

Ordinance No. 122379

Council Bill No. 115853

CW

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: Jean Goldan
Councilmember

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 five-year lease for these surplus rights with GCW Shoreline, LLC over a portion of City Light fee owned Transmission Right-of-Way filed as P.M. # 260407-1-446.

Committee Action:

4/20/07 DO PASS JG, DD

4/10/07 Full Council PASSED 9-0

CF No. _____

Date Introduced:	<u>3-26-07</u>	
Date 1st Referred:	To: (committee)	
<u>3-26-07</u>	<u>Energy & Technology</u>	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote:	
<u>4/10/07</u>	<u>9-0</u>	
Date Presented to Mayor:	Date Approved:	
<u>4/17/07</u>	<u>4-19-07</u>	
Date Returned to City Clerk:	Date Published:	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
<u>4-19-07</u>	<u>Dep 3</u>	
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

Electronic Copy Loaded

Indexed

1 thence South 12°04'55" East a distance of 179.79 feet; thence North 87°15'30"
2 East a distance of 25.34 feet to the Easterly line of said City of Seattle's
3 transmission line right-of-way;
4 thence along said right-of-way 12°04'55" East a distance for 44.08 feet; thence
5 South 87°15'30" West a distance of 131.75 feet;
6 thence South 12°04'55" East a distance of 60.35 feet;
7 thence South 77°55'05" West a distance of 60.00 feet to the North line of the
8 South 110 feet of the Northeast Quarter of said Section 7;
9 thence along said North line North 89°05'45" West a distance of 109.04 feet to
10 the point of beginning.
11 21, 986 S.F., more or less

12 are no longer needed exclusively for utility purposes and such surface rights in the above-described
13 property are found and declared to be no longer exclusively required for providing public utility
14 service and are hereby declared surplus to the City's needs at this time.

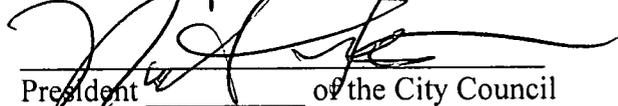
15 Section 2. The Superintendent of City Light, or his designee, is authorized to execute for
16 and on behalf of the City of Seattle, a Ground Lease substantially in the form attached hereto as
17 Exhibit A, which grants certain property interests to GCW Shoreline, LLC, for the consideration
18 stated in Exhibit A.
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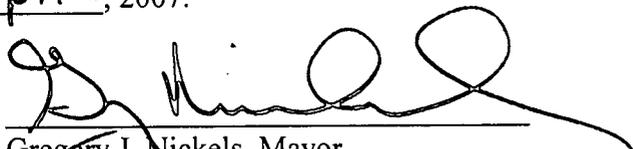
Section 3. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 16th day of April, 2007, and signed by me in open session in authentication of its passage this 16th day of April, 2007.



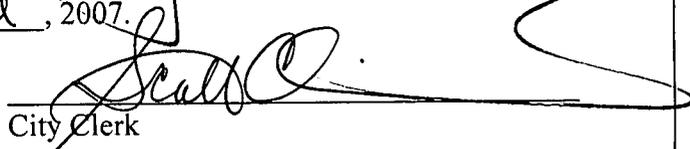
President of the City Council

Approved by me this 19th day of April, 2007.



Gregory J. Nickels, Mayor

Filed by me this 19th day of April, 2007.



City Clerk

(Seal)

Exhibit A: Ground Lease





City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

March 6, 2007

Honorable Nick Licata
President
Seattle City Council
City Hall, 2nd Floor

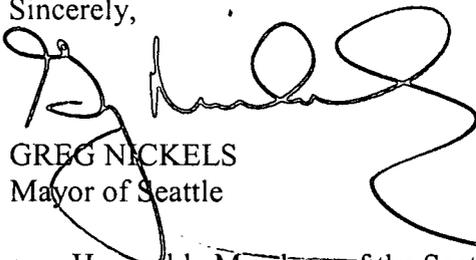
Dear Council President Licata:

The attached proposed Council Bill grants a ground lease to GCW Shoreline, LLC to use a portion of City Light's Interurban Transmission Right-of-Way in the City of Shoreline for auxillary parking. City Light previously granted GCW Shoreline a temporary permit to construct a parking lot and related improvements on the City's right-of-way. Since that time, GCW Shoreline has requested a five-year lease to ensure stability of its parking requirements and City Light has determined the right-of-way surplus to its needs.

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 lease authorized by this legislation will provide an additional annual revenue stream of \$17,856 commencing in 2007, with annual increases for the next five years. The lease provides for an additional five year option.

Thank you for your consideration of this legislation. Should you have questions, please contact Grace Hartley of Seattle City Light's Real Estate Unit at 684-3687.

Sincerely,



GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, E:mail: mayors.office@seattle.gov

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CITY OF SEATTLE - CITY LIGHT DEPARTMENT
Real Estate Services (KT 3012)
700 Fifth Avenue, Room 3300
Seattle, Washington 98104-5031

GROUND LEASE AGREEMENT
P.M. #260407-1-446

THIS GROUND LEASE AGREEMENT (“**Ground Lease**”) is made by and between The City of Seattle, by and through its City Light Department (“**City Light**”), and GCW Shoreline, LLC, (“**Lessee**”).

Section 1. Leased Land. Subject to the terms and conditions set forth below, City Light leases to Lessee and Lessee leases from City Light, a portion of the City of Seattle transmission line right-of-way, situated in King County, Washington, consisting of approximately 21, 986 square feet, as more particularly described below:

A portion of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 7, Township 26 North, Range 4 East W.M. All that portion of the City of Seattle's transmission line right-of-way, which lies within the following described parcel:

Beginning at the intersection of the North line of the South 110 feet of the Northeast Quarter of said Section 7 and the east line of Aurora Avenue North, said East line being 45 feet Easterly of the right-of-way centerline;

thence along the East line of said Aurora Avenue North $2^{\circ}44'42''$ West a distance of 326.26 feet; thence North $87^{\circ}15'18''$ East a distance of 246.2 feet to the easterly line of City of Seattle's transmission line right-of-way;

thence along said east line South $12^{\circ}04'55''$ East a distance of 41.55 feet; thence South $87^{\circ}15'18''$ West a distance of 25.34 feet;

thence South $12^{\circ}04'55''$ East a distance of 179.79 feet; thence North $87^{\circ}15'30''$ East a distance of 25.34 feet to the Easterly line of said City of Seattle's transmission line right-of-way;

thence along said right-of-way $12^{\circ}04'55''$ East a distance for 44.08 feet; thence South $87^{\circ}15'30''$ West a distance of 131.75 feet;

thence South $12^{\circ}04'55''$ East a distance of 60.35 feet;

thence South $77^{\circ}55'05''$ West a distance of 60.00 feet to the North line of the South 110 feet of the Northeast Quarter of said Section 7;

thence along said North line North $89^{\circ}05'45''$ West a distance of 109.04 feet to the point of beginning.

(the “**Leased Land**”) to conduct the Authorized Activities set forth in Section 4 and for no other purpose.

Exhibit A



This Leased Land is leased by City Light and accepted by GCW Shoreline, LLC on an "As Is" condition and without regard to Lessee's intended uses. Lessee acknowledges it has had the right and opportunity to inspect such Leased Land and that it relies entirely on its own or its experts' knowledge in regard to the Leased Land.

Section 2. Consideration.

2.1 Consideration. Lessee agrees to pay the following fees for the rights and privileges as above stated:

a. The rental fee to be paid the City of Seattle for the temporary use of said property shall be One Thousand Four Hundred and Eighty-Eight Dollars (\$1488.00). 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.

b. If Lessee makes payment more than five (5) business days after the first day of each month, a late payment charge shall be assessed in the amount of five percent (5%) of the monthly rental fee or \$25, whichever is greater. City Light shall notify Lessee if any rental fees are late. Late payment charges shall be paid within five (5) business days of Lessee's receipt of the late payment notice from City Light.

c. The administrative fee for granting of this Ground Lease shall be ONE HUNDRED DOLLARS (\$100.00).

d. To assure proper posting of payments, Lessee shall note on their checks "City Light Ground Lease P.M. #260407-1-446," *and* include the payment stub from the invoice.

2.2 Annual Escalation. The rental fee will be subject to a 3% increase, effective the first day of January of each year.

2.3. All Other Provisions Remain in Effect. Lessee hereby agrees that, in case of an increase of rental fee, all other provisions of this Ground Lease shall remain in full force, changed only by such alterations in amount of rent and not otherwise.

2.4 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 Ground Lease. Lessee shall not be liable for taxes, assessments or charges attributable to City Light'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 is a leasehold tax. The Lessee will pay .1284% annual leasehold tax, and any taxes that may be imposed on the leasehold interest of

Exhibit A



the Lessee in the future, on a monthly basis, unless a different payment schedule is approved by the City Light. In the case of assessments for local improvements or betterments that are assessed or imposed during the term of this Ground Lease and that may be payable in installments, the assessments may be paid over the term of this Ground Lease and any extension hereof. This shall be an absolutely net Ground Lease, and shall at all times yield to the City Light the net rental provided for in this Ground Lease, except for any income taxes that may be payable by the City Light to the United States of America or to any state or local government under any existing or future law. Upon City Light's request, evidence of payment, showing payment of all said taxes, assessments and charges.

2.5 Pro Rata Return for Revocation. In the event that the rights granted by this Ground Lease are revoked by City Light prior to the term specified in Section 5, Lessee shall be entitled to a refund of the pro rata share of any consideration paid and attributable to the unexpired term of the Ground Lease.

2.6 Remaining in Possession/Holdover. In the event Lessee continues to utilize and occupy the Leased Land after the expiration of the Term. Lessee shall pay on a monthly basis as consideration, the equivalent of 150% of the monthly consideration during the Term, or 150% of the current monthly rental market value of such property, whichever is greater. Lessee shall continue to remain bound and subject to all the terms and provisions of this Ground Lease.

Section 3. Term.

3.1 Term. The term of this Ground Lease shall be five years. The Ground Lease shall be effective _____ and shall terminate on _____, unless terminated sooner under the terms of this Ground Lease. City Light reserves the right to revoke all or a portion of this Ground Lease at any time upon thirty (30) days written notice to Lessee if the Leased Land is necessary or convenient for utility purposes.

3.2 Option: Lessee shall have the right to exercise one (1) five year option at the termination of this lease. Rent shall be renegotiated to the current market value for lease rates for comparable property at the time lessee exercises this option. City Light reserves the right to cancel this right if the property will be needed for utility purposes within the five year option period.

3.3 Right of First Refusal. If at the termination of this Ground Lease, City Light determines that the Leased Land may continue to be leased and the Authorized Activities are still consistent with City Light's uses of the Transmission right-of-way, City Light shall offer Lessee the right of First Refusal for another permit or ground lease, on terms substantially similar to those contained herein.

3.4 If at the termination of this Ground Lease, City Light determines that the Leased Land may continue to be leased and the Authorized Activities are still consistent with City Light's uses of the Transmission right-of-way, City Light

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shall offer Lessee the right of First Refusal for another permit or ground lease, on terms substantially similar to those contained herein. In the event that Lessee continues to occupy the Leased Land after the expiration of the Term and City Light agrees to the holdover, this Ground Lease shall convert to a month-to-month agreement based on the holdover consideration stated in Section 2.6

Section 4. Lessee's Authorized Activities.

4.1 Authorized Activities. Lessee's use of the Leased Land shall only be for a parking lot and improvements related to activities on the Lessee's adjoining property, including but not limited to, an access driveway, parking lot, lighting, landscaping, an irrigation and drainage 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 City Light (the "**Authorized Activities**"). No other activities may be conducted on the Leased Land without the prior written permission of City Light. Not included in this Agreement are any rights to harvest, collect, or damage any natural resource, including aquatic life or living plants.

4.2 Compliance with Laws. Lessee shall, at all times, keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding the use of the Leased Land, including any Environmental Laws (as defined in Section 8.2). Lessee shall further comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington and the City of Seattle, notably S.M.C. 20.42 *et. seq.* and S.M.C. 20.45 *et. seq.* Lessee shall, at its sole expense, obtain all regulatory or proprietary consents or approvals required to be obtained from any public authority, State or third party in connection with any work or condition agreed to be allowed by City Light on the Leased Land or Lessee's use and/or occupation of the Leased Land.

4.3 No Unlawful Use. Lessee shall not use or permit the Leased Land or any part thereof to be used for any purpose in violation of any municipal, county, state or federal law, ordinance or regulation. King County shall promptly comply, at its sole cost and expense, with all laws, ordinances and regulations now in force or hereafter adopted relating to or affecting the condition, use or occupancy of the Leased Land including but not limited to all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington and The City of Seattle, including the Seattle Municipal Code ("SMC"), notably SMC Ch. 20.44, and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

4.4 No Hazardous Substances. Lessee shall not, without City Light's prior written consent, keep on or about the Leased Land any substance designated as, or containing any component now or hereafter designated as hazardous, dangerous, toxic or harmful and/or subject to regulation under any federal, state or local law, regulation or ordinance ("**Hazardous Substances**"), except customary office supplies in normal quantities handled in compliance with applicable laws. With respect to any Hazardous Substances stored with

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City Light's consent, Lessee shall promptly, timely and completely comply with all governmental requirements for reporting and record keeping; submit to City Light true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities; within five (5) days after City Light's request therefore, provide evidence satisfactory to City Light of Lessee's compliance with all applicable governmental rules, regulations and requirements; and comply with all governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment and disposal of Hazardous Substances. Any and all costs incurred by City Light and associated with City Light's inspections of the Leased Land and City Light's monitoring of Lessee's compliance with this section following notification by City Light that Lessee is not complying with such a governmental rule, regulation or requirement, including City Light's attorneys' fees and costs, shall be additional costs and shall be due and payable to City Light within ten (10) days after City Light's demand therefore. Lessee shall be fully and completely liable to City Light for any and all cleanup costs and expenses and any and all other charges, expenses, fees, fines, penalties (both, civil and criminal) and costs imposed with respect to Lessee's use, disposal, transportation, generation and/or sale of Hazardous Substances in or about the Leased Land or Building. Lessee shall indemnify, defend and hold City Light harmless from any and all of the costs, fees, penalties, charges and expenses assessed against, or imposed, upon City Light (as well as City Light's attorneys' fees and costs) as a result of Lessee's use, disposal, transportation, generation and/or sale of Hazardous Substances.

4.5 Lessee's Restrictions on Use. Lessee shall not cause or permit any damage to natural resources on the Leased Land, except as contemplated by the Authorized Activities. Lessee shall also not cause or permit any filling activity to occur on the Leased Land. This prohibition includes any deposit of rock, earth, ballast, refuse, garbage, waste matter (including chemical, biological or toxic wastes), hydrocarbons, any other pollutants, or other matter in or on the Leased Land, except as approved in writing by City Light. Lessee shall neither commit nor allow waste to be committed to or on the Leased Land. If Lessee fails to comply with all or any of the restrictions in use set out in this Section 4, City Light may take any steps reasonably necessary to remedy such failure. Upon demand by City Light, Lessee shall pay all costs of such remedial action, including but not limited to the costs of removing and disposing of any material deposited improperly on the Leased Land.

4.6 Lessee's Return of Leased Land to Original Condition. Prior to the termination of this Ground Lease, or within thirty (30) days after receiving notice of an early revocation of this Ground Lease, Lessee shall restore the Leased Land to a condition as near as reasonably possible to the condition of the Leased Land at the commencement of this Ground Lease except for any changed conditions caused solely by parties other than Lessee, its agents, contractors, or subcontractors, or otherwise agreed to in writing by City Light.

Section 5. City Light's Retained Rights and Continuing Operations.

5.1 City Light's Retained Rights Continuing Operations. City Light reserves for itself, its officials, agents, contractors, employees, successors and assigns the right to construct, operate, test, repair and maintain existing and additional overhead and/or

Exhibit A



underground transmission and/or distribution and/or service lines, together with but not limited to, the necessary poles, guy wires, anchors, vaults, cables and such other facilities which are necessary and convenient for utility purposes on the Leased Land ("**Facilities**").

5.2 City Light Access and Right to Exclude. City Light shall maintain the right to access all areas of the Leased Land as necessary for its utility purposes. City Light's rights shall include the right to exclude Lessee, and Lessee's officials, employees, agents, consultants, contractors, representatives, licensees, invitees, or visitors from certain areas of the Leased Land as necessary and convenient for utility purposes. In the event City Light exercises its right to exclude, City Light shall endeavor to give Lessee twenty-four hours advance notice. In the case of emergencies, City Light shall be relieved of any notice requirements.

5.3 Early Termination By City Light.

(a) Lessee understands and acknowledges that the rights and privileges granted herein are fully revocable by City Light. In the event City Light determines that the use of the Leased Land is necessary for utility purposes, City Light may cancel and terminate all or a portion of the rights and privileges granted under this Ground Lease on thirty (30) days written notice to Lessee. Upon receipt of such notice, Lessee shall take all such actions necessary for it to timely terminate its use, and the use of its agents and invitees of the Leased Land. Lessee shall have no right or opportunity to contest the decision to utilize the Leased Land for utility purposes and its sole remedy, if any, shall be for a pro rata return of any prepaid rent.

(b) If, during the term of this Ground Lease, City Light's use of the Leased Land renders a portion thereof unusable by the Lessee for the remainder of the Term, this Ground 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 there under 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.

(c) If, during the term of this Ground Lease, City Light's use of the Leased Land renders the entire Leased Land substantially unusable for Lessee's purposes, the Lessee shall have the right to terminate this Ground Lease at its sole discretion.

Section 6. Eminent Domain.

6.1 Taking. If all of the Leased Land is taken by Eminent Domain, this Ground Lease shall terminate as of the date Lessee is required to vacate the Leased Land and all rental fees and any other additional fees owing shall be paid to that date. The term "**Eminent Domain**" shall include the taking or damaging of property by, through or under any governmental or statutory authority, and any purchase or acquisition in lieu thereof, whether the damaging or taking is by government or any other person. If a taking of any part of the

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Leased Land by Eminent Domain renders the remainder thereof unusable for Lessee, the Ground Lease may, at the option of either party, be terminated by written notice given to the other party not more than thirty (30) days after City Light gives Lessee written notice of the taking, and such termination shall be effective as of the date when Lessee is required to vacate the portion of the Leased Land so taken. Whenever any portion of the Leased Land is taken by Eminent Domain and this Ground Lease is not terminated, rental fees hereunder shall be reduced from the date Lessee is required to partially vacate the Leased Land in the same proportion that the Leased Land taken bears to the total Leased Land prior to taking.

6.2 Award. City Light reserves all right to the entire damage award or payment for any taking by Eminent Domain, and Lessee waives all claim whatsoever against City Light for damages for termination of its leasehold interest in the Leased Land or for interference with its business. Lessee hereby grants and assigns to City Light any right Lessee may now have or hereafter acquire to such damages and agrees to execute and deliver such further instruments of assignment as City Light, from time to time, may request. Lessee, however, shall have the right to claim from the condemning authority all compensation that may be recoverable by Lessee on account of any loss incurred by Lessee in moving Lessee's authorized fixtures and equipment, provided, however, that Lessee may claim such damages only if they are awarded separately in the eminent domain proceeding and not out of or as part of City Light's damages.

7. Default.

7.1 Definition. If Lessee violates or breaches or fails to keep or perform any covenant, term or condition of this Ground Lease, or if Lessee is adjudicated insolvent, Lessee shall be deemed in default hereunder (a "**Default**"). If a Default continues for or is not remedied within fifteen (15) days after written notice thereof has been given by City Light to Lessee specifying the Default, then City Light shall have the following nonexclusive rights and remedies, at its option: (i) to declare the Term hereof ended and to reenter the Leased Land, take possession thereof, and remove all persons there from, for which actions Lessee shall have no claim thereon or hereunder; (ii) to cure such default on Lessee's behalf and at Lessee's sole expense and to charge Lessee for all costs and expenses incurred by Landlord in effecting such cure, including a 15% administration fee; (iii) without declaring this Ground Lease terminated, to reenter the Leased Land and to occupy the whole or any part thereof for and on account of Lessee and to collect any unpaid rental fee and any other additional fees that have become payable or that may thereafter become payable; or (iv) even though it may have reentered the Leased Land, to elect at any time thereafter to terminate this Ground Lease and all of the rights of Lessee in or to the Leased Land.

7.2 Reentry. If City Light reenters the Leased Land under option (iii) of Section 7.1, Landlord shall not be deemed to have terminated this Ground Lease or the liability of Lessee to pay any rent thereafter accruing as it becomes due, or to have terminated Lessee's liability for damages under any of the provisions hereof, by any such reentry or by any action, in unlawful detainer or otherwise, to obtain possession of the Leased Land, unless City Light has notified Lessee in writing that it has so elected to terminate this Ground Lease; and Lessee shall be liable for and shall reimburse City Light upon demand for all

Exhibit A



costs and expenses of every kind and nature incurred in retaking possession of the Leased Land and all other losses suffered by City Light as a consequence of Lessee's default. In the event of any entry or taking possession of the Leased Land, City Light shall have the right, but not the obligation, to remove there from all or any part of the personal property located therein and may place the same in storage at a public warehouse at the expense and risk of Lessee.

7.3 Termination. If City Light elects to terminate this Ground Lease pursuant to the provisions of options (i) or (iv) of Section 7.1, City Light may recover from Lessee as damages, the following: (i) the worth, at the time of award, of any unpaid rent that had been earned at the time of such termination; plus (ii) the worth, at the time of award, of the amount by which the unpaid rent that would have been earned after termination until the time of award exceeds the amount of the rent loss Lessee proves could have been reasonably avoided; plus (iii) the worth, at the time of award, of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of the rent loss that Lessee proves could be reasonably avoided; plus (iv) any other amount necessary to compensate City Light for all the detriment proximately caused by Lessee's failure to perform its obligations under this Ground Lease or that in the ordinary course of things would be likely to result there from, including but not limited to, any costs or expenses incurred by City Light in retaking possession of the Leased Land, including reasonable attorneys' fees therefore; maintaining or preserving the Leased Land after such default; returning the Leased Land to its condition prior to the commencement of this Ground Lease, including repairs or alterations to the Leased Land for such return; and any other costs necessary or appropriate to relet the Leased Land; and (v) such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of Washington. As used in items (i) and (ii) of this section 7.3, the "**worth, at the time of award**" shall be computed by allowing interest at the interest rate specified in Section 7 of this Ground Lease. As used in item (iii) above, the "**worth, at the time of award**" shall be computed by using the then-applicable discount rate quoted by the Federal Reserve Bank of San Francisco or its successor.

Section 8. Release and Indemnification.

8.1 General Indemnity. Lessee shall release, hold harmless and indemnify City Light and the City of Seattle, its officials, employees, agents, licensees, contractors, consultants, invitees and representatives (collectively the "**Indemnitees**") from all claims, actions or damages of every kind and description, including all claims, actions or damages brought by Lessee's employees, agents, representatives, visitors or invitees, if any, which may arise out of, accrue from or be suffered by reason of Lessee's exercise of its rights or obligations under this Ground Lease, (ii) the acts or omissions of Lessee and its officials, employees, agents, consultants, contractors, representatives, licensees, invitees, or visitors in or upon the Leased Land, (iii) any defect or alleged defect, or failure to warn of any defect or alleged defect, in the Leased Land or (iv) any damage to or failure of the Lessee's improvements/changes to the Leased Land resulting in any damage or injury to any person or property; provided, however, nothing herein shall require Lessee to so indemnify and hold harmless City Light or the City of Seattle to the extent of the negligence of the City, its

Exhibit A



officials, employees, agents, consultants, contractors, representatives, invitees or licensees. In case of any such suit or action being brought against City Light or the City of Seattle, or damages arising out of or by reason of any of the above causes, the Lessee shall, upon notice to Lessee of commencement of such action, defend the same at Lessee's sole cost and expense and will fully satisfy any judgment rendered in said action adversely to the City, excepting any and all claims, actions or damages of any kind which may accrue out of the sole negligence or willful misconduct of the City of Seattle, City Light Department.

8.2 Environmental Indemnity. Lessee shall release, indemnify, defend and hold harmless the Indemnitees from and against all claims, actions, regulatory demands, judgments, liens, damages, harm, penalties, fines, costs, expenses, liabilities or losses (including, without limitation, clean up or remedial costs, injuries to third persons, sums paid in settlement of claims, reasonable attorneys' fees, consultant fees, and expert fees) which are imposed on, paid by, or asserted against the Indemnitees in connection with any violation of Environmental Law by Lessee, its officials, employees, agents, licensees, contractors, consultants, invitees, visitors or representatives.

For the purposes of this Ground Lease, the term "**Environmental Law(s)**" means any local, state or federal law, regulation, ordinance, order or other source of law, now or hereafter in effect relating to the protection of human health or the environment including, but not limited to: the Federal Clean Air Act; the Federal Water Pollution Control Act; the Federal Safe Drinking Water Act; the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Federal Occupational Safety and Health Act; the Federal Emergency Planning and Right-to-Know Act of 1986; the Federal Hazardous Materials Transportation Control Act of 1980; the Federal Water Act of 1977; the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Waste Management Recovery and Recycling Act; the Washington Hazardous Waste Management Act; the Washington Hazardous Waste Fees Act; Washington Model Toxics Control Act; the Washington Nuclear Energy and Radiation Act; the Washington Radioactive Waste Storage and Transportation Act; the Washington Underground Petroleum Storage Tanks Act; and any regulations promulgated thereunder from time to time.

8.3 Express Waiver. **As between the parties and solely for the purpose of effectuating the indemnities contained in subsections 8.1 and 8.2 of this section 8, Lessee expressly waives any immunity, defense or protection that may be granted to it under the Washington State Industrial Insurance Act, Revised Code of Washington Title 51 or any other industrial insurance, workers' compensation or similar laws of the State of Washington. This section shall not be interpreted or construed as a waiver of Lessee's right to assert any such immunity, defense or protection directly against any of its own employees or such employee's estate or other representatives. This section 8 has been mutually negotiated by the parties.**

Initialed by:

Exhibit A



Lessee

City

Section 9. Insurance.

9.1 Required Insurance. Lessee acknowledges that the insurance requirements set forth herein establish the minimum coverages and limits of liability of insurance the Lessee must maintain in order to enter into this Ground Lease. These coverages and limits may not be sufficient to cover all liability losses and related claim settlement expenses and maintenance of these limits of liability does not relieve the Lessee from liability for losses and settlement expenses greater than said limits.

- (1) Commercial General Liability (CGL) Insurance. Lessee shall maintain CGL insurance covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of Lessee's operations with limits of liability not less than those specified below:

<u>Description</u>	<u>Limit of Liability</u>
Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000

- (2) Worker's Compensation/Employer's Liability Insurance. As applicable, Lessee shall procure and maintain:

- (i) State of Washington Worker's Compensation coverage as required by Title 51 RCW with respect to any work by Lessee's employees on or about the Property and on any improvements;
- (ii) Employers Liability or Stop Gap insurance coverage with limits not less than those specified below:

<u>Employee Each Accident Policy Limit</u>	<u>Disease Each Employee</u>	<u>Disease</u>
\$1,000,000	\$1,000,000	\$1,000,000

9.2 Terms of Insurance.

- (1) The CGL insurance required under Subsection 8.1(1) shall name the City of Seattle as an additional insured. Furthermore, said CGL insurance shall:
- a. Be written as primary insurance not contributing with and not in excess of self-insurance or insurance coverage that the City of Seattle may maintain;

Exhibit A



- b. Expressly provide that such insurance may not be canceled or nonrenewed with respect to the City of Seattle except upon forty-five (45) days prior written notice (except ten (10) days with respect to cancellation for payment of premium) from the insurer to the City of Seattle.
- (2) Insurers shall maintain A.M. Best's ratings of not less than A- VII unless placed as surplus lines under the provisions of chapter 48.15 RCW.

9.3 Proof of Insurance. Lessee shall furnish, or cause to be furnished, evidence of insurance in the form of certification of insurance satisfactory to City Light. That shall include an actual copy of the (1) blanket or designated additional insured provision documenting that the City of Seattle is an additional insured for primary and non-contributory limits of liability and (2) policy provision for cancellation as stated in Subsection 9.2 (1)b. The Certificate of Insurance shall reference the City of Seattle and the PM number.

Section 10. Prohibition against Assignment. Lessee shall not assign this Ground Lease without express written permission of City Light.

Section 11. No Liens or Encumbrances. Lessee acknowledges and agrees that it will not pledge or use in any fashion the rights and privileges granted herein as security for any purpose. Lessee further acknowledges and agrees not to permit any liens or encumbrances from any source or for any purpose whatsoever.

Section 12. 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 thirty (30) days from the date of his appointment, then the City Light may terminate this Ground Lease at its option.

Section 13. City Light May Perform. If the Lessee breaches or fails to do any covenant, act or thing required to be done by the Lessee under this Ground Lease, except to pay rent, the City Light may notify the Lessee of such failure, and give Lessee fifteen (15) days to correct such breach or 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 fifteen (15) days, City Light 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 City Light's reasonable expenditure in connection therewith, the Lessee shall immediately repay City Light the amount thereof plus an administration fee of 15%. All such monies due shall be subject to interest at 12 % annually, from the date of the City Light's invoice for said expenditure to the date of the Lessee's repayment.

Exhibit A



Section 14. Notices. Any notice, consent, request, or other communication provided for in this Ground Lease shall be in writing. Such notice, consent, request or other communication shall be sent by registered or certified mail to the City Light, by mailing to City Light at:

Seattle City Light
Real Estate Services: Room 3012
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

GCW Shoreline, LLC
Carol Warrian
9614 Sulphur Mt. Road
Ojai, CA 93023

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.

Section 15. Applicable Law and Venue. This Ground Lease shall be interpreted and construed pursuant to the laws of the State of Washington. Venue for any action arising out of or in connection with this Agreement shall be King County Superior Court at Seattle.

Section 16. Attorneys' Fees. In any dispute brought to enforce the provisions of this Ground Lease, arising out of Lessee's use of the Leased Land, or arising out of this Ground Lease, the prevailing party shall be entitled to receive its attorney's fees and costs from the other party. Attorneys fees owing to the City under this Ground Lease shall be calculated at the rate charged by attorneys and paralegals in private practice in a downtown Seattle law firm comparable in size to The City of Seattle Law Department who have been working as such for approximately the same period of time as the attorneys and paralegals representing City.

Section 17. No Representation or Warranty. City Light makes no representations or warranties and shall not in any way be liable for or with respect to: the condition of the Leased Land, or the Leased Land' suitability for Lessee's intended use or for any use whatsoever and Lessee assumes the responsibility and risks of all defects and conditions in the Leased Land and surrounding areas, if any, that cannot be observed by casual inspection. Lessee acknowledges that Lessee has had the opportunity to inspect the Leased Land and Lessee will be relying entirely upon its own inspection and/or on any consultant Lessee may retain.

Exhibit A



Section 18. Quiet Enjoyment. Lessee understands and specifically acknowledges that this Ground Lease does not provide the normal quiet enjoyment provisions typical of other leases. If Lessee fully complies with and promptly performs all of the terms, covenants and conditions of this Ground Lease on its part to be performed, it shall have quiet enjoyment of the Leased Land throughout the Term, subject, however, to City Light's Retained Rights and Ongoing Operations, the provisions and materials within this Ground Lease, and to those matters to which this Ground Lease may be subsequently subordinated.

Section 19. Severability. In case any one or more of the provisions contained in this Ground Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Ground Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 20. No Waiver. No waiver of any right under this Ground Lease shall be effective unless contained in a writing signed by an authorized representative of the party sought to be charged with the waiver, and no waiver of any right arising from any breach shall be deemed to be a waiver of any future right or any other right arising under this Ground Lease.

Section 21. Force Majeure. City Light shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to any cause beyond its reasonable control, including, but not limited to an act of nature, act of civil or military authority, fire, flood, windstorm, earthquake, strike or labor disturbance, civil commotion, delay in transportation, governmental delay, or war.

Section 22. Time. Time is of the essence of this Ground Lease.

Section 23. Other General Terms and Conditions.

23.1. The Lessee shall assume all liability for any damage caused to City Light's transmission line facilities arising out of or resulting from Lessee's use of the herein described Leased Land.

23.2. The Lessee agrees that the City of Seattle shall not be liable for any damage to the Lessee's property by reason of any construction, alterations, maintenance or improvements performed on said Leased Land by the City of Seattle, its agents or representatives.

23.3. The Lessee agrees not to use the Leased Land herein described for any other purpose whatsoever than as set forth above, and agrees that the Superintendent of City Light of the City of Seattle shall be the sole judge of any conflict or violation of such use as above stated.

Exhibit A



23.4. This Ground Lease is for the use of the above described land only and shall not be construed to replace or to be used in lieu of any permits or licenses which may be required, granted or supervised by any other subdivision of government charged with licensing, policing and supervising the operations of the Lessee hereunder.

23.5. No building or structure shall be constructed or placed upon the above described property.

23.6. The Lessee agrees to submit plans furnishing details of any improvements, blacktopping, grading, cuts or fills for approval by the Superintendent of City Light, or his representatives, prior to the undertaking of any such improvements, blacktopping, grading, cut or fill operation on the herein described Leased Land.

23.7. The Lessee agrees to install and maintain guard posts and/or curbing for the protection of the existing City Light electrical line poles, towers and/or facilities located within the herein described Leased Land. Lessee agrees not to allow vehicles, or any other objects or materials within five (5) feet of said poles or within ten (10) feet of said towers and facilities on the Leased Land.

23.8. Where this Ground Lease is issued for the use of roadways, then it shall not be deemed or held to be an exclusive permit, or prohibit the City Light from granting other permits of like or other nature, or interfere with the City Light's use of said Leased Land, or affect its jurisdiction of all or any part of it.

23.9. The Lessee shall protect the poles or towers in a manner approved by the Superintendent of City Light.

23.10. The Lessee agrees to place no fill against existing transmission line poles or towers.

23.11. All metal fencing shall be grounded by a method approved by the Superintendent of City Light.

23.12. There will be no ponds, "V" ditches or open water retention facilities on the right-of-way.

23.13. Plantings will be limited to and maintained at a height below twelve (12) feet in accordance "The Right Tree Book", available from City Light,

23.14. The Lessee understands and agree that its status under this Ground Lease is only that of interim tenants, with term of tenancy limited by the terms of the Ground Lease; that cancellation or nonrenewal of the Ground Lease for any reason whatever shall not render the Lessee a "displaced person" and does not qualify them to any benefits under present or future relocation assistance laws, rules or regulations.

23.15. The Lessee agrees to maintain the Leased Land occupied or used in an orderly, fit and sanitary condition, and to leave the same in an orderly, fit and sanitary

Exhibit A



condition; and at the expiration of the term of this Ground Lease, or upon an earlier termination thereof, shall peacefully surrender such Leased Land and the use thereof.

23.16. The Superintendent of City Light, or his agents, shall have the right at all reasonable times to inspect said Leased Land for the purpose of observing the conditions thereof, and the manner of compliance by the Lessee with the terms and conditions of this Ground Lease.

23.17. The Superintendent of City Light shall have the right at all times to suspend any or all operations on the above property which the Superintendent deems to be detrimental to the best interest of the City of Seattle.

23.18. The Lessee shall not at any time interfere with the City Light's access to and over said property.

23.19. Should the Lessee violate, breach or fail to keep or perform any covenant, agreement, term or condition of this permit, Lessee shall forfeit all and any rights herein permitted, and the City shall have the right to immediately cancel and terminate said permit and all of the Lessee's rights hereunder without liability for loss or damage that the Lessee may thereby sustain; and upon termination of this permit, the Lessee will vacate said Leased Land and remove there from.

23.20. The Lessee shall remove all Lessee's personal property from said Leased Land on or before the termination date of this permit. If the Lessee shall fail to remove such personal property on or before the termination date of this Ground Lease, the same shall, at the option of the City, become a part of the realty and the property of the City of Seattle; or the City may, at its election, remove the same without liability to the Lessee for loss, injury or damage thereto, and the cost of such removal and restoration of said Leased Land to their former condition shall be paid by the Lessee to the City Light upon demand.

23.21. No alterations or additions are to be made to any existing buildings on the above described property until the plans for such alterations or additions have been approved in writing by the Superintendent of City Light or his representatives.

23.22. The Lessee shall be responsible for maintenance three feet beyond permit area. Lessee shall not place debris on the right-of-way outside the permit area. If debris is placed outside the permit area, the City of Seattle reserves the right to remove the debris. The cost of the cleanup shall be paid by the Lessee.

23.23. The Lessee agree that use of the permit area must be consistent with applicable zoning laws and regulations; where the proposed use is not consistent with said laws, said use is conditioned upon the Lessee obtaining conditional zoning, or if use is an existing non-conforming use and the local jurisdiction enforces the current zoning, this permit will be cancelled, within the time frame established by the local jurisdiction.

Exhibit A



23.24. Where fencing is installed, the Lessee shall furnish and install gates for access to the area herein described. Said gates shall be provided with double locks, either of which may be used to open each gate, and the gates shall be constructed to City of Seattle, City Light Department specifications. Where metal fencing is installed, the fencing shall be grounded in a manner approved by the City of Seattle, City Light Department.

23.25. The type of construction, materials and equipment used, manner of erection or construction, manner of maintenance of utility facilities shall be in accordance with the National Electric Safety Code and shall comply with state law governing overhead/underground line construction.

23.26. The placement of underground utility lines within the right-of-way must be indicated above ground in a manner approved by the Superintendent of City Light.

23.27. The Lessee understand that scientific studies concerning potential health effects of power frequency electric and magnetic fields (EMF) have been and are being conducted. By signing this permit, the Lessee acknowledge and assume responsibility for all potential risks, claims and costs that may be related to exposure to EMF, and/or radio frequency radiation, connected to Lessee's use, presence, and activities on the City's right-of-way. The indemnity and hold harmless provisions of this agreement apply to all claims, actions or damages related to EMF, and/or radio frequency radiation, in the same manner and to the same extent as they apply to all claims, actions or damages of every other kind and description. The Lessee also acknowledge receipt of the informational booklet, "Questions and Answers About Electric and Magnetic Fields Associated with the Use of Electric Power," by the National Institute of Environmental Sciences and U.S. Department of Energy, January 1995.

23.28. Lessee covenants and agrees that it will not use, store, dump, bury or transfer any hazardous substances, inoperable vehicles, chemicals, oils, fuels, or containers for said substances, chemicals, oils, fuels, etc., on the Leased Land; and further agree to observe all environmental laws of the State of Washington, City of Seattle, or any other governmental subdivision having regulatory authority over such activities on the Leased Land.

23.29. Lessee agrees to observe all Environmental Laws, as well as all other laws pertaining to storage of oils, solvents and other potentially hazardous substances, including the small quantity provisions of RCRA, and obtain all permits and clearances required by all agencies. The Lessee further agrees the Leased Land will not be used for salvage activities or accumulation of scrap materials without prior notification and approval by City Light. The Lessee must submit to the Real Estate Services Unit of Seattle City Light a plan for the collection, storage and disposal of waste oils, solvents and other chemicals which may be used on the site. The Environmental Affairs Division of City Light will review the plan for compliance with appropriate laws.

23.30. The City reserves the right to require the Lessee to place signs or other warning devices of hazards as any governmental agency or the Superintendent determines such hazards to exist.

Exhibit A



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that on this ____ day of , 200_, I know or have satisfactory evidence that JORGE CARRASCO signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as Superintendent of the City Light Department of the City of Seattle to be free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

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

Name (printed or typed)

My appointment expires _____

Exhibit A



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
City Light	Grace Hartley/684-3687	Thomas Dunlap/386-9120

Legislation Title: **ORDINANCE** _____

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 five-year lease for these surplus rights with GCW Shoreline, LLC over a portion of City Light fee owned Transmission Right-of-Way filed as P.M. # 260407-1-446.

- **Summary of the Legislation:** This legislation authorizes the Superintendent of City Light to execute a five-year lease to GCW Shoreline, LLC for a portion of City Light right-of-way located in the City of Shoreline not currently needed by the Utility.
- **Background:** *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):* GCW Shoreline, LLC, d.b.a. WG@Shoreline, LLC was issued a temporary permit to construct a parking lot and related improvements including, driveways, asphalt surfacing, landscaping, curbs and sidewalks, sewer lines, lighting and a sign appurtenant to its business on our fee owned right of way. It has requested a five-year lease with a five year option in order to ensure stability of the lessee's parking needs.
- *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.)*

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



Appropriations: This table should reflect appropriations that are a direct result of this legislation. In the event that the project/ programs associated with this ordinance have appropriations that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below.

Fund Name and Number	Department	Budget Control Level*	2006 Appropriation	2007 Anticipated Appropriation
TOTAL				

*See budget book to obtain the appropriate Budget Control Level for your department.

Notes:

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	2007 * Revenue
Light Fund (41000)	City Light	Lease	\$17,856*
TOTAL			\$17,856

*Assuming a start date of March 1, 2005

Notes: Passage of this legislation will yield an annual income stream of \$17,856, plus 3% annual increases. This is generated from land that otherwise would yield no income, but would require maintenance from the operating budget. The leasehold tax in the amount of \$191.05 monthly is not included in the above totals.



Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE

Impact: This table should only reflect the actual number of positions created by this legislation. In the event that positions have been, or will be, created as a result of previous or future legislation or budget actions, please provide details in the Notes section below the table.

Position Title and Department*	Fund Name	Fund Number	Part-Time/Full Time	2005 Positions	2005 FTE	2006 Positions**	2006 FTE**
TOTAL							

* List each position separately

** 2006 positions and FTE are total 2006 position changes resulting from this legislation, not incremental changes. Therefore, under 2006, please be sure to include any continuing positions from 2005

Notes:

- **Do positions sunset in the future?** (If yes, identify sunset date):

Spending/Cash Flow: This table should be completed only in those cases where part or all of the funds authorized by this legislation will be spent in a different year than when they were appropriated (e.g., as in the case of certain grants and capital projects). Details surrounding spending that will occur in future years should be provided in the Notes section below the table.

Fund Name and Number	Department	Budget Control Level*	2005 Expenditures	2006 Anticipated Expenditures
TOTAL				

* See budget book to obtain the appropriate Budget Control Level for your department.

Notes:

- **What is the financial cost of not implementing the legislation?** (Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented.)

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?** *(Include any potential alternatives to the proposed legislation, such as reducing fee-supported activities, identifying outside funding sources for fee-supported activities, etc.)*

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:** *(If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future.)*

Yes. The public hearing will likely take place at a regularly scheduled Energy and Environmental Policy Committee meeting.

- **Other Issues** *(including long-term implications of the legislation):*

Please list attachments to the fiscal note below:

STATE OF WASHINGTON – KING COUNTY

--SS.

210359
CITY OF SEATTLE, CLERKS OFFICE

No.

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:TITLE ONLY ORD 122379

was published on

04/24/07

The amount of the fee charged for the foregoing publication is the sum of \$ 55.80, which amount has been paid in full.



Samela Oglesky

Subscribed and sworn to before me on

04/24/07

Joseph H. [Signature]

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on April 18, 2007, and published here by title only, will be mailed, at no cost, on request for two months after this publication. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 122379

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 five-year lease for these surplus rights with GCW Shoreline, LLC over a portion of City Light fee owned Transmission Right-of-Way filed as P.M. # 260407-1-446.

ORDINANCE NO. 122380

AN ORDINANCE relating to Seattle Department of Transportation; authorizing the Director of Transportation to enter into a settlement

agreement; authorizing the transfer of real property and property interests by quit claim deed and easement; and declaring such property disposition exempt from policies and procedures governing disposal of City real property.

ORDINANCE NO. 122381

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Date of publication in the Seattle Daily Journal of Commerce, April 24, 2007.

4/24(210359)