

ORDINANCE No. 112244

COUNCIL BILL No. 104842

AN ORDINANCE relating to City of Seattle property in BEECH, NORTH PARK ADDITION, transferring partial jurisdiction of said property from the City Light Dept. to the Engineering Dept. for street purposes; vacating EVANSTON AVE. NORTH between North 103rd St. and North 104th St.; authorizing the sale of portions of said vacated street to William B. Cloes and Gertrude O. Cloes, husband and wife, and vesting a Quit Claim Deed from William B. Cloes and Gertrude O. Cloes to a certain party in said vacated street for City Light Dept. purposes. (P.M. #260431-2-303B) (C 5067)

Law Department

The City of Seattle

REPORT

Honorable President:

Your Committee on TRANSPORT

to which was referred the within Council Bill No. report that we have considered the same and re

DO PASS

Deed # 19083

COMPTROLLER FILE No.

Introduced: APR 1 1985	By: EXECUTIVE REQUEST
Referred: APR 1 1985	To: <i>TRANSP</i>
Referred:	To:
Referred:	To:
Reported: APR 15 1985	Second Reading: APR 15 1985
Third Reading: APR 15 1985	Signed: APR 15 1985
Presented to Mayor: APR 16 1985	Approved: APR 23 1985
Returned to City Clerk: APR 23 1985	Published:
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

REC'D OMB APR 16 1985



Law Department

The City of Seattle--Legislative Department

REPORT OF COMMITTEE

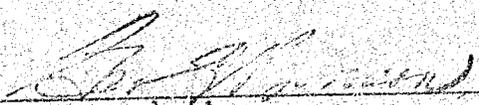
Date Reported
and Adopted
4-10-85

Honorable President:

Your Committee on TRANSPORTATION

to which was referred the within Council Bill No. 104842
report that we have considered the same and respectfully recommend that the same:

DO PASS (1-0)



Committee Chair

REC'D OMB APR 16 1985

ORDINANCE 112244

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AN ORDINANCE relating to City of Seattle property in BLOCK 7, NORTH PARK ADDITION, transferring partial jurisdiction of said property from the City Light Department to the Engineering Department for street purposes; vacating EVANSTON AVENUE NORTH between North 103rd Street and North 104th Street; authorizing the sale of portions of said vacated street to William B. Cloes and Georgia O. Cloes, husband and wife, and accepting a Quit Claim Deed from William B. Cloes and Georgia O. Cloes to a certain portion of said vacated street for City Light Department purposes.
(P.M. No. 260431-2-303B) (C.F. No. 288067)

WHEREAS, there has been filed with the City Council the petition of William B. Cloes and Georgia O. Cloes, et al, (City Comptroller's File No. 288067) for the vacation of that portion of Evanston Avenue North between North 103rd Street and North 104th Street, as therein fully described; and

WHEREAS, following a hearing held on the 23rd day of February, 1983, the petition was duly granted by the Seattle City Council; and

WHEREAS, pursuant to R.C.W. 35.79.030, the petitioners have paid Eighteen-Thousand Eight-Hundred-Thirty Dollars (\$18,830.00) to the City, which amount is one-half of the appraised value of the property being vacated according to an appraisal obtained by the Director of Engineering; and

WHEREAS, a portion of the subject vacation would accrue to the City (City Light Department) as an automatic action of the vacation process; and

WHEREAS, the City Light Department has determined that a certain portion of the vacated area would be surplus to that Department's need; and

WHEREAS, pursuant to the direction of the Seattle City Council, exchange of property was determined by agreement between the petitioners and the City Light Department; and

WHEREAS, pursuant to the provisions of RCW 35.94.040, the City's legislative authority has found and declared that portion of the vacated property would have no future use and is not needed for providing public utility service and has, by Resolution, declared the fair market value of said property, particularly described herein below in Sections 2 and 3 to be Seventy-Two-Thousand Eight-Hundred Dollars (\$72,800.00); and

WHEREAS, the petitioners, William B. Cloes and Georgia O. Cloes, have paid to the City \$18,200.00 as down payment for the execution of a Real Estate Contract to purchase said surplus property; Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

1 Section 1. That

2 Evanston Avenue North and the alley adjacent
3 to Block 21, North Park Addition, as re-
4 corded in Volume 18 of Plats, page 76,
5 Records of King County, Washington, being
6 that portion of right of way lying north of
7 the north line of North 103rd Street, south
8 of the south line of North 104th Street and
9 west of the west line of Fremont Avenue
10 North produced north from the northeast cor-
11 ner of said block; AND,
12 The portion of the alley in Block 7, North
13 Park Addition, being that portion thereof in
14 the block between North 103rd Street and
15 North 104th Street and from the westerly
16 line of Evanston Avenue North to a line con-
17 structed 25 feet east and parallel with the
18 east line of Lot 14, said block, as pro-
19 duced;

20 be and the same are hereby vacated;

21 Reserving to the City of Seattle the right
22 to make all necessary slopes for cuts or
23 fills upon the above described property in
24 the reasonable original grading of any
25 avenue and alley abutting upon said property
26 after said vacation.

27 Section 2. That upon receipt of Eighteen-Thousand
28 Two-Hundred Dollars (\$18,200.00), as down payment from
29 William B. Cloes and Georgia O. Cloes, for deposit in the
30 Light Fund, the Mayor is authorized to execute and the City
31 Comptroller to attest for and on behalf of the City of
32 Seattle, a Real Estate Contract substantially in the form
33 attached hereto as Exhibit "A" (P.M. No. 260431-2-303B),
34 between the City of Seattle and William B. Cloes and Georgia
35 O. Cloes, for the following described real property in King
36 County, Washington:

37 That portion of vacated Evanston Avenue
38 North located in the northeast quarter of
39 the northwest quarter of the northwest
40 quarter of Section 31, Township 26 North,
41 Range 4 East, W.M., AND that portion of the
42 alley adjacent to Block 21, North Park
43 Addition, as recorded in Volume 18 of Plats,
44 page 76, Records of King County, Washington,
45 described as follows:

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Beginning at the northeast corner of Lot 12, Block 7, said North Park Addition; Thence South 88°37'05" East 87.84 feet along the south margin of North 104th Street to the west margin of Fremont Avenue North produced north from the northeast corner of said Block 21; Thence South 00°42'32" West 102.10 feet along the west margin of Fremont Avenue North; Thence North 88°37'08" West 59.86 feet to the centerline of Evanston Avenue North; Thence South 13°30'51" West along said centerline to the north margin of North 103rd Street; Thence North 88°37'12" West along said north margin 2.456 feet; Thence North 00°02'30" East 204.26 feet to the point of beginning.

Section 3. That upon receipt of Fifty-Four-Thousand Six-Hundred Dollars (\$54,600.00), plus interest, according to the terms of the above-referenced Real Estate Contract, from William B. Cloes and Georgia O. Cloes, for deposit in the Light Fund, the Mayor is authorized to execute and the City Comptroller to attest for and on behalf of the City of Seattle, a Quit Claim Deed substantially in the form attached hereto as Exhibit "B", conveying to William B. Cloes and Georgia O. Cloes, husband and wife, the City of Seattle's interest in the following described property, representing the portion of vacated property which would accrue to William B. Cloes and Georgia O. Cloes as an automatic action of the street vacation as well as the portion which is surplus to the needs of the City Light Department and is authorized for sale herein by Real Estate Contract:

That portion of vacated Evanston Avenue North located in the northeast quarter of the northwest quarter of the northwest quarter of Section 31, Township 26 North, Range 4 East, W.M., AND that portion of the alley adjacent to Block 21, North Park Addition as recorded in Volume 18 of Plats, page 76, Records of King County, Washington, described as follows:

Beginning at the northeast corner of Lot 12,
Block 7, said North Park Addition;
Thence South 88°37'05" East 87.84 feet along
the south margin of North 104th Street to
the west margin of Fremont Avenue North
produced north from the northeast corner of
said Block 21;
Thence South 00°42'32" West 108.10 feet
along said west margin to the northeast
corner of said Block 21;
Thence North 88°37'08" West 10.22 feet along
the north margin of said Block 21 to the
easterly margin of Evanston Avenue North;
Thence South 13°30'51" West along said
easterly margin to the north margin of North
103rd Street;
Thence North 88°37'12" West along said north
margin 53.60 feet;
Thence North 00°02'30" East 204.26 feet to
the point of beginning.

Section 4. That such limited and partial jurisdiction
over the following described property as shall be necessary
for its continued use and maintenance:

The west 25 feet of Lots 12 and 13, Block 7,
North Park Addition, as recorded in Volume
18 of Plats, page 76, Records of King
County, Washington.

is hereby transferred from the City Light Department to the
Engineering Department for street purposes.

Section 5. That the Quit Claim Deed executed by William
B. Cloes and Georgia O. Cloes, husband and wife, on August
18, 1984, (King County Recording No. 8410180584) conveys to
the City of Seattle the following described real property
situated in Seattle, King County, Washington, to-wit:

That portion of vacated Evanston Avenue
North and the vacated alley in Block 7,
North Park Addition, as recorded in Volume
18 of Plats, page 76, in King County,
Washington, located in the northeast quarter
of the northwest quarter of the northwest
quarter of Section 31, Township 26 North,
Range 4 East, W.M., described as follows:

(To be used for all Ordinances except Emergency.)

Beginning at the northeast corner of Lot 12 of said Block 7;
Thence South 00°02'30" West 204.26 feet to the north margin of North 103rd Street;
Thence North 88°37'12" West 48.68 feet along said north margin to the southeast corner of Lot 13 of said Block 7;
Thence North 13°30'51" East 98.30 feet along the west margin of Evanston Avenue North to the northeast corner of said Lot 13;
Thence along the north margin of said Lot 13 a distance of 49.82 feet to the northwest corner thereof;
Thence North 00°02'30" East 12 feet to the southwest corner of said Lot 12;
Thence along the south margin of said Lot 12 a distance of 57.54 feet to the southeast corner thereof;
Thence North 13°30'51" East 98.30 feet along the west margin of Evanston Avenue North to the northeast corner of said Lot 12 and to the point of beginning;

EXCEPT the west 25 feet of said alley as herein described.

be and the same is hereby accepted, said property to be under the jurisdiction of the City Light Department.

Section 6. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 15th day of April, 1985,
and signed by me in open session in authentication of its passage this 15th day of April, 1985.

Norman B. Rice
President of the City Council.

Approved by me this 23rd day of April, 1985.

Charles P. Ryan
Mayor.

Filed by me this 23rd day of April, 1985.

J. J. Hill
City Comptroller and City Clerk.

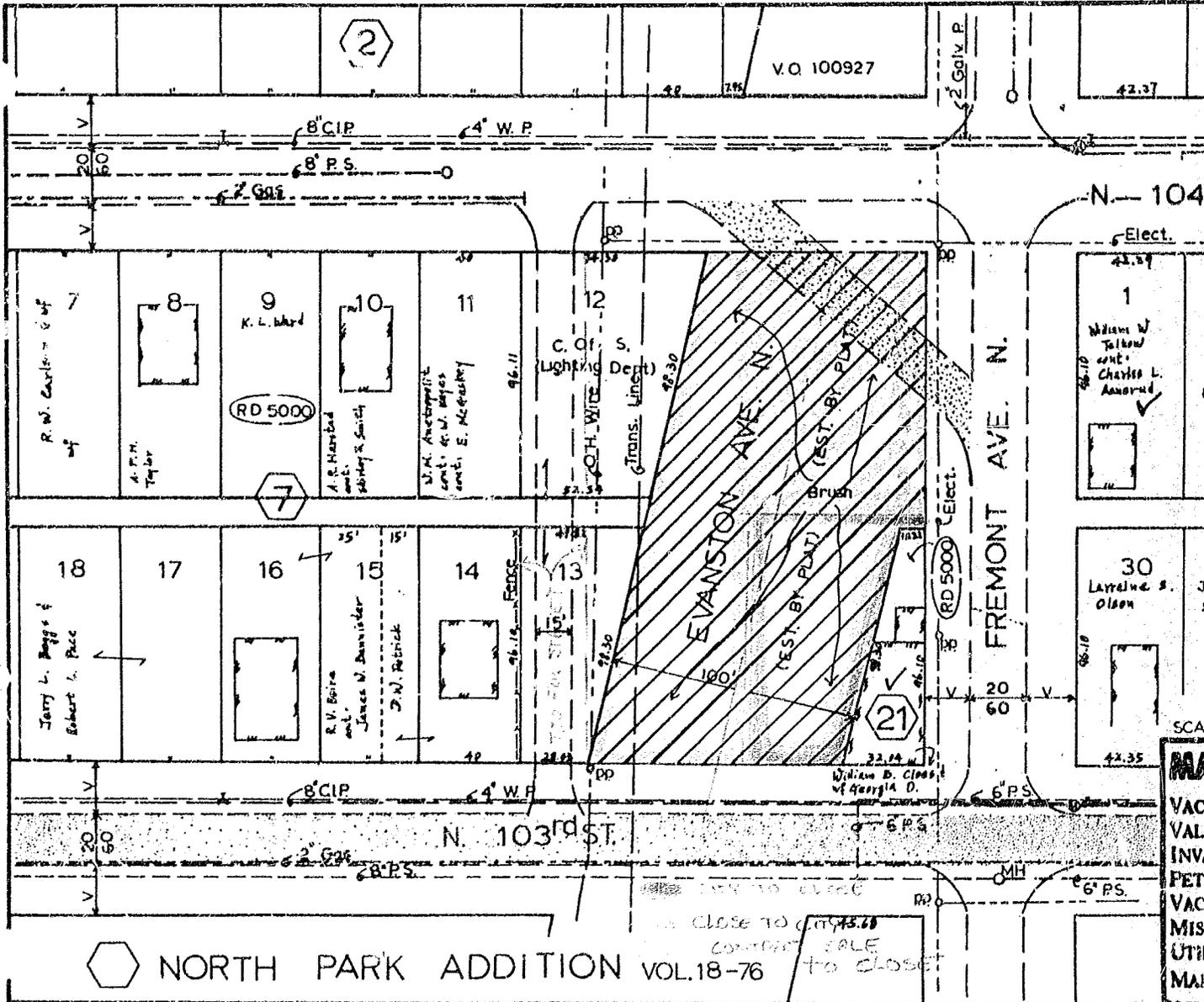
Attest: City Comptroller and City Clerk.

(SEAL)

Published

By *Theresa Dunbar*
Deputy Clerk.

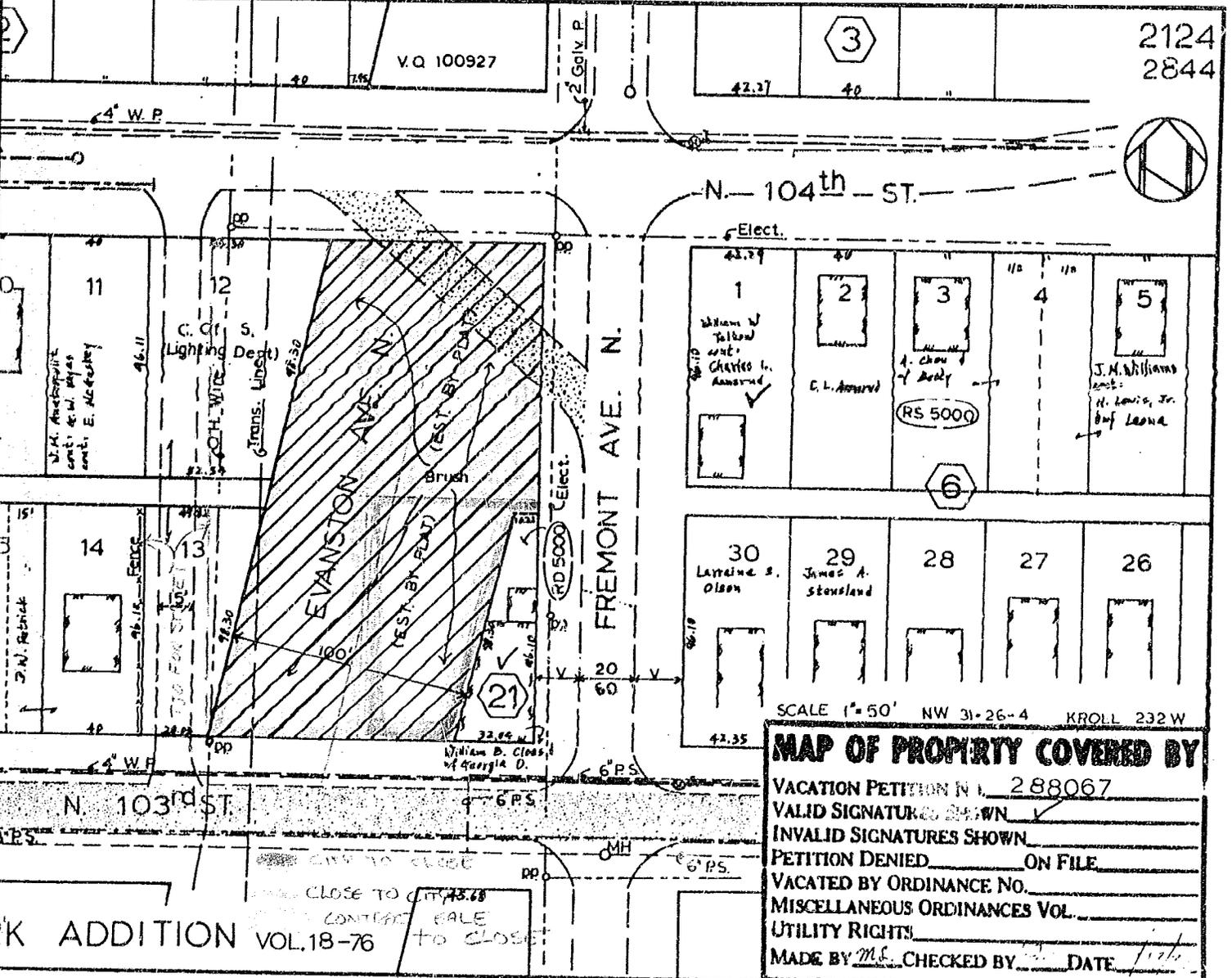
REVISION: Map revised to include the alley area produced east from Block 7



NORTH PARK ADDITION VOL. 18-76

SCA
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 PET
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ION: Map revised to include the alley area produced east from Block 7



SCALE 1" = 50' NW 31-26-4 KROLL 232 W

MAP OF PROPERTY COVERED BY

VACATION PETITION NO. 288067
 VALID SIGNATURES SHOWN
 INVALID SIGNATURES SHOWN _____
 PETITION DENIED _____ ON FILE _____
 VACATED BY ORDINANCE NO. _____
 MISCELLANEOUS ORDINANCES VOL. _____
 UTILITY RIGHTS _____
 MADE BY M.S. CHECKED BY _____ DATE July

MARK ADDITION VOL. 18-76

CITY OF SEATTLE

MEMORANDUM OF PROPOSED STREET VACATION

Notice is hereby given that the petition of property owners (City Comptroller's File No. 288067) for the vacation of:

EVANSTON AVENUE NORTH AND OF FREMONT AVENUE NORTH AND THE ALLEY ADJACENT TO BLOCK 21, NORTH PARK ADDITION, as recorded in Volume 18 of Plats, Page 76, Records of King County, Washington, being that portion of right of way lying north of the north line of North 103rd Street, south of the south line of North 104th Street and west of the west line of Fremont Avenue North produced north from the northeast corner of said block; and

PORTION OF THE ALLEY IN BLOCK 7 NORTH PARK ADDITION being that portion thereof in the block between North 103rd Street and North 104th Street and from the westerly line of Evanston Avenue North and a line constructed 25 feet east of and parallel with the east line of Lot 14 said block as produced.

RESERVING to the City of Seattle the right to make all necessary slopes for cuts or fills upon the above described property in the reasonable original grading of any avenue and alley abutting upon said property after said vacation; and further,

RESERVING to the City of Seattle the right to reconstruct, maintain and operate any existing overhead or underground utilities in said avenues and alley until the beneficiaries of said vacation arrange with the owner or owners thereof for their removal.

will be considered by the TRANSPORTATION COMMITTEE of the City Council in the Council Chambers, Room 1101, Seattle Municipal Building, on

WEDNESDAY, JANUARY 12, 1983, AT 10:00 A.M.

at which time petition for and protests against such vacation will be heard. It is requested that such letters or petitions be submitted on Monday preceding the hearing to allow time for review and consideration thereon.

A map, indicating the avenue described in the petition, has been posted on the site of the proposed vacation for your examination. The recommendation of the Board of Public Works is to grant with stipulations.

For further information, contact Larry Knutson, 912 Seattle Municipal Building, 600 Fourth Avenue, Seattle, Washington, 98104, or telephone 625-2385.

(OVER)

condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the Seller and applied as payment on the purchase price herein, unless the Seller elects to allow the Purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless Purchaser elects that said proceeds shall be paid to the Seller for application on the purchase price herein.

5. The Purchaser agrees to pay before delinquency all taxes and assessments that may hereafter become a lien on said premises.

6. The Purchaser shall be entitled to possession of said real estate upon receipt of the down payment and recording of this real estate contract, and to retain possession so long as Purchaser is not in default hereunder. The Purchaser covenants not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The Purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date Purchaser is entitled to possession.

7. In case the Purchaser fails to make any payment as herein provided, any amount unpaid by the Purchaser, together with interest at the maximum legal rate in effect at the time payment was due, from the due date of payment until repaid, shall be repayable by Purchaser on Seller's demand, all without prejudice to any other right the Seller might have by reason of such default.

8. The Purchaser agrees that full inspection of said described premises has been made and that neither the Seller nor assigns shall be held to any covenant respecting the condition of any improvements on said premises or to any agreement for alterations, improvements or repairs or defects of title, unless the covenant or agreement relied on be in writing and attached to and made a part of this contract.

9. Time is and shall be the essence of this contract. Upon failure of the Purchaser to fulfill any of the covenants herein contained in the time specified, the Seller may at its option fulfill any such covenant for the Purchaser at any time and without notice; and any money paid by the Seller for this purpose, together with interest at the maximum legal rate in effect at the time the Purchaser fails to fulfill any covenant contained herein, until repaid, shall be payable by the Purchaser to the Seller and shall be secured by this contract. The Seller may at its option, in the event of such default, or in the event of default of payment of principal and interest under this contract when due, or in the default of performance of any of the provisions specified by the Purchaser to be performed, declare this contract terminated and all Purchaser's rights hereunder terminated; and all sums of money previously paid by said Purchaser and all improvements placed on the real estate shall become forfeited to the Seller and retained and accepted by the Seller as liquidated damages; and the Seller shall have the right to reenter and take possession of said premises and any appurtenances thereon. No waiver by the Seller of default on the part of the Purchaser shall be construed as a waiver of any subsequent default.

Service upon Purchaser of all demands, notices or other papers, with respect to forfeiture and termination of Purchaser's rights, may be made by United States mail, postage prepaid, return receipt requested, directed to the Purchaser at his address last known to Seller.

10. Upon Seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the Purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the Seller shall bring suit to procure an adjudication of the termination of the Purchaser's rights hereunder, and judgment is so

entered, the Purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the

reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sum shall be included in any judgment or decree entered in such suit.

11. It is expressly understood and agreed that this contract to purchase cannot be sold or assigned without the prior written permission of the Seller, and any permission so given shall not relieve the Purchaser from any of the obligations herein contained.

IN WITNESS WHEREOF, pursuant to the provisions of Ordinance _____ of the City of Seattle, said City has caused this instrument to be executed by its Mayor and City Comptroller, thereunto duly authorized, and has caused its corporate seal to be hereunto affixed this _____ day of _____, 198_____.

PURCHASER

THE CITY OF SEATTLE

William H. Cloes
WILLIAM H. CLOES

By: _____
Mayor

Georgia O. Cloes
GEORGIA O. CLOES

By: _____
City Comptroller

(FOR INDIVIDUAL ACKNOWLEDGMENT)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I, the undersigned, a Notary Public, do hereby certify that on this 18 day of August, 1984, personally appeared before me WILLIAM B. CLOES and GEORGIA O. CLOES, his wife, to me known to be the individuals described in and who executed the within 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 hand and official seal the day and year in this certificate above written.



William MacDonell
Notary Public in and for the State of Washington,
residing at Seattle

QUIT CLAIM DEED

THE GRANTOR, The City of Seattle, a municipal corporation, insofar as it has rights or title or any hereafter acquired rights or title, for and in consideration of the sum of One Dollar in hand paid, conveys and quitclaims to WILLIAM B. CLOES and GEORGIA O. CLOES, his wife, all its rights, title and interest in the following described real estate located in King County, Washington, to wit:

That portion of vacated Evanston Avenue North located in the northeast quarter of the northwest quarter of the northwest quarter of Section 31, Township 26 North, Range 4 East, W.M., AND that portion of the alley adjacent to Block 21, North Park Addition as recorded in Volume 18 of Plats, page 76, records of King County, Washington, described as follows:

Beginning at the northeast corner of Lot 12, Block 7, said North Park Addition; thence South 88°37'05" East 87.84 feet along the south margin of North 104th Street to the west margin of Fremont Avenue North produced north from the northeast corner of said Block 21; thence South 0°42'32" West 108.10 feet along said west margin to the northeast corner of said Block 21; thence North 88°37'08" West 10.22 feet along the north margin of said Block 21 to the easterly margin of Evanston Avenue North; thence South 13°30'51" West along said easterly margin to the north margin of North 103rd Street; thence North 88°37'12" West along said north margin 53.60 feet; thence North 0°02'30" East 204.26 feet to the point of beginning.

LEGAL DESCRIPTION BY [Signature] OF 7/19/54

IN WITNESS WHEREOF, pursuant to the provisions of Ordinance _____ of the City of Seattle, said City has caused this instrument to be executed by its Mayor and City Comptroller thereunto duly authorized and has caused its corporate seal to be hereunto affixed this _____ day of _____ 19____.

THE CITY OF SEATTLE

By _____ Mayor

City Comptroller

STATE OF WASHINGTON)
) ss.
COUNTY OF)

On this _____ day of _____ 19____, before me personally appeared _____, to me known to be the _____ Mayor, and _____, to me known to be the _____ City Comptroller, respectively, of the City of Seattle the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal 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 municipal corporation.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public in and for the State of Washington, residing at _____

OK

KING COUNTY
EXCISE TAX
OCT 18 1984
R0796925

QUIT CLAIM DEED

THE GRANTORS, William B. Cloes and Georgia O. Cloes, husband and wife, insofar as each has rights or title or any hereafter acquired rights or title, for and in consideration of the sum of One Dollar (\$1.00) in hand paid, convey and quitclaims to the City of Seattle, a municipal corporation, all their rights, title and interest in the following described real estate located in King County, Washington, to wit:

3410180584

That portion of vacated Evanston Avenue North and the vacated alley in Block 7, North Park Addition, as recorded in Volume 18 of Plats, page 76, in King County, Washington, located in the northeast quarter of the northwest quarter of the northwest quarter of Section 31, Township 26 North, Range 4 East, W.M., described as follows:

Beginning at the northeast corner of Lot 12 of said Block 7;
thence South 0°02'30" West 204.26 feet to the north margin of North 103rd Street;
thence North 88°37'12" West 48.68 feet along said north margin to the southeast corner of Lot 13 of said Block 7;
thence North 13°30'51" East 98.30 feet along the west margin of Evanston Avenue North to the northeast corner of said Lot 13;
thence along the north margin of said Lot 13 a distance of 49.82 feet to the northwest corner thereof;
thence North 0°02'30" East 12 feet to the southwest corner of said Lot 12;
thence along the south margin of said Lot 12 a distance of 57.54 feet to the southeast corner thereof;
thence North 13°30'51" East 98.30 feet along the west margin of Evanston Avenue North to the northeast corner of said Lot 12 and to the point of beginning;
EXCEPT the west 25 feet of said alley as herein described.

LEGAL DESCRIPTION
BY _____
CHK _____

RECORDED
Oct 10 2 10 PM '84
BY THE CLERK
OF KING COUNTY

Made this 18th day of August, 1984.

William B. Cloes
WILLIAM B. CLOES

Georgia O. Cloes
GEORGIA O. CLOES

84-10-18
RECD \$ 1.00
CASHSL
#0584 E
\$1.00
55

(FOR INDIVIDUAL ACKNOWLEDGMENT)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I, the undersigned, a Notary Public, do hereby certify that on this 18th day of August 1984, personally appeared before me WILLIAM B. CLOES and GEORGIA O. CLOES, his wife, to me known to be the individuals described in and who executed the within 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 hand and official seal the day and year in this certificate above written.



Carla MacLeod
Notary Public in and for the State of Washington,
residing at Seattle, Wash.

City of Seattle

Executive Department-Office of Management and Budget

Gary Zarker, Director
Charles Royer, Mayor



February 26, 1985

The Honorable Douglas Jewett
City Attorney
City of Seattle

Dear Mr. Jewett:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING
DEPARTMENT: Engineering

SUBJECT: Transferring partial jurisdiction of property from City Light to the Engineering Department.

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation directly to your office for review and drafting.

After reviewing this request and drafting appropriate legislation:

- SOC*
- (X) File the legislation with the City Clerk for formal introduction to the City Council as an Executive Request.
- () Do not file with City Council but return the proposed legislation to OMB for our review. Return to _____.

Sincerely,

Charles Royer
Mayor

By

GARY ZARKER
GARY ZARKER
Budget Director

GZ/eh/fc

Enclosure

cc: Director, SED

Team/Toy
98 7199

O.K.
J.E.F.

City of Seattle

ORDINANCE 11224

AN ORDINANCE relating to City of Seattle property in Block 7, NORTH PARK ADDITION, transferring partial jurisdiction of said property from the City Light Department to the Engineering Department for street purposes; vacating EVANSTON AVENUE NORTH between North 103rd Street and North 104th Street; authorizing the sale of portions of said vacated street to William B. Cloes and Georgia O. Cloes, husband and wife, and accepting a Quit Claim Deed from William B. Cloes and Georgia O. Cloes to a certain portion of said vacated street for City Light Department purposes. (P.M. No. 260431-2-303B) (C.F. No. 288067)

WHEREAS, there has been filed with the City Council the petition of William B. Cloes and Georgia O. Cloes, et al, (City Comptroller's File No. 288067) for the vacation of that portion of Evanston Avenue North between North 103rd Street and North 104th Street, as therein fully described; and

WHEREAS, following a hearing held on the 23rd day of February, 1934, the petition was duly granted by the Seattle City Council; and

WHEREAS, pursuant to R.C.W. 35.79.030, the petitioners have paid Eighteen-Thousand Eight-Hundred-Thirty Dollars (\$18,830.00) to the City, which amount is one-half of the appraised value of the property being vacated according to an appraisal obtained by the Director of Engineering; and

WHEREAS, a portion of the subject vacation would accrue to the City (City Light Department) as an automatic action of the vacation process; and

WHEREAS, the City Light Department has determined that a certain portion of the vacated area would be surplus to that Department's need; and

WHEREAS, pursuant to the direction of the Seattle City Council, exchange of property was determined by agreement between the petitioners and the City Light Department; and

WHEREAS, pursuant to the provisions of RCW 35.94.040, the City's legislative authority has found and declared that portion of the vacated property would have no future use and is not needed for providing public utility service and has, by Resolution, declared the fair market value of said property, particularly described herein below in Sections 2 and 3 to be Seventy-Two-Thousand Eight-Hundred Dollars (\$72,800.00); and

WHEREAS, the petitioners, William B. Cloes and Georgia O. Cloes, have paid to the City \$18,200.00 as down payment for the execution of a Real Estate Contract to purchase said surplus property; Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That

Evanston Avenue North and the alley adjacent to Block 21, North Park Addition, as recorded in Volume 18 of Plats, page 76, Records of King County, Washington, being that portion of right of way lying north of the north line of North 103rd Street, south of the south line of North 104th Street and west of the west line of Fremont Avenue North produced north from the northeast corner of said block; AND, The portion of the alley in Block 7, North Park Addition, being that portion thereof in the block between North 103rd Street and North 104th Street and from the westerly line of Evanston Avenue North to a line constructed 25 feet east and parallel with the east line of Lot 14, said block, as produced;

be and the same are hereby vacated;

Reserving to the City of Seattle the right to make all necessary slopes for cuts or fills upon the above described property in the reasonable original grading of any avenue and alley abutting upon said property after said vacation.

Section 2. That upon receipt of Eighteen-Thousand Two-Hundred Dollars (\$18,200.00), as down payment from William B. Cloes and Georgia O. Cloes, for deposit in the Light Fund, the Mayor is authorized to execute and the City Comptroller to attest for and on behalf of the City of Seattle, a Real Estate Contract, substantially in the form attached hereto as Exhibit "A" (P.M. No. 260431-2-303B), between the City of Seattle and William B. Cloes and Georgia O. Cloes, for the following described real property in King County, Washington:

That portion of vacated Evanston Avenue North located in the northeast quarter of the northwest quarter of the northwest quarter of Section 31, Township 26 North, Range 4 East, N.M., AND that portion of the alley adjacent to Block 21, North Park Addition, as recorded in Volume 18 of Plats, page 76, Records of King County, Washington, described as follows:

Beginning at the northeast corner of Lot 12, Block 7, said North Park Addition;
Thence South 68°37'05" East 87.84 feet along the south margin of North 104th Street to the west margin of Fremont Avenue North produced north from the northeast corner of said Block 21;
Thence South 00°42'32" West 102.10 feet along the west margin of Fremont Avenue North;
Thence North 28°37'08" West 59.86 feet to the centerline of Evanston Avenue North;
Thence South 13°30'51" West along said centerline to the north margin of North 103rd Street;
Thence North 88°37'12" West along said north margin 2.456 feet;
Thence North 00°02'30" East 204.26 feet to the point of beginning.

Section 3. That upon receipt of Fifty-Four-Thousand Six-Hundred Dollars (\$54,600.00), plus interest, according to the terms of the above-referenced Real Estate Contract, from William B. Cloes and Georgia O. Cloes, for deposit in the Light Fund, the Mayor is authorized to execute and the City Comptroller to attest for and on behalf of the City of Seattle, a Quit Claim Deed substantially in the form attached hereto as Exhibit "B", conveying to William B. Cloes and Georgia O. Cloes, husband and wife, the City of Seattle's interest in the following described property, representing the portion of vacated property which would accrue to William B. Cloes and Georgia O. Cloes as an automatic action of the street vacation as well as the portion which is surplus to the needs of the City Light Department and is authorized for sale herein by Real Estate Contract:

That portion of vacated Evanston Avenue North located in the northeast quarter of the northwest quarter of the northwest quarter of Section 31, Township 26 North, Range 4 East, N.M., AND that portion of the alley adjacent to Block 21, North Park Addition as recorded in Volume 18 of Plats, page 76, Records of King County, Washington, described as follows:

Beginning at the northeast corner of Lot 12, Block 7, said North Park Addition;
Thence South 68°37'05" East 87.84 feet along the south margin of North 104th Street to the west margin of Fremont Avenue North produced north from the northeast corner of said Block 21;
Thence South 00°42'32" West 102.10 feet along said west margin to the northeast corner of said Block 21;
Thence North 28°37'08" West 59.86 feet along the north margin of said Block 21 to the easterly margin of Evanston Avenue North;
Thence South 13°30'51" West along said easterly margin to the north margin of North 103rd Street;
Thence North 88°37'12" West along said north margin 53.60 feet;
Thence North 00°02'30" East 204.26 feet to the point of beginning.

Section 4. That such limited and partial jurisdiction over the following described property as shall be necessary for its continued use and maintenance:

The west 25 feet of Lots 12 and 13, Block 7, North Park Addition, as recorded in Volume 18 of Plats, page 76, Records of King County, Washington.

is hereby transferred from the City Light Department to the Engineering Department for street purposes.

Section 5. That the Quit Claim Deed executed by William B. Cloes and Georgia O. Cloes, husband and wife, on August

18, 1934, (King County Recording No. 8410180584) conveys to the City of Seattle the following described real property situated in Seattle, King County, Washington, to-wit:

That portion of vacated Evanston Avenue North and the vacated alley in Block 7, North Park Addition, as recorded in Volume 18 of Plats, page 76, in King County, Washington, located in the northeast quarter of the northwest quarter of the northwest quarter of Section 31, Township 26 North, Range 4 East, N.M., described as follows:

Beginning at the northeast corner of Lot 12 of said Block 7;
Thence South 00°02'30" West 204.26 feet to the north margin of North 103rd Street;
Thence North 28°37'12" West 48.68 feet along said north margin to the southeast corner of Lot 13 of said Block 7;
Thence North 13°30'51" East 98.30 feet along the west margin of Evanston Avenue North to the northeast corner of said Lot 13;
Thence along the north margin of said Lot 13 a distance of 49.82 feet to the northwest corner thereof;
Thence North 00°02'30" East 12 feet to the southwest corner of said Lot 12;
Thence along the south margin of said Lot 12 a distance of 57.54 feet to the southeast corner thereof;
Thence North 13°30'51" East 98.30 feet along the west margin of Evanston Avenue North to the northeast corner of said Lot 12 and to the point of beginning;

EXCEPT the west 25 feet of said alley as herein described.

be and the same is hereby accepted, said property to be under the jurisdiction of the City Light Department.

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Section 6 . . . This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 15th day of April, 1935,
and signed by me in open session in authentication of its passage this 15th day of April, 1935.

Approved by me this 23rd day of April, 1935.
Charles Brown
Mayor.

Filed by me this 23rd day of April, 1935.
Tim Hill
City Comptroller and City Clerk.

(SEAL)

By T. Benson Dunbar
Deputy Clerk.

Publication ordered by TIM HILL, Comptroller and City Clerk.
Date of official publication in Daily Journal of Commerce, Seattle, April 26, 1935. (C 442)

C-642

Affidavit of Publication

STATE OF WASHINGTON KING COUNTY—SS.

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

Ordinance No. 112244

was published on April 26, 1985

B. Blau
Subscribed and sworn to before me on

April 26, 1985

Yvonne Summers
Notary Public for the State of Washington,
residing in Seattle.