

Ordinance No. 121849

Council Bill No. 115288

AN ORDINANCE relating to the City Light Department; declaring certain property rights surplus to the City of Seattle's needs and authorizing the Superintendent to execute a long-term lease for the surplus rights with Gateway Plaza, LLC over a portion of City Light fee owned Transmission Right-of-Way (P.M. #260407-1-447).

The City of Seattle - Legislative Department
Council Bill/Ordinance sponsored by: Juan Golden

Councilmember

Committee Action:

6/22/05 DO PASS - JG

6-27-05 Passed 9-0

CF No. _____

Date Introduced: <u>JUN 13 2005</u>	
Date 1st Referred: <u>JUN 13 2005</u>	To: (committee) <u>Energy & Environmental Policy Committee</u>
Date Re - Referred:	To: (committee)
Date Re - Referred:	To: (committee)
Date of Final Passage: <u>6-27-05</u>	Full Council Vote: <u>9-0</u>
Date Presented to Mayor: <u>6-28-05</u>	Date Approved: <u>7/5/05</u>
Date Returned to City Clerk: <u>7/8/05</u>	Date Published: <u>2005 DRC</u> T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoed by Mayor:	Date Veto Published:
Date Passed Over Veto:	Veto Sustained:

This file is complete and ready for presentation to Full Council. Committee: _____ (initial/date)

LAW DEPARTMENT

Law Dept. Review

OMP Review

City Clerk Review

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Indexed

(Handwritten initials)

ORDINANCE 121849

1
2 AN ORDINANCE relating to the City Light Department; declaring certain property rights
3 surplus to the City of Seattle's needs and authorizing the Superintendent to execute a
4 long-term lease for the surplus rights with Gateway Plaza, LLC over a portion of City
5 Light fee owned Transmission Right-of-Way (P.M. #260407-1-447).

6 WHEREAS, Gateway Plaza, LLC is the developer of certain property in the City of Shoreline; and

7 WHEREAS, the City of Shoreline has determined that additional parking spaces are necessary to
8 accommodate new development in its retail core; and

9 WHEREAS, Gateway Plaza, LLC was granted a temporary permit to use Seattle City Light
10 property for auxillary parking, and is now requesting that the temporary permit be converted
11 to a long-term lease; and

12 WHEREAS, City Light has determined that the subject property is surplus to the City of Seattle's
13 needs and that a long-term lease will not impair the Utility's ability to serve its customers;
14 **NOW, THEREFORE,**

15 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

16 Section 1. Pursuant to the provisions of RCW 35.94.040 and after public hearing, the
17 following described real property rights, in Shoreline, Washington, referred to as a portion of Seattle
18 City Light Interurban Transmission Right-of-Way P.M. #260407-1-447, more particularly described
19 as follows:

20 That portion of the 100.00-foot wide Seattle City Light PNT right-of-way [formerly known
21 as the Pacific Northwest Transportation Company right-of-way (PNT) and also known as
22 the Seattle-Everett Interurban Railway right-of-way], lying within the Northeast Quarter of
23 Section 7, Township 26 North, Range 4 East, W.M., King County, Washington, being an
24 electrical transmission line right-of-way corridor currently owned and occupied by Seattle
25 City Light, successor to Puget Sound Power & Light Company, the legal description of
26 which is described as a 100.00-foot strip of land through the North Half of the Northwest
27 Quarter of Section 7, being 50.00 feet on each side of a centerline described as follows:

28 Commencing at a point on the north line of the Northwest Quarter of the Northeast Quarter
of said Section 7, Township 26 North, Range 4 East, W.M., King County, Washington, a
distance of 53.00 feet east of the Northwest corner of said tract; thence on a course South
0° 11' West, 665.00 feet more or less, to the intersection of the centerline of North 183rd
Street



Charlie Hampton
SCL Gateway Plaza LLC Ground Lease ORD
May 10, 2005
Version 4a

1 are no longer needed exclusively for utility purposes and certain surface rights on the above-
2 described property are found and declared to be no longer required for providing public utility
3 service and are hereby declared surplus to the City's needs.

4 Section 2. The Superintendent of City Light, or his designee, is authorized to execute for
5 and on behalf of the City of Seattle, a Ground Lease substantially in the form attached hereto as
6 Exhibit A, which grants certain property interests to Gateway Plaza, LLC.
7

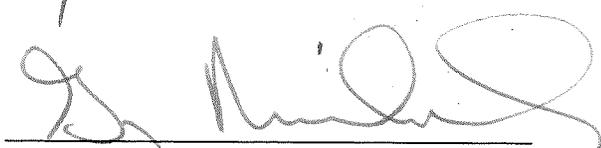
8 Section 3. Any act pursuant to the authority of this ordinance and prior to its effective date
9 is hereby ratified and confirmed.

10 Section 4. This ordinance shall take effect and be in force thirty (30) days from and after
11 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days
12 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.
13

14 Passed by the City Council the 27th day of June, 2005, and signed by me in open
15 session in authentication of its passage this 27th day of June, 2005.

16
17 
18 President _____ of the City Council

19 Approved by me this 5th day of July, 2005.

20
21 
22 Gregory J. Nickels, Mayor

23 Filed by me this 8th day of July, 2005.

24
25 
26 City Clerk

26 (Seal)

27 Exhibit A: Ground Lease



Charlie Hampton
May 10, 2005
SCL Gateway Plaza LLC Ground Lease ORD
Version 3

Form revised December 9, 2004

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
City Light	Charlie Hampton/684-3327	Thomas Dunlap/386-9120

Legislation Title: AN ORDINANCE relating to the City Light Department; declaring certain property rights surplus to the City of Seattle's needs and authorizing the Superintendent to execute a long-term lease for the surplus rights with Gateway Plaza, LLC over a portion of City Light fee owned Transmission Right-of-Way (P.M. #260407-1-447).

- **Summary and background of the Legislation:** This legislation authorizes the Superintendent of City Light to execute a long-term lease to Gateway Plaza, LLC of a portion of City Light Right-of-Way located in the City of Shoreline not currently needed by the Utility.
- **Background:** The City of Shoreline (Shoreline) has been acquiring property and property rights along Aurora Avenue N. for development and wishes City Light's cooperation to allow retail tenants along the right-of-way to be permitted to use the right-of-way for retail parking. Seattle City Light has received a request for a long-term 25-year lease from Gateway Plaza, LLC to use a portion of City Light's Interurban Transmission Right-of-Way as auxiliary parking for its retail development. A temporary permit has been issued but the Gateway, LLC is desirous of a long-term lease to ensure stability of its parking for the facility.

- *Please check one of the following:*

This legislation does not have any financial implications. (Stop here and delete the remainder of this document prior to saving and printing.)

This legislation has financial implications. (Please complete all relevant sections that follow.)



Charlie Hampton
May 10, 2005
SCL Gateway Plaza LLC Ground Lease ORD
Version 3

Anticipated Revenue/Reimbursement: Resulting From This Legislation: This table should reflect revenues/reimbursements that are a direct result of this legislation. In the event that the issues/projects associated with this ordinance/resolution have revenues or reimbursements that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below the table.

Fund Name and Number	Department	Revenue Source	2005 Revenue	2006 Revenue
	CITY LIGHT	LEASE	\$4,914/YR	\$7,592/YR
TOTAL			\$4,914	\$7,592

Notes: Passage of this legislation will yield an annual income stream of \$7,592.00 annually plus increases based on the CPI for the next 25 years from land that otherwise would yield no income, but would require maintenance from the operating budget. Attached is a spreadsheet (Exhibit 1) with the total estimated value of the lease in constant dollars.

- **What is the financial cost of not implementing the legislation?** Loss of anticipated revenue and ongoing maintenance cost of the portion of the right-of-way.
- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** A one-time ordinance authorizing City Light to execute these leases along the right-of-way subject to the needs of the Utility.
- **Is the legislation subject to public hearing requirements:** Yes. Hearings should be held as part of the Council hearing process. This should be a noncontroversial issue.
- **Other Issues** (including long-term implications of the legislation):

Please list attachments to the fiscal note below:

Exhibit 1: 25-Year Income Projection



25-Year Income Projection

for Gateway Plaza, LLC

YEAR	REVENUE
2005	\$ 4,914
2006	7,537
2007	7,763
2008	7,996
2009	8,236
2010	8,483
2011	8,737
2012	9,000
2013	9,270
2014	9,548
2015	9,834
2016	10,129
2017	10,433
2018	10,746
2019	11,068
2020	11,400
2021	11,742
2022	12,095
2023	12,458
2024	12,831
2025	13,216
2026	13,613
2027	14,021
2028	14,442
2029	4,958

Total Revenue \$ 254,469





City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

May 31, 2005

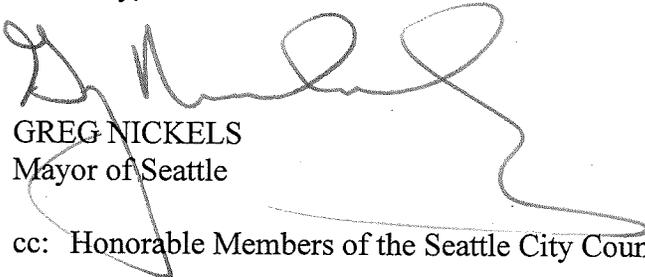
Honorable Jan Drago
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Drago:

The attached proposed Council Bill grants a long-term ground lease to Gateway Plaza, LLC to use a portion of City Light's Interurban Transmission Right-of-Way in the City of Shoreline for auxillary parking. The use of City Light's right-of-way along Aurora Avenue will help the City of Shoreline meet parking requirements that have resulted from recent redevelopment within Shoreline's retail core. The long-term lease authorized by this legislation will provide an additional revenue stream of \$7,371, commencing in 2005, with annual increases for the next 25 years.

Thank you for your consideration of this legislation. Should you have questions, please contact Charlie Hampton of Seattle City Light's Real Estate Unit at 684-3327.

Sincerely,



GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council



**GROUND LEASE
P.M. #260407-1-447**

**CITY OF SEATTLE - CITY LIGHT DEPARTMENT
Real Estate Services (SMT 3012)
700 Fifth Avenue, Room 3300
P.O. Box 34023
Seattle, Washington 98124-4023**

THIS GROUND LEASE (the "Lease") is by and between **THE CITY OF SEATTLE**, a municipal corporation, referred to in this Lease as the "Lessor", and **GATEWAY PLAZA, LLC**, referred to in this Lease as the "Lessee". (Lessor and Lessee shall hereinafter collectively be referred to as the "Parties".)

WITNESSETH:

1. Premises. Lessor hereby leases to the Lessee, and the Lessee hereby Leases from the Lessor, the real property situated in King County, State of Washington, consisting of approximately 9, 083 square feet (the "**Leased Land**")

That portion of the 100.00-foot wide Seattle City Light PNT right-of-way [formerly known as the Pacific Northwest Transportation Company right-of-way (PNT) and also known as the Seattle-Everett Interurban Railway right-of-way], lying within the Northeast Quarter of Section 7, Township 26 North, Range 4 East, W.M., King County, Washington, being an electrical transmission line right-of-way corridor currently owned and occupied by Seattle City Light, successor to Puget Sound Power & Light Company, the legal description of which is described as a 100.00-foot strip of land through the North Half of the Northwest Quarter of Section 7, being 50.00 feet on each side of a centerline described as follows:

Commencing at a point on the north line of the Northwest Quarter of the Northeast Quarter of said Section 7, Township 26 North, Range 4 East, W.M., King County, Washington, a distance of 53.00 feet east of the Northwest corner of said tract; thence on a course South 0° 11' West, 665.00 feet more or less, to the intersection of the centerline of North 183rd Street.

SUBJECT TO the appurtenances installed or operated by Lessor including but not limited to utility poles and lines, now or hereafter located on the Leased Land.

2. Lessee's Use of the Leased Land. Lessee's use of the Leased Land shall only be for a parking lot and related improvements related to activities on the Lessee's adjoining property, including but not limited to, an access driveway (right-in, right out) from Aurora Avenue, parking lot lighting landscaping, an irrigation system, asphalt surfacing, curb and sidewalks, and placement of two pylon signs. Lessee's proposed use of the Leased Land is subject to plan review and approval by the Lessor, which approval shall not unreasonably be withheld, and provided further that the basis upon which Lessor may disapprove Lessee's plan shall be interference with Lessor's present and future use of the Leased Land for electrical Facilities as defined in Section 8.2, Lessor's ability to construct, operate, maintain and patrol its electric Facilities, and compliance with applicable safety and environmental regulations and laws or similar concerns relating to electrical Facilities.

3. Term. The term of this Lease shall be twenty-five (25) years, commencing on _____, 2005, which shall be referred to hereafter as the "Effective Date" of this Lease. Lessee may take full possession of the Leased Land on the Effective Date. Lessee shall have the option to extend the term of this Lease for two periods of twenty-five (25) years upon written notice to Lessor at least 120 days prior to the end of the initial Lease term, or first extension period, as applicable.

Upon termination of the Lease, for whatever reason, except in the event of default by the Lessee, which has not been cured, Lessor shall grant Lessee a first right of refusal to lease the Leased Land.

4. Rent.

4.1 Rent Payments/Escalation. Rent shall commence on the Effective Date. The rent shall be \$614.25 plus excise tax of \$78.87 or \$693.12 per month for the first year of this Lease (the Base rent) and increase three percent (3%) each year on the first of the month following the commencement anniversary. On the first day of each five-year period after the Effective Date, including extension periods if any, the monthly rent shall be adjusted to equal the Base Rent increased by a percentage equal to eighty percent (80%) of the percentage of increase



in the most recent Index (as hereinafter defined) published prior to the commencement of such five-year period over the prior five-year period. In no event, however, shall the increase for any one five-year period exceed forty percent (40%) or be less than fifteen percent (15%). All of the monthly rent shall be paid in lawful money of the United States of America in advance of or on the first day of each and every calendar month of the Lease term. Rent for any period during the Lease term which is for a period of less than one (1) month shall be a prorated portion of the monthly installment herein based upon a thirty- (30-) day month.

4.1.1 For purposes of this Lease, "Index" shall mean the Consumer Price Index for all Urban Consumers ("CPI-U"), Seattle-Tacoma Area (1982-84=100 base) issued and published by the Bureau of Labor Statistics of the United States Department of Labor. In the event the CPI-U ceases to use a 1982-84 base rate of 100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in CPI-U then the CPI-U shall be adjusted to the figure that would have been arrived at had the manner of computing the CPI-U in effect at the Effective Date not been altered.

4.1.2 If the CPI-U is not available, the term Index shall mean the most nearly comparable price index published by a reliable governmental or other non-partisan entity.

4.2 **Late Payment Charges.** If Lessee is more than forty-five (45) days late in making any rental payment provided for herein, a late payment charge shall be in the amount of five percent (5%) of the monthly payment or \$10 which ever is larger. Lessor shall notify Lessee, in accordance with Section 19 of this Lease, if any rental payments are late. Payment shall be made within five (5) days of Lessee's receipt of the late payment notice from the Lessor.

5. Payment of Taxes, Utilities and Other Charges. The Lessee hereby covenants and agrees to pay, before delinquency, all taxes, general and special, assessments, including assessments for local improvements, all charges for electricity, telephone, heat, gas, water, sewer, surface waters and garbage removal, and all other public service or utility charges of every kind and type, inspection fees, and every other charge of every and any kind, whether herein enumerated or otherwise, that may be levied, assessed, charged, or imposed upon or against the Leased Land which are attributable to Lessee's use thereof or any improvements thereon which are owned, used or installed by Lessee during the term of this Lease. Lessee shall not be liable for taxes, assessments or charges attributable to Lessor's use of or facilities located on the Leased Land. The parties acknowledge there are no real estate taxes assessed against the Leased Land but there may be a leasehold tax. The Lessee will pay the leasehold tax, if any, and any taxes that may be imposed on the leasehold interest of the Lessee in the future, on a monthly basis, unless a different payment schedule is approved by the Lessor. In the case of assessments for local improvements or betterments that are assessed or imposed during the term of this Lease and that may be payable in installments, the assessments may be paid over the term of this Lease and any extension hereof. This shall be an absolutely net Lease, and shall at all times yield to the Lessor the net rental provided for in this Lease, except for any income taxes that may be payable by the Lessor to the United States of America or to any state or local government under any existing or future law. Upon Lessor's request, evidence of payment, showing payment of all said taxes, assessments and charges.

6. Use of Leased Land.

6.1 Compliance with Laws. The Lessee and the Lessor shall comply with all laws, rules, orders, ordinances and regulations of any governmental agency having jurisdiction of the Leased Land, or their respective use thereof. Lessee shall not do or permit anything to be done in or about the Leased Land, not keep or bring anything therein, which will cause a cancellation of any insurance policy covering said Leased Land or any part thereof Except as contained in Section 7.2, Lessor has made no representations that the condition of the Leased Land on the date of the commencement of the term hereof complies with the requirements of any federal, state, county or other governmental entity and that any governmental permits have been obtained or are in good standing with reference to the ownership or use of the Leased Land. The Lessee agrees to comply with all such lawful governmental rules, orders, ordinances, and regulations and to obtain any such permits required by its use of the Leased Land, all at its sole cost and expense.

Lessee agrees to fully comply with all applicable requirements of City of Seattle Ordinance 101432, particularly with respect to Section 3.2 of said ordinance as it relates to Lessee's occupation of the Leased Land. Lessee also agrees to follow and comply with the instructions for the implementation of Ordinance 101432 as set forth in the "Instructions for Lease Compliance, Ordinance 101432" as it relates to Lessee's occupation of the Leased Land. Said Section 3.2, now Seattle Code Section 20.44.04, is attached hereto as Attachment 1 and by this reference is made a part hereof.

Lessee agrees to fully comply with all applicable requirements of the municipality, or other government entity, having jurisdiction over the Leased Land in connection with the construction, operation, and maintenance of the Leased Land (hereinafter, "Relevant Jurisdiction"). Lessee shall have the right to immediately terminate this Lease if any law, rule, order, or ordinance of the municipality having jurisdiction over the Leased Land renders it unusable for the uses of the Leased Land as permitted in Section 2 hereof; or if Lessor and Lessee are unable to obtain the proper zoning for the uses set forth in Section 2 hereof.

6.2 Lessor's Warranty. Lessor hereby warrants and represents to Lessee that:

6.2.1 Authority. Lessor has full power and authority to execute and deliver this Lease. This Lease is valid, binding and enforceable against Lessor in accordance with its terms. The execution of this Lease will not result in a breach of the terms and conditions of nor constitute a default under or violation of any agreement or other instrument or obligation to which Lessor is now a party or by which Lessor or any assets of Lessor may be bound or affected, where such a breach or default would prevent the consummation of this transaction.

6.2.2 Title. Lessor has good and marketable title to the Leased Land and the whole 100-foot Right-of-Way between 183rd and 185th Streets in Shoreline, subject only to those encumbrances and easements of record as of the date hereof set forth in Section 7.2.4.

6.2.3 Monetary Liens. Lessor warrants that there are no monetary liens against the Leased Land as of the date hereof.

6.2.4 Encumbrances. Lessor warrants that there are no encumbrances or any assessments which have been levied against the Leased Land, becoming due during the term of this Lease, EXCEPT: The Temporary Permits issued to Existing Permittees.

6.2.5 Litigation. Lessor warrants that there is no litigation, investigation or other proceeding pending or to the best of its knowledge, threatened against or relating to the Leased Land.

6.2.6 Quiet Enjoyment. Lessor warrants that during the term of the Lease, so long as Lessee is not in default of the terms of this Lease, Lessee shall be entitled to the quiet enjoyment of the Leased Land.

6.3 Holdover. The Lessee may request authorization from Lessor to holdover after the expiration of the term of this Lease, provided said request is made in writing 120 days prior to said expiration date. If, upon receiving the written consent of the Lessor, Lessee shall holdover, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the state of Washington. During such tenancy, Lessee agrees to pay Lessor a rate of rental adjusted by Lessor to the then current fair market value. Lessee's tenancy shall be subject to all provisions of this Lease, insofar as they are applicable to a month-to-month tenancy.

6.4 Pollutants and Hazardous Substances.

6.4.1 Lessee's Right to Inspect. Lessee shall have the right to enter the Leased Land from time to time as may be necessary, to inspect the Leased Land prior to the Effective Date. Commencing on the date Lessee executes and delivers this Lease, Lessee shall have the right to take soils, groundwater and surface water samples from the Leased Land, and to test and analyze such samples as Lessee deems necessary or desirable to determine the extent of any contamination of the soils and water (including ground water) on the Leased Land. If, based on the results of such inspections and/or tests, Lessee determines that the condition of the Leased Land is unsatisfactory, or if Lessee believes that its Lease of the Leased Land would expose Lessee to undue risks of government intervention or third party liability, Lessee will notify Lessor. Lessor will determine if it will conduct the necessary cleanup and/or remediation of such conditions or if it will choose not to Lease the Leased Land, except that this provision shall not apply to Lessor's obligations regarding Existing Permittees as set forth in Section 6.2.2 hereof. If the parties are unable to come to a mutually satisfactory agreement regarding Lessor's actions with respect to such contamination, either party may, without liability, determine not to enter into this Lease or may terminate this Lease. Lessee shall repair any damage done to the Leased Land in connection with such inspections, fill and return sampling pits to grade, take all actions necessary to comply with law and return the Leased Land to its pre-existing condition. Lessee shall hold Lessor harmless against any claim or lien of any person providing materials or labor to Lessee in connection with such inspections. Provided, however, anything hereinabove notwithstanding, Lessee shall be under no obligation whatsoever with respect to any Hazardous Substances on, under, or about the subject property that are not brought to the Leased Land by

Lessee, including but not limited to contaminated soil and/or other materials extracted by Lessee in the performance of the sampling tests, and as between Lessee and Lessor, Lessor shall bear liability and responsibility with respect to such hazardous substances including without limitation any disposal of such substances if Lessor undertakes such disposal.

6.4.2 Compliance with Environmental Laws and Definitions. During the term of this Lease, Lessee shall comply with any and all Environmental Laws and Requirements. Lessee shall not cause or knowingly permit the presence of any Hazardous Substance on the Leased Land or on the Lessee's Adjoining Property which would violate any such Environmental Laws and Requirements, provided; however, that Lessee is not responsible for migration of Hazardous Substances onto the Leased Land from off-site or contamination unrelated to Lessee's activities on Lessee's adjoining property.

(A) As used herein, the term "Hazardous Substance" means, regardless of quantity, any hazardous, toxic, or dangerous substance, waste or material which is regulated under any Environmental Laws and Requirements including, but not limited to, petroleum and petroleum based products.

"Hazardous Substance" shall include any substance, chemical, material, or waste the presence or release of which requires investigation, reporting, remediation, or are otherwise regulated or controlled under any and all Environmental Laws and Requirements, and shall include, but not be limited to, those classified, defined, or designated as hazardous or toxic under the following laws or any agency regulation pursuant to the following laws, including any future amendments thereto:

Federal Resource Conservation and Recovery Act of 1976,
42 U.S.C Section 6901 et seq.
Federal Comprehensive Environmental Response, Compensation,
and Liability Act of 1980, 42 U.S.C. Section 6901 et seq.
Federal Hazardous Materials Transportation Control Act,
49 U.S.C. Section 1801 et seq.
Federal Clean Water Act, 42 U.S.C. Section 7401 et seq.
Federal Water Pollution Control Act, Federal Clean Water
Act of 1977, 33 U.S.C. Section 1251 et seq.
Federal Insecticide, Fungicide, and Rodenticide Act,
Fed. Pesticide Act of 1978, 7 U.S.C. Section 136 et seq.
Federal Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.
Federal Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.
Washington Water Pollution Control Act, RCW Chapter 90.48.
Washington Clean Air Act, RCW Chapter 70.94.
Washington Solid Waste Management-Recovery and Recycling Act,
RCW Chapter 70.95.
Washington Hazardous Waste Management Act,
RCW Chapter 70.105.
Washington Hazardous Waste Fees Act, RCW Chapter 70.105A.
Washington Model Toxic Control Act,
RCW Chapter 70.105 et seq.
Washington Nuclear Energy and Radiation Act,
RCW Chapter 70.98.
Washington Radioactive Waste Storage and Transportation
Act of 1980, RCW Chapter 70.99.
All applicable City and County storm water, drainage and erosion regulations.

(B) As used herein, the term "Environmental and Safety Laws and Requirements" means any and all federal, state, local law, statute, ordinance, rule, regulation and/or common law relating to environmental protection, contamination, the release, generation, production, transport, treatment, processing, use, disposal, or storage of any Hazardous Substance, and the regulations promulgated by regulatory agencies pursuant to these laws, and any federal, state and local regulatory agency to these laws, and any federal, state and local regulatory agency or judicial orders, requirements, obligations, directives, notices, approvals, licenses, permits regarding the reporting, investigation, cleaning, or remediation of any Hazardous Substance, toxic or chemical substance or contaminants on the Leased Land or otherwise relating to the protection of the environment including river and stream habitat, and includes safety requirements relating to the disposal and treatment of Hazardous Substances and to regulations regarding disposal of solid wastes from storm water facilities.

6.4.3 No Hazardous Substances. Lessee shall not cause to occur upon the Leased Land or knowingly permit the Leased Land to be used to generate, produce, manufacture,

refine, transport, treat, store, handle, dispose, transfer, or process any Hazardous Substance except in compliance with all applicable Environmental Laws and Requirements, nor shall Lessee knowingly permit or cause any other person or entity under Lessee's control, including any tenant or subtenant to allow the same to occur on the Leased Land, or to migrate to any other property in violation of Environmental Laws and Requirements. This section shall specifically not apply to any activities of Lessor upon the Leased Land or for migration of Hazardous Substances onto the Leased Land from offsite or contamination unrelated to Lessee's activities on Lessee's adjacent property.

Upon notice or discovery of any release of any Hazardous Substance caused by Lessee or expressly authorized to occur upon the Leased Land (with the exception of any release relating to Lessor's use of the Leased Land), Lessee shall take immediately all necessary steps to report, respond to and cleanup the same and restore the Leased Land to its pre-existing condition in accordance with applicable Environmental Laws and Requirements and shall report any such release, to the Lessor within 24 hours of discovery.

6.4.4 Notification. If Lessee shall become aware of or receive notice or other communication from any governmental agency or authority concerning any actual, alleged, suspected, or threatened violation of any and all Environmental Laws and Requirements in connection with the Leased Land or past or present activities of any person thereon, including but not limited to written or oral contact from the State of Washington Department of Ecology or the U.S. Environmental Protection Agency or any other regulatory agency concerning the condition of the Leased Land or any notice or other communication concerning any actual or threatened investigation, inquiry, lawsuit, claim, citation, directive, summons, and complaint, writ or injunction relation to the same, then Lessee shall deliver to Lessor within ten (10) days of receipt of such contact by Lessee, a copy of the same together with a letter indicating Lessee's response if any to such notice or communication. Receipt of such notice by Lessor shall not be deemed an obligation on the part of Lessor to defend or otherwise respond to such notification except to the extent otherwise provided by law or this Lease.

7. Improvements.

7.1 By Lessee. Lessee may construct, erect, and install those improvements described in Section 2.

7.2 By Lessor. Lessor reserves for itself, its successors and assigns the right to construct, operate and maintain additional overhead and/or underground transmission and/or distribution lines, together with but not limited to, the necessary poles, guy wires, anchors, vaults, and cables on the Leased Land ("Facilities"). Lessor, after consultation with Lessee, will use best efforts to locate any Facilities and to work in good faith to accommodate and maximize Lessee's use, provided Lessor's ability to expand needed Facilities is not precluded. If, during the term of this Lease, Lessor's use of the Leased Land unavoidably renders a portion thereof unusable by the Lessee, this Lease shall thereupon terminate as to such portion rendered unusable, and shall remain in full force and effect as to the remaining portion, and the amount of the rental to become payable thereunder on or after the date said portion is rendered unusable shall be reduced in the ratio that the unusable portion of the square foot area of the land described in Section 1 hereof bears to the entire square foot area of said land described in Section 1 hereof. If, during the term of this Lease, Lessor's use of the Leased Land renders the Leased Land substantially unusable for Lessee's purposes, the Lessee shall have the right to terminate this Lease at its sole discretion. Lessor shall repair any damage done to Lessee's improvements or to the Leased Land caused by Lessor's construction, operation and maintenance of its Facilities on the Leased Land and shall return it to the same condition as existed prior to Lessor's proposed construction schedule and Lessor will use its best efforts to coordinate with Lessee regarding the construction of any new structures or facilities on the Leased Land, and to avoid to the maximum extent feasible disruption of Lessee's operations.

8. Acceptance and Care of Premises. The Lessee covenants and agrees that the Leased Land shall be occupied and used in an orderly, fit and sanitary condition, and that the Leased Land shall be left in the same condition at the expiration or earlier termination of this Lease as existed on the Effective Date, except for improvements permitted by this Lease or hereafter permitted by Lessor in writing.

9. Surrender of Premises. Lessee agrees that at the expiration or earlier termination of this Lease, it will quit and surrender the Leased Land without notice and will deliver the Leased Land to the Lessor free and clear of all liens and encumbrances of any kind or nature, except those existing as of the date of this Lease and any assessments for local improvements or betterments as described in Section 5 of this Lease. Notwithstanding the foregoing, at Lessor's option, Lessee may be required to remove at its expense any or all personal property then on the Leased Land.

At the conclusion of this Lease, Lessor shall conduct a final site assessment to verify that the Leased Land's original environmental condition has been maintained during the Lease term; provided that this obligation shall not apply if Lessee terminates under Section 8 of this Lease. The cost of the assessment shall be shared equally between the Lessor and the Lessee. Lessee shall fully remediate and restore any environmental damage to the Leased Land caused by the Lessee during the term of this Lease.

10. No Liens or Encumbrances. The Lessee agrees not to permit any lien or encumbrance from any source or for any purpose whatsoever to remain against Lessor's interest in said Leased Land for more than ten (10) business days duration during the term of this Lease except as provided in Section 21.

11. Insolvency. In the event that Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Lessee, and such receiver, assignee or other liquidating offer is not discharged within one hundred twenty (120) days from the date of his appointment, then the Lessor may terminate this Lease at its option.

12. Hold Harmless Clause and Liability Insurance.

12.1 Lessee's Indemnification. Lessee, its successors, assigns, and guarantors, agree to indemnify, defend, and hold harmless Lessor, its officers and employees, from and against any and all claims, demands, damages, losses, liens, penalties, fines, expenses of every kind and nature, including attorneys fees, and liability for the following:

12.1.1 Any claims or liability arising from accident or injury or damage to property in or about the Leased Land caused by the wrongful or negligent acts or omissions of Lessee, its officers, agents, and employees.

12.1.2 Any claims or liability for injury, loss or damage to the extent arising from Lessee's use, occupancy or control of the Leased Land arising from exposure of Lessee's customers, agents and employees to electric and magnetic fields (EMF).

12.1.3. Any activities or use of the Leased Land by the Lessee which cause or knowingly permit the release or the threatened release of any Hazardous Substance on the Leased Land.

12.1.4. Any claims or liability arising from the conduct of Lessee's business or any activity knowingly permitted by Lessee on or about the Leased Land or on the Lessee's adjoining Property, including but not limited to those which violate any and all Environmental Laws and Requirements.

12.1.5 This indemnification shall survive the termination of this Lease.

This indemnification shall not apply to Hazardous Substances generated, discharged, or deposited on the Leased Land prior to the Effective Date of this Lease. Additionally, this indemnification shall not apply to Hazardous Substances generated, discharged or deposited on the Leased Land after the Effective Date which arise from Lessor's activities on the Leased Land, and shall not apply to Hazardous Substances which migrate onto the Leased Land from off-site.

Lessor, at its sole expense may employ additional counsel of its choice to associate with counsel defending against any such claims, lawsuits, or administrative proceedings.

12.2 Lessee's Insurance. Lessee, at Lessee's own cost and expense, will provide and keep in full force and effect during the term of this Lease, public liability insurance with minimum limits of Two Million Dollars (\$2,000,000) covering injuries to persons, including death, and loss of or damage to real and personal property. Lessor reserves the right to require increases in limits should increases be warranted in the sole discretion of Lessor. Such insurance may be provided under Lessee's blanket comprehensive liability policy. During the term of this Lease, Lessor shall be named as an additional insured under such insurance to the extent of Lessee's undertaking set forth in Sections 13.1.1 and 13.1.2 entitles, including claims attributed to electric and magnetic fields and any claims of accident, injury or damage arising from Lessee's use of the Leased Land. A certificate evidencing such insurance coverage shall be delivered to Lessor not less than fifteen (15) days prior to the commencement of the Term hereof or the date when Lessee shall enter into possession, whichever occurs later. Such certificate of insurance will provide for fifteen (15) days' advance notice in the event of cancellation.

12.3 Future EMF Standards. If electric or magnetic field standards (“EMF Standards”) are established by a governmental entity in the future, which EMF Standards would require, based solely on Lessee’s use of the Leased Land, that Lessor’s utility lines or facilities on or across the Leased Land be reconfigured, undergrounded, or otherwise modified to meet the EMF Standards or alternatively, that Lessee would have to vacate the Leased Land, then, at Lessor’s option, either (1) Lessee shall have the right to reconfigure, underground, to otherwise modify the utility lines on or across the Leased Land so that they meet the EMF Standards at Lessee’s sole cost, or (2) Lessor shall reconfigure, underground or otherwise modify the portion of the utility lines on or across the Leased Land so that they meet the EMF Standards and Lessee shall reimburse Lessor for the costs thereof. If Lessee determines at its sole discretion that the cost of such reconfiguration, undergrounding, or other modification would be too expensive, Lessee may terminate this Lease. If Lessor’s utility lines or facilities cannot with the best available technology be reconfigured, undergrounded, or otherwise modified to meet EMF Standards, and failure to meet the EMF Standards would necessitate vacation, either party may terminate this Lease.

13. Eminent Domain.

13.1 Termination of Lease as to Portion Taken. If, during the term of this Lease, a portion of the Leased Land shall be taken from the Lessor as the result of the exercise of the power of eminent domain, or pursuant to negotiation under the threat of the power of eminent domain, this Lease shall thereupon terminate as to such portion so taken, and shall remain in full force and effect as to the remaining portion, and the amount of the rental to become payable thereunder on or after the date title is vested in or possession taken by the condemnor, whichever first occurs, pursuant to the eminent domain proceedings, shall be reduced in the ratio that the portion taken of the square foot area of the land described in section 1 hereof bears to the entire square foot area of said land described in section I hereof; provided, however, that if the taking renders the Leased Land unsuitable for the use contemplated by the Lessee, Lessee shall have the option at its sole discretion to terminate this Lease as of the date title is vested in or possession taken by condemnor. Such option shall be exercised by notice given to Lessor sixty (60) days prior to the proposed termination date.

13.2 Taking. In the event of an eminent domain taking, the parties agree that Lessor shall be entitled to all condemnation awards granted for the taking of the land as though unimproved and unencumbered, and that Lessee shall be entitled to receive any sums awarded as compensation for improvements on the Leased Land.

14. Termination. In addition to the specific rights of Lessee to terminate this Lease as more particularly set forth in this Lease, at any time during the term of this Lease, Lessee shall have a general right to terminate this Lease in the event that it determines, at its sole discretion, the Leased Land has become unsuitable for the uses designated in Section 2 above. Such determination may be due to Lessor’s increased use of the Lease Land, or any other reason beyond Lessee’s control. In such event, Lessee shall provide Lessor no less than sixty (60) days’ written notice prior to the proposed termination date, unless otherwise specified in this Lease. The indemnifications, duties to comply with law, and duties to restore property provided under this Lease, shall survive termination.

15. Default. If at any time during the term of this Lease the Lessee shall fail to pay the rent provided for herein or if the Lessee shall fail to comply with any of the other terms and conditions of this Lease, the Lessor shall give written notice to the Lessee to pay such rent or otherwise comply with the terms and provisions of this Lease, as the case may be. If such default is not cured within forty-five (45) days of Lessee’s receipt of Lessor’s written notice as to default, or within such period as the Lessor determines is reasonable if the Lessor determines that the condition caused by such default is a threat to public health and safety, or the environment, the Lessor shall have, in addition to such remedies as may be afforded by the laws of the State of Washington, the power and right to declare this Lease terminated and reenter the Leased Land, but notwithstanding such remedies or termination and reentry by the Lessor, the liability of the Lessee for the rent provided for herein shall continue, and in discharge of such liability, the Lessee covenants and agrees to make good to the Lessor any deficiency arising from the reentry of the Leased Land at a lesser rent than herein reserved, and to pay such deficiency each month as the amount thereof is ascertained by the Lessor, provided, however, that any reletting of the Leased Land by Lessor shall be at a rent of fair market rate.

Notwithstanding the foregoing, if the matter that is the subject of the notice of default is of such a nature that it cannot be reasonably corrected within forty-five (45) days or such shorter period as may be determined by the Lessor if a threat to public health and safety, no default shall be deemed to have occurred if Lessee promptly, upon the receipt of notice from Lessor, commences the curing of the default and diligently prosecutes the same to completion.



16. **Lessor May Perform.** If the Lessee fails to do any act or thing required to be done by the Lessee under this Lease, except to pay rent, the Lessor shall notify the Lessee of such failure, and give forty-five (45) days to perform such act or thing, except for conditions which pose a threat to public health, safety, or the environment. In the event Lessee fails to perform within said forty-five (45) days, the Lessor shall have the right, at its sole option, but not the obligation, to do such act or thing on behalf of the Lessee and upon notification of the Lessor's reasonable expenditure in connection therewith, the Lessee shall immediately repay the Lessor the amount thereof plus interest at three (3) percentage points above the most favorable then prevailing interest rate which Bank of America, its successors or assigns, charges its commercial borrowers for short term loans, but not in excess of the maximum legal rate per annum, from the date of the Lessor's invoice for said expenditure to the date of the Lessee's repayment.

17. **Attorneys' Fees.** If any legal suit or legal action is instituted in connection with any controversy or default arising out of this Lease, the prevailing party shall be entitled to recover costs including such items as the court may adjudge as reasonable attorneys' fees on appeal.

18. **Non-Waiver.** The failure of either party to insist upon strict performance of any of the terms and provisions of this Lease shall not be construed as a waiver or other relinquishment of any such terms or conditions, but the same shall be and remain in full force and effect. The receipt of rent, with or without knowledge of any breach of this Lease, shall be construed to be payment for the use and occupancy of the Leased Land and shall not be deemed or claimed to be a waiver as to any term or provision of this Lease unless the same be in writing signed by the Lessor.

19. **Notices.** Any notice, consent, request, or other communication provided for in this Lease shall be in writing. Such notice, consent, request or other communication shall be sent by registered or certified mail to the Lessor, by mailing to Lessor at:

Seattle City Light
Real Estate Services
700 Fifth Avenue
P.O. BOX 34023
Seattle, WA 98124-4023

Such notice, consent, request or other communication shall be sent by registered or certified mail to the Lessee, by mailing the same to Lessee at

Gateway Plaza ,LLC
1501 N. 200th Street
Seattle, WA 98133

Notices sent by mail shall be deemed to have been given when properly mailed; the postmark affixed by United States Post office shall be conclusive evidence of the date of mailing. The party to receive the notice, consent, request or other communication may hereafter designate another address to the other party, in which case the notice, consent, request or other communication shall be sent to that other address. Alternatively, such notice, consent, request or other communication may be personally delivered to the party to receive the same.

20. **Remaining in Possession/Holdover.** If the Lessee remains in possession of the Lessee after the expiration or sooner termination of this Lease, the Lessee shall be deemed to be occupying the Leased Land as a tenant from month to month, subject to all provisions of this Lease insofar as they are applicable to tenancy from month to month.

21. **Leasehold Encumbrances.**

21.1 **Right to Assign Lease for Purposes of Security.** On one or more occasions, without Lessor's prior consent, Lessee shall have the right to assign its interest but not its duties in this Lease to one or more lending institutions ("Lessee's Lender") as security for a loan to provide the construction, original permanent financing, or refinancing of the improvements to be constructed on the Leased Land, or on adjacent property owned by Lessee. If required by Lessee's Lender, Lessor agrees to consent to the assignment of Lessee's interest in this Lease to Lessee's Lender and to execute all documents reasonably required by the Lender to evidence said consent within fifteen (15) days of Lessor's receipt of such documents.

21.2 **Notice of Default.** If Lessee shall, on one or more occasions, assign its interest in this Lease to a Lender, and if the Lessee's Lender shall provide Lessor with notice of such assignment and the name and address of the Lender, Lessor agrees that, following receipt of such notice by Lender, Lessor shall give to Lessee's Lender a copy of each notice of default by Lessee at



the same time and whenever such notice of default shall thereafter be given by Lessor, addressed to Lessee's Lender at the address last furnished to Lessor. No notice of default by Lessor shall be deemed to have given Lessee unless, and until a copy thereof shall have been so given to Lessee's Lender. Lessee's Lender shall then have a period of fifteen (15) days more, after receipt of the notice, to remedy the default or cause it to be remedied than is given Lessee after receipt of such notice by it. Lessor will accept performance by Lessee's Lender for any covenant, condition, or agreement to be performed under this Lease by Lessee with the same force and effect as though performed by Lessee. From and after receiving Lessee's Lender's notice, Lessor and Lessee will not cancel, surrender, modify or amend this Lease in any respect without the prior written consent of the Lessee's Lender.

21.3 Lessor's Cooperation with Lender. Lessor agrees to cooperate with the reasonable requirements of Lessee's Lender, and to sign any additional documents, including an amendment to this Lease, which are reasonably required to effectuate the loan, provided that doing so does not have an adverse effect on Lessor's interests and/or rights as set forth in this Lease and in no event shall Lessor extend credit.

22. Assignment or Subletting. Other than that which is described in Section 21, Lessee agrees that it will not assign this Lease or any part thereof, without the prior written consent of Lessor, which approval shall not be unreasonably withheld. Lessor shall respond to Lessee's request for approval of assignment within thirty (30) days unless Lessor requests an extension in writing.

23. Estoppel Certificates. Both Lessor and Lessee agree at any time and from time to time upon not less than fifteen (15) days' prior written notice by the other party, to execute, acknowledge and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the Lease is in full force and effect as modified and stating the modifications), and the dates to which the rent and other charges have been paid in advance, of any, it being intended that any such statement delivered pursuant to this section may be relied upon by prospective purchasers, lenders, assignees and sublessees.

24. Binding Effect. The covenants and agreements of this Lease shall be binding upon and inure to the benefit of the Lessor and the Lessee and their heirs, executors, administrators, successors and assigns.

25. Recording a Memorandum of Lease. The parties agree to execute and record a Memorandum of this Lease in the form attached to this agreement as Attachment 2 or as such form may be modified as required by a title insurance company insuring Lessee's leasehold estate or the interest of any leasehold mortgagee or fee mortgagee, and sufficient to give constructive notice of the Lease to subsequent purchasers and mortgagees. In the event of any conflict between the terms of such Memorandum of Lease and this Lease Agreement, the terms of this Lease Agreement shall prevail.

26. Time. Time is of the essence of this Lease.

Attachment 1: Seattle Code 20.44.040

Attachment 2: Memorandum of Lease



Seattle Code 20.44.040

SMC 20.44.040 Lease and concession contracts.

A. All contracts of the City for leases and concessions shall contain the following provisions:

"The lessee (contractor) agrees to comply with all state and local laws prohibiting discrimination with regard to creed, religion, race, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap."

B. All contracts of the City for leases and concessions of seven (7) consecutive days' duration or longer and involving employers with three (3) or more employees shall contain the following provisions:

"During the performance of this contract, the lessee (contractor) agrees as follows:

"The lessee (contractor) will not discriminate against any employee or applicant for employment because of creed, religion, race, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The lessee (contractor) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The lessee (contractor) agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The lessee (contractor) will take affirmative action to ensure that all of its employees, agents and subcontractors adhere to these provisions; provided, nothing herein shall prevent an employer from giving preference in employment to members of his/her immediate family.

"Lessee (contractor) will, upon the request of the Director (as used herein Director means the Director of Executive Administration, or his/her designee) furnish to the Director on such form as may be provided therefor, a report of the affirmative action taken by the lessee (contractor) in implementing the terms of this provision, and will permit access to his records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director for the purpose of investigation to determine compliance with these provisions.

"If, upon investigation, the Director determines that there is probable cause to believe that the lessee (contractor) has failed to comply with any of the terms of these provisions, the lessee (contractor) shall be so notified in writing. The contracting authority shall give the lessee (contractor) an opportunity to be heard, after ten (10) days' notice. If the contracting authority concurs in the findings of the Director, it may suspend or terminate this lease (contract) and evict lessee (terminate the contract) in accordance with law.

"Failure to comply with any of the terms of these provisions shall be material breach of this lease (contract).

"The foregoing provisions will be inserted in all subleases (subcontracts) entered into under this lease (contract)."



MEMORANDUM OF LEASE

THIS LEASE IS made this _____ day of _____ 2005 between the **City of Seattle, Seattle City Light, LESSOR** and **Gateway Plaza, LLC as LESSEE**.

1. Lessor hereby leases to Lessee property situate in the City of Shoreline, County of King, State of Washington, and more particularly described below:

That portion of the 100.00-foot wide Seattle City Light PNT right-of-way [formerly known as the Pacific Northwest Transportation Company right-of-way (PNT) and also known as the Seattle-Everett Interurban Railway right-of-way], lying within the Northeast Quarter of Section 7, Township 26 North, Range 4 East, W.M., King County, Washington, being an electrical transmission line right-of-way corridor currently owned and occupied by Seattle City Light, successor to Puget Sound Power & Light Company, the legal description of which is described as a 100.00-foot strip of land through the North Half of the Northwest Quarter of Section 7, being 50.00 feet on each side of a centerline described as follows:

Commencing at a point on the north line of the Northwest Quarter of the Northeast Quarter of said Section 7, Township 26 North, Range 4 East, W.M., King County, Washington, a distance of 53.00 feet east of the Northwest corner of said tract; thence on a course South 0° 11' West, 665.00 feet more or less, to the intersection of the centerline of North 183rd Street.

TO HAVE AND TO HOLD for and original term of twenty-five (25) years, commencing on this _____ day of _____ 2005 and ending on the ____ day of _____ 2030.

2. The Rentals to be paid by Lessee and all of the obligations and rights of Lessor and Lessee in respect to the above described property are set forth in that certain Lease dated _____ 2005, and executed by the parties hereto covering the above described property. This instrument is merely a memorandum of the aforesaid Lease and is subject to all of the terms and conditions thereof. In the event of any inconsistency between the terms of this instrument and said Lease, the terms of said Lease shall prevail as between the parties hereto.

IN WITNESS THEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LESSEE

Gateway Plaza, LLC
by Ironwood Investments, LLC
A Washington Limited Liability Company
Manager

By: _____
James W. Abbott, Managing Member

Date: _____

LESSOR

City of Seattle
A Municipal Corporation,

By: _____
Jorge Carrasco, Superintendent

Date: _____





Seattle City Council

**PUBLIC HEARING: C.B. 115287—Declaring certain property rights surplus to the City of Seattle's needs and authorizing the Superintendent to execute a long-term lease for the surplus property rights with the Joshua Green Corporation over a portion of City Light fee owned Transmission Right-of-Way.
ENERGY AND ENVIRONMENTAL POLICY COMMITTEE**



DATE June 22, 2005

INFORMATION ON THIS SIGN-UP SHEET IS PUBLIC RECORD
(PLEASE PRINT)

LOCATION Council Chamber

#	NAME	AFFILIATION	ADDRESS	ZIP	PHONE	FAX	E-MAIL
1.							
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121849

STATE OF WASHINGTON – KING COUNTY

--SS.

187918
CITY OF SEATTLE, CLERKS OFFICE

No. TITLE ONLY

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.

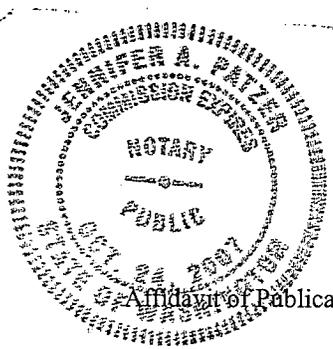
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:121844-45,48-49&52

was published on

07/18/05

The amount of the fee charged for the foregoing publication is the sum of \$ 66.25, which amount has been paid in full.



[Signature]

Subscribed and sworn to before me on

07/18/05

[Signature]

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle

TITLE ONLY PUBLICATION
The full text of the following ordinances, passed by the City Council on June 27, 2005, and pushed here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 626,344.

ORDINANCE NO. 121862
AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 121849
AN ORDINANCE relating to the City Light Department; declaring certain property rights surplus to the City of Seattle's needs and authorizing the Superintendent to execute a long-term lease for the surplus rights with Gateway Plaza, LC over a portion of City Light fee owned transmission Right-of-Way (P.M. #260407-447).

ORDINANCE NO. 123448
AN ORDINANCE relating to the City Light Department; declaring certain property rights surplus to the City of Seattle's needs and authorizing the Superintendent to execute a long-term lease for the surplus property rights with the Joshua Green Corporation over a portion of City Light fee owned Transmission Right-of-Way (Portion of P.M. #260418-2-201).

ORDINANCE NO. 121846
AN ORDINANCE removing a budget proviso that restricted an appropriation in the Seattle Police Department's 2005 budget.

ORDINANCE NO. 121844
AN ORDINANCE relating to the Police Department; authorizing the creation of Police Officer - Patrol positions; and increasing appropriations to the Police Department in the 2005 Budget; all by a three-fourths vote of the City Council.

Publication ordered by JUDITH PIPPIN,
City Clerk.
Date of publication in the Seattle Daily
Journal of Commerce, July 18, 2005.
713(187918)