



SEATTLE CITY COUNCIL

Legislative Summary

CB 118744

Record No.: CB 118744

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125099

In Control: City Clerk

File Created: 06/27/2016

Final Action: 08/03/2016

Title: AN ORDINANCE relating to the City Light Department, declaring certain real property rights surplus to utility needs; authorizing the General Manager and Chief Executive Officer to enter into a five-party Reciprocal Easement Agreement with ELA, LLC; Echo Lake Senior Apartments; The Young Men's Christian Association of Greater Seattle; and the Ronald Wastewater District; authorizing the conveyance and acceptance of easements; and ratifying and confirming certain prior acts.

Notes: Date
Filed with City Clerk: 8/3/2016
Mayor's Signature: 8/3/2016
Sponsors: Sawant **Vetoed by Mayor:**
Veto Overridden:
Veto Sustained:

Attachments: Att 1 – Reciprocal Easement Agreement, Att 1 Ex A – The City Property, Att 1 Ex B – The ELA Property, Att 1 Ex C – The ELSA Property, Att 1 Ex D – The YMCA Property, Att 1 Ex E – Reciprocal Easements, New Access Road and Parking Spaces, Att 1 Ex F – The New Retaining Wall, Att 1 Ex G – The New Stairway Connecting New Access Road and Interurban Trail, Att 1 Ex H – The Easement Area on City Property, Att 1 Ex I – The Easement Area on ELA Property, Att 1 Ex J – The Easement Area on ELSA Property, Att 1 Ex K – The Easement Area on YMCA Property

Drafter: mary.davis@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published: Yes No

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	07/12/2016	Mayor's leg transmitted to Council	City Clerk			
	Action Text:		The Council Bill (CB) was Mayor's leg transmitted to Council. to the City Clerk				
	Notes:						
1	City Clerk	07/12/2016	sent for review	Council President's Office			
	Action Text:		The Council Bill (CB) was sent for review. to the Council President's Office				

- Notes:**
- 1 Council President's Office 07/15/2016 sent for review Energy and Environment Committee
Action Text: The Council Bill (CB) was sent for review. to the Energy and Environment Committee
Notes:
- 1 Full Council 07/25/2016 referred Energy and Environment Committee
- 1 Energy and Environment Committee 07/26/2016 pass Pass
Action Text: The Committee recommends that Full Council pass the Council Bill (CB).
Notes: A Public Hearing was held
In Favor: 2 Chair Sawant, Vice Chair Juarez
Opposed: 0
Absent(NV): 1 Member González
- 1 Full Council 08/01/2016 passed Pass
Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:
In Favor: 9 Councilmember Bagshaw, Councilmember Burgess, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant
Opposed: 0
- 1 City Clerk 08/02/2016 submitted for Mayor's signature Mayor
Action Text: The Council Bill (CB) was submitted for Mayor's signature. to the Mayor
Notes:
- 1 Mayor 08/03/2016 Signed
Action Text: The Council Bill (CB) was Signed.
Notes:
- 1 Mayor 08/03/2016 returned City Clerk
Action Text: The Council Bill (CB) was returned. to the City Clerk
Notes:
- 1 City Clerk 08/03/2016 attested by City Clerk
Action Text: The Ordinance (Ord) was attested by City Clerk.
Notes:
-

CITY OF SEATTLE

ORDINANCE 125099

COUNCIL BILL 118744

AN ORDINANCE relating to the City Light Department, declaring certain real property rights surplus to utility needs; authorizing the General Manager and Chief Executive Officer to enter into a five-party Reciprocal Easement Agreement with ELA, LLC; Echo Lake Senior Apartments; The Young Men's Christian Association of Greater Seattle; and the Ronald Wastewater District; authorizing the conveyance and acceptance of easements; and ratifying and confirming certain prior acts.

WHEREAS, ELA, LLC, Echo Lake Senior Apartments, and the Young Men's Christian

Association of Greater Seattle have developed a mixed-use project in Shoreline,

Washington, providing 489 units of affordable, market rate, and senior apartments, retail,

a family YMCA and child care center, and a restored wetland and natural area (the "Echo

Lake Village"); and

WHEREAS, a Seattle City Light transmission line right-of-way is adjacent to the Echo Lake

Village on the east; a portion of this transmission line is built on the elevated roadbed of

the former Seattle-to-Everett interurban railway; and City Light has historically

maintained this transmission line from an access roadway lying partially on the Echo

Lake Village property; and

WHEREAS, the Ronald Wastewater District operates a pump station to the north of the Echo

Lake Village and has historically used the City Light access roadway to reach the pump

station facility; and

WHEREAS, the Echo Lake Village development includes a new roadway accessible to City

Light and Ronald Wastewater District staff and vehicles, a new retaining wall on City

property which stabilizes the elevated roadbed of the former interurban railroad, and

1 provides public access to the Shoreline Interurban Trail and the new Echo Lake natural
2 area; and

3 WHEREAS, all of the foregoing improvements have been developed under temporary permits
4 granted by City Light and the parties now wish to exchange reciprocal easements to
5 formalize their mutual rights of access to and use of the roadway in perpetuity; NOW,
6 THEREFORE,

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

8 Section 1. Pursuant to the provisions of RCW 35.94.040 and after public hearing, certain
9 real property rights acquired for an electrical transmission corridor are no longer needed
10 exclusively for The City of Seattle's utility purposes, over, through, and upon the property
11 legally described in Exhibit A to Attachment 1 hereto ("The City of Seattle Property"), and are
12 declared surplus to City needs.

13 Section 2. The General Manager and Chief Executive Officer of the City Light
14 Department, or designee, is hereby authorized to enter a Reciprocal Easement Agreement,
15 granting an access easement over, through, and upon The City of Seattle Property to ELA, LLC;
16 Echo Lake Senior Apartments; The Young Men's Christian Association of Greater Seattle; and
17 the Ronald Wastewater District as grantees; and accepting access easements from ELA, LLC;
18 Echo Lake Senior Apartments; and The Young Men's Christian Association of Greater Seattle as
19 grantors, substantially in the form of the Reciprocal Easement Agreement attached hereto as
20 Attachment 1.

21 Section 3. The easements to be acquired by The City of Seattle as grantee in accordance
22 with Section 2 of this ordinance are placed under jurisdiction of the City Light Department.

1 Section 4. Any act consistent with the authority of this ordinance taken prior to its
2 effective date is hereby ratified and confirmed.

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 1st day of August, 2016,
5 and signed by me in open session in authentication of its passage this 1st day of
6 August, 2016.

7 

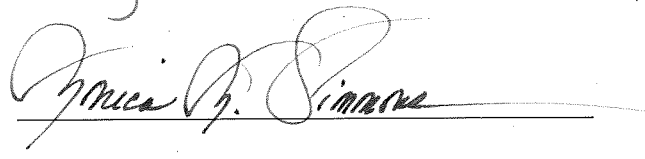
8 President _____ of the City Council

9 Approved by me this 3rd day of August, 2016.

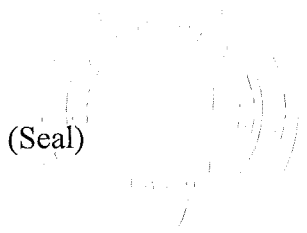
10 

11 Edward B. Murray, Mayor

12 Filed by me this 3rd day of August, 2016.

13 

14 Monica Martinez Simmons, City Clerk



Mary Davis
SCL Echo Lake Reciprocal Easement ORD
D1a

- 1 Attachments:
- 2 Attachment 1- Reciprocal Easement Agreement
- 3 Exhibit A – The City Property
- 4 Exhibit B – The ELA Property
- 5 Exhibit C – The ELSA Property
- 6 Exhibit D – The YMCA Property
- 7 Exhibit E – Reciprocal Easements, New Access Road and Parking Spaces
- 8 Exhibit F – The New Retaining Wall
- 9 Exhibit G – The New Stairway Connecting New Access Road and Interurban Trail
- 10 Exhibit H – The Easement Area on City Property
- 11 Exhibit I – The Easement Area on ELA Property
- 12 Exhibit J – The Easement Area on ELSA Property
- 13 Exhibit K – The Easement Area on YMCA Property

Attachment 1

After recording, return to:

Seattle City Light
Real Estate Services
700 Fifth Avenue, Suite 3200
P.O. Box 34023
Seattle, WA 98124-4023

RECIPROCAL EASEMENT AGREEMENT

Reference Nos.: 20060922000172
 Grantors: The City of Seattle; ELA, LLC;
 Echo Lake Senior Apartments, a condominium;
 The Young Men’s Christian Association of Greater Seattle
 Grantees: The City of Seattle; ELA, LLC;
 Echo Lake Senior Apartments, a condominium;
 The Young Men’s Christian Association of Greater Seattle;
 Ronald Wastewater District
 Legal Description (abbreviated): ... Ptn Lots 3 and 4 and Tract A, BSP No. SHBSP-201571,
 Recording No. 20060922000172, Vol 236 of Plats, pp 78-
 82; King County, WA; and
 Ptn Seattle-Everett Traction Co. ROW in NW¼ Sec. 6,
 T26N, R4E, W.M., in King Co., WA
 Assessor’s Tax Parcel Nos.: 1134700040, 1134700050, 2228000000, and Ptn
 0626409028
 Seattle City Light P.M. Nos.: 260406-4-303A

THIS RECIPROCAL EASEMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, _____, by and between THE CITY OF SEATTLE, a Washington municipal corporation, acting by and through its SEATTLE CITY LIGHT department (“CITY”); ELA, LLC, a Washington limited liability company (“ELA”); ECHO LAKE SENIOR APARTMENTS, a condominium (“ELSA”); THE YMCA OF GREATER SEATTLE, a Washington nonprofit corporation (“YMCA”); and RONALD WASTEWATER DISTRICT, a Washington special district (“DISTRICT”).

RECITALS:

WHEREAS, the CITY is the owner of certain real property located in King County, Washington, described in **Exhibit A** attached hereto and incorporated herein by reference (the “CITY Property”); and

WHEREAS, ELA is the owner of certain real property located in King County, Washington, described in **Exhibit B** attached hereto and incorporated herein by reference (the “ELA Property”); and

WHEREAS, ELSA is the owner of certain real property located in King County, Washington, described on **Exhibit C** attached hereto and incorporated herein by reference (the “ELSA Property”); and

WHEREAS, the YMCA is the owner of certain real property located in King County, Washington described on **Exhibit D** attached hereto and incorporated herein by reference (the “YMCA Property”); and

WHEREAS, ELA, ELSA,, and the YMCA have developed a mixed-use project in Shoreline, Washington, providing 489 units of affordable, market rate, and senior apartments, retail, a family YMCA and child care center, and a restored wetland and natural area (the “Echo Lake Village”); and

WHEREAS, as part of the Echo Lake Village, ELA has constructed a new access road, as shown on the drawing attached hereto as **Exhibit E** and incorporated herein by reference, which area is more fully described on **Exhibits H through K** attached hereto and incorporated herein by reference (the “Access Road” or “Easement Area”); and

WHEREAS, ELA has also constructed a new retaining wall (the “ Retaining Wall”) at the base of the elevated roadbed of the former interurban railroad, together with fencing and traffic control bollards, and a new stairway to connect the Access Road to the Interurban Trail (the “Stairway”), all on the CITY Property; the Retaining Wall, bollards, and fencing are shown on the drawing attached hereto as **Exhibit F** and incorporated herein by reference; the Stairway is shown on the drawing attached hereto as **Exhibit G** and incorporated herein by reference; and

WHEREAS the City owns and operates a transmission line corridor to the east and adjacent to the Echo Lake Village property and has historically used an access road through the south portion of said property to access its transmission corridor and facilities; and

WHEREAS, the DISTRICT operates a pump station facility to the north of and adjacent to the Echo Lake Village and has historically used the CITY’s transmission corridor access roadway to operate and maintain this facility; and

WHEREAS, the CITY, ELA, ELSA and the YMCA each desire to grant and receive a reciprocal easement for access, ingress, egress and use of the Access Road on the terms and conditions set forth herein; and

WHEREAS, ELA, ELSA, the CITY and the YMCA each desire to memorialize their understanding concerning the responsibility for construction, maintenance and use of the Access Road and the Retaining Wall; and

WHEREAS, ELA, ELSA, the CITY and the YMCA each desire to grant the DISTRICT an easement to use the Access Road for ingress and egress to the DISTRICT's pump station;

NOW, THEREFORE, in consideration of the foregoing recitals, and in further consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, the parties mutually covenant and agree as follows:

AGREEMENT:

1. Grant of Easement – CITY. The CITY hereby grants to ELA, ELSA, the YMCA, and the DISTRICT a perpetual non-exclusive easement for pedestrian and vehicular access, ingress, and egress over and upon a portion of the CITY Property; the area of the easement granted by the CITY is described in Exhibit H attached hereto and incorporated herein by reference.
2. Grant of Easement – ELA. ELA hereby grants to the CITY, ELSA, the YMCA, and the DISTRICT a perpetual non-exclusive easement for pedestrian and vehicular access, ingress, and egress over and upon a portion of the ELA Property; the area of the easement granted by the ELA is described in Exhibit I attached hereto and incorporated herein by reference.
3. Grant of Easement – ELSA. ELSA hereby grants to the CITY, ELA, the YMCA and the DISTRICT a perpetual non-exclusive easement for pedestrian and vehicular access, ingress and egress over and upon a portion of the ELSA Property; the area of the easement granted by the ELSA is described in Exhibit J attached hereto and incorporated herein by reference.
4. Grant of Easement – YMCA. The YMCA hereby grants to the CITY, ELA, ELSA, and the DISTRICT a perpetual non-exclusive easement for pedestrian and vehicular access, ingress, and egress over and upon a portion of the YMCA Property; the area of the easement granted by the YMCA is described in Exhibit K attached hereto and incorporated herein by reference.
5. Reciprocal Parking Easement between the CITY and ELA. In addition to the reciprocal easement granted for the Access Road, the CITY hereby grants to ELA a perpetual non-exclusive easement to use the CITY Property for parking spaces as depicted on that drawing entitled Echo Lake Mixed Use Village; dated August 2, 2007; by Bush, Roed & Hitchings, Inc.; drawing no. 2005145.03; on file in the real estate records of Seattle City Light.
6. Retaining Wall, Fence, and Stairway Easement. In addition to the reciprocal easement herein, the CITY hereby grants to ELA a perpetual, non-exclusive easement for the

placement, maintenance, and repair of a Retaining Wall and associated fence and bollards as shown on the drawing attached hereto as Exhibit F and incorporated herein by reference, and to the Stairway as shown on the drawing attached hereto as Exhibit G and incorporated herein by reference.

7. Non-Exclusive Easement. The reciprocal easements and other rights granted herein are not exclusive, and each of the parties to this Agreement reserves unto itself and to the future owners of its property the right to utilize that portion of the Easement Area on its property for such purposes as do not unreasonably endanger or interfere with the reciprocal easements and other rights granted herein. Each of the parties to this Agreement shall have the right to grant such other easements, rights or privileges to other persons and/or entities for use of that parties' property outside the Easement Area for such purposes as each party in its sole discretion may elect, so long as such purposes do not unreasonably endanger or interfere with the reciprocal easements and other rights granted herein. This section is not intended to allow any single party to this Agreement to grant any other person or entity an easement to use the Access Road.

8. Nature of Easement. The reciprocal easements and rights granted under the terms of this Agreement shall be appurtenant to and run with the land, shall be binding on and obligate all persons and/or entities having or acquiring any right, title, or interest in the land, and shall inure to the benefit of each owner, tenant, subtenant, agent, employee or invitee thereof.

9. Scope of Easement. The parties intend that the reciprocal easements granted herein are to allow for the construction and maintenance of the Access Road, for access to each party's property in the locations in existence at the time of this Agreement, and to allow the CITY to use the Access Road for the operation of vehicles and equipment necessary for the installation, maintenance, operation and repair of transmission lines and related uses on the CITY's property. Any additional, new or expanded use, including but not limited to driveways or access points from the Access Road to any party's property, will be deemed an expansion of the scope of the easements granted herein and will require the written approval of the parties hereto, which approval may be withheld in that party's discretion.

10. Maintenance of New Road, Bollards, Retaining Wall and Fence. At its sole cost and expense, ELA shall be responsible for maintaining the Access Road, bollards, Retaining Wall, and fence in a safe and good condition so that the parties may obtain the benefits of the reciprocal easements granted herein. Additionally, ELA acknowledges that the CITY's willingness to allow the construction of the Access Road on the CITY Property was conditioned upon the Access Road meeting the CITY's heavy vehicle loading requirements, and ELA agrees to maintain the Access Road in a manner that continues to meet the City's heavy vehicle loading requirements. Each party shall refrain from causing any damage to the Access Road, the Retaining Wall, and/or the reciprocal easements granted herein, other than ordinary wear and tear consistent with the use rights granted, and each party shall immediately repair any damage caused by that party or its agents, employees, contractors, vendors or other invitees, at that party's sole cost and expense.

11. No interference with Utility Use. Each party acknowledges that the CITY needs large vehicle access on the Access Road at all times in order for the CITY to operate and

maintain its utility facilities on the CITY Property, and that obstructions on the Access Road will interfere with utility use. As a result, dumpsters, recycling bins, structures, parked vehicles and obstructions are prohibited on the Access Road. Additionally, the CITY may temporarily close the Access Road or areas of the Parking Easement as necessary for maintenance and repair of the CITY's facilities.

12. Property Taxes/Insurance. Each party to this Agreement shall continue to be responsible for and pay (or cause to be paid) all insurance and taxes, including, without limitation, real estate taxes and special assessments, applicable to each party's property, regardless of the reciprocal easements and interests granted or created by this Agreement.

13. Liability Insurance. Each party to this Agreement shall maintain a policy of general liability insurance ("Liability Insurance") with adequate single and combined liability limits in force at all times, insuring all activities, conditions, operations and usage on or about each party's property within the Easement Area that is burdened by the reciprocal easements granted herein. Such Liability Insurance shall be issued by insurance companies with a reliable general policyholder's rating and financial rating, and qualified to do business in the State of Washington. Each party shall, upon request of any other party, provide evidence of Liability Insurance coverage in accordance with this section. The parties recognize that the CITY is self-insured, and the parties accept the CITY's program of self-insurance as compliant with the requirements in this paragraph.

14. Indemnification.

14.1 Indemnification Obligation Regarding Construction and Maintenance of New Road, Parking Area, and Retaining Wall. ELA hereby agrees to defend, indemnify and hold harmless each party to this Agreement, including each party's successors, assigns, officers, employees and agents, from and against all claims, damages, losses and expenses, including reasonable attorney's fees and costs, arising out of the construction or maintenance of the New Access Road, parking area, fence and the New Retaining Wall. However, in compliance with RCW 4.24.115 as in effect on the date of this Agreement, ELA's obligation to defend and indemnify the parties against liability for damages arising out of bodily injury to persons or damage to property relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, road, or other structure, project, development, or improvement attached to real estate (i) shall not apply to damages caused by or resulting from the sole negligence of any other party to this Agreement, its agents or employees. ELA's indemnification obligation in this paragraph for liability caused by or resulting from the concurrent negligence of (a) any other party or its agents or employees, and (b) ELA or ELA's agents or employees, shall apply only to the extent of ELA's negligence.

14.2 General Indemnification Obligation. Each party to this Agreement, and each of their successors and assigns, shall indemnify and hold the other parties to this Agreement and their respective successors, assigns, agents, and employees harmless from and against all claims, damages, losses and expenses, including reasonable attorney fees and costs, arising out of or resulting from the use of the Easement Area or the reciprocal easements granted herein, provided and to the extent that any such claim, damage, loss or expense is caused in whole or in

part by any intentional act, negligent act or omission, or breach of this Agreement by that party or its agents, contractors, subcontractors, vendors or employees.

15. General Provisions.

15.1 Entire Agreement. This Agreement (including the attached Exhibits) constitutes the entire agreement and understanding between the parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof, including the Permit. This Agreement may only be modified or amended by a written instrument executed by the parties hereof.

15.2 Headings. The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

15.3 Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent of the law.

15.4 Waiver. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

15.5 Successors and Assigns. Each covenant and condition contained in this Agreement shall inure to the benefit of and be binding on the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns, except as otherwise provided herein.

15.6 Recording. This Reciprocal Easement Agreement shall be recorded in the Recorder's Office for King County, Washington.

15.7 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction and venue will be King County Superior Court for any dispute relating to the Easement Area or any dispute arising under this Agreement.

15.8 Remedies. In addition to all other remedies allowed by law or equity, the parties, their successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this Agreement.

15.9 No Partnership/Joint Venture. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties or their respective businesses, nor shall it cause them to be considered joint venturers or members of any

joint enterprise. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so in this Agreement.

15.10 Breach. It is expressly agreed that no breach of this Agreement shall entitle any party to unilaterally cancel, rescind or otherwise terminate this Agreement or the property rights granted herein. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder or under applicable law or equity by reason of any such breach, including any party's right to seek judicial termination or rescission.

15.11 Counterparts. This Agreement may be executed in two or more duplicate counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

15.12. Mutually Negotiated Agreement. By signature hereunder, each party acknowledges that this Agreement was mutually negotiated and that each party had the opportunity to participate in drafting. As a result, this Agreement will not be construed against any party based upon drafting.

BY: THE CITY OF SEATTLE

a municipal corporation of the state of Washington, acting by and through its
SEATTLE CITY LIGHT DEPARTMENT

By: _____

Its: _____

STATE OF WASHINGTON)
) :ss
County of _____)

On this _____ day of _____, _____, before me personally appeared _____
_____, to me known to be the _____
of the CITY LIGHT DEPARTMENT of the CITY OF SEATTLE, the municipal corporation that

Att 1 – Reciprocal Easement Agreement
V1

executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said municipal 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year this certificate first above written.

(Notary Public) (Signature)

(Print Name)

My commission expires: _____

(Seal or Stamp)

BY: ELA, LLC
a Washington limited liability company

By: _____

Its: _____

STATE OF WASHINGTON)
) :ss
County of _____)

On this ____ day of _____, _____, before me personally appeared _____
_____, to me known to be the _____
of ELA, LLC, the limited liability company that executed the foregoing instrument, and acknowledged
the said instrument to be the free and voluntary act of said company, for the uses and purposes therein
mentioned, and on oath stated that _____ was authorized to execute the said instrument on behalf of
said company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year this certificate first above
written.

Notary Public (Signature)

(Print Name)

My commission expires: _____

(Seal or Stamp)

BY: THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF GREATER SEATTLE
a Washington nonprofit corporation

By: _____

Its: _____

STATE OF WASHINGTON)
) :ss
County of _____)

On this ____ day of _____, _____, before me personally appeared _____
_____, to me known to be the _____
of THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF GREATER SEATTLE, the nonprofit
corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free
and voluntary act of said municipal 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year this certificate first above
written.

Notary Public (Signature)

(Print Name)

My commission expires: _____

(Seal or Stamp)

BY: RONALD SEWER DISTRICT
a Washington special purpose district

By: _____

Its: _____

STATE OF WASHINGTON)
)
: ss
County of _____)

On this _____ day of _____, _____, before me personally appeared _____
_____, to me known to be the _____
of the RONALD WASTEWATER DISTRICT, the special purpose district that executed the foregoing
instrument, and acknowledged the said instrument to be the free and voluntary act of said special purpose
district, for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to
execute the said instrument on behalf of said district.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year this certificate first above
written.

Notary Public (Signature)

(Print Name)

My commission expires: _____

(Seal or Stamp)

Exhibit A

The CITY Property

A STRIP OF LAND OFF THE EAST SIDE OF LOTS 2 AND 3, FIRST DIVISION OF ECHO LAKE GARDEN TRACTS IN SECTION 6, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., BEING ALL OF SAID LOTS WHICH LIE BETWEEN THE ABOVE DESCRIBED RIGHT-OF-WAY AND A LINE 50 FEET WEST OF AND PARALLEL TO A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 389 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT;
THENCE ON A COURSE SOUTH 14°18' WEST 388.8 FEET;
THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1910.1 FEET, 543.3 FEET;
THENCE ON A COURSE SOUTH 30°36' WEST 447.9 FEET;
THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 1910.1 FEET, 1013.9 FEET, MORE OR LESS, TO A POINT ON THE CENTER LINE OF THE RIGHT-OF-WAY OF THE FORMER PACIFIC NORTHWEST TRACTION COMPANY.

Tax Account No.: Portion of 062604-9028

The legal description above from the Special Warranty Deed, from Puget Sound Power & Light Company as grantor, to the City of Seattle as grantee, dated March 5, 1951, and recorded in Volume 260 of Deeds, pages 167 and 206, and in Volume 3028 of Deeds, pages 461 and 500, records of King County, Washington.

Exhibit B

The ELA Property

LOT 4, CITY OF SHORELINE BINDING SITE PLAN NO. SHBSP-201571, RECORDED UNDER RECORDING NUMBER 20060922000172, IN VOLUME 236 OF PLATS, PAGES 78 THROUGH 82, IN KING COUNTY, WASHINGTON.

Tax Account No. 113470-0040

Exhibit C

The ELSA Property

LOT 3, CITY OF SHORELINE BINDING SITE PLAN NO. SHBSP-201571, RECORDED
UNDER RECORDING NUMBER 20060922000172, IN VOLUME 236 OF PLATS, PAGES 78
THROUGH 82, IN KING COUNTY, WASHINGTON.

Tax Account No. 222800-000

Exhibit D

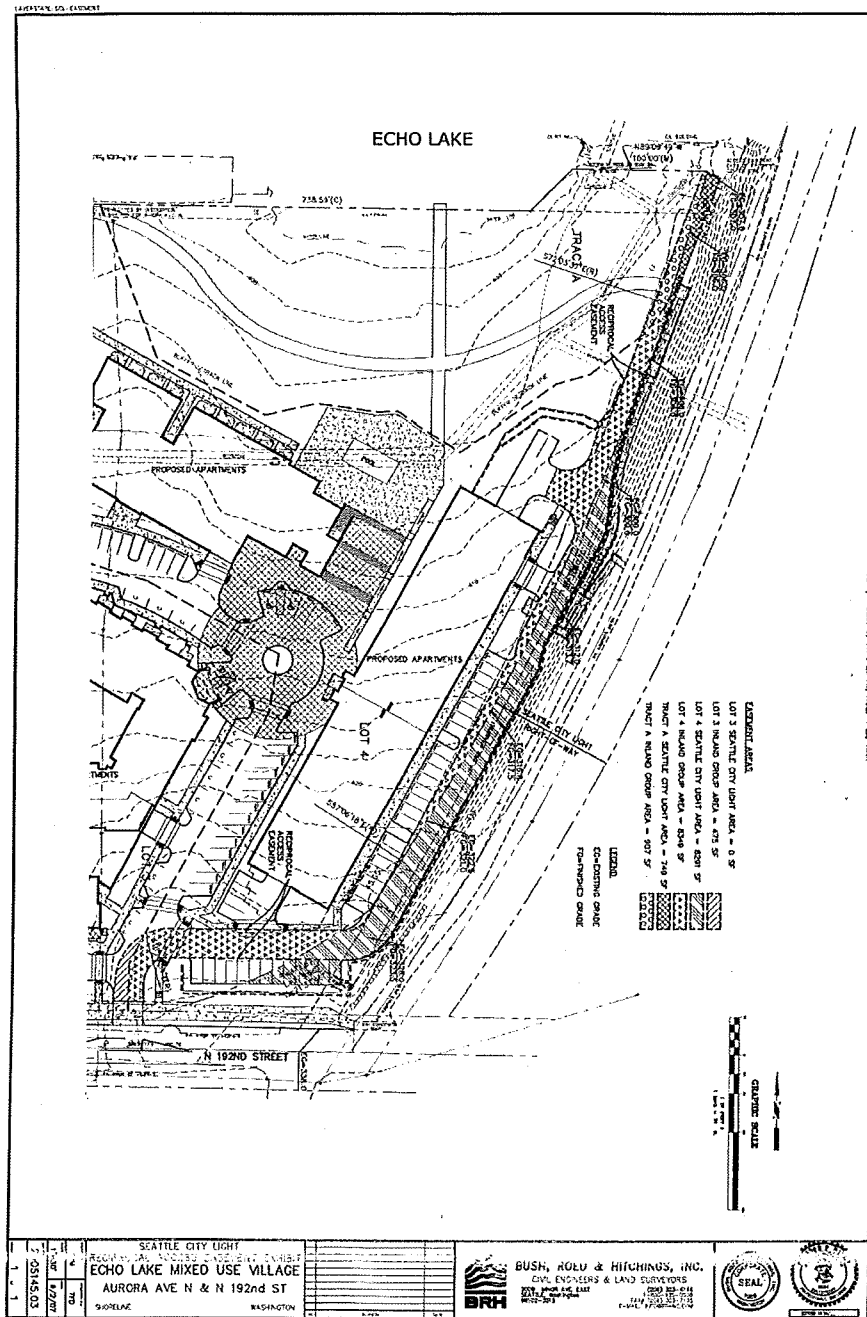
The YMCA Property

TRACT A, CITY OF SHORELINE BINDING SITE PLAN NO. SHBSP-201571, RECORDED UNDER RECORDING NUMBER 20060922000172, IN VOLUME 236 OF PLATS, PAGES 78 THROUGH 82, IN KING COUNTY, WASHINGTON.

Tax Account No. 113470-0050

Exhibit E

Reciprocal Easements, New Access Road and Parking Spaces



SEATTLE CITY LIGHT		ECHO LAKE MIXED USE VILLAGE		BUSH, ROGU & HITCHINGS, INC.	
AURORA AVE N & N 192nd ST		AURORA AVE N & N 192nd ST		CIVIL ENGINEERS & LAND SURVEYORS	
SIEMENS		WASHINGTON		2700 24th Ave NE	
				REDUNDANT	
				FAX: 206.734.8243	
				WWW.BRH-SEATTLE.COM	

BRH BUSH, ROGU & HITCHINGS, INC.

SEAL

Exhibit F
The New Retaining Wall

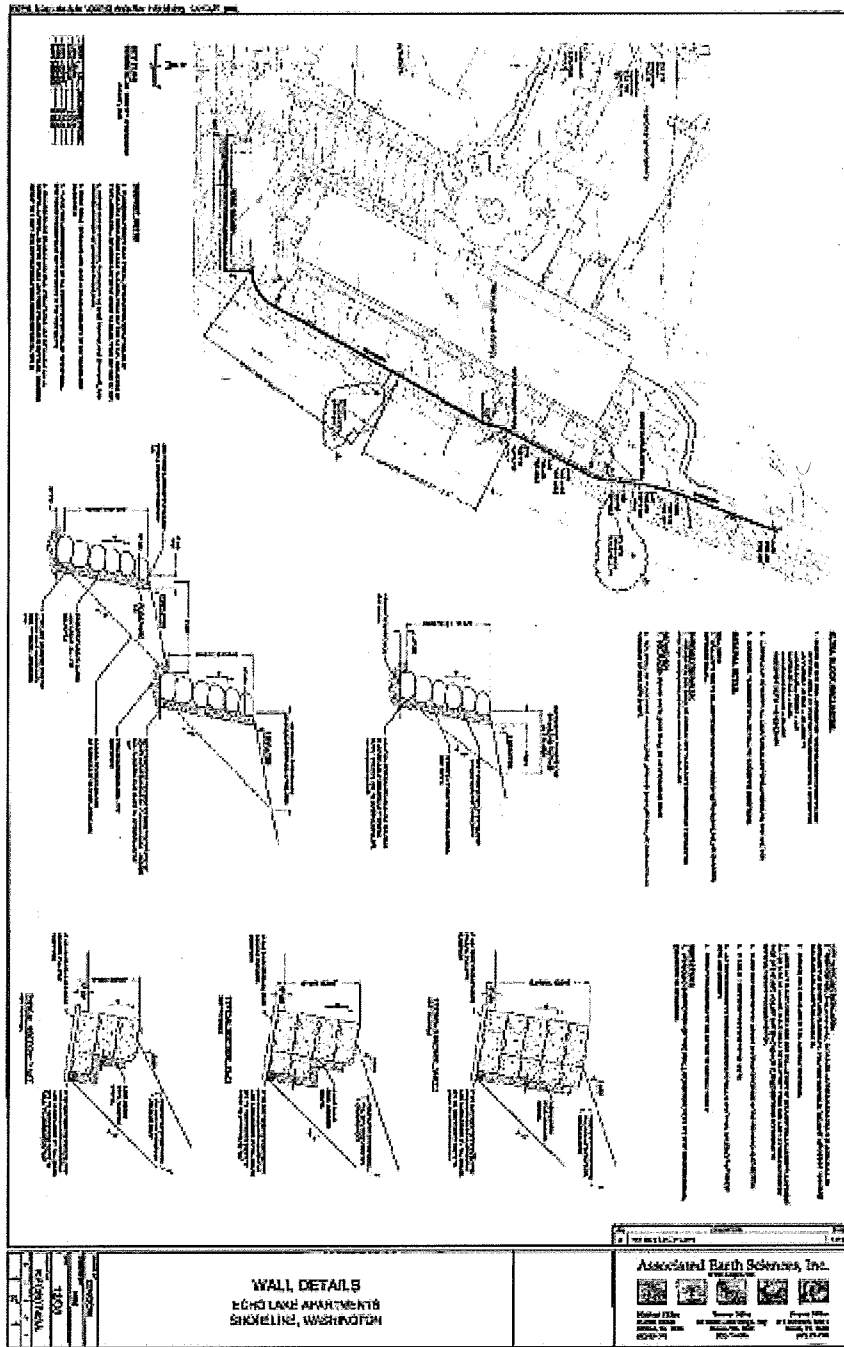


Exhibit G

The New Stairway
Connecting New Access Road and Interurban Trail



Exhibit H

The Easement Area on City Property

RECIPROCAL PUBLIC ACCESS EASEMENT DESCRIPTION
(SEATTLE-EVERETT TRACTION COMPANY RIGHT-OF-WAY)

THAT PORTION OF SEATTLE-EVERETT TRACTION COMPANY RIGHT-OF-WAY LYING IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, CITY OF SHORELINE BINDING SITE PLAN NO. SHBSP-201571, RECORDED IN VOLUME 236, PAGES 078 THROUGH 082, UNDER RECORDING NUMBER 20060922000172, IN KING COUNTY, WASHINGTON;
THENCE SOUTH 89°09'38" EAST ALONG THE SOUTH LINE OF SAID LOT 4, 31.40 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY MARGIN OF SAID SEATTLE-EVERETT TRACTION COMPANY;
SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 471.67 FEET, A CENTRAL ANGLE OF 13°06'42", AND TO WHICH A RADIAL LINE BEARS SOUTH 16°18'54" EAST;
THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY MARGIN AND CURVE AN ARC DISTANCE OF 107.94 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING AN ARC DISTANCE OF 43.02 FEET ALONG SAID CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 471.67 FEET, A CENTRAL ANGLE OF 05°13'32", AND TO WHICH A RADIAL LINE BEARS SOUTH 29°25'38" EAST;
THENCE SOUTH 89°42'18" EAST 4.07 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 17.00 FEET AND A CENTRAL ANGLE OF 58°20'48";
THENCE NORTHEASTERLY AND NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 17.31 FEET;
THENCE NORTH 29°00'20" EAST 24.18 FEET TO THE WESTERLY RIGHT-OF-WAY MARGIN OF SAID SEATTLE-EVERETT TRACTION COMPANY;
THENCE NORTH 32°53'42" EAST ALONG SAID RIGHT-OF-WAY MARGIN 30.06 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1860.10 FEET, AND A CENTRAL ANGLE OF 16°18'00";
THENCE NORTHEASTERLY ALONG SAID CURVE AND RIGHT-OF-WAY MARGIN AN ARC DISTANCE OF 529.18 FEET;

THENCE NORTH 16°35'42" EAST ALONG SAID RIGHT-OF-WAY MARGIN 63.74 FEET;
THENCE SOUTH 69°18'51" EAST 10.99 FEET;

THENCE SOUTH 20°41'47" WEST 89.63 FEET;
THENCE SOUTH 20°57'39" WEST 45.87 FEET;
THENCE SOUTH 21°10'43" WEST 17.30 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 234.63 FEET, A CENTRAL ANGLE OF 07°39'14", AND TO WHICH A RADIAL LINE BEARS NORTH 68°36'37" WEST;
THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 31.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 233.77 FEET, A CENTRAL ANGLE OF 11°24'19", AND TO WHICH A RADIAL LINE BEARS NORTH 76°14'28" WEST;
THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 46.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 26°38'20", AND FROM WHICH A RADIAL LINE BEARS SOUTH 87°38'20" EAST;
THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 23.25 FEET;
THENCE SOUTH 29°00'00" WEST 89.55 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 10.00 FEET, AND A CENTRAL ANGLE OF 16°35'57";
THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 2.90 FEET;
THENCE SOUTH 12°22'09" WEST 17.99 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 10.00 FEET, AND A CENTRAL ANGLE OF 16°37'51";
THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 2.90 FEET;
THENCE SOUTH 29°00'00" WEST 233.59 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 40.00 FEET, AND A CENTRAL ANGLE OF 61°17'42";
THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 42.79 FEET;
THENCE NORTH 89°42'18" WEST 40.40 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 9,040 SQUARE FEET, OR 0.2075 ACRES, MORE OR LESS.

SITUTATE IN THE CITY OF SHORELINE, KING COUNTY, WASHINGTON.

The original of the legal description above bears the professional stamp and notations by:

The Inland Group Johann G. Wasserman, P.L.S. BRH Job No. 2005145.09 November 6, 2006 Revised July 27, 2007	Bush, Roed & Hitchings, Inc. 2009 Minor Avenue East Seattle, WA 98102 (206) 323-4144
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Exhibit I

The Easement Area on ELA Property

RECIPROCAL PUBLIC ACCESS EASEMENT DESCRIPTION
(LOT 4, BSP SHBSP-201571)

THAT PORTION OF LOT 4, CITY OF SHORELINE BINDING SITE PLAN NO. SHBSP-201571, RECORDED IN VOLUME 236, PAGES 078 THROUGH 082, UNDER RECORDING NUMBER 20060922000172, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE SOUTH 89°09'38" EAST ALONG THE SOUTH LINE OF SAID LOT 4, 12.00 FEET;
THENCE NORTH 00°25'10" EAST, 22.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 20.00 FEET, AND A CENTRAL ANGLE OF 89°52'32";
THENCE NORTHEASTERLY AND EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 31.37 FEET;
THENCE SOUTH 89°42'18" EAST 98.37 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY MARGIN OF THE SEATTLE-EVERETT TRACTION COMPANY; SAID POINT LYING ON A NON-TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 471.67 FEET, A CENTRAL ANGLE OF 05°13'32", AND TO WHICH A RADIAL LINE BEARS SOUTH 29°25'38" EAST;
THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY MARGIN AND CURVE AN ARC DISTANCE OF 43.02 FEET;
THENCE NORTH 89°42'18" WEST 134.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 43.00 FEET, A CENTRAL ANGLE OF 27°11'39", AND TO WHICH A RADIAL LINE BEARS NORTH 00°17'42" EAST;
THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 20.41 FEET TO THE WEST LINE OF SAID LOT 4;
THENCE SOUTH 29°00'00" WEST 25.64 FEET;
THENCE SOUTH 00°25'10" WEST 37.83 FEET TO THE POINT OF BEGINNING;

EXCEPT THE SOUTH 7.50 FEET THEREOF DEDICATED TO THE CITY OF SHORELINE FOR RIGHT-OF-WAY PURPOSES.

TOGETHER WITH THAT PORTION OF SAID LOT 4, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE SOUTH 89°09'38" EAST ALONG THE SOUTH LINE OF SAID LOT 4, 31.40 FEET, TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY MARGIN OF SAID SEATTLE-EVERETT TRACTION COMPANY;
SAID POINT BEING THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 471.67 FEET, A CENTRAL ANGLE OF 21°37'46", AND TO WHICH A RADIAL LINE BEARS SOUTH 16°18'54" EAST;
THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY MARGIN AND CURVE AN ARC DISTANCE OF 178.06 FEET;
THENCE NORTH 32°53'42" EAST ALONG SAID RIGHT-OF-WAY MARGIN 15.90 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 29°00'20" EAST 209.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 63°59'15", AND FROM WHICH A RADIAL LINE BEARS SOUTH 13°36'42" EAST;
THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.58 FEET;
THENCE NORTH 12°20'57" EAST 10.56 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 30.00 FEET, AND A CENTRAL ANGLE OF 16°35'57";
THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 8.69 FEET;
THENCE NORTH 29°00'58" EAST 80.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND FROM WHICH A RADIAL LINE BEARS SOUTH 61°00'00" EAST;
THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 31.42 FEET;
THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 31.42 FEET;
THENCE NORTH 61°00'00" WEST 16.54 FEET;
THENCE NORTH 23°49'19" EAST 24.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 100°04'49" AND TO WHICH A RADIAL LINE BEARS SOUTH 23°49'09" WEST;
THENCE NORTHEASTERLY AND NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 34.93 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 254.63 FEET, A CENTRAL ANGLE OF 03°38'01", AND TO WHICH A RADIAL LINE BEARS NORTH 76°15'51" WEST;
THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 16.15 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 20.00 FEET, AND A CENTRAL ANGLE OF 33°56'25";
THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 11.85 FEET TO THE BEGINNING OF A REVERSED CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 20.00 FEET, AND A CENTRAL ANGLE OF 31°15'52";
THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 10.91 FEET;
THENCE NORTH 20°03'26" EAST 13.28 FEET;
THENCE NORTH 21°10'59" EAST 46.26 FEET TO THE NORTHERLY LINE OF SAID LOT 4;
THENCE NORTH 53°38'26" EAST ALONG SAID NORTHERLY LINE 4.06 FEET;

Att 1 Ex I – The Easement Area on ELA Property
Via

THENCE NORTH 36°52'46" EAST ALONG SAID NORTHERLY LINE 29.46 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID SEATTLE-EVERETT TRACTION COMPANY, AND TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1850.10 FEET, A CENTRAL ANGLE OF 14°57'19", AND TO WHICH A RADIAL LINE BEARS SOUTH 72°03'37" EAST;

THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY MARGIN AND CURVE AN ARC DISTANCE OF 485.52 FEET;

THENCE SOUTH 32°53'42" WEST ALONG SAID WESTERLY RIGHT-OF-WAY MARGIN 30.06 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 8,349 SQUARE FEET, OR 0.1917 ACRES, MORE OR LESS.

SITUATE IN THE CITY OF SHORELINE, KING COUNTY, WASHINGTON.

The original of the legal description above bears the professional stamp and notations by:

The Inland Group Johann G. Wasserman, P.L.S. BRH Job No. 2005145.09 November 6, 2006 Revised July 27, 2007	Bush, Roed & Hitchings, Inc. 2009 Minor Avenue East Seattle, WA 98102 (206) 323-4144
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Exhibit J

The Easement Area on ELSA Property

RECIPROCAL PUBLIC ACCESS EASEMENT DESCRIPTION
(LOT 3, BSP SHBSP-201571)

THAT PORTION OF LOT 3, CITY OF SHORELINE BINDING SITE PLAN NO. SHBSP-201571, RECORDED IN VOLUME 236, PAGES 078 THROUGH 082, UNDER RECORDING NUMBER 20060922000172, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3;
THENCE NORTH 89°09'38" WEST ALONG THE SOUTH LINE OF SAID LOT 3, 12.00 FEET;
THENCE NORTH 00°25'10" EAST 13.75 FEET;
THENCE NORTH 07°17'05" EAST 8.37 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 43.00 FEET, A CENTRAL ANGLE OF 62°40'53", AND TO WHICH A RADIAL LINE BEARS NORTH 89°34'50" WEST;
THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 47.04 FEET TO THE EAST LINE OF SAID LOT 3;
THENCE SOUTH 29°00'00" WEST 25.64 FEET;
THENCE SOUTH 00°25'10" WEST 37.83 FEET TO THE POINT OF BEGINNING;

EXCEPT THE SOUTH 7.50 FEET THEREOF DEDICATED TO THE CITY OF SHORELINE FOR RIGHT-OF-WAY PURPOSES.

CONTAINING AN AREA OF 475 SQUARE FEET, OR 0.0109 ACRES, MORE OR LESS.

SITUATE IN THE CITY OF SHORELINE, KING COUNTY, WASHINGTON.

The original of the legal description above bears the professional stamp and notations by:

The Inland Group Johann G. Wasserman, P.L.S. BRH Job No. 2005145.09 November 6, 2006 Revised July 27, 2007	Bush, Roed & Hitchings, Inc. 2009 Minor Avenue East Seattle, WA 98102 (206) 323-4144
--	---

Exhibit K

The Easement Area on YMCA Property

RECIPROCAL PUBLIC ACCESS EASEMENT DESCRIPTION
(TRACT A, BSP SHBSP-201571)

THAT PORTION OF TRACT A, CITY OF SHORELINE BINDING SITE PLAN NO. SHBSP-201571, RECORDED IN VOLUME 236, PAGES 078 THROUGH 082, UNDER RECORDING NUMBER 20060922000172, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT A;
THENCE SOUTH 16°35'42" WEST ALONG THE WESTERLY MARGIN OF THE SEATTLE-EVERETT TRACTION COMPANY, 1.16 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 69°18'51" WEST ALONG THE NORTH LINE OF SAID TRACT A, 3.01 FEET;
THENCE SOUTH 20°41'47" WEST 89.59 FEET;
THENCE SOUTH 20°57'39" WEST 45.81 FEET;
THENCE SOUTH 21°10'59" WEST 03.45 FEET TO THE SOUTHERLY LINE OF SAID TRACT A;
THENCE NORTH 53°38'26" ALONG SAID SOUTHERLY LINE 04.06 FEET;
THENCE NORTH 36°52'46" ALONG SAID SOUTHERLY LINE 29.46 FEET TO THE WESTERLY RIGHT-OF-WAY MARGIN OF THE SEATTLE-EVERETT TRACTION COMPANY, AND TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1860.10 FEET, A CENTRAL ANGLE OF 01°20'41", AND TO WHICH A RADIAL LINE BEARS SOUTH 72°03'37" EAST;
THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY MARGIN AND CURVE AN ARC DISTANCE OF 43.66 FEET;
THENCE NORTH 16°35'42" EAST ALONG SAID WESTERLY RIGHT-OF-WAY MARGIN 63.74 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 907 SQUARE FEET, OR 0.0208 ACRES, MORE OR LESS.

SITUATE IN THE CITY OF SHORELINE, KING COUNTY, WASHINGTON.

The original of the legal description above bears the professional stamp and notations by:

The Inland Group Johann G. Wasserman, P.L.S.	Bush, Roed & Hitchings, Inc. 2009 Minor Avenue East
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Att 1 Ex K – The Easement Area on YMCA Property
VI

BRH Job No. 2005145.09 November 6, 2006 Revised July 27, 2007	Seattle, WA 98102 (206) 323-4144
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SUMMARY and FISCAL NOTE*

Department:	Contact Person/Phone:	Executive Contact/Phone:
Seattle City Light	Lynn Best / 386-4586	Greg Shiring / 386-4085

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to the City Light Department, declaring certain real property rights surplus to utility needs; authorizing the General Manager and Chief Executive Officer to enter into a five-party Reciprocal Easement Agreement with ELA, LLC; Echo Lake Senior Apartments; The Young Men’s Christian Association of Greater Seattle; and the Ronald Wastewater District; authorizing the conveyance and acceptance of easements; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation: This legislation will declare as surplus and authorize City Light to grant an access easement to the abutting owners in the Echo Lake Village, and to the Ronald Wastewater District, in Shoreline, Washington. The abutting owners will grant access easements to City Light.

The Inland Group of Spokane has developed the mixed-use Echo Lake Village in Shoreline, Washington, providing 489 units of affordable, market rate, and senior apartments and condominiums, retail, a family YMCA and child care center, and a restored wetland and natural area.

A City Light transmission line right-of-way is adjacent to the Echo Lake Village property on the east; a portion of this transmission line is built on the elevated roadbed of the former Seattle to Everett inter-urban railroad; and City Light has historically maintained this transmission line from an access roadway lying partially on the Echo Lake Village property.

The Ronald Wastewater District operates a pump station to the north of the Echo Lake Village and has historically used the City Light access roadway to operate and maintain this equipment.

The development of the Echo Lake Village has included a new roadway that can be used by City Light staff and vehicles to access the transmission corridor right-of-way and by Ronald Sewer District staff and vehicles to access the wastewater pump station, new retaining wall which stabilizes the elevated roadbed of the former interurban railroad, and a new stairway which provides public access to the Shoreline Interurban Trail and the new Echo Lake natural area.

All of these improvements were developed under temporary permits granted by City Light. This legislation will authorize permanent reciprocal easements to formalize the parties’ mutual rights of access in perpetuity.

2. CAPITAL IMPROVEMENT PROGRAM

___ This legislation creates, funds, or amends a CIP Project.

3. SUMMARY OF FINANCIAL IMPLICATIONS

This legislation does not have direct financial implications.

3.a. Appropriations

This legislation adds, changes, or deletes appropriations.

3.b. Revenues/Reimbursements

This legislation adds, changes, or deletes revenues or reimbursements.

3.c. Positions

This legislation adds, changes, or deletes positions.

4. OTHER IMPLICATIONS

- a) **Does the legislation have indirect or long-term financial impacts to the City of Seattle that are not reflected in the above?**
No.
- b) **Is there financial cost or other impacts of not implementing the legislation?**
No.
- c) **Does this legislation affect any departments besides the originating department?**
No.
- d) **Is a public hearing required for this legislation?**
Yes. A public hearing is required pursuant to RCW 35.94.040.
- e) **Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?**
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. A map of Echo Lake Village showing the easements to be granted and received by each party is shown as Exhibit E to Attachment 1 to the proposed ordinance.
- h) **Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities?**
No.
- i) **If this legislation includes a new initiative or a major programmatic expansion:**

Mary Davis
SCL Echo Lake Reciprocal Easement SUM
DI

What are the long-term and measurable goals of the program? Please describe how this legislation would help achieve the program's desired goals.

N/A

j) Other Issues:

None.

List attachments/exhibits below:

None.