

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

For SPR:

Christopher Williams, Acting Superintendent
Seattle Parks and Recreation
100 Dexter Ave. N.
Seattle, WA 98109
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

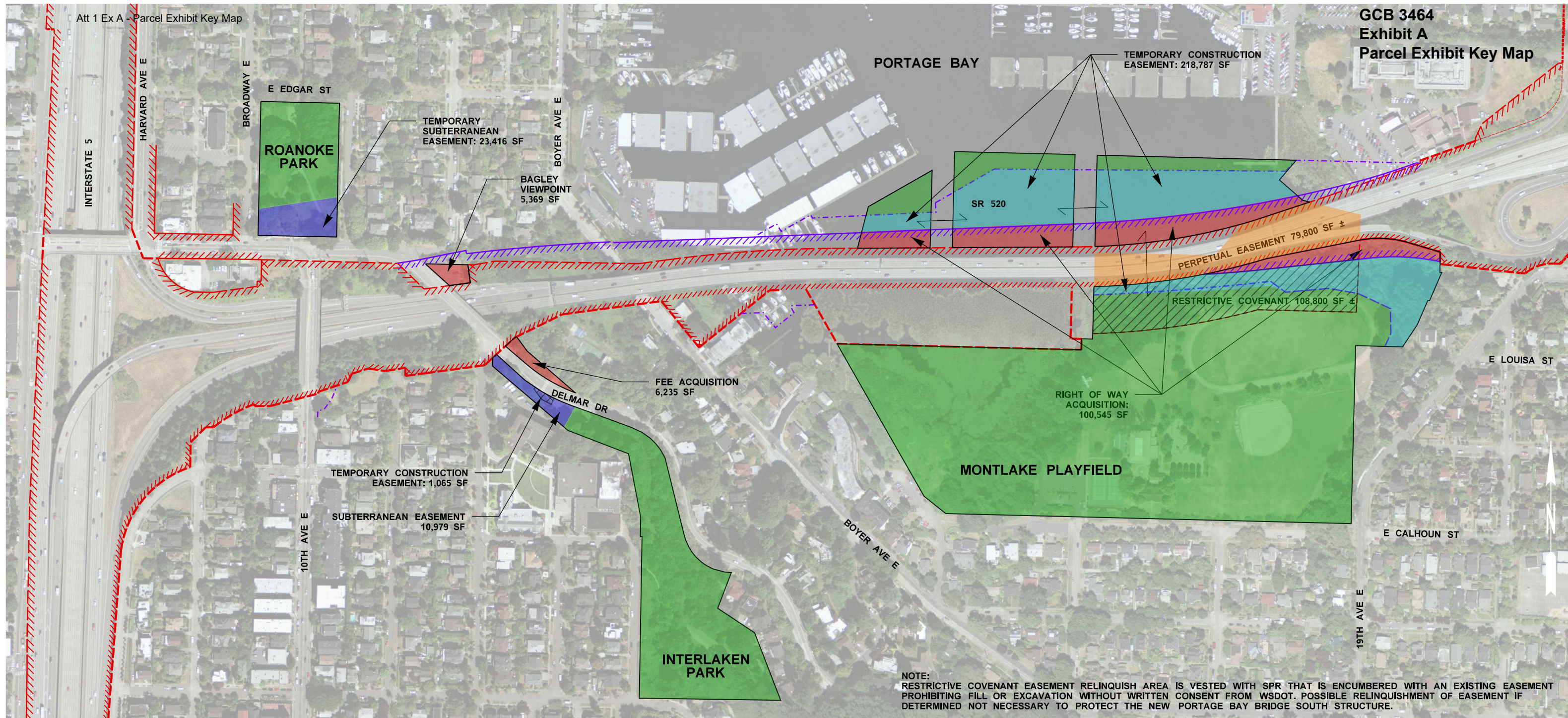
Christopher Williams
Acting Superintendent

Date: _____

EXHIBITS

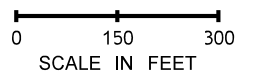
- Exhibit A: Parcel Exhibit Key Map
- Exhibit B: Moshier Exhibit Key Map
- Exhibit C: Peninsula Exhibit Key Map
- Exhibit D: Settlement Agreement Cost Breakdown
- Exhibit E: Quit Claim Deed, Bagley Viewpoint Property
- Exhibit F: Quit Claim Deed, Montlake Playfield
- Exhibit G: Quit Claim Deed, Montlake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

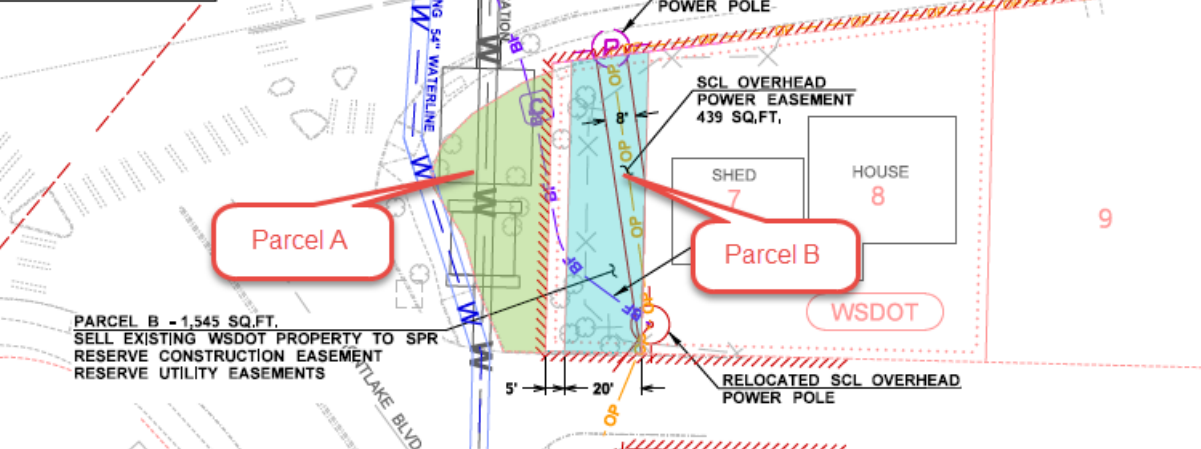
PREPARED ON: 11-02-21

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

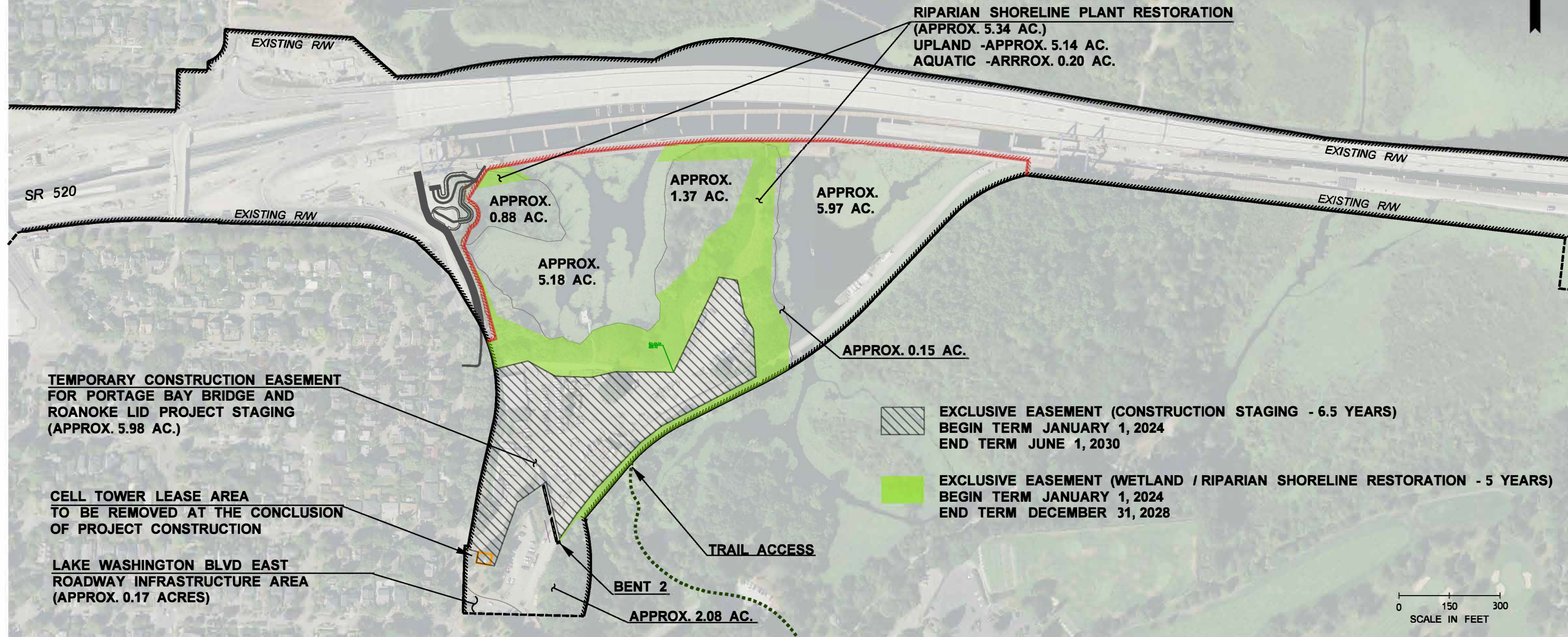
SDOT - Seattle Department of Transportation
SPR - Seattle Parks and Recreation
SCL - Seattle City Light
IT - Seattle Information and Technology



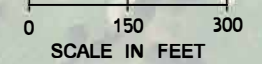
PARCEL B - 1,545 SQ.FT.
 SELL EXISTING WSDOT PROPERTY TO SPR
 RESERVE CONSTRUCTION EASEMENT
 RESERVE UTILITY EASEMENTS

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





- EXCLUSIVE EASEMENT (CONSTRUCTION STAGING - 6.5 YEARS)
BEGIN TERM JANUARY 1, 2024
END TERM JUNE 1, 2030
- EXCLUSIVE EASEMENT (WETLAND / RIPARIAN SHORELINE RESTORATION - 5 YEARS)
BEGIN TERM JANUARY 1, 2024
END TERM DECEMBER 31, 2028



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_turckj\d0259875\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 WSDOT PENINSULA	PLAN REF NO
TIME	2:04:56 PM			10	WASH				SHEET
DATE	9/8/2022			JOB NUMBER		LOCATION NO.		OF	
PLOTTED BY	turckj			CONTRACT NO.				SHEETS	
DESIGNED BY	R. PASHA								
ENTERED BY	R. PASHA								
CHECKED BY	G. GURULE								
PROJ. ENGR.	D. DUNJIC								
REGIONAL ADM.		REVISION	DATE	BY		P.E. STAMP BOX	DATE		

APPRAISAL PARCELS	PARCEL AREA (SF or AC)	PARTY RESPONSIBLE FOR COST		APPRAISAL VALUE
BAGLEY VIEWPOINT				
Fee Acquisition	5,369	WSDOT		\$637,500
			SUBTOTAL	\$637,500
ROANOKE PARK				
Temporary Easement Acquisition (subterranean easement)	23,416	WSDOT		\$58,400
			SUBTOTAL	\$58,400
MONTLAKE PLAYFIELD				
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
			SUBTOTAL	\$206,987
MOSHIER PROPERTY				
Parcel A - Greenscape Acquisition from SPR	1,492	WSDOT		\$50,000
Parcel B - WSDOT Surplus to SPR	1,545	SPR		\$71,045
			SUBTOTAL	-\$21,045
INTERLAKEN PARK				
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
			SUBTOTAL	\$12,870
WSDOT PENINSULA				
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
			SUBTOTAL	\$4,647,047
		WSDOT	OWED TO SPR	\$4,445,838
		SPR	OWED TO WSDOT	\$8,198,173
Cell Tower Lease Transfer to SPR (2023-2031) - \$472,632		SPR	Lease transfer credit	\$0
SPR OWED TO WSDOT (property)			COST DELTA	\$3,752,335
ADDITIONAL CONSIDERATIONS				
Arboretum North Entry Project 2031 (includes phase 2A & 2B)		WSDOT		\$26,000,000
North Entry Deductions from grant, scope revisions and VE		SPR		\$0
			SUBTOTAL	\$26,000,000
ESTIMATED OVERALL AGREEMENT BOTTOM LINE (WSDOT OWED TO SPR)		WSDOT	AGREEMENT AMOUNT	\$22,247,665

*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: _____

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

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 2nd 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

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°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°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.

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 2nd 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

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 18th 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 2nd 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 18th 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 10th 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 10th 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

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

After recording return document to:

EXHIBIT J

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 & AWV
Deputy Program Administrator
Authorized Signatory

Date: _____

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

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

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

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

Date: _____

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 "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

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

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 & AWW
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

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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

2nd 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 2nd 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 2nd 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)

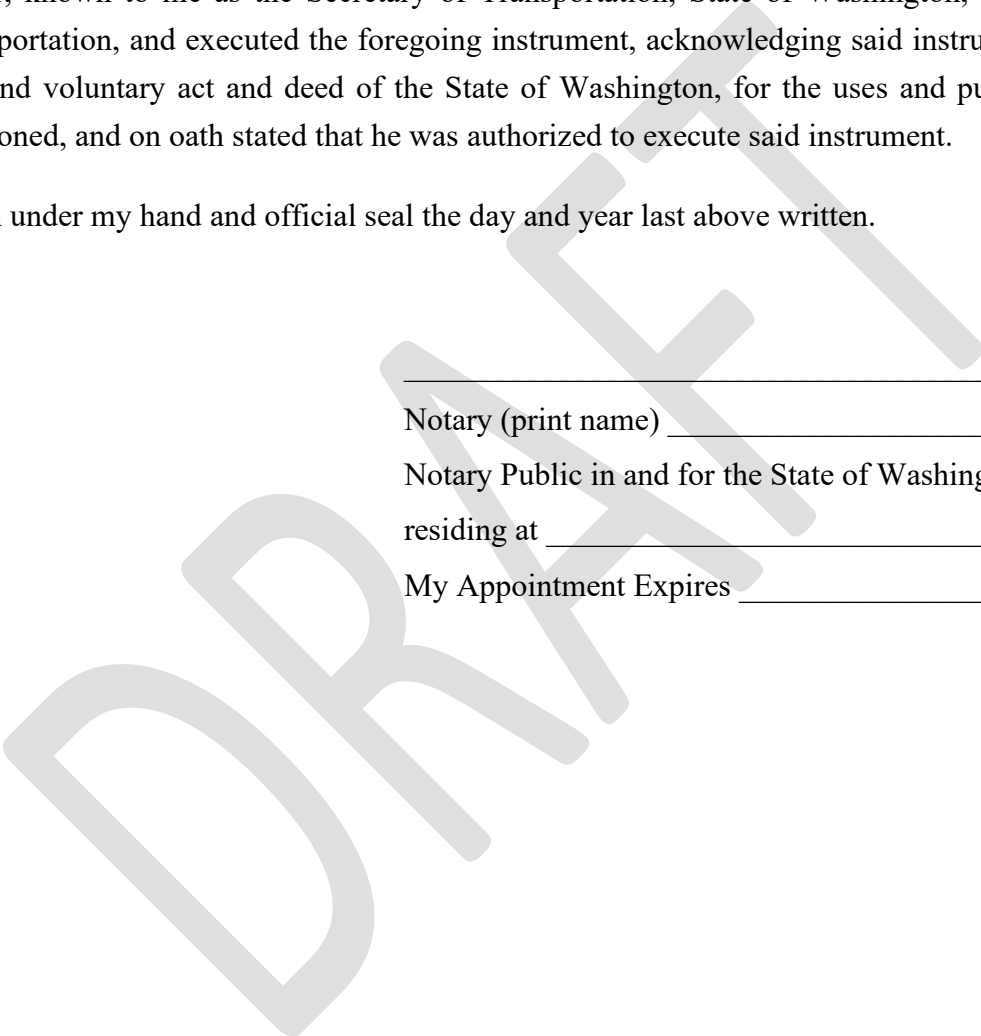
On this _____ day of _____, 20____, before me personally appeared Roger Millar, known to me as the Secretary of Transportation, State of Washington, Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State 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.