

**CITY OF SEATTLE**  
**ORDINANCE** 126521  
**COUNCIL BILL** 120230

..title

AN ORDINANCE relating to the City Light Department, the Seattle Department of Parks and Recreation, and the Seattle Department of Transportation; declaring certain real property rights to be surplus to the needs of City Light; authorizing the General Manager and Chief Executive Officer of Seattle City Light to execute an easement agreement with King County, allowing the temporary use of a portion of City Light property to resolve the encroachment of an existing structure located on the west side of Boeing Field within the Northeast Quarter of Section 29 Township 24 N Range 4 E and the Southeast Quarter of Section 29 Township 24 N Range 4 E, and increasing the temporary use area authorized by Ordinance 126328 by approximately 207 square feet; and transferring jurisdiction of certain properties located in the Georgetown neighborhood in Section 29 Township 24 N, Range 4 E, from the City Light Department to the Seattle Department of Parks and Recreation and to the Seattle Department of Transportation.

..body

WHEREAS, City Light owns certain property between S. Myrtle St. and East Marginal Way S.

in the Georgetown neighborhood (“Property”), on which City Light previously operated a flume for drainage of spent cooling water from its Georgetown Steam Plant to Slip 4 on the Duwamish Waterway until the flume was decommissioned in 2009 by City Light; and

WHEREAS, City Light has no utility use for the Property other than for the continued placement and operation of two existing utility poles, guy wires to stabilize the utility poles, and associated electrical power lines; and

WHEREAS, as documented in Clerk File 314451, City Light petitioned for a vacation of a portion of Diagonal Avenue S. to allow more efficient operation of its South Service Center and offered to provide portions of the Property as well as development funding to the Seattle Department of Parks and Recreation (“SPR”) and to the Seattle Department of Transportation (“SDOT”) for the creation of an off-leash area and bicycle and pedestrian trail segment to satisfy certain public benefit requirements of the street vacation proposal; and

1 WHEREAS, this off-leash area and trail segment will be enduring amenities for the Georgetown  
2 neighborhood that have long been sought and supported by the community; and

3 WHEREAS, on August 9, 2021, the City Council granted preliminary approval for the street  
4 vacation including the public benefit proposal; and

5 WHEREAS, a recent survey performed by City Light has indicated that a fence, part of a storage  
6 yard, a floodlight, and part of a storage building on adjacent King County (“KC”)  
7 property encroach onto a small portion of this City Light property and likely have existed  
8 in their current location for many years; and

9 WHEREAS, City Light and SPR have determined that it is in the interest of the City to resolve  
10 these encroachments prior to the jurisdiction for the property being transferred to SPR;  
11 and

12 WHEREAS, KC has agreed to remove the fence and floodlight from City Light property at KC’s  
13 expense in consideration for City Light providing KC a temporary easement for a 365  
14 square foot encroachment by the corner of the storage building; and

15 WHEREAS, City Light has determined it has no further utility use for the 365 square feet of the  
16 surface of this property and desires to grant KC a temporary easement for the building  
17 encroachment and access to the building; and

18 WHEREAS, the subsequent transfer of jurisdiction of the underlying property from City Light to  
19 SPR would then be subject to the terms of this temporary easement; and

20 WHEREAS, Ordinance 126328 originally authorized the granting of a temporary easement to  
21 KC for use of approximately 158 square feet of City Light’s property; and

1 WHEREAS, some minor adjustments in the terms of the location and increase in the size of the  
2 temporary easement area to approximately 365 square feet have been requested by KC;  
3 and

4 WHEREAS, the City Council approved Ordinance 126306, which executed a partial transfer of  
5 jurisdiction from City Light to Seattle Public Utilities (“SPU”) to allow SPU to operate  
6 and maintain an existing storm drain on a portion of the Property to be transferred to SPR  
7 and to SDOT; and

8 WHEREAS, the City Council has held a public hearing in accordance with the requirements of  
9 RCW 35.94.040; NOW, THEREFORE,

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

11 Section 1. After a public hearing and pursuant to the provisions of RCW 35.94.040, the  
12 properties described and depicted in Attachments 1, 2, and 3 to this ordinance are declared to be  
13 no longer required for electric utility service and are surplus to the needs of City Light except for  
14 its ongoing placement and operation of two existing utility poles, guy wires to stabilize the utility  
15 poles, and associated electrical power lines within a portion of Tax Parcel Number 700670-0570  
16 as described in Attachment 4 to this ordinance.

17 Section 2. The General Manager and Chief Executive Officer of Seattle City Light, or  
18 designee, is authorized to execute and grant to King County, for and behalf of The City of  
19 Seattle, a temporary easement agreement, substantially in the form of Attachment 1 to this  
20 ordinance.

21 Section 3. The property described and depicted in Attachment 2 to this ordinance (“Parcel  
22 1”) is transferred from the jurisdiction of City Light to the jurisdiction of Seattle Parks and  
23 Recreation (“SPR”), subject to: 1) the terms of the easement to be granted King County as

1 authorized by Section 2 of this ordinance, 2) the terms of Ordinance 126306 granting partial  
2 jurisdiction of Parcel 1 to Seattle Public Utilities for operation and maintenance of a public storm  
3 drain pipe, and 3) City Light’s reserved partial jurisdiction for the operation, maintenance, and  
4 repair of its electric power infrastructure components described in Attachment 4 to this  
5 ordinance. Parcel 1 is transferred for the purpose of the development of an off-leash area  
6 consistent with the terms of the “Memorandum of Agreement Developing the Georgetown Steam  
7 Plant Flume into a Community Asset” executed by City Light, SPR, and the Seattle Department  
8 of Transportation (“SDOT”), which is attached to this ordinance as Attachment 5.

9       Section 4. The property described and depicted in Attachment 3 to this ordinance (“Parcel  
10 2”) is transferred from the jurisdiction of City Light to the jurisdiction of SDOT, subject to the  
11 terms of Ordinance 126306, and further subject to City Light’s reserved partial jurisdiction for  
12 the operation, maintenance, and repair of its electric power infrastructure components described  
13 in Attachment 4 to this ordinance. Parcel 2 is transferred for the purpose of the development of a  
14 pedestrian and bicycle trail segment consistent with the terms of the “Memorandum of  
15 Agreement Developing the Georgetown Steam Plant Flume into a Community Asset” executed  
16 by City Light, SPR, and SDOT, which is attached to this ordinance as Attachment 5.

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 4th day of January, 2022,  
5 and signed by me in open session in authentication of its passage this 4th day of  
6 January, 2022.

7   
8 President \_\_\_\_\_ of the City Council

9  Approved /  returned unsigned /  vetoed this 10th day of January, 2022.

10   
11 Bruce A. Harrell, Mayor

12 Filed by me this 10th day of January, 2022.

13   
14 Monica Martinez Simmons, City Clerk

15 (Seal)

- 1 Attachments:
- 2 Attachment 1 – Temporary Easement Agreement
- 3 Attachment 2 – Property to be Transferred to Seattle Parks and Recreation (Parcel 1)
- 4 Attachment 3 – Property to be Transferred to Seattle Department of Transportation (Parcel 2)
- 5 Attachment 4 – City Light Retained Jurisdiction for its Electrical Infrastructure on the Flume
- 6 Property (Parcel 1 & 2)
- 7 Attachment 5 – Memorandum of Agreement Developing the Georgetown Steam Plant Flume
- 8 into a Community Asset

## Attachment 1 – Temporary Easement Agreement

*When recorded, return to:*  
SEATTLE CITY LIGHT  
Real Estate Services  
700 Fifth Avenue, SMT 3338  
P.O. Box 34023  
Seattle, WA 98124-4023

### TEMPORARY EASEMENT FOR BUILDING ENCROACHMENT

Reference #:  
Grantor: City of Seattle  
Grantee: King County  
Short Legal:  
Additional Legal Description: See Exhibit A  
Tax Parcel #: 7006700570, 2824049007

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THE CITY OF SEATTLE, a Washington municipal corporation, acting by and through its CITY LIGHT DEPARTMENT (“Grantor”), hereby grants to King County, a political subdivision of the State of Washington, (Grantee), a temporary easement for an existing building encroachment for the purposes described below (“Easement”) on the Grantor’s real property described in Exhibit A (the “Property”). This Easement is appurtenant to and shall run with the land that makes up Grantee’s property described in Exhibit B.

Except as otherwise set forth herein, Grantee’s rights shall be exercised upon that portion of the Grantor’s Property occupied by a portion of the Grantee’s existing storage building as of the effective date of this Easement, (“the Building”) as depicted in Exhibit C attached hereto, and no other portion of the Grantor’s Property.

**1. Purpose.** Grantee and their current lessee, the Boeing Company (“Boeing”), shall have the right and privilege to use the Easement Area to accommodate that portion of the Building which encroaches onto the Property (the “Encroachment”) as of the Effective Date of this Easement, and to perform maintenance and repair of the Building, but not for replacement, enlargement, extension, or expansion of the Building. Grantee’s use of the Easement Area shall be limited to the term of the life of the Encroachment as a storage building within the existing footprint of the Building as of the effective date of the Easement, and such use shall be subject to and in accordance with the terms, conditions, and limitations set forth in this Easement. Grantee shall be responsible for ensuring that Boeing’s, its successors’ or assigns’ use and occupancy of the Easement Area at

all times is limited by and complies in all respects with the terms and conditions of this Easement. **The Grantor's intent is to permit the existence and use of the Encroachment for its life as a storage building within its existing footprint as of the effective date of this Easement, but to ultimately and permanently clear the Property of the Encroachment and Easement.**

**2 Additional Terms and Conditions.** Grantee and their successors, agents, and assigns, hereby agree to the following additional terms and conditions:

2.1 This Easement is for the life of the Building only, and if: 1) the Building is damaged beyond fifty percent (50%) of its then-fair market value, 2) if the Building is wholly destroyed or demolished, or 3) if the Encroachment is otherwise partly or wholly removed from the Easement Area, then this Easement shall automatically terminate along with all rights of the Grantee or Boeing to use the Easement Area, and no further building or structure or portion thereof shall be permitted, constructed or erected within the Easement Area.

2.2 The Encroachment shall not be modified or increased in footprint, area or height.

2.3 Grantor shall not be liable for any injury or damage to persons or property arising by reason of the Encroachment being permitted to remain within the Easement Area or by Grantee's or Boeing's use and occupancy of the Building, including but not limited to the Encroachment, or by Grantee's or Boeing's use of the Easement Area.

2.4 There shall be no storage, dumping, burying or transferring any hazardous substances, inoperable vehicles, chemicals, oils, fuels, flammable materials ("Hazardous Substances") or containers for said substances, within the Easement Area; provided that nothing herein shall prohibit the passage of vehicles containing or transporting Hazardous Substances across the Easement Area coincident to the ordinary and safe operation of said vehicles on Grantee's Property. Grantee, its successors, agents, lessees, and assigns shall comply with all environmental laws of the State of Washington or any other governmental subdivision or agency having regulatory authority over Grantor's Property with respect to Grantee's use of the Easement Area.

2.5 Grantee and its successors and assigns assume all risk of loss, damage or injury which may result from its use of the Easement Area, or the use of the Easement Area by its agents, employees, invitees, contractors, subcontractors, lessees, permittees or licensees (each, a "Grantee Party" and collectively, the "Grantee Parties"). Grantee and its successors, and assigns shall indemnify and hold harmless Grantor from all claims, actions, or damages of every kind and description, which may accrue from or be suffered by reason of any Grantee Party's, use of or presence in the Easement Area, the performance of any Grantee Party work in connection with the allowed use, or any Grantee Party's exercise of any rights granted in this Easement; and in case of any such suit or action being brought against Grantor, or damages arising out of or by reason of any of the above causes, Grantee shall, upon notice of commencement of such action, defend Grantor at Grantee's sole cost and expense and will

fully satisfy any judgment after the said suit shall have been finally determined, if adversely, to Grantor, except to the extent of the sole negligence of the Grantor, its agents, or representatives.

2.6 Without limiting Grantee's obligations pursuant to Paragraph 2.5 of this Easement, Grantee shall indemnify and defend Grantor from any claims, damages, or liabilities arising directly or indirectly from Hazardous Substances that are released or discharged by Grantee or any Grantee Party related to their operations, use of or presence in the Easement Area, the performance of any Grantee Party work in connection with use of the Easement Area, or the exercise by any Grantee Party of any right granted by this Easement. The term "Hazardous Substances" includes all substances that are regulated under the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Solid Waste Disposal Act (SWDA) as amended by the Resource Conservation and Recovery Act (RCRA), The Toxic Substances Control Act (TSCA), and the Washington State Model Toxics Control Act (MTCA). The term "claims" related to released or discharged Hazardous Substances includes any claim that may be brought and any order that may be issued pursuant to one of the statutes listed above and associated regulations, and claims based upon common law causes of action for trespass, negligence, nuisance or other common law theories, claims for lost property value, claims for business losses, and claims for personal injuries arising from or related to Hazardous Substances.

2.7 Grantee shall at all times exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

2.8 The Parties acknowledge that maintenance or repair of the exterior of the Building may be needed. In that event, Grantee may request Grantor's permission to enter Grantor's property immediately adjacent to the Easement Area to perform such necessary maintenance or repair to the exterior of the Encroachment portion of the Building. Grantor shall not unreasonably withhold such permission but may place reasonable restrictions on the timing, length, manner, and extent of Grantee's access. Such permission may be in form of a temporary permit or license, to be chosen by Grantor in its sole discretion.

2.9 Subject to the right of either party to use the dispute resolution process in Section 2.10, this Easement and all rights granted herein to Grantee shall automatically terminate in the event that: A) the Encroachment is in any way damaged beyond fifty percent (50%) of its then fair market value, wholly destroyed, or removed from the Easement Area consistent with Section 2.1 of this Easement; or B) Grantee defaults on the obligations or violates any term or condition set forth in this Easement, and such default is not fully cured following thirty (30) days written notice from the Grantor to Grantee.

2.10 Grantor and Grantee agree to use their best efforts to resolve any disputes arising under this Easement using good-faith negotiations. Grantor and Grantee further agree to

communicate regularly to discuss matters arising under this Easement and to prevent disputes from arising. If a dispute cannot be resolved informally, then the Parties shall use the following dispute escalation process.

A. **STEP ONE.** Grantor and Grantee shall each identify a representative and shall confer and attempt to resolve the dispute within ten (10) business days of written notification by either Party.

B. **STEP TWO.** In the event that Grantor and Grantee are unable to resolve the dispute within ten (10) business days as provided in Step One, either Party may refer the dispute to the King County Airport Director and the Director of the City of Seattle Department having jurisdiction of the Property at the time or their designees. They shall confer and attempt to resolve the dispute within five (5) business days of receiving the referral.

C. **STEP THREE.** In the event the King County Airport Director and the Director of the City of Seattle Department having jurisdiction of the Property at the time or their designees are unable to resolve the dispute within five (5) business days as provided in Step Two, either party may refer the dispute to the King County Executive and the Mayor of Seattle or their designees. They shall confer and attempt to resolve the dispute within five (5) business days after receiving the referral.

If the Parties are unable to resolve the dispute utilizing the process set forth in Steps One through Three above, the Parties may, by mutual agreement, choose to submit the matter to a non-binding mediator. The Parties shall share equally in the cost of the mediator. Neither Party shall have the right to seek relief in a court of law until and unless Steps 1-3 above are exhausted. Grantor may not issue a notice of default to Grantee until and unless Steps 1-3 above are exhausted.

2.11 At all times during the course of the conflict or dispute resolution efforts, the Parties shall diligently continue to perform their respective responsibilities under this Easement.

2.12 This Easement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law provisions or choice of law rules. In the event of any litigation arising out of or relating to this Easement, the Superior Court of King County, Washington shall have the exclusive jurisdiction and venue. If the Parties litigate any controversy, claim, or dispute arising out of or relating to this Easement, then each Party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorney's fees and costs.

2.13 This writing (including the Exhibits attached hereto) constitute the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Easement and signed by all Parties

hereto. All other agreements between the Parties regarding the subject matter of this Easement are hereby terminated and no longer applicable.

2.14 This Easement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and the language in all parts of this Easement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. Both Parties acknowledge and represent, as an express term of this Easement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Easement.

**3. Effective Date.** This Easement shall become effective and binding upon execution by both Parties hereto and recording of this Easement.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**GRANTOR:**

CITY OF SEATTLE, a Washington municipal corporation  
CITY LIGHT DEPARTMENT

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GRANTEE:**

By:

Acknowledged and accepted as to all conditions herein

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





Exhibit “A”  
Grantor’s Property

That portion of land within the Northeast Quarter of Section 29 Township 24 Range 4 and the Southeast Quarter of Section 29 Township 24 Range 4, lying easterly of the following described line:

Beginning at the point of intersection of the Government Meander Line and the southern line of South Myrtle Street; thence, southerly  $S9^{\circ}49'16''W$  a distance of 108.333 feet; thence southerly  $S1^{\circ}45'40''E$  a distance of 201.015 feet; and, thence  $S9^{\circ}38'02''E$  a distance of 122.173 feet to a point that is coincident with the northerly boundary of East Marginal Way South; thence southeasterly  $S49^{\circ}00'00''E$  a distance of 130.00 feet; thence northerly  $N6^{\circ}57'48''W$  a distance of 309.801 feet; and, thence  $N3^{\circ}34'03''E$  a distance of 218.131 feet; and, thence northeasterly  $N12^{\circ}14'45''E$  to the southern line of South Myrtle Street; thence westerly to the point of beginning.

Exhibit “B”  
Grantee’s Property

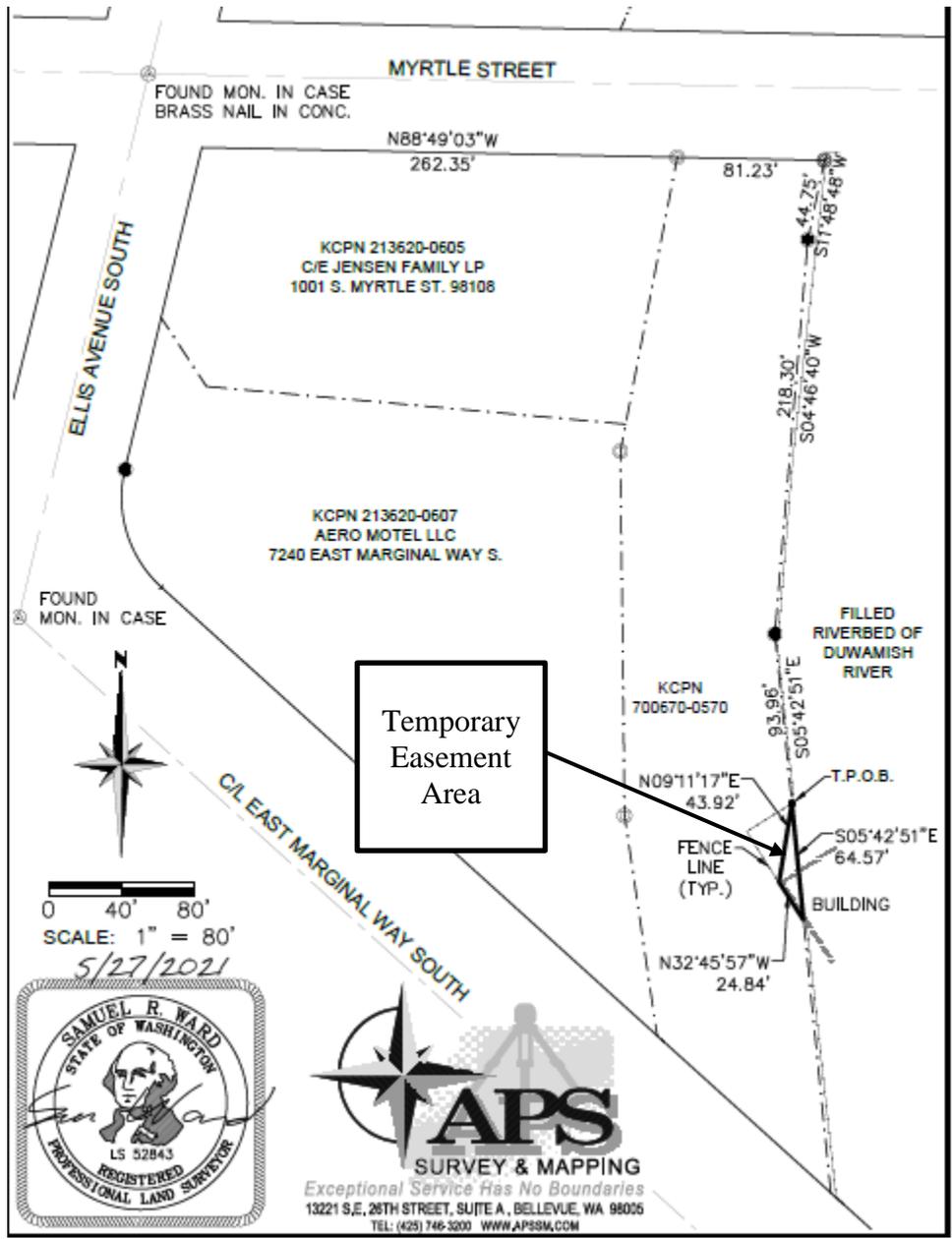
POR OF SECS 20-24-04 & 28-24-04 & 29-24-04 & 33-24-04 & 34-24-04 & 03-23-04 & 04-23-04 TGW PORS OF DAVIS MEADOW TRACTS & ELIZABETH ADD & VAC FAIRGROUNDS ADD & HORTONS 1ST SUBD OF GEORGETOWN & THE MEADOWS TRACTS & QUEEN ADD & QUEEN ADD SUPL - TGW PORS OF FOLG DONATION LAND CLAIMS - JOHN BUCKELY #42 & LUTHER M COLLINS #46 & TIMOTHY GROW #44 & #48 & SAMUEL A MAPLE #49 & FRANCIS MCNATT #38 & HENRY VAN ASSELT #50 TGW POR OF FILLED BED OF DUWAMISH RIVER OF -- BAAP OF NXN BTWN WLY MGN OF AIRPORT WAY SOUTH & SELY LN OF SD QUEEN ADD SUPL TH IN A GENERALLY SWLY DIRECTION ALG SD SELY LN TO SW COR TRACT A SD QUEEN ADD SUPL & SLY EXTN OF E LN OF W 1/2 SD LUTHER M COLLINS D L C TH S ALG SD SLY EXTN TO SLY LN OF NLY 1/2 OF SD FILLED BED OF DUWAMISH RIVER TH SWLY ALG SD SLY LN TO ELY MGN OF EAST MARGINAL WAY SOUTH TH CONT SELY ALG SD ELY MGN TO NXN WITH A LN PLT AND 825.00 FT S OF N LN OF JOHN BUCKLEY D L C #42 TH S 54-14-57 E TO ELY MGN OF FILLED BED OF DUWAMISH RIVER TH S 35-49-39 E 104.93 FT TO NLY EXTN OF WLY LN OF DAVIS MEADOW TRATS TH SLY ALG SD WLY LN TO N LN OF TRACT 8 OF THE MEADOWS TRACTS TH WLY ALG SD N LN N 89-16-16 W 197.97 FT TH S 29-52-38 E 520.79 FT TH N 89-58-17 W 230.59 FT TH N 29-52-38 W 524.20 FT TH N 89-16-16 W 179.98 FT TO ELY MGN OF EAST MARGINAL WAY SOUTH TH SLY ALG SD ELY MGN TO SLY LN OF TRACT 7 OF SD MEADOWS TRACTS TH ELY ALG SD S LN A DIST OF 474.62 FT TH S 29-52-38 E A DIST OF 2695.00 FT MORE OR LESS TH S 21-20-38 E TO N LN OF NORFOLK ST (CITY OF SEATTLE R/W) TH ELY ALG N MGN OF SD R/W TO EAST LN OF SECTION 04-23-04 TH CONT ELY & NELY ALG SD N MGN TO WLY MGN OF AIRPORT WAY SOUTH EXTN TH NWLY ALG SD WLY MGN TO P O B -- LESS POR OF SECTIONS 28-24-04 & 29-24-04 DAF - BEG AT 1/4 COR COMMON TO SD SECTIONS TH S ALG SEC LN 575.27 FT TO TPOB TH S 28-42-05 E 199.26 FT TH S 61-17-55 W 464.00 FT TH S 40-59-48 W TO NELY MGN OF EAST MARGINAL WAY SOUTH TH NWLY ALG SD MGN 492.927 FT TH N 40-59-48 E 569.836 FT TH N 28-42-05 W 483.276 FT TH N 61-17-55 E 187.06 FT TO NXN WITH E & W C/L OF SD SEC 29 TH CONT N 61-17-55 E 276.94 FT TH S 28-42-05 E 151.09 FT TO NXN WITH SD C/L TH CONT S 28-42-05 E 654.90 FT TO TPOB LESS TRIANGLE STRIP IN TRACT 4 OF DAVIS MEADOWS TRS-BEG AT SW COR TH N 19-03-01 W 4.00 FT TH SELY TAP ON N BDRY OF MCNATT D L C 50.00 FT E OF BEG TH W 50.00 FT TO BEG --- SUBJ TO FORMER TRANS LN R/W - TGW POR BLKS 1 & 2 & 5 & 6 & 9 & 12 OF QUEEN ADD LY SELY OF SOUTH ALBRO PLACE & VAC STS & ALLEYS ADJ LESS STS - TGW POR LOT 5 BLK 6 SD QUEEN ADD LY NWLY OF S ALBRO PL - TGW ENTIRE REPLAT OF QUEEN ADD SUPL & VAC STS ADJ LESS C/M RGTS OVER POR LOT 1 BLK 5 SD QUEEN ADD LY NELY OF A LN FR PT 16.47 FT WEST OF NE COR TO PT 24.32 FT S OF NE COR LESS C/M RGTS OVER LOTS 5-13 BLK 6 OF SD QUEEN ADD - LESS C/M RGTS OVER POR LOT 36 BLK 9 OF SD QUEEN ADD

LY SWLY OF LN RNG FR PT 10.12 FT N OF SW COR SD LOT 36 TAP 6.85 FT E OF SD SW COR - LESS C/M RGTS OVER LOTS 1-13 & OVER LOTS 26-29 & OVER POR OF LOT 25 BLK 10 OF SD QUEEN ADD SUPL LY N OF LN - BEG ON EAST LN OF SD LOT 25 A DIST OF 1.56 FT N OF SE COR TH NWLY TAP ON N LN OF S 10.00 FT OF SD LOT 108.28 FT E OF W LN TH W PLW S LN 108.28 FT TO W LN OF SD LOT 25 - LESS POR TRACTS A B C & D SD QUEEN ADD SUPL & VAC ST ADJ & NLY 1/2 SD FILLED BED OF DUWAMISH RIVER DAF - BAAP ON NWLY LN SD TR B 100.00 FT SWLY FR MOST NLY COR TH S 33-36-10 E TO SLY LN SD NLY 1/2 TH SWLY ALG SD SLY LN TO E LN W 1/2 SD COLLINS D L C TH N ALG SD E LN TO NXN WITH C/L OF VAC SOUTH GREELY STREET TH NELY ALG SD C/L TAP N 33-36-10 W OF BEG TH S 33-36-10 E 30.00 FT TO BEG TGW POR W 1/2 SD COLLINS D L C LY ELY OF ELLIS AVENUE SOUTH (MABLE STREET) SLY OF ELIZABETH ADD & LY NLY OF TRACT DEEDED TO CITY OF SEATTLE BY ORD NO 38426 TGW POR SEC 29-24-04 LY ELY OF SD D L C & LY WLY OF WLY & NLY SHORELINE OF SD FILLED RIVER BED TGW POR SD HORTONS 1ST SOUTH ALBRO PLACE & VAC ST ADJ TGW BLK 1 & LOTS 1-6 & LOTS 11-15 BLK 2 OF SD ELIZABETH ADD & VAC POR SOUTH ELIZABETH ST ADJ

Exhibit “C”  
Temporary Easement Area

The as built location of Grantee’s storage building, as now constructed and generally described and depicted below, within Grantor’s property described in Exhibit “A”

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE POINT OF INTERSECTION OF THE GOVERNMENT MEANDER LINE AND THE SOUTHERN LINE OF SOUTH MYRTLE STREET AS SHOWN ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 409 OF SURVEYS, PAGES 44 AND 45, RECORDS OF KING COUNTY;  
THENCE S88°49'03"E ALONG SAID SOUTHERN LINE FOR 81.23 FEET;  
THENCE S11°48'48"W FOR 44.75 FEET;  
THENCE S04°46'40"W FOR 218.30 FEET;  
THENCE S05°42'51"E FOR 93.96 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING S05°42'51"E FOR 64.57 FEET;  
THENCE N32°45'57"W FOR 24.84 FEET;  
THENCE N09°11'17"E FOR 43.92 FEET TO THE TRUE POINT OF BEGINNING.  
SAID TRACT CONTAINS 365 SQUARE FEET, MORE OR LESS.

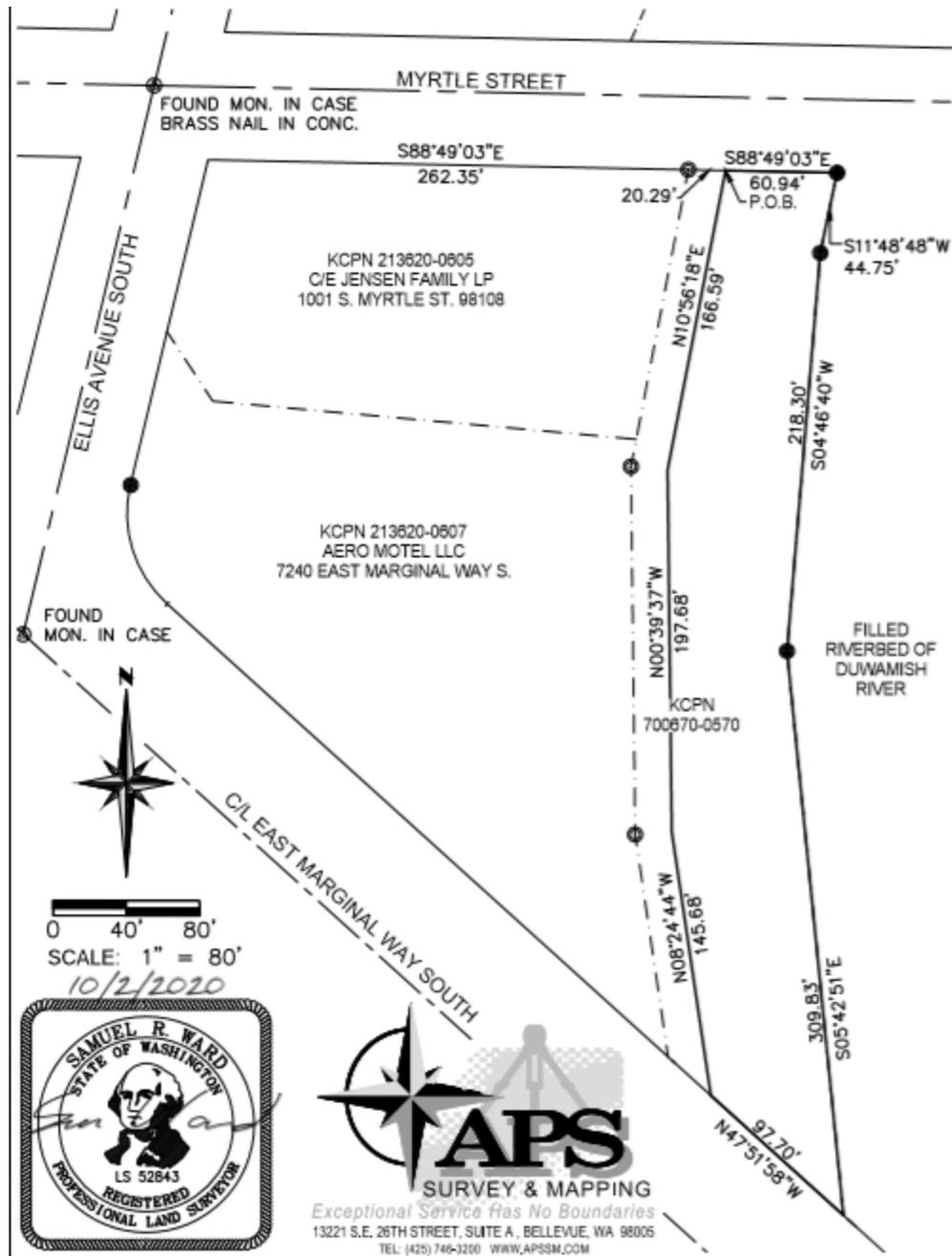


**Attachment 2**  
**Property to be Transferred to Seattle Parks and Recreation (Parcel 1)**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE GOVERNMENT MEANDER LINE AND THE SOUTHERN LINE OF SOUTH MYRTLE STREET AS SHOWN ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 409 OF SURVEYS, PAGES 44 AND 45, RECORDS OF KING COUNTY;  
THENCE S88°49'03"E ALONG SAID SOUTHERN LINE FOR 20.29 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING S88°49'03"E FOR 60.94 FEET;  
THENCE S11°48'48"W FOR 44.75 FEET;  
THENCE S04°46'40"W FOR 218.30 FEET;  
THENCE S05°42'51"E TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST MARGINAL WAY SOUTH FOR 309.83 FEET;  
THENCE N47°51'58"W ALONG SAID NORTHERLY RIGHT-OF WAY LINE FOR 97.70 FEET;  
THENCE N08°24'44"W FOR 145.68 FEET;  
THENCE N00°39'37"W FOR 197.68 FEET;  
THENCE N10°56'18"E FOR 166.59 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 36,349 SQUARE FEET, MORE OR LESS.



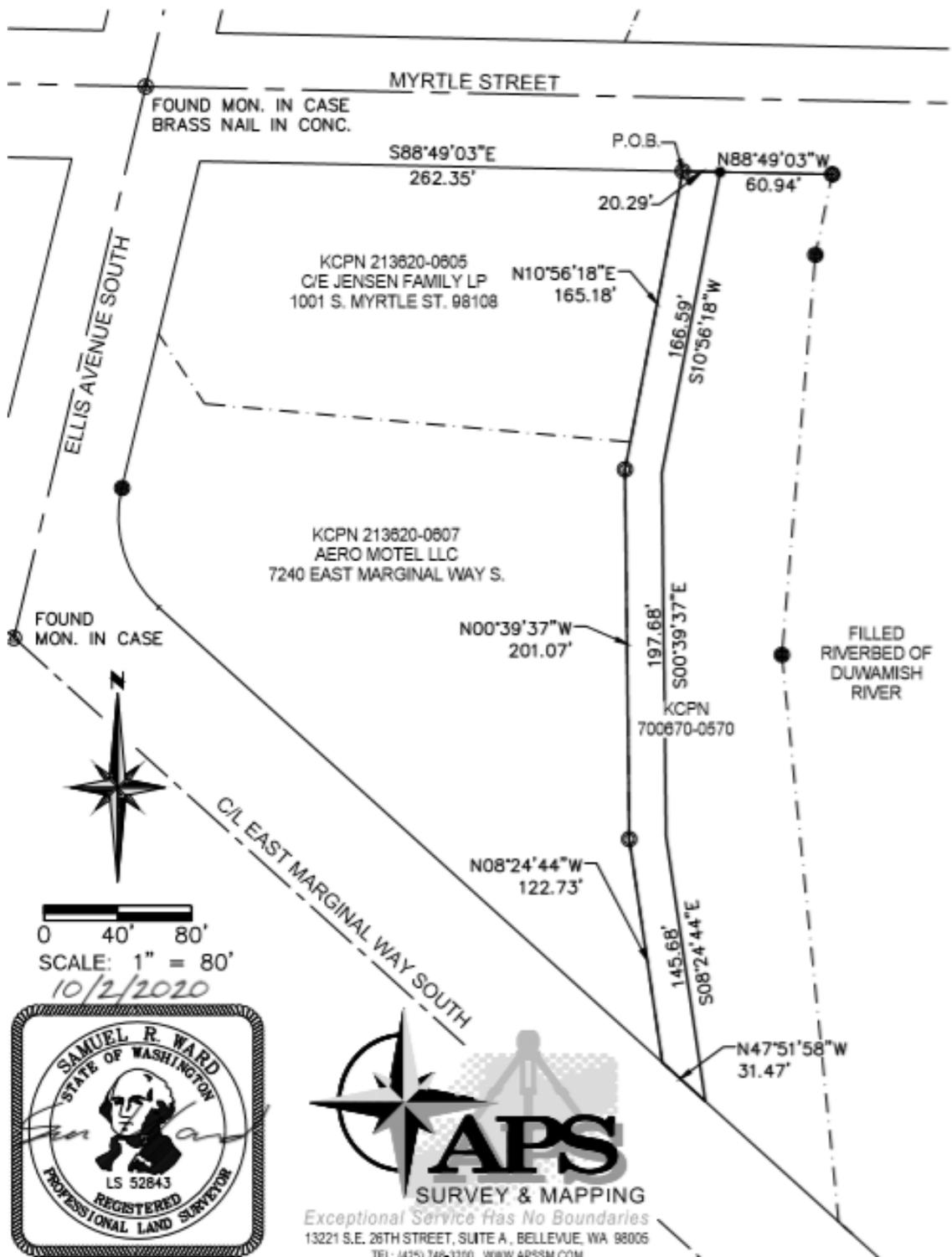
### **Attachment 3**

#### **Property to be Transferred to Seattle Department of Transportation (Parcel 2)**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE GOVERNMENT MEANDER LINE AND THE SOUTHERN LINE OF SOUTH MYRTLE STREET AS SHOWN ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 409 OF SURVEYS, PAGES 44 AND 45, RECORDS OF KING COUNTY, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;  
THENCE S88°49'03"E ALONG SAID SOUTHERN LINE FOR 20.29 FEET;  
THENCE S10°56'18"W FOR 166.59 FEET;  
THENCE S00°39'37"E FOR 197.68 FEET;  
THENCE S08°24'44"E TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST MARGINAL WAY SOUTH FOR 145.68 FEET;  
THENCE N47°51'58"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR 31.47 FEET;  
THENCE N08°24'44"W FOR 122.73 FEET;  
THENCE N00°39'37"W FOR 201.07 FEET;  
THENCE N10°56'18"E FOR 165.18 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 9,989 SQUARE FEET, MORE OR LESS.



## **Attachment 4**

### **City Light Retained Jurisdiction for its Electrical Infrastructure on the Flume Property (Parcels 1 & 2)**

City Light retains the jurisdiction to operate, maintain and replace the following infrastructure components as well as access thereto:

1. Wooden pole located at approximately Lat. 47.538803, Long. -122.319152, or possible future replacement poles within ten feet of said location.
2. Wooden pole located at approximately Lat. 47.538441, Long. -122.319079, or possible future replacement poles within ten feet of said location.
3. Guy wires as necessary to stabilize said poles.
4. Electrical distribution and service lines as necessary to serve customers adjacent to the Flume Property.

## Attachment 5

### Memorandum of Agreement Developing the Georgetown Steam Plant Flume into a Community Asset

Whereas, the City Light Department (SCL) owns 46,338 square feet of property located between S Myrtle St and East Marginal Way S, which formerly functioned as part of the Georgetown Steam Plant Flume (Flume Property); and

Whereas, SCL is seeking a vacation of a segment of Diagonal Way S, which would require the provision of an offsetting public benefit; and

Whereas, the Georgetown community has been historically underserved in terms of public amenities; and

Whereas, this community has long expressed an interest in additional open-space amenities, including specifically an off-leash area and a trail connection with the South Park community; and

Whereas, the Georgetown community has participated in the Seattle Parks and Recreation Department's (SPR) planning for City off-leash areas (OLA), the Seattle Department of Transportation's (SDOT) study of a trail connection between Georgetown and South Park, and SCL's community outreach process for that department's proposed vacation of a segment of Diagonal Ave S and has specifically advocated for both an OLA and a trail segment at the Flume Property; and

Whereas, SPR finds the Flume Property to be a suitable and preferred location for an OLA and SDOT finds the Flume Property to be a suitable and preferred location for a segment of the Georgetown/South Park Connector trail; and

Whereas, the Seattle Design Commission has recommended that SCL's street vacation request be granted and approved the creation of an OLA and trail at the Flume Property as the public benefit for the vacation;

The City Light Department, the Seattle Department of Parks and Recreation, and the Seattle Department of Transportation agree to the following:

Overview. SCL has petitioned to vacate a section of Diagonal Ave S. As a public benefit for the vacation, the petition included transferring the jurisdiction of the Flume Property, at no cost, to SPR and SDOT. The jurisdiction of the western twenty feet of the property (see Exhibit A) will be transferred to SDOT for the future development of a bike/pedestrian trail. The jurisdiction of the remainder of the property (see Exhibit B) will be simultaneously transferred to SPR for the development of an OLA. These two transfers and other consideration detailed below would constitute the offsetting public benefit for the granted vacation and would be contingent on the granting of the vacation.

SCL will also transfer partial jurisdiction of a portion of the property (see Exhibit C) to Seattle Public Utilities (SPU) for the operation and maintenance of SPU's existing drainage infrastructure on the property. SCL will also retain partial jurisdiction of the property to allow the continued presence of its utility poles and overhead lines (see Exhibit D.)

If the street vacation is approved and the jurisdiction of the property is transferred by the City Council, then SPR, SCL, and SDOT would develop the property as outlined below.

Development. The property will be developed to support an Off- Leash Area (OLA) on the eastern portion of the site and bicycle/pedestrian trail on the western site of the site, more or less as indicated in Exhibit E. The project would include the following components:

- The top 6 -12" of soil will be removed from the flume property and properly disposed (12" for the OLA and 6-12" of the other portions of the site).
- The underlying soil may be regraded.
- An equivalent thickness of clean gravel will replace the removed soil. The soil removal and gravel replacement will serve two purposes:
  - It will remove any previously undetected residual contamination and leave a clean surface for the OLA and trail users.
  - It will create a surface that is more suitable for the development of the OLA and trail.
- The OLA on the eastern portion of the property will be fenced.
- The OLA will also have hard pavement pedestrian circulation, signage and waste receptacles.
- An on-site stormwater management facility (bioswale) will be constructed on the eastern portion of the property to serve both the OLA and the trail. 20 trees will be included in this part of the site.
- A domestic water service will be constructed to the site.
- The trail will include pedestrian lighting.
- The project will include required street improvements along S. Myrtle and East Marginal Way S.
- Project timeline:
  - City Council approval of vacation and transfer of public benefit property to SPR & SDOT – 4Q 2020 – 1Q 2021
  - OLA and bioswale constructed 3Q 2021 – 2Q 2022 – Dependent on property transfer and permitting.
  - Trail and street improvements constructed 1Q 2022 – 1Q 2023 – or sooner, if SDOT's funds can be made available quickly enough.

Responsibilities.

- SCL will:
  - Provide the property for the project to SPR and SDOT.

- Contribute to SPR and SDOT for the full cost of soil removal, regrading and placement of clean gravel up to \$480,000.
- Contribute to SPR \$185,000 toward the cost of designing and developing the OLA.
- Contribute to SDOT \$1,283,000 toward the cost of designing and constructing the trail.
- Issue a revocable easement to King County, or otherwise resolve to the satisfaction of SPR the existing encroachment on the east side the Flume Property prior to transfer of the OLA portion of the property to SPR (see Exhibit F.)
- Continue to be responsible – even after the transfers of jurisdiction of the property - for any testing and/or removal of legacy contamination below the newly placed gravel, that may be required by a regulatory agency.
- These commitments are contingent on the granting of the Diagonal Ave S street vacation to SCL by the City Council.
- SPR and SDOT will:
  - Continue to support SCL in its efforts to receive the street vacation, including participating in meetings with the community, the Seattle Design Commission, SDOT Street Vacation staff and the Seattle City Council.
  - Assume responsibility for any future contamination of the top gravel layer in their respective areas after its installation.
  - Equally share the cost of the design and construction of the stormwater management facility.
  - Be responsible for maintaining their respective properties once the transfers of jurisdiction are effective. (For SDOT this will include the areas of the street improvements in the S. Myrtle St. and East Marginal Way S. ROWs.)
  - Be responsible for any future improvements to their respective properties that they might seek to make beyond those envisioned here.
- SPR will:
  - Be responsible for and fund (to the limit described below) the design and construction of the OLA, the related fencing, the OLA-related pedestrian circulation, the signage and waste receptacles, and the drinking water service.
  - Manage the design and construction of the initial soil removal and gravel placement for the entire site and the design and construction of the stormwater management facility.
  - Commit \$400,000 of identified capital and labor budget toward its share of the above components.
  - Be responsible for and fund the maintenance of the trees in the stormwater management facility.
- SDOT will:
  - Be responsible for and fund (to the limit described below) the design and construction of the trail, the pedestrian lighting, and the curb and sidewalk improvements along S Myrtle and East Marginal Way S.
  - Reimburse SPR for the cost of the installation of the trees in the stormwater management facility.

- Commit \$400,000 of identified capital and labor budget toward its share of the above components.
- Cover the ongoing cost of the electricity for the pedestrian lighting.

Tom DeBoer

Tom DeBoer (Oct 16, 2020 15:09 PDT)

Tom DeBoer, Chief Environmental Officer  
Seattle City Light

10/16/2020

Date

Andy Sheffer

Andy Sheffer, Planning & Development  
Division Director  
Seattle Department of Parks and Recreation

10/16/2020

Date

Jim Curtin

Jim Curtin (Oct 19, 2020 08:05 PDT)

Jim Curtin, Director of Project Development  
Seattle Department of Transportation

10/19/2020

Date

Exhibit A: Legal Description of Property to be Transferred from SCL to SDOT

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE GOVERNMENT MEANDER LINE AND THE SOUTHERN LINE OF SOUTH MYRTLE STREET AS SHOWN ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 409 OF SURVEYS, PAGES 44 AND 45, RECORDS OF KING COUNTY, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE S88°49'03"E ALONG SAID SOUTHERN LINE FOR 20.29 FEET;

THENCE S10°56'18"W FOR 166.59 FEET;

THENCE S00°39'37"E FOR 197.68 FEET;

THENCE S08°24'44"E TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST MARGINAL WAY SOUTH FOR 145.68 FEET;

THENCE N47°51'58"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR 31.47 FEET;

THENCE N08°24'44"W FOR 122.73 FEET;

THENCE N00°39'37"W FOR 201.07 FEET;

THENCE N10°56'18"E FOR 165.18 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 9,989 SQUARE FEET, MORE OR LESS.

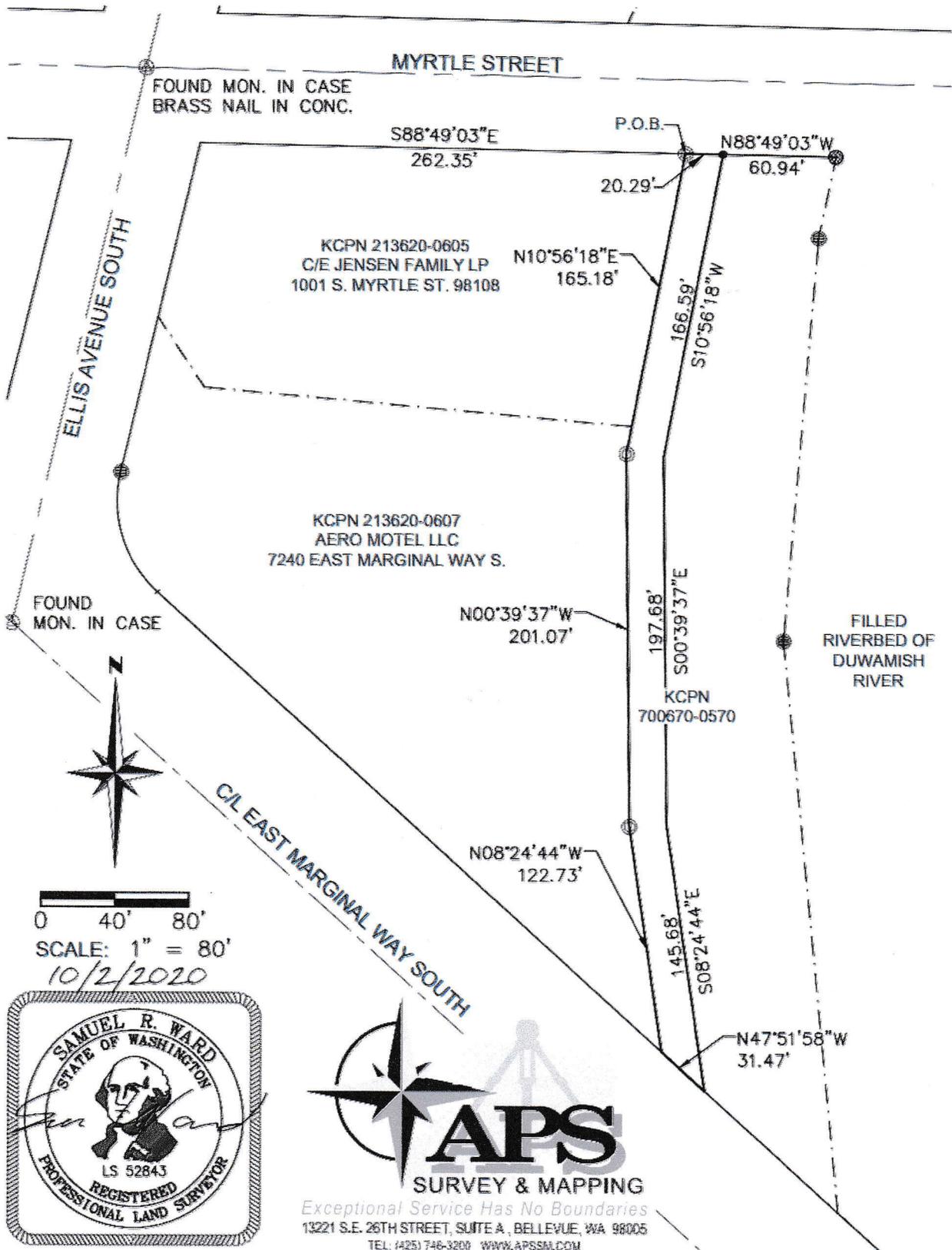


Exhibit B: Legal Description of Property to be Transferred from SCL to SPR

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE GOVERNMENT MEANDER LINE AND THE SOUTHERN LINE OF SOUTH MYRTLE STREET AS SHOWN ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 409 OF SURVEYS, PAGES 44 AND 45, RECORDS OF KING COUNTY;  
THENCE S88°49'03"E ALONG SAID SOUTHERN LINE FOR 20.29 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING S88°49'03"E FOR 60.94 FEET;  
THENCE S11°48'48"W FOR 44.75 FEET;  
THENCE S04°46'40"W FOR 218.30 FEET;  
THENCE S05°42'51"E TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST MARGINAL WAY SOUTH FOR 309.83 FEET;  
THENCE N47°51'58"W ALONG SAID NORTHERLY RIGHT-OF WAY LINE FOR 97.70 FEET;  
THENCE N08°24'44"W FOR 145.68 FEET;  
THENCE N00°39'37"W FOR 197.68 FEET;  
THENCE N10°56'18"E FOR 166.59 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 36,349 SQUARE FEET, MORE OR LESS.

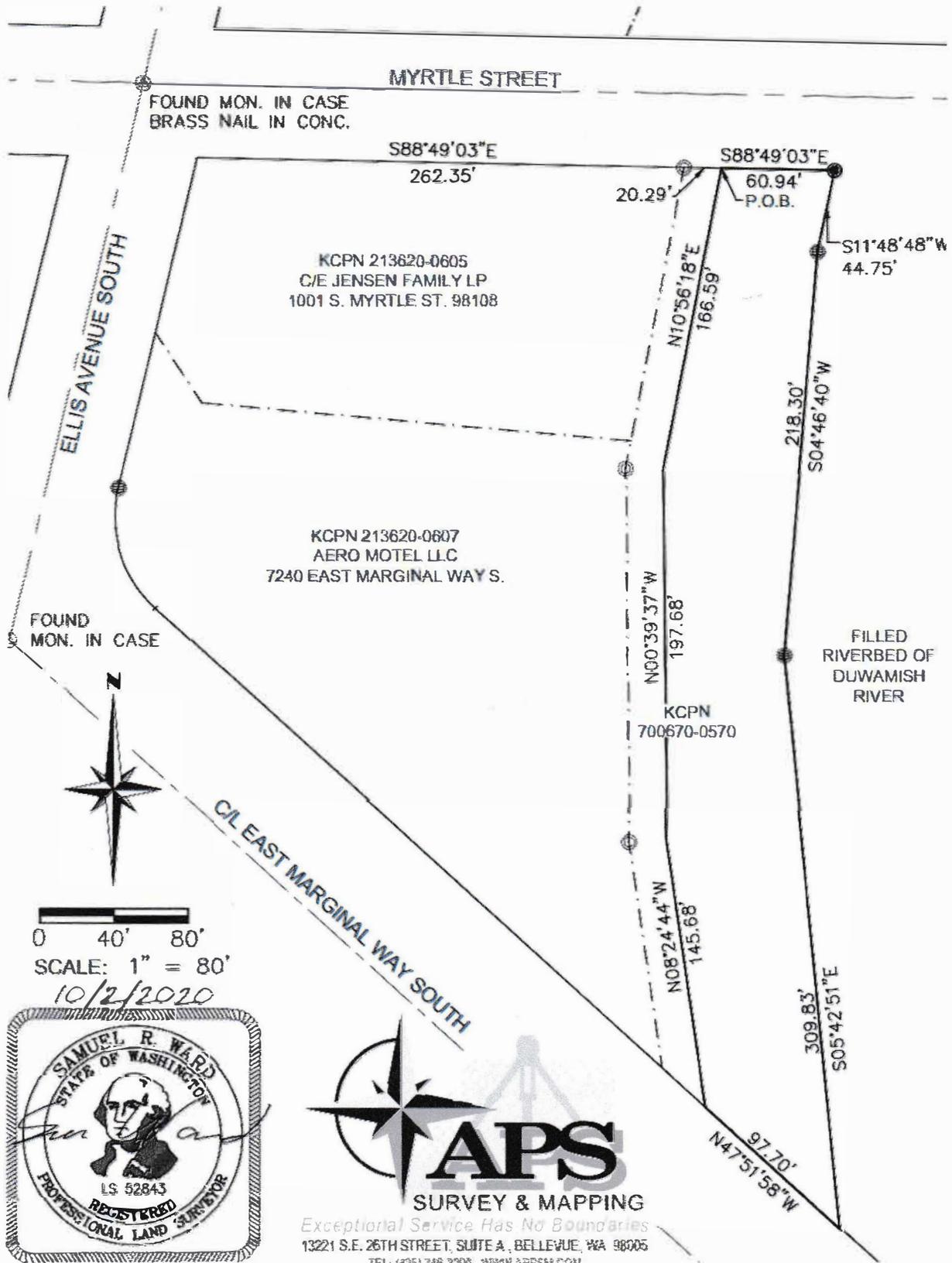


Exhibit C: Property Description for Partial Transfer of Jurisdiction to Seattle Public Utilities

A 20 foot wide strip of land, being a portion of the northerly and westerly half of the filled bed of the Duwamish River in Sections 28 and 29, Township 24 North, Range 4 East, W.M., being 10 feet on each side of the following described centerline:

Commencing at the intersection of the center lines of Ellis Ave S and S Myrtle St; Thence along the center line of said S Myrtle St S 88° 49' 53" E a distance of 317.92 feet; Thence S 01° 10' 07" W a distance of 40.00 feet to the Point of Beginning;

Thence S 10° 39' 38" W a distance of 118.66 feet to a point hereinafter referred to as point "A"  
Thence continuing S 10° 39' 38" W a distance of 53.68 feet;  
Thence S 01° 29' 03" E a distance of 174.48 feet;  
Thence S 17° 32' 54" E a distance of 172.10 feet;

Thence S 47° 51' 41" E a distance of 42.54 feet to the terminus of said 20 foot wide strip of land at the east line of said westerly half of the filled bed of the Duwamish River in Sections 28 and 29, Township 24 North, Range 4 East, W.M., from which the southeasterly corner of said westerly half bears S 05° 53' 30" E a distance of 35.37 feet.

The southerly sidelines of said strip to be extended or shortened to terminate at said easterly line.

Together with a 20.00 foot wide strip of land, being 10 feet on each side of the following described centerline:

Commencing at said point "A", Thence N 79° 20' 22" W a distance of 10.00 feet to the point of beginning; Thence continuing 79° 20' 22" W a distance of 5.00 feet to the terminus of said line

Containing 11,329 square feet or 0.26 acres, more or less.



Exhibit D: City Light's Reservation of Jurisdiction for its Electrical Infrastructure on the Flume Property

1. Wooden pole located at approximately Lat. 47.538803, Long. -122.319152, or possible future replacement poles within ten feet of said location.
2. Wooden pole located at approximately Lat. 47.538441, Long. -122.319079, or possible future replacement poles within ten feet of said location.
3. Guy wires as necessary to stabilize said poles
4. Electrical distribution and service lines as necessary to serve customers adjacent to the Flume Property.

Exhibit E: Project Concept for OLA and Trail

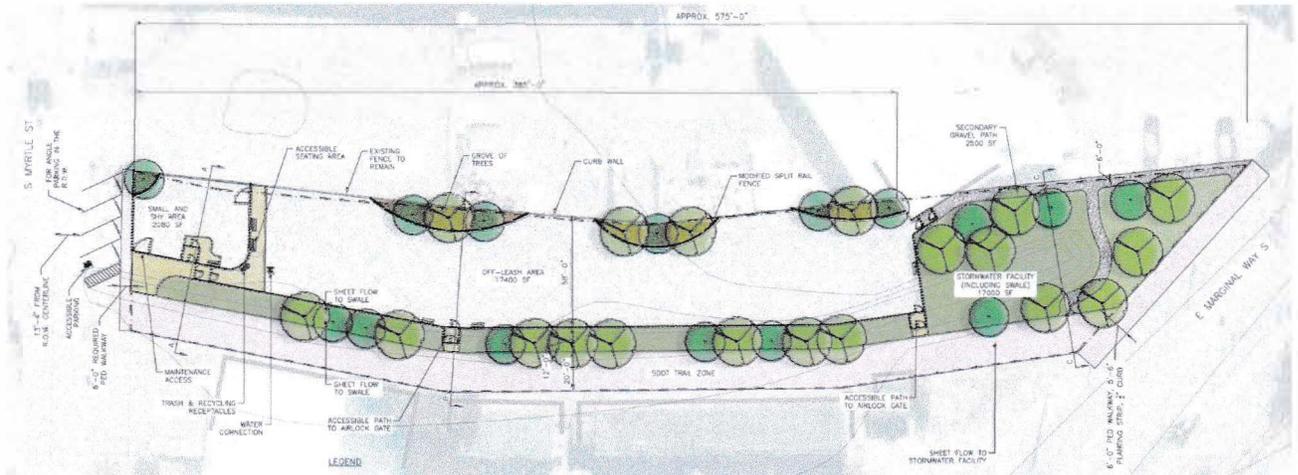


Exhibit F: Legal Description of Revocable Easement Area

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE GOVERNMENT MEANDER LINE AND THE SOUTHERN LINE OF SOUTH MYRTLE STREET AS SHOWN ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 409 OF SURVEYS, PAGES 44 AND 45, RECORDS OF KING COUNTY;  
THENCE S88°49'03"E ALONG SAID SOUTHERN LINE FOR 81.23 FEET;  
THENCE S11°48'48"W FOR 44.75 FEET;  
THENCE S04°46'40"W FOR 218.30 FEET;  
THENCE S05°42'51"E FOR 130.64 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING S05°42'51"E FOR 27.89 FEET;  
THENCE N32°45'57"W FOR 24.84 FEET;  
THENCE N57°14'03"E FOR 12.68 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 158 SQUARE FEET, MORE OR LESS.

