SEATTLE CITY COUNCIL

Legislative Summary

CB 118423

Record No.: CB 118423 **Type:** Ordinance (Ord) 124815 **Status:** Passed

Version: 1 **In Control:** City Clerk

File Created: 05/11/2015

Final Action: 07/29/2015

Title: AN ORDINANCE relating to the City Light Department; declaring certain real property rights surplus to utility needs; authorizing the General Manager and Chief Executive Officer to execute an agreement for the City to grant an easement for parking and access purposes over a portion of the City's fee-owned Bothell-Canal Transmission Corridor at 17524 Aurora Avenue North in the City of Shoreline, Washington; accepting payment for the true and full value of the easement from GCW Shoreline, LLC, and WG @ Shoreline, LLC; and ratifying and confirming certain prior acts.

Notes:

Sponsors: Sawant

Attachments:

Drafter: john.bresnahan@seattle.gov

	Date
Filed with City Clerk:	
Mayor's Signature:	
Vetoed by Mayor:	
Veto Overridden:	
Veto Sustained:	

Filing Requirements/Dept Action:

History of Legislative File **Legal Notice Published:** ☐ Yes ☐ No

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	06/02/2015	Mayor's leg transmitted to Council	City Clerk			
	Action Text: The Council Bill (CB) was Mayor's leg transmitted to Council. to the City Clerk						
	Notes:						
1	City Clerk	06/02/2015	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
	Notes:						
1	Council President's Office	06/04/2015	sent for review	Energy Committee			

Action Text: The Council Bill (CB) was sent for review. to the Energy Committee
Notes:

1 Full Council 06/29/2015 referred Energy Committee
Action Text: The Council Bill (CB) was referred. to the Energy Committee
Notes:

1 Energy Committee 07/08/2015
Notes: This Council Bill was heard in committee.

1 Energy Committee 07/22/2015 pass Pass
Action Text: The Committee recommends that Full Council pass the Council Bill (CB).
Notes:

In Favor: 3 Chair Sawant, Vice Chair Okamoto, Member O'Brien
Opposed: 0

1 Full Council 07/27/2015 passed Pass
Action Text: The Council Bill (CB) was passed by the following vote and the President signed the Bill:
Notes:

In Favor: 9 Councilmember Bagshaw, Council President Burgess, Councilmember Godden, Councilmember Harrell, Councilmember Licata, Councilmember O'Brien, Councilmember Okamoto, Councilmember Rasmussen, Councilmember Sawant
Opposed: 0

1 City Clerk 07/28/2015 submitted for Mayor's signature Mayor
Action Text: The Council Bill (CB) was submitted for Mayor's signature. to the Mayor
Notes:

1 Mayor 07/29/2015 Signed
Action Text: The Council Bill (CB) was Signed.
Notes:

1 Mayor 07/29/2015 returned City Clerk
Action Text: The Council Bill (CB) was returned. to the City Clerk
Notes:

1 City Clerk 07/29/2015 attested by City Clerk
Action Text: The Ordinance (Ord) was attested by City Clerk.
Notes:

CITY OF SEATTLE

ORDINANCE 124815

COUNCIL BILL 118423

AN ORDINANCE relating to the City Light Department; declaring certain real property rights surplus to utility needs; authorizing the General Manager and Chief Executive Officer to execute an agreement for the City to grant an easement for parking and access purposes over a portion of the City's fee-owned Bothell-Canal Transmission Corridor at 17524 Aurora Avenue North in the City of Shoreline, Washington; accepting payment for the true and full value of the easement from GCW Shoreline, LLC, and WG @ Shoreline, LLC; and ratifying and confirming certain prior acts.

WHEREAS, The City of Seattle owns by recorded deed a certain parcel of land in the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 7, Township 26 North, Range 4 East, W.M., King County Tax Parcel Number 072604-9050, being a portion of the Bothell-Canal Transmission Corridor in the City of Shoreline, King County, Washington; and

WHEREAS, GCW Shoreline, LLC ("GCW") and WG @ Shoreline, LLC ("WG Shoreline") own certain real property adjacent to the City-owned transmission corridor that is leased to the Walgreen Company for use as a pharmacy and retail store; and

WHEREAS, GCW and WG Shoreline have requested that the City grant a permanent easement over a portion of the City-owned transmission corridor for parking and access purposes related to use of the GCW and WG Shoreline property; and

WHEREAS, City Light has determined that the easement grant requested by GCW and WG Shoreline is an acceptable use of the transmission corridor in accordance with City

Light's real property use standards, will not interfere with City Light operations, and is excess to City utility needs; and

WHEREAS, GCW and WG Shoreline will pay The City of Seattle the fair market value for the requested easement, as determined by independent appraisal, in the amount of $525,000; 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, certain real property rights (the "Easement Area") acquired for an electrical transmission corridor are no longer needed exclusively for the City of Seattle's utility purposes, over, through, and upon the following described property, and are declared surplus to City needs:

The Easement Area:

That portion of the City of Seattle's transmission right-of-way lying within the following described parcel, all within the Northeast Quarter of Section 7, Township 26 North, Range 4 East, W.M.:

Beginning at a point on the North line of the South 110 feet of the Northeast Quarter of said Section 7; thence North 89°03'50" West a distance of 31.46 feet to the east line of Aurora Avenue North, said point being 45.00 feet from the centerline of said Aurora Avenue North and the point of beginning of this parcel description; thence North 2°42'47" West a distance of 326.31 feet along the East line of said Aurora Avenue North; thence North 87°17'13" East a distance of 215.22 feet to the Easterly line of said City of Seattle's transmission right-of-way; thence South 12°19'06" East a distance of 41.58 feet along said Easterly line of said City of Seattle's transmission right-of-way; thence South 87°17'13" West a distance of 25.34 feet; thence South 12°03'00" East a distance of 179.79 feet; thence North 87°17'25" East a distance of 25.34 feet to said Easterly line of said City of Seattle's transmission right-of-way; thence South 12°03'00" East a distance of 44.08 feet along said Easterly line of said City of Seattle's transmission right-of-way; thence South 87°17'25" West a distance of 131.75 feet; thence South 12°03'00" East a distance of 60.35 feet; thence South 77°57'00" West a distance of 60 feet; thence North 89°03'50" West a distance of 108.23 feet to the point of beginning of this parcel description.

Section 2. The General Manager and Chief Executive Officer of the City Light Department, or designee, is authorized to execute for and on behalf of the City of Seattle an easement agreement substantially in the form attached hereto as Attachment 1.

Section 3. Seattle City Light is authorized to accept payment for the easement from GCW Shoreline, LLC, and WG @ Shoreline, LLC, in the amount of $525,000 and to deposit the proceeds in the City Light Fund.

Section 4. Any act consistent with the authority of this ordinance taken prior to its effective date is hereby ratified and confirmed.

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

Passed by the City Council the 27th day of July, 2015, and signed by me in open session in authentication of its passage this 27th day of July, 2015.

President _____ of the City Council

Approved by me this 28th day of July, 2015.

Edward B. Murray, Mayor

Filed by me this 29th day of July, 2015.

Monica Martinez Simmons, City Clerk

(Seal)

Attachment 1: Easement Agreement

John Bresnahan
SCL GCW and WG Shoreline Easement ORD ATT 1
April 10, 2015
#D1

Attachment 1

After recording, return to:
Ball Janik, LLP
Attn: Bradley S. Miller
101 SW Main Street, Suite 1100
Portland, OR 97204

EASEMENT AGREEMENT

SCL P.M. #: 260407-1-E01I
Grantor: City of Seattle
Grantee: WG @ Shoreline, LLC/GCW Shoreline, LLC
Short Legal: Ptn. SW-NE, Sec. 7, Twp. 26N, R. 4E
Tax Parcel #: 0726049050

THIS EASEMENT AGREEMENT ("Easement") is made this _____ day of _____, 2015, by and between THE CITY OF SEATTLE, a Washington municipal corporation, acting by and through its CITY LIGHT DEPARTMENT, hereinafter called the "Grantor;" and GCW SHORELINE, LLC, a Washington limited liability company, and WG @ SHORELINE, LLC, a Washington limited liability company, together hereinafter called the "Grantees."

1. Conveyance and Consideration. Grantor, for and in consideration of the sum of Five Hundred Twenty-Five Thousand Dollars and no Cents ($525,000.00), hereby grants, without warranty of title, to GCW Shoreline, LLC, an undivided three-quarters interest, and to WG @ Shoreline, LLC, an undivided one-quarter interest, as tenants in common, and their successors, a non-exclusive easement for the purposes of parking vehicles upon, as well as access over, through, and across, a portion of Grantor's property ("Grantor Property") that is legally described in **Exhibit "A"**. The area of the easement ("Easement Area") is legally described in **Exhibit "B"** and depicted in **Exhibit "C".** The Easement is appurtenant to and shall benefit Grantees' Property as described on **Exhibit "D"** ("Grantees' Property"). Exhibits A, B, C, and D are attached hereto and incorporated herein by this reference.

2. Rights of Others. The Easement Area and Easement herein granted are subject to the prior rights of others, as now exist, or as may be granted by the Grantor to the successors or assigns of those holding such rights; these rights include, but are not limited to: a) a Temporary Permit held

by Key Bank of Washington, effective December 15, 1983, granting them access through and across the south 44.00 feet of the Easement Area, as measured perpendicular to "Line X" as described in Exhibit "B" hereto; and b) a Memorandum of Agreement between Grantor and the City of Shoreline dated August 9, 2001, authorizing the City of Shoreline to design, construct, operate, and maintain a multi-use trail (the Shoreline Interurban Trail) over, through, and across the entire Easement Area. Grantees are responsible for verifying that their use of the Easement Area will not abridge the prior rights of others.

3. Grantor's Reserved Rights. Grantor reserves unto itself and its assigns: (i) all aerial rights above, over, across and through the Easement Area; (ii) all subsurface rights beneath, across and through the Easement Area; (iii) the right to enter, exit, and traverse the Easement Area for the purpose of replacing, repairing, improving, removing, operating and maintaining its present or future facilities or structures lying within, suspended above, or located on Grantor Property; (iv) the right to install transmission or distribution poles, pole support structures, wires, insulators, crossarms, braces, fiber optic equipment, and any other necessary or convenient related appurtenances anywhere within the Easement Area, along with the right to enter, exit and traverse the Easement Area for such installation; and (v) all other rights as fee owner of the Grantor Property and Easement Area that do not unreasonably interfere with the Grantees rights pursuant to this Easement.

If Grantor anticipates the need to temporarily use the Easement Area for construction, maintenance, repair, or safety purposes, Grantor shall make reasonable efforts to notify one or both Grantees in advance. However, in cases of emergency, no such advance notification shall be required. Grantees shall at no time interfere with Grantor's access to, egress from, or ability to traverse the Easement Area or Grantor Property or allow such interference by their agents, lessees or assigns.

4. Additional Terms and Conditions. Grantees and their respective successors, agents, and assigns, hereby agree to the following additional terms and conditions:

4.1 No building, structure, stormwater retention or detention pond or vault, open water course, bioswale, infiltration field, water feature, fountain, or fire hazard will be constructed, placed or allowed to remain within the Easement Area.

4.2 Not fewer than ninety (90) days prior to commencing construction of any material improvement to the surface of the Easement Area, including, but not limited to: paving, curbing, fencing, landscaping, or lighting, Grantees shall provide detailed plans to Grantor for Grantor's review and approval.

4.3 Upon completion of any construction described in 4.2 above, Grantees shall remove and dispose of all debris and shall provide Grantor with final as-built plans of any improvement(s) made within the Easement Area.

4.4 A minimum of 30 feet of vertical clearance between any transmission conductor and the finished grade of any proposed improvement shall be maintained at all times. A minimum working clearance of 20 feet from 115 kV lines shall be maintained at all times for personnel and machinery. Grantees, their agents, employees, subcontractors, lessees and assigns shall comply with all National Electric Safety Code (NESC), Washington Department of Labor and Industries, and federal Occupational Safety and Health Administration codes and clearances while engaging in any activity within the Easement Area.

4.5 Grantees shall be responsible for maintenance of vegetation within the Easement Area, if any. Grantees shall not plant or place vegetation within the Easement Area that has a height at maturity of greater than twelve (12) feet. Grantor reserves the right to trim, cut, or remove any vegetation greater than twelve (12) feet within the Easement Area.

4.6 No vehicles, trailers, cranes, construction equipment or any other such equipment with a height or potential height of over 25 feet shall be driven, pulled, pushed, operated or parked within the Easement Area. No boats, trailers, or recreational vehicles shall be parked in the Easement Area for more than 24 hours.

4.7 No blasting or discharge of any explosives shall be permitted within 150 feet of Grantor's facilities.

4.8 There shall be no storage, dumping, burying or transferring any hazardous substances, inoperable vehicles, chemicals, oils, fuels, flammable materials ("Hazardous Substances") or containers for said substances, within the Easement Area; provided that nothing herein shall prohibit the passage of vehicles containing or transporting Hazardous Substances across the Easement Area coincident to the ordinary and safe operation of said vehicles on Grantees' Property. Grantees, their successors, agents, lessees, and assigns shall comply with all environmental laws of the State of Washington or any other governmental subdivision or agency having regulatory authority over Grantor Property with respect to its use of the Easement Area.

4.9 Grantees, their successors and assigns, assume all risk of loss, damage or injury which may result from its use of the Easement Area, or the use of the Easement Area by its respective agents, employees, invitees, contractors, subcontractors, permittees or licensees. Grantees, their successors, and assigns agree to indemnify and hold harmless Grantor from all claims, actions, or damages of every kind and description, which may accrue

from or be suffered by reason of Grantees', their successors', respective agents', employees', invitees', contractors', subcontractors', permittees', licensees', lessees' or sublessees' use of or presence in the Easement Area, the performance of any work in connection with its use, or the exercise of any rights granted in this Easement; and in case of any such suit or action being brought against Grantor, or damages arising out of or by reason of any of the above causes, Grantees shall, upon notice of commencement of such action, defend Grantor at Grantees' sole cost and expense and will fully satisfy any judgment after the said suit shall have been finally determined, if adversely, to Grantor, except to the extent of the sole negligence of the Grantor, its agents, or representatives.

4.10 Without limiting Grantees' obligations pursuant to Paragraph 4.10 of this Easement, Grantees shall indemnify and defend Grantor from any claims, damages, or liabilities arising directly or indirectly from Hazardous Substances that are released or discharged by Grantees, their successors, or their respective agents, employees, invitees, contractors, subcontractors, permittees, licensees, lessees, or sublessees related to their operations, use of or presence in the Easement Area, the performance of any work in connection with use of the Easement Area, or the exercise of any right granted by this Easement. The term "Hazardous Substances" includes all substances that are regulated under the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Solid Waste Disposal Act (SWDA) as amended by the Resource Conservation and Recovery Act (RCRA), The Toxic Substances Control Act (TSCA), and the Washington State Model Toxics Control Act (MTCA). The term "claims" related to released or discharged Hazardous Substances includes any claim that may be brought and any order that may be issued pursuant to one of the statutes listed above and associated regulations, and claims based upon common law causes of action for trespass, negligence, nuisance or other common law theories, claims for lost property value, claims for business losses, and claims for personal injuries arising from or related to Hazardous Substances.

4.11 Grantees shall at all times exercise their rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

4.12 This Easement and all its covenants, terms and conditions shall become perpetual and run with Grantor Property. Upon conveyance of the fee simple interest of Grantees' property, the successor in interest shall automatically be deemed to have assumed all obligations and liabilities arising out of or in connection with this Easement, and the predecessor released therefrom, except for actions arising from sections 4.9 or 4.10 above.

4.13 The obligation(s) of the Grantees to the Grantor under this Easement are joint and several, and may not be waived or apportioned except by written consent of Grantor.

4.14 The Easement granted herein represents an indivisible easement interest in the Grantor Property and shall not be assigned by either or both Grantees without the express written consent of Grantor, which shall not be unreasonably withheld.

5. Termination of Prior Ground Lease Agreement. By this agreement, the parties agree that that certain Ground Lease Agreement between Grantor and Grantees effective May 16, 2007, and subsequently recorded as a Memorandum of Ground Lease under King County recording number 20081027000893, will terminate on the effective date of this Easement.

6. Effective Date. This Easement shall become effective and binding upon execution by both parties hereto and recording of this Easement.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

Dated this _____day of _____, 2015

GRANTOR:

CITY OF SEATTLE, a Washington municipal corporation
by and through its
CITY LIGHT DEPARTMENT

By: _____

Printed Name: _____

Title: _____

(signatures and notarizations continue on following page)

GRANTEE:

GCW SHORELINE, LLC, a Washington limited liability company
Acknowledged and accepted as to all conditions herein

By:_____

Printed Name: _____

Title: _____

Date: _____

GRANTEE:

WG @ SHORELINE, LLC, a Washington limited liability company
Acknowledged and accepted as to all conditions herein

By:_____

Printed Name: _____

Title: _____

Date: _____

(notarizations continue on following page)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2015, before me personally appeared _____, to me known to be the _____ of Seattle City Light, a department of the City of Seattle, the Washington municipal corporation that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument on behalf of the City of Seattle.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Signature: _____

Print name: _____
Notary Public in and for the State of Washington
Residing at: _____
My commission expires: _____

(notary seal)

(notarizations continue on following page)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2015, before me personally appeared _____, to me known to be the _____ of GCW SHORELINE, LLC, the Washington limited liability company that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument on behalf of GCW SHORELINE, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Signature: _____

Print name: _____
Notary Public in and for the State of Washington
Residing at: _____
My commission expires: _____

(notary seal)

(notarizations continue on following page)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2015, before me personally appeared _____, to me known to be the _____ of WG @ SHORELINE, LLC, the Washington limited liability company that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument on behalf of WG @ SHORELINE, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Signature: _____

Print name: _____
Notary Public in and for the State of Washington
Residing at: _____
My commission expires: _____

(notary seal)

John Bresnahan
SCL GCW and WG Shoreline Easement ORD ATT 1 EX A
April 10, 2015
Version #D1

Exhibit "A"

Attached hereto and made a part of this EASEMENT dated _____, 2015, by and between the CITY OF SEATTLE, a Washington municipal corporation, acting by and through its CITY LIGHT DEPARTMENT as Grantor, and WG @ SHORELINE, LLC, a Washington limited liability company and GCW SHORELINE, LLC, a Washington limited liability company, as Grantees:

The City of Seattle's (Grantor's) Property:

A transmission right-of-way 50 feet wide on each side of a center line through the S½ of the SW¼ of the SW¼ of the NE¼ of Section 7, Township 26 North, Range 4 East, W.M., described as follows:

Beginning at a point on a curve of 2,865 feet radius, said point being 268 feet, more or less, east of the center of said Section 7; thence northerly on said curve a distance of 230 feet to a point of curve; thence north 13° 30' west to the north line of the above described tract, at a point 196 feet, more or less, east of the northwest corner of the above described tract;

Together with:

A transmission right-of-way 50 feet wide on each side of a center line through the N½ of the SW¼ of the SW¼ of the NE¼ of said Section 7, described as follows:

Beginning at a point 196 feet, more or less, east of the southwest corner of the above described tract; thence north 13° 30' west to the north line of the above described tract, at a point 120 feet, more or less, east of the northwest corner of the above described tract;

Situate in the City of Shoreline, County of King, State of Washington.

John Bresnahan
SCL GCW and WG Shoreline Easement ORD ATT 1 EX B
April 10, 2015
#D1

Exhibit "B"

Attached hereto and made a part of this EASEMENT dated _____, 2015, by and between the CITY OF SEATTLE, a Washington municipal corporation, acting by and through its CITY LIGHT DEPARTMENT as Grantor, and WG @ SHORELINE, LLC, a Washington limited liability company and GCW SHORELINE, LLC, a Washington limited liability company, as Grantees:

The Easement Area:

All that portion of the City of Seattle's transmission right-of-way lying within the following described parcel, all within the Northeast Quarter of Section 7, Township 26 North, Range 4 East, W.M.:

Beginning at a point on the North line of the South 110 feet of the Northeast Quarter of said Section 7; thence North 89°03'50" West a distance of 31.46 feet to the east line of Aurora Avenue North, said point being 45.00 feet from the centerline of said Aurora Avenue North and the point of beginning of this parcel description; thence North 2°42'47" West a distance of 326.31 feet along the East line of said Aurora Avenue North; thence North 87°17'13" East a distance of 215.22 feet to the Easterly line of said City of Seattle's transmission right-of-way; thence South 12°19'06" East a distance of 41.58 feet along said Easterly line of said City of Seattle's transmission right-of-way; thence South 87°17'13" West a distance of 25.34 feet; thence South 12°03'00" East a distance of 179.79 feet; thence North 87°17'25" East a distance of 25.34 feet to said Easterly line of said City of Seattle's transmission right-of-way; thence South 12°03'00" East a distance of 44.08 feet along said Easterly line of said City of Seattle's transmission right-of-way;

thence South 87°17'25" West a distance of 131.75 feet (referred to herein as "Line X");

thence South 12°03'00" East a distance of 60.35 feet; thence South 77°57'00" West a distance of 60 feet; thence North 89°03'50" West a distance of 108.23 feet to the point of beginning of this parcel description.

Notes concerning legal description:

Basis of Metes and Bounds Description. This metes and bounds description is based on that unrecorded survey by Northwest Datum & Design, Inc., entitled "Shoreline Walgreens Property Boundary," dated July 18, 2008.

Basis of Bearing. The basis of bearing for this survey is the south line of the NE ¼ of Section 7, Township 36 North, Range 4 East as shown in the survey of Oliver's Addition, AF# 7710250629. This survey was rotated from the bearing North 89°16'18" West to North 89°05'45" West to match the legal descriptions completed for the Walgreen's project by David R. Downing & Associates.

Reference surveys for this survey were:	BRH	AF#20041008900007
	HGG	AF#7710250629
	RRF	AF#7507210664
	Chenowith	AF#8603109002

John Bresnahan
SCL GCW and WG Shoreline Easement ORD ATT 1 EX C
April 10, 2015
#D1

Exhibit "C"

Depiction of Easement Area

Attached hereto and made a part of this EASEMENT dated _____, 2015, by and between the CITY OF SEATTLE, a Washington municipal corporation, acting by and through its CITY LIGHT DEPARTMENT as Grantor, and WG @ SHORELINE, LLC, a Washington limited liability company and GCW SHORELINE, LLC, a Washington limited liability company, as Grantees:

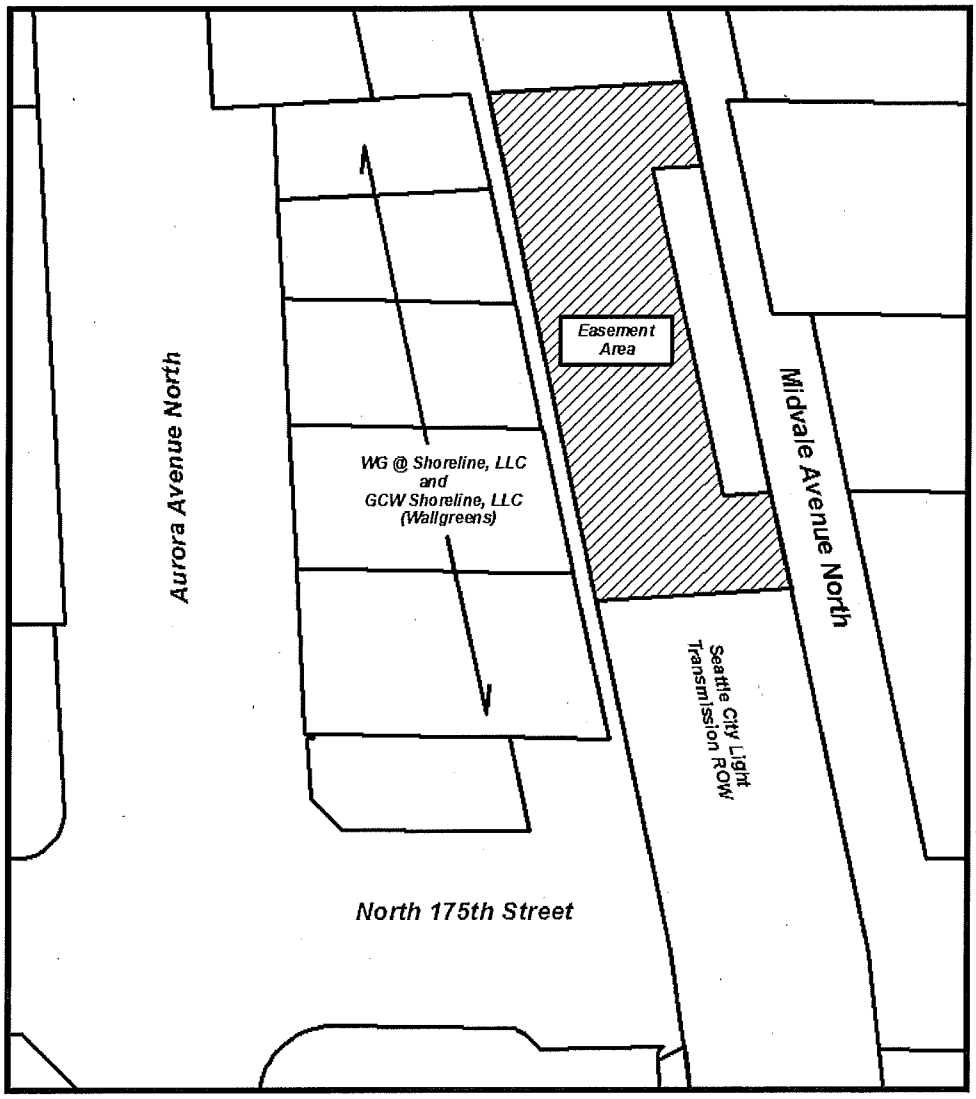

Exhibit "D"

Attached hereto and made a part of this EASEMENT dated _____, 2015, by and between the CITY OF SEATTLE, a Washington municipal corporation, acting by and through its CITY LIGHT DEPARTMENT as Grantor, and WG @ SHORELINE, LLC, a Washington limited liability company and GCW SHORELINE, LLC, a Washington limited liability company, as Grantees:

The WG @ Shoreline, LLC, and GCW Shoreline, LLC (Grantees') Property:

King County Tax Parcel No. 072604-9120

THE NORTH 86.00 FEET OF THE SOUTH 196.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY WASHINGTON, LYING EASTERLY OF AURORA AVENUE NORTH (PSH NO. 1) AS ESTABLISHED BY DEEDS RECORDED UNDER RECORDING NUMBERS 2173660 AND 242744 AND AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 190667 AND LYING WESTERLY OF RONALD PLACE NORTH (NORTH TRUNK ROAD) AS ESTABLISHED BY DEED RECORDED UNDER RECORDING NO. 732071;

TOGETHER WITH THE WESTERLY 30.00 FEET OF VACATED RONALD PLACE NORTH, AS VACATED ON DECEMBER 15, 1930, IN VOLUME 31 OF COMMISSIONER'S RECORDS PAGE 156;

TOGETHER WITH THAT PORTION OF VACATED RONALD PLACE NORTH AS WOULD ATTACH BY OPERATION OF LAW, VACATED UNDER CITY OF SHORELINE ORDINANCE NO. 363 AND RECORDED AS CORRECTED DECLARATION OF STREET VACATION UNDER RECORDING NUMBERS 20050209001505 AND 20050919000245;

LESS THE WESTERLY 31.50 FEET THEREOF CONVEYED TO THE CITY OF SHORELINE BY DEED RECORDED UNDER RECORDING NO. 20080125001715;

SITUATE IN THE CITY OF SHORELINE, COUNTY OF KING, STATE OF WASHINGTON.

King County Tax Parcel No. 072604-9121

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF AURORA AVENUE, WHICH IS 196.00 FEET NORTH OF THE EAST AND WEST QUARTER SECTION LINE OF SAID SECTION 7; THENCE NORTHERLY ALONG THE SAID EASTERLY LINE OF AURORA AVENUE, A DISTANCE OF 75.11 FEET; THENCE EASTERLY PARALLEL WITH THE SAID EAST AND WEST QUARTER SECTION LINE, 113.39 FEET, MORE OR LESS, TO THE WESTERLY LINE OF RONALD PLACE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF RONALD PLACE TO A POINT WHICH IS 196.00 FEET NORTH OF SAID EAST AND WEST QUARTER SECTION LINE TO SECTION 7; THENCE PARALLEL THEREWITH TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF VACATED RONALD PLACE NORTH AS WOULD ATTACH BY OPERATION OF LAW, VACATED UNDER CITY OF SHORELINE ORDINANCE NO. 363 AND RECORDED AS CORRECTED DECLARATION OF STREET VACATION UNDER RECORDING NUMBERS 20050209001505 AND 20050919000245;

LESS THE WESTERLY 31.50 FEET THEREOF CONVEYED TO THE CITY OF SHORELINE BY DEED RECORDED UNDER RECORDING NO. 20080125001715;

SITUATE IN THE CITY OF SHORELINE, COUNTY OF KING, STATE OF WASHINGTON.

King County Tax Parcel No. 072604-9114

PARCEL 1
THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST MARGINAL LINE OF AURORA AVENUE, 271.00 FEET NORTH OF THE EAST AND WEST QUARTER SECTION LINE OF SAID SECTION 7; THENCE NORTH ALONG THE EASTERLY MARGINAL LINE OF SAUD AURORA AVENUE, A DISTANCE OF 60.92 FEET; MORE OR LESS, TO THE NORTH LINE OF SAID SUBDIVISION; THENCE ALONG SAID SUBDIVISION LINE NORTH 89°49'38" EAST 103.4 FEET MORE OR LESS, TO THE WESTERLY MARGINAL LINE OF RONALD PLACE; THENCE SOUTHERLY ALONG THE WESTERLY MARGINAL LINE OF RONALD PLACE TO A POINT DISTANT 271.00 FEET NORTH OF SAID EAST AND WEST QUARTER SECTION LINE ABOVE DESCRIBED; THENCE WEST PARALLEL WITH SAID QUARTER SECTION LINE, 113.49 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF VACATED RONALD PLACE NORTH AS WOULD ATTACH BY OPERATION OF LAW, VACATED UNDER CITY OF SHORELINE ORDINANCE NO. 363 AND RECORDED AS CORRECTED DECLARATION OF STREET VACATION UNDER RECORDING NUMBERS 20050209001505 AND 20050919000245;

LESS THE WESTERLY 31.50 FEET THEREOF CONVEYED TO THE CITY OF SHORELINE BY DEED RECORDED UNDER RECORDING NO. 20080125001715;

SITUATE IN THE CITY OF SHORELINE, COUNTY OF KING, STATE OF WASHINGTON.

PARCEL 2
THE SOUTH 3.00 FEET OF THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING BETWEEN THE NORTHERLY PROLONGATION OF THE EASTERLY AND WESTERLY LINES OF THAT CERTAIN PARCEL OF LAND CONVEYED TO CHARLES C. GRANEY BY INSTRUMENT RECORDED SEPTEMBER 17, 1964 UNDER RECORDING NO. 5787804;

TOGETHER WITH THAT PORTION OF VACATED RONALD PLACE NORTH AS WOULD ATTACH BY OPERATION OF LAW, VACATED UNDER CITY OF SHORELINE ORDINANCE NO. 363 AND RECORDED AS CORRECTED DECLARATION OF STREET VACATION UNDER RECORDING NUMBERS 20050209001505 AND 20050919000245;

LESS THE WESTERLY 31.50 FEET THEREOF CONVEYED TO THE CITY OF SHORELINE BY DEED RECORDED UNDER RECORDING NO. 20080125001715;

SITUATE IN THE CITY OF SHORELINE, COUNTY OF KING, STATE OF WASHINGTON.

King County Tax Parcel Nos. 072604-9315 and 072604-9161

PARCEL 1
THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;

TOGETHER WITH VACATED PORTION OF NORTH TRUNK ROAD ADJOINING, ALL IN SECTION 7, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, WITH THE EASTERLY RIGHT-OF-WAY MARGIN OF STATE ROAD NO. 1, ALSO KNOWN AS AURORA AVENUE AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 2173653; THENCE NORTH 03°46"33' WEST ALONG SAID EASTERLY MARGIN 52.05 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND AS CONVEYED TO R. S. BRAYTON BY DEED RECORDED UNDER KING COUNTY RECORDING NO. 3742770; THENCE ALONG THE SOUTH LINE OF SAID BRAYTON TRACT NORTH 86°13'27" EAST 93.14 FEET TO THE WESTERLY MARGIN OF NORTH TRUNK ROAD, KNOWN AS WOODLAWN PARK AVENUE, AS THE SAME IS NOW ESTABLISHED, SAID WESTERLY MARGIN ALSO BEING THE EASTERLY MARGIN OF THAT PORTION AS VACATED UNDER 31-08-156; THENCE SOUTH 13°09'22" EAST ALONG SAID MARGIN OF NORTH TRUNK ROAD TO THE SOUTH LINE OF SAID NORTH HALF; THENCE ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING EXCEPT THE SOUTH 3.00 FEET THERETO;

TOGETHER WITH THAT PORTION OF VACATED RONALD PLACE NORTH AS WOULD ATTACH BY OPERATION OF LAW, VACATED UNDER CITY OF SHORELINE ORDINANCE NO. 363 AND RECORDED AS CORRECTED DECLARATION OF STREET VACATION UNDER RECORDING NUMBERS 20050209001505 AND 20050919000245;

LESS THE WESTERLY 31.50 FEET THEREOF CONVEYED TO THE CITY OF SHORELINE BY DEED RECORDED UNDER RECORDING NO. 20080125001715;

SITUATE IN THE CITY OF SHORELINE, COUNTY OF KING, STATE OF WASHINGTON.

PARCEL 2
THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;

TOGETHER WITH THE VACATED PORTION OF NORTH TRUNK ROAD ADJOINING, ALL IN SECTION 7, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY MARGIN OF STATE ROAD NO. 1, KNOWN AS AURORA AVENUE, WHICH POINT IS NORTH 03°46'33" WEST 52.05 FEET FROM ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH HALF OF THE

SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 03°46'33" WEST ALONG SAID ROAD MARGIN, 50.05 FEET; THENCE NORTH 86°13'27" EAST 84.47 FEET TO THE WESTERLY MARGIN OF NORTH TRUNK ROAD, KNOWN AS WOODLAWN PARK AVENUE AS THE SAME IS NOW ESTABLISHED; THENCE SOUTH 13°09'27" EAST ALONG SAID MARGIN OF NORTH TRUNK ROAD, 50.77 FEET; THENCE SOUTH 86°13'27" WEST 93.14 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF VACATED RONALD PLACE NORTH AS WOULD ATTACH BY OPERATION OF LAW, VACATED UNDER CITY OF SHORELINE ORDINANCE NO. 363 AND RECORDED AS CORRECTED DECLARATION OF STREET VACATION UNDER RECORDING NUMBERS 20050209001505 AND 20050919000245;

LESS THE WESTERLY 31.50 FEET THEREOF CONVEYED TO THE CITY OF SHORELINE BY DEED RECORDED UNDER RECORDING NO. 20080125001715;

SITUATE IN THE CITY OF SHORELINE, COUNTY OF KING, STATE OF WASHINGTON.

STATE OF WASHINGTON -- KING COUNTY

--ss.

327278 No.

CITY OF SEATTLE,CLERKS OFFICE

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:124815-821 TITLE ONLY

was published on

08/10/15

The amount of the fee charged for the foregoing publication is the sum of $124.00 which amount has been paid in full.

Subscribed and sworn to before me on

08/10/2015

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on July 27, 2015, and published below by title only, will be mailed upon request, or can be accessed at http://clerk.seattle.gov. For information on upcoming meetings of the Seattle City Council, please ~~visit http://~~www.seattle.gov/council/calendar. Contact: Office of the City Clerk at (206) 684-8344

Ordinance 124814

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

Ordinance 124815

AN ORDINANCE relating to the City Light Department; declaring certain real property rights surplus to utility needs; authorizing the General Manager and Chief Executive Officer to execute an agreement for the City to grant an easement for parking and access purposes over a portion of the City's fee-owned Bothell-Canal Transmission Corridor at 17524 Aurora Avenue North in the City of Shoreline, Washington; accepting payment for the true and full value of the easement from GCW Shoreline, LLC, and WG @ Shoreline, LLC; and ratifying and confirming certain prior acts.

Ordinance 124816

AN ORDINANCE relating to the City Light Department; declaring certain real property rights and improvements surplus to the City of Seattle's utility needs; and authorizing the release of an access easement and a permit for a groundwater observation well, and the conveyance of ownership of said groundwater well to James and Valerie Van Dyke in Pend Oreille County, Washington.

Ordinance 124817

AN ORDINANCE relating to the City Light Department; authorizing the execution of the Maintenance Obligations and Ownership Agreement for Boundary Substation with the Bonneville Power Administration; and ratifying and confirming certain prior acts.

Ordinance 124818

AN ORDINANCE relating to the rates, terms and conditions for the use and sale of electricity supplied by the City Light Department to customers in the city of SeaTac; and amending Sections 21.49.020, 21.49.030, 21.49.040, 21.49.052, 21.49.055, 21.49.057, 21.49.081, and 21.49.100 of the Seattle Municipal Code to implement new rates for the city of SeaTac that reflect the terms of the 2015 franchise agreement.

Ordinance 124819

AN ORDINANCE related to the City Light Department; authorizing the General Manager and Chief Executive Officer of City Light to execute a Reliability Coordinator Funding Agreement with Peak Reliability, Inc.

Ordinance 124820

AN ORDINANCE relating to the City Light Department, approving a 15-year franchise to construct, operate, maintain, replace, and repair an electrical light and power system in, across, over, along, under, through, and below certain designated public rights-of-way in the City of SeaTac.

Ordinance 124821

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the Superintendent of Parks and Recreation to sign a lease with Sprint Communications Company L.P. for continuing use of subsurface fiber-optic cable installed in the Burke Gilman Trail.

Date of publication in the Seattle Daily Journal of Commerce, August 10, 2015.

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