



20190725000613

EASEMENT Rec: \$111.50
7/25/2019 10:35 AM
KING COUNTY, WA

Upon Recording,
Please Return To:

Seattle Department of Transportation
P.O. Box 34996
Seattle, WA 98124-4996
Attn: Amanda Tse/Mary Jung

EXCISE TAX NOT REQUIRED
King Co. Records Division
By [Signature], Deputy

NORTHGATE EASEMENT AGREEMENT

Reference #s of Documents Released or Assigned: none

Grantor: State of Washington, State Board for Community and Technical Colleges

Grantee: The City of Seattle, a Municipal Corporation of the State of Washington

Legal Description (abbreviated): ... Ptn of THOSE PORS OF E ½ SEC 31-26-04 OF W ½ SEC 32-26-04; LOTS 8 THRU 14 MERIDIAN AVE ACRES OF BLK 2 HAWKES ADD; OF BLK 2 ERICKSONS IMPROVED ADD OF BLKS 1 THRU 7 BURKE & FARRARS LICTON SPRINGS GARDENS; OF HOMELAND ADD AND OF PHILLIPS ADD LY W OF PRIMARY ST HWY #1 S OF N 103RD ST; EAST OF COLLEGE WAY N (BURKE AVE) & N OF N 92ND ST; TGW ALL VACATED STS LY WITHIN LY WLY OF PSH #1, King County, WA

Assessor's Tax Parcel ID#: Portion of 322604-9021

T2014-52A

RECITALS

A. The City of Seattle (City) wishes to develop a pedestrian bridge over Interstate 5 (I-5) with a linking trail to improve connections within the Northgate community. This project is herein referred to as the "Bridge and Trail Project."

B. The pedestrian bridge would connect a future light rail station on the east side of I-5 to the property of the State of Washington, State Board for Community and Technical Colleges (SBCTC), held on half of the North Seattle College (NSC) on the west side of I-5.

C. The pedestrian trail would extend from the bridge landing on the west side of I-5 across the SBCTC's property that is part of the NSC campus to College Way N. and N. 100th Street.

D. The SBCTC and the City have agreed to following terms, conditions, and covenants of this Northgate Easement Agreement (Easement) for an easement across the land of the SBCTC for this Bridge and Trail Project.

1. Grant of Easement and Description. State of Washington, State Board for Community and Technical Colleges, on Behalf of North Seattle College (Grantor), for and in consideration of mutual and offsetting benefits, other valuable consideration and the covenants and promises of the City hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, hereby convey(s) and warrant(s) to the City of Seattle, on behalf of the Seattle Department of Transportation (Grantee), a bike and pedestrian path and aerial bridge easement (Easement) over, under, through, across, and along the following described property hereinafter “Easement Area” in Seattle, King County, Washington:

EASEMENT AREA DESCRIBED IN EXHIBIT “A” ATTACHED, WHICH IS A PORTION OF THE LARGER PROPERTY DESCRIBED IN EXHIBIT “B”.

The term “Easement Area” used in the Easement includes, without limitation, all facilities, improvements, and fixtures of any nature that are present in or on the Easement Area at any time during the duration of the Easement.

2. Purpose of Easement and Grantee Rights.

- a.** Grantee shall have the right to use the Easement Area for the purpose of constructing, installing, reconstructing, repairing, maintaining, improving, replacing, and operating a bike and pedestrian path and aerial bridge, columns, foundations, drainage systems, retaining walls, slopes, lighting/illumination, bike/pedestrian signal systems, landscaping, irrigation systems, utility and franchise utilities subject to all applicable municipal, local, state, and federal codes, laws, and regulations and all necessary connections and appurtenances thereto including, but not limited to water, sanitary sewer and storm drainage systems, gas and electrical systems, vaults, meters, manholes, hydrants, and communication cables.
- b.** Grantee shall have the right to enter the Easement Area to remove impediments and alter said area as required for the above purpose, together with the right to inspect and to construct, maintain, repair and replace aerial structures within the Easement Area.
- c.** Grantee shall have the right to access the Easement Area across Grantor’s property to enable Grantee to exercise its rights under this Easement.
- d.** Grantee shall have the right to access adjacent SBCTC property in addition to that depicted in Exhibit “A”, as determined by the Grantee, for the purpose of removing and/or trimming trees and vegetation that are within ten (10) feet of the bike and pedestrian path and the aerial bridge which otherwise pose a risk or danger related to the use of the bike and pedestrian path and bridge.

- e. Grantee shall have the right to access adjacent SBCTC property in addition to that depicted in Exhibit "A", as determined by the Grantee, for the purpose of wetland mitigation activities, including any maintenance or monitoring required under permits for the Bridge and Trail Project.

3. **Grantee's Obligations to Coordinate Access and Repair Damage.** The Grantee shall minimize, to the extent reasonably practical, any interference with NSC operations from its use of the Easement Area and its access to the SBCTC property outside of the Easement Area. Prior to and during such access, Grantee shall coordinate with the NSC any access to minimize such interference. Grantee shall repair any damage(s) to Grantor's property resulting from such Grantee's access and compensate Grantor for any cost(s) Grantor reasonably incurs resulting from such damage(s) and the value of any residual damage(s) that Grantee is unable to reasonably cure.

4. **Grantee's Exclusive Obligation to Maintain and Repair the Easement Area.** Except insofar as Grantor through an affirmative act of negligence or willful misconduct causes damage to the Easement Area, Grantee shall have the exclusive obligation at its sole expense to maintain and repair the Easement Area so as to provide usable and safe conditions in compliance with all applicable codes, laws, and regulations during the term of this Easement and Grantor shall have no obligation to maintain or repair the Easement Area. Subject to this exception, for purposes of the Indemnification below, no negligence of Grantor may be predicated directly or indirectly on the Grantor's alleged acts or omissions with respect to maintenance or repair of the Easement Area, including without limitation the presence of leaves, roots, debris, fallen vegetative material, overhanging branches, and overgrown vegetation in the Easement Area.

5. **Grantor's Right to Use of Easement Area.** Grantor shall retain the right to use said Easement Area so long as said use does not unreasonably interfere with the Easement rights being conveyed herein. In no event may Grantor construct permanent structures or store flammable, explosive, or hazardous materials within the Easement Area. No obstructions of any kind shall be allowed within five (5) feet of Grantee's aerial bridge or appurtenances thereto. The Grantor shall make no use of the Easement Area above the aerial bridge structure, or within five (5) feet from the bottom of the aerial bridge structure.

6. **Term and Non-use Resulting in Termination.** This Easement shall be effective upon the date of its mutual execution by the parties. Thereafter, this Easement shall remain in effect for so long as it is used for the purposes described herein. Among other conditions of non-use that may result in termination, non-use that results in termination shall be deemed to have conclusively occurred if authorized use ceases for a period greater than twenty-four (24) months without a fixed and determined plan approved by the Seattle City Council to resume authorized use within thirty-six (36) months. Provided, the Grantor will not unreasonably withhold consent to an extension if timely requested prior to the deadline and reasonably required due to a disaster or force majeure event for which the City is not responsible. Upon termination, the Grantee must restore the Easement Area to the

condition insofar as practicable that existed prior to effective date of this Easement; provided, the Grantor may waive such restoration requirement as to the entire Easement Area or any part thereof or facility thereon. Grantee intends to commence construction in 2019; however, delay in commencement of construction shall not be deemed to be non-use resulting in termination.

7. **Indemnification.** To the fullest extent permitted by law, including RCW 35.32A.090, Grantee shall indemnify and defend with counsel appointed as a special assistant attorney general and save Grantor harmless from and against any and all liability, loss, damage, expense, actions and claims, resulting or arising in part or whole, directly or indirectly from any use or condition of the Easement Area or from any act or omission relating to the Easement Area of the Grantee, its employees, or agents for whom it is vicariously liable. Grantee shall pay Grantor's attorney's fees and/or legal costs and expenses only if Grantor incurs attorney's fees and/or legal costs and expenses as a result of Grantee's breach of its obligation to defend under this Easement Agreement. Provided, nothing herein shall require the Grantee to defend or indemnify the Grantor against and hold harmless the Grantor from claims, demands or suits based solely upon the negligence of the Grantor, its employees and/or agents for whom the Grantor is vicariously liable. Provided further, if such claims or suits are caused by or result from the concurrent negligence of (a) the Grantee, its employees and/or agents for whom it is vicariously liable and (b) the Grantor, its employees and/or agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the negligence of the Grantee, its employees, and/or agents for whom it is vicariously liable.

8. **Cost-Sharing for Increased Parking Costs to NSC.** To minimize reasonably anticipated or experienced impacts to the NSC lot adjacent to the Easement Area, the NSC shall have the option to purchase and install new parking infrastructure or parking control equipment for use in this parking lot. The Grantee shall reimburse the Grantor for 50 percent of the total reasonable costs and expenses of such purchase and installation (if any) or \$300,000, whichever is less, provided the Grantor invoices Grantee for its share of such purchase and installation costs no later than three years after the opening of the bike and pedestrian path and aerial bridge. Grantee shall pay such reimbursement within ninety (90) days following the NSC's submission of an invoice identifying such costs and expenses. The parties agree to binding arbitration of any dispute under this section as provided for below.

9. **Mediation of Disputes.** Except as otherwise provided in this Easement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in a mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. The parties agree that mediation shall precede any action in arbitration, or any other judicial or quasi-judicial tribunal, except as provided in this easement. Nothing in this easement shall be construed to limit

the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a dispute resolution board, or arbitration.

10. Arbitration of Disputes. In the event that a dispute should arise under this Easement, the dispute shall be submitted to arbitration in the following manner:


- a. The party seeking arbitration shall submit to the other party a statement of the issue(s) to be arbitrated and shall designate such party's nominated arbitrator.
- b. The responding party shall respond with any additional or counter statement of the issue(s) to be arbitrated and shall designate the such party's nominated arbitrator within fourteen (14) days of receipt of the initial notice.
- c. The two arbitrators thus nominated shall proceed promptly to select a third arbitrator.
- d. The arbitrators shall, as promptly as the circumstances allow and within a time established by a majority vote of the arbitrators, conduct a hearing on the issues submitted to them, and shall render their decision in writing.
- e. Any decision as to procedure or substance made by a majority of the arbitration panel shall be binding.
- f. A decision by a majority of the arbitrators on any issue submitted shall be the decision of the arbitration panel as to that issue.
- g. The arbitrators have authority to award costs to either party in accordance with the merits and good faith of the positions asserted by the parties.
- h. In lieu of appointing three arbitrators in the manner set forth above, the parties may, by agreement, designate a single arbitrator.
- i. Except as provided herein, the arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association and the statutes of the State of Washington pertaining to binding arbitration.

11. Grantee Responsible for ADA Compliance and Liability. Grantee shall have exclusive responsibility to construct and maintain all improvements, facilities, and other aspects of the Easement Area in compliance with the Americans with Disabilities Act including any amendments, Section 504 of the Rehabilitation Act including any amendments, and any similar state law requirements, except insofar as Grantor through an affirmative act of negligence or willful misconduct causes damage to the Easement Area that causes a violation of any of the above legal requirements. Grantee shall not be responsible for construction, maintenance, or compliance with the ADA or Section 504 of

the Rehabilitation Act for any improvements or facilities outside of the Easement Area or for any improvements or facilities that Grantor constructs within the Easement Area.

12. Running Covenant and Binding Effect. This easement shall be a covenant running with the land and shall forever bind Grantor and its successors and assigns and the Grantee and its successors and assigns.

STATE OF WASHINGTON, State Board for Community and Technical Colleges, on behalf of North Seattle College

By: 
Name: Jan Yoshiwara
Its: Executive Director

Signed this 28 day of February, 2019

**EXHIBIT A
PEDESTRIAN BRIDGE AND WALKWAY EASEMENT**

LEGAL DESCRIPTION:

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32, AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND MONUMENT AT THE CENTERLINE OF N 100TH STREET AND COLLEGE WAY;
THENCE NORTH 85°34'28" EAST 81.43 FEET TO THE EASTERLY MARGIN OF COLLEGE WAY AND THE TRUE POINT OF BEGINNING;
THENCE FOLLOWING SAID MARGIN NORTHERLY ALONG A CURVE TO THE RIGHT THE CENTER OF WHICH BEARS SOUTH 88°03'44" EAST 390.79 FEET, THROUGH A CENTRAL ANGLE OF 4°12'06" FOR AN ARC LENGTH OF 28.66 FEET;
THENCE SOUTH 88°40'50" EAST 59.90 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 813.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 4°51'28" FOR AN ARC LENGTH OF 68.93 FEET;
THENCE SOUTH 83°49'22" EAST 83.01 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 787.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 4°26'47" FOR AN ARC LENGTH OF 61.07 FEET;
THENCE SOUTH 88°16'09" EAST 92.08 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 183.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 41°02'57" FOR AN ARC LENGTH OF 131.11 FEET;
THENCE SOUTH 47°13'12" EAST 8.90 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 157.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 41°02'57" FOR AN ARC LENGTH OF 112.48 FEET;
THENCE SOUTH 88°16'09" EAST 79.29 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1,187.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 5°25'36" FOR AN ARC LENGTH OF 112.42 FEET;
THENCE NORTH 86°16'37" EAST 237.21 FEET TO THE WESTERLY MARGIN OF SR 5 SEATTLE FREEWAY AT A POINT 190.00 FEET LEFT OF CENTERLINE STATION 26+32.28;
THENCE SOUTHERLY ALONG SAID MARGIN ALONG A CURVE TO THE LEFT THE RADIUS OF WHICH BEARS SOUTH 89°03'58" EAST 4,009.72 FEET THROUGH A CENTRAL ANGLE OF 00°22'21" FOR AN ARC LENGTH OF 26.08 FEET TO A POINT 190.00 FEET LEFT OF CENTERLINE STATION 26+07.44;
THENCE SOUTH 86°06'36" WEST 33.12 FEET;

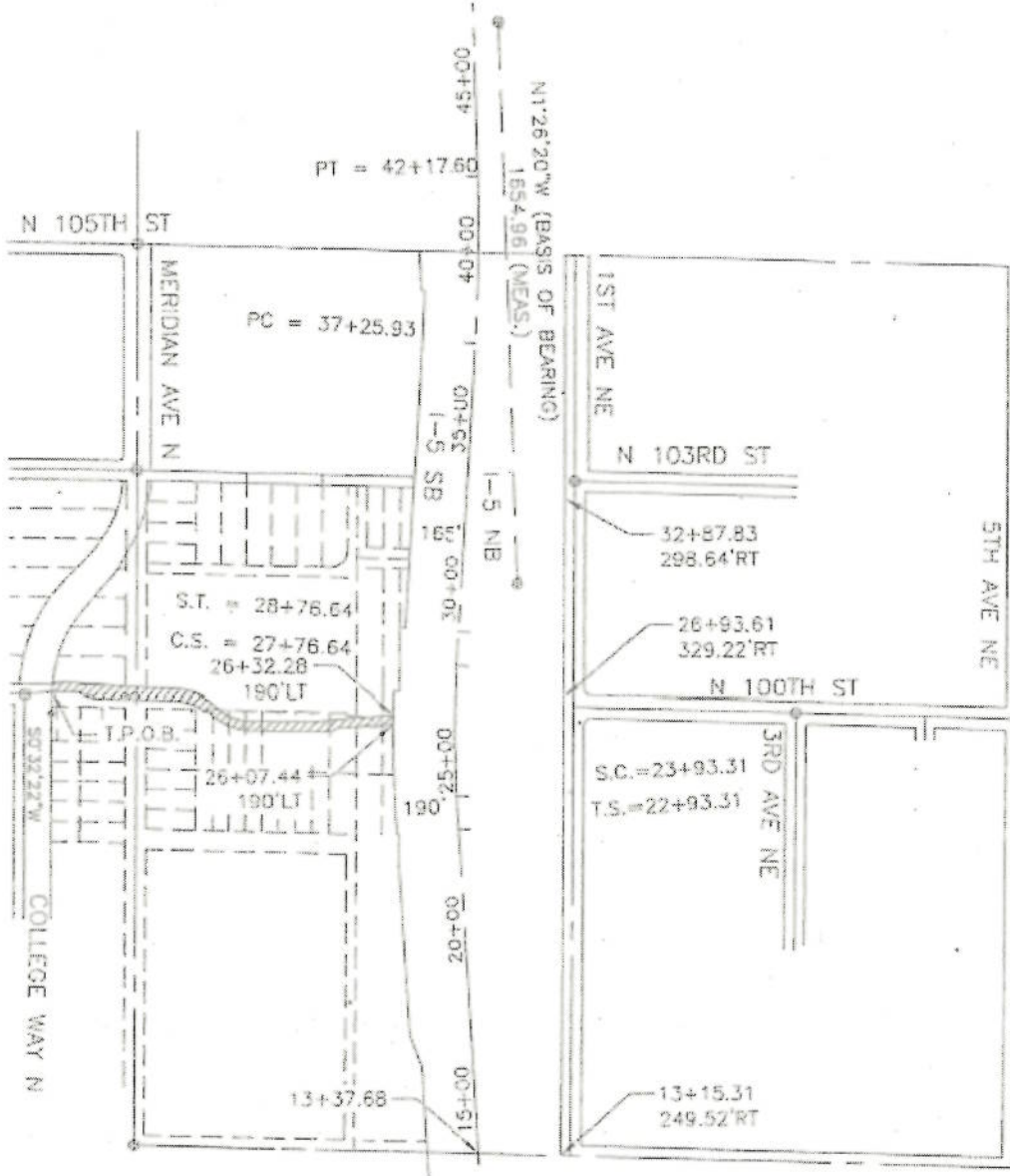
THENCE SOUTH 72°22'17" WEST 12.95 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 27°51'56" FOR AN ARC LENGTH OF 14.59 FEET;
THENCE NORTH 79°45'47" WEST 12.95 FEET;
THENCE SOUTH 86°18'15" WEST 103.06 FEET;
THENCE SOUTH 54°09'07" WEST 10.10 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 36°32'35" FOR AN ARC LENGTH OF 6.38 FEET;
THENCE NORTH 89°18'17" WEST 120.08 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 1,213.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 1°53'07" FOR AN ARC LENGTH OF 39.91 FEET;
THENCE NORTH 88°16'09" WEST 79.29 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 183.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 41°02'57" FOR AN ARC LENGTH OF 131.11 FEET;
THENCE NORTH 47°13'12" WEST 8.90 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 157.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 2°50'27" FOR AN ARC LENGTH OF 7.78 FEET;
THENCE SOUTH 46°13'55" WEST 7.79 FEET PERPENDICULAR TO A CURVE TO THE LEFT HAVING A RADIUS OF 84.00 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°32'21" FOR AN ARC LENGTH OF 35.98 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 193.75 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 20°04'39" FOR AN ARC LENGTH OF 67.89 FEET;
THENCE NORTH 88°24'50" WEST 228.28 FEET;
THENCE NORTH 74°33'57" WEST 48.86 FEET;
THENCE NORTH 2°39'23" EAST 6.15 FEET;
THENCE NORTH 88°35'48" WEST 85.03 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 31,899 SQUARE FEET, MORE OR LESS.

SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.



PEDESTRIAN BRIDGE AND WALKWAY EASEMENT



Seattle
Department of
Transportation

NW 1/4 SECTION 32,
TWP 26 N, RGE 4 E, W.M.

SCALE: 1" = 50' FILE: \18422-SPU EXH.DWG DATE: 1/8/19 WRH PROJ. NO.: 18422.12

EXHIBIT B

LEGAL DESCRIPTION OF THE NORTH SEATTLE COLLEGE PROPERTY –
KING COUNTY PARCEL NO. 322604-9021

THOSE PORTIONS OF THE EAST ½ OF SECTION 31, TOWNSHIP 26 NORTH, RANGE 4 EAST AND OF THE WEST ½ OF SECTION 32, TOWNSHIP 26 NORTH, RANGE 4 EAST, CONSISTING OF LOTS 8 THROUGH 14 MERIDIAN AVENUE ACRES OF BLOCK 2 HAWKES ADDITION; OF BLOCK 2 OF ERICKSONS IMPROVED ADDITION; OF BLOCK 1 THROUGH 7 BURKE AND FARRARS LICTON SPRINGS GARDENS; OF HOMELAND ADDITION; AND OF PHILLIPS ADDITION LYING WEST OF PRIMARY STATE HIGHWAY (PSH) #1, SOUTH OF NORTH 103RD STREET; EAST OF COLLEGE WAY NORTH (BURKE AVENUE) AND NORTH OF 92ND STREET; TOGETHER WITH ALL VACATED STREETS LYING WITHIN AND WESTERLY OF PSH #1.