



SEATTLE CITY COUNCIL

Legislative Summary

CB 119591

Record No.: CB 119591

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125907

In Control: City Clerk

File Created: 06/13/2019

Final Action: 09/06/2019

Title: AN ORDINANCE relating to the City Light Department; declaring certain real property rights surplus to the needs of the City Light Department and authorizing the sale of a portion of the property to Snohomish County for road purposes; reserving an easement for electric transmission line purposes; and accepting the payment of fair market value for the property rights sold.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Mosqueda

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att 1 – Quit Claim Deed, Att 1 Ex A – Legal Description, Att 1 Ex B – Map of 35th Ave Sale Area Snohomish County, Washington

Drafter: jean.Greagor@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published: Yes No

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	06/18/2019	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	06/18/2019	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
1	Council President's Office	06/20/2019	sent for review	Finance and Neighborhoods Committee			
	Action Text: The Council Bill (CB) was sent for review. to the Finance and Neighborhoods Committee						
1	City Council	07/29/2019	referred	Finance and Neighborhoods Committee			
	Action Text: The Council Bill (CB) was referred. to the Finance and Neighborhoods Committee						

- 1 Finance and Neighborhoods Committee 08/14/2019 pass Pass
Action Text: The Committee recommends that City Council pass the Council Bill (CB).
In Favor: 2 Chair Bagshaw, Mosqueda
Opposed: 0
- 1 City Council 09/03/2019 passed Pass
Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:
Notes: *Councilmember Sawant entered the Council Chamber at 3:40 p.m.*
In Favor: 9 Councilmember Bagshaw, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Juarez, Councilmember Mosqueda, Councilmember O'Brien, Councilmember Pacheco, Councilmember Sawant
Opposed: 0
- 1 City Clerk 09/06/2019 submitted for Mayor
Mayor's signature
- 1 Mayor 09/06/2019 Signed
- 1 Mayor 09/06/2019 returned City Clerk
- 1 City Clerk 09/06/2019 attested by City Clerk
Action Text: The Ordinance (Ord) was attested by City Clerk.
-

CITY OF SEATTLE

ORDINANCE

125907

COUNCIL BILL

119591

AN ORDINANCE relating to the City Light Department; declaring certain real property rights surplus to the needs of the City Light Department and authorizing the sale of a portion of the property to Snohomish County for road purposes; reserving an easement for electric transmission line purposes; and accepting the payment of fair market value for the property rights sold.

WHEREAS, the City Light Department (“City Light”) owns certain real property in Snohomish County, Washington, at the intersection of 35th Avenue Southeast and 164th Street Southeast that is a portion of City Light’s electric transmission corridor immediately south of the Bothell Substation; and

WHEREAS, Snohomish County must widen 35th Avenue Southeast to accommodate its increased growth and traffic counts; and desires to purchase small portions of City Light’s fee-owned property on each side of 35th Avenue Southeast (the “City Light Property”) for road widening purposes at fair market value of \$41,000; and

WHEREAS, fee-ownership of the City Light Property is not necessary for the continuing operation and maintenance of City Light’s electric transmission lines, and City Light will reserve an easement for all aerial rights above, over, and across the City Light Property to ensure continuing access to City Light’s electric transmission lines and facilities for purposes of construction, operation, maintenance, repair, improvement, and replacement;

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 portions of fee-owned property on each side of 35th Avenue Southeast (the “City Light

1 Property”) are no longer needed for The City of Seattle’s utility purposes and are declared
2 surplus to City needs.

3 Section 2. The General Manager and Chief Executive Officer of the City Light
4 Department, or the General Manager and Chief Executive Officer’s designee, is authorized to
5 sell and convey the City Light Property to Snohomish County for road widening purposes, by
6 executing a Quit Claim Deed substantially in the form as attached hereto as Attachment 1, with a
7 reservation of a permanent easement by City Light for access to its electric transmission lines and
8 facilities, over, above, across, and through the City Light Property, and to record said Quit Claim
9 Deed with the Snohomish County Auditor’s Office.

10 Section 3. The General Manager and Chief Executive Officer of City Light is hereby
11 authorized to execute all documents necessary or desirable to accomplish the sale of the City
12 Light Property authorized in Section 1 of this ordinance.

13 Section 4. The General Manager and Chief Executive Officer of the City Light
14 Department, or the General Manager and Chief Executive Officer’s designee, is authorized to
15 accept payment of \$41,000 for the sale of the City Light Property and deposit the payment into
16 the Light Fund.

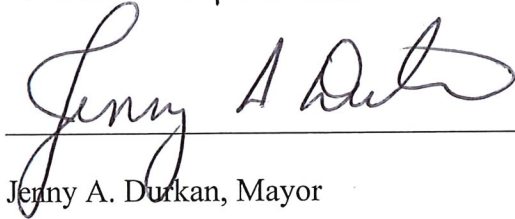
1 Section 5. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 3rd day of September, 2019,
5 and signed by me in open session in authentication of its passage this 3rd day of
6 September, 2019.

7 

8 President _____ of the City Council

9 Approved by me this 6th day of September, 2019.

10 
11 Jenny A. Durkan, Mayor

12 Filed by me this 6th day of September, 2019.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)

16 Attachments:

17 Attachment 1 - Quit Claim Deed

18 Exhibit A - Legal Description

19 Exhibit B - Map of 35th Ave Sale Area Snohomish County, Washington

After recording, return to:
Snohomish County Public Works
3000 Rockefeller Ave. M/S 607
Everett, WA 98201-4046

QUIT CLAIM DEED

Grantor: The City of Seattle
Grantee: Snohomish County
Short Legal: Ptn. SE-SE 5-27N-5E
Tax Parcel #: 270505-004-041-00 & 270505-004-042-00

The Grantor, The City of Seattle, a Washington municipal corporation, hereby conveys and quitclaims to Snohomish County, a political subdivision of the State of Washington, as Grantee, all of Grantor’s right, title and interest in the following described real property located in King County, Washington:

SEE EXHIBITS A AND B, ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

Subject to the following reservation by Grantor:

Grantor reserves an aerial easement above, over, across, and through the real property herein conveyed and quitclaimed for the purposes of access to, and the construction, maintenance, operation, alteration, replacement, enhancement, and improvement of, Grantor’s electric transmission lines.

Subject to all existing easements, covenants, restrictions, conditions, reservations, exceptions and agreements. The City of Seattle makes no warranties of any kind as to the title or condition of said real property.

SUBJECT ALSO TO THIS COVENANT REGARDING ENVIRONMENTAL CONDITIONS:

The real property (“Property”) described herein is conveyed AS-IS, WHERE-IS, WITH-ALL-FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO ITS CONDITION, ENVIRONMENTAL OR OTHERWISE, OR ITS SUITABILITY OR SUFFICIENCY FOR THE GRANTEE’S INTENDED USES AND PURPOSES. Grantee acknowledges that adverse physical, economic or other conditions (including without limitation, adverse environmental soils and ground-water conditions), either latent or patent, may exist on the Property and Grantee expressly assumes Grantor’s responsibility for all environmental conditions of the Property, known or unknown, including but not limited to responsibility, if any, for investigation, removal or remediation actions relating to the presence, release or threatened release of any Hazardous Substance or other environmental contamination relating to the Property. Grantee also releases and shall indemnify,

defend, and hold Grantor and its past, present and future officials, employees, and agents, harmless from and against any and all claims, demands, penalties, fees, damages, losses, expenses (including but not limited to regulatory agencies, attorneys, contractors and consultants' fees and costs), and liabilities arising out of, or in any way connected with, the condition of the Property including but not limited to any alleged or actual past, present or future presence, release or threatened release of any Hazardous Substance in, on, under or emanating from the Property, or any portion thereof or improvement thereon, from any cause whatsoever; it being intended that Grantee shall so indemnify Grantor and such personnel without regard to any fault or responsibility of Grantor or Grantee. The obligation to complete all environmental investigation, removal or remediation of the Property and the acknowledgement, release and indemnification touch and concern the Property, restrict the use of the Property, constitute an assessment against the Property and are intended to run with the land and bind Grantee and Grantee's heirs, successors and assigns, and inure to the benefit of Grantor and its successors and assigns.

For purposes of this COVENANT, the term "Hazardous Substance" shall mean any substance or material that is now or hereafter becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to environmental protection, contamination or cleanup, including but not limited to the Washington State Model Toxics Control Act; Washington Industrial Safety and Health Act; Washington Worker and Community Right to Know Act; Washington Water Pollution Control Act; Washington Oil and Hazardous Substance Spill Prevention and Response Act; Federal Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") the Superfund Amendment and Reauthorization Act ("SARA"); Toxics Control Act ("TSCA"); Hazardous Materials Transportation Act; Clean Water Act; Clean Air Act, along with all regulations promulgated under any such authority and any and all other federal, state, regional or local statutes, regulations, rules, ordinances, orders or agency directives, permits, licenses and authorizations that apply to any hazardous substance, human health and safety, and protection of the environment. The term "Hazardous Substance" specifically includes, but is not limited to, petroleum products and compounds containing them; flammable materials; radioactive materials; polychlorinated biphenyls ("PCBs") and compounds containing them; asbestos or asbestos-containing materials in any friable form; or underground or above-ground storage tanks.

Grantee's release shall include both claims by Grantee against Grantor and cross-claims against Grantor by Grantee based upon claims made against Grantee by any and all third parties. The obligation to indemnify and defend shall include, but not be limited to, any liability of Grantor to any and all federal, state or local regulatory agencies or other persons or entities for remedial action costs and natural resources damages claims. The obligation to complete all environmental investigation, removal or remediation of the Property and the acknowledgement, release and indemnification touch and concern the Property, restrict the use of the Property, constitute an assessment against the Property and are intended to run with the land and bind Grantee and Grantee's heirs, successors and assigns, and inure to the benefit of Grantor and its successors and assigns. This release means that Grantee accepts the Property "as-is, where-is and with-all-faults," and that Grantee assumes all responsibility of Grantor to investigate, remove and remediate any environmental conditions on the Property and has no recourse against Grantor or any of its officers, employees or agents for any claim or liability with respect to the Property.

Grantor retains all rights, claims, causes of action and defenses it has or may have related to Hazardous Substances, and Grantor retains the right to defend itself and seek from Grantee recovery of any damages, liabilities, settlement awards and defense costs and expenses incurred by Grantor if Grantee does not accept unconditionally Grantor's tender to Grantee of the duty to investigate, remove and/or

remediate environmental conditions on the Property and/or defend and indemnify Grantor against any such claim, suit, demand, penalty, fee, damages, losses, cost or expense. This Covenant shall apply regardless of whether or not Grantee is culpable, negligent or in violation of any law, ordinance, rule or regulation. This Covenant is not intended, nor shall it, release, discharge or affect any rights or causes of action that Grantor or Grantee may have against any other person or entity, except as otherwise expressly stated herein, and each of the parties reserves all such rights including, but not limited to, claims for contribution or cost recovery relating to any Hazardous Substance in, on, under or emanating from the Property.

Dated this _____ day of _____, 20_____.

GRANTOR:

THE CITY OF SEATTLE

By: _____

Printed Name: _____

Title: _____

Date: _____

ACCEPTANCE BY GRANTEE

I, _____, a duly authorized representative of SNOHOMISH COUNTY, certify that the interest in real property conveyed to SNOHOMISH COUNTY by this Quit Claim Deed as of the date first above written, is hereby accepted together with all the terms, conditions, covenants, and reservations herein binding upon SNOHOMISH COUNTY.

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2019, before me, personally appeared _____, to me known to be the _____ of _____, the corporation that executed the foregoing agreement, and acknowledged the same to be the free and voluntary act and deed of _____ for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said agreement on behalf of _____.

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

(Notary Seal)

(Signature)

(Printed or typed name of Notary Public)
Notary Public in and for the State of Washington,
Residing at _____
My appointment expires _____

EXHIBIT A

Legal Description

Parcel A:

All that portion of the Southeast Quarter of the Southeast Quarter of Section 5, Township 27 North, Range 5 East, W.M., lying Southeasterly of the Northwesterly marginal boundary line of the 300 foot easement acquired by the City of Seattle for the Skagit Electrical Transmission System right of way and lying Easterly of Snohomish County road known as 35th Avenue Southeast described as follows:

Commencing at the southeast corner of Section 5, Township 27 North, Range 5 East, W.M.; Thence N85°27'46"W along the south line of said Section 5, a distance of 306.58 feet to the easterly margin of 35th Ave SE; and the **True Point of Beginning (A)**;
Thence N19°58'39"W, a distance of 167.19 feet to the north line of the above described parcel;
Thence N38°29'40"E, along said north line a distance of 43.41 feet;
Thence S19°58'39"E, a distance of 206.76 feet to the south line of the above described parcel;
Thence N85°27'46"W, along said south line, a distance of 40.67 feet to the **True Point of Beginning (A)** hereinafter also referred to as **Point A**;

Containing an area of 6,918 square feet, more or less.

Parcel B:

All that portion of the South Half of the South Half of the Southeast Quarter of the Southeast Quarter of Section 5, Township 27 North, Range 5 East, W.M., lying Southeasterly of the Northeastly marginal boundary line of the 300 foot easement acquired by the City of Seattle for the Skagit Electrical Transmission System right of way and lying Westerly of Snohomish County road known as 35th Avenue Southeast described as follows:

Commencing at said **Point A**;
Thence N85°27'46"W along the south line of said Section 5, a distance of 65.94 feet to the westerly margin of said 35th Ave SE; and the **True Point of Beginning (B)**;

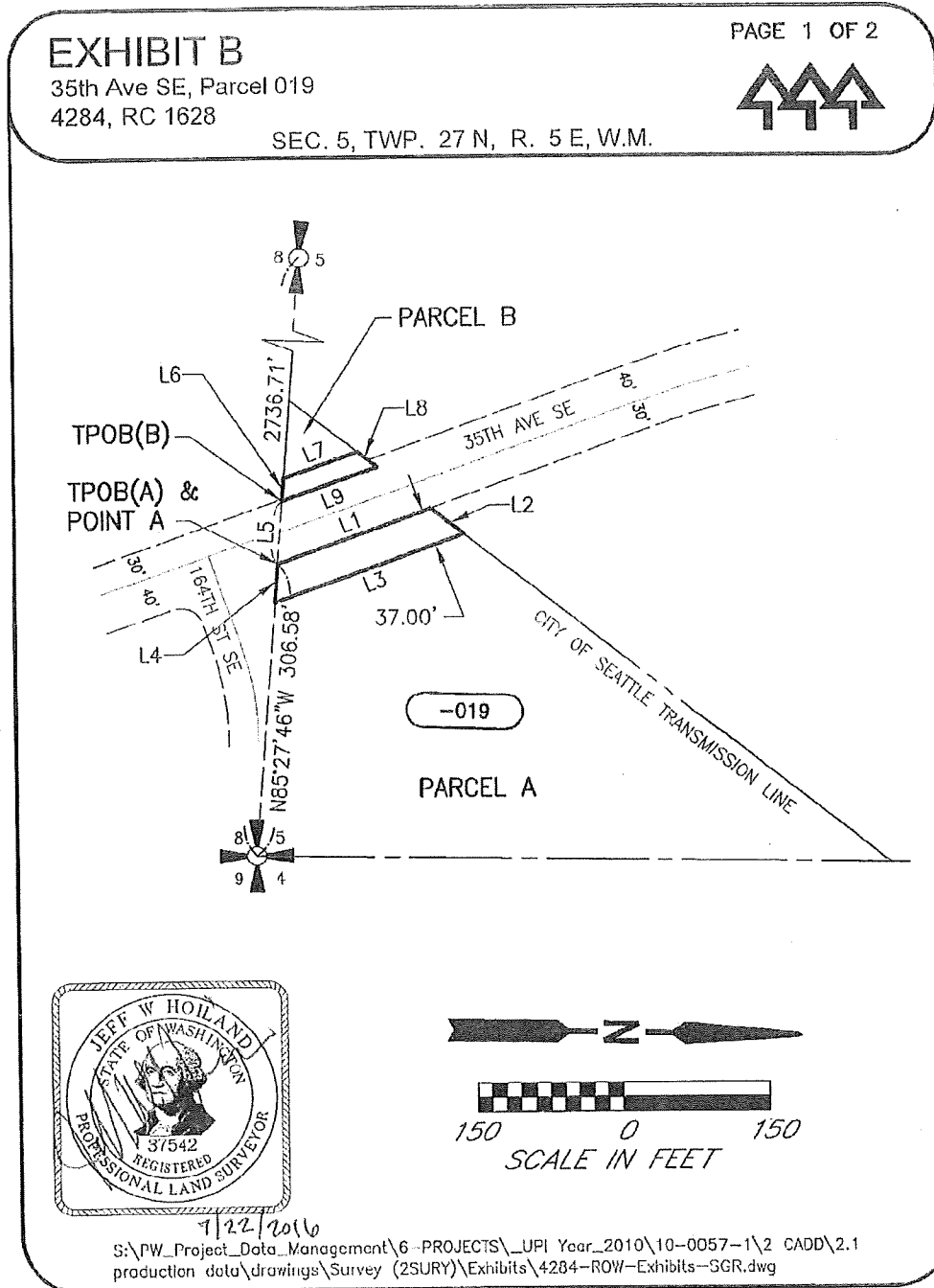
Thence N85°27'46"W, along said south line, a distance of 23.95 feet;
Thence N19°58'39"W, a distance of 79.71 feet to the north line of the above described parcel;
Thence N38°29'40"E, a distance of 25.57 feet to the north corner of the above described parcel;
Thence S19°58'39"E, along the east line of said parcel, a distance of 103.02 feet, more or less, to the **True Point of Beginning (B)**;

Containing an area of 1,991 square feet, more or less.

All situate in the County of Snohomish, State of Washington.

EXHIBIT B

Map of 35th Ave Sale Area
Snohomish County, Washington



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