

After recording return document to:

City of Seattle  
Department of Transportation  
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Seattle, WA 98124-4996  
Attn: Mary Jung



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04/01/2014 14:12  
KING COUNTY, WA

*Document Title: Easement*

*Reference Number of Related Document: N/A*

*Grantor(s): Washington Shoe Building, LLC*

*Grantee: City of Seattle*

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

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

**EASEMENT**

Project: First Hill Streetcar

THIS AGREEMENT, made this 21<sup>st</sup> day of March, 2014, for and in consideration of mutual and offsetting benefits, and other valuable consideration, between **WASHINGTON SHOE BUILDING, LLC**, a Washington limited liability company, hereinafter called the Grantor, its successors and assigns; and the **CITY OF SEATTLE**, a Washington municipal corporation, acting by and through its Seattle Department of Transportation, hereinafter called the Grantee;

That the Grantee shall have the perpetual right to install, construct, erect, alter, improve, repair and maintain permanent eyebolt(s), or equivalent attachment structures, on the building or structure located at 400 Occidental Avenue S on the following described lands and premises situated in the City of Seattle, County of King, State of Washington:

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

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

**EXCISE TAX NOT REQUIRED**

King Co. Records Division  
By Paul Bahns Deputy

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

Also together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from said lands and premises across adjacent lands of the Grantor for the purpose of attaching streetcar wires to, maintaining streetcar wires on, or removing streetcar wires from said eyebolt(s) or equivalent attachment structures.

Grantee hereby accepts the Grantor's Property in its current condition and such easement on the terms and conditions herein contained. Grantee shall cause its use of the Grantor Property to comply with all applicable laws and regulations and will exercise its rights hereunder in a manner that avoids any damage or alterations to the improvements on the Grantor Property.

The Grantee shall be responsible, as provided by law, for any damage caused to the building and shall reimburse, pay, defend, and indemnify Grantor against any costs, demands, claims or liabilities except for costs, demands, claims, suits, damages, loss or liabilities arising from the Grantor's negligence; asserted against, incurred by, or resulting to the Grantor arising out of Grantee's attachment of eyebolts and cables to the building, and Grantee's negligence when attaching streetcar wires to, maintaining streetcar wires on, or removing streetcar wires from the eyebolt(s) or equivalent attachment structures that occurs in the exercise of the rights granted by this easement.

Grantee shall use reasonable efforts to avoid any disruption to the business of Grantor's tenants, and shall, at all times, maintain public access to the Grantor Property during the duration of the Grantee's Project.

Grantor shall grant Grantee access to perform a building survey with structural engineers prior to the start of the Grantee's Project. Grantee shall share a copy of that survey with Grantor. Access shall be scheduled two (2) weeks in advance and will be performed in a manner to not cause tenant disruption. At the completion of the Grantee's Project, the Grantee shall perform a follow up building survey to assess any damage from the Grantee's Project. Any damage shown by the follow up survey shall be promptly corrected by Grantee at Grantee's sole cost and expense.

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

**Grantee shall be solely responsible for any and all costs associated with the installation, removal and relocation, of the eyebolts.**

**The right, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors and assigns, by way of a formal written notification, shall permanently remove the streetcar wires, or shall otherwise permanently abandon the use of said eyebolt(s) or equivalent attachment structures, at which time all such right, title, privilege and authority hereby granted by this Easement shall terminate.**



