

Underlying documents



Filed for Record at Request of:

When Recorded Return to:

Helaine Honig
City of Seattle Law Department
600 Fourth Avenue, 10th floor
Seattle, Washington 98104-1877

Document Title: Quitclaim Deed
Reference Number of Document Assigned or Released: Not Applicable
Grantor's Name: United States of America
Grantee's Name: City of Seattle
Abbreviated Legal Description: Portion of SEC. 2, T25N, R4E, W.M. (Additional legal on Exhibit "A" of document)
Assessor's Property Tax Parcel/Account Number:
02 2504 9001-0 (Part), 02 2504 9061-0 (Part)

N4425598RP00Z011

QUITCLAIM DEED

9808190667

This Deed is made this 11th day of August, 1998, by the UNITED STATES OF AMERICA, acting by and through the Department of the Navy (herein called "Grantor"), in favor of THE CITY OF SEATTLE, a municipal corporation of the State of Washington (herein called "Grantee").

RECITALS

- A. The Defense Base Closure and Realignment Commission's recommendations for 1991 included the closure of the former Naval Station Puget Sound (Sand Point), Seattle, Washington.
- B. The Navy requested the City of Seattle, in 1991, to take the lead role in the reuse planning for Sand Point. Later in that year, the City was recognized as the Local Redevelopment Authority. The City has continued to revise its reuse plans for Sand Point that started with the City of Seattle Community Preferred Reuse Plan (1993). On June 16, 1997, the City Council adopted certain planning documents and zoning ordinances related to Sand Point. To facilitate reintegration of Sand Point into the surrounding urban area and to maintain emergency access, the Reuse Plan developed a system of public streets, public access/utility rights-of-way, and easements that utilize the existing streets of Sand Point. This component of the Reuse Plan requires acquisition of a parcel totaling approximately 13.5 acres of improved property.

62nd
Ave NE
+
other streets
on base

1
E1632680 08/19/98 .00 .00

N4425598RP00Z011

22.00 194 910 5000000 ALMOR SWIX IN 00140101 1990-51006

25x1

C. In accordance with the provisions of the Community Environmental Response Facilitation Act, the Navy prepared an Environmental Baseline Survey (EBS) for the property dated March 1, 1996. On May 16, 1996, the State of Washington Department of Ecology issued a No Further Action determination. A Finding of Suitability to Transfer (FOST) for Sand Point was approved by the United States Department of the Navy on April 15, 1998. Grantee acknowledges that it has received copies of the EBS and FOST, together with all documents attached thereto. Remedial action taken by the Navy is set forth in the Base Realignment and Closure Cleanup Plan (BCP), Close Out Version, dated "revised February 28 1996."

D. This conveyance of property is made pursuant 40 U.S.C. 484(e).

CONVEYANCE AND RESERVATIONS

Grantor does hereby release, convey and quitclaim to Grantee, and to its successors and assigns, all Grantor's right, title and interest, together with all after-acquired title of the Grantor and any and all rights in abutting streets, in and to the real property and all improvements and personal property thereon (the "Property"), located in King County, Washington and described in Exhibit "A" which is attached hereto and incorporated herein by this reference, with the following reservations:

A reservation to the United States Government and its assigns, providing a non-exclusive access and utility easement as described in Exhibit "B" attached hereto and made part hereof.

A reservation to the United States Government and its assigns, providing a road structure easement for the installation, use, operation and maintenance of the underground road substructures, support members and other related equipment over, under and across a portion of land in Government Lots 1, 2 and the Southwest Quarter of the Northwest Quarter of Section 2, Township 25 North, Range 4 East, Willamette Meridian and as further described in Exhibit "C" attached hereto and made a part hereof.

REPRESENTATIONS, COVENANTS AND RESTRICTIONS

1. The Grantor represents as follows: Asbestos and asbestos containing materials have been found on the Property as described in the FOST and its attachments. Accessible, friable, damaged asbestos has been remediated in accordance with applicable federal law.
2. The United States of America, in accordance with 42 USC 9620(h), hereby covenants and warrants to the Grantee, its successors and assigns, that (1) all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property has been taken before the date of this deed and (2) any additional remedial action found to be necessary after this date shall be conducted by the United States of America, acting by and through the Department of the Navy. The United States of America, acting by and through the Department of the Navy, reserves necessary access rights to the Property in any case

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in which remedial or corrective action is found to be necessary after the date of this deed.

3. Grantor shall indemnify and hold harmless the Grantee, its successors and assigns, in accordance with Public Law 102-484, Section 330, as amended.

4. In connection with Grantor's covenant made in paragraph 2, the Grantee agrees on behalf of itself, its successors and assigns, as a covenant running with the land, that Grantor, and its officers, agents, employees, contractors and subcontractors, shall have the right, upon reasonable notice to Grantee, its successors and assigns, to enter upon the Property in any case in which a response or corrective action is found to be necessary at such Property after the date of this deed.

5. The right to enter described in paragraph 4 shall include the right to conduct tests, investigations and surveys, including, where necessary, drilling, test-pitting, boring and other similar activities. Such right shall also include the right to construct, operate, maintain or undertake any other response or corrective action as required or necessary including, but not limited to, monitoring wells, pumping wells and treatment facilities. Any such entry, including such activities, response or corrective actions, shall be coordinated with the Grantee or its successors and assigns, and shall be performed in a manner which minimizes a) any damage to any structures on the Property and, b) any disruption or disturbance of the use and enjoyment of the Property.

6. **PRESERVATION COVENANT:** The Grantee hereby covenants on behalf of itself, its heirs, successors and assigns at all times to the United States, to maintain those portions of the Property as are within the Sand Point Historic District, to wit, portions of parcel 9A, in accordance with the Historic Preservation Covenant, attached hereto as Exhibit "D". Incorporation of the Historic Preservation Covenant into this Quitclaim Deed was made pursuant to the October 1997, Programmatic Agreement among The Department of the Navy, The Advisory Council on Historic Preservation, and The Washington State Historic Preservation Officer Regarding: Base Closure and Disposal of The Naval Station Puget Sound, Sand Point a copy of which can be located at Office of Sand Point Operations, 7400 Sand Point Way NE, Seattle, WA 98115.

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GRANTOR:
UNITED STATES OF AMERICA

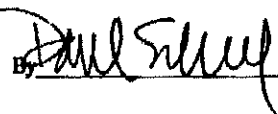
By 
ROBERT K. UHRICH
Real Estate Contracting Officer
Engineering Field Activity, Northwest
Naval Facilities Engineering Command

Reviewed and Approved
As to Form and Legality:


Jeffrey M. Denson
Assistant Counsel

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GRANTEE:
THE CITY OF SEATTLE

By 

STATE OF WASHINGTON

COUNTY OF KITSAP

On this 11th day of August 1998, before me personally appeared Robert K. Ulrich, known or identified to me to be the authorized agent of the United States of America, the governmental entity that executed the instrument or the person who executed the instrument on behalf of said governmental entity, and acknowledged to me that such governmental entity executed the same.

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

Date: 11 August 1998



Use this space for Notary Seal/Stamp

Linda L. Milius
NOTARY PUBLIC in and for the State of
Washington residing at Bremerton WA 98311
My commission expires: 1 May 1999
PRINT NAME: LINDA L. MILIUS

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CITY ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF KING

On this 18th day of August, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared PAUL SCHELL to me known to be the MAYOR of The City of Seattle, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

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

Date: 8/18/98

S. Mulvihill
NOTARY PUBLIC in and for the State of
Washington residing at Seattle
My commission expires: 5/15/99
PRINT NAME: Sally Mulvihill

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Use this space for Notary Seal/Stamp

EXHIBIT "A"

PARCEL 9A
Parcel Containing Streets
Access Parcel
Property Description
(revised 09/17/97)

Those portions of Section 2, TWP 25N, RNG 04E, as acquired by the U. S. Navy on behalf of the United States of America described as follows:

Commencing at the southwest corner of said Lot 2, accepted as being the same as the intersection of the centerline of Sand Point Way NE with the production east of the north margin of NE 75th Street, thence S 00° 48' 49" E on said centerline a distance of 212.12 feet, thence N 89° 11' 11" E a distance of 40.00 feet to the east margin of Sand Point Way NE, thence S 00° 48' 49" E on said east margin a distance of 55.12 feet to the True Point of Beginning, thence N 89° 42' 47" E a distance of 423.52 feet, thence N 0° 01' 33" W a distance of 905.00 feet, thence S 89° 57' 38" W a distance of 326.92 feet, to a point of curvature of a curve concave to the north and east the radial center of which bears N 00° 02' 02" W at a distance of 90.00 feet, thence north and west on said curve an arc distance of 97.10 feet, thence N 28° 13' 40" W a distance of 388.18 feet to a point of curvature of which the radial center bears S 61° 46' 20" W at a distance of 13.89 feet, thence continuing on the curve concave to the south an arc distance of 30.79 feet to a point of compound curvature of which the radial center bears S 65° 15' 50" E at a distance of 221.90 feet, thence continuing on the curve concave to the southeast for an arc distance of 80.10 feet to a point of compound curvature of which the radial center bears S 45° 56' 49" E at a distance of 440.09 feet, thence continuing on the curve concave to the east for an arc distance of 318.60 feet to a non-tangent cusp, thence N 89° 56' 53" W a distance of 83.74 feet to a point on a curve on the east margin of Sand Point Way NE, the radial center of which bears N 66° 27' 12" E at a distance of 533.90 feet, thence continuing northwesterly on said east margin on the curve concave to the north and east, for an arc distance of 89.41 feet, thence continuing on said east margin N 13° 57' 05" W a distance of 336.45 feet, thence leaving said east margin N 50° 08' 22" E a distance of 145.73 feet, thence N 72° 22' 29" E a distance of 60.45 feet, thence N 78° 56' 30" E a distance of 139.78 feet, thence N 89° 59' 39" E a distance of 483.06 feet to the west boundary of a parcel of land under the jurisdiction of the United States Department of Commerce (NOAA), thence S 00° 01' 33" E on said west boundary a distance of 958.20 feet to a concrete monument with metal disk stamped "U.S. NAVY 10", thence continuing S 00° 01' 33" E a distance of 464.84 feet, thence N 89° 42' 47" E a distance of 689.95 feet to the west boundary of Warren G. Magnuson Park as established in 1975, thence S 00° 02' 51" W on said west boundary a distance of 86.00 feet, thence leaving said west boundary S 89° 42' 47" W a distance of 796.53 feet, thence S 00° 01' 23" E a distance of 1622.11 feet thence S 23° 24' 06" E a distance of 323.73 feet, thence S 00° 19' 00" E a distance of 331.50 feet, thence S 89° 35' 06" E a distance of 1015.52 feet, thence S 01° 17' 21" E a distance of 32.30 feet to the north boundary of a parcel of land under the jurisdiction of the United States Department of Interior (NBS), thence S 88° 39' 59" W on said north boundary a distance of 201.07 feet to the northwest corner of said NBS parcel, thence S 00° 38' 51" E on the west boundary of said NBS parcel a distance of 21.33 feet to the south line of said Section 2, thence S 89° 50' 20" W on said section line 25.00 feet to the south quarter corner of said Section 2, thence continuing on the south line of said Section 2, N 89° 33' 06" W a distance of 1279.56 feet to the east margin of Sand Point Way NE, thence N 00° 48' 49" W on said east margin a distance of 60.01 feet, thence leaving said east margin S 89° 35' 06" E a distance of 429.94 feet, thence N 00° 19' 00" W a distance

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of 318.48 feet, thence N 23° 24' 06" W a distance of 424.71 feet, thence N 00° 01' 23" W a distance of 531.26 feet, thence S 89° 57' 32" W a distance of 276.82 feet to the east margin of Sand Point Way NE, thence N 00° 48' 49" W on said east margin a distance of 60.01 feet, thence leaving said east margin N 89° 57' 32" E a distance of 277.65 feet, thence N 00° 01' 23" W a distance of 946.27 feet, thence S 89° 42' 47" W a distance of 290.69 feet to the east margin of Sand Point Way NE, thence N 00° 48' 49" W on said east margin a distance of 90.00 feet to the True Point of Beginning.

EXCEPT THE FOLLOWING DESCRIBED PARCEL:

That portion of the northeast quarter (NE⁴) of the southwest quarter (SW⁴), the southwest quarter (SW⁴) of the northwest quarter (NW⁴) and Govt. Lot 2 in Section 2, TWP 25N, RNG 04E, as acquired by the U. S. Navy on behalf of the United States of America by deed recorded in the records of King Co., Washington in Vol. 1306 at pg. 455, described as follows:

Commencing at the southwest corner of said Lot 2, accepted as being the same as the intersection of the centerline of Sand Point Way NE with the production east of the north margin of NE 75th Street, thence S 00° 48' 49" E on said centerline a distance of 212.12 feet, thence N 89° 11' 11" E a distance of 40.00 feet to the east margin of Sand Point Way NE, thence S 00° 48' 49" E on said east margin a distance of 55.12 feet, thence N 89° 42' 47" E a distance of 423.52 feet, thence N 0° 01' 33" W a distance of 945.00 feet to the True Point of Beginning, thence S 89° 54' 15" W a distance of 382.55 feet, thence S 78° 17' 54" W a distance of 116.65 feet to a point of curvature the radial center of which bears S 11° 42' 06" E at a distance of 118.61 feet, thence on said curve concave to the southeast an arc distance of 82.17 feet to a non-tangent cusp, thence leaving said S 28° 13' 40" E, a distance of 411.42 feet to a point of curvature the radial center of which bears N 61° 46' 20" E at a distance of 50.00 feet, thence on said curve concave to the northeast an arc distance of 53.94 feet, thence N 89° 57' 38" E a distance of 326.93 feet to the True Point of Beginning.

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EXHIBIT "B"
ACCESS/UTILITY EASEMENT RESERVATION

Grantor hereby reserves an easement for itself and its successors and assigns for access and utilities over and across a parcel of land in Section 2, Township 25 North, Range 4 East, Willamette Meridian, King County, Washington connecting the property of the Sand Point Peninsula located east of the former Naval Station Puget Sound with the public right-of-way known as Sand Point Way N. E., at the former military main gate entrance, said easement (a segment of N.E. 74th Street) is generally 60.00 feet in width, with two exceptions, being 30.00 feet on each side of a centerline and more particularly described as follows:

Commencing at the quarter corner common to Sections 2 and 11, Township 25 North, Range 4 East, Willamette Meridian; thence North 15° 58' 06" West, 2978.33 feet to a concrete monument stamped 10; thence North 89° 57' 50" East, 690.52 feet to a concrete monument stamped 9 from which a concrete monument stamped 10-6 bears South 00° 01' 58" East, 823.70 feet; thence South 00° 01' 58" East, 520.30 feet to the True Point Of Beginning; thence South 89° 53' 41" West, 179.18 feet to the beginning of the first exception in width of said easement; at this point the easement extends to 30.00 feet each side of the centerline which continues South 89° 53' 41" West, 17.00 feet; at which point the easement extends to 30.00 feet South and 41.00 feet North of the centerline which continues South 89° 53' 41" West, 74.15 feet; at which point the easement remains 30.00 feet South and 41.00 feet North of the centerline which continues South 89° 53' 41" West, 17.00 feet; at which point the easement again extends to 30.00 feet each side of the centerline which continues South 89° 53' 41" West, 906.56 feet to the East margin of Sand Point Way N.E. and the terminus of said easement centerline.

The easement margins are to be extended or shortened to meet in angle points except at the east margin of Sand Point Way N.E. at which location the margins of the easement are to form 100 foot radius filleted curves with the east margin of said Sand Point Way N.E., the North curve is concave to the Northeast and the South curve is concave to the Southeast.

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EXHIBIT "C"
ROAD STRUCTURE EASEMENT RESERVATION

Easements for the installation, use, operation and maintenance of the underground road substructures, support members and other related equipment over, under and across a portion of land in Government Lots 1, 2 and the Southwest Quarter of the Northwest Quarter of Section 2, Township 25 North, Range 4 East, Willamette Meridian, known as a portion of the former Sand Point Naval Air Station, Seattle, King County, Washington adjacent to the surveyed parcel for the National Oceanic and Atmospheric Administration (N.O.A.A.) by Penhallegon Associates Consulting Engineers, Inc. and recorded in book 119 of surveys at page 234, A & B under Recorder's number 9801299010 described as follows:

BEGINNING at a point on the southerly line of said N.O.A.A. parcel being identified by a 5/8" iron rebar with cap marked P.A.C.E., L.S. 11691 hereinafter referred to as "rebar marker" and noted upon said survey as coordinate point number 215;

Thence North 88 degrees 01' 06" East along the southerly line of said N.O.A.A. parcel a distance of 42.602 meters (139.77 feet) to a rebar marker and noted upon said survey as coordinate point number 216;
Thence South 88 degrees 55' 32" East along said line a distance of 45.720 meters (150.00 feet);
Thence South 01 degrees 04' 08" West a distance of 3.048 meters (10.00 feet);
Thence North 88 degrees 55' 2" West a distance of 45.504 meters (149.29 feet);
Thence South 80 degrees 01' 06" West a distance of 42.227 meters (138.54 feet) to the point of curvature of a tangent curve to the right having a radius of 10.363 meters (34.00 feet); thence westerly along the arc of said curve through a central angle of 38 degrees 47' 31" a distance of 7.017 meters (23.02 feet) to a point on the southerly line of said N.O.A.A. parcel;
Thence North 73 degrees 27' 01" East along said line a distance of 6.532 meters (21.43 feet) to the POINT OF BEGINNING.

TOGETHER WITH;

BEGINNING at a point on the northerly line of said N.O.A.A. parcel being identified by a 5/8" iron rebar with cap marked P.A.C.E., L.S. 11691 hereinafter referred to as "rebar marker" and noted upon said survey as coordinate point number 207;
Thence North 61 degrees 35' 41" West along the northerly line of said parcel a distance of 10.269 meters (33.69 feet) to a rebar marker and noted upon said survey as coordinate point number 208; Thence North 28 degrees 24' 19" East a distance of 3.048 meters (10.00 feet);
Thence South 61 degrees 35' 41" East a distance of 8.690 meters (28.51 feet) to a point on the westerly line of said parcel;
Thence South 01 degrees 02' 49" West on said line a distance of 3.432 meters (11.26 feet) to the POINT OF BEGINNING.

All according to that certain boundary survey by Penhallegon Associates Consulting Engineers, Inc. for the National Oceanic and Atmospheric Administration, Western Regional Center Access Road, P.A.C.E. Project Number 96545 dated July 04, 1996 and recorded with the King County Recorder's Office under Recorder's number 9801299010 and recorded in book 119 of surveys at pages 234, A & B.

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EXHIBIT "D"
HISTORIC PRESERVATION COVENANT

Most of the public streets and right of way (ROW) conveyed are within the Naval Station Puget Sound (NSPS) Sand Point Historic District. A location map depicting the streets and ROW in relation to the Historic District is provided on Attachment (I) to this Exhibit. Attributes of concern are identified on this map and include the original street surface, hand finished rounded curbs, mature street trees and view corridors. The Grantee hereby covenants on behalf of itself and its successors and assigns to maintain and preserve the streets and ROW within the NSPS Sand Point Historic District in a manner that preserves those attributes that make these historic site elements eligible for inclusion in the National Register of Historic Places as follows.

1. Prior to the initiation of any construction, alteration, remodeling, demolition, disturbance of the ground or street surface, or any other action which would materially affect the integrity, appearance, or historic value of roads, ROW, landscape, or view corridors, the grantee or successors or assigns shall obtain the written approval of the Washington State Historic Preservation Officer (SHPO). Examples of actions considered to materially affect the property would affect the exterior surfaces, width of street corridor, or landscaping, the addition of new site elements such as signage, street lighting, or above ground utilities, or major ground disturbance for underground utility installation or repair. Actions identified in and in full conformance with a SHPO approved Historic Properties Re-use and Protection (HPRP) Plan shall be deemed to have the required written permission

2. The grantee or successors or assigns shall provide the SHPO a copy of the written description and/or proposed plans and specifications as determined necessary to fully evaluate proposed actions. Planned actions submitted in accordance with this section shall be prepared to conform, to the maximum extent possible, with the Secretary of Interior's "Standards and Guidelines for Historic Preservation Projects" as supplemented or amended.

3. The SHPO will provide written notice of approval of proposed actions or approval with modifications, or request for modification and re-submittal of the proposed action within 30 days of receipt of the action proposed.

4. The SHPO review process described above may be modified by a proposal review process contained in a fully reviewed and approved HPRP Plan. Any such modified review process may be cancelled by the SHPO 60 days following written notice to the grantee to cure deficiencies in its review process.

5. The SHPO shall be permitted at all reasonable times to inspect the property in order to ascertain if the above conditions are being observed. Advance notice of a minimum of 3 days shall normally be provided unless, in the opinion of the SHPO, an unannounced site visit is immediately required to prevent unalterable modification to a contributing element to the Historic District that has not been the subject of consultation.

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6. The Grantee agrees that the Washington SHPO may at the discretion of the SHPO, convey and assign all or part of its responsibilities contained herein to any government agency, with prior written notice but without the approval of the grantee, or to a charitable corporation or trust that is dedicated to the preservation of historic buildings, with written notification and the approval of the grantee.

7. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the United States Government, or upon 60 day prior notice to the U.S. Government, the Washington SHPO, may, following reasonable notice to the Grantee, institute any action to enjoin said violation or to recover the restoration of the property. The successful party shall be entitled to recover all costs or expenses incurred in connection with such action, including all court costs and attorney's fees to the extent authorized by law.

8. The failure of the Washington SHPO or the United States Government to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

9. This historic preservation covenant is a binding servitude on the grantee and its successors, and assigns in perpetuity. Restrictions, stipulations and covenants contained herein shall be inserted by the grantee verbatim or by explicit reference in any deed or other legal instrument by which it divests itself of either fee simple or any lessor estate of all or any part of the public streets and right of way that are associated with the NSPS Sand Point Historic District.

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ATTACHMENT (1) to EXHIBIT "D"

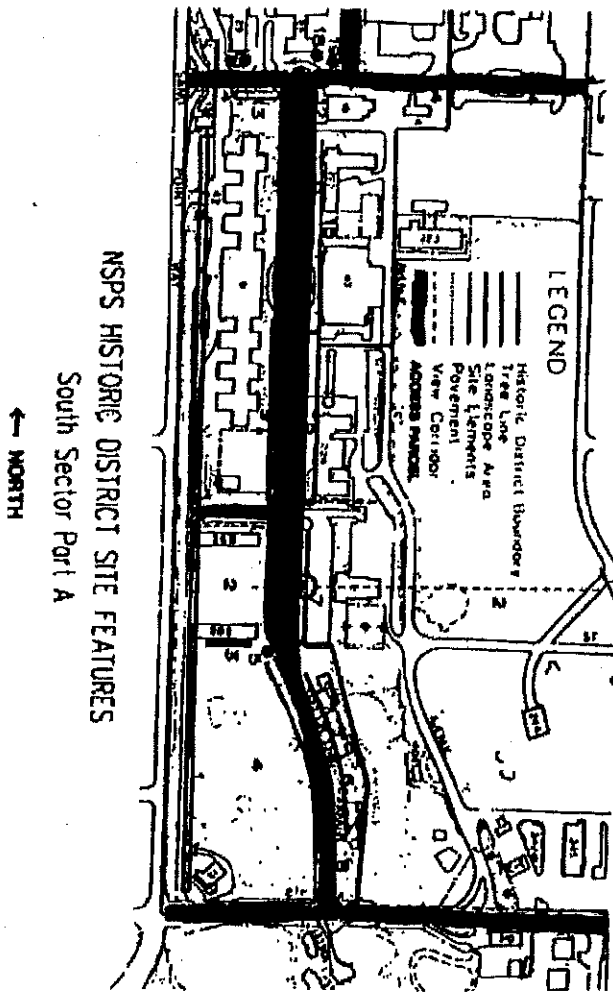
IDENTIFICATION OF SITE ELEMENTS THAT ARE CONTRIBUTING FEATURES TO THE SAND POINT HISTORIC DISTRICT WITHIN THE PUBLIC STREET CONVEYANCE PARCEL

The parcel conveyed contains the various site elements as tree lines, individual specimens streets, curbs walks and walls and miscellaneous items and view corridors that are considered to be contributing features to the Sand Point Historic District. Any proposed action that might effect these features or proposed direct alteration of them would require consultation with Washington SHPO.

Location of features are shown on attached map. Numbering below coincides with the site feature number on the map. Gaps in numbers relate to site features that contribute to the Historic District but are not part of this parcel transfer.

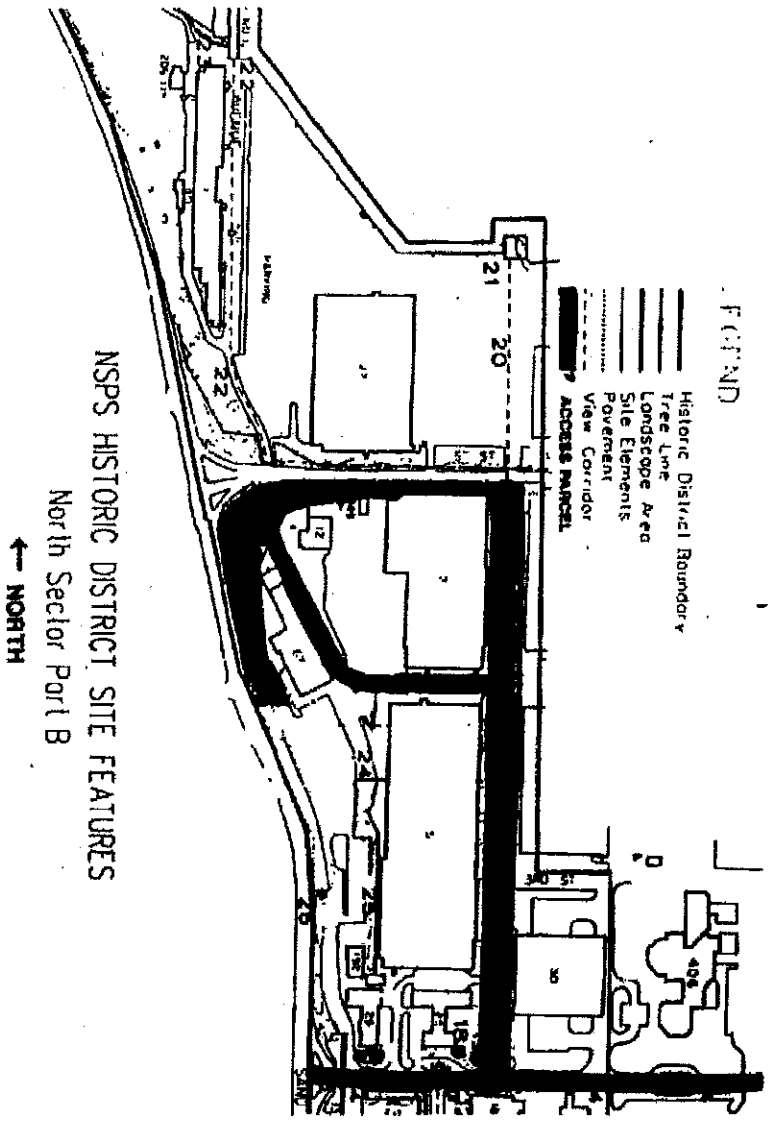
- 1. Tree line along Sand Point Way. Retain healthy trees, consult historic planting plan available at Sand Point Operations Office when replacements are required.
- 5. Large Atlas Cedar (*Cedrus Atlantica*) tree at end of south axis of Avenue B is counter point to the flagpole at north end in front of Building 25 and was also the designated "holiday tree" when base was operational.
- 7. Concrete stairs with two lights north of family quarters just outside district boundary but considered a contributing feature.
- 8. Original street surface, hand finished rounded curbs, and sidewalk surface that run the full length of Avenue B.
- 9. Line of Deodar Cedars (*Cedrus Deodada*) between street and sidewalk on both sides of Avenue B.
- 11. North /South view corridor down full length of B street.
- 12. Site of large signboard on southeast corner of intersection of B Street and 4th. Sign itself is not original or significant but continuous use of this site for this function is significant.
- 13. Line of mature trees that edge open area on the north side of Building 9.
- 14. East /West view corridor down full length of 4th Avenue.
- 15. Wrought iron gate at main entrance.
- 20. North/South view corridor down Avenue B from corner of its jog at 4th Street to Lake Washington.

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ATTACHMENT (8-A)

4990618086



NSPS HISTORIC DISTRICT SITE FEATURES
 North Sector Part B
 ← NORTH

2990618086

ATTACHMENT (E-B)

Return Address:
Board of Regents of University of
Washington
1326 - 5th Avenue, Room 418
Seattle, Washington 98101

E1716505
09/18/1999 08:57
KING COUNTY, WA
TAX \$2.00
SALE \$3.00

PAGE 001 OF 002



10990916000100
PAGE 001 OF 002
09/18/1999 08:57
KING COUNTY, WA

Document Title (s) (Or transaction contained therein): Quit Claim Deed
Grantor(s) (Last name first, then first name and initials): United States of America, Department of Education
Additional Names on Page <u>N/A</u> of Document. Grantee(s) (Last name first, then first name and initials): The Board of Regents of the University of Washington, an agency of the State of Washington.
Additional Names on Page <u>N/A</u> of Document. Legal Description (Abbreviated: i.e. lot, block, plat; or section, township, range): That Portion of the East 1/4 of SW 1/4 of Section 2, TWP 25N, R10E, W.M, said East 1/4 being acquired by U.S. Navy on behalf of the United State of America by deed recorded in recorded in the records of King County, Washington in Vol. 1306 at Pg. 455.
Legal Description on Page <u>3</u> of Document. Reference Number (s) (Of documents assigned or released): N/A
Additional Reference Numbers on Page _____ of Document. Assessor's Property Tax Parcel/Account Number: #0225-04-9001

QUITCLAIM DEED

PREAMBLE

This DEED is made this 10th day of August, 1999, between the UNITED STATES OF AMERICA, acting through the Secretary of Education, by David B. Hakola, Director, Real Property Group, Office of Management, ("GRANTOR") pursuant to §203(k) of the Federal Property and Administrative Services Act of 1949, as amended ("Act"), Public Law No. 81-152, 63 Stat. 377, 40 U.S.C. §471 et seq., Reorganization Plan No. 1 of 1953, the Department of Education Organization Act of 1979, Public Law No. 96-88, 93 Stat. 668, 20 U.S.C. §3401 et seq., and the Board of Regents of the University of Washington, a tax supported educational organization, having its principal place of business at 1326 5th Avenue, Seattle, Washington ("GRANTEE").

1. RECITALS

1. By letter dated November 4, 1998 from the Department of the Navy, certain Federal surplus real property located in the City of Seattle, King County, State of Washington, known as Parcel 4, Lot A of the former Naval Station Puget Sound, and consisting of approximately 5.0 acres of land and improvements, more or less, ("Property"), was assigned to GRANTOR for disposal

upon the recommendation of GRANTOR that the Property is needed for educational purposes in accordance with the provisions of the Act.

2. GRANTEE has made a firm offer to purchase the Property under the provisions of the Act, has applied for a public benefit allowance, and proposes to use the Property for certain educational purposes as detailed in its September 17, 1997 application as amended on October 24, 1997 and on March 16, 1998 ("Application").

3. The Department of the Navy has notified GRANTOR that no objection will be interposed to the transfer of the Property to GRANTEE at 100 per cent public benefit allowance, and GRANTOR has accepted the offer of GRANTEE.

II. AGREEMENT

4. GRANTOR, in consideration of the foregoing, one dollar, the performance by the GRANTEE of the covenants, conditions, and restrictions hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release and quitclaim to the GRANTEE, its successors and assigns, all right, title, interest, claim and demand, reserving such rights as may arise from the operation of the conditions subsequent, restrictions and covenants of this Deed, which the UNITED STATES OF AMERICA has in and to the Property, which is more particularly described as follows;

PARCEL 4

Lot A

Parcel Containing Bldg. #9
Property Description

That portion of the east one-half of the southwest quarter (SW4/) of Section 2, TWP 25N, RNG 04E, W.M., said east one-half being acquired by the U.S. Navy on behalf of the United States of America by deed recorded in the records of King Co., Washington in Vol. 1306 at pg. 455, described as follows:

Commencing at the west one-sixteenth corner common to Sections 2 and 11, TWP 25N, RNG 04E, W.M., accepted as being the same as the centerline intersection of NE 65th Street and Sand Point Way NE, thence N 00°48'49" W on the centerline of Sand Point Way NE a distance of 60.01 feet, thence leaving said centerline S 89°35'06" E a distance of 40.01 feet to a point on the east marginal boundary of said Sand Point Way NE, thence N 00°48'49" W on said east marginal boundary a distance of 1296.32 feet to the True Point of Beginning of this description; thence continuing N 00°48'49" W on said east marginal boundary a distance of 787.88 feet, thence leaving said east marginal boundary N 89°59'00" E a distance of 90.18 feet, thence N 00°01'23" W a distance of 49.40 feet, thence N 89°59'00" E a distance of 198.34 feet, thence S 00°01'23" E a distance of 837.08 feet, thence S 89°57'32" W a distance of 277.65 feet to the east marginal boundary of Sand Point Way NE and the True Point of Beginning.

Reserving, except, to the UNITED STATES OF AMERICA, such access rights as may be necessary over the above property to evaluate, investigate or remediate contamination involving the above property or adjoining property.

5. GRANTEE by acceptance of this Quitclaim Deed agrees that the Property is transferred on an "as is, where is" basis without warranties of any kind either expressed or implied. GRANTEE further agrees that this conveyance is subject to any and all existing easements, rights of way, reservations, and servitudes, whether of record or not.

III. CONDITIONS SUBSEQUENT

6. GRANTEE shall HAVE AND HOLD the Property, subject, however, to each of the following conditions subsequent, which are for the sole benefit of the UNITED STATES OF AMERICA and which shall be binding upon and enforceable against GRANTEE, its successors and assigns as follows:

- (1) For a period of thirty (30) years from the date of this Deed, the Property will be used solely and continuously for the educational purposes set forth in accordance with the proposed program and plan of GRANTEE described in its Application, and for no other purposes. GRANTOR reserves the right to enter and inspect the Property during said period.
- (2) During the above period of thirty (30) years GRANTEE will not sell, resell, lease, rent, mortgage, encumber, or otherwise transfer any interest in any part of the Property except as GRANTOR may authorize in advance in writing.
- (3) One year from the date of this Deed and biennially (even years) thereafter for the period of thirty (30) years, unless GRANTOR directs otherwise, GRANTEE will file with GRANTOR a report on the operation and maintenance of the Property and will furnish, as requested by GRANTOR, such other pertinent information evidencing its continuous use of the Property as required by condition subsequent number 1.

- (4) During the above period of thirty (30) years GRANTEE will at all times be and remain a tax supported institution or a nonprofit institution, organization, or association exempt from taxation under §501(c)(3) of the Internal Revenue Code of 1954, as amended.
- (5) For the period during which the Property is used for the purpose for which Federal assistance is hereby extended by GRANTOR or for another purpose involving the provision of similar services or benefits, GRANTEE hereby agrees that it will comply with the requirements of (a) Title VI of the Civil Rights Act of 1964 (P.L. No. 88-352), 42 U.S.C. §2000d et seq.; (b) Title IX of the Education Amendments of 1972 (P.L. No. 92-318), 20 U.S.C. § 1681 et seq.; (c) §504 of the Rehabilitation Act of 1973 (P.L. No. 93-112), 29 U.S.C. §794 et seq.; and all requirements imposed by or pursuant to the Regulations (34 C.F.R. Parts 12, 100, 104 and 106) issued pursuant to the Act and now in effect, to the end that, in accordance with said Acts and Regulations, no person in the United States shall, on the ground of race, color, national origin, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition subsequent number 1 above or under any other program or activity of the GRANTEE, its successors and assigns, to

which such Acts and Regulations apply by reason of this conveyance.

7. The failure of GRANTOR to insist in any one or more instances upon complete performance of the conditions subsequent, terms, or covenants of this Deed shall not be construed as a waiver of, or a relinquishment of GRANTOR's right to the future performance of any of those conditions subsequent, terms and covenants and the GRANTEE's obligations with respect to such future performance shall continue in full force and effect.

8. In the event of a breach of any of the conditions subsequent or in the event of a breach of any other terms and covenants of this Deed, whether caused by the legal or other inability of GRANTEE, its successors and assigns, to perform any of the terms and conditions of this Deed, at the option of the UNITED STATES OF AMERICA, all right, title and interest in and to the Property shall, upon the recording by the UNITED STATES OF AMERICA of a Notice of Entry, pass to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right to entry thereon, and the GRANTEE, its successors and assigns, shall forfeit all right, title, and interest in and to the Property and in and to any and all of the tenements, hereditaments, and appurtenances thereto.

9. In the event the GRANTOR fails to exercise its options to reenter the Property or to revert title thereto for any breach of conditions subsequent numbered 1, 2, 3, and 4 of Paragraph 6 of this Deed within thirty one (31) years from the date of this

conveyance, conditions subsequent numbered 1, 2, 3, and 4 of said Paragraph 6, together with all rights to reenter and revert title for breach of those conditions, will, as of that date, terminate and be extinguished.

10. The expiration of conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed and the right to reenter and revert title for breach thereof, will not affect the obligation of GRANTEE, its successors and assigns, with respect to condition subsequent 5 of Paragraph 6 or the right reserved to GRANTOR to reenter and revert title for breach of condition subsequent 5.

IV. COVENANTS

11. GRANTEE, by the acceptance of this Deed, covenants and agrees for itself, its successors and assigns, that in the event GRANTOR exercises its option to revert all right, title, and interest in and to the Property to GRANTOR, or GRANTEE voluntarily returns title to the Property in lieu of a reverter, the GRANTEE shall provide protection to and maintenance of the Property at all times until such time as the title to the Property or possession of the Property, whichever occurs later in time, is actually reverted or returned to and accepted by GRANTOR. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in FPMR 101-47.4913 (41 C.F.R. Part 101-47.4913) now in effect, a copy of which is referenced in the GRANTEE's Application.

12. GRANTEE, by the acceptance of this Deed, covenants that, at all times during the period that title to the Property is vested in GRANTEE, its transferees or assigns, subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed, it will comply with all provisions of the following: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §4321 et seq., including the preparation of environmental impact statements, as required (See 42 U.S.C. §4332); the National Historic Preservation Act of 1966, as amended (P.L. No. 89-665); Executive Order No. 11988, 44 Fed. Reg. 43239 (1979) reprinted in 42 U.S.C.A. §4321 app. at 188-189 (1987), governing floodplain management; Executive Order No. 11990, 42 Fed. Reg. 26961 (1977), reprinted in 42 U.S.C.A. §4321 app. at 197-198 (1987), governing protection of wetlands; Federal Property Management Regulations, 41 C.F.R. 101-47.304-13; 41 C.F.R. 101-47.200 et seq., 53 Fed. Reg. 29892 (1988), provisions relating to asbestos; and other appropriate guidelines, laws, regulations or executive orders, federal, state or local, pertaining to floodplains, wetlands or the future use of this Property.

13. GRANTEE, by acceptance of this Deed, covenants and agrees for itself, its successors and assigns, and every successor in interest to the Property herein conveyed or any part thereof that it will comply with the requirements of (a) Title VI of the Civil Rights Act of 1964 (P.L. No. 88-352), 42 U.S.C. §2000d et seq.; (b) Title IX of the Education Amendments of 1972 (P.L. No. 92-318), 20 U.S.C. §1681 et seq.; (c) Section 504 of

the Rehabilitation Act of 1973 (P.L. No. 93-112), 29 U.S.C. §794 et seq.; and all requirements imposed by or pursuant to the Regulations (34 C.F.R. Parts 12, 100, 104 and 106) issued pursuant to the Act and now in effect, to the end that, in accordance with said Acts and Regulations, no person in the United States shall, on the ground of race, color, national origin, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition subsequent 1 above or under any other program or activity of the GRANTEE, its successors and assigns, to which such Acts and Regulations apply by reason of this conveyance. This covenant shall attach to and run with the land for so long as the Property is used for a purpose for which Federal assistance is hereby extended by GRANTOR or for another purpose involving the provision of similar services or benefits, and shall in any event, and without regard to technical classifications or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit of, in favor of and enforceable by GRANTOR against GRANTEE, its successors and assigns, for the Property, or any part thereof. In the event of a breach of this covenant by GRANTEE or by its successors or assigns, GRANTOR, may, in addition to any right or remedy set forth in this agreement, avail itself of any remedy authorized by the violated statute or regulation.

14. In the event title to the Property or any part thereof is reverted to the UNITED STATES OF AMERICA for noncompliance or is voluntarily reconveyed in lieu of reverter, GRANTEE, its successors or assigns, shall at the option of GRANTOR, be responsible for and be required to reimburse the UNITED STATES OF AMERICA for the decreased value thereof that is not the result of reasonable wear and tear, an act of God, or alterations and conversions made by the GRANTEE and approved by the GRANTOR, to adapt the Property to the educational use for which the Property was transferred. GRANTEE shall, in addition thereto, reimburse GRANTOR for damage it may sustain as a result of such noncompliance, including but not limited to costs incurred to recover title to or possession of the Property.

15. GRANTEE may seek abrogation of the conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed by:

- a. Obtaining the advance written consent of the GRANTOR,
and
- b. Payment to the UNITED STATES OF AMERICA of a sum of money equal to the fair market value of the property to be released from the conditions subsequent as of the effective date of the abrogation:
 - (1) multiplied by the percentage public benefit allowance granted at the time of conveyance,
 - (2) divided by 360, and

(3) multiplied by the number of months, or any portion thereof, of the remaining period of restrictions to be abrogated.

16. GRANTEE, by acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that in the event the Property or any part or interest thereof is at any time within the period of thirty (30) years from the date of this conveyance sold, leased, mortgaged, encumbered or otherwise disposed of or used for purposes other than those designated in condition subsequent 1 above without the prior written consent of GRANTOR, all revenues therefrom and the reasonable value, as determined by GRANTOR, of any other benefits to GRANTEE deriving directly or indirectly from such sale, lease, mortgage, encumbrance, disposal or use, shall be considered to have been received and held in trust by GRANTEE for the UNITED STATES OF AMERICA and shall be subject to the direction and control of GRANTOR; but the provisions of this paragraph shall not impair or affect the rights reserved to GRANTOR under any other provision of this Deed.

17. GRANTEE, by the acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that at all times during the period that title to the Property is vested in GRANTEE subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed, GRANTEE shall at its sole cost and expense keep and maintain the Property and the improvements thereon, including all buildings, structures and equipment at any

time situate upon the Property, in good order, condition and repair, and free from any waste whatsoever.

18. GRANTEE, by the acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that at all times during that period that it holds title to the Property subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed, it shall not engage in, authorize, permit or suffer the extraction or production of any minerals from the Property without the prior written consent of GRANTOR. GRANTEE, by the acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that should an extraction or production of minerals including but not limited to oil, gas, coal, and sulphur on or under the described Property occur during that period that it holds title to the Property subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed (i) it will hold all payments, bonuses, delayed rentals, or royalties in trust for GRANTOR and (ii) that all net revenues and proceeds resulting from the extraction or production of any minerals including, but not limited to, oil, gas, coal or sulphur, by GRANTEE, its successors and assigns, will be held in trust for and promptly paid to GRANTOR. The listing of certain minerals shall not cause the doctrine of eiusdem generis to apply. Nothing herein shall be construed as authorizing the GRANTEE to engage in the extraction or production of minerals in, on or under the Property.

19. GRANTEE, by acceptance of this Deed, covenants that, upon the recording by the UNITED STATES OF AMERICA of a Notice of Entry pursuant to Paragraph 8 above, all right, title and interest in and to the Property shall pass to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right to enter thereon, and the GRANTEE, its successors and assigns, shall immediately and quietly quit possession thereof and forfeit all right, title, and interest in and to the Property and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging, conveying all right, title and interest conveyed to it in this Deed except for encumbrances authorized and approved by the GRANTOR in writing as provided in condition subsequent 2 of Paragraph 6 of this Deed.

20. If the GRANTEE, its successors or assigns, shall cause the Property and/or any improvements thereon to be insured against loss, damage or destruction, or if the GRANTOR requires such insurance while the Property is subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed, and any such loss, damage or destruction shall occur during the period GRANTEE holds title to the Property subject to conditions subsequent 1, 2, 3, and 4 set forth in Paragraph 6 of this Deed, said insurance and all moneys payable to GRANTEE, its successors or assigns, shall be held in trust by the GRANTEE, its successors or assigns, and shall be promptly used by GRANTEE for the purpose of repairing and restoring the Property to its former condition or replacing it with equivalent or more suitable facilities; or,

if not so used, shall be paid over to the Treasurer of the United States in an amount equal to the unamortized public benefit allowance of Property multiplied by the current fair market value of the improvements lost, damaged or destroyed. If the Property is located in a floodplain, GRANTEE will, during the period it holds title subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed insure the Property and any machinery, equipment, fixtures, and furnishings contained therein against loss, damage, or destruction from flood, to the maximum limit of coverage made available with respect to the Property under §102 of the Flood Disaster Protection Act of 1973 (P.L. No. 93-234). Proceeds of such insurance will be used as set forth above.

21. GRANTEE further covenants to pay damages for any time period held over beyond the time period stated in a demand to quit possession of the Property at the fair market rental value plus reasonable attorney's fees and costs of the GRANTOR in securing the return of the Property.

22. As of the date of conveyance, all remedial action necessary to protect human health and the environment, with respect to any known hazardous substance activity on the subject Property, has been taken and no further remedial action is required at this time. However, any additional remedial action found to be necessary after the date of conveyance, which is due to contamination occurring prior to the date of conveyance, will be conducted by the UNITED STATES OF AMERICA. In the event any environmental contamination is discovered or additional remedial

action is deemed necessary after conveyance, the United States Department of Education, or its successor in function, should be notified immediately and the UNITED STATES OF AMERICA shall be granted access to the Property for the purposes of evaluating, investigating and/or remediating such contamination. Additionally, expenditures for environmental restoration projects that are not considered imminent threats to public health and safety will not be considered an off-set for purposes of abrogation unless these expenditures are to remediate contamination occurring prior to the date of conveyance and unless PRIOR concurrence is obtained from the United States Department of Education, or its successor in function, in writing.

23. The GRANTEE covenants and agrees on behalf of itself, its successors and assigns, that in its use and occupancy of the Property it will comply with all Federal, state and local laws relating to asbestos; and that GRANTOR assumes no liability for damages for personal injury, illness, disability or death, to the GRANTEE, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether GRANTEE, its successors or assigns have properly warned or failed to properly warn the individual(s) injured.

25. GRANTOR acknowledges that Building No. 9 may contain lead-based paint. GRANTEE, by the acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that GRANTOR assumes no liability arising by reason of GRANTEE's failure to meet obligations under this agreement with respect to elimination of immediate lead-based paint health hazards, the prohibition against the use of lead-based paint, and GRANTEE's responsibility for complying with applicable Federal, State and local lead-based paint laws and regulations.

26. All of the Property is within the Naval Station Puget Sound (NSPS) Sand Point Historic District. A location map depicting the parcel in relation to the Historic District and a list of buildings and other site features that are considered contributing elements to the Historic District are provided on Exhibit ("A") attached hereto and which is incorporated herein by reference. District attributes of concern include exterior facades, roofs, and fenestration, scale, color, use of materials and mass, mature landscaping, especially the streetscape, and views from, to, and across the Property which said real estate is a part. The GRANTEE hereby covenants on behalf of itself and its successors and assigns to maintain and preserve the NSPS Sand Point Historic District in a manner that preserves those attributes that make these historic properties eligible for inclusion in the National Register of Historic Places as follows:

- (a) Prior to the initiation of any construction, alteration, remodeling, demolition, disturbance of the



ground surface or other action which would materially affect the integrity or appearance, or historic value of structures or setting, the GRANTEE or its successors or assigns shall obtain the written approval of the Washington State Historic Preservation Officer (SHPO). Actions considered to materially affect the Property would affect the exterior surfaces, or change the height, or alter the exterior facade (including without limitation exterior walls, windows and roofs, design, color and materials), or adversely effect the structural soundness of the Property or alter a significant interior feature. Actions that would affect views within the historic district, landscaping, open space, add new structures or paved areas or site elements such as towers, fences, signs would also be considered to materially affect the Property. Actions identified in and full conformance with a SHPO approved Historic Properties Re-use and Protection (HPRP) Plan shall be deemed to have the required written permission. The reconstruction, repair, repainting, or refinishing of presently existing parts or elements of a building subject to the covenant which has resulted from deterioration or wear and tear shall be permitted without the prior approval of the SHPO, provided the action is performed in a manner which will not alter the appearance or material composition of those elements of the building subject to the covenant.

(b) The GRANTEE or its successors or assigns shall provide the SHPO a copy of the written description and/or proposed plans and specifications as determined necessary to fully evaluate proposed actions. Planned actions submitted in accordance with this section shall be prepared to conform, to the maximum extent possible, with Secretary of the Interior's "Standards and Guidelines for Historic Preservation Projects", as supplemented or amended.

(c) The SHPO will provide written notice of approval of proposed actions or approval with modifications, or request for modification and re-submittal of the proposed action within 30 days of receipt of the action proposed.

(d) The SHPO review process described above may be modified by a proposal review process contained in a fully reviewed and SHPO approved HPRP Plan. Any such modified review process may be canceled by the SHPO 60 days following written notice to GRANTEE to cure deficiencies in its review process.

(e) The GRANTEE will make every effort to retain and reuse, to the extent practicable, the historic structures.

(f) The SHPO shall be permitted at all reasonable times to inspect the Property in order to ascertain if the above conditions are being observed. Advance notice of a minimum of 3 days shall normally be provided unless, in the opinion of the SHPO, an unannounced site visit is immediately required to prevent unalterable modification to a

contributing element to the historic district that has not been the subject of consultation.

(g) The GRANTEE agrees that the Washington SHPO may at the discretion of the SHPO, convey and assign all or part of its responsibilities contained herein to any governmental agency, with written prior notice but without approval of the GRANTEE, or to a charitable corporation or trust that is dedicated to the preservation of historic buildings, with written notification and the approval of the GRANTEE.

(h) In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the U.S. Government, or upon 60 days prior notice to the U.S. Government the Washington SHPO, may, following reasonable notice to the GRANTEE, institute any action to enjoin said violation or to recover the restoration of the Property. The successful party shall be entitled to recover all costs or expenses incurred in connection with such action, including all court costs and attorney's fees.

(i) The failure of the Washington SHPO or the United States Government to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

(j) This historic preservation covenant is a binding servitude on the GRANTEE, its successors and assigns, in perpetuity. Restrictions, stipulations and covenants

contained herein shall be inserted by the GRANTEE verbatim or by explicit reference in any deed or other legal instrument by which it divests itself of either fee simple or any lesser estate of all or any part of the real estate that is associated with the NSPS Sand Point Historic District.

27. The GRANTEE will provide the Washington SHPO, and the United States Department of Education as GRANTOR during the period of educational restrictions set forth in Paragraph 6. (1) above, with a written summary of actions taken to implement the provisions of this preservation covenant within one (1) year after the effective date of the transfer of the Property.

28. The failure of the United States of America, the United States Department of Education as GRANTOR during the period of educational restrictions set forth under Paragraph 6(1) above, or the Washington SHPO, to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by the United States of American, the United States Department of Education as GRANTOR during the period of educational restrictions set forth under Paragraph 6(1) above, or the Washington SHPO, of any other right or remedy or the use of such right or remedy at any other time.

29. GRANTEE, its successors and assigns, by acceptance of this deed, agree that GRANTEE will simultaneously notify GRANTOR of any actions requiring notification to the Washington SHPO. GRANTEE further agrees, that it shall also consult with and

obtain the concurrence of the GRANTOR to ensure that activities approved by the Washington SKPO are consistent with the terms and requirements of this conveyance with respect to Federal public benefit allowance transfers.

30. All covenants, conditions subsequent and restrictions contained in this Deed shall run with the land and be binding upon GRANTEE, its successors and assigns, to all or any part of the Property. All rights and powers reserved to GRANTOR by the Deed may be exercised by any successor in function to GRANTOR, and all references to GRANTOR shall include its successor in function. All covenants and conditions subsequent contained herein are for the sole benefit of GRANTOR and may be modified or abrogated by it as provided in the Act.

V. SIGNATURES

TO INDICATE THEIR AGREEMENT to the provisions contained in this agreement, GRANTOR and GRANTEE have executed this document as the date and year first above written.

UNITED STATES OF AMERICA
Acting by and through the
Secretary of Education
GRANTOR:

By: 

David B. Hakola, Director
Real Property Group
Office of Management
U.S. Department of Education
Washington, D.C.

GRANTOR ACKNOWLEDGMENT

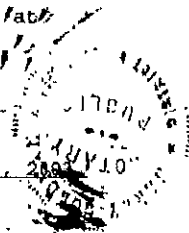
WASHINGTON)
DISTRICT OF COLUMBIA)

On this 10th day of August, 1999, personally appeared before me, a Notary Public in and for the District of Columbia, David B. Hakola, Director, Real Property Group in the Office of Management, United States Department of Education, acting for the United States of America and the Secretary of Education, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on the date hereof as his free and voluntary act and deed for the purposes and consideration therein expressed and with full authority and as the act and deed of the United States of America and the Secretary of Education.

IN WITNESS WHEREOF, I have set my hand and seal at Washington, D.C., this 10th day of August, 1999.

Harry Goldman
Harry Goldman, Notary Public

My Commission Expires: August 31, 2001



GRANTEE ACCEPTANCE

The GRANTEE hereby accepts this Quitclaim Deed and accepts and agrees to all the terms, covenants, conditions subsequent, and restrictions contained therein.

Frank Wilson
APPROVED AS TO FORM
ASSISTANT ATTORNEY GENERAL
STATE OF WASHINGTON

Board of Regents of the
University of Washington

GRANTEE:

By: *Weldon E. Ihrig*
Weldon E. Ihrig
Executive Vice President
University of Washington



GRANTEE ACKNOWLEDGEMENT

STATE OF WASHINGTON)

COUNTY OF KING)

On this 1st day of September, 1999 personally appeared before me, a Notary Public in and for the State of Washington, Weldon E. Ihrig, Executive Vice President, University of Washington, to me known to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on the date hereof as his free and voluntary act and deed for the purposes and consideration therein expressed and with full authority and as the act and deed of the Board of Regents of the University of Washington.

IN WITNESS WHEREOF, I have set my hand and seal on this 1st day of September, 1999.



Susan L. Folk

Notary Public

Print Name: SUSAN L. FOLK

My Commission Expires: 3/22/03

Commission # : FOLK SL 502 NS



EXHIBIT "A"

**APPENDIX THREE
HISTORIC PRESERVATION COVENANT
U.S. DEPARTMENT OF EDUCATION PUBLIC BENEFIT CONVEYANCE**

All of the property conveyed is within the Naval Station Puget Sound (NSPS) Sand Point Historic District. A location map depicting the parcel in relation to the Historic District and a list of buildings and other site features that are considered contributing elements to the Historic District are provided on Attachment 1 to this Appendix. District attributes of concern include exterior facades, roofs, and fenestration, scale, color, use of materials and mass, mature landscaping, especially the streetscape, and views from, to, and across the property which said real estate is a part. The Grantee hereby covenants on behalf of itself and its successors and assigns to maintain and preserve the NSPS Sand Point Historic District in a manner that preserves those attributes that make these historic properties eligible for inclusion in the National Register of Historic Places as follows.

1. Prior to the initiation of any construction, alteration, remodeling, demolition, disturbance of the ground surface or other action which would materially affect the integrity or appearance, or historic value of structures or setting, the grantee or successors or assigns shall obtain the written approval of the Washington State Historic Preservation Officer (SHPO). Actions considered to materially affect the property would affect the exterior surfaces, or change the height, or alter the exterior facade (including without limitation exterior walls, windows and roofs, design, color and materials), or adversely effect the structural soundness of the property or alter a significant interior feature. Actions that would affect views within the historic district, landscaping, open space, add new structures or paved areas or site elements such as towers, fences, signs would also be considered to materially affect the property. Actions identified in and in full conformance with a SHPO approved Historic Properties Re-use and Protection (HPRP) Plan shall be deemed to have the required written permission. The reconstruction, repair, repainting, or refinishing of presently existing parts or elements of a building subject to the covenant which has resulted from deterioration or wear and tear shall be permitted without the prior approval of the SHPO, provided the action is performed in a manner which will not alter the appearance or material composition of those elements of the building subject to the covenant.

2. The grantee or successors or assigns shall provide the SHPO a copy of the written description and/or proposed plans and specifications as determined necessary to fully evaluate proposed actions. Planned actions submitted in accordance with this section shall be prepared to conform, to the maximum extent possible, with Secretary of the Interior's "Standards and Guidelines for Historic Preservation Projects", as supplemented or amended.

3. The SHPO will provide written notice of approval of proposed actions or approval with modifications, or request for modification and re-submittal of the proposed action within 30 days of receipt of the action proposed.

4. The SHPO review process described above may be modified by a proposal review process contained in a fully reviewed and SHPO approved HPRP Plan. Any such



modified review process may be cancelled by the SHPO 60 days following written notice to Grantee to cure deficiencies in its review process.

5. The Grantee will make every effort to retain and reuse, to the extent practicable, the historic structures.

6. The SHPO shall be permitted at all reasonable times to inspect the property in order to ascertain if the above conditions are being observed. Advance notice of a minimum of 3 days shall normally be provided unless, in the opinion of the SHPO, an unannounced site visit is immediately required to prevent unalterable modification to a contributing element to the historic district that has not been the subject of consultation.

7. The Grantee agrees that the Washington SHPO may at the discretion of the SHPO, convey and assign all or part of its responsibilities contained herein to any governmental agency, with written prior notice but without approval of the grantee, or to a charitable corporation or trust that is dedicated to the preservation of historic buildings, with written notification and the approval of the grantee.

8. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the U.S. Government, or upon 60 days prior notice to the U.S. Government the Washington SHPO, may, following reasonable notice to the Grantee, institute any action to enjoin said violation or to recover the restoration of the property. The successful party shall be entitled to recover all costs or expenses incurred in connection with such action, including all court costs and attorney's fees.

9. The failure of the Washington SHPO or the United States Government to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

10. This historic preservation covenant is a binding servitude on the grantee and its successors, and assigns in perpetuity. Restrictions, stipulations and covenants contained herein shall be inserted by the grantee verbatim or by explicit reference in any deed or other legal instrument by which it divests itself of either fee simple or any lesser estate of all or any part of the real estate that is associated with the NSPS Sand Point Historic District.

ATTACHMENT 1 to APPENDIX THREE

SAND POINT HISTORIC DISTRICT CONTRIBUTING ELEMENTS AND THEIR CHARACTER DEFINING FEATURES CONTAINED WITHIN THE U.S. DEPARTMENT OF EDUCATION'S PUBLIC BENEFIT CONVEYANCE TO THE CITY OF SEATTLE

The following features of the various historic district elements were determined to be character defining by the representatives of the Washington State Office of Archeology and Historic Preservation, the Navy and the City of Seattle during site inspections conducted in September, 1996, March, June, July, and August of 1997.

BUILDINGS

In general the character defining exterior features of contributing buildings are wall surfaces, rooflines, window openings and divided light windows, specialized doors, art deco architectural ornamentation and lighting fixtures. Most of the buildings retain their original style. There have been additions to many of the buildings but most were completed prior to W.W. II and used similar materials in the same style to mimic the original structure. Original windows and doors have been replaced in several instances with non-original material but the placement and style have been retained. There is sufficient integrity in the floor plans, space volumes, exposed structural elements, and industrial finishes in the hangars and other shop spaces to make these interior features contributing elements. In the case of the other types of buildings most have been substantially modified during numerous renovations and use changes and exhibit a limited amount of details or fabric worthy of retention.

It is important to note that the building specific character defining features listed below are intended to provide a baseline reference point for consideration during development of alteration and maintenance projects. Preservation of the listed features should be the goal during project planning. In addition it should not be assumed that projects, especially large scale interior remodel projects, will not have an adverse effect on historic character even if none of the listed features is affected. Such projects will still require review by a historic preservation specialist.

Building Specific Features

Building 5 (1929) The largest structure on the station containing 833,000 SF used for warehouse, shops and offices. The red brick facade is mostly utilitarian in character with some art deco accents especially over the main entry. Building has four identifiable architectural segments (A, B, C, D) Along with its neighbor, Building 2, this building dominates the former industrial section of the base, creating a massive street wall.

Building 5 Specific Exterior Features

1. Main building entrance on east facade
2. Original steel frame divided light windows in the exterior walls (Aluminum replacements on second story of north section)
3. Clearatory and skylights at north end

4. Large divided light doors

Building 5 Specific Interior Features

1. Interior space volumes and massive columns in open warehouse areas of 5A, 5B, 5C
2. Window transoms in office wing of 5B
3. Half wall stair railing in 5B stairwell
4. Fire Equipment on east wall 5A

Building 8 (1929) A multi-use building containing 223,000 SF used for enlisted barracks, dining hall, service clubs, training, offices, chapel and other special functions. Architectural style is Colonial Revival and achieves residential scale by articulated notches to provide maximum window area. This is the dominant building in the residential portion of the station.

Building 8 Specific Exterior Features

1. Window openings have decorative keystone and soldier course brick lintel treatment and concrete sills. White window casements (original windows replaced with aluminum frame ones in 1980)
2. Three doorways with identical double shop doors with divided light upper half topped by a fan light that is framed by brick arch inset with concrete for impost block and keystone. Decorative lanterns set on to the side of each impost
3. Entrance with ornately formed concrete doorframe extending above the lintel
4. Gabled roofline punctuated by small gable dormers with windows with circular arched tops
5. Deep dentile under the eaves each with an abacus

Building 8 Specific Interior Features

None

Building 25 (1937) Contains 28,000 SF and was headquarters building of the admiral in command of 13th Naval District. Building strongly exhibits Art Deco style executed in brick and stone. It is located in the center of the station at the junction of the offset major avenues serving the north and south sections.

Building 25 Specific Exterior Features

1. Inscribed concrete panels at the entrance and the building ends
2. Side entrances with half circle overhangs clad in stainless steel banding and decorative light fixtures.
3. Metal frame divided light windows arranged symmetrically on the façade and metal frame windows on the third floor penthouse. Even though they are aluminum replacements the original style and configuration of the windows has been retained.

Building 25 Specific Interior Features

1. West second floor corridor configuration, especially railings and swinging interior corridor doors.
2. Transom windows above the doors in southwest corridor of first floor

Building 29 (1937) Contains 34,000 SF of space used originally as the base hospital and then as medical and dental clinic. It was built in same style as neighboring building 25 and has rich Art Deco detailing and prominent position in the historic district.

Building 29 Specific Exterior Features

1. Original double hung wood windows with divided lights. Window sills vary by floor with first level sills being smooth pre-cast concrete, the second level pre-cast concrete with dentils and the third brick
2. Art Deco details and cast stone ornamentation especially the caduceus symbol over the main entrance
3. Original exterior doors

Building 29 Specific Interior Features

1. Surgical suite in the north east corner of the second floor, especially the floor and wall tile, the entry doors and the overhead surgical lights

LANDSCAPE, SITE FEATURES, VIEWS

The following landscape features such as tree lines, individual specimens garden areas, open areas site features such as streets, curbs walks and walls and miscellaneous items and view corridors are considered to be contributing features to the Sand Point Historic District. Any proposed action that might effect these features or proposed direct alteration of them would require consultation with Washington SHPO.

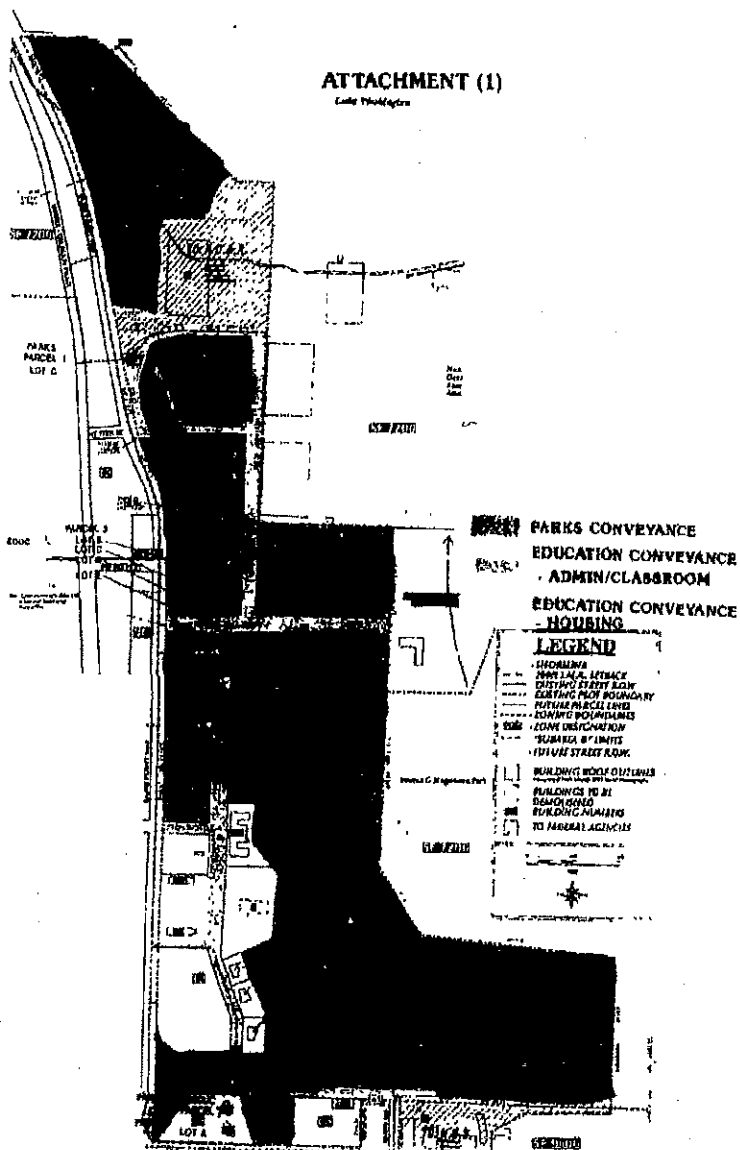
Location of features is shown on attached map

Numbering below coincides with the site feature number on the attached map. Gaps in the numbers relate to site features that contribute to the Historic District but are not within the area covered by this conveyance.

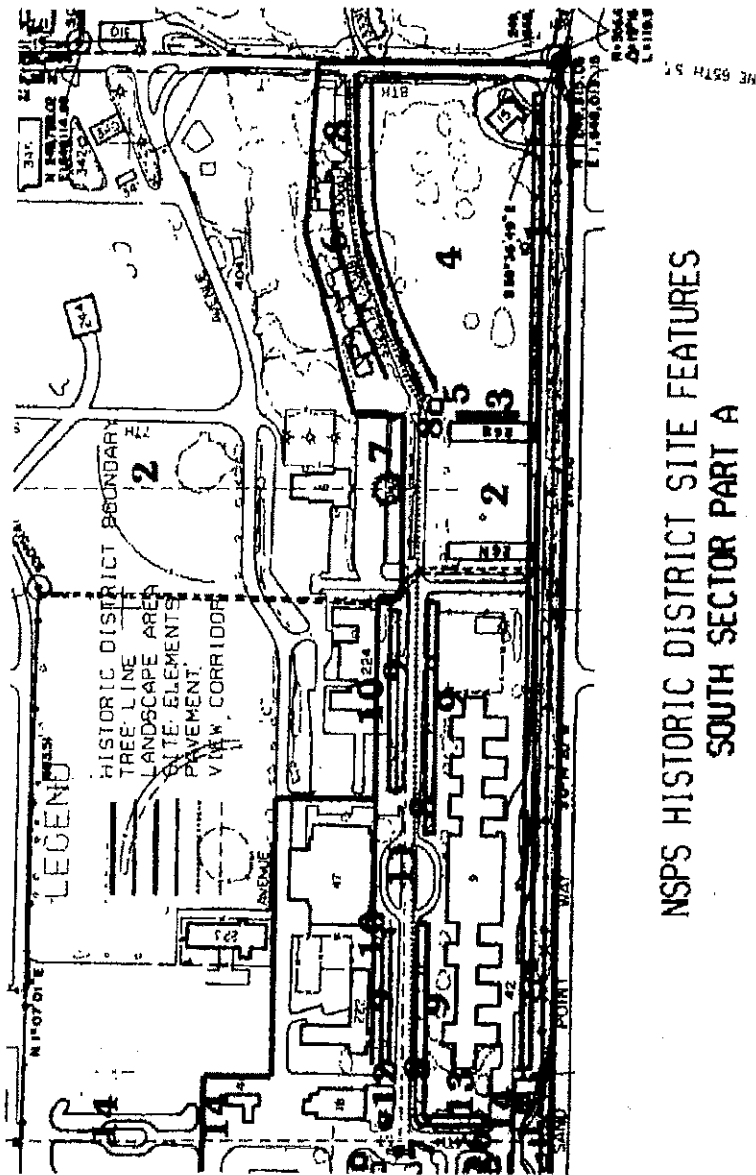
16. Pair of mature Norway Maple trees flanking the entrance to Building 29
17. Flag Pole in front of Building 25.
18. White Spruce tree off the SE corner Building 25 It was a commemorative planting by the Alaskan Yukon Pioneers' Society in 1931.
19. Large Atlas Cedar tree with stone marker at its base on north west corner of jog of B Avenue is known as Freedom Tree or Memorial Tree. Relates to Vietnam era, which is within but at very end of period of significance.
24. Elevated pedestrian bridge from parking lot to west side of Building 5
25. Railroad bed behind southwest corner of Building 5.

ATTACHMENT (1)

Case 19990916000100

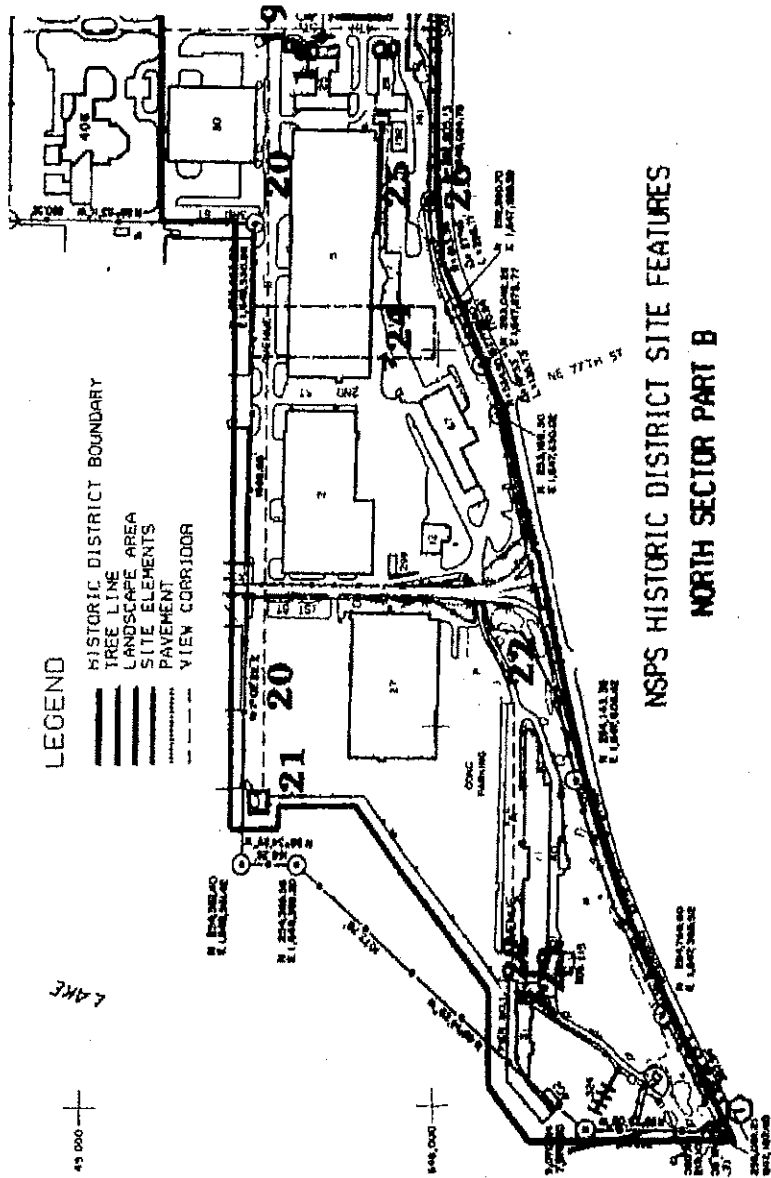


19990916000100
PAGE 838 OF 832
05/16/1999 08:57
KING COUNTY, WA



NSPS HISTORIC DISTRICT SITE FEATURES
SOUTH SECTOR PART A

19990916000100
PAGE 031 OF 032
09/16/1999 08:57
KING COUNTY, WA



NSPS HISTORIC DISTRICT SITE FEATURES
NORTH SECTOR PART B

LEGEND

- HISTORIC DISTRICT BOUNDARY
- TREE LINE
- LANDSCAPE AREA
- SITE ELEMENTS
- ▨ PAVEMENT
- - - VIEW CORRIDOR

LAKE

40 000

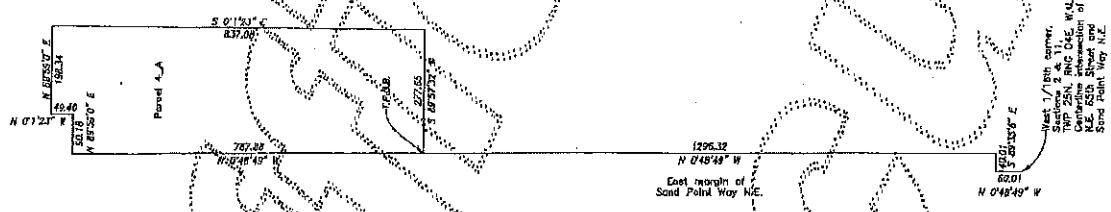
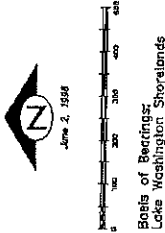
40 000



PARCEL 4
Lot A

The portion of the east one-half of the southwest quarter (SW1/4) of Section 2, T14N, R10E, S14E, and east one-half being acquired by the U. S. Navy on behalf of the United States of America by deed recorded in the records of King Co., Washington in Vol. 1306 at pg. 453, described as follows:

Commencing at the west one-eighth corner corner to Sections 2 and 11, T14N, R10E, S14E, and proceeding as being the same on the center-line intersection of NE 58th Street and Sand Point Way NE, thence N 00° 48' 48" W on the centerline of Sand Point Way NE a distance of 60.01 feet, thence leaving said centerline S 89° 35' 08" E a distance of 40.81 feet to a point on the east marginal boundary of said Sand Point Way NE, thence N 00° 48' 48" W on said east marginal boundary a distance of 1298.57 feet to the True Point Of Beginning of this description, thence leaving said east marginal boundary a distance of 787.88 feet, thence N 00° 48' 48" W on said east marginal boundary a distance of 90.18 feet, thence N 00° 01' 23" W a distance of 149.40 feet, thence N 89° 53' 07" E a distance of 188.34 feet, thence S 00° 01' 23" E a distance of 837.05 feet, thence S 89° 57' 32" W a distance of 277.65 feet to the east marginal boundary of Sand Point Way NE and the True Point Of Beginning.



West 1/4 1/8th corner, T14N, R10E, S14E, W1/2, Containing approximately 1/2 A.C.E. 65th Street and Sand Point Way NE.

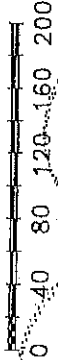
RECORDER'S CERTIFICATE This plat was prepared and recorded in accordance with the provisions of the Survey Recording Act of the State of Washington. Recorder: <i>Samuel O. ...</i> Date: <i>June 2, 1958</i>	SURVEYOR'S CERTIFICATE This plat was prepared and recorded in accordance with the provisions of the Survey Recording Act of the State of Washington. Surveyor: <i>Eric Frazell</i> License No. <i>99</i>	CITY OF SEATTLE DEPARTMENT OF PARKS AND RECREATION 100 DEXTER AVE. NO. (884-7031)	FACILITY TITLE Sand Point Parcel 4		DESIGNED DRAWN CHECKED BRONNAGE NO. CONTRACT NO.	DATE JUNE 2, 1958 DESIGN REVIEW FACILITY NO. 10100K NO. SHEET 3 OF 3
			SCALE 1" = 200'		NE 1/4 S14E 1/4 SEC 2-25 1/4	

Section 11, TWP 25N, RNG 04E, W.M.

PARCEL 7
Lot A

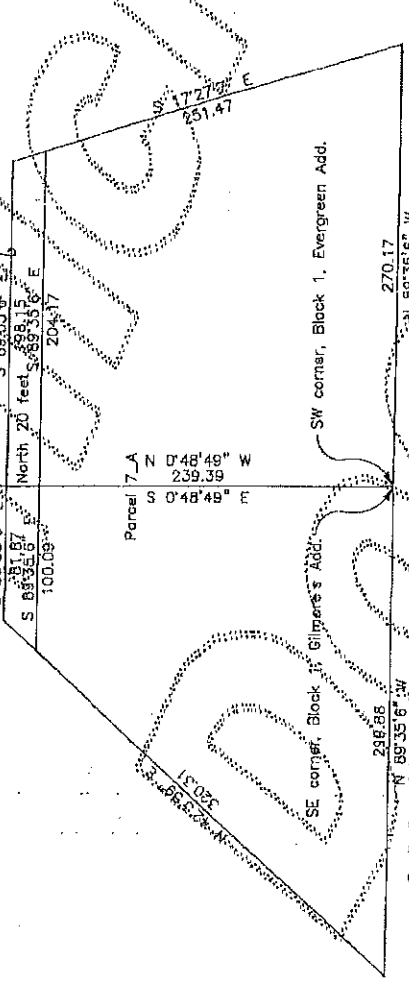


June 2, 1998



Basis of Bearings:
Lake Washington Sky/Ends
Magnetic

Section line common to Sections 2 and 11, Twp 25N, Rng 4E, W.M.



Parcel	7-A
Area	5.46
Perimeter	239.39
Length	48.48
Width	48.48

These portions of a Tract of land in Gilmore's Addition and Evergreen Addition to the City of Seattle as recorded in Vol. 32, pp. 10 and Vol. 12, pp. 65, respectively, of the Records of King Co., said Tract being acquired by the War Department through Carl Aulon 280, together with those portions of vocated NE 65th St. and Ecol Ave. NE in said Additions as vacated by V.O. 71468, bounded by the following descriptions:

Beginning at the SE corner of Block 1 in said Gilmore's Add., thence N 89° 35' 06" W on the south line of said Block 1 a distance of 239.88 feet to the SW corner of said Block 1, thence N 42° 03' 59" E a distance of 320.31 feet to the north line of said Gilmore's Add., being the same as the Section line common to Sections 2 and 11, Twp 25N, Rng 4E, W.M., thence S 89° 35' 06" E on said Section line a distance of 81.67 feet to the NE corner of said Block 1, thence S 00° 48' 49" E on the east line of said Block 1 a distance of 239.39 feet to this point of beginning; EXCEPT the north 20.00 feet thereof.

Beginning at the SW corner of Block 6 in said Evergreen Add., thence N 00° 34' 43.42" E, the west line of said Addition a distance of 239.39 feet to the north line of said Addition, being the same as the Section line common to Sections 2 and 11, Twp 25N, Rng 4E, W.M., thence S 89° 35' 06" E on said Section line a distance of 198.15 feet, thence S 17° 21' 20" E a distance of 251.67 feet to the north line of Block 5 in said Addition, thence N 00° 35' 06" W on the south line of Block 5 a distance of 270.17 feet to the SW corner of Block 6 in said Addition, a distance of 270.17 feet to the point of beginning; EXCEPT the north 20.00 feet thereof.



RECORDER'S CERTIFICATE
This map correctly represents a survey for use of
the City of Seattle in connection with the improvement
of the Survey described hereon and the required of
the Surveying Act of the State of Washington
in July, 1998.
Certificate No. 252-66

SURVEYOR'S CERTIFICATE
CITY OF SEATTLE
DEPARTMENT OF PARKS
AND RECREATION
100 DEXTER AVE. NO. (664-7031)

FACILITY TITLE
Sand Point
Parcel 7

DESIGNED: DATE: June 2, 1998
DRAWN: DESIGN REVIEW:
CHECKED:
URDINANCE NO.: FACILITY NO. FOLDER NO.
CONTRACT NO.:
SCALE: 1"=50'
SHEET: 6 OF 8

NE 1/4, NW 1/4 SEC. 4, T25N, R4E

2000 504 9000 18

086

PARCEL 10
Property Description

That portion of the east one-half of the southwest quarter (SW4) of Section 2, TWP 25N, R16E, Q4E, W4M, and all interest therein being required by the U. S. Navy on behalf of the United States of America by deed recorded in the records of King Co., Washington in Vol. 1508 of pg. 485, described as follows:

Commencing at the west one-eighth corner common to Sections 2 and 11, TWP 25N, R16E, Q4E, W4M, and being the center-line intersection of NE 65th Street and Sand Point Way NE, thence N 00 45 49 W on the centerline of Sand Point Way NE a distance of 62.01 feet, thence S 89 01 23 E at a bearing of N 89 01 23 E a distance of 60.01 feet to a point on the east marginal boundary of said Sand Point Way NE, thence S 89 01 23 E a distance of 157.23 feet to the True Point of Beginning of this description, thence following a marginal boundary N 89 42 47 E a distance of 208.20 feet, thence S 00 01 23 E a distance of 48.41 feet, thence S 89 01 23 W a distance of 208.20 feet, thence S 00 01 23 E a distance of 48.41 feet, thence S 89 01 23 W a distance of 60.01 feet to the east marginal boundary of Sand Point Way NE and the True Point of Beginning.



0 100 200 400
SCALE 1" = 200'

Basis of Bearings:
Lake Washington Shorelands

N89°01'23"E
250.85
PARCEL 10
198.34
S89°01'23"W
48.41
S00°01'23"E
157.23
N048°49'W

90.18
S89°59'00"W

TPOB

East margin of Sand Point Way N.E.

208.20
N 0°48'49" W

60.01
N048°49'W
48.01
S89°59'00"E

West 1/4 corner,
Sections 2 & 11,
Twp 25N, R16E, Q4E, W4M,
N.E. 85th Street and
Sand Point Way N.E.

SURVEYOR'S CERTIFICATE
This map correctly represents a survey by me or under my supervision and in accordance with the requirements of the Statutes respecting the Act of the Legislature of 1909.
ERIC FREDRI

RECORDER'S CERTIFICATE
This map is a true and correct copy of the original as shown to me by the Surveyor, and is filed in the records of the County of King, Washington, in the name of Eric Fredri.
J. A. STONE P.L.S.

CITY OF SEATTLE
DEPARTMENT OF PARKS
AND RECREATION

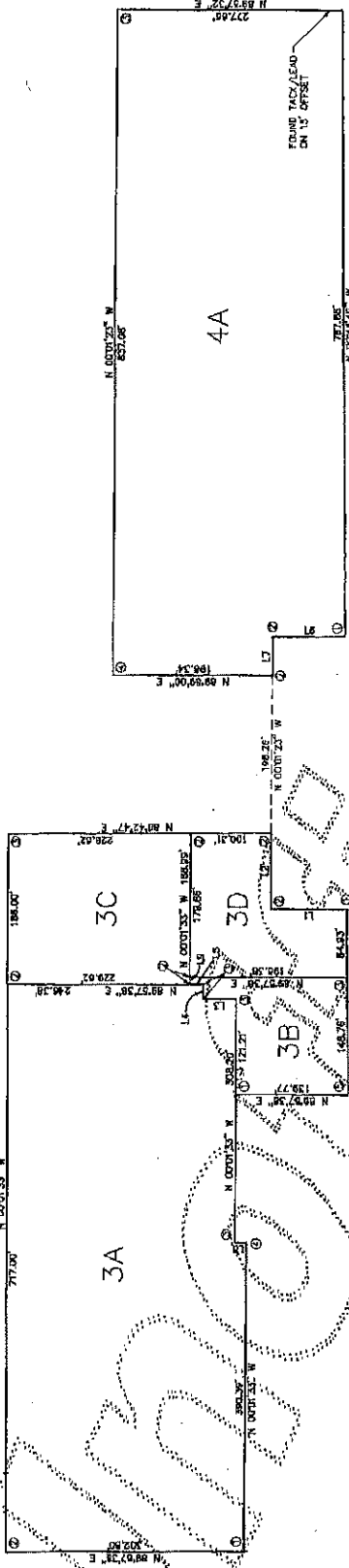
DATE: 11 Feb 1989
DRAWN BY: J.S.
SCALE: AS SHOWN
SHEET: 6
OF: 8

PROJECT TITLE
SAND POINT
PARCEL 10
NE 1/4 of SW 1/4 Sec. 2-25-4



Certificate No. 23127
J. A. STONE P.L.S.

Mgr.
Supl. of Records



FOUND TACK/LEAD ON 15' OFFSET

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (SW1/4) OF SECTION 2, T25N, R10W, AS ACCURATELY AS ACCURATE BY THE UNITED STATES OF AMERICA BY DEED RECORDED IN THE RECORDS OF KING COUNTY, WASHINGTON IN VOL. 1320 AT PG. 451, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2, ACCEPTED AS BEING THE SAME AS THE INTERSECTION OF THE CENTERLINE OF SAND POINT WAY NE WITH THE PRODUCTION EAST OF SAND POINT WAY NE, THENCE S 89°57'38" E A DISTANCE OF 174.45 FEET; THENCE S 89°57'38" E A DISTANCE OF 174.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 89°57'38" E A DISTANCE OF 174.45 FEET; THENCE S 89°57'38" E A DISTANCE OF 174.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 89°57'38" E A DISTANCE OF 174.45 FEET; THENCE S 89°57'38" E A DISTANCE OF 174.45 FEET TO THE TRUE POINT OF BEGINNING.

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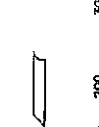
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Scale 1" = 100'

MERIDIAN: PER RECORD OF SURVEY FREED IN BOOK 140, PGS. 008-008G REC. 140. 2000090690001

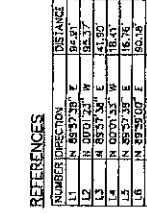
LEGEND:
 1. SET 1/2 REBAR & CAP TO 28276/2245/2514E
 2. 1/2" X 1/2" WITH SINKER US 2928
 3. 1/2" X 1/2" WITH SINKER 2 ALUMINUM EIP
 4. FOUND TACK & LEAD
 5. FOUND 25-BRASS DISC

NOTES

- EQUIPMENT & PROCEDURES AS ELEVATION TOTAL STATION WAS USED FOR THIS FIELD TRAVERSE SURVEY. ACCURACY MEETS OR EXCEEDS W.A.C. 350-130-080.
- THIS MAP DOES NOT PURPORT TO SHOW EASEMENTS OF RECORD, IF ANY.
- LEGAL DESCRIPTIONS TAKEN FROM ROS BOOK 150, PG. 008-008G.

REFERENCES

NUMBER	DIRECTION	DISTANCE
L1	N 89°57'38" E	174.45
L2	N 89°57'38" E	174.45
L3	N 89°57'38" E	174.45
L4	N 89°57'38" E	174.45
L5	N 89°57'38" E	174.45
L6	N 89°57'38" E	174.45
L7	N 89°57'38" E	174.45
L8	N 89°57'38" E	174.45
L9	N 89°57'38" E	174.45
L10	N 89°57'38" E	174.45



RECORDERS CERTIFICATE 2000.12.11.90000.2
 FILED FOR RECORD THIS 11th DAY OF Dec. 2000, AT
 2:15 P.M. IN BOOK 141, OF SURVEYS AT PAGE 208
 AT THE REQUEST OF EDWARD D. ANDERSON
 EDWARD D. ANDERSON
 SURVEYOR

SURVEYOR'S CERTIFICATE
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDS ACT IN WASHINGTON, 2000.
 EDWARD D. ANDERSON
 CERTIFICATE NO. 2524

RECORD OF SURVEY
 for
 CITY OF SEATTLE DEPARTMENT
 OF PARKS AND RECREATION
 7400 SAND POINT WAY N.E. BLDG. 2 SEATTLE, WASHINGTON 98115

MEAD Gilman & Assoc.
 PROFESSIONAL LAND SURVEYORS
 P.O. BOX 398, WOODINVILLE, WA 98072 (425) 488-1252
 DRAWN BY: JR
 CHECK BY: EDA
 DATE: 10-2-00
 SCALE: 1" = 100'
 SHEET: 1 OF 1



NE 1/4, SW 1/4, SEC. 2, T. 25 N., R. 10 W., KING COUNTY, WASHINGTON
 SEC. 2, T. 25 N., R. 10 W., KING COUNTY, WASHINGTON

243/1

Sand Point Development

Parcel Description

These corners of Sections 14 and 11, Twp. 25 N., Rng. 4 E., W.M. described as follows:

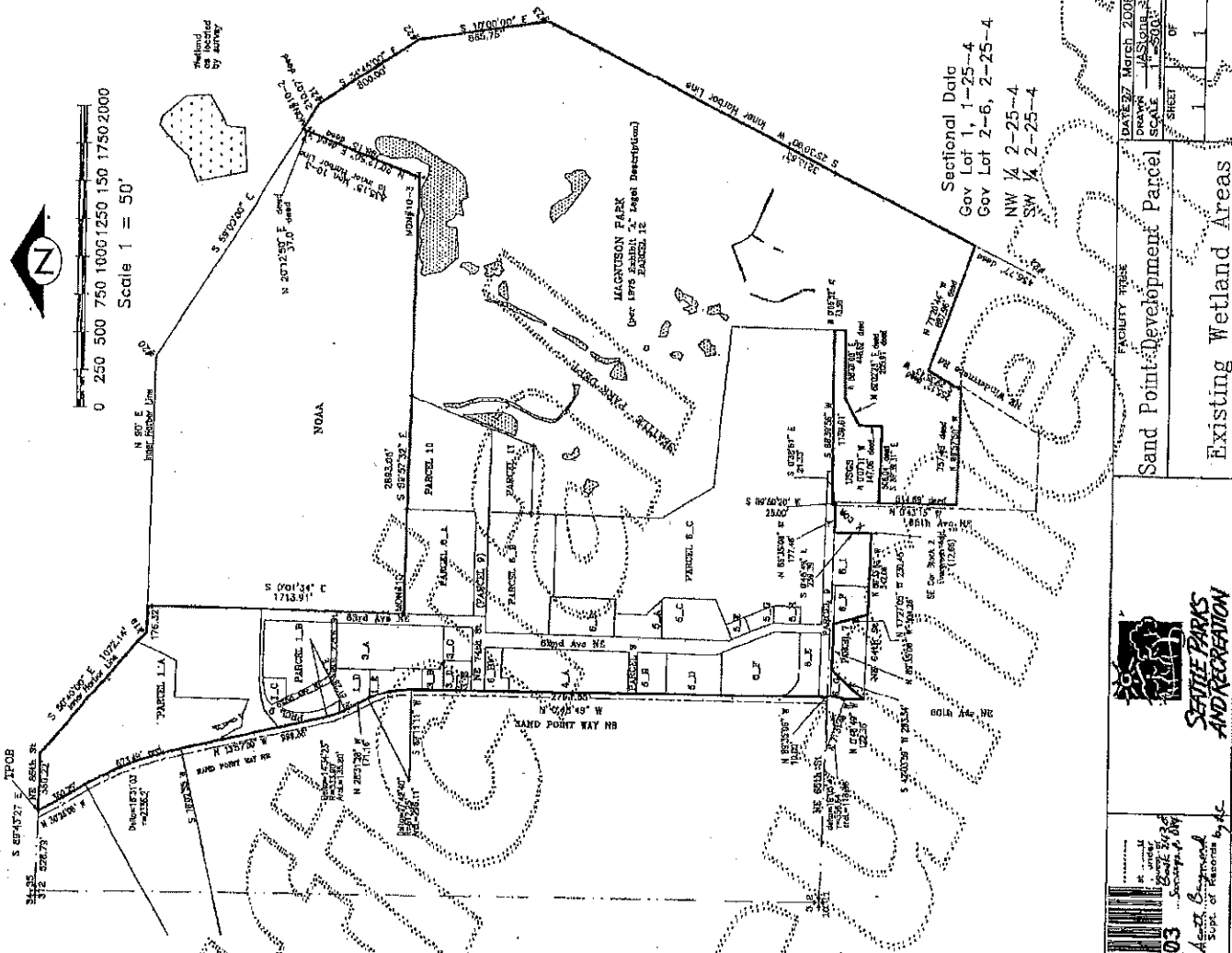
Section 14 contains 2,688,000 sq. ft. or 61.44 acres. Section 11 contains 2,688,000 sq. ft. or 61.44 acres. The north line of said section 14 contains 2,688,000 sq. ft. or 61.44 acres. The north line of said section 11 contains 2,688,000 sq. ft. or 61.44 acres. The east line of said section 14 contains 2,688,000 sq. ft. or 61.44 acres. The east line of said section 11 contains 2,688,000 sq. ft. or 61.44 acres. The south line of said section 14 contains 2,688,000 sq. ft. or 61.44 acres. The south line of said section 11 contains 2,688,000 sq. ft. or 61.44 acres. The west line of said section 14 contains 2,688,000 sq. ft. or 61.44 acres. The west line of said section 11 contains 2,688,000 sq. ft. or 61.44 acres.

These corners of Section 14 and 11, Twp. 25 N., Rng. 4 E., W.M. described as follows:

Section 14 contains 2,688,000 sq. ft. or 61.44 acres. Section 11 contains 2,688,000 sq. ft. or 61.44 acres. The north line of said section 14 contains 2,688,000 sq. ft. or 61.44 acres. The north line of said section 11 contains 2,688,000 sq. ft. or 61.44 acres. The east line of said section 14 contains 2,688,000 sq. ft. or 61.44 acres. The east line of said section 11 contains 2,688,000 sq. ft. or 61.44 acres. The south line of said section 14 contains 2,688,000 sq. ft. or 61.44 acres. The south line of said section 11 contains 2,688,000 sq. ft. or 61.44 acres. The west line of said section 14 contains 2,688,000 sq. ft. or 61.44 acres. The west line of said section 11 contains 2,688,000 sq. ft. or 61.44 acres.

These corners of Section 14 and 11, Twp. 25 N., Rng. 4 E., W.M. described as follows:

Section 14 contains 2,688,000 sq. ft. or 61.44 acres. Section 11 contains 2,688,000 sq. ft. or 61.44 acres. The north line of said section 14 contains 2,688,000 sq. ft. or 61.44 acres. The north line of said section 11 contains 2,688,000 sq. ft. or 61.44 acres. The east line of said section 14 contains 2,688,000 sq. ft. or 61.44 acres. The east line of said section 11 contains 2,688,000 sq. ft. or 61.44 acres. The south line of said section 14 contains 2,688,000 sq. ft. or 61.44 acres. The south line of said section 11 contains 2,688,000 sq. ft. or 61.44 acres. The west line of said section 14 contains 2,688,000 sq. ft. or 61.44 acres. The west line of said section 11 contains 2,688,000 sq. ft. or 61.44 acres.



Sectional Data
 Gov Lot 1, 1-25-4
 Gov Lot 2-6, 2-25-4
 NW 1/4, 2-25-4
 SW 1/4, 2-25-4

DATED: 27 March 2008
 DRAWN: ASLOIB
 SCALE: 1" = 500'
 SHEET: 1 OF 1

Sand Point Development Parcel

Existing Wetland Areas



2008032890003

SALE PRICE: \$100,000.00
 TAXES: \$1,000.00
 AREA: 1.00 ACRES
 DISTRICT: 1

Agent: [Name]
 Sup't. of Records: [Name]

SURVEYOR'S CERTIFICATE

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Washington, do hereby certify that the foregoing is a true and correct copy of the original record of the Survey of the Sand Point Development Parcel, as shown to me by the Surveyor General of the State of Washington, and that the same is in conformity with the original record of the Survey of the Sand Point Development Parcel, as shown to me by the Surveyor General of the State of Washington, and that the same is in conformity with the original record of the Survey of the Sand Point Development Parcel, as shown to me by the Surveyor General of the State of Washington.

Certificate No. 33137

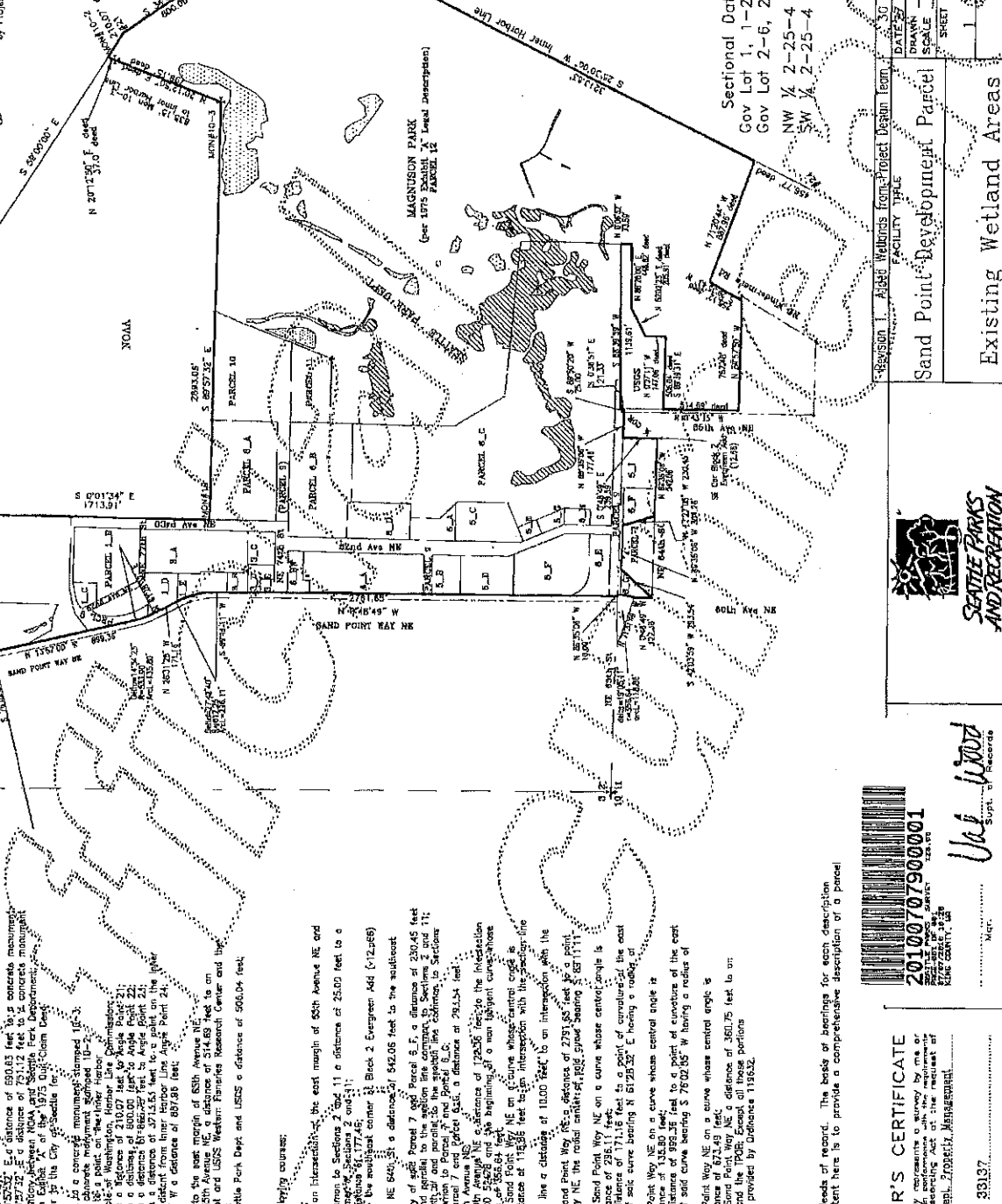
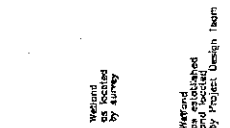


This description is a compilation of various deeds of record. The basis of bearings for each description may not be the same as any other. The intent here is to provide a comprehensive description of a parcel of land conveyed under separate instruments.

273/09

Sand Point Development
Parcel Description

These parcels of Sections 1, 2, 3 and 4, Twp. 25 N., Rng. 4 E., W.M. described as follows:
Section 1, a distance of 324.73 feet to the east margin of Sand Point Way NE, the line of said
Jugate River County, Reg. No. 1283, and the line of the Point of Beginning;
Thence S 22° 12' 30" E a distance of 380.22 feet to the intersection with the inner Harbor Line,
Thence along the inner Harbor Line a distance of 178.53 feet to L 117° 12' E to the
point of Sand Point Harbor (Erie at the United States Dept. of Commerce (NOAA));
Thence S 17° 54' E a distance of 173.87 feet to a concrete monument with metal disk stamped U.S. No. 410 set by
the NOAA; thence along the inner Harbor Line a distance of 600.83 feet to a concrete monument
Thence continuing on the inner Harbor Line a distance of 244.27 feet to the intersection with the
slumped 177° 42' angle point in the boundary between NOAA and Seattle Park Department;
Thence along the following courses: S 89° 57' 52" E a distance of 731.12 feet to a concrete monument
public parks and recreation.
Thence N 89° 57' 52" E a distance of 1463.51 feet to a concrete monument numbered 16-2;
Thence continuing North 27° 20' 30" East 37.0 feet to a point on the inner Harbor
Line; thence along the inner Harbor Line a distance of 291.07 feet to the intersection with the
Thence S 89° 57' 52" E along the inner Harbor Line a distance of 600.00 feet to Angle Point 22;
Thence S 10° 00' 00" E along the inner Harbor Line a distance of 67.86 feet to Angle Point 23;
Thence S 60° 00' 00" E along the inner Harbor Line a distance of 397.55 feet to a point on the inner
Harbor Line (U.S. No. 253070); thence along the inner Harbor Line a distance of 452.77 feet to
Thence having said inner Harbor Line N 71° 20' 44" W a distance of 489.46 feet;
Thence S 23° 35' 53" W a distance of 255.12 feet;
Thence N 89° 57' 52" W a distance of 737.48 feet to the east margin of 65th Avenue NE;
Thence N 89° 57' 52" W a distance of 248.39 feet to the intersection of 65th Avenue NE and the
back of Exhibit A from the 1975 Suit Chain Deed;
Thence S 89° 57' 52" W a distance of 314.83 feet to an
iron monument; thence along the west margin of USGS Western Park and
Thence N 89° 57' 52" E a distance of 203.81 feet;
Thence S 89° 57' 52" E a distance of 446.52 feet;
Thence having said 1975 Exhibit A, along the following courses:
Thence N 88° 28' 00" E a distance of 733.36 feet;
Thence S 80° 19' 52" W a distance of 713.35 feet;
Thence S 10° 28' 51" E a distance of 213.33 feet to an intersection with the east margin of 65th Avenue NE and
the Section Line common to Sections 2 and 11;
Thence S 89° 57' 52" W along said west margin line common to Sections 2 and 11 a distance of 25.02 feet to a
Thence S 10° 28' 51" E a distance of 238.39 feet to the southeast corner of Block 2 Evergreen Add. (12-2-88)
Thence N 89° 57' 52" W along said north margin of NE 64th St a distance of 542.05 feet to the southeast
Thence N 1° 17' 05" W along the common boundary of said Parcel 7 and Parcel S.E. a distance of 239.45 feet
to the intersection with the 20 feet width of said Parcel 7 and Parcel S.E. in common to Sections 2 and 11;
Thence N 89° 57' 52" W along said west margin of Sand Point Way NE, the radial center of 108.82 feet to
2 feet; thence S 89° 57' 52" W along said west margin of Sand Point Way NE, the radial center of 108.82 feet to
Thence S 42° 05' 52" W along a line common to said Parcel 7 and Parcel S.E. a distance of 291.54 feet
to an intersection with the east margin of 65th Avenue NE;
Thence S 10° 28' 51" E along the east margin of 65th Avenue NE a distance of 129.26 feet to the intersection
radial center north and east along said margin of Sand Point Way NE on a curve whose central angle is
187.941° and is concave to the west, on a distance of 118.56 feet to an intersection with the boundary line
common to Sections 2 and 11;
Thence along said common boundary line a distance of 110.00 feet to an intersection with the
east margin of Sand Point Way NE, the radial center of 108.82 feet to the intersection with the
Thence N 1° 17' 05" W along said east margin of Sand Point Way NE a distance of 273.55 feet to a point
of curvature of the east margin of Sand Point Way NE, the radial center of 108.82 feet to
Thence north and west along said east margin of Sand Point Way NE on a curve whose central angle is
2742.40° and is concave to the west, on a distance of 235.11 feet;
Thence N 28° 37' 25" W along said west margin a distance of 171.16 feet to a point of curvature of the east
margin of Sand Point Way NE, the radial center of said curve bearing N 61° 25' 32" E having a radius of
553.30 feet;
Thence together along said east margin of Sand Point Way NE on a curve whose central angle is
14° 33' 23" and is concave to the east on a distance of 133.80 feet;
Thence N 12° 57' 00" W along said east margin a distance of 999.25 feet to a point of curvature of the east
margin of Sand Point Way NE, the radial center of said curve bearing S 76° 02' 05" W having a radius of
Thence north and east along said margin of Sand Point Way NE on a curve whose central angle is
15° 31' 03" and is concave to the west on an arc distance of 672.49 feet;
Thence N 12° 57' 00" W along said east margin of Sand Point Way NE a distance of 360.75 feet to an
intersection with the boundary line common to Sections 2 and 11;
Thence along the east margin of Sand Point Way NE, the radial center of said curve bearing S 76° 02' 05" W having a radius of 553.30 feet;
This description is a compilation of various deeds of record. The basis of bearings for each description
may not be the same in every other. The intent here is to provide a comprehensive description of a parcel
of land conveyed under separate instruments.



Sectional Data
Gov Lot 1, 1-25-4
NW 1/4 2-25-4
SW 1/4 2-25-4

Section 1 - Right Wetlands from Project Design Team

DATE 27 March 2008
DRAWN JAS/002
SCALE 1"=500'
SHEET 1 OF 1

Sand Point Development Parcel

Existing Wetland Areas

20100707900001
20100707900001
2008-03-27
REG. COUNTY: SA

SEATTLE PARKS AND RECREATION

Val Wood
Sup. of Recreators

SURVEYOR'S CERTIFICATE

This map correctly represents a survey by me or
others in my office in accordance with the requirements
of the laws of the State of Washington.
I, Seabell Park, Dan, Zepher, Management

Certificate No. 38137
DATE ISSUED 3/28/10