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ORDINANCE _____

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AN ORDINANCE relating to the City Light Department, declaring certain real property rights surplus to utility needs; authorizing the Superintendent or his designee to grant an easement for access purposes over a portion of the City's fee-owned Duwamish Transmission Corridor adjacent to South 112th Street in the City of Tukwila, Washington; and accepting payment for the true and full value of the easement from Amalfi Investments, LLC.

WHEREAS, The City of Seattle owns by recorded deed a certain parcel of land in Government Lot 1, Section 1, Township 23 North, Range 4 East, W.M., King County Tax Parcel Number 102304-9056, being a portion of the Duwamish Transmission Corridor in the City of Tukwila, King County, Washington; and

WHEREAS, Amalfi Investments, LLC ("Amalfi") owns certain real property adjacent to the City-owned transmission corridor that it leases to United Parcel Service for use as a truck shipping terminal; and

WHEREAS, Amalfi has requested that the City grant a permanent easement of 50 feet in width across the City-owned transmission corridor for access purposes so that its tenant may gain safe and efficient access to East Marginal Way South via South 112th Street; and

WHEREAS, the access easement requested by Amalfi is an acceptable use of the transmission corridor in accordance with City Light's real property use standards, will not interfere with City Light operations, and is excess to City utility needs; and

WHEREAS, Amalfi will pay The City of Seattle the fair market value for the requested easement, as determined by independent appraisals of similar City properties in the area, in the amount of \$124,000; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Pursuant to the provisions of R.C.W. 35.94.040 and after public hearing, certain real property rights acquired for an electrical transmission corridor are no longer needed exclusively for the City of Seattle's utility purposes, over, under, and upon the following described property, and are declared surplus to City needs:



1 A fifty (50) foot wide Easement within the following described Property:
2 Beginning at the section corner common to Sections 3, 4, 9, and 10, Township 23 North,
3 Range 4 East, W.M.;
4 Thence Easterly along the North line of Section 10 a distance of 548.72 feet;
5 Thence Southerly along the West margin of State Highway 5M (East Marginal Way
6 South) a distance of 123.11 feet;
7 Thence South 871839 West a distance of 544.06 feet;
8 Thence North 561246 West a distance of 50.62 feet to the West line of said Section 10;
9 Thence Northerly along said West line of Section 10 a distance of 138.62 feet, more or
10 less, to the above described common section corner;
11 Said Easement being with twenty-five (25) feet on each side of a centerline further
12 described as follows:
13 Beginning at the section corner common to Sections 3, 4, 9, and 10, Township 23 North,
14 Range 4 East, W.M.;
15 Thence Easterly along the North line of said Section 10 a distance of 163 feet to the
16 TRUE POINT OF BEGINNING of this centerline description;
17 Thence Southerly along said centerline perpendicular to the North line of said Section 10
18 to a point of intersection with the South line of the above described Property and the
19 terminus of this centerline description.
20

21 Section 2. The Superintendent of the City Light Department, or his designee, is
22 authorized to execute for and on behalf of the City of Seattle, an easement substantially in the
23 form attached hereto as Attachment 1.
24

25 Section 3. Seattle City Light is authorized to accept payment for the access easement
26 from Amalfi Investments, LLC, in the amount of \$124,000 and to deposit the proceeds in the
27 City Light Fund.
28

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



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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)

Attachment1: Easement



John Bresnahan
SCL Amalfi Easement ATT 1
July 5, 2011
Version #2

Attachment 1

SEATTLE CITY LIGHT
Real Estate Services
700 Fifth Avenue, Suite 3012
P.O. Box 34023
Seattle, WA 98124-4023

EASEMENT

SCL P.M. #: 230410-2-302
C/F #:
Grantor: City of Seattle
Grantee: Amalfi Investments, LLC
Short Legal: Ptn. G.L. 1, Sec. 10, Twp. 23 N., Rge. 4 E., W.M.
Tax Parcel #: 102304-9056

THIS EASEMENT ("Easement") is made this _____ day of _____, 2011, by and between the CITY OF SEATTLE, a Washington municipal corporation, acting by and through its CITY LIGHT DEPARTMENT, hereinafter called the "Grantor"; and AMALFI INVESTMENTS, LLC, a Washington limited liability company, hereinafter called the "Grantee". The term "Party" or "Parties" as used herein shall mean the signatories hereto, and their successors, including by assignment, merger, or other transfer.

1. Conveyance and Consideration. Grantor, for and in consideration of the sum of One Hundred Twenty-Four Thousand (\$124,000.00) Dollars, hereby grants, without warranty of title, to the Grantee, its successors and assigns, a non-exclusive easement for the purposes of ingress, egress and utilities over, through, under and across a portion of Grantor's property ("Grantor Property") that is legally described in **Exhibit "A"**. The boundaries of the easement area ("Easement Area") are legally described in **Exhibit "B"** and depicted in **Exhibit "C"**. The Easement is appurtenant to and shall benefit Grantee's Property as described on **Exhibit "D"** ("Grantee Property"). Exhibits A, B, C, and D are attached hereto and incorporated herein by this reference. The right to use the Easement Area shall extend to Grantee and all of its tenants, and their respective agents, employees, invitees, contractors, and permittees, and shall extend to any development or changed use on the Grantee Property.



2. Grantor's Reserved Rights. Grantor reserves unto itself and its assigns (i) all aerial rights above, over, across and through the Easement Area; (ii) the right to enter, exit, and traverse the Easement Area for the purpose of constructing, repairing, removing, operating and maintaining its present or future facilities or structures lying within, suspended above, or located on Grantor Property. If Grantor anticipates the need to temporarily close off the easement for safety purposes, Grantor shall make reasonable efforts to notify Grantee in advance. However, in cases of emergency, no such advance notification shall be required. Grantee shall at no time interfere with Grantor's access to, egress from, or ability to traverse the Easement Area or Grantor Property or allow such interference by its agents, lessees or assigns.

3. Additional Terms and Conditions. Grantee, Grantor and their respective successors, agents, and assigns, hereby agree to the following additional terms and conditions:

3.1 No building, structure, or fire hazard will be constructed, placed or allowed to remain within the Easement Area, with the exception of a roadway, curb and gutter, and underground utilities ("Permitted Improvements"). Permitted Improvements shall not be inconsistent with the safe and convenient operation of Grantor's facilities or with regulations, rules or orders of NERC, FERC, the State of Washington, or any other regulatory body or agency having authority or jurisdiction over the Grantor Property or Grantor's facilities.

3.2 Not less than 90 days prior to commencing construction of any Permitted Improvements, Grantee shall provide detailed plans to Grantor for Grantor's review and approval. Approval shall not be unreasonably delayed or withheld.

3.3 Upon completion of any activity or construction described in 3.1 and 3.2 above, Grantee shall remove all debris and restore the surface of the Easement Area to the condition in which it existed as of the date of this Easement and shall provide Grantor with final as-built plans of any Permitted Improvement made within the Easement Area.

3.4 A minimum 30 feet of vertical clearance between any transmission conductor and the finished grade of any proposed access driveway, private road, or other Permitted Improvement shall be maintained at all times. A minimum working clearance of 17 feet from 230 kV lines shall be maintained at all times for personnel and machinery. Grantee, its agents, employees, subcontractors, lessees and assigns shall comply with all National Electric Safety Code (NESC), Washington Department of Labor and Industries, and federal Occupational Safety and Health Administration codes and clearances while engaging in any activity within the Easement Area.



3.5 No vegetation shall be planted, placed or allowed to remain within the Easement Area that has a height at maturity greater than 12 feet.

3.6 No vehicles, trailers, cranes, construction equipment or any other such equipment with a height or potential height of over 25 feet shall be driven, pulled, pushed, operated or parked within the Easement Area. No cars, trucks, vans, semi-tractors, trailers or combinations thereof or any other vehicles or equipment shall be parked, stored, queued, or left idling within the Easement Area, except incident to prudent ingress and egress to the public street.

3.7 No blasting or discharge of any explosives shall be permitted within 150 feet of Grantor's facilities.

3.8 There shall be no storage, dumping, burying or transferring any hazardous substances, inoperable vehicles, chemicals, oils, fuels, flammable materials ("Hazardous Materials") or containers for said substances, within the Easement Area; provided that nothing herein shall prohibit the passage of vehicles containing or transporting Hazardous Materials across the Easement Area coincident to the ordinary and safe operation of said vehicles on Grantee Property. Grantee, its successors, agents, lessees, and assigns shall comply with all environmental laws of the State of Washington or any other governmental subdivision or agency having regulatory authority over Grantor Property with respect to its use of the Easement Area.

3.9 Grantee, its successors and assigns, assume all risk of loss, damage or injury which may result from its use of the Easement Area, or the use of the Easement Area by its respective agents, employees, invitees, contractors, subcontractors, permittees or licensees. Grantee, its successors, and assigns, agree to indemnify and hold harmless Grantor from all claims, actions, or damages of every kind and description, which may accrue from or be suffered by reason of Grantee's, its successors or assigns, or their respective agents, employees, invitees, contractors, subcontractors, permittees, or licensees use of the Easement Area, the performance of any work in connection with its use, or the exercise of any rights granted in this Easement; and in case of any such suit or action being brought against Grantor, or damages arising out of or by reason of any of the above causes, Grantee shall, upon notice of commencement of such action, defend Grantor at Grantee's sole cost and expense and will fully satisfy any judgment after the said suit shall have been finally determined, if adversely, to Grantor, except to the extent of the sole negligence of the Grantor, its agents, or representatives.



3.10 Grantee shall at all times exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

3.11 This Easement and all covenants, terms and conditions of this easement shall become perpetual and run with Grantor Property. Upon conveyance of a Party's property, the successor in interest shall automatically be deemed to have assumed all obligations and liabilities arising out of or in connection with this Easement, and the predecessor released therefrom. Within 60 days of written request by a Party, the other Party shall provide an estoppel certificate to the other Party, which may be relied upon by any successor stating (i) whether this Easement has been modified or supplemented, (ii) whether the party requesting the certificate is in default, (iii) whether there is any pending or threatened litigation or claim arising out of or in connection with this Easement.

This Easement shall become effective and binding only upon execution by both Parties and approval by ordinance passed by the Seattle City Council.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTOR:

CITY OF SEATTLE,
CITY LIGHT DEPARTMENT, a
Washington Municipal Corporation

By: _____

Print Name: _____

Title: _____

GRANTEE:

AMALFI INVESTMENTS, LLC, a
Washington Limited Liability Corporation

By: _____

Print Name: _____

Title: _____



John Bresnahan
SCL Amalfi Easement ATT 1
July 5, 2011
Version #2

Exhibit A

Grantor Property

That portion of Government Lot 1, Section 10, Township 23 North, Range 4 East, W.M, described as follows:

Beginning at the section corner common to Sections 3, 4, 9, and 10, Township 23 North, Range 4 East, W.M., and the TRUE POINT OF BEGINNING;
Thence Easterly along the North line of Section 10 a distance of 548.72 feet;
Thence Southerly along the West margin of State Highway 5M (East Marginal Way South) a distance of 123.11 feet;
Thence South 871839 West a distance of 544.06 feet;
Thence North 561246 West a distance of 50.62 feet to the West line of said Section 10;
Thence Northerly along said West line of Section 10 a distance of 138.62 feet, more or less, to the POINT OF BEGINNING.



Exhibit B

Easement Area

A fifty (50) foot wide Easement within the following described Property:

Beginning at the section corner common to Sections 3, 4, 9, and 10, Township 23 North, Range 4 East, W.M.;

Thence Easterly along the North line of Section 10 a distance of 548.72 feet;

Thence Southerly along the West margin of State Highway 5M (East Marginal Way South) a distance of 123.11 feet;

Thence South 871839 West a distance of 544.06 feet;

Thence North 561246 West a distance of 50.62 feet to the West line of said Section 10;

Thence Northerly along said West line of Section 10 a distance of 138.62 feet, more or less, to the above described common section corner;

Said Easement being with twenty-five (25) feet on each side of a centerline further described as follows:

Beginning at the section corner common to Sections 3, 4, 9, and 10, Township 23 North, Range 4 East, W.M.;

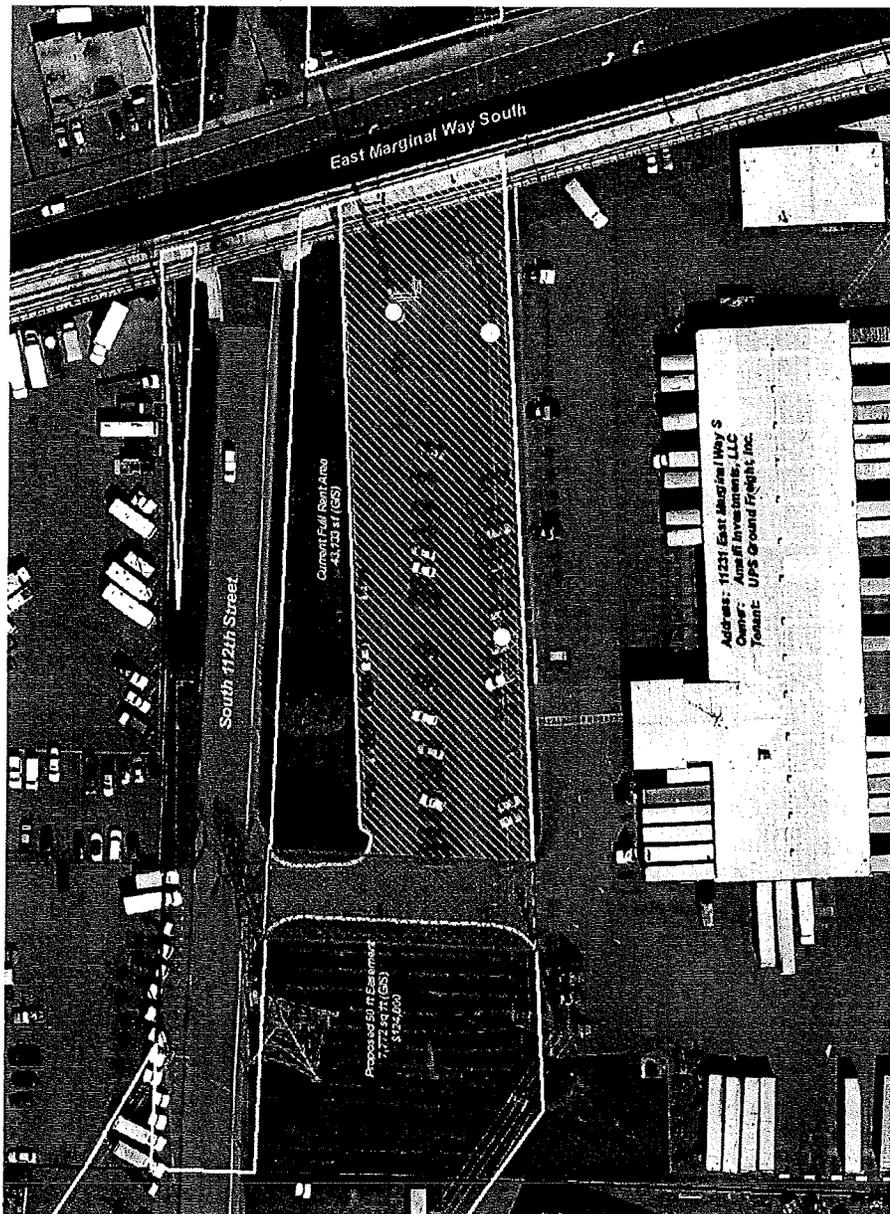
Thence Easterly along the North line of said Section 10 a distance of 163 feet to the TRUE POINT OF BEGINNING of this centerline description;

Thence Southerly along said centerline perpendicular to the North line of said Section 10 to a point of intersection with the South line of the above described Property and the terminus of this centerline description.

The Easement Area contains approximately 7,772 square feet and its general location is depicted in Exhibit "C", attached hereto, which is a pictorial reference not to be relied upon for determining the exact boundaries or location of the Easement Area.



Exhibit C



Access Easement – Amalfi Investments, LLC
11231 East Marginal Way S



Exhibit D

Grantee's Property

All that portion of Government Lot 1, Section 10, Township 23 North, Range 4 East, W.M., lying north of the Duwamish River and west of the westerly line of East Marginal Way South; EXCEPT that portion as condemned by King County Superior Court Cause No. 469557 for transmission lines; and

EXCEPT all existing County Roads; and

EXCEPT that portion thereof described as follows:

Beginning at a point on the west line of said Government Lot 1, lying South 00°32'40" West 636.35 feet from the northwest corner thereof;

Thence South 88°51'20" East parallel with the north line of said Government Lot 1, 208.79 feet to the TRUE POINT OF BEGINNING;

Thence North 69°47'10" East 514 feet, more or less, to the westerly line of East Marginal Way South;

Thence South 16°48'50" East along said westerly line to the Duwamish River;

Thence westerly along the Duwamish River to a point which bears South 20°12'50" East from the TRUE POINT OF BEGINNING;

Thence North 20°12'50" West to the TRUE POINT OF BEGINNING.



FISCAL NOTE FOR NON-CAPITAL PROJECTS

| Department: | Contact Person/Phone: | CBO Analyst/Phone: |
|--------------------|------------------------------|---------------------------|
| Seattle City Light | Dave Barber 684-0400 | Calvin Chow 684-4652 |

Legislation Title: AN ORDINANCE relating to the City Light Department, declaring certain real property rights surplus to utility needs; authorizing the Superintendent or his designee to grant an easement for access purposes over a portion of the City's fee-owned Duwamish Transmission Corridor adjacent to South 112th Street in the City of Tukwila, Washington; and accepting payment for the true and full value of the easement from Amalfi Investments, LLC.

Summary of the Legislation:

This legislation authorizes Seattle City Light to grant an access easement to Amalfi Investments, LLC, and accepts payment for the true and fair value of the easement into the City Light Fund.

Background:

This legislation will declare surplus and authorize the sale of a utility property right under the jurisdiction of Seattle City Light. **A public hearing is required** pursuant to RCW 35.94.040.

The City of Seattle is the owner of a certain parcel of real property, King County Tax Parcel Number 102304-9056, which is part of the Duwamish Transmission Corridor in the City of Tukwila, Washington. Amalfi Investments, LLC (Amalfi) is the owner of certain real property adjacent to the City parcel that it leases to United Parcel Service (UPS) for use as a truck shipping terminal.

Amalfi and its predecessor company, Temkin Property Company, have held a Temporary Use Permit for use of the City's transmission corridor for access and employee parking since 1996. Sound Transit recently constructed an elevated light rail line along East Marginal Way South, which abuts the Amalfi property and the City's transmission corridor on the west. The elevated light rail line restricts visibility for UPS trucks entering and leaving the Amalfi property via East Marginal Way South. Amalfi has requested a permanent easement across the City's transmission corridor in order to establish an alternate route for UPS trucks to safely and efficiently enter and leave the Amalfi property via South 112th Street.

This easement was valued using appraisals of the same transmission corridor in the immediate vicinity. The fair market value of the easement right to be conveyed to Amalfi was determined to be \$124,000. Amalfi has agreed to pay City Light that amount on conveyance of the easement.

X This legislation has financial implications.



Anticipated Revenue/Reimbursement Resulting from this Legislation:

| Fund Name and Number | Department | Revenue Source | 2011 Revenue | 2012 Revenue |
|-----------------------------|--------------------|-----------------------|---------------------|---------------------|
| City Light Fund 4100 | Seattle City Light | Sale of Easement | \$124,000 | |
| TOTAL | | | \$124,000 | |

Revenue/Reimbursement Notes:

Easement to be paid for by Amalfi Investments, LLC.

Other Implications:

- a) **Does the legislation have indirect financial implications, or long-term implications?**

No.

- b) **What is the financial cost of not implementing the legislation?**

The City would forgo immediate payment of \$124,000 for the easement.

- c) **Does this legislation affect any departments besides the originating department?**

No.

- d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**

The property owner has no other alternative routes which would provide safe access to East Marginal Way S. City Light could continue to provide access across its transmission corridor by issuance of a Temporary Use Permit.

- e) **Is a public hearing required for this legislation?**

Yes. A public hearing is required by RCW 35.94.040. These hearings are usually conducted at the start of a regularly scheduled City Council Energy, Technology, and Civil Rights Committee meeting.

- f) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**

No.

- g) **Does this legislation affect a piece of property?**

Yes, map attached.



h) Other Issues:

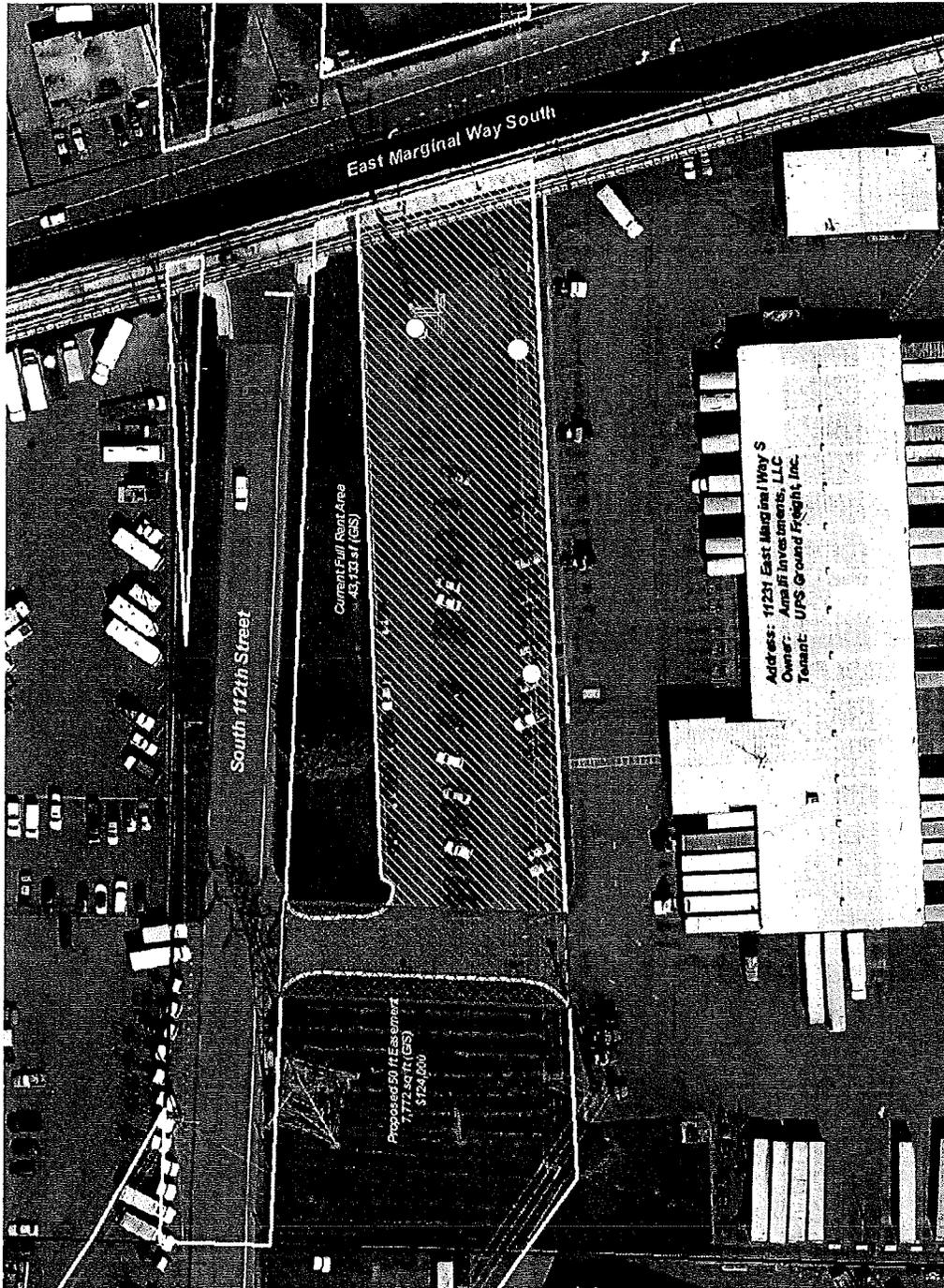
None.

List attachments to the fiscal note below:

Exhibit 1 – Map of Easement Area



Exhibit 1



**Amalfi Investments, LLC - 11231 East Marginal Way S; Tukwila, WA
Existing Permit Area in Yellow – New Access Easement in Orange**

Exhibit 1 to Fiscal Note
SCL Amalfi Easement Ordinance





City of Seattle
Office of the Mayor

August 16, 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 that authorizes the Superintendent of Seattle City Light to grant an access easement to Amalfi Investments, LLC, over a portion of the City's fee-owned Duwamish Transmission Corridor located in the City of Tukwila, Washington.

This legislation will declare surplus and authorize the sale of a utility property right under the jurisdiction of Seattle City Light. A public hearing is required pursuant to RCW 35.94.040.

Amalfi Investments, LLC, is the owner of a truck shipping terminal that it leases to United Parcel Service (UPS) adjacent to the City's transmission corridor. Amalfi has requested a permanent easement across the City transmission corridor in order to provide a safer route for UPS trucks to enter and leave the terminal. Amalfi has agreed to pay Seattle City Light \$124,000, the appraised value, on conveyance of the easement.

Thank you for your consideration of this legislation. Should you have questions, please contact Dave Barber at 684-0400.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

