

AFTER RECORDING RETURN TO:

City of Burien
Public Works Department
400 SW 152nd Street, Suite #300
Burien, WA 98166-1973

Reference Number of Related Document: _____

Grantor(s): _____

Grantee(s): _____

Abbreviated Legal Description: _____

Additional Legal Description is on attached Exhibits B and C

Assessor's Property Tax Parcel No.: _____

PERMANENT PUBLIC RIGHT OF WAY EASEMENT

THIS EASEMENT is made this ____ day of _____, 2018, between the Port of Seattle ("Grantor") and the City of Burien, a municipal corporation of the State of Washington ("Grantee").

RECITALS

- A. Grantor owns the real property located in the City of Burien, King County, Washington, legally described and depicted on Exhibit A attached hereto and incorporated herein by this reference, and ground leased to a third party for redevelopment ("Premises").
- B. Grantor owns the real property located in the City of Burien, King County, Washington, and legally described and depicted on Exhibit B and Exhibit C attached hereto and incorporated herein by this reference, and located adjacent to the Premises, and to S. 140th Street and Des Moines Memorial Drive.
- C. As a condition to granting the certificate of occupancy for the Premises, Grantee has requested that Grantor grant to Grantee a permanent public right-of-way easement over the Easement Area (defined below) for the purposes described below.

D. In order to facilitate development of the Premises, Grantor has agreed to grant Grantee the requested easement for good and valuable consideration related to the terms and conditions set forth in this Easement Agreement as well as the benefits associated with development of the Premises.

NOW, THEREFORE, the parties agree as follows:

Grantor, for valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the Grantee, its successors and assigns, agents, and licensees a permanent easement for public right-of-way purposes, including but not limited to, vehicular and pedestrian traffic, together with the attendant customary uses, including drainage and utilities, specifically including any utilities placed under the terms of a franchise agreement with, or other permission from, the Grantee, and all other purposes not inconsistent with the Grantee's use, across, under, over, and upon the following described land which the Grantor owns, to wit:

All that portion of the parcel of land described as set forth in attached Exhibit B and Exhibit C (hereinafter the "Easement Area")

The scope and terms of this Easement shall be as follows:

1. Grantee shall have the right to construct, install, operate, maintain, repair and/or replace the following improvements on the Easement Area:

Roadways, sidewalks, curbs and gutters, pavement, signals, street trees, irrigation systems, drainage facilities, streetlights, underground conduits, utilities, retaining walls, and cuts, slopes and fills.

2. Grantor agrees to allow Grantee the right of ingress and egress on the Easement Area for the purpose of construction, operation, maintenance, repair and/or replacement of the improvements described in Paragraph 1.

3. Grantor shall not interfere with the public's right to access and use the improvements installed on the Easement Area pursuant to this Easement.

4. Grantee shall be responsible for ensuring that activities within the Easement Area comply with all applicable federal, state and local laws, regulations, orders, covenants and restrictions.

4.1 Grantee shall restrict the height of structures, objects of natural growth and other obstructions on the Easement Area to an elevation of not more than 416 feet Datum NAVD 88.

4.2 Grantee shall ensure the use of the Easement Area does not interfere with landing or taking off of aircraft at Seattle Tacoma International Airport (“Airport”), or otherwise constitute an “airport hazard.” Any uses that create electrical interference with navigational signals or radio communication between the Airport and aircraft, make it difficult for pilots to distinguish between Airport lights and other, result in glare in the eyes of pilots using the Airport, impair visibility in the vicinity of the Airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, takeoff or maneuvering of aircraft intending to use the Airport shall be deemed an airport hazard.

5. Nondiscrimination.

5.1 Grantee, for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Easement Area, for a purpose for which a United States Department of Transportation/Federal Aviation Administration program or activity is extended or for another purpose involving the provision of similar services or benefits, Grantee shall maintain and operate such facilities and services in compliance with all requirements imposed by the “Acts and Regulations” (as may be amended) such that no person on the grounds of race, color or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities. The “Acts and Regulations” referenced in this Section mean Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the secretary, part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations and Acts may be amended.

5.2 Grantee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (i) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (ii) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from

participation in, denied benefits of, or otherwise be subjected to discrimination, and (iii) Grantee shall use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

5.3 Grantee assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates Grantee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates Grantee or any transferee for the longer of the following periods: (i) the period during which the Easement Area is used for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (ii) the period during which the Port or any transferee retains ownership or possession of the Easement Area. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

5.4 Grantee will, at the timely request of the Port, (a) provide access to records, facilities and staff as necessary to comply with DOT/FAA compliance reviews and/or complaint investigations conducted by the DOT/FAA; and (b) provide information needed for preparation of necessary reports or to meet evaluation requirements of the DOT/FAA.

5.5 Grantee hereby assures that it will include the above clauses in any subcontract(s) and cause subcontractor(s) to similarly include clauses in further subcontracts.

6. Indemnification.

6.1 At Grantee's sole expense, Grantee shall indemnify, hold harmless, and defend Grantor from and against any and all claims, lawsuits, damages, liabilities, fines, expenses, fees and costs of any kind, arising from Grantee's intentional misconduct, negligence, or breach of the representations or warranties contained herein or default in the performance of Grantee's responsibilities under the provisions of this Easement. As used in this Section 4, the term "Grantee" shall include employees, agents, contractors, and persons entering the Premises under the express or implied invitation of Grantee.

6.2 Upon written notice from Grantor, Grantee agrees to assume the defense of any lawsuit or other proceeding brought against Grantor by any entity, relating to any matter covered by this Easement for which Grantee has an obligation to assume liability for and/or save and hold harmless Grantor. Grantee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

7. Insurance. Grantee shall provide the following insurance coverage which it shall obtain from commercial insurance carriers and this coverage shall be maintained throughout the term of the Easement.

7.1 Required Coverage.

7.1.1 Commercial General Liability insurance on ISO Form CG 00 01 10 01 (or an equivalent policy form) for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Grantee's insurance shall be primary and non-contributory with respect to any insurance the Port carries and apply separately to each insured. The Port shall be named as an additional insured on this policy.

7.1.2 Automobile Liability Insurance on a combined single limit basis for bodily injury and property damage using with a limit of not less than \$1,000,000 per occurrence.

7.1.3 Pollution liability coverage with the Port named as an additional insured on the policy, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy coverage shall extend to all sudden and accidental incidents, claims, damages, and losses, including defense costs that are caused by pollution incidents that arise from the operations of the Grantee.

7.2 Insurance Certificates. Grantee shall submit to the Port a Certificate of Insurance which shows that it has obtained the required coverage(s) and a copy of the additional insured endorsement for the commercial general liability insurance policy and the pollution liability policy. The stated insurance limits shall not be construed as to relieve the Grantee from liability in excess of the limits. All deductibles or self-insurance retentions are the responsibility of Grantee.

7.3 Self Insurance. Grantee shall have the option of providing a program of self-insurance in lieu of commercial insurance. "Self-Insurance" shall mean that Grantee is acting as though it were the insurance company providing the required insurance. Grantee will have to provide evidence to the Port that Grantee's self-insurance program demonstrates a financial worth of sufficient capacity to finance claims, losses, and defense obligations that would otherwise be covered by the commercial insurance specified above. If the Port does not accept in whole or in part, Grantee's self-insurance program, Grantee shall provide commercial insurance as required by this Section.

8. This Easement shall be governed by and construed to be in accordance with the laws of the State of Washington. In any action brought to enforce this Easement or to determine the rights of the parties under this Easement, the prevailing party shall be entitled to collect, in addition to any judgment awarded by a court, a reasonable sum as attorney's fees, and all costs and expenses incurred in connection with such a lawsuit. For the purpose of this Easement, the prevailing party shall be that party in whose favor final judgment is rendered or who substantially prevails if both parties are awarded judgment.

9. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Grantee:

City of Burien

400 SW 152nd Street, Suite 300

Burien, WA 98166

Attention: Public Works Director

Copy to: City Attorney

If to Grantor:

Port of Seattle
P.O. Box 1209
Seattle, WA 98111
Attention: _____
Copy to: General Counsel

10. This document contains the entire easement between the parties and any previous easement between the parties dealing with this subject is declared by the parties to be null, void and of no effect whatsoever. There are no verbal or other easements that modify this Easement. Any modification of this Easement must be made in writing and must be signed by the party against whom enforcement of the modification is sought. If any part of this Easement is held invalid, the remainder of this Easement shall not be affected and shall continue in full force and effect. The obligations of the parties hereunder shall survive termination of the Easement.

11. The rights and obligations of the parties shall inure to the benefit of and be binding upon their successors and assigns.

12. This Permanent Public Right-of-Way Easement shall run with the land and be binding upon the grantees, lessees, successors, and assigns of the parties hereto, unless vacated by the City pursuant to State law.

IN WITNESS WHEREOF, Grantor has hereunto set its hand the day and year first above written.

GRANTOR:

PORT OF SEATTLE

By: (Type/Print Name)

Title: _____

GRANTEE:

CITY OF BURIEN

By: (Type/Print Name)

Title: _____

DRAFT

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of the PORT OF SEATTLE, a municipal corporation, 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 _____ day of _____, 20__.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My Commission Expires: _____
Print Name: _____

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of the CITY OF BURIEN, a municipal corporation, 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 _____ day of _____, 20__.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My Commission Expires: _____
Print Name: _____

DRAFT

EXHIBIT "A"

**PORT OF SEATTLE
NERA 3 Lease Area
Property Description**

That portion of property lying within the southeast quarter and the southwest quarter of the southeast quarter of Section 17, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington, described as follows:

Beginning on the westerly margin of Des Moines Memorial Drive, point being the point of tangency as shown on Vista Del Lago, a Condominium, as recorded in volume 235 of Condominium, at pages 41 through 43, King County Washington;
thence southerly along the westerly margin of said Des Moines Memorial Drive to a point on the southerly line of that property described as Parcel "A" in Statutory Warranty Deed, recorded in King County Auditor File Number 20081231000324;
thence along said southerly line and parallel to south line of said subdivision North 88°02'01" West, 137.85 feet,
thence parallel to westerly line of the southwest quarter of the southeast quarter of the southeast quarter of aforesaid Section 17, South 01°21'11" West, 89.46 feet, to the northerly margin of South 144th street; thence along said northerly margin North 88°02'01" West, 485.99 feet to a point on a non-tangent curve, from which the radius point bears South 88°15'06" East;
thence along a 125.00-foot curve concave to the east, through a central angle of 23°51'34" with an arc distance of 52.05 feet;
thence North 25°36'28" East, 38.08 feet;
thence along a 225.00-foot curve concave to the west, through a central angle of 28°44'40" with an arc distance of 112.88 feet;
thence North 03°08'12" West, 277.17 feet;
thence along a 105.00-foot curve concave to the east, through a central angle of 54°06'56" with an arc distance of 99.17 feet;
thence North 50°58'44" East, 46.49 feet;
thence along a 90.00-foot curve concave to the west, through a central angle of 64°43'48" with an arc distance of 101.68 feet;



thence North 13°45'04" West, 36.89 feet;
thence along a 65.00-foot radius curve concave to the southwest, through a central angle of 38°26'17" with an arc distance of 43.61 feet;
thence North 52°11'22" East, 97.26 feet;
thence along a 15.00-foot radius curve concave to the northeast, through a central angle of 46°30'33" with an arc distance of 12.18 feet;
thence North 05°40'49" West, 144.30 feet;
thence along a 90.00-foot radius curve concave to the southwest, through a central angle of 75°49'05" with an arc distance of 119.09 feet;
thence North 81°29'53" West, 31.81 feet;
thence along a 35.00-foot radius curve concave to the northeast, through a central angle of 99°59'23" with an arc distance of 61.08 feet;
thence North 18°29'30" East, 29.63 feet;
thence along a 105.00-foot radius curve concave to the west, through a central angle of 49°27'09" with an arc distance of 90.63 feet;
thence North 30°57'39" West, 20.64 feet;
thence along a 35.00-foot radius curve concave to the east, through a central angle of 32°13'03" with an arc distance of 19.68 feet;
thence North 01°15'24" East, 1.00 feet to a point 30.00 feet south of the right of way center line of South 140th Street;
thence South 88°34'56" East, parallel with the center line of said South 140th Street, to a point of curvature as shown on Vista Del Lago, a Condominium, as recorded in volume 235 of condominium, at pages 41 through 43, King County, Washington;
thence along a 25.00-foot curve concave to the southwest, through a central angle of 96°49'48" with an arc distance of 42.25 feet to the POINT OF BEGINNING.

Containing an area of 19.154 acres more or less.

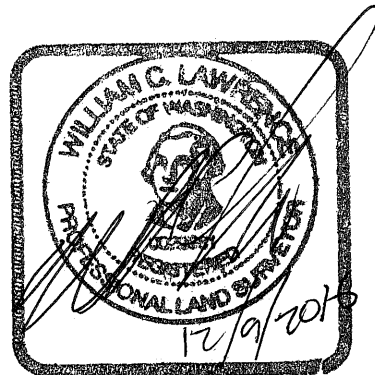


EXHIBIT "B"

RIGHT-OF-WAY DEDICATION

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING NORTH OF A LINE WHICH LIES 30.00 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 140TH STREET.

PARCEL DESCRIPTION:

A TRACT OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN BURIEN, KING COUNTY, WASHINGTON, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING ON THE WESTERLY MARGIN OF DES MOINES MEMORIAL DRIVE, POINT BEING THE POINT OF TANGENCY AS SHOWN ON VISTA DEL LAGO, A CONDOMINIUM, AS RECORDED IN VOLUME 235 OF CONDOMINIUM, AT PAGES 41 THROUGH 43, KING COUNTY WASHINGTON.

THENCE ALONG THE EASTERLY BOUNDARY OF THE TRACT HEREIN DESCRIBED, COINCIDENT WITH THE WESTERLY RIGHT-OF-WAY LINE OF DES MOINES MEMORIAL DRIVE, THE FOLLOWING TWELVE (12) COURSES:

S 08°14' 54" W FOR A DISTANCE OF 125.30 FEET;
N 88°34' 57" W FOR A DISTANCE OF 3.02 FEET;
S 08°14'54" W FOR A DISTANCE OF 56.40 FEET;
S 88°34'57" E FOR A DISTANCE OF 3.02 FEET;
S 08°14'54" W FOR A DISTANCE OF 593.88 FEET;
N 88°18'26" W FOR A DISTANCE OF 2.01 FEET;
S 08°14'54" W FOR A DISTANCE OF 56.32 FEET;
S 08°51'27" W FOR A DISTANCE OF 94.08 FEET;
S 12°19'01" W FOR A DISTANCE OF 56.37 FEET;
S 08°14'54" W FOR A DISTANCE OF 113.85 FEET;
S 88°01'58" E FOR A DISTANCE OF 7.04 FEET;
S 08°14'54" W FOR A DISTANCE OF 44.81 FEET TO THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE ALONG THE SOUTHERLY BOUNDARY OF THE TRACT HEREIN DESCRIBED, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF DES MOINES MEMORIAL DRIVE, THE FOLLOWING TWO (2) COURSES:

N 88°01'45" W FOR A DISTANCE OF 130.80 FEET;
S 01°21'12" W FOR A DISTANCE OF 89.47 FEET TO A POINT ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH 144TH STREET;

THENCE CONTINUING ALONG THE SOUTHERLY BOUNDARY OF THE TRACT HEREIN DESCRIBED, COINCIDENT WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF SOUTH 144TH STREET, N 88°01'58" W FOR A DISTANCE OF 534.86 FEET TO THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE ALONG THE WESTERLY BOUNDARY OF THE TRACT HEREIN DESCRIBED, THE FOLLOWING THREE (3) COURSES:

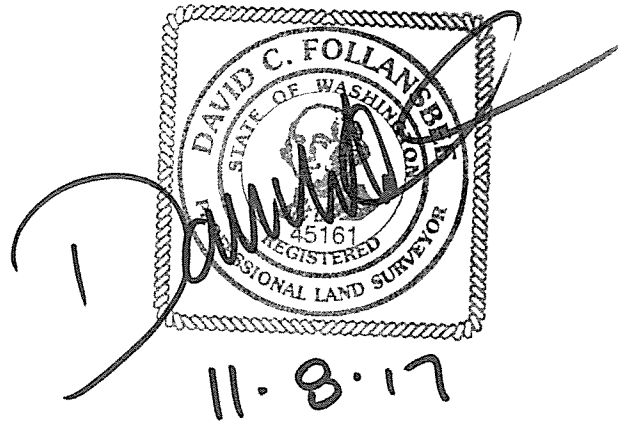
N 01°21'16" E FOR A DISTANCE OF 621.64 FEET;
N 88°18'26" W FOR A DISTANCE OF 195.49 FEET;
N 01°22'38" E FOR A DISTANCE OF 630.70 FEET TO THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED,
ALSO BEING A POINT ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH 140TH STREET;

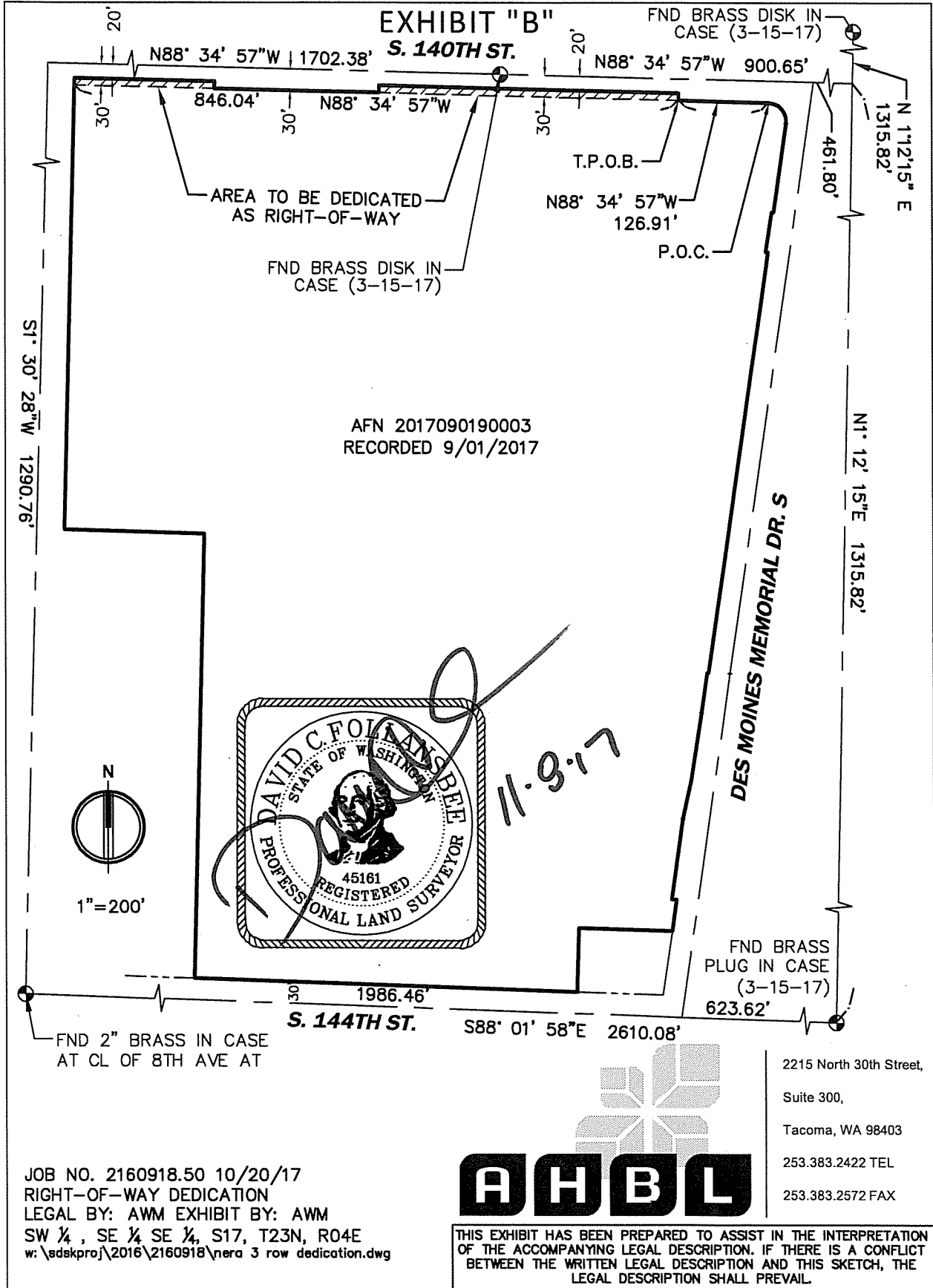
THENCE ALONG THE NORTHERLY BOUNDARY OF THE TRACT HEREIN DESCRIBED, COINCIDENT WITH SAID
SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH 140TH STREET, THE FOLLOWING SEVEN (7) COURSES:

S 88°34'57" E FOR A DISTANCE OF 195.24 FEET;
S 01°21'16" W FOR A DISTANCE OF 10.00 FEET;
S 88°34'57" E FOR A DISTANCE OF 231.00 FEET;
N 01°21'16" E FOR A DISTANCE OF 10.00 FEET;
S 88°34'57" E FOR A DISTANCE OF 419.79 FEET;
S 01°16'45" W FOR A DISTANCE OF 10.00 FEET;
S 88°34'57" E FOR A DISTANCE OF 126.91 FEET TO THE BEGINNING OF A CURVE AT THE INTERSECTION OF SOUTH
140TH STREET AND DES MOINES MEMORIAL DRIVE AT THE NORTHEAST CORNER OF THE TRACT HEREIN
DESCRIBED;

THENCE ALONG A 25-FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 96°49'51" WITH AN
ARC DISTANCE OF 42.25 FEET AND WHOSE LONG CHORD BEARS S 40°10'02" E A DISTANCE OF 37.40 FEET TO THE
POINT OF BEGINNING.

SAID RIGHT-OF-WAY DEDICATION CONTAINS 2,811.96 SQ. FT., MORE OR LESS.





JOB NO. 2160918.50 10/20/17
 RIGHT-OF-WAY DEDICATION
 LEGAL BY: AWM EXHIBIT BY: AWM
 SW ¼, SE ¼ SE ¼, S17, T23N, R04E
 w:\sdsproj\2016\2160918\nera 3 row dedication.dwg



THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.

EXHIBIT "C"

RIGHT-OF-WAY DEDICATION

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING EAST OF THE TO BE DESCRIBED LINE WHICH LIES 37.00 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF DES MOINES MEMORIAL DRIVE.

PARCEL DESCRIPTION:

A TRACT OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN BURIEN, KING COUNTY, WASHINGTON, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING ON THE WESTERLY MARGIN OF DES MOINES MEMORIAL DRIVE, POINT BEING THE POINT OF TANGENCY AS SHOWN ON VISTA DEL LAGO, A CONDOMINIUM, AS RECORDED IN VOLUME 235 OF CONDOMINIUM, AT PAGES 41 THROUGH 43, KING COUNTY WASHINGTON.

THENCE ALONG THE EASTERLY BOUNDARY OF THE TRACT HEREIN DESCRIBED, COINCIDENT WITH THE WESTERLY RIGHT-OF-WAY LINE OF DES MOINES MEMORIAL DRIVE, THE FOLLOWING TWELVE (12) COURSES:

S 08°14' 54" W FOR A DISTANCE OF 125.30 FEET;
N 88°34' 57" W FOR A DISTANCE OF 3.02 FEET;
S 08°14'54" W FOR A DISTANCE OF 56.40 FEET;
S 88°34'57" E FOR A DISTANCE OF 3.02 FEET;
S 08°14'54" W FOR A DISTANCE OF 593.88 FEET;
N 88°18'26" W FOR A DISTANCE OF 2.01 FEET;
S 08°14'54" W FOR A DISTANCE OF 56.32 FEET;
S 08°51'27" W FOR A DISTANCE OF 94.08 FEET;
S 12°19'01" W FOR A DISTANCE OF 56.37 FEET;
S 08°14'54" W FOR A DISTANCE OF 113.85 FEET;
S 88°01'58" E FOR A DISTANCE OF 7.04 FEET;
S 08°14'54" W FOR A DISTANCE OF 44.81 FEET TO THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE ALONG THE SOUTHERLY BOUNDARY OF THE TRACT HEREIN DESCRIBED, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF DES MOINES MEMORIAL DRIVE, THE FOLLOWING TWO (2) COURSES:

N 88°01'45" W FOR A DISTANCE OF 130.80 FEET;
S 01°21'12" W FOR A DISTANCE OF 89.47 FEET TO A POINT ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH 144TH STREET;

THENCE CONTINUING ALONG THE SOUTHERLY BOUNDARY OF THE TRACT HEREIN DESCRIBED, COINCIDENT WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF SOUTH 144TH STREET, N 88°01'58" W FOR A DISTANCE OF 534.86 FEET TO THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE ALONG THE WESTERLY BOUNDARY OF THE TRACT HEREIN DESCRIBED, THE FOLLOWING THREE (3) COURSES:

N 01°21'16" E FOR A DISTANCE OF 621.64 FEET;

N 88°18'26" W FOR A DISTANCE OF 195.49 FEET;

N 01°22'38" E FOR A DISTANCE OF 630.70 FEET TO THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED, ALSO BEING A POINT ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH 140TH STREET;

THENCE ALONG THE NORTHERLY BOUNDARY OF THE TRACT HEREIN DESCRIBED, COINCIDENT WITH SAID SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH 140TH STREET, THE FOLLOWING SEVEN (7) COURSES:

S 88°34'57" E FOR A DISTANCE OF 195.24 FEET;

S 01°21'16" W FOR A DISTANCE OF 10.00 FEET;

S 88°34'57" E FOR A DISTANCE OF 231.00 FEET;

N 01°21'16" E FOR A DISTANCE OF 10.00 FEET;

S 88°34'57" E FOR A DISTANCE OF 419.79 FEET;

S 01°16'45" W FOR A DISTANCE OF 10.00 FEET;

S 88°34'57" E FOR A DISTANCE OF 126.91 FEET TO THE BEGINNING OF A CURVE AT THE INTERSECTION OF SOUTH 140TH STREET AND DES MOINES MEMORIAL DRIVE AT THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE ALONG A 25-FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 96°49'51" WITH AN ARC DISTANCE OF 42.25 FEET AND WHOSE LONG CHORD BEARS S 40°10'02" E A DISTANCE OF 37.40 FEET TO THE POINT OF BEGINNING.

SAID RIGHT-OF-WAY DEDICATION LIES EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A FOUND BRASS PLUG IN CASE AT THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 23 NORTH, RANGE 04 EAST, THENCE ALONG THE SOUTHERLY LINE OF SECTION 17, N 88°01'58" W A DISTANCE OF 623.62 FEET TO THE CENTERLINE INTERSECTION OF DES MOINES MEMORIAL DRIVE AND SOUTH 144TH STREET; THENCE COINCIDENT WITH THE CENTERLINE OF DES MOINES MEMORIAL DRIVE, N 08°14'54" E A DISTANCE OF 116.10 FEET; THENCE LEAVING THE CENTERLINE OF DES MOINES MEMORIAL DRIVE, N 81°45'06" W A DISTANCE OF 37.00 FEET TO A POINT ALONG THE SOUTHEASTERLY BOUNDARY OF THE ABOVE DESCRIBED PARCEL AND THE **TRUE POINT OF BEGINNING** OF THE DESCRIBED LINE;

THENCE PARALLEL WITH AND 37.00 FEET EASTERLY OF THE CENTERLINE OF DES MOINES MEMORIAL DRIVE, N 08°14'54" E A DISTANCE OF 44.81 FEET TO A POINT ALONG THE EASTERLY BOUNDARY OF THE ABOVE DESCRIBED PARCEL AND THE **POINT OF TERMINATION** FOR SAID DESCRIBED LINE.

SAID RIGHT-OF-WAY DEDICATION CONTAINS 313.70 SQ. FT., MORE OR LESS.

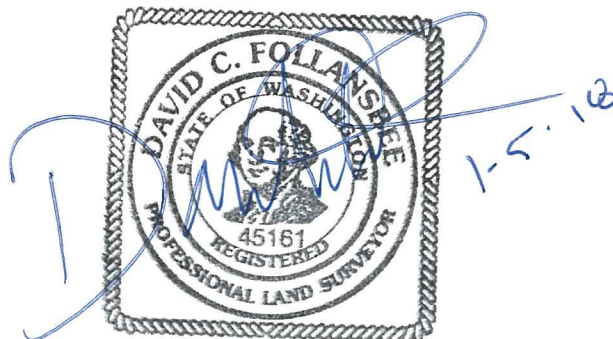
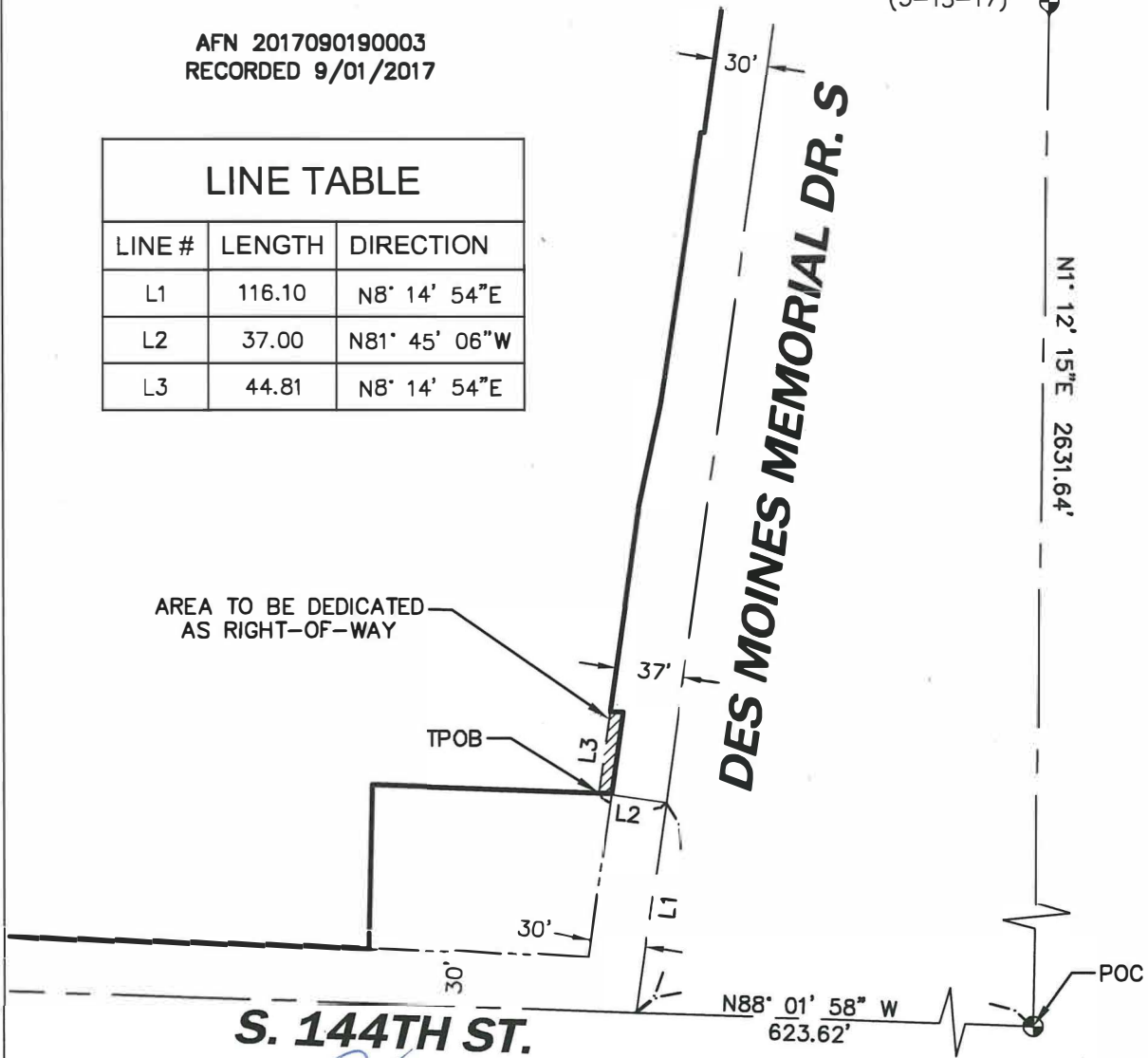


EXHIBIT "C"

AFN 2017090190003
RECORDED 9/01/2017

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	116.10	N8° 14' 54"E
L2	37.00	N81° 45' 06"W
L3	44.81	N8° 14' 54"E

FND BRASS DISK IN CASE
E 1/4, S17, T23N, R04E
(3-15-17)



AREA TO BE DEDICATED
AS RIGHT-OF-WAY

TPOB

DES MOINES MEMORIAL DR. S

S. 144TH ST.

N88° 01' 58" W
623.62'

FND BRASS PLUG IN CASE
SE CORNER OF S. 17, T23N, R04E
(3-15-17)



1" = 100'

2215 North 30th Street,
Suite 300,
Tacoma, WA 98403
253.383.2422 TEL
253.383.2572 FAX



JOB NO. 2160918.50 1/4/18
RIGHT-OF-WAY DEDICATION
LEGAL BY: AWM EXHIBIT BY: AWM
SW ¼, SE ¼ SE ¼, S17, T23N, R04E
w:\sdekproj\2016\2160918\new 3 row dedication des
moines memorial dr.dwg

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.