

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
KING COUNTY
WASTEWATER TREATMENT DIVISION
201 SOUTH JACKSON STREET, SUITE 0505
SEATTLE, WA 98104-3855

Document Title:	Subsurface Utility Easement
Grantor(s):	The City of Seattle
Grantee:	King County
Abbreviated Legal Description:	Ptn. Sec 16, Twp 24N, Rng 5E, W.M.
Additional Legal Description is on Page:	Page 7 Exhibit "A"
Assessor's Tax Parcel Number(s):	162405-9156

SUBSURFACE UTILITY EASEMENT

WHEREAS, Grantee provides regional wastewater transmission, treatment, and disposal services in King County and in portions of Snohomish and Pierce counties. As part of the Coal Creek Trunk Project, (the "Project") Grantee is repairing, replacing, and reconstructing pipelines and facilities of the regional wastewater system.

WHEREAS, The City of Seattle, a municipal corporation, ("Grantor") is the owner of certain real property more particularly described in Exhibit "A," attached hereto and by this reference incorporated herein (the "Property"); and

WHEREAS, in connection with the Project Grantee would like to acquire a perpetual, non-exclusive subsurface easement granting Grantee and its successors and assigns the right to install, construct, own, operate, maintain, and repair underground pipeline(s) and related equipment, appurtenances, utilities and facilities to provide for the conveyance of wastewater and/or reclaimed water.

NOW, THEREFORE, in consideration of the mutual covenants and agreement hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Subsurface Utility Easement.** Grantor, for and in consideration of TWO-THOUSAND FIVE HUNDRED Dollars (\$2,500.00) and other valuable consideration in hand paid, grants and conveys to King County, its successors and assigns, a non-exclusive, permanent, subsurface easement across the width of the Grantor's property starting at elevation 131.52 feet (NAVD 88 datum) and extending to the lower boundary of legal limits of ownership and through that portion of the Property more particularly described in Exhibit "B" and depicted in "Exhibit B-1" attached hereto and by this reference incorporated herein (the "Easement Area").

This Easement is for the Grantee's wastewater pipeline, together with any and all related appurtenances.

The purchase price for this Easement which is being granted and conveyed by Grantor to Grantee under threat of condemnation will be paid by Grantee from the King County Water Quality Fund.

2. **Purpose of Easement.** Grantee shall have the right to use the Easement Area for all purposes necessary or incidental to Grantee's ownership, use, operation, maintenance, inspection, repair, replacement, renovation, improvement, removal and enhancement of the underground wastewater pipe and

its necessary related facilities (collectively, the “Easement Improvements”), within the Easement Area, pending Seattle Public Utilities’ review and written approval of any subsequent improvements within the Easement Area. The rights granted hereunder shall at all times be subject to and secondary to a Grantor’s East Side Supply Line, and Grantor’s adjacent facilities, including the operation and maintenance of the same. All Easement Improvements of any kind shall be and shall at all times remain the property of Grantee.

3. **Access to Easement Area.** Access to the Easement Area by Grantee shall be by way of lateral underground means from adjacent properties only, and, except for the rights granted pursuant to Paragraph 5 (and only for the limited purposes mentioned therein), Grantee is granted no rights to use or access any portion of the Property lying over or above the Easement Area, including but not limited to the surface.

4. **Grantor Approval of Grantee’s Construction Plans and Specifications Required.** Grantor has reviewed Grantee’s plan and profile design drawing numbers CCT900-C-10013 and CCT900-C-10014 dated June 2020 and draft Geotechnical Design Memorandum dated April 2019. Before advertisement for bids, Grantee shall provide the final bid set documents to Grantor for review and written approval, which shall not be unreasonably withheld.

Grantee shall provide Grantor with construction plans for the installation of any subsequent Easement Improvements of Grantee’s facilities as described in Section 2 above. Grantee shall give each comment and suggested revision full and fair consideration and shall act reasonably to integrate those comments and suggested revisions into Grantee’s plans.

5. **Settlement and Vibration Monitoring Program and Inspections.** Grantor also hereby grants Grantee a right of entry onto the surface of the Property prior to, during, and after the installation of the Easement Improvements for the sole purpose of implementing, at Grantee’s expense, a settlement and vibration monitoring program (the “Program”). The Program may include, but is not limited to, land surveying activities, visual inspections, leak detection, installation of settlement monitoring and vibration monitoring equipment (on structures, improvements and within landscaped areas), and other appurtenances as required to implement the Program. Grantor acceptance of the Program activities, monitoring frequency, and duration shall be a condition of Grantor’s approval of final construction plans for the Project. Grantee shall stop work, and Grantor shall repair or replace the affected portion(s) of the SPU water pipeline at Grantee’s expense as provided in more detail below:

- **Leak Detection:** If there is settlement of the Grantor’s water pipeline near the ground surface or the utility settlement points within 50 feet of the pipeline, measured horizontally, that exceeds 0.25 inches relative to established baseline readings, or vibrations exceeding 1.5 inches/second peak particle velocity as measured over the water pipeline, the Grantee shall be required to perform leak detection. If leaks are detected then Grantee shall not restart construction until leak repairs of water pipeline are completed by Grantor at Grantee’s expense, or until otherwise directed by Grantor.
- **Water Pipeline Repair/Replacement:** If there is settlement of the Grantor’s water pipeline near the ground surface or utility settlements points within 50 feet of the pipeline, measured horizontally, that exceeds 0.5 inches relative to established baseline readings, Grantor shall inspect the water pipeline for damage and perform repairs on the portion(s) of pipeline damaged by settlement. If the water pipeline cannot be reasonably repaired as determined by the Grantor in consultation with the Grantee, then Grantor shall replace the portion(s) of pipeline damaged by settlement at Grantee expense.

Grantee shall deliver the Project final geotechnical report to Grantor for review in conformance with the Program. At the conclusion of the Program, Grantee shall remove settlement monitoring equipment from the Property and Easement Improvements. The right of entry shall expire at the completion of the Project and the Program shall not extend past 1 year after the completion of the Project unless continued, post-construction settlement is detected, in which case the Program shall be extended as requested by the Grantor.

6. **Indemnity.** Grantee agrees to defend, indemnify, and hold harmless Grantor, its successors, and assigns, from any claims, actions, costs, damages or expense for injuries, sickness or death of persons, or any damage to property, caused by the negligent acts or omissions of Grantee, its assigns, agents, contractors, or employees. Provided, however, that this defense and indemnification obligation does not include such claims, actions, costs, damages or expenses which may be caused by the sole negligence or willful misconduct of the Grantor, its successors, assigns, agents or employees and provided further that if the claims, actions, costs, damages or expenses are caused by or result from the concurrent negligence of (a) the Grantor, its successors or assigns and/or their agents or employees and (b) the Grantee, its agents or employees, or involves those actions covered by RCW 4.24.115, then this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee, its agents or employees. For purposes of this indemnity only, Grantee specifically and expressly waives any immunity that it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW.

7. **Notices.** Any notices required or permitted under this Easement shall be personally delivered, emailed, or sent by certified mail, return receipt requested and shall be deemed given three (3) days following the date when mailed or one (1) business day following personal delivery. All notices shall be sent to the following addresses:

To Grantee: King County
Wastewater Treatment Division
Supervisor, Permitting and Right of Way Section
201 South Jackson Street, Suite 505
Seattle, WA 98104-3855
Email: Bill.Wilbert@KingCounty.gov

To Grantor: The City of Seattle
700 5th Ave, STE 4900-Real Property Services
PO Box 34018
Seattle, WA 98124

The City of Seattle
700 5th Ave., STE 4900
Supervisor, Project Delivery & Engineering Plan Review
PO Box 34018
Seattle, WA 98124

Either party may change the address to which notice is sent by notice to the other party.

9. **Miscellaneous Provisions.**

(a) **Representations.** Grantor represents that it is the lawful owner of the Property and has the legal authority to grant and convey this Easement to Grantee.

(b) **Binding Effect.** This Easement is appurtenant to and shall run with the land.

(c) **Construction.** All the recitals set forth above are incorporated into this Easement as though fully set forth herein. The headings contained in this Easement are for convenience of reference purposes only and shall not in any way affect the meaning or interpretation hereof, nor serve as evidence of the intention of the parties hereto. Whenever the context hereof shall so require the singular shall include the plural.

(d) **Entire Agreement.** This Easement sets forth the entire agreement of the parties as to the subject matter hereof and supersedes all prior discussions and understandings between them. This Easement

may not be amended, except by an instrument in writing signed by a duly authorized officer or representative of each party hereto.

(e) **Waiver.** No waiver of any right under this Easement shall be effective unless contained in a writing signed by a duly authorized officer or representative of the party sought to be charged with the waiver and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future right or any other right arising under this Easement.

(f) **Governing Law.** This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

(g) **Authority.** Each individual signing this Easement warrants that he or she has the authority to enter into this Easement on behalf of the party for which that individual signs.

SIGNATURES APPEAR ON NEXT PAGE

Dated this ____ day of _____, 2022.

Grantor: The City of Seattle

By: _____
Andrew Lee, Interim GM/CEO

Its: _____
Interim General Manager/CEO
Seattle Public Utilities

Grantee: King County

By: _____

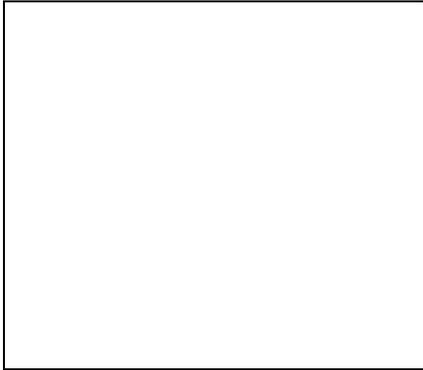
Its: _____

NOTARY BLOCKS APPEAR ON NEXT PAGE

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____
to me known to be the _____ of **King County**, the political subdivision
of the State of Washington that executed the within and foregoing instrument, and acknowledged the said
instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein
mentioned, and on oath stated that he/she was authorized to execute the said instrument.

Dated: _____.



(Use this space for notarial stamp/seal)

Notary Public

Print Name _____

My commission expires _____

Residing at _____

Exhibit A
LEGAL DESCRIPTION OF GRANTOR'S PROPERTIES

The Property (Coal Creek Trunk Upgrade Parcel No. 24) - Tax Parcel No. 162405-9156

The West 60 feet of the East Half of the Southeast Quarter;
Less County Road;
And the West 60 feet of that portion of the Southwest Quarter of the Northeast Quarter, lying southerly of Newport Road, all in Section 16, Township 24 North, Range 5 East, W.M., records of King County, Washington;

Situate in the County of King, State of Washington.

Exhibit B
LEGAL DESCRIPTION OF SUBSURFACE UTILITY EASEMENT

Coal Creek Trunk Upgrade Parcel No. 24 – Tax Parcel No. 162405-9156

Permanent Subsurface Easement Area, as described below and depicted on the attached Exhibit B-1

That portion of a 25.00 foot wide strip of land, through the real property (the “Property” described on attached Exhibit A) the centerline of which is described as follows:

Commencing at the Center of Section 16, Township 24 North, Range 5 East, W.M.; thence along the north-south centerline of said section, South $01^{\circ}34'22''$ West 573.25 feet to a point on a non-tangent curve concave southwesterly and having a radius of 3200.00 feet and the Beginning of the described centerline, a radial line of said curve from said point bears South $23^{\circ}05'36''$ West; thence along said curve southeasterly 2952.32 feet through a central angle of $52^{\circ}51'40''$ to a point on the south line of said section and the terminus of said easement, said point being North $85^{\circ}21'00''$ West 677.64 feet from the southeast corner of said section.

The easement area within said Property has the upper boundary elevation of 228 feet, Metro Vertical Datum, which is approximately 86 feet below the present surface elevation of said Property; and the lower boundary of which extends to the legal limits of ownership under the surface of and through the Property. To convert Metro Vertical Datum to NAVD 88 subtract 96.48 feet.

Exhibit B-1
DEPICTION OF SUBSURFACE UTILITY EASEMENT

