



SEATTLE CITY COUNCIL

Legislative Summary

CB 118954

Record No.: CB 118954

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125311

In Control: City Clerk

File Created: 04/04/2017

Final Action: 05/19/2017

Title: AN ORDINANCE relating to the City Light Department; declaring as surplus certain real property interests in Block 1, Joseph R. McLaughlin's Water Front Addition to The City of Seattle; authorizing the General Manager and Chief Executive Officer of the City Light Department to grant a utility easement to King County; and ratifying and confirming certain prior acts.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Sawant

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att 1 - Utility Easement, Att 1 Ex A - Entire Property Description, Att 1 Ex B - Legal Description for Permanent Easement Area, Att 1 Ex C - Depiction of Permanent Easement Area

Drafter: John.Bresnahan@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

☐ Yes

☐ No

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	04/18/2017	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	04/18/2017	sent for review	Council President's Office			
1	Council President's Office	04/20/2017	sent for review	Energy and Environment Committee			
Action Text: The Council Bill (CB) was sent for review. to the Energy and Environment Committee							
Notes:							
1	Full Council	04/24/2017	referred	Energy and Environment Committee			
Action Text: The Council Bill (CB) was referred. to the Energy and Environment Committee							
Notes:							

- 1 Energy and Environment 04/25/2017 discussed
Committee
Action Text: The Council Bill (CB) was discussed.
Notes: A public hearing was held.
- 1 Energy and Environment 05/09/2017 pass Pass
Committee
Action Text: The Committee recommends that Full Council pass the Council Bill (CB).
Notes:
In Favor: 3 Chair Sawant, Vice Chair Juarez, Member González
Opposed: 0
- 1 Full Council 05/15/2017 passed Pass
Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:
Notes:
In Favor: 8 Councilmember Bagshaw, Councilmember Burgess, Councilmember
González , Council President Harrell, Councilmember Johnson,
Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant
Opposed: 0
- 1 City Clerk 05/17/2017 submitted for Mayor
Mayor's signature
Action Text: The Council Bill (CB) was submitted for Mayor's signature. to the Mayor
Notes:
- 1 Mayor 05/19/2017 Signed
- 1 Mayor 05/19/2017 returned City Clerk
- 1 City Clerk 05/19/2017 attested by City
Clerk
Action Text: The Ordinance (Ord) was attested by City Clerk.
Notes:
-

CITY OF SEATTLE

ORDINANCE

125311

COUNCIL BILL

118954

AN ORDINANCE relating to the City Light Department; declaring as surplus certain real property interests in Block 1, Joseph R. McLaughlin's Water Front Addition to The City of Seattle; authorizing the General Manager and Chief Executive Officer of the City Light Department to grant a utility easement to King County; and ratifying and confirming certain prior acts.

WHEREAS, The City of Seattle owns a parcel of real property in the vicinity of South Michigan Street and Occidental Avenue which is used by Seattle City Light for a lattice electrical tower ("South Michigan Street Tower Property"); and

WHEREAS, King County is constructing the Georgetown Wet Weather Treatment Station (GWWTS) in the Duwamish Industrial Area, in the vicinity of East Marginal Way South and South Michigan Street, for the treatment of storm-generated combined sewer overflow; and

WHEREAS, the GWWTS will include a new outfall structure to discharge treated overflow into the Duwamish River in the vicinity of South Michigan Street; and

WHEREAS, King County will require a utility easement to construct, operate, and maintain a drainage pipeline from the GWWTS, across the City's South Michigan Street Tower Property, to the South Michigan Street outfall; and

WHEREAS, King County will pay The City of Seattle the fair market value for the easement, as determined by independent appraisal, in the amount of \$55,000; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Pursuant to RCW 35.94.040 and after public hearing, certain real property interests legally described in Attachment 1, Exhibit B, to this ordinance are found to be surplus to the City's needs and no longer required for providing the City's public utility services.

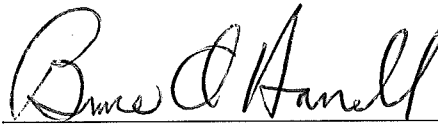
Section 2. The General Manager and Chief Executive Officer of the City Light Department, or designee, is authorized to execute for and on behalf of The City of Seattle a "Utility Easement" document, substantially in the form shown in Attachment 1 to this ordinance.

Section 3. Seattle City Light is authorized to accept payment for the easement from King County in the amount of \$55,000 and to deposit the proceeds in the City Light Fund.

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

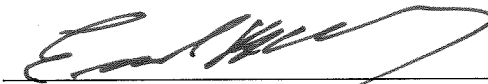
Section 5. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 15th day of May, 2017,
and signed by me in open session in authentication of its passage this 15th day of May, 2017.



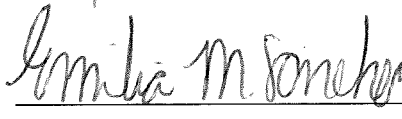
President _____ of the City Council

Approved by me this 29 day of May, 2017.



Edward B. Murray, Mayor

Filed by me this 19th day of MAY, 2017.



for Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment 1 – Utility Easement

Exhibit A – Entire Property Description

Exhibit B – Legal Description for Permanent Easement Area

Exhibit C – Depiction of Permanent Easement Area

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
KING COUNTY
WASTEWATER TREATMENT DIVISION
MAILSTOP: KSC-NR-0503
201 SOUTH JACKSON STREET, SUITE 503
SEATTLE, WA 98104-3855

Document Title: Utility Easement
Grantor(s): The City of Seattle
Grantee: King County
Abbreviated Legal Description: Lots 9 to 17, Block 1
Joseph R. McLaughlin's Water Front Addition to the City of Seattle
Additional Legal Description is on Page: EXHIBIT "A" & "B"
Assessor's Tax Parcel Number(s): N/A

UTILITY EASEMENT

WHEREAS, **King County** is a political subdivision of the State of Washington and is authorized by Chapter 8.12 RCW, RCW 35.58.320, 35.58.200 and 36.56.010, K.C.C. 28.01.030 and 28.81.010 to acquire and condemn real property for public use for sewage treatment and water pollution abatement facilities; and

WHEREAS, **The City of Seattle** is the owner of certain real property more particularly described in **EXHIBIT "A"** which is attached hereto and incorporated herein by this reference (the "Property")

WHEREAS, King County has determined that it must construct a sewer pipeline and appurtenances (the "Project"); and

WHEREAS, The City of Seattle has granted King County a Temporary Construction Easement in, on, under and through the Property for the purpose of staging and constructing permanent outfalls, pipelines and appurtenances within the area described on EXHIBIT B.

WHEREAS, it is necessary for King County to acquire a permanent easement granting King County and its successors and assigns the right to install, construct, own, operate, maintain, use, upgrade, and repair an effluent conveyance pipeline and air ventilation conduit pipe, together with all other necessary and related appurtenances (hereinafter sometimes referred to collectively, as the "Easement Improvements") together with the right of ingress to and egress from the Property for the foregoing purposes for the Project;

1. NOW, THEREFORE, in consideration of the mutual covenants and agreement hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.1 **Grant of Permanent Utility Easement.** The City of Seattle (“Grantor”), for and in consideration of Fifty Five Thousand and No/100 Dollars (\$55,000.00) and other valuable consideration in hand paid, grants to King County its successors and assigns (“Grantee”), the following: A permanent, non-exclusive easement, containing 4,364 square feet, more or less, in, on, under and through the Property for the installation, construction, ownership, operation, maintenance, use, inspection, repair, replacement, renovation, improvement, removal and enhancement of the Easement Improvements, in the location legally described in **EXHIBIT B** as the Permanent Easement Area (hereinafter the “Permanent Easement Area”) and depicted in **EXHIBIT C**, attached hereto and incorporated herein by this reference together with a right of access in, on and through the Property for ingress and egress to and from the Permanent Easement Area for personnel, vehicles and equipment as reasonably necessary or incidental to Grantee’s installation, construction, ownership, use, operation, maintenance, inspection, repair, replacement, renovation, improvement, removal or enhancement of the Easement Improvements.

1.2 The consideration for this Utility Easement has been paid by Grantee from the King County Water Quality Fund.

2. **Benefit of Easement.** This Utility Easement is for the benefit of all property interests now owned or hereafter acquired by Grantee which constitutes a portion of or is served the Project or by existing or future Easement Improvements and for all purposes necessary or incidental to the installation, construction, ownership, use, operation, maintenance, inspection, repair, replacement, renovation, improvement, removal and enhancement of the Easement Improvements, and the right of ingress to and egress from, on, to, under, across, and upon the Property as may be necessary to install, construct, use, operate, maintain, inspect, repair, replace, renovate, improve, remove or enhance the Easement Improvements.

3. **Grantee's Restoration of Property.** Grantee shall, upon completion of construction of any Easement Improvements described herein, remove any debris and restore the surface of any portion of the Property disturbed by Grantee’s construction to the condition in which it existed at the commencement of Grantee's construction. In addition, Grantee shall, if the Property is disturbed by Grantee’s maintenance, removal, repair or replacement of the Easement Improvements specified herein, restore the surface of the

Property to the condition in which it existed at the commencement of said maintenance, removal, repair or replacement.

4. **Grantor's Use of Property.** Grantor reserves the right to use the Property and/or to grant other easement, license or use rights to the Property for any purpose not inconsistent with the rights herein granted to Grantee so long as such use or use rights do not interfere with, obstruct or endanger the use, function, efficiency, maintenance, repair or replacement of any Easement Improvements now or hereafter constructed, installed, used, operated or maintained by Grantee in the Permanent Easement Area pursuant to this Utility Easement. Except as otherwise provided herein, and after the date of this Utility Easement, the construction, installation, or maintenance of any structures, whether temporary or permanent, shall be absolutely prohibited within the above described Permanent Easement Area and shall be deemed an unreasonable interference with the easement rights granted to Grantee herein unless specifically approved in writing by the Grantee. Prior to any activity by Grantor in the Permanent Easement Area that requires use of the subsurface of the Property and/or extends to within ten feet of any of Easement Improvements contained therein or which changes the compression loads on or to the lateral support for any Easement Improvements, Grantor shall notify Grantee in writing and shall provide Grantee with a copy of all plans and specifications for such proposed activity for review at least forty-five (45) days prior to the commencement of such activity. Grantor shall not commence such activity unless and until it has received Grantee's prior written consent that the Grantor's proposed construction, work or activity will not interfere with the Grantee's rights under this Utility Easement, which consent may not be unreasonably withheld, delayed or conditioned. Grantee's review and approval of Grantor's plans and specifications shall be strictly limited to the facilities and/or excavation shown on the plans and specifications submitted to Grantee and shall in no event constitute or be construed as a certification of the adequacy or sufficiency of Grantor's plans and specifications nor whether Grantor's construction, work or activity complies with other applicable laws, building codes and other governmental rules and regulations.

5. **Indemnity.** Grantee agrees to defend, indemnify and hold harmless Grantor, its successors and assigns, from all claims, actions, costs, damages or expense of any nature whatsoever (including reasonable attorneys' fees and costs) for injuries, sickness or death of persons, or any damage to property, caused by the acts or omissions of Grantee, its assigns, agents, contractors or employees, in its use of or occupancy of the Permanent Easement Area, or breach or violation of this Utility Easement. Provided, however, that this defense and indemnification obligation does not include such claims, actions, costs, damages or expenses which may be caused by the sole negligence or willful misconduct of the Grantor, its successors, assigns, agents or employees and provided further that if the claims, actions, costs, damages or expenses are caused by or result from the concurrent negligence of (a) the Grantor, its successors or assigns and/or their agents or employees and (b) the Grantee, its agents or employees, or involves those actions covered by RCW 4.24.115, then this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee, its agents or employees. For purposes of this

indemnity only, Grantee specifically and expressly waives any immunity that it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW.

6. **Notices.** Any notices required or permitted under this Utility Easement shall be deemed to have been duly given if personally delivered, sent by nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent registered or certified mail, postage prepaid to the address listed below or to such other address as either party may from time to time designate in writing and deliver in a like manner. Notices may also be given by facsimile transmission (provided the fax machine has printed a confirmation of receipt). All notices that are mailed shall be deemed received three business days after mailing. All other notices shall be deemed complete upon receipt or refusal to accept delivery. Notices shall be sent to the following addresses:

To Grantor:

Seattle City Light
Real Estate Services
SMT 3338
P.O. Box 34023
Seattle, WA 98124-4023
Email: john.bresnahan@seattle.gov

To Grantee:

King County
Wastewater Treatment Division
Supervisor, Regulatory Permitting
and Property Acquisition
Mailstop: KSC-NR-0505
201 South Jackson Street, Suite 505
Seattle, WA 98104-3855
Email: alton.gaskill@kingcounty.gov

7. **Miscellaneous Provisions**

(a) **Representations.** Grantor represents that it is the lawful owner of the Property and has the legal authority to grant and convey this Utility Easement to Grantee.

(b) **Binding Effect.** This Utility Easement is appurtenant to and shall run with all real property and real property interests and easements now owned or hereafter acquired by Grantee or served by the Easement Improvements and shall inure to the benefit of Grantee, its successors and assigns and shall be binding upon the Property and Grantor, and its successors and assigns. Grantee shall have the right to assign its rights under this Utility Easement, in whole or in part, without any additional fee and without the approval or consent of Grantor provided that Grantee's assigns shall be bound to all of the terms and conditions of this Utility Easement.

(c) **Construction.** All of the recitals set forth above are incorporated into this Utility Easement as though fully set forth herein. The headings contained in this Utility Easement are for convenience of reference purposes only and shall not in any way affect the meaning or interpretation hereof, nor serve as evidence of the intention of the parties hereto. Whenever the context hereof shall so require the singular shall include the plural.

(d) **Entire Agreement.** This Utility Easement sets forth the entire agreement of the parties as to the subject matter hereof and supersedes all prior discussions and

understandings between them. This Utility Easement may not be modified, except by an instrument in writing signed by a duly authorized officer or representative of each party hereto.

(e) **Waiver.** No waiver of any right under this Utility Easement shall be effective unless contained in a writing signed by a duly authorized officer or representative of the party sought to be charged with the waiver and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future right or any other right arising under this Utility Easement.

(f) **Governing Law.** This Utility Easement shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

Dated this ____ day of _____, 2016.

[Signature of Grantor]

By: _____

Its: _____

[Signature of Grantee]

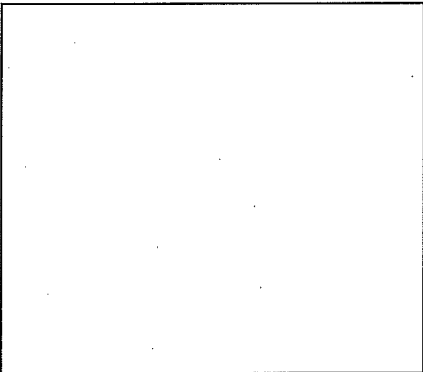
By: _____

Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____ ,
to me known to be the _____ of _____ ,
the _____ that executed the within and foregoing instrument, and acknowledged
the said instrument to be the free and voluntary act and deed of the said _____ ,
for the uses and purposes therein mentioned, and on oath stated that they were authorized
to execute the said instrument.

Dated: _____.



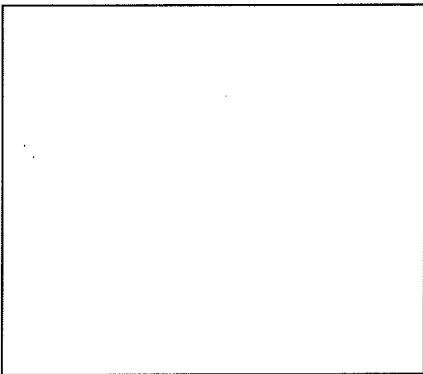
Notary Public
Print Name _____
My commission expires _____

(Use this space for notarial stamp/seal)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____,
to me known to be the _____ of _____,
the _____ that executed the within and foregoing instrument, and acknowledged
the said instrument to be the free and voluntary act and deed of the said _____,
for the uses and purposes therein mentioned, and on oath stated that they were authorized
to execute the said instrument.

Dated: _____.



Notary Public
Print Name _____
My commission expires _____

(Use this space for notarial stamp/seal)

EXHIBIT A

Entire Property Description

Lots 9 to 17, inclusive, Block 1, Joseph R. McLaughlin's Water Front Addition to The City of Seattle, as recorded in Volume 13 of Plats at page 28, records of King County, Washington. Together with that portion of vacated alley adjoining as vacated by Ordinance No. 121893 and recorded under recording no. 20050915000905, which upon vacation attached to said premises by operation of law. Except that portion thereof conveyed to the State of Washington by deed recorded November 29, 2005 under recording number 20051129002573, in King County, Washington.

EXHIBIT B

Legal Description for Permanent Easement Area

**EASEMENT DESCRIPTION
SEATTLE CITY LIGHT PROPERTY
PERMANENT EASEMENT**

Being the South 30.00 feet of Lots 9 to 17, inclusive, Block 1, Joseph R. McLaughlin's Water Front Addition to the City of Seattle, as recorded in Volume 13 of Plats at Page 28, records of King County, Washington;

Together with that portion of vacated alley adjoining as vacated by Ordinance No. 121893 and recorded under recording number 20050915000905, which upon vacation attached to said premises by operation of law;

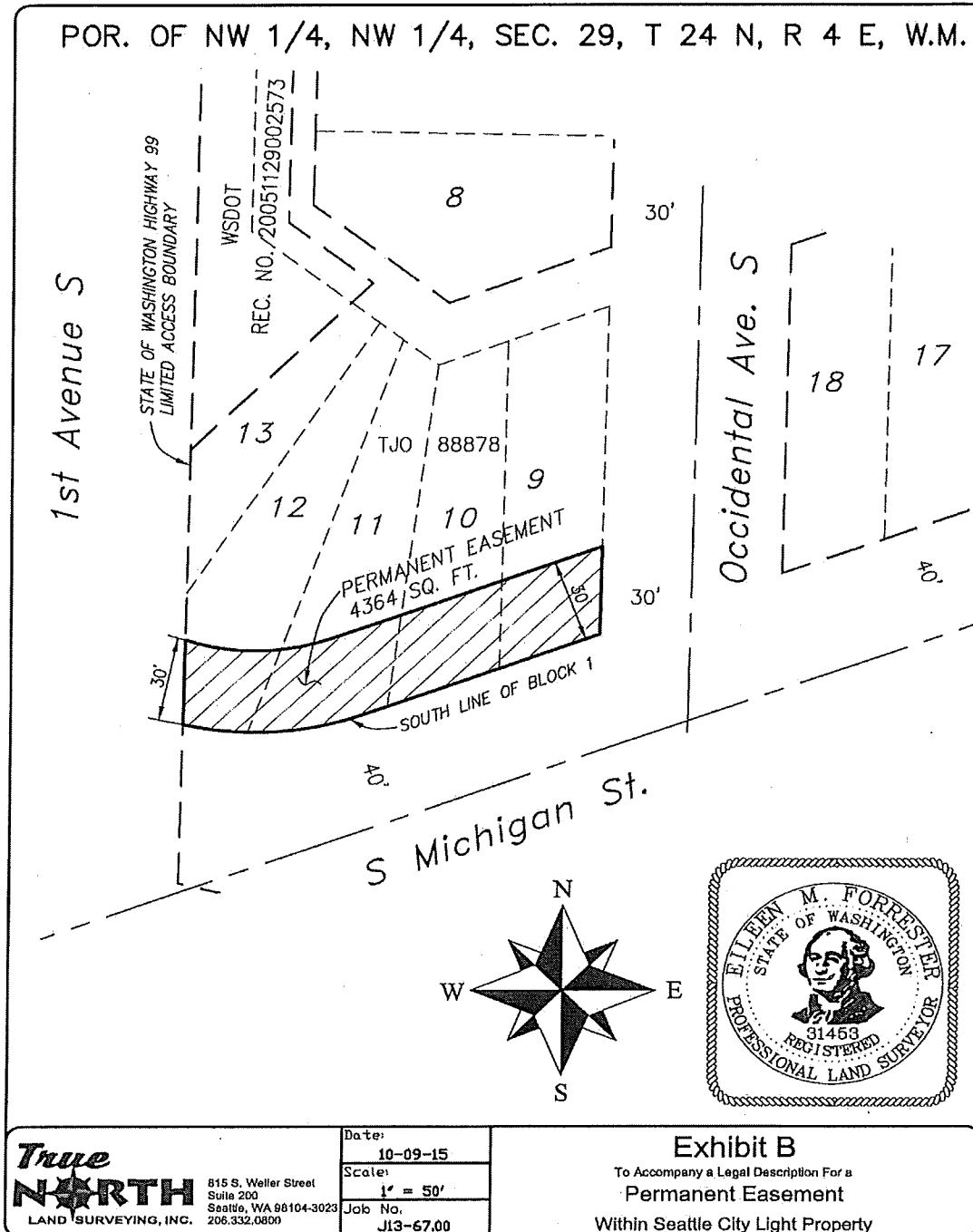
Except that portion thereof conveyed to the State of Washington by deed recorded November 29, 2005 under recording number 20051129002573, in King County, Washington;

Also except that portion lying westerly of the State of Washington's limited access boundary.

Containing: 4364 Square Feet, more or less.

EXHIBIT C

Depiction of Permanent Easement Area



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

STATE OF WASHINGTON -- KING COUNTY

--SS.

350316

No.

CITY OF SEATTLE, CLERKS OFFICE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

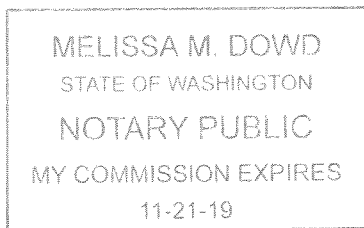
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:125311 & 125312 TITLE

was published on

05/30/17

The amount of the fee charged for the foregoing publication is the sum of \$47.83 which amount has been paid in full.



A handwritten signature in black ink, appearing to be "J. H. [unclear]", written over a horizontal line.

Subscribed and sworn to before me on

05/30/2017

A handwritten signature in black ink, appearing to be "Melissa M. Dowd", written over a horizontal line.

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on May 15, 2017, and published below by title only, will be mailed upon request, or can be accessed at <http://seattle.legistar.com>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>.

Ordinance 125311

Council Bill 118954

AN ORDINANCE relating to the City Light Department; declaring as surplus certain real property interests in Block 1, Joseph R. McLaughlin's Water Front Addition to The City of Seattle; authorizing the General Manager and Chief Executive Officer of the City Light Department to grant a utility easement to King County; and ratifying and confirming certain prior acts.

Ordinance 125312

Council Bill 118970

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Date of publication in the Seattle Daily Journal of Commerce, May 30, 2017.

5/30(350316)