

The City of Seattle
Ordinance 127446
Council Bill 121204

An ordinance relating to the City Light Department; authorizing the General Manager and Chief Executive Officer to grant an easement over a portion of fee owned property to Puget Sound Energy; and accepting payment of the fair market value for the easement.

Recitals:

WHEREAS, the City Light Department (City Light) operates a public power system for The City of Seattle and surrounding communities, including fee owned transmission corridor through the City of Bellevue.

WHEREAS, City Light owns property abutting 3105 125th Ave SE Bellevue, WA 98005, identified as King County Parcel Number 092405-9143, which is used as part of the electric transmission corridor through a portion of the City of Bellevue, as legally described in Attachment 1 to this ordinance.

WHEREAS, City Light acquired the property from King County, Washington on February 7, 1950.

WHEREAS, City Light and T-Mobile are party to a Wireless Communications Site Agreement (identified as 240509-2-602), which provided for the construction and operation of an unmanned telecommunications facility on City Light fee owned

property, originally executed August 9, 2002, and last extended for a five-year period on October 30, 2022.

WHEREAS, T-Mobile wishes to upgrades its facilities, including the addition of a gas-powered generator, and Puget Sound Energy and T-Mobile agree that Puget Sound Energy shall improve the easement area of 900 square feet as described in Attachment 2, Exhibit A to provide an underground gas line to serve the T-Mobile telecommunications facility.

WHEREAS, Puget Sound Energy wishes to purchase the necessary easement rights from City Light and City Light wishes to sell the necessary rights and grant an easement to Puget Sound Energy for the sum of \$6,800, which represents fair market value of the easement rights. Therefore,

Be it ordained by The City of Seattle as follows:

Section 1. Certain property rights associated with City Light property are no longer needed for City Light's utility purposes and are approved for sale at fair market value.

Section 2. The General Manager and Chief Executive Officer of the City Light Department or designee is authorized to enter into the necessary agreements with Puget Sound Energy for the sale and grant of an easement in substantially the form presented as Attachment 1 to this ordinance, and to record the document with the King County Recorder.

Section 3. The General Manager and Chief Executive Officer of the City Light Department or designee is authorized to make minor modifications to the easement as

necessary to carry out the purposes of this ordinance, subject to approval by the City Attorney as to form.

Section 4. The General Manager and Chief Executive Officer of the City Light Department or designee is authorized to accept payment of \$6,800 for the sale of the easement and deposit the payment into the Light Fund.

Attachments:

Attachment 1 – Legal Description of Seattle City Light Property Parcel

0924059143

Attachment 2 – Puget Sound Energy Easement with Exhibits

This ordinance shall take effect as provided by Seattle Municipal Code Sections
1.04.020 and 1.04.070.

Passed by the City Council and signed in open session in authentication of its
passage on June 2, 2026.



President _____ of the City Council

Approved _____ on June 4, 2026.



Katie B. Wilson, Mayor

Attested on June 4, 2026.



Scheereen Dedman, City Clerk

Seal

EXHIBIT A

LEGAL DESCRIPTION OF FEE OWNED PROPERTY

That portion of Section 9, Township 24 North, Range 5 East, W.M., described as follows: Beginning at the center of Section 9, Township 24 North, Range 5 East. W.M.: thence North 89°03' West along the East and West center line of said Section, 127.52 feet; thence North 5°09'57" West 238.73 feet; thence North 0°16'18" East 415.8 feet to the North line of SE ¼ of SE ¼ of NW ¼ of said Section; thence South 89°11' East along the North line of SE ¼ of SE ¼ of NW ¼ of said Section; 150 feet to the Northeast Corner of SE ¼ of SE ¼ of NW ¼ of said section; thence South 0°16'18" West along the North and South center line of said Section 653.52 feet to the true point of beginning, except portion in State Highway.

When recorded, return to:

SEATTLE CITY LIGHT
Real Estate Services
700 Fifth Avenue SMT 3319
P.O. Box 34023
Seattle, WA 98124-4023

EASEMENT- (Underground Gas Facilities)

Reference #:

Grantor: The City of Seattle

Grantee: Puget Sound Energy, Inc.

Short Legal: PTN NW-NE –SEC-9, T-24N, R-5E

Tax Parcel #: 092405-9143

THIS NON-EXCLUSIVE EASEMENT AGREEMENT is made this _____ day of _____, 2026, between the CITY OF SEATTLE, a Washington municipal corporation, acting by and through its CITY LIGHT DEPARTMENT, hereinafter called the Grantor and PUGET SOUND ENERGY, INC. (PSE); hereafter referred to as the Grantee; AS FOLLOWS:

That the Grantor, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to the Grantee, its successors and assigns, the perpetual right, privilege and authority (an "Easement") to install, construct, replace, improve, inspect, upgrade, remove, erect, alter, repair, pressurize, operate, maintain and extend natural gas transmission and distribution facilities which may consist of: Pipes, pipelines, mains, laterals, conduits, regulators, gauges, meters and rectifiers for gas, natural gas generator, concrete pad, and wooden fence upon; 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 (the "Improvements") over, along, in, upon, under, across and through, and the non-exclusive right of ingress to and egress from the following described lands and premises (the "Property") situated in the County of King, State of Washington:

**That portion of Section 9, Township 24 North, Range 5 East, W.M., described as follows:
Beginning at the center of Section 9, Township 24 North, Range 5 East. W.M.: thence North 89°03' West along the East and West center line of said Section, 127.52 feet; thence North 5°09'57" West 238.73 feet; thence North 0°16'18" East 415.8 feet to the North line of SE ¼ of SE ¼ of NW ¼ of said Section; thence South 89°11' East along the North line of SE ¼ of SE ¼ of NW ¼ of said Section; 150 feet to the Northeast Corner of SE ¼ of SE ¼ of NW ¼ of said section; thence South 0°16'18" West along the North and South center line of said Section 653.52 feet to the true point of beginning, except portion in State Highway.**

Except as otherwise set forth herein, Grantee's rights shall be exercised upon those portions of the Property visually depicted on Exhibit A and described on Exhibit B attached hereto and incorporated herein ("Easement Areas")

1. The Grantee shall construct and maintain the Improvements at its sole cost and expense.
2. The Grantee shall not at any time interfere with Grantor's access to and over the Easement Areas.
3. Grantee's use of the Easement Areas shall not interfere with the Grantor's use of the transmission right-of-way.
4. No buildings or structures other than the Improvements shall be allowed on the Property.
5. Should any of the Grantor's facilities be damaged or disturbed by reason of construction, maintenance, operation or use of the Easement Areas by the Grantee, the Grantor may repair or restore such facilities, and the Grantee shall pay the actual and reasonable cost to repair or restore Grantor's facilities to the condition existing immediately prior to such damage or disturbance.
6. The Grantee agrees that the Grantor shall not be responsible for any loss or damage done to Grantee's Improvements by reason of any construction, maintenance, alteration or improvements performed on Property by the Grantor, its agents or representatives, provided Grantor adheres to all laws and regulations in carrying out such construction, maintenance, alteration or improvement and reasonably attempts to mitigate such loss or damage.
7. The Grantee agrees to indemnify and save harmless the Grantor from any and all claims, actions, or damages of any kind or description which may accrue to or be suffered by any person or persons or property by reason of construction, maintenance, operation or use of the Easement Areas by the Grantee, its successors or assigns. In the case of any suit or action brought against the Grantor by reason thereof, the Grantee, its successors or assigns, will, upon notice to Grantor of the commencement thereof, defend such suit or action at its sole cost and expense and will fully satisfy the final judgement rendered in any such action, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such claims, actions, damages, or judgments attributable to the negligence of Grantor.
8. This Easement Agreement is subject to existing easements of record.
9. In the event Grantee, its successors or assigns, ceases use or occupancy of the Easement Areas for a consecutive period of five years, this Easement Agreement shall terminate and revert to the Grantor, its successor or assign.

10. Grantee shall have the right to cut, trim, remove, and dispose of any and all brush, trees, or other vegetation located in the Easement Areas necessary to exercise the rights granted by this Easement Agreement. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of such brush, trees, or other vegetation in the Easement Areas. Grantee shall comply with all applicable laws. Grantee will, at its own cost and expense, obtain all necessary permits and authorizations for all easement clearing and maintenance performed by Grantee or its contractor within the Easement Areas.
11. Grantee shall at its own cost and expense restore landscaping and surfaces and portions of the Property affected by Grantee's work in the Easement Areas to the condition existing immediately prior to such work. Grantee shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of Grantee's work.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTOR: The City of Seattle

BY: _____

PRINT NAME: _____

ITS: _____(TITLE)

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2026, before me personally appeared _____(print name), to me known to be the _____(title) of, a Washington corporation that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of, a Washington corporation for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument on behalf of, a Washington corporation.

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

(notary seal)

Signature: _____

Print name: _____
Notary Public in and for the State of Washington
Residing at: _____
My commission expires: _____

GRANTEE: Puget Sound Energy, Inc.

BY: _____

PRINT NAME: _____

ITS: _____(TITLE)

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2026, before me personally appeared _____ (print name), to me known to be the _____ (title) of, a Washington corporation that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of, a Washington corporation for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument on behalf of, a Washington corporation.

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

(notary seal)

Signature: _____

Print name: _____

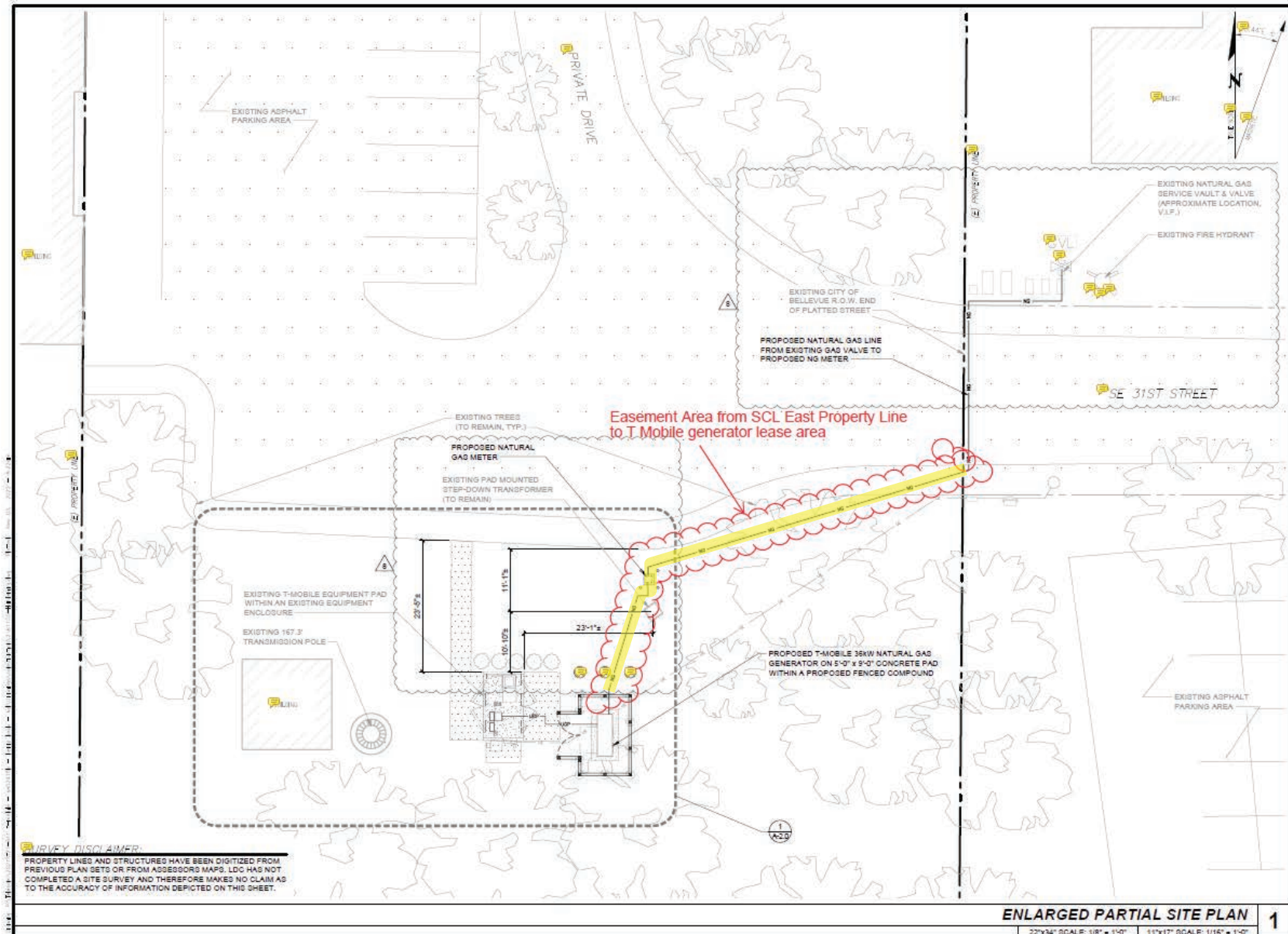
Notary Public in and for the State of Washington

Residing at: _____

My commission expires: _____



Exhibit A



Proposed Easement Area

Exhibit B

Legal Description of the Easement Area

A TRACT OF LAND IN THAT PORTION OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

SAID TRACT BEING A 10 FOOT WIDE STRIP OF LAND LYING 5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE ALONG THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 9, SOUTH $01^{\circ}15'28''$ WEST, 208.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $78^{\circ}49'34''$ WEST, 64.89 FEET; THENCE SOUTH $19^{\circ}11'43''$ WEST, 21.17 FEET TO THE FENCE AROUND A GENERATOR AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION;

SIDELINES TO THE LENGTHENED OR SHORTENED TO CONNECT WITH EACH OTHER AND TO TERMINATE AT THE FENCE FOR THE GENERATOR AND THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 9.