

Ordinance No. 122693

Council Bill No. 116202

AN ORDINANCE relating to Seattle Public Utilities; authorizing relinquishment of the five-foot easement recorded under King County Auditor File No. 313588 and authorizing acceptance of a 16-foot utility easement on the property known as 1918 10th Avenue West, Seattle, Washington.

CF No. \_\_\_\_\_

Date Introduced: <u>5.5.08</u>		
Date 1st Referred:	To: Environment, Emergency Mgmt & Utilities (EEMU)	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage: <u>5/19/08</u>	Full Council Vote: <u>5-0</u>	
Date Presented to Mayor: <u>5/19/08</u>	Date Approved: <u>5.27.08</u>	
Date Returned to City Clerk: <u>5.28.08</u>	Date Published: <u>2</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:	

The City of Seattle - Legislative Department Richard Conlin  
Council Bill/Ordinance sponsored by: \_\_\_\_\_  
Councilmember

**Committee Action:**

5/13/08 - 2-0 yes, Conlin, McIver passed  
May 19, 2008 Full Council PASSED 5-0 (Excused: Burgess, DRAGO, Harrell, Rasmussen)

This file is complete and ready for presentation to Full Council. Committee: RC 5/13/08  
(initial/date)

*Law Department*

Law Dept. Review      OMP Review      City Clerk Review      Electronic Copy Loaded      Indexed



# City of Seattle

Gregory J. Nickels, Mayor

## Office of the Mayor

April 15, 2008

Honorable Richard Conlin  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

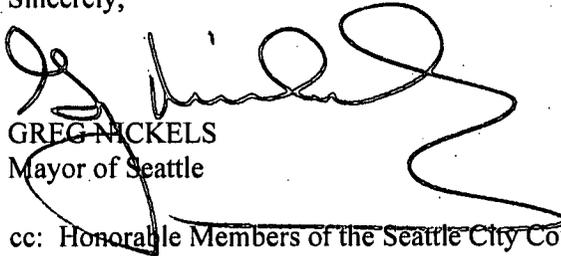
Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill that allows Seattle Public Utilities to relinquish an easement for a sanitary sewer pipe on private property on Queen Anne Hill in exchange for a wider easement. The wider easement would provide SPU additional flexibility in relocating its pipeline should that be required in the future.

The sanitary sewer pipe was installed across vacant private property in 1904 within a five-foot wide easement. In 1907 a house was built over the pipeline. The current owner applied last year for a permit to construct a second house over the pipe. As a condition of the permit, SPU is requiring the property owner install a casing around the sewer line and grant a 16-foot wide easement away from the existing house where the pipe could be relocated, if necessary.

This property transaction has no negative financial implications for SPU and could prevent future liability in the event of a pipe failure or relocation. Thank you for your consideration of this legislation. Should you have questions, please contact Audrey Hansen in Seattle Public Utilities at 684-5877.

Sincerely,



GREG NICKELS  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

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

Tel: (206) 684-4000, TDD: (206) 615-0476 Fax: (206) 684-5360, Email: [mayors.office@seattle.gov](mailto:mayors.office@seattle.gov)

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ORDINANCE 122693

AN ORDINANCE relating to Seattle Public Utilities; authorizing relinquishment of the five-foot easement recorded under King County Auditor File No. 313588 and authorizing acceptance of a 16-foot utility easement on the property known as 1918 10th Avenue West, Seattle, Washington.

WHEREAS, the City of Seattle, acting through and by Seattle Public Utilities, operates certain sewer facilities within an easement on the property legally described in Attachment 1; and

WHEREAS, the owner of said property wishes to build a residential structure in the existing easement area; and

WHEREAS, in exchange for the City's relinquishment of the existing easement in order to allow for the construction of the residential structure, the owner of said property agrees to grant the City a wider, 16-foot easement that provides access to the sewer facilities as well as future pipe relocation flexibility; and

WHEREAS, Seattle Public Utilities has determined the interests its ratepayers are served by this agreement; NOW, THEREFORE,

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

Section 1. The Director of Seattle Public Utilities, or his designee, is authorized to execute on behalf of The City of Seattle a Relinquishment and Acceptance of Easements as shown in Attachment 1.



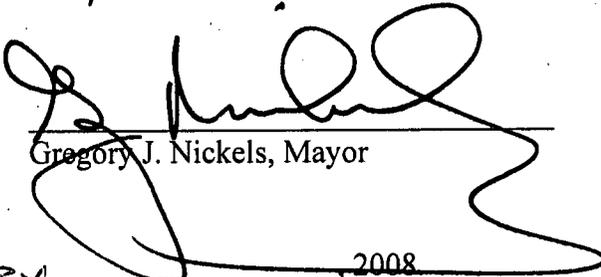
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Section 2. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 19<sup>th</sup> day of MAY, 2008, and signed by me in open session in authentication of its passage this 19<sup>th</sup> day of MAY, 2008.

  
\_\_\_\_\_  
President \_\_\_\_\_ of the City Council

Approved by me this 27<sup>th</sup> day of May, 2008.

  
\_\_\_\_\_  
Gregory J. Nickels, Mayor

Filed by me this 28 day of May, 2008

  
\_\_\_\_\_  
City Clerk

(Seal)

Attachment 1 – Easement Agreement and Relinquishment of Easement



Recording Requested By And  
When Recorded Mail To:

City of Seattle SPU/Real Prop - DWU  
Box 34018  
700 - Fifth Avenue Suite 4900  
Seattle, WA 98124-4018

**EASEMENT AGREEMENT  
AND  
RELINQUISHMENT OF EASEMENT**

Reference #s of Documents Released or Assigned:... **King County Auditor File number  
313588**

Grantor: ..... Colleen R. Maschmedt

Grantee: ..... The City of Seattle

Legal Description (abbreviated): ..... Portions of Lots 14 and 15 Block 7, Queen Anne  
2<sup>nd</sup> Add., Vol., 3 of Plats, pg 94 RKCW.

Assessor's Tax Parcel ID#: ..... portion of 701120-1260-01

Easement  
RW 2007-018  
1918 10<sup>th</sup> Ave. W.

This Easement Agreement and Relinquishment of Easement (the "Easement Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Colleen R. Maschmedt**, a single person ("Grantor"), and **The City of Seattle**, a municipal corporation of the State of Washington, acting by and through Seattle Public Utilities (the "City" or "Grantee").

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), mutual and offsetting benefits, and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Grantor hereby conveys and warrants to the City an easement for a public sanitary sewer with necessary appurtenances (collectively, the "Sewer Facility") over, under, through, across and upon the following described property in the City of Seattle, King County, Washington:

A strip of land 16 feet wide over, under, across and upon the south 5 feet of lot 14, and the north 11 feet of lot 15, Block 7, Queen Anne Second Addition to the City of Seattle, Volume 3, Page 94, Records of King County, Washington.

Containing 1,919 square feet or 0.045 acres, more or less.

(the "Easement Area")





My appointment expires \_\_\_\_\_.

((SEAL))

STATE OF \_\_\_\_\_ )

)ss.

COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that **Chuck Clarke** signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the **Director of Seattle Public Utilities of The City of Seattle**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NAME (Print) \_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
\_\_\_\_\_  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_.

((SEAL))



**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>DOF Analyst/Phone:</b>
Seattle Public Utilities	Audrey Hansen/684-5877	John McCoy/615-0768

**Legislation Title:** AN ORDINANCE relating to Seattle Public Utilities; authorizing relinquishment of the five-foot easement recorded under King County Auditor File No. 313588 and authorizing acceptance of a 16-foot utility easement on the property known as 1918 10th Avenue West, Seattle, Washington.

**Summary of the Legislation:**

This proposed ordinance would authorize SPU to relinquish a five-foot wide easement containing a sanitary sewer main in exchange for a 16-foot easement that would include the existing five-foot easement plus an additional 11 feet.

**Background:** *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):*

A property owner in the Queen Anne neighborhood would like to build a second house over SPU's sewer pipe. The pipe was installed in 1904 in an easement and a house was built over the pipe three years later. In addition to requiring the expanded easement, SPU has attached to the building permit a condition that the existing sewer line be encased in another pipe to insure it will not undermine the stability of the proposed second house if the pipe were to leak. The property owner has agreed to these requirements. The wider easement would allow SPU to relocate its pipe alongside the original house should it want to do so in the future.

- *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.)*

Note: The property owner has agreed to reimburse SPU for its costs in obtaining this easement and has deposited \$1,000 with SPU. The property owner will make a final payment to cover the balance if SPU's costs turn out to be more than \$1,000.



Recording Requested By And  
When Recorded Mail To:

City of Seattle SPU/Real Prop - DWU  
PO Box 34018  
700 - 5<sup>th</sup> Avenue, Suite 4900  
Seattle, WA 98124-4018



**20080311001641**

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KING COUNTY, WA

**CONSENT AGREEMENT**

FILED  
CITY OF SEATTLE  
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Reference #s of Documents Released or Assigned:.....none  
Grantor: .....Colleen R. Maschmedt

Grantee: .....The City of Seattle

Legal Description (abbreviated): .....Portions of Lots 14 and 15 Block 7, Queen Anne  
2<sup>nd</sup> Add., Vol., 3 of Plats, pg 94 RKCW.

Assessor's Tax Parcel ID#: .....portions of 701120-1260-01

RW 2007-018  
1918 10<sup>th</sup> Ave. W.

This Consent Agreement, is entered into by and between **The City of Seattle**, a municipal corporation of the State of Washington (the "City"), acting by and through Seattle Public Utilities ("SPU") and **Colleen Maschmedt**, a single person, ("Owner").

WHEREAS, the City acquired an easement from the Owner for a public sanitary sewer with necessary appurtenances on property located in the vicinity of 1918 10<sup>th</sup> Avenue West, Seattle, which easement is recorded with the King County Recording Office under Recording Number 20080311001640 (the "Easement") and is legally described in **Exhibit A** attached hereto (the "Easement Area"), which by its reference is incorporated herein; and

WHEREAS, the Owner desires to construct a new residential structure (the "Private Improvement"), a portion of which is in the Easement Area and over the public sanitary sewer, as shown per the plan drawings approved for the City of Seattle Department of Planning and Development ("DPD") Building Permit Application No. 6134327 (the "Plans"); and

WHEREAS, the City may approve an agreement to build a structure over a public sanitary sewer in certain limited circumstances where the City determines that the public interest and the City's rights and facilities can be adequately protected and the Owner meets certain conditions, including, but not limited to, upgrading the public sewer facilities that will be under any structure.

NOW, THEREFORE, BE IT AGREED THAT:

Subject to the terms and conditions herein stated, the City gives formal consent to the Owner to

construct the Private Improvement within portions of the Easement Area.

1. The City's consent for the Owner to construct the Private Improvement within the Easement Area does not constitute approval of the design and construction thereof, which will be in accordance with all applicable laws, regulations and permit requirements.
2. The Owner shall acquire a permit ("Work Permit") from DPD for the installation of approximately forty lineal feet (40') of new ten inch (10") Class 50 (minimum) ductile iron pipe ("DIP") within a thirty-three lineal-foot (33'), twenty-four inch (24") minimum diameter DIP casing, and necessary appurtenances (collectively, the "Sewer Facility") as shown per the Plans approved for DPD Building Permit Application No. 6134327, which will replace portions of the existing ten inch (10") sanitary sewer facility. Owner shall also acquire any other applicable permits required for the construction of the Sewer Facility.
3. The Owner shall (i) use a currently-registered Side Sewer Contractor per Seattle Municipal Code ("SMC") 21.16.060 ("RSSC") to construct the Sewer Facility within the Easement Area under the Work Permit and (ii) transfer full title and ownership of the Sewer Facility to the City upon the City's written final acceptance of the Sewer Facility via a Transfer of Ownership Declaration, the form of which is attached hereto as **Exhibit B** and by this reference incorporated herein.
4. A sewer flow bypassing plan shall be submitted to DPD for approval prior to any Sewer Facility construction work.
5. The Owner shall be fully and solely responsible for maintaining sewer flows during the period of time the Work Permit is in effect.
6. All construction and installation of the Sewer Facility shall be done in accordance with the applicable City of Seattle Standard Plans and Standard Specifications for Road, Bridge, and Municipal Construction, 2005 Addition and any applicable local, state or federal laws or regulations.
7. The Owner will submit as-built construction plans prepared by a licensed surveyor in a form acceptable to and including information required by DPD and SPU upon completion of the Sewer Facility.
8. The Owner will require its RSSC to warrant the Sewer Facility construction work for a period of one-year from the date of the City's written final acceptance and require that the City be named a third party beneficiary for such warranty obligations in the contract between the Owner and the RSSC. If the City discovers defective or unauthorized work during the one-year warranty period, the City will provide written notice to the RSSC, with a copy to the Owner, and the RSSC shall promptly correct, repair or replace such work at no additional cost to the City. If the RSSC does not promptly undertake and complete the warranty repair work, or if an emergency exists, the City reserves the right to reasonably correct, repair or replace the defective or unauthorized work at Owner's sole expense.

9. The Owner shall be liable to the City for any damage to the Sewer Facility or other City property or utility facilities attributable to the construction or existence of the Private Improvement within the Easement Area, including any detrimental movement of the Sewer Facility.
10. Construction within the Easement Area shall be limited to the Private Improvement and Sewer Facility as authorized under the Plans approved for DPD Building Permit Application No. 6134327. No other structural alterations, additions or replacement structures shall be undertaken within the Easement Area without applicable permits and the express prior written consent of the Director, of SPU.
11. Pursuant to the Easement, the City shall continue to have the right, power, privilege and authority to enter upon the property at any time to do such work as may be necessary for the construction, reconstruction, alteration, operation, maintenance and repair of the Sewer Facility, even if in so doing it shall become reasonably necessary to damage or remove all or any portion of the Owner's Private Improvement which lies within the Easement Area.
12. In the event it becomes necessary for the City to damage or remove all or any portion of the Private Improvement lying within the Easement Area for any of the purposes in Section 11 above, it shall be at the Owner's expense. If the Owner chooses to restore the Private Improvement, it will be at its sole expense.
13. The Owner shall promptly reimburse the City for any and all necessary and reasonable costs connected with the reconstruction, alteration, operation, maintenance and repair of the Sewer Facility, which are over and above those costs which would have been incurred if the Private Improvement had not been constructed within the Easement Area, except for costs and damages resulting from the City's sole negligence.
14. The Owner, for and on behalf of themselves, their successors, assigns, lessees, sub-lessees, tenants and sub-tenants, hereby covenant and agree to defend and forever hold and save The City of Seattle, its officials, employees and agents, free and harmless from any and all claims, actions or damages of every kind and description which may accrue to, or be suffered by, any person by reason of the construction, repair, removal, use or occupancy of the Private Improvement, to the extent provided by RCW 4.24.115.
15. It is agreed by the Owner that it will require its contractor for the construction of the Private Improvement to indemnify the City in the same manner as Section 14 above, name The City of Seattle as an additional insured on the contractor's policies of general liability insurance provided for this project, and furnish to the City evidence of such coverage prior to the commencement of construction.
16. It is further agreed by the Owner that it bears full and complete responsibility for ascertaining and complying with all local, state and federal statutes, ordinances and regulations applicable to the contemplated construction of the Private Improvement, including, but not limited to every environmental requirement related thereto.

17. The Owner has deposited \$1,000 with the City, Receipt Number 040382, to pay for the administrative costs necessary to process this agreement. Upon request, after completion of the Owners' construction, the Owner will receive a refund of any remaining balance of said deposit. If more than \$1,000 has been spent for administrative costs, the Owner will be billed for any overage and hereby agrees to pay same.

This Consent Agreement shall be a covenant running with the land and shall be binding on the parties, their successors and assigns forever.

COLLEEN R. MASCHMEDT

CITY OF SEATTLE,  
Seattle Public Utilities

  
(Owner)

1-7-08  
Date

  
Chuck Clarke, Director  
BY: Audrey Hansen, Manager  
Real Property Services

3-11-18  
Date

STATE OF Washington  
COUNTY OF King County ) ss.

I certify that I know or have satisfactory evidence that Colleen R. Maschmedt is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it as to be her free and voluntary act for the uses and purposes mention in this instrument



((SEAL))

  
NAME (Print) \_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
residing at Seattle  
My appointment expires 12/22/2010

STATE OF Wash)  
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that **Audrey Hansen** signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as **Manager of Real Property Services of Seattle Public Utilities of The City of Seattle**, a municipal corporation of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

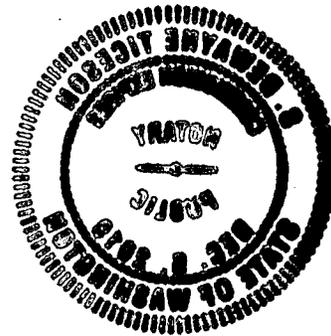
Dated: March 11, 2008



S. Dwayne Ticeon  
NAME (Print) S. Dwayne Ticeon  
NOTARY PUBLIC, in and for the State of  
Washington  
residing at Seattle  
My appointment expires 12 5 2010

Exhibits:

- Exhibit A: Legal Description of Easement Area
- Exhibit B: Transfer of Ownership Declaration



## **Exhibit A**

A strip of land 16 feet wide over, under, across and upon the south 5 feet of lot 14, and the north 11 feet of lot 15, Block 7, Queen Anne Second Addition to the City of Seattle, Volume 3, Page 94, Records of King County, Washington.

Containing 1,919 square feet or 0.045 acres, more or less.

## TRANSFER OF OWNERSHIP DECLARATION

R/W 2007-018

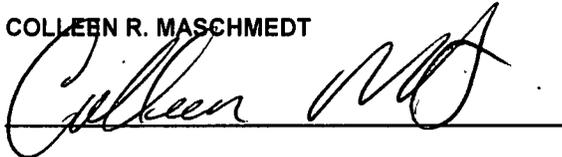
**COLLEEN R. MASCHMEDT** the undersigned, sell, transfer, and sets over to the City of Seattle the following described property:

All that certain ten-inch (10") diameter Class 50 (minimum) ductile iron sanitary sewer pipe (approximately forth-feet in length), together with all appurtenances belonging thereto, constructed in accordance with the plans for the City of Seattle Department of Planning and Development ("DPD") Building Permit Application No. 6134327 within the real property described as follows:

A strip of land 16 feet wide over, under, across and upon the south 5 feet of lot 14, and the north 11 feet of lot 15, Block 7, Queen Anne Second Addition to the City of Seattle, Volume 3, Page 94, Records of King County, Washington.

I warrant that (a) I, the undersigned, am the legal owner of the sanitary sewer pipe, and appurtenances belonging thereto to be transferred hereunder, (b) I have the full right and authority to sell and transfer the same and (c) there are no liens or encumbrances on or to the above-described sanitary sewer pipe and its appurtenances.

COLLEEN R. MASCHMEDT



1-7-08  
Date

STATE OF

Washington

COUNTY OF

King County )ss.

I certify that I know or have satisfactory evidence that **Colleen R. Maschmedt** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it as to be her free and voluntary act for the uses and purposes mention in this instrument

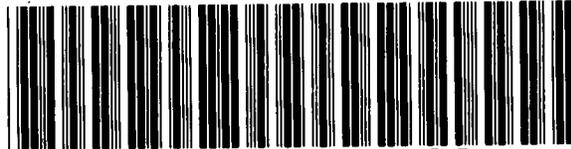


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Nancy Thi Tran  
NAME (Print)  
NOTARY PUBLIC in and for the State of  
Washington  
residing at Seattle  
My appointment expires 12/22/10



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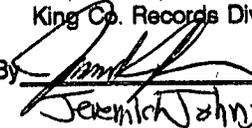
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PAGE001 OF 003  
03/11/2008 14:49  
KING COUNTY, WA

Recording Requested By And  
When Recorded Mail To:

City of Seattle SPU/Real Prop - DWU  
Box 34018  
700 - Fifth Avenue Suite 4900  
Seattle, WA 98124-4018

EXCISE TAX NOT REQUIRED

King Co. Records Division

By  Deputy

**EASEMENT AGREEMENT  
AND  
RELINQUISHMENT OF EASEMENT**

Reference #s of Documents Released or Assigned:... King County Auditor File number  
313588

Grantor: ..... Colleen R. Maschmedt

Grantee: ..... The City of Seattle

Legal Description (abbreviated): ..... Portions of Lots 14 and 15 Block 7, Queen Anne  
2<sup>nd</sup> Add., Vol., 3 of Plats, pg 94 RKCW.

Assessor's Tax Parcel ID#: ..... portion of 701120-1260-01

Easement  
RW 2007-018  
1918 10<sup>th</sup> Ave. W.

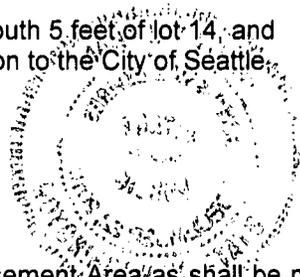
This Easement Agreement and Relinquishment of Easement (the "Easement Agreement") is made this  
7 day of January, 2008, by and between **Colleen R. Maschmedt**, a single person  
("Grantor"), and **The City of Seattle**, a municipal corporation of the State of Washington, acting by and  
through Seattle Public Utilities (the "City" or "Grantee").

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), mutual and offsetting  
benefits, and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged,  
Grantor hereby conveys and warrants to the City an easement for a public sanitary sewer with necessary  
appurtenances (collectively, the "Sewer Facility") over, under, through, across and upon the following  
described property in the City of Seattle, King County, Washington:

A strip of land 16 feet wide over, under, across and upon the south 5 feet of lot 14, and  
the north 11 feet of lot 15, Block 7, Queen Anne Second Addition to the City of Seattle,  
Volume 3, Page 94, Records of King County, Washington.

Containing 1,919 square feet or 0.045 acres, more or less.

(the "Easement Area")



The easement herein granted shall only include such rights in the Easement Area as shall be necessary  
for the construction, reconstruction, inspection, alteration, operation, improvement, maintenance, repair  
and replacement of, and additions to the Sewer Facility, and access thereto (the "Purposes").

The City shall have the right without prior institution of any suit or proceeding at law, at such time as may be necessary, to enter upon said Easement Area for the Purposes herein described, without incurring any legal obligation or liability therefore.

No buildings or other permanent structures, trees, or obstructions of any kind shall be shall be constructed, planted or permitted to remain within the boundaries of the Easement Area without the prior written permission of the Director of Seattle Public Utilities, or any such officer or board who may hereafter succeed to the jurisdiction and powers in respect to the Sewer Facility now possessed by the Director of Seattle Public Utilities; except that the Grantors may construct and maintain within the Easement Area the private improvements shown on City of Seattle Department of Planning and Development ("DPD") plan drawings approved for DPD Building Permit Application No. 6134327, subject to those certain conditions herein and in the Consent Agreement to be entered into between the Grantor and Grantee and recorded.

The covenants herein contained shall run with the land and shall be binding on the parties, their successors and assigns forever. Grantor, their heirs, successors and assigns, shall have the right to use the Easement Area in any way and for any legal purpose not inconsistent with the rights herein granted to the City or the covenants and obligations contained herein or in the Consent Agreement.

Upon the recording of this Easement Agreement and its subsequent acceptance by ordinance of the City, all right, title and interest of the City in that certain easement recorded in records of King County, Washington under Auditor File Number 313588 pertaining to and affecting the herein described Easement Area is hereby relinquished.

GRANTOR

Colleen R. Maschmedt  
Colleen R. Maschmedt

1-7-08  
Date

THE CITY OF SEATTLE

Chuck Clarke  
Chuck Clarke, Director  
Seattle Public Utilities

3/11/08  
Date

STATE OF

Washington

COUNTY OF

King County )ss.

I certify that I know or have satisfactory evidence that Colleen R. Maschmedt is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it as to be her free and voluntary act for the uses and purposes mention in this instrument



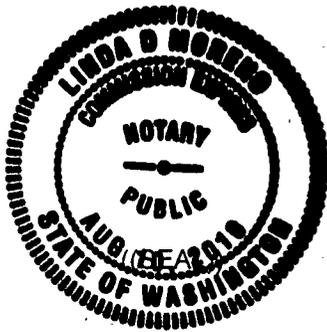
((SEAL))

Nancy Thi Tran  
NAME (Print)  
NOTARY PUBLIC in and for the State of  
Washington  
residing at Seattle  
My appointment expires 12/22/2010

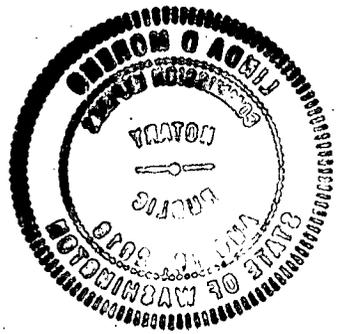
STATE OF Washington  
COUNTY OF King )ss.

I certify that I know or have satisfactory evidence that **Chuck Clarke** signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the **Director** of **Seattle Public Utilities** of **The City of Seattle**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/11/08



Linda D. Moreno  
NAME (Print) Linda D. Moreno  
NOTARY PUBLIC in and for the State of  
Washington  
residing at Kent, WA  
My appointment expires August 10, 2010



15897

122693

FILED  
CITY OF SEATTLE  
08 JUL 18 PM 1:04  
CITY CLERK

STATE OF WASHINGTON – KING COUNTY

--SS.

225071  
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 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

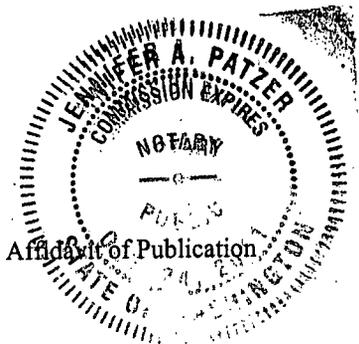
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:122691-122694 TITLE

was published on

06/03/08

The amount of the fee charged for the foregoing publication is the sum of \$ 63.23, which amount has been paid in full.



*[Signature]*  
Subscribed and sworn to before me on  
06/03/08 *[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 ordinance, as passed by the City Council on May 19, 2008, 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. 122694

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

#### ORDINANCE NO. 122695

AN ORDINANCE relating to Seattle Public Utilities; authorizing relinquishment of the five-foot easement recorded under King County Auditor File No. 313588 and authorizing acceptance of a 16-foot utility easement on the property known as 1918 10th Avenue West, Seattle, Washington.

#### ORDINANCE NO. 122692

AN ORDINANCE relating to the Seattle Center Department; authorizing execution of a lease with the Seattle International Film Festival Group for space in the Northwest Rooms at Seattle Center.

#### ORDINANCE NO. 122691

AN ORDINANCE relating to Seattle Public Utilities; authorizing acceptance from the University of Washington of a 10-foot-wide easement located near the intersection of Brooklyn Ave. N.E. and N.E. Boat Street, Seattle in the S.E. 1/4 of Section Southwest 17, Township 25 North and Range 4 East, W.M. Seattle, King County, Washington, to construct, install, and operate a generator for stormwater and wastewater collection and other purposes.

Publication ordered by JUDITH PIPIN, City Clerk

Date of publication in the Seattle Daily Journal of Commerce, June 3, 2008.  
6/3(225071)

