



SEATTLE CITY COUNCIL

Legislative Summary

CB 119639

Record No.: CB 119639

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125955

In Control: City Clerk

File Created: 08/16/2019

Final Action: 10/11/2019

Title: AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property rights to be surplus to the needs of Seattle Public Utilities; and authorizing the General Manager/CEO of Seattle Public Utilities to execute an easement agreement with Little Green Valley, LLC, a Washington limited liability company; Nancy J. Gleason; Ron L. Nickell aka Ronald L. Nickell and Sandra Flint Nickell, Husband and Wife; William H. Flint; The Heirs of Charles Eugene Flint; and Joan H. Zimmerman, allowing the use of certain City of Seattle property in the north half of the southwest quarter of Section 5, Township 22 North, Range 6 East, W.M., in King County Washington for access purposes.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Herbold

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att 1 – Utility Easement and Agreement

Drafter: bob.hennessey@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

Yes

No

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	08/20/2019	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	08/20/2019	sent for review	Council President's Office			
Action Text: The Council Bill (CB) was sent for review. to the Council President's Office							

Legislative Summary Continued (CB 119639)

- 1 Council President's Office 08/29/2019 sent for review Civil Rights, Utilities, Economic Development, and Arts Committee
Action Text: The Council Bill (CB) was sent for review. to the Civil Rights, Utilities, Economic Development, and Arts Committee
- 1 City Council 09/16/2019 referred Civil Rights, Utilities, Economic Development, and Arts Committee
Action Text: The Council Bill (CB) was referred. to the Civil Rights, Utilities, Economic Development, and Arts Committee
- 1 Civil Rights, Utilities, Economic Development, and Arts Committee 09/24/2019 pass Pass
Action Text: The Committee recommends that City Council pass the Council Bill (CB).
In Favor: 2 Chair Herbold, Member O'Brien
Opposed: 0
- 1 City Council 09/30/2019 passed Pass
Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:
In Favor: 8 Councilmember Bagshaw, Council President Harrell, Councilmember Herbold, Councilmember Juarez, Councilmember Mosqueda, Councilmember O'Brien, Councilmember Pacheco, Councilmember Sawant
Opposed: 0
- 1 City Clerk 10/03/2019 submitted for Mayor's signature Mayor
- 1 Mayor 10/04/2019 Signed
Action Text: The Council Bill (CB) was Signed.
- 1 Mayor 10/11/2019 returned City Clerk
Action Text: The Council Bill (CB) was returned. to the City Clerk
- 1 City Clerk 10/11/2019 attested by City Clerk
Action Text: The Ordinance (Ord) was attested by City Clerk.
-

CITY OF SEATTLE

ORDINANCE 125955

COUNCIL BILL 119639

AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property rights to be surplus to the needs of Seattle Public Utilities; and authorizing the General Manager/CEO of Seattle Public Utilities to execute an easement agreement with Little Green Valley, LLC, a Washington limited liability company; Nancy J. Gleason; Ron L. Nickell aka Ronald L. Nickell and Sandra Flint Nickell, Husband and Wife; William H. Flint; The Heirs of Charles Eugene Flint; and Joan H. Zimmerman, allowing the use of certain City of Seattle property in the north half of the southwest quarter of Section 5, Township 22 North, Range 6 East, W.M., in King County Washington for access purposes.

WHEREAS, The City of Seattle owns or has an easement over a 120-foot wide tract of land commonly known as the Cedar River Pipeline Right of Way and SE Pipeline Road adjacent to Peterson Lake in King County, Washington; and

WHEREAS, Little Green Valley, LLC, a Washington limited liability company, Nancy J. Gleason; Ron L. Nickell aka Ronald L. Nickell and Sandra Flint Nickell, Husband and Wife; William H. Flint; The Heirs of Charles Eugene Flint; and Joan H. Zimmerman (collectively "Neighboring Owners"), own certain property to the north and east of the City of Seattle's SE Pipeline Road right-of-way; and

WHEREAS, the Neighboring Owners have asserted certain rights to use the road as set forth in their lawsuit filed in King County Superior Court, and they have also requested that Seattle Public Utilities grant without warranty an easement for access purposes to the Neighboring Owners' adjacent property; and

WHEREAS, Seattle Public Utilities supports granting the Neighboring Owners' access easement request; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

1 Section 1. After a public hearing and pursuant to the provisions of RCW 35.94.040, those
2 non-exclusive access rights described and depicted in the easement agreement attached to this
3 ordinance as Attachment 1 are declared to be no longer required for public utility service and
4 surplus to the City’s needs.

5 Section 2. Upon receipt of payment in the amount of \$3,500, the General Manager/CEO
6 of Seattle Public Utilities, or designee, is authorized to execute and grant, without warranty, to
7 Little Green Valley, LLC, a Washington limited liability company, Nancy J. Gleason; Ron L.
8 Nickell aka Ronald L. Nickell and Sandra Flint Nickell, Husband and Wife; William H. Flint;
9 The Heirs of Charles Eugene Flint; and Joan H. Zimmerman (collectively “Neighboring
10 Owners”), or to their successors or assigns as approved by the General Manager/CEO of Seattle
11 Public Utilities, for and on behalf of The City of Seattle, a non-exclusive easement agreement,
12 substantially in the form of Attachment 1 to this ordinance, for the purpose of ingress and egress.

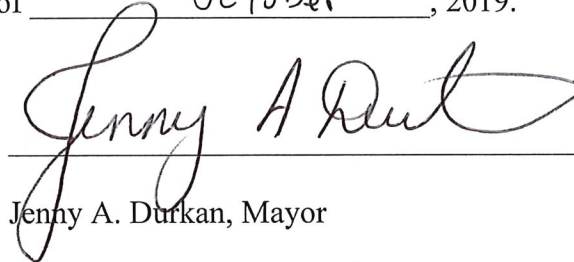
1 Section 3. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 30th day of September, 2019,
5 and signed by me in open session in authentication of its passage this 30th day of
6 September, 2019.

7 

8 President _____ of the City Council

9 Approved by me this 4th day of October, 2019.

10 

11 Jenny A. Durkan, Mayor

12 Filed by me this 11th day of OCTOBER, 2019.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)

16 Attachments:

17 Attachment 1 – Utility Easement and Agreement
18

When Recorded Mail To:

SEATTLE CITY OF CITY-WTR
700 5TH AVE STE 4900-RPS
PO BOX 34018
SEATTLE WA 98124-4018

ATTACHMENT 1 - UTILITY EASEMENT AND AGREEMENT

Reference #s of Document Released or Assigned:..... None
Grantor:..... City of Seattle, Seattle Public Utilities
Grantee:..... LITTLE GREEN VALLEY, LLC
Legal Description (abbreviated):..... Portion N 1/2 of Section 5, Township. 22 North,
Range 6 East. W.M., King County, WA.
Assessor’s Tax Parcel ID#:..... Portion of Parcel 0522069018 for the benefit of
Parcels 0522069015, 0522069035, 0522069045,
0522069061, 0522069062, 0522069063.

SPU Cedar River SE Pipeline Road Easement, SPU R/W File # 636-604

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this ___ day of _____, 2019 by and between The City of Seattle, a municipal corporation of the State of Washington, through the Seattle Public Utilities department (“Grantor”), and LITTLE GREEN VALLEY, LLC, a Washington limited liability company, NANCY J. GLEASON; RON L. NICKELL, AKA RONALD L. NICKELL and SANDRA FLINT NICKELL, husband and wife; WILLIAM H. FLINT; THE HEIRS OF CHARLES EUGENE FLINT; and JOAN H. ZIMMERMAN (collectively hereafter “Grantee”).

Recitals

- A. Grantor either owns or has an easement over a 120-foot wide tract of land commonly known as SE Pipeline Road in King County, Washington, legally described on the attached Exhibit A (“Grantor’s Property”). Grantor also owns two water supply mains located under SE Pipeline Road and may install additional utilities (such existing and future facilities are hereafter referred to as “City Facilities”) on, above or below Grantor’s Property.
- B. Grantee is the owner of certain real property located to the east of Grantor’s Property in King County, Washington, legally described on the attached Exhibit B (“Grantee’s Property”).
- C. Grantee uses a road located on a portion of the Grantor’s Property for ingress to and egress from Grantee’s Property, described on the attached Exhibit C (“Easement Area”).

D. Grantee has asserted a claim of right to use the road as alleged in the matter of Little Green Valley, LLC, et. al. vs. City of Seattle, King County, et. al., under King County Superior Court Cause No. 17-2-18955-3 KNT (“Lawsuit”), including against the unknown heirs of Christen Peterson, deceased, and all other unknown persons claiming any right, title, estate, lien or interest in Grantor’s Property (collectively “Unknown Heirs”).

E. Grantor and Grantee desire to resolve and settle the Lawsuit by entering into this Easement Agreement to grant, without warranty, certain easement rights for ingress and egress across Grantor’s Property for ingress to and egress from Grantee’s Property on the terms and conditions set forth below.

F. The City of Seattle has authorized granting this easement by Ordinance _____;

Agreement

Now, therefore, in consideration of the mutual terms and conditions contained in this Agreement, and for other valuable consideration, the legal sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Access Easement. Grantor hereby grants without warranty to Grantee, its assigns, guests, heirs, invitees, lessees, licensees, permittees and successors, a perpetual non-exclusive easement over, across and through the Easement Area for the sole purpose of ingress to and egress from the Grantee’s Property, described on the attached Exhibit D (Easement), subject to the restrictions and reservations below and as otherwise set forth in this Agreement:

- a. Grantee's use of the Easement Area is only for the limited purposes expressly set forth in this Agreement, and shall not be enlarged, expanded or increased in intensity without the Grantor’s prior written consent.
- b. Grantee shall not acquire any right or interest in the Easement Area, or to the occupancy of the same, or any part thereof, as to Grantor other than as set forth herein.
- c. Grantee shall not interfere with the security or the present or future use by the City for municipal purposes, including utility purposes.
- d. Any use of the Easement Area for oversize or overweight vehicles is not permitted without Grantor’s prior written consent.
- e. Regular parking in the Easement Area is not permitted.
- f. Grantee shall not use the Easement Area in any way that harms or poses a risk of harm to City Facilities.
- g. The Easement Area may be subject to other authorized uses and pre-existing rights, and the Grantee shall not interfere with access or use by other such authorized uses and rights.
- h. Use for ingress and egress shall be limited to routine vehicle use for residential purposes for up to eight (8) residences. In no instance is vehicular traffic for commercial business uses allowed, nor is use of the Easement Area allowed to serve increased

development upon Grantor's Property or any adjacent property.

2. Compensation. Consideration for this Easement Agreement includes the terms and conditions described herein and the settlement of the pending Lawsuit. In addition, Grantee shall pay \$3,500.00 to Grantor as compensation and reimbursement for Grantor's administrative costs related to preparation of legislation and recording fees.

3. Maintenance. Grantor maintains the SE Pipeline Road located on Grantor's Property. At Grantor's request, Grantee shall pay Grantor for Grantee's pro rata share of such maintenance costs. Grantee's pro rata share shall be determined based upon any increase in maintenance costs incurred by Grantor due to Grantee's usage of the road. Grantee acknowledges the SE Pipeline Road is currently open for use by the general public and provides access to the 153-acre Peterson Lake Natural Area owned by King County, a co-defendant in the Lawsuit; notwithstanding the foregoing, except as to Grantor Grantor reserves the right to prohibit public use of SE Pipeline Road and nothing set forth herein shall be deemed or considered a dedication. Grantee shall promptly notify Grantor of any defects or unsafe conditions on Grantor's Property, provided that Grantor shall have no obligation to repair or correct the same.

4. Release and Assumption of Risk. Grantee agrees that Grantor and its officers, employees, agents and assign shall not be liable for any injury, loss, damage, or expense to Grantee its assigns, guests, heirs, invitees, lessees, licensees, permittees and successors, or their property, that results from or relates in any way to their presence or activities on or about the Grantor's Property, and including but not limited to the condition of the road or the Grantor's activities on Grantor's Property. Grantee hereby RELEASES and DISCHARGES Grantor and its officers, employees, agents, and assign from any claims, demands, suits and actions, for any such injury, loss, damage or expense, even if caused wholly or in part by the negligence of the Grantor or its officers, employees, agents or assigns.

This release includes, without limitation, any injury, loss, damage or expense resulting from: any defect or other condition of the Grantor's Property, whether obvious or concealed; any hazardous or toxic substance on or about Grantor's Property; any actions or omissions any other person on or about the Grantor Property; and any actions or omissions of the Grantor, including without limitation any failure of the Grantor to warn of any condition of the Grantor Property and any lack of security. Grantee hereby ASSUMES THE RISK of any injury, loss, damage or expense related to any of the matters described in this release.

"Injury, loss, damage or expense" as used herein includes, without limitation, death, disability, bodily injury, personal injury, property damage, loss of use or value, property theft, and liability to third parties, in each case whenever occurring, whether known or unknown, and whether foreseen or unforeseen.

5. Indemnity. Grantee agrees that it shall defend, indemnify and hold Grantor harmless from all claims, demands, suits and actions for any injury, loss, damage or expense which arises from or relates to Grantee's use of Grantor's Property, except to the extent that such injury or harm is caused by the sole negligence of Grantor.

6. Grantee Representations and Warranties. To the extent that Grantor may only have an easement over portions of Grantor's Property, Grantee hereby represents and warrants that it has acquired, through prescription or otherwise, rights of ingress and egress over such portions of Grantor's Property from Unknown Heirs, and Grantee shall indemnify, defend and hold Grantor harmless from any assertion from Unknown Heirs that this Easement Agreement exceeds the scope of the City's rights.

7. No Liens. Neither Grantee nor Grantee's agents shall have the authority to subject Grantor's Property to any lien, claim or other encumbrance for material, labor, equipment, fees or other charges, and Grantee expressly agrees Grantee shall defend, indemnify and hold the Grantor harmless from and against any such liens, claims or other encumbrances, including attorneys' fees, costs and other expenses arising out of or incurred as a result of any such liens, claims or other encumbrances.

8. Runs with the Land; Binding upon Successors. All terms and conditions and the easement contained in this Agreement shall constitute and operate as covenants running with the land and shall be binding upon and inure to the benefit of Grantor, Grantee and their respective heirs, successors and assigns.

9. Amendment. This Agreement may be amended only by a written instrument recorded with the King County Recorder's office and executed by Grantor and Grantee or their respective heirs, successors or assigns.

10. Remedies. In the event of any breach or threatened breach of this Agreement by either Grantor or Grantee, Grantor and Grantee shall have the right to sue for damages, for specific performance and/or to enjoin such breach or threatened breach, the parties agreeing that the failure of any party to perform its obligations under this Agreement will cause irreparable damage to the other party. In no event shall the failure of either party to seek relief for any breach or threatened breach of this Agreement constitute a waiver of that party's right to seek relief for any other or further breach or threatened breach.

11. No Termination upon Breach. It is expressly agreed that no breach of this Agreement shall entitle either party to cancel, rescind or otherwise terminate this Agreement; provided, however, that this provision shall not limit or otherwise affect any other right or remedy which such party may have by reason of any breach of this Agreement.

12. Exhibits. All Exhibits attached to this Agreement shall be deemed incorporated by their references.

13. Reservation of Rights. Grantor shall have the right to enter upon said Easement Area at any and all times for the purpose of the security, operation, maintenance, construction, reconstruction, and protection of the existing and future City Facilities, including the right to temporarily close the ingress and egress in the Easement Area when necessary for City's operational needs, in which event Grantor will attempt to provide a minimum of 24 hours advance notice to Grantee.

14. Entire Agreement. This Easement Agreement and all attachments and exhibits constitute the entire agreement between the parties concerning the terms and conditions of the easement and other rights/obligations provided for herein. There are no oral or other written agreements, promises, conditions, representations or understandings of any kind made as conditions or inducements to the execution of this Agreement except a may be expressly provided in this Agreement.

15. Construction. The section headings throughout this Agreement are for convenience and reference only and the words contained in them shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identification of the person or persons, entity or entities may require. Grantor and Grantee have been represented by legal counsel in this transaction and accordingly hereby waive the general rule of construction that an agreement may be construed against its drafter.

16. City Council Approval. This Agreement is conditional upon approval by the Seattle City Council. If City Council does not adopt an ordinance approving of this Agreement, it shall be deemed null and void ab initio.

SIGNATURES FOLLOW ON THE NEXT PAGE

GRANTEE:

LITTLE GREEN VALLEY, LLC

By: Robyn D. Workman
Its: Managing Member

Nancy J. Gleason

Ron L. Nickell aka Ronald L. Nickell

Sandra Flint Nickell

William H. Flint

Anna Flint, surviving spouse of Charles Eugene Flint

Joan H. Zimmerman

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2019, before me, a Notary Public in and for the State of Washington, personally appeared ROBYN D. WORKMAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the Managing Member of LITTLE GREEN VALLEY, LLC., to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Signature

Printed Name
Notary Public in and for the State of Washington
residing at _____

My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2019, before me, a Notary Public in and for the State of Washington, personally appeared NANCY J. GLEASON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed this instrument and acknowledged it to be her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Signature

Printed Name
Notary Public in and for the State of Washington
residing at _____

My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2019, before me, a Notary Public in and for the State of Washington, personally appeared RON NICKELL AKA RONALD L. NICKELL and SANDRA FLINT NICKELL, husband and wife, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Signature

Printed Name
Notary Public in and for the State of Washington
residing at _____

My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2019, before me, a Notary Public in and for the State of Washington, personally appeared, SANDRA FLINT NICKELL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Signature

Printed Name
Notary Public in and for the State of Washington
residing at _____

My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2019, before me, a Notary Public in and for the State of Washington, personally appeared, WILLIAM H. FLINT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Signature

Printed Name

Notary Public in and for the State of Washington
residing at _____

My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2019, before me, a Notary Public in and for the State of Washington, personally appeared, ANNA FLINT, surviving spouse of CHARLES EUGENE FLINT personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Signature

Printed Name

Notary Public in and for the State of Washington
residing at _____

My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2019, before me, a Notary Public in and for the State of Washington, personally appeared, JOAN H. ZIMMERMAN personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Signature

Printed Name

Notary Public in and for the State of Washington
residing at _____

My appointment expires _____

EXHIBIT A

GRANTOR'S PROPERTY LEGAL DESCRIPTION

That certain 120 foot wide tract of land in the north half of the southwest quarter of Section 5, Township 22 North, Range 6 East, W.M., in King County Washington, consisting of a 100 foot wide tract of land as condemned in King County Superior Cause Nos. 24650, Verdict 10 and 31510 Verdict 6, and a 20 foot wide tract of land as described in that certain Quit Claim Deed Recorded under King County Recorder No. 20130411001125.

EXHIBIT B

GRANTEE'S PROPERTY LEGAL DESCRIPTIONS

1. PARCEL NO. 052206-9045

Owner: Little Green Valley, LLC

Site Address: 20406 SE Pipe Line Road
Renton WA 98058

Legal Description:

N 284 FT OF S 414 FT OF E 100 FT OF W 208 FT OF NW 1/4 OF SE 1/4 SUBJ TO
HONEY CREEK DIV ESMT

SITUATE IN KING COUNTY, WASHINGTON.

2. PARCEL NO. 052206-9035

Owner: Little Green Valley, LLC; and,
Nancy J. Gleason

Site Address: 20400 SE Pipe Line Road
Renton WA 98058

Legal Description:

N 1080 FT OF S 1210 FT OF W 208 FT OF NW 1/4 OF SE 1/4 LESS S 284 FT OF E
100 FT SUBJ TO HONEY CREEK DIV ESMT

SITUATE IN KING COUNTY, WASHINGTON.

3. PARCEL NO. 052206-9015

Owner: Ron L. Nickell, also appearing of record as
Ronald L. Nickell, and Sandra Flint Nickell,
husband and wife

Site Address: 20412 SE Pipeline Road
Renton WA 98058

Legal Description:

N 408 FT OF S 678 FT OF E 215 FT OF W 423 FT OF NW 1/4 OF SE 1/4 LESS S
300 FT OF E 35 FT

SITUATE IN KING COUNTY, WASHINGTON

4. **PARCEL NO. 052206-9062**

Owner: William H. Flint and Heirs of Charles Eugene Flint

Site Address: None Assigned

Legal Description:

N 208 FT OF S 778 FT OF E 85 FT OF W 508 FT OF NW 1/4 OF SE ¼
SITUATE IN KING COUNTY, WASHINGTON

5. **PARCEL NO. 052206-9063**

Owner: Joan H. Zimmerman

Site Address: None

Legal Description:

E 120 FT OF S 300 FT OF E 300 FT OF W 508 FT OF N 508 FT OF S 778 FT OF
QTR OF SE QTR STR 05-22-06

SITUATE IN KING COUNTY, WASHINGTON

6. **PARCEL NO. 0522069061**

Owner: William H. Flint and Heirs of Charles Eugene Flint

Site Address: None Assigned

Legal Description:

N 100 FT OF S 778 FT OF E 215 FT OF W 423 FT OF NW 1/4 OF SE ¼
SITUATE IN KING COUNTY, WASHINGTON

EXHIBIT C

EASEMENT AREA LEGAL DESCRIPTION

THAT PORTION OF LAND LYING WITHIN THE NORTH 1/2 OF THE SW 1/4, SECTION 5, TOWNSHIP 22 NORTH, RANGE 6 EAST, W.M. IN KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE CASED MONUMENT CONTAINING AN ALUMINUM CAP WITH PUNCHMARK, LOCATED AT CENTERLINE OF ROAD STATION 16+98.40, PER PETROVITSKY ROAD EXT. (196TH AVE SE TO S.R.18) SURVEY NUMBER 6-22-6-3, RECORDS OF KING COUNTY, WASHINGTON.

THENCE NORTH 00° 38' EAST FOR 42.00 FEET MORE OR LESS TO THE NORTHERLY MARGIN OF SAID PETROVITSKY ROAD AND THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 958.00 FEET FROM WHICH THE RADIUS POINT BEARS NORTH 00° 38' EAST,

THENCE RIGHT ALONG SAID CURVE FOR AN ARC LENGTH OF 110.86 FEET SAID CURVE HAVING A CHORD BEARING OF NORTH 86° 03' 05" WEST FOR 110.80 FEET TO THE TRUE POINT OF BEGINNING FOR A DRIVEWAY EASEMENT CENTERLINE. SAID DRIVEWAY EASEMENT BEING 20 FEET IN WIDTH, 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE FROM SAID TRUE POINT OF BEGINNING, NORTH 25° 30' 05" EAST FOR 1.18 FEET TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 57.90 FEET FROM WHICH THE RADIUS POINT BEARS SOUTH 64° 30' 02" EAST, THENCE RIGHT ALONG SAID CURVE FOR AN ARC LENGTH OF 59.17 FEET;

THENCE NORTH 84° 02' 49" EAST FOR 26.19 FEET TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 651.69 FEET FROM WHICH THE RADIUS POINT BEARS SOUTH 05° 57' 16" EAST, THENCE RIGHT ALONG SAID CURVE FOR AN ARC LENGTH OF 36.81 FEET;

THENCE SOUTH 88° 40' 30" EAST FOR 882.94 FEET TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 257.78 FEET FROM WHICH THE RADIUS POINT BEARS SOUTH 02° 27' 46" WEST, THENCE RIGHT ALONG SAID CURVE FOR AN ARC LENGTH OF 93.84 FEET;

THENCE SOUTH 66° 08' 46" EAST FOR 4.77 FEET;

THENCE SOUTH 65° 37' 18" EAST FOR 62.90 FEET TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 483.59 FEET FROM WHICH THE RADIUS POINT BEARS SOUTH 23° 52' 28" WEST, THENCE RIGHT ALONG SAID CURVE FOR AN ARC LENGTH OF 144.03 FEET TO THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET FROM WHICH THE RADIUS POINT BEARS NORTH 41° 05' 05" EAST, THENCE LEFT ALONG SAID CURVE FOR AN ARC LENGTH OF 89.14 FEET;

THENCE SOUTH 62° 32' 08" EAST FOR 402.56 FEET;

THENCE SOUTH 63° 52' 15" EAST FOR 49.57 FEET TO THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 185.67 FEET FROM WHICH THE RADIUS POINT BEARS NORTH 26° 07' 47" EAST, THENCE LEFT ALONG SAID CURVE FOR AN ARC LENGTH OF 73.30 FEET;

THENCE SOUTH 86° 29' 03" EAST FOR 2.30 FEET;

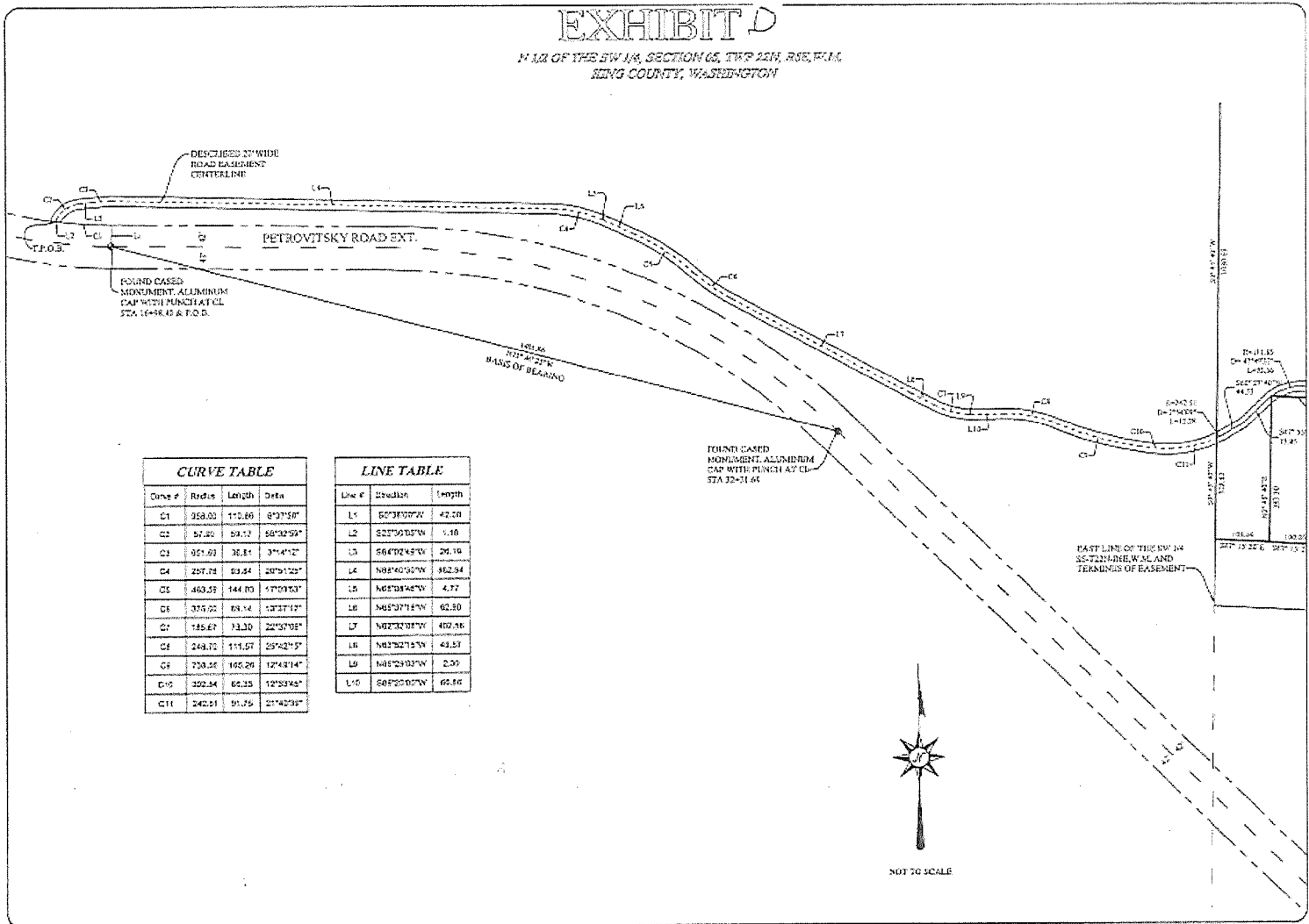
THENCE NORTH 89° 20' EAST FOR 66.86 FEET TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 248.70 FEET FROM WHICH THE RADIUS POINT BEARS SOUTH 01° 50' 18" EAST, THENCE RIGHT ALONG SAID CURVE FOR AN ARC LENGTH OF 111.57 FEET, TO THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 738.56 FEET FROM WHICH THE RADIUS POINT BEARS NORTH 21° 18' 26" EAST, THENCE LEFT ALONG SAID CURVE FOR AN ARC LENGTH OF 165.26 FEET TO THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 302.54 FEET FROM WHICH THE RADIUS POINT BEARS NORTH 10° 25' 41" EAST, THENCE LEFT ALONG SAID CURVE FOR AN ARC LENGTH OF 66.33 FEET TO THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 242.51 FEET FROM WHICH THE RADIUS POINT BEARS NORTH 01° 58' 36" WEST, THENCE LEFT ALONG SAID CURVE FOR AN ARC LENGTH OF 91.75 FEET MORE OR LESS TO THE EAST LINE OF THE SOUTHWEST 1/4, SECTION 5, TOWNSHIP 22 NORTH, RANGE 6 EAST, W.M. AND THE TERMINUS OF SAID EASEMENT CENTERLINE.

THE LEFT AND RIGHT MARGINS OF SAID 20' EASEMENT SHALL BEGIN AT THE NORTHERLY MARGIN OF RIGHT OF WAY OF PETROVITSKY ROAD EXTENTION, AND TERMINATE AT THE EAST LINE OF THE SOUTHWEST 1/4, OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 6 EAST, KING COUNTY, WASHINGTON.

SITUATE IN SECTION 5, TOWNSHIP 22 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT D

EASEMENT LOCATOR MAP



SURVEYOR'S CERTIFICATE:
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION IN COMPLIANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AT THE REQUEST OF: SHERLEY MATTHEWS
THIS 22ND DAY OF MAY, 2017.
CERTIFICATE NO. 42788
PROFESSIONAL LAND SURVEYOR



SHERLEY
MATTHEWS
REGISTERED
LAND SURVEYOR
P. 000000
DATE
05/22/2017
JOB NO.
FIELD BOOK 183

HOLMVIS, DEWITT, GALLION & ASSOC., LLC.
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