

CITY OF SEATTLE
ORDINANCE _____
COUNCIL BILL 118210

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3
4 AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property rights
5 relating to sewer facilities within property commonly known as 1620 Lake Washington
6 Boulevard surplus to City utility needs; authorizing the Director of Seattle Public Utilities
7 to relinquish such easement rights; authorizing the Director of Seattle Public Utilities to
8 accept an easement from Julie Rose, Peter Rose and the Maple Leaf Revocable Trust for
9 a City-owned sanitary sewer facility; and ratifying and confirming certain prior acts.

10 WHEREAS, the City of Seattle in 1930 pursuant to Ordinance 56149 condemned easement
11 rights for a sewer right-of-way through Descriptions 16 and 17 of King County Superior
12 Court Cause No. 224604; and

13 WHEREAS, the property owners of 1620 Lake Washington Boulevard built a structure within
14 the easement area; and

15 WHEREAS, Seattle Public Utilities has approved moving the sanitary sewer line to
16 accommodate the new structure; and

17 WHEREAS, the City desires to relinquish the existing easements and accept a new easement
18 from the property owners of 1620 Lake Washington Boulevard;

19 WHEREAS, the property owners of 1620 Lake Washington Boulevard are willing to grant the
20 City a new easement for a sanitary sewer in exchange for the City's relinquishment of its
21 condemned easements and the City's grant of a consent agreement for structures
22 currently within the new easement; NOW, THEREFORE,

23 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

24 Section 1. Pursuant to R.C.W. 35.94.040 and after public hearing, the easement rights for
25 a sewer authorized by Ordinance 56149 and condemned through Descriptions 16 and 17 of King
26 County Superior Court Cause No. 224604, including any facilities within such easement areas,
27 are hereby found and declared to be no longer required for municipal utility purposes and are
28 surplus to the City of Seattle's needs.

1 Section 2. The Director of Seattle Public Utilities, or his designee, is authorized to
2 execute for and on behalf of the City of Seattle, the Relinquishment of Easements, substantially
3 in the form of Attachment 1 attached hereto. The Director of Seattle Public Utilities, or his
4 designee, is also authorized to execute for and on behalf of the City of Seattle a Bill of Sale to
5 the Grantees for any remaining facilities within the released easement areas.

6 Section 3. As consideration for the easements relinquished in Attachment 1, the City
7 hereby accepts and places under the jurisdiction of Seattle Public Utilities the easement granted
8 to The City of Seattle by Peter J. Rose, Julie A. Rose, and the Maple Leaf Revocable Trust (the
9 "Property Owners") for access and a sewer system as shown in Attachment 2, attached hereto.

10 Section 4. The Director of Seattle Public Utilities, or his designee, is authorized to
11 execute for and on behalf of the City of Seattle, the Consent Agreement, substantially in the form
12 of Attachment 3, attached hereto. The Consent Agreement allows for certain, specified
13 improvements by the Property Owners to be placed within the easement accepted by the City
14 under Section 3.

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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.

Passed by the City Council the ____ day of _____, 2014, and signed by me in open session in authentication of its passage this ____ day of _____, 2014.

President _____ of the City Council

Approved by me this ____ day of _____, 2014.

Edward B. Murray, Mayor

Filed by me this ____ day of _____, 2014.

Monica Martinez Simmons, City Clerk

(Seal)

- Attachment 1: Relinquishment of Easements
- Attachment 2: Easement Agreement
- Attachment 3: Consent Agreement

Attachment 1

Recording Requested By And
When Recorded Mail To:

Seattle Public Utilities
Facilities and Real Property Services
PO Box 34018
Seattle WA 98124-4018

CONFORMED COPY

20140328001077

SEA PUBLIC UTI REAS 75.00
PAGE 001 OF 005
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RELINQUISHMENT OF EASEMENTS

Reference #s of Documents Released or Assigned:.....Descriptions 16 & 17, King Co Sup Ct
Cause 224604 accepted by City of
Seattle Ord 56149 amended by City of
Seattle Ord 58857
Grantor:.....City of Seattle
Grantee:.....Maple Leaf Revocable Trust, Peter J
Rose and Julie A Rose
Legal Description (abbreviated):.....Lots 12-15, Blk E, Madrona Heights,
Vol 9, Pg 100 and Lots 4-7, Blk 43,
Lake Washington Shore Lands, King
County
Assessor's Tax Parcel ID#:.....502690-0270

RW# 2013-012-002

000000-000000

On this 26th day of MARCH, 2014, **The City of Seattle**, a municipal corporation of the State of Washington, ("Grantor"), for and in consideration of mutual and offsetting benefits, receipt of which is hereby acknowledged, does hereby relinquish and convey to **Maple Leaf Revocable Trust, Peter J. Rose and Julie A. Rose**, their successors and assigns, all right, title and interest in those easements for sewer purposes, condemned by the City of Seattle through Description 16 and Description 17 of King County Superior Court Cause 224604, which judgment was dated April 22, 1930, as authorized by City of Seattle Ordinance 56149, which was amended by City of Seattle Ordinance 58857. Said condemned easements described as follows and as shown below on Page 4 of 5.

That portion of a tract of land comprised of Lots 4 and 5, Block 43, Lake Washington Shore Lands and Lots 14 and 15, Block E, Madrona Heights, recorded in Volume 9 of Plats, page 100, described as follows:

Beginning at a point on the north line of said tract of land, said point being distant seven and fifty seven one-hundredths (7.57) feet south $89^{\circ} 52' 25''$ east from the intersection of said north line with the Lake Washington meander line; thence south $89^{\circ} 52' 25''$ east a distance of six and twenty-seven one-hundredths (6.27) feet; thence south $16^{\circ} 52' 50''$ west a distance of eighty-three and fifty-four one-hundredths (83.54) feet; thence north $89^{\circ} 52' 25''$ west a distance of six and twenty-seven one-hundredths (6.27) feet; thence north $16^{\circ} 52' 50''$ east a distance of eight-three and fifty-four one-hundredths (83.54) feet to the point of beginning; also

That portion of a tract of land comprised of Lots 6 and 7, Block 43, Lake Washington Shore Lands and Lots 12 and 13, Block E, Madrona Heights, recorded in Volume 9 of Plats, page 100, described as follows:

Beginning at a point on the north line of said tract, said point being north $89^{\circ} 52' 25''$ west a distance of one and thirty one-hundredths (1.30) feet from the intersection of said north line with the meander line of Lake Washington; thence south $16^{\circ} 52' 50''$ west a distance of ten and nine one-hundredths (10.09) feet; thence south $25^{\circ} 32' 57''$ west a distance of seventy-seven and eighty-eight one-hundredths (77.88) feet; thence north $89^{\circ} 52' 25''$ west a distance of six and sixty-four one-hundredths (6.64) feet; thence north $25^{\circ} 32' 57''$ east a distance of eighty and twenty-eight one-hundredths (80.28) feet; thence north $16^{\circ} 52' 50''$ east a distance of seven and eighty-three one-hundredths (7.83) feet; thence south $89^{\circ} 52' 25''$ east a distance of six and twenty-seven one-hundredths (6.27) feet to the point of beginning.

Grantee further acknowledges and agrees that as part of the consideration for the relinquishment and conveyance of the easement areas, Grantor's sewer facilities beginning downstream of Grantor's maintenance hole #042-265 and ending at the south property line of Lot 12, Block E Madrona Heights, according to plat recorded in Volume 9 of Plats at page 100 in King County, Washington (approximately 76 linear feet of 12-inch diameter vitrified clay pipe as shown in the attached Exhibit A), shall be conveyed to Grantee. Grantor shall have no further responsibility for such facilities.

Location
Of
Descriptions 16 and 17 of King County Superior Court Cause 224604

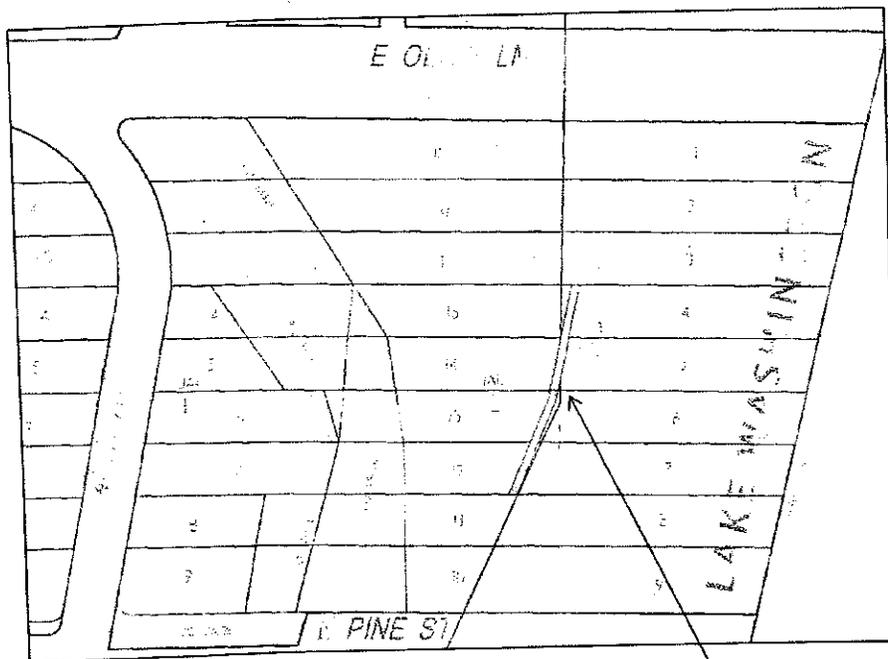
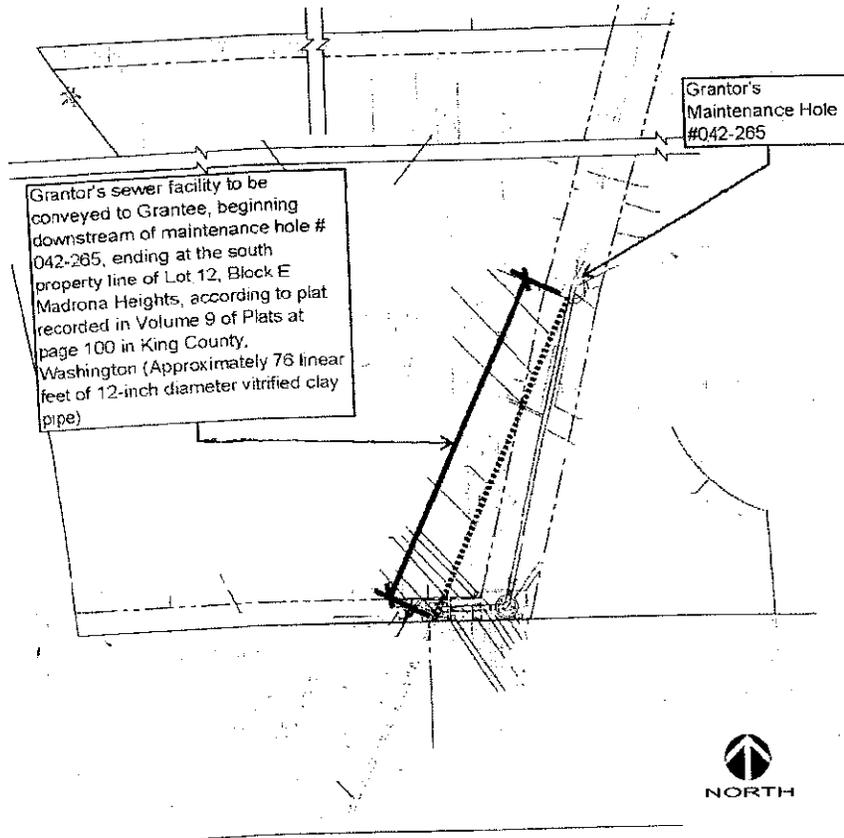


Exhibit A
Grantor's Sewer Facilities Conveyed to Grantee



Recording Requested By And
When Recorded Mail To:

Seattle Public Utilities
Facilities and Real Property Services
PO Box 34018
Seattle WA 98124-4018

CONFORMED COPY

20140328001076

SEA PUBLIC UTIL EAS 81.00
PAGE-001 OF 010
03/28/2014 15:11

EASEMENT AGREEMENT

Reference #s of Documents Released or Assigned: ...N/A
Grantor:Maple Leaf Revocable Trust, Peter J
Rose and Julie A Rose
Grantee:City of Seattle
Legal Description (abbreviated):Lots 12-15, Blk E, Madrona Heights,
Vol 9, Pg 100 and Lots 4-7, Blk 43,
Lake Washington Shore Lands, King
County
Assessor's Tax Parcel ID#:502690-0270
RW# 2013-012-001

THIS EASEMENT granted this 15th day of March, 2014, by **Maple Leaf Revocable Trust, Peter J. Rose and Julie A. Rose**, hereinafter called "Grantor," to the **CITY OF SEATTLE**, a municipal corporation of the State of Washington, acting through and by Seattle Public Utilities, hereinafter called the "Grantee."

SEWER EASEMENT

WITNESSETH: Said Grantor for and in consideration of the benefits herein between Grantor and Grantee, and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey, and warrant to the Grantee an easement for all purposes necessary or convenient for constructing, reconstructing, operating, maintaining, inspecting, improving, altering, repairing and replacing a sewer system and appurtenances ("Facilities") over, under, through, across and upon the following described real property in Seattle, King County, Washington:

As legally described on Exhibit A, a copy of which is attached and incorporated herein ("Sewer Easement Area") and as shown on the map in Exhibit B, a copy of which is attached and incorporated herein.

ACCESS EASEMENTS

WITNESSETH: Said Grantor for and in consideration of the benefits herein between Grantor and Grantee, and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey, and warrant to the Grantee an easement for the purposes of access to the Facilities over, under, through, across and upon the following described real property in Seattle, King County, Washington:

As legally described on Exhibit C, a copy of which is attached and incorporated herein ("Access Easement Area") and as shown on the map in Exhibit D, a copy of which is attached and incorporated herein.

CONDITIONS

The Grantee shall have the right at such time as it may in its sole determination be necessary, to enter upon the Sewer Easement Area and Access Easement Area for the purposes herein described, without incurring any legal obligation or liability therefore, provided that such work shall be accomplished in such a manner that the private improvements existing in said easement area shall not be disturbed or destroyed, or in the event that they are disturbed or destroyed, they shall be replaced in as good condition as they were immediately before the property was entered upon by the City.

Grantor hereby agrees that, with the exception of sidewalks, no buildings, other permanent structures, trees, fill or obstructions of any kind, shall be constructed, planted or permitted to remain within the boundaries of either said Sewer Easement Area or said Access Easement Area.

Grantor also hereby agrees that no other utility facilities, such as conduits, cables, pipelines, vaults, meters, poles or posts, whether public or private, other than those shown in the plans approved under City of Seattle Department of Planning and Development Permit #6382668, will be installed within the Sewer Easement Area.

Grantor, its successors, assigns, lessees, sub-lessees, tenants, and sub-tenants, shall have the right to use the Sewer Easement Area and Access Easement Area in any way and for any other legal purpose that is not inconsistent with the rights herein granted to Grantee.

Grantor waives and releases any present or future claim against the Grantee relating to hazardous substances, pollutants, or contaminants within the Sewer Easement Area or Access Easement Area, and shall indemnify and defend the Grantee from any such claim,

including enforcement action by a regulatory agency, unless the hazardous substances, pollutants or contaminants result from the Grantee's operations.

The covenants herein contained shall run with the land and shall be binding on the parties, their successors and assigns forever.

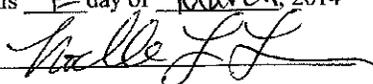
Dated this 15th day of March, 2014.


By: Peter J. Rose
Trustee of Maple Leaf Revocable Trust

STATE OF WA)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that Peter J. Rose is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as Trustee of Maple Leaf Revocable Trust in the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

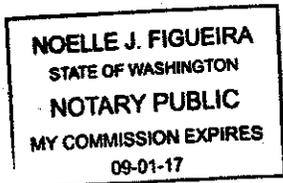
SUBSCRIBED AND SWORN to before me this 15th day of March, 2014


Name (Print) Noelle J. Figueira

NOTARY PUBLIC in and for the State of WA

residing at Seattle, WA

My appointment expires 09-01-17



Julie Anne Rose

By: Julie Anne Rose
Trustee of Maple Leaf Revocable Trust

STATE OF WA)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that Julie A. Rose is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as Trustee of Maple Leaf Revocable Trust in the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 1st day of March, 2014

Noelle J. Figueira

Name (Print) Noelle J. Figueira

NOTARY PUBLIC in and for the
State of WA

residing at Seattle, WA

My appointment expires 09-01-17

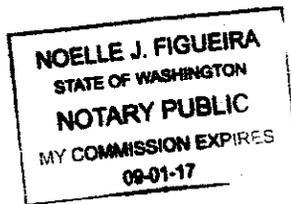


Exhibit A

PERMANENT SEWER EASEMENT LEGAL DESCRIPTION

D.R. STRONG
CONSULTING ENGINEERS
KIRKLAND WA 98033

DRS Project No. 13068
01/30/14

EXHIBIT A

LEGAL DESCRIPTION: SANITARY SEWER EASEMENT

A strip of land 12.00 feet in width, over that portion of Lots 12, 13, 14 and 15, Block E, Madrona Heights, according to Plat thereof recorded in Volume 9 of Plats, page 100, records of King County, Washington and Lots 4, 5, 6 and 7, Block 43, Lake Washington Shore Lands, in King County, Washington, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington, said strip having 6.00 feet on each side of the following described centerline;

Commencing at the northwest corner of said Lot 15, said corner being on the easterly right of way margin of Lake Washington Boulevard, as conveyed by deed recorded under Recording Number 609203, records of said county; thence $N90^{\circ}00'00''E$, along the north line of said lot and the north line of said Lot 4 a distance of 182.39 feet to THE POINT OF BEGINNING of the herein described centerline; thence $S16^{\circ}35'52''W$ 92.17 feet; thence $S14^{\circ}22'39''W$ 71.40 feet to Point A, said point being on the north line of the south 2.50 feet of said Lot 7; thence continuing $S14^{\circ}22'39''W$ 2.58 feet to the south line of said Lot 7 and the terminus of said centerline, said terminus bears $N90^{\circ}00'00''E$ 93.55 feet from the southwest corner of said Lot 12;

Together with a strip of land 5.00 feet in width, over that portion of said Lots 12 and 7 having 2.50 feet on each side of the following described centerline;

BEGINNING at said Point A; thence $N90^{\circ}00'00''W$, along the north line of the south 2.50 feet of said Lot 7 and its westerly prolongation, 23.44 feet to the terminus of said centerline.

The sidelines of the above described strip of land shall be lengthened or shortened, as required, to intersect at all interior angle points, the south line of said Lots 12 and 7 and the north line of said Lot 4 and a line that bears $N25^{\circ}25'22''E$ and $S25^{\circ}25'22''W$ from the terminus of the herein described 5.00 foot strip.

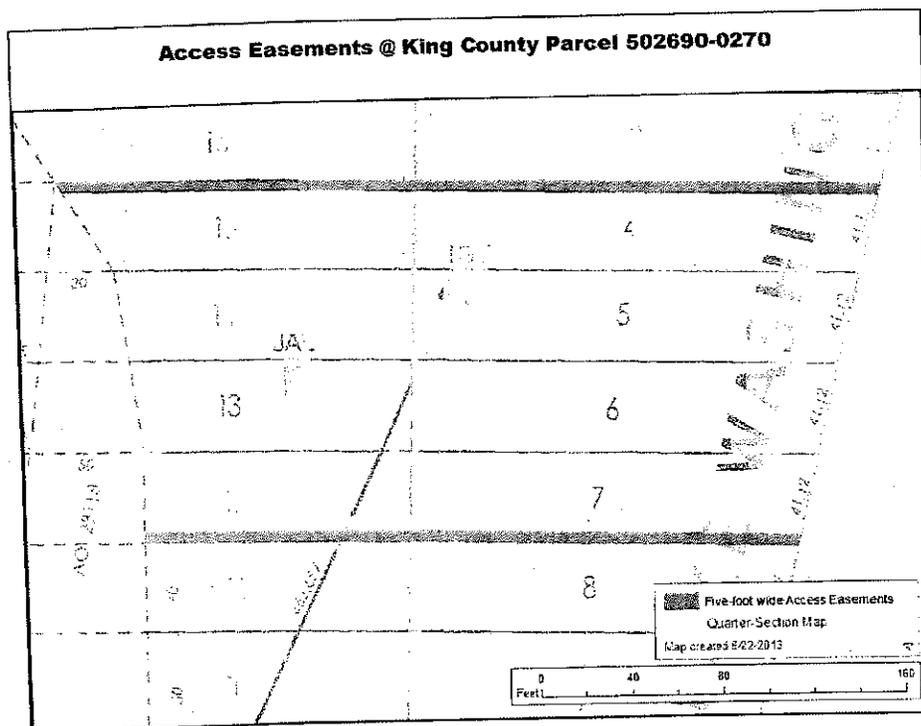


Exhibit C

LEGAL DESCRIPTIONS
OF
ACCESS EASEMENTS

- 1) North five (5) feet of Lot 15, Block E of Madrona Heights, according to plat recorded in Volume 9 of Plats at page(s) 100, in King County, Washington, except that portion thereof conveyed to City of Seattle for street purposes by deed recorded under recording number 609203, records of said county; and North five (5) feet of Lot 4, Block 43, Lake Washington Shore Lands, in King County, Washington, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington.
- 2) South five (5) feet of Lot 12, Block E of Madrona Heights, according to plat recorded in Volume 9 of Plats at page(s) 100, in King County, Washington, except that portion thereof conveyed to City of Seattle for street purposes by deed recorded under recording number 609203, records of said county; and South five (5) feet of Lot 7, Block 43, Lake Washington Shore Lands, in King County, Washington, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington.

Exhibit D



Attachment 3

Recording Requested By And
When Recorded Mail To:

Seattle Public Utilities
Facilities and Real Property Services
PO Box 34018
Seattle WA 98124-4018

CONFORMED COPY

20140328001078

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CONSENT AGREEMENT

Reference #s of Documents Released or Assigned: ...N/A
Grantor:.....City of Seattle
Grantee:.....Maple Leaf Revocable Trust, Peter J Rose and
Julie A Rose
Legal Description (abbreviated):.....Lots 12-15, Blk E, Madrona Heights, Vol 9,
Pg 100 and Lots 4-7, Blk 43, Lake
Washington Shore Lands, King County
Assessor's Tax Parcel ID#:.....502690-0270

This Consent Agreement is entered into by and between **The City of Seattle**, a municipal corporation of the State of Washington (the "Grantor" or "City"), acting by and through Seattle Public Utilities ("SPU") and **Maple Leaf Revocable Trust, Peter J. Rose and Julie A. Rose**, owners of a residential property at 1620 Lake Washington Boulevard, ("the Grantees" or "the Owners").

WHEREAS, Grantor acquired easements from Grantees for access and a public sewer together with necessary appurtenances (the "Public Utility Facility") on property located in the vicinity of 1620 Lake Washington Boulevard, Seattle, which easement document is recorded with the King County Recorder's Office under Recording Number 20140328001078 (the "Easements") and is legally described in Exhibit A (the "Access Easement Areas") and Exhibit B (the "Sewer Easement Area") attached hereto, which by this reference is incorporated herein; and

WHEREAS, the Easements were granted in exchange for the relinquishment by the City of two easements established by King County Superior Court Cause 224604 Descriptions 16 and 17, dated April 22, 1930. Said relinquishment is recorded with the King County Recorder's Office under Recording Number 20140328001078 and

WHEREAS, the Grantees had built improvements described in Exhibit C through Exhibit D (the "Improvements") within the Access Easement Areas and the Sewer Easement Area prior to granting the Easements and wishes to document the City's agreement that said Improvements may remain within the Access Easement Areas and the Sewer Easement Area;

NOW THEREFORE, BE IT AGREED THAT:

Subject to the terms and conditions herein stated, The City hereby gives formal consent, acting by and through its Director, Seattle Public Utilities, to the Grantees for the Improvements described in Exhibit C through Exhibit D, located partially within the Access Easement Areas and the Sewer Easement Area.

1. The City's consent for the Improvements within the Access Easement Areas and the Sewer Easement Area pursuant to this Consent Agreement does not constitute approval of the design and construction of the Improvements. This consent is made subject to the existing easement rights of the City of Seattle established under King County Recording Number, 20140328001078, dated 03/28/2014 and providing that: 1) the

existing Improvements shall not interfere with the use of the Easements by the City of Seattle for sewer purposes, and 2) the Improvements shall at all times be in compliance with the Seattle Municipal Code.

2. The Owners shall be liable to the City for any damage to the City's sanitary sewer or other City utility facilities attributable to the existence of the Improvements, including but not limited to any detrimental movement of the City's sanitary sewer.
3. No other structural alterations, additions or replacement structures shall be undertaken within the Access Easement Areas or the Sewer Easement Area.
4. The City shall continue to have the right, power, privilege and authority to enter upon the Access Easement Areas or the Sewer Easement Area at any time for all purposes necessary or convenient for constructing, reconstructing, operating, maintaining, inspecting, improving, altering, repairing, and replacing the sanitary sewer system and appurtenances, provided that such work shall be accomplished in such a manner that the Improvements existing in said Access Easement Areas and Sewer Easement Area shall not be disturbed or destroyed, or in the event that they are disturbed or destroyed, they shall be replaced in as good condition as they were immediately before the property was entered upon by the City.
5. The Owners, for and on behalf of themselves, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, does by these presents hereby covenant and agree to forever hold and save The City of Seattle free and harmless from any and all claims, actions or damages of every kind and description which may accrue to, or be suffered by, any person by reason of the use or occupancy of the Improvements, except to the extent of the City's negligence, pursuant to RCW 4.24.115.

Exhibit A
Legal Descriptions of Access Easement Areas

- 1) North five (5) feet of Lot 15, Block E of Madrona Heights, according to plat recorded in Volume 9 of Plats at page(s) 100, in King County, Washington, except that portion thereof conveyed to City of Seattle for street purposes by deed recorded under recording number 609203, records of said county; and North five (5) feet of Lot 4, Block 43, Lake Washington Shore Lands, in King County, Washington, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington.
- 2) South five (5) feet of Lot 12, Block E of Madrona Heights, according to plat recorded in Volume 9 of Plats at page(s) 100, in King County, Washington, except that portion thereof conveyed to City of Seattle for street purposes by deed recorded under recording number 609203, records of said county; and South five (5) feet of Lot 7, Block 43, Lake Washington Shore Lands, in King County, Washington, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington.

Exhibit B
Legal Description of Sewer Easement Area

LEGAL DESCRIPTION: SANITARY SEWER EASEMENT

A strip of land 12.00 feet in width, over that portion of Lots 12, 13, 14 and 15, Block E, Madrona Heights, according to Plat thereof recorded in Volume 9 of Plats, page 100, records of King County, Washington and Lots 4, 5, 6 and 7, Block 43, Lake Washington Shore Lands, in King County, Washington, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington, said strip having 6.00 feet on each side of the following described centerline;

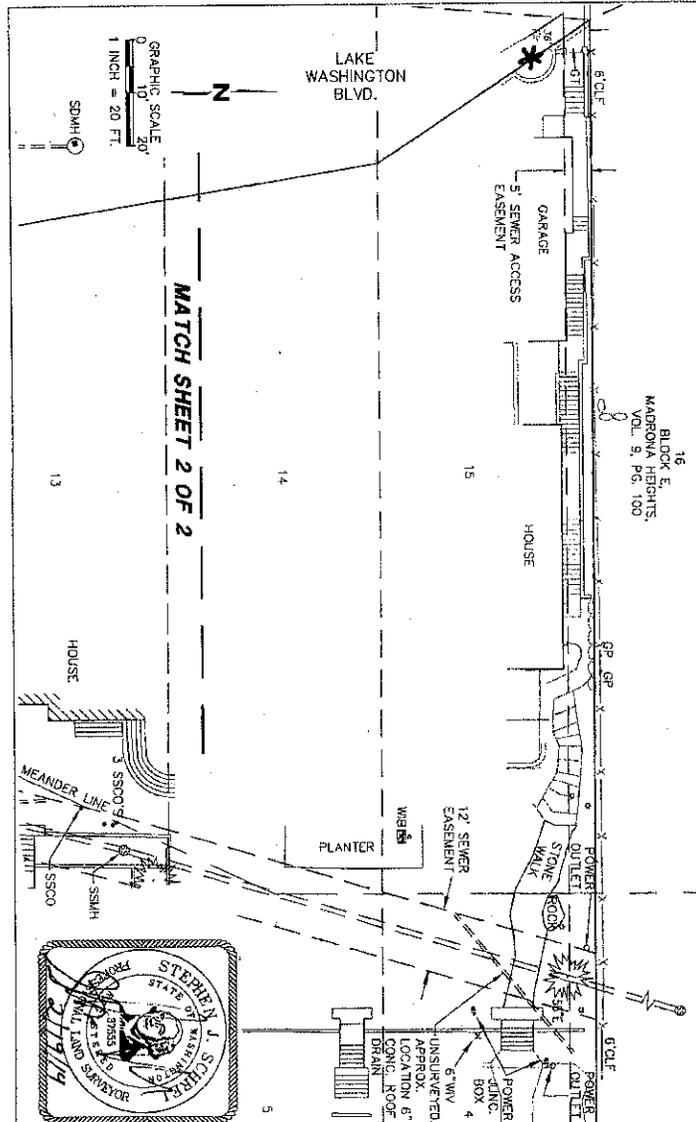
Commencing at the northwest corner of said Lot 15, said corner being on the easterly right of way margin of Lake Washington Boulevard, as conveyed by deed recorded under Recording Number 609203, records of said county; thence N90°00'00"E, along the north line of said lot and the north line of said Lot 4 a distance of 182.39 feet to THE POINT OF BEGINNING of the herein described centerline; thence S16°35'52"W 92.17 feet; thence S14°22'39"W 71.40 feet to Point A, said point being on the north line of the south 2.50 feet of said Lot 7; thence continuing S14°22'39"W 2.58 feet to the south line of said Lot 7 and the terminus of said centerline, said terminus bears N90°00'00"E 93.55 feet from the southwest corner of said Lot 12;

Together with a strip of land 5.00 feet in width, over that portion of said Lots 12 and 7 having 2.50 feet on each side of the following described centerline;

BEGINNING at said Point A; thence N90°00'00"W, along the north line of the south 2.50 feet of said Lot 7 and its westerly prolongation, 23.44 feet to the terminus of said centerline.

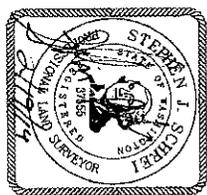
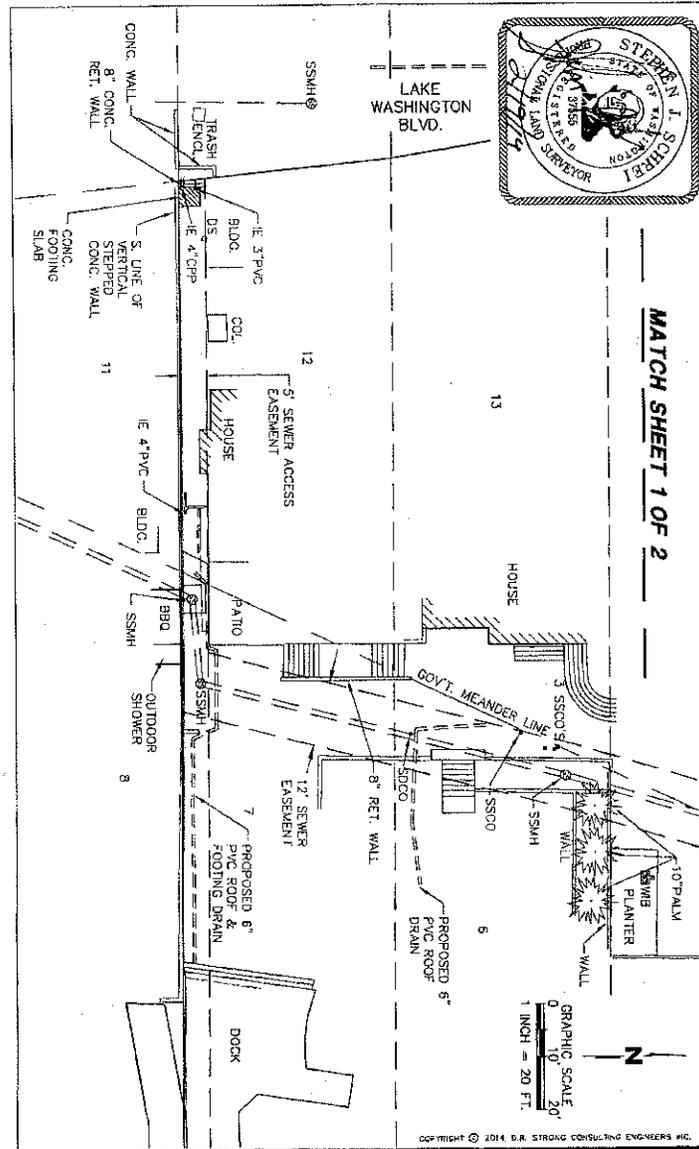
The sidelines of the above described strip of land shall be lengthened or shortened, as required, to intersect at all interior angle points, the south line of said Lots 12 and 7 and the north line of said Lot 4 and a line that bears N25°25'22"E and S25°25'22"W from the terminus of the herein described 5.00 foot strip.

Exhibit C - Improvements Within North One-Half of Property



<p align="center"> SANITARY SEWER EASEMENT EXHIBIT "C" 1620 LAKE WASHINGTON BLVD SEATTLE, WA 98122 </p>	 <p align="center"> D.R. STRONG CONSULTING ENGINEERS <small>ENGINEERS PLANNERS SURVEYORS</small> <small>2000 1st Avenue, Seattle, WA 98101</small> <small>206.461.1111</small> </p>	<p> <small>PROJECT SURVEYOR: SSB</small> <small>DRAWN BY: FAD</small> <small>FIELD BOOK: 721</small> <small>DATE: 04-22-14</small> <small>PROJECT NO.: 13068</small> <hr/> <small>DRAWING: 1 OF 2</small> <small>SHEET.</small> </p>
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Exhibit D - Improvements Within South One-Half of Property



MATCH SHEET 1 OF 2

Copyright © 2014, D.R. Strong Consulting Engineers, Inc.

**SANITARY SEWER
 EASEMENT EXHIBIT "D"**
 1620 LAKE WASHINGTON BLVD
 SEATTLE, WA 98122



PROJECT SURVEYOR: SJS
 DRAFTED BY: TAD
 FIELD BOOK: 721
 DATE: 01-22-14
 PROJECT NO.: 13068
 DRAWING: 2 OF 2
 SHEET:

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle Public Utilities	Pree Carpenter/6-9754	Aaron Blumenthal/ 3-2656

Legislation Title:

AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property rights relating to sewer facilities within property commonly known as 1620 Lake Washington Boulevard surplus to City utility needs; authorizing the Director of Seattle Public Utilities to relinquish such easement rights; authorizing the Director of Seattle Public Utilities to accept an easement from Julie Rose, Peter Rose and the Maple Leaf Revocable Trust for a City-owned sanitary sewer facility; and ratifying and confirming certain prior acts.

Summary of the Legislation:

This legislation would authorize the relinquishment of two easements for utility purposes and authorizes the acceptance of one new easement agreement to convey public sanitary sewage through private property and to access and maintain sanitary sewer facilities on private property.

Background:

In 1930 the City of Seattle condemned a sewer right-of-way and constructed a sanitary sewer along a portion of the western shore of Lake Washington. In 2013, the home owners at 1620 Lake Washington Boulevard punctured this sanitary sewer line while constructing a new detached garage and pavilion as authorized by City of Seattle Department of Planning and Development Construction Permit 6309760. SPU authorized relocating the sanitary sewer line to a different location on the property. This ordinance relinquishes unnecessary property rights for the abandoned sewer line and authorizes a new easement for the sanitary sewer line.

Please check one of the following:

 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?**
Ongoing risk related to continued liability for maintaining and operating a public sewer on private property.

- 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?**
No viable alternatives are known.
- e) **Is a public hearing required for this legislation?**
Yes. A public hearing is required for the City to relinquish property or property rights in accordance with RCW 35.94.040. A public hearing will be held before a City Council meeting, as designated by Council during public comment period.
- 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. Please see attached map.
- h) **Other Issues:**
None known.

List attachments to the fiscal note below:
Exhibit A – Vicinity Map

Exhibit A

1620 Lake Washington Blvd





City of Seattle
Edward B. Murray
Mayor

September 2, 2014

Honorable Tim Burgess
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Burgess:

I am pleased to transmit the attached proposed Council Bill that would accept an easement from Julie and Peter Rose and the Maple Leaf Revocable Trust for sewer infrastructure and relinquish two easements that are surplus to the City's needs.

The original sewer alignment impeded the property owners' building plans. SPU agreed to the realignment of the sewer line at the property owners' expense as long as acceptable property rights were granted to allow conveyance of public sanitary sewage through private property and the future maintenance and operation of the relocated sewer line.

Thank you for your consideration of this legislation. Should you have questions, please contact Pree Carpenter at 386-9754.

Sincerely,

Edward B. Murray
Mayor of Seattle

cc: Honorable Members of the Seattle City Council