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Electronically Recorded King County, WA EXCISE TAX NOT REQUIRED BY NATALYA TAYKO, DEPUTY

After recording return document to:

City of Seattle
Department of Transportation
700 5th Avenue – Suite 3800
P.O. Box 34996
Seattle, WA 98124-4996
Attn: Michelle Talbot

Document Title: Signal Pole and Trolley Wire Easement

Reference Number of Related Document: N/A

Grantor(s): Seattle University

Grantee: City of Seattle

Abbreviated Legal Description: Ptn of Lots 1 thru 6, Miles Addition, Vol. 2, PP 6, in the SW ¼ of NE ¼ of Sec. 32, T25N, R4E, W.M., King County, Washington

Additional Legal Description on Exhibit A Pages 5 and 6 of Document.

Assessor's Tax Parcel Number(s): 552560-0010

SIGNAL POLE AND TROLLEY WIRE EASEMENT

Project: Madison Street Bus Rapid Transit

The Grantor, **SEATTLE UNIVERSITY**, a Washington non-profit corporation ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other valuable consideration, conveys and warrants to the **CITY OF SEATTLE**, a municipal corporation of the State of Washington ("Grantee"), an Easement for constructing, repairing, replacing, and maintaining two (2) traffic signal poles and related equipment, and for attaching and maintaining support wires for the trolley bus wires attached to said traffic signal poles (the "Equipment"), over, under, upon and across the lands described in Exhibit A, situated in King County, State of Washington (collectively, the "Easement" and the lands described and depicted on Exhibit A attached hereto, the "Easement Area"), to the same extent and purpose as if the rights granted had been acquired under Eminent Domain statutes of the State of Washington, subject to the following terms and conditions:

(a) The Equipment shall be installed in substantially the same location as depicted on Exhibit B attached hereto. Grantee may not relocate the Equipment (or any portion thereof) to another location within the Easement Area without Grantor's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed so long as the Equipment does not impede or otherwise obstruct access to and from Grantor's property in Grantor's commercially reasonable discretion.

SIGNAL POLE AND TROLLEY WIRE EASEMENT

(b) Grantee, at its sole cost and expense, shall maintain and repair the Equipment from time to time (i) as Grantee deems reasonably necessary or appropriate, or (ii) as Grantor deems reasonably necessary, with Grantee commencing such maintenance or repairs promptly after receipt of written notice from Grantor that such repairs are needed. Grantee shall notify Grantor prior to the commencement of any maintenance or repair work that will impair the flow of pedestrian traffic through the Easement Area.

(c) Grantee shall at all times in connection with the operation, repair and maintenance of the Equipment, keep the Easement Area in an orderly, clean and safe condition and promptly repair or restore, at Grantee's sole cost and expense, any damage (including without limitation damage to landscaping, paving or other improvements) caused to the Easement Area by Grantee or Grantee's contractors, agents or licensees. In no event shall Grantee install or otherwise operate any Equipment within the Easement Area that would impede or otherwise obstruct ingress and egress to and from Grantor's property. All maintenance and repair work conducted hereunder shall be performed by licensed contractors in a workmanlike manner in compliance with all applicable laws, rules, regulations and ordinances, and shall be completed with diligence and in a manner that minimizes disruption to Grantor's property.

(d) To the extent permitted by law, Grantee, its successors and assigns, agrees to indemnify and hold Grantor harmless from any and all injury, loss, damage or liability (or any claims with respect to the foregoing), costs or expenses (including without limitation reasonable attorneys' fees) related to Grantee's use of the Easement Area, except to the extent such injury, loss, damage or liability is caused by the negligence or willful misconduct of the Grantor.

(e) Grantor hereby reserves for itself, its successors and assigns, and its agents, representatives, employees, contractors, licensees, tenants and invitees, the right to use the Easement Area for any purpose not inconsistent with the rights herein granted.

[signature pages and notary acknowledgments follow]

SIGNAL POLE AND TROLLEY WIRE EASEMENT

EXHIBIT A SIGNAL POLE AND TROLLEY WIRE EASEMENT FROM PARCEL NO. 5525600010

An easement for signal pole and trolley wire purposes across a portion of the below described PARCEL A, situate in the South Half of the Northeast Quarter of Section 32, Township 25 North, Range 4 East, W.M., more particularly described as follows:

Beginning at the northwest corner of said PARCEL A, said point also being on the southerly margin of East Madison St; thence along said southerly margin and the northerly line of said PARCEL A North 59°26'50" East, 62.87 feet to the TRUE POINT OF BEGINNING; thence leaving said northerly line South 30°33'10" East, 10.00 feet; thence North 59°32'44" East, 84.35 feet; thence North 0°56'48" East, 11.77 feet to a point on the northerly line of PARCEL A; thence along said northerly line South 59°26'42" West, 19.86 feet; thence continuing along said northerly line South 59°32'44" West, 64.66 feet; thence continuing along said northerly line South 59°26'50" West, 5.97 feet to the TRUE POINT OF BEGINNING, containing 875 square feet, more or less.

PARCEL A

Lots 1 through 6, Miles Addition, according to the plat recorded in Volume 2 of Plats, Page 6, in King County, Washington;

Together with vacated portion of E. Spring Street in City of Seattle Ordinance No. 85398; also

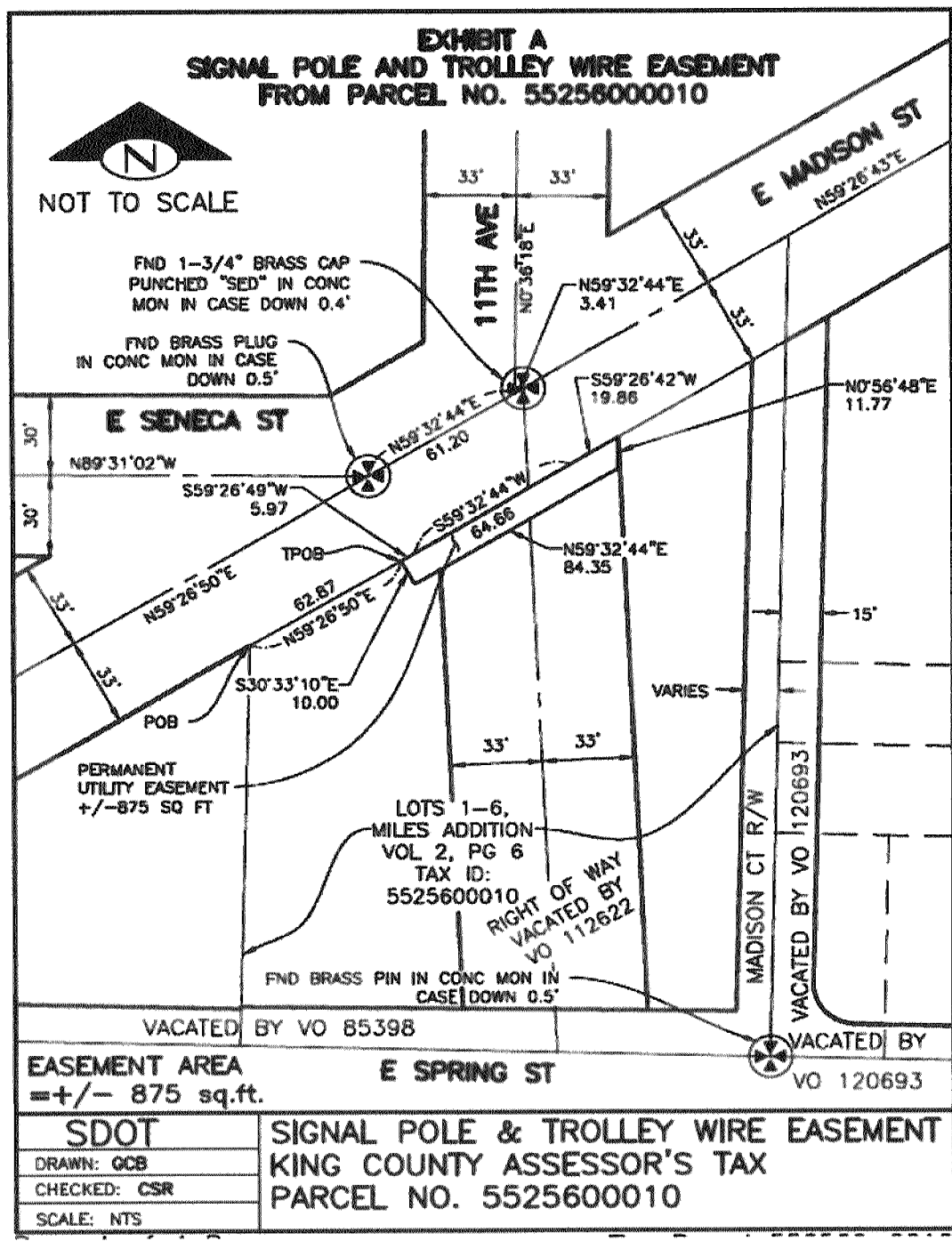
Together with vacated portion of E. Spring Street and 11th Avenue in City of Seattle Ordinance No. 112622; also

Together with vacated portion of E. Spring Street and Madison Court in City of Seattle Ordinance No. 120693.

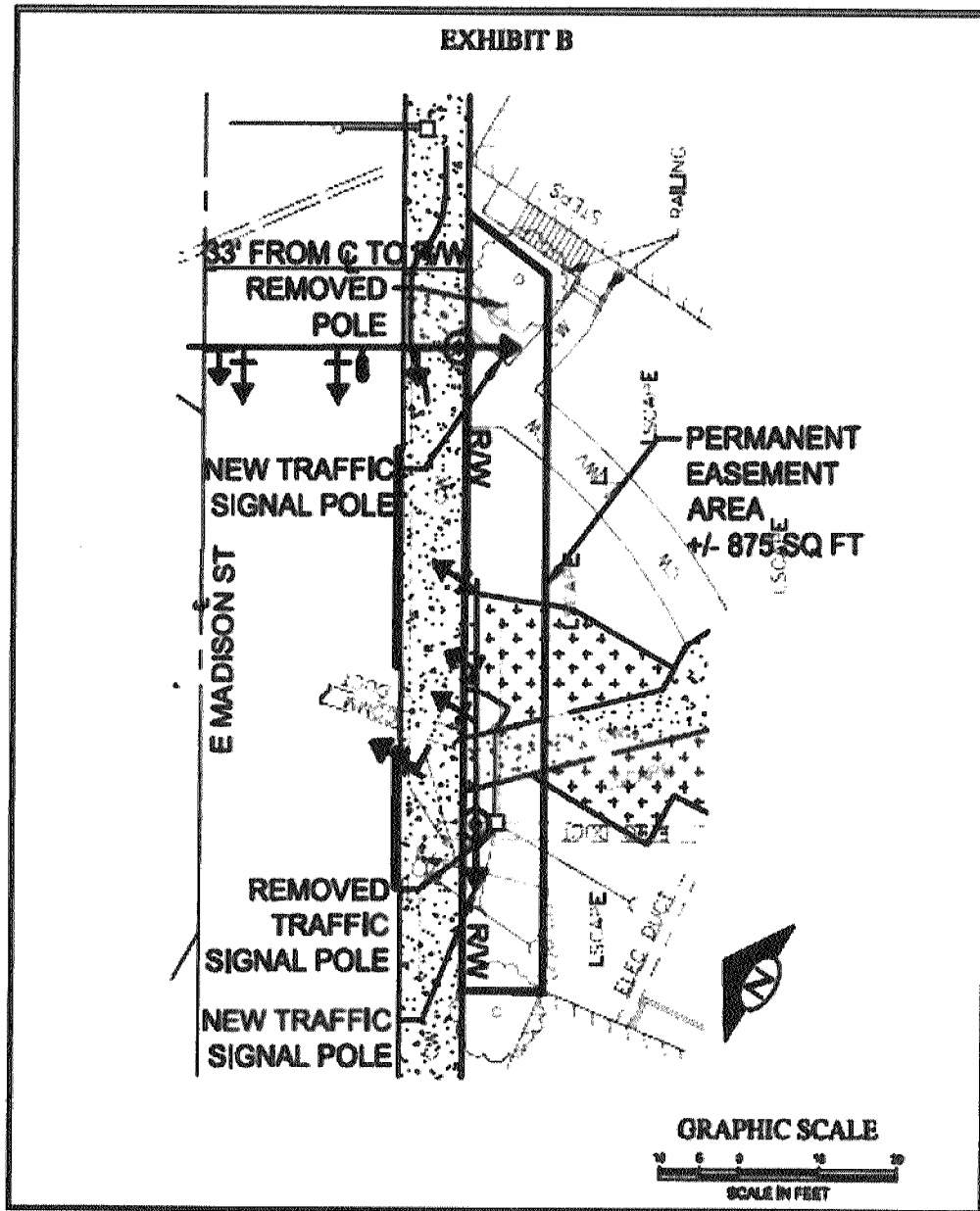
Basis of Bearing: Washington State Plane Coordinate System, North Zone, NAD83-2011, EPOCH 2010.00, Derived from the WSRN and NGS-CORS.



SIGNAL POLE AND TROLLEY WIRE EASEMENT
EXHIBIT A (Continued)



SIGNAL POLE AND TROLLEY WIRE EASEMENT



LEGEND:

 Easement Perimeter