

CITY OF SEATTLE
ORDINANCE 126742
COUNCIL BILL 120430

AN ORDINANCE relating to the City Light Department; authorizing the General Manager and Chief Executive Officer to convey an easement to the City of Shoreline; and accepting the payment of fair market value for the easement.

WHEREAS, the City Light Department of The City of Seattle (“City Light”) operates a public power system for The City of Seattle and surrounding communities, including a transmission corridor through the City of Shoreline (“Shoreline”); and

WHEREAS, City Light owns fee title as part of its electric transmission corridor through Shoreline, which is a portion of City Light’s larger electric transmission and distribution corridors; and

WHEREAS, City Light acquired the property from the Puget Sound Power & Light Company on March 5, 1951, for its electric transmission and distribution system over, across, and through certain properties in what is now present-day Shoreline; and

WHEREAS, Shoreline operates and maintains the Interurban Trail through a Memorandum of Agreement with City Light, dated August 9, 2001; and

WHEREAS, Shoreline plans to construct roadway access over and across a portion of the transmission corridor to provide the safe connection of neighboring properties and crossing of the Interurban Trail; and

WHEREAS, the Interurban Trail provides public infrastructure that supports Shoreline’s continued growth and regional connectivity for community members and makes possible an alternative transportation corridor; and

1 WHEREAS, City Light’s interests in the surface of the property are not necessary for continued
2 operation and maintenance of the City Light facilities; and

3 WHEREAS, Shoreline wishes to purchase the necessary rights from City Light and City Light
4 wishes to convey the necessary rights to Shoreline for roadway access while retaining the
5 necessary rights for current and future City Light infrastructure, including but not limited
6 to transmission and distribution lines for operation and maintenance, together with access
7 to its electric transmission and distribution facilities for the sum of \$33,000, which
8 represents the fair market value of the property to be released; NOW, THEREFORE,

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

10 Section 1. This real property transaction is exempt from the provisions of Seattle City
11 Council Resolution 31424 regarding disposition of City Light surplus properties.

12 Section 2. Pursuant to the provisions of Revised Code of Washington (RCW) Section
13 35.94.040, certain portions of the City Light property are no longer needed for The City of
14 Seattle’s utility purposes and are declared surplus to City needs.

15 Section 3. The General Manager and Chief Executive Officer of the City Light
16 Department, or the General Manager and Chief Executive Officer’s designee, is authorized to
17 enter into the necessary agreements with the City of Shoreline (“Shoreline”) for the conveyance
18 of the easement in substantially the form as attached hereto as Attachment 1 to this ordinance
19 (“Easement”).

20 Section 4. The General Manager and Chief Executive Officer of the City Light
21 Department, or the General Manager and Chief Executive Officer’s designee, is authorized to
22 execute the Easement conveying certain portions of the City Light property to Shoreline and

1 reserving the necessary rights for City Light’s electric transmission and distribution lines, and to
2 record the Easement with the King County Recorder.

3 Section 5. 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 accept payment of \$33,000 for the easement and deposit the payment into the City Light Fund.

1 Section 6. 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 January, 2023,
5 and signed by me in open session in authentication of its passage this 3rd day of
6 January, 2023.

7 
8 _____

President _____ of the City Council

9 Approved / returned unsigned / vetoed this 9th day of January, 2023.

10 
11 _____

Bruce A. Harrell, Mayor

12 Filed by me this 9th day of January, 2023.

13 
14 _____

Elizabeth M. Adkisson, Interim City Clerk

15 (Seal)

16
17
18
19 Attachments:
20 Attachment 1 - Roadway Easement

AFTER RECORDING RETURN TO:

City of Shoreline
Attn:
17500 Midvale Avenue N
Shoreline, WA 98133

Document Title: Easement
Reference Number of Related Document:
Grantor(s): City of Seattle
Grantee(s): City of Shoreline
Legal Description: TBD
Additional Legal Description is on Page ____ of document
Assessor's Tax Parcel Number: TBD

ROADWAY EASEMENT

Grantor(s): The City of Seattle
Grantee: City of Shoreline
Abbreviated Legal Description: PTN NW-NW –SEC 18, T-26N, R4E
Assessor's Tax Parcel No(s): 182604-9232
PM No(s): 260418-2-032

THE CITY OF SEATTLE, a Washington municipal corporation, acting by and through its Seattle City Light Department, ("Grantor") is the owner of real property located in the City of Shoreline commonly known as **15500 Aurora Ave N, Seattle, WA, 98133, USA** and more particularly described in the legal description attached as **Exhibit A**, Grantor's Entire Parcel ("Property").

CITY OF SHORELINE, a Washington municipal corporation, ("Grantee") has requested an easement from Grantor to construct street, curb, sidewalk, driveway and landscaping improvements according to the plans titled WESTMINSTER WAY N & N 155TH ST IMPROVEMENTS ("Plans"), which are attached hereto as **Exhibit B** and by this reference made a part hereof.

AGREEMENT

1. **Grant of Easement.** Grantor, for and in consideration of **Thirty-Three Thousand Dollars (\$33,000)** and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, hereby conveys to Grantee, its successors and assigns, a permanent non-exclusive easement ("Easement") within, over, across, through, and upon the portion of the Property, more particularly described in the attached **Exhibit C** and depicted in the attached **Exhibit D** ("Easement Area") for the sole purpose of constructing, operating and maintaining the improvements identified and described on the Plans (altogether the "Improvements"), subject to the terms and conditions contained within this Easement.

2. Grantee's Use of Easement Area. Grantee shall apply for any and all permits necessary for the purpose described above. Grantee shall be responsible for all work performed under such permit(s), and for any and all fees that may accrue during review of Grantee's permit application and after issuance of such permit(s).

Grantee, its successors, employees, contractors and assigns will not construct, install, place or allow any building, structure or other improvement within the Easement Area except those improvements as depicted in the described Plans that have been reviewed and accepted by Grantor. Grantor's acceptance of the Plans has been granted as of the date of this Easement. If, for any reason, the Plans undergo any change prior to or during construction, Grantee shall submit the new plans to Grantor for its review and written approval. No work shall commence until Grantee receives Grantor's written approval.

3. Damage and Restoration. Grantee is responsible for any damages to Grantor from Grantee's use of the Easement Area, as further specific in paragraph 5 below. If the Easement Area is disturbed or damaged by any of Grantee's activities, Grantee shall replace or restore the Easement Area to a condition that is as good as or better than that which existed prior to the use, or as otherwise agreed by Grantor in writing.

4. Grantor's Use of Easement Area. Grantor may use the Easement Area so long as Grantor's use does not interfere with Grantee's described use of the Easement Area. Any other use is subject to written approval by Grantee, which approval shall not be unreasonably withheld.

Grantor reserves the right to locate any electric facilities or other support structures, and any other appurtenances, facilities or equipment in the future pursuant to its ownership of the Property within the Easement Area. Upon request from Grantor, Grantee shall remove any and all above ground structures and materials from the Easement Area that interfere with Grantor's ownership rights.

5. Representations and Indemnifications. Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction. Grantee hereby agrees to indemnify Grantor from and against any and all claims, costs, liabilities, and damages that arise from the exercise of the rights granted in this Easement by Grantee or its employees, agents, contractors, or permittees to the extent such claims, costs, liabilities and damages are caused by an act or omission of Grantee or its employees, agents, contractors, or permittees. To the extent governed by RCW 4.24.115, Grantee's obligations under this indemnity shall not apply to the extent that any such claims, costs, liabilities and damages arise from the negligence of Grantor, or Grantor's employees, agents, contractors, or permittees.

- a) Grantee, its successors in interest, agents, employees, subcontractors and assigns, will assume all risk of loss, damage or injury which may result from its use of the Easement Area. It is understood and agreed that any damage to Grantor's Property, caused by or resulting from the use of the Easement Area by Grantee, its successors in interest, agents, employees, subcontractors and assigns may be repaired by Grantor and the actual cost of such repair shall be charged against and be paid by Grantee or its successors.
- b) Grantee, its successors in interest, agents, employees, subcontractors and assigns, agrees that the Grantor shall not be liable for any damages to Grantee's Improvements by reason of any construction, alterations, or maintenance performed in the Easement Area by Grantor, its agents or representatives.
- c) Grantee, their successors in interest, agents, employees, subcontractors and assigns, agrees to protect and save harmless Grantor from all claims, actions or damages of every kind and description, which may accrue from or be suffered by reason of the use of the Easement Area by Grantee, its successors in interest, agents, employees, subcontractors or assigns, or from the

performance of any work in connection with such use; and in case of any such suit or action being brought against Grantor, or damages arising out of or by reason of any of the above causes, Grantee, its successors in interest, agents, employees, subcontractors and assigns shall, upon notice to Grantee, its successors in interest, agents, employees, subcontractors or assigns of commencement of such action, defend the same at the sole cost and expense of Grantee, its successors in interest, agents, employees, subcontractors or assigns, and will fully satisfy any judgment after the said suit shall have been finally determined, if adversely, to the Grantor.

- d) Grantee, its successors in interest, agents, employees, subcontractors and assigns agrees not to use the Easement Area for any other purpose whatsoever except as set forth above, and further agree that the Grantor, by and through the CEO and General Manager of City Light, shall be the sole judge of any conflict or violation of such use as above stated. The Grantor, by and through the CEO and General Manager of City Light, shall have the right at all times to suspend any or all operations within the Easement Area, not expressly permitted or allowed by this Easement, which are deemed to be detrimental to the best interests of Grantor.

6. Notice. Wherever in this Easement written notices are to be given or made, they will be served, personally delivered, or sent by certified or overnight mail addressed to the parties at the addresses listed below unless a different address has been designated in writing and delivered to the other party.

GRANTOR:
The City of Seattle
Attn: Seattle City Light Real Property Services
700 Fifth Avenue, Suite 3900
Seattle, WA 98124

GRANTEE:
City of Shoreline
17500 Midvale Ave N
Shoreline, WA 98133

7. Binding Effect. This Easement is binding upon the Property and Grantor, and Grantor's respective heirs, successors and assigns. Grantee shall have the right to transfer or assign this Easement to Grantor and its successors and assigns, but Grantee may not assign it to any other entity without Grantor's prior written approval.

8. Recording. Grantee will record this Easement in the real property records of King County, Washington.

Dated and signed on this _____ day of _____, 202____.

Day

Month

Year

Grantee:

City of Shoreline, a Washington municipal corporation

By: _____

Its: _____

STATE OF WASHINGTON

}

} SS.

COUNTY OF KING

}

I certify that I know or have satisfactory evidence that _____
_____ is the person who appeared before me, and said person
acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized
to execute the instrument and acknowledged it as the
_____ of **CITY OF**
SHORELINE to be the free and voluntary act of such party for the uses and purposes
mentioned in this instrument.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name): _____

Residing at: _____

My appointment expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

(PER DEED REC. NO. 3954784, SEPT. 29, 1949)

A STRIP OF LAND 100 FEET WIDE SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 18 WHICH IS ALSO A POINT ON THE CENTER LINE OF PRIMARY STATE HIGHWAY NO. 1, NORTH 115TH STREET TO NORTH 160TH STREET, AS NOW LOCATED AND OF RECORD IN THE OFFICE OF THE DIRECTOR OF HIGHWAYS AT OLYMPIA, WA AT HIGHWAY ENGINEER'S SURVEY STATION 185+55.9;

RUN THENCE NORTH 1°09'30" WEST ALONG SAID CENTERLINE A DISTANCE OF 88.50 FEET TO HIGHWAY ENGINEER'S SURVEY STATION 186+44.40;

THENCE SOUTH 88°50'30" WEST A DISTANCE OF 65 FEET TO THE INITIAL POINT OF THIS DESCRIPTION;

THENCE CONTINUING SOUTH 88°50'30" WEST 95 FEET TO A POINT;

THENCE NORTH 1°09'30" WEST AND PARALLEL WITH SAID CENTER LINE A DISTANCE OF 435.6 FEET TO A POINT;

THENCE NORTH 38°38'50" EAST 156.21 FEET TO A POINT WHICH IS 60 FEET DISTANT WESTERLY, WHEN MEASURED AT RIGHT ANGLES FROM SAID CENTER LINE;

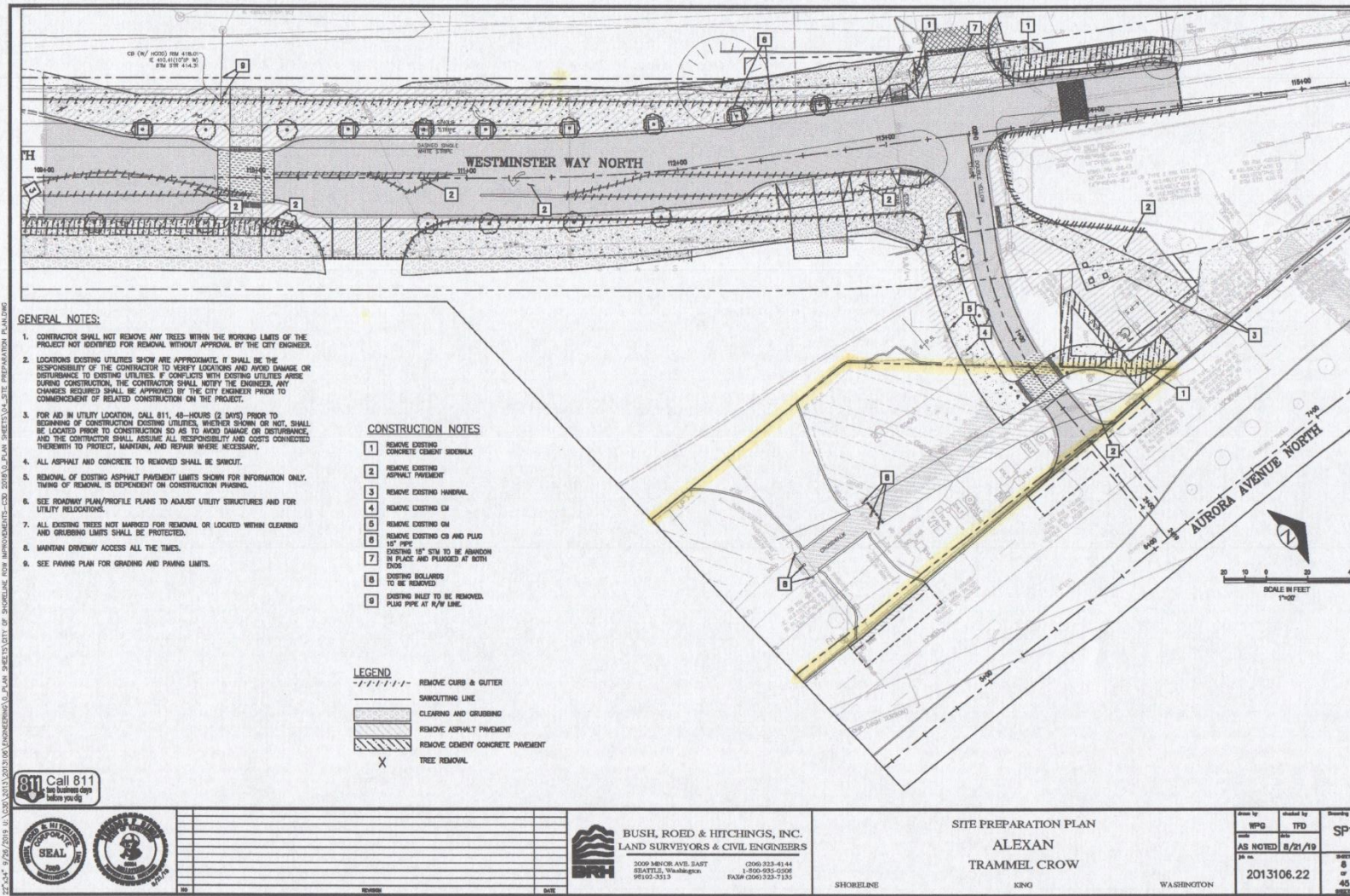
THENCE SOUTH 1°09'30" EAST AND PLW SAID CENTER IN 535.60 FEET; THENCE SOUTH 12°52'40" WEST 20.62 FEET, MORE OR LESS, TO THE INITIAL POINT AND THE END OF THIS DESCRIPTION;

EXCEPTING THEREFROM ALL THAT PORTION OF SAID DESCRIBED STRIP WHICH LIES WITHIN THE RIGHT-OF-WAY OF THE SEATTLE—EVERETT—TRACTION COMPANY (NOW PUGET SOUND POWER & LIGHT COMPANY) AND NOW OWNED BY SAID PUGET SOUND POWER A LIGHT COMPANY. THE LANDS BEING HEREIN CONVEYED CONTAIN AN AREA OF 20.90 ACRES, MORE OR LESS. THE SPECIFIC DETAILS CONCERNING ALL OF WHICH ARE TO BE FOUND WITHIN THAT CERTAIN MAP OF DEFINITE LOCATION NOW OF RECORD AND ON FILE IN THE OFFICE OF THE DIRECTOR OF HIGHWAYS AT OLYMPIA, WA AND BEARING DATE OF APPROVAL MARCH 19, 1948, REVISED SHEET 7 OF 11 JANUARY 7, 1949 AND REVISED SHEET 8 OF 11 SEPTEMBER 17, 1948 AND AS SHOWN OUTLINED IN RED ON BLUEPRINT MAP ATTACHED HERETO AND MADE A PART HEREOF. (SAID MAPS ATTACHED HERETO).

Att 1 – Roadway Easement
V1

EXHIBIT “B”

PLANS



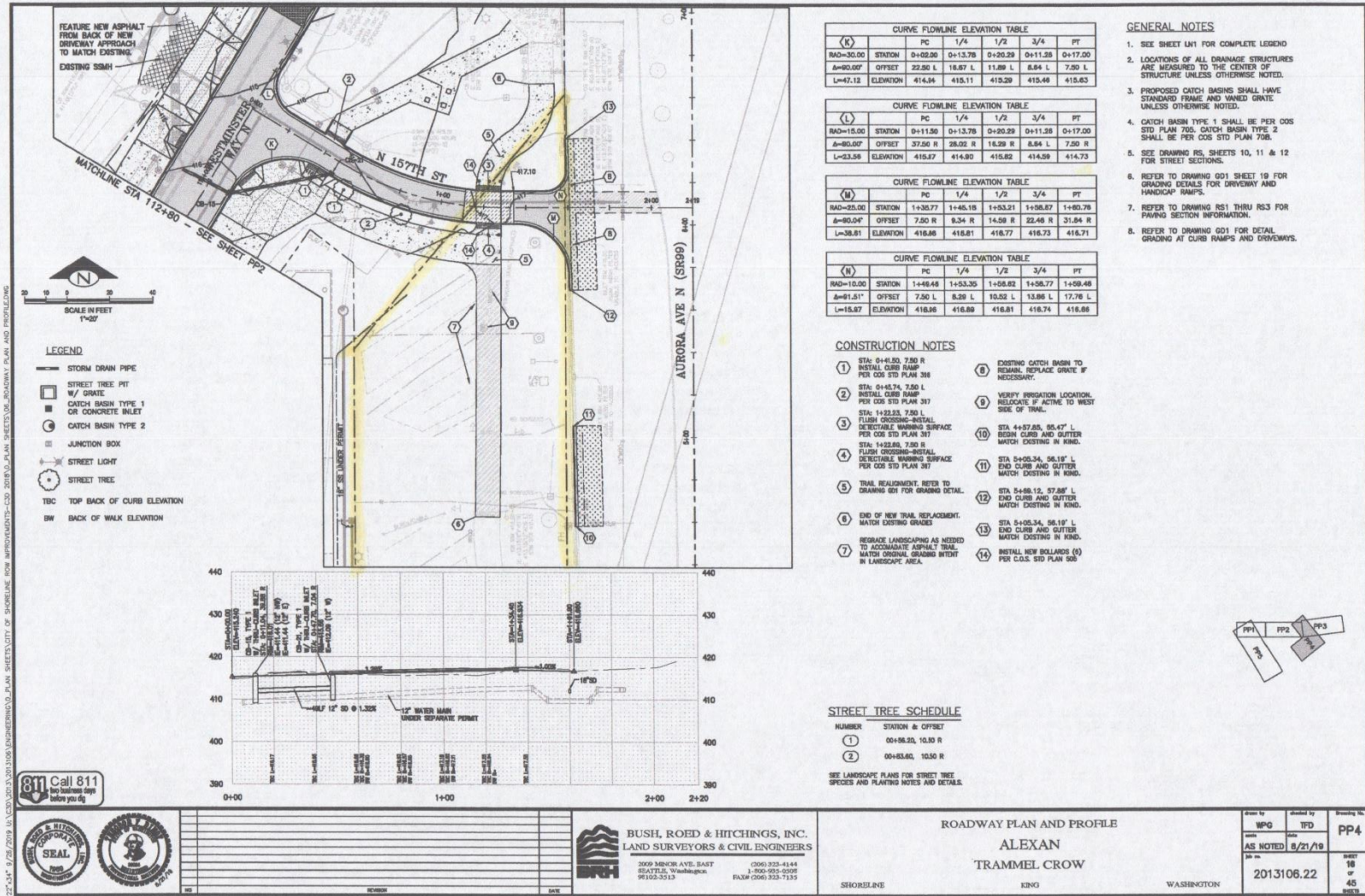


EXHIBIT "C"

LEGAL DESCRIPTION OF ROADWAY EASEMENT AREA

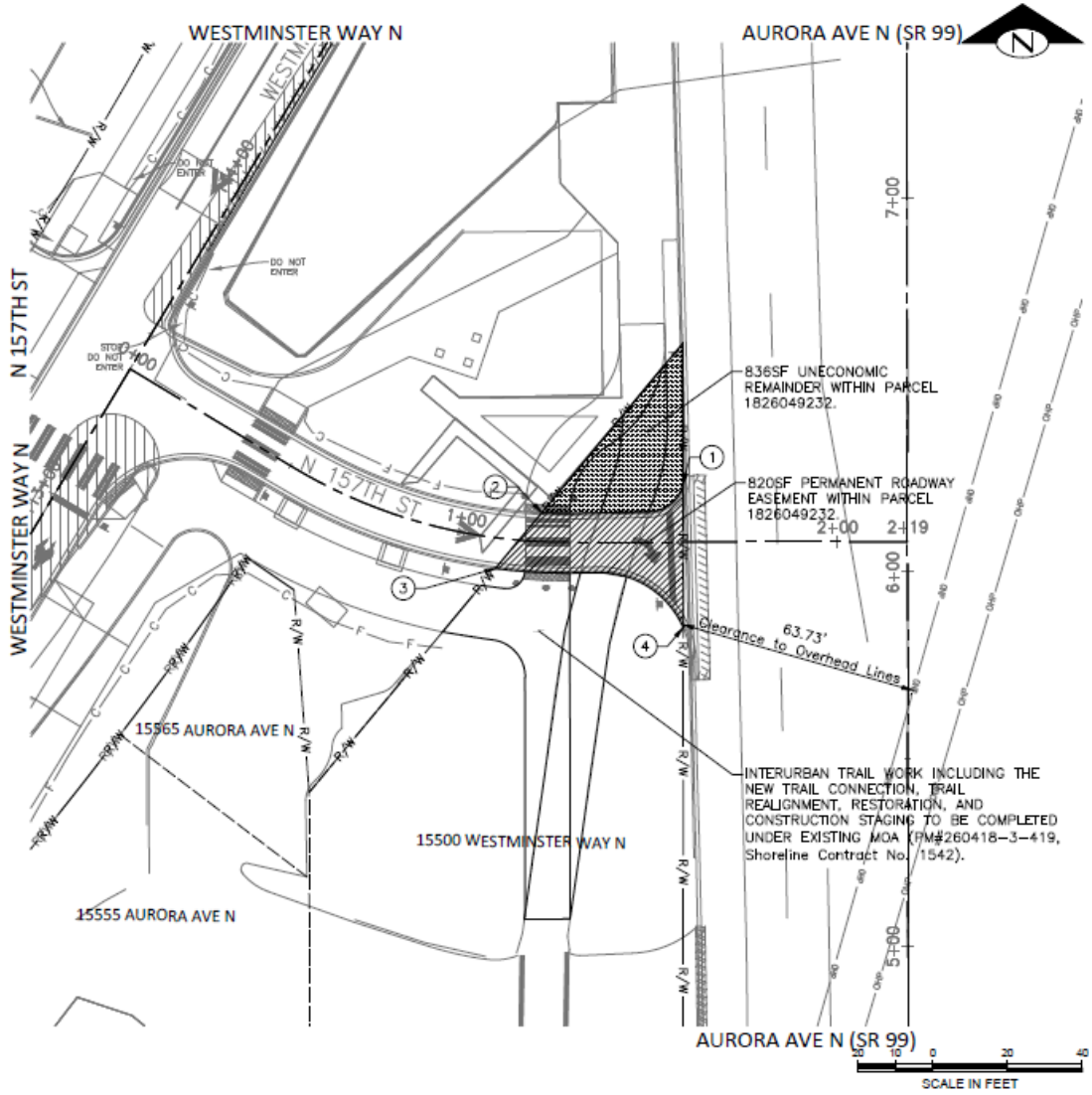
THAT PORTION OF THE PROPERTY DESCRIBED IN DEED RECORDED UNDER NUMBER 3954784 ON SEPTEMBER 29, 1949, RECORDS OF KING COUNTY, WASHINGTON AND SHOWN ON RECORD OF SURVEY RECORDED UNDER NUMBER 2013001900007 ON OCTOBER 1ST, 2013, RECORDS OF KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;
COMMENCING AT THE MOST NORTHERLY CORNER OF SAID PARCEL, SAID POINT ALSO LYING ON THE WESTERLY MARGIN OF THE AURORA AVENUE NORTH, AND ON THE EASTERLY MARGIN OF WESTMINSTER WAY NORTH;
THENCE SOUTH 0°02'25" EAST ALONG SAID WESTERLY MARGIN OF AURORA AVENUE NORTH, A DISTANCE OF 37.94 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 0°02'25" EAST ALONG SAID MARGIN, A DISTANCE OF 39.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 24.50 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 69°26'02" EAST;
THENCE NORTHWESTERLY 29.71 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°28'27";
THENCE SOUTH 89°57'35" WEST, A DISTANCE OF 8.98 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTH HAVING A RADIUS OF 148.50 FEET;
THENCE NORTHWESTERLY 18.24 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°02'16" TO A POINT ON SAID EASTERLY MARGIN OF WESTMINSTER WAY NORTH;
THENCE ON A NON-TANGENT LINE NORTH 39°45'55" EAST ALONG SAID MARGIN, A DISTANCE OF 19.65 FEET;
THENCE SOUTH 88°06'50" EAST, A DISTANCE OF 7.28 FEET;
THENCE NORTH 89°57'35" EAST, A DISTANCE OF 21.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 9.50 FEET;
THENCE NORTHEASTERLY 12.75 FET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 76°55'00" TO THE POINT OF THE BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.




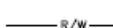
CONTAINING AN AREA OF 820 SQUARE FEET, MORE OR LESS.

EXHIBIT “D”

SKETCH OF ROADWAY EASEMENT



ROW LEGEND

-  PROPOSED EASEMENT
-  UNECONOMIC REMAINDER
-  PROPERTY LINES
-  R/W RIGHT-OF-WAY LINE

PARCEL INFORMATION

PARCEL	PARCEL (PARCEL NO.)	PARCEL ADDRESS	OWNERSHIP (TAXPAYER)
①	1826049232	15500 WESTMINSTER WAY N 98133	SEATTLE CITY OF SCL