

**CITY OF SEATTLE**  
**ORDINANCE 126333**  
**COUNCIL BILL 120062**

AN ORDINANCE relating to the Madison Bus Rapid Transit (BRT) - RapidRide G Line project; authorizing the Director of the Seattle Department of Transportation (SDOT) to acquire, accept, and record, on behalf of The City of Seattle, a signal pole and trolley wire easement from Seattle University, a Washington non-profit corporation, situated in a portion of Lots 1 through 6, Mile's Addition to the City of Seattle, together with a portion of vacated East Spring Street, vacated 11th Avenue, and vacated Madison Court, and an easement for public sidewalk from Casita Grande LLC, a Washington limited liability company, situated in a portion of Block 6, Addition to the City of Seattle, as laid off by D.T. Denny, Guardian of the Estate of J.H. Nagle (Commonly known as Nagle's Addition to the City of Seattle); designating the easements for transportation purposes, placing the easements under the jurisdiction of SDOT; and ratifying and confirming certain prior acts.

WHEREAS, the Madison Bus Rapid Transit (BRT) - RapidRide G Line project (the "Project") is identified as a priority project in The City of Seattle's (the "City") 2012 Transit Master Plan and the Seattle Department of Transportation's 2015 Move Seattle 10-Year Strategic Vision for Transportation; and

WHEREAS, to that end, the Project is one of seven multimodal projects created and implemented in partnership between the City and King County Metro to re-channelize lanes, improve signal operations, and add transit stations to create a bus rapid transit service along the Madison Street corridor; and

WHEREAS, once the Project is completed, King County Metro will operate bus service along the Madison Street corridor from 1st Avenue in downtown Seattle's Central Business District to Martin Luther King Jr. Way in Madison Valley as the Madison BRT - RapidRide G Line route (the "G Line"); and

WHEREAS, the G Line will serve densely developed neighborhoods in downtown Seattle, the Waterfront, First Hill, Capitol Hill, the Central Area, and Madison Valley by providing a

1 vital link in the region’s high-capacity transit network and connecting dozens of King  
2 County Metro bus routes such as Route 48 along 23rd Avenue, including numerous  
3 regional transit opportunities, the 3rd Avenue Transit Spine, the University Street Link  
4 Light Rail Station, the Seattle Streetcar system, and ferry service at the Colman Dock  
5 Ferry Terminal via the Marion Street Pedestrian Bridge; and

6 WHEREAS, the Project consists of high-capacity transit and multimodal improvements along  
7 the G Line and on Spring Street between 1st Avenue and 9th Avenue; and

8 WHEREAS, the Project will deliver pedestrian and bike improvements for access and safety,  
9 including new and/or improved Americans with Disabilities Act–compliant ramps, signal  
10 and infrastructure upgrades, re-pavement, new public art, and landscaping; and

11 WHEREAS, the Seattle Department of Transportation is coordinating the Project design with  
12 Seattle Public Utilities (SPU) and Seattle City Light (SCL) to enhance streetlights; fiber  
13 communications; power, water, and sewer infrastructure; and drainage improvements;  
14 and

15 WHEREAS, more specifically, SCL will fund the streetlight improvements in the First Hill  
16 neighborhood and SPU will replace a water main and repair/replace drainage and  
17 wastewater structures and pipes; and

18 WHEREAS, the Project will improve transit capacity, frequency, travel time, reliability,  
19 connectivity, and comfort, and provide safe public transportation for historically  
20 underserved neighborhoods between the Central District and the Seattle Waterfront; and

21 WHEREAS, the easements granted to the City are necessary to complete and maintain the  
22 Project; NOW, THEREFORE,

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

2           Section 1. The Signal Pole and Trolley Wire Easement, dated July 7, 2020, granted by  
3 Seattle University, a Washington non-profit corporation, recorded under King County Recording  
4 Number 20200722001585 and attached as Attachment 1 to this ordinance, granting to The City  
5 of Seattle (the “City”) an easement for constructing, repairing, replacing, and maintaining two  
6 traffic signal poles and related equipment, and for attaching and maintaining support wires for  
7 the trolley bus wires attached to said traffic signal poles, over, under, upon, and across property  
8 legally described and depicted in Exhibits A and B of Attachment 1 to this ordinance, is  
9 accepted.

10           Section 2. The Easement for Public Sidewalk, dated November 3, 2020, granted by  
11 Casita Grande LLC, a Washington limited liability company, recorded under King County  
12 Recording Number 20201117003206 and attached as Attachment 2 to this ordinance, granting to  
13 the City an easement for public sidewalk, over, under, upon, and across property legally  
14 described and depicted in Exhibits A and B of Attachment 2 to this ordinance, is accepted.

15           Section 3. The easements accepted in Sections 1 and 2 of this ordinance are designated  
16 for transportation purposes and placed under the jurisdiction of the Seattle Department of  
17 Transportation.

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

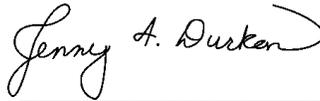
1 Section 5. This ordinance shall take effect and be in force 30 days after its approval by  
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 10th day of May, 2021,  
5 and signed by me in open session in authentication of its passage this 10th day of  
6 May, 2021.

7 

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

9  Approved /  returned unsigned /  vetoed this 13th day of May, 2021.

10 

11 Jenny A. Durkan, Mayor

12 Filed by me this 13th day of May, 2021.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)

16 Attachments:

17 Attachment 1 - Recorded Signal Pole and Trolley Wire Easement granted by Seattle University

18 Attachment 2 - Recorded Easement for Public Sidewalk granted by Casita Grande LLC

Record Date:7/22/2020 2:39 PM

Electronically Recorded King County, WA EXCISE TAX NOT REQUIRED BY NATALYA TAYKO, DEPUTY

After recording return document to:

City of Seattle  
Department of Transportation  
700 5th Avenue – Suite 3800  
P.O. Box 34996  
Seattle, WA 98124-4996  
Attn: Michelle Talbot

*Document Title: Signal Pole and Trolley Wire Easement*

*Reference Number of Related Document: N/A*

*Grantor(s): Seattle University*

*Grantee: City of Seattle*

*Abbreviated Legal Description: Ptn of Lots 1 thru 6, Miles Addition, Vol. 2, PP 6, in the SW ¼ of NE ¼ of Sec. 32, T25N, R4E, W.M., King County, Washington*

*Additional Legal Description on Exhibit A Pages 5 and 6 of Document.*

*Assessor's Tax Parcel Number(s): 552560-0010*

## SIGNAL POLE AND TROLLEY WIRE EASEMENT

Project: Madison Street Bus Rapid Transit

The Grantor, **SEATTLE UNIVERSITY**, a Washington non-profit corporation ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other valuable consideration, conveys and warrants to the **CITY OF SEATTLE**, a municipal corporation of the State of Washington ("Grantee"), an Easement for constructing, repairing, replacing, and maintaining two (2) traffic signal poles and related equipment, and for attaching and maintaining support wires for the trolley bus wires attached to said traffic signal poles (the "Equipment"), over, under, upon and across the lands described in Exhibit A, situated in King County, State of Washington (collectively, the "Easement" and the lands described and depicted on Exhibit A attached hereto, the "Easement Area"), to the same extent and purpose as if the rights granted had been acquired under Eminent Domain statutes of the State of Washington, subject to the following terms and conditions:

(a) The Equipment shall be installed in substantially the same location as depicted on Exhibit B attached hereto. Grantee may not relocate the Equipment (or any portion thereof) to another location within the Easement Area without Grantor's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed so long as the Equipment does not impede or otherwise obstruct access to and from Grantor's property in Grantor's commercially reasonable discretion.

**SIGNAL POLE AND TROLLEY WIRE EASEMENT**

(b) Grantee, at its sole cost and expense, shall maintain and repair the Equipment from time to time (i) as Grantee deems reasonably necessary or appropriate, or (ii) as Grantor deems reasonably necessary, with Grantee commencing such maintenance or repairs promptly after receipt of written notice from Grantor that such repairs are needed. Grantee shall notify Grantor prior to the commencement of any maintenance or repair work that will impair the flow of pedestrian traffic through the Easement Area.

(c) Grantee shall at all times in connection with the operation, repair and maintenance of the Equipment, keep the Easement Area in an orderly, clean and safe condition and promptly repair or restore, at Grantee's sole cost and expense, any damage (including without limitation damage to landscaping, paving or other improvements) caused to the Easement Area by Grantee or Grantee's contractors, agents or licensees. In no event shall Grantee install or otherwise operate any Equipment within the Easement Area that would impede or otherwise obstruct ingress and egress to and from Grantor's property. All maintenance and repair work conducted hereunder shall be performed by licensed contractors in a workmanlike manner in compliance with all applicable laws, rules, regulations and ordinances, and shall be completed with diligence and in a manner that minimizes disruption to Grantor's property.

(d) To the extent permitted by law, Grantee, its successors and assigns, agrees to indemnify and hold Grantor harmless from any and all injury, loss, damage or liability (or any claims with respect to the foregoing), costs or expenses (including without limitation reasonable attorneys' fees) related to Grantee's use of the Easement Area, except to the extent such injury, loss, damage or liability is caused by the negligence or willful misconduct of the Grantor.

(e) Grantor hereby reserves for itself, its successors and assigns, and its agents, representatives, employees, contractors, licensees, tenants and invitees, the right to use the Easement Area for any purpose not inconsistent with the rights herein granted.

*[signature pages and notary acknowledgments follow]*





**SIGNAL POLE AND TROLLEY WIRE EASEMENT**

**EXHIBIT A  
SIGNAL POLE AND TROLLEY WIRE EASEMENT  
FROM PARCEL NO. 5525600010**

An easement for signal pole and trolley wire purposes across a portion of the below described PARCEL A, situate in the South Half of the Northeast Quarter of Section 32, Township 25 North, Range 4 East, W.M., more particularly described as follows:

Beginning at the northwest corner of said PARCEL A, said point also being on the southerly margin of East Madison St; thence along said southerly margin and the northerly line of said PARCEL A North 59°26'50" East, 62.87 feet to the TRUE POINT OF BEGINNING; thence leaving said northerly line South 30°33'10" East, 10.00 feet; thence North 59°32'44" East, 84.35 feet; thence North 0°56'48" East, 11.77 feet to a point on the northerly line of PARCEL A; thence along said northerly line South 59°26'42" West, 19.86 feet; thence continuing along said northerly line South 59°32'44" West, 64.66 feet; thence continuing along said northerly line South 59°26'50" West, 5.97 feet to the TRUE POINT OF BEGINNING, containing 875 square feet, more or less.

**PARCEL A**

Lots 1 through 6, Miles Addition, according to the plat recorded in Volume 2 of Plats, Page 6, in King County, Washington;

Together with vacated portion of E. Spring Street in City of Seattle Ordinance No. 85398; also

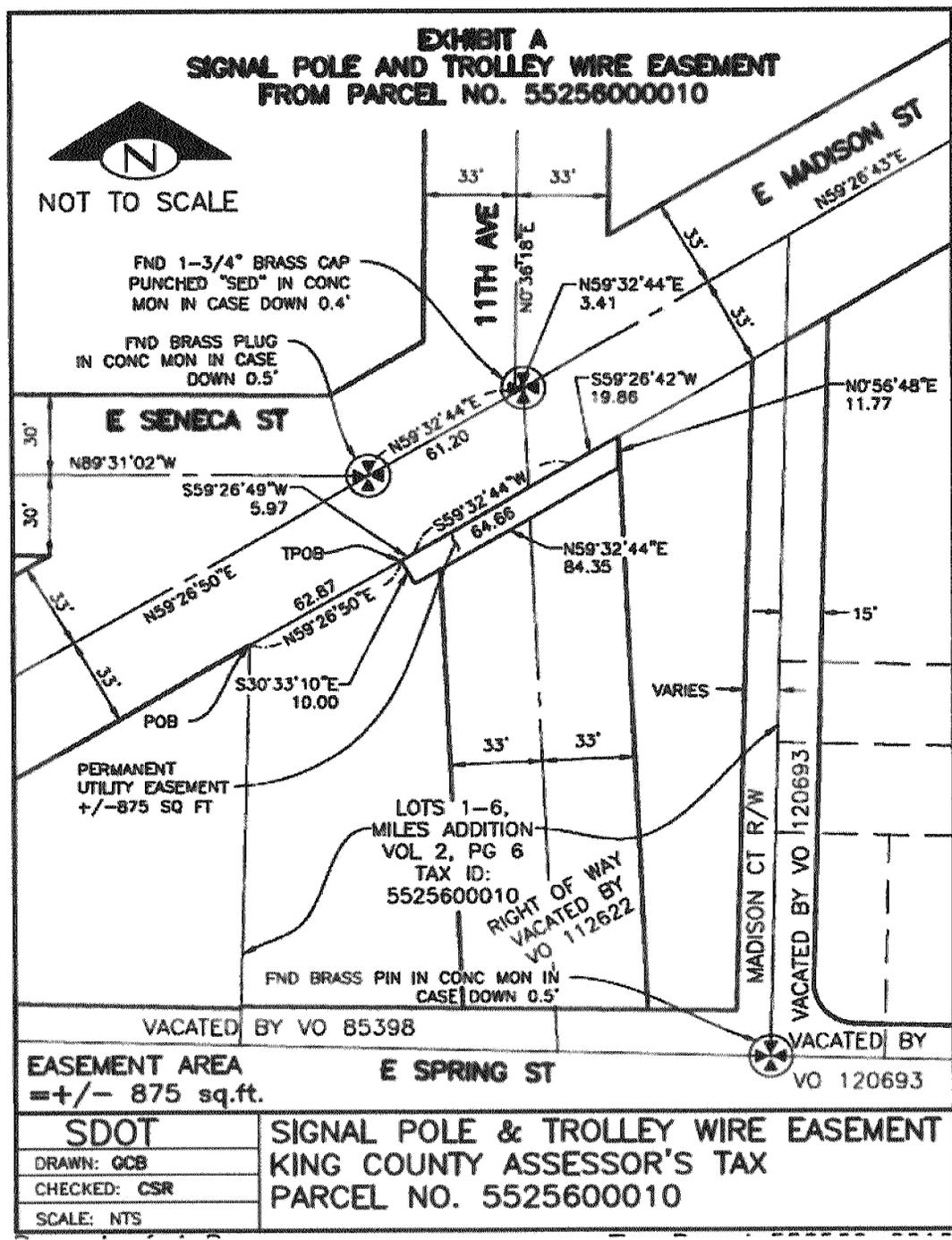
Together with vacated portion of E. Spring Street and 11<sup>th</sup> Avenue in City of Seattle Ordinance No. 112622; also

Together with vacated portion of E. Spring Street and Madison Court in City of Seattle Ordinance No. 120693.

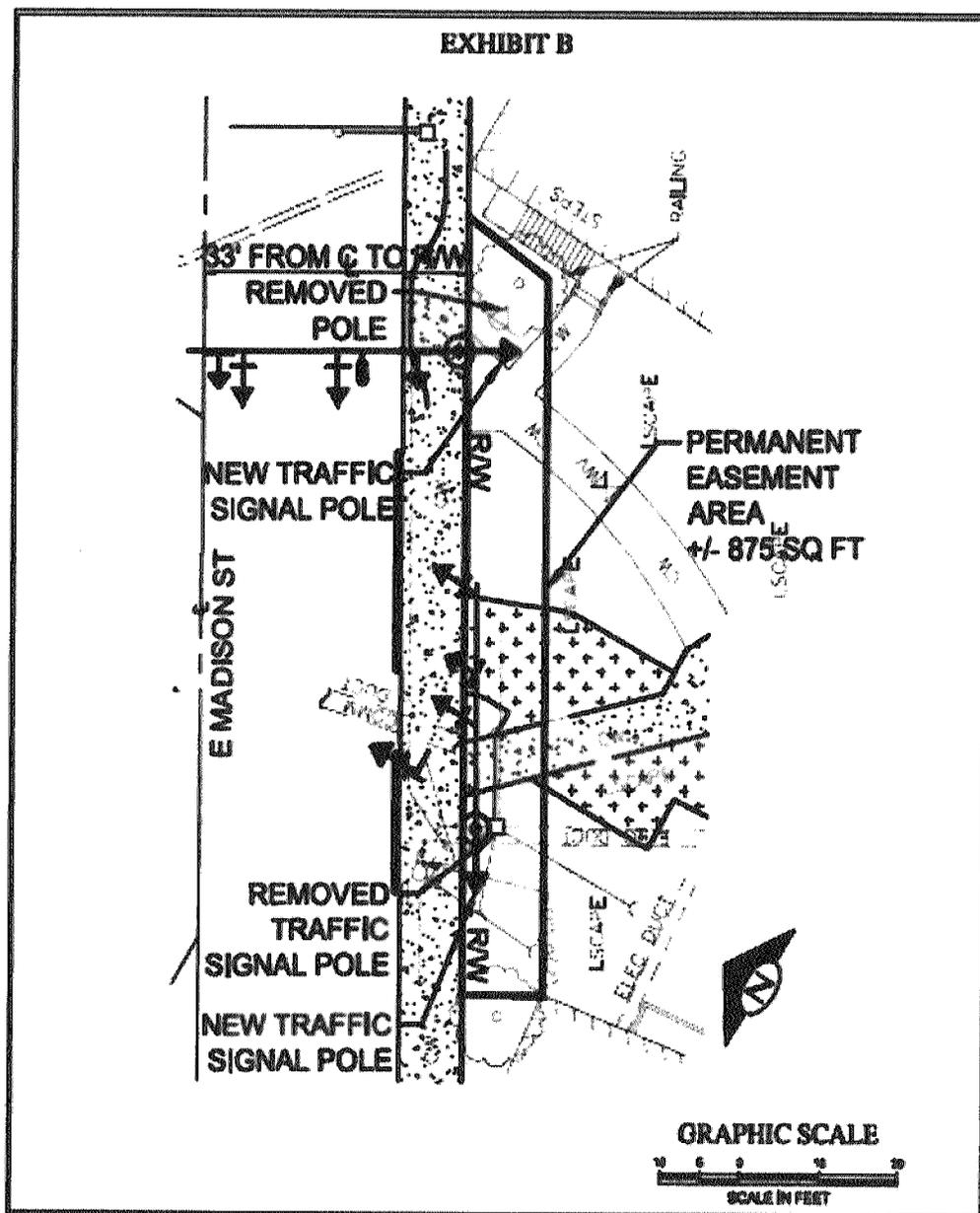
Basis of Bearing: Washington State Plane Coordinate System, North Zone, NAD83-2011, EPOCH 2010.00, Derived from the WSRN and NGS-CORS.



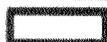
**SIGNAL POLE AND TROLLEY WIRE EASEMENT**  
**EXHIBIT A (Continued)**



### SIGNAL POLE AND TROLLEY WIRE EASEMENT



**LEGEND:**

 Easement Perimeter

After recording return document to:

City of Seattle  
Department of Transportation  
700 5<sup>th</sup> Avenue – Suite 3800  
P.O. Box 34996  
Seattle, WA 98124-4996  
Attn: Michelle Talbot

*Document Title: Easement for Public Sidewalk*

*Reference Number of Related Document: N/A*

*Grantor(s): Casita Grande LLC*

*Grantee: City of Seattle*

*Abbreviated Legal Description: Ptn of Lot 12, Blk 6, Nagels Add Less St., Vol 1, PP 153, King County, Washington*

*Additional Legal Description on Exhibits A and B Page 6 and 7 of Document*

*Assessor's Tax Parcel Number(s): 600300-0095*

### **EASEMENT FOR PUBLIC SIDEWALK**

Project: Madison Street Bus Rapid Transit

The Grantor, **CASITA GRANDE LLC**, a Washington limited liability company, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other valuable consideration, hereby conveys and warrants to the **CITY OF SEATTLE**, a municipal corporation of the State of Washington, an Easement for public sidewalk over, under, upon and across the hereinafter described lands, situated in King County, State of Washington, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statutes of the State of Washington.

## **EASEMENT**

The conveyance of this Easement for public sidewalk shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantee shall be responsible for maintenance of the surface. The Grantor shall be responsible for the supporting structure of the area of said easement.

This Agreement and each of the terms, provisions, conditions and covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

See Exhibits A and B attached hereto and made a part hereof.







**EASEMENT**

**EXHIBIT A**

**LEGAL DESCRIPTION - SIDEWALK EASEMENT**

AN EASEMENT FOR SIDEWALK PURPOSES OVER THE NORTHWESTERLY 6.00 FEET OF THAT PORTION OF LOT 12, BLOCK 6, ADDITION TO THE CITY OF SEATTLE, AS LAID OFF BY D. T. DENNY, GUARDIAN OF THE ESTATE OF J. H. NAGLE (COMMONLY KNOWN AS NAGLE'S ADDITION TO THE CITY OF SEATTLE), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE(S) 153, IN KING COUNTY, WASHINGTON;

BEING A TRIANGULAR PORTION OF LAND, BOUNDED ON THE NORTHWEST BY EAST MADISON STREET, ACCORDING TO CITY OF SEATTLE ORDINANCE NO. 276, ON THE EAST BY THIRTEENTH AVENUE, AND ON THE SOUTH BY EAST UNION STREET.

SAID EASEMENT SHALL LIE BETWEEN TWO PLANES WITH ELEVATIONS DESCRIBED AS FOLLOWS:

315.7 AND 327.7 AT THE WESTERLY CORNER THEREOF;  
316.5 AND 328.5 AT THE SOUTHWESTERLY CORNER THEREOF;  
321.9 AND 333.9 AT THE NORTHERLY CORNER THEREOF; AND  
322.0 AND 334.0 AT THE SOUTHEASTERLY CORNER THEREOF;

SAID ELEVATIONS ARE EXPRESSED IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND THE PLANES ARE INTENDED TO BE 1.00 FOOT BELOW AND 11.00 FEET ABOVE THE FINISH GRADE OF THE SIDEWALK, AND ARE BASED UPON CITY OF SEATTLE BENCHMARK NO. SNV-2501, BEING A BRASS DISK, 1 FOOT NORTH AND 1 FOOT WEST OF THE INTERSECTION OF BACK OF CONCRETE WALK AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST MADISON STREET WITH TWELFTH AVENUE AND HAVING AN ELEVATION OF 306.915 FEET;

SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON

CONTAINING: 668 SQUARE FEET, MORE OR LESS

EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.



EASEMENT

EXHIBIT B

