



SEATTLE CITY COUNCIL

Legislative Summary

CB 119042

Record No.: CB 119042

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125398

In Control: City Clerk

File Created: 06/12/2017

Final Action: 09/08/2017

Title: AN ORDINANCE relating to the Department of Finance and Administrative Services; authorizing the Director of the Department of Finance and Administrative Services or the Director's designee to grant two easements to the State of Washington over and under a portion of real property known as Fire Station 22; and authorizing the Director of the Department of Finance and Administrative Services or the Director's designee to acquire, accept, and record on behalf of The City of Seattle two easements from the State of Washington over a portion of State right of way, and to place the property rights granted to the City under the jurisdiction of the Department of Finance and Administrative Services.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Burgess

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Ex A - Access Easement to WSDOT, Ex B - Subterranean Easement to WSDOT, Ex C - Access Easement to The City of Seattle (Miller), Ex D - Access Easement to The City of Seattle (Davis)

Drafter: julie.tobin@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

Yes

No

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	07/18/2017	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	07/18/2017	sent for review	Council President's Office			

Action Text: The Council Bill (CB) was sent for review. to the Council President's Office

Notes:

- 1 Council President's Office 07/24/2017 sent for review Affordable Housing, Neighborhoods, and Finance Committee
Action Text: The Council Bill (CB) was sent for review. to the Affordable Housing, Neighborhoods, and Finance Committee
Notes:
- 1 Full Council 07/31/2017 referred Affordable Housing, Neighborhoods, and Finance Committee
- 1 Affordable Housing, Neighborhoods, and Finance Committee 08/16/2017 pass Pass
Action Text: The Committee recommends that Full Council pass the Council Bill (CB).
Notes:
In Favor: 3 Chair Burgess, Vice Chair Herbold, Member Johnson
Opposed: 0
- 1 Full Council 09/05/2017 passed Pass
Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:
In Favor: 8 Councilmember Bagshaw, Councilmember Burgess, Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant
Opposed: 0
- 1 City Clerk 09/06/2017 submitted for Mayor's signature Mayor
- 1 Mayor 09/08/2017 Signed
- 1 Mayor 09/08/2017 returned City Clerk
- 1 City Clerk 09/08/2017 attested by City Clerk
Action Text: The Ordinance (Ord) was attested by City Clerk.
Notes:
-

CITY OF SEATTLE

ORDINANCE 125398

COUNCIL BILL 119042

..title

AN ORDINANCE relating to the Department of Finance and Administrative Services; authorizing the Director of the Department of Finance and Administrative Services or the Director's designee to grant two easements to the State of Washington over and under a portion of real property known as Fire Station 22; and authorizing the Director of the Department of Finance and Administrative Services or the Director's designee to acquire, accept, and record on behalf of The City of Seattle two easements from the State of Washington over a portion of State right of way, and to place the property rights granted to the City under the jurisdiction of the Department of Finance and Administrative Services.

WHEREAS; the Fire Facilities and Emergency Response Levy Program proposed under Ordinance 121230 was approved by Seattle voters on November 4, 2003; and

WHEREAS, the Fire Facilities and Emergency Response Levy Program is funded pursuant to Ordinance 121380 and provides for the rebuilding of Fire Station 22 at its existing location; and

WHEREAS, The City of Seattle (City) designed the new Fire Station 22 so that vehicles and equipment can pull into the equipment bays, instead of backing into the bays, as the existing fire station requires; and

WHEREAS, this design requires the City to acquire from the State of Washington two access easements over State right-of-way; and

WHEREAS, the State of Washington needs to obtain from the City a subsurface easement under a portion of Fire Station 22, in order to install tie backs for a new retaining wall to be constructed as part of the State's SR 520 project; and

1 WHEREAS, the State of Washington also needs to obtain from the City an access easement over
2 a portion of Fire Station 22, in order to provide vehicular access to a Washington State
3 Patrol building; and

4 WHEREAS, the Department of Finance and Administrative Services has negotiated the
5 preliminary terms and conditions of the easements, NOW, THEREFORE,

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

7 Section 1. The Director of the Department of Finance and Administrative Services or the
8 Director's designee is authorized to grant to the State of Washington, acting by and through its
9 Department of Transportation, an Access Easement substantially in the form attached to this
10 ordinance as Exhibit A, for lands situated in King County, State of Washington and which are
11 generally described as a portion of the western 10 feet of a portion of Lots 1 and 2, Block 3
12 Miller's Second addition to Seattle, Vol 10 of Plats page 70.

13 Section 2. The Director of the Department of Finance and Administrative Services or the
14 Director's designee is authorized to grant to the State of Washington, acting by and through its
15 Department of Transportation, a Subterranean Easement substantially in the form attached to this
16 ordinance as Exhibit B, for lands situated in King County, State of Washington and which is
17 generally described as a portion of the southerly 20 feet of a portion of Lots 1 and 2, Block 3
18 Miller's Second addition to Seattle, Vol 10 of Plats page 70.

19 Section 3. The Director of the Department of Finance and Administrative Services or the
20 Director's designee is authorized to accept two easements granted by the State of Washington,
21 acting by and through its Department of Transportation, substantially in the forms attached to
22 this ordinance as Exhibits C and D, for State right-of-way located generally over right-of-way

1 adjacent to a portion of lots 1 and 2, block 3 Miller's Second addition to Seattle, Vol 10 of Plats
2 page 70.

3 Section 4. The real property interests in the easements attached to this ordinance as
4 Exhibits C and D, when recorded, shall be placed under the jurisdiction of the Department of
5 Finance and Administrative Services and designated for general municipal purposes.

6

1 Section 5. 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 5th day of September, 2017,
5 and signed by me in open session in authentication of its passage this 5th day of
6 September, 2017.

7 

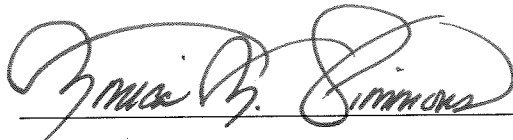
8 President _____ of the City Council

9 Approved by me this 8th day of September, 2017.

10 

11 Edward B. Murray, Mayor

12 Filed by me this 8th day of September, 2017.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)

16 Exhibits:
17 Exhibit A – Access Easement to WSDOT
18 Exhibit B – Subterranean Easement to WSDOT
19 Exhibit C – Access Easement to The City of Seattle (Miller)
20 Exhibit D – Access Easement to The City of Seattle (Davis)
21
22

Document Title: Access Easement
Reference Number of Related Document: N/A
Grantor: City of Seattle
Grantee: State of Washington, Department of Transportation
Legal Description: Ptn. Lots 1 & 2, Blk 3, Miller's Second Addition to Seattle, Vol 10 of Plats,
page 70
Additional Legal Description is on Page 1 and 2 of Document.
Assessor's Tax Parcel Number: 553510-0285-07

ACCESS EASEMENT
(Non-Exclusive)

State Route 520, Exhibit Map Parcel 1-23718

The CITY OF SEATTLE, Grantor, for and in consideration of SIXTEEN THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$16,600), hereby grants and conveys unto the STATE OF WASHINGTON, acting by and through its Department of Transportation, Grantee, its successors and/or assigns, a non-exclusive easement for ingress and egress, over, across and upon the following describe real property situated in King County Washington:

That portion of the hereinafter described Parcel A described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 2339+09.98 on State Route 5 NE-RAMP line survey as shown on Exhibit Map SR 520 Parcel 1-23718 and 259.56 feet Northwesterly therefrom, said point being on the Westerly line of said PARCEL A; thence Northerly along the West line of said PARCEL A, to a point opposite HES 2339+13.92 on said line survey and 273.41 feet Northwesterly therefrom, said point also being on the West line of said PARCEL A; thence Northerly to a point opposite HES 2339+28.44 on said line survey and 329.17 feet Northwesterly therefrom, said point also being on the Northwest corner of said PARCEL A; thence Easterly to a point opposite HES 2339+37.42 on said line survey and 324 feet Northwesterly therefrom; thence Southerly to a point opposite HES

2339+19.60 on said line survey and 253.93 feet Northwesterly therefrom, thence Westerly to the point of beginning.

Parcel "A":

Lot 1 and that portion of Lot 2 lying Northerly of a line extending from the Southwest corner of said lot to a point on the Easterly line of said lot which is 30 feet South of the Northwest corner thereof, all in Block 3 of Miller's Second Addition to Seattle per plat recorded in Volume 10 of plats, page 70, records of King County, together with that portion of the East half of Broadway Avenue East, acquired by operation of law, adjacent to said lots on the West.

The lands herein described contain an area of 1086 square feet, more or less, the specific details concerning all of which are to be found on Sheet 1 of that certain plan entitled, Exhibit Map SR 520 Parcel 1-23718 now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval October 30, 2015, and revised June 3, 2016.

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

Grantee, its successors or assigns, agrees to, and shall maintain the property in good, sanitary, and safe repair. Grantee, its successors or assigns, agrees to, and shall repair any damages caused by or arising out of its use.

Should this non-exclusive easement cease to be used for the above described purposes this non-exclusive easement shall automatically terminate and all rights shall revert to Grantor. Upon such termination, Grantee, its successors or assigns, agrees to execute a Release of Easement releasing all rights granted herein immediately upon Grantor's written notice.

The Grantee herein, on behalf of itself and its successors or assigns, as part consideration paid herein, waives and/or releases Grantor from any past, present, or future claims for damages directly or indirectly caused by highway drainage or runoff, and further Grantee, its successors or assigns, shall have no right of compensation for damages to the property herein conveyed caused directly or indirectly by highway drainage or runoff.

The Grantee, its successors or assigns, shall protect, save, and hold harmless the Grantor, its agents and employees, from all claims, actions, costs, damages (both to persons and/or property), or expenses of any nature whatsoever by reason of the acts or omissions of the

Grantee, its agents, contractors, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities related to this deed. The Grantee, its successors or assigns, further agrees to defend the Grantor, its agents or employees in any litigation, including payment of any judgments, costs or attorney's fees, for any claims or action commenced arising out of or in connection with acts or activities related to this deed. This obligation shall not include such claims, costs, damages (both to persons and/or property), or expenses which may be caused by the sole negligence of the Grantor or its agents and/or employees; provided that, if the claims or damages are caused by or result from the concurrent negligence of (a) the Grantor, its agents or employees and (b) the Grantee, its agents, contractors, licensees, invitees, employees, and/or any other person, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or Grantee's agents, contractors, licensees, invitees, employees and/or any other person.

Grantee's indemnity obligations are limited to funds that have been appropriated and are available at the time an indemnity claim is made.

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.

It is understood and agreed that delivery of this easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

It is understood and agreed that delivery of this easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Seattle unless and until accepted and approved by the Seattle City Council.

Dated this _____ day of _____, 2017

CITY OF SEATTLE, acting by and through its
Department of Finance and Administrative Services

By: _____

Name: _____

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____

Name: _____

Acquisition Program Manager

Date: _____

STATE OF WASHINGTON)

County of King)ss
)

On this ____ day of _____, 2017, before me personally appeared _____, for the City of Seattle, acting by and through its Department of Finance and Administrative Services, and that he/she executed the within and foregoing instrument to be the free and voluntary act and deed of said City of Seattle, for the uses and purposes therein set forth, and on oath states that he/she is authorized to execute said instrument.

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

Notary Public in and for the State of
Washington, residing at _____
My commission expires _____

Document Title: Subterranean Easement
Reference Number of Related Document: N / A
Grantor: City of Seattle
Grantee: State of Washington, Department of Transportation
Legal Description: Ptn. Lots 1 & 2, Blk 3, Miller's Second Addition to
Seattle, Vol 10 of Plats, page 70
Additional Legal Description is on Pages 1 and 2 of Document
Assessor's Tax Parcel Number: 553510-0285-07

SUBTERRANEAN EASEMENT
For placement of Subsurface Retaining Wall Tie Backs
(Non- Exclusive)

State Route 520, Exhibit Map Parcel 1-23718

The CITY OF SEATTLE, Grantor, for and in consideration of TWELVE THOUSAND THREE HUNDRED DOLLARS, (\$12,300) conveys and grants unto the State of Washington, acting by and through its Department of Transportation, (Grantee), a subterranean easement, under, the hereinafter described lands, for the purpose of constructing, installing, operating and maintaining subterranean retaining wall tiebacks. Said lands being situated in King County, State of Washington, and described as follows:

That portion of the hereinafter described Parcel A described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 2339+03.13 on the State Route 5 NE-RAMP line survey as shown on Exhibit Map SR 520 Parcel 1-23718 and 236.57 feet Northwesterly therefrom, said point being the southwest corner of said PARCEL A; thence northerly along the west line of said Parcel A to a point opposite HES 2339+09.98 on said line survey and 259.56 feet Northwesterly therefrom; thence Easterly to a point opposite HES 2339+19.60 on said line survey and 253.93 feet Northwesterly therefrom; thence Easterly to a point opposite HES 2339+27.97 on said line survey and 249.27 feet Northwesterly therefrom; thence Northeasterly to a point opposite HES 2340+37.57 on said line survey and 230.52 feet Northwesterly therefrom, said point also being on the East line of said Parcel A; thence Southerly along said East line; to a point opposite HES 2340+35.37 on said line survey and 220.19 feet Northwesterly therefrom, said point also being on the East line of said Parcel A; thence Southerly along said East line, to a point opposite HES 2340+30.66 on said line survey and 206.14 feet Northwesterly therefrom, said point also being the Southeast corner of said Parcel A; thence Southwesterly to a point opposite HES

2339+22.94 on said line survey and 225.26 feet Northwesterly therefrom, said point also being on the Southerly line of said Parcel A; thence Westerly to the point of beginning.

Parcel "A":

Lot 1 and that portion of Lot 2 lying Northerly of a line extending from the Southwest corner of said lot to a point on the Easterly line of said lot which is 30 feet South of the Northwest corner thereof, all in Block 3 of Miller's Second Addition to Seattle per plat recorded in Volume 10 of plats, page 70, records of King County, together with that portion of the East half of Broadway Avenue East, acquired by operation of law, adjacent to said lots on the West.

The lands herein described contain an area of 4,015 square feet, more or less, the specific details concerning all of which are to be found on Sheet 1 of that certain plan entitled, Exhibit Map SR 520 Parcel 1-23718 now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval October 30, 2015, and revised June 3, 2016.

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

Grantor reserves the right to use the herein before described property for purposes that will not unreasonably interfere with the Grantee's limited rights hereby granted. No excavation shall be allowed within the subterranean easement area for the maintenance and safety of the tie without prior written approval of the State of Washington, Department of Transportation. Grantor shall submit, for said written approval, a work plan to the State of Washington, Department of Transportation for any subterranean excavation or construction. Such work plan shall be submitted to the State of Washington, Department of Transportation for written approval no fewer than thirty (30) days prior to the expected work date; which approval shall not be unreasonably withheld.

Neither Grantee nor its successors or assigns may install tie backs without the prior written consent of the City of Seattle Department of Finance and Administrative Services. Grantor shall submit, for said written approval, a work plan to the City of Seattle Department of Finance, and Administrative Services for any excavation or construction. Such work plan shall be submitted to the City of Seattle Department of Finance and Administrative Services for written

approval no fewer than thirty (30) days prior to the expected work date; which approval shall not be unreasonably withheld.

Grantee, its successors or assigns, agrees to, and shall maintain the property in good, sanitary and safe repair. Grantee, its successors or assigns, agrees to and shall repair any damages caused by or arising out of its use.

Should this non-exclusive easement cease to be used for the above described purposes this non-exclusive easement shall automatically terminate and all rights shall revert to Grantor. Upon such termination, Grantee, its successors or assigns, agrees to, execute a Release of Easement releasing all rights granted herein immediately upon Grantor's written notice.

The Grantee herein, on behalf of itself and its successors or assigns, as part consideration paid herein, waives and/or releases Grantor from any past, present, or future claims for damages directly or indirectly caused by highway drainage or runoff, and further Grantee, its successors or assigns, shall have no right of compensation for damages to the property herein conveyed caused directly or indirectly by highway drainage or runoff.

The Grantee, its successors or assigns, shall protect, save, and hold harmless the Grantor, its agents and employees, from all claims, actions, costs, damages (both to persons and/or property), or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its agents, contractors, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities related to this deed. The Grantee, its successors or assigns, further agrees to defend the Grantor, its agents or employees in any litigation, including payment of any judgments, costs or attorney's fees, for any claims or action commenced arising out of or in connection with acts or activities related to this deed. This obligation shall not include such claims, costs, damages (both to persons and/or property), or expenses which may be caused by the sole negligence of the Grantor or its agents and/or employees; provided that, if the claims or damages are caused by or result from the concurrent

negligence of (a) the Grantor, its agents or employees and (b) the Grantee, its agents, contractors, licensees, invitees, employees, and/or any other person, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or Grantee's agents, contractors, licensees, invitees, employees and/or any other person.

Grantee's indemnity obligations are limited to funds that have been appropriated and are available at the time an indemnity claim is made.

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.

It is understood and agreed that delivery of this easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

It is understood and agreed that delivery of this easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Seattle unless and until accepted and approved by the Seattle City Council.

Dated this _____ day of _____, 2017

**CITY OF SEATTLE, acting by and through its
Department of Finance and Administrative Services**

By: _____

Printed Name & Title: _____

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____

Name: _____

Acquisition Program Manager

Date: _____

STATE OF WASHINGTON)
) ss
County of King)

On this _____ day of _____, 2017, before me personally appeared _____, for the City of Seattle, acting by and through its Department of Finance and Administrative Services, and that he/she executed the within and foregoing instrument to be the free and voluntary act and deed of said City of Seattle, for the uses and purposes therein set forth, and on oath states that he/she is authorized to execute said instrument.

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

Notary Public in and for the State of
Washington, residing at _____
My commission expires _____

Document Title: Access Easement
Reference Number of Related Document: N/A
Grantor: State of Washington
Grantee: City of Seattle
Legal Description: Ptn. Of NW ¼ of the NE ¼ Sec. 20 Twp 25N, Range 4E, W.M.
Additional Legal Description is on Page 1 and 2 of document
Assessor's Tax Parcel Number: None- State Highway Right of Way

ACCESS EASEMENT
(Non-Exclusive)

SR 520, Exhibit Map Parcel 1-23718

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of NINE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$9,200.00), hereby grants and conveys unto CITY OF SEATTLE, a municipal corporation, Grantee, a non-exclusive easement for ingress and egress, over, across, and upon the following described real property situated in King County, State of Washington:

A portion of the hereinafter described Parcel "A" described as follows:

A tract of land beginning at a point opposite Highway Engineers Station (hereinafter referred to as HES) 2339+04.53 on State Route 5 NE-RAMP Line Survey as shown on Exhibit Map SR 520 Parcel 1-23718 and 279.01 feet Northwesterly therefrom; thence northerly to a point opposite HES 2339+19.54 on said line survey and 334.41 feet northwesterly therefrom; thence easterly to a point opposite HES 2339+28.44 on said line survey and 329.17 feet northwesterly therefrom; thence southerly to a point opposite HES 2339+13.92 on said line survey and 273.41 feet northwesterly therefrom; thence westerly to the point of beginning and the end of said tract description.

Parcel "A":

The West Half of Broadway Avenue East, as platted in Miller's Second Addition to Seattle, as per plat recorded in Volume 10 of Plats on page 70, records of King County, being in a portion of the Southwest Quarter of the Northeast Quarter

Section 20, Township 25 North Range 4 East, AND having been acquired by Grantor by operation of law.

The specific details concerning all of which are to be found on Sheet 1 of that certain plan entitled, Exhibit Map SR 520 Parcel 1-23718 now of record and on file in the office of the Secretary of Transportation at Olympia, bearing date of approval October 30, 2015, and revised June 3, 2016.

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

Grantee, its successors or assigns, agrees to, and shall maintain the property in good, sanitary and safe repair. Grantee, its successors or assigns, agrees to and shall repair any damages caused by or arising out of its use.

Should this non-exclusive easement cease to be used for the above described purposes this non-exclusive easement shall automatically terminate and all rights shall revert to Grantor. Upon such termination, Grantee, its successors or assigns, agrees to, execute a Release of Easement releasing all rights granted herein immediately upon Grantor's written notice.

The Grantee herein, on behalf of itself and its successors or assigns, as part consideration paid herein, waives and/or releases Grantor from any past, present, or future claims for damages directly or indirectly caused by highway drainage or runoff, and further Grantee, its successors or assigns, shall have no right of compensation for damages to the property herein conveyed caused directly or indirectly by highway drainage or runoff.

The Grantee, its successors or assigns, shall protect, save, and hold harmless the Grantor, its agents and employees, from all claims, actions, costs, damages (both to persons and/or property), or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its agents, contractors, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities related to this deed. The Grantee, its successors or assigns, further agrees to defend the Grantor, its agents or employees in any litigation, including payment of any judgments, costs or attorney's fees, for any claims or action commenced arising out of or in connection with acts or activities related to this deed. This

obligation shall not include such claims, costs, damages (both to persons and/or property), or expenses which may be caused by the sole negligence of the Grantor or its agents and/or employees; provided that, if the claims or damages are caused by or result from the concurrent negligence of (a) the Grantor, its agents or employees and (b) the Grantee, its agents, contractors, licensees, invitees, employees, and/or any other person, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or Grantee's agents, contractors, licensees, invitees, employees and/or any other person.

Grantee's indemnity obligations are limited to funds that have been appropriated and are available at the time an indemnity claim is made.

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.

It is understood and agreed that delivery of this easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

It is understood and agreed that delivery of this easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Seattle unless and until accepted and approved by the Seattle City Council.

Dated at Olympia, Washington, this _____ day of _____, 2017.

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION-GRANTOR

Roger Millar, PE, AICP
Secretary of Transportation

APPROVED AS TO FORM:

By: _____
Senior Assistant Attorney General

REVIEWED AS TO FORM
CITY OF SEATTLE-GRANTEE:

By: _____

Title: _____

STATE OF WASHINGTON)

) : ss

County of Thurston)

On this _____ day of _____, 2017, 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)

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

My Appointment Expires _____

AFTER RECORDING RETURN TO

Document Title: Easement
Reference Number of Related Document: N/A
Grantor: State of Washington
Grantee: City of Seattle
Legal Description: Ptn Lots 1, 2 & 3, Block 6, Davis Add
Additional Legal Description is on Page 2 1 and 2 of document
Assessor's Tax Parcel Number: None –State Highway Right of Way

ACCESS EASEMENT
(Non-Exclusive)

SR 520, Exhibit Map Parcel 1-23718

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of NINE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$9,500.00), hereby grants and conveys unto the City of Seattle, a municipal corporation, Grantee, a non-exclusive access easement for ingress and egress, over, under, across, and upon the following described real property situated in King County, State of Washington:

That portion of the hereinafter described Parcel "A" described as follows:

A tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 2340+52.46 on State Route 5 NE-RAMP line survey as shown on Exhibit Map SR 520 Parcel 1-23718 and 283.12 feet Northwesterly therefrom; thence Southerly to a point opposite HES 2340+35.37 and 230.52 feet Northwesterly therefrom; thence Southerly to a point opposite HES 2340+35.37 on said line survey and 220.19 feet Northwesterly therefrom; thence parallel with said line survey to a point opposite HES 2340+45.03 thereon; thence Northerly to a point opposite HES 2340+62.06 on said line survey and 280.33 feet Northwesterly therefrom; thence Westerly to the point of beginning.

Parcel "A":

Lots 1, 2 and 3, Block 6, DAVIS ADDITION TO SEATTLE, as per plat recorded in Volume 6 of Plats on page 75, records of King County, in the City of Seattle, County of King and State of Washington.

The specific details concerning all of which may be found on sheet 1 of that certain plan entitled Exhibit Map SR 520 Parcel 1-23718, now of record and on file in the Office of the Secretary of Transportation at Olympia, Washington, bearing date of approval October 30, 2015, and revised June 3, 2016.

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

Grantee, its successors or assigns, agrees to, and shall maintain the property in good, sanitary and safe repair. Grantee, its successors or assigns, agrees to and shall repair any damages caused by or arising out of its use.

Should this non-exclusive easement cease to be used for the above described purposes this non-exclusive easement shall automatically terminate and all rights shall revert to Grantor. Upon such termination, Grantee, its successors or assigns, agrees to, execute a Release of Easement releasing all rights granted herein immediately upon Grantor's written notice.

The Grantee herein, on behalf of itself and its successors or assigns, as part consideration paid herein, waives and/or releases Grantor from any past, present, or future claims for damages directly or indirectly caused by highway drainage or runoff, and further Grantee, its successors or assigns, shall have no right of compensation for damages to the property herein conveyed caused directly or indirectly by highway drainage or runoff.

The Grantee, its successors or assigns, shall protect, save, and hold harmless the Grantor, its agents and employees, from all claims, actions, costs, damages (both to persons and/or property), or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its agents, contractors, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities related to this deed. The Grantee, its successors or assigns, further agrees to defend the Grantor, its agents or employees in any litigation, including payment of any judgments, costs or attorney's fees, for any claims or action commenced arising out of or in connection with acts or activities related to this deed. This obligation shall not include such claims, costs, damages (both to persons and/or property), or expenses which may be caused by the sole negligence of the Grantor or its agents and/or employees; provided that, if the claims or damages are caused by or result from the concurrent

negligence of (a) the Grantor, its agents or employees and (b) the Grantee, its agents, contractors, licensees, invitees, employees, and/or any other person, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or Grantee's agents, contractors, licensees, invitees, employees and/or any other person.

Grantee's indemnity obligations are limited to funds that have been appropriated and are available at the time an indemnity claim is made.

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.

It is understood and agreed that delivery of this easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

It is understood and agreed that delivery of this easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Seattle unless and until accepted and approved by the Seattle City Council.

Dated at Olympia, Washington, this _____ day of _____, 2017.

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION-GRANTOR

Roger Millar, PE, AICP

Secretary of Transportation

APPROVED AS TO FORM:

By: _____
Senior Assistant Attorney General

REVIEWED AS TO FORM
CITY OF SEATTLE-GRANTEE:

By: _____

Title: _____

STATE OF WASHINGTON)

) : ss
County of Thurston)

On this _____ day of _____, 2017, 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) _____

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

My Appointment Expires _____