

ORDINANCE No. 117999

COUNCIL BILL No. 111088

INDEXED

*Law Department*

The City of Seattle--Legislative Department

RECEIVED

NOV 7 1995

REPORT OF COMMITTEE

COUNCIL MEMBER

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 the

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

Introduced: <u>JAN 1 6 1995</u>	By: <u>PAGELER</u>
Referred: <u>JAN 1 6 1995</u>	To: <u>UTILITIES &amp; ENVIRONMENTAL MANAGEMENT COMMITTEE</u>
Referred:	To:
Referred:	To:
Reported: <u>JAN 29 1995</u>	Second Reading: <u>JAN 29 1995</u>
Third Reading: <u>JAN 29 1995</u>	Signed: <u>JAN 29 1995</u>
Presented to Mayor: <u>JAN 30 1995</u>	Approved: <u>FEB 1 - 1995</u>
Returned to City Clerk: <u>FEB 2 - 1995</u>	Published: <u>title</u>
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained: <u>OK</u>

*DIAO*

*Full Council vote 7-0*

Committee Chair

ORDINANCE 117999

AN ORDINANCE relating to the City Light Department; authorizing the execution of the Energy Delivery and Exchange Agreement between The City of Seattle ("City") and Public Utility District No. 1 of Pend Oreille County, Washington ("District").

WHEREAS, the City has constructed and does operate and maintain the Boundary Project, Project No. 2144, duly licensed under the Federal Power Act; and

WHEREAS, the license for the Boundary Project contains Article 49, which provides for the City to assign up to 48,000 kilowatts from the Boundary Project to the District ("Article 49 Power"); and

WHEREAS, the City and the District desire to make the most economical and beneficial use of their electric generating and transmission resources; Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Superintendent of the City Light Department is authorized to execute for and on behalf of the City the agreement entitled, "Energy Delivery and Exchange Agreement Between Public Utility District No. 1 of Pend Oreille County and The City of Seattle," substantially in the form of the attached agreement. The agreement provides for the City to deliver power to the District at delivery points within Pend Oreille County, and for the District to schedule at least 60 percent of its Article 49 power on all hours of the month. Such scheduling will

1 enable the City to reduce its transmission demand on the  
2 Bonneville Power Administration system.

3 Section 2. Any act pursuant to the authority and prior to  
4 the effective date of this ordinance is hereby ratified and  
5 confirmed.

6 Section 3. This ordinance shall take effect and be in force  
7 thirty (30) days from and after its approval by the Mayor, but if  
8 not approved and returned by the Mayor within ten (10) days after  
9 presentation, it shall take effect as provided by Municipal Code  
10 Section 1.04.020.

11 Passed by the City Council the 29 day of January,  
12 1996, and signed by me in open session in authentication of its  
13 passage this 29 day of January, 1996.

14  
15 Jan Drago  
President of the City Council

16 Approved by me this 1 day of February, 1996.

17  
18 Morman B. Rice  
Mayor

19  
20 Filed by me this 1 day of February, 1996.

21  
22 Margaret Carter  
City Clerk

23 (Seal)

## SUMMARY SHEET OF ECONOMIC BENEFITS

### ENERGY DELIVERY AND EXCHANGE AGREEMENT

(1995 dollars)

IR - 96 MONTHLY DEMAND CHARGE	BOUNDARY TRANSMISSION DEMAND WITHOUT AGREEMENT	BOUNDARY TRANSMISSION DEMAND WITH AGREEMENT	REDUCTION IN IR CONTRACT DEMAND	ANNUAL SAVINGS
\$1.188/kW-mo	1,051.8 MW	1,031.8 MW	20 MW	\$285,120

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
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**ENERGY DELIVERY  
AND EXCHANGE AGREEMENT**  
between  
**PUBLIC UTILITY DISTRICT NO. 1  
OF PEND OREILLE COUNTY**  
and  
**THE CITY OF SEATTLE**

THIS ENERGY DELIVERY AND EXCHANGE AGREEMENT ("ENERGY DELIVERY AGREEMENT") is by and between Public Utility District No. 1 of Pend Oreille County, Washington, ("DISTRICT") a municipal corporation of the State of Washington, and the City of Seattle, Washington, ("CITY") a municipal corporation of the state of Washington. Each of the DISTRICT and the CITY is sometimes referred to individually in this Energy Delivery Agreement as "Party;" the DISTRICT and the CITY are sometimes referred to together in this Energy Delivery Agreement as "Parties."

**RECITALS**

WHEREAS, the DISTRICT is authorized to construct, operate and maintain electric generating, transmission, and distribution facilities to serve the DISTRICT'S electric loads in Pend Oreille County, Washington; and

WHEREAS, the DISTRICT owns and operates electric generating facilities in Pend Oreille County, including the Box Canyon Project, Project No. 2042 duly licensed under the Federal Power Act, and the Calispel Hydroelectric Development on Calispel Creek and the Sullivan Creek Project, Project No. 2225, duly licensed under the Federal Power Act; and

WHEREAS, the Parties entered into a Power Purchase Contract dated February 3, 1956 ("Power Purchase Contract") which, among other things, provides for the DISTRICT to deliver to the CITY a portion of the power generated by the Box Canyon Project; and

WHEREAS, the Parties entered in an agreement dated December 20, 1965 to provide for a manner of determining compensation to the DISTRICT for any backwater encroachment on the DISTRICT'S Box Canyon project as a result of the operation of the CITY'S Boundary Project ("Boundary Encroachment Agreement"); and

WHEREAS, the Parties entered into an agreement dated September 5, 1969 ("Box Canyon Settlement Agreement") to settle a dispute and to provide for the delivery of power by the DISTRICT to the CITY pursuant to the Power Purchase Contract; and

WHEREAS, the CITY has constructed and does operate and maintain the Boundary Project, Project No. 2144 duly licensed under the Federal Power Act; and

WHEREAS, the license for the Boundary Project contains Article 49, which provides for the CITY to assign up to 48,000 kilowatts from the Boundary Project to the DISTRICT ("Article 49 Power"); and

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WHEREAS, effective August 1, 1995, Article 49 Power exceed the power generated by the Box Canyon Project which is delivered to the CITY pursuant to the Power Purchase Contract; and

WHEREAS, the CITY, pursuant to the Boundary Encroachment Agreement, returns power to the DISTRICT to replace the power lost by the DISTRICT as a result of the operation of the Boundary Project ("Boundary Encroachment Power"); and

WHEREAS, the Parties entered into a letter agreement dated May 13, 1992, enabling the Parties to exchange or sell electric energy that is surplus to their respective needs on an interruptible basis and at points of delivery mutually agreed to by the parties' schedulers or dispatchers ("Enabling Agreement"); and

WHEREAS, the DISTRICT'S existing electric loads in Pend Oreille County exceed the DISTRICT'S existing electric resources including Article 49 Power, power generated by the DISTRICT'S Box Canyon Project and used by the DISTRICT, and other resources; and

WHEREAS, the Parties desire to make the most economical and beneficial use of their electric generating and transmission resources.

NOW, therefore, in consideration of the foregoing facts, the DISTRICT and the CITY Parties agree to the following terms and conditions:

1. The Parties agree that to the extent that facilities are available, the CITY shall deliver all Article 49 Power and all Boundary Encroachment Power to the DISTRICT at a delivery point or points within Pend Oreille County.
2. The Parties agree that, so long as necessary to preserve the exemption from federal income taxation of the interest on bonds issued by the DISTRICT under the provisions of Section 142 (a)(8) of the Internal Revenue Code of 1986, and amended, (the "Code"), the DISTRICT will not be required under the terms of the Power Purchase Contract, the Box Canyon Settlement Agreement, the Boundary Encroachment Agreement, or Article 49 of the license for the Boundary Project to make any sale of electric power to the CITY that will cause the DISTRICT to be other than a net importer of electric power determined on an annual basis. This section shall not apply if it is no longer necessary to meet the requirements of Section 42 (a)(8) of the Code in order to preserve the exemption from federal income taxation of interest on such bonds (for example, if the bonds would qualify for treatment as bonds that are not private activity bonds because private business uses of the facility financed with bond proceeds declines).
3. The DISTRICT shall accept and receive the delivery of all Article 49 Power and all Boundary Encroachment Power delivered by the CITY at a delivery point or points within Pend Oreille County.
4. The Parties agree to cooperate and to make reasonable efforts to arrange for the construction, operation and maintenance of electric interconnection and transmission facilities in Pend Oreille County which are sufficient to

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deliver, transmit and receive the power to be delivered by the CITY to the District pursuant to legal requirements and agreements. An example of such cooperation is the proposed "Boundary Transmission Tap Line Agreement".

5. To the extent that economic and reasonable arrangements can be made, and to the extent that facilities are available, the Parties agree to interchange and exchange electric power under the Enabling Agreement in a manner which results in the most economical delivery of power and the least transmission and associated electric losses for both Parties.
6. The DISTRICT agrees that it will not use any facilities developed with tax exempt financing described in Paragraph 2 or any facilities or arrangements for interconnection and transmission described in Paragraphs 5 and 6 to contest the CITY'S relicensing of the Boundary Project.
7. The DISTRICT shall schedule a minimum of 60 percent of the maximum Article 49 capacity in all hours of the month to enable the CITY to reduce its Boundary transmission demand on the Bonneville Power Administration ("Bonneville") system.
8. This Agreement shall be binding upon the DISTRICT and the CITY and their successors and assigns as of the date the last entity signs this Agreement. This Agreement shall be amended only with the express written consent of both Parties.
9. This Energy Delivery Agreement shall become effective on the date of the last signature for and on behalf of the Parties, and , with the exception of Paragraph 6, shall terminate on August 1, 2005, which is the end date of the Power Purchase Contract.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

PUBLIC UTILITY DISTRICT NO. 1  
OF PEND OREILLE COUNTY  
BOARD OF COMMISSIONERS

CITY OF SEATTLE

By \_\_\_\_\_  
General Manager

By \_\_\_\_\_  
Superintendent

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

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

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ENERGY DELIVERY  
AND EXCHANGE AGREEMENT  
between  
PUBLIC UTILITY DISTRICT NO. 1  
OF PEND OREILLE COUNTY  
and  
THE CITY OF SEATTLE

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RECITALS

WHEREAS, the DISTRICT is authorized to construct, operate and maintain electric generating, transmission, and distribution facilities to serve the DISTRICT'S electric loads in Pend Oreille County, Washington; and

WHEREAS, the DISTRICT owns and operates electric generating facilities in Pend Oreille County, including the Box Canyon Project, Project No. 2042 duly licensed under the Federal Power Act, and the Calispel Hydroelectric Development on Calispel Creek and the Sullivan Creek Project, Project No. 2225, duly licensed under the Federal Power Act; and

WHEREAS, the Parties entered into a Power Purchase Contract dated February 3, 1956 ("Power Purchase Contract") which, among other things, provides for the DISTRICT to deliver to the CITY a portion of the power generated by the Box Canyon Project; and

WHEREAS, the Parties entered into an agreement dated December 20, 1965 to provide for a manner of determining compensation to the DISTRICT for any backwater encroachment on the DISTRICT'S Box Canyon project as a result of the operation of the CITY'S Boundary Project ("Boundary Encroachment Agreement"); and

WHEREAS, the Parties entered into an agreement dated September 5, 1969 ("Box Canyon Settlement Agreement") to settle a dispute and to provide for the delivery of power by the DISTRICT to the CITY pursuant to the Power Purchase Contract; and

WHEREAS, the CITY has constructed and does operate and maintain the Boundary Project, Project No. 2144 duly licensed under the Federal Power Act; and

WHEREAS, the license for the Boundary Project contains an Article 49, which provides for the CITY to assign up to 48,000 kilowatts from the Boundary Project to the DISTRICT ("Article 49 Power"); and

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WHEREAS, effective August 1, 1995, Article 49 Power exceeds the power generated by the Box Canyon Project which is delivered to the CITY pursuant to the Power Purchase Contract; and

WHEREAS, the CITY, pursuant to the Boundary Encroachment Agreement, returns power to the DISTRICT to replace the power lost by the DISTRICT as a result of the operation of the Boundary Project ("Boundary Encroachment Power"); and

WHEREAS, the Parties entered into a letter agreement dated May 13, 1992, enabling the Parties to exchange or sell electric energy that is surplus to their respective needs on an interruptible basis and at points of delivery mutually agreed to by the parties' schedulers or dispatchers ("Enabling Agreement"); and

WHEREAS, the DISTRICT'S existing electric loads in Pend Oreille County exceed the DISTRICT'S existing electric resources including Article 49 Power, power generated by the DISTRICT'S Box Canyon Project and used by the DISTRICT, and other resources; and

WHEREAS, the Parties desire to make the most economical and beneficial use of their electric generating and transmission resources.

NOW, therefore, in consideration of the foregoing facts, the DISTRICT and the CITY Parties agree to the following terms and conditions:

1. The Parties agree that to the extent that facilities are available, the CITY shall deliver all Article 49 Power and all Boundary Encroachment Power to the DISTRICT at a delivery point or points within Pend Oreille County.
2. The Parties agree that, so long as necessary to preserve the exemption from federal income taxation of the interest on bonds issued by the DISTRICT under the provisions of Section 142 (a)(8) of the Internal Revenue Code of 1986, and amended, (the "Code"), the DISTRICT will not be required under the terms of the Power Purchase Contract, the Box Canyon Settlement Agreement, the Boundary Encroachment Agreement, or Article 49 of the license for the Boundary Project to make any sale of electric power to the CITY that will cause the DISTRICT to be other than a net importer of electric power determined on an annual basis. This section shall not apply if it is no longer necessary to meet the requirements of Section 42 (a)(8) of the Code in order to preserve the exemption from federal income taxation of interest on such bonds (for example, if the bonds would qualify for treatment as bonds that are not private activity bonds because private business uses of the facility financed with bond proceeds declines).
3. The DISTRICT shall accept and receive the delivery of all Article 49 Power and all Boundary Encroachment Power delivered by the CITY at a delivery point or points within Pend Oreille County.
4. The Parties agree to cooperate and to make reasonable efforts to arrange for the construction, operation and maintenance of electric interconnection and transmission facilities in Pend Oreille County which are sufficient to

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deliver, transmit and receive the power to be delivered by the CITY to the District pursuant to legal requirements and agreements. An example of such cooperation is the proposed "Boundary Transmission Tap Line Agreement".

5. To the extent that economic and reasonable arrangements can be made, and to the extent that facilities are available, the Parties agree to interchange and exchange electric power under the Enabling Agreement in a manner which results in the most economical delivery of power and the least transmission and associated electric losses for both Parties.
6. The DISTRICT shall schedule a minimum of 60 percent of the maximum Article 49 capacity in all hours of the month to enable the CITY to reduce its Boundary transmission demand on the Bonneville Power Administration ("Bonneville") system.
7. This Agreement shall be binding upon the DISTRICT and the CITY and their successors and assigns as of the date the last entity signs this Agreement. This Agreement shall be amended only with the express written consent of both Parties.
8. This Energy Delivery Agreement shall become effective on the date of the last signature for and on behalf of the Parties, and shall terminate on August 1, 2005, which is the end date of the Power Purchase Contract.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

PUBLIC UTILITY DISTRICT NO. 1  
OF PEND OREILLE COUNTY  
BOARD OF COMMISSIONERS

CITY OF SEATTLE

By \_\_\_\_\_  
General Manager

By \_\_\_\_\_  
Superintendent

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

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

GM:sjt  
(REG12-03.0)

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# Seattle City Light

Gary Zarker, Superintendent  
Norman B. Rice, Mayor



October 23, 1995

The Honorable Jim Street, President  
Seattle City Council  
600 Fourth Avenue  
11th Floor, Municipal Building  
Seattle, Washington 98104-1873

Via: Tom Tierney, Director  
Office of Management and Planning

Dear Councilmember Street:

## Energy Delivery and Exchange Agreement

Enclosed for your consideration is an Ordinance authorizing Seattle City Light ("City") to sign an Energy Delivery and Exchange Agreement ("Agreement") with Public Utility District No. 1 of Pend Oreille County ("District"). As a means to preserve the District's tax exempt status, the Agreement provides for the Pend Oreille PUD to deliver contracted power to the City at points of delivery located in Pend Oreille County. The Agreement also provides for the District to take a fixed minimum amount of power from the City's Boundary project on all hours of the month, so as to reduce the City's transmission costs on the Bonneville Power Administration system.

A copy of the Agreement is included as an exhibit of the ordinance. No budget authority is required to execute or implement this Agreement.

This Agreement is related to two other agreements with the District: the Boundary Transmission Tap Line Agreement and the Amendment to December 20, 1965 Agreement. These other two agreements are under separate ordinance, but are before the Council concurrently with this Agreement. The combination

An Equal Employment Opportunity Affirmative Action Employer  
City of Seattle — City Light Department, 1015 Third Avenue, Seattle, Washington 98104-1198  
Telephone: (206) 625-3000 TDD: (206) 684-3225 FAX: (206) 625-3709  
Accommodations for people with disabilities provided on request  
Printed on recycled paper

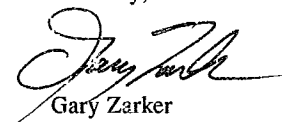
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The Honorable Jim Street, President  
October 23, 1995  
Page 2

of the three agreements provides savings in transmission costs to the City and the District. The projected annual savings in transmission costs under the Energy Delivery and Exchange Agreement are approximately \$285,000 per year as shown in the enclosed Summary Sheet of Economic Benefits. These three agreements together will save a projected \$405,000. All three have been approved by the Pend Oreille PUD Commission.

If you have any questions, please call Paula Green at 386-4530 or George Marshall at 386-4548. Thank you.

Sincerely,



Gary Zarker  
Superintendent

GM:jmr

Enclosures

cc: Norman B. Rice  
City Councilmembers  
Tom Tierney, Director, Office of Management and Planning  
Will Patton, Seattle Law Department  
Wayne Sugai, Legislative Department

# City of Seattle

Executive Department—Office of Management and Planning

Thomas M. Tierney, Director  
Norman B. Rice, Mayor  
October 25, 1995

The Honorable Mark Sidran  
City Attorney  
City of Seattle

Dear Mr. Sidran:

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

REQUESTING  
DEPARTMENT: City Light

SUBJECT: AN ORDINANCE relating to the City Light Department;  
authorizing the execution of the Energy Delivery and Exchange  
Agreement between The City of Seattle ("City") and Public Utility  
District No. 1 of Pend Oreille County, Washington ("District").

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 OMP. Any specific questions regarding the legislation can be directed to Yazmin Mehdi at 684-8088.

Sincerely,

Norman B. Rice  
Mayor

by

*Yazmin Mehdi*  
for Tom Tierney, Director

legis/mehdi50

Enclosure



95-419  
wheeler  
10/31/95  
COPY RECEIVED  
95 OCT 30 PM 12:22  
SEATTLE CITY ATTORNEY

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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:

*Margaret Pegler*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

**FOR CITY COUNCIL PRESIDENT USE ONLY**

COMMITTEE(S) REFERRED TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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# STATE OF WASHINGTON - KING COUNTY

64391  
City of Seattle, City Clerk

—SS.

No. ORDINANCE 11

## City of Seattle

### TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on January 20, 1996, 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 684-8344.

#### ORDINANCE NO. 117997

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing acceptance and deposit of 1993 proceeds from the King County Conservation Futures Tax; authorizing the mayor to amend the Interlocal Cooperation Agreement between the City of Seattle and King County authorized by Ordinance 116976, authorizing property acquisitions pursuant to the amended Agreement; and making an appropriation from the Conservation Futures Fund.

#### ORDINANCE NO. 117998

AN ORDINANCE relating to the City Light Department; authorizing the execution of the Boundary Transmission Tap Line Agreement and the Amendment to December 20, 1985 Agreement between the City of Seattle ("City") and Public Utility District No. 1 of Pend Oreille County, Washington ("District").

#### ORDINANCE NO. 117999

AN ORDINANCE relating to the City Light Department; authorizing the execution of the Energy Delivery and Exchange Agreement between the City of Seattle ("City") and Public Utility District No. 1 of Pend Oreille County, Washington ("District").

#### ORDINANCE NO. 118000

AN ORDINANCE relating to the Engineering Department; authorizing the Director of Engineering to execute agreements with the Washington State Department of Transportation and accepting Intermodal Surface Transportation Efficiency Act (ISTEA) funds for the Bike Spot Safety and the Pedestrian Accessibility Program.

#### ORDINANCE NO. 118001

AN ORDINANCE relating to the Engineering Department; authorizing the Director of Engineering to execute agreements with the Washington State Department of Transportation for Intermodal Surface Transportation Efficiency Act (ISTEA) funding through the Hazard Elimination Program (HEP), and authorizing the acceptance and deposit of grant funds to be received.

Publication ordered by JUDITH PIP-  
PIN, City Clerk.

Date of official publication in Daily  
Journal of Commerce, Seattle, February  
12, 1996. 2/12(64391)

## 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

CTGT:117997-118001

was published on

02/12/96

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

Subscribed and sworn to before me on

02/12/96

Notary Public for the State of Washington,  
residing in Seattle

Affidavit of Publication

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