

Record Date:7/22/2020 4:15 PM

Electronically Recorded King County, WA EXCISE TAX NOT REQUIRED BY LISA HUYNH, DEPUTY

When recorded return to:

SEATTLE CITY LIGHT
700 Fifth Avenue, Suite 3338
P. O. Box 34023
Seattle, WA 98124-4996
Attn: Chad Morrell

EASEMENT- Overhead and Surface

PM Number: 240418-1-006
Grantor: The Port of Seattle
Grantee: The City of Seattle
Short Legal: Ptns. Pcls. A and B, Seattle LBA No. 3022491, AF # 20181024900004;
Ptns. Pcls.Y and Z, Seattle LBA No. 3020104, AF# 20181128900006, King Co.
Tax Parcel : 766670-0315; 766670-0560; 766670-0561; 766670-0325

This Easement Agreement is made this 21 day of August, 2019 by and between the Port of Seattle, a municipal corporation of the State of Washington (“Grantor”) and The City of Seattle, a municipal corporation of the State of Washington, acting through its City Light Department (“Grantee”); hereafter, when applicable, referred to all together as the “Parties”, AS FOLLOWS:

That the Grantor, for and in consideration of the sum of One Dollar (1.00) and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to the Grantee, its successors and assigns, the perpetual, non-exclusive right, privilege and authority (an “Easement”) to install, construct, improve, remove, alter, repair, energize, operate and maintain overhead electric distribution facilities, which may include, but are not limited to: poles, crossarms, guy wires, anchors, transformers, switches, wires and other convenient appurtenances necessary to make said overhead facilities an integrated electric system (“Electric System”) upon, above, over, across, and through those portions of the following described real property (“Easement Areas”) situated in the County of King, State of Washington:

SEE EXHIBITS “A1” AND “A2” ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

Together with the right at all times to the Grantee, its successors and assigns, of reasonable ingress to and egress from, and the reasonable right to traverse freely, the real property of the Grantor outside of the Easement Areas for the purposes set forth herein.

Also the right at all times to the Grantee, its successors and assigns, to cut and trim brush, trees or other plants standing or growing upon the Easement Areas, which, in the opinion of Grantee, interfere with the maintenance or operation of, or constitute a menace or danger to, Grantee’s Electric System.

The Easement Areas contain **54,983** square feet, more or less.

Following initial installation and construction of, and thereafter following any work on in the Easement Areas, Grantee shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Grantor's real property, including the Easement Areas, affected by Grantee's work to the condition existing immediately prior to such work. All such restoration shall be performed in a workmanlike manner, in accordance with all applicable laws, ordinances and codes. All such work shall be performed as soon as reasonably possible after the completion of Grantee's work and shall be coordinated with Grantor so as to cause the minimum amount of disruption to Grantor's use of its real property.

Grantor reserves the right for itself, and for its tenants, successors and assigns, to use the Easement Areas for any purpose not inconsistent with the rights herein granted, including but not limited to storage, parking, and other uses, consistent with the uses to which Grantor's real property is currently put; provided, however:

- a) That no blasting or discharge of any explosives will be permitted within fifty (50) feet of Grantee's Electric System;
- b) That no structure or fire hazard will be erected or permitted within the Easement Areas;
- c) That no digging will be done or permitted within the Easement Areas which will in any manner disturb the Electric System; and
- d) That in the event that Grantee installs protective bollards or other steel barrier around any pole(s) within the Easement Areas, Grantor shall not have the right to use that portion of the Easement Areas within the protective barrier(s) and Grantee shall be responsible for all maintenance of such portions of the Easement Areas.

To the extent permitted by law, Grantor and Grantee shall protect, defend, indemnify, and save harmless the other party, and its officers, officials, employees, and agents from any and all costs, claims, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damage to property (each, a "Claim") to the extent caused by the negligent acts omissions or willful misconduct of the indemnifying party. Each party agrees that its obligations under this section extend to any Claim, demand, or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event of any Claims, demands, actions or lawsuits, the indemnifying party upon prompt notice from the other party, shall assume all costs of defense thereof, including legal fees incurred by the other party, and of all resulting judgments that may be obtained against the other party.

Grantor and Grantee understand and agree that any Claim arising out of or in connection with the disposal, release or discharge, migration, handling, or transportation of hazardous materials or substances,

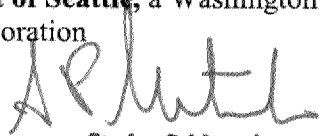
as that term may be defined by applicable local, state or federal law will be subject to the parties' obligations under that certain Memorandum of Agreement between the City of Seattle and the Port of Seattle regarding the East Marginal Way Grade Separation, dated July 23, 2014, as applicable. The rights herein granted shall continue until such time as Grantee permanently removes the Electric System from the Easement Areas or shall otherwise permanently abandon the Electric System, which shall be deemed to have occurred after five consecutive years of non-use, at which time all such rights hereby granted shall terminate. Upon termination, any improvements remaining in the Easement Areas shall become the property of Grantor.

Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this Easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective heirs, successors and assigns.

Dated and signed on this 8th day of August, 2018

Port of Seattle, a Washington municipal corporation

By:



Stephen P. Metruck

Its:

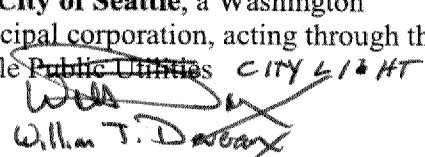
Executive Director

Date:

8/8, 2019

The City of Seattle, a Washington municipal corporation, acting through the Seattle Public Utilities ~~CITY LIGHT~~

By:



Its:

Dir, Env Mgmt & Cal Eshite

Date:

Aug 21, 2019

STATE OF)
)
COUNTY OF)

I certify that I know or have satisfactory evidence that STEPHEN P. METTRICK is the person who appeared before me and signed this instrument, on oath stated that s/he is authorized to execute the instrument and acknowledged it as the EXECUTIVE DIRECTOR of the Port of Seattle, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 5th day of August, 2019



NAME [Signature]

(Print name) HUGH HASTINGS

NOTARY PUBLIC in and for the State of Washington

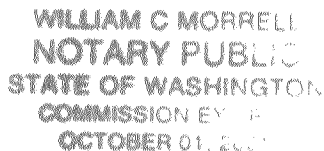
Residing at KING CO.

My appointment expires: 4-30, 2020

STATE OF)
)
COUNTY OF)

I certify that I know or have satisfactory evidence that WILLIAM DEVEREAUX is the person who appeared before me and signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as Real Estate Manager of Seattle City Light, a department of The City of Seattle, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 21 day of August, 2019



NAME [Signature]

(Print name) WILLIAM MORRELL

NOTARY PUBLIC in and for the State of Washington

Residing at RYALLUP, WA

My appointment expires: OCT 1, 2021

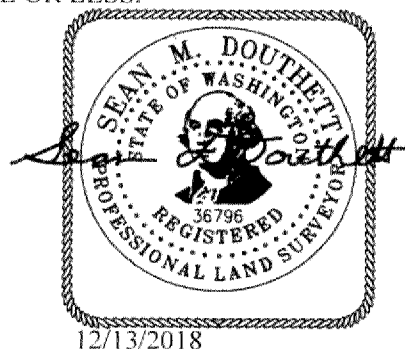
EXHIBIT A1
LEGAL DESCRIPTION
AERIAL ELECTRICAL POWERLINE EASEMENT

A STRIP OF LAND 42.00 FEET IN WIDTH SITUATE IN PARCELS A AND B OF CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3022491 FILED UNDER KING COUNTY RECORDING NUMBER 20181024900004, LYING WITHIN LOT 3, BLOCK 387, AND LOTS 2 AND 3, BLOCK 385, AND VACATED 8TH AVENUE SOUTHWEST, SEATTLE TIDE LANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, IN OLYMPIA, WASHINGTON, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, THE SIDELINES OF SAID STRIP LYING 21.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A 5" DIAMETER CONCRETE MONUMENT WITH A BRASS ROD WITH PUNCH MARK, IN CASING, FOUND IN PLACE AT THE CENTERLINE INTERSECTION OF 6TH AVENUE SOUTHWEST AND DUWAMISH AVENUE SOUTH, FROM WHENCE A 5"X 5" CONCRETE MONUMENT WITH A 3/8" BRASS ROD WITH PUNCH MARK FOUND IN PLACE ON THE CENTERLINE OF 6TH AVENUE SOUTHWEST 8.00 FEET, MORE OR LESS, NORTH OF THE SOUTH RIGHT OF WAY MARGIN OF SOUTH SPOKANE STREET, BEARS NORTH 01°05'55" EAST 180.43 FEET DISTANT;
THENCE SOUTH 01°05'55" WEST, ALONG THE SOUTHERLY EXTENSION OF THE AFOREMENTIONED MONUMENTED LINE 7.16 FEET TO THE INTERSECTION OF A LINE WHICH IS PARALLEL WITH AND 255 FEET SOUTH OF THE CENTERLINE OF SOUTH SPOKANE STREET, HEREINAFTER REFERRED TO AS 'NORTH PARALLEL LINE';
THENCE NORTH 88°52'07" WEST ALONG SAID NORTH PARALLEL LINE 351.25 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE, SAID NORTH PARALLEL LINE BEING THE SOUTHERLY LIMITS OF SAID STRIP SIDELINES;
THENCE NORTH 49°17'38" WEST 18.28 FEET; THENCE NORTH 81°50'04" WEST 284.12 FEET;
THENCE SOUTH 81°04'21" WEST 39.51 FEET TO THE WESTERLY LINE OF SAID BLOCK 387 AND THE TERMINUS OF SAID CENTERLINE AND STRIP SIDELINES;

THE SIDE LINES OF SAID STRIP ARE TO BE SHORTENED OR LENGTHENED AS NEEDED SO AS TO INTERSECT AT INTERIOR AND EXTERIOR ANGLE POINTS.

CONTAINING 14,114 SQUARE FEET OR 0.32 ACRES, MORE OR LESS.



Friday, December 14, 2018

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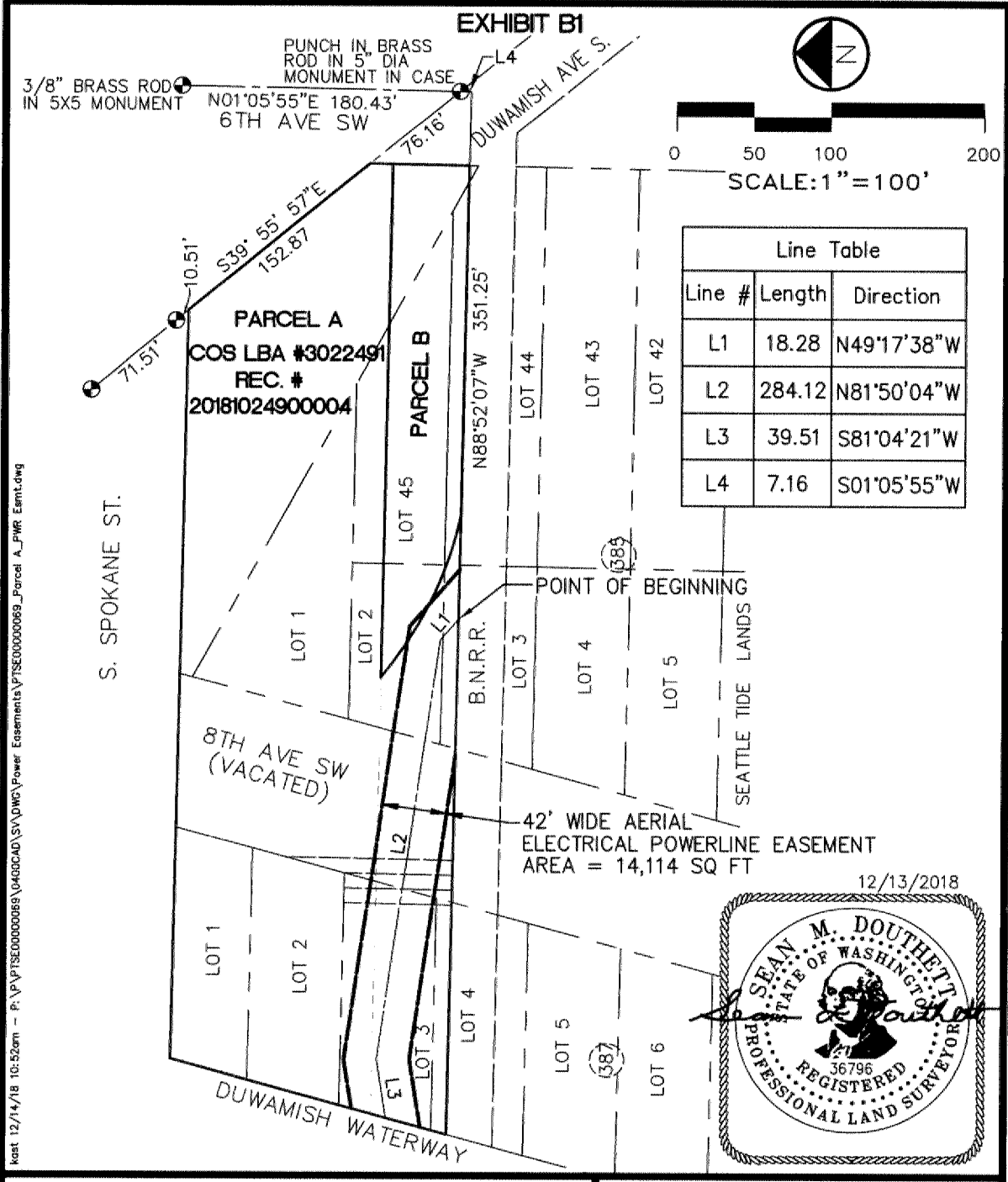


EXHIBIT B1
AERIAL ELECTRICAL POWERLINE EASEMENT
 A PORTION OF THE S.W. 1/4 OF THE N.E. 1/4 OF SECTION 18, T.24N, R.4E, W.M., CITY OF SEATTLE, KING COUNTY, WASHINGTON



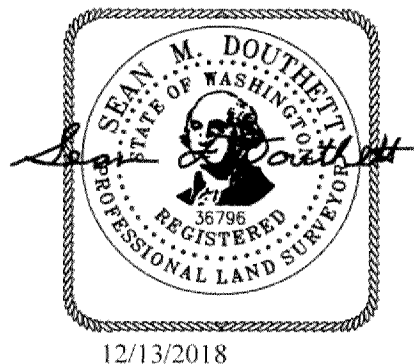
DAVID EVANS AND ASSOCIATES INC.
 415 - 118th Avenue SE
 Bellevue Washington 98005-3518
 Phone: 425.519.6500

EXHIBIT A2
LEGAL DESCRIPTION
AERIAL ELECTRICAL POWERLINE EASEMENT

A STRIP OF LAND 42.00 FEET IN WIDTH SITUATE IN A PORTION OF PARCELS Y AND Z OF CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3020104 FILED UNDER KING COUNTY RECORDING NUMBER 20181128900006, LYING WITHIN LOTS 3, 4, 40, 41, 42, 43, AND 44, BLOCK 385, AND LOTS 3, 4, 5, 6, 7, 29, AND 30, BLOCK 378, AND VACATED 6TH AVENUE SOUTHWEST, SEATTLE TIDE LANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, IN OLYMPIA, WASHINGTON, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, THE SIDELINES OF SAID STRIP LYING 21.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A 5" DIAMETER CONCRETE MONUMENT WITH A BRASS ROD WITH PUNCH MARK IN CASING FOUND IN PLACE AT THE CENTERLINE INTERSECTION OF 6TH AVENUE SOUTHWEST AND DUWAMISH AVENUE SOUTH FROM WHENCE A 1/4" BRASS ROD IN LEAD FOUND IN PLACE AT THE CENTERLINE INTERSECTION OF DUWAMISH AVENUE SOUTH AND EAST MARGINAL WAY SOUTH BEARS SOUTH 39°53'59" EAST 897.45 FEET DISTANT; THENCE SOUTH 39°53'59" EAST ALONG SAID CENTERLINE 10.13 FEET; THENCE SOUTH 50°06'01" WEST PERPENDICULAR TO SAID CENTERLINE, 45.00 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY MARGIN OF SAID DUWAMISH AVENUE SOUTH AND THE EASTERLY EXTENSION OF A LINE 20.00 FEET NORTH OF THE SOUTH LINE OF LOT 44, BLOCK 385 SEATTLE TIDE LANDS HEREINAFTER REFERRED TO AS 'NORTH PARALLEL LINE'; THENCE NORTH 88°52'07" WEST ALONG SAID NORTH PARALLEL LINE 287.75 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE, SAID NORTH PARALLEL LINE BEING THE NORTHERLY LIMITS OF SAID STRIP SIDELINES; THENCE SOUTH 49°17'39" EAST 973.22 FEET TO THE SOUTH LINE OF SAID PARCEL Y AND THE TERMINUS OF SAID CENTERLINE AND SAID STRIP SIDELINES;

CONTAINING 40,869 SQUARE FEET OR 0.94 ACRES, MORE OR LESS.



Friday, December 14, 2018

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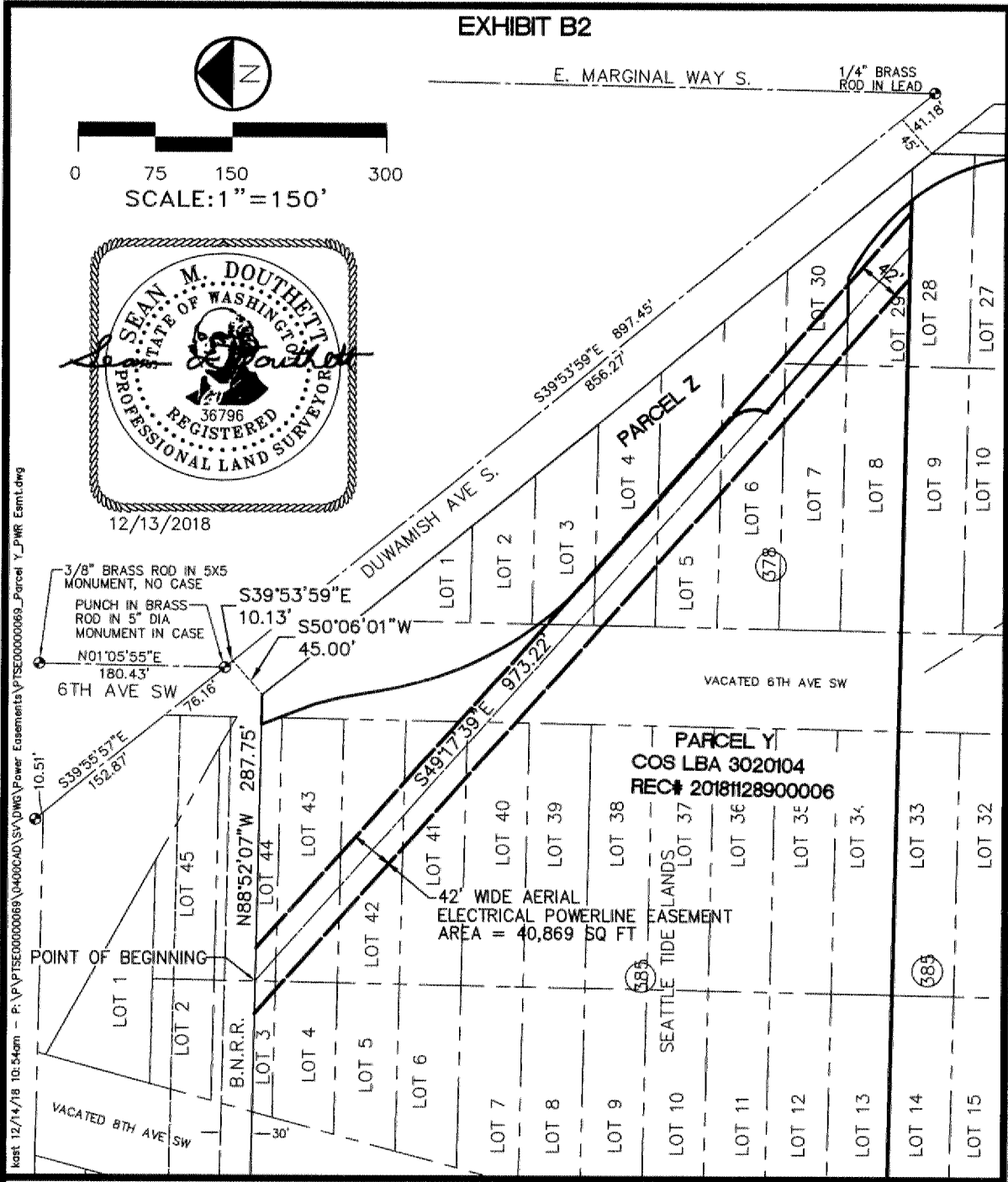


EXHIBIT B2
AERIAL ELECTRICAL POWERLINE EASEMENT
 A PORTION OF THE S.W. 1/4 OF THE N.E. 1/4 OF
 SECTION 18, T.24N, R.4E, W.M., CITY OF SEATTLE,
 KING COUNTY, WASHINGTON



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 AND ASSOCIATES INC.**
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 Bellevue Washington 98005-3518
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