#7
CB 117251

Beverly Barnett
SDOT Port of Seattle Street Vacation ORD
July 13, 2011
Version #1

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,

COUNCIL CLERK

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.

COUNCIL CLERK

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 ____ day of _____, 2011, and signed by me in open session in authentication of its passage this

_____ day of _____, 2011.

_____

President _____of the City Council

Approved by me this ____ day of _____, 2011.

_____

Michael McGinn, Mayor

Filed by me this ____ day of _____, 2011.

_____

Monica Martinez Simmons, City Clerk

(Seal)

Attachment A: Storm Water Drainage Facilities Easement

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

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

COUNCIL CLERK

Beverly Barnett
SDOT, Storm Water Drainage Facilities [illegible]ment, ATT A
July 13, 2011
Version #1

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

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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

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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

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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)]

Unofficial Document

COUNCIL CLERK

Port of Seattle, a Washington municipal corporation

By _____

Date 10/25/10, 2010

The City of Seattle
Seattle Public Utilities

By _____
Ray Hoffman, Director

Date 10/29/10, 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 20th day of October 2010

NAME _____
(Print name) Julie Kathryn Thomas
NOTARY PUBLIC in and for the State of Washington
Residing at ~~Seattle~~ Bothell, WA
My appointment expires: 1-22, 2011

STATE OF Washington)
) SS.
COUNTY OF King)

I certify that I know or have satisfactory evidence that **Ray Hoffman** is the person who appeared before me and signed this instrument, on oath stated that 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 _____
(Print name) S. DeWayne Ticeson
NOTARY PUBLIC in and for the State of Washington
Residing at Seattle
My appointment expires: 12-5-, 2010

Unofficial Document

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)

COUNCIL CLERK

Unofficial Document

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°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" West, along said margin, a distance of 260.00 feet to the terminus of said Easement.

(Containing 2,600 square feet more or less)

COUNCIL CLERK

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
CUSTOMER EAS 67.00
PAGE-001 OF 006
12/30/2010 14:22
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 _____, Deputy
DAVID J. MEADOW

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.

Draft

COUNCIL CLERK

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, 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
NOTARY PUBLIC
COMMISSION EXPIRES 1-22-13
STATE OF WASHINGTON

Julie Kathryn Thomas
(Signature of Notary)

Unofficial Document

COUNCIL CLERK

EXHIBIT A

TERMINAL 25

3225 EAST MARGINAL WAY SOUTH (APNS 766620-7905 AND 766620-7900)

THAT PORTION OF THE SE QUARTER OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 4 EAST, AND THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, AND LYING IN THE SEATTLE TIDELANDS, DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF SO. HINDS STREET AND EAST MARGINAL WAY SOUTH, THENCE NORTH 00°00'00" EAST A DISTANCE OF 155.00 FEET;
THENCE NORTH 90°00'00" WEST A DISTANCE OF 107.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 00°00'00" EAST A DISTANCE OF 743.37 FEET;
THENCE SOUTHWESTERLY, A DISTANCE OF 226.30 FEET ALONG A NON TANGENT CURVE TO THE RIGHT OF WHICH THE RADIUS POINT LIES NORTH 56°21'19" WEST A RADIUS OF 279.33 FEET, AND HAVING A CENTRAL ANGLE OF 46°25'09";
THENCE WESTERLY, A DISTANCE OF 13.81 FEET ALONG A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 972.33 FEET AND A CENTRAL ANGLE OF 00°48'07";
THENCE NORTH 90°00'00" WEST A DISTANCE OF 893.07 FEET;
THENCE NORTH 14°30'00" EAST, A DISTANCE OF 708.57 FEET;
THENCE NORTH 90°00'00" EAST A DISTANCE OF 293.42 FEET;
THENCE NORTH 00°00'00" EAST A DISTANCE OF 1883.63 FEET;
THENCE SOUTH 45°00'00" EAST A DISTANCE OF 806.10 FEET;
THENCE SOUTH 00°00'00" EAST A DISTANCE OF 502.80 FEET;
THENCE NORTH 45°00'00" WEST, A DISTANCE OF 28.00 FEET;
THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 22.00 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;
THENCE SOUTH 45°00'00" EAST A DISTANCE OF 70.71 FEET TO THE TRUE POINT OF BEGINNING.
SUBJECT TO THE FOLLOWING UTILITY EASEMENTS BENEFITTING KING COUNTY METRO:
THAT PORTION OF THE BED OF EAST WATERWAY, IN FRONT OF BLOCKS 376, 386 AND VACATED 6TH AVENUE SOUTHWEST, SEATTLE TIDELANDS, INCLUDED IN THE TRACT DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF LOT 22, SAID BLOCK 376;
THENCE NORTH 00°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" EAST, A DISTANCE OF 745 FEET;
THENCE SOUTH 00°00'00" WEST A DISTANCE OF 20 FEET TO 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:
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 806.11 FEET;
THENCE NORTH 00°00'00" EAST A DISTANCE OF 59.40 FEET;
THENCE SOUTH 45°00'00" EAST A DISTANCE OF 806.11 FEET;
THENCE SOUTH 00°00'00" WEST A DISTANCE OF 59.40 FEET TO THE POINT OF BEGINNING.

EXCEPT:
A 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" 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 961 SQUARE FEET).
CONTAINING 1,598,928 SQUARE FEET OR 36.71 ACRES
TOGETHER WITH 243,257 SQUARE FEET (5.58 ACRE) 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 1,842,185 SQUARE FEET OR 42.29 ACRES

PORTION OF EAST WATERWAY:

A PORTION OF THE NORTH HALF OF SECTION 18, 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)

TOGETHER WITH THE WATERWAY AREA LYING IN FRONT OF LOTS 2 THROUGH 7, BLOCK 374, ALL OF BLOCK 375, SEATTLE TIDELANDS, SOUTH HANFORD STREET VACATED BY THE CITY OF SEATTLE ORDINANCE 822333 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 NORTHWEST CORNER OF SAID LOT 22;

THENCE NORTH 0°00'00" EAST ALONG THE EAST PIER HEAD LINE OF THE EAST WATERWAY A DISTANCE OF 2008.63 FEET TO THE PROJECTED NORTHEAST LINE OF LOT 2, BLOCK 374, SEATTLE TIDELANDS;

THENCE SOUTH 45°00'00" EAST ALONG PROJECTED LINE A DISTANCE OF 176.78 FEET TO THE EAST LINE OF THE EAST WATERWAY;

THENCE SOUTH 0°00'00" EAST ALONG SAID EAST LINE 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 OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON, LYING WITHIN BLOCKS 373 AND 374, AND VACATED SOUTH FOREST STREET AS SHOWN IN THE PLAT OF SEATTLE TIDE LANDS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, SAID BLOCK 374; THENCE NORTH 45°00'00" WEST A DISTANCE OF 806.10 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 SOUTHWEST 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 0°00'00" EAST ALONG SAID WEST MARGIN A DISTANCE OF 291.67 FEET TO THE POINT OF BEGINNING. (PIER 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 373, PLAT OF SEATTLE TIDELANDS.
SUBJECT TO PENDING STREET VACATION PETITION (CF 307732)

COUNCIL CLERK

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 260.00 FEET TO THE TERMINUS OF SAID EASEMENT.

March 14, 2007

Unofficial Document

COUNCIL CLERK

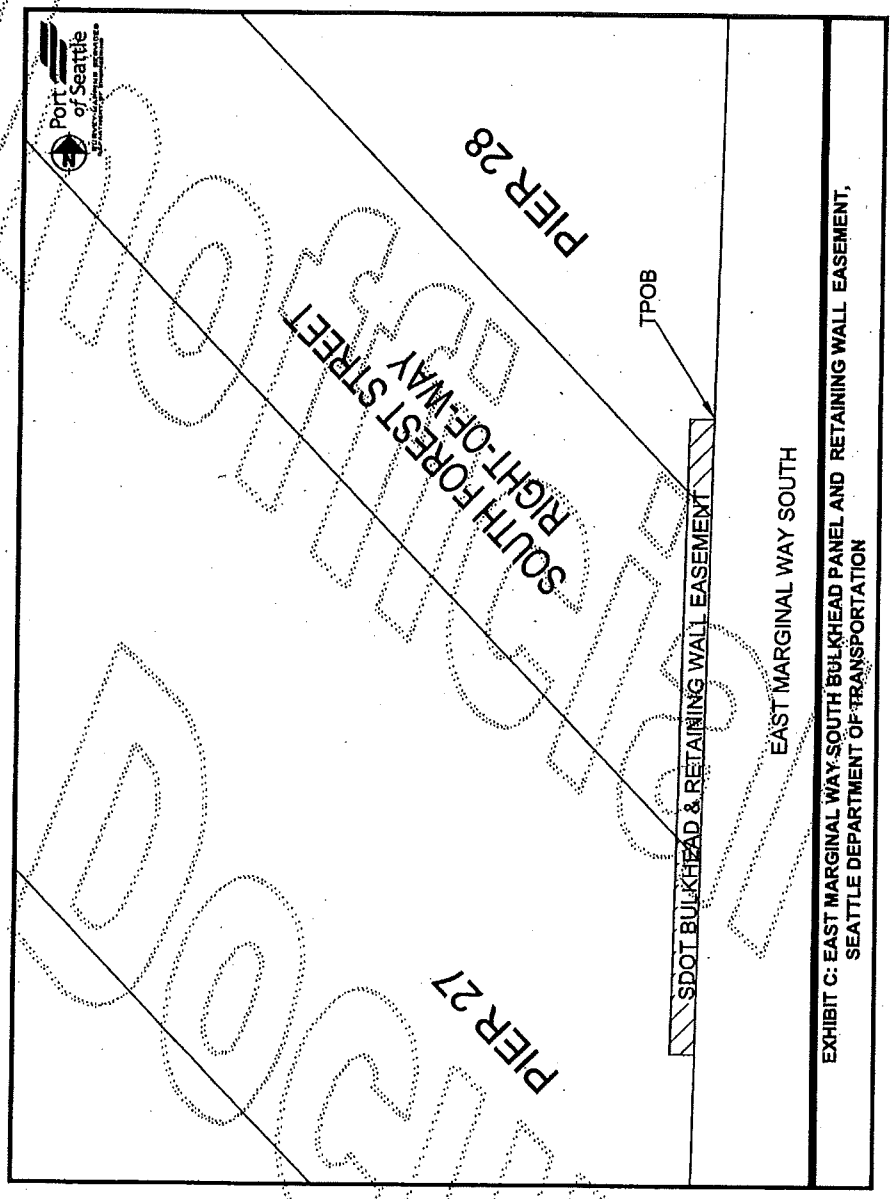

EXHIBIT C: EAST MARGINAL WAY SOUTH BULKHEAD PANEL AND RETAINING WALL EASEMENT,
SEATTLE DEPARTMENT OF TRANSPORTATION

Unofficial Document

COUNCIL CLERK

Unofficial Document

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

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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
DAVID H MEADOR

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.

COUNCIL CLERK

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 than 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).

Unofficial Document

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.

Draft

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Unofficial Document

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 K. KATHRYN THOMAS
COMMISSION EXPIRES
NOTARY
PUBLIC
STATE OF WASHINGTON

Julie Kathryn Thomas
(Signature of Notary)

COUNCIL CLERK

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°56'00" 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, 2006

BASIS OF BEARING = NAD 83

Unofficial Document

Beverly Barnett
SDOT, Public Access Easement, ATT C
July 13, 2011
Version #1

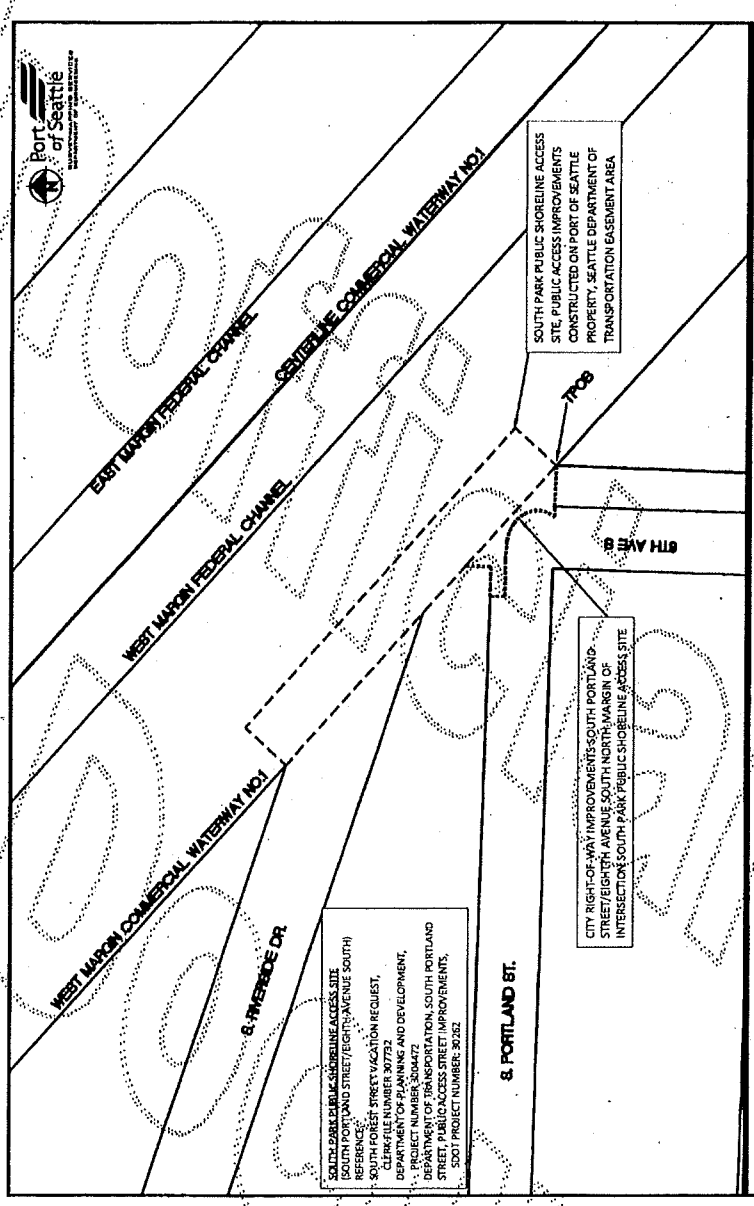


EXHIBIT B: SOUTH PARK PUBLICSHORELINE ACCESS SITE, SEATTLE DEPARTMENT OF TRANSPORTATION

Unofficial Document

COUNCIL CLERK

Form revised: December 14, 2010

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
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:

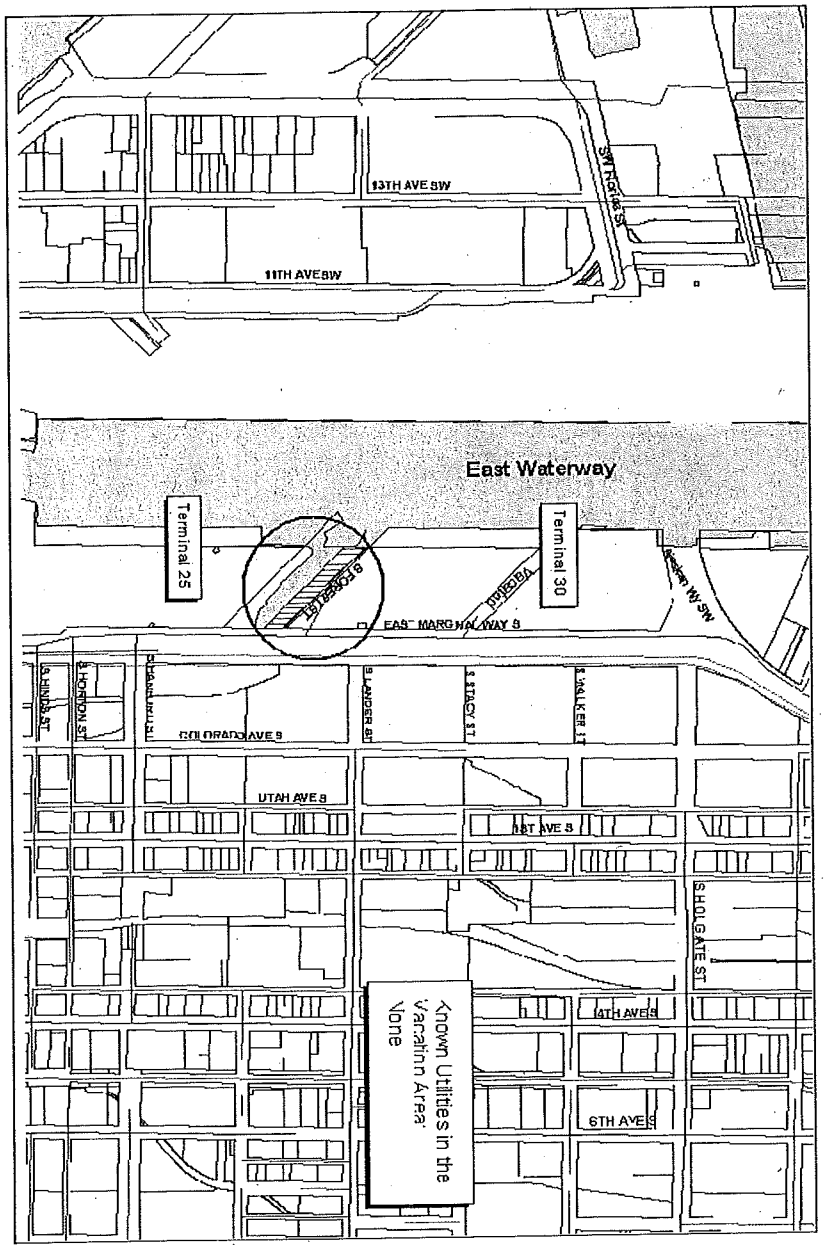
X **This legislation does not have any financial implications.**
(Stop here and delete the remainder of this document prior to saving and printing.)

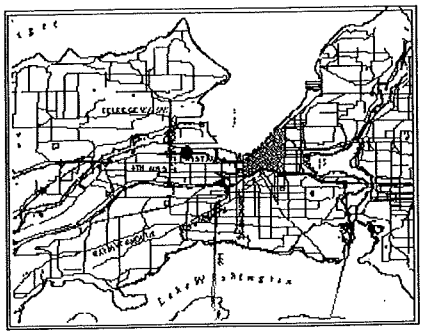
COUNCIL CLERK

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

COUNCIL CLERK

Beverly Barnett, SDOT, Street Vacation Map, ATT A





Proposed Vacation Area

Area: 80,610 sq.ft.
Zoning: IG1 U/85' UI

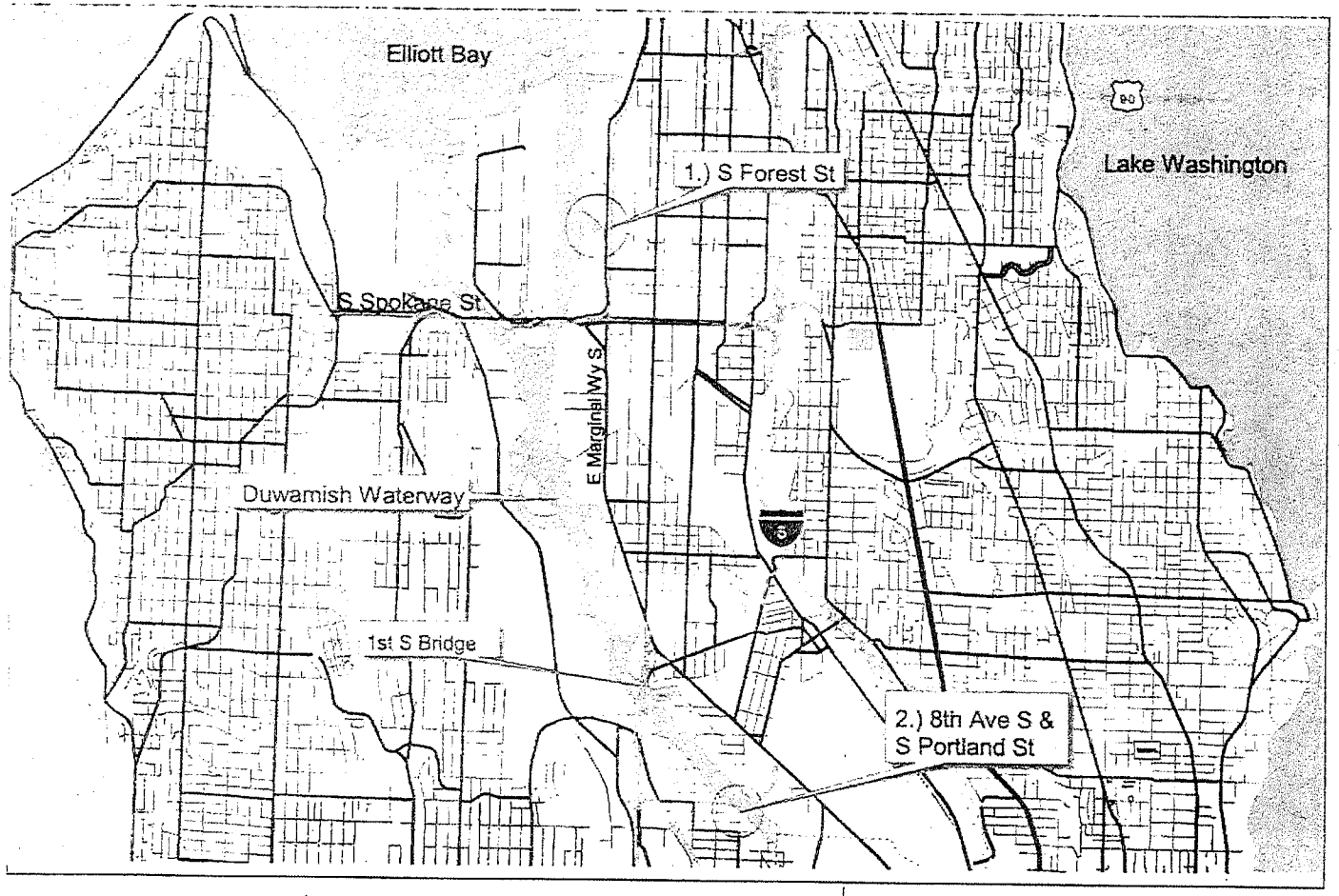
Petitioner: Port of Seattle

C.F 307732

Street Vacation Petition
A portion of S. Forest St.

N

Attachment A to SDOT Port of Seattle Street Vacation FISC



N

Street Vacation Petition:

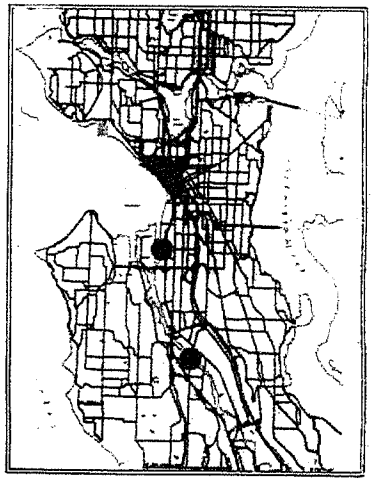
A portion of S Forest St (submerged)

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.

COUNCIL CLERK

City of Seattle
Office of the Mayor

August 2, 2011

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

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill that would 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

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

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

COUNCIL CLERK