

#10

**CITY OF SEATTLE**  
**ORDINANCE** \_\_\_\_\_  
COUNCIL BILL 117837

AN ORDINANCE relating to the Department of Finance and Administrative Services; amending Ordinance 121969 regarding the grant of an easement to Puget Sound Energy for a nonexclusive easement over, under, through, across and upon a portion of the property known as the Joint Training Facility, located at 9401 Myers Way South.

WHEREAS, on October 24, 2005, the City Council passed Ordinance 121969, which authorized the granting of a nonexclusive easement over, under, along, and across a portion of the Joint Training Facility (JTF) to provide for a natural gas line to serve the various functions of the JTF; and

WHEREAS, on January 4, 2006, the Director of the former Fleets and Facilities Department executed a nonexclusive easement, which was subsequently filed in King County records under recording number 20060112001651; and

WHEREAS, the original alignment of the natural gas line was modified to enable the construction of a new closed-loop water reclamation system for the Fire Department, which had not been designed when the gas line easement was originally authorized and granted and recorded; and

WHEREAS, the City desires to accept Puget Sound Energy's release of the previous easement authorized and granted by Ordinance 121969, and to authorize the grant of a nonexclusive easement to Puget Sound Energy that encompasses the modified alignment of the natural gas line serving the Joint Training Facility; NOW THEREFORE,

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

Section 1. Ordinance 121969 is hereby amended to read as follows:

Section 1. As requested by the Director of ((Fleets and Facilities)) Finance and Administrative Services and recommended by the Mayor, and in consideration of Puget Sound Energy's payment of ONE DOLLAR (\$1.00), said Director is hereby authorized to grant a nonexclusive easement for gas main and service line purposes to Puget Sound



1 Energy over, under, along and across a portion of the Joint Training Facility property,  
2 (~~within an easement area~~) legally described in Attachment 1.

3 Section 2. The Director of (~~Fleets and Facilities~~) Finance and Administrative  
4 Services is authorized to execute the easement agreement substantially in the form shown  
5 in Attachment 2.

6 Section 3. Payment received for the grant of said easement shall be deposited in  
7 the Unrestricted Subaccount of the Cumulative Reserve Subfund (00164).

8 Section 4. The Director of Finance and Administrative Services is authorized to  
9 accept from Puget Sound Energy a quit claim deed substantially in the form shown in  
10 Attachment 3, which releases the easement recorded under 20060112001651.

11 Section ((4)) 5. Any act pursuant to the authority of this ordinance and prior to its  
12 effective date is hereby ratified and confirmed.)

13 Section ((5)) 6. This ordinance shall take effect and be in force thirty (30) days  
14 from and after its approval by the Mayor, but if not approved and returned by the Mayor  
15 within ten (10) days after presentation, it shall take effect as provided by Municipal Code  
16 Section 1.04.020.



1 Section 2. 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 signed by me in  
5 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 Attachment 1: Legal Description (Revised)  
22 Attachment 2: Easement (Revised)  
23 Attachment 3: Quit Claim Deed  
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25  
26  
27



**ATTACHMENT 1**  
**LEGAL DESCRIPTION**  
**APN 312404-9024**

A portion of the Southeast Quarter of the Southeast Quarter of Section 31 and the Southwest Quarter of the Southwest Quarter of Section 32, all lying within Township 24 North, Range 04 East, W.M., in King County, Washington;

Described as follows:

Commencing at the Southeast corner of said Section 31;  
Thence N 01° 07' 31" E, along the East line of said Section 31, for 30.00 feet to the Northerly margin of Southwest Roxbury Street;  
Thence N 88° 23' 36" W, along said Northerly margin, for 624.14 feet to the Easterly Margin of Second AVE Southwest;  
Thence N 01° 03' 31" E, along said Easterly margin, for 177.87 feet to THE POINT OF BEGINNING for the herein described Revised Lot 3;  
Thence S 88° 23' 36" E for 1019.46 feet to the Westerly margin of Myers Way South;  
Thence N 18° 16' 47" W, along said Westerly margin for 731.87 feet;  
Thence S 72° 10' 19" W for 74.06 feet to a point of tangency with a curve to the right having a radius of 130.00 feet;  
Thence Westerly and Northerly, along said curve, for an arc length distance of 116.98 feet through a central angle of 51° 33' 30" to a point of tangency with a line bearing N 56° 16' 11" W;  
Thence N 56° 16' 11" W, along said line, for 200.12 feet to the most Easterly corner of Parcel A of City of Seattle Lot Boundary Adjustment No. 2106493 as recorded under King County Auditor's File No. 20020426900001;  
Thence S 33° 43' 49" W, along the Southeasterly line of said Parcel A, for 416.21 feet to the Southeast corner of said Parcel A;  
Thence N 88° 23' 36" W, along the South line of said Parcel A, for 167.47 feet to the Southwest corner of said Parcel A, being a point on the Easterly margin of Second AVE Southwest, said point lying on a curve to the left having a radius of 300.00 feet, from which a radial line bears S 61° 20' 37" E;  
Thence Southerly and Westerly, along said curve, for an arc length distance of 144.50 feet through a central angle of 27° 35' 52" to a point of tangency with a line bearing S 01° 03' 31" W;  
Thence S 01° 03' 31" W, along said line for 290.71 feet to the Point of Beginning

(ALSO KNOWN AS Revised Lot 3 of Seattle Lot Boundary Adjustment No. 2300560 as recorded under King County Auditor's File No. 20030522900015.)



Daniel Bretzke  
FAS PSE Easement Change ORD ATT 2  
05/07/2013  
Version #1

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: R/W Department (JLA)  
P.O. Box 90868 / EST-06W  
Bellevue, WA 98009

## EASEMENT

REFERENCE #: 20060112001651  
GRANTOR: THE CITY OF SEATTLE, a Washington municipal corporation  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: SE 31-24-04 and SW 32-24-04  
ASSESSOR'S PROPERTY TAX PARCEL: 312104-9024

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **CITY OF SEATTLE, a Washington municipal corporation**, ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along, across, and through the following described real property ("Property" herein) in King County, Washington:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

**SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**

**THIS EASEMENT REPLACES AND SUPERSEDES THAT EASEMENT DATED JANUARY 4 2006, AND RECORDED JANUARY 12, 2006, UNDER RECORDING NUMBER 20060112001651, RECORDS OF KING COUNTY, WASHINGTON.**

**1. Purpose.** Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of gas. Such systems may include, but are not limited to:

**Underground facilities.** Pipes, pipelines, mains, laterals, conduits, regulators and feeders for gas; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee. **Grantee shall**



have the obligation, to the extent provided by Grantee's applicable rates and tariffs and law, to maintain and repair its facilities.

**2. Grantor's Use of Easement Area.** Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any permanent structures on the Easement Area or any temporary buildings, structures, or other objects on the Easement Area which may result in damage or restrict access to Grantee's facilities. Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent, which consent would not be unreasonably withheld.

**3. Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

**4. Termination.** Upon removal or deactivation of all or a portion of Grantee's facilities in the Easement Area, Grantor may request, in writing, that Grantee execute a release of easement for that portion of the Easement Area no longer in use. Said release of easement shall not be unreasonably withheld.

**5. Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

**6. Relocation.** Grantee shall relocate its facilities as necessary for Grantor to preserve or remediate any environmentally sensitive areas on any part of Grantor's property. Said relocation shall take place at Grantor's cost, and shall be subject to Grantee's rates and tariffs and all applicable laws.

**7. Successors and Assigns.** Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.



Daniel Bretzke  
FAS PSE Easement Change ORD ATT 2  
05/07/2013  
Version #1

GRANTOR:  
The City of Seattle  
a Washington municipal corporation

By: \_\_\_\_\_  
Fred Podesta  
Its Director Finance and Administrative Services

GRANTEE:  
Puget Sound Energy, Inc.,  
a Washington corporation

By: \_\_\_\_\_  
Jennifer Altschuler  
Its: Supervisor Real Estate

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Fred Podesta, to me known to be the person(s) who signed as Director, Department of Finance and Administrative Services, of **THE CITY OF SEATTLE**, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instrument on behalf of said municipal corporation.

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

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)

**NOTARY PUBLIC** in and for the State of Washington,  
residing at \_\_\_\_\_  
My Appointment Expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Jennifer Altschuler**, to me known to be the person who signed as **Supervisor Real Estate of Puget Sound Energy, Inc.**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be her and voluntary act and deed and the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instruction on behalf of said corporation.

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

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)

**NOTARY PUBLIC** in and for the State of Washington,  
residing at \_\_\_\_\_  
My Appointment Expires: \_\_\_\_\_



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**APN 312404-9024**

A portion of the Southeast Quarter of the Southeast Quarter of Section 31 and the Southwest Quarter of the Southwest Quarter of Section 32, all lying within Township 24 North, Range 04 East, W.M., in King County, Washington;

Described as follows:

Commencing at the Southeast corner of said Section 31;  
Thence N 01° 07' 31" E, along the East line of said Section 31, for 30.00 feet to the Northerly margin of Southwest Roxbury Street;  
Thence N 88° 23' 36" W, along said Northerly margin, for 624.14 feet to the Easterly Margin of Second AVE Southwest;  
Thence N 01° 03' 31" E, along said Easterly margin, for 177.87 feet to THE POINT OF BEGINNING for the herein described Revised Lot 3;  
Thence S 88° 23' 36" E for 1019.46 feet to the Westerly margin of Myers Way South;  
Thence N 18° 16' 47" W, along said Westerly margin for 731.87 feet;  
Thence S 72° 10' 19" W for 74.06 feet to a point of tangency with a curve to the right having a radius of 130.00 feet;  
Thence Westerly and Northerly, along said curve, for an arc length distance of 116.98 feet through a central angle of 51° 33' 30" to a point of tangency with a line bearing N 56° 16' 11" W;  
Thence N 56° 16' 11" W, along said line, for 200.12 feet to the most Easterly corner of Parcel A of City of Seattle Lot Boundary Adjustment No. 2106493 as recorded under King County Auditor's File No. 20020426900001;  
Thence S 33° 43' 49" W, along the Southeasterly line of said Parcel A, for 416.21 feet to the Southeast corner of said Parcel A;  
Thence N 88° 23' 36" W, along the South line of said Parcel A, for 167.47 feet to the Southwest corner of said Parcel A, being a point on the Easterly margin of Second AVE Southwest, said point lying on a curve to the left having a radius of 300.00 feet, from which a radial line bears S 61° 20' 37" E;  
Thence Southerly and Westerly, along said curve, for an arc length distance of 144.50 feet through a central angle of 27° 35' 52" to a point of tangency with a line bearing S 01° 03' 31" W;  
Thence S 01° 03' 31" W, along said line for 290.71 feet to the Point of Beginning

(ALSO KNOWN AS Revised Lot 3 of Seattle Lot Boundary Adjustment No. 2300560 as recorded under King County Auditor's File No. 20030522900015.)





**EXHIBIT "B"**  
**Gas Line Easement**  
**For City of Seattle Joint Training Facility**

Those certain parcels of land situated in the City of Seattle, County of King, State of Washington being those portions of Revised Lot 3 as shown on the plat of Lot Boundary Adjustment No. 2300560 as recorded under Recording No. 20030522900015 records of King county Recorder, described as follows:

**Parcel 1:**

A strip of land 10.00 feet wide, the centerline of which is described as follows:  
Commencing at the Southwest corner of said Lot 3;  
Thence along the West line of said lot, North 01° 03' 31" East 290.71 feet to the beginning of a tangent curve to the right having a radius of 300.00 feet;  
Thence along said curve Northerly 137.38 feet through a central angle of 26° 14' 16" to the True Point of Beginning;  
Thence non-tangent from said curve, South 16° 41' 00" East 6.76 feet;  
Thence South 85° 17' 30" East 96.00 feet;  
Thence North 87° 07' 30" East 89.50 feet to a point hereinafter referred to as Point "A";  
Thence South 80° 21' 00" East 86.00 feet to a point hereinafter referred to as Point "B";  
Thence North 88° 49' 40" East 145.00 feet;  
Thence South 87° 27' 40" East 123.00 feet;  
Thence North 86° 00' 00" East 50.00 feet to the terminus of said centerline.  
Said strip of land shall be lengthened or shortened westerly so as to terminate in said West line of Lot 3.

**Parcel 2:**

A strip of land 10.00 feet wide, the centerline of which is described as follows:  
Beginning at Point "A" described hereinbefore in Parcel 1;  
Thence North 70° 53' 30" East 37.32 feet;  
Thence South 58° 19' 30" East 47.88 feet to the centerline of the hereinbefore described Parcel 1;  
Thence along said centerline North 80° 21' 00" West 77.11 feet to the Point of Beginning;

Excepting therefrom that portion included within Parcel 1.

**Parcel 3:**

A strip of land 10.00 feet wide, the centerline of which is described as follows:  
Beginning at Point "B" described hereinbefore in Parcel 1;  
Thence South 02° 56' 00" West 187.50 feet;  
Thence South 89° 51' 00" East 29.00 feet;  
Thence South 01° 47' 30" East 44.50 feet;  
Thence South 11° 37' 20" East 30.00 feet;  
Thence South 39° 41' 30" East 92.31 feet;  
Thence South 85° 10' 00" East 146.92 feet;  
Thence South 48° 10' 00" East 51.00 feet;  
Thence South 83° 32' 00" East 36.00 feet;  
Thence North 16° 17' 00" East 34.00 feet to the terminus of said centerline.  
Excepting there from that portion included within Parcel 1.



Exhibit C  
Survey of Easement



Recording Requested by And  
When Recorded mail to:

City of Seattle  
Attn: Department Of Finance and Administrative Services  
P.O. Box 94689  
Seattle, WA 98124-4689

**DOCUMENT TITLE:** Release of Easement  
**REFERENCE:** Easement recorded 12<sup>th</sup> of January 2006  
**GRANTOR:** City of Seattle  
**GRANTEE:** Puget Sound Energy  
**SHORT LEGAL:** Ptn. SE31-24N-04E and Ptn. SW32-24N-04E  
**PARCEL NUMBER:** 312404-9024

**QUIT CLAIM DEED**  
**(RELEASE OF EASEMENT)**

Whereas, **Puget Sound Energy, Inc, a Washington Corporation ("Grantor")** herein, as holders of that certain Easement recorded 12<sup>th</sup> January 2006, under King County Auditor's File Number 20060112001651 have received a request to relinquish all right, title and interest in said easement from **City of Seattle, a Washington Municipal Corporation**.

Now, Puget Sound Energy, Inc, a Washington Corporation ("Grantor") hereby convey and quitclaim to the **CITY OF SEATTLE, a Washington municipal corporation ("Grantee")**, all right, title and interest in and to the following described property situated in King County, State of Washington:

See Exhibit "A" Attached and thereto and by this reference mad a part hereof.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013:  
GRANTOR:

By: \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss  
COUNTY OF KING         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the person who signed as \_\_\_\_\_, of Puget Sound Energy Inc, a Washington Corporation, and executed the within and foregoing instrument, and acknowledged said instrument to be his and her voluntary act and deed; and on oath stated that he and she were authorized to execute the said instrument on their behalf.

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

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)  
**NOTARY PUBLIC** in and for the State of  
Washington, residing at \_\_\_\_\_  
My Appointment Expires: \_\_\_\_\_



**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**APN 312404-9024**

A portion of the Southeast Quarter of the Southeast Quarter of Section 31 and the Southwest Quarter of the Southwest Quarter of Section 32, all lying within Township 24 North, Range 04 East, W.M., in King County, Washington;

Described as follows:

Commencing at the Southeast corner of said Section 31;  
Thence N 01° 07' 31" E, along the East line of said Section 31, for 30.00 feet to the Northerly margin of Southwest Roxbury Street;  
Thence N 88° 23' 36" W, along said Northerly margin, for 624.14 feet to the Easterly Margin of Second AVE Southwest;  
Thence N 01° 03' 31" E, along said Easterly margin, for 177.87 feet to THE POINT OF BEGINNING for the herein described Revised Lot 3;  
Thence S 88° 23' 36" E for 1019.46 feet to the Westerly margin of Myers Way South;  
Thence N 18° 16' 47" W, along said Westerly margin for 731.87 feet;  
Thence S 72° 10' 19" W for 74.06 feet to a point of tangency with a curve to the right having a radius of 130.00 feet;  
Thence Westerly and Northerly, along said curve, for an arc length distance of 116.98 feet through a central angle of 51° 33' 30" to a point of tangency with a line bearing N 56° 16' 11" W;  
Thence N 56° 16' 11" W, along said line, for 200.12 feet to the most Easterly corner of Parcel A of City of Seattle Lot Boundary Adjustment No. 2106493 as recorded under King County Auditor's File No. 20020426900001;  
Thence S 33° 43' 49" W, along the Southeasterly line of said Parcel A, for 416.21 feet to the Southeast corner of said Parcel A;  
Thence N 88° 23' 36" W, along the South line of said Parcel A, for 167.47 feet to the Southwest corner of said Parcel A, being a point on the Easterly margin of Second AVE Southwest, said point lying on a curve to the left having a radius of 300.00 feet, from which a radial line bears S 61° 20' 37" E;  
Thence Southerly and Westerly, along said curve, for an arc length distance of 144.50 feet, through a central angle of 27° 35' 52" to a point of tangency with a line bearing S 01° 03' 31" W;  
Thence S 01° 03' 31" W, along said line for 290.71 feet to the Point of Beginning

(ALSO KNOWN AS Revised Lot 3 of Seattle Lot Boundary Adjustment No. 2300560 as recorded under King County Auditor's File No. 20030522900015.)



## **FISCAL NOTE FOR NON-CAPITAL PROJECTS**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>CBO Analyst/Phone:</b>
Finance and Administrative Services	Daniel Bretzke 206 733-9882	Jennifer Devore 206-615-1328

### **Legislation Title:**

AN ORDINANCE relating to the Department of Finance and Administrative Services; amending Ordinance 121969 regarding the grant of an easement to Puget Sound Energy for a nonexclusive easement over, under, through, across and upon a portion of the property known as the Joint Training Facility, located at 9401 Myers Way South.

### **Summary of the Legislation:**

This legislation amends ordinance 121969 and authorizes the Director of Finance and Administrative Services to quit claim the existing easement and execute a revised non-exclusive easement at the Joint Training Facility (JTF) to Puget Sound Energy (PSE) to operate and maintain a natural gas line to serve various functions at the training facility.

### **Background:**

In October 2005, ordinance 121969 authorized the execution of a non exclusive easement to PSE for a natural gas line. An easement was executed and subsequently recorded with King County under recording number 20060112001651. The original alignment of the pipeline was modified to enable the construction of a new closed-loop water reclamation system for the Seattle Fire Department, which had not been designed when the gas line easement was originally authorized. The design of this water reclamation system necessitated that PSE relocate a portion of its gas line. This legislation provides an easement recognizing the actual location of the gas line and replaces and supersedes the existing easement.

Please check one of the following:

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

### **Other Implications:**

- a) **Does the legislation have indirect financial implications, or long-term implications?**  
The long term implications of this ordinance is that in the future if work or modifications to the PSE gas line is needed, the actual location of the gas line and the easement will match.
- b) **What is the financial cost of not implementing the legislation?**  
None
- c) **Does this legislation affect any departments besides the originating department?**



No.

- d) What are the possible alternatives to the legislation that could achieve the same or similar objectives? None
- 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. Location map included as attachment 2
- h) Other Issues:  
None

**List attachments to the fiscal note below:**

Attachment 1 Ordinance 121969

Attachment 2 Map showing location of property

Attachment 3 PSE Easement Recorded under 20060112001651

Joan Roserstock/jbr  
PSE Easement Ord  
9/26/03  
ver #2

ORDINANCE

121969

AN ORDINANCE relating to the Fleets and Facilities Department; authorizing the grant of an easement to Puget Sound Energy for a nonexclusive easement over, under, along, and across a portion of the property known as the Joint Training Facility with an address of 9401 Myers Way S.

WHEREAS, Puget Sound Energy requires an easement for its extension of a main line and service line onto the Joint Training Facility (JTF) site to serve the various functions of the JTF; and

WHEREAS, the Director of Fleets and Facilities has recommended granting a nonexclusive easement over, under along, and across a portion of the Joint Training Facility; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Director of Fleets and Facilities and recommended by the Mayor, and in consideration of Puget Sound Energy's payment of ONE DOLLAR (\$1.00), said Director is hereby authorized to grant a nonexclusive easement for gas main and service line purposes to Puget Sound Energy over, under, along, and across a portion of the Joint Training Facility property, within an easement area legally described in Attachment 1.

Section 2. The Director of Fleets and Facilities is authorized to execute the easement agreement substantially in the form shown in Attachment 2.

Section 3. Payment received for the grant of said easement shall be deposited in the Unrestricted Subaccount of the Cumulative Reserve Subfund (00164).

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

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.



Joan Rosenstock/jbr  
PSE Easement Ord  
9/26/05  
ver #2

Section 5. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 24<sup>th</sup> day of October, 2005, and signed by me in open session in authentication of its passage this 24<sup>th</sup> day of October, 2005.

Joan Rosenstock  
President of the City Council

Approved by me this 31<sup>st</sup> day of October, 2005.

Gregory J. Nickels  
Gregory J. Nickels, Mayor

Filed by me this 31<sup>st</sup> day of October, 2005.

Joan E. Pepper  
City Clerk

(Seal)

Attachment 1: Legal Description  
Attachment 2: Easement

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
IT IS DUE TO THE QUALITY OF THE DOCUMENT.





## LEGAL DESCRIPTION

### Gas Line Easement For the City of Seattle Joint Training Facility

Those certain parcels of land situated in the City of Seattle, County of King, State of Washington, being those portions of Revised Lot 3 as shown on the plat of Lot Boundary Adjustment No. 2300560 as recorded under Recording No. 20030522900015 records of the King County Recorder, described as follows:

#### Parcel 1

A strip of land 10.00 feet wide, the centerline of which is described as follows:

Commencing at southwest corner of said Lot 3; thence along the west line of said lot, North 01°03'31" East 290.71 feet to the beginning of a tangent curve to the right having a radius of 300.00 feet; thence along said curve northerly 137.38 feet through a central angle of 26°14'16" to the True Point Of Beginning; thence non-tangent from said curve, South 16°41'00" East 6.76 feet; thence South 85°17'30" East 96.00 feet; thence North 87°07'30" East 89.50 feet to a point hereinafter referred to as Point "A"; thence South 80°21'00" East 86.00 feet to a point hereinafter referred to as Point "B"; thence North 88°49'40" East 145.00 feet; thence South 87°27'40" East 123.00 feet; thence North 86°00'00" East 50.00 feet to the terminus of said centerline.

Said strip of land shall be lengthened or shortened westerly so as to terminate in said west line of Lot 3.

#### Parcel 2

Beginning at Point "A" described hereinbefore in Parcel 1; thence North 70°53'30" East 37.32 feet; thence South 58°19'30" East 47.88 feet to the centerline of the hereinbefore described Parcel 1; thence along said centerline, North 80°21'00" West 77.11 feet to the Point of Beginning.

Excepting therefrom that portion included within Parcel 1.

#### Parcel 3

A strip of land 10.00 feet wide, the centerline of which is described as follows:

Beginning at Point "B" described hereinbefore in Parcel 1; thence South 02°56'00" West 269.00 feet; thence South 49°49'00" East 95.00 feet; thence South 85°10'00" East 174.00 feet; thence South 48°10'00" East 51.00 feet; thence South 83°32'00" East 36.00 feet; thence North 16°17'00" East 34.00 feet to the terminus of said centerline.

Excepting therefrom that portion included within Parcel 1.

EXHIBIT "B" attached and by this reference made a part hereof.

## ATTACHMENT 1

IT IS DUE TO THE QUALITY OF THE DOCUMENT.



RETURN ADDRESS:  
Puget Sound Energy, Inc.  
Attention: R/W Department  
P.O. Box 90868 / GEN 03E  
Bellevue, WA 98009  
ATTN: I. McDaniel

## EASEMENT

REFERENCE #:  
GRANTOR: City of Seattle  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Ptn. SE31-24N-04E and Ptn. SW32-24N-04E  
ASSESSOR'S PROPERTY TAX PARCEL: 312404-9024

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, The City of Seattle, a Washington Municipal Corporation ("Grantor" herein), hereby conveys and warrants to PUGET SOUND ENERGY, INC., a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in King County, Washington:

SEE EXHIBIT "A", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

SEE EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of gas. Such system may include, but are not limited to:

Underground facilities, pipes, pipelines, mains, laterals, conduits, regulators and feeders for gas; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

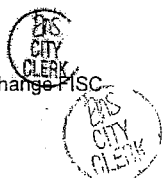
Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee. Grantee shall have the obligation, to the extent provided by Grantee's applicable rates and tariffs and law, to maintain and repair its facilities.

2. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any permanent structures on the Easement Area or any temporary buildings, structures or other objects on the Easement area which may result in damage or restrict access to Grantee's facilities. Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent, which consent would not be unreasonably withheld.

3. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

4. Termination. Upon removal or deactivation of all or a portion of Grantee's facilities in the Easement Area, Grantor may request, in writing, that Grantee execute a release of easement for that portion of the Easement Area no longer in use. Said release of easement shall not be unreasonably withheld.

5. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor, provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.



6. Relocation. Grantee shall relocate its facilities as necessary for Grantor to preserve or remediate any environmentally sensitive areas on any part of Grantor's property. Said relocation shall take place at Grantor's cost, and shall be subject to Grantee's rates and tariffs and all applicable laws.

7. Successors and Assigns. Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

GRANTOR: The City of Seattle, a Washington municipal corporation

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

STATE OF WASHINGTON)

COUNTY OF \_\_\_\_\_ ) ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ to me known to be the person who signed as \_\_\_\_\_ of the City of Seattle, a Washington municipal corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed said corporation for the uses and purposes therein mentioned; and on oath stated that \_\_\_\_\_ was authorized to execute the said instrument on behalf of said corporation.

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

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of

Washington, residing at \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

Notary seal, text and all notations must not be placed within 1" margins.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

## LEGAL DESCRIPTION

### Gas Line Easement For the City of Seattle Joint Training Facility

Those certain parcels of land situated in the City of Seattle, County of King, State of Washington, being those portions of Revised Lot 3 as shown on the plat of Lot Boundary Adjustment No. 2300560 as recorded under Recording No. 20030522900015 records of the King County Recorder, described as follows:

#### Parcel 1

A strip of land 10.00 feet wide, the centerline of which is described as follows:

Commencing at southwest corner of said Lot 3; thence along the west line of said lot, North 01°03'31" East 290.71 feet to the beginning of a tangent curve to the right having a radius of 300.00 feet; thence along said curve northerly 137.38 feet through a central angle of 26°14'16" to the True Point Of Beginning; thence non-tangent from said curve, South 16°41'00" East 6.76 feet; thence South 85°17'30" East 96.00 feet; thence North 87°07'30" East 89.50 feet to a point hereinafter referred to as Point "A"; thence South 80°21'00" East 86.00 feet to a point hereinafter referred to as Point "B"; thence North 88°49'40" East 145.00 feet; thence South 87°27'40" East 123.00 feet; thence North 86°00'00" East 50.00 feet to the terminus of said centerline.

Said strip of land shall be lengthened or shortened westerly so as to terminate in said west line of Lot 3.

#### Parcel 2

Beginning at Point "A" described hereinbefore in Parcel 1; thence North 70°53'30" East 37.32 feet; thence South 58°19'30" East 47.88 feet to the centerline of the hereinbefore described Parcel 1; thence along said centerline, North 80°21'00" West 77.11 feet to the Point of Beginning.

Excepting therefrom that portion included within Parcel 1.

#### Parcel 3

A strip of land 10.00 feet wide, the centerline of which is described as follows:

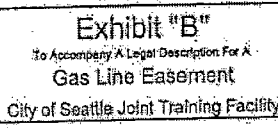
Beginning at Point "B" described hereinbefore in Parcel 1; thence South 02°56'00" West 269.00 feet; thence South 49°49'00" East 95.00 feet; thence South 85°10'00" East 174.00 feet; thence South 48°10'00" East 51.00 feet; thence South 83°32'00" East 36.00 feet; thence North 16°17'00" East 34.00 feet to the terminus of said centerline.

Excepting therefrom that portion included within Parcel 1.

EXHIBIT "B" attached and by this reference made a part hereof.

## EXHIBIT A







## City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

September 26, 2005

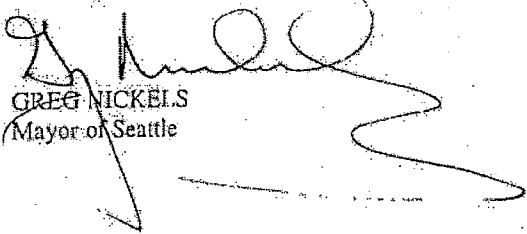
Honorable Jan Drago  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Drago:

I am pleased to transmit the attached proposed Council Bill for consideration with the 2006 Proposed Budget. This legislation grants a nonexclusive easement to Puget Sound Energy over, under, along, and across a portion of the property known as the Joint Training Facility (JTF) at 9401 Myers Way S. The easement will allow PSE to provide natural gas to JTF's burn building and classroom building. The Joint Training Facility is nearing completion and requires the gas lines to be pressurized for testing and commissioning of natural gas systems and equipment.

Thank you for your consideration of this legislation. Should you have questions, please contact Joan Rosenstock at 684-8541.

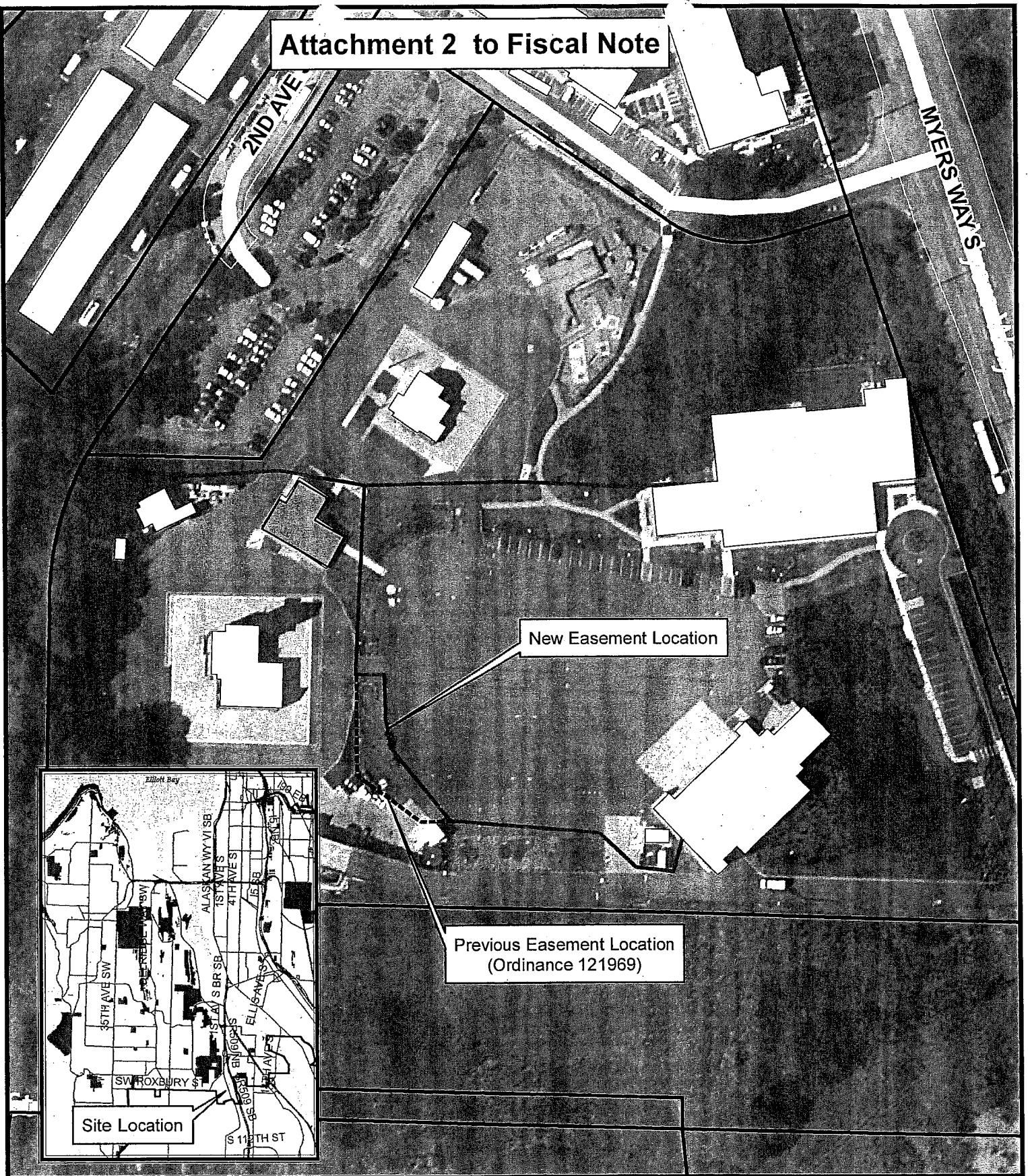
Sincerely,

  
GREG NICKELS  
Mayor of Seattle

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
IT IS DUE TO THE QUALITY OF THE DOCUMENT.



# Attachment 2 to Fiscal Note



**City of Seattle**  
 Joint Training Facility  
 Puget Sound Energy  
 Easement Revision

- Current Easement Location
- - - Previous Easement Location
- Parcel Lines
- Building Outline

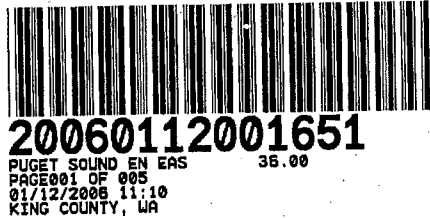
0 100 Feet



Produced by the City of Seattle  
 FAS Real Estate Services  
 D Bretzke 12/10/2012

All rights reserved. No guarantee of any sort is implied, including accuracy, completeness, or fitness for use.

**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attention: R/W Department  
P.O. Box 90868 / GEN 03E  
Bellevue, WA 98009  
ATTN: I. McDaniel



## EASEMENT

REFERENCE #:  
GRANTOR: City of Seattle  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Ptn. SE31-24N-04E and Ptn. SW32-24N-04E  
ASSESSOR'S PROPERTY TAX PARCEL: 312404-9024

ORIGINAL

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **The City of Seattle, a Washington Municipal Corporation** ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in King County, Washington:

SEE EXHIBIT "A", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

SEE EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

1. **Purpose.** Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of gas. Such system may include, but are not limited to:

**Underground facilities.** Pipes, pipelines, mains, laterals, conduits, regulators and feeders for gas; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee. Grantee shall have the obligation, to the extent provided by Grantee's applicable rates and tariffs and law, to maintain and repair its facilities.

2. **Grantor's Use of Easement Area.** Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any permanent structures on the Easement Area or any temporary buildings, structures or other objects on the Easement area which may result in damage or restrict access to Grantee's facilities. Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent, which consent would not be unreasonably withheld.

3. **Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

4. **Termination.** Upon removal or deactivation of all or a portion of Grantee's facilities in the Easement Area, Grantor may request, in writing, that Grantee execute a release of easement for that portion of the Easement Area no longer in use. Said release of easement shall not be unreasonably withheld.

5. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.





6. Relocation. Grantee shall relocate its facilities as necessary for Grantor to preserve or remediate any environmentally sensitive areas on any part of Grantor's property. Said relocation shall take place at Grantor's cost, and shall be subject to Grantee's rates and tariffs and all applicable laws.

7. Successors and Assigns. Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 4th day of January, 2006.

GRANTOR: The City of Seattle, a Washington municipal corporation

BY: [Signature]

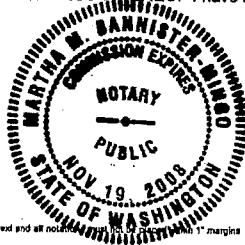
ITS: Director, Fleets & Facilities Dept.

STATE OF WASHINGTON

COUNTY OF

On this 4th day of January, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Brenda Baker, to me known to be the person who signed as Fleets & Facilities Director of the City of Seattle, a Washington municipal corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed said corporation for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instrument on behalf of said corporation.

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



Martha M Bannister-Mingo  
(Signature of Notary)  
Martha M Bannister-Mingo  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Lynnwood  
My Appointment Expires: November 19, 2008



EXHIBIT "A"  
LEGAL DESCRIPTION  
APN 312404-9024

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31 AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, ALL LYING WITHIN TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31,  
THENCE N 01°07'31" E, ALONG THE EAST LINE OF SAID SECTION 31, FOR 30.00 FEET TO THE NORTHERLY MARGIN OF  
SOUTHWEST ROXBURY STREET,  
THENCE N 88°23'36" W, ALONG SAID NORTHERLY MARGIN, FOR 624.14 FEET TO THE EASTERLY MARGIN OF SECOND AVENUE  
SOUTHWEST,  
THENCE N 01°03'31" E, ALONG SAID EASTERLY MARGIN, FOR 177.87 FEET TO THE POINT OF BEGINNING FOR THE HEREIN  
DESCRIBED NEW LOT 3,  
THENCE S 88°23'36" E FOR 1019.46 FEET TO THE WESTERLY MARGIN OF MYERS WAY SOUTH,  
THENCE N 18°16'47" W, ALONG SAID WESTERLY MARGIN, FOR 731.87 FEET,  
THENCE S 72°10'19" W FOR 74.06 FEET TO A POINT OF TANGENCY WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 130.00  
FEET,  
THENCE WESTERLY AND NORTHERLY, ALONG SAID CURVE, FOR AN ARC LENGTH DISTANCE OF 116.98 FEET THROUGH A CENTRAL  
ANGLE OF 51°33'30" TO A POINT OF TANGENCY WITH A LINE BEARING N 56°16'11" W,  
THENCE N 56°16'11" W, ALONG SAID LINE, FOR 200.12 FEET TO THE MOST EASTERLY CORNER OF PARCEL A OF CITY OF  
SEATTLE BOUNDARY ADJUSTMENT No. 2106493 AS RECORDED UNDER KING COUNTY AUDITOR'S FILE No. 20020426900001,  
THENCE S 33°43'49" W, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL A, FOR 416.21 FEET TO THE SOUTHEAST CORNER  
OF SAID PARCEL A,  
THENCE N 88°23'36" W, ALONG THE SOUTH LINE OF SAID PARCEL A, FOR 167.47 FEET TO THE SOUTHWEST CORNER OF SAID  
PARCEL A, BEING A POINT ON THE EASTERLY MARGIN OF 2<sup>ND</sup> AVENUE SOUTHWEST, SAID POINT LYING ON A CURVE TO THE LEFT  
HAVING A RADIUS OF 300.00 FEET, FROM WHICH A RADIAL LINE BEARS S 61°20'37" E,  
THENCE SOUTHERLY AND WESTERLY, ALONG SAID CURVE, FOR AN ARC LENGTH DISTANCE OF 144.50 FEET THROUGH A CENTRAL  
ANGLE OF 27°35'52" TO A POINT OF TANGENCY WITH A LINE BEARING S 01°03'31" W,  
THENCE S 01°03'31" W, ALONG SAID LINE, FOR 290.71 FEET TO THE POINT OF BEGINNING

(ALSO KNOWN AS REVISED LOT 3 OF SEATTLE LOT BOUNDARY ADJUSTMENT No. 2300560 AS RECORDED UNDER KING  
COUNTY AUDITOR'S FILE No. 20030522900015).



**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

**GAS LINE EASEMENT**  
**For the City of Seattle Joint Training Facility**

Those certain parcels of land situated in the City of Seattle, County of King, State of Washington, being those portions of Revised Lot 3 as shown on the plat of Lot Boundary Adjustment No. 2300560 as recorded under Recording No. 20030522900015 records of the King County Recorder, described as follows:

**Parcel 1**

A strip of land 10.00 feet wide, the centerline of which is described as follows:

**Commencing** at southwest corner of said Lot 3; thence along the west line of said lot, North 01°03'31" East 290.71 feet to the beginning of a tangent curve to the right having a radius of 300.00 feet; thence along said curve northerly 137.38 feet through a central angle of 26°14'16" to the **True Point of Beginning**; thence non-tangent from said curve, South 16°41'00" East 6.76 feet; thence South 85°17'30" East 96.00 feet; thence North 87°07'30" East 89.50 feet; thence South 80°21'00" East 86.00 feet to a point hereinafter referred to as Point "A"; thence North 88°49'40" East 145.00 feet; thence South 87°27'40" East 123.00 feet; thence North 86°00'00" East 50.00 feet to the terminus of said centerline.

Said strip of land shall be lengthened or shortened westerly so as to terminate in said west line of Lot 3.

**Parcel 2**

A strip of land 10.00 feet wide, the centerline of which is described as follows:

**Beginning** at Point "A" described hereinbefore in Parcel 1: thence South 02°56'00" West 269.00 feet; thence South 49°49'00" East 95.00; thence south 85°10'00" East 174.00 feet; thence South 48°10'00" East 51.00 feet; thence South 83°32'00" East 36.00 feet; thence North 16°17'00" feet to the terminus of said centerline.

**Excepting therefrom** that portion included within Parcel 1.

**EXHIBIT "A"** attached and by this reference made a part hereof.



