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John Bresnahan
SCL E & L Investments Easement ORD
October 10, 2014
Version #1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL 118276

AN ORDINANCE relating to the City Light Department; authorizing the General Manager and Chief Executive Officer to execute an easement agreement for the purchase of a utility easement from E & L Investments, LLC; and ratifying and confirming certain prior acts.

WHEREAS, in the course of providing electrical service to a new City Light customer at 1811 17th Avenue in Seattle, a new power pole with underground connections was installed on private property at 1806 16th Avenue; and

WHEREAS, City Light held prescriptive rights only for the existing overhead electric distribution line at 1806 16th Avenue; and

WHEREAS, the owners of 1806 16th Avenue, E & L Investments, LLC, through their attorney, have requested that City Light purchase an easement for $10,000 to allow the pole to remain on their property, and City Light has determined that the purchase of the easement rights is the best course of action for the utility; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The General Manager and Chief Executive Officer of the City Light Department, or his designee, is hereby authorized to execute an easement agreement, on behalf of The City of Seattle, with E & L Investments, LLC, for the purchase of a utility easement from E & L Investments, LLC, substantially in the form attached hereto as Attachment 1.

Section 2. The easement rights purchased in the easement agreement are hereby placed under the jurisdiction of the City Light Department.

Section 3. Any act consistent with the authority of this ordinance taken prior to its effective date is hereby ratified and confirmed.

Section 4. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the ____ day of _____, 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: Easement

Attachment 1

When recorded, return to:
SEATTLE CITY LIGHT
Real Estate Services
700 Fifth Avenue, SMT 3338
P.O. Box 34023
Seattle, WA 98124-4023

EASEMENT- (Electric)
Reference #: 250428-3-054
C/F #: 10040
Grantor: E & L Investments, LLC
Short Legal: Ptn. Lot 4, Blk. 14, Summit Addition, V.1, P. 109
Tax Parcel #: 808040-0180

THIS EASEMENT, made this _____ day of_____, 2014, between E & L INVESTMENTS, LLC, a Washington limited liability company, hereinafter called the "Grantor"; and the CITY OF SEATTLE, a Washington municipal corporation, acting by and through its CITY LIGHT DEPARTMENT, hereinafter called the "Grantee"; WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Thousand Dollars and No Cents ($10,000.00) and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to the Grantee, its successors and assigns, a utility easement for all purposes necessary, convenient or incidental to the construction, operation and maintenance of Grantee's electric distribution system (the "Facilities"), including the addition, removal or replacement of same at Grantee's election, either in whole or in part with either like or different sized facilities, at Grantee's sole cost and expense. All such Facilities shall be located upon, over, under, across, and through the following described lands and premises ("Property") situated in the County of King, State of Washington:

THE NORTH 41.5 FEET OF LOT 4, BLOCK 14, SUMMIT ADDITION TO THE CITY OF SEATTLE, PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 109, RECORDS OF KING COUNTY, WASHINGTON.

Except as otherwise set forth herein, Grantee's rights shall be exercised upon that portion ("Easement Area") of the Property depicted in the drawing attached hereto as Exhibit 1 and described as follows:

THE NORTH 3 FEET OF THE EAST 8 FEET OF THE ABOVE-DESCRIBED REAL PROPERTY.

Together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from the Easement Area solely for the purposes set forth herein.

Also the right at all times to the Grantee, its successors and assigns, at Grantee's sole cost and expense, to cut and trim brush, trees or other plants standing or growing upon the Easement Area, which, in the opinion of Grantee, interfere with the maintenance or operation of, or constitute a menace or danger to, the Facilities.

The Grantor, its heirs, executors, administrators, successors and assigns, hereby covenants and agrees that no structure or fire hazards will be erected or permitted within the Easement Area and that no blasting or discharge of any explosives will be permitted within fifty (50) feet of the Facilities.

Grantee covenants and agrees that it shall use reasonable efforts to ensure that egress and access to the Property is not obstructed by Grantee or its contractors or employees except in case of an emergency or customary maintenance.

Grantee covenants and agrees that any work performed by or caused to be performed by Grantee within the Easement Area shall be performed at Grantee's sole cost and expense, and in a careful, workmanlike manner, free of claims or liens.

Any new building, structure or development constructed by Grantor on the Property shall be eligible to receive service from the Facilities, subject to Grantee's rules for the Facilities then in place and to the extent that there is sufficient capacity for such service, as solely determined by Grantee's Engineering Department.

The City of Seattle, as Grantee, is to be responsible, as provided by law, for any damage to the Grantor or the Property through its negligent acts or omissions in the construction, maintenance and operation of its Facilities.

This Easement will be governed by Washington law and venue for any dispute hereunder will be in King County Superior Court. In the event of any breach or threatened breach of this Agreement by either party, the non-defaulting party shall have the right to sue for damages and/or for specific performance and/or to enjoin such breach or threatened breach. Failure to enforce this Easement, or a breach thereof, will not constitute a waiver of any future rights or claims of breach under this Easement.

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee or its successors and assigns shall permanently remove all of its Facilities from the Property or shall permanently abandon said Facilities, at which time all such rights, title, privileges and authority shall terminate.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTOR:
E & L INVESTMENTS, LLC, a Washington limited liability company

By:_____

Printed Name: _____

Its: _____ (title)

GRANTEE:
CITY OF SEATTLE, a Washington municipal corporation

By:_____

Its: _____(title)

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2014, before me personally appeared _____(print name), to me known to be the _____(title) of E & L INVESTMENTS, LLC, the Washington limited liability company that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of E & L INVESTMENTS, LLC for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument on behalf of E & L INVESTMENTS, LLC.

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

(Notary seal)

_____
(Signature of Notary)

_____
(Print name of Notary)
NOTARY PUBLIC in and for the State of Washington,
Residing at _____
My appointment expires _____

STATE OF WASHINGTON)
) ss.

COUNTY OF _____)

On this _____ day of _____, 2014, before me personally appeared _____(print name), to me known to be the _____(title) of the CITY OF SEATTLE, a Washington municipal corporation, that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of the CITY OF SEATTLE for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument on behalf of the CITY OF SEATTLE.

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

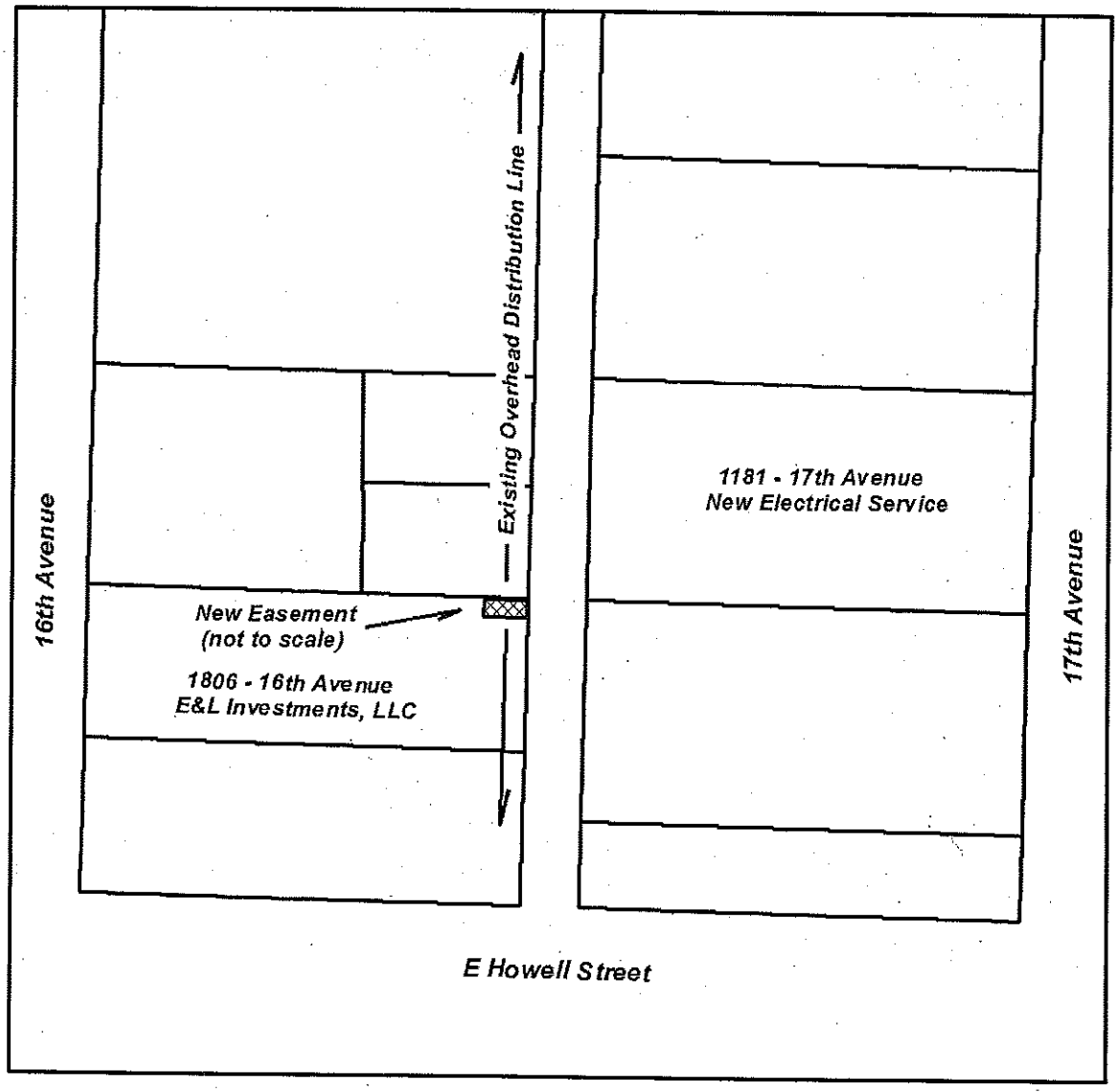
(Notary seal)

_____
(Signature of Notary)

_____
(Print name of Notary)
NOTARY PUBLIC in and for the State of Washington,
Residing at _____
My appointment expires _____

Exhibit 1

Depiction of Easement Area



Form revised: February 26, 2014

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle City Light	Michael Jones / 684-3243	Greg Shiring / 386-4085

Legislation Title:

AN ORDINANCE relating to the City Light Department; authorizing the General Manager and Chief Executive Officer to execute an easement agreement for the purchase of a utility easement from E & L Investments, LLC; and ratifying and confirming certain prior acts.

Summary of the Legislation:

This legislation will authorize Seattle City Light to purchase a utility easement from E & L Investments, LLC, to accommodate a utility pole placed on their property at 1806 - 16th Avenue.

Background:

While providing electrical service to a new City Light customer at 1811 - 17th Avenue in Seattle, a new power pole with underground connections was installed in an existing electric distribution line, across an alley on private property, at 1806 - 16th Avenue.

Although City Light held prescriptive rights for the existing overhead electric distribution line at 1806 - 16th Avenue, these rights were insufficient to install the new pole.

Through their attorneys, the owners of 1806 - 16th Avenue, E & L Investments, LLC, requested that City Light purchase an easement for $10,000 to allow the pole to remain on their property. In consultation with City Light's Customer Service and Energy Delivery Unit, and considering the feasibility and cost for alternative installations, City Light has determined that the purchase of the easement is the best course of action for the utility.

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

____ **This legislation has financial implications.**

Note to financial implications. This easement has been paid for from existing appropriations.

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?**
The cost to remove, re-engineer, and re-install the pole and underground trenching to the new customer was estimated at $30,000.

c) **Does this legislation affect any departments besides the originating department?**
No.

d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**
The pole could have been removed, the installation re-engineered, and service provided to the new customer by other means.

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. A map of the easement area is included as Exhibit 1 to Attachment 1 to the Ordinance.

h) **Other Issues:**
None.

List attachments to the fiscal note below:

None.

City of Seattle
Edward B. Murray
Mayor

November 10, 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 which will authorize Seattle City Light to purchase a utility easement from E & L Investments, LLC, to resolve a claim related to an encroaching utility pole.

While providing electrical service to a new City Light customer at 1811 - 17th Avenue in Seattle, a new power pole with underground connections was installed in an existing electric distribution line at 1806 - 16th Avenue. Although City Light held prescriptive rights for the existing overhead distribution line, these rights were insufficient to install the new pole.

Through their attorneys, the owners of 1806 - 16th Avenue, E & L Investments, LLC, requested that City Light purchase an easement for $10,000 to allow the pole to remain on their property. The purchase of this easement will resolve this situation most favorably for the City of Seattle and City Light's new customer at 1811 - 17th Avenue. Thank you for your consideration of this legislation. Should you have questions, please contact Michael Jones at 684-3243.

Sincerely,

Edward B. Murray
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Office of the Mayor
Seattle City Hall, 7th Floor
600 Fourth Avenue
PO Box 94749
Seattle, Washington 98124-4749

Tel (206) 684-4000
Fax: (206) 684-5360
Hearing Impaired use the Washington Relay Service (7-1-1)
www.seattle.gov/mayor