



Department of Community Development – Nora Gierloff, AICP, Director

TO:	Transportation & Infrastructure Services Committee
FROM:	Nora Gierloff, DCD Director
BY:	Cherie Du, Development Review Engineer
CC:	Mayor McLeod
DATE:	October 28, 2024
SUBJECT:	Turnover of Infrastructure in Right-of-Way and Easement to Maintain Traffic Light on Private Property CENTERPOINT 8801 MARGINAL (Centerpoint)

## **ISSUE**

Accept from CENTERPOINT 8801 MARGINAL (Centerpoint) turnover of sidewalks, signage and traffic signals, and accept easement to maintain traffic signal constructed on private property.

## **BACKGROUND**

Centerpoint has completed their facility. As conditions of the Public Works permit, Centerpoint has constructed required sidewalk and traffic signals and is providing an easement for the City to maintain the southern traffic signal, which has been constructed on their property.

## **DISCUSSION**

The proposed public improvements have been constructed to City standards and inspected by Public Works staff and are ready for turnover.

## FISCAL IMPACT

The value of the transferred improvements from Centerpoint to the City totals \$421,474 for the sidewalks, signage and traffic signals. There will be no expense to the City for accepting the turnover and the easement to maintain the southern traffic signal.

## RECOMMENDATION

Council is being asked to authorize the Mayor to sign the turnover documents and consider this item on the Consent Agenda at the November 4, 2024 Regular Meeting.

## **ATTACHMENTS**

Centerpoint Bill of Sale, Easement, Asset Acquisition Form, Record Drawing and Material List

NOTE: All Centerpoint Development Files are available at the Department of Community Development Permit Center.

# CITY OF TUKWILA CAPITAL ASSET ACQUISTION FORM

**INSTRUCTIONS**. The Owner or Owner's Representative completes this form for transfer of a capital item to the City. The City Clerk processes the form.

### TRANSACTION.

1 ]	DEVELOPER'S AGREEMENT		
	Name:		
	Council Action Dated:		
2. []	BILL OF SALE		
	Total Construction Cost of Capital Asset:	\$	
	Grantor:		
3. []	OTHER		
	Description:		
ASSET	DESCRIPTION. [ ] Water [ ] Sewer	[ ] Storm [ ] Curb/Gutter/Sidewalk	[ ] Other
l certif	y that to the best of my knowledge the above	information is true and accurate	
l certif	y that to the best of my knowledge the above	e information is true and accurate.	
	y that to the best of my knowledge the above ure – Department Head	e information is true and accurate.	
Signat	ure – Department Head	 Date	
Signat		 Date	
Signat	ure – Department Head by approve the acceptance of the named asse	 Date	
Signat I heret Mayor	ure – Department Head by approve the acceptance of the named asse	Date Date t(s) on behalf of the City. Date	
Signat I herek Mayor <u>Note: J</u>	ure – Department Head by approve the acceptance of the named asse	Date t(s) on behalf of the City. Date <i>ction and approval.</i>	
Signat I herek Mayor <u>Note:</u> By cou	ure – Department Head by approve the acceptance of the named asse Assets over \$40,000 in value require Council a	Date t(s) on behalf of the City. Date <i>ction and approval.</i>	

DOCUMENTATION ATTACHED:	<ul><li>Bill of Sale</li><li>Record Drawings</li></ul>	<ul><li>Easements</li><li>ROW dedication</li></ul>	☐ Material List ☐ Other:
DISTRIBUTION LIST: City Cler	k 🛛 Utility Asset Acctg.	🔲 Maint. Div I Utility	,

## **MATERIAL LIST**

PROJECT NAME: 8801 E MARGINAL ROW Improvements

PERMIT NO: PW22-0036 & PW22-0037

DESCRIPTION (length, size, material & type)	QUANTITY	AVERAGE UNIT COST	DATE INSTALLED	SERVICE LIFE TOTAL (YRS)	ORIGINAL COST TOTAL	DEPRECIATION PER YEAR	ACCUMLATED DEPRECIATION
Phoenix Drive Traffic Signal Type 1 Signal Pole	1 EA		05/16/23	25 yr	\$31,460		
Sidewalks	4032 SF		04/11/24	40 yr	\$110,874		
90th St Traffic Type II Signal Pole & System	1 EA		04/04/24	25 yr	\$110,656		
E Marginal St Traffic Type III Signal Poles & System	2 EA		04/04/24	25 yr	\$165,984		
Signage	1 LS		04/11/24	25 yr	\$2,500		

TOTAL COSTS:	\$421.474
SIGNED:	-ut
DATED:	6/3/24

After recording return to:

City Clerk City of Tukwila 6400 Southcenter Boulevard Tukwila, Washington 98188

DOCUMENT TITLE:	EASEMENT AGREEMENT
GRANTOR:	CenterPoint 8801 Marginal LLC, a Delaware limited liability company
GRANTEE:	City of Tukwila, a Washington Municipal Corporation
ABBREVIATED LEGAL DESCRIPTION:	Parcel A of City of Tukwila Lot Consolidation No. L19-0083, recorded September 10, 2020, under Recording Number 20200910900087
ADDRESS:	8801 E. Marginal Way, Tukwila, Washington 98108
KING COUNTY TAX PARCEL NUMBER:	542260-0060-03

#### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered this \_\_\_\_\_ day of September, 2024, by and between **CENTERPOINT 8801 MARGINAL LLC**, a Delaware limited liability company (referred to herein as the "Grantor"), and **THE CITY OF TUKWILA**, a Washington municipal corporation (referred to herein as the "Grantee");

### WITNESSETH:

WHEREAS, Grantor is the owner of certain property and the improvements thereon commonly known as 8801 E. Marginal Way, Tukwila, Washington, and legally described on <u>Exhibit A</u> attached hereto (the "**Property**"); and

WHEREAS, Grantor desires to convey to Grantee an easement on, under and across certain portions of the Property for the purpose of utilizing, maintaining, and repairing the City Traffic Signalization Facilities (as hereinafter defined);

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100's Dollars (\$10.00), and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said Grantor, as the owner of the Property, and does hereby grant and convey unto the Grantee, subject to all existing easements and restrictions of record, a perpetual, non-exclusive right of way and easement (the "Easement") for access to, across, under and over the Easement Parcel (as hereinafter defined) for the use, operation, inspection, maintenance, repair, renewal and replacement of a Phoenix Drive Traffic Type 1 Signal Pole and System and associated facilities (the "City Traffic Signalization Facilities"), all as heretofore constructed by Grantor and conveyed to Grantee concurrently herewith, on, under and across the portions of the Property legally described on Exhibit B attached hereto and depicted on Exhibit C attached hereto (the "Easement Parcel").

TO HAVE AND TO HOLD the same unto the Grantee for the uses and purposes herein set forth.

Grantee shall have the perpetual right to access, cross over, under and through the Easement Parcel for the purpose of utilizing, operating, inspecting, maintaining, repairing, renewing and replacing the said City Traffic Signalization Facilities located within the Easement Parcel provided, however, (i) that no cost or expense shall be incurred by Grantor in connection with the use, operation, inspection, maintenance, repair, renewal and replacement of the City Traffic Signalization Facilities now or hereafter located within the Easement Parcel pursuant to this Easement, and (ii) that all use, operation, inspection, maintenance, repair, renewal and replacement shall be done in compliance with applicable law.

During the exercise of any of its rights hereunder, Grantee agrees to use commercially reasonable efforts not to interfere with the use and operation of Grantor's Property by Grantor or any of its contractors, tenants or licensees. Grantee shall keep the Easement Parcel and the Property free from and shall promptly discharge all mechanic's or material supplier's liens arising from any work performed, material furnished or obligations incurred in connection with any of Grantee's activities within the Easement Parcel. Grantee agrees that it shall, at its sole cost and expense, restore, to substantially the same condition as existing immediately before such damage occurred, any damage caused to any part of the Easement Parcel or the Property which occurs as a result of the use, operation, inspection, maintenance, repair, renewal and replacement of the City Traffic Signalization Facilities by Grantee.

To the fullest extent permitted by applicable law, the Grantee shall release, indemnify, hold harmless and defend the Grantor, its officers, directors, employees, members and owners, from time to time, of any of the Property, from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by or resulting from the negligent use, operation, inspection, maintenance, repair, renewal and replacement of the City Traffic Signalization Facilities pursuant hereto or which may result from or in connection with or by reason of the rights granted to the Grantee under this instrument, including any act or omission of the Grantee or its agents, contractors or employees. The provisions of this indemnification paragraph shall not be construed to indemnify and

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Grantee shall not be obligated to indemnify Grantor for any liability, loss, damage or expense to the extent attributable to the negligent acts or omissions or willful or intentional misconduct of Grantor.

The granting of the Easement shall not be construed to prohibit the Grantor from developing any property adjoining the Easement Parcel or from using the Easement Parcel in any manner or from laying out, establishing and constructing pavement, road surfaces, curbing and gutters along, upon, over or across said Easement Parcel or any portion thereof; provided, however, the Easement Parcel shall be kept free from buildings, and any other structures or obstructions (except sidewalks, roadways, pavement, grass, shrubs, fences, or curbs), which will interfere with the Grantee in entering upon said Easement Parcel for the purpose of the use, operation, inspection, maintenance, repair, renewal and replacement the City Traffic Signalization Facilities.

All rights, title, and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon Grantor and Grantee, as well as their respective successors and assigns.

# [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, CENTERPOINT 8801 MARGINAL LLC, has caused this Easement

to be executed under seal on the 25th day of September, 2024.

**CENTERPOINT 8801 MARGINAL LLC**, a Delaware limited liability company

By: CenterPoint Properties Trust, a Maryland real estate investment trust, its sole member

By: Its: Edward R. Harrington Senior Vice President Name: By: Brian M. Sheehan Its: Senior Vice President, Controller Name:

STATE OF ILLINOIS )
COUNTY OF COOK
I, <u>JULIE A. SICKEL</u> , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that <u>EDWARD HARRINGTON</u> , as SENIOR VICE PRESIDENT and BRIAN SHEEHAN, as SVP, CONTROLLER of
aforesaid, DO HEREBY CERTIFY that EDWARD HARRINGTON, as
SENIOR VICE PRESIDENT and BRIAN SHEEHAN, as SYP. CONTROLLER of
CenterPoint Properties Trust, a Maryland real estate investment trust, personally known to me to be the
same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me
this day in person and acknowledged that they signed and delivered the said instrument as their own free
and voluntary act and as their own free and voluntary act of said trust for the uses and purposes therein set
forth.

GIVEN under my hand and notarial seal this 25<sup>th</sup> day of September, 2024.

Official Seal JULIE A SICKEL Notary Public, State of Illinois Commission No. 899413 My Commission Expires November 29, 2027

Notar Public

IN WITNESS WHEREOF, THE CITY OF TUKWILA, has caused this Bill of Sale to be

executed under seal on the \_\_\_\_\_ day of September, 2024.

**CITY OF TUKWILA**, a Washington municipal corporation

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

Attest/Authenticated:

City Clerk

Approved As To Form by City Attorney

STATE OF WASHINGTON ) ) COUNTY OF KING )

On this day personally appeared before me \_\_\_\_\_\_, to me known to be the \_\_\_\_\_\_ of the CITY OF TUK WILA, a municipal corporation and noncharter code city with a council-mayor form of government organized pursuant to RCW Title 35A, that executed the foregoing instrument, and acknowledged such instrument to be \_\_\_\_\_\_ free and voluntary ace and deed of said City for the uses and purposes therein mentioned, and on oath stated that s/he was duly authorized to executed such instrument.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of September, 2024.

Notary Public

### EXHIBIT A

### **LEGAL DESCRIPTION OF PROPERTY**

PARCEL A OF CITY OF TUKWILA LOT CONSOLIDATION NO. L19-0083, RECORDED SEPTEMBER 10, 2020, UNDER RECORDING NUMBER 20200910900087, IN KING COUNTY, WASHINGTON.

Common Address: 8801 E. Marginal Way Tukwila, Washington 98108

Tax Parcel Number: 542260-0060-03

### EXHIBIT B

### **LEGAL DESCRIPTION OF EASEMENT PARCEL**

#### CITY OF TUKWILA ACCESS & MAINTENANCE EASEMENT LEGAL DESCRIPTION

A 7.00-FOOT-WIDE STRIP OF LAND LYING UNDER, OVER, AND ACROSS A PORTION OF PARCELIA OF CITY OF TUKWILA LOT CONSOLIDATION NUMBER L19-0083, UNDER RECORDING NUMBER 20200910900087, DATED SEPTEMBER 10, 2020, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL A; THENCE ALONG THE SOUTH LINE OF SAID PARCEL A NORTH 88°51'02" WEST, 25.00 FEET; THENCE NORTH 01°08'58" EAST, 7.00 FEET; THENCE PARALLEL WITH SAID SOUTH LINE SOUTH 88°51'02" EAST, 21.93 FEET TO THE WESTERLY MARGIN OF EAST MARGINAL WAY; THENCE ALONG SAID WESTERLY MARGIN SOUTH 22°32'01" EAST, 7.64 FEET TO THE POINT OF BEGINNING.

(CONTAINING 164± SF)



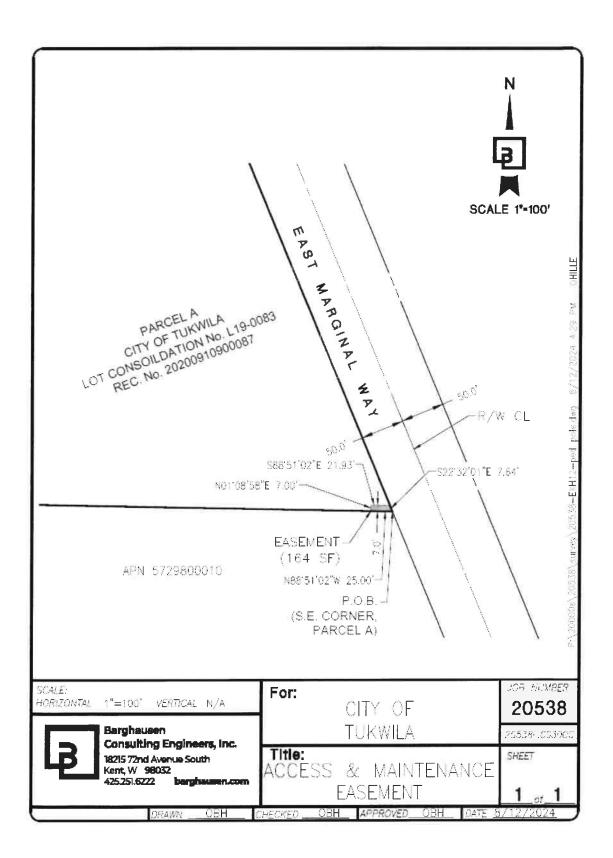
20538-CENTERPOINT TUKWILA 20538L.003 OBH August 12, 2024

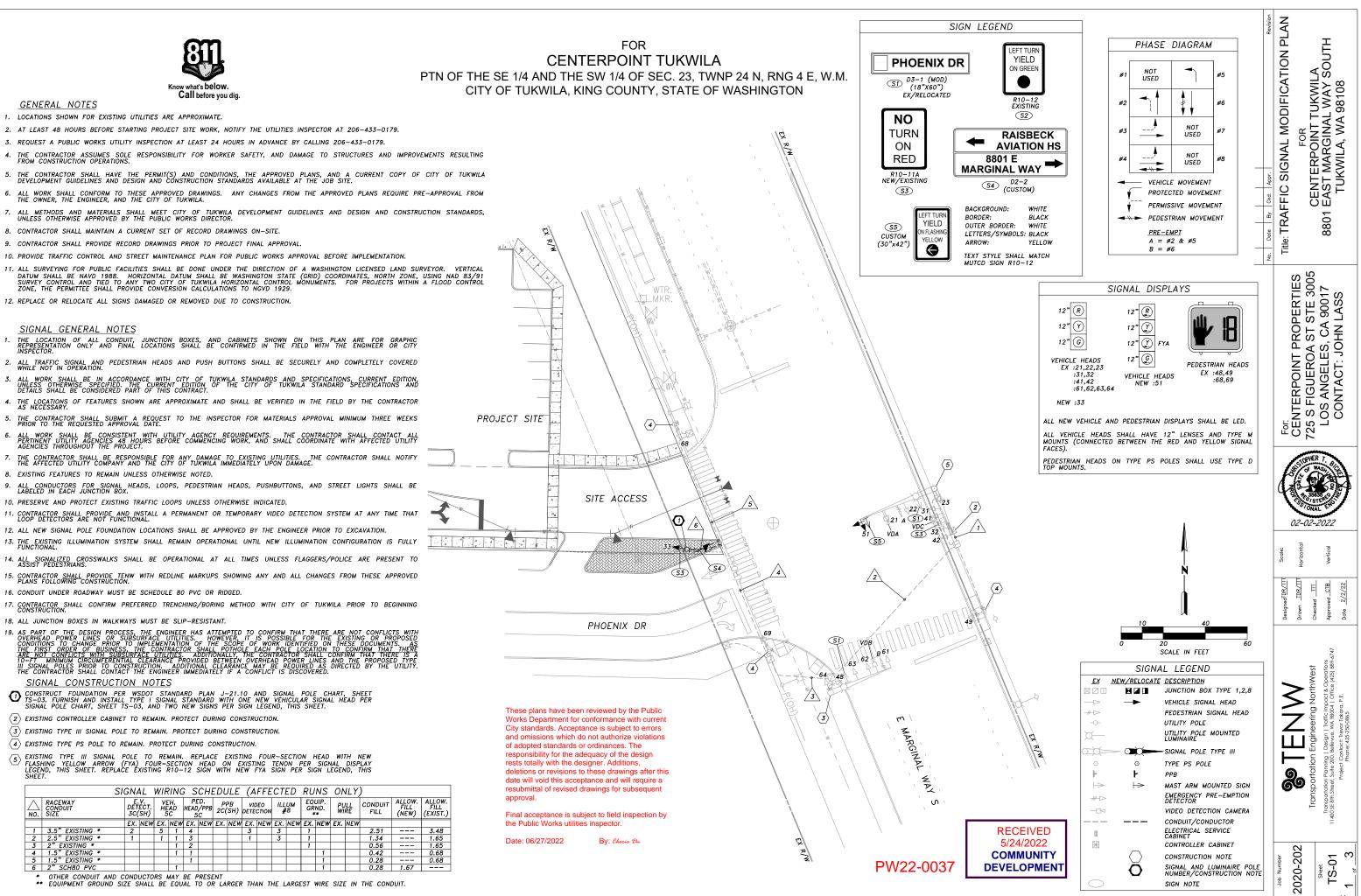
EXHIBIT B-1

# EXHIBIT C

# **DEPICTION OF EASEMENT PARCEL**

[SEE ATTACHED]





# GENERAL NOTES

SIGNAL GENERAL NOTES

8. EXISTING FEATURES TO REMAIN UNLESS OTHERWISE NOTED.

16. CONDUIT UNDER ROADWAY MUST BE SCHEDULE 80 PVC OR RIDGED

 $\langle 2 
angle$  existing controller cabinet to remain. Protect during construction.

3 EXISTING TYPE III SIGNAL POLE TO REMAIN. PROTECT DURING CONSTRUCTION.

 $\langle 4 \rangle$  existing type ps pole to remain. Protect during construction.

OTHER CONDUIT AND CONDUCTORS MAY BE PRESENT

18. ALL JUNCTION BOXES IN WALKWAYS MUST BE SLIP-RESISTANT.

SIGNAL CONSTRUCTION NOTES

RACEWAY CONDUIT SIZE

2.5" EXISTING 2" EXISTING \*

.5" EXISTING

" SCH80 PV

NO.

1. LOCATIONS SHOWN FOR EXISTING UTILITIES ARE APPROXIMATE.

2. AT LEAST 48 HOURS BEFORE STARTING PROJECT SITE WORK, NOTIFY THE UTILITIES INSPECTOR AT 206-433-0179

Call before you dig.

3. REQUEST A PUBLIC WORKS UTILITY INSPECTION AT LEAST 24 HOURS IN ADVANCE BY CALLING 206-433-0179.

4. THE CONTRACTOR ASSUMES SOLE RESPONSIBILITY FOR WORKER SAFETY, AND DAMAGE TO STRUCTURES AND IMPROVEMENTS RESULTING FROM CONSTRUCTION OPERATIONS.

5. THE CONTRACTOR SHALL HAVE THE PERMIT(S) AND CONDITIONS, THE APPROVED PLANS, AND A CURRENT COPY OF CITY OF TUKWILA DEVELOPMENT GUIDELINES AND DESIGN AND CONSTRUCTION STANDARDS AVAILABLE AT THE JOB SITE.

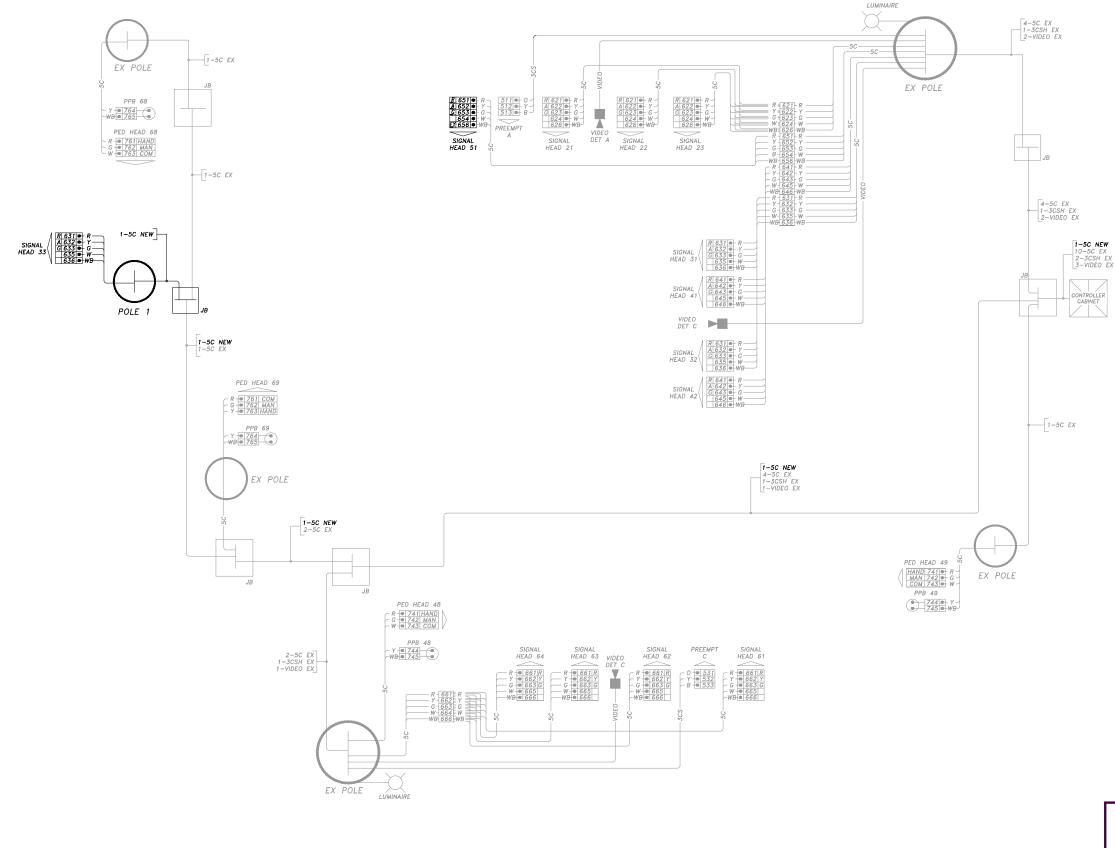
6. ALL WORK SHALL CONFORM TO THESE APPROVED DRAWINGS. ANY CHANGES FROM THE APPROVED PLANS REQUIRE PRE-APPROVAL FROM THE OWNER, THE ENGINEER, AND THE CITY OF TUKWILA.

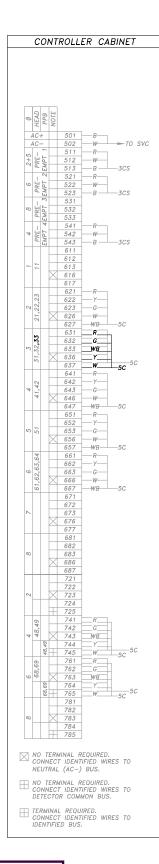
7. ALL METHODS AND MATERIALS SHALL MEET CITY OF TUKWILA DEVELOPMENT GUIDELINES AND DESIGN AND CONSTRUCTION STANDARDS, UNLESS OTHERWISE APPROVED BY THE PUBLIC WORKS DIRECTOR.

8. CONTRACTOR SHALL MAINTAIN A CURRENT SET OF RECORD DRAWINGS ON-SITE.



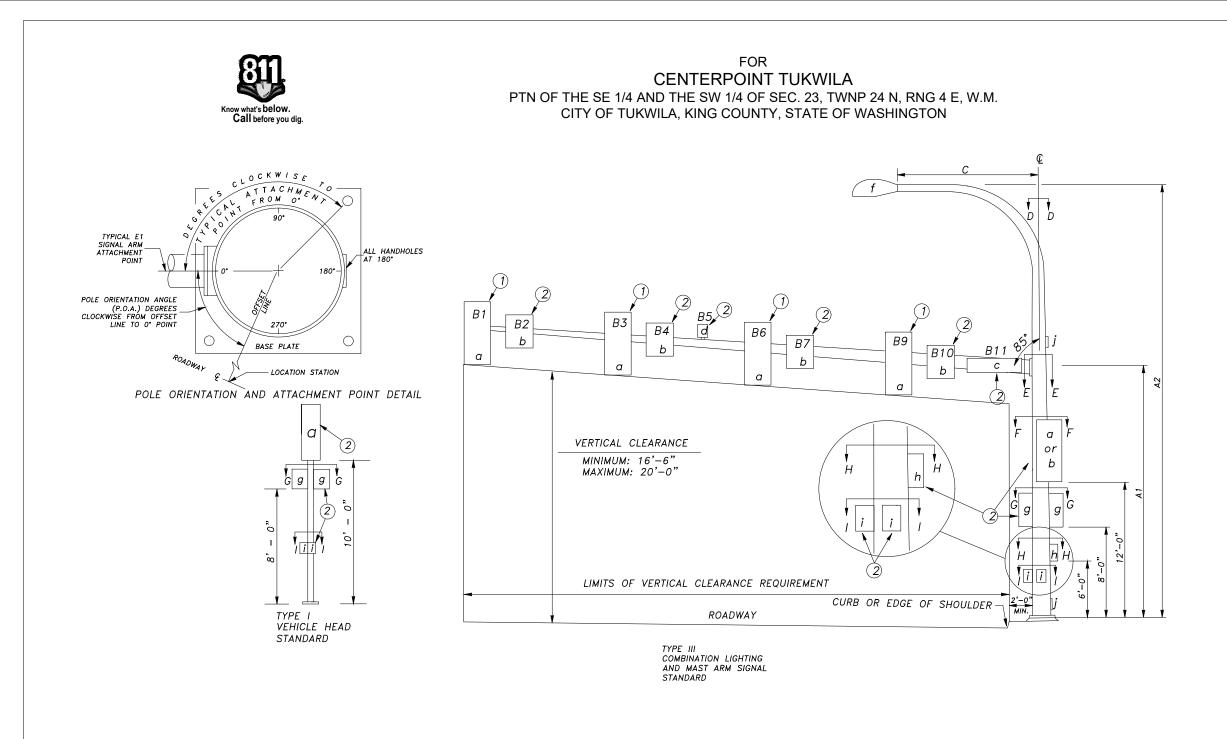
## FOR CENTERPOINT TUKWILA PTN OF THE SE 1/4 AND THE SW 1/4 OF SEC. 23, TWNP 24 N, RNG 4 E, W.M. CITY OF TUKWILA, KING COUNTY, STATE OF WASHINGTON











																S	IGNAI	L ST.	ANDA	4RD	DET,	AIL C	HART	-															
STD. NO.	REFERENCE ROADWAY	FIELD	LOCATION	ı	M TYPE H	т. м1 т. н1	T. MAST T. ARM	OFFSE	ET DIS	TANCE (	FT)	(Z) (I	POLE €	TO AT			MAST /	ARM D.		INDLOA	D ARE	EAS (FT)	<sup>2</sup> (X)()	Y)		(X)(Y)(Z)	LUMINAIRE ARM(FT)	F	POLE A	TTACH	MENT P	POINT A	ANGLES	S (DEG	;)	FOUN DEPTH	DATIOI IS(FT)	REMAR	ĸs
O	ROADWAT	NORTHING	EASTING	P.O.A.	A	41 A.	2	B1	B2	B3	B4	B5	B6	B7	B9	B10	B11	B1	B2	B3	B4	B6 B	7 B9	B10	B11	*TOTAL(FT) <sup>3</sup>	C	A	D	E1 F	1 F2	G1	G2	H   11	12	3'RD 3	' SQ 4'	RD	
1	E MARGINAL WAY	193497.6	1278089.5	5	1 -																							(1)	-		-   -	-	-		-	-		- FOUNDATION PE STD PLAN J-21	
	(1) NOT APPLICAE	BLE. SEE WS	SDOT STAN	IDARD	DETAIL	J-21	1.20.																																



- a. VEHICLE SIGNAL HEAD
- b. SIGN
- c. STREET NAME SIGN
- d. PRE-EMPT DETECTOR
- e. DELETED (10/22/90)
- f. LUMINIARE
- g. PEDETRIAN SIGNAL HEAD
- h. CABINET
- i. PEDESTIAN PUSHBUTTON ASSEMBLY
- j. HANDHOLE

NOTES MOUNTING COUPLING INSTALLED AT OFFSET DISTANCE INDICATED IN CHART.

> ALTERNATE NOTE 1 <u>FOR TYPE N MOUNT ONLY</u> DRILL 1/2" HOLE IN MAST ARM AND INSTALL PLASTIC SPLIT BUSHING FOR CABLE ENTRANCE.

2) FIELD INSTALLED.



						No. Date By Ckd. Appr. Revision
Job Number		DesignedTDR/TTT	Scale:	Ę	For	Title: TRAFFIC SIGNAL POLE CHART
2020-202		Drawn <u>TDR/TT</u> T	Horizontal	Salate Frances 02-	CENTERPOINT PROPERTIES	
- č	Transportation Engineering NorthWest	Checked TTT		PHER of WA 3565 CIST ONAL	725 S FIGUEROA ST STE 3005	CENTERPOINT TUKWILA
TS-03	Transportation Planning   Design   Traffic Impact & Operations 11400SE 8th Street, Suite 200, Bellevue, WA 98004   Office (425) 889-6747	Approved CTB	Vertical	T. O. AND AND AND AND AND AND AND AND AND AND	LOS ANGELES, CA 90017	8801 EAST MARGINAL WAY SOUTH
ο ο ο τ <sub>16</sub>	Project Contact: Trevor Takara. P.E. Phone: 423-230-0865	Date 2/2/22		1	CONTACT: JOHN LASS	TUKWILA, WA 98108