SEATTLE CITY COUNCIL

Legislative Summary

CB 118566

Record No.: CB 118566 **Type:** Ordinance (Ord) **Status:** Passed

Version: 1 **124938** **In Control:** City Clerk

File Created: 10/13/2015

Final Action: 12/04/2015

Title: AN ORDINANCE relating to the Seattle Public Utilities; declaring certain real property rights as being surplus to the City's municipal utility needs; granting non-exclusive easements to The City of Renton for an ingress and egress roadway, including related slope and drainage utility purposes, and a temporary construction easement, upon, under, and across a portion of the City's Cedar River Pipeline right-of-way, located in the southwest quarter of the southeast quarter of Section 21, Township 23 North, Range 5 East, W.M., King County, Washington; and ratifying and confirming certain prior acts.

Notes:

Sponsors: Bagshaw

	Date
Filed with City Clerk:	12/4/2015
Mayor's Signature:	12/4/2015
Vetoed by Mayor:	
Veto Overridden:	
Veto Sustained:	

Attachments:

Drafter: bob.hennessey@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File **Legal Notice Published:** ☐ Yes ☐ No

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	10/20/2015	Mayor's leg transmitted to Council	City Clerk			
	Action Text:	The Council Bill (CB) was Mayor's leg transmitted to Council. to the City Clerk					
	Notes:						
1	City Clerk	10/20/2015	sent for review	Council President's Office			
	Action Text:	The Council Bill (CB) was sent for review. to the Council President's Office					
	Notes:						

1	Council President's Office	10/20/2015	sent for review	Seattle Public Utilities and Neighborhoods Committee	

Action Text: The Council Bill (CB) was sent for review. to the Seattle Public Utilities and Neighborhoods Committee
Notes:

1	Seattle Public Utilities and Neighborhoods Committee	11/19/2015	pass		Pass

Action Text: The Committee recommends that Full Council pass the Council Bill (CB).
Notes:

In Favor: 2 Chair Bagshaw, Vice Chair Sawant

Opposed: 0

1	Full Council	11/30/2015	passed		Pass

Action Text: The Council Bill (CB) was passed by the following vote and the President signed the Bill:
Notes:

In Favor: 8 Council President Burgess, Councilmember Bagshaw, Councilmember Godden, Councilmember Gonzalez, Councilmember Harrell, Councilmember Licata, Councilmember O'Brien, Councilmember Rasmussen

Opposed: 0

1	City Clerk	12/02/2015	submitted for Mayor's signature	Mayor	

Action Text: The Council Bill (CB) was submitted for Mayor's signature. to the Mayor
Notes:

1	Mayor	12/04/2015	Signed		

Action Text: The Council Bill (CB) was Signed.
Notes:

1	Mayor	12/04/2015	returned	City Clerk	

Action Text: The Council Bill (CB) was returned. to the City Clerk
Notes:

1	City Clerk	12/04/2015	attested by City Clerk		

Action Text: The Ordinance (Ord) was attested by City Clerk.
Notes:

CITY OF SEATTLE

ORDINANCE 124938

COUNCIL BILL 118566

AN ORDINANCE relating to the Seattle Public Utilities; declaring certain real property rights as being surplus to the City's municipal utility needs; granting non-exclusive easements to The City of Renton for an ingress and egress roadway, including related slope and drainage utility purposes, and a temporary construction easement, upon, under, and across a portion of the City's Cedar River Pipeline right-of-way, located in the southwest quarter of the southeast quarter of Section 21, Township 23 North, Range 5 East, W.M., King County, Washington; and ratifying and confirming certain prior acts.

WHEREAS, the City of Renton has requested that The City of Seattle grant to it a 53-foot wide easement for an ingress and egress roadway and related drainage purposes; and a 105-foot wide easement for roadway related slope, and a 120-foot wide temporary construction easement; all upon, under, and across a portion of the One-hundred (100') foot wide Cedar River Pipeline right-of-way; and

WHEREAS, the easement areas requested are surplus to The City of Seattle's needs; and

WHEREAS, the Director of Seattle Public Utilities has recommended granting the easements;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Pursuant to the provisions of RCW 35.94.040 and after a public hearing, certain easement rights over real property used for subsurface water utility facilities located in King County, Washington, legally described herein, are hereby declared to be no longer required for providing public utility service and to be surplus to the City's municipal utility needs.

Section 2. Upon receipt of payment in the amount of $108,093.50, the Director of Seattle Public Utilities or the Director's designee is hereby authorized to execute for and on behalf of

The City of Seattle an easement agreement with the City of Renton, substantially in the form of the Easement Agreement, attached hereto as Attachment 1, granting a non-exclusive easement, 53-foot wide for road purposes, and a 105-foot wide easement for roadway related slope, and a 120-foot wide temporary construction easement; crossing the 100-foot wide Cedar River Pipeline right-of-way, legally described in Attachment 1 and according to the terms and conditions therein.

Section 3. Any act taken after passage but prior to the effective date of this ordinance and consistent with its authority is hereby ratified and confirmed.

Section 4. 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 30th day of NOVEMBER, 2015, and signed by me in open session in authentication of its passage this 30th day of NOVEMBER, 2015.

President _____ of the City Council

Approved by me this 4th day of December, 2015.

Edward B. Murray, Mayor

Filed by me this 4th day of December, 2015.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment 1 - Roadway Easement and Agreement

Att 1 – Roadway Easement and Agreement
V1

Recording Requested By And
When Recorded Mail To:

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

ROADWAY EASEMENT and AGREEMENT

Reference #s of Document Released or Assigned:	None
Grantor:.....	The City of Seattle, Seattle Public Utilities
Grantee:.....	The City of Renton
Legal Description (abbreviated).....	Portion of The City of Seattle Cedar River Pipeline right of way in the SE 1/4 of Section 21, Twp. 23 North, Range 5 East, W.M. , King County, WA
Assessor's Tax Parcel ID#:.....	Portion of 2123059062

Attachment 1 to SPU to City of Renton Roadway Easement 124th Place SE ORD - SPU R/W File # 371-611

This ROADWAY EASEMENT AND AGREEMENT ("Agreement") is made this ___ day of 2015, by and between the City of Seattle, a municipal corporation of the State of Washington, acting by and through Seattle Public Utilities ("City"), and the City of Renton, a municipal corporation of the state of Washington ("Renton").

RECITALS

Whereas, the Renton School District owned a large tract of property in the Tiffany Park area of Renton, which it determined was surplus to its needs and agreed to sell the property to a developer, Henley USA, LLC, a Washington Limited Liability Company ("Henley USA"), and

Whereas, Henley USA proposes to develop the former Renton School District property into a residential subdivision (the "Reserve at Tiffany Park Development"), and

Whereas, the City of Renton requires two (2) locations for ingress and egress, for the Reserve at Tiffany Park Development, and

Whereas, one of the required locations for ingress and egress must cross the Cedar River Pipeline right of way on the south margin of the Reserve at Tiffany Park Development in order to connect the existing 124th Place SE, which terminates at the southern boundary of the Cedar River Pipeline, to the new Reserve at Tiffany Park Development, which is located north of the Cedar River Pipeline, and

Whereas, the City of Seattle is willing to grant to the City of Renton this easement for the 124th Place SE roadway crossing and related drainage facilities, and

Whereas, it is anticipated that Henley USA will construct the 124th Place SE roadway crossing and related drainage facilities;

NOW THEREFORE, for and in consideration of ONE and NO/100 Dollar ($1.00), and the mutual covenants and agreements hereinafter set forth herein, and other valuable consideration, it is agreed by and between the parties hereto as follows:

A. EASEMENT GRANT AND AGREEMENT

1. Subject to the purpose, terms, conditions, and restrictions herein described, THE CITY OF SEATTLE, a municipal corporation of the State of Washington, acting by and through Seattle Public Utilities, hereinafter called "City," hereby grants to THE CITY OF RENTON, a municipal corporation of the State of Washington, hereinafter called "Renton," and to such municipal corporations as may become its successor by reason of incorporation or annexation of territory, including all or any part of the area below described, nonexclusive easements for an ingress and egress roadway, including related slope and drainage utility purposes, and a temporary construction easement, upon, under and across that portion of City's Cedar River Pipeline right of way, as legally described and depicted in Exhibits A, B, and C, attached hereto (the "Easement Area").

B. CITY'S USE OF THE EASEMENT AREA

1. City shall have the right to install, repair, replace, maintain, operate and make lateral connections to any of its existing or future water supply lines and appurtenances, electrical transmission and distribution facilities, or other City improvements within said easement area.

2. City shall notify Renton of any direct interference or damage to roadway, storm drainage facilities or other Renton improvements caused by or resulting from any City work or operation within the Easement Area. Renton shall proceed to take such action(s) as may be necessary to ensure the integrity of Renton improvements and the safety of the public.

3. City shall not be liable for the relocation or repair of said roadway, related drainage facilities, or other Renton improvements within the Easement Area by reason of such work or operations or for damage to roadway, storm drainage facilities or other Renton improvements within said easement area, except where such damage is caused by the sole or comparative negligence of the City, its agents or employees.

4. City reserves the right to grant or deny permission to use or occupy the Easement Area for any other purpose, including use by Renton or other utility agencies; provided that such use or occupancy shall not unreasonably conflict with the purposes herein granted.

C. RENTON'S USE OF THE EASEMENT AREA

1. Renton shall be responsible for the maintenance of a public roadway and related storm drainage system within the Easement Area, which shall be at no cost or expense to City.

2. The use of the Easement Area by Renton shall in no way interfere with present or future use of said property by City for water supply lines, overhead or underground electrical transmission or distribution facilities, or for other City purposes

D. COMPLIANCE WITH LAWS AND REGULATIONS

1. The use of the Easement Area is subject to all applicable rules, regulations and laws governing the construction, operation and maintenance of such use, including environmental laws.

2. Purpose, terms, conditions, and restrictions herein described shall not be construed to replace or to be used in lieu of any permit or licenses which may be required, granted or supervised by any agency or subdivision of government with jurisdiction over Renton's facilities or the Reserve at Tiffany Park Development.

3. Renton has not relied on the City for assessing site conditions or determining the suitability of the site conditions to accommodate Renton's construction activities within the Easement Area or for the Reserve at Tiffany Park Development.

E. CONSTRUCTION OF ROAD AND DRAINAGE FACILITIES WITHIN THE EASEMENT AREA

1. Renton shall ensure that Henley USA and Henley USA's successors, heirs, and assigns, construct the roadway and storm drain facilities in accordance with plans approved by Seattle Public Utilities, and to the specifications of any agency or subdivision of government, including the City of Renton, having jurisdiction, but in no case to specifications of a lower standard than those of the American Association of Highway and Transportation Officials HS20-44 Standard Truck Loading.

2. For the purpose of controlling access to the City's right of way at the location of the Easement Area, at no expense to the City, Renton shall be responsible to ensure that right of way gates, guardrail, fencing or other traffic control devices are installed and maintained as required and approved by the City. There shall be a right of way gate, movable guardrail, movable fencing, or other traffic control devices installed on the east and west side of the Easement Area at the point of access to the City's right of way patrol road.

3. At the grade transition between the City's right of way patrol road and the finished roadway within the Easement Area, the grade shall be designed to the approval of the City and shall allow for City vehicles and equipment to be moved across the Easement Area using the City's right of way patrol road.

4. If, as a result of any construction activities, any City infrastructure is damaged, or at risk of damage, Renton or its agents or its permittees, including without limitation Henley USA, shall immediately phone Seattle Public Utilities at (206) 386-1800.

5. If, as a result of any construction activities, there has been an injury or death, Renton or its agents or its permittees, including without limitation Henley USA, shall immediately phone Seattle Public Utilities at (206) 386-1800.

6. Before undertaking the construction, or future reconstruction, repairs or maintenance of the roadway and related drainage facilities, or other construction activities, plans and specifications must be submitted to, and approved in writing by Seattle Public Utilities. Such plans shall indicate the permanent grade established and depth of cover over any existing pipelines and other existing utilities, and the drainage pattern.

7. Before initial access to the Easement Area for construction traffic of any kind is made, including but not limited to site construction of the Reserve at Tiffany Park Development, and delivery of materials; plans and specifications must be submitted to, and approved in writing by Seattle Public Utilities. The City may require temporary or permanent pipe protection systems such as bridging, as necessary to protect the essential municipal utility system infrastructure from loading and settlement impacts especially during construction of the Reserve at Tiffany Park Development, which shall be at no cost or expense to the City. Approval for construction access need only be obtained once from the City. That is, Renton, its agents or permittees, including without limitation Henley USA, need not obtain separate approvals for subsequent home construction following the access approval for the initial site construction at the Reserve at Tiffany Park Development.

8. This easement specifically does not allow any City utility infrastructure within the Easement Area to be altered, moved, or adjusted, unless plans and specifications have been submitted to, and approved in writing by Seattle Public Utilities, any other City Department, or other entity already operating infrastructure within the Easement Area. If approved, all alterations, moving or adjusting of infrastructure shall be paid for by Renton or its agents or its permittees, including without limitation Henley USA.

9. The City has the right to stop work or modify any approved plans, if the City determines that work is not being performed as approved, there is a safety issue, or that City facilities or the facilities of others are at risk.

10. At the City's option, throughout the term of this use, the City may require Renton to reimburse the City any taxes, fees or assessments on the improvements installed, operated and maintained in the Easement Area, and on any property interest deemed by the County assessor, or other official of the State of Washington or other entity responsible thereof, created by this easement and shall otherwise fulfill all fiscal obligations required by law. This provision specifically includes Surface Water Management Fees.

11. No City approval contemplated by this Agreement may be taken as an assumption of liability or a representation that any submission is in compliance with any applicable laws, standards, or regulations.

F. UTILITIES IN THE EASEMENT AREA

1. In addition to the Purposes of this Agreement, other public utilities may be allowed in the Easement Area by City permit, subject to plans and specifications being submitted to, and approved in writing by Seattle Public Utilities. Approval shall not be unreasonably withheld. Public utilities are defined as governmental or quasi-governmental entities or legally registered companies providing public utility services. Seattle Public Utilities will charge its then applicable fees for the permit, including administration of the application and writing the permit, plan review, and operational oversight of the proposed installation.

2. Utility agencies must restore the roadway and Easement Area at the time of the utility installation. Restoration shall be only as approved by both the City and Renton, and to the specifications of any agency or subdivision of government having jurisdiction.

G. RELEASE AND INDEMNIFICATION

1. Renton shall defend, indemnify and hold harmless City, City's officials, employees, agents, and representatives from and against any and all claims, liens, demands, actions, costs, losses, expenses, harm, damages, and liability of any kind or character asserted or arising from, on account of, or in connection with: (a) Renton's exercise of its rights and obligations under this Agreement, (b) the acts or omissions of Renton (and Renton's officials, employees, agents, consultants, contractors, representatives, or licensees in or upon the Easement Area), or (c) any damage to or failure of the roadway, storm drain or other Renton improvements resulting in any damage or injury to any person or property, or any interest of any person or entity whatsoever; provided however, nothing herein shall require Renton to so indemnify and hold harmless City to the extent of the negligence or other fault on the part of the City, its officials, employees, agents, consultants, contractors, representatives or licensees.

2. Renton agrees to maintain compliance with any and all environmental laws and not to cause or permit the Easement Area to become contaminated with any hazardous substances in violation of such environmental laws. In the event that any property becomes contaminated as a result of the use of the Easement Area by Renton, its officials, employees, agents, consultants, contractors, representatives, licensees, invitees or visitors, Renton agrees to clean up and remediate damage to such property and to bring it into compliance with the environmental laws. Renton agrees to indemnify, release and hold harmless the City from any environmental liability which may arise out of, result from, or be related to the past, present, or future contamination of the Easement Area by Renton, its officials, employees, agents, consultants, contractors, representatives, licensees, invitees or visitors. For purposes of this paragraph, "environmental laws" shall mean any local, state or federal law, regulation, ordinance, order or other source of law, now or hereafter in effect relating to the protection of human health or the environment including, but not limited to: the Federal Clean Air Act; the Federal Water Pollution Control Act; the Federal Safe Drinking Water Act; the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Federal Occupational Safety and Health Act; the Federal Emergency Planning and Right-to-Know Act of 1986; the Federal Hazardous Materials Transportation Control Act of 1980; the

Federal Water Act of 1977; the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Waste Management Recovery and Recycling Act; the Washington Hazardous Waste Management Act; the Washington Hazardous Waste Fees Act; Washington Model Toxics Control Act; the Washington Nuclear Energy and Radiation Act; the Washington Radioactive Waste Storage and Transportation Act; the Washington Underground Petroleum Storage Tanks Act; and any regulations promulgated thereunder from time to time.

3. Any and all damage or injury done to the Easement Area, City municipal utility facilities, or existing facilities of others, resulting from construction in, and the use of, the Easement Area by Renton or its agents or its permittees, including without limitation Henley USA, for the Purposes described in this Easement, must be repaired to the City's and/or other facility owner's satisfaction within thirty (30) days of the occurrence of such damage or of notification to Renton by the City or other facility owner of the existence of such damage, at the sole cost and expense of Renton or its agents or its permittees, including without limitation Henley USA. Renton agrees to require an insurance policy of any of its permittees, including without limitation Henley USA, in an amount adequate to cover any and all damages to the Easement Area during the construction phase, not less than $5 million.

4. If Renton, or its agents or its permittees, including without limitation Henley USA, has not corrected, or made an acceptable agreement with City to correct any condition caused by Renton, or any responsible agents or permittees, that the City determines as unacceptable within thirty (30) days of notification by City, City may perform such work, and all reasonable costs incurred shall be paid by Renton, or any responsible agents or permittees, within 30 days of receipt of an invoice for the work. City may act immediately for conditions which pose a threat to public health, safety or the environment. Any late payments will be charged 1% per month interest.

H. GOVERNING LAW

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

I. SEVERABILITY

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

2. This Agreement, and each of the terms, provisions, conditions and covenants herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

J. CONTACTS

CITY OF SEATTLE – SEATTLE PUBLIC UTILITIES:	(206) 386-1800
CITY OF RENTON – DEPARTMENT OF TRANSPORTATION	(425) 430-7311

In the event Renton, or such other municipal corporation as may have become its successor with respect to the subject property, ceases to use the Easement Area for the roadway and storm drainage purposes, the easement granted herein shall forthwith terminate.

This Agreement is hereby granted pursuant to City of Seattle Ordinance:_____

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

THE CITY OF SEATTLE

_____
Ray Hoffman, Director
Seattle Public Utilities

_____
Date

THE CITY OF RENTON

_____
Gregg Zimmerman
The City of Renton

_____
Date

Pursuant to Ordinance _____

City of Seattle, Seattle Public Utilities Acknowledgment

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

WITNESS my hand and official seal this _____day of _____, 2015.

_____
Notary Public in and for the State of

_____

residing at _____

_____

My appointment expires _____

City of Renton Acknowledgement

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that (s)he is authorized to execute the instrument and acknowledged it as the _____ of the City of Renton to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal this _____day of _____, 2015.

_____
Notary Public in and for the State of

_____

residing at _____

_____

My appointment expires _____

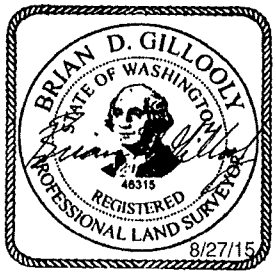
EXHIBIT "A"
PAGE 1 OF 2

LEGAL DESCRIPTION
EASEMENT FOR AN INGRESS AND EGRESS
PUBLIC ROADWAY AND RELATED DRAINAGE

A strip of land 53.00 feet in width over, under and across that portion of the Cedar River Pipeline Right-of-Way, being in the Southwest quarter of the Southeast quarter of Section 21, Township 23 North, Range 5 East, Willamette meridian, having 26.50 feet of such width lying on each side of the following described centerline:

COMMENCING at the Southeast corner of Lot 8 of the Plat of Tiffany Park Division 3, recorded in Volume 109 Page 16, being in the North margin of said pipeline Right-of-Way;
THENCE South 78°57'46" East, 29.02 feet along the Northerly margin of the Cedar River Pipeline Right-Of-Way to the TRUE POINT OF BEGINNING of herein described centerline;
THENCE South 11°02'14" West, 100.00 feet to the Southerly margin of the Cedar River Pipeline Right-Of-Way and the terminus.

The sidelines of said strip shall be shortened or lengthened as necessary to intersect with the margins of said pipeline.



Project: Reserve at Tiffany Park
Job No. 16055
July 2, 2014
Revised: August 27, 2015

BDG/stm
16055L.001.doc
16512EXH02.dwg

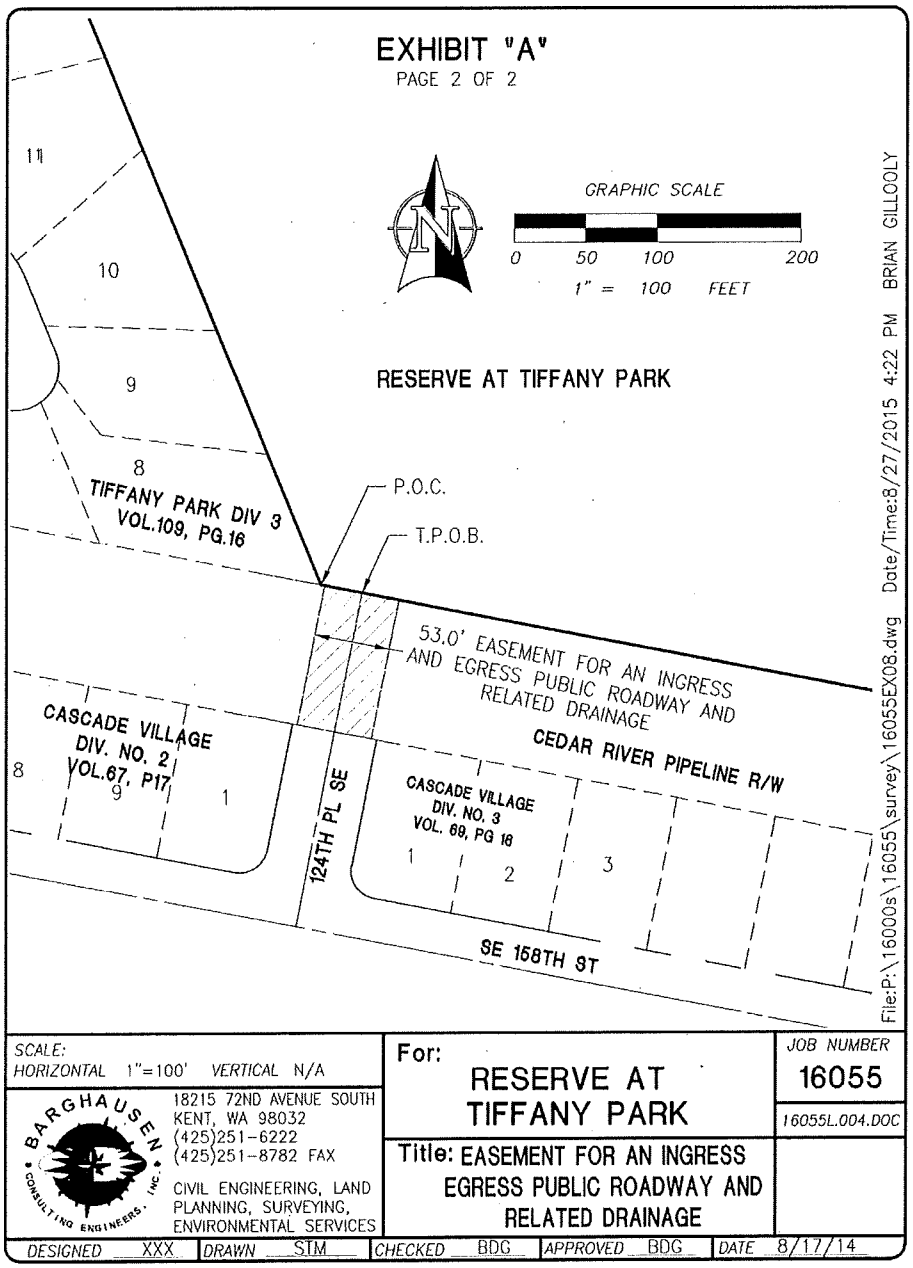


EXHIBIT "A"
PAGE 2 OF 2
GRAPHIC SCALE
0 50 100 200
1" = 100 FEET
RESERVE AT TIFFANY PARK
11
10
9
8
TIFFANY PARK DIV 3
VOL.109, PG.16
P.O.C.
T.P.O.B.
53.0' EASEMENT FOR AN INGRESS AND EGRESS PUBLIC ROADWAY AND RELATED DRAINAGE
CEDAR RIVER PIPELINE R/W
CASCADE VILLAGE
DIV. NO. 2
VOL.67, P17
8
9
1
124TH PL SE
CASCADE VILLAGE
DIV. NO. 3
VOL. 69, PG 16
1
2
3
SE 158TH ST
File:P:\16000s\16055\survey\16055EX08.dwg Date/Time:8/27/2015 4:22 PM BRIAN GILLOOLY
SCALE:
HORIZONTAL 1"=100' VERTICAL N/A
For:
RESERVE AT TIFFANY PARK
JOB NUMBER
16055
16055L.004.DOC
BARGHAUSEN CONSULTING ENGINEERS, INC.
18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX
CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES
Title: EASEMENT FOR AN INGRESS EGRESS PUBLIC ROADWAY AND RELATED DRAINAGE
DESIGNED XXX
DRAWN STM
CHECKED BDG
APPROVED BDG
DATE 8/17/14

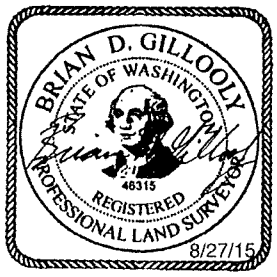
EXHIBIT "B"
PAGE 1 OF 2

LEGAL DESCRIPTION
105' SLOPE EASEMENT

A strip of land 105.00 feet in width over, under and across that portion of the Cedar River Pipeline Right-of-Way, being in the Southwest quarter of the Southeast quarter of Section 21, Township 23 North, Range 5 East, Willamette meridian, having 52.5 feet of such width lying on each side of the following described centerline:

COMMENCING at the Southeast corner of Lot 8 of the Plat of Tiffany Park Division 3, recorded in Volume 109 Page 16, being in the North margin of said pipeline Right-of-Way;
THENCE South 78°57'46" East, 16.52 feet along the Northerly margin of the Cedar River Pipeline Right-Of-Way to the TRUE POINT OF BEGINNING of herein described centerline;
THENCE South 11°02'14" West, 100.00 feet to the Southerly margin of the Cedar River Pipeline Right-Of-Way and the terminus.

The sidelines of said strip shall be shortened or lengthened as necessary to intersect with the margins of said pipeline.



Project: Reserve at Tiffany Park
Job No. 16055
July 2, 2014
Revised August 27, 2015

BDG/stm
16055L.004.doc
16512EXH05.dwg

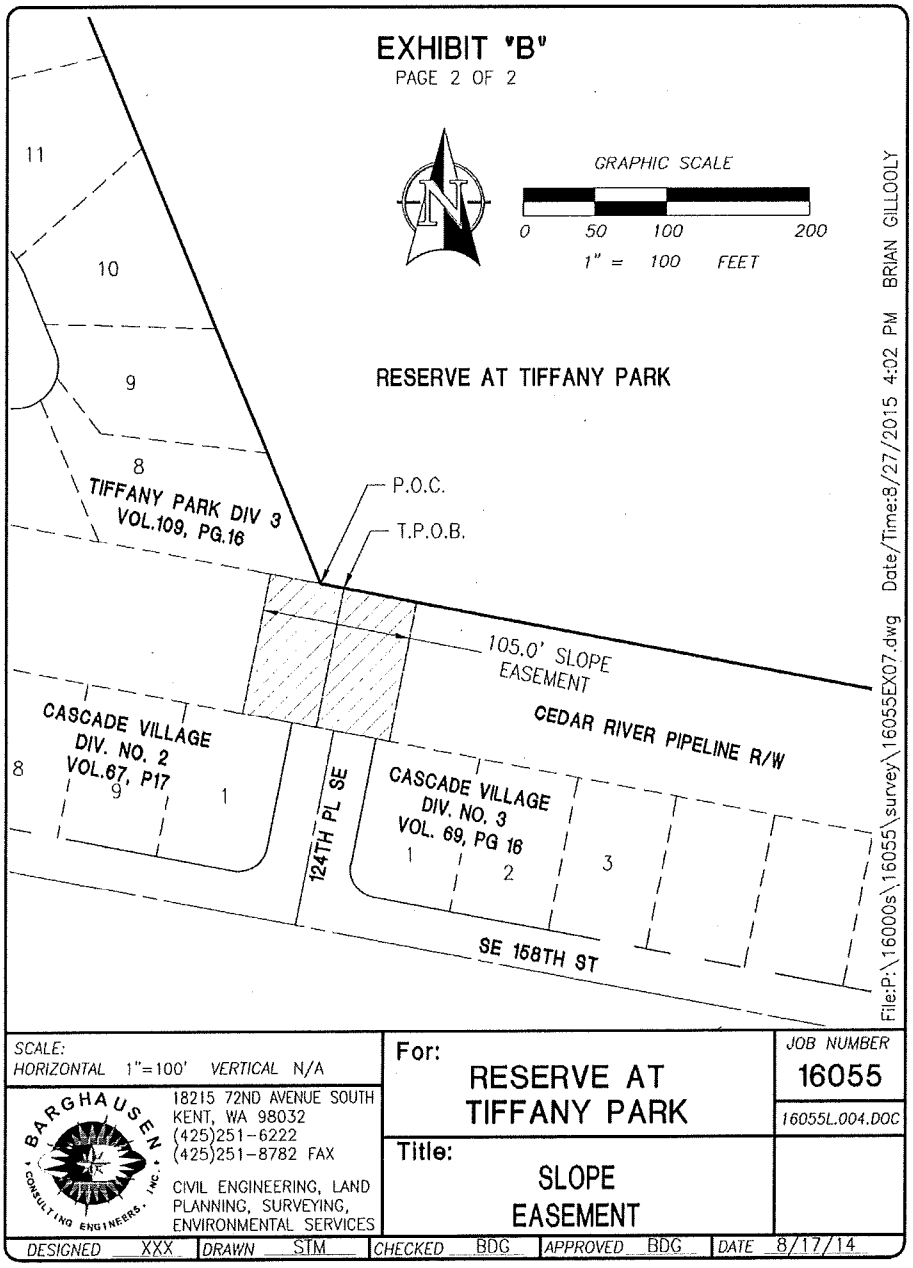


EXHIBIT "B"
PAGE 2 OF 2
GRAPHIC SCALE
0 50 100 200
1" = 100 FEET
RESERVE AT TIFFANY PARK
11
10
9
8
TIFFANY PARK DIV 3
VOL.109, PG.16
P.O.C.
T.P.O.B.
105.0' SLOPE
EASEMENT
CEDAR RIVER PIPELINE R/W
CASCADE VILLAGE
DIV. NO. 2
VOL.67, P17
8
9
1
124TH PL SE
CASCADE VILLAGE
DIV. NO. 3
VOL. 69, PG 16
1
2
3
SE 158TH ST
File:P:\16000s\16055\survey\16055EX07.dwg Date/Time:8/27/2015 4:02 PM BRIAN GILLOOLY
SCALE:
HORIZONTAL 1"=100' VERTICAL N/A
For:
RESERVE AT
TIFFANY PARK
JOB NUMBER
16055
16055L.004.DOC
Title:
SLOPE
EASEMENT
BARGHAUSEN
CONSULTING ENGINEERS, INC.
18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX
CIVIL ENGINEERING, LAND
PLANNING, SURVEYING,
ENVIRONMENTAL SERVICES
DESIGNED XXX
DRAWN STM
CHECKED BDG
APPROVED BDG
DATE 8/17/14

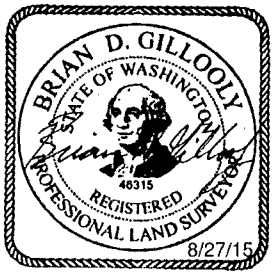
EXHIBIT "C"
PAGE 1 OF 2

LEGAL DESCRIPTION
120' TEMPORARY CONSTRUCTION EASEMENT

A strip of land 120.00 feet in width over, under and across that portion of the Cedar River Pipeline Right-of-Way, being in the Southwest quarter of the Southeast quarter of Section 21, Township 23 North, Range 5 East, Willamette meridian, having 60 feet of such width lying on each side of the following described centerline:

COMMENCING at the Southeast corner of Lot 8 of the Plat of Tiffany Park Division 3, recorded in Volume 109 Page 16, being in the North margin of said pipeline Right-of-Way;
THENCE South 78°57'46" East, 15.52 feet along the Northerly margin of the Cedar River Pipeline Right-Of-Way to the TRUE POINT OF BEGINNING of herein described centerline;
THENCE South 11°02'14" West, 100.00 feet to the Southerly margin of the Cedar River Pipeline Right-Of-Way and the terminus.

The sidelines of said strip shall be shortened or lengthened as necessary to intersect with the margins of said pipeline.



Project: Reserve at Tiffany Park
Job No. 16055
July 2, 2014
Revised August 27, 2015

BDG/stm
16055L.004.doc
16512EXH05.dwg

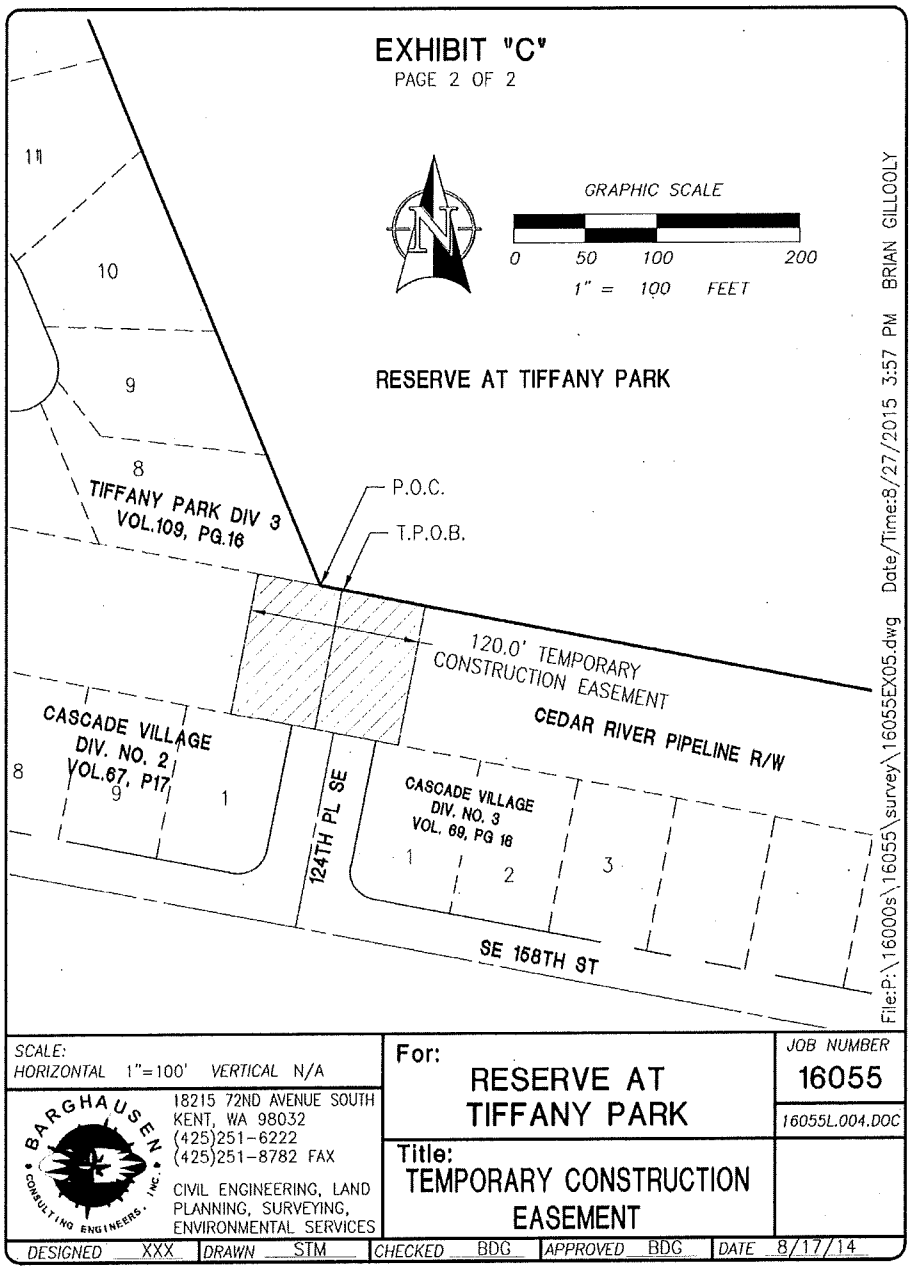


EXHIBIT "C"
PAGE 2 OF 2
GRAPHIC SCALE
0 50 100 200
1" = 100 FEET
RESERVE AT TIFFANY PARK
11
10
9
8
TIFFANY PARK DIV 3
VOL.109, PG.16
P.O.C.
T.P.O.B.
120.0' TEMPORARY
CONSTRUCTION EASEMENT
CEDAR RIVER PIPELINE R/W
CASCADE VILLAGE
DIV. NO. 2
VOL.67, P17
8
9
1
124TH PL SE
CASCADE VILLAGE
DIV. NO. 3
VOL. 69, PG 16
1
2
3
SE 158TH ST
File:P:\16000s\16055\survey\16055EX05.dwg Date/Time:8/27/2015 3:57 PM BRIAN GILLOOLY
SCALE:
HORIZONTAL 1"=100' VERTICAL N/A
For:
RESERVE AT
TIFFANY PARK
JOB NUMBER
16055
16055L.004.DOC
Title:
TEMPORARY CONSTRUCTION
EASEMENT
BARGHAUSEN
CONSULTING ENGINEERS, INC.
18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX
CIVIL ENGINEERING, LAND
PLANNING, SURVEYING,
ENVIRONMENTAL SERVICES
DESIGNED XXX
DRAWN STM
CHECKED BDG
APPROVED BDG
DATE 8/17/14

STATE OF WASHINGTON -- KING COUNTY

--ss.

331616

No. 124938,939,940,941,942

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

12/18/15

The amount of the fee charged for the foregoing publication is the sum of $93.00 which amount has been paid in full.

JENNIFER A. BARNES
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
10-24-19

Subscribed and sworn to before me on

12/18/2015

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 November 30, 2015, 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. Document Type

Ordinance 124938 AN ORDINANCE relating to the Seattle Public Utilities; declaring certain real property rights as being surplus to the City's municipal utility needs; granting non-exclusive easements to The City of Renton for an ingress and egress roadway, including related slope and drainage utility purposes, and a temporary construction easement, upon, under, and across a portion of the City's Cedar River Pipeline right-of-way, located in the southwest quarter of the southeast quarter of Section 21, Township 23 North, Range 5 East, W.M., King County, Washington; and ratifying and confirming certain prior acts.

Ordinance 124939

AN ORDINANCE granting Swedish Health Services d.b.a. Swedish Medical Center/Ballard permission to maintain and operate a pedestrian skybridge and private utilities over and across Tallman Avenue Northwest, north of Northwest Central Avenue, for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; providing for the acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

Ordinance 124940

AN ORDINANCE vacating the northern 273 feet of the alley in Block 93, D.T. Denny's First Addition to North Seattle in the block bounded by Mercer Street, Westlake Avenue North, Republican Street, and 9th Avenue North in the South Lake Union neighborhood of Seattle, on the petition of City Place VI, LLC (Clerk File 312425).

Ordinance 124941

AN ORDINANCE vacating a subterranean portion of the west side of 5th Avenue between Columbia Street and Marion Street, on the petition of Fifth & Columbia Investors, LLC (Clerk File 309447).

Ordinance 124942

AN ORDINANCE accepting the gift of an automated bicycle counter display and funding for installation of the display; and ratifying and confirming certain prior acts.

Date of publication in the Seattle Daily Journal of Commerce, December 18, 2015.

12/18(331616)