



SEATTLE CITY COUNCIL

Legislative Summary

CB 119707

Record No.: CB 119707

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 126013

In Control: City Clerk

File Created: 10/15/2019

Final Action: 12/13/2019

Title: AN ORDINANCE relating to the City Light Department; authorizing the General Manager and Chief Executive Officer to enter into an easement area amendment agreement with King County, to revise the legal description of an existing easement for an electric transmission and distribution line through King County Airport property.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Harrell

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att 1 - Easement Area Amendment Agreement, Att 1 Ex A - County Property Description, Att 1 Ex B - Original Easement Area, Att 1 Ex C - New Perpetual Easement Area

Uploaded By: Alan.Matthews@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

Yes

No

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	10/29/2019	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	10/29/2019	sent for review	Council President's Office			
Action Text: The Council Bill (CB) was sent for review. to the Council President's Office							
1	Council President's Office	11/20/2019	sent for review	Governance, Equity, and Technology Committee			
Action Text: The Council Bill (CB) was sent for review. to the Governance, Equity, and Technology Committee							
1	City Council	11/25/2019	referred	Governance, Equity, and Technology Committee			

Legislative Summary Continued (CB 119707)

Action Text: The Council Bill (CB) was referred. to the Governance, Equity, and Technology Committee

1 Governance, Equity, and Technology Committee 12/03/2019 pass Pass

Action Text: The Committee recommends that City Council pass the Council Bill (CB).
In Favor: 2 Chair Harrell, Vice Chair Herbold
Opposed: 0

1 City Council 12/09/2019 passed Pass

Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:
In Favor: 8 Councilmember Bagshaw, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Juarez, Councilmember O'Brien, Member Pedersen, Councilmember Sawant
Opposed: 0

1 City Clerk 12/13/2019 submitted for Mayor
Mayor's signature

1 Mayor 12/13/2019 Signed

1 Mayor 12/13/2019 returned City Clerk

1 City Clerk 12/13/2019 attested by City Clerk

Action Text: The Ordinance (Ord) was attested by City Clerk.

CITY OF SEATTLE

ORDINANCE 126013

COUNCIL BILL 119707

1
2
3
4
5 AN ORDINANCE relating to the City Light Department; authorizing the General Manager and
6 Chief Executive Officer to enter into an easement area amendment agreement with King
7 County, to revise the legal description of an existing easement for an electric transmission
8 and distribution line through King County Airport property.

9
10 WHEREAS, King County (“County”) owns Parcel 282404-9007 in King County, the relevant
11 portion legally described on the attached Exhibit A to Attachment 1 to this ordinance; and

12 WHEREAS, the City Light Department (“SCL”) operates a public power system for The City of
13 Seattle and surrounding communities; and

14 WHEREAS, in 1958, the County granted a 10-foot-wide easement (“Easement”) to SCL, to
15 permit the construction, operation, and maintenance of an electric transmission and
16 distribution line, including the necessary towers and poles, recorded under Recording
17 Number 4982136; its legal description is attached as Exhibit B to Attachment 1 to this
18 ordinance; and

19 WHEREAS, SCL constructed a portion of the electric transmission and distribution line’s towers
20 and poles in the easement area described in Exhibit B; however, some towers and poles
21 were constructed on the County property located outside of the Easement area described
22 in Exhibit B; and

23 WHEREAS, the County and SCL wish to amend the easement area’s legal description to reflect
24 the area where the existing SCL electric transmission and distribution line is located on
25 the County’s property described in Exhibit C to Attachment 1 to this ordinance; and

26 WHEREAS, the Seattle City Charter, Article IV, Section 14, requires that all acquisition and
27 disposal of real property interests shall be by ordinance; NOW, THEREFORE,

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

2 Section 1. The General Manager and Chief Executive Officer of Seattle City Light, or the
3 General Manager and Chief Executive Officer's designee, is hereby authorized to enter into the
4 Easement Area Amendment Agreement ("Amendment") with King County. The Amendment is
5 attached as Attachment 1 to this ordinance.

6 Section 2. The real property interests conveyed by the Amendment are placed under the
7 jurisdiction of SCL.

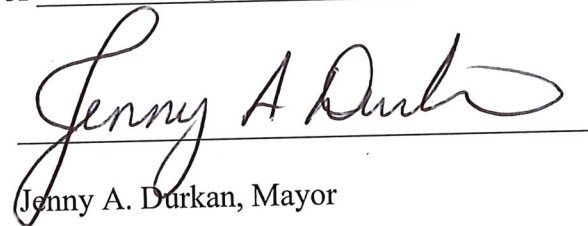
1 Section 3. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 9th day of December, 2019,
5 and signed by me in open session in authentication of its passage this 9th day of
6 December, 2019.

7 

8 President _____ of the City Council

9 Approved by me this 13th day of December, 2019.

10 
11 Jenny A. Durkan, Mayor

12 Filed by me this 13th day of December, 2019.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)

- 16 Attachments:
17 Attachment 1 - Easement Area Amendment Agreement
18 Exhibit A - County Property Description
19 Exhibit B - Original Easement Area
20 Exhibit C - New Perpetual Easement Area

Chad Morrell
Att 1 - Easement Area Amendment Agreement
VI

Return Address:

Seattle City Light
700 5th Ave Ste 3200
Seattle, WA 98104

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

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

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

Grantor(s) Exactly as name(s) appear on document
1. King County, Washington, _____
2. _____, _____
Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document
1. Seattle City Light, a department of the City of Seattle
2. _____, _____
Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
PTN of Section 29 Township 24 North Range 4 East

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number Assessor Tax # not yet assigned
APN: 282404-9007

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.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

EASEMENT AREA AMENDMENT AGREEMENT

THIS EASEMENT AREA AMENDMENT AGREEMENT is made this ___ day of _____, 2019 by and between King County ("County"), and Seattle City Light, a Department of the City of Seattle, ("SCL").

Recitals

- A. The County owns parcel 282404-9007 in King County, Washington, the relevant portion legally described on the attached Exhibit A ("County's Property").
- B. SCL operates a public power system for the City of Seattle.
- C. In 1958, the County granted a ten foot wide easement to SCL, to permit the construction, operation and maintenance of an electric transmission and distribution line, including the necessary towers and poles ("Easement"). The Easement was recorded under recording number 4982136, its legal description is attached to this Agreement as Exhibit B.
- D. SCL constructed a portion of the electric transmission and distribution line's towers and poles in the easement area described in Exhibit B. However, SCL constructed some towers and poles on the County's Property but outside the easement area described in Exhibit B.
- E. The Parties wish to provide amend the easement area to reflect the area where the existing SCL electric transmission and distribution line are actually located on the County's Property.

Agreement

Now, therefore, in consideration of the mutual terms and conditions contained in this Agreement, and for other valuable consideration, the legal sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Revised Easement Area.** Grantor hereby grants to SCL, a perpetual easement over, across and through the revised Easement Area, described on the attached Exhibit C, for the purposes set forth in the Easement, and subject to the terms set forth in the Easement. The legal description of the easement area attached as Exhibit C replaces and supersedes the legal description of the easement area in the Easement attached as Exhibit B.
2. **Exhibits.** All Exhibits attached to this Agreement shall be deemed incorporated by their references.
3. **Prior Terms.** This easement amendment agreement is intended to correct and amend the easement area recorded under no. 4982136. The prior easement is ratified and confirmed in all material respects except as modified by this amendment. If there is any conflict between that easement and this amendment, then the amendment shall control as to the subject matter of the amendment, and the prior easement shall control as to all other matters.

EASEMENT AREA AMENDMENT AGREEMENT

4. Entire Agreement. This Easement Area Amendment Agreement and all exhibits constitute the entire agreement between the parties concerning the terms and conditions of the Easement and other rights/obligations provided for herein. There are no oral or other written agreements, promises, conditions, representations or understandings of any kind made as conditions or inducements to the execution of this Agreement except a may be expressly provided in this Agreement.

GRANTOR: KING COUNTY

By: _____

Its: _____

Printed Name: _____

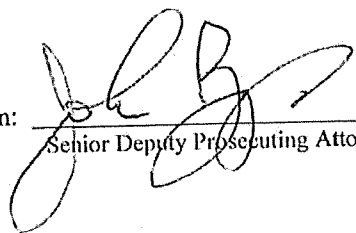
GRANTEE: SEATTLE CITY LIGHT

By: _____

Its: _____

Printed Name: _____

Approved as to Form:



Senior Deputy Prosecuting Attorney

NOTARY BLOCKS ON NEXT PAGE

EASEMENT AREA AMENDMENT AGREEMENT
NOTARY BLOCK FOR KING COUNTY

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Anthony Wright, to me known to be the Director of the Facilities Management Division, King County Department of Executive Services, and who executed the foregoing instrument and acknowledged to me that HE was authorized to execute said instrument on behalf of KING COUNTY for the uses and purposes therein mentioned.

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

Notary Public in and for the
State of Washington, residing at

Printed Name

My appointment expires _____

NOTARY BLOCK FOR SEATTLE CITY LIGHT

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2019, 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 _____ and who executed the foregoing instrument and acknowledged to me that S/HE was authorized to execute said instrument on behalf of SEATTLE CITY LIGHT for the uses and purposes therein mentioned.

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

Notary Public in and for the
State of Washington, residing at

Printed Name

My appointment expires _____

County Property Description

EXHIBIT A

BEGINNING AT A POINT ON THE LINE BETWEEN THE EAST AND WEST HALVES OF LUTHER M. COLLINS DONATION LAND CLAIM NO. 46, IN SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, SAID POINT BEING 50 FEET NORTH OF THE NORTHWEST CORNER OF BLOCK A, QUEEN ADDITION SUPPLEMENT;

THENCE SOUTH $0^{\circ}16'05''$ WEST ALONG SAID LINE, A DISTANCE OF 391.3 FEET;
THENCE WEST A DISTANCE OF 382.7 FEET;
THENCE NORTH $11^{\circ}56'$ EAST, A DISTANCE OF 400 FEET;
THENCE EAST A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 2, ELIZABETH ADDITION TO THE CITY OF SEATTLE, SAID POINT BEING ON THE LINE BETWEEN THE EAST AND WEST HALVES OF LUTHER M. COLLINS DONATION LAND CLAIM NO. 46;
THENCE SOUTH $0^{\circ}16'05''$ WEST ALONG SAID LINE, A DISTANCE OF 466.4 FEET;
THENCE WEST 300 FEET;
THENCE NORTH $11^{\circ}56'$ EAST A DISTANCE OF 477.2 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID BLOCK 2, ELIZABETH ADDITION;
THENCE SOUTH $89^{\circ}56'$ EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 210 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH BEGINNING AT A POINT ON THE LINE BETWEEN THE EAST AND WEST HALVES OF LUTHER M. COLLINS DONATION LAND CLAIM NO. 46 IN SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, SAID POINT BEING 26.7 FEET NORTH OF THE INTERSECTION OF SAID LINE WITH THE MEANDER LINE OF THE DUWAMISH RIVER;
THENCE SOUTH $0^{\circ}16'05''$ WEST, A DISTANCE OF 26.7 FEET TO THE SAID MEANDER LINE;
THENCE ALONG SAID MEANDER LINE SOUTH $70^{\circ}50'35''$ WEST A DISTANCE OF 47.29 FEET;
THENCE CONTINUING ALONG SAID MEANDER LINE, SOUTH $46^{\circ}15'49''$ WEST, A DISTANCE OF 192.38 FEET;
THENCE CONTINUING ALONG SAID MEANDER LINE, SOUTH $52^{\circ}16'21''$ WEST, A DISTANCE OF 286.96 FEET;
THENCE CONTINUING ALONG SAID MEANDER LINE, SOUTH $33^{\circ}28'16''$ WEST, A DISTANCE OF 135 FEET, MORE OR LESS, TO AN INTERSECTION WITH A LINE DRAWN PARALLEL TO AND 250 FEET EASTERLY FROM THE EAST LINE OF ELLIS AVENUE;
THENCE NORTH $11^{\circ}56'$ EAST ALONG SAID LINE PARALLEL TO AND 250 FEET EASTERLY FROM THE EAST LINE OF ELLIS AVENUE, A DISTANCE OF 475

County Property Description

FEET, MORE OR LESS, TO A POINT WHICH BEARS DUE WEST FROM THE POINT OF BEGINNING;

THENCE EAST 382.7 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH BEGINNING AT A POINT ON THE EAST LINE OF ELLIS AVENUE NORTH 11°56' EAST A DISTANCE OF 203.2 FEET FROM THE POINT OF INTERSECTION OF SAID EAST LINE OF ELLIS AVENUE AND THE SOUTH LINE OF THE COLLINS DONATION LAND CLAIM NO. 46;
THENCE CONTINUING ALONG SAID EAST LINE OF ELLIS AVENUE NORTH 11°56' EAST A DISTANCE OF 339.7 FEET TO THE POINT OF INTERSECTION OF SAID EAST LINE WITH THE EXTENDED CENTER LINE OF WILLOW STREET, WHICH POINT IS SOUTH 77°44'15" EAST A DISTANCE OF 30 FEET FROM THE CITY MONUMENT LOCATED ON THE CENTER LINE OF ELLIS AVENUE;
THENCE SOUTH 77°44'15" EAST ALONG THE EXTENDED CENTER LINE OF WILLOW STREET, A DISTANCE OF 222 FEET TO A POINT OF INTERSECTION WITH THE MEANDER LINE OF THE OLD WATERWAY;
THENCE SOUTH 33°28'16" WEST A DISTANCE OF 68 FEET, MORE OR LESS, TO AN ANGLE POINT ON SAID MEANDER LINE;
THENCE SOUTH 14°26'16" WEST FOLLOWING SAID MEANDER LINE A DISTANCE OF 54.00 FEET TO AN ANGLE POINT ON SAID MEANDER LINE;
THENCE SOUTH 2°15'13" EAST A DISTANCE OF 162.02 FEET TO AN ANGLE POINT ON SAID MEANDER LINE;
THENCE SOUTH 87°0' WEST A DISTANCE OF 240 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH BEGINNING AT A POINT ON THE EAST LINE OF ELLIS AVENUE, WHICH POINT IS SOUTH 77°44'15" EAST A DISTANCE OF 30 FEET, FROM A CITY MONUMENT LOCATED AT THE POINT OF INTERSECTION OF THE CENTER LINES OF WILLOW STREET AND ELLIS AVENUE;
THENCE NORTH 11°56' EAST ALONG THE EAST LINE OF ELLIS AVENUE TO A POINT ON THE EAST LINE OF ELLIS AVENUE, 1216.9 FEET DISTANT FROM THE POINT OF INTERSECTION OF THE EAST LINE OF ELLIS AVENUE AND THE SOUTH LINE OF LUTHER M. COLLINS DONATION LAND CLAIM NO. 46;
THENCE NORTH 87° EAST A DISTANCE OF 252.8 FEET;
THENCE SOUTH 11°56' WEST, A DISTANCE OF 674.0 FEET, MORE OR LESS, TO THE MEANDER LINE OF DUWAMISH RIVER;
THENCE ALONG SAID MEANDER LINE SOUTH 33°28'16" WEST, A DISTANCE OF 68.0 FEET TO A POINT OF INTERSECTION OF SAID MEANDER LINE WITH THE CENTER LINE OF WILLOW STREET EXTENDED SOUTHEASTERLY;
THENCE ALONG SAID EXTENDED CENTER LINE OF WILLOW STREET, NORTH 77°44'15" WEST, A DISTANCE OF 222.0 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH BEGINNING AT A POINT ON THE EAST LINE OF ELLIS AVENUE IN THE CITY OF SEATTLE, WASHINGTON, SAID POINT BEING NORTH 11°56' EAST A DISTANCE OF 1216.9 FEET FROM THE INTERSECTION

County Property Description

OF SAID EAST LINE WITH THE SOUTH LINE OF LUTHER M. COLLINS
DONATION LAND CLAIM NO. 46;

THENCE NORTH 11°56' EAST ALONG SAID EAST LINE OF ELLIS AVENUE, A
DISTANCE OF 103.4 FEET;
THENCE NORTH 87° EAST, A DISTANCE OF 252.8 FEET;
THENCE SOUTH 11°56' WEST A DISTANCE OF 103.4 FEET;
THENCE SOUTH 87° WEST, A DISTANCE OF 252.8 FEET TO THE POINT OF
BEGINNING;

TOGETHER WITH BEGINNING AT A POINT ON THE EAST LINE OF ELLIS
AVENUE IN THE CITY OF SEATTLE, WASHINGTON, SAID POINT BEING
NORTH 11°56' EAST, A DISTANCE OF 1320.3 FEET FROM THE INTERSECTION
OF SAID EAST LINE WITH THE SOUTH LINE OF LUTHER M. COLLINS
DONATION CLAIM NO. 46; THENCE NORTH 11°56' EAST ALONG SAID EAST
LINE OF ELLIS AVENUE, A DISTANCE OF 578.8 FEET, MORE OR LESS, TO THE
SOUTH LINE OF BLOCK 2, ELIZABETH ADDITION;
THENCE SOUTH 89°56' EAST ALONG SAID SOUTH LINE OF BLOCK 2, A
DISTANCE OF 249.7 FEET;
THENCE SOUTH 11°56' EAST, A DISTANCE OF 574.8 FEET, MORE OR LESS, TO
A POINT WHICH BEARS NORTH 87 EAST FROM THE POINT OF BEGINNING;
THENCE SOUTH 87° WEST, A DISTANCE OF 252.8 FEET TO THE POINT OF
BEGINNING;

TOGETHER WITH THAT PORTION OF THE FILLED BED OF THE DUWAMISH
RIVER IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF
SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY,
WASHINGTON; EXCEPT THAT PORTION AS DESCRIBED IN RECORDING
NUMBERS 4114711 AND 5574276;

TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 13, LYING
NORTHEASTERLY OF EAST MARGINAL WAY SOUTH, IN SECTION 29,
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY,
WASHINGTON;
AND TOGETHER WITH GOVERNMENT LOTS 14 AND 15 IN SECTION 29,
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY,
WASHINGTON;

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN KING COUNTY, STATE OF WASHINGTON, LYING
WITHIN SECTIONS 28 AND 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.,
IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE QUARTER SECTION CORNER COMMON TO SAID
SECTIONS 28 AND 29;

County Property Description

THENCE SOUTH 0°49'24.5" WEST ALONG THE SECTION LINE COMMON TO SAID SECTIONS A DISTANCE OF 575.270 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 29°49'57" EAST 199.263 FEET;
THENCE SOUTH 60°10'03" WEST 464.000 FEET;
THENCE SOUTH 40°59'48" WEST 398.461 FEET TO THE NORTHEASTERLY MARGIN OF EAST MARGINAL WAY;
THENCE NORTH 49°00'12" WEST ALONG SAID NORTHEASTERLY MARGIN 492.927 FEET;
THENCE NORTH 40°59'48" EAST 569.836 FEET;
THENCE NORTH 29°49'57" WEST 483.376 FEET;
THENCE NORTH 60°10'03" EAST 187.056 FEET TO AN INTERSECTION WITH THE EAST AND WEST CENTERLINE OF SAID SECTION 29, SAID INTERSECTION LYING SOUTH 88°46'56" WEST 649.608 FEET FROM THE ABOVE SAID QUARTER SECTION CORNER;
THENCE CONTINUING NORTH 60°10'03" EAST 276.944 FEET;
THENCE SOUTH 29°49'57" EAST 151.087 FEET TO A SECOND INTERSECTION WITH THE AFORESAID EAST AND WEST CENTERLINE, SAID INTERSECTION LYING SOUTH 88°46'56" WEST 344.132 FEET FROM THE SAID QUARTER SECTION CORNER;
THENCE CONTINUING SOUTH 29°49'57" EAST 654.900 FEET TO THE TRUE POINT OF BEGINNING, WITH THE APPURTENANCES THERETO.

Original Easement Area

EXHIBIT B

Portions of the Northeast Quarter (NE1/4) of Section 29, Township 24 North, Range 4 East, W.M.; said portions being 10-foot strips of land lying 5 feet on each side of the two following described center lines:

- (1) Beginning on the easterly margin of Mable Street (now known as Ellis Avenue) at a point, herein designated as reference point (A), distant 25 feet southerly, measured along the easterly margin of Mable Street (now known as Ellis Avenue) from the production easterly of the center line of Monroe Street (now known as Warsaw Street) as shown on the map of Georgetown, according to plat thereof, recorded in Volume 6 of Plats, page 9, Records of said County; thence south 77°44'56" east parallel to and 25 feet southerly of the production easterly of the center line of Monroe Street (now known as Warsaw Street), as shown on the aforementioned map of Georgetown, a distance of 506.66 feet to a point, herein designated as reference point (B); thence continuing south 77°44'56" east from reference point (B) a distance of 15.41 feet to a point on the westerly margin of the alley in Block 3, Queen Addition Supplemental, according to plat thereof, recorded in Volume 10 of Plats, page 29, Records of said County, said last described point being the point of terminus of this description.
- (2) Beginning at the above designated reference point (B); thence south 50°11'56" east a distance of 87.55 feet to the point of terminus of this description, said last mentioned point being located on the northwesterly margin of Greely Street, as shown in Block 3, Queen Addition; Excepting therefrom that portion of said 10-foot strip of land that lies within the alley of said Block 3.

Containing 5,819 square feet +/-.

Chad Morrell
Att 1 Ex C - New Perpetual Easement Area
VI

New Perpetual Easement Area

EXHIBIT C

That portion of the Northeast Quarter (NE1/4) of Section 29, Township 24 North, Range 4 East, W.M., King County, Washington, being a strip of land 10 feet in width, lying 5.00 feet on each side of the following described centerlines:

Commencing at the Monument in Case at the intersection of Ellis Avenue South and South Warsaw Street, from which the Monument in Case at the intersection of Ellis Avenue South and South Willow Street bears S13°24'11"W, a distance of 1135.09 feet;

Thence S76°35'57"E along the centerline of said South Warsaw Street extended, a distance of 30.00 feet to the easterly margin of said Ellis Avenue South;

Thence S13°24'11"W along said easterly margin, a distance of 25.00 feet to the **Point of Beginning** of the herein described centerline;

Thence S76°35'57"E, a distance of 312.50 feet to a point hereinafter referred to as Point "A";

Thence S13°09'10"W, a distance of 156.62 feet to a point hereinafter referred to as Point "B";

Thence S77°06'12"E, a distance of 148.61 feet to a point hereinafter referred to as Point "C";

Thence S79°28'12"E, a distance of 92.17 feet to a point on the westerly margin of Tract A Extended, Plat of Queen Addition to the City of Seattle Supplemental, as filed in Volume 10 of Plats, at Page 29, Records of King County Recorder's Office, said point being the terminus of the herein described centerline;

Also Beginning at the aforementioned Point "A";

Thence S76°35'57"E, a distance of 20.50 feet to the terminus of the herein described centerline;

Also Beginning at the aforementioned Point "B";

Thence N76°08'16"W, a distance of 55.49 feet to the terminus of the herein described centerline;

Also Beginning at the aforementioned Point "B";

Thence S13°09'10"W, a distance of 17.00 feet to the terminus of the herein described centerline;

Also Beginning at the aforementioned Point "C";

Thence S52°33'33"E, a distance of 112.48 feet to a point on the westerly margin of Tract A, Plat of Queen Addition to the City of Seattle Supplemental, as filed in Volume 10 of Plats, at Page 29, Records of King County, Washington Recorder's Office, said point being the terminus of the herein described centerline;

The lateral limits shall be lengthened or shortened to conform to the easterly margin of Ellis Ave South, the west line of said Tract A and to each course of the herein described easement.

Total Easement Area: 8,893 square feet +/-.

