR 520 line survey  
36 and 657 feet southeasterly therefrom; thence northwesterly to a point opposite HES  
37 77+50 on said SR 520 line survey and 501 feet southeasterly therefrom; thence  
38 northwesterly to a point opposite HES 77+12 on said SR 520 line survey and 370 feet  
39 southeasterly therefrom; thence northeasterly to a point opposite HES 77+38 on said SR

1 520 line survey and 322 feet southeasterly therefrom; thence northeasterly, along a curve  
2 to the left having a radius of 45 feet a distance of 111.39 feet, to a point opposite HES  
3 77+41 on said SR 520 line survey and 237 feet southeasterly therefrom; thence  
4 northeasterly to a point opposite HES 70+10 on said SR 520 line survey and 155 feet  
5 southeasterly therefrom; thence northeasterly to a point opposite HES 157+55.57 on the  
6 SR 520 line survey of SR 5 Vicinity to Evergreen Point Bridge and 57.81 feet southerly  
7 therefrom; thence easterly to a point opposite HES 161+66.09 on said SR 520 line survey  
8 and 81.18 feet southerly therefrom; thence easterly to a point opposite HES 165+46.63 on  
9 said SR 520 line survey and 64.46 feet southerly therefrom; thence southeasterly to a  
10 point opposite HES 171+25.83 on said SR 520 line survey and 56.27 feet southerly  
11 therefrom; thence southwesterly to a point opposite HES N-E 171+11.36 on the N-E line  
12 survey of said highway and 35 feet southeasterly therefrom; thence southwesterly,  
13 parallel with said line survey, to a point opposite HES N-E 154+07.87 thereon; thence  
14 southerly to a point opposite HES N-MONT 171+18.57 on the N-MONT line survey of  
15 said highway and 50 feet easterly therefrom; thence westerly to the point of beginning.

16 **EXCEPT**, Grantor reserves to itself and its successors and/or assigns, all easement rights  
17 of access, light, view and/or air in the property herein conveyed to the extent that the  
18 property abuts the state highway right of way; therefore, the Grantee(s) herein, including  
19 heirs, successors or assigns, shall have no right of ingress or egress to, from or between  
20 SR and the lands herein described, nor shall Grantee(s) herein, its heirs, successors or  
21 assigns, be entitled to compensation for any loss of access, light, view and/or air  
22 occasioned by the location, construction, reconstruction, maintenance or operation of said  
23 highway.

24 **RESERVING** unto the Grantor, the temporary right, privilege, and easement over,  
25 under, upon and across the hereinafter described the hereinafter described lands to be  
26 designated as Parcel 1, for the purposes of site access, staging area for construction  
27 equipment and vehicles, and rights of ongoing ingress and egress to accomplish said  
28 purposes as needed on said lands. Said temporary easement shall terminate on December  
29 31, 2023:

30 Parcel 1:

31 That portion of Government Lots 1, 3 and 4 in Section 21, Township 25 North, Range 4  
32 East, W.M., in King County, Washington, lying within the following described tract of  
33 land:

34 Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as  
35 HES) N-MONT 771+18.67 on the N-MONT line survey as shown on Exhibit Map SR  
36 520 WSDOT Peninsula and 50 feet easterly therefrom; thence westerly to a point  
37 opposite HES E-S 165+39.44 on the E-S line survey as shown on said Exhibit Map and  
38 106.81 feet easterly therefrom; thence northwesterly to a point opposite HES E-S  
39 165+14.42 on said E-S line survey and 52.48 feet easterly therefrom; thence  
40 northwesterly to a point opposite HES E-S 165+10.10 on said E-S line survey and 6.09  
41 feet westerly therefrom; thence northeasterly to a point opposite HES E-S 164+71.79 on  
42 said E-S line survey and 16.90 feet easterly therefrom; thence northeasterly to a point



1 opposite HES E-S 164+20.24 on said E-S line survey and 25.60 feet easterly therefrom;  
2 thence northwesterly to a point opposite HES E-S 164+22.34 on said E-S line survey and  
3 92.01 feet westerly therefrom; thence northerly to a point opposite HES E-S 163+68.63  
4 on said E-S line survey and 100.19 feet westerly therefrom; thence easterly to a point  
5 opposite HES E-S 163+67.08 on said E-S line survey and 90 feet westerly therefrom;  
6 thence northeasterly, parallel with said E-S line survey, to a point opposite HES  
7 161+89.16 thereon; thence northeasterly to a point opposite HES E-S 159+82.95 on said  
8 E-S line survey and 80 feet westerly therefrom; thence northwesterly, along a curve to the  
9 left having a radius of 440.87 feet a distance of 233.51 feet, to a point opposite HES A  
10 77+42.41 on the A-Line line survey as shown on said exhibit map and 662 feet southerly  
11 therefrom; thence northeasterly to a point opposite HES A 77+70 on said A-Line line  
12 survey and 657 feet southerly therefrom; thence northwesterly to a point opposite HES A  
13 77+50 on said A-Line line survey and 501 feet southerly therefrom; thence northwesterly  
14 to a point opposite HES A 77+12 on said A-Line line survey and 370 feet southerly  
15 therefrom; thence northeasterly to a point opposite HES A 77+38 on A-Line line survey  
16 and 322 feet southerly therefrom; thence northerly, along a curve to the left having a  
17 radius of 45 feet a distance of 41.39 feet to a point opposite HES A 77+41 on said A-Line  
18 line survey and 237 feet southerly there from; thence northeasterly to a point opposite  
19 HES A 78+10 on said A-Line line survey and 155 feet southerly therefrom; thence  
20 northeasterly to a point opposite HES B 157+55.57 on the B-Line survey as shown on  
21 said Exhibit Map and 67.81 feet southerly therefrom; thence northeasterly to a point  
22 opposite HES B 161+66.09 on said B-Line line survey and 81.18 feet southerly  
23 therefrom; thence easterly to a point opposite HES B 165+46.63 on said B-Line line  
24 survey and 64.46 feet southerly therefrom; thence southeasterly to a point opposite HES  
25 B 169+61.30 on said B-Line line survey and 53.68 feet southerly therefrom; thence  
26 southeasterly to a point opposite HES B 171+26.83 on said B-Line line survey and 56.27  
27 feet southerly therefrom; thence southerly to a point opposite HES B 171+26.56 on said  
28 B-Line line survey and 100 feet southerly therefrom; thence southwesterly, parallel with  
29 said B-Line line survey, to a point opposite HES B 171+26.01 thereon; thence  
30 southwesterly to a point opposite HES N-E 155+98.31 on the N-E line survey as shown  
31 on said Exhibit Map and 35 feet southeasterly therefrom; thence southwesterly, parallel  
32 with said N-E line survey, to a point opposite HES N-E 154+07.87 thereon; thence  
33 southerly to the point of beginning.

- 34 • Grantor shall remove all of its property, equipment and materials and restore the  
35 grading, landscaping and other improvements damaged by the entry to at least as  
36 good a condition as such grading, landscaping and other improvements, were in  
37 immediately prior to the Grantor's commencement of work.

38 **ALSO RESERVING**, unto the Grantor, the temporary right, privilege, and easement  
39 over, under, upon and across the hereinafter described the hereinafter described lands to  
40 be designated as Parcel 2, for the purposes of site access, staging area for construction  
41 equipment and vehicles, and rights of ongoing ingress and egress to accomplish said  
42 purposes as needed on said lands. Said temporary easement shall commence on January  
43 1, 2024 and terminate on June 1, 2030:

1 Parcel 2:

2 Those portions of Government Lots 1, 3 and 4 in Section 21, Township 25 North, Range  
3 4 East, W.M. lying within the following described tract of land:

4 Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES  
5 E-S 163+75.13 on the E-S line survey as shown on Exhibit Map SR 520 WSDOT  
6 Peninsula and 99.20 feet westerly therefrom; thence northerly to a point opposite HES E-  
7 S 163+68.63 on said line survey and 100.19 feet westerly therefrom; thence easterly to a  
8 point opposite E-S 163+67.08 on said line survey and 90 feet westerly therefrom; thence  
9 northeasterly, parallel with said line survey, to a point opposite HES E-S 161+89.18  
10 thereon; thence northeasterly to a point opposite HES E-S 159+82.95 on said line survey  
11 and 80 feet westerly therefrom; thence northwesterly to a point opposite HES A 77+53.09  
12 on the A-Line line survey as shown on said Exhibit Map and 745.55 feet southerly  
13 therefrom; thence northeasterly to a point opposite HES A 78+54.81 on said A-Line line  
14 survey and 734.31 feet southerly therefrom; thence southeasterly to a point opposite HES  
15 A 79+29.93 on said A-Line line survey and 789.98 feet southerly therefrom; thence  
16 easterly to a point opposite HES B 156+48.31 on the B-Line line survey as shown on said  
17 Exhibit Map and 726.56 feet southerly therefrom; thence northeasterly to a point opposite  
18 HES B 157+23.14 on said B-Line line survey and 726.48 feet southerly therefrom; thence  
19 easterly to a point opposite HES B 157+67.19 on said B-Line line survey and 733.95 feet  
20 southerly therefrom; thence easterly to a point opposite HES B 159+70.95 on said B-Line  
21 line survey and 758.07 feet southerly therefrom; thence northeasterly to a point opposite  
22 HES B 161+76.43 on said B-Line line survey and 500.84 feet southerly therefrom; thence  
23 northeasterly to a point opposite HES B 161+84.03 on said B-Line line survey and  
24 486.57 feet southerly therefrom; thence southeasterly to a point opposite HES B  
25 162+53.86 on said B-Line line survey and 496.91 feet southerly therefrom; thence  
26 southeasterly to a point opposite HES B 162+83.16 on said B-Line survey and 596.94  
27 feet southerly therefrom; thence southeasterly to a point opposite HES B 163+20.36 on  
28 said B-Line line survey and 641.09 feet southerly therefrom; thence southerly to a point  
29 opposite HES B 163+39.31 on said B-Line line survey and 782.61 feet southerly  
30 therefrom; thence southwesterly to a point opposite HES N-E 157+68.95 on the N-E line  
31 survey as shown on said Exhibit Map and 9.75 feet southeasterly therefrom; thence

32 Subject to all existing encumbrances, including easements, restrictions and reservations,  
33 if any.

34 Attachment 1, Exhibit Q: Quit Claim Deed, portion of WSDOT Campbell-Moshier

35 Property (fee):

36 That portion of Lot 7, Block 6, Union City, according to the plat thereof, recorded in  
37 Volume 1 of Plats, page 39, in King County, Washington, described as follows:

38 Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as  
39 HES) 64+72.53 on the SR 520 line survey and 209.29 feet southerly therefrom; thence

1           northeasterly to a point opposite HES 64+78.94 on said line survey and 209.37 feet  
2           southerly therefrom; thence northeasterly to a point opposite HES 64+86.94 on said line  
3           survey and 209.46 feet southerly therefrom; thence northeasterly to a point opposite HES  
4           64+92.74 on said line survey and 209.53 feet southerly therefrom, thence southerly to a  
5           point opposite HES 64+87.39 on said line survey and 243.54 feet southerly therefrom;  
6           thence southerly to a point opposite HES 64+82.06 on said line survey and 277.44 feet  
7           southerly therefrom; thence southerly to a point opposite HES 64+81.46 on said line  
8           survey and 281.24 feet southerly therefrom; thence southerly to a point opposite HES  
9           64+80.52 on said line survey and 287.28 feet southerly therefrom; thence westerly to a  
10          point opposite HES 64+60.76 on said line survey and 284.18 feet southerly therefrom;  
11          thence northerly to a point opposite HES 64+64.21 on said line survey and 262.22 feet  
12          southerly therefrom; thence northerly to a point opposite HES 64+64.81 on said line  
13          survey and 258.41 feet southerly therefrom; thence northerly to the point of beginning.

14           EXCEPT, Grantor reserves to itself and its successors and/or assigns, all easement rights  
15           of access, light, view and/or air in the property herein conveyed to the extent that the  
16           property abuts the state highway right of way; therefore, the Grantee herein, including  
17           successors or assigns, shall have no right of ingress or egress to, from or between SR 520  
18           and the lands herein described, nor shall Grantee herein, its successors or assigns, be  
19           entitled to compensation for any loss of access, light, view and/or air occasioned by the  
20           location, construction, reconstruction, maintenance or operation of said highway.

21           EXCEPT that the Grantor will allow a Type “C” off and on approach not to exceed 20  
22           feet in width, for parks maintenance and utilities purposes, at a point on the southerly side  
23           of said highway, at Highway Engineer’s Station 64+71 and 286 feet southerly therefrom  
24           and to which off and on approach only, the grantors reserve a right of reasonable access  
25           for those purposes only.

26           RESERVING unto the Grantor an easement for transfer to Seattle City Light, over, upon  
27           and across the following described property for the purposes of an overhead power lines:

28           Beginning at a point opposite Highway Engineer’s Station (hereinafter referred to as  
29           HES) 64+78.94 on the SR 520 line survey of SR 520, SR 5 Interchange Vicinity to  
30           Montlake Interchange Vicinity and 209.37 feet southerly therefrom; thence northeasterly  
31           to a point opposite HES 64+86.94 on said line survey and 209.46 feet southerly  
32           therefrom; thence southeasterly to a point opposite HES 64+89.39 on said line survey and  
33           243.54 feet southerly therefrom; thence southerly to a point opposite HES 64+82.06 on  
34           said line survey and 277.44 feet southerly therefrom; thence southerly to a point opposite  
35           HES 64+81.46 on said line survey and 281.24 feet southerly therefrom; thence southerly  
36           to a point opposite HES 64+80.52 on said line survey and 287.28 feet southerly  
37           therefrom; thence northwesterly to the point of beginning.

38           RESERVING unto the Grantor an easement for transfer to Seattle Information  
39           Technology, under and across the following described property for the purposes of a fiber  
40           optic cable:

1 Beginning at a point opposite Highway Engineer's Station 64+64.21 on the SR 520 line  
2 survey of SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity and  
3 262.22 feet southerly therefrom; thence northerly to a point opposite HES 64+64.81 on  
4 said line survey and 258.41 feet southerly therefrom; thence southeasterly to a point  
5 opposite HES 64+82.06 on said line survey and 277.44 feet southerly therefrom; thence  
6 southerly to a point opposite HES 64+81.46 on said line survey and 281.24 feet southerly  
7 therefrom; thence northwesterly to the point of beginning.

8 RESERVING unto the Grantor a temporary easement over, under, upon and across the  
9 herein conveyed property for the purposes of construction from March 31, 2022 through  
10 December 31, 2023.

11 The specific details concerning all of which may be found on sheet 10 of that certain plan  
12 entitled SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity, now of  
13 record and on file in the office of the Secretary of Transportation at Olympia,  
14 Washington, bearing date of approval March 2, 2017, as revised.

15 Section 4. The Superintendent, or Superintendent's designee, is further authorized, for  
16 and on behalf of the City, to execute instruments, agreements, or other documents the  
17 Superintendent reasonably determines necessary or appropriate to effect the property  
18 conveyances set out in Section 2 of this ordinance or to otherwise comply with the terms and  
19 conditions of the Settlement Agreement. In particular, the Superintendent is authorized to  
20 execute, record, and deliver instruments in the form of Exhibits E through Q of Attachment 1 as  
21 Exhibits E through Q with such revisions or amendments as the Superintendent reasonably  
22 deems necessary to comply with the terms of the Settlement Agreement and this ordinance.

23 Section 5. The Superintendent of Parks and Recreation, or Superintendent's designee, is  
24 authorized to accept from WSDOT on behalf of the City, a settlement payment in the sum of  
25 \$22,247,665 and cell tower lease revenues as a mitigation payment and partial consideration  
26 described in and consistent with the terms of the Settlement Agreement.

27 Section 6. The funds described in Section 4 of this ordinance shall be deposited into the  
28 Park Mitigation and Remediation Fund ("Fund"), which is hereby created in the City Treasury to  
29 account for monies received from the Settlement Agreement. Money in the Fund may be

1 temporarily deposited or invested in such manner as may be lawful for the investment of City  
2 money, and interest and other earnings shall be deposited in the Fund. The Fund is described as  
3 follows:

<b>Fund ID</b>	<b>Fund Name</b>
33130	Park Mitigation & Remediation

4           Section 7. Together, the acceptance of the deeds for the real property described in Section  
5 3 of this ordinance and mitigation funds constitute just compensation to the City for the impact  
6 of the SR 520 to the City.

7           Section 8. The requirements of Ordinance 118477, which adopted Initiative 42, are  
8 hereby superseded for the purposes of this ordinance.

9           Section 9. Any act consistent with the authority of this ordinance taken after its passage  
10 and prior to its effective date is ratified and confirmed.

1 Section 10. This ordinance shall take effect and be in force 30 days after its approval by  
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 13th day of December, 2022,  
5 and signed by me in open session in authentication of its passage this 13th day of  
6 December, 2022.

7   
8 \_\_\_\_\_


8 President \_\_\_\_\_ of the City Council

9  Approved /  returned unsigned /  vetoed this 15th day of December, 2022.

10   
11 \_\_\_\_\_

11 Bruce A. Harrell, Mayor

12 Filed by me this 15th day of December, 2022.

13   
14 \_\_\_\_\_

14 Elizabeth M. Adkisson, Interim City Clerk

15 (Seal)

16 Attachments:

17 Attachment 1: GCB 3464, Settlement Agreement between Washington State Department of  
18 Transportation and City of Seattle Parks and Recreation Regarding the SR 520 Portage  
19 Bay Bridge Roanoke Lid Project

20 Attachment 2: Deed Acceptance Certificate

**GCB 3464**  
**SETTLEMENT AGREEMENT**  
**BETWEEN**  
**WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND**  
**CITY OF SEATTLE PARKS AND RECREATION**  
**REGARDING THE SR 520 PORTAGE BAY BRIDGE ROANOKE LID PROJECT**

This Settlement Agreement, hereinafter referred to as “Agreement,” is entered into by and between the CITY OF SEATTLE (City), acting by and through its Department of SEATTLE PARKS AND RECREATION (SPR) and the STATE OF WASHINGTON, acting by and through its Department of Transportation (WSDOT). SPR and WSDOT are each referred to as a “Party” and are collectively referred to as the “Parties.”

**RECITALS**

- A. WSDOT requires certain property owned by SPR (the “SPR Properties”) for its SR 520, I-5 to Medina: Bridge Replacement and HOV Project (the “SR 520 Project”).
- B. State and federal law require WSDOT to provide just compensation for Properties acquired by WSDOT.
- C. WSDOT’s use of SPR parks and park facilities for a transportation purpose is also subject to Section 4(f) of the U.S. Department of Transportation Act of 1966, now codified at 49 U.S.C. § 303 and 23 U.S.C § 138, and implementing federal regulations (“Section 4(f”).
- D. The Parties have entered several interim agreements and provided commitments related to just compensation to SPR, mitigation under Section 4(f), and the use and transfer of SPR and WSDOT properties. These include: a July 19, 2011 letter of intent from WSDOT to SPR describing WSDOT’s intent to transfer the WSDOT peninsula property (“WSDOT Peninsula,” defined below) once the area is no longer needed for SR 520 Project construction purposes; a January 10, 2013 agreement, GCB 1182, *Cooperative Agreement for Implementation of Arboretum Mitigation Plan Projects as Mitigation for SR 520, I5 to Medina: Bridge Replacement and HOV Project*; and an April 5, 2021 Term Sheet.
- E. WSDOT has conducted certain appraisals (the “WSDOT Appraisals”) of both the SPR Properties and the WSDOT Peninsula, as described further herein. The Parties had different

views about the property valuations set out in the appraisals and wish to resolve those differences and address mitigation through this Agreement.

- F. The Parties both wish to resolve the property transfers and mitigation for the SR 520 Project impacts through settlement agreement rather than condemnation or other adversarial proceedings.
- G. WSDOT requires transfer of the SPR Properties by December 15, 2022 to facilitate the SR 520 Project planning and contract bidding and SPR wishes to assist WSDOT in meeting this deadline.

NOW THEREFORE, in consideration of the mutual terms, conditions, covenants and performances contained herein, including Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, and Q which are fully incorporated by reference into this Agreement, IT IS MUTUALLY AGREED AS FOLLOWS:

## **1.0 PURPOSE**

The purpose of this Agreement is to settle the just compensation to be provided to the SPR for loss of the park and open space property, to settle mitigation to the SPR under Section 4(f), to meet the commitments of GCB 1182 and to set out the terms and conditions of property transactions between WSDOT and SPR in furtherance of the SR 520 Project.

The property transfers subject to this Agreement are shown on Exhibit A, Parcel Exhibit Key Map, Exhibit B, Moshier Exhibit Key Map, and Exhibit C, Peninsula Exhibit Key Map, and outlined in Sections 3.0 and 4.0.

## **2.0 SETTLEMENT AND WAIVER**

2.1 The Parties agree on a lump sum compensation amount (“Settlement Payment”) as negotiated by the Parties and as detailed in Exhibit D, Agreement Settlement Cost Breakdown. WSDOT agrees to pay SPR a lump sum Settlement Payment of Twenty Two Million Two Hundred Forty Seven Thousand Six Hundred Sixty Five Dollars (\$22,247,665), at the time and by a payment procedure set forth in Section 5.0 herein as full and fair settlement of the real property transfers set forth herein. The Settlement Payment amount agreed by the Parties herein reflects the following values for the parcels of real property that are the subject of this Agreement:

- a.) Mitigation payment for North Entry project of Twenty Six Million Dollars (\$26,000,000), based on mutually agreed escalation of Twelve Million Five Hundred



Eighty One Thousand Nine Hundred Forty Eight Dollars (\$12,581,948) (which was previously benchmarked in GCB 1182) in 2012 dollars to 2031 dollars (the “Mitigation Payment”).

- b.) Deduction from the Mitigation Payment of Three Million Seven Hundred Fifty Two Thousand Three Hundred Thirty Five Dollars (\$3,752,335), reflecting the difference in value between the SPR Properties and WSDOT Peninsula under the WSDOT Appraisals (the “Deduct”).

2.2 The Parties agree that the value of the Mitigation Payment and the Deduct were reached as a good faith compromise from their initial negotiating positions and reflect, in part, an understanding of litigation risks and costs to each Party if no Agreement were reached.

2.3 The Mitigation Payment was calculated by the Parties based on an understanding that the SR 520 Project work and the restoration work set forth in Section 6.0 below will be completed no later than June 30, 2031 (“Project Deadline”). If the SR 520 Project work and/or the restoration work continues on the WSDOT Peninsula after the Project Deadline, including in particular, SR 520 Project work that would impact the SPR’s ability to begin or continue work on the North Entry project, WSDOT agrees to pay SPR an additional Escalation Fee of twenty-two thousand dollars (\$22,000) per week (“Escalation Fee”) until WSDOT vacates and restores the WSDOT Peninsula property as further set out in Section 6.0 of this Agreement. WSDOT and SPR agree that the Escalation Fee is the appropriate measure of just compensation and any required mitigation for SR 520 Project Work on the WSDOT Peninsula that extends beyond the Project Deadline.

2.4 SPR agrees that the Settlement Payment, together with the value of the real property to be transferred to SPR under Section 4.0 of this Agreement, constitutes (a) just compensation for the property rights to be transferred to WSDOT under Section 3.0 of this Agreement; and (b) full monetary mitigation for the impact of the SR 520 Project to the North Entry subject to Section 2.3 and Section 6.0. Upon SPR’s receipt in full of the Settlement Payment, receipt of the deed to the WSDOT Peninsula, and receipt of the instrument releasing WSDOT’s restrictive covenant on Montlake Playfield, SPR waives, releases and discharges claims, defenses, counterclaims, demands, damages, actions, causes of actions, or suits against WSDOT arising out of WSDOT’s impacts of the SR 520 Project on all SPR properties identified in this Agreement, including claims and defenses available under state condemnation law and Section 4(f) except as specifically limited in Section 6.0.

2.5 WSDOT agrees that the Deduct from the Settlement Payment, together with the value of SPR property rights to be transferred to WSDOT under Section 3.0 of this Agreement constitutes full and true value to WSDOT for the transfer of property rights to SPR. Upon the closing of the conveyance of the real property interests set forth in Section 3.0, WSDOT waives, releases and discharges claims, defenses, counterclaims, demands, damages, actions, causes of actions, or suits arising out of SPR impacts on the SR 520 Project, including claims and defenses related to project delays.

2.6 As part of the implementation of the North Entry project, SPR, in coordination with WSDOT and FHWA, commits to consulting with ABGC, affected tribes, DAHP, and other stakeholders, including homeowners in surrounding areas and Friends of Seattle's Olmsted Parks, to develop a landscape design, including grading and planting that will follow the Secretary of the Interior's Standards for the Treatment of Historic Properties insofar as these apply to designed landscapes.

### **3.0 CONVEYANCE OF PROPERTY AND/OR PROPERTY RIGHTS FROM SPR TO WSDOT**

#### **3.1 Bagley Viewpoint Property**

SPR will convey fee simple title via quit claim deed to WSDOT, in substantially the same form as set forth in Exhibit E, the Bagley Viewpoint Property for the construction of the new Roanoke Lid, including enhancement of the Bagley Viewpoint as shown in Exhibit A. For purposes of calculating the Deduct, the Parties agree that the value of the Bagley Viewpoint Property is Six Hundred and Thirty Seven Thousand Five Hundred Dollars (\$637,500) as set forth in Exhibit D.

#### **3.2 Montlake Playfield Property**

a.) SPR will convey fee simple title via quit claim deed to WSDOT, in substantially the same form as set forth in Exhibit F, the submerged lands portion of Montlake Playfield Property north of SR 520 for realignment of the new Portage Bay Bridge (PBB) as shown in Exhibit A. For purposes of calculating the Deduct, the Parties agree that the submerged lands portion of the Montlake Playfield Property shall be valued at Eighty Thousand Eight Hundred Forty Three Dollars (\$80,843) as set forth in Exhibit D.

b.) SPR will convey fee simple title via quit claim deed to WSDOT, in substantially the same form as set forth in Exhibit G, that portion of the Montlake Playfield Property south of SR 520 for realignment of the new eastbound off-ramp to Montlake Boulevard as

shown in Exhibit A. The value of the Montlake Playfield Property south of SR 520 is Eleven Thousand Two Hundred Eighty Seven Dollars (\$11,287) as set forth in Exhibit D.

c.) SPR will convey fee simple title via quit claim deed to WSDOT, in substantially the same format as set forth in Exhibit H, that portion of the Montlake Playfield Property that is currently within the SR 520 highway alignment pursuant to a perpetual easement as shown in Exhibit A. This conveyance will convert WSDOT's perpetual easement to fee simple ownership. For purposes of calculating the Deduct, the Parties agree that the Montlake Playfield Property that is currently with the SR 520 highway alignment pursuant to a perpetual easement shall be valued at Twenty Three Thousand Eight Hundred and Nine Dollars (\$23,809) as set forth in Exhibit D.

d.) SPR will grant a temporary easement to WSDOT, in substantially the same form as set forth in Exhibit N, on a portion of the Montlake Playfield Property to construct the Portage Bay Bridge, to construct trail connections, and for replanting of disturbed areas and as shown in Exhibit A. For purposes of calculating the Deduct, the Parties agree that the temporary easement to be conveyed under this section shall be valued at One Hundred Eighteen Thousand One Hundred Seventy Six Dollars (\$118,176) as set forth in Exhibit D.

### 3.3 SPR Greenspace Property Adjacent to Campbell/Moshier Property

SPR will convey fee simple title via quit claim deed to WSDOT, in substantially the same form as set forth in Exhibit I, the Greenspace Property abutting WSDOT's Campbell/Moshier Property as shown in Exhibit B. For purposes of calculating the Deduct, the Parties agree that the Greenspace Property shall be valued at Fifty Thousand Dollars (\$50,000) as set forth in Exhibit D.

### 3.4 Interlaken Park Property

a.) SPR will convey fee simple title via quit claim deed to WSDOT, ins substantially the same form as set forth in Exhibit J, a portion of the Interlaken Park Property for the construction of the Regional Shared Use Path and connections to local city multimodal transportation networks as shown in Exhibit A. For purposes of calculating the Deduct, the Parties agree that the Interlaken Park Property to be conveyed in fee simple shall be valued at Nine Thousand Nine Hundred Seventy Six Dollars (\$9,976) as set forth in Exhibit D.

b.) SPR will grant a temporary easement to WSDOT, in substantially the same form as set forth in Exhibit K, on a portion of the Interlaken Park Property for the construction of the Portage Bay Bridge /Regional Shared Use Path (RSUP) connection as shown in Exhibit A. For purposes of calculating the Deduct, the Parties agree that the temporary easement to be conveyed under this section shall be valued at One Thousand One Hundred Thirty Seven Dollars (\$1,137) as set forth in Exhibit D.

c.) SPR will grant a permanent subterranean easement to WSDOT, in substantially the same form as set forth in Exhibit L, under a portion of the Interlaken Park Property for soldier pile wall tiebacks as shown in Exhibit A. For purposes of calculating the Deduct, the Parties agree that the permanent subterranean easement to be conveyed under this section shall be valued at One Thousand Seven Hundred Fifty Seven Dollars (\$1,757) as set forth in Exhibit D.

### 3.5 Roanoke Park Property

SPR will grant a temporary subterranean easement to WSDOT, in substantially the same form as set forth in Exhibit M, under a portion of the Roanoke Park Property for soldier pile wall tiebacks as shown in Exhibit A. For purposes of calculating the Deduct, the Parties agree that the temporary subterranean easement to be conveyed under this section shall be valued at Fifty Eight Thousand Four Hundred Dollars (\$58,400) as set forth in Exhibit D.

## 4.0

### 4.1 Montlake Playfield Property Release of Restrictive Covenant

WSDOT will release the restrictive covenant, via quit claim deed, in substantially the same format as set forth in Exhibit O, on a portion of the Montlake Playfield Property as shown in Exhibit A. For purposes of calculating the Deduct, the Parties agree that the the release of the restrictive covenant shall be valued at Twenty Seven Thousand One Hundred Twenty Eight Dollars (\$27,128) as set forth in Exhibit D.

### 4.2 WSDOT Peninsula Property

a.) WSDOT will convey fee simple title via quit claim deed to SPR, in substantially the same form as set forth in Exhibit P, the WSDOT Peninsula, as shown in Exhibit C, reserving to WSDOT temporary easements for construction staging and riparian restoration for the duration of the SR 520 Project. For purposes of calculating the Deduct, the Parties agree

the WSDOT Peninsula Property to be conveyed subject to the temporary easements shall be valued at Four Million Six Hundred Forty Seven Thousand Forty Seven Dollars (\$4,647,047) as set forth in Exhibit D.

b.) WSDOT has entered a Ground Lease for Wireless Communication Facilities on a portion of the WSDOT Peninsula Property, WSDOT ICN 1-17-15585; Lease No. WF-1-13909 (“Cell Tower Lease”). Prior to recording of the deed to the WSDOT Peninsula Property, WSDOT will (1) notify the Tenant under the Cell Tower Lease in writing that the WSDOT Peninsula Property will be conveyed to SPR and that, as a result, SPR will become the landlord under the Cell Tower Lease effective as of the date of recording of the deed, and (2) notify the Tenant under the Cell Tower Lease in writing that the Cell Tower Lease will be terminated effective January 1, 2031, pursuant to Section 9.1.7 of the Cell Tower Lease. Following the assignment of the landlord’s interest in the Cell Tower Lease to SPR as a result of the conveyance of the WSDOT Peninsula Property to SPR, WSDOT will retain the obligation to consult with the Tenant under the Cell Tower Lease regarding suitable alternative state-owned sites for the Tenant’s Communication Facilities pursuant to Section 8 of the Cell Tower Lease.

#### 4.3 Campbell/Moshier Property

WSDOT will convey fee simple title via quit claim deed to SPR, in substantially the same form as set forth in Exhibit Q, the Campbell/Moshier Property as shown in Exhibit B, subject to reserved easements for WSDOT construction purposes, and to be transferred to Seattle Public Utilities and Seattle City Light. For purposes of calculating the Deduct, the Parties agree that the Campbell/Moshier Property subject to the reserved easements shall be valued at Seventy One Thousand Forty Five Dollars (\$71,045) as set forth in Exhibit D.

### **5.0 RECORDING AND PAYMENT PROCEDURES**

WSDOT will record all conveyance documents referenced in this Agreement after the terms of this Agreement are approved by the Seattle City Council and all documents are executed. Upon the earlier of WSDOT recording the conveyance documents or within sixty (60) days after SPR delivers the executed conveyance documents to WSDOT, WSDOT shall make the lump sum payment of Twenty Two Million Two Hundred Forty Seven Thousand Six Hundred Sixty Five (\$22,247,665) to SPR by state warrant.

## **6.0 PROJECT CONCLUSION AND CLEANUP – RESERVATION OF RIGHTS BY SPR**

- 6.1 As set forth herein, WSDOT will temporarily use the WSDOT Peninsula and certain other SPR properties under the jurisdiction of SPR. Notwithstanding the Settlement Payment, WSDOT will retain full responsibility to use the property consistent with reasonable construction and project management standards and restore each such property to the condition in which it existed prior to the start of SR 520 Project work, and the temporary construction easement or other property use agreements shall include such commitment by WSDOT. This WSDOT responsibility will apply to both surface and subsurface conditions (with the exception of tiebacks noted at Section 3.4 c. and Section 3.5) and will include the removal of all highway-related structures and associated landforms, imported aggregate materials, and/or native soils compacted by construction activities to minimum depth of 12” below existing grades, and their replacement with approved topsoil. WSDOT acknowledges and agrees that the settlement and waiver of claims by SPR set out in Section 2.0 does not apply to WSDOT’s restoration and cleanup obligations. In the event that SPR suffers damages or incurs any liability based on WSDOT’s temporary use of SPR property, SPR reserves and retains full right to pursue any and all available remedies against WSDOT.
- 6.2 WSDOT further acknowledges and agrees that the settlement and waiver of claims set out in Section 2.0 does not apply to or otherwise limit WSDOT’s obligation to pay the Escalation Fee if WSDOT continues to occupy or use the WSDOT Peninsula, and/or has not completed restoration in the required condition after the Project Deadline. SPR and WSDOT agree that the nature of impacts for such use beyond the Project Deadline are difficult to ascertain and that the Escalation Fee is the Parties’ best estimate of those impacts. SPR and WSDOT therefore agree that the Escalation Fee shall be the measure of impact to SPR for SPR’s loss of its ability to begin or continue work on the North Entry project after the Project Deadline and shall automatically be payable by WSDOT to SPR.
- 6.3 As part of this Agreement, SPR agrees that the North Entry project and parklands developed on the WSDOT Peninsula Property are being developed jointly with the transportation use of the SR 520 corridor and the temporary construction easement reserved in this Agreement. As such, the continued use of that land to support construction of SR 520 does not constitute use of a Section 4(f) property separate from the general project use and no additional mitigation shall be required for such use.

## **7.0 AMENDMENT**

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

## **8.0 TERM AND TERMINATION**

8.1 This Agreement shall begin upon execution by both Parties and shall remain in effect until all terms of this Agreement and payments are fully completed and all obligations have been fully met.

8.2 Neither WSDOT nor SPR may terminate this Agreement without the concurrence of the other Party. Termination, if mutually agreed upon, will be in writing and signed by persons authorized to bind each of the Parties. If the Agreement is terminated prior to the fulfillment of all of its terms, each Party agrees to perform its obligations under the Agreement up to the date of termination, and neither Party waives any of its rights or remedies under this Agreement for terms that survive the termination of this Agreement.

## **9.0 SEVERABILITY**

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

## **10.0 WAIVER**

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the Parties.

## **11.0 GOVERNING LAW AND VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.



## **12.0 NO ASSIGNMENT; NO THIRD PARTY BENEFICIARIES**

This Agreement is intended for the benefit of the Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person. The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either Party in whole or in part, without the express prior written consent of the other Party, which consent shall not be unreasonably withheld.

## **13.0 ASSURANCES**

The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

## **14.0 DISPUTES**

14.1 In the event a dispute arises under this Agreement, the Parties shall work in good faith and collaboratively to resolve the dispute promptly and at lowest organizational level.

14.2 If a dispute cannot be resolved promptly, the disputing Party shall notify the other Party in writing of the issue the disputing Party believes needs resolution. The Parties shall meet and attempt to resolve the dispute within seven (7) calendar days after receiving written notice. In the event the Parties cannot resolve the dispute, WSDOT's SR 520 Program Administrator or designee and SPR's Superintendent or designee, shall meet within seven (7) calendar days after receiving notice and engage in good faith negotiations to resolve the dispute.

14.3 In the event a dispute cannot be resolved by Directors of the Parties, the Parties agree to enter into non-binding mediation facilitated by a mutually agreed upon mediator before exercising any other legal remedy. Each Party shall be responsible for its own fees and costs, including attorneys' fees. The Parties agree to equally share in cost of mediator, meeting facilities, and all other direct expenses associated with mediation. If the Parties are unable to resolve the dispute within ninety (90) calendar days through mediation, either Party may declare that the Dispute process has been exhausted, and seek relief in court. Each Party shall be responsible for its own fees and costs, including court and attorneys' fees.

## 15.0 NOTICES AND DESIGNATED REPRESENTATIVES

Any notice required or permitted to be given pursuant to this Agreement will be in writing and will be sent by electronic mail (e-mail) or postage prepaid by U.S. Mail to the designated representatives for each Party as follows:

For WSDOT:

Dawn Yankauskas, Deputy Program Administrator  
SR 520 and AWV Program  
Washington State Dept. of Transportation  
999 3rd Avenue, Suite 2200  
Seattle, WA 98104  
[YankaDR@wsdot.wa.gov](mailto:YankaDR@wsdot.wa.gov)

For SPR:

Christopher Williams, Acting Superintendent  
Seattle Parks and Recreation  
100 Dexter Ave. N.  
Seattle, WA 98109  
[Christopher.williams@seattle.gov](mailto:Christopher.williams@seattle.gov)

## 16.0 COUNTERPARTS

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

## 17.0 AUTHORITY TO EXECUTE

Both Parties and their representatives executing this Agreement represent and warrant that they are authorized to execute this Agreement, on their own behalf and on behalf of their respective party.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Parties' date last signed below.

**WASHINGTON STATE DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Omar Jepperson, P.E., DBIA  
Program Administrator  
AWV and SR 520 Program

Date: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
Mark Schumock  
Assistant Attorney General

Date: \_\_\_\_\_

**SEATTLE PARKS AND RECREATION**

\_\_\_\_\_  
Christopher Williams  
Acting Superintendent

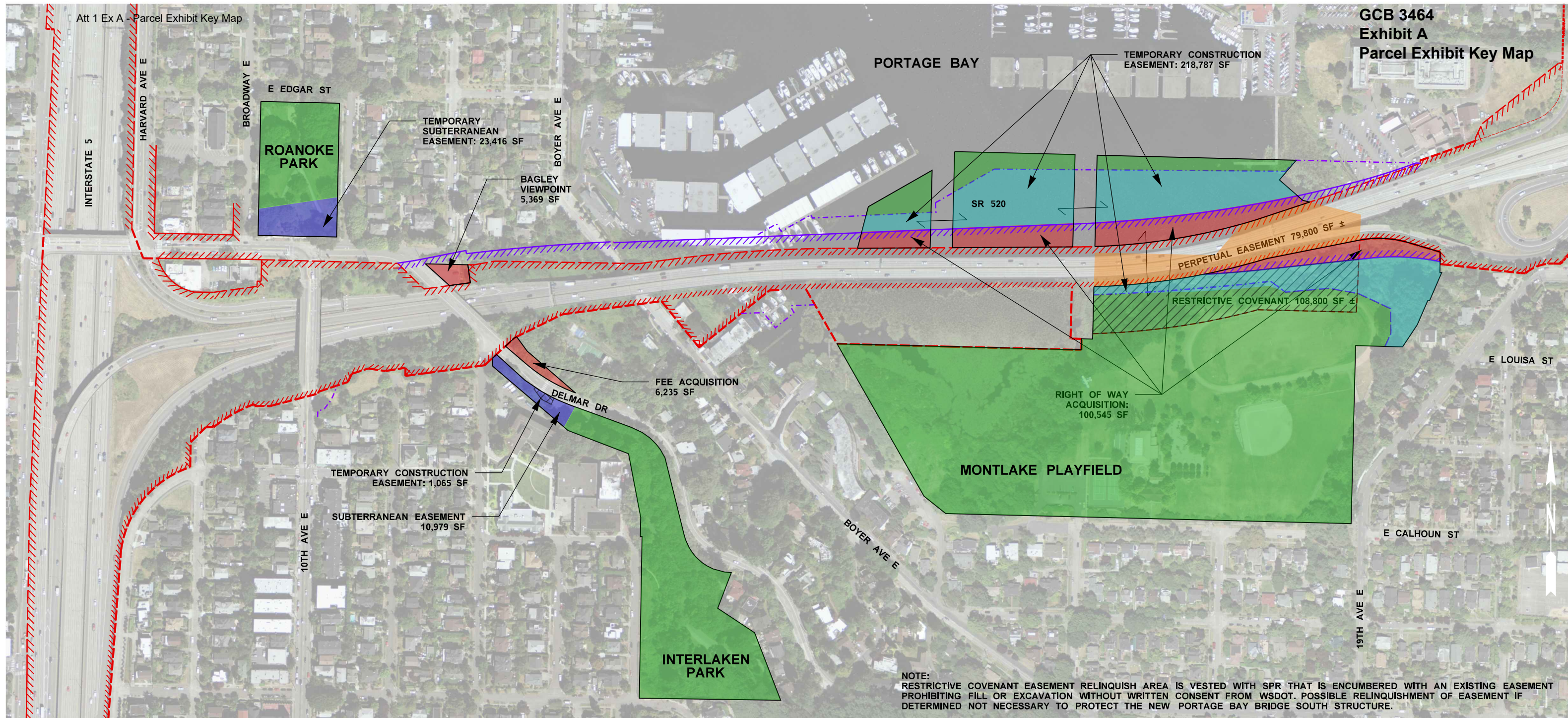
Date: \_\_\_\_\_

**EXHIBITS**

- Exhibit A: Parcel Exhibit Key Map
- Exhibit B: Moshier Exhibit Key Map
- Exhibit C: Peninsula Exhibit Key Map
- Exhibit D: Settlement Agreement Cost Breakdown
- Exhibit E: Quit Claim Deed, Bagley Viewpoint Property
- Exhibit F: Quit Claim Deed, Montlake Playfield
- Exhibit G: Quit Claim Deed, Montlake Playfield
- Exhibit H: Quit Claim Deed, Montlake Playfield

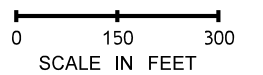
- Exhibit I: Quit Claim Deed, SPR Greenspace adjacent to Campbell Moshier property
- Exhibit J: Quit Claim Deed, Interlaken Park
- Exhibit K: Temporary Easement, Interlaken Park
- Exhibit L: Permanent Subterranean Easement, Interlaken Park
- Exhibit M: Temporary Subterranean Easement, Roanoke Park
- Exhibit N: Temporary Easement, Montlake Playfield
- Exhibit O: Quit Claim Deed, Montlake Playfield Restrictive Covenant Release
- Exhibit P: Quit Claim Deed, WSDOT Peninsula Property
- Exhibit Q: Quit Claim Deed, Campbell Moshier Property





NOTE: RESTRICTIVE COVENANT EASEMENT RELINQUISH AREA IS VESTED WITH SPR THAT IS ENCUMBERED WITH AN EXISTING EASEMENT PROHIBITING FILL OR EXCAVATION WITHOUT WRITTEN CONSENT FROM WSDOT. POSSIBLE RELINQUISHMENT OF EASEMENT IF DETERMINED NOT NECESSARY TO PROTECT THE NEW PORTAGE BAY BRIDGE SOUTH STRUCTURE.

LEGEND	
	EXISTING WSDOT RIGHT-OF-WAY
	PROPOSED WSDOT RIGHT-OF-WAY
	LIMITS OF CONSTRUCTION
	REMAINING PARCEL AREA UNAFFECTED
	RESTRICTIVE COVENANT EASEMENT RELINQUISH AREA
	PERPETUAL EASEMENT CONVERSION TO FEE
	RIGHT OF WAY ACQUISITION
	POTENTIAL SURPLUS RIGHT-OF-WAY (AQUATIC)
	SUBTERRANEAN EASEMENT
	TEMPORARY CONSTRUCTION EASEMENT
	TEMPORARY CONSTRUCTION EASEMENT



## PARCEL EXHIBIT KEY MAP CITY OF SEATTLE PARKS DEPT. PROPERTY INTERESTS



# Appraisal Exhibit

PREPARED ON: 11-02-21

GCB 3464  
Exhibit B  
Moshier Exhibit Key Map

**LEGEND**

WSDOT RIGHT-OF-WAY

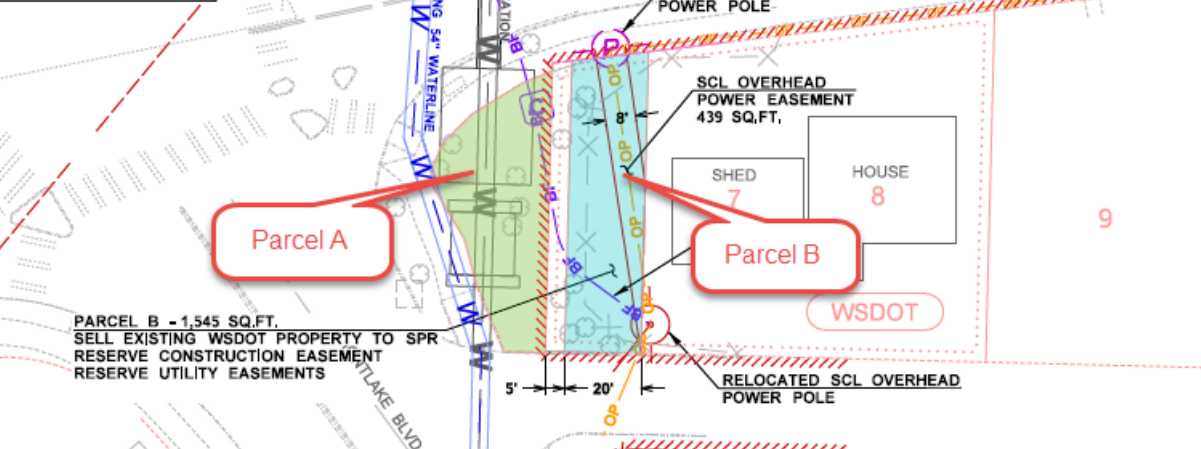
WSDOT LIMITED ACCESS

CITY OF SEATTLE RIGHT-OF-WAY

PROPERTY OWNERSHIP

PROPERTY LINES

SIDOT - Seattle Department of Transportation  
SPR - Seattle Parks and Recreation  
SCL - Seattle City Light  
SIT - Seattle Information and Technology

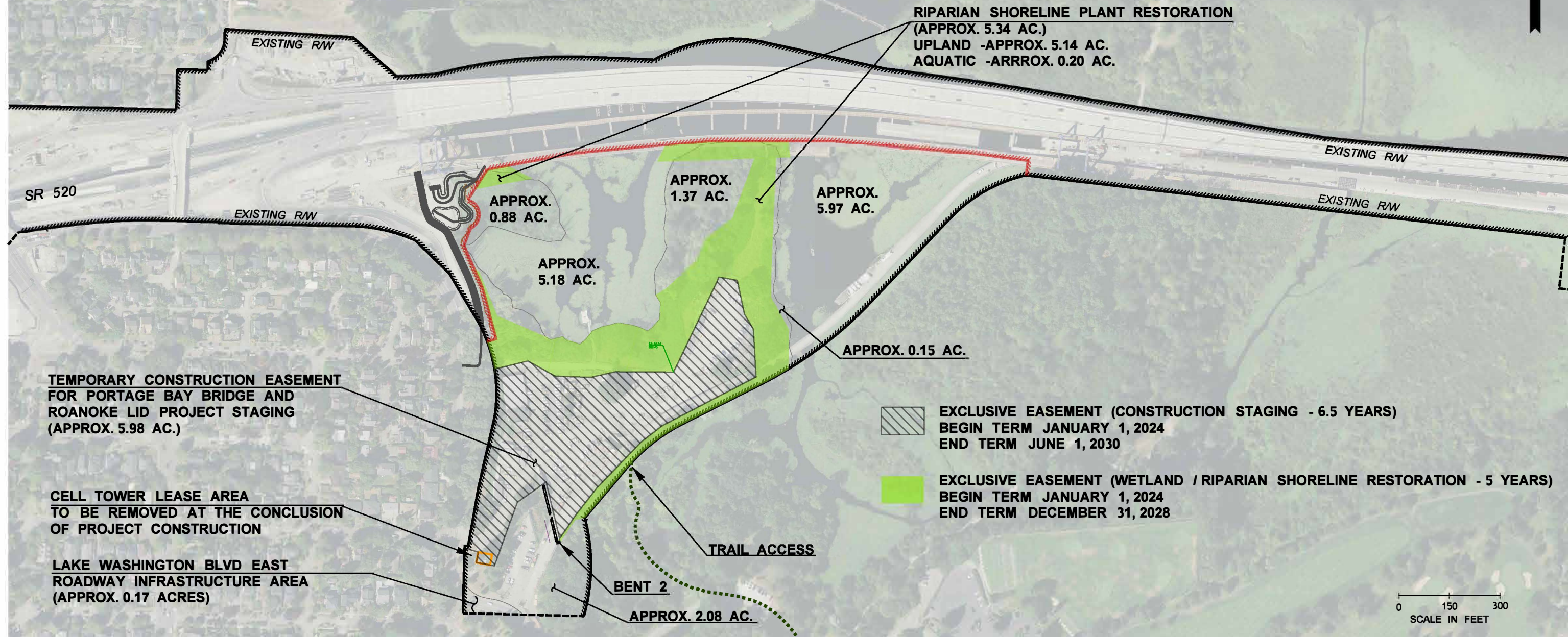


**PARCEL B - 1,545 SQ.FT.**  
 SELL EXISTING WSDOT PROPERTY TO SPR  
 RESERVE CONSTRUCTION EASEMENT  
 RESERVE UTILITY EASEMENTS

**NOTES:**  
 1. SIT RESERVED BURIED FIBER EASEMENT \* 3 FT. WIDTH.  
 2. RESERVED CE FOR CONSTRUCTION MARCH 31, 2022 THRU DECEMBER 31, 2023.







POTENTIAL WSDOT SURPLUS RW	*27.12 AC.*	15.77 AC.	11.35 AC.
	TOTAL AREA	Upland	Aquatic
*TOTAL AREA INCLUDES LAKE WASH. BLVD E AREA.*			

**OWNERSHIPS**

ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED.

**DRAFT**  
FOR INTERNAL DISCUSSION ONLY

FILE NAME	c:\aawork\pw_work\sr520\wdsdot_turckjld0259875\WSDOT_Peninsula_Exhibit_20220908_Term02.dgn			REGION NO.	STATE	FED.AID PROJ.NO.	Washington State Department of Transportation	SR 520 BRIDGE REPLACEMENT AND HOV PROJECT I-5 TO MEDINA	PLAN REF NO
TIME	2:04:56 PM			10	WASH				
DATE	9/8/2022			JOB NUMBER					
PLOTTED BY	turckj			CONTRACT NO.					
DESIGNED BY	R. PASHA			LOCATION NO.					
ENTERED BY	R. PASHA								
CHECKED BY	G. GURULE								
PROJ. ENGR.	D. DUNJIC								
REGIONAL ADM.	REVISION	DATE	BY					WSDOT PENINSULA	SHEET OF SHEETS



APPRAISAL PARCELS	PARCEL AREA (SF or AC)	PARTY RESPONSIBLE FOR COST		APPRAISAL VALUE
<b>BAGLEY VIEWPOINT</b>				
Fee Acquisition	5,369	WSDOT		\$637,500
			<b>SUBTOTAL</b>	<b>\$637,500</b>
<b>ROANOKE PARK</b>				
Temporary Easement Acquisition (subterranean easement)	23,416	WSDOT		\$58,400
			<b>SUBTOTAL</b>	<b>\$58,400</b>
<b>MONTLAKE PLAYFIELD</b>				
Fee Acquisition	80,843	WSDOT		\$80,843
Fee Acquisition encumbered by restrictive covenant	15,049	WSDOT		\$11,287
Fee Simple Conversion of Perpetual Easement	79,362	WSDOT		\$23,809
Release of Restrictive Covenant	108,510	SPR		\$27,128
TCEs		WSDOT		\$118,176
			<b>SUBTOTAL</b>	<b>\$206,987</b>
<b>MOSHIER PROPERTY</b>				
Parcel A - Greenscape Acquisition from SPR	1,492	WSDOT		\$50,000
Parcel B - WSDOT Surplus to SPR	1,545	SPR		\$71,045
			<b>SUBTOTAL</b>	<b>-\$21,045</b>
<b>INTERLAKEN PARK</b>				
Fee Acquisition	6,235	WSDOT		\$9,976
Temporary Easement Acquisition (construction easement)	1,066	WSDOT		\$1,137
Permanent Easement Acquisition (subterranean easement)	10,979	WSDOT		\$1,757
			<b>SUBTOTAL</b>	<b>\$12,870</b>
<b>WSDOT PENINSULA</b>				
Value of Surplus Property	27.12 acres	SPR		\$8,100,000
TCE 1 - Term 1 Easement 3/31/22 - 12/31/23	26.76 acres*	WSDOT		\$1,012,272
TCE 2A - Term 2A Easement 1/1/24 - 06/01/30	5.98 acres*	WSDOT		\$2,387,790
TCE 2B - Term 2B Easement 1/1/24 - 12/31/28	5.34 acres*	WSDOT		\$52,891
			<b>SUBTOTAL</b>	<b>\$4,647,047</b>
		WSDOT	<b>OWED TO SPR</b>	<b>\$4,445,838</b>
		SPR	<b>OWED TO WSDOT</b>	<b>\$8,198,173</b>
Cell Tower Lease Transfer to SPR (2023-2031) - \$472,632		SPR	<b>Lease transfer credit</b>	<b>\$0</b>
<b>SPR OWED TO WSDOT (property)</b>			<b>COST DELTA</b>	<b>\$3,752,335</b>
<b>ADDITIONAL CONSIDERATIONS</b>				
Arboretum North Entry Project 2031 (includes phase 2A & 2B)		WSDOT		\$26,000,000
North Entry Deductions from grant, scope revisions and VE		SPR		\$0
			<b>SUBTOTAL</b>	<b>\$26,000,000</b>
<b>ESTIMATED OVERALL AGREEMENT BOTTOM LINE (WSDOT OWED TO SPR)</b>		WSDOT	<b>AGREEMENT AMOUNT</b>	<b>\$22,247,665</b>

\*this acreage is part of the total Peninsula site acreage - 27.12 acres



After recording return document to:

## EXHIBIT E

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

**Document Title: Quitclaim Deed**

**Reference Number of Related Document:**

**Grantor(s): City of Seattle, Department of Parks and Recreation**

**Grantee(s): State of Washington, Department of Transportation**

**Legal Description: Ptns of Lts 1, 2, 3, 39, & 40, B 2, Davis Add, Vol 6, p 75**

**Additional Legal Description is on Page 1 of Document.**

**Assessor's Tax Parcel Number: None assigned**

### QUITCLAIM DEED

State Route 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity.

The Grantor, **City of Seattle, Department of Parks and Recreation**, a municipal corporation, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, convey(s) and quitclaim(s) to the **State of Washington, acting by and through its Department of Transportation**, Grantee, the following described real property, and any after acquired interest therein, situated in King County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

That portion of Lots 1, 2, 3, 39 and 40, Block 2, Davis Addition to Seattle, according to the plat thereof recorded in Volume 6 of Plats, page 75, in King County, Washington, lying northeasterly of the northeasterly boundary of Delmar Drive East and Southerly of the southerly boundary of Roanoke Street;

EXCEPT that portion conveyed to the State of Washington by deed recorded under Recording

FA No. N/A  
Project No. U52001P  
Parcel No. 1-24912

**QUITCLAIM DEED**

No. 5774314.

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: \_\_\_\_\_, \_\_\_\_\_

CITY OF SEATTLE  
Department of Parks and Recreation

By: \_\_\_\_\_  
Name  
Title

Accepted and Approved

STATE OF WASHINGTON  
Department of Transportation

By: \_\_\_\_\_  
Dawn Yankauskas, SR 520 & AWW  
Deputy Program Administrator  
Authorized Signatory

Date: \_\_\_\_\_

**QUITCLAIM DEED**

STATE OF WASHINGTON )  
 )ss  
County of King )

On this \_\_\_\_ day of \_\_\_\_\_, 201\_, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_, for the City of Seattle, acting by and through its Department of Parks and Recreation, and that \_\_\_ 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 \_\_\_ 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 \_\_\_\_\_

After recording return document to:

**EXHIBIT F**

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

**Document Title: Quitclaim Deed**

**Reference Number of Related Document:**

**Grantor(s): City of Seattle, Department of Parks and Recreation**

**Grantee(s): State of Washington, Department of Transportation**

**Legal Description: Ptns Blks 1, 2A, 6A, & 9A, Lk Union Shore Lands**

**Additional Legal Description is on Pages 4-6 of Document.**

**Assessor's Tax Parcel Number: Ptn 678820228008**

**QUITCLAIM DEED**

State Route 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity.

The Grantor, **City of Seattle, Department of Parks and Recreation**, a municipal corporation, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, convey(s) and quitclaim(s) to the **State of Washington, acting by and through its Department of Transportation**, Grantee, the following described real property, and any after acquired interest therein, 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 and additional conditions  
See Exhibit A attached hereto and made a part hereof.

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

FA No. N/A  
Project No. U52001P  
Parcel No. 1-22191

**QUITCLAIM DEED**

through its Department of Transportation, by its authorized agent.

Dated: \_\_\_\_\_, \_\_\_\_\_

CITY OF SEATTLE  
Department of Parks and Recreation

By: \_\_\_\_\_  
Name  
Title

Accepted and Approved

STATE OF WASHINGTON  
Department of Transportation

By: \_\_\_\_\_  
Dawn Yankauskas, SR 520 & AWW  
Deputy Program Administrator  
Authorized Signatory

Date: \_\_\_\_\_

**QUITCLAIM DEED**

STATE OF WASHINGTON )  
  )ss  
County of King                  )

On this \_\_\_\_ day of \_\_\_\_\_, 201\_, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_, for the City of Seattle, acting by and through its Department of Parks and Recreation, and that \_\_\_ 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 \_\_\_ 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 \_\_\_\_\_

## QUITCLAIM DEED

### EXHIBIT A

That portion of the hereinafter described Tract "X" lying within the following described Parcels 1, 2, and 3:

Parcel 1:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 40+20± on the SR 520 line survey of SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity and 13.95 feet northerly therefrom, said point also being on the westerly line of Lot 4, Block 9A, Second Supplemental Maps of Lake Union Shore Lands according to the official maps thereof on file in the Office of the Commissioner of Public Lands in Olympia, Washington.; thence northerly, along said westerly line, to a point opposite said HES and 15.69 feet northerly therefrom; thence northeasterly, along said westerly line, to a point opposite HES 40+34± on said line survey and 60 feet northerly therefrom; thence southerly, parallel with said line survey, to a point opposite HES 42+40± thereon, said point being on the easterly line of said Lot 4, thence southerly, along said easterly line, to a point opposite HES 42+37± and 6.48 feet northerly therefrom; thence westerly to the point of beginning,

Parcel 2:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 43+03± on the SR 520 line survey of SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity and 4.21 feet northerly therefrom, said point also being on the westerly line of Lot 1, Block 6A, Second Supplemental Maps of Lake Union Shore Lands according to the official maps thereof on file in the Office of the Commissioner of Public Lands in Olympia, Washington; thence northerly, along said westerly line, to a point opposite HES 43+06± and 60 feet northerly therefrom; thence easterly, parallel to said line survey, to a point opposite HES 46+67± thereon, said point also being on the easterly line of Lot 2, said Block 6A; thence southerly, along said easterly line of Lot 2, to a point opposite HES 46+63± on said line survey and 8.17 feet southerly therefrom; thence northwest to HES 44+25; thence northwesterly to the point of beginning.

Parcel 3:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 47+29± on the SR 520 line survey and 10.24 southerly therefrom, said point also being on the westerly line of Block 2A, Second Supplemental Maps of Lake Union Shore Lands according to the official maps thereof on file in the Office of the Commissioner of Public Lands in

## **QUITCLAIM DEED**

Olympia, Washington; thence northerly, along said westerly line, to a point opposite HES 47+34± on said line survey and 60 feet northerly therefrom; thence northeasterly, along a curve to the left, to a point opposite HES 53+54 on said line survey and 60 feet northerly therefrom; thence southeasterly to a point opposite HES 53+66 on said line survey and 43.67 feet northerly therefrom; thence southeasterly to a point opposite HES 43+86 on said line survey and 34.21 feet northerly; thence southwesterly to a point opposite HES 52+12.34 on said line survey and 13.00 feet northerly therefrom; thence southwesterly, along a curve to the right having a radius of 1,850.10 feet, to the point of beginning.

ALSO, the Grantor herein conveys and grants to the Grantee all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity and the remainder of said Tract X. It is expressly intended that these easements, covenants, burdens and restrictions shall run with the land and shall forever bind the Grantors, their successors and assigns.

EXCEPT that movement of waterborne traffic only will be permitted under the highway structure as height restrictions allow.

### TRACT X:

#### Parcel A:

Lot 4, Block 9-A, Lots 1 and 2, Block 6-A and Block 2-A, Second Supplemental Maps of Lake Union Shore Lands according to the official maps thereof on file in the Office of the Commissioner of Public Lands in Olympia, Washington.

#### Parcel B:

Lot 1, Block 1, Lake Union Shore Lands, according to the official maps thereof on file in the Office of the Commissioner of Public Lands in Olympia, Washington and Lot 2, Block 1, lying Southerly of a line drawn from a point on the Easterly line of Lot 15, Block 41, Pike's Second Addition to Union City 60 feet North of the Southeast corner thereof to the Northwest corner of Lot 2, Block 1, Lake Union Shore Lands;

AND that portion of Lots 2, 3 and 4, Block 1, lying on the Northerly side of said "Division Line" and on the Southwesterly side of a line drawn from the point of intersection of the North line of said Lot 16, of Pike's Second Addition to Union City according to the plat recorded in Volume 1 of Plats, Page 65a, with the meander line to the point of intersection of the West line of Lot 3, of said Lake Union Shore Lands with the pierhead line of the official Plat of Lake Union Shore Lands. according to the official maps thereof on file in the Office of the Commissioner of Public Lands in Olympia, Washington.



## **QUITCLAIM DEED**

The lands herein described contain an area of 80,843 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 Interchange Vicinity to Montlake Interchange Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval March 2, 2017, as revised

DRAFT

After recording return document to:

**EXHIBIT G**

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

**Document Title: Quitclaim Deed**

**Reference Number of Related Document:**

**Grantor(s): City of Seattle, Department of Parks and Recreation**

**Grantee(s): State of Washington, Department of Transportation**

**Legal Description: Ptns Blks 3, 4, 5, 6, 7, & 8, Lk Union Shorelands; Blks 41, 42, 43, 48, 50, 51, and 52, Pike's 2<sup>nd</sup> Add., V1, P65a; and Blk 10, Plan of Union City, V1, p39**

**Additional Legal Description is on Pages 4-6 of Document.**

**Assessor's Tax Parcel Number: Ptn 678820228008**

**QUITCLAIM DEED**

State Route 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity.

The Grantor, **City of Seattle, Department of Parks and Recreation**, a municipal corporation, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, convey(s) and quitclaim(s) to the **State of Washington, acting by and through its Department of Transportation**, Grantee, the following described real property, and any after acquired interest therein, 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 and additional conditions  
See Exhibit A attached hereto and made a part hereof.

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

FA No. N/A  
Project No. U52001P  
Parcel No. 1-22191

**QUITCLAIM DEED**

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 OF SEATTLE  
Department of Parks and Recreation

By: \_\_\_\_\_  
Name  
Title

Accepted and Approved

STATE OF WASHINGTON  
Department of Transportation

By: \_\_\_\_\_  
Dawn Yankauskas, SR 520 & AWV  
Deputy Program Administrator  
Authorized Signatory

Date: \_\_\_\_\_

**QUITCLAIM DEED**

STATE OF WASHINGTON )  
 )ss  
County of King )

On this \_\_\_\_ day of \_\_\_\_\_, 201\_, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_, for the City of Seattle, acting by and through its Department of Parks and Recreation, and that \_\_\_ 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 \_\_\_ 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 \_\_\_\_\_

## QUITCLAIM DEED

### 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 referred to as HES) 50+37.76 on the SR 520 line survey of SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity and 123.56 feet southerly therefrom; thence northeasterly, along a curve to the left, having a radius of 3.131 feet a distance of 174.34 feet, to a point opposite HES 52+06.16 on said line survey and 136.47 feet southerly therefrom; thence northeasterly to a point opposite HES 54+84± on said line survey and 165.95 feet southerly therefrom; said point also being on the easterly line of Lot 18, Block 41, Pike's Second Addition to Union City, according to the plat thereof recorded in Volume 1 of Plats, Page 65a, in King County, Washington; thence northeasterly, to a point opposite HES 55+20.71 on said line survey and 171.38 feet southerly therefrom; thence easterly, along a curve to the right, having a radius of 657.50 feet a distance of 208.83 feet, to a point opposite HES 56+98.65 on said line survey and 242.13 feet southerly therefrom; thence northerly to a point opposite HES 57+08.34 on said line survey and 214.95 feet southerly therefrom; thence northwesterly to a point opposite HES 56+34.23 on said line survey and 158.42 feet southerly therefrom; thence northwesterly, along a curve to the left, having a radius of 317.81 feet a distance of 147.78 feet, to a point opposite HES 55+03.64 on said line survey and 110.92 feet southerly therefrom; thence southwesterly to a point opposite HES 54+99± on said line survey and 110.67 feet southerly therefrom, said point also being on the easterly line of said Lot 18; thence southwesterly to a point opposite HES 52+26.20 on said line survey and 106.18 feet southerly therefrom; thence southwesterly to the point of beginning.

ALSO, the Grantor herein conveys and grants to the Grantee all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity and the remainder of said Tract X. It is expressly intended that these easements, covenants, burdens and restrictions shall run with the land and shall forever bind the Grantors, their successors and assigns.

EXCEPT that the movement of waterborne traffic only will be permitted under the highway structure as height restrictions allow.

## QUITCLAIM DEED

### TRACT X:

#### Parcel A:

Blocks 3, 4, 5, 7 and 8, Lake Union Shore Lands, according to the official maps thereof on file in the Office of the Commissioner of Public Lands in Olympia, Washington; TOGETHER with those portions of vacated East Louisa Street, vacated East Miller Street, vacated 15th Avenue and vacated 16th Avenue as vacated by City of Seattle Ordinances Nos. 64292, 96678, 105229, as recorded under Recording Nos. 7601070381 and 105230 and as recorded under Recording No. 7601070380.

#### Parcel B:

Blocks 41, 42, 43, 48, 49, 50, 51 and 52, Pike's Second Addition to Union City, according to the plat thereof recorded in Volume 1 of Plats, Page 65a, in King County, Washington; TOGETHER with those portions of vacated East Louisa Street, vacated East Miller Street, vacated 16th Avenue East and vacated 18th Avenue East as vacated by City of Seattle Ordinance Nos. 64292, 96678, 105229, as recorded under Recording No. 7601070379, and by Ordinance No. 105230, as recorded under Recording No. 7601070380.

#### Parcel C:

The West one-half of Block 10, Plan of Union City as recorded in Volume 1 of Plats, Page 39, records of King County, Washington; EXCEPT the South 225 feet thereof; AND EXCEPT that portion conveyed to the State of Washington by Deed recorded under Recording No. 5290014; TOGETHER WITH the portion of vacated 19th Street as vacated by City of Seattle Ordinance No. 105230, recorded under Recording No. 7601070380.

#### Parcel D:

That portion of the North 85 feet of the South 225 feet of the West one-half of Block 10, Plan of Union City, as recorded in Volume 1 of Plats, Page 39, records of King County, Washington, lying Westerly of a line 5 feet Easterly of and parallel with the following described line:

Beginning at a point on the South line of said North 85 feet distant 33.74 feet West of its intersection with the East line of said West one-half; thence North 23°21'26" East a distance of 90.37 feet to a point on the East line of said West one-half distant 1.17 feet South of the Northeast corner thereof;

TOGETHER WITH the portion of vacated 19th Street as vacated by City of Seattle Ordinance No. 105230, recorded under Recording No. 7601070380.

## QUITCLAIM DEED

### Parcel E:

That portion of the North 70 feet of the South 140 feet of the West one-half of Block 10, Plan of Union City, according to the plat thereof recorded in Volume 1 of Plats, Page 39, in King County, Washington, lying Westerly of a line distant 5 feet Easterly of and parallel with the following described line:

Beginning at a point on the South line of said North 70 feet distant 118.09 feet East of its intersection with the East line of 19th Avenue East; thence North  $23^{\circ}21'26''$  East a distance of 75.46 feet to a point on the North line of said North 70 feet distant 33.74 feet West of its intersection with the East line of said West one-half of said Block 10;  
TOGETHER WITH the portion of vacated 19th Street as vacated by City of Seattle Ordinance No. 105230, recorded under Recording No. 7601070380.

### Parcel F:

That portion of the South 70 feet of the West one-half of Block 10, Plan of Union City, according to plat thereof as recorded in Volume 1 of Plats, Page 39, records of King County, Washington, lying Westerly of a line distant 5 feet Westerly of and parallel with the following described line:

Beginning at a point on the North line of East Louisa Street distant 74.51 feet East of its intersection with the East line of 19th Avenue East; thence North  $33^{\circ}45'00''$  East a distance of 79.29 feet; thence North  $23^{\circ}21'26''$  East a distance of 3.23 feet to a point on the North line of said South 70 feet, distant 118.09 feet East of its intersection with the East line of 19th Avenue East;  
TOGETHER WITH that portion of vacated 19th Street as vacated by City of Seattle Ordinance No. 105230, recorded under Recording No. 7601070380.

The lands herein described contain an area of 15,059 square feet, more or less, the specific details concerning all of which are to be found on sheets 8 and 10 of that certain plan entitled SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval March 2, 2017, as revised

After recording return document to:

**EXHIBIT H**

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

**Document Title: Quitclaim Deed**  
**Reference Number of Related Document: 5370684**  
**Grantor(s): City of Seattle, Department of Parks and Recreation**  
**Grantee(s): State of Washington, Department of Transportation**  
**Legal Description: Ptns Lts 1-3, B1, Lts 1-6 B2, Lk Union Shorelands and Lts 13-18, B41, Pike's 2<sup>nd</sup> Add to Union City, Vol 1, pg 65A**  
**Additional Legal Description is on Pages 4 and 5 of Document.**  
**Assessor's Tax Parcel Number: Ptn 678820228008**

**QUITCLAIM DEED**

State Route 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity.

The Grantor, **City of Seattle, Department of Parks and Recreation**, a municipal corporation, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, convey(s) and quitclaim(s) to the **State of Washington, acting by and through its Department of Transportation**, Grantee, the following described real property, and any after acquired interest therein, situated in King County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

This Quitclaim Deed supersedes those certain easements granted in paragraphs 1 through 3, inclusive as granted in that certain document dated September 28, 1961, recorded January 3, 1962, under King County Recording Number 5370684.

For legal description and additional conditions



**QUITCLAIM DEED**

See Exhibit A attached hereto and made a part hereof.

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: \_\_\_\_\_, \_\_\_\_\_

CITY OF SEATTLE  
Department of Parks and Recreation

By: \_\_\_\_\_  
Name  
Title

Accepted and Approved

STATE OF WASHINGTON  
Department of Transportation

By: \_\_\_\_\_  
Dawn Yankauskas, SR 520 & AWW  
Deputy Program Administrator  
Authorized Signatory

Date: \_\_\_\_\_

**QUITCLAIM DEED**

STATE OF WASHINGTON )  
  )ss  
County of King                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_, for the City of Seattle, acting by and through its Department of Parks and Recreation, and that \_\_\_ 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 \_\_\_ 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 \_\_\_\_\_

## QUITCLAIM DEED

### EXHIBIT A

#### Parcel 1:

That portion of Lots 1 to 6, inclusive, Block 2, Lake Union Shorelands, according to the official maps thereof on file in the Office of the Commissioner of Public Lands, in Olympia, Washington, and of vacated street adjoining lying northerly of a line with is 60 feet southerly of and concentric with the following described State of Washington baseline survey:

Beginning at the intersection of the centerline of West Montlake Place East and the centerline of Montlake Boulevard East; thence North 1°25'23" East along the last described centerline a distance of 226.14 feet to a point on said baseline survey; thence South 73°07'50" West a distance of 1015.22 feet to a point of curvature; thence southwesterly along the arc of a curve to the right having a radius of 1909.86 feet to a point in the centerline of vacated 18<sup>th</sup> Avenue East and the true point of beginning; thence continuing southwesterly along the arc of said curve to the right to the west line of said Lot 1.

#### Parcel 2:

That portion of Lots 1, 2 and 3, Block 1, Lake Union Shorelands and of vacated streets adjoining lying southerly of a line described as follows:

Beginning at the intersection of the centerline of West Montlake Place East and the centerline of Montlake Boulevard East; thence North 1°25'23" East along the last described centerline a distance of 226.14 feet to a point on the State of Washington baseline survey; thence South 73°07'50" West along said baseline survey a distance of 778.10 feet; thence North 16°52'10" West a distance of 26 feet; thence North 19°31'36" West a distance of 40 feet; thence South 71°40'48" West a distance of 235.34 feet; thence southwesterly along the arc of a curve to the right having a radius of 1849.86 feet with an initial radial bearing of North 16°52'10" West to the northwesterly line of said Lot 1.

#### Parcel 3:

That portion of Lots 13 to 18, inclusive, Block 41, Pike's 2<sup>nd</sup> Addition to Union City as recorded in Volume 1 of Plats, page 65A, records of King County, Washington, and of the vacated streets adjoining lying northerly of the following described line:

Beginning at the intersection of the centerline of Montlake Boulevard East and the centerline of West Montlake Place East; thence South 39°33'26" West along the last described centerline a distance of 215.65 feet; thence North 73°30'35" West a distance of 475.85 feet; thence South 79°47'10" West a distance of 81.19 feet; thence South 10°12'50" East a

**QUITCLAIM DEED**

distance of 25 feet; thence South  $78^{\circ}42'53''$  West a distance of 284.95 feet; thence southwesterly along the arc of a curve to the right having a radius of 1969.86 feet with an initial radial bearing of North  $16^{\circ}52'10''$  West to the centerline of vacated 18<sup>th</sup> Ave. East;

AND lying southerly of the following described line:

Beginning at the intersection of the centerline of West Montlake Place East and the centerline of Montlake Boulevard East, thence North  $1^{\circ}25'23''$  East along the last described centerline a distance of 226.14 feet to a point on the State of Washington baseline survey; thence South  $73^{\circ}07'50''$  West along said baseline survey a distance of 778.10 feet; thence North  $16^{\circ}52'10''$  West a distance of 26 feet; thence North  $19^{\circ}31'36''$  West a distance of 40 feet to the true point of beginning; thence South  $71^{\circ}40'48''$  West to the Government Meander Line;

The references to the Baseline Survey mentioned in Parcels 1, 2, and 3 hereinabove refer to data on that certain map of definite location entitled SR 520, Evergreen Point Bridge Roanoke Connection 10<sup>th</sup> Ave N to Montlake Interchange, now of record and on file in the Office of the Secretary of Transportation at Olympia, Washington, bearing date of approval January 17, 1961, revised May 16, 1961; and the center line of which is also of record in Volume "2" of Highway Plats, page 121, under Recording Number 5267112, records of King County, Washington.

The lands herein described contain an area of 79,362 square feet, more or less, the specific details concerning all of which are to be found on sheet 4 of that certain plan entitled SR 520, Roanoke Connection 10<sup>th</sup> Avenue North to Montlake Interchange, now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 17, 1961, revised June 18, 1965

After recording return document to:

## EXHIBIT I

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

**Document Title: Quitclaim Deed**

**Reference Number of Related Document:**

**Grantor(s): City of Seattle, Department of Parks and Recreation**

**Grantee(s): State of Washington, Department of Transportation**

**Legal Description: Ptn. GL4, Sec. 21, Twp. 25 N., Rge. 4 E. WM**

**Additional Legal Description is on Page 4 of Document.**

**Assessor's Tax Parcel Number: None assigned-adjacent to 8805900015**

### QUITCLAIM DEED

State Route 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity.

The Grantor, **City of Seattle, Department of Parks and Recreation**, a municipal corporation, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, convey(s) and quitclaim(s) to the **State of Washington, acting by and through its Department of Transportation**, Grantee, the following described real property, and any after acquired interest therein, 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 and additional conditions  
See Exhibit A attached hereto and made a part hereof

**QUITCLAIM DEED**

Dated: \_\_\_\_\_, \_\_\_\_\_

CITY OF SEATTLE  
Department of Parks and Recreation

By: \_\_\_\_\_  
Name  
Title

Accepted and Approved

STATE OF WASHINGTON  
Department of Transportation

By: \_\_\_\_\_  
Dawn Yankauskas, SR 520 & AWW  
Deputy Program Administrator  
Authorized Signatory

Date: \_\_\_\_\_

# QUITCLAIM DEED

STATE OF WASHINGTON )  
 )ss  
 County of King )

On this \_\_\_\_ day of \_\_\_\_\_, 201\_, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_, for the City of Seattle, acting by and through its Department of Parks and Recreation, and that \_\_\_ 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 \_\_\_ 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 \_\_\_\_\_

## QUITCLAIM DEED

### EXHIBIT A Legal Description

That portion of Government Lot 1, Section 21, Township 21 North, Range 4 East, W.M lying within the following described tract of land:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 64+55.82 on the SR 520 line survey of SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity and 283.40 feet southerly therefrom; thence southerly to a point opposite HES 64+55.75 on said line survey and 283.84 feet southerly therefrom; thence westerly to a point opposite HES 64+45.37 on said line survey and 282.08 feet southerly therefrom; thence northwesterly to a point opposite HES 64+40.81 on said line survey and 264.72 feet southerly therefrom; thence northwesterly to a point opposite HES 64+38.65 on said line survey and 251.57 feet southerly therefrom; thence northwesterly to a point opposite HES 64+32.49 on said line survey and 237.34 feet southerly therefrom; thence northerly to a point opposite HES 64+32.79 on said line survey and 232.75 feet southerly therefrom; thence northeasterly to a point opposite HES 64+36.01 on said line survey and 226.49 feet southerly therefrom; thence northeasterly to a point opposite HES 64+44.96 on said line survey and 219.69 feet southerly therefrom; thence northeasterly, to a point opposite HES 64+59.16 on said line survey and 213.53 feet southerly therefrom, thence northeasterly to a point opposite HES 64+67.14 on said line survey and 211.40 feet southerly therefrom; thence northeasterly to a point opposite HES 64+67.48 on said line survey and 209.23 feet southerly therefrom; thence southerly to the point of beginning.

The lands herein described contain an area of 1,492 square feet, more or less, the specific details concerning all of which are to be found on sheet 10 of that certain plan entitled SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval March 2, 2017, as revised



## EXHIBIT J

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**  
**Reference Number of Related Document:**  
**Grantor(s): City of Seattle, Department of Parks and Recreation**  
**Grantee(s): State of Washington, Department of Transportation**  
**Legal Description: Ptn. GL4, Sec. 20, Twp. 25 N., Rge. 4 E. WM**  
**Additional Legal Description is on Page 4-6 of Document.**  
**Assessor's Tax Parcel Number: Ptn 212504-9019-02**

### QUITCLAIM DEED

State Route 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity.

The Grantor, **City of Seattle, Department of Parks and Recreation**, a municipal corporation, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, convey(s) and quitclaim(s) to the **State of Washington, acting by and through its Department of Transportation**, Grantee, the following described real property, and any after acquired interest therein, 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 and additional conditions  
See Exhibit A attached hereto and made a part hereof

**QUITCLAIM DEED**

Dated: \_\_\_\_\_, \_\_\_\_\_

CITY OF SEATTLE  
Department of Parks and Recreation

By: \_\_\_\_\_  
Name  
Title

Accepted and Approved

STATE OF WASHINGTON  
Department of Transportation

By: \_\_\_\_\_  
Dawn Yankauskas, SR 520 & AWW  
Deputy Program Administrator  
Authorized Signatory

Date: \_\_\_\_\_

**QUITCLAIM DEED**

STATE OF WASHINGTON )  
  )ss  
County of King                                      )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_, for the City of Seattle, acting by and through its Department of Parks and Recreation, and that \_\_\_ 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 \_\_\_ 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 \_\_\_\_\_

## QUITCLAIM DEED

### EXHIBIT A Legal Description

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 referred to as HES) 29+42± on the SR 520 line survey of SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity and 224.46 feet southeasterly therefrom, said point also being on the northerly line of said Tract X; thence southeasterly to a point opposite HES 30+02 on said line survey and 284.42 feet southeasterly therefrom; thence southeasterly, along a curve to the left having a radius of 480 feet and a distance of 169.91 feet, to a point opposite HES 31+49 on said line survey and 381 feet southeasterly therefrom; thence northwesterly to a point opposite HES 30+07 on said line survey and 245.46 feet southeasterly therefrom; thence northwesterly to a point opposite HES 20+80± on said line survey and 194 feet therefrom, said point also being on the northerly line of said Tract X; thence southwesterly to a point opposite HES 29+73.39 on said line survey and 201.83 feet southeasterly therefrom; thence southwesterly to the point of beginning.

ALSO, the Grantor herein conveys and grants to the Grantee all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity and the remainder of said Tract X. It is expressly intended that these easements, covenants, burdens and restrictions shall run with the land and shall forever bind the Grantors, their successors and assigns.

EXCEPT that traffic movement will be permitted over the highway on structures located at Delmar Dr E from Highway Engineer's Station 27+18 on the SR 520 line survey of SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity to Highway Engineer's Station 27+73 on said line survey.

EXCEPT that pedestrian and bicycle traffic will be permitted access over the highway structure at Delmar Dr E from Highway Engineer's Station 27+18 on the SR 520 line survey of SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity to Highway Engineer's Station 27+73 on said line survey.

## QUITCLAIM DEED

### TRACT X:

#### PARCEL A:

That portion of Government Lot 4, Section 20, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at a point on the west line of Delmar Park, an Addition to the City of Seattle, according to the plat thereof recorded in Volume 14, page 37, in King County, Washington, distant 821.85 feet north of the south boundary of said Government Lot 4; thence northwesterly by a straight line, 174.82 feet, more or less, to a point distant 879.21 feet north and 316.36 feet east from the southwest corner of said Government Lot 4; thence northwesterly by a straight line, 241.53 feet, more or less, to a point distant 130 feet east and 1,032.84 feet north from the southwest corner of said Government Lot 4; thence northwesterly by a straight line, 165.93 feet, more or less, to a point on the east margin of 11th Avenue East (11th Avenue North), distant 30 feet east and 1,165.27 feet north from the southwest corner of said Government Lot 4; thence south along the east margin of 11th Avenue East (11th Avenue North), 179.59 feet; thence southeasterly by a straight line, 297 feet, more or less, to a point distant 796.76 feet north and 259.18 feet east from the southwest corner of said Government Lot 4; thence southeasterly by a straight line, 194.44 feet, more or less, to a point distant 441.8 feet east and 730 feet north from the southwest corner of said Government Lot 4; thence southeasterly by a straight line, 194 feet, more or less, to a point on the west line, produced south, of said Delmar Park, an Addition to the City of Seattle, 540 feet north and 481.8 feet east from the southwest corner of said Government Lot 4; thence north along said west line, produced south, of said Delmar Park, an Addition to the City of Seattle, 281.85 feet to the point of beginning;

EXCEPT that portion condemned for Delmar Drive East in King County Superior Court Cause No. 243553, pursuant to City of Seattle Ordinance Nos. 60250 and 61848;

AND EXCEPT that portion lying northwesterly of the southwesterly boundary line of the right-of-way of SR520 (Primary State Highway No. 1, Roanoke Connection, 10th Avenue North to Montlake Interchange), as shown on Official Right-of-Way and Limited Access Plan, Sheet 4 of 10, approved and adopted March 2, 2017, entitled "SR 5 Interchange Vicinity to Montlake Interchange Vicinity", a copy of which is on file in the office of the Washington State Department of Transportation at Olympia, Washington.

#### PARCEL B:

That portion of Government Lot 4, Section 20, Township 25 North, Range 4 East, W.M., in King County, Washington, lying westerly and southwesterly of the Plat of Delmar Park, an Addition to the City of Seattle, Washington, according to the plat thereof recorded in Volume 14, page 37, and lying east of the east boundary of 13th Avenue East, produced north; being a

**QUITCLAIM DEED**

tract of land marked "Reserved" on the face of said Plat of Delmar Park;

EXCEPT that portion condemned for Delmar Drive East in King County Superior Court Cause No. 243553, pursuant to City of Seattle Ordinance Nos. 60250 and 61848.

The lands herein described contain an area of 6,235 square feet, more or less, the specific details concerning all of which are to be found on sheet 4 of that certain plan entitled SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval March 2, 2017, as revised

After recording return document to:

## EXHIBIT K

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

**Document Title: Temporary Easement**

**Reference Number of Related Document:**

**Grantor(s): City of Seattle, Department of Parks and Recreation**

**Grantee(s): State of Washington, Department of Transportation**

**Legal Description: Ptn. GL4, Sec. 20, Twp. 25 N., Rge. 4 E.**

**Additional Legal Description is on Page 4-5 of Document.**

**Assessor's Tax Parcel Number: Ptn 212504-9019-02**

### TEMPORARY EASEMENT

State Route 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity

The Grantor(s), City of Seattle, Department of Parks and Recreation, a municipal corporation, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, conveys and grants 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, under, upon, and across the hereinafter described lands for the purpose of constructing a regional shared use path (RSUP) including placing personnel, machinery and equipment on the property and clearing of trees and vegetation, as needed, during the term of this temporary easement.

Said lands being situated in King County, State of Washington, as described in Exhibit A, attached hereto and made a part of.

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on June 1, 2030, hereinafter the "Term".

**TEMPORARY EASEMENT**

Provided, however, that Grantee’s use and occupancy of the easement area is limited to:

Between June 1, 2023 and June 1, 2030 during the Term.

Grantee shall provide Grantor written notice no less than 30 days in advance of Grantee’s intent to exercise its rights under this Temporary Easement.

Grantee shall remove all of its property, equipment and materials and restore the grading, landscaping and other improvements damaged by the entry to at least as good a condition as such grading, landscaping and other improvements, were in immediately prior to the Grantee’s commencement of work.

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 OF SEATTLE,  
Department of Parks and Recreation

By: \_\_\_\_\_  
Name

Accepted and Approved

STATE OF WASHINGTON  
Department of Transportation

By: \_\_\_\_\_  
Dawn Yankauskas, SR 520 & AWV  
Deputy Program Administrator  
Authorized Signatory

Date: \_\_\_\_\_



**TEMPORARY EASEMENT**

STATE OF WASHINGTON )

)ss

County of King )

On this \_\_\_\_ day of \_\_\_\_\_, 201\_, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_, for the City of Seattle, acting by and through its Department of Parks and Recreation, and that \_\_\_ 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 \_\_\_ 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 \_\_\_\_\_

**TEMPORARY EASEMENT**

**EXHIBIT A**

All 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 30+18 on the SR 520 line survey of SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity and 360 feet southerly therefrom; thence northeasterly to a point opposite HES 30+22 on said line survey and 356.3 feet southerly therefrom; thence southeasterly, along a curve to the left having a radius of 520 feet a distance of 65.00 feet, to a point opposite HES 30+78 on said line survey and 393.2 feet southerly therefrom; thence southwesterly to a point opposite HES 30+68 on said line survey and 411 feet southerly therefrom; thence northwesterly to a point opposite HES 30+40.00 on said line survey and 393 feet southerly therefrom; thence northeasterly to the point of beginning.

TRACT X:

PARCEL A:

That portion of Government Lot 4, Section 20, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at a point on the west line of Delmar Park, an Addition to the City of Seattle, according to the plat thereof recorded in Volume 14, page 37, in King County, Washington, distant 821.85 feet north of the south boundary of said Government Lot 4; thence northwesterly by a straight line, 174.82 feet, more or less, to a point distant 879.21 feet north and 316.36 feet east from the southwest corner of said Government Lot 4; thence northwesterly by a straight line, 241.53 feet, more or less, to a point distant 130 feet east and 1,032.84 feet north from the southwest corner of said Government Lot 4; thence northwesterly by a straight line, 165.93 feet, more or less, to a point on the east margin of 11th Avenue East (11th Avenue North), distant 30 feet east and 1,165.27 feet north from the southwest corner of said Government Lot 4; thence south along the east margin of 11th Avenue East (11th Avenue North), 179.59 feet; thence southeasterly by a straight line, 297 feet, more or less, to a point distant 796.76 feet north and 259.18 feet east from the southwest corner of said Government Lot 4; thence southeasterly by a straight line, 194.44 feet, more or less, to a point distant 441.8 feet east and 730 feet north from the southwest corner of said Government Lot 4; thence southeasterly by a straight line, 194 feet, more or less, to a point on the west line, produced south, of said Delmar Park, an Addition to the City of Seattle, 540 feet north and 481.8 feet east from the southwest corner of said Government Lot 4; thence north along said west line, produced south, of said Delmar Park, an Addition to the City of Seattle, 281.85 feet to the

**TEMPORARY EASEMENT**

point of beginning;

EXCEPT that portion condemned for Delmar Drive East in King County Superior Court Cause No. 243553, pursuant to City of Seattle Ordinance Nos. 60250 and 61848;

AND EXCEPT that portion lying northwesterly of the southwesterly boundary line of the right-of-way of SR520 (Primary State Highway No. 1, Roanoke Connection, 10th Avenue North to Montlake Interchange), as shown on Official Right-of-Way and Limited Access Plan, Sheet 4 of 10, approved and adopted March 2, 2017, entitled "SR 5 Interchange Vicinity to Montlake Interchange Vicinity", a copy of which is on file in the office of the Washington State Department of Transportation at Olympia, Washington.

**PARCEL B:**

That portion of Government Lot 4, Section 20, Township 25 North, Range 4 East, W.M., in King County, Washington, lying westerly and southwesterly of the Plat of Delmar Park, an Addition to the City of Seattle, Washington, according to the plat thereof recorded in Volume 14, page 37, and lying east of the east boundary of 13th Avenue East, produced north; being a tract of land marked "Reserved" on the face of said Plat of Delmar Park;

EXCEPT that portion condemned for Delmar Drive East in King County Superior Court Cause No. 243553, pursuant to City of Seattle Ordinance Nos. 60250 and 61848.

The lands herein described contain an area of 6,200 square feet, more or less, the specific details concerning all of which are to be found on sheet 4 of that certain plan entitled SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval March 2, 2017, as revised.

After recording return document to:

## EXHIBIT L

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

**Document Title: Easement**

**Reference Number of Related Document:**

**Grantor(s): City of Seattle, Department of Parks and Recreation**

**Grantee(s): State of Washington, Department of Transportation**

**Legal Description: Ptn. GL4, Sec. 20, Twp. 25 N., Rge. 4 E. WM**

**Additional Legal Description is on Pages 4-5 of Document.**

**Assessor's Tax Parcel Number: Ptn 212504-9019-02**

### EASEMENT

State Route 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity

The Grantor(s), **City of Seattle, Department of Parks and Recreation**, a municipal corporation, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and , conveys and grants 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 rights of Eminent Domain, an easement under and across the hereinafter described lands for the purpose of the construction, operation and maintenance of soldier pile wall tie-backs.

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

For legal description and additional conditions  
See Exhibits A and B attached hereto and made a part hereof

It is understood and agreed that delivery of this easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless

**EASEMENT**

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 OF SEATTLE,  
Department of Parks and Recreation

By: \_\_\_\_\_  
Name

Accepted and Approved

STATE OF WASHINGTON  
Department of Transportation

By: \_\_\_\_\_  
Dawn Yankauskas, SR 520 & AWV,  
Deputy Program Administrator  
Authorized Agent

Date: \_\_\_\_\_



## EASEMENT

### EXHIBIT A Legal Description

All 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 28+99± on the SR 320 line survey of SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity and 255.06 feet southeasterly therefrom, said point also being on the northerly line of said Tract X, thence southeasterly to a point opposite HES 28+96± on said line survey and 278.07 feet southerly therefrom, said point also being on the westerly line of said Tract X; thence southeasterly to a point opposite HES 29+95± on said line survey and 367.69 feet southeasterly therefrom, said point also being on the southwesterly line of said Tract X; thence southeasterly, along said southwesterly line, to a point opposite HES 31+05± on said line survey and 462 feet southeasterly therefrom; thence northeasterly to a point opposite HES 31+45 on said line survey and 424 feet southeasterly therefrom; thence northwesterly, along a curve to the right having a radius of 520 feet a distance of 55.79 feet, to a point opposite HES 50+78 on said line survey and 393.2 feet southeasterly therefrom; thence northwesterly, along a curve to the right having a radius of 520 feet a distance of 65.00 feet, to a point opposite HES 30+22 on said line survey and 356.3 feet southerly therefrom; thence northwesterly, along a curve to the right having a radius of 520 feet a distance of 64.95 feet, to a point opposite HES 29+08± on said line survey and 248.72 feet southerly therefrom, said point also being on the westerly line of said Tract X; thence southwesterly to the point of beginning.

#### TRACT X:

#### PARCEL A:

That portion of Government Lot 4, Section 20, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at a point on the west line of Delmar Park, an Addition to the City of Seattle, according to the plat thereof recorded in Volume 14, page 37, in King County, Washington, distant 821.85 feet north of the south boundary of said Government Lot 4; thence northwesterly by a straight line, 174.82 feet, more or less, to a point distant 879.21 feet north and 316.36 feet east from the southwest corner of said Government Lot 4; thence northwesterly by a straight line, 241.53 feet, more or less, to a point distant 130 feet east and 1,032.84 feet north from the southwest corner of said Government Lot 4; thence northwesterly by a straight line, 165.93 feet, more or less, to a point on the east margin of 11th Avenue East (11th Avenue North), distant 30 feet east and 1,165.27 feet north from the southwest corner of

## EASEMENT

said Government Lot 4; thence south along the east margin of 11th Avenue East (11th Avenue North), 179.59 feet; thence southeasterly by a straight line, 297 feet, more or less, to a point distant 796.76 feet north and 259.18 feet east from the southwest corner of said Government Lot 4; thence southeasterly by a straight line, 194.44 feet, more or less, to a point distant 441.8 feet east and 730 feet north from the southwest corner of said Government Lot 4; thence southeasterly by a straight line, 194 feet, more or less, to a point on the west line, produced south, of said Delmar Park, an Addition to the City of Seattle, 540 feet north and 481.8 feet east from the southwest corner of said Government Lot 4; thence north along said west line, produced south, of said Delmar Park, an Addition to the City of Seattle, 281.85 feet to the point of beginning;

EXCEPT that portion condemned for Delmar Drive East in King County Superior Court Cause No. 243553, pursuant to City of Seattle Ordinance Nos. 60250 and 61848;

AND EXCEPT that portion lying northwesterly of the southwesterly boundary line of the right-of-way of SR520 (Primary State Highway No. 1, Roanoke Connection, 10th Avenue North to Montlake Interchange), as shown on Official Right-of-Way and Limited Access Plan, Sheet 4 of 10, approved and adopted March 2, 2017, entitled "SR 5 Interchange Vicinity to Montlake Interchange Vicinity", a copy of which is on file in the office of the Washington State Department of Transportation at Olympia, Washington.

### PARCEL B:

That portion of Government Lot 4, Section 20, Township 25 North, Range 4 East, W.M., in King County, Washington, lying westerly and southwesterly of the Plat of Delmar Park, an Addition to the City of Seattle, Washington, according to the plat thereof recorded in Volume 14, page 37, and lying east of the east boundary of 13th Avenue East, produced north; being a tract of land marked "Reserved" on the face of said Plat of Delmar Park;

EXCEPT that portion condemned for Delmar Drive East in King County Superior Court Cause No. 243553, pursuant to City of Seattle Ordinance Nos. 60250 and 61848.

The lands herein described contain an area of 17,230 square feet, more or less, the specific details concerning all of which are to be found on sheet 4 of that certain plan entitled SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval March 2, 2017, as revised.



## EASEMENT

### EXHIBIT B Terms and Conditions

1. Grantor reserves the right to use the hereinbefore described property for purposes that will not unreasonably interfere with the Grantee's rights hereby granted.
2. No excavation or construction of improvements shall be allowed below an elevation of \_\_\_ feet (NAVD 88) within the easement area for the maintenance and safety of the tie-backs without prior written approval of the Grantee. Grantor shall submit, for said written approval, a work plan to the Grantee, for any subterranean excavation or construction. Such work plan shall be submitted to the Grantee for written approval no fewer than thirty (30) days prior to the expected work date; which approval shall not be unreasonably withheld.
3. Grantee shall, upon completion of construction, remove all debris and restore the surface of the property as nearly as possible to the condition immediately prior to the Grantee's entry thereon, excepting any modifications or improvements made as part of the project.

After recording return document to:

## EXHIBIT M

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

**Document Title: Temporary Easement**

**Reference Number of Related Document:**

**Grantor(s): City of Seattle, Department of Parks and Recreation**

**Grantee(s): State of Washington, Department of Transportation**

**Legal Description Ptns of Lots 1-16, Block 9, Plat of Denny-Furhman Add. to the City of Seattle, Vol. 7, P. 34**

**Additional Legal Description is on Page 4 of Document.**

**Assessor's Tax Parcel Number: Ptn 195970-0460-07**

### TEMPORARY EASEMENT

State Route 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity

The Grantor(s), City of Seattle, Department of Parks and Recreation, a municipal corporation, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, conveys and grants 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 under and across the hereinafter described lands for the purpose of installing and accommodating soldier pile tieback anchors and protecting the temporary installation of said tieback anchors during the term of this temporary easement.

Said lands being situated in King County, State of Washington, as described in Exhibit A, attached hereto and made a part of.

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on June 1, 2030, hereinafter the "Term".

**TEMPORARY EASEMENT**

Provided, however, that Grantee’s use and occupancy of the easement area is limited (to):

Seven (7) total years, consecutive or non-consecutive, during the Term.

After termination the tieback anchors shall be de-tensioned and abandoned in place.

Subject to the following terms and restrictions:

- Grantee shall provide Grantor written notice no less than 30 days in advance of Grantee’s intent to exercise its rights under this Temporary Easement.
- The Grantor shall not excavate or construct any improvements below an elevation of 145 feet (NAVD) during the term of this temporary easement.
- Soldier pile wall tieback anchors shall be abandoned in place within the Temporary Easement area.

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 OF SEATTLE,  
Department of Parks and Recreation

By: \_\_\_\_\_  
Name



**TEMPORARY EASEMENT**

**EXHIBIT A**

All that portion of the hereinafter described "Parcel A" lying southerly of the following described line:

Beginning at point opposite Highway Engineer's Station (hereinafter referred to as HES) NE 2340+16.23 on the NE line survey of SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity and 430.25 feet northwesterly therefrom; thence northeasterly to a point opposite HES NE 2340+94 on said line survey and 429.61 feet northwesterly therefrom; thence northeasterly to a point opposite HES NE 2343+07± on said line survey and 406 feet northwesterly therefrom, said point also being on the easterly line of said Parcel A; thence northeasterly to a point opposite HES NE 2343+70± on said line survey and 405 feet northwesterly therefrom, said point also being on the westerly line of Lot 6, Block 10, Plat of Denny-Furman Addition to the City of Seattle, according to the plat thereof recorded in Volume 7 of Plats, page 34, records of King County, Washington, and the terminus of this line description.

Parcel A:

Lots 1 through 16, Block 9, Plat of Denny-Fuhrman Addition to the City of Seattle, according to the plat thereof recorded in Volume 7 of Plats, page 34, records of King County, Washington.

The lands herein described contain an area of 23,440 square feet, more or less, the specific details concerning all of which are to be found on sheets 2 and 3 of that certain plan entitled SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval March 2, 2017, as revised.

Grantor's Initials
--------------------

After recording return document to:

**EXHIBIT N**

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

**Document Title: Temporary Easement**  
**Reference Number of Related Document:**  
**Grantor(s): City of Seattle, Department of Parks and Recreation**  
**Grantee(s): State of Washington, Department of Transportation**  
**Legal Description**  
**Additional Legal Description is on Pages 4-9 of Document.**  
**Assessor's Tax Parcel Number: Ptn 678820228008**

### **TEMPORARY EASEMENT**

State Route 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity

The Grantor(s), City of Seattle, Department of Parks and Recreation, a municipal corporation, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, conveys and grants 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 Parcels 1, 2, and 3 for the purposes hereinafter described in Exhibit A, attached hereto and made a part hereof of c

Said lands being situated in King County, State of Washington  
For legal description and terms and conditions see said Exhibit A,

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

**TEMPORARY EASEMENT**

Washington, by and through its Department of Transportation, by its authorized agent.

Dated: \_\_\_\_\_, \_\_\_\_\_

CITY OF SEATTLE  
Department of Parks and Recreation

By: \_\_\_\_\_  
Name  
Title

Accepted and Approved

STATE OF WASHINGTON  
Department of Transportation

By: \_\_\_\_\_  
Dawn Yankauskas, SR 520 & AWV  
Deputy Program Administrator  
Authorized Signatory

Date: \_\_\_\_\_





## TEMPORARY EASEMENT

### EXHIBIT A

#### **Parcel No. 1:**

A temporary easement, for the purposes of construction and operation of temporary work bridges to accommodate the replacement of the existing Portage Bay Bridge Structure and the associated placement of personnel, machinery and equipment necessary for the above work. Said temporary easement shall be for a six (6) year term occurring between June 1, 2023 and June 1, 2030, over, under, upon and across 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 40+34± on the SR 520 line survey and 60 feet northerly therefrom, said point also being on the westerly line of Lot 4, Block 9A, Lake Union Shore Lands, according to the official maps thereof on file in the Office of the Commissioner of Public Lands in Olympia, Washington; thence northeasterly, along said westerly line; to a point opposite HES 40+49± on said line survey and 111 feet northerly therefrom; thence easterly to a point opposite HES 42+44± on the SR 520 line survey and 112 feet northerly therefrom, said point also being on the easterly line of said Lot 4; thence southerly, along said easterly line, to a point opposite HES 42+46± on said line survey and 60 northerly therefrom; thence southwesterly to the point of beginning.

TOGETHER WITH 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 referred to as HES) 43+06± on the SR 520 line survey of SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity and 60 feet northerly therefrom, said point also being on the westerly line of Lot 1, Block 6A, Lake Union Shore Lands, according to the official maps thereof on file in the Office of the Commissioner of Public Lands in Olympia, Washington; thence northerly, along said westerly line, to a point opposite HES 43+14± on said line survey and 169 feet northerly therefrom; thence northeasterly to a point opposite HES 44+37.77 on said line survey and 234 feet northerly therefrom; thence easterly to a point opposite HES 46+78± on said line survey and 222 feet northerly therefrom, said point also being on the easterly line of Lot 2, in said Block 6A; thence southerly, along said easterly line, to a point opposite HES 46+67± on said line survey and 60 feet northerly therefrom; thence westerly to the point of beginning.

TOGETHER WITH 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 referred to as HES) 47+34± on the SR 520 line survey of SR 520, SR 5 Interchange Vicinity to Montlake

## TEMPORARY EASEMENT

Interchange Vicinity and 60 feet northerly therefrom; said point also being on the westerly line of Block 2A, Lake Union Shore Lands, according to the official maps thereof on file in the Office of the Commissioner of Public Lands in Olympia, Washington; thence northerly along said westerly line to a point opposite HES 47+48± on said line survey and 218 feet northerly therefrom; thence easterly to a point opposite HES 53+15± on said line survey and 143.20 feet northerly therefrom, said point also being on the easterly line of said Block 2A; thence southerly to a point opposite HES 53+09 on said line survey and 117.70 feet northerly therefrom; thence southeasterly to a point opposite HES 53+54 on said line survey and 60 feet northerly therefrom; thence southwesterly to the point of beginning.

### Parcel 2:

A temporary easement, for the purposes of construction and operation of temporary work bridges to accommodate the replacement of the existing Portage Bay Bridge Structure, construction of regional trail systems, relocation of utilities, clearing of trees/vegetation and the associated placement of personnel, machinery and equipment necessary for the above work. Said temporary easement shall be for a six (6) year term occurring between June 1, 2023 and June 1, 2030, over, under, upon and across 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 referred to as HES) 47+19.35 on the SR 520 line survey SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity and 130.05 feet southerly therefrom; thence northeasterly, along a curve to the left having a radius of 1,970.10 feet a distance of 328.84 feet, to a point opposite HES 50+37.76 on said line survey and 123.56 feet southerly therefrom; thence northeasterly, along a curve to the left having a radius of 3,131 feet a distance of 174.34 feet, to a point opposite HES 52+06.16 on said line survey and 136.47 feet southerly therefrom; thence northeasterly to a point opposite HES 54+84± on said line survey and 165.95 feet southerly therefrom, said point also being on the easterly line of Lot 18, Block 41, Pike's Second Addition to Union City, according to the plat thereof recorded in Volume 1 of Plats, page 65A, in King County, Washington; thence northeasterly to a point opposite HES 55+20.71 on said line survey and 171.38 feet southerly therefrom; thence northeasterly, along a curve to the right having a radius of 657.50 feet a distance of 208.83 feet, to a point opposite HES 56+98.65 on said line survey and 242.13 feet southerly therefrom; thence southerly to a point opposite HES 56+96.50 on said line survey and 248.48 feet southerly therefrom; thence southerly to a point opposite HES 56+89 on said line survey and 272 feet southerly therefrom; thence easterly to a point opposite HES 56+93 on said line survey and 273.93 feet southerly therefrom; thence southwesterly to a point opposite HES 56+40 on said line survey and 342.24 feet southerly therefrom; thence westerly to a point opposite HES 56+36 on said line survey and 340.48 feet southerly therefrom; thence southwesterly to a point opposite HES 55+93 on said line survey and 400.46 feet southerly therefrom; thence southwesterly to a point opposite HES 55+43 on said line survey and 452.02 feet southerly therefrom; thence westerly to a point opposite HES 54+99 on said line survey and 437.70 feet southerly therefrom; thence northeasterly to a point opposite HES 55+23.41 on said line survey and 404 feet southerly therefrom; thence

### **TEMPORARY EASEMENT**

northwesterly to a point opposite HES 55+38.17 on said line survey and 332 feet southerly therefrom; thence northwesterly to a point opposite HES 53+85.33 on said line survey and 230 feet southerly therefrom; thence southwesterly to a point opposite HES 52+63.19 on said line survey and 215 feet southerly therefrom; thence northwesterly to a point opposite HES 52+19.88 on said line survey and 187.53 feet southerly therefrom; thence southwesterly, along a curve to the right having a radius 3, 181 feet a distance of 326.75 feet, to a point opposite HES 49+07.78 on said line survey and 162.20 feet southerly therefrom; thence westerly to a point opposite HES 47+18± on said line survey and 154.21 feet southerly therefrom, said point also being on the westerly line of Lot 1, Block 2, Lake Union Shore Lands, according to the official maps thereof on file in the Office of the Commissioner of Public Lands in Olympia, Washington; thence northerly to the point of beginning.

### **Parcel 3:**

A temporary easement, for the purposes of ingress and egress for the post construction establishment of native type vegetation including planting, seeding, inspecting, monitoring, watering and weed control. Said temporary easement shall be for a four (4) year term occurring between June 1, 2029 and June 1, 2033, over, under, upon and across 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 referred to as HES) 47+19.35 on the SR 520 line survey SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity and 130.05 feet southerly therefrom; thence northeasterly, along a curve to the left having a radius of 1,970.10 feet a distance of 328.84 feet, to a point opposite HES 50+37.76 on said line survey and 123.56 feet southerly therefrom; thence northeasterly, along a curve to the left having a radius of 3,131 feet a distance of 174.34 feet, to a point opposite HES 52+06.16 on said line survey and 136.47 feet southerly therefrom; thence northeasterly to a point opposite HES 54+84± on said line survey and 165.95 feet southerly therefrom, said point also being on the easterly line of Lot 18, Block 41, Pike's Second Addition to Union City, according to the plat thereof recorded in Volume 1 of Plats, page 65A, in King County, Washington; thence northeasterly to a point opposite HES 55+20.71 on said line survey and 171.38 feet southerly therefrom; thence northeasterly, along a curve to the right having a radius of 657.50 feet a distance of 208.83 feet, to a point opposite HES 56+98.65 on said line survey and 242.13 feet southerly therefrom; thence southerly to a point opposite HES 56+96.50 on said line survey and 248.48 feet southerly therefrom; thence southerly to a point opposite HES 56+89 on said line survey and 272 feet southerly therefrom; thence easterly to a point opposite HES 56+93 on said line survey and 273.93 feet southerly therefrom; thence southwesterly to a point opposite HES 56+40 on said line survey and 342.24 feet southerly therefrom; thence westerly to a point opposite HES 56+36 on said line survey and 340.48 feet southerly therefrom; thence southwesterly to a point opposite HES 55+93 on said line survey and 400.46 feet southerly therefrom; thence southwesterly to a point opposite HES 55+43 on said line survey and 452.02 feet southerly therefrom; thence westerly to a point opposite HES 54+99 on said line survey and 437.70 feet southerly therefrom; thence northeasterly to a point opposite HES 55+23.41 on said line survey and 404 feet southerly therefrom; thence

**TEMPORARY EASEMENT**

northwesterly to a point opposite HES 55+38.17 on said line survey and 332 feet southerly therefrom; thence northwesterly to a point opposite HES 53+85.33 on said line survey and 230 feet southerly therefrom; thence southwesterly to a point opposite HES 52+63.19 on said line survey and 215 feet southerly therefrom; thence northwesterly to a point opposite HES 52+19.88 on said line survey and 187.53 feet southerly therefrom; thence southwesterly, along a curve to the right having a radius 3, 181 feet a distance of 326.75 feet, to a point opposite HES 49+07.78 on said line survey and 162.20 feet southerly therefrom; thence westerly to a point opposite HES 47+18± on said line survey and 154.21 feet southerly therefrom, said point also being on the westerly line of Lot 1, Block 2, Lake Union Shore Lands, according to the official maps thereof on file in the Office of the Commissioner of Public Lands in Olympia, Washington; thence northerly to the point of beginning.

**TRACT X:**

Parcel A:

Blocks 41 and 50, Pike's Second Addition to Union City, according to the plat thereof recorded in Volume 1 of Plats, Page 65a, in King County, Washington; TOGETHER with those portions of vacated East Louisa Street, vacated East Miller Street, vacated 16th Avenue East and vacated 18th Avenue East as vacated by City of Seattle Ordinance Nos. 64292, 96678, 105229, as recorded under Recording No. 7601070379, and by Ordinance No. 105230, as recorded under Recording No. 7601070380.

Parcel B:

The West one-half of Block 10, Plan of Union City as recorded in Volume 1 of Plats, Page 39, records of King County, Washington; EXCEPT the South 225 feet thereof; AND EXCEPT that portion conveyed to the State of Washington by Deed recorded under Recording No. 5290014; TOGETHER WITH the portion of vacated 19th Street as vacated by City of Seattle Ordinance No. 105230, recorded under Recording No. 7601070380.

Parcel C:

That portion of the North 85 feet of the South 225 feet of the West one-half of Block 10, Plan of Union City, as recorded in Volume 1 of Plats, Page 39, records of King County, Washington, lying Westerly of a line 5 feet Easterly of and parallel with the following described line:

Beginning at a point on the South line of said North 85 feet distant 33.74 feet West of its intersection with the East line of said West one-half; thence North 23°21'26" East a distance

**TEMPORARY EASEMENT**

of 90.37 feet to a point on the East line of said West one-half distant 1.17 feet South of the Northeast corner thereof;

TOGETHER WITH the portion of vacated 19th Street as vacated by City of Seattle Ordinance No. 105230, recorded under Recording No. 7601070380.

**Parcel D:**

That portion of the North 70 feet of the South 140 feet of the West one-half of Block 10, Plan of Union City, according to the plat thereof recorded in Volume 1 of Plats, Page 39, in King County, Washington, lying Westerly of a line distant 5 feet Easterly of and parallel with the following described line:

Beginning at a point on the South line of said North 70 feet distant 118.09 feet East of its intersection with the East line of 19th Avenue East; thence North 23°21'26" East a distance of 75.46 feet to a point on the North line of said North 70 feet distant 33.74 feet West of its intersection with the East line of said West one-half of said Block 10;

TOGETHER WITH the portion of vacated 19th Street as vacated by City of Seattle Ordinance No. 105230, recorded under Recording No. 7601070380.

**Parcel E:**

That portion of the South 70 feet of the West one-half of Block 10, Plan of Union City, according to plat thereof as recorded in Volume 1 of Plats, Page 39, records of King County, Washington, lying Westerly of a line distant 5 feet Westerly of and parallel with the following described line:

Beginning at a point on the North line of East Louisa Street distant 74.51 feet East of its intersection with the East line of 19th Avenue East; thence North 33°45'00" East a distance of 79.29 feet; thence North 23°21'26" East a distance of 3.23 feet to a point on the North line of said South 70 feet, distant 118.09 feet East of its intersection with the East line of 19th Avenue East;

TOGETHER WITH that portion of vacated 19th Street as vacated by City of Seattle Ordinance No. 105230, recorded under Recording No. 7601070380.

**Parcel F:**

Lot 4, Block 9-A, Lots 1 and 2, Block 6-A and Block 2-A, Second Supplemental Maps of Lake Union Shore Lands according to the official maps thereof on file in the Office of the Commissioner of Public Lands in Olympia, Washington.

**Parcel G:**

Lot 1, Block 1, Lake Union Shore Lands, according to the official maps thereof on file in the Office of the Commissioner of Public Lands in Olympia, Washington and Lot 2, Block 1, lying Southerly of a line drawn from a point on the Easterly line of Lot 15, Block 41, Pike's

**TEMPORARY EASEMENT**

Second Addition to Union City 60 feet North of the Southeast corner thereof to the Northwest corner of Lot 2, Block 1, Lake Union Shore Lands;  
AND that portion of Lots 2, 3 and 4, Block 1, lying on the Northerly side of said "Division Line" and on the Southwesterly side of a line drawn from the point of intersection of the North line of said Lot 16, of Pike's Second Addition to Union City according to the plat recorded in Volume 1 of Plats, Page 65a, with the meander line to the point of intersection of the West line of Lot 3, of said Lake Union Shore Lands with the pierhead line of the official Plat of Lake Union Shore Lands. according to the official maps thereof on file in the Office of the Commissioner of Public Lands in Olympia, Washington.

SUBJECT TO the following terms and conditions:

- The Grantee shall provide Grantor written notice no less than 30 days in advance of Grantee's intent to exercise its rights under this Temporary Easement.
- Grantee shall remove all of its property, equipment and materials and restore the grading, landscaping and other improvements damaged by the entry to at least as good a condition as such grading, landscaping and other improvements, were in immediately prior to the Grantee's commencement of work.

The temporary easements herein described in Parcels 1 and 2 contain an area of 221,974 square feet, more or less, and the temporary easement herein described in Parcel 3 contains an area of 82,110 square feet, the specific details concerning all of which are to be found on sheets 5, 7, 8, and 10 of that certain plan entitled SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval March 2, 2017, as revised

AFTER RECORDING RETURN TO:

**EXHIBIT O**

ATTN: REAL ESTATE SERVICES  
DEPARTMENT OF TRANSPORTATION  
P.O. BOX 47338  
OLYMPIA, WA 98504-7338

Document Title: Quitclaim Deed  
Reference Number of Related Document: 5370684  
Grantor(s): State of Washington  
Grantee(s): City of Seattle, Department of Parks and Recreation  
Legal Description:  
Additional Legal Description is on Pages 1-2 of document  
Assessor's Tax Parcel Number: Ptn 678820228008

**QUITCLAIM DEED**

SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, hereby releases all right, title and interest to those certain restrictive easements per document dated September 28, 1961, recorded January 3, 1962 under King County Recording Number 5370684 unto the CITY OF SEATTLE, DEPARTMENT OF PARKS AND RECREATION, a municipal corporation, Grantee(s), in and to the following described properties in King County, Washington:

Parcel 1:

Lots 1-11 in Block 2, Lake Union Shore Lands, and vacated street adjoining; Situate in the City of Seattle, County of King, State of Washington.

Parcel 2:

Lots 1 and 2 in Block 1 of Lake Union Shore Lands, and that portion of Lots 3 and 4 in said Block 1 lying southwesterly of the following described line: Beginning at the intersection of the Government meander line with the north line of Lot 16, Block 41, Pike's

2<sup>nd</sup> Addition to Union City, according to plat thereof recorded in Volume 1 of Plats, page 65A, records of King County, thence northwesterly to the most northerly corner of Lot 2, Block 1, said Lake Union Shorelands; and portion of vacated street adjoining said Lot 1; situate in the City of Seattle, County of King, State of Washington.

Parcel 3:

Lots 1 to 18 inclusive, Block 41 of Pike's 2<sup>nd</sup> Addition to Union City, according to plat thereof recorded in Volume 1 of Plats, Page 65A, Records of King County; and vacated alley and streets adjoining; EXCEPT portions of said Lots 13, 14, 15 and 16 included in Lake Union Shorelands; situate in The City of Seattle, County of King, State of Washington.

Parcel 4:

Lots 5, 6, 10, 11 and 12 in Block 50 of Pike's 2<sup>nd</sup> Addition to Union City, according to plat thereof recorded in Volume 1 of Plats on page 65A records of King County; and vacated streets adjoining; Situate in The City of Seattle, County of King, State of Washington.

The specific details concerning all of which may be found on sheet 8 of that certain plan entitled SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval March 2, 2017, as revised.

Subject to all existing encumbrances, including easements, restrictions and reservations, if any.

The Grantee herein, on behalf of itself and its heirs, successors or assigns, as part consideration paid herein, waives and/or releases Grantor from any past, present, or future claims for damages directly or indirectly caused by highway drainage or runoff, and further, Grantee(s), its heirs, successors or assigns, shall have no right of compensation for damages to the property herein conveyed caused directly or indirectly by highway drainage or runoff.

The Grantee, on behalf of themselves and its heirs, successors or assigns, as part consideration herein, do hereby agree to comply with all civil rights and anti-discrimination requirements of chapter 49.60 RCW as to the lands herein conveyed.



The lands herein described are not required for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12. .

Dated at Olympia, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF WASHINGTON,  
DEPARTMENT OF TRANSPORTATION -  
GRANTOR

\_\_\_\_\_  
Roger Millar, PE, FASCE, FAICP  
Secretary of Transportation

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Assistant Attorney General



STATE OF WASHINGTON )

) : ss

COUNTY OF THURSTON )

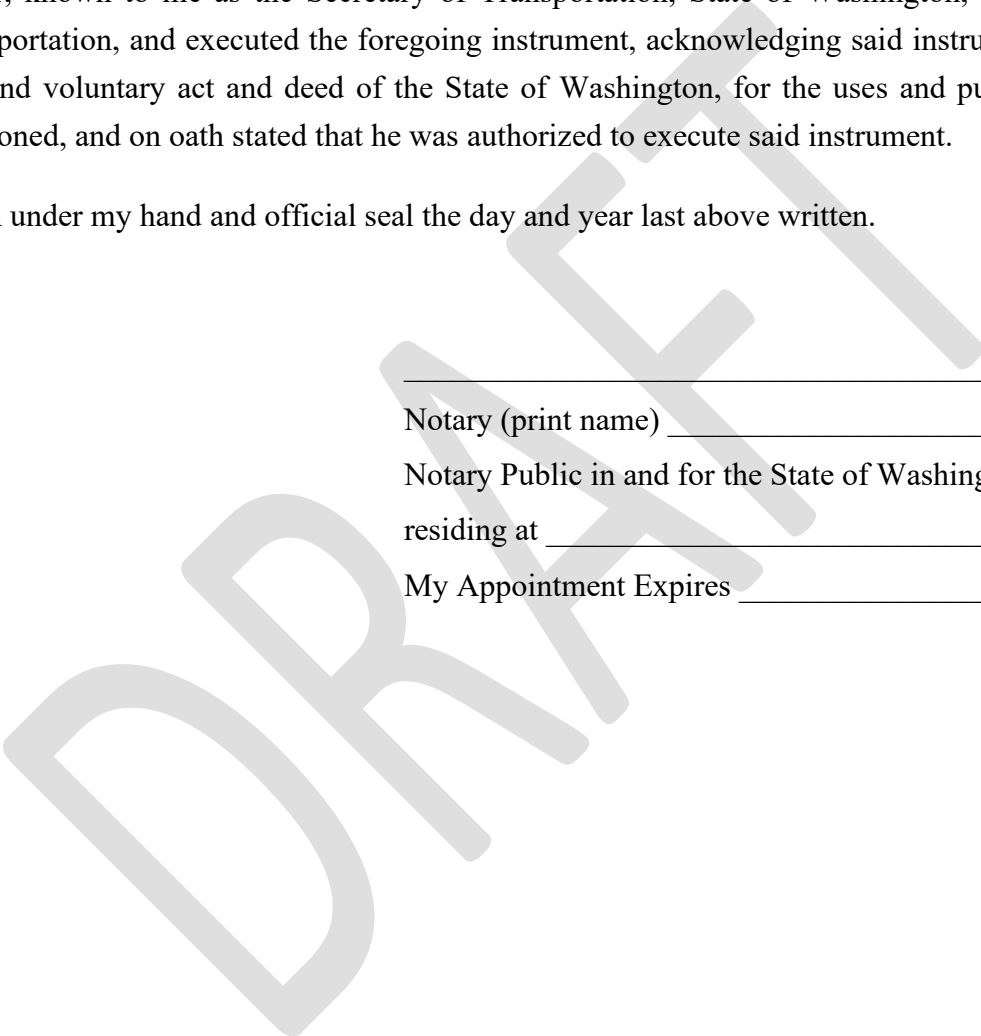
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Roger Millar, known to me as the Secretary of Transportation, State of Washington, Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

\_\_\_\_\_  
Notary (print name) \_\_\_\_\_

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

My Appointment Expires \_\_\_\_\_



AFTER RECORDING RETURN TO:

EXHIBIT P

ATTN: REAL ESTATE SERVICES  
DEPARTMENT OF TRANSPORTATION  
P.O. BOX 47338  
OLYMPIA, WA 98504-7338

Document Title: Quitclaim Deed  
Reference Number of Related Document: N/A  
Grantor(s): State of Washington  
Grantee(s): City of Seattle  
Legal Description: Ptns GLs 1, 3 and 4, S25, T21N, R4EWM  
Additional Legal Description is on Page of document  
Assessor's Tax Parcel Number: None Assigned – adjacent to 2125049044

QUITCLAIM DEED

SR 520

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, hereby conveys and quitclaims unto the CITY OF SEATTLE, acting by and through its DEPARTMENT OF PARKS AND RECREATION , Grantee, all right, title, and interest in and to the following described real property situated in King County, State of Washington:

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

The Grantee(s) herein, on behalf of itself and its heirs, successors or assigns, as part consideration paid herein, waives and/or releases Grantor from any past, present, or future claims for damages directly or indirectly caused by highway drainage or runoff, and further, Grantee(s), its heirs, successors or assigns, shall have no right of compensation for damages to the property herein conveyed caused directly or indirectly by highway drainage or runoff.

The Grantee(s), on behalf of themselves and its heirs, successors or assigns, as part consideration herein, do hereby agree to comply with all civil rights and anti-discrimination requirements of chapter 49.60 RCW as to the lands herein conveyed.

The lands herein described are not required for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.063.

Dated at Olympia, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF WASHINGTON,  
DEPARTMENT OF TRANSPORTATION -  
GRANTOR

\_\_\_\_\_  
Roger Millar, PE, FASCE, FAICP  
Secretary of Transportation

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Assistant Attorney General

REVIEWED AS TO FORM-GRANTEE:

By: \_\_\_\_\_

STATE OF WASHINGTON )

) : ss

COUNTY OF THURSTON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Roger Millar, known to me as the Secretary of Transportation, State of Washington, Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

\_\_\_\_\_  
Notary (print name) \_\_\_\_\_

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

## EXHIBIT A

Those portions of Government Lots 1, 3, and 4 in Section 21, Township 25 North, Range 4 East, W.M., in King County, Washington, lying within the following described tract of land:

Beginning at a point opposite Highway Engineer' s Station (hereinafter referred to as HES) E-S 165+66.38 on the E-S line survey of SR 520, SR 5 Vicinity to Evergreen Point Bridge and 70.07 feet westerly therefrom; thence northerly to a point opposite HES E-S 163+68.63 on said line survey and 100.19 feet westerly therefrom; thence easterly to a point opposite HES E-S 163+67.08 on said line survey and 90 feet westerly therefrom; thence northeasterly, parallel with said line survey, to a point opposite HES E-S 161+89.18 thereon; thence northeasterly to a point opposite HES E-S 159+82.95 on said line survey and 80 feet westerly therefrom; thence northwesterly, along a curve to the left, to a point opposite HES 77+42.41 on the SR 520 line survey of SR 520, Montlake Interchange Vicinity to Arboretum Interchange Vicinity and 662 feet southeasterly therefrom; thence northeasterly to a point opposite HES 77+70 on said SR 520 line survey and 657 feet southeasterly therefrom; thence northwesterly to a point opposite HES 77+50 on said SR 520 line survey and 501 feet southeasterly therefrom; thence northwesterly to a point opposite HES 77+12 on said SR 520 line survey and 370 feet southeasterly therefrom; thence northeasterly to a point opposite HES 77+38 on said SR 520 line survey and 322 feet southeasterly therefrom; thence northeasterly, along a curve to the left having a radius of 45 feet a distance of 111.39 feet, to a point opposite HES 77+41 on said SR 520 line survey and 237 feet southeasterly therefrom; thence northeasterly to a point opposite HES 70+10 on said SR 520 line survey and 155 feet southeasterly therefrom; thence northeasterly to a point opposite HES 157+55.57 on the SR 520 line survey of SR 5 Vicinity to Evergreen Point Bridge and 57.81 feet southerly therefrom; thence easterly to a point opposite HES 161+66.09 on said SR 520 line survey and 81.18 feet southerly therefrom; thence easterly to a point opposite HES 165+46.63 on said SR 520 line survey and 64.46 feet southerly therefrom; thence southeasterly to a point opposite HES 171+25.83 on said SR 520 line survey and 56.27 feet southerly therefrom; thence southwesterly to a point opposite HES N-E 171+11.36 on the N-E line survey of said highway and 35 feet southeasterly therefrom; thence southwesterly, parallel with said line survey, to a point opposite HES N-E 154+07.87 thereon; thence southerly to a point opposite HES N-MONT 171+18.57 on the N-MONT line survey of said highway and 50 feet easterly therefrom; thence westerly to the point of beginning.

**EXCEPT**, Grantor reserves to itself and its successors and/or assigns, all easement rights of access, light, view and/or air in the property herein conveyed to the extent that the property abuts the state highway right of way; therefore, the Grantee(s) herein, including heirs, successors or assigns, shall have no right of ingress or egress to, from or between SR and the lands herein described, nor shall Grantee(s) herein, its heirs, successors or assigns, be entitled to compensation for any loss of access, light, view and/or air occasioned by the location, construction, reconstruction, maintenance or operation of said highway.

**RESERVING** unto the Grantor, the temporary right, privilege, and easement over, under, upon and across the hereinafter described the hereinafter described lands to be designated as Parcel 1, for the purposes of site access, staging area for construction equipment and vehicles, and rights of ongoing ingress and egress to accomplish said purposes as needed on said lands. Said temporary easement shall terminate on December 31, 2023:

Parcel 1:

That portion of Government Lots 1, 3 and 4 in Section 21, Township 25 North, Range 4 East, W.M., in King County, Washington, lying within the following described tract of land:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) N-MONT 771+18.67 on the N-MONT line survey as shown on Exhibit Map SR 520 WSDOT Peninsula and 50 feet easterly therefrom; thence westerly to a point opposite HES E-S 165+39.44 on the E-S line survey as shown on said Exhibit Map and 106.81 feet easterly therefrom; thence northwesterly to a point opposite HES E-S 165+14.42 on said E-S line survey and 52.48 feet easterly therefrom; thence northwesterly to a point opposite HES E-S 165+10.10 on said E-S line survey and 6.09 feet westerly therefrom; thence northeasterly to a point opposite HES E-S 164+71.79 on said E-S line survey and 16.90 feet easterly therefrom; thence northeasterly to a point opposite HES E-S 164+20.24 on said E-S line survey and 25.60 feet easterly therefrom; thence northwesterly to a point opposite HES E-S 164+22.34 on said E-S line survey and 92.01 feet westerly therefrom; thence northerly to a point opposite HES E-S 163+68.63 on said E-S line survey and 100.19 feet westerly therefrom; thence easterly to a point opposite HES E-S 163+67.08 on said E-S line survey and 90 feet westerly therefrom; thence northeasterly, parallel with said E-S line survey, to a point opposite HES 161+89.16 thereon; thence northeasterly to a point opposite HES E-S 159+82.95 on said E-S line survey and 80 feet westerly therefrom; thence northwesterly, along a curve to the left having a radius of 440.87 feet a distance of 233.51 feet, to a point opposite HES A 77+42.41 on the A-Line line survey as shown on said exhibit map and 662 feet southerly therefrom; thence northeasterly to a point opposite HES A 77+70 on said A-Line line survey and 657 feet southerly therefrom; thence northwesterly to a point opposite HES A 77+50 on said A-Line line survey and 501 feet southerly therefrom; thence northwesterly to a point opposite HES A 77+12 on said A-Line line survey and 370 feet southerly therefrom; thence northeasterly to a point opposite HES A 77+38 on A-Line line survey and 322 feet southerly therefrom; thence northerly, along a curve to the left having a radius of 45 feet a distance of 41.39 feet to a point opposite HES A 77+41 on said A-Line line survey and 237 feet southerly there from; thence northeasterly to a point opposite HES A 78+10 on said A-Line line survey and 155 feet southerly therefrom; thence northeasterly to a point opposite HES B 157+55.57 on the B-Line survey as shown on said Exhibit Map and 67.81 feet southerly therefrom; thence northeasterly to a point opposite HES B 161+66.09 on said B-Line line survey and 81.18 feet southerly therefrom; thence easterly to a point opposite HES B 165+46.63 on said B-Line line survey and 64.46 feet southerly therefrom; thence southeasterly to a point opposite HES B 169+61.30 on said B-Line line survey and 53.68 feet southerly therefrom; thence southeasterly to a point opposite HES B 171+26.83 on said B-Line line survey and 56.27 feet southerly therefrom; thence southerly to a point opposite HES B 171+26.56 on said B-Line line survey and 100 feet southerly therefrom; thence southwestly,

parallel with said B-Line line survey, to a point opposite HES B 171+26.01 thereon; thence southwesterly to a point opposite HES N-E 155+98.31 on the N-E line survey as shown on said Exhibit Map and 35 feet southeasterly therefrom; thence southwesterly, parallel with said N-E line survey, to a point opposite HES N-E 154+07.87 thereon; thence southerly to the point of beginning.

- Grantor shall remove all of its property, equipment and materials and restore the grading, landscaping and other improvements damaged by the entry to at least as good a condition as such grading, landscaping and other improvements, were in immediately prior to the Grantor's commencement of work.

**ALSO RESERVING**, unto the Grantor, the temporary right, privilege, and easement over, under, upon and across the hereinafter described the hereinafter described lands to be designated as Parcel 2, for the purposes of site access, staging area for construction equipment and vehicles, and rights of ongoing ingress and egress to accomplish said purposes as needed on said lands. Said temporary easement shall commence on January 1, 2024 and terminate on June 1, 2030:

Parcel 2:

Those portions of Government Lots 1, 3 and 4 in Section 21, Township 25 North, Range 4 East, W.M. lying within the following described tract of land:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES E-S 163+75.13 on the E-S line survey as shown on Exhibit Map SR 520 WSDOT Peninsula and 99.20 feet westerly therefrom; thence northerly to a point opposite HES E-S 163+68.63 on said line survey and 100.19 feet westerly therefrom; thence easterly to a point opposite E-S 163+67.08 on said line survey and 90 feet westerly therefrom; thence northeasterly, parallel with said line survey, to a point opposite HES E-S 161+89.18 thereon; thence northeasterly to a point opposite HES E-S 159+82.95 on said line survey and 80 feet westerly therefrom; thence northwesterly to a point opposite HES A 77+53.09 on the A-Line line survey as shown on said Exhibit Map and 745.55 feet southerly therefrom; thence northeasterly to a point opposite HES A 78+54.81 on said A-Line line survey and 734.31 feet southerly therefrom; thence southeasterly to a point opposite HES A 79+29.93 on said A-Line line survey and 789.98 feet southerly therefrom; thence easterly to a point opposite HES B 156+48.31 on the B-Line line survey as shown on said Exhibit Map and 726.56 feet southerly therefrom; thence northeasterly to a point opposite HES B 157+23.14 on said B-Line line survey and 726.48 feet southerly therefrom; thence easterly to a point opposite HES B 157+67.19 on said B-Line line survey and 733.95 feet southerly therefrom; thence easterly to a point opposite HES B 159+70.95 on said B-Line line survey and 758.07 feet southerly therefrom; thence northeasterly to a point opposite HES B 161+76.43 on said B-Line line survey and 500.84 feet southerly therefrom; thence northeasterly to a point opposite HES B 161+84.03 on said B-Line line survey and 486.57 feet southerly therefrom; thence southeasterly to a point opposite HES B 162+53.86 on said B-Line line survey and 496.91 feet southerly therefrom; thence southeasterly to a point opposite HES B 162+83.16 on said B-Line survey and 596.94 feet southerly therefrom; thence southeasterly to a point



opposite HES B 163+20.36 on said B-Line line survey and 641.09 feet southerly therefrom; thence southerly to a point opposite HES B 163+39.31 on said B-Line line survey and 782.61 feet southerly therefrom; thence southwesterly to a point opposite HES N-E 157+68.95 on the N-E line survey as shown on said Exhibit Map and 9.75 feet southeasterly therefrom; thence

Subject to all existing encumbrances, including easements, restrictions and reservations, if any.

DRAFT

AFTER RECORDING RETURN TO:

ATTN: REAL ESTATE SERVICES  
DEPARTMENT OF TRANSPORTATION  
P.O. BOX 47338  
OLYMPIA, WA 98504-7338

Document Title: Quitclaim Deed  
Reference Number of Related Document: N/A  
Grantor(s): State of Washington  
Grantee(s): City of Seattle  
Legal Description: Ptn L 7, B 6, Union City, Vol 1, p 39  
Additional Legal Description is on Pages 4-5 of document  
Assessor's Tax Parcel Number: Ptn 8805900015

## QUITCLAIM DEED

SR 520, SR 5 Interchange Vicinity to Montlake Intechange Vicinity

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, hereby conveys and quitclaims unto the CITY OF SEATTLE, acting by and through its DEPARTMENT OF PARKS AND RECREATION, Grantee, all right, title, and interest in and to the following described real property situated in King County, State of Washington:

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

Subject to all existing encumbrances, including easements, restrictions and reservations, if any.

The Grantee(s) herein, on behalf of itself and its heirs, successors or assigns, as part consideration paid herein, waives and/or releases Grantor from any past, present, or future claims for damages directly or indirectly caused by highway drainage or runoff, and further, Grantee(s), its heirs, successors or assigns, shall have no right of compensation for damages to the property herein conveyed caused directly or indirectly by highway drainage or runoff.

The Grantee, on behalf of itself and its successors or assigns, as part consideration herein, does hereby agree to comply with all civil rights and anti-discrimination requirements of chapter 49.60 RCW as to the lands herein conveyed.

The lands herein described are not required for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.063.

Dated at Olympia, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF WASHINGTON,  
DEPARTMENT OF TRANSPORTATION -  
GRANTOR

\_\_\_\_\_  
Roger Millar, PE, FASCE, FAICP  
Secretary of Transportation

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Assistant Attorney General

REVIEWED AS TO FORM-GRANTEE:

By: \_\_\_\_\_

STATE OF WASHINGTON )

) : ss

COUNTY OF THURSTON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Roger Millar, known to me as the Secretary of Transportation, State of Washington, Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

\_\_\_\_\_  
Notary (print name) \_\_\_\_\_

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

## EXHIBIT A

That portion of Lot 7, Block 6, Union City, according to the plat thereof, recorded in Volume 1 of Plats, page 39, in King County, Washington, described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 64+72.53 on the SR 520 line survey and 209.29 feet southerly therefrom; thence northeasterly to a point opposite HES 64+78.94 on said line survey and 209.37 feet southerly therefrom; thence northeasterly to a point opposite HES 64+86.94 on said line survey and 209.46 feet southerly therefrom; thence northeasterly to a point opposite HES 64+92.74 on said line survey and 209.53 feet southerly therefrom, thence southerly to a point opposite HES 64+87.39 on said line survey and 243.54 feet southerly therefrom; thence southerly to a point opposite HES 64+82.06 on said line survey and 277.44 feet southerly therefrom; thence southerly to a point opposite HES 64+81.46 on said line survey and 281.24 feet southerly therefrom; thence southerly to a point opposite HES 64+80.52 on said line survey and 287.28 feet southerly therefrom; thence westerly to a point opposite HES 64+60.76 on said line survey and 284.18 feet southerly therefrom; thence northerly to a point opposite HES 64+64.21 on said line survey and 262.22 feet southerly therefrom; thence northerly to a point opposite HES 64+64.81 on said line survey and 258.41 feet southerly therefrom; thence northerly to the point of beginning.

EXCEPT, Grantor reserves to itself and its successors and/or assigns, all easement rights of access, light, view and/or air in the property herein conveyed to the extent that the property abuts the state highway right of way; therefore, the Grantee herein, including successors or assigns, shall have no right of ingress or egress to, from or between SR 520 and the lands herein described, nor shall Grantee herein, its successors or assigns, be entitled to compensation for any loss of access, light, view and/or air occasioned by the location, construction, reconstruction, maintenance or operation of said highway.

EXCEPT that the Grantor will allow a Type "C" off and on approach not to exceed 20 feet in width, for parks maintenance and utilities purposes, at a point on the southerly side of said highway, at Highway Engineer's Station 64+71 and 286 feet southerly therefrom and to which off and on approach only, the grantors reserve a right of reasonable access for those purposes only.

RESERVING unto the Grantor an easement for transfer to Seattle City Light, over, upon and across the following described property for the purposes of an overhead power lines:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 64+78.94 on the SR 520 line survey of SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity and 209.37 feet southerly therefrom; thence northeasterly to a point opposite HES 64+86.94 on said line survey and 209.46 feet southerly therefrom; thence southeasterly to a point opposite HES 64+89.39 on said line survey and 243.54 feet southerly therefrom; thence southerly

to a point opposite HES 64+82.06 on said line survey and 277.44 feet southerly therefrom; thence southerly to a point opposite HES 64+81.46 on said line survey and 281.24 feet southerly therefrom; thence southerly to a point opposite HES 64+80.52 on said line survey and 287.28 feet southerly therefrom; thence northwesterly to the point of beginning.

RESERVING unto the Grantor an easement for transfer to Seattle Information Technology, under and across the following described property for the purposes of a fiber optic cable:

Beginning at a point opposite Highway Engineer's Station 64+64.21 on the SR 520 line survey of SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity and 262.22 feet southerly therefrom; thence northerly to a point opposite HES 64+64.81 on said line survey and 258.41 feet southerly therefrom; thence southeasterly to a point opposite HES 64+82.06 on said line survey and 277.44 feet southerly therefrom; thence southerly to a point opposite HES 64+81.46 on said line survey and 281.24 feet southerly therefrom; thence northwesterly to the point of beginning.

RESERVING unto the Grantor a temporary easement over, under, upon and across the herein conveyed property for the purposes of construction from March 31, 2022 through December 31, 2023.

The specific details concerning all of which may be found on sheet 10 of that certain plan entitled SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval March 2, 2017, as revised.

**ACCEPTANCE**

On behalf of the City of Seattle, a municipal corporation of the State of Washington, I, \_\_\_\_\_, Superintendent of Seattle Parks and Recreation, accept the interest in real property conveyed herein by this Quitclaim Deed, legally described in the Statutory Warranty Deed, from the Washington State Department of Transportation, to the City of Seattle, pursuant to the authority conferred by Ordinance \_\_\_\_\_.

Dated: \_\_\_\_\_

THE CITY OF SEATTLE

\_\_\_\_\_

\_\_\_\_\_  
Superintendent  
Seattle Parks and Recreation