

Ordinance No. 123339

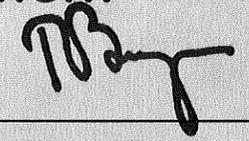
Council Bill No. 110874

AN ORDINANCE related to the City of Seattle's Fleets and Facilities Department; authorizing the Mayor or his designee to grant to John Parmenter Welty and Liana Marika Welty, husband and wife, a non-exclusive easement over, through, across, and upon a portion of the property known as Fire Station 28 located at 5968 Rainier Avenue South, Seattle, Washington, and to accept the relinquishment of the existing non-exclusive easement over said property.

Related Legislation File: _____

Date Introduced and Referred: <u>June 1, 2010</u>	To: (committee): <u>Public Safety and Education</u>
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: <u>7.6.10</u>	Date Presented to Mayor: <u>7.7.10</u>
Date Signed by Mayor: <u>7.9.10</u>	Date Returned to City Clerk: <u>7.9.10</u>
Published by Title Only <input checked="" type="checkbox"/>	Date Vetoed by Mayor:
Published in Full Text _____	
Date Veto Published:	Date Passed Over Veto:
Date Veto Sustained:	Date Returned Without Signature:

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: 

Committee Action:

Date	Recommendation	Vote
<u>6/30/10</u>	<u>MSP to Approve</u>	<u>3-0-0</u> <u>TB, SB, SC</u>

This file is complete and ready for presentation to Full Council. _____

Full Council Action:

Date	Decision	Vote
<u>7.6.10</u>	<u>Passed</u>	<u>9-0</u>

Law Department

ORDINANCE 123339

AN ORDINANCE related to the City of Seattle's Fleets and Facilities Department; authorizing the Mayor or his designee to grant to John Parmenter Welty and Liana Marika Welty, husband and wife, a non-exclusive easement over, through, across, and upon a portion of the property known as Fire Station 28 located at 5968 Rainier Avenue South, Seattle, Washington, and to accept the relinquishment of the existing non-exclusive easement over said property.

WHEREAS, the City of Seattle ("City") owns the parcel of land commonly known as the Fire Station 28 Property; identified by King County Assessor's parcel number 811310-1080; and

WHEREAS, John Parmenter Welty and Liana Marika Welty own a parcel of land located at 5970 Rainier Ave South, identified by King County Assessor's parcel number 811310-1010 ("Welty Property"); and

WHEREAS, Ordinance 75082, passed on June 19, 1946, authorized the granting of a non-exclusive easement over, through, across, and upon a portion of the Fire Station 28 Property to construct and maintain a roadway over the southerly 16 feet of the Fire Station 28 Property to provide ingress and egress to the Welty Property; and

WHEREAS, no roadway to provide ingress and egress to the Welty Property was ever constructed in the location of the described easement; and

WHEREAS, ingress and egress to the Welty Property has been over the City's Fire Station 28 property located to the north of the granted easement; and

WHEREAS, the City now desires to use the property located within the granted easement for the purpose of the reconstruction of Fire Station 28; and

WHEREAS, the City proposes to grant an alternate easement for ingress and egress to the Welty Property; and

WHEREAS, the Seattle Fire Department and the Fleets and Facilities Department; have determined that the alternate easement will not interfere with the use or maintenance of the property; and



1 WHEREAS, the City desires to obtain a release of that easement authorized and granted by
2 Ordinance 75082, and to grant an alternate easement to John Parmenter Welty and Liana
3 Marika Welty; NOW THEREFORE,

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

5 Section 1. The Mayor or his designee is authorized to execute and deliver to John
6 Parmenter Welty and Liana Marika Welty, husband and wife, a non-exclusive easement
7 substantially in the form of Attachment "1" hereto, for the ingress and egress, over, through,
8 across, and upon a portion of the property known as the Fire Station 28 Property, legally
9 described in Attachment "1".

10 Section 2. As a condition to the authorization in Section 1 of this Ordinance, the Mayor
11 or his designee is further authorized to accept and record on behalf of the City the relinquishment
12 of the current non-exclusive easement affecting the real property as described in Attachment "2".

13 Section 3. This ordinance shall take effect and be in force 30 days from and after its
14 approval by the Mayor, but if not approved and returned by the Mayor within ten days after
15 presentation, it shall take effect as provided by Municipal Code Section 1.04.020.
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1 Passed by the City Council the 6th day of July, 2010, and signed by
2 me in open session in authentication of its passage this
3 6th day of July, 2010.



6 President _____ of the City Council

7
8 Approved by me this 9 day of July, 2010.

9
10 
11 Michael McGinn, Mayor

12
13 Filed by me this 9th day of July, 2010.

14
15 
16 _____
17 City Clerk

18 (Seal)

19 Attachment 1: Form of Easement

20 Exhibit A to Attachment 1: Legal Description of Fire Station 28

21 Exhibit B to Attachment 1: Legal Description of Welty Property

22 Exhibit C to Attachment 1: Legal Description of Easement

23 Exhibit D to Attachment 1: Depiction of Easement

24 Exhibit E to Attachment 1: Terms and Conditions

25 Attachment 2: Release of Easement



Daniel Bretzke/LW
FFD, FS28 Easement ORD Attach 1
May 4, 2010
Version #1

Recording Requested by And
When Recorded mail to:

City of Seattle
Attn: Fleets and Facilities
P.O. Box 94689
Seattle, WA 98124-4689

DOCUMENT TITLE: Non-exclusive Ingress and Egress Easement
REFERENCE: Easement recorded 31st July 1946 recording number 3593337
Release of Easement recorded _____ recording number _____
GRANTOR: THE CITY OF SEATTLE, a Washington municipal corporation
GRANTEE: Welty, John Parmenter and Welty, Liana Marika, husband and wife.
SHORT LEGAL: (Grantor) SUNNYSIDE 5-ACRE TRACTS N 1/2 LY E OF RAINIER AVE S & N
50.88 FT OF S 1/2 LY E OF RAINIER AVE S LESS E 64.41 FT;
(Grantee) THE E 64.41 FT OF THE S 1/2 OF SUNNYSIDE 5-ACRE TRACTS
PARCEL NUMBERS: 811310-1080, 811310-1010

NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT

The undersigned, **CITY OF SEATTLE, a Washington municipal corporation**, (“Grantor”), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby grants and conveys to **John Parmenter Welty and Liana Marika Welty, husband and wife** (“Grantee”), and their successors and assigns, a Non-exclusive Ingress and Egress Easement (“Easement”) over, through, across and upon that portion of the Grantor’s real property located at 5968 Rainier Ave South, Seattle Washington, and identified under King County Assessor’s Parcel Number 811310-1080, and legally described as follows:

SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Said Easement shall include only such rights in the land as shall be necessary for ingress and egress access for the benefit of and to serve the Grantee’s real property located at 5970 Rainier Avenue South, Seattle, Washington and identified under King County Assessor’s Parcel Number 811310-1010, and legally described as follows:

SEE EXHIBIT “B” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Except as may be otherwise set forth herein, Grantee’s rights shall be exercised upon that portion of the property described as follows:

SEE EXHIBIT “C” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

As depicted in a drawing as follows:

SEE EXHIBIT “D” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Said Easement is subject to additional terms conditions and authorized uses as described as follows:

SEE EXHIBIT “E” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DATED this _____ day of _____, 2010.

GRANTOR:
The City of Seattle
a Washington municipal corporation

GRANTEE:
John Parmenter Welty and Liana Marika
Welty Husband and Wife

By: _____
Its: Fleets and Facilities Director

By: _____
John Parmenter Welty

By: _____
Liana Marika Welty



STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as Fleets & Facilities Director, of **THE CITY OF SEATTLE**, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be her voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned; and on oath stated that the Fleets & Facilities Director, of the City of Seattle, was authorized to execute the said instrument on behalf of said municipal corporation.

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

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Appointment Expires: _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **John Parmenter Welty and Liana Marika Welty**, to me known to be the persons who signed as husband and wife, and executed the within and foregoing instrument, and acknowledged said instrument to be his and her voluntary act and deed; and on oath stated that he and she were authorized to execute the said instrument on their behalf.

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

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Appointment Expires: _____



EXHIBIT "A"
Legal Description of Fire Station 28

The property located at the address of 5968 Rainier Avenue South, Seattle Washington, and identified under King County Assessor's Parcel Number 811310-1080; is legally described as follows:

North one-half of tract 23 Sunnyside Five Acre Tracts lying easterly of Rainier Ave S, and the North 50.88 feet of the South one-half of tract 23, Sunnyside Five Acre Tracts, lying easterly of Rainier Ave S, Less the West 64.41', all in Volume 2 of Plats Page 120, in records of King County, Washington .

EXHIBIT "B"
Legal Description of Welty Property

Addressed as 5970 Rainier Avenue South, Seattle, Washington and identified under King County Assessor's Parcel number 811310-1010. It is legally described as follows:

The East 64.41 feet of the South one- half of Tract 23, Sunnyside Five -Acre Tracts, according to the plat there of recorded in Volume 2 of Plats Page 120, in records of King County, Washington.

EXHIBIT "C"
Easement Description

A PORTION OF TRACT 23, SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 120, IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 2 HILLMAN CITY DIVISION NO. 5, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10, PAGE 64, IN KING COUNTY, WASHINGTON;

THENCE SOUTH 05°15'28" EAST ALONG THE EASTERLY MARGIN OF RAINIER AVENUE SOUTH, A DISTANCE OF 34.21 FEET TO THE SOUTH LINE OF SAID BLOCK 2 AND THE NORTH LINE OF A CERTAIN STRIP OF LAND DEEDED TO KING COUNTY;

THENCE SOUTH 89°12'20" EAST ALONG SOUTH LINE OF SAID BLOCK 2 AND THE NORTH LINE OF SAID STRIP OF LAND DEEDED TO KING COUNTY, A DISTANCE OF 5.03 FEET TO THE EASTERLY MARGIN OF RAINIER AVENUE SOUTH AND SAID STRIP OF LAND DEEDED TO KING COUNTY;

THENCE SOUTH 05°15'28" EAST ALONG SAID EASTERLY MARGIN, A DISTANCE OF 189.50 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID EASTERLY MARGIN NORTH 84°47'19" EAST, A DISTANCE OF 44.84 FEET;

THENCE NORTH 89°59'57" EAST, A DISTANCE OF 68.92 FEET;

THENCE SOUTH 86°07'27" EAST, A DISTANCE OF 149.12 FEET TO THE EAST LINE OF KING COUNTY PARCEL NO. 8113101080;

THENCE ALONG SAID EAST LINE OF PARCEL NO. 8113101080 SOUTH 01°10'06" WEST; A DISTANCE OF 25.25 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL NO. 8113101080;

THENCE NORTH 44°24'52" WEST, A DISTANCE OF 19.88 FEET;

THENCE NORTH 86°07'27" WEST, A DISTANCE OF 135.07 FEET;

THENCE SOUTH 89°59'57" WEST, A DISTANCE OF 67.94 FEET;

THENCE SOUTH 84°47'19" WEST, A DISTANCE OF 44.30 FEET TO SAID EASTERLY MARGIN;

THENCE ALONG SAID EASTERLY MARGIN NORTH 05°15'28" WEST, A DISTANCE OF 12.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING AN AREA OF 3,240 SQUARE FEET OR 0.0744 ACRES, MORE OR LESS.

SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.



EXHIBIT "D"
 Depiction of Easement

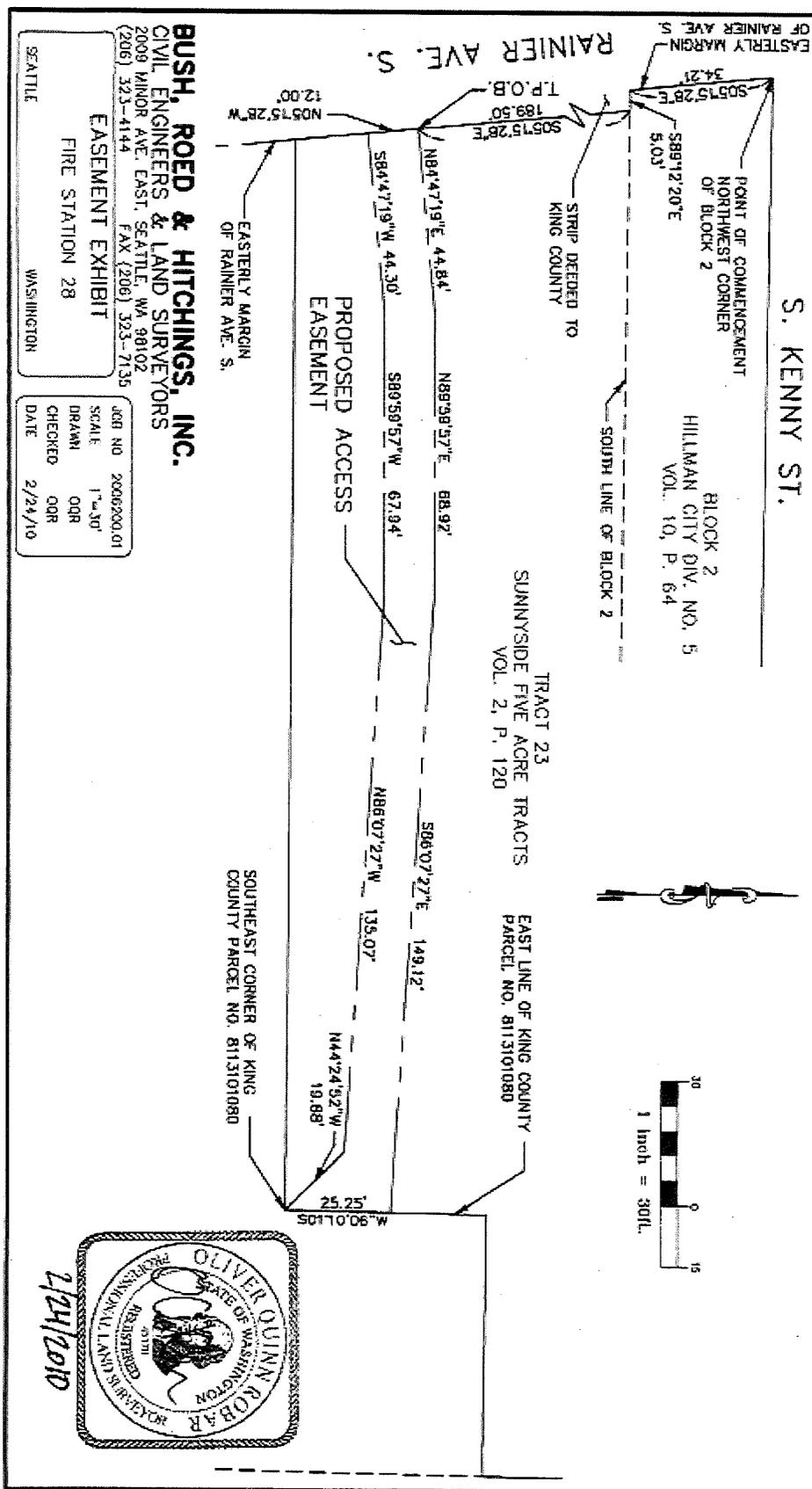


EXHIBIT "E"
Terms and Conditions

AUTHORIZED USE: The Easement Area shall be used only for vehicle and pedestrian ingress and egress and for no other purpose.

RESERVATION OF RIGHT TO RELOCATE EASEMENT: The Grantor hereby reserves to itself, the right to relocate the easement to other property owned by Grantor, provided the same shall be functionally equivalent to the easement granted herein and conform to City Ordinance requirements for ingress to Grantee's property in force at that time.

EASEMENT EXTINGUISHED If at any time hereafter, Grantee shall be offered or obtain the right to establish pedestrian and vehicular access across other property than the Grantor's property described herein, this Easement shall be extinguished, notwithstanding that said access shall originate from other points of access or direction.

ABANDONMENT: This Easement shall terminate and all rights hereunder cease, if the Grantee ceases to use the Easement Area for a period of Seven (7) successive years.

PARKING AND OTHER USES: The Grantee shall not park vehicles of any type or for any duration in the Easement Area or upon any other area of the Grantor's property, nor shall Grantee use the Easement area for any other purpose than ingress and egress as described. The Grantor reserves the right at any time and for any reason and without notice to tow any vehicles parked in the Easement Area at the owner's expense.

INDEMNIFICATION AND INSURANCE: To the fullest extent permitted by law, the Grantee and its successors and assigns ("Grantee") shall indemnify, defend and hold Grantor harmless from any and all claims, liabilities, damages, losses, causes of action, or permit violations, arising out of or resulting from, or alleged to arise out of, or result from, the use and occupancy of this Easement by the Grantee or any of its invitees. The Grantee, at its sole expense, shall at all times maintain premises/operations liability insurance covering the Grantee's Property and insuring the obligations under this Easement. Should the Grantee maintain any form of commercial or business liability insurance, it shall either by designated additional insured endorsement or blanket additional insured policy provision include "The City of Seattle" as an additional insured for primary and non-contributory limits of liability for the total limits of liability maintained by Grantee, whether such limits are primary, excess, contingent or otherwise. Upon notification by the Grantor that a claim has been made or a lawsuit filed against the Grantor arising out of or resulting from, or alleged to have arisen out of, or resulted from, the use and occupancy of this Easement by the Grantee or any of its invitees, Grantee shall provide Grantor with all information and documentation related to its insurance coverage as may be required by Grantor to tender such claim or lawsuit to Grantee's insurer(s) for defense and indemnity; such information and documentation shall include, without limitation, true and complete certified copies of each such relevant insurance policy (ies).

PUBLIC SAFETY: In response to a public safety emergency, the City may, at any time, temporarily close the access granted under this Easement.

MAINTENANCE: The maintenance of the paved driveway in the westerly 180 +/- feet of the Easement is the responsibility of the Grantor. The maintenance of the driveway, as shown in Exhibit B and lying east of the Grantor's concrete dropped curb, which is located in the easterly 70 +/- feet of the Easement Area is the responsibility of the Grantee.

Daniel Bretzke/LW
FFD, FS28 Easement ORD Attach 2
5/4/2010
Version #1

Recording Requested by And
When Recorded mail to:

City of Seattle
Attn: Fleets and Facilities
P.O. Box 94689
Seattle, WA 98124-4689

DOCUMENT TITLE: Release of Easement
REFERENCE: Easement recorded 19th July 1946 recording number 3593337
GRANTOR: John Parmenter Welty and Liana Marika Welty, husband and wife
GRANTEE: The City of Seattle, a Washington municipal corporation
SHORT LEGAL: (Grantee) SUNNYSIDE 5-ACRE TRACTS N 1/2 LY E OF RAINIER AVE S & N
50.88 FT OF S 1/2 LY E OF RAINIER AVE S LESS E 64.41 FT;
(Grantor) THE E 64.41 FT OF THE S 1/2 OF SUNNYSIDE 5-ACRE TRACTS
PARCEL NUMBER: 811310-1080, 811310-1010

QUIT CLAIM DEED
(RELEASE OF EASEMENT)

Whereas, **John Parmenter Welty, and, Liana Marika Welty, husband and wife**, as holders of that certain Easement recorded 19th July 1946, under King County Auditor's File Number 3593337 have received a request to relinquish all right, title and interest in and to that portion of said Easement adjoining the property located at the address of 5968 Rainier Avenue South, Seattle WA, and identified under King County Assessor's Parcel Number 811310-1080, is legally described as follows:

North one-half of tract 23 Sunnyside Five Acre Tracts lying easterly of Rainier Ave S, and the North 50.88 feet of the South one-half of tract 23, Sunnyside Five Acre Tracts, lying easterly of Rainer Ave S, Less the West 64.41', all in Volume 2 of Plats Page 120, in records of King County, Washington .

Now, Therefore, John Parmenter Welty, and Liana Marika Welty, ("Grantor") hereby convey and quitclaim to the **CITY OF SEATTLE, a Washington municipal corporation** ("Grantee"), all right, title and interest in and to the following described property situated in King County, State of Washington:

A strip of land 16 feet in width, the Southerly margin of said strip being the line describe as follows:
Beginning at a point in the Easterly Margin of Rainer Avenue, as now established, said point being distance 219.13 feet, measured South 5° 53'31" east along said Easterly margin from its intersection with the north line of Tract 23, Sunnyside Five – Acre Tracts (Volume 2, of Plats, page120 records of King County) thence North 89° 48' 29" east a distance of 252.03 feet to the West line of a tract of land formerly owned by F. B. Horton.

DATED this _____ day of _____, 2010.

GRANTOR:

John Parmenter Welty and Liana Marika Welty
Husband and Wife

By: _____
John Parmenter Welty

By: _____
Liana Marika Welty

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **John Parmenter Welty and Liana Marika Welty**, to me known to be the persons who signed as husband and wife, and executed the within and foregoing instrument, and acknowledged said instrument to be his and her voluntary act and deed; and on oath stated that he and she were authorized to execute the said instrument on their behalf.

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

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Appointment Expires: _____



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
FFD	Hillary Hamilton 684-0421	Gregory Shiring 386-4085

Legislation Title:

AN ORDINANCE related to the City of Seattle's Fleets and Facilities Department; authorizing the Mayor or his designee to grant to John Parmenter Welty and Liana Marika Welty, husband and wife, a non-exclusive easement over, through, across, and upon a portion of the property known as Fire Station 28 located at 5968 Rainier Avenue South, Seattle, Washington, and to accept the relinquishment of the existing non-exclusive easement over said property.

Summary of the Legislation:

This legislation authorizes the Mayor or his designee to execute a non-exclusive access easement over City of Seattle-owned property, known as Fire Station 28, and located at 5968 Rainier Avenue South. This new access easement will replace an existing access easement that is being relinquished through this legislation.

Background:

On June 19, 1946, City of Seattle Ordinance 75082 authorized a 16 foot wide, non-exclusive access easement over the southerly 16 feet of City-owned property. This easement provides legal access to the property located at 5970 Rainer Avenue South, currently owned by Mr. and Mrs. Welty. Improvements to Fire Station 28's driveway were made as part of the Fire Levy just north of the authorized easement area. The Seattle Fire Department, the Fleets and Facilities Department (FFD), and Mr. and Mrs. Welty agree that a new easement aligned with the constructed driveway would benefit all parties. The old easement relinquished by the Weltys will be landscaped by the City in conjunction with the improvements authorized under the 2003 Fire Facilities and Emergency Response Levy Program. The maintenance responsibilities of each party for the driveway are described in the new easement.

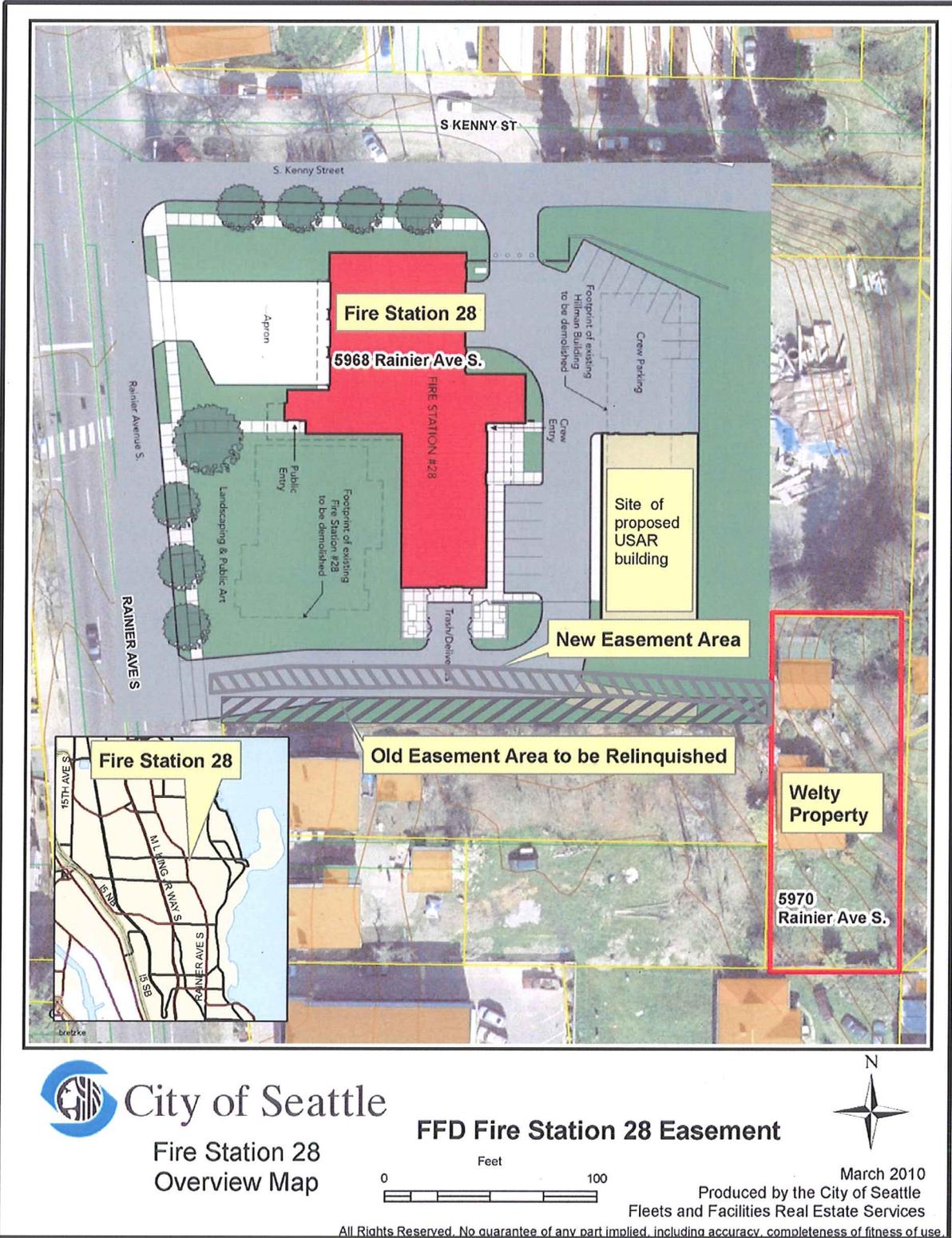
Existing water and sewer lines were previously installed across this City property without recorded easements. Fleets and Facilities determined that the subsurface area needs to be reserved for City use. Granting of an underground easement to allow permanent placement of private utilities would be disruptive to future fire station operations, whereas allowing the existing utilities to remain under a temporary use agreement allows the utilities to remain until they are relocated. FFD intends to sign a temporary use agreement with the Weltys for this purpose.

X This legislation does not have any financial implications. The value of the access easement relinquished by Mr. and Mrs. Welty and the value of the replacement easement granted by the City are equal in terms of the benefit that each party will receive.

List attachments to the fiscal note below:

Exhibit 1 to Fiscal Note, FFD Fire Station 28 Easement





NOTE: Map is for informational purposes only and is not intended to modify or supplement the legal description in the Ordinance.

Exhibit 1 to Fiscal Note for FFD FS28 Easement





City of Seattle
Office of the Mayor

May 4, 2010

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Conlin:

I am transmitting the attached proposed Council Bill authorizing the execution of a non-exclusive access easement with John Parmenter Welty and Liana Marika Welty, over a portion of the property known as Fire Station 28 which is located at 5968 Rainier Avenue South, Seattle, Washington. The legislation also relinquishes an existing access easement that serves the Welty's property at 5970 Rainier Avenue South.

The original easement providing the only access to the Welty's property across the grounds of Fire Station 28 was created in 1946. Due to the reconstruction of the Fire Station, it became necessary to relocate the easement to better serve the station's operating requirements.

The new access easement authorized by this Bill will share a portion of Fire Station 28's driveway, reducing the amount of area devoted to impervious surfaces and increasing the area to be used for landscaping. The original easement area that is being relinquished will be landscaped, in part, to provide a buffer to the adjacent residential home.

Thank you for your consideration of this legislation. Should you have questions, please contact Hillary Hamilton at 684-0421.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Michael McGinn, Mayor
Office of the Mayor
600 Fourth Avenue, 7th Floor
PO Box 94749
Seattle, WA 98124-4749

Tel (206) 684-4000
Fax (206) 684-5360
TDD (206) 615-0476
mike.mcgin@seattle.gov



STATE OF WASHINGTON – KING COUNTY

--SS.

257563
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.

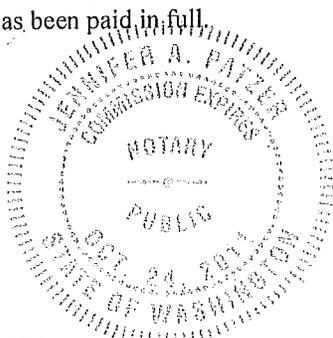
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:123339 & 340 TITLE ONLY

was published on

07/14/10

The amount of the fee charged for the foregoing publication is the sum of \$ 40.95, which amount has been paid, in full.



Affidavit of Publication

Subscribed and sworn to before me on

07/14/10

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 July 6, 2010, and published here by title only, will be mailed upon request, or can be accessed at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 123339

AN ORDINANCE related to the City of Seattle's Fleets and Facilities Department; authorizing the Mayor or his designee to grant to John Parmenter Welty and Liana Marika Welty, husband and wife, a non-exclusive easement over, through, across, and upon a portion of the property known as Fire Station 28 located at 5968 Rainier Avenue South, Seattle, Washington, and to accept the

relinquishment of the existing non-exclusive easement over said property.

ORDINANCE NO. 123340

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

Publication ordered by the City Clerk

Date of publication in the Seattle Daily Journal of Commerce, July 14, 2010.

7/14(257563)