#7

Beverly Barnett/GMH
SDOT Sound Way Property Vacation ORD
November 3, 2010
Version #4

ORDINANCE _____

AN ORDINANCE vacating the following portions of streets, alleys, and blocks: SW Morgan Street between 15th Avenue SW and Burien Way SW; 12th Avenue SW, 13th Avenue SW, and 14th Avenue SW between SW Morgan Street and SW Holly Street; 11th Place SW between SW Morgan Street and SW Warsaw Street; 11th Avenue SW between SW Morgan Street and 10th Avenue SW; 10th Avenue SW between SW Morgan Street and SW Warsaw Street; SW Warsaw Street between 11th Place SW and 10th Avenue SW; SW Holly Street between 12th Avenue SW and W Marginal Way SW; the alley between 12th Avenue SW and Burien Way SW, north of SW Holly Street; Burien Way SW between the projected north margin of SW Morgan Street from the west to the northern margin of SW Holly Street, as vacated by Ordinance 93969, excepting the northern approximately 50' of Burien Way SW east of its centerline; approximately 350 feet of 9th Avenue SW from the north margin of SW Holly Street; approximately 340 feet of 8th Avenue SW from the north margin of SW Holly Street; approximately 350 feet of 7th Avenue SW from the north margin of SW Holly Street; Sound Way SW between SW Holly Street and Highland Park Way SW; all of Blocks 1, 2, and 3 in Ewald's 1st Addition to the City of Seattle; and all of Blocks 6, 7, 8, and 9 and a portion of Block 5 in Melville-Barth Addition to the City of Seattle, together known as the Sound Way properties in the Riverview neighborhood of West Seattle (the "Sound Way Property"), on the petition of the Seattle Department of Parks and Recreation ("Parks"); ratifying and confirming an easement; and approving a memorandum of understanding for utility purposes related herein (Clerk File 309972).

WHEREAS, Parks has filed a petition to vacate the Sound Way Property consisting of streets, alleys, and blocks in and near Blocks 1, 2, and 3 of Ewald's 1st Addition to the City of Seattle and Blocks 5, 6, 7, 8, and 9 in Melville-Barth Addition to the City of Seattle; and

WHEREAS, in the 1950's and 1960's the City of Seattle purchased and laid off as right-of-way two groups of vacant properties for transportation projects, collectively known as the Sound Way project, which proved infeasible and was subsequently cancelled; and

WHEREAS, no further plans for transportation purposes were made by the City of Seattle for the Sound Way Property; and

WHEREAS, in 2003 the Fleets and Facilities Department analyzed options for the use of the property; and

WHEREAS, vacating the rights-of-way and incorporating the property into the greenbelt system will connect and consolidate City ownership of the greenbelt under one department which

will allow for consistent management and the ability of the City to apply for available state grants for open space preservation; and

WHEREAS, once completed the vacation will add approximately 32 acres of permanent open space to the West Duwamish Greenbelt, the City's largest greenspace at over 375 acres, and make whole an otherwise segmented West Duwamish Greenbelt; and

WHEREAS, following a public hearing on the petition, held on August 4, 2009, the petition was conditionally granted; and

WHEREAS, Ordinance 121661 provides that City Departments are exempt from the payment of vacation fees, therefore no fee was required; and

WHEREAS, the Seattle City Council ("City Council") has conditionally approved the petition contingent upon resolving all utility issues, including but not limited to, the petitioner granting a no-cost permanent easement to the King County Wastewater Treatment Division with respect to its existing wastewater pipeline currently located within a portion of the Sound Way Property proposed for vacation and a Memorandum of Understanding between Parks and Seattle City Light to operate and maintain an existing electrical system within a portion of the vacated Sound Way Property; and

WHEREAS, Parks has committed to working cooperatively with Seattle Public Utilities to address any future drainage system changes; and

WHEREAS, the petitioner has now met all conditions imposed by City Council in connection with this vacation petition; and

WHEREAS, vacating the Sound Way Property that currently runs through the middle of the West Duwamish Greenbelt will help preserve areas of natural landscape and habitat for wildlife and is therefore in the best interest of the public; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That

All of Blocks 1 and 2 (Lots 1 through 16, inclusive, respectively); and Block 3 (Lots 1 through 4, inclusive); all in Ewald's 1st Addition to the City of Seattle, Volume 25 of Plats, Page 43, Records of King County, Washington; and

Lots 7 through 17, inclusive, Block 5; Lots 1 through 20, inclusive, Block 6; Lots 1 through 6, inclusive, Block 7; Lots 1 through 12, inclusive, Block 8; and Lots 1

through 25, inclusive, Block 9; all in Melville-Barth Addition to the City of Seattle, Volume 22 of Plats, Page 86, Records of King County, Washington.

TOGETHER WITH the following unopened street/public right of ways;

That portion of Sound Way Southwest between the south line of the northeast one quarter of the northwest one quarter (NE¼ of NW¼) of Section 30, Township 24 North, Range 4 East, W.M. and the northerly margin of Highland Park Way Southwest,

14th Avenue SW between the northerly margin of SW Holly Street and the southerly margin of SW Morgan Street,

13th Avenue SW between the northerly margin of SW Holly Street and the southerly margin of SW Morgan Street,

12th Avenue SW between the northerly margin of SW Holly Street and the southerly margin of SW Morgan Street,

11th Avenue SW between the westerly margin of 10th Ave SW and the southerly margin of SW Morgan Street,

11th Place SW between the northerly margin of SW Warsaw Street and the southerly margin of SW Morgan Street,

10th Avenue SW between the northerly margin of SW Warsaw Street and the southerly margin of SW Morgan Street,

9th Avenue SW between the northerly margin of SW Holly Street and the production southwesterly of the north line of Lot 6, Block 4 according to the plat of Melville-Barth Addition to the City of Seattle, Volume 22 of Plats, page 86 records of King County, Washington,

8th Avenue SW between the northerly margin of SW Holly Street and the production southwesterly of the north line of the southerly one half of Lot 9, Block 2, according to the plat of Melville-Barth Addition to the City of Seattle, Volume 22 of Plats, page 86 records of King County, Washington,

7th Avenue SW between the northerly margin of SW Holly Street and the production southwesterly of the north line of Lot 9, Block 1, according to the plat of Melville-Barth Addition to the City of Seattle, Volume 22 of Plats, page 86 records of King County, Washington,

All of SW Warsaw Street from 11th Place SW to 10th Avenue SW,

All of SW Holly Street between the easterly margin of 12th Avenue SW and the westerly margin of West Marginal Way SW,

That portion of SW Morgan Street according to the plat of Ewald's 1st Addition to the City of Seattle, Volume 25 of Plats, page 43 records of King County, Washington, between the easterly margin of 15th Avenue SW and the centerline of 12th Avenue SW,

That portion of SW Morgan Street according to the plat of Melville-Barth Addition to the City of Seattle, Volume 22 of Plats, page 86 records of King County, Washington, between the centerline of 12th Avenue SW and the westerly margin of Burien Way SW,

That portion of Burien Way SW between the south line of the northeast one quarter of the northwest one quarter (NE¼ of NW¼) of Section 30, Township 24 North, Range 4 East, W.M. and the northerly margin of SW Morgan Street from the west, EXCEPT that portion of the easterly one-half of Burien Way SW fronting Lot 1 and a portion of Lot 2, Block 5, Melville-Barth Addition currently not owned by the City of Seattle.

Unnamed 20' alley between Block 6 and Block 9, according to the plat of Melville-Barth Addition to the City of Seattle, Volume 22 of Plats, page 86 records of King County, Washington;

Be and the same is hereby vacated;

OR in the alternative, to vacate any portion of said right-of-way so particularly described;

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 rights-of-way abutting upon said property after said vacation.

Section 2. The Wastewater Pipe Easement Agreement, between the City of Seattle and King County, King County Recording Number 20100824000780, attached hereto as Attachment A, is hereby ratified and confirmed.

Section 3. The Memorandum of Understanding between Parks and Seattle City Light, King County Recording Number 20100824000778, attached hereto as Attachment B, is hereby approved.

Section 4. This ordinance shall take effect and be in force 30 days from and 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 _____, 2010, and signed by me in open session in authentication of its passage this _____ day of _____, 2010.

_____
President _____ of the City Council

Approved by me this ____ day of _____, 2010.

_____
Michael McGinn, Mayor

Filed by me this ____ day of _____, 2010.

_____
City Clerk

(Seal)

Attachment A: Wastewater Pipe Easement Agreement

Attachment B: Memorandum of Understanding

Unofficial Document

Return Address:
King County
Department of Natural Resources and P
Wastewater Treatment Division
Attn: ROW Supervisor
MS KSC-NR-512
201 South Jackson Street
Seattle, WA 98104-3855

20100824000780
SEATTLE PARKS MEMO 71.00
PAGE-001 OF 010
08/24/2010 13:30
KING COUNTY, WA

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)
1 **Wastewater Pipe Easement Agreement** 2. _____
3. _____ 4. _____

Reference Number(s) of Documents assigned or released:
Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document
1. **City of Seattle**

Additional names on page _____ of document.

EXCISE TAX NOT REQUIRED
King Co. Records Division
By _____ Deputy

Grantee(s) Exactly as name(s) appear on document
1. **King County, Wastewater Treatment Division,**

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
portion of the NE ¼ of S 30, T 24 N, R4 E

Additional legal is on page 9 of document.

Assessor's Property Tax Parcel/Account Number

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Unsigned Copy

When Recorded Mail To:

King County
Department of Natural Resources and Parks
Wastewater Treatment Division
Attn: ROW Supervisor
MS KSC-NR-512
201 South Jackson Street
Seattle, WA 98104-3855

Document Title: **Wastewater Pipe Easement Agreement**
Grantor(s): **City of Seattle**
Grantee: **King County, Wastewater Treatment Division**
Abbreviated Legal Description: portion of the NE ¼ of S 30, T 24 N, R4 E
Additional Legal Description is on Page: 9
Assessor's Tax Parcel Number(s):

WASTEWATER PIPE EASEMENT AGREEMENT

THIS **WASTEWATER PIPE EASEMENT AGREEMENT** (Easement Agreement) is made this 11th day of August 2010 by and between the City of Seattle, a Washington municipal corporation, its successors and assigns (CITY), and King County, a political subdivision of the State of Washington, through its Wastewater Treatment Division, its successors and assigns (COUNTY):

RECITALS:

WHEREAS, the CITY is the owner of certain real property more particularly described in **EXHIBIT "A"** (the "Property")

WHEREAS, the Seattle Department of Parks and Recreation petitioned the Seattle City Council to vacate various streets, lots and blocks laid off and commonly known as Sound Way in Seattle, Washington (the "Vacation Area"), as more particularly described in Seattle City Clerk File No. 309972; and

WHEREAS, the COUNTY owns and operates a wastewater pipeline facility, including appurtenant structures such as maintenance holes, located in the Vacation Area; and

WHEREAS, the Seattle City Council's conditional grant of vacation of the Vacation Area is conditioned, in part, on the CITY conveying to the COUNTY an easement for wastewater pipeline purposes in the Vacation Area in place of an existing permit issued by the Seattle Department of Transportation; and

WHEREAS, the CITY desires to grant to the COUNTY a wastewater pipeline easement in a portion of the Vacation Area in order to fulfill the above-stated condition to the conditional grant of vacation referenced above.

NOW, THEREFORE, the CITY and the COUNTY hereby agree as follows:

AGREEMENT

1. Grant and Purpose. The CITY hereby grants to the COUNTY, subject to the conditions contained in this Easement Agreement, an easement (Easement) in, upon and under the real property described on **Exhibit "B"**, attached hereto and incorporated herein by this reference (Easement Area), together with reasonable pedestrian access or vehicular access across surfaces capable of supporting the weight of the vehicles, so as not to damage the "Property", to reach the Easement Area.

The purpose of the Easement is for installing, constructing, operating, maintaining, removing, repairing and replacing a wastewater pipeline below the surface of the Easement Area, together with the following listed improvements at or below the surface of the Easement Area, and for no other purposes: maintenance holes, vaults, meters, cathodic devices, electrical poles and drops, "goosenecks" and other small unobtrusive odor control devices, telemetry devices and poles, monitoring equipment, portable sampling device(s) and below grade carbon beds. All of the COUNTY's permitted improvements now or hereafter located in the Easement Area are referred to as Easement Improvements.

2. Limitations. The COUNTY shall keep the Easement Improvements in good condition and repair at all times at the COUNTY's sole cost. Except in case of emergency or request by the CITY, the COUNTY shall provide ten (10) business days prior written notification to the CITY before undertaking any work in the Easement Area involving digging, trenching, removal of Park improvements, pruning or removal of vegetation. For purposes of this Easement pruning or removal of vegetation that has

overgrown or blocked surface Easement Improvements does not require prior notice to the CITY.

The COUNTY shall obtain a permit or other license or form of permission from the Superintendent of Parks and Recreation or duly authorized official and pay such fees or other charges as may be applicable or negotiated prior to any use or occupation of the "Property" outside of the Easement Area, except temporary parking for one to three maintenance vehicles in the "Property" parking lot (if applicable).

All activities of the COUNTY under this Easement Agreement shall be completed without delay by COUNTY employees or by a qualified, licensed and bonded contractor, at the sole expense of the COUNTY and, upon completion of such permitted activity, the COUNTY shall immediately remove all equipment and debris and restore all disturbed topography, vegetation, landscape features and improvements, to their condition immediately prior to the initiation of such activity, unless otherwise mutually agreed in writing.

3. CITY's Rights. The CITY shall have the continuing right to use the Easement Area, so long as such use does not interfere with the easement rights of the COUNTY and does not obstruct or endanger the usefulness of any Easement Improvements now or hereafter maintained by the COUNTY in the Easement Area. Except in case of emergency, prior to any construction in the Easement Area and prior to any activity by the CITY that requires use of the subsurface of the Easement Area the CITY shall notify the COUNTY in writing and shall provide the COUNTY with a copy of all plans and specifications for such proposed construction activity for review at least thirty (30) days prior to the commencement of such construction. Except in case of emergency, the CITY shall not commence such construction or activity unless and until it has received the COUNTY's prior written consent that the CITY's proposed construction or activity will not interfere with the COUNTY's rights under this Easement Agreement. The County's review and, if applicable, approval of the CITY's plans and specifications shall be strictly limited to the facilities and/or excavation shown on the plans and specifications submitted to the COUNTY and shall in no event constitute or be construed as a certification of the adequacy or sufficiency of the CITY's plans and specifications nor whether the CITY's construction or activity complies with other applicable laws, building codes and other governmental rules and regulations. For purposes of this Easement Agreement, landscaping activities in the Easement Area that do not obstruct or endanger the usefulness of Easement Improvements and that do not disturb that portion of the subsurface within five (5) feet from the wastewater pipeline do not require notice to and approval by the COUNTY.

Except as otherwise provided herein, and after the date of this Easement Agreement, the construction, installation, or maintenance of any structures, whether temporary or

permanent, shall be absolutely prohibited within the Easement Area and shall be deemed an unreasonable interference with the COUNTY's easement rights unless specifically approved in writing by the COUNTY as provided above, which approval shall not be unreasonably withheld. For purposes of this Easement Agreement, signs, trails, and temporary protections for new or sensitive vegetation installed by or with the permission of the CITY are permitted.

4. Compliance with Laws; Indemnity. The COUNTY shall at all times exercise its rights under this Easement Agreement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. The COUNTY shall indemnify, defend, at the option of the CITY, and hold harmless the CITY, its successors and assigns, from any and all claims, damage, costs (including attorneys' fees) and liability arising in any way from acts or omissions, whether negligent or intentional, of the COUNTY, or its agents, employees or contractors, in connection with this Easement Agreement, the Easement, the Easement Area, the "Property" or the Easement Improvements. The COUNTY's obligations under this paragraph do not include claims, damage or liability to the extent caused by the CITY's negligence.

5. Costs. If the COUNTY violates the terms of this Easement Agreement, requiring action by the CITY, the COUNTY shall reimburse the CITY for its reasonable costs for "Property" restoration, vegetation, replanting, trail or other improvement reconstruction or for repair of Easement Improvements. The COUNTY shall reimburse the CITY within forty-five (45) days of the CITY providing adequate documentation of such costs to the COUNTY. In addition, if the COUNTY fails to obtain permits required under this Easement Agreement, the CITY shall be entitled, in addition to other remedies, to recover from the COUNTY all applicable fees for the COUNTY's use of the "Property".

6. Notices. Any notices required or permitted under this Easement Agreement shall be personally delivered or sent by certified mail, return receipt requested and shall be deemed given three (3) days following the date when mailed or one (1) business day following personal delivery. All notices shall be sent to the following addresses:

To the COUNTY: King County
Wastewater Treatment Division
Managing Supervisor,
Regulatory Compliance and Land
Acquisitions
Mailstop: KSC-NR-0512
201 South Jackson Street, Suite 512
Seattle, WA 98104-3855

To the CITY: City of Seattle

Unofficial Document

Department of Parks and Recreation
Real Estate Management
800 Maynard Avenue South
4th Floor
Seattle, WA 98134-1336

8. General. The COUNTY shall have the right to assign its rights under this Easement Agreement, in whole or in part, only to a governmental agency that is a functional successor and only upon such successor's express assumption of obligations and liabilities under this Easement Agreement.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, effective as of the day and year first above written.

CITY OF SEATTLE, a Washington municipal corporation,

By: CHRISTOPHER H. WILLIAMS
Superintendent of Parks and Recreation

KING COUNTY, a political subdivision of the State of Washington

By: Gregory M. Bush
Section Manager, Environmental and Community Services

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

On this 20 day of July, 2010, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Christopher M Williams to me known to be the Acting Superintendent of the Department of Parks and Recreation of the City of Seattle, the municipal corporation named in and which executed the foregoing document, and stated on oath that he/she was authorized to execute the foregoing document on behalf of said municipal corporation and signed the same as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned.

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

Jeanette F Geiger
Notary Public in and for the
State of Washington, residing
at Seattle
My appointment expires 6/15/2014

Notary Public
State of Washington
JEANETTE F. GEIGER
COMMISSION EXPIRES
June 15, 2014

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

On this 11th day of August, 2010, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gregory M. Bush to me known to be the Section Manager, Environmental and Community Services, of King County, a political subdivision of the State of Washington, through its Wastewater Treatment Division, who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said County for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute the said instrument.

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

William E MacEwen
Notary Public in and for the
State of Washington, residing
at Oak Harbor
My appointment expires 2/12/2014

WILLIAM ERIC MENDENHALL
NOTARY PUBLIC
FEB. 2, 2014
STATE OF WASHINGTON

Unofficial Document

EXHIBIT A

Legal Description of Property

All of Blocks 1 and 2 (lots 1 through 16, inclusive, respectively); and Block 3 (Lots 1 through 4, inclusive); all in Ewald's 1st Addition to the City of Seattle, Volume 25 of Plats, Page 43, Records of King County, Washington; and

Lots 7 through 17, inclusive, Block 5; Lots 1 through 20, inclusive, Block 6; Lots 1 through 6, inclusive, Block 7; Lots 1 through 12, inclusive, Block 8; and Lots 1 through 25, inclusive, Block 9; all in Melville-Barth Addition to the City of Seattle, Volume 22 of Plats, Page 86, Records of King County, Washington.

TOGETHER WITH the following unopened street/public right of ways;

- That portion of Sound Way Southwest between the south line of the northeast one quarter of the northwest one quarter (NE¼ of NW¼) of Section 30, Township 24 North, Range 4 East, W.M. and the northerly margin of Highland Park Way Southwest
- 14th Avenue SW between the northerly margin of SW Holly Street and the southerly margin of SW Morgan Street,
- 13th Avenue SW between the northerly margin of SW Holly Street and the southerly margin of SW Morgan Street,
- 12th Avenue SW between the northerly margin of SW Holly Street and the southerly margin of SW Morgan Street,
- 11th Avenue SW between the westerly margin of 10th Ave SW and the southerly margin of SW Morgan Street,
- 11th Place SW between the northerly margin of SW Warsaw Street and the southerly margin of SW Morgan Street,
- 10th Avenue SW between the northerly margin of SW Warsaw Street and the southerly margin of SW Morgan Street,
- 9th Avenue SW between the northerly margin of SW Holly Street and the production southwesterly of the north line of Lot 6, Block 4 according to the plat of Melville-Barth Addition to the City of Seattle, Volume 22 of Plats, page 86 records of King County, Washington,
- 8th Avenue SW between the northerly margin of SW Holly Street and the production southwesterly of the north line of the southerly one half of Lot 9, Block 2, according to the plat of Melville-Barth Addition to the City of Seattle, Volume 22 of Plats, page 86 records of King County, Washington,
- 7th Avenue SW between the northerly margin of SW Holly Street and the production southwesterly of the north line of Lot 9, Block 1, according to the plat of Melville-Barth Addition to the City of Seattle, Volume 22 of Plats, page 86 records of King County, Washington,

- All of SW Warsaw Street from 11th Place SW to 10th Avenue SW,
- All of SW Holly Street between the easterly margin of 12th Avenue SW and the westerly margin of West Marginal Way SW,
- That portion of SW Morgan Street according to the plat of Ewald's 1st Addition to the City of Seattle, Volume 25 of Plats, page 43 records of King County, Washington, between the centerline of 15th Avenue SW and the centerline of 12th Avenue SW,
- That portion of SW Morgan Street according to the plat of Melville-Barth Addition to the City of Seattle, Volume 22 of Plats, page 86 records of King County, Washington, between the centerline of 12th Avenue SW and the westerly margin of Burien Way SW,
- That portion of Burien Way SW between the south line of the northeast one quarter of the northwest one quarter (NE¼ of NW¼) of Section 30, Township 24 North, Range 4 East, W.M. and the northerly margin of SW Morgan Street from the west, EXCEPT that portion of the easterly one-half of Burien Way SW fronting Lot 1 and a portion of Lot 2, Block 5, Melville-Barth Addition currently not owned by the City of Seattle.
- Unnamed 20' alley between Block 6 and Block 9, according to the plat of Melville-Barth Addition to the City of Seattle, Volume 22 of Plats, page 86 records of King County, Washington;

Unofficial Document

Unsigned Document

EXHIBIT B

Legal Description of Easement Area

METRO SEWER EASEMENT OVER DO 82854
WEST POINT SYSTEM
WEST DUWAMISH INTERCEPTOR

That portion of the NE ¼ of Section 30, Township 24 North, Range 4 East, Willamette Meridian, in the City of Seattle, King County, Washington as follows:

Commencing at the intersection of the centerline of Southwest Michigan Street and the centerline tangent of West Marginal Way Southwest; thence South 86°05'22" West along the centerline of Southwest Michigan Street a distance of 146.26 feet to the intersection with the centerline of Detroit Avenue Southwest; thence continuing South 86°05'22 West along the centerline of Southwest Michigan Street a distance of 160.96 feet to an intersection with the centerline of Highland Park Way Southwest; thence South 66°25'52" West along said centerline of Highland Park Way Southwest a distance of 86.40 feet more or less to a sewer manhole, designated as MH W14-236 (Sta 28+09.46) on Municipality of Metropolitan Seattle West Point System Sewer Plans for West Duwamish Interceptor Section 2, Station 21+00 TO Station 28+06.8+/-, Sheet ID P-211, Sheet 39 of 47 dated June 1965; thence North 10°48'32" East along the centerline of 24 inch sewer pipe, also as depicted on said Sewer Plan, a distance of 48.46' to the northerly margin of Highland Park Way Southwest and the True Point of Beginning of a 20 foot easement lying 10 feet on either side of the following line: Thence North 10°48'32" East along said 24 inch sewer pipe a distance of 246.96 feet to the intersection with a line that is 660 feet south of (as measured down the west line of the SW¼ of the NE ¼ of 30-24-4) and parallel with the north line of the SW¼ of the NE ¼ of said Section 30, Township 24 North, Range 4 East, Willamette Meridian and the end of this easement. Said terminus falls South 88°48'09" East of and 356.14' from a point of the west line of said SW¼ of the NE¼ that is 660 feet South 2°54'30" West of the northwest corner of said SW¼ of the NE¼.

Sidelines of the easement to the extended or shortened to close on the beginning and ending boundary lines.

Easement

Unofficial Document

Return Address:
Seattle City Light
Real Estate Division
700 5th Avenue, Suite 3200
P.O. Box 34023
Seattle, WA 98124-4023

20100824000778
SEATTLE PARKS MEMO 68.00
PAGE-001 OF 007
08/24/2010 13:30
KING COUNTY, WA

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)
1 Memorandum of Understanding 2. _____
3. _____ 4. _____

Reference Number(s) of Documents assigned or released:
Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document
1. **Seattle Department of Parks and Recreation,**

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document
1. **Seattle City Light,**

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
portion of the NE ¼ of S 30, T 24 N, R4 E

Additional legal is on pages 6-7 of document.

Assessor's Property Tax Parcel/Account Number
2428200165, 2428200085, 2428200005, 5439300560, 5439300495, 5439300465, 5439300365, 5439300310

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

MEMORANDUM OF UNDERSTANDING
For the Operation and Maintenance of a City Light Overhead Electrical System
Within a Portion of the Vacated "Sound Way Property"

This Memorandum of Understanding ("Agreement") is made and entered into this 27th day of July, 2010, between the Seattle Department of Parks and Recreation ("Parks"), and Seattle City Light ("City Light"), collectively the "Parties":

WHEREAS, Parks petitioned the Seattle City Council to vacate various streets, lots and blocks laid off and acquired for a subsequently cancelled highway project known as Sound Way (the "Vacation Area") in Section 30, Township 24 North, Range 4 East, Willamette Meridian, in the City of Seattle, King County, as more particularly described in Seattle City Clerk File No. 309972; and

WHEREAS, the Vacation Area is legally described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, City Light owns, operates and maintains an overhead electric distribution system within a portion of the Vacation Area, generally along the SW Holly Street right-of-way, between the easterly margin of 12th Avenue Southwest and the westerly margin of West Marginal Way Southwest; and

WHEREAS, the Seattle City Council's conditional grant of vacation of the Vacation Area is conditioned, in part, on protection of the continuing operation and maintenance of the City Light overhead electrical system within the Vacation Area; and

WHEREAS, Parks and City Light wish to enter into an agreement to provide the terms and conditions for the continuing operation and maintenance of the overhead electrical system;

NOW, THEREFORE, in consideration of the terms, conditions and performances contained herein,

EFFECTIVE ON THE EFFECTIVE DATE OF THE ORDINANCE VACATING THE VACATION AREA, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **Purpose.** Parks authorizes City Light to operate and maintain an existing overhead electrical system in, over, upon and under the real property described in Exhibit "B", attached hereto and incorporated herein by this reference ("Use Area"); and to access the Use Area by reasonable pedestrian or vehicular access across the adjacent Vacation Area on surfaces capable of supporting the weight of the vehicles, so as not to damage the Vacation Area or any other park land, vegetation or improvements. Operate and maintain means the maintenance, installation, repair, alteration, improvement or reconstruction of the overhead electrical system.

2. **Limitations**. City Light may cut and trim brush, trees or other plants standing or growing upon the Use Area, which brush or trees, in the sole opinion of City Light, interfere with the maintenance or operation of, or constitute a menace or danger to the overhead electrical system. City Light shall obtain a permit from Parks prior to any use or occupation of the Vacation Area outside of the Use Area, except to trim or remove trees in cases of emergency, in which case such permit will be obtained within a reasonable time following any such emergency trimming or removal.

Parks agrees not to build or permit the building of any structure within the Use Area.

3. **Notices**. City Light agrees to provide written notice to Parks at least 5 business days before cutting or trimming of brush, trees or other plants in the Use Area, except in the case of emergency. Notice shall be in writing and delivered to:

Seattle Department of Parks and Recreation
Real Estate Management
800 Maynard Avenue South
4th Floor
Seattle, WA 98134-1336

4. **General**. The Parties agree that City Light may permit other utilities to install and maintain overhead lines within the Use Area for the purpose of telecommunications so long as this Agreement is in effect. Any use of the Use Area for telecommunications shall be managed by City Light and shall be subject to the terms of this Agreement. Such use by other utilities for telecommunications purposes shall create no new obligations for Parks under this Agreement.

5. **Responsibility**. City Light shall be responsible at all times, at its sole cost and expense, for the safe operation and maintenance in good condition of its overhead electrical system and any telecommunications facilities and equipment; for removal or proper disposal of all brush or other vegetation cut by City Light; and for repair of any and all damage to park land, vegetation or improvements caused by or in connection with the exercise of any uses authorized under this Agreement. This restoration obligation shall be limited to those conditions that will not be repaired or re-vegetated naturally within the period of one growing season. Parks shall be responsible at all times, at its sole cost and expense, for the repair of any and all damage to City Light's overhead electrical system in the Use Area caused by Parks, its employees or contractors.

6. **Termination**. This Agreement shall continue and be in force until City Light permanently removes its overhead electrical system and poles and related facilities from the Use Area, or until terminated in writing by mutual agreement of the Parties. Upon termination, City Light shall be responsible for removing, or having removed, all its facilities, as well as any telecommunications equipment or facilities, at its sole cost and expense, unless otherwise agreed in writing by the Parties.

Unofficial Document

EXECUTED, this 27th day of July, 2010.

SEATTLE DEPARTMENT OF PARKS AND RECREATION	SEATTLE CITY LIGHT
By:	By:
Printed Name: Christopher M. Williams	Printed Name: David L. Barber
Title: Acting Superintendent	Title: Real Estate Manager

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

On this 20 day of July, 2010, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Christopher R. Williams to me known to be the Acting Superintendent of the Department of Parks and Recreation of the City of Seattle, the municipal corporation named in and which executed the foregoing document, and stated on oath that he/she was authorized to execute the foregoing document on behalf of said municipal corporation and signed the same as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned.

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

Jeanette F. Geiger

Notary Public in and for the
State of Washington, residing
at Seattle
My appointment expires
6/15/2014

Notary Public
State of Washington
JEANETTE F. GEIGER
COMMISSION EXPIRES
June 15, 2014

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

On this 27th day of July, 2010, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dave Barber, to me known to be the Real Estate Manager of Seattle City Light, a department of the City of Seattle, the municipal corporation named in and which executed the foregoing document, and stated on oath that he/she was authorized to execute the foregoing document on behalf of said municipal corporation and signed the same as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned.

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

Notary Public in and for the
State of Washington, residing
at Sumner
My appointment expires
5/31/14

NOTARY PUBLIC
STATE OF WASHINGTON
MAY 31, 2014

Unofficial Document

EXHIBIT A

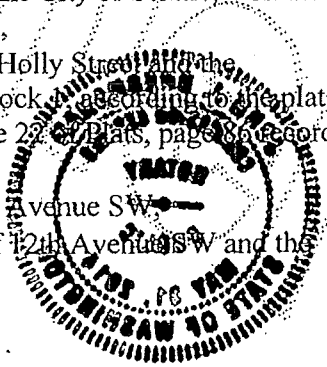
Legal Description of Vacation Area

All of Blocks 1 and 2 (lots 1 through 16, inclusive, respectively); and Block 3 (Lots 1 through 4, inclusive); all in Ewald's 1st Addition to the City of Seattle, Volume 25 of Plats, Page 43, Records of King County, Washington; and

Lots 7 through 17, inclusive, Block 5; Lots 1 through 20, inclusive, Block 6; Lots 1 through 6, inclusive, Block 7; Lots 1 through 12, inclusive, Block 8; and Lots 1 through 25, inclusive, Block 9; all in Melville-Barth Addition to the City of Seattle, Volume 22 of Plats, Page 86, Records of King County, Washington.

TOGETHER WITH the following unopened street/public rights of way;

- That portion of Sound Way Southwest between the south line of the northeast one quarter of the northwest one quarter (NE¼ of NW¼) of Section 30, Township 24 North, Range 4 East, W.M. and the northerly margin of Highland Park Way Southwest
- 14th Avenue SW between the northerly margin of SW Holly Street and the southerly margin of SW Morgan Street,
- 13th Avenue SW between the northerly margin of SW Holly Street and the southerly margin of SW Morgan Street,
- 12th Avenue SW between the northerly margin of SW Holly Street and the southerly margin of SW Morgan Street,
- 11th Avenue SW between the westerly margin of 10th Ave SW and the southerly margin of SW Morgan Street,
- 11th Place SW between the northerly margin of SW Warsaw Street and the southerly margin of SW Morgan Street,
- 10th Avenue SW between the northerly margin of SW Warsaw Street and the southerly margin of SW Morgan Street,
- 9th Avenue SW between the northerly margin of SW Holly Street and the production southwesterly of the north line of Lot 6, Block 4 according to the plat of Melville-Barth Addition to the City of Seattle, Volume 22 of Plats, page 86 records of King County, Washington,
- 8th Avenue SW between the northerly margin of SW Holly Street and the production southwesterly of the north line of the southerly one half of Lot 9, Block 2, according to the plat of Melville-Barth Addition to the City of Seattle, Volume 22 of Plats, page 86 records of King County, Washington,
- 7th Avenue SW between the northerly margin of SW Holly Street and the production southwesterly of the north line of Lot 9, Block 1 according to the plat of Melville-Barth Addition to the City of Seattle, Volume 22 of Plats, page 86 records of King County, Washington,
- All of SW Warsaw Street from 11th Place SW to 10th Avenue SW,
- All of SW Holly Street between the easterly margin of 12th Avenue SW and the westerly margin of West Marginal Way SW,



- That portion of SW Morgan Street according to the plat of Ewald's 1st Addition to the City of Seattle, Volume 25 of Plats, page 43 records of King County, Washington, between the centerline of 15th Avenue SW and the centerline of 12th Avenue SW,
- That portion of SW Morgan Street according to the plat of Melville-Barth Addition to the City of Seattle, Volume 22 of Plats, page 86 records of King County, Washington, between the centerline of 12th Avenue SW and the westerly margin of Burien Way SW,
- That portion of Burien Way SW between the south line of the northeast one quarter of the northwest one quarter (NE¼ of NW¼) of Section 30, Township 24 North, Range 4 East, W.M. and the northerly margin of SW Morgan Street from the west, EXCEPT that portion of the easterly one-half of Burien Way SW fronting Lot 1 and a portion of Lot 2, Block 5, Melville-Barth Addition currently not owned by the City of Seattle.
- Unnamed 20' alley between Block 6 and Block 9, according to the plat of Melville-Barth Addition to the City of Seattle, Volume 22 of Plats, page 86 records of King County, Washington;

EXHIBIT B

Description of Use Area

A forty-foot wide area, being twenty feet on either side of the centerline of the existing overhead electrical system, generally along the SW Holly Street right-of-way, between the easterly margin of 12th Avenue Southwest and the westerly margin of West Marginal Way Southwest.

Unofficial Document

Form revised: August 9, 2010

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle Department of Transportation	Beverly Barnett/684-7564	Stephen Barham/733-9084

Legislation Title:

AN ORDINANCE vacating the following portions of streets, alleys, and blocks: SW Morgan Street between 15th Avenue SW and Burien Way SW; 12th Avenue SW, 13th Avenue SW, and 14th Avenue SW between SW Morgan Street and SW Holly Street; 11th Place SW between SW Morgan Street and SW Warsaw Street; 11th Avenue SW between SW Morgan Street and 10th Avenue SW; 10th Avenue SW between SW Morgan Street and SW Warsaw Street; SW Warsaw Street between 11th Place SW and 10th Avenue SW; SW Holly Street between 12th Avenue SW and W Marginal Way SW; the alley between 12th Avenue SW and Burien Way SW, north of SW Holly Street; Burien Way SW between the projected north margin of SW Morgan Street from the west to the northern margin of SW Holly Street, as vacated by Ordinance 93969, excepting the northern approximately 50' of Burien Way SW east of its centerline; approximately 350 feet of 9th Avenue SW from the north margin of SW Holly Street; approximately 340 feet of 8th Avenue SW from the north margin of SW Holly Street; approximately 350 feet of 7th Avenue SW from the north margin of SW Holly Street; Sound Way SW between SW Holly Street and Highland Park Way SW; all of Blocks 1, 2, and 3 in Ewald's 1st Addition to the City of Seattle; and all of Blocks 6, 7, 8, and 9 and a portion of Block 5 in Melville-Barth Addition to the City of Seattle, together known as the Sound Way properties in the Riverview neighborhood of West Seattle (the "Sound Way Property"), on the petition of the Seattle Department of Parks and Recreation ("Parks"); ratifying and confirming an easement; and approving a memorandum of understanding for utility purposes related herein (Clerk File 309972).

Summary of the Legislation:

This Council Bill completes the vacation process for the Sound Way Property consisting of streets, alleys, and blocks in and near Blocks 1, 2, and 3 of Ewald's 1st Addition to the City of Seattle and Blocks 5, 6, 7, 8, and 9 in Melville-Barth Addition to the City of Seattle, on the petition of the Department of Parks and Recreation ("Parks"), ratifies and confirms an easement for wastewater purposes from the City to King County; and approves a memorandum of understanding between Parks and Seattle City Light for utility facilities that will remain in the vacated area.

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

In the 1950's and 1960's the City of Seattle purchased property in West Seattle and laid it off as right-of-way, the Sound Way Property, in contemplation of the Sound

Way project that was to have linked the city of Seattle to Vashon Island by highway and bridge. The project was subsequently cancelled by the City.

The area proposed for vacation is contained within the City's largest greenspace, the West Duwamish Greenbelt. Permanently protecting the Sound Way Property as part of the City's greenspace system will preserve areas of natural landscape and habitat for wildlife as well as providing opportunities for enhancement of these features.

Once the vacation process is completed, Parks will be able to proceed with design of enhancement projects, the cost of which may be reimbursable by grant funds available from the State Department of Commerce until June 2011.

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.)

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

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

O&M	2010	2011	2012	2013	2014	2015	Total
Uses							
On-going		$3,033	$3,033	$3,033	$17,556	$17,556	**$44,211**
Sources (itemize)							
Parks and Recreation Fund		$3,033	$3,033	$3,033	$17,556	$17,556	**$44,211**

Operation and Maintenance Notes:

The appropriations to support the O&M costs for 2011 are included in the 2011 Proposed Budget for Parks. The budget for 2012 and beyond will be included in future budgets. In addition, a Washington State Department of Commerce grant for $500,000 will fund restoration work for the first three years. For more information, see the 2011-2016 Proposed CIP, Urban Forestry – West Duwamish Restoration project (K72442).

Long-term maintenance starting in 2014 consists of watering new plantings, tree maintenance, illegal encampment removal, removing invasive and noxious plants, volunteer project assistance, and clean green tipping fees.

Do positions sunset in the future? Not applicable.
(If yes, identify sunset date)

What is the financial cost of not implementing the legislation?
(Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs.)

Initially, the City would forgo up to $500,000 in CIP grant funding from the Department of Commerce grant that has been appropriated for this project. In addition, incorporating this property into Park's other West Duwamish Greenbelt properties will allow a more unified and efficient maintenance effort.

Does this legislation affect any departments besides the originating department?
(If so, please list the affected department(s), the nature of the impact (financial, operational, etc), and indicate which staff members in the other department(s) are aware of the proposed legislation.)

The legislation affects Parks, who has been working closely with the Department of Transportation on this legislation. The financial impact of this legislation on Parks is reflected in the projected O&M costs above.

What are the possible alternatives to the legislation that could achieve the same or similar objectives? (Include any potential alternatives to the proposed legislation, such as reducing fee-supported activities, identifying outside funding sources for fee-supported activities, etc.)

There are no reasonable alternatives to this legislation that could achieve the same objective.

Is the legislation subject to public hearing requirements?
(If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future?)

A public hearing was held on August 4, 2009.

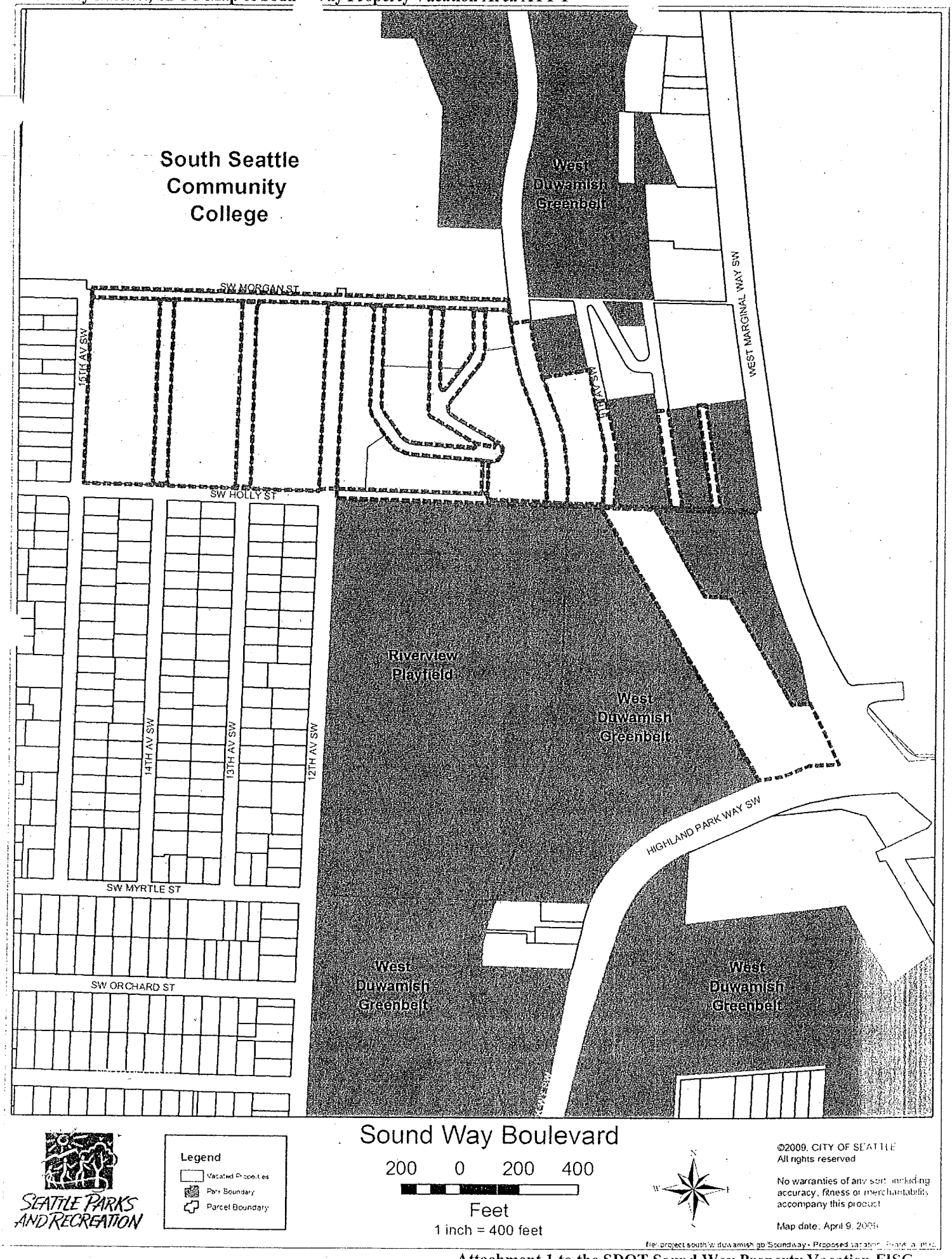
Other Issues: (Include long-term implications of the legislation.)

None.

List attachments to the fiscal note below:

Attachment 1: Map of Sound Way Property Vacation Area.

Beverly Barnett, SDOT Map of Sound Way Property Vacation Area ATT 1



Attachment 1 to the SDOT Sound Way Property Vacation FISC

City of Seattle
Office of the Mayor

November 23, 2010

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

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill that completes the process of vacating streets in the West Duwamish Greenbelt to the Department of Parks and Recreation for open space preservation.

In the 1950's and 1960's the City of Seattle purchased property in West Seattle and laid it off for street purposes (Sound Way Property) in contemplation of the Sound Way project that was to have linked the City of Seattle to Vashon Island by highway and bridge. The project was subsequently cancelled by the City.

The Sound Way Property, the area proposed for vacation, is located within the City's largest greenspace, the West Duwamish Greenbelt. Preserving the Sound Way Property as open space will, among other things, provide areas of natural landscape and critical urban habitat for birds and animals. In addition, it will allow the City to apply for available grant money for restoration and stewardship of the property.

The vacation authorized by this proposed legislation completes an important step in the creation of permanent open space for the citizens of Seattle. Thank you for your support of this legislation. If you have any questions please feel free to 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
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mike.mcginn@seattle.gov