CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL 117477

AN ORDINANCE relating to the City Light Department, authorizing the Superintendent or his designee to grant an easement for a sewer main to Valley View Sewer District over a portion of The City of Seattle's fee-owned transmission corridor located in Tukwila, Washington; and ratifying and confirming certain prior acts.

WHEREAS, The City of Seattle ("City") acquired ownership of a portion of its transmission corridor located in Tukwila, Washington by quitclaim deed from the State of Washington dated January 20, 1965, recorded under King County Auditor's File No. 5839093, and accepted by City Ordinance No. 89535; and

WHEREAS, Valley View Sewer District has owned and operated an above-grade, 21-inch diameter steel gravity sewer main within a portion of the property conveyed to the City by the State since 1957, prior to City ownership of the property; and

WHEREAS, both the City and Valley View Sewer District would like to enter into an easement agreement to clarify and memorialize the rights under which Valley View Sewer District may continue to occupy City property and operate and maintain its sewer main; 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 electric transmission corridor are no longer needed exclusively for the City of Seattle's utility purposes, over, across, and upon the property described and depicted in Attachment 1 to this ordinance, and are declared surplus to City needs.

Section 2. The Superintendent of the City Light Department, or his designee, is hereby authorized, on behalf of the City of Seattle, to grant an easement for a sewer line to Valley View Sewer District substantially in the form of the "Easement for Sewer Main" shown in Attachment 1 to this ordinance.

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 ____ day of _____, 2012, and signed by me in open session in authentication of its passage this _____ day of _____, 2012.

_____

President _____of the City Council

Approved by me this ____ day of _____, 2012.

_____

Michael McGinn, Mayor

Filed by me this ____ day of _____, 2012.

_____

Monica Martinez Simmons, City Clerk

(Seal)

Attachment 1: Easement for Sewer Main

Seattle City Light
Real Estate Services
700 Fifth Avenue, Suite 3012
P.O. Box 34023
Seattle, WA 98124-4023

EASEMENT for Sewer Main

P.M. #:	230404-2-303
Tax Parcel No.:	N/A
C/F #:	9872
Short Legal:	Ptn. SW-NW and Ptn. G.L. 4-Sec. 4-23N-4W

THIS EASEMENT, made this _____day of _____, 2012, between, the CITY OF SEATTLE, a Washington municipal corporation acting by and through its CITY LIGHT DEPARTMENT, hereinafter called the Grantor; and VALLEY VIEW SEWER DISTRICT, a Washington municipal corporation, hereinafter called the Grantee; WITNESSETH:

That the Grantor, for and in consideration of mutual public benefit, hereby conveys and grants, without warranty of title or otherwise, to the Grantee, its successors and assigns, the non-exclusive right, privilege and authority to install, construct, erect, alter, improve, remove, repair, operate, and maintain sewer facilities ("Facilities") consisting of sewer mains, pipes, manholes, valves and other necessary appurtenances across, over, upon and under the following described real property ("Property") situated in the County of King, State of Washington:

> **That portion of Government Lot 4, Section 4, Township 23 North, Range 4 East, W.M., and of Tracts 44, 45, 54, and 55, Moore's Five-Acre Tracts, according to the plat thereof recorded in Volume 9 of Plats, page 28, records of King County, Washington, described as follows:**
>
> **Beginning on the Southwesterly right-of-way line of West Marginal Way at a point which bears North 0°18′ West 1.94 feet and North 44°30′ West 31.72 feet from the corner common to Tracts 45, 46, 53 and 54 of said Moore's Five-Acre Tracts; thence South 37°35′59′′ West 140 feet, more or less, to a point on a line drawn parallel with and 130 feet Southwesterly, when measured at right angles, from the centerline of Primary State Highway No. 1-K, and the true point of beginning of this description; thence continue South 37°35′59′′ West to the intersection of a line drawn parallel with and 200 feet Southwesterly, when measured at right angles, from said highway centerline; thence Southeasterly along the last named parallel line to its intersection with the City of Seattle Transmission Right-of-Way Line as condemned in King County Superior Court Cause No. 469557, Ordinance No. 82986 of the City of Seattle, said point of intersection being opposite Highway Engineer's Station 616+54.3 and 200 feet Southwesterly therefrom; thence Northwesterly along said power line right-of-way to its intersection with a line drawn parallel with and 130 feet Southwesterly, when measured at right angles, from the centerline of Primary State Highway No. 1-K; thence Northwesterly along said parallel line to the true point of beginning.**

Except as otherwise set forth herein, Grantee's rights shall be exercised upon that portion ("Easement Area") of the Property described as follows:

> **An Easement Area 20 feet in width, having 10 feet of such width on either side of the centerline of Grantee's existing Facilities as constructed on the effective date of this Easement; EXCEPT any portion thereof lying within the Washington State Department of Transportation right-of-way of SR 599 (West Marginal Way). Such centerline is depicted on Exhibit A attached hereto and by this reference made a part hereof.**

Together with the right at all times to the Grantee, its contractors, successors and assigns, of ingress to and egress from the Easement Area across the Property of the Grantor for the purposes set forth herein.

Also the right at all times to the Grantee, its successors and assigns, to cut and trim brush, trees or other plants standing or growing upon said lands which, in the opinion of the Grantee, interfere with the maintenance or operation of, or access to, the Facilities.

Grantee hereby agrees to the following additional terms and conditions:

1. Grantee agrees to submit plans furnishing details of any future additional Facilities to be constructed or relocated, or any grading, cuts or fills, for approval by the Superintendent of City Light, or his designee, prior to the undertaking of any such future construction, relocation, grading, cut or fill operation in the Easement Area. No construction, relocation, cutting, filling or grading is permitted within 15 feet of any of Grantor's electric facilities.

2. There will be no ponds, "V" ditches, open water retention facilities, buildings, flammable materials, or structures other than those necessary for the usual and customary operation of the Facilities permitted in the Easement Area.

3. The placement of underground Facilities within the Easement Area must be indicated above ground in a manner approved by the Superintendent of City Light.

4. The Grantee shall, upon completion of any construction permitted herein, remove all debris and restore the Property as nearly as possible to the condition in which it existed at the commencement of such construction. It is understood that any damage to the Grantor's Property, caused by or resulting from the Grantee's use of the Easement Area, may be repaired by the Grantor and the actual cost of such repair shall be charged against and be paid by the Grantee.

5. The Grantee shall not at any time interfere with the Grantor's access to and over the Property.

6. Grantee agrees to observe all environmental laws of the State of Washington and any other governmental subdivision having regulatory authority over the operation of Grantee's Facilities.

7. The Grantee agrees to protect and save harmless the Grantor from all claims, actions or damages of every kind and description, which may accrue from or be suffered by reason of Grantee's use of the Easement Area or the performance of any work in connection with its use; and in case of any such suit or action being brought against the Grantor, or damages arising out of or by reason of any of the above causes, the Grantee shall, upon notice to Grantor of commencement of such action, defend the same 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 the Grantor.

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors and assigns shall permanently remove all Facilities from the Property. In the event that Grantee or its successors should cease the operation of its Facilities for any reason, Grantee shall notify Grantor in writing within 10 days of the cessation of operations and all Facilities shall be removed from the Property at Grantee's sole cost and expense within 90 days of the cessation of operations.

Notice and communication pertaining to this indenture shall be in writing and delivered to:

Seattle City Light
Attn: Real Estate Services SMT3012
P.O. Box 34023
Seattle, WA 98124-4023

Valley View Sewer District
Dana Dick, General Manager
3460 S 148th Street, Suite 100
PO Box 69550
Seattle, WA 98168-9550

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

Grantor:
The City of Seattle
City Light Department

By: _____

Printed Name: _____

Title: _____

Grantee:
Valley View Sewer District

By: _____

Printed Name: _____

Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2012, before me personally appeared _____, to me known to be the _____ of Seattle City Light, a department of the City of Seattle, the Washington municipal corporation that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument on behalf of the City of Seattle.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(notary seal)

Signature: _____

Print name: _____
Notary Public in and for the State of Washington
Residing at:_____
My commission expires:_____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2012, before me personally appeared Dana Dick, to me known to be the General Manager of Valley View Sewer District, the Washington municipal corporation that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of Valley View Sewer District.

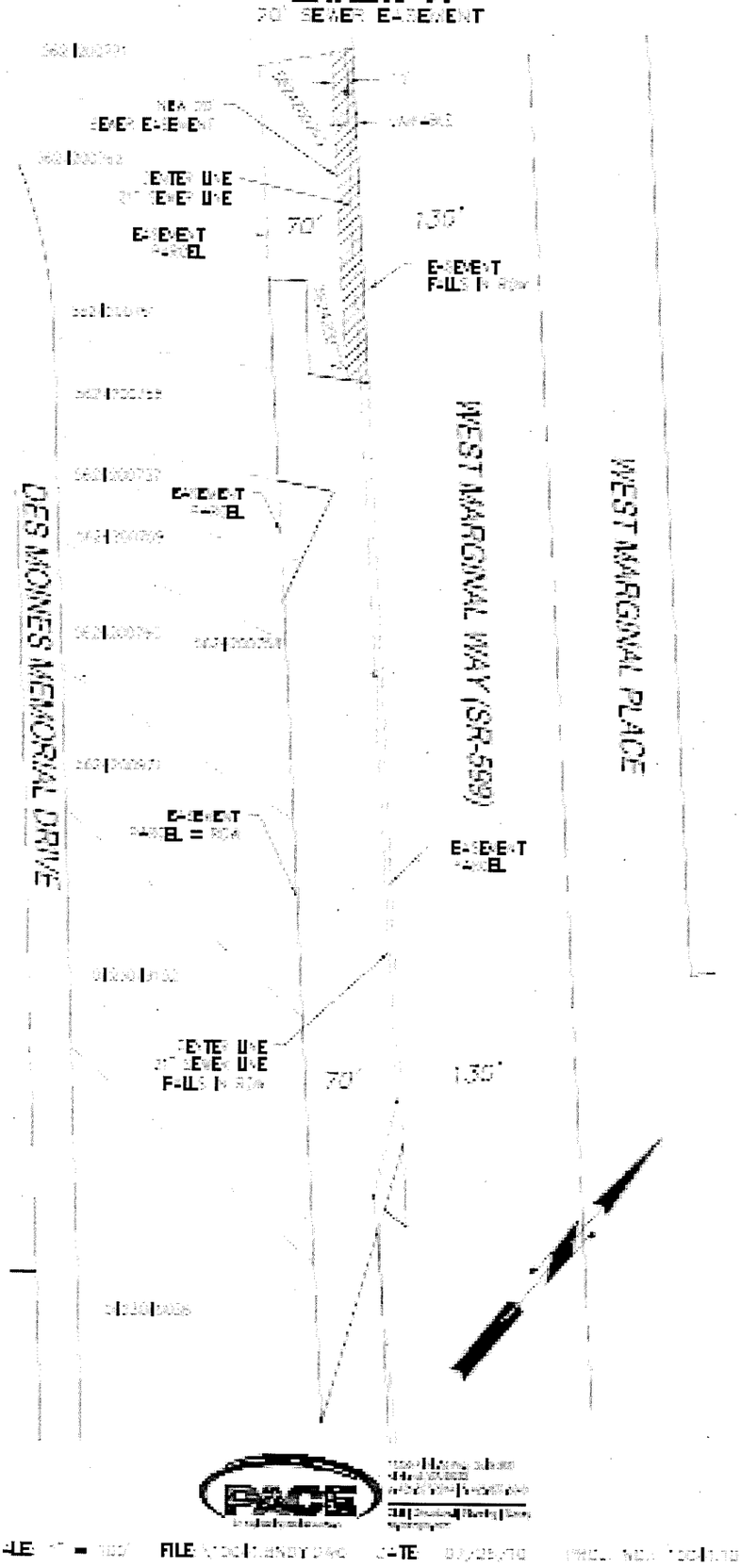
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(notary seal)

Signature: _____

Print name: _____
Notary Public in and for the State of Washington
Residing at:_____
My commission expires:_____

EXHIBIT A


WEST MARGINAL PLACE
WEST MARGINAL WAY (SR-599)
DES MOINES MEMORIAL DRIVE
70'
130'
70'
130'

Form revised: December 6, 2011

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle City Light	Lynn Best/386-4586	Calvin Chow/684-4652

Legislation Title:

AN ORDINANCE relating to the City Light Department, authorizing the Superintendent or his designee to grant an easement for a sewer main to Valley View Sewer District over a portion of The City of Seattle's fee-owned transmission corridor located in Tukwila, Washington, and ratifying and confirming certain prior acts.

Summary of the Legislation:

This legislation authorizes the Superintendent or his designee to grant an easement for a sewer main to the Valley View Sewer District over a portion of The City of Seattle's fee-owned transmission corridor located in Tukwila, Washington.

Background:

The City of Seattle ("City") acquired ownership of a portion of its transmission corridor located in Tukwila, Washington by quitclaim deed from the State of Washington dated January 20, 1965, recorded under King County Auditor's File No. 5839093, and accepted by City Ordinance No. 89535.

Valley View Sewer District has owned and operated an above-grade, 21-inch diameter steel gravity sewer main within a portion of the property conveyed to the City by the State since 1957. When Valley View Sewer needed to rebuild this sewer line in 2011, it was determined that they did not have appropriate rights for operation and maintenance of their sewer line within the transmission corridor.

Both the City and Valley View Sewer District would like to enter into an easement agreement to clarify and memorialize the rights under which Valley View Sewer District may continue to access City property and operate and maintain its sewer main. Valley View Sewer District will maintain its easement area and the access road, relieving City Light of that responsibility and providing a benefit to the City Light Department.

__X__ **This legislation does not have any financial implications.**

City of Seattle
Office of the Mayor

May 15, 2012

Honorable Sally J. Clark
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Clark:

I am pleased to transmit the attached proposed Council Bill that declares as surplus and authorizes the Superintendent of Seattle City Light to grant an easement to the Valley View Sewer District, to operate and maintain a sewer main over a portion City Light's transmission corridor in Tukwila, Washington.

City Light acquired ownership of this portion of its transmission corridor in January, 1965. The Valley View Sewer District has owned and operated a 21-inch sewer main within this property since 1957, before the City's ownership. When Valley View needed to rebuild its sewer line in 2011, it was determined that the District did not have appropriate rights for operation and maintenance of their sewer line within City Light's transmission corridor.

This legislation will require a public hearing pursuant to RCW 35.94.040.

This easement will enable the Valley View Sewer District to operate and maintain their existing sewer main. Valley View will also maintain this portion of the transmission corridor and an access road, both beneficial to City Light. Thank you for your consideration of this legislation. Should you have questions, please contact Lynn Best at 386-4586.

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

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?**

None.

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?**

None.

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

Yes.

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. See vicinity map at Attachment A.

h) **Other Issues:**

None.

List attachments to the fiscal note below:

Attachment A: Vicinity Map – Valley View Sewer District Easement

Attachment A

Vicinity Map – Valley View Sewer District Easement

Attachment A to Fiscal Note