



# SEATTLE CITY COUNCIL

## Legislative Summary

CB 119285

Record No.: CB 119285

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125607

In Control: City Clerk

File Created: 05/29/2018

Final Action: 06/29/2018

**Title:** AN ORDINANCE relating to the Washington State Convention Center facility addition; authorizing the Director of the Seattle Department of Transportation to acquire, accept, and record, on behalf of The City of Seattle, a temporary right of way easement with the Washington State Convention Center, Public Facilities District for the temporary reroute of Olive Way during construction of the new convention center facility; placing the easement under the jurisdiction of the Seattle Department of Transportation; and ratifying and confirming certain prior acts.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: O'Brien

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att A – Temporary Right of Way Easement, Mayor's Letter on Returning Bill Unsigned 119285

Drafter: gretchen.haydel@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

Yes

No

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	06/05/2018	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	06/05/2018	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
	Notes:						
1	Council President's Office	06/06/2018	sent for review	Sustainability and Transportation Committee			
	Action Text: The Council Bill (CB) was sent for review. to the Sustainability and Transportation Committee						
	Notes:						

- 1 City Council 06/18/2018 referred Sustainability and Transportation Committee
- 1 Sustainability and Transportation Committee 06/19/2018 pass Pass  
**Action Text:** The Committee recommends that City Council pass the Council Bill (CB).  
In Favor: 3 Chair O'Brien, Vice Chair Johnson, Member Sawant  
Opposed: 0
- 1 City Council 06/25/2018 passed Pass  
**Action Text:** The Council Bill (CB) was passed by the following vote, and the President signed the Bill:  
**Notes:**  
In Favor: 8 Councilmember Bagshaw, Councilmember González , Council President Harrell, Councilmember Johnson, Councilmember Juarez, Councilmember Mosqueda, Councilmember O'Brien, Councilmember Sawant  
Opposed: 0
- 1 City Clerk 06/27/2018 submitted for Mayor's signature Mayor
- 1 Mayor 06/29/2018 returned unsigned  
**Action Text:** The Council Bill (CB) was returned unsigned.  
**Notes:**
- 1 Mayor 06/29/2018 returned City Clerk  
**Action Text:** The Council Bill (CB) was returned. to the City Clerk  
**Notes:**
- 1 City Clerk 06/29/2018 attested by City Clerk  
**Action Text:** The Ordinance (Ord) was attested by City Clerk.  
**Notes:**
-

CITY OF SEATTLE

ORDINANCE 125607

COUNCIL BILL 119285

AN ORDINANCE relating to the Washington State Convention Center facility addition; authorizing the Director of the Seattle Department of Transportation to acquire, accept, and record, on behalf of The City of Seattle, a temporary right of way easement with the Washington State Convention Center, Public Facilities District for the temporary reroute of Olive Way during construction of the new convention center facility; placing the easement under the jurisdiction of the Seattle Department of Transportation; and ratifying and confirming certain prior acts.

WHEREAS, the Washington State Convention Center (“WSCC”) petitioned The City of Seattle (“City”) to vacate a subterranean portion of Olive Way, and a full vacation of a portion of Terry Avenue and three existing alleys (“Vacations”), as part of the Washington State Convention Center’s new facility (“WSCC Addition” or “Site A”), residential tower (“Site B”), and office tower additions (“Site C”), as more particularly described in the vacation petition to the City, Clerk File 314338 (“Petition”); and

WHEREAS, the WSCC Addition includes an exhibit hall and a loading dock (“New Amenities”) that will extend below grade from Site A, beneath Olive Way, Terry Avenue, Site B, and Site C; and

WHEREAS, the construction of the New Amenities will require the temporary removal of a portion of Olive Way; and

WHEREAS, to mitigate this, WSCC will reroute Olive Way (“Temporary Reroute”) across its property, Site B and Site C, as well as Terry Avenue and two of the three alleys being vacated; and

WHEREAS, WSCC is granting a temporary right of way easement to the City (“Easement Agreement”) for street purposes to accomplish the Temporary Reroute; and

1 WHEREAS, once executed, the Easement Agreement will be recorded with the King County  
2 Recorder's Office; and

3 WHEREAS, upon successful completion of the conditions set forth in the Easement Agreement,  
4 including reestablishing the permanent location of Olive Way, the Easement Agreement  
5 will be terminated and the termination notice will be recorded with the King County  
6 Recorder's Office; and

7 WHEREAS, the Vacations are conditioned, in part, to the Temporary Reroute to facilitate  
8 construction of the New Amenities; NOW, THEREFORE,

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

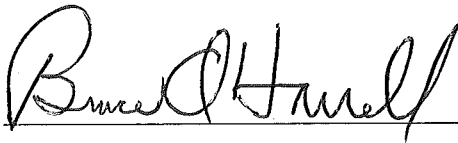
10 Section 1. The Director of the Seattle Department of Transportation ("Director"), or the  
11 Director's designee, is authorized to acquire, accept, and record, on behalf of the City, the  
12 Temporary Right of Way Easement ("Easement Agreement") with the Washington State  
13 Convention Center, Public Facilities District, in substantially the form attached as Attachment A  
14 to this ordinance, to temporarily reroute a portion of Olive Way during construction of the  
15 Washington State Convention Center's new facility, and the real property interests conveyed  
16 therein are placed under the jurisdiction of the Seattle Department of Transportation.

17 Section 2. The Director, or the Director's designee, is authorized to terminate the  
18 Easement Agreement upon the terms provided therein, and to take any other actions reasonably  
19 necessary to terminate the Easement Agreement or reservation of rights, including executing a  
20 release of easement, and to record the same.

21 Section 3. Any act consistent with the authority of this ordinance taken prior to its  
22 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 25<sup>th</sup> day of June, 2018,  
5 and signed by me in open session in authentication of its passage this 25<sup>th</sup> day of  
6 June, 2018.

7 

8 President \_\_\_\_\_ of the City Council

9 Approved by me this \_\_\_\_\_ day of ~~Returned Unsigned~~ 2018.

~~by Mayor~~

10 \_\_\_\_\_

11 Jenny A. Durkan, Mayor

12 Filed by me this 29<sup>th</sup> day of June, 2018.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)

16  
17  
18  
19  
20  
21 Attachments:  
22 Attachment A – Temporary Right of Way Easement

*When Recorded, Return to:*  
**HILLIS CLARK MARTIN & PETERSON P.S.**  
Attn: Ryan Durkan  
999 Third Avenue, Suite 4600  
Seattle, WA 98104

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**TEMPORARY RIGHT OF WAY EASEMENT**

<b>Grantor:</b>	<u>Washington State Convention Center</u>
<b>Grantee:</b>	<u>City of Seattle</u>
<b>Legal Description (Official on Exhibit A):</b>	<u></u>
<b>Assessor's Tax Parcel ID #:</b>	<u></u>
<b>Reference Nos. of Documents Released or Assigned:</b>	<u>N/A</u>

THIS GRANT OF TEMPORARY RIGHT OF WAY EASEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the WASHINGTON STATE CONVENTION CENTER, PUBLIC FACILITIES DISTRICT (“WSCC” herein), to the CITY OF SEATTLE, a municipal corporation (the “City” herein).

WHEREAS, WSCC is proposing a new convention center facility (“WSCC Addition”). The WSCC Addition will be located on the site bounded by Pine Street, 9th Avenue, Olive Way, and Boren Avenue (“Site A”). Two additional development sites exist north of Site A. A residential tower is proposed on the site bounded by Olive Way, 9th Avenue, Howell Street, and Terry Avenue (“Site B”). An office tower is proposed on the site bounded by Olive Way, Terry Avenue, Howell Street, and Boren Avenue (“Site C”).

WHEREAS, WSCC is seeking a subterranean vacation of Olive Way and Terry Avenue and a full vacation of the three existing alleys on Site A, Site B, and Site C under

Clerk File 314338. Final vacation will occur by City Council ordinance after construction of the WSCC Addition and the developments on Site B and Site C.

WHEREAS, an exhibit hall and the loading dock for the WSCC Addition will extend below-grade from Site A, beneath Olive Way, beneath Terry Avenue, and beneath Site B and Site C.

WHEREAS, construction of the exhibit hall and loading dock under Olive Way will require temporary removal of Olive Way. As mitigation for removing Olive Way, WSCC agrees to temporarily move Olive Way across Site B and Site C (“Temporary Olive Way Reroute”). The Temporary Olive Way Reroute will cross WSCC property on Site B and Site C (the “Easement Area”). The Temporary Olive Way Reroute will also cross the Site B alley, the Site C alley, and Terry Avenue.

WHEREAS, the Temporary Olive Way Reroute will be in place while the WSCC Addition loading dock is constructed beneath the permanent location of Olive Way, permanent Olive Way is rebuilt on top of the WSCC Addition loading dock, (collectively, the “Olive Way Construction Work”), and traffic can be redirected back onto Olive Way.

WHEREAS, the Temporary Olive Way Reroute will be reviewed and approved by the City of Seattle and the Director of SDOT through a Construction Management Plan. WSCC is solely responsible for obtaining any and all necessary permits, including but not limited to a grading permit, street use permit(s) for the portion of the Temporary Olive Way Reroute that crosses Terry Avenue and the alleys, and construction permit(s).

WHEREAS, WSCC and the City desire to enter into this Temporary Right of Way Easement (the “Easement”) to temporarily reroute Olive Way across Site B and Site C.

NOW THEREFORE,

1. WSCC hereby grants to the City this Easement to the portion of the “Temporary Right of Way Area” that crosses WSCC property, as described in Exhibit A, and generally depicted on Exhibit B, for street purposes during the Olive Way Construction Work. WSCC shall provide notice to the Director of the Seattle Department of Transportation (“SDOT”) thirty (30) days in advance of commencing the Olive Way Construction Work, which shall also be the commencement date of the term of this Easement. WSCC shall provide notice to the Director of SDOT ten (10) days in advance of completing the Olive Way Construction Work.

2. The Easement granted herein shall remain in place until terminated. The Easement will terminate only: (1) upon the satisfactory completion of the Olive Way Construction Work, as set forth in a written notice from WSCC to the Director of SDOT that the permanent location of Olive Way has been reestablished for vehicular use; and (2) upon approval from the director of SDOT that all work complies with City standards. At that time, traffic shall be rerouted back onto the permanent location of Olive Way.

3. All notices, requests and other communications provided under this Easement shall be in writing by certified U.S. Mail and return receipt requested. The following contact information shall be used, provided each entity shall have the duty to notify the others of any change in such contact information:

- a. Washington State Convention Center  
c/o Pine Street Group L.L.C.  
1500 Fourth Avenue, Suite 600  
Seattle 98101  
Telephone (206) 340-9897
  
- b. City of Seattle  
Director of the Seattle Department of Transportation  
PO Box 34996  
700 5<sup>th</sup> Avenue, Suite 2300  
Seattle, WA 98124  
Telephone (206) 684-5283

4. This Easement is granted, upon the understanding that: Subject to the terms and conditions of this agreement, WSCC shall use all reasonable diligent and timely efforts to complete all work under this easement. WSCC shall be solely responsible for construction, maintenance, repair, and removal of the Temporary Olive Way Reroute and the subsequent reconstruction of Olive Way in the same or better condition. All work must be done to city standard specifications and is subject to the approval of the Director of SDOT. WSCC shall not impede vehicular traffic on the Temporary Olive Way Reroute at any time unless a traffic control plan is submitted and approved by SDOT, except as necessary to reroute to the temporary easement area and to reroute back to Olive Way and the end of the project. WSCC may not move any utilities from Olive Way without the prior written consent of the Director of SDOT, except those utilities identified in Exhibit C

5. WSCC shall keep and maintain all improvements installed by WSCC in good order and repair, and in a safe condition as required by SDOT. WSCC shall make any



additions, repairs, alterations, maintenance, replacements or changes to the Easement Area and the improvements thereon that SDOT requires because of the Temporary Olive Way Reroute at WSCC's sole expense. This Easement does not obligate the City to make any alterations, maintenance, replacements, or repairs in, on, or about the Easement Area.

6. All work must also conform to the plans attached as Exhibit D. WSCC shall notify SDOT in writing of any reasonably anticipated adjustments to the work described.

7. This Easement does not affect WSCC's rights to the Easement Area, including but not limited to: Floor Area Ratio ("FAR"), existing or future air rights, surface rights and sub-surface rights and uses, except as provided herein and as would be customary and incidental to the rights granted to the City herein for all uses incident to a city right of way, of the Temporary Right of Way Area or customary and incidental to subsurface street repair or utility repair. The City acknowledges that below-grade construction activities will occur during the term of this Easement according to the WSCC Addition project plans;

8. The City may alter existing automobile and pedestrian traffic patterns; install, modify or remove utilities if necessary due to a breach of this agreement.

9. In case of emergency, or nonperformance by WSCC, the City may, to the extent necessary, substantially alter existing automobile and pedestrian traffic patterns; install, modify or remove utilities; or make any other substantial changes or approve any substantial changes in the use made of the Temporary Right of Way Area without obtaining prior consent from WSCC, but the City must notify WSCC in writing and by phone regarding the emergency use of the Temporary Right of Way Area as soon as reasonably possible. Such emergency change shall be considered temporary in nature. WSCC will be responsible for any costs incurred by the City under this section as a result of WSCC's nonperformance or breach of this agreement.

10. WSCC shall be responsible for obtaining all necessary Permits for the Project.

11. To the extent permitted by law, WSCC shall protect, indemnify and hold the City harmless from and against all claims, demands, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret arising out of the work performed under this Easement and Agreement, or WSCC's violation of any law, ordinance or regulation, or condition of any regulatory authorization or permit performed under this Easement Agreement, except for damages resulting from the sole negligence of the City. As to the City of Seattle, WSCC waives any immunity it may have under

RCW Title 51 or any other Worker’s compensation statutes. WSCC, or its construction contractor, shall at all times during the term of this Easement maintain continuously, at its own expense, insurance coverage and limits of liability as specified below:

Commercial General Liability insurance, including” premises/operations, products/completed operations, personal/advertising injury, contractual, independent contractors, stop gap/employers liability; with minimum limits of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage.

Automobile liability coverage insurance, including coverage for owned, non-owned, leased or hired vehicles with a minimum limit liability of \$1,000,000.

Worker’s compensation for industrial injury to WSCC employees in accordance with the provisions of RCW Title 51.

The City of Seattle shall be included as an additional insured under Commercial General Liability and Automobile Liability insurance for primary and non-contributory limits of liability related to the work performed under this Easement and Agreement.

12. Each Party will, in the performance of their obligations under this agreement, comply with all applicable laws.

13. No modification of this Easement Agreement is effective unless in writing and signed by the parties. Oral representations or statements do not bind either party.

14. All referenced exhibits are incorporated in this Easement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018

WASHINGTON STATE CONVENTION CENTER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

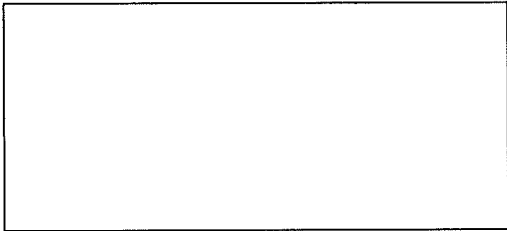
CITY OF SEATTLE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said \_\_\_\_\_, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_ day of \_\_\_\_\_, 2018.

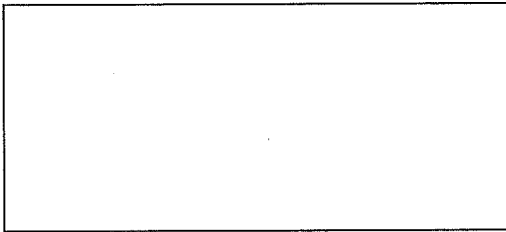


Printed Name \_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said \_\_\_\_\_, for the uses and purposes therein mentioned, and on oath stated he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_ day of \_\_\_\_\_, 2018.



Printed Name \_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



**EXHIBIT A**

**LEGAL DESCRIPTION OF TEMPORARY RIGHT OF WAY AREA**

TEMPORARY BLOCK 33 EASEMENT (SITE B)

THAT PORTION OF BLOCK 33, SECOND ADDITION TO THE TOWN OF SEATTLE AS LAID OFF BY THE HEIRS OF SARAH A. BELL (DECEASED), COMMONLY KNOWN AS HEIRS OF SARAH A. BELL'S 2<sup>ND</sup> ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 121, IN KING COUNTY, WASHINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT MEASURED AT RIGHT ANGLES 33.00 FEET EAST OF THE CENTERLINE OF 9<sup>TH</sup> AVENUE AND 33.00 FEET NORTH OF THE CENTERLINE OF OLIVE WAY, THENCE NORTH 30°37'19" WEST ALONG THE EAST MARGIN OF 9<sup>TH</sup> AVENUE, A DISTANCE OF 18.12 FEET;

THENCE LEAVING SAID EAST MARGIN NORTH 30°35'28" EAST, A DISTANCE OF 170.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 338.00 FEET;

THENCE EAST AND NORTH ALONG SAID CURVE AN ARC DISTANCE OF 44.61 FEET, THROUGH A CENTRAL ANGLE OF 7°33'43" TO THE SOUTH MARGIN OF HOWELL STREET;

THENCE NORTH 42°17'13" EAST ALONG SAID SOUTH MARGIN, A DISTANCE OF .69.63 FEET TO THE WEST MARGIN OF TERRY AVENUE;

THENCE SOUTH 30°36'00" EAST ALONG SAID WEST MARGIN, A DISTANCE OF 47.39 FEET TO THE BEGINNING OF NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 293.50 FEET AND A RADIAL BEARING OF SOUTH 41°35'16" EAST;

THENCE LEAVING SAID WEST MARGIN WEST AND SOUTH ALONG SAID CURVE AN ARC DISTANCE OF 91.29 FEET THROUGH A CENTRAL ANGLE OF 17°49'16";

THENCE SOUTH 30°35'28" WEST, A DISTANCE OF 126.79 FEET TO THE NORTH MARGIN OF OLIVE WAY;

THENCE SOUTH 59°24'54" WEST ALONG SAID SOUTH MARGIN, A DISTANCE OF 59.37 FEET TO THE POINT OF BEGINNING;

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

TEMPORARY BLOCK 43 EASEMENT (SITE C)

THAT PORTION OF BLOCK 43, SECOND ADDITION TO THE TOWN OF SEATTLE AS LAID OFF BY THE HEIRS OF SARAH A. BELL (DECEASED), COMMONLY KNOWN AS HEIRS OF SARAH A. BELL'S 2<sup>ND</sup> ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 121, IN KING COUNTY, WASHINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT MEASURED AT RIGHT ANGLES 33.00 FEET WEST OF THE CENTERLINE OF BOREN AVENUE AND 33.00 FEET NORTH OF THE CENTERLINE OF OLIVE WAY, THENCE SOUTH 59°23'02" WEST ALONG THE NORTH MARGIN OF OLIVE WAY, A DISTANCE OF 40.41 FEET;

THENCE LEAVING SAID NORTH MARGIN NORTH 82°35'02" WEST, A DISTANCE OF 57.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 293.50 FEET;

THENCE WEST AND NORTH ALONG SAID CURVE AN ARC DISTANCE OF 184.68 FEET, THROUGH A CENTRAL ANGLE OF 36°03'08" TO THE EAST MARGIN OF TERRY AVENUE;

THENCE NORTH 30°36'00" WEST ALONG SAID EAST MARGIN, A DISTANCE OF 49.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 343.25 FEET AND RADIAL BEARING OF SOUTH 28°55'15" WEST;

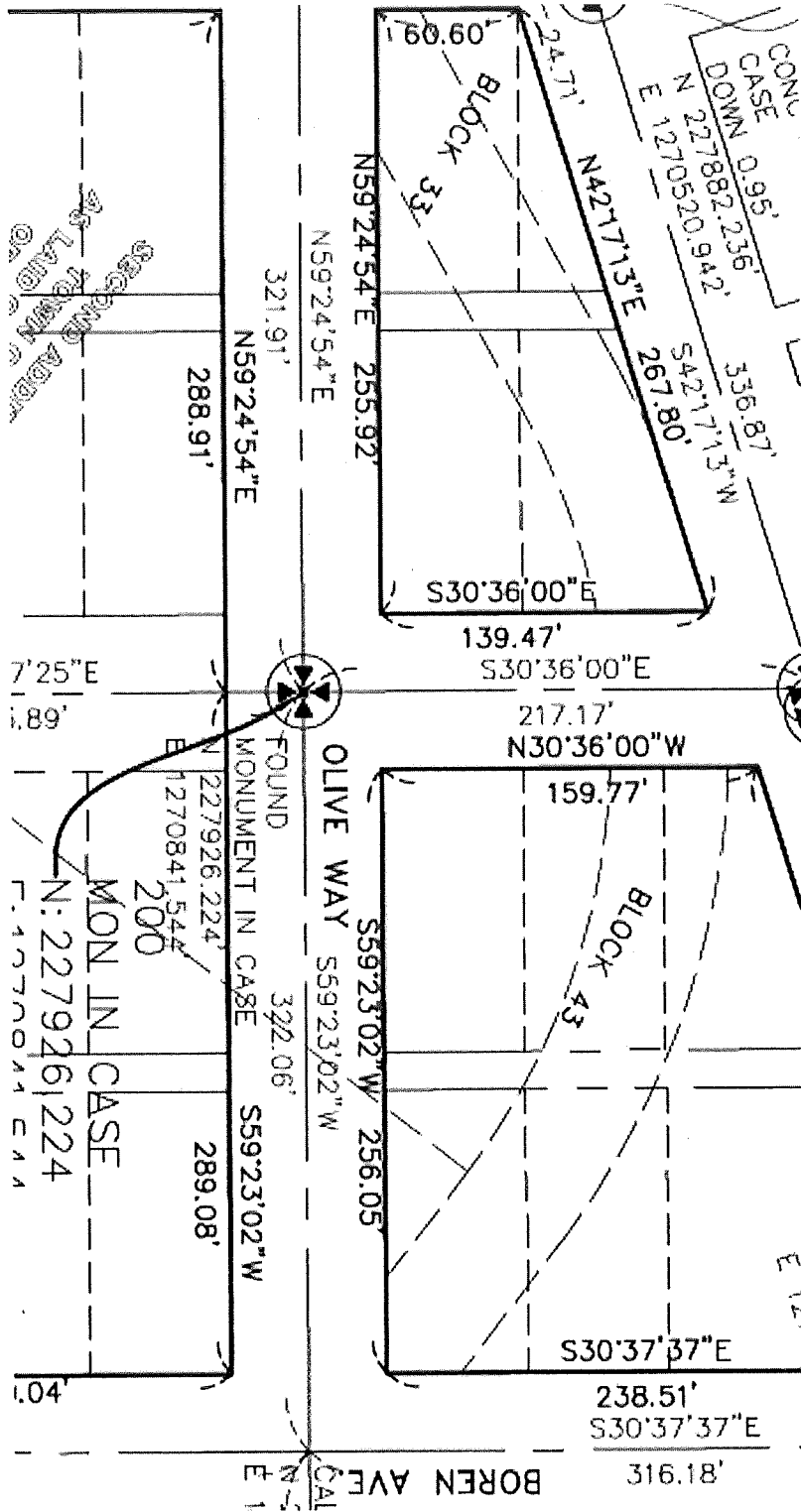
THENCE LEAVING SAID EAST MARGIN AND CONTINUING EAST AND SOUTH ALONG SAID CURVE AN ARC DISTANCE OF 217.69 FEET, THROUGH A CENTRAL ANGLE OF 36°20'13";

THENCE SOUTH 82°35'02" WEST, A DISTANCE OF 69.41 FEET TO THE WEST MARGIN OF BOREN AVENUE;

THENCE SOUTH 30°37'37" EAST ALONG SAID WEST MARGIN, A DISTANCE OF 31.56 FEET TO THE POINT OF BEGINNING;

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

**EXHIBIT B**  
**MAP OF TEMPORARY RIGHT OF WAY AREA**



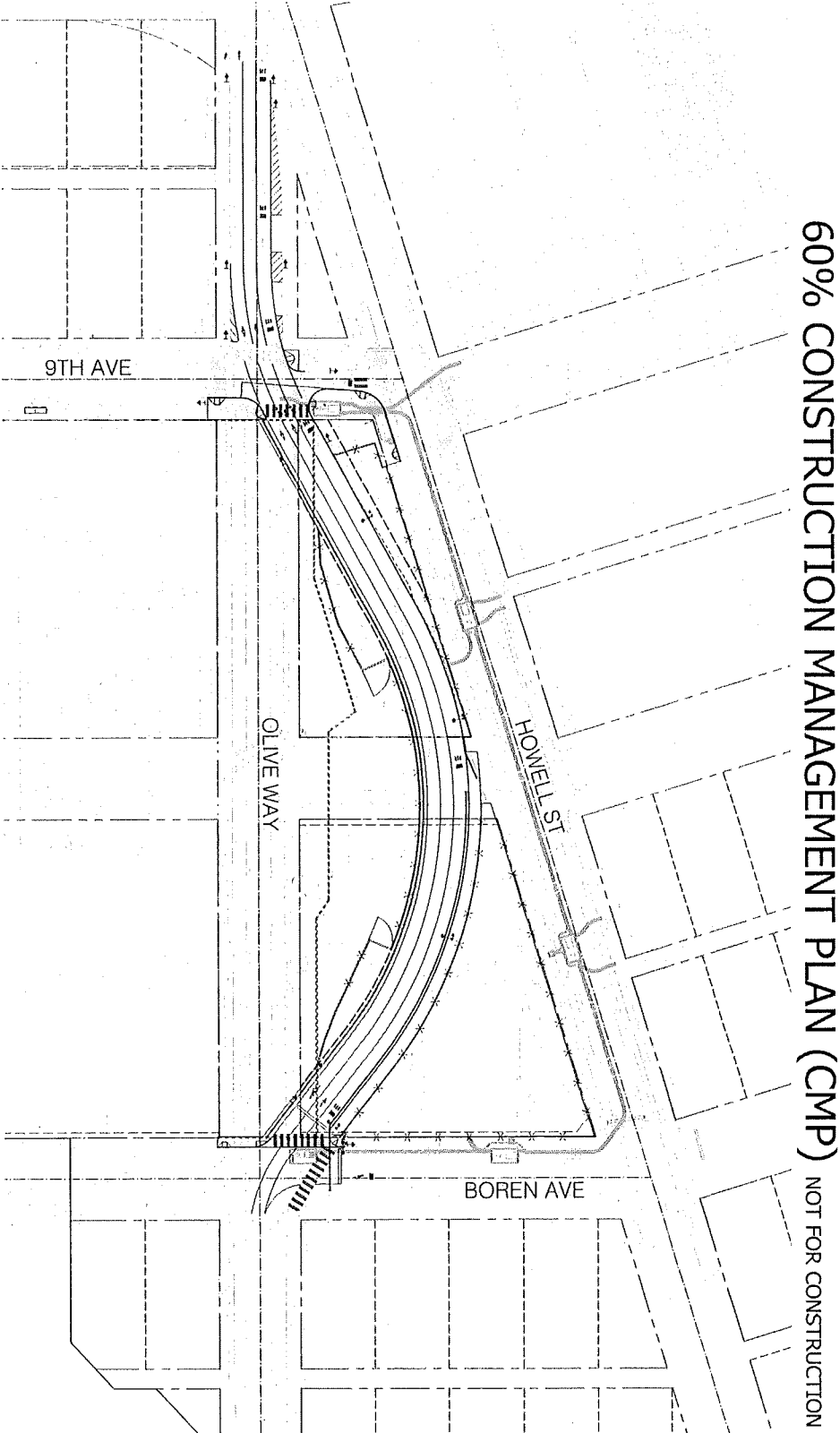
## EXHIBIT C

### LIST OF UTILITIES TO BE REMOVED AND/OR RELOCATED

- Street lights will be temporarily relocated to the temp Olive roadway and removed at the end. New street lights and conduit will be installed in Olive Way when it is rebuilt.
- An existing water line in Terry from the Howell to Olive and in Olive from Terry to Boren will be relocated under the temp Olive roadway from Terry/Howell to Boren/Olive. It will be removed at the end and reinstalled when Olive Way is rebuilt.
- Items to be removed are:
  - o (1) loop detector
  - o Water service to Construction trailer (likely just the meter is needed to be removed during this phase)
  - o Existing Strain pole w/ St. light & guy wires
  - o Monitoring well (C/L to confirm...on survey, but in the parking lot of the current construction trailers)
  - o 12" PSD manhole (conflicting pipe is removed under Howell UMP, MH may also be removed then or as needed for temp Olive road construction...C/L to confirm)
  - o SD Catch basin (east of Terry/9th alley)
  - o Monitoring well (east of Terry, C/L to confirm)
  - o SD Catch basin (survey says it is not found, C/L to confirm)



**EXHIBIT D - PLANS FOR TEMPORARY RIGHT OF WAY**





**City of Seattle**  
Mayor Jenny A. Durkan

June 29, 2018

Monica Martinez Simmons  
Seattle City Clerk  
600 4<sup>th</sup> Avenue, 3<sup>rd</sup> Floor  
Seattle, WA 98124

Dear Ms. Martinez Simmons,

The Mayor's Office is returning Council Bill 119285. This legislation accepts a temporary right of way easement that is necessary to temporarily reroute a portion of Olive Way during the construction of the Washington State Convention Center's facility expansion.

Pursuant to SMC 4.16.070.A.1.a., and to provide strict compliance with the Executive Director of the Seattle Ethics and Election Commission's interpretation of the Ethics Code, but without forfeiting any of the Powers and Duties granted to Mayor Durkan by the Charter of the City of Seattle, she has recused herself from participating this matter. Due to her recusal she will not be signing this Council Bill 119285.

By returning this legislation unsigned it will become law.

Sincerely,

Ian Warner  
Legal Counsel to the Mayor