CB 117149
#9

Bill Craven
FAS Charles Street Gas Easement ORD
February 17, 2011
Version # 3

ORDINANCE _____

AN ORDINANCE relating to the Finance and Administrative Services Department; granting an easement to Puget Sound Energy for a nonexclusive easement over, under, along, and across a portion of the property known as the Charles Street Campus located at 815 South Dearborn Street.

WHEREAS, the 2010-2015 Capital Improvement Program provided funding to replace unreliable boilers serving the Fire Apparatus Garage (Fire Garage) at the Charles Street Shops campus with a new energy-efficient natural gas system; and

WHEREAS, a gas line to effectively serve the Fire Garage does not exist; and

WHEREAS, it is necessary, and in the City's best interest, to grant a nonexclusive easement to Puget Sound Energy to install a natural gas line on the Charles Street Campus; and

WHEREAS, the Director of Finance and Administrative Services has recommended granting a nonexclusive easement over, under, along, and across a portion of the Charles Street Campus; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Director of Finance and Administrative Services (Director), and in consideration of Puget Sound Energy's payment of $1.00 and other consideration, the Director is authorized to grant a nonexclusive easement for a natural gas main and service line to Puget Sound Energy over, under, along, and across a portion of the Charles Street Campus, within an area legally described in Attachment 1.

Section 2. The Director is further authorized to execute the easement substantially in the form shown in Attachment 2.

Section 3. Any payment received for the easement shall be deposited in the Unrestricted Subaccount of the Cumulative Reserve Subfund (00164).

Section 4. This ordinance shall take effect and be in force 30 days from and 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.

FAS CITY CLERK

Passed by the City Council the ____ day of _____, 2011, and signed by me in open session in authentication of its passage this _____ day of _____, 2011.

_____
President _____of the City Council

Approved by me this ____ day of _____, 2011.

_____
Michael McGinn, Mayor

Filed by me this ____ day of _____, 2011.

_____
City Clerk

(Seal)

Attachment 1: Legal Description of Easement Area

Attachment 2: Easement Form - Puget Sound Energy Easement

SEA CITY CLERK

Bill Craven
FAS Charles Street Gas Easement ORD Att 1
March 3, 2011
Version 2

Legal Description of Easement Area

10 foot wide gas line easement

A 10 foot wide strip of land situate in Plummer's Addition to the City of Seattle, recorded in Volume 2 of Plats, page 255, records of King County, Washington, in the northwest quarter of the southeast quarter of Section 5, Township 24 north, Range 4 east, W.M., being 5 feet on each side of the following described centerline.

Commencing at a found punch mark in a 3/8 inch brass disc in a 6 inch diameter concrete monument in a monument case at the intersection of the centerlines of vacated 8th Ave S and S Charles St; thence N 88 45 57 W along the centerline of said S Charles St a distance of 10.99 feet; thence S 00 07 01 E a distance of 10.00 feet to the **Point of Beginning** of said centerline of said 10 foot wide strip of land;

Thence S 88 45 57 E a distance of 8.00 feet;

Thence S 00 07 01 E a distance of 2.00 feet;

Thence S 88 45 57 E a distance of 215.00 feet to the terminus of said centerline.

CITY CLERK

Bill Craven
FAS Charles Street Gas Easement ORD Att 2
March 3, 2011
Version 2

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: R/W Department (C. Biggs)
P.O. Box 90868 / EST-06W
Bellevue, WA 98009

EASEMENT

REFERENCE #:
GRANTOR: **THE CITY OF SEATTLE**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Portion of SW ¼ Sec. 5; Twp. 24 North, Range 04 East**
ASSESSOR'S PROPERTY TAX PARCEL: **859290-0285; 683470-0100; 683470-0175**

For and in consideration of One Dollar and other valuable consideration, **THE CITY OF SEATTLE**, a Washington municipal corporation, ("Grantor"), conveys and warrants to **PUGET SOUND ENERGY, INC.,** a Washington Corporation ("Grantee"), for the purposes described below, a nonexclusive perpetual easement ("easement") over, under, along, across, and through the following described real property ("Property") located in King County, Washington:

See Exhibit A that is attached to and incorporated into this easement.

Except as may be otherwise provided for in this easement, the Grantee's rights shall be exercised upon that portion of the Property ("Easement Area") described as follows:

An easement for the construction, maintenance and operation of a gas distribution line in the South half of Section 5, Township 24 North, Range 4 East, W. M., in the City of Seattle, King County, Washington, being 5 feet on either side of the following described centerline:

A 10 foot wide strip of land situate in Plummer's Addition to the City of Seattle, recorded in Volume 2 of Plats, page 255, records of King County, Washington, in the northwest quarter of the southeast quarter of Section 5, Township 24 north, Range 4 east, W.M., being 5 feet on each side of the following described centerline.

Commencing at a found punch mark in a 3/8 inch brass disc in a 6 inch diameter concrete monument in a monument case at the intersection of the centerlines of vacated 8th Ave S and S Charles St; thence N 88 45 57 W along the centerline of said S Charles St a distance of 10.99 feet; thence S 00 07 01 E a distance of 10.00 feet to the

FAS CITY CLERK

Point of Beginning of said centerline of said 10 foot wide strip of land;
Thence S 88 45 57 E a distance of 8.00 feet;
Thence S 00 07 01 E a distance of 2.00 feet;
Thence S 88 45 57 E a distance of 215.00 feet to the terminus of said centerline.

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, or enlarge one or more utility systems for purposes of transmission and sale (serving) of natural gas to the property now known as the Charles Street Campus. Such facilities may include, but are not limited to:

> Pipes, pipelines, mains, laterals, conduits, regulators and feeders for natural gas serving the Charles Street Campus; or the following facilities if necessary or convenient for the purpose of serving natural gas to the Charles Street Campus: fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances (individually or collectively facilities).

Following the initial construction of all or a portion of the facilities serving the Charles Street Campus, Grantee may, from time to time, construct additional facilities as necessary or convenient for the purpose of serving the Charles Street Campus.

2. Access to Easement Area. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights under this easement. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of the Grantee's right of access.

3. Maintenance of System. The Grantee shall; to the extent provided by the Grantee's applicable rates, tariffs, and law; be obligated to maintain and repair the facilities contained in the Easement Area.

4. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights granted to the Grantee by this easement; provided, the Grantor shall not construct or maintain on the Easement Area any permanent or temporary building, structure, or other object that may damage or restrict access to Grantee's facilities. Grantor shall not; without Grantee's prior written consent, which shall not be unreasonably withheld; blast within 300 feet of Grantee's facilities.

5. Indemnification and Hold Harmless. Grantee agrees to indemnify and hold harmless the Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights granted to Grantee by this easement. But nothing in this

easement shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

6. Termination. Upon removal or deactivation of all or a portion of Grantee's facilities in the Easement Area, the Grantee shall if requested by the Grantor, execute and record a release of that portion of the Easement Area that will no longer be used by the Grantee.

7. Abandonment. The rights granted by this easement shall continue until such time as Grantee ceases to use the Easement Area for five successive years; in which event the easement shall terminate and all rights under the easement and any facilities remaining in the Easement Area shall become the Grantor's property; provided, that abandonment shall not be deemed to have occurred by reason of the Grantee's failure to initially install its facilities on the Easement Area within any period of time from the date this easement is granted.

8. Successors and Assigns. Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

FAS CITY CLERK

DATED this _____ day of _____, 2011.

GRANTOR:

Approved and Accepted By:
THE CITY OF SEATTLE

BY: _____
Name: Fred Podesta
Its: Director of Finance and Administrative Services

STATE OF WASHINGTON)
)
County of King)

On this ____ day of _____, 2011, before me personally appeared **Fred Podesta**, to me known to be the City of Seattle's Director of the Finance and Administrative Services, a Washington Municipal Corporation, the municipal corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the municipal corporation for the uses and purposes mentioned in the instrument, and on oath stated that he was authorized to execute the instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

Notary Seal

Please stay within block.

_____
Notary (print name) _____
Notary Public in and for the State of Washington,
residing at _____
My Appointment expires _____

FAS CITY CLERK

EXHIBIT "A"

LOTS 1 THROUGH 8, BLOCK 6; AND LOTS 1 THROUGH 8, BLOCK 7, TERRY'S 5TH ADDITION TO THE CITY OF SEATTLE, ACCORDING TO PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 55, RECORDS OF KING COUNTY WASHINGTON;
ALSO;
LOTS 1 THROUGH 8, BLOCK 5;
LOTS 1 AND 8, BLOCK 6;
LOTS 1 AND 8, BLOCK 7;
LOTS 1 THROUGH 8, BLOCK 8; AND
LOTS 3 THROUGH 10, BLOCK 9, ALL IN PLUMMER'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 133. RECORDS OF KING COUNTY WASHINGTON;

TOGETHER WITH THOSE PORTIONS OF VACATED SOUTH PLUMMER STREET, SOUTH CHARLES STREET, EIGHT AVENUE SOUTH AND ALLEYS ADJOINING WHICH, UPON VACATION, ATTACHED TO SAID PROPERTIES BY OEPRATION OF LAW BY CITY OF SEATTLE ORDINANCES 87845 AND 95350..

EXCEPT ANY PORTION THEREOF DEEDED TO STATE OF WASHINGTON DEPARTMENT OF TRANSPORATION FOR HIGHWAY PURPOSES.

EXCEPT THAT PORTION OF THE ABOVE REFERENCED PROPERTY DEEDED TO THE CITY OF SEATTLE FOR RIGHT OF WAY PURPOSES BY ORDINANCE NUMBERS 13320 AND 94594.

SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

SMC CITY CLERK

Form revised: December 14, 2010

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Finance and Administrative Services	Bill Craven/733-9238	Jennifer Devore/615-1328

Legislation Title:
AN ORDINANCE relating to the Finance and Administrative Services Department; granting an easement to Puget Sound Energy for a nonexclusive easement over, under, along, and across a portion of the property known as the Charles Street Campus located at 815 South Dearborn Street.

Summary of the Legislation:
This legislation authorizes the Director of Finance and Administrative Services (FAS) to grant Puget Sound Energy (PSE) a nonexclusive easement at the Fire Apparatus Garage (Fire Garage) located at the City's Charles Street Campus, at 815 South Dearborn Street. The easement will allow PSE to operate and maintain a natural gas line that will provide natural gas to supply a new heating system to be installed at the facility.

Background:
The Fire Garage at the Charles Street Shops is currently heated with a hot water system powered by boilers that are located in the adjacent Vehicle Maintenance Garage. The unreliability of those boilers has caused numerous outages in the heating systems of both buildings. Once the boilers fail, the large floorplate and poor insulation in the Fire Garage prevent the facility's room temperature to return to an acceptable level for several hours, making it difficult for City personnel to work comfortably.

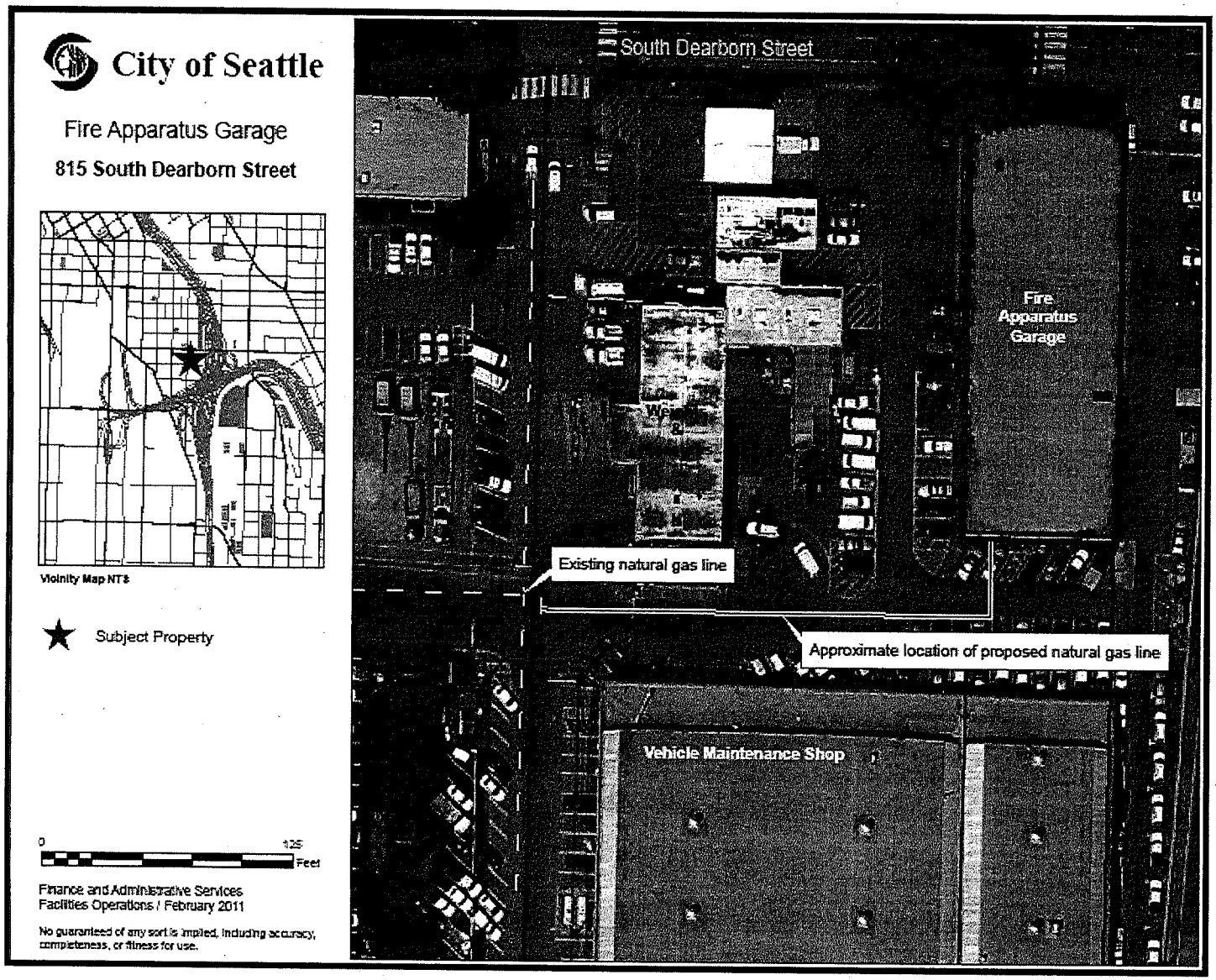
Funding for a new heating and ventilation system was included in the 2010-2015 Capital Improvement Program. A new energy-efficient heating system using natural gas has been designed. It is necessary, however, to extend gas service to the Fire Apparatus Garage in order to install the new system. PSE will provide natural gas service to the facility via an existing natural gas pipeline that is within South Charles Street. PSE requires an easement for a portion of the Charles Street Shops for this natural gas line before it will install and activate it.

_x_ This legislatio n does not have any financial implications.
Note: PSE requires an easement over any property on which it is constructing a gas line. Because the easement provides service requested by the property owner, financial consideration paid to the City is $1.00. Further consideration is in the form of PSE owning and maintaining the natural gas line.

List attachments to the fiscal note below:
Attachment A: Vicinity Map

SMC CITY CLERK

Bill Craven
FAS Charles Street Gas Easement FISC Att 1
Febraury 17, 2011
Version 2



Attachment to Fiscal Note: VICINITY MAP

City of Seattle
Office of the Mayor

March 22, 2011

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill authorizing the Director of Finance and Administrative Services (FAS) to grant Puget Sound Energy (PSE) a nonexclusive perpetual easement over a portion of the Charles Street Shops campus, located at 815 South Dearborn. The easement will allow PSE to construct, maintain, and operate a natural gas line to serve the Fire Apparatus Garage, which houses FAS' maintenance and repair functions for the City's fire emergency vehicles.

Currently heated by unreliable boilers that are located in a separate building, the Fire Garage has experienced numerous heating outages over the years. With funding from the 2010 Capital Improvement Program, FAS has contracted with McKinstry, an energy savings contractor, to replace the existing heating system with a new, energy-efficient system that uses natural gas. The easement authorized in this Bill is required for PSE to extend the gas line to the Fire Garage.

Thank you for your consideration of this legislation. Should you have any questions, please contact Bill Craven at 733-9238 or Hillary Hamilton at 684-0421.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Michael McGinn, Mayor
Office of the Mayor
600 Fourth Avenue, 7th Floor
PO Box 94749
Seattle, WA 98124-4749

Tel (206) 684-4000
Fax (206) 684-5360
TDD (206) 615-0476
mike.mcginn@seattle.gov

FAS CITY CLERK