

Recording Requested by And
When Recorded mail to:

City of Seattle
Attn: Department of Finance and Administrative Services
P.O. Box 94689
Seattle, WA 98124-4689

DOCUMENT TITLE: Non-Exclusive Sub-Surface Water Utility Easement
REFERENCE: Access easement recorded 31st July 1946 recording number 3593337
Release of Easement recorded 09/13/2010 recording number 20100913000568
Non-exclusive ingress and egress easement recorded 9/13/2010 recording number
2100913000532
GRANTOR: THE CITY OF SEATTLE
GRANTEE: Anne Michelson, an unmarried person
SHORT LEGAL: **(Grantor)** S 10' OF SUNNYSIDE 5-ACRE TRACTS N 1/2 LY E OF RAINIER AVE S
& N 50.88 FT OF S 1/2 LY E OF RAINIER AVE S LESS E 64.41 FT;
(Grantee) THE E 64.41 FT OF THE S 1/2 OF SUNNYSIDE 5-ACRE TRACTS
ADDITIONAL LEGAL: See Exhibits A, B and C
PARCEL NUMBERS: 811310-1080, 811310-1010

NON-EXCLUSIVE SUB-SURFACE WATER UTILITY EASEMENT

The undersigned, CITY OF SEATTLE, a Washington municipal corporation, by and through its Department of Finance and Administrative Services (“Grantor”), for the good and valuable consideration of \$1,000, the receipt and adequacy of which are hereby acknowledged, hereby grants and conveys to Anne Michelson (“Grantee”), and her successors and assigns a non-exclusive sub-surface sewer utility easement (“Easement”) through, across and under that portion of the Grantor’s real property located in the City of Seattle, King County, Washington, identified under King County Assessor’s Parcel Number 811310-1080 and legally described on Exhibits A and B (“Easement Area”).

1. **Private Water Easement.** Grantor hereby grants, establishes and conveys a non-exclusive 10-foot wide private sub-surface water utility easement within the Easement Area for the benefit of the owner of the property legally described on Exhibit C (“Benefitted Lot”). All facilities shall be underground.
2. **Construction of Utilities.** Grantee and its authorized agents or contractors have the right to enter and install, construct, repair, replace, maintain and operate a water line to connect to water line located or to be located at the western edge of the northwestern corner of the Benefitted Lot. Prior to any construction Grantee shall provide Grantor with a water utility plan prepared and stamped by a Washington State Licensed Civil Engineer. Grantor shall have 30 days to review the plan and either approve the plan or request more information. Grantee shall provide information and make such changes as reasonably required by Grantor in its sole discretion to complete the plan. Any construction that proposes removal of landscaping, trees, or irrigation systems will also require the preparation of a landscape plan by a licensed landscape architect showing the replacement and planting for landscape restoration at Grantee’s sole cost. Grantor shall have 30 days to review the plan and either request more information or approve the drawings. Grantee shall provide information and make such changes to the landscape plan as reasonably required by Grantor in its sole discretion. Grantee shall not begin construction of water facilities until obtaining Grantor’s approval of any plans, which shall not be unreasonably withheld. After construction is complete Grantee shall provide a surveyed as-built drawing to Grantor and any other permitting departments as requested. Grantee shall obtain permits as necessary from the City of Seattle’s Department of Public Utilities for water line construction and connections. Grantee or Grantee’s contractor shall obtain right of way use permits if any construction is to be conducted in the City street right of way.
3. **Maintenance.** Grantee shall undertake all repair and maintenance of the water facilities within the Easement Area and keep the facilities in a safe and operable condition. However, Grantor reserves the right to undertake any repair or maintenance of Grantee’s water facilities located in the Easement Area, in which event Grantee shall reimburse Grantor for the costs of such work.
4. **Notice; Quality of Work of Improvements.** Grantee shall give Grantor at least 72-hours’ notice prior to entering the Easement Area to perform any work, except in an emergency. All construction and installation of improvements within the Easement Area and the operation and maintenance thereof shall be performed (a) in accordance with applicable laws, regulations, and permits, (b) in a lien-free, professional and safe manner, and (c) with due diligence at reasonable times and in a reasonable manner to minimize interference with other uses on Grantor’s property. Immediately upon completion of any work within the Easement Area, the person(s) performing and causing the work to be performed shall restore any disturbed area and shall repair any damage to the Easement Area to substantially the same condition as existing before the work. Further, the contractor’s person(s) performing and causing the work to be performed shall indemnify Grantor for any loss, damage, injury or death from work related to the Easement Area.

5. **Bonding and Insurance.** Grantee shall place a bond covering 125% of construction and landscaping costs, payable to the City of Seattle, Department of Finance and Administrative Services, for up to two years after installation of water and utility lines.
6. **Right to Relocate Easement.** Grantor hereby reserves to itself the right to relocate the easement to another area in the property described in Exhibit A, or to other property owned by Grantor, provided the same shall be functionally equivalent to the easement granted herein and conform to City Ordinance requirements for utility services to Grantee's property in force at that time.
7. **Easement Extinguished.** If at any time hereafter, Grantee shall be offered or obtain the right to establish water utility services across other property than the Grantor's property described herein, this Easement shall be extinguished, notwithstanding that said access shall originate from other points of access or direction.
8. **Abandonment.** This Easement shall terminate, and all rights hereunder cease if the Grantee ceases to use the Easement Area for a period of ten (10) successive years.
9. **Other Uses.** The Grantee shall not use the Easement Area for any other purpose than the use as described herein.
10. **Indemnification and Insurance:** To the fullest extent permitted by law, Grantee and its successors and assigns shall indemnify, defend and hold Grantor harmless from any and all claims, liabilities, damages, losses, causes of action, or permit violations, arising out of or resulting from, or alleged to arise out of, or result from, the use and occupancy of this Easement by the Grantee or any of its invitees. Grantee, at its sole expense, shall always maintain premises/operations liability insurance covering the Grantee's property and insuring the obligations under this Easement. Should the Grantee maintain any form of commercial or business liability insurance, it shall either by designated additional insured endorsement or blanket additional insured policy provision include "The City of Seattle" as an additional insured for primary and non-contributory limits of liability for the total limits of liability maintained by Grantee, whether such limits are primary, excess, contingent or otherwise. Upon notification by the Grantor that a claim has been made or a lawsuit filed against the Grantor arising out of or resulting from, or alleged to have arisen out of, or resulted from, the use and occupancy of this Easement by the Grantee or any of its invitees, Grantee shall provide Grantor with all information and documentation related to its insurance coverage as may be required by Grantor to tender such claim or lawsuit to Grantee's insurer(s) for defense and indemnity; such information and documentation shall include, without limitation, true and complete certified copies of each such relevant insurance policy (ies).
11. **Environmental Release and Indemnity.** The Easement is conveyed AS-IS, WHERE-IS, WITH-ALL-FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO ITS CONDITION, ENVIRONMENTAL OR OTHERWISE, OR ITS SUITABILITY OR SUFFICIENCY FOR THE GRANTEE'S INTENDED USES AND PURPOSES. Grantee acknowledges that adverse physical, economic or other conditions (including without limitation, adverse environmental soils and ground-water conditions), either latent or patent, may exist in the Easement and assumes Grantor's responsibility for all environmental conditions of the Easement, known or unknown, including but not limited to responsibility, if any, for investigation, removal or remediation actions relating to the presence, release or threatened release of any Hazardous Substance or other environmental contamination relating to the Easement. Grantee also releases and shall indemnify, defend, and hold Grantor and its past, present and future officials, employees, and agents, harmless from and against any and all claims, demands, penalties, fees, damages, losses, expenses (including but not limited to regulatory agencies, attorneys, contractors and consultants' fees and costs), and liabilities arising out of, or in any way connected with, the condition of the Easement including but not limited to any alleged or actual past, present or future presence, release or threatened release of any Hazardous Substance in, on, under or emanating from the Easement, or any portion thereof or improvement thereon, from any cause whatsoever; it being intended that Grantee shall so indemnify Grantor and such personnel without regard to any fault or responsibility of Grantor or Grantee. The obligation to complete all environmental investigation, removal or remediation of the Easement and the acknowledgement, release and indemnification touch and concern the Easement, restrict the use of the Easement, constitute an assessment against the Easement, and are intended to run with the land and bind Grantee and Grantee's heirs, successors and assigns, and inure to the benefit of Grantor and its successors and assigns.

For purposes of this Easement, the term "Hazardous Substance" shall mean petroleum products and compounds containing them; flammable materials; radioactive materials; polychlorinated biphenyls ("PCBs") and compounds containing them; asbestos or asbestos-containing materials in any friable form; underground or above-ground storage tanks; or any substance or material that is now or hereafter becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to environmental protection, contamination or cleanup.

Grantee's release shall include both claims by Grantee against Grantor and cross-claims against Grantor by Grantee based upon claims made against Grantee by any and all third parties. The obligation to indemnify and defend shall include, but not be limited to, any liability of Grantor to any and all federal, state or local regulatory agencies or other persons or entities for remedial action costs and natural resources damages claims.

This release means Grantee assumes all responsibility of Grantor to investigate, remove and remediate any environmental conditions on the Easement and has no recourse against Grantor or any of its officers, employees or agents for any claim or liability with respect to the Easement.

Grantor shall have the right to defend itself and seek from Grantee recovery of any damages, liabilities, settlement awards and defense costs and expenses incurred by Grantor if Grantee does not accept unconditionally Grantor's tender to Grantee of the duty to investigate, remove and/or remediate environmental conditions on the Easement and/or defend and indemnify Grantor against any such claim, suit, demand, penalty, fee, damages, losses, cost or expense. This right shall apply regardless of whether or not Grantee is culpable, negligent or in violation of any law, ordinance, rule or regulation. This release and indemnity is not intended, nor shall it, release, discharge or affect any rights or causes of action that Grantor or Grantee may have against any other person or entity, except as otherwise expressly stated herein, and each of the parties reserves all such rights including, but not limited to, claims for contribution or cost recovery relating to any Hazardous Substance in, on, under or emanating from the Easement.

12. **Successors and Assigns.** The benefits and burdens of this Easement shall be binding upon and inure to the benefit of the Grantor and Grantee and the successor owners and assigns of fee title to the Easement Area and the Benefitted Lot, respectively, and shall run as covenants with the land.
13. **Amendment.** This Easement shall not be modified, amended or terminated except by written instrument signed by the record owner of the Benefitted Lot and Grantor, or as herein provided.

DATED this _____ day of _____, 2018

GRANTEE:

GRANTOR:
The City of Seattle
a Washington municipal corporation

By: _____
Its: Director of the Department of Finance and Administrative
Services as authorized by City of Seattle ordinance _____

By: _____

Exhibit A	Legal Description of Easement Area
Exhibit B	Depiction of Easement Area
Exhibit C	Legal Description of Benefitted Lot

EXHIBIT A
Legal Description of Easement Area

A PORTION OF TRACT 23, SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 120, IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE SOUTH 10.00 FEET OF SAID TRACT 23;
EXCEPT THE EAST 64.39 FEET OF SAID TRACT 23;
CONTAINING AN AREA OF 2,597 SQUARE FEET OR 0.0596 ACRES, MORE OR LESS.

SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

King County Assessor's Parcel Number 811310-1080.

EXHIBIT B

Depiction of Easement Area

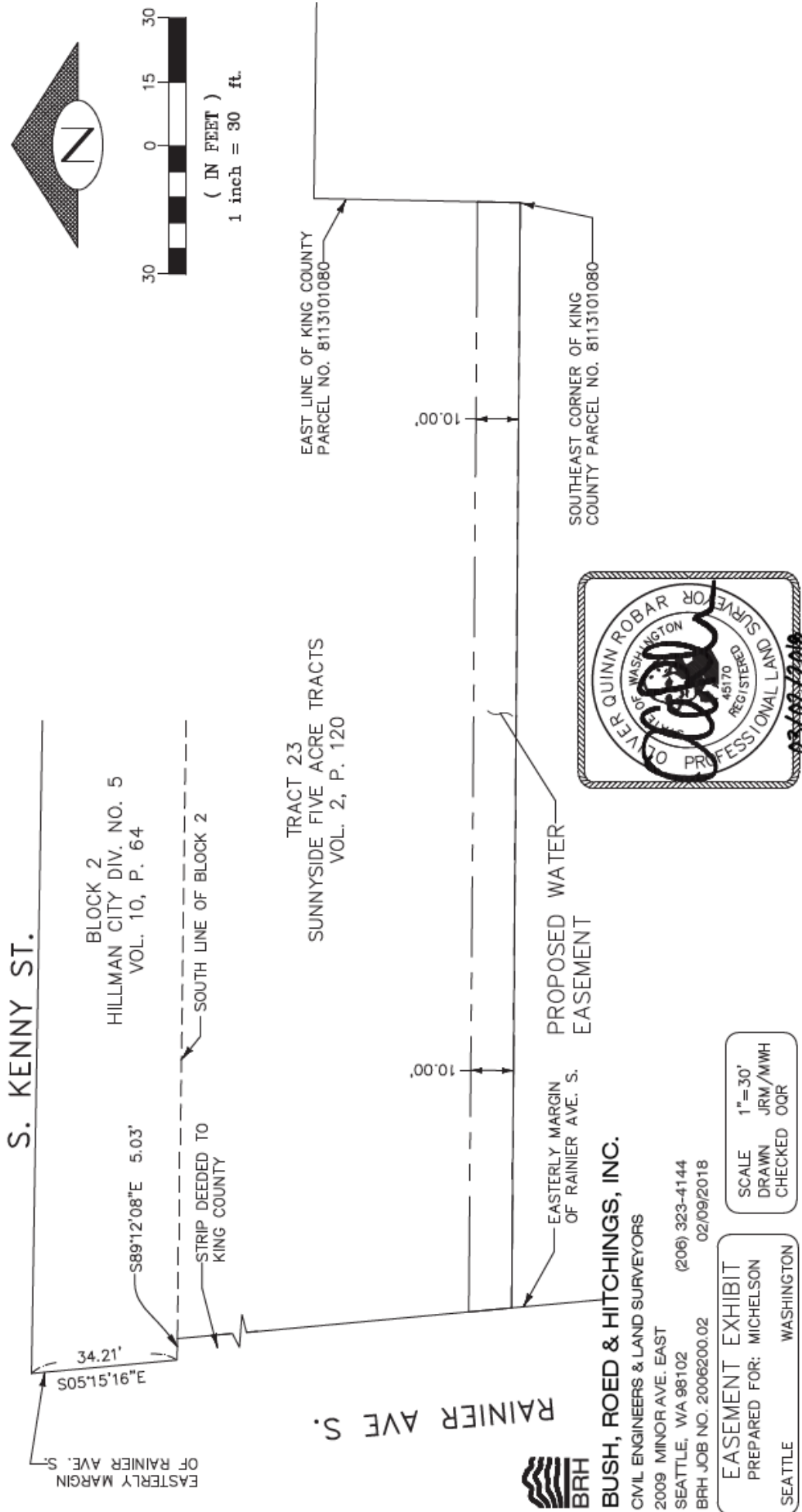


EXHIBIT C

Legal Description of Benefitted Lot

The East 64.41 feet of the South one- half of Tract 23, Sunnyside Five -Acre Tracts, according to the plat there of recorded in Volume 2 of Plats Page 120, in records of King County, Washington.

King County Assessor's Parcel number 811310-1010