

CITY OF SEATTLE

ORDINANCE 126551

COUNCIL BILL 120271

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4
5 AN ORDINANCE relating to the John Lewis Memorial Bridge constructed under the Seattle
6 Department of Transportation’s Northgate Bridge and Cycle Track Project; accepting the
7 Northgate Easement Agreement granted by the State of Washington, State Board for
8 Community and Technical Colleges, on behalf of North Seattle College, dated February
9 28, 2019; accepting a Pedestrian Bridge Easement Agreement granted by the Central
10 Puget Sound Regional Transit Authority, a regional transit authority, dated April 22,
11 2021; accepting the Trail Lease granted by the Washington State Department of
12 Transportation, dated September 29, 2021; placing the real property interests conveyed
13 by such easements and lease under the jurisdiction of the Seattle Department of
14 Transportation; and ratifying and confirming certain prior acts. (This ordinance concerns
15 portions of property in the west half of the Northwest quarter of Section 32, Township 26
16 North, Range 4 East, Willamette Meridian and the east half of the Northeast quarter of
17 Section 31, Township 26 North, Range 4 East, Willamette Meridian.)
18

19 WHEREAS, as part of the Northgate Bridge and Cycle Track Project (the “Project”), the Seattle
20 Department of Transportation (“SDOT”) constructed a pedestrian and bicycle bridge
21 (“Bridge”) that crosses over Interstate 5 in the Northgate area; and

22 WHEREAS, the Bridge connects North Seattle College at N 100th Street with Sound Transit’s
23 Link Light Rail Northgate Station (the “Northgate Station”) and King County’s
24 Northgate Transit Center (“NTC”) at 1st Avenue NE; and

25 WHEREAS, pursuant to Ordinance 126412, the Bridge was formally named the John Lewis
26 Memorial Bridge; and

27 WHEREAS, as part of the Project, Seattle Department of Transportation constructed related
28 mobility improvements, including a two-way protected bicycle lane along the west side
29 of 1st Avenue NE between NE 92nd Street and NE 103rd Street, and a multi-use path
30 along the east side of 1st Avenue NE between NE 103rd Street and NE Northgate Way
31 and along a portion of NE 100th Street, and made related safety improvements, including

1 traffic signal upgrades, added crosswalks, bus stop relocations, and street
2 reconfigurations; and

3 WHEREAS, portions of the Project lie within or adjacent to real property, public right-of-way,
4 and transit infrastructure owned by North Seattle College, the Washington State
5 Department of Transportation (“WSDOT”), and the Central Puget Sound Regional
6 Transit Authority (“Sound Transit”); and

7 WHEREAS, the Project required the negotiation and execution of easements with North Seattle
8 College and Sound Transit and an airspace lease with WSDOT, which allow the City to
9 construct, maintain, and operate the Bridge and related improvements constructed as part
10 of the Project on North Seattle College, WSDOT, and Sound Transit property; and

11 WHEREAS, the Project provides pedestrians and bicyclists a safer and faster route for crossing
12 Interstate 5, thereby increasing the safety of the public by separating motor vehicle traffic
13 from pedestrians and cyclists; increases public access to the Northgate Station and the
14 NTC, the largest facility in the King County Metro system; and connects Northgate’s
15 retail center, employment destinations, and residences to reliable transportation through
16 beautifully designed infrastructure and public spaces that will enhance the transportation
17 experience and facilitate Northgate’s continued growth; and

18 WHEREAS, the Project also brings together historically divided North Seattle neighborhoods
19 and provides new connections for people walking, rolling, biking, and taking transit, and
20 with Sound Transit’s Northgate, Roosevelt, and U District Link Light Rail stations now
21 operational, the public has expanded safe, affordable, and accessible options for traveling
22 across the region that position Northgate to become one of the region’s most active transit
23 hubs; NOW, THEREFORE,

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

2 Section 1. The Northgate Easement Agreement granted to The City of Seattle by the
3 Washington State Board for Community and Technical Colleges, on behalf of North Seattle
4 College, dated February 28, 2019, and recorded under King County Recording Number
5 20190725000613, attached as Attachment A and incorporated into this ordinance, is hereby
6 accepted for the purpose of constructing, maintaining, operating, and repairing the Bridge and
7 related improvements.

8 Section 2. The Pedestrian Bridge Easement Agreement granted to the City by the Central
9 Puget Sound Regional Transit Authority, a regional transit authority, dated April 22, 2021,
10 recorded under King County Recording Number 20210511001975, as modified for recording to
11 conform with State law, attached as Attachment B and incorporated into this ordinance, is hereby
12 accepted for the purpose of constructing, maintaining, operating, and repairing the Bridge and
13 related improvements.

14 Section 3. The Trail Lease granted to the City by the Washington State Department of
15 Transportation, dated September 29, 2021, attached as Attachment C and incorporated into this
16 ordinance, is hereby accepted for the purpose of constructing, maintaining, operating, and
17 repairing the Bridge and related improvements.

18 Section 4. The real property interests conveyed to the City under the Northgate Easement
19 Agreement, the Pedestrian Bridge Easement Agreement, and the Trail Lease are hereby placed
20 under the jurisdiction of Seattle Department of Transportation.

21 Section 5. Any act consistent with the authority of this ordinance taken prior to its
22 effective date is hereby ratified and confirmed.

1 Section 6. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 22nd day of March, 2022,
5 and signed by me in open session in authentication of its passage this 22nd day of
6 March, 2022.

7 
8 _____

President _____ of the City Council

9 Approved / returned unsigned / vetoed this 24th day of March, 2022.

10 
11 _____

Bruce A. Harrell, Mayor

12 Filed by me this 24th day of March, 2022.

13 
14 _____

Monica Martinez Simmons, City Clerk

15 (Seal)

16 Attachments:
17 Attachment A - Northgate Easement Agreement
18 Attachment B - Pedestrian Bridge Easement Agreement
19 Attachment C - Trail Lease



20190725000613

EASEMENT Rec: \$111.50
7/25/2019 10:35 AM
KING COUNTY, WA

Upon Recording,
Please Return To:

Seattle Department of Transportation
P.O. Box 34996
Seattle, WA 98124-4996
Attn: Amanda Tse/Mary Jung

EXCISE TAX NOT REQUIRED
King Co. Records Division
By [Signature], Deputy

NORTHGATE EASEMENT AGREEMENT

Reference #s of Documents Released or Assigned: none

Grantor: State of Washington, State Board for Community and Technical Colleges

Grantee: The City of Seattle, a Municipal Corporation of the State of Washington

Legal Description (abbreviated): ... Ptn of THOSE PORS OF E ½ SEC 31-26-04 OF W ½ SEC 32-26-04; LOTS 8 THRU 14 MERIDIAN AVE ACRES OF BLK 2 HAWKES ADD; OF BLK 2 ERICKSONS IMPROVED ADD OF BLKS 1 THRU 7 BURKE & FARRARS LICTON SPRINGS GARDENS; OF HOMELAND ADD AND OF PHILLIPS ADD LY W OF PRIMARY ST HWY #1 S OF N 103RD ST; EAST OF COLLEGE WAY N (BURKE AVE) & N OF N 92ND ST; TGW ALL VACATED STS LY WITHIN LY WLY OF PSH #1, King County, WA

Assessor's Tax Parcel ID#: Portion of 322604-9021

T2014-52A

RECITALS

A. The City of Seattle (City) wishes to develop a pedestrian bridge over Interstate 5 (I-5) with a linking trail to improve connections within the Northgate community. This project is herein referred to as the "Bridge and Trail Project."

B. The pedestrian bridge would connect a future light rail station on the east side of I-5 to the property of the State of Washington, State Board for Community and Technical Colleges (SBCTC), held on half of the North Seattle College (NSC) on the west side of I-5.

C. The pedestrian trail would extend from the bridge landing on the west side of I-5 across the SBCTC's property that is part of the NSC campus to College Way N. and N. 100th Street.

D. The SBCTC and the City have agreed to following terms, conditions, and covenants of this Northgate Easement Agreement (Easement) for an easement across the land of the SBCTC for this Bridge and Trail Project.

1. Grant of Easement and Description. State of Washington, State Board for Community and Technical Colleges, on Behalf of North Seattle College (Grantor), for and in consideration of mutual and offsetting benefits, other valuable consideration and the covenants and promises of the City hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, hereby convey(s) and warrant(s) to the City of Seattle, on behalf of the Seattle Department of Transportation (Grantee), a bike and pedestrian path and aerial bridge easement (Easement) over, under, through, across, and along the following described property hereinafter "Easement Area" in Seattle, King County, Washington:

EASEMENT AREA DESCRIBED IN EXHIBIT "A" ATTACHED, WHICH IS A PORTION OF THE LARGER PROPERTY DESCRIBED IN EXHIBIT "B".

The term "Easement Area" used in the Easement includes, without limitation, all facilities, improvements, and fixtures of any nature that are present in or on the Easement Area at any time during the duration of the Easement.

2. Purpose of Easement and Grantee Rights.

- a.** Grantee shall have the right to use the Easement Area for the purpose of constructing, installing, reconstructing, repairing, maintaining, improving, replacing, and operating a bike and pedestrian path and aerial bridge, columns, foundations, drainage systems, retaining walls, slopes, lighting/illumination, bike/pedestrian signal systems, landscaping, irrigation systems, utility and franchise utilities subject to all applicable municipal, local, state, and federal codes, laws, and regulations and all necessary connections and appurtenances thereto including, but not limited to water, sanitary sewer and storm drainage systems, gas and electrical systems, vaults, meters, manholes, hydrants, and communication cables.
- b.** Grantee shall have the right to enter the Easement Area to remove impediments and alter said area as required for the above purpose, together with the right to inspect and to construct, maintain, repair and replace aerial structures within the Easement Area.
- c.** Grantee shall have the right to access the Easement Area across Grantor's property to enable Grantee to exercise its rights under this Easement.
- d.** Grantee shall have the right to access adjacent SBCTC property in addition to that depicted in Exhibit "A", as determined by the Grantee, for the purpose of removing and/or trimming trees and vegetation that are within ten (10) feet of the bike and pedestrian path and the aerial bridge which otherwise pose a risk or danger related to the use of the bike and pedestrian path and bridge.

- e. Grantee shall have the right to access adjacent SBCTC property in addition to that depicted in Exhibit "A", as determined by the Grantee, for the purpose of wetland mitigation activities, including any maintenance or monitoring required under permits for the Bridge and Trail Project.

3. **Grantee's Obligations to Coordinate Access and Repair Damage.** The Grantee shall minimize, to the extent reasonably practical, any interference with NSC operations from its use of the Easement Area and its access to the SBCTC property outside of the Easement Area. Prior to and during such access, Grantee shall coordinate with the NSC any access to minimize such interference. Grantee shall repair any damage(s) to Grantor's property resulting from such Grantee's access and compensate Grantor for any cost(s) Grantor reasonably incurs resulting from such damage(s) and the value of any residual damage(s) that Grantee is unable to reasonably cure.

4. **Grantee's Exclusive Obligation to Maintain and Repair the Easement Area.** Except insofar as Grantor through an affirmative act of negligence or willful misconduct causes damage to the Easement Area, Grantee shall have the exclusive obligation at its sole expense to maintain and repair the Easement Area so as to provide usable and safe conditions in compliance with all applicable codes, laws, and regulations during the term of this Easement and Grantor shall have no obligation to maintain or repair the Easement Area. Subject to this exception, for purposes of the Indemnification below, no negligence of Grantor may be predicated directly or indirectly on the Grantor's alleged acts or omissions with respect to maintenance or repair of the Easement Area, including without limitation the presence of leaves, roots, debris, fallen vegetative material, overhanging branches, and overgrown vegetation in the Easement Area.

5. **Grantor's Right to Use of Easement Area.** Grantor shall retain the right to use said Easement Area so long as said use does not unreasonably interfere with the Easement rights being conveyed herein. In no event may Grantor construct permanent structures or store flammable, explosive, or hazardous materials within the Easement Area. No obstructions of any kind shall be allowed within five (5) feet of Grantee's aerial bridge or appurtenances thereto. The Grantor shall make no use of the Easement Area above the aerial bridge structure, or within five (5) feet from the bottom of the aerial bridge structure.

6. **Term and Non-use Resulting in Termination.** This Easement shall be effective upon the date of its mutual execution by the parties. Thereafter, this Easement shall remain in effect for so long as it is used for the purposes described herein. Among other conditions of non-use that may result in termination, non-use that results in termination shall be deemed to have conclusively occurred if authorized use ceases for a period greater than twenty-four (24) months without a fixed and determined plan approved by the Seattle City Council to resume authorized use within thirty-six (36) months. Provided, the Grantor will not unreasonably withhold consent to an extension if timely requested prior to the deadline and reasonably required due to a disaster or force majeure event for which the City is not responsible. Upon termination, the Grantee must restore the Easement Area to the

condition insofar as practicable that existed prior to effective date of this Easement; provided, the Grantor may waive such restoration requirement as to the entire Easement Area or any part thereof or facility thereon. Grantee intends to commence construction in 2019; however, delay in commencement of construction shall not be deemed to be non-use resulting in termination.

7. **Indemnification.** To the fullest extent permitted by law, including RCW 35.32A.090, Grantee shall indemnify and defend with counsel appointed as a special assistant attorney general and save Grantor harmless from and against any and all liability, loss, damage, expense, actions and claims, resulting or arising in part or whole, directly or indirectly from any use or condition of the Easement Area or from any act or omission relating to the Easement Area of the Grantee, its employees, or agents for whom it is vicariously liable. Grantee shall pay Grantor's attorney's fees and/or legal costs and expenses only if Grantor incurs attorney's fees and/or legal costs and expenses as a result of Grantee's breach of its obligation to defend under this Easement Agreement. Provided, nothing herein shall require the Grantee to defend or indemnify the Grantor against and hold harmless the Grantor from claims, demands or suits based solely upon the negligence of the Grantor, its employees and/or agents for whom the Grantor is vicariously liable. Provided further, if such claims or suits are caused by or result from the concurrent negligence of (a) the Grantee, its employees and/or agents for whom it is vicariously liable and (b) the Grantor, its employees and/or agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the negligence of the Grantee, its employees, and/or agents for whom it is vicariously liable.

8. **Cost-Sharing for Increased Parking Costs to NSC.** To minimize reasonably anticipated or experienced impacts to the NSC lot adjacent to the Easement Area, the NSC shall have the option to purchase and install new parking infrastructure or parking control equipment for use in this parking lot. The Grantee shall reimburse the Grantor for 50 percent of the total reasonable costs and expenses of such purchase and installation (if any) or \$300,000, whichever is less, provided the Grantor invoices Grantee for its share of such purchase and installation costs no later than three years after the opening of the bike and pedestrian path and aerial bridge. Grantee shall pay such reimbursement within ninety (90) days following the NSC's submission of an invoice identifying such costs and expenses. The parties agree to binding arbitration of any dispute under this section as provided for below.

9. **Mediation of Disputes.** Except as otherwise provided in this Easement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in a mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. The parties agree that mediation shall precede any action in arbitration, or any other judicial or quasi-judicial tribunal, except as provided in this easement. Nothing in this easement shall be construed to limit

the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a dispute resolution board, or arbitration.

10. Arbitration of Disputes. In the event that a dispute should arise under this Easement, the dispute shall be submitted to arbitration in the following manner:


- a. The party seeking arbitration shall submit to the other party a statement of the issue(s) to be arbitrated and shall designate such party's nominated arbitrator.
- b. The responding party shall respond with any additional or counter statement of the issue(s) to be arbitrated and shall designate the such party's nominated arbitrator within fourteen (14) days of receipt of the initial notice.
- c. The two arbitrators thus nominated shall proceed promptly to select a third arbitrator.
- d. The arbitrators shall, as promptly as the circumstances allow and within a time established by a majority vote of the arbitrators, conduct a hearing on the issues submitted to them, and shall render their decision in writing.
- e. Any decision as to procedure or substance made by a majority of the arbitration panel shall be binding.
- f. A decision by a majority of the arbitrators on any issue submitted shall be the decision of the arbitration panel as to that issue.
- g. The arbitrators have authority to award costs to either party in accordance with the merits and good faith of the positions asserted by the parties.
- h. In lieu of appointing three arbitrators in the manner set forth above, the parties may, by agreement, designate a single arbitrator.
- i. Except as provided herein, the arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association and the statutes of the State of Washington pertaining to binding arbitration.

11. Grantee Responsible for ADA Compliance and Liability. Grantee shall have exclusive responsibility to construct and maintain all improvements, facilities, and other aspects of the Easement Area in compliance with the Americans with Disabilities Act including any amendments, Section 504 of the Rehabilitation Act including any amendments, and any similar state law requirements, except insofar as Grantor through an affirmative act of negligence or willful misconduct causes damage to the Easement Area that causes a violation of any of the above legal requirements. Grantee shall not be responsible for construction, maintenance, or compliance with the ADA or Section 504 of

the Rehabilitation Act for any improvements or facilities outside of the Easement Area or for any improvements or facilities that Grantor constructs within the Easement Area.

12. Running Covenant and Binding Effect. This easement shall be a covenant running with the land and shall forever bind Grantor and its successors and assigns and the Grantee and its successors and assigns.

STATE OF WASHINGTON, State Board for Community and Technical Colleges, on behalf of North Seattle College

By:  _____
Name: Jan Yoshiwara
Its: Executive Director

Signed this 28 day of February, 2019

**EXHIBIT A
PEDESTRIAN BRIDGE AND WALKWAY EASEMENT**

LEGAL DESCRIPTION:

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32, AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND MONUMENT AT THE CENTERLINE OF N 100TH STREET AND COLLEGE WAY;
THENCE NORTH 85°34'28" EAST 81.43 FEET TO THE EASTERLY MARGIN OF COLLEGE WAY AND THE TRUE POINT OF BEGINNING;
THENCE FOLLOWING SAID MARGIN NORTHERLY ALONG A CURVE TO THE RIGHT THE CENTER OF WHICH BEARS SOUTH 88°03'44" EAST 390.79 FEET, THROUGH A CENTRAL ANGLE OF 4°12'06" FOR AN ARC LENGTH OF 28.66 FEET;
THENCE SOUTH 88°40'50" EAST 59.90 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 813.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 4°51'28" FOR AN ARC LENGTH OF 68.93 FEET;
THENCE SOUTH 83°49'22" EAST 83.01 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 787.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 4°26'47" FOR AN ARC LENGTH OF 61.07 FEET;
THENCE SOUTH 88°16'09" EAST 92.08 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 183.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 41°02'57" FOR AN ARC LENGTH OF 131.11 FEET;
THENCE SOUTH 47°13'12" EAST 8.90 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 157.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 41°02'57" FOR AN ARC LENGTH OF 112.48 FEET;
THENCE SOUTH 88°16'09" EAST 79.29 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1,187.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 5°25'36" FOR AN ARC LENGTH OF 112.42 FEET;
THENCE NORTH 86°16'37" EAST 237.21 FEET TO THE WESTERLY MARGIN OF SR 5 SEATTLE FREEWAY AT A POINT 190.00 FEET LEFT OF CENTERLINE STATION 26+32.28;
THENCE SOUTHERLY ALONG SAID MARGIN ALONG A CURVE TO THE LEFT THE RADIUS OF WHICH BEARS SOUTH 89°03'58" EAST 4,009.72 FEET THROUGH A CENTRAL ANGLE OF 00°22'21" FOR AN ARC LENGTH OF 26.08 FEET TO A POINT 190.00 FEET LEFT OF CENTERLINE STATION 26+07.44;
THENCE SOUTH 86°06'36" WEST 33.12 FEET;

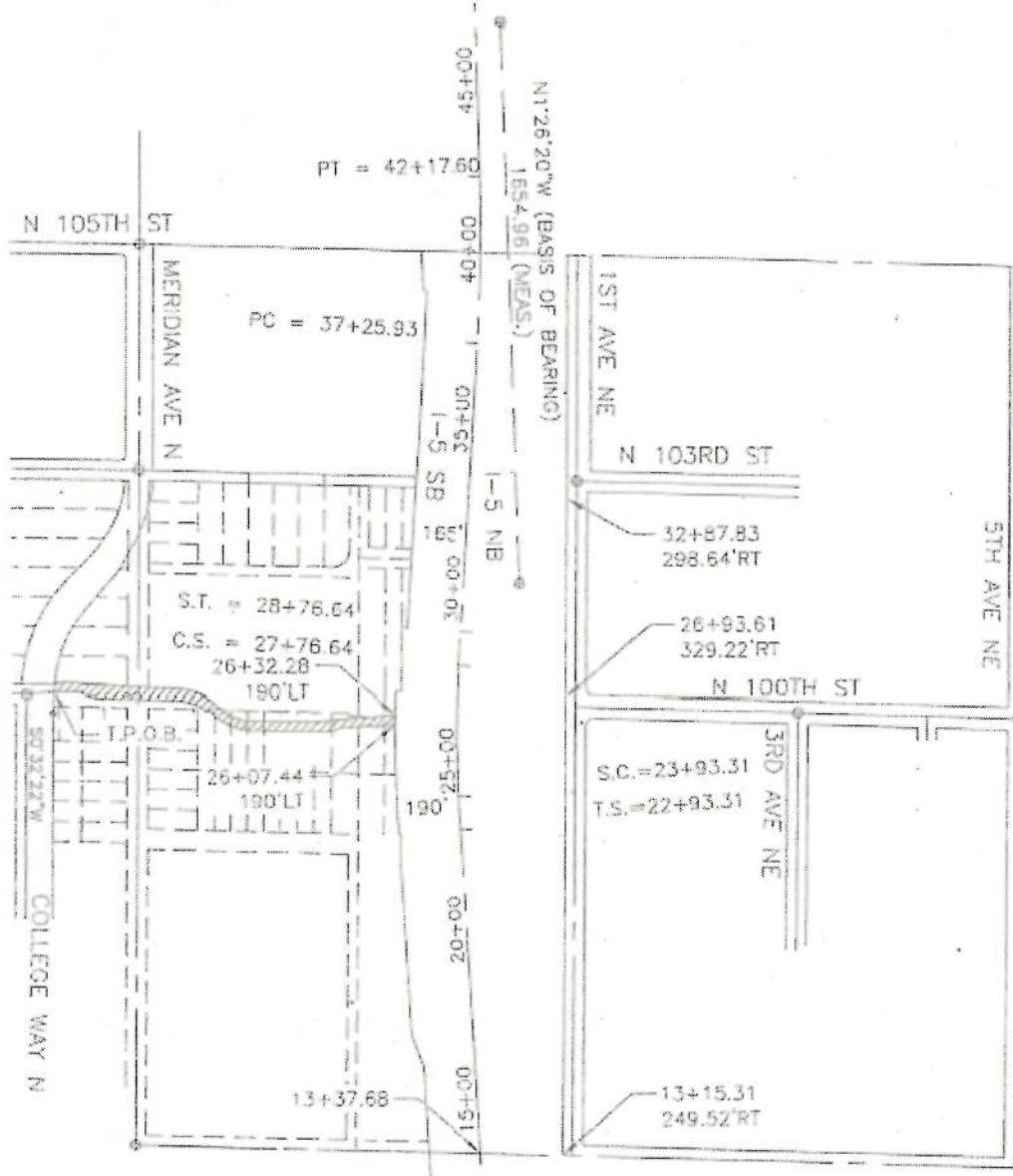
THENCE SOUTH 72°22'17" WEST 12.95 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 27°51'56" FOR AN ARC LENGTH OF 14.59 FEET;
THENCE NORTH 79°45'47" WEST 12.95 FEET;
THENCE SOUTH 86°18'15" WEST 103.06 FEET;
THENCE SOUTH 54°09'07" WEST 10.10 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 36°32'35" FOR AN ARC LENGTH OF 6.38 FEET;
THENCE NORTH 89°18'17" WEST 120.08 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 1,213.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 1°53'07" FOR AN ARC LENGTH OF 39.91 FEET;
THENCE NORTH 88°16'09" WEST 79.29 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 183.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 41°02'57" FOR AN ARC LENGTH OF 131.11 FEET;
THENCE NORTH 47°13'12" WEST 8.90 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 157.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 2°50'27" FOR AN ARC LENGTH OF 7.78 FEET;
THENCE SOUTH 46°13'55" WEST 7.79 FEET PERPENDICULAR TO A CURVE TO THE LEFT HAVING A RADIUS OF 84.00 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°32'21" FOR AN ARC LENGTH OF 35.98 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 193.75 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 20°04'39" FOR AN ARC LENGTH OF 67.89 FEET;
THENCE NORTH 88°24'50" WEST 228.28 FEET;
THENCE NORTH 74°33'57" WEST 48.86 FEET;
THENCE NORTH 2°39'23" EAST 6.15 FEET;
THENCE NORTH 88°35'48" WEST 85.03 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 31,899 SQUARE FEET, MORE OR LESS.

SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.



PEDESTRIAN BRIDGE AND WALKWAY EASEMENT



Seattle
Department of
Transportation

NW 1/4 SECTION 32,
TWP 26 N, RGE 4 E, W.M.

SCALE: 1" = 500' FILE: \18422-SPU EXH.DWG DATE: 1/8/19 WRH PROJ. NO.: 18422.12

EXHIBIT B

LEGAL DESCRIPTION OF THE NORTH SEATTLE COLLEGE PROPERTY –
KING COUNTY PARCEL NO. 322604-9021

THOSE PORTIONS OF THE EAST ½ OF SECTION 31, TOWNSHIP 26 NORTH, RANGE 4 EAST AND OF THE WEST ½ OF SECTION 32, TOWNSHIP 26 NORTH, RANGE 4 EAST, CONSISTING OF LOTS 8 THROUGH 14 MERIDIAN AVENUE ACRES OF BLOCK 2 HAWKES ADDITION; OF BLOCK 2 OF ERICKSONS IMPROVED ADDITION; OF BLOCK 1 THROUGH 7 BURKE AND FARRARS LICTON SPRINGS GARDENS; OF HOMELAND ADDITION; AND OF PHILLIPS ADDITION LYING WEST OF PRIMARY STATE HIGHWAY (PSH) #1, SOUTH OF NORTH 103RD STREET; EAST OF COLLEGE WAY NORTH (BURKE AVENUE) AND NORTH OF 92ND STREET; TOGETHER WITH ALL VACATED STREETS LYING WITHIN AND WESTERLY OF PSH #1.

Record Date:5/11/2021 3:46 PM

Electronically Recorded King County, WA

Return Address:

Seattle Department of Transportation

700 5th Ave, Suite #3900

Seattle, WA 98104

Attn: Eric Strauch

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document **must** be filled in)

- 1. Pedestrian Bridge Easement Agreement 2. _____
- 3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document , I am rerecording this document because of margin errors on instrument # 20210505002682

Grantor(s) Exactly as name(s) appear on document

- 1. Central Puget Sound Regional Transit Authority , _____
- 2. _____ , _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

- 1. The City of Seattle , _____
- 2. _____ , _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Shown on page 1 of 18

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

assigned 322604-9577

Assessor Tax # not yet

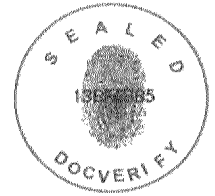
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Barret Aldrich

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements



SDOT Ped Bridge Permanent Easement_041221_Legal signed_RON.pdf

DocVerify ID: 13BFB885-9F4D-4BC6-B557-BF15A56C00B4
Created: April 14, 2021 12:22:41 -8:00
Pages: 18
Remote Notary: Yes / State: WA

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Go to www.docverify.com at any time to verify or validate the authenticity and integrity of this or any other DocVerify VeriVaulted document.

E-Signature Summary

E-Signature 1: Kimberly A Farley (KAF)
April 14, 2021 13:06:02 -8:00 [B075CEEFFE56] [73.239.251.202]
kimberly.farley@soundtransit.org (Principal) (Personally Known)

E-Signature Notary: Amy Lewis (amy)
April 14, 2021 13:06:02 -8:00 [325080AD9EE6] [75.172.143.70]
amy.lewis@contractlandstaff.com
I, Amy Lewis, did witness the participants named above electronically sign this document.



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AFTER RECORDING RETURN TO:

Seattle Department of Transportation
Attn: Eric Strauch
700 5th Ave, Suite #3900, Seattle, WA 98104
Phone: 206-233-7208
Email: Eric.strauch@seattle.gov

Seattle Department of Transportation
P.O. Box 34996, Seattle, WA 98124

Document Title: Pedestrian Bridge Easement Agreement
Grantor: Central Puget Sound Regional Transit Authority
Grantee: The City of Seattle
Legal description: E 103.96 FT OF W 133.96 FT OF S 530 FT OF N 560 FT OF SW 1/4 OF NE 1/4 OF NW 1/4 STR 32-26-04 AND THE W 103.96 FT, MEAS FR E MGN OF 1ST AVE NE, OF LOT A, SEATTLE BLA# 8801045 REC# 8908150721, TGW POR VAC NE 100TH ST ADJ AS VACATED UNDER SEATTLE ORD # 114943;TGW POR NW 1/4 OF NE 1/4 OF NW 1/4 STR 32-26-04 DAF: BEG AT NXN OF THE E MGN OF 1ST AVE NE AND N MGN OF NE 103RD ST; TH N 00-36-30 E ALG SD E MGN 20 FT; TH S 54-55-41 E 18.19 FT; TH S 88-16 18 E PLW SD N MGN 20 FT; TH S 00- 36-30 W PLW SD E MGN 10 FT TO SD N MGN; TH N 88-16-18 W ALG SD N MGN 35 FT TO POB PER REC# 20180723001450
Assessor's Property Tax Parcel Number: 3226049577

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PEDESTRIAN BRIDGE EASEMENT AGREEMENT

This Pedestrian Bridge Easement Agreement (this "Agreement") is made this 2nd day of April, 2021, between Central Puget Sound Regional Transit Authority, a Regional Transit Authority under the laws of the State of Washington, hereinafter referred to as "Grantor" or "Sound Transit", and The City of Seattle, by and through its Department of Transportation (SDOT), hereinafter referred to as "Grantee".

RECITALS

- A. Sound Transit is a regional transit authority authorized by Chapter 81.104 and 81.112 RCW and a vote of the people to implement a high capacity transportation system.
- B. Sound Transit owns certain real property legally described on **Exhibit A** hereto (the "Property").
- C. Sound Transit has constructed portions of the Link Light Rail System and related transit station improvements on the Property, including its Northgate Link Light Rail Station (the "Northgate Station").
- D. Grantee has constructed a pedestrian bridge (the "Pedestrian Bridge") that directly abuts the Northgate Station, the purpose of which is to provide pedestrian and bicycle access to the Northgate Station from across the adjacent Interstate-5 corridor. The Pedestrian Bridge is owned by Grantee and, per that certain 'Funding and Cooperative Agreement' by and between Grantee and Sound Transit dated March 3, 2020, shall be fully maintained by Grantee until such time as the Pedestrian Bridge is removed.
- E. Sound Transit has agreed to grant certain easement rights over the Property to Grantee for the location and maintenance of the Pedestrian Bridge in the area depicted and described on **Exhibit B**, including public access rights, air rights to accommodate the bridge structure, and both surface rights and subsurface rights to accommodate the grounded pier on the Property. Detailed drawings of the Pedestrian Bridge components and elevations are attached as **Exhibit C**.
- F. Sound Transit and Grantee agree that providing public access to Northgate Station is of mutual benefit to both parties and that, therefore, no monetary consideration need be exchanged in connection with the easement rights granted herein.

AGREEMENT

THEREFORE, in consideration of the mutual benefits to be derived and in consideration of the performance of the covenants, terms and conditions hereinafter set forth, Sound Transit hereby grants and conveys to Grantee the following easement:

A non-exclusive easement (the "Easement") upon, over, and across the portion of the Property depicted and described on Exhibit B hereto (the "Easement Area")



for the purposes and uses listed below, together with the right of ingress to and egress from the Property.

The Easement is granted subject to and conditioned upon the following terms, conditions and covenants:

1. Purposes. Grantee shall use the Easement for the purpose of providing members of the general public with pedestrian and bicycle access across the Property to and from the Northgate Station. Grantee shall have air rights over and across the Property for construction, maintenance, operation, use, repair, and replacement of the Pedestrian Bridge structure, including without limitation the bridge decks, hand rail, and slide plates and all components appurtenant thereto as depicted on Exhibit B hereto. Grantee shall have surface rights and subsurface rights for construction, maintenance, operation, use, repair, and replacement of the Pedestrian Bridge's grounded pier as depicted on Exhibits B. Grantee shall not use the Property for any other purpose whatsoever.

2. Use of Easement Area. The following conditions apply to Grantee's occupancy, use, and operations in the Easement Area:

- a. The Pedestrian Bridge shall be constructed and maintained solely within the areas and elevations depicted on Exhibits B and C hereto.
- b. Grantee shall not construct or maintain any permanent structures upon or within the Easement Area other than the Pedestrian Bridge as the same is depicted on Exhibits B and C.
- c. Grantee's use of the Easement Area shall at all times be designed to minimize interference with the normal and safe operations of the Northgate Station, as it now operates and may operate in the future.
- d. Grantee will not permit any party to enter or use the Easement Area for the purpose of repairs, maintenance, or replacement other than Grantee's duly authorized representatives, employees, agents, contractors, and subcontractors (collectively "Representatives"). Grantee will be responsible for its Representatives' compliance with the terms of this Agreement at all times.
- e. Grantee shall provide Sound Transit with written notice of any planned activities within the Easement Area at least thirty (30) calendar days prior to commencing such activities. In the event of an emergency requiring urgent action by Grantee, Grantee shall provide notice to Sound Transit of any potentially disruptive activities within the Easement Area as soon as practicable. Grantee shall provide notice to Sound Transit's Property Management Department by calling 206.398.5152 or via email at

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propertymanagement@soundtransit.org or to such other individual as Sound Transit may subsequently identify in writing to Grantee.

- f. In the event Grantee needs to perform any major repairs, construction, or maintenance in the Easement Area, Grantee shall perform such repairs, construction, or maintenance using either a licensed contractor or Grantee's own forces, and shall coordinate its work schedule with Sound Transit's Property Management Department and Operations Department. Prior to commencing any such work, Grantee shall submit a work plan to Sound Transit for prior approval. Approval of Grantee's work plan shall not be unreasonably withheld, conditioned, or delayed. If the work will be performed by a licensed contractor, Grantee shall require its contractor to sign Grantor's Contractor's Right of Entry Agreement and return the signed original to Sound Transit. Grantee can obtain the Contractor's Right of Entry Agreement from Property Management. Grantee will be responsible for its contractor's compliance with the terms of such Right of Entry Agreement.
- g. Grantee shall be responsible to contact one-number locator service and Sound Transit's Facilities Operations at 206.398.5155 to locate existing underground utilities, transmission lines, and private fiber optics communications lines. Grantee shall be responsible for any damage to any utility caused by Grantee or its Representatives in violation of RCW Chapter 19.122.
- h. Grantee shall be solely responsible for the maintenance, inspection and repair of the Pedestrian Bridge and all appurtenances thereto in the Easement Area on the Property. Grantee will maintain the Pedestrian Bridge in a state of good repair and efficiency so as to avoid damage to the Property. Grantee shall be responsible for and promptly repair any damage to the Property as a result of Grantee's use of the Easement.
- i. Grantee shall not park vehicles or store materials or equipment in the Easement Area; provided, however, that Grantee may store materials or equipment to the extent reasonably necessary or appropriate during performance of maintenance and repair.
- j. General purpose vehicular access/egress shall be maintained at all times to Sound Transit's facilities and operations during any use by Grantee of the Easement Area.
- k. Grantee shall conduct its activities on the Easement Area in a safe manner.
- l. In the event Grantee disturbs or damages the Easement Area, Grantee shall at its sole cost repair or restore the surface of the Easement Area to as good or better condition as existed before such disturbance or damage.

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2. Non-Exclusive. Sound Transit reserves the right to grant other non-exclusive easements, franchises and/or permits across Sound Transit's property; provided, that such easements, franchises or permits shall not permit uses that unreasonably interfere with Grantee's authorized use of the Property and Easement Area under this Agreement or unduly impact Grantee's ability to perform maintenance and repair operations on the Pedestrian Bridge and appurtenances thereto.

3. Insurance. For so long as the Easement remains in effect, Grantee shall maintain, and, in the event of Grantee's construction or repair within the Easement Area, cause its general contractor to maintain, commercial general liability insurance, including riggers liability, if applicable, on an occurrence basis, insuring against claims for personal injury (including, without limitation, bodily injury or death), property damage liability and such other loss or damage from such causes of loss as are embraced by insurance policies of the type known as "Commercial General Liability Insurance," with a combined single limit of not less than \$2,000,000 per occurrence. The commercial general liability insurance shall contain coverage for all premises and operations, broad form property damage and contractual liability (including, to the extent available that specifically assumed herein). The commercial general liability insurance policy required hereunder is intended to cover claims arising out of Grantee's, its general contractor's, and their agents, contractors, employees, licensees, lessees, or subcontractors use of the Property under this Easement and shall (i) name, as an additional insured, Sound Transit and such other parties with an interest in the Property reasonably requested by Sound Transit and (ii) be issued by reputable insurance companies authorized to do business in the State of Washington. Such commercial general liability insurance policy shall be issued as a primary and noncontributory policy only with respect to claims arising out of Grantee's and its agents, contractors, employees, licensees, lessees, or subcontractors use of the Property under this Easement and waive its rights of Subrogation. Upon request, Grantee shall furnish Sound Transit a Certificate of Insurance (COI) and Additional Insured, Primary & Non-Contributory and Waiver of Subrogation Endorsement(s) evidencing that the insurance as required herein is being maintained. The insurance may be maintained in the form of blanket policy covering other locations or other insureds; provided such blanket policy specifically names the Property and the insureds required hereunder and shows the required limits of coverage. Sound Transit reserves the right to reasonably modify the required insurance coverage to reflect the then-current risk management practices and underwriting practices in the insurance industry.

4. Indemnification. To the extent permitted under Washington law, Grantee shall defend, indemnify and hold harmless Sound Transit and its successors, assigns, agents, contractors, subcontractors, tenants, licensees, invitees, and employees (collectively, the "Indemnified Parties") from and against any and all claims, demands, losses, liabilities, damages, actions, proceedings, expenses and costs (including reasonable attorneys' fees) arising out of or resulting from the use of the Property and/or the Easement Area by Grantee and/or its successors, assigns, agents, contractors, subcontractors, employees, guests, invitees, and licensees; provided, however, an Indemnified Party shall not be indemnified to the extent that any such claims, demands, losses, liabilities,

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damages, actions, proceedings, expenses and costs are suffered or incurred by such Indemnified Party as a result of the negligence or willful misconduct of such Indemnified Party, and the foregoing defense, indemnity and hold harmless obligation shall not extend to, and in no event shall Grantee be liable for, any pre-existing hazardous substances in, on or under the Property. Solely for the purpose of effectuating the indemnification obligations hereunder, and not for the benefit of any third parties (including employees of the parties), each party specifically and expressly waives any immunity that may be granted it under applicable federal, state or local worker compensation acts or other employee benefit acts. The parties acknowledge that the foregoing waiver has been specifically and mutually negotiated between the parties.

5. Representations. Grantee will exercise its rights under this Agreement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee expressly acknowledges that Sound Transit makes no guarantees, warranties or representations as to the safety or suitability of the Property for the uses authorized under this Agreement. Grantee acknowledges that Grantee is using the Property in an "as-is and where-is" condition, with all faults and defects, latent and otherwise, and shall assume the risks that adverse physical conditions may not have been revealed by its investigation.
6. Entire Agreement. This Agreement supersedes any prior agreements, arrangements and understandings relating to the subject matter of this Agreement.
7. Amendment. This Agreement may not be amended or modified except in writing signed by each of the parties hereto.
8. Counterparts. This Agreement may be executed in counterparts, which, when taken together, shall constitute one Agreement. However, this Agreement shall not be effective unless and until all counterpart signatures have been obtained.
9. Governing Law. This Agreement shall be governed by the laws of the State of Washington without regard to the conflict of law provisions therein.
10. Venue. Venue for any action pertaining to this Agreement will be in King County Superior Court, Seattle, King County, Washington.
11. Authorized Signature. Each party to this Agreement warrants and represents to the other parties that the individual signing this Agreement on behalf of such party has been duly authorized to execute this Agreement.
12. Covenants Run with the Land. The terms and conditions of this Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, and legal representatives.
13. Survival. The obligations set forth in Section 4 shall survive termination of this Agreement.

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14. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use and maintain the Easement Area for the purposes defined herein for a period of three (3) successive years. In such event, the Easement shall terminate along with all rights hereunder, and any improvements remaining in the Easement Area shall revert to or otherwise become the property of Sound Transit.

[Signature Page Follows]

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In witness whereof, the parties have executed this Agreement as of the date set forth above.

SOUND TRANSIT

CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY

By:  _____
2021.04.12 15:28:26 -0700

Print Name: Kimberly Farley

Title: Chief System Officer

Approved as to Form for Grantor:

By: Paul Moomaw Digitally signed by Paul Moomaw
Date: 2021.04.12 15:28:26 -0700
Name Senior Legal Counsel

GRANTEE

THE CITY OF SEATTLE, by and through THE
DEPARTMENT OF TRANSPORTATION

By:  _____

Print Name: Sam Zimbabwe

Title: DIRECTOR

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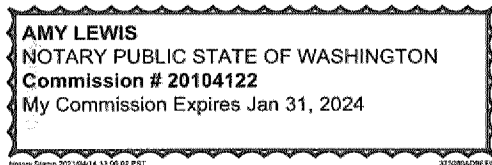
(ACKNOWLEDGEMENT FOR GRANTOR)

STATE OF WASHINGTON)
) ss.
County of King)

On this 14th day of April, 2021, before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn, personally appeared **KIMBERLY FARLEY** to me known to be the **CHIEF SYSTEM OFFICER** of **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, a regional transit authority, the authority that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said authority, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute the same.

This notarial act involved the use of communication technology.

WITNESS my hand and official seal hereto the day and year in this Certificate first above written.



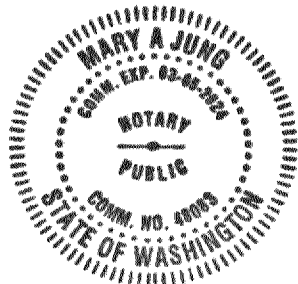
Amy Lewis Notary Public in
and for the State of Washington, residing at King County
My appointment expires January 31, 2024

(ACKNOWLEDGMENT FOR GRANTEE)

STATE OF WASHINGTON)
) ss.
County of King)

On this 22nd day of April, 2021, before me personally appeared Sam Zimlabwe to me known to be the Director of THE CITY OF SEATTLE, DEPARTMENT OF TRANSPORTATION, the authority that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said authority for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS my hand and official seal hereto the day and year in this Certificate first above written.



Mary A. Jung Notary Public in
and for the State of Washington, residing at Seattle, WA
My appointment expires March 5, 2024

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EXHIBIT A
LEGAL DESCRIPTION OF SOUND TRANSIT'S PROPERTY

Parcel # 3226049577

E 103.96 FT OF W 133.96 FT OF S 530 FT OF N 560 FT OF SW 1/4 OF NE 1/4 OF NW 1/4 STR 32-26-04 AND THE W 103.96 FT, MEAS FR E MGN OF 1ST AVE NE, OF LOT A, SEATTLE BLA# 8801045 REC# 8908150721, TGW POR VAC NE 100TH ST ADJ AS VACATED UNDER SEATTLE ORD # 114943;TGW POR NW 1/4 OF NE 1/4 OF NW 1/4 STR 32-26-04 DAF: BEG AT NXN OF THE E MGN OF 1ST AVE NE AND N MGN OF NE 103RD ST; TH N 00-36-30 E ALG SD E MGN 20 FT; TH S 54-55-41 E 18.19 FT; TH S 88-16 18 E PLW SD N MGN 20 FT; TH S 00- 36-30 W PLW SD E MGN 10 FT TO SD N MGN; TH N 88-16-18 W ALG SD N MGN 35 FT TO POB PER REC# 20180723001450

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EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT
AREA FROM TAX PARCEL NO. 3226049577

A pedestrian bridge easement across a portion of the below described PARCEL A, being further described as follows:

Beginning at the Northwest corner of said PARCEL A, said point of beginning also being the intersection of the east margin of 1st Avenue Northeast and the south margin of Northeast 103rd Street; thence along said east margin South 00°36'30" West, 191.17 feet to the TRUE POINT OF BEGINNING; thence leaving said east margin South 89°23'32" East, 18.10 feet; thence South 00°36'28" West, 19.00 feet; thence North 89°23'32" West, 18.10 feet to said east margin of 1st Avenue Northeast; thence along said east margin North 00°36'30" East, 19.00 feet to the TRUE POINT OF BEGINNING,

Containing 344 square Feet, more or less.

TOGETHER WITH

An aerial easement for pedestrian bridge purposes, being the vertical air space over, above and contained within the above described perimeter of that portion of the below described PARCEL A, more particularly described as follows:

The bottom plane of the vertical space contained within the herein described easement shall be at the nominal finished ground surface, assumed to be at an elevation of 250 feet, the top plane shall be at an elevation of 285 feet,

Vertical Datum is NAVD88.

PARCEL A

THE EAST 103.96 FEET OF THE WEST 133.96 FEET OF THE SOUTH 530 FEET OF THE NORTH 560 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 26 NORTH,

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EXHIBIT B - CONTINUED

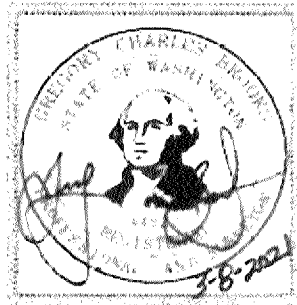
RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; AND THE WEST 103.96 FEET, MEASURED FROM THE EAST MARGIN OF 1ST AVENUE NORTHEAST, OF LOT A, CITY OF SEATTLE BOUNDARY LINE ADJUSTMENT NUMBER 8801045, RECORDED UNDER RECORDING NUMBER 8908150721, IN KING COUNTY, WASHINGTON, TOGETHER WITH THE PORTION OF VACATED NORTHEAST 100TH STREET ADJOINING AS VACATED UNDER CITY OF SEATTLE ORDINANCE NUMBER 114943; AND

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST MARGIN OF 1ST AVENUE NORTHEAST AND THE NORTH MARGIN OF NORTHEAST 103RD STREET; THENCE NORTH 00°36'30" EAST ALONG SAID EAST MARGIN 20.00 FEET; THENCE SOUTH 54°55'41" EAST 18.19 FEET; THENCE SOUTH 88°16'18" EAST PARALLEL WITH SAID NORTH MARGIN 20.00 FEET; THENCE SOUTH 00°36'30" WEST PARALLEL WITH SAID EAST MARGIN 10.00 FEET TO SAID NORTH MARGIN;

THENCE NORTH 88°16'18" WEST ALONG SAID NORTH MARGIN 35.00 FEET TO THE POINT OF BEGINNING.

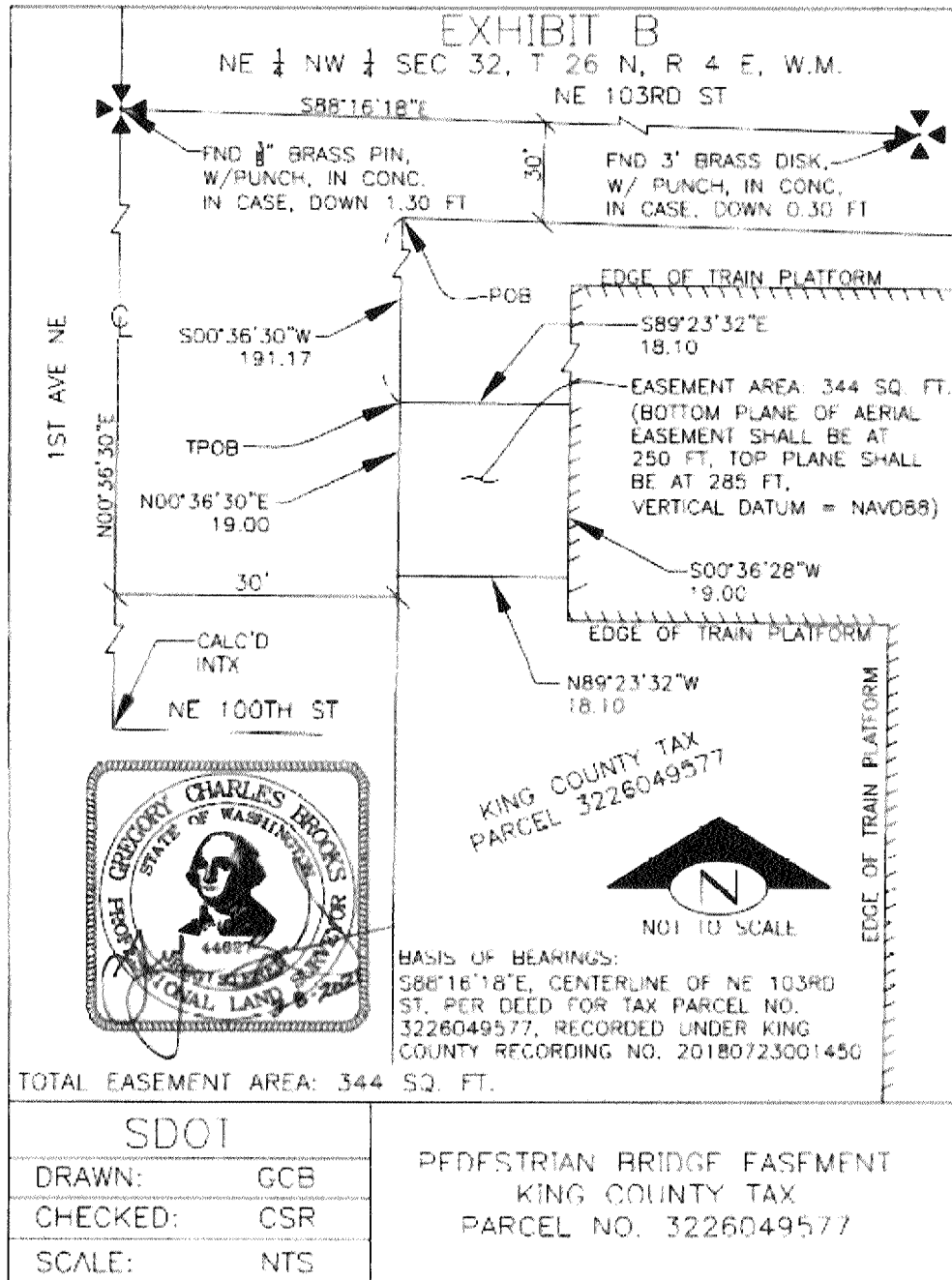
PER DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 20180723001450, RECORDS OF KING COUNTY, WASHINGTON.



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EXHIBIT B - CONTINUED



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EXHIBIT C
1 of 5
DEPICTIONS OF EASEMENT AREAS
GROUNDING PIER PLAN AND ELEVATIONS:

STATE LAW REQUIRES ALL DOCUMENTS BE CONVERTED TO MICROFILM ONCE RECORDED. PHOTOS, SMALL FONT, DETAILED MAPS, NONSTANDARD PAGE SIZES, COLOR AND SHADING CANNOT BE REPRODUCED VIA MICROFILM AND THEREFORE CANNOT BE RECORDED. A COMPLETE VERSION OF THIS AGREEMENT, INCLUDING EXHIBITS CAN BE FOUND WITH THE CITY CLERKS OFFICE UNDER FILE NO. 321952

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EXHIBIT C
2 of 5
DEPICTIONS OF EASEMENT AREAS CONT'D

STATE LAW REQUIRES ALL DOCUMENTS BE CONVERTED TO MICROFILM ONCE RECORDED. PHOTOS, SMALL FONT, DETAILED MAPS, NONSTANDARD PAGE SIZES, COLOR AND SHADING CANNOT BE REPRODUCED VIA MICROFILM AND THEREFORE CANNOT BE RECORDED. A COMPLETE VERSION OF THIS AGREEMENT, INCLUDING EXHIBITS CAN BE FOUND WITH THE CITY CLERKS OFFICE UNDER FILE NO. 321952

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EXHIBIT C
3 of 5
DEPICTIONS OF EASEMENT AREAS CONT'D
BRIDGE PLAN & ELEVATION:

STATE LAW REQUIRES ALL DOCUMENTS BE CONVERTED TO MICROFILM ONCE RECORDED. PHOTOS, SMALL FONT, DETAILED MAPS, NONSTANDARD PAGE SIZES, COLOR AND SHADING CANNOT BE REPRODUCED VIA MICROFILM AND THEREFORE CANNOT BE RECORDED. A COMPLETE VERSION OF THIS AGREEMENT, INCLUDING EXHIBITS CAN BE FOUND WITH THE CITY CLERKS OFFICE UNDER FILE NO. 321952

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EXHIBIT C
4 of 5
DEPICTIONS OF EASEMENT AREAS CONT'D
SPUR BRIDGE AND HANDRAIL:

STATE LAW REQUIRES ALL DOCUMENTS BE CONVERTED TO MICROFILM ONCE RECORDED. PHOTOS, SMALL FONT, DETAILED MAPS, NONSTANDARD PAGE SIZES, COLOR AND SHADING CANNOT BE REPRODUCED VIA MICROFILM AND THEREFORE CANNOT BE RECORDED. A COMPLETE VERSION OF THIS AGREEMENT, INCLUDING EXHIBITS CAN BE FOUND WITH THE CITY CLERKS OFFICE UNDER FILE NO. 321952

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EXHIBIT C
5 of 5
DEPICTIONS OF EASEMENT AREAS CONT D
SEISMIC JOINT DETAILS:

STATE LAW REQUIRES ALL DOCUMENTS BE CONVERTED TO MICROFILM ONCE RECORDED. PHOTOS, SMALL FONT, DETAILED MAPS, NONSTANDARD PAGE SIZES, COLOR AND SHADING CANNOT BE REPRODUCED VIA MICROFILM AND THEREFORE CANNOT BE RECORDED. A COMPLETE VERSION OF THIS AGREEMENT, INCLUDING EXHIBITS CAN BE FOUND WITH THE CITY CLERKS OFFICE UNDER FILE NO. 321952

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TRAIL LEASE

THIS TRAIL LEASE (this "Lease") is made and entered into by and between the **WASHINGTON STATE DEPARTMENT OF TRANSPORTATION** (hereinafter "WSDOT"), and **THE CITY OF SEATTLE**, a Washington State municipal corporation, by and through its Department of Transportation (hereinafter "TENANT"). WSDOT and TENANT are referred to collectively hereinafter as the "PARTIES".

WHEREAS, the land and premises to be leased are not presently needed exclusively for highway purposes;

WHEREAS, the TENANT desires to construct, operate, and maintain a trail segment under this Lease as part of the TENANT's local comprehensive trail plan and/or a state or federal comprehensive trail plan on an interim use until the land and premises to be leased are needed for a highway purpose;

WHEREAS, a portion of the premises to be leased under this Lease is located adjacent to, over, and upon portions of a WSDOT-owned park and ride lot, commonly known as the North Seattle Park and Ride Lot, but also known as the North Seattle Park and Pool Lot, the Northgate Park and Ride, and the N.E. 100th Street Park and Ride Lot (hereinafter "North Seattle Park and Ride Lot"), located on the east side of the northbound lanes of Interstate 5 in the vicinity of 1st Ave. NE and NE 100th St., Seattle;

WHEREAS, under separate agreement entered into by and between WSDOT and King County Metro ("METRO"), METRO operates and maintains the North Seattle Park and Ride Lot, exclusive of the premises that is leased to TENANT pursuant to this Lease; and

WHEREAS, WSDOT is granted authority to lease property under RCW 47.12.120, and WSDOT deems it to be in the best public interest to enter into this Lease.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PREMISES. WSDOT leases to TENANT, and TENANT hereby leases from WSDOT, the premises located in the Northwest Quarter of Section 32, Township 26 North, Range 4 East, W.M., in the City of Seattle, King County and known to be a portion of the highway right of way of **SR 5, Seattle Freeway E. 75th St. to E. 145th St. highway plan approved June 7th 1960, last modified January 27, 1989**, sheets **6 and 7** of 17 sheets, and as further described and/or shown hachured on **Exhibit A**, attached hereto and by this reference incorporated herein (the "Premises"). The trail to be constructed on the Premises shall be approximately 57,425 square feet.

The Premises shall consist of both the at-grade portions of the trail, the aerial trail and bridge structure, and the portions of right of way under the aerial portions of trail except that the Premises shall not include the right of way lying below the underside of the aerial trail and the underside of the bridge structure that cross over the traveled lanes of Interstate 5 between station points 26+20.57, 189.30'LT and 26+54.12,218.46'RT, and shall also exclude the area between Piers 12 and 13 lying within the North Seattle Park and Ride Lot. The underside of the pedestrian bridge structure and appurtenances located above Interstate 5 shall have a vertical height minimum of no less than 18.2 feet NAVD88 above the paved surface of the underlying Interstate 5 right of way, excepting the location of the pedestrian bridge piers. The aerial portion of the trail and the pedestrian bridge structure laying above the existing North Seattle Park and Lot between piers 12 and 13 shall be no less than 19.5 feet above the paved surface of the paved surface of the lot. SDOT will not be responsible for any portion of property lying below the underside of the aerial trail and bridge structure that overlaps with the area shown as King County Metro Responsibility on **Exhibit D**—Depiction of Cooperative Agreement (CA-01-14339) for the operation and maintenance of the North Seattle Park and Ride Lot. The Vertical Datum is NAVD 88, and the pedestrian bridge structure elevations, along with the pier locations, are shown on **Exhibit B**, attached hereto and by this reference incorporated herein.

2. USE OF PREMISES.

A. No use other than construction, operation, and maintenance of a public pedestrian, bicycle, and other non-motorized vehicle trail and pedestrian bridge (the "Trail Facility") is permitted without the prior written approval of WSDOT. TENANT expressly agrees that it will not charge others to use the Premises. No motorized vehicles will be allowed on the Premises except for TENANT's maintenance vehicles and emergency vehicles responding to an emergency on the Premises. In using the Premises, TENANT shall comply with all applicable statutes, policies, and regulations, including, but not limited to, the Scenic Vistas Act, RCW 47.42 et seq. and WAC 468-66 et seq., heretofore adopted or hereafter promulgated by WSDOT or the state Legislature relative to the location, operation, and maintenance of improvements located on the Premises. No access to the Premises will be constructed or allowed to be constructed by or for TENANT without WSDOT's prior written approval. Direct access to ramps or traveled lanes of state highways is not permitted. All grading and construction plans and any changes thereof are subject to approval by WSDOT.

B. TENANT will not allow third parties to use the Trail Facility as access to private property or improvements. Furthermore, in using the Premises, it is expressly agreed that TENANT shall:

- (1) Comply with all applicable federal, state, and local laws, ordinances, and regulations, including environmental requirements that are in force or which may hereafter be in force; and

(2) Secure all necessary permits and licenses for the use of the Premises authorized in this Lease. TENANT hereby agrees to indemnify, defend and hold harmless WSDOT from all claims or suits resulting from TENANT's failure to comply with such requirements.

C. No signs, other than directional signs or that sign further described under Section D herein, are permitted. WSDOT-owned fences in place at the time of execution of this Lease or relocated to separate the Premises from the traveled roadway will be maintained by WSDOT. Nothing is to be attached by TENANT to WSDOT's fence without prior written approval from WSDOT. If any fence is damaged as a result of the activities authorized by this Lease, TENANT will promptly repair such damage at its own cost to WSDOT's satisfaction.

D. Within thirty (30) calendar days of completion of construction of the Trail Facility, TENANT at its sole expense shall erect and maintain a permanent sign at all entrances to the Trail Facility located on WSDOT right of way, stating as follows:

"This trail is located partially on highway right of way under agreement between the City of Seattle and the Washington State Department of Transportation and partially on property owned by North Seattle College."

E. WSDOT does not warrant that the unconstructed right of way is suitable for TENANT's purposes.

3. TERM. The initial term of this Lease is ten (10) years, commencing on the date of execution of this Lease by WSDOT (the "Commencement Date").

4. RENEWAL. Upon expiration of the initial term, this Lease may be renewed by TENANT for three (3) additional twenty-five (25) year renewal periods (each, a "Renewal Period"), at the discretion of WSDOT; provided that: (A) TENANT is not in default and has not been in default during the term of this Lease; (B) the Premises are not needed for a priority transportation purpose, as determined by WSDOT; (C) TENANT's continued use under this Lease does not impair the safety or operation of WSDOT's highway or facility, as solely determined by WSDOT; and (D) the terms and conditions of this Lease conform to then-existing state policies or practices, laws, regulations, and contracts, or alternatively, TENANT is willing to amend this Lease to bring it into compliance with such policies, practices, laws, regulations, and contracts. The Renewal Period shall be on the same terms and conditions as set forth herein, except as modified by any changes in policies, practices, laws, regulations, or contracts and as reflected in a written amendment signed by both parties. TENANT shall give written notice of its intent to renew this Lease for the Renewal Period(s) not less than ninety (90) calendar days, but not more than six (6) months, prior to the expiration of the initial term or any Renewal Period. If TENANT fails to give such notice during

such period, however, TENANT shall be deemed to have provided notice of its intent to renew this Lease for the Renewal Period.

5. HOLDING OVER. In the event TENANT shall hold over or remain in possession of the Premises with the consent of WSDOT after the expiration of the stated term of this Lease, or any Renewal Period of the term of this Lease, such holding over period or continued possession shall create a tenancy from month-to-month only, upon the same terms and conditions as are set forth herein, provided that WSDOT or TENANT may, in addition to other remedies provided elsewhere herein, terminate this Lease for any reason with not less than thirty (30) calendar days prior written notice.

6. TERMINATION BY WSDOT.

A. WSDOT may terminate this Lease, without penalty or further liability as follows:

(1) Immediately, upon the unauthorized assignment of this Lease by TENANT;

(2) Upon not less than thirty (30) calendar days prior written notice, for failure of TENANT to provide As-Built drawings to WSDOT within sixty (60) calendar days of the date of completion of the Trail Facility; acceptability of the As-Built drawings shall be determined solely by WSDOT, and shall be in compliance with Section 17 "AS BUILT" PLANS of this Lease;

(3) Upon not less than thirty (30) calendar days' prior written notice, if TENANT defaults on any provision in this Lease and has previously been in default under this Lease two (2) times within a six-month period, in which case WSDOT may deem the third default "non-curable;"

(4) Upon not less than thirty (30) calendar days' prior written notice to TENANT, if TENANT defaults on any provision in this Lease and fails to cure such default within that thirty (30) day period, or such longer period as may be reasonably determined by WSDOT, if TENANT is diligently working to cure the default. Waiver or acceptance of any default of the terms of this Lease by WSDOT shall not operate as a release of TENANT's responsibilities for any prior or subsequent default;

(5) Immediately, if TENANT's insurance coverage as required herein lapses for any reason. In such event, WSDOT may, at its option, barricade access to the Premises at TENANT's cost during any such lapse in coverage. TENANT agrees to reimburse WSDOT for the actual direct and related costs of the work required to barricade access to the Premises. Notwithstanding the foregoing, in the reasonable judgment of WSDOT, the Lease will be reinstated immediately upon TENANT

providing evidence of the required insurance coverage within fifteen (15) days of the notice of the lapse in coverage;

(6) Immediately, upon issuance of any court order, legislative action, or governmental agency action having jurisdiction to take such action, which would significantly impair or effectively prohibit TENANT's use of the Premises, in the reasonable judgment of WSDOT;

(7) Immediately, upon written notice, if a receiver is appointed to take possession of TENANT's assets, TENANT makes a general assignment for the benefit of creditors, or TENANT becomes insolvent or takes or suffers action under the Bankruptcy Act;

(8) Upon not less than sixty (60) calendar days' prior written notice, if WSDOT determines that it is in the best interest of WSDOT to terminate this Lease;

(9) Upon not less than thirty (30) calendar days' prior written notice if the Premises has been abandoned, in WSDOT's sole judgment, for a continuous period of one-hundred eighty (180) days (provided that temporary closures required for repairs or maintenance work shall not be deemed an abandonment);

(10) Immediately, if a transportation emergency exists as solely determined by WSDOT. At WSDOT's sole discretion, this Lease may be reinstated once WSDOT no longer requires use of the Premises; or

(11) Upon not less than thirty (30) calendar days' prior written notice, if TENANT (i) does not begin construction of the improvements, as described in Section 2 "Use of Premises" herein within one-hundred twenty (120) calendar days from the Commencement Date of this Lease; (ii) does not complete the work within thirty-six (36) calendar months of the beginning of said construction, or (iii) fails to open the Trail Facility to the public within one-hundred eighty (180) calendar days of completing said construction. WSDOT and TENANT may mutually agree in writing to extend the periods provided under (i), (ii), and/or (iii) to accommodate unforeseen conditions out of the control of either Party, such as, but not limited to, weather, availability of equipment, availability of utilities, public health emergencies requiring temporary cessation of construction, Force Majeure Events (as defined in Section 16) and acts of God.

B. It is hereby acknowledged and agreed that the highway use of the Premises is paramount to any other use, including TENANT's use for a pedestrian, bicycle, and other non-motorized vehicle bridge and trail. If this Lease is terminated by WSDOT under Section 6(A)(8), whether for highway construction or reconstruction or any other reason, and WSDOT is

unable to accommodate the Trail Facility in its current location, and a local, state or federal official or agency with authority concerning use of the land or a court of competent jurisdiction determines that replacement of the Trail Facility is lawfully required, WSDOT will assess its ability to otherwise accommodate such Trail Facility within the highway right of way and amend this Lease accordingly. TENANT hereby agrees that WSDOT will not incur any costs for replacement lands for the Trail Facility, for any reconstruction of the Trail Facility, or for any determination by TENANT not to rebuild the Trail Facility, and to indemnify and hold harmless WSDOT from any and all costs related thereto. TENANT hereby agrees to either remove the Trail Facility or acquire any such necessary replacement lands promptly and at no cost to WSDOT, to reconstruct its Facility at no cost to WSDOT on said replacement lands, and to indemnify and hold harmless WSDOT from any and all costs. WSDOT shall consult with TENANT as part of the planning and design phase of any highway project that would impact TENANT's Trail Facility. WSDOT shall reasonably attempt to plan and design such project in such a manner to avoid interference with TENANT's Trail Facility and the authorized use of the Premises.

C. If upon termination or expiration of this Lease, TENANT fails to remove the Trail Facility and WSDOT determines that it is necessary to continue to maintain the Trail Facility in a safe, operable condition, then TENANT hereby agrees that WSDOT may withhold funds sufficient to reimburse WSDOT for all costs associated with the continued maintenance of said Trail Facility from TENANT's share of any Motor Vehicle Funds or any other funds distributed to TENANT by WSDOT to cover ongoing expenses of trail maintenance and operation.

D. TENANT agrees to pay all costs to barricade or provide other interim safety measures, as directed by WSDOT, if closure of the Trail Facility becomes necessary to facilitate repair, reconstruction, maintenance, or modifications of the highway right of way.

7. TERMINATION BY TENANT. TENANT may terminate this Lease without penalty or further liability as follows:

A. Upon not less than thirty (30) calendar days' prior written notice for any reason; provided that, TENANT shall surrender the Premises as provided under Section 25;

B. Upon not less than thirty (30) calendar days' prior written notice, if WSDOT defaults and fails to cure such default within that thirty (30) day period, or such longer period as may be reasonably determined by TENANT, if WSDOT is diligently working to cure the default; or

C. Immediately upon written notice, if in TENANT's judgment the Premises is destroyed or damaged so as to substantially and adversely affect TENANT's authorized use of the Premises.

8. CONSIDERATION. In lieu of paying economic rent for the Premises, TENANT agrees to provide other specific consideration, which is deemed to be a highway benefit, namely, the separation of motor vehicle traffic from pedestrians and cyclists, which will materially increase motor vehicle safety and increase highway efficiency. Currently, pedestrians and bicyclists use a narrow sidewalk along 1st Avenue NE to traverse this area. There is a busy freeway offramp from northbound Interstate 5 at this location that pedestrians and cyclists must cross. Pedestrians and cyclists in the Northgate area also must cross another on ramp for Interstate 5 at Northgate Way NE and 1st Avenue NE and a busy off ramp from southbound Interstate 5 at Northgate Way NE and Corliss Avenue N. Many people already use the transit facilities located in this area and that number is likely to increase significantly with the opening of the Northgate Link Light Rail Station. The Trail Facility will provide a safe alternative for pedestrians and cyclists who travel to and from the Northgate area, thereby materially increasing the safety of the motoring public and the roadway efficiency of Interstate 5 (I-5) and the surrounding city streets.

9. MAINTENANCE RESPONSIBILITIES.

A. TENANT shall perform or cause to be performed, at its sole expense, all maintenance of the Premises, which shall include, but not be limited to, keeping the Premises in good condition, both as to safety and appearance, to the sole satisfaction of WSDOT. TENANT shall be responsible for weed control, and reconstruction and repair of any or all components of the Trail Facility.

B. In addition, TENANT is responsible for the regular inspection and repair of the Trail Facility. TENANT shall be responsible for all Trail Facility inspection costs, including, but not limited to, materials, equipment, labor, overtime, traffic control, and per diem costs. Condition inspections will be conducted on a cycle to be agreed upon by TENANT and WSDOT's Bridge Maintenance Engineer.

C. TENANT, as owner of the Trail Facility, shall be responsible for all costs to replace or repair all damage to the Trail Facility and appurtenances and/or associated TENANT improvements on the Premises that might adversely affect the Premises, whether caused by TENANT, its employees, invitees, contractors, third parties, and/or acts of God, but not if caused by WSDOT or its employees, invitees, agents or contractors. For the purposes of this Lease, METRO shall not be considered or deemed an employee, invitee, agent or contractor of WSDOT. Any TENANT work, including repair, maintenance, construction or reconstruction, that is related to the safety or structural integrity of the Trail Facility requires WSDOT's prior written approval. WSDOT shall be responsible for first-response activities for damage or impacts to I-5 caused by the location, use, repair, maintenance, construction, reconstruction, and operation of the Trail Facility, including the use of such Facility by pedestrians, bicyclists, and any other user of whatever kind. TENANT agrees to reimburse WSDOT, in accordance with Section 26 below, for

all first-response costs that are a result of TENANT's use of the Premises, including, but not limited to, materials, equipment, labor, overtime, and per diem costs.

D. TENANT shall prevent water draining from the Premises from affecting I-5, including, but not limited to, water from leaking membranes, irrigation systems and/or leaking drainage standpipes. In the event water from the Premises does affect I-5, TENANT will promptly perform repairs to stop such leak(s) or water drainage affecting the I-5 facility. If TENANT fails to perform repairs within 24 hours of receipt of written notice from WSDOT of the leak and/or water drainage, and approval by WSDOT of TENANT's traffic control plan, if traffic control is necessary, or in an emergency as determined solely by WSDOT, WSDOT reserves the right to perform the repairs, and TENANT agrees to reimburse WSDOT, in accordance with Section 26 below, for all costs of said repairs. If WSDOT undertakes any emergency repair, WSDOT shall notify TENANT as soon as reasonably possible under the circumstances.

E. TENANT shall provide WSDOT with traffic control plans for WSDOT review and approval in advance of any proposed work or activity on the Premises which may result in traffic impacts to I-5. WSDOT shall review and approve, modify, or reject the TENANT's plans within fifteen (15) business days after receipt. If WSDOT rejects the plans, WSDOT will cooperatively work with the TENANT to develop acceptable plans. Any long-term impacts or closures to the North Seattle Park and Ride Lot shall be coordinated through WSDOT, be properly permitted, and may require mitigation by TENANT.

F. TENANT warrants that any landscaping planted and maintained on the Premises will not damage, threaten to damage, or otherwise adversely affect any part or component of the WSDOT's highway facility or operation thereof, or adversely affect traffic safety. TENANT warrants that any WSDOT-owned vegetation disturbed as a result of the Trail Facility's operation and maintenance shall be replanted or replaced at TENANT's sole cost and expense, and to the satisfaction of WSDOT. Application of pesticides and herbicides upon the Premises shall be performed by, or under the direct supervision of, TENANT's officers, officials, employees, and/or agents who possess a current Public Operator or Commercial Pesticide Operator license(s). The Washington State Department of Agriculture Pesticide Application records shall be kept by the TENANT for each application in accordance with RCW 17.21 and will be made available for review by WSDOT within five (5) calendar days of records' request.

G. TENANT agrees that it is responsible for the following specific maintenance and operational items, at its sole cost and expense, without further liability to WSDOT:

- (1) Security and law enforcement for the Premises, including, but not limited to, the prompt notification to the police and request for removal of individuals with their possessions, if such individuals are occupying the Premises for any reason other than the intended use of the Trail Facility. For the purpose of this Lease, the

intended use of the Trail Facility is to provide an alternative access route over I-5 for pedestrians and bicyclists using non-motorized modes of transportation. Accordingly, the PARTIES recognize that the Trail Facility occupies limited access right of way and is not the equivalent of a city street;

(2) Graffiti removal from all real and personal property, including all fixtures and attachments, located on the Premises. TENANT shall in no way interfere with highway operations or traffic flow on I-5 when removing graffiti. Inspections for graffiti shall be conducted by TENANT and shall occur no less than once per month;

(3) Litter control on an as-needed basis in accordance with adopted TENANT maintenance standards and practices or upon WSDOT notification and/or inspections;

(4) Sweeping of Premises on an as-needed basis in accordance with adopted TENANT maintenance standards and practices;

(5) Immediate removal from the Premises and disposal of all unauthorized signs, banners, etc., affixed to the Premises, including those related to commercial advertising, political campaigns, and/or protests. If TENANT fails to remove and dispose of said signs, banners, etc., upon receipt of notice from WSDOT, WSDOT reserves the right to perform such work, and TENANT agrees to reimburse WSDOT, in accordance with Section 26 below, for all reasonable costs to remove and dispose of said signs, banners or unauthorized material;

(6) Maintenance of drainage facilities associated with the Trail Facility provided that TENANT will not be responsible for maintaining drainage facilities beyond the point at which such facilities enter WSDOT drainage structures. Said maintenance shall be performed in compliance with the conditions outlined in **Exhibit A** (Stormwater Permit Special Provisions) of the Stormwater Discharge Utility Permit No. S1-18-04 for the Northgate Pedestrian Bridge Construction Agreement GCB 3274 and Trail Lease Agreement (TR-01-13782), incorporated by reference herein. Compliance with the Stormwater Discharge Permit No. S1-18-04 for the Northgate Pedestrian Bridge Construction Agreement GCB 3274 and Trail Lease Agreement (TR-01-13782) shall survive construction for the term specified therein;

(7) TENANT shall be responsible for all landscaping and weed control on the Premises. TENANT agrees to prevent and/or repair any damage to WSDOT's facilities caused by vegetation and/or trees on the Premises. If TENANT fails to

repair said damage within thirty (30) calendar days of receipt of written notice from WSDOT, WSDOT reserves the right to perform such work, and TENANT agrees to reimburse WSDOT for all reasonable costs associated with such work in accordance with Section 26 below.

(8) TENANT shall be responsible for the maintenance of the Premises.

(9) TENANT shall perform the landscape restoration and maintenance requirements outlined and contained in GMB 1173 Plant Entry Establishment Agreement as has been or will be entered into by and between the PARTIES, including any amendments thereto, which by this reference is incorporated herein.

H. If TENANT fails to maintain any and all components of the Premises as provided herein, WSDOT may perform such maintenance after providing the TENANT with thirty (30) calendar days' written notice of such maintenance default, and TENANT agrees to reimburse WSDOT for such maintenance costs in accordance with Section 26, below.

I. It is anticipated that, from time to time, TENANT may need to temporarily enter upon and use part of the North Seattle Park and Ride Lot that is not included within the Premises for maintenance and inspection of the Trail Facility. Except in the event of an emergency, TENANT shall notify METRO and WSDOT of activities that will involve the use of the North Seattle Park and Ride Lot prior to such use. TENANT shall collaborate and coordinate with METRO to facilitate this limited use of said property. TENANT shall contact METRO at parkandride@kingcounty.gov or at such other address as METRO may, from time to time, designate in writing for any activities that will involve the use of the North Seattle Park and Ride. Any such use by TENANT will be accomplished in such a manner as to reasonably minimize any disruption to METRO's operation and maintenance on the North Seattle Park and Ride Lot. In addition, TENANT shall be responsible for prompt repair of any damage to the North Seattle Park and Ride Lot caused by TENANT's use of the North Seattle Park and Ride Lot. Notwithstanding the foregoing, WSDOT acknowledges and agrees that TENANT and METRO may enter into a separate written agreement outlining specific terms and conditions of TENANT's access to and use of the North Seattle Park and Ride Lot, which agreement may be amended from time to time or replaced with a substitute agreement providing access to and use of the North Seattle Park and Ride Lot for the purposes described in this Lease. Any such separate agreement, any amendments thereto, and any substitute agreement will be subject to WSDOT's review and approval.

10. ENVIRONMENTAL REQUIREMENTS.

A. TENANT represents, warrants, and agrees that it will conduct its activities on the Premises and lands adjacent thereto in compliance with all applicable Environmental Laws. As used in this Lease, the term "Environmental Laws" means all federal, state, and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders,

decisions, authorizations, or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et. seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., the WSDOT National Pollutant Discharge Elimination System, the State Waste Discharge Municipal Stormwater General Permit, and all applicable Washington or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto, including all amendments and/or revisions to said laws and regulations. It is the responsibility of TENANT to ensure that the functionality of all existing stormwater facilities on the Premises or adjacent lands managed and/or owned by TENANT are maintained in accordance with all applicable Environmental Laws.

B. Toxic or hazardous substances are not allowed on the Premises without the prior express written permission of WSDOT and under such terms and conditions specified by WSDOT. This approval will include WSDOT review and prior written approval of TENANT's or any TENANT contractor's spill prevention and control plan along with WSDOT's approval of the storage location of any toxic or hazardous substance on the Premises. In the event such permission is granted, the disposal of such materials must be done in a legal manner by TENANT according to all Environmental Laws and as outlined in Section 10.A. For the purposes of this Lease, "Hazardous Substances" shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq., and the Washington Model Toxics Control Act, RCW 70.105D et seq., and shall include gasoline and other petroleum products. "Existing Hazardous Substances" shall mean those Hazardous Substances existing on the Premises as of the Commencement Date of this Lease that are not WSDOT Hazardous Substances. "WSDOT Hazardous Substances" shall mean those Hazardous Substances (a) that have been released on the Premises by WSDOT, its employees, contractors, subcontractors or agents, either before or after the Commencement Date; (b) that have been released or have the potential to be released as a result of WSDOT's activities or operations on the Premises either before or after the Commencement Date; or (c) that have been released or have the potential to be released as a result of WSDOT's use, handling, storage, disposal, transportation, generation and/or sale of Hazardous Substances on the Premises, regardless of when they were or may have been released on the Premises.

C. TENANT agrees to cooperate in any environmental investigations conducted by WSDOT's staff or independent third parties where there is evidence of a release or potential release of Hazardous Substances on the Premises, or where WSDOT is directed to conduct such audit by an agency or agencies having jurisdiction. TENANT will reimburse WSDOT for the reasonable Cost of such investigations only to the extent the need for said investigation is determined to arise out of TENANT's operations. TENANT will provide WSDOT with notice of any inspections of

the Premises, notices of violations, and orders to clean up Hazardous Substances. TENANT will permit WSDOT to participate in all settlement or abatement discussions. In the event that TENANT fails to take remedial measures with respect to Hazardous Substances arising out of TENANT's operations as duly directed by a state, federal, or local regulatory agency within ninety (90) calendar days of such notice, WSDOT may elect to perform such work, and TENANT covenants and agrees to reimburse WSDOT for all direct and indirect Costs associated with WSDOT's work where said release of Hazardous Substances is determined to have resulted from TENANT's use of the Premises. For the avoidance of doubt, in no event shall TENANT be responsible for the Costs of any investigations, removal, clean up or remedial measures arising from the presence, release or potential release of WSDOT Hazardous Substances, or arising from the presence, release or potential release of Hazardous Substances not caused by TENANT's operations (except where TENANT has specifically assumed responsibility for such investigations, removal, clean up or remedial measures pursuant to Subsection I below).

WSDOT's right to implement any required actions pursuant to this subparagraph shall not accrue unless and until:

- (1) TENANT's failure to implement remedial measures violates the terms of the direction received from the state, federal, or local regulatory agency;
- (2) WSDOT has provided TENANT with written notice of TENANT's failure to implement the subject remedial measures; and
- (3) TENANT has failed to cure the breach within ten (10) business days of receipt of such written notice, unless the PARTIES agree to an extended cure period.

D. TENANT agrees the use of the Premises shall be such that no hazardous or objectionable smoke, fumes, vapor, odors or discharge of any kind shall rise above the grade of the Premises.

E. For the purposes of this Section 10, "Costs" shall include, but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and reasonable attorneys' fees and other litigation costs incurred in complying with Environmental Laws.

F. To the extent allowed under Washington law, including any limitations under RCW 35.32A.090, TENANT agrees to defend, indemnify, and hold harmless WSDOT from and against any and all claims, causes of action, demands, and liability that arise out of, are caused by or result from TENANT's activities, and the activities of Tenant's agents, contractors, subcontractors, consultants, and the general public, arising out of Tenant's use of the Premises, including, but not limited to, any Costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments, and attorneys' fees associated with the removal or remediation of any Hazardous Substances that have been released, or have the potential to be released on the Premises,

including those that may have migrated from the Premises through water or soil to other properties, including, without limitation, the adjacent WSDOT property, as a result of TENANT's activities on the Premises.

G. To the extent allowed by law, TENANT further agrees to defend, indemnify and hold harmless WSDOT from and against any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any Hazardous Substances or Existing Hazardous Substances removed from the Premises by TENANT or its agents, contractors, subcontractors or consultants. This subsection applies only to Hazardous Substances that were released on the Premises as a result of TENANT's activities and the Existing Hazardous Substances that are disposed of offsite by TENANT or its agents, contractors, subcontractors or consultants pursuant to Subsection I below. This obligation shall not apply with respect to the presence of Hazardous Substances on the Premises that did not result from TENANT's use of the Premises except to the extent that TENANT arranges for the disposal of Existing Hazardous Substances offsite pursuant to Subsection I below.

H. To the extent allowed by law, WSDOT agrees to defend, indemnify, and hold harmless TENANT and TENANT's officers, employees, agents, contractors and subcontractors from and against any and all claims, causes of action, demands, and liability that are caused by or result from the removal or remediation of any WSDOT Hazardous Substances that have been released or have the potential to be released on the Premises, including, but not limited to, any Costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments, and attorneys' fees associated with the presence of WSDOT Hazardous Substances on the Premises, to the extent that such release was not caused by or contributed to by TENANT and TENANT's officers, employees, agents, contractors and subcontractors. WSDOT further agrees to take all remedial measures at the Premises as duly directed by a state, federal, or local regulatory agency, or as required under applicable Environmental Laws, where such obligations result from WSDOT Hazardous Substances. In completing any work required on the Premises in satisfaction of its duties under this Subsection, WSDOT shall not unreasonably interfere with TENANT's use of the Premises. TENANT agrees to cooperate with WSDOT in providing access to the Premises for any such work.

I. Any Costs associated with the investigation, removal, or remediation of Existing Hazardous Substances on the Premises by TENANT, where TENANT's project has disturbed or released said Existing Hazardous Substances, including any increased construction costs, shall be the responsibility of TENANT and not the responsibility of WSDOT. Nothing in this Lease shall limit the ability of TENANT or WSDOT to pursue cost recovery from third parties responsible for release of Hazardous Substances, including Existing Hazardous Substances, on the Premises.

J. To the extent allowed by law, WSDOT shall reimburse TENANT for the Cost of any environmental investigations, disposal, cleanup activities or remedial measures conducted by

TENANT to the extent the need for said investigation resulted from WSDOT Hazardous Substances. WSDOT will provide TENANT with notices of any inspections of the Premises, notices of violations, and orders to clean-up contamination that WSDOT receives from an agency or agencies with jurisdiction. WSDOT will permit TENANT to participate in all settlement or abatement discussions. In the event that WSDOT fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within ninety (90) calendar days of such notice, TENANT may elect to perform such work, and WSDOT covenants and agrees to reimburse TENANT, within sixty (60) calendar days of receipt of TENANT's invoice, for the reasonable direct and indirect Costs associated with TENANT's work. This reimbursement obligation shall not apply, however, to the extent the contamination is determined to have resulted from TENANT's use of the Premises.

TENANT's right to implement any required actions pursuant to this subparagraph shall not accrue unless and until:

- (1) WSDOT's failure to implement remedial measures violates the terms of the direction received from the state, federal, or local regulatory agency;
- (2) TENANT has provided WSDOT with written notice of WSDOT's failure to implement the subject remedial measures; and
- (3) WSDOT has failed to cure its breach within ten (10) business days of receipt of such written notice, unless the PARTIES agree in writing to an extended cure period.

K. WSDOT will obtain TENANT's consent in instances when a third party seeks to use the Premises, except as otherwise provided in Sections 11 and 20 of this Lease, and WSDOT shall require the third party to indemnify, defend and hold harmless TENANT for any Costs associated with the third party's release or potential release of Hazardous Substances on or from the Premises or use, disposal, handling, treatment, storage, or transportation of Hazardous Substances on the Premises. If WSDOT allows a third party to use the Premises, the responsibility for any Costs for Existing Hazardous Substances or WSDOT Hazardous Substances that are not released by TENANT will be determined by applicable law. For the purposes of this Section, a "third party" includes but is not limited to METRO.

L. In the event of any third-party actions related to Existing Hazardous Substances, including private party actions or actions brought by public agencies, except as allowed in Sections 10.F. and 10.G., each Party shall bear its own costs of defense and neither shall be entitled to indemnification or defense by the other Party under this section.

M. The provisions of this Section 10 shall survive the expiration or termination of this Lease.

11. WSDOT'S RESERVATION OF RIGHT TO MAINTAIN/GRANT UTILITY FRANCHISES/PERMITS AND TO LEASE FOR COMPATIBLE PURPOSES.

A. WSDOT reserves the right for utility franchise and permit holders to enter upon the Premises to maintain facilities and, for itself, to grant utility franchises and/or permits within the Premises. Such installation will be accomplished in such a manner as to minimize any disruption to TENANT. The franchise/permit holder will be required to restore paving and grading damaged by the installation to the condition existing prior to installation. WSDOT also reserves the right to withdraw portions of the Premises for uses such as, but not limited to, telecommunications transmission sites, which WSDOT determines to be reasonably compatible with TENANT's authorized use of Premises.

B. TENANT shall not disturb markers installed by a franchise/permit holder and will contact and provide notice to any franchise/permit holder and all owners of underground facilities prior to any excavation. TENANT shall contact WSDOT and call the Underground Utility Locating Service, or its successor organization, as part of its efforts to ascertain any and all owners of underground utility facilities and to locate the utility. TENANT shall not damage legally installed underground utilities. TENANT shall comply with all applicable provisions of RCW 19.122 relating to underground facilities.

C. WSDOT further reserves the right, to the extent reasonably compatible with TENANT's authorized use of the Premises, to install attachments to the bridge structure, including, but not limited to, traffic cameras, state highway signs or notice boards, as well as conduits for fiber optic use. WSDOT and TENANT shall work together in good faith to determine the placement of any such traffic cameras, state highway signs, notice boards and fiber optic conduits to avoid and minimize risk of damage to the structural integrity of the Trail Facility. WSDOT shall work with SDOT structural engineers to perform a bridge load rating report prior to any type of installation on a structural element owned by TENANT as contemplated by this Section 11(C). However, the final determination as to the resolution of any such modifications to the Premises shall be made in WSDOT's sole discretion.

D. Should WSDOT determine that a portion of the Premises may be used for telecommunications purposes, which in WSDOT's determination is reasonably compatible with TENANT's authorized use of the Premises, the PARTIES shall agree to amend the Lease to show that portion of the Premises for said use.

12. USE OF RIGHT OF WAY UNDER/ADJACENT TO STRUCTURE.

A. TENANT agrees to provide protection against vehicular hits or other likely causes of damage arising from TENANT's use of the Premises to all retaining walls and to piers exposed to such potential damage under any elevated highway structure existing beneath the Premises. Such wall and pier protection shall be provided to the satisfaction of WSDOT prior to occupancy.

B. TENANT shall not weld any metal object to any metal member of any metal structure, nor drill or rivet into nor otherwise fasten anything to any pier or beam on any concrete, metal, or wood structure, without WSDOT's specific written approval of detailed drawings for such proposed welding, riveting, drilling, or fastening.

C. TENANT shall, at its own expense and upon prior written approval from WSDOT, make any provisions it deems necessary to protect users of the Trail Facility from any hazards resulting from use and operation of the highway.

13. TAXES/ASSESSMENTS/UTILITIES. TENANT agrees to promptly pay all bills, fees for utilities, including, but not limited to, surcharges, fuel adjustments, rate adjustments and other services supplied to the Premises in addition to the above consideration provided by TENANT. TENANT further agrees to pay all excise and other taxes owing on TENANT's leasehold interest. All assessments, rates, fees, and charges not specifically assumed by WSDOT which benefit TENANT'S leasehold interest (collectively, the "Assessments") are the obligation of and payable by TENANT. Foreclosure of a lien on any delinquent Assessment subjects this Lease to termination by WSDOT as set forth in RCW 79.44.080.

14. WSDOT'S APPROVAL OF DESIGN/CONSTRUCTION. TENANT covenants that any construction on the Premises will not damage, threaten to damage, or otherwise adversely affect any part or element of the highway facility or its operation. WSDOT shall be furnished with one (1) complete set of plans, details, and specifications and revisions thereto for grading and all improvements proposed to be placed on the Premises, and no work shall be done without prior written approval of such plans by WSDOT. All construction work shall be done in conformity with the plans and specifications as approved. WSDOT may take any action necessary, including directing that work be temporarily stopped or directing that additional work be done, to ensure compliance with the plans and specifications, protection of all parts and elements of the highway facility, and compliance with WSDOT's construction and safety standards. The improvements shall be designed and constructed in a manner that will permit WSDOT access to the highway facility for the purposes of inspection, maintenance, and construction, when necessary.

15. LIMITATIONS. TENANT expressly acknowledges and agrees that WSDOT's rights under this Lease to review, comment on, disapprove, and/or accept designs, plans, specifications, work plans, construction, equipment, and installation (a) exist solely for the benefit and protection of WSDOT; (b) do not create or impose upon WSDOT any standard or duty of care toward TENANT, all of which are hereby disclaimed; (c) may not be relied upon by TENANT in determining whether TENANT has satisfied any and all applicable standards and requirements; and (d) may not be asserted, nor may WSDOT's exercise or failure to exercise any such rights be asserted, against WSDOT by TENANT as a defense, legal or equitable, to TENANT's obligation to fulfill such standards and requirements and regardless of any acceptance of work by WSDOT.

16. NON-COMPLETION OF CONSTRUCTION.

A. TENANT shall obtain WSDOT's approval for any modifications of TENANT's construction drawings or construction plans. TENANT shall complete construction of the project according to the approved plans within thirty-six (36) months of commencement of construction, and open the trail to the public within one hundred eighty (180) days following completion of construction, in accordance with Section 6(A)(11) of this Lease, subject to the occurrence of a Force Majeure Event.

B. For the purposes of this Lease, the term "Force Majeure Event" shall mean any act or event that prevents the TENANT from commencing or completing construction of the Trail Facility within the timeframe set forth in this Lease, if such act or event is beyond the reasonable control, and not the result of the fault or negligence of TENANT, and TENANT is unable to overcome such act or event with the exercise of due diligence (including, to the extent applicable and if possible, the expenditure of reasonable sums, which shall at all times be subject to then existing budget appropriations and the City of Seattle's budget process and authority in all respects). Subject to the foregoing definition, a Force Majeure Event may include, but is not limited to, natural phenomena, such as storms, hurricanes, floods, lightning or earthquakes; explosions or fires arising from causes unrelated to the acts or omissions of TENANT; acts of war, civil unrest, public disorder, strikes or labor unrest that are not within the control of TENANT, sabotage, epidemic, pandemic, rebellion, riot, or war or terrorism. Force Majeure Events shall not include equipment failures or acts or omissions of TENANT's agents, suppliers, contractors or subcontractors, except to the extent that such acts or omissions arise from a Force Majeure Event as defined in this Section.

C. In the event of the occurrence of a Force Majeure Event, TENANT shall: (1) notify WSDOT in writing of the existence and nature of the Force Majeure Event within three (3) business days of the occurrence of such Force Majeure Event, unless the Force Majeure Event renders it impossible to give notice within such timeframe, in which case TENANT shall give notice as soon as it is practicable to do so; (2) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (3) notify WSDOT in writing of the cessation of such Force Majeure Event within three (3) business days of such cessation; and (4) resume performance of its obligations under this Lease as soon as practicable thereafter.

17. **"AS BUILT" PLANS.** Within sixty (60) days of the date the Trail Facility construction is completed, TENANT shall provide WSDOT with a complete set of dimensioned "As-Built" scale drawings showing at least the following information: (a) the trail centerline; (b) ties to beginning and end of the trail; (c) underground utilities; and (d) such other information as WSDOT may request. Acceptability of the As-Built drawings shall be determined solely by WSDOT. TENANT shall make corrections upon written request from WSDOT. In the event TENANT fails to provide such plans within the prescribed time period, TENANT hereby agrees

that WSDOT shall have the right, at its option, to contract with a consultant in order to secure such plans and TENANT agrees to reimburse WSDOT for all costs incurred in obtaining said plans within thirty (30) calendar days of the date of WSDOT's invoice; provided, however, that the election of WSDOT to contract with a consultant in order to secure such plans shall be in lieu of WSDOT's termination rights under Section 6(A)(2) of this Lease.

18. LIENS.

A. TENANT shall at all times defend, indemnify and hold harmless WSDOT from all claims for labor or materials in connection with the construction, repair, alteration, maintenance, or installation of structures, improvements, equipment, or facilities on or within the Premises performed by TENANT or TENANT's employees, agents, contractors and subcontractors, and from the cost of defending against such claims, including reasonable attorneys' fees.

B. In the event a lien is filed upon the Premises arising from work performed by TENANT or TENANT's employees, agents, consultants, contractors and subcontractors, TENANT shall: (a) record a valid Release of Lien; (b) deposit sufficient cash with WSDOT to cover the amount of the claim on the lien in question and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to the lienholder claim; or (c) procure and record a bond which releases the Premises from the claim of the lien and from any action brought to foreclose the lien.

C. Should TENANT fail to accomplish Section 18(B)(a), (b), or (c) above within forty-five (45) calendar days after the filing of such a lien, TENANT shall be in default per Section 6.A.(4).

19. ENCUMBRANCES. It is expressly understood that TENANT shall not encumber the Premises.

20. WSDOT'S RIGHT OF ENTRY/INSPECTION. WSDOT, for itself, its agents, and contractors and for the Federal Highway Administration (FHWA), reserves the right to enter upon the Premises at any time without notice to TENANT for the purpose of inspection, maintenance, construction, or reconstruction of the highway facility or any element thereof, to perform security audits, including Homeland Security audits, or to perform environmental reviews. WSDOT shall in no way be responsible for any incidental or consequential damages due to such loss of use of the Premises, if any, by TENANT. WSDOT and FHWA may enter upon the Premises at any time without prior notice for the purpose of inspecting any excavation, construction, or maintenance work being done by TENANT. In addition, WSDOT and the FHWA may enter the improvements, if any, on the Premises at any time and without prior notice, for the purpose of inspection, maintenance, and repair of said improvements. Further, this right shall not impose any obligation upon WSDOT to make inspections to ascertain the safety of TENANT's improvements or the

condition of the Premises. Notwithstanding the foregoing, to the extent any entry contemplated by this Section 20 is anticipated to require closure of the Trail Facility, or otherwise materially interfere with the public's use of the Trail Facility, WSDOT shall provide advance notice of such entry to allow TENANT the reasonable opportunity to take appropriate measures, including, but not limited to, notifying the public of such anticipated closure.

WSDOT and FHWA shall comply with all applicable state, federal and contractor safety requirements at all times when on the Premises and jobsite. TENANT assumes no responsibility and shall have no liability arising from or relating to WSDOT or FHWA's failure to comply with such safety requirements.

21. INSURANCE.

A. TENANT warrants that it is self-insured, and agrees to provide acceptable evidence of its self-insured status to WSDOT. TENANT's insurance policy must provide liability coverage for the Premises, including general liability coverage for bodily injury, property damage, and personal injury of not less than Five Million and no/100 Dollars (\$5,000,000.00) combined single limit per occurrence, with a general aggregate amount of not less than Five Million and no/100 Dollars (\$5,000,000.00) per policy period. All per occurrence and aggregated limits required hereunder shall apply solely to the Premises, which are the subject of this Lease. Coverage under policies shall be triggered on an "occurrence basis," not on a "claims made" basis. TENANT shall increase the policy limits at its sole cost, when and if WSDOT deems it necessary due to TENANT's use of the Premises within ten (10) calendar days of WSDOT's written request to do so.

B. TENANT assumes all obligations for premium payment, and in the event of non-payment is obligated to reimburse WSDOT the cost of maintaining the insurance coverage and any legal fees incurred in enforcing such reimbursement in the event TENANT fails to pay the policy premiums.

C. Coverage, if obtained by TENANT in compliance with the Section, shall not be deemed as having relieved TENANT of any liability in excess of such coverage.

D. In the event TENANT, after commencement of this Lease, elects to terminate its self-insured status and secure commercial liability coverage, TENANT will promptly notify WSDOT, promptly secure insurance coverage as designated herein or as amended by WSDOT and promptly provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington, to the satisfaction of WSDOT. WSDOT shall be named as an additional insured by endorsement of the liability policy required, utilizing ISO Form 2026 (Additional Insured—Designated Person or Organization) or its equivalent without modification. The endorsement shall require the insurer to provide the WSDOT, Real Estate Services Office, P.O.

Box 47338 Olympia, WA 98504-7338, with no less than thirty (30) calendar day's written notice before any cancellation of the coverage required herein.

22. HOLD HARMLESS/INDEMNIFICATION.

A. To the extent allowed under Washington law, TENANT, its successors and assigns, will defend, indemnify and hold harmless WSDOT, its authorized agents and employees, from all claims, actions, costs, damages (both to persons and/or property) or expenses of any nature whatsoever by reason of the acts or omissions of TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, or employees, or any person whomsoever, arising out of or in connection with any acts or activities related to this Lease, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. This obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of WSDOT or its authorized agents, employees, contractors or licensees provided that, if the claims or damages are caused by or result from the concurrent negligence of (1) WSDOT, its agents, employees, contractors or licensees; and (2) TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, or employees, or any person whomsoever and/or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of TENANT or its assigns, subtenants, agents, contractors, licensees, invitees, employees or any other person whomsoever. TENANT's indemnification requirements are limited as described in the City of Seattle 2021 Appropriations to Satisfy Indemnity Claims Letter, dated February 22, 2021, attached hereto as **Exhibit C** and by this reference incorporated herein, which letter identifies amounts potentially available to satisfy indemnity obligations from the City's Judgment Claims Subfund, which amounts are subject to change from year to year.

B. To the extent allowed under Washington law, WSDOT, its successors and assigns, will defend, indemnify, and hold harmless TENANT, its authorized agents and employees, from all claims, actions, costs, damages (both to persons and/or property) or expenses of any nature whatsoever by reason of the acts or omissions of WSDOT, its assigns, agents, contractors, licensees, or employees, arising out of or in connection with any acts or activities related to this Lease, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. This obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of TENANT or its authorized agents, assigns, subtenants, agents, contractors, licensees, invitees, employees or any other person whomsoever, or employees; provided that, if the claims or damages are caused by or result from the concurrent negligence of (1) TENANT, its agents, employees, subtenants, agents, contractors, licensees, invitees, employees, or any other person whomsoever; and (2) WSDOT, its assigns, agents, contractors, licensees, or employees, and/or involves those actions covered by

RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of WSDOT or its assigns, agents, contractors, licensees, invitees, and employees.

C. The PARTIES agree that their obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while occupying the Premises for any purpose. For this purpose, each Party, by MUTUAL NEGOTIATION, hereby waives with respect to the other Party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions RCW 51.12.

D. The indemnification and WAIVER provisions contained in this Section shall survive the termination or expiration of this Lease.

23. NONDISCRIMINATION. TENANT, for itself, its successors, and assigns, as part of the consideration hereof, does hereby agree to comply with all applicable civil rights and antidiscrimination requirements including, but not limited to, RCW 49.60.

24. ASSIGNMENT. Tenant shall not assign, sublet, or transfer this Lease nor any rights created by it without WSDOT's prior written approval.

25. SURRENDER OF PREMISES/REMOVAL OF TENANT'S IMPROVEMENTS/PERSONAL PROPERTY.

A. Upon termination of this Lease, TENANT shall cease its operations on and/or use of the Premises and shall vacate the Premises. In the event TENANT fails to vacate the Premises on the date of termination, TENANT shall be liable for any and all costs to WSDOT arising from such failure. As used herein, "vacate" shall include preventing use of the Premises by the public.

B. Upon termination of this Lease, TENANT agrees, if so directed by WSDOT, to restore grades and relocate WSDOT's fences, if any, on limited access highways to their configurations prior to TENANT's occupancy. This work is to be done at TENANT's sole expense to the satisfaction of WSDOT. The provisions contained in this Section shall survive the termination or expiration of this Lease.

C. Upon termination of this Lease, TENANT agrees, if so requested by WSDOT, to remove the Trail Facility, remove all improvements and personal property, and/or provide erosion control treatment at its own expense and to WSDOT's satisfaction. TENANT shall return the Premises to its original condition before the construction of the Trail Facility, except for deep foundations, which shall be removed to five (5) feet below grade. Should a future WSDOT project require removal of said foundations, TENANT shall fully reimburse WSDOT for the costs of such removal at TENANT's sole expense. The provisions contained in this Section shall survive the termination or expiration of this Lease.

D. If requested by WSDOT, TENANT shall accomplish the work under Section 25.B and 25.C within sixty (60) months of written notice from WSDOT. If TENANT has not removed its improvements and/or personal property and returned the Premises to its original condition (excepting deep foundations as set forth above in Subsection C) within such sixty-month period, WSDOT may remove and dispose of said improvements and/or personal property and return the Premises to its original condition at the expense of TENANT, and TENANT shall reimburse WSDOT for any and all expenses incurred by WSDOT in connection with such removal, work or disposal within thirty (30) calendar days of the date of WSDOT's invoice.

26. INVOICE AND PAYMENTS.

A. To the extent either Party is entitled to any payment under this Lease, the Party to whom payment is owed shall provide invoices to the owing Party, and the owing Party agrees to pay the invoice within (60) calendar days from the date of such invoice (the "Due Date").

B. Payments to WSDOT shall be made payable to the Washington State Department of Transportation. All payments shall be mailed or delivered to:

DEPARTMENT OF TRANSPORTATION (mailing address)
Attn: Property Management Program Manager
P.O. Box 47339
Olympia, WA 98504-7339

DEPARTMENT OF TRANSPORTATION (Physical Address)
Attn: Property Management Program Manager
7345 Linderson Way SW
Tumwater, WA 98501

C. Payments to TENANT shall be made payable to City of Seattle. All payments shall be mailed or delivered to:

THE CITY OF SEATTLE (mailing address)
Attn: Department of Transportation
PO Box 34996
Seattle, WA 98124-4996

D. If a Party objects to all or any portion of an invoice, it shall notify the other Party within thirty (30) calendar days from the date of receipt and shall pay only that portion of the invoice not in dispute. The PARTIES shall immediately make every effort to settle the disputed portion.

E. All sums due and not paid by the Due Date shall bear interest at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater; provided that, if the highest rate allowable by law is less than twelve percent (12%), interest

charged hereunder shall not exceed that amount. Interest shall be calculated from the Due Date to the date of payment; provided, however, that in the event a Party disputes all or any portion of an invoice, interest shall be calculated and paid from the Due Date only on those disputed amounts that such Party is determined to owe following the PARTIES' resolution of the dispute.

F. TENANT agrees that if payment of any sum due WSDOT for costs recoverable under this Lease is not paid by the Due Date and has not been disputed by TENANT, WSDOT shall be entitled to withhold the total sum due from the TENANT's regular monthly Motor Vehicle Fund payment until such time as the amount due has been paid in full.

27. NO RELATIONSHIP ESTABLISHED. WSDOT shall in no event be construed to be a partner with, or associate or joint venturer of TENANT or any party associated with TENANT. TENANT shall not create any obligation or responsibility on behalf of WSDOT or bind WSDOT in any manner.

28. TRANSPORTATION PURPOSES.

A. TENANT and WSDOT hereby affirm that upon termination or expiration of this Lease for any reason and the subsequent use of the Premises for transportation or other purposes, such use will not be considered the use of any publicly-owned land from a public park, recreation area, or wildlife and waterfowl refuge within the meaning of 23 U.S.C. 138 and 49 U.S.C. 303 (former 49 U.S.C.1653 (f), Section "4f"). If this Lease is terminated for highway construction and WSDOT, an authorized local, state, or federal official having jurisdiction of the land, or a court of competent jurisdiction determines that replacement of the Trail Facility is required under 23 U.S.C. 138 and 49 U.S.C. 303, TENANT agrees that it shall be responsible for and promptly replace the Trail Facility as required and pay all such costs in accordance with Section 6(B) of this Lease.

B. TENANT further acknowledges, agrees, and promises not to use Outdoor Recreation Funds as provided for in the Land and Water Conservation Fund Act, 16 U.S.C. 460-I, sections 4-11 (see section 8(f)(3) within state-owned right of way; such funds may be used outside of the state-owned right of way).

29. CONDITION OF THE PROPERTY. WSDOT and TENANT acknowledge that they have jointly examined the Premises identified in **Exhibit A**, attached hereto, and TENANT accepts said Premises in its present condition as of the Commencement Date of this Lease; provided, however, that such acceptance shall in no way waive or impair any right of TENANT to indemnification and reimbursement under Section 10 of this Lease with respect to any known or unknown Hazardous Substances on or near or affecting the Premises.

30. BINDING CONTRACT. This Lease shall not become binding upon WSDOT unless and until executed for WSDOT by the Secretary of Transportation, or such Secretary's duly authorized representative.

31. ATTORNEYS' FEES. In the event of any controversy, claim, or dispute arising out of this Lease, each Party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorneys' fees and costs.

32. MODIFICATIONS. This Lease contains all the agreements and conditions made between the PARTIES hereto and may not be modified orally or in any manner other than by written amendment, signed by all authorized PARTIES thereto.

33. INTERPRETATION. This Lease shall be governed by and interpreted in accordance with the laws of the State of Washington. The titles to paragraphs or sections of this Lease are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

34. SEVERABILITY. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

35. VENUE. TENANT agrees that the venue of any action or suit concerning this Lease shall be in the Thurston County Superior Court and all actions or suits thereon shall be brought therein, unless applicable law requires otherwise.

36. TOTALITY OF AGREEMENT. It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by WSDOT except to the extent that the same are expressed in this Lease.

37. MEMORANDUM OF LEASE. The PARTIES hereby agree to execute and record a memorandum of lease, if either Party so requests.

38. NOTICES. Wherever in this Lease written notices are to be given or made, they will be sent by certified or overnight mail addressed to the PARTIES at the addresses listed below, unless a different address has been designated in writing and delivered to the other Party.

WSDOT: DEPARTMENT OF TRANSPORTATION (Mailing Address)
Attn.: Property Management Program Manager
P. O. Box 47338
Olympia, WA 98504-7338

DEPARTMENT OF TRANSPORTATION (Physical Address)
Attn.: Property Management Program Manager
7345 Linderson Way SW
Tumwater, WA 98501

TENANT: CITY OF SEATTLE (Mailing Address)
Attn: Department of Transportation
PO Box 34996
Seattle, WA 98124-4996

Exhibits:

A: Depiction of Trail Lease Area

B: Vertical Datum

C: City of Seattle 2021 Appropriations to Satisfy Indemnity Claims Letter

D: Depiction of Cooperative Agreement CA-01-14339

Signatures:

Accepted and Approved by:

THE CITY OF SEATTLE

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

By: 

By: 

Title: DIRECTOR, SEATTLE DEPARTMENT
OF TRANSPORTATION

Title: Deputy Regional Administrator

Dated: 9/27/21

Dated: Sept. 29, 2021

APPROVED AS TO FORM

APPROVED AS TO FORM

By: 
Assistant City Attorney

By: 
Assistant Attorney General

Date: 9-24-2021

Date: 9/24/21

AGENCY ACKNOWLEDGMENT

STATE OF WASHINGTON)

) ss

COUNTY OF KING)

On this 27th day of September, 2021 before me personally appeared Sam Zimbrone, to me known to be the duly appointed Director of The City of Seattle, Seattle Department of Transportation, and that s/he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said The City of Seattle, Seattle Department of Transportation, for the uses and purposes therein set forth, and on oath states that s/he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the 27th day of September, 2021.



Mary A. Jung
(Signature)

MARY A. JUNG
(Print or type name)

Notary Public in and for the State of Washington
residing at Seattle, WA

My commission expires March 5, 2024

WSDOT ACKNOWLEDGMENT

STATE OF WASHINGTON)

) ss

COUNTY OF ^{King} THURSTON)

On this 29th day of September, 2021 before me personally appeared Brian Nielsen, to me known to be the duly appointed ~~Brian Nielsen~~ ^{Deputy Regional Administrator}, and that s/he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that s/he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the 29th day of September, 2021.

[Signature]
(Signature)

Betsy Chase
(Print or type name)
Notary Public in and for the State of Washington
residing at Seattle, WA
My commission expires 9/30/23



Exhibit A
Depiction of Trail Lease Area
ICN 1-17-14264 / TR-01-13782
SDOT Northgate Pedestrian Bridge Trail Lease
 Page 1 of 2

T. 26 N. R. 4 E.W.M.

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
10	WASH.	1-5-3()			

ACCESS NOTE:
 No. 21. The privilege of access to areas within the right of way is permitted from outside the right of way to the user designated, solely for use authorized by and subject to the conditions of the Franchise, Permit, or Agreement specified. No access will be allowed to the traveled highway lanes or ramps.

PERSONNEL WILL BE ALLOWED TO ENTER THE RIGHT OF WAY BETWEEN THE FOLLOWING POINTS:

NO.	STATION, OFFSET
01	STA 26+94.45, 329.47'RT
02	STA 32+88.71, 298.80'RT
03	STA 27+07.93, 305.43'RT
04	STA 27+32.09, 303.82'RT
05	STA 27+34.64, 314.93'RT

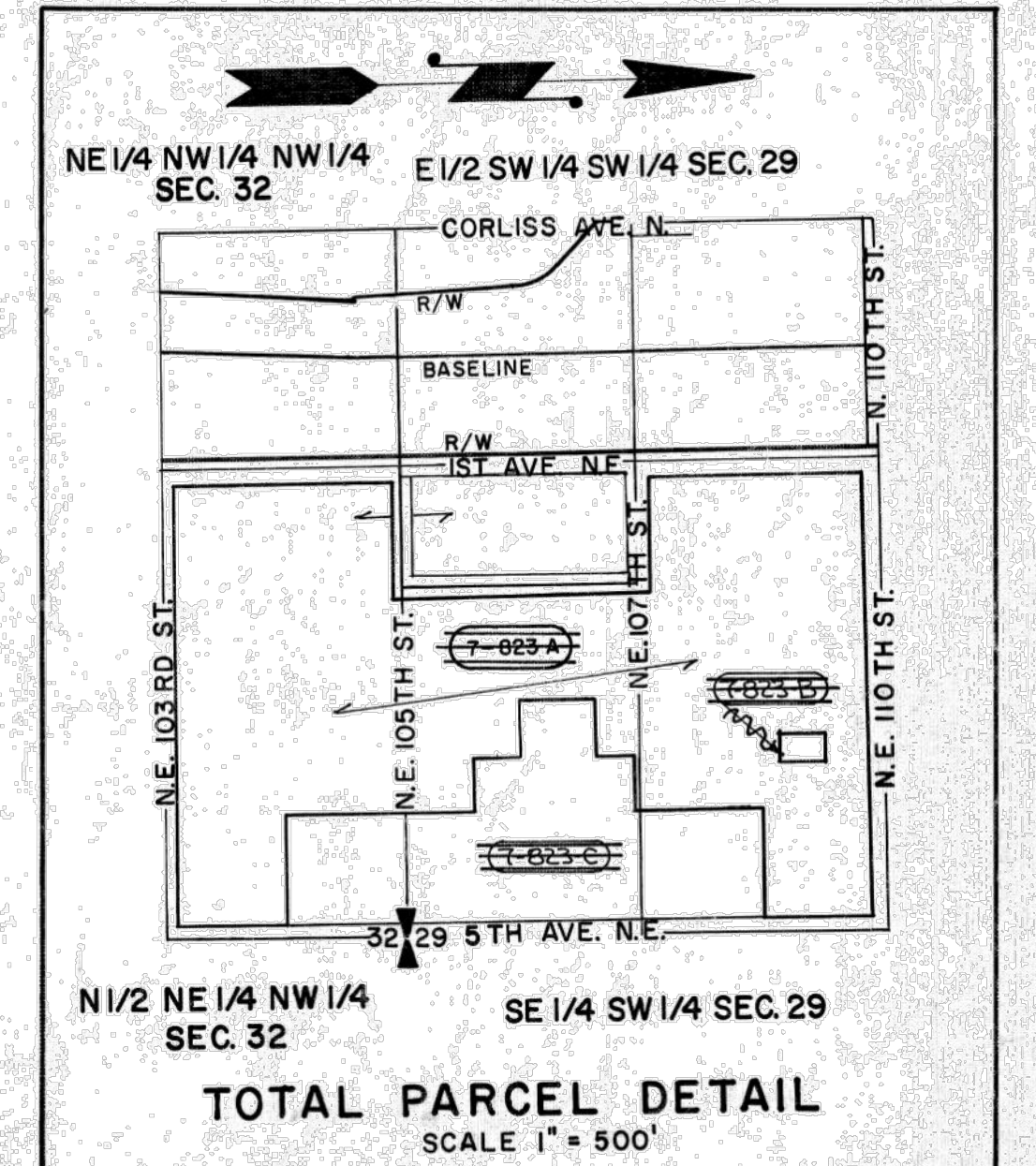
LONG TERM TRAIL LEASE=57,425 SF
 TEMPORARY CONSTRUCTION AREA=134,333 SF

ACCESS NOTES:

- PEDESTRIANS, BICYCLES, AND CITY OF SEATTLE MAINTENANCE PERSONNEL WILL BE PERMITTED ACCESS AND USE OF THE BRIDGE DESIGNATED AT STA 26+21 LT AND 31+08 RT AND WILL BE ALLOWED TO ENTER/LEAVE THE RIGHT OF WAY VIA THE BRIDGE AND TRAVEL WITHIN THE RIGHT OF WAY AND DESIGNATED LEASE AREAS BETWEEN STA 25+99 LT AND 26+42 LT AND BETWEEN STA 26+94 RT AND 32+93 RT.
- BRIDGE CONSTRUCTION EQUIPMENT AND PERSONNEL WILL BE ALLOWED TO ENTER/LEAVE THE RIGHT OF WAY AND TRAVEL WITHIN THE RIGHT OF WAY AND DESIGNATED LEASE AREAS BETWEEN STA 25+74 LT AND STA 26+42 LT AND BETWEEN STA 26+51 RT AND STA 33+11 RT.

Roman Numeral depicts revision of specific date
 ALL AREAS TO NEAREST 10 SQ. FT. UNLESS OTHERWISE NOTED.

PARCEL NO.	NAME	TOTAL AREA	TAKE	REMAINDER
7-804	RAMSEY	ACCESS ONLY		
7-805	FALLMER	36,000	36,000	
7-806	STAAR	36,000	14,850	21,150
7-807	FALLMER	18,000	18,000	
7-808	HAMPSON	9,500	9,500	
7-809	HAMPSON	9,500	9,500	
7-810	GILL	13,500	13,500	
7-811	HAWKINSON	27,340	27,340	
7-812	SKUTT	27,390	2,880	24,510
7-813	SHEVLING	18,250	18,250	
7-814	JONES	18,620	18,620	
7-815	RADFORD	3,44AC	3,44AC	
7-816	JOHNSON	3,35AC	3,35 AC.	
7-814 A	GROUP HEALTH COOP	ACCESS ONLY		
7-823 A	NORTHGATE CENTER INC	ACCESS ONLY		
7-823 B	PARTIAL BANK OF COMMERCE			
7-823 C	PARTIAL BANK OF COMMERCE			



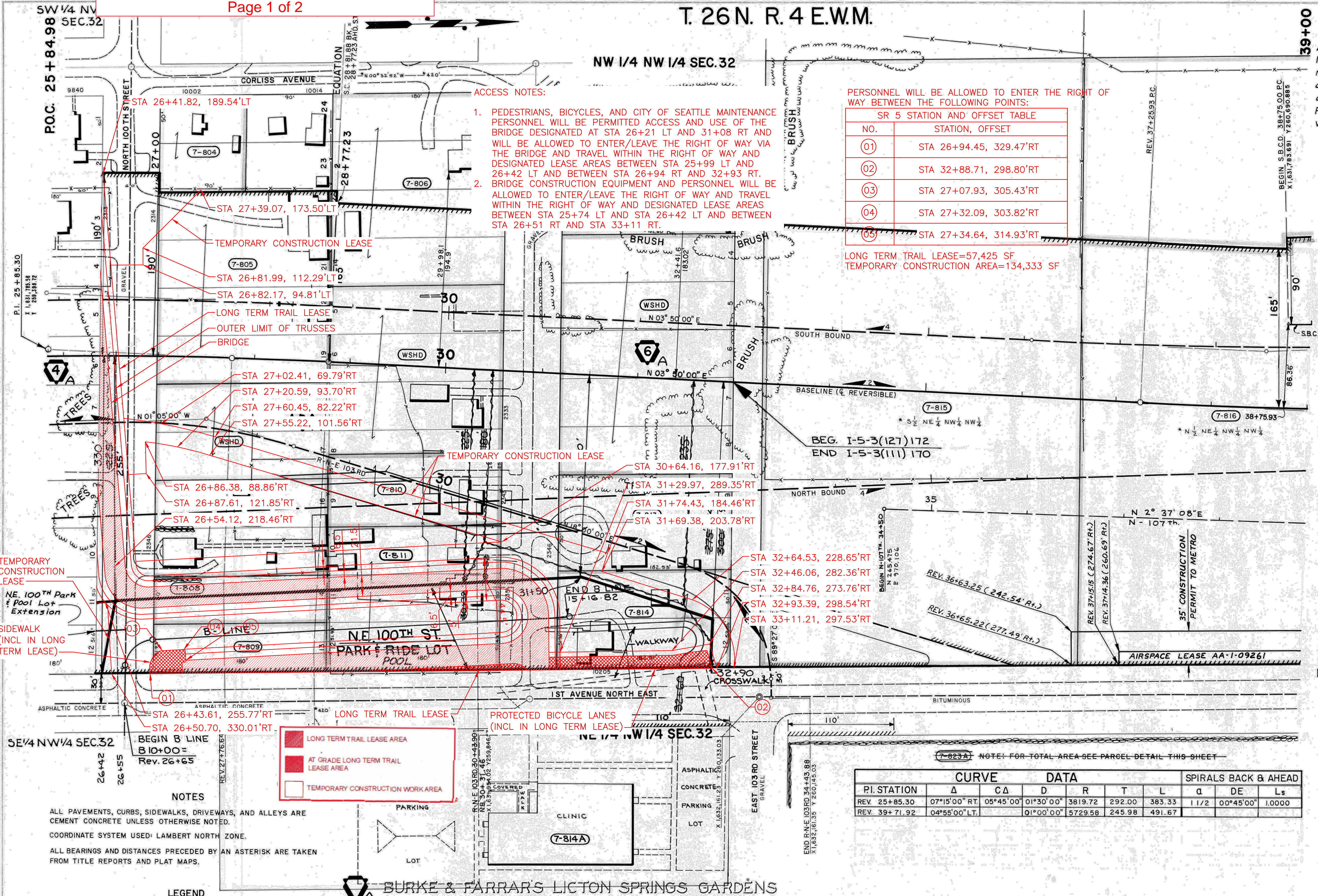
Note: Approved per State Highway Commission order May 15, 1962
 Note: Sta. 32+00 to Sta. 39+00 Approved per State Highway Commission Order March 21, 1961

EXHIBIT A

NOTE: Sta. 25+84.98 to Sta. 33+15 Approved per State Highway Commission Order Sept. 20, 1960

PRIMARY STATE HIGHWAY NO. 1 SR 5
SEATTLE FREEWAY
 E. 75th St. to E. 145th St.
 KING COUNTY

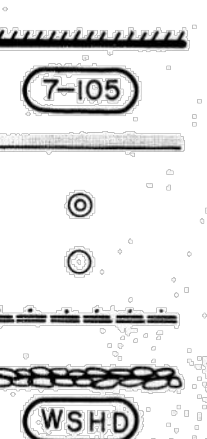
RIGHT OF WAY
 Station 25+84.98 to Station 39+00
 WASHINGTON STATE HIGHWAY COMMISSION
 DEPARTMENT OF HIGHWAYS
 OLYMPIA, WASHINGTON
 SCALE: 1 Inch = 50 Feet
 APPROVED June 7, 1960
 SHEET 7 OF 22 SHEETS



DESIGNER	DATE
CHECKER	DATE
IN CHARGE	DATE
QUANTITY CHECKER	DATE
PLANT CHECKER	DATE

DR	DATE
PL	DATE
CH	DATE
IN	DATE
QU	DATE
PL	DATE

NOTES
 ALL PAVEMENTS, CURBS, SIDEWALKS, DRIVEWAYS, AND ALLEYS ARE CEMENT CONCRETE UNLESS OTHERWISE NOTED.
 COORDINATE SYSTEM USED: LAMBERT NORTH ZONE.
 ALL BEARINGS AND DISTANCES PRECEDED BY AN ASTERISK ARE TAKEN FROM TITLE REPORTS AND PLAT MAPS.



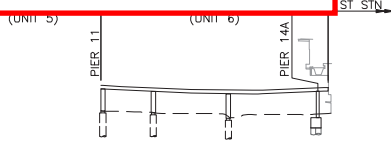
ACCESS NOTE:
 Access to and from the Park and Ride Lot will be permitted from 1st Avenue N.E. via the B-Line at Rev. Sta. 26+65 on the right. Pedestrian access will be permitted along walkway as provided.

METRO	Rev. 37+14.36 to 39+63.80 (AA-1-09261)	21
SPECIFIED USER	STATION ON ROADWAY	TYPE
ACCESS APPROACH SCHEDULE		

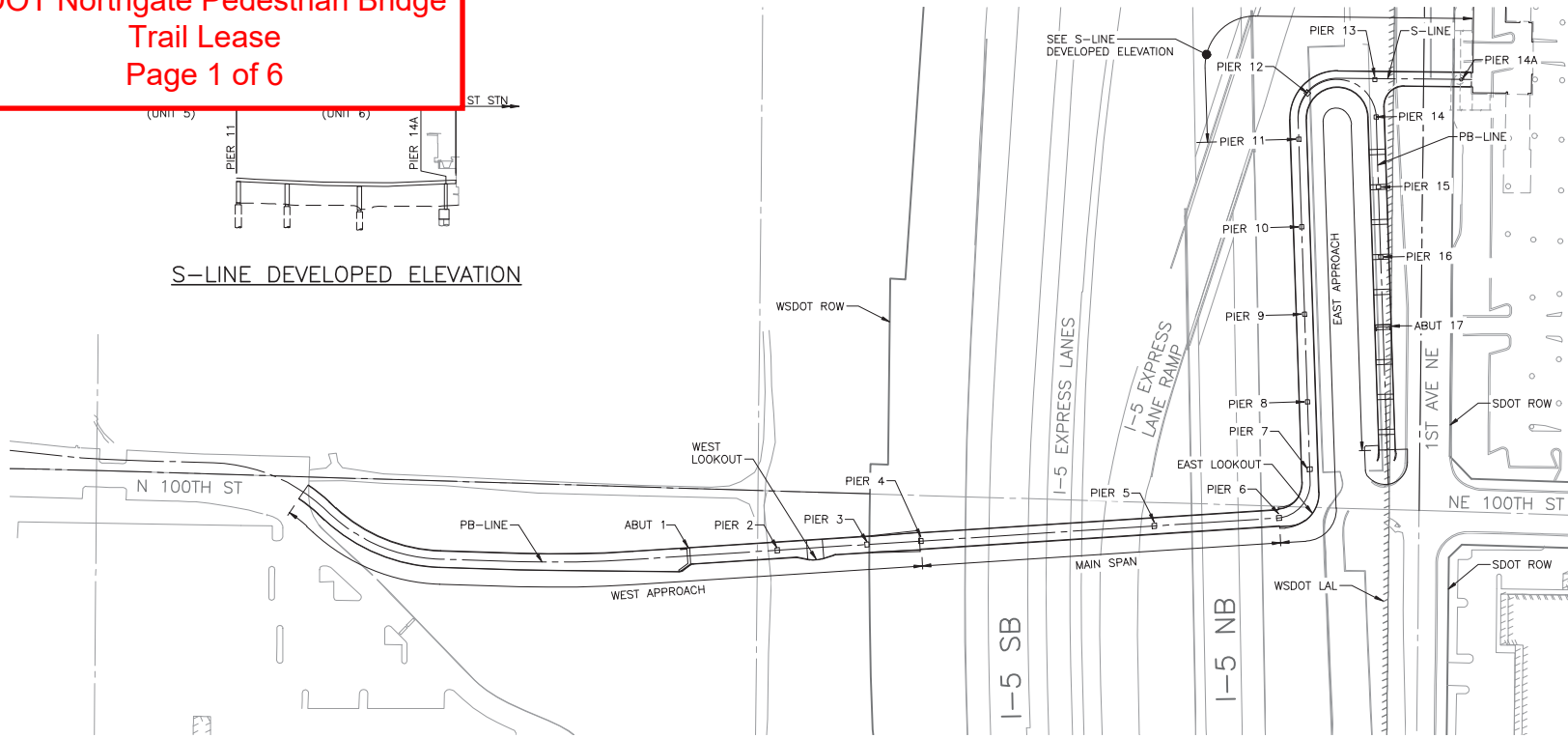
PI STATION	Δ	CΔ	D	R	T	L	q	DE	Ls
REV. 25+85.30	07°15'00" RT	05°45'00"	01°30'00"	3819.72	292.00	383.33	11/2	00°45'00"	1.0000
REV. 39+71.92	04°55'00" LT		01°00'00"	5729.58	245.98	491.67			

LETTER	DATE	DESCRIPTION	BY
Letter 7-15-88	1-27-89	Added Airspace Lease AA-1-09261 on Rt. Sta. REV. 37+14.36 to REV. 39+00; Added Construction Permit on Rt. Sta. REV. 36+63.25 to REV. 39+00.	SRT
Letter 11-30-84	1-14-85	Revised N.E. 100th Park and Ride Lot to Park and Pool Lot. Added NE 100th Park and Pool Lot Extension.	JS
Letter 12-23-81	1-25-82	Revised westerly boundary NE 100th St. Park & Ride Lot. 30+32 to 32+90	RLS
Letter 9-21-81	11-2-81	Added NE 100th St. Park & Ride Lot Access Note, Rev. Total Plan Sheet No.	JS
Letter 4-8-89	5-1-89	Deleted Parcels 7-823A, 7-823B, 7-823C	JS
Letter 1-28-84	2-4-84	Total Parcel Detail rev. Parcels 7-823A, 7-823B, 7-823C added. 7-823A rev.	PS
L.D.C. 3-18-62	4-3-62	Parcel 7-815 Name & Area Rev.	B.K.
L.D.C. 3-18-62	3-13-62	N-127th Ramps Added	B.K.
Letter 2-13-62	2-27-62	Ownership revised	O.L.L.
L.D.C. 4-21-61	5-2-61	LA added Rt. Sta. 32+001 to Sta. 33+001 on 1st Ave N.E.; Topog. added Ownerships rev.	O.L.L.
AUTHORITY	DATE	SUBSEQUENT APPROVAL	BY

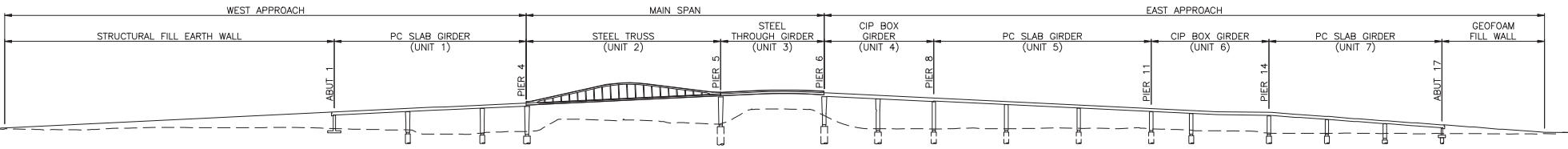
Exhibit B
Vertical Datum
ICN 1-17-14264 / TR-01-13782
SDOT Northgate Pedestrian Bridge
Trail Lease
Page 1 of 6



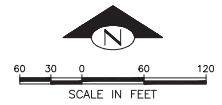
S-LINE DEVELOPED ELEVATION



PLAN



PB-LINE DEVELOPED ELEVATION



100% SUBMITTAL NOT FOR CONSTRUCTION
OCTOBER 2018

S002
GENERAL STRUCTURE PLAN & ELEVATION



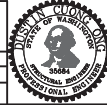
400 - 117TH AVENUE NE
 SUITE 120
 BELLEVUE, WA 98004
 PHONE: 425-403-6468

PW# 2018-050

APPROVED FOR ADVERTISING
LIZ ALZEER
 DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES
 SEATTLE, WASHINGTON 20

BY: CITY PURCHASING & CONTRACTING SERVICES DIRECTOR

INITIALS AND DATE		INITIALS AND DATE	
DESIGNED YL	CHECKED DCO	REVIEWED: DES. SDOT	CONST. PROJ. MGR.
DRAWN HDO	CHECKED YL	RECEIVED	REVISED AS BUILT



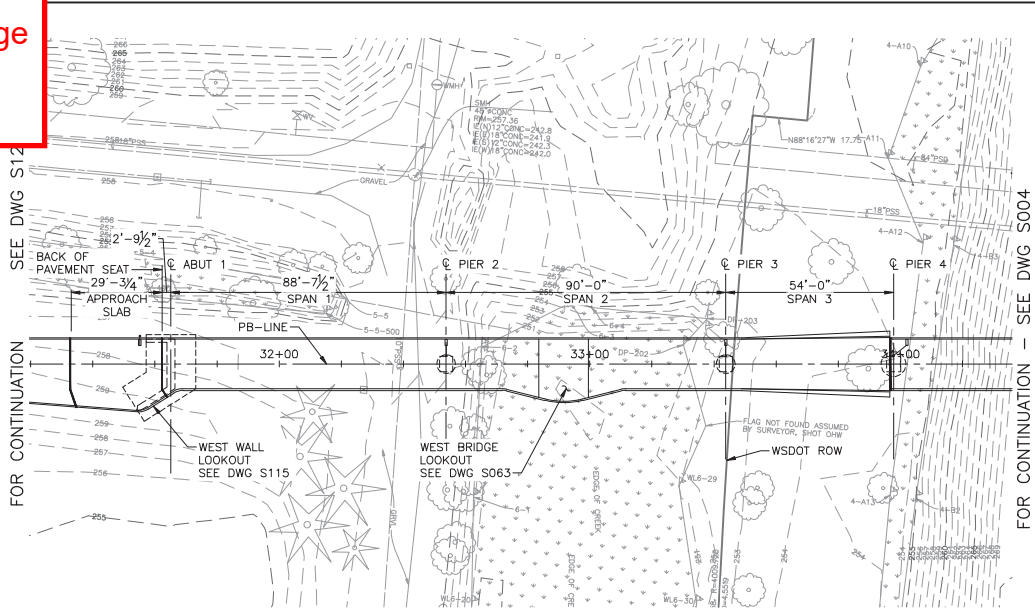
Seattle
 Department of Transportation
 ORDINANCE NO. 124796 PW NO. 2018-050
 SUBPROJECT ID: TC36730001
 SCALE: 1" = 60'

**NORTHGATE BRIDGE &
 1ST AVE NE PROTECTED
 BIKE LANE**

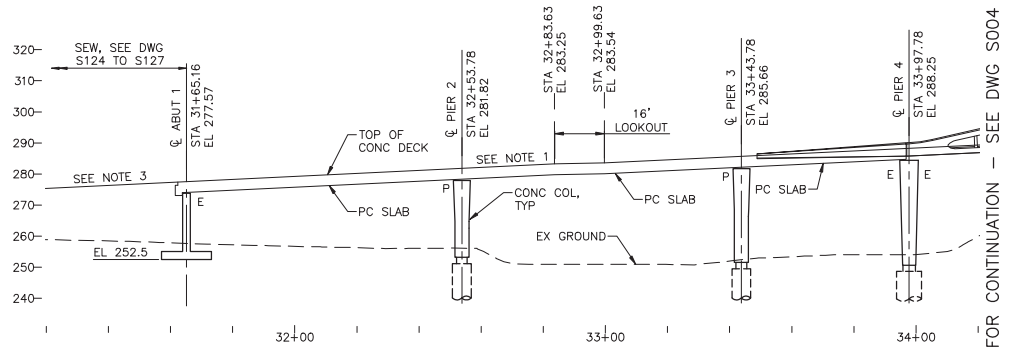
PC	TRC0180
R/W	
CO	
VAULT PLAN NO. 782-313	
SHEET 129 OF 299	

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 Oct-25-18 12:34pm
 PLOT SERIAL NO. 37235
 DATE: 10/25/18
 NATURE: REVISIONS
 MAKE CHECKED REV'D

Exhibit B
Vertical Datum
ICN 1-17-14264 / TR-01-13782
SDOT Northgate Pedestrian Bridge
Trail Lease
Page 2 of 6



BRIDGE PLAN



BRIDGE ELEVATION (PB-LINE)

ELEVATIONS SHOWN ARE AT TOP OF BRIDGE DECK ALONG PB-LINE

NOTES:

1. REFERENCE DWG PR1 THRU PR3 FOR PROFILE GRADE.
2. SEE SITE PREPARATION PLANS FOR TREE, UTILITY, AND OTHER INFORMATION.
3. STRUCTURAL FILL RETAINED EMBANKMENT

100% SUBMITTAL NOT FOR CONSTRUCTION
OCTOBER 2018

S003
BRIDGE PLAN & ELEVATION 1

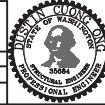


450 - 117TH AVENUE
 SUITE 120
 BELLEVUE, WA 98004
 PHONE: 425-403-4488

PW# 2018-050

APPROVED FOR ADVERTISING
LIZ ALZEER
 DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES
 SEATTLE, WASHINGTON 20

INITIALS AND DATE		INITIALS AND DATE	
DESIGNED YL	CHECKED DCO	REVIEWED: DES. SDOT	CONST. PROJ. MGR.
DRAWN HDO	CHECKED YL	RECEIVED	REVISED AS BUILT



Seattle
 Department of
 Transportation
 ORDINANCE NO. 124796 PW NO. 2018-050
 SUBPROJECT ID: TC36730001
 SCALE: AS NOTED

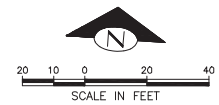
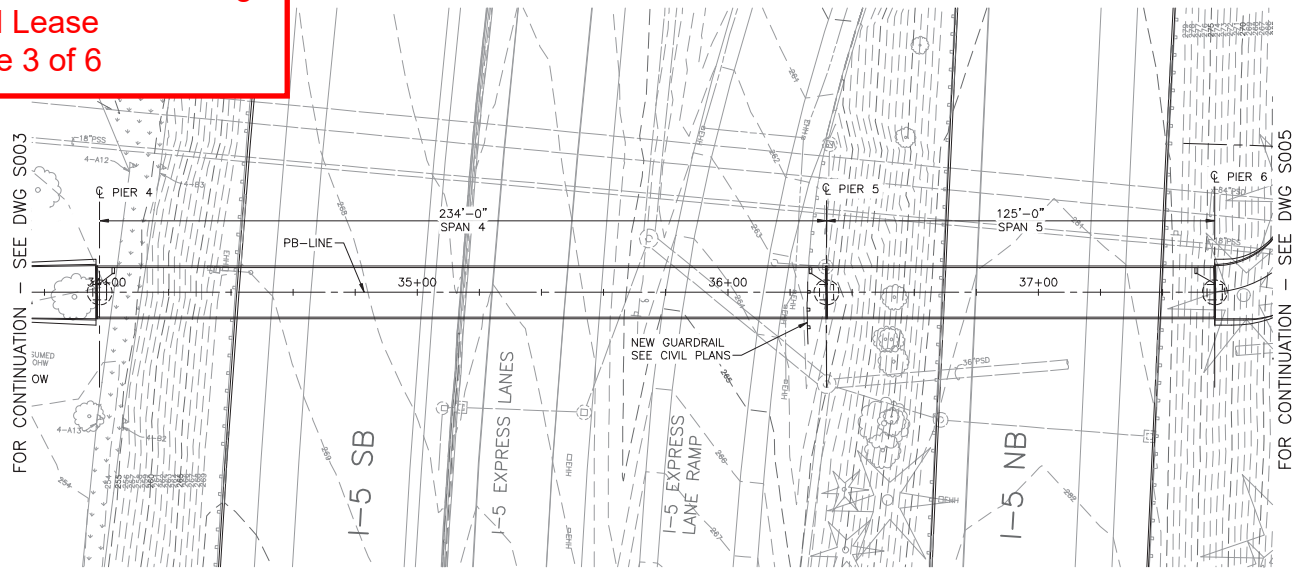
**NORTHGATE BRIDGE &
 1ST AVE NE PROTECTED
 BIKE LANE**

PC	TRC0180
R/W	
CO	
VAULT PLAN NO. 782-313	
SHEET 130 OF 299	

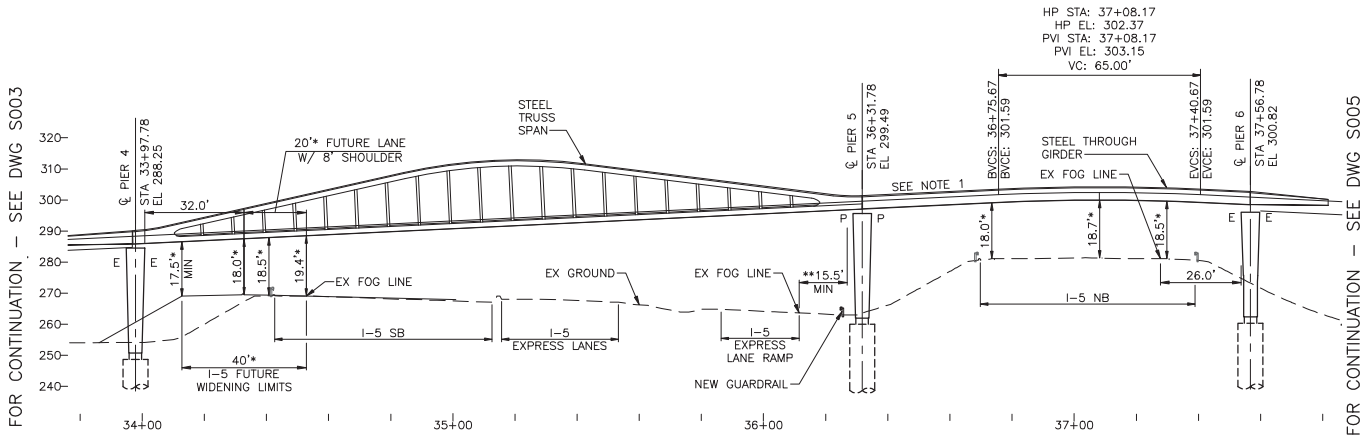
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 Oct-25-18 12:35pm

DATE	BY	REVISIONS

Exhibit B
Vertical Datum
ICN 1-17-14264 / TR-01-13782
SDOT Northgate Pedestrian Bridge
Trail Lease
Page 3 of 6



- NOTES:**
1. REFERENCE DWG PR1 THRU PR3 FOR PROFILE GRADE.
 2. SEE SITE PREPARATION PLANS FOR TREE, UTILITY, AND OTHER INFORMATION.



- * DIMENSIONS MEASURED ALONG SOUTH SIDE OF STRUCTURE.
- ** CLEAR ZONE DIMENSION MEASURED TO CROSSBEAM ABOVE.

100% SUBMITTAL NOT FOR CONSTRUCTION
OCTOBER 2018



APPROVED FOR ADVERTISING
LIZ ALZEER
 DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES
 SEATTLE, WASHINGTON

INITIALS AND DATE		INITIALS AND DATE	
DESIGNED YL YAS	CHECKED DCO YAS	REVIEWED:	CONST.
DRAWN HDO	CHECKED YL YAS	SDOT	PROJ. MGR.
		RECEIVED	
		REVISED AS BUILT	



Seattle
 Department of Transportation
 ORDINANCE NO. 124796 PW NO. 2018-050
 SUBPROJECT ID: TC36730001
 SCALE: AS NOTED

**NORTHGATE BRIDGE &
 1ST AVE NE PROTECTED
 BIKE LANE**

S004
 BRIDGE PLAN & ELEVATION 2
 PC TRC0180
 R/W
 CO
 VAULT PLAN NO.
 782-313
 SHEET 131 OF 299

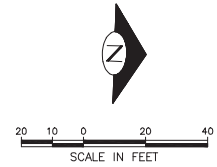
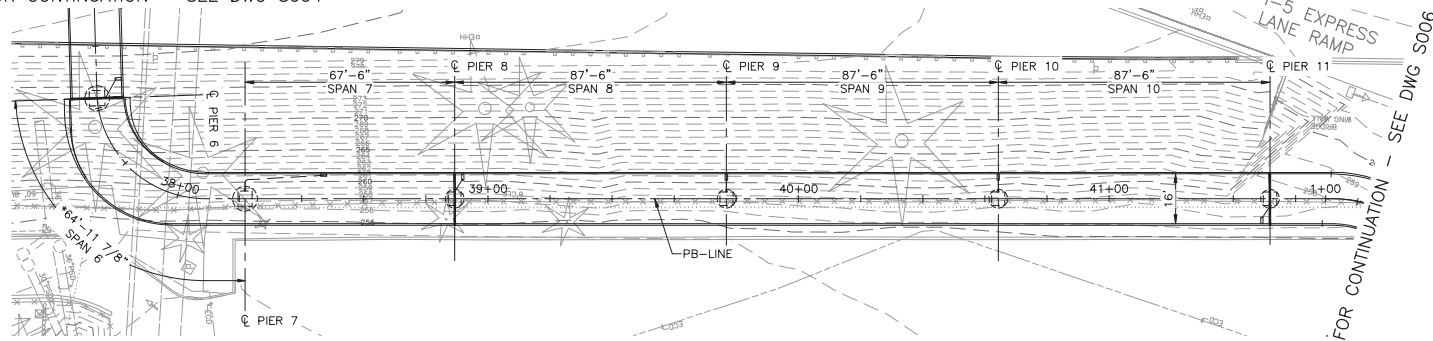
DATE	BY	REVISIONS
3/23/18	MMR	BASE CHECKED REVISED

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Exhibit B
Vertical Datum
ICN 1-17-14264 / TR-01-13782
SDOT Northgate Pedestrian Bridge
Trail Lease
Page 4 of 6

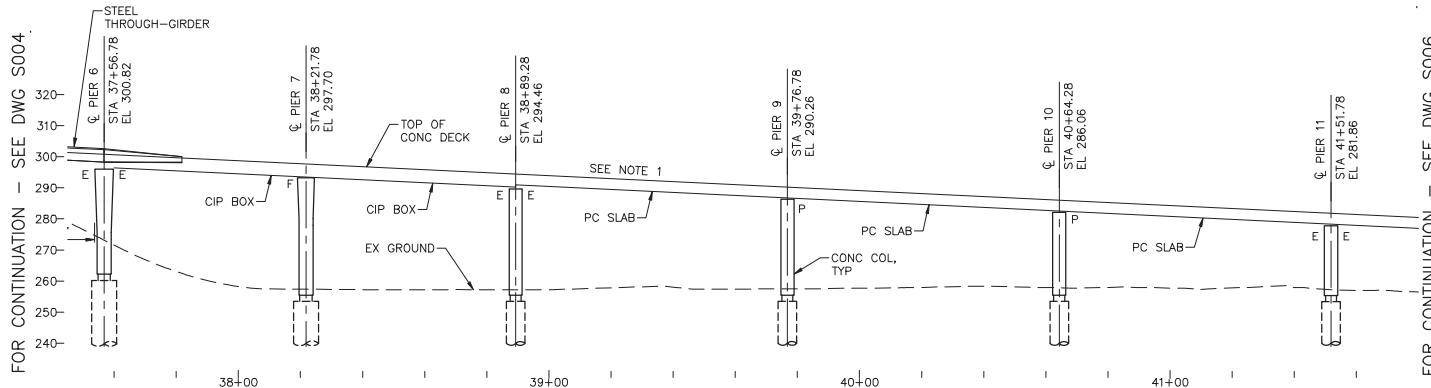
FOR CONTINUATION - SEE DWG S004

I-5 NB



NOTES:

1. REFERENCE DWG PR1 THRU PR3 FOR PROFILE GRADE.
2. SEE SITE PREPARATION PLANS FOR TREE, UTILITY, AND OTHER INFORMATION.
- * INDICATES DIMENSION SHOWN IS ALONG PB-LINE.



100% SUBMITTAL NOT FOR CONSTRUCTION
OCTOBER 2018

S005
 BRIDGE PLAN & ELEVATION 3



400 - 117TH AVENUE
 SUITE 120
 BELLEVUE, WA 98004
 PHONE: 425-403-6468

PW# 2018-050

APPROVED FOR ADVERTISING
 LIZ ALZEER
 DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES
 SEATTLE, WASHINGTON 20 . . .

BY: CITY PURCHASING & CONTRACTING SERVICES DIRECTOR

INITIALS AND DATE		INITIALS AND DATE	
DESIGNED YL	CHECKED DCO	REVIEWED: RES. SDOT	CONST. PROJ. MGR.
DRAWN HDO	CHECKED YL	RECEIVED	REVISED AS BUILT

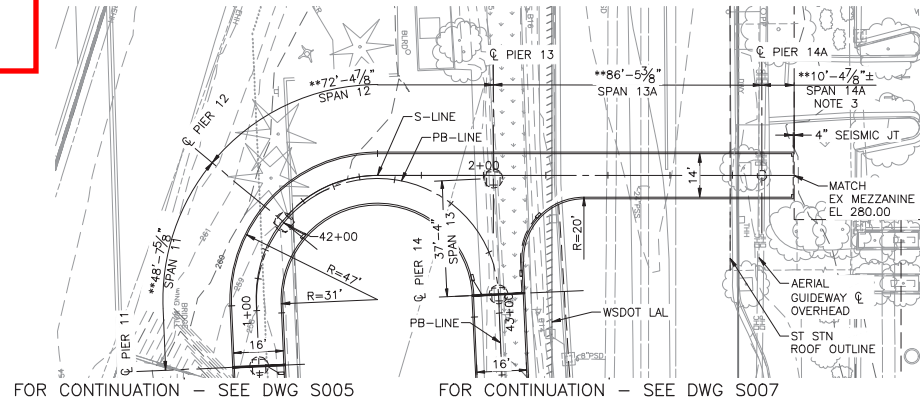


Seattle
 Department of Transportation
 ORDINANCE NO. 124796 PW NO. 2018-050
 SUBPROJECT ID: TC36730001
 SCALE: AS NOTED

JOB NO.	PC	TRC0180
	R/W	
	CO	
VAULT PLAN NO.		782-313
SHEET 132 OF 299		

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 PLOT SERIAL NO. DATE USER MAKE CHECKED BY
 37238 10/25/18 MABR MABR MABR

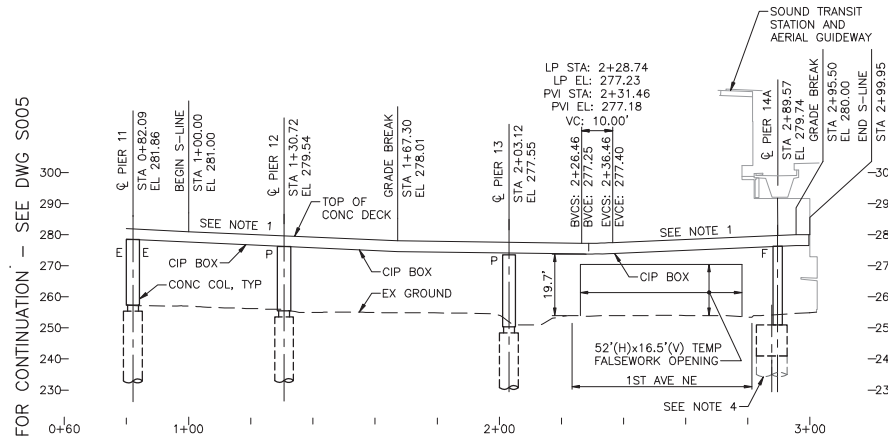
Exhibit B
Vertical Datum
ICN 1-17-14264 / TR-01-13782
SDOT Northgate Pedestrian Bridge
Trail Lease
Page 5 of 6



BRIDGE PLAN

NOTES:

1. REFERENCE DWG PR1 THRU PR3 FOR PROFILE GRADE AND DWG S109 FOR DECK CONTOUR.
 2. SEE SITE PREPARATION PLANS FOR TREE, UTILITY, AND OTHER INFORMATION.
 3. DIMENSION SHOWN IS TO EXISTING MEZZANINE OF SOUND TRANSIT STATION.
 4. EXISTING DRILLED SHAFT CONSTRUCTED BY SOUND TRANSIT AS PART OF NORTHGATE LINK EXTENSION CONTRACT. SEE DWG S026 FOR DETAILS.
- ** INDICATES DIMENSION SHOWN IS ALONG S-LINE.



BRIDGE DEVELOPED ELEVATION (S-LINE)

ELEVATIONS SHOWN ARE AT TOP OF BRIDGE DECK ALONG S-LINE

100% SUBMITTAL NOT FOR CONSTRUCTION
OCTOBER 2018

S006
BRIDGE PLAN & ELEVATION 4



450 - 117TH AVENUE
 SUITE 120
 BELLEVUE, WA 98004
 PHONE: 425-403-6468

PW# 2018-050

APPROVED FOR ADVERTISING
LIZ ALZEER
 DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES
 SEATTLE, WASHINGTON 20

INITIALS AND DATE		INITIALS AND DATE	
DESIGNED YL	CHECKED DCO	REVIEWED:	CONST.
		SDOT	PROJ. MGR.
DRAWN HDO	CHECKED YL	RECEIVED	REVISED AS BUILT



Seattle
 Department of
 Transportation

ORDINANCE NO. 124796 PW NO. 2018-050
 SUBPROJECT ID: TC36730001
 SCALE: AS NOTED

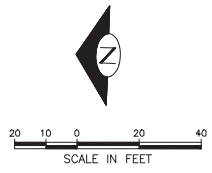
NORTHGATE BRIDGE & 1ST AVE NE PROTECTED BIKE LANE

PC	TRC0180
R/W	
CO	
VAULT PLAN NO. 782-313	
SHEET 133 OF 299	

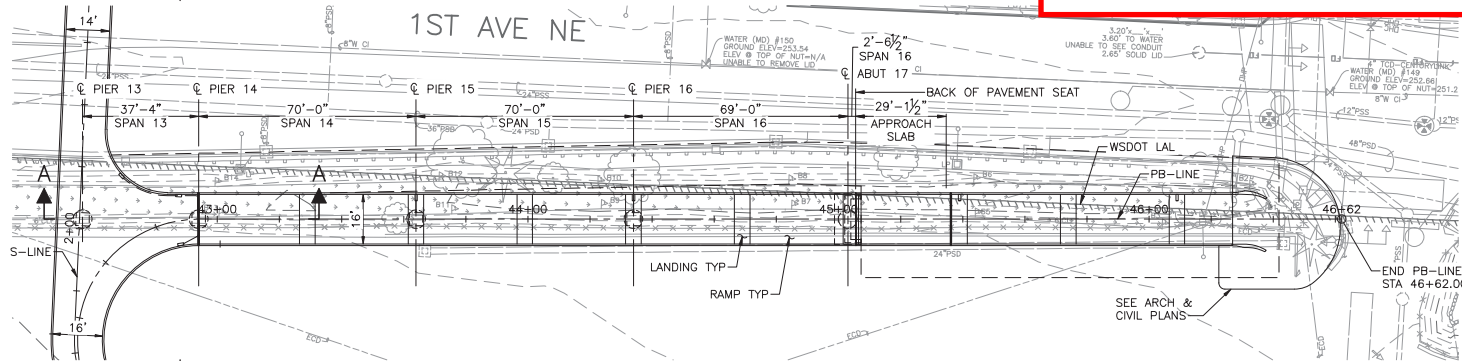
PROJECT SERIAL NO. 37235
 DATE: MARCH 2018
 NATURE: REVISIONS
 MAKE CHECKS RELEVANT

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 Oct-25-18 12:55pm

Exhibit B
Vertical Datum
ICN 1-17-14264 / TR-01-13782
SDOT Northgate Pedestrian Bridge
Trail Lease
Page 6 of 6



FOR CONTINUATION - SEE DWG S006



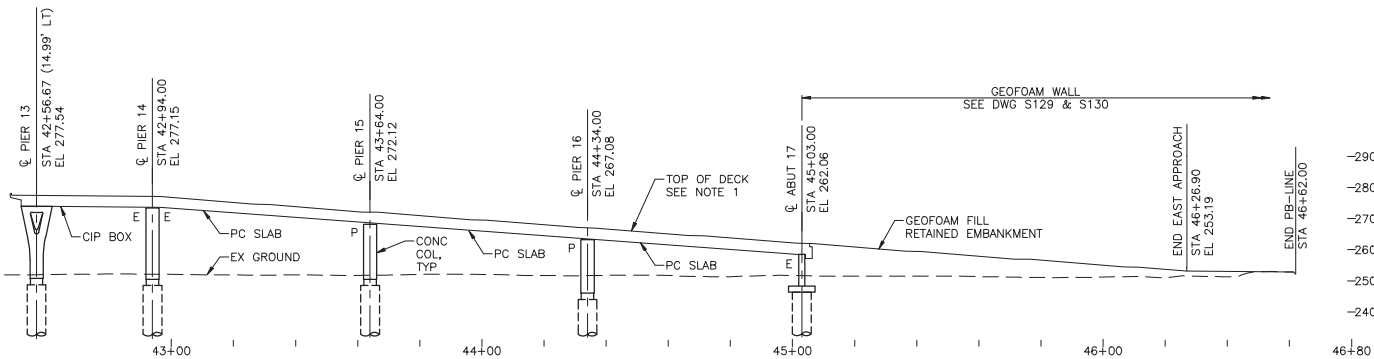
BRIDGE PLAN

NOTES:

1. REFERENCE DWG PR1 THRU PR3 FOR PROFILE GRADE.
2. SEE SITE PREPARATION PLANS FOR TREE, UTILITY, AND OTHER INFORMATION.

FOR CONTINUATION - SEE DWG S006

FOR CONTINUATION - SEE DWG S006



BRIDGE ELEVATION (PB-LINE & SECTION A-A)

ELEVATIONS SHOWN ARE AT TOP OF BRIDGE DECK ALONG PB-LINE

100% SUBMITTAL NOT FOR CONSTRUCTION
OCTOBER 2018

S007
BRIDGE PLAN & ELEVATION 5



PW# 2018-050

APPROVED FOR ADVERTISING
LIZ ALZEER
DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES
SEATTLE, WASHINGTON 20

INITIALS AND DATE		INITIALS AND DATE	
DESIGNED YL	REVIEWED:	DES:	CONST.
CHECKED DCO	SDOT	SDOT	PROJ. MGR.
DRAWN HDO	RECEIVED		
CHECKED YL	REVISED AS BUILT		



Seattle
Department of Transportation
ORDINANCE NO. 124796 PW NO. 2018-050
SUBPROJECT ID: TC36730001
SCALE: AS NOTED

NORTHGATE BRIDGE & 1ST AVE NE PROTECTED BIKE LANE

PC	TRC0180
R/W	
CO	
VAULT PLAN NO. 782-313	
SHEET 134 OF 299	

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 Oct-25-18 12:55pm
 PLOT SERIAL NO. DATE USER MAKE CHECKED BY
 37235



Washington State Department of Transportation
Attn.: Cynthia Ong, Property Management Program Manager
P.O. Box 47338
Olympia, WA 98504-7338
VIA EMAIL: Ong, Cynthia <OngC@wsdot.wa.gov>

February 22, 2021

RE: City of Seattle 2021 Appropriations to Satisfy Indemnity Claims

The City leases certain WSDOT property under leases including but not limited to those identified in Attachment A. This letter is in accordance with lease terms requiring a yearly update of the City of Seattle's budget appropriations in the Judgment and Claims Sub-fund.

For 2021, the amount appropriated in the Judgment and Claims Sub-fund, and potentially available to meet claims under the indemnity provisions of the City's leases of WSDOT property, is \$27,569,979 (which includes \$2,347,863 for litigation expenses, and \$14,439,019 to pay claims, and \$5,000,000 to satisfy unanticipated claims), and the amount of excess liability insurance coverage is \$130 million.

If you have any questions regarding this notice, please contact Daniel Bretzke, 206-733-9882 or daniel.bretzke@seattle.gov.

Sincerely,

Daniel Bretzke

Daniel Bretzke
Sr. Real Property Agent
FAS Real Estate Services Division
City of Seattle

cc: Karen Gruen, Director, FAS Real Estate Services Division
Layne Cubell, Dep. Director - Policy & Administration, FAS Real Estate Services Division

Exhibit C
City of Seattle 2021 Appropriation to Satisfy
Indemnity Claims Letter
ICN 1-17-14264 / TR-01-13782
SDOT Northgate Pedestrian Bridge Trail Lease
Page 1 of 3

Attachment A

	Tenant	Description	Term	WSDOT Lease #	WSDOT IC #	Commencement Date
1	City of Seattle, HSD	Homeless Feeding Program – Operation Sack Lunch	Year to year, automatically renewing annually	AA-1-12666	1-17-02154	4/19/2011
2	City of Seattle, SCL	I-5 Transmission Line Station’s Landscaping	Indefinite	AA-1-07215	1-17-02371	11/6/1979
3	City of Seattle, SDOT	Cougar Mountain Radio Site	On holdover, expires in 2022	WF-1-11367	1-17-03521	5/31/2002
4	City of Seattle, FAS	Seattle Municipal Tower	Expires on May 4, 2064, but can be renegotiated	AA-1-10494	1-17-04819	3/28/1988
5	City of Seattle, Parks	Old Colman School Playground Ground Lease & I-90	Expires in 2017, but can be renewed	RA-1-10542	1-17-05677	4/25/1997
6	City of Seattle, Parks	Day Street Ramp & I-90	Expires in 2052, but can be renewed	AA-1-10543	1-17-05679	4/25/1997
7	City of Seattle, Parks	Air Space Leases & I-90	Expires in 2017, but can be renewed	AA-1-10546	1-17-05680	4/25/1997
8	City of Seattle, FAS	Charles Street WSDOT Lease	Expires on February 28, 2025, extension to 2030	AA-1-10891	1-17-05807	3/1/2010
9	City of Seattle, Parks	Plymouth Pillars Park	Expires in 2016	AA-1-11481	1-17-06633	2/3/2006
10	City of Seattle, Parks	I-5 Colonnade	Indefinite	AA-1-11623	1-17-06970	3/4/2005
11	City of Seattle, SDOT	Mountain to Sound Trail	Expires in 2023, but may be renewed	TR-1-12702	1-17-08803	3/21/2013
12	City of Seattle, SPU	S. Transfer Station Bike/Pedestrian Pathway	Month to month, automatically renews	AA-1-13053	1-17-09488	12/16/2012
13	City of Seattle, Parks	Two parcels of land for parks	Expires in 2015	AA-7-05522	7-17-02191	6/27/1975
14	City of Seattle, Parks	North Passage & South Passage Parks	Expires in 2016	AA-7-05395	15	8/19/1976
15	City of Seattle SDOT	Landscaping under I-5 at Eastlake	Na	GM251 x		1/30/1962
16	City of Seattle SDOT	Habitat Bench on Seattle Waterfront from Washington State Department of	Expires 10/28/38	GCB 2768	IC 1-17-08377	10/29/2018

Exhibit C

		Transportation Ferries Division				
17	City of Seattle SDOT	Construction Agreement GCB 3274 – Northgate SDOT Pedestrian Bridge	Agreement in place during construction	GCB 3274	NA	12/9/2019
18	City of Seattle SDOT	Trail Lease Northgate SDOT Pedestrian Bridge	10 years but may be renewed	TR-01-13782	1-17-14264	Lease anticipated Oct 2021
19	City of Seattle SDOT	Portion of I-5 Airport Way S at Royal Brough way	Five years from retroactive date from April 17,2017	AA-01-13785	A-1-17-14829	Draft Lease sent to WSDOT Oct 2020

Exhibit C
City of Seattle 2021 Appropriation to
Satisfy Indemnity Claims Letter
ICN 1-17-14264/TR-01-13782
SDOT Northgate Pedestrian Bridge Trail
Lease
Page 3 of 3

Exhibit D - Depiction of Cooperative Agreement CA-01-14339
ICN 1-17-14264 / TR-01-13782
SDOT Northgate Pedestrian Bridge Trail Lease
 Page 1 of 2

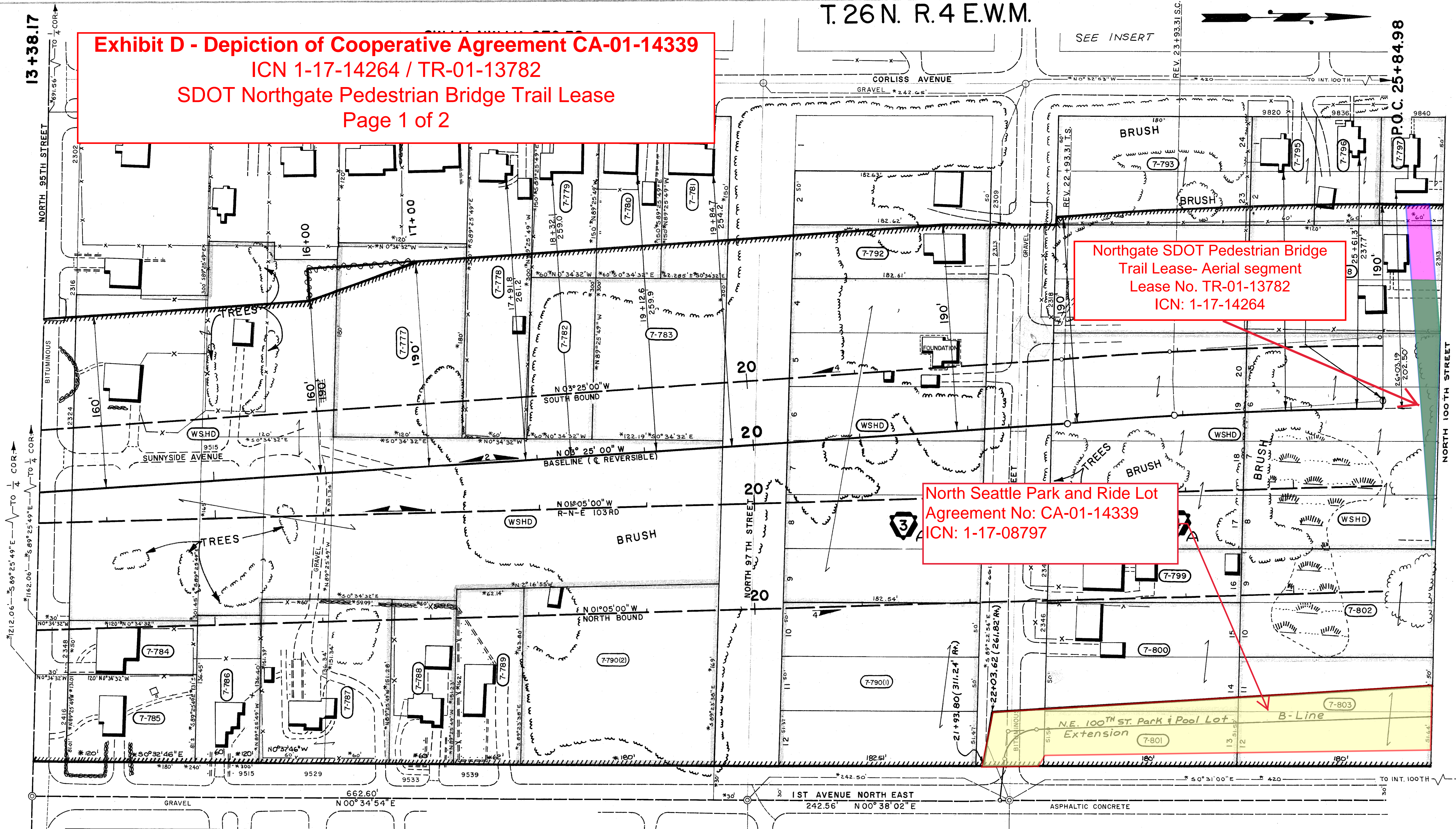
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SEE INSERT

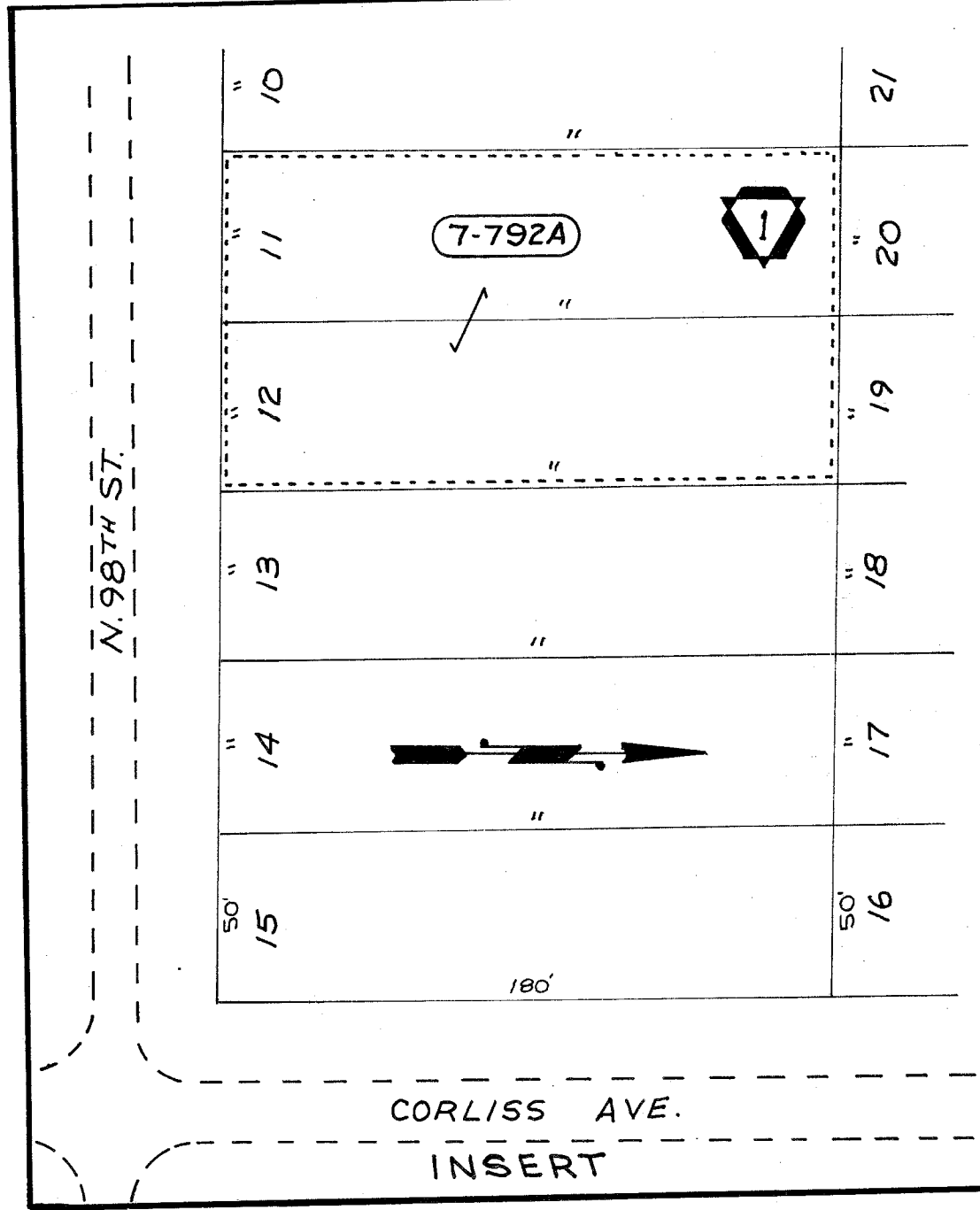
FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-3(11)170			

REVISION	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			

DATE	BY	DESCRIPTION



PARCEL NO.	NAME	TOTAL AREA	TAKE	REMAINDER
7-777	SCHROEDER	21,600	18,130	2870
7-778	FERRARI	18,000	10,160	7840
7-779	OLSON	9,000	1,410	7,590
7-780	INKS	9,000	1,660	7,340
7-781	RICHARDSON	9,350	2,000	7,350
7-782	J.W. MORRISON, INC.	9,000	9,000	
7-783	J.W. MORRISON, INC.	18,340	18,340	
7-784	FRISON	6,000	6,000	
7-785	CHAN	9,720	9,720	
7-786	CARROLL	8,190	8,190	
7-787	SIMPSON	18,160	18,160	
7-788	COONSE	9,080	9,080	
7-789	BOWKER	10,110	10,110	
7-790(1)	NAT'L BANK OF COM. OF SEATTLE	27,640	27,640	
7-790(2)	OF SEATTLE	29,950	29,950	
7-791	NOT USED			
7-792	COMBS	9,130	8,450	700
7-793	GREEN	18,000	23,40	15,660
7-794	BURNS	18,000	18,000	
7-795	SCHUG	6,000	10,30	4,970
7-796	VETERANS ADMINISTRATION	6,000	11,10	4,890
7-797	ROBERTS	6,000	11,30	4,870
7-798	BUTT	18,000	18,000	
7-799	FYE	9,000	9,000	
7-800	NAT'L BANK OF COM. OF SEATTLE	18,000	18,000	
7-801	GRAHAM	9,280	9,280	
7-802	LANGE	18,000	18,000	
7-803	HYATT	18,300	18,300	



- Legend:**
- =King County Metro Responsibility
 - =King County Metro Responsibility up to underside of trail facility. SDOT responsibility for aerial trail facility only
 - =SDOT Responsibility
 - =WSDOT Responsibility up to underside of trail facility. SDOT responsibility for aerial trail facility only

ACCESS NOTE:
 Access to and from the N.E. 100th St. Park and Pool Lot Extension will be permitted from 1st Ave. N.E. Via. the B' Line at approximate Sta. 22+05 on the Right.

NOTES

ALL PAVEMENTS, CURBS, SIDEWALKS, DRIVEWAYS, AND ALLEYS ARE CEMENT CONCRETE UNLESS OTHERWISE NOTED.

COORDINATE SYSTEM USED: LAMBERT NORTH ZONE.

ALL BEARINGS AND DISTANCES PRECEDED BY AN ASTERISK ARE TAKEN FROM TITLE REPORTS AND PLAT MAPS.

LEGEND

ACCESS TO BE PROHIBITED SHOWN THUS:	
PROPERTY OWNERSHIP NUMBERS	
PROPERTY LINES	
COORDINATED MONUMENT, CITY OF SEATTLE	
EXISTING MONUMENT	
RETAINING WALL	
ROCKERY	
STATE-OWNED, DEPT OF HIGHWAYS	

DAMAGE CLAIMS	
PARCEL NO.	NAME
7-792A	LOGAN

CURVE DATA		SPIRALS BACK & AHEAD							
P.I. STATION	Δ	CΔ	D	R	T	L	Q	DE	Ls
REV. 25+85.30	7°15'00"RT	5°45'00"	1°30'00"	3,819.72	292.00	383.33	1 1/2	0°45'00"	1.0000

EXHIBIT A

NOTE:
 Approved per State Highway Commission Order Sept. 20, 1960

PRIMARY STATE HIGHWAY NOT SR 5

SEATTLE FREEWAY
 E. 75th ST. TO E. 145th ST.
 KING COUNTY

RIGHT OF WAY
 Station 13+38.17 to Station 25+84.98

WASHINGTON STATE HIGHWAY COMMISSION
 DEPARTMENT OF HIGHWAYS
 OLYMPIA, WASHINGTON

11 E. MORAN
 E. STONE

12 J. RICHARD, CHAIRMAN
 E. A. COWELL

SCALE
 1 Inch = 50 Feet

APPROVED June 7, 1960.

SHEET 6 OF 22 SHEETS

LETTER	DATE	DESCRIPTION	BY
Letter 11-20-84	1-14-85	Added NE 100 th St. Park & Pool Lot Extension and Access Note	SRT
Letter 10-16-89	10-16-89	Damage Claim Parcel noted	RLS
Letter 11-24-81	12-5-81	Dist. to Bldg. Added on Lt. Sta. 26+03.19	B.K.
Letter 7-5-60	9-27-60	R/W V/A Ownership Revised Lt. Sta. 16+00 to Sta. 17+00	A.L.B.
AUTHORITY	DATE	SUBSEQUENT APPROVAL	BY

SW 1/4 NW 1/4 SEC.32
P.O.C. 25+84.98

T. 26N. R. 4 E.W.M.

Exhibit D - Depiction of Cooperative Agreement CA-01-14339
ICN 1-17-14264 / TR-01-13782
SDOT Northgate Pedestrian Bridge Trail Lease
Page 2 of 2

- Legend:**
- =King County Metro Responsibility
 - =King County Metro Responsibility up to underside of trail facility. SDOT responsibility for aerial trail facility only
 - =SDOT Responsibility
 - =WSDOT Responsibility up to underside of trail facility. SDOT responsibility for aerial trail facility only

ACCESS NOTE:
No.21. The privilege of access to areas within the right of way is permitted from outside the right of way to the user designated, solely for use authorized by and subject to the conditions of the Franchise, Permit, or Agreement specified. No access will be allowed to the traveled highway lanes or ramps.

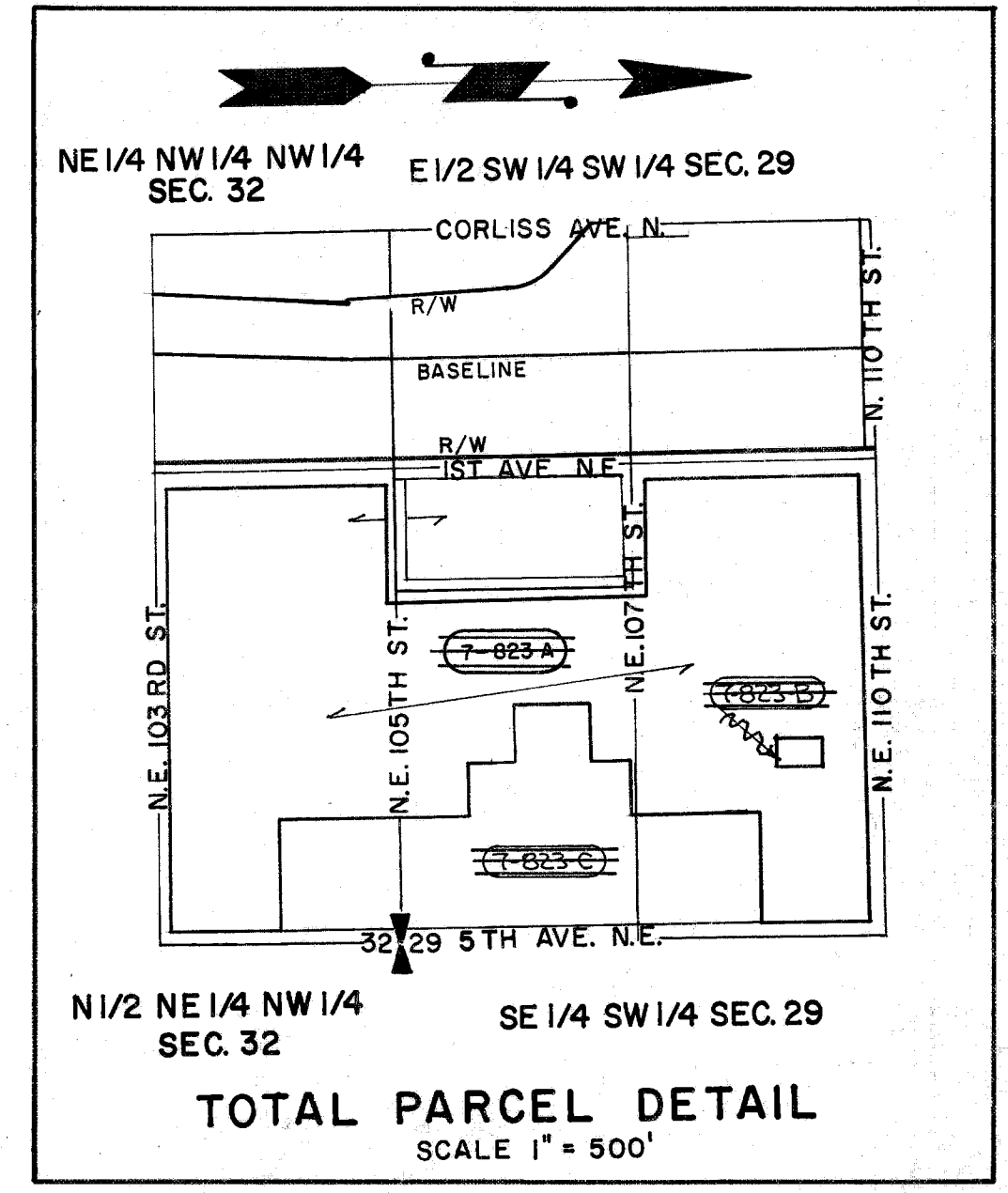
Roman Numeral depicts revision of specific date

PARCEL NO.	NAME	TOTAL AREA	TAKE	REMAINDER
7-804	RAMSEY	ACCESS ONLY		
7-805	FALLMER	36,000	36,000	
7-806	STAAR	36,000	14,830	21,170
7-807	FALLMER	18,000	18,000	
7-808	HAMPSON	9,000	9,000	
7-809	HAMPSON	9,350	9,350	
7-810	GILL	13,500	13,500	
7-811	HAWKINSON	27,340	27,340	
7-812	SKUTT	27,390	2,880	24,510
7-813	SHEVLING	18,250	18,250	
7-814	JONES	18,620	18,620	
7-815	RADFORD	3,44AC	3,44AC	
7-816	JOHNSON	3,35AC	3,35 AC.	
7-814A	GROUP HEALTH COOP	ACCESS ONLY		
7-823A	NORTHGATE CENTERLINE	ACCESS ONLY		
7-823B	NORTH BANK OF COMM.			
7-823C	ALSTORES REALTY			

Northgate SDOT Pedestrian Bridge Trail Lease- Aerial segment
Lease No. TR-01-13782
ICN: 1-17-14264

North Seattle Park and Ride Lot Cooperative Agreement No:
CA-01-14339
ICN: 1-17-08797

Northgate SDOT Pedestrian Bridge Trail Lease-at-grade segment
Lease No. TR-01-13782
ICN: 1-17-14264



Note: Approved per State Highway Commission order May 15, 1962

Note:
Sta. 32+00 to Sta. 39+00 Approved per State Highway Commission Order March 21, 1961

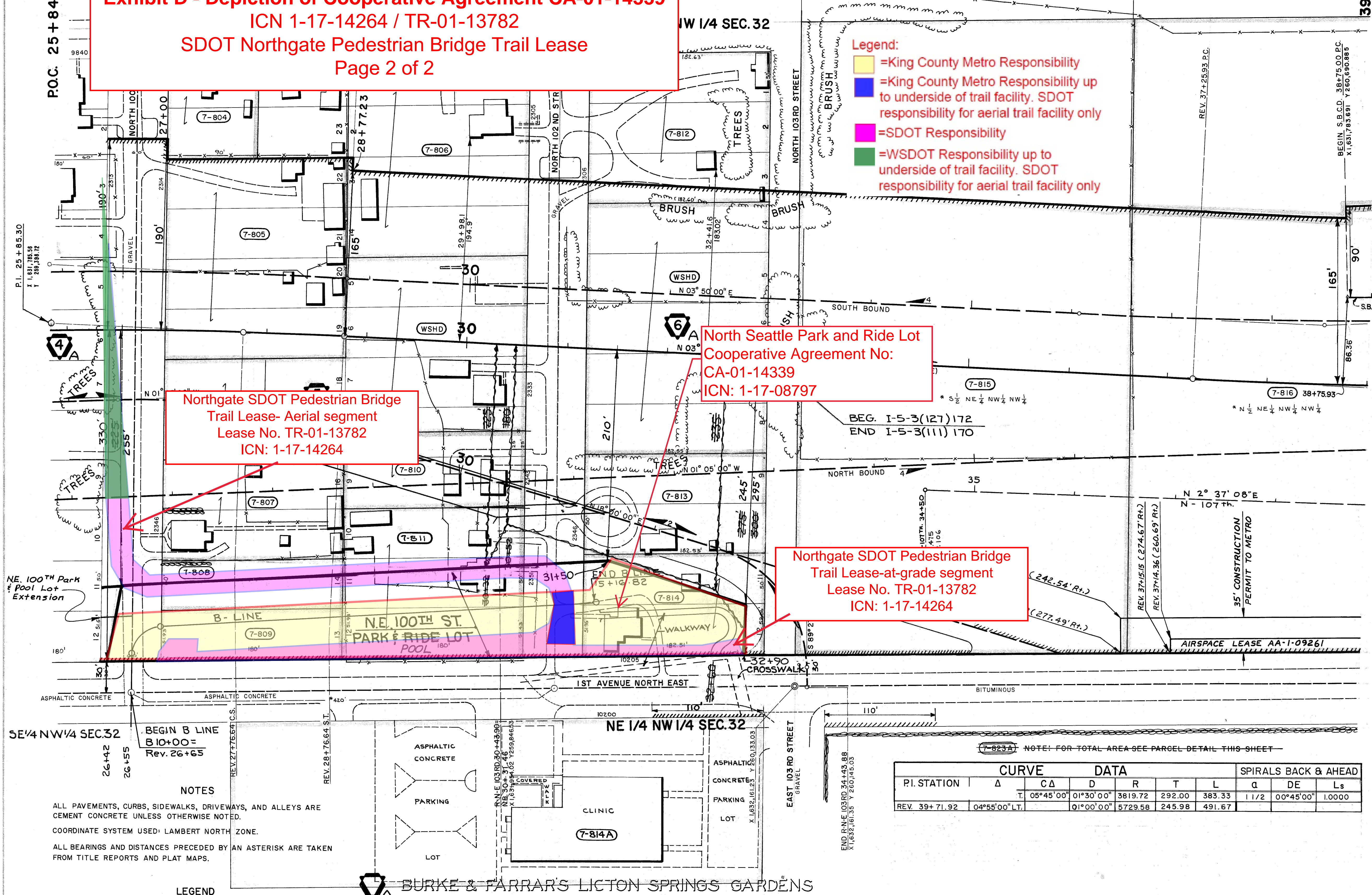
EXHIBIT A

NOTE:
Sta. 25+84.98 to Sta. 33+15 Approved per State Highway Commission Order Sept. 20, 1960

PRIMARY STATE HIGHWAY NO. 1 SR 5
SEATTLE FREEWAY
E. 75th ST. TO E. 145th ST.
KING COUNTY
RIGHT OF WAY
Station 25+84.98 to Station 39+00

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

1 Inch = 50 Feet
APPROVED June 7, 1960
SHEET 7 OF 22 SHEETS



NOTES

ALL PAVEMENTS, CURBS, SIDEWALKS, DRIVEWAYS, AND ALLEYS ARE CEMENT CONCRETE UNLESS OTHERWISE NOTED.

COORDINATE SYSTEM USED: LAMBERT NORTH ZONE.

ALL BEARINGS AND DISTANCES PRECEDED BY AN ASTERISK ARE TAKEN FROM TITLE REPORTS AND PLAT MAPS.

ACCESS NOTE:
Access to and from the Park and Ride Lot will be permitted from 1st Avenue N.E. via the B-Line at Rev. Sta. 26+65 on the right. Pedestrian access will be permitted along Walkway as provided.

P.I. STATION	Δ	CURVE DATA			SPIRALS BACK & AHEAD				
		CΔ	D	R	T	L	α	DE	Ls
REV. 39+71.92	04°55'00" LT.		0°00'00"	5729.58	245.98	491.67	1 1/2	00°45'00"	10000

METRO	Rev. 37+14.36 to 39+63.80 (AA-1-09261)	21
SPECIFIED USER	STATION ON ROADWAY	TYPE
ACCESS APPROACH SCHEDULE		
LETTER	DATE	BY
Letter 7-15-88	1-27-89	SRT
Letter 11-30-84	1-14-85	SRT
Letter 12-23-81	1-25-82	RLS
Letter 9-21-81	11-2-82	JS
Letter 4-8-89	5-1-89	R.W.N.
Letter 1-28-84	2-24-84	P.S.
I.D.C. 3-7-62	4-3-62	B.K.
I.D.C. 3-18-62	3-13-62	B.K.
Letter 2-13-62	2-27-62	O.L.L.
I.D.C. 4-21-61	5-2-61	O.L.L.

LETTER	DATE	DESCRIPTION	BY
Letter 7-15-88	1-27-89	Added Airspace Lease AA-1-09261 on Rt. Sta. Rev. 37+14.36 to Rev. 39+00; Added Construction Permit on Rt. Sta. Rev. 36+63.85 to Rev. 39+00.	SRT
Letter 11-30-84	1-14-85	Revised NE 100th Park and Ride Lot to Park and Pool Lot. Added NE 100th Park and Pool Lot Extension	SRT
Letter 12-23-81	1-25-82	Revised westerly boundary NE 100th St Park & Ride Lot. 30+32 to 32+40	RLS
Letter 9-21-81	11-2-82	Added NE 100th St Park & Ride Lot Access Note, Rev. Total Plan Sheet No.	JS
Letter 4-8-89	5-1-89	Deleted Parcels 7-823A, 7-823B, 7-823C.	R.W.N.
Letter 1-28-84	2-24-84	Total Parcel Detail rev. of Parcels 7-823A & 7-823C added. 7-823A rev.	P.S.
I.D.C. 3-7-62	4-3-62	Parcel 7-815 Name & Area Rev.	B.K.
I.D.C. 3-18-62	3-13-62	N-107th Ramp Added	B.K.
Letter 2-13-62	2-27-62	Ownerships revised	O.L.L.
I.D.C. 4-21-61	5-2-61	L/A added Rt. Sta. 32+00+ to Sta. 33+00+ on 1st Ave N.E.; Topog. added & Ownerships rev.	O.L.L.

DESIGNED	DATE
CHECKED	DATE
IN CHARGE	DATE
APPROVED	DATE

DATE	BY
REVISED	BY
REVISED	BY
REVISED	BY
REVISED	BY

SEAL