



20141119000566

CITY OF SEATTLE EAS 77.00
PAGE-001 OF 006
11/19/2014 12:06
KING COUNTY, WA

After recording return document to:

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

EXCISE TAX NOT REQUIRED

By J. King Co. Records Deputy
J. H. [Signature]

WASHINGTON STATE RECORDER'S COVER SHEET

Document Title: Easement
Reference Number of Related Document: Recording Number 20140401000692
Grantor(s): Brickman South Jackson LLC
Grantee: City of Seattle
Abbreviated Legal Description: Blk 5 Lots 1 & 2 Tgw N 15 Ft of Lots 7 & 8 Maynard's D S Plat less St, Vol 1 PP 23, King County, Washington
Assessor's Tax Parcel Number(s): 524780-0255

THIS DOCUMENT IS BEING RE-RECORDED TO ADD THE WORD "LIMITATION" TO THE FOLLOWING PARAGRAPH 2 ON PAGE 3 OF DOCUMENT

The right, title, privileges and authority granted by this Easement 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 the eyebolt(s) or equivalent attachment structures, at which time all such right, title, privilege and authority granted by this Easement shall terminate. If Grantee permanently abandons the eyebolts or equivalent attachment structures, Grantor may require Grantee to remove them upon sixty (60) days prior written request. At any time Grantee exercises rights under this Easement that affect the building or surrounding property of Grantor, including without limitation, installing, improving, maintaining or removing the eyebolts or equivalent attachment structures from the building, Grantee shall, at Grantee's sole cost and expense, promptly restore the building and surrounding property to at least as good of a condition as existed prior to Grantee's exercise of rights under this Easement.

After recording return document to:

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

Document Title: Easement
Reference Number of Related Document: N/A
Grantor(s): Brickman South Jackson LLC
Grantee: City of Seattle
Abbreviated Legal Description: Blk 5 Lots 1 & 2 Tgw N 15 Ft of Lots 7 & 8 Maynard's D S Plat
Less St, Vol 1 PP 23, King County, Washington
Assessor's Tax Parcel Number(s): 524780-0255

20140401000692

SEATTLE CITY O EAS 78.00
PAGE-001 OF 005
04/01/2014 14:12
KING COUNTY, WA

EASEMENT

Project: First Hill Streetcar

THIS EASEMENT, made this 21st day of March, 2014, for and in consideration of mutual and offsetting benefits, and other valuable consideration, between **BRICKMAN SOUTH JACKSON LLC**, a Delaware 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 101 S Jackson Street on the following described lands and premises situated in the City of Seattle, County of King, State of Washington:

LOTS 1 AND 2, AND THE NORTHERLY 15 FEET OF LOTS 7 AND 8, BLOCK 5, TOWN OF SEATTLE, AS LAID OUT BY D.S. MAYNARD, COMMONLY KNOWN AS D.S. MAYNARD'S PLAT OF SEATTLE, RECORDED IN VOLUME 1 OF PLATS, PAGE(S) 23, KING COUNTY, WASHINGTON, EXCEPT THE WEST 9 FEET CONDEMNED IN DISTRICT COURT CASE NO. 7094 FOR FIRST AVENUE AS PROVIDED BY ORDINANCE NO. 1106 OF THE CITY OF SEATTLE.

EXCISE TAX NOT REQUIRED

King Co. Records Division

By: [Signature]

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

Also together with the right to the Grantee, its successors and assigns; upon at least ten (10) days prior written notice to Grantor, and subject to the rights of any tenants under existing leases, except in the event of an emergency in which case upon such shorter notice as is reasonably practical under the circumstances, if any; of ingress to and egress to the exterior of the building located on the Grantor's property for the purpose of attaching streetcar wires to, maintaining streetcar wires on, or removing streetcar wires from the eyebolt(s) or equivalent attachment structures. Grantee has inspected the building and has informed Grantor that the building will support Grantee's eyebolts and Grantee's intended use of the eyebolts without resulting in any damage or diminished functionality of the building whatsoever, including without limitation, to the building's exterior, envelope, and structure. Grantee shall exercise all rights under this Easement in a good and workmanlike manner, in compliance with all applicable laws, and in a manner that minimizes any interference with or the use or operation of business at the property, which may include Grantee completing any work pursuant to this Easement after normal business hours.

Grantee shall indemnify, pay the defense cost of, and hold Grantor harmless from: all liability, loss, damage, expense, demands and claims of any kind whatsoever, including without limitation the reasonable attorneys' fees and costs incurred in the defense thereof; arising directly, or indirectly but causally linked to, from, or in connection with; Grantee's exercise of the rights in the Easement including without limitation Grantee's installation, maintenance, repair, removal, replacement or use of the eyebolts or equivalent attachment structures for streetcar wires.

Notwithstanding the foregoing, in the event of: (i) the sole negligence of Grantor; or (ii) the concurrent negligence of Grantor and Grantee or any party exercising Grantee's rights under this Easement that relates to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of the eyebolts or equivalent attachment structures such that RCW 4.24.115 applies. Grantee's obligation to indemnify Grantor shall be limited to the extent of the Grantee's negligence and any party exercising Grantee's rights under this Easement. Grantor and Grantee agree that this provision was mutually negotiated.

Grantee shall be responsible, as provided by law, for any damage arising from, in connection with, or resulting from Grantee's acts, omissions, or negligence when attaching streetcar wires to, maintaining streetcar wires on, or removing streetcar wires from the eyebolt(s) or equivalent attachment structures.

Notwithstanding the rights granted to Grantee in this Easement, Grantor reserves the right to maintain, repair, restore, replace, upgrade and bring the building into compliance with all applicable laws, rules, regulations and standards. If it is necessary, in Grantor's reasonable discretion, to remove the eyebolts or equivalent attachment structures in order to exercise any of the foregoing reserved rights, Grantee will, at its sole cost and expense, remove the eyebolts or equivalent attachment structures within sixty (60) days after receipt of written notice from Grantor. Upon completion of Grantor's work, Grantee will have the right to reinstall the eyebolts or equivalent attachment structures on the building at Grantee's sole cost and expense.

The right, title, privileges and authority granted by this Easement 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 the eyebolt(s) or equivalent attachment structures, at which time all such right, title, privilege and authority granted by this Easement shall terminate. If Grantee permanently abandons the eyebolts or equivalent attachment structures, Grantor may require Grantee to remove them upon sixty (60) days prior written request. At any time Grantee exercises rights under this Easement that affect the building or surrounding property of Grantor, including without installing, improving, maintaining or removing the eyebolts or equivalent attachment structures from the building, Grantee shall, at Grantee's sole cost and expense, promptly restore the building and surrounding property to at least as good of a condition as existed prior to Grantee's exercise of rights under this Easement.

This Easement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In the event any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this Easement, the prevailing party in the proceeding and in any appeal or review of the initial proceeding, shall be entitled to recover their reasonable attorneys' fees and costs incurred in connection with and in preparation for the proceedings, in addition to the costs and disbursements allowed by law.

GRANTOR:

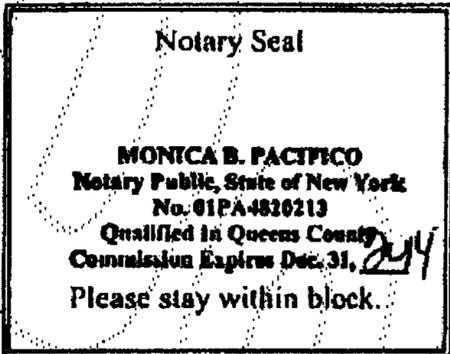
BRICKMAN SOUTH JACKSON LLC
a Delaware limited liability company

By: [Signature] x [Signature] 11/18/14
Kathleen Corton
Member Date
Dated: 3/4/14

STATE OF NEW YORK)
County of New York)

On this 4th day of March, 2014, I certify that I know or have satisfactory evidence that KATHLEEN CORTON, is the person who appeared before me and acknowledged that she signed this instrument and on oath stated that she was authorized to execute this instrument as Member of BRICKMAN SOUTH JACKSON LLC, a Delaware limited liability company, to be the free and voluntary act for the use and purpose mentioned in this instrument.

GIVEN under my hand and official seal the day and year last above written.



[Signature]
Notary (print name) Monica B. Pacifico
Notary Public in and for the State of New York,
residing at NY
My Appointment expires 12/31/2014

Approved and Accepted By:
CITY OF SEATTLE

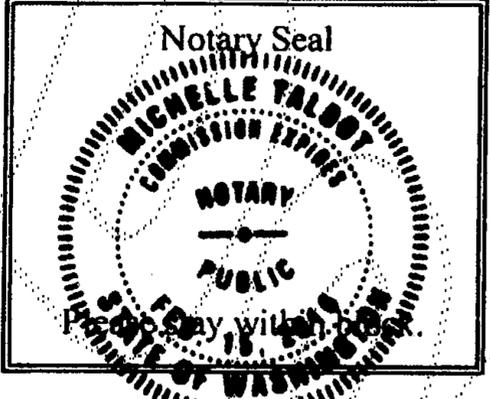
By: [Signature]
Goran Sparrman, P.E., Interim Director
Seattle Department of Transportation

Dated: 3/21/14, 2014

STATE OF WASHINGTON)
) §
County of King)

On this 21st day of March, 2014, before me personally appeared GORAN SPARRMAN, to me known to be the Interim Director of the Seattle Department of Transportation of the City of Seattle, a Washington Municipal Corporation, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



Michelle Talbot
Notary (print name) Michelle Talbot
Notary Public in and for the State of Washington,
residing at Anacortes
My Appointment expires 2/15/16