

CITY OF SEATTLE
ORDINANCE 126465
COUNCIL BILL 120218

..title

AN ORDINANCE relating to property at Sand Point; authorizing the Director of Housing to execute an easement agreement for a sanitary sewer main line with the University of Washington; authorizing related agreements and actions to support the development of cottages for people experiencing homelessness on a parcel owned by the City and leased to SP Cottages LLC; and ratifying and confirming certain prior acts.

..body

WHEREAS, The City of Seattle owns real property known as Sand Point Parcel 9 (“Property”), also known as King County Parcel 2409500021 and located at 6343 NE 65th Street, Seattle, Washington, with jurisdiction held by the Seattle Office of Housing; and

WHEREAS, pursuant to Ordinance 125931, the Office of Housing has entered into a lease with SP Cottages LLC (“Lease”) in order to facilitate the development and financing of cottages for people experiencing homelessness on Sand Point Parcel 9 (“Property”), as described in the Lease; and

WHEREAS, in order to reduce development costs, SP Cottages LLC is proposing to connect to an existing sanitary sewer line on property owned by the University of Washington adjacent to the Property; and

WHEREAS, the University of Washington is willing to grant an easement to the City to allow such a connection; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of Housing (“Director”) is authorized to execute, deliver, acknowledge, accept, record, perform, enforce, and administer on behalf of the City the Easement Agreement for Sanitary Sewer Main Line substantially in the form attached to this ordinance as Attachment 1, the Agreement to Grant Easement substantially in the form attached

1 to this ordinance as Attachment 2, as well as any other related agreements, and to take such other
2 actions as may be necessary or appropriate to facilitate the shared sewer line connection and to
3 implement the intent of this ordinance. The authority given to the Director in this ordinance may
4 be delegated to and exercised by the Director's designee.

5 Section 2. Any act consistent with the authority of this ordinance taken after its passage
6 and prior to its effective date is ratified and confirmed.

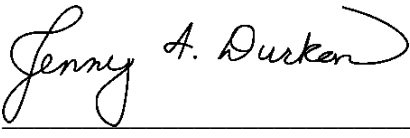
1 Section 3. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 15th day of November, 2021,
5 and signed by me in open session in authentication of its passage this 15th day of
6 November, 2021.

7 

8 President _____ of the City Council

9 Approved / returned unsigned / vetoed this 18th day of November, 2021.

10 

11 Jenny A. Durkan, Mayor

12 Filed by me this 18th day of November, 2021.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)

- 16 Attachments:
17 Attachment 1 - Easement Agreement for Sanitary Sewer Main Line
18 Attachment 2 - Agreement to Grant Easement

When recorded, return to:
 University of Washington
 Real Estate Office
 Campus Box 352210
 Seattle, WA 98195

Easement Agreement for Sanitary Sewer Main Line

Grantor:	Board of Regents of the University of Washington
Grantee:	City of Seattle
Abbreviated Legal Description of Grantor’s Property:	<p>Parcel 1: Blocks 1 & 2 of Correction Plat of Sand Point Homes, Volume 39, Page 4.</p> <p>Parcel 2: Those Portions of a Tract of land in Gilmore’s Addition and Evergreen Addition to the City of Seattle as recorded in Volume 32, Page 10 and Volume 12, Page 666, respectively.</p> <p>Full legal description on Exhibit A</p>
Abbreviated Legal Description of Grantee’s Property:	<p>EVERGREEN ADD PORTION EVERGREEN ADDITION TGW PORTION VACATED NE 65TH ST AS VACATED BY CITY OF SEATTLE ORD NO 71498 ALL BOUNDED BY FOLLOWING DESCRIPTION: BEGINNING AT SE CORNER BLK 2 SD EVERGREEN ADD TH N 00-48-49 W ON EAST LINE SD BLK 2 DISTANCE OF 239.39 FT TO NORTH LINE SD ADDITION, BEING SECTION LINE COMMON TO SECTIONS 2 & 11-25-04 TH N 89-35-06 W ON SD SECTION LINE 349.10 FT TH S 00-41-00 W 239.34 FT TO SOUTH LINE OF BLK 4 SD PLAT TH S 89-35-06 E ON SOUTH LINE BLKS 4, 3 & 2 SD PLAT 355.36 FT TO BEGINNING</p> <p>Full legal description on Exhibit B</p>
Tax Parcel No.:	7534800005; 2409500021

Reference Number of Related Documents:	N/A
---	-----

This EASEMENT AGREEMENT FOR SANITARY SEWER MAIN LINE (“**Agreement**”), is granted this ____ of _____, 2021, by the **BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON**, an institution of higher education and an agency of the State of Washington (the “**Grantor**”), to the **CITY OF SEATTLE**, a municipal corporation of the State of Washington (the “**Grantee**”).

WHEREAS, Grantee owns certain real property located at 6343 NE 65th Street, Seattle, Washington and legally described on the attached Exhibit B (the “**Grantee Property**”) and is entering into this Agreement in its proprietary capacity as the Grantee Property owner; and

WHEREAS, Grantor owns certain real property immediately adjacent to the Grantee Property, and legally described on the attached Exhibit A (the “**Grantor Property**”).

NOW, THEREFORE, the parties agree as follows:

1. Easement. Grantor hereby grants to Grantee, for the benefit of the Grantee Property, a non-exclusive, easement (“**Easement**”) over, under, across and upon the land described in Exhibit C and shown in Exhibit D (“**Easement Area**”), for the purposes of installing, constructing, operating, maintaining, removing, repairing and connecting a new sewer line (“**Grantee’s Connecting Line**”) to Grantor’s existing sanitary sewer main line (“**Shared Line**”), together with the right of ingress and egress across the Grantor Property adjacent thereto as necessary to conduct any of the activities and uses set forth herein. This Easement is for a sewer line supporting a maximum of twenty-two (22) residential units and Grantee is specifically prohibited from adding additional units to Grantee’s Connecting Line and to the Share Line.

Grantee may permit the tenants or lessees of the Grantee Property to exercise the rights granted to it herein.

2. Compliance with Laws and Rules. Grantee shall at all times exercise its rights herein in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.
3. Grantee’s Use and Activities. Grantee shall exercise its rights under this Agreement so as to minimize or, when reasonably possible, avoid interference with Grantor’s use of the Grantor Property that is not inconsistent with or unreasonably interferes with the purpose of this Agreement. Grantee shall, at all times, conduct its activities on the Grantor Property so as to not unreasonably interfere with, obstruct or endanger Grantor’s operations or facilities. Grantee agrees to restore the Grantor Property to a condition at least as good as that which currently exists and Grantee shall remove all debris resulting from construction activities. If in the future Grantor requires additional sewer capacity for the Grantor Property and the Shared Line is not sufficient, Grantee will either install its own sanitary sewer main line or pay Grantor the cost for adding sanitary sewer line capacity for the

Grantor Property, or this easement may be revoked by the Grantor with 180 days advance notice.

4. Repairs and Maintenance. Except as provided in this Agreement, Grantee shall maintain, at its sole cost, Grantee's Connecting Line and the connection to the Shared Line in good, safe and clean condition. In connection with Grantee's obligations set forth above, all repairs and maintenance necessary to keep Grantee's Connecting Line and the connection to the Shared Line in a good, safe and usable condition and in compliance with all laws, rules and regulations shall be done reasonably promptly by Grantee, at Grantee's expense. Grantor shall have no obligation to repair or maintain any part of Grantee's Connecting Line or the connection to the Shared Line nor to reimburse Grantee for the costs of any such repairs or maintenance undertaken by Grantee. Grantor shall repair, maintain and replace the Shared Line until the Shared Line reaches the lift station, provided that Grantor shall be responsible for 90% of such repair, maintenance and replacement costs and Grantee shall be responsible for 10% of such repair, maintenance and replacement costs (which the parties agree is a reasonable allocation based upon anticipated use of the Shared Line by the parties). Except in cases of emergency, Grantor shall give prior notice to and consult with Grantee prior to conducting any repair, maintenance or replacement costs exceeding \$5,000 and the parties shall work collaboratively to minimize the costs and disruption associated with any repair, maintenance or replacement activities.
5. Amendment. This Agreement can only be amended, modified or terminated by an instrument in writing signed by both parties.
6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any litigation arising out of, or in connection with this conveyance, shall be conducted in King County, Washington.
7. Counterparts. This Agreement may be signed in counterparts.
8. Reversion. In the event Grantee fails to use, or ceases to use the Easement for the purposes herein specified for a period of one (1) year, the Easement and all of Grantee's rights hereunder shall terminate and revert to Grantor, and its successors and assigns.
9. Indemnity. Each party to this Agreement shall be responsible for injury to persons or property resulting from negligence on the part of itself, its employees, its agents, or its officers, provided, this Agreement is not intended to create any right of action in any third party against any party to this Agreement. Grantee shall indemnify, defend, protect and hold Grantor harmless from and against any and all damages, losses, costs, expenses (including attorney's fees) and liabilities arising from Grantee's use of the Easement or connection of its sewer line to Grantor's main sewer line.
10. Runs with the Land. This Agreement shall run with the land and shall be binding on the parties, their successors and assigns.

GRANTOR:

BOARD OF REGENTS OF
THE UNIVERSITY OF WASHINGTON

By: _____
Name: Jeanette Henderson
Title: Executive Director of Real Estate

GRANTEE:

CITY OF SEATTLE

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____ 2021, before me personally appeared **Jeanette L. Henderson**, to me known as the **Executive Director of Real Estate of the University of Washington**, who on oath stated that she was authorized to execute this instrument and acknowledged it to be the free and voluntary act and deed of said University of Washington as approved by the **BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON**, a state institution of higher education and an agency of the state of Washington, for the uses and purposes mentioned in the instrument.

Signature: _____
Printed Name: _____
Notary Public in and for the State of Washington
Residing at: _____
My Commission expires on: _____

This notarial act involved the use of communication technology.

STATE OF WASHINGTON)
COUNTY OF _____)

On this ____ day of _____, 2021, before me personally appeared _____, to me known as the _____ **of the Office of Housing**, who on oath stated that she was authorized to execute this instrument and acknowledged it to be the free and voluntary act and deed of said City of Seattle as approved by the **City of Seattle**, a municipal corporation of the State of Washington, for the uses and purposes mentioned in the instrument.

Signature: _____
Print Name: _____
Notary Public in and for the State of Washington
Residing at: _____
My Commission expires on: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE GRANTOR PROPERTY

PARCEL 1:

Legal Description – Sand Point Homes and Sand Point Addition

BLOCKS 1 AND 2 OF CORRECTION PLAT OF SAND POINT HOMES, AS PER PLAT RECORDED IN VOLUME 39 OF PLATS, PAGE 4, RECORDS OF KING COUNTY;
SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

PARCEL 2:

Legal Description – Navy Surplus Parcel

THOSE PORTIONS OF A TRACT OF LAND IN GILMORE’S ADDITION AND EVERGREEN ADDITION TO THE CITY OF SEATTLE, AS PER PLAT RECORDED IN VOLUME 32 OF PLATS, PAGE 10 AND VOLUME 12 OF PLATS, PAGE 66, RESPECTIVELY, RECORDS OF KING COUNTY, SAID TRACT BEING ACQUIRED BY THE WAR DEPARTMENT THROUGH CIVIL ACTION 388, TOGETHER WITH THOSE PORTIONS OF VACATED NE 65TH STREET AND 63RD AVE N E IN SAID ADDITIONS AS VACATED BY VACATION ORDINANCE NO 71498, BOUNDED BY THE FOLLOWING DESCRIPTIONS

BEGINNING AT THE SE CORNER OF BLOCK 1 IN SAID GILMORE’S ADDITION; THENCE NORTH 89°35'06" WEST ON THE SOUTH LINE OF SAID BLOCK 1, A DISTANCE OF 299.88 FEET TO THE SW CORNER OF SAID BLOCK 1, THENCE NORTH 42°03'59" EAST A DISTANCE OF 320 31 FEET TO THE NORTH LINE OF SAID GILMORE’S ADDITION, BEING THE SAME AS THE SECTION LINE COMMON TO SECTION 2 AND 11, TOWNSHIP 25 NORTH, RANGE 4 EAST, W M ; THENCE SOUTH 89°35'06" EAST ON SAID SECTION LINE A DISTANCE OF 81 87 FEET TO THE NE CORNER OF SAID BLOCK 1, THENCE SOUTH 00°48'49" EAST ON THE EAST LINE OF SAID BLOCK 1, A DISTANCE OF 239 39 FEET TO THE POINT OF BEGINNING, EXCEPT THE NORTH 20.00 FEET THEREOF,

TOGETHER WITH

BEGINNING AT THE SW CORNER OF BLOCK 6 IN SAID EVERGREEN ADDITION; THENCE NORTH 00°48'49" WEST ON THE WEST LINE OF SAID ADDITION A DISTANCE OF 239.39 FEET TO THE NORTH LINE OF SAID ADDITION, BEING THE SAME AS THE SECTION LINE COMMON TO SECTIONS 2 AND 11, TOWNSHIP 25 NORTH, RANGE 4 EAST W M., THENCE SOUTH 89°35'06" EAST ON SAID SECTION LINE A DISTANCE OF 198 15 FEET, THENCE SOUTH 17°27'07" EAST, A DISTANCE OF 251 47 FEET TO THE SOUTH LINE OF BLOCK 5 IN SAID ADDITION, THENCE NORTH 89°35'06" WEST ON THE SOUTH LINE OF BLOCKS 5 AND 6 IN SAID ADDITION, A DISTANCE OF 270 17 FEET TO THE POINT OF BEGINNING;
EXCEPT THE NORTH 20 00 FEET THEREOF,

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

EXHIBIT B

LEGAL DESCRIPTION OF THE GRANTEE PROPERTY

THAT PORTION OF EVERGREEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 66, IN KING COUNTY, WASHINGTON, SAID TRACT BEING ACQUIRED BY THE WAR DEPARTMENT THROUGH KING COUNTY SUPERIOR COURT CAUSE NUMBER 388, AND TOGETHER WITH THAT PORTION OF VACATED NORTHEAST 65TH STREET AND UNNAMED STREET IN SAID ADDITIONS AS VACATED BY CITY OF SEATTLE ORDINANCE NUMBER 71498, BOUNDED BY THE FOLLOWING DESCRIPTION, WHICH ATTACHES BY OPERATION OF LAW:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 2 OF SAID EVERGREEN ADDITION;
THENCE NORTH 00°48'49" WEST ON THE EAST LINE OF SAID BLOCK 2, A DISTANCE OF 239.39 FEET TO THE NORTH LINE OF SAID ADDITION, BEING THE SAME AS THE SECTION LINE COMMON TO SECTIONS 2 AND 11, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY WASHINGTON;
THENCE NORTH 89°35'06" WEST ON SAID SECTION LINE A DISTANCE OF 349.10 FEET;
THENCE SOUTH 00°41'00" WEST DISTANCE OF 239.34 FEET TO THE SOUTH LINE OF BLOCK 4 IN SAID ADDITION;
THENCE SOUTH 89°35'06" EAST ON THE SOUTH LINE OF BLOCKS 4, 3 AND 2 IN SAID ADDITION, A DISTANCE OF 355.36 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

LEGAL DESCRIPTION OF EASEMENT AREA

THAT PORTION OF BLOCK 1, CORRECTION PLAT OF SAND POINT HOMES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 39 OF PLATS, PAGE 4, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M.;

THENCE NORTH 88°26'52" WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, SAID LINE BEING THE NORTH LINE OF SAID BLOCK 1, A DISTANCE OF 38.50 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88°26'52" WEST 139.14 FEET TO THE WEST LINE OF SAID BLOCK 1;

THENCE SOUTH 00°23'38" WEST, ALONG SAID LINE, A DISTANCE OF 80.02 FEET;

THENCE SOUTH 88°26'52" EAST 15.00 FEET TO A LINE 15.00 FEET EASTERLY OF AND PARALLEL TO SAID WEST LINE;

THENCE NORTH 00°23'38" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 63.01 FEET TO A POINT 17.00 FEET SOUTHERLY OF AND PARALLEL TO SAID NORTH LINE;

THENCE SOUTH 88°26'52" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 123.00 FEET;

THENCE SOUTH 67°56'09" EAST 36.39 FEET;

THENCE NORTH 22°15'48" EAST 15.59 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 67°05'47" WEST 41.66 FEET TO THE POINT OF BEGINNING;

CONTAINING 3,920 SQUARE FEET, MORE OR LESS.

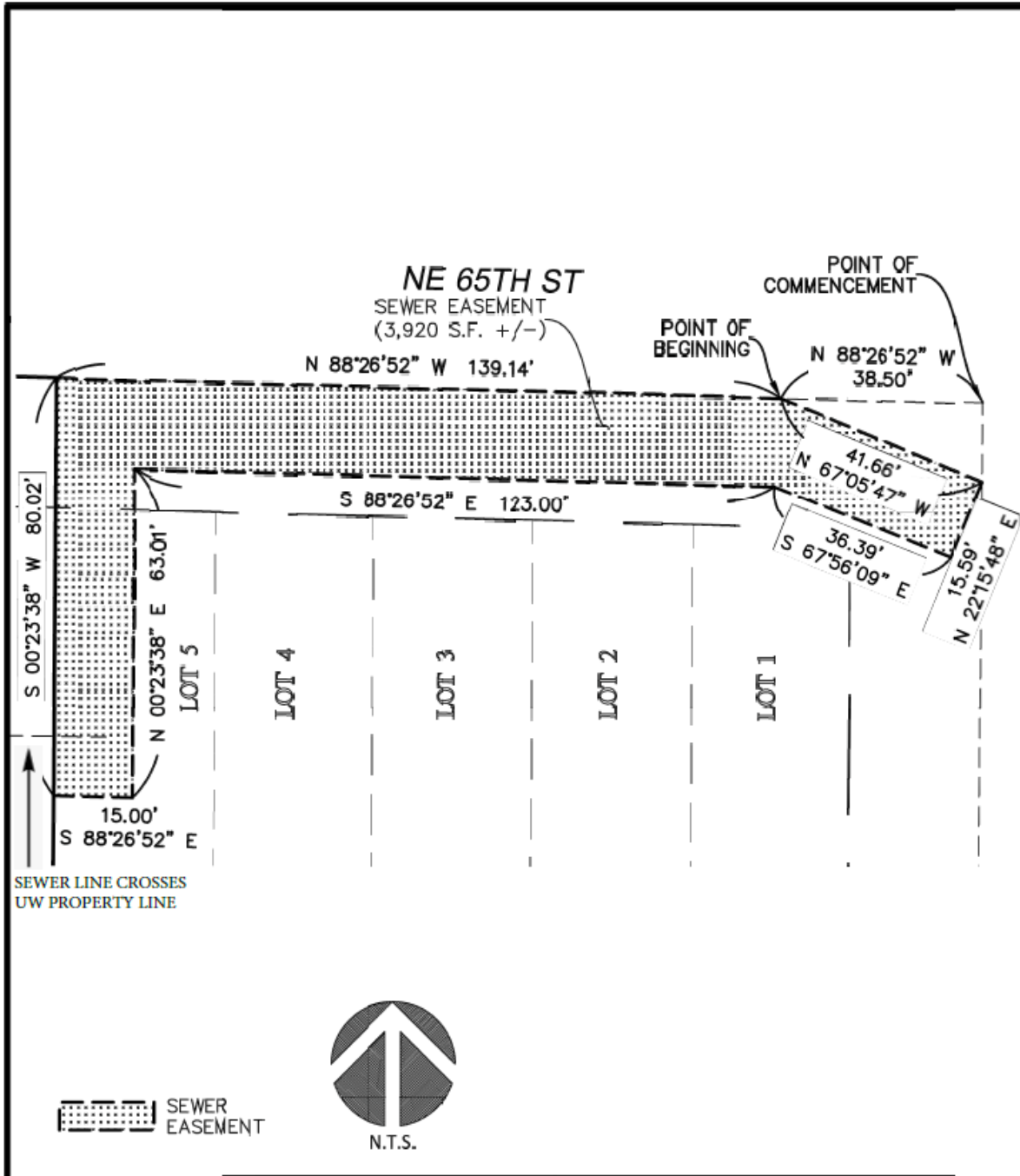


JOB NO. 191143

EXHIBIT D

DEPICTION OF EASEMENT AREA

FOR ILLUSTRATIVE PURPOSES ONLY



AGREEMENT TO GRANT EASEMENT

This AGREEMENT TO GRANT EASEMENT (“**Agreement**”), is dated as of _____, 2021, and is made by and among **CITY OF SEATTLE**, a Washington municipal corporation (“**City**”), **SP COTTAGES LLC**, a Washington limited liability company (“**Lessee**”), and **BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON**, an institution of higher education and an agency of the State of Washington (“**University**”).

WHEREAS, City owns certain real property located at 6343 NE 65th Street, Seattle, Washington (the “**City Property**”) and is entering into this Agreement in its proprietary capacity as the owner of the City Property;

WHEREAS, University owns certain real property immediately adjacent to the City Property (the “**University Property**”);

WHEREAS, City has leased the City Property to Lessee, pursuant to that certain ground lease dated January 7, 2020 (the “**Ground Lease**”), and Lessee is developing a cottage community on the City Property (the “**Project**”);

WHEREAS, in connection with the Project, Lessee desires to construct, install, and maintain certain underground sewer lines and related improvements (the “**Sewer Improvements**”) over, under, upon and across a portion of the University Property;

WHEREAS, University is willing to grant a sewer easement on the terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows:

1. Grant of Easement. Simultaneously herewith, University will grant City a sewer easement (the “**Easement**”) for purposes of the construction, installation, maintenance, repair, and replacement of the Sewer Improvements, in the form attached hereto as Exhibit A.

2. Payment to University. University agrees that Lessee may promptly record the Easement. Lessee will be responsible for all costs of recording the Easement. Prior to the recording of the Easement, Lessee shall pay to University the amount of \$10,000.

3. Costs. Lessee shall bear and properly pay all costs and expenses associated with installing the Sewer Improvements and connecting to University’s sanitary sewer main line located on the UNIVERSITY Property as well as all other City costs under the Easement, including but not limited to any share of the repair, maintenance and replacement costs of the University’s sanitary sewer main.

4. Indemnification. Lessee hereby agrees to be responsible for injury to persons or property resulting from negligence on the part of Lessee, its employees, its agents, or its officers, in connection with Lessee’s installation, maintenance, repair and use of the Easement; provided, this Agreement is not intended to create any right of action in any third party against any party to this Agreement. Lessee shall indemnify, protect, defend and hold University and City harmless from and against any and all damages, losses, costs, expenses (including attorney’s fees) and liabilities arising from Lessee’s installation,

maintenance, repair or use of the Easement or connection of the Sewer Improvements to University's main sewer line.

5. Termination. This Agreement shall automatically terminate upon the expiration or termination of the Ground Lease, and/or the terms of the Easement Agreement for Sanitary Sewer Main Line and upon such termination, the parties hereto shall have no further rights or obligations under this Agreement.

6. Miscellaneous Provisions. This Agreement shall inure to the benefit of and shall be binding upon the respective heirs, successors, personal representatives and assigns of the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action brought upon this Agreement shall be in the Superior Court for King County, Washington. Time shall be of the essence as to this Agreement. This Agreement may be executed in one or more counterparts.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth above.

CITY:

CITY OF SEATTLE

By: _____
Name: _____
Title: _____

UNIVERSITY:

BOARD OF REGENTS OF THE
UNIVERSITY OF WASHINGTON

By: _____
Jeanette Henderson
Executive Director of Real Estate

LESSEE:

SP COTTAGES LLC

By: Low Income Housing Institute (LIHI)
Its: Manager

By: _____
Sharon H. Lee
Executive Director

EXHIBIT A

FORM OF SEWER EASEMENT

(See Attachment 1 to this ordinance)