

Record Date:8/17/2022 7:54 AM

Electronically Recorded King County, WA EXCISE TAX NOT REQUIRED BY PAUL JUNG, DEPUTY

Att 1 - Drainage Easement  
V1

## ATTACHMENT 1

Recorded Requested By And  
When Recorded Mail To:

Pree Carpenter  
City of Seattle SPU – DWW  
700 5<sup>th</sup> Ave, Suite 4900-RPS  
PO Box 34018  
Seattle WA 98124-4108

### DRAINAGE EASEMENT

Grantor (insert correct title):..... Hong Zhang and Xiang Chen, a married couple  
Grantee (insert correct title):..... City of Seattle  
Legal Description (abbreviated)..... ptn Lot 3, Blk 2, Sunrise Terrace Pk, Vol 45 Pg 4  
Assessor's Tax Parcel ID#:..... 812410-0031  
Reference No(s):..... na

**SPU R/W # 2021-013-001**

THIS EASEMENT granted this 28 day of May, 2022, by  
**Hong Zhang and Xiang Chen, a married couple** ("Grantor"), to the City of Seattle  
("City"), a municipal corporation of the State of Washington, acting by and through its Seattle  
Public Utilities Department ("SPU") ("Grantee").

WHEREAS: SPU, in its charge to resolve public flooding and drainage problems, and to  
assure proper surface water drainage flow control over and around steep slopes and landslide  
prone areas, endeavors to resolve public drainage concerns within 41<sup>st</sup> Ave NE and Westwood  
Pl NE, and

WHEREAS, SPU strives to maintain drainage within its natural drainage courses, and

WHEREAS, both Parties acknowledge that no action by the City contemplated in the  
Plans, if the Plans are complied with, has the potential to undermine roadway stability, cause  
erosion to public and/or private property, and decrease slope stability, and

WHEREAS, the Grantors are property owners of the private property parcel listed below,

BE IT RESOLVED that this Easement Agreement addresses the concerns of the Parties  
involved, and

WITNESSETH: Grantor, for and in consideration of the sum of Twenty Thousand  
Dollars (\$20,000.00), and other valuable consideration, receipt of which is hereby

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acknowledged, hereby conveys and grants to Grantee and its successors and assigns, an Easement ("Easement") to install, construct, reconstruct, erect, alter, improve, repair, operate and maintain one 12-inch diameter surface-mounted stormwater culvert pipe, pursuant to the City's approved Utility and Restoration Plan #265-487 for Street Use Permit Number SUUMP0000197 issued October 18, 2021 (the "Plans"), over, under, through, across, along and upon the following described real property located in King County, Washington:

Legally described as Parcel B on Exhibit A, a copy of which is attached and incorporated herein, hereto in the precise 10 foot wide strip of land legally described in Exhibit A as the Legal Description Drainage Area From Tax Parcel No. 8124100031 and depicted on Exhibit B, a copy of which is attached and incorporated herein (the "Easement Area").

Grantee, its employees, agents, contractors, subcontractors, consultants, representatives and/or licensees shall have the right without prior institution of any suit or proceeding at law, to enter upon said Easement Area for the purposes herein described, and in accordance with the City's Plans, without incurring any legal obligation or liability therefore, and except as provided herein, Grantee shall not be responsible for the restoration or repair of any of Grantor's improvements destroyed or damaged by aforesaid facilities, and further EXCEPTING, that where excavation is required in paved areas, Grantee shall backfill and restore the area using standard City roadway patching procedures.

During and after construction, while this proposed drainage pipe system remains in service, the City shall reestablish roadway stability with a new rock buttress and newly restored roadway pavement. The City shall continue regular roadway and utility maintenance to protect the roadway edge and water service lines at the (pre-project) culvert outlet. The Parties recognize that erosion at the (pre-project) culvert outlet has the potential to undermine the edge of Westwood Ave NE and compromise the water service pipes that run under the roadway. The City shall install the rock buttress as provided in the Plans; provided however, if further instability ensues in this area, the City shall comply with best practices to ensure its engineer's intentions are put into place and shall update the Plans if necessary to address any instability created by the City's construction.

Grantor shall have the right to use said property in any way and for any other legal purpose not inconsistent with the rights herein granted.

Grantor hereby agrees that no building, fence, wall, rockery, trees, shrubbery or obstruction of any kind shall be erected or planted, or any fill material will be placed within the boundaries of said Easement Area without the written permission of the City of Seattle's GM/CEO of Seattle Public Utilities or their designee.

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Grantor agrees to allow the City, its agents or assigns, the temporary use of such additional area immediately adjacent to said Easement Area, as shall be required for the construction, reconstruction, maintenance and operation of said drainage culvert facilities pursuant to the Plans. Said area will be returned to as good a condition as it was immediately before the property was entered upon by the City or its agents. Nothing in this paragraph shall be construed to authorize Grantee to install anything other than one 12-inch diameter surface-mounted stormwater pipe.

In an emergency Grantee shall have the right to close the Easement Area and to cut into any private roadway without prior notice.

Grantor waives any present or future claim against Grantee relating to hazardous substances, pollutants, or contaminants, and shall indemnify and defend Grantee from any such claim, including enforcement action by a regulatory agency, unless the hazardous substances, pollutants or contaminants result from Grantee's operations.

Notwithstanding anything to the contrary herein, Grantee shall not construct or install any improvements on or in the Easement Area that exceed three feet in height above the currently existing levels of the Property.

To the extent allowed by law, including but not limited to RCW 35.32A.090 and RCW 4.24.115, Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all claims, demands, suits, damages, loss or liability, including attorney's fees and costs of suit, arising from Grantee's exercise of the rights granted herein except to the extent such claims, demands, suits, damages, loss or liability arise out of the negligence of Grantor. Grantee expressly and specifically waives its immunity and defenses under the industrial insurance provisions of Title 51 RCW, which waiver is solely for the purpose of giving full force and effect to the foregoing indemnity. This waiver has been mutually negotiated by the parties.

Subject to SPU's prior approval, which shall not be unreasonably withheld, Grantor or its successor shall have the right to move Grantee's 12-inch pipe at any time in the future to another location on the Property, whether or not the new location is outside the Easement Area, so long as the function of and access to said pipe is not diminished and the pipe outlet is maintained at its approximate same post-construction location within Grantee's right of way.

Subject to SPU's prior approval, which shall not be unreasonably withheld, Grantor or its successor shall have the right to build over the Easement Area (e.g. a cantilevered residence) so long as the function of and maintenance access to Grantee's 12-inch pipe system is not diminished, and Grantee retains the right, privilege and authority to install, construct, reconstruct, erect, alter, improve, repair, operate and maintain one 12-inch diameter surface-

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mounted stormwater culvert pipe within the Easement Area provided capacity needs of the system remain met, as determined by the Grantee.

In addition, Grantor acknowledges it will comply with any other laws or government regulations regarding improvements in environmentally critical areas, as and if applicable to the Property, including obtaining any required permits and approvals from government agencies. If Grantor exercises this right, Grantor shall move Grantee's pipe system at Grantor's sole cost and expense. If Grantor exercises this right and the pipe system is moved outside the Easement Area, Grantor, at Grantors cost, has the right to, and shall, amend this Drainage Easement with a new legal description and new map (Exhibit B) to reflect the new Easement Area with the written permission of the City of Seattle's Real Property Manager of Seattle Public Utilities or their designee.

This agreement and each of the terms, provisions, conditions and covenant herein, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

The term of this Easement shall commence upon the giving by SPU of at least two weeks prior written notice that construction of the project will commence, and will only terminate if SPU abandons the portion of the culvert on Grantor's property. Grantor is not entitled to receive additional payments for the Easement beyond what is agreed upon herein.

**GRANTOR: Hong Zhang and Xiang Chen, a married couple**

By:   
\_\_\_\_\_  
Hong Zhang

  
\_\_\_\_\_  
Xiang Chen

(Notary blocks on following page.)

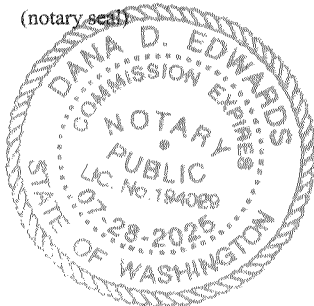
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STATE OF WASHINGTON)  
COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that XIANG CHEN is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(notary seal)



Signature: Dana D Edwards

Print name: Dana D. Edwards

Notary Public in and for the State of Washington

Residing at: Kenmore

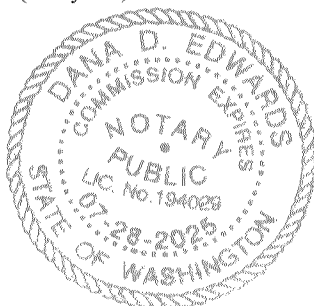
My commission expires: 07/28/2025

STATE OF WASHINGTON)  
COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that HONG ZHANG is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(notary seal)



Signature: Dana D Edwards

Print name: Dana D. Edwards

Notary Public in and for the State of Washington

Residing at: Kenmore

My commission expires: 07/28/2025

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Approved as to form:

Judith L. Cross  
Division Manager  
Real Property Services  
Seattle Public Utilities

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 11<sup>th</sup> day of AUGUST, 2021, before me personally appeared **Judith L. Cross** to me known to be the Division Manager of Real Property Services at Seattle Public Utilities, a department of the City of Seattle, the Washington municipal corporation that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that she/he was authorized to execute said instrument on behalf of the City of Seattle.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(notary seal)

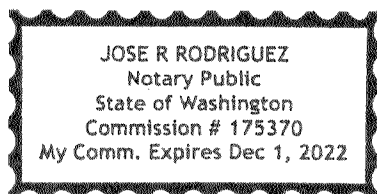
Signature:

Print name:

Notary Public in and for the State of Washington

Residing at: SEATTLE

My commission expires: 12/1/2022



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**EXHIBIT A**

**LEGAL DESCRIPTION FOR DRAINAGE EASEMENT  
FROM TAX PARCEL NO. 8124100031**

A 10.00 foot-wide strip of land across a portion of the below described PARENT PARCEL, lying within GOV'T Lot 1, Section 22 Township 26 North, Range 4 East, W.M., King County, Washington, the sidelines of said 10.00 foot-wide strip lying parallel to and 5.00 feet on either side of the following described centerline:

Commencing at the northwest corner of the below described **PARCEL B**, said point also lying on the southerly margin of 41<sup>st</sup> Ave NE; thence southeasterly along said southerly margin and the arc of a 165.00 foot radius curve, concave northeasterly, from which the radius point bears North 35°58'13" East, through a central angle of 14°58'09" an arc distance of 43.11 feet to the POINT OF BEGINNING of said centerline; thence leaving said southerly margin along a 62.00 foot radius non-tangent curve, concave southeasterly, from which the radius point bears South 75°30'48" East, through a central angle of 25°27'27" an arc distance of 27.55 feet to a point of reverse curvature for a 50.00 foot radius curve, concave southwesterly, thence along said curve through a central angle of 25°53'15" an arc distance of 22.59 feet; thence South 14°55'00" West, 33.44 feet; thence South 04°21'44" West, 34.90 feet, more or less, to a point on the northerly margin of Westwood PL NE and the terminus of said centerline description, the sidelines of said 10.00 foot-wide strip to be extended or shortened to terminate at said southerly margin of said 41<sup>st</sup> Ave NE and at said northerly margin of Westwood PL NE, containing 1,184 square feet, more or less.

**PARCEL B**

THAT PORTION OF LOT 3, BLOCK 2, SUNRISE TERRACE PARK, AS RECORDED IN VOLUME 45 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON, AS DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 20210316003343, RECORDS OF KING COUNTY, WASHINGTON, FURTHER DESCRIBED AS FOLLOWS:

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BEGINNING AT THE NORTHEAST CORNER OF SAID LOT, SAID CORNER BEING ON A 165 FOOT RADIUS CURVE CONCAVE TO THE NORTH, A RADIAL AT SAID CORNER BEARING NORTH 06°08'47" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE AND NORTH LINE OF SAID LOT, A DISTANCE OF 85.89 FEET TO A POINT OF TANGENCY; THENCE SOUTH 19°03'38" WEST 106.02 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE SOUTH 58°19'15" EAST ALONG SOUTHERLY LINE 68.08 FEET TO A POINT OF CURVATURE OF A 209.05 FOOT RADIUS CURVE TO THE RIGHT, THENCE ALONG SAID CURVE AND SOUTHERLY LOT LINE 8.92 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE NORTH 55°09'47" EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 67.53 FEET TO THE MOST EASTERLY CORNER THEREOF; THENCE NORTH 05°33'55" WEST 72.06 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: NORTH 54°01'47" WEST, CENTERLINE OF 41<sup>ST</sup> AVE NE, AS DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 20210316003343, RECORDS OF KING COUNTY, WASHINGTON.



**EXHIBIT B**  
 A PORTION OF GOV'T LOT 1, SEC 22, T 26 N, R 4 E, W.M.

10-FOOT WIDE DRAINAGE EASEMENT AREA: 1,184 SQ FT

TAX PARCEL 8124100032

TAX PARCEL 8124100031 LOT 3, BLOCK 2 SUNRISE TERRACE PARK

TAX PARCEL 8124100020

WESTWOOD PL NE

41ST AVE NE

POB

FND MIC

PARCEL LINE

NTS

BASIS OF BEARINGS:  
 N54°01'47"W, CENTERLINE OF 41ST AVE NE

**GREGORY CHARLES BROOKS**  
 STATE OF WASHINGTON  
 PROFESSIONAL LAND SURVEYOR  
 44827

SPU	
DRAWN:	GCB
CHECKED:	CSR
SCALE:	NTS

SPU DRAINAGE EASEMENT  
 KING COUNTY TAX  
 PARCEL NO. 8124100031

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### Consent of Lien Holder

Wells Fargo Bank, N.A. ("Lien Holder"), is the current holder of a Deed of Trust dated March 16, 2021 as recorded in Instrument No. 20210316003344, Book/Page N/A Pg N/A hereby consents to the grant of the foregoing Drainage Easement dated May 28, 2022 and signed by Hong Zhang and Xiang Chen, a married couple and joins in the execution hereof solely as Lien Holder and hereby does agree that in the event of the foreclosure of said mortgage, or other sale of said property described in said mortgage under judicial or non-judicial proceedings, the same shall be sold and the same is hereby deemed to be sold subject to said Easement.

SIGNED AND EXECUTED this 28 day of July, 2022

Wells Fargo Bank, N.A.

By:

Name:

Title:

David B. Johnson

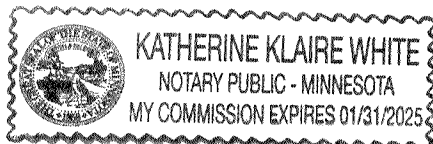
**VICE PRESIDENT**

State of Minnesota

County of Hennepin

This instrument was acknowledged before me on 7-28-2022 (date)  
by David B. Johnson (name(s) of person(s) as  
VICE PRESIDENT (type of authority, e.g., officer,  
trustee, etc.) of Wells Fargo Bank, N.A., a national banking association.

(Stamp)



Katherine Klaire White

Signature of notarial officer Katherine Klaire White

Notary Public

My commission expires: 01-31-2025