

Attachment D

AFTER RECORDING RETURN TO:

Attention: Pree Carpenter
SEATTLE CITY OF SPU-WTR
700 5TH AVE STE 4900-RPS
PO BOX 34018
SEATTLE WA 98124-4018

Document Title: Easement

Reference Number of Related Document:

Grantor: State of Washington, Department of Transportation

Grantee: City of Seattle, Seattle Public Utilities

Abbreviated Legal Description: Portion of SW 1/2 Section 17, T 23 N, R 5 E, W.M.

Additional Legal Description is on Exhibit A

Assessor's Tax Parcel Number: none

E A S E M E N T

SR 405, SR 515 VIC. to N.E. 3rd ST. VIC.

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of Preliminary Engineering Agreement, dated May 5th, 1989; Preliminary Engineering Agreement No. UT 0225 Supplement No. 1 dated December 8th, 1989; Construction Agreement UT 0225 Supplement No. 2 dated October 26, 1990; and Construction Agreement UT 0225 Supplement No. 4 dated March 22, 2019, hereby grants and conveys unto the CITY OF SEATTLE, a Washington municipal corporation, acting by and through SEATTLE PUBLIC UTILITIES, Grantee, an easement for the installation, operation, maintenance, repair, replacement, enhancement, construction, reconstruction of and addition to underground utilities over, under, across, and upon the following described real property on **Exhibit A**, attached hereto, situated in King County, State of Washington.

Subject to all existing encumbrances, including easements, restrictions and reservations, if any, and further subject to the terms and conditions described in **Exhibit B** attached hereto and by this reference made a part hereof.

To the extent authorized under RCW 35.32a.090, the Grantee hereby indemnifies the Grantor.

The Grantee, on behalf of itself and or assigns, as part consideration herein, do hereby agree to comply with all civil rights and anti-discrimination requirements of chapter 49.60 RCW as to the lands herein conveyed.

The lands herein described are not required exclusively for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.080.

Dated at Olympia, Washington, this _____ day of _____, 20_____.

S T A T E O F W A S H I N G T O N,
D E P A R T M E N T O F T R A N S P O R T A T I O N -
G R A N T O R

Roger Millar, PE, FASCE, FAICP
Secretary of Transportation

APPROVED AS TO FORM:

By: _____
Assistant Attorney General

ACCEPTED AND APPROVED – GRANTEE:
CITY OF SEATTLE, SEATTLE PUBLIC UTILITIES

By _____
Mami Hara
General Manager & Chief Executive Officer
Seattle Public Utilities

STATE OF WASHINGTON)

) : ss

COUNTY OF THURSTON)

On this _____ day of _____, 20____, before me personally appeared Roger Millar, known to me as the Secretary of Transportation, State of Washington, Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

Notary (print name) _____
Notary Public in and for the State of Washington,
residing at _____
My Appointment Expires _____.

Exhibit A

All that portion of the following described TRACTS 1-7, Town of Renton, according to the plat thereof recorded in Volume 1 of Plats, page 135, records of King County, Washington; Plat No. 1 of Renton Co-Operative Coal Company's Acre Tracts, according to the plat thereof recorded in Volume 9 of Plats, page 29, records of King County, Washington; and H. H. Tobin Donation Land Claim No. 37 in Township 23 North, Range 5 East, W.M. and described as follows:

TRACT 1 (*ICN 1-17-15782*)

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 393+36.55 on the I-405 line survey of I-405, SR 515 Vic. to N.E. 3rd St. Vic. and 74.98 feet southeasterly therefrom; thence northeasterly parallel with said line survey to a point opposite HES 393+69.96 thereon; thence southeasterly to a point opposite HES 393+48.98 on said line survey and 130.66 feet southeasterly therefrom; thence southerly to a point opposite HES 393+22.13 on said line survey and 147.73 feet southeasterly therefrom; thence northwesterly to a point opposite HES 393+31.53 on said line survey and 124.98 feet southeasterly therefrom; thence southwesterly parallel with said line survey to a point opposite HES 393+16.52 thereon; thence northwesterly to the point of beginning.

TRACT 2 (*ICN 1-17-15783*)

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 392+16.15 on the I-405 line survey of I-405, SR 515 Vic. to N.E. 3rd St. Vic. and 174.33 feet northwesterly therefrom; thence northeasterly to a point opposite HES 392+47.68 on said line survey and 185.42 feet northwesterly therefrom; thence northeasterly along a curve to the right having a radius of 121 feet, an arc distance of 31.39 feet to a point opposite HES 392+75.29 on said line survey and 191.50 feet northwesterly therefrom; thence northwesterly to a point opposite HES 392+90.52 on said line survey and 228.70 feet northwesterly therefrom; thence southwesterly to a point opposite HES 392+40.65 on said line survey and 230.98 feet northwesterly therefrom; thence southeasterly to a point opposite HES 392+26.79 on said line survey and 203.38 feet northwesterly therefrom; thence southeasterly along a curve to the left having a radius of 115 feet, an arc distance of 31.48 feet to the point of beginning.

TRACT 3 (*ICN 1-17-15784*)

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 392+00.50 on the I-405 line survey of I-405, SR 515 Vic. to N.E. 3rd St. Vic. and 74.97 feet southeasterly therefrom; thence northeasterly along a curve to the right having a radius of 1,544.64 feet to a point opposite HES 392+63.47 on said line survey and 74.98 feet southeasterly therefrom; thence southeasterly to a point opposite HES 392+62.44 on said line survey and 124.98 feet southeasterly therefrom; thence southwesterly along a curve to the left having a radius of 1,494.64 feet to a point opposite HES 392+56.80 on said line survey and 124.98 feet southeasterly therefrom; thence continuing southwesterly along said curve to a point opposite HES 391+97.31 on said line survey and 124.97 feet southeasterly therefrom; thence northwesterly to the point of beginning.

TRACT 4 (ICN 1-17-15785)

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 393+55.80 on the I-405 line survey of I-405, SR 515 Vic. to N.E. 3rd St. Vic. and 239.56 feet northwesterly therefrom; thence southerly to a point opposite HES 393+33.39 on said line survey and 222.96 feet northwesterly therefrom; thence northeasterly to a point opposite HES 393+92.26 on said line survey and 196.93 feet northwesterly therefrom; thence northerly to a point opposite HES 394+28.95 on said line survey and 228.78 feet northwesterly therefrom; thence southwesterly to the point of beginning.

TRACT 5 (ICN 1-17-15786)

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 394+28.85 on the I-405 line survey of I-405, SR 515 Vic. to N.E. 3rd St. Vic. and 98 feet northwesterly therefrom; thence northwesterly along a curve to the left having a radius of 155 feet, an arc distance of 5.28 feet to a point opposite HES 394+27.68 on said line survey and 103.13 feet northwesterly therefrom; thence northwesterly along a curve to the left having a radius of 155 feet, an arc distance of 46.52 feet to a point opposite HES 394+10.96 on said line survey and 145.84 feet northwesterly therefrom; thence southeasterly to a point opposite HES 393+96.80 on said line survey and 98.95 feet northwesterly therefrom; thence northeasterly to a point opposite HES 394+26.21 on said line survey and 98.05 feet northwesterly therefrom, thence northeasterly to the point of beginning.

TRACT 6 (ICN 1-17-15787)

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) HES 394+54.42 on the I-405 line survey of I-405, SR 515 Vic. to N.E. 3rd St. Vic. and 201.25 feet northwesterly therefrom; thence westerly to a point opposite HES 394+34.27 on said line survey 229.81 feet northwesterly therefrom; thence northwesterly to a point opposite HES 394+42.78 on said line survey and 262.49 feet northwesterly therefrom; thence northerly along a curve to the right having a radius of 115 feet, an arc distance of 69.93 feet to a point opposite HES 394+74.91 on said line survey and 319.97 feet northwesterly therefrom; thence northerly to a point opposite HES 394+75.56 on said line survey and 320.61 feet northwesterly therefrom; thence northeasterly to a point opposite HES 395+01.86 on said line survey and 307.89 feet northwesterly therefrom; thence southerly to a point opposite HES 394+91.12 on said line survey and 297 feet northwesterly therefrom; thence southerly along a curve to the left having a radius of 85 feet, an arc distance of 40.19 feet to a point opposite HES 394+70.94 on said line survey and 264.99 feet northwesterly therefrom; thence continuing along said curve to a point opposite HES 394+67.64 on said line survey and 254.16 feet northwesterly therefrom; thence southeasterly to the point of beginning.

TRACT 7 (ICN 1-17-15788)

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 398+52.82 on the I-405 line survey of I-405, SR 515 Vic. to N.E. 3rd St. Vic. and 91.00 feet northwesterly therefrom; thence northeasterly parallel with said line survey to a point opposite HES 398+70.58 thereon; thence northwesterly along a curve to the left having a radius of 155 feet, an arc distance of 44.44 feet to a point opposite HES 398+49.99 on said line survey and 122.91 feet northwesterly therefrom; thence southwesterly to a point opposite HES 397+44.34 on said line survey and 152.94 feet northwesterly therefrom; thence southwesterly to a point opposite HES 394+71.38 on said line survey and 178.09 feet northwesterly therefrom; thence easterly to a point

opposite HES 394+86.03 on said line survey and 164.01 feet northwesterly therefrom; thence northeasterly to a point opposite HES 397+65.83 on said line survey and 139.44 feet northwesterly therefrom; thence easterly along a curve to the right having a radius of 121 feet, an arc distance of 73.77 feet to a point opposite HES 398+25.92 on said line survey and 98.63 feet northwesterly therefrom; thence southeasterly, continuing along said curve to the right, an arc distance of 9.45 feet to a point opposite HES 398+31.48 on said line survey and 91 feet northwesterly therefrom; thence northeasterly parallel with said line survey to the point of beginning.

The specific details concerning all of which may be found on sheets 9 and 19 of 19 sheets of that certain plan entitled I-405, SR 515 VIC. TO N.E. 3RD ST. VIC., bearing date of approval November 18, 2005, sheet 9 revised July 2, 2019, and sheet 19 revised May 17, 2019, now of record and on file in the Office of the Secretary of Transportation at Olympia, Washington.

EXCEPT, Grantor reserves to itself and its successors and/or assigns, all easement rights of access, light, view and/or air in the property herein conveyed to the extent that the property abuts the state highway right of way; therefor the Grantee herein, including successors or assigns, shall have no right of ingress or egress to, from or between I-405 and the lands herein described, nor shall Grantee herein, its successors or assigns, be entitled to compensation for any loss of access, light, view and/or air occasioned by the location, construction, reconstruction, maintenance or operation of said highway. Notwithstanding the above, pursuant to Preliminary Engineering Agreement No. UT 0225 dated May 5, 1989 and Supplements thereto by and between the Grantor and Grantee, the Grantor agrees the Grantee shall have the right of access to its facilities from the easement areas herein conveyed.

Exhibit B

Conditions of Easement

1. Notice to and approval by the State shall be required prior to the commencement of any significant work within the project easement area, within the limits of the highway right of way for other than routine maintenance and emergency repairs. Such approval shall not be unreasonably withheld by the State and shall not require a permit.

2. The City shall have reasonable rights of ingress and egress to the easement area over and across other highway lands by means of roads or lanes thereon, if such there be, otherwise by such practicable route or routes as shall occasion the least damage and inconvenience to the State facility and the users of the highway. However, no routine maintenance will be allowed from the through traffic roadways or ramps within the limited access area. Primary access will be by utilidors, drop shafts and valve vaults. Routine maintenance shall be conducted by these methods within the limited access area.

3. The City shall have the right to install future underground utility facilities of any type or nature within the easement area, including installation of additional or larger diameter transmission pipes within the utilidors, the use of the utilidors, in the easement areas, is for corridor conveyance of underground utilities such as, but not limited to water, power and communications equipment.

All plans, materials and work required to install future utilities outside of the utilidors will be subject to prior approval of the State. Such approval shall not be unreasonably withheld by the State. Approvals will not require permits.

4. The State shall provide the City with plans of future highway improvements within the easement areas so the City may review and comment. The State will make every reasonable effort to accommodate any concerns that the City may have.

Should the planned highway improvements interfere in any way with the City's utility facility, the State will take measures to mitigate such interference in a manner acceptable to the City.

5. The utility facility shall be operated and maintained at the sole cost of the City and without expense to the State.

6. This easement shall be deemed an exclusive one, within the utilidors. Outside of the utilidors, this easement shall not be deemed an exclusive one nor shall the State be prohibited from granting permission to other public or private utilities to occupy portions of the State right of way outside of the utilidors, subject to prior approval by the City, where such uses are not inconsistent with the easement granted to the City across State right of way or the City's present or future use thereof. Provided, however, that before any construction or improvements by any other private or public utility are allowed within said easement area, plans of such will be supplied to the City for written approval prior to commencement of work, such approval shall not be unreasonably

withheld. Any rights granted to any other private or public utility shall be subservient to those of the City.

Should any use permitted by the State become inconsistent with use of the easement area by the City, the City's use shall be paramount and any State issued permits or other allowed uses shall be modified so as not to interfere with the City's use, or if such modification is not possible, be terminated without any cost to the City whatsoever.

7. The State reserves the right to use said easement area for the purposes of construction and normal maintenance on and along I-405 through the end of construction of the "S" Curves Reconstruction; such being the reason for this easement. Further, the State reserves the right to use said easement areas for purposes which will not interfere with the City's full enjoyment of the rights herein granted, provided that the State shall not in the future erect construct any building or structure, or other obstruction on said easement without the written consent of the City. The City shall not unreasonably withhold such consent.

8. The City shall have the right to use such portions or said land adjacent to and along said easement area as may be reasonably necessary in connection with the installation, operation, maintenance, repair, reconstruction, alteration, and replacement of their facilities. The use of adjacent lands to the said easement area shall be subject to review and approval of the State as a normal construction permit. Approval shall not be unreasonably withheld.

9. The City shall pay the State, if applicable, the reasonable amount of actual damages to fences, buildings, private roads and other highway improvements caused by it within the limits of the highway right of way or adjacent thereto used or damaged during the construction or reconstruction of any utility or in the exercise of the right of ingress or egress, if such damage is not reasonably repaired by the City.

10. The State shall pay the City, if applicable, the reasonable amount of actual damage caused by the State to pipes, manholes, roads, and other utility improvements within the limits of the utility easement area, or the area which may be affected by this easement agreement, which is used or damaged during the construction, reconstruction or maintenance of any highway improvement or in the exercise of the right of ingress or egress of the damage is not reasonably repaired by the State.

11. If at any time in the future the State requires the City to move, modify, or relocate their facilities from within the right of way and limits of said easement, all costs of the removal and/or relocation will be the responsibility of the State. In the event of any such relocation or removal of City facilities, the State will convey to the City, acquire on behalf of the City, or, if there is an agreement in writing, to reimburse the City for the cost of a substitute easement adequate to replace this easement or any portion thereof.

12. If the City should decide to remove, replace and/or relocate its utility facilities without being asked to do so by the State, all costs of said removal and/or relocations shall be the responsibility of the City. The City may, at its option, salvage such facilities.

13. The provisions of this utility easement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

14. If the City should abandon the use for which this easement is granted, which is conveyance of utilities such as, but not limited to, water, power, and communications equipment, all easement rights granted shall revert to the State. Provided, such abandonment shall not be deemed to occur prior to 20 years following the City's last use of the easement.

15. The City will be offered first right of refusal for the sale of any State owned parcel within this easement. Once the offer is tendered, the City shall have 30 days in which to respond.