

After recording return document to:

City of Seattle
Department of Transportation
700 5th Avenue – Suite 3800
P.O. Box 34996
Seattle, WA 98124-4996
Attn: Mary Jung



20140401000691

SEATTLE CITY O EAS 76.00
PAGE-001 OF 005
04/01/2014 14:12
KING COUNTY, WA

Document Title: Easement

Reference Number of Related Document: N/A

Grantor(s): Samis Foundation

Grantee: City of Seattle

Abbreviated Legal Description: Blk 6 Lot 5 Maynard's D S Plat Less St, Vol 1, PP 23, King County, Washington

Assessor's Tax Parcel Number(s): 524780-0350

EASEMENT

Project: First Hill Streetcar

THIS AGREEMENT, made this 21st day of March, 2014, for and in consideration of mutual and offsetting benefits, and other valuable consideration, between **SAMIS FOUNDATION**, a Washington non-profit corporation, hereinafter called the Grantor, its successors and assigns; and the **CITY OF SEATTLE**, a Washington municipal corporation, acting by and through its Seattle Department of Transportation, hereinafter called the Grantee;

That the Grantee shall have the perpetual right to install, construct, erect, alter, improve, repair and maintain permanent eyebolt(s), or equivalent attachment structures, on the building or structure located at 122 S Jackson Street on the following described lands and premises situated in the City of Seattle, County of King, State of Washington:

LOT 5, BLOCK 6, OF D.S. MAYNARD'S PLAT OF THE CITY OF SEATTLE, ACCORDING TO THE PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON.

EXCISE TAX NOT REQUIRED
King Co. Records Division
By Paul Bahner Deputy

Together with the right, privilege and authority to attach streetcar wires to permanent eyebolt(s) or equivalent attachment structures.

Also together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from said lands and premises across adjacent lands of the Grantor for the purpose of attaching streetcar wires to, maintaining streetcar wires on, or removing streetcar wires from said eyebolt(s) or equivalent attachment structures.

Grantee hereby accepts the Grantor's Property in its current condition and such easement on the terms and conditions herein contained. Grantee shall cause its use of the Grantor Property to comply with all applicable laws and regulations and will exercise its rights hereunder in a manner that avoids any damage or alterations to the improvements on the Grantor Property.

The Grantee shall be responsible, as provided by law, for any damage caused to the building and shall reimburse, pay, defend, and indemnify Grantor against any costs, demands, claims or liabilities except for costs, demands, claims, suits, damages, loss or liabilities arising from the Grantor's negligence; asserted against, incurred by, or resulting to the Grantor arising out of Grantee's attachment of eyebolts and cables to the building, and Grantee's negligence when attaching streetcar wires to, maintaining streetcar wires on, or removing streetcar wires from the eyebolt(s) or equivalent attachment structures that occurs in the exercise of the rights granted by this easement.

Grantee shall use reasonable efforts to avoid any disruption to the business of Grantor's tenants, and shall, at all times, maintain public access to the Grantor Property during the duration of the Grantee's Project.

Grantor shall grant Grantee access to perform a building survey with structural engineers prior to the start of the Grantee's Project. Grantee shall share a copy of that survey with Grantor. Access shall be scheduled two (2) weeks in advance and will be performed in a manner to not cause tenant disruption. At the completion of the Grantee's Project, the Grantee shall perform a follow up building survey to assess any damage from the Grantee's Project. Any damage shown by the follow up survey shall be promptly corrected by Grantee at Grantee's sole cost and expense.

Should Grantor at any time desire to demolish, remove, redevelop, or alter the building located on the Property such that cables attached to eyebolts must be removed, the Grantor shall have the right to do so, but must give at least 6 months advance written notice to Grantee of plans for demolition, removal, redevelopment, reconstruction, or alteration of building, and shall give more specific advance written notice not less than 60 days prior to the date by which cables attached to the building must be removed to enable demolition, removal, redevelopment, reconstruction, or alteration of building. In that instance, Grantee shall be obligated at its expense to remove cables and eyebolts from the building, repair any damage caused to the building by removal, install pole(s) within City Right of Way and transfer cables to pole(s).

Grantee shall be solely responsible for any and all costs associated with the installation, removal and relocation, of the eyebolts.

The right, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors and assigns, by way of a formal written notification, shall permanently remove the streetcar wires, or shall otherwise permanently abandon the use of said eyebolt(s) or equivalent attachment structures, at which time all such right, title, privilege and authority hereby granted by this Easement shall terminate.

GRANTOR:

SAMIS FOUNDATION
a Washington non-profit corporation

By: Albert Maimon
Albert Maimon
Its: President

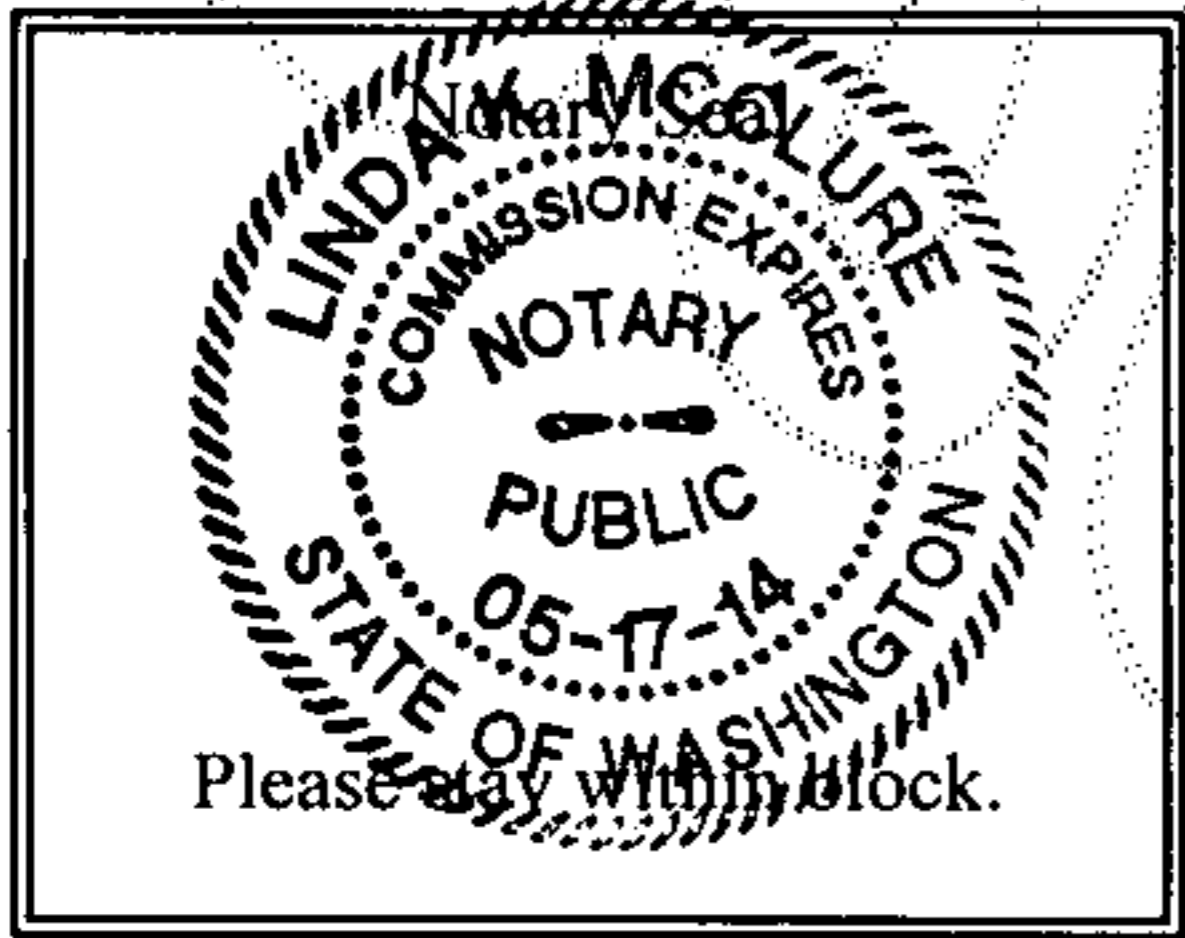
Dated: 2/13/14

STATE OF WASHINGTON)

County of King) §

On this 13th day of February, 2014, I certify that I know or have satisfactory evidence that ALBERT MAIMON, is the person who appeared before me and acknowledged that he signed this instrument and on oath stated that he was authorized to execute this instrument as President of SAMIS FOUNDATION, a Washington non-profit corporation, to be the free and voluntary act for the use and purpose mentioned in this instrument.

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



Linda K. McClure
Notary (print name) Linda K. McClure
Notary Public in and for the State of Washington,
residing at Shoreline
My Appointment expires 5-17-14

Approved and Accepted By:
CITY OF SEATTLE

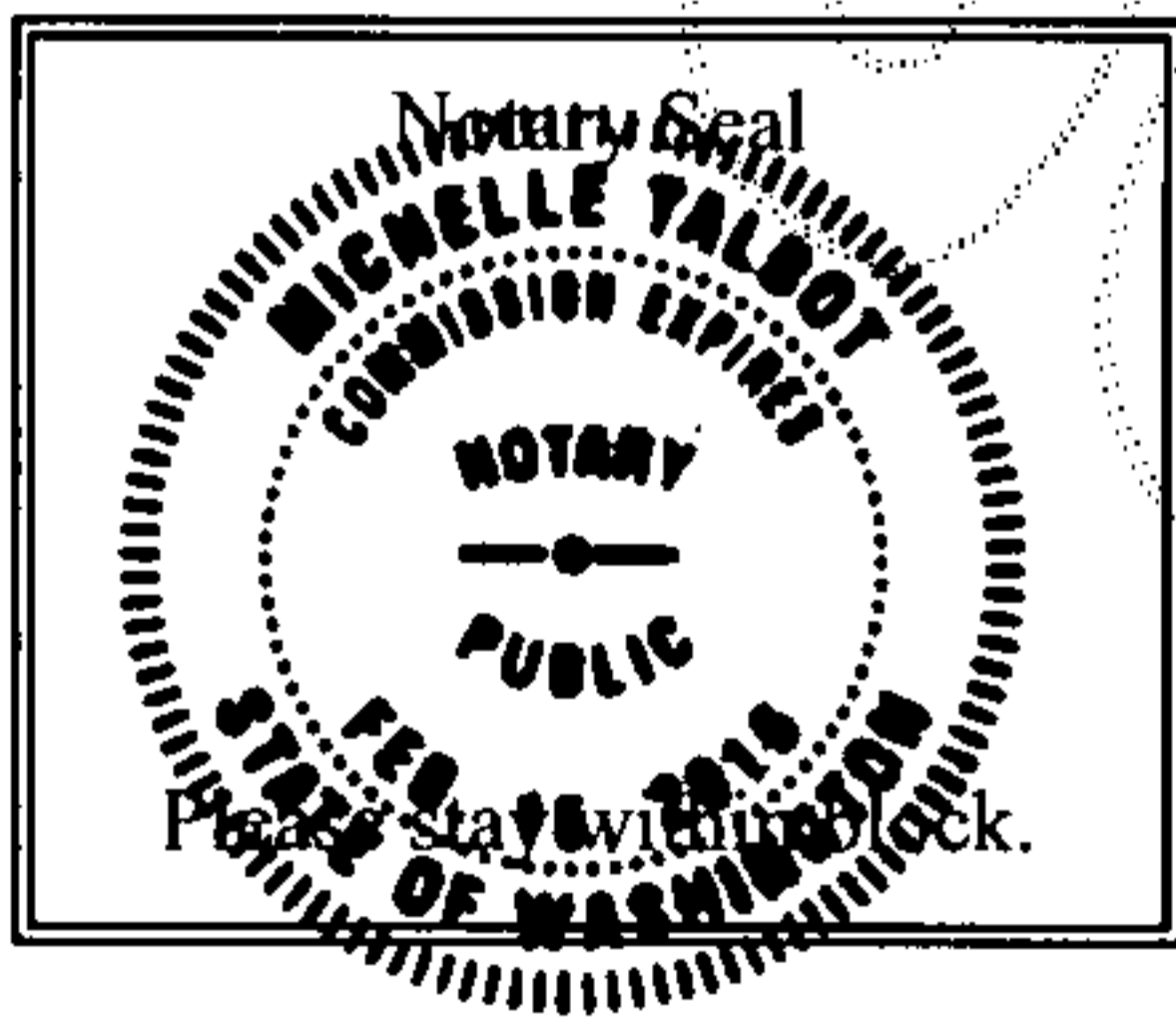
By: *Goran Sparrman*
Goran Sparrman, P.E.
Interim Director, Seattle Department of Transportation

Dated: 2/21/14, 2014

STATE OF WASHINGTON)
County of King) §

On this 21st day of March, 2014, before me personally appeared GORAN SPARRMAN, to me known to be the Interim Director of the Seattle Department of Transportation of the City of Seattle, a Washington Municipal Corporation, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



Michelle Talbot
Notary (print name) Michelle Talbot
Notary Public in and for the State of Washington,
residing at Anacortes
My Appointment expires 2/15/16