CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL 117828

AN ORDINANCE relating to the "Agreement for Sewage Disposal" between the City of Seattle and the Municipality of Metropolitan Seattle dated January 26, 1961, and amended by "Supplemental Agreement No. 2" executed February 15, 1962; authorizing the Director of Seattle Center to convey an easement to King County through Seattle Center land in partial satisfaction of City of Seattle obligations under the "Agreement for Sewage Disposal".

WHEREAS, the City of Seattle ("City") and the Municipality of Metropolitan Seattle ("Metro") entered into an "Agreement for Sewage Disposal" ("1961 Agreement") dated January 26, 1961, recorded under recording number 6101817, authorized by City Ordinance 89363, which contained a reference to a list of permanent sewer facilities; and

WHEREAS, the 1961 Agreement provided for, among other things, the transfer of certain permanent sewage facilities owned by the City to Metro in consideration of the payment of $6,285,660.00; and

WHEREAS, the 1961 Agreement was amended February 15, 1962, by Supplemental Agreement No. 2 recorded under recording number 6101816, to reduce the property transferred as part of the Alki Point Sewage Treatment Plant and reduce the purchase price to $6,189,780.00; and

WHEREAS, at the time the 1961 Agreement was signed, the City was responsible for the payment of bonds that were outstanding for acquisition and construction of the facilities, preventing the City from conveying facilities until the bonds were paid; and

WHEREAS, the 1961 Agreement provided that "The City shall continue to own the facilities described in this Section 9 and shall continue to pay the principal of and interest on any bonds issued to pay in whole or in part the cost of acquisition and construction of such facilities, provided that facilities which are designated as "permanent" shall be conveyed by the City to Metro by quit claim deed upon payment of all presently outstanding revenue bonds or general obligation bonds of the City secured by or issued to acquire or construct said facilities"; and

WHEREAS, the City has paid the entire principal and interest of all such bonds issued to pay in whole or in part the cost of acquisition and construction of such facilities, and the bonds are no longer in existence; and

WHEREAS, in 1994 Metro merged with King County ("County"); and

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WHEREAS, the sewer facility known as the "Lake Union Tunnel" crosses City land under the jurisdiction, and the management and control of the Seattle Center, a department of the City of Seattle; and

WHEREAS, the City and the County have agreed to record a separate easement agreement for the Lake Union Tunnel, being one of those permanent sewer facilities identified in the 1961 Agreement, in the form attached to this Ordinance as Attachment 1 (Wastewater Tunnel Easement Agreement); NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of Seattle Center ("Director") is hereby authorized to execute, on behalf of the City of Seattle, a Wastewater Tunnel Easement Agreement, between King County, a political subdivision of the State of Washington, and the City of Seattle, a municipal corporation; substantially as included herewith as Attachment 1 for the following described property:

Parcel # 198520-0130

DENNYS D T 3RD ADDN NLY 27.41 FT OF LOTS 5 & 8 & ALL OF LOTS THRU 12 BLK 40 & NLY 27.41 FT OF LOTS 5 & 8 & ALL OF LOTS 1 THRU 4 & 9 THRU 12 BLK 47 & POR OF LOTS 1, 2 & 8 THRU 12 BLK 49 LY NWLY OF BROAD ST & LOTS 1 & 4 THRU 12 BLK 50 & LOTS 1, 2 & 8 THRU 12 BLK 57 IN DENNYS PARK ADD TGW POR VAC ALLEYS & STS ADJ

Parcel# 198520-0185

Lots 1, 2, 3 and 4, Block 40, D. T. Denny's 3rd Addition to North Seattle, as recorded in Volume 1 of Plats, page 145, Records of King County, Washington.

Parcel # 198520-0305

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All of Block 46 of D. T. Denny's 3rd Addition to North Seattle, as per plat recorded in Volume 1 of Plats on page 145, records of King County; TOGETHER WITH vacated alley lying within said Block 46, as vacated under Ordinance No. 66088 of the City of Seattle

Parcel # 198520-0550
DENNYS D T 3RD ADD TGW VAC ALLEY & POR VAC STS ADJ & TGW POR VAC RD ADJ AS DESC IN DEED REC #20000718000203

Parcel# 199120-0012
DENNYS D T PARK ADD PORTION BLK 56 & OF VACATED ALLEY ABUTTING THEREON AS VACATED UNDER CITY OF SEATTLE ORD NO 90267 & OF EAST HALF OF VACATED 4TH AVE NORTH ABUTTING THEREON AS VACATED UNDER CITY OF SEATTLE ORD NO 115773 DESCRIBED AS FOLLOWS: COMMENCING AT NW CORNER OF EAST 7 FT SD BLK 56 TH N 88-33-27 W 104 FT ALONG NORTH LINE THOF TO BEGINNING OF CURVE CONCAVE SELY RADIUS OF 30 FT & TPOB TH WLY & SWLY 40.76 FT ALONG SD CURVE THRU C/A OF 77-50-37 TO BEGINNING OF REVERSE CURVE CONCAVE NWLY RADIUS OF 65 FT TH SWLY & WLY 88.32 FT ALONG SD CURVE THRU C/A OF 77-50-50 TH N 88-33-14 W 22.12 FT TO WEST LINE OF EAST 226 FT SD BLK TH S 01-26-46 W 284.91 FT ALONG SD WEST LINE TO SOUTH LINE SD BLK TH N 88-33-22 W 62.80 FT ALONG SD SOUTH LINE TO CENTERLINE SD VACATED 4TH AVE NORTH TH N 01-26-17 E 359.90 FT ALONG SD CENTERLINE TO WLY PROLONGATION SD NORTH LINE BLK 56 TH S 88-33-27 E 177.85 FT ALONG SD PROLONGATION & NORTH LINE TO TPOB - AKA LOT B CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NO 9704959 REC NO 9806019012 TGW POR VAC STS ADJ PER VAC ORD #120013 & TGW POR VAC RD ADJ AS DESC IN DEED REC #20000718000203

CITY CLERK

Section 2. 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 _____, 2013, and signed by me in open session in authentication of its passage this _____ day of _____, 2013.

_____

President _____of the City Council

Approved by me this ____ day of _____, 2013.

_____

Michael McGinn, Mayor

Filed by me this ____ day of _____, 2013.

_____

Monica Martinez Simmons, City Clerk

(Seal)

Attachment 1: Wastewater Tunnel Easement Agreement

OIS CITY CLERK

When Recorded Mail To:

King County
Department of Natural Resources and Parks
Wastewater Treatment Division
Attn: Claire Christian
MS KSC-NR-512
201 South Jackson Street
Seattle, WA 98104-3855

Document Title:	**Wastewater Tunnel Easement Agreement (Lake Union Tunnel, 1961 Agreement)**
Grantor(s):	**City of Seattle**
Grantee:	**King County, Wastewater Treatment Division**

Abbreviated Legal Description: _____
Additional Legal Description is on Page: _____
Assessor's Tax Parcel Number(s): 1985200130, 1985200185, 1985200305, 1985200550, 1991200012

WASTEWATER TUNNEL EASEMENT AGREEMENT

THIS **WASTEWATER TUNNEL EASEMENT AGREEMENT** ("Tunnel Easement Agreement") is made this _____ day of _____ 20____ by and between the City of Seattle, a Washington municipal corporation, its successors and assigns (CITY), and King County, a political subdivision of the State of Washington, through its Wastewater Treatment Division, its successors and assigns (COUNTY):

RECITALS

WHEREAS, the CITY and the Municipality of Metropolitan Seattle (Metro) entered into an "Agreement for Sewage Disposal" (hereinafter 1961 Agreement) dated January 26, 1961,

THIS CITY CLERK

recorded under recording number 6101817, authorized by CITY Ordinance 89363, and containing a reference to a list of permanent facilities; and

WHEREAS, the 1961 Agreement provided for, among other things, the transfer of permanent sewage facilities owned by the CITY to Metro in consideration of the payment of $6,285,660.00; and.

WHEREAS, the 1961 Agreement was amended February 15, 1962, by Supplemental Agreement No. 2, to reduce the property transferred as part of the Alki Point Sewage Treatment Plant and reduce the purchase price to $6,189,780.00; and

WHEREAS, pursuant to the 1961 Agreement, on July 1, 1962, Metro assumed the exclusive right to use and duty to maintain, operate, repair and replace the facilities; and

WHEREAS, at the time the 1961 Agreement was signed, the CITY was responsible for the payment of bonds that were outstanding for acquisition and construction of the facilities, preventing the CITY from conveying facilities until the bonds were paid; and

WHEREAS, the 1961 Agreement provided that "The City shall continue to own the facilities described in this Section 9 and shall continue to pay the principal of and interest on any bonds issued to pay in whole or in part the cost of acquisition and construction of such facilities, provided that facilities which are designated as "permanent" shall be conveyed by the City to Metro by quit claim deed upon payment of all presently outstanding revenue bonds or general obligation bonds of the City secured by or issued to acquire or construct said facilities"; and

WHEREAS, the CITY has paid the entire principal and interest of all such bonds issued to pay in whole or in part the cost of acquisition and construction of such facilities, and the bonds are no longer in existence; and

WHEREAS, by the end of 1968 Metro fulfilled its obligations to the CITY to pay the total amount required by the 1961 Agreement for the Facilities and as amended by Supplemental Agreement No. 2; and

WHEREAS, in 1994 Metro merged with and became part of the COUNTY; and

DIS CITY CLERK

WHEREAS, the sewer facility known as the "Lake Union Tunnel" partially crosses CITY land under the jurisdiction or management and control of the Seattle Center, a department of the City of Seattle; and

WHEREAS, the CITY and the COUNTY have agreed to record easement agreements for each fee-owned City property encumbered by certain sewer facilities identified in the 1961 Agreement, the Lake Union Tunnel being one of those facilities;

NOW, THEREFORE, the CITY and the COUNTY hereby agree as follows:

AGREEMENT

1. Grant and Purpose of Tunnel Easement. The CITY hereby grants to the COUNTY, for the purposes described below and subject to the conditions contained in this Tunnel Easement Agreement, a permanent subsurface easement (the "Tunnel Easement") under the surface of and through a portion of the City's real property together with a right of reasonable ingress and egress access thereto. The City's real property is legally described in Exhibit "A", attached hereto and incorporated herein by reference (City's Property"). The Tunnel Easement is described in Exhibit "B" and illustrated in Exhibit "C" (the "Tunnel Easement Area"), all attached hereto and incorporated herein by reference.

The COUNTY shall have the right to use the Tunnel Easement Area for all purposes necessary or incidental to installing, constructing, operating, maintaining, inspecting, removing, repairing, replacing, resizing, abandoning in place, and upgrading a subsurface wastewater tunnel(s) within the Tunnel Easement Area and for no other purposes. All of the COUNTY's improvements now or hereafter located in the Tunnel Easement Area including the tunnel, are referred to as "Easement Improvements", and shall at all times remain the property of the COUNTY. The COUNTY may implement, at its expense, a settlement-monitoring program and tracking system in a location and time approved by the Seattle Center at and above the ground surface during assessment of Easement Improvements, which may include a survey of the condition of the property and improvements prior to maintenance and/or construction of Easement Improvements. Access by the COUNTY to CITY property outside of the Tunnel

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Easement Area to implement such a settlement-monitoring program and tracking system shall be subject to the provisions of Section 2 of this Agreement.

Prior to any construction, work, decommissioning pursuant to Section 4 of this Agreement, or any other activity by the COUNTY within the Tunnel Easement Area, excluding maintenance or work within the existing improvements, the COUNTY shall notify the CITY in writing and shall provide the CITY with a copy of all plans and specifications for such proposed construction activity for review at least thirty (30) days prior to the commencement of such construction. The COUNTY shall not commence such construction, work or activity unless and until it has received the CITY's prior written consent that the COUNTY'S proposed construction, work, decommissioning, or activity will not interfere with CITY property or facilities, which consent will not be unreasonably withheld. If the County has not received a response from the City's within thirty days from the date of providing the plans and specifications, the City shall have been deemed to provide its consent. The CITY's review and, if applicable, approval of the COUNTY'S plans and specifications shall be strictly limited to the facilities and/or excavation shown on the plans and specifications submitted to the CITY and shall in no event constitute or be construed as a certification of the adequacy or sufficiency of the COUNTY'S plans and specifications nor whether the COUNTY'S construction, work or activity complies with other applicable laws, building codes and other governmental rules and regulations.

2. Limitations.

For purposes of this Wastewater Tunnel Easement Agreement, except in case of emergency, the COUNTY shall not enter the City's Property outside the Tunnel Easement Area or disturb the vegetation, landscape features, topography or improvements, including but not limited to buildings, pavement, signs and other structures outside of the Tunnel Easement Area without first obtaining prior written approval from the Seattle Center to use or occupy the City's Property. The COUNTY shall submit such written request to the CITY no less than 30 days prior to the proposed entry date. Seattle Center will respond to the COUNTY within 30 days of receipt of such written request. If the CITY fails to respond within 30 days of receipt of such request, the request shall be deemed granted. The COUNTY's request for use or occupancy of the CITY's property shall not be unreasonably denied. If an emergency arises that affects the Easement Improvements that necessitates the entry onto the City's Property, the COUNTY shall notify the CITY as soon as is reasonably possible as

2013 CITY CLERK

to the nature of the emergency, and the COUNTY shall coordinate its response and entry onto the City's Property with the CITY.

All activities of the COUNTY outside of the Tunnel Easement Area approved or permitted by the Seattle Center Director shall be completed without delay by COUNTY employees or a qualified, licensed and bonded contractor, at the sole expense of the COUNTY and, upon completion of such permitted activity, the COUNTY shall immediately remove all equipment and debris and restore all disturbed topography, vegetation, landscape features and improvements, to their condition immediately prior to the initiation of such activity, unless otherwise mutually agreed in writing.

3. CITY's Rights. The CITY shall have the continuing right to use its property outside of the Tunnel Easement Area, so long as such use does not unreasonably interfere with the Easement Improvements. The upper limit of the Tunnel Easement Area described in Exhibit "B" and depicted in Exhibit "C" is between approximately 100 feet below the present surface elevation of the property at the Northerly boundary of Tax Parcel #199120-0012 (also identified as the approximate location of the estimated true point of beginning) and 132 feet below the present surface elevation of the property at the westerly boundary of Parcel #198520-0130 (also identified as the approximate location of the estimated true point of ending), Prior to any construction, work or any other activity by the CITY that is within a distance of fifty (50) feet from the upper limit of the Tunnel Easement Area, the CITY shall notify the COUNTY in writing and shall provide the COUNTY with a copy of all plans and specifications for such proposed construction activity for review at least thirty (30) days prior to the commencement of such construction. The CITY shall not commence such construction, work or activity unless and until it has received the COUNTY's prior written consent that the CITY's proposed construction, work or activity will not interfere with the COUNTY's rights under this Tunnel Easement Agreement. The COUNTY's review and, if applicable, approval of the CITY's plans and specifications shall be strictly limited to the facilities and/or excavation shown on the plans and specifications submitted to the COUNTY and shall in no event constitute or be construed as a certification of the adequacy or sufficiency of the CITY's plans and specifications nor whether the CITY's construction, work or activity complies with other applicable laws, building codes and other governmental rules and regulations.

4. Abandonment and Relinquishment of Easement. In the event that the COUNTY abandons or ceases to use the Tunnel Easement Area for subsurface wastewater uses, the COUNTY shall decommission the Easement Improvements at its sole cost and

DJS CITY CLERK

expense. COUNTY shall determine the method of decommissioning. Prior to commencing decommissioning of the Easement Improvements, the COUNTY shall notify the CITY in writing of its intent to do so, and shall provide the CITY with plans and specifications for such decommissioning work in accordance with the notice, review and consent requirements of Section 1. Upon completion of the decommissioning of the Easement Improvements by the COUNTY, the COUNTY shall prepare a document to relinquish the Tunnel Easement for the CITY's review and approval. Upon approval and acceptance by the CITY, the COUNTY shall then execute and record the easement relinquishment document with the King County Recorder's Office or its successor agency.

5. Costs. If the COUNTY violates the terms of this Tunnel Easement Agreement, requiring action by the CITY, the COUNTY shall reimburse the CITY for its reasonable costs for restoration, vegetation, replanting, or other improvement, reconstruction or for repair of CITY's property or improvements. The COUNTY shall reimburse the CITY within forty-five (45) days of the CITY providing adequate documentation of such costs to the COUNTY.

If the CITY violates the terms of this Tunnel Easement Agreement, requiring action by the COUNTY, the CITY shall reimburse the COUNTY for its reasonable costs for reconstruction or repair of the Easement Improvements. The CITY shall reimburse the COUNTY within forty-five (45) days of the COUNTY providing adequate documentation of such costs to the CITY.

6. Notices. Any notices required or permitted under this Tunnel Easement Agreement shall be personally delivered or sent by certified mail, return receipt requested and shall be deemed given three (3) days following the date when mailed or one (1) business day following personal delivery. All notices shall be sent to the following addresses:

To the COUNTY:

King County
Wastewater Treatment Division
Regulatory Compliance and Land
Acquisitions Supervisor
Mailstop: KSC-NR-0512
201 South Jackson Street, Suite 512
Seattle, WA 98104-3855

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To the CITY: City of Seattle
Seattle Center
Executive Offices
305 Harrison
Seattle, WA 98109

7. General. The COUNTY shall have the right to assign its rights under this Tunnel Easement Agreement, in whole or in part, only to a governmental agency that is a functional successor and only upon such successor's express assumption of obligations and liabilities under this Tunnel Easement Agreement.

IN WITNESS HEREOF, the parties hereto have caused this Tunnel Easement Agreement to be executed by their duly authorized officers, effective as of the day and year first above written.

For the CITY OF SEATTLE, a Washington municipal corporation:

_____ _____
Printed Name: Date
Title:

For KING COUNTY, a political subdivision of the State of Washington:

_____ _____
Gregory Bush Date
Section Manager, Environmental and Community Services

ZAS CITY CLERK

For the CITY OF SEATTLE:

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 Director of Seattle Center of the City of Seattle, the municipal corporation named in and which executed the foregoing document, and stated on oath that he/she was authorized to execute the foregoing document on behalf of said municipal corporation and signed the same as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

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

THIS CITY CLERK

For KING COUNTY:

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 Gregory Bush to me known to be the Section Manager of the Environmental and Community Services Unit of King County, a political subdivision of the State of Washington, through its Wastewater Treatment Division, who executed the foregoing instrument, and acknowledged the 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 in this certificate above written.

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

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EXHIBIT A

Legal Description of City's Property

Parcel # 198520-0130
DENNYS D T 3RD ADDN NLY 27.41 FT OF LOTS 5 & 8 & ALL OF LOTS THRU 12 BLK 40 & NLY 27.41 FT OF LOTS 5 & 8 & ALL OF LOTS 1 THRU 4 & 9 THRU 12 BLK 47 & POR OF LOTS 1, 2 & 8 THRU 12 BLK 49 LY NWLY OF BROAD ST & LOTS 1 & 4 THRU 12 BLK 50 & LOTS 1, 2 & 8 THRU 12 BLK 57 IN DENNYS PARK ADD TGW POR VAC ALLEYS & STS ADJ

Parcel# 198520-0185
Lots 1, 2, 3 and 4, Block 40, D. T. Denny's 3rd Addition to North Seattle, as recorded in Volume 1 of Plats, page 145, Records of King County, Washington.

Parcel # 198520-0305
All of Block 46 of D. T. Denny's 3rd Addition to North Seattle, as per plat recorded in Volume 1 of Plats on page 145, records of King County; TOGETHER WITH vacated alley lying within said Block 46, as vacated under Ordinance No. 66088 of the City of Seattle

Parcel # 198520-0550
DENNYS D T 3RD ADD TGW VAC ALLEY & POR VAC STS ADJ & TGW POR VAC RD ADJ AS DESC IN DEED REC #20000718000203

Parcel# 199120-0012
DENNYS D T PARK ADD PORTION BLK 56 & OF VACATED ALLEY ABUTTING THEREON AS VACATED UNDER CITY OF SEATTLE ORD NO 90267 & OF EAST HALF OF VACATED 4TH AVE NORTH ABUTTING THEREON AS VACATED UNDER CITY OF SEATTLE ORD NO 115773 DESCRIBED AS FOLLOWS: COMMENCING AT NW CORNER OF EAST 7 FT SD BLK 56 TH N 88-33-27 W 104 FT ALONG NORTH LINE THOF TO BEGINNING OF CURVE CONCAVE SELY RADIUS OF 30 FT & TPOB TH WLY & SWLY 40.76 FT ALONG SD CURVE THRU C/A OF 77-50-37 TO BEGINNING OF REVERSE CURVE CONCAVE NWLY RADIUS OF 65 FT TH SWLY & WLY 88.32 FT ALONG SD CURVE THRU C/A OF 77-50-50 TH N 88-33-14 W 22.12 FT TO WEST LINE OF EAST 226 FT SD BLK TH S 01-26-46 W 284.91 FT ALONG SD WEST LINE TO SOUTH LINE SD BLK TH N 88-33-22 W 62.80 FT ALONG SD SOUTH LINE TO CENTERLINE SD VACATED 4TH AVE NORTH TH N 01-26-17 E 359.90 FT

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ALONG SD CENTERLINE TO WLY PROLONGATION SD NORTH LINE BLK 56 TH S 88-33-27 E 177.85 FT ALONG SD PROLONGATION & NORTH LINE TO TPOB - AKA LOT B CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NO 9704959 REC NO 9806019012 TGW POR VAC STS ADJ PER VAC ORD #120013 & TGW POR VAC RD ADJ AS DESC IN DEED REC #20000718000203

EXHIBIT B – Description of Easement

Subsurface Tunnel Easement

Lake Union Tunnel (at Seattle Center)

Easement Description:

On the alignment of the Lake Union Tunnel from and between the upstream manhole WW*LUNION.LU20-01 bearing South 61° 51' 59" West to manhole WW* LUNION.W10-129G, beginning at a point on the Northerly boundary of Block 56, D T Denny's 3rd Addition to North Seattle (and also the Northerly boundary of Tax Parcel # 1991200012), the approximate location of estimated true point of beginning, of a 15 foot wide by 30 foot height subsurface easement, being 7.5 feet laterally on either side and 15 feet in height and 15 feet in depth from the following described centerline:

Thence proceeding along said alignment to the intersection of said line with the Westerly boundary of Block 40 of the same plat (and also the Westerly boundary of Parcel #1985200130), the approximate location of estimated true point of ending of said

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easement centerline. Said subsurface easement is approximately 1235' long and is at varying depths of up to approximately 140 feet below ground surface.

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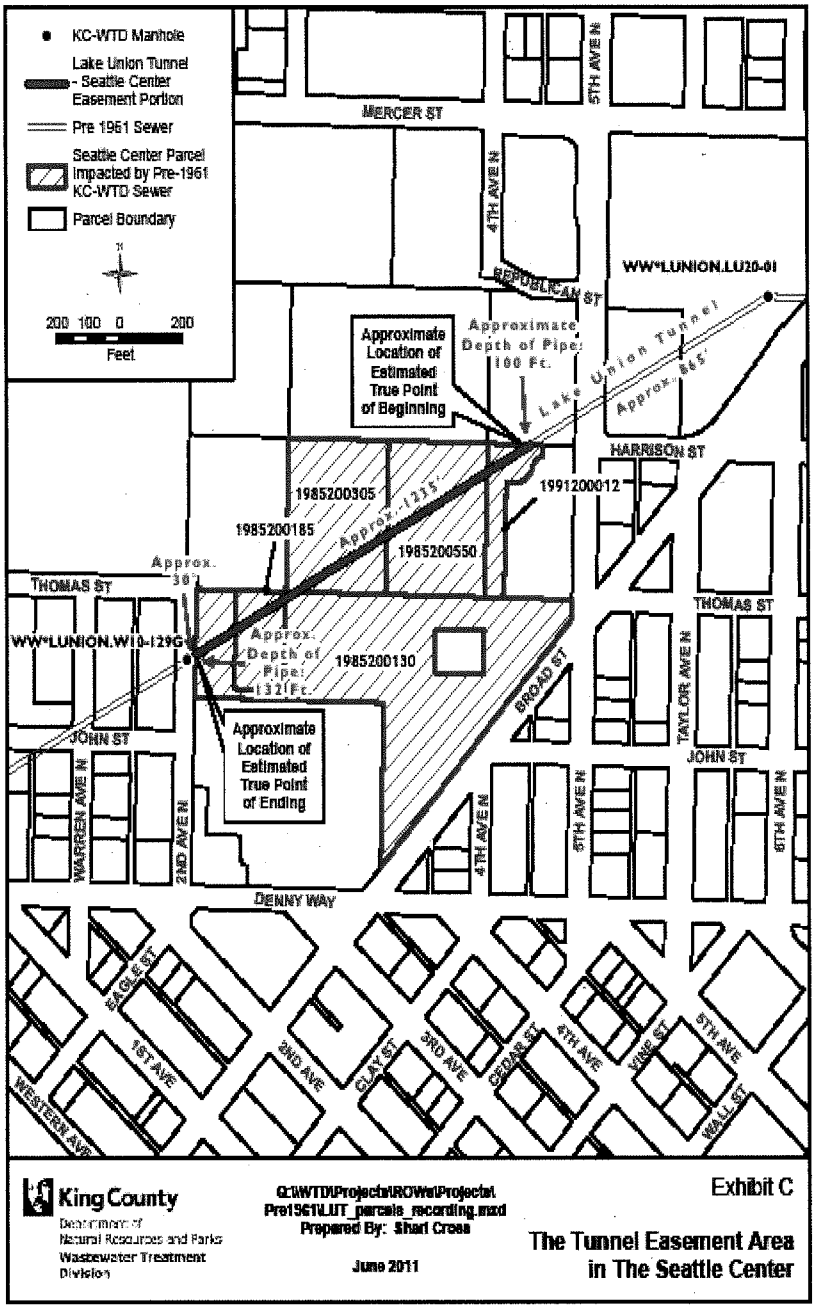
Kerry Smith
CEN 1961 King Co Wastewater Easement ORD Att. 1
June 3, 2013
Version 1



rdinance
3, 2013

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Form revised: December 12, 2012

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle Center	Kerry Smith/615-0358 Stephen Karbowski/684-8245	Greg Shiring/386-4085

Legislation Title: AN ORDINANCE relating to the "Agreement for Sewage Disposal" between the City of Seattle and the Municipality of Metropolitan Seattle dated January 26, 1961, and amended by "Supplemental Agreement No. 2" executed February 15, 1962; authorizing the Director of Seattle Center to convey an easement to King County through Seattle Center land in partial satisfaction of City of Seattle obligations under the "Agreement for Sewage Disposal".

Summary of the Legislation:

This legislation authorizes the Director of Seattle Center to execute a Wastewater Tunnel Easement Agreement with King County in partial satisfaction of the City obligations under the 1961 Agreement for Sewage Disposal between the City and the Municipality of Metropolitan Seattle (Metro).

Background:

In 1961 the City and Metro entered into an "Agreement for Sewage Disposal" (Agreement) to convey wastewater facilities throughout the City to Metro; the City received $6,285,660 in return (Ordinance 89363). In 1962 the Agreement was amended by Supplemental Agreement No. 2, under which the City retained portions of the Alki Point Sewage Treatment Plant and the payment was reduced to $6,189,780. On July 1, 1962, Metro assumed the exclusive right to use and duty to maintain, operate, repair and replace the sewer facilities. At the time of the transfer the City was still paying off bonds that had been sold to pay for the wastewater pipes; therefore, the property transfers could not be completed until those bond obligations had been retired. One of the provisions of the 1961 Agreement was that the City would continue to own the pipes and pay the principal and interest on the bonds until they were retired. The City has paid the entire principal and interest on those bonds and the obligations have been met. In 1994 Metro merged with and became part of King County.

The City and the County agreed to transfer real and personal property and to record separate easement agreements for each fee-owned property encumbered by the sewer facilities identified in the Agreement. The impacted facilities are under the jurisdiction of the Department of Parks and Recreation (DPR) and Seattle Public Utilities (SPU), and one of the facilities, the "Lake Union Tunnel" also crosses Seattle Center property. The tunnel runs diagonally across Seattle Center, starting from Harrison Street, approximately 100 feet below ground, continuing beneath the Armory and Seattle Children's Theatre and exiting at 2nd Avenue. The proposed subsurface easement complies with the terms of the 1961 Agreement. Companion legislation addressing the transfer and assignment of rights in other City-owned

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locations was approved in 2010 by Ordinance 123423 (for the Department of Parks and Recreation) and Ordinance 123422 (for Seattle Public Utilities).

__X__ This legislation does not have any financial implications.

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?**
This legislation is required to fulfill the obligations outlined in the 1961 Agreement for Sewage Disposal between the City and Metro.

c) **Does this legislation affect any departments besides the originating department?**
Both Seattle Public Utilities and Parks and Recreation submitted similar legislation in 2010 (Ordinances 123422 and 123423) addressing wastewater facilities under their jurisdiction and identified in the 1961 Agreement for Sewage Disposal. This legislation will address the final City property identified in the 1961 agreement.

d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**
There are no other possible alternatives to this legislation.

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, the property is identified and maps are included in the easement attached to the ordinance.

h) **Other Issues:**
None

CITY CLERK

City of Seattle
Office of the Mayor

June 18, 2013

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 authorizes conveyance of a subsurface easement to King County for a wastewater tunnel across Seattle Center property. This grant of easement is recommended to satisfy part of the City's obligations under an agreement for sewage disposal with the Municipality of Metropolitan Seattle (Metro), dating from 1961 (1961 Agreement).

The 1961 Agreement provided for the City to convey certain wastewater pipes and real property rights in exchange for payment from Metro of $6,189,780. The 1961 Agreement called for the City to convey the pipes and the associated property rights after retirement of the bonds associated with construction of the sewer facilities. Metro paid the City and began operating and maintaining the wastewater lines following execution of the 1961 Agreement. The City has retired the bonds and King County (Metro's successor) is requesting transfer of the remaining property rights.

Companion legislation that addressed conveyance of certain property rights under the jurisdiction of Seattle Public Utilities and the Department of Parks and Recreation related to the 1961 Agreement was approved by the City Council in 2010.

Approval of this legislation satisfies City obligations created many years ago in prior legislation. If you have any questions regarding this legislation, please contact Kerry Smith at 615-0358.

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

DOS CITY CLERK