

Return Address:

City of Seattle
Seattle Dept. of Transportation
Attn: Street Use
700 5th Ave., Suite #3900
P. O. Box 34996
Seattle, WA 98124-4996



20120827000206
HANSEN, ERIK M COV 66.00
PAGE-001 OF 005
08/27/2012 10:03
KING COUNTY, WA

Document Title(s) (or transactions contained therein):	
1. PUBLIC PLACE COVENANT AGREEMENT	
2.	
3.	
4.	
5.	
Reference Number(s) of Documents assigned or released: (on page _____ of document(s))	
Grantor(s) (Last name first then first name and initials)	
1. Immunex Corporation	
2.	
3.	
4.	
5.	
Γ Additional names on page _____ of document	
Grantee(s) (Last Name first, then first name and initials)	
1. City of Seattle	
2.	
3.	
4.	
5.	
Additional names on page _____ of document	
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)	
SEATTLE TIDE LDS PCL A SEATTLE BLA #3010369 REC #20110503900006 SD BLA BEING POR BLKS 139,140,145 THRU 149, 152 THRU 154 SD ADD & VAC RDS ADJ	
Additional legal is on page ____ of document	
Assessor's Property Tax Parcel/Account Number	
7666201725	
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

12 OCT -9 AM 8:05
CITY CLERK

FILED

COVENANT AGREEMENT

THIS COVENANT AGREEMENT ("Agreement") is made and granted by Immunex Corporation, a Washington Corporation, ("Grantor") in favor of the City of Seattle ("City").

RECITALS

- A. Grantor is the owner of the real property legally described in Exhibit A hereto (the "Property").
- B. By adoption of Ordinance No. 123909 (the "Ordinance"), passed by the Seattle City Council on June 18, 2012, the City granted permission to Grantor, and its successors and assigns as approved by the Director of the Seattle Department of Transportation ("Director"), to maintain and operate a pedestrian skybridge over and across Alaskan Way West at West Prospect Street, adjacent in whole or in part to the Property.
- C. Pursuant to the Ordinance, all of the obligations and conditions imposed by the Ordinance on Grantor are also imposed on Grantor's successors and/or assigns regardless of whether the Director has approved assignment or transfer to them of the permission granted by the Ordinance.
- D. The Ordinance provides that the obligations and conditions imposed by the Ordinance on Grantor are covenants that run with the land and bind subsequent owners of the Property regardless of whether the Director has approved assignment or transfer to them of the permission granted by the Ordinance, and the Ordinance requires Grantor to execute and record a covenant agreement containing the obligations and conditions set forth in the Ordinance.

COVENANTS

NOW, THEREFORE, in consideration of the foregoing, Grantor hereby agrees and covenants for itself and its successors and assigns, as follows:

- 1. Grantor agrees to comply with all of the obligations and conditions that the Ordinance imposes upon the "Permittee" under the Ordinance.
- 2. The covenant set forth in the previous paragraph runs with the Property and binds Grantor's heirs, successors and assigns, regardless of whether the Director of the Seattle Department of Transportation has approved assignment or transfer to them of the permission granted by the Ordinance.
- 3. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, Grantor has executed this Agreement on the day and year indicated below.

GRANTOR:

Immunex Corporation

By: 

Emilio Rivera

Its: Vice President - Engineering

Exhibits:

A: Legal Description of Property

State of Washington)

) s.s.

County of King)

on separate form

This is to certify that on this _____ day of _____ 2012, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the _____ (title) of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said 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, the day and year first above written.

Notary Public in and for the State of Washington

Exhibit A: Legal Description of Property

Parcel A of Lot Boundary Adjustment No. 3010369, situate in the City of Seattle, King County, Washington per plat recorded in Volume 80 of Plats, Pages 39-41, in the office of the County Recorder of said County.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Ventura }

On 8/20/12 before me, Melinda L. Block
Date Here Insert Name and Title of the Officer

personally appeared Emilio Rivera
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Melinda L. Block
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

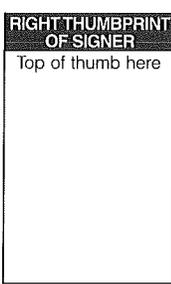
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____