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ORDINANCE _____

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AN ORDINANCE relating to the Seattle Department of Transportation and Seattle Public Utilities; authorizing the Director of the Department of Transportation to acquire, accept, and record, on behalf of the City of Seattle, a permanent easement located in a portion of Lot 28, Block 3 of Patten's Addition to the City of Seattle for the purpose of slope stabilization; authorizing the Director of Seattle Public Utilities to acquire, accept and record, on behalf of the City of Seattle, two permanent easements located in portions of Lots 2 and 3, Block 2 of Patten's Addition to the City of Seattle for drainage infrastructure that contributes to slope stabilization and area drainage; and ratifying and confirming certain prior acts.

WHEREAS, five households (the "Claimants") brought suit against the City of Seattle ("the "City") alleging that negligence by the City caused a landslide in the unimproved right-of-way of Patten Place West between West Armour Street and West Barrett Street in November 2006; and

WHEREAS, the Claimants allege the landslide diminished their home values, changed the flow of groundwater in the area, and exposed the homeowners to potential risk of injury; and

WHEREAS, the Claimants and the City agreed to resolve the underlying litigation by taking permanent measures to aid in the restoration and stabilization of a portion of the existing critical slope area between West Armour Street and West Barrett Street; and

WHEREAS, to that end, the City agrees to construct a new, reinforced slope by installing geotextile membrane within the slope, regrading an area affected by the slide, and planting native plants and trees; and

WHEREAS, the City also agrees to construct a new drain line in the area to contribute to slope stability and provide area drainage; and

WHEREAS, to facilitate this project, the City Council authorizes the acquisition, recording, and acceptance of permanent easements for restoration, slope stabilization and drainage;
NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of the Department of Transportation or his designee is authorized to accept a slope easement located in a portion of Lot 28, Block 3 of Patten's Addition to the City of Seattle, substantially in the form shown and described in Attachment 1.



1 The easement, placed under the jurisdiction of the Seattle Department of Transportation, includes
2 the following-described real property:

3 That portion of the East 54 feet of Lot 28; and the East 54 feet of the
4 South 10 feet of Lot 29; and the East 64 feet of the North 30 feet of said
5 Lot 29; and the East 64 feet of the South 20 feet of Lot 30; All in Block 3
6 of Patten's Addition, according to the plat recorded in Volume 13 of Plats,
7 Page 9, in King County, Washington described as follows:

8 Beginning at the Southeast corner of said Lot 28; Thence N 89° 00' 43" W
9 along the South line of said lot a distance of 5.00 feet; Thence N 29° 05'
10 10" W 18.45 feet; Thence N 22° 00' 45" E 25.75 feet to the North line of
11 said lot; Thence S 89° 00' 39" E along said North line a distance of 5.00
12 feet to the Northeast of said Lot; Thence N 00° 58' 37" E along the east
13 line of said lot a distance of 40.01 feet to Point of Beginning.

14 Section 2. The Director of Seattle Public Utilities or his designee is authorized to
15 accept two Drainage Utility Easements at 2849 and 2853 23rd Avenue W., Seattle, substantially
16 in the form described and shown in Attachments 2 and 3. These two easements, placed under the
17 jurisdiction of Seattle Public Utilities, include the following-described real property:

18 That portion of the NE Quarter of Section 23, Township 25 North and
19 Range 03 East, W.M. described as follows:

20 That portion of Lots 2 and 3, Block 2, Patten's Addition to the City of
21 Seattle according to the plat recorded in Volume 13 of Plats, page 9, in
22 King County, Washington described as follows:

23 A 10 foot wide strip, having 5 feet on each side of the following described
24 centerline:

25 Commencing at the Northwest Corner of said Lot 3;
26 Thence S 00° 58' 37" W along the West line of said Lot 3 a distance of
27 3.60 feet to the Point of Beginning of said centerline;
28 Thence S 89° 01' 23" E 2.00 feet;
Thence N 67° 43' 26" E 8.71 feet;
Thence S 88° 53' 28" E 109.86 feet to the East line of
Said Lot 3 and the terminus of said centerline.



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

3 Section 4. This ordinance shall take effect and be in force 30 days after its approval by
4 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
5 shall take effect as provided by Seattle Municipal Code Section 1.04.020.
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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.

Monica Martinez Simmons, City Clerk

(Seal)

- Attachment 1: Slope Easement - Stout
- Attachment 2: Drainage Utility Easement - Heesemann
- Attachment 3: Drainage Utility Easement - Jaffe



Gretchen M. Haydel
SDOT/SPU Patten Place West Slope Stabilization ATT 1
June 7, 2011
Version#1

After recording return document to:

City of Seattle
Department of Transportation
700 5th Avenue – Suite 3900
PO Box 34996
Seattle, WA 98124-4966
Attn: Larry Huggins

Document Title: Slope Easement

Reference Number of Related Document: N/A

Grantor(s): Donald H. Stout

Grantee: City of Seattle

Abbreviated Legal Description: Ptn of Blk 3 Lots 28, 29, 30, Patten's Addition, Vol. 13, PP 9, King County, Washington

Additional Legal Description is on Page(s) 5 of Document.

Assessor's Tax Parcel Number(s): 668150-0230

SLOPE EASEMENT

Project: 2845 Patten Place West Slide Area

The Grantor, **DONALD H. STOUT**, a single person, for and in consideration of mutual and offsetting benefits, and other valuable consideration, conveys and warrants unto the **CITY OF SEATTLE**, a municipal corporation of the State of Washington, and its assigns, an Easement over, under, upon and across the hereinafter described lands for the purposes of construction and maintenance of street slopes in excavation and/or embankment, and other modifications associated therewith, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statutes of the State of Washington.

Grantor reserves the right to use the herein later described property for purposes that will not unreasonably interfere with the Grantee's full enjoyment of the rights hereby granted. Neither Grantor nor their successors and/or assigns may erect or construct any building or structure on said property without the prior written consent of the City of Seattle, Department of Planning and Development (further referred to as DPD). As used herein "building or structure" means anything constructed or erected on the ground or

Tax Parcel Number 668150-0230

Page 1 of 5 pages



any improvement built up or composed of parts joined together in some definite manner and affixed to the ground, including fences, walls and signs. No excavation shall be allowed within the Easement area for the maintenance and safety of the structure without prior written approval of DPD. Similarly, no plantings of any trees or other vegetation shall be allowed within the Easement area without the prior written consent of DPD. For any of the above described work, or any other work within the Easement area, Grantor shall submit for said written approval a work plan to DPD for any excavation or construction. Such work plan shall be submitted to DPD for written approval not fewer than 120 days prior to the expected work date, which approval shall not be unreasonably withheld.

Said lands being situated in King County, State of Washington, and described as follows:

See Exhibit A attached hereto and made a part hereof.

Grantor:

Donald H. Stout

Dated: _____

Accepted and Approved:
CITY OF SEATTLE

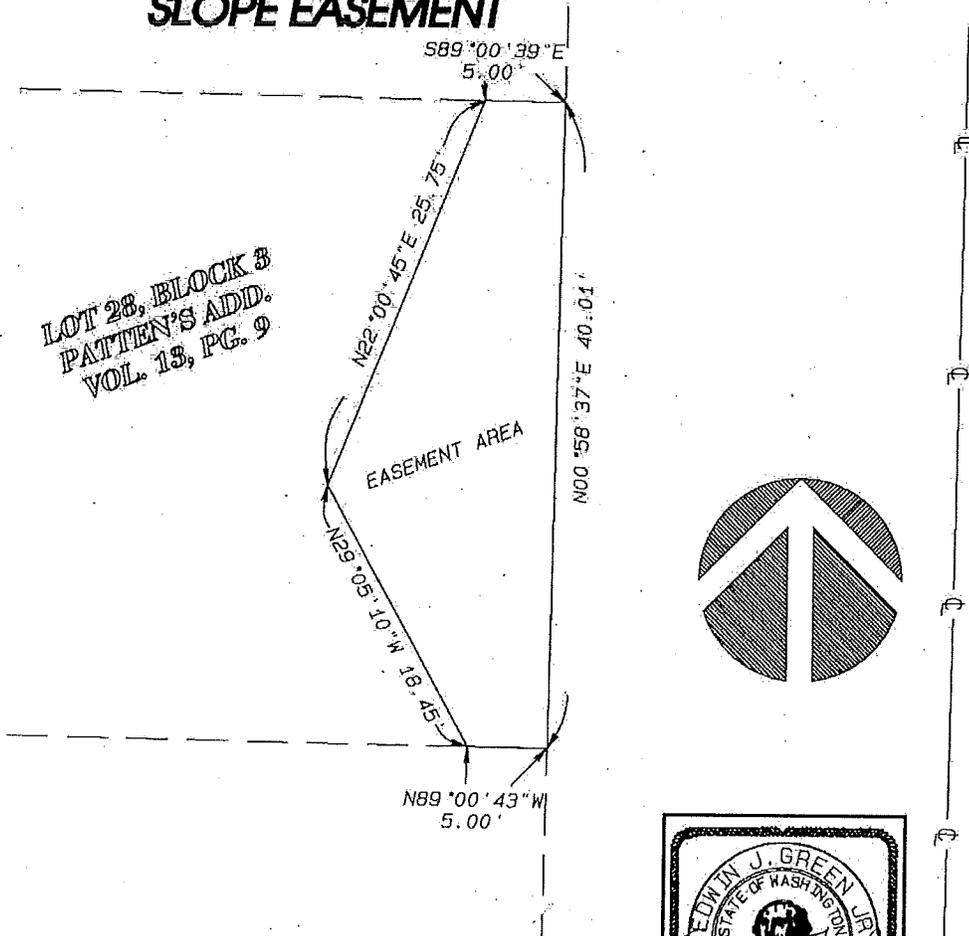
By: _____
Name: Peter Hahn
Its: Director of Transportation

Dated: _____



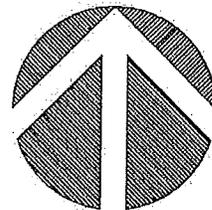
EXHIBIT A

SLOPE EASEMENT



LOT 28, BLOCK 3
 PATTEN'S ADD.
 VOL. 13, PG. 9

EASEMENT AREA



THAT PORTION OF THE EAST 54 FEET OF LOT 28;
 AND THE EAST 54 FEET OF THE SOUTH 10 FEET OF LOT 29;
 AND THE EAST 64 FEET OF THE NORTH 30 FEET OF SAID
 LOT 29;
 AND THE EAST 64 FEET OF THE SOUTH 20 FEET OF LOT 30;
 ALL IN BLOCK 3 OF PATTEN'S ADDITION, ACCORDING TO
 THE PLAT RECORDED IN VOLUME 13 OF PLATS, PAGE 9, IN
 KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 28;
 THENCE N89°00'43\"W ALONG THE SOUTH LINE OF SAID LOT
 A DISTANCE OF 5.00 FEET;
 THENCE N29°05'10\"W 18.45 FEET;
 THENCE N22°00'45\"E 25.75 FEET TO THE NORTH LINE OF
 SAID LOT;
 THENCE S89°00'39\"E ALONG SAID NORTH LINE A DISTANCE
 OF 5.00 FEET TO THE NORTHEAST OF SAID LOT;
 THENCE N00°58'37\"E ALONG THE EAST LINE OF SAID LOT
 A DISTANCE OF 40.01 FEET TO POINT OF BEGINNING;

05/09/2011

DATE

GEODIMENSIONS, INC.
 (425) 458-4488
 JOB NO. 10124

PATTEN PLACE WEST
SEATTLE, WA. 98199

Tax Parcel Number 668150-0230



Effie Moody
SDOT/SPU Patten Place West Slope Stabilization ATT 2
June 30, 2011
Version #2

Recording Requested By And
When Recorded Mail To:

Seattle Public Utilities
Real Property Services
PO Box 34018
Seattle WA 98124-4018

DRAINAGE UTILITY EASEMENT

Reference #s of Documents Released or Assigned: none
Grantor:..... Heesemann, C.H.
Grantee:..... The City of Seattle
Legal Description (abbreviated):..... Pt of Lot 2, Blk 2, Pattens Add
of NE ¼ Sec 23, T 25N, R3 E, WM
Assessor's Tax Parcel ID#:..... Pt of 6681500020

RW 2011-006
2853 23rd Ave W.

THIS EASEMENT granted this _____ day of _____, 2011, by, **Heesemann, C.H.**, a single person in the State of Washington, ("Grantor"), to **The City of Seattle**, a municipal corporation of the State of Washington, ("Grantee"), acting through and by **Seattle Public Utilities**.

WITNESSETH: Said Grantor for and in consideration of the benefits herein between Grantor and Grantee, and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey, and warrant to the City an easement for the purposes to install and maintain drainage service facilities including the necessary drainage lines and appurtenances ("Facilities") over, under, through, across and upon the real property in Seattle, King County, Washington as legally described as that portion of Lot 2, Block 2, Pattens Addition to the City of Seattle, ("Easement Area") and shown on pages 6 herein:

This easement shall include only such rights in the Easement Area as shall be necessary for the construction, reconstruction, inspection, alteration, operation, improvement, maintenance, repair and replacement of the Facilities, and access thereto. Grantee and its agents are solely responsible for complying with any laws, regulations, ordinances that are applicable to construction activity within the easement area that is undertaken by Grantee or on Grantee's behalf.



Grantee shall have the right without prior institution of any suit or proceeding at law, at such time as may be necessary, to enter upon the Easement Area for the purposes herein described, without incurring any legal obligation or liability therefore. Grantee acknowledges that the Property on which the easement is granted is associated with residential activities and agrees to exercise the right of access in a manner that minimizes interference with these activities.

Grantor hereby agrees that no buildings, other permanent structures, trees, fill or obstructions of any kind, shall be constructed, planted or permitted to remain within the boundaries of said Easement Areas, other than those specifically included in the plan drawings approved by the City of Seattle Department of Planning and Development's Land Use Project ("Plans") if any, without prior written permission of the Director of Seattle Public Utilities, or any such officer or board who may hereafter succeed to the jurisdiction and powers in respect to the Facilities now possessed by the Director of Seattle Public Utilities.

Grantor also hereby agrees that no other utility facilities, such as conduits, cables, pipelines, vaults, poles or posts, whether public or private, will be installed within five (5) horizontal feet of said Facilities.

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

Grantor waives any present or future claim against the Grantee relating to hazardous substances, pollutants, or contaminants within the Easement Area, and shall indemnify and defend the Grantee from any such claim, including enforcement action by a regulatory agency, unless the hazardous substances, pollutants or contaminants result from the Grantee's operations. Notwithstanding the above, this limited waiver and indemnity is not intended to, and does not, release the Grantee from any of its environmental obligations, including indemnity obligations, to Grantor that are memorialized in separate agreements, if any, between Grantor and the Grantee with respect to the Seattle property of which the Easement Area is a part.

Grantee does hereby release, indemnify and promise to defend and save harmless Grantor from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney fees incurred by Grantor in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of Grantee and Grantee's servants, agents, employees and contractors in the exercise of the rights granted herein; PROVIDED, HOWEVER, this paragraph does not create duties to



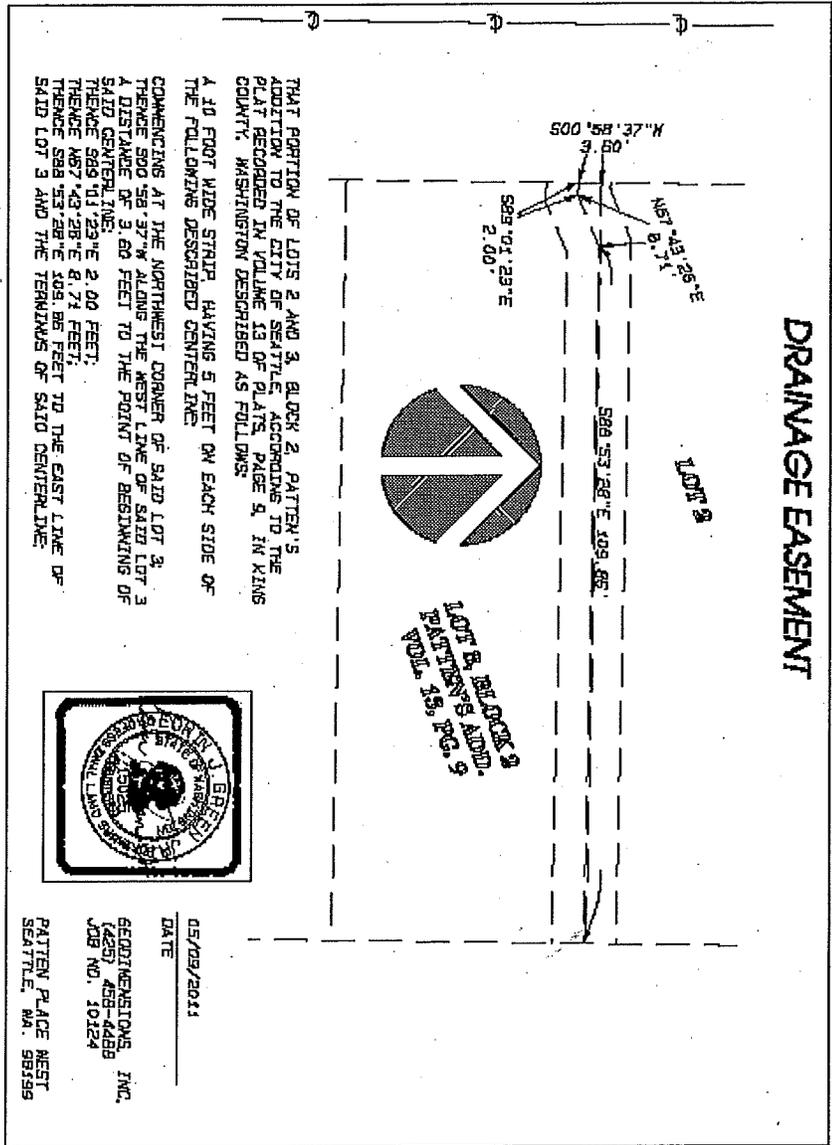
Effie Moody
SDOT/SPU Patten Place West Slope Stabilization ATT 2
June 8, 2011
Version #2

indemnify or defend Grantor against liability for damages caused by or resulting from the sole negligence of Grantor or Grantor's agents or employees.

Grantee, its agents and contractors hereby agree to use reasonable care during use of the easement to limit property damage as a result of the construction activities. Grantee agrees to repair or restore the Grantees' property to the conditions that existed prior to commencement of construction activity to the extent such repair or restoration is reasonably feasible.

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





THAT PORTION OF LOTS 2 AND 3, BLOCK 2, PATTEN'S ADDITION TO THE CITY OF SEATTLE ACCORDING TO THE PLAT RECORDED IN VOLUME 13 OF PLATS, PAGE 9, IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

A 10 FOOT WIDE STRIP HAVING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3, THENCE S00°58'37"W ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF 3.60 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE S89°01'23"E 2.00 FEET;

THENCE N87°43'28"E 8.71 FEET;

THENCE S88°53'28"E 109.88 FEET TO THE EAST LINE OF SAID LOT 3 AND THE TERMINUS OF SAID CENTERLINE;

EASEMENT AREA- DRAINAGE UTILITY EASEMENT HEESEMAN



Effie Moody
SDOT/SPU Patten Place West Slope Stabilization ATT 3
June 30, 2011
Version #2

Recording Requested By And
When Recorded Mail To:

Seattle Public Utilities
Real Property Services
PO Box 34018
Seattle WA 98124-4018

DRAINAGE UTILITY EASEMENT

Reference #s of Documents Released or Assigned: none
Grantor:..... Jaffe, Brian & Cynthia A
Grantee:..... The City of Seattle
Legal Description (abbreviated):..... Pt of Lot 3, Blk 2, Pattens Add
of NE ¼ Sec 23, T 25N, R3 E, WM
Assessor's Tax Parcel ID#:..... Pt of 6681500025-03

RW 2011-005
2849 23rd Ave W.

THIS EASEMENT granted this _____ day of _____, 2011, by, **Jaffe, Brian & Cynthia A.**, married persons in the State of Washington, ("Grantor"), to **The City of Seattle**, a municipal corporation of the State of Washington, ("Grantee"), acting through and by **Seattle Public Utilities**.

WITNESSETH: Said Grantor for and in consideration of the benefits herein between Grantor and Grantee, and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey, and warrant to the City an easement for the purposes to install and maintain drainage service facilities including the necessary drainage lines and appurtenances ("Facilities") over, under, through, across and upon the real property in Seattle, King County, Washington as legally described as that portion of Lot 2, Block 2, Pattens Addition to the City of Seattle, ("Easement Area") and shown on page 6 herein:

This easement shall include only such rights in the Easement Area as shall be necessary for the construction, reconstruction, inspection, alteration, operation, improvement, maintenance, repair and replacement of the Facilities, and access thereto. Grantee and its agents are solely responsible for complying with any laws, regulations, ordinances that are applicable to construction activity within the easement area that is undertaken by Grantee or on Grantee's behalf.



Grantee shall have the right without prior institution of any suit or proceeding at law, at such time as may be necessary, to enter upon the Easement Area for the purposes herein described, without incurring any legal obligation or liability therefore. Grantee acknowledges that the Property on which the easement is granted is associated with residential activities and agrees to exercise the right of access in a manner that minimizes interference with these activities.

Grantor hereby agrees that no buildings, other permanent structures, trees, fill or obstructions of any kind, shall be constructed, planted or permitted to remain within the boundaries of said Easement Areas, other than those specifically included in the plan drawings approved by the City of Seattle Department of Planning and Development's Land Use Project ("Plans") if any, without prior written permission of the Director of Seattle Public Utilities, or any such officer or board who may hereafter succeed to the jurisdiction and powers in respect to the Facilities now possessed by the Director of Seattle Public Utilities.

Grantor also hereby agrees that no other utility facilities, such as conduits, cables, pipelines, vaults, poles or posts, whether public or private, will be installed within five (5) horizontal feet of said Facilities.

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

Grantor waives any present or future claim against the Grantee relating to hazardous substances, pollutants, or contaminants within the Easement Area, and shall indemnify and defend the Grantee from any such claim, including enforcement action by a regulatory agency, unless the hazardous substances, pollutants or contaminants result from the Grantee's operations. Notwithstanding the above, this limited waiver and indemnity is not intended to, and does not, release the Grantee from any of its environmental obligations, including indemnity obligations, to Grantor that are memorialized in separate agreements, if any, between Grantor and the Grantee with respect to the Seattle property of which the Easement Area is a part.

Grantee does hereby release, indemnify and promise to defend and save harmless Grantor from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney fees incurred by Grantor in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of Grantee and Grantee's servants, agents, employees and contractors in the exercise of the



Effie Moody
SDOT/SPU Patten Place West Slope Stabilization ATT 3
June 30, 2011
Version #2

rights granted herein; PROVIDED, HOWEVER, this paragraph does not create duties to indemnify or defend Grantor against liability for damages caused by or resulting from the sole negligence of Grantor of Grantor's agents or employees.

Grantee, its agents and contractors hereby agree to use reasonable care during use of the easement to limit property damage as a result of the construction activities. Grantee agrees to repair or restore the Grantees' property to the conditions that existed prior to commencement of construction activity to the extent such repair or restoration is reasonably feasible.

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



Dated this _____ day of _____, 2011

Grantors:

Jaffe, Brian

Jaffe, Cynthia A.

By: _____

By: _____

Printed name _____

Printed name _____

Title _____

Title _____

STATE OF Washington)

) ss.

COUNTY OF _____)

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

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2011.

Name (Print) _____

NOTARY PUBLIC in and for the
State of _____

residing at _____

My appointment expires _____



Effie Moody
SDOT/SPU Patten Place West Slope Stabilization ATT 3
June 30, 2011
Version #2

Accepted and Approved:

CITY OF SEATTLE

By: _____

Name: Ray Hoffman or designee

Its: Director of Seattle Public Utilities

Dated: _____

STATE OF Washington)

COUNTY OF _____) ss.

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

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2011.

Name (Print) _____

NOTARY PUBLIC in and for the
State of _____

residing at _____

My appointment expires _____



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Department of Transportation	Larry Huggins/4-5001	Rebecca Guerra/4-5339

Legislation Title:

AN ORDINANCE relating to the Seattle Department of Transportation and Seattle Public Utilities; authorizing the Director of the Department of Transportation to acquire, accept, and record, on behalf of the City of Seattle, a permanent easement located in a portion of Lot 28, Block 3 of Patten's Addition to the City of Seattle for the purpose of slope stabilization; authorizing the Director of Seattle Public Utilities to acquire, accept and record, on behalf of the City of Seattle, two permanent easements located in portions of Lots 2 and 3, Block 2 of Patten's Addition to the City of Seattle for drainage infrastructure that contributes to slope stabilization and area drainage; and ratifying and confirming certain prior acts.

Summary of the Legislation:

This legislation authorizes (1) the Director of the Department of Transportation to acquire, accept, and record a permanent easement for the purposes of restoration and slope stabilization of a portion of a critical slope area along Patten Place West between West Armour Street and West Barrett Street in the Magnolia neighborhood and (2) the Director of the Department of Seattle Public Utilities to acquire, accept and record two permanent easements located in portions of Lots 2 and 3, Block 2 of Patten's Addition to the City of Seattle for drainage infrastructure necessary for slope stabilization and associated drainage.

Background:

On November 19, 2008, five households (the "Claimants") brought suit against the City of Seattle (the "City") alleging that negligence by the City caused a landslide in the unimproved right-of-way of Patten Place West between West Armour Street and West Barrett Street in 2006. The Claimants allege that the landslide diminished their home values, changed the flow of groundwater in the area, and exposed the homeowners to potential future risk of injury.

The Claimants and the City have agreed to resolve the underlying litigation with construction of a reinforced slope, drainage necessary for the slope, and associated drainage. The City has agreed to pay for construction of the project. The reinforced slope work will involve installing geotextile membrane within the slope, regrading an area affected by the slide, and planting native trees and plants to resolve the underlying litigation. The drainage line will run through the slope, providing stability to the slope, and connect to an existing SPU main line. A surface drain will also be connected to the new line to capture surface water flows.



Please check one of the following:

This legislation does not have any financial implications.
(Stop here and delete the remainder of this document prior to saving and printing.)

Note: This legislation does not appropriate funds or generate revenue. The costs of maintaining the transferred property rights are anticipated in SDOT's 2011 Adopted Budget and 2011-2016 Adopted Capital Improvement Program.

Attachment A: Map of slope easement area – Stout

Attachment B: Map of utility easement areas – Heesemann and Jaffe



