

Recording Requested By And  
When Recorded Mail To:

Seattle Public Utilities  
Facilities & Real Property Services  
PO BOX 34018  
Seattle WA 98124-4018



**20120907000941**

SPENCER SAMUEL EAS 76.00  
PAGE-001 OF 005  
09/07/2012 12:02  
KING COUNTY, WA

**PUBLIC UTILITIES EASEMENT**

Reference:#s of Documents Released or Assigned: none  
Grantor(s): ..... IRIS Holdings, LLC  
Grantee(s): ..... The City of Seattle  
Legal Description (abbreviated): ..... Pt of SW¼ of Sec 30, T 25 N, R 4 E  
Assessor's Tax Parcel ID#: ..... 1988201155 and Portion  
of Vacated St. adjoining

Vac. R/W # 2007-010

THIS EASEMENT granted this 6<sup>th</sup> day of September, 2012, by IRIS Holdings, LLC, a Washington limited liability company, ("Grantor"), to THE CITY OF SEATTLE, a municipal corporation of the State of Washington, hereinafter called ("City" or "Grantee").

WHEREAS, Grantee initiated a petition to vacate a portion of Broad Street between Harrison Street and Sixth Avenue North (the "Vacated Street"), as more particularly described in Seattle City Council Resolution 31374, adopted April 30, 2012, City of Seattle Clerk File No. 312319, in order to effectuate an agreement between Grantor and Grantee authorized by Ordinance 123418 for an exchange of properties between the parties in order to accommodate the needs of Grantee's Mercer Corridor West project for additional right of way; and

WHEREAS, Grantor owns King County Assessor's Tax Parcel Number 1988201155, being the real property abutting the Vacated Street ("Grantor's Property"); and

WHEREAS, Grantee owns and operates a 12" sanitary sewer pipe, maintenance hole, and 8" combo fire/domestic water service vault, together with necessary appurtenances thereto (collectively, the "Public Facilities") that are an integral part of the Grantee's municipal wastewater and water utility systems, a portion of which is located in the Vacated Street; and

WHEREAS, Grantee's vacation of the Vacated Street is conditioned, in part, on Grantor conveying satisfactory utility easement rights to Grantee for the Public Facilities existing in the Vacated Street; and

**EXCISE TAX NOT REQUIRED**  
King Co. Records Division

By [Signature] Deputy

WHEREAS, Grantor desires to fulfill the above-stated condition for Grantee's vacation of the Vacated Street:

NOW, THEREFORE, For and in consideration of the of the public good, mutual benefits 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 the Vacated Street, or hereinafter acquires rights, title or interest in the Vacated Street, to Grantee, a nonexclusive permanent easement ("Utility Easement") over, under, through, across and upon the Vacated Street and portion of Grantor's Property legally described in **Exhibit A** attached hereto and incorporated herein (the "Easement Area").

This Utility Easement 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 Public Facilities, and access thereto (the "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 following terms and conditions of this Easement Agreement.

A. Grantee's 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 for the Purposes noted herein.
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 Utility Easement. 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:

Grantor: Name: Norma Miller, Director, Campus Operations  
Address: P.O. Box 23350, Seattle, WA 98102  
Phone: (206) 770-2040  
Email: [Norma.Miller@gatesfoundation.org](mailto:Norma.Miller@gatesfoundation.org)

3. In the event that Grantee determines that there has occurred damage to or destruction of Public Facilities requiring immediate access to the Easement Area or Public 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.

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

1. Grantor agrees that no other utility facilities, such as conduits, cable, pipelines, vaults, poles, posts, whether public or private will be installed within five (5) horizontal feet of the Public Facilities. And, all utility crossings within the Easement Area must maintain a minimum vertical clearance of eighteen (18) inches from the Public Facilities.
2. 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.
3. Grantor shall not, and shall not permit its employees, agents, lessees or tenants to (a) erect, plant, or allow to remain any buildings, 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.
4. Except as provided in the Bargain and Sale Deed conveying the Vacated Street from the City to Grantor, recorded September \_\_\_\_, 2012 under King County Auditor's File No. \_\_\_\_\_, Grantor waives any present or future claim against the City relating to hazardous substances, pollutants, or contaminants within the Easement Area, and shall indemnify and defend the City from any such claim, including enforcement action by a regulatory agency, unless the hazardous substances, pollutants or contaminants result from the City's operations.

St. Vac. Broad St.  
R/W # 2007-010

C. 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 hereby represents and warrants that it has necessary authorization to convey this easement, and that this instrument is executed by Grantor's duly authorized officer.

Dated this 6<sup>th</sup> day of September, 2012.

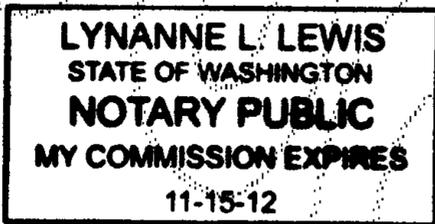
IRIS HOLDINGS, LLC

By: Martha Choe  
Martha Choe, CEO

STATE OF Washington )  
COUNTY OF King ) ss.

I certify that I know or have satisfactory evidence that Martha Choe, is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as Chief Operating Officer of IRIS Holdings, LLC, a Washington limited liability company 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 6<sup>th</sup> day of September, 2012



Lynanne L. Lewis

Name (Print) Lynanne L. Lewis

NOTARY PUBLIC in and for the State of Washington

residing at Tssaquah, WA

My appointment expires 11-15-12

**EXHIBIT A  
WATER AND SEWER EASEMENT**

**LEGAL DESCRIPTION:**

THOSE PORTIONS OF VACATED STREETS ADJOINING LOT 7, BLOCK 65, D.T. DENNY'S HOME ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 115, IN KING COUNTY WASHINGTON, SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 25 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 6, BLOCK 62 OF SAID D.T. DENNY'S HOME ADDITION TO THE CITY OF SEATTLE;

THENCE ALONG THE EASTERLY EXTENSION OF THE SOUTHERLY LINE THEREOF SOUTH 88°33'22" EAST 15.59 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 04°09'12" WEST, A DISTANCE OF 158.72 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°05'49", FOR AN ARC DISTANCE OF 14.12 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID ARC, THROUGH A CENTRAL ANGLE OF 01°57'44", FOR AN ARC DISTANCE OF 5.44 FEET;

THENCE NORTH 01°26'38" EAST 5.80 FEET;

THENCE SOUTH 88°33'22" EAST 15.70 FEET;

THENCE SOUTH 01°26'38" WEST 6.90 FEET;

THENCE NORTH 88°33'22" WEST 21.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 111 SQUARE FEET, MORE OR LESS.