

# 6  
CB 117250

Beverly Barnett  
SDOT Capco Alley Vacation ORD  
July 13, 2011  
Version #2

**ORDINANCE \_\_\_\_\_**

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AN ORDINANCE vacating the south 187 feet of the alley adjacent to Lots 17-24 between Block 51 and Block 52, Boston Company's Plat of West Seattle; accepting a Deed for Alley Purposes and placing the real property conveyed by such deed under the jurisdiction of the Seattle Department of Transportation; laying off, opening, widening, extending, and establishing that portion of Block 51 and Block 52, Boston Company's Plat of West Seattle; and accepting a Property Use and Development Agreement as reflected in Clerk File 307032.

WHEREAS, Capelouto Development Company LLC ("Petitioner") filed a petition to vacate the south 187 feet of the alley adjacent to Lots 17-24 between Block 51 and Block 52, Boston Company's Plat of West Seattle; and

WHEREAS, to facilitate this development project it is necessary to vacate the steeply sloped portion of the alley adjacent to the Petitioner's property and accept an alley dedication from the Petitioner and Golden Crest, LLC, an adjacent property owner; and

WHEREAS, the alley dedication conveyed to the City of Seattle by a Deed for Alley Purposes granted by Golden Crest, LLC, a Washington Limited Liability Company and recorded under King County Recording Number 20071128000420 in connection with this alley vacation was accepted by Ordinance 122930, passed March 9, 2009; and

WHEREAS, the alley dedication conveyed to the City of Seattle by a Deed for Alley Purposes granted by the Petitioner and recorded under King County Recording Number 20080919000712 in connection with this alley vacation is being accepted in this ordinance; and

WHEREAS, following a September 27, 2005, public hearing on the petition, the Seattle City Council ("City Council") conditionally granted the petition subject to conditions that have now been met; and

WHEREAS, a Property Use and Development Agreement recorded with the King County Recorder's Office commits the Petitioner and their successors to fulfill ongoing public-benefit obligations required as a result of the street vacation; and

WHEREAS, pursuant to Section 35.79.030 RCW and Seattle Municipal Code Chapter 15.62, the Petitioner has paid the City a vacation fee of \$56,000, which amount is the full appraised value of the property, less the market value of the Deed for Alley Purposes granted to the City by the Petitioner; NOW, THEREFORE,



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

Section 1. The real property described below is vacated:

The South 187 feet of the alley between Blocks 51 and 52, Boston Company's Plat of West Seattle, as recorded in Volume 3 of Plats, page 19, records of King County, Washington.

RESERVING to the City of Seattle the right to make all necessary slopes for cuts or fills upon the above described property in the reasonable original grading of any right-of-way abutting upon said property after said vacation; and further,

RESERVING to the City of Seattle the right to reconstruct, maintain, and operate any existing overhead or underground utilities in said rights-of-way until the beneficiaries of said vacation arrange with the owner or owners thereof for their removal.

Section 2. Immediately subsequent to the vacation referenced in Section 1, the Deed for Alley Purposes, dated July 29, 2008, by CAPELOUTO DEVELOPMENT COMPANY LLC, a Washington Limited Liability company, conveying to The City of Seattle, a municipal corporation of the State of Washington, for alley purposes the following described real property in Seattle, King County, Washington:

Those portions of the North 20 Feet of Lot 17, Block 51, Boston Co's Plat of West Seattle, according to the plat thereof recorded in Volume 3 of Plats, page 19, records of King County, Washington, and the North 20 feet of the alley between Blocks 51 and 52, in said Boston Co's plat of West Seattle, lying southerly of the westerly production of the north line of Lot 17 of said Block 52, all lying between two horizontal planes at elevations 323.83 and 355.00, respectively;

EXCEPT the South 1.83 feet of the east 11.50 feet thereof;

TOGETHER WITH that portion of the West 103.58 feet of said North 20 feet of Lot 17 lying below said horizontal plane at elevation 323.83 and lying above an inclined plane which is at elevation 323.33 at the west line of said Lot 17;



1 Elevations are on North American Vertical Datum (NAVD 88) and are expressed  
2 in feet. Benchmark: Seattle Benchmark SNV-5244, Brass Cap Stamped 5244 at  
3 the Midpoint of Curve at back of concrete walks at Northwest corner of  
4 intersection of Fauntleroy Way SW, 39<sup>th</sup> Avenue SW and SW Alaska Street;  
5 Elevation = 269.36

6 Situate in the City of Seattle, County of King, State of Washington.

7 (Right-of-Way File Number: T2006-53; a portion of tax parcel number 095200-  
8 6755; King County Recording Number 20080919000712)

9 is hereby accepted and the alley between Block 51 and Block 52, Boston Co's Plat of West  
10 Seattle, said block being bounded on the north by SW Oregon Street, on the south by SW Alaska  
11 Street, on the east by 41<sup>st</sup> Avenue SW, and on the west by 42<sup>nd</sup> Avenue SW, is hereby laid off,  
12 opened, widened, extended and established upon the land described in this section.

13 Section 3. The real property conveyed by the deed in Section 2 is placed under the  
14 jurisdiction of the Seattle Department of Transportation.

15 Section 4. The Property Use and Development Agreement, King County Recording  
16 Number 20110325000725, attached as Attachment A, is accepted.

17 Section 5. This ordinance shall take effect and be in force 30 days after its approval by  
18 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
19 shall take effect as provided by Seattle Municipal Code Section 1.04.020.  
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1 Passed by the City Council the \_\_\_\_ day of \_\_\_\_\_, 2011, and  
2 signed by me in open session in authentication of its passage this  
3 \_\_\_\_ day of \_\_\_\_\_, 2011.

4  
5 \_\_\_\_\_  
6 President \_\_\_\_\_ of the City Council

7  
8 Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2011.

9  
10 \_\_\_\_\_  
11 Michael McGinn, Mayor

12  
13 Filed by me this \_\_\_\_ day of \_\_\_\_\_, 2011.

14  
15 \_\_\_\_\_  
16 Monica Martinez Simmons, City Clerk

17 (Seal)

18  
19 Attachment A: Property Use and Development Agreement  
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*When Recorded, Return to:*

**MCCULLOUGH HILL LEARY P.S.**  
Attention: Courtney E. Flora  
701 5<sup>th</sup> Avenue, Suite 7220  
Seattle, WA 98104



## PROPERTY USE AND DEVELOPMENT AGREEMENT

<b>Grantor:</b>	1) Capelouto Development Company LLC, a Washington limited liability company
<input type="checkbox"/>	Additional on page _____
<b>Grantee:</b>	1) City of Seattle
<input type="checkbox"/>	Additional on page _____
<b>Legal Description (abbreviated):</b>	Portion of Lot 17, Blk 51, Boston Co's Plat of West Seattle, Vol. 3 of Plats, pg. 19.
<input checked="" type="checkbox"/>	Additional on : <u>Exhibit 1</u>
<b>Assessor's Tax</b>	Por of 095200-6755
<b>Parcel ID #:</b>	_____
<b>Reference Nos. of Documents Released or Assigned:</b>	<u>N/A</u>

THIS INSTRUMENT is executed this date in favor of the City of Seattle, a municipal corporation (the "City"), by Capelouto Development Company, a Washington limited liability company (the "Owner").

### WITNESSETH:

WHEREAS, The Owner is vested in fee simple title in the real property located in King County, Washington, as described on Exhibit 1 as attached (the "Property"); and

WHEREAS, The Owner applied for and received approval of a Master Use Permit (Project No. 2505655, converted from 2408493) to develop a retail and residential development (the "Project") on the above-described property, and thereafter developed the Project; and



WHEREAS, the Project necessitated the partial vacation of an alley, the south 187 feet of the alley adjacent to Lots 17 – 24 between Block 51 and Block 52, Boston Company's Plat of West Seattle, near the Alaska Junction of the West Seattle neighborhood of Seattle; and

WHEREAS, The Owner filed a petition (C. F. 307032) for the vacation of the alley as authorized by Chapter 35.79 of the Revised Code of Washington and Seattle Municipal Code Chapter 15.62; and

WHEREAS, the Transportation Committee of the Seattle City Council held a public hearing on the street vacation petition and recommended approval of the street vacation petition, subject to conditions; and

WHEREAS, the Seattle City Council granted approval of the street vacation petition, subject to conditions, on October 3, 2005; and

WHEREAS, execution of a Property Use and Development Agreement is desired to ensure compliance with any conditions of alley vacation approval that will not be fully satisfied prior to passage of the ordinance vacating the above-referenced alley;

NOW, THEREFORE, The Owner covenants, bargains and agrees on behalf of itself, its successors and assigns, that if the ordinance vacating the above-referenced alley is passed by the Seattle City Council and approved by the Mayor, the Owner shall operate and maintain the Project in accordance with this Property Use and Development Agreement:

Section 1. Addressed below are those conditions of the alley vacation approval that require on-going effort during the operation of the Project, and could not, therefore, be met prior to passage of the ordinance vacating the above-referenced alley.

A. Five-foot setback along SW Alaska Street façade: There is a five-foot setback along the SW Alaska Street façade. The concrete pavers, street trees, ornamental shrubs and benches along the SW Alaska Street façade setback shall be maintained in good condition and replaced as necessary. Any replacement shall be in like quality and quantity.

B. Open Space at 42<sup>nd</sup> Avenue SW and SW Alaska Street: The 500 square foot open space at 42<sup>nd</sup> Avenue SW and SW Alaska Street will remain open to the public at all times. A sign shall indicate that this is publicly-accessible space. The specialty paving, planting and permanent seating shall be maintained in good condition and replaced as necessary to the same standard and quality. These fixtures and furniture may be replaced, updated or modified (but not eliminated altogether) from time to time without City approval.

C. Bus Stop on SW Alaska Street. The new bus stop and canopy on SW Alaska Street shall be maintained in good condition.



Section 2. The legal description of the Property is included in Exhibit 1, which is incorporated by this reference. An executed copy of this Property Use and Development Agreement shall be recorded in the records of King County and the covenants hereof shall be deemed to attach to and run with the Property.

Section 3. The Owner shall indemnify, hold harmless, and defend the City and its officers, agents and employees, from any and all claims, losses, liabilities, liens, costs, or expenses including attorney's fees, resulting from or arising out of public use of the five-foot setback along the SW Alaska Street façade and the 500 square foot open space at 42<sup>nd</sup> Avenue SW and SW Alaska Street located on the Property, except to the extent resulting from the negligence or intentional acts of the City. If any claim covered by this paragraph is asserted against the City. Owner, upon notice thereof from the City, shall defend the City at its sole cost and expense, and shall pay any final judgment rendered upon any claim.

Section 4. This Property Use and Development Agreement may be amended or modified by mutual agreement between the City and Capelouto Development Company, according to the following procedure. Minor changes to this Agreement may be approved by SDOT, if the proposed change is consistent with the purpose and intent of the conditions. Any major changes to this Agreement, as determined by SDOT, shall require approval by the City Council of the City by resolution or ordinance. SDOT shall provide Capelouto Development Company with notice and the opportunity to comment on whether a change is considered minor or major, prior to SDOT making that determination. Nothing in this Property Use and Development Agreement shall be construed as a surrender of the City's governmental powers.

Section 5. This Property Use and Development Agreement is made for the benefit of the City and the public. The City may institute and prosecute any proceeding in law or in equity to enforce this Property Use and Development Agreement.

Section 6. The Owner agrees that terms of this Property Use and Development Agreement shall be binding on the Owner and its successors, heirs, and assigns.





## EXHIBIT A

### Legal Description

PARCEL A:

LOTS 19 THROUGH 24 IN BLOCK 51 OF BOSTON CO'S PLAT OF WEST SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 19, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION OF SAID LOT 24 CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 70682 FOR THE WIDENING OF WEST ALASKA STREET AS PROVIDED BY ORDINANCE NO. 21032 OF THE CITY OF SEATTLE.

PARCEL B:

LOTS 17 THROUGH 24 IN BLOCK 52 OF BOSTON CO'S PLAT OF WEST SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 19, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION OF SAID LOT 24 CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 70682 FOR THE WIDENING OF WEST ALASKA STREET AS PROVIDED BY ORDINANCE NO. 21032 OF THE CITY OF SEATTLE.

PARCEL C:

LOTS 17 AND 18 IN BLOCK 51 OF BOSTON CO'S PLAT OF WEST SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 19, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF SEATTLE FOR ALLEY PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 20080919000712;

PARCEL D:

THAT PORTION OF THE ALLEY BETWEEN BLOCKS 51 AND 52 IN BOSTON CO'S PLAT OF WEST SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 19, IN KING COUNTY, WASHINGTON, LYING SOUTHERLY OF THE WESTERLY PRODUCTION OF THE NORTH LINE OF LOT 17 OF SAID BLOCK 52, AND LYING NORTHERLY OF THE NORTH LINE OF THAT PORTION OF LOTS 24 IN SAID BLOCKS AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 70682 FOR THE WIDENING OF WEST ALASKA STREET AS PROVIDED BY ORDINANCE NO. 21032 OF THE CITY OF SEATTLE, PRODUCED EASTERLY AND WESTERLY ACROSS SAID LOTS;

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF SEATTLE FOR ALLEY PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 20080919000712.



**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>CBO Analyst/Phone:</b>
Seattle Department of Transportation	Beverly Barnett/684-7564	Rebecca Guerra/684-5339

**Legislation Title:**

AN ORDINANCE vacating the south 187 feet of the alley adjacent to Lots 17-24 between Block 51 and Block 52, Boston Company's Plat of West Seattle; accepting a Deed for Alley Purposes and placing the real property conveyed by such deed under the jurisdiction of the Seattle Department of Transportation; laying off, opening, widening, extending, and establishing that portion of Block 51 and Block 52, Boston Company's Plat of West Seattle; and accepting a Property Use and Development Agreement as reflected in Clerk File 307032.

**Summary of the Legislation:**

This Council Bill completes the vacation process for the alley between Block 51 and Block 52, Boston Company's Plat of West Seattle, on the petition of Capelouto Development Company LLC, a Washington limited liability company (the "Petitioner"), accepts a surface dedication for alley purposes over Petitioner's property for public access that connects the alley to 42<sup>nd</sup> Avenue SW; and accepts a Property Use and Development Agreement in connection with the alley vacation.

**Background:** (Include a brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable.)

The Petitioner sought vacation of the south 187 feet of the alley to develop a mixed-use commercial and residential development project with accessory parking located on the north side of SW Alaska Street between 41<sup>st</sup> and 42<sup>nd</sup> Avenues SW in the heart of the West Seattle Junction Urban Village. On October 3, 2005, the City Council voted to conditionally grant the Petitioner's petition to vacate that portion of the alley. The Petitioner subsequently developed a commercial and residential project with accessory parking which consists of approximately 65,000 square feet of retail space, of which 40,000 square feet is a new QFC store, and approximately 150,000 of residential space above the commercial space consisting of a mix of studios and one-and two-bedroom apartments. The resulting development project is now known as Capco Plaza/Altamira Apartments. To meet its public benefit requirement, the Petitioner has provided streetscape enhancements and open space around the project, including an additional five-foot setback on SW Alaska Street with street furniture, landscaping and a small plaza approximately 500 square feet at the corner of SW Alaska Street and 42<sup>nd</sup> Avenue SW.

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.)

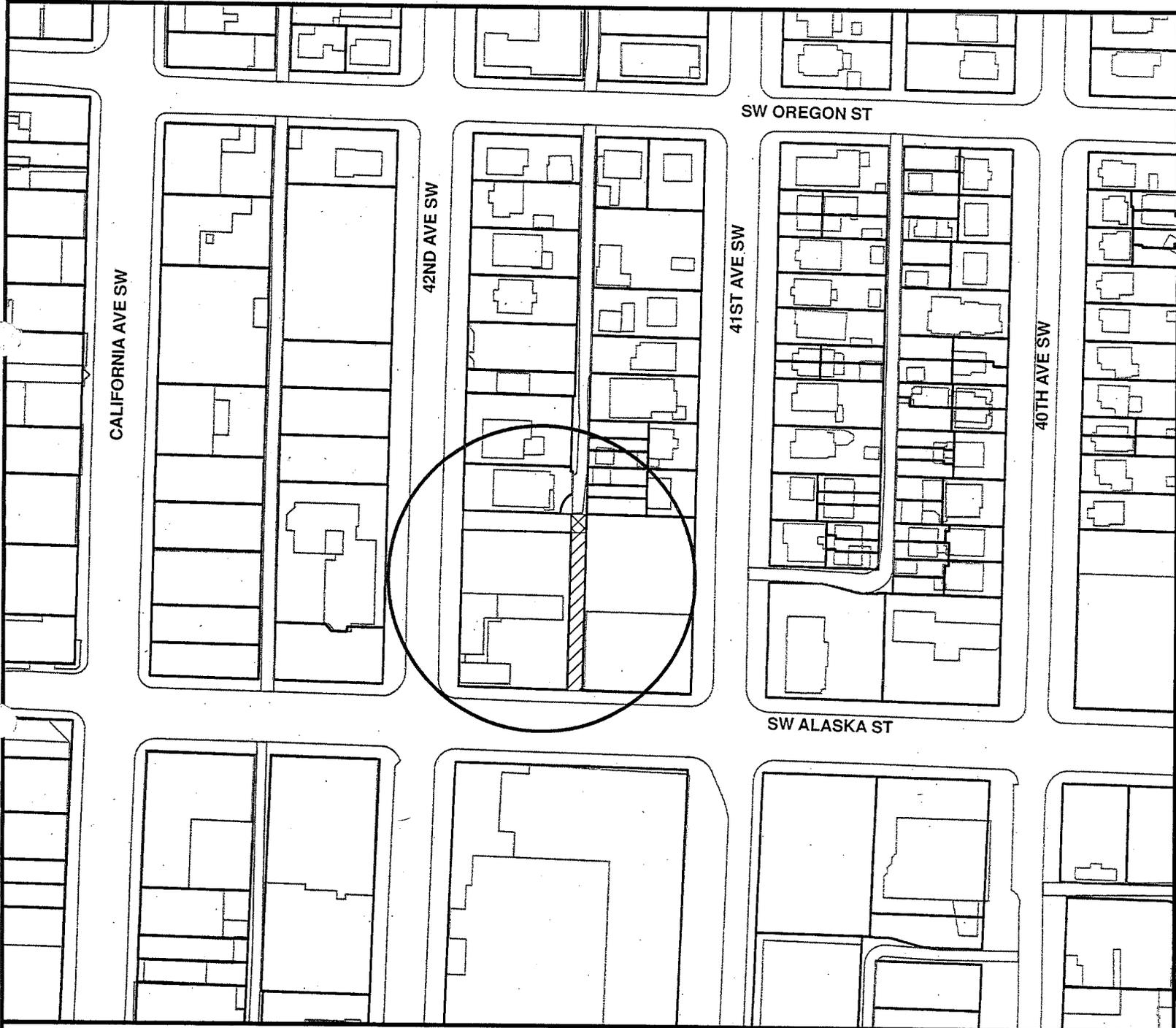


Beverly Barnett/GMH  
SDOT Capco Alley Vacation FISC  
July 13, 2011  
Version #1

This legislation does not accept or appropriate funds. The Seattle Department of Transportation received a vacation fee of \$56,000 in 2010, at which time 50 percent was deposited in the CRS Unrestricted Subaccount and 50 Percent in the CRS Street Vacation Subaccount.

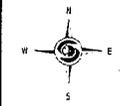
Attachment A: Alley Vacation Map.





**Petitioner:**  
**Capelouto Development Company, LLC**

-  Vacation Area: 2,880 sq ft
-  New Alley Dedication: 2,279 sq ft
-  Vacated and Rededicated with an exception for utility purposes: 307 sq ft



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Produced by the Seattle Department of Transportation  
No warranties of any sort, including accuracy, fitness or merchantability, accompany this product.

Coordinate System:  
State Plane, NAD83-91,  
Washington, North Zone  
Orthophoto Source:  
Pictometry 2007

PLOT DATE : June 2011  
AUTHOR : Street Vacation



# Block 51/52 Partial Alley Vacation



**City of Seattle**  
Office of the Mayor

August 2, 2011

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 that would complete the vacation process for Capelouto Development Company LLC (Petitioner). The Petitioner sought to vacate the south 187 feet of the alley between 41<sup>st</sup> Avenue SW and 42<sup>nd</sup> Avenue SW in the West Seattle Neighborhood to develop a mixed-use commercial and residential development with accessory parking located on the north side of SW Alaska Street in the heart of the West Seattle Junction Urban Village. This legislation also accepts a deed for alley purposes conveying a surface easement from the Petitioner to allow the City to reconfigure the alley to connect the improved alley to 42<sup>nd</sup> Avenue SW, forming an "L" shape and a Property Use and Development Agreement that commits the Petitioner to fulfill ongoing public benefit obligations in connection with this project.

On October 3, 2005, the City Council voted to conditionally grant the Petitioner's petition to vacate that portion of the alley. The Petitioner subsequently developed a commercial and residential project with accessory parking which consists of approximately 65,000 square feet of retail space, of which 40,000 square feet is a new grocery store, and approximately 150,000 of residential space above the commercial space consisting of a mix of studios and one-and two-bedroom apartments. The resulting development project is now known as Capco Plaza/Altamira Apartments. To meet its public benefit requirement, the Petitioner has provided streetscape enhancements and open space around the project, including an additional five-foot setback on SW Alaska Street with street furniture, landscaping and a small plaza approximately 500 square feet at the corner of SW Alaska Street and 42nd Avenue SW.

Thank you for your support of this legislation that supports the creation of a new development in the West Seattle Junction that supports economic growth in the area. If you have any questions please contact Beverly Barnett at (206) 684-7564.

Sincerely,

Michael McGinn  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

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

Tel (206) 684-4000  
Fax (206) 684-5360  
TDD (206) 615-0476  
mike.mcgin@seattle.gov



**ORDINANCE**

AN ORDINANCE vacating a submerged portion of South Forest Street between East Marginal Way South and the East Duwamish Waterway in the Duwamish Industrial Area of Seattle on the petition of the Port of Seattle; accepting a storm water drainage facilities easement to install, replace and improve storm water facilities; accepting a bulkhead panel and retaining wall maintenance easement at Slip 27 and Terminal 25 for access and maintenance; and accepting a perpetual non-exclusive public access easement for public access to shoreline area in the Duwamish Waterway in South Park (Clerk File 307732).

WHEREAS, the Port of Seattle (the "Petitioner") filed a petition to vacate a submerged portion of South Forest Street lying west of East Marginal Way South and east of the east margin of the East Waterway in the Duwamish Industrial Area of Seattle; and

WHEREAS, following a public hearing on the petition, held on April 24, 2007, the petition was conditionally granted by the Seattle City Council ("City Council"); and

WHEREAS, the City Council approved the petition pursuant to certain conditions which have been met (See Clerk's File 307732); and

WHEREAS, the Petitioner has granted an easement to the City of Seattle (the "City") for portions of Lots 5, 6, and 7, Block 373, Seattle Tide Lands, a portion of vacated South Forest Street as vacated by City of Seattle Street Vacation Ordinance Number 13732, and vacated South Forest Street adjoining. Such easement will allow the City to install, replace, and improve the storm water drainage facilities within the defined easement area; and

WHEREAS, the Petitioner has granted an easement to the City for access to Slip 27 at the north margin of the combined Terminal 25 and Slip 27 marine cargo facility, allowing for future maintenance of the bulkhead panel and retaining wall at the west margin of East Marginal Way South; and

WHEREAS, the Petitioner has granted a perpetual non-exclusive public access easement to the City for access in South Park to the facilities and improvements constructed northeast of the intersection of Eighth Avenue South and South Portland Street and the South Park public shoreline access site to a shoreline access site on the Port of Seattle's publically-owned property in the Duwamish Waterway in South Park; and

WHEREAS, pursuant to Section 35.79.030, RCW, Seattle Municipal Code Chapter 15.62, and Ordinance 114876, the Petitioner has paid the City the administrative costs of the vacation petition; NOW, THEREFORE,



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

Section 1. The real property described as:

That portion of South Forest Street within the Southeast Quarter of Section 7, Township 24 North, Range 4 East, W.M., being a strip of land one hundred (100) feet in width and eight hundred and six and one-tenth (806.1) feet in length, lying West of East Marginal Way South, and South of Lot 5, Block 373, Seattle Tide Lands, King County, Washington.

(Also described, per City of Seattle Acceptance Ordinance No. 13809, as a strip of land one hundred (100) feet in width and eight hundred and six and one-tenth (806.1) feet in length, the same being all of Lot 6 and the north forty (40) feet of Lot 7, Block 373, Seattle Tide Lands, King County, Washington)

is hereby vacated;

RESERVING to the City of Seattle the right to make all necessary slopes for cuts or fills upon the above described property after said vacation; and further,

RESERVING to the City of Seattle the right to reconstruct, maintain, and operate any existing overhead or underground utilities in said rights-of-way until the beneficiaries of said vacation arrange with the owner or owners thereof for their removal.

Section 2. The Storm Water Drainage Facilities Easement, King County Recording Number 20101203000609, dated October 29, 2010, and attached hereto as Attachment A, is hereby accepted.

Section 3. The Bulkhead Panel and Retaining Wall Maintenance Easement at Slip 27 and Terminal 25, King County Recording Number 20101230001467, dated October 25, 2010, and attached hereto as Attachment B, is hereby accepted.

Section 4. The Public Access Easement, King County Recording Number 20101230001468 and dated October 25, 2010, and attached hereto as Attachment C, is hereby accepted.



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

4 Passed by the City Council the \_\_\_\_ day of \_\_\_\_\_, 2011, and  
5 signed by me in open session in authentication of its passage this  
6  
7 \_\_\_\_ day of \_\_\_\_\_, 2011.

8  
9 \_\_\_\_\_  
10 President \_\_\_\_\_ of the City Council

11  
12 Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2011.

13  
14 \_\_\_\_\_  
15 Michael McGinn, Mayor

16  
17 Filed by me this \_\_\_\_ day of \_\_\_\_\_, 2011.

18  
19 \_\_\_\_\_  
20 Monica Martinez Simmons, City Clerk

21 (Seal)

22  
23 Attachment A: Storm Water Drainage Facilities Easement

24 Attachment B: East Marginal Way South - Bulkhead Panel and Retaining Wall Maintenance  
25 Easement at Slip 27 and Terminal 25 - Seattle Department of Transportation

26 Attachment C: South Park Public Shoreline Access Site – Public Access Easement  
27



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Seattle Public Utilities Real Property Services  
Post Office Box 34018  
Seattle, WA 98124-4018



20101203000609

CUSTOMER EAS 68.00  
PAGE-001 OF 007  
12/03/2010 13:28  
KING COUNTY, WA

### STORM WATER DRAINAGE FACILITIES EASEMENT

Reference Nos. of Document Released: None  
Grantor: Port of Seattle  
Grantee: City of Seattle  
Legal Description (abbreviated): Portions of Lots 5, 6 and 7, Block 373, Seattle Tide Lands, portion of vacated South Forest Street as vacated by City of Seattle Street Vacation Ordinance #13732, and vacated South Forest Street adjoining  
Assessor's Tax Parcel ID No. 7666207830 & 7666207900

This Easement ("Easement") is made effective as of the 29 day of October, 2010 by and between the Port of Seattle, a Washington municipal corporation ("Grantor"), and the City of Seattle, a Washington municipal corporation, acting by and through Seattle Public Utilities ("Grantee").

#### RECITALS

WHEREAS, Grantor petitioned the City of Seattle to vacate a sub-merged portion of South Forest Street, west of East Marginal Way South and east of the east margin of the East Waterway in the Duwamish Industrial area of Seattle ("Street"), as more particularly described in the vacation petition to the City of Seattle Clerk File No. 307732, and as legally described in the attached and herein incorporated Exhibit A ("Vacated Area"); and

WHEREAS, Grantor owns King County Assessor's Tax Parcel Numbers 7666207830 and 7666207900 (collectively, "Grantor's Property"), the real property abutting the Vacated Area to the north and south respectively; and

WHEREAS, Grantee owns and operates a municipal stormwater drainage system ("System") and its long-range System plan includes plans to construct a storm water drainage outfall and other necessary and convenient appurtenances or facilities ("Stormwater Facilities") from East Marginal Way South into the Vacated Area; and



WHEREAS, Grantee's vacation of the Street is conditioned, in part, on Grantor conveying a satisfactory utility easement to Grantee for future Stormwater Facilities; and

WHEREAS, Grantor desires to fulfill conditions for the vacation of South Forest Street, in accordance with City of Seattle Clerk File No. 307732.

NOW, THEREFORE, the parties agree as follows:

#### **EASEMENT**

In consideration of Grantee's vacation of South Forest Street, and other good and valuable consideration, receipt of which are hereby acknowledged, Grantor hereby conveys and grants, insofar as it has rights, title and interest in South Forest Street, or hereinafter acquires rights, title or interest in the Street, to Grantee, a ten-foot (10') wide, nonexclusive, permanent easement for the construction, installation, operation and maintenance of Stormwater Facilities over, under, through, across and upon an easterly portion of Grantor's Property and the Vacated Area, as legally described in **Exhibit B** attached hereto and incorporated herein ("Easement Area").

This Easement shall include only such rights in the Easement Area as shall be necessary for the construction, installation, reconstruction, alteration, operation, improvement, maintenance, inspection, repair and replacement of Stormwater Facilities and access thereto ("Purposes"). Grantor, its successors and assigns, shall have the right to use the Easement Area in any way and for all purposes which do not unreasonably interfere with the easement rights for the Purposes herein granted to Grantee and which are consistent with the terms and conditions of this Easement.

#### **A. Grantee's Purposes, Uses and Obligations**

1. Grantee and its employees, contractors and consultants shall have the right to enter upon and use the Easement Area at all times for the Purposes herein.
2. Grantee, at its own expense, shall have the right to install, replace and improve any Stormwater Facilities within the Easement Area with Stormwater Facilities of the same or larger diameter and capacity, or functionality; provided that, upon completion, any new Stormwater Facilities will not unreasonably block, obstruct, hinder or otherwise prevent access over and across the Grantor's Property.
2. Grantee agrees to restore the Easement Area following any activity by Grantee that disturbs the Easement Area, to the condition it was in immediately prior to Grantee's work being commenced.

#### **B. Grantor's Obligations and Activities in Easement Area**



1. Grantor agrees that, it will not knowingly permit any other utility facility, including without limitation, conduits, cable, pipelines, vaults, poles, posts, whether public or private, to be installed within the Easement Area, without the prior written approval of Grantee, which may include required horizontal and vertical clearances depending on the type and size of Stormwater Facilities installed.
2. Grantor shall not, and shall not permit its employees, agents, lessees, tenants, licensees or invitees to make any excavation, boring, or tunneling within the Easement Area without the prior written approval of Grantee.
3. Grantor shall not, and shall not permit its employees, agents, lessees, tenants licensees or invitees to (a) erect, plant, or allow to remain any buildings, walls, rockeries, trees, shrubbery, or obstructions of any kind or (b) place any fill material of any kind within the Easement Area, without the prior written permission and approval of Grantee.
4. Grantor acknowledges and agrees that it has represented to Grantee that it will not fill or develop the submerged portion of the Street so that the Stormwater Facilities constructed within the Easement Area can properly function as an outfall into a waterway and that it has entered into agreements with other parties that run with the land that prevent Grantor from filling or developing the submerged portion of the Street. In the event those agreements are no longer valid, or for any other reason Grantor is allowed to and plans to fill or develop the submerged portion of the Street, which will frustrate the Purposes of this Easement Agreement, Grantor shall promptly grant and record an amended easement with a new alignment across Grantor's Property that is acceptable to Grantee to extend the Stormwater Facilities to an available waterway at no cost to Grantee. In addition, Grantor will reimburse Grantee for the reasonable costs to extend the Stormwater Facilities caused by Grantor's fill or development of the submerged portion of the Street within 60 days of receipt of an invoice from Grantee. Grantor will provide reasonable notice of the planned fill or development to Grantee and coordinate any plans and schedules to avoid disruption to Grantee's Stormwater Facilities.

#### **C. Indemnification and Insurance**

1. To the extent permitted by law, Grantor and Grantee shall protect, defend, indemnify, and save harmless the other party, and its officers, officials, employees, and agents from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property (each, a "Claim"), to the extent caused by the negligent acts, omissions or willful misconduct of the indemnifying party. Each party agrees that its obligations under this Section C extend to any claim, demand, or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event of any claims, demands, actions or lawsuits, the indemnifying



party upon prompt notice from the other party shall assume all costs of defense thereof, including legal fees incurred by the other party, and of all resulting judgments that may be obtained against the other party. The prevailing party shall be entitled to recover its reasonable costs and expenses (including reasonable attorneys' fees) incurred to enforce the provisions of this section.

2. Grantor shall indemnify, defend and hold harmless Grantee, its officers, employees and agents from any and all liabilities, losses, damages, costs, expenses or claims of any kind or nature (including, without limitation, reasonable attorneys' fees and any liability for costs of investigation, abatement, remediation, cleanup, fines, penalties, or other damages arising under any environmental laws) arising out of or in connection with the disposal, release or discharge, migration, handling, or transportation of hazardous materials or substances, as that term may be defined by applicable local, state or federal law on or from any portion of Grantor's Property, including the Easement Area, any time after the recording of this Easement, except to the extent caused by Grantee's operations for the Purposes herein.

#### D. Compliance with Laws

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

#### E. Runs with Land

This Easement 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, assigns and successors-in-title.

Grantor and Grantee hereby represent and warrant to each other that it has necessary authorization to enter into this Easement and that it has been executed by a duly authorized officer of Grantor and Grantee respectively.

[THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK]  
[SIGNATURE(S) ON ATTACHED PAGE(S)]



Port of Seattle, a Washington  
municipal corporation

The City of Seattle  
Seattle Public Utilities

By [Signature]

By [Signature]  
Ray Hoffman, Director

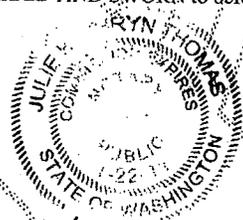
Date 10/25/10, 2010

Date 10/22/10, 2010

STATE OF Washington )  
COUNTY OF King )

I certify that I know or have satisfactory evidence that Tay Yoshitani is the person who appeared before me and signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Chief Executive Officer of the Port of Seattle, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 20<sup>th</sup> day of October 2010

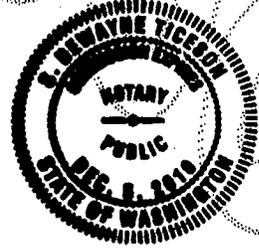


NAME Julie Kathryn Thomas  
(Print name) Julie Kathryn Thomas  
NOTARY PUBLIC in and for the State of  
Washington  
Residing at Seattle - Bothell WA  
My appointment expires: 12-22-2011

STATE OF Washington )  
COUNTY OF King ) SS.

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 s/he was authorized to execute the instrument and acknowledged it as Director of Seattle Public Utilities of the City of Seattle, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 29 day of October 2010



NAME S. Dewayne Ticeson  
(Print name) S. Dewayne Ticeson  
NOTARY PUBLIC in and for the State of  
Washington  
Residing at Seattle  
My appointment expires: 12-5-2010

*Instrument*



**EXHIBIT A**

**LEGAL DESCRIPTION OF VACATED AREA**

That portion of South Forest Street within the Southeast Quarter of Section 7, Township 24 North, Range 4 East, W.M., being a strip of land one hundred (100) feet in width and eight hundred and six and one-tenth (806.1) feet in length, lying West of East Marginal Way South, and South of Lot 5, Block 373, Seattle Tide Lands, King County, Washington.

(Also described, per City of Seattle Acceptance Ordinance No. 13809, as a strip of land one hundred (100) feet in width and eight hundred and six and one-tenth (806.1) feet in length, the same being all of Lot 6 and the north forty (40) feet of Lot 7, Block 373, Seattle Tide Lands, King County, Washington)



**EXHIBIT B**

**EASEMENT AREA**

That portion of the Southeast Quarter of Section 7, Township 24 North, Range 4 East, W.M., City of Seattle, King County, State of Washington, described as follows;

A strip of land 10 feet in width, West of and adjoining the following described line;

Commencing at the Northeast corner of Lot 5, Block 373, Plat of Seattle Tide Lands;

Thence South  $01^{\circ}08'30''$  West, along the Westerly margin of East Marginal Way South, a distance of 45.27 feet to the true point of beginning;

Thence continuing South  $01^{\circ}08'30''$  West, along said margin, a distance of 260.00 feet to the terminus of said Easement.

(Containing 2,600 square feet more or less)



**Return Address:**

Seattle Department of Transportation  
Attn: Beverly Barnett, Street Vacation Supervisor  
Street Vacation Supervisor  
700 Fifth Avenue, Suite 3900  
P.O. Box 34996  
Seattle, Washington 98124-4996



**20101230001467**

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PAGE-001 OF 006  
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KING COUNTY, WA

**East Marginal Way South—Bulkhead Panel and Retaining Wall Maintenance Easement at Slip 27 and Terminal 25 – Seattle Department of Transportation**

**REFERENCE #:** City of Seattle, Clerk File No. 307732

**Grantor:** Port of Seattle

**Grantee:** Seattle Department of Transportation, City of Seattle

**Abbreviated Legal:** Exhibit A: Terminal 25 facility, SE1/4 7-24N-04E

Exhibit B: East Marginal Way South Bulkhead Panel and Retaining Wall Easement, SE1/4 7-24N-04E

**Assessor's Property Tax Parcel #:** APN: 766620-7900 and 76620-7905

**East Marginal Way South—Bulkhead Panel and Retaining Wall Maintenance Easement at Slip 27 and Terminal 25 – Seattle Department of Transportation**

This easement for access to Slip 27 at the north margin of the combined Terminal 25 and Slip 27 marine cargo facility, allowing for future maintenance of the bulkhead panel and retaining wall at the west margin of East Marginal Way South, is conveyed by the Port of Seattle, a Washington municipal corporation, ("Port"), to Seattle Department of Transportation, City of Seattle, a municipal corporation ("City"), as described below.

**Recitals**

1. The Port owns certain real property in King County, Washington, legally described in Exhibit A, Terminal 25 (and Pier 27), which is attached to and incorporated in this easement agreement by this reference ("Port Property").
2. As part of the proposed vacation of the submerged portion of South Forest Street, requested by the Port in order to construct a piling supported connecting bridge across aquatic area in Slip 27, including South Forest Street right-of-way, and as approved by the City of Seattle City Council on May 14, 2007, as

**EXCISE TAX NOT REQUIRED**

King Co. Records Division

By DAVID H. HENDON Deputy

DAVID H. HENDON



East Marginal Way South  
Bulkhead Panel and Retaining Wall Maintenance Easement  
Seattle Department of Transportation  
Page 2

described in Clerk File No. 307732, the Port is to convey to the City a maintenance access easement ensuring: (1) that the Department of Transportation, City of Seattle, has access to Slip 27 from East Marginal Way South public right-of-way area for the purpose of maintaining the existing bulkhead panel and retaining wall at the west margin of public right-of-way and (2) that the Port will cooperate with SDOT in determining appropriate access for the purpose of maintenance via adjacent Port property at Pier 27 and in Slip 27.

3. In conjunction with the above referenced Clerk File No. 3007732, vacation of the submerged portion of South Forest Street, the City has required that an easement allowing for maintenance of the existing East Marginal Way South bulkhead panel and retaining wall at Slip 27 be provided in aquatic area owned by the Port in Slip 27, including area in the former South Forest Street right-of-way, legally described in Exhibit B which is attached to and incorporated in this document by this reference (Terminal 25 and Pier 27, East Marginal Way South—Bulkhead Panel and Retaining Wall Easement). Exhibit C, East Marginal Way South—Bulkhead Panel and Retaining Wall Easement, illustrates the easement area.

#### Agreement

For and in consideration of valuable consideration, receipt of which is hereby acknowledged, the Port hereby conveys and quitclaims to the City for the purpose and subject to the conditions hereinafter set forth, a perpetual, nonexclusive easement over, along, and across the Slip 27 Bulkhead Access Easement Area, legally described at Exhibit B:

1. **Purpose.** The City shall have the right to use the Slip 27 Bulkhead Access Easement Area for access and maintenance of an existing bulkhead panel and retaining wall at the west margin of East Marginal Way South at the east end of placement of Slip 27.
2. **Effective Date.** This easement is effective upon the effective date of the ordinance enacted by the Seattle City Council accepting the easement or upon the date of signature by both parties if acceptance authority has been delegated.
3. **Private Property.** The Port does not intend through this agreement to make a gift or a dedication for any general public use of the Slip 27 Bulkhead Access Easement Area.
4. **Successors.** The rights and obligations of the parties to this easement agreement shall inure to the benefit of and be binding upon their respective successors and assigns. Conveyance of the Port Property shall be subject to this agreement.



East Marginal Way South  
Bulkhead Panel and Retaining Wall Maintenance Easement  
Seattle Department of Transportation  
Page 3

5. Port's use of Easement Area. The Port reserves the right to use the Slip 27 Bulkhead Access Easement Area for any purpose not inconsistent with the rights granted to the City herein.
6. Entire Agreement. This agreement contains the entire agreement between the Port and the City and supersedes any previous agreements or negotiations. Modification or waiver of any provisions in this agreement shall be effective only if made in writing and executed with the same formality as this easement.

GRANTOR:  
PORT OF SEATTLE, a Washington municipal corporation

BY: Tay Yoshitani  
Tay Yoshitani, Chief Executive Officer

STATE OF WASHINGTON )  
( ) SS  
COUNTY OF King )

On this 25<sup>th</sup> day of October, 2010, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tay Yoshitani to me known to be the CEO of the Port of Seattle who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



Julie Kathryn Thomas  
(Signature of Notary)



**TERMINAL 25**

3225 EAST MARGINAL WAY SOUTH (APNS 76620-7905 AND 76620-7900)

THAT PORTION OF THE SE QUARTER OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 4 EAST, AND THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, AND LING IN THE SEATTLE TIDELANDS, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF S.D. HINDS STREET AND EAST MARGINAL WAY SOUTH, THENCE NORTH 00°00'00" EAST, A DISTANCE OF 153.00 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 197.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 745.37 FEET; THENCE SOUTHWESTERLY, A DISTANCE OF 228.50 FEET ALONG A CURVE, CHORD BEING TO THE RIGHT OF 197.00 FEET, POINT LIES NORTH 36°11'19" WEST, A RADIUS OF 279.33 FEET, THIS CURVE BEING A PORTION OF A CIRCLE HAVING A CENTRAL ANGLE OF 42°21'01";

THENCE WESTERLY, A DISTANCE OF 197.00 FEET ALONG A CURVE, CHORD BEING TO THE RIGHT HAVING A RADIUS OF 877.33 FEET AND A CENTRAL ANGLE OF 00°48'00";

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 197.00 FEET;

THENCE NORTH 42°30'00" EAST, A DISTANCE OF 702.57 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 281.42 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 1883.63 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 806.10 FEET;

THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 502.80 FEET;

THENCE NORTH 45°00'00" WEST, A DISTANCE OF 28.00 FEET;

THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 549.71 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO THE FOLLOWING UTILITY EASEMENTS BENEFITTING KING COUNTY METRO: THE BED OF EAST WATERWAY IN FRONT OF BLOCKS 376, 386 AND VACATED SOUTH MARGINAL WAY SOUTH, SEATTLE TIDELANDS, INCLUDED IN THE TRACT DESCRIBED, AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 22, SAID BLOCK 376;

THENCE NORTH 07°00'00" EAST ALONG THE EAST LINE OF THE EAST WATERWAY, A DISTANCE OF 5 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 745 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 20 FEET;

THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 745 FEET;

THE TRUE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP THEREOF ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON.

(CONTINUED ABOVE RIGHT)

TOGETHER WITH THE WATERWAY AREA LYING IN FRONT OF LOTS 2, THROUGH 7, BLOCK 374, ALL OF BLOCK 374, SEATTLE TIDELANDS, SOUTH HANFORD STREET VACATED BY THE CITY OF SEATTLE ORDINANCE 322533 AND THE CANAL WATERWAY TURNING BASIN VACATED BY COMMISSIONER OF PUBLIC LANDS ORDER NO. 70-612, DECEMBER 21, 1970, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 22, BLOCK 386, SEATTLE TIDELANDS, SAID POINT BEING 50.00 FEET EAST OF THE NORTHEAST CORNER OF SAID LOT 22;

THENCE NORTH 00°00'00" EAST ALONG THE EAST PIER HEAD LINE OF THE TIDELANDS, A DISTANCE OF 2086.63 FEET TO THE PROJECTED NORTHEAST LINE OF LOT 2, BLOCK 374, SEATTLE TIDELANDS;

THENCE SOUTH 45°00'00" EAST ALONG PROJECTED LINE A, A DISTANCE OF 176.79 FEET TO THE EAST LINE OF THE EAST WATERWAY;

THENCE SOUTH 00°00'00" EAST ALONG SAID EAST LINE A, A DISTANCE OF 1883.63 FEET TO THE NORTH LINE OF SAID LOT 22;

THENCE NORTH 90°00'00" WEST ALONG SAID NORTH LINE, A DISTANCE OF 125.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER IN SECTION 7, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WITHIN BLOCKS 373 AND 374, SAID WATERWAY, SOUTH FOREST STREET AS SHOWN IN THE PLAT OF SEATTLE TIDELANDS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, SAID BLOCK 374, THENCE NORTH 45°00'00" WEST, A DISTANCE OF 406.10 FEET TO THE EAST LINE OF THE EAST WATERWAY; THENCE NORTH 00°00'00" EAST ALONG SAID EAST LINE A DISTANCE OF 291.67 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE OF SOUTH FOREST STREET AS ESTABLISHED BY CITY OF SEATTLE ORDINANCE NUMBER 13732; THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 806.10 FEET TO THE WEST MARGIN OF EAST MARGINAL WAY SOUTH, THENCE SOUTH 00°00'00" EAST ALONG SAID WEST MARGIN, A DISTANCE OF 291.67 FEET TO THE POINT OF BEGINNING. (PER 27).

TOGETHER WITH THE SOUTH HALF OF SOUTH FOREST STREET DESCRIBED AS ALL OF LOT 6 AND THE NORTH 40 FEET OF LOT 7, BLOCK 375, PLAT OF SEATTLE TIDELANDS, SUBJECT TO PENDING STREET VACATION PETITION (CF 307732)

TOGETHER WITH THE INTERSECTION OF THE CENTERLINE OF VACATED SOUTH HANFORD STREET WITH THE WEST MARGIN OF EAST MARGINAL WAY SOUTH;

THENCE NORTH 45°00'00" WEST, A DISTANCE OF 806.11 FEET;

THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 59.40 FEET;

THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 59.40 FEET TO THE POINT OF BEGINNING.

EXCEPT PORTION OF VACATED SOUTH HANFORD STREET DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF VACATED SOUTH HANFORD STREET WITH THE WEST MARGIN OF EAST MARGINAL WAY SOUTH;

THENCE NORTH 45°00'00" WEST, A DISTANCE OF 759.00 FEET;

THENCE NORTH 45°00'00" EAST, A DISTANCE OF 2.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 45°00'00" EAST, A DISTANCE OF 31.00 FEET;

THENCE NORTH 45°00'00" WEST, A DISTANCE OF 31.00 FEET;

THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 31.00 FEET TO THE TRUE POINT OF BEGINNING (CONTAINING .861 SQUARE FEET);

CONTAINING 1,599,328 SQUARE FEET OR 36.71 ACRES TOGETHER WITH 243,257 SQUARE FEET (5.58 ACRES) OF LEASED AREAS IN THE EAST WATERWAY AS DESCRIBED IN WATERWAY AND STREET END PERMIT NUMBER 212, GRANTED BY THE PORT OF SEATTLE ON BEHALF OF THE STATE OF WASHINGTON.

TOTAL AREA 1,842,585 SQUARE FEET OR 42.29 ACRES

PORTION OF EAST WATERWAY

A PORTION OF THE NORTH HALF OF SECTION 16, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M. IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS: THE EASTERLY 150.00 FEET OF THE EAST WATERWAY ADJOINING LOTS 7, THROUGH 11, BLOCK 386, PLAT OF SEATTLE TIDELANDS.

(CONTINUED ABOVE RIGHT)

**TABLET A**

TOGETHER WITH THE WATERWAY AREA LYING IN FRONT OF LOTS 2, THROUGH 7, BLOCK 374, ALL OF BLOCK 374, SEATTLE TIDELANDS, SOUTH HANFORD STREET VACATED BY THE CITY OF SEATTLE ORDINANCE 322533 AND THE CANAL WATERWAY TURNING BASIN VACATED BY COMMISSIONER OF PUBLIC LANDS ORDER NO. 70-612, DECEMBER 21, 1970, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 22, BLOCK 386, SEATTLE TIDELANDS, SAID POINT BEING 50.00 FEET EAST OF THE NORTHEAST CORNER OF SAID LOT 22;

THENCE NORTH 00°00'00" EAST ALONG THE EAST PIER HEAD LINE OF THE TIDELANDS, A DISTANCE OF 2086.63 FEET TO THE PROJECTED NORTHEAST LINE OF LOT 2, BLOCK 374, SEATTLE TIDELANDS;

THENCE SOUTH 45°00'00" EAST ALONG PROJECTED LINE A, A DISTANCE OF 176.79 FEET TO THE EAST LINE OF THE EAST WATERWAY;

THENCE SOUTH 00°00'00" EAST ALONG SAID EAST LINE A, A DISTANCE OF 1883.63 FEET TO THE NORTH LINE OF SAID LOT 22;

THENCE NORTH 90°00'00" WEST ALONG SAID NORTH LINE, A DISTANCE OF 125.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER IN SECTION 7, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WITHIN BLOCKS 373 AND 374, SAID WATERWAY, SOUTH FOREST STREET AS SHOWN IN THE PLAT OF SEATTLE TIDELANDS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, SAID BLOCK 374, THENCE NORTH 45°00'00" WEST, A DISTANCE OF 406.10 FEET TO THE EAST LINE OF THE EAST WATERWAY; THENCE NORTH 00°00'00" EAST ALONG SAID EAST LINE A DISTANCE OF 291.67 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE OF SOUTH FOREST STREET AS ESTABLISHED BY CITY OF SEATTLE ORDINANCE NUMBER 13732; THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 806.10 FEET TO THE WEST MARGIN OF EAST MARGINAL WAY SOUTH, THENCE SOUTH 00°00'00" EAST ALONG SAID WEST MARGIN, A DISTANCE OF 291.67 FEET TO THE POINT OF BEGINNING. (PER 27).

TOGETHER WITH THE SOUTH HALF OF SOUTH FOREST STREET DESCRIBED AS ALL OF LOT 6 AND THE NORTH 40 FEET OF LOT 7, BLOCK 375, PLAT OF SEATTLE TIDELANDS, SUBJECT TO PENDING STREET VACATION PETITION (CF 307732)



**EXHIBIT B**  
**TERMINAL 25 AND PIER 27**  
East Marginal Way South—Bulkhead Panel and Retaining Wall Maintenance Easement  
Seattle Department of Transportation

THAT PORTION OF THE SOUTH EAST QUARTER OF SECTION 7, TOWNSHIP  
24 NORTH, RANGE 4 EAST W.M., CITY OF SEATTLE, KING COUNTY, STATE OF  
WASHINGTON, FURTHER DESCRIBED AS FOLLOWS;

A PERMEANT UTILITY EASEMENT, BEING 10 FEET IN WIDTH AND RIGHT  
(WEST) OF THE FOLLOWING DESCRIBED LINE;

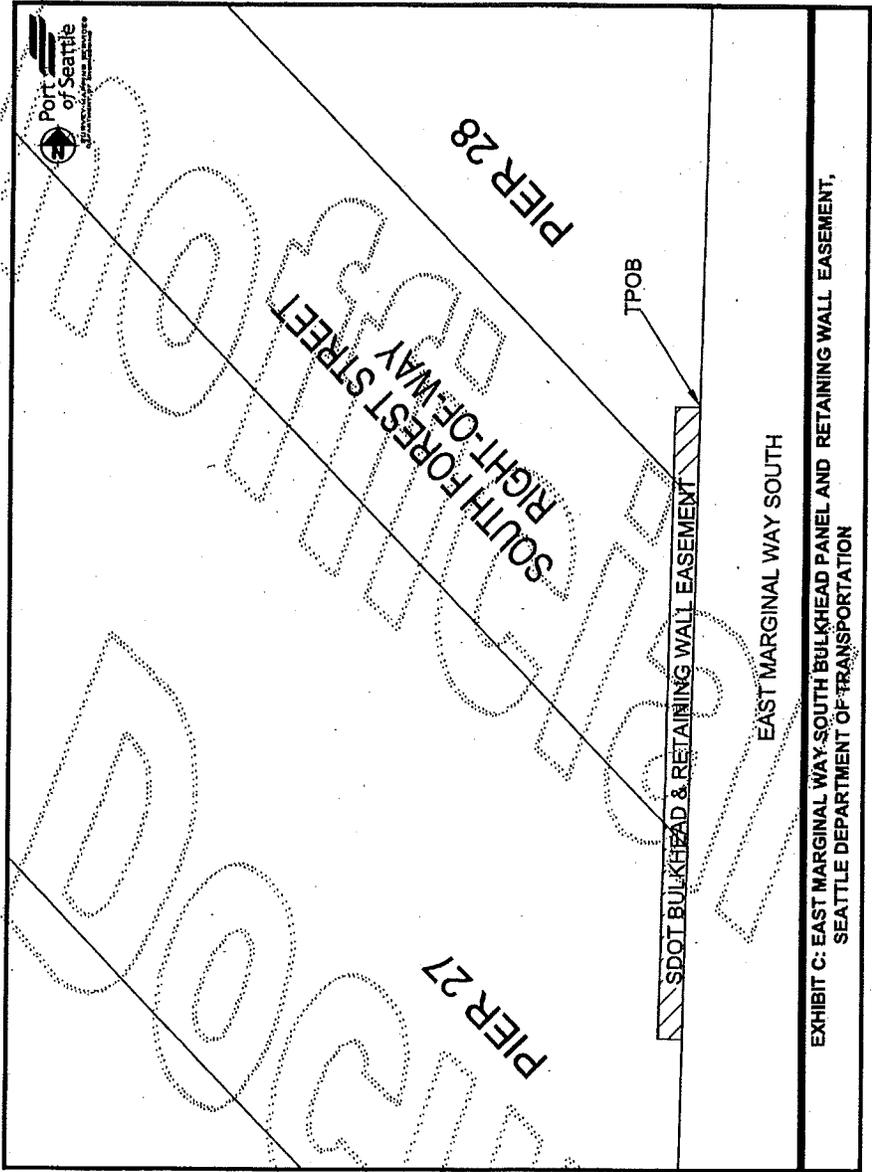
BEGINNING AT THE NORTHEAST CORNER ON LOT 5, BLOCK 373, PLAT OF  
SEATTLE TIDE LANDS;

THENCE SOUTH 01°08'30" WEST, ALONG THE WESTERLY MARGIN OF EAST  
MARGINAL WAY SOUTH, A DISTANCE OF 45.27 FEET TO THE TRUE POINT OF  
BEGINNING;

THENCE CONTINUING SOUTH 01°08'30" EAST, ALONG SAID MARGIN, A  
DISTANCE OF 280.00 FEET TO THE TERMINUS OF SAID EASEMENT.

March 14, 2007





**Return Address:**

Seattle Department of Transportation  
Attn: Beverly Barnett, Street Vacation Supervisor  
Street Vacation Supervisor  
700 Fifth Avenue, Suite 3900  
P.O. Box 34996  
Seattle, Washington 98124-4996



**20101230001468**

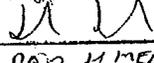
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KING COUNTY, WA

**South Park Public Shoreline Access Site—Public Access Easement  
(Eighth Avenue South and South Portland Street)**

**REFERENCE #:** City of Seattle, Clerk File No. 307732  
**Grantor:** Port of Seattle  
**Grantee:** Seattle Department of Transportation, City of Seattle  
**Abbreviated Legal:** Exhibit A: South Park Public Shoreline Access Site,  
SE1/4 29-24N-04E  
**Assessor's Property Tax Parcel #:**  
292404HYDR Commercial Waterway District No.1

**South Park Public Shoreline Access Site  
(Eighth Avenue South and South Portland Street)  
Public Access Easement**

**EXCISE TAX NOT REQUIRED**  
King Co. Records Division

By  Deputy  
DAN H. MEACHAM

This easement for public access to shoreline area on Port of Seattle publicly-owned property in the Duwamish Waterway, in South Park, is conveyed by the Port of Seattle, a municipal corporation, ("Port"), to the City of Seattle, a municipal corporation ("City"), as described below.



**South Park Public Shoreline Access Site**

**Public Access Easement**

Page 2

**Recitals**

1. The Port owns certain real property in King County, Washington, legally described in Exhibit A, South Park Public Shoreline Access Site, Duwamish Waterway, which is attached to and incorporated in this document by this reference ("Port Property").
2. As part of the proposed vacation of the submerged portion of South Forest Street requested by the port as an element of placement of a concrete piling supported connecting bridge between Terminal 25 and Terminal 30, in Slip 27, East Waterway, and as approved by the City of Seattle City Council on February 3, 1997, as described in Clerk File No. 307732, the Port is to convey to the City a public shoreline access easement ensuring: (1) that the public has access to public use facilities and improvements constructed by the Port on shore land provided by the Port and in street right-of-way area owned by the City of Seattle, in South Park, northeast of the Eighth Avenue South/South Portland Street intersection and (2) that the South Park public shoreline access site will remain open and accessible to the public.
3. In conjunction with the above referenced Clerk File No. 307732, vacation of the submerged portion of South Forest Street, the City has required that an easement for public shoreline access be provided on and across that portion of Port property at the South Park public shoreline access site, west bank line of the Duwamish Waterway, River Mile 3.3, legally described in Exhibit A which is attached to and incorporated in this document by this reference ("South Park Public Shoreline Access Easement").

**Agreements**

For and in consideration of valuable consideration, receipt of which is hereby acknowledged, the Port conveys the following public access easement subject to the conditions set forth below:

1. **Easement.** The Port hereby conveys and quit claims to the City, a perpetual non-exclusive easement for public access over and across that portion of the Port Property as described on Exhibit A and illustrated in Exhibit B, Easement Exhibit Photograph.
2. **Effective Date.** This easement is effective upon the effective date of the ordinance enacted by the Seattle City Council accepting the easement (or upon signature by both parties if acceptance authority has been delegated).



**South Park Public Shoreline Access Site**  
**Public Access Easement**  
Page 3

3. **Public shoreline use improvements:** The South Park Public Shoreline Access Site, consists of the following improvements: (1) approximately 17,000 square feet of publicly-owned shoreline use/open space area, including approximately 13,275 square feet and 345 linear feet of Duwamish Waterway shoreline, owned by the port, and approximately 3,725 square feet of public right-of-way, owned by the City of Seattle (please refer to attached photograph exhibit); (2) landscape area, including native riparian trees, shrubs, and emergent vegetation; (3) surface features, including cement sidewalks, curbs, ramps, and approximately 180 linear feet of shoreline pathway; (4) site use features, including approximately 1200 square feet activity area, with surrounding concrete seating wall, and concrete steps to the waterway; (5) safety lighting; (6) seating benches and tables; (7) interpretive sign panel and safety sign information; and, installed metal bridge-gear exhibit.
4. **Hours of public shoreline access.** Public access to shoreline improvements and property described in Exhibit A will be available seven days per week. The objective for use of the South Park Public Shoreline Access Site is to ensure the maximum amount of public use and access, while recognizing specific conditions at the Duwamish Waterway public shoreline access site and the need to ensure safe public use of the area, consistent with the port's efforts to ensure thorough enforcement of uniform regulations at public shoreline access sites throughout the Duwamish Waterway and Elliott Bay. Site use hours and periods will be identical to present use stipulations at the port's Terminal 5, Terminal 105, and Terminal 107, and Terminal 108 public shoreline access sites: (1) May 1 through September 30, 6 AM to 9 PM (Pacific Daylight Time) and October 1 through April 30, 6 AM to 7 PM (Pacific Standard Time); (2) Time and day use restrictions are enforced as posted. Adjustments in hours of operation may be agreed upon for due cause. This agreement is not intended to restrict the Port's ability to limit public use and access to the site as necessary to ensure public safety during emergencies, site maintenance and repair work, or circumstances beyond the Port's reasonable control.
5. **Private Property.** The Port does not intend through this agreement to make a gift or a dedication for any general public use other than public shoreline access on that portion of the Port Property.
6. **Maintenance.** The Port shall be responsible for any and all costs related to maintenance and repair of the completed public shoreline access site improvements: (1) including public use features constructed in port-owned property and in City right-of-way and (2) including, but not limited to, landscape vegetation and irrigation/water supply system, signage, tables and benches, pathways, activity area and seating wall, concrete shoreline steps, fencing, installed bridge gear display, and interpretive materials.



**South Park Public Shoreline Access Site**

**Public Access Easement**

Page 4

7. Covenants Running with the Land. The agreements, easements, covenants, and restrictions contained herein shall be deemed covenants running with the land and shall inure to the benefit of and shall be binding upon the Port and its heirs, successors and assigns. Conveyance of the Port Property shall be subject to this agreement.
8. Permanence of Public Access. The South Park public shoreline access site and easement legally described in Exhibit A will be in place consistent with the Port's permanent use of vacated public right-of-way area in the submerged portion of South Forest Street, Slip 27, East Waterway.
9. Entire Agreement. This agreement contains the entire agreement between the Port and the City and supercedes and previous agreements or negotiations. Modification or waiver of any provisions in this agreement shall be effective only if made in writing and executed with the same formality as this easement.

GRANTOR:  
PORT OF SEATTLE, a Washington municipal corporation

BY: T. Yoshitani  
Tay Yoshitani, Chief Executive Officer

STATE OF WASHINGTON )  
                                  ) SS  
COUNTY OF King )

On this 25th day of October, 2010, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tay Yoshitani to me known to be the CEO of the Port of Seattle who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written:



Julie Kathryn Thomas  
(Signature of Notary)



**EXHIBIT A**  
**SOUTH PARK PUBLIC SHORELINE ACCESS SITE**  
Access Easement  
Seattle Department of Transportation

A PERMANENT EASEMENT FOR PUBLIC ACCESS, ON, OVER AND ACROSS A PARCEL OF LAND WITHIN THE COMMERCIAL WATERWAY NUMBER ONE, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M. CITY OF SEATTLE, KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29,

THENCE NORTH 87°58'00" WEST, ALONG SOUTH SECTION LINE, A DISTANCE OF 2,290.79 FEET;

THENCE NORTH 02°04'00" EAST, A DISTANCE OF 515.12 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 47°51'34" WEST, ALONG THE WEST MARGIN OF COMMERCIAL WATERWAY NUMBER ONE, A DISTANCE OF 390.47 FEET;

THENCE NORTH 42°08'26" EAST, A DISTANCE OF 54.00 FEET;

THENCE SOUTH 47°51'34" EAST, A DISTANCE OF 390.47 FEET;

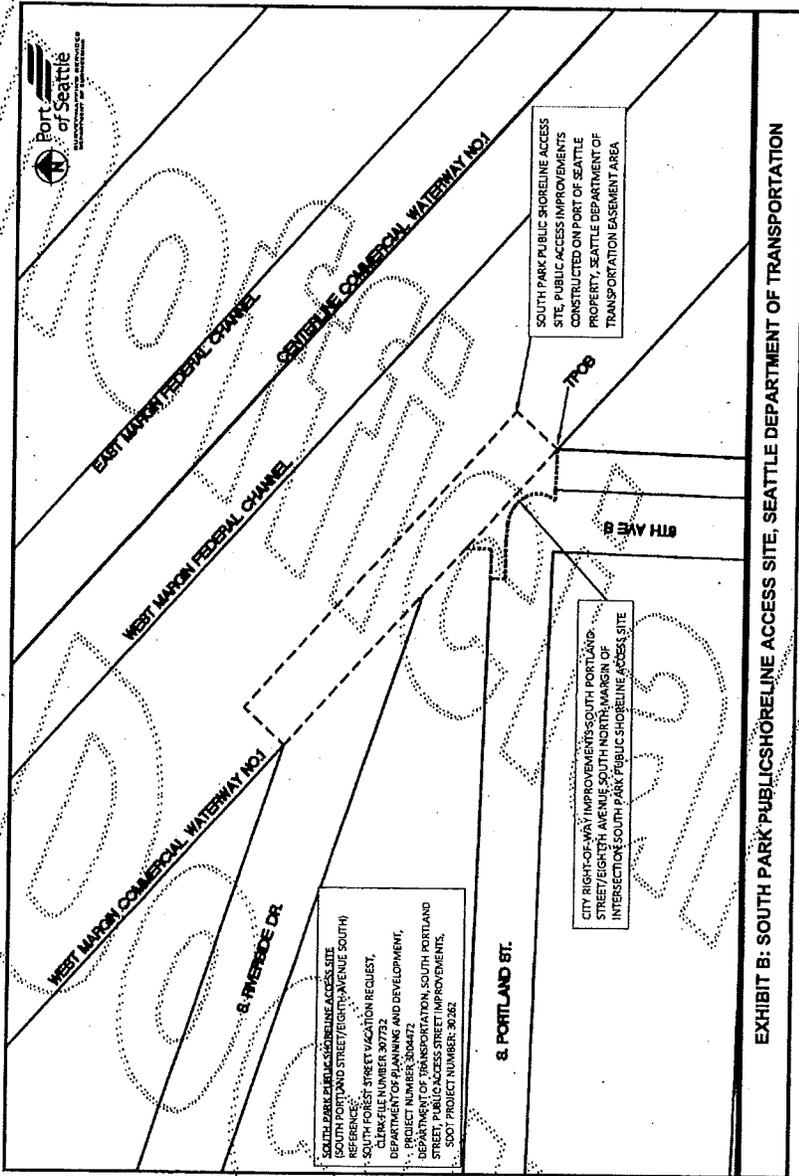
THENCE SOUTH 42°08'26" WEST, A DISTANCE OF 54.00 FEET TO THE WEST MARGIN OF SAID WATERWAY AND THE TRUE POINT OF BEGINNING.

CONTAINING 21,086 SQUARE FEET OR 0.48 ACRES, MORE OR LESS.

January 25, 2008

BASIS OF BEARING = NAD 83





SOUTH PARK PUBLIC SHORELINE ACCESS SITE  
 (SOUTH PORTLAND STREET/8TH AVENUE SOUTH)  
 REFERENCE:  
 SOUTH FOREST STREET VACATION REQUEST,  
 CLAIM FILE NUMBER: 307732  
 CITY PLANNING AND DEVELOPMENT,  
 PROJECT NUMBER: 307732  
 DEPARTMENT OF TRANSPORTATION, SOUTH PORTLAND  
 STREET, PUBLIC ACCESS STREET IMPROVEMENTS,  
 SDOT PROJECT NUMBER: 30262

SOUTH PARK PUBLIC SHORELINE ACCESS  
 SITE, PUBLIC ACCESS IMPROVEMENTS  
 CONSTRUCTED ON PORT OF SEATTLE  
 PROPERTY, SEATTLE DEPARTMENT OF  
 TRANSPORTATION EASEMENT AREA.

CITY RIGHT-OF-WAY IMPROVEMENTS SOUTH PORTLAND  
 STREET/8TH AVENUE SOUTH NORTH MARGIN OF  
 INTERSECTION SOUTH PARK PUBLIC SHORELINE ACCESS SITE

EXHIBIT B: SOUTH PARK PUBLIC SHORELINE ACCESS SITE, SEATTLE DEPARTMENT OF TRANSPORTATION



**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>CBO Analyst/Phone:</b>
Seattle Department of Transportation	Beverly Barnett/684-7564	Rebecca Guerra/684-5339

**Legislation Title:**

AN ORDINANCE vacating a submerged portion of South Forest Street between East Marginal Way South and the East Duwamish Waterway in the Duwamish Industrial Area of Seattle on the petition of the Port of Seattle; accepting a storm water drainage facilities easement to install, replace and improve storm water facilities; accepting a bulkhead panel and retaining wall maintenance easement at Slip 27 and Terminal 25 for access and maintenance; and accepting a perpetual non-exclusive public access easement for public access to shoreline area in the Duwamish Waterway in South Park (Clerk File 307732).

**Summary of the Legislation:**

This Council Bill completes the vacation process for a submerged portion of South Forest Street lying west of East Marginal Way South and east of the east margin of the East Waterway in the Duwamish Industrial Area on the petition of the Port of Seattle (the "Petitioner"). This legislation also accepts a Storm Water Drainage Facilities Easement, a Bulkhead Panel and Retaining Wall Easement, and a Public Access Easement for this project.

**Background:** (Include a brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable.)

The Petitioner sought to vacate a submerged portion of South Forest Street to allow for placement of a 36-foot wide piling supported bridge crossing connecting the Petitioner's Terminal 25 and Terminal 30 marine cargo facilities.

On May 14, 2007, the City Council voted to conditionally grant the Petitioner's petition to vacate that submerged portion of the street. To meet its public benefit requirement the Petitioner was required, pursuant to the Comprehensive Public Access Plan for the Duwamish Waterway (the "Plan"), to provide comparable public access to the Duwamish Waterway. This Plan was jointly adopted by the Petitioner and the City in 1985 identifying the projected expansion of the Port's marine cargo facilities and stipulating specific alternative public shoreline access sites for construction concurring with each proposed street vacation. The Petitioner subsequently completed both phases of the project which included constructing a bridge connection between Terminal 25 and Terminal 30 and constructing a public shoreline access site in the South Park community, on the west shoreline of the Duwamish Waterway in the South Park community.

Please check one of the following:

- This legislation does not have any financial implications.**  
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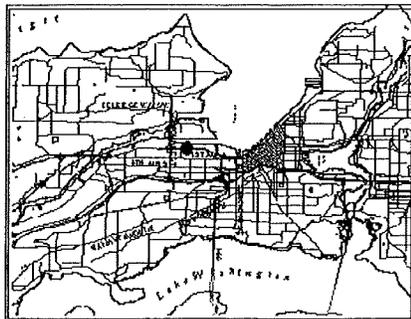
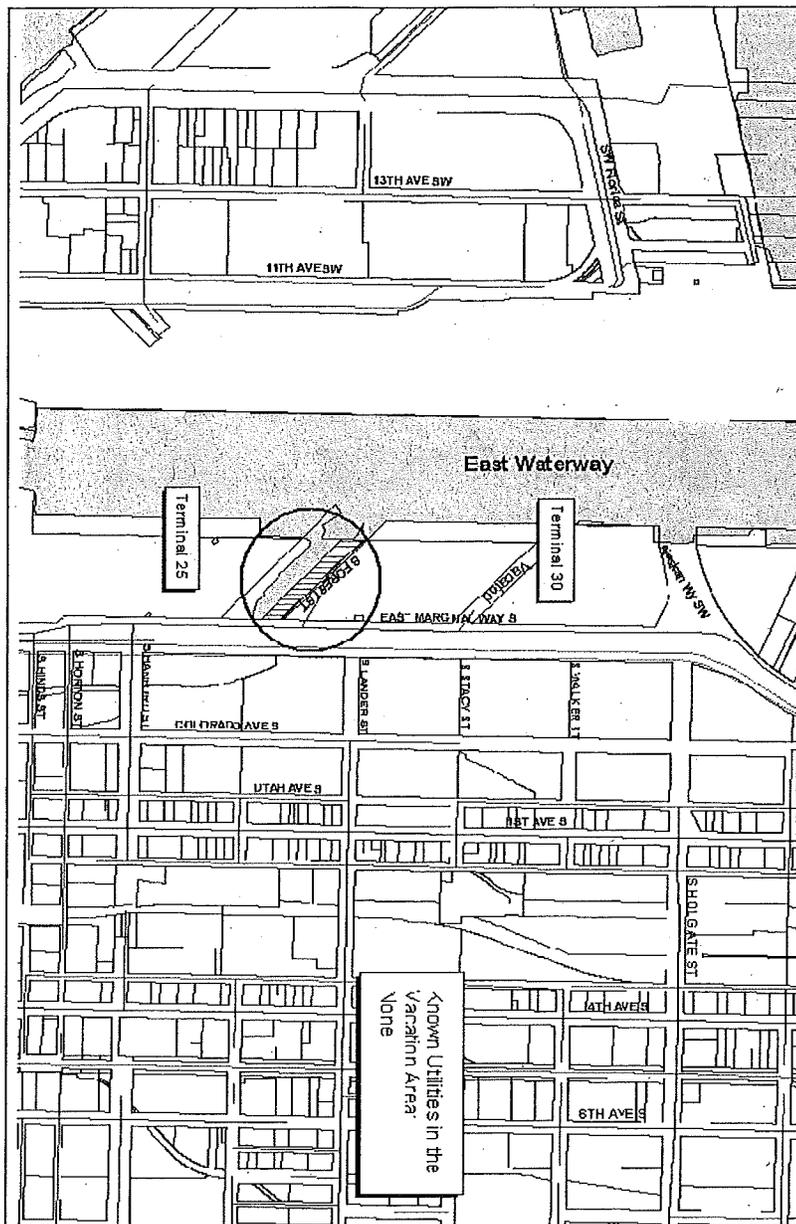


Beverly Barnett/GMH  
SDOT Port of Seattle Street Vacation FISC  
July 13, 2011  
Version #1

Attachment A: Street Vacation Map  
Attachment B: Public Access Improvements Map



Beverly Barnett, SDOT, Street Vacation Map, ATT A



Proposed  
Vacation Area

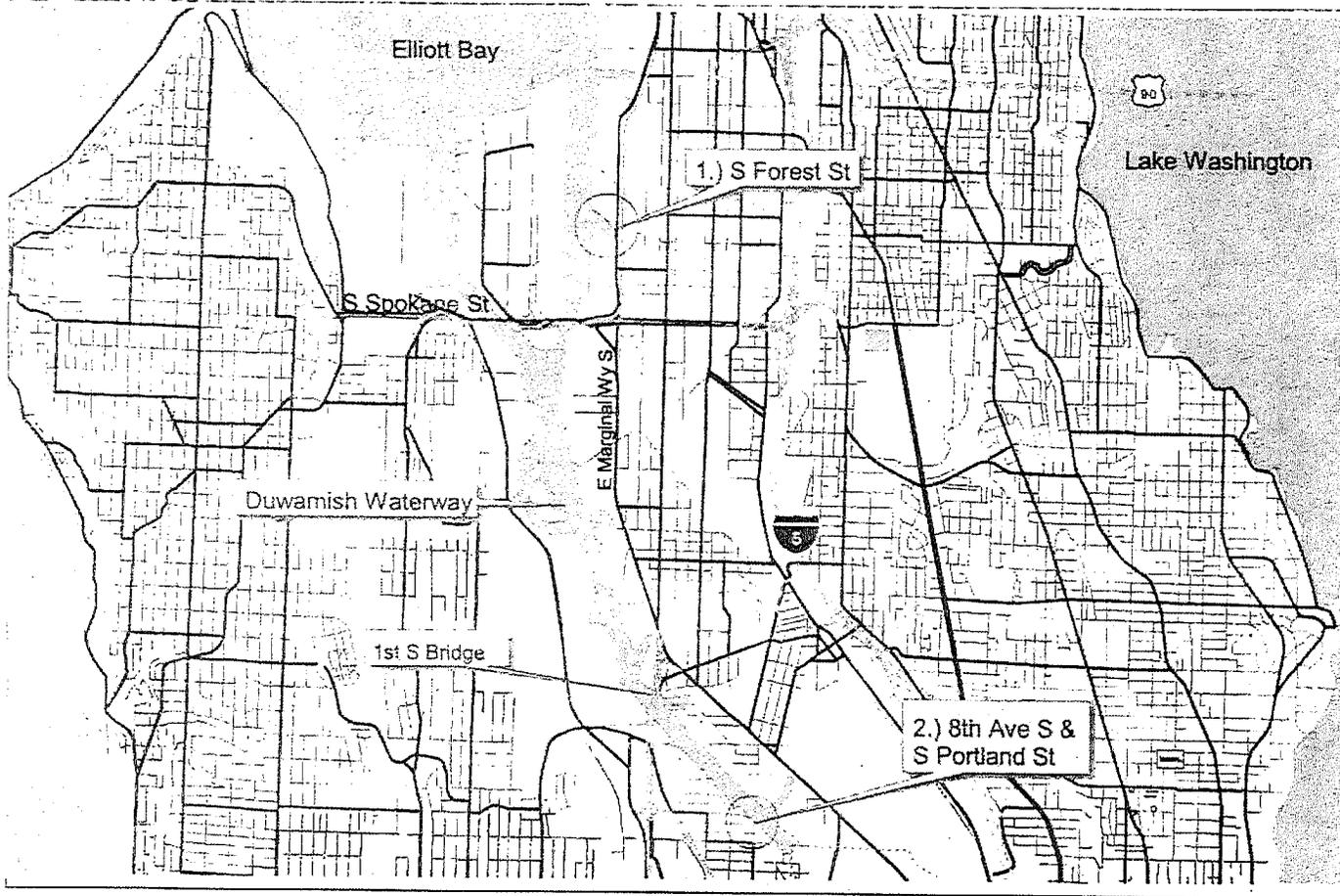
Area: 80,610 sq. ft.  
Zoning: G1 U/85' U1

Petitioner: Port of Seattle

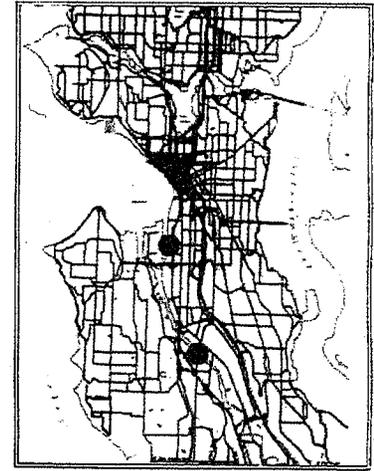
C.F. 307732

Street Vacation Petition  
A portion of S. Forst St.





Street Vacation Petition:  
 A portion of S Forest St  
 (submerged)  
 C.F 307732  
 Petitioner: Port of Seattle  
 Area: 80,600 sq.ft.  
 Zoning: IG1



Beverly Barnett, SDOT, Public Access Improvements Map, ATT B

- 1.) Proposed vacation of submerged S. Forest St.
- 2.) Shoreline public access improvements

The vacation of S Forest Street will trigger the improvements to the public access site as provided for in the Duwamish Public Access Plan.

Attachment B to SDOT Port of Seattle Street Vacation FIS





City of Seattle  
Office of the Mayor

August 2, 2011

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 that would complete the vacation process for the Port of Seattle (Petitioner). The Petitioner sought to vacate a submerged portion of South Forest Street to allow for placement of a 36-foot wide piling supported bridge crossing connecting the Petitioner's Terminal 25 and Terminal 30 marine cargo facilities. This legislation also accepts a Storm Water Drainage Facilities Easement, a Bulkhead Panel and Retaining Wall Easement, and a Public Access Easement.

On May 14, 2007, the City Council voted to conditionally grant the Petitioner's petition to vacate that submerged portion of the street. To meet its public benefit requirement the Petitioner developed a public shoreline access site at Eighth Avenue South and South Portland Street which includes a restored shoreline, landscaping, sidewalks, benches and tables, maritime art, a shoreline path, and signage as anticipated in the Comprehensive Public Access Plan for the Duwamish Waterway. The Petitioner subsequently completed both phases of the project which included constructing a bridge connection between Terminal 25 and Terminal 30 and constructing a public shoreline access site with amenities on the west shoreline of the Duwamish Waterway.

Thank you for your support of this legislation that expands the Port's marine cargo facilities, enhances operational efficiencies, and promotes maritime commercial and industrial development along the Duwamish Waterway in the South Park community. If you have any questions please contact Beverly Barnett at (206) 684-7564.

Sincerely,

Michael McGinn  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

