

The City of Seattle
Ordinance 127440
Council Bill 121205

An ordinance relating to the City Light Department; authorizing the General Manager and Chief Executive Officer or designee to grant an easement over a portion of fee owned property to King County; 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 Skyway, a part of unincorporated King County.

WHEREAS, City Light owns property abutting 68th Ave S, identified as King County Parcel Number 112304-9040, used for an electric transmission corridor through a portion of Skyway, as legally described in Attachment 1 to this ordinance in Exhibit A, which is a portion of City Light's larger electric transmission and distribution corridors.

WHEREAS, City Light acquired the property from Vesta & Lynn Morrell on November 2, 1973.

WHEREAS, King County plans to improve an easement area of 65 square feet as legally described in Attachment 1 to this ordinance in Exhibit B, at 68th Ave

South/South 124th St, to install and maintain ADA curb ramps and sidewalk improvements on City Light fee-owned property.

WHEREAS, King County wishes to purchase the necessary rights from City Light and City Light wishes to sell the necessary rights to King County for the sum of \$500, which represents fair market value of the easement rights.

WHEREAS, the sale or disposition of real property rights by City Light and other City Departments requires an ordinance, pursuant to City Charter Article IV.

Therefore,

Be it ordained by The City of Seattle as follows:

Section 1. Certain property rights associated with City Light Department (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 King County for the sale and grant of easement substantially in the form presented as Attachment 1 to this ordinance, conveying easement rights to a portion of City Light property to King County and preserving the overhead rights for City Light's electric transmission and distribution lines, and to record the easement 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 accept payment of \$500 for the sale of the easement and deposit the payment into the Light Fund.

Attachments: Attachment 1 – King County Sidewalk Easement

SCL Easement Conveyance to King County ORD
Chad Morrell
D1

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

When recorded, return to:

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

EASEMENT- (Sidewalk and Curb Installation)

Reference #: 230411-1-021

Grantor: The City of Seattle

Grantee: King County

Short Legal: King County – QTR-NE – SEC-11, T-23N, R-4E

Tax Parcel #: 112304-9040

THIS NON-EXCLUSIVE EASEMENT 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 King County a home rule charter county and political subdivision of the State of Washington, hereafter referred to as the Grantee; AS FOLLOWS:

That the Grantor, for and in consideration of the sum of Five Hundred Dollars (\$500.00), and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to the Grantee, its successors and assigns, the right, privilege and authority (an “Easement”) to install, maintain and use ADA curb ramps and sidewalk improvements upon, under, across and through the following described lands and premises (“Property”) situated in the County of King, State of Washington:

Legal description on Exhibit A attached hereto and incorporated herein.

Except as otherwise set forth herein, Grantee’s rights shall be exercised upon those portions of the Property described on Exhibit B (Permanent Easement) attached hereto and incorporated herein (“Easement Area”).

1. The Grantee shall construct and maintain all improvements within the Easement Area at its sole cost and expense.
2. The Grantee shall not at any time interfere with Grantor's access to and over the Easement Area.
3. Any improvements within the Easement Area shall not interfere with the Grantor's use of the transmission right-of-way.
4. No buildings or structures other than the approved improvements shall be allowed within the Easement Area.
5. Should any of the Grantor's facilities be damaged or disturbed by reason of construction, maintenance, operation or use of the improvements within the Easement Area, the Grantor may repair such facilities, and the Grantee shall pay the cost of such repair.
6. The Grantee agrees that the Grantor shall not be responsible for any loss or damage done to the improvements within the Easement Area by reason of any construction, maintenance, alteration or improvements performed on the Property by the Grantor, its agents or representatives.
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 improvements within the Easement Area, or the use of occupancy of the Property by the Grantee, its successor or assign. In the case of any suit or action brought against the Grantor by reason thereof, the Grantee, its successor or assign, will, upon notice to them 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.
8. In the event Grantee no longer requires the use of the Easement Area, the easement may be relinquished and documented through a recorded release of easement, and revert to the Grantor, its successor or assign.

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 CITY OF SEATTLE, a Washington municipal corporation, that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of CITY OF SEATTLE, a Washington municipal corporation, for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument on behalf of CITY OF SEATTLE, a Washington municipal 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: King County

BY: _____

PRINT NAME Tricia Davis

ITS: Director Road Services Division (TITLE)

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2026, before me personally appeared Tricia Davis to me known to be the Director Road Services Division of King County a home rule charter county and political subdivision of the State of Washington that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of King County a home rule charter county and political subdivision of the State of Washington a Washington corporation for the uses and purposes therein mentioned, and on oath stated that Tricia Davis was authorized to execute said instrument on behalf of King County a home rule charter county and political subdivision of the State of Washington 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

PARCEL DESCRIPTION

Real property in the County of King , State of Washington, described as follows:

PARCEL I:

A tract of land in the Northeast quarter of Section 11, Township 23 North, Range 4 East of the Willamette Meridian, in King County, Washington, being more particularly described as follows:

Beginning at the quarter corner between Section 12 and Section 11, Township 23 North, Range 4 East of the Willamette Meridian; thence North 0°34'21" East, along the section line between said Sections 12 and 11, a distance of 395.61 feet to the true point of beginning; thence North 53°51'34" West a distance of 1492.78 feet; thence North 87°39'14" East, along the North line of the Southeast quarter of the Northeast quarter of said Section 11, a distance of 321.37 feet; thence South 53°51'34" East a distance of 1098.22 feet to the intersection with said section line; thence South 0°34'21" West a distance of 245.87 feet to the true point of beginning.

PARCEL II:

That portion of the Northeast quarter of the Northeast quarter of Section 11, Township 23 North, Range 4 East of the Willamette Meridian, in King County, Washington, described as follows:

Beginning at the Southwest corner of the Northeast quarter of the Northeast quarter of said Section 11; thence North 0°38'23" East, along the West line of said subdivision a distance of 79.98 feet to the true point of beginning; thence continuing on the same line and same course a distance of 245.67 feet; thence South 53°51'34" East 522.56 feet to a point on the South line of the Northeast quarter of the Northeast quarter of said Section 11; thence South 87°39'14" West, along the South line of said subdivision, a distance of 321.37 feet; thence North 53°51'34" West 128.34 feet to the point of beginning.

PARCEL III:

All that portion of Lots 24 and 25, Block 36A, HILLMAN'S MEADOW GARDENS ADDITION, DIVISION #4, according to the plat thereof recorded in [Volume 12 of Plats, page 99](#), described as follows:

Beginning at the Northeast corner of said Lot 25; thence West, along the North line of said Lots 24 and 25, 149.14 feet; thence South 53°51'34" East 183.15 feet to a point on the East line of said Lot 25; thence North, along the said East line, 105.15 feet to the point of beginning.

TOGETHER WITH those portions of 59th Avenue South and South Leo Street, which inured thereto by operation of law.

EXHIBIT B
PERMANENT EASEMENT

Beginning at a point 30.00 feet left of 68th Ave S/S 124th St Right of Way Centerline Station 53+10.84, as shown on King County Right of Way Plan 321-07 (5) R/W;
Thence to a point 39.99 feet left of 68th Ave S/S 124th St Right of Way Centerline Station 53+23.48;
Thence to a point 30.00 feet left of 68th Ave S/S 124th St Right of Way Centerline Station 53+23.84;
Thence to the point of beginning.

Containing 65 square feet, more or less.



King County

EXHIBIT C - ACQUISITION SUMMARY STATEMENT

October 18, 2024

Project Name:	68 th Ave S/S 124 th St
File No.:	9-2024-001-05
Grantor:	City of Seattle – SCL
Tax Parcel No.:	112304-9040
FAP No.:	N/A

Valuation	Comment	Value
- Permanent Easement – 65 SF	\$1.07/SF x 90%	\$100.00 (R)
Improvements: None	No Improvements Impacted	
Other: N/A		
Damages: N/A		
TOTAL JUST COMPENSATION:		\$500.00

Uneconomic Remainder:	N/A
Fencing Allowance:	N/A

LAND ACQUIRED:		
Parcel #	Rights to be Acquired	Area of Use
112304-9040	Permanent Easement	65 SF

APPRAISAL INFORMATION:	
Appraisal Determination of Just Compensation By:	Arlene Klausen
Date of Valuation:	9/17/2024
Value:	\$500.00 (Rounded)
Date of Report:	9/17/2024

Notice to Vacate: N/A.

The Following Separately-Held Ownership Interests are not included in the Total Just Compensation: N/A

REAL PROPERTY VOUCHER AGREEMENT

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: #e0e0e0; text-align: center;">AGENCY NAME</td> </tr> <tr> <td>KING COUNTY Road Services Division King Street Center, Rm. 313 201 S. Jackson St. Seattle, WA 98104</td> </tr> </table>	AGENCY NAME	KING COUNTY Road Services Division King Street Center, Rm. 313 201 S. Jackson St. Seattle, WA 98104	I hereby agree to the terms and conditions listed below and hereby certify under penalty of perjury that the items and amounts listed herein are proper charges, that the same or any part thereof has not been paid, and that I am authorized to sign for the Grantor or Claimant: <i>(Sign in Ink)</i>	
AGENCY NAME				
KING COUNTY Road Services Division King Street Center, Rm. 313 201 S. Jackson St. Seattle, WA 98104				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: #e0e0e0; text-align: center;">GRANTOR or CLAIMANT</td> </tr> <tr> <td>City of Seattle – SCL PO Box 34023 Seattle, WA 98124-4023</td> </tr> </table>	GRANTOR or CLAIMANT	City of Seattle – SCL PO Box 34023 Seattle, WA 98124-4023	By: _____ Grantor or Claimant /Authorized Representative Date: _____ By: _____ Grantor or Claimant /Authorized Representative Date: _____	
GRANTOR or CLAIMANT				
City of Seattle – SCL PO Box 34023 Seattle, WA 98124-4023				
PROJECT NUMBER: 1143406 PROJECT TITLE: 68th Ave S/S 124th St	TAX PARCEL NUMBER: 112304-9040 RW FILE NO: 9-2024-001-05			
Project Summary Statement: This project will bring existing ADA ramps up to contemporary standards along the corridor and improve road surfacing. This will significantly improve driving conditions, enhance pedestrian accessibility, and extend the lifespan of an important road corridor that serves a historically underserved community. The corridor supports elementary school traffic, frequent bus service, freight, and other traffic bound for SR-900, Renton Avenue S, a minor arterial, and Beacon Avenue S, a major collector. The street is used to access key community destinations, such as the Campbell Hill Elementary School, Skyway Park, grocery stores, a bowling alley, and many other commercial destinations.				
In Full, Complete and Final Payment and Settlement for the Title or Interest Conveyed or Released, as Fully Set Forth in Attached Documents: Permanent Easement Documents Dated: _____ For All Lands Conveyed: Permanent Easement – 65 SF: \$1.07/sf x 90%	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">AMOUNT</th> </tr> <tr> <td style="text-align: center;">\$100.00 (R)</td> </tr> <tr> <td style="height: 20px;"> </td> </tr> </table>	AMOUNT	\$100.00 (R)	
AMOUNT				
\$100.00 (R)				
JUST COMPENSATION	\$100.00			
SUBTOTAL	\$100.00			
TOTAL AMOUNT TO BE PAID:	\$500.00			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> Right-of-Way Agent: By: _____ Date: _____ </td><td style="width: 50%; vertical-align: top;"> King County agrees to the terms and conditions listed above. By: _____ Date: _____ </td></tr> </table>		Right-of-Way Agent: By: _____ Date: _____	King County agrees to the terms and conditions listed above. By: _____ Date: _____	
Right-of-Way Agent: By: _____ Date: _____	King County agrees to the terms and conditions listed above. By: _____ Date: _____			

Tax Parcel Number: 112304-9040

RW File # 9-2024-001-05

 KING COUNTY SUBSTITUTE W-9	Request for Taxpayer Identification number and Certification	Give form to King County. Do not send to IRS.										
Name (as shown on Invoice) 												
Business Type ☐ Association ☐ C-Corporation ☐ S-Corporation ☐ Disregarded Entity ☐ Division ☐ Government ☐ Individual ☐ Limited Liability Company: Enter tax classification (C=C-Corporation, S=S-Corporation, P=Partnership) ☐ Non Profit ☐ Partnership ☐ Sole Proprietor ☐ Trust/Estate												
Business Registration Information Enter where you are registered to do business and the corresponding State Registration Number State: _____ Registration Number: _____												
Purchasing Location Information Physical Address 												
City, State, and Zip 												
Remittance Information Remit Address (if different than above) 												
City, State, and Zip 												
Tax Reporting Name and Tax Identification Number or Social Security Number Enter your Tax reporting Name and address. The Tax Identification number provided must match the name given on the "Tax Reporting Name" line. For individuals, this is your social security number (SSN). Tax Reporting Name 												
Tax Reporting Address 												
Tax Reporting City, State, and Zip 												
Tax Identification Number, Employer Identification Number or Social Security Number: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 12.5%; height: 20px;"></td> <td style="width: 12.5%; height: 20px;"></td> <td style="width: 12.5%; height: 20px;"></td> <td style="width: 12.5%; height: 20px;"></td> <td style="width: 12.5%; height: 20px;"></td> <td style="width: 12.5%; height: 20px;"></td> <td style="width: 12.5%; height: 20px;"></td> <td style="width: 12.5%; height: 20px;"></td> <td style="width: 12.5%; height: 20px;"></td> <td style="width: 12.5%; height: 20px;"></td> </tr> </table>												
Under penalties of perjury, I certify that: 1. The number shown on this form is my correct tax reporting name and identification number. 2. I am a U.S. citizen, U.S. person or U.S. Business Entity. 3. I am not subject to backup withholding due to failure to report interest and dividend income. 4. I am exempt from FATCA reporting. Certification instructions. If you are not a U.S. citizen, U.S. person or U.S. Business Entity, you must cross out item 2 above. You will need to provide a completed King County W9 form as well as a copy of your W-8. Sign Here 												
Print Name of Signer		Date Signed										



King County

Department of Local Services
Road Services Division

October 18, 2024

City of Seattle – SCL
C/O Chad Morrell
PO Box 34023
Seattle, WA 98124-4023

RE: SUBMISSION OF OFFER PACKET – EXPLANATION OF PACK CONTENTS

Project Title: 68th Ave S/S 124th St
Project # 1143406 RW File # 9-2024-001-05 Tax Account # 112304-9040

Dear City of Seattle - SCL:

King County Road Services Division is presenting an offer for the acquisition of property rights on your property on 68th Ave S, tax parcel number 112304-9040. Below is a summary of the documents included in this offer package:

Document	Instructions to Complete (If Accepted)
Offer Letter	Acknowledgement page to be signed upon receipt of offer
Real Property Voucher Agreement	Sign where indicated
Permanent Easement	Sign in front of a notary public
KC W-9	Please complete the Payee Information and sign where indicated
Exhibit Map	For informational purposes
Transportation Needs and You Brochure	For informational purposes
Acquisition Summary Statement	For informational purposes

This offer packet reflects the property rights necessary for the above referenced project. Please review the contents of this packet and contact me if you have questions regarding the material contained. Please sign the acknowledgement of receipt of the Offer letter where indicated on the 2nd page of the letter. If you accept the enclosed offer, please sign the easement documents where noted in the presence of and notarized by a Notary Public. Return all completed, signed documents to my attention in the enclosed, pre-addressed envelope.

City of Seattle - SCL

October 18, 2024

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Alternatively, you can contact me to arrange for a King County notary to meet you at a time and place of your choosing to witness your signature and pick-up all necessary documents.

Thank you.

Sincerely,

Lisa Cox
Road Property Program Manager
lcox@kingcounty.gov
(206) 806--4566