

CITY OF SEATTLE

ORDINANCE 126265

COUNCIL BILL 119976

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5 AN ORDINANCE relating to the East Marginal Way Grade Separation Project; authorizing the
6 Director of the Seattle Department of Transportation (“SDOT”) to acquire, accept, and
7 record, on behalf of The City of Seattle, three quit claim deeds and an assignment and
8 assumption of easement agreement for the East Marginal Way Overpass from the Port of
9 Seattle, a municipal corporation of the State of Washington (the “Port”); laying off the
10 deeds as right-of-way; placing the real property conveyed by such deeds and easement
11 under the jurisdiction of SDOT and designating for street purposes; authorizing the Chief
12 Executive Officer and General Manager of Seattle Public Utilities (“SPU”) to acquire,
13 accept, and record, on behalf of The City of Seattle, a stormwater easement from the Port;
14 placing the stormwater easement under the jurisdiction of SPU and designating for utility
15 purposes; authorizing the Chief Executive Officer and General Manager of Seattle City
16 Light (“SCL”) to acquire, accept, and record, on behalf of The City of Seattle, an
17 overhead and surface easement from the Port; placing the overhead and surface easement
18 under the jurisdiction of SCL and designating for utility purposes; and ratifying and
19 confirming certain prior acts. (This ordinance concerns the following rights of way: a
20 portion of Parcel B, City of Seattle Lot Boundary Adjustment Number 3022491, recorded
21 under King County Recording Number 20181024900004, previously known as Lots 2, 3,
22 44, and 45, Block 385, Seattle Tide Lands; a portion of Parcel Z, City of Seattle Lot
23 Boundary Adjustment Number 3020104, recorded under King County Recording
24 Number 20181128900006, previously known as Lots 1 through 7 and Lots 26 through
25 30, Block 378, Lot 44, Block 385, and vacated 6th Avenue Southwest, all in Seattle Tide
26 Lands; a portion of Lots 2, 3, 4, 10, 11, 12, and 13, Block 377, Seattle Tide Lands,
27 together with a portion of Duwamish Avenue, and a portion of Government Lot 1,
28 Section 18, Township 24 North, Range 4 East, Willamette Meridian; a portion of Lots 4
29 and 10, Block 377, Lots 3 and 44, Block 385, and Lot 4, Block 387, all in Seattle Tide
30 Lands, and a portion of Government Lot 1, Section 18, Township 24 North, Range 4
31 East, Willamette Meridian; a portion of Parcel Y, City of Seattle Lot Boundary
32 Adjustment Number 3020104, recorded under King County Recording Number
33 20181128900006, previously known as Lots 42, 43, and 44, Block 385, and vacated 6th
34 Avenue Southwest, all in Seattle Tide Lands; and a portion of Parcels A and B, City of
35 Seattle Lot Boundary Adjustment Number 3022491, recorded under King County
36 Recording Number 20181024900004, previously known as Lots 2 and 3, Block 385, Lot
37 3, Block 387, and vacated 8th Avenue Southwest, all in Seattle Tide Lands, and a portion
38 of Parcels Y and Z, City of Seattle Lot Boundary Adjustment Number 3020104, recorded
39 under King County Recording Number 20181128900006, previously known as Lots 3, 4,
40 5, 6, 7, 29, and 30, Block 378 and Lots 3, 4, 40, 41, 42, 43, and 44, Block 385, and
41 vacated 6th Avenue Southwest, all in Seattle Tide Lands.)

1
2 WHEREAS, in 2014, the Seattle City Council passed Ordinance 124477, authorizing the

3 Director of the Seattle Department of Transportation (“SDOT”) to enter into the
4 Memorandum of Agreement between The City of Seattle and the Port of Seattle
5 Regarding the East Marginal Way Grade Separation, dated July 23, 2014 (the “MOA”),
6 providing for the design, permitting, construction, financing, transfer, use, and related
7 aspects of the East Marginal Way Grade Separation Project (the “Project”); and

8 WHEREAS, the MOA was subsequently executed, and the Project has been completed, creating
9 a new overpass that routes vehicular traffic up and over existing railroad tracks in an area
10 located South of Spokane Street in the vicinity of Duwamish Avenue South; and

11 WHEREAS, the new overpass improves road and rail access and creates greater efficiencies to
12 the Port of Seattle (the “Port”) terminals, BNSF Railway and Union Pacific intermodal
13 rail yards, and regional manufacturing and distribution facilities; and

14 WHEREAS, the overpass also directly improves public safety by eliminating rail/highway
15 conflicts at the crossing, enhancing safety for vehicles, pedestrians, and bicycles, and
16 reducing vehicle delay and delay-related idling pollution at the railroad crossing; and

17 WHEREAS, pursuant to the MOU, The City of Seattle (“City”) agreed to take ownership of the
18 grade separation improvement and title to certain related property interests upon Project
19 completion; and

20 WHEREAS, pursuant to Resolution Number 3760 of the Port Commission, adopted July 9,
21 2019, the Port has declared certain overpass structure and real property surplus and no
22 longer needed for Port purposes; and

1 WHEREAS, pursuant to Section 9 of the MOU, the City is now ready to accept the overpass
2 structure and real property interests as provided for in the MOU following the Port
3 Commission’s passage of Resolution Number 3760; NOW, THEREFORE,

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

5 Section 1. The Quit Claim Deed from the Port of Seattle, a municipal corporation of the
6 State of Washington (the “Port”), dated September 6, 2019, and recorded under King County
7 Recording Number 20200811001965, which is attached as Attachment A and incorporated into
8 this ordinance, is accepted for street purposes, placed under the jurisdiction of the Seattle
9 Department of Transportation (“SDOT”), and laid off, opened, widened, extended, and
10 established as right-of-way (a portion of tax parcel number 766670-0561).

11 Section 2. The Quit Claim Deed from the Port, dated September 6, 2019, and recorded
12 under King County Recording Number 20200811002158, which is attached as Attachment B and
13 incorporated into this ordinance, is accepted for street purposes, placed under the jurisdiction of
14 SDOT, and laid off, opened, widened, extended, and established as right-of-way (a portion of tax
15 parcel number 766670-0325).

16 Section 3. The Quit Claim Deed from the Port, dated September 6, 2019, and recorded
17 under King County Recording Number 20200811001891, which is attached as Attachment C and
18 incorporated into this ordinance, is accepted for street purposes, placed under the jurisdiction of
19 SDOT, and laid off, opened, widened, extended, and established as right-of-way (a portion of tax
20 parcel number 766670-0275).

21 Section 4. The Assignment and Assumption of Easement Agreement for East Marginal
22 Way Overpass – 096448L (Overpass Agreement) granted by the Port, dated June 30, 2020, and
23 recorded under King County Recording Number 20200722002188 (the “Assignment

1 Agreement”), attached as Attachment D and incorporated into this ordinance, is accepted to
2 assign the Overpass Agreement, located in Seattle Clerk File 321563, an easement to enter upon
3 and use that portion of BNSF’s right-of-way as necessary to construct, use, and maintain the
4 Improvements, as such term is defined in the Overpass Agreement, and placed under the
5 jurisdiction of SDOT (a portion of tax parcel number 766670-0755).

6 Section 5. The Stormwater Easement and Access Agreement granted by the Port, dated
7 September 5, 2019, and recorded under King County Recording Number 20200728002113,
8 attached as Attachment E and incorporated into this ordinance, is accepted to install, construct,
9 reconstruct, alter, improve, remove, repair, maintain, replace, and operate a subsurface
10 stormwater facility, designated for utility purposes, and placed under the jurisdiction of Seattle
11 Public Utilities (a portion of tax parcel number 766670-0315).

12 Section 6. The EASEMENT – Overhead and Surface granted by the Port, dated August
13 21, 2019, and recorded under King County Recording Number 20200722002163, attached as
14 Attachment F and incorporated into this ordinance, is accepted to install, construct, improve,
15 remove, alter, repair, energize, operate, and maintain overhead electric distribution facilities,
16 designated for utility purposes, and placed under the jurisdiction of Seattle City Light (a portion
17 of tax parcel numbers 766670-0315, 766670-0560, 766670-0561, and 766670-0325).

18 Section 7. Any act consistent with the authority of this ordinance taken prior to its
19 effective date is ratified and confirmed.

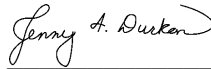
1 Section 8. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 4th day of January, 2021,
5 and signed by me in open session in authentication of its passage this 4th day of
6 January, 2021.



7 _____
8 President _____ of the City Council

9 Approved by me this 7th day of January, 2021.



10 _____
11 Jenny A. Durkan, Mayor

12 Filed by me this 7th day of January, 2021.



13 _____
14 Monica Martinez Simmons, City Clerk

15 (Seal)

- 1 Attachments:
- 2 Attachment A – Quit Claim Deed for a Portion of Parcel No. 766670-0561
- 3 Attachment B – Quit Claim Deed for a Portion of Parcel No. 766670-0325
- 4 Attachment C – Quit Claim Deed for a Portion of Parcel No. 766670-0275
- 5 Attachment D – Assignment and Assumption of Easement Agreement for
- 6 East Marginal Way Overpass – 096448L
- 7 Attachment E – Seattle Public Utilities Stormwater Easement
- 8 Attachment F – Seattle City Light Easement – Overhead and Surface

WHEN RECORDED RETURN TO:

City of Seattle
Dept. of Transportation
700 5th Ave - Suite 3800
P.O. Box 34996
Seattle, WA 98124-4996
Attn: Michelle Talbot

QUIT CLAIM DEED

GRANTOR: PORT OF SEATTLE

GRANTEE: CITY OF SEATTLE

Legal Description (Abbrev'd): Parcel B, City Of Seattle Lot Boundary Adjustment Number 3022491 Filed Under King County Recording Number 20181024900004

Legal Description (Full): See attached Exhibit A

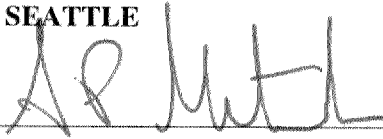
Tax Parcel Nos: 766670-0561

GRANTOR, PORT OF SEATTLE, a municipal corporation of the State of Washington, for and in consideration of mutual benefits and public purposes, does hereby convey and quit claim to CITY OF SEATTLE, a municipal corporation of the State of Washington, all interest in that certain real property located in King County, Washington, legally described on Exhibit A attached hereto.

[signatures on following page]

Dated and signed on this 8th day of August, 2019.

GRANTOR:
PORT OF SEATTLE

By: 

Printed Name: Stephen P. Metruck

Its: Executive Director

Dated and signed on this 6th day of September, 2019.

GRANTEE:
CITY OF SEATTLE

Accepted and Approved:

By: 

Printed Name: CASWELL ZUMBANE

Its: DIRECTOR, SEATTLE DEPARTMENT OF
TRANSPORTATION

STATE OF WASHINGTON }
 } SS.
COUNTY OF KING }

I certify that I know or have satisfactory evidence that STEPHEN P. METRUCK
_____ is the person who appeared before me, and said person
acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized to
execute the instrument and acknowledged it as the _____
EXECUTIVE DIRECTOR of **PORT OF SEATTLE** to be the free and voluntary act
of such party for the uses and purposes mentioned in this instrument.



Dated: 8/9/2019
Signature: _____
Notary Public in and for the State of Washington
Notary (print name): HUGH HASTINGS
Residing at: KING Co.
My appointment expires: 4-30-2020

STATE OF WASHINGTON }
 } SS.
COUNTY OF KING }

I certify that I know or have satisfactory evidence that Samuel Zimbabwe
_____ is the person who appeared before me, and said person
acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized to
execute the instrument and acknowledged it as the Director Seattle
Department of Transportation of **CITY OF SEATTLE** to be the free and voluntary act
of such party for the uses and purposes mentioned in this instrument.



Dated: 9-6-19
Signature: Michelle Talbot
Notary Public in and for the State of Washington
Notary (print name): Michelle Talbot
Residing at: Anacortes
My appointment expires: 2-15-20

EXHIBIT A

Parcel B
Legal Description
Port of Seattle T104

THAT PORTION OF LOTS 2, 3, 44 AND 45, ALL IN BLOCK 385, SEATTLE TIDE LANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, IN OLYMPIA, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A MONUMENT, FOUND IN PLACE, A PUNCH IN BRASS ROD, AT THE INTERSECTION OF THE CENTERLINE INTERSECTION OF DUWAMISH AVE S. AND VACATED 6TH AVE SW; THENCE NORTH 39°55'57" WEST A DISTANT OF 76.16 FEET ALONG SAID CENTERLINE OF DUWAMISH AVE S. TO THE WESTERLY MARGIN OF SAID VACATED 6TH AVE SW; THENCE SOUTH 1°05'55" WEST ALONG SAID WESTERLY MARGIN 15.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY MARGIN SOUTH 1°05'55" WEST 49.50 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH TEN FEET OF SAID LOT 44; THENCE NORTH 88°52'07" WEST ALONG THE SAID SOUTH LINE AND ITS EASTERLY EXTENSION 232.63 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 260.00 FEET; THENCE NORTHWESTERLY 120.45 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°32'34" TO THE SOUTHERLY LINE OF THE S SPOKANE STREET PERPETUAL STREET EASEMENT FILED UNDER KING COUNTY RECORDING NUMBER 8102100688; THENCE SOUTH 88°51'40" EAST 341.20 FEET TO THE POINT OF BEGINNING.

WHEN RECORDED RETURN TO:

City of Seattle
Dept. of Transportation
700 5th Ave - Suite 3800
P.O. Box 34996
Seattle, WA 98124-4996
Attn: Michelle Talbot

QUIT CLAIM DEED


GRANTOR: PORT OF SEATTLE
GRANTEE: CITY OF SEATTLE
Legal Description (Abbrev'd): Parcel Z, City of Seattle Lot Boundary Adjustment Number 3020104 Filed Under King County Recording Number 20181128900006
Legal Description (Full): See attached Exhibit A
Tax Parcel Nos: 766670-0325

GRANTOR, PORT OF SEATTLE, a municipal corporation of the State of Washington, for and in consideration of mutual benefits and public purposes, does hereby convey and quit claim to CITY OF SEATTLE, a municipal corporation of the State of Washington, all interest in that certain real property located in King County, Washington, legally described on Exhibit A attached hereto.

[signatures on following page]

Dated and signed on this 8th day of August, 2019.

GRANTOR:
PORT OF SEATTLE

By: 

Printed Name: Stephen P. Metruck

Its: Executive Director

Dated and signed on this 6th day of September, 2019.

GRANTEE:
CITY OF SEATTLE

Accepted and Approved:

By: 

Printed Name: SAMUEL ZIMBABWE

Its: DIRECTOR, SEATTLE DEPARTMENT OF TRANSPORTATION

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

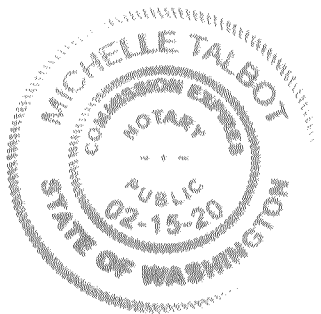
I certify that I know or have satisfactory evidence that STEPHEN P. METRUCK
_____ is the person who appeared before me, and said person
acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized to
execute the instrument and acknowledged it as the _____
EXECUTIVE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



Dated: 8/8/2019
Signature: [Handwritten Signature]
Notary Public in and for the State of Washington
Notary (print name): HUGH HASTINGS
Residing at: KING CO.
My appointment expires: 4-30-2020

STATE OF WASHINGTON }
 } SS.
COUNTY OF KING }

I certify that I know or have satisfactory evidence that Samuel Zimbabwe
_____ is the person who appeared before me, and said person
acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized to
execute the instrument and acknowledged it as the Director, Seattle
Department of Transportation of CITY OF SEATTLE to be the free and voluntary act
of such party for the uses and purposes mentioned in this instrument.



Dated: 9-6-19
Signature: Michelle Talbot
Notary Public in and for the State of Washington
Notary (print name): Michelle Talbot
Residing at: Anacortes
My appointment expires: 2-15-20

EXHIBIT A

Parcel Z
Legal Description
Port of Seattle T104

THAT PORTION OF LOTS 1 THROUGH 7, 26 THROUGH 30, BLOCK 378, LOT 44, BLOCK 385, AND VACATED 6TH AVENUE SW OF SEATTLE TIDE LANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS IN OLYMPIA, WASHINGTON, BEING SITUATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 28 WITH THE WESTERLY RIGHT OF WAY MARGIN OF DUWAMISH AVE S, SAID RIGHT OF WAY MARGIN BEING 45.00 FEET DISTANT FROM THE MONUMENTED CENTERLINE OF SAID DUWAMISH AVE;
THENCE SOUTH 39°53'59" EAST ALONG SAID WESTERLY RIGHT OF WAY MARGIN 24.22 FEET TO THE WESTERLY RIGHT OF WAY MARGIN OF EAST MARGINAL WAY S;
THENCE SOUTH 01°08'26" WEST ALONG SAID WESTERLY RIGHT OF WAY MARGIN 120.39 FEET;
THENCE NORTH 88°50'05" WEST 0.43 FEET;
THENCE NORTH 01°08'36" EAST 29.96 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 192.50 FEET;
THENCE NORTHERLY 13.49 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°00'55"; THENCE SOUTH 83°17'10" WEST 2.42 FEET;
THENCE NORTH 08°47'05" WEST 4.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 190.00 FEET;
THENCE NORTHWESTERLY 102.65 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°57'20" TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST THE RADIAL CENTER OF WHICH BEARS SOUTH 49°17'45" WEST 264.50 FEET DISTANT; THENCE NORTHWESTERLY 99.34 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°31'07"; THENCE NORTH 88°52'07" WEST 41.45 FEET;
THENCE NORTH 48°24'41" WEST 6.94 FEET; THENCE NORTH 49°17'38" WEST 95.19 FEET; THENCE NORTH 53°12'26" WEST 19.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST THE RADIAL CENTER OF WHICH BEARS NORTH 65°27'31" WEST 30.50 FEET DISTANT; THENCE NORTHERLY 39.25 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 73°44'30"; THENCE NORTH 49°12'00" WEST 206.14 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 349.50 FEET;
THENCE NORTHWESTERLY 148.47 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°20'24";
THENCE NORTH 24°51'36" WEST 7.01 FEET; THENCE NORTH 21°47'44" WEST 11.68 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS 349.38 FEET; THENCE NORTHERLY 71.22 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°40'48";
THENCE NORTH 10°06'56" WEST 39.84 FEET; THENCE NORTH 15°06'49" WEST 27.06 FEET; THENCE NORTH 21°54'22" WEST 54.89 FEET TO THE NORTH LINE OF THE SOUTH 20 FEET OF SAID LOT 44;
THENCE SOUTH 88°52'07" EAST ALONG SAID NORTH LINE AND ITS EASTERLY EXTENSION 29.82 FEET TO SAID WESTERLY RIGHT OF WAY MARGIN OF DUWAMISH AVENUE S; THENCE SOUTH 39°53'59" EAST ALONG SAID WESTERLY RIGHT OF WAY MARGIN 821.92 FEET TO THE POINT OF BEGINNING.

WHEN RECORDED RETURN TO:

City of Seattle
Dept of Transportation
700 5th Ave - Suite 3800
P.O. Box 34996
Seattle, WA 98124-4996
Attn: Michelle Talbot

QUIT CLAIM DEED

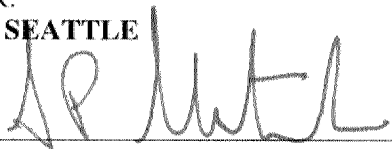
GRANTOR: PORT OF SEATTLE
GRANTEE: CITY OF SEATTLE
Legal Description (Abbrev'd): PTN Lots 2, 3, 4, 10, 11, 12 And 13, Seattle Tidelands And A PTN Of Govt Lot 1, S18, T24N, R4E
Legal Description (Full): See attached Exhibit A
Tax Parcel Nos: 766670-0275

GRANTOR, PORT OF SEATTLE, a municipal corporation of the State of Washington, for and in consideration of mutual benefits and public purposes, does hereby convey and quit claim to CITY OF SEATTLE, a municipal corporation of the State of Washington, all interest in that certain real property located in King County, Washington, legally described on Exhibit A attached hereto.

[signatures on following page]

Dated and signed on this 8th day of August, 2019.

GRANTOR:
PORT OF SEATTLE

By: 

Printed Name: Executive Director

Its: Stephen P. Metruck

Dated and signed on this 6th day of September, 2019.

GRANTEE:
CITY OF SEATTLE

Accepted and Approved:

By: 

Printed Name: SAMUEL ZUMBANE

Its: DIRECTOR, SEATTLE DEPARTMENT OF TRANSPORTATION

STATE OF WASHINGTON }
 } SS.
COUNTY OF KING }

I certify that I know or have satisfactory evidence that STEPHEN P. METRUCK
_____ is the person who appeared before me, and said person
acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized to
execute the instrument and acknowledged it as the _____
EXECUTIVE DIRECTOR of **PORT OF SEATTLE** to be the free and voluntary act
of such party for the uses and purposes mentioned in this instrument.



Dated: 8/8/2019
Signature: _____
Notary Public in and for the State of Washington
Notary (print name): HUGH HASTINGS
Residing at: KING Co.
My appointment expires: 4-30-2020

STATE OF WASHINGTON }
 } SS.
COUNTY OF KING }

I certify that I know or have satisfactory evidence that Samuel Zimbabwe
_____ is the person who appeared before me, and said person
acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized to
execute the instrument and acknowledged it as the Director, Seattle
Department of Transportation of **CITY OF SEATTLE** to be the free and voluntary act
of such party for the uses and purposes mentioned in this instrument.



Dated: 9-6-19
Signature: Michelle Talbot
Notary Public in and for the State of Washington
Notary (print name): Michelle Talbot
Residing at: Anacortes
My appointment expires: 2-15-20

EXHIBIT A

LEGAL DESCRIPTION

That portion of Lots 2, 3 and 4, together with that portion of vacated Northeasterly 70 feet of Duwamish Avenue adjoining or abutting thereon, which upon vacation, attached to said premises by operation of law, lying North of the Northern Pacific Railway Company Right of Way, in block 377 of Seattle Tide Lands. According to the official maps on file in the office of the Commissioner of public lands in Olympia, Washington: Except that portion of said Lot 2 and of said vacated Northeasterly 70 feet of Duwamish Avenue adjoining, lying North of the following described line:

Commencing at the Northwest corner of Lot 1, said Block 377;

Thence South $1^{\circ}07'58''$ West 79.10 feet along the West line of said Lot 2 produced to the true point of beginning;

Thence North $85^{\circ}11'11''$ East 216.30 feet to the East line of said Lot 2 and the end of this line description;

Also, all that portion of government Lot 1, Section 18, Township 24 North, Range 4 East, Willamette Meridian, in King county, Washington, and Lots 11 and 12 in Block 377 of Seattle Tide Lands, according to the official maps on file in the office of the Commissioner of public lands in Olympia, Washington, more particularly described as follows:

Commencing at a point of the intersection of the South margin of South Spokane Street as established by Ordinance No. 31237 with the West margin of East marginal way South as established by Ordinance No. 32881;

Thence West along the said South margin 160 feet;

Thence South Parallel to said Westerly margin 170 feet, more or less, to the South line of said Lot 11;

Thence East along the South line of said Lot 11 to the Southeast corner thereof;

Thence Southerly along the East line of said Block 377 to the Northerly margin of the right of way of the Northern Pacific Railroad Company;

Thence Northeasterly along said North margin to the West margin of East marginal way South;

Thence North along said West margin to the point of beginning;

Together with all that portion of government Lot 1, Section 18, Township 24 North, Range 4 East, W.M., in King County, Washington, and Lots 10, 11, 12 and 13 in Block 377 of Seattle Tide Lands, described as follows:

Commencing at a point on the South margin of South Spokane street as established by ordinance No. 31237, 160 feet West of the West margin of East marginal way South as established by Ordinance No. 32881;

Thence West along said South margin of South Spokane Street 55 feet; Thence South 180 feet to the North margin of the right of way of the Northern Pacific Railroad Company;

Thence Easterly along said margin of right of way to a point on a line parallel with and 160 feet West of the West margin of the East marginal way South;

Thence North along said Parallel Line to the point of Beginning;

Together with that portion of Lot 10 in Block 377 of Seattle Tide Lands, according to the official maps on file in the office of the Commissioner of Public Lands in Olympia, Washington. Lying North of the Northern Pacific Railroad Company right of way;

Except the West 55 feet thereof;

Except that portion of said Lots 12 and 13 and said Government Lot 1, lying North of the following described line:

Commencing at the intersection of the South margin of South Spokane Street as established by Ordinance No. 31237 with the West margin of East marginal way South as established by Ordinance No. 32881

Thence South $1^{\circ}08'39''$ West along said West margin 45.31 feet to the true point of beginning and a point of curve;

Thence Northerly and Westerly on a curve to the left, having a radius of 10.00 feet an arc distance of 16.75 feet;

Thence South $85^{\circ}11'11''$ West 205.07 feet to the West line of said Lot 12 and the end of this line description.

WHEN RECORDED RETURN TO:

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

ASSIGNMENT AND ASSUMPTION OF EASEMENT AGREEMENT
FOR EAST MARGINAL WAY OVERPASS - 096448L
(Overpass Agreement)

GRANTOR/Assignor: PORT OF SEATTLE

GRANTEE/Assignee: CITY OF SEATTLE

Legal Description (Full): See Attached Exhibit A

Tax Parcel Nos: 766670-0755

THIS ASSIGNMENT AND ASSUMPTION OF EASEMENT AGREEMENT (“Assignment”) is made and entered into as of the date last signed below, by and between PORT OF SEATTLE, a municipal corporation of the State of Washington, as Assignor, (“Port”), and CITY OF SEATTLE, a municipal corporation of the State of Washington, as Assignee, (“City”). The Port and the City may be referred to herein as “Party” or collectively as “Parties.”

RECITALS

A. The Port, the City and BNSF Railway Company, a Delaware corporation (“BNSF” or “Grantor”), entered into that certain Overpass Agreement dated effective as of June 25, 2009 for the purpose of allowing improvement of the existing East Marginal Way, U.S.D.O.T. No. 096445R, and Duwamish Avenue at-grade crossings, U.S. D.O.T. No. 096448L pursuant to which the Port constructed the East Marginal Way Grade Separation Improvements. The Overpass Agreement and its Exhibits 1 and 2 are located in Seattle City Clerk File Number 321563 and are incorporated here by this reference.

B. Pursuant to the Overpass Agreement, BNSF granted the Port, its successors and assigns, an easement to enter upon and use that portion of BNSF’s right-of-way as necessary to construct, use and maintain the Improvements, which easement is located in Seattle City Clerk File Number 321563

and incorporated here by this reference (the "Easement"). The Easement incorporates by reference the Overpass Agreement and as such shall be referred to collectively herein as the "Easement Agreement."

C. The Port has completed construction of the Improvements and now seeks to convey, transfer and assign the Easement Agreement to the City. The City is willing to accept such conveyance, transfer and assignment of the Easement Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the Port, as Assignor, and the City, as Assignee, hereby agree as follows:

1. **Transfer and Assignment.** Assignor hereby sells, transfers, assigns, delivers and conveys to Assignee, its successors and assigns, effective as of the date this Assignment, all right, title and interest of Assignor in, to and under the Easement Agreement.

2. **Assumption of Obligations.** Assignee hereby assumes and agrees to observe, perform, carry out and discharge all of the obligations and duties of Assignor under the Easement Agreement.

3. **Indemnification.** Assignor agrees to indemnify, defend and hold Assignee harmless with respect to all claims, losses, liabilities, expenses, demands and causes of action arising under the Easement Agreement prior to the Acceptance Date. Assignee agrees to indemnify, defend and hold Assignor harmless with respect to all claims, losses, liabilities, expenses, demands and causes of action arising under the Easement Agreement on or after the Acceptance Date. To the extent of any ambiguity between this indemnification and the indemnification by and between the Port and the City in the Memorandum of Agreement Between the City of Seattle and the Port of Seattle regarding the East Marginal Way Grade Separation, Section 5, the indemnification in the Memorandum shall control. Section 5 to the Memorandum signed by the Port on June 17, 2014 and signed by the City on July 23, 2014 is located in Seattle City Clerk File Number 321563 and is incorporated here by this reference.

4. **Attorneys' and Other Fees and Costs.** If any action at law or in equity is necessary to enforce or interpret the terms of this Assignment, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

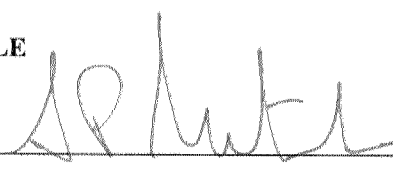
5. **Definitions.** Unless modified herein, all defined terms used herein shall have the same meaning as provided in the Easement Agreement.

6. **Governing Law.** This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of Washington.

7. **Binding Effect.** This Assignment shall be binding upon the Parties hereto and their respective successors and assigns and shall run with the land.

Dated and signed on this 10th day of June, 2020.

ASSIGNOR:
PORT OF SEATTLE

By: 

Printed Name: Stephen P. Metruck

Its: Executive Director

Dated and signed on this 30^A day of June, 2020.

ASSIGNEE:
CITY OF SEATTLE

Accepted and Approved:

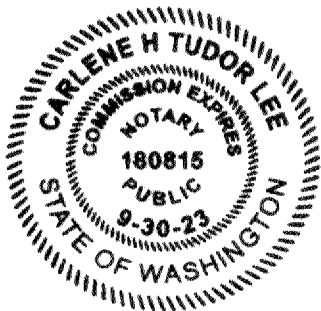
By: 

Printed Name: SAMUEL ZIMBABWE

Its: DIRECTOR, SEATTLE DEPARTMENT OF TRANSPORTATION

STATE OF WASHINGTON }
 } SS.
COUNTY OF KING }

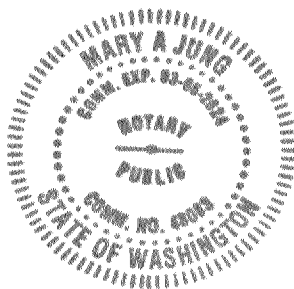
I certify that I know or have satisfactory evidence that Stephen Metrick
is the person who appeared before me, and said person
acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized to execute the instrument and acknowledged it as the Executive Director
of **PORT OF SEATTLE** to be the free and voluntary act of
such party for the uses and purposes mentioned in this instrument.



Dated: 6/10/2020
Signature: [Handwritten Signature]
Notary Public in and for the State of Washington
Notary (print name): Carlene Tudor Lee
Residing at: Seattle, WA

STATE OF WASHINGTON }
 } SS.
COUNTY OF KING }

I certify that I know or have satisfactory evidence that Samuel
Zimbabwe is the person who appeared before me, and said person
acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized to execute the instrument and acknowledged it as the Director Seattle
Department of Transportation of **CITY OF SEATTLE** to be the free and voluntary act of
such party for the uses and purposes mentioned in this instrument.



Dated: June 30, 2020
Signature: [Handwritten Signature]
Notary Public in and for the State of Washington
Notary (print name): MARY A. Jung
Residing at: Seattle, WA
My appointment expires: March 5, 2024

EXHIBIT A

LAND DESCRIPTION - EXISTING

KING COUNTY PARCEL NO. 766670-0755

(PER TITLE REPORT BY LAND AMERICA COMMERCIAL SERVICES, ORDER NO. 20126795, DATED MARCH 29, 2005)

A STRIP, PIECE OR PARCEL OF LAND, 30 FEET IN WIDTH, EXTENDING IN AN EASTERLY AND WESTERLY DIRECTION OVER AND ACROSS LOT 4 IN BLOCK 387, LOTS 3 AND 44 IN BLOCK 385, LOTS 4 AND 10 IN BLOCK 377 OF SEATTLE TIDE LANDS; AND ACROSS GOVERNMENT LOT 1 IN SECTION 18, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., WHICH IS A PART OF ISLAND NO. 1, THE CENTER LINE OF SAID STRIP. BEING A LINE WHICH IS PARALLEL WITH AND 270 FEET DISTANT SOUTH OF THE CENTERLINE OF SPOKANE STREET, WHEN MEASURED AT RIGHT ANGLES THERETO, SAID STRIP RUNS FROM AN INTERSECTION WITH THE EAST LINE OF THE EAST WATERWAY TO A POINT 558.7 FEET WEST FROM THE WEST LINE OF COLORADO STREET WHEN MEASURED AT RIGHT ANGLES THERETO;
EXCEPT THAT PORTION THEREOF, LYING WESTERLY OF SAID BLOCK 377 AND EASTERLY OF THE WESTERLY MARGIN OF EAST MARGINAL WAY SOUTH;
TOGETHER WITH THAT PORTION OF LOT 10 BLOCK 377 SEATTLE TIDE LANDS, AND THAT PORTION OF GOVERNMENT LOT 1, SECTION 18, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., LYING WEST OF EAST MARGINAL WAY AS LAID OUT UNDER ORDINANCE NO. 32881, CITY OF SEATTLE, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION POINT OF THE SOUTH MARGIN OF SPOKANE AVENUE AND THE WEST MARGIN OF EAST MARGINAL WAY;
THENCE SOUTH ALONG THE WEST MARGIN OF EAST MARGINAL WAY 126.06 FEET TO THE TRUE POINT OF BEGINNING;
THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 226.39 FEET, A DISTANCE OF 113.47 FEET TO A POINT OF COMPOUND CURVE THAT IS ALSO THE INTERSECTION OF THE GOVERNMENT MEANDER LINE AND THE NORTHEASTERLY LINE OF BLOCK 377 SEATTLE TIDE LANDS, THE TANGENT AT THE BEGINNING OF THE LAST DESCRIBED CURVE BEARING NORTH 52a06'17" EAST;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 556.90 FEET, A DISTANCE OF 89.52 FEET, WHERE IT BECOMES TANGENT WITH THE NORTH LINE OF THE EXISTING NORTHERN PACIFIC RIGHT OF WAY;
THENCE EAST ALONG THE NORTH LINE OF SAID EXISTING NORTHERN PACIFIC RIGHT OF WAY, A DISTANCE OF 92.78 FEET TO AN INTERSECTION WITH THE GOVERNMENT MEANDER LINE, WHICH IS ALSO THE NORTHEASTERLY LINE OF BLOCK 377 SEATTLE TIDE LANDS;
THENCE CONTINUING IN THE SAME DIRECTION ALONG SAID RIGHT OF WAY LINE 99.34 FEET TO A POINT ON THE WEST MARGIN OF EAST MARGINAL WAY;
THENCE NORTH ALONG THE WEST MARGIN OF EAST MARGINAL WAY 53.94 FEET TO THE TRUE POINT OF BEGINNING;
SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

PROPOSED EASEMENT

COMMENCING AT THE INTERSECTION POINT OF THE SOUTH MARGIN OF SOUTH SPOKANE STREET AND THE WEST MARGIN OF EAST MARGINAL WAY SOUTH;
THENCE SOUTH 01 07'49" WEST ALONG SAID WEST MARGIN, 127.96 FEET TO A POINT ON THE NORTH LINE OF THAT PORTION OF LAND DEEDED TO NORTHERN PACIFIC RAILWAY COMPANY BY G. KINNEAR CO. IN OCTOBER 1916, SAID POINT BEING THE TRUE POINT OF BEGINNING. SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE

NORTHWEST, SAID CURVE HAVING A RADIUS OF 226.39 FEET. TO WHICH A RADIAL LINE BEARS SOUTH 36°45'55" EAST; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°53'13", A DISTANCE OF 43.02 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE TO THE SOUTHWEST. SAID CURVE HAVING A RADIUS OF 41.50 FEET, TO WHICH A RADIAL LINE BEARS NORTH 07°43'44" EAST. THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 74°37'29", A DISTANCE OF 54.05 FEET TO A POINT ON THE WEST MARGIN OF EAST MARGINAL WAY SOUTH; THENCE NORTH 01°07'49" EAST, ALONG SAID WEST MARGIN, 57.94 FEET TO THE POINT OF BEGINNING.
SAID DESCRIPTION CONTAINING APPROXIMATELY 730 SQ. FT. (.02 ACRES)

Record Date:7/28/2020 4:39 PM

Electronically Recorded King County, WA EXCISE TAX NOT REQUIRED BY MATT FOWLER, DEPUTY

WHEN RECORDED RETURN TO:

City of Seattle
SPU Real Property Services
PO Box 34018
Seattle WA 98124-4108
Attn: Jacques Rodriguez, Sr. Real Property Agent

STORMWATER EASEMENT

GRANTOR: PORT OF SEATTLE
GRANTEE: CITY OF SEATTLE
Legal Description (Abbrev'd): Portion of Parcel Y, City of Seattle Lot Boundary Adjustment No. 3020104 Filed Under King County Recording No. 20181128900006
Legal Description (Full): See attached Exhibit A
Tax Parcel Nos: 766670-0315

This Stormwater Easement and Access Agreement is made as of this 5th day of ~~SEPTEMBER~~ SEPTEMBER 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 by and through Seattle Public Utilities ("Grantee"), hereafter, when applicable, referred to together as "Parties".

The Grantor, for and in consideration valuable mutual benefits and public purposes, hereby grants and conveys to the Grantee a permanent subsurface easement and right-of-way over, across, along, through, under and upon the real property legally described in Exhibit A, and depicted on Exhibit B, (the "Easement Area"). The Easement Area contains 9,252 square feet, more or less. The Easement Area is a portion of that real property situated in the County of King, State of Washington and legally described in Exhibit A (the "Property"). Exhibits A and B attached hereto are incorporated here by this reference.

AGREEMENT

1. Purpose of Easement. Grantee, its agents, contractors and permittees, may use the Easement Area to install, construct, reconstruct, alter, improve, remove, repair, maintain, replace and operate a subsurface stormwater facility subject to all applicable municipal codes and regulations, together with all necessary connections and appurtenances thereto (collectively the "Facilities").

2. Access. Grantee shall have the right of ingress to and egress from the Easement Area over and across the Property for the purpose of installing, constructing, reconstructing, altering, improving, removing, repairing, maintaining, replacing, and operating the Facilities within the Easement Area.

3. **Transfer of Assets.** Grantee will own the stormwater facilities, which may include, but not be limited to lines, maintenance holes, and a water quality vault. Grantee will be responsible for the operations, maintenance, repairs or replacement of all facilities shown in red on Exhibit C ("SPU Facilities"). Grantee accepts any of the SPU Facilities transferred from the Grantor, in "as is" and "where is" condition. To the extent Grantor has any title or ownership interest in the SPU Facilities, Grantor hereby conveys and transfers over to Grantee, full title and ownership of the SPU Facilities in the Easement Area.

4. **Restoration.** Grantee shall have the right to replace and improve any Facilities within the Easement Area; provided that upon completion, any new Facilities will not unreasonably block, obstruct, hinder or otherwise prevent access over and across the Grantor's property. Grantee agrees to restore the Easement Area following any activity by the Grantee that disturbs the Easement area to a condition comparable to the condition it was prior to the commencement of Grantee's work.

5. **Grantor's Use of Easement Area.** Grantor reserves the right for itself, and for its tenants, successors and assigns, to use the Easement Area for any purpose not inconsistent with the rights herein granted, subject to the following: Grantor agrees that it will not knowingly permit any other utility facility, including without limitation, conduits, cable, pipelines, vaults, poles, posts, whether public or private, to be installed within five (5) horizontal feet of the Facilities or any crossings over the easement area that do not maintain a minimum vertical clearance of eighteen (18) inches from all of the Facilities; Grantor and its employees agents, lessees, licensees or invitees may move vehicles, containers, equipment and other similar items or personal property ("Grantor's Equipment") across any of the easement area, provided that the combined weight of Grantor's equipment does not exceed H-20 weight; Grantor shall not, and shall not permit its employees, agents, lessees or tenants to (a) erect, plant or allow to remain any buildings, walls, rockeries, trees, shrubbery, or obstruction of any kind or (b) place any fill material of any kind within the Easement Area, without the prior written permission and approval of Grantee, which shall not be unreasonably withheld, conditioned or delayed.

6. **Indemnity.** 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.

7. **Termination.** The rights herein granted shall continue until such time as Grantee permanently removes the Facilities from the Property or shall otherwise abandon the Facilities, 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 Area shall become the property of Grantor.

8. **Successors and Assigns.** 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.

9. **Recording.** Grantee will record this Easement in the real property records of King County, Washington.

10. **Notifications.** Except as otherwise specifically provided in this Easement Agreement, notices to Grantor and Grantee shall be made as follows:


Grantor: Manager, Maritime Properties
Port of Seattle
PO Box 1209
Seattle, WA 98111
Phone: (206) 787-3000

Grantee: City of Seattle
SPU Real Property Services
Post Office Box 34018
Seattle, WA 98124-4018
Phone: (206) 684-5850

Either party may change its contact, address or phone number by written notice to the other party.

Dated and signed on this 5th day of SEPTEMBER, 2019.

Port of Seattle, a Washington municipal corporation

By: 
Stephen P. Metruck
Executive Director

Date: August 8, 2019

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

By: 
Its: GM/CEO

Date: 9.5.19, 20

STATE OF WASHINGTON)
)
COUNTY OF KING)

I certify that I know or have satisfactory evidence that STEPHEN P. METRUCK 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 8th day of AUGUST, 2019

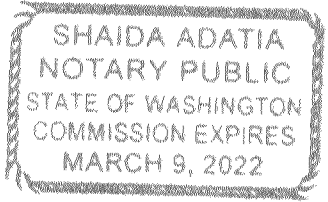


NAME [Signature]
(Print name) HUGH HASTINGS
NOTARY PUBLIC in and for the State of Washington
Residing at KING Co.
My appointment expires: 4-30, 2020

STATE OF WASHINGTON)
)
COUNTY OF KING)

I certify that I know or have satisfactory evidence that MAMI HARRI 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 GM/CEO of Seattle Public Utilities 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 5th day of September, 2019



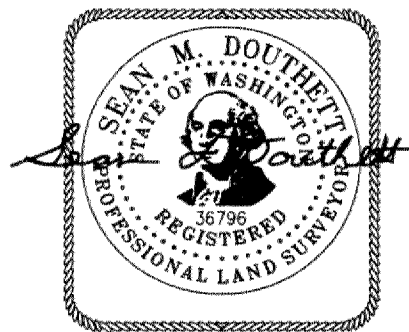
NAME [Signature]
(Print name) SHAIIDA ADATIA
NOTARY PUBLIC in and for the State of Washington
Residing at Renton, WA
My appointment expires: 3/9, 2022

EXHIBIT A
LEGAL DESCRIPTION
STORMWATER EASEMENT

THAT PORTION OF PARCEL Y OF CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3020104 FILED UNDER KING COUNTY RECORDING NUMBER 20181128900006, LYING WITHIN LOTS 42, 43, AND 44, BLOCK 385, 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, DESCRIBED AS FOLLOWS:

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 WITH 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 224.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 28°32'22" EAST 41.38 FEET; THENCE SOUTH 58°48'43" EAST 42.85 FEET; THENCE NORTH 33°12'10" EAST 16.32 FEET; THENCE SOUTH 75°25'56" EAST 162.42 FEET TO THE WESTERLY LINE OF PARCEL Z OF SAID LOT BOUNDARY ADJUSTMENT; THENCE SOUTH 10°06'56" EAST ALONG SAID WESTERLY LINE 28.25 FEET; THENCE SOUTH 14°34'04" WEST 20.33 FEET; THENCE NORTH 75°25'56" WEST 162.79 FEET; THENCE NORTH 14°34'04" EAST 13.78 FEET; THENCE NORTH 75°25'56" WEST 12.95 FEET; THENCE NORTH 58°48'43" WEST 55.24 FEET; THENCE NORTH 28°32'22" WEST 53.98 FEET TO SAID NORTH PARALLEL LINE; THENCE SOUTH 88°52'07" EAST ALONG SAID NORTH PARALLEL LINE 17.26 FEET TO THE POINT OF BEGINNING.

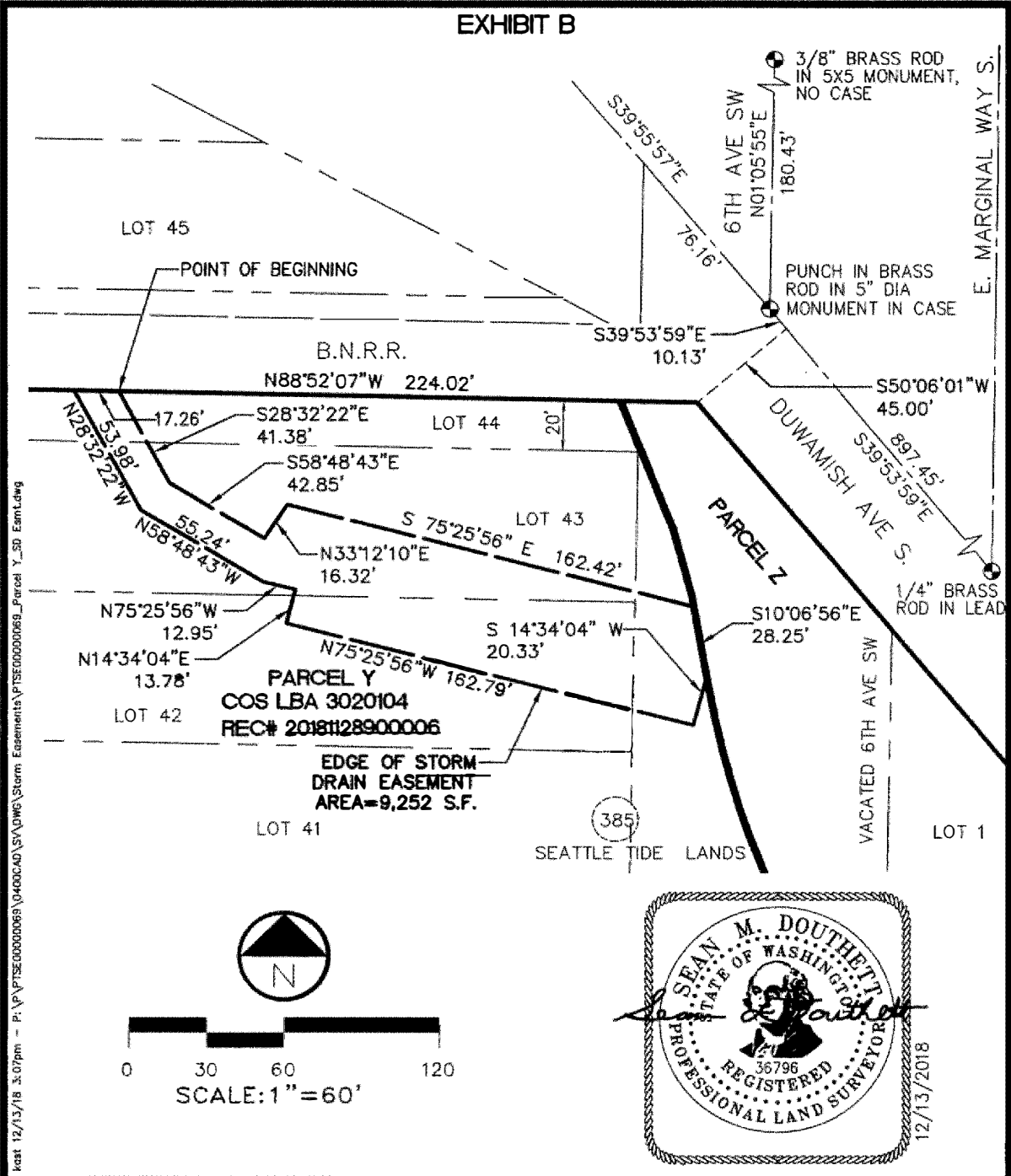
CONTAINING 9,252 SQUARE FEET OR 0.21 ACRES, MORE OR LESS.



12/13/2018

Friday, December 14, 2018

P:\P\PTSE\00000069\0600\INFO\SV\Legal Descriptions\TI04 Storm Drain Easement\Storm Easement New Parcel Y_T-104.doc



k:\est 12/13/18 3:07pm - P:\P\TSE\000000069\Storm Easements\TSE\000000069_Parcel Y_SB Esmt.dwg

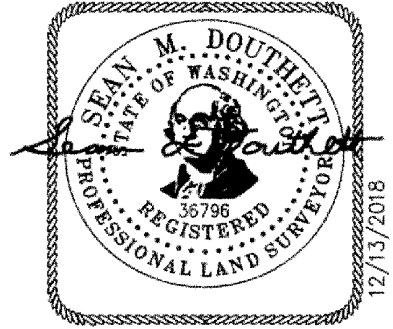
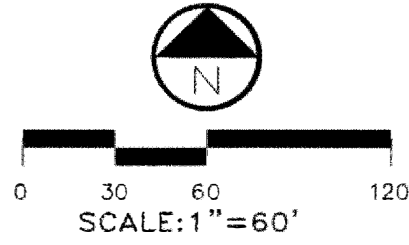


EXHIBIT B
STORMWATER EASEMENT
 A PORTION OF THE S.W. 1/4 OF THE N.E. 1/4 OF
 SECTION 18, T.24N, R.4E, W.M., CITY OF SEATTLE,
 KING COUNTY, WASHINGTON



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

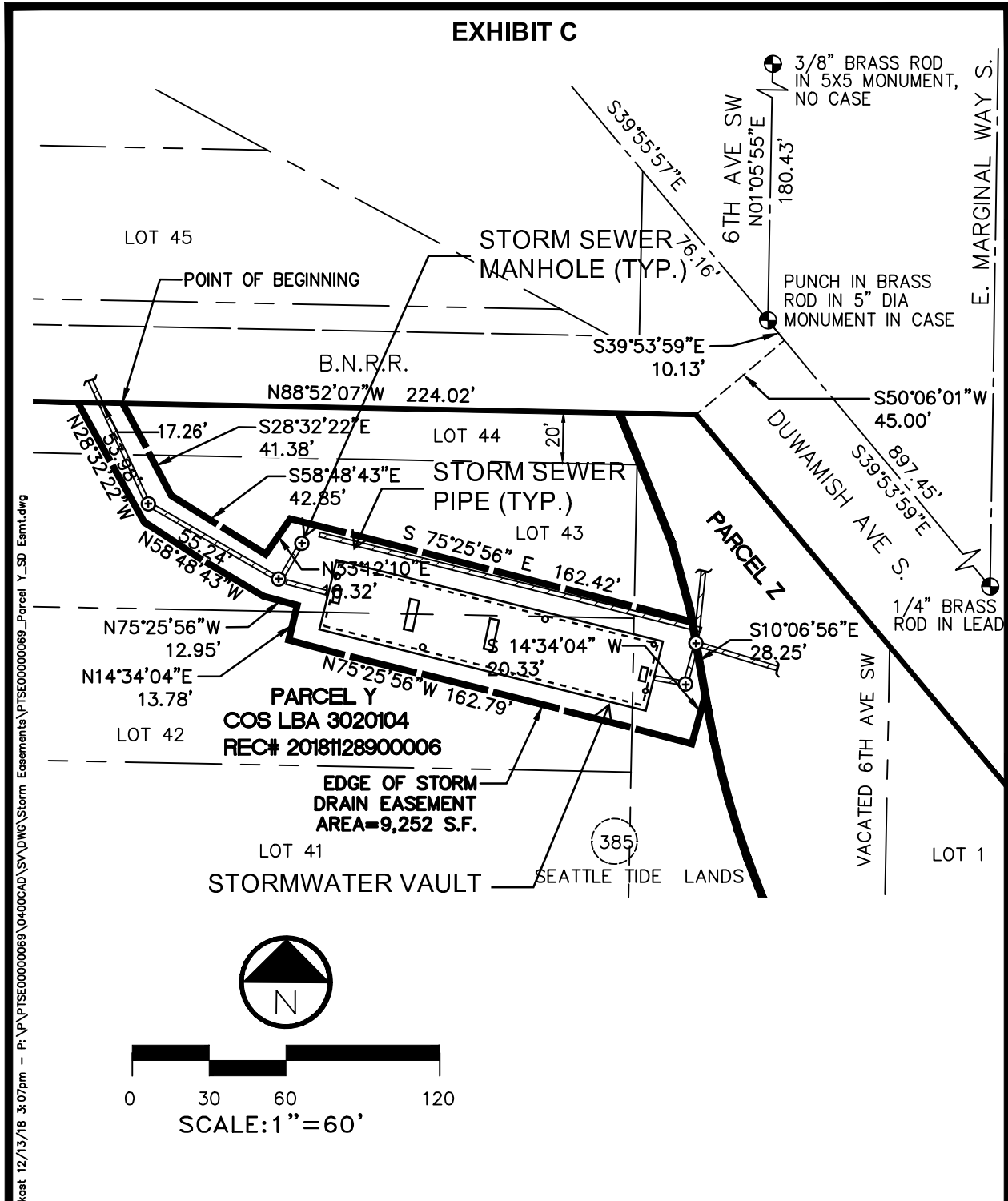


EXHIBIT C
STORMWATER FACILITIES
WITHIN STORMWATER EASEMENT
 3/6/2019



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,

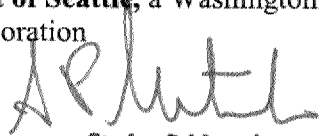
as that term may be defined by applicable local, state or federal law will be subject to the parties' obligations under that certain Memorandum of Agreement between the City of Seattle and the Port of Seattle regarding the East Marginal Way Grade Separation, dated July 23, 2014, as applicable. The rights 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:


William T. Dabney

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

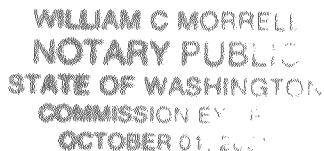
Residing at KING CO.

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

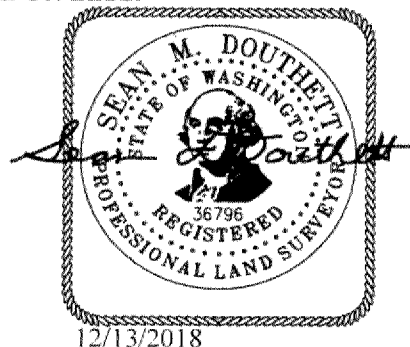
EXHIBIT A1
LEGAL DESCRIPTION
AERIAL ELECTRICAL POWERLINE EASEMENT

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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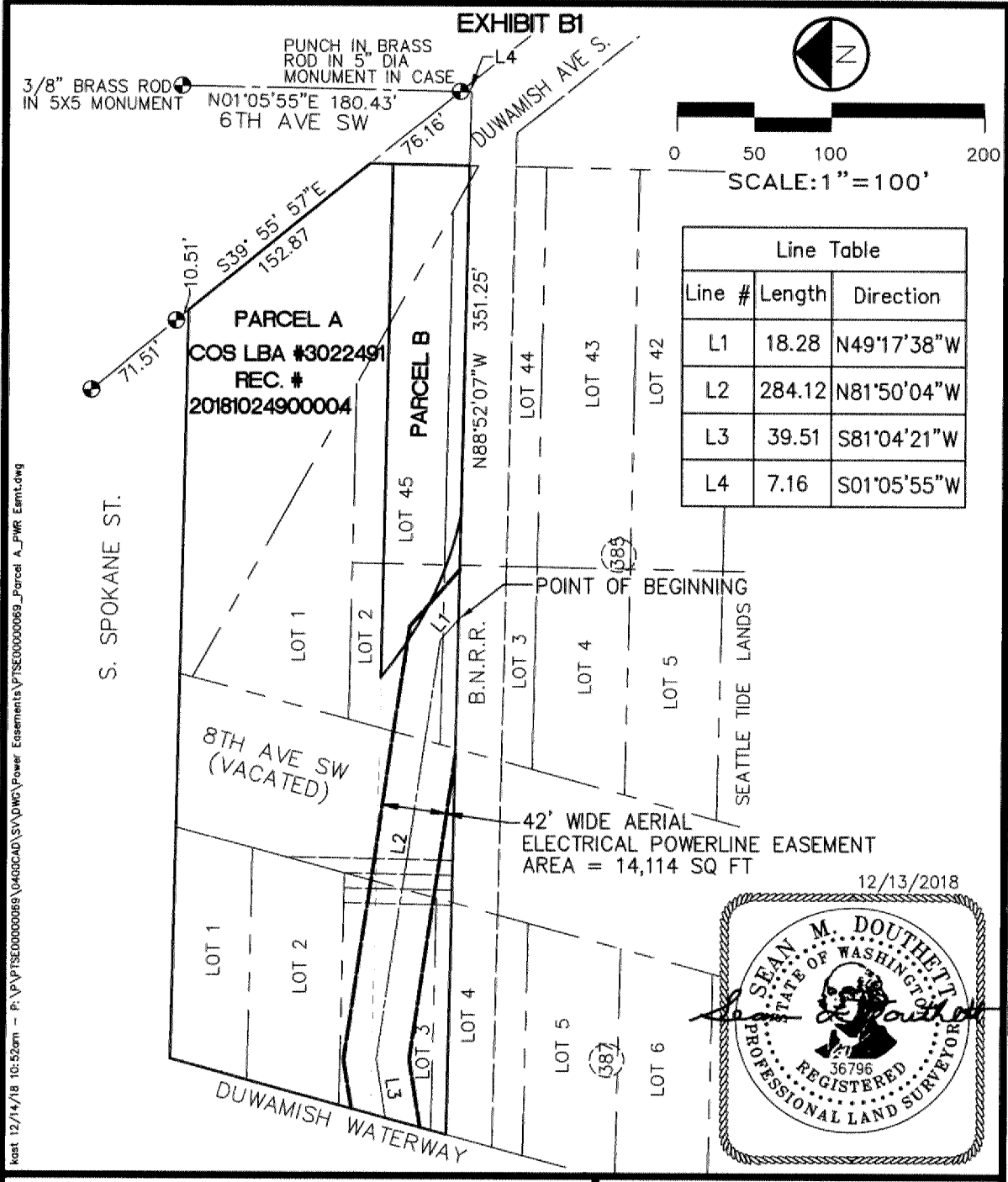


EXHIBIT B1
AERIAL ELECTRICAL POWERLINE EASEMENT
 A PORTION OF THE S.W. 1/4 OF THE N.E. 1/4 OF SECTION 18, T.24N, R.4E, W.M., CITY OF SEATTLE, KING COUNTY, WASHINGTON



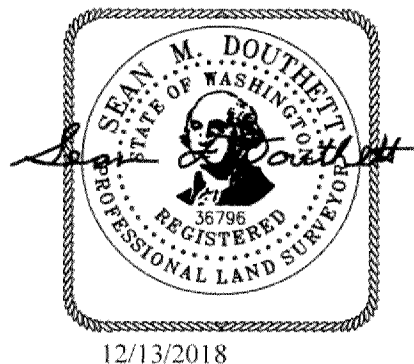
DAVID EVANS AND ASSOCIATES INC.
 415 - 118th Avenue SE
 Bellevue Washington 98005-3518
 Phone: 425.519.6500

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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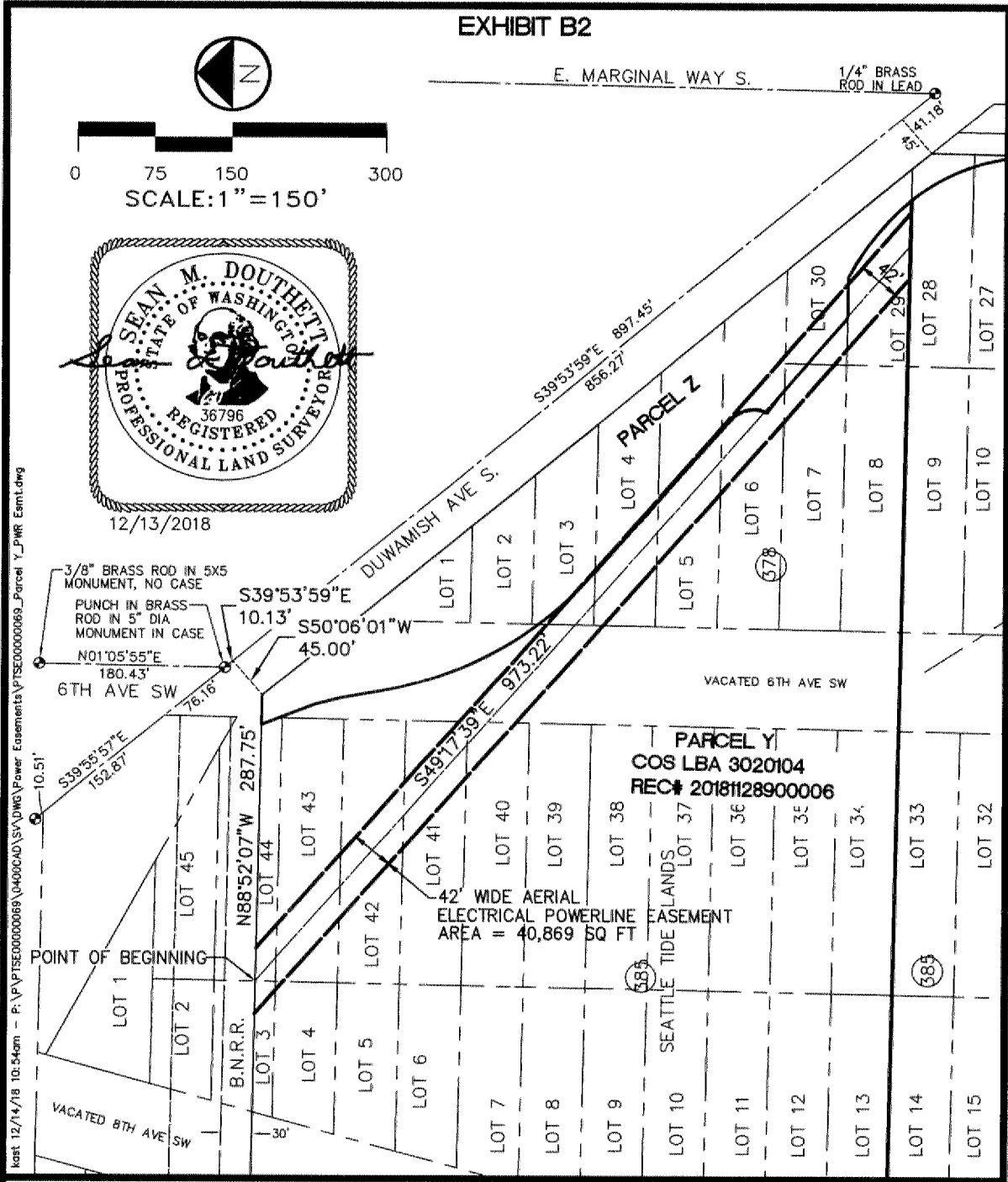


EXHIBIT B2
AERIAL ELECTRICAL POWERLINE EASEMENT
 A PORTION OF THE S.W. 1/4 OF THE N.E. 1/4 OF SECTION 18, T.24N, R.4E, W.M., CITY OF SEATTLE, KING COUNTY, WASHINGTON

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