

When Recorded Return to:

Sound Transit
Real Property Division
401 S. Jackson Street, M/S O4N-4
Seattle, WA 98104-2826

GUIDEWAY EASEMENT

Grantor: **Port of Seattle, a Washington municipal corporation**

Grantee: **Central Puget Sound Regional Transit Authority**

Abbreviated Legal Description: Portion of the Northeast quarter of the Southeast quarter of Section 33-23N-4E.

Full Legal Description is on page 5 hereof.

Assessor's Property Tax Parcel Account Number: **332304-9210-07**

Reference Numbers of Documents Assigned or Released, if applicable: N/A

Port of Seattle, a Washington Municipal Corporation, (the "Grantor") is the owner of real property located in the City of SeaTac commonly known as a relatively narrow tract of land situated along 28th Avenue South in SeaTac WA, and more particularly described in the legal description attached as **Exhibit A** (the "Property").

THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, (the "Grantee"), a regional transit authority of the State of Washington, is developing high capacity transit service in the central Puget Sound region, including the South Link light rail system that extends from Sea-Tac Airport to South 200th Street, in SeaTac (the "Project").

Grantee desires to use a certain portion of the Property in connection with the operation and maintenance of the Project. The boundaries (the "Easement Area") are more fully described in the attached **Exhibit D** and depicted in attached **Exhibit I**.

AGREEMENT

1. **Grant of Easement.** Grantor, for and in consideration of Ten (\$10.00) Dollars and Other Good and Valuable Consideration, receipt of which is hereby acknowledged by Grantor, hereby conveys and warrants to Grantee, its successors and/or assigns, a permanent easement within and through the Easement Area in connection with the Project, including but not limited to the operation, inspection, maintenance, replacement, improvement, removal and use of a segment of Grantee's South Link light rail system and all appurtenances thereto, and related uses that Grantee may hereafter deem appropriate. Grantee's use of the Easement Area shall include, but not be limited to, columns, foundations, and aerial guideway.

Grantee shall have the right to access property in addition to that described in Exhibit B, as determined by the Grantee, for the purpose of trimming trees and vegetation that are higher than the top of rail and within ten feet of the aerial guideway, and inspection and maintenance within ten feet of the aerial guideway.

Grantee shall have the right, but not the obligation, to enter the Easement Area to remove structures or other impediments and to maintain the Easement Area for its intended use, together with the right to inspect and to maintain, repair and replace aerial structures within the Easement Area.

2. **Grantor's Use of Easement Area.** Grantor shall retain the right to use the property within the Easement Area, so long as Grantor's use does not interfere with Grantee's use of the Easement Area. Grantor may park vehicles, landscape and/or pave the surface of the Easement Area. Any other use is subject to written approval by Sound Transit, which approval shall not be unreasonably withheld.

In no event may Grantor construct permanent structures or store flammable, explosive, or hazardous materials within the Easement Area. In the event the Grantee discovers such items in the easement area the Grantee has the right to immediately remove such items at the Grantor's expense. No obstructions of any kind whatsoever, other than those identified above in this Section 2 shall be allowed within 5 feet of Grantee's aerial guideway or appurtenances thereto. The Grantor shall make no use of the Easement Area whatsoever in the area above the aerial guideway structure, or the area 5 feet below the bottom of the aerial guideway structure. Vehicles carrying flammable materials cannot park under the aerial guideway.

3. **Representations and Indemnifications.** Grantee shall at all times exercise its rights under this easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee does hereby indemnify Grantor from and against any and all liability, loss, damage, expense, actions, and claims incurred by Grantor in connection therewith, to the extent arising from the exercise by Grantee, its servants, agents, employees and contractors of the rights granted in this easement.

4. **Binding Effect.** This easement is appurtenant to and shall run with all real property now owned or hereafter acquired by Grantee as part of the South Link light rail project, which includes aerial and at-grade facilities in the Project area operated by Grantee for high capacity transportation system purposes and shall inure to the benefit of Grantee, its successors and assigns and shall be binding upon the Property and Grantor, and their respective heirs, successors and assigns.

5. **Insurance.** Grantee shall maintain commercial general liability insurance with reasonable limits of liability covering the Easement Area on activities of Grantee on its agents, employees or contractors upon and the use, maintenance or repair by Grantee or its agent's employees or contractors of the Easement Area. Grantee shall provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee shall have the right to provide the coverage required herein under blanket policies provided that the coverage shall not be diminished by reason thereof.

6. **Legal Proceedings.** The parties hereto agree that in the event it becomes necessary for any party to defend or institute legal proceedings as a result of the failure of either party to comply with this easement, it is understood and agreed that the prevailing party in such litigation shall be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

7. **Recording.** This easement shall be recorded in the real property records of King County, Washington.

Dated and signed on this _____ day of _____, 20____.

Grantor:

By: _____

Its: _____

STATE OF WASHINGTON)
 : ss.
County of)

I certify that I know or have satisfactory evidence that _____ and _____ (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he is/she is /they are) authorized to execute the instrument and acknowledged it as the _____ and _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

(Signature)

(Please print name legibly)

NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My commission expires: _____.

EXHIBIT "A"

R/W No. 440-SL-106
PIN 3323049210
Sound Transit

Grantor's Entire Parcel:

THAT PORTION OF LOT 1, SHORT PLAT 777035, RECORDED UNDER KING COUNTY RECORDING NUMBER 7807270794, AND ADJOINING PORTIONS OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., ALL COMBINED, AS ACQUIRED IN FEE BY SOUND TRANSIT ACCORDING TO THE STIPULATED JUDGEMENT AND DECREE OF APPROPRIATION RECORDED UNDER KING COUNTY RECORDING NUMBER 20090729000240.

[SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

THENCE N03°11'02"E ALONG THE WEST LINE THEREOF AND THE CENTERLINE OF 28TH AVENUE SOUTH, A DISTANCE OF 366.06 FEET (364.84 FEET PER RECORD) TO A POINT WHERE THE SAID WEST LINE AND THE SOUTH LINE OF THAT TRACT LOCATED BY AND SHOWN ON RECORD OF SURVEY RECORDING NUMBER 8703239003, PROJECTED INTERSECT;

THENCE S88°11'14"E A DISTANCE OF 20.01 FEET TO A POINT ON THE EAST MARGIN OF 28TH AVENUE SOUTH, AS CONVEYED TO KING COUNTY BY DEED RECORDED ON MARCH 27TH, 1984, UNDER RECORDING NO. 126437. SAID POINT BEING THE SOUTHWEST CORNER OF THAT TRACT AS SHOWN ON SAID RECORD OF SURVEY RECORDING NUMBER 8703239003, SAID POINT BEING ALSO THE NORTHWEST CORNER OF LOT 1 OF SHORT PLAT 477147, RECORDED UNDER RECORDING NUMBER 770818961, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF GRANTOR'S PARCEL AND THE **TRUE POINT OF BEGINNING**;

THENCE N03°11'02"E ALONG SAID EAST MARGIN A DISTANCE OF 460.12 FEET TO THE NORTHWEST CORNER OF THAT TRACT SHOWN ON SAID RECORD OF SURVEY RECORDING NUMBER 8703239003, AND BEING ALSO THE SOUTHWEST CORNER OF PARCEL "A" AS SHOWN ON AND LOCATED ACCORDING TO THAT OTHER SURVEY RECORDED UNDER RECORDING NUMBER 8906099010;

THENCE N24°47'04"E A DISTANCE OF 108.61 FEET TO A POINT ON THE SOUTH LINE OF LOT 1 OF KING COUNTY SHORT PLAT NUMBER 777035, RECORDED UNDER RECORDING NUMBER, DISTANT 40 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID LOT 1, AS LOCATED ACCORDING TO SAID SURVEY RECORDED UNDER RECORDING NUMBER 8906099010, SAID POINT BEING THE SOUTHWEST CORNER OF PARCEL "C" OF SAID SURVEY;

THENCE N41°27'57"E A DISTANCE OF 196.32 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1 DISTANT 109.80 FEET SOUTHERLY OF THE NORTHEAST CORNER OF SAID LOT 1 AS MEASURED ALONG THE EAST LINE THEREOF;

THENCE S01°35'47"E ALONG SAID EAST LINE A DISTANCE OF 22.42 FEET TO A POINT DISTANT 128.99 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID LOT 1 AS MEASURED ALONG SAID EAST LINE, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 776.75 FEET, TO WHICH POINT OF BEGINNING A RADIAL LINE BEARS N60°05'55"W;

THENCE SOUTHWESTERLY, TO THE LEFT ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°57'14", AN ARC LENGTH OF 351.85 FEET;

THENCE S03°56'51"W A DISTANCE OF 63.32 FEET;

THENCE S03°20'00"W A DISTANCE OF 288.78 FEET TO THE SOUTH LINE OF THE NORTH 560 FEET (MEASURED AT RIGHT ANGLES) OF THE SOUTH 925 FEET OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, SAID 925 FEET BEING MEASURED ALONG THE WEST LINE THEREOF, AS LOCATED ACCORDING TO THE SURVEY RECORDED UNDER RECORDING NUMBER 8906099010, SAID SOUTH LINE BEING ALSO THE NORTH LINE OF LOT 1 OF SHORT PLAT 477147, RECORDED UNDER RECORDING NUMBER 770818961;

THENCE N88°11'14"W ALONG SAID SOUTH LINE A DISTANCE OF 79.04 FEET TO THE TRUE POINT OF BEGINNING.]

EXHIBIT "D"

R/W No. 440-SL-106
PIN 3323049210
Sound Transit

Guideway Easement Area retained by Sound Transit:

COMMENCING AT THE SOUTHWEST CORNER OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A");

THENCE S88°11'14"E ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF 15.23 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID LINE N07°03'34"E, A DISTANCE OF 170.82 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2,560.54 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°33'09", AN ARC DISTANCE OF 114.06 FEET TO THE BEGINNING OF A COMPOUND CURVE HAVING A RADIUS OF 1,924.37 FEET;

THENCE NORTHERLY, TO THE RIGHT ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°12'10", AN ARC DISTANCE OF 107.57 FEET TO THE BEGINNING OF A COMPOUND CURVE HAVING A RADIUS OF 2,450.68 FEET;

THENCE NORTHERLY, TO THE RIGHT ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°22'53", AN ARC DISTANCE OF 101.86 FEET;

THENCE N15°11'46"E A DISTANCE OF 28.68 FEET;

THENCE N61°12'00"W A DISTANCE OF 5.15 FEET;

THENCE N15°18'15"E A DISTANCE OF 24.73 FEET;

THENCE S88°11'29"E A DISTANCE OF 5.78 FEET;

THENCE N15°22'01"E A DISTANCE OF 99.49 FEET TO THE NORTH LINE OF GRANTOR'S PARCEL;

THENCE N41°27'57"E ALONG SAID LINE A DISTANCE OF 73.73 FEET;

THENCE LEAVING SAID LINE S15°22'01"W, A DISTANCE OF 58.98 FEET;

THENCE S74°37'59"E, A DISTANCE OF 2.70 FEET TO THE EAST LINE OF GRANTOR'S PARCEL, BEING THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 776.75 FEET, TO WHICH POINT A RADIAL LINE BEARS N64°11'32"W;

THENCE SOUTHERLY ALONG SAID EAST LINE, TO THE LEFT ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°51'37", AN ARC DISTANCE OF 296.35 FEET;

THENCE S03°56'51"W ALONG SAID EAST LINE A DISTANCE OF 11.90 FEET;

THENCE LEAVING SAID EAST LINE, N78°30'04"W, A DISTANCE OF 2.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 1,891.37 FEET, TO WHICH POINT A RADIAL LINE BEARS N78°30'04"W;

THENCE SOUTHERLY, TO THE LEFT ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°02'39", AN ARC DISTANCE OF 133.50 FEET;

THENCE S07°27'17"W, A DISTANCE OF 98.04 FEET;

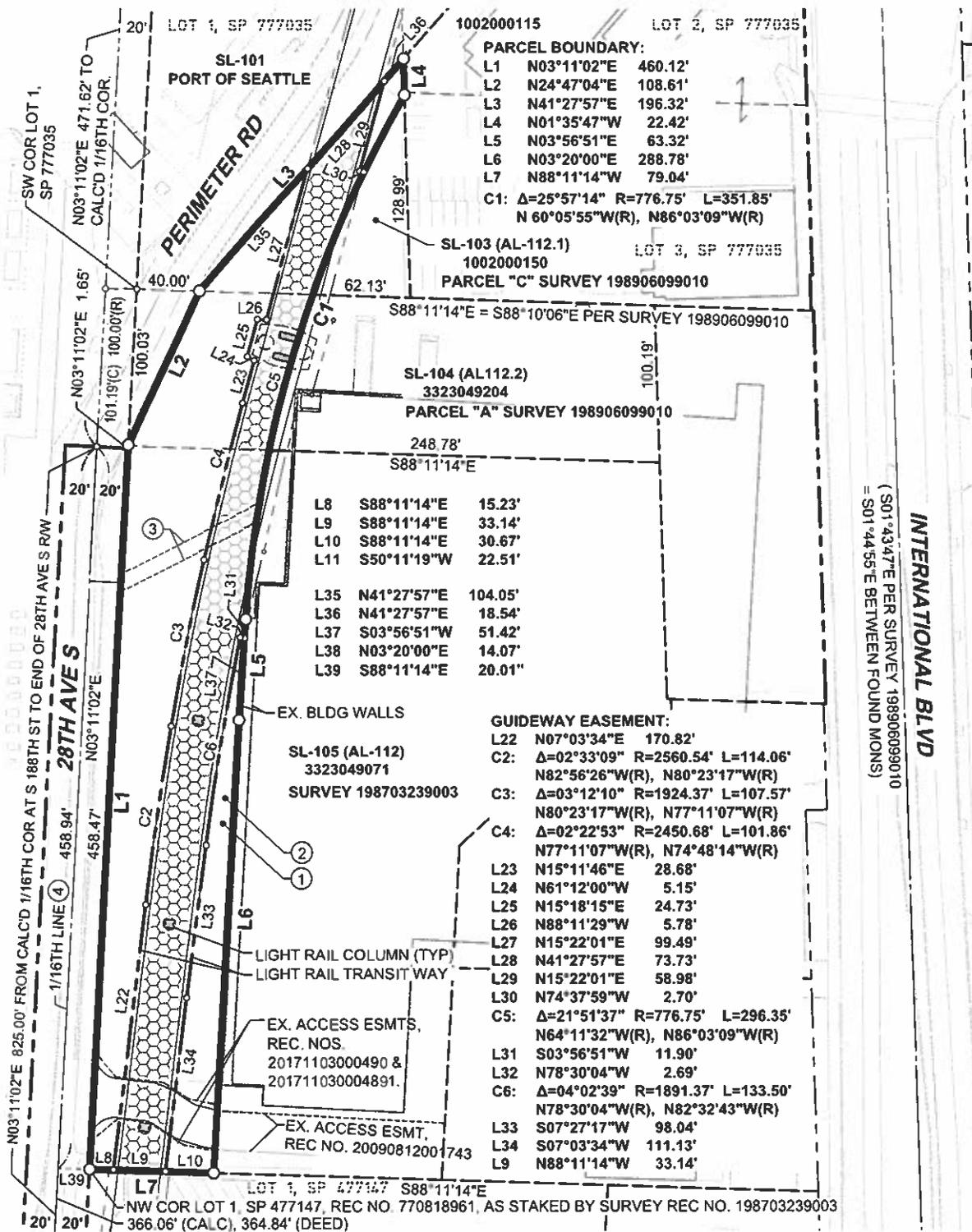
THENCE S07°03'34"W, A DISTANCE OF 111.13 FEET TO THE SOUTH LINE OF GRANTOR'S PARCEL;

THENCE N88°11'14"W ALONG SAID LINE A DISTANCE OF 33.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 20,719 SQUARE FEET, MORE OR LESS.

EXHIBIT "I" GUIDEWAY EASEMENT

NE 1/4 SE 1/4 SEC 33, T 23 N, R 4 E, W.M.



PARCEL BOUNDARY:

L1	N03°11'02"E	460.12'
L2	N24°47'04"E	108.61'
L3	N41°27'57"E	196.32'
L4	N01°35'47"W	22.42'
L5	N03°56'51"E	63.32'
L6	N03°20'00"E	288.78'
L7	N88°11'14"W	79.04'

C1: Δ=25°57'14" R=776.75' L=351.85'
N 60°05'55"W(R), N86°03'09"W(R)

L8	S88°11'14"E	15.23'
L9	S88°11'14"E	33.14'
L10	S88°11'14"E	30.67'
L11	S50°11'19"W	22.51'
L35	N41°27'57"E	104.05'
L36	N41°27'57"E	18.54'
L37	S03°56'51"W	51.42'
L38	N03°20'00"E	14.07'
L39	S88°11'14"E	20.01'

GUIDEWAY EASEMENT:

L22	N07°03'34"E	170.82'
C2:	Δ=02°33'09" R=2560.54' L=114.06'	N82°56'26"W(R), N80°23'17"W(R)
C3:	Δ=03°12'10" R=1924.37' L=107.57'	N80°23'17"W(R), N77°11'07"W(R)
C4:	Δ=02°22'53" R=2450.68' L=101.86'	N77°11'07"W(R), N74°48'14"W(R)
L23	N15°11'46"E	28.68'
L24	N61°12'00"W	5.15'
L25	N15°18'15"E	24.73'
L26	N88°11'29"W	5.78'
L27	N15°22'01"E	99.49'
L28	N41°27'57"E	73.73'
L29	N15°22'01"E	58.98'
L30	N74°37'59"W	2.70'
C5:	Δ=21°51'37" R=776.75' L=296.35'	N64°11'32"W(R), N86°03'09"W(R)
L31	S03°56'51"W	11.90'
L32	N78°30'04"W	2.69'
C6:	Δ=04°02'39" R=1891.37' L=133.50'	N78°30'04"W(R), N82°32'43"W(R)
L33	S07°27'17"W	98.04'
L34	S07°03'34"W	111.13'
L9	N88°11'14"W	33.14'

- ① REC. NO. 20090729000245: MAINTENANCE ESMT. TO PARCELS 1002000150, 3323049204 & 3323049071, OVER ALL SL-106.
- ② REC. NO. 20090729000242: STORM DRAIN ESMT OF UNSPECIFIED SIZE & LOCATION, TO PARCELS 1002000150, 3323049204 & 3323049071, OVER PARCEL SL-106 FOR FACILITIES DEPICTED IN SAID DOCUMENT.
- ③ REC. NO. 20090729000244: ELECTRICAL ESMT TO PARCEL 3323049071.
- ④ 1/16TH LINE CALC'D BY SOUND TRANSIT SURVEY. IT LIES 0.2' TO 0.3' ELY OF THE LINE OF SURVEY REC. NO. 198906099010 (AND ALSO SURVEY 198703239003) WHICH WAS HELD FOR THE LOCATION OF THE N, S & E LINES OF PARCEL SL-106 AND THE BOUNDARIES OF THE EASTERLY ADJACENT PROPERTIES. THE CALC'D SOUTH 1/16TH CORNER HELD HEREON IS 1.28' S x 0.41' E OF THE 1/16TH CORNER PER SAID SURVEY. THE 1/16TH LINE BEARING OF N01°42'50"E PER SAID SURVEY IS CALC'D HEREON AS N03°12'18"E, AND THE PROP LINE BEARING OF N89°40'46"W PER SAID SURVEY IS CALC'D HEREON AS N88°11'14"W.



 SOUNDTRANSIT		PARCEL AREA: <u>50,892 SF</u>
		GUIDEWAY ESMT AREA: <u>20,719 SF</u>
SL-106 EXHIBIT "I"		
ASSESSOR NO.: <u>3323049210</u>	DATE: <u>9/19/18</u>	
OWNER: <u>SOUND TRANSIT</u>		
BLOCK NO.: <u>N/A</u>	LOT NO.: <u>N/A</u>	
CITY OF SEACAC	KING COUNTY, WA	
LINK LIGHT RAIL PROJECT		