

CITY OF SEATTLE
ORDINANCE 126743
COUNCIL BILL 120461

AN ORDINANCE relating to the City Light Department; declaring certain real property rights surplus to utility needs; authorizing the General Manager and Chief Executive Officer to execute an agreement for the City to grant an easement over a portion of the City’s fee-owned transmission corridor near 19541 Stone Ave N in Shoreline, Washington; accepting payment for the true and full value of the easement being granted from Ann and Paul Michel, wife and husband; and ratifying and confirming certain prior acts.

WHEREAS, The City of Seattle (“City”) owns a transmission corridor in Section 6, Township 26 North, Range 4 East, W.M., in Shoreline, Washington, King County Tax Parcel Number 0626049028; and

WHEREAS, Ann and Paul Michel, wife and husband (“Michels”), own the property at 19541 Stone Ave N, Shoreline, Washington, adjacent to the City’s transmission corridor; and

WHEREAS, part of the carport and the fence of the Michels’ property was determined by City Light to be encroaching significantly on the City’s transmission corridor; and

WHEREAS, the Michels disputed the ownership of the area within the fence (No. 18-2-54700-8 SEA), which dispute was litigated and ultimately decided in the City’s favor; and

WHEREAS, in consideration of resolving the remaining details of the dispute, the Michels have requested an easement to allow them the retention of their carport, the placement of a security fence around their residence, and access to their property; and

WHEREAS, the City Light Department has determined that the easement requested by the Michels is reasonable and an acceptable use of the transmission corridor in accordance with City Light’s real property use standards, will not interfere with City Light operations, and is no longer needed exclusively for the City’s utility purposes; and

1 WHEREAS, the Michels will pay the City the fair market value for the easement being granted
2 by the City in the amount of \$62,700.80; NOW, THEREFORE,

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

4 Section 1. Pursuant to the provisions of Revised Code of Washington (RCW) 35.94.040
5 and after a public hearing, certain real property rights, described in Attachment 1 attached hereto,
6 acquired for an electrical transmission corridor, are no longer needed exclusively for The City of
7 Seattle's utility purposes.

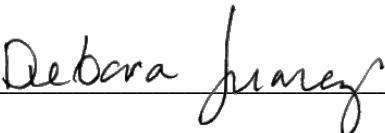
8 Section 2. The General Manager and Chief Executive Officer of the City Light
9 Department, or the General Manager and Chief Executive Officer's designee, is authorized to
10 execute for and on behalf of The City of Seattle an Easement Agreement substantially in the
11 form attached hereto as Attachment 1.

12 Section 3. The City Light Department is authorized to accept payment for the easement
13 being granted to the Michels, in the amount of \$62,700.80 and to deposit the proceeds in the City
14 Light Fund.


15 Section 4. Any act consistent with the authority of this ordinance taken prior to its
16 effective date is hereby 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 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)

- 1 Attachments:
- 2 Attachment 1 - Easement Agreement
- 3 Exhibit A to Attachment 1 - Legal Description of Grantor's Property
- 4 Exhibit B to Attachment 1 - Legal Description of Grantee's Property
- 5 Exhibit C to Attachment 1 - Legal Description of Easement Area
- 6 Exhibit D to Attachment 1 - Depiction of Easement Area

Attachment 1 Easement Agreement

When recorded, return to:

SEATTLE CITY LIGHT
Real Estate Services
700 Fifth Avenue, SMT 3338
P.O. Box 34023
Seattle, WA 98124-4023

SEATTLE CITY LIGHT EASEMENT FOR 19541 STONE AVE. N.

Reference #: _____
Grantor: City of Seattle
Grantees: Paul Michel and Ann Michel, husband and wife
Short Legal: Portion of Tract 44 of Wenzlers Echo Lake Tracts, Section 6, Township 26 N,
Range 4 E, W.M.
Tax Parcel #: 0626049028

For and in good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THE CITY OF SEATTLE, a Washington municipal corporation, acting by and through its CITY LIGHT DEPARTMENT (“Grantor”), hereby grants to Paul Michel and Ann Michel, husband and wife, (Grantees), an easement for the purposes described below (“Easement”) on the Grantor’s real property described in Exhibit A (the “Property”). This Easement is appurtenant to and shall run with the land that makes up Grantee’s property described in Exhibit B.

Except as otherwise set forth herein, Grantees’ rights shall be exercised upon that portion (“Easement Area”) of the Grantor’s Property described in Exhibit C and depicted in Exhibit D.

1. Purpose. Grantees shall have the right and privilege to use the Easement Area for access; parking; landscaping; fencing; and to accommodate the presence, maintenance, repair, replacement of that portion of the Grantees’ existing carport and shed which encroach onto the Property; but not for the enlargement, extension or expansion of the carport and shed nor for the construction or presence of any other structure. Grantees’ use of the Easement Area shall be subject to and in accordance with the terms of this Easement.

Additionally, Grantees shall have the right and privilege for non-exclusive access for ingress and egress over the existing roadway commonly known as Stone Ave North from N 195th St to the

Grantee's property and the Easement Area. Grantor is not obligated to repair, maintain or replace the present roadway or any future alternative roadway or the paved area immediately east of the Grantee's property that now serves as a driveway for the Grantee's property.

If the access location is moved from the present roadway to an alternative location in the future, Grantee would be responsible for the construction and maintenance of any needed modification of that portion of the driveway north of the easterly extension of the southern boundary of the Grantee's property, at their sole cost and expense.

Construction plans for any such modification shall be submitted to the Grantor and must meet the approval of the General Manager and Chief Executive Officer of City Light or their designee before construction.

2. Rights of Others. This Easement may be subject to the rights of others. Grantees are responsible for verifying that its use of the Easement Area will not abridge rights of others, if any.

3. Grantor's Reserved Rights. If Grantor anticipates the need to temporarily use any portion of the Easement Area for construction, maintenance, repair, or safety purposes, Grantor shall make reasonable efforts to notify Grantees in advance. However, in cases of emergency, no such advance notification shall be required. Grantees shall at no time interfere with Grantor's access to, egress from, or ability to traverse the Easement Area or Grantor's Property or allow such interference by their agents, lessees or assigns.

4. Additional Terms and Conditions. Grantees and their successors, agents, and assigns, hereby agree to the following additional terms and conditions:

4.1 The carport shall not be increased in footprint, area or height.

4.2 The Grantor will not be liable for any injury or damage to persons or property arising by reason of portions of the carport being permitted to remain within the Easement Area.

4.3 A minimum of thirty (30) feet of vertical clearance between any transmission conductor and the finished grade of any proposed improvement shall be maintained at all times. A minimum working clearance of twenty (20) feet from 115 kV lines shall be maintained at all times for personnel and machinery. Grantees, their agents, employees, subcontractors, lessees and assigns shall comply with all National Electric Safety Code (NESC), Washington Department of Labor and Industries, and federal Occupational Safety and Health Administration codes and clearances while engaging in any activity within the Easement Area.

4.4 Grantees shall not plant, place, or allow existing vegetation to exceed a height of twelve feet within the Easement Area. Grantees are not required to remove the existing cedar tree in the Easement Area, but Grantor reserves the right to trim or remove the existing cedar tree at its sole discretion if Grantor determines that it is necessary.

4.5 No vehicles, trailers, cranes, construction equipment or any other such equipment with a height or potential height of over twenty-five (25) feet shall be driven, pulled, pushed, operated or parked within the Easement Area.

4.6 No blasting or discharge of any explosives shall be permitted within one hundred fifty (150) feet of Grantor's facilities.

4.7 There shall be no storage, dumping, burying or transferring any hazardous substances, inoperable vehicles, chemicals, oils, fuels, flammable materials ("Hazardous Substances") or containers for said substances, within the Easement Area; provided that nothing herein shall prohibit the passage of vehicles containing or transporting Hazardous Substances across the Easement Area coincident to the ordinary and safe operation of said vehicles on Grantees' property. Grantees, their successors, agents, lessees, and assigns shall comply with all environmental laws of the State of Washington or any other governmental subdivision or agency having regulatory authority over Grantor's Property with respect to Grantees' use of the Easement Area.

4.8 Grantees, their successors and assigns, assume all risk of loss, damage or injury which may result from its use of the Easement Area, or the use of the Easement Area by its respective agents, employees, invitees, contractors, subcontractors, permittees or licensees. Grantees, their successors, and assigns agree to indemnify and hold harmless Grantor from all claims, actions, or damages of every kind and description, which may accrue from or be suffered by reason of Grantees', their successors', respective agents', employees', invitees', contractors', subcontractors', permittees', licensees', lessees' or sublessees' use of or presence in the Easement Area, the performance of any work in connection with its use, or the exercise of any rights granted in this Easement; 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, Grantees shall, upon notice of commencement of such action, defend Grantor at Grantees' sole cost and expense and will fully satisfy any judgment after the said suit shall have been finally determined, if adversely, to Grantor, except to the extent of the sole negligence of the Grantor, its agents, or representatives.

4.9 Without limiting Grantees' obligations pursuant to Paragraph 4.8 of this Easement, Grantees shall indemnify and defend Grantor from any claims, damages, or liabilities arising directly or indirectly from Hazardous Substances that are released or discharged by Grantees, their successors, or their respective agents, employees, invitees, contractors, subcontractors, permittees, licensees, lessees, or sublessees related to their operations, use of or presence in the Easement Area, the performance of any work in connection with use of the Easement Area, or the exercise of any right granted by this Easement. The term "Hazardous Substances" includes all substances that are regulated under the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Solid Waste Disposal Act (SWDA) as amended by the Resource Conservation and Recovery Act (RCRA), The Toxic

Substances Control Act (TSCA), and the Washington State Model Toxics Control Act (MTCA). The term "claims" related to released or discharged Hazardous Substances includes any claim that may be brought and any order that may be issued pursuant to one of the statutes listed above and associated regulations, and claims based upon common law causes of action for trespass, negligence, nuisance or other common law theories, claims for lost property value, claims for business losses, and claims for personal injuries arising from or related to Hazardous Substances.

4.10 Grantees shall at all times 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.

4.11 This agreement and all rights granted herein to Grantees shall automatically terminate in the event that Grantees default on the obligations or violates any term or condition set forth in this Easement, and such default is not fully cured following thirty (30) days written notice from the Grantor to Grantees.

5. Effective Date. This Easement shall become effective and binding upon execution by both parties hereto and recording of this Easement.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

Dated this _____ day of _____, 20____

GRANTOR:

CITY OF SEATTLE, a Washington municipal corporation
CITY LIGHT DEPARTMENT

By: _____

Printed Name: _____

Title: _____

GRANTEES:

By:

Acknowledged and accepted as to all conditions herein

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 20__, before me personally appeared Greg Sancewich, to me known to be the Real Estate Services Manager of SEATTLE CITY LIGHT, a department of THE CITY OF SEATTLE, the Washington municipal corporation that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and is authorized to execute said instrument on behalf of THE CITY OF SEATTLE.

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

Signature: _____
Print name: _____
Notary Public in and for the State of Washington
Residing at: _____
My commission expires: _____

(Notary Seal)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 20____, before me personally appeared Paul Michel, the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed said instrument as his 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.

(Notary Seal)

Signature: _____
Print name: _____
Notary Public in and for the State of Washington
Residing at: _____
My commission expires: _____

Exhibit "A"
Legal Description of Grantor's Property

All of Tract 44 of Wenzlers Echo Lake tracts, according to the plat thereof recorded in Volume 12 of Plats, Page 96, records of King County, Washington.

Situate in the County of King, State of Washington.

Exhibit "B"
Legal Description of Grantees' Property

That portion of Tract 57 of Wenzlers Echo Lake Tracts, according to the plat thereof recorded in Volume 12 of Plats, page 96, records of King County, Washington, lying Northerly of a line parallel with the Southerly line of said tract and intersecting a point 360.00 feet Northerly, measured on the Easterly line of said tract, from the Southeast corner thereof.

Situate in the County of King, State of Washington.

Exhibit "C"
Legal Description of Easement Area

THAT PORTION OF THE CITY OF SEATTLE'S P.N.T. TRANSMISSION LINE RIGHT-OF-WAY IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SEATTLE CITY LIGHT EASEMENT AGREEMENT, RECORDED UNDER RECORDING NUMBER 8801220476, AS SHOWN ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 398 OF SURVEYS, PAGES 089 THROUGH 100, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 15°51'07" EAST, 210.65 FEET ALONG THE EAST LINE OF LOT 57 OF WENTLER'S ECHO LAKE TRACTS AS RECORDED IN VOLUME 12 OF PLATS, PAGE 96, RECORDS OF SAID COUNTY;

THENCE NORTH 88°00'59" EAST, 11.68 FEET;

THENCE SOUTH 08°23'39" EAST, 10.07 FEET;

THENCE SOUTH 04°57'31" WEST, 11.68 FEET;

THENCE SOUTH 07°17'58" WEST, 8.03 FEET;

THENCE SOUTH 11°42'11" WEST, 9.10 FEET;

THENCE SOUTH 15°51'07" WEST, 171.38 FEET TO THE NORTH LINE OF SAID SEATTLE CITY LIGHT EASEMENT AGREEMENT;

THENCE NORTH 89°09'42" WEST ALONG SAID NORTH LINE, 20.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SAID EASEMENT AREA CONTAINS 3,965 SQUARE FEET, MORE OR LESS.

Exhibit "D" Depiction of Easement Area

