Ordinance No. 124673

Council Bill No. 118279

AN ORDINANCE relating to Seattle Public Utilities; accepting easements situated in southeast Seattle granted to the City of Seattle for installation, operation and maintenance of sewer lines necessary for drainage and wastewater utility purposes; placing the easements under the jurisdiction of Seattle Public Utilities and ratifying and confirming certain prior acts.

Related Legislation File: _____

Date Introduced and Referred: 12/1/14	To: (committee): Seattle Public Utilities and Neighborhoods
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: 12/15/14	Date Presented to Mayor: 12/16/14
Date Signed by Mayor: 12/19/14	Date Returned to City Clerk: 12/19/14
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: SgBagshaw

Committee Action:

Date	Recommendation	Vote
12/9/14	pass	(3-0) SB, BH, KS

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

Full Council Action:

Date	Decision	Vote
12/15/14	Passed	8-0 (excused: Clark)

LAW DEPARTMENT

Pree Carpenter
SPU 52nd Ave ORD
August 14, 2014
Version #4

CITY OF SEATTLE

ORDINANCE 124673

COUNCIL BILL 118279

AN ORDINANCE relating to Seattle Public Utilities; accepting easements situated in southeast Seattle granted to the City of Seattle for installation, operation and maintenance of sewer lines necessary for drainage and wastewater utility purposes; placing the easements under the jurisdiction of Seattle Public Utilities and ratifying and confirming certain prior acts.

WHEREAS, the City of Seattle owns and operates a combined sewer system that overflows during heavy rain events;

WHEREAS, the combined sewer system overflows (CSOs) are governed by the State of Washington under the terms of a National Pollutant Discharge Elimination System (NPDES) permit;

WHEREAS, the NPDES permit mandates the City of Seattle limit untreated overflows at each CSO outfall to an average of no more than one per year;

WHEREAS, based on the volume of overflows and their impact on water quality in Lake Washington, Basins 47 and 171 are identified in the NPDES permit as a priority for CSO reduction, including regulatory milestones for completion of a capital improvement project;

WHEREAS, after more than two years of study and discussions with residents, Seattle Public Utilities (SPU) has decided to address the neighborhood's combined sewer overflow problems by constructing a 24-inch diameter storm drain and 18-inch diameter sanitary sewer (Facilities) within 52nd Avenue South and South Henderson Street;

WHEREAS, the Facilities are within street right-of-way, close to the edge of the right-of-way and sewer easements are necessary for future repairs;

WHEREAS, the three adjacent property owners, Mycon Real Estate Investment Company, Safeway Incorporated and Lake Washington Limited Partnership, LLP, have agreed to grant sewer easements; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

SDS CITY CLERK

Section 1. The City hereby accepts the easement granted to the City of Seattle by Mycon Real Estate Investments, LLC for a sewer line and appurtenances as legally described and depicted in Attachment 1.

Section 2. The City hereby accepts the temporary construction easement granted to the City of Seattle by Mycon Real Estate Investments, LLC for a period of two years, terminating by December 31, 2015, for the construction of sewer line and appurtenances as legally described and depicted in Attachment 2.

Section 3. The City hereby accepts the easement granted to the City of Seattle by Lake Washington Limited Partnership for a sewer line and appurtenances as legally described and depicted in Attachment 3.

Section 4. The City hereby accepts the temporary construction easement granted to the City of Seattle by Lake Washington Limited Partnership for a period of twelve months, terminating by December 31, 2014, for the construction of sewer line and appurtenances as legally described and depicted in Attachment 4.

Section 5. The City hereby accepts the temporary construction easement granted to the City of Seattle by Safeway Incorporated for a period of two years, terminating by December 31, 2015, for the construction of sewer line and appurtenances as legally described and depicted in Attachment 5.

Section 6. The real property rights conveyed by these easements shall be placed under the jurisdiction of Seattle Public Utilities.

Section 7. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

SDS CITY CLERK

Section 8. 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 15th day of December, 2014, and signed by me in open session in authentication of its passage this 15th day of December, 2014.

President _____ of the City Council

Approved by me this 19th day of December, 2014.

Edward B. Murray, Mayor

Filed by me this 19th day of December, 2014.

Monica Martinez Simmons, City Clerk

(Seal)

Attachment 1: Easement granted by Mycon Real Estate Investments, LLC
Attachment 2: Temporary Construction Easement granted by Mycon Real Estate Investments, LLC
Attachment 3: Easement granted by Lake Washington Limited Partnership
Attachment 4: Temporary Construction Easement granted by Lake Washington Limited Partnership
Attachment 5: Temporary Construction Easement granted by Safeway Incorporated

SEA CITY CLERK

Attachment 1

Easement Granted by Mycon Real Estate Investments, LLC

DRAINAGE and SEWER EASEMENT

Reference #s of Documents Released or Assigned: none
Grantor:..... Mycon Real Estate Investments, LLC
Grantee:..... City of Seattle
Legal Description (abbreviated):..... Portion of Tract C, Plat of Rainier Beach
Assessor's Tax Parcel ID#:.....7129305315

RW#

THIS EASEMENT granted this 5th day of march, 2013, by **Mycon Real Estate Investments, LLC,** hereinafter called "Grantor," to the **CITY OF SEATTLE**, a municipal corporation of the State of Washington, acting through and by Seattle Public Utilities, hereinafter called the "Grantee."

WITNESSETH: Said Grantor for and in consideration of the benefits herein between Grantor and Grantee, and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey, and warrant to the Grantee an easement for the purposes of constructing, reconstructing, operating, maintaining, inspecting, improving, altering, repairing and replacing a sewer pipe and appurtenances ("Facilities") over, under, through, across and upon the following described real property in Seattle, King County, Washington:

> As legally described on Exhibit A, a copy of which is attached and incorporated herein ("Easement Area") and as shown on the map in Exhibit B, a copy of which is attached and incorporated herein.

The Grantee shall have the right at such time as may in its sole determination be necessary, to enter upon the Easement Area for the purposes herein described, without incurring any legal obligation or liability therefore, provided that such work shall be accomplished in such a manner that the private improvements existing in said easement

SDS CITY CLERK

area shall not be disturbed or destroyed, or in the event that they are disturbed or destroyed, they shall be replaced in as good condition as they were immediately before the property was entered upon by the City.

Grantor hereby agrees that, with the exception of sidewalks, no buildings, other permanent structures, trees, fill or obstructions of any kind, shall be constructed, planted or permitted to remain within the boundaries of said Easement Area without prior written permission of the Director of Seattle Public Utilities (or the Director's designee), or any such officer or board who may hereafter succeed to the jurisdiction and powers in respect to the Facilities now possessed by the Director of Seattle Public Utilities (or their designee).

Grantor also hereby agrees that no other utility facilities, such as conduits, cables, pipelines, vaults, meters, poles or posts, whether public or private, other than those approved in the Plans, will be installed unless Grantor shall have submitted the plans for the same to Seattle Public Utilities for its review and written approval.

Grantor, its successors, assigns, lessees, sub-lessees, tenants, and sub-tenants, shall have the right to use the Easement Areas in any way and for any other legal purpose that is not inconsistent with the rights herein granted to Grantee.

Grantor waives any present or future claim against the Grantee relating to hazardous substances, pollutants, or contaminants within the Easement Areas, and shall indemnify and defend the Grantee from any such claim, including enforcement action by a regulatory agency, unless the hazardous substances, pollutants or contaminants result from the Grantee's operations.

SMC CITY CLERK

The covenants herein contained shall run with the land and shall be binding on the parties, their successors and assigns forever.

Dated this 5th day of March, 2013.

Steven C Mycon

By: Steven C Mycon
Manager
Mycon Real Estate Investments, LLC

STATE OF Washington)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Hoang Van Tran is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as Signer of _____ in the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 5 day of May, 2013

Hoang Van Tran

Name (Print) Hoang Van Tran

HOANG VAN TRAN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JANUARY 29, 2016

NOTARY PUBLIC in and for the State of Washington

residing at Seattle

My appointment expires 1-29-2016

SEA CITY CLERK

Exhibit A

PERMANENT EASEMENT DESCRIPTION

THAT PORTION OF TRACT C OF THE PLAT OF RAINIER BEACH, AS RECORDED IN VOLUME 8 OF PLATS, PAGE 11, RECORDS OF KING COUNTY, WASHINGTON, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., EXCEPT THAT PORTION OF SAID PREMISES CONDEMNED FOR RAINIER AVENUE IN KING COUNTY SUPERIOR COURT CAUSE NO. 87583 AND EXCEPT THAT PORTION OF SAID PREMISES CONDEMNED FOR 52ND AVENUE SOUTH, IN KING COUNTY SUPERIOR COURT CASE NO. 177159, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SAID PORTION OF TRACT C; THENCE N 88° 30' 09" W ALONG THE NORTHERLY RIGHT OF WAY MARGIN OF RAINIER AVENUE SOUTH A DISTANCE OF 9.04 FEET;

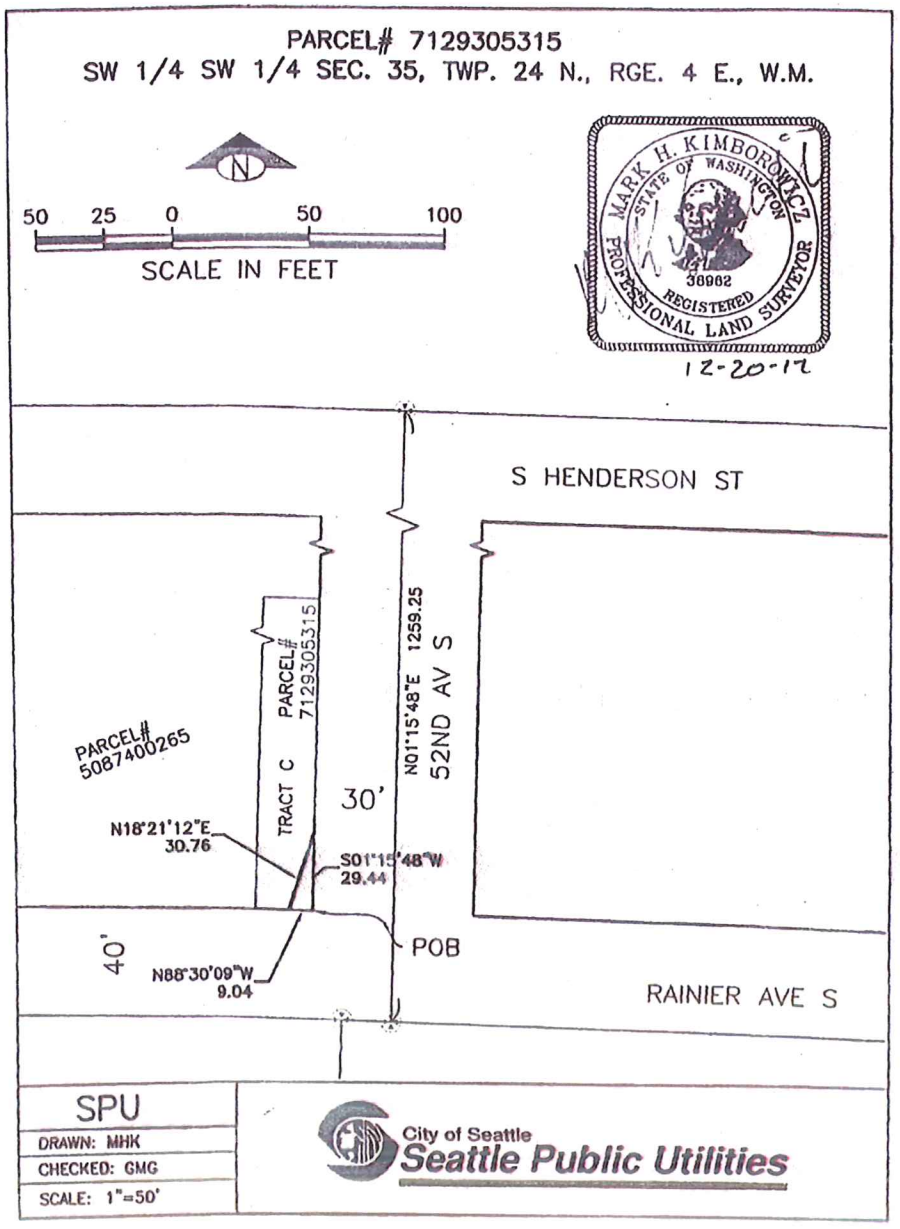
THENCE N 18° 21' 12" E A DISTANCE OF 30.76 FEET TO THE WESTERLY RIGHT OF WAY MARGIN OF 52ND AVENUE SOUTH;

THENCE S 01° 15' 48" W ALONG THE WESTERLY RIGHT OF WAY MARGIN OF 52ND AVENUE SOUTH A DISTANCE OF 29.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 133 SQ. FT., MORE OR LESS

SEA CITY CLERK

Exhibit B



2015 CITY CLERK

Attachment 2

Temporary Construction Easement granted by Mycon Real Estate Investments, LLC

Document Type:	Temporary Construction Easement
Reference Number of Related Document:	N/A
Grantor(s):	Mycon Real Estate Investments, LLC
Grantee(s):	City of Seattle
Legal Description (abbreviated):	Pt. of Tract C, Plat of Rainier Beach
Assessor's Tax Parcel Number:	Pt of 7129305315

TEMPORARY CONSTRUCTION EASEMENT

Project:

This TEMPORARY CONSTRUCTION EASEMENT, granted this 5th day of March, 2013, by Mycon Real Estate Investments, LLC, ("Grantor"), to the CITY OF SEATTLE ("City"), a municipal corporation of the State of Washington, acting by and through its Seattle Public Utilities Department ("SPU") ("Grantee").

WITNESSETH: Grantor, for and in consideration of TEN AND NO/100 dollars and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, a Temporary Construction Easement ("TCE") to use 2,110 square feet of land for purposes related to the construction of SPU's planned public improvements for the 52nd Ave S CSO Reduction and Lower Mapes Creek Restoration Projects ("Project"), on the following described real property:

> As legally described on Exhibit A, a copy of which is attached and incorporated herein ("Easement Area") and as shown on the map in Exhibit B, a copy of which is attached and incorporated herein.

This TCE shall include only such rights of use in the land above described as shall be necessary for the construction of the public improvement Project by Grantee and its contractors. Grantee, its agents and contractors will not unreasonably interfere with the Grantor's access to and use of its property except as otherwise provided for herein.

Grantee and its contractors shall construct the Project in such a manner that any private improvements existing in the Easement Area shall not be disturbed or destroyed, but in the event that they are disturbed or destroyed, SPU or its contractors shall restore

2015 CITY CLERK

them or the property to as good as the condition existing immediately prior to the construction activities under this TCE.

To the extent allowed by law, the City agrees to indemnify Grantor from and against any and all claims, demands, suits, damages, loss or liability arising from the City's exercise of the rights granted herein except for such claims, demands, suits, damages, loss or liability arising out of the negligence of Grantor.

SEA CITY CLERK

This TCE shall be binding on the parties, their successors and assigns. The term of this TCE shall commence upon the giving by SPU of at least five days' prior written notice and terminate two years from the effective date in the notice, the date the project is constructed and accepted as complete by the City (termination date), or December 31, 2015, whichever event occurs first.

Signed this 5th day of March, 2013

Steven C Mycon

Steven C Mycon
Manager
Mycon Real Estate Investments, LLC

STATE OF WASHINGTON)
: ss.
County of King)

I certify that I know or have satisfactory evidence that Hoang Van Tran is the person who appeared before me, and said person acknowledged that signed this instrument, on oath stated that was authorized to execute the instrument and acknowledged it as the Sole Member, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal the day and year last above written.

HOANG VAN TRAN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JANUARY 29, 2016

Notary (print name) Hoang Van Tran
Notary Public in and for the State of Washington,
residing at Seattle
My Appointment expires 1-29-2016

EDS CITY CLERK

Exhibit A

TEMPORARY EASEMENT DESCRIPTION

THAT PORTION OF TRACT C OF THE PLAT OF RAINIER BEACH, AS RECORDED IN VOLUME 8 OF PLATS, PAGE 11, RECORDS OF KING COUNTY, WASHINGTON, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., EXCEPT THAT PORTION OF SAID PREMISES CONDEMNED FOR RAINIER AVENUE IN KING COUNTY SUPERIOR COURT CAUSE NO. 87583 AND EXCEPT THAT PORTION OF SAID PREMISES CONDEMNED FOR 52ND AVENUE SOUTH, IN KING COUNTY SUPERIOR COURT CASE NO. 177159, DESCRIBED AS FOLLOWS;

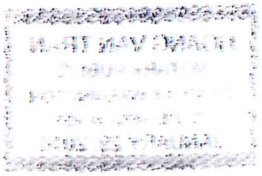
BEGINNING AT THE SOUTHEAST CORNER OF SAID PORTION OF TRACT C; THENCE N 88° 30' 09" W ALONG THE NORTHERLY RIGHT OF WAY MARGIN OF RAINIER AVENUE SOUTH A DISTANCE OF 10.00 FEET;

THENCE N 01° 15' 48" E A DISTANCE OF 211.00 FEET;

THENCE S 88° 37' 54" E A DISTANCE OF 10.00 TO THE WESTERLY RIGHT OF WAY MARGIN OF 52ND AVENUE SOUTH;

THENCE S 01 ° 15' 48" W ALONG THE WESTERLY RIGHT OF WAY MARGIN OF 52ND AVENUE SOUTH A DISTANCE OF 211.02 FEET TO THE POINT OF BEGINNING;

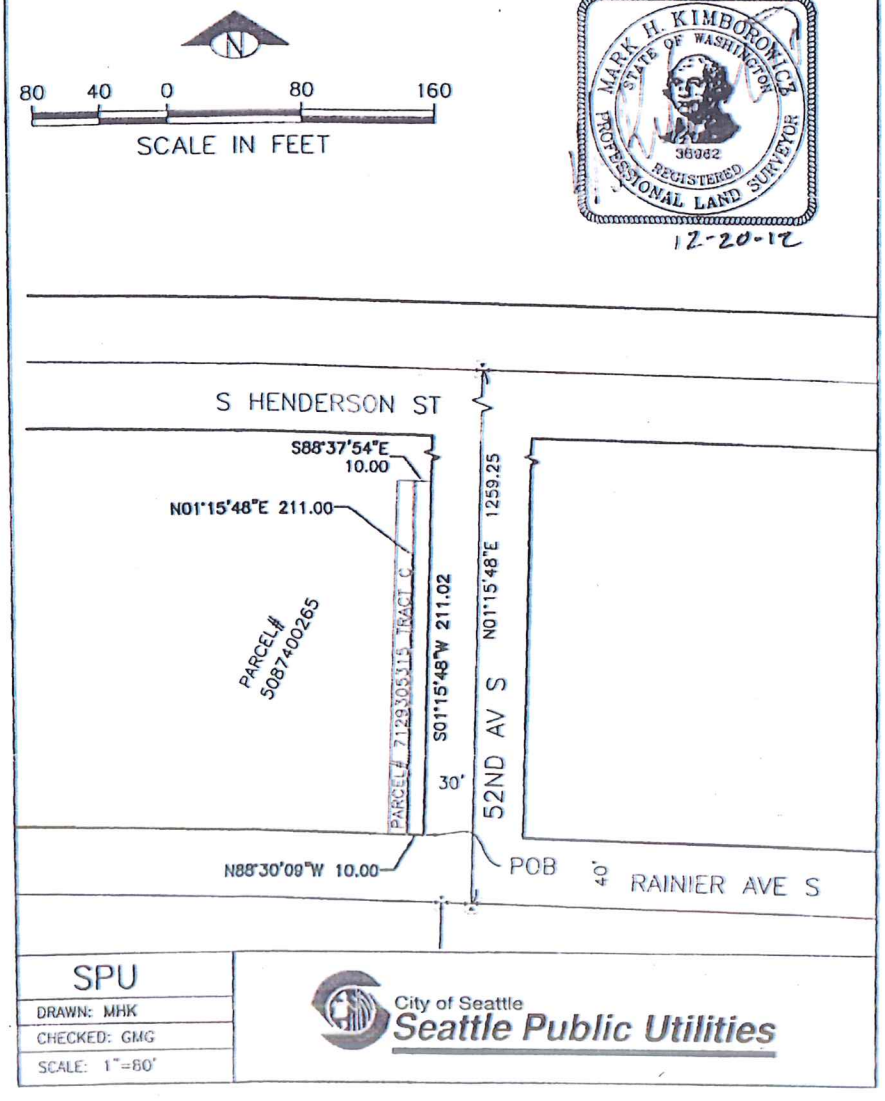
CONTAINING 2110 SQ. FT., MORE OR LESS.



SDS CITY CLERK

Exhibit B

PARCEL# 7129305315
SW 1/4 SW 1/4 SEC. 35, TWP. 24 N., RGE. 4 E., W.M.



ENS CITY CLERK

Attachment 3

Easement Granted by Lake Washington Limited Partnership

DRAINAGE and SEWER EASEMENT

Reference #s of Documents Released or Assigned:..... none
Grantor:..... Lake Washington Limited Partnership, a Washington Limited Partnership
Grantee:..... City of Seattle
Legal Description (abbreviated):..... Ptn GL 3, Sec 35, Twp 24N, Rge 4E, King County
Assessor's Tax Parcel ID#:..... 352404-9015

RW# 2012-021-001

THIS EASEMENT granted this 6th day of June, 2013, by **Lake Washington Limited Partnership, a Washington Limited Partnership,** hereinafter called "Grantor," to the **CITY OF SEATTLE**, a municipal corporation of the State of Washington, acting through and by Seattle Public Utilities, hereinafter called the "Grantee."

WITNESSETH: Said Grantor for and in consideration of the benefits herein between Grantor and Grantee, and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey, and warrant to the Grantee an easement for the purposes of modifications, inspection, alteration, operation, improvement, maintenance, repair and replacement of the sewer pipe and appurtenances ("Facilities") over, under, through, across and upon the real property in Seattle, King County, Washington described in Exhibit A ("Easement Area") and as shown on the map in Exhibit B, a copy of which is attached and incorporated herein.

The Grantee shall have the right at such time as may in its sole determination be necessary, to enter upon the Easement Area for the purposes herein described, without incurring any legal obligation or liability therefore. Prior to commencing such work, Grantee shall give five-days written notice of its intent to enter therein, unless the need for entry arises out of an emergency condition affecting or potentially affecting Grantee's improvements, in which event, notice shall be given to Grantor by a means calculated by

SDS CITY CLERK

Grantee to provide sufficient notice. Any work within the Easement Area shall be accomplished in such a manner that the private improvements existing in said Easement Area shall not be damaged, or in the event that they are damaged, Grantee shall repair such damage to a condition as nearly similar as possible as the conditions existing immediately prior to the damage.

Grantor hereby agrees that, with the exception of sidewalks, no buildings, other permanent structures, trees, fill or obstructions of any kind, shall be constructed, planted or permitted to remain within the boundaries of said Easement Area without prior written permission of the Director of Seattle Public Utilities (or the Director's designee), or any such officer or board who may hereafter succeed to the jurisdiction and powers in respect to the Facilities now possessed by the Director of Seattle Public Utilities (or their designee).

Grantor also hereby agrees that no other utility facilities, such as conduits, cables, pipelines, vaults, meters, poles or posts, whether public or private, other than those approved in the Plans, will be installed within the boundaries of said Easement Area unless Grantor shall have submitted the plans for the same to Seattle Public Utilities for its review and written approval.

Grantor, its successors, assigns, lessees, sub-lessees, tenants, and sub-tenants, shall have the right to use the Easement Area in any way and for any other legal purpose that is not inconsistent with the rights herein granted to Grantee.

Grantor waives any present or future claim against the Grantee relating to hazardous substances, pollutants, or contaminants within the Easement Area, and shall indemnify and defend the Grantee from any such claim, including enforcement action by a regulatory agency, unless the hazardous substances, pollutants or contaminants result from the Grantee's operations.

SDS CITY CLERK

The covenants herein contained shall run with the land and shall be binding on the parties, their successors and assigns forever.

Dated this 6th day of June, 2013.

GENERAL PARTNER:

Lake Washington Apartments, LLC
By: Southeast Effective Development, Manager

By: _____ Date: 6-3-13
Lance Matteson
Its: Executive Director

STATE OF Washington)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Lance Matteson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as _____ (title) of _____ in the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 3rd day of June, 2013

BUNA FAIRCLOTH
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
MARCH 9, 2016

Name (Print) Buna Faircloth

NOTARY PUBLIC in and for the State of Washington

residing at Seattle

My appointment expires March 9, 2016

SPS CITY CLERK

By: Bayside Washington, LLC, Member
By: Bayside Communities, LLC
Its: Sole member

By: _____ Date: 6/3/13
Michael Barker
Its: Authorized Person

see attached document

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as _____ **(title)** of _____ in the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2013

_____

Name (Print) _____

NOTARY PUBLIC in and for the State of _____

residing at _____

My appointment expires _____

SDS CITY CLERK

CALIFORNIA JURAT WITH AFFIANT STATEMENT

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 3rd (Date) day of June (Month), 2013 (Year), by

(1) Michael Barker (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.) (and

(2) _____ (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Erin Manning Cunningham (Signature of Notary Public)

ERIN MANNING CUNNINGHAM
Commission # 1889875
Notary Public - California
Los Angeles County
My Comm. Expires May 18, 2014

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

© 2009 National Notary Association • NationalNotary.org • NNA Members-Only Hotline 1-888-876-0827

Item #5910

SDS CITY CLERK

Exhibit A

PERMANENT EASEMENT DESCRIPTION
PARCEL 3524049015

THAT PORTION OF GOVERNMENT LOT 3, IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST MARGIN OF 52ND AVENUE SOUTH BEING 30 FEET EASTERLY OF THE MONUMENTED CENTERLINE WITH THE SOUTH MARGIN OF SOUTH HENDERSON STREET BEING 40 FEET SOUTHERLY OF THE MONUMENTED CENTERLINE;

THENCE S 88° 41' 40" E ALONG SAID SOUTH MARGIN A DISTANCE OF 504.06 FEET TO A POINT 120 FEET WEST OF THE WESTERLY MARGIN OF SEWARD PARK AVENUE SOUTH;

THENCE S 01° 33' 45" E PARALLEL WITH SAID WESTERLY MARGIN A DISTANCE OF 3.50 FEET;

THENCE N 88° 41' 40" W A DISTANCE OF 57.14 FEET;

THENCE N 01° 18' 20" E A DISTANCE OF 1.50 FEET;

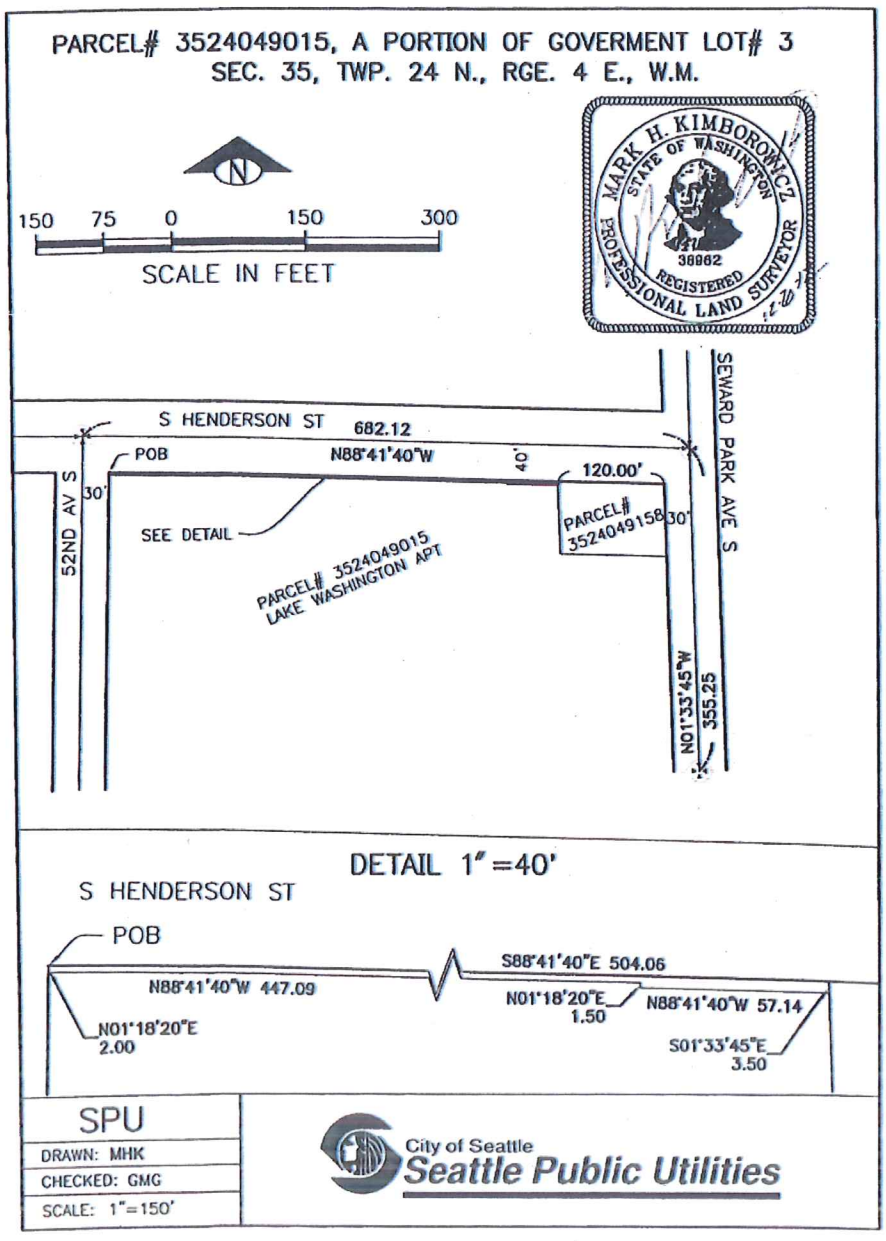
THENCE N 88° 41' 40" W A DISTANCE OF 447.09 FEET TO THE EASTERLY MARGIN OF 52ND AVENUE SOUTH;

THENCE N 01° 18' 20" E ALONG SAID EASTERLY MARGIN A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,094 SQ. FT., MORE OR LESS.

BDS CITY CLERK

Exhibit B



2013 CITY CLERK

Attachment 4

Temporary Construction Easement Granted by
Lake Washington Limited Partnership

TEMPORARY CONSTRUCTION EASEMENT

Reference #s of Documents Released or Assigned:....none
Grantor:.....Lake Washington Limited Partnership, a Washington Limited Partnership
Grantee:.....City of Seattle
Legal Description (abbreviated):.....Ptn GL 3, Sec 35, Twp 24N, Rg 4E, King County
Assessor's Tax Parcel ID#:.....352404-9015

RW#2012-021-002

This TEMPORARY CONSTRUCTION EASEMENT, granted this 6th day of June, 2013, by **Lake Washington Limited Partnership, a Washington Limited Partnership**, ("Grantor"), to the **CITY OF SEATTLE** ("City"), a municipal corporation of the State of Washington, acting by and through its Seattle Public Utilities Department ("SPU") ("Grantee").

WITNESSETH: Grantor, for and in consideration of $9,600AND NO/100 dollars and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, a Temporary Construction Easement ("TCE") to use 5,951 square feet of land for purposes related to the construction of SPU's planned public improvements for the 52nd Ave S CSO Reduction and Lower Mapes Creek Restoration Projects ("Project"), on the following described real property:

> As legally described on Exhibit A, a copy of which is attached and incorporated herein ("Easement Area") and as shown on the map in Exhibit B, a copy of which is attached and incorporated herein.

This TCE shall include such rights of use in the land above described as are reasonably necessary for the construction of the Project by Grantee and its contractors. Grantee, its agents and contractors will not unreasonably interfere with the Grantor's access to and use of its property except as otherwise provided for herein; provided however, that

SMC CITY CLERK

Grantor will endeavor to use points of access to the buildings that do not conflict with Grantee's right of use during the terms of this TCE.

Grantor's property has two tenanted buildings (Buildings 1 and 35) along South Henderson Street that are presently occupied. Grantor intends to vacate each building for a period of 30 days in order to renovate the same. Grantee will construct its facility in front of each building during Grantor's renovations. The Grantee shall give the Grantor 95 days notice of the intent to construct in front of each building so that the Grantor can provide 90 days notice to tenants that said buildings shall be vacated. Grantor shall inform Grantee of the date each of said buildings will be vacated. The TCE will commence on the date that each said building is vacated provided however, that in no event shall such commencement of the term of this TCE occur later than December 15, 2013. In the event that Grantor does not give notice of the commencement of this TCE by the aforesaid date, Grantee shall give Grantor 30-days notice of its intent to proceed with the Project. Grantee and its contractors shall construct the Project in such a manner that any private improvements existing in the Easement Area shall not be damaged unless necessary to the Project, but in the event that any are damaged, SPU or its contractors shall repair such damage to a condition as nearly similar as reasonably possible as the condition existing immediately prior to the damage. If Grantee's work, excluding landscaping and other construction work that does not prevent re-occupancy of said buildings, exceeds 30 days and prevents tenants from reoccupying the said buildings, Grantee shall reimburse the Grantor $722 and NO/100 dollars per day that the Grantee's work delays re-occupancy.

To the extent allowed by law, the Grantee agrees to indemnify Grantor from and against any and all claims, demands, suits, damages, loss or liability arising from the Grantee's exercise of the rights granted herein except for such claims, demands, suits, damages, loss or liability arising out of the negligence of Grantor.

2015 CITY CLERK

This TCE shall be binding on the parties, their successors and assigns. The term of this TCE shall terminate one year from the effective date the Grantor gives the aforesaid notice, the date the Project is constructed and accepted as complete by the City (termination date), or December 31, 2014, whichever event occurs first.

Dated this 6TH day of June, 2013

GENERAL PARTNER:

Lake Washington Apartments, LLC
By: Southeast Effective Development, Manager

By: _____ Date: 6/3/13
Lance Matteson
Its: Executive Director

STATE OF Washington)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Lance Matteson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as _____ **(title)** of _____ in the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 3rd day of June, 2013

_____
Name (Print) Buna Faircloth

BUNA FAIRCLOTH
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
MARCH 9, 2016

NOTARY PUBLIC in and for the State of Washington

residing at Seattle

My appointment expires March 9, 2016

By: Bayside Washington, LLC, Member

SDCI CITY CLERK

By: Bayside Communities, LLC
Its: Sole member

By: _____ Date: 6/3/13
Michael Barker
Its: Authorized Person

See attached document

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as _____ **(title)** of _____ in the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this _____day of _____, 2013

_____

Name (Print) _____

NOTARY PUBLIC in and for the State of _____

residing at _____

My appointment expires _____

ENS CITY CLERK

CALIFORNIA JURAT WITH AFFIANT STATEMENT

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 3rd (Date) day of June (Month), 2013 (Year), by

(1) Michael Barker (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.) (and

(2) _____ (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Erin Manning Cunningham (Signature of Notary Public)

ERIN MANNING CUNNINGHAM
Commission # 1889875
Notary Public - California
Los Angeles County
My Comm. Expires May 18, 2014

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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Item #5910

SEATTLE CITY CLERK

Exhibit A

TEMPORARY LANDSCAPE AND PAVING EASEMENT DESCRIPTION
PARCEL 3524049015

THAT PORTION OF GOVERNMENT LOT 3, IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST MARGIN OF 52ND AVENUE SOUTH BEING 30 FEET EASTERLY OF THE MONUMENTED CENTERLINE WITH THE SOUTH MARGIN OF SOUTH HENDERSON STREET BEING 40 FEET SOUTHERLY OF THE MONUMENTED CENTERLINE;

THENCE S 88° 41' 40" E ALONG SAID SOUTH MARGIN A DISTANCE OF 504.06 FEET TO A POINT 120 FEET WEST OF THE WESTERLY MARGIN OF SEWARD PARK AVENUE SOUTH;

THENCE S 01° 33' 45" E PARALLEL WITH SAID WESTERLY MARGIN A DISTANCE OF 14.02 FEET;

THENCE N 88° 41' 40" W A DISTANCE OF 90.32 FEET;

THENCE N 01° 18' 20" E A DISTANCE OF 5.00 FEET;

THENCE N 88° 41' 40" W A DISTANCE OF 55.59 FEET;

THENCE S 01° 18' 20" W A DISTANCE OF 5.00 FEET;

THENCE N 88° 41' 40" W A DISTANCE OF 45.34 FEET;

THENCE N 01° 18' 20" E A DISTANCE OF 5.00 FEET;

THENCE N 88° 41' 40" W A DISTANCE OF 55.37 FEET;

THENCE S 01° 18' 20" W A DISTANCE OF 5.00 FEET;

THENCE N 88° 41' 40" W A DISTANCE OF 95.21 FEET;

THENCE N 01° 18' 20" E A DISTANCE OF 5.00 FEET;

THENCE N 88° 41' 40" W A DISTANCE OF 55.61 FEET;

SDS CITY CLERK

THENCE S 01° 18' 20" W A DISTANCE OF 5.00 FEET;

THENCE N 88° 41' 40" W A DISTANCE OF 45.18 FEET;

THENCE N 01° 18' 20" E A DISTANCE OF 5.00 FEET;

THENCE N 88° 41' 40" W A DISTANCE OF 55.49 FEET;

THENCE S 01° 18' 20" W A DISTANCE OF 5.00 FEET;

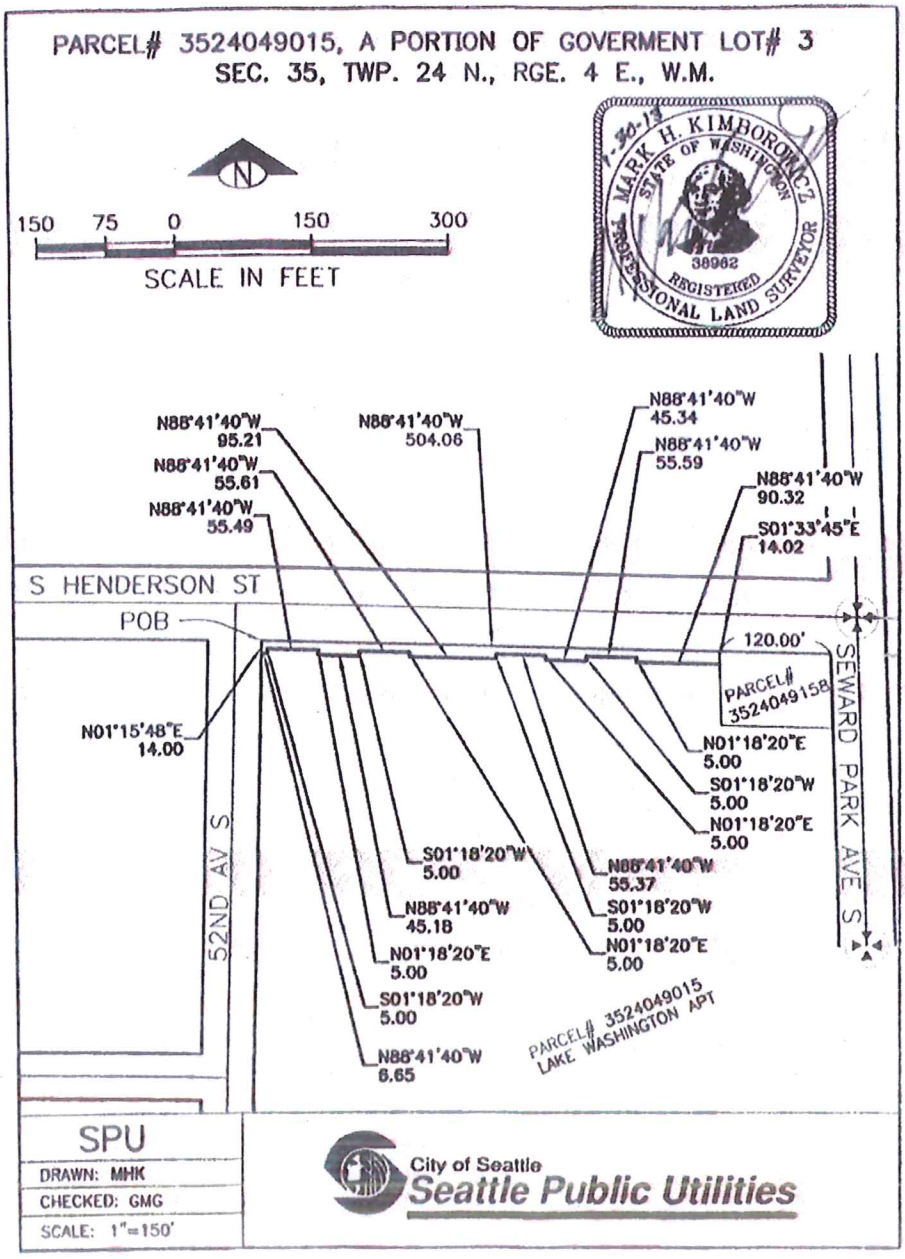
THENCE N 88° 41' 40" W A DISTANCE OF 6.65 FEET TO THE EASTERLY MARGIN OF 52ND AVENUE SOUTH;

THENCE N 01° 15' 48" E ALONG SAID EASTERLY MARGIN A DISTANCE OF 14.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,951 SQ. FT., MORE OR LESS.

CAS CITY CLERK

Exhibit B



2013 CITY CLERK

Attachment 5

Temporary Construction Easement Granted by Safeway Incorporated

Document Type:	Temporary Construction Easement
Reference Number of Related Document:	N/A
Grantor(s):	Safeway, Inc.
Grantee(s):	City of Seattle
Legal Description (abbreviated):	Pt. of Lot 9 Blk 3 Mapes Fairview
Assessor's Tax Parcel Number:	Pt of 508740-0265

TEMPORARY CONSTRUCTION EASEMENT

Project:

This TEMPORARY CONSTRUCTION EASEMENT, granted this 21st day of March, 2013, by Safeway Inc., a Delaware corporation, ("Grantor"), to the CITY OF SEATTLE ("City"), a municipal corporation of the State of Washington, acting by and through its Seattle Public Utilities Department ("SPU") ("Grantee").

WITNESSETH: Grantor, for and in consideration of $1,200 AND NO/100 dollars and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, a Temporary Construction Easement ("TCE") to use 390 square feet of land for purposes related to the construction of SPU's planned public improvements for the 52nd Ave S CSO Reduction and Lower Mapes Creek Restoration Projects ("Project"), including but not limited to ingress and egress, placement of personnel, equipment and machinery and performance of the work necessary to complete the Project, on the following described real property:

> As legally described on Exhibit A, a copy of which is attached and incorporated herein ("Easement Area") and as shown on the map in Exhibit B, a copy of which is attached and incorporated herein.

This TCE shall include only such rights of use in the land above described as shall be necessary for the construction of the public improvement Project by Grantee and its contractors. Grantee, its agents and contractors will not unreasonably interfere with the Grantor's access to and use of its property except as otherwise provided for herein.

Grantee and its contractors shall construct the Project in such a manner that any private improvements existing in the Easement Area shall not be disturbed or destroyed,

2013 CITY CLERK

but in the event that they are disturbed or destroyed, SPU or its contractors shall restore them or the property to as good as the condition existing immediately prior to the construction activities under this TCE.

To the extent allowed by law, the City agrees to indemnify Grantor from and against any and all claims, demands, suits, damages, loss or liability arising from the City's exercise of the rights granted herein except for such claims, demands, suits, damages, loss or liability arising out of the negligence of Grantor. At any time the City exercises its right to perform maintenance, repair or replacement work hereunder, the City shall give reasonable prior notice to Grantor, and discuss the construction work plan with Grantor, so that Grantor may have input on scheduling or other measures to minimize interference with Grantor's business operations. Grantor understands that work on 52nd Ave S. may result in temporary blockage of driveway access to this street.

This TCE shall be binding on the parties, their successors and assigns. The term of this TCE shall commence upon the giving by SPU of at least five days' prior written notice, and shall terminate two years from the effective date in the notice, the date the project is constructed and accepted as complete by the City (termination date), or December 31, 2015, whichever event occurs first. Following the termination date, this TCE shall automatically terminate without further action by Grantor or Grantee.

DATED as of the day and year first above written.

GRANTOR:

SAFEWAY INC. a Delaware corporation

By: _____

Print Name: Genevieve Dougherty

Its: Assistant Vice President

By: _____

Print Name: Wendall Mitchell

Its: Assistant Secretary

Form approved: SBJ

2015 CITY CLERK

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
County of Alameda)

On March 26, 2013 before me, **Susan Rhoades**, Notary Public, personally appeared Genevieve Dougherty and Wendall Hibbell, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

SUSAN RHOADES
COMM. # 1898890
NOTARY PUBLIC • CALIFORNIA
ALAMEDA COUNTY
MY COMM. EXP. JULY 25, 2014

GRANTEE:

CITY OF SEATTLE, a Washington municipal corporation, acting by and through its SEATTLE PUBLIC UTILITIES DEPARTMENT

By:

_____

STATE OF WASHINGTON)
: ss.
County of King)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that signed this instrument, on oath stated that was authorized to execute the instrument and

ENS CITY CLERK

GRANTEE:

CITY OF SEATTLE, a Washington municipal corporation, acting by and through its SEATTLE PUBLIC UTILITIES DEPARTMENT

By: Judith L. Cross 04 APRIL 2013

STATE OF WASHINGTON)
: ss.
County of King)

I certify that I know or have satisfactory evidence that JUDITH L. CROSS is the person who appeared before me, and said person acknowledged that signed this instrument, on oath stated that was authorized to execute the instrument and acknowledged it as the DIRECTOR RPS, SPU, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal the day and year last above written.

S. DeWayne Tiegson

Notary (print name) S. DeWayne Tiegson
Notary Public in and for the State of Washington,
residing at Seattle
My Appointment expires 12-5-2014

S. DEWAYNE TIEGSON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
DEC. 5, 2014

2013 CITY CLERK

Exhibit A- Easement Area

TEMPORARY EASEMENT DESCRIPTION
KING COUNTY PARCEL 5087400265

THAT PORTION OF LOT 9 BLOCK 3 AND VACATED SOUTH BARTON STREET (FORMALLY KNOWN AS CRANBERRY STREET) OF MAPES FAIRVIEW ADDITION, AS RECORDED IN VOLUME 18 OF PLATS, PAGE 80, RECORDS OF KING COUNTY, WASHINGTON, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF NORTHERLY RIGHT OF WAY MARGIN OF RAINIER AVENUE SOUTH AND THE WESTERLY RIGHT OF WAY MARGIN OF 52ND AVENUE SOUTH; THENCE ALONG THE WESTERLY RIGHT OF WAY MARGIN OF 52ND AVENUE SOUTH N 01° 15' 48" E A DISTANCE OF 211.02 FEET TO THE POINT OF BEGINNING;

THENCE N 88° 37' 54" W A DISTANCE OF 10.00 FEET;

THENCE N 01° 15' 48" E A DISTANCE OF 39.00 FEET;

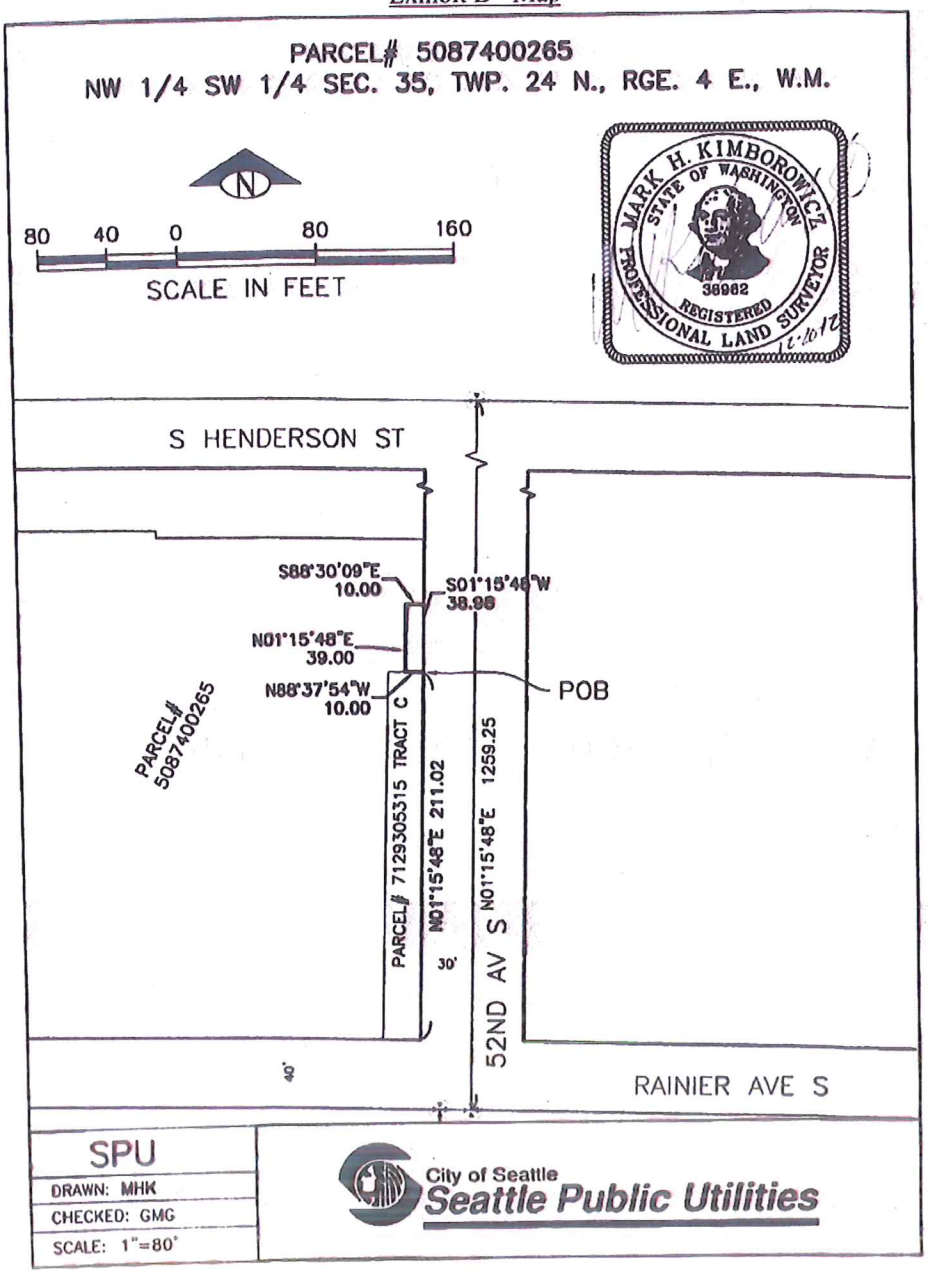
THENCE S 88° 30' 09" E A DISTANCE OF 10.00 FEET TO THE WESTERLY RIGHT OF WAY MARGIN OF 52ND AVENUE SOUTH;

THENCE S 01° 15' 48" W A DISTANCE OF 38.98 FEET ALONG THE WESTERLY RIGHT OF WAY MARGIN OF 52ND AVENUE SOUTH TO THE POINT OF BEGINNING;

CONTAINING 390 SQ. FT., MORE OR LESS

SEA CITY CLERK

Exhibit B - Map



SMC CITY CLERK

Pree Carpenter
SPU 52nd Ave FISC
August 14, 2014
Version #4

Form revised: February 26, 2014

FISCAL NOTE FOR CAPITAL PROJECTS ONLY

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle Public Utilities	Alan Lord/3-1565	Aaron Blumenthal/3-2656

Legislation Title:
AN ORDINANCE relating to Seattle Public Utilities; accepting easements granted to the City of Seattle for installation, operation and maintenance of sewer mains necessary for drainage and wastewater utility purposes situated in southeast Seattle; placing the easements under the jurisdiction of Seattle Public Utilities and ratifying and confirming certain prior acts.

Summary and background of the Legislation:
SPU's Combined Sewer Overflow (CSO) program is intended to meet the State of Washington's National Pollutant Discharge Elimination System (NPDES) permit requirements by reducing the size and number of sewer overflows into receiving water bodies.

To meet the terms of the NPDES permit with regard to CSO Basins 47 and 171, Seattle Public Utilities is installing a new combined sewer line from Rainier Avenue South up 52nd Avenue South and along South Henderson Street to the King County sewer pump station. The new combined sewer line will reduce overflows of combined sewage into Lake Washington during heavy rain events. This project is being constructed in conjunction with the Lower Mapes Creek Restoration Project which will move flows from Mapes Creek out of a storm drain pipe into its own dedicated pipe and restore approximately 400 feet of creek channel within Beer Sheva Park.

Two permanent sewer easements and three temporary construction easements were acquired by SPU for this project in 2013. Construction began in early 2014 and is scheduled to be complete in late September 2014. The Ratified and Confirmed Clause in the ordinance acknowledges the easements were used by SPU prior to their formal acceptance.

Project Name:	Project I.D.:	Project Location:	Start Date:	End Date:
S Henderson CSO Storage	C3609	5895 Lake Washington Blvd S	2005	2018

Please check any of the following that apply:

____ **This legislation creates, funds, or anticipates a new CIP Project.**

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

__X__ **This legislation has financial implications.**

2015 CITY CLERK

Appropriations:

Appropriations Notes:
No additional appropriation is being sought by this legislation. This purchase will be funded by the S. Henderson CSO Storage Project, ID C3609, contained in the 2012-2017 Drainage & Wastewater Fund Capital Improvement Program. This legislation would authorize expenditures of existing appropriations for the negotiated permanent easement prices totaling $27,800.

Spending Plan and Future Appropriations for Capital Projects:

Spending Plan and Budget	2014	2015	2016	2017	2018	2019	Total
Spending Plan	6.8M	21.4M	29.9M	5.4M	1M		**64.5M**
Current Year Appropriation							
Future Appropriations							

Spending Plan and Budget Notes:
The 2012 Adopted Drainage and Wastewater Capital Budget includes acquiring easements in the spending plan for this capital project (C3609 - S Henderson Storage Project).

Funding Source:

Funding Source (Fund Name and Number, if applicable)	2013	2014	2015	2016	2017	2018	Total
Drainage & Wastewater Fund, 44010	$27.8k						**$27.8k**
TOTAL	**$27.8k**						**$27.8k**

Funding Source Notes:
This project is funded by the Drainage and Wastewater Fund and is not expected to generate revenue.

Bond Notes:
No future bonds will be issued for this project. It will be financed with bonds issued in June 2012, which are managed at the Fund level.

Do positions sunset in the future?
N/A

SEA CITY CLERK

Other Implications:

a) **Does the legislation have indirect financial implications, or long-term implications?**
The legislation is a step in allowing SPU to meet regulatory requirements in its National Pollutant Discharge Elimination System permit by providing permanent access for a CSO conveyance line that must cross or lies immediately adjacent to private property. Funds for the conveyance project are allocated from SPU's Drainage and Wastewater Fund.

b) **What is the financial cost of not implementing the legislation?**
If the legislation is not approved, SPU would seek to identify a different control option reducing CSOs. Pursuing a different alternative would delay the project, potentially causing the City to miss regulatory deadlines.

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?**
SPU studied these drainage basins for more than two years and determined the proposed CSO conveyance line to the King County Henderson Pump Station is the most cost-effective, lowest risk solution that will achieve regulatory compliance. If this legislation is not approved, the alternatives are locating additional storage in a major arterial (Rainier Ave S) or a new conveyance line in a trolley-served major arterial, Seward Park Ave S. Both alternatives are higher risk and more costly.

e) **Is a public hearing required for this legislation?**
No.

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

g) **Does this legislation affect a piece of property?**
Yes. This legislation authorizes SPU to acquire permanent easements along two parcels for future access to the new conveyance line that will be constructed immediately adjacent to the private properties or slightly within the property lines.

h) **Other Issues:**
None.

List attachments to the fiscal note below:

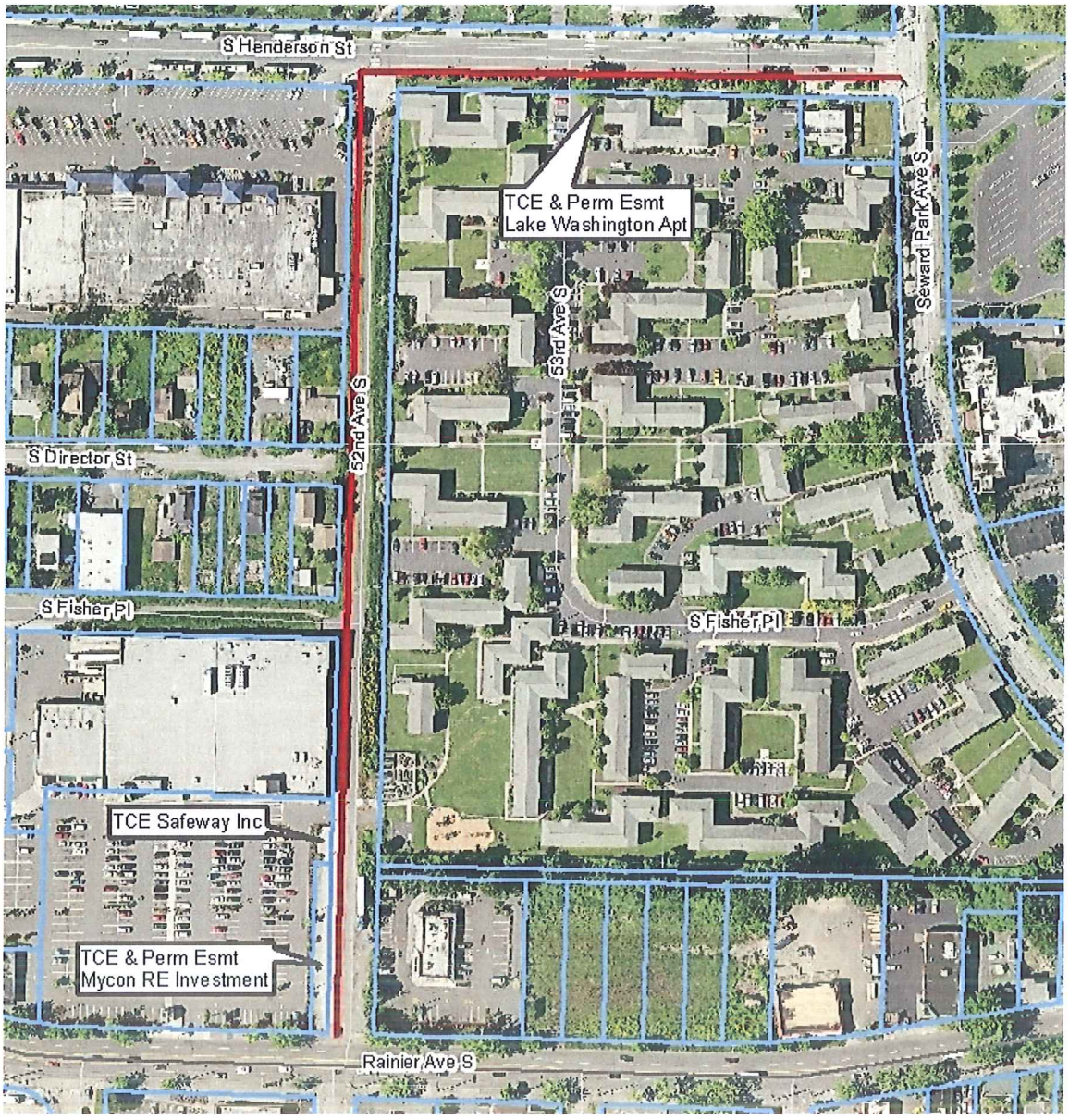
Exhibit A – Area Map 52nd Avenue South and South Henderson Street

ENS CITY CLERK

Pree Carpenter
SPU 52nd Ave FISC EXH A
September 11, 2013
Version #1

Exhibit A

Regional Setting
52nd Avenue South and South Henderson Street



This map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.

ORIGINAL CITY CLERK

City of Seattle
Edward B. Murray
Mayor

October 14, 2014

Honorable Tim Burgess
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Burgess:

I am pleased to transmit the attached proposed Council Bill which would authorize Seattle Public Utilities to acquire utility easements for the construction, operation and maintenance of two new sewer lines.

During heavy rains, Seattle's combined sewer system lacks the capacity to contain the large volumes of stormwater runoff and sanitary sewage and, as a result, millions of gallons of combined sewage discharges into Lake Washington each year. The City of Seattle, acting through Seattle Public Utilities, must reduce combined sewage overflows into Lake Washington to meet the terms of a federal permit. The proposed sewer lines will separate stormwater runoff from sanitary sewage, thereby reducing the volume of sewage that might overflow into Lake Washington.

This project will enable the City to improve its drainage and sewer system, reduce flows of diluted sewage into Lake Washington, and meet the terms of its NPDES permit. Thank you for your consideration of this legislation. Should you have questions, please contact Alan Lord at 233-1565.

Sincerely,

Edward B. Murray
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Office of the Mayor
Seattle City Hall, 7th Floor
600 Fourth Avenue
PO Box 94749
Seattle, Washington 98124-4749

Tel (206) 684-4000
Fax: (206) 684-5360
Hearing Impaired use the Washington Relay Service (7-1-1)
www.seattle.gov/mayor

CITY CLERK

STATE OF WASHINGTON -- KING COUNTY

--ss.

319380 No. 124672,673,674,675,676

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:TITLE ONLY ORDINANCES

was published on

01/15/15

The amount of the fee charged for the foregoing publication is the sum of $116.25 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

01/15/2015

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 December 15, 2014, 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. 124672

AN ORDINANCE relating to Seattle Public Utilities; accepting easements granted to the City of Seattle for installation, operation, and maintenance of water mains, fire and domestic water services, water service vaults, hydrants, water facilities, water supply pipelines, water meters, access and appurtenances necessary for water utility purposes at various locations in Seattle and unincorporated King County, Washington; placing the easements under the jurisdiction of Seattle Public Utilities; and ratifying and confirming certain prior acts.

ORDINANCE NO. 124673

AN ORDINANCE relating to Seattle Public Utilities; accepting easements situated in southeast Seattle granted to the City of Seattle for installation, operation and maintenance of sewer lines necessary for drainage and wastewater utility purposes; placing the easements under the jurisdiction of Seattle Public Utilities and ratifying and confirming certain prior acts.

ORDINANCE NO. 124674

AN ORDINANCE relating to the Seattle Monorail; authorizing the Director of the Seattle Center to execute a concession agreement granting Seattle Monorail Services the right to operate and maintain the Monorail system for ten years, with an additional ten year extension by mutual agreement; authorizing the Director to enter into project agreements for Monorail capital improvements and major maintenance projects as provided for in the agreement; authorizing the Director to establish Monorail fares within the limitations provided in the agreement; and ratifying and confirming certain prior acts.

ORDINANCE NO. 124675

AN ORDINANCE relating to the Bell Harbor Marina; authorizing the Mayor to execute a Termination of Agreement and Release of the Memorandum of Understanding between the City and the Port of Seattle for the operation and maintenance of the marina; and ratifying and confirming prior acts.

ORDINANCE NO. 124676

AN ORDINANCE authorizing, in 2014, acceptance of funding from non-City sources; authorizing the heads of the Executive Department, Department of Information Technology, Department of Neighborhoods, Seattle Fire Department, Seattle Police Department, Seattle City Light and the Seattle Department of Transportation to accept specified grants and private funding and to execute, deliver, and perform corresponding agreements; and ratifying and confirming certain prior acts.

Date of publication in the Seattle Daily Journal of Commerce, January 15, 2015.

1/15(319380)