Ordinance No. 123800

Council Bill No. 117367

AN ORDINANCE relating to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to execute, for and on behalf of The City of Seattle, an easement agreement granting a non-exclusive easement for ingress, egress, and public utilities under, over, and across The City of Seattle's fee-owned [municipal water pipeline property] for the benefit of abutting property owned by 112 Skyway Associates LLC located in the Skyway area of unincorporated King County just south of Seattle in the NW ¼ of the NE ¼ of Section 11, Township 23 North, Range 4 East, W. M.

Related Legislation File: _____

Date Introduced and Referred: Dec. 5, 2011	To: (committee): Seattle Public Utilities and Neighborhoods
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: 12.19.11	Date Presented to Mayor: 12.20.11
Date Signed by Mayor: 12.28.11	Date Returned to City Clerk: 12.29.11
Published by Title Only X Published in Full Text _____	Date Vetoed by Mayor:
Date Veto Published:	Date Passed Over Veto:
Date Veto Sustained:	Date Returned Without Signature:

The City of Seattle – Legislative Department

Council Bill/Ordinance sponsored by: _____

Committee Action:

Date	Recommendation	Vote
12/13/11	Support	(MOB, BH) 2-0

This file is complete and ready for presentation to Full Council. _____

Full Council Action:

Date	Decision	Vote
12.19.11	Passed	9-0

LAW DEPARTMENT

Robert Gambill
SPU, 112 Skyway Road Easement, ORD
October 13, 2011
Version # 2

ORDINANCE 123800

AN ORDINANCE relating to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to execute, for and on behalf of The City of Seattle, an easement agreement granting a non-exclusive easement for ingress, egress, and public utilities under, over, and across The City of Seattle's fee-owned [municipal water pipeline property] for the benefit of abutting property owned by 112 Skyway Associates LLC located in the Skyway area of unincorporated King County just south of Seattle in the NW ¼ of the NE ¼ of Section 11, Township 23 North, Range 4 East, W. M.

WHEREAS, 112 Skyway Associates LLC owns property abutting a City fee-owned 30-foot wide right of way in which the City operates a municipal water pipeline and appurtenances, and plans to develop its abutting property for residential housing; and

WHEREAS, access to the 112 Skyway Associates LLC property is via a road easement that travels 800 feet along the City's pipeline right of way; and

WHEREAS, 112 Skyway Associates LLC and the City desire to avoid having additional residential traffic using the 800 foot long existing road easement; and

WHEREAS, 112 Skyway Associates LLC is requesting the City grant a new easement to access its property using a 30-foot crossing of the City's pipeline right of way; and

WHEREAS, the City is willing to grant 112 Skyway Associates LLC the requested easement; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. After a public hearing and pursuant to the provisions of RCW 35.94.040, certain real property rights in King County, Washington, legally described in Attachment 1 and attached hereto, are hereby declared to be no longer required for providing public utility service and to be surplus to the City's needs.

Section 2. Upon receipt of payment in the amount of $3,900.00, the Director of Seattle Public Utilities or his designee is hereby authorized to execute, for and on behalf of the City of Seattle, an easement agreement with 112 Skyway Associates LLC, a Washington Limited Liability Company, substantially in the form of the Easement Agreement (Attachment 1 hereto) granting a non-exclusive easement for ingress and egress, and public utilities under, over, and across that portion of City's real property legally described in Attachment 1 and according to the terms and conditions therein.

Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 19th day of December, 2011, and signed by me in open session in authentication of its passage this 19th day of December, 2011.

President _____ of the City Council

Approved by me this 28 day of December, 2011.

Michael McGinn, Mayor

Filed by me this 29 day of December, 2011.

Monica Martinez Simmons, City Clerk

(Seal)

Attachment 1 – Easement Agreement for Ingress, Egress and Public Utilities

Attachment 1

Recording Requested By And
When Recorded Mail To:

City of Seattle SPU - WTR
700 5th Ave, Suite 4900
PO Box 34018
Seattle WA 98124-4018

EASEMENT AGREEMENT for INGRESS, EGRESS and PUBLIC UTILITIES

Reference #s of Document Released or Assigned:	None
Grantor:	The City of Seattle, Seattle Public Utilities
Grantee:	112 Skyway Associates, LLC, a Washington Limited Liability Company
Legal Description (abbreviated)	Ptn of NW ¼ of NE ¼ of Sec. 11, Twp. 23 N, Rng 4 E, W.M.
Assessor's Tax Parcel ID#:	7989800012, 7989800014, 7989800030, 7989800050, 7989800070,

112 Skyway Road Easement - SPU R/W File # 316-605

THIS AGREEMENT, made this ____ day of_____, _____ by and between THE CITY OF SEATTLE, a municipal corporation of the State of Washington, acting by and through Seattle Public Utilities, hereinafter called ("City") and 112 Skyway Associates, LLC, a Washington Limited Liability Company, hereinafter called ("Grantee"), WITNESSETH:

Recitals

1. Whereas, the City owns and operates a municipal water pipeline and appurtenances (City's Facilities) within a portion of its fee-owned 30-foot wide right of way located in the north 30 ft. of Lots 1, 2, 3, and 4, E. Steinles 40 Acre Tracts, according to the plat thereof recorded in Volume 4 of Plats, page 34, in unincorporated King County, Washington just south of Seattle ("City Property"); and

2. Whereas, Grantee owns property legally described as:

   That Portion of Lots 1, 2, 3, and 4, E. Steinles 40 Acre Tracts, according to the plat thereof recorded in Volume 4 of Plats, page 34, in King County, Washington, lying northeasterly of City of Seattle transmission line as established by deeds recorded under recording numbers 2640883 and 2642325; EXCEPT the north 30 feet thereof conveyed to the City of Seattle by deeds recorded under recording Numbers 4190255 and 4191334 ("Grantee Property"); and

3. Whereas, Grantee plans to develop the Grantee Property as residential building sites; and

4. Whereas, Grantee has requested an easement under, over and across City Property, for a private roadway for ingress, egress, and public utilities, which may include gas, electricity, sewer, drainage and communications that will be owned and operated by a public utility company, including a temporary construction easement for the purpose of the construction of such roadway, and

5. Whereas, City is willing to grant the easement under certain terms and conditions;

Now therefore, for and in consideration of TEN and NO/100 Dollars ($10.00), mutual and off-setting benefits, and subject to the terms and conditions, mutual covenants and agreements hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. EASEMENT GRANT AND AGREEMENT

1. Subject to the purpose, terms, conditions, and restrictions herein described, City hereby grants to Grantee, a non-exclusive easement for a private roadway for ingress and egress, and public utilities under, over and across that portion of City's right of way, including a temporary construction easement for the purpose of the construction of such roadway for a length of time to be determined at the time the roadway construction plans are approved by Seattle Public Utilities, as legally described in pages 1 and 2 of Exhibit A, attached and incorporated herein ("Easement Area"), for the benefit of the Grantee Property.

2. All references to the City's activities or use of its City Property, including the Easement Area, shall also apply to City officers, employees, agents, consultants, contractors, representatives, invitees, or licensees.

3. All references to 112 Sky Associates, LLC or Grantee activities or use of the Easement Area, shall also apply to successors, heirs, assigns, officers, employees, agents, consultants, contractors, representatives, invitees, or licensees of Grantee or 112 Sky Associates, LLC.

4. This Easement Area is granted only to serve the existing Grantee Property for up to 12 residential housing units; it cannot be used for any other purpose or serve property other than the existing Grantee Property.

B. Rights Reserved by the City

1. City retains the right to grant or deny permission to use or occupy the Easement Area for any other purpose; provided that such use or occupancy shall not unreasonably conflict with the Grantee's rights granted herein.

2. The City shall have the right to enter upon said Easement Area at any and all times for the purpose of the security, operation, maintenance, or reconstruction of the existing and future City Facilities, including the right to temporarily close the ingress and

egress area in the Easement Area to travel when necessary for City's operational needs.

3. City shall have the right to install, repair, replace, maintain, operate and make lateral connections to any of its City Facilities within the Easement Area. This may result in the Easement Area being blocked temporarily or Grantee's facilities being disturbed. Grantee will restore its own facilities at no expense to the City.

C. Existing Uses and Rights

1. Easement Area may be subject to other authorized uses and existing rights, and the Grantee shall not interfere with access or use by other such authorized uses and rights.

D. Grantee's Use of the Easement Area

1. Grantee's use of the Easement Area is for only the limited purposes herein described, and Grantee is responsible for limiting its use to those purposes approved herein.

2. Grantee shall acquire no right or interest in the Easement Area, or to the occupancy of the same, or any part thereof, other than for herein described.

3. Grantee's use of the Easement Area shall not interfere with the security, or the present or future use of the City Property by City for municipal utility purposes.

E. Private Road and Storm Drain System

1. Grantee shall be responsible for the design, construction, operation, maintenance and safety of the private road, including any storm drainage facilities installed as part of or with the road within the Easement Area, which shall be at no cost or expense to City.

2. Grantee shall construct the road and storm drain facilities in accordance with plans approved by Seattle Public Utilities, and to the specifications of any agency or subdivision of government having jurisdiction, but in no case to specifications of a lower standard than those of the American Association of Highway and Transportation Officials HS20-44 Standard Truck Loading.

3. The grading of the road and access to it shall be designed to allow for City vehicles and equipment to enter and exit the road and Easement Area from and to the patrol road on City Property.

F. Construction Activities within the Easement Area

1. Before undertaking the construction, reconstruction, repairs or maintenance of the road, storm drainage facilities, or other public utilities, plans must be submitted to, and approved by Seattle Public Utilities. Such plans shall indicate the permanent grade

established and depth of cover over any existing pipelines and other existing utilities, and shall show the drainage pattern within the vicinity.

2. Vehicles exceeding the HS20-44 Standard Truck Loading limit may not enter the Easement Area without permission from Seattle Public Utilities. Seattle Public Utilities may require pipe protection procedures including temporary bridging or some other load dispersing methods.

3. Any construction traffic related to the development of the Grantee's Property or building of structures, including but not limited to the delivery of construction materials, may not enter the Easement Area without permission from the Seattle Public Utilities even if the trucks meet the HS20-44 loading limit. The City may require pipe protection procedures including temporary bridging or some other load dispersing methods because of the frequency and duration of heavy traffic.

4. To protect the City facilities, the City has the right to stop work or modify the approved plans or use of its City Property during any construction.

G. Other Grantee Responsibilities

1. Grantee shall be responsible for the purchase cost and installation of guardrail, fencing or other traffic control devices as required by the City and any agency or subdivision of government having jurisdiction to control access to the private road for the purposes herein.

2. Grantee shall be responsible for the purchase cost and installation of gates and guardrails or fencing for the purpose of controlling access to the patrol road and City Property as required by the City. There shall be one gate on each side of the Easement Area, to be located as approved by the City. Upon completion of the installation, the City will own, maintain and have access to the gates. If gates or guardrails controlling access to City Property are damaged by Grantee's use of the Easement Area, City will invoice Grantee or its successors and assigns for the reasonable cost to fix the damage, which Grantee or its successors or assigns shall pay within 30 days. Any late payments will be charged 1% per month interest.

3. Grantee shall maintain the Easement Area in a safe, passable, orderly, and fit condition at all times.

4. All work to be prosecuted with diligence, and with due respect to all property, contracts, persons, rights and the interests and convenience of the public.

5. Any and all damage or injury done to the Easement Area, City Property, City Facilities, or facilities of others, resulting from the use of the Easement Area by Grantee, must be repaired to the City's and/or other facility owner's satisfaction within thirty (30) days of the occurrence of such damage or of notification to Grantee by the

City or other facility owner of the existence of such damage, at the sole cost and expense of Grantee or its successors or assigns.

6. If Grantee has not corrected, or made an acceptable agreement with City to correct any condition caused by Grantee that City determines as unacceptable within thirty (30) days of notification by City, City may perform such work, and all reasonable costs incurred shall be paid by Grantee within 30 days of receipt of an invoice for the work. City may act immediately for conditions which pose a threat to public health, safety or the environment. Any late payments will be charged 1% per month interest.

H. Compliance with Laws and Regulations

1. The Easement herein granted is based on the Grantee developing the Grantee Property as approved by the King County Department of Development and Environmental Services as building lots for residential housing units. If any development plan is approved by King County which allows more intensive use than 12 residential dwelling units, this Easement and Agreement is void and terminated.

2. Grantee's use of the Easement Area is subject to all applicable rules, regulations and laws governing the construction, operation and maintenance of such use, including environmental laws.

3. Purpose, terms, conditions, and restrictions herein described shall not be construed to replace or to be used in lieu of any permit or licenses which may be required, granted or supervised by any agency or subdivision of government with jurisdiction over the Grantee Facilities or the Project, including the City's issuance of Water and Sewer Availability Certificates.

4. Grantee has not relied on the City for assessing site conditions or determining the suitability of the site conditions to accommodate Grantee's construction activities within the Easement Area or for the Project.

I. Utilities

1. Grantee understands and agrees that at Grantee's sole expense, a control valve must be installed near the west margin of Renton Avenue South and South 112 Street, in order to convert the 12- inch feeder pipeline to serve the Grantee Property in a distribution capacity, including the connection of fire hydrants and water meters. The valve will be installed by the City and the City will invoice Grantee for the cost of the valve and work to install, which Grantee will pay within 30 days of receipt of the invoice. Any late payments will be charged 1% per month interest.

2. Public Utilities to serve Grantee Property only will be allowed in the Easement Area, upon approval of an application and plans for the installation by Seattle Public Utilities. Approval shall not be unreasonably withheld. Public Utilities are defined as

governmental or quasi-governmental entities or legally registered companies providing public utility services. SPU will charge its then applicable fees for the administration of the application, plan review, and operational oversight of the proposed installation.

3. Private property owners, developers, and/or homeowner's associations are not allowed to install, operate, and/or maintain any utility facilities within the Easement Area.

4. Public utility agencies must restore the roadway and Easement Area at the time of the utility installation. Restoration shall be only as approved by the City, and to the specifications of any agency or subdivision of government having jurisdiction. If the utility agency fails to restore, restoration is the responsibility of the Grantee.

5. Any City utility facilities that are installed within the Grantee's Property that will be owned by, and the responsibility, of the City, will require the Grantee to grant an easement to the City for the utilities. Grantee will be required to pay the then current standard charges for the City's acceptance of the utility easement.

J. Release and Indemnification

1. Grantee shall release, defend, indemnify and hold harmless the City and its officials, employees, agents, licensees, contractors, consultants and representatives (collectively, the "Indemnitees") from and against any and all claims, liens, demands, actions, costs, losses, expenses, harm, damages, and liability of any kind or character (collectively, "Claims"), including any damage or injury to any person or property, asserted or arising from, on account of, or caused by (i) Grantee's exercise of its rights or obligations under this Agreement, (ii) the acts or omissions of Grantee or Grantee's employees, agents, consultants, contractors, representatives, licensees or invitees in or upon the Easement Area, or (iii) the existence of, damage to, or failure of any of Grantee's improvements both on and off the Easement Area; provided, however, nothing herein shall require Grantee to indemnify and hold harmless the Indemnitees from Claims arising out of any damage or injury to any person or property to the extent caused by or resulting from the Indemnitees' sole negligence.

2. Grantees shall indemnify, defend and hold harmless Indemnitees from any and all liabilities, losses, damages, costs, expenses or claims of any kind or nature (including, without limitation, reasonable attorneys' fees and any liability for costs of investigation, abatement, remediation, cleanup, fines, penalties, or other damages arising under any environmental laws) arising out of or in connection with the disposal, release or discharge, migration, handling, or transportation of hazardous materials or substances, as that term may be defined by applicable local, state or federal law on or from any portion of Grantee's Property, Grantee Facilities or activities, uses or operations within the Easement Area, except to the extent caused by the City's municipal operations.

3. As between the parties and solely for the purpose of effectuating the indemnities contained in subsections **1** and **2** of this section **J**, Grantee specifically and expressly waives, with respect to the Indemnitees, its immunity and limitation, defense or protection on liability that may be granted to it under any industrial insurance legislation, including but not limited to, the Washington State Industrial Insurance Act, Revised Code of Washington Title 51 or any other industrial insurance, workers' compensation or similar laws of the State of Washington. This section shall not be interpreted or construed as a waiver of Grantee's right to assert any such immunity, defense or protection directly against any of its own employees or such employee's estate or other representatives. Grantee acknowledges that this subsection **3**, was specifically entered into after mutual negotiation.

   The Indemnifications set forth in this agreement shall survive the expiration or termination of this Agreement.

K. Miscellaneous

1. This Agreement and each of the terms, provisions, conditions and covenants herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No termination of this Agreement shall release Grantee or City from any liability or obligation with respect to any matter occurring prior to such termination. Upon termination of this Agreement, the Grantee shall decommission all installed improvements pursuant to applicable laws as regulated by the Local, State, and Federal agencies.

2. 112 Sky Associates, LLC and the City agree that the terms and conditions in this Easement Agreement shall be a covenant running with the land and binding on the parties, their heirs, successors, and assigns, forever, including the subsequent owners of all the lots in the Project that will be served by the 112 Sky Associates, LLC Facilities within the Easement Area. 112 Sky Associates, LLC understands and agrees that it will include a provision in a recordable covenant or other recordable format in a form acceptable to the City, prior to transferring ownership of any Grantee's Property, that legally binds all subsequent owners of the project to the terms and conditions of this Easement Agreement, including any Homeowner's Association, if any. Until such time that provision under this section is implemented and all lots in the Project are sold to subsequent owners, 112 Sky Associates, LLC will remain individually and severably liable for the terms and conditions of this Easement. If Grantee does not meet this provision prior to transferring any ownership of Grantee Property, this easement will terminate and no longer be valid.

L. Governing Law

1. This Easement Agreement shall be construed and governed under Washington Law. Venue for any action between the parties arising from the subject matter of this Easement Agreement will be in King County Superior Court.

M. Severability

1. If any provision of this Easement Agreement is found to be invalid, the remainder of the provisions of this Agreement that are not materially altered or invalidated shall remain in full force and effect.

N. Contacts

City of Seattle, Seattle Public Utilities:

24-hours: (206) 386-1800.

Real Property Services: Bob Gambill, Sr. Real Property Agent at 206-684-5969 or bob.gambill@seattle.gov, or the Director of Facilities and Real Property Services

Seattle Public Utilities, P.O. Box 34018, Seattle WA 98124-4018

Skyway Associates LLC:

Carl Winge
112 Skyway Associates LLC
PO Box 727
22936 Vashon Hwy SW
Vashon, WA 98070

Ph 206-463-5567
Fax 206-770-6450
carl.winge@cgfinc.net

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IN WITNESS WHEREOF, the parties have caused this instrument to be executed.

THE CITY OF SEATTLE

Ray Hoffman
Director, Seattle Public Utilities

Date:_____

Pursuant to Ordinance _____

112 SKYWAY Associates, LLC

Carl Winge
Its: Member / Manager

Date:_____

City of Seattle, Seattle Public Utilities Acknowledgment

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this day, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Ray Hoffman** to me known to be the **Director of Seattle Public Utilities** that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said agency, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal this _____day of _____, 2011.

_____

_____
Notary Public in and for the State of

_____

residing at _____

_____

My appointment expires _____

112 Sky Associates, LLC Acknowledgement

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Carl Winge** signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the duly authorized Member of **112 Skyway Associates, LLC** to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal this _____day of ____ _____, 2011.

_____

_____
Notary Public in and for the State of

_____

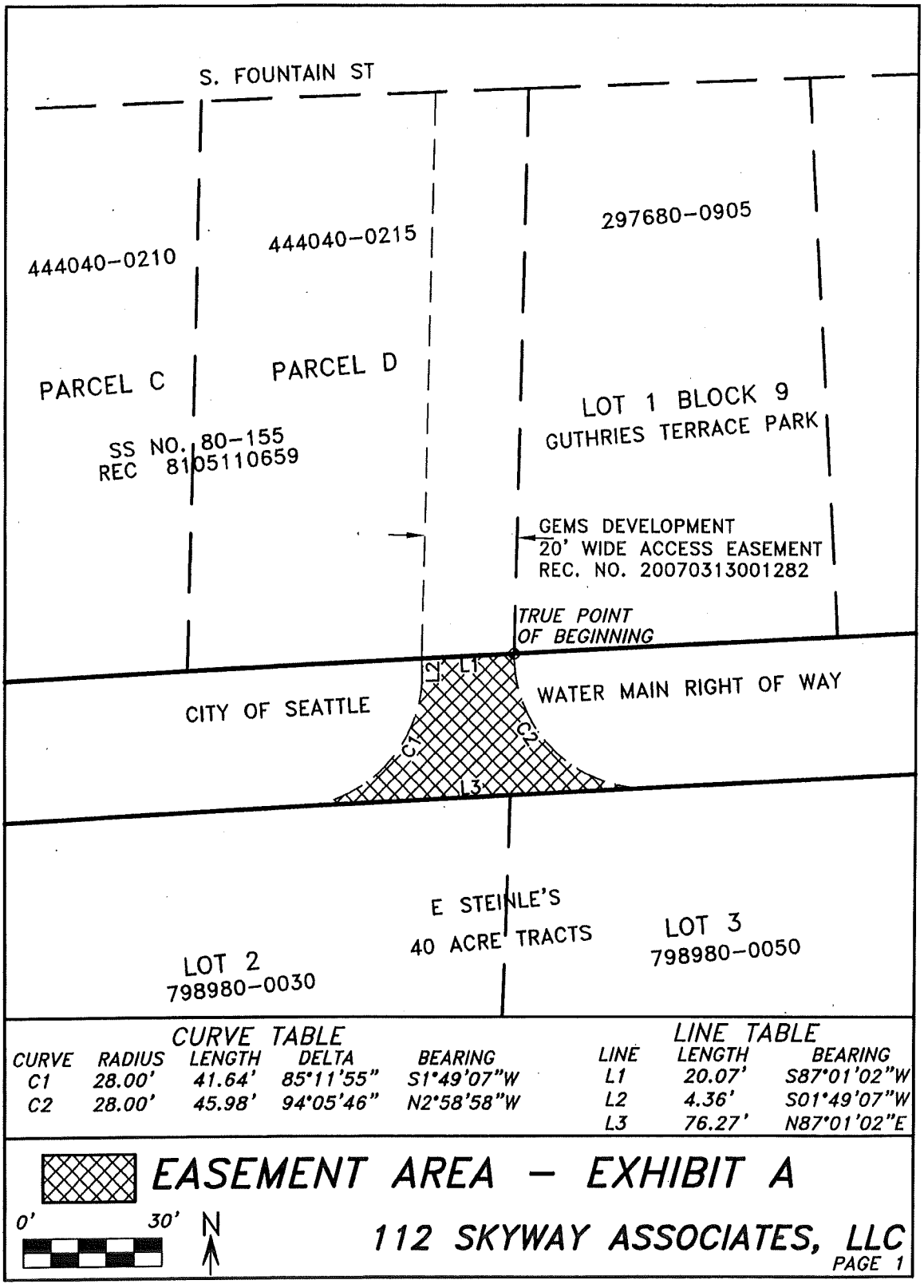
residing at _____

_____

My appointment expires _____

Robert Gambill
SPU, 112 Skyway Road Easement, ORD
October 13, 2011
Version # 1

Exhibit A to Attachment 1



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING
C1	28.00'	41.64'	85°11'55"	S1°49'07"W
C2	28.00'	45.98'	94°05'46"	N2°58'58"W

LINE TABLE

LINE	LENGTH	BEARING
L1	20.07'	S87°01'02"W
L2	4.36'	S01°49'07"W
L3	76.27'	N87°01'02"E

EASEMENT AREA – EXHIBIT A

0' 30' N

112 SKYWAY ASSOCIATES, LLC

PAGE 1

EXHIBIT A

EASEMENT AREA
LEGAL DESCRIPTION

That portion of the North 30.00 feet of Lots 2 and 3, E. Steinle's 40-Acre Tract Addition, King County, Washington, as recorded in Volume 4, at Page 34, Plats of King County, Washington; more particularly described as follows:

BEGINNING at the Northeast corner of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter of Section 11, Township 23 North, Range 4 East, W.M., which is the TRUE POINT OF BEGINNING.

THENCE South 87°01'02" West along the North line of said subdivision a distance of 20.07 feet;

THENCE South 01°49'07" West a distance of 4.36 feet to a curve to the right having a radius of 28.00 feet;

THENCE Southwesterly and Westerly along said curve through a central angle of 85°11'55" having a length of 41.64 feet to the South line of the North 30.00 feet of said subdivision;

THENCE North 87°01'02" East along said South line a distance of 76.27 feet to a non tangent curve to the right from which the center bears North 2°58'58" West 28.00 feet distant;

THENCE Northwesterly and Northerly along said curve through a central angle of 94°05'46" having a length of 45.98 feet to the POINT OF BEGINNING.

Containing 944 SF, more or less

TOGETHER WITH a 10.00 foot temporary construction easement to the East and West of said easement within the North 30.00 feet of said subdivision.

Form revised: July 12, 2011

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle Public Utilities	Bob Gambill / 684-5969	Karen Grove / 684-5805

Legislation Title:
AN ORDINANCE relating to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to execute, for and on behalf of The City of Seattle, an easement agreement granting a non-exclusive easement for ingress, egress, and public utilities under, over, and across The City of Seattle's fee-owned [municipal water pipeline property] for the benefit of abutting property owned by 112 Skyway Associates LLC located in the Skyway area of unincorporated King County just south of Seattle in the NW ¼ of the NE ¼ of Section 11, Township 23 North, Range 4 East, W. M.

Summary of the Legislation:
This legislation would authorize the Director of Seattle Public Utilities to grant a non-exclusive road and utility easement to cross City of Seattle water pipeline right of way along the alignment of South 112th Street, just west of Renton Avenue, in un-incorporated King County.

Background:
The easement will serve property owned by 112 Skyway Associates, LLC, which intends to develop its property in Skyway into residential building sites. Current access to the property is via a road easement that runs east and west along 800 feet of SPU pipeline right of way. By granting this proposed new easement, vehicular traffic would instead cross the pipeline right of way north and south using a 30-foot easement, thereby limiting the potential impact of vehicular traffic along the SPU pipeline right of way. The property owner and its assigns would be responsible for the design, construction, operation, maintenance and safety of the private road within the Easement Area.

Skyway Associates would also be required to construct the road and storm drain facilities according to plans approved by Seattle Public Utilities and to the specifications of any government agency having jurisdiction. The grading of the road and access to it would be designed to allow for City vehicles and equipment to enter and exit the road and Easement Area from and to the patrol road on City Property.

Please check one of the following:

____ **This legislation does not have any financial implications.**

__X__ **This legislation has financial implications.**

Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Department	Revenue Source	2011 Revenue	2012 Revenue
43000 Water Fund	Seattle Public Utilities	Non-operating Revenue		$3,900
TOTAL				

Revenue/Reimbursement Notes:
Seattle Public Utilities will receive a one-time payment of $3,900 for the fair market value of the easement rights.

Other Implications:

a) **Does the legislation have indirect financial implications, or long-term implications?**
No.

b) **What is the financial cost of not implementing the legislation?**
There is no direct financial cost of not implementing this ordinance. The legislation is intended to avoid financial risk associated with vehicular traffic potentially damaging SPU's Cedar River pipelines through use of the existing access easement.

c) **Does this legislation affect any departments besides the originating department?**
No.

d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**
There are no alternatives.

e) **Is a public hearing required for this legislation?**
Yes. No public hearings have been held to date. Public hearings held during Committee and Council meetings will meet the requirement for the grant of this easement.

f) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No.

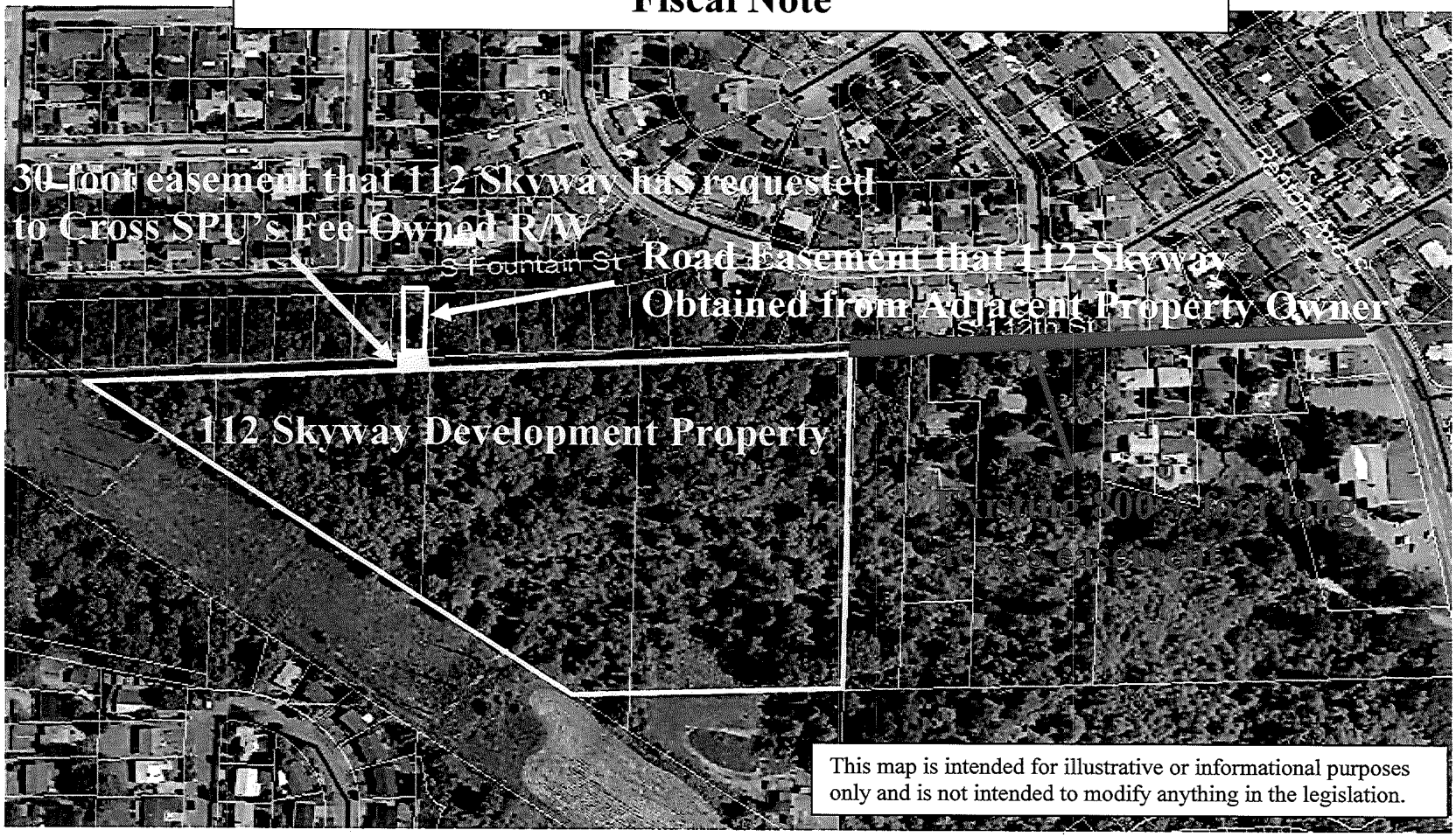
g) **Does this legislation affect a piece of property?**
Yes.

h) **Other Issues:**
None.

List attachments to the fiscal note below:
Exhibit A – Area Map

Robert Gambill
SPU 112 Skyway Easement ORD
October 13, 2011
Version # 1

EXHIBIT A to SPU 112 Skyway Easement ORD Fiscal Note



Michael McGinn
Mayor of Seattle

November 22, 2011

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill that would authorize the Director of Seattle Public Utilities to grant to a private property owner a non-exclusive easement to cross the City of Seattle's Cedar River Pipeline right of way.

The property owner, 112 Skyway Associates, LLC, plans to develop the parcel into residential building sites. The current access to the property occurs via an 800 foot-long road easement along the Cedar River pipeline right of way. Granting this easement would enable vehicular traffic to use a 30-foot crossing of the pipeline right of way instead, greatly reducing the risk of damage to the City's Cedar River pipelines. The developer would be required to construct the road and storm drain facilities according to plans approved by SPU. The road will allow for SPU vehicles and equipment to enter and exit the easement area. The property owner will pay SPU the fair market value for the easement rights.

This transaction is the product of many months of discussion and it provides both parties significant value. Thank you for your consideration of this legislation. Should you have questions, please contact Bob Gambill, Sr. Real Property Agent, at 684-5969.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Office of the Mayor
600 4th Avenue, 7th Floor
PO Box 94749
Seattle, WA 98124-4749

Tel (206) 684-7000
Fax (206) 684-5360
TDD (206) 615-0476
mike.mcginn@seattle.gov

STATE OF WASHINGTON – KING COUNTY

--ss.

279736 No. TITLE ONLY

CITY OF SEATTLE,CLERKS OFFICE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:123774,790-123805

was published on

01/06/12

The amount of the fee charged for the foregoing publication is the sum of $ 237.15, which amount has been paid in full.

Subscribed and sworn to before me on

01/06/12

Notary public for the State of Washington,
residing in Seattle

JENNIFER A. BORRERO NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 10-24-15

State of Washington, King County

City of Seattle

The full text of the following legislation passed by the City Council on December 19 2011, and published below by title only, wil be mailed upon request, or can be accessec at http://clerk.seattle.gov. For informatior on upcoming meetings of the Seattle City Council, please visit http://www.seattle.gov/ council/calendar. Contact: Office of the City Clerk at (206) 684-8344.

ORDINANCE NO. 123774

AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at page 102 of the Official Land Use Map to rezone property located at 500 Fairview Avenue North from Industrial Commercial with a 65 foot height limit to Seattle Mixed with an 85 foot height limit; and accepting a Property Use and Development Agreement in connection therewith. (Petition by BMR-500 Fairview Avenue LLC, C.F. 311061, DPD Project 3011479)

ORDINANCE NO. 123790

AN ORDINANCE relating to land use and zoning, amending Seattle Municipal Code Section 23.47A.013, enacting new Section 23.47A.009, modifying development standards, and amending the Official Land Use Map Chapter 23.32, at pages 137 and 150 to rezone areas within the West Seattle Junction Hub Urban Village.

ORDINANCE NO. 123791

AN ORDINANCE relating to the Seattle Center; authorizing the Director of Seattle Center to execute a new ten-year lease agreement with The Children's Museum, Seattle for the use and occupancy of certain space in the Center House.

ORDINANCE NO. 123792

AN ORDINANCE authorizing the Interlocal Agreement between the City of Seattle and the Port of Seattle promoting music and musicians primarily associated with Seattle and the Puget Sound region.

ORDINANCE NO. 123793

AN ORDINANCE granting the Board of Regents of the University of Washington permission to maintain and operate an underground pedestrian concourse tunnel under and across 6th Avenue north of University Street, for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; providing for acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123794

AN ORDINANCE granting 2020 Fifth Avenue, LLC permission to construct, maintain, and operate a pedestrian skybridge in the mid-block portion of the alley between 5th Avenue and 6th Avenue, south of Lenora Street, for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

ORDINANCE NO. 123795

AN ORDINANCE granting Cornish College of the Arts permission to maintain and operate a vehicular tunnel under and across the alley between 8th Avenue and 9th Avenue, north of Lenora Street, for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; providing for the acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123796

AN ORDINANCE relating to affordable housing; authorizing the Director of the Office of Housing to enter into and administer an Interlocal Cooperation Agreement with King County for a Regional Affordable Housing Program using revenues from a surcharge on document recording fees authorized by State law; and ratifying and confirming prior acts.

ORDINANCE NO. 123797

AN ORDINANCE authorizing the Superintendent of the Department of Parks and Recreation to amend the Ground Lease between the City of Seattle and the Center for Wooden Boats for development, operation and maintenance of an Education Center in Lake Union Park.

ORDINANCE NO. 123798

AN ORDINANCE relating to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to accept an extension and modification to certain lease and interlocal agreements with the City of Renton, Washington, and ratifying and confirming certain prior acts.

ORDINANCE NO. 123799

AN ORDINANCE relating to Seattle Public Utilities, authorizing the Director of Seattle Public Utilities to enter into an agreement with the City of Renton for the sale of water in an emergency from the City of Renton to the City of Seattle; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123800

AN ORDINANCE relating to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to execute, for and on behalf of The City of Seattle, an easement agreement granting a non-exclusive easement for ingress, egress, and public utilities under, over, and across The City of Seattle's fee-owned [municipal water pipeline property] for the benefit of abutting property owned by 112 Skyway Associates LLC located in the Skyway area of unincorporated King County just south of Seattle in the NW 1/4 of the NE 1/4 of Section 11, Township 23 North, Range 4 East, W. M.

ORDINANCE NO. 123801

AN ORDINANCE, relating to a vehicular and pedestrian ramp over North Northlake Way beneath the George Washington Memorial (Aurora Avenue) Bridge, amending Ordinance 118908, as amended by Ordinance 121855, updating the insurance and bond requirements, and amending the annual fee; renewing the term of the permit to the Quadrant Corporation; providing for acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123802

AN ORDINANCE relating to the use of Seattle Center Department property; amending Section 17.16.030 of the Seattle Municipal Code to authorize the Seattle Center Director to enter into leases with terms of up to ten years for food and beverage services in the Seattle Center House; establishing an oversight committee to review such leases; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123803

AN ORDINANCE related to the Board of Park Commissioners; authorizing a Get Engaged young adult position to the Board of Park Commissioners; changing the membership composition and terms of Park Commissioners; and amending Section 3.26.010 of the Seattle Municipal Code.

ORDINANCE NO. 123804

AN ORDINANCE relating to Conservation Futures Levy proceeds; authorizing the Mayor to amend the Interlocal Cooperation Agreement between the City of Seattle and King County as authorized by City of Seattle Ordinance 114978; and authorizing the deposit of 2011 allocations from King County Conservation Futures Levy proceeds into the City of Seattle's 2008 Parks Levy Fund.

ORDINANCE NO. 123805

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Publication ordered by the City Clerk

Date of publication in the Seattle Daily Journal of Commerce, January 6, 2012.

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