CC56 103172

Ordinance No. 103172

AN ORDINANCE relating to the Department of Human Resources; authorizing said Department to undertake a City gardening authorizing said repartment to undertake a city galuering project for recreational and open space purposes; authorizing leases by the City from the United States Postal Service of certain property in the vicinity of Interlake Avenue North and North 46th Steet, from Safeway Stores, Incorporated of certain property in the vicinity of 10th Avenue East and East Mercer Street and from Mr. Rainie Picardo of certain property in the vicinity of 25th Avenue Northeast and Ravenna Boulevard for such vicinity of 25th Avenue Northeast and Ravenna Boulevard for such gardening purposes; and making a partially reimbursable appropriation from the Emergency Fund and declaring the emergency therefore.

3-11-14 Pass MH3-14-74 Divided Report
3-19-14 Fast

Council Bill No. 94891

MAR 11 1974	WCHAPMAN-
MAR 11 1974	10. Parks & Public Grounds
MAR 18 1974	HUMAN RESOURCES & JUD.
REPORTED: APR 1 1974	SECOND READING: APR 1 1974
THIRD READING: APR 1 1974	SIGNEDI APR 1 1974
PRESENTED TO MAYOR: APR 2 1974	APPROVED: APR 4 1974
RETD. TO CITY CLERK: APR 4 1974	PUBLISHÉD:
VETOED BY MAYOR:	VETO PUBLISHED:
PASSED OVER VETO:	VETO SUSTAINED:
ENGROSSED:	OY:
VOL PAGE	

See Back Cover

1751.

19. 12.

OPD 103275 -Re Dept of Human Resources, AMENDING Section 1, ORD 103172 to change the AMOUNT OF APPROP, DESIGNATE THE FUNDING SOURCE, & CHANGE THE REIMBURSEMENT FROM A PARTIAL BASIS.

. H. Kep

PUB (BC)
BLDG.
ENG.
B. O.
A. C.
S. E.
C. O.
LIGHT

JJD:sb 4/1/74

transfers.

ORDINANCE 103172

AN ORDINANCE relating to the Department of Human Resources; authorizing said Department to undertake a City gardening project for recreational and open space purposes; authorizing leases by the City from the United States Postal Service of certain property in the vicinity of Interlake Avenue North and North 46th Street, from Safeway Stores, Incorporated of certain property in the vicinity of 10th Avenue East and East Mercer Street, and from Mr. Rainie Picardo of certain property in the vicinity of 25th Avenue Northeast and Ravenna Boulevard for such gardening purposes; and making a partially reimbursable appropriation from the Emergency Fund and declaring the emergency therefore.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

AMENDED ORD, Section 1. That the Department of Human Resources is hereby authorized, for and on behalf of the City of Seattle, to undertake a City project for recreational and open space purposes at the nine (9) city-owned and three (3) privately held sites described in Exhibit "A" hereto, and for such purposes, the sum of Sixteen Thousand Five Hundred Eighty Six Dollars (\$16,586), or so much thereof as may be necessary, is hereby appropriated, on a partially reimbursable basis, and the City Comptroller is authorized to draw and the City Treasurer to pay the necessary warrants and make the necessary

Section 2. That, in connection therewith and for such gardening purposes, the Mayor and the City Comptroller are hereby authorized, for and on behalf of the City of Seattle, to execute leases, substantially in the form of Exhibits "B" and "C" hereto, for terms of approximately ten (10) months at a consideration of One Dollar (\$1.00) and purchase of or reimbursement to the Lessor for public liability insurance for the following described real properties, located in Seattle, King County, Washington:

Lots 9,10,11 and 12, Block 26 of Supplemental Lincoln Pontius Addition, located East of 10th Avenue East and South of East Mercer Street; and

Lots 1, 2, 9, 10, 11 and 12, Block 15 of Porterfields Addition, bounded by Interlake Avenue North, Stone Way North, North 46th Street and North 48th Street.

Section 3. That in connection therewith and for such gardening purposes, the Mayor and City Comptroller are hereby authorized, for and on behalf of the City of Seattle, to execute a lease, substantially in the form of Exhibit "D" hereto, for a term of approximately ten (10) months at a consideration of Six Hundred Fifteen and 51/100 Dollars (\$615.51) and purchase of or reimbursement to the Lessor for public liability insurance for the following described real property, located in Seattle, King County, Washington:

That portion of Tract 19, Mary Chandler's Addition, East of 25th Avenue Northeast, less the South 180 feet and less the North 120 feet, located in the vicinity of 25th Avenue Northeast and Ravenna Boulevard.

Section 4. WHEREAS, the appropriation herein made is to meet actual necessary expenditures of the City for which no appropriation has been made due to causes which could not reasonably have been foreseen at the time of making the 1974 Budget, Now, Therefore, in accordance with Ch. 7, Section 8, Laws of Washington 1967, Regular Session, by reason of the facts above stated and the emergency which is hereby declared to exist, this ordinance shall become effective immediately upon the approval or signing of the same by the Mayor or passage over his veto, as provided by the Charter of the City.

day of	fourths vote of a April	, 1974, and sign	ed by me in open
sion in authenticat	ion of its passage	e this //	_ day ofApril_
	다 하면 하면 하는 것이 없다. 당하다 나는 사람이 있는 사람이 있다.	/X/	/ /
4.		///L60A	5_ <i>-4</i>
			4D/1
		stdent of	the City Council
Approved by me t			, 1974.
		11/1	10.0
	C May	or	
	7/ all a	e Anril	, 1974.
Filed by me this	a day of	e <u>April</u>	, 1974.
Filed by me this	3 <u>/</u> day of	E <u>April</u>	, 1974.

STREET

BY: <u>Jeputy</u> <u>J. E. Jeisent</u> (SEAL) Published

REPORT - Agricultural Action Force March 7, 1974

Since the Parks and Public Grounds Committee chartered the "Agricultural Action Force" last December, we have been diligently examining vacant city-owned lands for possible use as "P Patches." We propose the use of nine city-owned sites and three privately held sites for this purpose this year. One additional site requires too much preparation to be feasible for gardening this year, but we would like to start that work in order that it might be available a year from now. The thirteen sites are described in the attached listing. A budget is also attached.

The budget reflects considerable "one time only" costs. The sites that require soil treatment will not require nearly so much next year; similarly, water installation is a one-time-only expenditure. The appropriation is also partially reimbursable. A fee of \$10.00 will be charged for each 10'X 40' or 10'X 20' (single gardeners) plot which will yield the City between \$5,000 and \$10,000 this year. Additionally, \$1,500 remains of the plot fees collected at the original P Patch last year. Private contributions toward improvements at specific sites are also a possibility. We expect that within two to three years, soil improvements and other costs will balance with plot fee income and urban agriculture will fully pay its own freight. For the present, the City will have to pick up some front end expenses. Also, this should be the last year we will have to lease the original P Patch (for taxes) — our efforts to secure federal funds to purchase the land now show promise of succeeding.

This is a project about which literally thousands of Seattle citizens feel strongly. Our efforts to determine which neighborhoods desire P Patches have generated more than 800 inquiries, representing over 3,000 potential gardeners. We regret that we may not be able to satisfy the demand this year given the poor quality of the land available. We hope to make a minimum of 500 plots available — a maximum of 1,000 — with expansion at these and other sites in the future to meet the increasing demand for garden plots.

The King County Cooperative Extension Service, an agency of Washington State University, has been extremely helpful to the task force. The Service has also volunteered to run gardening classes before the growing season begins for P Patchers and other gardeners who might be interested.

We hope that this report will meet with your approval.

Michael Hildt, City Council Gerry Johnson, City Council Bill McMillan, Building Dept. Cynthia Sullivan, DCD

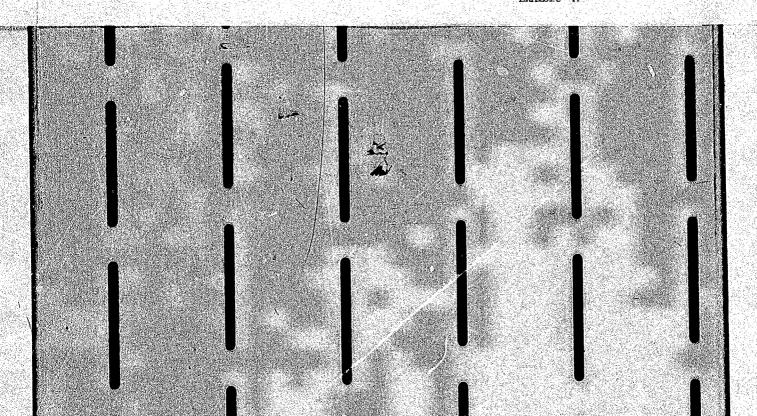
Ann S. Ormsby, Chairman Tom Agnew, Dept. of Human Resources Doug Newman, Dept. of Lighting Rae Tufts, Park Department

Exhibit "A"

SITE ANALYSIS

	ADDRESS:	SOIL REQUIREMENTS:	COST:	SIZE AND
1.	10th N.E. and N.E. 133rd (South of Jackson Golf Course)	Fertilizer 5-15-10 (800 lbs) Organic Matter	\$ 280.00	1/2 acre
2,	N.E. 80th, 25th - 27th N.E. (P Patch - to be leased)	Fertilizer 10-10-10 (2000 1bs)	700.00	2 1/2-3
3.	Interlake Avenue N. to Stone Way; N. 46th to N. 48th (U.S. Postal Service - probably available - community will help prepare, organize etc.)	Fertilizer and organic material	300,00 (approx.)	1/2 acre
4.	N. 107th and Evanston N. (former "Grassroots" site/ high degree of community interest)	Fertilizer and some organic material	200.00 (approx.)	less tha or commu
5.	Interbay (north of driving range)	Fertilizer 5-15-10 (1600 lbs.) Organic Material	560.00	at least 100 plot
6.	26th E. and Lake Washington Blvd. (the "pit", available if the City retains ownership)	Fertilizer 5-15-10 (1600 lbs) Organic Material	560.00	l acre;
7.	E. 10th and Mercer (vacant Safeway parking lot - may be made available; Safeway may contribute to costs)	Fertilizer 5-15-10 (800 lbs) Organic Material	280.00	10-25 pl
8.	34th E. and E. Pike	Fertilizer 5-10-5 (800 lbs) Organic Material	280.00	10-25 pl
9.	24th S. and S. King (in Yesler-Atlantic project)	Fertilizer 5-15-10 (800 lbs) Organic Material	280.00	10 plots type gar

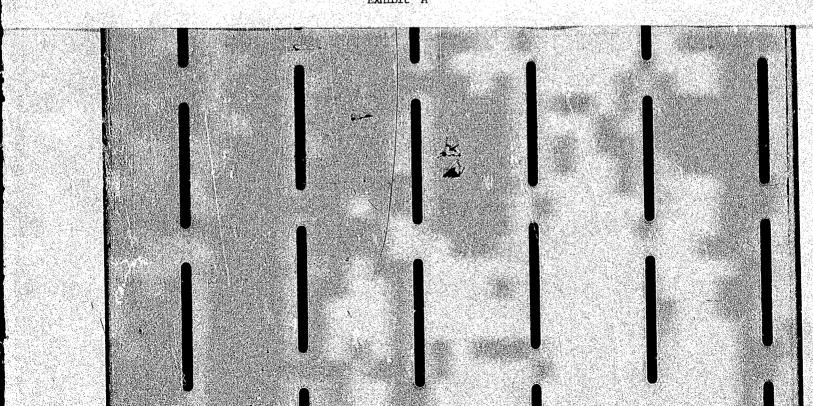
Exhibit "A"



	4	

	SOIL REQUIREMENTS:	<u>ccet:</u>	SIZE AND NUMBER OF PLOTS:
nd N.E. 133rd ackson Golf Course)	Fertilizer 5-15-10 (800 lbs) Organic Matter	\$ 280.00	1/2 acre; 25-50 plots
25th - 27th N.E. to be leased)	Fertilizer 10-10-10 (2000 lbs)	700.00	2 1/2-3 acres; 200+ plots
wenue N. to Stone Way; N. 43th Il Service - probably community will help ganize etc.)	Fertilizer and organic material	300.00 (approx.)	1/2 acre; 25-50 plots
nd Evanston N. :assroots" site/ e of community interest)	Fertilizer and some organic material	200,00 (approx.)	less than 1/2 acre - 25 plots or community-type garden
north of driving	Fertilizer 5-15-10 (1600 lbs.) Organic Material	560.00	at least 1 acre; approximately 100 plots
l Lake Washington Blvd. available if the ns ownership)	Fertilizer 5-15-10 (1600 lbs) Organic Material	560.00	1 acre; 50 -100 plots
i Mercer eway parking lot - available; Safeway may to costs)	Fertilizer 5-15-10 (800 lbs) Organic Material	280.00	10-25 plots
j E. Pike	Fertilizer 5-10-5 (800 lbs) Organic Material	280.00	10-25 plots
l S. King -Atlantic project)	Fertilizer 5-15-10 (800 lbs) Organic Material	280.00	10 plots or so or community- type garden

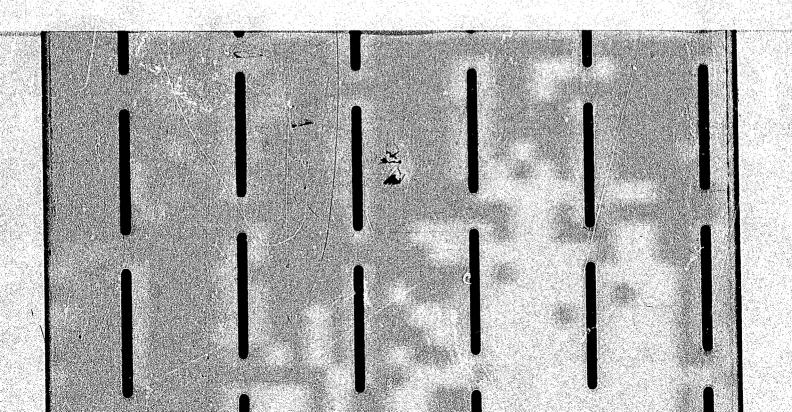
Exhibit "A"



SITE ANALYSIS - 2

ADDRESS:	SOIL REQUIREMENTS:	<u>COST</u> :	SIZE AND NUI
10. S.W. Brandon and 29th S.W. (near West Seattle Golf Course)	Fertilizer 5-15-10 (1600 lbs) Organic Material	\$ 560.00	at least 1 a
11. Snoqualmie - 12th and 13th S. (City Light right of way on Beacon Hill)	Fertilizer 5-15-5 (1200 lbs) Organic Material	420.00	1 acre; 50-
12. 42nd S. and S. Thistle (City Light right of Way Rainier Valley)	Fertilizer 5-15-5 (1200 lbs) Organic Material	420.00	1/2 - 1 acr
13, Yesler Terrace and 10th Avenue (above Jackson Street)	Fertilizer 5-15-5 (600 lbs) Organic Material	210.00	not availab

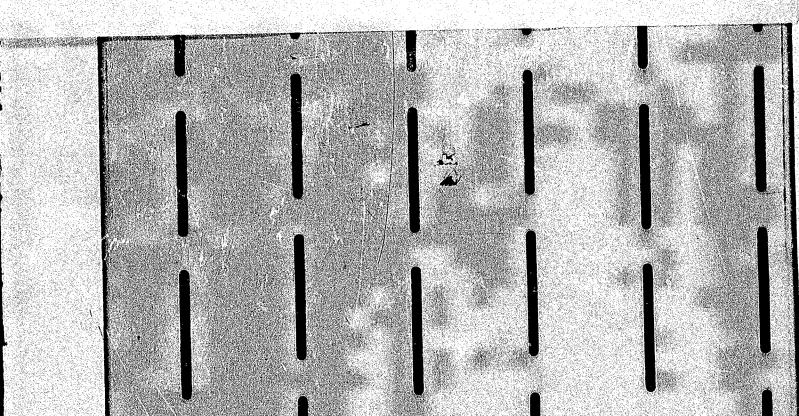
"Exhibit "A"



33.	

	SOII, REQUIREMENTS:	<u>cost</u> :	SIZE AND NUMBER OF PLOTS:
l 29th S.W. le Golf Course)	Fertilizer 5-15-10 (1600 lbs) Organic Material	\$ 560.00	at least 1 acre; 100 or so plots
th and 13th S. nt of way on	Fertilizer 5-15-5 (1200 lbs) Organic Material	420.00	1 acre; 50-100 plots
Thistle nt of way	Fertilizer 5-15-5 (1200 lbs) Organic Material	420.00	1/2 - 1 acre; 50 or so plots
and 10th Avenue Street)	Fertilizer 5-15-5 (600 lbs) Organic Material	210.00	not available this year

"Exhibit "A"



	ORIGINAL BUDGET		DUCED BY	REVISED BUDGET
Site Preparation:	\$ 1,560,00	\$	240.00	\$1,320.00
	그 전 시작하는 중앙 경기를 하고 있다.		÷0÷	1,300.00
Water Installation Water Bill @ \$25.00/mo for	1,300.00			1,320.00
	1.560.00		240.00	1,320.00
AND	1,560.00		240.00	
Power Raking e 3120. Soil Improvements (fertilizer &	5,050.00		900.00	4,150.00
Organic material)	/		-0-	1,560.00
Organic material) End-of-Season Roto-tilling @ \$120.00,	1,560.00		-0-	615.51
site	0100			2.00.00
p-patch Lease Insurance	200.00		-0-	
Administration:	4,500.00		+0=	4,500.00
1 Coord. 6 months evaluation of most receptionist/Secretary 0 6 most	2,400.00		2,400.00	-0
@ \$400/mo. (2/3 tille) Office Space 6 mos 200 sq. ft.	400.00		400.00	-0-
Office Space o Mod- @ \$4.00/sq.ft./hr.	175.00		175.00	-0-
@ \$4.00/59.25.	60.00		60.00	-0-
2 Desks	110.00		110.00	-0-
2 Chairs 2 Phones of 2 lines/installation rent	180.00	addition.	180.00	~0~
2 Phones of 2 lines/inc			40.00	-0-
	40.00		215.00	<i>-</i> ∙0−
1 2-drawer file	215.00		10.00	-0-
1 typewritera s2.00/ream	10.00 2,400.00		2,400.00	-0-
5 reams typing paper 5.10 ea/approx. 24,000 postage @ \$.10 ea/approx. 24,000			75.00	-0-
Pencils, pens, mcco	75.00		480.00	∻0∻
file folders	480.00		144.00	-0-
file folders 24,000 reproduction 0 \$.02/copy	144.0			
24,000 envelopes e vo.	900.0	<u>0</u>	900.00	경기 보면 가는 사람들이 하는데 뭐 되었다.
1 Van of Pick-up for 6 months	\$25,494.5	1	\$9,209.00	\$16,285.51

exhibit A

This Lease Agreement is made between the City of Seattle, a municipal corporation of the State of Washington, its successors and assigns (called the "City" herein) as Lessee and the United States Postal Service, its successors and assigns, (called the "Lessor" herein) as Lessor.

1. <u>Lease of Unimproved Property</u>: Lessor hereby leases to the City certain unimproved property in the vicinity of Interlake Avenue North and North 46th Street in Seattle, King County, Washington, and which is more particularly described as follows:

Lots 1, 2, 9, 10, 11 and 12, Block 15 of Porterfield's Addition, bounded by Interlake Avenue North, Stone Way North, North 46th Street and North 48th Street

for a term of ten (10) months commencing March 1, 1974, and terminating

December 31, 1974. The area leased is hereinafter called the "Premises".

- 2. Pent: The City shall upon execution of this lease pay the Lessor the sum of One Dollar (\$1.00) for the use of the premises. The City shall also reimburse the Lessor for his expenses in securing public liability insurance as described in Paragraph 4.
- 3. <u>Use</u>: The premises shall be used solely as a garden to be cultivated in connection with the City's garden project for recreational and open space purposes and the City agrees that products grown on the premises shall not in any way be used for commercial purposes.
- 4. <u>Insurance</u>: The Lessor shall secure public liability insurance covering the premises with policy limits in the amount of \$50,000 per individual for personal injury, the amount of \$100,000 in the aggregate for any one occurrence, and in the amount of \$50,000 property damage for each occurrence. As specified in Paragraph 2 of this Agreement the City agrees to reimburse the Lessor for his expenses in carrying the above liability insurance.

- 5. <u>Liability</u>: Lessor shall hold the City harmless from all claims for injury or damage caused to persons or property by the fault or neglect of the Lessor on the premises. The City shall hold the Lessor harmless from all claims for accident or injury caused to persons or property by the fault or neglect of the City occurring without the fault of the Lessor in or about the areas under control by the Lessor.
- 6: <u>Lessor's Address</u>: Written notices, rental payments, and claims for damages shall be made to the Lessor at the following address:

United States Postal Service Seattle District P.O. Box 9000 Seattle, Washington 98109

7. <u>City's Address</u>: Written notices, requests and grievances, and other inquiry shall be made to:

Building Department 503 Municipal Building Seattle, Washington 98104

		1ty have executed 115 1
Agreement this	_ day 01	
THE CITY OF SEATTLE	LESSOR	
Executed under the Auth	ority	
of Ordinance		
By Mayor	Title	
Date: ATTEST:		
City Comptroller		

-2-Exhibit "B" STATE OF WASHINGTON COUNTY OF KING and described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my ard deed, for the uses and purposes therein mentioned. Given under my hard this _____ day of ______, 1974. Notary Public in and for the State of Washington, residing at Seattle. STATE OF WASHINGTON , 1974, before me personally COUNTY OF KING On this day of of the orporation that executed the within and foregoing instrument, and or the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed in the corporate seal of said corporation. is the corporate seal of said corporation. In Witness Whereof I have hereunto set my hand the day and year first above written. Notary Public in and for the State

Exhibit "B"

of Washington, residing at Scattle.

This Lease Agreement is made between the City of Seattle, a municipal corporation of the State of Washington, its successors and assigns (called the "City" herein) as Lessee and the Safeway Stores, Incorporated, its successors and assigns, (called the "Lessor" herein) as Lessor.

1. <u>Lease of Unimproved Property</u>: Lessor hereby leases to the City certain unimproved property in the vicinity of 10th Avenue Fast and East Mercer Street in Seattle, King County, Washington, and which is more particularly described as follows:

Lots 9, 10, 11 and 12, Block 26 of Supplemental Lincoln Pontius Addition, located Fast of 10th Avenue East and South of East Mercer Street

for a term of ten (10) months commencing March 1, 1974, and terminating December 31, 1974. The area leased is hereinafter called the "Premises".

- 2. Rent: The City shall upon execution of this lease pay the
 Lessor the sum of One Dollar (\$1.00) for the use of the premises. The
 City shall also reimburse the Lessor for his expenses in securing public
 liability insurance as described in Paragraph 4.
- 3. Use: The premises shall be used solely as a garden to be cultivated in connection with the City's garden project for recreational and open space purposes and the City agrees that products grown on the premises shall not in any way be used for commercial purposes.
- 4. <u>Insurance</u>: The Lessor shall secure public liability insurance covering the premises with policy limits in the amount of \$50,000 per individual for personal injury, the amount of \$100,000 in the aggregate for any one occurrence, and in the amount of \$50,000 property damage for each occurrence. As specified in Paragraph 2 of this Agreement the City agrees to reimburse the Lessor for his expenses in carrying the above liability insurance.

This Lease Agreement is made between the City of Seattle, a municipal corporation of the State of Washington, its successors and assigns (called the "City" herein) as Lessee and the Safeway Stores, Incorporated, its successors and assigns, (called the "Lessor" herein) as Lessor.

 Lease of Unimproved Property: Lessor hereby leases to the City certain unimproved property in the vicinity of 10th Avenue East and East Mercer Street in Seattle, King County, Washington, and which is more particularly described as follows:

Lots 9, 10, 11 and 12, Block 26 of Supplemental Lincoln Pontius Addition, located East of 10th Avenue East and South of East Mercer Street

for a term of ten (10) months commencing March 1, 1974, and terminating December 31, 1974. The area leased is hereinafter called the "Premises".

- 2. Rent: The City shall upon execution of this lease pay the Lessor the sum of One Dollar (\$1.00) for the use of the premises. The City shall also reimburse the Lessor for his expenses in securing public liability insurance as described in Paragraph 4.
- 3. Use: The premises shall be used solely as a garden to be cultivated in connection with the City's garden project for recreational and open space purposes and the City agrees that products grown on the premises shall not in any way be used for commercial purposes.
- 4. <u>Insurance</u>: The Lessor shall secure public liability insurance covering the premises with policy limits in the amount of \$50,000 per individual for personal injury, the amount of \$100,000 in the aggregate for any one occurrence, and in the amount of \$50,000 property damage for each occurrence. As specified in Paragraph 2 of this Agreement the City agrees to reimburse the Lessor for his expenses in carrying the above liability insurance.

- 5. <u>Liability</u>: Lessor shall hold the City harmless from all claims for injury or damage caused to persons or property by the fault or neglect of the Lessor on the premises. The City shall hold the Lessor harmless from all claims for accident or injury caused to persons or property by the fault or neglect of the City occurring without the fault of the Lessor in or about the areas under control by the Lessor.
- 6. <u>Lessor's Address</u>: Written notices, rental payments, and claims for damages shall be made to the Lessor at the following address:

Safeway Stores, Incorporated 1121 - 124th N.E. Bellevue, Washington 98005

7. <u>City's Address</u>: Written notices, requests and grievances, and other inquiry shall be made to:

Building Department 503 Municipal Building Seattle, Washington 98104

IN WITNESS WHEREC	F, the Lessor and the C	city have executed this Lease
Agreement this	day of	
	LESSOR	
THE CITY OF SEATTLE		
Executed under the A	uthority	
of Ordinance		
By Mayor	Title	
Date:		
AUTEST:		
City Comptroller		

-2-Exhibit "C"

	Management of the state of the
Carried and the second and the secon	multi-framewings to be writing the state of
CUINCHAN	용하다 생활하는 하는 것은 사람들이 되었다. 생활하는 사람들이 사용하는 사람들이 보고 있다.
TATE OF WASHINGTON)	
OUNTY OF KING	
On this day personally appe	eared before me known to be the individuals
and weather the	e within and foregoing instrument, and
The standard That Life begins	and the contract of the contra
and deed, for the uses and purpo hand this day of	, 1974.
Italy.	하게 하는 사람들은 가지하게 살아 하는 사람들은 그는 그는 사는 사용이 되었습니다.
그것 없는 경기에 가는 사람들은 그들이 되는 것이 없는 나는 사람이 없다.	집단 전략 내내 그리 이동 경기를 내내 내용하다 되고 있었다.
	For the State
	For the State
STATE OF WASHINGTON	For the State
) SB.	Notary Public in and for the State of Washington, residing at Seattle.
) SB.	Notary Public in and for the State of Washington, residing at Seattle.
COUNTY OF KING) ss. On this day of	Notary Public in and for the State of Washington, residing at Seattle. , 1974, before we personally and
On this day of appeared to me known to be the	Notary Public in and for the State of Washington, residing at Seattle. 1974, before me personally and and and foregoing instrument, and the within and foregoing instrument, and
On this day of appeared to me known to be the of the corporation that execute	Notary Public in and for the State of Washington, residing at Seattle. 1974, before me personally and and on the Within and foregoing instrument, and on the the free and voluntary act of said
On this day of appeared to me known to be the of the conporation that execute acknowledged said instrument to	Notary Public in and for the State of Washington, residing at Seattle. 1974, before me personally and and and foregoing instrument, and o be the free and voluntary act of said purposes therein mentioned, and on oath stated pargure said instrument and that the seal affixed
On this day of appeared to me known to be the of the conporation that execute acknowledged said instrument to corporation, for the uses and that they were authorized said	Notary Public in and for the State of Washington, residing at Seattle. 1974, before me personally and and and on the within and foregoing instrument, and on the free and voluntary act of said purposes therein mentioned, and on oath stated purposes therein mentioned, and on oath stated purposes in the seal affixed corporation.
On this day of appeared to me known to be the of the conporation that execute acknowledged said instrument to corporation, for the uses and that they were authorized said	Notary Public in and for the State of Washington, residing at Seattle. 1974, before me personally and and and on the within and foregoing instrument, and on the free and voluntary act of said purposes therein mentioned, and on oath stated purposes therein mentioned, and on oath stated purposes in the seal affixed corporation.
On this day of appeared to me known to be the of the conporation that execute acknowledged said instrument to corporation, for the uses and that they were authorized said	Notary Public in and for the State of Washington, residing at Seattle. 1974, before me personally and and and foregoing instrument, and o be the free and voluntary act of said purposes therein mentioned, and on oath stated pargure said instrument and that the seal affixed
On this day of appeared to me known to be the of the corporation that execute acknowledged said instrument to corporation, for the uses and that they were authorized to e is the corporate scal of said. In Witness Whereof I have	Notary Public in and for the State of Washington, residing at Seattle. 1974, before me personally and and and and on the free and voluntary act of said purposes therein mentioned, and on oath stated execute said instrument and that the seal affixed corporation. We hereunto set my hand the day and year first
On this day of appeared to me known to be the of the corporation that execute acknowledged said instrument to corporation, for the uses and that they were authorized to e is the corporate scal of said. In Witness Whereof I have	Notary Public in and for the State of Washington, residing at Seattle. 1974, before me personally and and and on the within and foregoing instrument, and on the free and voluntary act of said purposes therein mentioned, and on oath stated purposes therein mentioned, and on oath stated purposes in the seal affixed corporation.

This Lease Agreement is made between the City of Seattle, a municipal corporation of the State of Washington, its successors and assigns (called the "City" herein) as Lessee and Rainie Picardo, his successors and assigns, (called the "Lessor" herein) as Lessor.

1. <u>Lease of Unimproved Property</u>: Lessor hereby leases to the City certain unimproved property in the vicinity of 25th Avenue Northeast and Ravenna Boulevard in Seattle, King County, Washington, and which is more particularly described as follows:

That portion of Tract 19, Mary Chandler's Addition, East of 25th Avenue Northeast, less the South 180 feet and less the North 120 feet.

for a term of ten (10) months commencing March 1, 1974, and terminating December 31, 1974. The area leased is shown in Exhibit "E" hereto and is hereinafter called the "Premises".

- 2. <u>Rent</u>: The City shall upon execution of this lease pay the
 Lessor the sum of Six Hundred Fifteen and 51/100 Dollars (\$615.51) for
 the use of the premises. The City shall also reimburse the Lessor for
 the expenses in securing public liability insurance as described in Para
 - graph 4.

 3. <u>Use</u>: The premises shall be used solely as a garden to be cultivated in connection with the City's garden project for recreational and open space purposes and the City agrees that products grown on the premises shall not in any way be used for commercial purposes.
 - 4. <u>Insurance</u>: The Lessor shall secure public liability insurance covering the premises with policy limits in the amount of \$50,000 per individual for personal injury, the amount of \$100,000 in the aggregate for any one occurrence, and in the amount of \$50,000 property damage for each occurrence. As specified in Paragraph 2 of this Agreement the City agrees to reimburse the Lessor for his expenses in carrying the above liability insurance.

Exhibit "D"

- 5. <u>Liability</u>: Resser shall hold the City harmless from all claims for injury or damage caused to persons or property by the fault or neglect of the Lessor on the premises. The City shall hold the Lessor harmless from all claims for accident or injury caused to persons or property by the fault or neglect of the City occurring without the fault of the Lessor in or about the areas under control by the Lessor.
 - 6. <u>Lessor's Address</u>: Written notices, rental payments, and claims for damages shall be made to the Lessor at the following address:

Rainie Picardo 2412 Northeast 80 Seattle, Wa. 98115

7. <u>City's Address</u>: Written notices, requests and grievances, and other inquiry shall be made to:

Building Department 503 Municipal Building Seattle, Washington 98104

IN WITNESS WHEREOF, the Lesso	r and the City	have executed	this Lease
IN WITNESS WHERPOF, the Most Agreement this day of			
THE CITY OF SEATTLE	LESSOR		
Executed under the Authority			
of Ordinance			
By Mayor	Title		
pate:			
ATTEST:			
City Comptroller			

Exhibit "D"

And the state of t

S. 14-73 E. P. S. Barrier and C. Bar

STATE OF WASHINGTON SS. COUNTY OF KING On this day personally appeared before me and described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my , 1974. Notary Public in and for the State of Washington, residing at Seattle. STATE OF WASHINGTON SS. COUNTY OF KING On this day of , 1974, before me personally appeared to me known to be the of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation. In Witness Whereof I have hereunto set my hand the day and year first above written. Notary Public in and for the State of Washington, residing at Seattle.

-3-

Exhibit "D"

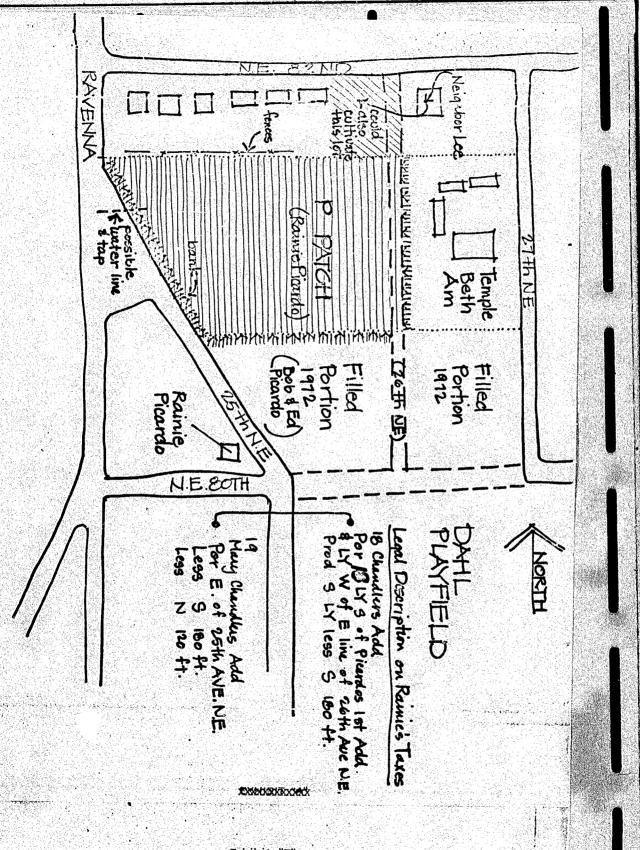


Exhibit "E"

The City of Seattle--Legislative Department 3-18-74- Referred to 4RIJ Norther-Mass MR. PRESIDENT: Your Committee on PARKS & PUBLIC GROUNDS and FINANCE Date Reported to which was referred C.B. 94891, and Adopted relating to the Department of Human Resources; authorizing said Department to undertake a City gardening project for recreational and open space purposes; authorizing leases by the City from the United States Postal Service of certain property in the vicinity of Interlake Avenue North and North 46th Street, from Safeway Stores, Incorporated of certain property in the vicinity of 10th Avenue East and East Mercer Street and from Mr. Rainie Picardo of certain property in the vicinity of 25th Avenue Northeast and Ravenna Boulevard for such gardening purposes; and making a partially reimbursable appropriation from the Emergency Fund and declaring the emergency therefor. RECOMMENDS THAT THE SAME RECOMMENDS THAT THE SAME RECOMMENDS THAT THE SAME DO PASS. BE HELD UNTIL AFTER THE BUDGET REVIEW. JD:rp 3/15/74 FROM PARKS & PUBLIC GROUNDS AND FINANCE COMMITTEES: COUNCIL BILL No. 94891 - ENTER TITLE AND DIVIDED REPORTS - THEN -MAR. 18, 1974 MOTION WAS MADE, AND DULY SECONDED, THAT THE RECOMMENDATION SIGNED BY BRUCE K. CHAPMAN, JOHN R. MILLER, SAM SMITH BE ADOPTED. MOTION FAILED. MOTION WAS MADE, AND DULY SECONDED, THAT THE RECOMMENDATION SIGNED BY TIM HILL, RANDY REVELLE, PHYLLIS LAMPHERE BE ADOPTED. MOTION CARRIED. - THEN -MOTION WAS MADE BY MRS. WILLIAMS, AND DULY SECONDED, THAT COUNCIL BILL No. 94891 BE REFERRED TO THE HUMAN RESOURCES & JUDICIARY COMMITTEE, MOTION CARRIED.

