

After recording return document to:

State of Washington  
Department of Transportation  
Real Estate Services Office  
PO Box 47338  
Olympia, WA 98504-7338

Document Title: Easement  
Reference Number of Related Document: 20180123001108  
Grantor: City of Seattle  
Grantee: State of Washington, Department of Transportation  
Legal Description: Lot 1 & ptn Lot 2, all in Blk 3, Miller's Second Addition to Seattle, Vol 10 of Plats, page 70  
Additional Legal Description is on Page 6 of this Easement  
Assessor's Tax Parcel Number: 553510-0285-07

EASEMENT  
(Non- Exclusive)

State Route 520, SR 5 Interchange to Montlake Interchange Vicinity

The CITY OF SEATTLE, ("Grantor"), for and in consideration of One Hundred Ten Thousand and Five Hundred and Eighty Dollars and 00/100 (\$110,580.00) conveys and grants unto the State of Washington, acting by and through its Department of Transportation, ("Grantee"), a subterranean easement under certain lands described in Exhibit A, for the purpose of constructing, installing, operating and maintaining subterranean retaining wall tiebacks, along with temporary access to certain lands described as Parcel 2 in Exhibit A, which access expires on December 31, 2023. Said lands being situated in King County, State of Washington, and the legal descriptions in Exhibit A are attached hereto and made a part hereof and an illustration attached as Exhibit B and Exhibit C.

This easement is subject to all existing encumbrances, including easements, restrictions and reservations, if any, EXCEPT that this easement supersedes and replaces that certain Subterranean Easement dated October 18, 2017 and recorded under King County Recorder's No. 20180123001108.

Grantee understands that the property is occupied by a fully functioning and operational municipal fire station. Grantee, at all times, will conduct any work or maintenance to the tiebacks in a manner that will not affect, hinder, delay, or obstruct the operations of the existing fire station. Grantee is responsible for any damage to Grantor's property that results from its

work or maintenance. Grantor reserves the right to use the herein before described property for purposes that will not unreasonably interfere with the Grantee's limited rights hereby granted. If Grantor plans any subterranean excavation on the property that may materially affect the effectiveness of the tiebacks, Grantor will provide Grantee a work plan and proposed scope of work at least thirty (30) calendar days prior to the expected work date. If Grantee does not respond with any reasonable objections in writing within ten (10) calendar days of Grantor's submittal of proposed work plans, the work will be deemed approved.

Neither Grantee nor its successors or assigns may install tiebacks without the prior written consent of the City of Seattle Department of Finance and Administrative Services. Grantor shall submit, for said written approval, a work plan to the City of Seattle Department of Finance and Administrative Services for any excavation or construction. Such work plan shall be submitted to the City of Seattle Department of Finance and Administrative Services for written approval no fewer than thirty (30) calendar days prior to the expected work date, which approval shall not be unreasonably withheld. After the tiebacks are installed, Grantee or its successors or assigns shall provide Grantor at least ten (10) days' written notice prior to performing any maintenance or service work on the tiebacks.

All notices required under this Easement shall be in writing by either (a) by email, (b) certified mail, return receipt requested, or (c) a nationally recognized overnight courier service, to the addresses set forth below, or as such addresses may subsequently be modified in writing between the Grantor and Grantee:

Grantor:  
City of Seattle  
Department of Finance and Administrative Services  
Real Estate Services  
P.O. Box 94689  
Seattle, WA 98124-4689  
Attention: Karen Gruen, Director of Real Estate Services  
[karen.gruen@seattle.gov](mailto:karen.gruen@seattle.gov)

Grantee:  
Washington Department of Transportation  
Real Estate Services Office  
P.O. Box 330310  
Seattle, WA 98133-9710  
Attn: Property Management  
[NWRRES@wsdot.wa.gov](mailto:NWRRES@wsdot.wa.gov)

Grantee's right to access Grantor's lands described as Parcel 2 in Exhibit A expires on December 31, 2023. No later than December 31, 2023, Grantee shall at its sole cost and expense remove all of its property, equipment and materials and restore the grading, and other

improvements damaged by the entry to at least as good a condition as such grading, and other improvements, were in immediately prior to the Grantee's commencement of work; however, (a) the soil nail wall may be removed only to a depth of two (2) feet below finished grade of the ground and the remainder abandoned in place, and (b) landscaping within the temporary access area shall be restored by Grantor.

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 easement. 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 easement. 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 waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless Grantor and its officials, agents, or employees. Grantee acknowledges that this waiver has been mutually negotiated between Grantor and Grantee.

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 this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**CITY OF SEATTLE, acting by and through its  
Department of Finance and Administrative Services**

By: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

**Accepted and Approved**

STATE OF WASHINGTON  
Department of Transportation

By: \_\_\_\_\_

Dawn Yankauskas  
SR 520, Deputy Program Administrator

Date: \_\_\_\_\_



## EXHIBIT A

### Parcel 1:

A perpetual subterranean easement under the hereinafter described Tract "X" for the purpose of constructing, installing, operating and maintaining subterranean retaining wall tiebacks.

TOGETHER WITH temporary access over, under, upon and across the following described lands designated as Parcel 2, for the purposes of providing construction access, construction of a temporary soil nail shoring wall, removal of fencing and landscaping and replacement of fencing. The temporary access right shall terminate on December 31, 2023.

### Parcel 2:

That portion of the hereinafter described Tract "X" lying within the following described tract of land:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) NE 2339+74.87 on the NE line survey of SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity and 212.94 feet Northerly therefrom; thence Northwesterly to a point opposite HES NE 2339+75.56 on said line survey and 225.76 feet Northerly therefrom; thence Easterly to a point opposite HES NE 2340+13.51 on said line survey and 216.34 feet Northerly therefrom; thence Northeasterly to a point opposite HES NE 2340+27.88 on said line survey and 217.97 feet Northerly therefrom; thence Northeasterly to a point opposite HES NE 2340+35.24 on said line survey and 222.32 feet Northerly therefrom; thence Southerly to a point opposite HES NE 2340+35.14 on said line survey and 220.98 feet Northerly therefrom; thence Southerly to a point opposite HES +NE 2340+30.66 on said line survey and 206.14 feet Northerly therefrom; thence Southwesterly to the point of beginning.

### Tract "X":

Lot 1 and that portion of Lot 2 lying Northerly of a line extending from the Southwest corner of said lot to a point on the Easterly line of said lot which is 30 feet South of the Northwest corner thereof, all in Block 3 of Miller's Second Addition to Seattle per plat recorded in Volume 10 of plats, page 70, records of King County, together with that portion of the East half of Broadway Avenue East, acquired by operation of law, adjacent to said lots on the West.

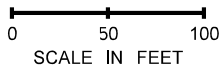
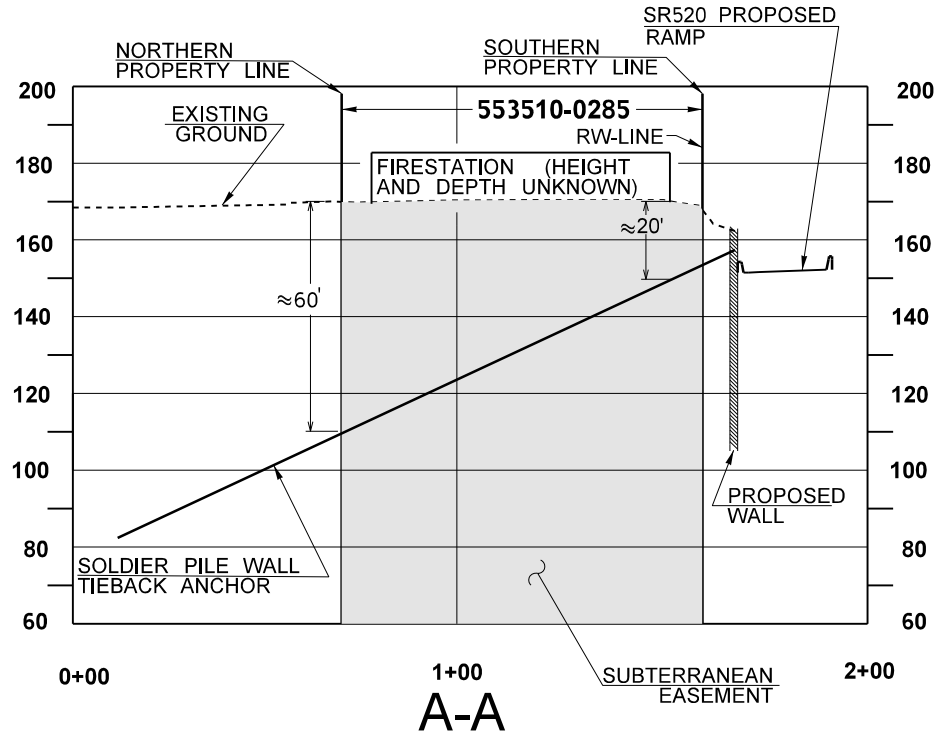
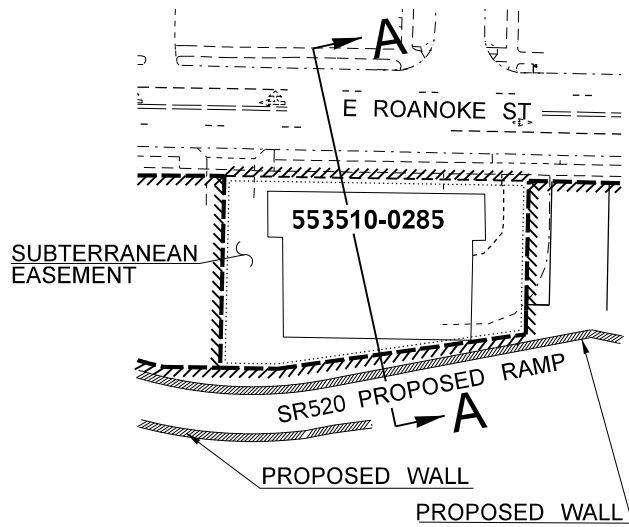
The lands herein conveyed in the subterranean easement contain an area of 14,770 square feet, more or less, and the lands herein conveyed in the temporary easement contain an area of 826 feet, more or less, the specific details concerning all of which are to be found on Sheet 2 of that certain plan entitled, SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity bearing date of approval of March 2, 2017, as revised.

LEGEND

- WSDOT RW & LIMITED ACCESS
- CITY RIGHT OF WAY AND WSDOT LIMITED ACCESS
- PROPERTY LINES

**FOR ILLUSTRATIVE PURPOSES ONLY**

**EXHIBIT B**



ELEVATIONS ARE BASED ON NAVD88 AND ARE IN US FEET  
SOLDIER PILE WALL TIEBACKS TO BE INSTALLED FROM WSDOT RW

**AUGUST 24, 2022**

**PERMANENT SUBTERRANEAN EASEMENT ILLUSTRATION  
553510-0285**

**FOR ILLUSTRATIVE PURPOSES ONLY**

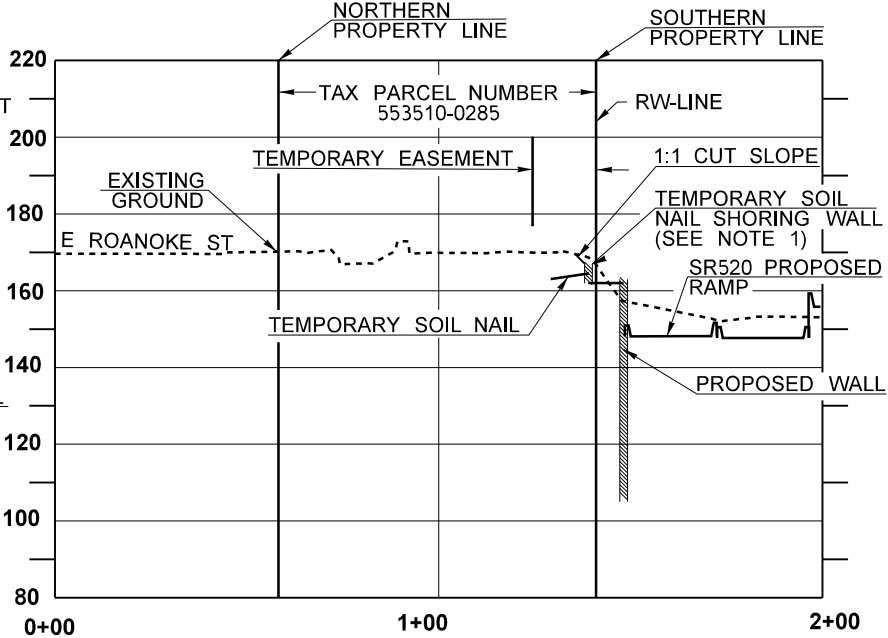
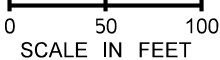
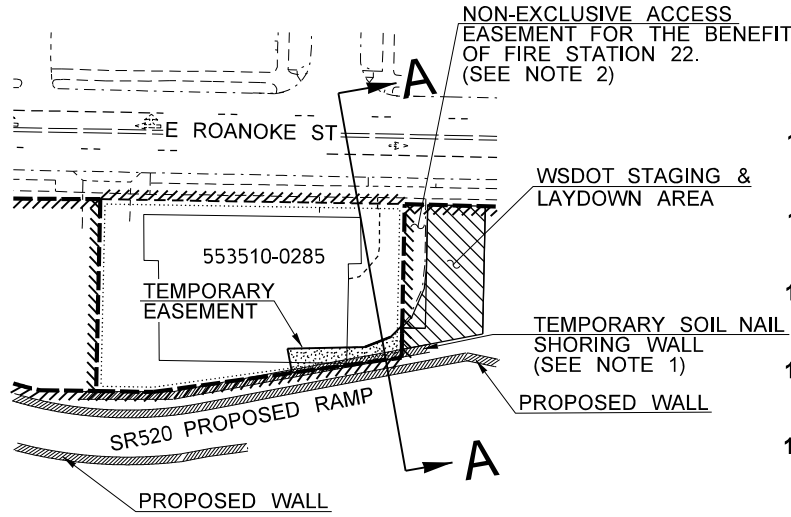
**LEGEND**

- WSDOT LIMITED ACCESS
- CITY RIGHT OF WAY LINE
- PROPERTY LINES

- WSDOT STAGING AND LAYDOWN AREA
- TEMPORARY EASEMENT FOR GROUND DISTURBANCE / EXCAVATION AREA (SEE NOTE 3)

- NOTE 1 TEMPORARY SOIL NAIL SHORING WALL WILL BE REMOVED TO A DEPTH OF 2 FEET BELOW FINISHED GRADE AND THE REMAINDER, INCLUDING TEMPORARY SOIL NAILS, WILL BE ABANDONED IN PLACE.
- NOTE 2 CONTRACTOR SHALL USE ACCESS EASEMENT FOR ACCESS TO WORK AREA ONLY. CONTRACTOR SHALL NOT STOP IN THE ACCESS EASEMENT AREA.
- NOTE 3 LIMITS OF EXCAVATION SHALL NOT ENCROACH INTO THE FIRE STATION BUILDING STRUCTURE OR DRIVEWAY AREA.

**EXHIBIT C**



ELEVATIONS ARE BASED ON NAVD88 AND ARE IN US FEET

**TEMPORARY EASEMENT ILLUSTRATION  
TAX PARCEL NUMBER 553510-0285**