

Document Title: Subterranean Easement
Reference Number of Related Document: N / A
Grantor: City of Seattle
Grantee: State of Washington, Department of Transportation
Legal Description: Ptn. Lots 1 & 2, Blk 3, Miller's Second Addition to
Seattle, Vol 10 of Plats, page 70
Additional Legal Description is on Pages 1 and 2 of Document
Assessor's Tax Parcel Number: 553510-0285-07

SUBTERRANEAN EASEMENT
For placement of Subsurface Retaining Wall Tie Backs
(Non- Exclusive)

State Route 520, Exhibit Map Parcel 1-23718

The CITY OF SEATTLE, Grantor, for and in consideration of TWELVE THOUSAND THREE HUNDRED DOLLARS, (\$12,300) conveys and grants unto the State of Washington, acting by and through its Department of Transportation, (Grantee), a subterranean easement, under, the hereinafter described lands, for the purpose of constructing, installing, operating and maintaining subterranean retaining wall tiebacks. Said lands being situated in King County, State of Washington, and described as follows:

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

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 2339+03.13 on the State Route 5 NE-RAMP line survey as shown on Exhibit Map SR 520 Parcel 1-23718 and 236.57 feet Northwesterly therefrom, said point being the southwest corner of said PARCEL A; thence northerly along the west line of said Parcel A to a point opposite HES 2339+09.98 on said line survey and 259.56 feet Northwesterly therefrom; thence Easterly to a point opposite HES 2339+19.60 on said line survey and 253.93 feet Northwesterly therefrom; thence Easterly to a point opposite HES 2339+27.97 on said line survey and 249.27 feet Northwesterly therefrom; thence Northeasterly to a point opposite HES 2340+37.57 on said line survey and 230.52 feet Northwesterly therefrom, said point also being on the East line of said Parcel A; thence Southerly along said East line, to a point opposite HES 2340+35.37 on said line survey and 220.19 feet Northwesterly therefrom, said point also being on the East line of said Parcel A; thence Southerly along said East line, to a point opposite HES 2340+30.66 on said line survey and 206.14 feet Northwesterly therefrom, said point also being the Southeast corner of said Parcel A; thence Southwesterly to a point opposite HES

2339+22.94 on said line survey and 225.26 feet Northwesterly therefrom, said point also being on the Southerly line of said Parcel A; thence Westerly to the point of beginning.

Parcel “A”:

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 described contain an area of 4,015 square feet, more or less, 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, and bearing date of approval October 30, 2015, and revised June 3, 2016.

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

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. No excavation shall be allowed within the subterranean easement area for the maintenance and safety of the tie without prior written approval of the State of Washington, Department of Transportation. Grantor shall submit, for said written approval, a work plan to the State of Washington, Department of Transportation for any subterranean excavation or construction. Such work plan shall be submitted to the State of Washington, Department of Transportation for written approval no fewer than thirty (30) days prior to the expected work date; which approval shall not be unreasonably withheld.

Neither Grantee nor its successors or assigns may install tie backs 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) days prior to the expected work date; which approval shall not be unreasonably withheld.

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 this _____ day of _____, 2017

**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: _____

Name: _____

Acquisition Program Manager

Date: _____

