

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Seattle Public Utilities Real Property Services  
Post Office Box 34018  
Seattle, WA 98124-4018



### EASEMENT AGREEMENT

Reference No. of Document Released: None  
Grantor: JD Anderson, LLC  
Grantee: City of Seattle  
Legal Description (abbreviated): Portion of Parcel 2, City of Seattle Short Plat  
No. 9703001, Recorded Under Recording No.  
9706279015, together with portion vacated SW  
Dakota St. adjoining  
Assessor's Tax Parcel ID No: 7666703464.

This Easement Agreement (the "Easement Agreement") is made effective as of the 22<sup>nd</sup>  
day of September, 2011 by and between **JD Anderson, LLC**, a Washington limited  
liability corporation ("Grantor"), and the City of Seattle, a Washington municipal  
corporation, acting by and through its Seattle Public Utilities ("Grantee").

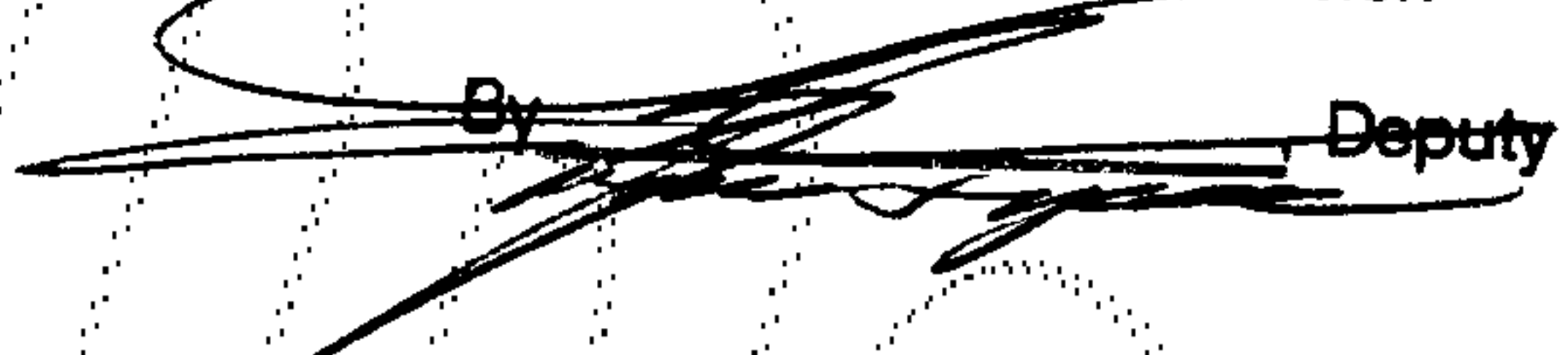
### RECITALS

WHEREAS, Grantor's predecessor-in-interest, the Port of Seattle, petitioned the City of  
Seattle to vacate Southwest Idaho and Dakota Streets between West Marginal Way  
Southwest and the Duwamish River and a portion of Iowa Avenue Southwest in Seattle  
(the "Streets"), as more particularly described in the vacation petition to the City of  
Seattle Clerk File No. 297660, and as amended by the corrected legal description  
attached and incorporated as **Exhibit A** (the "Vacated Area"); and

WHEREAS, Grantor owns King County Assessor's Tax Parcel Number 7666703464, the  
real property abutting Southwest Dakota Street to the north ("Grantor's Property"); and

WHEREAS, Grantee operates a 30-inch stormwater drainage facility which was  
relocated in 1997 by the Port of Seattle in accordance with Permit No. U6446 and as  
more particularly shown on the approved plans ("Plan Nos. 881-58-1 and 2"), including  
all necessary and convenient appurtenances ("Facilities"). The Facilities are an integral  
part of the Grantee's municipal storm drainage utility system, and a portion of which are  
located in Southwest Dakota Street to be vacated and a portion of which cross the  
western portion of Grantor's Property; and

EXCISE TAX NOT REQUIRED  
King Co. Records Division

By  Deputy



WHEREAS, Grantee's vacation of the Streets is conditioned, in part, on Grantor transferring title of ownership of the relocated Facilities to the Grantee and granting a satisfactory utility easement to the Grantee for the Facilities through a portion of Grantor's Property and in the Vacated Area that will become Grantor's Property upon vacation of Southwest Dakota Street; and

WHEREAS, Grantor desires to fulfill the above-stated conditions to complete the vacation of Southwest Dakota Street.

NOW, THEREFORE, the parties agree as follows:

### **EASEMENT**

In consideration of the Grantee's vacation of Southwest Dakota Street and other good and valuable consideration, receipt of which are hereby acknowledged, Grantor hereby conveys and grants, insofar as it has rights, title and interest in Southwest Dakota Street, or hereinafter acquires rights, title or interest in the Street, to Grantee, a sixteen-foot (16') wide, nonexclusive permanent easement for the construction, operation and maintenance of the Facilities over, under, through, across and upon the westerly portion of Southwest Dakota Street and the westerly portion of Grantor's Property, as legally described in **Exhibit B** attached hereto and incorporated herein ("Easement Area"), together with the right of reasonable ingress to and egress from West Marginal Way Southwest across Grantor's Property to the Easement Area if necessary.

This Easement Agreement shall include only such rights in the Easement Area as shall be necessary for the inspection, construction, reconstruction, alteration, operation, improvement, maintenance, repair and replacement of, and additions to the Facilities, and access thereto ("Purposes"). Grantor, its successors and assigns, shall have the right to use the Easement Area in any way and for all purposes which do not unreasonably interfere with the easement rights for the Purposes herein granted to Grantee and which are consistent with the terms and conditions of this Easement Agreement.

#### **A. Grantee's Purposes, Uses and Obligations**

1. Grantee, and its employees, contractors and consultants shall have the right to enter upon and use the Easement Area at all times to install, construct, alter, repair, operate, improve, replace, maintain and add to the Facilities, and shall have the right to remove all or any part of said Facilities from the Easement Area.
2. Grantee's rights shall include the right to temporarily limit or eliminate any parking or storage of personal property within the Easement Area, when in its discretion, such temporary limit is necessary for the Purposes under this Easement Agreement. To the extent practicable, Grantee will endeavor to minimize the impact to Grantor's operations and provide Grantor reasonable advance notice of the temporary limits,



including the estimated length of time the limit will be required. Grantor will remove any vehicles or other personal property from within the affected portion of the Easement Area, at Grantor's expense. If the Grantor has not removed the vehicles or personal property by the effective date included in the notice, the Grantee shall have the right, but not the obligation, to remove any vehicles or personal property from within the Easement Area. Grantor agrees to reimburse Grantee for any reasonable costs incurred to remove Grantor's vehicles or property from the Easement Area under this section within 30 days of receiving an invoice. Grantee will provide notices or invoices to the Grantor pursuant to this section as follows, or as may be changed in writing from time to time:

Grantor: Michael Anderson, Manager  
JD Anderson, LLC  
4034 West Marginal Way, S.W.  
Seattle, WA 98106  
(206) 938-2061

3. In the event that Grantee determines that there has occurred damage to or destruction of Grantee's Facilities requiring immediate access to the Easement Area or Facilities (an "Emergency"); Grantee may take such action as is reasonable under the circumstances to protect the public's health, safety and welfare, including immediate removal of vehicles or other personal property. Grantee will endeavor to notify Grantor of the Emergency and necessary actions as soon as practicable. Grantor shall cooperate with the reasonable requests of Grantee in Emergency situations. Grantor shall ensure Grantee with unrestricted Emergency access to any portions of the Easement Area that may be inaccessible to the public. Emergency notices shall be made to Grantor in the same manner as section A.2 above.
4. Grantee, at its own expense, shall have the right to replace and improve any Facilities within the Easement Area with stormwater drainage facilities of the same or larger diameter and capacity, or functionality; provided that, upon completion, any new Facilities will not compromise the structural integrity of the Street or Grantor's Property or unreasonably block, obstruct, hinder or otherwise prevent access over and across the Grantor's Property. Grantee agrees to restore the Easement Area following any activity by Grantee that disturbs the Easement Area, to the condition it was in immediately prior to Grantee's work being commenced.

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

1. Grantor agrees that, it will not knowingly permit any other utility facility, including without limitation, conduits, cable, pipelines, vaults, poles, posts, whether public or private, to be installed within five (5) horizontal feet of the Facilities or any crossings over the Easement Area that do not maintain a minimum vertical clearance of eighteen (18) inches from all of the Facilities.



2. Grantor and its employees, agents, lessees, licensees or invitees may place or store vehicles, containers, equipment and similar items or personal property (collectively "Grantor's Equipment") in, or move such items across, any part of the Easement Area; provided that the combined weight of Grantor's Equipment does not exceed H-20 weight loading as described in attached **Exhibit C** attached hereto and incorporated herein.
3. Grantor shall not, and shall not permit its employees, agents, tenants, licensees or invitees to make any excavation, boring, or tunneling within the Easement Area without the prior written permission of Grantee, which shall not be unreasonably withheld, conditioned or delayed.
4. Grantor shall not, and shall not permit its employees, agents, lessees or tenants to (a) erect, plant, or allow to remain any buildings, improvements, structures, walls, rockeries, trees, shrubbery, or obstruction of any kind or (b) place any fill material, or obstruction of any kind within the Easement Area, without the prior written permission and approval of Grantee.

### **C. Indemnification and Insurance**

1. To the extent permitted by law, Grantor and Grantee shall protect, defend, indemnify, and save harmless the other party, and its officers, officials, employees, and agents from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property (each, a "Claim"), to the extent caused by the negligent acts, omissions or willful misconduct of the indemnifying party. Each party agrees that its obligations under this Section C.1 extend to any claim, demand, or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event of any claims, demands, actions or lawsuits, the indemnifying party upon prompt notice from the other party shall assume all costs of defense thereof, including legal fees incurred by the other party, and of all resulting judgments that may be obtained against the other party. The prevailing party shall be entitled to recover its reasonable costs and expenses (including reasonable attorneys' fees) incurred to enforce the provisions of this section.
2. Grantor shall indemnify, defend and hold harmless Grantee, its officers, employees and agents from any and all liabilities, losses, damages, costs, expenses or claims of any kind or nature (including, without limitation, reasonable attorneys' fees and any liability for costs of investigation, abatement, remediation, cleanup, fines, penalties, or other damages arising under any environmental laws) arising out of or in connection with the disposal, release or discharge, migration, handling, or transportation of hazardous materials or substances; as that term may be defined by applicable local, state or federal law on or from any portion of Grantor's Property,



including the Easement Area, any time after the recording of this Easement, except to the extent caused by Grantee's operations for the Purposes herein.

**D. Transfer of Title of Facilities**

Grantor and Grantee acknowledge and agree that the Port of Seattle constructed the Facilities in the Vacated Area and on Grantor's Property. To the extent Grantor has any title or ownership interest in the Facilities, Grantor hereby conveys and transfers over to Grantee, full title and ownership of the Facilities in the Easement Area and warrants that such Facilities are free and clear of liens and encumbrances arising out of Grantor's title or ownership interest in the Facilities or Grantor's Property.

**E. Compliance with Laws**

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

**F. Runs with Land**

This Easement Agreement and each of the terms, provisions, conditions and covenants herein shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns and successors-in-title.

Grantor and Grantee hereby represent and warrant to each other that it has necessary authorization to enter into this Easement Agreement and that it has been executed by a duly authorized officer of Grantor and Grantee respectively.

This Easement Agreement shall become effective upon the City Council of the City of Seattle adopting the final vacation ordinance for the Vacated Area.

*[THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK]  
[SIGNATURE(S) ON ATTACHED PAGE(S)]*

**JD Anderson, LLC**, a Washington limited liability corporation:

By Michael Anderson  
name, title PRESIDENT

Date 7/22/11, 2011

STATE OF Washington )  
 )  
COUNTY OF King )

I certify that I know or have satisfactory evidence that **Michael Anderson** is the person who appeared before me and signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the **Manager** of **JD Anderson, LLC**, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 22 day of July, 2011

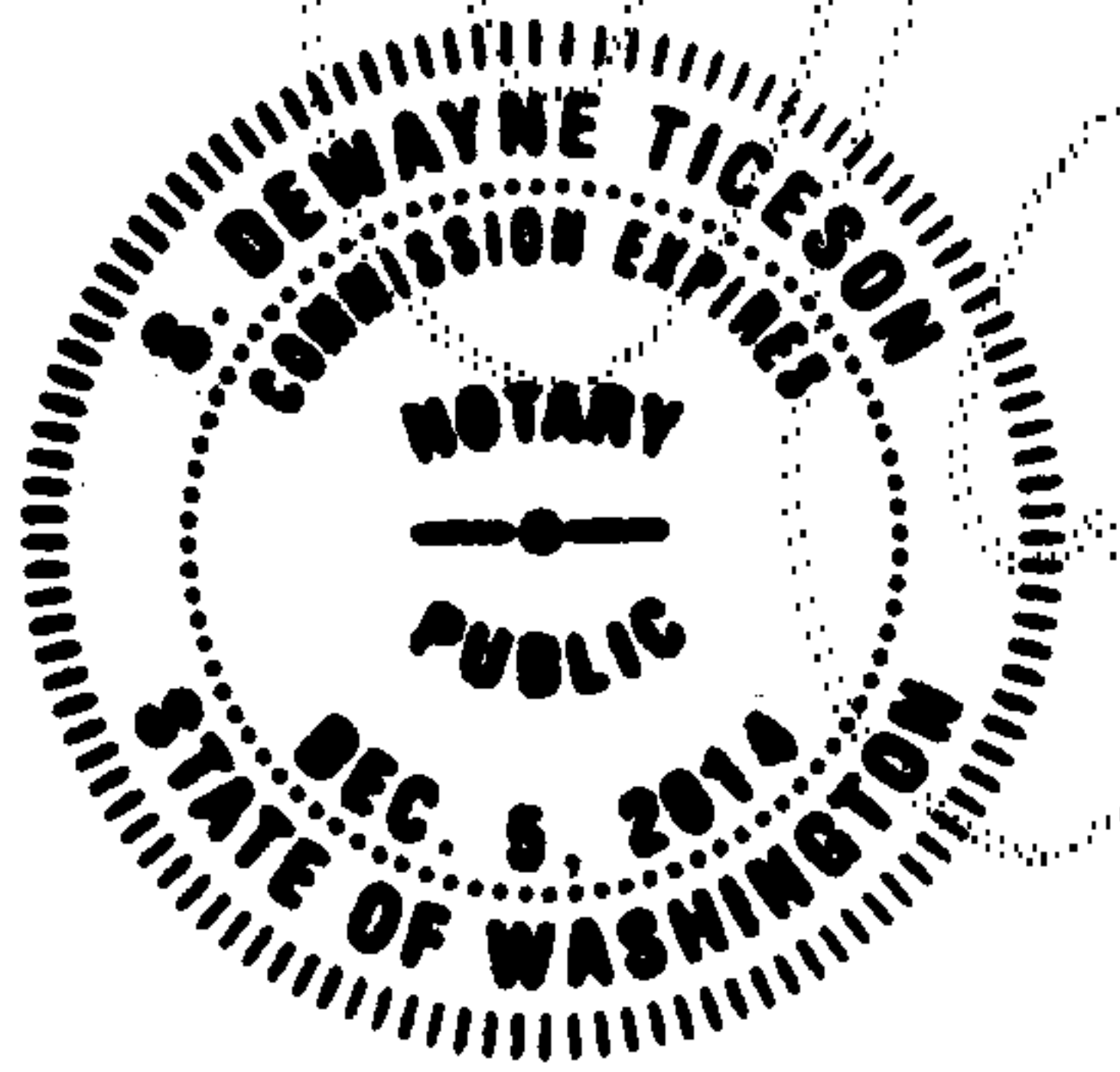


NAME Jasmin B. Contreras  
(Print name) Jasmin B. Contreras  
NOTARY PUBLIC in and for the State of  
Washington  
Residing at Seattle WA  
My appointment expires: 9-06, 2011

STATE OF Washington ) SS.  
COUNTY OF King )

I certify that I know or have satisfactory evidence that **Ray Hoffman** is the person who appeared before me and signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as **Director of Seattle Public Utilities of the City of Seattle**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 22<sup>nd</sup> day of September, 2011



NAME S. Dewayne Tieson  
(Print name) S. Dewayne Tieson  
NOTARY PUBLIC in and for the State of  
Washington  
Residing at Seattle  
My appointment expires: 12-5, 20 14



**EXHIBIT A  
T-105  
STREET VACATIONS**

THOSE PORTIONS OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M., KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

THAT PORTION OF SOUTHWEST DAKOTA STREET LYING BETWEEN THE EASTERLY MARGIN OF WEST MARGINAL WAY SOUTHWEST AS DESCRIBED BY CITY OF SEATTLE STREET NAME ORDINANCE 101919 AND THE SOUTHWESTERLY MARGIN OF THE DUWAMISH WATERWAY.

TOGETHER WITH:

THAT PORTION OF SOUTHWEST IDAHO STREET LYING BETWEEN THE EASTERLY MARGIN OF SAID WEST MARGINAL WAY SOUTHWEST AS DESCRIBED BY SAID ORDINANCE AND SAID SOUTHWESTERLY MARGIN OF THE DUWAMISH WATERWAY.

TOGETHER WITH:

THAT PORTION OF SAID WEST MARGINAL WAY SOUTHWEST AS DESCRIBED BY SAID ORDINANCE AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 11, BLOCK 414; PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON.

THENCE NORTH 23°02'30" WEST ALONG THE EASTERLY MARGIN OF SAID WEST MARGINAL WAY SOUTHWEST AS DESCRIBED BY SAID ORDINANCE, A DISTANCE OF 326.01 FEET TO A POINT HEREON REFERRED TO AS POINT "A";

THENCE CONTINUING NORTH 23°02'30" WEST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 246.25 FEET;

THENCE SOUTH 13°12'45" EAST, A DISTANCE OF 643.65 FEET, TO THE WESTERLY PRODUCTION OF THE SOUTHERLY MARGIN OF SOUTHWEST IDAHO STREET;

THENCE NORTH 90°00'00" EAST, ALONG SAID WESTERLY PRODUCTION OF THE SOUTHERLY MARGIN OF SOUTHWEST IDAHO STREET, A DISTANCE OF 119.40 FEET, TO SAID EASTERLY MARGIN;

THENCE NORTH 23°02'30" WEST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 108.67 FEET TO THE POINT OF BEGINNING.

EXCEPT:

THAT PORTION OF SAID WEST MARGINAL WAY SOUTHWEST AS  
DESCRIBED BY SAID ORDINANCE AS FOLLOWS:  
BEGINNING AT THE AFORESAID POINT "A".

THENCE NORTH 23°02'30" WEST, ALONG SAID EASTERLY MARGIN, A  
DISTANCE OF 246.25 FEET TO THE WESTERLY PRODUCTION OF THE NORTH  
LINE OF LOT 7, BLOCK 414, OF SAID PLAT;  
THENCE SOUTH 13°12'45" EAST, A DISTANCE OF 232.77 FEET;  
THENCE NORTH 90°00'00" EAST, ALONG SAID WESTERLY PRODUCTION OF  
THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 43.18 FEET TO SAID POINT  
"A" AND THE POINT OF BEGINNING.

CONTAINING 201,472 SQUARE FEET OR 4.63 ACRES, MORE OR LESS.





**SW DAKOTA ST (TO BE VACATED)**  
AREA=89,480.59 SQ. FT. OR 2.05 AC

**SW IDAHO ST (TO BE VACATED)**  
AREA=79,474.04 SQ. FT. OR 1.82 AC

**AREA OF W MARGINAL WAY SW TO BE VACATED**  
(LESS EXCEPTION AREA)  
32,516 SQ. FT. OR 0.75 AC.  
**TOTAL COMBINED AREA OF VACATED RIGHT-OF-WAY**  
201,472 SQ. FT. OR 4.63 AC.

**LINE TABLE**  
L1=N90°00'00"W 43.18'  
L2=S13°12'45"E 232.77'  
L3=N90°00'00"E 119.40'  
L4=N23°02'30"W 108.67'

**PROPOSED STREET VACATION**  
**SW IOWA ST, SW IDAHO ST, AND PORTION**  
**OF W MARGINAL WAY SW**

**EXHIBIT "A"**

**Port of Seattle**

**DATE**  
JAN. 18, 2011

**SHEET NO.**  
03 OF 03



# PROPOSED STREET VACATION SW IOWA ST, SW IDAHO ST, AND PORTION OF W MARGINAL WAY SW

**EXHIBIT "A"**

**DATE** JAN. 18, 2011

**SHEET NO.**

**03 OF 03**

NORTHWEST QUARTER OF THE SOUTHWEST QUARTER  
SECTION 18, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.  
CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON

LEGAL DESCRIPTION-ANDERSON PROPERTY AND SW DAKOTA STREET

A 16 FOOT STRIP OF LAND LYING WITHIN THE NORTHWEST QUARTER  
OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH,  
RANGE 4 EAST, W.M., SEATTLE, WASHINGTON, SAID STRIP OF LAND  
BEING 8 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED  
CENTERLINE;

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 2 OF CITY OF  
SEATTLE SHORT SUBDIVISION NO. 9703001, AS RECORDED IN BOOK  
115 OF SURVEYS ON PAGE 211, RECORDS OF KING COUNTY,  
WASHINGTON; THENCE SOUTH 22°31'39" EAST ALONG THE SOUTHERLY  
EXTENSION OF THE EAST LINE OF WEST MARGINAL WAY, A DISTANCE  
OF 32.81 FEET TO THE TRUE POINT OF BEGINNING. THENCE NORTH  
09°08'21" EAST, A DISTANCE OF 30.34 FEET TO THE SOUTH  
BOUNDARY OF SAID PARCEL 2; THENCE CONTINUING NORTH 09°08'21"  
EAST, A DISTANCE OF 151.53 FEET TO THE NORTH BOUNDARY OF  
SAID PARCEL 2 AND THE END OF SAID EASEMENT, THE SIDELINES OF  
SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED TO TERMINATE  
ON THE BOUNDARIES HEREIN DESCRIBED, SAID STRIP OF LAND HAVING  
2,911 SQUARE FEET, MORE OR LESS.

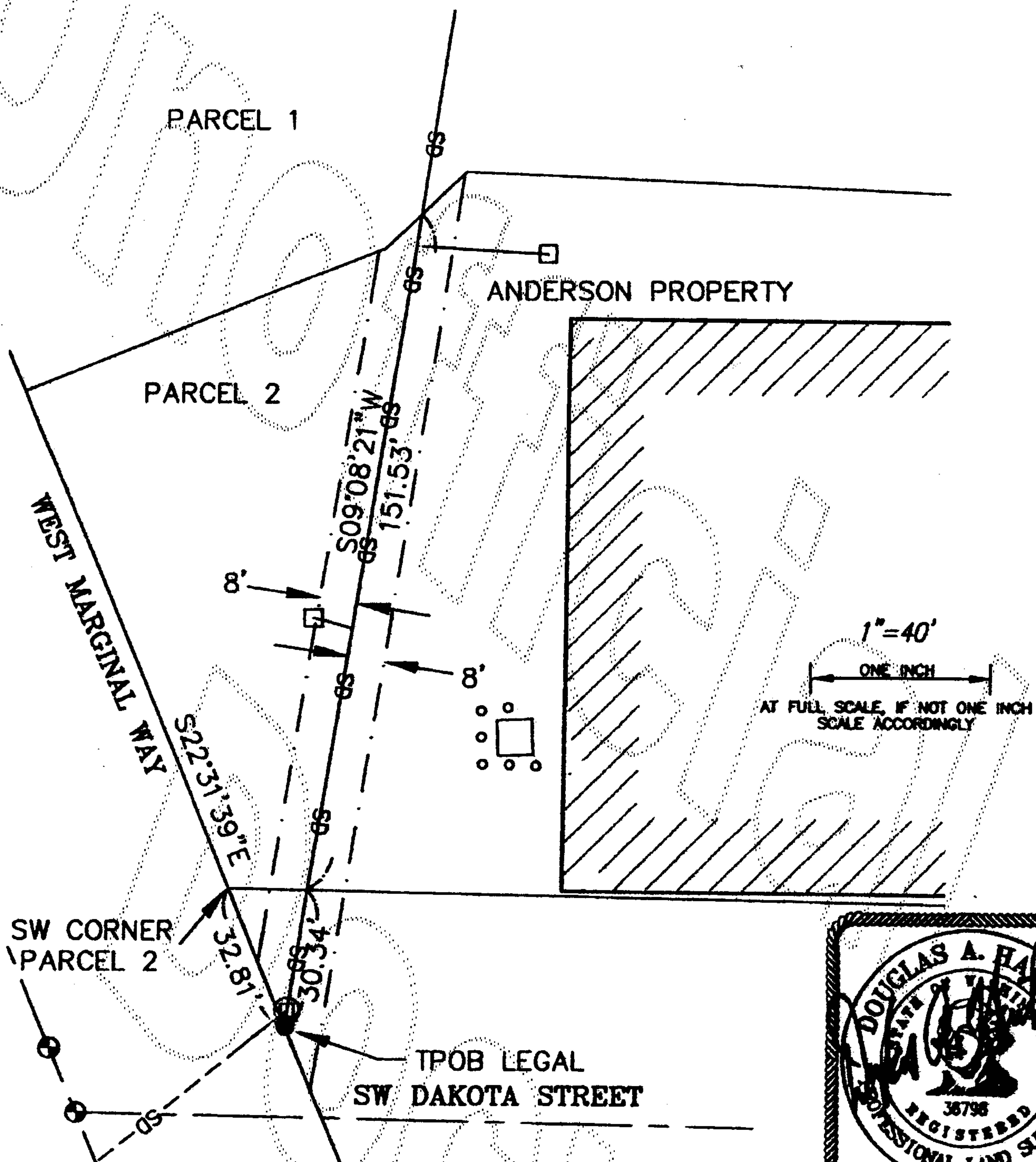


03/10/10



NORTHWEST QUARTER OF THE SOUTHWEST QUARTER  
SECTION 18, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.  
CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON

EXHIBIT B P920f2








03/10/10

EXHIBIT C

AASHTO Standard Specification for Highway Bridges  
(as amended)

Load Specifications

Maximum Traffic Conditions		Wheel Load (lbs.) (1/2 of Axle Load $\pm$ 30% Impact)	Loading	Load Distribution **	
				a	b
Truck Traffic 32,000 lb. Axle Load Dual Wheels		20,800	H-20	20'	20' + (2s)
Truck Traffic 32,000 lb. Axle Load Dual Wheels		15,600	H-15	15'	15' + (2s)
10,000 lb. Capacity Lift Truck 14,400 lb. Vehicle 24,400 lb. Total Load 85% Drive Axle Load	(Rubber Tires) 	13,480	5 Ton	11'	11' + (2s)
6,000 lb. Capacity Lift Truck 9,800 lb. Vehicle 15,800 lb. Total Load 85% Drive Axle Load	(Rubber Tires) 	8,730	3 Ton	7'	7' + (2s)
2,000 lb. Capacity Lift Truck 4,200 lb. Vehicle 6,200 lb. Total Load 85% Drive Axle Load	(Rubber Tires) 	3,425	1 Ton	4'	4' + (2s)

Notes:

1. For continuous spans, use continuity factor = .80.
- \*\* 2. This distribution results in larger grating sizes for lighter trucks on shorter spans. If H-20 loading is specified the worst condition should be used as the design criteria.