

Recording Requested By And
When Recorded Mail To:

Carolyn Johnson
Seattle Public Utilities
City of Seattle
PO Box 34018
Seattle WA 98124-4108

SANITARY SEWER EASEMENT

Reference #s of Documents Released or Assigned:	None
Grantor(s):	University Village Limited Partnership
Grantee(s):	City of Seattle
Legal Description:	Pt of SW ¼ of the SE ¼ of Sec 9, T25N, R4E, WM, King County, WA
Additional Legal Description	Exhibit “A” and “B” To This Document
Assessor’s Tax Parcel#:	Portions of 0925049346; 0925049430

R|W#2016-015

THIS EASEMENT granted this ____ day of _____, 2016, by University Village Limited Partnership, a Washington limited partnership, hereinafter called “Grantor,” to the **City of Seattle**, a municipal corporation of the State of Washington, acting through its agency, Seattle Public Utilities, hereinafter called the “Grantee.”

WITNESSETH: Said Grantor, for and in consideration of the public good, mutual benefits and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, do by these present, grant, bargain, and convey, to the Grantee an easement for a public sanitary sewer mainline and appurtenances, (“Public Utility Facilities”) over, under, through, across and upon the real property in Seattle, King County, Washington herein described in the attached:

**Exhibit “A”
depicted in Exhibit “B”**

(the “Easement Area”)

This Easement shall include only such rights in the Easement Area as shall be necessary for the purposes of construction, reconstruction, inspection, alteration, operation, improvement,

maintenance, repair and replacement of the Public Utility Facilities (“**Purposes**”), together with the right to have unrestricted access to the Public Utility Facilities at all times.

Grantor hereby agrees that no other permanent structures, trees, fill or obstructions of any kind, shall be constructed, planted or permitted to remain within the boundaries of said Easement Area, without prior written permission of the Grantee.

Grantor hereby agrees that no other utility facilities, such as conduits, cables, pipelines, vaults, meters, poles or posts, whether public or private, will be installed prior to obtaining Grantee’s review and written approval.

Grantor, their successors, assigns, lessees, sub-lessees, tenants, and sub-tenants, shall have the right to use the Easement Area in any way and for any other legal purpose that is not inconsistent with the rights herein granted.

Grantor shall indemnify, defend and hold harmless Grantee, its officers, employees and agents from any and all liabilities, losses, damages, costs, expenses or claims of any kind or nature (including, without limitation, reasonable attorneys’ fees and any liability for costs of investigation, abatement, remediation, cleanup, fines, penalties, or other damages arising under any environmental laws) from and against any third party claims, including but not limited to regulatory agency enforcement action, arising out of the disposal, release or discharge, by Grantor, of hazardous materials or substances, as that term may be defined by applicable local, state or federal law to the Easement Area, except to the extent caused by Grantee’s operations for the purposes set forth herein.

This Easement and each of the terms, provisions, conditions and covenant herein, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

Dated this _____ day of _____, 2016.

UNIVERSITY VILLAGE LIMITED
PARTNERSHIP, a Washington limited partnership

By: UV, INC, a Washington
Corporation, its General Partner

By _____
Stuart M. Sloan, its President

EXHIBIT “A”

LEGAL DESCRIPTION

A 12 FOOT WIDE STRIP OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SUBDIVISION,
THENCE SOUTH 89°55'47" EAST 597.03 FEET ALONG THE NORTH LINE THEREOF,
THENCE SOUTH 00°06'08" EAST 228.51 FEET, TO THE TRUE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION;
THENCE SOUTH 85°37'40" WEST 43.72 FEET;
THENCE SOUTH 00°02'54" EAST 329.04 FEET;
THENCE SOUTH 50°00'31" EAST 26.07 FEET, TO A POINT HEREINAFTER REFERRED TO AS "POINT A";
THENCE SOUTH 00°12'01" EAST 110.57 FEET, TO A POINT WHICH IS 6 FEET NORTH OF THE SOUTH 12 FEET OF THE NORTH 31 FEET OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION, ALSO BEING 572.64 FEET EAST OF THE WEST LINE OF SAID SECTION, AND THE END OF THIS PORTION DESCRIPTION;

TOGETHER WITH

BEGINNING AT THE AFOREMENTIONED "POINT A",
THENCE SOUTH 84°30'11" WEST 22.90 FEET;
THENCE SOUTH 18°11'58" WEST 93.69 FEET, TO A POINT WHICH IS 6 FEET NORTH OF THE SOUTH 12 FEET OF THE NORTH 31 FEET OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION, ALSO BEING 321.12 FEET EAST OF THE WEST LINE OF SAID SECTION, AND THE END OF THIS PORTION DESCRIPTION;

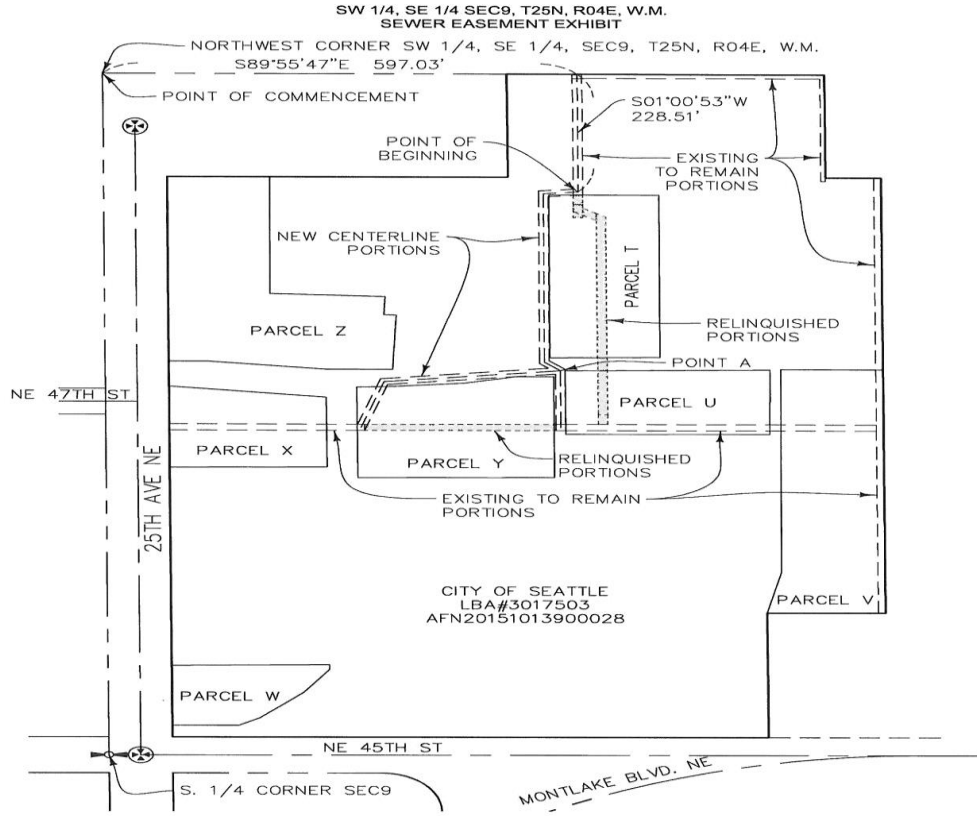
THE SIDELINES OF SAID STRIP SHOULD BE PROLONGED OR SHORTENED SO AS TO BEGIN OR END COINCIDENT WITH THE SIDELINES OF THE SEWER EASEMENT AS DESCRIBED IN INSTRUMENT RECORDED UNDER RECORDING NUMBER 20020603001570, RECORDS OF KING COUNTY, WASHINGTON.



UNIVERSITY VILLAGE
JOHN N. MILLER, PLS NO. 50706
BRH JOB NO. 2013200.04
APRIL 27, 2016

BUSH, ROED & HITCHINGS, INC.
2009 MINOR AVENUE EAST
SEATTLE, WA 98102
(206) 323-4144

EXHIBIT B



BUSH, ROED & HITCHINGS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
2009 MINOR AVE. E. (206) 323-4144
SEATTLE, WA 98102-3513 BRH JOB. NO
2013200.04 04-27-16
PREPARED FOR: UNIVERSITY VILLAGE

200 100 0
SCALE IN FEET
1" = 200'

