

Return Address:

King County
Department of Natural Resources and P
Wastewater Treatment Division
Attn: ROW Supervisor
MS KSC-NR-512
201 South Jackson Street
Seattle, WA 98104-3855



20100824000780

SEATTLE PARKS MEMO 71.00
PAGE-001 OF 010
08/24/2010 13:30
KING COUNTY, WA

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

<p>Document Title(s) (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in)</p> <p>1 Wastewater Pipe Easement Agreement 2. _____ 3. _____ 4. _____</p>	
<p>Reference Number(s) of Documents assigned or released: Additional reference #'s on page _____ of document</p>	
<p>Grantor(s) Exactly as name(s) appear on document</p> <p>1. City of Seattle</p> <p>Additional names on page _____ of document.</p>	<p>EXCISE TAX NOT REQUIRED King Co. Records Division By <u><i>Theo Shacht</i></u> Deputy</p>
<p>Grantee(s) Exactly as name(s) appear on document</p> <p>1. King County, Wastewater Treatment Division,</p> <p>Additional names on page _____ of document.</p>	
<p>Legal description (abbreviated: i.e. lot, block, plat or section, township, range) portion of the NE ¼ of S 30, T 24 N, R4 E</p> <p>Additional legal is on page 9 of document.</p>	
<p>Assessor's Property Tax Parcel/Account Number</p>	
<p>The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</p>	

WHEREAS, the COUNTY owns and operates a wastewater pipeline facility, including appurtenant structures such as maintenance holes, located in the Vacation Area; and

WHEREAS, the Seattle City Council's conditional grant of vacation of the Vacation Area is conditioned, in part, on the CITY conveying to the COUNTY an easement for wastewater pipeline purposes in the Vacation Area in place of an existing permit issued by the Seattle Department of Transportation; and

WHEREAS, the CITY desires to grant to the COUNTY a wastewater pipeline easement in a portion of the Vacation Area in order to fulfill the above-stated condition to the conditional grant of vacation referenced above.

NOW, THEREFORE, the CITY and the COUNTY hereby agree as follows:

AGREEMENT

1. Grant and Purpose. The CITY hereby grants to the COUNTY, subject to the conditions contained in this Easement Agreement, an easement (Easement) in, upon and under the real property described on **Exhibit "B"**, attached hereto and incorporated herein by this reference (Easement Area), together with reasonable pedestrian access or vehicular access across surfaces capable of supporting the weight of the vehicles, so as not to damage the "Property", to reach the Easement Area.

The purpose of the Easement is for installing, constructing, operating, maintaining, removing, repairing and replacing a wastewater pipeline below the surface of the Easement Area, together with the following listed improvements at or below the surface of the Easement Area, and for no other purposes: maintenance holes, vaults, meters, cathodic devices, electrical poles and drops, "goosenecks" and other small unobtrusive odor control devices, telemetry devices and poles, monitoring equipment, portable sampling device(s) and below grade carbon beds. All of the COUNTY's permitted improvements now or hereafter located in the Easement Area are referred to as Easement Improvements.

2. Limitations. The COUNTY shall keep the Easement Improvements in good condition and repair at all times at the COUNTY's sole cost. Except in case of emergency or request by the CITY, the COUNTY shall provide ten (10) business days prior written notification to the CITY before undertaking any work in the Easement Area involving digging, trenching, removal of Park improvements, pruning or removal of vegetation. For purposes of this Easement pruning or removal of vegetation that has

overgrown or blocked surface Easement Improvements does not require prior notice to the CITY.

The COUNTY shall obtain a permit or other license or form of permission from the Superintendent of Parks and Recreation or duly authorized official and pay such fees or other charges as may be applicable or negotiated prior to any use or occupation of the "Property" outside of the Easement Area, except temporary parking for one to three maintenance vehicles in the "Property" parking lot (if applicable).

All activities of the COUNTY under this Easement Agreement shall be completed without delay by COUNTY employees or by a qualified, licensed and bonded contractor, at the sole expense of the COUNTY and, upon completion of such permitted activity, the COUNTY shall immediately remove all equipment and debris and restore all disturbed topography, vegetation, landscape features and improvements, to their condition immediately prior to the initiation of such activity, unless otherwise mutually agreed in writing.

3. CITY's Rights. The CITY shall have the continuing right to use the Easement Area, so long as such use does not interfere with the easement rights of the COUNTY and does not obstruct or endanger the usefulness of any Easement Improvements now or hereafter maintained by the COUNTY in the Easement Area. Except in case of emergency, prior to any construction in the Easement Area and prior to any activity by the CITY that requires use of the subsurface of the Easement Area the CITY shall notify the COUNTY in writing and shall provide the COUNTY with a copy of all plans and specifications for such proposed construction activity for review at least thirty (30) days prior to the commencement of such construction. Except in case of emergency, the CITY shall not commence such construction or activity unless and until it has received the COUNTY's prior written consent that the CITY's proposed construction or activity will not interfere with the COUNTY's rights under this Easement Agreement. The County's review and, if applicable, approval of the CITY's plans and specifications shall be strictly limited to the facilities and/or excavation shown on the plans and specifications submitted to the COUNTY and shall in no event constitute or be construed as a certification of the adequacy or sufficiency of the CITY's plans and specifications nor whether the CITY's construction or activity complies with other applicable laws, building codes and other governmental rules and regulations. For purposes of this Easement Agreement, landscaping activities in the Easement Area that do not obstruct or endanger the usefulness of Easement Improvements and that do not disturb that portion of the subsurface within five (5) feet from the wastewater pipeline do not require notice to and approval by the COUNTY.

Except as otherwise provided herein, and after the date of this Easement Agreement, the construction, installation, or maintenance of any structures, whether temporary or

permanent, shall be absolutely prohibited within the Easement Area and shall be deemed an unreasonable interference with the COUNTY's easement rights unless specifically approved in writing by the COUNTY as provided above, which approval shall not be unreasonably withheld. For purposes of this Easement Agreement, signs, trails, and temporary protections for new or sensitive vegetation installed by or with the permission of the CITY are permitted.

4. Compliance with Laws; Indemnity. The COUNTY shall at all times exercise its rights under this Easement Agreement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. The COUNTY shall indemnify, defend, at the option of the CITY, and hold harmless the CITY, its successors and assigns, from any and all claims, damage, costs (including attorneys' fees) and liability arising in any way from acts or omissions, whether negligent or intentional, of the COUNTY, or its agents, employees or contractors, in connection with this Easement Agreement, the Easement, the Easement Area, the "Property" or the Easement Improvements. The COUNTY's obligations under this paragraph do not include claims, damage or liability to the extent caused by the CITY's negligence.

5. Costs. If the COUNTY violates the terms of this Easement Agreement, requiring action by the CITY, the COUNTY shall reimburse the CITY for its reasonable costs for "Property" restoration, vegetation, replanting, trail or other improvement reconstruction or for repair of Easement Improvements. The COUNTY shall reimburse the CITY within forty-five (45) days of the CITY providing adequate documentation of such costs to the COUNTY. In addition, if the COUNTY fails to obtain permits required under this Easement Agreement, the CITY shall be entitled, in addition to other remedies, to recover from the COUNTY all applicable fees for the COUNTY's use of the "Property".

6. Notices. Any notices required or permitted under this Easement Agreement shall be personally delivered or sent by certified mail, return receipt requested and shall be deemed given three (3) days following the date when mailed or one (1) business day following personal delivery. All notices shall be sent to the following addresses:

To the COUNTY:

King County
Wastewater Treatment Division
Managing Supervisor,
Regulatory Compliance and Land
Acquisitions
Mailstop: KSC-NR-0512
201 South Jackson Street, Suite 512
Seattle, WA 98104-3855

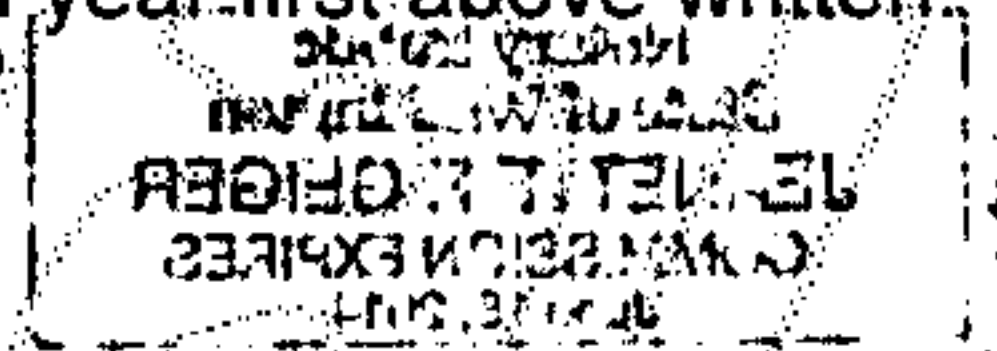
To the CITY:

City of Seattle

Department of Parks and Recreation
Real Estate Management
800 Maynard Avenue South
4th Floor
Seattle, WA 98134-1336

8. General. The COUNTY shall have the right to assign its rights under this Easement Agreement, in whole or in part, only to a governmental agency that is a functional successor and only upon such successor's express assumption of obligations and liabilities under this Easement Agreement.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, effective as of the day and year first above written.

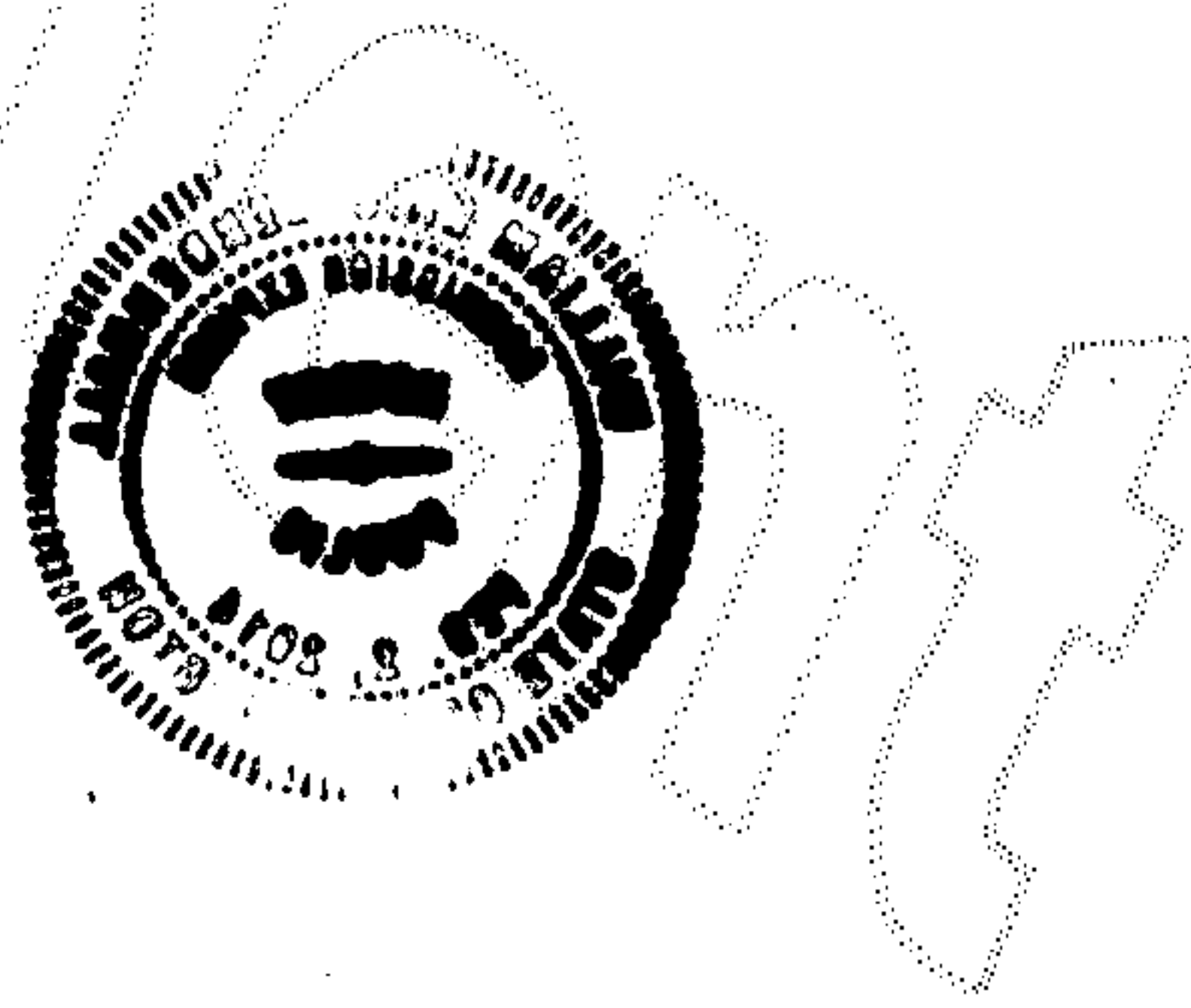


CITY OF SEATTLE, a Washington municipal corporation,

Christopher M. Williams
By: CHRISTOPHER M. WILLIAMS
ACTING Superintendent of Parks and Recreation

KING COUNTY, a political subdivision of the State of Washington

Gregory M. Bush
By: Gregory M. Bush
Section Manager, Environmental and Community Services



STATE OF WASHINGTON)
)SS
COUNTY OF KING)

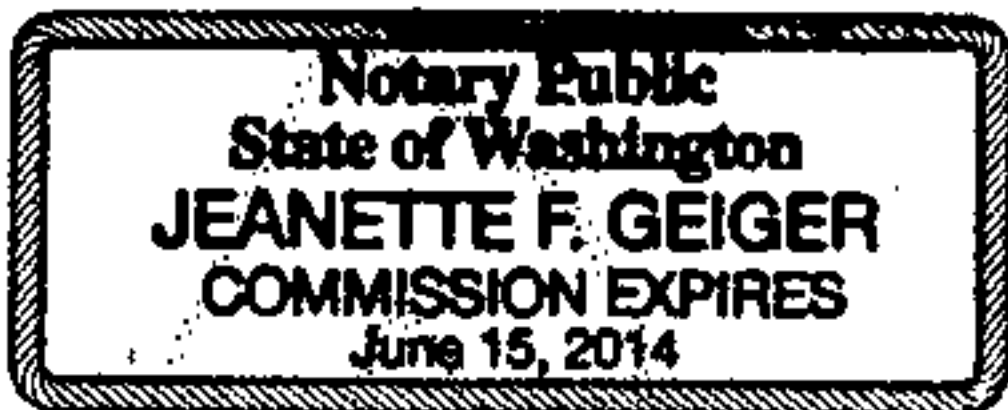
On this 20 day of July, 2010, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Christopher M Williams to me known to be the Acting Superintendent of the Department of Parks and Recreation of the City of Seattle, the municipal corporation named in and which executed the foregoing document, and stated on oath that he/she was authorized to execute the foregoing document on behalf of said municipal corporation and signed the same as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Jeanette F Geiger
Notary Public in and for the

State of Washington, residing
at Seattle

My appointment expires 6/15/2014



STATE OF WASHINGTON)
)SS
COUNTY OF KING)

On this 11th day of August, 2010, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gregory M. Bush to me known to be the Section Manager, Environmental and Community Services, of King County, a political subdivision of the State of Washington, through its Wastewater Treatment Division, who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said County for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

William E. Mendenhall

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

My appointment expires 2/15/2014

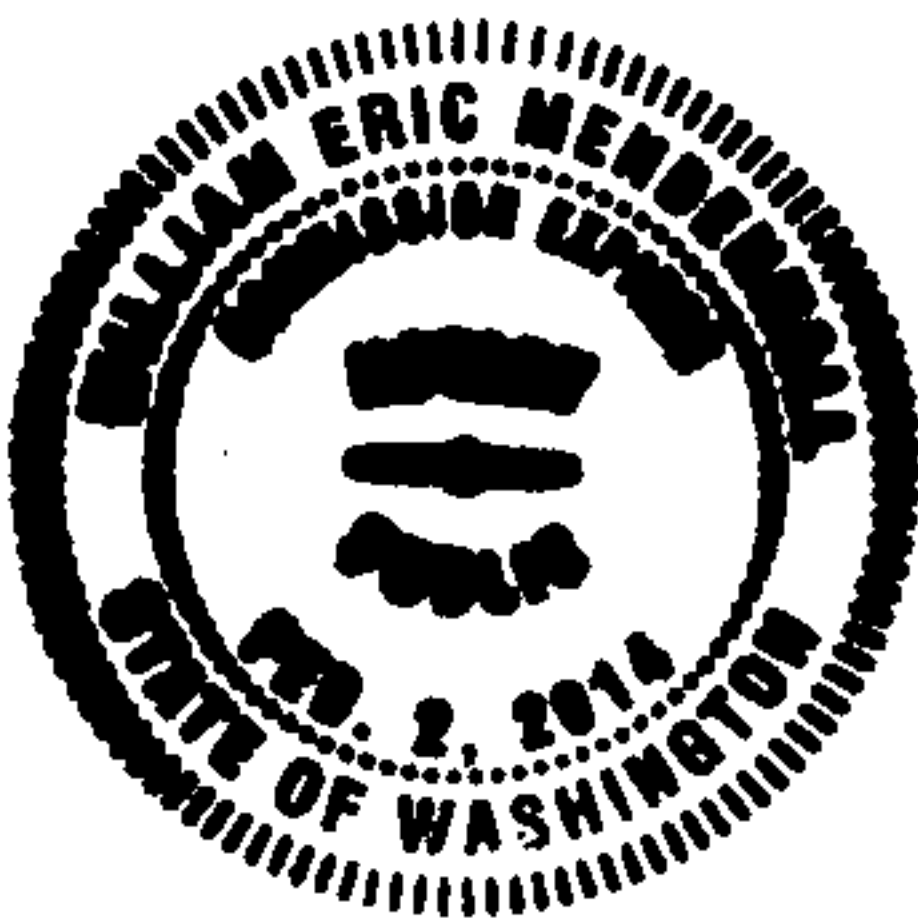


EXHIBIT A

Legal Description of Property

All of Blocks 1 and 2 (lots 1 through 16, inclusive, respectively); and Block 3 (Lots 1 through 4, inclusive); all in Ewald's 1st Addition to the City of Seattle, Volume 25 of Plats, Page 43, Records of King County, Washington; and

Lots 7 through 17, inclusive, Block 5; Lots 1 through 20, inclusive, Block 6; Lots 1 through 6, inclusive, Block 7; Lots 1 through 12, inclusive, Block 8; and Lots 1 through 25, inclusive, Block 9; all in Melville-Barth Addition to the City of Seattle, Volume 22 of Plats, Page 86, Records of King County, Washington.

TOGETHER WITH the following unopened street/public right of ways;

- That portion of Sound Way Southwest between the south line of the northeast one quarter of the northwest one quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section 30, Township 24 North, Range 4 East, W.M. and the northerly margin of Highland Park Way Southwest
- 14th Avenue SW between the northerly margin of SW Holly Street and the southerly margin of SW Morgan Street,
- 13th Avenue SW between the northerly margin of SW Holly Street and the southerly margin of SW Morgan Street,
- 12th Avenue SW between the northerly margin of SW Holly Street and the southerly margin of SW Morgan Street,
- 11th Avenue SW between the westerly margin of 10th Ave SW and the southerly margin of SW Morgan Street,
- 11th Place SW between the northerly margin of SW Warsaw Street and the southerly margin of SW Morgan Street,
- 10th Avenue SW between the northerly margin of SW Warsaw Street and the southerly margin of SW Morgan Street,
- 9th Avenue SW between the northerly margin of SW Holly Street and the production southwesterly of the north line of Lot 6, Block 4 according to the plat of Melville-Barth Addition to the City of Seattle, Volume 22 of Plats, page 86 records of King County, Washington,
- 8th Avenue SW between the northerly margin of SW Holly Street and the production southwesterly of the north line of the southerly one half of Lot 9, Block 2, according to the plat of Melville-Barth Addition to the City of Seattle, Volume 22 of Plats, page 86 records of King County, Washington,
- 7th Avenue SW between the northerly margin of SW Holly Street and the production southwesterly of the north line of Lot 9, Block 1, according to the plat of Melville-Barth Addition to the City of Seattle, Volume 22 of Plats, page 86 records of King County, Washington,

- All of SW Warsaw Street from 11th Place SW to 10th Avenue SW,
- All of SW Holly Street between the easterly margin of 12th Avenue SW and the westerly margin of West Marginal Way SW,
- That portion of SW Morgan Street according to the plat of Ewald's 1st Addition to the City of Seattle, Volume 25 of Plats, page 43 records of King County, Washington, between the centerline of 15th Avenue SW and the centerline of 12th Avenue SW,
- That portion of SW Morgan Street according to the plat of Melville-Barth Addition to the City of Seattle, Volume 22 of Plats, page 86 records of King County, Washington, between the centerline of 12th Avenue SW and the westerly margin of Burien Way SW,
- That portion of Burien Way SW between the south line of the northeast one quarter of the northwest one quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section 30, Township 24 North, Range 4 East, W.M. and the northerly margin of SW Morgan Street from the west, EXCEPT that portion of the easterly one-half of Burien Way SW fronting Lot 1 and a portion of Lot 2, Block 5, Melville-Barth Addition currently not owned by the City of Seattle.
- Unnamed 20' alley between Block 6 and Block 9, according to the plat of Melville-Barth Addition to the City of Seattle, Volume 22 of Plats, page 86 records of King County, Washington;

EXHIBIT B

Legal Description of Easement Area

**METRO SEWER EASEMENT OVER DO 82854
WEST POINT SYSTEM
WEST DUWAMISH INTERCEPTOR**

That portion of the NE ¼ of Section 30, Township 24 North, Range 4 East, Willamette Meridian, in the City of Seattle, King County, Washington as follows:

Commencing at the intersection of the centerline of Southwest Michigan Street and the centerline tangent of West Marginal Way Southwest; thence South 86°05'22" West along the centerline of Southwest Michigan Street a distance of 146.26 feet to the intersection with the centerline of Detroit Avenue Southwest; thence continuing South 86°05'22" West along the centerline of Southwest Michigan Street a distance of 160.96 feet to an intersection with the centerline of Highland Park Way Southwest; thence South 66°25'52" West along said centerline of Highland Park Way Southwest a distance of 86.40 feet more or less to a sewer manhole, designated as MH W14-236 (Sta 28+09.46) on Municipality of Metropolitan Seattle West Point System Sewer Plans for West Duwamish Interceptor Section 2, Station 21+00 TO Station 28+06.8+/-, Sheet ID P-211, Sheet 39 of 47 dated June 1965; thence North 10°48'32" East along the centerline of 24 inch sewer pipe, also as depicted on said Sewer Plan, a distance of 48.46' to the northerly margin of Highland Park Way Southwest and the True Point of Beginning of a 20 foot easement lying 10 feet on either side of the following line: Thence North 10°48'32" East along said 24 inch sewer pipe a distance of 246.96 feet to the intersection with a line that is 660 feet south of (as measured down the west line of the SW¼ of the NE ¼ of 30-24-4) and parallel with the north line of the SW¼ of the NE ¼ of said Section 30, Township 24 North, Range 4 East, Willamette Meridian and the end of this easement. Said terminus falls South 88°48'09" East of and 356.14' from a point of the west line of said SW¼ of the NE¼ that is 660 feet South 2°54'30" West of the northwest corner of said SW¼ of the NE¼.

Sidelines of the easement to be extended or shortened to close on the beginning and ending boundary lines.