Ordinance No. 123837

Council Bill No. 117414

AN ORDINANCE relating to the City Light Department; authorizing the Superintendent or his designee to enter into two temporary tieback easement agreements with Plymouth Housing Group and Yale Partners, LLC that contain indemnity provisions on portions of Lots 11 through 16, Block 13, Pontius Fourth Addition to the City of Seattle, according to the plat thereof recorded in Volume 7 of Plats, Page 8, records of King County, Washington; and ratifying and confirming certain prior acts.

CF No.

Date Introduced: 2.27.12	Energy + Environment
Date 1st Referred:	To: (committee)
Date Re - Referred:	To: (committee)
Date Re - Referred:	To: (committee)
Date of Final Passage: March 5, 2012	Full Council Vote: 9-0
Date Presented to Mayor: March 6, 2012	Date Approved: 3.13.12
Date Returned to City Clerk: 3.13.12	Date Published: T.O. ✓ F.T. ___
Date Vetoed by Mayor:	Date Veto Published:
Date Passed Over Veto:	Veto Sustained:

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by:

Committee Action:

2/28/12 Move to pass ordinance TB, MO, SC (in favor)

March 5, 2012 Full Council Passed 9-0

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 123837

AN ORDINANCE relating to the City Light Department; authorizing the Superintendent or his designee to enter into two temporary tieback easement agreements with Plymouth Housing Group and Yale Partners, LLC that contain indemnity provisions on portions of Lots 11 through 16, Block 13, Pontius Fourth Addition to the City of Seattle, according to the plat thereof recorded in Volume 7 of Plats, Page 8, records of King County, Washington; and ratifying and confirming certain prior acts.

WHEREAS, as authorized by Ordinance 122804, City Light purchased Lots 17, 18, and 19, Block 13, Pontius Fourth Addition to the City of Seattle, according to the plat thereof recorded in Volume 7 of Plats, Page 8, records of King County, Washington, (the "Substation Site") for the proposed North Downtown Substation; and

WHEREAS, City Light must undertake an environmental remediation project ("Project") prior to construction of the substation to remove contaminated soil and groundwater from the Substation Site that exceed State of Washington clean-up standards; and

WHEREAS, City Light must enter into temporary easement agreements with the abutting property owners to install tiebacks for a shoring wall necessary to complete the Project, and these agreements will indemnify the abutting owners against any damages that may result from the Project; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Superintendent of the Seattle City Light, or his designee, is hereby authorized to enter into temporary construction easements with Plymouth Housing Group and Yale Partners, LLC, in substantially the form of Attachments 1 and 2 hereto, that will indemnify these parties against damages that may result from City Light's installation of temporary tiebacks related to the remediation of environmental contamination on the Substation Site.

Section 2. Any act taken after passage of this ordinance but prior to its effective date is ratified and confirmed.

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

DDS CITY CLERK

Passed by the City Council the 5th day of March, 2012, and signed by me in open session in authentication of its passage this 5th day of March, 2012.

President Clark of the City Council

Approved by me this 13th day of March, 2012.

Michael McGinn, Mayor

Filed by me this 13th day of March, 2012.

Monica Martinez Simmons, City Clerk

(Seal)

Attachment 1: Temporary Construction Easement from Plymouth Housing Group

Attachment 2: Temporary Construction Easement from Yale Partners, LLC

BJS CITY CLERK

Attachment 1

When Recorded Return to:
Seattle City Light
700 Fifth Ave. SMT 3012
P.O. Box 34023
Seattle, WA 98124-4023
Attn: Real Estate Services

TEMPORARY TIEBACK EASEMENT AGREEMENT

Grantor(s): PLYMOUTH HOUSING GROUP

Grantee: THE CITY OF SEATTLE

Abbreviated Legal Description: Lots 11-14, Blk. 13, Pontius 4th Add., V. 7, P. 8

Assessor's Property Tax Parcel Account Number: 684970-0055

Seattle City Light PM #: 250429-3-009

THIS TEMPORARY TIEBACK EASEMENT AGREEMENT ("Easement Agreement") is made this _____ day of _____, 2012, by and between PLYMOUTH HOUSING GROUP, a Washington nonprofit corporation, hereinafter called the "Grantor", and THE CITY OF SEATTLE, a municipal corporation of the State of Washington, acting by and through its CITY LIGHT DEPARTMENT, hereinafter called the "Grantee". Grantor is the owner of real property located in the City of Seattle commonly known as 111 Yale Avenue N., and more particularly described in the legal description attached as **Exhibit A** (the "Property").

1. Grant of Easement. The Grantor, for and in consideration of Twenty-Five Thousand Dollars ($25,000.00) and other valuable consideration, grants to the Grantee a Temporary Tieback Easement (the "Easement") upon the portion of the Property ("the Easement Area") that is legally described in **Exhibit B** and illustrated in **Exhibit C** ("the Tiebacks").

2. Purpose of Easement. The Grantee shall have the right to use the Easement Area for the purpose of constructing ten (10) rows of horizontal construction tiebacks located between approximately twelve (12) and twenty-eight (28) feet below ground surface (BGS) to support Grantee's 1250 Denny Way (former Greyhound bus station) Environmental Remediation project ("Project"), as depicted in **Exhibit C** ("the Tiebacks"). Grantee shall have the right to maintain the Tiebacks tensioned in place until the Project is completed. When the Project is completed, Grantee shall detension and abandon the Tiebacks in place and shall have no further obligation to Grantor under this Easement Agreement.

3. Damage to Grantor's Property/ Property Inspection. In the event improvements in, on, or under the Property or the Property itself are disturbed or damaged by Grantee's use of the Easement Area, Grantee shall restore the disturbed or damaged improvements or Property to the condition existing as of the date immediately before construction commences. Grantee and Grantor shall, prior to the commencement of construction, make an aboveground inspection of the Grantor's Property to ascertain and memorialize its condition prior to construction, and shall make an aboveground inspection of the Property immediately following detensioning and abandonment of the tiebacks to ascertain and document its condition after construction for the purpose of fulfilling Grantee's obligation under this section. If no part of the Property aboveground is disturbed or damaged by

CITY CLERK

Grantee's use of the Easement Area, Grantor shall notify Grantee in writing of its satisfaction with Grantee's fulfillment of this section within 10 business days of the final inspection.

4. Grantee's Use of Easement Area. Grantee's right to use the Easement Area is limited by the purposes and conditions of use described in this Easement Agreement. Grantee's right to use the Easement Area shall be non-exclusive for the duration of this Easement Agreement as described in Paragraph 5; however, Grantor may use the Easement Area, and the surface and subsurface above and over the Easement Area, without restriction and without notifying the Grantee.

5. Term of Easement Agreement. This Easement Agreement shall commence: (a) after all parties have signed this Easement Agreement and (b) ten days after this Easement Agreement is approved and accepted by ordinance passed by Seattle City Council, and shall terminate: (a) upon Project completion; or (b) twenty-four (24) months from the commencement date of this Agreement, whichever occurs first.

6. Binding Effect. The Easement granted hereby is solely for the benefit of Grantee, and is personal to Grantee, its successors in interest and assigns. Grantee shall have the right to permit third parties to enter upon the Easement Area to accomplish the purposes described herein, provided that all such parties abide by the terms of this Easement. The Easement granted by this Easement Agreement, and the duties, restrictions, limitations, and obligations created by this Easement Agreement, shall run with the land, shall burden the Property and shall be binding upon and the Grantor and its respective successors, assigns, mortgagees, lessees and sublessees and each and every person who shall at any time have a fee, leasehold, mortgage, or other interest in any part of the Easement Area.

7. Compliance with Applicable Law. Grantee shall at all times exercise its rights under this Easement Agreement and its use of the Easement Area in accordance with the requirements of all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction.

8. Indemnity. Grantee shall indemnify, defend (with counsel reasonably satisfactory to Grantor) and hold Grantor and all of Grantor's officers, directors, partners, members, mortgagees, and assigns harmless from and against any and all losses, damages, claims, penalties, liability, suits, costs, and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred by the Grantor arising out of or related to Grantee's exercise of the rights granted herein, except to the extent that any such losses, damages, claims, penalties, liability, suits, costs, and expenses (including, without limitation, reasonable attorneys' fees) are suffered or incurred as a result of the negligence or willful misconduct of the Grantor.

Solely for the purpose of effectuating the indemnification obligations hereunder, and not for the benefit of any third parties (including but not limited to employees of Grantee), Grantee specifically and expressly waives any immunity that may be granted it under applicable federal, state or local Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts. Furthermore, the indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts. The parties acknowledge that the foregoing provisions of this paragraph have been specifically and mutually negotiated between the parties.

9. Notices. Any notices required or permitted under this Temporary Construction Easement Agreement shall be given in writing and either personally delivered or sent by U.S. Mail, postage prepaid, to the addresses as indicated below:

To Grantor: Plymouth Housing Group
Attn: Tom English
2113 Third Avenue
Seattle, WA 98121

2/15 CITY CLERK

To Grantee: City of Seattle
City Light Department
700 Fifth Avenue SMT 3012
P.O. Box 34023
Seattle, WA 98124-4023
Attn: Real Estate Services

10. Exhibits Incorporated. All exhibits attached hereto, as listed below, are expressly incorporated into and form a part of this Easement Agreement.

Exhibit A.	Legal Description of Grantor's Property
Exhibit B.	Legal Description of Easement Area
Exhibit C.	Tieback Location Illustration

11. Recording. This Easement Agreement shall be recorded in the real property records of King County, Washington.

12. Survivability. The indemnities contained herein shall survive termination of this Easement Agreement.

Dated this _____ day of _____, 2012.

GRANTOR:
PLYMOUTH HOUSING GROUP, a Washington nonprofit corporation

By: _____

Its: _____

Title: _____

GRANTEE:
THE CITY OF SEATTLE, acting by and through its CITY LIGHT DEPARTMENT

By: _____

Its: _____

Title: _____

Dated this _____ day of _____, 2012.

2012 CITY CLERK

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2012, before me personally appeared _____, to me known to be the _____ of PLYMOUTH HOUSING GROUP, the nonprofit corporation that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument on behalf of PLYMOUTH HOUSING GROUP.

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:_____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2012, before me personally appeared _____, to me known to be the _____ of SEATTLE CITY LIGHT, a department of the CITY OFSEATTLE, 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 on oath stated that _____ was 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.

(notary seal)

Signature: _____

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

DIS CITY CLERK

Exhibit A

Legal Description of Grantor's Property

Attached hereto and made a part of this
TEMPORARY TIEBACK EASEMENT AGREEMENT,
dated _____, 2012, by and between
Plymouth Housing Group, a Washington non-profit corporation,
and The City of Seattle, a Washington municipal corporation:

The Real Property:

Lots 11, 12, 13, and 14, Block 13, Pontius Fourth Addition to the City of Seattle, according to the plat thereof recorded in Volume 7 of Plats, page 8, in King County, Washington; EXCEPT that portion of said Lots 11 and 12 condemned for Stewart Street in King County Superior Court Cause No. 58229 under Ordinance No. 14881, City of Seattle.

CITY CLERK

Exhibit B

Legal Description of Easement Area

Attached hereto and made a part of this
TEMPORARY TIEBACK EASEMENT AGREEMENT,
dated _____, 2012, by and between
Plymouth Housing Group, a Washington non-profit corporation,
and the City of Seattle, a Washington municipal corporation:

Legal Description of Easement Area:

A subsurface area between twelve (12) and twenty-eight (28) feet below ground surface within the West seventy (70) feet of the North eighty (80) feet of the real property described in Exhibit "A" to this Agreement.

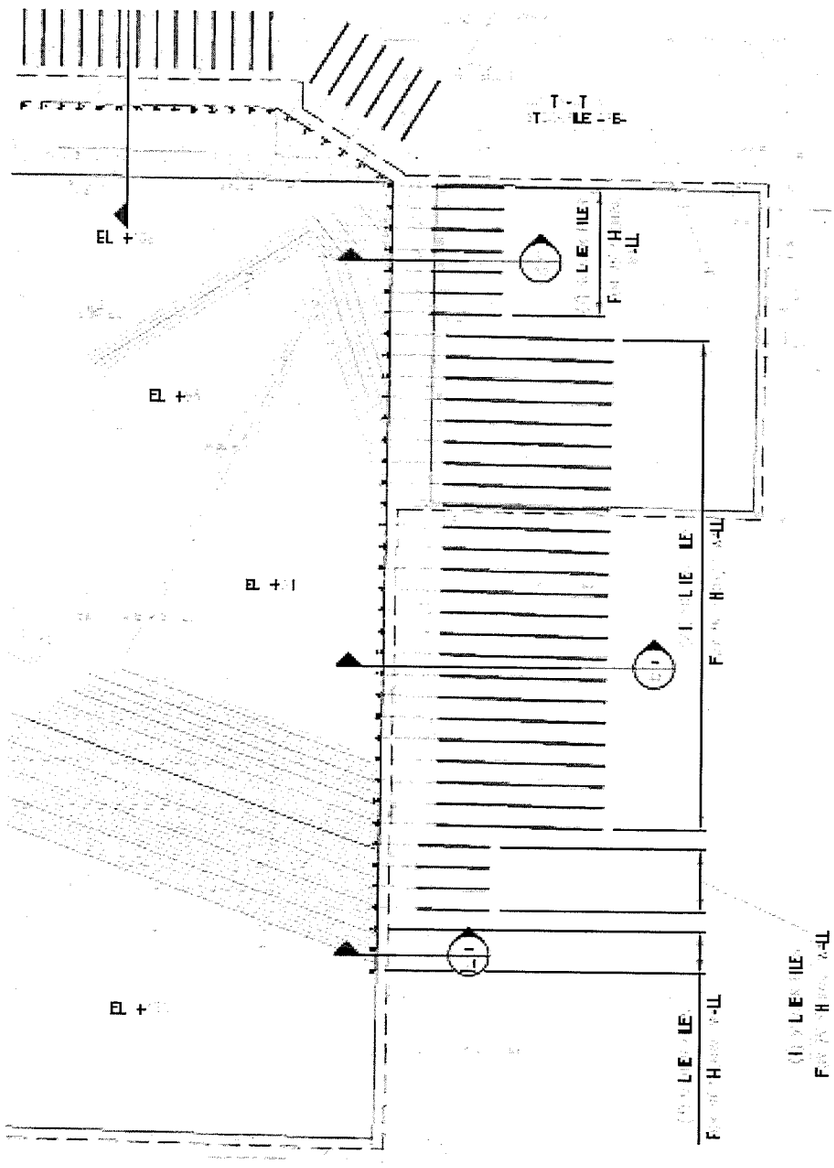
CITY CLERK

Exhibit C

Tieback Location Illustration

Attached hereto and made a part of this
TEMPORARY TIEBACK EASEMENT AGREEMENT,
dated _____, 2012, by and between
Plymouth Housing Group, a Washington non-profit corporation;
and The City of Seattle, a Washington municipal corporation:

Tieback Location Illustration:



2012 CITY CLERK

Attachment 2

When Recorded Return to:
Seattle City Light
700 Fifth Ave. SMT 3012
P.O. Box 34023
Seattle, WA 98124-4023
Attn: Real Estate Services

TEMPORARY TIEBACK EASEMENT AGREEMENT

Grantor(s): YALE PARTNERS, LLC

Grantee: THE CITY OF SEATTLE

Abbreviated Legal Description: Lots 15 and 16, Blk. 13, Pontius 4th Add., V. 7, P. 8

Assessor's Property Tax Parcel Account Number: 684970-0075

Seattle City Light PM #: 250429-3-009

THIS TEMPORARY TIEBACK EASEMENT AGREEMENT ("Easement Agreement") is made this _____ day of _____, 2012, by and between YALE PARTNERS, LLC, a Washington limited liability company, hereinafter called the "Grantor", and THE CITY OF SEATTLE, a municipal corporation of the State of Washington, acting by and through its CITY LIGHT DEPARTMENT, hereinafter called the "Grantee". Grantor is the owner of real property located in the City of Seattle commonly known as 117 Yale Avenue N., and more particularly described in the legal description attached as **Exhibit A** (the "Property").

1. Grant of Easement. The Grantor, for and in consideration of One Dollar ($1.00) and other valuable consideration, grants to the Grantee a Temporary Tieback Easement (the "Easement") upon the portion of the Property ("the Easement Area") that is legally described in **Exhibit B** and illustrated in **Exhibit C** ("the Tiebacks").

2. Purpose of Easement. The Grantee shall have the right to use the Easement Area for the purpose of constructing ten (10) rows of horizontal construction tiebacks located between approximately twelve (12) and twenty-eight (28) feet below ground surface (BGS) to support Grantee's 1250 Denny Way (former Greyhound bus station) Environmental Remediation project ("Project"), as depicted in **Exhibit C** ("the Tiebacks"). Grantee shall have the right to maintain the Tiebacks tensioned in place until the Project is completed. Grantee shall have the right, at its option, to abandon the Tiebacks in place when the Project is completed without further obligation to Grantor under this Easement Agreement.

3. Damage to Grantor's Property/Restoration. In the event improvements in, on, or under the Property or the Property itself are disturbed or damaged by Grantee's use of the Easement Area, Grantee shall restore the disturbed or damaged improvements or Property to the condition existing as of the date this Easement Agreement became effective.

4. Grantee's Use of Easement Area. Grantee's right to use the Easement Area is limited by the purposes and conditions of use described in this Easement Agreement. Grantee's right to use the Easement Area shall be non-exclusive for the duration of this Easement Agreement as described in Paragraph 10; however, Grantor may use the Easement Area, and the surface and subsurface above and over the Easement Area, without restriction and without notifying the Grantee. Grantee is responsible for all injury and damage, including consequential damage, to persons and property (real and personal) and improvements caused directly or indirectly by Grantee's exercise of Grantee's rights or obligations under this

DS CITY CLERK

Easement Agreement. Grantee's responsibility for such injury and damage shall include repair and restoration to the condition existing on the effective date of this Easement Agreement of any and all damage to the Grantor's real and personal property.

5. Term of Easement Agreement. This Easement Agreement shall commence on the date all parties have signed this Easement Agreement and shall terminate: (a) upon Project completion; or (b) twenty-four (24) months from the commencement date of this Agreement, whichever occurs first.

6. Binding Effect. The Easement granted hereby is solely for the benefit of Grantee, and is personal to Grantee, its successors in interest and assigns. Grantee shall have the right to permit third parties to enter upon the Easement Area to accomplish the purposes described herein, provided that all such parties abide by the terms of this Easement. The Easement granted by this Easement Agreement, and the duties, restrictions, limitations, and obligations created by this Easement Agreement, shall run with the land, shall burden the Property and shall be binding upon and the Grantor and its respective successors, assigns, mortgagees, lessees and sublessees and each and every person who shall at any time have a fee, leasehold, mortgage, or other interest in any part of the Easement Area.

7. Compliance with Applicable Law. Grantee shall at all times exercise its rights under this Easement Agreement and its use of the Easement Area in accordance with the requirements of all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction. Grantee agrees to assume all risk of loss, damage, or injury that may result from Grantee's exercise of its rights under this Easement Agreement or use of the Easement Area, except to the extent caused by Grantor's negligence.

8. Notices. Any notices required or permitted under this Temporary Construction Easement Agreement shall be given in writing and either personally delivered or sent by U.S. Mail, postage prepaid, to the addresses as indicated below:

To Grantor: Yale Partners, LLC
Attn: John Ahlers
5825 187th Avenue SE
Issaquah, WA 98027

To Grantee: City of Seattle
City Light Department
700 Fifth Avenue SMT 3012
P.O. Box 34023
Seattle, WA 98124-4023
Attn: Real Estate Services

8. Exhibits Incorporated. All exhibits attached hereto, as listed below, are expressly incorporated into and form a part of this Easement Agreement.

Exhibit A.	Legal Description of Grantor's Property
Exhibit B.	Legal Description of Easement Area
Exhibit C.	Tieback Location Illustration

9. Recording. This Easement Agreement shall be recorded in the real property records of King County, Washington.

10. Survivability. The indemnities contained herein shall survive termination of this Easement Agreement.

DS CITY CLERK

Dated this _____ day of _____, 2012.

GRANTOR:
YALE PARTNERS, LLC, a Washington limited liability company

By: _____

Its: _____

Title: _____

GRANTEE:
THE CITY OF SEATTLE, acting by and through its CITY LIGHT DEPARTMENT

By: _____

Its: _____

Title: _____

Dated this _____ day of _____, 2012.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2012, before me personally appeared _____, to me known to be the _____ of YALE PARTNERS, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument on behalf of YALE PARTNERS, LLC.

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: _____

DAS CITY CLERK

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2012, before me personally appeared _____, to me known to be the _____ 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 on oath stated that he was 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.

(notary seal)

Signature: _____

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

2012 CITY CLERK

Exhibit A

Legal Description of Grantor's Property

Attached hereto and made a part of this
TEMPORARY TIEBACK EASEMENT AGREEMENT,
dated _____, 2012, by and between
Yale Partners, LLC, a Washington limited liability company,
and The City of Seattle, a Washington municipal corporation:

The Real Property:

Lots 15 and 16, Block 13, Pontius Fourth Addition to the City of Seattle, according to the plat thereof recorded in Volume 7 of Plats, page 8, in King County, Washington. Situate in the City of Seattle, County of King, State of Washington.

2012 CITY CLERK

Exhibit B

Legal Description of Easement Area

Attached hereto and made a part of this
TEMPORARY TIEBACK EASEMENT AGREEMENT,
dated _____, 2012, by and between
Yale Partners, LLC, a Washington limited liability company,
and The City of Seattle, a Washington municipal corporation:

Legal Description of Easement Area:

A subsurface area between twelve (12) and twenty-eight (28) feet below ground surface within the West seventy (70) feet of the real property described in Exhibit "A" to this Agreement.

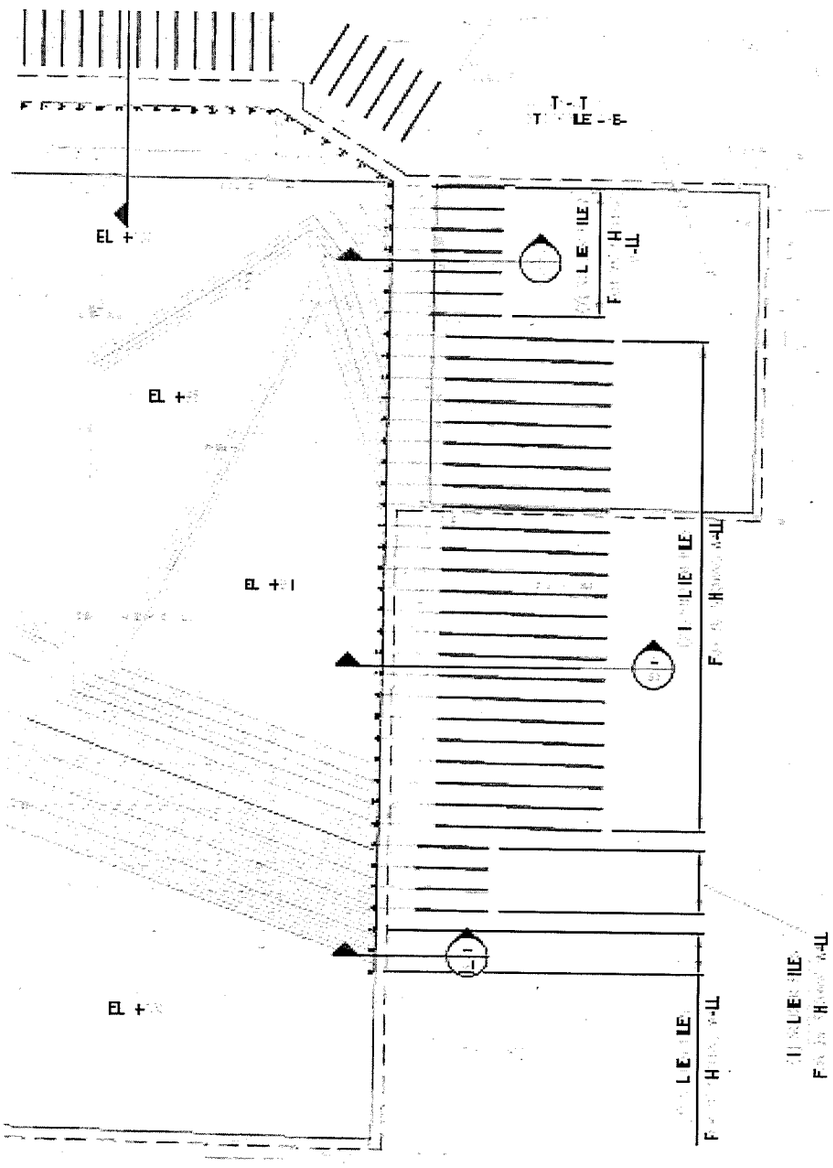
2012 CITY CLERK

Exhibit C

Tieback Location Illustration

Attached hereto and made a part of this
TEMPORARY TIEBACK EASEMENT AGREEMENT,
dated _____, 2012, by and between
Yale Partners, LLC, a Washington limited liability company,
and The City of Seattle, a Washington municipal corporation:

Tieback Location Illustration:



2015 CITY CLERK

Form revised: December 6, 2011

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle City Light	Lynn Best/386-4586	Calvin Chow/684-4652

Legislation Title:

AN ORDINANCE relating to the City Light Department; authorizing the Superintendent or his designee to enter into two temporary tieback easement agreements with Plymouth Housing Group and Yale Partners, LLC that contain indemnity provisions on portions of Lots 11 through 16, Block 13, Pontius Fourth Addition to the City of Seattle, according to the plat thereof recorded in Volume 7 of Plats, Page 8, records of King County, Washington; and ratifying and confirming certain prior acts.

Summary of the Legislation:

This ordinance authorizes Seattle City Light to enter into two temporary tieback easement agreements that contain indemnity provisions with Plymouth Housing Group and Yale Partners, LLC. These temporary tiebacks are necessary for environmental cleanup of the City's adjoining property, prior to construction of the new North Downtown Substation.

Background:

As authorized by Ordinance 122804, City Light purchased Lots 17, 18, and 19, Block 13, Pontius Fourth Addition to the City of Seattle, for construction of a new North Downtown Substation. Prior to construction, City Light must undertake an environmental remediation project to remove contaminated soil from the substation site that exceeds Washington State clean-up standards.

In order to complete the environmental clean-up, City Light must enter into temporary tieback easement agreements with two abutting property owners, Plymouth Housing Group and Yale Partners, LLC. The tiebacks are necessary to support a shoring wall necessary for the excavation of contaminated soils. These temporary agreements contain provisions that will indemnify the abutting owners against any damages that may result from the Project. Pursuant to state law, City Council approval by ordinance is required for the indemnity obligations.

City Light will pay Plymouth Housing Group $25,000 for its easement and $40,000 plus $500 per month, for the duration of actual construction, to Yale Partners, LLC for its easement. The payment for these easements is included in prior appropriations for the clean-up project.

__X__ **This legislation has no financial implications.**

DOS CITY CLERK

Other Implications:

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

No.

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

The City will be unable to complete the environmental remediation of its substation site and will be unable to construct the substation.

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.

h) **Other Issues:**

None.

List attachments to the fiscal note below:

Attachment 1: Map of the properties.

DOS CITY CLERK

Attachment 1

Map of the Properties

N

This map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation associated with this Fiscal Note.

Attachment 1 to
NODO Substation Easements FISC

DPS CITY CLERK

City of Seattle
Office of the Mayor

February 14, 2012

Honorable Sally J. Clark
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Clark:

I am pleased to transmit the attached proposed Council Bill authorizing the Superintendent of Seattle City Light to enter into two temporary tieback easement agreements with Plymouth Housing Group and Yale Partners, LLC. These agreements are required to perform the cleanup of property purchased for a future proposed electrical substation to meet electrical needs in the South Lake Union area.

City Light purchased the property (1250 Denny Way) in 2009, with environmental conditions taken into consideration. Contaminated soils exceeding State of Washington clean-up standards must be removed in a timely manner, and prior to proceeding with the substation. The clean-up involves deep soil excavation and installation of a shoring wall with temporary tiebacks. The temporary tieback easements to be authorized by this legislation contain provisions that will indemnify the abutting owners against any damages that may result from the project.

Thank you for your consideration of this legislation. Should you have questions, please contact Lynn Best, 386-4586.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Michael McGinn, Mayor
Office of the Mayor
600 Fourth Avenue, 7th Floor
PO Box 94749
Seattle, WA 98124-4749

Tel (206) 684-4000
Fax (206) 684-5360
TDD (206) 615-0476
mike.mcginn@seattle.gov

BOS CITY CLERK

STATE OF WASHINGTON – KING COUNTY

--ss.

282319 No. 123833,834,835,836,837,38

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 12th 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

03/23/12

The amount of the fee charged for the foregoing publication is the sum of $ 111.60, which amount has been paid in full.

Subscribed and sworn to before me on

03/23/12

Notary public for the State of Washington,
residing in Seattle

JENNIFER A. BORRERO
COMMISSION EXPIRES
NOTARY
PUBLIC
10-24-15
STATE OF WASHINGTON

State of Washington, King County

City of Seattle

Title Only Ordinances

The full text of the following legislation, passed by the City Council on March 5, 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. 123833

AN ORDINANCE relating to the Seattle Streetcar; authorizing execution of a construction contract for the First Hill Streetcar Project; authorizing an amendment to an agreement with the Central Puget Sound Regional Transit Authority to revise the invoicing schedule for the Project; and ratifying and confirming prior acts.

ORDINANCE NO. 123834

AN ORDINANCE relating to the 2011 Families and Education Levy; approving an implementation and evaluation plan as required by Ordinance 123567; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123835

AN ORDINANCE relating to the North Downtown electrical substation, distribution network, and associated transmission improvements in the South Lake Union Urban Center; removing two budget provisos that limit spending of appropriations in the 2009 Adopted Budget; adding a new project and revising project allocations for certain projects in the 2012-2017 Adopted CIP; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123836

AN ORDINANCE relating to a grant from the Department of Housing and Urban Development (HUD) for the purpose of implementing the Neighborhood Equitable Transit Oriented Development (NET) Initiative, a three year effort to implement priorities identified in the Rainier Valley and Beacon Hill neighborhood plans; authorizing acceptance of the grant funds; authorizing related agreements and actions; amending the 2012 Adopted Budget by creating a new Budget Control Level (BCL) for the purposes of the NET Initiative and providing an appropriation for the new BCL; and ratifying and confirming prior acts; all by a three-fourths vote of the City Council.

ORDINANCE NO. 123837

AN ORDINANCE relating to the City Light Department; authorizing the Superintendent or his designee to enter into two temporary tieback easement agreements with Plymouth Housing Group and Yale Partners, LLC that contain indemnity provisions on portions of Lots 11 through 16, Block 13, Pontius Fourth Addition to the City of Seattle, according to the plat thereof recorded in Volume 7 of Plats, Page 8, records of King County, Washington; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123838

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

Date of publication in the Seattle Daily Journal of Commerce, March 23, 2012.

3/23(282319)