#5

Carolyn Johnson
SPU STS Easements ORD
May 30, 2012
Version #5

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL 117537

AN ORDINANCE relating to Seattle Public Utilities; authorizing the granting of nonexclusive easement rights to Puget Sound Energy and King County for access along and across portions of the City of Seattle's fee-owned property in Section 29, Township 24 North, Range 4 East, W.M., in King County, Washington.

WHEREAS, as authorized in Council Bill Number 115938 and Ordinance Number 122445, Seattle Public Utilities (SPU) acquired four properties in the South Park area generally bounded on the south by S. Kenyon Street, on the west by State Route 509, on the north by S. Holden St, and on the east by State Route 99; in order to construct a new solid waste facility to replace the existing transfer station; and

WHEREAS, as provided for in Clerk File 310784, the City Council granted SPU's vacation petition for a portion of 2nd Avenue South from the north margin of South Kenyon Street to the southwest margin of State Route 99 also known as West Marginal Way South; and the vacation of South Chicago Street from the east margin of 2nd Avenue South to the southwest margin of State Route 99 where the right-of-way separated SPU's proposed development site; and

WHEREAS, the property acquisitions and street vacations provide an adequate site for the development of SPU's South Transfer Station project that includes a 110,000 square foot transfer station building, access roads, scales, fueling station, parking area, and employee facilities; and

WHEREAS, King County Department of Natural Resources and Parks requires a permanent utility easement for a portion of the Wastewater Treatment Division's Renton Effluent Transfer Station, a 96-inch sewer force main that shall remain in the vacated right-of-way; and

WHEREAS, Puget Sound Energy requires a permanent utility easement for the purpose of maintaining a portion of a underground gas utility system used for the transmission and distribution of Puget Sound Energy natural gas; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Director of Seattle Public Utilities, the Seattle Department of Transportation Director is authorized to grant easements for access across and along a portion

COUNCIL CLERK

of the City of Seattle's South Transfer Station legally described in Exhibits A and Exhibits B of Attachments 1 and 2 to this Ordinance to meet conditions in Clerk's File 310784.

Section 2. The Director of the Seattle Department of Transportation is authorized to execute the easement agreements substantially in the form shown in Attachment 1 and Attachment 2.

Section 3. The easements authorized by this ordinance shall take effect 31 days after the City Council has adopted an Ordinance vacating the street as approved in Clerk File 310784.

COUNCIL CLERK

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.

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 Agreement with Puget Sound Energy
Attachment 2: Easement Agreement with King County

Carolyn Johnson
SPU STS Easements ORD ATT 1
June 6, 2012
Version #2

ATTACHMENT 1

Recording Requested By And
When Recorded Mail To:

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

Permanent Easement

Reference #s of Documents Released or Assigned: NA
Grantor(s): The City of Seattle
Grantee(s): Puget Sound Energy, Inc.
Legal Description (abbreviated): A por of Gov't Lot 16, Sect, 29, Twp, 24 N, R 4 E, W.M.
Assessor's Tax Parcel #: 732840-1175 and 292404-9099

R\W 2011-026-001

For and in consideration of One Dollar ($1.00) and other valuable consideration in hand paid, **THE CITY OF SEATTLE, a municipal corporation of the State of Washington, acting by and through Seattle Public Utilities,** as their interest may appear or after acquired ("Grantor" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.,** a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along, across, and through the following described real property ("Property" herein) in King County, Washington:

(732840-1175) Lots 36, 37 and 38, Block 28, first addition to River Park, according to the Plat thereof recorded in Volume 8 of Plats, Page 65, in King County, Washington; together with that portion of Second Avenue South as vacated by City of Seattle ordinance number 116403; except that portion thereof deeded to the City of Seattle for West Marginal Way extension under deed recorded under recording number 3186886; and except that portion thereof deeded to the State of Washington for Secondary State Highway 1-K under deed recorded under Recording Number 4965541; and

Lots 29 through 45, inclusive, Block 27, lying West of Marginal Way South as conveyed to State of Washington by deed recorded under Recording Number 4965541, first addition to River Park, according to plat thereof recorded in Volume 8 of Plats, page 65, in King County, Washington; except that portion deeded to the State of Washington recorded under Recording Number 8804050533; and except that portion thereof deeded to the state of Washington by deed recorded under Recording No. 9512271457; and

COUNCIL CLERK

ATTACHMENT 1

(292404-9099) Parcel B of City of Seattle, Short Plat No. 80-39, according to short plat recorded under King County Recording No. 8010240862, being a portion of Government Lot 16 in Section 29, Township 24 North, Range 4 East, W.M., in King County, Washington; together with that portion of Second Avenue South as Vacated by City of Seattle Ordinance Number 116403; except that portion thereof deeded to the State of Washington by deed recorded under Recording No. 9512271457;

TOGETHER with those portions of Second Avenue South and South Chicago Street, as described in Seattle Department of Transportation's Clerk File No. 310784, approved for vacation by Seattle's City Council on October 4, 2010.

EXCEPT as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the property described in Exhibit "A" and "B" herein attached.

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of gas. Such systems may include, but are not limited to:

Underground facilities. Pipes, pipelines, mains, laterals, conduits, regulators and feeders for gas; 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 necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

CLERK

ATTACHMENT 1

2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

4. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

5. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

6. 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.

This agreement and each of the terms, provisions, conditions and covenant herein, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successor and assigns.

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Carolyn Johnson
SPU STS Easements ORD ATT 1
June 6, 2012
Version #2

ATTACHMENT 1

Dated this _____ day of _____, 2012.
GRANTEE:

PUGET SOUND ENERGY, INC.

BY: _____
Jennifer Altschuler, Supervisor Real Estate

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jennifer Altschuler, to me known to be the person who signed as Supervisor Real Estate of Puget Sound Energy, Inc., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed and the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instrument on behalf of said corporation.

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

_____
(Signature of Notary)

_____
(Print or stamp name of Notary)

Notary Public in and for the State of Washington, residing
at_____

My Appointment Expires:_____

COUNCIL CLERK

Carolyn Johnson
SPU STS Easements ORD ATT 1
June 6, 2012
Version #2

ATTACHMENT 1

GRANTOR:

THE CITY OF SEATTLE

BY: _____
Director, Seattle Public Utilities

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person(s) who signed as _____, of **Seattle Public Utilities, acting on behalf of THE CITY OF SEATTLE**, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be _____ free and voluntary act and deed and 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 the said instrument on behalf of said municipal corporation.

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

_____
(Signature of Notary)

_____
(Print or stamp name of Notary)

Notary Public in and for the
State of Washington, residing
at _____

My Appointment Expires: _____

COUNCIL CLERK

ATTACHMENT 1
EXHIBIT "A"

NATURAL GAS EASEMENT

FROM SOUTH KENYON ST. NORTHERLY TO 2ND AVE. SOUTH

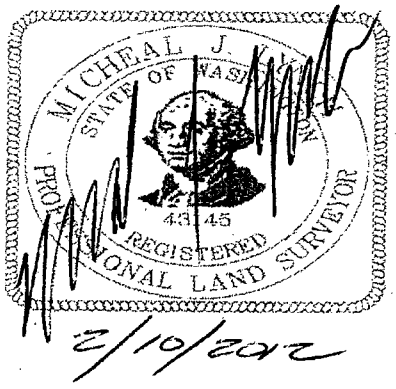
A STRIP OF LAND 10 FEET IN WIDTH SITUATED IN THAT PORTION OF GOVERNMENT LOT 16 IN SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, W. M., SITUATED IN THE CITY OF SEATTLE, KING COUNTY, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE MONUMENT AT THE INTERSECTION OF THE MONUMENT LINES FOR SOUTH KENYON STREET AND THE CENTERLINE OF 2ND AVE SOUTH TO THE SOUTH WHICH BEARS S 88°15'09" E AND 726.26 FEET FROM THE CENTERLINE MONUMENT AT SOUTH KENYON STREET AND OCCIDENTAL AVE SOUTH;

THENCE N 31°21'27" E 28.65 FEET TO THE INTERSECTION WITH FOUR INCH GAS LINE, SAID POINT BEING THE TRUE POINT OF BEGINNING;

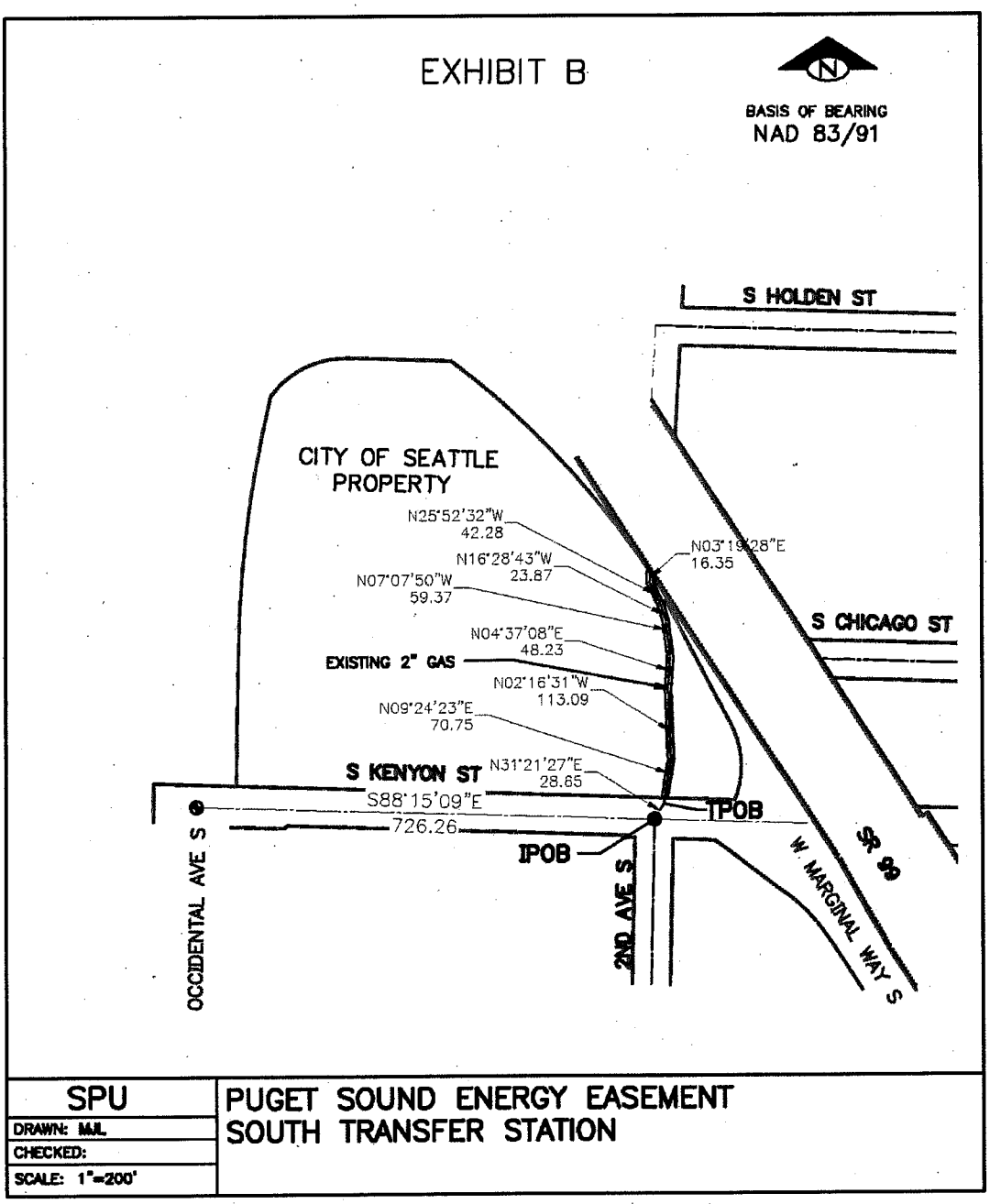
THENCE N 9°24'23" E, 70.75 FEET; THENCE N 2°16'31" W, 113.09 FEET; THENCE N 4°37'08"E, 48.23 FEET; THENCE N 7°07'50" W, 59.37 FEET; THENCE N 16°28'43"W, 23.87 FEET; THENCE N 25°52'32" W, 42.28 FEET, MORE OR LESS TO AN INTERSECTION WITH A TWO INCH GAS LINE; THENCE N 03°19'28" E, 16.35 TO THE STREET RIGHT-OF-WAY AND THE TERMINUS OF SAID EASEMENT.

OUTSIDE LINES OF EASEMENT MAY BE LENGTHENED OR SHORTENED TO MATCH CITY OF SEATTLE PROPERTY.



Carolyn Johnson
SPU STS Easements ORD ATT 1
June 6, 2012
Version #2

ATTACHMENT 1



Carolyn Johnson
SPU STS Easements ORD ATT 2
June 6, 2012
Version #2

ATTACHMENT 2

When Recorded Mail To:
King County
Wastewater Treatment Division
Mailstop: KSC – NR – 0512
201 South Jackson Street, Suite 512
Seattle, WA 98104-3855

Permanent Easement

Reference #s of Documents Released or Assigned: NA
Grantor(s): The City of Seattle
Grantee(s): King County Wastewater Treatment Division
Legal Description (abbreviated): A por of Gov't Lot 16, Sect, 29, Twp, 24 N, R 4 E, W.M.
Assessor's Tax Parcel #: 732840-1175 and 292404-9099

R\W 2011-026-004

The **CITY OF SEATTLE,** a Washington State municipal corporation, acting through Seattle Public Utilities ("Grantor");in consideration of $1.00 and other valuable consideration; conveys to KING COUNTY, Department of Natural Resources and Parks, Wastewater Treatment Division, a political subdivision of the State of Washington ("Grantee"); a nonexclusive perpetual easement ("Easement")for the purposes identified in this easement; over, under, along, across, and through the following-described real property ("Property") located in King County, Washington:

(APN #732840-1175) Lots 36, 37 and 38, block 28, first addition to River Park, according to the plat recorded in Volume 8 of Plats, page 65, in King County, Washington; together with that portion of Second Avenue South as vacated By City Of Seattle Ordinance Number 116403; except that portion thereof deeded to the City of Seattle for West Marginal Way Extension under deed recorded under Recording Number 3186886; and except that portion deeded to the State of Washington for Secondary State Highway 1-K under deed recorded under Recording Number 4965541; and

Lots 29 through 45, inclusive, Block 27, lying west of Marginal Way South as conveyed to State of Washington by deed recorded under Recording Number 4965541, First Addition to River Park, according to plat recorded in Volume 8 of Plats, page 65, in King County, Washington; except that portion deeded to the State of Washington recorded under Recording Number 8804050533; and except that portion deeded to the State of Washington by deed recorded under Recording No. 9512271457; and (APN #292404-9099) Parcel B of City of Seattle, Short Plat No. 80-39, according to short plat recorded under King County Recording No. 8010240862,

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ATTACHMENT 2

being a portion of Government Lot 16 in Section 29, Township 24 north, Range 4 east, W.M., in King County, Washington; together with that portion of Second Avenue South as vacated by City of Seattle Ordinance Number 116403; except that portion deeded to the State of Washington by deed recorded under Recording No. 9512271457; and

TOGETHER with those portions of 2nd Avenue South and South Chicago Street, as described in Seattle Department of Transportation's Clerk File No. 310784, approved for vacation by Seattle's City Council on October 4, 2010;

EXCEPT as may be otherwise set forth in this Easement the Grantee's rights shall be exercised upon that portion of the property described in Exhibit "A" and "B" attached to this Easement ("Easement Area").

Purpose. Grantee shall have the right to use the Easement Area for: re-constructing, operating, maintaining, removing, repairing, replacing, and using an existing sewer pipeline with all associated connections, manholes, and appurtenances; together with the right of ingress to and egress from the Property for the described purposes and all other purposes necessary or incidental to; the ownership, use, operation, maintenance, inspection, repair, replacement, renovation, improvement, removal ,and enhancement of; one or more underground tunnels and pipelines together with any and all relative vaults, meters, monitoring equipment, conduits, wires and other necessary and convenient equipment and appurtenances, including, but not limited to, all utility lines or equipment servicing the pipelines and related equipment and appurtenances located within the Easement Area (collectively, the "Easement Improvements").

The Grantor and Grantee, by accepting and recording this Easement, mutually agree as follows:

1. Grantee shall have the right to use the Easement Area for all purposes necessary or incidental to Grantee's, ownership, use, operation, maintenance, inspection, repair, replacement, renovation, improvement, removal and enhancement of an existing sewer pipeline and related Easement Improvements. Grantee's rights shall include, but not limited to: the right to install, construct, operate, maintain, modify, repair, replace, improve, remove, and use the pipelines, pipeline supports and all utility lines or wires within the Easement Area for any related uses as Grantee may now or hereafter deem appropriate including; the addition, removal, or replacement of the Easement Improvements at the Grantee's election, either in whole or in part with either like or different size pipe, and the installation of additional pipelines, utilities and facilities and equipment now or hereafter associated with the Easement Area. All Easement Improvements of any kind that are now

COUNCIL

or hereafter acquired, constructed, or installed within the Easement Area shall at all times remain the Grantee's property.

2. Except in the event of an emergency; prior to any construction, work or any other activity by the Grantee that requires use of the subsurface of the Property within the Easement Area, Grantee shall notify Grantor in writing and shall provide Grantor with a copy of all plans and specifications for such proposed construction activity for review at least 30 days prior to commencing any construction. Grantee shall not commence such construction, work or activity until it has received the Grantor's prior written consent that the Grantee's proposed construction, work or activity will not interfere with Grantor's facilities or operations. Grantor's review and, if applicable, approval of Grantee's plans and specifications shall be strictly limited to the facilities or excavation shown on the plans and specifications submitted to Grantor. Grantor's consent shall in no event constitute or be construed as a certification of the adequacy or sufficiency of the Grantee's plans and specifications nor whether the Grantee's construction, work, or activity complies with other applicable laws, building codes and other governmental rules and regulations. If there is an imminent risk of loss of life, health, or property however; then the Grantee may perform work within the Easement Area without prior notice to Grantor, and shall notify Grantor as soon as reasonably possible after discovery of the imminent risk.

   Grantee shall, upon completing construction of any Easement Improvements described in this Easement, remove all debris and restore the surface of the above described Property as nearly as possible to the condition in which it existed at the effective date of this Easement.

3. Grantee shall, if the above described Property is disturbed by the maintenance, removal, repair or replacement of the Easement Improvements specified in this Easement, restore the surface of the above-described Property as nearly as possible to the condition in which it existed at the start of the maintenance, removal, repair, or replacement.

4. Grantor shall have all other rights to use the Property, so long as the use does not interfere with the easement rights of Grantee and does not obstruct or endanger the usefulness of any Easement Improvements now or hereafter maintained by Grantee in the Easement Area. Except in the event of an emergency, prior to any construction work or any other activity by the Grantor that requires use of the subsurface of the Easement Area; the Grantor shall notify Grantee in writing and shall provide Grantee with a copy of all plans and specifications for such proposed construction activity for review at least 30 days prior to starting construction. Grantor shall not start construction, work, or other activity unless it has received Grantee's prior written consent that the Grantor's proposed construction, work, or activity will not interfere with Grantee's rights under this Easement. Grantee's review and, if applicable, approval of Grantor's plans and specifications shall be strictly

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limited to the facilities and excavation shown on the plans and specifications submitted to Grantee; and shall in no event constitute a certification of the adequacy or sufficiency of the Grantor's plans and specifications nor whether the Grantor's construction, work, or activity complies with other applicable laws, building codes, and other governmental rules and regulations. If, however, there is an imminent risk of loss of life, health or property then Grantor may perform work within the Easement Area without prior notice to Grantee, and shall notify Grantee as soon as reasonably possible after discovering the imminent risk.

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ATTACHMENT 2

5. Except as otherwise provided in this Easement and after the date of this Easement; the construction, installation or maintenance of any structures, whether temporary or permanent; shall be absolutely prohibited within the above-described Easement Area and shall be deemed an unreasonable interference with Grantee's easement rights unless specifically approved in writing by the Grantee. Moreover, as to such non-approved structures the provisions of Paragraph 2 and 3 shall not apply.

6. Any notices required or permitted under this Easement shall be personally delivered or sent by certified mail, return receipt requested and shall be deemed given three days after the date when mailed, or deemed given one business day after personal delivery. All notices shall be sent to the following addresses:

To Grantee:	King County DNRP Wastewater Treatment Division Attn: RC&LAS Supervisor Mailstop: KSC-NR-0512 201 South Jackson Street, Suite 503 Seattle, WA 98104-3855
To Grantor	Seattle Public Utilities Facilities & Real Property R\W 2011-026-004 PO Box 34018 Seattle, WA 98124-4018

7. This Easement is appurtenant to and shall run with all real property and real property interests and easements now owned or hereafter acquired by Grantee, which Grantor acknowledges will include an existing sewer pipeline, and related facilities operated by Grantee for sewage treatment, water pollution abatement, and water reuse purposes; and shall inure to the benefit of Grantee, its successors and assigns, and shall be binding upon the Property and the Grantor, and its heirs, representatives, successors, and assigns. King County shall have the right to assign its rights under this Easement, in whole or in part.

ATTACHMENT 2

Dated this _____ day of _____, 2012.

GRANTOR:

THE CITY OF SEATTLE

BY: _____
Director, Seattle Public Utilities

Approved by GRANTEE:

KING COUNTY, Department of Natural Resources and Parks,
Wastewater Treatment Division

BY: _____
Its: _____

Approved as to form by King County Prosecuting Attorney's Office: _____

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared_____, to me known to be the _____ of King County, a political subdivision of the State of Washington, through its Wastewater Treatment Division, who executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said County for the uses and purposes therein mentioned; and on oath stated that s/he was authorized to execute the said instrument

WITNESS my hand and official seal hereto affixed the day and year first above written.

_____
(Signature of Notary)

_____
(Print or stamp name of Notary)

ATTACHMENT 2

Notary Public in and for the State of Washington, residing
at_____

My Appointment Expires:_____

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person(s) who signed as_____, of **Seattle Public Utilities, acting on behalf of THE CITY OF SEATTLE**, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be _____ free and voluntary act and deed and the free and voluntary act of said municipal corporation for the uses and purposes therein mentioned; and on oath stated that _____ was authorized to execute the said instrument on behalf of said municipal corporation.

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

_____
(Signature of Notary)

_____
(Print or stamp name of Notary)

Notary Public in and for the State of Washington, residing
at_____

My Appointment Expires: _____

COUNCIL CLERK

ATTACHMENT 2
EXHIBIT "A"

SEWER EASEMENT

FROM SOUTH KENYON ST. ALONG THE WEST SIDE OF SR-99 TO SOUTH HOLDEN ST.

A STRIP OF LAND VARYING IN WIDTH SITUATED IN THAT PORTION OF GOVERNMENT LOT 16 IN SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, W. M., SITUATED IN THE CITY OF SEATTLE, KING COUNTY, BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE EXCEPT A PORTION ON THE WESTERLY SIDE BEING 5.5 FEET IN WIDTH:

BEGINNING AT THE MONUMENT AT THE INTERSECTION OF THE MONUMENT LINES FOR SOUTH KENYON STREET AND THE CENTERLINE OF 2ND AVE SOUTH TO THE SOUTH WHICH BEARS S 88°15'09" E AND 726.26 FEET FROM THE CENTERLINE MONUMENT AT SOUTH KENYON STREET AND OCCIDENTAL AVE SOUTH;

THENCE S 88°14'28"E ALONG SOUTH KENYON STREET 240.00 FEET TO THE INTERSECTION WITH A KING COUNTY METRO LINE AS SHOWN ON METRO PLAN SET UNDER CONTRACT NUMBER W/F 21-85 AND TITLED RENTON EFFLUENT TRANSFER SYSTEM, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE N 32°59'04" W, 452.94 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, ALSO A CHANGE IN THE WESTERLY EASEMENT WIDTH FROM 10 FEET IN WIDTH TO 5.5 FEET IN WIDTH, HAVING A RADIUS OF 1354.49 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°48'16" AND A DISTANCE OF 255.42 FEET; TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 541.83 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°09'43" A DISTANCE OF 44.60 FEET TO A CHANGE IN THE WESTERLY EASEMENT WIDTH FROM 5.5 FEET TO 10 FEET; THENCE CONTINUING ON SAID CURVE A DISTANCE OF 108.24 FEET TO THE TERMINUS OF SAID STRIP OF LAND FROM WHICH THE INITIAL POINT OF BEGINNING BEARS S 20°02'36" E, 741.06 FEET.

OUTSIDE LINES OF EASEMENT MAY BE LENGTHENED OR SHORTENED TO MATCH CITY OF SEATTLE PROPERTY.

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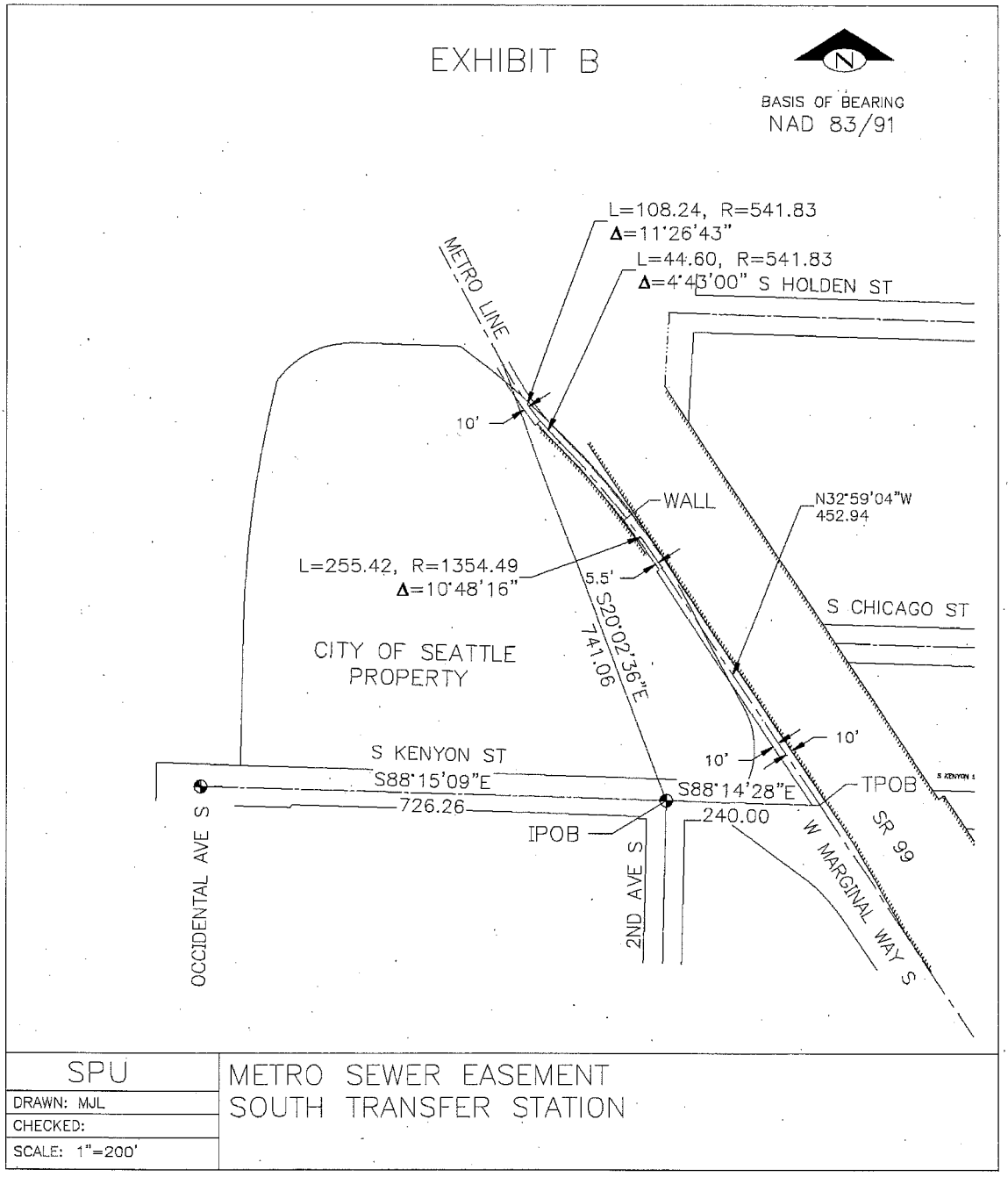
Carolyn Johnson
SPU STS Easements ORD ATT 2
June 6, 2012
Version #2

ATTACHMENT 2



COUNCIL CLERK

Carolyn Johnson
SPU STS Easement ORD FISC
June28, 2012
Version #4

Form revised: December 6, 2011

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle Public Utilities	Henry Friedman/3-9147	Karl Stickel/4-8085

Legislation Title: AN ORDINANCE relating to Seattle Public Utilities; authorizing the granting of nonexclusive easement rights to Puget Sound Energy and King County for access along and across portions of the City of Seattle's fee-owned property in Section 29, Township 24 North, Range 4 East, W.M., in King County, Washington.

Summary of the Legislation:
The legislation would: 1) grant a non-exclusive perpetual easement to Puget Sound Energy for PSE to maintain a gas main; and 2) grant a non-exclusive perpetual easement to King County to maintain a 15-inch wastewater mainline on property owned by Seattle Public Utilities.

Background:
Seattle Public Utilities built its new transfer station in South Park over two former street rights-of-way that contain buried utilities. The street rights-of-way are being vacated in a separate process. Puget Sound Energy's gas line was relocated from the Second Avenue South right-of-way to the edge of the South Transfer Station property and an easement is needed to replace the former right-of-way where the gas line was located. Attachment 1 to the ordinance references this easement agreement.

King County Metro operates a major wastewater line that passes through a portion of the South Chicago Street right-of-way. With the vacation of that portion of South Chicago Street, an easement for King County is needed to replace the former right-of-way. Attachment 2 to the ordinance references this easement agreement.

Please check one of the following:

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

____ **This legislation has financial implications.**

This legislation does not change the adopted 2012 appropriations for the South Transfer Station Rebuild Project budget (project C2302, BCL 230B New Facilities). A portion of this budget already includes costs for permitting and approvals, which includes the cost of preparing the easements.

COUNCIL CLERK

Other Implications:

a) **Does the legislation have indirect financial implications, or long-term implications?**
No. The easements will provide utility access rights similar to those in the street rights-of-way being vacated.

b) **What is the financial cost of not implementing the legislation?**
If the easements are not granted, PSE and King County could relocate their utilities into an adjacent street right-of-way and ask the City of Seattle to reimburse them for the cost of relocating these utilities. The cost of relocating the gas line and County line could be significant.

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 City has no practical alternative because the gas line has been relocated and the issuance of an easement was a condition of relocation under the street vacation process. Likewise, the County line is already in place and it is impractical and too costly to relocate it.

e) **Is a public hearing required for this legislation?**
No

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

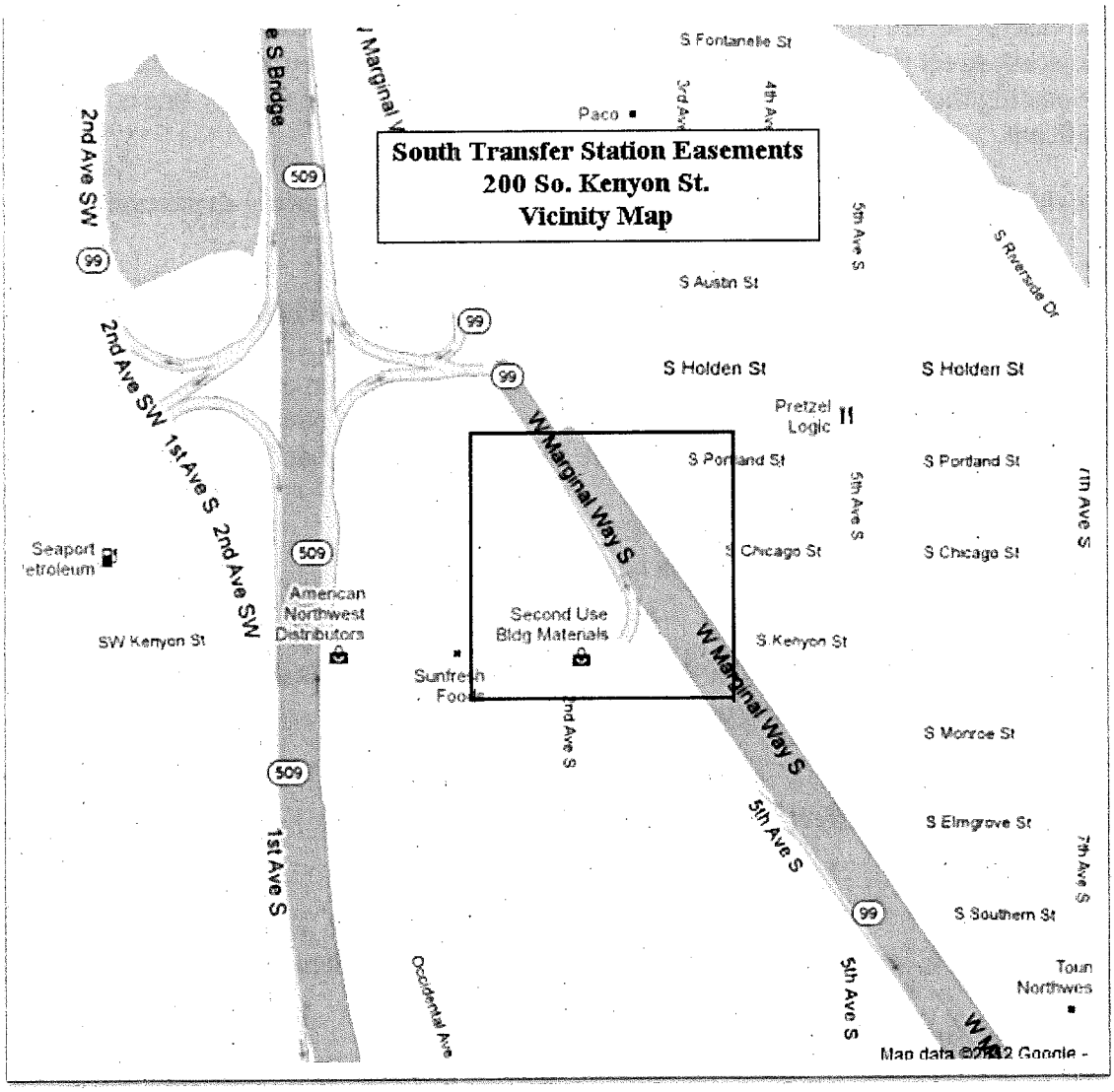
h) **Other Issues:**
A vicinity map is attached showing the area of the proposed easements.

List attachments to the fiscal note below:
Vicinity Map 1

COUNCIL CLERK

Carolyn Johnson
SPU STS Easements ORD FISC Exhibit A
June 29, 2012
Version 1

Exhibit A



COUNCIL CLERK

City Of Seattle
Office of the Mayor

July 17, 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 would authorize Seattle Public Utilities (SPU) to grant Puget Sound Energy and King County non-exclusive perpetual easements for access across part of SPU's South Transfer Station property.

SPU acquired four parcels in the South Park area to construct the recently opened solid waste transfer station in South Park. Within these parcels there is 20,000 square feet of right-of-way. The City Council in 2010 approved SPU's request for two street vacations conditioned upon SPU building the South Transfer Station with an array of public benefits and other design requirements. The Council also required SPU to resolve utility easement issues with Puget Sound Energy (PSE) and King County's Wastewater Division, which maintain assets in the vacated street rights-of-way. Granting these easements for PSE's natural gas line and King County's sewer main is critical to SPU meeting the conditions of the street vacation.

This legislation is an important milestone in the completion of a major improvement in Seattle's solid waste and recycling system. If you have any questions, please feel free to contact Henry Friedman at 3-9147.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Michael McGinn, Mayor
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