

#4

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL 117929

AN ORDINANCE relating to certain properties and right-of-way located at the Montlake interchange of State Route 520; authorizing the Director of the Seattle Department of Transportation to execute and deliver a Quit Claim Deed to the Washington State Department of Transportation for these properties and right-of-way; and reserving utility easements for Seattle Public Utilities and Seattle City Light.

WHEREAS, the City of Seattle owns several parcels and right-of-way within the limited access boundary of State Route 520 at the Montlake interchange; and

WHEREAS, the Washington State Department of Transportation operates and maintains State Route 520 and limited access to the facility on these properties and right-of-way; and

WHEREAS, the Washington State Department of Transportation is rebuilding State Route 520, and intends to begin construction on the West Approach Bridge North as the next phase of work which will impact these properties; and

WHEREAS, the Washington State Department of Transportation seeks full control of these properties for continued highway purposes; and

WHEREAS, the City of Seattle owns and maintains a 54" water main, a 66" combined sewer, and 26 kilovolt power distribution lines that run through these properties and right-of-way; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of Transportation, or the Director's Designee, is authorized to execute and deliver, on behalf of the City of Seattle, a Quit Claim Deed to the Washington State Department of Transportation, substantially in the form of Attachment 1, for the property legally described in Exhibit A to Attachment 1.

Section 2. The power line utility easement reserved in the Quit Claim Deed, substantially in the form of Attachment 1, and legally described in Exhibit B to Attachment 1 is placed under the jurisdiction of Seattle City Light.

1 Section 3. The water and sewer utility easements reserved in the Quit Claim Deed,
2 substantially in the form of Attachment 1, and legally described in Exhibit C to Attachment 1 are
3 placed under the jurisdiction of Seattle Public Utilities.

4 Section 4. This ordinance shall take effect and be in force 30 days after its approval by
5 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
6 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

1 Passed by the City Council the ____ day of _____, 2013, and
2 signed by me in open session in authentication of its passage this
3 ____ day of _____, 2013.

4 _____
5 _____
6 President _____ of the City Council

7
8 Approved by me this ____ day of _____, 2013.

9 _____
10 _____
11 Michael McGinn, Mayor

12
13 Filed by me this ____ day of _____, 2013.

14 _____
15 _____
16 Monica Martinez Simmons, City Clerk

17 (Seal)

18
19
20 Attachment 1: Form of Quit Claim Deed

21 Exhibit A to Attachment 1: Legal Description of Property to be Quit Claimed to WSDOT

22 Exhibit B to Attachment 1: Legal Description of Power Line Utility Easement to be assigned to
23 SCL

24 Exhibit C to Attachment 1: Legal Description of Water and Sewer Utility Easements to be
25 assigned to SPU

SDOT 520 Quit Claim ORD ATT 1
August 30, 2013
Version #2

Attachment 1
Form of Quit Claim Deed

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

Document Title: Quitclaim Deed
Reference Number of Related Document:
Grantor(s): City of Seattle
Grantee(s): State of Washington, Department of Transportation
Legal Description: GL 1 & NW¼ Section 21, Township 25 North, Range 4 East, W.M.
Additional Legal Description is on Page __ of Document.
Assessor's Tax Parcel Number:

QUITCLAIM DEED

State Route 520, Roanoke Connection 10th Avenue North to Montlake Interchange.

The Grantor, **The City of Seattle, a Washington municipal corporation (the "City or "Grantor")**, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, convey(s) and quitclaim(s) to the **State of Washington, acting by and through its Department of Transportation (WSDOT or Grantee)**, the following described real property, and any after acquired interest therein, situated in King County, in the State of Washington:

For legal description and additional conditions
See **Exhibit A** attached hereto and made a part hereof.

RESERVING to the Grantor and its successors and assigns a 10 foot wide perpetual, non-exclusive easement, as more specifically described in **Exhibit B** attached hereto and made part hereof (the "**Electric Easement Area**"), for all purposes necessary, convenient or incidental to the operation and maintenance of Grantor's electric distribution system, including the addition, removal or replacement of same at Grantor's election, either in whole or in part with either like or different sized facilities. The Grantor shall submit plans for any

QUITCLAIM DEED

proposed improvements to the Grantee to determine whether there are any conflicts with Grantee's planned project improvements as part of the I-5 to Medina project or any other work by Grantee within Grantee's highway facility and to coordinate construction impacts. If conflicts are discovered the Grantor and Grantee shall work in good faith to eliminate any potential construction conflicts. Grantee approval of proposed utility improvements will not be unreasonably withheld, conditioned or delayed.

RESERVING to the Grantor and its successors and assigns a 15 foot wide perpetual, non-exclusive easement, as more specifically described in **Exhibit C, Tract 1** attached hereto and made part hereof (the "**Water Easement Area**"), for all purposes necessary, convenient or incidental to the operation and maintenance of Grantor's water distribution system, including the addition, removal or replacement of same at Grantor's election, either in whole or in part with either like or different sized facilities. The Grantor shall submit plans for any proposed improvements to the Grantee to determine whether there are any conflicts with Grantee's planned project improvements as part of the I-5 to Medina project or any other work by Grantee within Grantee's highway facility and to coordinate construction impacts. If conflicts are discovered the Grantor and Grantee shall work in good faith to eliminate any potential construction conflicts. Grantee approval of proposed utility improvements will not be unreasonably withheld, conditioned or delayed.

RESERVING to the Grantor and its successors and assigns a 20 foot wide perpetual, non-exclusive easement, as more specifically described in **Exhibit C, Tract 2** attached hereto and made part hereof (the "**Replacement Water Easement Area**"), for all purposes necessary, convenient or incidental to the operation and maintenance of Grantor's water distribution system, including the addition, removal or replacement of same at Grantor's election, either in whole or in part with either like or different sized facilities. The Grantor shall submit plans for any proposed improvements to the Grantee to determine whether there are any conflicts with Grantee's planned project improvements as part of the I-5 to Medina project or any other work by Grantee within Grantee's highway facility and to coordinate construction impacts. If conflicts are discovered the Grantor and Grantee shall work in good faith to eliminate any potential construction conflicts. Grantee's approval of proposed utility improvements will not be unreasonably withheld, conditioned or delayed.

Upon completion of the relocation of the water distribution line, the Grantor shall relinquish, by Quitclaim Deed, the Water Easement Area. It is acknowledged by the Grantor and Grantee that the Replacement Water Easement Area's legal description may need to be amended after completion of the relocation and a document recorded with King County to reflect the actual location of the relocated water distribution system.

RESERVING to the Grantor and its successors and assigns a 15 foot wide perpetual non-exclusive easement, as more specifically described in **Exhibit C, Tract 3** attached hereto and made part hereof (the "**Wastewater Easement Area**"), for all purposes necessary, convenient

QUITCLAIM DEED

or incidental to the operation and maintenance of Grantor's storm and wastewater collection system, including the addition, removal or replacement of same at Grantor's election, either in whole or in part with either like or different sized facilities. The Grantor shall submit plans for any proposed improvements to the Grantee to determine whether there are any conflicts with Grantee's planned project improvements as part of the I-5 to Medina project or any other work by Grantee within Grantee's highway facility and to coordinate construction impacts. If conflicts are discovered the Grantor and Grantee shall work in good faith to eliminate any potential construction conflicts. Grantee approval of proposed utility improvements will not be unreasonably withheld, conditioned or delayed.

The Grantor shall maintain at its sole expense the Grantor's facilities in the Electric Easement Area, the Water Easement Area, Replacement Water Easement Area and the Wastewater Easement Area (collectively the "Areas"). Subject to the conditions stated herein, Grantor shall have the right of reasonable access to Grantor's electric, water and wastewater facilities located within the Areas.

No excavation shall be made or obstacle placed within the limits of the Grantee's highway facility in such a manner as to interfere with the travel over said road unless authorized by the Grantee. Grantee shall not unreasonably withhold, condition or delay such authorization.

Any maintenance, repair, alteration, or reconstruction of the Grantor's facilities in said Areas by the Grantor shall be done in coordination with Grantee's operation, and in such a manner as will cause the least practical interference with Grantee's operation and maintenance of the highway facility. Prior to any work starting the Grantor shall submit a work plan showing traffic control devices, hours of work and the expected duration of the work to the Grantee for approval at least 30 days prior to the commencement of said work, which approval shall not be unreasonably withheld, conditioned or delayed. The work plan shall also include a restoration plan for work done on the Grantee's property, if applicable. The work plan shall be submitted to the WSDOT Regional Utility Office and the Regional Maintenance Office. In the case of emergency repairs the Grantor shall notify the Regional Maintenance Office. Upon completion of any work, all rubbish and debris shall be immediately removed and the highway facility shall be in as good a condition as immediately before the work by the Grantor to the reasonable satisfaction of the Grantee.

Except as outlined herein or as otherwise available to the public, the Grantor, its successors or assigns, shall have no right of ingress, egress to, from and between Grantee's limited access facility, articulated as SR 520, Roanoke Connection 10th Avenue North to Montlake Interchange, SR 520, SR 5 Vicinity to Evergreen Point Bridge and the lands herein described, nor shall the Grantor herein, its, successors, or assigns, be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance or operation of said highway.

QUITCLAIM DEED

Dated: _____

City of Seattle

Name

Name

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____

James M. Salter
Acquisition Program Manager

Date: _____

Acknowledgment

Exhibit A to Attachment 1

Legal Description of Property to be Quit Claimed to WSDOT

All that portion of Government Lot 1 and the Northwest quarter of Section 21, Township 25 North, Range 4 East, W.M., in King County, Washington as condemned in King County Superior Court Cause No. 566846 and as conveyed by King County Recording Numbers 5369088, 3962533 and 5395734;

TOGETHER WITH North Street, 22nd Ave, East Montlake Pl E, West Montlake Pl E, E Roanoke St, South Street, Roanoke St. and Montlake Blvd E

TOGETHER WITH all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between SR 520, Roanoke Connection 10th Avenue North to Montlake Interchange and the remainders of said Parcels identified on Sheet 5 of said plan as SE-7-2, SE-7-3, SE-7-4, SE-7-5, SE-7-6, SE-7-7, SE-7-8, SE-7-9, SE-7-10, SE-7-11, SE-7-12, and SE-7-14 all as condemned in King County Superior Court Cause No. 566846 and as conveyed by King County Recording Numbers 5369088, 3962533 and 5395734. EXCEPT that unlimited access will be allowed to Lake Washington Blvd.

All of the above lying between the following two lines:

Line 1:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) MONT-W 33+00 on the Montlake-W line survey of SR 520, Roanoke Connection 10th Avenue North to Montlake Interchange and 40 feet Northwesterly therefrom; thence Northeasterly, parallel with said line survey, to a point opposite HES MONT-W 33+88.50 thereon; thence Northerly to a point opposite said HES and 48 feet Northwesterly therefrom; thence North 70°28'24" East a distance of 366.175 feet Northwesterly therefrom; thence Northeasterly, along a curve to the left, having a radius of 120 feet a distance of 132.80 feet, to the intersection with the West line of Montlake Blvd. as it existed on January 27, 1961; thence North 01°25'23" East, along said West line, a distance of 184.00 feet; thence South 88°34'37" East a distance of 150.00 feet; thence South 22°52'57" East a distance of 34.01 feet, to a point on the South line of Lot 1, Block 4, Montlake Park Addition, as recorded in Volume 18 of plats, page 20, records of King County, Washington; thence South 88°34'37" East a distance of 12 feet; thence South 27°21'37" East a distance of 30 feet; thence Southeasterly, along a curve to the left, having a radius of 220 feet a distance of 199.22 feet; thence South 79°14'37" East a distance of 255.24 feet; thence Southeasterly, along a curve to the left, having a radius of 400 feet a distance of 49.68 feet; thence South 86°21'37" East a distance of 34.18 feet; thence North 01°25'23" West a distance of 76.50 feet; thence North 17°48'44" East a distance of 88.60 feet; thence South 88°34'37" East a distance of 15 feet; thence South 01°25'23" West a distance of 120 feet; thence South 88°34'37" East a distance of 131.88 feet to a point opposite HES BL 46+50 on the SR 520 line survey of said highway and 137.13 feet Northerly therefrom and the terminus of said Line 1.

Line 2:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) E.-Montlake 33+10 on the E. Montlake line survey of SR 520, Roanoke Connection 10th Avenue North to Montlake Interchange and 25 feet Southwesterly therefrom; thence Southeasterly, parallel with said line survey to a point on the West line of that certain property conveyed to the State of Washington by deed recorded May 25, 1961, under King County Recording Number 5287803; thence Southerly along said Westerly line to the southwesterly corner of said property; thence Southeasterly, along the southerly boundary of said property to the southeasterly corner of said property; thence South 88°33'49" East a distance of 14.63 feet; thence Northeasterly along a curve to the right, having a radius of 125 feet a distance of 90.00 feet; thence South 88°33'49" East a distance of 22.63 feet; thence North 39°33'26" East a distance of 387.96 feet; thence North 78°25'43" East a distance of 11.06 feet; thence North 81°47'45" East a distance of 72.36 feet; thence Northeasterly along a curve to the right, having a radius of 2974 feet a distance of 110.81 feet and point of compound curvature; thence Northeasterly, along a curve to the right, having a radius of 1774.58 feet a distance of 232.40 feet to a point opposite HES BL 44+79.74 P.T. on the SR 520 line survey of said highway and 73.50 feet Southerly therefrom; thence South 88°33'57" East a distance of 171.17 feet to a point opposite HES BL 46+50 on said SR 520 line survey and 73.63 feet Southerly therefrom and the terminus of said Line 2

The specific details concerning all of which are to be found on sheet 5 of that certain plan entitled SR 520, Roanoke Connection 10th Avenue North to Montlake Interchange bearing date of approval June 2, 1965, revised June 14, 1982 and on sheets 5 and 6 of that certain plan entitled SR 520, SR 5 Vicinity to Evergreen Point Bridge bearing date of approval June 17, 2005, as revised; all of record and on file in the office of the Secretary of Transportation at Olympia.

Exhibit B to Attachment 1
Legal Description of Power Line Utility Easement to be assigned to SCL

For the Electric Facilities

That portion of the property described on hereinbefore attached Exhibit A described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 145+44± on the line survey of SR 520, SR 5 Vicinity to Evergreen Point Bridge and 73.5 feet Southwesterly therefrom; thence Easterly, parallel with said line survey, to a point opposite HES 145+54± thereon; thence Northeasterly to a point opposite HES 145+54± on said line survey and 90.6 feet Northeasterly therefrom; thence Northeasterly to a point opposite HES 145+51± on said line survey and 257.3 feet Northeasterly therefrom; thence Northwesterly, parallel with said line survey to a point opposite HES 145+41± thereon; thence Southwesterly to point opposite HES 145+44± on said line survey and 90.4 feet Northeasterly therefrom; thence Southwesterly to the point of beginning.

The specific details concerning all of which are to be found on sheet 5 of that certain plan entitled SR 520, Roanoke Connection 10th Avenue North to Montlake Interchange bearing date of approval June 2, 1965, revised June 14, 1982 and on sheets 5 and 6 of that certain plan entitled SR 520, SR 5 Vicinity to Evergreen Point Bridge bearing date of approval June 17, 2005, as revised; all of record and on file in the office of the Secretary of Transportation at Olympia.

Exhibit C to Attachment 1

Legal Description of Water and Sewer Utility Easement to be assigned to SPU

For the Water and Wastewater Facilities

Tract 1:

That portion of the property described on hereinbefore attached Exhibit A described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 141+09± on the SR 520 line survey of SR 520, SR 5 Vicinity to Evergreen Point Bridge and 97.6 feet Southwesterly therefrom; thence Easterly to a point opposite HES 141+25± on said line survey and 97.2 feet Southwesterly therefrom; thence Northwesterly to a point opposite HES 141+40± on said line survey and 143.3 feet Northeasterly therefrom; thence Northwesterly to a point opposite HES 141+20± on said line survey and 163.4 feet Northeasterly therefrom; thence Northerly to a point opposite HES 141+34± on said line survey and 273.9 feet Northeasterly therefrom; thence Westerly to a point opposite HES 141+21± on said line survey and 275.9 feet Northeasterly therefrom; thence Southerly to a point opposite HES 141+06± on said line survey and 158.0 feet Northeasterly therefrom; thence Southeasterly to a point opposite HES 141+25± on said line survey and 137.3 feet Northeasterly therefrom; thence Southeasterly to the point of beginning.

Tract 2:

That portion of the property described on hereinbefore attached Exhibit A described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 141+24.56± on the SR 520 line survey of SR 520, SR 5 Vicinity to Evergreen Point Bridge and 97.21 feet Southwesterly therefrom; thence Easterly to a point opposite HES 141+45.94± on said line survey and 96.50 feet Southwesterly therefrom; thence Northwesterly to a point opposite HES 141+59.75± on said line survey and 182.03 feet Northwesterly therefrom; thence Southwesterly to a point opposite HES 141+22.80± on said line survey and 184.42 feet Northwesterly therefrom; thence Southwesterly to a point opposite HES 141+20.16± on said line survey and 164.58 feet Northwesterly therefrom; thence Easterly to a point opposite HES 141+40.77± on said line survey and 163.11 feet Northwesterly therefrom; thence Southeasterly to the point of beginning.

Tract 3:

That portion of the property described on hereinbefore attached Exhibit A described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES)

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137+01± on the line survey of SR 520, SR 5 Vicinity to Evergreen Point Bridge and 318.7 feet Southwesterly therefrom; thence Northeasterly to a point opposite HES 138+27± on said line survey and 235.4 feet Southwesterly therefrom; thence Northerly to a point opposite HES 138+60± on said line survey and 143.2 feet Southwesterly therefrom; thence Westerly to a point opposite HES 138+44± on said line survey and 138.6 feet Southwesterly therefrom; thence Southerly to a point opposite HES 138+14± on said line survey and 225.8 feet Southwesterly therefrom; thence Southwesterly to a point opposite HES 136+77± on said line survey and 316.6 feet Southwesterly therefrom; thence Northeasterly to the point of beginning.

The specific details concerning all of which are to be found on sheet 5 of that certain plan entitled SR 520, Roanoke Connection 10th Avenue North to Montlake Interchange bearing date of approval June 2, 1965, revised June 14, 1982 and on sheets 5 and 6 of that certain plan entitled SR 520, SR 5 Vicinity to Evergreen Point Bridge bearing date of approval June 17, 2005, as revised; all of record and on file in the office of the Secretary of Transportation at Olympia.

Grantor's Initials

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle Department of Transportation (SDOT)	Calvin Chow, 4-4652	Christie Parker, 4-5211

Legislation Title: AN ORDINANCE relating to certain properties and right-of-way located at the Montlake interchange of State Route 520; authorizing the Director of the Seattle Department of Transportation to execute and deliver a Quit Claim Deed to the Washington State Department of Transportation for these properties and right-of-way; and reserving utility easements for Seattle Public Utilities and Seattle City Light.

Summary of the Legislation: This legislation relinquishes property located within the State Route (SR) 520 limited access boundary at the Montlake interchange to WSDOT by Quit Claim Deed. This transaction is necessary to allow for the construction of the West Approach Bridge North phase of the SR-520 project. The Quit Claim Deed reserves utility easements for an existing 54" water main, an existing 66" combined sewer, and buried power lines located on this property. In addition, the Quit Claim Deed reserves a utility easement for the future relocation of the 54" water main that is anticipated as part of future phases of the SR-520 project.

Background:

As part of the initial construction of SR-520, the City of Seattle acquired properties for limited access highway purposes and the construction of the Montlake intersection. WSDOT continues to operate and maintain the limited-access highway facilities across these properties, however the underlying property rights were never transferred to WSDOT after the completion of SR-520 and remain with the City of Seattle.

WSDOT has funding to rebuild the West Approach Bridge North (WABN) as part of the SR-520 project, which will impact these properties. WSDOT has the authority to assume jurisdictional control over these properties for transportation purposes (as well as the affected Montlake Boulevard right-of-way) through the State's limited access process.

This legislation transfers jurisdictional control of the property to WSDOT by quit claim deed, reserving easements for SPU and SCL facilities in the area. These facilities include a 54" water main, a 66" combined sewer, and buried power lines. The water main will not be impacted by the WABN project, but will need to be relocated in a future phase of SR-520 reconstruction. This legislation also preserves an easement for the future location of the water main, based on a conceptual design developed by WSDOT (Attachment A to this fiscal note).

Preserving these utility easements will ensure that critical public utilities have the continued right to exist in the corridor, and that future transportation projects that require relocation of these utilities will bear the financial responsibility for their relocation.

Please check one of the following:

This legislation does not have any financial implications.

This legislation has financial implications.

This legislation has indirect financial implications. There are no appropriations, revenues, positions, or spending associated with this legislation.

Appropriations:

No appropriations required.

Anticipated Revenue/Reimbursement Resulting from this Legislation:

No revenue/reimbursement anticipated.

Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact:

No positions affected.

Do positions sunset in the future?

N/A.

Spending/Cash Flow:

No spending/cash flow anticipated.

Other Implications:

a) Does the legislation have indirect financial implications, or long-term implications?

This legislation has indirect and long-term implications. The legislation protects SPU and SCL against future utility relocation costs associated with future phases of the SR-520 project by establishing utility easements through the Montlake interchange area.

b) What is the financial cost of not implementing the legislation?

Without this legislation, WSDOT would seek to acquire jurisdictional control of the property through the limited access process which may not result in clear utility easement right for SPU and SCL facilities. Without clear utility easement rights, SPU and SCL may bear some responsibility for relocating their facilities due to SR-520 construction. Relocating these facilities (particularly the 54" water main and 66" combined sewer) is expected to cost several millions of dollars.

c) Does this legislation affect any departments besides the originating department?

SDOT has worked closely with SPU and SCL to prepare this legislation. Additional key staff contacts are Bill Benzer (SPU) and Dan Herman (SCL).

d) What are the possible alternatives to the legislation that could achieve the same or similar objectives?

No viable alternatives identified.

e) Is a public hearing required for this legislation?

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 showing the property to be quit claimed to WSDOT and the reserved utility easements is included as Attachment B to this fiscal note.

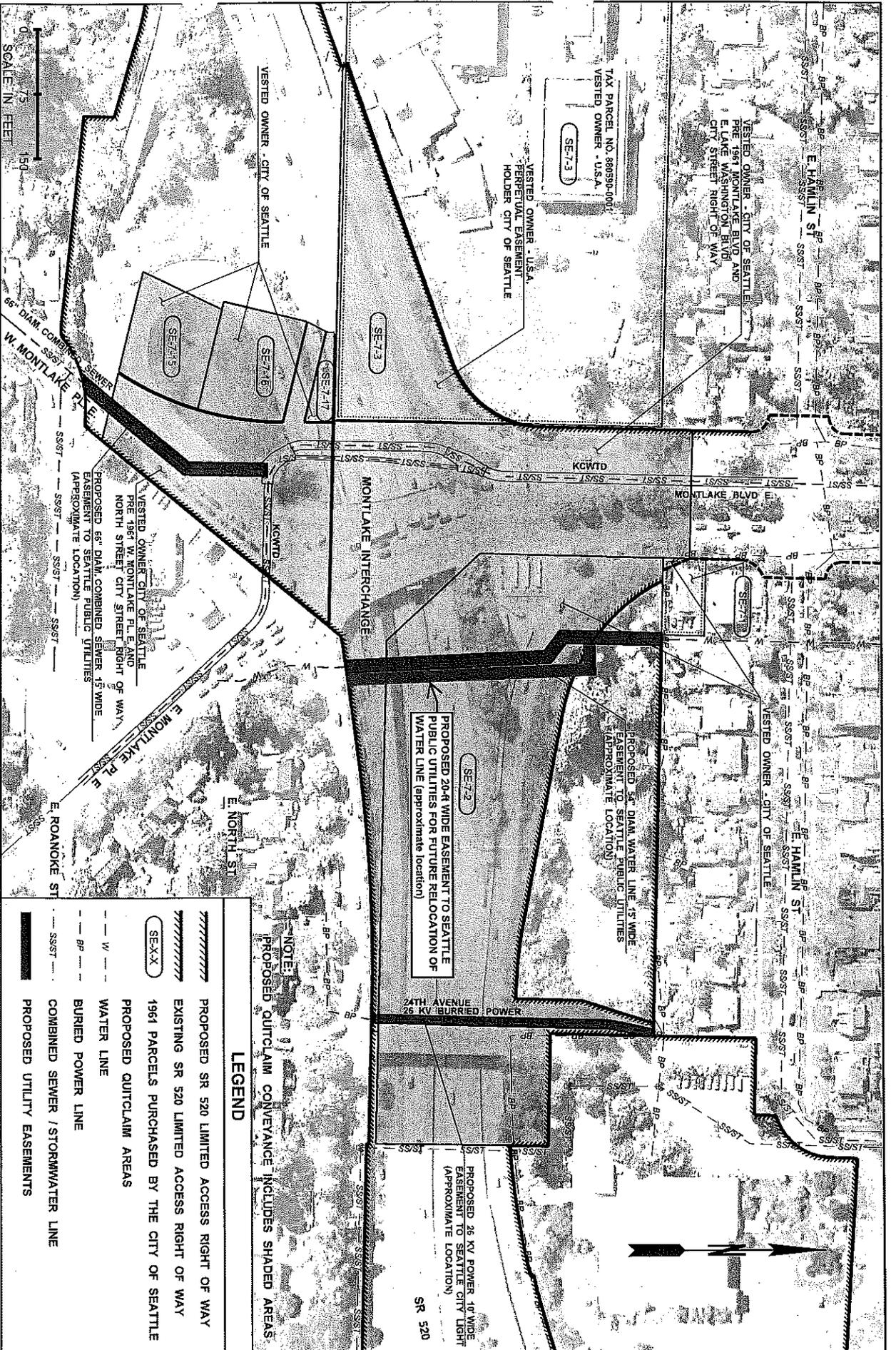
h) Other Issues:

None identified.

List attachments to the fiscal note below:

Attachment A – WSDOT Conceptual Design for Relocation of 54” Water Main

Attachment B – Map of Quit Claim and Reserved Utility Easements



SCALE IN FEET
0 15 30

Washington State
Department of Transportation

SR 520 Bridge Replacement and HOV Program



WABN / MONTLAKE INTERCHANGE LIMITED ACCESS RIGHT OF WAY CONVEYANCE AND PROPOSED SEATTLE UTILITY EASEMENTS

LEGEND

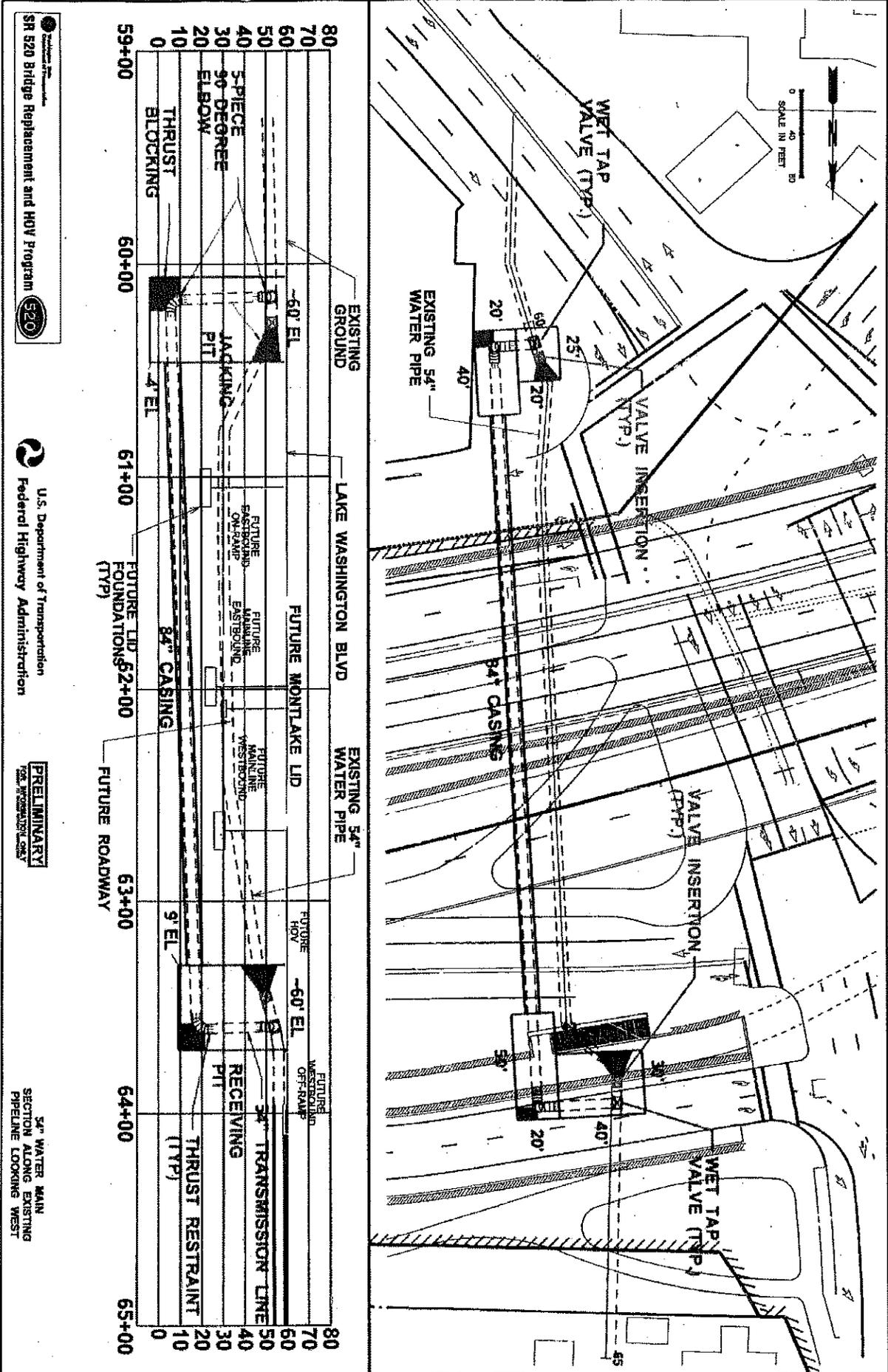
	PROPOSED SR 520 LIMITED ACCESS RIGHT OF WAY
	EXISTING SR 520 LIMITED ACCESS RIGHT OF WAY
	1961 PARCELS PURCHASED BY THE CITY OF SEATTLE
	PROPOSED QUITCLAIM AREAS
	WATER LINE
	BURIED POWER LINE
	COMBINED SEWER / STORMWATER LINE
	PROPOSED UTILITY EASEMENTS

NOTE:
PROPOSED QUITCLAIM CONVEYANCE INCLUDES SHADED AREAS

PLOTTED BY wcrabug
DATE 8/22/2013
FILE NAME Montlake_JC_ROW_Conveyance_&_Easements_Rev_20130819

This Map is for informational purposes only and is not intended to modify anything in legislation

Attachment B - Map of Quit Claim and Reserved Utility Easements
SDOT 520 Quit Claim FISC ATT B.pdf
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Attachment A - WSDOT Conceptual Design for Relocation of 54" Water Main
 SDOT 520 Quit Claim FISC ATT A.pdf
 August 29, 2013
 Version #1

SR 520 Bridge Replacement and HOV Program
 520

U.S. Department of Transportation
 Federal Highway Administration

PRELIMINARY
 THE WASHINGTON STATE DEPT. OF TRANSPORTATION



City of Seattle
Office of the Mayor

September 10, 2013

Honorable Sally J. Clark
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Clark:

I am transmitting the attached proposed Council Bill that authorizes the transfer of right-of-way and property in the vicinity of the Montlake/SR-520 intersection to the Washington State Department of Transportation (WSDOT) by quit claim deed. WSDOT is seeking jurisdictional control of these properties in order to begin construction on the next funded phase of the SR-520 project, the West Approach Bridge North (WABN).

Although WSDOT continues to operate and maintain SR-520 over these properties, the underlying property rights were never transferred to WSDOT following the original SR-520 construction. WSDOT has the authority to assume jurisdictional control over these properties for transportation purposes through the State's limited access process. The quit claim deed will allow for this transfer of jurisdiction, while reserving utility easements for City-owned utilities in the area, including a water main, combined sewer, and buried power lines.

While some of these utilities will not be affected by the WABN phase of the SR-520 project, future phases of SR-520 will require relocation. These utility easements ensure that critical water, sewer, and power facilities will maintain the right to operate through this critical area, and that relocation costs will be the responsibility of future phases of the transportation project.

Thank you for your consideration of this legislation. Should you have questions about this legislation or the SR-520 project, please contact Calvin Chow (SDOT) at 684-4652.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council