

Ordinance No. 123323

Council Bill No. 116876

AN ORDINANCE relating to Seattle Public Utilities; authorizing the purchase of approximately 67.7 acres of real property in Section 36, Township 23 North, Range 8 East, W.M. in King County, Washington, commonly called the Mount Washington property, adjacent to the Cedar River Municipal Watershed, from the Washington State Parks and Recreation Commission, granting a recreational trail easement over a portion of the property, and ratifying and confirming certain prior acts.

CF No. \_\_\_\_\_

Date Introduced:	<u>JUNE 7, 2010</u>	
Date 1st Referred:	To:	Seattle Public Utilities and Neighborhoods
Date Re - Referred:	To:	(committee)
Date Re - Referred:	To:	(committee)
Date of Final Passage:	Full Council Vote:	
<u>6/14/10</u>	<u>8-0</u>	
Date Presented to Mayor:	Date Approved:	
<u>6/14/10</u>	<u>6-21-10</u>	
Date Returned to City Clerk:	Date Published:	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
<u>6-23-10</u>		
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

# The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: \_\_\_\_\_  
Councilmember

## Committee Action:

6/8/10      2-0 (MO, PC)      CA  
PASSED  
6/14/10 Full Council 8-0 (Excused: Bagshaw)

This file is complete and ready for presentation to Full Council. Committee: \_\_\_\_\_  
(initial/date)

*Law Department*

Law Dept. Review      OMP Review      City Clerk Review      Electronic Copy Loaded      Indexed

ORDINANCE 123323

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4 AN ORDINANCE relating to Seattle Public Utilities; authorizing the purchase of approximately  
5 67.7 acres of real property in Section 36, Township 23 North, Range 8 East, W.M. in  
6 King County, Washington, commonly called the Mount Washington property, adjacent to  
7 the Cedar River Municipal Watershed, from the Washington State Parks and Recreation  
8 Commission, granting a recreational trail easement over a portion of the property, and  
9 ratifying and confirming certain prior acts.

10 WHEREAS, the City, acting through and by Seattle Public Utilities ("SPU"), owns and manages  
11 the more than 92,000-acre Cedar River Municipal Watershed ("Watershed"), which is  
12 both a source of unfiltered drinking water for Seattle and surrounding communities and  
13 home to many species of fish and wildlife; and

14 WHEREAS, the State of Washington, through its Parks and Recreation Commission ("State"),  
15 desires to sell approximately 67.7 acres of undeveloped real property it currently owns  
16 and manages within Iron Horse Park, commonly referred to as the Mount Washington  
17 property ("Property"), adjacent to the northern boundary of the Watershed and within a  
18 portion of the hydrographic boundary not yet owned by the City; and

19 WHEREAS, SPU has determined that purchasing the Property will achieve its critical  
20 management objectives for the Watershed including: (1) increasing control of lands  
21 draining to the municipal water supply, (2) avoiding future risk and costs associated with  
22 illegal trespass in and around the Watershed, (3) reducing risk and liability costs  
23 associated with State's future construction of a proposed recreational trail near the  
24 Watershed, which may cross a small portion of the Property, and (4) providing a  
25 sustainably long term partnership with State; and

26 WHEREAS, SPU and State have agreed to a Purchase and Sale Agreement which includes SPU  
27 granting an approximately ten-foot wide and 3,300-foot long trail easement across a  
28 small portion of the Property for the future construction of a proposed recreational trail  
by State; NOW, THEREFORE,

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

29 Section 1. The Director of Seattle Public Utilities, or his designee, is hereby authorized  
30 to purchase approximately 67.7 acres of undeveloped real property commonly called the Mount  
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1  
2 Washington property, legally described in Attachment 1 and depicted in Attachments 2 and 3, for  
3 \$340,000 from the Washington State Parks and Recreation Commission, to grant a recreational  
4 trail easement over a portion of the Property as legally described in Attachment 1 and depicted in  
5 Attachment 3, and to execute any necessary documents, accept or deliver any necessary deeds, or  
6 take any other actions reasonably necessary to effectuate this ordinance.  
7

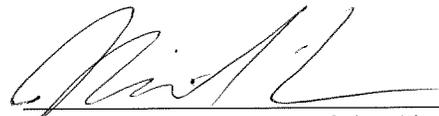
8 Section 2. The Property acquired pursuant to this ordinance shall be placed under the  
9 jurisdiction of Seattle Public Utilities.  
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1 Section 3. Any act pursuant to the authority and prior to the effective date of this  
2 ordinance is hereby ratified and confirmed.

3 Section 4. This ordinance shall take effect and be in force 30 days from and after its  
4 approval by the Mayor, but if not approved and returned by the Mayor within ten days after  
5 presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

6 Passed by the City Council the 14<sup>th</sup> day of June, 2010, and  
7 signed by me in open session in authentication of its passage this 14<sup>th</sup> day of  
8 June, 2010.

9  
10   
11 President \_\_\_\_\_ of the City Council

12 Approved by me this 21<sup>st</sup> day of June, 2010.

13  
14   
15 Michael McGinn, Mayor

16 Filed by me this 23<sup>rd</sup> day of June, 2010.

17  
18   
19 City Clerk

20 (Seal)

- 21  
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24 Attachment 1: Real Property and Trail Easement Description  
25 Attachment 2: Regional Setting – Mt. Washington Property Acquisition  
26 Attachment 3: Map of Mt. Washington Property Acquisition



## Real Property and Trail Easement Description

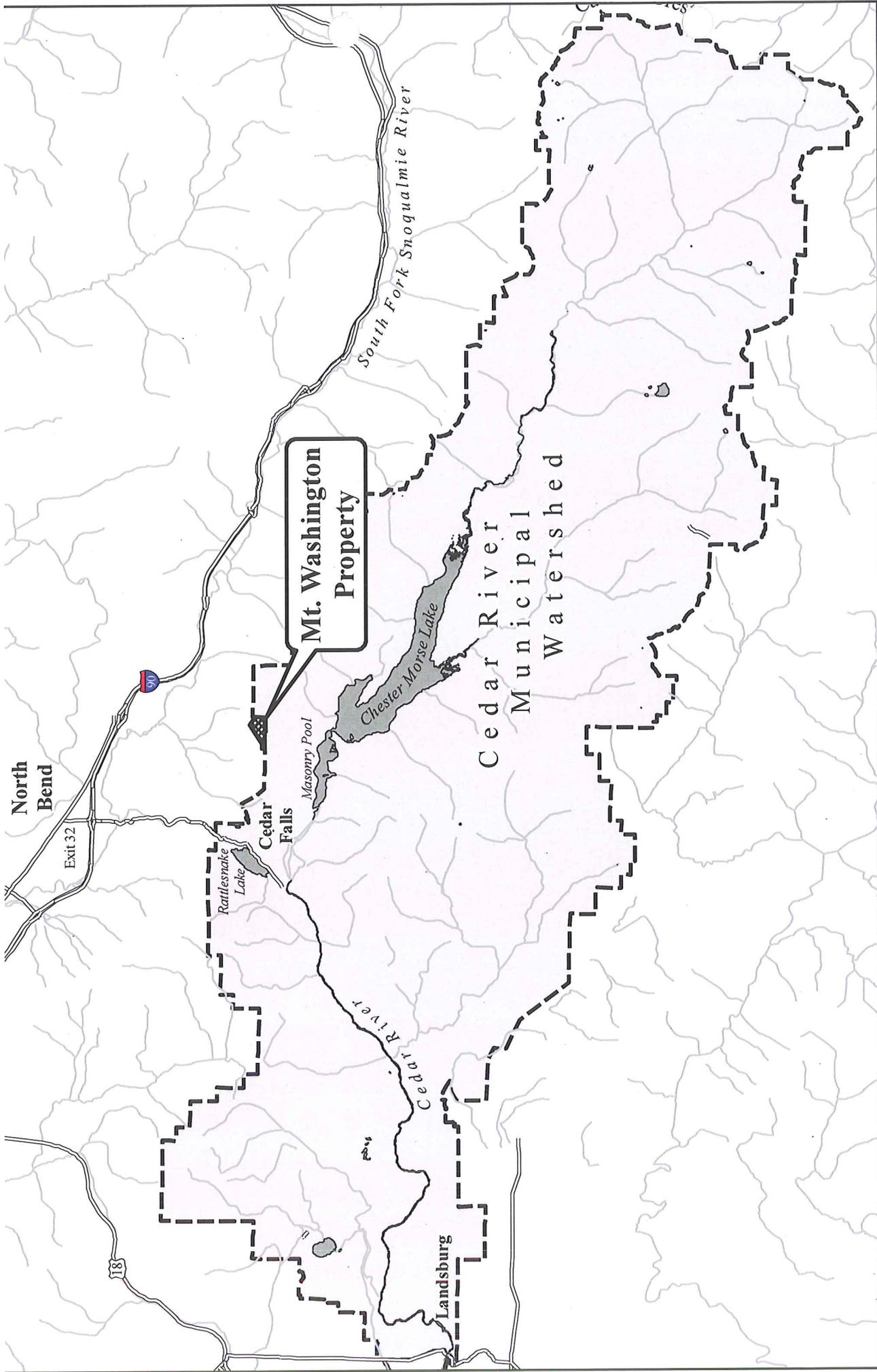
That portion of the South half of Section 36, Township 23 North, Range 8 East, W.M. located in King County, Washington, being particularly described as follows:

Beginning at the Southeast corner of said Section 36,  
Thence North  $87^{\circ}55'06''$  West along the South line of said subdivision, a distance of 2619.86 feet to the South quarter corner of said Section 36;  
Thence continuing North  $87^{\circ}55'06''$  West along the South line of said subdivision, a distance of 623.28 feet;  
Thence North  $00^{\circ}01'52''$  West, a distance of 351.75 feet;  
Thence South  $89^{\circ}58'42''$  East, a distance of 90.00 feet;  
Thence South  $85^{\circ}23'18''$  East, a distance of 194.15 feet;  
Thence North  $22^{\circ}32'57''$  East, a distance of 16.89 feet;  
Thence South  $89^{\circ}59'57''$  East, a distance of 399.86 feet;  
Thence North  $59^{\circ}32'54''$  East, a distance of 2127.33 feet;  
Thence South  $37^{\circ}27'36''$  East, a distance of 82.98 feet;  
Thence South  $41^{\circ}04'37''$  East, a distance of 49.27 feet;  
Thence South  $59^{\circ}07'53''$  East, a distance of 130.91 feet;  
Thence South  $61^{\circ}46'44''$  East, a distance of 185.61 feet;  
Thence South  $70^{\circ}23'28''$  East, a distance of 211.31 feet;  
Thence North  $80^{\circ}50'20''$  East, a distance of 144.41 feet to the East line of said subdivision;  
Thence South  $01^{\circ}29'09''$  West along said East line a distance of 1250.06 feet to the Point of Beginning.

Containing an area of 2,947,552 square feet, or 67.6665 acres, more or less;

Subject to a Trail Easement for a recreational trail up to ten (10) feet wide and approximately 3,300 linear feet for a total area of 33,000 square feet or 0.76 acres more or less, in an alignment located along the northern boundary of the parcel for the purposes of the proposed Olallie Mountain Biking Trail.



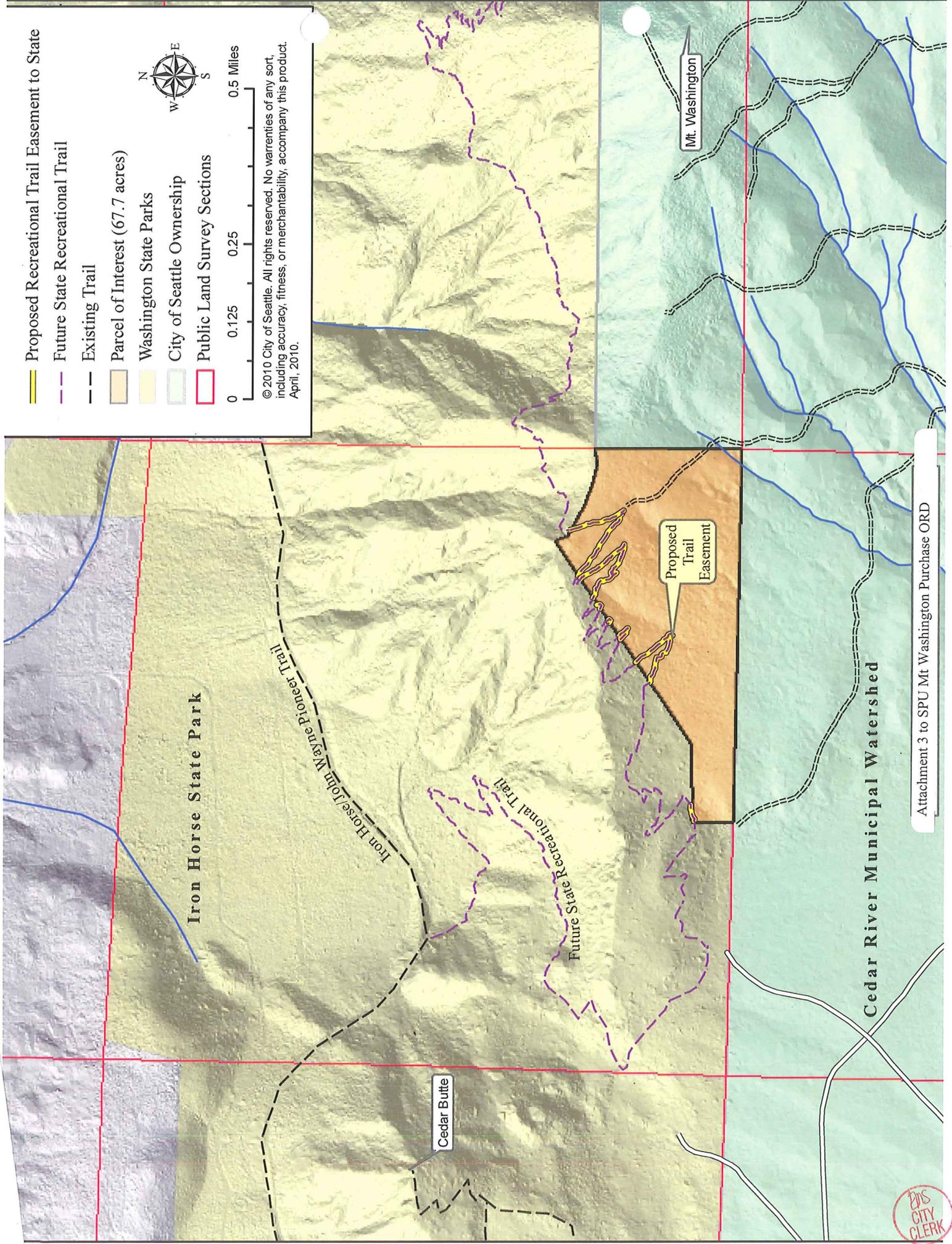


Regional Setting  
 Mt. Washington Property Acquisition

-  Proposed Recreational Trail Easement to State
-  Future State Recreational Trail
-  Existing Trail
-  Parcel of Interest (67.7 acres)
-  Washington State Parks
-  City of Seattle Ownership
-  Public Land Survey Sections



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**FISCAL NOTE FOR CAPITAL PROJECTS ONLY**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>DOF Analyst/Phone:</b>
Seattle Public Utilities	Clayton Antieau/3-3711	Karen Grove/4-5805

**Legislation Title:** AN ORDINANCE relating to Seattle Public Utilities; authorizing the purchase of approximately 67.7 acres of real property in Section 36, Township 23 North, Range 8 East, W.M. in King County, Washington, commonly called the Mount Washington property, adjacent to the Cedar River Municipal Watershed, from the Washington State Parks and Recreation Commission, granting a recreational trail easement over a portion of the property, and ratifying and confirming certain prior acts.

**Summary and Background of the Legislation:**

<b>Project Name:</b>	<b>Project ID:</b>	<b>Project Location:</b>	<b>Start Date:</b>	<b>End Date:</b>
Cedar River - Boundary Land Acquisition	C109017	Mt. Washington Property; Section 35, T23N, R8E adjacent to the Cedar River Municipal Watershed	June 1, 2010	July 31, 2010

*\*Start and end dates refer to the approval of legislation and property sale's closing for the proposed Mt. Washington property acquisition only. These dates do not pertain to C109017 (Cedar River - Boundary Land Acquisition) as a whole, which has a start date of Q1 1999 and is a multi-year, ongoing project.*

The ordinance authorizes the Director of Seattle Public Utilities to purchase 67.7 acres of vacant land from the Washington State Parks and Recreation Commission, a willing seller. The City protects its Cedar River water supply and minimizes its water treatment requirements by managing activities, conditions, and risks that can adversely affect source water quality. Property ownership has been the cornerstone of these watershed protection efforts and, by the end of the 20th Century, the City owned almost all of the property within the Cedar River hydrographic watershed boundary. Some exceptions remain.

SPU strategically targeted the Mt. Washington property for acquisition because it is one of the largest areas within the hydrographic watershed boundary not owned by the City. With the State's concurrence, this property was prepared for purchase through SPU's multi-year ongoing CIP project to acquire boundary lands around the Cedar River Municipal Watershed. The property is valuable to SPU because it offers strategic and heightened benefit and certainty related to: 1) increased control of lands draining to the Cedar River municipal water supply; 2) avoidance of risk and costs associated with illegal trespass in and around the Cedar River Municipal Watershed; 3) reduced risk and liability costs associated with the State's future construction of a recreational trail ("Olallie Trail") near the Cedar River Municipal Watershed; and 4) maintenance of a sustainable long term partnership with the State.

There is no immediate rate impact as this project is fully accounted for in current water rates.



For illustrative purposes, if this project were to be simply added on top of current rates, it would represent approximately 0.1 percent of the 2010 water rate.

- Please check any of the following that apply:

       **This legislation creates, funds, or anticipates a new CIP Project.** (Please note whether the current CIP is being amended through this ordinance, or provide the Ordinance or Council Bill number of the separate legislation that has amended/is amending the CIP.)

       **This legislation does not have any financial implications.** (Stop here and delete the remainder of this document prior to saving and printing.)

  X   **This legislation has financial implications.** (Please complete all relevant sections that follow.)

*Appropriations:* This table should detail existing appropriations and reflect appropriations that are a direct result of this legislation. If this legislation does not directly change an appropriation, but has budget impacts, please explain in the notes section below:

Fund Name and Number	Department	Budget Control Level*	Existing 2010 Appropriation (Allocation)	New 2010 Appropriation (if any)	2011 Anticipated Appropriation
<b>TOTAL</b>					

\*See budget book to obtain the appropriate Budget Control Level for your department.

*Notes:* No additional appropriation is being sought by this legislation. The negotiated purchase price for this land is \$340,000, with up to an additional \$58,000 in related expenses (appraisals, title costs, and escrow costs, etc.). The 2010 Adopted Water Fund Capital Budget includes \$298,000 in appropriations for this capital activity (C109017 Cedar River Boundary Land Acquisition). However, sufficient appropriations are available at the budget control level (BCL C130B Watershed Stewardship) to fund the expected incremental expense over the adopted budget amount.

Once acquired, this property will require future expenditures of less than \$1,500 for boundary posting and other minor security measures. These land-related expenditures will be paid for out of the existing Water Fund O&M budget.



**Spending Plan and Future Appropriations for Capital Projects:** Please list the timing of anticipated appropriation authority requests and expected spending plan. In addition, please identify your cost estimate methodology including inflation assumptions, the projected costs of meeting applicable LEED standards, and the percent for art and design as appropriate.

Spending Plan and Budget	2010	2011	2012	2013	2014	2015	Total
Spending Plan	\$398,000	0	0	0	0	0	\$398,000
Current Year Appropriation	\$298,000						
Future Appropriations		0	0	0	0	0	0

**Notes:** As described above, the 2010 Adopted Water Fund Capital Budget includes \$298,000 in appropriations for this capital activity (C109017 Cedar River - Boundary Land Acquisition). However, sufficient appropriations are available at the budget control level (BCL C130B Watershed Stewardship) to fund the expected incremental expense over the adopted budget amount.

**Funding source:** Identify funding sources including revenue generated from the project, and the expected level of funding from each source. When applicable, make a notation indicating the source of funds is paying for debt service.

Funding Source (Fund Name and Number, if applicable)	2010	2011	2012	2013	2014	2015	Total
43000 Water Fund	\$398,000	0	0	0	0	0	\$398,000
<b>TOTAL</b>	\$398,000	0	0	0	0	0	\$398,000

**Notes:**

**Bond Financing Required:** If the project or program requires financing, please list type of financing, amount, interest rate, term and annual debt service or payment amount. Please include issuance costs of 3% in listed amount.

Type	Amount	Assumed Interest Rate	Term	Timing	Expected Annual Debt Service/Payment
Fixed Rate	\$327,952	3.6%	30	1/2010	\$18,055
<b>TOTAL</b>	\$327,952				\$18,055

**Notes:** No future bonds will be issued for this project. It will be financed with bonds issued in January 2010, which are managed at the fund level. Amounts above are illustrative of this project's contribution to debt service. On average, 80 percent of Water Fund project costs are financed with debt, with the remainder financed with cash. The above funding amount includes 3



percent in issuance costs.

**Uses and Sources for Operation and Maintenance Costs for the Project:** Estimate cost of one-time startup, operating and maintaining the project over a six year period and identify each fund source available. Estimate the annual savings of implementing the LEED Silver standard. Identify key assumptions such as staffing required, assumed utility usage and rates and other potential drivers of the facility's cost.

O&M	2010	2011	2012	2013	2014	2015	Total
<b>Uses</b>							
Start Up	\$1,500						
On-going							
<b>Sources (itemize)</b>							

**Notes:** There is no opportunity to implement the LEED Silver standard.

**Periodic Major Maintenance costs for the project:** Estimate capital cost of performing periodic maintenance over life of facility. Please identify major work items, frequency.

Major Maintenance Item	Frequency	Cost	Likely Funding Source
<b>TOTAL</b>			

**Notes:** Not applicable

**Funding sources for replacement of project:** Identify possible and/or recommended method of financing the project replacement costs. There are no replacement costs associated with this proposed property acquisition.

**Total Regular Positions Created, Modified, Or Abrogated Through This Legislation, Including FTE Impact:** This table should only reflect the actual number of positions created by this legislation. In the event that positions have been, or will be, created as a result of previous or future legislation or budget actions, please provide details in the Notes section below the table.

Position Title and Department*	Position # for Existing Positions	Fund Name & #	PT/FT	2010 Positions	2010 FTE	2011 Positions **	2011 FTE **
<b>TOTAL</b>							

\* List each position separately

\*\* 2011 positions and FTE are total 2011 position changes resulting from this legislation, not incremental changes. Therefore, under 2011, please be sure to include any continuing



*positions from 2010.*

**Notes:** No positions will be created, modified, or abrogated by this proposed legislation.

- **Do positions sunset in the future?** *(If yes, identify sunset date):* Not applicable. No positions will be created, modified, or abrogated by this legislation.
- **What is the financial cost of not implementing the legislation:** *(Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented):* This property acquisition was presented to SPU's Asset Management Committee (AMC) during a programmatic review and approval in April 2006. The AMC reviewed three options: do nothing, seek conservation easements or other "less-than-fee" options, or continue the City's long-standing practice of controlling land use on source lands for the City's municipal water supplies through fee acquisition. Based on the history of the City's ownership of its municipal drinking water supply and the recognized benefits related to watershed security, land management, and water quality protection, the AMC agreed that purchasing the property would provide the best value to SPU ratepayers. While the costs of not implementing this legislation are difficult to quantify, those costs are associated with increased trespass into the Cedar River Municipal Watershed and reduced control of land use occurring on lands draining to the Cedar municipal water supply.
- **Does this legislation affect any departments besides the originating department?** *(If so, please list the affected department(s), the nature of the impact (financial, operational, etc.), and indicate which staff members in the other department(s) are aware of this Bill.):* No other Departments will be affected by this legislation.
- **What are the possible alternatives to the legislation that could achieve the same or similar objectives** *(Include any potential alternatives to the proposed legislation, including using an existing facility to fulfill the uses envisioned by the proposed project, adding components to or subtracting components from the total proposed project, contracting with an outside organization to provide the services the proposed project would fill, or other alternatives):* See alternatives reviewed by the AMC under "what is the financial cost of not implementing the legislation" above.
- **Is the legislation subject to public hearing requirements:** *(If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future?):* No

- **Other Issues** (*including long-term implications of the legislation*): None.
- **List attachments to the fiscal note below:** (*Please include headers with version numbers on all attachments, as well footers with the document's name (e.g., DOF Property Tax Fisc Att A)*): None.



**Michael McGinn**  
Mayor of Seattle

May 25, 2010

Honorable Richard Conlin  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill authorizing the Director of Seattle Public Utilities to purchase 67.7 acres of real property from the Washington State Parks and Recreation Commission and granting a trail easement within that property to the State. The property is within the Iron Horse State Park, adjacent to the Cedar River Municipal Watershed boundary, and within the hydrographic watershed for the City's municipal drinking water supply.

The City has protected its Cedar River water supply and minimized water treatment requirements by managing activities, conditions, and risks potentially affecting source water quality. Property ownership has been the cornerstone of Seattle's water quality protection strategy and, by the end of the 20<sup>th</sup> Century, the City owned almost all of the land within the Cedar River watershed. However, some properties in the watershed remain outside of City ownership.

This real estate purchase will increase SPU's control of lands draining to our water supply; reduce risk and costs associated with illegal trespass in and around the watershed; and reduce risk and liability costs related to the future State construction of a recreational trail near the watershed.

Thank you for considering this legislation and supporting protection of an important source of Seattle and the region's water supply. If you have questions, please contact either Audrey Hansen at 684-5877, or Clayton Antieau at 233-3711.

Sincerely,

Michael McGinn  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Office of the Mayor  
600 4<sup>th</sup> Avenue, 7<sup>th</sup> Floor  
PO Box 94749  
Seattle, WA 98124-4749

Tel (206) 684-7000  
Fax (206) 684-5360  
TDD (206) 615-0476  
mike.mcgin@seattle.gov



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STATE OF WASHINGTON – KING COUNTY

--SS.

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256755  
CITY OF SEATTLE, CLERKS OFFICE

No. TITLE ONLY

**Affidavit of Publication**

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

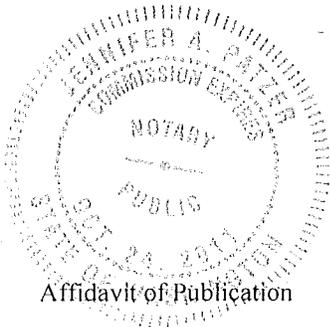
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:123321,323-329

was published on

06/25/40

The amount of the fee charged for the foregoing publication is the sum of \$ 122.85, which amount has been paid in full.



*[Handwritten Signature]*

Subscribed and sworn to before me on

06/25/40

*[Handwritten Signature]*

Notary public for the State of Washington,  
residing in Seattle

# City of Seattle

## TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on June 14, 2010, and published here by title only, will be mailed upon request, or can be accessed at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

State

King County

### ORDINANCE NO. 123321

AN ORDINANCE relating to Seattle Public Utilities and the Department of Neighborhoods; declaring the SW Barton Street Pump Station property, located at the southwest corner of SW Barton Street and 34th Avenue SW, Seattle, as surplus to utility needs, and authorizing transfer of the property's jurisdiction from Seattle Public Utilities to the Seattle Department of Neighborhoods for the establishment of a community garden.

### ORDINANCE NO. 123323

AN ORDINANCE relating to Seattle Public Utilities; authorizing the purchase of approximately 67.7 acres of real property in Section 36, Township 23 North, Range 8 East, W.M. in King County, Washington, commonly called the Mount Washington property, adjacent to the Cedar River Municipal Watershed, from the Washington State Parks and Recreation Commission, granting a recreational trail easement over a portion of the property, and ratifying and confirming certain prior acts.

### ORDINANCE NO. 123324

AN ORDINANCE relating to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to accept an easement for water, sewer and drainage infrastructure in 7040 36th Avenue NE, Seattle, and declaring an easement in the above property surplus to the City of Seattle's needs.

### ORDINANCE NO. 123325

AN ORDINANCE relating to the Transportation Strategic Plan; amending Ordinance 123177, which adopted the 2010 Budget, by restricting the use of appropriations for the update to the Transportation Strategic Plan's Seattle Transit Plan element.

### ORDINANCE NO. 123326

AN ORDINANCE relating to the construction of a new Fire Station 21; transferring jurisdiction of a portion of Lots 18, 19, 20 and 21, Block 2, Hillman's Lake Front Addition to the City of Seattle, Division Number 3, from the Fleets and Facilities Department or its successors to the Seattle Department of Transportation for street purposes to widen the alleyway in said block; and laying off, opening, widening, extending, and establishing the alleyway on the property transferred.

### ORDINANCE NO. 123327

AN ORDINANCE vacating the alley in Block 70, Terry's 1st Addition to the Town of Seattle, on the petition of FH, LLC, a Washington limited liability company; and accepting a Property Use and Development Agreement related herein (Clerk File 307256).

### ORDINANCE NO. 123328

AN ORDINANCE relating to the Mercer Corridor Project; removing restrictions in the 2009 Adopted Budget and the 2010 Adopted Budget that limit the Seattle Department of Transportation's spending on the

Mercer Corridor Project; and removing restrictions in the First Quarter 2009 Supplemental Budget Ordinance that limits Seattle City Light's spending on the Mercer Corridor Relocations Project.

### ORDINANCE NO. 123329

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Publication ordered by the City Clerk  
Date of publication in the Seattle Daily Journal of Commerce, June 25, 2010.

6/25(256755)

FILED  
CITY OF SEATTLE  
11 JAN -3 AM 10:34  
CITY CLERK

WHEN RECORDED RETURN TO:

SPU REAL PROPERTY SERVICES  
Attn: Audrey Hansen, Manger  
PO Box 34018  
Seattle, WA 98124-44018



20100730000132

CHICAGO TITLE AG 72.00  
PAGE-001 OF 011  
07/30/2010 09:38  
KING COUNTY, WA

# Chicago Title Insurance Company

701 5th Avenue - Suite 3300 - Seattle, Washington 98104

**DOCUMENT TITLE(S)**

1. TRAIL EASEMENT AGREEMENT

**REFERENCE NUMBER(S) OF DEED:** 20100730 00031

**GRANTOR(S):**

1. CITY OF SEATTLE

11 pg  
CHICAGO TITLE INS. CO  
REF# 13059 & S-6

**GRANTEE(S):**

1. WASHINGTON STATE PARKS AND RECREATION COMMISSION

**ABBREVIATED LEGAL DESCRIPTION**

Section: 36 Township: 23N Range: 8E Portion OF South 1/2

Complete legal description on page 2 of document

**ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S): 362308-9001**

(Check if applicable and sign below) I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

\_\_\_\_\_  
Signature

This cover sheet is for the County Recorder's indexing purposes only. The Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Recording Requested By And  
When Recorded Mail To:  
Audrey Hansen, Manager  
SPU Real Property Services  
P O Box 34018  
Seattle, WA 98124-44018

Document Type:	Trail Easement
Reference Number of Related Document:	_____
Grantor(s):	City of Seattle
Grantee(s):	Washington State Parks and Recreation Commission
Legal Description (abbreviated):	Pt. of S1/2 Sec 36, T23N, R8E, W.M.
Assessor's Tax Parcel Number:	3623089001

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### TRAIL EASEMENT AGREEMENT

This TRAIL EASEMENT, granted this 30<sup>th</sup> day of July, 2010, by the City of Seattle, a Washington municipal corporation, acting through and by Seattle Public Utilities, ("Grantor"), to the State of Washington, acting through the Washington State Parks and Recreation Commission ("Grantee").

WHEREAS, pursuant to King County Recording No. 2010 0730000131 Grantor purchased approximately 67.7 acres of property from Grantee ("Grantor's Property"), subject to Grantee reserving the right for a trail easement for the purpose of constructing the proposed Olallie Recreational Trail ("Trail Easement") under certain terms and conditions.

WITNESSETH: Grantor, for and in consideration of Ten (10) and No/100 dollars (\$10) and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its successors and assigns, a nonexclusive easement for the right, privilege and authority to construct, reconstruct, improve, repair, operate and maintain the proposed Olallie Recreational Trail ("Trail") over property located in the Southeast ¼ of Section 36, Township 23 North, Range 8 East, W.M. in King County, Washington. The "Easement Area" is legally described as follows:

A strip of land up to ten (10) feet wide, located along the northern boundary of Grantor's Property, consisting of a recreational trail of approximately four (4) feet in width with an additional three (3) feet on either side for clearing purposes, with an alignment as more particularly depicted in Attachment A herein ("Proposed Alignment"), which is approximately 3,300 linear feet containing a total area of 33,000 square feet or 0.76 acres more or less.

#### 1. Purpose and Limitations on Use.

- a. Purpose. This Trail Easement is limited to public recreational trail purposes only.

b. Limitations on Use.

- i. The Easement Area may only be used by equestrians, pedestrians, bicyclists, or persons using other non-motorized, muscle-powered vehicles, except that police, security, fire or emergency personnel may use motorized vehicles within the Easement Area for emergency or security of persons or property only. No other motorized use is allowed.
- ii. No overnight camping, fires or hunting by the general public are permitted within the Easement Area or on Grantor's Property.
- iii. Grantee will manage the Trail in accordance with its applicable recreational trail management standards and all applicable local, state and federal laws and regulations.
- iv. Grantee or its employees, agents or contractors shall not place or use any pesticides or other hazardous substances within the Easement Area except as Grantor may approve in writing for Grantee's Trail construction and maintenance.
- v. The use of this Trail Easement by Grantee or the general public will not interfere with Grantor's ownership rights or performance of any of Grantor's work for municipal water system purposes on Grantor's Property or adjoining properties. If Grantor determines that an interference is occurring or is about to occur, Grantor may direct Grantee to correct the interference at Grantee's sole cost and expense by providing 30 days' prior written notice. Grantor may cause the interference to be corrected if not completed within the 30-day notice period, and Grantee will reimburse Grantor its reasonable costs within 30-days of receiving an invoice from Grantor.
- vi. Grantee is responsible for reasonable enforcement of the limitations on use of the Easement Area by the general public in accordance with its standard practices for trail management.

**2. Construction, Maintenance and Operation of the Trail.**

a. Construction.

- i. Prior to initial Trail construction, any relocation or major maintenance activity, Grantee will submit design and construction plans in a form satisfactory to Grantor for any construction work within the Easement Area to Grantor for review and written approval, which will not be unreasonably withheld. Grantor reserves the right to require Grantee to enter into a separate "Construction Agreement" for any construction plans that may require additional terms and conditions to protect Grantor's Property or to coordinate the work.
- ii. Grantee will perform all construction work within the Easement Area in accordance with the plans as approved by Grantor and any applicable local, state or federal rules, laws or regulations and in a good workmanlike manner.

Grantee may make minor field changes or modifications to the work upon approval by Grantor.

- iii. Grantee will provide "as-built plans" within 30 days of completion of any construction within the Easement Area and if applicable, amend or revise the legal description to reflect changes in the alignment of the Trail due to the construction.
- iv. Grantee is solely responsible for determining the need for and obtaining all applicable permits required to complete Grantee's construction activities within the Easement Area. Grantee has not relied on Grantor for assessing site conditions or determining the suitability of the Easement Area for Grantee's activities and purposes.
- v. All trees or timber cut within the Easement Area will remain the sole property of Grantor and to ensure forest and watershed health, Grantee will not remove any trees or timber cleared by Grantee and will leave cut trees or timber abutting or outside the limits of the Easement Area.
- vi. Grantor reserves the right to inspect Grantee's or its contractor's work and to stop or modify the work or approved plans if necessary to protect Grantor's Property or municipal utility facilities.
- vii. Grantee agrees to make reasonable efforts to prevent any erosion, runoff, pollution, siltation, or turbidity that may result from Grantee's construction or maintenance activities and will meet any applicable state or local requirements for preventing erosion and runoff. In the event erosion, runoff, pollution, siltation or turbidity from Grantee's construction or maintenance activities adversely impact the Easement Area or Grantor's Property, Grantee will restore the Easement Area or Grantor's Property at its sole expense.
- viii. Grantee will restore Grantor's Property and the Easement Area, except as allowed in the approved plans, to their original condition and leave them in a safe, orderly, fit, and sanitary condition upon completion of any work within the Easement Area, including restoring or replacing survey or other boundary monuments or markers, signs or gates.
- ix. Any costs for construction, restoration or repairs within the Easement Area will be at the sole cost and expense of Grantee.
- x. Grantee will maintain general liability insurance during any construction work, or self-insurance with approval by Grantor.
- xi. If Grantee hires a contractor to perform the work, Grantee will require contractor to carry reasonable general liability insurance naming the City of Seattle as an additional insured and to comply with the terms and conditions of this Trail Easement.

- b. Changes to Proposed Alignment. The parties understand and agree that the Trail will be constructed generally in accordance with the Proposed Alignment, but may require minor adjustments at the time of initial construction of the Trail. Grantee will submit any proposed revisions to the Proposed Alignment to Grantor for review and approval, which will not be unreasonably withheld. Grantor will not accept changes that propose: 1) a width greater than ten (10) feet, 2) an alignment that crosses into Grantor's Cedar River Municipal Watershed ownership boundary as it exists as of May 1, 2010, or 3) an alignment that does not maintain then applicable clearance requirements from any stream or culvert crossing or any other environmental or water quality feature on Grantor's Property that Grantor desires or is required to protect.

Grantor may accept material changes in the general location or length of the Trail, as mutually agreed to by Grantor and Grantee. , Grantor may require additional terms and conditions for changed or additional area.

- c. Routine Maintenance and Operation.
  - i. Grantee may cut, remove or clear vegetation from the Easement Area only, except as noted in 2.a.v., to maintain the Trail.
  - ii. Upon written approval by Grantor, Grantee may place fencing, gates or signage within the Easement Area as may be reasonably necessary for Trail management or to prevent access by motorized vehicles. Grantor reserves the right to require Grantee to place gates or signage at Grantee's expense to address enforcement issues as necessary.

### **3. Grantor's Rights.**

- a. Grantor reserves the right, for itself, its officers, employees or contractors, to use the Easement Area for any municipal or other lawful purpose that does not interfere with the rights granted herein, including the right to permit other entities or individuals the use of all or any portion of the Easement Area or Trail.
- b. Grantor may install fencing, gates or signage on Grantor's Property adjacent to the Easement Area for security or other land management reasons at Grantor's discretion as long as they do not block access to the Trail.
- c. Grantor may, but is not required, to patrol, monitor or inspect the Trail for security or other land management reasons. Grantor will notify Grantee if it observes any problematic condition within the Easement Area or on Grantor's Property if it may be related to use of the Trail by Grantee or the general public.
- d. Grantor will have no work obligation to construct, reconstruct, repair, maintain or improve the Trail or any of Grantee's Facilities in the Easement Area.
- e. Grantor reserves the right to temporarily close the Trail at the Easement Area at its sole discretion, when Grantor determines there is a security or emergency reason requiring immediate action to protect the public or Grantor's Property, including the adjacent

Cedar River Municipal Watershed. Grantor will notify Grantee of such closure as far in advance as is practical.

#### **4. Liability and Indemnification.**

- a. Grantee agrees that Grantor will not be liable for any damage to the Trail or Grantee's facilities by reason of any construction, alteration, or improvement or operation of municipal utility facilities by Grantor, its agents or representatives, except where such damage is caused by the sole or gross negligence of Grantor, its agents, or employees.
- b. If the Trail or Grantee's facilities should interfere with the Grantor's installation, repair, or replacement of its municipal utility facilities or operations for utility purposes, the parties will arrive at a mutually agreed upon solution to avoid the interference. Grantee will repair or reimburse Grantor for the reasonable cost of repair of any of Grantor's Property or municipal utility facilities damaged by the installation, operation, maintenance or use of the Trail.
- c. Grantor will notify Grantee in writing of any condition caused by Grantee, its employees, agents or invitees that Grantor reasonably determines to be unacceptable. If Grantee has not corrected, or made an acceptable agreement with Grantor to correct the condition within thirty (30) days of receipt of the notice, Grantor may perform such work, and Grantee will reimburse Grantor for all reasonable costs incurred within 30 days of receipt of an invoice. Grantor may act immediately for conditions that pose an immediate threat to public health, safety, or the environment.
- d. Grantee shall release, defend, indemnify, and hold harmless the Grantor, its officials, employees, agents, licensees, contractors, consultants, invitees, and representatives (collectively, the "Indemnitees") from and against any and all claims, liens, demands, actions, costs, losses, expenses, harm, damages, and liability of any kind or character asserted or arising from, on account of, or in connection with (i) Grantee's exercise of its rights or obligations under this Agreement, (ii) the acts or omissions of Grantee and its officials, employees, agents, consultants, contractors, representatives, licensees, invitees, or visitors in or upon the Easement Area or (iii) any damage to or injury to any person or property within the Easement Area, except to the extent it is caused by the sole negligence of the Grantor, its officials, employees, agents, consultants, contractors, representatives, invitees, or licensees.
- e. The State shall release, indemnify, defend and hold harmless the Indemnitees from and against all claims, actions, regulatory demands, judgments, liens, damages, harm, penalties, fines, costs, expenses, liabilities, or losses (including, without limitation, clean-up or remedial costs, injuries to third persons, sums paid in settlement of claims, reasonable attorneys' fees, consultant fees, and expert fees) which are imposed on, paid by, or asserted against the Indemnitees in connection with any violation of Environmental Law by Grantee, its officials, employees, agents, licensees, contractors, consultants, invitees or representatives within the Easement Area.

- f. As between the parties and solely for the purpose of effectuating the indemnities contained in subsections e. and f. of this section 4, Grantee and Grantor expressly waive any immunity, defense, or protection that may be granted to them under the Washington State Industrial Insurance Act, Revised Code of Washington Title 51 or any other industrial insurance, workers' compensation or similar laws of the State of Washington. This section shall not be interpreted or construed as a waiver of either party's right to assert any such immunity, defense, or protection directly against any of its own employees or such employee's estate or other representatives. This section 4.g has been mutually negotiated by the parties.

**5. Termination.**

After construction of the Trail by Grantee, if Grantee ceases using or managing the Easement Area for trail purposes for a period of five (5) years, this Trail Easement will terminate and Grantee shall execute and record a document relinquishing the Trail Easement. Within 90 days of termination, Grantee shall remove its facilities and restore the Easement Area to its original condition or decommission the trail in accordance with the applicable laws, regulations or best practices at no cost to Grantor.

**6. Assignment.**

Grantee will not assign its rights or obligations hereunder except with the prior written consent of Grantor, which consent shall not be unreasonably denied. Subject to the preceding sentence, the rights and obligations of Grantor and Grantee shall inure to the benefit of and be binding upon their respective successors and assigns.

**7. Dispute Resolution.**

In the event of any dispute related to this Trail Easement Agreement, the parties shall first attempt in good faith to negotiate a mutually satisfactory resolution. If negotiation fails, such disputes (including disputes related to fees and costs paid by Grantee) shall be submitted to binding arbitration under the rules of the American Arbitration Association. The venue for any such arbitration shall be Seattle, Washington.

**8. Compliance with Laws.**

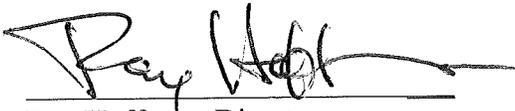
The Grantee and the Grantor in the exercise of their respective rights under this Trail Easement Agreement shall comply with all applicable federal, state and local laws, ordinances, and regulations, including environmental laws and regulations.

**9. Runs with Land.**

This Trail 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 and assigns.

Grantor:  
City of Seattle  
Seattle Public Utilities

Grantee:  
Washington State Parks and  
Recreation Commission



Ray Hoffman, Director

Date: 6/14/10



Larry Fairleigh, Parks Development Director

Date: 5/17/10

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 said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Acting Director of Seattle Public Utilities, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

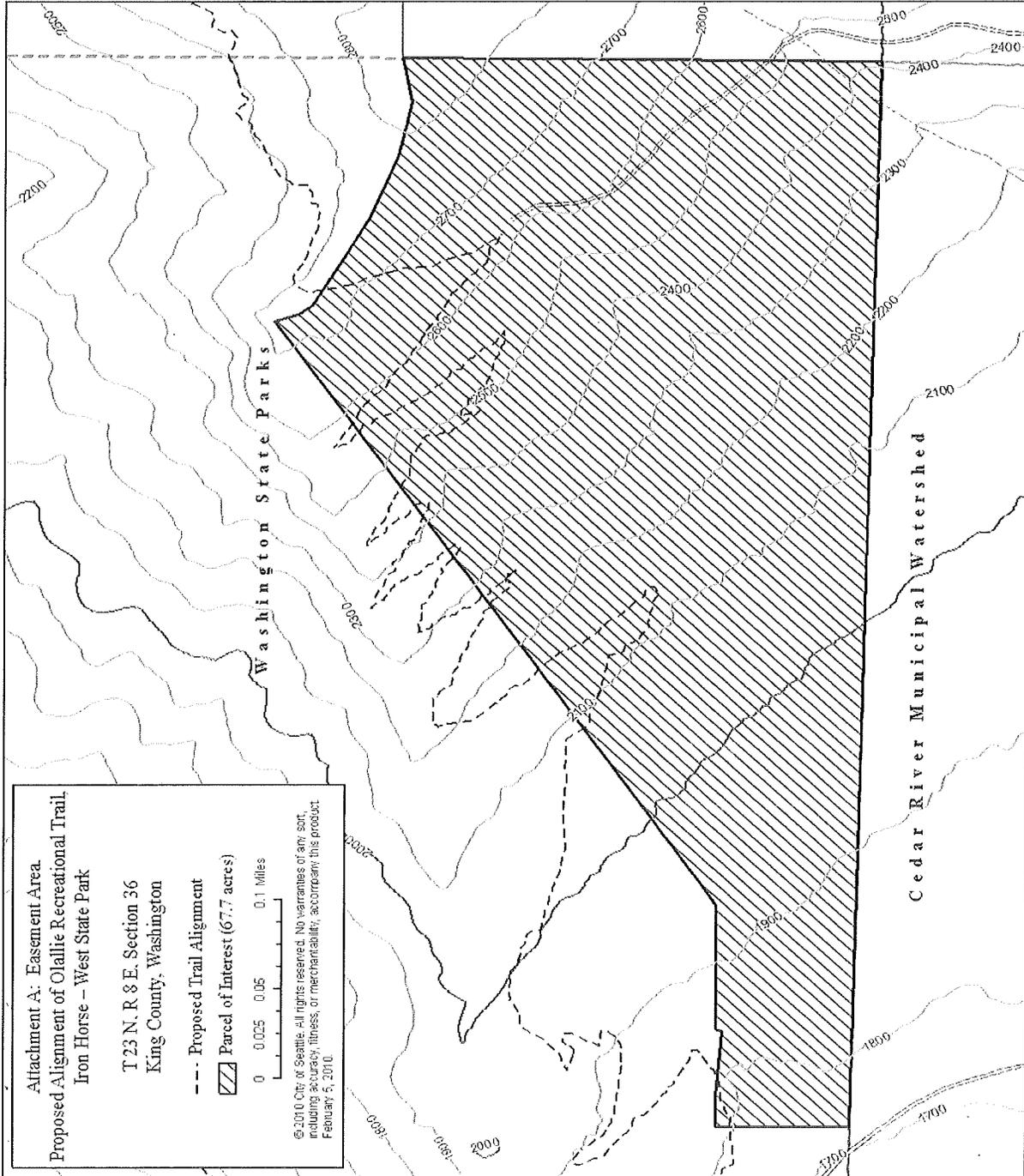
GIVEN under my hand and official seal the day and year last above written.



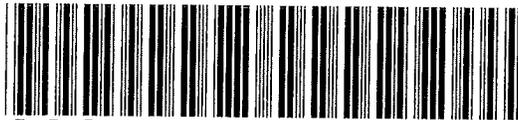
*Effie K. Moody*  
Notary (print name) Effie K. Moody  
Notary Public in and for the State of Washington,  
residing at Silverdale WA  
My Appointment expires 4-26-2011



ATTACHMENT A  
Easement Area  
Proposed Alignment of Olallie Recreational Trail



**AFTER RECORDING RETURN TO:**  
Washington State Parks and Recreation Commission  
Attn: Lands Program  
PO Box 42650  
Olympia, WA 98504-2650



**20100730000131**

CHICAGO TITLE D 64.00  
PAGE-001 OF 003  
07/30/2010 09:38  
KING COUNTY, WA

FILED  
CITY OF SEATTLE  
11 JAN -3 AM 10:34  
CITY CLERK

**E2452338**

07/30/2010 09:37  
KING COUNTY, WA  
TAX \$10.00  
SALE \$0.00 PAGE-001 OF 001

**GOVERNOR'S DEED**

Grantor: State of Washington, acting by and through the Washington State Parks and Recreation Commission

Grantee: City of Seattle, Seattle Public Utilities

Abbreviated

Legal Desc: Ptn. of S 1/2 of S36, T23N, R8E, W.M.

Tax Parcel #: Ptn. of King County tax parcel 3623089001

399  
CHICAGO TITLE INS. CO  
REF# 1305985-6

**WHEREAS**, the STATE OF WASHINGTON, acting by and through the WASHINGTON STATE PARKS AND RECREATION COMMISSION, at the Commission's May 6, 2010 meeting in Aberdeen, Washington, authorized the sale to the City of Seattle, Seattle Public Utilities, of a portion of Iron Horse State Park, located in King County, on lands more particularly described below; and

**WHEREAS**, the City of Seattle, Seattle Public Utilities, acting by and through the Seattle City Council, by Council Bill 116876, dated June 14, 2010, authorized the purchase of a portion of Iron Horse State Park from Grantor;

NOW THEREFORE, the STATE OF WASHINGTON, acting by and through the WASHINGTON STATE PARKS AND RECREATION COMMISSION, as Grantor, for and in consideration of the mutual benefits to be derived, pursuant to the provisions of RCW 39.33.010, and on such terms and conditions as are hereinafter stated, hereby transfers, conveys and quitclaims unto the City of Seattle, Seattle Public Utilities, as Grantee, all of its right, title, and interest in and to all a portion of Iron Horse State Park, more particularly described in the attached Exhibit A.

TOGETHER WITH any easements, leases, agreements, dedications, restrictions, reservations and covenants thereof.

Dated this 23<sup>rd</sup> day of July, 2010

STATE OF WASHINGTON

Christine Gregoire  
GOVERNOR

ATTEST: R. Sperry  
SECRETARY OF STATE

Approved as to form this 15 day  
of July, 2010.

By James Schwartz  
Jim Schwartz  
Assistant Attorney General



## EXHIBIT A Legal Description

THAT PORTION OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 23 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 36;  
THENCE NORTH 87° 55'06" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 2619.86 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 36;  
THENCE CONTINUING NORTH 87° 55'06" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 623.28 FEET;  
THENCE NORTH 00°01'52" WEST, A DISTANCE OF 351.75 FEET;  
THENCE SOUTH 89°58'42" EAST, A DISTANCE OF 90.00 FEET;  
THENCE SOUTH 85°23'18" EAST, A DISTANCE OF 194.15 FEET;  
THENCE NORTH 22°32'57" EAST, A DISTANCE OF 16.89 FEET;  
THENCE SOUTH 89°59'57" EAST, A DISTANCE OF 399.86 FEET;  
THENCE NORTH 59°32'54" EAST, A DISTANCE OF 2127.33 FEET;  
THENCE SOUTH 37°27'36" EAST, A DISTANCE OF 82.98 FEET;  
THENCE SOUTH 41°04'37" EAST, A DISTANCE OF 49.27 FEET;  
THENCE SOUTH 59°07'53" EAST, A DISTANCE OF 130.91 FEET;  
THENCE SOUTH 61°46'44" EAST, A DISTANCE OF 185.61 FEET;  
THENCE SOUTH 70°23'28" EAST, A DISTANCE OF 211.31 FEET;  
THENCE NORTH 80°50'20" EAST, A DISTANCE OF 144.41 FEET TO THE EAST LINE OF SAID SUBDIVISION;  
THENCE SOUTH 01°29'09" WEST ALONG SAID EAST LINE A DISTANCE OF 1250.06 FEET TO THE POINT OF BEGINNING.