

CITY OF SEATTLE
ORDINANCE 126662
COUNCIL BILL 120395

AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property rights as being surplus to the City’s municipal utility needs; granting easements to the City of Renton, for public roadway, Renton-owned utilities, storm drainage, and devices for traffic control purposes, for the improvement of Rainier Avenue South, over, under and across a portion of City's Cedar River Pipeline right of way, in the East ½ Section 18, Township 23 North, Range 5 East, W.M., in King County, Washington.

WHEREAS, the City of Renton desires to make improvements to Rainier Avenue South, thereby enhancing traffic safety and convenience; and

WHEREAS, to make said improvements the City of Renton has requested that The City of Seattle grant it certain property rights in the form of one temporary easement and one permanent easement; and

WHEREAS, the property rights requested are surplus to The City of Seattle’s needs;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

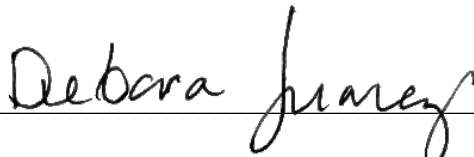
Section 1. Pursuant to the provisions of RCW 35.94.040 and after a public hearing, certain property rights within the City of Seattle’s Cedar River Water Transmission Pipeline right of way located in King County, Washington, and legally described in Attachments 1 and 2 to this ordinance, are declared to be no longer required for providing public utility service and to be surplus to the City’s municipal utility needs.

Section 2. Upon receipt of payment in the amount of \$454,600, the General Manager and Chief Executive Officer of Seattle Public Utilities or designee is authorized to execute for and on behalf of The City of Seattle two easement agreements with The City of Renton, substantially in

1 the form of: (1) the Temporary Construction Easement in, on, over, through and across the City's
2 real property legally described in Attachment 1; and (2) a non-exclusive permanent Easement
3 Agreement for public roadway, Renton-owned utilities, storm drainage, and devices for traffic
4 control purposes under, over, and across the City's real property legally described in Attachment
5 2.

1 Section 3. 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 6th day of September, 2022,
5 and signed by me in open session in authentication of its passage this 6th day of
6 September, 2022.

7 
8 President _____ of the City Council

9 Approved / returned unsigned / vetoed this 14th day of September, 2022.

10 
11 Bruce A. Harrell, Mayor

12 Filed by me this 14th day of September, 2022.

13 
14 Elizabeth M. Adkisson, Interim City Clerk

15 (Seal)
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20 Attachments:
21 Attachment 1 – Temporary Construction Easement
22 Attachment 2 – Easement Agreement (Permanent Road and Utilities)

After recording return document to:

City of Renton
City Clerk's Office
1055 South Grady
Way Renton, WA
98057

TEMPORARY CONSTRUCTION EASEMENT

Reference #s of Document Released or Assigned:	None
Grantor.....	The City of Seattle, Seattle Public Utilities
Grantee.....	The City of Renton
Legal Description (abbreviated).....	Portion of The City of Seattle Cedar River Transmission Pipeline right of way in the E ½ of Section 18, Twp. 23 North, Range 5 East, W.M., King County, WA
Assessor’s Tax Parcel ID#.....	Portion of 1823059208

Rainier Avenue Temporary Construction Easement SPU R/W File # 327-605

Project: Rainier Ave S Corridor Improvements Phase 4 (S 3rd St to NW 3rd P1)

This Temporary Construction Easement (the “TCE”) is made and entered into this _____ day of _____, 2022, by and between **City of Seattle, a municipal corporation** of the State of Washington, acting by and through its Seattle Public Utilities Department (“SPU”), (“Seattle or Grantor”), and the **City of Renton, a municipal corporation** (“Renton” or “Grantee”), its successors and assigns.

For Good and Valuable Consideration, receipt of which is hereby acknowledged, Seattle, as the owner of that certain real property legally described on Exhibit "A" — Entire Parcel ("Property"), attached hereto and incorporated by this reference, hereby grants to Renton 6,355 square feet of temporary easements area in, on, over, through and across that portion of the Property depicted on Exhibit "B" (“Easement Area”), which are attached hereto and incorporated by this reference, for the purpose of minor clearing and grubbing and excavation and fill and construction; protecting existing public and private improvements in the immediate vicinity of the Project area; and repairing, restoring and/or reestablishing any improvements disturbed while undertaking the Project activities described above.

GENERAL TERMS and CONDITIONS

The temporary rights granted in this Construction Easement shall be effective upon execution by the parties. Renton and/or its contractors shall provide forty-eight (48) hours’ notice to Seattle of its intent to commence construction. The temporary rights granted to Renton shall automatically terminate and be null and void (i) thirty-six (36) months after the execution of this easement or (ii) upon restoration of any existing improvements disturbed

by the Grantee within the temporary easement area, whichever is later, but in no event later than June 30, 2024.

Renton shall use its best efforts to avoid damage to Seattle's property and infrastructure. If any damage occurs to Seattle's property or infrastructure in the course of, or as the result of, activities undertaken pursuant to this Agreement, including without limitation, damage to any slope, surface, landscaping, utilities, equipment, or structure, then Renton shall, at its sole cost and expense, promptly, and as soon as reasonably practicable, take all action reasonably necessary to repair the damage and restore the property to a condition satisfactory to Seattle.

Renton agrees to hold harmless, indemnify and defend Seattle from and against any and all claims, losses or liability, for injuries, sickness or death of persons, including employees of Renton, or damage to property, arising out of the exercise of Renton's rights under this Construction Easement or any willful misconduct or negligent act, error, or omission of Renton, its officers, agents, contractors, subcontractors, licensees, or employees, in connection with Renton's activities authorized by this Construction Easement, provided, however, that:

- (a) Renton's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, or damage caused by or resulting from the sole willful misconduct or sole negligence of Seattle; and
- (b) Renton's obligations to indemnify, defend and hold harmless for injuries, sickness, death, or damage caused by or resulting from the concurrent negligence or willful misconduct of Renton and Seattle, or of Renton and a third party other than an officer, agent, contractor, or employee of Renton, shall apply only to the extent of the negligence or willful misconduct of Renton (including an officer, agent, contractor or employee of Renton).

Renton shall, at its sole cost and upon completion of the work within the Easement Area, fully restore the surface and subsurface of the Easement Area and any public or private improvements disturbed by or destroyed during the execution of the work, as nearly as practicable, to the conditions as of the effective date of this easement.

It is the intention of the parties that this document be strictly limited to and for the purposes expressed.

It is understood and agreed that delivery of this Construction Easement is hereby tendered and that the terms and obligations hereof shall not become binding upon Renton, unless and until accepted and approved hereon in writing by Renton.

SPECIAL TERMS and CONDTIONS

A. The City of Seattle retains the right of exclusive access to, and use of, its fee-owned right of way including the Temporary Construction Easement Areas (TCE) in case of a superior City of Seattle operational need or emergency, as determined by SPU.

B. All activities by the City of Renton or its employees, agents, contractors, or other representatives within the Easement Area are subject to the approval of SPU's Project Delivery and Engineering Branch, Water Planning and Program Management Division, and Water Operations and Systems Maintenance (SPU). Construction Plans and Specifications must be approved by SPU. Plans are currently being reviewed by Ryan Manning at SPU 206-684-0127 ryan.manning@seattle.gov. After Renton has received SPU's written notice of approval of 100% Plans, Grantee must provide 7 working days' notice to SPU prior to engaging any activities in the Easement Area.

C. The City of Seattle reserves the right to STOP WORK within its fee-owned right of way if in the sole opinion of the City's on-site representative, the City of Renton's activities pose a danger to life or property.

D. The City of Renton must present an AFFIDAVIT from The City of Seattle's Tenants that are currently renting the right of way, which that they have no unresolved issues with the City of Renton regarding the project and that they are not expecting compensation of any kind from Seattle Public Utilities or the City of Seattle.

E. Permanent Easement language is not considered fully negotiated and final until approved by execution by an authorized representative of SPU.

F. Temporary Construction Easement language is not considered fully negotiated and final until approved by an authorized representative of SPU by execution of this document

G. In 2011 Renton paid SPU \$8,000 for SPU T&M costs related to the preparation of the easement and legislation documents, plan review and inspections. These funds were placed in SPU Guaranteed Deposit Account 43671.

H. The easement and legislative document preparation were completed in 2011 within the \$5,410.92. The legislation will need to be reviewed and updated, new easement description inserted, transferred to new templates, and submitted for legislative processing. To complete the legislative process SPU is willing to accept the remaining balance of \$2,589.08 based on the assumption that the already prepared documents would be used.

I. The City of Renton agrees to pay a separate administrative fee in the amount of \$1,835 for the review and approval of the TCE.

J. Renton agrees to reimburse SPU for its Time and Material Charges related to further Plan Review, Inspections and activities related to Renton's construction.

City of Renton Acknowledgement

STATE OF WASHINGTON)) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this day, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the _____ of the **City of Renton** that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said agency, for the uses and purposes therein mentioned, and on oath stated that **he/she** is authorized to execute the said instrument.

WITNESS my hand and official seal this _____ day of _____, 2022.

Notary Public in and for the State of
Washington

residing at _____

My appointment expires _____

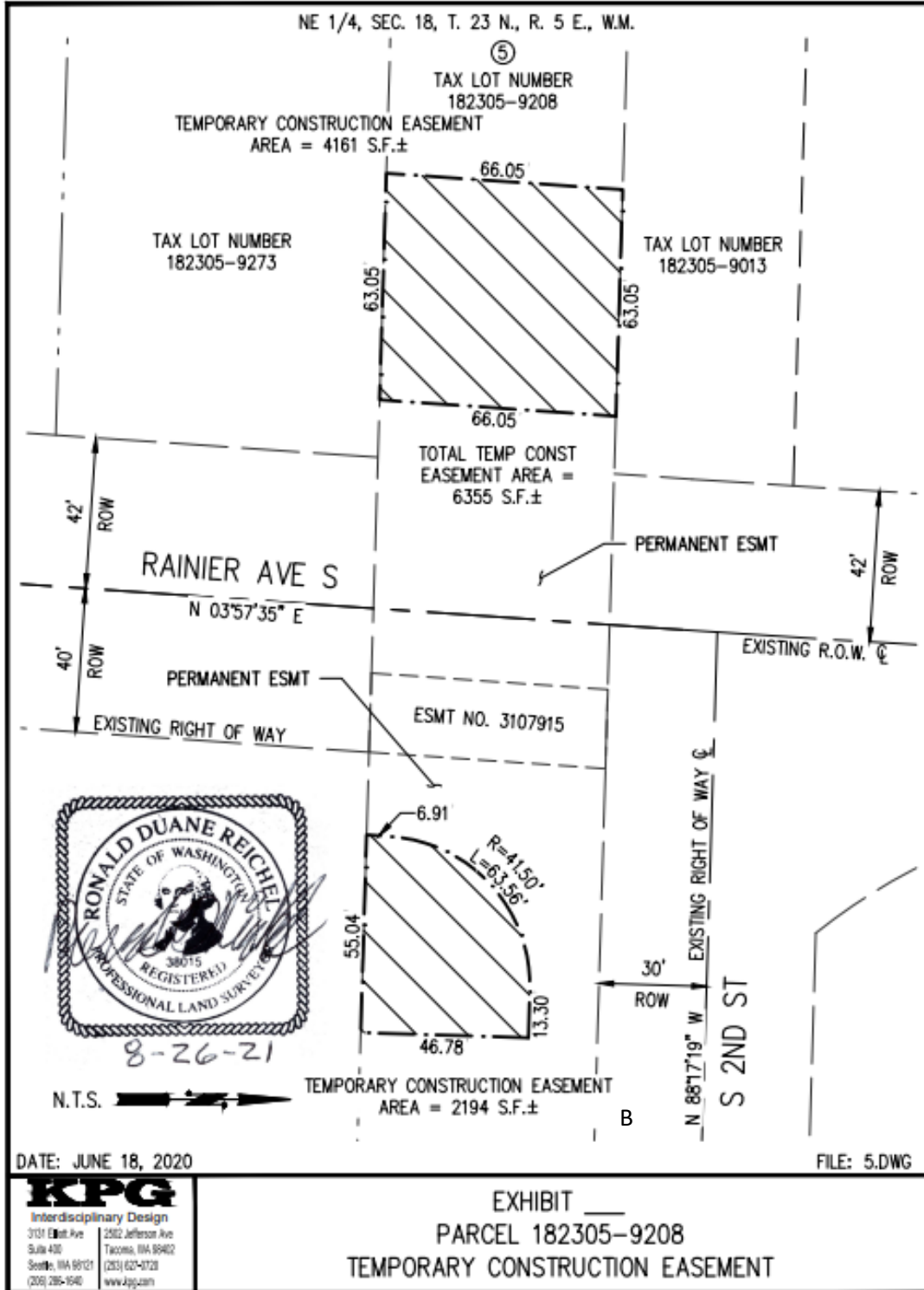
**EXHIBIT A
ENTIRE PARCEL**

Legal Description

**The Cedar River Pipeline right of way through Section 18, Township 23 North, Range 5
East of the Willamette Meridian, in King County, Washington.**

Parcel No. 182305-9209

EXHIBIT B TEMPORARY CONSTRUCTION EASEMENT AREAS



Recording Requested By And
When Recorded Mail To:

City of Seattle SPU - WTR
700 5th Ave, Suite 4900
PO Box 34018
Seattle WA 98124-4018

EASEMENT AGREEMENT

Reference #s of Document Released or Assigned:	None
Grantor.....	The City of Seattle, Seattle Public Utilities
Grantee.....	The City of Renton
Legal Description (abbreviated).....	Portion of The City of Seattle Cedar River Transmission Pipeline right of way in the E ½ of Section 18, Twp. 23 North, Range 5 East, W.M., King County, WA
Assessor’s Tax Parcel ID#.....	Portion of 1823059208

Rainier Avenue Road Easement SPU R/W File # 327-605

THIS EASEMENT AGREEMENT, made this ____ day of _____, 2022 by and between THE CITY OF SEATTLE, a municipal corporation of the State of Washington, acting by and through Seattle Public Utilities, hereinafter called “Seattle,” and City of Renton, a political subdivision of the State of Washington, hereinafter called “Renton,” WITNESSETH:

That for and in consideration of ONE and NO/100 Dollar (\$1.00), the mutual covenants and agreements hereinafter set forth, and other valuable consideration, it is agreed by and between the parties hereto as follows:

1. Seattle hereby grants to Renton, and to such municipal corporations as may become its successor by reason of incorporation or annexation of territory, including all or any part of the area below described, a non-exclusive easement for public roadway, Renton-owned utilities, storm drainage, and devices for traffic control purposes, over, under and across a portion of Seattle's Cedar River Pipeline right of way, as legally described in Exhibit A, attached hereto (the “Easement Area”).
2. Seattle retains, in its ownership of the underlying fee, the right to grant or deny permission to use or occupy the Easement Area for any other purpose, including use by public utility agencies; provided that such use or occupancy shall not unreasonably or permanently conflict with the purposes herein granted; and provided that such permitted users shall be required to restore roadway in accordance with Renton standards.
3. Any use or occupancy of the Easement Area is subject to all rules, regulations and laws governing the construction, operation and maintenance of such use, and 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 other agency or subdivision of government.

4. Renton shall be responsible for the design, construction, maintenance and safety of a public roadway, Renton-owned utilities, storm drainage, and devices for traffic control purposes, within the Easement Area, which shall be at no cost or expense to Seattle. The use of the Easement Area by Renton shall in no way interfere with present or future use of said property by Seattle for water supply lines, overhead or underground electrical transmission or distribution facilities, or for other Seattle purposes.
5. a. Seattle shall have the right to install, repair, replace, maintain, operate and make lateral connections to any of its water supply lines and appurtenances, electrical transmission and distribution facilities, or other Seattle improvements within said easement area, provided that Renton shall be notified in advance of any such work, except when an emergency exists.

b. Seattle shall immediately notify Renton of any direct interference or damage to roadway, storm drainage facilities or other Renton improvements caused by or resulting from any Seattle work or operation within the Easement Area. Renton shall proceed to take such action(s) as may be necessary to ensure the integrity of Renton improvements and the safety of the public.

c. Seattle shall not be liable for the relocation or repair of said roadway, or other Renton improvements within the Easement Area by reason of such work or operations or for damage to roadway, storm drainage facilities or other Renton improvements within said easement area, except where such damage is caused by the sole or comparative negligence of Seattle, its agents, or employees.
6. It is expressly understood and agreed that before any construction, improvement, maintenance, or substantial repair of roadway and/or other improvements within the Easement Area is made by Renton or its agents, plans shall be supplied to Seattle (Seattle Public Utilities) for approval prior to the commencement of work except when an emergency exists. Such plans shall indicate the permanent grade established and depth of cover over any existing pipelines and other existing utilities, and shall show the drainage pattern within the vicinity. No such construction or improvements for roadway and/or storm drainage purposes shall be undertaken without the approval, in writing, from the GM/CEO of Seattle Public Utilities. Forty-eight (48) hours' notice shall be given to Seattle Public Utilities prior to performance of such construction or improvements. If an emergency arises, Renton or its agents shall immediately phone the SPU Operations Response Center at (206) 386-1800.
7. A minimum of three (3) feet of cover to the finished roadway grade shall be established over the pipelines at the final grade. If there is to be less than three (3) feet of cover, Renton shall install bridging over the pipelines as approved by Seattle. Maximum cover shall not exceed six (6) feet unless approved, in writing, by SPU.
8. There will be no construction traffic within 10 feet of the pipelines without adequate cover or bridging as approved in advance by Seattle.

9. All alterations, moving or adjusting of pipelines and/or other Seattle facilities required by the construction of the roadway and other Renton improvements shall be at no cost to Seattle.
10. Renton shall be liable for, and pay throughout the term of this use, any taxes, fees or assessments on the improvements of Renton installed, operated and maintained on the Seattle's property, and on any property interest deemed by the King County Assessor, other official of the State of Washington, or other entity responsible thereof, created by this easement and shall otherwise fulfill all fiscal obligations required by law. This provision specifically includes Surface Water Management Fees.
11. Renton shall defend, indemnify and hold harmless Seattle, its 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) Renton's exercise of its rights and obligations under this Agreement, (b) the acts or omissions of Renton (and Renton's officials, employees, agents, consultants, contractors, representatives, licensees, invitees, or visitors) in or upon the Easement Area, (c) any damage to or failure of the roadway, storm drain or other Renton improvements resulting in any damage or injury to any person or property, or any interest of any person or entity whatsoever or (d) the use of the Easement Area by members of the general public; provided however, nothing herein shall require Renton to so indemnify and hold harmless Seattle to the extent of the negligence or other fault on the part of Seattle, its officials, employees, agents, consultants, contractors, representatives or licensees.
12. Renton 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. In the event that any property becomes contaminated as a result of the use of the Easement Area by Renton, its officials, employees, agents, consultants, contractors, representatives, licensees, invitees or visitors, Renton agrees to clean up and remediate damage to such property and to bring it into compliance with the environmental laws. Renton agrees to indemnify, release and hold harmless the Seattle 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 Renton, its officials, employees, agents, consultants, contractors, representatives, licensees, invitees or visitors. For purposes of this section 12, "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.

13. 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.

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**EXHIBIT A
ENTIRE PARCEL**

Legal Description

**The Cedar River Pipeline right of way through Section 18, Township 23 North,
Range 5 East of the Willamette Meridian, in King County, Washington.**

Parcel No. 182305-9209

**EXHIBIT B – Page 1 of 2
RIGHT OF WAY LEGAL DESCRIPTION
PARCEL NO. 182305-9208
PERMANENT EASEMENT**

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF PARCEL "A" OF SAID TRACT AND A LINE THAT IS 58.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF RAINIER AVENUE SOUTH;

THENCE SOUTH 03° 57' 35" WEST ALONG SAID PARALLEL LINE, 66.05 FEET TO THE SOUTH LINE OF PARCEL "A" OF SAID TRACT;;

THENCE SOUTH 88° 17' 19" EAST ALONG SAID SOUTH LINE, 76.06 FEET TO THE WEST LINE OF A HIGHWAY EASEMENT DESCRIBED UNDER RECORDING NUMBER 3107915, RECORDS OF KING COUNTY, WASHINGTON;

THENCE NORTH 03° 57' 35" EAST ALONG SAID WEST LINE, 66.05 FEET TO SAID NORTH LINE OF PARCEL "A" OF SAID TRACT;

THENCE NORTH 88° 17' 19" WEST ALONG SAID NORTH LINE, 76.50 FEET TO THE POINT OF BEGINNING

CONTAINING 5,020 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

BEGINNING AT THE INTERSECTION OF SAID SOUTH LINE OF PARCEL "A" OF SAID TRACT AND THE EAST MARGIN OF RAINIER AVENUE SOUTH;

THENCE SOUTH 88° 17' 19" EAST ALONG SAID SOUTH LINE, 23.02 FEET;

THENCE NORTH 03° 57' 35" EAST, 6.91 FEET;

THENCE NORTHERLY, NORTHEASTERLY, AND EASTERLY ON A CURVE TO THE RIGHT WHOSE CENTER BEARS SOUTH 86° 02' 25" EAST, 41.50 FEET, AN ARC DISTANCE OF 63.56 FEET;

THENCE SOUTH 88° 17' 19" EAST, 13.30 FEET;

THENCE NORTH 01° 42' 41" EAST, 19.22 FEET TO SAID NORTH LINE OF PARCEL "A" OF SAID TRACT;

THENCE NORTH 88° 17' 19" WEST ALONG SAID NORTH LINE, 75.46 FEET TO THE EAST LINE OF A HIGHWAY EASEMENT DESCRIBED UNDER RECORDING NUMBER 3107915, RECORDS OF KING COUNTY, WASHINGTON;

THENCE SOUTH 03° 57' 35" WEST ALONG SAID EAST LINE, 66.05 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 2,872 SQUARE FEET, MORE OR LESS.

TOTAL PERMANENT EASEMENT AREA CONTAINING 7,892 SQUARE FEET, MORE OR LESS.

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Page 1 of 2
KPG
TACOMA SEATTLE

Parcel No. 182305-9208

EXHIBIT "B" – Page 2
RIGHT OF WAY LEGAL DESCRIPTION
PARCEL NO. 182305-9208
PERMANENT EASEMENT

TRACT:
(PER PACIFIC NORTHWEST TITLE COMPANY ORDER NO. 655446. DATED APRIL 27, 2010)

PARCEL A:

THAT PORTION OF THE CITY OF SEATTLE CEDAR RIVER PIPELINE RIGHT-OF-WAY LYING WITHIN SECTION 18, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, CONDEMNED PURSUANT TO DECREE ENTERED IN SUPERIOR COURT CAUSE NUMBER 25333, AS AMENDED BY DEEDS RECORDED UNDER RECORDING NUMBERS 308597 AND 308649 AND ORDINANCE 11127 OF THE CITY OF SEATTLE;

EXCEPT THAT PORTION LYING WITHIN MOTOR LINE ADDITION TO RENTON, WASH., ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 50;

AND EXCEPT THAT PORTION, IF ANY, LYING WITHIN BURNETT AVENUE SOUTH AND SOUTH THIRD STREET;

AND EXCEPT THAT PORTION OF THE HENRY H. TOBIN DONATION LAND CLAIM, LYING BETWEEN THE FOLLOWING DESCRIBED LINES 1 AND 2:

LINE 1:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, BLOCK 1, MOTOR LINE ADDITION TO RENTON, WASH., ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 50;
THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2, BLOCK 1, AND SAID LINE EXTENDED, TO THE SOUTHEAST CORNER OF LOT 18, BLOCK 2 OF SAID ADDITION AND THE TERMINUS OF LINE DESCRIPTION.

LINE 2:
BEGINNING AT A POINT 430.78 FEET SOUTH AND 228.58 FEET WEST OF THE QUARTER SECTION CORNER BETWEEN SECTIONS 17 AND 18, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;
THENCE NORTH 0°03.25' EAST 18.74 FEET TO THE TRUE POINT OF BEGINNING OF LINE DESCRIPTION;
THENCE NORTH 78°01.5' WEST 426.31 FEET TO A POINT ON THE WEST LINE OF MOTOR LINE ADDITION TO RENTON, WASH., ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 50, AND THE TERMINUS OF LINE DESCRIPTION.

PARCEL B:

LOTS 2 THROUGH 7, INCLUSIVE, BLOCK 1, CROSBY HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20, PAGE 34, IN KING COUNTY, WASHINGTON.



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KPG
TACOMA SEATTLE

Parcel No. 182305-9208

