

**Return Address:**  
Seattle City Light  
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Seattle, WA 98124-4023



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

**WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)**

<b>Document Title(s)</b> (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in)	
1 Memorandum of Understanding	2. _____
3. _____	4. _____
<b>Reference Number(s) of Documents assigned or released:</b> Additional reference #'s on page _____ of document	
<b>Grantor(s)</b> Exactly as name(s) appear on document 1. Seattle Department of Parks and Recreation,  Additional names on page _____ of document.	
<b>Grantee(s)</b> Exactly as name(s) appear on document 1. Seattle City Light,  Additional names on page _____ of document.	
<b>Legal description</b> (abbreviated: i.e. lot, block, plat or section, township, range) portion of the NE ¼ of S 30, T 24 N, R 4 E  Additional legal is on pages <u>6-7</u> of document.	
<b>Assessor's Property Tax Parcel/Account Number</b> 2428200165, 2428200085, 2428200005, 5439300560, 5439300495, 5439300465, 5439300365, 5439300310	
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

**MEMORANDUM OF UNDERSTANDING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED, this 27<sup>th</sup> day of July, 2010.

SEATTLE DEPARTMENT OF  
PARKS AND RECREATION

SEATTLE CITY LIGHT

By: 

By: 

Printed Name: Christopher M Williams

Printed Name: David L. Barber

Title: Acting Superintendent

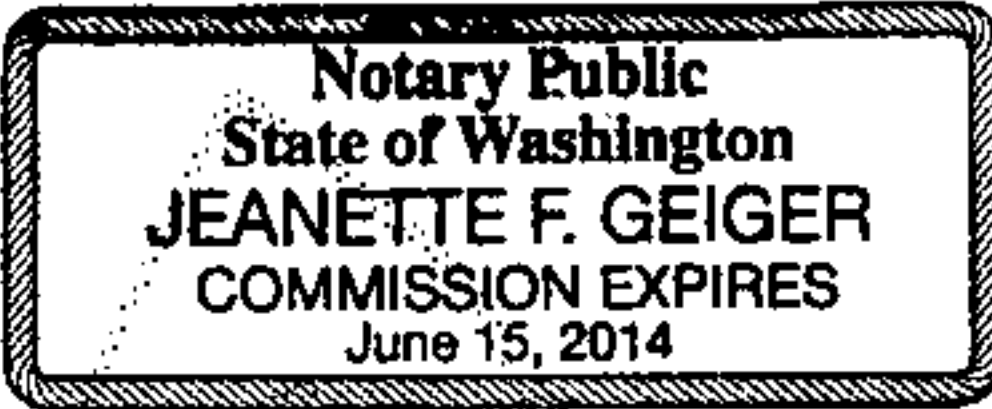
Title: Real Estate Manager

STATE OF WASHINGTON )  
 )SS  
COUNTY OF KING )

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

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

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



STATE OF WASHINGTON )  
 )SS  
COUNTY OF KING )

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

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

*[Signature]*  
Notary Public in and for the  
State of Washington, residing  
at Silverdale  
My appointment expires  
5/31/14



**EXHIBIT A**

Legal Description of Vacation Area

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

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

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

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

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

## **EXHIBIT B**

### Description of Use Area

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