

Record Date:7/28/2020 4:39 PM

Electronically Recorded King County, WA EXCISE TAX NOT REQUIRED BY MATT FOWLER, DEPUTY

**WHEN RECORDED RETURN TO:**

City of Seattle  
SPU Real Property Services  
PO Box 34018  
Seattle WA 98124-4108  
Attn: Jacques Rodriguez, Sr. Real Property Agent

**STORMWATER EASEMENT**

<b>GRANTOR:</b>	<b>PORT OF SEATTLE</b>
<b>GRANTEE:</b>	<b>CITY OF SEATTLE</b>
<b>Legal Description (Abbrev'd):</b>	Portion of Parcel Y, City of Seattle Lot Boundary Adjustment No. 3020104 Filed Under King County Recording No. 20181128900006
<b>Legal Description (Full):</b>	See attached Exhibit A
<b>Tax Parcel Nos:</b>	766670-0315

This Stormwater Easement and Access Agreement is made as of this 5<sup>th</sup> day of ~~SEPTEMBER~~ SEPTEMBER 2019 by and between the Port of Seattle, a municipal corporation of the State of Washington ("Grantor") and The City of Seattle, a municipal corporation of the State of Washington, acting by and through Seattle Public Utilities ("Grantee"), hereafter, when applicable, referred to together as "Parties".

The Grantor, for and in consideration valuable mutual benefits and public purposes, hereby grants and conveys to the Grantee a permanent subsurface easement and right-of-way over, across, along, through, under and upon the real property legally described in Exhibit A, and depicted on Exhibit B, (the "Easement Area"). The Easement Area contains 9,252 square feet, more or less. The Easement Area is a portion of that real property situated in the County of King, State of Washington and legally described in Exhibit A (the "Property"). Exhibits A and B attached hereto are incorporated here by this reference.

**AGREEMENT**

**1. Purpose of Easement.** Grantee, its agents, contractors and permittees, may use the Easement Area to install, construct, reconstruct, alter, improve, remove, repair, maintain, replace and operate a subsurface stormwater facility subject to all applicable municipal codes and regulations, together with all necessary connections and appurtenances thereto (collectively the "Facilities").

**2. Access.** Grantee shall have the right of ingress to and egress from the Easement Area over and across the Property for the purpose of installing, constructing, reconstructing, altering, improving, removing, repairing, maintaining, replacing, and operating the Facilities within the Easement Area.

3. **Transfer of Assets.** Grantee will own the stormwater facilities, which may include, but not be limited to lines, maintenance holes, and a water quality vault. Grantee will be responsible for the operations, maintenance, repairs or replacement of all facilities shown in red on Exhibit C ("SPU Facilities"). Grantee accepts any of the SPU Facilities transferred from the Grantor, in "as is" and "where is" condition. To the extent Grantor has any title or ownership interest in the SPU Facilities, Grantor hereby conveys and transfers over to Grantee, full title and ownership of the SPU Facilities in the Easement Area.

4. **Restoration.** Grantee shall have the right to replace and improve any Facilities within the Easement Area; provided that upon completion, any new Facilities will not unreasonably block, obstruct, hinder or otherwise prevent access over and across the Grantor's property. Grantee agrees to restore the Easement Area following any activity by the Grantee that disturbs the Easement area to a condition comparable to the condition it was prior to the commencement of Grantee's work.

5. **Grantor's Use of Easement Area.** Grantor reserves the right for itself, and for its tenants, successors and assigns, to use the Easement Area for any purpose not inconsistent with the rights herein granted, subject to the following: Grantor agrees that it will not knowingly permit any other utility facility, including without limitation, conduits, cable, pipelines, vaults, poles, posts, whether public or private, to be installed within five (5) horizontal feet of the Facilities or any crossings over the easement area that do not maintain a minimum vertical clearance of eighteen (18) inches from all of the Facilities; Grantor and its employees agents, lessees, licensees or invitees may move vehicles, containers, equipment and other similar items or personal property ("Grantor's Equipment") across any of the easement area, provided that the combined weight of Grantor's equipment does not exceed H-20 weight; Grantor shall not, and shall not permit its employees, agents, lessees or tenants to (a) erect, plant or allow to remain any buildings, walls, rockeries, trees, shrubbery, or obstruction of any kind or (b) place any fill material of any kind within the Easement Area, without the prior written permission and approval of Grantee, which shall not be unreasonably withheld, conditioned or delayed.

6. **Indemnity.** To the extent permitted by law, Grantor and Grantee shall protect, defend, indemnify, and save harmless the other party, and its officers, officials, employees, and agents from any and all costs, claims, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damage to Property (each, a "Claim") to the extent caused by the negligent acts omissions or willful misconduct of the indemnifying party. Each party agrees that its obligations under this section extend to any Claim, demand, or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event of any Claims, demands, actions or lawsuits, the indemnifying party upon prompt notice from the other party, shall assume all costs of defense thereof, including legal fees incurred by the other party, and of all resulting judgments that may be obtained against the other party.

Grantor and Grantee understand and agree that any Claim arising out of or in connection with the disposal, release or discharge, migration, handling, or transportation of hazardous materials or substances, as that term may be defined by applicable local, state or federal law will be subject to the parties' obligations under that certain Memorandum of Agreement between the City of Seattle and the Port of Seattle regarding the East Marginal Way Grade Separation, dated July 23, 2014, as applicable.

7. **Termination.** The rights herein granted shall continue until such time as Grantee permanently removes the Facilities from the Property or shall otherwise abandon the Facilities, which shall be deemed to have occurred after five consecutive years of non-use, at which time all such rights hereby granted shall

terminate. Upon termination, any improvements remaining in the Easement Area shall become the property of Grantor.

8. **Successors and Assigns.** Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this Easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective heirs, successors and assigns.

9. **Recording.** Grantee will record this Easement in the real property records of King County, Washington.

10. **Notifications.** Except as otherwise specifically provided in this Easement Agreement, notices to Grantor and Grantee shall be made as follows:


Grantor: Manager, Maritime Properties  
Port of Seattle  
PO Box 1209  
Seattle, WA 98111  
Phone: (206) 787-3000

Grantee: City of Seattle  
SPU Real Property Services  
Post Office Box 34018  
Seattle, WA 98124-4018  
Phone: (206) 684-5850

Either party may change its contact, address or phone number by written notice to the other party.

Dated and signed on this 5<sup>th</sup> day of SEPTEMBER, 2019.

**Port of Seattle**, a Washington municipal corporation

By:   
Stephen P. Metruck  
Its: Executive Director

Date: August 8, 2019

**The City of Seattle**, a Washington municipal corporation, acting through the Seattle Public Utilities

By:   
Its: GM / CEO

Date: 9.5.19, 20

STATE OF WASHINGTON )  
 )  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that STEPHEN P. METRUCKS the person who appeared before me and signed this instrument, on oath stated that s/he is authorized to execute the instrument and acknowledged it as the EXECUTIVE DIRECTOR of the Port of Seattle, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 8<sup>th</sup> day of AUGUST, 2019

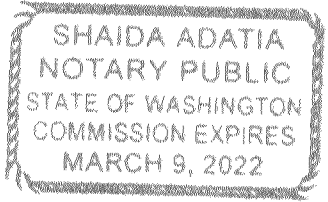


NAME [Signature]  
(Print name) HUGH HASTINGS  
NOTARY PUBLIC in and for the State of Washington  
Residing at KING Co.  
My appointment expires: 4-30, 2020

STATE OF WASHINGTON )  
 )  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that MAMI HARRA is the person who appeared before me and signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as GM/CEO of Seattle Public Utilities of the City of Seattle, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 5<sup>th</sup> day of September, 2019



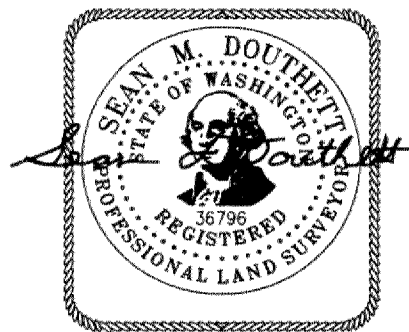
NAME [Signature]  
(Print name) SHAIIDA ADATIA  
NOTARY PUBLIC in and for the State of Washington  
Residing at Renton, WA  
My appointment expires: 3/9, 2022

EXHIBIT A  
LEGAL DESCRIPTION  
STORMWATER EASEMENT

THAT PORTION OF PARCEL Y OF CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3020104 FILED UNDER KING COUNTY RECORDING NUMBER 20181128900006, LYING WITHIN LOTS 42, 43, AND 44, BLOCK 385, AND VACATED 6<sup>TH</sup> AVENUE SOUTHWEST, SEATTLE TIDE LANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, IN OLYMPIA, WASHINGTON, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A 5" DIAMETER CONCRETE MONUMENT WITH A BRASS ROD WITH PUNCH MARK IN CASING FOUND IN PLACE AT THE CENTERLINE INTERSECTION OF 6<sup>TH</sup> AVENUE SOUTHWEST AND DUWAMISH AVENUE SOUTH FROM WHENCE A 1/4" BRASS ROD IN LEAD FOUND IN PLACE AT THE CENTERLINE INTERSECTION OF DUWAMISH AVENUE SOUTH AND EAST MARGINAL WAY SOUTH BEARS SOUTH 39°53'59" EAST 897.45 FEET DISTANT; THENCE SOUTH 39°53'59" EAST ALONG SAID CENTERLINE 10.13 FEET; THENCE SOUTH 50°06'01" WEST PERPENDICULAR WITH SAID CENTERLINE 45.00 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY MARGIN OF SAID DUWAMISH AVENUE SOUTH AND THE EASTERLY EXTENSION OF A LINE 20.00 FEET NORTH OF THE SOUTH LINE OF LOT 44, BLOCK 385, SEATTLE TIDE LANDS HEREINAFTER REFERRED TO AS 'NORTH PARALLEL LINE'; THENCE NORTH 88°52'07" WEST ALONG SAID NORTH PARALLEL LINE 224.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 28°32'22" EAST 41.38 FEET; THENCE SOUTH 58°48'43" EAST 42.85 FEET; THENCE NORTH 33°12'10" EAST 16.32 FEET; THENCE SOUTH 75°25'56" EAST 162.42 FEET TO THE WESTERLY LINE OF PARCEL Z OF SAID LOT BOUNDARY ADJUSTMENT; THENCE SOUTH 10°06'56" EAST ALONG SAID WESTERLY LINE 28.25 FEET; THENCE SOUTH 14°34'04" WEST 20.33 FEET; THENCE NORTH 75°25'56" WEST 162.79 FEET; THENCE NORTH 14°34'04" EAST 13.78 FEET; THENCE NORTH 75°25'56" WEST 12.95 FEET; THENCE NORTH 58°48'43" WEST 55.24 FEET; THENCE NORTH 28°32'22" WEST 53.98 FEET TO SAID NORTH PARALLEL LINE; THENCE SOUTH 88°52'07" EAST ALONG SAID NORTH PARALLEL LINE 17.26 FEET TO THE POINT OF BEGINNING.

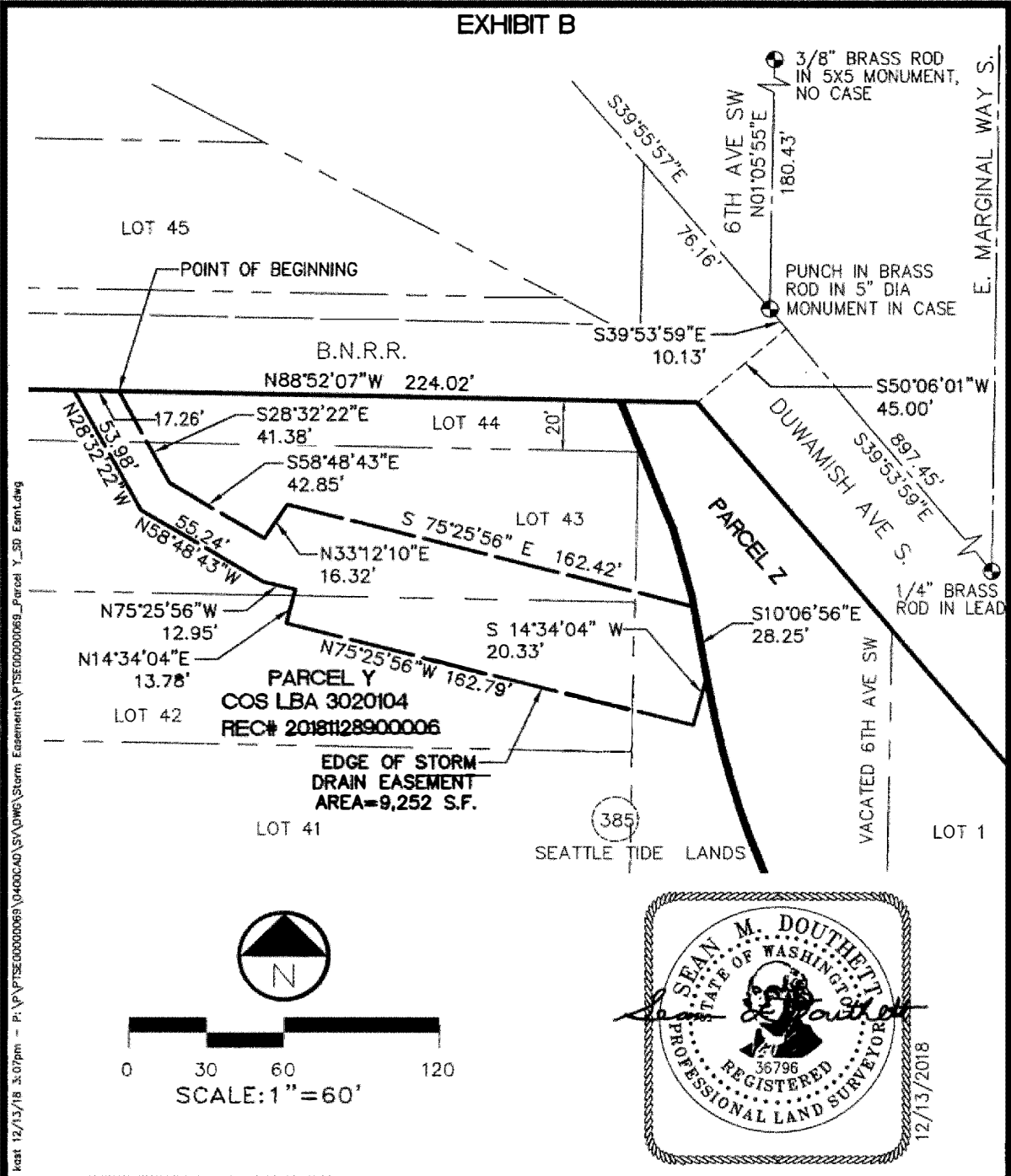
CONTAINING 9,252 SQUARE FEET OR 0.21 ACRES, MORE OR LESS.



12/13/2018

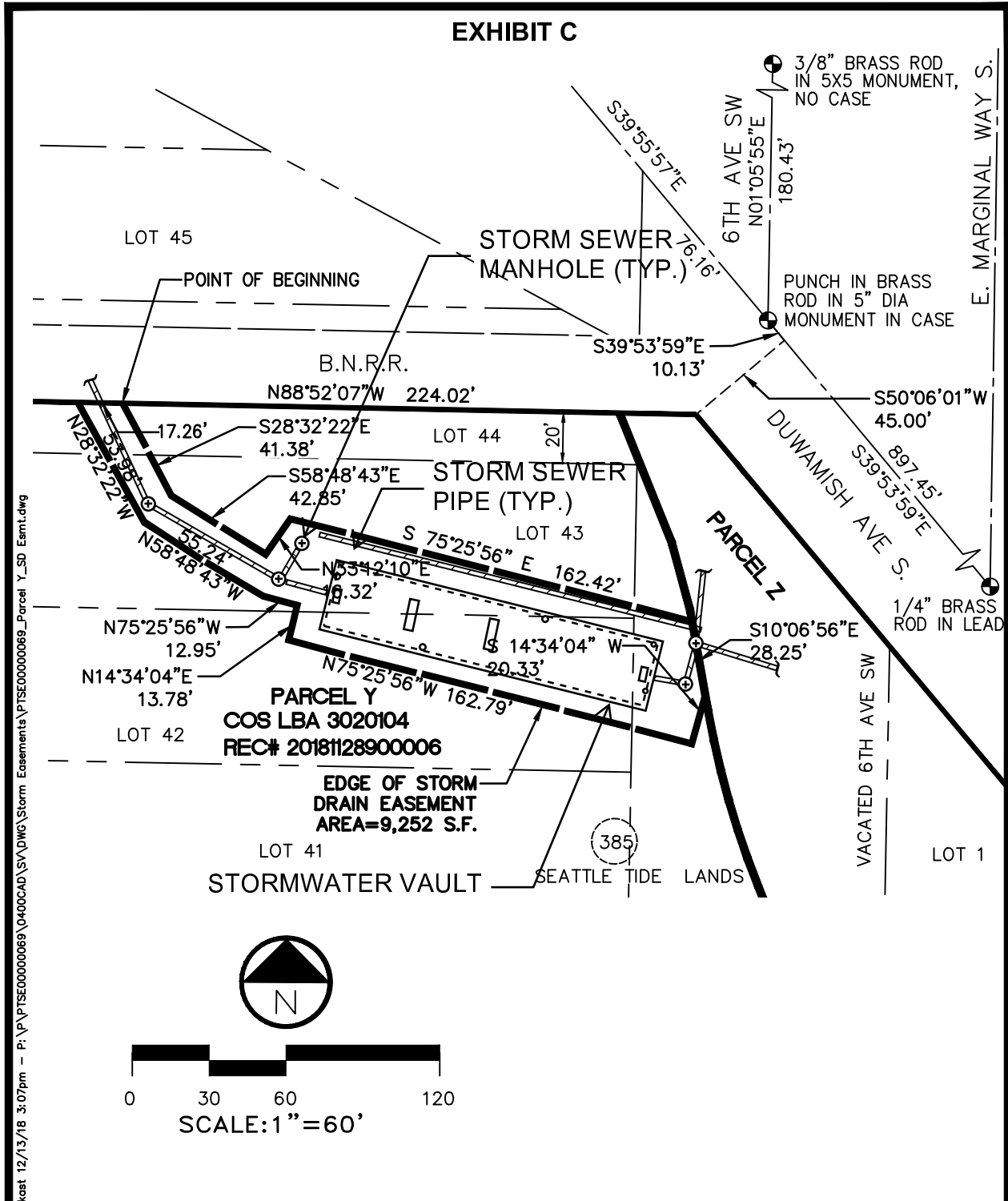
Friday, December 14, 2018

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**EXHIBIT B**  
**STORMWATER EASEMENT**  
 A PORTION OF THE S.W. 1/4 OF THE N.E. 1/4 OF SECTION 18, T.24N, R.4E, W.M., CITY OF SEATTLE, KING COUNTY, WASHINGTON

**DAVID EVANS AND ASSOCIATES INC.**  
 415 - 118th Avenue SE  
 Bellevue Washington 98005-3518  
 Phone: 425.519.6500



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**EXHIBIT C**  
**STORMWATER FACILITIES**  
**WITHIN STORMWATER EASEMENT**  
 3/6/2019

