

Attachment 1
Form of Quit Claim Deed

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

Document Title: Quitclaim Deed

Reference Number of Related Document:

Grantor(s): City of Seattle

Grantee(s): State of Washington, Department of Transportation

Legal Description: GL 1 & NW¼ Section 21, Township 25 North, Range 4 East, W.M.

Additional Legal Description is on Page __ of Document.

Assessor's Tax Parcel Number:

QUITCLAIM DEED

State Route 520, Roanoke Connection 10th Avenue North to Montlake Interchange.

The Grantor, **The City of Seattle, a Washington municipal corporation (the "City or "Grantor")**, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, convey(s) and quitclaim(s) to the **State of Washington, acting by and through its Department of Transportation (WSDOT or Grantee)**, the following described real property, and any after acquired interest therein, situated in King County, in the State of Washington:

For legal description and additional conditions
See **Exhibit A** attached hereto and made a part hereof.

RESERVING to the Grantor and its successors and assigns a 10 foot wide perpetual, non-exclusive easement, as more specifically described in **Exhibit B** attached hereto and made part hereof (the "**Electric Easement Area**"), for all purposes necessary, convenient or incidental to the operation and maintenance of Grantor's electric distribution system, including the addition, removal or replacement of same at Grantor's election, either in whole or in part with either like or different sized facilities. The Grantor shall submit plans for any

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proposed improvements to the Grantee to determine whether there are any conflicts with Grantee's planned project improvements as part of the I-5 to Medina project or any other work by Grantee within Grantee's highway facility and to coordinate construction impacts. If conflicts are discovered the Grantor and Grantee shall work in good faith to eliminate any potential construction conflicts. Grantee approval of proposed utility improvements will not be unreasonably withheld, conditioned or delayed.

RESERVING to the Grantor and its successors and assigns a 15 foot wide perpetual, non-exclusive easement, as more specifically described in **Exhibit C, Tract 1** attached hereto and made part hereof (the "**Water Easement Area**"), for all purposes necessary, convenient or incidental to the operation and maintenance of Grantor's water distribution system, including the addition, removal or replacement of same at Grantor's election, either in whole or in part with either like or different sized facilities. The Grantor shall submit plans for any proposed improvements to the Grantee to determine whether there are any conflicts with Grantee's planned project improvements as part of the I-5 to Medina project or any other work by Grantee within Grantee's highway facility and to coordinate construction impacts. If conflicts are discovered the Grantor and Grantee shall work in good faith to eliminate any potential construction conflicts. Grantee approval of proposed utility improvements will not be unreasonably withheld, conditioned or delayed.

RESERVING to the Grantor and its successors and assigns a 20 foot wide perpetual, non-exclusive easement, as more specifically described in **Exhibit C, Tract 2** attached hereto and made part hereof (the "**Replacement Water Easement Area**"), for all purposes necessary, convenient or incidental to the operation and maintenance of Grantor's water distribution system, including the addition, removal or replacement of same at Grantor's election, either in whole or in part with either like or different sized facilities. The Grantor shall submit plans for any proposed improvements to the Grantee to determine whether there are any conflicts with Grantee's planned project improvements as part of the I-5 to Medina project or any other work by Grantee within Grantee's highway facility and to coordinate construction impacts. If conflicts are discovered the Grantor and Grantee shall work in good faith to eliminate any potential construction conflicts. Grantee's approval of proposed utility improvements will not be unreasonably withheld, conditioned or delayed.

Upon completion of the relocation of the water distribution line, the Grantor shall relinquish, by Quitclaim Deed, the Water Easement Area. It is acknowledged by the Grantor and Grantee that the Replacement Water Easement Area's legal description may need to be amended after completion of the relocation and a document recorded with King County to reflect the actual location of the relocated water distribution system.

RESERVING to the Grantor and its successors and assigns a 15 foot wide perpetual non-exclusive easement, as more specifically described in **Exhibit C, Tract 3** attached hereto and made part hereof (the "**Wastewater Easement Area**"), for all purposes necessary, convenient

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or incidental to the operation and maintenance of Grantor's storm and wastewater collection system, including the addition, removal or replacement of same at Grantor's election, either in whole or in part with either like or different sized facilities. The Grantor shall submit plans for any proposed improvements to the Grantee to determine whether there are any conflicts with Grantee's planned project improvements as part of the I-5 to Medina project or any other work by Grantee within Grantee's highway facility and to coordinate construction impacts. If conflicts are discovered the Grantor and Grantee shall work in good faith to eliminate any potential construction conflicts. Grantee approval of proposed utility improvements will not be unreasonably withheld, conditioned or delayed.

The Grantor shall maintain at its sole expense the Grantor's facilities in the Electric Easement Area, the Water Easement Area, Replacement Water Easement Area and the Wastewater Easement Area (collectively the "Areas"). Subject to the conditions stated herein, Grantor shall have the right of reasonable access to Grantor's electric, water and wastewater facilities located within the Areas.

No excavation shall be made or obstacle placed within the limits of the Grantee's highway facility in such a manner as to interfere with the travel over said road unless authorized by the Grantee. Grantee shall not unreasonably withhold, condition or delay such authorization.

Any maintenance, repair, alteration, or reconstruction of the Grantor's facilities in said Areas by the Grantor shall be done in coordination with Grantee's operation, and in such a manner as will cause the least practical interference with Grantee's operation and maintenance of the highway facility. Prior to any work starting the Grantor shall submit a work plan showing traffic control devices, hours of work and the expected duration of the work to the Grantee for approval at least 30 days prior to the commencement of said work, which approval shall not be unreasonably withheld, conditioned or delayed. The work plan shall also include a restoration plan for work done on the Grantee's property, if applicable. The work plan shall be submitted to the WSDOT Regional Utility Office and the Regional Maintenance Office. In the case of emergency repairs the Grantor shall notify the Regional Maintenance Office. Upon completion of any work, all rubbish and debris shall be immediately removed and the highway facility shall be in as good a condition as immediately before the work by the Grantor to the reasonable satisfaction of the Grantee.

Except as outlined herein or as otherwise available to the public, the Grantor, its successors or assigns, shall have no right of ingress, egress to, from and between Grantee's limited access facility, articulated as SR 520, Roanoke Connection 10th Avenue North to Montlake Interchange, SR 520, SR 5 Vicinity to Evergreen Point Bridge and the lands herein described, nor shall the Grantor herein, its, successors, or assigns, be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance or operation of said highway. ~~EXCEPT that the Grantor, its successors or assigns shall have the right of reasonable access to Grantor's electric, water, stormwater, and wastewater facilities located within the Areas for the operation, repair and maintenance of said systems. Where possible~~

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~~and practical said approach to be gated and locked when not in use.~~

Dated: _____, _____

City of Seattle

Name

Name

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____

James M. Salter
Acquisition Program Manager

Date: _____

Acknowledgment

Exhibit A to Attachment 1
Legal Description of Property to be Quit Claimed to WSDOT

All that portion of Government Lot 1 and the Northwest quarter of Section 21, Township 25 North, Range 4 East, W.M., in King County, Washington as condemned in King County Superior Court Cause No. 566846 and as conveyed by King County Recording Numbers 5369088, 3962533 and 5395734;

TOGETHER WITH North Street, 22nd Ave, East Montlake Pl E, West Montlake Pl E, E Roanoke St, South Street, Roanoke St. and Montlake Blvd E

TOGETHER WITH all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between SR 520, Roanoke Connection 10th Avenue North to Montlake Interchange and the remainders of said Parcels identified on Sheet 5 of said plan as SE-7-2, SE7-3, SE-7-4, SE-7-5, SE-7-6, SE-7-7, SE-7-8, SE-7-9, SE-7-10, SE-7-11, SE-7-12, and SE-7-14 all as condemned in King County Superior Court Cause No. 566846 and as conveyed by King County Recording Numbers 5369088, 3962533 and 5395734. EXCEPT that unlimited access will be allowed to Lake Washington Blvd.

All of the above lying between the following two lines:

Line 1:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred as to HES) MONT-W 33+00 on the Montlake-W line survey of SR 520, Roanoke Connection 10th Avenue North to Montlake Interchange and 40 feet Northwesterly therefrom; thence Northeasterly, parallel with said line survey, to a point opposite HES MONT-W 33+88.50 thereon; thence Northerly to a point opposite said HES and 48 feet Northwesterly therefrom; thence North 70°28'24" East a distance of 366.175 feet Northwesterly therefrom; thence Northeasterly, along a curve to the left, having a radius of 120 feet a distance of 132.80 feet, to the intersection with the West line of Montlake Blvd. as it existed on January 27, 1961; thence North 01°25'23" East, along said West line, a distance of 184.00 feet; thence South 88°34'37" East a distance of 150.00 feet; thence South 22°52'57" East a distance of 34.01 feet, to a point on the South line of Lot 1, Block 4, Montlake Park Addition, as recorded in Volume 18 of plats, page 20, records of King County, Washington; thence South 88°34'37" East a distance of 12 feet; thence South 27°21'37" East a distance of 30 feet; thence Southeasterly, along a curve to the left, having a radius of 220 feet a distance of 199.22 feet; thence South 79°14'37" East a distance of 255.24 feet; thence Southeasterly, along a curve to the left, having a radius of 400 feet a distance of 49.68 feet; thence South 86°21'37" East a distance of 34.18 feet; thence North 01°25'23" West a distance of 76.50 feet; thence North 17°48'44" East a distance of 88.60 feet; thence South 88°34'37" East a distance of 15 feet; thence South 01°25'23" West a distance of 120 feet; thence South 88°34'37" East a distance of 131.88 feet to a point opposite HES BL 46+50 on the SR 520 line survey of said highway and 137.13 feet Northerly therefrom and the terminus of said Line 1.

Line 2:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) E.-Montlake 33+10 on the E. Montlake line survey of SR 520, Roanoke Connection 10th Avenue North to Montlake Interchange and 25 feet Southwesterly therefrom; thence Southeasterly, parallel with said line survey to a point on the West line of that certain property conveyed to the State of Washington by deed recorded May 25, 1961, under King County Recording Number 5287803; thence Southerly along said Westerly line to the southwesterly corner of said property; thence Southeasterly, along the southerly boundary of said property to the southeasterly corner of said property; thence South 88°33'49" East a distance of 14.63 feet; thence Northeasterly along a curve to the right, having a radius of 125 feet a distance of 90.00 feet; thence South 88°33'49" East a distance of 22.63 feet; thence North 39°33'26" East a distance of 387.96 feet; thence North 78°25'43" East a distance of 11.06 feet; thence North 81°47'45" East a distance of 72.36 feet; thence Northeasterly along a curve to the right, having a radius of 2974 feet a distance of 110.81 feet and point of compound curvature; thence Northeasterly, along a curve to the right, having a radius of 1774.58 feet a distance of 232.40 feet to a point opposite HES BL 44+79.74 P.T. on the SR 520 line survey of said highway and 73.50 feet Southerly therefrom; thence South 88°33'57" East a distance of 171.17 feet to a point opposite HES BL 46+50 on said SR 520 line survey and 73.63 feet Southerly therefrom and the terminus of said Line 2

The specific details concerning all of which are to be found on sheet 5 of that certain plan entitled SR 520, Roanoke Connection 10th Avenue North to Montlake Interchange bearing date of approval June 2, 1965, revised June 14, 1982 and on sheets 5 and 6 of that certain plan entitled SR 520, SR 5 Vicinity to Evergreen Point Bridge bearing date of approval June 17, 2005, as revised; all of record and on file in the office of the Secretary of Transportation at Olympia.

Exhibit B to Attachment 1
Legal Description of Power Line Utility Easement to be assigned to SCL

For the Electric Facilities

That portion of the property described on hereinbefore attached Exhibit A described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 145+44± on the line survey of SR 520, SR 5 Vicinity to Evergreen Point Bridge and 73.5 feet Southwesterly therefrom; thence Easterly, parallel with said line survey, to a point opposite HES 145+54± thereon; thence Northeasterly to a point opposite HES 145+54± on said line survey and 90.6 feet Northeasterly therefrom; thence Northeasterly to a point opposite HES 145+51± on said line survey and 257.3 feet Northeasterly therefrom; thence Northwesterly, parallel with said line survey to a point opposite HES 145+41± thereon; thence Southwesterly to point opposite HES 145+44± on said line survey and 90.4 feet Northeasterly therefrom; thence Southwesterly to the point of beginning.

The specific details concerning all of which are to be found on sheet 5 of that certain plan entitled SR 520, Roanoke Connection 10th Avenue North to Montlake Interchange bearing date of approval June 2, 1965, revised June 14, 1982 and on sheets 5 and 6 of that certain plan entitled SR 520, SR 5 Vicinity to Evergreen Point Bridge bearing date of approval June 17, 2005, as revised; all of record and on file in the office of the Secretary of Transportation at Olympia.

Exhibit C to Attachment 1

Legal Description of Water and Sewer Utility Easement to be assigned to SPU

For the Water and Wastewater Facilities

Tract 1:

That portion of the property described on hereinbefore attached Exhibit A described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 141+09± on the SR 520 line survey of SR 520, SR 5 Vicinity to Evergreen Point Bridge and 97.6 feet Southwesterly therefrom; thence Easterly to a point opposite HES 141+25± on said line survey and 97.2 feet Southwesterly therefrom; thence Northwesterly to a point opposite HES 141+40± on said line survey and 143.3 feet Northeasterly therefrom; thence Northwesterly to a point opposite HES 141+20± on said line survey and 163.4 feet Northeasterly therefrom; thence Northerly to a point opposite HES 141+34± on said line survey and 273.9 feet Northeasterly therefrom; thence Westerly to a point opposite HES 141+21± on said line survey and 275.9 feet Northeasterly therefrom; thence Southerly to a point opposite HES 141+06± on said line survey and 158.0 feet Northeasterly therefrom; thence Southeasterly to a point opposite HES 141+25± on said line survey and 137.3 feet Northeasterly therefrom; thence Southeasterly to the point of beginning.

Tract 2:

That portion of the property described on hereinbefore attached Exhibit A described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 141+24.56± on the SR 520 line survey of SR 520, SR 5 Vicinity to Evergreen Point Bridge and 97.21 feet Southwesterly therefrom; thence Easterly to a point opposite HES 141+45.94± on said line survey and 96.50 feet Southwesterly therefrom; thence Northwesterly to a point opposite HES 141+59.75± on said line survey and 182.03 feet Northwesterly therefrom; thence Southwesterly to a point opposite HES 141+22.80± on said line survey and 184.42 feet Northwesterly therefrom; thence Southwesterly to a point opposite HES 141+20.16± on said line survey and 164.58 feet Northwesterly therefrom; thence Easterly to a point opposite HES 141+40.77± on said line survey and 163.11 feet Northwesterly therefrom; thence Southeasterly to the point of beginning.

Tract 3:

That portion of the property described on hereinbefore attached Exhibit A described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES)

137+01± on the line survey of SR 520, SR 5 Vicinity to Evergreen Point Bridge and 318.7 feet Southwesterly therefrom; thence Northeasterly to a point opposite HES 138+27± on said line survey and 235.4 feet Southwesterly therefrom; thence Northerly to a point opposite HES 138+60± on said line survey and 143.2 feet Southwesterly therefrom; thence Westerly to a point opposite HES 138+44± on said line survey and 138.6 feet Southwesterly therefrom; thence Southerly to a point opposite HES 138+14± on said line survey and 225.8 feet Southwesterly therefrom; thence Southwesterly to a point opposite HES 136+77± on said line survey and 316.6 feet Southwesterly therefrom; thence Northeasterly to the point of beginning.

The specific details concerning all of which are to be found on sheet 5 of that certain plan entitled SR 520, Roanoke Connection 10th Avenue North to Montlake Interchange bearing date of approval June 2, 1965, revised June 14, 1982 and on sheets 5 and 6 of that certain plan entitled SR 520, SR 5 Vicinity to Evergreen Point Bridge bearing date of approval June 17, 2005, as revised; all of record and on file in the office of the Secretary of Transportation at Olympia.

Grantor's Initials
