

Attachment 1: Easement Granted by Kenny K. Ho

Recording Requested By And  
When Recorded Mail To:

Seattle Public Utilities  
Facilities and Real Property Services  
PO Box 34018  
Seattle WA 98124-4018



EXCISE TAX NOT REQUIRED  
King Co. Records

**TIEBACK EASEMENT**

Reference #s of Documents Released or Assigned: n/a  
Grantor:..... Ho, Kenny K.  
Grantee:..... City of Seattle  
Legal Description (abbreviated):..... Ptn Lot 14, Blk 1, The Uplands  
Assessor's Tax Parcel ID#:..... 883540-0080

RW# 2013-006-003

THIS TIEBACK EASEMENT granted this 3 day of December, 2014, by **Kenny K. Ho**, hereinafter called "Grantor," to the **CITY OF SEATTLE**, a municipal corporation of the State of Washington, acting through and by Seattle Public Utilities, hereinafter called the "Grantee." Grantor is the owner of real property located in the City of Seattle commonly known as 6030 Lake Shore Drive South ("Property").

1. Grant of Easement. The Grantor, for and in consideration of the public good and other valuable consideration, the sufficiency of which is hereby acknowledged, grants and conveys to the Grantee a Tieback Easement (the "Easement") upon the portion of the Property that is legally described in Exhibit A and illustrated in Exhibit B ("Easement Area").

2. Purpose of Easement. The Grantee shall have the right to use the Easement Area for the purpose of constructing and abandoning-in-place two rows of five (5) to eight (8) horizontal construction tiebacks ("Tiebacks") each row located between twenty (20) and forty (40) feet below ground surface to support the construction of Grantee's Seward Park CSO Reduction Project, as depicted in Exhibit C. Grantee shall have the right to maintain the Tiebacks tensioned in place for the duration of Grantee's Seward Park CSO construction project, which is estimated to begin first quarter 2015 and be completed June 2017. The Tiebacks will gradually de-tension in place and are expected to be completely relaxed within ten years after construction.

In the event property, improvements or vegetation within the Easement Area are disturbed or damaged by Grantee's use of the Easement Area, Grantee shall restore the disturbed or damaged property, improvements or vegetation to the condition existing as of the date this Easement Agreement became effective.

3. Grantee's Use of Easement Area. Grantee's right to use the Easement Area is limited by the purposes and conditions of use described in this Easement Agreement. Grantee's right to use the Easement Area shall be non-exclusive for the duration of this Easement Agreement as described in Paragraph 4. Grantor may use the Easement Area in any manner that does not interfere with the rights granted herein. Grantee shall have the right to permit third parties to enter upon the Easement Area to accomplish the purposes described herein, provided that all such parties abide by the terms of this Easement Agreement.

4. Term of Easement Agreement. This Easement Agreement shall commence on the date of recording and shall remain in effect for ten (10) years at which time it will be deemed abandoned.

5. Binding Effect. The Easement granted by this Easement Agreement, and the duties, restrictions, limitations, and obligations created by this Easement Agreement, shall burden the Property and shall be binding upon the Grantor and its respective successors, assigns, mortgagees, and sublessees and each and every person who shall at any time have a fee, leasehold, mortgage, or other interest in any part of the Easement Area.

6. Compliance with Applicable Law and Indemnification. Grantee shall at all times exercise its rights under this Easement Agreement and its use of the Easement Area in accordance with the requirements of all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction. Grantee agrees to assume all risk of loss, damage, or injury that may result from Grantee's exercise of its rights under this Easement Agreement or use of the Easement Area, except to the extent caused by Grantor's negligence. Grantee hereby agrees to indemnify Grantor from and against any and all liability, loss, damage, expense, actions, and claims incurred by Grantor arising from the exercise by Grantee, its employees, or contractors, of the rights granted in this Easement Agreement or use of the Easement Area, except to the extent caused by Grantor's negligence.

8. Notices. Any notices required or permitted under this Easement Agreement shall be given in writing and either personally delivered or sent by U.S. Mail, postage prepaid, to the addresses as indicated below:

To Grantor: Kenny K. Ho  
6030 Lake Shore Drive South  
Seattle, WA 98118

VS

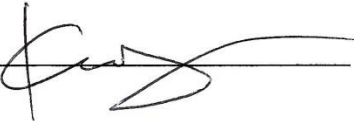
To Grantee: City of Seattle  
Seattle Public Utilities  
700 Fifth Avenue, Suite 4900  
PO Box 34018  
Seattle, WA 98124-4018  
Attn: Facilities and Real Property Services

9. Exhibits Incorporated. All exhibits attached hereto, as listed below, are expressly incorporated into and form a part of this Easement Agreement.

Exhibit A: Legal Description of Easement Area  
Exhibit B: Tieback Location Illustration

10. Recording. This Easement Agreement shall be recorded in the real property records of King County, Washington.

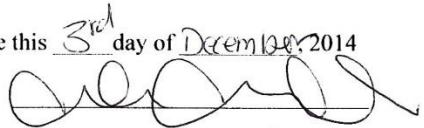
Dated this 3<sup>rd</sup> day of December, 2014.

By: 

STATE OF Washington )  
COUNTY OF King ) ss.

I certify that I know or have satisfactory evidence that Ho Kenny Kai is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as City of Seattle of Ho Kenny Kai in the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 3<sup>rd</sup> day of December, 2014

  
Name (Print) Carla Cervantes

NOTARY PUBLIC in and for the  
State of Washington  
residing at Seattle,

My appointment expires 10, 2016



Exhibit A: Legal Description of Easement Area

The East 15 feet of the south 40 feet of the following described property:

The north 75 feet of Lot 14, as measured along the east line thereof, Block 1, The Uplands,  
an Addition to the City of Seattle, according to the plat thereof recorded in Volume 28 of  
Plats, Page 42, records of King County, Washington.

Situate in the County of King, State of Washington.

(600 square feet, more or less)

KS

Exhibit B: Tieback Location Illustration

