

CITY OF SEATTLE
ORDINANCE 126849
COUNCIL BILL 120597

AN ORDINANCE relating to the Department of Finance and Administrative Services; authorizing the Director of Finance and Administrative Services or the Director's designee to grant limited property and access rights to the State of Washington over and under a portion of real property known as Fire Station 22; and accepting payment of the mutually agreed upon value of the property and access rights sold; and ratifying and confirming certain prior acts.

WHEREAS, The City of Seattle (City) under Ordinance 125398 authorized the exchange of easements with the State of Washington (State) under and over a portion of real property known as Fire Station 22 (FS 22) including a partial subterranean easement of approximately 4,015 square feet at the south end of the City's property for which the State paid the City \$12,300 to allow for installation of tiebacks to support a temporary shoring wall during construction and a permanent retaining wall; and

WHEREAS, the State's updated 2022 design for the shoring wall and retaining wall on State right-of-way will need tieback anchors to extend further under the Fire Station 22 property than is authorized under the existing partial subterranean easement; and

WHEREAS, the State has provided a replacement subterranean easement that extends under the full site for an additional area of 10,775 square feet and will pay the City \$105,000 for those expanded property rights; and

WHEREAS, the State also has a need for a temporary access easement for approximately 826 square feet at the southeast corner of FS 22 during construction that will run through December 31, 2023; and

1 WHEREAS, in addition to the \$105,000 for the expanded property rights, the easement obligates
2 the State to pay the City \$3,400 for those temporary access rights and \$2,180 for
3 associated landscape mitigation; and

4 WHEREAS, the State has determined that it also needs limited access rights across FS 22
5 property to the highway structure to complete its 2017 Limited Access Plan for the SR
6 520/Roanoke Park area; and

7 WHEREAS, the State will pay the City the minimum payment of \$500 for those non-possessory
8 access-only rights; and

9 WHEREAS, the State has agreed to pay the City the total mutually agreed upon value of
10 \$111,080 in exchange for the additional easement and access rights described above,
11 which will be deposited in the Finance and Administrative Services Fund (50300); and

12 WHEREAS, the State and the City have together been monitoring recent construction activities
13 on site since 2021 and together reviewed the updated tie-back and retaining wall designs
14 in 2022 and find there appears to be no conflict with the existing foundations for FS 22;

15 NOW, THEREFORE,

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

17 Section 1. The Director of Finance and Administrative Services or the Director's
18 designee ("Director") is authorized to grant to the State of Washington, acting by and through its
19 Department of Transportation, a subterranean and temporary access easement substantially in the
20 form attached to this ordinance as Attachment A and a quitclaim deed for access rights
21 substantially in the form attached to this ordinance as Attachment B, and associated transactional
22 documents, for lands situated in King County, State of Washington and that are generally

1 described as Lot 1 and a portion of Lot 2, Block 3, Miller’s Second Addition to Seattle, Volume
2 10 of Plats, page 70.

3 Section 2. The Director of the Department of Finance and Administrative Services or the
4 Director’s designee (“Director”) is authorized to accept payment of \$111,080 for the sale of
5 limited City property rights and access rights and to deposit the payment into the Finance and
6 Administrative Services Fund (50300).

7 Section 3. Any act consistent with the authority of this ordinance taken after its passage
8 and prior to its effective date is ratified and confirmed.

1 Section 4. 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 27th day of June, 2023,
5 and signed by me in open session in authentication of its passage this 27th day of
6 June, 2023.

7 

8 President _____ of the City Council

9 Approved / returned unsigned / vetoed this 30th day of June, 2023.

10 

11 Bruce A. Harrell, Mayor

12 Filed by me this 30th day of June, 2023.

13 

14 Scheereen Dedman, City Clerk

15 (Seal)

16
17
18 Attachments:
19 Attachment A – Subterranean and Temporary Access Easement
20 Attachment B – Quitclaim Deed (Access Rights Only)

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
PO Box 47338
Olympia, WA 98504-7338

Document Title: Easement
Reference Number of Related Document: 20180123001108
Grantor: City of Seattle
Grantee: State of Washington, Department of Transportation
Legal Description: Lot 1 & ptn Lot 2, all in Blk 3, Miller's Second Addition to Seattle, Vol 10 of Plats, page 70
Additional Legal Description is on Page 6 of this Easement
Assessor's Tax Parcel Number: 553510-0285-07

EASEMENT
(Non- Exclusive)

State Route 520, SR 5 Interchange to Montlake Interchange Vicinity

The CITY OF SEATTLE, ("Grantor"), for and in consideration of One Hundred Ten Thousand and Five Hundred and Eighty Dollars and 00/100 (\$110,580.00) conveys and grants unto the State of Washington, acting by and through its Department of Transportation, ("Grantee"), a subterranean easement under certain lands described in Exhibit A, for the purpose of constructing, installing, operating and maintaining subterranean retaining wall tiebacks, along with temporary access to certain lands described as Parcel 2 in Exhibit A, which access expires on December 31, 2023. Said lands being situated in King County, State of Washington, and the legal descriptions in Exhibit A are attached hereto and made a part hereof and an illustration attached as Exhibit B and Exhibit C.

This easement is subject to all existing encumbrances, including easements, restrictions and reservations, if any, EXCEPT that this easement supersedes and replaces that certain Subterranean Easement dated October 18, 2017 and recorded under King County Recorder's No. 20180123001108.

Grantee understands that the property is occupied by a fully functioning and operational municipal fire station. Grantee, at all times, will conduct any work or maintenance to the tiebacks in a manner that will not affect, hinder, delay, or obstruct the operations of the existing fire station. Grantee is responsible for any damage to Grantor's property that results from its

work or maintenance. Grantor reserves the right to use the herein before described property for purposes that will not unreasonably interfere with the Grantee's limited rights hereby granted. If Grantor plans any subterranean excavation on the property that may materially affect the effectiveness of the tiebacks, Grantor will provide Grantee a work plan and proposed scope of work at least thirty (30) calendar days prior to the expected work date. If Grantee does not respond with any reasonable objections in writing within ten (10) calendar days of Grantor's submittal of proposed work plans, the work will be deemed approved.

Neither Grantee nor its successors or assigns may install tiebacks without the prior written consent of the City of Seattle Department of Finance and Administrative Services. Grantor shall submit, for said written approval, a work plan to the City of Seattle Department of Finance and Administrative Services for any excavation or construction. Such work plan shall be submitted to the City of Seattle Department of Finance and Administrative Services for written approval no fewer than thirty (30) calendar days prior to the expected work date, which approval shall not be unreasonably withheld. After the tiebacks are installed, Grantee or its successors or assigns shall provide Grantor at least ten (10) days' written notice prior to performing any maintenance or service work on the tiebacks.

All notices required under this Easement shall be in writing by either (a) by email, (b) certified mail, return receipt requested, or (c) a nationally recognized overnight courier service, to the addresses set forth below, or as such addresses may subsequently be modified in writing between the Grantor and Grantee:

Grantor:
City of Seattle
Department of Finance and Administrative Services
Real Estate Services
P.O. Box 94689
Seattle, WA 98124-4689
Attention: Karen Gruen, Director of Real Estate Services
karen.gruen@seattle.gov

Grantee:
Washington Department of Transportation
Real Estate Services Office
P.O. Box 330310
Seattle, WA 98133-9710
Attn: Property Management
NWRRES@wsdot.wa.gov

Grantee's right to access Grantor's lands described as Parcel 2 in Exhibit A expires on December 31, 2023. No later than December 31, 2023, Grantee shall at its sole cost and expense remove all of its property, equipment and materials and restore the grading, and other

improvements damaged by the entry to at least as good a condition as such grading, and other improvements, were in immediately prior to the Grantee's commencement of work; however, (a) the soil nail wall may be removed only to a depth of two (2) feet below finished grade of the ground and the remainder abandoned in place, and (b) landscaping within the temporary access area shall be restored by Grantor.

The Grantee herein, on behalf of itself and its successors or assigns, as part consideration paid herein, waives and/or releases Grantor from any past, present, or future claims for damages directly or indirectly caused by highway drainage or runoff, and further Grantee, its successors or assigns, shall have no right of compensation for damages to the property herein conveyed caused directly or indirectly by highway drainage or runoff.

The Grantee, its successors or assigns, shall protect, save, and hold harmless the Grantor, its agents and employees, from all claims, actions, costs, damages (both to persons and/or property), or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its agents, contractors, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities related to this easement. The Grantee, its successors or assigns, further agrees to defend the Grantor, its agents or employees in any litigation, including payment of any judgments, costs or attorney's fees, for any claims or action commenced arising out of or in connection with acts or activities related to this easement. This obligation shall not include such claims, costs, damages (both to persons and/or property), or expenses which may be caused by the sole negligence of the Grantor or its agents and/or employees; provided that, if the claims or damages are caused by or result from the concurrent negligence of (a) the Grantor, its agents or employees and (b) the Grantee, its agents, contractors, licensees, invitees, employees, and/or any other person, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or Grantee's agents, contractors, licensees, invitees, employees and/or any other person. Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless Grantor and its officials, agents, or employees. Grantee acknowledges that this waiver has been mutually negotiated between Grantor and Grantee.

The Grantee, on behalf of itself and its successors or assigns, as part consideration herein, does hereby agree to comply with all civil rights and anti-discrimination requirements of chapter 49.60 RCW as to the lands herein conveyed.

It is understood and agreed that delivery of this easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

It is understood and agreed that delivery of this easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Seattle unless and until accepted and approved by the Seattle City Council.

Dated this _____ day of _____, 2023

**CITY OF SEATTLE, acting by and through its
Department of Finance and Administrative Services**

By: _____

Printed Name & Title: _____

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____

Dawn Yankauskas
SR 520, Deputy Program Administrator

Date: _____

STATE OF WASHINGTON)
) ss
County of King)

On this ____ day of _____, 2023, before me personally appeared _____, for the City of Seattle, acting by and through its Department of Finance and Administrative Services, and that he/she executed the within and foregoing instrument to be the free and voluntary act and deed of said City of Seattle, for the uses and purposes therein set forth, and on oath states that he/she is authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of
Washington, residing at _____
My commission expires _____

EXHIBIT A

Parcel 1:

A perpetual subterranean easement under the hereinafter described Tract "X" for the purpose of constructing, installing, operating and maintaining subterranean retaining wall tiebacks.

TOGETHER WITH temporary access over, under, upon and across the following described lands designated as Parcel 2, for the purposes of providing construction access, construction of a temporary soil nail shoring wall, removal of fencing and landscaping and replacement of fencing. The temporary access right shall terminate on December 31, 2023.

Parcel 2:

That portion of the hereinafter described Tract "X" lying within the following described tract of land:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) NE 2339+74.87 on the NE line survey of SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity and 212.94 feet Northerly therefrom; thence Northwesterly to a point opposite HES NE 2339+75.56 on said line survey and 225.76 feet Northerly therefrom; thence Easterly to a point opposite HES NE 2340+13.51 on said line survey and 216.34 feet Northerly therefrom; thence Northeasterly to a point opposite HES NE 2340+27.88 on said line survey and 217.97 feet Northerly therefrom; thence Northeasterly to a point opposite HES NE 2340+35.24 on said line survey and 222.32 feet Northerly therefrom; thence Southerly to a point opposite HES NE 2340+35.14 on said line survey and 220.98 feet Northerly therefrom; thence Southerly to a point opposite HES +NE 2340+30.66 on said line survey and 206.14 feet Northerly therefrom; thence Southwesterly to the point of beginning.

Tract "X":

Lot 1 and that portion of Lot 2 lying Northerly of a line extending from the Southwest corner of said lot to a point on the Easterly line of said lot which is 30 feet South of the Northwest corner thereof, all in Block 3 of Miller's Second Addition to Seattle per plat recorded in Volume 10 of plats, page 70, records of King County, together with that portion of the East half of Broadway Avenue East, acquired by operation of law, adjacent to said lots on the West.

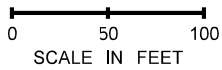
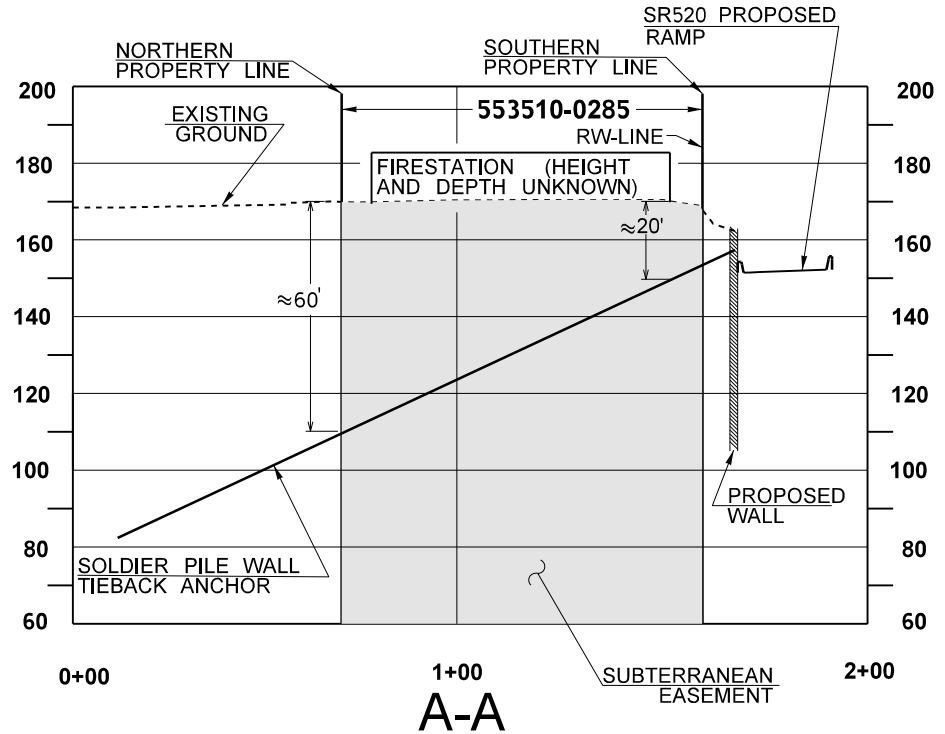
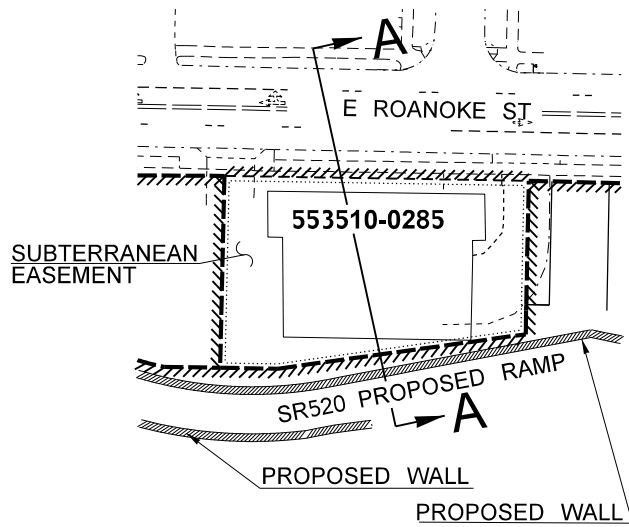
The lands herein conveyed in the subterranean easement contain an area of 14,770 square feet, more or less, and the lands herein conveyed in the temporary easement contain an area of 826 feet, more or less, the specific details concerning all of which are to be found on Sheet 2 of that certain plan entitled, SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity bearing date of approval of March 2, 2017, as revised.

LEGEND

- WSDOT RW & LIMITED ACCESS
- CITY RIGHT OF WAY AND WSDOT LIMITED ACCESS
- PROPERTY LINES

FOR ILLUSTRATIVE PURPOSES ONLY

EXHIBIT B



ELEVATIONS ARE BASED ON NAVD88 AND ARE IN US FEET
SOLDIER PILE WALL TIEBACKS TO BE INSTALLED FROM WSDOT RW

AUGUST 24, 2022

**PERMANENT SUBTERRANEAN EASEMENT ILLUSTRATION
553510-0285**

FOR ILLUSTRATIVE PURPOSES ONLY

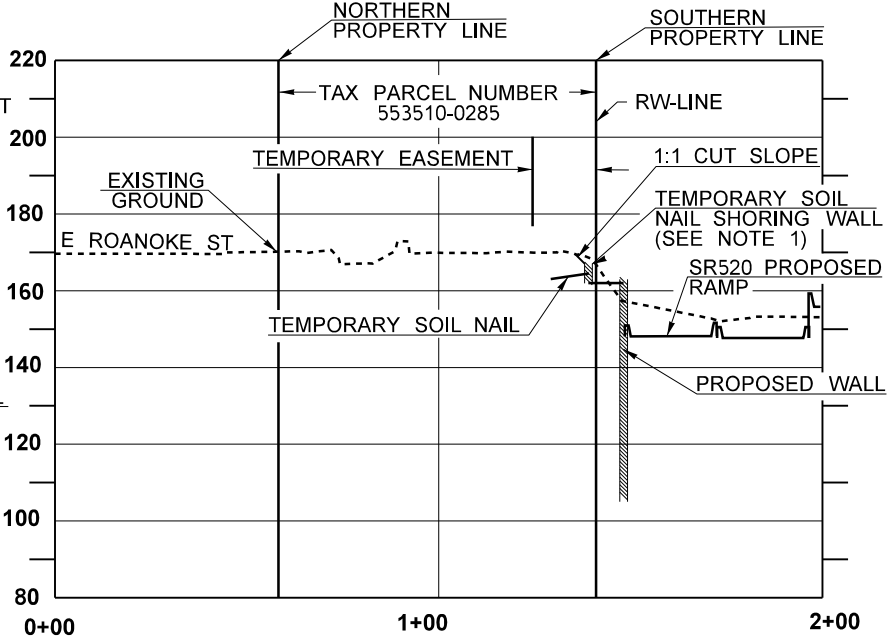
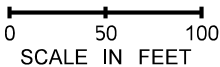
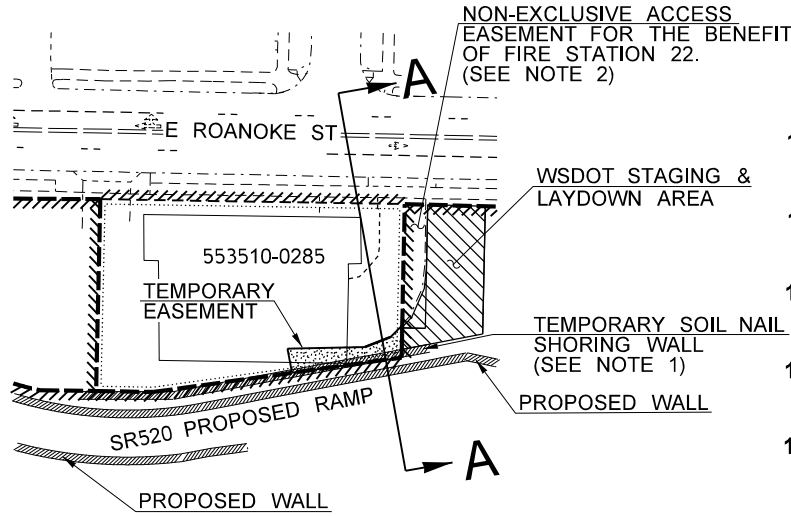
LEGEND

- WSDOT LIMITED ACCESS
- CITY RIGHT OF WAY LINE
- PROPERTY LINES

- WSDOT STAGING AND LAYDOWN AREA
- TEMPORARY EASEMENT FOR GROUND DISTURBANCE / EXCAVATION AREA (SEE NOTE 3)

- NOTE 1 TEMPORARY SOIL NAIL SHORING WALL WILL BE REMOVED TO A DEPTH OF 2 FEET BELOW FINISHED GRADE AND THE REMAINDER, INCLUDING TEMPORARY SOIL NAILS, WILL BE ABANDONED IN PLACE.
- NOTE 2 CONTRACTOR SHALL USE ACCESS EASEMENT FOR ACCESS TO WORK AREA ONLY. CONTRACTOR SHALL NOT STOP IN THE ACCESS EASEMENT AREA.
- NOTE 3 LIMITS OF EXCAVATION SHALL NOT ENCROACH INTO THE FIRE STATION BUILDING STRUCTURE OR DRIVEWAY AREA.

EXHIBIT C



ELEVATIONS ARE BASED ON NAVD88 AND ARE IN US FEET

**TEMPORARY EASEMENT ILLUSTRATION
TAX PARCEL NUMBER 553510-0285**

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

Document Title: Quitclaim Deed (Access Rights Only)
Reference Number of Related Document:
Grantor(s): City of Seattle
Grantee(s): State of Washington, Department of Transportation
Legal Description: Lot 1 & ptn Lot 2, all in Blk 3, Miller's Second Addition to Seattle, Vol 10 of Plats, page 70
Additional Legal Description is on Page 1 & 2 of Document.
Assessor's Tax Parcel Number: 553510-0285-07

**QUITCLAIM DEED
(ACCESS RIGHTS ONLY)**

State Route 520, SR 5 Interchange to Montlake Interchange Vicinity

The Grantor, **City of Seattle**, for and in consideration of the sum of FIVE HUNDRED AND 00/100 (\$500.00) Dollars, and other valuable consideration, hereby conveys and quitclaims to the **State of Washington, acting by and through its Department of Transportation**, Grantee, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain, all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between E. Roanoke St. and SR 520 and the following described real estate abutting thereon, and any after acquired interest therein, except as reserved herein below, situated in King County, Washington:

Lot 1 and that portion of Lot 2 lying Northerly of a line extending from the Southwest corner of said lot to a point on the Easterly line of said lot which is 30 feet South of the Northwest corner thereof, all in Block 3 of Miller's Second Addition to Seattle per plat recorded in Volume 10 of plats, page 70, records of King County, together with that portion of the East half of Broadway Avenue East, acquired by operation of law, adjacent to said lots on the West.

QUITCLAIM DEED - Access Rights Only

RESERVING unto the Grantor two Type "C" off and on approaches in the legal manner, each not to exceed 30 feet in width, for the operation of a City Fire Station, at or near a point opposite Highway Engineer's Station NE 2340+52 on the NE line survey of the SR 5 line survey of SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity and 283 feet northerly therefrom, and at or near a point opposite Highway Engineer's Station NE 2339+28 on said line survey and 329 feet northerly therefrom.

ALSO pedestrian traffic will be permitted access and use of the existing sidewalks in the vicinity of Harvard Ave E., E Roanoke St., and Broadway E.

The specific details concerning all of which are to be found on sheet 2 of that certain plan entitled, SR 520, SR 5 Interchange Vicinity to Montlake Interchange Vicinity now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval of March 2, 2017, as revised.

It is expressly intended that these covenants, burdens and restrictions shall run with the described land and shall forever bind the grantors, their successors and assigns.

It is understood and agreed that this deed does not convey any physical part of, or the right to the physical use or possession of, the land described on Page 1 above.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Seattle unless and until accepted and approved by Seattle City Council.

QUITCLAIM DEED - Access Rights Only

Dated this _____ day of _____, 2023

**CITY OF SEATTLE, acting by and through its
Department of Finance and Administrative Services**

By: _____

Printed Name & Title: _____

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____
Dawn Yankauskas
SR 520, Deputy Program Administrator

Date: _____

