

14

John Bresnahan
SCL Boeing Drainline Esmt ORD
June 18, 2012
Version #1

CITY OF SEATTLE
ORDINANCE _____
COUNCIL BILL 117551

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AN ORDINANCE relating to the City Light Department; declaring certain real property rights surplus to utility needs; authorizing the Superintendent to grant an easement to The Boeing Company for a stormwater drain pipe over a portion of the City's Georgetown Steam Plant Flume Property; accepting payment for the true and full value of the easement; and ratifying and confirming certain prior acts.

WHEREAS, The Boeing Company ("Boeing"), The City of Seattle ("City"), and King County are cooperating in remediating sediment contamination in Slip 4, an Early Action Cleanup Area of the Lower Duwamish Waterway Superfund Site; and

WHEREAS, the U.S. Environmental Protection Agency ("EPA") has required Boeing to install and operate a stormwater treatment system at North Boeing Field to prevent recontamination of Slip 4 following remediation; and

WHEREAS, Boeing has proposed to locate a stormwater drainage by-pass pipe on a portion of the Georgetown Steam Plant Flume Property ("Property") as part of the required stormwater treatment system; and

WHEREAS, the City granted a Temporary Construction Easement to Boeing for installation of the stormwater drainage by-pass pipe on a portion of the Property so that Boeing could meet its regulatory obligations to the EPA, and as part of that agreement, the City has agreed to sell to Boeing, and Boeing has agreed to purchase from the City, subject to approval by the Seattle City Council, an underground easement for operation and maintenance of the stormwater drainage by-pass pipe on a portion of the Property;
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 generating plant are no longer needed exclusively for the City of Seattle's utility purposes, over, across, under and upon the property described in Exhibit A to Attachment 1 hereto, and are declared surplus to City needs.



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Section 2. The Superintendent of the City Light Department or his designee is authorized to execute for and on behalf of The City of Seattle, a Stormwater Drain Pipe Easement to The Boeing Company substantially in the form of Attachment 1 hereto.

Section 3. The City Light Department is authorized to accept payment for the Stormwater Drain Pipe Easement from The Boeing Company in the amount of \$65,000 and to deposit the proceeds in the City Light Fund.

Section 4. Any act consistent with the authority of this ordinance taken prior to its effective date is hereby ratified and confirmed.

Section 5. 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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1 Passed by the City Council the ____ day of _____, 2012, and
2 signed by me in open session in authentication of its passage this
3 ____ day of _____, 2012.

4 _____
5 _____
6 President _____ of the City Council

7
8 Approved by me this ____ day of _____, 2012.

9
10 _____
11 Michael McGinn, Mayor

12
13
14
15
16
17 Filed by me this ____ day of _____, 2012.

18
19 _____
20 Monica Martinez Simmons, City Clerk

21 (Seal)

22
23
24
25 Attachment 1: Stormwater Drainage Pipe Easement



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Attachment 1

When Recorded Return to:

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

STORMWATER DRAINAGE PIPE EASEMENT

Grantor(s):	THE CITY OF SEATTLE
Grantee:	THE BOEING COMPANY
Abbreviated Legal Description:	Ptn Sec 29, Twp 24 N, Rge 4 E, W.M.
Assessor's Property Tax Parcel Account Number:	700670-0570
Seattle City Light PM Number:	240429-1-026

THIS STORMWATER DRAINAGE PIPE EASEMENT ("Easement") is made by and between THE CITY OF SEATTLE, a municipal corporation of the State of Washington, acting by and through its CITY LIGHT DEPARTMENT, hereinafter called the "Grantor", and THE BOEING COMPANY, a Delaware corporation, hereinafter called the "Grantee". Grantor is the owner of real property located in The City of Seattle commonly known as the Georgetown Steam Plant Flume Property ("Property"), more particularly described in Exhibit A, attached hereto.

RECITALS

WHEREAS, The Boeing Company ("Boeing"), The City of Seattle ("City"), and King County are cooperating in remediating sediment contamination in Slip 4, an Early Action Cleanup Area of the Lower Duwamish Waterway Superfund Site; and



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WHEREAS, the U.S. Environmental Protection Agency ("EPA") has required Boeing to install and operate a stormwater treatment system at North Boeing Field to prevent recontamination of Slip 4 following remediation; and

WHEREAS, Boeing has proposed to locate a stormwater drainage by-pass pipe on a portion of the Property as part of the required stormwater treatment system; and

WHEREAS, the City has granted a Temporary Construction Easement to Boeing for installation of the stormwater by-pass pipe on a portion of the Property, and as part of that agreement, the City has agreed to sell to Boeing, and Boeing has agreed to purchase from the City, subject to approval of the Seattle City Council, an underground easement for operation and maintenance of the stormwater drainage by-pass pipe on a portion of the Property;

NOW THEREFORE, the City as Grantor and Boeing as Grantee agree as follows:

AGREEMENT

1. Grant of Easement. The Grantor, for and in consideration of the compensation described in Section 3 below, grants to the Grantee an underground easement under, across and through a portion of the Property legally described in **Exhibit B** attached hereto (the "Easement Area"), and illustrated in **Exhibit C** attached hereto, for the purposes described below.

2. Effective Date. This Easement shall become effective thirty (30) days after adoption of an Ordinance authorizing the same by the Seattle City Council, and approval by the Mayor of the City of Seattle.

3. Payment for the Easement. Grantee shall pay Grantor Sixty-Five Thousand and 00/100 Dollars (\$65,000.00) for this Easement.

4. Purpose of the Easement. The Grantee, its contractors, agents, and permittees, shall have the right to occupy and use the Easement Area for the purpose of constructing, reconstructing, replacing, operating, maintaining, and using a subsurface gravity flow stormwater conveyance pipeline, and all associated manholes, piping, and appurtenances ("Pipeline"); the specifications and location of which are generally depicted in **Exhibit D** attached hereto.

5. Grantee's Use of the Easement Area. Grantee's right to use the Easement Area is limited by the purpose and conditions of use described in this Easement. Grantee's right to use the Easement Area shall be exclusive subject to Grantor's reserved rights described in Paragraph 7 below. Grantee is responsible for all injury and damage, to persons and property (real and personal) and improvements caused by Grantee's exercise of Grantee's rights or obligations under this Easement, or its use of the Easement Area on or after the effective date of



this Easement. Grantee's responsibility for such injury and damage shall include repair and restoration to the condition existing on the effective date of this Easement of any and all damage to the Grantor's real and personal property, and repair, replacement or restoration to condition existing on the effective date of this Easement of any of Grantor's property within the Easement Area that is damaged or destroyed directly or indirectly by Grantee's exercise of Grantee's rights or obligations under this Easement or Grantee's use of the Easement Area on or after the effective date of this Easement, including, without limitation, structures, facilities, improvements, soil, turf and plants, all at Grantee's sole cost and expense. This Section 5 is not intended to require Grantee to be responsible for losses or damage to the extent attributable to Grantor's negligence.

Except as authorized by this Easement, Grantee shall not release, discharge or dispose of on, under, above or about the Easement Area or the Property any Hazardous Substance (as defined in Paragraph 9 below) or authorize any other person or entity to do so on or after the effective date of this Easement. Grantee is responsible for completing necessary repairs, cleanup, remediation or detoxification of the Easement Area and the preparation and implementation of any closure, remedial or other required plans attributable to the generation, manufacture, production, storage, release, discharge or disposal by Grantee of any Hazardous Substance on or from the Easement Area arising out of Grantee's use and occupation of the Easement Area on or after the effective date of this Easement, except to the extent caused by Grantor.

6. Protection of Grantor's Drainage Facilities. Grantee shall not disturb or alter Grantor's drainline, manholes, or other drainage facilities within the Property. When excavating or trenching within the Easement Area in the vicinity of Grantor's drainage facilities, Grantee shall notify Grantor and allow Grantor to visually inspect any of Grantor's exposed facilities before Grantee or its contractor backfills the trench or excavation. If Grantee or its contractor damages or compromises Grantor's drainage facilities in any way, Grantee, at its sole expense, shall repair such damaged facilities immediately following Grantee notifying and obtaining Grantor's approval for the necessary repairs. Otherwise, Grantor is solely responsible for the operation, maintenance, repair, renewal, and/or replacement of Grantor's drainline, manholes, or other facilities or appurtenances.

7. Grantor's Rights. Grantor reserves the right to enter the Easement Area at all reasonable times to inspect said premises for the purpose of observing the conditions thereof, and the manner of compliance by the Grantee with the terms and conditions of this Easement. Grantor also reserves the right to enter the Easement Area at all reasonable times to perform prudent property management functions as it sees fit, including but not limited to inspecting, operating, maintaining, repairing and replacing of Grantor's drainlines, maintenance holes, or other facilities within the Easement Area or Property. Grantor will notify Grantee at least 48 hours prior to entering the Easement Area to coordinate Grantee's security requirements by calling the Boeing Security non-emergency call center at (206) 655-8800, except in the case of emergency (for emergencies, contact (206) 655-2222).



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

- 8.1 No permanent building, structure, or fire hazard will be constructed, placed or allowed to remain within the Easement Area, with the exception of those improvements described in paragraph 4 above ("Permitted Improvements"). Permitted Improvements shall not be inconsistent 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 Property, Easement Area, or Grantor's or Grantee's facilities.
- 8.2 No vehicles, trailers, cranes, construction equipment, or any other such vehicle or equipment shall be parked or stored within the Easement Area. The Easement Area shall be kept clear at all times.

9. Compliance with Applicable Law and Indemnification. Grantee shall at all times exercise its rights under this Easement and its use of the Easement Area in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee hereby assumes all risk of loss, damage or injury that may result from Grantee's use of the Easement Area on or after the effective date of this Easement, except to the extent caused by Grantor's negligence. Grantee shall indemnify Grantor from and against any and all liability, loss, damage, expense, actions, and claims incurred by Grantor arising from the exercise by Grantee, its servants, agents, employees, contractors, or permittees of the rights granted in this Easement or use of the Easement Area on or after the effective date of this Easement by Grantee, its servants, agents, employees, contractors, or permittees, except to the extent caused by Grantor's negligence. Without limiting the generality of the foregoing, Grantee shall protect, indemnify, hold harmless and defend Grantor and its elected officials, officers and, employees, from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) arising out of or attributable to the generation, manufacture, production, storage, release, discharge or disposal by Grantee, its servants, agents, employees, contractors, or permittees of any Hazardous Waste on or from the Easement Area on or after the effective date of this Easement to the extent arising out of Grantee's use or occupation of the Easement Area on or after the effective date of this Easement or the breach by Grantee of any Environmental Law in connection with Grantee's use or occupation of the Easement Area or Property on or after the effective date of this Easement, including, without limitation, the costs of any required or necessary repairs, cleanup, remediation, or detoxification of the Easement Area or the Property and the preparation and implementation of any closure, remedial or other required plans. This



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indemnity does not apply to any losses, claims, damages or injuries attributable to the negligence or actions of Grantor, its agents or independent contractors.

For purposes of this Easement, the term "Hazardous Substance" includes without limitation (a) those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "hazardous wastes" in any Environmental Law; (b) petroleum products and petroleum byproducts; (c) polychlorinated biphenyls; and (d) chlorinated solvents. The term "Environmental Law" includes any federal, state, municipal or local law, statute, ordinance, regulation, order or rule pertaining to health, industrial hygiene, environmental conditions or Hazardous Substance.

10. No Assignment. The Easement granted by this instrument is solely for the benefit of Grantee, and is personal to Grantee and may not be assigned, nor may ownership of the facilities constructed within the Easement Area be transferred, without the prior written consent of Grantor, provided that Grantee may assign its rights and delegate its duties hereunder to King County, Washington without the prior written consent of Grantor, provided that King County agrees in writing in said assignment to comply with all terms and conditions of this Easement.

11. Notices. Any notices required or permitted under this Easement shall be given in writing and either personally delivered or sent by U.S. Mail, postage prepaid, or sent by nationally recognized overnight courier service with all charges for next business day delivery prepaid, to the addresses as indicated below:

To Grantor: Seattle City Light
Attn: Real Estate Services SMT 3012
700 Fifth Avenue
P.O. Box 34023
Seattle, WA 98124-4023

To Grantee: The Boeing Company
c/o CB Richard Ellis
Attn: Lease Administration
5100 Poplar Avenue, Suite 1000
Memphis, TN 38137

12. Exhibits Incorporated. All exhibits attached hereto, as listed below, are expressly incorporated into and form a part of this Easement:



- Exhibit A: Legal Description of Grantor's Property
- Exhibit B: Legal Description of the Easement Area
- Exhibit C: Illustration of the Easement Area
- Exhibit D: Grantee's As-Built Pipeline Plan

13. Recording. This Easement shall be recorded in the real property records of King County, Washington.

14. Binding Effect. The property rights granted by this Easement, and the duties, restrictions, limitations, and obligations created by this Easement, shall run with the land, shall burden the land, and shall be binding upon the Grantee and the Grantor and their respective successors and assigns.

15. Termination This Easement and all of Grantee's rights hereunder shall terminate in the event that: (i) Grantee ceases to use its facilities for the purposes permitted hereunder for a continuous period of more than two years or removes the Pipeline, or (ii) Grantee is in default of its obligations under or has violated the terms of this Easement, does not commence a cure within thirty (30) days of City's notice of such default, and does not proceed with diligence to cure such default. No termination of this Easement shall release Grantee or City from any liability or obligation (including without limitation Grantee's obligations under sections 5, 6, 8, 9 and 16 of this Easement) with respect to any matter occurring prior to such termination. Upon termination of this Easement Grantee shall decommission its Pipeline and Facilities pursuant to applicable laws as regulated by Local, State, and Federal agencies. The Grantee agrees to leave the Easement Area in a safe, orderly, fit and sanitary condition after construction and after termination of this Easement.

16. Removal of Pipeline. If Grantee abandons the Pipeline or ceases to use the Pipeline for the purposes permitted hereunder for a continuous period of more than two years, Grantee covenants and agrees that it shall, upon receipt of written demand from Grantor, remove the Pipeline and related facilities entirely from the Easement Area at Grantee's sole expense. If Grantee fails to remove the Pipeline and related facilities as required under this section within ninety (90) days of date of Grantor's written demand for such removal, Grantor may remove the Pipeline and related facilities and Grantee shall reimburse Grantor for the costs of such removal and disposal. At its sole option, Grantor may release Grantee from its obligations under this section 16 by providing written notice of Grantor's intent to take ownership of the Pipeline upon termination of this Easement. If this option is exercised, ownership of the Pipeline shall vest in, and become the property of Grantor, and Grantee shall have no further obligation under this section 16.



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17. Survivability. The indemnities contained herein, along with the stated obligations of Section 15 shall survive termination of this Easement.

Dated this _____ day of _____, 2012.

GRANTOR:

**THE CITY OF SEATTLE
SEATTLE CITY LIGHT**

By: _____

PrintedName: _____

Title: _____

Date: _____

GRANTEE:

THE BOEING COMPANY

By: _____

PrintedName: _____

Title: _____

Date: _____



Exhibit A

Legal Description of Grantor's Property

That portion of Section 29, Township 24 North, Range 4 East, W.M., described as follows:

Commencing at the quarter corner common to Sections 28 and 29, said Township and Range, from which the line common to said Sections bears South 00°49'25" West;
THENCE North 50°57'59" West 1,400.00 feet to an angle point on the northerly meander line of the filled-in bed of the Duwamish River, said point being monumented with a steel railroad rail, being the TRUE POINT OF BEGINNING of this legal description;
THENCE along said meander line South 52°15'43" West 287.04 feet to an existing steel railroad monument;
THENCE along said meander line South 33°27'33" West a distance of 178.90 feet;
THENCE along said meander line South 34°34'45" West a distance of 91.16 feet;
THENCE along said meander line South 15°31'13" West a distance of 54.00 feet;
THENCE along said meander line South 01°08'41" East a distance of 161.94 feet;
THENCE along said meander line South 04°09'14" East a distance of 97.67 feet;
THENCE along said meander line South 17°15'13" West a distance of 79.14 feet to the northerly margin of South Myrtle Street;
THENCE along said northerly margin North 88°51'14" East a distance of 83.27 feet;
THENCE leaving said northerly margin North 13°23'54" East a distance of 338.21 feet;
THENCE North 30°09'39" East a distance of 16.58 feet;
THENCE North 29°23'05" East a distance of 223.05 feet to an existing steel railroad monument;
THENCE North 49°49'22" East a distance of 429.98 feet;
THENCE North 69°35'42" East a distance of 221.07 feet;
THENCE North 38°44'51" West a distance of 361.71 feet;
THENCE South 00°17'18" West a distance of 240.00 feet;
THENCE South 70°51'46" West a distance of 47.37 feet;
THENCE South 45°54'29" West a distance of 191.85 feet to the TRUE POINT OF BEGINNING and the terminus of this legal description.



Exhibit B

Legal Description of Easement Area

Easement Area A

A 12 foot wide strip easement for storm sewer maintenance, ingress and egress thereon; over, under and across a portion of the east half of Section 29, Township 24 North, Range 4 East, W.M., lying 6 feet on either side of the following described centerline:

Commencing at the quarter corner common to Sections 28 and 29, said Township and Range, from which the line common to said Sections bears South $01^{\circ}57'10''$ West; Thence North $49^{\circ}50'14''$ West, 1,400.00 feet to an angle point on the northerly meander line of the filled-in bed of the Duwamish River, said point being monumented with a steel railroad rail; Thence along said meander line South $53^{\circ}23'28''$ West, 168.64 feet to the TRUE POINT OF BEGINNING.

Thence South $14^{\circ}22'41''$ West, 148.55 feet; Thence South $76^{\circ}12'22''$ West, 44.34 feet; Thence South $45^{\circ}06'26''$ West, 186.85 feet; Thence South $02^{\circ}02'21''$ West, 189.95 feet; Thence South $01^{\circ}25'53''$ West, 188.77 feet; Thence South $16^{\circ}48'52''$ East, 13.91 feet to the intersection with the northerly margin of South Myrtle Street, from which the point of commencement bears South $85^{\circ}01'12''$ East, a distance of 1,430.44 feet, and the TERMINUS OF SAID STRIP DESCRIPTION.

The sidelines of said strip of land shall be lengthened or shortened to terminate on the boundaries herein described.

Containing 9,268 square feet, or 0.213 acres more or less.

Easement Area B

A 12 foot wide easement for storm sewer maintenance, ingress and egress thereon; over, under and across a portion of the east half of Section 29, Township 24 North, Range 4 East, W.M., lying 6 feet on either side of the following described centerline:

Commencing at the quarter corner common to Sections 28 and 29, said Township and Range, from which the line common to said Sections bears South $01^{\circ}57'10''$ West; Thence North $49^{\circ}50'14''$ West, 1,400.00 feet to an angle point on the northerly meander line of the filled-in bed



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of the Duwamish River, said point being monumented with a steel railroad rail; Thence along said meander line North 47°02'14" East, 34.72 feet to the TRUE POINT OF BEGINNING.

Thence North 51°28'01" East, 117.89 feet; Thence North 45°02'44" East, 106.72 feet; Thence North 00°10'14" East, 58.12 feet to a point, from which the point of commencement bears South 37°42'51" East, a distance of 1,432.96 feet, and the TERMINUS OF SAID STRIP DESCRIPTION.

The sidelines of said strip of land shall be lengthened or shortened to terminate on the boundaries herein described.

And except that portion lying within King County International Airport Parcel No. LDSM 7140, as filed under King County Recorders No. 20070427900001, records of King County, Washington.

Containing 2,892 square feet, or 0.066 acres more or less.



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Exhibit C

Illustration of the Easement Area

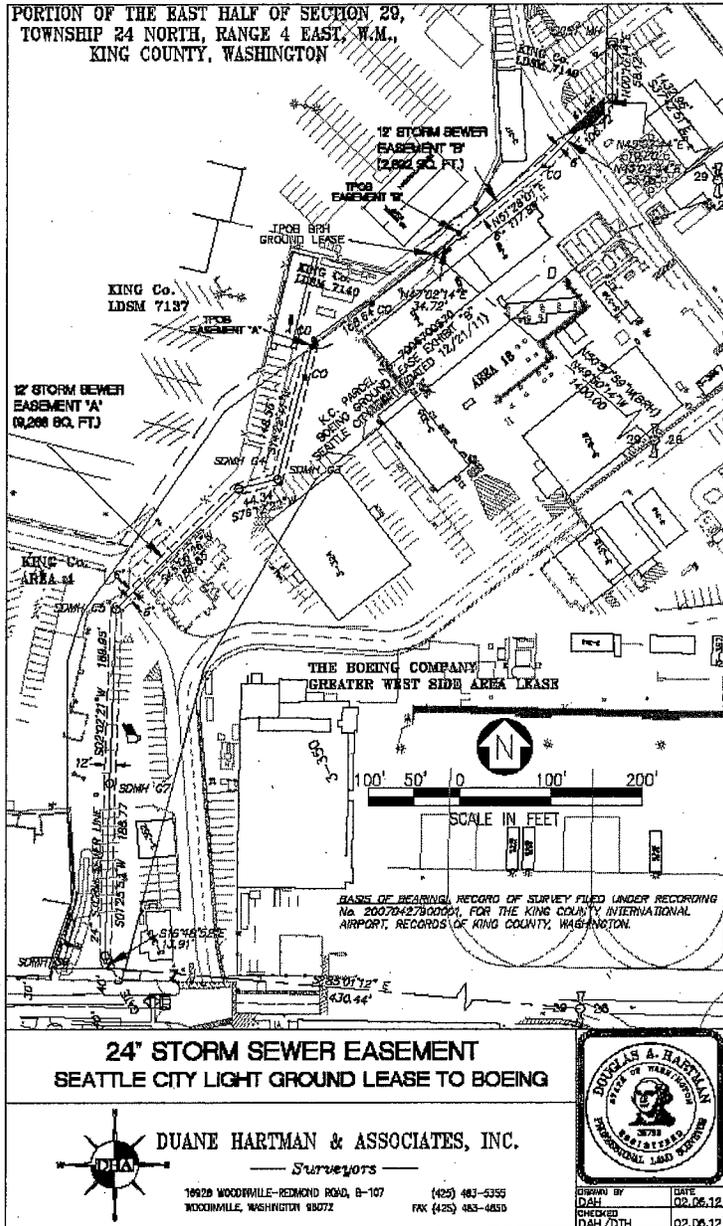
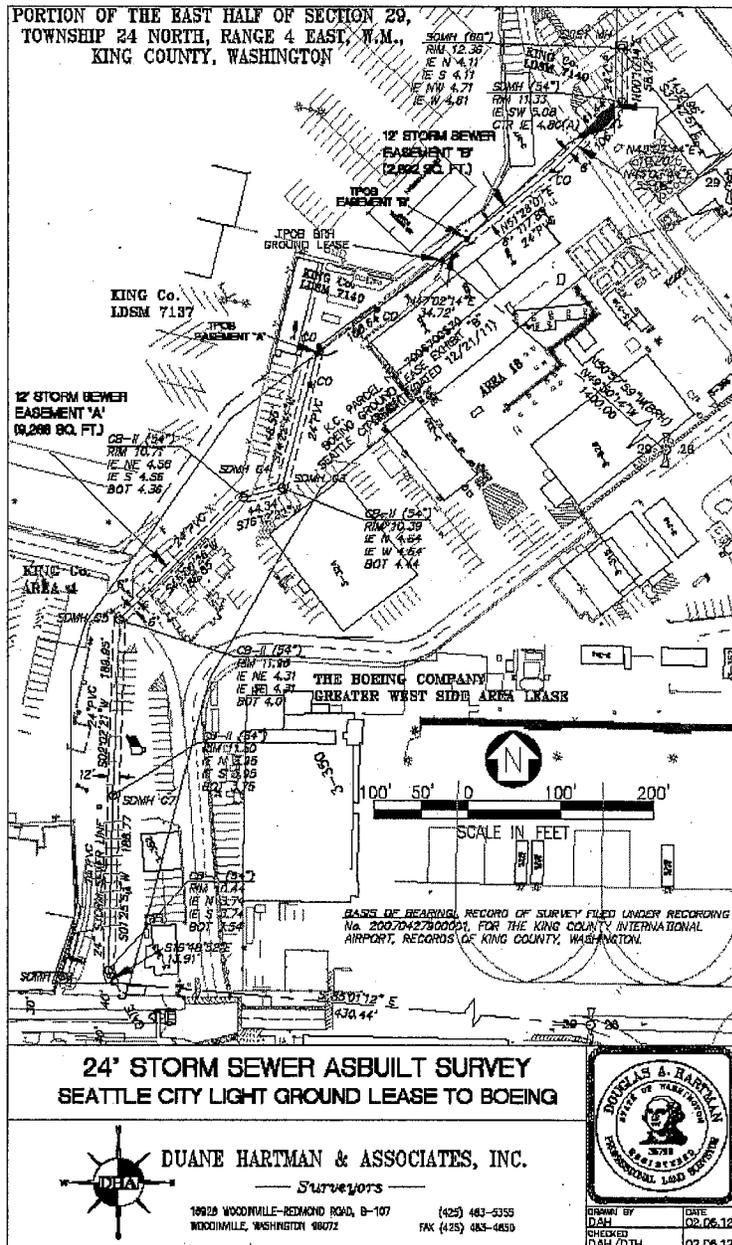


Exhibit D

Grantee's As-Built Pipeline Plans



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; declaring certain real property rights surplus to utility needs; authorizing the Superintendent to grant an easement to The Boeing Company for a stormwater drain pipe over a portion of the City's Georgetown Steam Flume Plant Flume Property; accepting payment for the true and full value of the easement; and ratifying and confirming certain prior acts.

Summary of the Legislation:

This legislation declares certain real property rights surplus to utility needs; authorizes the Superintendent or his designee to grant an easement to The Boeing Company for a stormwater drain pipe over a portion of the City's fee-owned Georgetown Steam Plant Flume Property; and authorizes the acceptance of payment for the easement.

Background:

The City of Seattle is the owner of a certain parcel of real property, King County Tax Parcel Number 700670-0570, which is commonly known as the Georgetown Steam Plant Flume Property (the "Flume Property"). The Boeing Company ("Boeing") and King County own the surrounding parcels.

Boeing, the City, and King County are cooperating in remediating sediment contamination in Slip 4, an Early Action Cleanup Area of the Lower Duwamish Waterway Superfund Site. The U.S. Environmental Protection Agency required Boeing to install and operate a stormwater treatment system at North Boeing Field to prevent recontamination of Slip 4 following remediation, a portion of which would be located on the Flume Property.

The City granted a Temporary Construction Easement to Boeing in 2011 for installation of the stormwater drainage by-pass pipe on a portion of the Property, so that Boeing could meet its regulatory obligations to the EPA. As part of that agreement, the City has agreed to sell to Boeing, subject to approval of the Seattle City Council, an underground easement for operation and maintenance of the stormwater drainage by-pass pipe on a portion of the Flume Property.



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The easement was appraised by both the City and Boeing, and the parties agreed the fair market value of the easement right to be conveyed to Boeing was \$65,000. Boeing has agreed to pay City Light that amount upon conveyance of the easement.

X This legislation has financial implications.

Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Department	Revenue Source	2012 Revenue	2013 Revenue
City Light Fund 4100	City Light	Sale of easement	\$65,000	
TOTAL			\$65,000	

Revenue/Reimbursement Notes: Easement to be paid for by The Boeing Company.

Other Implications:

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

Yes. Seattle City Light will need to monitor Boeing's compliance with the terms of the easement, and the City's future use of the property could be limited by the location of the drain pipe and the easement.

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

Loss of revenue from sale of 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?**

None.

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

Yes.



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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:

None.

List attachments to the fiscal note below:

Attachment 1: Vicinity Map



Attachment 1



**Vicinity Map – Easement for Boeing Stormwater Drain Pipe
Georgetown Steam Plant Flume Property**

Attachment 1 to Fiscal Note
SCL Boeing Drainline Easement Ordinance





City of Seattle
Office of the Mayor

July 31, 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 will authorize of Seattle City Light to grant an easement for a stormwater drainpipe to The Boeing Company over a portion of the City's fee-owned Georgetown Steam Plant Flume Property.

The Boeing Company, the City of Seattle, and King County are cooperating in remediating sediment contamination in Slip 4, an Early Action Cleanup Area of the Lower Duwamish Waterway Superfund Site. The U.S. Environmental Protection Agency ("EPA") has required Boeing to install a new North Boeing Field stormwater drainpipe as part of the efforts to prevent recontamination of Slip 4 following remediation.

The best location for this drainpipe is within the City's fee-owned Georgetown Steam Plant Flume Property, and the City wishes to permit this construction so that Boeing could meet its regulatory obligations to the EPA. Boeing has agreed to pay Seattle City Light \$65,000, the agreed-upon fair market value for this easement. This legislation will require a public hearing pursuant to RCW 35.94.040.

The construction of this drainline supports the City's objectives for cleanup of the Lower Duwamish Waterway Superfund Site. Thank you for your consideration of this legislation. Should you have questions, please contact Jim Baggs at 684-3243.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

