

Document Title: Access Easement
Reference Number of Related Document: N/A
Grantor: State of Washington
Grantee: City of Seattle
Legal Description: Ptn. Of NW ¼ of the NE ¼ Sec. 20 Twp 25N, Range 4E, W.M.
Additional Legal Description is on Page 1 and 2 of document
Assessor's Tax Parcel Number: None- State Highway Right of Way

ACCESS EASEMENT
(Non-Exclusive)

SR 520, Exhibit Map Parcel 1-23718

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of NINE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$9,200.00), hereby grants and conveys unto CITY OF SEATTLE, a municipal corporation, Grantee, a non-exclusive easement for ingress and egress, over, across, and upon the following described real property situated in King County, State of Washington:

A portion of the hereinafter described Parcel "A" described as follows:

A tract of land beginning at a point opposite Highway Engineers Station (hereinafter referred to as HES) 2339+04.53 on State Route 5 NE-RAMP Line Survey as shown on Exhibit Map SR 520 Parcel 1-23718 and 279.01 feet Northwesterly therefrom; thence northerly to a point opposite HES 2339+19.54 on said line survey and 334.41 feet northwesterly therefrom; thence easterly to a point opposite HES 2339+28.44 on said line survey and 329.17 feet northwesterly therefrom; thence southerly to a point opposite HES 2339+13.92 on said line survey and 273.41 feet northwesterly therefrom; thence westerly to the point of beginning and the end of said tract description.

Parcel "A":

The West Half of Broadway Avenue East, as platted in Miller's Second Addition to Seattle, as per plat recorded in Volume 10 of Plats on page 70, records of King County, being in a portion of the Southwest Quarter of the Northeast Quarter

Section 20, Township 25 North Range 4 East, AND having been acquired by Grantor by operation of law.

The specific details concerning all of which are to be found on Sheet 1 of that certain plan entitled, Exhibit Map SR 520 Parcel 1-23718 now of record and on file in the office of the Secretary of Transportation at Olympia, bearing date of approval October 30, 2015, and revised June 3, 2016.

Subject to all existing encumbrances, including easements, restrictions and reservations, if any.

Grantee, its successors or assigns, agrees to, and shall maintain the property in good, sanitary and safe repair. Grantee, its successors or assigns, agrees to and shall repair any damages caused by or arising out of its use.

Should this non-exclusive easement cease to be used for the above described purposes this non-exclusive easement shall automatically terminate and all rights shall revert to Grantor. Upon such termination, Grantee, its successors or assigns, agrees to, execute a Release of Easement releasing all rights granted herein immediately upon Grantor's written notice.

The Grantee herein, on behalf of itself and its successors or assigns, as part consideration paid herein, waives and/or releases Grantor from any past, present, or future claims for damages directly or indirectly caused by highway drainage or runoff, and further Grantee, its successors or assigns, shall have no right of compensation for damages to the property herein conveyed caused directly or indirectly by highway drainage or runoff.

The Grantee, its successors or assigns, shall protect, save, and hold harmless the Grantor, its agents and employees, from all claims, actions, costs, damages (both to persons and/or property), or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its agents, contractors, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities related to this deed. The Grantee, its successors or assigns, further agrees to defend the Grantor, its agents or employees in any litigation, including payment of any judgments, costs or attorney's fees, for any claims or action commenced arising out of or in connection with acts or activities related to this deed. This

obligation shall not include such claims, costs, damages (both to persons and/or property), or expenses which may be caused by the sole negligence of the Grantor or its agents and/or employees; provided that, if the claims or damages are caused by or result from the concurrent negligence of (a) the Grantor, its agents or employees and (b) the Grantee, its agents, contractors, licensees, invitees, employees, and/or any other person, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or Grantee's agents, contractors, licensees, invitees, employees and/or any other person.

Grantee's indemnity obligations are limited to funds that have been appropriated and are available at the time an indemnity claim is made.

The Grantee, on behalf of itself and its successors or assigns, as part consideration herein, does hereby agree to comply with all civil rights and anti-discrimination requirements of chapter 49.60 RCW as to the lands herein conveyed.

It is understood and agreed that delivery of this easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

It is understood and agreed that delivery of this easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Seattle unless and until accepted and approved by the Seattle City Council.

Dated at Olympia, Washington, this _____ day of _____, 2017.

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION-GRANTOR

Roger Millar, PE, AICP
Secretary of Transportation

