

ORDINANCE No. 111707

COUNCIL BILL No. 104271

Law Department
[Signature]

The City of Seattle--Legislative

AN ORDINANCE accepting an Easement Agreement and two easements over portions of 9th Avenue & University Street as vacated by Ordinance 110154 and Block 105, A.A.Denny's Broadway Addition for Pedestrian Walkway purposes and authorizing the Mayor to execute the agreement.

REPORT OF COMMITTEE

5/23/84 Pass (3-0)

Honorable President:

Your Committee on

TRANSPORTATION

to which was referred the within Council Bill No. 104271 report that we have considered the same and respectfully recom

COMPROLLER FILE No. *Easement Reg.* ~~18985~~ ~~18986~~ ~~18987~~

Introduced: MAY 14 1984	By: EXECUTIVE REQUEST
Referred: MAY 14 1984	To: <i>transp</i>
Referred:	To:
Referred:	To:
Reported: MAY 29 1984	Second Reading: MAY 29 1984
Third Reading: MAY 29 1984	Signed: MAY 29 1984
Presented to Mayor:	Approved:
Returned to City Clerk:	Published:
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

REC'D OMB MAY 30 1984

do pass

[Signature]
Committee Chair

Law Department
W

The City of Seattle--Legislative Department

Date Reported
and Adopted

REPORT OF COMMITTEE

Honorable President:

Your Committee on TRANSPORTATION

to which was referred the within Council Bill No. 104271
report that we have considered the same and respectfully recommend that the same:

do pass.

Janette Williams

Committee Chair

18985
18986
18987
REQUEST
SP
MAY 29 1984
MAY 29 1984
REC'D OMB MAY 30 1984

ORDINANCE 111707

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3 AN ORDINANCE accepting an Easement Agreement and two easements over
4 portions of 9th Avenue and University Street as vacated by
5 Ordinance 110154 and Block 105, A. A. Denny's Broadway Addition
6 for Pedestrian Walkway purposes and authorizing the Mayor to
7 execute the agreement.

8 BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

9 Section 1. That the Easement Agreement substantially in the form
10 of Exhibit "A" attached hereto and executed by Virginia Mason Hospital
11 on November 2, 1983, granting to the City of Seattle an easement for a
12 pedestrian walkway over, through, across and upon the following des-
13 cribed real property situated in Seattle, King County, Washington.

14 Portion of Lot 2, Block 105, A. A. Denny's Broadway
15 Addition, described as follows: beginning at the most
16 northerly corner of said Lot 2; thence southeasterly along
17 the northeasterly line of said lot a distance of 45.00
18 feet; thence southwest along a line 45.00 feet south-
19 easterly of and parallel with the northwesterly line of
20 said Lot 2 a distance of 40.00 feet; thence northwesterly
21 along a line 40 feet southwesterly of and parallel with
22 the northeasterly line of said Lot 2 a distance of 25.00
23 feet; thence southwesterly along a line 20.00 feet south-
24 easterly of and parallel with the northwesterly line of
25 said Lot 2 a distance of 40.00 feet; thence northwesterly
26 along a line 80.00 feet southwesterly of and parallel with
27 the northeasterly line of said Lot 2 to the northwesterly
28 line thereof; thence northeasterly along the northwesterly
line of said Lot 2 to the beginning; and

TOGETHER with the right to construct and maintain upon the
abutting portion of Lot 2, Block 105, A. A. Denny's Broad-
way Addition, cut slopes and fill slopes of two feet hori-
zontally for each foot of elevation of cut or fill for the
purpose of providing and maintaining lateral support for
the walkway, said slopes to be established over and across
the land described above when improved in conformity with
the reasonable grading required for the walkway; provided
that only such slope rights as are necessary for the con-
struction, reconstruction, alteration, operation, mainte-
nance and repair of the walkway are hereby granted.
(K.C. Recording No. 8401170718; R/W 8016)

1 be and the same is hereby accepted for pedestrian walkway purposes; and
2 the Mayor and the City Comptroller are authorized to execute the Easement
3 Agreement on behalf of The City of Seattle.

4 Section 2. That the easements executed by the Grantors upon the
5 dates as hereinafter set forth each granting to The City of Seattle a
6 right of way or easement for a pedestrian walkway over, through, across
7 and upon the real property described after each Grantor's name, all
8 situated in Seattle, King County, Washington:

9 Virginia Mason Hospital, October 13, 1983:

10 Portion of 9th Avenue and University Street as vacated
11 by Ordinance 110154, described as; beginning at the
12 intersection of the southeasterly margin of said
13 University Street and the boundary between Lots 1 and
14 2, Block 105, A. A. Denny's Broadway Addition, as
15 recorded in Volume 6 of Plats, Page 40, Records of
16 King County, Washington; thence north 59°22'25" west
17 along the southeasterly margin of said street and its
18 production a distance of 135.97 feet to a point on a
19 curve; thence northwesterly, northerly and northeasterly
20 along a curve to the right having a radius of 92.02 feet,
21 the center of which bears south 49°08'23" east, to the
22 intersection of said curve with the production north-
23 easterly of the center line of University Street as
24 established by said plat; thence southwesterly along
25 said center line to its intersection with the produc-
26 tion northwesterly of the said boundary between Lots 1
27 and 2, Block 105; thence southeasterly along said pro-
28 duction a distance of 33 feet to the point of beginning;
(K.C. Recording No. 8110220696; R/W 8016)

R. C. Hedreen Company and Horizon House, Inc., October 12, 1981:

19 A portion of University Street and of 9th Avenue as vacated
20 by Ordinance 110154, described as follows: beginning at
21 the most northerly corner of Lot 1, Block 105, a. A.
22 Denny's Broadway Addition, as recorded in Volume 6 of
23 Plats, Page 40, Records of King County, Washington; thence
24 southwesterly along the northwesterly line of said Block
25 105 a distance of 90.45 feet to a point on a curve; thence
26 northerly along a curve to the right having a radius of
27 973 feet, the center of which bears south 86°43'06" east,
28 to its intersection with the center line of University
Street as established in said plat; thence northeasterly
along said center line to its intersection with the produc-
tion southeasterly of the northeasterly line of Lot 12,
Block 106, said addition; thence northwesterly along said
produced line a distance of 33 feet to its intersection
with the southeasterly line of Block 106, said addition;
thence northeasterly along a line 33 feet northwesterly
of and parallel with the center line of University Street
to the most southerly corner of Block 109 said addition;

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thence southeasterly along the southwesterly line of said Block 109 a distance of 7.80 feet to a point on a curve; thence southwesterly and southerly along a curve to the left having a radius of 92.02 feet, the center of which bears south 49°08'23" east, to its intersection with the center line of University Street; thence southwesterly along the center line of University Street to its intersection with the production northwesterly of the northeasterly line of said Lot 1, Block 105; thence southeasterly along the last described produced line, the point of beginning of this description;
AND

All that portion of Lot 1, Block 105, A. A. Denny's Broadway Addition, as recorded in Volume 6 of Plats, Page 40, Records of King County, Washington, lying northeasterly of the northeasterly margin of the unnamed street established by Ordinance 104768. (K.C. Recording No. 8110220695; R/W 8016)

be and the same are hereby accepted for pedestrian walkway purposes.

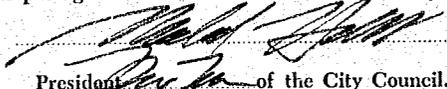
Section 3. That the pedestrian walkways as described in Section 1 and Section 2 herein be and the same are hereby placed under the jurisdiction of the Parks Department.

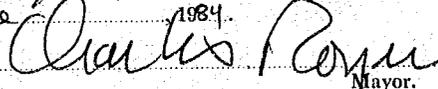
Section 4. Any acts made consistent with the authority and prior to the effective date of this ordinance are hereby ratified and confirmed.

(To be used for all Ordinances except Emergency.)

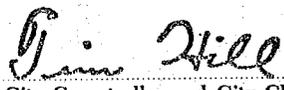
Section 5..... This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 29th day of May, 1984,
and signed by me in open session in authentication of its passage this 29th day of
May, 1984.


President of the City Council.

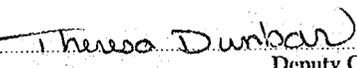
Approved by me this 4th day of June, 1984.

Mayor.

Filed by me this 4th day of June, 1984.

Attest: 
City Comptroller and City Clerk.

(SEAL)

Published.....

By 
Deputy Clerk.

JBB:rbw;pl
1/3/83

EASEMENT AGREEMENT

THIS INDENTURE made this ____ day of _____,
19__ by and between VIRGINIA MASON HOSPITAL, a
Washington corporation, Grantor, and THE CITY OF
SEATTLE, a municipal corporation of the State of
Washington, Grantee,

WITNESSETH: That Grantor, for and in consideration
of the sum of ONE AND NO/100 (\$1.00) DOLLARS, to it in
hand paid by Grantee, and other valuable considerations,
the receipt whereof is hereby acknowledged, does by
these presents grant, bargain, sell, convey, and confirm
unto Grantee a right of way or easement for a pedestrian
walkway with the necessary appurtenances, over, through,
across and upon the following described property situate
in King County, Washington:

Portion of Lot 2, Block 105, A. A.
Denny's Broadway Addition, described
as follows: beginning at the most
northerly corner of said Lot 2; thence
southeasterly along the northeasterly
line of said lot a distance of 45.00
feet; thence southwest along a line
45.00 feet southeasterly of and
parallel with the northwesterly line
of said Lot 2 a distance of 40.00
feet; thence northwesterly along a
line 40 feet southwesterly of and
parallel with the northeasterly line
of said Lot 2 a distance of 25.00
feet; thence southwesterly along a
line 20.00 feet southeasterly of and
parallel with the northwesterly line
of said Lot 2 a distance of 40.00 feet;
thence northwesterly along a line
80.00 feet southwesterly of and
parallel with the northeasterly line
of said Lot 2 to the northwesterly
line thereof; thence northeasterly
along the northwesterly line of said
Lot 2 to the beginning; and

TOGETHER with the right to construct
and maintain upon the abutting portion
of Lot 2, Block 105, A. A. Denny's
Broadway Addition, cut slopes and fill
slopes of two feet horizontally for
each foot of elevation of cut or fill
for the purpose of providing and main-
taining lateral support for the walk-

way, said slopes to be established over and across the land described above when improved in conformity with the reasonable grading required for the walkway; provided that only such slope rights as are necessary for the construction, reconstruction, alteration, operation, maintenance and repair of the walkway are hereby granted.

This easement is made subject to and upon the following conditions:

1. The Grantor reserves for itself, its successors and assigns all rights to use the above-described property in any way and for any purpose not inconsistent with the rights herein granted. The rights so reserved include but are not limited to:
 - a. The right to construct, maintain, reconstruct and replace subsurface improvements in the easement area, provided that, to protect the structural integrity of the walkway structure, the Grantors will submit their construction plans to the Department of Parks and Recreation for review and approval prior to construction, which approval will not be unreasonably withheld or delayed; provided further, no other permanent structure shall be constructed or permitted to remain within the boundaries of the easement.
 - b. The right of entry upon the easement area as necessary for the purpose of construction, provided, that the public improvements existing in the easement 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 area was entered upon by the Grantor; provided further, that Grantor will not physically obstruct or interfere with the public's

use of the easement, except for such limited and temporary obstruction or interference as is necessary to accommodate Grantor's construction, which may include the right to interfere temporarily with the wheelchair portion of the walkway structure.

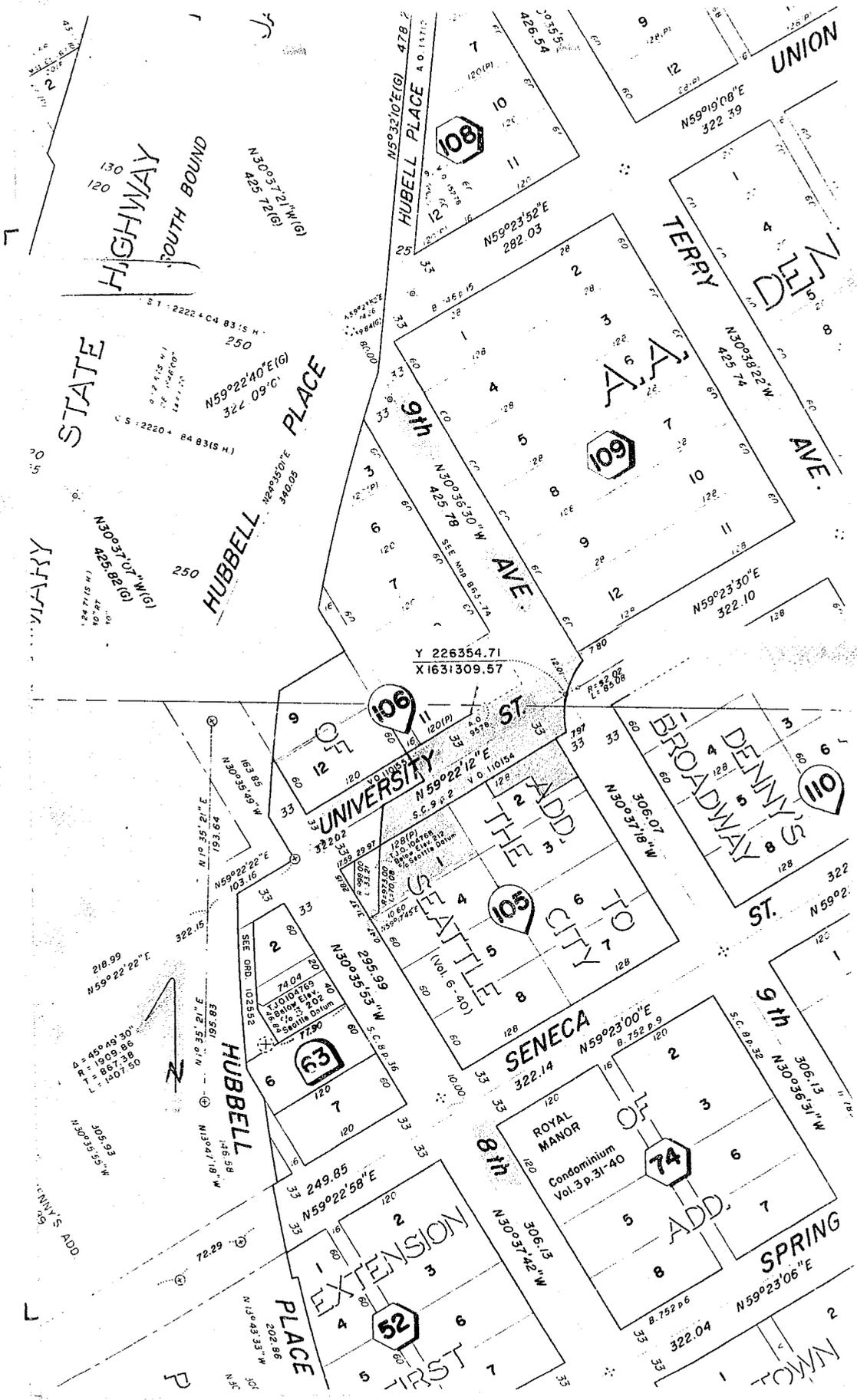
- c. The right to remove the cut slopes or fill slopes at any time upon provision and maintenance of other adequate lateral support.
2. Grantor and City agree that for purpose of City of Seattle land use and zoning regulations, and any other comparable or similar laws presently in effect or hereafter enacted, Grantor retains, to the extent legally possible, such development rights in Lot 2, Block 105, A.A. Denny's Broadway Addition as it would have had if it had not granted an easement over a portion of said lot, such right including but not limited to inclusion of the easement area in said lot for purposes of computing lot area coverage, maximum permissible height of structures, and any required setbacks.
3. All construction, maintenance and operation of the pedestrian walkway and related improvements shall be done at no expense to the Grantor. Landscaping within the easement area shall be maintained by the City or its designee according to Department of Park and Recreation Standards and at no expense to Grantor.
4. The City shall indemnify and hold Grantor harmless from any and all claims, losses, liabilities, liens, costs or expense resulting from or arising out of a) the public use of the easement hereby granted, and/or b) the maintenance or repair of the pedestrian walkway by the City, its agents, employees or contractors, but the City shall not be responsible to Grantor for any damages or costs caused

by any negligent acts or omissions of Grantor. If any claim covered by this paragraph is asserted against Grantor, the City upon notice thereof from the Grantor shall defend the same at its sole cost and expense, and shall pay any final judgment rendered on such claim.

5. Any contractor and/or permittee constructing the pedestrian walkway and related improvements shall obtain public liability and property damage insurance coverage in an amount of not less than \$1,000,000 per occurrence. The insurance policies obtained shall name the Grantor as an additional insured.
6. In the event that the easement area shall at any time cease to be used for pedestrian walkway purposes, the easement herein granted shall also cease and terminate without notice or other proceedings on the part of the Grantor, and thereafter Grantor may, at its option, remove any improvements in the easement area.
7. The rights and obligations of the parties shall be made to the benefit of and be binding upon their respective successors and assigns. The benefits and burdens of this easement shall to the extent legally possible run with the land.

THE CITY OF SEATTLE
BY ITS MAYOR _____
ATTEST _____
CITY COMPTROLLER

VIRGINIA MASON HOSPITAL
BY Daniel R. Olson *Administ*
tr
BY Fred E. Cleveland
Fred E. Cleveland, M.D.
President



STATE HIGHWAY

HIGHWAY SOUTH BOUND

HUBBELL PLACE

HUBBELL PLACE

UNIVERSITY ST

SENECA

TERRY

DENNY'S

9th

SPRING

EXTENSION PLACE

1ST

TOWN

Y 226354.71
X 1631309.57

106

105

63

100

74

52

ROYAL MANOR
Condominium
Vol. 3, P. 31-AO

SACVILLE



REC'D OMB MAY 0 3 1984



Seattle
Engineering Department

Eugene V. Avery, Director of Engineering
Charles Royer, Mayor

826417

April 26, 1984

Honorable Charles Royer
Mayor of The City of Seattle
1200 Municipal Building
Seattle, Washington 98104

Attention: Mr. Gary Zarker, Director
Office of Management & Budget

RE: Horizon House Planned Unit Development
R/W 8016

Dear Mayor Royer:

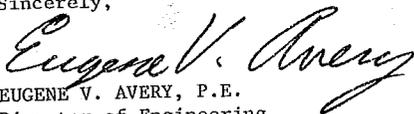
We transmit for City Council approval a Council Bill accepting an Easement Agreement and two easements for a pedestrian access corridor.

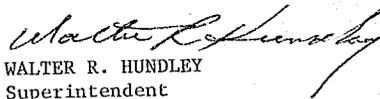
In connection with the vacation of 9th Avenue and certain other rights of way, it was a condition to convey easements for pedestrian purposes. Such easements have been delivered to the City and are now ready for acceptance for the purposes stated therein. Pursuant to the vacation approval the walkway is to be under the jurisdiction of the Department of Parks and Recreation.

The easements over portions of vacated 9th Avenue, University Street and a portion of Block 105, A. A. Denny's Addition were acquired at no cost to the City, and provide a pedestrian corridor from 9th Avenue and University Street with the East Plaza of Freeway Park and garage as shown in blue on the attached sketch.

The Director of Engineering and the Superintendent of Parks and Recreation recommend approval of this Council Bill.

Sincerely,


EUGENE V. AVERY, P.E.
Director of Engineering


WALTER R. HUNDLEY
Superintendent
Parks and Recreation

EVA:DKS:MJ

CC: Donald M. Harris, Parks Dept.

City of Seattle

Executive Department-Office of Management and Budget

Gary Zarker, Director
Charles Royer, Mayor



May 4, 1984

Cravall / JBS

6264

The Honorable Douglas Jewett
City Attorney
City of Seattle

Dear Mr. Jewett:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING DEPARTMENT: Engineering

SUBJECT: An ordinance accepting an Easement Agreement and two easements over portions of 9th Avenue and University Street as vacated by Ordinance 110154 and Block 105, A.A. Denny's Broadway Addition for pedestrian walkway purposes and authorizing the Mayor to execute the agreement.

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation directly to your office for review and drafting.

After reviewing this request and drafting appropriate legislation:

- (X) File the legislation with the City Clerk for formal introduction to the City Council as an Executive Request.
- () Do not file with City Council but return the proposed legislation to OMB for our review. Return to _____.

Sincerely,

Charles Royer
Mayor

By

Gary Zarker
for

GARY ZARKER
Budget Director

GZ/eh/bba

Enclosure

cc: Director, SED

COPY OF CERT FILED

MAY 7 1984

Douglas H. Jewett
CITY ATTORNEY