

*2/23/92*

ORDINANCE No. 116074

*Law Department*

COUNCIL BILL No. 109000

The City of Seattle--Leg

AN ORDINANCE relating to the Pike Place Market Preservation and Development Authority; authorizing grant of an easement to and execution of an agreement with the Pike Place Market Preservation and Development Authority by the City of Seattle as grantor, with respect to an encroachment of improvements constructed by the PDA upon a portion of the City's PC-1 property, and ratifying and confirming prior actions.

REPORT OF COM

Honorable President:

Your Committee on \_\_\_\_\_

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

COMPTROLLER FILE No. \_\_\_\_\_

Introduced: JAN 27 1992	By: DONALDSON
Referred: JAN 27 1992	To: LAW DE
Referred:	To:
Referred:	To:
Reported: FEB 1 1992	Second Reading:
Third Reading: FEB 1 8 1992	Signed: FEB 1 7 1992
Presented to Mayor: FEB 1 9 1992	Approved: FEB 2 4 1992
Returned to City Clerk: FEB 24 1992	Published:
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

*Full Council vote 9-0*

*Pike place market pda, city council,*

Committee C

*OK*

116074

*Law Department*

109000

# The City of Seattle--Legislative D

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the City's PC-1 property,  
confirming prior actions.

## REPORT OF COMMITTEE

**Honorable President:**

**Your Committee on** \_\_\_\_\_

**to which was referred the within Council Bill No.** \_\_\_\_\_

**report that we have considered the same and respectfully recommend that th**

<b>By:</b>	DONALDSON
<b>To:</b>	LAND USE
<b>To:</b>	
<b>To:</b>	
<b>Second Reading:</b>	
<b>Signed:</b>	FEB 1 9 1992
<b>Approved:</b>	FEB 2 1992
<b>Published:</b>	
<b>Veto Published:</b>	
<b>Veto Sustained:</b>	

*Full Council vote 9-0*

*Pike place market pda, city council,*

**OK**

**Committee Chair**

ORDINANCE 116074

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AN ORDINANCE relating to the Pike Place Market Preservation and Development Authority; authorizing grant of an easement to and execution of an agreement with the Pike Place Market Preservation and Development Authority by the City of Seattle as grantor, with respect to an encroachment of improvements constructed by the PDA upon a portion of the City's PC-1 property, and ratifying and confirming prior actions.

WHEREAS, pursuant to Ordinance 113639, the City of Seattle (hereafter "City") entered into a Contract for Sale of Property and Redevelopment dated November 17, 1987 (the "Contract") with the Pike Place Market Preservation and Development Authority (the "PDA"), which Contract was filed with the Division of Records and Elections of King County, Washington ("Recorder"), under File No. 8908291059; and

WHEREAS, the Contract provided for the sale by the City of the approximate southern half of the redevelopment parcel known as PC-1 to the PDA, the development and operation by the PDA of a public parking facility thereon to serve the Pike Place Market and the central waterfront, the development of congregate care housing, and for certain other related matters; and

WHEREAS, pursuant to Ordinance 113711, the City executed amendments to the Contract to expand the site to be sold to the PDA, which amendments were filed with the Recorder under File No. 8908291060; and

WHEREAS, by warranty deed dated September 26, 1989, and filed with the Recorder under File No. 8910061189, the City deeded certain real property described in Exhibit A attached hereto (the "PDA property") to the PDA, subject to certain conditions; and

WHEREAS, the PDA Property includes a portion of the part of Elliott Avenue vacated by Ordinance 114330, in addition to the property described in Ordinance 113711, and the consideration payable to the City for the PDA Property includes the value of such portion of the vacated street; and

WHEREAS, consistent with the Contract as amended, the PDA has constructed improvements, consisting of a public parking facility, congregate care housing, and other improvements (the "Improvements") upon the PDA Property, which Improvements encroach upon a small portion of the adjacent property owned by the City, legally described on Exhibit B attached hereto (the "City Property"); and

WHEREAS, the PDA has requested that the City grant an easement for the encroachment of the Improvements for so long as they remain; Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

1           Section 1. The Mayor is authorized, for and on behalf of  
2 The City of Seattle, to execute the Easement and Agreement  
3 substantially in the form attached hereto as Exhibit C, granting  
4 to the PDA and the PC-1 South Condominium Association as  
5 grantees an easement under, over, through and across the  
6 following described real property:

7           Those portions of Pine Street vacated by  
8 City of Seattle Ordinances Nos. 23613 and  
9 107097 and that portion of Elliott Avenue  
10 vacated by City of Seattle Ordinance No.  
11 114330 lying northwesterly of a line  
12 parallel to and 30 feet northwest of the  
13 northwesterly line of Block H, Addition to  
14 the Town of Seattle as laid out by A. A.  
15 Denny (commonly known as A. A. Denny's 4th  
16 Addition to the City of Seattle), as  
17 recorded in Volume 1 of Plats, page 69,  
18 Records of King County, Washington; and  
19 southeasterly of the following described  
20 line:

21           Beginning at the point where said line  
22 parallel to and 30 feet northwest of said  
23 Block H intersects the western margin of  
24 Western Avenue, as established by City of  
25 Seattle Condemnation Ordinance No. 18109,  
26 thence South 59°33'01" West a distance of  
27 170.71 feet more or less to the westerly  
28 line of that portion of Elliott Avenue  
vacated by City of Seattle Ordinance No.  
114330;

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

subject to terms and conditions set forth in the Easement and  
Agreement.

Section 2. The inclusion in the warranty deed from the  
City to the PDA of the portion of vacated Elliott Avenue  
described on Exhibit A is hereby ratified and confirmed.

Section 3. Any act pursuant to the authority and prior to  
the effective date of this ordinance is hereby ratified and  
confirmed.

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NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
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(To be used for all Ordinances except Emergency.)

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NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Section 4... 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 18<sup>th</sup> day of February, 1992  
and signed by me in open session in authentication of its passage this 18<sup>th</sup> day of February, 1992

*Geo. A. Benson*  
President

Approved by me this 24<sup>th</sup> day of February, 1992

*Norward J. Brooks*  
Mayor.

Filed by me this 24<sup>th</sup> day of February, 1992

*Norward J. Brooks*  
Attest: City Comptroller and City Clerk.

(SEAL)

Published.....

By *Margaret Carter*  
Deputy Clerk.

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EXHIBIT A

Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block H, Addition to the Town of Seattle as laid out by A. A. Denny (Commonly known as A. A. Denny's 4th Addition to the City of Seattle), as per plat recorded in Volume 1 of Plats, page 69, Records of King County, Washington;

EXCEPT that portion of said Lot 2 condemned for widening and extension of Western Avenue pursuant to Ordinance No. 18109 of the City of Seattle; and

EXCEPT that portion taken for Armory Way in King County Superior Court Cause No. 292884, described as follows:

That portion of Lots 1, 4, 5, and 8, Block H, said plat, lying southwesterly of a line 31.25 feet southwesterly from and parallel with the southwesterly margin of the alley as platted in said Block H.

TOGETHER WITH that portion of the alley Block H, Addition to the town of Seattle as laid out by A. A. Denny (Commonly known as A. A. Denny's 4th Addition to the City of Seattle), as per plat recorded in Volume 1 of Plats, page 69, Records of King County, Washington, as vacated by City of Seattle Ordinance 107097, lying adjacent to Lots 1 thru 8, said block;

AND that portion of Pine Street as vacated by City of Seattle Ordinance 23613 and Ordinance 107097 lying between the northwesterly line of Block H, Addition to the town of Seattle as laid out by A. A. Denny (Commonly known as A. A. Denny's 4th Addition to the City of Seattle), as per plat recorded in Volume 1 of Plats, page 69, Records of King County, Washington, and a line 30 feet northwesterly of and parallel with the northwesterly line of Said Block H;

TOGETHER WITH that portion of Elliott Avenue vacated by City of Seattle Ordinance 114330 described as follows:

The northeasterly 15 feet of Elliott Avenue (formerly known as Armory Way) as established by City of Seattle Condemnation Ordinance 67125, lying between a line 140 feet northwesterly of and parallel with the northwesterly line of Pike Street and a line 30 feet northwesterly of and parallel with the northwesterly line of Block H, Addition to the Town of Seattle as laid out by A. A. Denny (commonly known as A. A. Denny's 4th Addition to the City of Seattle), as per plat recorded in Volume 1 of Plats, page 69, Records of King County, Washington.

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Exhibit B

Legal Description of Seattle Parcel

Those portions of Lots 5, 6, 7, 8, 9, 10, 11, and 12, Block 36, and that certain unnumbered tract or lot lying generally southeast of Block 36, delineated on an Addition to the town of Seattle as laid out by A.A. Denny (Commonly known as A.A. Denny's 6th Addition to the City of Seattle), as recorded in Volume 1 of Plats, page 99, Records of King County, Washington, and those portions of the vacated alley in said Block 36 and vacated Pine and Stewart Streets more particularly described as follows:

Beginning at the most northerly corner of Lot 5, Block 36, of said Plat of A. A. Denny's Sixth Addition to the City of Seattle, thence southwesterly along the northwesterly margin of said Lot 5 to its intersection with the northeasterly line of Armory Way, as established by Condemnation Ordinance No. 66339, as amended by Ordinance No. 67125, thence southeasterly along said northeasterly line of Armory Way to a point on a line parallel with and 30 feet northwest of the northwesterly line of Block H, Addition to the Town of Seattle as laid out by A. A. Denny (commonly known as A. A. Denny's 4th Addition to the City of Seattle), as recorded in Volume 1 of Plats, page 69, Records of King County; thence northeasterly along said parallel line to the southwesterly line of Western Avenue as widened under the provisions of Ordinance Nos. 11704 and 18109 of the City of Seattle; thence northwesterly along said southwesterly line of Western Avenue to its intersection with the northwesterly line of Lot 6, Block 36, said Plat of A.A. Denny's 6th Addition to the City of Seattle; thence southwesterly along the northwesterly line of said Lot 6 to the most westerly corner thereof; thence southwesterly along the southwesterly projection of the northwesterly line of said Lot 6 to the point of beginning.

Also known as Parcel B of that lot boundary adjustment recorded in the Office of Records and Elections of King County, Washington, under File No. 880725-0812.

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EXHIBIT C

Recorded at the request of;  
after recording return to:

Preston Thorgrimson Shidler  
Gates & Ellis  
5400 Columbia Center  
701 Fifth Ave.  
Seattle, WA 98104  
Attn: Christopher M. Carletti

**EASEMENT AND AGREEMENT**

THIS EASEMENT AND AGREEMENT is made as of the \_\_\_ day of \_\_\_  
\_\_\_\_\_, 1991, by The City of Seattle, a Washington  
municipal corporation ("City") as grantor and Pike Place  
Market Preservation and Development Authority, a Washington  
public corporation (the "PDA") and PC-1 South Condominium  
Association (the "Association") as Grantees (collectively  
referred to as "Grantee").

**RECITALS:**

A. By warranty deed dated September 26, 1989, and recorded under  
King County recording number 8910061189, the City deeded certain  
real property described on Exhibit A attached hereto and hereby  
incorporated by reference (the "PDA Property") to the PDA.

B. The PDA has constructed a condominium, consisting of a parking  
garage and other improvements (the "Improvements") upon the PDA  
Property. The Improvements encroach upon a small portion of the  
adjacent property owned by the City, legally described on Exhibit  
B attached hereto and incorporated herein by this reference.

C. The City is willing to grant an easement permitting such  
encroachment by the Improvements for so long as they shall remain,  
on the terms and conditions stated herein.

Now, therefore, in consideration of the covenants contained  
herein and for other good and valuable consideration, the receipt  
and sufficiency is hereby acknowledged, the parties agree as  
follows:

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
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1. Grant of Easement. City hereby conveys and quitclaims to the PDA as the declarant of the condominium and the Association, and their respective successors and assigns as owners of the PDA Property, easement, under, over, through and across the property described in Exhibit C attached hereto and incorporated herein by this reference (the "Easement Area"), for the Improvements now in place and any future repairs, improvements, construction or reconstruction of such Improvements, for so long as the Improvements or any reconstruction thereof shall remain on the Easement Area, provided that such reconstruction of the Improvements shall be commenced within one year after any destruction or removal of the Improvements (or prior reconstruction thereof). The easement granted hereunder shall be exclusive as to the portion of the Easement Area actually occupied by the Improvements, and non-exclusive as to the remaining portion of the Easement Area. Grantee's right to perform any improvements, construction or reconstruction on the Easement Area shall be subject to the City's review and approval of the plans and specifications for such work, which approval shall not be unreasonably withheld.

2. Costs of Maintenance. Grantee shall maintain the Improvements on the Easement Area and any reconstruction thereof in good condition and repair, in compliance with all applicable laws and regulations, and so as not to cause any hazard to persons or property adjacent to the Easement Area. Grantee shall bear and promptly pay all costs of any maintenance, repair, improvement or reconstruction of the Improvements on the Easement Area. In the event of any failure to maintain in violation of this Section 2, after sixty (60) days' notice from City to Grantee, City shall have the right, but not the obligation, to perform or cause to be performed any repairs or maintenance reasonably required, and Grantee shall reimburse City promptly on demand for the costs of any such repairs and maintenance.

3. Indemnity. Grantee does hereby indemnify and promise to defend and save harmless City any its employees, agents, successors and assigns from an against any and all liability, loss, damage, expense, actions and claims, including costs and attorneys fees incurred by the City or other indemnified party in defense thereof, asserted or arising directly or indirectly on account of or out of actual or alleged acts or omissions of Grantee and Grantee's employees, agents, successors and assigns and any contractor or subcontractor of any of the foregoing in connection with the existence or condition of the Improvements or any reconstruction thereof, the exercise of any of Grantee's rights hereunder or the failure to comply with any obligations of Grantee hereunder. Notwithstanding the foregoing, Grantee shall have no obligation to indemnify, defend or save harmless the City or its employees, agents, successors and assigns, in the event that such liability, loss, damage, expense, action or claim arises as a

result of any negligent or intentional act by the City or any of its employees, agents, successors or assigns.

4. Insurance. Prior to commencement of any future construction activity on the Easement Area, Grantee shall provide to the City evidence satisfactory to the City that Grantee or its contractors have comprehensive general liability insurance (including broad form contractual liability coverage), with the City named as an additional insured, with such coverage limits as the City shall reasonably request. Such insurance shall be maintained throughout the period of any construction activity. All other insurance that Grantee is required to maintain with respect to the Improvements shall also include the Easement Area.

5. Taxes. Grantee shall promptly pay or reimburse City or its successors and assigns for any taxes or assessments levied as a result of this Agreement or relating to the Improvements or any reconstruction thereof.

6. Restoration of Property. If the Improvements or any reconstruction thereof shall be destroyed or demolished and Grantee does not commence reconstruction thereof within one year thereafter, Grantee shall promptly restore the Easement Area to its condition prior to construction of the Improvements.

7. Easement and Covenants Run With the Land. The easement granted herein shall run with the land and burden the Easement Area for the benefit of the PDA Property, and the covenants of Grantee herein shall run with the PDA Property for the benefit of the City and its successors and assigns as owners of the Easement Area.

8. Survival of Obligations. Any obligations of Grantee for any matter hereunder shall survive the termination of this Agreement until satisfied in full. Any obligations incurred when there is more than one party comprising Grantee shall be the joint and several obligations of all such parties.

9. Choice of Law. This Agreement shall be governed by the laws of the State of Washington.

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10. Limitation of Liability. The PDA is organized pursuant to Seattle Municipal Code ch. 3.110 (Ordinance 103387 of The City of Seattle, as amended) and Revised Code of Washington (RCW) 35.21.730-.755. RCW 35.21.750 provides as follows:

"All liabilities incurred by such public corporation, commission or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town or county creating such public corporation, commission or authority on account of any debts, obligations or liabilities of such public corporation, commission or authority."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE CITY OF SEATTLE,  
a Washington municipal corporation

By \_\_\_\_\_  
Norm Rice, Mayor

PIKE PLACE MARKET PRESERVATION AND  
DEVELOPMENT AUTHORITY

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

PC-1 SOUTH CONDOMINIUM ASSOCIATION

By: \_\_\_\_\_  
I's \_\_\_\_\_

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CITY ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Norm Rice, to me known to be the Mayor of the City of Seattle, the municipal corporation that executed the within and foregoing instrument, and acknowledged the 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 she was authorized to execute the said instrument.

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing at

My commission expires \_\_\_\_\_

PDA ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of Pike Place Market Preservation and Development Authority, a Washington public corporation, to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Date: \_\_\_\_\_

(seal or stamp)

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing at

My commission expires \_\_\_\_\_

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ASSOCIATION ACKNOWLEDGMENT

STATE OF WASHINGTON    )  
                                  ) ss.  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of PC-1 Condominium Association, to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Date: \_\_\_\_\_

(seal or stamp)

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

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Seattle Department of  
Community Development

Linda Dupont Johnson, Director  
Norman B. Rice, Mayor

November 26, 1991

Honorable Paul Kraabel, President  
City Council  
City of Seattle

Via: Andrew Lofton, Director  
Office of Management and Budget

Dear Council President Kraabel:

This letter transmits an ordinance authorizing grant of an easement to the Pike Place Market Preservation and Development Authority in connection with the PC-1 Garage. This easement is needed to accommodate a minor encroachment of the garage structure onto the adjoining property owned by the City of Seattle. The ordinance also addresses some inconsistencies in previous ordinances and contracts with respect to the portion of vacated Alaskan Way conveyed to the PDA, ratifying and confirming the conveyance of vacated street area as described in the warranty deed.

The encroachment of the completed garage and housing structure onto City property is 0.14 foot at its maximum extent. It is of little practical consequence to the City, as the City property is used only as a parking lot, and is further encumbered with an easement assuring required Building Code separation for the garage structure. However, the encroachment is a legal issue that clouds title to the condominium interests in the garage and housing project.

The detailed provisions of the easement and agreement were negotiated by the Law Department and attorneys for the Pike Place Market PDA, with the guidance and assistance of DCD staff. If you have questions, please call Janeen Smith at 684-0211, or Assistant City Attorney Hugh Tobin at 386-0074.

Sincerely,

  
Linda Dupont-Johnson  
Director

LDJ:jsm

RECEIVED OMB  
DEC - 6 1991



# City of Seattle

Executive Department-Office of Management and Budget

Andrew J. Lofton, Director  
Norman B. Rice, Mayor

December 9, 1991



M91-092

The Honorable Mark Sidran  
City Attorney  
City of Seattle

*Ally*  
*for*

Dear Mr. Sidran:

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

REQUESTING  
DEPARTMENT: Community Development

SUBJECT: AN ORDINANCE relating to the Pike Place Market Preservation and Development Authority; authorizing grant of an easement to and execution of an agreement with the Pike Place Market Preservation and Development Authority by the City of Seattle as grantor, with respect to an encroachment of improvements constructed by the PDA upon a portion of the City's PC-1 property, and ratifying and confirming prior actions.

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

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMB. Any specific questions regarding the legislation can be directed to Janeen Smith, at 4-0211.

Sincerely,

Norman B. Rice  
Mayor

by

*A. J. Lofton*  
ANDREW J. LOFTON  
Budget Director

AL\bf\lwa

Enclosure

cc: Director, DCD

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TIME AND DATE STAMP

SPONSORSHIP

THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

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FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEES REFERRED TO: -----

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PRESIDENT'S SIGNATURE

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

STATE OF WASHINGTON - KING COUNTY

14385  
City of Seattle

-ss.

No.

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on February 18, 1992, and published here by title only, will be mailed, at no cost, upon request for two months after this publication. For further information, contact the Seattle City Clerk at 684-8354.

ORDINANCE NO. 116073

Relating to the City's Community Development Block Grant Program for the Grant Program Year January 1, 1992, through December 31, 1992, accepting financial assistance from the United States Department of Housing and Urban Development; appropriating these funds and program income received into the Housing and Community Development Revenue Sharing Fund; authorizing implementation of certain projects by the Department of Administrative Services, Department of Housing and Human Services, Department of Neighborhoods, and the Executive Department, and ratifying and confirming prior acts.

ORDINANCE NO. 116074

Relating to the Pike Place Market Preservation and Development Authority; Authorizing grant of an easement to and execution of an agreement with the Pike Place Market Preservation and Development Authority by the City of Seattle as grantor, with respect to an encroachment of improvements constructed by the PDA upon a portion of the City's PC-1 property, and ratifying and confirming prior actions.

ORDINANCE NO. 116075

Relating to the Water Department; amending Ordinance 111601 modifying the minimum sale price of certain surplus City (Water Department) properties in Lot 22, Block 1, Parkside Addition in King County, Washington, and authorizing the sale of said properties in Lot 22, Block 1, by competitive bidding or negotiated procedures.

ORDINANCE NO. 116076

Appropriating money to pay certain audited claims and ordering the payment thereof.

Publication ordered by NORWARD J. BROOKS, Comptroller and City Clerk.

Date of official publication in Daily Journal of Commerce, Seattle, March 5, 1992. 3/5/14385

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

T/O 116073-116076

was published on

03/05/92

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

C Trent

Subscribed and sworn to before me on

03/05/92

Jessyeul T. Robinson  
Notary Public for the State of Washington,  
residing in Seattle

Affidavit of Publication

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