

AFTER RECORDING RETURN TO:

Foster Pepper PLLC
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
Attention: Laura Karassik

QUIT CLAIM DEED AND RESERVATION OF ACCESS EASEMENT AGREEMENT

Grantor: THE CITY OF SEATTLE,
a Washington municipal corporation

Grantee: 225 ROY LLC,
a Washington limited liability company

Abbreviated Legal Description (City of Seattle Property):
Lots, 1, 7, and 8, Block 24, Mercer’s 2nd Add, V.2, P. 7

Abbreviated Legal Description (225 Roy LLC Property):
Ptn Lts 1-8, Blk 24, Mercer’s 2nd Add, Vol 2/7.

Full legal description is at page 2 of document

Assessor’s Property Tax Parcel Account Number(s) (City of Seattle Property):
545780-0296-03
545780-0296-00

Assessor’s Property Tax Parcel Account Number(s) (225 Roy LLC):
545780-0260-05
545780-0260-08
545780-0280-01

RELATED DOCUMENTS:

King County Recording No. 2001219000321

King County Recording No. _____.

King County Recording No. _____.

THIS QUIT CLAIM DEED AND RESERVATION OF ACCESS EASEMENT AGREEMENT (“Deed”) is made and entered into as of this ____ day of _____, 2017 (“**Effective Date**”) by THE CITY OF SEATTLE, a Washington municipal corporation (“**Grantor**”) and 225 ROY LLC, a Washington limited liability company (“**Grantee**”).

RECITALS:

Grantee is in the process of permitting and constructing a development project that is adjacent to real property owned by Grantor and identified in a quit claim deed recorded under King County Recording No. 2001219000321 (the “QCD”).

Grantee’s project includes overhead weather protection that extends from Grantee’s project onto the property identified in the QCD and if constructed as designed, would cause that property to be treated as part of Grantee’s building site by The City of Seattle Department of Construction and Inspections (“SDCI”).

To satisfy SDCI requirements and to facilitate Grantee’s development of its property as designed, Grantor has agreed to convey a 10-foot strip of its property to Grantee to allow for a lot boundary adjustment and construction of the weather protection features.

The Deed also includes a reservation of a perpetual access easement so that the property conveyed will continue to appear as public open space, thus satisfying the intent of the Access Easement Agreement and Restrictive Covenant, Easement and Circulation Area Agreement as identified above.

WITNESSETH:

THAT Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, by these presents, conveys and quit claims to the Grantee, the following described real property:

The N 10 feet of Lot 1 and the N 10 feet of the E 28 feet of Lot 8 in Block 24, Mercer’s 2nd Addition to N Seattle

(“**Property**”), situated in King County, Washington, together with all tenements, hereditaments and appurtenances belonging or in anywise appertaining to the Property, except as otherwise set forth herein.

PROVIDED, HOWEVER, that the Property shall be used only for publicly-accessible open space and ancillary purposes, including but not limited to café seating and weather protection elements.

AND PROVIDED, HOWEVER, that Grantor hereby reserves in favor of that certain real property owned by Grantor situated in King County, Washington, lying south and west of the Property, such real property being more particularly described as:

The S 28.6 feet of Lot 1 and S 28.6 feet of E 28 feet of Lot 8 in Block 24, Mercer’s 2nd Addition to N Seattle

and

Lots 7 & 8 in Block 24, Mercer’s 2nd Addition to N Seattle as recorded in Volume 2 of Plats at page 2, Records of King County, EXCEPT the East 28 feet thereof and LESS the North 10 feet of Lot 2, situate in the City of Seattle, King County, Washington,

(“**Grantor’s Retained Land**”) the following described Access Easement, (i) is intended to be, and shall be, construed as, a covenant running with the Property; (ii) shall be an easement appurtenant to Grantor’s Retained Land; (iii) shall include and reserve all incidental rights reasonably necessary for the use and enjoyment of such easement for their respective intended purposes; (iv) shall be exercised in compliance with all applicable laws; and (v) shall be for the benefit of (x) Grantor, and Grantor’s successors-in-interest as fee simple owners of all or any part of the Grantor’s Retained Land; (y) the tenants, subtenants and occupants of all or any part of the Grantor’s Retained Land; and (z) the licensees, invitees, permittees, agents and guests of any person described in subclauses (x) and/or (y) above (collectively, “**Permittees**”).

- A. Grantor hereby reserves a permanent, non-exclusive easement over, on, upon, through and across the Property for purposes of pedestrian ingress, egress, access, and passage, by Grantor and Permittees to/from Grantor’s Retained Land from/to Mercer Street, from/to 2nd Avenue North and from/to 3rd Avenue North (the “**Access Easement**”). The Access Easement reserved to Grantor and the Permittees hereby includes, without limitation, the right to use any improvements within the Property.
- B. Grantor agrees that to the fullest extent permitted by law, it shall indemnify, hold harmless, and defend Grantee from and against all liability claims, damages, loss and expenses of any sort in any way after-acquired title of the **GRANTOR** therein, but reserving unto **GRANTOR**, its successors and assigns, a perpetual easement over, under, through and upon the Property for ingress, egress and maintenance of public open space improvements on the Property, which easement shall solely benefit the adjacent real property owned by **GRANTOR** as of the date of this deed.

The parties’ obligations with respect to construction, alteration, maintenance and repair of improvements on the Property are contained in that certain Restrictive Covenant, Easement and Circulation Area Agreement of even date and recorded under King County Recording Number _____.

DATED this ___ day of _____, 2017.

THE CITY OF SEATTLE, a Washington municipal corporation

By: _____

Att B – Quit Claim Deed and Access Easement
V1

Name: _____
Its: _____

STATE OF WASHINGTON)

COUNTY OF KING) ss
)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument, and acknowledged it as the _____ of The City of Seattle, a Washington municipal corporation, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____
(Print Name)

Notary Public in and for the State of Washington
Commission Expires: _____

ACCEPTANCE

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to be bound by all the obligations, conditions and covenants therein contained.

225 ROY LLC, a Washington limited liability company

By: _____

Name: _____

Title: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____, of the 225 Roy LLC, a Washington limited liability company, to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____
(Print Name)

Notary Public in and for the State of Washington
Commission Expires: _____