



# SEATTLE CITY COUNCIL

## Legislative Summary

CB 119314

Record No.: CB 119314

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125638

In Control: City Clerk

File Created: 06/06/2018

Final Action: 08/03/2018

**Title:** AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property rights to be surplus to the needs of Seattle Public Utilities; and authorizing the General Manager and CEO of Seattle Public Utilities to grant a water utility easement to the Ryan-GHC Two, LLC, a limited liability company of the state of Delaware to use certain City of Seattle property in the Northeast Quarter of Section 25, Township 23 North, Range 4 East, W.M., in King County, Washington for the purpose of constructing, operating, and maintaining a storm drain pipeline crossing the City of Seattle's Bow Lake Pipeline right-of-way.

**Notes:**

Date  
Filed with City Clerk: 8/3/2018

Mayor's Signature: 8/3/2018

**Sponsors:** Herbold

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

**Attachments:** Att 1 - Utility Easement and Agreement

**Drafter:** bob.hennessey@seattle.gov

**Filing Requirements/Dept Action:**

### History of Legislative File

Legal Notice Published: ☐ Yes ☐ No

| Ver-<br>sion:                                                                             | Acting Body: | Date:      | Action:                                  | Sent To:                      | Due Date: | Return<br>Date: | Result: |
|-------------------------------------------------------------------------------------------|--------------|------------|------------------------------------------|-------------------------------|-----------|-----------------|---------|
| 1                                                                                         | Mayor        | 07/03/2018 | Mayor's leg<br>transmitted to<br>Council | City Clerk                    |           |                 |         |
| 1                                                                                         | City Clerk   | 07/03/2018 | sent for review                          | Council<br>President's Office |           |                 |         |
| Action Text: The Council Bill (CB) was sent for review. to the Council President's Office |              |            |                                          |                               |           |                 |         |
| Notes:                                                                                    |              |            |                                          |                               |           |                 |         |

**Legislative Summary Continued (CB 119314)**

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- 1 Council President's Office 07/10/2018 sent for review Civil Rights, Utilities, Economic Development, and Arts Committee
- Action Text:** The Council Bill (CB) was sent for review. to the Civil Rights, Utilities, Economic Development, and Arts Committee
- Notes:**
- 1 City Council 07/23/2018 referred Civil Rights, Utilities, Economic Development, and Arts Committee
- Action Text:** The Council Bill (CB) was referred. to the Civil Rights, Utilities, Economic Development, and Arts Committee
- Notes:**
- 1 Civil Rights, Utilities, Economic Development, and Arts Committee 07/24/2018 pass Pass
- Action Text:** The Committee recommends that City Council pass the Council Bill (CB).
- Notes:**
- In Favor: 2 Chair Herbold, Vice Chair Sawant
- Opposed: 0
- 1 City Council 07/30/2018 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, Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember Mosqueda, Councilmember O'Brien, Councilmember Sawant
- Opposed: 0
- 1 City Clerk 08/02/2018 submitted for Mayor's signature Mayor
- 1 Mayor 08/03/2018 Signed
- 1 Mayor 08/03/2018 returned City Clerk
- 1 City Clerk 08/03/2018 attested by City Clerk
- Action Text:** The Ordinance (Ord) was attested by City Clerk.
- Notes:**
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**CITY OF SEATTLE**

**ORDINANCE** 125638

**COUNCIL BILL** 119314

AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property rights to be surplus to the needs of Seattle Public Utilities; and authorizing the General Manager and CEO of Seattle Public Utilities to grant a water utility easement to the Ryan-GHC Two, LLC, a limited liability company of the state of Delaware to use certain City of Seattle property in the Northeast Quarter of Section 25, Township 23 North, Range 4 East, W.M., in King County, Washington for the purpose of constructing, operating, and maintaining a storm drain pipeline crossing the City of Seattle's Bow Lake Pipeline right-of-way.

WHEREAS, Ryan-GHC Two, LLC, developed property south of the City of Seattle's Bow Lake Pipeline right-of-way; and

WHEREAS, the stormwater from the development needs to be conveyed to a detention pond located north of the City of Seattle's Bow Lake Pipeline right-of-way; and

WHEREAS, Ryan-GHC Two, LLC has asked Seattle Public Utilities for an easement to construct and maintain an underground storm drain pipeline across the City of Seattle's Bow Lake Pipeline right-of-way; and

WHEREAS, Seattle Public Utilities is willing to grant Ryan-GHC Two, LLC such easement request; NOW, THEREFORE,

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

Section 1. After a public hearing and pursuant to the provisions of RCW 35.94.040, certain real property rights in King County, Washington, legally described and depicted in Attachment 1, Exhibit A Pages 1 and 2, attached to this ordinance, are declared to be no longer required for public utility service and surplus to the City's needs.

Section 2. Upon receipt of payment in the amount of \$10,000, the General Manager and CEO of Seattle Public Utilities, or designee, is authorized to execute and grant to Ryan-GHC

1 Two, LLC, a limited liability company of the state of Delaware, or to their successors or assigns  
2 as approved by the General Manager and CEO of Seattle Public Utilities, for and on behalf of  
3 The City of Seattle, a non-exclusive utility easement agreement, substantially in the form of  
4 Attachment 1 to this ordinance, for the purpose of constructing, operating and maintaining an  
5 underground storm drain pipeline, and access thereto, across, under, and upon City property  
6 legally described and depicted in Attachment 1, Exhibit A Pages 1 and 2 attached to this  
7 ordinance.  
8  
9

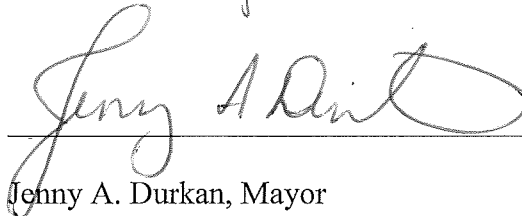
Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 30<sup>th</sup> day of July, 2018,  
and signed by me in open session in authentication of its passage this 30<sup>th</sup> day of  
July, 2018.



President \_\_\_\_\_ of the City Council

Approved by me this 3<sup>rd</sup> day of August, 2018.

  
Jenny A. Durkan, Mayor

Filed by me this 3<sup>rd</sup> day of August, 2018.



Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment 1 – Utility Easement and Agreement

Oved Recording Requested By And  
When Recorded Mail To:

SEATTLE CITY OF CITY-WTR  
700 5TH AVE STE 4900-RPS  
PO BOX 34018  
SEATTLE WA 98124-4018

ATTACHMENT 1 - UTILITY EASEMENT AND AGREEMENT

Reference #s of Document Released or Assigned: None  
Grantor:..... City of Seattle, Seattle Public Utilities  
Grantee:..... Ryan-GHC Two, LLC  
Legal Description (abbreviated):.....Portion NE 1/4 of NW 1/4 of Section 25,  
Twp. 23 North, Range 4 East, W.M., King  
County, WA.  
Assessor's Tax Parcel ID#:.....Portion of Parcel 0005800017 for the benefit  
of Parcels 0886700100 and 0886700080

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CITY to Ryan-GHC Two, LLC Drain Pipe Easement, SPU R/W File #345-607

**RECITALS**

WHEREAS, Ryan-GHC Two, LLC has developed property located South of the City of  
Seattle's Bow Lake Pipeline right of way, and

WHEREAS, the storm water from the development needs to be conveyed to a detention pond  
that is located North of the City of Seattle's Bow Lake Pipeline right of way, and

WHEREAS, Ryan-GHC Two, LLC has asked the City of Seattle to grant a permanent non-  
exclusive easement across and under a portion of the City of Seattle Bow Lake  
Pipeline right of way to construct and maintain an underground storm drain pipeline,  
and

WHEREAS, the City of Seattle has authorized granting this easement by Ordinance  
\_\_\_\_\_;

NOW THEREFORE, for and in consideration of Ten Thousand dollars (\$10,000), and the  
mutual covenants and agreements hereinafter set forth herein, and other valuable  
consideration, it is agreed by and between the parties hereto as follows:

#### A. EASEMENT GRANT AND AGREEMENT

1. On this \_\_\_\_ day of \_\_\_\_\_, 2018, **THE CITY OF SEATTLE, a municipal corporation of the State of Washington, acting by and through Seattle Public Utilities, ("City,")** hereby grants to **Ryan-GHC Two, LLC, a Delaware limited liability company**, and its successors and assigns, ("**Grantee,"**) a permanent non-exclusive easement across and under that portion of the City of Seattle Bow Lake Water Transmission Pipeline right of way **located in County of King, State of Washington, as legally described and depicted in EXHIBIT A Pages 1 and 2 attached hereto ("Easement Area.")**
2. Grantee, hereby agrees that this easement conveys only those rights expressly contained herein, and is subject to the purpose, terms, conditions, and restrictions herein described.
3. Grantee agrees that the actions of any contractors, agents or invitees of Grantee are the same as if performed or caused by Grantee.

#### B. GRANTEE'S USE OF THE EASEMENT AREA

1. The purpose of this easement is for the location, construction, maintenance, rehabilitation and replacement of a **Storm Drain Pipe ("Facilities")** that conveys storm water from property located south of the Easement Area to a detention pond located North of the Easement Area. The Maintenance and Operation of the Detention Pond shall be as provided by that Easement recorded under King County (Washington) Recording Number 20151211001280.
2. Grantee shall limit its use of the City of Seattle's property to the purpose authorized herein.
3. Grantee is responsible for its Facilities within the Easement Area at no cost or expense to City.
4. Grantee's use of the Easement Area shall not interfere with present or future use by City.

5. If at any time the Grantee's Facilities interferes with the installation, repair or replacement of City facilities, Grantee upon written notice from City, shall temporarily remove its Facilities, and shall replace same under the supervision of City.
6. Grantee shall ensure that no erosion, excavation, runoff, pollution, siltation or turbidity from its activities shall adversely affect the property or the surrounding environment.
7. Grantee shall not install or modify a cathodic protection system on its Facilities without the prior written approval of City. Grantee shall provide, at its own expense, appropriate corrosion control measures to protect City's water pipelines or other facilities from stray electrical current caused by Grantee's Facilities or cathodic protection installations. If such corrosion or electrolytic action should occur, the repair of any such damage, and any investigation required to locate and determine the extent thereof, shall be performed by City or its designee at the sole cost and expense of the Grantee. It is the Grantee's responsibility to provide, at its own expense, appropriate corrosion control measures to protect the Grantee's Facilities from stray electrical current caused by City's facilities or cathodic protection installations. Grantee, at its own expense, shall join with City in cooperative testing for stray current interference.
8. If Grantee ceases to use the Easement Area for the purposes granted herein, Grantee shall decommission its Facilities pursuant to applicable laws as required, granted or supervised by any agency or subdivision of government with jurisdiction over Grantee's Facilities or the Easement Area.

#### **C. CITY'S USE OF THE EASEMENT AREA**

1. City shall have the right to install, repair, replace, maintain, operate and make lateral connections to any of its existing or future water supply lines and appurtenances, electrical transmission and distribution facilities, or other City Facilities within said easement area.
2. City shall notify Grantee of any direct interference or damage to Grantee Facilities caused by or resulting from any City work or operation within the Easement Area. City shall proceed to take such action(s) as may be necessary to ensure the integrity of Grantee Facilities and the safety of the public.
3. City reserves the right to grant or deny permission to use or occupy the Easement Area for any other purpose, including use by Grantee or other utility agencies; provided that

such use or occupancy shall not unreasonably conflict with the purposes herein granted.

#### **D. COMPLIANCE WITH LAWS AND REGULATIONS**

1. The use of the Easement Area is subject to all applicable rules, regulations and laws governing the construction, operation and maintenance of such use, including environmental laws.
2. Purpose, terms, conditions, and restrictions herein described shall not be construed to replace or to be used in lieu of any permit or licenses which may be required, granted or supervised by any agency or subdivision of government with jurisdiction over Grantee's Facilities or the Easement Area.
3. Grantee has not relied on the City for assessing site conditions or determining the suitability of the site conditions to accommodate Grantee's construction activities or Facilities installed within the Easement Area.

#### **E. CONSTRUCTION, MAINTENANCE, AND REPAIRS WITHIN THE EASEMENT AREA**

1. Before undertaking the construction, or future reconstruction, repairs or maintenance of the Grantee's Facilities within the Easement Area, plans and specifications must be submitted to, and approved in writing by Seattle Public Utilities. Review and approval of such plans and specifications shall occur within a timely manner. Such plans shall indicate the permanent grade established and depth of cover over any existing pipelines and other existing utilities, and the drainage pattern.
2. Grantee shall ensure that its Facilities are constructed in accordance with plans approved by Seattle Public Utilities, and to the specifications of any agency or subdivision of government having jurisdiction.
3. Grantee shall immediately phone Seattle Public Utilities at (206) 386-1800 if there has been an injury or death associated with the Grantee's use of the Easement Area.
4. Grantee shall immediately phone Seattle Public Utilities at (206) 386-1800 if City infrastructure is damaged, or at risk of damage, because of any Grantee activities.

5. The City has the right to stop work or modify any approved plans, if the City determines that work is not being performed as approved, there is a safety issue, or that City facilities or the facilities of others are at risk.
6. Grantee shall restore the Easement Area to substantially the same condition that existed prior to Grantee's entry into the Easement Area and leave it in a safe, orderly, fit, and sanitary condition upon completion of construction.
7. Grantee shall restore City survey monuments or property markers if such monuments are damaged, destroyed or moved because of its activities within City property.

#### **F. DAMAGES, COSTS and EXPENSES**

1. Grantee agrees to pay for all cost and expense resulting from any removal, raising, lowering, or other adjustment of the Grantee's Facilities necessitated by the alteration or installation of City's existing or future pipelines or other facilities; provided, however that City will use commercially reasonable efforts to avoid interference with Grantee's Facilities.
2. Grantee agrees to pay for any increase in City's cost of installing, replacing or repairing City's pipelines or other City Facilities resulting from the existence of Grantee's Facilities.
3. Grantee agrees to pay to City the reasonable cost of repair of any of City's facilities damaged by the installation, operation or maintenance of Grantee's facilities.
4. City is not liable for any cost or expense of repair of any damage to or replacement of Grantee Facilities except where such damage is caused by the sole or comparative negligence of the City, its agents or employees.
5. City can act immediately and unilaterally to repair or restore any facility or condition which poses a threat to health, safety, and the environment.
6. Other than situations as specified in section F.4 herein, Grantee agrees to repair any and all damage or injury done to the City property, or facilities of others, to City's or other facility owner's satisfaction, resulting from the installation, operation or maintenance of Grantee's Facilities, at the sole cost and expense of the Grantee.

7. If Grantee has not corrected, or made an acceptable agreement with City to correct any condition caused by Grantee that SPU reasonably determines as unacceptable within thirty (30) days of notification by City, City may perform such work, and all reasonable costs incurred shall be billed to Grantee. City may act immediately for conditions, which pose a threat to public health, safety or the environment. Grantee agrees to pay such bills in a timely manner.

## G. INSURANCE

1. Grantee's Insurance Coverages and Limits. Grantee shall, at its sole cost and expense, and at all times shall maintain in full force and effect the following minimum limits of insurance, and adhere to all terms and conditions set forth below:

- a. **Commercial General Liability (CGL)** written on an occurrence form at least as broad as ISO CG 00 01, with Minimum Limits of Liability:

\$1,000,000 per Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal/Advertising Injury Liability

Employers Liability / Washington Stop  
\$1,000,000 Each Accident / Each Disease / Policy Limit

Alternatively, may be evidenced as Employer's Liability insurance under Part B of a Workers Compensation insurance policy.

Coverage shall include: Premises and Operations; Broad Form Property Damage (Including Completed Operations); Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract); Personal Injury and Advertising Liability; Independent Contractors; Severability of Interest Clause; Waiver of Subrogation endorsement in favor of City as required by contract; General Aggregate Limits of Insurance shall apply separately; "Claims Made" and "Modified Occurrence" policy forms are not acceptable.

The limits of liability described above are minimum limits of liability only. Regardless of provisions to the contrary under the terms of any insurance policy maintained by Grantee, the specification of any such minimum limits shall neither be (1) intended to establish a maximum limit of liability to be maintained by Grantee regarding this Agreement, nor (2) construed as limiting the liability of any

of Grantee's insurers, which must continue to be governed by the stated limits of liability of the relevant insurance policies.

- b. In the event that the City deems insurance to be inadequate to protect Grantee and the City, Grantee shall increase coverages and/or liability limits as the City shall deem reasonably adequate within sixty (60) days after the date of written notice.
- c. Terms and Conditions for Grantee's Insurance.
  - i. The City of Seattle as Additional Insured: The CGL insurance shall include "The City of Seattle, its officers, officials, employees, agents and volunteers" as additional insureds. Grantee's insurance shall be primary and non-contributory to any insurance maintained by or available to the City. The term "insurance" in this paragraph shall include insurance and self-insurance (whether funded or unfunded),
  - ii. Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited: Grantee's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. Grantee's insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Seattle from coverage or asserting a claim under the Grantee's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Grantee's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Agreement with the City of Seattle; or if applicable, and at the discretion of the City of Seattle, shall serve as grounds for the City to procure or renew insurance coverage with any related costs of premiums to be repaid by Grantee or reduced and/or offset against the Agreement.
  - iii. Cancellation Notice: Coverage shall not be cancelled without 30 day written notice of such cancellation, except 10 day written notice as respects cancellation for non-payment of premium, to the City at its notice address herein except as may otherwise be specified in Revised Code of Washington (RCW) 48.18.290 (Cancellation by insurer.).
  - iv. Minimum Security Requirements: Each insurance policy required hereunder shall be (1) subject to reasonable approval by City that it conforms with the requirements of this Section, and (2) be issued by an insurer rated A-:VIII or

higher in the then-current A. M. Best's Key Rating Guide and licensed to do business in the State of Washington unless procured under the provisions of chapter 48.15 RCW (Unauthorized insurers).

- d. Deductible or Self-Insured Retention: Any deductible or self-insured retention ("S.I.R.") must be disclosed to, and shall be subject to reasonable approval by, the City. Grantee shall cooperate to provide such information as the City may reasonably deem to be necessary to assess the risk bearing capacity of the Grantee to sustain such deductible or S.I.R. The cost of any claim falling within a deductible or S.I.R. shall be the responsibility of Grantee. If a deductible or S.I.R. for CGL or equivalent insurance is not "fronted" by an insurer but is funded and/or administered by Grantee or a contracted third party claims administrator, Grantee agrees to defend and indemnify the City to the same extent as the City would be protected as an additional insured for primary and non-contributory limits of liability as required herein by an insurer.
- e. Evidence of Insurance. On or before the Commencement Date, and thereafter not later than the last business day prior to the expiration date of each such policy, the following documents must be delivered to City at its notice address herein as evidence of the insurance coverage required to be maintained by Grantee:
  - i. Certification of insurance documenting compliance with the coverage, minimum limits and general requirements specified herein; and
  - ii. A copy of the policy's declarations pages, showing the insuring company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements specifying all endorsements listed on the policy including any company-specific or manuscript endorsements;
  - iii. A copy of the CGL insurance policy provision(s) and endorsements expressly including the City of Seattle and its officers, elected officials, employees, agents and volunteers as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number, and the original signature and printed name of the representative of the insurance company authorized to sign such endorsement
- f. Failure of Comply. Failure of Grantee to comply with any of the terms of the above insurance provisions shall be considered a material breach of this Agreement and cause for its immediate termination at the option of the City.

Address to send proof of insurance:

Seattle Public Utilities – WTR

File Number 345-607  
Facilities and Real Estate Services  
PO Box 34018  
Seattle WA 98124-4018

## **H. RELEASE AND INDEMNIFICATION**

1. Grantee shall defend, indemnify and hold harmless City, City's officials, employees, agents, and representatives from and against any and all claims, liens, demands, actions, costs, losses, expenses, harm, damages, and liability of any kind or character asserted or arising from, on account of, or in connection with: (a) Grantee's exercise of its rights and obligations under this Agreement, (b) the acts or omissions of Grantee (and Grantee's officials, employees, agents, consultants, contractors, representatives, or licensees in or upon the Easement Area), or (c) any damage to or failure of the roadway, storm drain or other Grantee Facilities resulting in any damage or injury to any person or property, or any interest of any person or entity whatsoever; provided however, nothing herein shall require Grantee to so indemnify and hold harmless City to the extent of the negligence or other fault on the part of the City, its officials, employees, agents, consultants, contractors, representatives or licensees.
2. Grantee agrees to maintain compliance with any and all environmental laws and not to cause or permit the Easement Area to become contaminated with any hazardous substances in violation of such environmental laws; provided, that Grantee shall not be liable for the mere discovery of existing conditions. In the event that any property becomes contaminated as a result of the use of the Easement Area by Grantee, its officials, employees, agents, consultants, contractors, representatives, licensees, invitees or visitors, Grantee agrees to clean up and remediate damage to such property and to bring it into compliance with the environmental laws. Grantee agrees to indemnify, release and hold harmless the City from any environmental liability which may arise out of, result from, or be related to the past, present, or future contamination of the Easement Area by Grantee, its officials, employees, agents, consultants, contractors, representatives, licensees, invitees or visitors. For purposes of this paragraph, "environmental laws" shall mean any local, state or federal law, regulation, ordinance, order or other source of law, now or hereafter in effect relating to the protection of human health or the environment including, but not limited to: the Federal Clean Air Act; the Federal Water Pollution Control Act; the Federal Safe Drinking Water Act; the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Resource Conservation and Recovery Act, as

amended by the Solid and Hazardous Waste Amendments of 1984; the Federal Occupational Safety and Health Act; the Federal Emergency Planning and Right-to-Know Act of 1986; the Federal Hazardous Materials Transportation Control Act of 1980; the Federal Water Act of 1977; the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Waste Management Recovery and Recycling Act; the Washington Hazardous Waste Management Act; the Washington Hazardous Waste Fees Act; Washington Model Toxics Control Act; the Washington Nuclear Energy and Radiation Act; the Washington Radioactive Waste Storage and Transportation Act; the Washington Underground Petroleum Storage Tanks Act; and any regulations promulgated thereunder from time to time.

3. Any and all damage or injury done to the Easement Area, City facilities, or existing facilities of others, resulting from construction in, and the use of the Easement Area by Grantee or its agents or its Grantees, must be repaired to the City's and/or other Facilities owner's satisfaction within thirty (30) days of the occurrence of such damage or of notification to Grantee by the City or other facilities owner of the existence of such damage, at the sole cost and expense of Grantee. Grantee agrees to require an insurance policy of any of its agents in an amount adequate to cover any and all damages to the Easement Area and during the construction phase maintain a liability insurance policy in commercially reasonable amounts covering any property damage it may cause to the Easement Area.
4. If Grantee has not corrected, or made an acceptable agreement with City to correct, any dangerous condition caused by Grantee, or any of its agents that the City determines to be unacceptable within thirty (30) days of notification by City, City may perform such work, and all reasonable costs incurred shall be paid by Grantee, or its agents, within thirty (30) days of receipt of an invoice for the work. City may act immediately for conditions which pose a threat to public health, safety or the environment. Any late payments will be charged 1% per month interest.

## **I. GOVERNING LAW**

1. This Agreement shall be construed and governed under Washington Law. Venue for any action between the parties arising from the subject matter of this Agreement will be in King County Superior Court.

## **J. SEVERABILITY**

1. If any provision of this Agreement is found to be invalid, the remainder of the provisions of this Agreement that are not materially altered or invalidated shall remain in full force and effect.
2. This Agreement, and each of the terms, provisions, conditions and covenants herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

## **K. CONTACTS**

### **CITY OF SEATTLE – SEATTLE PUBLIC UTILITIES:**

**Mailing Address:**

Seattle Public Utilities - WTR  
PO Box 34018  
Seattle WA 98124-4018

24-HOURS CONTACT NUMBER

**Location Address:**

Seattle Public Utilities  
700 Fifth Avenue, Suite 4900  
Seattle WA 98124-4018

(206) 386-1800

### **RYAN-GHC TWO, LLC – GRANTEE:**

Ryan-GHC Two, LLC  
c/o Ryan Companies US, Inc., its Manager  
533 South Third Street, Suite 100  
Minneapolis, MN 55415

CONTACT NUMBER

**and with a copy to:**

Ryan Companies US, Inc.,  
3900 East Camelback Road, Suite 100  
Phoenix, Arizona 85018-2653

(602) 322-6100

## **L. TERMINATION**

1. If Grantee ceases to use the Easement Area for the purposes granted herein for a period of three (3) years, the City may terminate this Easement.
2. If Grantee violates a material provision of this Agreement, and such violation remains uncured for ninety (90) days after notice and demand for cure by City, the City may terminate this Easement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed.

**THE CITY OF SEATTLE**

**Ryan-GHC Two, LLC**

**By: Ryan Companies US, Inc., its Manager**



**Grantee Acknowledgement**

STATE OF ARIZONA       )  
                                          )  
COUNTY OF MARICOPA   )

SS.

THIS IS TO CERTIFY that on this day, before me the undersigned Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared **Molly Ryan Carson** to me known to be the **Vice President of Ryan Companies US, Inc., Manager of Ryan-GHC Two, LLC**, and that she executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed on behalf of the corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Notary Public in and for the State of **Arizona**

residing at \_\_\_\_\_

\_\_\_\_\_  
My appointment expires \_\_\_\_\_

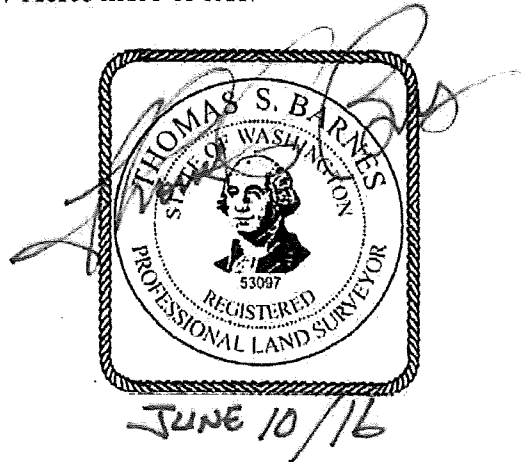
EXHIBIT "A"  
PAGE 1 OF 2  
LEGAL DESCRIPTION

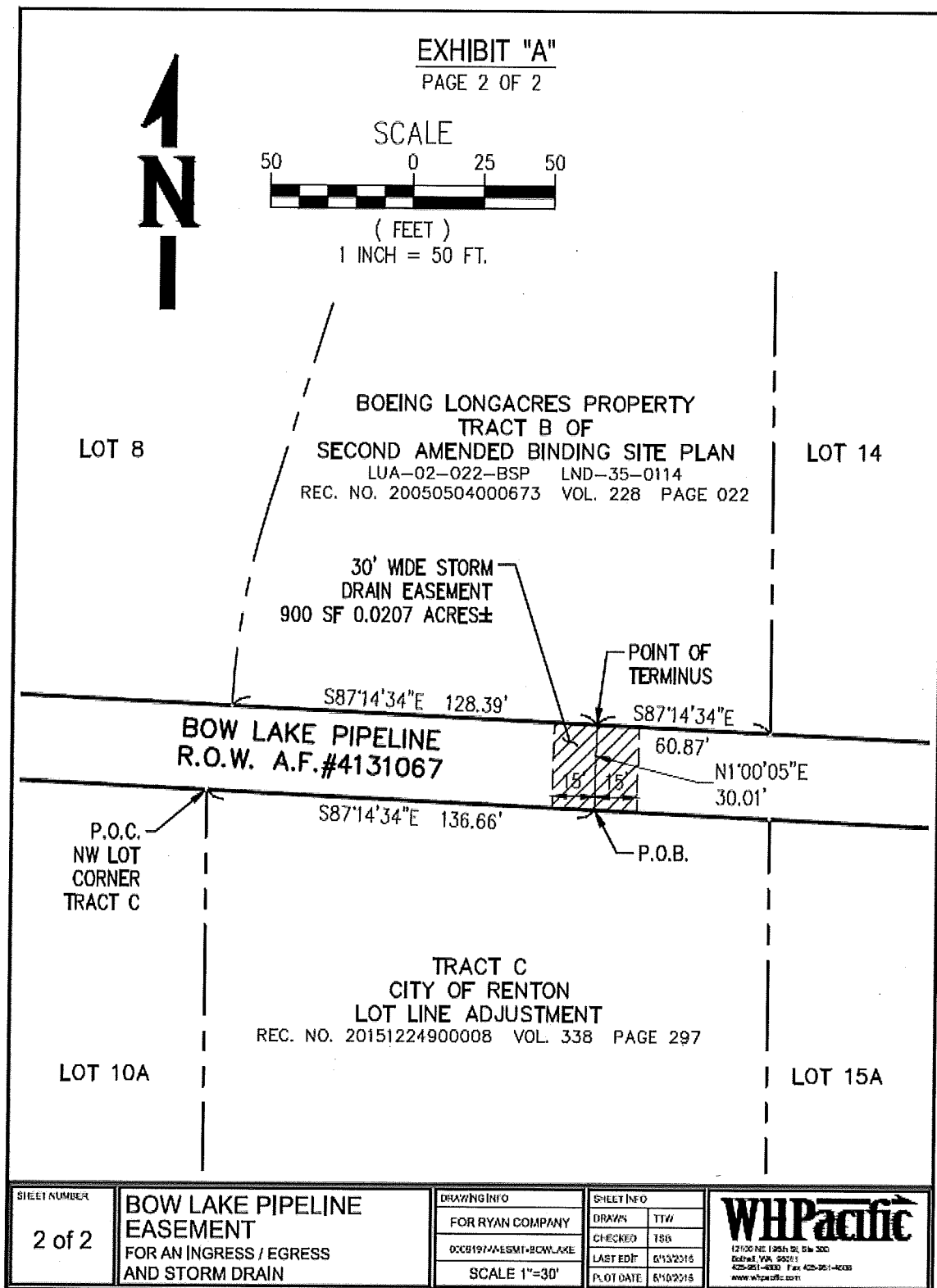
A STRIP OF LAND 30.00 FEET WIDE, LYING 15.00 FEET ON EACH SIDE OF THE BELOW DESCRIBED CENTERLINE OVER THAT PORTION OF THE BOW LAKE PIPELINE RIGHT OF WAY AS RECORDED UNDER A.F. #4131067, SITUATED IN BOEING LONGACRES PROPERTY SECOND AMENDED BINDING SITE PLAN RECORDING NUMBER 20050504000673 UNDER VOLUME 228 PAGES 022 THROUGH 028, KING COUNTY RECORDERS OFFICE, WASHINGTON, THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT C CITY OF RENTON LOT LINE ADJUSTMENT RECORDING NO. 20151224900008 IN VOLUME 338 PAGE 297, KING COUNTY RECORDERS OFFICE;  
THENCE S87°14'34"E ALONG THE NORTH LINE OF SAID TRACT C ALSO THE SOUTH LINE OF SAID BOW LAKE PIPELINE RIGHT OF WAY A DISTANCE OF 136.66 FEET TO THE **POINT OF BEGINNING**;  
THENCE N01°00'05"E A DISTANCE OF 30.01 FEET TO THE NORTH LINE OF SAID BOW LAKE PIPELINE RIGHT OF WAY AND THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID STRIP SHALL BE SHORTENED OR LENGTHED AS NECESSARY TO INTERSECT WITH THE MARGINS OF SAID PIPELINE RIGHT OF WAY.

Containing 900 Square Feet or 0.0207 Acres more or less.





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STATE OF WASHINGTON -- KING COUNTY

--SS.

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365020

No. 34,35,36,37,38,39

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 12<sup>th</sup> 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:ORDINANCE 125632.33

was published on

08/16/18

The amount of the fee charged for the foregoing publication is the sum of \$161.64 which amount has been paid in full.



Affidavit of Publication

\_\_\_\_\_  
Subscribed and sworn to before me on

08/16/2018

\_\_\_\_\_  
Notary public for the State of Washington,  
residing in Seattle

# State of Washington, King County

## City of Seattle

The full text of the following legislation, passed by the City Council on July 30, 2018, 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 125632

Council Bill 119303

AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at page 159 of the Official Land Use Map to rezone property located at 5201 Rainier Avenue South from Neighborhood Commercial 2 with 40-foot height limit (NC2-40) to Neighborhood Commercial 3 with a 65-foot height limit and a M1 suffix (NC3-65(M1)), and accepting a Property Use and Development Agreement as a condition of rezoning approval. (Petition by Hugh Schaeffer, S+H Works, LLC, C.F. 314311, SDCI Project 3018378)

Ordinance 125633

Council Bill 119320

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

Ordinance 125634

Council Bill 119305

AN ORDINANCE relating to street and sidewalk use fees; adopting a Free-Floating Bike Share Program Fee Schedule; and amending Ordinance 125493, which amended the 2018 Budget (Ordinance 125475), by increasing appropriations to the Seattle Department of Transportation; all by a 3/4 vote of the City Council.

Ordinance 125635

Council Bill 119306

AN ORDINANCE relating to appropriations for the Seattle Department of Transportation's Delridge Multimodal Corridor Project; amending Ordinance 125475, which adopted the 2018 Budget; and lifting a proviso.

Ordinance 125636

Council Bill 119298

AN ORDINANCE relating to the Municipal Art Fund; amending Section 20.32.030 of the Seattle Municipal Code to remove the timing limitation on the use of funding.

Ordinance 125637

Council Bill 119309

AN ORDINANCE related to appropriations for the Office for Civil Rights; amending Ordinance 125493, which amended the 2018 Budget (Ordinance 125475); and lifting a proviso imposed on the Office for Civil Rights for funding a comprehensive community-based youth diversion program by Green Sheet 97-1-B-1.

Ordinance 125638

Council Bill 119314

AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property rights to be surplus to the needs of Seattle Public Utilities; and authorizing the General Manager and CEO of Seattle Public Utilities to grant a water utility easement to the Ryan-GHC Two, LLC, a limited liability company of the state of Delaware to use certain City of Seattle property in the Northeast Quarter of Section 25, Township 23 North, Range 4 East, W.M., in King County, Washington for the purpose of constructing, operating, and maintaining a storm drain pipeline crossing the City of Seattle's Bow Lake Pipeline right-of-way.

Ordinance 125639

Council Bill 119316

AN ORDINANCE relating to the Human Rights Code; adding Section 8 or other subsidy program administrator to the definition of person; clarifying the difference between reasonable accommodation and reasonable modification; broadening coverage of unfair practices related to reasonable accommodations and reasonable modifications to any person; and amending Sections 14.08.020 and 14.08.040 of the Seattle Municipal Code.

Date of publication in the Seattle Daily Journal of Commerce, August 16, 2018.

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