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CITY OF SEATTLE
ORDINANCE _____

COUNCIL BILL 117804

AN ORDINANCE authorizing Seattle Public Utilities to establish institutional controls relating to the long-term protection of the environmental remediation of Slip 4 of the Lower Duwamish Waterway consisting of development and execution of an environmental covenant with U.S. Environmental Protection Agency that will place restrictions on City of Seattle real property; negotiate and execute a lot line adjustment with 1st South Properties, L.L.C.; negotiate and execute a nonexclusive storm water drainage outfall facility easement with 1st South Properties, L.L.C.; and pursue and establish a permanent Regulated Navigation Area within Slip 4 through coordination with the U.S. Department of Homeland Security.

WHEREAS, Slip 4 is a 6.4-acre navigational slip in Seattle, King County, Washington, and is located three miles upstream from the confluence of the Lower Duwamish Waterway (LDW) with Elliott Bay and Puget Sound; and

WHEREAS, approximately 3.5 acres of sediment within Slip 4 was contaminated by historical releases of polychlorinated biphenyls (PCBs), along with metals, organic compounds, and petroleum products; and

WHEREAS, Slip 4 is one of five priority Early Action Areas (EAAs) within the 5.5-mile long LDW Superfund Site; and

WHEREAS, in January 2006, the City of Seattle and King County entered into a Memorandum of Understanding that identified the City's responsibility as Primary Manager for the anticipated investigations, assessments, and Removal Action at the Slip 4 EAA; and

WHEREAS, on May 3, 2006, the U.S. Environmental Protection Agency (EPA) issued an Action Memorandum for a non-time-critical removal action (remedy) at the Slip 4 EAA consisting of dredging and excavation of contaminated soils, sediments, and debris, and capping of the entire Slip 4 remedial area; and

WHEREAS, on September 28, 2006, the City of Seattle and King County entered into an Administrative Settlement Agreement and Order on Consent with EPA for the remedy in Slip 4, which included implementing institutional controls because some hazardous substances would remain on site at levels that do not allow unrestricted use; and



1 WHEREAS, the term “institutional controls” refers to non-engineering measures to ensure the
2 integrity and protectiveness of the Slip 4 remedy and to manage human activities and
3 ecological receptors by preventing or reducing the potential for exposure to contaminated
4 media; and

5 WHEREAS, the City of Seattle managed the Slip 4 remedy construction which was completed
6 on February 7, 2012, and included dredging and offsite disposal of contaminated
7 nearshore soil, sediment, and debris; placement of capping materials; demolition of a
8 large pier structure; and habitat improvements along the riverbank and intertidal areas;
9 and

10 WHEREAS, the Removal Action Completion Report for the Slip 4 remedy (July 26, 2012)
11 describes the institutional controls planned for Slip 4; and

12 WHEREAS, institutional controls for Slip 4 include:

- 13 1. Execution of an environmental covenant with EPA pursuant to the Washington State
14 Uniform Environmental Covenants Act that will place restrictions on City of Seattle
15 real property within the Slip 4 EAA necessary to protect human health and the
16 environment and insure the integrity of the Slip 4 remedy; and
- 17 2. Establishment of a permanent Regulated Navigation Area (RNA) within the Slip 4
18 EAA to prohibit activities that would disturb the riverbed, such as vessel grounding,
19 anchoring, dragging, trawling, spudding or other activities that could disrupt the
20 integrity of the sediment cap (the RNA will not affect transit or navigation of the
21 area); and

22 WHEREAS, an approximately 0.23-acre portion of real property owned by 1st South Properties,
23 LLC is located within the Slip 4 EAA along the southwest bank; and

24 WHEREAS, 1st South Properties, L.L.C. is interested in a lot-line adjustment, which would
25 transfer the portion of their property located within the Slip 4 EAA to the City of Seattle,
26 and such a property transfer would provide the City of Seattle with control over the
27 portion of the remedy currently located on 1st South Properties, L.L.C., so that the City
28 will not have to rely on 1st South Properties, L.L.C. to develop and enforce the
environmental covenant and protect the remedial action; and

WHEREAS, an existing storm drain owned and operated by 1st South Properties, L.L.C. is
located on the property to be transferred to the City, and therefore, a nonexclusive storm
water drainage outfall facility easement must be granted to 1st South Properties, L.L.C. to
allow the existing storm drain to continue functioning. NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS :



1 Section 1. The Director of Seattle Public Utilities (SPU), or his designee, on behalf of
2 the City of Seattle, is hereby authorized to execute and record an environmental covenant with
3 U.S. Environmental Protection Agency (EPA) substantially in the form of Attachment 1 attached
4 hereto that will place restrictions on City of Seattle real property within the Slip 4 Early Action
5 Area (EAA) necessary to protect human health and the environment and insure the long-term
6 integrity of the Slip 4 remedy.

7 Section 2. The SPU Director, or his designee, is further authorized to negotiate and
8 execute a lot line adjustment with 1st South Properties, L.L.C. substantially in the form of
9 Attachment 2 attached hereto.

10 Section 3. The SPU Director, or his designee, is further authorized to negotiate and
11 execute a nonexclusive storm water drainage outfall facility easement with 1st South Properties,
12 L.L.C. substantially in the form of Attachment 3 attached hereto.

13 Section 4. The SPU Director, or his designee, is further authorized to coordinate with
14 the U.S. Department of Homeland Security (Coast Guard) and establish a permanent Regulated
15 Navigation Area within the Slip 4 EAA substantially in the form of Attachment 4 attached hereto
16 to prohibit activities that could impact the long-term integrity of the Slip 4 remedy.
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1 Section 5. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the ____ day of _____, 2013, and
5 signed by me in open session in authentication of its passage this
6 ____ day of _____, 2013.

7 _____
8
9 President _____ of the City Council

10
11 Approved by me this ____ day of _____, 2013.

12
13 _____
14 Michael McGinn, Mayor

15
16 Filed by me this ____ day of _____, 2013.

17
18 _____
19 Monica Martinez Simmons, City Clerk

20 (Seal)

- 21
22
23
24 Attachment 1 – Environmental Covenant for Slip 4 Early Action Area.
25 Attachment 2 – Lot line adjustment with 1st South Properties, L.L.C.
26 Attachment 3 – Storm water drainage outfall easement with 1st South Properties, L.L.C.
27 Attachment 4 – Regulated Navigation Area Rule for Slip 4 Early Action Area.



ATTACHMENT 1

ENVIRONMENTAL COVENANT
(SLIP 4 EARLY ACTION AREA OF LOWER DUMAWISH WATERWAY SUPERFUND
SITE)

RETURN TO: Office of Environmental Cleanup
U.S. Environmental Protection Agency
1200 Sixth Avenue, Suite 900
Seattle, Washington 98101

GRANTOR: City of Seattle
Seattle Public Utilities
500 Fifth Avenue, Suite 4900
P.O. Box 34018
Seattle, WA 98124-4018

HOLDER: City of Seattle
Seattle Public Utilities
500 Fifth Avenue, Suite 4900
P.O. Box 34018
Seattle, WA 98124-4018

RELATED DOCUMENTS: N/A

LEGAL DESCRIPTION
OF THE REAL
PROPERTY SUBJECT
TO COVENANT:

PARCEL B, CITY OF SEATTLE LOT BOUNDARY
ADJUSTMENT NO. 3005372, RECORDED UNDER KING
COUNTY RECORDING NO. 20071010900018;

TOGETHER WITH THAT PORTION OF PARCEL E AS
SHOWN AND DELINEATED ON LOT LINE ADJUSTMENT
SURVEY UNDER RECORDING NUMBER 9212019002
DATED NOVEMBER, 1992, THAT PORTION OF THE
SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24
NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN
KING COUNTY, WASHINGTON, specifically described and
depicted in Attachment A.

AN ADDITIONAL ADJACENT PARCEL, NOT OWNED BY
THE CITY OF SEATTLE, IS SUBJECT TO A SEPARATE



Dave Schuchardt
SPU SLIP 4 ICs ORD ATT 1
May 7, 2013
Version #1

COVENANT GRANTED BY THE BOEING COMPANY, AND
IS DESCRIBED AS:

COMMENCING AT THE INTERSECTION WITH THE
EASTERLY LINE OF THE DUWAMISH COMMERCIAL
WATERWAY AND THE MEDIAN LINE OF SLIP No.4
AS DEFINED IN AN AGREEMENT RECORDED UNDER
RECORDING No. 4477307, IN KING COUNTY
RECORDS, specifically described in Attachment B.

TAX PARCEL(S): 292404-911003



ENVIRONMENTAL COVENANT

I. Purpose and Background

This Environmental Covenant (Covenant) made this _____ day of _____, 2013 is executed pursuant to the Washington State Uniform Environmental Covenants Act (“UECA”), RCW Chapter 64.70 *et seq.*, and imposes certain conditions and restrictions on real property located in the City of Seattle, King County, Washington.

In 2001, the U.S. Environmental Protection Agency (“EPA”) placed the Lower Duwamish Waterway Superfund Site (the “Site”) on the National Priorities List under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 *et seq.* (“CERCLA”). EPA subsequently established Early Action Areas (“EAAs”) within the Site, including the Slip 4 EAA, consisting of the certain tidelands and bedlands within Slip 4. EPA issued an Action Memorandum for Non-Time Critical Removal Action (“NTCRA”) for the Slip 4 EAA in May 2006, which required excavation and removal of certain sediments, capping of other sediments and soils, placement of institutional controls to limit potential human and/or ecological exposure to remaining contamination, and monitoring to verify the effectiveness of the NTCRA (collectively “Removal Action”). The Action Memorandum and supporting information regarding the Slip 4 EAA are contained in the administrative record that is on file with EPA Region 10 or its successor agency. As of the date of this Covenant, the EPA Region 10 regional office is located at 1200 Sixth Avenue, Suite 900, Seattle, Washington 98101.

An Administrative Settlement Agreement and Order on Consent (“Settlement Agreement”), CERCLA Docket No. 10-2006-0364, was issued by EPA to the City of Seattle and King County in September 2006 for implementation of the NTCRA selected in the Action Memorandum for the Slip 4 EAA.

Pursuant to the Action Memorandum, this Covenant, as an institutional control, is necessary to protect human health and the environment and to ensure the integrity of the NTCRA.

EPA has consulted pursuant to RCW 64.70.040(5) with local land use planning authorities in the development of the land use or activity restrictions in this Covenant.



II. Conveyance and Covenant

Grantor, City of Seattle, hereby binds Grantor, its successors and assigns, and conveys to the Holder the land use restrictions and conditions and such other rights conveyed in this Covenant concerning the area at the Slip 4 EAA owned by the Grantor and legally described above and in Attachment A (hereinafter, the "Property.") EPA and the Washington Department of Ecology ("Ecology") shall have full right of enforcement pursuant to UECA of the restrictions, conditions and other rights conveyed in this Covenant.

Grantor covenants to and with the Holder and its successors and assigns that Grantor owns the Property in fee simple and has the exclusive right to convey the Property or any interest therein, and that the Property is free and clear of encumbrances except those that Grantor has identified to EPA. Grantor will use best efforts to secure from all identified prior encumbrance holders either subordination of such interests to, or a binding recorded agreement to be bound by, these covenants. Grantor will warrant and defend the title and quiet possession of the property.

Grantor makes the following covenants as to limitations, restrictions, and uses to which the Property may be put and specifies that such covenants shall run with the land, as provided by law, shall be perpetual, and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereinafter "Owner"):

1. Any activity on the Property that may result in the release or exposure to the environment of the contaminated sediment or soil that was contained as part of the Removal Action, or create a new exposure pathway, is prohibited, unless prior written approval from EPA is obtained authorizing the specific activity. Prohibited activities include, but are not limited to: altering, modifying or removing the Capped Areas (as defined below); piling installation; dredging, drilling, digging, excavation, placement of any objects, fill, or use of any equipment in the Capped Areas which deforms or stresses the surface beyond its load bearing capability; piercing the surface with a rod, spike or similar item; bulldozing or earthwork; anchoring, grounding or spudding, PROVIDED THAT, some controlled activities that may temporarily disturb Capped Areas are allowed so long as the proposals for such work that may temporarily disturb the Capped



Areas are accompanied by detailed plans describing (a) the proposed activity, (b) actions to limit contaminant releases during the activity, (c) actions to restore the integrity of the Capped Areas, and (d) plans for monitoring and reporting. Such proposed activities are subject to written approval by EPA. Examples of such activities that may be allowed include, but are not limited to: excavation for repair or replacement of existing outfalls; excavation for installation of new outfalls or other utilities; anchoring of construction equipment; cap maintenance (including placement of additional cap material and/or excavation of existing cap materials or underlying soils or sediments). The term 'Capped Areas' in these covenants includes engineered slope caps, sediment caps and soil covers as those terms are used in the Action Memorandum and Removal Action Completion Report for the Slip 4 EAA.

2. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Removal Action, or create a new exposure pathway, is prohibited without prior written approval from EPA.
3. The Owner shall properly maintain the Capped Areas of the EAA Removal Action.
4. The Owner shall prohibit any uses or activities that are inconsistent with any of the restrictions established in this Covenant, unless such use or activity is approved by EPA in advance in writing.
5. The Owner must notify all Property purchasers, lessees and easement holders of the restrictions set forth in this Covenant, and make compliance with this Covenant a condition of any conveyance of title, easement, lease or other interest in the Property. Any deed, lease, or other conveyance of any interest in the Property shall make adequate provisions for any continued monitoring or maintenance of the Capped Areas on the Property.
6. The Owner shall use best efforts to provide sixty (60) days, but at a minimum shall provide thirty (30) days, advance written notice to EPA of the Owner's intent to convey or transfer any interest in the Property. Such notice shall include the name and address of the proposed transferee.



7. The Owner shall allow authorized representatives of EPA, Ecology and the Holder the right to enter the Property at reasonable times to (1) evaluate compliance with this Covenant and/or the CERCLA response action, (2) inspect, perform oversight of activities, and take samples, (3) inspect any CERCLA or Model Toxics Control Act response actions conducted at the Property, or (4) inspect and perform maintenance on Capped Areas located on the Property. To the extent there is any conflict between the access rights as stated above and those specified in the Settlement Agreement, the terms of the Settlement Agreement shall control.
8. Local permitting requirements augment the existing federal and state permitting requirements that impose conditions on any construction at Slip 4. The Owner must ensure that all required local permits are obtained prior to any construction, filling and grading, or installation/changes to stormwater configuration and discharges, installation of private utilities or other development activities that may disturb the Capped Areas. Any easements granted by the property Owner must require measures to protect the integrity of the Capped Areas. These permits and easements will require appropriate elements such as (but not limited to) proper handling, characterization and disposal of contaminated sediments or soil and restoration of the Capped Areas if impacted.

III. Reservation of Rights

Grantor hereby reserves unto itself, its representatives, heirs, assigns, and successors all rights accruing from ownership of the Property that are not conditioned, restricted or prohibited by Section II.

IV. Enforcement

Compliance with this Covenant may be enforced pursuant to the Washington State Uniform Environmental Covenants Act. EPA, Ecology and the Holder shall have full enforcement rights. Failure by EPA or Holder to enforce compliance with this Covenant in a timely manner shall not be deemed a waiver of their right to take subsequent enforcement actions.



V. Recordation

Grantor shall submit this instrument for recording in the official records of King County, Washington within 10 days after the execution of this instrument and shall pay the costs associated with recording.

VI. General Provisions

Agency's Interest. Pursuant to RCW 64.70.030, the rights granted to EPA by this Environmental Covenant are not interests in real property.

Liberal Construction. This Covenant shall be liberally construed in favor of effectuating its purposes. If any portion(s) of it is found to be ambiguous, an interpretation consistent with its purposes that would render such portion(s) valid shall be favored over one that would render it invalid.

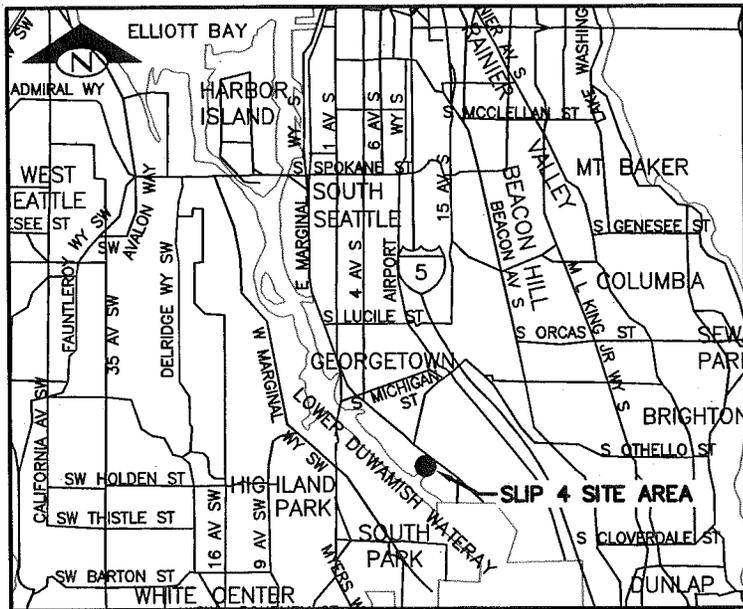
VII. Termination and Modification

This Environmental Covenant may only be amended or terminated in accordance with the amendment and termination provisions of the Washington State Uniform Environmental Covenants Act, RCW 64.70.100.

VIII. Signature and Acknowledgements

Grantor covenants that it is authorized to grant this Covenant and shall warrant and defend the same against all claims and demands challenging such authority. The undersigned parties represent and certify that they are authorized to execute this Covenant.





VICINITY MAP

**Crowley Marine
Services, Inc.
Parcel
#2136200641**

**City of Seattle
Parcel #2924049110**

Pier
**Crowley Marine
Services, Inc.
Parcel
#2136200641**

SLIP 4
**The Boeing
Company
Parcel
#0022000005**

**The Boeing
Parcel #0**

ATTACHMENT A

PARCEL B, CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3005372, RECORDED UNDER KING COUNTY RECORDING NO. 20071010900018;

TOGETHER WITH THAT PORTION OF PARCEL E AS SHOWN AND DELINEATED ON LOT LINE ADJUSTMENT SURVEY UNDER RECORDING NUMBER 9212019002 BY DODDS ENGINEERS, INC. DATED NOVEMBER, 1992 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE MOST NORTHERLY POINT OF SAID PARCEL E; SAID POINT BEING THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF EAST MARGINAL WAY SOUTH AND THE LINE OF THAT CERTAIN DRAINAGE EASEMENT DESCRIBED IN DOCUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 59780003, AND THE ORIGINAL EASTERLY BOUNDARY OF SLIP 4 OF THE DUWAMISH WATERWAY;

THENCE SOUTH 09°26'45" WEST, ALONG SAID EASTERLY LINE AND SAID EASTERLY BOUNDARY, 70.36 FEET TO A POINT 125 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTHERLY LINE OF BLOCK 6, DUWAMISH INDUSTRIAL ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 21 OF PLATS, PAGE 65 RECORDS OF KING COUNTY, WASHINGTON;

THENCE NORTH 89°58'01" WEST, PARALLEL WITH SAID NORTH LINE, 23.97 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 11°34'46" EAST, 71.32 FEET;
THENCE SOUTH 10°54'56" WEST, 45.13 FEET;
THENCE SOUTH 06°26'14" WEST, 16.72 FEET;
THENCE SOUTH 09°58'02" WEST, 80.47 FEET;
THENCE SOUTH 00°25'51" WEST, 37.97 FEET;
THENCE SOUTH 26°27'10" EAST, 12.10 FEET;
THENCE SOUTH 04°33'09" WEST, 8.30 FEET;
THENCE SOUTH 19°00'19" WEST, 8.18 FEET;
THENCE SOUTH 13°11'38" WEST, 9.24 FEET;
THENCE SOUTH 00°12'57" WEST, 28.44 FEET;
THENCE SOUTH 70°28'27" WEST, 29.11 FEET;
THENCE SOUTH 20°09'39" WEST, 14.73 FEET;
THENCE SOUTH 29°57'21" WEST, 45.31 FEET;
THENCE SOUTH 30°24'28" WEST, 120.70 FEET;
THENCE SOUTH 51°37'12" EAST, 13.01 FEET;
THENCE SOUTH 42°02'56" WEST, 62.38 FEET;
THENCE SOUTH 35°17'24" WEST, 41.23 FEET;
THENCE SOUTH 17°49'24" WEST, 12.56 FEET TO INTERSECT THE SOUTHERLY LINE OF SAID PARCEL E AND THE TERMINUS OF THIS DESCRIBED LINE FROM WHICH THE MOST WESTERLY ANGLE POINT CORNER OF SAID PARCEL E BEARS NORTH 52°16'07" WEST, 28.68 FEET DISTANT.



DRAFT LOT LINE ADJUSTMENT DEED
SLIP 4 EARLY ACTION AREA

Recording Request By And
When Recorded Mail To

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

DEED

Reference #s of Documents Released or Assigned: None
Grantor: First South Properties LLC
Grantee: The City of Seattle, a municipal corporation of the State of
Washington
Legal Description (abbreviated): Por Par I, Sea LBA #3012125, KCR# _____
Assessor's Tax Parcel ID#: 2924049110

GRANTOR, **FIRST SOUTH PROPERTIES LLC**, a Washington limited liability company, hereby grants and conveys, without warranties, to GRANTEE, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, acting by, through, and under jurisdiction of Seattle Public Utilities, a City of Seattle department, the following described real estate in fee simple absolute:

THAT PORTION OF PARCEL E AS SHOWN AND DELINEATED ON LOT LINE ADJUSTMENT SURVEY UNDER RECORDING NUMBER 9212019002 BY DODDS ENGINEERS, INC. DATED NOVEMBER, 1992 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE MOST NORTHERLY POINT OF SAID PARCEL E;

SAID POINT BEING THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF EAST MARGINAL WAY SOUTH AND THE LINE OF THAT CERTAIN DRAINAGE EASEMENT DESCRIBED IN DOCUMENT RECORDED UNDER RECORDING KING COUNTY RECORDING NUMBER 5978003, AND THE ORIGINAL EASTERLY SUNDAY OF SLIP 4 OF THE DUWAMISH WATERWAY;



Dave Schuchardt
SPU SLIP 4 ICs ORD ATT 2
May 7, 2013
Version #1

THENSE SOUTH 09°26'45" WEST, ALONG SAID EASTERLY LINE AND SAID EASTERLY BOUNDARY, 70.36 FEET TO A POINT 125 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTHERLY LINE OF BLOCK 6, DUWAMISH INDUSTRIAL ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 21 OF PLATS, PAGE 65 RECORDS OF KING COUNTY, WASHINGTON;

THENCE NORTH 89°58'01" WEST, PARALLEL WITH SAID NORTH LINE, 23.97 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 11°34'46" EAST, 71.32 FEET;
THENCE SOUTH 10°54'56" WEST, 45.13 FEET;
THENCE SOUTH 06°26'14" WEST, 16.72 FEET;
THENCE SOUTH 09°58'02" WEST, 80.47 FEET;
THENCE SOUTH 00°25'51" WEST, 37.97 FEET;
THENCE SOUTH 26°27'10" EAST, 12.10 FEET;
THENCE SOUTH 04°33'09" WEST, 8.30 FEET;
THENCE SOUTH 19°00'19" WEST, 8.18 FEET;
THENCE SOUTH 13°11'38" WEST, 9.24 FEET;
THENCE SOUTH 00°12'57" WEST, 28.44 FEET;
THENCE NORTH 70°28'27" WEST, 29.11 FEET;
THENCE SOUTH 20°09'39" WEST, 14.73 FEET;
THENCE SOUTH 29°57'11" WEST, 45.31 FEET;
THENCE SOUTH 30°24'28" WEST, 120.70 FEET;
THENCE SOUTH 51°37'12" EAST, 13.01 FEET;
THENCE SOUTH 42°02'56" WEST, 62.38 FEET;
THENCE SOUTH 35°17'24" WEST, 41.23 FEET;
THENCE SOUTH 17°49'24" WEST, 12.56 FEET;
THENCE SOUTH 52°16'07" EAST, 5.43 FEET TO INTERSECT THE SOUTHERLY LINE OF SAID PARCEL E AND THE TERMINUS OF THIS DESCRIBED LINE FROM WHICH THE SOUTHWESTERLY ANGLE POINT CORNER OF SAID PARCEL E BEARS NORTH 52°16'07" WEST, 28.69 FEET DISTANT.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

To the extent allowed by law, Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, demands, loss or liability arising out of the negligence of Grantees.



LOT BOUNDARY ADJUSTMENT NUMBER 3019125

GRANTOR (OWNERS): CITY OF SEATTLE
700 5TH AVE, SUITE 2000
SEATTLE, WA 98124-4019

GRANTEE: CITY OF SEATTLE
KING COUNTY, WASHINGTON

CONTACT PERSON: DAVE A. ROBERTSON, P.L.S.
TRIAD ASSOCIATES, INC.
12112 115TH AVE, NE
KIRKLAND, WA 98034
425-821-8448 (OFFICE), 425-821-3481 (FAX)

POR SE 1/4 SEC 29 TWP 24 N RGE 4 E
BLOCKS SUBDIVISION VOL. PG.
LOTS (SECTION) (TOWNSHIP) (RANGE)

FOR COMPLETE LEGAL DESCRIPTIONS, SEE SHEET 2 OF 3
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT #
14 282404-9010 114 282404-9045

DECLARATION:

WE THE UNDERSIGNED, OWNER(S) IN FEE SIMPLE OF THE LAND HEREIN DESCRIBED DO HEREBY MAKE A LOT BOUNDARY ADJUSTMENT PURSUANT TO RCW 58.17.040(6) TO CORRECT THE SURVEY MAP TO BE MADE WITH THE FREEL CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE OWNER(S).

IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS.

CITY OF SEATTLE FIRST SOUTH PROPERTIES, LLC.

BY: _____ ITS: _____

ACKNOWLEDGMENTS:

STATE OF WASHINGTON }
COUNTY OF KING } SS

ON THIS DAY PERSONALLY APPEARED BEFORE ME _____ TO ME
KNOWN TO BE THE _____

INSTRUMENT, AND ACKNOWLEDGED SUCH INSTRUMENT TO BE THE FREEL CONSENT AND DEED OF SUCH PARTY, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT (HE/SHE) WAS DULY AUTHORIZED TO EXECUTE SUCH INSTRUMENT.

NOTARY PUBLIC
PRINTED NAME _____
RESIDING AT _____
MY COMMISSION EXPIRES _____

ACKNOWLEDGMENTS:

STATE OF WASHINGTON }
COUNTY OF KING } SS

ON THIS DAY PERSONALLY APPEARED BEFORE ME _____ TO ME
KNOWN TO BE THE _____

INSTRUMENT, AND ACKNOWLEDGED SUCH INSTRUMENT TO BE THE FREEL CONSENT AND DEED OF SUCH PARTY, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT (HE/SHE) WAS DULY AUTHORIZED TO EXECUTE SUCH INSTRUMENT.

NOTARY PUBLIC
PRINTED NAME _____
RESIDING AT _____
MY COMMISSION EXPIRES _____

APPROVAL:

CITY OF SEATTLE
DEPARTMENT OF PLANNING AND
DEVELOPMENT
DIANE SUGIMURA, DIRECTOR

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2007.

BY: _____ DIRECTOR, LAND USE DIVISION

(NOTE: APPROVAL OF THIS LOT BOUNDARY ADJUSTMENT BY THE DIRECTOR OF THE LAND USE DIVISION OF THE CITY OF SEATTLE IS NOT TO BE CONSTRUED AS SATISFACTION OF ANY OTHER APPLICABLE LEGISLATION OR REGULATIONS.)

KING COUNTY DEPARTMENT OF ASSESSMENTS:

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2007.

ASSESSOR

RECORDER'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 20____ AT _____ M
IN BOOK _____ OF SURVEYS, AT PAGE _____ AT THE REQUEST OF

MANAGER _____ SUPERINTENDENT OF RECORDS _____

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF CEDAR GROVE COMPOSTING, INC. IN MARCH, 2012.

CERT. NO. 21402

8/29/12



12112 115th Ave. NE
Kirkland, WA 98034-6923
425-821-8448
800-488-0756 toll free
www.triadassoc.com



POR NW 1/4, SE 1/4, SEC 29,
TWP 24 N., RGE 4 E., W.M.
KING COUNTY, WASHINGTON

DWN. BY	LMM	DATE	MARCH 12, 2012	JOB NO.	11-146
CHKD. BY	LEC	SCALE	N/A	SHEET	1 OF 3



NOTES:

SEE SUBDIVISION GUARANTEE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, ORDER NO. NCS-524708-WA-1 DATED: JANUARY 25, 2012 @ 7:30AM

AFFECTS PARCEL I:

- EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: RECORDING INFORMATION: OCTOBER 21, 1915 AS RECORDING NO. 1024005 IN FAVOR OF: PUGET SOUND TRACTION, LIGHT & POWER COMPANY, FOR: WATER LINES
- EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: RECORDING INFORMATION: MARCH 5, 1919 AS RECORDING NO. 1285755 IN FAVOR OF: PUGET SOUND TRACTION, LIGHT & POWER COMPANY FOR: WATER LINES
- EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: RECORDING INFORMATION: JULY 3, 1919 AS RECORDING NO. 1322741 IN FAVOR OF: J.E. MORRIS MILL COMPANY, INC. FOR: RAILROAD SPUR TRACK
- EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: RECORDING INFORMATION: MAY 17, 1922 S RECORDING NO. 1616919 IN FAVOR OF: ADJACENT PROPERTY OWNERS FOR: RAILROAD SPUR TRACK
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AGREEMENT" RECORDED JUNE 9, 1947 AS RECORDING NO. 3693954 OF OFFICIAL RECORDS.
- RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON SAID PREMISES FOR FRONTANELL STREET AS RESERVED IN ORDINANCE FILED DECEMBER 11, 1957 AS ORDINANCE NO. 86695.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "EASEMENT AGREEMENT" RECORDED JULY 25, 1963 AS RECORDING NO. 5614834 OF OFFICIAL RECORDS.
- EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: RECORDING INFORMATION: JULY 25, 1963 AS RECORDING NO. 5614835 IN FAVOR OF: ADJACENT PROPERTY OWNERS FOR: INGRESS AND EGRESS
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "BOUNDARY AGREEMENT" RECORDED JUNE 30, 1965 AS RECORDING NO. 5897454 OF OFFICIAL RECORDS.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "EASEMENT AND AGREEMENT" RECORDED JANUARY 18, 1966 AS RECORDING NO. 5978003 OF OFFICIAL RECORDS.
- RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON SAID PREMISES FOR SOUTH OTHELLO STREET AS RESERVED BY ORDINANCE FILED DECEMBER 9, 1966 AS 95351.
- RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES, EASEMENTS AND PROVISIONS, IF ANY, AS CONTAINED AND/OR DELINEATED ON THE FACE OF THE SURVEY RECORDED MARCH 14, 1989 AS RECORDING NO. 8903148006, IN KING COUNTY, WASHINGTON.
- DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED MARCH 21, 1989 AS RECORDING NO. 8903211073 OF OFFICIAL RECORDS.
- RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES, EASEMENTS AND PROVISIONS, IF ANY, AS CONTAINED AND/OR DELINEATED ON THE FACE OF THE BOUNDARY LINE ADJUSTMENT RECORDED DECEMBER 1, 1992 AS RECORDING NO. 9212019002, IN KING COUNTY, WASHINGTON.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "RELEASE OF DAMAGES" RECORDED DECEMBER 10, 1997 AS RECORDING NO. 912100227 OF OFFICIAL RECORDS.
- RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES, EASEMENTS AND PROVISIONS, IF ANY, AS CONTAINED AND/OR DELINEATED ON THE FACE OF THE BOUNDARY LINE ADJUSTMENT RECORDED OCTOBER 10, 1007 AS RECORDING NO. 2007010900018, IN KING COUNTY, WASHINGTON.
- COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS: RECORDED: OCTOBER 12, 2007 RECORDING NO. 20070102000592 DOCUMENT RE-RECORDED JUNE 4, 2008 AS RECORDING NO. 20080604000516 OF OFFICIAL RECORDS.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "LIMITED RELEASE AGREEMENT" RECORDED OCTOBER 12, 2007 AS RECORDING NO. 20070102000593 OF OFFICIAL RECORDS.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "LIMITED INDEMNITY AGREEMENT" RECORDED OCTOBER 12, 2007 AS RECORDING NO. 20070102000594 OF OFFICIAL RECORDS.

AFFECTS PARCEL II:

- RESERVATION OF UTILITIES IN VACATED STREET AREA AND THE RIGHT TO MAINTAIN THE SAME AS SET FORTH IN ORDINANCE NO. 70513 A COPY OF WHICH WAS FILED DECEMBER 28, 1940
- EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: RECORDING INFORMATION: MAY 17, 1954 AS RECORDING NO. 4447302 IN FAVOR OF: CITY OF SEATTLE FOR: RAILROAD SPUR AFFECTS: VACATED SOUTH WEBSTER STREET
- RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES, EASEMENTS AND PROVISIONS, IF ANY, AS CONTAINED AND/OR DELINEATED ON THE FACE OF THE BOUNDARY LINE ADJUSTMENT RECORDED DECEMBER 1, 1992 AS RECORDING NO. 9212019002, IN KING COUNTY, WASHINGTON.
- COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS: RECORDED: NOVEMBER 25, 1997 RECORDING NO.: 9711252184
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "GRADE RELEASE" RECORDED JANUARY 28, 2000 AS RECORDING NO. 20000128000132 OF OFFICIAL RECORDS.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "COVENANT GEOLOGIC HAZARD AREA" RECORDED DECEMBER 23, 2003 AS RECORDING NO. 20031223002209 OF OFFICIAL RECORDS.

AFFECTS PARCEL II: (CONTINUED)

- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "MEMORANDUM OF DRAINAGE CONTROL" RECORDED NOVEMBER 29, 2006 AS RECORDING NO. 20061128000246 OF OFFICIAL RECORDS.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "SIDE SEWER HOLD HARMLESS AND INDEMNIFICATION AGREEMENT" RECORDED NOVEMBER 29, 2006 AS RECORDING NO. 20061129000249 OF OFFICIAL RECORDS.

ORIGINAL LEGAL DESCRIPTION:

PARCEL I

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF EAST MARGINAL WAY SOUTH WITH THE NORTH MARGIN OF SOUTH WEBSTER STREET, AS PER PLAT OF ABRAM'S ADDITION ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 11 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON; THENCE NORTH 49°00'12" WEST ALONG SAID SOUTHWESTERLY MARGIN, 519.00 FEET; THENCE SOUTH 40°59'48" WEST 10.00 FEET; THENCE NORTH 49°00'12" WEST, PARALLEL WITH SAID SOUTHWESTERLY MARGIN, 75.00 FEET; THENCE NORTH 40°59'48" EAST 10.00 FEET TO SAID SOUTHWESTERLY MARGIN; THENCE NORTH 49°00'12" WEST ALONG SAID SOUTHWESTERLY MARGIN, 35.00 FEET; THENCE SOUTH 23°42'29" WEST 62.83 FEET; THENCE NORTH 49°00'12" WEST, PARALLEL WITH SAID SOUTHWESTERLY MARGIN, 98.66 FEET; THENCE NORTH 40°59'48" EAST 60.00 FEET TO SAID SOUTHWESTERLY MARGIN; THENCE NORTH 49°00'12" WEST, ALONG SAID SOUTHWESTERLY MARGIN, 128.68 FEET TO THE TRUE POINT OF BEGINNING OF THE HERIN DESCRIBED TRACT, SAID POINT BEING ON THE EASTERLY LINE OF THAT CERTAIN DRAINAGE EASEMENT DESCRIBED IN DOCUMENT RECORDED UNDER RECORDING NUMBER 5978003, RECORDS OF SAID COUNTY, AND ON THE ORIGINAL EASTERLY BOUNDARY OF SLIP NO. 4 OF THE DUWAMISH WATERWAY; THENCE SOUTH 09°26'45" WEST, ALONG SAID EASTERLY LINE AND SAID EASTERLY BOUNDARY, 70.36 FEET TO A POINT 125.00 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTHERLY LINE OF BLOCK 6, DUWAMISH INDUSTRIAL ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 21 OF PLATS, PAGE 65, RECORDS OF SAID COUNTY; THENCE NORTH 89°58'01" WEST, PARALLEL WITH SAID NORTH LINE, 48.12 FEET; THENCE SOUTH 18°28'38" EAST 47.31 FEET; THENCE SOUTH 02°23'55" EAST 29.58 FEET; THENCE SOUTH 12°22'45" WEST 168.00 FEET; THENCE SOUTH 51°58'02" EAST 43.09 FEET; THENCE SOUTH 35°07'32" WEST 7.84 FEET; THENCE NORTH 54°42'31" WEST 11.64 FEET; THENCE SOUTH 20°09'12" WEST 55.01 FEET; THENCE SOUTH 29°57'21" WEST 45.31 FEET; THENCE SOUTH 30°24'28" WEST 127.33 FEET; THENCE SOUTH 60°58'33" WEST 34.73 FEET; THENCE SOUTH 42°24'48" WEST 45.22 FEET; THENCE SOUTH 33°42'36" WEST 31.87 FEET; THENCE NORTH 52°16'07" WEST 73.55 FEET TO THE REVISED MEDIAN LINE OF SLIP NO. 4 OF THE DUWAMISH WATERWAY; THENCE CONTINUING NORTH 52°16'07" WEST 137.48 FEET; THENCE NORTH 22°08'48" EAST 441.07 FEET; THENCE NORTH 67°53'12" WEST 19.55 FEET TO INTERSECT THE CENTERLINE OF A CURVE TO THE LEFT HAVING A RADIUS OF 214.68 FEET, THE CENTER OF WHICH BEARS NORTH 83°21'29" WEST; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 5°09'46" AN ARC DISTANCE OF 193.64 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 504.80 FEET THROUGH AN ARC OF 194°33'38" ARC DISTANCE OF 604.05 FEET TO THE SOUTHWESTERLY MARGIN OF EAST MARGINAL WAY; THENCE SOUTH 49°00'12" EAST, ALONG SAID SOUTHWESTERLY MARGIN, 350.37 FEET TO THE TRUE POINT OF BEGINNING;

(ALSO KNOWN AS PARCEL B, CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3005372, RECORDED OCTOBER 10, 2007 AS RECORDING NO. 2007010900018, IN KING COUNTY, WASHINGTON.)

PARCEL II

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF EAST MARGINAL WAY SOUTH WITH THE NORTH MARGIN OF SOUTH WEBSTER STREET, OF ABRAM'S ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 30, IN KING COUNTY, WASHINGTON; THENCE NORTH 49°00'12" WEST ALONG SAID SOUTHWESTERLY MARGIN, 519.00 FEET; THENCE SOUTH 40°59'48" WEST 10.00 FEET; THENCE NORTH 49°00'12" WEST, PARALLEL WITH SAID SOUTHWESTERLY MARGIN, 75.00 FEET; THENCE NORTH 40°59'48" EAST 10.00 FEET TO SAID SOUTHWESTERLY MARGIN; THENCE NORTH 49°00'12" WEST, ALONG SAID SOUTHWESTERLY MARGIN, 35.00 FEET; THENCE SOUTH 23°42'29" WEST 62.83 FEET; THENCE NORTH 49°00'12" WEST, PARALLEL WITH SAID SOUTHWESTERLY MARGIN, 98.66 FEET; THENCE NORTH 40°59'48" EAST 60.00 FEET TO SAID SOUTHWESTERLY MARGIN; THENCE NORTH 49°00'12" WEST ALONG SAID SOUTHWESTERLY MARGIN, 128.68 FEET TO THE POINT ON THE EASTERLY LINE OF THAT CERTAIN DRAINAGE EASEMENT DESCRIBED IN DOCUMENT RECORDED UNDER RECORDING NUMBER 5978003, RECORDS OF SAID COUNTY AND ON THE ORIGINAL EASTERLY BOUNDARY OF SLIP NUMBER 4 OF THE DUWAMISH WATERWAY; THENCE SOUTH 09°26'45" WEST, ALONG SAID EASTERLY LINE AND SAID EASTERLY BOUNDARY, 70.36 FEET TO A POINT 125.00 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF BLOCK 6 OF DUWAMISH INDUSTRIAL ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 21 OF PLATS, PAGE 65, IN KING COUNTY, WASHINGTON; THENCE NORTH 89°58'01" WEST PARALLEL WITH SAID NORTH LINE, 48.12 FEET; THENCE SOUTH 18°28'38" EAST 47.31 FEET; THENCE SOUTH 02°23'55" EAST 29.58 FEET; THENCE SOUTH 12°22'45" WEST 168.00 FEET; THENCE SOUTH 51°58'02" EAST 43.09 FEET; THENCE SOUTH 35°07'32" WEST 7.84 FEET; THENCE NORTH 54°42'31" WEST 11.64 FEET; THENCE SOUTH 20°09'12" WEST 55.01 FEET; THENCE SOUTH 29°57'21" WEST 45.31 FEET; THENCE SOUTH 30°24'28" WEST 127.33 FEET; THENCE SOUTH 60°58'33" WEST 34.73 FEET; THENCE SOUTH 42°24'48" WEST 45.22 FEET; THENCE SOUTH 33°42'36" WEST 31.87 FEET; THENCE NORTH 52°16'07" EAST 34.10 FEET TO A POINT ON THE ORIGINAL EASTERLY BOUNDARY OF SLIP NUMBER 4 OF THE DUWAMISH WATERWAY; THENCE SOUTH 89°22'57" EAST ALONG THE SOUTH LINE OF LOT 7, BLOCK 43, RIVER PARK ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 41, IN KING COUNTY, WASHINGTON, AND ITS WESTERLY PROLONGATION, 200.59 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTH 00°32'53" EAST ALONG THE EAST LINE OF SAID LOT 7 AND THE WEST LINE OF BLOCK 5 OF SAID ABRAM'S ADDITION, 68.16 FEET TO THE SOUTH MARGIN OF SAID SOUTH WEBSTER STREET; THENCE SOUTH 89°22'57" EAST ALONG SAID SOUTH MARGIN, 276.00 FEET TO A POINT 104.00 FEET WEST OF, WHEN MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF 12TH AVENUE SOUTH TO THE NORTHWEST CORNER OF LOT 5, BLOCK 5, ABRAM'S ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 30, IN KING COUNTY, WASHINGTON; THENCE NORTH 00°32'53" EAST, PARALLEL WITH SAID CENTERLINE 24.00 FEET TO THE NORTH MARGIN OF SAID SOUTH WEBSTER STREET; THENCE SOUTH 89°22'57" EAST ALONG SAID NORTH MARGIN, 371.98 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

(ALSO KNOWN AS PARCEL E ON LOT LINE ADJUSTMENT NUMBER 89003, RECORDED UNDER RECORDING NUMBER 9212019002.)

REVISED LEGAL DESCRIPTION:

PARCEL I

PARCEL B, CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3005372, RECORDED UNDER KING COUNTY RECORDING NO. 2007010900018;

TOGETHER WITH THAT PORTION OF PARCEL E AS SHOWN AND DELINEATED ON LOT LINE ADJUSTMENT SURVEY UNDER RECORDING NUMBER 9212019002 BY DODDS ENGINEERS, INC. DATED NOVEMBER, 1992 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE MOST NORTHERLY POINT OF SAID PARCEL E;

SAID POINT BEING THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF EAST MARGINAL WAY SOUTH AND THE LINE OF THAT CERTAIN DRAINAGE EASEMENT DESCRIBED IN DOCUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 5978003, AND THE ORIGINAL EASTERLY BOUNDARY OF SLIP 4 OF THE DUWAMISH WATERWAY;

THENCE SOUTH 09°26'45" WEST, ALONG SAID EASTERLY LINE AND SAID EASTERLY BOUNDARY, 70.36 FEET TO A POINT 125 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTHERLY LINE OF BLOCK 6, DUWAMISH INDUSTRIAL ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 21 OF PLATS, PAGE 65 RECORDS OF KING COUNTY, WASHINGTON;

THENCE NORTH 89°58'01" WEST, PARALLEL WITH SAID NORTH LINE, 23.97 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 11°34'46" EAST, 71.32 FEET;
 THENCE SOUTH 10°54'56" WEST, 45.13 FEET;
 THENCE SOUTH 08°26'14" WEST, 16.72 FEET;
 THENCE SOUTH 09°58'02" WEST, 80.47 FEET;
 THENCE SOUTH 00°25'51" WEST, 37.97 FEET;
 THENCE SOUTH 26°27'10" EAST, 12.10 FEET;
 THENCE SOUTH 04°33'09" WEST, 8.30 FEET;
 THENCE SOUTH 19°00'19" WEST, 8.18 FEET;
 THENCE SOUTH 13°11'38" WEST, 8.24 FEET;
 THENCE SOUTH 00°12'57" WEST, 28.44 FEET;
 THENCE NORTH 70°28'27" WEST, 29.11 FEET;
 THENCE SOUTH 20°09'39" WEST, 14.73 FEET;
 THENCE SOUTH 29°57'21" WEST, 45.31 FEET;
 THENCE SOUTH 30°24'28" WEST, 120.70 FEET;
 THENCE SOUTH 51°37'12" EAST, 13.01 FEET;
 THENCE SOUTH 42°02'56" WEST, 62.38 FEET;
 THENCE SOUTH 35°17'24" WEST, 41.23 FEET;
 THENCE SOUTH 17°49'24" WEST, 12.58 FEET TO INTERSECT THE SOUTHERLY LINE OF SAID PARCEL E AND THE TERMINUS OF THIS DESCRIBED LINE FROM WHICH THE MOST WESTERLY ANGLE POINT CORNER OF SAID PARCEL E BEARS NORTH 52°16'07" WEST, 28.68 FEET DISTANT.

PARCEL II

PARCEL E AS SHOWN AND DELINEATED ON THE LOT LINE ADJUSTMENT NUMBER 89003, RECORDED UNDER RECORDING NUMBER 9212019002 BY DODDS ENGINEERS, INC. DATED NOVEMBER, 1992;

EXCEPT THAT PORTION OF SAID PARCEL E LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE MOST NORTHERLY POINT OF SAID PARCEL E;

SAID POINT BEING THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF EAST MARGINAL WAY SOUTH AND THE LINE OF THAT CERTAIN DRAINAGE EASEMENT DESCRIBED IN DOCUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 5978003, AND THE ORIGINAL EASTERLY BOUNDARY OF SLIP 4 OF THE DUWAMISH WATERWAY;

THENCE SOUTH 09°26'45" WEST, ALONG SAID EASTERLY LINE AND SAID EASTERLY BOUNDARY, 70.36 FEET TO A POINT 125 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTHERLY LINE OF BLOCK 6, DUWAMISH INDUSTRIAL ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 21 OF PLATS, PAGE 65 RECORDS OF KING COUNTY, WASHINGTON;

THENCE NORTH 89°58'01" WEST, PARALLEL WITH SAID NORTH LINE, 23.97 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 11°34'46" EAST, 71.32 FEET;
 THENCE SOUTH 10°54'56" WEST, 45.13 FEET;
 THENCE SOUTH 08°26'14" WEST, 16.72 FEET;
 THENCE SOUTH 09°58'02" WEST, 80.47 FEET;
 THENCE SOUTH 00°25'51" WEST, 37.97 FEET;
 THENCE SOUTH 26°27'10" EAST, 12.10 FEET;
 THENCE SOUTH 04°33'09" WEST, 8.30 FEET;
 THENCE SOUTH 19°00'19" WEST, 8.18 FEET;
 THENCE SOUTH 13°11'38" WEST, 8.24 FEET;
 THENCE SOUTH 00°12'57" WEST, 28.44 FEET;
 THENCE NORTH 70°28'27" WEST, 29.11 FEET;
 THENCE SOUTH 20°09'39" WEST, 14.73 FEET;
 THENCE SOUTH 29°57'21" WEST, 45.31 FEET;
 THENCE SOUTH 30°24'28" WEST, 120.70 FEET;
 THENCE SOUTH 51°37'12" EAST, 13.01 FEET;
 THENCE SOUTH 42°02'56" WEST, 62.38 FEET;
 THENCE SOUTH 35°17'24" WEST, 41.23 FEET;
 THENCE SOUTH 17°49'24" WEST, 12.58 FEET TO INTERSECT THE SOUTHERLY LINE OF SAID PARCEL E AND THE TERMINUS OF THIS DESCRIBED LINE FROM WHICH THE MOST WESTERLY ANGLE POINT CORNER OF SAID PARCEL E BEARS NORTH 52°16'07" WEST, 28.68 FEET DISTANT.

REVIEWS:

- REVISED LEGAL DESCRIPTIONS AUGUST 28, 2012

8/29/12

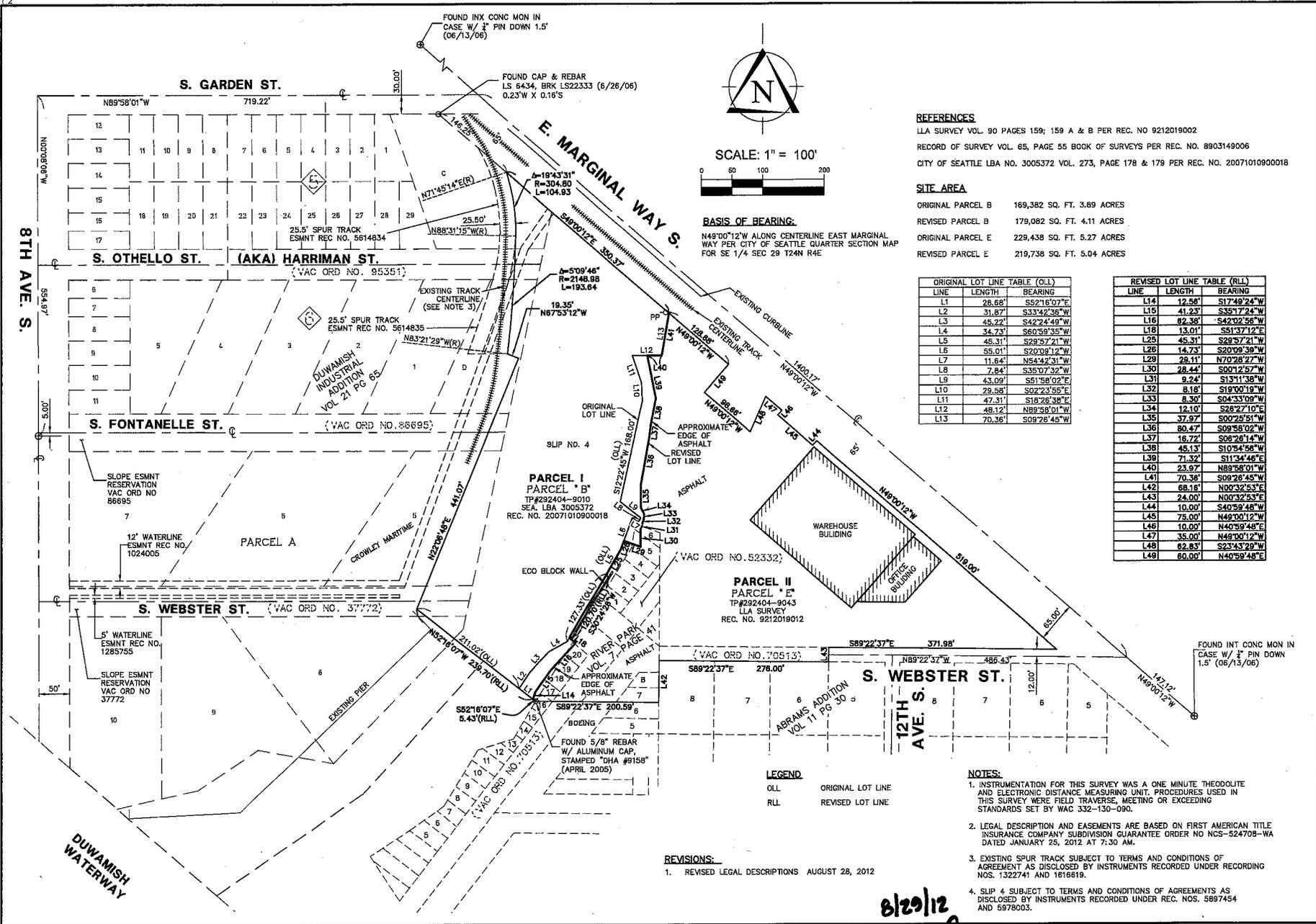


12112 115th Ave. NE
 Kirkland, WA 98034-6923
 425.821.8448
 425.821.3481 fax
 800.488.0756 toll free
 www.triadassoc.com



POR NW 1/4, SE 1/4, SEC 29,
 TWP 24 N., RGE 4 E, W.M.
 KING COUNTY, WASHINGTON

DWN. BY	LMM	DATE	MARCH 12, 2012	JOB NO.	11-146
CHKD. BY	LEC	SCALE	N/A	SHEET	2 OF 3



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POR NW 1/4, SE 1/4, SEC 29,
 TWP 24 N., RGE 4 E, W.M.
 KING COUNTY, WASHINGTON

DWN. BY	KBR	DATE	MARCH 12, 2012	JOB NO.	11-146
CHKD. BY	LEC	SCALE	1"=100'	SHEET	3 OF 3

ATTACHMENT 3

Dave Schuchardt
SPU SLIP 4 ICs ORD ATT 3
May 7, 2013
Version #1

DRAFT OUTFALL EASEMENT
SLIP 4 EARLY ACTION AREA

DRAFT 3/19/2013

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

STORM WATER DRAINAGE OUTFALL EASEMENT AGREEMENT

Reference Nos. of Document Released:	None
Grantor:	City of Seattle
Grantee:	First South Properties L.L.C.
Legal Description (abbreviated):	Por Par I, Sea LBA#3013125,KCR#
Assessor's Tax Parcel ID No.	<u>292404-9110</u>

This Agreement is made effective as of the ____ day of _____, 2013 by and between City of Seattle, a Washington municipal corporation, acting by and through Seattle Public Utilities ("Grantor"), and First South Properties L.L.C., a limited liability company of the State of Washington ("Grantee").

RECITALS

WHEREAS, Grantor owns King County, WA Assessor Tax Parcel Number 292404-9110, more specifically described as Parcel I, SEA. LBA #3013125, King County REC. NO. _____ ("Grantor's Property"); and

WHEREAS, Grantee owns a private storm water outfall pipeline existing on, under, across, and through a portion of Grantor's Property (the "Grantee's Private Outfall Facility"); and



DRAFT OUTFALL EASEMENT SLIP 4 EARLY ACTION AREA

WHEREAS, a CERCLA removal action (hereafter "Removal Action") was conducted at the Property by the Grantor under an Agreed Order on Consent with the U.S. Environmental Protection Agency, dated 9/28/2006 ("AOC"), The Removal Action conducted at the property is described in the following documents:

USEPA. 2006. Action Memorandum for a Non-Time-Critical Removal Action at the Slip 4 Early Action Area of the Lower Duwamish Waterway Superfund Site, Seattle, Washington. U.S. Environmental Protection Agency, Region 10, Seattle, WA. May 3.

Integral. 2006. Lower Duwamish Waterway Slip 4 Early Action Area: Slip 4 Engineering Evaluation/Cost Analysis. Prepared for City of Seattle and King County, WA. Integral Consulting Inc., Mercer Island, WA.

Integral. 2010. Lower Duwamish Waterway Slip 4 Early Action Area: 100% Design Submittal, Design Analysis Report. Prepared for City of Seattle and King County. Integral Consulting Inc., Seattle, WA.

Integral. 2012. Lower Duwamish Waterway Slip 4 Early Action Area: Draft Removal Action Completion Report. Prepared for City of Seattle and King County. Integral Consulting Inc., Seattle, WA. (Draft submitted to EPA April 23, 2012. Approval pending.)

WHEREAS,
Sediments and soils containing materials exceeding CERCLA/MTCA cleanup standards may be present in the easement area and are contained beneath an engineered cap (Cap); and the physical integrity of the cap must be maintained; and

WHEREAS,
The Cap is subject to a restrictive covenant which contains specific provisions for protection of the Cap;

NOW, THEREFORE, the parties agree as follows:

EASEMENT

In consideration of the public good, mutual benefits and other good and valuable consideration, receipt of which are hereby acknowledged, Grantor, insofar as it has rights, title and interest, or herein after acquires rights, title or interest in Grantor's Property hereby conveys and grants to Grantee a nonexclusive storm water drainage outfall facility easement (the "Easement") over, under, through, across and upon Grantor's Property legally described in Exhibit A (the "Easement Area"), attached hereto and incorporated herein.

This Easement shall include only such rights in the Easement Area as shall be necessary for operation, inspection, maintenance, repair and replacement of Grantee's Private



DRAFT OUTFALL EASEMENT SLIP 4 EARLY ACTION AREA

Outfall Facility, and reasonable access thereto (the "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.

EASEMENT TERMS

1. Grantee acknowledges that it hereby is placed on notice that the Easement herein conveyed is located on a site that has been placed by the United States Environmental Protection Agency on the National Priorities list of "Superfund" sites and by the State of Washington on its list of hazardous sites.
2. Grantee shall at all times exercise its rights under this easement in accordance with applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee accepts the Easement Area in its present physical condition, AS IS. Grantee does hereby release, indemnify and promise to defend and save harmless Grantor from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by Grantor in connection therewith, arising directly or indirectly on account of or out of the exercise by Grantee, its servants, agents, employees and contractors of the right granted in the easement or Grantee's obligations hereunder.
3. In the event of violation of the terms of his Easement, Grantor shall be entitled to all remedies at law or in equity, including without limitation bringing an action for injunctive relief or specific performance, it being recognized that monetary damages may not provide an adequate remedy to Grantor.
4. The Grantee hereby agrees that in exercising its rights under this Easement, it will not alter, modify, or disturb the Cap without written permission from the Grantor and EPA Region 10 ("EPA") and the Washington State Department of Ecology ("Ecology"), and will restore the Easement Area to its pre-existing condition following the disturbance or removal of any debris, soil sediment, or other particles from the Easement Area. Grantee further consents to Grantor allowing access to the Easement Area, for the sole purpose of inspections or/ maintenance of the Cap, by EPA, The Washington Department of Ecology, and their authorized employees, representative, and contractors. Grantee further consents to Grantor allowing access to the Easement Area by the Respondents to the AOC and their representatives and contractors, as is reasonable and necessary to fulfill the obligations of the Respondents under the ASAOC.
5. Any activity on the Easement Area by the Grantee that may result in the release or exposure to the environment of the contaminated sediment that was contained as



DRAFT OUTFALL EASEMENT SLIP 4 EARLY ACTION AREA

part of the Removal Action, or create a new exposure pathway, is prohibited, unless the specific activity is approved in writing by EPA and Ecology.

6. Any activity on the Easement Area by the Grantee that may interfere with the long-term integrity of the Removal Action and continued protection of human health and the environment is prohibited.
7. Any activity on the Easement Area by the Grantee that may result in the release or exposure to the environment of a hazardous substance that remains on the Easement Area as part of the Removal Action, or create a new exposure pathway, is prohibited.
8. The Grantee must give thirty (30) day advance written notice to EPA, Ecology and the Grantor of the Grantees' intent to convey any interest in the Easement Area.
9. The Grantees' use of the Easement Area is restricted to uses and activities consistent with the terms of this Easement.
10. The Grantee must notify and obtain approval from EPA, Ecology and the Grantor prior to any use of the Easement Area that is inconsistent with the terms of this Easement.
11. The Grantee shall allow authorized representatives of EPA, Ecology and the Grantor or the Grantor's designees the right to enter the Easement Area at reasonable times for the purpose of inspecting/evaluating the Removal Action.
12. This Easement shall be a covenant running with the land, and shall bind Grantor's successors and assigns and all future owners of the real property affected by this easement.
13. In the event of violation of the terms of in this Easement, Grantor shall be entitled to all remedies at law or in equity, including without limitation bringing an action for injunctive relief or specific performance, it being recognized that monetary damages may not provide an adequate remedy to Grantor.

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 or omissions of the indemnifying party. Each party agrees that its obligations under this indemnity 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



DRAFT OUTFALL EASEMENT SLIP 4 EARLY ACTION AREA

party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event of any claims, demands, actions or lawsuits, the indemnifying party upon prompt notice from the other party shall assume all costs of defense thereof, including legal fees incurred by the other party, and of all resulting judgments that may be obtained against the other party. The prevailing party shall be entitled to recover its reasonable costs and expenses (including reasonable attorneys' fees) incurred to enforce the provisions of this section.

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.

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)]*



DRAFT OUTFALL EASEMENT
SLIP 4 EARLY ACTION AREA

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

A STRIP OF LAND TWELVE (12) FEET IN WIDTH, LOCATED IN THAT PORTION OF PARCEL I, CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3013125, RECORDED UNDER KING COUNTY, WASHINGTON, RECORDING NO. _____; AND LYING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF PARCEL I CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3013125 AND THE SOUTHWESTERLY MARGIN OF EAST MARGINAL WAY SOUTH;

THENCE SOUTH 09°26'45" WEST, ALONG SAID EAST LINE, 70.36 FEET TO A POINT 125 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTHERLY LINE OF BLOCK 6, DUWAMISH INDUSTRIAL ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 21 OF PLATS, PAGE 65 RECORDS OF KING COUNTY, WASHINGTON;

THENCE NORTH 89°58'01" WEST, PARALLEL WITH SAID NORTH LINE, 23.97 FEET;

THENCE SOUTH 11°34'46" EAST, 71.32 FEET;

THENCE SOUTH 10°54'56" WEST, 45.13 FEET;

THENCE SOUTH 06°26'14" WEST, 16.72 FEET;

THENCE SOUTH 09°58'02" WEST, 27.26 FEET TO A POINT ON THE CENTERLINE OF A 10-INCH DIAMETER POLYVINYL CHLORIDE PIPE AND THE TRUE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE NORTH 77°01'35" WEST, 21.44 FEET TO A POINT AT THE TERMINUS OF SAID PIPE;

THENCE CONTINUING NORTH 77°01'35" WEST, 10.00 FEET MORE OF LESS ALONG THE TRAJECTORY OF SAID PIPE TO THE ORIGINAL EASTERLY BOUNDARY OF SLIP 4 OF THE DUWAMISH WATERWAY AND TERMINUS OF SAID CENTERLINE.

CONTAINING APPROXIMATELY 377.5 SQ FT +/-



Dave Schuchardt

SPU SLIP 4 ICs ORD ATT 3

May 7, 2013

Version #1

**1ST SOUTH PROPERTIES OUTFALL EASEMENT
@ SLIP 4 OF THE DUWAMISH WATERWAY**

**TRIAD JOB NO. 11-146
MARCH 04, 2013**

A STRIP OF LAND TWELVE (12) FEET IN WIDTH, LOCATED IN THAT PORTION OF PARCEL I, CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NO.3013125, RECORDED UNDER KING COUNTY, WASHINGTON, RECORDING NO. _____; AND LYING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

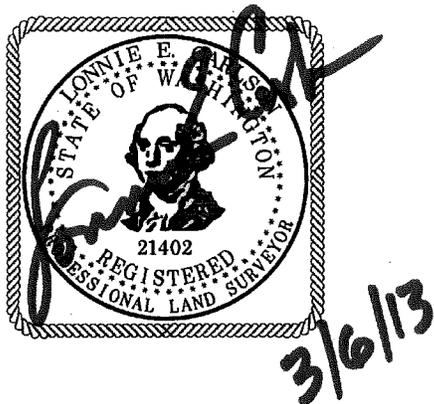
COMMENCING AT THE INTERSECTION OF THE EAST LINE OF PARCEL I CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3013125 AND THE SOUTHWESTERLY MARGIN OF EAST MARGINAL WAY SOUTH;

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THENCE CONTINUING NORTH 77°01'35" WEST, 10.00 FEET MORE OR LESS ALONG THE TRAJECTORY OF SAID PIPE TO THE ORIGINAL EASTERLY BOUNDARY OF SLIP 4 OF THE DUWAMISH WATERWAY AND TERMINUS OF SAID CENTERLINE.

CONTAINING APPRXIMATELY 377.5 SQ FT +/-

WRITTEN BY: KBR
CHECKED BY: LEC



12112 115th Avenue NE Kirkland, Washington 98034-9623
425.821.8448 · 800.488.0756 · Fax 425.821.3481
www.triadassociates.net

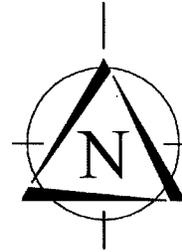
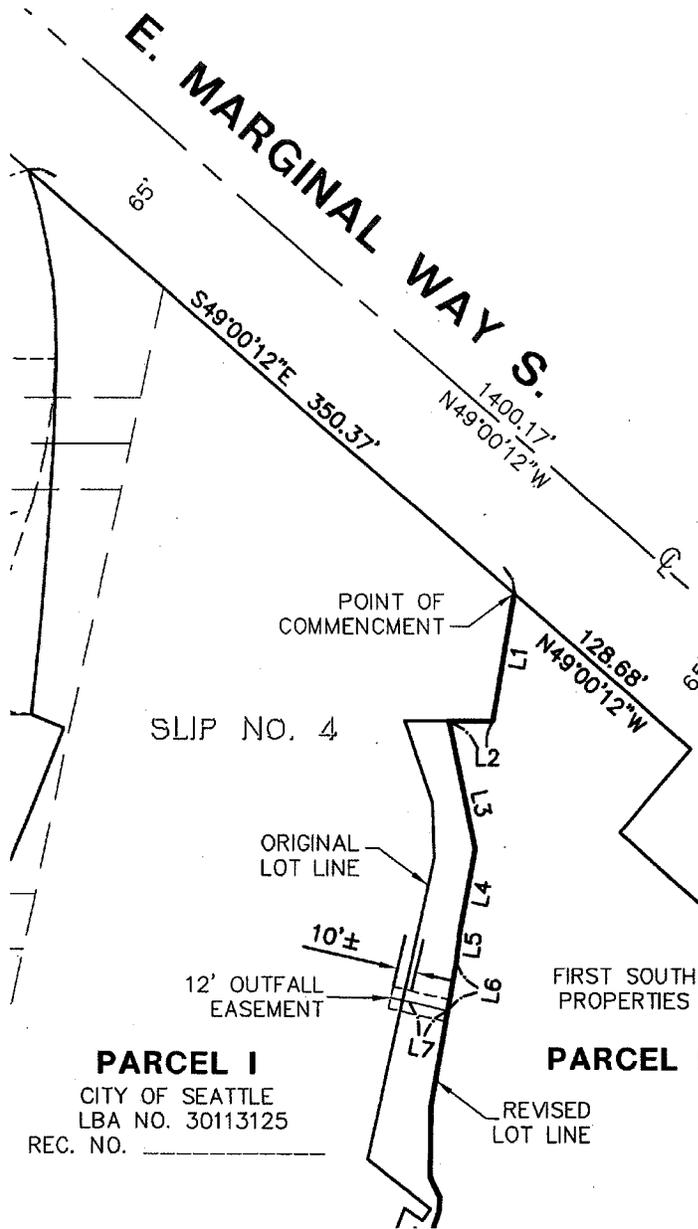
Land Development Consultants



Dave Schuchardt
 SPU SLIP 4 ICs ORD ATT 3
 May 7, 2013
 Version #1

1ST SOUTH PROPERTIES OUTFALL EASEMENT
 @ SLIP 4 OF THE DUWAMISH WATERWAY

TRIAD JOB NO. 11-146
 MARCH 04, 2013



SCALE: 1" = 100'

LINE TABLE		
LINE	LENGTH	BEARING
L1	70.36'	S09°26'45"W
L2	23.97'	N89°58'01"W
L3	71.32'	S11°34'46"E
L4	45.13'	S10°54'56"W
L5	16.72'	S06°26'14"W
L6	27.26'	S09°58'02"W
L7	21.44'	N77°01'35"W



3/6/13

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.



12112 115th Avenue N.E. Kirkland, Washington 98034-6929
 425.821.8448 - 800.488.0756 - Fax 425.821.3481
 www.triadassociates.net

11146 13-0304 1ST S PROPERTY OUTFALL LEGAL.dwg

Land Development Consultants



MEMORANDUM

To: Rear Admiral Keith Taylor Coast Guard District Commander

From: Karen Keeley, U.S. Environmental Protection Agency Region 10

Cc: Allison Crowley, City of Seattle; David Schuchardt, City of Seattle; Reid Carscadden, Integral Consulting, Inc.

Date: February, 2013

Subject: Request for Establishment of Regulated Navigation Area; Slip 4 Early Action Area, Lower Duwamish Waterway Superfund Site, Seattle, Washington

This memorandum is to request the establishment of a regulated navigation area (RNA) within a portion of the Lower Duwamish Waterway in Seattle, Washington. Specifically, the RNA will protect the riverbed in the U.S. Environmental Protection Agency (EPA)'s Slip 4 Early Action Area (EAA), located within the Lower Duwamish Waterway (LDW) Superfund Site (EPA ID No. WA0002329803). This RNA will prohibit activities that would disturb the riverbed, such as vessel grounding, anchoring, dragging, trawling, spudding or other activities that could disrupt the integrity of the engineered sediment and slope caps that have been placed within the Slip 4 EAA to isolate underlying contaminated sediments. It will not affect transit or navigation of the area. The remainder of this memo provides background for this request, the purpose of this request, and information required for proposing RNAs per the Code of Federal Registration (CFR) Title 33, Part 165.

Background and Purpose

The LDW was added to the EPA's National Priorities List (Superfund) in September 2001 because of hazardous substance contamination in sediments. Slip 4 was subsequently identified by EPA and the Washington Department of Ecology (Ecology) as an EAA within the LDW, based primarily on elevated concentrations of polychlorinated biphenyls (PCBs). Slip 4 EAA cleanup activities were conducted pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), under EPA's non-time-critical removal action (NTCRA) authority. In May 2006, EPA issued an Action Memorandum containing its removal action decision for the Slip 4 EAA. The Slip 4 EAA removal action was conducted by the City of Seattle (City) under an administrative settlement agreement and order on consent (ASAOC), CERCLA Docket No. 10-2006-0364.

The selected removal action required dredging, excavation, and offsite disposal of 17,202 tons of contaminated sediment, shoreline soil, and creosote-treated timber piles and other



debris, and placement of engineered sediment and slope caps throughout the EAA (approximately 3.43 acres) to isolate residual sediment contamination within the EAA. In addition, the removal action included demolition and removal/recycling of a portion of an aging concrete pier and supporting piling on the northwest bank of the slip, and creation of two intertidal beach areas and other shallow-water areas to improve habitat conditions in the slip. Construction activities were initiated in October 2011, and were completed in February 2012. A Removal Action Completion Report documenting the cleanup activities was completed and approved by EPA in July 2012.

Required Information

Specific details, as requested in CFR Title 33 Part 165.5, related to this request are provided below.

1. Name of person submitting the request:

Karen Keeley, Project Manager, U.S. Environmental Protection Agency Region 10, Seattle, Washington.

2. The location and boundaries of the RNA:

All waters within the northern portion of Slip 4 bounded by the shoreline and the southern boundary of the EAA defined as the line beginning at a point on the shore at 47° 32' 8.47" N, 122° 19' 12.00" W, thence southeast to 47° 32' 7.64" N, 122° 19' 10.41" W, thence southwest to 47° 32' 7.59" N, 122° 19' 10.48" W, thence southeast to a point on the shoreline at 47° 32' 6.79" N, 122° 19' 9.31" W (Datum: NAD 1983/91). The location of the proposed RNA is shown on Figure 1 (attached).

3. Date, Time, and Duration that the RNA should be established:

The RNA should be established as soon as possible and last in perpetuity, or until otherwise approved by EPA.

4. Description of the activities planned for the RNA:

With conditions noted in the following paragraph, this proposed RNA is not intended to affect transit or navigation within the area, nor is it intended to conflict with the Suquamish or Muckleshoot tribal treaty fishing rights and the tribes are not restricted from any type of fishing in the described area.

Dave Schuchardt

SPU SLIP 4 ICs ORD ATT 4

May 7, 2013

Version #1

Slip 4 RNA

February, 2013

Page 3 of 3

5. Nature of the restrictions desired:

This RNA is intended to prohibit all vessels and persons from activities that would disturb the riverbed, such as vessel grounding, anchoring, dragging, trawling, spudding, or other activities that involve disrupting the integrity of the sediment and slope caps installed in the designated RNA. Vessels may otherwise transit or navigate within this area without reservation. The proposed restrictions do not apply to vessels or persons engaged in activities associated with the Slip 4 EAA NTCRA.

6. Reason why the restrictions are desired:

This requested RNA is needed to comply with the long-term operations, monitoring, and maintenance requirements for the sediment and slope caps constructed within the Slip 4 EAA NTCRA. Pursuant to the ASAOC, the City of Seattle is required by EPA to maintain the structural integrity of the capped areas in perpetuity.

Upon review of this request, please provide EPA with an estimated schedule for the rule-making process to establish the RNA. If you need additional information, please contact Karen Keeley at (206) 553-2141 or via email at keeley.karen@epa.gov.



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle Public Utilities	Dave Schuchardt/5-1642	Craig Stampher/4-0535

Legislation Title: AN ORDINANCE authorizing Seattle Public Utilities to establish institutional controls relating to the long-term protection of the environmental remediation of Slip 4 of the Lower Duwamish Waterway consisting of development and execution of an environmental covenant with U.S. Environmental Protection Agency that will place restrictions on City of Seattle real property; negotiate and execute a lot line adjustment with 1st South Properties, L.L.C.; negotiate and execute a nonexclusive storm water drainage outfall facility easement with 1st South Properties, L.L.C.; and pursue and establish a permanent Regulated Navigation Area within Slip 4 through coordination with the U.S. Department of Homeland Security.

Summary of the Legislation: This legislation helps implement institutional controls for the City's cleanup of contaminated sediment in Slip 4 of the Lower Duwamish Waterway (LDW) Superfund Site. Institutional controls are non-engineering measures intended to ensure the integrity and protectiveness of an environmental cleanup (remedy) where contaminated material remains at the site after active cleanup is finished. These institutional controls will help manage human activities by preventing or reducing exposure to contaminated sediments located beneath the protective cap placed in Slip 4 in late 2011 and early 2012.

Background: Slip 4 is a 6.4-acre navigable inlet on the LDW in Seattle, King County, Washington, and is located three miles upstream from the confluence of the LDW with Elliott Bay. Approximately 3.5 acres of sediment within Slip 4 is contaminated with polychlorinated biphenyls (PCBs) along with metals, organic compounds, and petroleum products. Due to this contamination, Slip 4 is one of five priority Early Action Areas (EAAs) within the 5.5-mile long LDW Superfund Site.

Consistent with agreements with King County and administrative orders with the U.S. Environmental Protection Agency (EPA), the City managed the Slip 4 remedy construction, which was completed on February 7, 2012. Construction included dredging and offsite disposal of contaminated nearshore soil, sediment, and debris; placing capping materials; demolishing a large pier structure; and habitat improvements along the riverbank and intertidal areas. A significant portion of the upland and aquatic areas that underwent remediation in Slip 4 is owned by the City of Seattle and managed by SPU. The EPA order also requires the City to implement institutional controls at Slip 4 because some hazardous substances would remain on site at levels that do not allow unrestricted use.



Institutional controls for Slip 4 include:

1. Executing an environmental covenant with EPA that will place restrictions on City property within the Slip 4 EAA to protect human health and the environment and insure the integrity of the Slip 4 remedy, and
2. Establishing a permanent regulated navigation area within the Slip 4 EAA to prohibit activities that would disturb the riverbed (this will not affect transit or navigation of the area).

In addition, a lot-line adjustment along the boundary of City property in Slip 4 and an adjacent parcel owned by 1st South Properties would provide the City with better control over the remedy and facilitate development and implementation of the environmental covenant. Granting a storm water drainage outfall facility easement to 1st South Properties is a necessary component of this lot-line adjustment.

Note: Although the proposed legislation would authorize Seattle Public Utilities to purchase property through a lot line adjustment, there is no purchase price for the property and no money will be exchanged between Seattle Public Utilities and 1st South Properties for the lot line adjustment or the related storm water drainage easement.

Please check one of the following:

This legislation does not have any financial implications.

This legislation has financial implications.

Other Implications:

a) Does the legislation have indirect financial implications, or long-term implications?

The proposed environmental covenant and regulated navigational area will likely be in place as long as contaminated sediment remains contained (beneath the remedial cap) at Slip 4. These administrative instruments, to some extent, constrain the use of City owned property, but are a component of the cleanup process and required by the regulatory agencies. These restrictions also preserve the long-term integrity of the restored aquatic habitat that was established as a component of the remedy.

b) What is the financial cost of not implementing the legislation?

Not implementing the legislation would leave the sediment remedy in Slip 4 vulnerable to damage. If the sediment cap were to be damaged or breached by, for example, navigational activity or other disturbances, the City would be exposed to substantial costs (hundreds of thousands to millions of dollars) to repair the cap and remediate contamination that was released. In addition, because the institutional controls are required by the regulatory agency (EPA), not implementing the legislation would likely lead to penalties and legal orders from the federal government to implement the controls.

- c) Does this legislation affect any departments besides the originating department?**
Yes, Seattle Public Utilities and Seattle City Light share all costs for Slip 4. As stated in item (b) above, not implementing the legislation could impose costs on Seattle Public Utilities and Seattle City Light
- d) What are the possible alternatives to the legislation that could achieve the same or similar objectives?**
There are no practical or feasible alternatives to the legislation at this time. Because some contamination remains beneath an engineered cap at the Site as part of the EPA-approved cleanup, institutional controls must be in place to protect human health and the environment.
- e) Is a public hearing required for this legislation?**
No
- f) Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No.
- g) Does this legislation affect a piece of property?**
Yes. Maps showing the property involved are attached to the proposed Ordinance.
- h) Other Issues:** None.

List attachments to the fiscal note below:

None.





City of Seattle
Office of the Mayor

May 28, 2013

Honorable Sally Clark
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Clark:

I am pleased to transmit the attached proposed Council Bill which would authorize the director of Seattle Public Utilities to fulfill obligations in an Administrative Settlement Agreement and Order on Consent by the U. S. Environmental Protection Agency (EPA).

SPU has conducted cleanup actions in Slip 4 of the Lower Duwamish Waterway, with construction completed in 2012. Part of the City's ongoing commitment to maintaining a protective cleanup in Slip 4 is a requirement to establish "institutional controls" to manage human activities at the site, so contaminated sediment contained under an engineered cap is not disturbed. These controls put limits on uses of the City-owned property in Slip 4. These controls include: 1) executing an environmental covenant with EPA; 2) executing a lot line adjustment that expands City property limits to include capped areas; 3) executing an outfall easement for an adjacent property owner; and 4) coordinating with the Department of Homeland Security to establish a Regulated Navigation Area in Slip 4. This proposed ordinance allows the City to fulfill those obligations.

This legislation builds on over a decade of significant and continuous effort to remedy historic contamination in the lower Duwamish. If you have any questions, please contact David Schuchardt at 615-1642.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

