

Ordinance No. 123324

Council Bill No. 110877

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.

CF No. _____

Date Introduced:	<u>June 1, 2010</u>	
Date 1st Referred:	To: <u>Seattle Public Utilities and Neighborhoods</u>	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote:	
<u>June 14, 2010</u>	<u>8-0</u>	
Date Presented to Mayor:	Date Approved:	
<u>June 14, 2010</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: [Signature]
Councilmember

Committee Action:

6/8/10 2-0 (MO, RC), ^{as} amended BT

6/14/10 Full Council passed 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
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ORDINANCE 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.

WHEREAS, the Lutheran School Association of Greater Seattle, LLC subdivided its property at 7040 36th Avenue NE for future residential development; and

WHEREAS, the Seattle Department of Planning and Development approved Land Use Project No. 3005892, dated February 27, 2007 and Permit Nos. 6129672, 6129670, 6129722, 6129720, 6129725 and 6129671 for this subdivision; and

WHEREAS, Seattle Public Utilities required the property owner to design and install water, sewer and drainage infrastructure to be owned and operated by Seattle Public Utilities; and

WHEREAS, a portion of the publicly owned water, sewer and drainage infrastructure will be located in a private roadway within 7040 36th Avenue NE serving the new subdivision;
NOW, THEREFORE;

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Pursuant to the provisions of RCW 35.94.040, and after public hearing, the easement rights to construct, maintain and operate public utilities over, under and across the property known as 7040 36th Avenue NE, Seattle, recorded under King County Recording No. 5479690, accepted by Ordinance 91394, are hereby found and declared to be no longer required for municipal utility purposes and surplus to the City of Seattle's utility needs.



1 Section 2. The Director of Seattle Public Utilities or his designee is hereby authorized
2 to execute for and on behalf of the City of Seattle the Relinquishment of Easement, substantially
3 in the form of Attachment 1 hereto.

4 Section 3. The Director of Seattle Public Utilities or his designee is hereby further
5 authorized to accept an easement for water, sewer and drainage facilities in 7040 36th Avenue
6 NE, Seattle, substantially in the form of Attachment 2 and depicted in Attachment 3 attached
7 hereto.
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1 Section 4. This ordinance shall take effect and be in force 30 days from and after its
2 approval by the Mayor, but if not approved and returned by the Mayor within ten days after
3 presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 14th day of June, 2010, and
5 signed by me in open session in authentication of its passage this
6 14th day of June, 2010.

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9 
10 President _____ of the City Council

11 Approved by me this 21st day of June, 2010.

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13 
14 Michael McGinn, Mayor

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16 Filed by me this 23rd day of June, 2010.

17
18 
19 City Clerk

20 (Seal)

- 21
22
23
24 Attachment 1 – Relinquishment of Easement
25 Attachment 2 – Easement for Water, Sewer and Drainage Infrastructure
26 Attachment 3 – Map: Easement to be Relinquished (Old Easement) and New Easement Area



Recording Requested By And
When Recorded Mail To:

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

RELINQUISHMENT OF EASEMENT

Reference #s of Documents Released or Assigned:	5479690
Grantor:.....	City of Seattle
Grantee:.....	Lutheran School Association of Greater Seattle
Legal Description (abbreviated):.....	Pt of NW ¼ Sec 3, T 245N, R4 E, WM
Assessor's Tax Parcel ID#:.....	Pt of 797420-0450

RW 2008-001

THE CITY OF SEATTLE, a municipal corporation of the State of Washington ("Grantor"), for and in consideration of \$1.00 (ONE DOLLAR), receipt of which is hereby acknowledged, does hereby relinquish to Lutheran School Association of Greater Seattle, a corporation of the State of Washington ("Grantee"), their heirs, successors and assigns any right, title or interest in the easement rights to construct, maintain and operate all storm drain public utilities over, under and across property known as 7040 36th Avenue NE, Seattle, Washington and recorded under King County Recording No. 5479690 and described on pages 3 and 4 herein.

IN WITNESS THEREOF, Grantor executes this document through its Director of Seattle Public Utilities, or his designee, as authorized by Ordinance _____, this ____ day of _____, 20__.

THE CITY OF SEATTLE

By: _____

Director, Seattle Public Utilities



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 signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ Seattle Public Utilities, of The City of Seattle, a municipal corporation of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated _____

Notary (print name) _____

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

My appointment expires _____

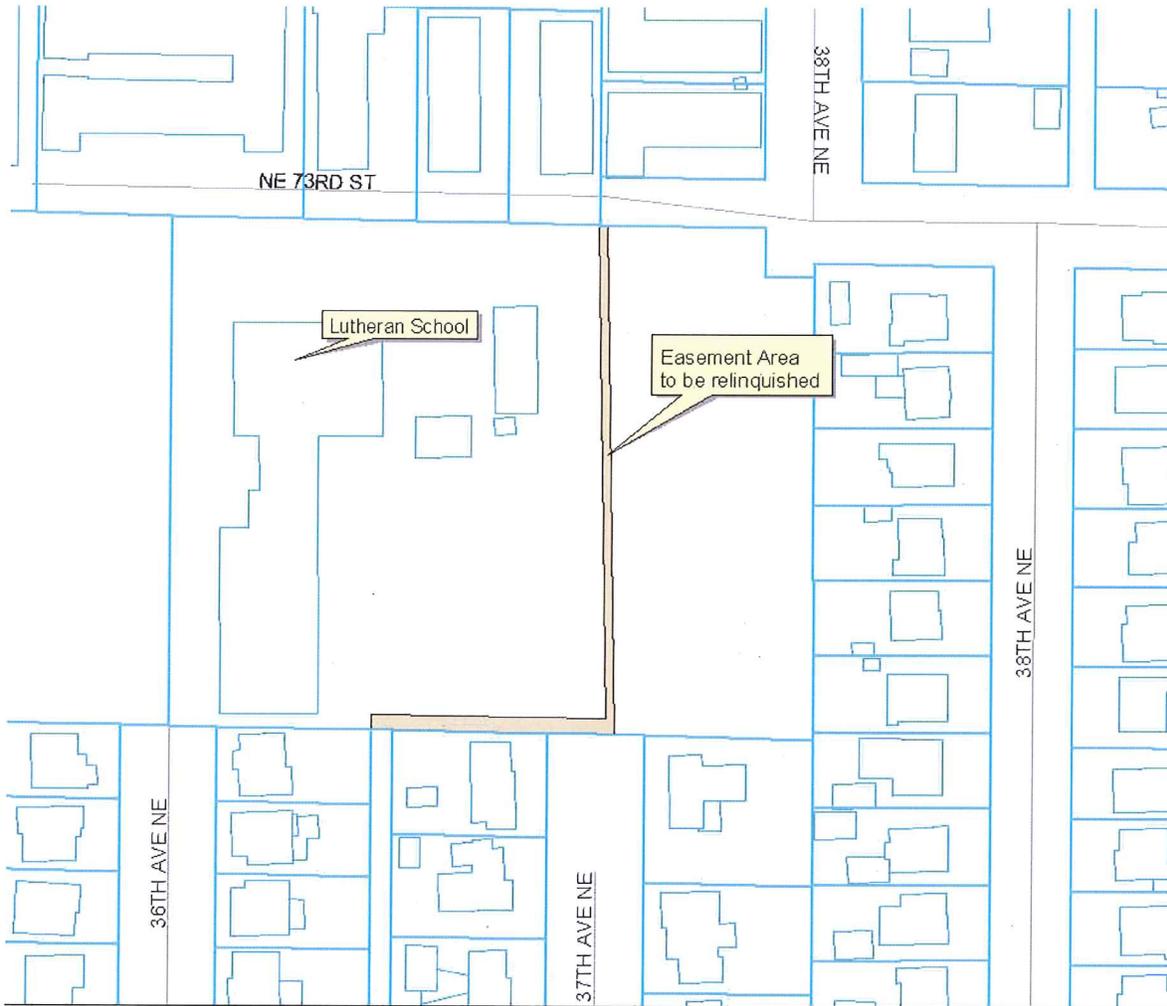


Legal Description
Easement Relinquishment Area

That portion of the following described property:

The south 10 feet of portion of Tract 18, State Land Commissioner's Subdivision of the southwest one-quarter and the west one-half of the southeast one-quarter of Section 3, Township 25 North, Range 4 East, W.M., according to plat thereof recorded in Volume 19 of Plats, Page 43, Records of King County, Washington, lying between the west line of the easement as established across said tract by Ordinance No. 77934, and the production north of the west line of the deeded alley in Tract 19, said subdivision as recorded under King County Auditor's File No. 3245012; also, Portion of said Tract 18, lying between lines parallel with and distant respectively 5 feet east and 10 feet east of a line described as follows: Beginning at a point on the south line of said Tract 18, distant 133.23 feet west of the southeast corner thereof; thence north 01° 04' 38" west to the south line of Northeast 73rd Street.





MAP OF EASEMENT RELINQUISHMENT AREA



Recording Requested By And
When Recorded Mail To:

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

EASEMENT for WATER, SEWER and DRAINAGE UTILITIES

Reference #s of Documents Released or Assigned:	none
Grantor:.....	Lutheran School Association of Greater Seattle, LLC
Grantee:.....	City of Seattle, acting through and by Seattle Public Utilities
Legal Description (abbreviated):.....	Pt of Lot 18 Subdivision of SW ¼ of W ½ of SE ¼ Sec. 3, Tp. 25N & R 4, W.M., Vol. 19, pg. 43 Comm. State of WA Public Lands
Assessor's Tax Parcel ID#:.....	Portion of 797420-0450

RW# 2008-001

THIS EASEMENT granted this _____ day of _____, 20____, by **Lutheran School Association of Greater Seattle LLC**, a corporation of the State of Washington, hereinafter called "Grantor," to **the City of Seattle**, a municipal corporation of the State of Washington, acting through and by Seattle Public Utilities, hereinafter called the or "Grantee."

WITNESSETH: Said Grantor for and in consideration of the benefits herein between Grantor and Grantee, and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey, and warrant to Grantee an easement for the purposes of installing and maintaining water, sewer and drainage service facilities (collectively, the "Facilities") over, under, through, across and upon the real property in Seattle, King County, Washington legally described on pages 4 and 5 herein.

This easement shall include only such rights in the Easement Area as shall be necessary for the construction, reconstruction, inspection, alteration, operation, improvement, maintenance, repair and replacement of the Facilities, and access thereto.



Grantee shall have the right without prior institution of any suit or proceeding at law, at such time as may be necessary, to enter upon the Easement Area for the purposes herein described, without incurring any legal obligation or liability therefore.

Grantor hereby agrees that no buildings, other permanent structures, trees, fill or obstructions of any kind, shall be constructed, planted or permitted to remain within the boundaries of said Easement Area, other than those specifically included in the plan drawings approved by the City of Seattle Department of Planning and Development ("DPD") Land Use Project No 3005892 dated Feb 27, 2007, and 6129672, 6129670, 6129722, 6129720, 6129725 and 6129671 ("Plans") without prior written permission of the Director of Seattle Public Utilities, or any such officer or board who may hereafter succeed to the jurisdiction and powers in respect to the Facilities now possessed by the Director of Seattle Public Utilities.

Grantor also hereby agrees that no other utility facilities, such as conduits, cables, pipelines, vaults, poles or posts, whether public or private, other than those approved in the Plans, will be installed within five (5) horizontal feet of said Facilities. All utility crossings must maintain a minimum vertical clearance of twelve (12) inches from said Facilities, except for sewer pipelines, which must maintain a minimum vertical clearance of eighteen (18) inches.

Grantor, its successors, assigns, lessees, sub-lessees, tenants, and sub-tenants, shall have the right to use the Easement Area in any way and for any other legal purpose that is not inconsistent with the rights herein granted to Grantee.

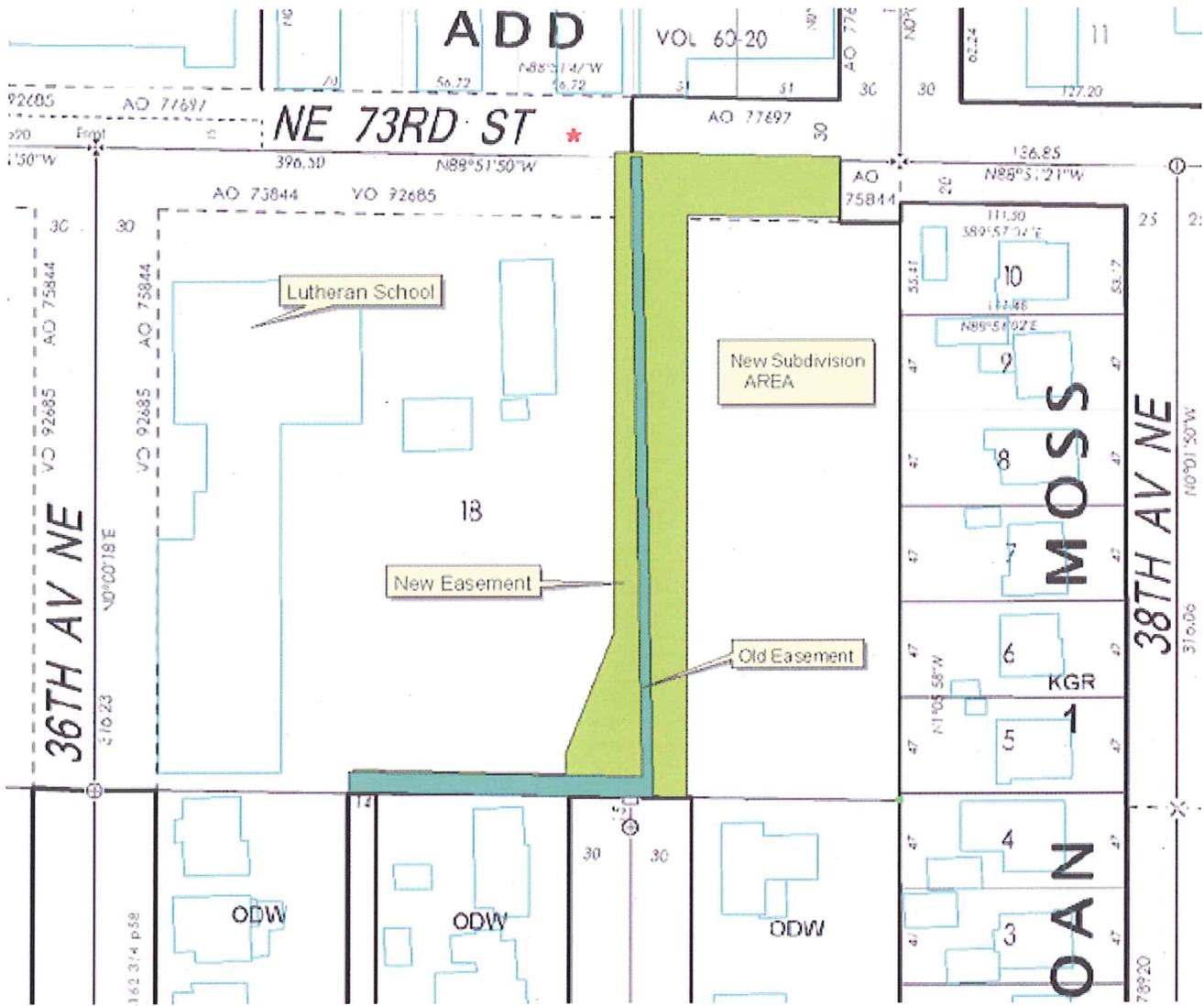
Grantor waives any present or future claim against Grantee relating to hazardous substances, pollutants, or contaminants within the Easement Area, and shall indemnify and defend Grantee from any such claim, including enforcement action by a regulatory agency, unless the hazardous substances, pollutants or contaminants result from Grantee's operations. Notwithstanding the above, this limited waiver and indemnity is not intended to, and does not, release Grantee from any of its environmental obligations, including indemnity obligations, to Grantor that are memorialized in separate agreements between Grantor and the City of Seattle with respect to the Property.

The covenants herein contained shall run with the land and shall be binding on the parties, their successors and assigns forever.

Dated this _____ day of _____, 20____

LUTHERAN SCHOOL ASSOCIATION OF GREATER SEATTLE LLC





FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle Public Utilities	Audrey Hansen/ 4-5877	Karen Grove/ 4-8048

Legislation Title:

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, King County, Washington and to declare an easement in the above property surplus to the City of Seattle's needs.

- **Summary of the Legislation:** This legislation allows Seattle Public Utilities to accept an easement for water, sewer and drainage facilities and to relinquish an easement for drainage infrastructure and declaring that easement to be surplus to the City's utility needs.
- **Background: (Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):**
The Lutheran School Association of Greater Seattle short-platted a portion of its property for development of six residential properties and installed the necessary water, sewer and drainage infrastructure as required by the City to serve the new residences. A drainage easement serving the properties needs to be relinquished and replaced with a larger easement for water, sewer and stormwater utility purposes.

Please check one of the following:

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





City of Seattle
Office of the Mayor

May 25, 2010

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill that would accept an easement from the Lutheran School of Greater Seattle for water, sewer and drainage infrastructure serving six newly created residential parcels and relinquish a smaller easement which is surplus to the City's needs.

The subdivision of the Concordia School property at 7040 36th Avenue NE includes a private driveway that serves the new development with both transportation access and underground utilities. There is an existing City drainage easement in the property that would be relinquished and replaced with a larger easement for water, sewer and drainage facilities installed by the developer for City ownership and operation.

Thanks for your consideration of this legislation. If you have questions, please contact Audrey Hansen, 684-5877.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael McGinn".

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council



STATE OF WASHINGTON – KING COUNTY

--SS.

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 12th 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.

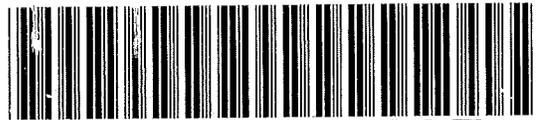
Publication ordered by the City Clerk
Date of publication in the Seattle Daily
Journal of Commerce, June 25, 2010.

6/25(256755)

20832

Recording Requested By And
When Recorded Mail To:

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



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KING COUNTY, WA

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FILED
CITY OF SEATTLE
AUG-4 2010
CITY CLERK

RELINQUISHMENT OF EASEMENT

Reference #s of Documents Released or Assigned:	5479690
Grantor:.....	City of Seattle
Grantee:.....	Lutheran School Association of Greater Seattle
Legal Description (abbreviated):.....	Pt of NW ¼ Sec 3, T 245N, R4 E, WM
Assessor's Tax Parcel ID#:.....	Pt of 797420-0450

RW 2008-001

THE CITY OF SEATTLE, a municipal corporation of the State of Washington ("Grantor"), for and in consideration of \$1.00 (ONE DOLLAR), receipt of which is hereby acknowledged, does hereby relinquish to Lutheran School Association of Greater Seattle, a corporation of the State of Washington ("Grantee"), their heirs, successors and assigns any right, title or interest in the easement rights to construct, maintain and operate all storm drain public utilities over, under and across property known as 7040 36th Avenue NE, Seattle, Washington and recorded under King County Recording No. 5479690 and described on pages 3 and 4 herein.

IN WITNESS THEREOF, Grantor executes this document through its Director of Seattle Public Utilities, or his designee, as authorized by Ordinance 123324, this 21st day of June, 2010.

THE CITY OF SEATTLE

By: Ray Hoffman

Ray Hoffman, Director, Seattle Public Utilities

DUPLICATE TAX NOT REQUIRED
King County Records Division
[Signature] Deputy

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 signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Director of Seattle Public Utilities, of The City of Seattle, a municipal corporation of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated July 15, 2010
Effie K. Moody

Notary (print name) Effie K. Moody

Notary Public in and for the State of Washington, residing at Silverdale WA

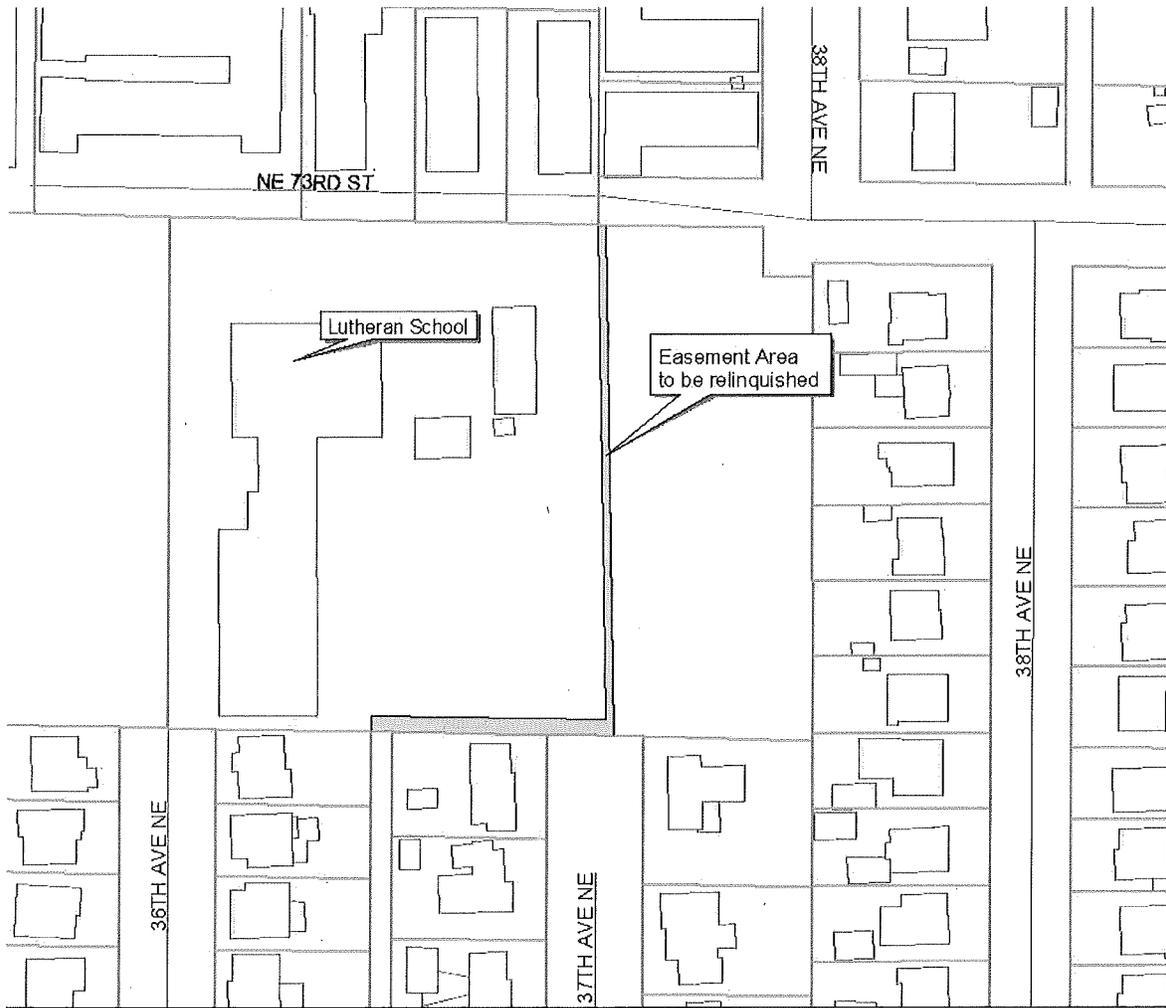
My appointment expires 4-26-2011



Legal Description
Easement Relinquishment Area

That portion of the following described property:

The south 10 feet of portion of Tract 18, State Land Commissioner's Subdivision of the southwest one-quarter and the west one-half of the southeast one-quarter of Section 3, Township 25 North, Range 4 East, W.M., according to plat thereof recorded in Volume 19 of Plats, Page 43, Records of King County, Washington, lying between the west line of the easement as established across said tract by Ordinance No. 77934, and the production north of the west line of the deeded alley in Tract 19, said subdivision as recorded under King County Auditor's File No. 3245012; also, Portion of said Tract 18, lying between lines parallel with and distant respectively 5 feet east and 10 feet east of a line described as follows: Beginning at a point on the south line of said Tract 18, distant 133.23 feet west of the southeast corner thereof; thence north $01^{\circ} 04' 38''$ west to the south line of Northeast 73rd Street.

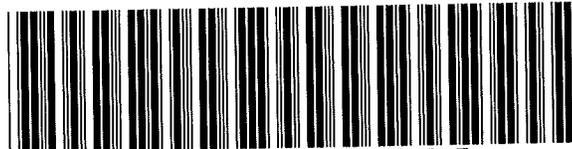


MAP OF EASEMENT RELINQUISHMENT AREA

20831

Recording Requested By And
When Recorded Mail To:

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



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PAGE 001 OF 004
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KING COUNTY, WA

FILED
CITY OF SEATTLE
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CITY CLERK

EASEMENT for WATER, SEWER & DRAINAGE UTILITIES

Reference #s of Documents Released or Assigned:	none
Grantor:.....	Lutheran School Association of Seattle
Grantee:.....	City of Seattle
Legal Description (abbreviated):.....	Pt of Lot 8 Subdivision of SW ¼ of W ½ of SE ¼ Sec. 3, Tp. 25N & R 4, W.M., Vol. 19, pg. 43 Comm. State of WA Public Lands
Assessor's Tax Parcel ID#:.....	Portion of 797420-0450

91-16
FIDELITY NATIONAL TITLE
a- 8006109108

RW# 2008-001

THIS EASEMENT granted this 3rd day of July, 2008, by **Lutheran School Association of Seattle**, a corporation of the State of Washington, hereinafter called "Grantor," to **the CITY OF SEATTLE**, a municipal corporation of the State of Washington, acting through and by Seattle Public Utilities, hereinafter called the "City," or "Grantee."

WITNESSETH: Said Grantor for and in consideration of the benefits herein between Grantor and Grantee, and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey, and warrant to the City an easement for the purposes of installing and maintaining water, sewer and drainage service facilities including the necessary water, sanitary sewer & drainage lines and appurtenances (collectively, the "Water & Drainage Service Facilities") over, under, through, across and upon the following described real property in Seattle, King County, Washington:

Legal Description for Water Service Easement Area

As per attached Exhibit A

("Easement Area")

8/29/2007 Form)

Page 1 of 3 pages

EXCISE TAX NOT REQUIRED
King Co. Records Division

By [Signature] Deputy

This easement shall include only such rights in the Easement Area as shall be necessary for the construction, reconstruction, inspection, alteration, operation, improvement, maintenance, repair and replacement of the Water & Drainage Service Facilities, and access thereto.

The City shall have the right without prior institution of any suit or proceeding at law, at such time as may be necessary, to enter upon the Easement Area for the purposes herein described, without incurring any legal obligation or liability therefore.

Grantor hereby agrees that no buildings, other permanent structures, trees, fill or obstructions of any kind, shall be constructed, planted or permitted to remain within the boundaries of said Easement Area, other than those specifically included in the plan drawings approved by the City of Seattle Department of Planning and Development ("DPD") Land Use Project No3005892, dated Feb 27, 2007, and 6129672, 6129670, 6129722, 6129720, 6129725 and 6129671 ("Plans") if any, without prior written permission of the Director of Seattle Public Utilities, or any such officer or board who may hereafter succeed to the jurisdiction and powers in respect to the Water Service Facilities now possessed by the Director of Seattle Public Utilities.

Grantor also hereby agrees that no other utility facilities, such as conduits, cables, pipelines, vaults, poles or posts, whether public or private, other than those approved in the Plans, will be installed within five (5) horizontal feet of said Water & Drainage Service Facilities. All utility crossings must maintain a minimum vertical clearance of twelve (12) inches from said Water Service Facilities, except for Sewer Facilities, which must maintain a minimum vertical clearance of eighteen (18) inches.

Grantor, its successors, assigns, lessees, sub-lessees, tenants, and sub-tenants, shall have the right to use the Easement Area in any way and for any other legal purpose that is not inconsistent with the rights herein granted to Grantee.

Grantor waives any present or future claim against the City relating to hazardous substances, pollutants, or contaminants within the Easement Area, and shall indemnify and defend the City from any such claim, including enforcement action by a regulatory agency, unless the hazardous substances, pollutants or contaminants result from the City's operations. Notwithstanding the above, this limited waiver and indemnity is not intended to, and does not, release the City from any of its environmental obligations, including indemnity obligations, to Grantor that are memorialized in separate agreements between Grantor and the City with respect to the Lutheran School Association of Seattle property of which the Easement Area is a part.

That portion of Lot 18, State Land Commissioner's Subdivision of the Southwest one-quarter and the West one-half of the Southeast one-quarter of Section 3, Township 25 N., Range 4 E., W.M., according to the plat thereof, recorded in Volume 19 of Plats, page 43, records of King County, Washington lying East of 36th Avenue Northeast, together with streets vacated under City of Seattle Ordinance Number 92685 adjoining, more particularly described as follows:

Beginning at the southeast corner of said Lot 18;

Thence N 88°49'59" W along the south margin of said Lot 18, 104.87 feet to the TRUE POINT OF BEGINNING;

Thence N 0°00'03" E, 286.16 feet to the south margin of Vacated Northeast 73rd Street;

Thence S 88°48'51" E along said margin, 74.86 feet;

Thence N 0°00'02" E, 30.00 feet to the centerline of said Northeast 73rd Street;

Thence N 88°48'45" W along said centerline, 110.87 feet;

Thence S 0°00'03" W, 235.76 feet;

Thence S 21°51'51" W, 64.57 feet;

Thence S 00°00'03" W, 10.00 feet;

Thence N 88°49'59" W, 104.67 feet;

Thence S 01°10'01" W, 10.00 feet to the south margin of said Lot 18;

Thence S 88°49'59" E along said margin, 164.93 feet to the true point of beginning;

Said easement shall include, but not be limited to underground waterlines, power, gas, telephone, telecable, sanitary sewer and storm sewer.

