Ordinance No. 124204

Council Bill No. 117793

AN ORDINANCE relating to the City Light Department; declaring certain real property rights surplus to utility needs; authorizing the Superintendent or his designee to grant an easement for access and parking purposes over a portion of the City's fee-owned Duwamish Transmission Corridor adjacent to South 112th Street in the City of Tukwila, Washington; and accepting payment for the true and full value of the easement from Amalfi Investments, LLC; and ratifying and confirming certain prior acts.

CF No. _____

Date Introduced: 5-28-13	
Date 1st Referred: 5-28-13	To: (committee) Energy and Environment
Date Re - Referred:	To: (committee)
Date Re - Referred:	To: (committee)
Date of Final Passage: 6/17/13	Full Council Vote: 8-0
Date Presented to Mayor: 6/18/13	Date Approved: 6/25/13
Date Returned to City Clerk: 6/25/13	Date Published: T.O. ___ F.T. ___
Date Vetoed by Mayor:	Date Veto Published:
Date Passed Over Veto:	Veto Sustained:

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____

Councilmember

Committee Action:

05-31-13 Public Hearing, no vote

06-11-13 Pass 3 MO, SC, TB; Ø ; Ø

Full Council:

June 17, 2013 Passed 8-0 (excused: Clark)

This file is complete and ready for presentation to Full Council. Committee: _____ (initial/date)

LAW DEPARTMENT

Law Dept. Review	OMP Review	City Clerk Review	Electronic Copy Loaded	Indexed

John Bresnahan
SCL Amalfi Easement ORD
April 1, 2013
Version #1

CITY OF SEATTLE

ORDINANCE 124204

COUNCIL BILL 117793

AN ORDINANCE relating to the City Light Department; declaring certain real property rights surplus to utility needs; authorizing the Superintendent or his designee to grant an easement for access and parking purposes over a portion of the City's fee-owned Duwamish Transmission Corridor adjacent to South 112th Street in the City of Tukwila, Washington; and accepting payment for the true and full value of the easement from Amalfi Investments, LLC; and ratifying and confirming certain prior acts.

WHEREAS, The City of Seattle owns by recorded deed a certain parcel of land in Government Lot 1, Section 1, Township 23 North, Range 4 East, W.M., King County Tax Parcel Number 102304-9056, being a portion of the Duwamish Transmission Corridor in the City of Tukwila, King County, Washington; and

WHEREAS, Amalfi Investments, LLC ("Amalfi") owns certain real property adjacent to the City-owned transmission corridor that it leases to United Parcel Service for use as a truck shipping terminal; and

WHEREAS, Amalfi has requested that the City grant a permanent easement over a portion of the City-owned transmission corridor for access and vehicular parking purposes so that it can provide adequate parking for cars and trucks using its facilities; and

WHEREAS, the easement requested by Amalfi is an acceptable use of the transmission corridor in accordance with City Light's real property use standards, will not interfere with City Light operations, and is excess to City utility needs; and

WHEREAS, Amalfi will pay The City of Seattle the fair market value for the requested easement, as determined by independent appraisal, in the amount of $500,000; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Pursuant to the provisions of R.C.W. 35.94.040 and after public hearing, certain real property rights (the "Easement Area") acquired for an electrical transmission corridor

SEATTLE CITY CLERK

are no longer needed exclusively for the City of Seattle's utility purposes, over, through, and upon the following described property, and are declared surplus to City needs:

The Easement Area:

A portion of Government Lot 1, Section 10, Township 23 North, Range 4 East, W.M., described as follows:

That portion of The City of Seattle's Property described above lying West of the West Margin of East Marginal Way South, South of the South Margin of South 112th Street and East of the following described line:

BEGINNING at the section corner common to Sections 3, 4, 9, and 10, Township 23 North, Range 4 East, W.M.;
THENCE easterly along the north property boundary line of said Property a distance of 188 feet to the True Point of Beginning of this line description;
THENCE southerly along a line perpendicular to the north property boundary line of said Property to its point of intersection with the south property boundary line of said Property and the terminus of this line description, being coincident with the East boundary of that certain 50-foot wide easement for access and utility purposes between The City of Seattle as grantor and Amalfi Investments, LLC as grantee, dated November 1, 2011 and recorded under King County Auditor's File Number 20111101001242.

Section 2. The Superintendent of the City Light Department, or his designee, is authorized to execute for and on behalf of the City of Seattle, an easement agreement substantially in the form attached hereto as Attachment 1.

Section 3. Seattle City Light is authorized to accept payment for the access easement from Amalfi Investments, LLC, in the amount of $500,000 and to deposit the proceeds in the City Light Fund.

Section 4. Any act consistent with the authority of this ordinance taken prior to its effective date is hereby ratified and confirmed.

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Section 5. 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 17th day of June, 2013, and signed by me in open session in authentication of its passage this 17th day of June, 2013.

President ~~Sally J. Clark~~ Pro Tem of the City Council

Approved by me this 25th day of June, 2013.

Michael McGinn, Mayor

Filed by me this 25th day of June, 2013.

Monica Martinez Simmons, City Clerk

(Seal)

Attachment 1: Amalfi Easement Agreement

SCS CITY CLERK

John Bresnahan
SCL Amalfi Easement ORD ATT 1
April 1, 2013
Version #1

Attachment 1

After recording, return to:
Amalfi Investments, LLC
Attn: Daniel Temkin
P.O. Box 249
Medina, WA 98039

EASEMENT AGREEMENT

SCL P.M. #: 230410-2-302
C/F #: _____
Grantor: City of Seattle
Grantee: Amalfi Investments, LLC
Short Legal: Ptn. G.L. 1, Sec. 10, Twp. 23N, R. 4E
Tax Parcel #: 102304-9056

THIS EASEMENT AGREEMENT ("Easement") is made this _____ day of_____, 20____, by and between the CITY OF SEATTLE, a Washington municipal corporation, acting by and through its CITY LIGHT DEPARTMENT, hereinafter called the "Grantor;" and AMALFI INVESTMENTS, LLC, a Washington limited liability company, hereinafter called the "Grantee." The term "Party" or "Parties" as used herein shall mean the signatories hereto, and their successors, including by assignment, merger, or other transfer.

1. Conveyance and Consideration. Grantor, for and in consideration of the sum of Five Hundred Thousand Dollars and no Cents ($500,000.00), hereby grants, without warranty of title, to the Grantee and its successors, a non-exclusive easement for the purposes of parking automobiles, trucks, and trailers upon, as well as access over, through, and across, a portion of Grantor's property ("Grantor Property") that is legally described in **Exhibit "A"**. The boundaries of the easement area ("Easement Area") are legally described in **Exhibit "B"** and depicted in **Exhibit "C".** The Easement is appurtenant to and shall benefit Grantee's Property as described on **Exhibit "D"** ("Grantee Property"). Exhibits A, B, C, and D are attached hereto and incorporated herein by this reference. The right to use the Easement Area for the purposes of parking automobiles, trucks, and trailers, as well as access to the Easement Area shall extend to Grantee and all of its tenants, and their respective agents, employees, invitees, contractors, and permittees, and shall extend to any

SDS CITY CLERK

development or changed use on the Grantee Property.

2. Easement Subject to Rights of Others. The parties acknowledge that a portion of the Easement Area is subject to that certain Guideway Easement between The City of Seattle as grantor, and the Central Puget Sound Regional Transit Authority as grantee, dated August 15, 2012, and recorded under King County Auditor's File Number 20120917000662, and that Grantee's use of the Easement Area in the area of said Guideway Easement is limited to the uses allowed by The City of Seattle under said Guideway Easement.

3. Grantor's Reserved Rights. Grantor reserves unto itself and its assigns: (i) all aerial rights above, over, across and through the Easement Area; (ii) all subsurface rights beneath, across and through the Easement Area; (iii) the right to enter, exit, and traverse the Easement Area for the purpose of replacing, repairing, improving, removing, operating and maintaining its present or future facilities or structures lying within, suspended above, or located on Grantor Property; and (iv) the right to install transmission or distribution poles, pole support structures, and any related appurtenances that are necessary to meet Grantor's public service obligation to provide electricity to its customers, along with the right to enter, exit and traverse the Easement Area for such installation.

If Grantor anticipates the need to temporarily use the Easement Area for construction, maintenance, repair, or safety purposes, Grantor shall make reasonable efforts to notify Grantee in advance. However, in cases of emergency, no such advance notification shall be required. Grantee shall at no time interfere with Grantor's access to, egress from, or ability to traverse the Easement Area or Grantor Property or allow such interference by its agents, lessees or assigns.

In the event that Grantor exercises its reserved rights under 3 (iv) above, Grantor's above-ground use of the Easement Area for transmission or distribution poles, pole support structures, and any related appurtenances shall be limited to a maximum of 1,050 square feet of the Easement Area, and Grantor shall pay Grantee $11.00 per square foot for the portion of Easement Area removed from Grantee's use for vehicle parking that results from Grantor's exercise of said reserved right under 3 (iv) above; this amount shall be adjusted by the percentage increase or decrease in the Consumer Price Index, All Urban Consumers (CPI-U) for the Seattle-Tacoma-Bremerton Metropolitan Area, as reported in the U.S. Bureau of Labor Statistics (BLS) and calculated from the effective date of this Easement. "Easement area removed" shall mean the square footage of

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Grantor's Property within the Easement Area that is no longer usable for parking automobiles due to Grantor's exercise of its reserved rights under 3 (iv) above.

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

4.1 No building, structure, stormwater retention or detention pond or vault, open water course, bioswale, infiltration field, water feature, fountain, or fire hazard will be constructed, placed or allowed to remain within the Easement Area. Grantor shall be responsible for maintenance of the storm drain catch basin and drain pipe within the Easement Area existing as of the effective date of this Easement and as depicted on Exhibit C. Notwithstanding Grantor's reserved rights in 3.(ii) above, Grantee shall be responsible for the installation and maintenance of any new or additional storm drainage catch basins and storm drain pipes that may be needed or required for continued use of the Easement Area for the purpose of vehicle parking.

4.2 Notwithstanding Grantor's reserved rights in 3.(i.) and 3(ii) above, Grantee shall be permitted to install and maintain a low voltage landscaping or overhead lighting system in the Easement Area for vehicle parking, provided that such lighting system structures do not exceed twelve (12) feet in height without the express written approval of Grantor, in its sole discretion, and also provided that handholes or other permanent points of electrical service for said lighting system are installed outside of the Easement Area.

4.3 Not less than ninety 90 days prior to commencing construction of any improvement to the surface of the Easement Area, including, but not limited to: paving, curbing, fencing and landscaping, lighting, and storm drainage structures as permitted in 4.1 above; Grantee shall provide detailed plans to Grantor for Grantor's review and approval. Approval shall not be unreasonably delayed or withheld.

4.4 Upon completion of any construction described in 4.3 above, Grantee shall remove and dispose of all debris and shall provide Grantor with final as-built plans of any improvement(s) made within the Easement Area.

4.5 A minimum 30 feet of vertical clearance between any transmission conductor and the finished grade of any proposed improvement shall be maintained at all times. A minimum working clearance of 17 feet from 230 kV lines shall be maintained at all times for personnel

DNS CITY CLERK

and machinery. Grantee, its agents, employees, subcontractors, lessees and assigns shall comply with all National Electric Safety Code (NESC), Washington Department of Labor and Industries, and federal Occupational Safety and Health Administration codes and clearances while engaging in any activity within the Easement Area.

4.6 Grantee shall be responsible for maintenance of vegetation within the Easement Area, except that Grantor shall be responsible for maintenance of the Red Maple tree located within the Easement Area as of the effective date of this Easement and as depicted on Exhibit C. Grantee shall not plant or place vegetation within the Easement Area that has a height at maturity of greater than twelve (12) feet; Grantor reserves the right to trim, cut, or remove any vegetation greater than twelve (12) feet within the Easement Area regardless of origin.

4.7 No vehicles, trailers, cranes, construction equipment or any other such equipment with a height or potential height of over 25 feet shall be driven, pulled, pushed, operated or parked within the Easement Area.

4.8 No blasting or discharge of any explosives shall be permitted within 150 feet of Grantor's facilities.

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

4.10 Grantee, its successors and assigns, assume all risk of loss, damage or injury which may result from its use of the Easement Area, or the use of the Easement Area by its respective agents, employees, invitees, contractors, subcontractors, permittees or licensees. Grantee, its successors, and assigns agree to indemnify and hold harmless Grantor from all claims, actions, or damages of every kind and description, which may accrue from or be suffered by reason of Grantee's, its successors or assigns, or their respective agents, employees, invitees, contractors,

SEATTLE CITY CLERK

subcontractors, permittees, licensees, lessees or sublessees use of or presence in the Easement Area, the performance of any work in connection with its use, or the exercise of any rights granted in this Easement; and in case of any such suit or action being brought against Grantor, or damages arising out of or by reason of any of the above causes, Grantee shall, upon notice of commencement of such action, defend Grantor at Grantee's sole cost and expense and will fully satisfy any judgment after the said suit shall have been finally determined, if adversely, to Grantor, except to the extent of the sole negligence of the Grantor, its agents, or representatives.

4.11 Without limiting Grantee's obligations pursuant to Paragraph 4.10 of this Easement, Grantee shall indemnify and defend Grantor from any claims, damages, or liabilities arising directly or indirectly from Hazardous Substances that are released or discharged by Grantee, its successors or assigns, or their respective agents, employees, invitees, contractors, subcontractors, permittees, licensees, lessees, or sublessees related to their operations, use of or presence in the Easement Area, the performance of any work in connection with use of the Easement Area, or the exercise of any right granted in this Easement.

The term "Hazardous Substances" includes all substances that are regulated under the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Solid Waste Disposal Act (SWDA) as amended by the Resource Conservation and Recovery Act (RCRA), The Toxic Substances Control Act (TSCA), and the Washington State Model Toxics Control Act (MTCA). The term "claims" related to released or discharged Hazardous Substances includes any claim that may be brought and any order that may be issued pursuant to one of the statutes listed above and associated regulations, and claims based upon common law causes of action for trespass, negligence, nuisance or other common law theories, claims for lost property value, claims for business losses, and claims for personal injuries arising from or related to Hazardous Substances.

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

4.13 This Easement and all covenants, terms and conditions of this easement shall become perpetual and run with Grantor Property. Upon conveyance of a Party's property, the successor in interest shall automatically be deemed to have assumed all obligations and liabilities arising

SEATTLE CITY CLERK

out of or in connection with this Easement, and the predecessor released therefrom. Within 60 days of written request by a Party, the other Party shall provide an estoppel certificate to the other Party, which may be relied upon by any successor stating (i) whether this Easement has been modified or supplemented, (ii) whether the party requesting the certificate is in default, (iii) whether there is any pending or threatened litigation or claim arising out of or in connection with this Easement.

This Easement shall become effective and binding: (i) upon execution by both Parties; and (ii) thirty (30) days after the effective date of an ordinance authorizing this Easement is passed by the Seattle City Council and approved by the Mayor of the City of Seattle.

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

GRANTOR:

CITY OF SEATTLE, a Washington municipal corporation
CITY LIGHT DEPARTMENT

By: _____

Printed Name: _____

Title: _____

GRANTEE:

AMALFI INVESTMENTS, LLC, a Washington Limited Liability Company

By: _____
Daniel H. Temkin

SMC CITY CLERK

Managing Member

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 20____, before me personally appeared Daniel H. Temkin, to me known to be the Managing Member of AMALFI INVESTMENTS, LLC, the Washington limited liability company that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of AMALFI INVESTMENTS, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(notary seal)

Signature: _____

Print name: _____
Notary Public in and for the State of Washington
Residing at: _____
My commission expires: _____

DRS CITY CLERK

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the _____ of Seattle City Light, a department of the City of Seattle, the Washington municipal corporation that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the City of Seattle.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(notary seal)

Signature: _____

Print name: _____
Notary Public in and for the State of Washington
Residing at: _____

CITY CLERK

Exhibit "A"

Attached hereto and made a part of this EASEMENT dated _____, 20___, by and between the City of Seattle, a Washington municipal corporation, acting by and through its City Light Department as Grantor, and Amalfi Investments, LLC, a Washington limited liability company as Grantee:

The City of Seattle Property:

That portion of Government Lot 1, Section 10, Township 23 North, Range 4 East, W.M., described as follows:
BEGINNING at the section corner common to Sections 3, 4, 9, and 10, Township 23 North, Range 4 East, W.M.;
THENCE easterly along the northerly line of said Section 10 a distance of 548.72 feet;
THENCE southerly along the westerly margin of State Highway No. 5M (East Marginal Way) a distance of 123.11 feet;
THENCE South 871839 West a distance of 544.06 feet;
THENCE North 561246 West a distance of 50.62 feet to the westerly line of said Section 10;
THENCE northerly along said westerly line of Section 10 a distance of 138.62 feet, more or less, to the POINT OF BEGINNING.

CITY CLERK

Exhibit "B"

Attached hereto and made a part of this EASEMENT dated _____, 20___, by and between the City of Seattle, a Washington municipal corporation, acting by and through its City Light Department as Grantor, and Amalfi Investments, LLC, a Washington limited liability company as Grantee:

The Easement Area:

A portion of Government Lot 1, Section 10, Township 23 North, Range 4 East, W.M., described as follows:

That portion of The City of Seattle's Property described in Exhibit "A" of this Easement lying West of the West Margin of East Marginal Way South, South of the South Margin of South 112th Street and East of the following described line:

BEGINNING at the section corner common to Sections 3, 4, 9, and 10, Township 23 North, Range 4 East, W.M.;
THENCE easterly along the north property boundary line of said Property a distance of 188 feet to the True Point of Beginning of this line description;
THENCE southerly along a line perpendicular to the north property boundary line of said Property to its point of intersection with the south property boundary line of said Property and the terminus of this line description, being coincident with the East boundary of that certain 50-foot wide easement for access and utility purposes between The City of Seattle as grantor and Amalfi Investments, LLC as grantee, dated November 1, 2011 and recorded under King County Auditor's File Number 20111101001242.

The Easement Area contains approximately 51,372 square feet and its general location is depicted in Exhibit "C" hereto, which is a pictorial reference not to be relied upon solely for determining the exact boundaries or location of the Easement Area within the Property.

2013 CITY CLERK

John Bresnahan
SCL Amalfi Easement ORD ATT 1
April 1, 2013
Version #1

Exhibit "C"

Depiction of Easement Area

Attached hereto and made a part of this EASEMENT dated _____, 20___, by and between the City of Seattle, a Washington municipal corporation, acting by and through its City Light Department as Grantor, and Amalfi Investments, LLC, a Washington limited liability company as Grantee:

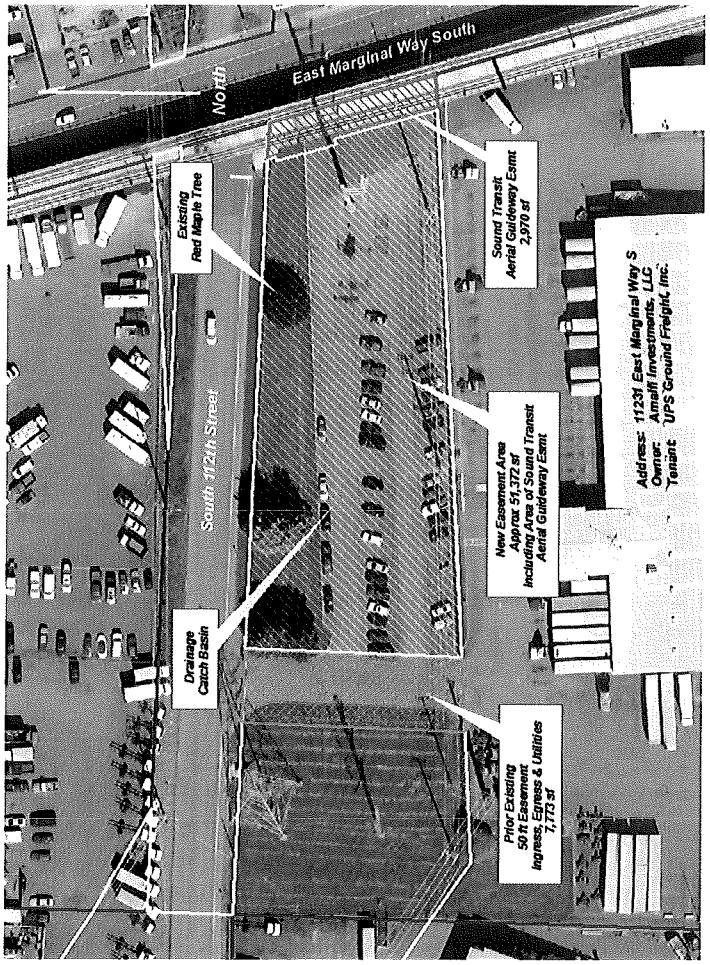

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Exhibit "D"

Attached hereto and made a part of this EASEMENT dated _____, 20___, by and between the City of Seattle, a Washington municipal corporation, acting by and through its City Light Department as Grantor, and Amalfi Investments, LLC, a Washington limited liability company as Grantee:

The Amalfi Property:

ALL THAT PORTION OF GOVERNMENT LOT 1, SECTION 10, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., LYING NORTH OF THE DUWAMISH RIVER AND WEST OF THE WESTERLY LINE OF EAST MARGINAL WAY;
EXCEPT THAT PORTION AS CONDEMNED BY KING COUNTY SUPERIOR COURT CAUSE NO. 469557 FOR TRANSMISSION LINES;
AND EXCEPT ALL EXISTING COUNTY ROADS;
AND EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID GOVERNMENT LOT 1, LYING SOUTH 00°32'40" WEST 636.35 FEET FROM THE NORTHWEST CORNER THEREOF; THENCE SOUTH 88°51'20" EAST PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 1, 208.79 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 69°47'10" EAST 514 FEET, MORE OR LESS, TO THE WESTERLY LINE OF EAST MARGINAL WAY;
THENCE SOUTH 16°48'50" EAST ALONG SAID WESTERLY LINE TO THE DUWAMISH RIVER;
THENCE WESTERLY ALONG THE DUWAMISH RIVER TO A POINT WHICH BEARS SOUTH 20°12'50" EAST FROM THE TRUE POINT OF BEGINNING;
THENCE NORTH 20°12'50" WEST TO THE TRUE POINT OF BEGINNING.

ND: 20852.002 4845-6689-6915v3

CITY CLERK

John Bresnahan
SCL Amalfi Easement FISC
April 1, 2013
Version #1

Form revised: December 12, 2012

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle City Light	Lynn Best / 386-4586	Anthony Colello / 684-5259

Legislation Title:

AN ORDINANCE relating to the City Light Department; declaring certain real property rights surplus to utility needs; authorizing the Superintendent or his designee to grant an easement for access and parking purposes over a portion of the City's fee-owned Duwamish Transmission Corridor adjacent to South 112th Street in the City of Tukwila, Washington; and accepting payment for the true and full value of the easement from Amalfi Investments, LLC; and ratifying and confirming certain prior acts.

Summary of the Legislation:

This legislation declares as surplus and authorizes Seattle City Light to grant an easement for access and parking to Amalfi Investments, LLC, and accepts payment for the true and fair value of the easement into the City Light Fund.

Background:

This legislation will declare surplus and authorize the sale of a utility property right under the jurisdiction of Seattle City Light. **A public hearing is required pursuant to RCW 35.94.040.**

The City of Seattle is the owner of a certain parcel of real property, King County Tax Parcel Number 102304-9056, which is part of the City Light Duwamish Transmission Corridor in the City of Tukwila, Washington. Amalfi Investments, LLC (Amalfi) is the owner of certain real property adjacent to the City parcel that it leases to United Parcel Service (UPS) for use as a truck shipping terminal.

Amalfi and its predecessor company, Temkin Property Company, have had a permit in place across the City Light parcel for access and parking since 1996. Amalfi would like to obtain a permanent right of access and parking on the City Light parcel which will increase the development potential of Amalfi's abutting property.

CITY CLERK

Amalfi has agreed to easement conditions which will allow City Light to operate and maintain its existing transmission and distribution lines across, through, and beneath the property, including the installation of new poles, towers, and lines if needed.

City Light has obtained several appraisals of similar parcels on this transmission corridor in the immediate vicinity. Based on these appraisals, the fair market value of the easement right to be conveyed to Amalfi was determined to be $500,000. Amalfi has agreed to pay City Light that amount on conveyance of the easement.

__X__ This legislation has financial implications.

Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Department	Revenue Source	2012 Revenue	2013 Revenue
City Light Fund 4100	Seattle City Light	Sale of Easement		$500,000
TOTAL				**$500,000**

Revenue/Reimbursement Notes:

Easement to be paid for by Amalfi Investments, LLC.

Other Implications:

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

· This easement will replace a Temporary Use Permit which currently provides revenue of $22,000 per year.

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

The City would forego immediate payment of $500,000 for the easement.

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

No.

SCS CITY CLERK

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

City Light has received City Council authorization to sell 7 surplus properties in recent months, and was requested by Resolution 31424 to consider sales of additional surplus properties, subject to final approval by the City Council.

e) Is a public hearing required for this legislation?

Yes. A public hearing is required pursuant to RCW 35.94.040.

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 is attached and is also attached to the Ordinance.

h) Other Issues:

None.

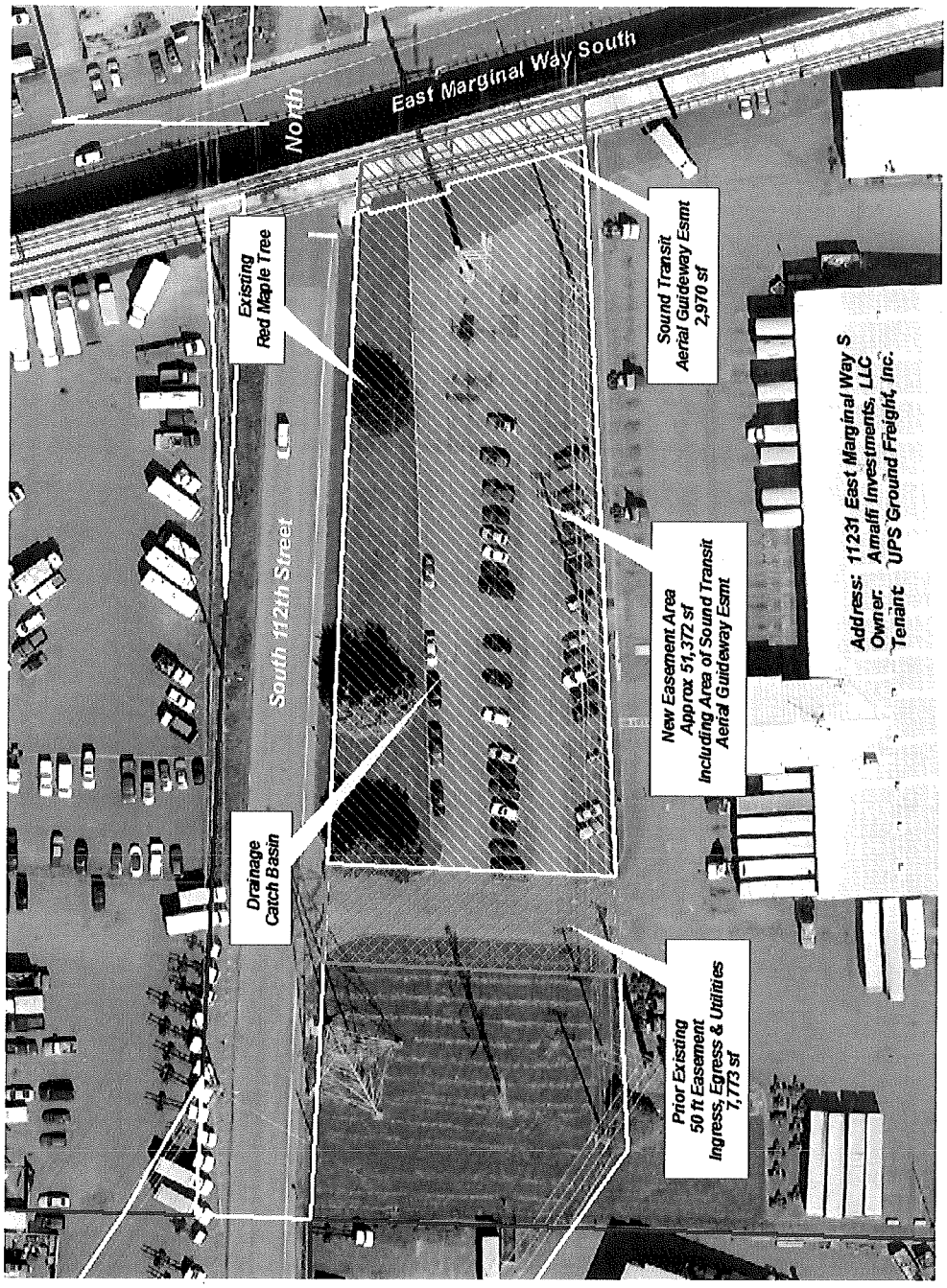
List attachments to the fiscal note below:

Exhibit 1 - Map of the Easement Area

CITY CLERK

John Bresnahan
SCL Amalfi Easement FISC EXH 1
April 1, 2013
Version #1

Exhibit 1



Map of Easement Area

SMS CITY CLERK

City of Seattle
Office of the Mayor

May 14, 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 that authorizes Seattle City Light to grant an easement for access and parking to Amalfi Investments, LLC (Aamalfi), over a portion of the City's Duwamish Transmission Corridor located in the City of Tukwila, Washington.

Amalfi is the owner of a truck shipping terminal adjacent to the City's transmission corridor that is leased to United Parcel Service (UPS). This easement will enhance the future development value of Amalfi's property, while preserving City Light's rights to operate and maintain its existing distribution and transmission lines through the property, including the installation of new poles, towers, or lines, if needed.

Amalfi has agreed to pay City Light the true and full value of $500,000 for this easement. This easement will provide greater flexibility for Amalfi's future development of its property, with a significant financial benefit to City Light. Thank you for your consideration of this legislation. Should you have questions, please contact James Baggs at 684-3260.

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.mcginn@seattle.gov

DNS CITY CLERK

STATE OF WASHINGTON -- KING COUNTY

--ss.

299796 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:31447-48,31455 ORD 124194, 124204 - 124207

was published on

07/05/13

The amount of the fee charged for the foregoing publication is the sum of $198.00 which amount has been paid in full.

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

Subscribed and sworn to before me on

07/05/2013

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on June 17, 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.

RES 31447

DTA

TI A RESOLUTION adopting the 2013 Seattle Climate Action Plan.

Committee: Energy and Environment

RES 31448

DTA

TI A RESOLUTION relating to the 2005 Transportation Strategic Plan Update, adopted by Resolution 30790, and the Seattle Transit Plan: To Get Seattle Moving, adopted by Resolution 30799; and authorizing an amendment to the Transit Classification Map.

Committee: Transportation

RES 31455

DTA

TI A RESOLUTION supporting creation of a secure, convenient medicine return program in King County to reduce the public safety and environmental impacts of unwanted medicines.

Committee: Full Council

CB 117799

ORD 124194

DTA

TI AN ORDINANCE approving the extension of a Property Use and Development Agreement and a contract rezone approved by Ordinance 121164 for Seattle Housing Authority's High Point Community Garden housing development located at 6550 -- 32nd Avenue SW.

CONTRACT-REZONES, SEATTLE-HOUSING-AUTHORITY, HIGH-POINT

Committee: Planning, Land Use, and Sustainability

CB 117793

ORD 124204

DTA Jun 25, 2013

TI AN ORDINANCE relating to the City Light Department; declaring certain real property rights surplus to utility needs; authorizing the Superintendent or his designee to grant an easement for access and parking purposes over a portion of the City's fee-owned Duwamish Transmission Corridor adjacent to South 112th Street in the City of Tukwila, Washington; and accepting payment for the true and full value of the easement from Amalfi Investments, LLC; and ratifying and confirming certain prior acts.

EASEMENTS, TUKWILA, CITY-LIGHT, SALES

Committee: Energy and Environment

CB 117797

ORD 124205

DTA Jun 25, 2013

TI AN ORDINANCE relating to the redevelopment of the Leschi House property at 1011 S. Weller St., which was developed with the proceeds of the City of Seattle's bonds issued pursuant to Ordinance 110124; approving the long-term lease by the Seattle Housing Authority of the property and authorizing a fourth amendment to the Housing Cooperation Agreement made under Ordinance 110433, all in order to enable the financing with federal tax credits of the rehabilitation of existing housing and the construction of additional housing for low income persons who are elderly or have disabilities; and ratifying and confirming prior acts.

Committee: Housing, Human Services, Health, and Culture

CB 117808

ORD 124206

DTA Jun 25, 2013

TI AN ORDINANCE relating to Campaign finance regulations, repealing sections 2.04.400, 2.04.410, 2.04.420,.2.04.430, 2.04.440, 2.04.450, 2.04.460, and 2.04.470 of the Seattle Municipal Code relating to public financing of political campaigns, all of which were rendered void by state law.

Committee: Full Council

CB 117809

ORD 124207

DTA Jun 25, 2013

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

ACCOUNTING, APPROPRIATION

Committee: Full Council

Date of publication in the Seattle Daily Journal of Commerce, July 5, 2013.

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