

Ordinance No. 124131

Council Bill No. 117714

AN ORDINANCE relating to the NE 45th Street Viaduct project; authorizing the Director of Seattle Public Utilities to acquire, accept, and record, on behalf of the City of Seattle, a permanent sewer easement from the University of Washington for a combined sewer main; placing said easement under the jurisdiction of Seattle Public Utilities; declaring a separate sanitary sewer easement in the vicinity to be surplus to the City of Seattle's needs; and authorizing relinquishment of the surplus easement.

Related Legislation File: _____

Date Introduced and Referred: <u>2.11.13</u>	To: (committee): <u>Libraries, Utilities & Center</u>
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: <u>3/4/13</u>	Date Presented to Mayor: <u>3/5/13</u>
Date Signed by Mayor: <u>3.12.13</u>	Date Returned to City Clerk: <u>3.12.13</u>
Published by Title Only <input checked="" type="checkbox"/>	Date Vetoed by Mayor:
Published in Full Text _____	
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: Godden

Committee Action:

Date	Recommendation	Vote
<u>2.22.2013</u>	<u>PASS</u>	<u>3(JG RC SB) - 0</u>

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

Full Council Action:

Date	Decision	Vote
<u>March 4, 2013</u>	<u>Passed</u>	<u>9-0</u>

LAW DEPARTMENT

CITY OF SEATTLE

ORDINANCE 124131

COUNCIL BILL 117714

1
2
3
4 AN ORDINANCE relating to the NE 45th Street Viaduct project; authorizing the Director of
5 Seattle Public Utilities to acquire, accept, and record, on behalf of the City of Seattle, a
6 permanent sewer easement from the University of Washington for a combined sewer
7 main; placing said easement under the jurisdiction of Seattle Public Utilities; declaring a
8 separate sanitary sewer easement in the vicinity to be surplus to the City of Seattle's
9 needs; and authorizing relinquishment of the surplus easement.

10 WHEREAS, Seattle Department of Transportation's (SDOT) NE 45th Street Viaduct project
11 (Project) was part of the City's Bridge Rehabilitation and Replacement program funded
12 primarily from the "Bridging the Gap" levy, voted on and passed by the citizens of
13 Seattle in November of 2006 and provided for in the City of Seattle's 2011 Adopted
14 Budget; and

15 WHEREAS, a portion of the structurally deficient 468-foot west approach of the viaduct was
16 replaced to maintain a safe and efficient travel corridor for vehicles, pedestrians, and
17 bicycles as part of the Project; and

18 WHEREAS, the University of Washington in 1979 granted the City of Seattle an easement for
19 sanitary sewer and appurtenances (Prior Sewer Easement); along NE 45th Street, which
20 the City accepted pursuant to Ordinance 108396 and recorded under Recording Number
21 7903190533; and

22 WHEREAS, the Project necessitated the relocation of the portion of the sanitary sewer and
23 appurtenances that had existed within the Prior Sewer Easement area; and

24 WHEREAS, the Prior Sewer Easement is therefore no longer required for municipal utility
25 purposes and has become surplus to the City's needs, such that Seattle Public Utilities
26 (SPU) desires to relinquish it; and

27 WHEREAS, SPU uses a combined sewer main that is within the Project area but in a different
28 location from the Prior Sewer Easement area; and

WHEREAS, SPU desires to formally obtain a new utility easement from the University of
Washington for the combined sewer main and access thereto (New Sewer Easement); and

WHEREAS, the interests of the City and SPU customers are best served by relinquishing the
Prior Sewer Easement and accepting the New Sewer Easement; NOW, THEREFORE,



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

2
3 Section 1. The Director of Seattle Public Utilities, or his designee, is authorized, on
4 behalf of the City of Seattle, to acquire, accept, and record with King County a permanent Sewer
5 Easement and Agreement, substantially in the form attached hereto as Attachment A, for a
6 combined sewer main and access over, under, across, and upon the following described real
7 property in Seattle, King County, Washington:

8 That portion of the Northeast Quarter of the Northwest quarter of Section 16,
9 Township 25 North, Range 4 East, W.M. lying south of the south margin of NE
10 45th Street as established by Washington State Legislature, Chapter 81, Laws of
11 1957, described as follows;

12 Commencing at a survey monument in case marking the intersection of the
13 monument lines of said NE 45th Street and 22nd Avenue NE from which the
14 North Quarter Corner of said Section 16 bears South 88°51'04" East a distance of
15 936.42 feet;

16 Thence South 10°35'50" West a distance of 56.93 feet to the south margin of said
17 NE 45th Street;

18 Thence North 86°28'57" East along said south margin a distance of 237.33 feet to
19 the beginning of a non-tangent curve concave to the south from which the radius
20 point for said curve bears South 03°51'02" East a distance of 485.00 feet;

21 Thence east along the arc of said curve and said south margin through a central
22 angle of 4°59'59" a distance of 42.32 feet;

23 Thence continuing along said south margin South 88°51'04" East a distance of
24 332.56 feet to the POINT OF BEGINNING;

25 Thence continuing South 88°51'04" East along said south margin a distance of
26 53.15 feet;

27 Thence South 01°08'56" West a distance of 15.00 feet;

28 Thence North 88°51'04" West parallel with said south margin a distance of 20.59
feet;



1 Thence South 02°32'25" East a distance of 15.84 feet;
2 Thence South 39°48'02" East a distance of 52.32 feet;
3 Thence South 75°06'29" East a distance of 20.08 feet;
4 Thence South 14°25'58" East a distance of 17.20 feet;
5 Thence North 75°06'29" West a distance of 33.28 feet;
6 Thence North 39°48'02" West a distance of 91.05 feet;
7 Thence North 01°08'38" East a distance of 15.00 feet to the POINT OF
8 BEGINNING.
9

10 Situate in the City of Seattle, County of King, State of Washington.

11 Easement area contains 2,530 square feet, more or less.
12

13 Section 2. The Sewer Easement and Agreement when recorded shall be placed under the
14 jurisdiction of Seattle Public Utilities.

15 Section 3. Concurrently with execution of the Sewer Easement and Agreement described
16 in Section 1, the Director of Seattle Public Utilities, or his designee, is authorized to execute on
17 behalf of the City of Seattle a Release of Easement, substantially in the form attached hereto as
18 Attachment B.
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1 Section 4. 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 March, 2013, and
5 signed by me in open session in authentication of its passage this
6 4th day of March, 2013.

7
8 

9 President _____ of the City Council

10
11 Approved by me this 12th day of March, 2013.

12
13 

14 Michael McGinn, Mayor

15
16 Filed by me this 12th day of March, 2013.

17
18 

19 Monica Martinez Simmons, City Clerk

20 (Seal)

21
22
23
24
25 Attachment A – Sewer Easement & Agreement
26 Attachment B – Release of Easement



Teri Hallauer
SPU UW Sewer Easement ORD ATT A
January 7, 2013
Version #2

Attachment A

When Recorded Return to:

Seattle Public Utilities
700 Fifth Avenue, Suite 4900
P. O. Box 34018
Seattle, WA 98124-4018
Attn: Teri Hallauer

SEWER EASEMENT AND AGREEMENT

Grantor:	<u>Board of Regents of the University of Washington</u>
Grantee:	<u>City of Seattle</u>
Legal Description (abbreviated):	<u>Ptn. NW¼ Sec 16, T25N, R4E, WM</u> <input checked="" type="checkbox"/> Complete legal on <u>EXHIBIT A</u>
Assessor's Tax Parcel Identification No:	<u>162504-9001</u>
Reference No. of Related Documents:	<u>N/A</u>

This SEWER EASEMENT AND AGREEMENT ("Agreement"), is dated this _____ day of _____, 2012, and is entered into by and between the **BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON**, a state institution of higher education and an Agency of the State of Washington ("University" or "Grantor"), and **THE CITY OF SEATTLE** ("City"), a municipal corporation of the State of Washington, acting by and through its Seattle Public Utilities Department ("SPU") ("Grantee"). Grantor and Grantee are referred to collectively herein as the "Parties."



Attachment A

RECITALS

- A.** Grantor owns that certain real property located in Seattle, Washington, and commonly known as the University of Washington campus (“Grantor’s Property”).
- B.** Grantee obtained an easement over a portion of Grantor’s Property dated February 9, 1979, under Recording Number 7903190533, Records of King County, Washington (“Prior Sewer Easement”).
- C.** Grantee wishes to release and relinquish all right, title and interest in said Prior Sewer Easement, in exchange for a new easement over a different portion of Grantor’s Property.
- D.** Grantor desires to grant to the City, on the terms and conditions contained herein, a new easement over, under, through, across and upon a portion of Grantor’s Property for the purposes set forth herein, and the City desires to accept the grant of such easement.
- E.** The Parties will execute the release of, and will record, the Prior Sewer Easement contemporaneously with this Sewer Easement and Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:



Attachment A

AGREEMENT

1. Grant of Easement. Grantor hereby conveys and grants to Grantee, its successors and assigns, a permanent easement over, under, through, across and upon that certain portion of Grantor's Property legally described in Exhibit A and depicted in Exhibit B, which exhibits are attached hereto and incorporated herein by this reference (the "Easement Area"), for the right, privilege and authority to construct, reconstruct, improve, repair, replace, operate and maintain a combined sewer and stormwater drainage pipe and any necessary appurtenances, including but not limited to service pipes, manholes, monitoring equipment (collectively, the "Utility Facilities").

2. Purpose and Uses.

a. Grantee, its employees, contractors, agents, invitees, and consultants shall have the right, without prior institution of any suit or legal proceeding or incurring any legal obligation or liability therefore, at any times as may be necessary or convenient, to enter upon and use the Easement Area to access the Utility Facilities, and to install, construct, reconstruct, alter, repair, replace, operate, improve, maintain or remove, all or part of the Utility Facilities from the Easement Area.

b. Without limiting the generality of the purposes and uses stated above, Grantee, at its own expense, shall have the right to replace any of the Utility Facilities within the Easement Area with utility facilities of the same or larger diameter and capacity and to install additional and/or replacement utility facilities within the Easement Area.

c. Except in the case of emergencies, Grantee shall provide at least thirty (30) days prior written notice to Grantor of any work that will impact or impede foot or vehicle traffic flow in the immediate area/general location of the Easement Area.

3. Grantor's Reservation of Rights. Subject to the conditions set forth below, Grantor shall have the right to use the Easement Area in any way and for any legal purpose not inconsistent with the rights herein granted to Grantee and the terms and conditions of this Agreement. As used in this Agreement, "Grantor" shall include Grantor's employees, contractors, tenants, lessees, agents, invitees, and consultants:



Attachment A

a. No new building, other permanent structures, fence, wall, rockery, trees, shrubbery, fill material, improvement or obstruction of any kind shall be constructed or placed by Grantor within the Easement Area prior to obtaining Grantee's review and written approval, which shall not be unreasonably withheld.

b. Grantor shall not make any excavation, boring, or tunneling within twenty (20) feet of the Easement Area prior to obtaining Grantee's review and written approval, which shall not be unreasonably withheld.

c. Grantor agrees that no other utility facility, such as conduits, cable, pipelines, vaults, poles, posts, whether public or private, will be installed within five (5) horizontal feet of the Utility Facilities prior to obtaining Grantee's review and written approval, which shall not be unreasonably withheld. Any grant of additional utility rights within the Easement Area shall include language stating such utility facility rights are subordinate to Grantee's rights. All utility crossings must maintain a vertical clearance of no less than eighteen (18) inches from said Utility Facilities.

d. Grantor shall not blast or discharge any explosives, nor permit the same, within fifty (50) feet of Utility Facilities or other equipment on or in the Easement Area.

e. Grantor shall not allow vehicle parking or storage of materials or equipment to cover access to manholes or other access points or monitoring equipment. Grantee may move or impound any such vehicle, materials or equipment at Grantor's sole expense and shall be held harmless from any damage to such vehicle, materials or equipment.

4. **Indemnification.** To the extent allowed by law, Grantee will hold harmless, indemnify and defend Grantor from any and all claims, demands, suits, damages, loss or liability, including reasonable attorneys' fees, arising from Grantee's exercise of the rights granted herein; provided, however, that Grantee shall not be responsible for claims, demands, suits, damages, loss or liability arising out of the negligence of Grantor. Grantee shall be liable for any damage to Grantor or Grantor's Property through its negligence in the construction, maintenance and operation of the Utility Facilities within the Easement Area, except for any damage arising out of the negligence of Grantor, its employees, agents or invitees.



Attachment A

5. Compliance with Laws. Grantee and Grantor, in the exercise of their respective rights under this Agreement, shall comply with all applicable federal, state and local laws, ordinances, and regulations, including environmental laws and regulations.

6. Term. This Agreement, and the easement rights granted herein, shall continue to be in force until such time as Grantee, its successors or assigns permanently remove or abandon the Utility Facilities from the Easement Area, at which time all such rights, title, privileges and authority shall terminate.

7. Relocation. Grantor reserves the right, at Grantor's cost, to relocate the Utility Facilities. In such event, Grantor shall request Grantee's approval by submitting work plans to Grantee no less than ninety (90) days prior to the commencement of the proposed relocation, which work plans shall include the new proposed location for the Utility Facilities. Grantee shall provide said approval, including such restrictions and conditions as reasonably appropriate to protect any Utility Facilities, or shall provide written objections, specifying the grounds therefore, within thirty (30) days of submittal of Grantor's work plans. Grantee's authorization shall not be unreasonably denied, but may include such restrictions and conditions as are appropriate to protect existing and future planned Utility Facilities within the Easement Area.

8. Inspection and Reports. Grantee shall maintain the Utility Facilities in good and safe condition, and shall inspect the Utility Facilities routinely. Grantee shall provide copies to Grantor, at Grantor's request, of any inspection or maintenance reports relating to the portion of the Utility Facilities located within the Easement Area. Grantor reserves the right to request that an inspection be conducted by Grantee, at Grantor's expense, and that the results of the inspection be provided to Grantor, in the event Grantor has concerns regarding the condition of the Utility Facilities within the Easement Area.

9. No Liens. The City shall be solely responsible for all costs and expenses related to the Utility Facilities. No liens are enforceable against Grantor's Property.

10. Entire Agreement; Amendment. This Agreement contains the entire understanding of the parties and supersedes all prior agreements and understandings among the parties relating to the subject matter of this Agreement. This Agreement may be amended only by a written instrument executed by both parties and recorded in the real property records of King County.



Teri Hallauer
SPU UW Sewer Easement ORD ATT A
January 7, 2013
Version #2

Attachment A

11. Binding Effect. This Agreement and the agreements contained herein shall be deemed covenants running with the land and shall inure to the benefit of, and shall be binding upon, the respective successors, grantees, heirs and assigns of the parties.

12. Notices. All notices or requests required or permitted under this Agreement (a) shall be in writing, (b) shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, by nationally recognized overnight courier, and (c) shall be deemed given when so delivered and received at the following addresses:

To Grantor: Attn: Director
Real Estate Office
University of Washington
4333 Brooklyn Avenue NE
Seattle, WA 98105

To Grantee: Attn: Director
Seattle Public Utilities
700 Fifth Avenue, Suite 4900
P.O. Box 34018
Seattle, WA 98124-4018



Teri Hallauer
SPU UW Sewer Easement ORD ATT A
January 7, 2013
Version #2

Attachment A

EXECUTED as of the day and year first above written.

GRANTOR:

**Board of Regents of the
University of Washington:**

By: _____

Jeanette L. Henderson
Director of Real Estate

Date: _____

GRANTEE:

City of Seattle

By: _____

Ray Hoffman
Director, Seattle Public Utilities

Date: _____



Teri Hallauer
SPU UW Sewer Easement ORD ATT A
January 7, 2013
Version #2

Attachment A

STATE OF WASHINGTON

}

ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that JEANETTE L. HENDERSON is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the DIRECTOR OF REAL ESTATE of the BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON, a state institution of higher education and an agency of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2012.

Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

STATE OF WASHINGTON

}

ss.

COUNTY OF _____

I certify that I know or have satisfactory evidence that RAY HOFFMAN is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the DIRECTOR OF SEATTLE PUBLIC UTILITIES of THE CITY OF SEATTLE, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2012.



Teri Hallauer
SPU UW Sewer Easement ORD ATT A
January 7, 2013
Version #2

Attachment A

Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

Exhibit A

That portion of the Northeast Quarter of the Northwest quarter of Section 16, Township 25 North, Range 4 East, W.M. lying south of the south margin of NE 45th Street as established by Washington State Legislature, Chapter 81, Laws of 1957, described as follows;

Commencing at a survey monument in case marking the intersection of the monument lines of said NE 45th Street and 22nd Avenue NE from which the North Quarter Corner of said Section 16 bears South 88°51'04" East a distance of 936.42 feet;

Thence South 10°35'50" West a distance of 56.93 feet to the south margin of said NE 45th Street;

Thence North 86°28'57" East along said south margin a distance of 237.33 feet to the beginning of a non-tangent curve concave to the south from which the radius point for said curve bears South 03°51'02" East a distance of 485.00 feet;

Thence east along the arc of said curve and said south margin through a central angle of 4°59'59" a distance of 42.32 feet;

Thence continuing along said south margin South 88°51'04" East a distance of 332.56 feet to the POINT OF BEGINNING;

Thence continuing South 88°51'04" East along said south margin a distance of 53.15 feet;

Thence South 01°08'56" West a distance of 15.00 feet;

Thence North 88°51'04" West parallel with said south margin a distance of 20.59 feet;

Thence South 02°32'25" East a distance of 15.84 feet;

Thence South 39°48'02" East a distance of 52.32 feet;

Thence South 75°06'29" East a distance of 20.08 feet;

Thence South 14°25'58" East a distance of 17.20 feet;

Thence North 75°06'29" West a distance of 33.28 feet;

Thence North 39°48'02" West a distance of 91.05 feet;

Thence North 01°08'38" East a distance of 15.00 feet to the POINT OF BEGINNING.

Situate in the City of Seattle, County of King, State of Washington.

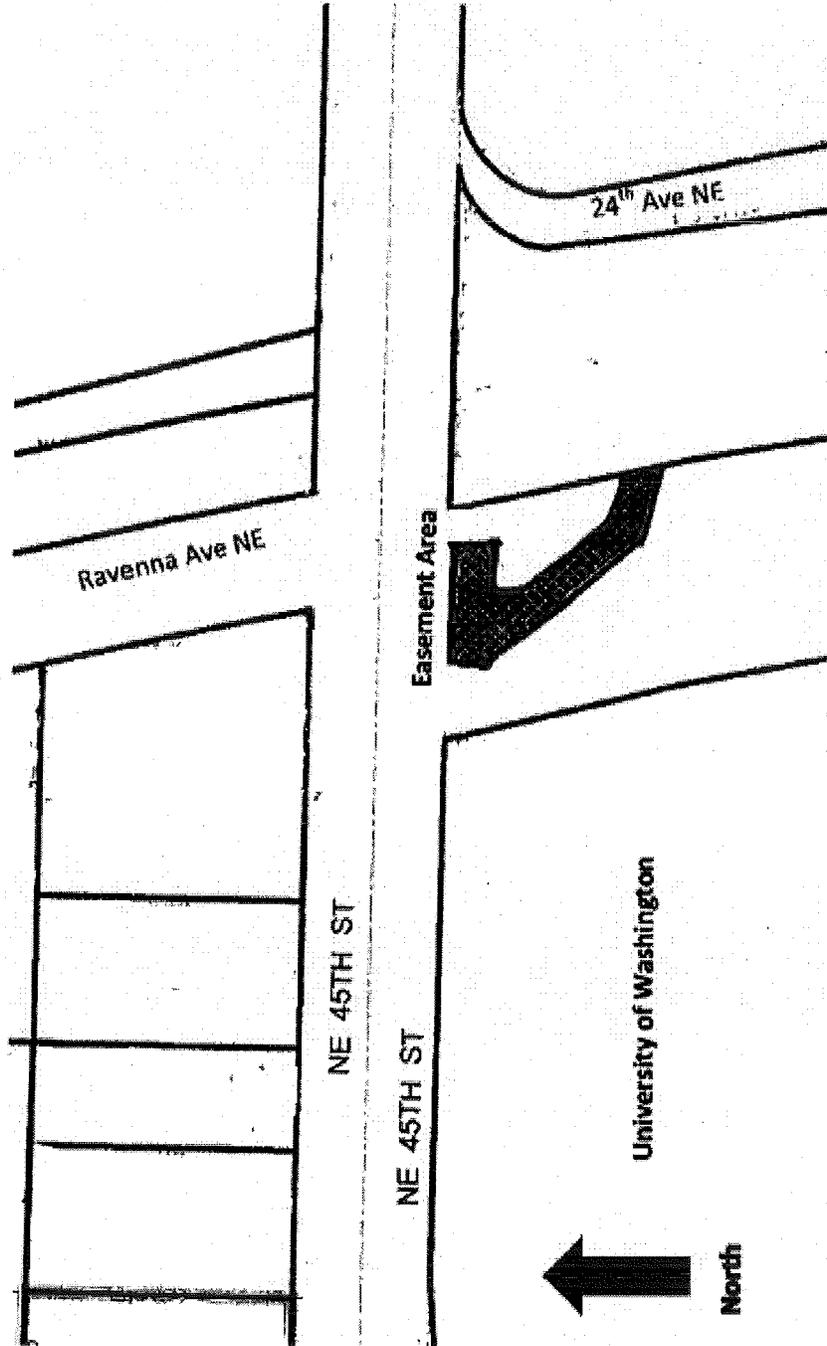
Easement area contains 2,530 square feet, more or less.



Teri Hallauer
SPU UW Sewer Easement ORD ATT A
January 7, 2013
Version #2

Attachment A

Exhibit B



ATTACHMENT A to SPU Sewer Easement ORD



Teri Hallauer
SPU UW Sewer Easement ORD ATT B
December 7, 2012
Version #1

Recording Requested By And
When Recorded Mail To:

Attachment B

City of Seattle
Seattle Public Utilities Real Property
P O Box 34018
Seattle, WA 98124-4018

RELEASE OF EASEMENT

Reference #s of Document to be Released	7903190533
Grantor:	City of Seattle
Grantee:	Board of Regents of the University of Washington
Legal Description (abbreviated):	Pt of NW¼ of Sec 16 T25N, R4 E
Assessor's Tax Parcel ID#:	Pt of 1625049001

THE CITY OF SEATTLE, acting through its Seattle Public Utilities Department, does hereby release and relinquish all right title and interest in that certain easement dated February 9, 1979, under Recording Number 7903190533, Records of King County, Washington, described as follows:

The north 15 feet of that portion of the Northwest one quarter of Section 16, Township 25 North, Range 4 East, W.M. in King County, Washington, lying south of Northeast 45th Street, as established by Ordinance 17947 and Chapter 81 Laws of 1957, and lying between lines which are respectively 90 feet and 390 feet east of and parallel with the east margin of 22nd Avenue Northeast produced southerly.



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle Public Utilities	Judith Cross / 386-1814	Karl Stickel / 684-8085

Legislation Title:

AN ORDINANCE relating to the NE 45th Street Viaduct project; authorizing the Director of Seattle Public Utilities to acquire, accept, and record, on behalf of the City of Seattle, a permanent sewer easement from the University of Washington for a combined sewer main; placing said easement under the jurisdiction of Seattle Public Utilities; declaring a separate sanitary sewer easement in the vicinity to be surplus to the City of Seattle's needs; and authorizing relinquishment of the surplus easement.

Summary of the Legislation:

This legislation provides for the acquisition of an easement for a new combined sewer line from the University of Washington (UW). This legislation also relinquishes an easement for a line that is no longer necessary by the City of Seattle.

Background:

The Seattle Department of Transportation (SDOT) recently replaced portions of the foundation structure of the NE 45th Street Viaduct which required relocation of a combined sewer line owned by Seattle Public Utilities (SPU). This line was constructed in the late 1970s on University of Washington property and the University granted the City an easement for the line in 1979. Part of the replacement sewer line is also on UW property but in a different location. The University agrees to grant a new easement to SPU for the relocated line and SPU will relinquish the old easement so it no longer encumbers the University's property. The new combined sewer line serves portions of the University's property as well as other properties in the vicinity of the viaduct.

Please check one of the following:

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

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?**

The utility relocation associated with SDOT's NE 45th Street Viaduct Project was identified in the development of the 2011 Adopted and 2012 Endorsed Budgets. There are no financial implications from accepting and relinquishing the easements as proposed



in this legislation.

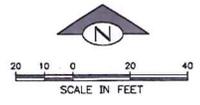
- c) **Does this legislation affect any departments besides the originating department?** No
- d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** No alternatives identified.
- e) **Is a public hearing required for this legislation?** Yes.
- f) **Does this legislation affect a piece of property?** Yes. See Exhibit 1 attached.
- g) **Other Issues:** None.

List attachments to the fiscal note below:

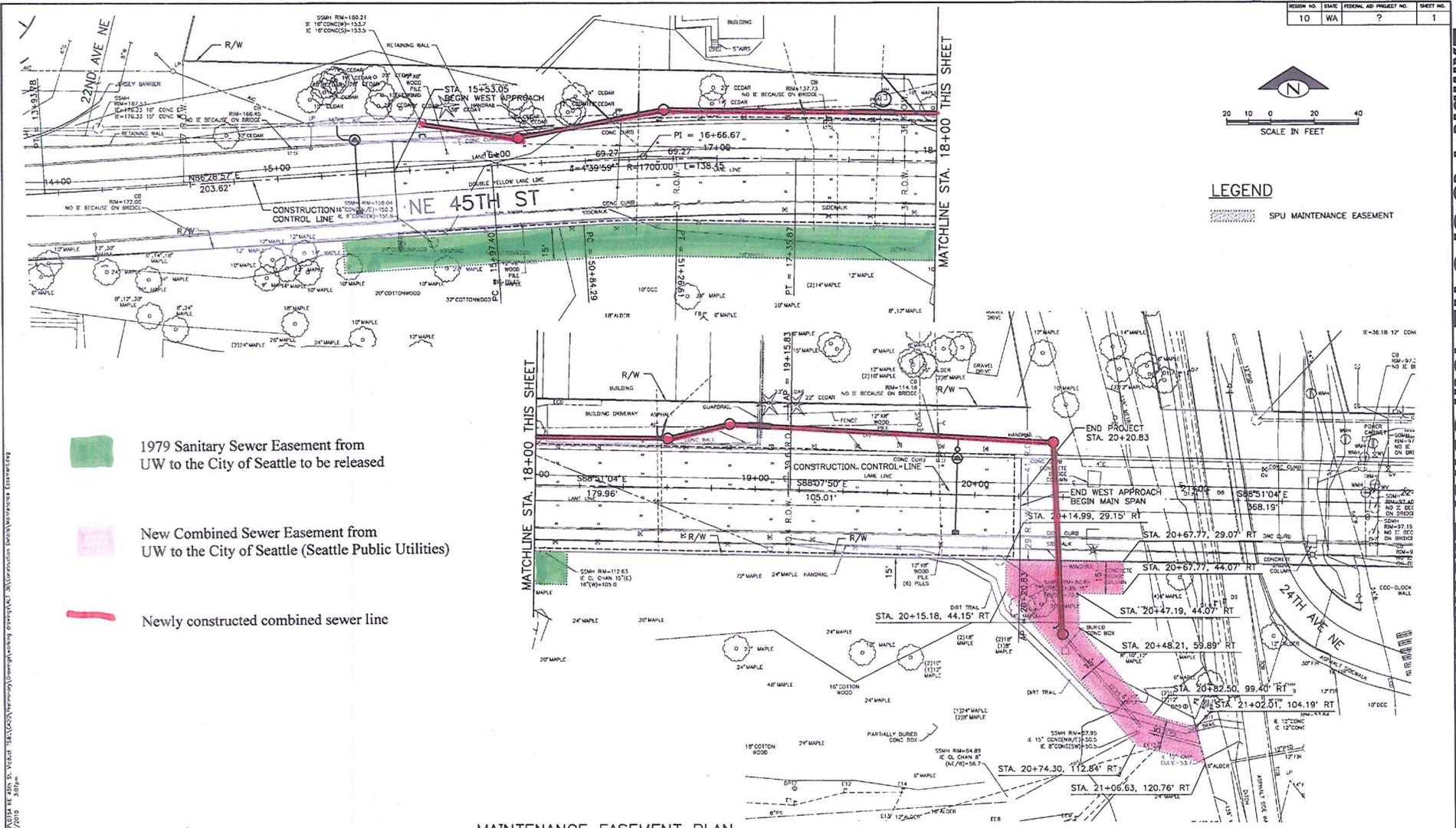
Exhibit 1 – Map of new and relinquished easements



REGION NO.	STATE	FEDERAL AD. PROJECT NO.	SHEET NO.
10	WA	?	1



LEGEND
 1979 Sanitary Sewer Easement from UW to the City of Seattle to be released
 New Combined Sewer Easement from UW to the City of Seattle (Seattle Public Utilities)
 Newly constructed combined sewer line



MAINTENANCE EASEMENT PLAN

MAINTENANCE EASEMENT

 exeltech LeRoy, WA • Seattle, WA • Portland, OR	0 1/2 1 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.	APPROVED FOR ADVERTISING LINNEITH RILEY-HALL DIRECTOR, CONTRACTING SERVICES DIVISION SEATTLE, WASHINGTON 20	NAME OR INITIALS AND DATE DESIGNED JLS CHECKED DRAWN JMR CHECKED REVISIONS AS BUILT	INITIALS AND DATE REVIEWED: DES. CONST. SDRY. PROJ. MGR. REVISIONS AS BUILT	<div style="text-align: center;"> City of Seattle Seattle Department of Transportation </div> ORDINANCE NO. _____ FUND _____ SCALE: H. 1"=20', V. 1"=10' INSPECTOR'S BOOK.
	NE 45TH STREET VIADUCT WEST APPROACH REPLACEMENT ALTERNATIVE 3B				
					PC TS4280A R/W CO VAULT PLAN NO. SHEET 1 OF 2

Attachment 1 to SPU UW Sewer Easement Fiscal





City of Seattle
Office of the Mayor

January 29, 2013

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

Dear Council President Clark:

I am pleased to transmit the attached proposed Council Bill which would authorize Seattle Public Utilities to acquire from the University of Washington a utility easement in exchange for relinquishing an easement.

The Seattle Department of Transportation had to relocate a Seattle Public Utilities sewer line as part of a project last year to replace parts of the NE 45th Street Viaduct foundation. This line was constructed in the late 1970s on University of Washington property. The University granted the City an easement for the line in 1979. A section of the replacement sewer line, which serves both University and other properties in the vicinity, is also on UW property but in a different location. The University has agreed to give SPU a new easement for the relocated line and SPU will relinquish the old easement so it no longer encumbers the University's property.

This proposed legislation would clarify and clean up real property rights in the wake of a significant transportation investment on behalf of the City. Should you have any questions, please contact Teri Hallauer at 684-5971.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

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

Tel (206) 684-4000
Fax (206) 684-5360
TDD (206) 615-0476
mike.mcgin@seattle.gov



Received
APR 04 2013
City of Seattle
Office of the City Clerk

STATE OF WASHINGTON -- KING COUNTY

--SS.

295442
CITY OF SEATTLE, CLERKS OFFICE

No. 124127,128,129,130,131

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:TITLE ONLY ORDINANCE

was published on

03/25/13

The amount of the fee charged for the foregoing publication is the sum of \$108.24 which amount has been paid in full.



Affidavit of Publication

Subscribed and sworn to before me on
03/25/2013
Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle Title Only Ordinances

The full text of the following legislation, passed by the City Council on March 4, 2013, and published below by title only, will be mailed upon request, or can be accessed at <http://clerk.seattle.gov>. For information 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. 124127

AN ORDINANCE declaring approximately 7.4 acres of City-owned real property located north of South 231st Way in the City of Kent, Washington as no longer required for municipal utility purposes and surplus to the City's needs; authorizing the Director of Seattle Public Utilities to enter into a Memorandum of Agreement with the City of Kent to jointly market these parcels with adjacent parcels owned by the City of Kent through an open competitive process, and ratifying and confirming certain prior acts.

ORDINANCE NO. 124128

AN ORDINANCE relating to vending machines operated on City Property; requiring all vending machines operated on City Property to stock "Healthier" and "Healthiest" food and beverage selections as defined by Public Health Seattle & King County "King County Healthy Vending Guidelines".

ORDINANCE NO. 124129

AN ORDINANCE relating to Seattle Public Utilities; approving changes to the Consent Decree previously authorized by Ordinance 123908 and authorizing the Director of Seattle Public Utilities to submit the amended Consent Decree to the U.S. District Court and to fulfill the obligations set forth therein, and ratifying and confirming certain prior acts.

ORDINANCE NO. 124130

AN ORDINANCE relating to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to execute a wheeling agreement with Shoreline Water District, and ratifying and confirming certain prior acts.

ORDINANCE NO. 124131

AN ORDINANCE relating to the NE 45th Street Viaduct project; authorizing the Director of Seattle Public Utilities to acquire, accept, and record, on behalf of the City of Seattle, a permanent sewer easement from the University of Washington for a combined sewer main; placing said easement under the jurisdiction of Seattle Public Utilities; declaring a separate sanitary sewer easement in the vicinity to be surplus to the City of Seattle's needs; and authorizing relinquishment of the surplus easement.

Date of publication in the Seattle Daily Journal of Commerce, March 25, 2013.
3/25(295442)