

**CITY OF SEATTLE**

**ORDINANCE** 126967

COUNCIL BILL 120721

AN ORDINANCE accepting various deeds and easements relating to the State Route 99 Alaskan Way Viaduct and Seawall Replacement Program; laying off, opening, widening, extending, and establishing portions of rights-of-way; placing the real property conveyed by said deeds and easements under the jurisdiction of the Seattle Department of Transportation; and ratifying and confirming certain prior acts. (This ordinance concerns the following rights-of-way: portions of the SE 1/4 of Section 6, T24N R4E, W.M.; the NE 1/4 of Section 7, T24N R4E, W.M.; Section 30, T25N R4E, W.M.; Lots 3, 4, 6, and 7, Block 328, Seattle Tide Lands; Lots 1 through 7 and Lots 13 through 19, Block 329, Seattle Tide Lands; Lots 1 through 6, Block 330, Seattle Tide Lands; Lots 1 through 5 and Lot 17, Block 331, Seattle Tide Lands; Lots 1 through 18, Block 367, Seattle Tide Lands; Lots 1 through 19, Block 368, Seattle Tide Lands; Lots 1 through 9, Block 369, Seattle Tide Lands; Lots 1 through 7, Black's Replat of Portions of Lots 18 and 19 of Block 368, Seattle Tide Lands, together with unrecorded plat; Lots 1 through 8, H. H. Dearborn's Replat of part of Blk. 329, Seattle Tide Lands; Lots 1 through 11, Block 72, D. T. Denny's Home Addition to the City of Seattle; Lot 7, Block 74, D. T. Denny's Home Addition to the City of Seattle; Lots 1, 2, 3, 9, 10, 11, and 12, Block 75, D. T. Denny's Home Addition to the City of Seattle; Lots 4 through 6, Block 71, D. T. Denny's Park Addition to North Seattle; D. T. Denny Donation Land Claim No. 38; and Seattle Dock Company's Replat of Lots 10 and 16 inclusive of Blk. 369, Seattle Tide Lands; together with the vacated alleys and streets thereof.)

WHEREAS, by Letter of Agreement dated January 13, 2009, the Governor of Washington, the King County Executive, and the Mayor of The City of Seattle (the "City") recommended replacement of the existing Alaskan Way Viaduct structure along the central waterfront area with a bored tunnel beneath downtown Seattle (the "Tunnel"); and

WHEREAS, the Washington State Legislature, by enacting RCW 47.01.402, endorsed the replacement of the Alaskan Way Viaduct with the Tunnel as the preferred alternative and authorized state funding; and

WHEREAS, the State subsequently created and implemented the Alaskan Way Viaduct and Seawall Replacement Program to construct the Tunnel together with improvements to

1 City streets, the City waterfront, utilities work, and other related projects (the  
2 “Program”); and

3 WHEREAS, to that end in October of 2009, Ordinance 123133 was passed authorizing the City  
4 and the State of Washington (the “State”), (collectively, the “Parties”) to enter into the  
5 Memorandum of Agreement No. GCA 6366 for the Alaskan Way Viaduct and Seawall  
6 Replacement Program Bored Tunnel Alternative, dated October 24, 2009, which set forth  
7 the Parties’ basic roles and responsibilities for the implementation of the Program; and

8 WHEREAS, in 2011, Ordinance 123542 was passed authorizing the Memorandum of Agreement  
9 No. GCA 6486, Alaskan Way Viaduct Property, Environmental Remediation, Design  
10 Review, Permitting, and Construction Coordination Agreement for SR 99 Bored Tunnel  
11 Project, dated May 23, 2011 (“GCA 6486”), providing for the part of the Program that  
12 replaced State Route 99 from South Royal Brougham Street to Roy Street and consisted  
13 of designing and constructing the Tunnel from South King Street to Thomas Street, north  
14 and south tunnel portals and access streets, re-establishment of the City street grid in the  
15 vicinity of the portals, and associated utility relocations; and

16 WHEREAS, Section 3 of GCA 6486 established the process for property acquisitions by the  
17 State necessary to construct the Program (the “Program Transfer Property”) as well as the  
18 process by which the State would subsequently transfer property acquired for the  
19 Program to the City after construction; and

20 WHEREAS, Section 3.2 of GCA 6486 also recognized the necessity of a future agreement to  
21 identify the Program Transfer Property, including additional processing provisions  
22 (the “Transfer Requirement”); and

1 WHEREAS, the Memorandum of Agreement No. GCB 2017, SR 99 Alaskan Way Viaduct  
2 Replacement Program – Program Transfer Property, dated September 8, 2017, as  
3 amended (“GCB 2017”), was subsequently created and executed to satisfy the Transfer  
4 Requirement and included a Program Transfer Properties Map as Exhibit A attached  
5 thereto; and

6 WHEREAS, as contemplated in GCB 2017 and required by the City Charter, the City Council is  
7 required to accept the conveyances to complete the property transfers to the City;

8 NOW, THEREFORE,

9 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

10 Section 1. The Relinquishment for Continued Road/Street Purposes from the State of  
11 Washington, acting by and through its Department of Transportation, dated January 31, 2022,  
12 and recorded under King County Recording Number 20220216001067, attached as Attachment  
13 A and incorporated into this ordinance, is accepted for street purposes, placed under the  
14 jurisdiction of the Seattle Department of Transportation, and laid off, opened, widened,  
15 extended, and established as right-of-way (Program Transfer Property T1; a portion of tax parcel  
16 numbers 766620-7001 and 766620-7006).

17 Section 2. The Quitclaim Deed from the State of Washington, acting by and through its  
18 Department of Transportation, dated December 2, 2022, and recorded under King County  
19 Recording Number 20230104000344, attached as Attachment B and incorporated into this  
20 ordinance, is accepted for street purposes, placed under the jurisdiction of the Seattle Department  
21 of Transportation, and laid off, opened, widened, extended, and established as right-of-way  
22 (Program Transfer Property T2; a portion of tax parcel number 766620-7695).

1           Section 3. The Relinquishment for Continued Road/Street Purposes from the State of  
2 Washington, acting by and through its Department of Transportation, dated December 2, 2022,  
3 and recorded under King County Recording Number 20230104000233, attached as Attachment  
4 C and incorporated into this ordinance, is accepted for street purposes, placed under the  
5 jurisdiction of the Seattle Department of Transportation, and laid off, opened, widened,  
6 extended, and established as right-of-way (Program Transfer Property T2; a portion of tax parcel  
7 numbers 766620-7695 and 766780-0005).

8           Section 4. The Relinquishment for Continued Road/Street Purposes from the State of  
9 Washington, acting by and through its Department of Transportation, dated April 29, 2022, and  
10 recorded under King County Recording Number 20220519000511, attached as Attachment D  
11 and incorporated into this ordinance, is accepted for street purposes, placed under the jurisdiction  
12 of the Seattle Department of Transportation, and laid off, opened, widened, extended, and  
13 established as right-of-way (Program Transfer Property T3; a portion of tax parcel numbers  
14 766620-6950 and 766620-6955).

15           Section 5. The Relinquishment for Continued Road/Street Purposes from the State of  
16 Washington, acting by and through its Department of Transportation, dated April 29, 2022, and  
17 recorded under King County Recording Number 20220519000512, attached as Attachment E  
18 and incorporated into this ordinance, is accepted for street purposes, placed under the jurisdiction  
19 of the Seattle Department of Transportation, and laid off, opened, widened, extended, and  
20 established as right-of-way (Program Transfer Property T4; a portion of tax parcel number  
21 766620-6945).

22           Section 6. The Relinquishment of Easement for Continued Road/Street Purposes from the  
23 State of Washington, acting by and through its Department of Transportation, dated June 7,



1 2021, and recorded under King County Recording Number 20210629002088, attached as  
2 Attachment F and incorporated into this ordinance, is accepted for street purposes, placed under  
3 the jurisdiction of the Seattle Department of Transportation, and laid off, opened, widened,  
4 extended, and established as right-of-way (Program Transfer Property T5; a portion of tax parcel  
5 number 198820-1285).

6 Section 7. The Relinquishment for Continued Road/Street Purposes from the State of  
7 Washington, acting by and through its Department of Transportation, dated June 10, 2021, and  
8 recorded under King County Recording Number 20210712001720, attached as Attachment G  
9 and incorporated into this ordinance, is accepted for street purposes, placed under the jurisdiction  
10 of the Seattle Department of Transportation, and laid off, opened, widened, extended, and  
11 established as right-of-way (Program Transfer Property T5; a portion of tax parcel number  
12 198820-1285).

13 Section 8. The Relinquishment for Continued Road/Street Purposes from the State of  
14 Washington, acting by and through its Department of Transportation, dated July 31, 2021, and  
15 recorded under King County Recording Number 20210810001011, attached as Attachment H  
16 and incorporated into this ordinance, is accepted for street purposes, placed under the jurisdiction  
17 of the Seattle Department of Transportation, and laid off, opened, widened, extended, and  
18 established as right-of-way (Program Transfer Property T6; a portion of tax parcel number  
19 198820-1245).

20 Section 9. The Quitclaim Deed from the State of Washington, acting by and through its  
21 Department of Transportation, dated December 2, 2022, and recorded under King County  
22 Recording Number 20230104000344, attached as Attachment I and incorporated into this  
23 ordinance, is accepted for street purposes, placed under the jurisdiction of the Seattle Department

1 of Transportation, and laid off, opened, widened, extended, and established as right-of-way  
2 (Program Transfer Property T7; a portion of tax parcel number 766620-7695).

3 Section 10. The Relinquishment for Continued Road/Street Purposes from the State of  
4 Washington, acting by and through its Department of Transportation, dated November 5, 2021,  
5 and recorded under King County Recording Number 20211117000777, attached as Attachment J  
6 and incorporated into this ordinance, is accepted for street purposes, placed under the jurisdiction  
7 of the Seattle Department of Transportation, and laid off, opened, widened, extended, and  
8 established as right-of-way (Program Transfer Property T8; a portion of tax parcel number  
9 199120-0815).

10 Section 11. The Correction Relinquishment for Continued Road/Street Purposes from the  
11 State of Washington, acting by and through its Department of Transportation, dated December 2,  
12 2022, and recorded under King County Recording Number 20230104000411, attached as  
13 Attachment K and incorporated into this ordinance, is accepted for street purposes, placed under  
14 the jurisdiction of the Seattle Department of Transportation, and laid off, opened, widened,  
15 extended, and established as right-of-way (Program Transfer Property T8; a portion of tax parcel  
16 number 199120-0815).

17 Section 12. The Relinquishment for Continued Road/Street Purposes from the State of  
18 Washington, acting by and through its Department of Transportation, dated November 5, 2021,  
19 and recorded under King County Recording Number 20211117000778, attached as Attachment  
20 L and incorporated into this ordinance, is accepted for street purposes, placed under the  
21 jurisdiction of the Seattle Department of Transportation, and laid off, opened, widened,  
22 extended, and established as right-of-way (Program Transfer Property T9; a portion of tax parcel  
23 number 198820-1090).

1           Section 13. The Relinquishment of Easement for Continued Road/Street Purposes from  
2 the State of Washington, acting by and through its Department of Transportation, dated  
3 December 2, 2022, and recorded under King County Recording Number 20230104000546,  
4 attached as Attachment M and incorporated into this ordinance, is accepted for street purposes,  
5 placed under the jurisdiction of the Seattle Department of Transportation, and laid off, opened,  
6 widened, extended, and established as right-of-way (Program Transfer Property T10; a portion of  
7 tax parcel numbers 766620-6966 and 766620-7025).

8           Section 14. The Relinquishment for Continued Road/Street Purposes from the State of  
9 Washington, acting by and through its Department of Transportation, dated July 14, 2022, and  
10 recorded under King County Recording Number 20220815000468, attached as Attachment N  
11 and incorporated into this ordinance, is accepted for street purposes, placed under the jurisdiction  
12 of the Seattle Department of Transportation, and laid off, opened, widened, extended, and  
13 established as right-of-way (Program Transfer Property T11; city street adjacent to tax parcel  
14 number 766620-6966).

15           Section 15. The Relinquishment for Continued Road/Street Purposes from the State of  
16 Washington, acting by and through its Department of Transportation, dated September 16, 2022,  
17 and recorded under King County Recording Number 20220930000641, attached as  
18 Attachment O and incorporated into this ordinance, is accepted for street purposes, placed under  
19 the jurisdiction of the Seattle Department of Transportation, and laid off, opened, widened,  
20 extended, and established as right-of-way (Program Transfer Property T12; City street adjacent  
21 to tax parcel numbers 766620-6950 and 766620-6955).

22           Section 16. The Relinquishment for Continued Road/Street Purposes from the State of  
23 Washington, acting by and through its Department of Transportation, dated September 16, 2022,


1 and recorded under King County Recording Number 20221003000802, attached as Attachment P  
2 and incorporated into this ordinance, is accepted for street purposes, placed under the jurisdiction  
3 of the Seattle Department of Transportation, and laid off, opened, widened, extended, and  
4 established as right-of-way (Program Transfer Property T13; city street adjacent to tax parcel  
5 numbers 766620-7695 and 766780-0005).

6 Section 17. The Correction Relinquishment for Continued Road/Street Purposes from the  
7 State of Washington, acting by and through its Department of Transportation, dated September  
8 16, 2022, and recorded under King County Recording Number 20230502000688, attached as  
9 Attachment Q and incorporated into this ordinance, is accepted for street purposes, placed under  
10 the jurisdiction of the Seattle Department of Transportation, and laid off, opened, widened,  
11 extended, and established as right-of-way (Program Transfer Property T13; city street adjacent to  
12 tax parcel numbers 766620-7695 and 766780-0005).


13 Section 18. The Relinquishment for Continued Road/Street Purposes from the State of  
14 Washington, acting by and through its Department of Transportation, dated September 16, 2022,  
15 and recorded under King County Recording Number 20221004000648, attached as  
16 Attachment R and incorporated into this ordinance, is accepted for street purposes, placed under  
17 the jurisdiction of the Seattle Department of Transportation, and laid off, opened, widened,  
18 extended, and established as right-of-way (Program Transfer Property T14; City street adjacent  
19 to tax parcel number 198820-1155).

1 Section 19. 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 12th day of December, 2023,  
5 and signed by me in open session in authentication of its passage this 12th day of  
6 December, 2023.

7   
8 \_\_\_\_\_  
President \_\_\_\_\_ of the City Council

9  Approved /  returned unsigned /  vetoed this 28th day of December, 2023.

10   
11 \_\_\_\_\_  
Bruce A. Harrell, Mayor

12 Filed by me this 28th day of December, 2023.

13   
14 \_\_\_\_\_  
Scheereen Dedman, City Clerk

15 (Seal)

- 1 Attachments:
- 2 Attachment A – Relinquishment for Continued Road/Street Purposes for Program Transfer
- 3 Property No. T1
- 4 Attachment B – Quitclaim Deed for Program Transfer Property No. T2
- 5 Attachment C – Relinquishment for Continued Road/Street Purposes for Program Transfer
- 6 Property No. T2
- 7 Attachment D – Relinquishment for Continued Road/Street Purposes for Program Transfer
- 8 Property No. T3
- 9 Attachment E – Relinquishment for Continued Road/Street Purposes for Program Transfer
- 10 Property No. T4
- 11 Attachment F – Relinquishment of Easement for Continued Road/Street Purposes for Program
- 12 Transfer Property No. T5
- 13 Attachment G – Relinquishment for Continued Road/Street Purposes for Program Transfer
- 14 Property No. T5
- 15 Attachment H – Relinquishment for Continued Road/Street Purposes for Program Transfer
- 16 Property No. T6
- 17 Attachment I – Quitclaim Deed for Program Transfer Property No. T7
- 18 Attachment J – Relinquishment for Continued Road/Street Purposes for Program Transfer
- 19 Property No. T8
- 20 Attachment K – Correction Relinquishment for Continued Road/Street Purposes for
- 21 Program Transfer Property No. T8
- 22 Attachment L – Relinquishment for Continued Road/Street Purposes for Program Transfer
- 23 Property No. T9
- 24 Attachment M – Relinquishment of Easement for Continued Road/Street Purposes for
- 25 Program Transfer Property No. T10
- 26 Attachment N – Relinquishment for Continued Road/Street Purposes for Program Transfer
- 27 Property No. T11
- 28 Attachment O – Relinquishment for Continued Road/Street Purposes for Program Transfer
- 29 Property No. T12
- 30 Attachment P – Relinquishment for Continued Road/Street Purposes for Program Transfer
- 31 Property No. T13
- 32 Attachment Q – Correction Relinquishment for Continued Road/Street Purposes for
- 33 Program Transfer Property No. T13
- 34 Attachment R – Relinquishment for Continued Road/Street Purposes for Program Transfer
- 35 Property No. T14

AFTER RECORDING RETURN TO:

City of Seattle  
Department of Transportation  
700 5<sup>th</sup> Avenue – Suite 3800  
P.O. Box 34996  
Seattle, WA 98124-4996  
Attn: Barret Aldrich

Document Title: Relinquishment  
Reference Number of Related Documents: 20031217000907, 20031022001117 and  
20131022001118  
Grantor: State of Washington, Department of Transportation  
Grantee: City of Seattle  
Legal Description: Ptn. SE 1/4, Sec. 6, T.24N., R.4E., W.M.  
Additional Legal Description is on Page 1-3 of document  
Assessor's Tax Parcel Number: 7666207001 and 7666207006

RELINQUISHMENT FOR CONTINUED ROAD/STREET PURPOSES

SR 99, S. ATLANTIC ST. TO S. KING ST.

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of CONTINUED ROAD/STREET PURPOSES and pursuant to GCA-6486 dated January 28, 2011 and GCB-2017 dated September 1, 2017 by and between the Grantor and the CITY OF SEATTLE, a municipal corporation, Grantee, hereby relinquishes and conveys unto the Grantee, all right, title, and interest in and to the following described real property situated in King County, State of Washington:

A tract of land situate in the southeast quarter of Section 6, Township 24 North, Range 4 East, Willamette Meridian, in King County, Washington, described as follows:

BEGINNING at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 171+91.03 on the SR 99 line survey of SR 99, S. ATLANTIC ST. TO S. KING ST., and 357.99 feet southeasterly therefrom, said point being the southeast corner of that property conveyed to the State of Washington by quitclaim deed recorded December 17, 2003, under recording number 20031217000907, records of King County, Washington; Thence Westerly along the north line of Atlantic Street to a point opposite HES 171+46.34 on said line survey and 214 feet southeasterly therefrom, said point being the southeast

RES 411  
5/2018

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IC # 7-17-16653 and 1-17-14581  
Area T1

corner of that property conveyed to the City of Seattle by quitclaim deed recorded June 12, 2003, under recording number 20030612003261, records of said county;  
Thence northwesterly along the east boundary of said property conveyed to the City of Seattle to the most northerly corner thereof, said corner being at a point opposite HES 171+87.60 on said line survey and 161.41 feet southeasterly therefrom;  
Thence Northerly to a point opposite HES 172+40.47 on said line survey and 145 feet southeasterly therefrom;  
Thence Northeasterly parallel with said line survey to a point opposite HES 174+51.85 thereon;  
Thence Northeasterly to a point opposite HES 178+46.29 on said line survey and 172.58 feet southeasterly therefrom;  
Thence Southeasterly to a point opposite HES 178+45.90 on said line survey and 207.41 feet southeasterly therefrom;  
Thence Northeasterly to a point opposite HES 178+72.39 on said line survey and 206.93 feet southeasterly therefrom;  
Thence southeasterly to a point opposite HES 178+72.20 on said line survey and 256.01 feet southeasterly therefrom;  
Thence Southwesterly to a point opposite HES 178+50.65 on said line survey and 255.93 feet southeasterly therefrom, said point being on the north boundary of that property conveyed to the State of Washington by quitclaim deed recorded December 17, 2003, under recording number 20031217000907, records of said county;  
Thence Easterly along said north boundary to a point opposite HES 178+56.96 on said line survey and 276.22 feet southeasterly therefrom, said point being the northeast corner of that property conveyed to the State of Washington by warranty deed recorded October 22, 2013, under recording number 20131022001117, records of said county;  
Thence Southwesterly along the easterly boundary of said conveyed property to a point opposite HES 177+90.20 on said line survey and 277.43 feet southeasterly therefrom;  
Thence Southwesterly continuing along said easterly boundary to a point opposite HES 177+06.52 on said line survey and 267.80 feet southeasterly therefrom;  
Thence Southwesterly continuing along said easterly boundary to a point opposite HES 176+93.42 on said line survey and 267.17 feet southeasterly therefrom;  
Thence Southwesterly continuing along said easterly boundary to a point opposite HES 175+60.26 on said line survey and 269.57 feet southeasterly therefrom;  
Thence Northwesterly continuing along said easterly boundary to a point opposite HES 175+60.24 on said line survey and 268.57 feet southeasterly therefrom;  
Thence Southwesterly continuing along said easterly boundary to a point opposite HES 175+10.94 on said line survey and 269.45 feet southeasterly therefrom, said point being the most southerly corner of said property conveyed to the State of Washington by warranty deed recorded October 22, 2013, under recording number 20131022001117, records of said county;  
Thence Southerly along the easterly boundary of that property conveyed to the State of Washington by quitclaim deed recorded December 17, 2003, under recording number 20031217000907, records of said county, along a curve to the left having a radius of 515.20 feet, an arc distance of 31.98 feet to a point opposite HES 174.79.70 on said line survey and 276.26 feet southeasterly therefrom; said point being on the south line of Lot 17, Block



331, Seattle Tide Lands, in said county, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington;

Thence Westerly along said south line of Lot 17 to a point opposite HES 174+78.18 on said line survey and 271.41 feet southeasterly therefrom, said point being the northwesterly corner of a parcel of land conveyed by the Union Pacific Land Resources Corporation to American Warehouse Company by Warranty Deed dated August 10, 1977, and recorded under Recording Number (19)7710190028, records of King County, Washington;

Thence Southerly along the westerly boundary of said conveyed parcel, along a non-tangent curve to the left, having a radius of 706.78 feet, an arc distance of 39.32 feet, to a point opposite HES 174+40.33 on said line survey and 282.01 feet southeasterly therefrom; Thence Westerly, continuing along said westerly boundary, a distance of 1.30 feet to a point opposite HES 174+39.94 on said line survey and 280.77 feet southeasterly therefrom; Thence Southerly, continuing along said westerly boundary, a distance of 30.70 feet to the southwest corner of said conveyed parcel;

Thence Southerly, along the westerly boundary line of a parcel of land as conveyed by Union Pacific Railroad Company to Evelyn M. Bernard and Arthur F. Bernard, and Donald J. Fortune and Edith M. Fortune, by Contract Agreement Number 89205, dated April 9, 1937, a distance of 230.0 feet to the point of BEGINNING.

TOGETHER WITH all right title and interest in that Easement conveyed to the State of Washington by easement recorded October 22, 2013, under recording number 20131022001118, records of King County, Washington.

The specific details concerning all of which may be found on sheets 2 and 3 of 5 sheets of that certain plan entitled SR 99, S. ATLANTIC ST. TO S. KING ST., bearing date of approval November 9, 2011, sheets 2 revised January 26, 2018, and sheet 3 revised January 17, 2020, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington.

Subject to all existing encumbrances, including easements, restrictions and reservations, if any.

The Grantee herein, its successors or assigns, shall have no right of ingress or egress to, from and between SR 99, and the lands herein described, nor shall the 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.

The Grantor hereby releases and indemnifies, protects and holds harmless the Grantee and its officers, officials, employees, and agents working within the scope of their employment from all liability and claims (including but not limited to liability and claims for response and remediation costs, administrative costs, fines, charges, penalties, attorney fees and cost recovery or similar actions brought by a governmental or private party including third party tort liability)

arising, directly or indirectly, from any presence or release of any Hazardous Substance remaining within or transported from the real property in which an interest is transferred.

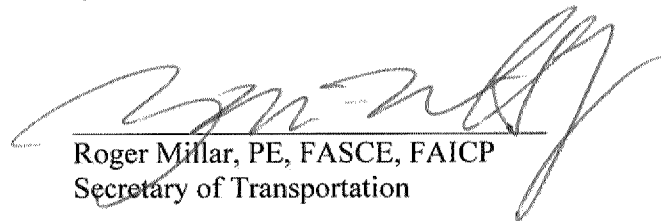
The Grantee herein, on behalf of itself and its successors or assigns, covenants and agrees that the above referenced property is transferred for road/street purposes only, and no other use shall be allowed. Should said property cease to be used for road/street purposes said ownership shall automatically revert to Grantor, and Grantee, its successors, or assigns agrees to convey by deed the property to Grantor immediately upon Grantor's written notice to Grantee, its successors, or assigns. Further, Grantee, its successors or assigns shall release in the deed all Grantees', successors' or assigns' interest in said property.

The Grantee, on behalf of itself and its successors or assigns, as part consideration herein, does 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 for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.080.

Dated at Olympia, Washington, this 31 day of January, 2022

STATE OF WASHINGTON,  
DEPARTMENT OF TRANSPORTATION -  
GRANTOR

  
\_\_\_\_\_  
Roger Millar, PE, FASCE, FAICP  
Secretary of Transportation

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Assistant Attorney General

Unofficial Copy

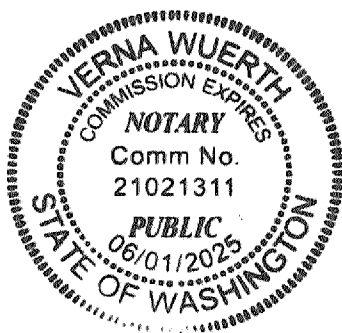
STATE OF WASHINGTON )

) : ss

COUNTY OF THURSTON )

On this 31<sup>st</sup> day of January, 2022, 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.



Verna Wuertth  
Notary (print name) Verna Wuertth  
Notary Public in and for the State of Washington,  
residing at Olympia  
My Appointment Expires 6/1/25

Dated at Seattle, Washington, this 4<sup>th</sup> day of January, 20 22.

SEATTLE DEPARTMENT OF  
TRANSPORTATION – GRANTEE:

Kristen Simpson  
Kristen Simpson (Jan 4, 2022 15:01 PST)  
SAM ZIMBABWE  
Director of Transportation

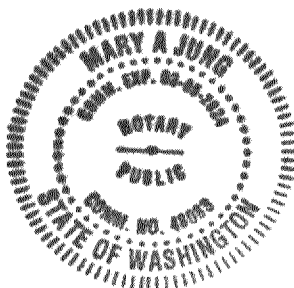
STATE OF WASHINGTON )

) : ss

COUNTY OF KING )

On this 4<sup>th</sup> day of January, 20 22, before me personally appeared KRISTEN SIMPSON ~~Zimbabwe~~ known to me as the Director of Transportation for the Seattle Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the City of Seattle, 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.



Mary A. Jung  
Notary (print name) MARY A. Jung  
Notary Public in and for the State of Washington,  
residing at Seattle, WA  
My Appointment Expires March 5, 2024

AFTER RECORDING RETURN TO:

City of Seattle  
Department of Transportation  
700 5<sup>th</sup> Avenue – Suite 3800  
P.O. Box 34996  
Seattle, WA 98124-4996  
Attn: Barret Aldrich

Document Title: Quitclaim Deed  
Reference Number of Related Document: 20220208000547  
Grantor: State of Washington, Department of Transportation  
Grantee: City of Seattle  
Legal Description: Ptns NE ¼ of Sec 7 & SE ¼ of Sec 6, all in Twp 24 N, Rge 4 E. W.M.  
Additional Legal Description is on Pages 1-2 of document  
Assessor's Tax Parcel Number: 766620769501

QUITCLAIM DEED

SR 99, ATLANTIC ST. VIC. TO S. DEARBORN ST.

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of CONTINUED ROAD/STREET PURPOSES and pursuant to GCA 6486 dated January 28, 2011 and GCB 2017 dated September 1, 2017 by and between the Grantor and the CITY OF SEATTLE, a municipal corporation, Grantee, hereby conveys and quitclaims unto the Grantee, all right, title, and interest in and to the following described real property for CONTINUED ROAD/STREET PURPOSES situated in King County, State of Washington:

All right, title and interest in that Highway Easement Deed conveyed to the State of Washington, Department of Transportation, situate in the northeast quarter of Section 7 and the southeast quarter of Section 6, both in Township 24 North, Range 4 East, W.M., described as follows:

That Easement as acquired by Highway Easement Deed recorded February 8, 2022, under Instrument Number 20220208000547, records of King County, Washington.

The lands herein described contain an area of 1,540 square feet, more or less, the specific details concerning all of which are to be found on sheet 2 of that certain



plan entitled SR 99, S. Atlantic St. Vic. to S. Dearborn St., now of record and on file in the office of the Secretary of Transportation at Olympia, WA and bearing the date of approval of August 21, 2008, revised July 14, 2022.

Subject to those terms and conditions set forth in that certain Highway Easement Deed dated November 12, 2021 by and between the Federal Highway Administration and the State of Washington, Department of Transportation, recorded February 8, 2022 under King County Instrument No. 202202080000547.

Subject to all existing encumbrances, including easements, restrictions, and reservations, if any.

The Grantee herein, its successors or assigns, shall have no right of ingress and egress to, from and between SR 99 and the lands herein described, nor shall the Grantee herein, its successors or assigns be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance, or operation of said highway.

The Grantor hereby releases and indemnifies, protects and holds harmless the Grantee and its officers, officials, employees, and agents working within the scope of their employment from all liability and claims (including but not limited to liability and claims for response and remediation costs, administrative costs, fines, charges, penalties, attorney fees and cost recovery or similar actions brought by a governmental or private party including third party tort liability) arising, directly or indirectly, from any presence or release of any Hazardous Substance remaining within or transported from the real property in which an interest is transferred.

The Grantee herein, on behalf of itself and its successors or assigns, covenants and agrees that the above referenced property is transferred for road/street purposes only, and no other use shall be allowed. Should said property cease to be used for road/street purposes said easement right shall automatically revert to Grantor, and Grantee, its successors, or assigns agree to convey by Quitclaim deed the easement right to Grantor immediately upon Grantor's written notice to Grantee, its successors, or assigns. Further, Grantee, its successors or assigns shall release in the deed all Grantees', successors' or assigns' interest in said property.

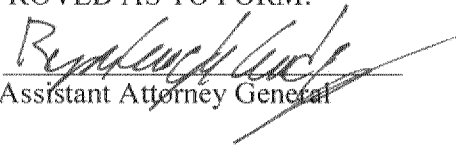
The Grantee, on behalf of itself and its successors or assigns, as part consideration herein, does hereby agree to comply with all civil rights and anti-discrimination requirements of chapter 49.60 RCW as to the lands herein conveyed.

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

Dated at Olympia, Washington, this 2 day of December, 2022.

STATE OF WASHINGTON,  
DEPARTMENT OF TRANSPORTATION -  
GRANTOR

  
Roger Millar, PE, FASCE, FAICP  
Secretary of Transportation

APPROVED AS TO FORM:  
By:   
Assistant Attorney General

Unofficial Copy



STATE OF WASHINGTON )

) : ss

COUNTY OF THURSTON )

On this 2nd day of December, 2022, 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.



Robin M Curl  
Notary (print name) Robin M Curl  
Notary Public in and for the State of Washington,  
residing at Olympia  
My Appointment Expires 6/24/2026

Unofficial Copy

Dated at Seattle, Washington, this 24 day of October, 2022

SEATTLE DEPARTMENT OF  
TRANSPORTATION – GRANTEE:

ms  
Greg Spotts (Oct 24, 2022 21:09 PDT)

GREG SPOTTS  
Director of Transportation

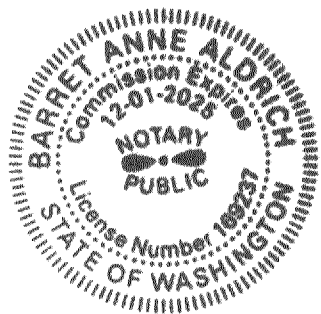
STATE OF WASHINGTON )

) : ss

COUNTY OF KING )

On this 24 day of October, 2022, before me personally appeared GREG SPOTTS known to me as the Director of Transportation for the Seattle Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the City of Seattle, 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.



Barret Aldrich  
Notary (print name) Barret Aldrich  
Notary Public in and for the State of Washington,  
residing at Vashon, WA  
My Appointment Expires 12-01-25

Record Date:1/4/2023 12:50 PM

Electronically Recorded King County, WA

AFTER RECORDING RETURN TO:

City of Seattle  
Department of Transportation  
700 5<sup>th</sup> Avenue – Suite 3800  
P.O. Box 34996  
Seattle, WA 98124-4996  
Attn: Barret Aldrich

Document Title: Relinquishment for Continued Road/Street Purposes  
Reference Number of Related Document: 20110225002548; 20120417000811; 20150629001899  
Grantor: State of Washington, Department of Transportation  
Grantee: City of Seattle  
Legal Description Ptns. of Lots 1-18, Blk 367, Lots 1-19, Blk 368, Lots 1-9, Blk 369, Seattle Tide Lands, unrecorded plat TGW Black's Replat of Ptns. of Lots 18 & 19, Block 368, Seattle Tide Lands, Vol. 11 of Plats, page 10, TGW vacated streets adjoining  
Additional Legal Description is on Page 2 of document  
Assessor's Tax Parcel Number: adjacent to 7666207695; 7667800005

RELINQUISHMENT FOR CONTINUED ROAD/STREET PURPOSES

S. ATLANTIC ST. TO S. KING ST.

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of CONTINUED ROAD/STREET PURPOSES and pursuant to GCA-6486 dated January 28, 2011 and GCB-2017 dated September 1, 2017 by and between the Grantor and the CITY OF SEATTLE, a municipal corporation, Grantee, hereby relinquishes and conveys unto the Grantee, all right, title, and interest in and to the following described real property for continued road/street purposes situated in King County, State of Washington:

Those tracts of land conveyed to the State of Washington, Department of Transportation by Quitclaim Deed recorded February 25, 2011, under recording number 20110225002548, and Warranty Deed recorded April 17, 2012, under recording number 20120417000811, and Quitclaim Deed recorded June 29, 2015, under recording number 20150629001899, all being records of King County, Washington;

EXCEPT those portions conveyed to the Port of Seattle by Quitclaim Deed recorded June 30, 2015, under recording number 20150630001266, records of said county;

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5/2018

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IC # 7-17-16836 (T2)

AND EXCEPT those portions (if any) lying easterly of the following described line:

BEGINNING at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 166+50 on the SR 99 line survey of SR 99, S. ATLANTIC ST. TO S. KING ST., and 55 feet northwesterly therefrom; thence Northeasterly parallel with said line survey to a point opposite HES 180+70.87 thereon; thence Northerly along a curve to the left having a radius of 1430 feet, an arc distance of 430.87 feet, to a point opposite HES 185+21.73 on said line survey and 55 feet westerly therefrom; thence Northerly parallel with said line survey to a point opposite HES 199+38.58 thereon, said point being 49.98 feet westerly from, when measured radially or perpendicular to, HES 600+00 on the SR 99 line survey of S. KING ST. TO THOMAS ST.; thence Northerly to a point opposite HES 600+44.42 on said line survey and 50 feet westerly therefrom; thence Northerly parallel with said line survey to a point opposite HES 605+46.33 thereon and the terminus of this line description.

The specific details concerning all of which are to be found on sheets 2, 3 and 4 of 5 sheets of that certain plan entitled SR 99, S. ATLANTIC ST. TO S. KING ST., bearing date of approval November 9, 2011, and sheet 2 of 9 sheets of that certain plan entitled SR 99, S. KING ST. TO THOMAS ST., bearing date of approval November 9, 2011, and sheets 2, 3, 4, and 5 of 5 sheets of that certain plan entitled SR 99, S. ATLANTIC ST. VIC. TO S. DEARBORN ST., bearing date of approval August 21, 2008, and sheets 2, 3, 4 and 5 of 24 sheets of that certain plan entitled SR 99, S. DEARBORN ST. TO PINE ST., bearing date of approval February 17, 2006, ALL being revised July 14, 2022, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington.

Subject to all existing encumbrances, including easement, restrictions, and reservations, if any.

The Grantee herein, its successors or assigns, shall have no right of ingress and egress to, from, and between SR 99 and the lands herein described, nor shall the Grantee herein, its successors or assigns be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance or operation of said highway.

The Grantor hereby releases and indemnifies, protects and holds harmless the Grantee and its officers, officials, employees, and agents working within the scope of their employment from all liability and claims (including but not limited to liability and claims for response and remediation costs, administrative costs, fines, charges, penalties, attorney fees and cost recovery

or similar actions brought by a governmental or private party including third party tort liability) arising, directly or indirectly, from any presence or release of any Hazardous Substance remaining within or transported from the real property in which an interest is transferred.

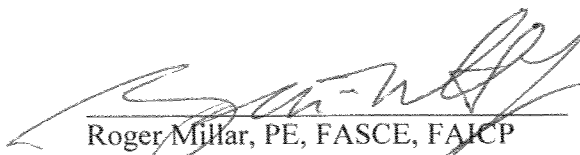
The Grantee herein, on behalf of itself and its successors or assigns, covenants and agrees that the above referenced property is transferred for continued road/street purposes only, and no other use shall be allowed. Should said property cease to be used for continued road/street purposes said ownership shall automatically revert to Grantor, and Grantee, its successors, or assigns agree to convey by deed the property to Grantor immediately upon Grantor's written notice to Grantee, its successors, or assigns. Further, Grantee, its successors or assigns shall release in the deed all Grantees', its successors' or assigns' interest in said property.

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

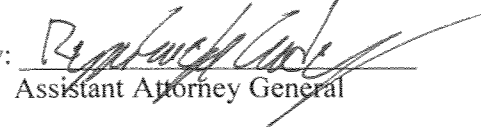
The lands herein described are not required for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.080.

Dated at Olympia, Washington, this 2 day of December, 2022

STATE OF WASHINGTON,  
DEPARTMENT OF TRANSPORTATION -  
GRANTOR

  
\_\_\_\_\_  
Roger Millar, PE, FASCE, FAICP  
Secretary of Transportation

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Assistant Attorney General



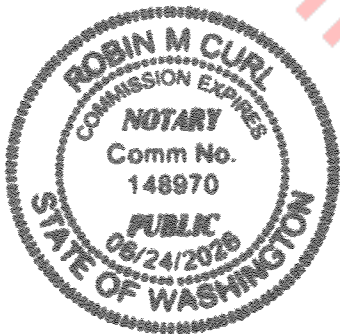
STATE OF WASHINGTON )

) : ss

COUNTY OF THURSTON )

On this 2nd day of December, 2022, 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.



*Robin M. Curl*

Notary (print name) Robin M. Curl

Notary Public in and for the State of Washington,

residing at Olympia

My Appointment Expires 6/24/2026

Unofficial Copy

Dated at Seattle, Washington, this 24 day of October, 2022

SEATTLE DEPARTMENT OF  
TRANSPORTATION – GRANTEE:

[Signature]  
Greg Spotts (Oct 24, 2022 21:09 PDT)  
GREG SPOTTS  
Director of Transportation

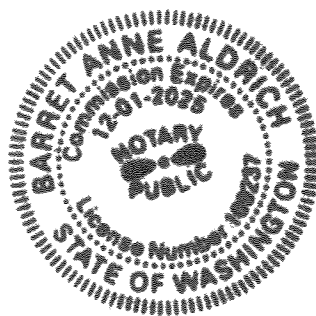
STATE OF WASHINGTON )

) : ss

COUNTY OF KING )

On this 24 day of October, 2022, before me personally appeared Greg Spotts known to me as the Director of Transportation for the Seattle Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the City of Seattle, 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.



[Signature]  
Notary (print name) Barret Aldrich  
Notary Public in and for the State of Washington,  
residing at Vashon, WA  
My Appointment Expires 12-01-25

AFTER RECORDING RETURN TO:

City of Seattle  
Department of Transportation  
700 5<sup>th</sup> Avenue – Suite 3800  
P.O. Box 34996  
Seattle, WA 98124-4996  
Attn: Barret Aldrich

Document Title: Relinquishment  
Reference Number of Related Document: 20070629000529; 20070629000564;  
20091123001944; 20091123001942  
Grantor: State of Washington, Department of Transportation  
Grantee: City of Seattle  
Legal Description: Ptn. Blk's 328 & 329, Seattle Tide Lands, TGW Vac. Streets & Alleys, Sec.  
6, T.24N., R.4E., W.M.  
Additional Legal Description is on Page 1-4 of document  
Assessor's Tax Parcel Number: 766620-6950; 766620-6955

RELINQUISHMENT FOR CONTINUED ROAD/STREET PURPOSES

SR 99, S. ATLANTIC ST. TO S. KING ST.

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of CONTINUED ROAD/STREET PURPOSES and pursuant to GCA-6486 dated January 28, 2011 and GCB-2017 dated September 1, 2017 by and between the Grantor and the CITY OF SEATTLE, a municipal corporation, Grantee, hereby relinquishes and conveys unto the Grantee, all right, title, and interest in and to the following described real property, for CONTINUED ROAD/STREET PURPOSES situated in King County, State of Washington:

All that portion of the hereinafter described PARCEL "A" and PARCEL "B" lying within the following described TRACT 1 and TRACT 2:

TRACT 1

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 179+99.09 on the SR 99 line survey of SR 99, S. ATLANTIC ST. TO S. KING ST., and 395.60 feet southeasterly therefrom; thence Westerly to a point opposite HES 179+68.70 on said line survey and 299.44 feet southeasterly

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IC #: 7-17-16721  
GCB 2017 – Area T3



therefrom; thence Northeasterly to a point opposite HES 180+05.94 on said line survey and 297.78 feet southeasterly therefrom; thence southeasterly to a point opposite HES 179+87.78 on said line survey and 341.32 feet southeasterly therefrom; thence easterly to the point of beginning.

TRACT 2

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 180+05.94 on the SR 99 line survey of SR 99, S. ATLANTIC ST. TO S. KING ST., and 297.78 feet southeasterly therefrom;

Thence Northwesterly to a point opposite HES 180+18.66 on said line survey and 267.26 feet southeasterly therefrom;

Thence Northeasterly along a curve to the left having a radius of 910 feet, an arc distance of 161.67 feet to a point opposite HES 181+79.13 on said line survey and 249.42 feet southeasterly therefrom;

Thence Northerly along a curve to the left having a radius of 652.62 feet, an arc distance of 118.18 feet to a point opposite HES 182+88.57 on said line survey and 205.22 feet southeasterly therefrom;

Thence Northerly to a point opposite HES 183+71.15 on said line survey and 168.65 feet easterly therefrom;

Thence Northerly to a point opposite HES 185+28.33 on said line survey and 188.23 feet easterly therefrom;

Thence Westerly to a point opposite HES 185+28.70 on said line survey and 185.29 feet easterly therefrom;

Thence Northerly along a curve to the left having a radius of 1,269.12 feet, an arc distance of 259.52 feet to a point opposite HES 187+87.77 on said line survey and 186.05 feet easterly therefrom;

Thence Northerly to a point opposite HES 189+29.70 on said line survey and 171.91 feet easterly therefrom;

Thence Northerly to a point opposite HES 189+54.05 on said line survey and 170.51 feet easterly therefrom;

Thence Northerly to a point opposite HES 190+46.49 on said line survey and 169.01 feet easterly therefrom;

Thence Northerly to a point opposite HES 190+71.92 on said line survey and 167.54 feet easterly therefrom;

Thence Northerly to a point opposite HES 192+61.83 on said line survey and 147.87 feet easterly therefrom;

Thence Easterly to a point opposite HES 192+65.87 on said line survey and 166.55 feet easterly therefrom;

Thence Northerly and Easterly along a curve to the right having a radius of 9.00 feet, an arc distance of 15.18 feet to a point opposite HES 192+76.73 on said line survey and 174.47 feet easterly therefrom;

Thence Easterly to a point opposite HES 192+80.50 on said line survey and 213.32 feet easterly therefrom;

Thence Easterly to a point opposite HES 192+80.53 on said line survey and 233.32 feet easterly therefrom;

Thence Southerly to a point opposite HES 189+32.89 on said line survey and 233.25 feet easterly therefrom;

Thence Southerly to a point opposite HES 182+76.07 on said line survey and 250.40 feet easterly therefrom;

Thence Southerly along a curve to the right having a radius of 1,057.04 feet, an arc distance of 275.04 feet to the point of beginning.

PARCEL A

Lot 7 and the south 45 feet of Lot 6, Block 328;

Lots 1 through 7, inclusive, and Lots 13 through 19, inclusive, Block 329;

All in Seattle Tide Lands, as shown on the Official Maps on file in the office of Commissioner of Public Lands, in Olympia, Washington;

TOGETHER WITH that portion of vacated Dearborn Street lying between said Blocks 328 and 329, as vacated under City of Seattle Ordinance Number 9122;

TOGETHER WITH that portion of vacated Charles Street lying within said Blocks 329, as vacated under City of Seattle Ordinance Number 18078;

EXCEPT that portion of Lot 7 of said Block 329, lying within the Plat of H.H. Dearborn's Replat of Part of Block 329 Seattle Tide Lands, according to the plat thereof recorded in Volume 9 of Plats, page 81, in King County, Washington;

AND EXCEPT the east 101.90 feet of Lots 14 through 19, inclusive, of said Block 329;

AND EXCEPT that portion of Lots 6 and 7, of said Block 328, and of Lots 1 through 5, inclusive, of said Block 329 and of said vacated Dearborn Street lying between said Blocks 328 and 329, described as follows:

Beginning at the intersection of the southwesterly margin of Railroad Way South and the south margin of Dearborn Street as acquired by the City of Seattle under Ordinance Number 9189;

thence west along said south margin 5 feet;

thence southeasterly 47.93 feet to a point on the south line of Lot 6 of said Block 328, said point being 15 feet west from the southeast corner of said Lot 6;

thence southerly 44.57 feet to a point being west 14.5 feet and north 40 feet from the southeast corner of Lot 7 of said Block 328;

thence south along a line parallel with the east line of Blocks 328 and 329 and vacated Dearborn Street, 233.60 feet to a curve to the left, having a radius of 566 feet;  
thence southerly and southeasterly along said curve an arc distance of 95.35 feet to a point on the south line of Lot 3 of said Block 329, said point being 6.49 feet west from the southeast corner thereof;  
thence continuing along said curve to the left an arc distance of 1.92 feet to a point on a reverse curve having a radius of 418.24 feet;  
thence southerly along said curve to the right an arc distance of 71.89 feet to a point of tangency, said point being on the east line of Lot 5 of said Block 329, 46.58 feet north of the southeast corner thereof;  
thence north along the east line of Blocks 328, 329 and vacated Dearborn Street, 431.68 feet to the southwesterly margin of Railroad Way South;  
thence northwesterly along said southwesterly margin 68.40 feet to the point of beginning;

TOGETHER WITH Lots 1 through 8, inclusive, vacated Plummer Street and vacated alley adjoining, all in the plat of H.H. Dearborn's Replat of Part of Block 329, according to the plat thereof recorded in Volume 9 of Plats, page 81, in King County, Washington.

PARCEL B

The east 101.90 feet of Lots 14, 15, 16, 17, 18, and 19, Block 329 of Map of Seattle Tide Lands, as shown on the official maps on file on the office of the Commissioner of Public Lands at Olympia, Washington, described as follows:

Beginning at the southeast corner of said Lot 19;  
Thence North  $89^{\circ}59'25''$  West, along the south line of said lot, a distance of 101.90 feet;  
Thence North  $00^{\circ}01'13''$  West, parallel with the east line of said Block 329, a distance of 368.50 feet to the north line of said Lot 14;  
Thence South  $89^{\circ}59'25''$  East, along said north line, a distance of 101.90 feet to the northeast corner of said Lot 14;  
Thence South  $00^{\circ}01'13''$  East, along the east line of said block 329, a distance of 368.50 feet to the point of beginning.

The specific details concerning all of which are to be found on sheets 3 and 4 of 5 sheets of that certain plan entitled SR 99, S. ATLANTIC ST. TO S. KING ST., bearing date of approval November 9, 2011, and revised October 15, 2021, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington.

The Grantee herein, its successors and/or assigns, shall have no right of ingress and egress to, from and between SR 99 and the lands herein described, nor shall the Grantee herein, its successors and/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;

EXCEPT that pedestrians and bicyclists shall have the right of reasonable access to the trail as designated on sheet 3 of 5 sheets of SR 99, S. ATLANTIC ST. TO S. KING ST., bearing date of approval November 9, 2011, and revised October 15, 2021.

Subject to all existing encumbrances, including easement, restrictions, and reservations, if any.

The Grantor hereby releases and indemnifies, protects and holds harmless the Grantee and its officers, officials, employees, and agents working within the scope of their employment from all liability and claims (including but not limited to liability and claims for response and remediation costs, administrative costs, fines, charges, penalties, attorney fees and cost recovery or similar actions brought by a governmental or private party including third party tort liability) arising, directly or indirectly, from any presence or release of any Hazardous Substance remaining within or transported from the real property in which an interest is transferred.

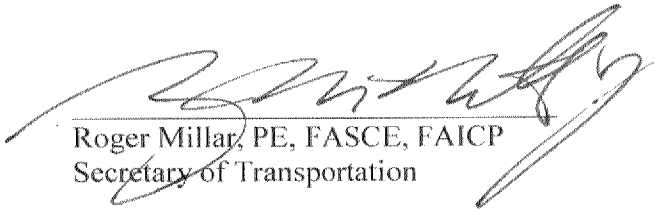
The Grantee herein, on behalf of itself and its successors or assigns, covenants and agrees that the above referenced property is transferred for road/street purposes only, and no other use shall be allowed. Should said property cease to be used for road/street purposes said ownership shall automatically revert to Grantor, and Grantee, its successors, or assigns agree to convey by deed the property to Grantor immediately upon Grantor's written notice to Grantee, its successors, or assigns. Further, Grantee, its successors or assigns shall release in the deed all Grantees', successors' or assigns' interest in said property.

The Grantee, on behalf of itself and its successors or assigns, as part consideration herein, does 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 for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.080.

Dated at Olympia, Washington, this 29 day of April, 2022.

STATE OF WASHINGTON,  
DEPARTMENT OF TRANSPORTATION -  
GRANTOR

  
Roger Millar, PE, FASCE, FAICP  
Secretary of Transportation

APPROVED AS TO FORM:

By:   
Assistant Attorney General

Unofficial Copy

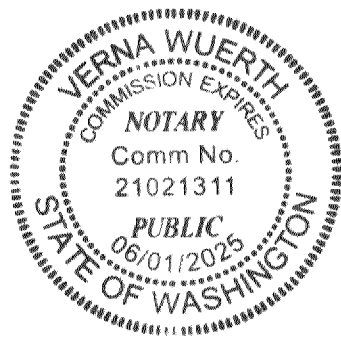
STATE OF WASHINGTON )

) : ss

COUNTY OF THURSTON )

On this 29<sup>th</sup> day of April, 20 22, 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.



Verna Wuertth  
Notary (print name) Verna Wuertth  
Notary Public in and for the State of Washington,  
residing at Olympia  
My Appointment Expires 6/1/25

Dated at Seattle, Washington, this 8<sup>th</sup> day of April, 2022.

SEATTLE DEPARTMENT OF  
TRANSPORTATION – GRANTEE:

  
\_\_\_\_\_  
KRISTEN SIMPSON  
Interim Director of Transportation

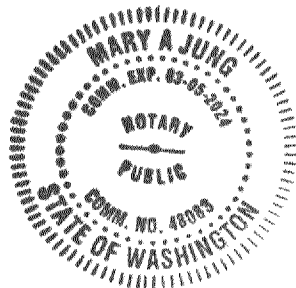
STATE OF WASHINGTON )

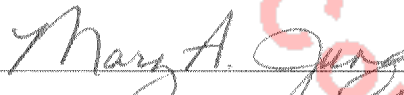
) : ss

COUNTY OF KING )

On this 8<sup>th</sup> day of April, 2022, before me personally appeared Kristen Simpson known to me as the Interim Director of Transportation for the Seattle Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the City of Seattle, 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) MARY A. JUNG  
Notary Public in and for the State of Washington,  
residing at Seattle, WA  
My Appointment Expires March 5, 2024



AFTER RECORDING RETURN TO:

City of Seattle  
Department of Transportation  
700 5<sup>th</sup> Avenue – Suite 3800  
P.O. Box 34996  
Seattle, WA 98124-4996  
Attn: Barret Aldrich

Document Title: Relinquishment  
Reference Number of Related Document: 20040909000639  
Grantor: State of Washington, Department of Transportation  
Grantee: City of Seattle  
Legal Description: Ptn. NE 1/4 SE 1/4, Sec. 6, T.24N., R.4E., W.M.  
Additional Legal Description is on Page 1-2 of document  
Assessor's Tax Parcel Number: 766620694501

RELINQUISHMENT FOR CONTINUED ROAD/STREET PURPOSES

SR 99, S. ATLANTIC ST. TO S. KING STREET

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of CONTINUED ROAD/STREET PURPOSES and pursuant to GCA-6486 dated January 28, 2011 and GCB-2017 dated September 1, 2017 by and between the Grantor and the CITY OF SEATTLE, a municipal corporation, Grantee, hereby relinquishes and conveys unto the Grantee, all right, title, and interest in and to the following described real property, for CONTINUED ROAD/STREET PURPOSES, situated in King County, State of Washington:

A tract of land situate in the northeast quarter of the southeast quarter of Section 6, Township 24 North, Range 4 East, Willamette Meridian, in King County, Washington, being a portion of that property conveyed by warranty deed recorded September 9, 2004, under recording number 20040909000639, records of said county, described as follows:

BEGINNING at a point opposite Highway Engineer's Station (hereinafter referred to as HES) A 42+12.74 on the A Line survey of SR 99, S. ATLANTIC ST. TO S. KING ST., and 50 feet northerly therefrom, said point being the southeast corner

RES 411  
5/2018

Page 1 of 5 Pages

IC # 7-17-16722  
GCB 2017 - Area T4



of that property conveyed by warranty deed recorded September 9, 2004, under recording number 20040909000639, records of King County, Washington;  
Thence Westerly parallel with said line survey along the southerly boundary of said conveyed property to a point opposite HES A. 42+25.06 thereon;  
Thence Northerly to a point opposite HES A. 42+25.08 on said line survey and 70.91 feet northerly therefrom, said point being on the easterly boundary of said conveyed property;  
Thence Southeasterly along said easterly boundary to the point of BEGINNING.

The specific details concerning all of which may be found on sheets 4 of 5 sheets of that certain plan entitled SR 99, S. ATLANTIC ST, TO S. KING ST., bearing date of approval November 9, 2011, revised February 18, 2022, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington.

Subject to all existing encumbrances, including easement, restrictions, and reservations, if any.

The Grantee herein, its successors or assigns, shall have no right of ingress and egress to, from and between SR 99 and the lands herein described, nor shall the Grantee herein, its successors or assigns be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance or operation of said highway.

The Grantor hereby releases and indemnifies, protects and holds harmless the Grantee and its officers, officials, employees, and agents working within the scope of their employment from all liability and claims (including but not limited to liability and claims for response and remediation costs, administrative costs, fines, charges, penalties, attorney fees and cost recovery or similar actions brought by a governmental or private party including third party tort liability) arising, directly or indirectly, from any presence or release of any Hazardous Substance remaining within or transported from the real property in which an interest is transferred.

The Grantee herein, on behalf of itself and its successors or assigns, covenants and agrees that the above referenced property is transferred for road/street purposes only, and no other use shall be allowed. Should said property cease to be used for road/street purposes said ownership

shall automatically revert to Grantor, and Grantee, its successors, or assigns agree to convey by deed the property to Grantor immediately upon Grantor's written notice to Grantee, its successors, or assigns. Further, Grantee, its successors or assigns shall release in the deed all Grantees', successors' or assigns' interest in said property.

The Grantee, on behalf of itself and its successors or assigns, as part consideration herein, does 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 for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.080.

Dated at Olympia, Washington, this 29 day of April, 2022.

STATE OF WASHINGTON,  
DEPARTMENT OF TRANSPORTATION -  
GRANTOR

  
\_\_\_\_\_  
Roger Millar, PE, FASCE, FAICP  
Secretary of Transportation

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Assistant Attorney General

STATE OF WASHINGTON )

) : ss

COUNTY OF THURSTON )

On this 29<sup>th</sup> day of April, 2022, 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.



Verna Wuertth  
Notary (print name) Verna Wuertth  
Notary Public in and for the State of Washington,  
residing at Olympia  
My Appointment Expires 4/1/25

Dated at Seattle, Washington, this 8<sup>th</sup> day of April, 2022.

SEATTLE DEPARTMENT OF  
TRANSPORTATION – GRANTEE:

  
\_\_\_\_\_  
KRISTEN SIMPSON  
Interim Director of Transportation

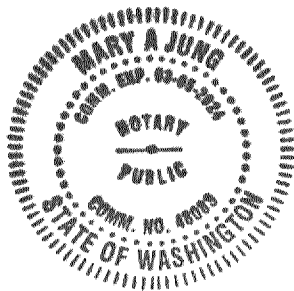
STATE OF WASHINGTON )


) : ss

COUNTY OF KING )

On this 8<sup>th</sup> day of April, 2022, before me personally appeared KRISTEN SIMPSON known to me as the Interim Director of Transportation for the Seattle Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the City of Seattle, 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) MARY A. JUNG  
Notary Public in and for the State of Washington,  
residing at Seattle, WA  
My Appointment Expires March 5, 2024

AFTER RECORDING RETURN TO:

City of Seattle  
Department of Transportation  
700 5<sup>th</sup> Avenue – Suite 3800  
P.O. Box 34996  
Seattle, WA 98124-4996  
Attn: Barret Aldrich

Document Title: Relinquishment and Easement  
Reference Number of Related Document: 20140303001081  
Grantor: State of Washington, Department of Transportation  
Grantee: City of Seattle  
Legal Description: Ptn. Lots 1-3 & 9-12, tgw vacated alleys abutting Lots 1-3 & 10-12, Blk. 75,  
D.T. Denny's Home Add. to the City of Seattle, Sec. 30, T. 25 N., R. 4 E., W.M.  
Additional Legal Description is on Page 1-2 of document  
Assessor's Tax Parcel Number: 198820-1285-04

RELINQUISHMENT OF EASEMENT  
FOR CONTINUED ROAD/STREET PURPOSES

SR 99, THOMAS ST. TO COMSTOCK ST.

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of CONTINUED ROAD/STREET PURPOSES and pursuant to GCA 6486 dated January 28, 2011 and GCB-2017 dated September 1, 2017, by and between the Grantor and the CITY OF SEATTLE, a municipal corporation, Grantee, hereby relinquishes and conveys unto the Grantee, all right, title, and interest in and to the following described real property for SIDEWALK situated in King County, State of Washington:

That property as acquired by Easement recorded March 3, 2014, under recording number 20140303001081, records of King County, Washington, described as follows:

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 697+38± on the SR 99 line survey of SR 99, Thomas St. to Comstock St. and 192.97 feet southeasterly therefrom, said point being on the west line of the

hereinafter described PARCEL "A"; thence northerly along said west line to a point opposite HES 697+44± on said line survey and 187.74 feet southeasterly therefrom; thence northeasterly along the arc of a curve to the right having a radius of 17 feet, for an arc distance of 10.06 feet, to a point opposite HES 697+54± on said line survey and 188.46 feet southeasterly therefrom, said point being on the north line of the hereinafter described PARCEL "A"; thence easterly along said north line to a point opposite HES 697+59± on said line survey and 194.52 feet southeasterly therefrom; thence westerly and southwesterly along the arc of a curve to the left having a radius of 15 feet, for an arc distance of 23.58 feet, to the point of beginning.

ALSO

All that portion of the hereinafter described PARCEL "A" lying northeasterly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 698+26± on the SR 99 line survey of SR 99, Thomas St. to Comstock St. and 358.12 feet southeasterly therefrom, said point being on the north line of the hereinafter described PARCEL "A"; thence southeasterly along the arc of a curve to the right having a radius of 8 feet, for an arc distance of 12.56 feet, to a point opposite HES 698+24± on said line survey and 369.07 feet southeasterly therefrom, said point being on the east line of the hereinafter described PARCEL "A", and the end of this line description.

PARCEL "A"

Lots 1, 2, 3, 9, 10, 11 and 12, Block 75, D.T. Denny's Home Addition to the City of Seattle, according to the plat thereof recorded in Volume 3 of Plats, page 115, records of King County, Washington;

EXCEPT the east 20 feet of said Lots 1, 2 and 3, condemned in King County Superior Court Cause No 193437 for widening of Dexter Avenue, as provided by Ordinance No 50890 of the City of Seattle;

AND EXCEPT the west 12 feet of said Lots 9, 10, 11 and 12, condemned in King County Superior Court Cause No. 193437 for widening of Dexter Avenue, as provided by Ordinance No. 50890 of the City of Seattle;

TOGETHER WITH all of the alley abutting said Lots 1, 2, 3, 10, 11 and 12, vacated by Ordinance No. 70785 of the City of Seattle;

EXCEPT that portion of said Lot 3 and of said vacated alley conveyed to the City of Seattle for alley purposes by deed recorded May 10, 1941, under Recording No. 3164095.



The lands herein described contain an area of 43 square feet more or less, the specific details concerning all of which may be found on sheets 2 and 3 of 5 sheets of that certain plan entitled SR 99, Thomas St. to Comstock St., now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval November 9, 2011, sheet 2 revised May 9, 2019, and sheet 3 revised May 8, 2015.

Subject to all existing encumbrances, including easements, restrictions and reservations, if any.

The Grantor hereby releases and indemnifies, protects and holds harmless the Grantee and its officers, officials, employees, and agents working within the scope of their employment from all liability and claims (including but not limited to liability and claims for response and remediation costs, administrative costs, fines, charges, penalties, attorney fees and cost recovery or similar actions brought by a governmental or private party including third party tort liability) arising, directly or indirectly, from any presence or release of any Hazardous Substance remaining within or transported from the real property in which an interest is transferred.

The Grantee herein, on behalf of itself and its successors or assigns, covenants and agrees that the above referenced property is transferred for road/street purposes only, and no other use shall be allowed. Should said property cease to be used for road/street purposes said ownership shall automatically revert to Grantor, and Grantee, its successors, or assigns agree to convey by deed the property to Grantor immediately upon Grantor's written notice to Grantee, its successors, or assigns. Further, Grantee, its successors or assigns shall release in the deed all Grantees', successors' or assigns' interest in said property.


The Grantee, on behalf of itself and its successors or assigns, as part consideration herein, does 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 for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.080.

Dated at Olympia, Washington, this 7 day of June, 2021.

STATE OF WASHINGTON,  
DEPARTMENT OF TRANSPORTATION –  
GRANTOR:

  
\_\_\_\_\_  
Roger Millar, PE, FASCE, FAICP  
Secretary of Transportation

APPROVED AS TO FORM:  
By:   
\_\_\_\_\_  
Assistant Attorney General

Unofficial Copy



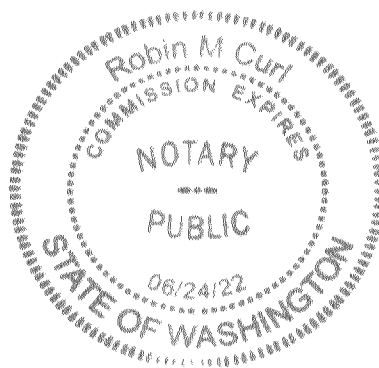
STATE OF WASHINGTON )

) : ss

COUNTY OF THURSTON )

On this 7th day of June, 2021, 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.



Robin M. Curl  
Notary (print name) Robin M. Curl  
Notary Public in and for the State of Washington,  
residing at Olympia  
My Appointment Expires 6/24/22

Dated at Seattle, Washington, this 19<sup>th</sup> day of May, 2021.

SEATTLE DEPARTMENT OF  
TRANSPORTATION – GRANTEE:

[Signature]  
SAM ZIMBABWE  
Director of Transportation

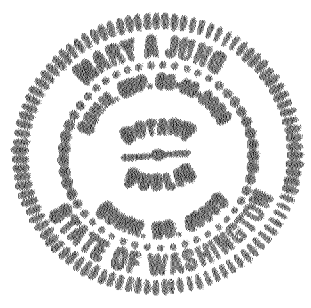
STATE OF WASHINGTON )

) : ss

COUNTY OF KING )

On this 19<sup>th</sup> day of May, 2021, before me personally appeared Sam Zimbabwe known to me as the Director of Transportation for the Seattle Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the City of Seattle, 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.



Mary A. Jung  
Notary (print name) MARY A. JUNG  
Notary Public in and for the State of Washington,  
residing at Seattle, WA  
My Appointment Expires March 5, 2024

AFTER RECORDING RETURN TO:

City of Seattle  
Department of Transportation  
700 5<sup>th</sup> Avenue – Suite 3800  
P.O. Box 34996  
Seattle, WA 98124-4996  
Attn: Barret Aldrich

Document Title: Relinquishment  
Reference Number of Related Document: 20140303001080  
Grantor: State of Washington, Department of Transportation  
Grantee: City of Seattle  
Legal Description: Ptn. Lot 12, Blk. 75, D.T Denny's Home Add. to the City of Seattle, Sec. 30,  
T. 25 N., R. 4 E., W.M.  
Additional Legal Description is on Page 1-2 of document  
Assessor's Tax Parcel Number: 198820-1285-04

RELINQUISHMENT FOR CONTINUED ROAD/STREET PURPOSES

SR 99, THOMAS ST. TO COMSTOCK ST.

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of CONTINUED ROAD/STREET PURPOSES and pursuant to GCA-6486 dated January 28, 2011 and GCB-2017 dated September 1, 2017 by and between the Grantor and the CITY OF SEATTLE, a municipal corporation, Grantee, hereby relinquishes and conveys unto the Grantee, all right, title, and interest in and to the following described real property for SIDEWALK situated in King County, State of Washington:

That property acquired by SPECIAL WARRANTY DEED recorded March 3, 2014, under recording number 20140303001080, records of King County, Washington, described as follows:

All that portion of the hereinafter described PARCEL "A" lying northwesterly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 697+38± on the SR 99 line survey of SR 99, Thomas St. to Comstock St. and 192.97 feet southeasterly therefrom, said point being on the west line of the hereinafter described PARCEL "A"; thence northerly along said west line to a point

opposite HES 697+44± on said line survey and 187.74 feet southeasterly therefrom; thence northeasterly along the arc of a curve to the right having a radius of 17 feet, for an arc distance of 10.06 feet, to a point opposite HES 697+54± on said line survey and 188.46 feet southeasterly therefrom, said point being on the north line of the hereinafter described PARCEL "A"; thence easterly along said north line to a point opposite HES 697+59± on said line survey and 194.52 feet southeasterly therefrom, and the end of this line description.

PARCEL "A"

Lots 1, 2, 3, 9, 10, 11 and 12, Block 75, D.T. Denny's Home Addition to the City of Seattle, according to the plat thereof recorded in Volume 3 of Plats, page 115, records of King County, Washington;

EXCEPT the east 20 feet of said Lots 1, 2 and 3, condemned in King County Superior Court Cause No 193437 for widening of Dexter Avenue, as provided by Ordinance No 50890 of the City of Seattle;

AND EXCEPT the west 12 feet of said Lots 9, 10, 11 and 12, condemned in King County Superior Court Cause No 193437 for widening of Dexter Avenue, as provided by Ordinance No 50890 of the City of Seattle;

TOGETHER WITH all of the alley abutting said Lots 1, 2, 3, 10, 11 and 12, vacated by Ordinance No 70785 of the City of Seattle;

EXCEPT that portion of said Lot 3 and of said vacated alley conveyed to the City of Seattle for alley purposes by deed recorded May 10, 1941, under Recording No. 3164095.

The lands herein described contain an area of 20 square feet, more or less, the specific details concerning all of which are to be found on sheets 2 and 3 of 5 sheets of that certain plan entitled SR 99, THOMAS ST. TO COMSTOCK ST., bearing date of approval November 9, 2011, sheet 2 revised May 9, 2019, and sheet 3 revised May 8, 2015, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington.

Subject to all existing encumbrances, including easements, restrictions, and reservations, if any.

The grantees herein, their successors or assigns, shall have no right of ingress and egress to, from and between SR 99 and the lands herein described, nor shall the grantees herein, their

successors or assigns be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance or operation of said highway.

The Grantor hereby releases and indemnifies, protects and holds harmless the Grantee and its officers, officials, employees, and agents working within the scope of their employment from all liability and claims (including but not limited to liability and claims for response and remediation costs, administrative costs, fines, charges, penalties, attorney fees and cost recovery or similar actions brought by a governmental or private party including third party tort liability) arising, directly or indirectly, from any presence or release of any Hazardous Substance remaining within or transported from the real property in which an interest is transferred.

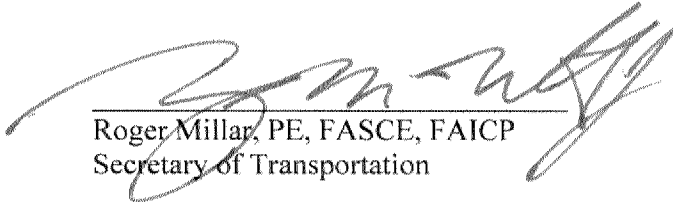
The Grantee herein, on behalf of itself and its successors or assigns, covenants and agrees that the above referenced property is transferred for road/street purposes only, and no other use shall be allowed. Should said property cease to be used for road/street purposes said ownership shall automatically revert to Grantor, and Grantee, its successors, or assigns agree to convey by deed the property to Grantor immediately upon Grantor's written notice to Grantee, its successors, or assigns. Further, Grantee, its successors or assigns shall release in the deed all Grantees', successors' or assigns' interest in said property.

The Grantee, on behalf of itself and its successors or assigns, as part consideration herein, does 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 for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.080.

Dated at Olympia, Washington, this 10 day of June, 2021.

STATE OF WASHINGTON,  
DEPARTMENT OF TRANSPORTATION -  
GRANTOR

  
\_\_\_\_\_  
Roger Millar, PE, FASCE, FAICP  
Secretary of Transportation

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Assistant Attorney General

Unofficial Copy



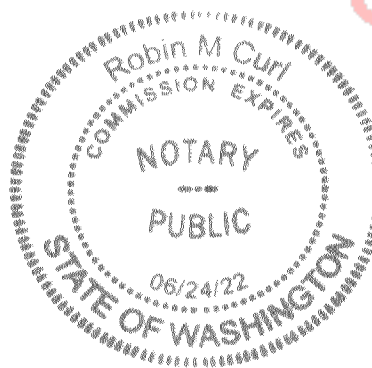
STATE OF WASHINGTON )

) : ss

COUNTY OF THURSTON )

On this 10th day of June, 2021, 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.



Robin M Curl  
Notary (print name) Robin M Curl  
Notary Public in and for the State of Washington,  
Residing at Olympia  
My Appointment Expires 6/24/22

Dated at Seattle, Washington, this 19<sup>th</sup> day of May, 2021.

SEATTLE DEPARTMENT OF  
TRANSPORTATION – GRANTEE:

[Signature]  
SAM ZIMBABWE  
Director of Transportation

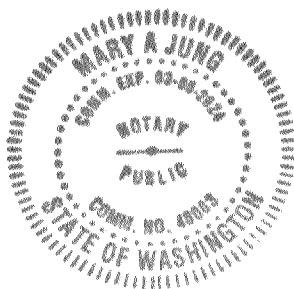
STATE OF WASHINGTON )

) : ss

COUNTY OF KING )

On this 19<sup>th</sup> day of May, 2021, before me personally appeared Sam Zimbabwe known to me as the Director of Transportation for the Seattle Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the City of Seattle, 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.



[Signature]  
Notary (print name) MARY A. JUNG  
Notary Public in and for the State of Washington,  
residing at Seattle, WA  
My Appointment Expires March 5, 2024



AFTER RECORDING RETURN TO:

City of Seattle  
Department of Transportation  
700 5<sup>th</sup> Avenue – Suite 3800  
P.O. Box 34996  
Seattle, WA 98124-4996  
Attn: Barret Aldrich

Document Title: Relinquishment  
Reference Number of Related Document: 20131031000511  
Grantor: State of Washington, Department of Transportation  
Grantee: City of Seattle  
Legal Description: Ptn. Lot 7, Blk. 74, D.T. Denny's Home Add. to the City of Seattle., Sec. 30, T.  
25 N., R. 4 E., W.M.  
Additional Legal Description is on Pages 1-2 of document  
Assessor's Tax Parcel Number: 198820-1245-03

RELINQUISHMENT FOR CONTINUED ROAD/STREET PURPOSES

SR 99, THOMAS ST. TO COMSTOCK ST.

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of CONTINUED ROAD/STREET PURPOSES and pursuant to GCA-6486 dated January 28, 2011 and GCB-2017 dated September 1, 2017 by and between the Grantor and the CITY OF SEATTLE, a municipal corporation, Grantee, hereby relinquishes and conveys unto the Grantee, all right, title, and interest in and to the following described real property for SIDEWALK situated in King County, State of Washington:

That property acquired by BARGAIN AND SALE DEED recorded October 31, 2013, under recording number 20131031000511, records of King County, Washington, described as follows:

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 698+32± on the SR 99 line survey of SR 99, Thomas St. to Comstock St., and 245.56 feet southeasterly therefrom, said point being the southwest corner of the hereinafter described PARCEL "A"; thence easterly along the southerly line

of the hereinafter described PARCEL "A" to a point opposite HES 698+36± on said line survey and 259.56 feet southeasterly therefrom; thence northwesterly to a point opposite HES 698+45± on said line survey and 233.65 feet southeasterly therefrom, said point being on the westerly line of the hereinafter described PARCEL "A"; thence southerly along said westerly line to the point of beginning.

PARCEL "A"

Lot 7, Block 74, D.T. Denny's Home Addition to the City of Seattle, according to the plat thereof recorded in Volume 3 of Plats, page 115, records of King County, Washington;

EXCEPT the east 20 feet thereof condemned in King County Superior Court Cause No. 193437 for widening of Dexter Avenue, as provided by Ordinance No. 50890 of the City of Seattle.

The State of Washington acquired the above identified fee and easement rights for the benefit of the highway (SR 99) from City Investors XX, LLC by Bargain and Sale Deed dated October 29, 2013 and recorded October 31, 2013 under King County Recording No. 20131031000511.

The lands herein described contain an area of 200 square feet, more or less, the specific details concerning all of which are to be found on sheets 2 of 5 sheets of that certain plan entitled SR 99, THOMAS ST. TO COMSTOCK ST., bearing date of approval November 9, 2011, sheet 2 revised May 9, 2019 now of record and on file in the office of the Secretary of Transportation at Olympia, Washington.

Subject to all existing encumbrances, including easements, restrictions, and reservations, if any.

The grantees herein, their successors or assigns, shall have no right of ingress and egress to, from and between SR 99 and the lands herein described, nor shall the grantees herein, their successors' or assigns' be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance or operation of said highway.

The Grantor hereby releases and indemnifies, protects and holds harmless the Grantee and its officers, officials, employees, and agents working within the scope of their employment from all liability and claims (including but not limited to liability and claims for response and

remediation costs, administrative costs, fines, charges, penalties, attorney fees and cost recovery or similar actions brought by a governmental or private party including third party tort liability) arising, directly or indirectly, from any presence or release of any Hazardous Substance remaining within or transported from the real property in which an interest is transferred.

The Grantee herein, on behalf of itself and its successors or assigns, covenants and agrees that the above referenced property is transferred for road/street purposes only, and no other use shall be allowed. Should said property cease to be used for road/street purposes said ownership shall automatically revert to Grantor, and Grantee, its successors, or assigns agree to convey by deed the property to Grantor immediately upon Grantor's written notice to Grantee, its successors, or assigns. Further, Grantee, its successors or assigns shall release in the deed all Grantees', successors or assigns interest in said property.

The Grantee, on behalf of itself and its successors or assigns, as part consideration herein, does 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 for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.080.

Dated at Olympia, Washington, this 31 day of July, 2021.

STATE OF WASHINGTON,  
DEPARTMENT OF TRANSPORTATION -  
GRANTOR

  
\_\_\_\_\_  
Roger Millar, PE, FASCE, FAICP  
Secretary of Transportation

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Assistant Attorney General

Unofficial Copy

STATE OF WASHINGTON )

) : ss

COUNTY OF THURSTON )

On this 31<sup>st</sup> day of July, 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.



Verna Wuertth  
Notary (print name) Verna Wuertth  
Notary Public in and for the State of Washington,  
residing at Olympia  
My Appointment Expires 6/1/25

Dated at Seattle, Washington, this 13<sup>th</sup> day of July, 2021.

SEATTLE DEPARTMENT OF  
TRANSPORTATION – GRANTEE:

[Signature]  
SAM ZIMBABWE  
Director of Transportation

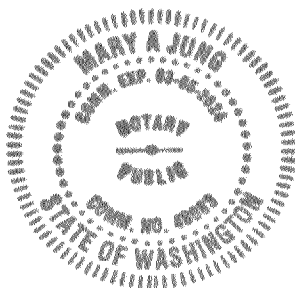
STATE OF WASHINGTON )

) : ss

COUNTY OF KING )

On this 13<sup>th</sup> day of July, 2021, before me personally appeared Sam Zimbabwe known to me as the Director of Transportation for the Seattle Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the City of Seattle, 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.



[Signature]  
Notary (print name) MARY A. JUNG  
Notary Public in and for the State of Washington,  
residing at Seattle, WA  
My Appointment Expires March 5, 2024



AFTER RECORDING RETURN TO:

City of Seattle  
Department of Transportation  
700 5<sup>th</sup> Avenue – Suite 3800  
P.O. Box 34996  
Seattle, WA 98124-4996  
Attn: Barret Aldrich

Document Title: Quitclaim Deed  
Reference Number of Related Document: 20220208000547  
Grantor: State of Washington, Department of Transportation  
Grantee: City of Seattle  
Legal Description: Ptns NE ¼ of Sec 7 & SE ¼ of Sec 6, all in Twp 24 N, Rge 4 E. W.M.  
Additional Legal Description is on Pages 1-2 of document  
Assessor's Tax Parcel Number: 766620769501

QUITCLAIM DEED

SR 99, ATLANTIC ST. VIC. TO S. DEARBORN ST.

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of CONTINUED ROAD/STREET PURPOSES and pursuant to GCA 6486 dated January 28, 2011 and GCB 2017 dated September 1, 2017 by and between the Grantor and the CITY OF SEATTLE, a municipal corporation, Grantee, hereby conveys and quitclaims unto the Grantee, all right, title, and interest in and to the following described real property for CONTINUED ROAD/STREET PURPOSES situated in King County, State of Washington:

All right, title and interest in that Highway Easement Deed conveyed to the State of Washington, Department of Transportation, situate in the northeast quarter of Section 7 and the southeast quarter of Section 6, both in Township 24 North, Range 4 East, W.M., described as follows:

That Easement as acquired by Highway Easement Deed recorded February 8, 2022, under Instrument Number 20220208000547, records of King County, Washington.

The lands herein described contain an area of 1,540 square feet, more or less, the specific details concerning all of which are to be found on sheet 2 of that certain

plan entitled SR 99, S. Atlantic St. Vic. to S. Dearborn St., now of record and on file in the office of the Secretary of Transportation at Olympia, WA and bearing the date of approval of August 21, 2008, revised July 14, 2022.

Subject to those terms and conditions set forth in that certain Highway Easement Deed dated November 12, 2021 by and between the Federal Highway Administration and the State of Washington, Department of Transportation, recorded February 8, 2022 under King County Instrument No. 202202080000547.

Subject to all existing encumbrances, including easements, restrictions, and reservations, if any.

The Grantee herein, its successors or assigns, shall have no right of ingress and egress to, from and between SR 99 and the lands herein described, nor shall the Grantee herein, its successors or assigns be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance, or operation of said highway.

The Grantor hereby releases and indemnifies, protects and holds harmless the Grantee and its officers, officials, employees, and agents working within the scope of their employment from all liability and claims (including but not limited to liability and claims for response and remediation costs, administrative costs, fines, charges, penalties, attorney fees and cost recovery or similar actions brought by a governmental or private party including third party tort liability) arising, directly or indirectly, from any presence or release of any Hazardous Substance remaining within or transported from the real property in which an interest is transferred.

The Grantee herein, on behalf of itself and its successors or assigns, covenants and agrees that the above referenced property is transferred for road/street purposes only, and no other use shall be allowed. Should said property cease to be used for road/street purposes said easement right shall automatically revert to Grantor, and Grantee, its successors, or assigns agree to convey by Quitclaim deed the easement right to Grantor immediately upon Grantor's written notice to Grantee, its successors, or assigns. Further, Grantee, its successors or assigns shall release in the deed all Grantees', successors' or assigns' interest in said property.



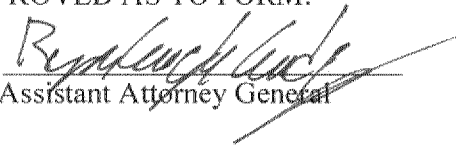
The Grantee, on behalf of itself and its successors or assigns, as part consideration herein, does hereby agree to comply with all civil rights and anti-discrimination requirements of chapter 49.60 RCW as to the lands herein conveyed.

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

Dated at Olympia, Washington, this 2 day of December, 2022.

STATE OF WASHINGTON,  
DEPARTMENT OF TRANSPORTATION -  
GRANTOR

  
Roger Millar, PE, FASCE, FAICP  
Secretary of Transportation

APPROVED AS TO FORM:  
By:   
Assistant Attorney General

Unofficial Copy

STATE OF WASHINGTON )

) : ss

COUNTY OF THURSTON )

On this 2nd day of December, 2022, 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.



Robin M Curl  
Notary (print name) Robin M Curl  
Notary Public in and for the State of Washington,  
residing at Olympia  
My Appointment Expires 6/24/2026

Dated at Seattle, Washington, this 24 day of October, 2022

SEATTLE DEPARTMENT OF  
TRANSPORTATION – GRANTEE:

ms  
Greg Spotts (Oct 24, 2022 21:09 PDT)

GREG SPOTTS  
Director of Transportation

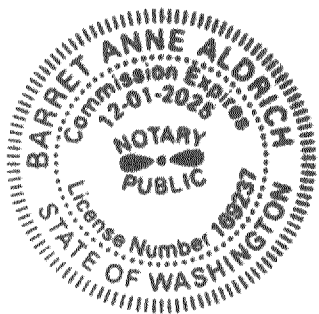
STATE OF WASHINGTON )

) : ss

COUNTY OF KING )

On this 24 day of October, 2022, before me personally appeared GREG SPOTTS known to me as the Director of Transportation for the Seattle Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the City of Seattle, 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.



Barret Aldrich  
Notary (print name) Barret Aldrich  
Notary Public in and for the State of Washington,  
residing at Vashon, WA  
My Appointment Expires 12-01-25

AFTER RECORDING RETURN TO:

City of Seattle  
Department of Transportation  
700 5<sup>th</sup> Avenue – Suite 3800  
P.O. Box 34996  
Seattle, WA 98124-4996  
Attn: Barret Aldrich

Document Title: Relinquishment  
Reference Number of Related Document: 20101104001881  
Grantor: State of Washington, Department of Transportation  
Grantee: City of Seattle  
Legal Description: Ptn. Lots 4-6, Blk. 71, D.T. Denny's Park Add. to North Seattle, Sec. 30, T. 25 N., R. 4 E., W.M.  
Additional Legal Description is on Page 1-2 of document  
Assessor's Tax Parcel Number: 199120-0815

RELINQUISHMENT FOR CONTINUED ROAD/STREET PURPOSES

SR 99, THOMAS ST. TO COMSTOCK ST.

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of CONTINUED ROAD/STREET PURPOSES and pursuant to GCA-6486 dated January 28, 2011 and GCB-2017 dated September 1, 2017 by and between the Grantor and the CITY OF SEATTLE, a municipal corporation, Grantee, hereby relinquishes and conveys unto the Grantee, all right, title, and interest in and to the following described real property for CONTINUED ROAD/STREET PURPOSES situated in King County, State of Washington:

That property acquired by WARRANTY DEED recorded November 4, 2010 under recording number 20101104001881, records of King County, Washington, described as follows:

All that portion of the hereinafter described PARCEL "A" lying easterly of the following described line:

BEGINNING at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 688+29± on the SR 99 line survey of SR 99, THOMAS ST. TO

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COMSTOCK ST. and 242.06 feet southeasterly therefrom, said point being on the south line of the hereinafter described PARCEL "A"; thence Northerly to a point opposite HES 690+08.25 on said line survey and 222 feet southeasterly therefrom, said point being on the northerly line of the hereinafter described PARCEL "A" and the terminus of this line description.

PARCEL "A"

Lots 4, 5 and 6, Block 71, D. T. Denny's Park Addition to North Seattle, according to the plat thereof recorded in Volume 2 of Plats, Page 46, records of King County, Washington;

Except that portion thereof condemned for Aurora Avenue in King County Superior Court Cause No. 193437, under Ordinance No. 50890 of the City of Seattle, and in King County Superior Court Cause No. 426577, under Ordinance No. 79275 of the City of Seattle;

Situate in the County of King, State of Washington.

The specific details concerning all of which are to be found on sheet 2 of 5 sheets of that certain plan entitled SR 99, THOMAS ST. TO COMSTOCK ST., bearing date of approval November 9, 2011, revised September 4, 2020, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington.

The grantee herein, its successors or assigns, shall have no right of ingress and egress to, from, and between SR 99 and the lands herein described, nor shall the grantee herein, its successors or assigns be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance or operation of said highway.

Subject to all existing encumbrances, including easements, restrictions, and reservations, if any.

The Grantor hereby releases and indemnifies, protects and holds harmless the Grantee and its officers, officials, employees, and agents working within the scope of their employment from all liability and claims (including but not limited to liability and claims for response and remediation costs, administrative costs, fines, charges, penalties, attorney fees and cost recovery or similar actions brought by a governmental or private party including third party tort liability)

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arising, directly or indirectly, from any presence or release of any Hazardous Substance remaining within or transported from the real property in which an interest is transferred.

The Grantee herein, on behalf of itself and its successors or assigns, covenants and agrees that the above referenced property is transferred for road/street purposes only, and no other use shall be allowed. Should said property cease to be used for road/street purposes said ownership shall automatically revert to Grantor, and Grantee, its successors, or assigns agree to convey by deed the property to Grantor immediately upon Grantor's written notice to Grantee, its successors, or assigns. Further, Grantee, its successors or assigns shall release in the deed all Grantees', successors' or assigns' interest in said property.

The Grantee, on behalf of itself and its successors or assigns, as part consideration herein, does 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 for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.080.

Dated at Olympia, Washington, this 5 day of November, 2021.

STATE OF WASHINGTON,  
DEPARTMENT OF TRANSPORTATION -  
GRANTOR

  
\_\_\_\_\_  
Roger Millar, PE, FASCE, FAICP  
Secretary of Transportation

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Assistant Attorney General


STATE OF WASHINGTON )

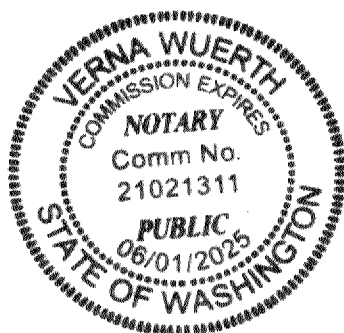
) : ss

COUNTY OF THURSTON )

On this 5 day of November, 2021, 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) Verna Wuert  
Notary Public in and for the State of Washington,  
residing at Olympia  
My Appointment Expires 6/1/25





Dated at Seattle, Washington, this 26<sup>th</sup> day of October, 2021.

SEATTLE DEPARTMENT OF  
TRANSPORTATION – GRANTEE:

SZ  
\_\_\_\_\_  
SAM ZIMBABWE  
Director of Transportation

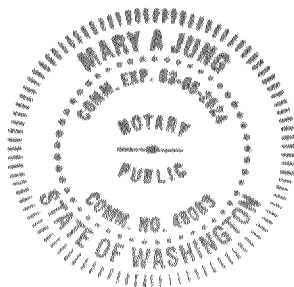
STATE OF WASHINGTON )

) : ss

COUNTY OF KING )

On this 26<sup>th</sup> day of October, 2021, before me personally appeared Sam Zimbabwe known to me as the Director of Transportation for the Seattle Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the City of Seattle, 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.



Mary A. Jung  
\_\_\_\_\_  
Notary (print name) Mary A. Jung  
Notary Public in and for the State of Washington,  
residing at Seattle, WA  
My Appointment Expires March 5, 2024



AFTER RECORDING RETURN TO:

City of Seattle  
Department of Transportation  
700 5<sup>th</sup> Avenue – Suite 3800  
P.O. Box 34996  
Seattle, WA 98124-4996  
Attn: Barret Aldrich

Document Title: Correction Relinquishment  
Reference Number of Related Documents:20211117000777, 20101104001881  
Grantor(s): State of Washington, Department of Transportation  
Grantee(s): City of Seattle  
Legal Description: Ptn Lots 4-6, Blk. 71, D.T. Denny's Park Add. To North Seattle, S30, T25N,  
R4E, W.M.  
Additional Legal Description is on Page 1 & 2 of document  
Assessor's Tax Parcel Number: 199120-0815

**CORRECTION**

**RELINQUISHMENT FOR CONTINUED ROAD/STREET PURPOSES**

SR 99, Thomas St. to Comstock St.

The STATE OF WASHINGTON, acting by and through its DEPARTMENT OF TRANSPORTATION Grantor, for and in consideration of CONTINUED ROAD/STREET PURPOSES and pursuant to GCA-6486 dated January 28, 2011 and GCB-2017 dated September 1, 2017 by and between the Grantor and the CITY OF SEATTLE, a municipal corporation, Grantee, hereby relinquishes and conveys unto the Grantee, all right, title, and interest in and to the following described real property for CONTINUED ROAD/STREET PURPOSES situated in King County, State of Washington:

All that portion of the hereinafter described PARCEL "A" lying easterly of the following described line:

BEGINNING at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 688+28.87 on the SR 99 line survey of SR 99, THOMAS ST. TO

COMSTOCK ST. and 237.09 feet southeasterly therefrom, said point being on the south line of the hereinafter described PARCEL "A"; thence Northerly to a point opposite HES 690+08.25 on said line survey and 222 feet southeasterly therefrom, said point being on the northerly line of the hereinafter described PARCEL "A" and the terminus of this line description.

#### PARCEL "A"

That property acquired by WARRANTY DEED recorded November 4, 2010, under recording number 20101104001881, records of King County, Washington, described as follows:

Lots 4, 5 and 6, Block 71, D. T. Denny's Park Addition to North Seattle, according to the plat thereof recorded in Volume 2 of Plats, Page 46, records of King County, Washington;

Except that portion thereof condemned for Aurora Avenue in King County Superior Court Cause No. 193437, under Ordinance No. 50890 of the City of Seattle, and in King County Superior Court Cause No. 426577, under Ordinance No. 79275 of the City of Seattle;

Situate in the County of King, State of Washington.

The specific details concerning all of which are to be found on sheet 2 of 5 sheets of that certain plan entitled SR 99, THOMAS ST. TO COMSTOCK ST., bearing date of approval November 9, 2011, revised March 4, 2022, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington.

This document is for the purpose of correcting the legal description in that certain RELINQUISHMENT FOR CONTINUED ROAD/STREET PURPOSES executed by the State of Washington, acting by and through its Department of Transportation, Grantor, to the within named

Grantee, recorded November 17, 2021, under Auditor's File Number 20211117000777, records of King County, Washington.

Subject to all existing encumbrances, including easements, restrictions and reservations, if any.

The Grantee herein, its successors or assigns, shall have no right of ingress and egress to, from and between SR 99 and the lands herein described, nor shall the Grantee herein, its successors, or assigns be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance or operation of said highway.

The Grantor hereby releases and indemnifies, protects and holds harmless the Grantee and its officers, officials, employees and agents working within the scope of their employment from all liability and claims (including but not limited to liability and claims for response and remediation costs, administrative costs, fines, charges, penalties, attorney fees and cost recovery or similar actions brought by a governmental or private party including third party tort liability) arising, directly or indirectly, from any presence or release of any Hazardous Substance remaining within or transported from the real property in which an interest is transferred.

The Grantee herein, on behalf of itself and its successors or assigns, covenants and agrees that the above referenced property is transferred for road/street purposes only, and no other use shall be allowed. Should said property cease to be used for road/street purposes, said ownership shall automatically revert to Grantor, and Grantee, its successors or assigns agree to convey by deed the property to Grantor immediately upon Grantor's written notice to Grantee, its successors, or assigns. Further, Grantee, its successors or assigns shall release in the deed all Grantees', successors' or assigns' interest in said property.

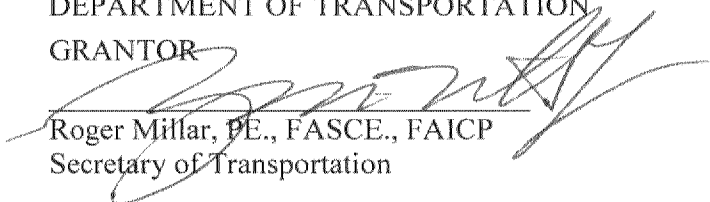
The Grantee, on behalf of itself and its successors or assigns, as part consideration herein does hereby agree to comply with all civil rights and anti-discrimination requirements of chapter 49.60 RCW as to the lands herein conveyed.

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

Dated at Olympia, Washington, this 2 day of December, 2022

STATE OF WASHINGTON

DEPARTMENT OF TRANSPORTATION  
GRANTOR

  
Roger Millar, PE., FASCE., FAICP  
Secretary of Transportation

APPROVED AS TO FORM:

By:   
Assistant Attorney General

STATE OF WASHINGTON )

) : ss

County of Thurston )

On this 2nd day of December, 2022, before me personally appeared Roger Millar, known to me as the Secretary of Transportation, Washington State 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) Robin M Curl

Notary Public in and for the State of Washington,  
residing at Olympia

My Appointment Expires 6/24/2026



Dated at Seattle, Washington, this 24 day of October, 2022.

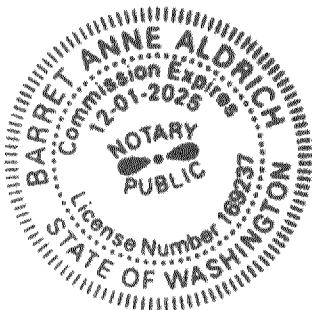
SEATTLE DEPARTMENT OF  
TRANSPORTATION – GRANTEE

MS  
\_\_\_\_\_  
Greg Spotts (Oct 24, 2022 21:09 PDT)  
GREG SPOTTS  
Director of Transportation

STATE OF WASHINGTON )  
  ): ss  
COUNTY OF KING        )

On this 24 day of October, 2022, before me personally appeared Greg Spotts ~~Sam~~ Zimbabwe, known to me as the Director of Transportation for the Seattle Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the City of Seattle, 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.



Barret Aldrich  
\_\_\_\_\_  
Notary (print name Barret Aldrich  
\_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at Vashon, WA  
\_\_\_\_\_  
My Appointment Expires: 12-01-25  
\_\_\_\_\_



AFTER RECORDING RETURN TO:

City of Seattle  
Department of Transportation  
700 5<sup>th</sup> Avenue – Suite 3800  
P.O. Box 34996  
Seattle, WA 98124-4996  
Attn: Barret Aldrich

Document Title: Relinquishment  
Reference Number of Related Document: 20110725000644  
Grantor: State of Washington, Department of Transportation  
Grantee: City of Seattle  
Legal Description: Ptn. Lot 6, Blk. 72, D.T. Denny's Home Add. to City of Seattle, Sec. 30, T. 25 N., R. 4 E., W.M.  
Additional Legal Description is on Pages 1-2 of document  
Assessor's Tax Parcel Number: 198820-1090

RELINQUISHMENT FOR CONTINUED ROAD/STREET PURPOSES

SR 99, THOMAS ST. TO COMSTOCK ST.

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of CONTINUED ROAD/STREET PURPOSES and pursuant to GCA-6486 dated January 28, 2011 and GCB-2017 dated September 1, 2017 by and between the Grantor and the CITY OF SEATTLE, a municipal corporation, Grantee, hereby relinquishes and conveys unto the Grantee, all right, title, and interest in and to the following described real property for CONTINUED ROAD/STREET PURPOSES situated in King County, State of Washington:

That property acquired by QUITCLAIM DEED recorded July 25, 2011, under recording number 20110725000644, records of King County, Washington, described as follows:

All that portion of the hereinafter describe PARCEL "A" lying easterly and southerly of the following described line:

BEGINNING at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 692+45± on the SR 99 line survey of SR 99, THOMAS ST. TO COMSTOCK ST. and 122 feet southeasterly therefrom, said point being on the south line of the hereinafter described PARCEL "A"; thence Northerly to a point

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opposite HES 692+48 on said line survey and 121.31 feet southeasterly therefrom; thence Easterly along the arc of a curve to the left having a radius of 203 feet, for an arc distance of 42.96 feet to a point opposite HES 692+56.70 on said line survey and 163.30 feet southeasterly therefrom; thence Northerly to a point opposite HES 692+59.40 on said line survey and 162.40 feet southeasterly therefrom; thence Easterly along the arc of a curve to the left having a radius of 188 feet, for an arc distance of 30.49 feet to a point opposite HES 692+68.70 on said line survey and 191.40 feet southeasterly therefrom; thence Easterly to a point opposite HES 692+70 on said line survey and 202.79 feet southeasterly therefrom, said point being on the easterly line of the hereinafter described PARCEL "A" and the terminus of this line description.

PARCEL "A"

Lots 1 through 11, inclusive, in Block 72 of D.T. Denny's Home Addition to the City of Seattle, as per plat recorded in Volume 3 of Plats, page 115, records of King County;

TOGETHER with the vacated alley (Ordinance No. 73428) adjoining said lots;

EXCEPT the east 12 feet of said Lots 1 to 6;

AND EXCEPT the west 12 feet of said Lots 7 to 10, as condemned for street purposes in King County Superior Court Cause No. 193437, as provided by Ordinance No. 50890 of the City of Seattle;

AND EXCEPT that portion of Lots 1 and 11 and the vacated alley adjoining, as condemned for street purposes in King County Superior Court Cause No. 486551, as provided by Ordinance No. 84452 of the City of Seattle;

Situate in the County of King, State of Washington.

The specific details concerning all of which are to be found on sheet 2 of 5 sheets of that certain plan entitled SR 99, THOMAS ST. TO COMSTOCK ST., bearing date of approval November 9, 2011, revised September 4, 2020, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington.

Subject to all existing encumbrances, including easements, restrictions, and reservations, if any.



The grantee herein, its successors or assigns, shall have no right of ingress and egress to, from and between SR 99 and the lands herein described, nor shall the grantee herein, its successors or assigns be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance or operation of said highway.

The Grantor hereby releases and indemnifies, protects and holds harmless the Grantee and its officers, officials, employees, and agents working within the scope of their employment from all liability and claims (including but not limited to liability and claims for response and remediation costs, administrative costs, fines, charges, penalties, attorney fees and cost recovery or similar actions brought by a governmental or private party including third party tort liability) arising, directly or indirectly, from any presence or release of any Hazardous Substance remaining within or transported from the real property in which an interest is transferred.

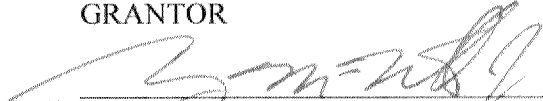
The Grantee herein, on behalf of itself and its successors or assigns, covenants and agrees that the above referenced property is transferred for road/street purposes only, and no other use shall be allowed. Should said property cease to be used for road/street purposes said ownership shall automatically revert to Grantor, and Grantee, its successors, or assigns agree to convey by deed the property to Grantor immediately upon Grantor's written notice to Grantee, its successors, or assigns. Further, Grantee, its successors or assigns shall release in the deed all Grantees', successors' or assigns' interest in said property.

The Grantee, on behalf of itself and its successors or assigns, as part consideration herein, does 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 for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.080.

Dated at Olympia, Washington, this 5 day of November, 2021.

STATE OF WASHINGTON,  
DEPARTMENT OF TRANSPORTATION –  
GRANTOR

  
\_\_\_\_\_  
Roger Millar, PE, FASCE, FAICP  
Secretary of Transportation

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Assistant Attorney General

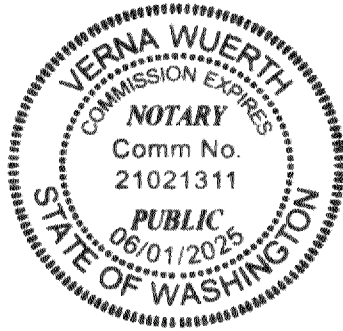
STATE OF WASHINGTON )

) : ss

COUNTY OF THURSTON )

On this 5 day of November, 2021, 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.



V - W -  
\_\_\_\_\_  
Notary (print name) Verna Wuerth  
Notary Public in and for the State of Washington,  
residing at Olympia  
My Appointment Expires 6/1/25

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5/2018

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IC # 7-17-16465  
GCB2017-Area – T9

Dated at Seattle, Washington, this 26<sup>th</sup> day of October, 2021.

SEATTLE DEPARTMENT OF  
TRANSPORTATION – GRANTEE:

SZ  
\_\_\_\_\_  
SAM ZIMBABWE  
Director of Transportation

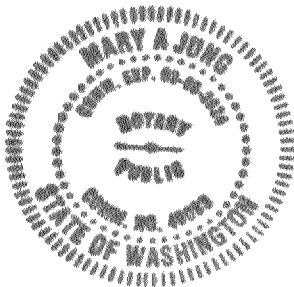
STATE OF WASHINGTON )

) : ss

COUNTY OF KING )

On this 26<sup>th</sup> day of October, 2021, before me personally appeared Sam Zimbabwe known to me as the Director of Transportation for the Seattle Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the City of Seattle, 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.



Mary A. Jung  
\_\_\_\_\_  
Notary (print name) Mary A. Jung  
Notary Public in and for the State of Washington,  
residing at Seattle, WA  
My Appointment Expires March 5, 2024

AFTER RECORDING RETURN TO:

City of Seattle  
Department of Transportation  
700 5<sup>th</sup> Avenue – Suite 3800  
P.O. Box 34996  
Seattle, WA 98124-4996  
Attn: Barret Aldrich

Document Title: Relinquishment of Easement  
Reference Number of Related Document: 20090806001265; 20090814001593  
Grantor: State of Washington, Department of Transportation  
Grantee: City of Seattle  
Legal Description: Ptn. SE 1/4, Sec. 6, T.24N., R.4E., W.M  
Additional Legal Description is on Page 1-2 of document  
Assessor's Tax Parcel Number: 7666206966 and 7666207025

RELINQUISHMENT OF EASEMENT  
FOR CONTINUED ROAD/STREET PURPOSES

SR 99, S. ATLANTIC ST. TO S. KING ST.

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of CONTINUED ROAD/STREET PURPOSES and pursuant to GCA-6486 dated January 28, 2011 and GCB-2017 dated September 1, 2017 by and between the Grantor and the CITY OF SEATTLE, a municipal corporation, Grantee, hereby relinquishes and conveys unto the Grantee, all right, title, and interest in and to the following described real property for CONTINUED ROAD/STREET PURPOSES situated in King County, State of Washington:

All right, title, and interest in those Easements conveyed to the State of Washington, Department of Transportation, situate in the southeast quarter of Section 6, Township 24 North, Range 4 East, Willamette Meridian, described as follows:

That Easement recorded August 6, 2009, under recording number 20090806001265, records of King County, Washington;

TOGETHER WITH that Easement recorded August 14, 2009, under recording number 20090814001593, records of King County, Washington.

The specific details concerning all of which may be found on sheets 2 and 3 of 5 sheets of that certain plan entitled SR 99, S. ATLANTIC ST. TO S. KING ST., bearing date of approval November 9, 2011, revised October 15, 2021, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington.

Subject to all existing encumbrances, including easement, restrictions, and reservations, if any.

The Grantee herein, its successors or assigns, shall have no right of ingress and egress to, from and between SR 99 and the lands herein described, nor shall the Grantee herein, its successors or assigns be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance or operation of said highway.

The Grantor hereby releases and indemnifies, protects and holds harmless the Grantee and its officers, officials, employees, and agents working within the scope of their employment from all liability and claims (including but not limited to liability and claims for response and remediation costs, administrative costs, fines, charges, penalties, attorney fees and cost recovery or similar actions brought by a governmental or private party including third party tort liability) arising, directly or indirectly, from any presence or release of any Hazardous Substance remaining within or transported from the real property in which an interest is transferred.

The Grantee herein, on behalf of itself and its successors or assigns, covenants and agrees that the above referenced property is transferred for road/street purposes only, and no other use shall be allowed. Should said property cease to be used for road/street purposes said ownership shall automatically revert to Grantor, and Grantee, its successors, or assigns agree to convey by deed the property to Grantor immediately upon Grantor's written notice to Grantee, its successors, or assigns. Further, Grantee, its successors or assigns shall release in the deed all Grantees', successors' or assigns' interest in said property.

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

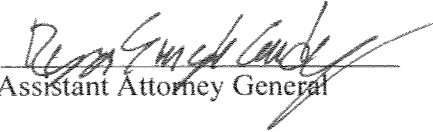
The lands herein described are not required for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.080.

Dated at Olympia, Washington, this 2 day of December, 2022

STATE OF WASHINGTON,  
DEPARTMENT OF TRANSPORTATION -  
GRANTOR

  
\_\_\_\_\_  
Roger Millar, PE, FASCE, FAICP  
Secretary of Transportation

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Assistant Attorney General

Unofficial Copy



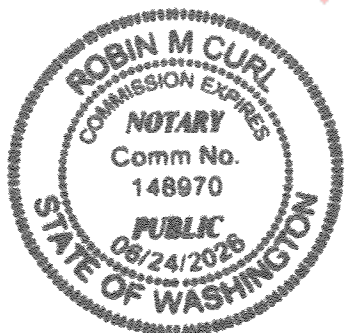
STATE OF WASHINGTON )

) : ss

COUNTY OF THURSTON )

On this 2nd day of December, 2022, 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.



Robin M Curl  
Notary (print name) Robin M Curl  
Notary Public in and for the State of Washington,  
residing at Olympia  
My Appointment Expires 6/24/2026



Dated at Seattle, Washington, this 24 day of October, 2022.

SEATTLE DEPARTMENT OF  
TRANSPORTATION – GRANTEE:

Greg Spotts  
Greg Spotts (Oct 24, 2022 21:09 PDT)  
Gregg Spotts Director of Transportation

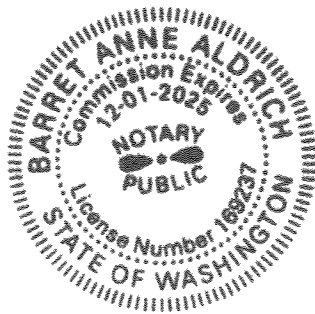
STATE OF WASHINGTON )

) : ss

COUNTY OF KING )

On this 24 day of October, 2022, before me personally appeared Greg Spotts known to me as the Director of Transportation for the Seattle Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the City of Seattle, 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.



Barret Aldrich  
Notary (print name) Barret Aldrich  
Notary Public in and for the State of Washington,  
residing at Vashon, WA  
My Appointment Expires 12-01-25

AFTER RECORDING RETURN TO:

City of Seattle  
Department of Transportation  
700 5<sup>th</sup> Avenue – Suite 3800  
P.O. Box 34996  
Seattle, WA 98124-4996  
Attn: Barret Aldrich

Document Title: Relinquishment  
Reference Number of Related Document: N/A  
Grantor: State of Washington, Department of Transportation  
Grantee: City of Seattle  
Legal Description: Ptn. SE 1/4, Sec. 6, T.24N., R.4E., W.M.  
Additional Legal Description is on Pages 1-2 of document  
Assessor's Tax Parcel Number: City street adj. to 766620696605

RELINQUISHMENT FOR CONTINUED ROAD/STREET PURPOSES

SR 99, S. ATLANTIC ST. TO S. KING ST.

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of CONTINUED ROAD/STREET PURPOSES and pursuant to GMB 1060 last dated January 2, 2019, by and between the Grantor and the CITY OF SEATTLE, a municipal corporation, Grantee, hereby relinquishes and conveys unto the Grantee, all right, title, and interest in and to the following described real property for SIDEWALK situated in King County, State of Washington:

All that portion of the east half of the southeast quarter of Section 6, Township 24 North, Range 4, East, Willamette Meridian, commonly known as S. Royal Brougham Way, in the City of Seattle, King County, Washington, described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 178+72.20 on the SR 99 Line Survey of SR 99, S. ATLANTIC ST. TO S. KING ST., and 256.01 feet southeasterly therefrom; thence Southwesterly to a point opposite HES 178+50.65 on said line survey and 255.93 feet southeasterly therefrom; thence Easterly to a point opposite HES 178+57.89 on said line survey and 279.21 feet southeasterly therefrom; thence easterly to a point opposite HES

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5/2018

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IC # 7-17-16760 (T11)

178+56.96 on said line survey and 276.22 feet southeasterly therefrom; thence Easterly to a point opposite HES 178+65.67 on said line survey and 304.58 feet southeasterly therefrom; thence Easterly to a point opposite HES 179+21.23 on said line survey and 483.06 feet southeasterly therefrom; thence Northerly to a point opposite HES A 26+33.50 on the A Line survey of said highway, and 63.44 feet westerly therefrom; thence Westerly to a point opposite HES 179+99.09 on said SR 99 line survey and 395.60 feet southeasterly therefrom; thence Westerly to a point opposite HES 179+68.70 on said line survey and 299.44 feet southeasterly therefrom; thence Southwesterly to a point opposite HES 179+12.18 on said line survey and 302.22 feet southeasterly therefrom; thence Westerly along a curve to the left having a radius of 44.50 feet, arc distance of 22.25 feet, to a point opposite HES 179+06.35 on said line survey and 280.99 feet southeasterly therefrom; thence Southwesterly to a point opposite HES 179+02.03 on said line survey and 273.42 feet southeasterly therefrom; thence Southwesterly along a curve to the left having a radius of 34.50 feet, an arc distance of 36.18 feet, to the Point of Beginning.

The specific details concerning all of which are to be found on sheet 3 of 5 sheets of that certain plan entitled SR 99, S. ATLANTIC ST. TO S. KING ST., bearing date of approval November 9, 2011, revised February 18, 2022, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington.

Subject to all existing encumbrances, including easements, restrictions, and reservations, if any.

The Grantee herein, its successors or assigns, shall have no right of ingress and egress to, from and between SR 99 and the lands herein described, nor shall the Grantee herein, its successors or assigns be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance or operation of said highway.

The Grantor hereby releases and indemnifies, protects and holds harmless the Grantee and its officers, officials, employees, and agents working within the scope of their employment from all liability and claims (including but not limited to liability and claims for response and remediation costs, administrative costs, fines, charges, penalties, attorney fees and cost recovery or similar actions brought by a governmental or private party including third party tort liability)

arising, directly or indirectly, from any presence or release of any Hazardous Substance remaining within or transported from the real property in which an interest is transferred.

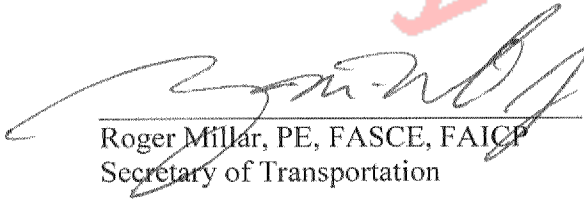
The Grantee herein, on behalf of itself and its successors or assigns, covenants and agrees that the above referenced property is transferred for road/street purposes only, and no other use shall be allowed. Should said property cease to be used for road/street purposes said ownership shall automatically revert to Grantor, and Grantee, its successors, or assigns agree to convey by deed the property to Grantor immediately upon Grantor's written notice to Grantee, its successors, or assigns. Further, Grantee, its successors or assigns shall release in the deed all Grantees', successors' or assigns' interest in said property.

The Grantee, on behalf of itself and its successors or assigns, as part consideration herein, does 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 for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.080.

Dated at Olympia, Washington, this 14 day of July, 2022

STATE OF WASHINGTON,  
DEPARTMENT OF TRANSPORTATION -  
GRANTOR

  
\_\_\_\_\_  
Roger Millar, PE, FASCE, FAICP  
Secretary of Transportation

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Assistant Attorney General

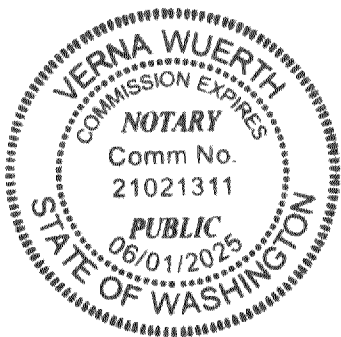
STATE OF WASHINGTON )

) : ss

COUNTY OF THURSTON )

On this 14<sup>th</sup> day of July, 20 22, 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.



Verna Wuertth  
Notary (print name) Verna Wuertth  
Notary Public in and for the State of Washington,  
residing at Olympia  
My Appointment Expires 6/1/25

Dated at Seattle, Washington, this 28 day of June, 202022.

SEATTLE DEPARTMENT OF  
TRANSPORTATION – GRANTEE:

KMS  
Kristen N Simpson [Jun 28, 2022 14:39 PDT]  
KRISTEN SIMPSON  
Interim Director of Transportation

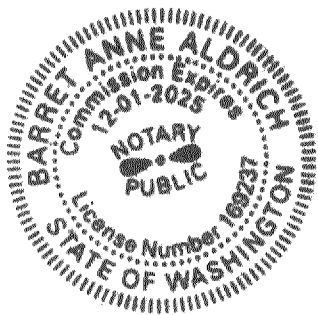
STATE OF WASHINGTON )

) : ss

COUNTY OF KING )

On this 28<sup>th</sup> day of June, 2022, before me personally appeared Kristen Simpson known to me as the Interim Director of Transportation for the Seattle Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the City of Seattle, 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.



Barret Aldrich  
Notary (print name) Barret Aldrich  
Notary Public in and for the State of Washington,  
residing at Vashon, WA  
My Appointment Expires 12-01-25



AFTER RECORDING RETURN TO:

City of Seattle  
Department of Transportation  
700 5<sup>th</sup> Avenue – Suite 3800  
P.O. Box 34996  
Seattle, WA 98124-4996  
Attn: Barret Aldrich

Document Title: Relinquishment  
Reference Number of Related Document: N/A  
Grantor: State of Washington, Department of Transportation  
Grantee: City of Seattle  
Legal Description: Ptn. NE 1/4 SE 1/4, Sec. 6, T.24N., R.4E., W.M.  
Additional Legal Description is on Pages 1-2 of document  
Assessor's Tax Parcel Number: City street adj. to 7666206950 and 7666206955

RELINQUISHMENT FOR CONTINUED ROAD/STREET PURPOSES

SR 99, S. ATLANTIC ST. TO S. KING ST.

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of CONTINUED ROAD/STREET PURPOSES and pursuant to GMB 1060 last dated January 2, 2019, by and between the Grantor and the CITY OF SEATTLE, a municipal corporation, Grantee, hereby relinquishes and conveys unto the Grantee, all right, title, and interest in and to the following described real property for SIDEWALK situated in King County, State of Washington:

All that portion of the northeast quarter of the southeast quarter of Section 6, Township 24 North, Range 4, East, Willamette Meridian, commonly known as S. Dearborn Street., in the City of Seattle, King County, Washington, described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 192+76.73 on the SR 99 line survey of SR 99, S. ATLANTIC ST. TO S. KING ST., and 174.47 feet easterly therefrom; thence Northerly to a point opposite HES 192+90.67 on said line survey and 173.10 feet easterly therefrom; thence Northwesterly to a point opposite HES 193+56.28 on said line survey and 152.74 feet easterly therefrom; thence Northerly to a point opposite HES 193+70.66 on

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IC # 7-17-16761 (T12)



said line survey and 152.77 feet easterly therefrom; thence Easterly to a point opposite HES A 42+25.05 on the A Line survey of said highway, and 40 feet Northerly therefrom; thence Easterly parallel with said A line survey to a point opposite HES A 41+44.10 thereon; thence Southerly to a point opposite HES A 41+43.02 on said A line survey and 50 feet southerly therefrom; thence Westerly to a point opposite HES 192+80.53 on said SR 99 line survey and 233.32 feet easterly therefrom; thence Westerly to a point opposite HES 192+80.50 on said line survey and 213.32 feet easterly therefrom; thence Westerly to the Point of Beginning.

The specific details concerning all of which are to be found on sheet 4 of 5 sheets of that certain plan entitled SR 99, S. ATLANTIC ST. TO S. KING ST., bearing date of approval November 9, 2011, revised February 18, 2022, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington.

Subject to all existing encumbrances, including easement, restrictions, and reservations, if any.

The Grantee herein, its successors or assigns, shall have no right of ingress and egress to, from and between SR 99 and the lands herein described, nor shall the Grantee herein, its successors or assigns be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance or operation of said highway.

The Grantor hereby releases and indemnifies, protects and holds harmless the Grantee and its officers, officials, employees, and agents working within the scope of their employment from all liability and claims (including but not limited to liability and claims for response and remediation costs, administrative costs, fines, charges, penalties, attorney fees and cost recovery or similar actions brought by a governmental or private party including third party tort liability) arising, directly or indirectly, from any presence or release of any Hazardous Substance remaining within or transported from the real property in which an interest is transferred.

The Grantee herein, on behalf of itself and its successors or assigns, covenants and agrees that the above referenced property is transferred for road/street purposes only, and no other use

shall be allowed. Should said property cease to be used for road/street purposes said ownership shall automatically revert to Grantor, and Grantee, its successors, or assigns agree to convey by deed the property to Grantor immediately upon Grantor's written notice to Grantee, its successors, or assigns. Further, Grantee, its successors or assigns shall release in the deed all Grantees', successors' or assigns' interest in said property.

The Grantee, on behalf of itself and its successors or assigns, as part consideration herein, does 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 for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.080.

Dated at Olympia, Washington, this 16 day of September, 2022

STATE OF WASHINGTON,  
DEPARTMENT OF TRANSPORTATION -  
GRANTOR

  
\_\_\_\_\_  
Roger Miller, PE, FASCE, FAICP  
Secretary of Transportation

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Assistant Attorney General

STATE OF WASHINGTON )

) : ss

COUNTY OF THURSTON )

On this 16<sup>th</sup> day of September, 2022, 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.



Unofficial Copy

Verna Wu  
Notary (print name) Verna Wuertth  
Notary Public in and for the State of Washington,  
residing at Olympia  
My Appointment Expires 6/1/25

Dated at Seattle, Washington, this 26<sup>th</sup> day of July, 2022.

SEATTLE DEPARTMENT OF  
TRANSPORTATION – GRANTEE:

KMS  
Kristen Simpson (Jul 26, 2022 08:33 PDT)  
KRISTEN SIMPSON  
Interim Director of Transportation

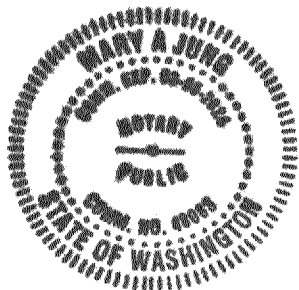
STATE OF WASHINGTON )

) : ss

COUNTY OF KING )

On this 26<sup>th</sup> day of July, 2022, before me personally appeared Kristen Simpson known to me as the Interim Director of Transportation for the Seattle Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the City of Seattle, 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.



Mary A. Jung  
Notary (print name) MARY A. JUNG  
Notary Public in and for the State of Washington,  
residing at Seattle, WA  
My Appointment Expires March 5, 2024

Record Date: 10/3/2022 3:04 PM

Electronically Recorded King County, WA

AFTER RECORDING RETURN TO:

City of Seattle  
Department of Transportation  
700 5<sup>th</sup> Avenue – Suite 3800  
P.O. Box 34996  
Seattle, WA 98124-4996  
Attn: Barret Aldrich

Document Title: Relinquishment  
Reference Number of Related Document: N/A  
Grantor: State of Washington, Department of Transportation  
Grantee: City of Seattle  
Legal Description: Ptn. NE 1/4 SE 1/4, Sec. 6, T.24N., R.4E., W.M.  
Additional Legal Description is on Pages 1-2 of document  
Assessor's Tax Parcel Number: City street adj. to 766620769501 and 7666780000507

RELINQUISHMENT FOR CONTINUED ROAD/STREET PURPOSES

SR 99, S. ATLANTIC ST. TO S. KING ST.

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of CONTINUED ROAD/STREET PURPOSES and pursuant to GMB 1060 last dated January 2, 2019, by and between the Grantor and the CITY OF SEATTLE, a municipal corporation, Grantee, hereby relinquishes and conveys unto the Grantee, all right, title, and interest in and to the following described real property for SIDEWALK situated in King County, State of Washington:

All that portion of the northeast quarter of the southeast quarter of Section 6, Township 24 North, Range 4, East, Willamette Meridian, in King County, Washington, described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 190+31.87 on the SR 99 line survey of SR 99, S. ATLANTIC ST. TO S. KING ST., and 49.93 feet westerly therefrom; thence Northerly to a point opposite HES 192+59.99 on said line survey and 43.39 feet westerly therefrom; thence Northerly along a curve to the left having a radius of 2,908.50 feet, an arc distance of 79.67 feet, to a point opposite HES 193+39.63 on said line survey and 42.21 feet westerly therefrom; thence Northeasterly to a point opposite HES 193+79.51 on

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5/2018

Page 1 of 5 Pages

IC # 7-17-16762 (T13)

said line survey and 2.60 feet easterly therefrom; thence Southerly to a point opposite HES 192+52.34 on said line survey and 18.06 feet easterly therefrom; thence Southerly to a point opposite HES 190+85.74 on said line survey and 3.12 feet easterly therefrom; thence Southerly to a point opposite HES 190+31.59 on said line survey and 1.12 feet easterly therefrom; thence Westerly to the Point of Beginning.

The specific details concerning all of which are to be found on sheet 4 of 5 sheets of that certain plan entitled SR 99, S. ATLANTIC ST. TO S. KING ST., bearing date of approval November 9, 2011, revised February 18, 2022, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington.

Subject to all existing encumbrances, including easement, restrictions, and reservations, if any.

The Grantee herein, its successors or assigns, shall have no right of ingress and egress to, from and between SR 99 and the lands herein described, nor shall the Grantee herein, its successors or assigns be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance or operation of said highway.

The Grantor hereby releases and indemnifies, protects and holds harmless the Grantee and its officers, officials, employees, and agents working within the scope of their employment from all liability and claims (including but not limited to liability and claims for response and remediation costs, administrative costs, fines, charges, penalties, attorney fees and cost recovery or similar actions brought by a governmental or private party including third party tort liability) arising, directly or indirectly, from any presence or release of any Hazardous Substance remaining within or transported from the real property in which an interest is transferred.

The Grantee herein, on behalf of itself and its successors or assigns, covenants and agrees that the above referenced property is transferred for road/street purposes only, and no other use shall be allowed. Should said property cease to be used for road/street purposes said ownership shall automatically revert to Grantor, and Grantee, its successors, or assigns agree to convey by deed the property to Grantor immediately upon Grantor's written notice to Grantee, its successors,

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5/2018

Page 2 of 5 Pages

IC # 7-17-16762 (T13)



or assigns. Further, Grantee, its successors or assigns shall release in the deed all Grantees', successors' or assigns' interest in said property.

The Grantee, on behalf of itself and its successors or assigns, as part consideration herein, does 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 for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.080.

Dated at Olympia, Washington, this 16 day of September, 2022

STATE OF WASHINGTON,  
DEPARTMENT OF TRANSPORTATION -  
GRANTOR

  
\_\_\_\_\_  
Roger Millar, PE, FASCE, FAICP  
Secretary of Transportation

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Assistant Attorney General



STATE OF WASHINGTON )

) : ss

COUNTY OF THURSTON )

On this 16<sup>th</sup> day of September, 2022, 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.



Unofficial Copy

Verna Wuertn  
Notary (print name) Verna Wuertn  
Notary Public in and for the State of Washington,  
residing at Olympia  
My Appointment Expires 6/1/25

Dated at Seattle, Washington, this 26<sup>th</sup> day of July, 2022.

SEATTLE DEPARTMENT OF  
TRANSPORTATION – GRANTEE:

KMS  
Kristen Simpson (Jul 26, 2022 09:53 PDT)  
KRISTEN SIMPSON  
Interim Director of Transportation

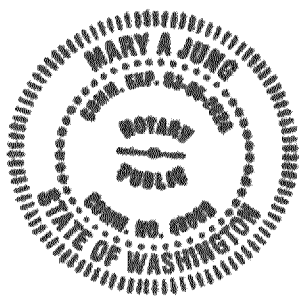
STATE OF WASHINGTON )

) : ss

COUNTY OF KING )

On this 26<sup>th</sup> day of July, 2022, before me personally appeared Kristen Simpson known to me as the Interim Director of Transportation for the Seattle Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the City of Seattle, 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.



Mary A. Jung  
Notary (print name) MARY A. JUNG  
Notary Public in and for the State of Washington,  
residing at Seattle, WA  
My Appointment Expires March 5, 2024

AFTER RECORDING RETURN TO:

City of Seattle  
Department of Transportation  
700 5<sup>th</sup> Avenue – Suite 3800  
P.O. Box 34996  
Seattle, WA 98124-4996  
Attn: Barret Aldrich

THIS RELINQUISHMENT IS BEING RE-RECORDED TO  
CORRECT THE ADJ. TAX PARCEL NUMBER RECORDED  
UNDER KING COUNTY RECORDING NUMBER  
20221003000802 on 10.3.2022.

Document Title: Relinquishment  
Reference Number of Related Document: N/A  
Grantor: State of Washington, Department of Transportation  
Grantee: City of Seattle  
Legal Description: Ptn. NE 1/4 SE 1/4, Sec. 6, T.24N., R.4E., W.M.  
Additional Legal Description is on Pages 1-2 of document  
Assessor's Tax Parcel Number: City street adj. to 766620769501 and ~~7666780000507~~  
766780-0005

RELINQUISHMENT FOR CONTINUED ROAD/STREET PURPOSES

SR 99, S. ATLANTIC ST. TO S. KING ST.

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of CONTINUED ROAD/STREET PURPOSES and pursuant to GMB 1060 last dated January 2, 2019, by and between the Grantor and the CITY OF SEATTLE, a municipal corporation, Grantee, hereby relinquishes and conveys unto the Grantee, all right, title, and interest in and to the following described real property for SIDEWALK situated in King County, State of Washington:

All that portion of the northeast quarter of the southeast quarter of Section 6, Township 24 North, Range 4, East, Willamette Meridian, in King County, Washington, described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 190+31.87 on the SR 99 line survey of SR 99, S. ATLANTIC ST. TO S. KING ST., and 49.93 feet westerly therefrom; thence Northerly to a point opposite HES 192+59.99 on said line survey and 43.39 feet westerly therefrom; thence Northerly along a curve to the left having a radius of 2,908.50 feet, an arc distance of 79.67 feet, to a point opposite HES 193+39.63 on said line survey and 42.21 feet westerly therefrom; thence Northeasterly to a point opposite HES 193+79.51 on

said line survey and 2.60 feet easterly therefrom; thence Southerly to a point opposite HES 192+52.34 on said line survey and 18.06 feet easterly therefrom; thence Southerly to a point opposite HES 190+85.74 on said line survey and 3.12 feet easterly therefrom; thence Southerly to a point opposite HES 190+31.59 on said line survey and 1.12 feet easterly therefrom; thence Westerly to the Point of Beginning.

The specific details concerning all of which are to be found on sheet 4 of 5 sheets of that certain plan entitled SR 99, S. ATLANTIC ST. TO S. KING ST., bearing date of approval November 9, 2011, revised February 18, 2022, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington.

Subject to all existing encumbrances, including easement, restrictions, and reservations, if any.

The Grantee herein, its successors or assigns, shall have no right of ingress and egress to, from and between SR 99 and the lands herein described, nor shall the Grantee herein, its successors or assigns be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance or operation of said highway.

The Grantor hereby releases and indemnifies, protects and holds harmless the Grantee and its officers, officials, employees, and agents working within the scope of their employment from all liability and claims (including but not limited to liability and claims for response and remediation costs, administrative costs, fines, charges, penalties, attorney fees and cost recovery or similar actions brought by a governmental or private party including third party tort liability) arising, directly or indirectly, from any presence or release of any Hazardous Substance remaining within or transported from the real property in which an interest is transferred.

The Grantee herein, on behalf of itself and its successors or assigns, covenants and agrees that the above referenced property is transferred for road/street purposes only, and no other use shall be allowed. Should said property cease to be used for road/street purposes said ownership shall automatically revert to Grantor, and Grantee, its successors, or assigns agree to convey by deed the property to Grantor immediately upon Grantor's written notice to Grantee, its successors,


or assigns. Further, Grantee, its successors or assigns shall release in the deed all Grantees', successors' or assigns' interest in said property.

The Grantee, on behalf of itself and its successors or assigns, as part consideration herein, does 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 for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.080.

Dated at Olympia, Washington, this 16 day of September, 2022

STATE OF WASHINGTON,  
DEPARTMENT OF TRANSPORTATION -  
GRANTOR

  
\_\_\_\_\_  
Roger Millar, PE, FASCE, FAICP  
Secretary of Transportation

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Assistant Attorney General

STATE OF WASHINGTON )

) : ss

COUNTY OF THURSTON )

On this 16<sup>th</sup> day of September, 2022, 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.

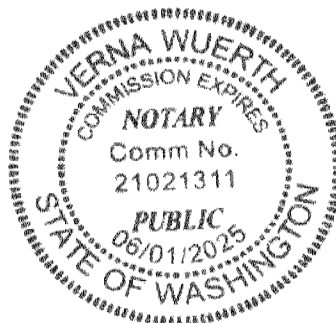
Verna Wuerth

Notary (print name) Verna Wuerth

Notary Public in and for the State of Washington,


residing at Olympia

My Appointment Expires 6/1/25



Dated at Seattle, Washington, this 26<sup>th</sup> day of July, 2022.

SEATTLE DEPARTMENT OF  
TRANSPORTATION - GRANTEE:

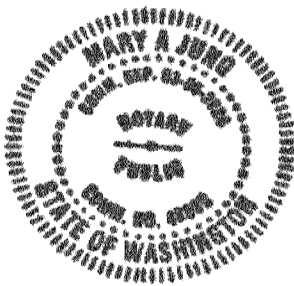
  
Kristen Simpson (Jul 26, 2022 08:53 PDT)

KRISTEN SIMPSON  
Interim Director of Transportation

STATE OF WASHINGTON )  
  ): ss  
COUNTY OF KING      )

On this 26<sup>th</sup> day of July, 2022, before me personally appeared Kristen Simpson known to me as the Interim Director of Transportation for the Seattle Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the City of Seattle, 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.



Mary A. Jung  
Notary (print name) Mary A. Jung  
Notary Public in and for the State of Washington,  
residing at Seattle, WA  
My Appointment Expires March 5, 2024



AFTER RECORDING RETURN TO:

City of Seattle  
Department of Transportation  
700 5<sup>th</sup> Avenue – Suite 3800  
P.O. Box 34996  
Seattle, WA 98124-4996  
Attn: Barret Aldrich

Document Title: Relinquishment  
Reference Number of Related Document: N/A  
Grantor: State of Washington, Department of Transportation  
Grantee: City of Seattle  
Legal Description: Ptn. DT Denny DLC No. 38, Sec. 30, T.25N., R.4E., W.M.  
Additional Legal Description is on Pages 1-2 of document  
Assessor's Tax Parcel Number: City street adj. to 198820115501

RELINQUISHMENT FOR CONTINUED ROAD/STREET PURPOSES

SR 99, THOMAS ST. TO COMSTOCK ST.

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of CONTINUED ROAD/STREET PURPOSES and pursuant to GMB 1060 last dated January 2, 2019, by and between the Grantor and the CITY OF SEATTLE, a municipal corporation, Grantee, hereby relinquishes and conveys unto the Grantee, all right, title, and interest in and to the following described real property for SIDEWALK situated in King County, State of Washington:

All that portion of SR 99 right of way as it existed on September 5, 2020, situate in D.T. Denny D.L.C. No. 38, Township 25 North, Range 4 East, Willamette Meridian, in King County, Washington, lying northerly of Line 1, and lying southerly of Line 2, and lying westerly of Line 3, all hereinafter described:

Line 1

BEGINNING at Highway Engineer's Station (hereinafter referred to as HES) 693+53.24 on the SR 99 line survey of SR 99, THOMAS ST. TO COMSTOCK ST., thence Westerly perpendicular to said line survey to an intersection with Line 3 described below; thence Westerly to a point opposite HES 6TH 114+38 on the

6TH Line survey of said highway and 36 feet westerly therefrom, said point being on the westerly boundary of the property herein being conveyed and the terminus of this line description.

Line 2

BEGINNING at Highway Engineer's Station (hereinafter referred to as HES) 699+46 on the SR 99 line survey of SR 99, THOMAS ST. TO COMSTOCK ST., thence Westerly perpendicular to said line survey to an intersection with Line 3 described below; thence Westerly to a point opposite HES 6TH 120+39 on the 6TH Line survey of said highway and 37.69 feet westerly therefrom, said point being on the westerly boundary of the property herein being conveyed and the terminus of this line description.

Line 3

BEGINNING at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 692+57.81 on the SR 99 line survey of SR 99, THOMAS ST. TO COMSTOCK ST., and 35.71 feet westerly therefrom;  
Thence Northerly to a point opposite HES 693+70 on said line survey and 48 feet westerly therefrom;  
Thence Northerly parallel with said line survey to a point opposite HES 695+20 thereon;  
Thence Northeasterly to a point opposite HES 696+20 on said line survey and 30 feet northwesterly therefrom;  
Thence Northwesterly to a point opposite said HES 696+20 and 42 feet northwesterly therefrom;  
Thence Northeasterly along a curve the right having a radius of 200 feet, an arc distance of 33.05 feet to a point opposite HES 696+50 on said line survey and 37 feet northwesterly therefrom;  
Thence Northeasterly along a curve to the left having a radius of 300 feet, an arc distance of 152.37 feet to a point opposite HES 698+00 on said line survey and 61 feet northwesterly therefrom;  
Thence Northeasterly along a curve to the left having a radius of 1,517 feet, an arc distance of 365.66 feet to a point opposite HES 702+08± on said line survey and 56 feet westerly therefrom, said point being on the south line of Block 4, Eden Addition to the City of Seattle, according to the plat thereof recorded in Volume 1 of Plats, Page 61A, records of King County, Washington, and the terminus of this line description

SUBJECT to all rights of access control as shown on SR 99, THOMAS ST. TO COMSTOCK ST.

The specific details concerning all of which are to be found on sheets 2 and 3 of 5 sheets of that certain plan entitled SR 99, THOMAS ST. TO COMSTOCK ST, bearing date of approval November 9, 2011, revised March 4, 2022, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington.

Subject to all existing encumbrances, including easement, restrictions, and reservations, if any.

The Grantee herein, its successors or assigns, shall have no right of ingress and egress to, from and between SR 99 and the lands herein described, nor shall the Grantee herein, its successors or assigns be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance or operation of said highway

The Grantor hereby releases and indemnifies, protects and holds harmless the Grantee and its officers, officials, employees, and agents working within the scope of their employment from all liability and claims (including but not limited to liability and claims for response and remediation costs, administrative costs, fines, charges, penalties, attorney fees and cost recovery or similar actions brought by a governmental or private party including third party tort liability) arising, directly or indirectly, from any presence or release of any Hazardous Substance remaining within or transported from the real property in which an interest is transferred.

The Grantee herein, on behalf of itself and its successors or assigns, covenants and agrees that the above referenced property is transferred for road/street purposes only, and no other use shall be allowed. Should said property cease to be used for road/street purposes said ownership shall automatically revert to Grantor, and Grantee, its successors, or assigns agree to convey by deed the property to Grantor immediately upon Grantor's written notice to Grantee, its successors, or assigns. Further, Grantee, its successors or assigns shall release in the deed all Grantees', successors' or assigns' interest in said property.

The Grantee, on behalf of itself and its successors or assigns, as part consideration herein, does 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 for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.080.

Dated at Olympia, Washington, this 16 day of September, 20 22

STATE OF WASHINGTON,  
DEPARTMENT OF TRANSPORTATION -  
GRANTOR

  
Roger Millar, PE, FASCE, FAICP  
Secretary of Transportation

APPROVED AS TO FORM:

By:   
Assistant Attorney General

Unofficial Copy

STATE OF WASHINGTON )  
 ): ss  
COUNTY OF THURSTON )

On this 16<sup>th</sup> day of September, 20 22, 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.



Verna Wuerth  
Notary (print name) Verna Wuerth  
Notary Public in and for the State of Washington,  
residing at Olympia  
My Appointment Expires 6/1/25

Dated at Seattle, Washington, this 16 day of August, 20 22.

SEATTLE DEPARTMENT OF  
TRANSPORTATION – GRANTEE:

KMS  
Kristen Simpson (Aug 16, 2022 13:07 PDT)  
KRISTEN SIMPSON  
Interim Director of Transportation

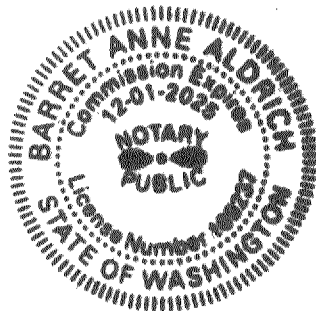
STATE OF WASHINGTON )

) : ss

COUNTY OF KING )

On this 16 day of August, 2022, before me personally appeared Kristen Simpson known to me as the Interim Director of Transportation for the Seattle Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the City of Seattle, 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.



Barret Aldrich  
Notary (print name) Barret Aldrich  
Notary Public in and for the State of Washington,  
residing at Vashon, WA  
My Appointment Expires 12-01-25