

Ordinance No. 123811

Council Bill No. 117351

AN ORDINANCE relating to the NE 45<sup>th</sup> Street Viaduct project; authorizing the Director of the Seattle Department of Transportation to accept, on behalf of the City of Seattle, a Maintenance Easement and Agreement from the University of Washington for the purposes of accessing, maintaining, cleaning, repairing, reconstructing, and replacing a retaining wall supporting the west approach of the NE 45<sup>th</sup> Street Viaduct; placing the easement under the jurisdiction of the Seattle Department of Transportation; and ratifying and confirming prior acts.

Council Bill No. 117351

CF No. ~~117351~~

Date Introduced:	<u>Nov. 28, 2011</u>	
Date 1st Referred:	<u>Nov. 28, 2011</u>	
Date Re - Referred:	To: (committee) <u>Transportation</u>	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote: <u>8-0</u>	
Date Presented to Mayor:	Date Approved: <u>1.26.12</u>	
Date Returned to City Clerk:	Date Published:	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

# The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: *Alan Rasmussen*  
Councilmember

## Committee Action:

Jan. 10, 2012 Pass as Amended <sup>(BNS)</sup> 2 (Rasmussen, Hodden) - 0

Jan. 17, 2012 Full Council PASSED 8-0 (excused: Liata)

This file is complete and ready for presentation to Full Council. Committee: \_\_\_\_\_  
(initial/date)

*Law Department*

Law Dept. Review      OMP Review      City Clerk Review      Electronic Copy Loaded      Indexed

ORDINANCE 123811

AN ORDINANCE relating to the NE 45<sup>th</sup> Street Viaduct project; authorizing the Director of the Seattle Department of Transportation to accept, on behalf of the City of Seattle, a Maintenance Easement and Agreement from the University of Washington for the purposes of accessing, maintaining, cleaning, repairing, reconstructing, and replacing a retaining wall supporting the west approach of the NE 45<sup>th</sup> Street Viaduct; placing the easement under the jurisdiction of the Seattle Department of Transportation; and ratifying and confirming prior acts.

WHEREAS, the NE 45<sup>th</sup> Street Viaduct project (the "Project") is part of the City's Bridge Rehabilitation and Replacement project which is funded primarily from the "Bridging the Gap" levy voted on and passed by the citizens of Seattle in November of 2006 and provided for in the City of Seattle's 2011 Adopted Budget; and

WHEREAS, the NE 45<sup>th</sup> Street Viaduct (the "Viaduct"), located in the University District, provides a vital link between Interstate 5 and the Laurelhurst neighborhood, and provides east/west connections between the University of Washington, the University District, the University Village Shopping Center, Seattle Children's Hospital, and businesses along Sandpoint Way NE; and

WHEREAS, since the Viaduct was built in 1938, sections of it have been replaced and it has been retrofitted, but many sections no longer comply with current City of Seattle structural and seismic design standards, so that the Viaduct is nearing the end of its structural life; and

WHEREAS, the structurally deficient 468-foot west approach of the Viaduct needs to be replaced to maintain a safe and efficient travel corridor for vehicles, pedestrians, and bicycles; and

WHEREAS, the current phase of the Project consists of replacing the 468-foot west approach of the Viaduct and evaluating the east approach and main span for seismic retrofit needs, minimizing the need for long-term maintenance and short-term fixes; and

WHEREAS, to complete the Project and maintain the Viaduct, the Seattle Department of Transportation must obtain an easement from the University of Washington in order to access a retaining wall that supports the 468-foot west approach of the Viaduct; NOW, THEREFORE,

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



1 Section 1. The easement granted by the Board of Regents of the University of  
2 Washington to the City of Seattle, recorded under King County recording number  
3 20110829000852, and dated August 29, 2011, which is attached as Attachment A and  
4 incorporated into this ordinance, is accepted (~~(; and all prior actions taken by the Director of the~~  
5 ~~Seattle Department of Transportation or his designees in acquiring the easement are ratified and~~  
6 ~~confirmed~~)). The easement is granted for the purposes of accessing, maintaining, cleaning,  
7  
8 repairing, reconstructing and replacing a retaining wall structure supporting the west approach of  
9 the Viaduct and includes the right of ingress and egress. The easement area is the following-  
10 described real property:

11 That portion of the Northeast Quarter of the Northwest quarter of Section 16,  
12 Township 25 North, Range 4 East, W.M. lying south of the south margin of NE  
13 45<sup>th</sup> Street as established by Washington State Legislature, Chapter 81, Laws of  
14 1957, being a strip of land 15.00 feet in width described as follows;

15 Commencing at a survey monument in case marking the intersection of the  
16 monument lines of said NE 45<sup>th</sup> Street and 22nd Avenue NE from which the  
17 North Quarter Corner of said Section 16 bears South 88°51'04" East a distance of  
18 936.42 feet;

19 Thence South 10°35'50" West a distance of 56.93 feet to the south margin of said  
20 NE 45<sup>th</sup> Street and the POINT OF BEGINNING;

21 Thence North 86°28'57" East along said south margin a distance of 237.33 feet to  
22 the beginning of a non-tangent curve concave to the south from which the radius  
23 point for said curve bears South 03°51'02" East a distance of 485.00 feet;

24 Thence east along the arc of said curve and said south margin through a central  
25 angle of 4°59'59" a distance of 42.32 feet;

26 Thence continuing along said south margin South 88°51'04" East a distance of  
27 385.71 feet;

28 Thence South 01°08'56" West a distance of 15.00 feet;



1 Thence North 88°51'04" West parallel with said south margin a distance of  
2 385.71 feet to the beginning of a tangent curve concave to the south having a  
radius of 470.00 feet;

3 Thence west along the arc of said curve and said parallel line through a central  
4 angle of 4°59'59" a distance of 41.01 feet;

5 Thence continuing along said parallel line South 86°28'57" West a distance of  
6 237.42 feet;

7 Thence North 03°31'03" West a distance of 15.00 feet to the POINT OF  
8 BEGINNING.

9 Situate in the City of Seattle, County of King, State of Washington.

10 Easement area contains 9,971 square feet, more or less.

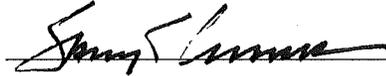
11 Section 2. The real property conveyed by the easement described in Section 1  
12 above is placed under the jurisdiction of the Seattle Department of Transportation.

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

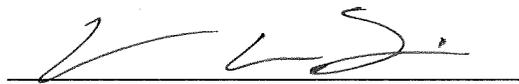
15 Section 4((3)). This ordinance shall take effect and be in force 30 days after its  
16 approval by the Mayor, but if not approved and returned by the Mayor within ten days  
17 after presentation, it shall take effect as provided by Seattle Municipal Code Section  
18 1.04.020.  
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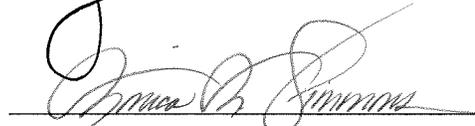
1 Passed by the City Council the 17<sup>th</sup> day of January, 2012, and  
2 signed by me in open session in authentication of its passage this  
3 17<sup>th</sup> day of January, 2012.  
4

5   
6 President \_\_\_\_\_ of the City Council

7  
8 Approved by me this 26<sup>th</sup> day of January, 2012.  
9

10   
11 Michael McGinn, Mayor

12  
13 Filed by me this 27<sup>th</sup> day of January, 2012.  
14

15   
16 Monica Martinez Simmons, City Clerk

17 (Seal)

18  
19 Attachment A: Maintenance Easement and Agreement  
20  
21  
22  
23  
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26  
27



When Recorded Return to:

City of Seattle Department of Transportation  
700 Fifth Avenue, Suite 3900  
P. O. Box 34996  
Seattle, WA 98124-4996  
Attn: Larry Huggins



20110829000852

CITY OF SEATTLE  
PAGE-001 OF 008  
08/29/2011 13:26  
KING COUNTY, WA 131.00

## MAINTENANCE EASEMENT AND AGREEMENT

<b>Grantor:</b>	<u>Board of Regents of the University of Washington</u>
<b>Grantee:</b>	<u>City of Seattle Department of Transportation</u>
<b>Legal Description (abbreviated):</b>	<u>Ptn of NE ¼ of the NW ¼ of S16, T25N, R4E, WM, King County, Washington</u>
	<input checked="" type="checkbox"/> Complete legal on <u>EXHIBIT A</u>
<b>Assessor's Tax Parcel Identification No:</b>	<u>162504-9001</u>
<b>Reference No. of Related Documents:</b>	<u>N/A</u>

This MAINTENANCE EASEMENT AND AGREEMENT is dated this 18<sup>th</sup> day of July, 2011, and is entered into by and between the **BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON**, a state institution of higher education and an Agency of the State of Washington ("University" or "Grantor"), and the **CITY OF SEATTLE (Seattle Department of Transportation)**, a municipal corporation of the State of Washington ("City" or "Grantee").

### RECITALS

A. Grantor owns that certain real property located in Seattle, Washington, and commonly known as the University of Washington campus ("Grantor's Property").

EXCISE TAX NOT REQUIRED

King Co. Records Division

By Lisa Johnson Deputy



**B.** The City owns that certain real property located in Seattle, Washington and consisting of the right-of-way commonly known as the NE 45th Street Viaduct ("City's Property" or the "45th St. Viaduct"). The 45th St. Viaduct runs adjacent to Grantor's Property.

**C.** Grantor desires to grant to the City, its successors and assigns, on the terms and conditions contained herein, a non-exclusive easement over, under, and across portions of Grantor's Property for the purposes set forth herein, and the City desires to accept the grant of such easement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

### AGREEMENT

**1. Grant of Easement.** Grantor hereby grants, conveys and warrants to the City, its successors and assigns, a non-exclusive easement over, under, and across that certain portion of Grantor's Property legally described in Exhibit A and depicted in Exhibit B, which exhibits are attached hereto and incorporated herein by this reference (the "Easement Area").

**2. Purpose of Easement.** The City, its successors and assigns, shall have the right to use the Easement Area for the purpose of accessing (ingress and egress), maintaining, cleaning, repairing, reconstructing and replacing a retaining wall structure located on the City's Property that adjoins the Grantor's Property. The City shall be solely responsible for all costs and expenses related to the 45<sup>th</sup> Street Viaduct, including the retaining wall.

**3. City is Responsible for Damage to Grantor's Property.** The City is responsible, as provided by law, for any damages to the Grantor's Property, through its negligence in the maintenance of the City's Property. In the event Grantor's Property is destroyed, damaged or disturbed, the City shall as soon as possible thereafter restore it to a condition at least reasonably equivalent to their prior condition.

**4. Term.** This Agreement, and the easement rights granted herein, shall be effective upon the date signed below. Thereafter, the easement shall remain in effect for so long as it is used by the City for the purposes described herein. In the event the retaining wall is destroyed or abandoned, all covenants and rights shall be relinquished.

**5. Grantor's Reservation of Rights.** Grantor, its successors, assigns, lessees, sub-lessees, tenants, and sub-tenants shall have the right to use the Easement



Area in any way and for any other legal purpose that is not inconsistent with the rights granted herein. Grantor hereby agrees that no other structures will be installed in the Easement Area without prior notice to Grantee.

**6. Indemnity.** To the extent allowed by law, the City agrees to indemnify, defend and hold harmless Grantor from any and all claims, demands, suits, damages, loss or liability, including reasonable attorneys' fees, arising from the City's exercise of the rights granted herein; provided, however, that the City shall not be responsible for claims, demands, suits, damages, loss or liability arising out of the negligence of Grantor.

**7. Inspection and Reports.** The City shall routinely inspect the 45th St. Viaduct and its retaining wall. The City shall provide copies to Grantor, at Grantor's request, of any inspection or maintenance reports relating to the portion of the 45th St. Viaduct, and the retaining wall, adjacent to Grantor's Property. Grantor reserves the right to request that an inspection be conducted by the City, and that the results of the inspection be provided to Grantor, in the event Grantor has concerns regarding the condition of that portion of the 45th St. Viaduct or the retaining wall that is adjacent to Grantor's Property.

**8. Entire Agreement; Amendment.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements and understandings among the parties relating to the subject matter of this Agreement. This Agreement may be amended only by a written instrument executed by both parties and recorded in the real property records of King County.

**9. Binding Effect.** As long as this Agreement is in effect pursuant to Section 4, the agreements contained herein shall be deemed covenants running with the land and shall inure to the benefit of, and shall be binding upon, the respective successors, grantees, heirs and assigns of the parties.

**10. Notices.** Wherever in this Agreement written notices are to be given or made, they will be personally delivered or sent by certified or overnight mail addressed to the parties at the address listed below, unless a different address has been designated in writing and delivered to the other party.

To Grantor:                      Attn: Director  
    Real Estate Office  
    University of Washington  
    4333 Brooklyn Avenue NE  
    Seattle, WA 98105



To Grantee:                   Attn: SDOT Real Property Manager  
Seattle Department of Transportation  
P.O. Box 34996  
Seattle, WA 98124-4996

EXECUTED as of the date written below.

**GRANTOR:**

**Board of Regents of the  
University of Washington, a state institution of  
higher education and an agency of the State of  
Washington:**

By:   
Jeanette L. Henderson  
Director of Real Estate

Date: 7-18-11



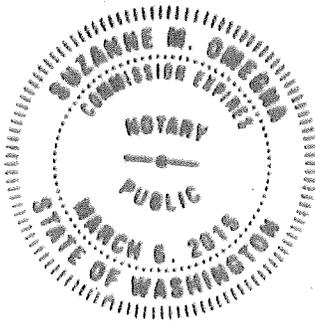
STATE OF WASHINGTON

COUNTY OF KING

} ss.

I certify that I know or have satisfactory evidence that JEANETTE L. HENDERSON is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the DIRECTOR OF REAL ESTATE of THE BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON, a state institution of higher education and an agency of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 18<sup>th</sup> day of July, 2011.



  
Printed Name Suzanne M. Omega  
NOTARY PUBLIC in and for the State of Washington,  
residing at Hyattsville, DC  
My Commission Expires March 6, 2015



## EXHIBIT A

That portion of the Northeast Quarter of the Northwest quarter of Section 16, Township 25 North, Range 4 East, W.M. lying south of the south margin of NE 45<sup>th</sup> Street as established by Washington State Legislature, Chapter 81, Laws of 1957, being a strip of land 15.00 feet in width described as follows;

Commencing at a survey monument in case marking the intersection of the monument lines of said NE 45<sup>th</sup> Street and 22nd Avenue NE from which the North Quarter Corner of said Section 16 bears South 88°51'04" East a distance of 936.42 feet;

Thence South 10°35'50" West a distance of 56.93 feet to the south margin of said NE 45<sup>th</sup> Street and the POINT OF BEGINNING;

Thence North 86°28'57" East along said south margin a distance of 237.33 feet to the beginning of a non-tangent curve concave to the south from which the radius point for said curve bears South 03°51'02" East a distance of 485.00 feet;

Thence east along the arc of said curve and said south margin through a central angle of 4°59'59" a distance of 42.32 feet;

Thence continuing along said south margin South 88°51'04" East a distance of 385.71 feet;

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Situate in the City of Seattle, County of King, State of Washington.

Easement area contains 9,971 square feet, more or less.

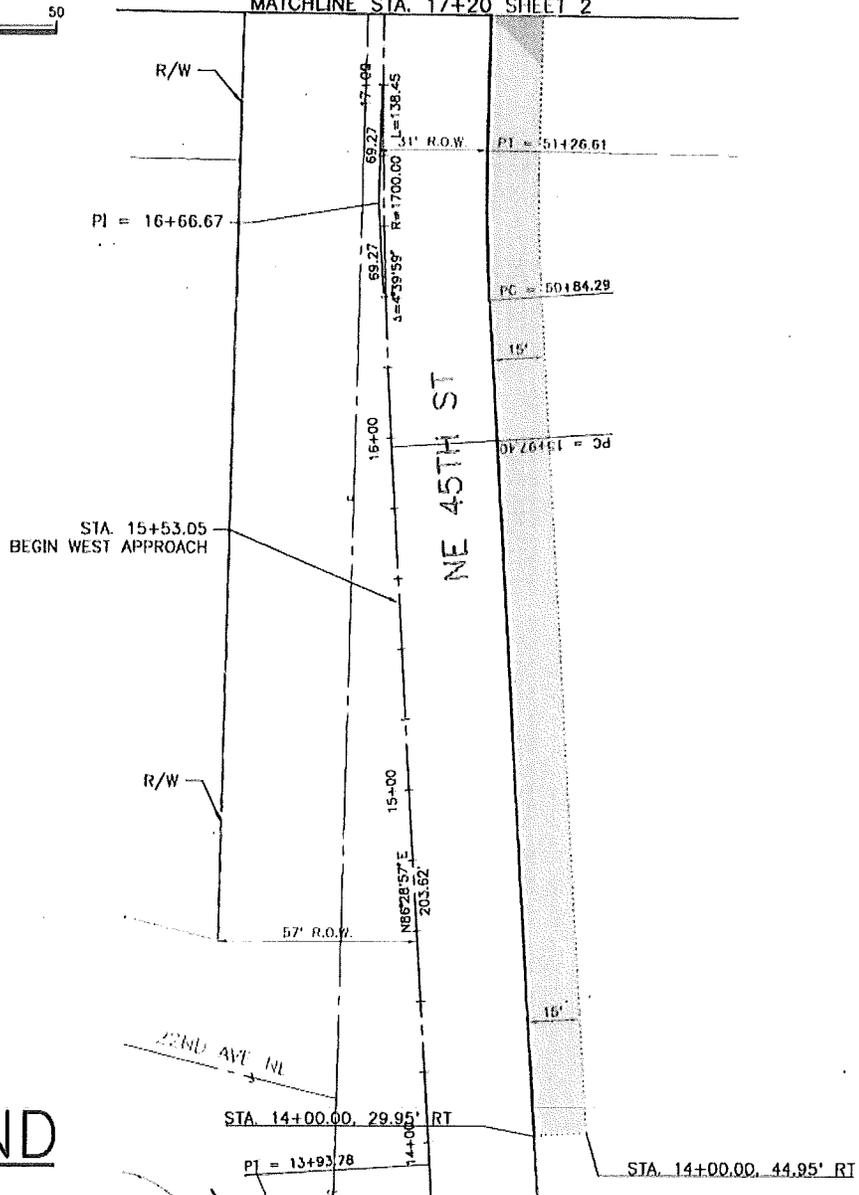


# EXHIBIT B

SHEET 1 OF 2



MATCHLINE STA. 17+20 SHEET 2



## LEGEND

SDOT MAINTENANCE EASEMENT  
 (PARCEL # 162504-9001)

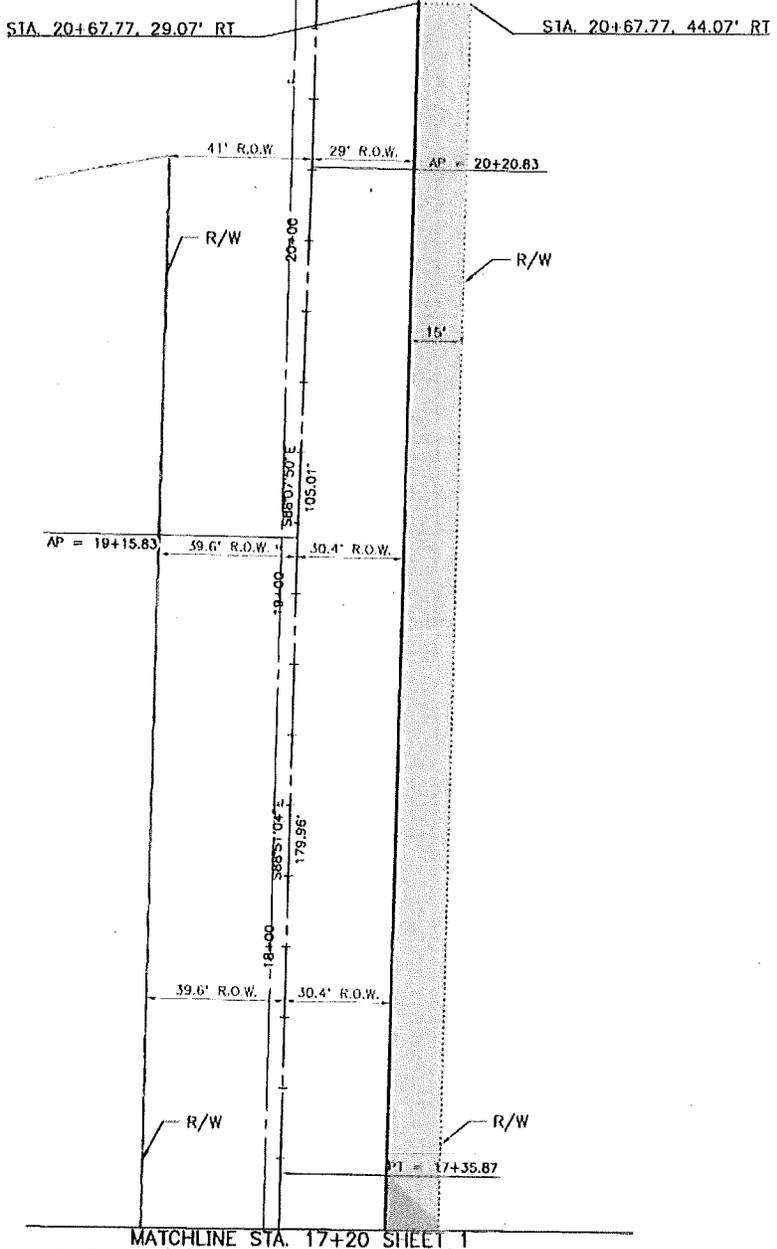
P:\2007\0324 NE 45th St Viaduct\1582\1582\Primery\Drawings\working drawings\A1T\_3B\Construction Details\Maintenance Easement.dwg  
 11.30am  
 Aug/28/2011

 exeltech Lacey, WA • Seattle, WA • Portland, OR	 City of Seattle <b>Seattle Department of Transportation</b> ORDINANCE NO. _____ APPROVED _____ FUND: _____ SCALE: _____ INSPECTOR'S BOOK _____	<p align="center"><b>NE 45TH STREET VIADUCT          WEST APPROACH REPLACEMENT          ALTERNATIVE 3B</b></p>
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# EXHIBIT B

SHEET 2 OF 2



## LEGEND

P:\2007\0254 - NE 45th St. Viaduct - 1583 - CADD\Preliminary\Drawings\working drawings\K.L. Joo\Construction Details\Maintenance Easement.dwg  
 Aug/28/2011 11:21am

SDOT MAINTENANCE EASEMENT  
 (PARCEL # 162504-9001)

 <b>exceltech</b> Lacey, WA • Seattle, WA • Portland, OR	 City of Seattle <b>Seattle Department          of Transportation</b> ORDINANCE NO. _____ APPROVED _____ FUND: _____ SCALE: _____ INSPECTOR'S BOOK _____	<p align="center"><b>NE 45TH STREET VIADUCT          WEST APPROACH REPLACEMENT          ALTERNATIVE 3B</b></p>
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**FISCAL NOTE FOR CAPITAL PROJECTS ONLY**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>CBO Analyst/Phone:</b>
Department of Transportation	Larry Huggins/4-5001	Rebecca Guerra/4-5339

**Legislation Title:**

AN ORDINANCE relating to the NE 45<sup>th</sup> Street Viaduct project; authorizing the Director of the Seattle Department of Transportation to accept, on behalf of the City of Seattle, a Maintenance Easement and Agreement from the University of Washington for the purposes of accessing, maintaining, cleaning, repairing, reconstructing, and replacing a retaining wall supporting the west approach of the NE 45<sup>th</sup> Street Viaduct; placing the easement under the jurisdiction of the Seattle Department of Transportation; and ratifying and confirming prior acts.

**Summary and background of the Legislation:**

This proposed legislation authorizes the acceptance of a Maintenance Easement and Agreement from the University of Washington by the Director of the Seattle Department of Transportation (SDOT), on behalf of the City, places the easement under SDOT's jurisdiction, and ratifies and confirms prior acts. This easement is necessary to replace the 468-foot west approach and to evaluate the east approach of the main span for seismic retrofit needs of the NE 45<sup>th</sup> Street Viaduct (the "Viaduct").

The NE 45<sup>th</sup> Street Viaduct project is part of the City's Bridge Rehabilitation and Replacement project which is funded primarily from the Bridging the Gap funding package and provided for in the 2012 Adopted Budget.

The Viaduct was built in 1938. Since then it has been retrofitted and sections of it have been replaced. However, many sections of the Viaduct no longer comply with current City of Seattle structural and seismic design standards. The Viaduct is nearing the end of its useful life and it is necessary to replace the 468-foot west approach and evaluate the east approach and main span for seismic retrofit to avoid long term maintenance and short term fixes. This easement is necessary to access the retaining wall that supports the west approach of the Viaduct.

<b>Project Name:</b>	<b>Project I.D.:</b>	<b>Project Location:</b>	<b>Start Date:</b>	<b>End Date:</b>
Bridge Rehabilitation and Replacement project	TC 366850	Citywide	Ongoing	Ongoing

  X   This legislation does not have any financial implications.



**Other Implications:**

**a) Does the legislation have indirect financial implications, or long-term implications?**

While the City is not paying anything for the maintenance easement, by accepting this easement, the City is agreeing that it will indemnify UW for any claims arising from the City's use of the property.

**b) What is the financial cost of not implementing the legislation?**

If the legislation is not passed and we are unable to accept the easement, the project will be delayed or possibly cancelled if SDOT is unable to come up with an alternative to the easement for reconstructing and maintaining the west approach of the Viaduct.

**c) Does this legislation affect any departments besides the originating department?**

No.

**d) What are the possible alternatives to the legislation that could achieve the same or similar objectives?**

None.

**e) Is a public hearing required for this legislation?**

No.

**f) Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**

No.

**g) Does this legislation affect a piece of property?**

Yes. The University of Washington is granting easement property rights to the City for maintenance purposes.

**h) Other Issues:**

**List attachments to the fiscal note below:**

Attachment A: Vicinity map.





SCALE: 1"=200'

**LEGEND:**

 Maintenance Easement Area



City of Seattle  
**Seattle Department**  
*of Transportation*





City of Seattle  
Office of the Mayor

November 15, 2011

Honorable Richard Conlin  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill for consideration which authorizes the Seattle Department of Transportation (SDOT) to acquire a retaining wall easement from the University of Washington. The University of Washington is granting the City this easement, at no cost to the City, so that the City can access the NE 45<sup>th</sup> Street Viaduct and maintain it as part of the Bridge Rehabilitation and Replacement project.

This proposed Council Bill allows SDOT to accept the property interests necessary to replace the 468-foot west approach of the NE 45<sup>th</sup> Street Viaduct, and to evaluate the east approach and main span for seismic retrofit needs. This will minimize the need for long-term maintenance and short-term fixes. Rehabilitating the Viaduct has been a longstanding goal for the City and once completed, will provide a more stable corridor for freight movement and daily traffic.

Thank you for your consideration of this legislation. Should you have any questions, please contact Larry Huggins at 684-5001.

Sincerely,

Michael McGinn  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council



**ORDINANCE** \_\_\_\_\_

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10 WHEREAS, the NE 45<sup>th</sup> Street Viaduct (the "Viaduct"), located in the University District,  
11 provides a vital link between Interstate 5 and the Laurelhurst neighborhood, and provides  
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21 WHEREAS, to complete the Project and maintain the Viaduct, the Seattle Department of  
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23 access a retaining wall that supports the 468-foot west approach of the Viaduct; NOW,  
THEREFORE,

24  
25 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

THIS VERSION IS NOT ADOPTED



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19 Thence South 10°35'50" West a distance of 56.93 feet to the south margin of said  
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9 Situate in the City of Seattle, County of King, State of Washington.

10 Easement area contains 9,971 square feet, more or less.

11 Section 2. The real property conveyed by the easement described in Section 1  
12 above is placed under the jurisdiction of the Seattle Department of Transportation.

13 Section 3. This ordinance shall take effect and be in force 30 days after its  
14 approval by the Mayor, but if not approved and returned by the Mayor within ten days  
15 after presentation, it shall take effect as provided by Seattle Municipal Code Section  
16 1.04.020.  
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1 Passed by the City Council the \_\_\_\_ day of \_\_\_\_\_, 2011, and  
2 signed by me in open session in authentication of its passage this  
3 \_\_\_\_ day of \_\_\_\_\_, 2011.

4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 President \_\_\_\_\_ of the City Council

7  
8 Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2011.

9 \_\_\_\_\_  
10 \_\_\_\_\_  
11 Michael McGinn, Mayor

12  
13 Filed by me this \_\_\_\_ day of \_\_\_\_\_, 2011.

14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 Monica Martinez Simmons, City Clerk

17 (Seal)

18  
19 Attachment A: Maintenance Easement and Agreement

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THIS VERSION IS NOT ADOPTED



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**STATE OF WASHINGTON – KING COUNTY**

--SS.

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280587

No. 123809,810,811,812,813 14

CITY OF SEATTLE, CLERKS OFFICE

**Affidavit of Publication**

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT: TITLE ONLY ORDINANCE

was published on

02/03/12

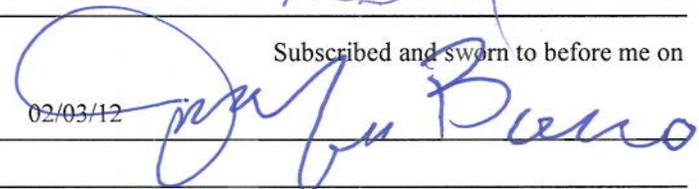
The amount of the fee charged for the foregoing publication is the sum of \$ 153.45, which amount has been paid in full.



Affidavit of Publication

  
\_\_\_\_\_  
Subscribed and sworn to before me on

02/03/12

  
\_\_\_\_\_  
Notary public for the State of Washington,  
residing in Seattle

# State of Washington, King County

## City of Seattle Title Only Ordinances

The full text of the following legislation, passed by the City Council on January 17, 2012, and published below by title only, will be mailed upon request, or can be accessed at <http://clerk.seattle.gov>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>.

Contact: Office of the City Clerk at (206) 684-8344.

### ORDINANCE NO. 123809

AN ORDINANCE relating to land use, zoning and lots, amending Seattle Municipal Code Sections 23.22.100, 23.24.040, 23.24.046, 23.28.030, 23.41.012, 23.44.010, and 23.44.012, to require standards for configuration of platted lots, to add specific standards for development on lots qualifying for exceptions to minimum lot area standards in Single Family zones, and to clarify existing standards for structures eligible for unit lot subdivisions.

### ORDINANCE NO. 123810

AN ORDINANCE relating to the Bridge Rehabilitation and Replacement project; amending Ordinance 123417 to authorize the Director of the Department of Transportation to accept, on behalf of the City of Seattle, a Hydrant Easement from SPO, LLC, a Washington limited liability company in a portion of Block 30 of Ladd's First Addition to South Seattle for the purposes of construction, reconstruction, alteration, operation, maintenance, and repair of the water service facilities in connection with the Airport Way South Viaduct Over Argo Railroad Yard project.

### ORDINANCE NO. 123811

AN ORDINANCE relating to the NE 45th Street Viaduct project; authorizing the Director of the Seattle Department of Transportation to accept, on behalf of the City of Seattle, a Maintenance Easement and Agreement from the University of Washington for the purposes of accessing, maintaining, cleaning, repairing, reconstructing, and replacing a retaining wall supporting the west approach of the NE 45th Street Viaduct; placing the easement under the jurisdiction of the Seattle Department of Transportation; and ratifying and confirming prior acts.

### ORDINANCE NO. 123812

AN ORDINANCE accepting deeds and easements for street, alley, or sidewalk purposes; laying off, opening, widening, extending, and establishing portions of the following rights-of-way: Lenora Street abutting Block 47 and the alley in Block 47, Addition to the City of Seattle as laid out by A.A. Denny (commonly known as A.A. Denny's 6th Addition to the City of Seattle); the alley in Block 8, North Park; the alley in Block 13, Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, Deceased; the alley in Block 26, 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 Second Addition to the City of Seattle); the alley in Block 1, H.S. Turner and Co's University Add'n to the City of Seattle; 46th Avenue South abutting Lot 20, Speedway Addition to the City of Seattle; the street turn-around in Lots 19 and 20, Speedway Addition to the City of Seattle; the alley in Block 11, D.T. Denny's Waterfront Addition to the City of Seattle; the alley in Lot 12, Supplemental Plat of Block 27 to Bell & Denny's First Addition to the City of Seattle; the alley in Block 1, May Addition to the City of Seattle; the alley in Block "A", Greene's Replat of Block 10, Squire Park Add. to the City of Seattle; the sidewalk adjoining Block A, Brooklyn Supplemental Addition to the City of Seattle; the alley in Block 6, Columbia; Stone Avenue North abutting a portion of the SW 1/4 of the SE 1/4, Sec. 19, T26N, R4E, W.M.; the sidewalk adjoining a portion of Stone Avenue North in SW 1/4 of the SE 1/4, Sec. 19, T26N, R4E, W.M.; the alley in Block 19, Denny-Fuhrman Addition to the City of Seattle; the alley in Block 20, First Addition to that part of the Town of Seattle, laid off by Wm. N. Bell and A.A. Denny (commonly known as Bell & Denny's 1st Addition to the City of Seattle); the alley in Block 8, the Byron Addition to the City of Seattle; the sidewalk adjoining Block 104, Terry's Second Addition to the Town of Seattle; the sidewalk adjoining Blocks 51 and 52, New Rainier Vista; and placing the real property conveyed by said deeds and easements under the jurisdiction of the Seattle Department of Transportation.

### ORDINANCE NO. 123813

AN ORDINANCE vacating the portion of South Atlantic Street from the east margin of 6th Avenue South easterly to vacated South Atlantic Street, as established in Vacation Ordinance 113655, on the petition of King County Metro Transit; as reflected in Clerk File 304924.

### ORDINANCE NO. 123814

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Date of publication in the Seattle Daily Journal of Commerce, February 3, 2012.

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