

AFTER RECORDING RETURN TO:

ATTN: REAL ESTATE SERVICES  
DEPARTMENT OF TRANSPORTATION  
P.O. BOX 4 7338  
OLYMPIA, WA 98504-7338

Document Title: Easement Deed  
Reference Number of Related Document: N/A  
Grantor(s): State of Washington, Department of Transportation  
Grantee(s): City of Seattle, Seattle Public Utilities  
Legal Description: Ptn. of Blocks 328, 329, 331, 367, 368, and 369, Seattle Tidelands  
Additional Legal Description is on Page 7-12 of document  
Assessor's Tax Parcel Number: 766620-7695, 766780-0005, 766620-6970, 766620-6950, and 766620-7006

## EASEMENT DEED

SR 99, S. Atlantic St. Vic. to S. Dearborn St.

This NON-EXCLUSIVE PERMANENT EASEMENT is made this 7<sup>th</sup> day of March, 2011, between, the State of Washington, Department of Transportation, hereinafter referred to as the Grantor and the City of Seattle, a municipal corporation, hereinafter referred to as the Grantee, pursuant to Agreement No. UT 01393 between the parties;  
WITNESSTH:

That the Grantor, for and in consideration of the terms set forth in Agreement No. UT 01393, dated October 22, 2009, between Grantor and Grantee herein, hereby conveys and grants to the Grantee, its successors and assigns, a non-exclusive permanent easement over, under, upon and across the hereinafter described lands and premises.

Grantor grants a blanket easement over the following lands to Grantee until Grantor's South Holgate Street to South King Street Viaduct Replacement Project, Stage 2 ("Project"), has been completed and Grantee has received and approved complete, accurate and comprehensive Record Drawings from Grantor. Within Ninety (90) days of Grantee's acceptance of the Record Drawings, Grantor shall grant to Grantee a new permanent easement over the specific lands and premises encumbered by the utility facilities as detailed in the approved Record Drawings, which new permanent easement shall replace and supersede this Easement. The replacement easement

shall convey the same rights, privileges and uses as granted herein.

Said lands being situated in King County, State of Washington, and described as follows:

See Exhibit A attached hereto and made a part hereof ("Easement Area")

This Easement Deed includes the following rights, privileges, authorities and obligations:

**A. Purpose and Uses**

1. As used in this Section A, "Grantor" shall include Grantor's employees, contractors, tenants, lessees, agents, invitees, consultants, successors and assigns. As used in this Section A, "Grantee" shall include Grantee's employees, contractors, agents, invitees, consultants, successors and assigns.
2. Grantee shall have the right to use the Easement Area to install, construct, alter, repair, operate, improve and maintain water, sewer or drainage infrastructure including appurtenances (collectively hereinafter "Utility Facilities") and the right at any time to remove all or any part of said Utility Facilities from said lands.
3. Grantee's Access. Grantee shall have twenty-four hour access to the Easement Area across, over or from Grantor's property for the purposes and uses stated above. Grantee's rights of ingress and egress shall include the right to limit or eliminate parking in the vicinity of the Easement Area in order to facilitate necessary and convenient access to the Utility Facilities.
4. Utility Facilities. Without limiting the generality of the purpose and use stated above, Grantee, at its own expense, shall have the right to replace any of the Utility Facilities within the Easement Area with utility facilities of the same or larger diameter and capacity and to install additional or replacement utility facilities within the Easement Area.
5. Grantee shall have the right without prior institution of any suit or proceeding at law, at such times as may be necessary, to enter upon said Easement Area for the purposes herein described, without incurring any legal obligation or liability therefore.
6. Restoration of Easement Area. Grantee will restore the Easement Area following any maintenance, repair, replacement or construction of the Utility Facilities, to match the Easement Area's existing condition, prior to Utility Facilities construction, as nearly as practicable. In the event Grantee fails to restore the Easement Area as described following any maintenance, repair, replacement or construction of the Utility Facilities, Grantor shall have the right to restore the same at the Grantee's expense.

7. The Grantee agrees to comply with all civil rights and anti-discrimination requirements of Chapter 49.60 RCW as to the lands herein described.

**B. Grantor's Obligations and Activities in Easement Area**

1. As used in this section B, "Grantor" shall include Grantor's employees, contractors, tenants, lessees, agents, invitees, consultants, successors and assigns. As used in this Section B, "Grantee" shall include Grantee's employees, contractors, agents, invitees, consultants, successors and assigns.
2. Subject to the conditions set forth below, Grantor shall have the right to use the Easement Area in any way and for any legal purpose, including the granting of utility franchises, not inconsistent with the rights herein granted to Grantee and the terms and conditions of this Easement Deed.
3. Grantor hereby agrees that no building, fence, wall, rockery, trees, shrubbery or obstruction of any kind shall be erected or planted, or any fill material placed within the boundaries of said Easement Area without prior written permission of the Grantee.
4. Grantor shall not nor permit others to place any fill material over Utility Facilities within the Easement Area without Grantee's prior written approval. Such approval may not be unreasonably withheld, but may include such restrictions and conditions as are appropriate to protect existing and future planned Utility Facilities.
5. If Grantor intends to carry out construction work in the Easement Area, Grantor shall request Grantee's approval by submitting detailed work plans to Grantee no less than ninety (90) days prior to the commencement of the proposed work. Grantee shall provide said approval, including such restrictions and conditions as reasonably appropriate to protect any Utility Facilities and operations, including future planned utility facilities, or written objections, specifying the grounds therefore, within thirty (30) days of submittal of Grantor's work plans. Grantee's authorization shall not be unreasonably denied, but may include such restrictions and conditions as are appropriate to protect existing and future planned Utility Facilities.
6. In the event Grantor erects or plants any building, fence, wall, rockery, trees, shrubbery or obstruction of any kind in the Easement Area in violation of section B.3., Grantee shall have the right to remove the same at the Grantor's expense. In the event such improvements are destroyed or damaged by Grantee or its Utility Facility, Grantee shall not be responsible for the restoration or repair of such improvements.
7. Grantor hereby agrees that no other utility facilities, whether public or private, will be installed within five (5) horizontal feet of the Utility Facilities. All utility crossings must maintain a minimum vertical clearance of no less than eighteen (18) inches from

the Utility Facilities. Where possible, sewer and storm drains shall be laid at a lower invert elevation than water mains.

8. Grantor shall not blast or discharge any explosives, nor permit the same.
9. Parking of vehicles or storage of materials over water meter or valve boxes is not allowed.

**C. Indemnification**

Grantee is to be responsible, as provided by law, for any damage to the Grantor through its negligence in the construction, replacement, maintenance and operation of the Utility Facilities across, upon and under the property of said Grantor, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of the Grantor or to the negligence of others. Grantor shall be responsible for any damage to the Grantee through its negligence.

**D. Compliance with Laws**

The Grantee and the Grantor in the exercise of their respective rights under this Easement Deed shall comply with all applicable federal, state and local laws, ordinances, and regulations, including environmental laws and regulations.

The lands herein described are not required for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.063.

**E. Venue**

This Easement Deed shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington. The venue for any action under this Easement Deed shall be in the Superior Court for King County, Washington.

Dated at Olympia, Washington, this 7 day of March, 20 11.

STATE OF WASHINGTON



Paula J. Hammond, P.E.  
Secretary of Transportation

APPROVED AS TO FORM:

By: Amr Saleh 3-3-11  
Assistant Attorney General Date:

REVIEWED AS TO FORM:

CITY OF SEATTLE,  
a Washington municipal corporation

By: Judith Cross 01 March 2011  
Judith Cross, Director Date:  
Facilities & Real Property Services  
Seattle Public Utilities

STATE OF WASHINGTON )

) : ss

County of Thurston )

On this 7<sup>th</sup> day of March, 2011, before me personally appeared Paula J. Hammond, P.E., known to me as the Secretary of Transportation, Washington State Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.



*[Handwritten Signature]*

Notary (print name) Randy J. Johnson

Notary Public in and for the State of Washington, residing at Olympia

My Appointment Expires 5/25/2012

Exhibit A

**Easement Area:**

**1-22290 Port of Seattle (T46): Partial Fee Acquisition**

***Legal Description:***

All that portion of the hereinafter described Parcel G lying easterly of the following described line:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 171+46.23 on the SR 99 line survey of SR 99, S. Atlantic St. Vic. to S. Dearborn St. and 69.91 feet northwesterly therefrom;

Thence northwesterly to a point opposite HES 171+72.50 on said line survey and 102.27 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 172+55.94 on said line survey and 107.61 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 172+82.31 on said line survey and 92.77 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 173+64.42 on said line survey and 101.47 feet northwesterly therefrom;

Thence northeasterly, to a point opposite HES 173+72.22 on said line survey and 102.30 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 173+94.82 on said line survey and 101.76 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 176+24.24 on said line survey and 96.28 feet northwesterly therefrom;

Thence northeasterly, to a point opposite HES 176+51.56 on said line survey and 90.23 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 176+96.64 on said line survey and 90.22 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 177+16 on said line survey and 83 feet northwesterly therefrom;

Thence northerly to a point opposite HES 177+27.46 on said line survey and 86.56 feet northwesterly therefrom;

Thence northeasterly, to a point opposite HES 177+47.48, on said line survey and 76 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 177+80.61 on said line survey and 86.28 feet northwesterly therefrom;

Thence northerly to a point opposite HES 177+95.24 on said line survey and 90.82 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 178+35 on said line survey and 81.85 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 179+07.32 on said line survey and 65.56 feet northwesterly therefrom;

Exhibit A (continued)

Thence northeasterly to a point opposite HES 180+20.82 on said line survey and 69.24 feet northwesterly therefrom;

Thence northerly to a point opposite HES 180+37.39 on said line survey and 71.44 feet westerly therefrom;

Thence northerly to a point opposite HES 180+52.39 on said line survey and 73.44 feet northwesterly therefrom;

Thence northerly, to a point opposite HES 182+19.08 on said line survey and 95.61 feet northwesterly therefrom;

Thence northerly to a point opposite HES 184+49.82 on said line survey and 93.18 feet northwesterly therefrom;

Thence northerly to a point opposite HES 186+49.82 on said line survey and 87.84 feet westerly therefrom;

Thence northerly to a point opposite HES 189+67 on said line survey and 89.33 feet westerly therefrom;

Thence northerly to a point opposite HES 192+00 on said line survey and 82.66 feet westerly therefrom;

Thence northerly, to a point opposite HES 192+80.62 on the SR 99 line survey of SR 99, S. Dearborn St. to Pine St. and 80.36 feet westerly therefrom;

Thence northerly, to a point opposite HES 193+80.68 on said line survey and 78.42 feet westerly therefrom;

Thence northerly to a point opposite HES 199+83± on said line survey and 83.21 feet westerly therefrom; said point being on the southerly boundary of a tract of land conveyed in deed recorded under King County Recording Number 6437099;

Thence easterly along said southerly boundary to a point opposite said HES and 55 feet westerly therefrom, said point also being the southeasterly corner of that tract of land conveyed in deed under King County Recording No. 6437099;

Thence northerly, parallel with said line survey, to a point opposite HES 202+30 thereon and the end of this line description.

PARCEL G

Lots 1 through 18, inclusive, Block 367, Lots 1 through 19, inclusive, Block 368, and Lots 1 through 9, inclusive, Block 369, Seattle Tide Lands, as shown on the official maps on file in the Office of the Commissioner of Public Lands at Olympia, Washington;

TOGETHER WITH that portion of South Jackson Street adjoining, vacated by Ordinance Number 92426 of the City of Seattle, and attaching thereto by operation of law;

AND TOGETHER WITH that portion of South Dearborn Street as vacated in City of Seattle Ordinance Number 9122;

AND TOGETHER WITH that portion of vacated South Connecticut Street as vacated by Ordinances 72934 and 100285 as recorded under Recording Number 7110060503, which attaches by operation of law;

Exhibit A (continued)

AND TOGETHER WITH that portion of vacated Mill Street which attaches by operation of law and was vacated by Ordinance 37911;

AND TOGETHER WITH all that portion lying within Black's Replat of Portions of Lots 18 and 19, Block 368, Seattle Tide Lands, according to the plat thereof recorded in Volume 11 of Plats, page 10, in King County, Washington;

AND TOGETHER WITH that portion of vacated South Connecticut Street as vacated by Ordinances 72934 and 100285 as recorded under Recording Number 7110060503, which attaches by operation of law;

EXCEPTING THEREFROM that portion of Lot 4 and 5, Block 367, conveyed to the municipality of Metropolitan Seattle, a municipal corporation, by Quit Claim Deed recorded under Recording Number 6437099 and subsequently conveyed to King County by Recording Number 9312282785.

AND EXCEPTING THEREFROM that portion of Lot 1, Block 369 described as follows:

Beginning on the north line of said Lot 1 at a point distant 75 feet westerly along said north line from the northeast corner of said Lot 1;

Thence southerly at right angles to said north line a distance of 28 feet;

Thence easterly at right angles to said last described line a distance of 37 feet;

Thence northeasterly at right angles to said last-described line a distance of 12 feet;

Thence northeasterly a distance of 22.62 feet to an intersection with the north line of said Lot 1 at a point distant 22 feet westerly from the northeast corner of said Lot 1;

Thence westerly along said north line to a point of beginning.

The lands herein described contain an area of 87,159 square feet, more or less, the specific details concerning all of which are to be found on sheets 2 through 5, inclusive of that certain plan entitled SR 99, S. Atlantic St. Vic. to S. Dearborn St., bearing date of approval August 21, 2008, revised August 4, 2010 as to sheets 2 and 5, revised July 15, 2010 as to sheets 3 and 4 AND on sheets 2 through 5, inclusive of that certain plan entitled S. SR 99, Dearborn St. to Pine St. bearing date of approval February 17, 2006, revised August 4, 2010 as to sheets 2 through 4, revised July 15, 2010 as to sheet 5 all now of record and on file in the office of the Secretary of Transportation at Olympia.

**1-22178 West Portion of WOSCA** - As Acquired on Superseded Plan SR 99, S. Hinds St. to S. Dearborn St., Approved and Adopted May 26, 2006, Sheets 30 Thru 35 of 35 Sheets

***Legal Description:***

That portion of the hereinafter tract of land lying within Parcel A described as follows:

Exhibit A (continued)

Beginning at a point opposite Highway Engineer's Station 179+82± on the line survey of SR 99, S. Hinds St. to S. Dearborn St. and 342.44 feet Easterly therefrom, said point being on the Southerly line of said Parcel "A"; thence Northwesterly and Northerly to a point opposite Highway Engineer's Station 192+80± on the line survey of SR 99, S. Dearborn St. to Pine St. and 234.04 feet Easterly therefrom, said point being on the Northerly line of said Parcel "A"; thence Westerly to a point opposite said Highway Engineer's Station and 125 feet Easterly therefrom, said point also being the Northwest corner of said Parcel "A"; thence Southerly to a point opposite Highway Engineer's Station 179+21± on said line survey and 145 feet Easterly therefrom, said point being the Southwest corner of said Parcel "A"; thence Northeasterly to the point of beginning.

Parcel A:

Lot 7 and the south 45 feet of Lot 6, Block 328;

Lots 1 through 7, inclusive, and Lots 13 through 19, inclusive, Block 329;

All in Seattle Tide Lands, as shown on the Official Maps on file in the office of Commissioner of Public Lands, in Olympia, Washington;

TOGETHER WITH that portion of vacated Dearborn Street lying between said Blocks 328 and 329, as vacated under City of Seattle Ordinance Number 9122;

EXCEPT that portion of Lot 7 of said Block 329, lying within the Plat of H.H. Dearborn's Replat of Block 329, according to the plat thereof recorded in Volume 9 of Plats, page 81, in King County, Washington;

AND EXCEPT the east 101.90 feet of Lots 14 through 19, inclusive, of said Block 329;

AND EXCEPT that portion of Lots 6 and 7, of said Block 328, and of Lots 1 through 5, inclusive, of said Block 329 and of vacated Dearborn Street lying between said Blocks 328 and 329, described as follows:

Beginning at the intersection of the southwesterly margin of Railroad Way South and the south margin of Dearborn Street as acquired by the City of Seattle under Ordinance Number 9189;

thence west along said south margin 5 feet;

thence southeasterly 47.93 feet to a point on the south line of Lot 6 of said Block 328, said point being 15 feet west from the southeast corner of said Lot 6;

thence southerly 44.57 feet to a point being west 14.5 feet and north 40 feet from the southeast corner of Lot 7 of said Block 328;

thence south along a line parallel with the east line of Blocks 328 and 329 and vacated Dearborn Street, 233.60 feet to a curve to the left, having a radius of 566 feet;

thence southerly and southeasterly along said curve an arc distance of 95.35 feet to a point on the south line of Lot 3 of said Block 329, said point being 6.49 feet west from the southeast corner thereof;

Exhibit A (continued)

thence continuing along said curve to the left an arc distance of 1.92 feet to a point on a reverse curve having a radius of 418.24 feet;

thence southerly along said curve to the right an arc distance of 71.89 feet to a point of tangency, said point being on the east line of Lot 5 of said Block 329, 46.58 feet north of the southeast corner thereof;

thence north along the east line of Blocks 328, 329 and vacated Dearborn Street, 431.68 feet to the southwesterly margin of Railroad Way South;

thence northwesterly along said southwesterly margin 68.40 feet to the point of beginning;

TOGETHER WITH Lots 1 through 8, inclusive, vacated Plummer Street and vacated alley adjoining, all in the plat of H.H. Dearborn's Replat of Block 329, according to the plat thereof recorded in Volume 9 of Plats, page 81, in King County, Washington.

The lands herein described contain an area of 166,360 square feet, more or less, the specific details concerning all of which are to be found in those certain maps of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval February 17, 2006 and May 26, 2006 both revised February 15, 2007.

**1-18458 – Team Track**- As Acquired on Superseded Plan SR 99, S. Hinds St. to S. Dearborn St., Approved and Adopted May 26, 2006, Sheets 27 Thru 30 of 35 Sheets

***Legal Description:***

**Parcel A**

That portion of Lots 1 to 11, inclusive, and Lot 17, Block 331, Seattle Tide Lands, in King County, Washington, as shown on the official maps on file in the Office of the Commissioner of Public Lands at Olympia, Washington, lying westerly of the following described line; Beginning at a point on the north line of Lot 1, said Block 331 lying 246.05 feet west from the northeast corner of Block 330, Seattle Tide Lands; Thence south  $17^{\circ}20'41''$  west 246.56 feet to the beginning of a tangent curve concave southeasterly with a radius of 515.20 feet; Thence southwesterly along said curve  $14^{\circ}07'37''$  an arc distance of 127.02 feet to the south line of Lot 17 of said Block 331; Thence westerly 38 feet, more or less, along the south lines of Lots 17 and

6 to a point 15 feet southeasterly of the Union Pacific Railroad Company's Railroad Tracks; Thence southwesterly 320 feet, more or less, to a point on the south line of Lot 11 lying 120.47 feet westerly of the southeast corner of Lot 11 and the terminus of said line.

## Parcel B

A parcel of land being a portion of Lots 7 through 16, inclusive, Block 331, Seattle Tide Lands, in King County, Washington, as shown on the official maps on file in the Office of the  
Exhibit A (continued)

Commissioner of Public Lands at Olympia, Washington, said portion being bounded as described as follows:

Beginning at the southeast corner of Lot 11 of said Block 331, said corner being on the north margin of Atlantic Street; Thence along said north margin of Atlantic Street, south  $89^{\circ}59'28''$  west, 120.47 feet, more or less, to a point that is 15.0 feet normally distant southeasterly from the centerline of Track ICC-432 of the Oregon-Washington Railroad & Navigation Company, as now constructed and operated; Thence northeasterly, parallel with and/or concentric with and 15.0 feet normally distant southeasterly from the centerlines of Tracks ICC-432, ICC-409, and ICC-410, 320.0 feet, more or less, to a point on the northerly line of Lot 7 of said Block 331; Thence along said northerly line and along the northerly line of Lot 16 of said Block 331, north  $89^{\circ}58'54''$  east, 38.0 feet, more or less, to the northwesterly corner of a parcel of land conveyed by Union Pacific Land Resources Corporation to American Warehouse Company by Warranty Deed dated August 10, 1977 and recorded under Recording Number 7710190028,

Thence along the westerly boundary line of said conveyed parcel, the following three (3) courses:

- 1) southerly, along a non-tangent curve to the left, the center of which bears east, having a radius of 706.78 feet, through a central angle of  $3^{\circ}11'14''$ , an arc distance of 39.32 feet;
- 2) westerly, 1.30 feet;
- 3) southerly, 30.70 feet to the southwest corner of said conveyed parcel;

Thence southerly, along the westerly boundary line of a parcel of land as conveyed by Union Pacific Railroad Company to Evelyn M. Bernard and Arthur F. Bernard, and Donald J. Fortune and Edith M. Fortune, by Contract Agreement Number 89205, dated April 9, 1937, 230.0 feet to said north line of Atlantic Street; Thence along said north line, south  $89^{\circ}59'28''$  west, 23.5 feet, more or less, to the point of beginning.

EXCEPT that portion conveyed to the City of Seattle Department of Transportation by Deed recorded under Recording Number 20030612003261.