

Instrument Number: 20251030000396 Document: EAS Rec: \$307.50 Page-1 of 5
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City of Seattle SPU – DWW
700 5th Ave, Suite 4900-RPS
PO Box 34018
Seattle WA 98124-4108

SLOPE STABILIZATION EASEMENT

Grantor (insert correct title):..... Linda Duchin
Grantee (insert correct title):..... THE CITY OF SEATTLE, Seattle Public Utilities
Legal Description (abbreviated):..... PONTIAC ADD PARCEL A OF CITY OF SEATTLE
SHORT PLAT NO 78-173 RECORDING NO
7809290968 SD PLAT DAF-LOTS 1 THRU 10 BLK 66
TGW LOTS 2, 3, & 4 BLK 67 LESS N 90 FT SDLOTS 2 &
3 LESS W 10 FT OF N 90 FT OF LOT 4 IN PONTIAC
ADD
Assessor's Tax Parcel ID#:..... 684470-3295
Reference No(s):..... N/A

3832 NE 91st St

SPU File # DWW2023-0022-0001

THIS EASEMENT made this 28th day of August, 2025 by
Linda Duchin, hereinafter called "Grantor," and the **CITY OF SEATTLE**, a municipal
corporation of the State of Washington, acting by and through its Seattle Public Utilities
Department, hereinafter called the "City"; WITNESSETH;

1. That the Grantor, for and in consideration of the sum of FOUR THOUSAND FIVE
HUNDRED DOLLARS (\$4,500), and under imminent threat of eminent domain, hereby
conveys and grants to the City, its successors and assigns, a slope easement, including
the right, privilege and authority to install, construct, reconstruct, erect, alter,
improve, repair, operate and to maintain the slope and grade, connecting pipes and
appurtenances, over, under, through, across, along and upon the Grantor's property
located in King County, Washington, described as follows:

Legal Description and Plan attached hereto as EXHIBIT "A" and EXHIBIT "B"
and incorporated herein by reference.

2. Grantor hereby agrees that no building, fence, wall, rockery, trees, shrubbery or
obstruction of any kind shall be erected or planted, or any fill material will be placed
within the boundaries of said Easement Area without the written permission of the City of
Seattle's GM/CEO of Seattle Public Utilities or her/his designee. No excavation shall be
made within three feet of said Slope Easement Area, and that the elevation of the earth
within the Easement Area shall not be changed.

3. Grantor hereby agrees that no other utility facilities, such as conduits, cables, pipelines, vaults poles, posts, whether public or private, will be installed within five (5) horizontal feet of the Slope Easement Area.
4. Subject to the terms of this Agreement, the City or its agents shall have the right without prior institution of any suit or proceeding at law, at such times as may be necessary, to enter upon said Easement Area and such additional area immediately adjacent to said Easement Area, as shall be reasonably required for the purposes herein described, without incurring any legal obligation or liability therefore; provided, however, subject to and in accordance with the conditions and restrictions on private improvements described in paragraphs 2 and 3 herein, that in the event the City disturbs or damages private improvements on the Property in connection with its use of the easement granted herein, the City shall restore such improvements to a condition as good as or better than that which existed prior to such damage or disturbance.
5. In an emergency the City shall have the right to close the Easement Area and to excavate without prior notice.
6. Grantor shall have the right to use said property in any way and for any other legal purpose not inconsistent with the rights herein granted.
7. Grantor waives any present or future claim against the City relating to hazardous substances, pollutants, or contaminants on the Property in connection with the rights granted hereunder unless the hazardous substances, pollutants or contaminants are released as a direct result from the City's operations on the Property or the use of the Easement Area.
8. If the Property is redeveloped in such a way which eliminates the need for drainage, connecting pipes and appurtenances, property owner can request the City of Seattle's GM/CEO of Seattle Public Utilities or her/his designee, for a relinquishment of the Slope Easement and if approved Seattle Public Utilities will record a relinquishment of the Easement.
9. The City will exercise its rights under this Agreement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. The City will defend, indemnify, and hold Grantor harmless from and against any and all claims, costs, liabilities, and damages that arise from or relate to the exercise of the rights granted herein by the City, its agents, employees, representatives, contractors and permittees to the extent such claims, costs, liabilities and damages are caused by an act or omission of the City, its agents, employees, representatives, contractors and permittees. To the extent permitted by RCW 4.24.115, the City's obligations under this indemnity shall not apply to the extent that any such claims, costs, liabilities, and damages

arise from the negligence of Grantor or its agents, employees, representatives, contractors or permittees.

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

Executed this 28th day of August, 2025.

GRANTOR: Linda Duchin

By: [Signature]

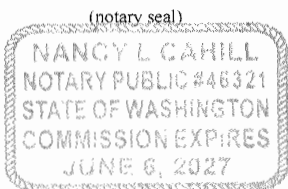
Print Name: Linda Duchin

STATE OF WASHINGTON)

COUNTY OF KING) ss.

On this 28th day of August, 2025, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Linda Duchin**, to me known to be the individual described in and who executed the within and foregoing instrument, acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

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



Signature: [Signature]
Print name: NANCY L. CAHILL
Notary Public in and for the State of Washington
Residing at: Seattle, Washington
My commission expires: 06/06/2027

EXHIBIT A
LEGAL DESCRIPTION FOR SLOPE EASEMENT
FROM TAX PARCEL NO. 6844703295

A slope easement across a portion of the Northwest quarter of the Southwest quarter of Section 34, Township 26 North, Range 4 East, W.M., King County, Washington, being described as follows:

The southerly 20.00 feet of the westerly 37.00 feet of the below described PARENT PARCEL, containing 740 square feet, more or less.

PARENT PARCEL

PARCEL A OF THE CITY OF SEATTLE SHORT PLAT NO. 78-173, RECORDED UNDER RECORDING NO. 7809290968, RECORDS OF KING COUNTY, WASHINGTON, SAID SHORT PLAT FURTHER DESCRIBED AS FOLLOWS:

LOTS 1 THRU 10, BLOCK 66, TOGETHER WITH LOTS 2, 3 AND 4, BLOCK 67, LESS THE NORTHERLY 90 FEET OF SAID LOTS 2 AND 3, BLOCK 67, AND LESS THE WESTERLY 10 FEET OF THE NORTHERLY 90 FEET OF SAID LOT 4, BLOCK 67, ALL IN PONTIAC ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 42, IN KING COUNTY, WASHINGTON

SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

