SEATTLE CITY COUNCIL

Legislative Summary

CB 118359

Record No.: CB 118359 **Type:** Ordinance (Ord) 124754 **Status:** Attested by City Clerk

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

File Created: 02/24/2015

Final Action: 04/17/2015

Title: AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property rights as being surplus to the City's municipal utility needs; granting an easement to Burlington Northern Railway Company, for limited purposes, over and across the City's Cedar River Pipeline #4 right of way (a.k.a. Bow Lake Pipeline), King County Assessor Parcel number 0005800017.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Bagshaw

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	03/17/2015	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	03/17/2015	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	03/19/2015	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	Full Council	03/30/2015	referred	Seattle Public Utilities and Neighborhoods Committee	
	Action Text:	The Council Bill (CB) was referred. to the Seattle Public Utilities and Neighborhoods Committee			
	Notes:				
1	Seattle Public Utilities and Neighborhoods Committee	04/03/2015	pass		Pass
	Action Text:	The Committee recommends that Full Council pass the Council Bill (CB). In Favor: 1 Chair Bagshaw Opposed: 0			
1	Full Council	04/13/2015	passed		Pass
	Action Text:	The Council Bill (CB) was passed by the following vote and the President signed the Bill: In Favor: 7 Councilmember Bagshaw, Council President Burgess, Councilmember Godden, Councilmember Harrell, Councilmember O'Brien, Councilmember Rasmussen, Councilmember Sawant Opposed: 0			
1	City Clerk	04/14/2015	submitted for Mayor's signature	Mayor	
	Action Text:	The Council Bill (CB) was submitted for Mayor's signature. to the Mayor			
	Notes:				
1	Mayor	04/17/2015	Signed		
	Action Text:	The Council Bill (CB) was Signed.			
	Notes:				
1	Mayor	04/17/2015	returned to Clerk	City Clerk	
	Action Text:	The Council Bill (CB) was returned to Clerk. to the City Clerk			
	Notes:				
1	City Clerk	04/17/2015	attested by City Clerk		
	Action Text:	The Ordinance (Ord) was attested by City Clerk.			
	Notes:				

CITY OF SEATTLE

ORDINANCE 124754

COUNCIL BILL 118359

AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property rights as being surplus to the City's municipal utility needs; granting an easement to Burlington Northern Railway Company, for limited purposes, over and across the City's Cedar River Pipeline #4 right of way (a.k.a. Bow Lake Pipeline), King County Assessor Parcel number 0005800017.

WHEREAS, The City of Seattle (City) owns and operates a water transmission pipeline which passes through the cities of Renton and Tukwila, Washington in an east-west direction along an alignment approximately with S.W. 23rd St. in Renton, and S. 160th St. in Tukwila; and

WHEREAS, BNSF Railway Company (BNSF) owns and operates a certain right of way that runs north-south along the border between the cities of Renton and Tukwila (the Existing BNSF ROW); and

WHEREAS, by permit agreement with BNSF, the City's water transmission pipeline crosses under the Existing BNSF ROW; and

WHEREAS, BNSF needs to add a new Main Line Track 3 (the New Track) to the Existing BNSF ROW which will require an additional 50 feet of right of way to the east of the Existing BNSF ROW over and across City's Cedar River Pipeline #4 right-of-way (the Easement Area); and

WHEREAS, the New Track is needed because Sound Transit's Commuter Rail Station is located just north of the easement location, and the addition of the New Track will enhance commuter rail services between Seattle and the Tukwila Station; and

WHEREAS, BNSF's construction of the New Track will require additional fill to be placed over the City's water transmission pipeline within the Easement Area, which has the potential to increase the possibility of damage to the water transmission pipeline; and

WHEREAS, in exchange for the City's grant of easement rights in and to the Easement Area and in order to minimize the potential for damage to the water transmission pipeline, BNSF has agreed to build a pipeline protection system, at no cost to the City, on the terms described in the Easement and Agreement attached to this ordinance as Attachment 1; 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 in this ordinance, are declared to be no longer required for providing public utility service and to be surplus to the City's municipal utility needs.

Section 2. In exchange for the BNSF Railway Company (BNSF) building a pipeline protection system, at no cost to The City of Seattle (City), the Director of Seattle Public Utilities or the Director's designee is authorized to execute, for and on behalf of the City, an easement agreement with BNSF, substantially in the form of the Easement and Agreement attached as Attachment 1, granting a non-exclusive easement, subject to the terms and conditions contained in said Easement and Agreement, over and across the City's Cedar River Pipeline #4 right of

way (a.k.a. Bow Lake Pipeline), King County Assessor Parcel number 0005800017, legally described as follows:

That portion of the Northwest Quarter of Section 25, Township 23 North, Range 4 East, W.M., in the County of King, State of Washington, and of the Henry A. Meador Donation Land Claim No. 46, in said Section, being a portion of King County Tax Account No. 000580-0017-09, Also being known as the Bow Lake Pipeline Right of Way as recorded under Auditors File No. 4131067, described as follows:

Beginning at the intersection of the north line of Bow Lake Pipe Line Right of Way and the easterly margin of the Burlington Northern Railroad Right of Way; said intersection also being the southwest corner of Lot 7, Boeing Longacres Property, Second Amended Binding Site Plan No. LUA-02-022-BSP, recorded May 4, 2005 in Volume 228 of Plats, Page 022 through 028, as recorded under King County Recording No. 20050504000673; Thence South 87°14'40" East, along the north line thereof a distance of 50.00 feet; Thence South 02°06'43" West, a distance of 30.00 feet to the intersection with the south line of said Right of Way; Thence North 87°14'40" West, along said south line a distance of 50.00 feet to the intersection with said Railroad Right of Way; Thence North 02°06'43" East, along the easterly margin of said Burlington Northern Right of Way, a distance of 30.00 feet to the true point of beginning.

Containing 1,500 square feet, or ± 0.034 acres more or less.

Section 3. 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 13th day of April, 2015, and signed by me in open session in authentication of its passage this 13th day of April, 2015.

President _____ of the City Council

Approved by me this 17th day of April, 2015.

Edward B. Murray, Mayor

Filed by me this 17th day of April, 2015.

Monica Martinez Simmons, City Clerk

(Seal)

Attachment 1: Easement and Agreement

Bob Gambill
SPU BNSF Easement ORD ATT 1
February 17, 2015
Version # 1

When recorded mail to:
BNSF Railway Company
% HDR Engineering, Inc.
123 Second Avenue South
Edmonds, WA 98020

For tax information mail to:
BNSF Railway Company
Property Tax Department
P.O. Box 961089
Fort Worth, TX 76161-0089

EASEMENT and AGREEMENT

Reference #s of Document Released or Assigned:	None
Grantor:.....	The City of Seattle, Seattle Public Utilities
Grantee:.....	BNSF Railway Company
Legal Description (abbreviated).....	Portion of The City of Seattle Cedar River Pipeline #4 (a.k.a. "Bow Lake Pipeline") right of way in the NE 1/4 of the NW ¼ of Section 25, Twp. 23 North, Range 4 East, W.M. , King County, WA Complete legal description is shown on Exhibit A-1 and A-2.
Assessor's Tax Parcel ID#:.....	Portion of 0005800017

Rail Road Easement City of Seattle to BNSF Railway Company over CRPL #4 - SPU R/W File # 345-606

RECITALS:

Whereas, the City of Seattle ("City") owns and operates a water transmission pipeline which passes through the cities of Renton and Tukwila Washington in an east-west direction along an alignment approximately with S.W. 23rd St. in Renton, and S. 160th St. in Tukwila; and

Whereas, BNSF Railway Company ("BNSF") owns and operates certain right of way that runs north-south along the border between the cities of Renton and Tukwila (the "Existing BNSF ROW"); and

Whereas, by permit agreement with BNSF, the City's water transmission pipeline crosses under the Existing BNSF ROW; and

Whereas, BNSF needs to add a new Main Line Track 3 (herein the "New Track") to the Existing BNSF ROW which will require an additional fifty (50) feet of right of way to the east of the Existing BNSF ROW over and across certain real property owned by the City (herein the "Easement Area"); and

Whereas, BNSF's construction of the New Track will require additional fill to be placed over the City's water transmission pipeline, which additional fill has the potential to increase the possibility of damage to the water transmission pipeline; and

Whereas, in exchange for the City's grant of easement rights in and to the Easement Area and in order to minimize the potential for damage to the water transmission pipeline, BNSF has agreed to build a pipeline protection system, at no cost to the City, on the terms described herein; and

AGREEMENT:

NOW THEREFORE, for and in consideration of ONE and NO/100 Dollar ($1.00), and the mutual and off-setting benefits, covenants and agreements hereinafter set forth, and other valuable consideration, the City and BNSF agree 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, (herein "City"), hereby grants to BNSF RAILWAY COMPANY a Delaware corporation, whose address for purposes of this instrument is 2650 Lou Menk Drive, Fort Worth, Texas 761312830 (herein "BNSF"), a permanent and perpetual easement for the purposes described herein, over, under and across that portion of City's Cedar River Pipeline right of way, as legally described and depicted in:

   Exhibit A – pages 1 & 2, attached hereto and made part hereof (herein, the "Easement Area")

2. All references to the City's activities or use of the Easement Area, shall also apply to City officers, employees, agents, consultants, contractors, representatives, invitees, or licensees.

3. All references to BNSF's activities or use of the Easement Area, shall also apply to its' successors, heirs, assigns, officers, employees, agents, consultants, contractors, representatives, invitees, or licensees.

B. RIGHTS RESERVED BY THE CITY

1. City retains, in its ownership of the underlying fee interest in the Easement Area, the right to use or occupy the Easement Area for other municipal purposes and the right to grant or deny permission to third parties to use or occupy the Easement Area, including use by non-City utility agencies; provided that such use or occupancy shall not unreasonably conflict with the rights granted to BNSF herein; and provided that any such entity shall be required to restore the Easement Area in accordance with BNSF standards, except as otherwise provided in Section I.2 below. Any permission granted for use or occupancy of the Easement Area by such third parties is subject to all rules, regulations and laws governing the construction, operation and maintenance of such use, and said permission 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 other agency or subdivision of government.

2. City shall have the right to operate its municipal utility systems, including but not limited to the right to install, repair, replace, maintain, operate and make lateral connections to any of its electrical transmission and distribution facilities, water supply lines and related facilities or other City improvements within the Easement Area. City shall not be liable for the costs of relocation or of any BNSF improvements located within the Easement Area by reason of such City work or operations.

C. EXISTING USES AND RIGHTS

1. City operates a water transmission pipeline within the Easement Area.

2. Overhead electric power lines are located within the Easement Area.

3. The Easement Area may be subject to other authorized uses and existing rights, and BNSF shall not unreasonably interfere with access or use by such other authorized users.

D. BNSF'S USE OF THE EASEMENT AREA

1. BNSF's use of the Easement Area is for only the limited purposes herein described, and BNSF is responsible for limiting its use to those purposes approved herein.

2. BNSF shall acquire no right or interest in the Easement Area, or to the occupancy of the same, or any part thereof, other than as herein described.

3. BNSF's use of the Easement Area shall not unreasonably interfere with the security, use and integrity of the City's municipal utility systems within and adjacent to the Easement Area.

E. COMPLIANCE WITH LAWS AND REGULATIONS

1. BNSF's 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. BNSF has not relied on the City for assessing site conditions or determining the suitability of the site conditions to accommodate BNSF's construction activities within the Easement Area.

F. APPROVED USES OF THE EASEMENT AREA BY BNSF

1. Construction of a pipeline protection system to protect the City of Seattle Cedar River Water Transmission Pipeline #4 according to the plans and specifications agreed to by the City and BNSF, Plan No: 0051-01104X-002, dated June 12, 2014, which is incorporated herein by this reference.

2. Construction of a service road and related drainage systems for BNSF operations and activities.

3. Installation of fiberoptic, transmission and other communication conduit, equipment and cabling as required for BNSF operations.

4. BNSF's construction of new mainline tract # 3.

5. Subject to any limitations herein, these approved uses include all associated operations and activities.

G. BNSF CONSTRUCTION ACTIVITIES WITHIN THE EASEMENT AREA

1. If an emergency arises impacting BNSF's use or activities within the Easement Area, BNSF or its agents shall immediately phone Seattle Public Utilities at (206) 386-1800.

2. Before undertaking the construction, or future reconstruction, repairs or maintenance of the road and related drainage facilities, or other construction activities within or adjacent to the Easement Area if work in the adjacent area has impact on the Easement Area (e.g. settlement, loading, lateral support issues), plans and specifications must be submitted by BNSF 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 within the Easement Area, and the drainage pattern. This requirement applies to all activities approved in SECTION F herein, and any other future activities.

3. Prior to BNSF using the Easement Area for construction-related traffic, plans and specifications must be submitted to, and approved in writing by Seattle Public Utilities. The City may require pipe protection procedures including temporary bridging or some other load dispersing methods because of the frequency and duration of heavy traffic.

4. This easement specifically does not allow any 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, or other entity already operating infrastructure within the Easement Area. If approved, all alterations, moving or adjusting of infrastructure shall be paid for by BNSF.

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

6. BNSF shall be liable for, at its sole cost, the construction, and on-going operation, maintenance, repair, and replacement of any infrastructure BNSF constructs within the Easement Area.

7. BNSF shall be liable for, and pay throughout the term of this easement, any taxes, fees or assessments on the improvements of BNSF installed, operated and maintained within the Easement Area. This provision specifically includes applicable surface water management fees, if any.

8. Any and all damage or injury done to the Easement Area or improvements located therein and owned by the City, or other authorized users, and to the extent caused by BNSF's use of the Easement Area, must be repaired to the City's and/or other authorized user's satisfaction within thirty (30) days of written notification to BNSF by the City or other authorized user of the existence of such damage, at the sole cost and expense of BNSF, unless such repairs are not reasonably capable of being accomplished within such 30-day period, in which case BNSF shall have a longer time period as is commercially reasonable within which to complete such repairs.

9. If BNSF has not corrected, or made an acceptable agreement with City to correct any condition within the Easement Area caused by BNSF that City reasonably determines is unacceptable within thirty (30) days of notification by City, City may perform such work, and all reasonable costs incurred shall be paid by BNSF within thirty (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. ROAD AND DRAINAGE SYSTEM

1. BNSF shall be responsible for the design, construction, maintenance and safety of a service roadway within the Easement Area, together with related storm drainage facilities, which shall be at no cost or expense to City except for any maintenance or repairs caused by the negligence of City or its authorized users.

2. BNSF shall construct the service roadway and storm drainage facilities in accordance with plans approved by Seattle Public Utilities, and to the specifications of any agency or subdivision of government 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.

3. For the purpose of controlling unauthorized access to the Easement Area, BNSF shall be responsible for the installation and maintenance of right of way gates, guardrail, fencing or other traffic control devices as required and approved by the City.

I. UTILITIES

1. Public utilities permitted or allowed by BNSF to run longitudinally in BNSF's railroad ROW will be allowed to cross the Easement Area by SPU permit, subject to plans and specifications being submitted to, and approved in writing by Seattle Public Utilities. SPU approval shall not be unreasonably withheld. Public utilities are defined for the purpose of this easement as governmental or quasi-governmental entities or legally registered companies providing public utility services. SPU 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. Public utility agencies must restore the service roadway and Easement Area at the time of the utility installation. Restoration shall be only as approved by the City and BNSF, and to the specifications of any agency or subdivision of government having jurisdiction. If the public utility agency fails to restore, restoration will be the responsibility of BNSF.

J. RELEASE AND INDEMNIFICATION

BNSF agrees to indemnify, protect, defend, and holdharmless City from and against all claims to the extent such claims arise out of the approved uses of the easement area described in Section F herein.

CITY AND BNSF ACKNOWLEDGE THAT THE ABOVE INDEMNIFICATION PROVISIONS WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

In the event the Easement Area becomes contaminated as a result of its use by BNSF, its officials, employees, agents, consultants, contractors, representatives, licensees, invitees or visitors, BNSF agrees to clean up and remediate such damage and to bring it into compliance with the environmental laws.

The Indemnifications set forth in this agreement shall survive the expiration or termination of this easement.

K. GOVERNING LAW

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

L. SEVERABILITY

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

2. This easement 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.

3. This easement agreement may be terminated solely in accordance with a written agreement executed by the City and BNSF and recorded in the real property records of King County, Washington.

M. CONTACTS

CITY OF SEATTLE – SEATTLE PUBLIC UTILITIES:

Mailing Address:
Seattle Public Utilites
PO Box 34018
Seattle WA 98124-4018

Location Address:
Seattle Public Utilites
700 Fith Avenue, Suite 4900
Seattle WA 98124-4018

Emergency and 24 Hour Contact:		SPU Operations Response Center	206-386-1800
Property Rights:	Bob Gambill	Sr. Real Property Agent	206-684-5969
Operations:	Roger Cox	Cedar Headworks Crew Chief	206-399-2496 Cell 425-684-7984 Office
Security:	Dale Clark	Security Specialist	206-386-9061
Plan Review:	Mail to: SPU Engineering Plan Review, at the mailing address above		

BNSF RAILWAY COMPANY
2500 Lou Menk Drive AOB-3
Fort Worth, Texas 76131-2830
Attention: Mr. Charles Keltner

Telephone: (817) 352-6464
Telecopy: (817) 352-7101

IN WITNESS WHEREOF, the said City of Seattle, a municipal corporation of the State of Washington, has caused this instrument to be signed by its authorized officers, and the corporate seal affixed on the _____ day of _____, 2015.

This Easement hereby granted pursuant to City of Seattle Ordinance:_____

THE CITY OF SEATTLE **BNSF RAILWAY COMPANY**

By_____ By_____
Ray Hoffman, Director
Seattle Public Utilities

Date:_____ Date:_____

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

BNSF 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 was authorized to execute the instrument and acknowledged it as the _____, of BNSF Railway Company 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 – 1 of 2"
Legal Description

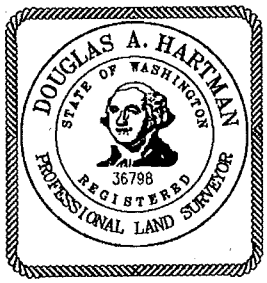
NW4, SECTION 25, TOWNSHIP 23N, RANGE 04E, W.M.
KING COUNTY, WASHINGTON

EASEMENT LEGAL DESCRIPTION: SEATTLE PUBLIC UTILITIES

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN THE COUNTY OF KING, STATE OF WASHINGTON, AND OF THE HENRY A. MEADOR DONATION LAND CLAIM No. 46, IN SAID SECTION, BEING A PORTION OF KING COUNTY TAX ACCOUNT No. 000580–0017–09, ALSO BEING KNOWN AS THE BOW LAKE PIPE LINE RIGHT OF WAY AS RECORDED UNDER AUDITORS FILE No. 4131067, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF BOW LAKE PIPE LINE RIGHT OF WAY AND THE EASTERLY MARGIN OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY; SAID INTERSECTION ALSO BEING THE SOUTHWEST CORNER OF LOT 7, BOEING LONGACRES PROPERTY, SECOND AMENDED BINDING SITE PLAN No. LUA–02–022–BSP, RECORDED MAY 4, 2005 IN VOLUME 228 OF PLATS, PAGE 022 THROUGH 028, AS RECORDED UNDER KING COUNTY RECORDING No. 20050504000673; THENCE SOUTH 87°14'40" EAST, ALONG THE NORTH LINE THEREOF A DISTANCE OF 50.00 FEET; THENCE SOUTH 02°06'43" WEST, A DISTANCE OF 30.00 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID RIGHT OF WAY; THENCE NORTH 87°14'40" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 50.00 FEET TO THE INTERSECTION WITH SAID RAILROAD RIGHT OF WAY; THENCE NORTH 02°06'43" EAST, ALONG SAID EASTERLY MARGIN OF SAID BURLINGTON NORTHERN RIGHT OF WAY, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,500 SQUARE FEET, OR ± 0.034 ACRES MORE OR LESS.



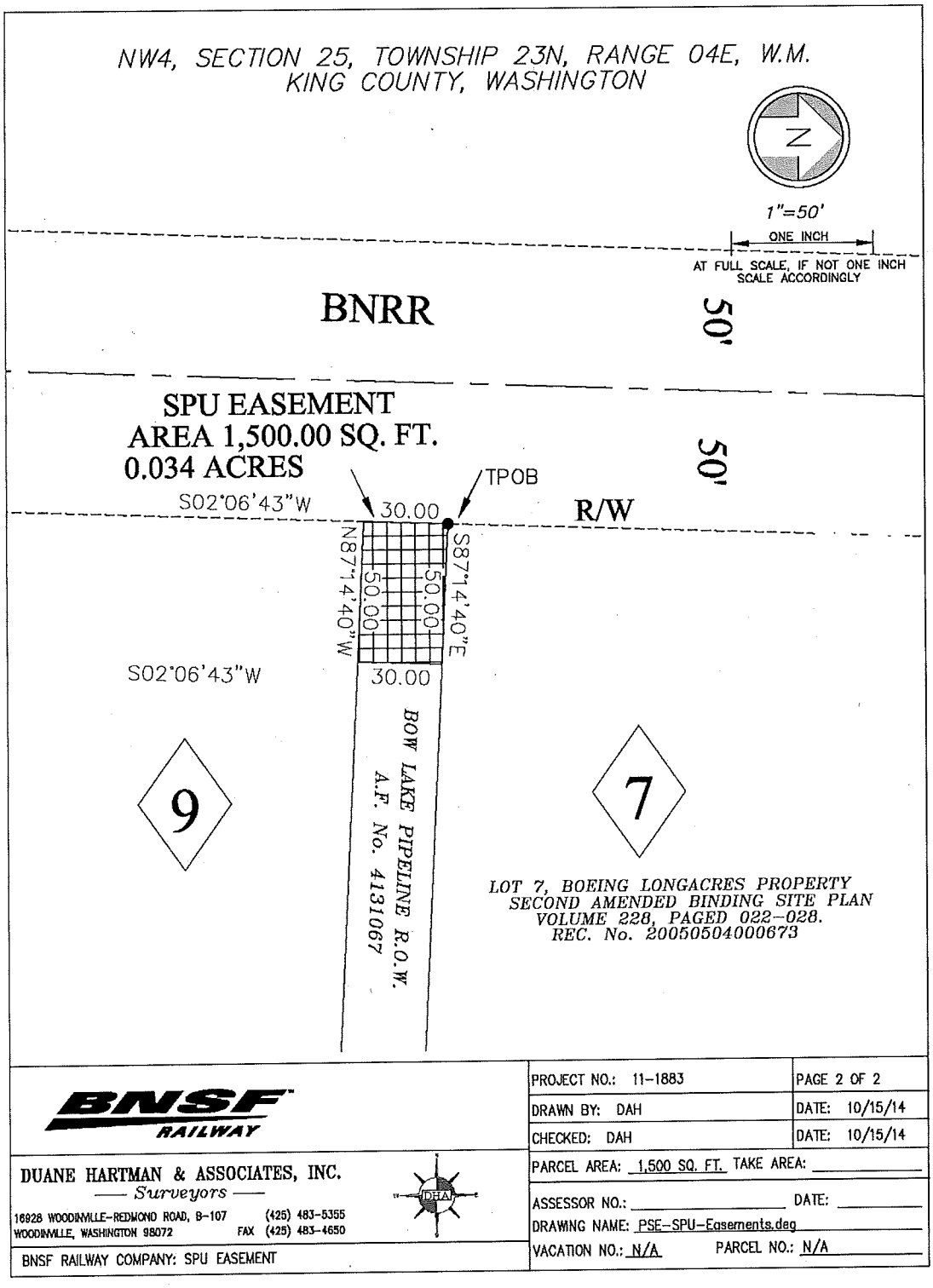
BNSF RAILWAY

DUANE HARTMAN & ASSOCIATES, INC.
— Surveyors —
16928 WOODINVILLE–REDMOND ROAD, B–107 (425) 483–5355
WOODINVILLE, WASHINGTON 98072 FAX (425) 483–4650

BNSF RAILWAY COMPANY: SPU EASEMENT

PROJECT NO.: 11–188J	PAGE 1 OF 2
DRAWN BY: DAH	DATE: 10/15/14
CHECKED: DAH	DATE: 10/15/14
PARCEL AREA: 1,500 SQ. FT. TAKE AREA:	
ASSESSOR NO.:	DATE:
DRAWING NAME: PSE–SPU–Easements.dwg	
VACATION NO.: N/A	PARCEL NO.: N/A

Exhibit "A – 2 of 2"
Legal Description



STATE OF WASHINGTON -- KING COUNTY

--ss.

323630 No. 124751,752,753,754

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

05/04/15

The amount of the fee charged for the foregoing publication is the sum of $71.46 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

05/04/2015

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle

Title Only Ordinances

The full ~~text of the~~ following legislation, passed by the City Council on April 13, 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.

Contact: Office of the City Clerk at (206) 684-8344.

ORDINANCE NO. 124751

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

ORDINANCE NO. 124752

AN ORDINANCE relating to the City Light Department; changing the operation of the Rate Stabilization Account, and amending Seattle Municipal Code 21.49.086.G.

ORDINANCE NO. 124753

An ORDINANCE relating to City employment; adding a new Chapter 4.27 to the Seattle Municipal Code to provide a Paid Parental Leave Benefit to eligible city employees; amending Seattle Municipal Code Subsection 4.20.055 to provide the Paid Parental Leave benefit to eligible temporary workers; and establishing other conditions of implementing the new benefit.

ORDINANCE NO. 124754

AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property rights as being surplus to the City"s municipal utility needs; granting an easement to Burlington Northern Railway Company, for limited purposes, over and across the City"s Cedar River Pipeline #4 right of way (a.k.a. Bow Lake Pipeline), King County Assessor Parcel number 0005800017.

Date of publication in the Seattle Daily Journal of Commerce, May 4, 2015.

5/4(323630)