

**CITY OF SEATTLE**  
**ORDINANCE \_\_\_\_\_**

COUNCIL BILL 118279

1 AN ORDINANCE relating to Seattle Public Utilities; accepting easements situated in southeast  
2 Seattle granted to the City of Seattle for installation, operation and maintenance of sewer  
3 lines necessary for drainage and wastewater utility purposes; placing the easements under  
4 the jurisdiction of Seattle Public Utilities and ratifying and confirming certain prior acts.

5 WHEREAS, the City of Seattle owns and operates a combined sewer system that overflows  
6 during heavy rain events;

7 WHEREAS, the combined sewer system overflows (CSOs) are governed by the State of  
8 Washington under the terms of a National Pollutant Discharge Elimination System  
9 (NPDES) permit;

10 WHEREAS, the NPDES permit mandates the City of Seattle limit untreated overflows at each  
11 CSO outfall to an average of no more than one per year;

12 WHEREAS, based on the volume of overflows and their impact on water quality in Lake  
13 Washington, Basins 47 and 171 are identified in the NPDES permit as a priority for CSO  
14 reduction, including regulatory milestones for completion of a capital improvement  
15 project;

16 WHEREAS, after more than two years of study and discussions with residents, Seattle Public  
17 Utilities (SPU) has decided to address the neighborhood's combined sewer overflow  
18 problems by constructing a 24-inch diameter storm drain and 18-inch diameter sanitary  
19 sewer (Facilities) within 52<sup>nd</sup> Avenue South and South Henderson Street;

20 WHEREAS, the Facilities are within street right-of-way, close to the edge of the right-of-way  
21 and sewer easements are necessary for future repairs;

22 WHEREAS, the three adjacent property owners, Mycon Real Estate Investment Company,  
23 Safeway Incorporated and Lake Washington Limited Partnership, LLP, have agreed to  
24 grant sewer easements; NOW, THEREFORE,

25 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**  
26  
27  
28

1 Section 1. The City hereby accepts the easement granted to the City of Seattle by Mycon  
2 Real Estate Investments, LLC for a sewer line and appurtenances as legally described and  
3 depicted in Attachment 1.

4 Section 2. The City hereby accepts the temporary construction easement granted to the  
5 City of Seattle by Mycon Real Estate Investments, LLC for a period of two years, terminating by  
6 December 31, 2015, for the construction of sewer line and appurtenances as legally described  
7 and depicted in Attachment 2.

8 Section 3. The City hereby accepts the easement granted to the City of Seattle by Lake  
9 Washington Limited Partnership for a sewer line and appurtenances as legally described and  
10 depicted in Attachment 3.

11 Section 4. The City hereby accepts the temporary construction easement granted to the  
12 City of Seattle by Lake Washington Limited Partnership for a period of twelve months,  
13 terminating by December 31, 2014, for the construction of sewer line and appurtenances as  
14 legally described and depicted in Attachment 4.

15 Section 5. The City hereby accepts the temporary construction easement granted to the  
16 City of Seattle by Safeway Incorporated for a period of two years, terminating by December 31,  
17 2015, for the construction of sewer line and appurtenances as legally described and depicted in  
18 Attachment 5.

19 Section 6. The real property rights conveyed by these easements shall be placed under  
20 the jurisdiction of Seattle Public Utilities.

21 Section 7. Any act consistent with the authority of this ordinance taken prior to its  
22 effective date is ratified and confirmed.

1 Section 8. This ordinance shall take effect and be in force 30 days after its approval by  
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the \_\_\_\_ day of \_\_\_\_\_, 2014, and  
5 signed by me in open session in authentication of its passage this  
6 \_\_\_\_ day of \_\_\_\_\_, 2014.

7  
8 \_\_\_\_\_  
9 President \_\_\_\_\_ of the City Council

10  
11 Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2014.

12  
13 \_\_\_\_\_  
14 Edward B. Murray, Mayor

15  
16 Filed by me this \_\_\_\_ day of \_\_\_\_\_, 2014.

17  
18 \_\_\_\_\_  
19 Monica Martinez Simmons, City Clerk

20 (Seal)

- 21  
22 Attachment 1: Easement granted by Mycon Real Estate Investments, LLC  
23 Attachment 2: Temporary Construction Easement granted by Mycon Real Estate Investments,  
24 LLC  
25 Attachment 3: Easement granted by Lake Washington Limited Partnership  
26 Attachment 4: Temporary Construction Easement granted by Lake Washington Limited  
27 Partnership  
28 Attachment 5: Temporary Construction Easement granted by Safeway Incorporated

Attachment 1

Easement Granted by Mycon Real Estate Investments, LLC

**DRAINAGE and SEWER EASEMENT**

Reference #s of Documents Released or Assigned: none  
Grantor:..... Mycon Real Estate Investments, LLC  
Grantee:..... City of Seattle  
Legal Description (abbreviated):..... Portion of Tract C, Plat of Rainier  
Beach  
Assessor's Tax Parcel ID#:..... 7129305315

RW#

THIS EASEMENT granted this 5<sup>th</sup> day of March, 2013, by **Mycon Real Estate Investments, LLC**, 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."

**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 constructing, reconstructing, operating, maintaining, inspecting, improving, altering, repairing and replacing a sewer pipe 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 ("**Easement Area**") and as shown on the map in Exhibit B, a copy of which is attached and incorporated herein.

The Grantee shall have the right at such time as may in its sole determination be necessary, to enter upon the 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 said Easement Area without prior written permission of the Director of Seattle Public Utilities (or the Director's designee), or any such officer or board who may hereafter succeed to the jurisdiction and powers in respect to the Facilities now possessed by the Director of Seattle Public Utilities (or their designee).

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 approved in the Plans, will be installed unless Grantor shall have submitted the plans for the same to Seattle Public Utilities for its review and written approval.

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

Grantor waives any present or future claim against the Grantee relating to hazardous substances, pollutants, or contaminants within the Easement Areas, 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 6<sup>th</sup> day of March, 2013.

Steven C Mycon

By: Steven C Mycon  
Manager  
Mycon Real Estate Investments, LLC

STATE OF WASHINGTON  
COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that HOANG VAN TRAN 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 STE MYCON of \_\_\_\_\_ 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 5 day of Oct, 2013

Hoang Van Tran

Name (Print) HOANG VAN TRAN

NOTARY PUBLIC in and for the State of WASHINGTON

residing at SEATTLE

My appointment expires 1-29-2016

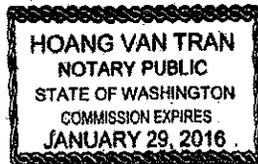


Exhibit A

PERMANENT EASEMENT DESCRIPTION

THAT PORTION OF TRACT C OF THE PLAT OF RAINIER BEACH, AS RECORDED IN VOLUME 8 OF PLATS, PAGE 11, RECORDS OF KING COUNTY, WASHINGTON, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., EXCEPT THAT PORTION OF SAID PREMISES CONDEMNED FOR RAINIER AVENUE IN KING COUNTY SUPERIOR COURT CAUSE NO. 87583 AND EXCEPT THAT PORTION OF SAID PREMISES CONDEMNED FOR 52ND AVENUE SOUTH, IN KING COUNTY SUPERIOR COURT CASE NO. 177159, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SAID PORTION OF TRACT C;  
THENCE N 88° 30' 09" W ALONG THE NORTHERLY RIGHT OF WAY MARGIN OF RAINIER AVENUE SOUTH A DISTANCE OF 9.04 FEET;

THENCE N 18° 21' 12" E A DISTANCE OF 30.76 FEET TO THE WESTERLY RIGHT OF WAY MARGIN OF 52ND AVENUE SOUTH;

THENCE S 01° 15' 48" W ALONG THE WESTERLY RIGHT OF WAY MARGIN OF 52ND AVENUE SOUTH A DISTANCE OF 29.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 133 SQ. FT., MORE OR LESS

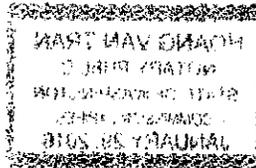
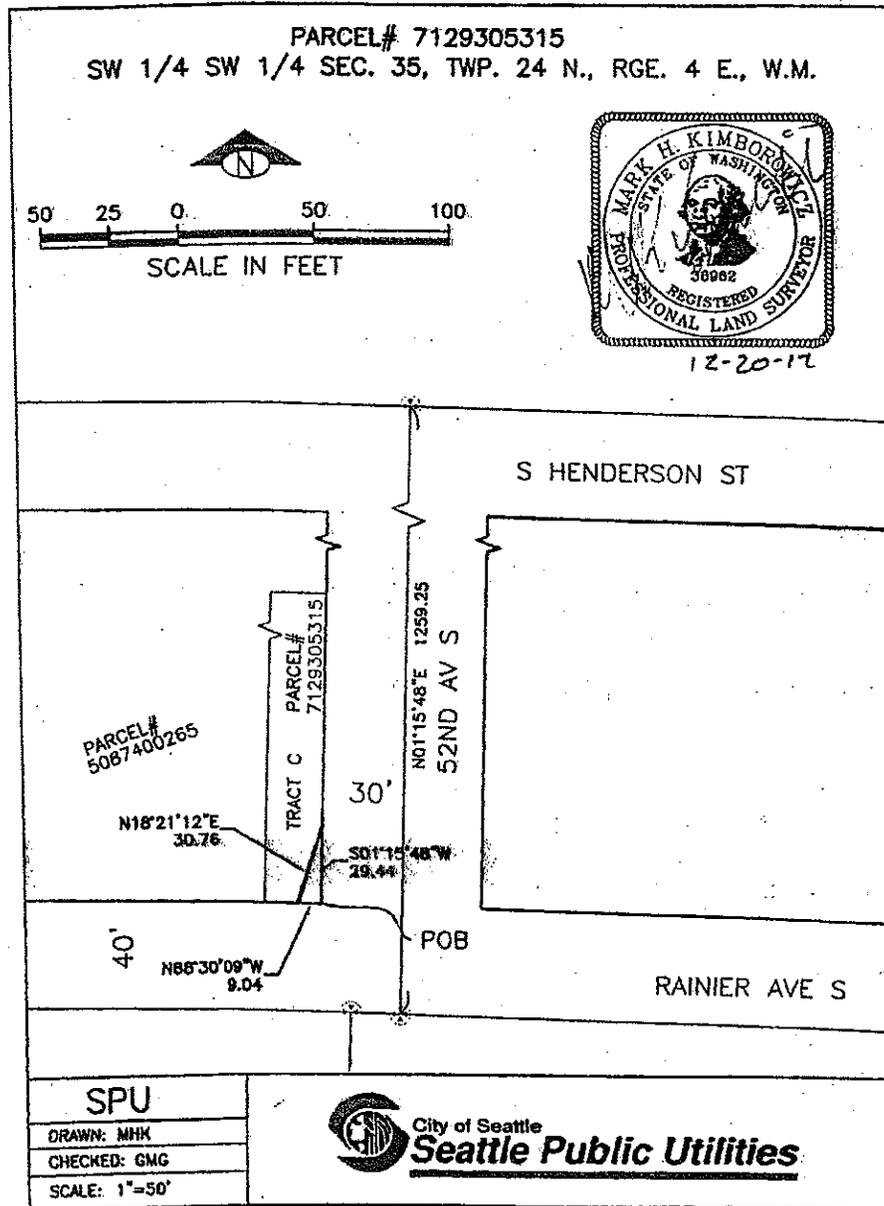


Exhibit B



Attachment 2

Temporary Construction Easement granted by Mycon Real Estate Investments, LLC

Document Type:	Temporary Construction Easement
Reference Number of Related Document:	N/A
Grantor(s):	Mycon Real Estate Investments, LLC
Grantee(s):	City of Seattle
Legal Description (abbreviated):	Pt. of Tract C, Plat of Rainier Beach
Assessor's Tax Parcel Number:	Pt of 7129305315

**TEMPORARY CONSTRUCTION EASEMENT**

Project:

This TEMPORARY CONSTRUCTION EASEMENT, granted this 5<sup>th</sup> day of March, 2013, by Mycon Real Estate Investments, LLC, ("Grantor"), to the CITY OF SEATTLE ("City"), a municipal corporation of the State of Washington, acting by and through its Seattle Public Utilities Department ("SPU") ("Grantee").

WITNESSETH: Grantor, for and in consideration of TEN AND NO/100 dollars and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, a Temporary Construction Easement ("TCE") to use 2,110 square feet of land for purposes related to the construction of SPU's planned public improvements for the 52nd Ave S CSO Reduction and Lower Mapes Creek Restoration Projects ("Project"), on the following described real property:

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

This TCE shall include only such rights of use in the land above described as shall be necessary for the construction of the public improvement Project by Grantee and its contractors. Grantee, its agents and contractors will not unreasonably interfere with the Grantor's access to and use of its property except as otherwise provided for herein.

Grantee and its contractors shall construct the Project in such a manner that any private improvements existing in the Easement Area shall not be disturbed or destroyed, but in the event that they are disturbed or destroyed, SPU or its contractors shall restore

them or the property to as good as the condition existing immediately prior to the construction activities under this TCE.

To the extent allowed by law, the City agrees to indemnify Grantor from and against any and all claims, demands, suits, damages, loss or liability arising from the City's exercise of the rights granted herein except for such claims, demands, suits, damages, loss or liability arising out of the negligence of Grantor.



Exhibit A

**TEMPORARY EASEMENT DESCRIPTION**

THAT PORTION OF TRACT C OF THE PLAT OF RAINIER BEACH, AS RECORDED IN VOLUME 8 OF PLATS, PAGE 11, RECORDS OF KING COUNTY, WASHINGTON, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., EXCEPT THAT PORTION OF SAID PREMISES CONDEMNED FOR RAINIER AVENUE IN KING COUNTY SUPERIOR COURT CAUSE NO. 87583 AND EXCEPT THAT PORTION OF SAID PREMISES CONDEMNED FOR 52<sup>ND</sup> AVENUE SOUTH, IN KING COUNTY SUPERIOR COURT CASE NO. 177159, DESCRIBED AS FOLLOWS;

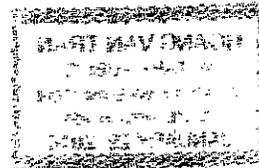
BEGINNING AT THE SOUTHEAST CORNER OF SAID PORTION OF TRACT C;  
THENCE N 88° 30' 09" W ALONG THE NORTHERLY RIGHT OF WAY MARGIN  
OF RAINIER AVENUE SOUTH A DISTANCE OF 10.00 FEET;

THENCE N 01° 15' 48" E A DISTANCE OF 211.00 FEET;

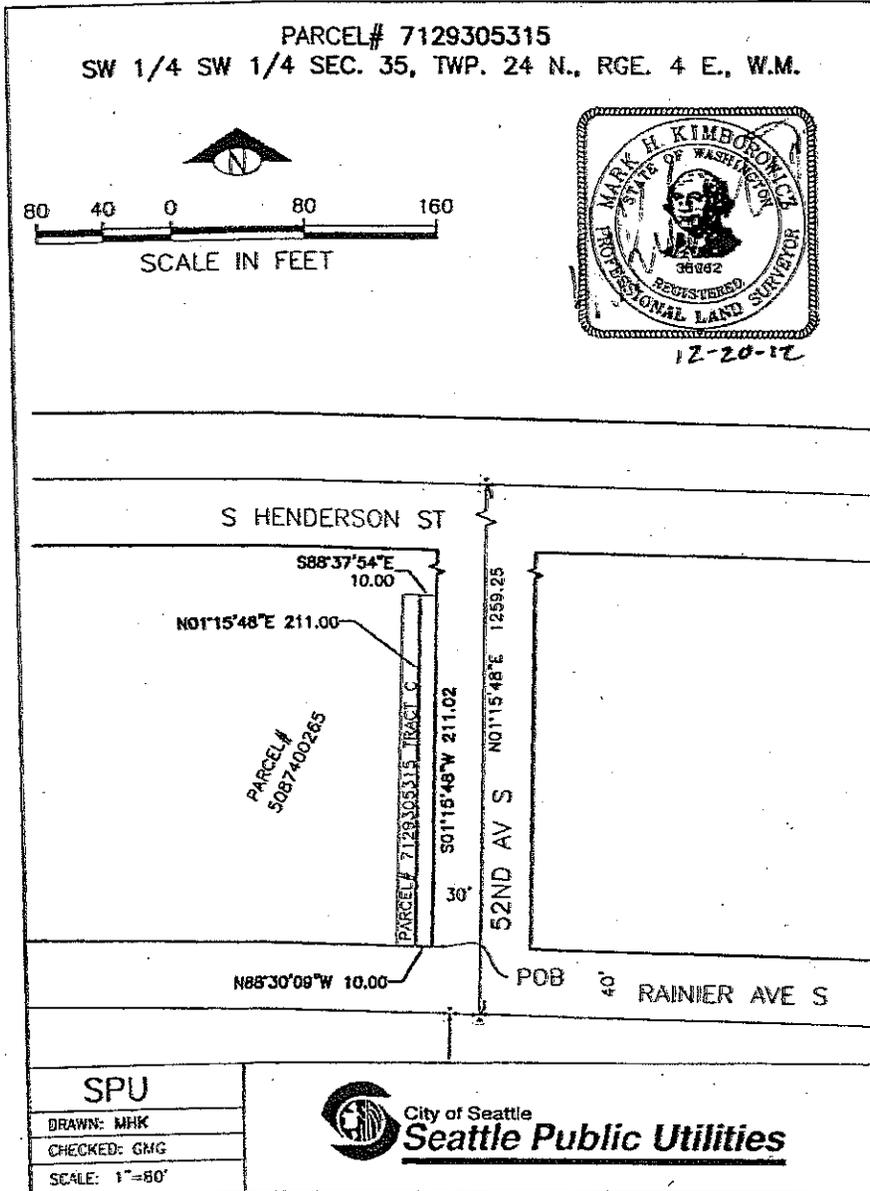
THENCE S 88° 37' 54" E A DISTANCE OF 10.00 TO THE WESTERLY RIGHT OF  
WAY MARGIN OF 52ND AVENUE SOUTH;

THENCE S 01° 15' 48" W ALONG THE WESTERLY RIGHT OF WAY MARGIN OF  
52ND AVENUE SOUTH A DISTANCE OF 211.02 FEET TO THE POINT OF  
BEGINNING;

CONTAINING 2110 SQ. FT., MORE OR LESS.



**Exhibit B**



Attachment 3

Easement Granted by Lake Washington Limited Partnership

**DRAINAGE and SEWER EASEMENT**

Reference #s of Documents Released or Assigned:..... none  
Grantor:..... Lake Washington Limited Partnership,  
a Washington Limited Partnership  
Grantee:..... City of Seattle  
Legal Description (abbreviated):..... Ptn GL 3, Sec 35, Twp 24N, Rge 4E,  
King County  
Assessor's Tax Parcel ID#:..... 352404-9015

RW# 2012-021-001

THIS EASEMENT granted this 6<sup>th</sup> day of JUNE, 2013, by Lake Washington Limited Partnership, a Washington Limited Partnership, 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."

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 modifications, inspection, alteration, operation, improvement, maintenance, repair and replacement of the sewer pipe and appurtenances ("Facilities") over, under, through, across and upon the real property in Seattle, King County, Washington described in Exhibit A ("Easement Area") and as shown on the map in Exhibit B, a copy of which is attached and incorporated herein.

The Grantee shall have the right at such time as may in its sole determination be necessary, to enter upon the Easement Area for the purposes herein described, without incurring any legal obligation or liability therefore. Prior to commencing such work, Grantee shall give five-days written notice of its intent to enter therein, unless the need for entry arises out of an emergency condition affecting or potentially affecting Grantee's improvements, in which event, notice shall be given to Grantor by a means calculated by

**Grantee to provide sufficient notice. Any work within the Easement Area shall be accomplished in such a manner that the private improvements existing in said Easement Area shall not be damaged, or in the event that they are damaged, Grantee shall repair such damage to a condition as nearly similar as possible as the conditions existing immediately prior to the damage.**

**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 said Easement Area without prior written permission of the Director of Seattle Public Utilities (or the Director's designee), or any such officer or board who may hereafter succeed to the jurisdiction and powers in respect to the Facilities now possessed by the Director of Seattle Public Utilities (or their designee).**

**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 approved in the Plans, will be installed within the boundaries of said Easement Area unless Grantor shall have submitted the plans for the same to Seattle Public Utilities for its review and written approval.**

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

**Grantor waives any present or future claim against the Grantee relating to hazardous substances, pollutants, or contaminants within the 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 6<sup>th</sup> day of June, 2013.

**GENERAL PARTNER:**

Lake Washington Apartments, LLC  
By: Southeast Effective Development, Manager

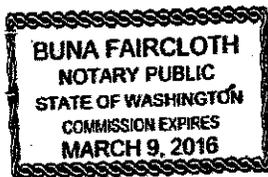
By: *Lance Matteson*  
Lance Matteson  
Its: Executive Director

Date: 6-3-13

STATE OF Washington )  
COUNTY OF King ) ss.

I certify that I know or have satisfactory evidence that Lance Matteson 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 \_\_\_\_\_ (title) of \_\_\_\_\_ 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 3<sup>rd</sup> day of June, 2013



*Buna Faircloth*  
Name (Print) Buna Faircloth

NOTARY PUBLIC in and for the State of Washington

residing at Seattle

My appointment expires March 9, 2016



### CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)  
 See Statement Below (Lines 1-5 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me  
on this 3<sup>rd</sup> day of June, 2013  
by \_\_\_\_\_  
Date Month Year

(1) Michael Barker  
Name of Signer

proved to me on the basis of satisfactory evidence  
to be the person who appeared before me ( ) ~~/~~  
(and

(2) \_\_\_\_\_  
Name of Signer

proved to me on the basis of satisfactory evidence  
to be the person who appeared before me)

Signature Erin Manning Cunningham  
Signature of Notary Public



Place Notary Seal and/or Stamp Above

#### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### Further Description of Any Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

**Exhibit A**

**PERMANENT EASEMENT DESCRIPTION  
PARCEL 3524049015**

**THAT PORTION OF GOVERNMENT LOT 3, IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE INTERSECTION OF THE EAST MARGIN OF 52<sup>ND</sup> AVENUE SOUTH BEING 30 FEET EASTERLY OF THE MONUMENTED CENTERLINE WITH THE SOUTH MARGIN OF SOUTH HENDERSON STREET BEING 40 FEET SOUTHERLY OF THE MONUMENTED CENTERLINE;**

**THENCE S 88° 41' 40" E ALONG SAID SOUTH MARGIN A DISTANCE OF 504.06 FEET TO A POINT 120 FEET WEST OF THE WESTERLY MARGIN OF SEWARD PARK AVENUE SOUTH;**

**THENCE S 01° 33' 45" E PARALLEL WITH SAID WESTERLY MARGIN A DISTANCE OF 3.50 FEET;**

**THENCE N 88° 41' 40" W A DISTANCE OF 57.14 FEET;**

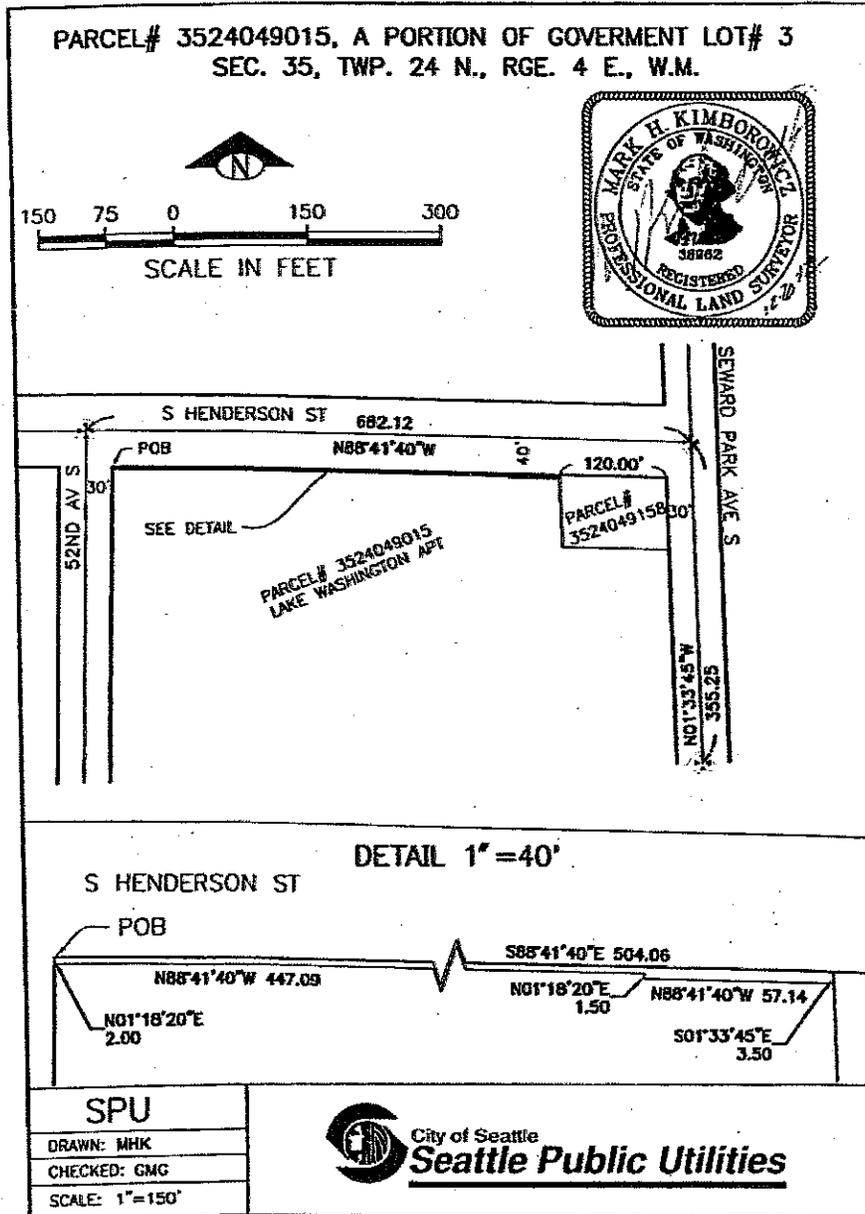
**THENCE N 01° 18' 20" E A DISTANCE OF 1.50 FEET;**

**THENCE N 88° 41' 40" W A DISTANCE OF 447.09 FEET TO THE EASTERLY MARGIN OF 52<sup>ND</sup> AVENUE SOUTH;**

**THENCE N 01° 18' 20" E ALONG SAID EASTERLY MARGIN A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 1,094 SQ. FT., MORE OR LESS.**

Exhibit B



Attachment 4

Temporary Construction Easement Granted by  
Lake Washington Limited Partnership

**TEMPORARY CONSTRUCTION EASEMENT**

Reference #s of Documents Released or Assigned:.....none  
Grantor:.....Lake Washington Limited Partnership,  
a Washington Limited Partnership  
Grantee:.....City of Seattle  
Legal Description (abbreviated):.....Ptn GL 3, Sec 35, Twp 24N, Rg 4E,  
King County  
Assessor's Tax Parcel ID#:.....352404-9015  
RW#2012-021-002

This TEMPORARY CONSTRUCTION EASEMENT, granted this 6<sup>th</sup> day  
of June, 2013, by **Lake Washington Limited Partnership, a  
Washington Limited Partnership**, ("Grantor"), to the **CITY OF SEATTLE** ("City"), a  
municipal corporation of the State of Washington, acting by and through its Seattle  
Public Utilities Department ("SPU") ("Grantee").

WITNESSETH: Grantor, for and in consideration of \$9,600 AND NO/100 dollars  
and other valuable consideration, receipt of which is hereby acknowledged, hereby  
conveys and grants to Grantee, a Temporary Construction Easement ("TCE") to use  
5,951 square feet of land for purposes related to the construction of SPU's planned public  
improvements for the 52nd Ave S CSO Reduction and Lower Mapes Creek Restoration  
Projects ("Project"), on the following described real property:

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

This TCE shall include such rights of use in the land above described as are reasonably  
necessary for the construction of the Project by Grantee and its contractors. Grantee, its  
agents and contractors will not unreasonably interfere with the Grantor's access to and  
use of its property except as otherwise provided for herein; provided however, that

Grantor will endeavor to use points of access to the buildings that do not conflict with Grantee's right of use during the terms of this TCE.

Grantor's property has two tenanted buildings (Buildings 1 and 35) along South Henderson Street that are presently occupied. Grantor intends to vacate each building for a period of 30 days in order to renovate the same. Grantee will construct its facility in front of each building during Grantor's renovations. The Grantee shall give the Grantor 95 days notice of the intent to construct in front of each building so that the Grantor can provide 90 days notice to tenants that said buildings shall be vacated. Grantor shall inform Grantee of the date each of said buildings will be vacated. The TCE will commence on the date that each said building is vacated provided however, that in no event shall such commencement of the term of this TCE occur later than December 15, 2013. In the event that Grantor does not give notice of the commencement of this TCE by the aforesaid date, Grantee shall give Grantor 30-days notice of its intent to proceed with the Project. Grantee and its contractors shall construct the Project in such a manner that any private improvements existing in the Easement Area shall not be damaged unless necessary to the Project, but in the event that any are damaged, SPU or its contractors shall repair such damage to a condition as nearly similar as reasonably possible as the condition existing immediately prior to the damage. If Grantee's work, excluding landscaping and other construction work that does not prevent re-occupancy of said buildings, exceeds 30 days and prevents tenants from reoccupying the said buildings, Grantee shall reimburse the Grantor \$722 and NO/100 dollars per day that the Grantee's work delays re-occupancy.

To the extent allowed by law, the Grantee agrees to indemnify Grantor from and against any and all claims, demands, suits, damages, loss or liability arising from the Grantee's exercise of the rights granted herein except for such claims, demands, suits, damages, loss or liability arising out of the negligence of Grantor.

This TCE shall be binding on the parties, their successors and assigns. The term of this TCE shall terminate one year from the effective date the Grantor gives the aforesaid notice, the date the Project is constructed and accepted as complete by the City (termination date), or December 31, 2014, whichever event occurs first.

Dated this 6<sup>th</sup> day of June, 2013

**GENERAL PARTNER:**

Lake Washington Apartments, LLC  
By: Southeast Effective Development, Manager

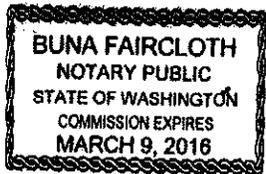
By: Lance Matteson  
Lance Matteson  
Its: Executive Director

Date: 6/3/13

STATE OF Washington )  
COUNTY OF King ) ss.

I certify that I know or have satisfactory evidence that Lance Matteson 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 \_\_\_\_\_ (title) of \_\_\_\_\_ 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 3<sup>rd</sup> day of June, 2013



Buna Faircloth  
Name (Print) Buna Faircloth

NOTARY PUBLIC in and for the  
State of Washington

residing at Seattle

My appointment expires March 9, 2016

By: Bayside Washington, LLC, Member



### CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)  
 See Statement Below (Lines 1-5 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me

on this 3<sup>rd</sup> day of June, 2013  
by Date Month Year

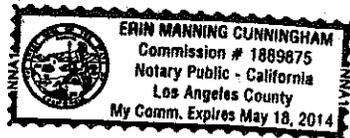
(1) Michael Barker  
Name of Signer

proved to me on the basis of satisfactory evidence  
to be the person who appeared before me (1)   
(and

(2) \_\_\_\_\_  
Name of Signer

proved to me on the basis of satisfactory evidence  
to be the person who appeared before me.)

Signature Erin Manning Cunningham  
Signature of Notary Public



Place Notary Seal and/or Stamp Above

#### OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

#### Further Description of Any Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER #1  
Top of thumb here

RIGHT THUMBPRINT  
OF SIGNER #2  
Top of thumb here

Exhibit A

TEMPORARY LANDSCAPE AND PAVING EASEMENT DESCRIPTION  
PARCEL 3524049015

THAT PORTION OF GOVERNMENT LOT 3, IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST MARGIN OF 52<sup>ND</sup> AVENUE SOUTH BEING 30 FEET EASTERLY OF THE MONUMENTED CENTERLINE WITH THE SOUTH MARGIN OF SOUTH HENDERSON STREET BEING 40 FEET SOUTHERLY OF THE MONUMENTED CENTERLINE;

THENCE S 88° 41' 40" E ALONG SAID SOUTH MARGIN A DISTANCE OF 504.06 FEET TO A POINT 120 FEET WEST OF THE WESTERLY MARGIN OF SEWARD PARK AVENUE SOUTH;

THENCE S 01° 33' 45" E PARALLEL WITH SAID WESTERLY MARGIN A DISTANCE OF 14.02 FEET;

THENCE N 88° 41' 40" W A DISTANCE OF 90.32 FEET;

THENCE N 01° 18' 20" E A DISTANCE OF 5.00 FEET;

THENCE N 88° 41' 40" W A DISTANCE OF 55.59 FEET;

THENCE S 01° 18' 20" W A DISTANCE OF 5.00 FEET;

THENCE N 88° 41' 40" W A DISTANCE OF 45.34 FEET;

THENCE N 01° 18' 20" E A DISTANCE OF 5.00 FEET;

THENCE N 88° 41' 40" W A DISTANCE OF 55.37 FEET;

THENCE S 01° 18' 20" W A DISTANCE OF 5.00 FEET;

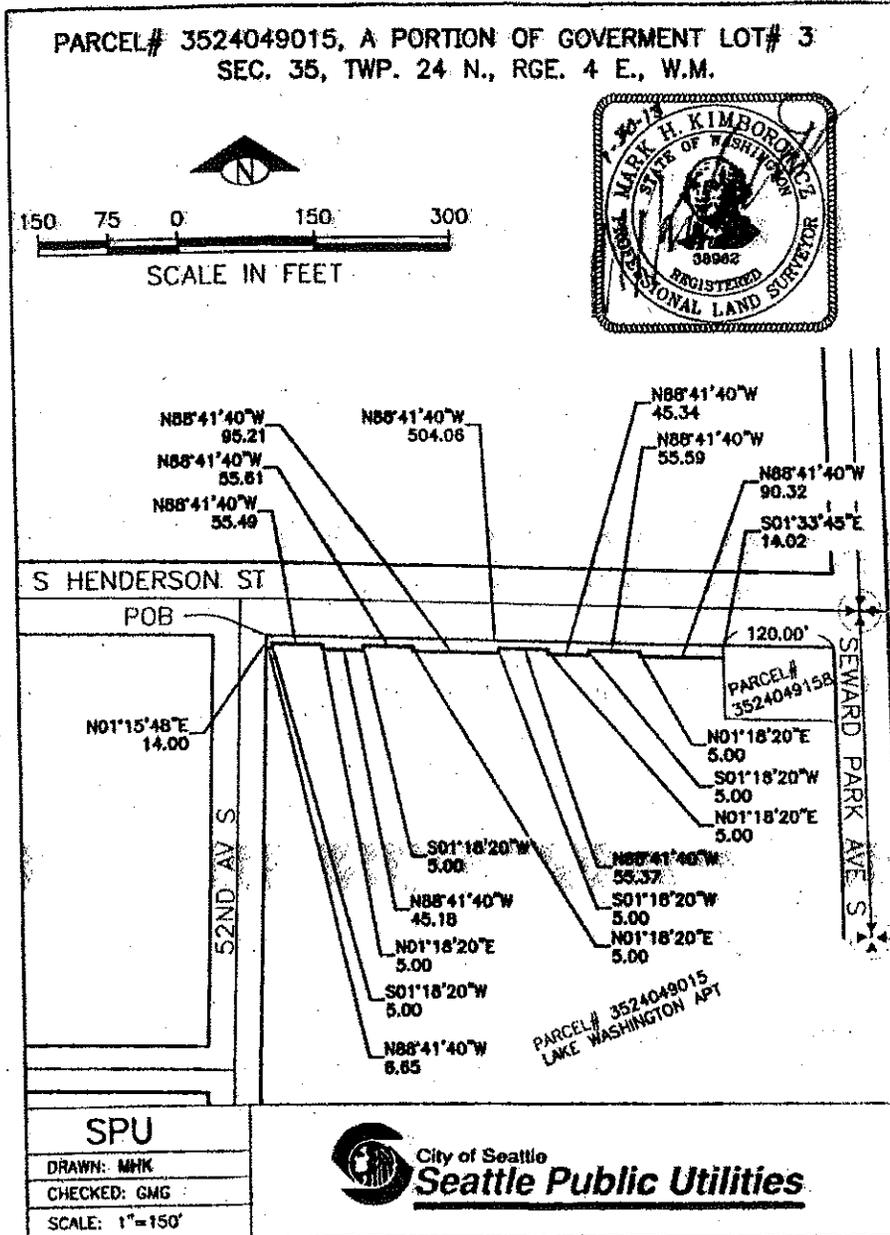
THENCE N 88° 41' 40" W A DISTANCE OF 95.21 FEET;

THENCE N 01° 18' 20" E A DISTANCE OF 5.00 FEET;

THENCE N 88° 41' 40" W A DISTANCE OF 55.61 FEET;

THENCE S 01° 18' 20" W A DISTANCE OF 5.00 FEET;  
THENCE N 88° 41' 40" W A DISTANCE OF 45.18 FEET;  
THENCE N 01° 18' 20" E A DISTANCE OF 5.00 FEET;  
THENCE N 88° 41' 40" W A DISTANCE OF 55.49 FEET;  
THENCE S 01° 18' 20" W A DISTANCE OF 5.00 FEET;  
THENCE N 88° 41' 40" W A DISTANCE OF 6.65 FEET TO THE EASTERLY  
MARGIN OF 52<sup>ND</sup> AVENUE SOUTH;  
THENCE N 01° 15' 48" E ALONG SAID EASTERLY MARGIN A DISTANCE OF  
14.00 FEET TO THE POINT OF BEGINNING.  
  
CONTAINING 5,951 SQ. FT., MORE OR LESS.

Exhibit B



Attachment 5

Temporary Construction Easement Granted by Safeway Incorporated

Document Type:	Temporary Construction Easement
Reference Number of Related Document:	N/A
Grantor(s):	Safeway, Inc.
Grantee(s):	City of Seattle
Legal Description (abbreviated):	Pt. of Lot 9 Blk 3 Mapes Fairview
Assessor's Tax Parcel Number:	Pt of 508740-0265

**TEMPORARY CONSTRUCTION EASEMENT**

Project:

This TEMPORARY CONSTRUCTION EASEMENT, granted this 21<sup>st</sup> day of NOVEMBER, 2013, by Safeway Inc., a Delaware corporation, ("Grantor"), to the CITY OF SEATTLE ("City"), a municipal corporation of the State of Washington, acting by and through its Seattle Public Utilities Department ("SPU") ("Grantee").

WITNESSETH: Grantor, for and in consideration of \$1,200 AND NO/100 dollars and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, a Temporary Construction Easement ("TCE") to use 390 square feet of land for purposes related to the construction of SPU's planned public improvements for the 52nd Ave S CSO Reduction and Lower Mapes Creek Restoration Projects ("Project"), including but not limited to ingress and egress, placement of personnel, equipment and machinery and performance of the work necessary to complete the Project, on the following described real property:

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

This TCE shall include only such rights of use in the land above described as shall be necessary for the construction of the public improvement Project by Grantee and its contractors. Grantee, its agents and contractors will not unreasonably interfere with the Grantor's access to and use of its property except as otherwise provided for herein.

Grantee and its contractors shall construct the Project in such a manner that any private improvements existing in the Easement Area shall not be disturbed or destroyed,

but in the event that they are disturbed or destroyed, SPU or its contractors shall restore them or the property to as good as the condition existing immediately prior to the construction activities under this TCE.

To the extent allowed by law, the City agrees to indemnify Grantor from and against any and all claims, demands, suits, damages, loss or liability arising from the City's exercise of the rights granted herein except for such claims, demands, suits, damages, loss or liability arising out of the negligence of Grantor. At any time the City exercises its right to perform maintenance, repair or replacement work hereunder, the City shall give reasonable prior notice to Grantor, and discuss the construction work plan with Grantor, so that Grantor may have input on scheduling or other measures to minimize interference with Grantor's business operations. Grantor understands that work on 52nd Ave S. may result in temporary blockage of driveway access to this street.

This TCE shall be binding on the parties, their successors and assigns. The term of this TCE shall commence upon the giving by SPU of at least five days' prior written notice, and shall terminate two years from the effective date in the notice, the date the project is constructed and accepted as complete by the City (termination date), or December 31, 2015, whichever event occurs first. Following the termination date, this TCE shall automatically terminate without further action by Grantor or Grantee.

DATED as of the day and year first above written.

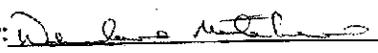
GRANTOR:

SAFEWAY INC. a Delaware corporation

By: 

Print Name: Jennifer Dougherty

Its: Assistant Vice President

By: 

Print Name: Wendall Mitchell

Its: Assistant Secretary

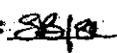
Form approved: 





Exhibit A- Easement Area

**TEMPORARY EASEMENT DESCRIPTION**  
KING COUNTY PARCEL 5087400265

THAT PORTION OF LOT 9 BLOCK 3 AND VACATED SOUTH BARTON STREET (FORMALLY KNOWN AS CRANBERRY STREET) OF MAPES FAIRVIEW ADDITION, AS RECORDED IN VOLUME 18 OF PLATS, PAGE 80, RECORDS OF KING COUNTY, WASHINGTON, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF NORTHERLY RIGHT OF WAY MARGIN OF RAINIER AVENUE SOUTH AND THE WESTERLY RIGHT OF WAY MARGIN OF 52<sup>ND</sup> AVENUE SOUTH; THENCE ALONG THE WESTERLY RIGHT OF WAY MARGIN OF 52<sup>ND</sup> AVENUE SOUTH N 01° 15' 48" E A DISTANCE OF 211.02 FEET TO THE POINT OF BEGINNING;

THENCE N 88° 37' 54" W A DISTANCE OF 10.00 FEET;

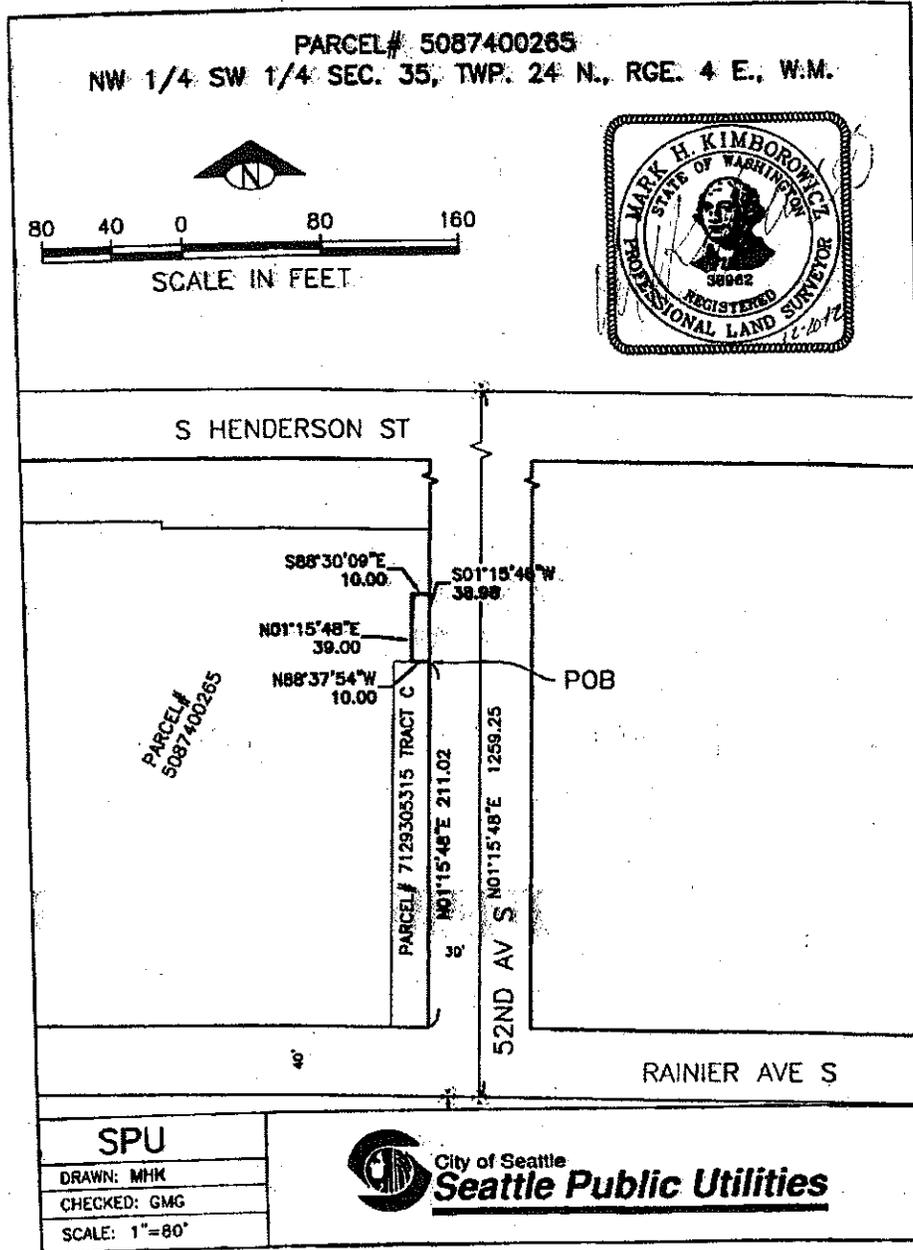
THENCE N 01° 15' 48" E A DISTANCE OF 39.00 FEET;

THENCE S 88° 30' 09" E A DISTANCE OF 10.00 FEET TO THE WESTERLY RIGHT OF WAY MARGIN OF 52<sup>ND</sup> AVENUE SOUTH;

THENCE S 01° 15' 48" W A DISTANCE OF 38.98 FEET ALONG THE WESTERLY RIGHT OF WAY MARGIN OF 52<sup>ND</sup> AVENUE SOUTH TO THE POINT OF BEGINNING;

CONTAINING 390 SQ. FT., MORE OR LESS

Exhibit B - Map



**FISCAL NOTE FOR CAPITAL PROJECTS ONLY**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>CBO Analyst/Phone:</b>
Seattle Public Utilities	Alan Lord/3-1565	Aaron Blumenthal/3-2656

**Legislation Title:**

AN ORDINANCE relating to Seattle Public Utilities; accepting easements granted to the City of Seattle for installation, operation and maintenance of sewer mains necessary for drainage and wastewater utility purposes situated in southeast Seattle; placing the easements under the jurisdiction of Seattle Public Utilities and ratifying and confirming certain prior acts.

**Summary and background of the Legislation:**

SPU's Combined Sewer Overflow (CSO) program is intended to meet the State of Washington's National Pollutant Discharge Elimination System (NPDES) permit requirements by reducing the size and number of sewer overflows into receiving water bodies.

To meet the terms of the NPDES permit with regard to CSO Basins 47 and 171, Seattle Public Utilities is installing a new combined sewer line from Rainier Avenue South up 52<sup>nd</sup> Avenue South and along South Henderson Street to the King County sewer pump station. The new combined sewer line will reduce overflows of combined sewage into Lake Washington during heavy rain events. This project is being constructed in conjunction with the Lower Mapes Creek Restoration Project which will move flows from Mapes Creek out of a storm drain pipe into its own dedicated pipe and restore approximately 400 feet of creek channel within Beer Sheva Park.

Two permanent sewer easements and three temporary construction easements were acquired by SPU for this project in 2013. Construction began in early 2014 and is scheduled to be complete in late September 2014. The Ratified and Confirmed Clause in the ordinance acknowledges the easements were used by SPU prior to their formal acceptance.

<b>Project Name:</b>	<b>Project I.D.:</b>	<b>Project Location:</b>	<b>Start Date:</b>	<b>End Date:</b>
S Henderson CSO Storage	C3609	5895 Lake Washington Blvd S	2005	2018

Please check any of the following that apply:

- This legislation creates, funds, or anticipates a new CIP Project.
- This legislation does not have any financial implications.
- This legislation has financial implications.

**Appropriations:**

Appropriations Notes:

No additional appropriation is being sought by this legislation. This purchase will be funded by the S. Henderson CSO Storage Project, ID C3609, contained in the 2012-2017 Drainage & Wastewater Fund Capital Improvement Program. This legislation would authorize expenditures of existing appropriations for the negotiated permanent easement prices totaling \$27,800.

**Spending Plan and Future Appropriations for Capital Projects:**

Spending Plan and Budget	2014	2015	2016	2017	2018	2019	Total
Spending Plan	6.8M	21.4M	29.9M	5.4M	1M		<b>64.5M</b>
Current Year Appropriation							
Future Appropriations							

Spending Plan and Budget Notes:

The 2012 Adopted Drainage and Wastewater Capital Budget includes acquiring easements in the spending plan for this capital project (C3609 - S Henderson Storage Project).

**Funding Source:**

Funding Source (Fund Name and Number, if applicable)	2013	2014	2015	2016	2017	2018	Total
Drainage & Wastewater Fund, 44010	\$27.8k						<b>\$27.8k</b>
<b>TOTAL</b>	<b>\$27.8k</b>						<b>\$27.8k</b>

Funding Source Notes:

This project is funded by the Drainage and Wastewater Fund and is not expected to generate revenue.

Bond Notes:

No future bonds will be issued for this project. It will be financed with bonds issued in June 2012, which are managed at the Fund level.

**Do positions sunset in the future?**

N/A

**Other Implications:**

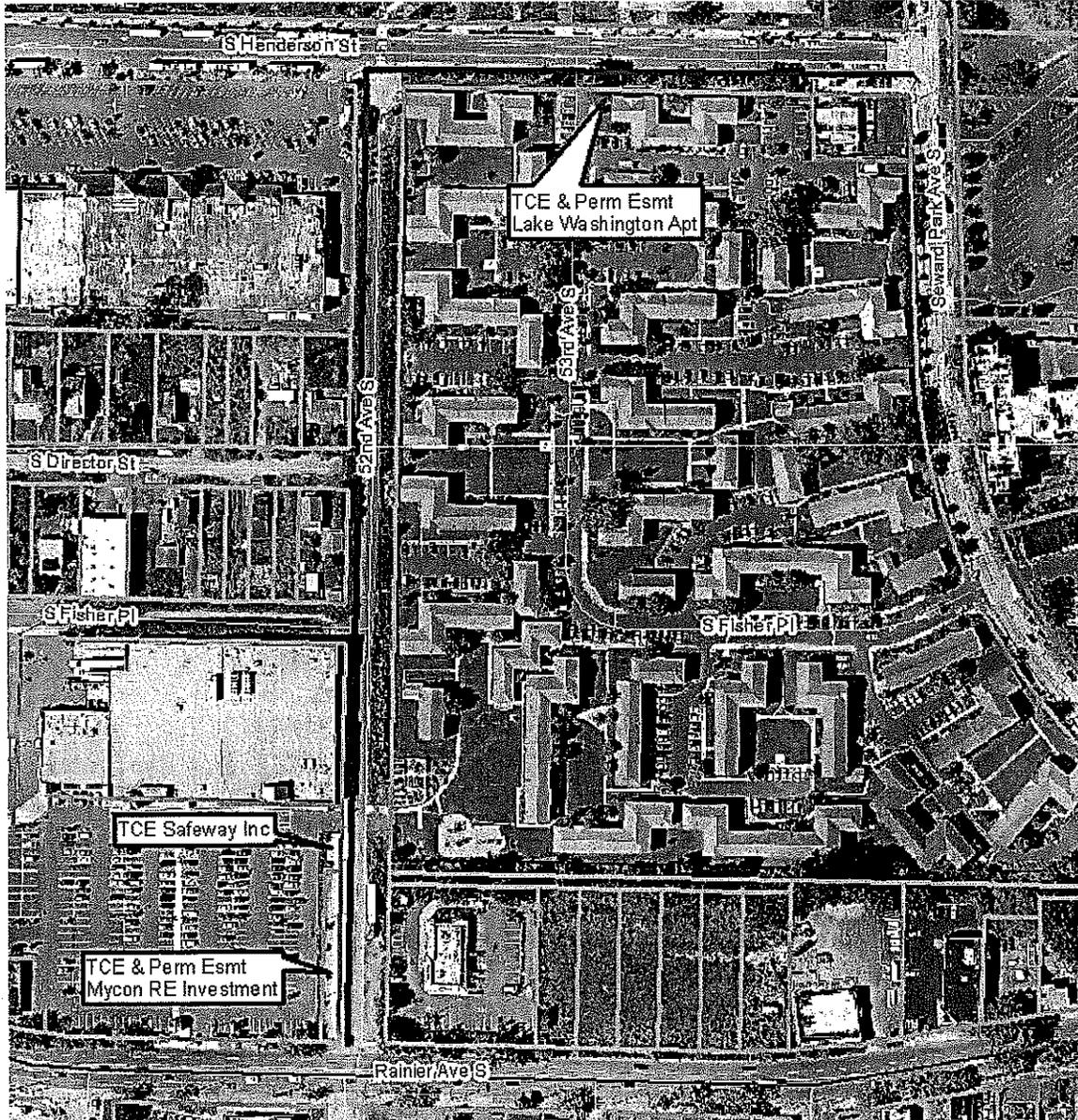
- a) **Does the legislation have indirect financial implications, or long-term implications?**  
The legislation is a step in allowing SPU to meet regulatory requirements in its National Pollutant Discharge Elimination System permit by providing permanent access for a CSO conveyance line that must cross or lies immediately adjacent to private property. Funds for the conveyance project are allocated from SPU's Drainage and Wastewater Fund.
- b) **What is the financial cost of not implementing the legislation?**  
If the legislation is not approved, SPU would seek to identify a different control option reducing CSOs. Pursuing a different alternative would delay the project, potentially causing the City to miss regulatory deadlines.
- 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?**  
SPU studied these drainage basins for more than two years and determined the proposed CSO conveyance line to the King County Henderson Pump Station is the most cost-effective, lowest risk solution that will achieve regulatory compliance. If this legislation is not approved, the alternatives are locating additional storage in a major arterial (Rainier Ave S) or a new conveyance line in a trolley-served major arterial, Seward Park Ave S. Both alternatives are higher risk and more costly.
- 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. This legislation authorizes SPU to acquire permanent easements along two parcels for future access to the new conveyance line that will be constructed immediately adjacent to the private properties or slightly within the property lines.
- h) **Other Issues:**  
None.

**List attachments to the fiscal note below:**

Exhibit A – Area Map 52<sup>nd</sup> Avenue South and South Henderson Street

Exhibit A

Regional Setting  
52<sup>nd</sup> Avenue South and South Henderson Street



This map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.



**City of Seattle**  
Edward B. Murray  
Mayor

October 14, 2014

Honorable Tim Burgess  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Burgess:

I am pleased to transmit the attached proposed Council Bill which would authorize Seattle Public Utilities to acquire utility easements for the construction, operation and maintenance of two new sewer lines.

During heavy rains, Seattle's combined sewer system lacks the capacity to contain the large volumes of stormwater runoff and sanitary sewage and, as a result, millions of gallons of combined sewage discharges into Lake Washington each year. The City of Seattle, acting through Seattle Public Utilities, must reduce combined sewage overflows into Lake Washington to meet the terms of a federal permit. The proposed sewer lines will separate stormwater runoff from sanitary sewage, thereby reducing the volume of sewage that might overflow into Lake Washington.

This project will enable the City to improve its drainage and sewer system, reduce flows of diluted sewage into Lake Washington, and meet the terms of its NPDES permit. Thank you for your consideration of this legislation. Should you have questions, please contact Alan Lord at 233-1565.

Sincerely,

Edward B. Murray  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council