

Ordinance No. 124729

Council Bill No. 118336

AN ORDINANCE relating to the First Hill Streetcar project; authorizing the Director of the Department of Transportation to acquire, accept, and record, on behalf of the City of Seattle, various easements granted to the City of Seattle for a portion of Blocks 5, 6, 11, 12, and 14 of the Town of Seattle, as laid out by D. S. Maynard, Commonly known as D. S. Maynard's Plat of Seattle, and Blocks 138 and 139 of A. A. Denny's Broadway Addition to the City of Seattle, to install, construct, erect, alter, improve, repair, and maintain permanent streetcar cable eyebolts to various buildings or structures; placing such easements under the jurisdiction of the Seattle Department of Transportation; and ratifying and confirming certain acts.

CF No. _____

Date Introduced:		
Date 1st Referred: <u>2/23/2015</u>	To: (committee) <u>Transportation</u>	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote:	
Date Presented to Mayor:	Date Approved:	
Date Returned to City Clerk:	Date Published:	T.O. _____ F.T. _____
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____

Councilmember

Committee Action:

This file is complete and ready for presentation to Full Council. Committee: _____
(initial/date)

Law Dept. Review
OMP Review
City Clerk Review
Electronic Copy Loaded
Indexed



SEATTLE CITY COUNCIL

Legislative Summary

CB 118336

Record No.: CB 118336

Type: Ordinance (Ord)

Status: Attested by City Clerk

Version: 1

In Control: City Clerk

File Created: 01/28/2015

Final Action: 03/06/2015

Title:

AN ORDINANCE relating to the First Hill Streetcar project; authorizing the Director of the Department of Transportation to acquire, accept, and record, on behalf of the City of Seattle, various easements granted to the City of Seattle for a portion of Blocks 5, 6, 11, 12, and 14 of the Town of Seattle, as laid out by D. S. Maynard, Commonly known as D. S. Maynard's Plat of Seattle, and Blocks 138 and 139 of A. A. Denny's Broadway Addition to the City of Seattle, to install, construct, erect, alter, improve, repair, and maintain permanent streetcar cable eyebolts to various buildings or structures; placing such easements under the jurisdiction of the Seattle Department of Transportation; and ratifying and confirming certain acts.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Rasmussen

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments:

Drafter: Gretchen Haydel

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

Yes

No

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Clerk	02/10/2015	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	02/12/2015	sent for review	Transportation Committee			
	Action Text: The Council Bill (CB) was sent for review to the Transportation Committee						

- Notes:**
- 1 Full Council 02/23/2015 referred Transportation Committee Pass
Action Text: The Council Bill (CB) was referred to the Transportation Committee
Notes:
- 1 Transportation Committee 02/24/2015 pass Pass
Action Text: The Committee recommends that Full Council pass the Council Bill (CB).
Notes:
In Favor: 3 Chair Rasmussen, Vice Chair O'Brien, Member Godden
Opposed: 0
- 1 Full Council 03/02/2015 passed Pass
Action Text: The Council Bill (CB) passed by the following vote and the President signed the Bill:
In Favor: 9 Councilmember Bagshaw, Council President Burgess, Councilmember Clark, Councilmember Godden, Councilmember Harrell, Councilmember Licata, Councilmember O'Brien, Councilmember Rasmussen, Councilmember Sawant
Opposed: 0
- 1 City Clerk 03/03/2015 submitted for Mayor's signature Mayor
Action Text: The Council Bill (CB) was submitted for Mayor's signature to the Mayor
Notes:
- 1 Mayor 03/06/2015 Mayor's leg transmitted to Council City Clerk
Action Text: The Council Bill (CB) was Mayor's leg transmitted to Council to the City Clerk
Notes:
- 1 Mayor 03/06/2015 Signed
Action Text: The Council Bill (CB) was Signed
Notes:
- 1 Mayor 03/06/2015 sent to Clerk City Clerk
Action Text: The Council Bill (CB) was sent to Clerk to the City Clerk
Notes:
- 1 City Clerk 03/06/2015 attested by City Clerk
Action Text: The Council Bill (CB) was attested by City Clerk
Notes:
-

1 WHEREAS, the First Hill Streetcar route will operate primarily along Broadway, Yesler Way,
2 and South Jackson Street with ten proposed stop locations; and

3 WHEREAS, the Project includes: construction of two and one half miles of embedded track,
4 roadway improvements to meet the requirements of the Americans with Disabilities Act,
5 the Complete Streets Ordinance, and the Street Restoration Policy requirements; traction
6 power and overhead contact systems; traffic signal modifications; a storage and light
7 maintenance facility; and public utility modifications; and

8 WHEREAS, the Project was designed to minimize the installation of new overhead facilities by
9 utilizing the existing steel poles with eyebolt attachments that currently support traffic
10 signals and King County Metro's overhead facilities for the electric trolley bus system,
11 and incorporating battery power into the new streetcar vehicles so that only one overhead
12 contact wire will be needed to power the streetcar vehicles instead of two; and

13 WHEREAS, the overhead contact wire will be installed approximately 19 feet above the
14 eastbound streetcar track supported by span wires and the span wires will be supported by
15 steel poles or eyebolt attachments; and

16 WHEREAS, it is necessary for the City to obtain easements from certain property owners for
17 those buildings or structures that require eyebolt attachments to support the span wires;

18 NOW, THEREFORE;

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

20 Section 1. The Easement granted by BRICKMAN SOUTH JACKSON LLC, a Delaware
21 limited liability company, recorded under Recording No. 20140401000692 and dated March 21,
22 2014, and the correction Easement, recorded under Recording No.20141119000566, which are
23 attached as Exhibit 1 and incorporated into this ordinance, is accepted. The permanent eyebolt

1 easements are granted for the purposes of installation, construction, erection, alteration,
2 improvement, repair, and maintenance of permanent eyebolt(s) on the building or structure
3 located at 101 South Jackson Street. The easements include the following described real
4 property:

5 Lots 1 and 2, and the Northerly 15 feet of Lots 7 and 8, Block 5, Town of Seattle,
6 as Laid Out by D.S. Maynard, Commonly known as D.S. Maynard's Plat of
7 Seattle, recorded in Volume 1 of Plats, page(s) 23, King County, Washington,
8 Except the West 9 feet condemned in District Court Case No. 7094 for First
9 Avenue as provided by Ordinance No. 1106 of the City of Seattle.

10
11 Section 2. The Easement granted by SAMIS FOUNDATION, a Washington
12 nonprofit corporation, recorded under Recording No. 20140401000691 and dated March
13 21, 2014, which is attached as Exhibit 2 and incorporated into this ordinance, is accepted.
14 The permanent eyebolt easement is granted for the purposes of installation, construction,
15 erection, alteration, improvement, repair, and maintenance of permanent eyebolt(s) on the
16 building or structure located at 122 South Jackson Street. The easement includes the
17 following described real property:

18 Lot 5, Block 6 of D.S. Maynard's Plat of the City of Seattle, according to the plat
19 recorded in Volume 1 of Plats, page 23, Records of King County, Washington.

20
21 Section 3. The Easement granted by IC U.S.A. NO. 8 PROPERTY LIMITED
22 PARTNERSHIP, a Washington limited partnership, recorded under Recording No.
23 20140401000689 and dated March 21, 2014, and the correction Easement, recorded under

1 Recording No. 20140807001065, which are attached as Exhibit 3 and incorporated into this
2 ordinance, are accepted. The permanent eyebolt easements are granted for the purposes of
3 installation, construction, erection, alteration, improvement, repair, and maintenance of
4 permanent eyebolt(s) on the building or structure located at 171 South Jackson Street. The
5 easements include the following described real property:

6 Lots 3 and 4, Block 12, Town of Seattle, as laid out by D.S. Maynard, Commonly
7 known as D.S. Maynard's Plat of Seattle, according to the plat thereof recorded in
8 Volume 1 of Plats, Page 23, records of King County, Washington; EXCEPT the
9 East 12 feet of Lot 4, condemned in King County Superior Court Cause No. 7098
10 for widening of Second Avenue South, as provided by Ordinance No. 1141 of the
11 City of Seattle.

12
13 Section 4. The Easement granted by BURKE-STATE BLDG., LLC, a Washington
14 limited liability company, recorded under Recording No. 20140401000690 and dated March 21,
15 2014, which is attached as Exhibit 4 and incorporated into this ordinance, is accepted. The
16 permanent eyebolt easement is granted for the purposes of installation, construction, erection,
17 alteration, improvement, repair, and maintenance of permanent eyebolt(s) on the building or
18 structure located at 316 Occidental Avenue South. The easement includes the following
19 described real property:

20 Lots 1, 2, 3 and 4, Block 11, Town of Seattle, as laid out by D.S. Maynard,
21 Commonly known as D.S. Maynard's Plat of Seattle, according to the plat
22 thereof, recorded in Volume 1 of Plats, page(s) 23 in King County, Washington,

1 except the West 9 feet thereof condemned in District Court Cause No. 7089 for
2 Occidental Avenue as provided by Ordinance Number 1109 of the City of Seattle.

3
4 Section 5. The Easement granted by WASHINGTON SHOE BUILDING, LLC, a
5 Washington limited liability company, recorded under Recording No. 20140401000688 and
6 dated March 21, 2014, which is attached as Exhibit 5 and incorporated into this ordinance, is
7 accepted. The permanent eyebolt easement is granted for the purposes of installation,
8 construction, erection, alteration, improvement, repair, and maintenance of permanent eyebolt(s)
9 on the building or structure located at 400 Occidental Avenue South. The easement includes the
10 following described real property:

11 The North 15 feet of Lots 7 and 8 and all of Lots 1 and 2 in Block 12 of Town of
12 Seattle as laid out by D.S. Maynard (Commonly known as D.S. Maynard's Plat of
13 Seattle), according to plat recorded in Volume 1 of Plats, page(s) 23, in King
14 County, Washington.

15
16 Except the West 9 of said Lot 1 and 9 condemned in King County District Court
17 Cause No. 7089 for widening Occidental Avenue, pursuant to City of Seattle
18 Ordinance No. 1109.

19
20 Section 6. The Easement granted by SAMIS LAND CO., a Washington corporation,
21 recorded under Recording No. 20140401000693 and dated March 21, 2014, which is attached as
22 Exhibit 6 and incorporated into this ordinance, is accepted. The permanent eyebolt easement is
23 granted for the purposes of installation, construction, erection, alteration, improvement, repair,

1 and maintenance of permanent eyebolt(s) on the building or structure located at 319 Third
2 Avenue South. The easement includes the following described real property:

3 Lots 5 and 6, Block 14, Town of Seattle, as laid out by D.S. Maynard, Commonly
4 known as D.S. Maynard's Plat of Seattle, according to the plat thereof, recorded
5 in Volume 1 of Plats, page(s) 23 in King County, Washington.

6
7 Section 7. The Easement granted by THE POLYCLINIC, a Washington professional
8 corporation, recorded under Recording No. 20131223001130 and dated December 17, 2013,
9 which is attached as Exhibit 7 and incorporated into this ordinance, is accepted. The permanent
10 eyebolt easement is granted for the purposes of installation, construction, erection, alteration,
11 improvement, repair, and maintenance of permanent eyebolt(s) on the building or structure
12 located at 1110 Harvard Avenue. The easement includes the following described real property:

13 Lots 1 through 7, inclusive, Block 139, and that portion of Block 138, lying
14 Southerly of East Union Street and Northeasterly of Harvard Avenue, all in A. A.
15 Denny's Broadway Addition to the City of Seattle, according to the plat thereof
16 recorded in Volume 6 of Plats, page 40, in King County, Washington;

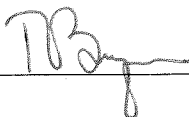
17
18 Together with those portions of vacated Seneca Street adjoining said Block 138
19 and Lots 1 and 2 of said Block 139, which attached by operation of law.

20
21 Section 8. The real property conveyed in Sections 1 through 7 above is placed under the
22 jurisdiction of the Seattle Department of Transportation.


1 Section 9. Any act consistent with the authority and prior to the effective date of this
2 ordinance is approved and accepted.

3 Section 10. This ordinance shall take effect and be in force 30 days after its approval by
4 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
5 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

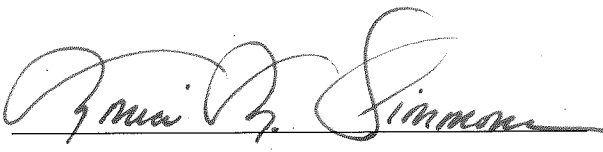
6 Passed by the City Council the 2nd day of March, 2015, and
7 signed by me in open session in authentication of its passage this
8 2nd day of March, 2015.

9
10 
11 _____
12 President _____ of the City Council

13 Approved by me this 6 day of February, 2015. ^{March AS 4/2/15}

14
15 
16 _____
17 Edward B. Murray, Mayor

18 Filed by me this ^{6th} ~~10th~~ day of MARCH, 2015. _{JRS 3/12/15}

19
20 
21 _____
22 Monica Martinez Simmons, City Clerk
23

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- (Seal)
- Exhibit 1: Recorded Easement and corrected Easement granted by Brickman South Jackson LLC
- Exhibit 2: Recorded Easement granted by Samis Foundation
- Exhibit 3: Recorded Easement and corrected Easement granted by IC U.S.A. No. 8 Property Limited Partnership
- Exhibit 4: Recorded Easement granted by Burke-State Bldg, LLC
- Exhibit 5: Recorded Easement granted by Washington Shoe Building, LLC
- Exhibit 6: Recorded Easement granted by Samis Land Co.
- Exhibit 7: Recorded Easement granted by The Polyclinic



20141119000566

CITY OF SEATTLE EAS 77.00
PAGE 001 OF 006
11/19/2014 12:06
KING COUNTY, WA

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: Michelle Talbot

EXCISE TAX NOT REQUIRED
By D. H. P. W. King Co. Records, Deputy

WASHINGTON STATE RECORDER'S COVER SHEET

Document Title: Easement
Reference Number of Related Documents: Recording Number 20140401000692
Grantor(s): Brickman South Jackson LLC
Grantee: City of Seattle
Abbreviated Legal Description: Blk 5 Lots 1 & 2 Tgw N 15 Ft of Edts 7 & 8 Maynard's D S Plat less St, Vol 1 PP 23, King County, Washington
Assessor's Tax Parcel Number(s): 524780-0255

THIS DOCUMENT IS BEING RE-RECORDED TO ADD THE WORD "LIMITATION" TO THE FOLLOWING PARAGRAPH 2 ON PAGE 3 OF DOCUMENT

The right, title, privileges and authority granted by this Easement 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 the eyebolt(s) or equivalent attachment structures, at which time all such right, title, privilege and authority granted by this Easement shall terminate. If Grantee permanently abandons the eyebolts or equivalent attachment structures, Grantor may require Grantee to remove them upon sixty (60) days prior written request. At any time Grantee exercises rights under this Easement that affect the building or surrounding property of Grantor, including without limitation, installing, improving, maintaining, or removing the eyebolts or equivalent attachment structures from the building, Grantee shall, at Grantee's sole cost and expense, promptly restore the building and surrounding property to at least as good of a condition as existed prior to Grantee's exercise of rights under this Easement.

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

20140401000692
SEATTLE CITY ORDERS
PAGE 691 OF 905
8/29/2014 14:12
KING COUNTY, WA

Document Title: Easement
Reference Number of Related Document: N/A
Grantor(s): Brickman South Jackson LLC
Grantee: City of Seattle
Abbreviated Legal Description: Blk 5 Lots 1 & 2 Tgw N 15 Ft of Lots 7 & 8 Maynard's D S Plat
Less St, Vol. 1 PP 23, King County, Washington
Assessor's Tax Parcel Number(s): 524780-0255

EASEMENT

Project: First Hill Streetcar

THIS EASEMENT, made this 21st day of March, 2014, for and in consideration of mutual and offsetting benefits, and other valuable consideration, between **BRICKMAN SOUTH JACKSON LLC**, a Delaware limited liability company, 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 101 S Jackson Street on the following described lands and premises situated in the City of Seattle, County of King, State of Washington:

LOTS 1 AND 2, AND THE NORTHERLY 15 FEET OF LOTS 7 AND 8, BLOCK 5, TOWN OF SEATTLE, AS LAID OUT BY D.S. MAYNARD, COMMONLY KNOWN AS D.S. MAYNARD'S PLAT OF SEATTLE, RECORDED IN VOLUME 1 OF PLATS, PAGE(S) 23, KING COUNTY, WASHINGTON, EXCEPT THE WEST 9 FEET CONDEMNED IN DISTRICT COURT CASE NO. 7094 FOR FIRST AVENUE AS PROVIDED BY ORDINANCE NO. 1106 OF THE CITY OF SEATTLE.

EXCISE TAX NOT REQUIRED
King Co. Records Division
By: *[Signature]*

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

Also together with the right to the Grantee, its successors and assigns; upon at least ten (10) days prior written notice to Grantor, and subject to the rights of any tenants under existing leases, except in the event of an emergency in which case upon such shorter notice as is reasonably practical under the circumstances, if any; of ingress to and egress to the exterior of the building located on the Grantor's property for the purpose of attaching streetcar wires to, maintaining streetcar wires on, or removing streetcar wires from the eyebolt(s) or equivalent attachment structures. Grantee has inspected the building and has informed Grantor that the building will support Grantee's eyebolts and Grantee's intended use of the eyebolts without resulting in any damage or diminished functionality of the building whatsoever, including without limitation, to the building's exterior, envelope, and structure. Grantee shall exercise all rights under this Easement in a good and workmanlike manner, in compliance with all applicable laws, and in a manner that minimizes any interference with or the use or operation of business at the property, which may include Grantee completing any work pursuant to this Easement after normal business hours.

Grantee shall indemnify, pay the defense cost of, and hold Grantor harmless from: all liability, loss, damage, expense, demands and claims of any kind whatsoever, including without limitation the reasonable attorneys' fees and costs incurred in the defense thereof; arising directly, or indirectly but causally linked to, from, or in connection with, Grantee's exercise of the rights in the Easement including without limitation Grantee's installation, maintenance, repair, removal, replacement or use of the eyebolts or equivalent attachment structures for streetcar wires.

Notwithstanding the foregoing, in the event of: (i) the sole negligence of Grantor; or (ii) the concurrent negligence of Grantor and Grantee or any party exercising Grantee's rights under this Easement that relates to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of the eyebolts or equivalent attachment structures such that RCW 4.24.115 applies. Grantee's obligation to indemnify Grantor shall be limited to the extent of the Grantee's negligence and any party exercising Grantee's rights under this Easement. Grantor and Grantee agree that this provision was mutually negotiated.

Grantee shall be responsible, as provided by law, for any damage arising from, in connection with, or resulting from Grantee's acts, omissions, or negligence when attaching streetcar wires to, maintaining streetcar wires on, or removing streetcar wires from the eyebolt(s) or equivalent attachment structures.

Notwithstanding the rights granted to Grantee in this Easement, Grantor reserves the right to maintain, repair, restore, replace, upgrade and bring the building into compliance with all applicable laws, rules, regulations and standards. If it is necessary, in Grantor's reasonable discretion, to remove the eyebolts or equivalent attachment structures in order to exercise any of the foregoing reserved rights, Grantee will, at its sole cost and expense, remove the eyebolts or equivalent attachment structures within sixty (60) days after receipt of written notice from Grantor. Upon completion of Grantor's work, Grantee will have the right to reinstall the eyebolts or equivalent attachment structures on the building at Grantee's sole cost and expense.

The right, title, privileges and authority granted by this Easement 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 the eyebolt(s) or equivalent attachment structures, at which time all such right, title, privilege and authority granted by this Easement shall terminate. If Grantee permanently abandons the eyebolts or equivalent attachment structures, Grantor may require Grantee to remove them upon sixty (60) days prior written request. At any time Grantee exercises rights under this Easement that affect the building or surrounding property of Grantor, including without installing, improving, maintaining or removing the eyebolts or equivalent attachment structures from the building, Grantee shall, at Grantee's sole cost and expense, promptly restore the building and surrounding property to at least as good of a condition as existed prior to Grantee's exercise of rights under this Easement.

This Easement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In the event any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this Easement, the prevailing party in the proceeding and in any appeal or review of the initial proceeding, shall be entitled to recover their reasonable attorneys' fees and costs incurred in connection with and in preparation for the proceedings, in addition to the costs and disbursements allowed by law.

GRANTOR:

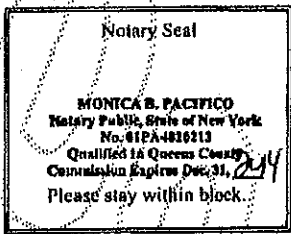
BRICKMAN SOUTH JACKSON LLC
a Delaware limited liability company

By: [Signature] x VC 11/18/14
Kathleen Corton
Member Date
Dated: 3/4/14

STATE OF NEW YORK)
County of New York)

On this 4th day of March, 2014, I certify that I know or have satisfactory evidence that KATHLEEN CORTON, is the person who appeared before me and acknowledged that she signed this instrument and on oath stated that she was authorized to execute this instrument as Member of BRICKMAN SOUTH JACKSON LLC, a Delaware limited liability company, 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.



[Signature]
Notary (print name) Monica B. Pacifico
Notary Public in and for the State of New York,
residing at NY
My Appointment expires 12/31/2014

INSTRUMENT

Approved and Accepted By;
CITY OF SEATTLE

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

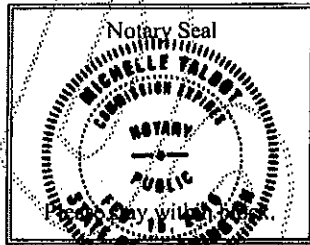
Dated: 2/15/14, 2014

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

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 Baker 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.

Unofficial Document

GRANTOR:

SAMIS FOUNDATION
a Washington non-profit corporation

By: Albert Maimon
Albert Maimon
Its: President

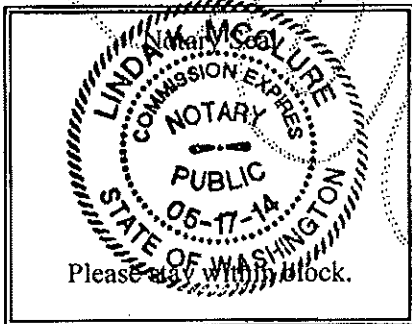
Dated: 2/13/14

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

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: Michelle Talbot



20140807001065
SEATTLE CITY OF EAS 80.00
PAGE-001 OF 009
08/07/2014 12:03
KING COUNTY, WA

EXCISE TAX NOT REQUIRED

King Co. Records Division
By: *Walter Christie* Deputy
Walter Christie

WASHINGTON STATE RECORDER'S COVER SHEET

Document Title: Easement

Reference Number of Related Document: Recording Number 20140401000689

Grantor(s): IC U.S.A. No. 8 Property Limited Partnership

Grantee: City of Seattle

Abbreviated Legal Description: Lots 3 and 4, Blk 12, Town of Seattle, D. S. Maynard's Plat, Vol. 1, PP 23, King County, Washington

Assessor's Tax Parcel Number(s): 524780-0745

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION TO THE FOLLOWING:

The following described lands and premises situated in the City of Seattle, County of King, State of Washington:

LOTS 3 AND 4, BLOCK 12, TOWN OF SEATTLE, AS LAID OUT BY D.S. MAYNARD, COMMONLY KNOWN AS D.S. MAYNARD'S PLAT OF SEATTLE, according to the Plat thereof recorded in Volume 1 of Plats, Page 23, records of King County, Washington, EXCEPT the East 12 feet of Lot 4, condemned in King County Superior Court Cause No. 7098 for widening of Second Avenue South, as provided by Ordinance No. 1141 of the City of Seattle.

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

20140401000689

SEATTLE CITY OF EAS 79.00
PAGE-001 OF 008
04/01/2014 14:12
KING COUNTY, WA

Document Title: Easement

Reference Number of Related Document: N/A

Grantor(s): IC U.S.A. No. 8 Property Limited Partnership

Grantee: City of Seattle

Abbreviated Legal Description: Blk 11 Lots 1, 2, 3, and 4 Maynard's D S Plat Less St, Vol. 1, PP 23, King County, Washington

Assessor's Tax Parcel Number(s): 524780-0745

EASEMENT

Project: First Hill Streetcar

THIS AGREEMENT, made this 14th day of February, 2014, for and in consideration of mutual and offsetting benefits, and other valuable consideration, between IC U.S.A. NO. 8 PROPERTY LIMITED PARTNERSHIP, a Washington limited partnership, 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 one (1) permanent eyebolt, or equivalent attachment structures, on the building ("Building") or structure located at 171 S Jackson Street, as shown on the drawings attached hereto as Exhibit "A" and Exhibit "B", on the following described lands and premises situated in the City of Seattle, County of King, State of Washington:

LOTS 1, 2, 3 AND 4, BLOCK 11, TOWN OF SEATTLE, AS LAID OUT BY D.S. MAYNARD, COMMONLY KNOWN AS D.S. MAYNARD'S PLAT OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE(S) 23 IN KING COUNTY, WASHINGTON, EXCEPT THE WEST 9 FEET THEREOF CONDEMNED IN DISTRICT COURT CAUSE NO. 7089 FOR OCCIDENTAL AVENUE AS PROVIDED BY ORDINANCE NUMBER 1109 OF THE CITY OF SEATTLE.

Page 1 of 7

Tax Parcel 524780-0745

EXCISE TAX NOT REQUIRED

King Co. Records Division

By: Gail Baker, Deputy

Together with the right, privilege and authority to attach streetcar wires to permanent eyebolt(s) or equivalent attachment structures. Grantee's actions shall not disrupt or interfere with any operation of the Building or the business operations of the Building's tenants.

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 shall give Grantor at least 72 hours advance written notice of its intention to install or replace the eyebolts and support cables on the Building and shall maintain access to vehicle and pedestrian entrances to the Building. Grantee's actions shall not disrupt or interfere with any operation of the Building or the business operations of the Building's tenants.

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.

Should Grantor at any time desire to demolish, remove, redevelop, or alter the Building located on the Property such that the eyebolts or equivalent attachment structures and cables attached to such eyebolts must be removed, the Grantor shall have the absolute right to do so, but must give at least 6 months advance written notice to Grantee of such plans for removal, redevelopment, reconstruction, or alteration of such Building, and shall give more specific advance written notice not less than 30 days prior to the date by which cables attached to the Building must be removed. In that instance, Grantee shall be obligated at its expense to remove such cables and eyebolts from the Building, repair any damage caused to the Building by such removal, install pole(s) within City Right of Way and transfer attachment to pole(s).

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 shall terminate and Grantee shall be obligated at its expense to remove such cables and eyebolts from the Building and repair any damage caused to the Building by such removal.

GRANTOR:

IC U.S.A. NO. 8 PROPERTY LIMITED PARTNERSHIP
a Washington limited partnership

By: APC, INC.
a Washington corporation
Its: General Partner

By: [Signature]
Michael G. Peterson
Its: President

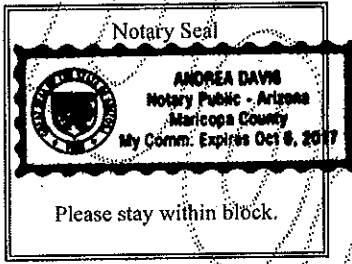
[Signature] / 7/14/14
DATE

Dated: 7/14/14

STATE OF WASHINGTON - Arizona
County of King (Maricopa)

On this 30th day of July, 2014, I certify that I know or have satisfactory evidence that MICHAEL G. PETERSON 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 APC, INC., a Washington corporation, general partner of IC U.S.A. NO. 8 PROPERTY LIMITED PARTNERSHIP, a Washington limited partnership, to be the free and voluntary act for the use and purpose mentioned in this instrument.

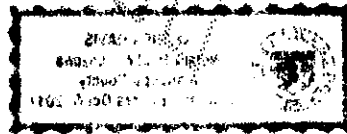
GIVEN under my hand and official seal the day and year last above written.



[Signature]
Notary (print name) Andrea Davis
Notary Public in and for the State of Washington, Arizona
residing at 4031 N Scottsdale Rd Scottsdale, AZ 85251
My Appointment expires Oct 6, 2017

LOOSE CALIFORNIA ACKNOWLEDGMENT
ATTACHED

Unofficial
Document



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

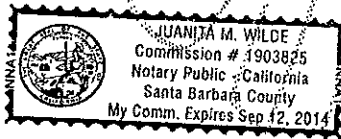
State of California

County of SANTA BARBARA

On FEB. 14, 2014 before me, JUANITA M. WILDE, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL G. PETERSON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Juanita M. Wilde
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

Page 3A of 7

Approved and Accepted By:
CITY OF SEATTLE

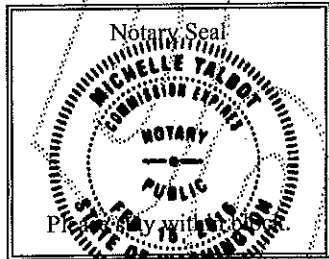
By: Goran Sparrman
Goran Sparrman, D.E.
Interim Director, Seattle Department of Transportation

Dated: 3/21/14, 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.

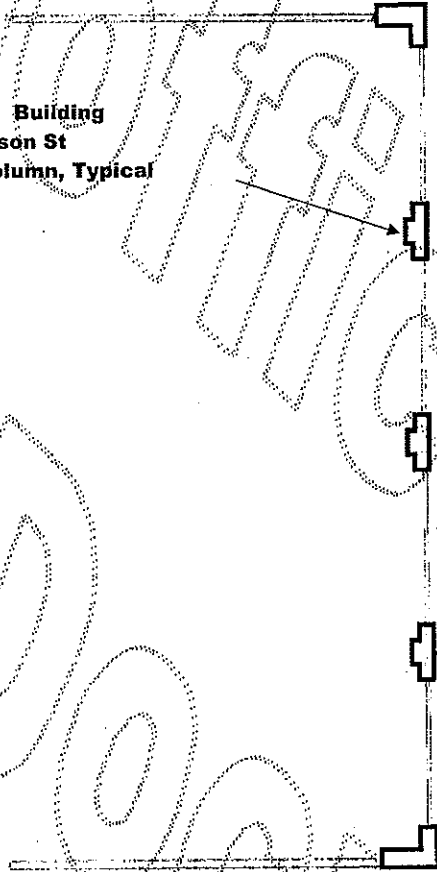


Michelle Talbot
Notary (print name) Michelle Talbot
Notary Public in and for the State of Washington,
residing at Amacortes
My Appointment expires 2/15/16

Exhibit A

Map Showing Approximate Connection Point to Building

NorthCoast Building
171 S Jackson St
Masonry Column, Typical



S Jackson St

Eyebolt/Attachment
At 24' +/- Height
(2" above Metro eyebolt)

2nd Ave S

Exhibit B (Sheet 1 of 2)

Drawings/Specifications
For Eyebolt

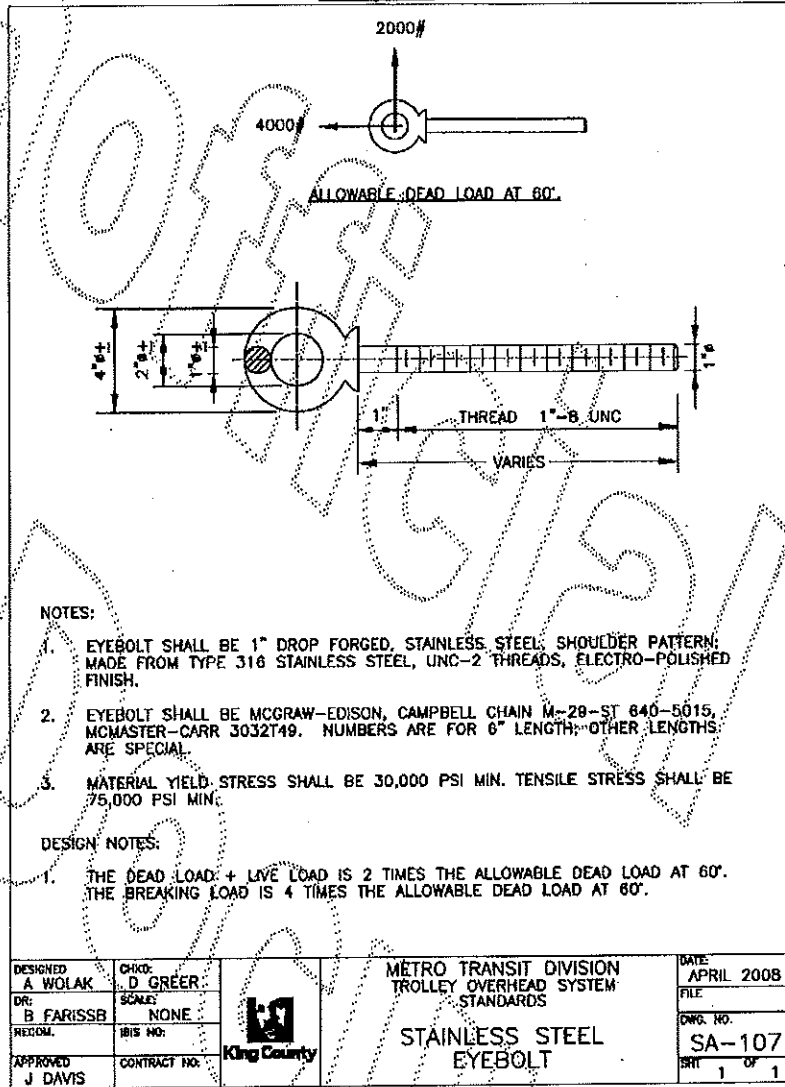
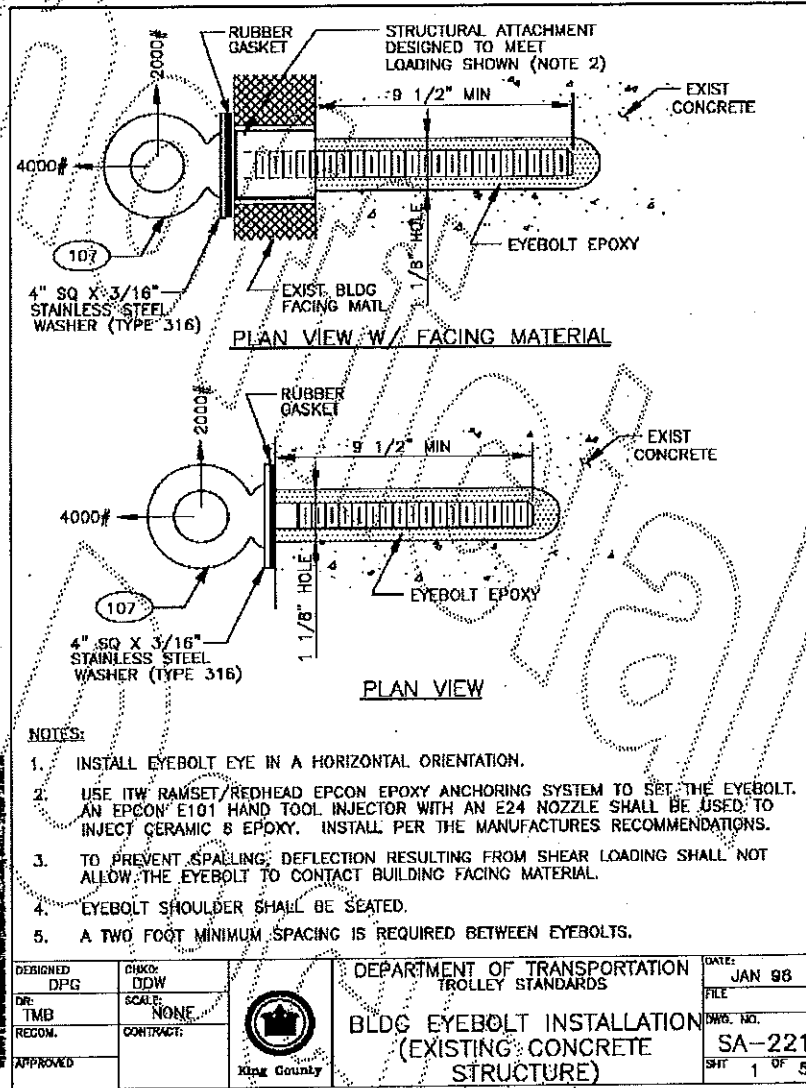


Exhibit B (Sheet 2 of 2)

Drawings/Specifications
 For Eyebolt



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



20140401000690

SEATTLE CITY O EAS 78.00
PAGE-001 OF 007
04/01/2014 14:12
KING COUNTY, WA

Document Title: Easement
Reference Number of Related Document: N/A
Grantor(s): Burke-State Bldg., LLC
Grantee: City of Seattle
Abbreviated Legal Description: Blk 11 Lots 1, 2, 3 and 4 Maynard's D S Plat Less St, Vol. 1, PP 23, King County, Washington
Assessor's Tax Parcel Number(s): 524780-0695

EASEMENT

Project: First Hill Streetcar

THIS AGREEMENT, made this 1st day of Feb, 2014, for and in consideration of mutual and offsetting benefits, and other valuable consideration, between **BURKE-STATE BLDG., LLC**, a Washington limited liability company, 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 right to install, construct, erect, alter, improve, repair and maintain permanent eyebolt(s), or equivalent attachment structures ("Eyebolts"), on the side of the Burke Building facing Jackson Street as shown on the drawings attached hereto as Exhibit "A" and Exhibit "B". The Burke Building is located at 316 Occidental Avenue S, Seattle, Washington and on the following described parcel of land situated in the City of Seattle, County of King, State of Washington:

LOTS 1, 2, 3 AND 4, BLOCK 11, TOWN OF SEATTLE, AS LAID OUT BY D.S. MAYNARD, COMMONLY KNOWN AS D.S. MAYNARD'S PLAT OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE(S) 23 IN KING COUNTY, WASHINGTON, EXCEPT THE WEST 9 FEET THEREOF CONDEMNED IN DISTRICT COURT CAUSE NO 7089 FOR OCCIDENTAL AVENUE AS PROVIDED BY ORDINANCE NUMBER 1109 OF THE CITY OF SEATTLE.

EXCISE TAX NOT REQUIRED

King Co. Records Division

By Paul Johnson Deputy

Together with the right, privilege and authority to attach streetcar wires to permanent Eyebolts, subject to the limitations set forth in this Easement.

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 the Eyebolts.

The Grantee shall be responsible, as provided by law, for any damage resulting to the Burke Building caused by Grantee's acts, omissions or negligence when attaching Eyebolts, maintaining Eyebolts, or removing Eyebolts, and attaching streetcar wires to, maintaining streetcar wires on, or removing streetcar wires from the Eyebolts.

The right, title, privileges and authority hereby granted shall continue and be in force until (a) 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 the Eyebolts, at which time all such right, title, privilege and authority hereby granted shall terminate, or (b) if the Burke Building is damaged or destroyed, and Grantor, its successors and assigns, determines, in its sole discretion either not to reconstruct the Burke Building or to reconstruct the Burke Building in a manner that is inconsistent with locating Eyebolts on the side of the reconstructed building facing Jackson Street, and gives a formal written 180 day notification of such determination to Grantee at which time this Easement shall terminate and be of no further force and effect. If the Grantee, its successors and assigns, shall permanently remove the streetcar wires, or shall otherwise permanently abandon the use of the Eyebolts, then upon the request of Grantor, its successors and assigns, Grantee, its successors and assigns, shall remove the Eyebolts and properly and promptly repair any damage to the Burke Building caused by removal of the Eyebolts.

GRANTOR:

BURKE-STATE BLDG., LLC
a Washington limited liability company

By: 

H. Martin Smith, III
Its: Manager

Dated: 2-5-2014

Approved and Accepted By:
CITY OF SEATTLE

By: [Signature]
Goran Sparrman, P.E.
Interim Director, Seattle Department of Transportation

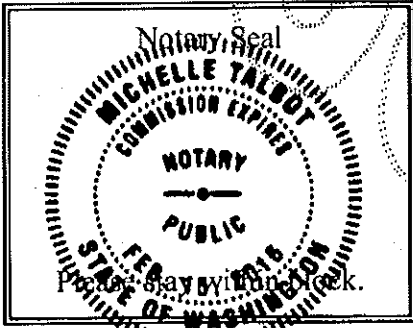
Dated: 3/21/14, 2014

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.



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

Exhibit A

Map Showing Approximate Connection Point to Building



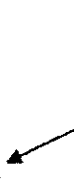
Occidental Ave S

Eyebolt/Attachment
• **At 25.5' +/- Height**
(2' above Metro eyebolt)



S Jackson St

Burke Building
Masonry Wall/Column,
Typical



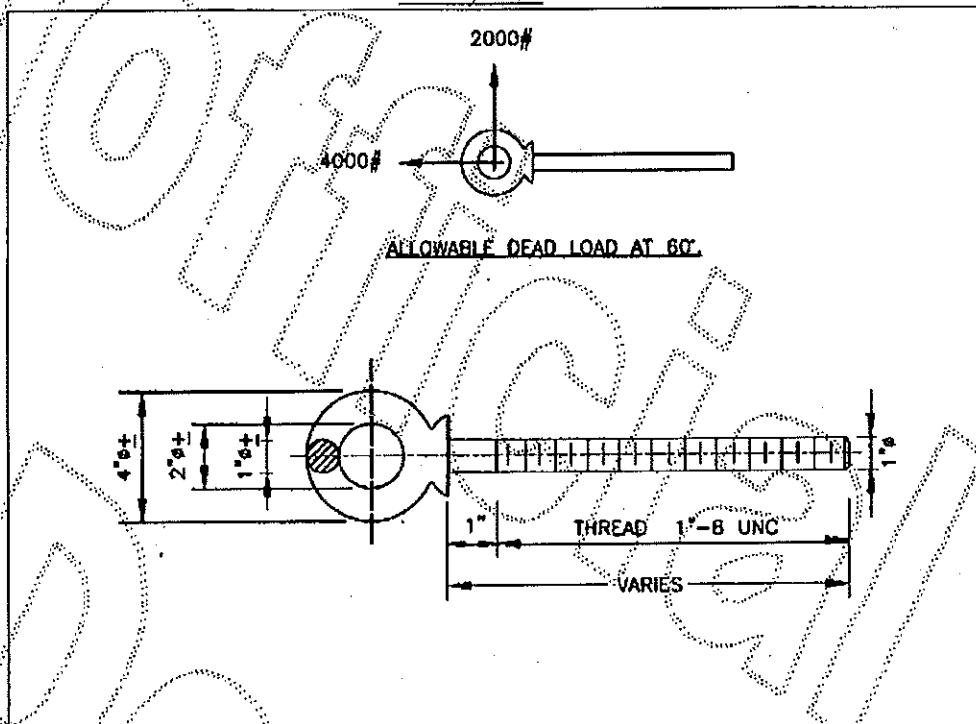
Eyebolt/Attachment
At 25.0' +/- Height
(2' above Metro eyebolt)



Alley

Exhibit B (Sheet 1 of 2)

**Drawings/Specifications
 For Eyebolt**



NOTES:

1. EYEBOLT SHALL BE 1" DROP FORGED, STAINLESS STEEL, SHOULDER PATTERN; MADE FROM TYPE 316 STAINLESS STEEL, UNC-2 THREADS, ELECTRO-POLISHED FINISH.
2. EYEBOLT SHALL BE MCGRAW-EDISON, CAMPBELL CHAIN M-29-ST 640-5015, MCMASTER-CARR 3032T49. NUMBERS ARE FOR 6" LENGTH; OTHER LENGTHS ARE SPECIAL.
3. MATERIAL YIELD STRESS SHALL BE 30,000 PSI MIN. TENSILE STRESS SHALL BE 75,000 PSI MIN.

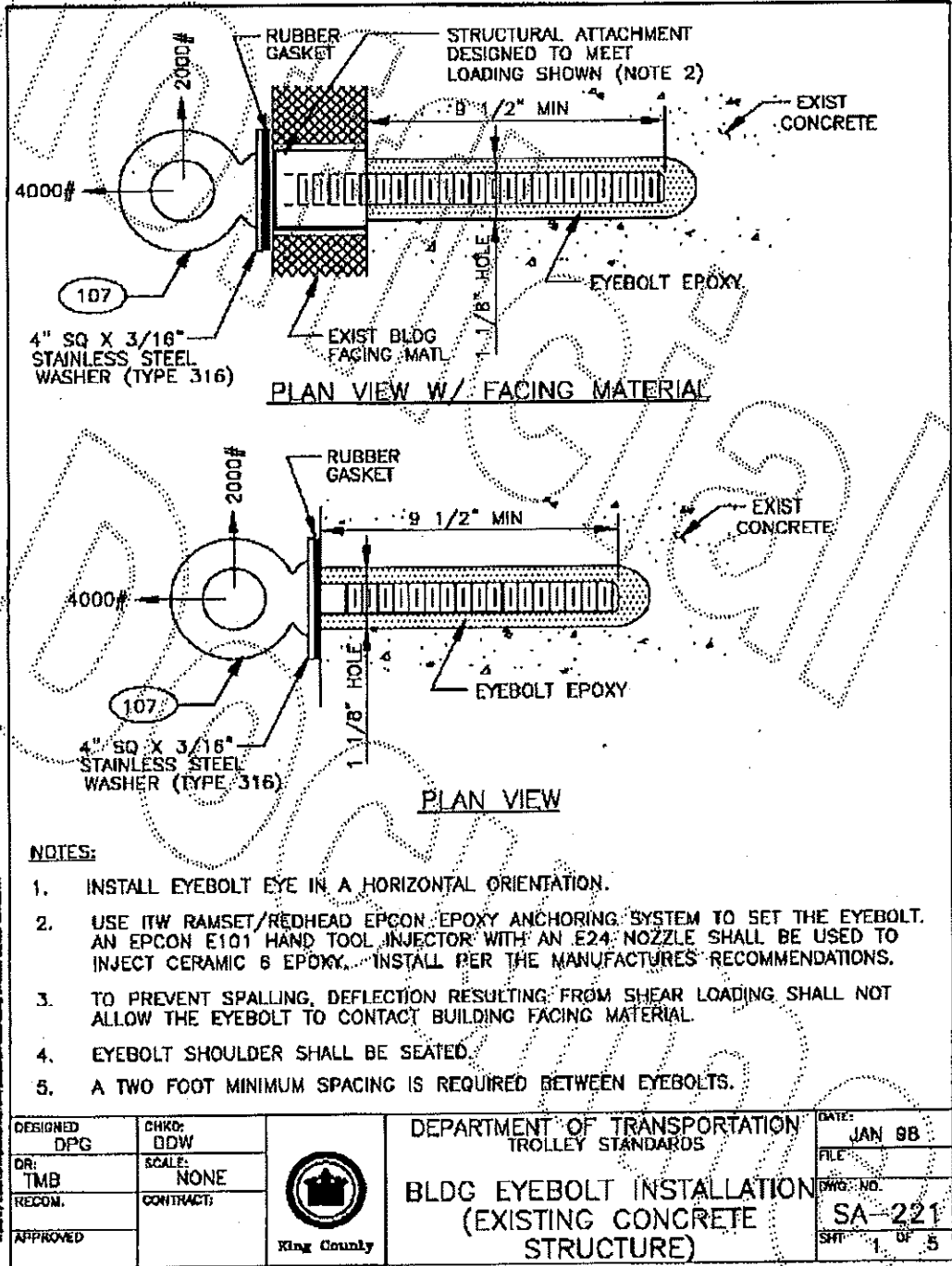
DESIGN NOTES:

1. THE DEAD LOAD + LIVE LOAD IS 2 TIMES THE ALLOWABLE DEAD LOAD AT 60°. THE BREAKING LOAD IS 4 TIMES THE ALLOWABLE DEAD LOAD AT 60°.

DESIGNED A WOLAK	CHKD: D GREER		METRO TRANSIT DIVISION TROLLEY OVERHEAD SYSTEM STANDARDS	DATE: APRIL 2008
DR: B FARISSB	SCALE: NONE		STAINLESS STEEL EYEBOLT	FILE
RECOM.	IBIS NO:		DWG. NO. SA-107	SHT 1 OF 1
APPROVED J DAVIS	CONTRACT NO:			

Exhibit B (Sheet 2 of 2)

**Drawings/Specifications
 For Eyebolt**



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



20140401000688

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): Washington Shoe Building, LLC

Grantee: City of Seattle

Abbreviated Legal Description: Blk 12 lots 1 and 2 and Ptn of Lots 1, 7 and 8, D.S. Maynard's Plat of Seattle, Vol. 1, PP 23, King County, Washington

Assessor's Tax Parcel Number(s): 524780-0735

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 **WASHINGTON SHOE BUILDING, LLC**, a Washington limited liability company, 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 400 Occidental Avenue S on the following described lands and premises situated in the City of Seattle, County of King, State of Washington:

THE NORTH 15 FEET OF LOTS 7 AND 8 AND ALL OF LOTS 1 AND 2 IN BLOCK 12 OF TOWN OF SEATTLE AS LAID OUT BY D.S. MAYNARD (COMMONLY KNOWN AS D.S. MAYNARD'S PLAT OF SEATTLE), ACCORDING TO PLAT RECORDED IN VOLUME 1 OF PLATS PAGE(S) 23, IN KING COUNTY, WASHINGTON.

EXCEPT THE WEST 9 OF SAID LOT 1 AND 9 CONDEMNED IN KING COUNTY DISTRICT COURT CAUSE NO. 7089 FOR WIDENING OCCIDENTAL AVENUE, PURSUANT TO CITY OF SEATTLE ORDINANCE NO. 1109.

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.

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



20140401000693

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 Land Co.
Grantee: City of Seattle
Abbreviated Legal Description: Blk 14 Lots 5 and 6 Maynard's D S Plat, Vol. 1, PP 23, King County, Washington
Assessor's Tax Parcel Number(s): 524780-0865

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 LAND CO.**, a Washington 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 319 Third Avenue S on the following described lands and premises situated in the City of Seattle, County of King, State of Washington:

LOTS 5 AND 6, BLOCK 14, TOWN OF SEATTLE, AS LAID OUT BY D.S. MAYNARD, COMMONLY KNOWN AS D.S. MAYNARD'S PLAT OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE(S) 23 IN KING COUNTY, WASHINGTON.

EXCISE TAX NOT REQUIRED

King Co. Records Division

By: Daryl Zahner 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 LAND CO.
a Washington corporation

By: Albert Maimon
Albert Maimon
Its: Vice President and Treasurer

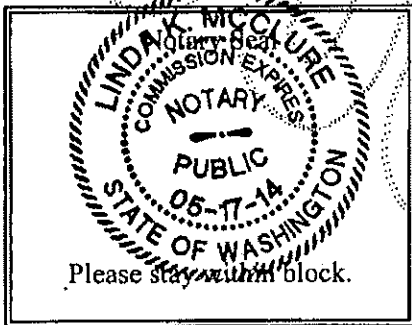
Dated: 2-13-14

STATE OF WASHINGTON)

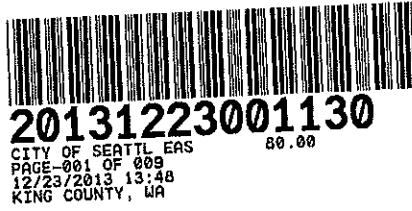
County of King)

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 Vice President and Treasurer of SAMIS LAND CO., a Washington 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



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

Document Title: Easement
Reference Number of Related Document: N/A
Grantor(s): The Polyclinic, A Professional Corporation
Grantee: City of Seattle
*Abbreviated Legal Description: Lots 1 thru 7, Blk 39 and ptm of Blk 138, A. A. Denny's
Broadway Addition, Vol 6, PP 40, King County, Washington.*
Assessor's Tax Parcel Number(s): 197820-1270

EASEMENT
EXCISE TAX REQUIRED
City of Seattle Division
Deputy

Project: First Hill Streetcar

THIS AGREEMENT, made this 17th day of December, 2013, between
THE POLYCLINIC, A PROFESSIONAL CORPORATION, also known as The Polyclinic,
a Washington professional 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;
WITNESSETH:

That the Grantee shall have the right, subject to the terms and conditions herein, to install,
construct, erect, alter, improve, repair and maintain not more than 2 (two) permanent streetcar
cable support eyebolt(s), or equivalent attachment structures, on the buildings ("Buildings") or
structures located at 1110 Harvard Avenue on the following described lands and premises situated
in the City of Seattle, County of King, State of Washington (the "Property"):

LOTS 1 THROUGH 7, INCLUSIVE, BLOCK 139, AND THAT PORTION OF BLOCK
138, LYING SOUTHERLY OF EAST UNION STREET AND NORTHEASTERLY OF
HARVARD AVENUE, ALL IN A. A. DENNY'S BROADWAY ADDITION TO THE
CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN
VOLUME 6 OF PLATS, PAGE 40, IN KING COUNTY, WASHINGTON; TOGETHER
WITH THOSE PORTIONS OF VACATED SENECA STREET ADJOINING SAID
BLOCK 138 AND LOTS 1 AND 2 OF SAID BLOCK 139, WHICH ATTACHED BY
OPERATION OF LAW.

Together with the right, privilege and authority to attach support cables to such permanent eyebolt(s) or equivalent attachment structures for the sole purpose of supporting overhead wires needed for operation of streetcars that will operate on Broadway Avenue. Under no circumstances shall the cables attached to eyebolts on the Buildings carry or have the potential to carry any electrical current.

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.

Such eyebolts shall be attached to the Buildings at a height of not less than 15 feet above sidewalk grade at all locations, at the approximate points on the perimeter building walls along Broadway Avenue, as are shown on the map attached hereto as Exhibit A, and shall use the hardware and attachment procedure that are described in the specifications and drawings attached hereto as Exhibit B, or hardware and attachment procedures that are substantially identical thereto. Either before or after attachment of such eyebolts, the City may request changes in any such attachment locations and/or the attachment procedures or hardware by submitting revised maps, drawings, or specifications, as applicable, showing the requested changes. Grantor will not unreasonably withhold approval of such changes, and if Grantor disapproves such changes it shall give specific reasons for such disapproval so that Grantee may re-submit a revised proposal to address Grantor's objections and concerns. Grantor's failure to approve or disapprove of any such changes in writing within 10 business days after receipt of any request for changes shall be deemed to be an approval of such request.

Grantee shall give Grantor at least 72 hours advance written notice of its intention to install or replace the eyebolts and support cables on the Building and shall maintain access to vehicle and pedestrian entrances to the Building.

Should Grantor at any time desire to demolish, remove, redevelop, or alter the Buildings located on the Property such that cables attached to such eyebolts must be removed, it shall have the absolute right to do so, but must give at least 6 months advance written notice to Grantee of such plans for removal, redevelopment, reconstruction, or alteration of such Buildings, and shall give more specific advance written notice not less than 60 days prior to the date by which cables attached to the Buildings must be removed to enable such reconstruction or alteration. In that instance, Grantee shall be obligated at its expense to remove such cables and eyebolts from the Buildings, repair any damage caused to the Buildings by such removal, install two (2) or more poles within City Right of Way and transfer attachments to poles.

The Grantee shall be responsible, as provided by law, for any damage caused to the Buildings 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 Buildings, 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.

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 shall terminate. If Grantee terminates use of the streetcar lines on Broadway Avenue without any plans for reinstatement of such lines within the following five years, it shall give notice of termination of this easement as to the points of connection that served the terminated streetcar line.

The rights granted hereunder are personal to the Grantee as operator of a public streetcar line and may not be assigned to any private party or other governmental entity.

[Signatures on next page]

GRANTOR:

THE POLYCLINIC, A PROFESSIONAL CORPORATION,
a Washington professional corporation

By: Rex F. Ochi
Rex F. Ochi, M.D., President

By: Lloyd David
Lloyd David, Chief Executive Officer

Dated: 12/9/13

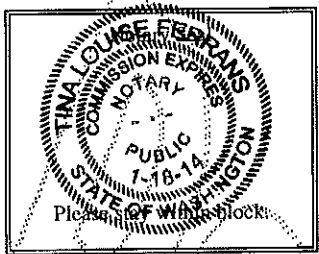
Dated: 12-9-13

STATE OF WASHINGTON

County of King

On this 9 day of December, 2013, I certify that I know or have satisfactory evidence that REX F. OCHI, M.D. 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 THE POLYCLINIC, A PROFESSIONAL CORPORATION, also known as The Polyclinic, a Washington professional 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.



Tina Louise Ferrans
Notary (print name) Tina Louise Ferrans
Notary Public in and for the State of Washington,
residing at Kent
My Appointment expires 1-18-2014

Approved and Accepted By:
CITY OF SEATTLE

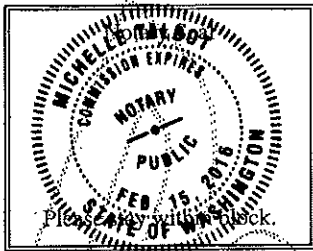
By: *Peter E. Hahn*
Peter E. Hahn, Director
Seattle Department of Transportation

Dated: 12/17/, 2013

STATE OF WASHINGTON)
County of King)

On this 17th day of December, 2013, before me personally appeared PETER E. HAHN, to me known to be the 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

Exhibit A

Map Showing Approximate Connection Points to Buildings

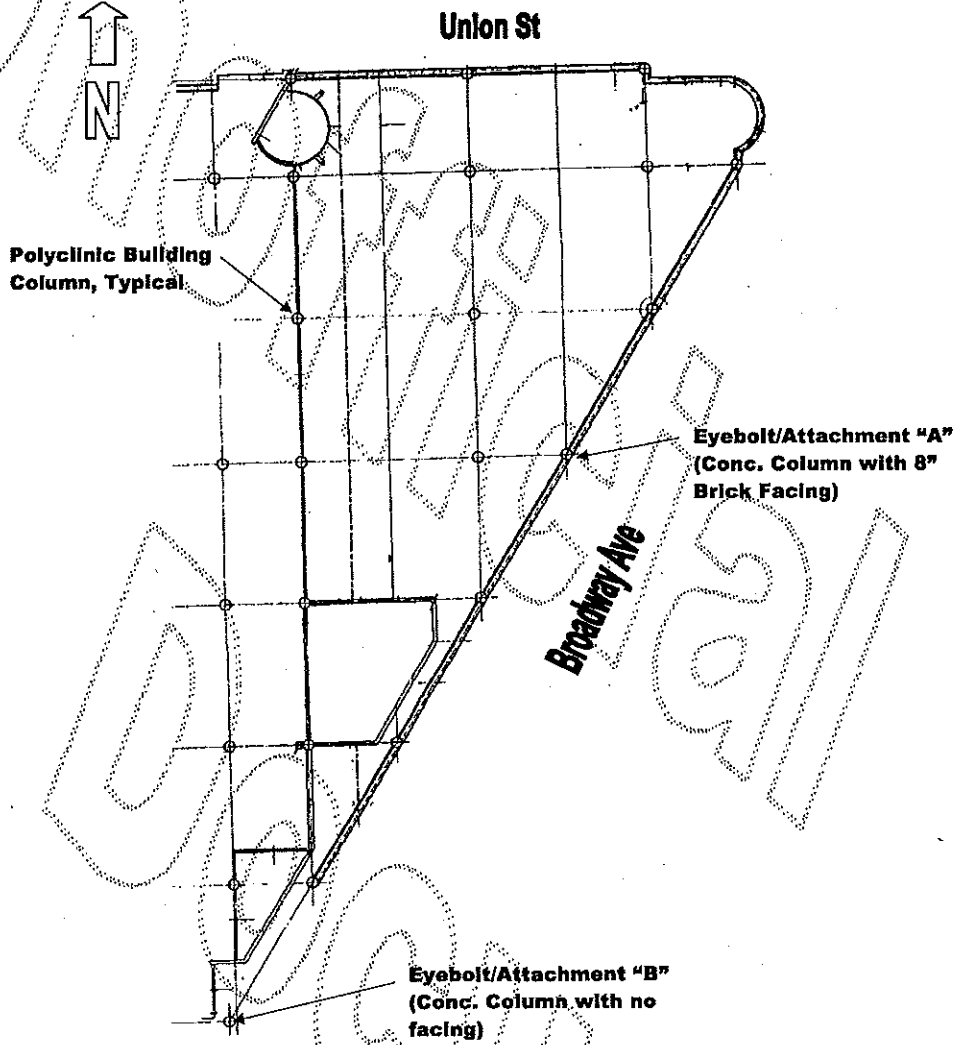


Exhibit B (Sheet 1 of 2)

Preliminary Engineering Drawings/Specifications
For Eyebolt

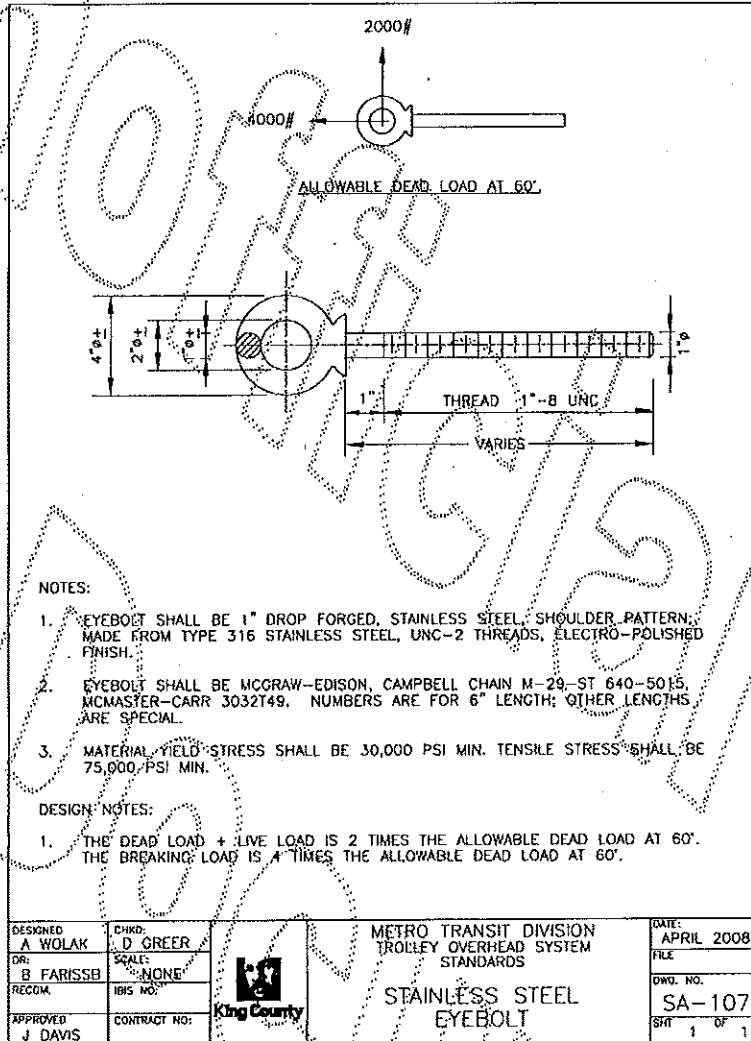
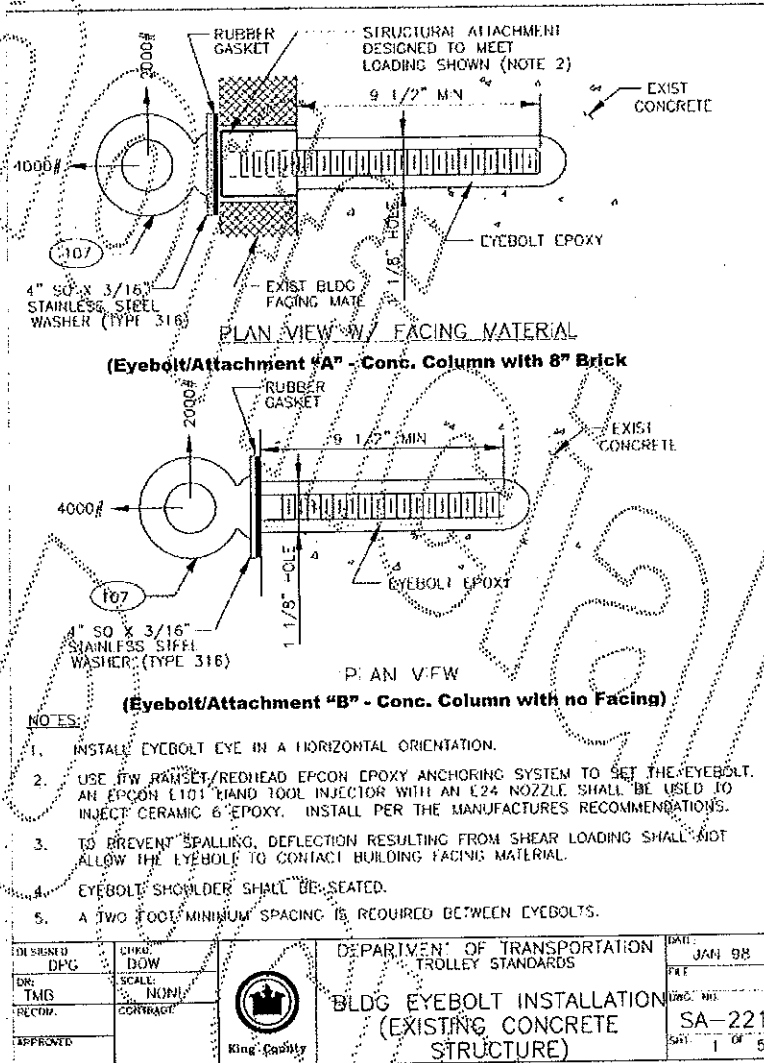


Exhibit B (Sheet 2 of 2)

Preliminary Engineering Drawings/Specifications
 For Eyebolt



BILL SUMMARY & FISCAL NOTE

Department:	Contact Person/Phone:	Executive Contact/Phone:
Department of Transportation	Larry Huggins/684-5001	Christie Parker/684-5211

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE relating to the First Hill Streetcar project; authorizing the Director of the Department of Transportation to acquire, accept, and record, on behalf of the City of Seattle, various easements granted to the City of Seattle for a portion of Blocks 5, 6, 11, 12, and 14 of the Town of Seattle, as laid out by D. S. Maynard, Commonly known as D. S. Maynard's Plat of Seattle, and Blocks 138 and 139 of A. A. Denny's Broadway Addition to the City of Seattle, to install, construct, erect, alter, improve, repair, and maintain permanent streetcar cable eyebolts to various buildings or structures; placing such easements under the jurisdiction of the Seattle Department of Transportation; and ratifying and confirming certain acts.

Summary and background of the Legislation:

This legislation authorizes acquisition, acceptance, and recording of easements by the Director of Transportation granted by various property owners in connection with the First Hill Streetcar project ("Project") and places the easements under the jurisdiction of the Department of Transportation. The easements are necessary for the installation and maintenance of eyebolt attachments for those buildings or structures requiring eyebolt support for the cables.

The Project consists of a modern low-floor streetcar system that will connect First Hill employment centers to Sound Transit's regional Link light rail system, including but not limited to the International District/Chinatown Station and the future Capitol Hill Station at Broadway and East John Street which is currently under construction.

The route is approximately two and one half miles that will operate primarily on Broadway, Yesler Way, and South Jackson Street with ten proposed stop locations.

2. CAPITAL IMPROVEMENT PROGRAM

 This legislation creates, funds, or amends a CIP Project.

Project Name:	Project I.D.:	Project Location:	Start Date:	End Date:	Total Cost:
First Hill Streetcar Project	TC367100	Various	Q2/2009	Q4/2014	

3. SUMMARY OF FINANCIAL IMPLICATIONS

 X This legislation does not have direct financial implications.

4. OTHER IMPLICATIONS

- Does the legislation have indirect or long-term financial impacts to the City of Seattle that are not reflected in the above?

The City is not paying anything for the easements. The benefits are mutual and offsetting.

- Is there financial cost or other impacts of not implementing the legislation?

If eyebolts are not used to hold the cables for this Project, new poles would need to be erected for the cables. The cost for this alternative is estimated to be \$35,000 per attachment, totaling \$350,000 for the Project. Additionally, use of any alternative method would violate the Pioneer Square Preservation Board's approval of the Project.

- Does this legislation affect any departments besides the originating department?

No

- Is a public hearing required for this legislation?

No

- Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No

- **Does this legislation affect a piece of property?**

Yes, the City is acquiring easement rights for certain properties to install and maintain the cables necessary to power the First Hill Streetcar.

- **If this legislation includes a new initiative or a major programmatic expansion:
What are the long-term and measurable goals of the program? Please describe how
this legislation would help achieve the program's desired goals.**

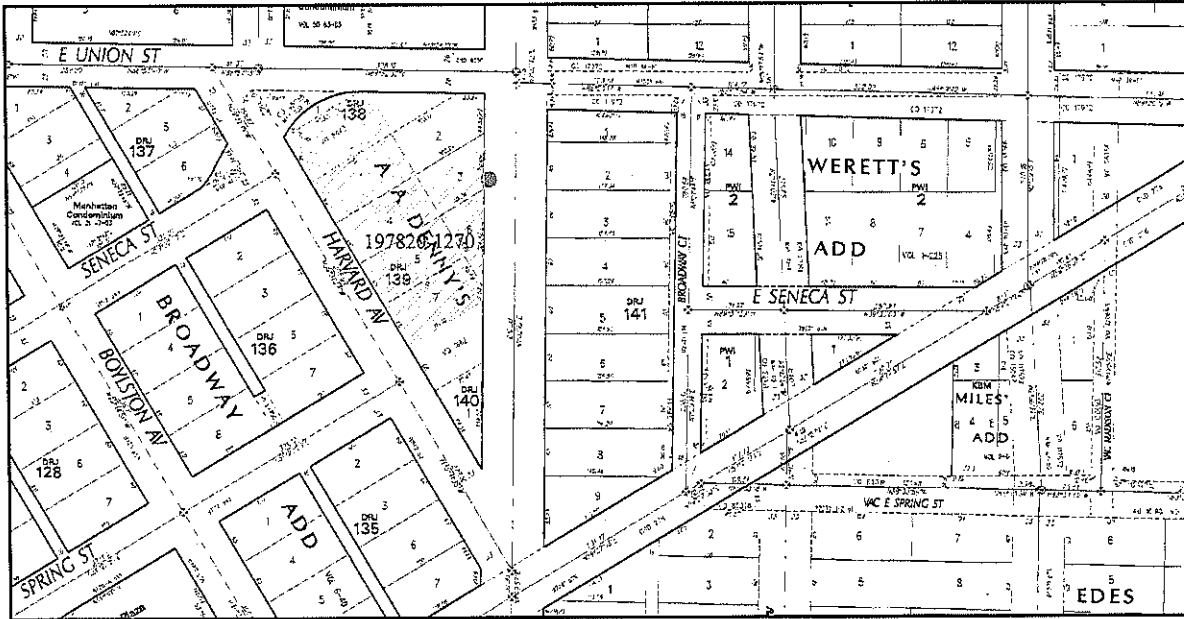
N/A

- **Other Issues:**

None

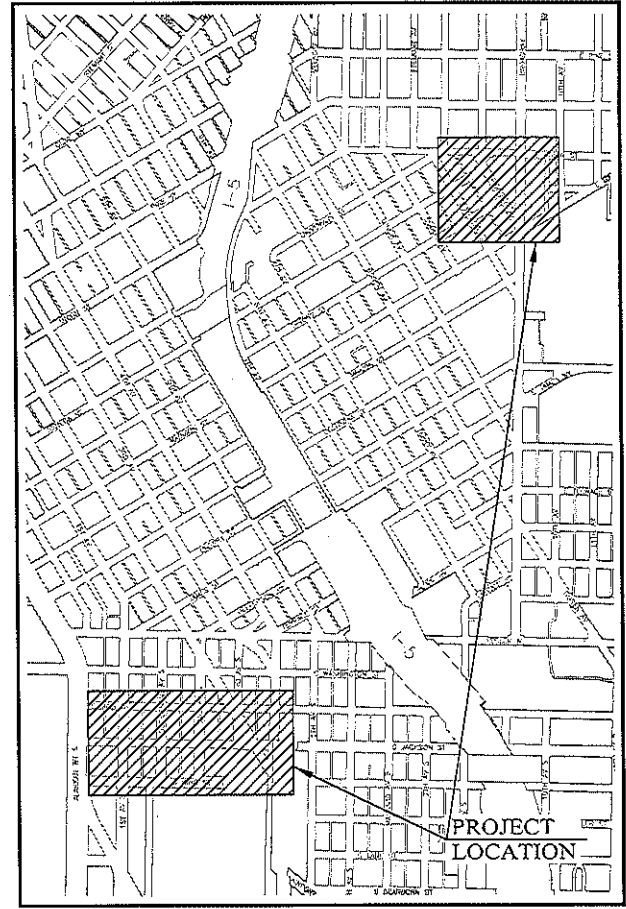
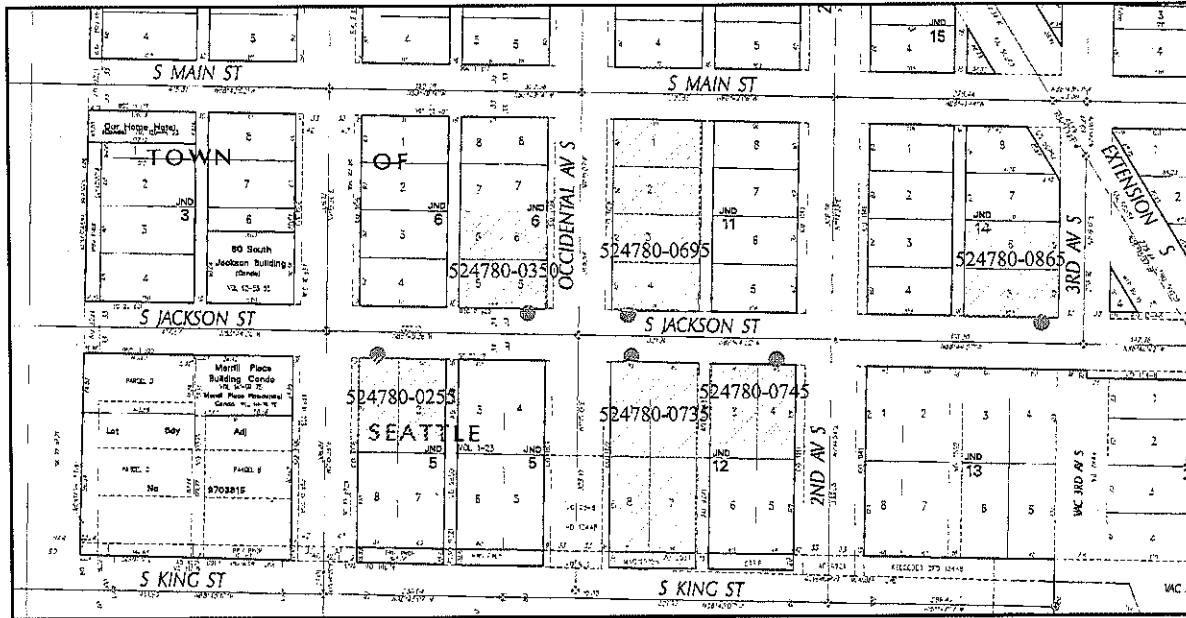
List attachments below:

Attachment A: First Hill Streetcar Permanent Easements Map.



LEGEND:

- EXISTING BUILDING
- PERMANENT EASEMENT



VICINITY MAP
SCALE: 1" = 1,000'



**FIRST HILL STREETCAR
PERMANENT EASEMENTS**

SCALE: 1" = 150'

STATE OF WASHINGTON -- KING COUNTY

--SS.

322315

No.

CITY OF SEATTLE, CLERKS OFFICE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

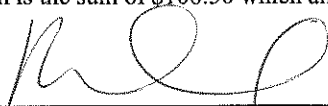
CT:124725-729 TITLE ONLY

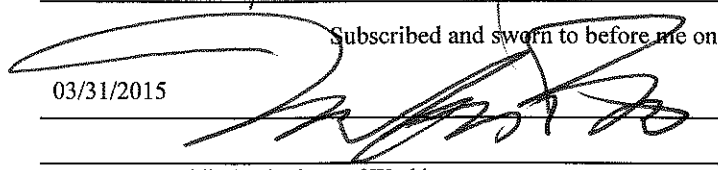
was published on

03/31/15

The amount of the fee charged for the foregoing publication is the sum of \$108.50 which amount has been paid in full.





Subscribed and sworn to before me on
03/31/2015


Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

Legislation passed by the Seattle
City Council 3/02/15

Ord. 124725

C.B. 118338

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Ord. 124726

C.B. 118334

AN ORDINANCE granting Acorn Development LLC permission to construct, maintain, and operate below-grade utility lines for a site specific heat conveyance system and other utilities under and across Lenora Street between 6th Avenue and 7th Avenue, and under and across 7th Avenue between Lenora Street and Blanchard Street; for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted and providing for the acceptance of the permit and conditions.

Ord. 124727

C.B. 118335

AN ORDINANCE granting Eco District LLC permission to construct, maintain, and operate below-grade utility lines for a site specific heat conveyance system under and along Virginia Street between 5th Avenue and 6th Avenue, and under and across 6th Avenue between Virginia Street and Lenora Street; for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted and providing for the acceptance of the permit and conditions.

Ord. 124728

C.B. 118333

AN ORDINANCE vacating a portion of Terry Avenue and an alley in Block 32, Heirs of Sarah A. Bells 2nd Addition, on the petition of King County (Clerk File 29 5303); and ratifying and confirming certain prior acts.

Ord. 124729

C.B. 118336

AN ORDINANCE relating to the First Hill Streetcar project; authorizing the Director of the Department of Transportation to acquire, accept, and record, on behalf of the City of Seattle, various easements granted to the City of Seattle for a portion of Blocks 5, 6, 11, 12, and 14 of the Town of Seattle, as laid out by D. S. Maynard, Commonly known as D. S. Maynards Plat of Seattle, and Blocks 138 and 139 of A. A. Dennys Broadway Addition to the City of Seattle, to install, construct, erect, alter, improve, repair, and maintain permanent streetcar cable eyebolts to various buildings or structures; placing such easements under the jurisdiction of the Seattle Department of Transportation; and ratifying and confirming certain acts.

Date of publication in the Seattle Daily Journal of Commerce, March 31, 2015.

3/31(322315)