

**AFTER RECORDING RETURN TO:**

City of Shoreline  
Attn:  
17500 Midvale Avenue N  
Shoreline, WA 98133

Document Title: Easement  
Reference Number of Related Document:  
Grantor(s): City of Seattle  
Grantee(s): City of Shoreline  
Legal Description: TBD  
Additional Legal Description is on Page \_\_\_\_ of document  
Assessor's Tax Parcel Number: TBD

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**ROADWAY EASEMENT**

**Grantor(s):** The City of Seattle  
**Grantee:** City of Shoreline  
**Abbreviated Legal Description:** PTN NW-NW –SEC 18, T-26N, R4E  
**Assessor's Tax Parcel No(s):** 182604-9232  
**PM No(s):** 260418-2-032

**THE CITY OF SEATTLE**, a Washington municipal corporation, acting by and through its Seattle City Light Department, ("Grantor") is the owner of real property located in the City of Shoreline commonly known as **15500 Aurora Ave N, Seattle, WA, 98133, USA** and more particularly described in the legal description attached as **Exhibit A**, Grantor's Entire Parcel ("Property").

**CITY OF SHORELINE**, a Washington municipal corporation, ("Grantee") has requested an easement from Grantor to construct street, curb, sidewalk, driveway and landscaping improvements according to the plans titled WESTMINSTER WAY N & N 155<sup>TH</sup> ST IMPROVEMENTS ("Plans"), which are attached hereto as **Exhibit B** and by this reference made a part hereof.

**AGREEMENT**

1. **Grant of Easement.** Grantor, for and in consideration of **Thirty-Three Thousand Dollars (\$33,000)** and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, hereby conveys to Grantee, its successors and assigns, a permanent non-exclusive easement ("Easement") within, over, across, through, and upon the portion of the Property, more particularly described in the attached **Exhibit C** and depicted in the attached **Exhibit D** ("Easement Area") for the sole purpose of constructing, operating and maintaining the improvements identified and described on the Plans (altogether the "Improvements"), subject to the terms and conditions contained within this Easement.

**2. Grantee's Use of Easement Area.** Grantee shall apply for any and all permits necessary for the purpose described above. Grantee shall be responsible for all work performed under such permit(s), and for any and all fees that may accrue during review of Grantee's permit application and after issuance of such permit(s).

Grantee, its successors, employees, contractors and assigns will not construct, install, place or allow any building, structure or other improvement within the Easement Area except those improvements as depicted in the described Plans that have been reviewed and accepted by Grantor. Grantor's acceptance of the Plans has been granted as of the date of this Easement. If, for any reason, the Plans undergo any change prior to or during construction, Grantee shall submit the new plans to Grantor for its review and written approval. No work shall commence until Grantee receives Grantor's written approval.

**3. Damage and Restoration.** Grantee is responsible for any damages to Grantor from Grantee's use of the Easement Area, as further specific in paragraph 5 below. If the Easement Area is disturbed or damaged by any of Grantee's activities, Grantee shall replace or restore the Easement Area to a condition that is as good as or better than that which existed prior to the use, or as otherwise agreed by Grantor in writing.

**4. Grantor's Use of Easement Area.** Grantor may use the Easement Area so long as Grantor's use does not interfere with Grantee's described use of the Easement Area. Any other use is subject to written approval by Grantee, which approval shall not be unreasonably withheld.

Grantor reserves the right to locate any electric facilities or other support structures, and any other appurtenances, facilities or equipment in the future pursuant to its ownership of the Property within the Easement Area. Upon request from Grantor, Grantee shall remove any and all above ground structures and materials from the Easement Area that interfere with Grantor's ownership rights.

**5. Representations and Indemnifications.** Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction. Grantee hereby agrees to indemnify Grantor from and against any and all claims, costs, liabilities, and damages that arise from the exercise of the rights granted in this Easement by Grantee or its employees, agents, contractors, or permittees to the extent such claims, costs, liabilities and damages are caused by an act or omission of Grantee or its employees, agents, contractors, or permittees. To the extent governed by RCW 4.24.115, Grantee's obligations under this indemnity shall not apply to the extent that any such claims, costs, liabilities and damages arise from the negligence of Grantor, or Grantor's employees, agents, contractors, or permittees.

- a) Grantee, its successors in interest, agents, employees, subcontractors and assigns, will assume all risk of loss, damage or injury which may result from its use of the Easement Area. It is understood and agreed that any damage to Grantor's Property, caused by or resulting from the use of the Easement Area by Grantee, its successors in interest, agents, employees, subcontractors and assigns may be repaired by Grantor and the actual cost of such repair shall be charged against and be paid by Grantee or its successors.
- b) Grantee, its successors in interest, agents, employees, subcontractors and assigns, agrees that the Grantor shall not be liable for any damages to Grantee's Improvements by reason of any construction, alterations, or maintenance performed in the Easement Area by Grantor, its agents or representatives.
- c) Grantee, their successors in interest, agents, employees, subcontractors and assigns, agrees to protect and save harmless Grantor from all claims, actions or damages of every kind and description, which may accrue from or be suffered by reason of the use of the Easement Area by Grantee, its successors in interest, agents, employees, subcontractors or assigns, or from the

performance of any work in connection with such use; and in case of any such suit or action being brought against Grantor, or damages arising out of or by reason of any of the above causes, Grantee, its successors in interest, agents, employees, subcontractors and assigns shall, upon notice to Grantee, its successors in interest, agents, employees, subcontractors or assigns of commencement of such action, defend the same at the sole cost and expense of Grantee, its successors in interest, agents, employees, subcontractors or assigns, and will fully satisfy any judgment after the said suit shall have been finally determined, if adversely, to the Grantor.

- d) Grantee, its successors in interest, agents, employees, subcontractors and assigns agrees not to use the Easement Area for any other purpose whatsoever except as set forth above, and further agree that the Grantor, by and through the CEO and General Manager of City Light, shall be the sole judge of any conflict or violation of such use as above stated. The Grantor, by and through the CEO and General Manager of City Light, shall have the right at all times to suspend any or all operations within the Easement Area, not expressly permitted or allowed by this Easement, which are deemed to be detrimental to the best interests of Grantor.

**6. Notice.** Wherever in this Easement written notices are to be given or made, they will be served, personally delivered, or sent by certified or overnight mail addressed to the parties at the addresses listed below unless a different address has been designated in writing and delivered to the other party.

GRANTOR:  
The City of Seattle  
Attn: Seattle City Light Real Property Services  
700 Fifth Avenue, Suite 3900  
Seattle, WA 98124

GRANTEE:  
City of Shoreline  
17500 Midvale Ave N  
Shoreline, WA 98133

**7. Binding Effect.** This Easement is binding upon the Property and Grantor, and Grantor's respective heirs, successors and assigns. Grantee shall have the right to transfer or assign this Easement to Grantor and its successors and assigns, but Grantee may not assign it to any other entity without Grantor's prior written approval.

**8. Recording.** Grantee will record this Easement in the real property records of King County, Washington.



Dated and signed on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

Day

Month

Year

Grantee:

**City of Shoreline**, a Washington municipal corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WASHINGTON

}

} SS.

COUNTY OF KING

}

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ is the person who appeared before me, and said person  
acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized  
to execute the instrument and acknowledged it as the  
\_\_\_\_\_ of **CITY OF  
SHORELINE** to be the free and voluntary act of such party for the uses and purposes  
mentioned in this instrument.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Notary Public in and for the State of Washington

Notary (print name): \_\_\_\_\_

Residing at: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

(PER DEED REC. NO. 3954784, SEPT. 29, 1949)

A STRIP OF LAND 100 FEET WIDE SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 18 WHICH IS ALSO A POINT ON THE CENTER LINE OF PRIMARY STATE HIGHWAY NO. 1, NORTH 115TH STREET TO NORTH 160TH STREET, AS NOW LOCATED AND OF RECORD IN THE OFFICE OF THE DIRECTOR OF HIGHWAYS AT OLYMPIA, WA AT HIGHWAY ENGINEER'S SURVEY STATION 185+55.9;

RUN THENCE NORTH 1°09'30" WEST ALONG SAID CENTERLINE A DISTANCE OF 88.50 FEET TO HIGHWAY ENGINEER'S SURVEY STATION 186+44.40;

THENCE SOUTH 88°50'30" WEST A DISTANCE OF 65 FEET TO THE INITIAL POINT OF THIS DESCRIPTION;

THENCE CONTINUING SOUTH 88°50'30" WEST 95 FEET TO A POINT;

THENCE NORTH 1°09'30" WEST AND PARALLEL WITH SAID CENTER LINE A DISTANCE OF 435.6 FEET TO A POINT;

THENCE NORTH 38°38'50" EAST 156.21 FEET TO A POINT WHICH IS 60 FEET DISTANT WESTERLY, WHEN MEASURED AT RIGHT ANGLES FROM SAID CENTER LINE;

THENCE SOUTH 1°09'30" EAST AND PLW SAID CENTER IN 535.60 FEET; THENCE SOUTH 12°52'40" WEST 20.62 FEET, MORE OR LESS, TO THE INITIAL POINT AND THE END OF THIS DESCRIPTION;

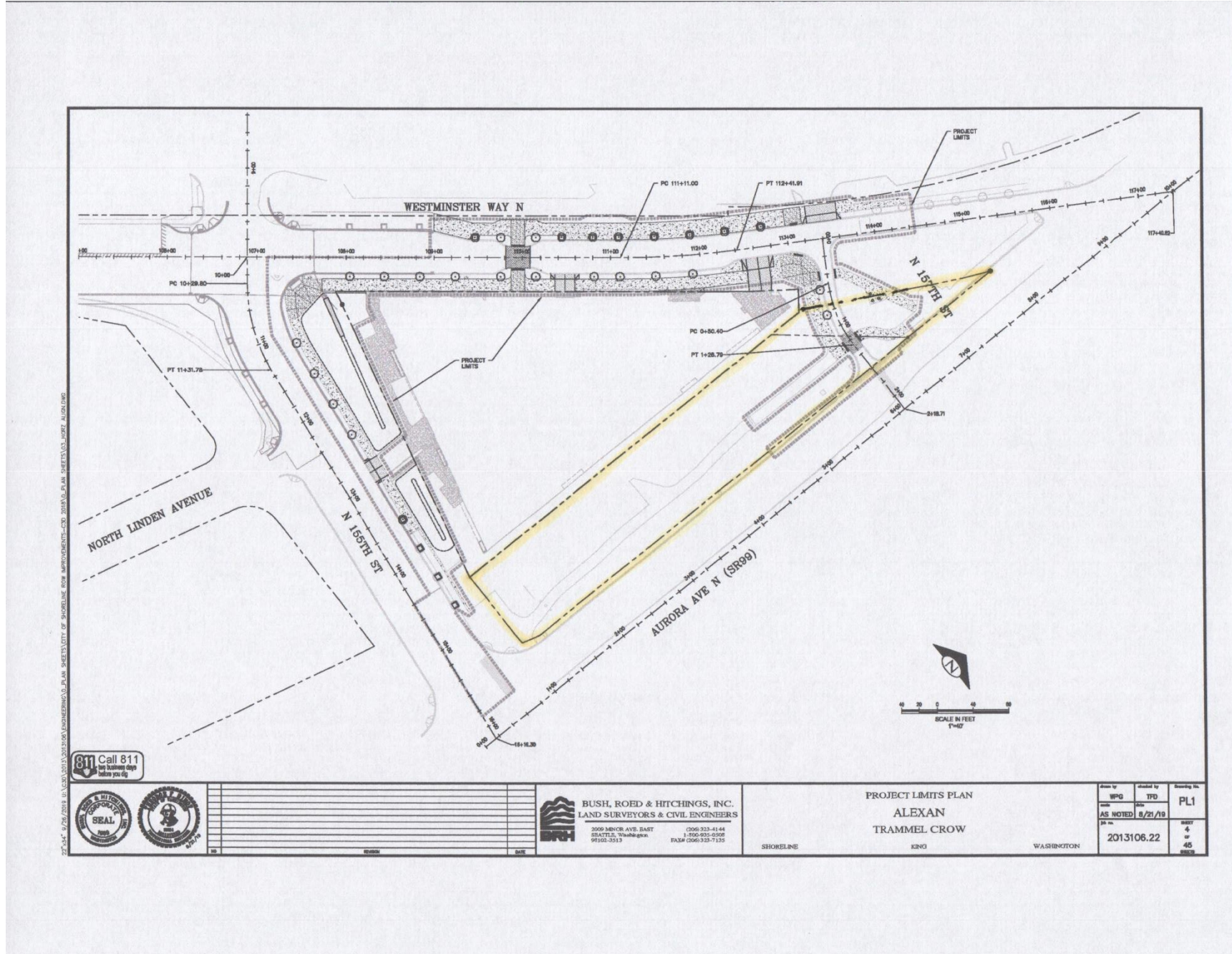
EXCEPTING THEREFROM ALL THAT PORTION OF SAID DESCRIBED STRIP WHICH LIES WITHIN THE RIGHT-OF-WAY OF THE SEATTLE—EVERETT—TRACTION COMPANY (NOW PUGET SOUND POWER & LIGHT COMPANY) AND NOW OWNED BY SAID PUGET SOUND POWER A LIGHT COMPANY. THE LANDS BEING HEREIN CONVEYED CONTAIN AN AREA OF 20.90 ACRES, MORE OR LESS. THE SPECIFIC DETAILS CONCERNING ALL OF WHICH ARE TO BE FOUND WITHIN THAT CERTAIN MAP OF DEFINITE LOCATION NOW OF RECORD AND ON FILE IN THE OFFICE OF THE DIRECTOR OF HIGHWAYS AT OLYMPIA, WA AND BEARING DATE OF APPROVAL MARCH 19, 1948, REVISED SHEET 7 OF 11 JANUARY 7, 1949 AND REVISED SHEET 8 OF 11 SEPTEMBER 17, 1948 AND AS SHOWN OUTLINED IN RED ON BLUEPRINT MAP ATTACHED HERETO AND MADE A PART HEREOF. (SAID MAPS ATTACHED HERETO).

Att 1 – Roadway Easement  
V1

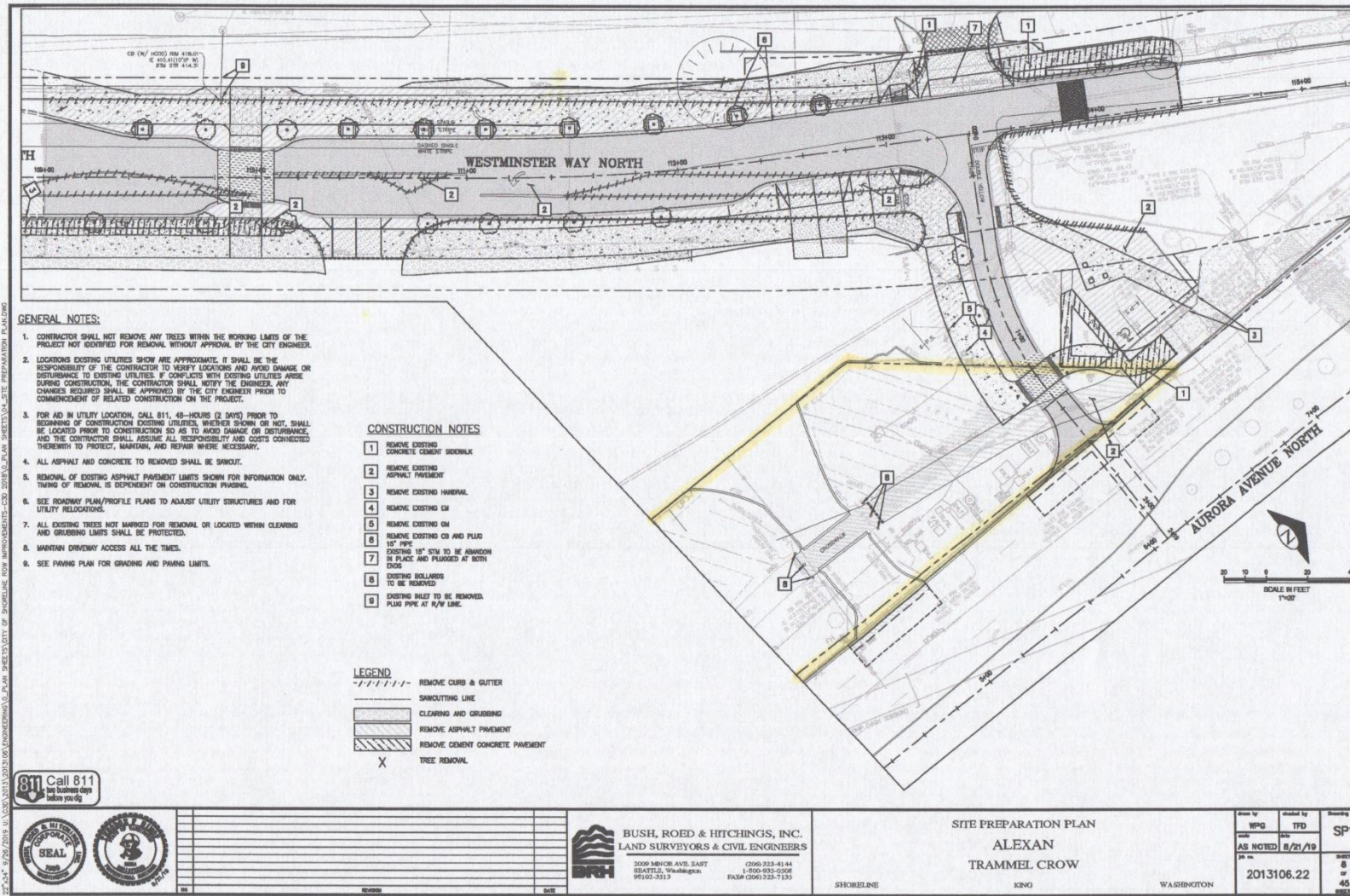
**EXHIBIT “B”**

**PLANS**

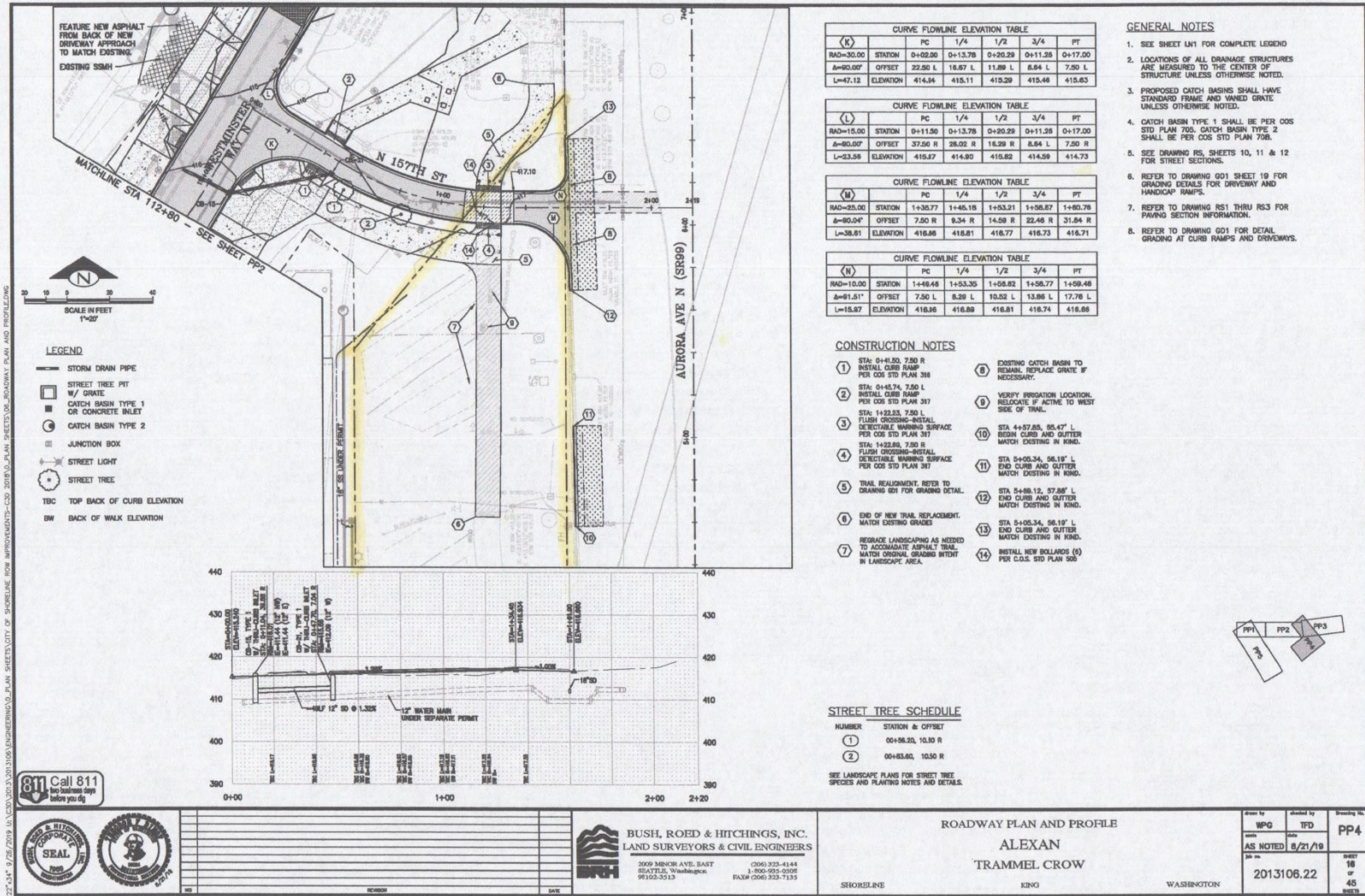
Att 1 – Roadway Easement  
VI











(K)	PC	1/4	1/2	3/4	PT
RAD=30.00	STATION 0+02.00	0+13.78	0+20.29	0+11.28	0+17.00
A=90.00°	OFFSET 22.50 L	18.87 L	11.89 L	8.64 L	7.50 L
L=47.12	ELEVATION 414.94	415.11	415.29	415.46	415.63

(L)	PC	1/4	1/2	3/4	PT
RAD=15.00	STATION 0+11.50	0+13.78	0+20.29	0+11.28	0+17.00
A=90.00°	OFFSET 37.50 R	28.02 R	16.29 R	8.64 L	7.50 R
L=23.58	ELEVATION 416.87	414.80	415.62	414.59	414.73

(M)	PC	1/4	1/2	3/4	PT
RAD=25.00	STATION 1+35.77	1+45.18	1+53.21	1+58.87	1+60.78
A=80.04°	OFFSET 7.50 R	9.34 R	14.58 R	22.48 R	31.84 R
L=38.81	ELEVATION 416.88	418.81	416.77	416.73	416.71

(N)	PC	1/4	1/2	3/4	PT
RAD=10.00	STATION 1+46.48	1+53.35	1+58.82	1+58.77	1+58.48
A=81.51°	OFFSET 7.50 L	8.29 L	10.52 L	13.86 L	17.78 L
L=15.87	ELEVATION 416.88	418.80	416.81	416.74	416.66

**CONSTRUCTION NOTES**

1. STA 0+48.00, 7.50 R. INSTALL CURB RAMP PER C.O.S. STD PLAN 306
2. STA 0+48.74, 7.50 L. INSTALL CURB RAMP PER C.O.S. STD PLAN 317
3. STA 1+23.55, 7.50 L. FLUSH CROSSING-INSTALL DETECTABLE WARNING SURFACE PER C.O.S. STD PLAN 317
4. STA 1+22.80, 7.50 R. FLUSH CROSSING-INSTALL DETECTABLE WARNING SURFACE PER C.O.S. STD PLAN 317
5. TRAIL REALIGNMENT. REFER TO DRAWING 801 FOR GRADING DETAIL.
6. END OF NEW TRAIL REPLACEMENT. MATCH EXISTING GRADE.
7. REGRADE LANDSCAPING AS NEEDED TO ACCOMMODATE ASPHALT TRAIL. MATCH ORIGINAL GRADING INTENT IN LANDSCAPE AREA.
8. EXISTING CATCH BASIN TO REMAIN. REPLACE GRATE IF NECESSARY.
9. VERIFY IRRIGATION LOCATION. RELOCATE IF ACTIVE TO WEST SIDE OF TRAIL.
10. STA 4+57.85, 55.47' L. BEGIN CURB AND GUTTER. MATCH EXISTING IN KIND.
11. STA 5+05.34, 55.19' L. END CURB AND GUTTER. MATCH EXISTING IN KIND.
12. STA 5+58.12, 57.86' L. END CURB AND GUTTER. MATCH EXISTING IN KIND.
13. STA 5+05.34, 55.19' L. END CURB AND GUTTER. MATCH EXISTING IN KIND.
14. INSTALL NEW BOLLARDS (1) PER C.O.S. STD PLAN 508

**GENERAL NOTES**

1. SEE SHEET 1M1 FOR COMPLETE LEGEND
2. LOCATIONS OF ALL DRAINAGE STRUCTURES ARE MEASURED TO THE CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
3. PROPOSED CATCH BASINS SHALL HAVE STANDARD FRAME AND WALKED GRATE UNLESS OTHERWISE NOTED.
4. CATCH BASIN TYPE 1 SHALL BE PER C.O.S. STD PLAN 705. CATCH BASIN TYPE 2 SHALL BE PER C.O.S. STD PLAN 706.
5. SEE DRAWING RS, SHEETS 10, 11 & 12 FOR STREET SECTIONS.
6. REFER TO DRAWING 801 SHEET 19 FOR GRADING DETAILS FOR DRIVEWAY AND HANDICAP RAMPS.
7. REFER TO DRAWING RS1 THRU RS3 FOR PAVING SECTION INFORMATION.
8. REFER TO DRAWING 801 FOR DETAIL GRADING AT CURB RAMPS AND DRIVEWAYS.

**STREET TREE SCHEDULE**

NUMBER	STATION & OFFSET
1	00+58.50, 10.50 R
2	00+83.80, 10.50 R

SEE LANDSCAPE PLANS FOR STREET TREE SPECIES AND PLANTING NOTES AND DETAILS.



Call 811  
before you dig





**BUSH, ROED & HITCHINGS, INC.**  
LAND SURVEYORS & CIVIL ENGINEERS

2500 MINOR AVE. EAST  
SEATTLE, WA 98105  
95105-3313

(206) 323-4144  
1-800-935-0528  
FAX (206) 323-1135

ROADWAY PLAN AND PROFILE  
**ALEXAN**  
TRAMMEL CROW

SHORELINE KING WASHINGTON

Drawn by	MPG	Checked by	TFD	Printing No.	PP4
Date	AS NOTED	Date	8/21/19	Sheet	18 of 45
Job No.	2013106.22			Date	8/21/19

**EXHIBIT "C"**

**LEGAL DESCRIPTION OF ROADWAY EASEMENT AREA**

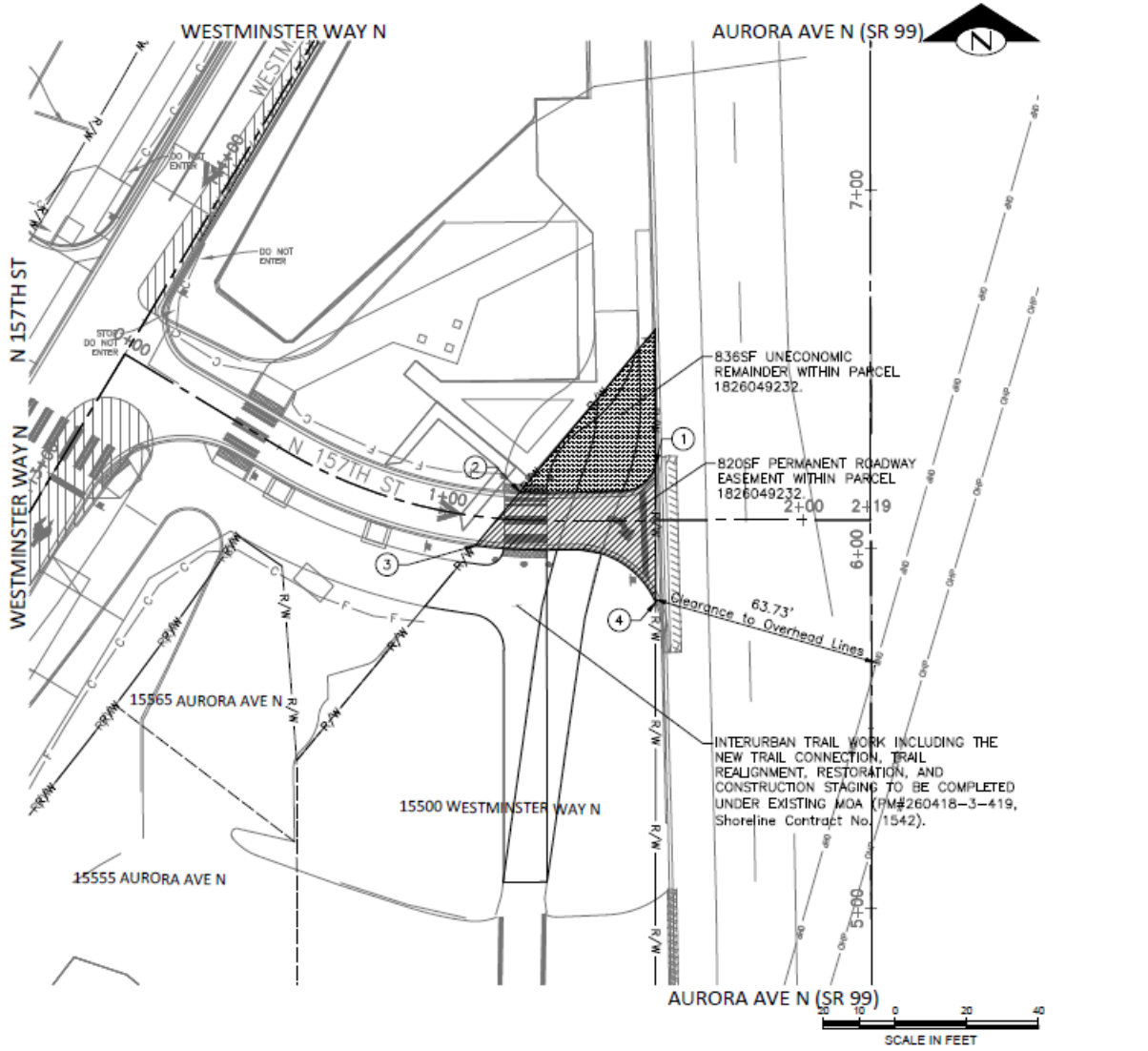
THAT PORTION OF THE PROPERTY DESCRIBED IN DEED RECORDED UNDER NUMBER 3954784 ON SEPTEMBER 29, 1949, RECORDS OF KING COUNTY, WASHINGTON AND SHOWN ON RECORD OF SURVEY RECORDED UNDER NUMBER 2013001900007 ON OCTOBER 1<sup>ST</sup>, 2013, RECORDS OF KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;  
COMMENCING AT THE MOST NORTHERLY CORNER OF SAID PARCEL, SAID POINT ALSO LYING ON THE WESTERLY MARGIN OF THE AURORA AVENUE NORTH, AND ON THE EASTERLY MARGIN OF WESTMINSTER WAY NORTH;  
THENCE SOUTH 0°02'25" EAST ALONG SAID WESTERLY MARGIN OF AURORA AVENUE NORTH, A DISTANCE OF 37.94 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUING SOUTH 0°02'25" EAST ALONG SAID MARGIN, A DISTANCE OF 39.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 24.50 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 69°26'02" EAST;  
THENCE NORTHWESTERLY 29.71 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°28'27";  
THENCE SOUTH 89°57'35" WEST, A DISTANCE OF 8.98 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTH HAVING A RADIUS OF 148.50 FEET;  
THENCE NORTHWESTERLY 18.24 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°02'16" TO A POINT ON SAID EASTERLY MARGIN OF WESTMINSTER WAY NORTH;  
THENCE ON A NON-TANGENT LINE NORTH 39°45'55" EAST ALONG SAID MARGIN, A DISTANCE OF 19.65 FEET;  
THENCE SOUTH 88°06'50" EAST, A DISTANCE OF 7.28 FEET;  
THENCE NORTH 89°57'35" EAST, A DISTANCE OF 21.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 9.50 FEET;  
THENCE NORTHEASTERLY 12.75 FET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 76°55'00" TO THE POINT OF THE BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.





CONTAINING AN AREA OF 820 SQUARE FEET, MORE OR LESS.

**EXHIBIT “D”**

**SKETCH OF ROADWAY EASEMENT**



**ROW LEGEND**

-  PROPOSED EASEMENT
-  UNECONOMIC REMAINDER
-  PROPERTY LINES
-  RIGHT-OF-WAY LINE

**PARCEL INFORMATION**

PARCEL	PARCEL (PARCEL NO.)	PARCEL ADDRESS	OWNERSHIP (TAXPAYER)
①	1826049232	15500 WESTMINSTER WAY N 98133	SEATTLE CITY OF SCL