

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**CITY OF SEATTLE**  
**ORDINANCE** 127421  
**COUNCIL BILL** 121192

AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager and CEO of Seattle Public Utilities to accept slope stabilization easements within two parcels of private property identified as King County Parcel Number 6844703215 located at 3822 NE 91st Street, and King County Parcel Number 6844703295 located at 3832 NE 91st Street; placing the properties under the jurisdiction of Seattle Public Utilities; and ratifying and confirming certain prior acts.

WHEREAS, Seattle Public Utilities (SPU) is responsible within the City for public stormwater management, including but not limited to controlling surface water runoff on steep slopes and landslide prone areas, and prioritizing maintaining drainage within natural drainage courses; and

WHEREAS, SPU has identified drainage conditions at the end of NE 91st Street that could affect roadway stability, potentially cause erosion to public property and decrease slope stability; and

WHEREAS, SPU has determined that the best course of action to resolve these drainage issues is to perform and construct certain drainage improvements including slope stabilization within the public right-of-way and on adjacent private properties; and

WHEREAS, this work requires that the City obtain easements on private property to allow SPU to install, operate, maintain, repair, and replace its infrastructure; and

WHEREAS, the property owners and SPU have agreed to terms and fair market value compensation for the easements; and

WHEREAS, the property owners of 3822 NE 91st Street and 3832 NE 91st Street have granted easements to The City of Seattle to install and operate the needed drainage improvements

1           and slope stabilization infrastructure and such easements require approval by ordinance  
2           of the City Council; NOW, THEREFORE,

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

4           Section 1. The General Manager and CEO of Seattle Public Utilities, or designee, is  
5 authorized to accept for and on behalf of The City of Seattle the following permanent easements  
6 for stormwater drainage and slope stabilization purposes, described below and further  
7 documented in Attachments 1 and 2 to this ordinance.

8           A. Grantors: Michael Van Snellenberg and Elizabeth Van Snellenberg, a married couple;  
9 King County Recording Number 20251028000960.

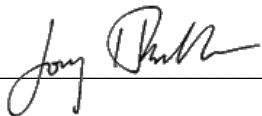
10           B. Grantor: Linda Duchin, as her sole and separate property; King County Recording  
11 Number 20251030000396.

12           Section 2. The real property rights and interests conveyed by the easements referenced  
13 and accepted in this ordinance shall be placed under the jurisdiction of Seattle Public Utilities.


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

1 Section 4. This ordinance shall take effect as provided by Seattle Municipal Code  
2 Sections 1.04.020 and 1.04.070.


3 Passed by the City Council the 14th day of April, 2026,  
4 and signed by me in open session in authentication of its passage this 14th day of  
5 April, 2026.

6   
7 \_\_\_\_\_  
President \_\_\_\_\_ of the City Council

8  Approved /  returned unsigned /  vetoed this 21st day of April, 2026.

9   
10 \_\_\_\_\_  
Katie B. Wilson, Mayor

11 Filed by me this 21st day of April, 2026.

12   
13 \_\_\_\_\_  
Scheereen Dedman, City Clerk

14 (Seal)

15 Attachments:  
16 Attachment 1 – Slope Stabilization Easement (Van Snellenberg)  
17 Attachment 2 – Slope Stabilization Easement (Duchin)

Instrument Number: 20251028000960 Document:EAS Rec: \$308.50 Page-1 of 6  
Excise Docs: 3353350 Tax Amount: \$10.00 Record Date:10/28/2025 3:24 PM  
Electronically Recorded King County, WA

Recorded Requested By And  
When Recorded Mail To:

City of Seattle SPU – DWW  
700 5<sup>th</sup> Ave, Suite 4900-RPS  
PO Box 34018  
Seattle WA 98124-4108

**SLOPE STABILIZATION EASEMENT**

Grantor (insert correct title):..... Michael & Elizabeth Van Snellenberg  
Grantee (insert correct title):..... THE CITY OF SEATTLE, Seattle Public Utilities  
Legal Description (abbreviated)..... LOTS 8-10 AND PTN LOT 7, BLK 65, PONTIAC ADD. TO  
THE CITY OF SEATTLE, VOL. 6, P. 42, KING COUNTY,  
WASHINGTON  
Assessor’s Tax Parcel ID#:..... 684470-3215  
Reference No(s):..... N/A

**3822 NE 91<sup>st</sup> St**

**SPU File # DWW2023-0022-0002**

THIS EASEMENT made this 15<sup>th</sup> day of SEPTEMBER, 2025, by **Michael Van Snellenberg and Elizabeth Van Snellenberg**, a married couple, hereinafter called “Grantor,” and the **CITY OF SEATTLE**, a municipal corporation of the State of Washington, acting by and through its Seattle Public Utilities Department, hereinafter called the “City”; WITNESSETH;

1. That the Grantor, for and in consideration of the sum of FIVE THOUSAND FOUR HUNDRED DOLLARS (\$5,400), and under imminent threat of eminent domain, hereby conveys and grants to the City, its successors and assigns, a slope easement, including the right, privilege and authority to install, construct, reconstruct, erect, alter, improve, repair, operate and to maintain the slope and grade, connecting pipes and appurtenances, over, under, through, across, along and upon the Grantor’s property located in King County, Washington, described as follows:

Legal Description and Plan attached hereto as EXHIBIT “A” and EXHIBIT “B” and incorporated herein by reference.

2. Grantor hereby agrees that no building, fence, wall, rockery, trees, shrubbery or obstruction of any kind shall be erected or planted, or any fill material will be placed within the boundaries of said Easement Area without the written permission of the City of Seattle’s GM/CEO of Seattle Public Utilities or her/his designee. No excavation shall be made within three feet of said Slope Easement Area, and that the elevation of the earth within the Easement Area shall not be changed.

3. Grantor hereby agrees that no other utility facilities, such as conduits, cables, pipelines, vaults poles, posts, whether public or private, will be installed within five (5) horizontal feet of the Slope Easement Area.
4. Subject to the terms of this Agreement, the City or its agents shall have the right without prior institution of any suit or proceeding at law, at such times as may be necessary, to enter upon said Easement Area and such additional area immediately adjacent to said Easement Area, as shall be reasonably required for the purposes herein described, without incurring any legal obligation or liability therefore; provided, however, subject to and in accordance with the conditions and restrictions on private improvements described in paragraphs 2 and 3 herein, that in the event the City disturbs or damages private improvements on the Property in connection with its use of the easement granted herein, the City shall restore such improvements to a condition as good as or better than that which existed prior to such damage or disturbance.
5. In an emergency the City shall have the right to close the Easement Area and to excavate without prior notice.
6. Grantor shall have the right to use said property in any way and for any other legal purpose not inconsistent with the rights herein granted.
7. Grantor waives any present or future claim against the City relating to hazardous substances, pollutants, or contaminants on the Property in connection with the rights granted hereunder unless the hazardous substances, pollutants or contaminants are released as a direct result from the City's operations on the Property or the use of the Easement Area.
8. If the Property is redeveloped in such a way which eliminates the need for drainage, connecting pipes and appurtenances, property owner can request the City of Seattle's GM/CEO of Seattle Public Utilities or her/his designee, for a relinquishment of the Slope Easement and if approved Seattle Public Utilities will record a relinquishment of the Easement.
9. The City will exercise its rights under this Agreement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. The City will defend, indemnify, and hold Grantor harmless from and against any and all claims, costs, liabilities, and damages that arise from or relate to the exercise of the rights granted herein by the City, its agents, employees, representatives, contractors and permittees to the extent such claims, costs, liabilities and damages are caused by an act or omission of the City, its agents, employees, representatives, contractors and permittees. To the extent permitted by RCW 4.24.115, the City's obligations under this indemnity shall not apply to the extent that any such claims, costs, liabilities, and damages



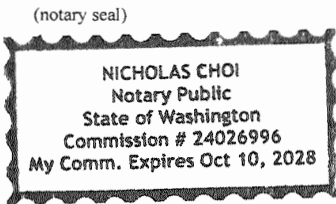
By: 

Print Name: Elizabeth Van Snellenberg

STATE OF WASHINGTON)  
COUNTY OF King ) ss.

On this 15 day of September, 2025, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Elizabeth Van Snellenberg**, to me known to be the individual described in and who executed the within and foregoing instrument, acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Signature: 

Print name: Nicholas Choi

Notary Public in and for the State of Washington

Residing at: Seattle, WA

My commission expires: 10/10/2028

**EXHIBIT A  
LEGAL DESCRIPTION FOR SLOPE EASEMENT  
FROM TAX PARCEL NO. 6844703215**

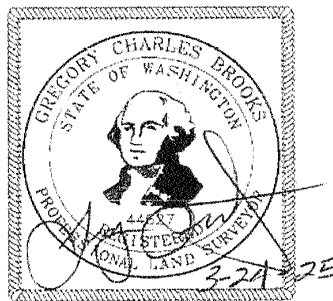
A slope easement across a portion of the Northwest quarter of the Southwest quarter of Section 34, Township 26 North, Range 4 East, W.M., King County, Washington, being described as follows:

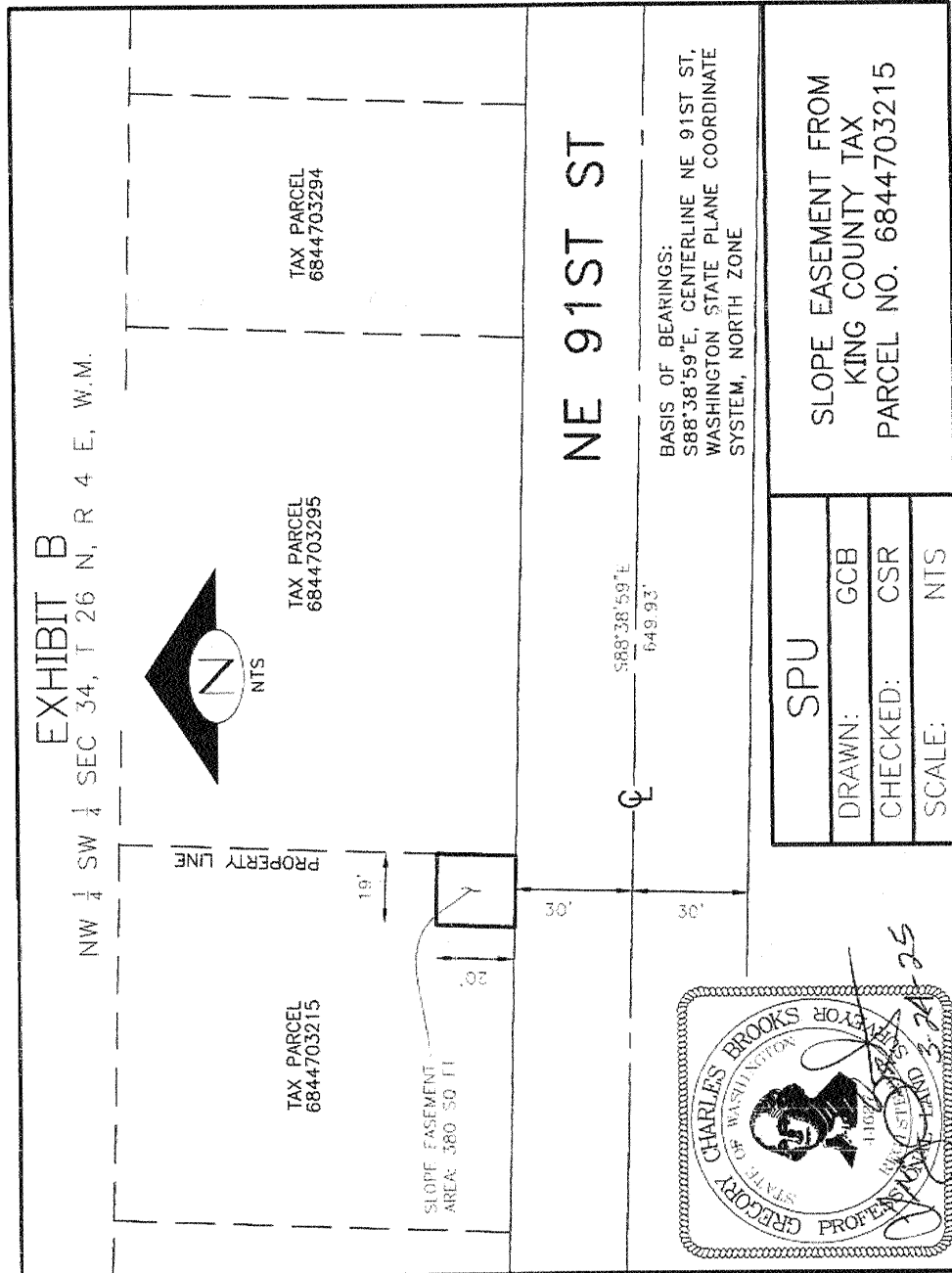
The southerly 20.00 feet of the easterly 19.00 feet of the below described PARENT PARCEL, containing 380 square feet, more or less.

**PARENT PARCEL**

EAST 10 FEET OF LOT 7 AND ALL OF LOTS 8, 9 AND 10, ALL IN BLOCK 65 PONTIAC ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 42, IN KING COUNTY, WASHINGTON

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





Instrument Number: 20251030000396 Document: EAS Rec: \$307.50 Page-1 of 5  
Excise Docs: 3353633 Tax Amount: \$10.00 Record Date: 10/30/2025 11:31 AM  
Electronically Recorded King County, WA

Recorded Requested By And  
When Recorded Mail To:

City of Seattle SPU – DWW  
700 5<sup>th</sup> Ave, Suite 4900-RPS  
PO Box 34018  
Seattle WA 98124-4108

**SLOPE STABILIZATION EASEMENT**

Grantor (insert correct title):..... Linda Duchin  
Grantee (insert correct title):..... THE CITY OF SEATTLE, Seattle Public Utilities  
Legal Description (abbreviated):..... PONTIAC ADD PARCEL A OF CITY OF SEATTLE  
SHORT PLAT NO 78-173 RECORDING NO  
7809290968 SD PLAT DAF-LOTS 1 THRU 10 BLK 66  
TGW LOTS 2, 3, & 4 BLK 67 LESS N 90 FT SDLOTS 2 &  
3 LESS W 10 FT OF N 90 FT OF LOT 4 IN PONTIAC  
ADD  
Assessor's Tax Parcel ID#:..... 684470-3295  
Reference No(s):..... N/A

3832 NE 91<sup>st</sup> St

SPU File # DWW2023-0022-0001

THIS EASEMENT made this 28<sup>th</sup> day of August, 2025 by  
**Linda Duchin**, hereinafter called "Grantor," and the **CITY OF SEATTLE**, a municipal  
corporation of the State of Washington, acting by and through its Seattle Public Utilities  
Department, hereinafter called the "City"; WITNESSETH;

1. That the Grantor, for and in consideration of the sum of FOUR THOUSAND FIVE  
HUNDRED DOLLARS (\$4,500), and under imminent threat of eminent domain, hereby  
conveys and grants to the City, its successors and assigns, a slope easement, including  
the right, privilege and authority to install, construct, reconstruct, erect, alter,  
improve, repair, operate and to maintain the slope and grade, connecting pipes and  
appurtenances, over, under, through, across, along and upon the Grantor's property  
located in King County, Washington, described as follows:

Legal Description and Plan attached hereto as EXHIBIT "A" and EXHIBIT "B"  
and incorporated herein by reference.

2. Grantor hereby agrees that no building, fence, wall, rockery, trees, shrubbery or  
obstruction of any kind shall be erected or planted, or any fill material will be placed  
within the boundaries of said Easement Area without the written permission of the City of  
Seattle's GM/CEO of Seattle Public Utilities or her/his designee. No excavation shall be  
made within three feet of said Slope Easement Area, and that the elevation of the earth  
within the Easement Area shall not be changed.

3. Grantor hereby agrees that no other utility facilities, such as conduits, cables, pipelines, vaults poles, posts, whether public or private, will be installed within five (5) horizontal feet of the Slope Easement Area.
4. Subject to the terms of this Agreement, the City or its agents shall have the right without prior institution of any suit or proceeding at law, at such times as may be necessary, to enter upon said Easement Area and such additional area immediately adjacent to said Easement Area, as shall be reasonably required for the purposes herein described, without incurring any legal obligation or liability therefore; provided, however, subject to and in accordance with the conditions and restrictions on private improvements described in paragraphs 2 and 3 herein, that in the event the City disturbs or damages private improvements on the Property in connection with its use of the easement granted herein, the City shall restore such improvements to a condition as good as or better than that which existed prior to such damage or disturbance.
5. In an emergency the City shall have the right to close the Easement Area and to excavate without prior notice.
6. Grantor shall have the right to use said property in any way and for any other legal purpose not inconsistent with the rights herein granted.
7. Grantor waives any present or future claim against the City relating to hazardous substances, pollutants, or contaminants on the Property in connection with the rights granted hereunder unless the hazardous substances, pollutants or contaminants are released as a direct result from the City's operations on the Property or the use of the Easement Area.
8. If the Property is redeveloped in such a way which eliminates the need for drainage, connecting pipes and appurtenances, property owner can request the City of Seattle's GM/CEO of Seattle Public Utilities or her/his designee, for a relinquishment of the Slope Easement and if approved Seattle Public Utilities will record a relinquishment of the Easement.
9. The City will exercise its rights under this Agreement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. The City will defend, indemnify, and hold Grantor harmless from and against any and all claims, costs, liabilities, and damages that arise from or relate to the exercise of the rights granted herein by the City, its agents, employees, representatives, contractors and permittees to the extent such claims, costs, liabilities and damages are caused by an act or omission of the City, its agents, employees, representatives, contractors and permittees. To the extent permitted by RCW 4.24.115, the City'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 its agents, employees, representatives, contractors or permittees.

10. This agreement and each of the terms, provisions, conditions, and covenant herein, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

Executed this 28<sup>th</sup> day of August, 2025.

GRANTOR: Linda Duchin

By: [Signature]

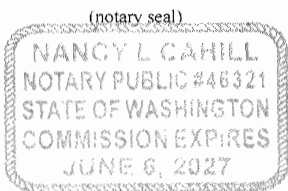
Print Name: Linda Duchin

STATE OF WASHINGTON)

COUNTY OF KING) ss.

On this 28<sup>th</sup> day of August, 2025, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Linda Duchin**, to me known to be the individual described in and who executed the within and foregoing instrument, acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Signature: [Signature]

Print name: NANCY L. CAHILL

Notary Public in and for the State of Washington

Residing at: Seattle, Washington

My commission expires: 06/06/2027

**EXHIBIT A**  
**LEGAL DESCRIPTION FOR SLOPE EASEMENT**  
**FROM TAX PARCEL NO. 6844703295**

A slope easement across a portion of the Northwest quarter of the Southwest quarter of Section 34, Township 26 North, Range 4 East, W.M., King County, Washington, being described as follows:

The southerly 20.00 feet of the westerly 37.00 feet of the below described PARENT PARCEL, containing 740 square feet, more or less.

**PARENT PARCEL**

PARCEL A OF THE CITY OF SEATTLE SHORT PLAT NO. 78-173, RECORDED UNDER RECORDING NO. 7809290968, RECORDS OF KING COUNTY, WASHINGTON, SAID SHORT PLAT FURTHER DESCRIBED AS FOLLOWS:

LOTS 1 THRU 10, BLOCK 66, TOGETHER WITH LOTS 2, 3 AND 4, BLOCK 67, LESS THE NORTHERLY 90 FEET OF SAID LOTS 2 AND 3, BLOCK 67, AND LESS THE WESTERLY 10 FEET OF THE NORTHERLY 90 FEET OF SAID LOT 4, BLOCK 67, ALL IN PONTIAC ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 42, IN KING COUNTY, WASHINGTON

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

