

Ordinance No. 123423

Council Bill No. 116952

AN ORDINANCE relating to the "Agreement for Sewage Disposal" between the City of Seattle and the Municipality of Metropolitan Seattle dated January 26, 1961 and amended by "Supplemental Agreement No. 2" executed February 15, 1962; authorizing the Superintendent of Parks and Recreation to convey easements to King County over and through various park lands in partial satisfaction of City of Seattle obligations under the "Agreement for Sewage Disposal".

CF No. _____

Date Introduced:	<u>Sept. 7, 2010</u>	
Date 1st Referred:	To:	<u>Seattle Public Utilities and Neighborhoods</u>
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote:	
<u>9-10 10.4.10</u>	<u>9-0</u>	
Date Presented to Mayor:	Date Approved:	
<u>10.5.10</u>	<u>10.13.10</u>	
Date Returned to City Clerk:	Date Published:	T.O. <input checked="" type="checkbox"/> F.T. _____
<u>10.13.10</u>		
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: [Signature]
Councilmember

Committee Action:

9/28/10 In Favor: MOB ETA

10.4.10 Passed 9-0

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

Law Department
Law Department

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

ORDINANCE 123423

AN ORDINANCE relating to the "Agreement for Sewage Disposal" between the City of Seattle and the Municipality of Metropolitan Seattle dated January 26, 1961 and amended by "Supplemental Agreement No. 2" executed February 15, 1962; authorizing the Superintendent of Parks and Recreation to convey easements to King County over and through various park lands in partial satisfaction of City of Seattle obligations under the "Agreement for Sewage Disposal".

WHEREAS, the City of Seattle (City) and the Municipality of Metropolitan Seattle (Metro) entered into an "Agreement for Sewage Disposal" ("1961 Agreement") dated January 26, 1961, recorded under recording number 6101817, authorized by City Ordinance 89363, which contained a reference to a list of permanent sewage facilities owned by the City; and

WHEREAS, the 1961 Agreement provided for, among other things, the transfer of permanent sewage facilities owned by the City to Metro in consideration of the payment of \$6,285,660.00; and

WHEREAS, the 1961 Agreement was amended in February 15, 1962, by Supplemental Agreement No. 2, recorded under recording number 6101816, to reduce the property transferred as part of the Alki Point Sewage Treatment Plant and reduce the purchase price to \$6,189,780.00; and

WHEREAS, at the time the 1961 Agreement was signed, the City was responsible for the payment of bonds that were outstanding for acquisition and construction of the sewage facilities, preventing the City from conveying the sewage facilities to Metro until the bonds were paid; and

WHEREAS, the 1961 Agreement provided that "The city shall continue to own the facilities described in this Section 9 and shall continue to pay the principal of and interest on any bonds issued to pay in whole or in part the cost of acquisition and construction of such facilities, provided that facilities which are designated as "permanent" shall be conveyed by the City to Metro by quit claim deed upon payment of all presently outstanding revenue bonds or general obligation bonds of the City secured by or issued to acquire or construct said facilities"; and

WHEREAS, the City has paid the entire principal and interest of all such bonds issued to pay in whole or in part the cost of acquisition and construction of such sewage facilities, and the bonds are no longer in existence; and

WHEREAS, in 1994 Metro merged with King County (County); and



1 WHEREAS, a number of the sewage facilities cross City park lands; and

2 WHEREAS, the City and the County have agreed to record a separate wastewater pipe easement
3 agreement in the form attached to this Ordinance as Attachment 1 (Wastewater Pipe
4 Easement Agreement) for each of the park lands affected by the 1961 Agreement; and

5 WHEREAS, the easements in, upon, and under the park lands affected by the 1961 Agreement
6 are legally described in Section 1 of the Ordinance below; and

7 WHEREAS, a public hearing will be held pursuant to Ordinance 118477 (January 1997) which
8 requires a public hearing in order to exempt underground utilities from providing
9 replacement property when the utility structure is located on Parks and Recreation
10 property; NOW, THEREFORE,

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

12 Section 1. Upon receipt of Wastewater Pipe Easement Agreements, substantially in the
13 form attached hereto as Attachment 1 and incorporated herein, signed by the authorized
14 representative of King County, for wastewater pipe easements in, upon and under the real
15 property described below, the Superintendent of Parks and Recreation (“Superintendent”), or his
16 or her designee, is hereby authorized to sign and deliver to King County for recording, on behalf
17 of the City of Seattle, the Wastewater Pipe Easement Agreements, between King County, a
18 political subdivision of the State of Washington and the City of Seattle, a municipal corporation.

19 The legal descriptions of the wastewater pipe easements are as follows:

20 Carkeek Park

21 Metro KC Sewer Easement
22 City of Seattle Vault Plan #777-101

23 Commencing at the intersection of centerlines of NW 100th Street and NW 100th Place in the NE
24 ¼ of Section 36, Township 26 North, Range 3 East, WM, King County, Washington. Thence N
25 51°56’25” E along the centerline of NW 100th Place a distance of 425.94 feet to the intersection
26 with the center of a 21” Trunk Sewer as depicted on City of Seattle Vault Plan #777-101-4.
27 Thence N 7°31’10” W along said 21” Trunk Sewer a distance of 7.83 feet to Manhole T-24C.
28 Thence N 01°45’33” W a distance of 244.09 feet to Manhole T-24B. Thence N 80°32’57” E a
29 distance of 218.57 feet to the west margin of the entrance to Carkeek Park as dedicated per plat



1 of Alderbrook Park No. 4, recorded in volume 50, page 82, records of King County, Washington
2 and the True Point of Beginning of a 20 foot wide easement, being 10 feet on either side of the
following described centerline:

3 Thence continuing along said pipe centerline the following courses;
4 Thence N 80°32'57" E a distance of 4.72 feet to Manhole T-24A;
5 Thence N 03°06'57" E a distance of 173.00 feet to Manhole T-24;
6 Thence N 03°06'57" E a distance of 128.27 feet to an angle point;
7 Thence N 16°10'10" W a distance of 190.35 feet to Manhole T-23;
8 Thence N 16°10'10" W a distance of 142.47 feet to an angle point;
9 Thence N 24°49'50" W a distance of 250.10 feet to Manhole T-20;
10 Thence N 06°05'10" W a distance of 349.83 feet to an angle point;
11 Thence N 03°47'20" E a distance of 194.22 feet to Manhole T-19;
12 Thence N 43°35'40" W a distance of 210.37 feet to Manhole T-18;
13 Thence N 09°27'23" W a distance of 328.18 feet to an angle point;
14 Thence N 28°17'33" W a distance of 97.62 feet to an angle point;
15 Thence N 38°18'10" W a distance of 134.46 feet to Manhole T-17;
16 Thence N 24°22'55" W a distance of 141.65 feet to Manhole T-16;
17 Thence N 46°21'40" W a distance of 188.17 feet to an angle point;
18 Thence N 32°27'20" W a distance of 415.80 feet to Manhole T-12;
19 Thence N 45°01'35" W a distance of 308.00 feet to Manhole T-11;
20 Thence S 84°12'25" W a distance of 272.58 feet to the east line of King County Metro Sewage
21 Treatment Plant Property per City of Seattle Plan 777-101-12 and the end of this easement. Said
22 end point being S56°03'38" W and a distance of 1001.68 feet distant from the center of Section
23 25, Township 26 North, Range 3 East, WM, King County, Washington.

24 EXCEPT those portions lying within NW 105th Street, NW 110th Street and 8th Avenue NW as
25 described in City of Seattle Ordinance.
26 Sidelines of the easement are to be extended or shortened to close on park property lines.

27 Washington Park Arboretum
28 Metro KC Sewer Easement

29 Commencing at the intersection of centerlines of East Lynn Street and 26th Avenue East in
30 Section 21, Township 25 North, Range 4 East, WM, King County, Washington.
31 Thence S 88°33'36"E along the centerline of East Lynn Street a distance of 135.44 feet to a
32 corner of Washington Park Arboretum; Thence S 01°49'34"W along the west line of
33 Washington Park Arboretum a distance of 8.00 feet more or less to the centerline of a 72" Sewer
34 as depicted on City of Seattle Vault Plan 782-5 and the True Point of Beginning of a 20 foot
wide easement, being 10 feet on either side of the following described centerline:

35 Thence southeasterly along said 72" Sewer on a curve concave to the southwest having a radial
36 bearing of S 32°42'15"W , a radius of 23.92 feet and a central angle of 59°08'44", an arc
37 distance of 24.69 feet more or less to the Point of Tangency in the centerline of said 72" Sewer;



1 Thence S 01°50'58"W a distance of 533.34 feet more or less to a Manhole at Station 5+66.0 on
said Vault Plan 782-5;
2 Thence S 01°50'58"W a distance of 494.70 feet more or less to a Manhole at Station 10+60.7 on
said Vault Plan;
3 Thence S 01°50'58" W a distance of 483.50 feet more or less to a Manhole at Station 15+44.2 on
said Vault Plan;
4 Thence continuing along the centerline of said Sewer whose size is now 60" S 20°13'41"E a
distance of 372.30 more or less to an angle point at Station 19+15.877 on said Vault Plan;
5 Thence S 0°46'06"E a distance of 164.73 feet more or less to a Manhole at Station 20+80.67 on
said Vault Plan;
6 Thence S 0°46'06"E a distance of 26.02 feet more or less to an angle point at Station 21+06.627
on said Vault Plan;
7 Thence S 33°00'48"E a distance of 289.80 feet more or less to a Manhole at Station 23+73.0
8 AHEAD on said Vault Plan;
9 Thence S 10°18'06"E a distance of 262.59 feet more or less to a Manhole at Station 26+35.3 on
said Vault Plan;
10 Thence S 08°24'28"W a distance of 497.16 feet more or less to a Manhole at Station 31+32.8 on
said Vault Plan;
11 Thence S 24°25'55"E a distance of 787.01 feet more or less to a Manhole at Station 39+20.7 on
said Vault Plan;
12 Thence S 21°04'13"E a distance of 307.91 feet more or less to a Manhole at Station 42+30.5 on
said Vault Plan;
13 Thence S 58°54'04"E a distance of 363.71 feet more or less to a Manhole at Station 45+94.4 on
said Vault Plan;
14 Thence S 08°30'55"E a distance of 379.00 feet more or less to a Manhole at Station 49+73.4 on
said Vault Plan;
15 Thence S 08°30'55"E a distance of 380.35 feet more or less to a Manhole at Station 53+55.2 on
said Vault Plan;
16 Thence S 08°30'55"E a distance of 172.67 feet more or less to an angle point at Station
17 55+27.87 on said Vault Plan;
18 Thence S 46°34'00"E a distance of 60.79 feet more or less to the northwesterly margin of East
19 Madison Street and the end of this centerline description. Said end point lying N 46°02'02"E of
20 and a distance of 144.22 feet from the southwest corner of Washington Park Arboretum.
21 Sidelines of the easement are to be extended or shortened to close on park property lines.

22 Burke Gilman Trail vic 30th Ave NE
23 Metro KC Laurelhurst Trunk Sewer Easement (Plan 777-16)

24 Commencing at the intersection of NE 50th St and 30st Ave NE being the northwest corner of the
25 plat of Exposition Heights recorded in volume 15 of plats, page 83 records of King County
26 Washington, said plat being in the SE¼ of Section 9, Township 25 North, Range 4 East, WM.



1 Thence N 88°46'18" W on the centerline of NE 50th St extended westerly a distance of 24.71
2 feet more or less to the intersection with the center of a 42" Laurelhurst Trunk Sewer per City of
3 Seattle Vault Plan 777-16. Thence S 00°53'14" W along the center of said 42" sewer a distance
4 of 87.12 feet to the intersection with the intersection with the northerly margin of Burke Gilman
5 Trail and the True Point of Beginning of a 12 foot wide easement, being 6 feet on either side of
6 the following described centerline.

7 Thence continuing S 00°53'14" W along the centerline of said 42" Laurelhurst Trunk Sewer a
8 distance of 77.30 feet to the southerly margin of Burke Gilman Trail and the end of this
9 easement, said end point lying S 12°10'24" W of and a distance of 125.58 feet from the
centerline intersection of Burke Gilman Trail and 30th Ave NE.

Sidelines of the easement to be extended or shortened to close on park property lines.

10 Discovery Park

11 Metro KC Sewer Easement
12 Vault Plan 782-10 North Trunk Sewer

13 Commencing at the intersection of centerlines of West Commodore Way and 40th Ave West in
14 the SE ¼ of Section 10, Township 25 North, Range 3 East, WM, King County, Washington.
15 Thence N 80°48'29"W along the centerline of West Commodore Way and the center of a 144"
16 Trunk Sewer as depicted on City of Seattle Vault Plan 782-10 a distance of 15.08 feet to the
17 westerly margin of 40th Ave West, also being a property line of Discovery Park and the True
18 Point of Beginning of a 20 foot wide easement, being 10 feet on either side of the following
19 described centerline:

20 Thence continuing N 80°48'29"W along said Trunk Sewer centerline a distance of 3040.64 feet
21 more or less to the westerly line of Discovery Park and the end of this centerline description.
22 Said end point lying S 80°04'20"E of and a distance of 237.72 feet from the intersection of
23 centerlines of Delaware Ave West and West L Street as shown on City of Seattle Quarter Section
24 Map of the SE¼ of Section 9, Township 25 North, Range 3 East, WM.

Sidelines of the easement are to be extended or shortened to close on park property lines.

25 Jackson Park Golf

26 Metro KC Trunk Sewer Easement (Plan 777-65)

27 Commencing at the centerline intersection of NE 130th St and 10th Ave NE in Section 20,
28 Township 26 North, Range 4 East, WM, King County, Washington. Thence N 1°19'01" E along
the centerline of said 10th Ave NE a distance of 159.94 feet more or less to the intersection with



1 the center of a sewer line as depicted on City of Seattle Vault Plan 777-65. Thence N 88°41'02"
2 W along the center of said sewer line a distance of 30.00 feet to the west margin of 10th Ave NE
3 and the True Point of Beginning of a 12 foot wide easement, being 6 feet on either side of the
4 following described centerline.

5 Thence continuing along the center of said sewer line N 88°41'02" W a distance of 40.38 feet
6 more or less to Manhole 46-N, as designated on City Plan 777-65;

7 Thence N 88°41'02" W a distance of 124.97 feet more or less to MH 47-N;

8 Thence N 30°54'10" W a distance of 280.50 feet more or less to MH 48-N;

9 Thence N 30°54'05" W a distance of 261.37 feet more or less to MH 49-N;

10 Thence N 04°15'50" W a distance of 266.98 feet more or less to MH 50-N;

11 Thence N 48°20'13" E a distance of 221.83 feet more or less to MH 51-N;

12 Thence N 19°16'15" W a distance of 251.25 feet more or less to MH 52-N;

13 Thence N 22°41'11" W a distance of 300.01 feet more or less to MH 53-N;

14 Thence N 06°34'08" W a distance of 348.26 feet more or less to MH 53A-N;

15 Thence N 14°27'11" W a distance of 300.10 feet more or less to MH 54-N;

16 Thence N 65°39'03" W a distance of 289.04 feet more or less to MH 55-N;

17 Thence N 01°22'51" E a distance of 287.18 feet more or less to MH 56-N;

18 Thence N 01°22'51" E a distance of 318.27 feet more or less to MH 57-N;

19 Thence N 01°22'51" E a distance of 348.52 feet more or less to MH 58-N;

20 Thence N 88°37'08" W a distance of 23.34 feet more or less to MH west property line of
21 Jackson Park Golf Course and the end of this easement, said west property line being a common
22 line with the east margin of 5th Ave NE.

23 Sidelines of the easement to be extended or shortened to close on park property lines. Said end
24 point lying S 1°23'48" W a distance of 731.43 feet from the north west corner of Jackson Park
25 Golf or the intersection of the east margin of 5th Ave NE and the south margin of NE 145th St.
26

27 Lowman Beach Park

28 Metro KC Sewer Easement

29 Vault Plans 777-56 & 777-59 West Seattle Interceptor-Murray Ave Pump Station

30
31 Commencing at the centerline intersection of 48th Ave SW and Beach Dr SW, in the NW¼ of
32 Section 26, Township 24 North, Range 3 East, WM, King County, Washington. Thence S
33 04°37'10"E along the centerline of Beach Dr SW a distance of 20.88 feet to the intersection with
34 the extension easterly of the northerly line of the Park Reserve as per plat of Lincoln Beach
35 recorded in volume 11, page 91, records of King County, Washington. Thence N 88°08'57"W
36 along said northerly line extension a distance of 30.19 feet to the westerly margin of Beach Dr.
37 SW and the northeasterly corner of said Park Reserve. Thence S 04°37'10" E along the easterly
38 boundary of said Park Reserve a distance of 25.36 feet to the True Point of Beginning of this
39 easement description.



1 Thence S 16°17'01" W a distance of 53.70 feet;
2 Thence S 04°35'02" E a distance of 31.36 feet;
3 Thence S 04°35'01" E a distance of 50.66 feet;
4 Thence S 08°12'15" W a distance of 36.78 feet;
5 Thence S 61°18'55" W a distance of 44.00 feet;
6 Thence S 28°41'08" E a distance of 9.50 feet;
7 Thence S 61°18'53" W a distance of 13.51 feet;
8 Thence N 88°10'39" W a distance of 282.75 feet;
9 Thence S 01°49'23" W a distance of 16.00 feet;
10 Thence S 88°10'39" E a distance of 281.15 feet;
11 Thence S 72°13'25" E a distance of 24.18 feet;
12 Thence N 61°19'14" E a distance of 6.36 feet;
13 Thence S 28°41'09" E a distance of 8.00 feet;
14 Thence N 61°18'55" E a distance of 8.50 feet;
15 Thence S 28°41'01" E a distance of 35.59 feet;
16 Thence S 88°10'36" E a distance of 25.87 feet more or less to the easterly boundary of said Park
17 Reserve;
18 Thence N 04°37'10" W along said easterly boundary a distance of 14.09 feet;
19 Thence N 88°10'38" W a distance of 16.28 feet;
20 Thence N 28°41'06" W a distance of 27.59 feet;
21 Thence N 61°19'04" E a distance of 21.50 feet;
22 Thence N 01°51'37" W a distance of 79.79 feet;
23 Thence N 04°34'59" W a distance of 50.65 feet;
24 Thence N 04°35'06" W a distance of 28.55 feet;
25 Thence N 16°17'06" E a distance of 10.96 feet more or less to the easterly boundary of said Park
26 Reserve;
27 Thence N 04°37'10" W along said easterly boundary a distance of 42.74 feet to the TPOB and
28 the end of this easement description.

Viretta Park

Metro KC Trunk Sewer Easement (Plan 782-5)

Commencing at the south west corner of Denny Blaine Lake Park Addition to the City of Seattle as recorded in volume 9, page 85 records of King County Washington, said plat being in the SW¼ of Section 27, Township 25 North, Range 4 East, WM. Thence S 88°43'03" E along the southerly line of said plat a distance of 1037.52 feet more or less to the intersection with the center of the North Trunk Sewer Line as depicted on City of Seattle Vault Plan 782-5 and the



1 True Point of Beginning of a 12 foot wide easement, being 6 feet on either side of the following
2 described centerline.

3 Thence N 22°24'55"E along the centerline of said North Trunk Sewer a distance of 63.53 feet
4 more or less to an angle point at Station 176+50.12, as designated on City Plan 782-5;
5 Thence N 03°30'00" W a distance of 311.22 feet more or less to a Manhole at Station 173+38.90
6 on said vault plan;
7 Thence N 41°39'53" W, on a line towards a Manhole at Station 170+20.50, a distance of 274.00
8 feet more or less to the westerly property line of Viretta Park and the end of this easement, said
9 end point lying N 04°01'57" E of and a distance of 124.41 feet from Plat Monument "I" at East
10 John Street and 37th Avenue as shown on said plat map of Denny Blaine Lake Park.

11 Sidelines of the easement to be extended or shortened to close on park property lines.

12 Alki Beach Park

13 Metro KC Sewer Easement

14 Vault Plan 807-45 Admiral Way Interceptor

15 Commencing at the centerline intersection of 53rd Ave SW and Alki Ave SW, said point lying
16 N 39°09'48" E and 250.99 feet from a point of tangency in the centerline of Alki Ave SW, in
17 the NE¼ of Section 10, Township 24 North, Range 3 East, WM, King County, Washington.

18 Thence N 50°50'12"W perpendicular to the centerline of Alki Ave SW a distance of 40.00 feet
19 to the northwesterly margin of Alki Ave SW. Thence S 39°09'48"W along said northwest
20 margin a distance of 15.34 feet more or less to the center of a 60" reinforced concrete pipe as
21 depicted on City of Seattle Vault Plan 807-45 Sheet 1 and the True Point of Beginning of a 20
22 foot wide easement, being 10 feet on either side of the following described centerline:

23 Thence N38°42'12"W along said concrete pipe a distance of 560.00 feet more of less to an
24 outfall pier as depicted on City of Seattle Vault Plan 807-45 sheet 1.

25 Thence continuing N 38°42'12"W a distance of 10.00 feet to the end of this centerline
26 description. Said end point lying N 20°04'41" W and 695.04 feet from said point of tangency in
27 the centerline of Alki Ave SW.

28 Sidelines of the easement to be extended or shortened to close on park property lines.



Belvoir Place Park

Metro KC Trunk Sewer Easement (Plan 777-16)

Commencing at the intersection of NE Surber St (E 37th St) and 41st Ave NE as per plat of Belvoir recorded in volume 29 of plats, page 2 records of King County Washington, said plat being in the NW¼ of Section 15, Township 25 North, Range 4 East, WM. Thence S 01°09'11" W a distance of 35.00 feet to the intersection with the south margin of NE Surber St. Thence S 88°50'49" E a distance of 128.60 feet more or less to the intersection with the center of the 48" Laurelhurst Trunk Sewer Line as depicted on City of Seattle Vault Plan 777-16. Thence S 16°01'54" E along the center of said 48" sewer line a distance of 148.19 feet more or less to the intersection with the northerly Belvoir Place park property line and the True Point of Beginning of a 12 foot wide easement, being 6 feet on either side of the following described centerline. Thence S 16°01'54"E along the centerline of said 48" Laurelhurst Trunk Sewer a distance of 65.14 feet more or less to the southerly property line of Belvoir Place Park and the end of this easement, said end point lying S 24°45'34" W of and a distance of 260.62 feet from the centerline intersection of NE Surber St and 42nd Ave NE.

Sidelines of the easement to be extended or shortened to close on park property lines.

Cheasty Boulevard

Metro KC West Hanford Trunk Sewer Easement (Plan 777-8 sheet 11)

Commencing at a concrete monument set two feet below surface grade to mark the intersection of Morse Avenue South and the south line of Hanford's Donation Land Claim, as per plat of Sunnyvale recorded in volume 14 of plats, page 76 records of King County Washington, said plat being in the NE¼ of Section 16, Township 24 North, Range 4 East, WM. Thence S 02°04'36" W along the centerline of Morse Ave South a distance of 20.00 feet more or less to the center of a 108" West Hanford Trunk Sewer Tunnel per City of Seattle Vault Plan 777-8. Thence N 88°53'19" W along the center of said 108" sewer a distance of 114.24 feet to the



1 intersection with the easterly margin of Cheasty Boulevard and the True Point of Beginning of a
2 20 foot wide easement, being 10 feet on either side of the following described centerline.
3 Thence continuing N 88°53'19"W along the centerline of said 108" West Hanford Trunk Sewer
4 Tunnel a distance of 119.75 feet to the westerly margin of Cheasty Boulevard and the end of this
5 easement, said end point lying S 82°01'38" E of and a distance of 167.41 feet from of a concrete
monument in case marking the centerline intersection of the south line of Hanford's Donation
Land Claim and 25th Avenue South to the north.

6 Sidelines of the easement to be extended or shortened to close on park property lines.

7
8 Emma Schmitz Memorial Overlook
9 Metro KC Sewer Easement
10 West Seattle Beach Drive Interceptor 777-43

11 Commencing at the intersection of the northerly margin of SW Oregon Street projected
12 southwest and the centerline of Beach Drive SW, in the SE ¼ of Section 15, Township 24 North,
13 Range 3 East, WM, as per plat of Schmitz's South Alki Add. Div. No. 2 recorded in volume 25,
14 page 19 records of King County, Washington. Thence S 12°40'13" E along the centerline of
15 Beach Drive SW a distance of 40.28 feet to a concrete monument in case marking an angle point
16 in the centerline of Beach Drive SW. Said centerline of Beach Dr SW also being the centerline
17 of a 54" Sewer Pipe as depicted on City of Seattle Vault Plan 777-43. Thence continuing S
12°40'13" E along the projected centerline of Beach Drive SW and the centerline of said 54"
sewer pipe a distance of 67.62 feet more or less to the intersection with the westerly margin of
Beach Drive SW, also being the easterly line of Emma Schmitz Memorial Outlook Park and the
True Point of Beginning of a 20 foot wide easement, being 10 feet on either side of the following
described centerline:

18 S 12°40'13"E a distance of 40.83 feet;
19 S 38°58'23"E parallel with and 18 feet offset southwest from the southwesterly margin of Beach
20 Drive SW a distance of 554.42 feet;
21 S 48°58'23"E a distance of 66.44 feet;
22 S 35°45'23"E parallel with and 5 feet offset southwest from the southwesterly margin of Beach
23 Drive SW a distance of 120.07 feet;
24 Thence S 54°12'06"W a distance of 25.91 feet more or less to the southerly line of Emma
25 Schmitz Memorial Outlook Park and the end of this easement description.

26 Sidelines of the easement are to be extended or shortened to close on park property lines.

27
28 Lincoln Park
Metro KC Sewer Easement
City of Seattle Vault Plan 777-55



1 Commencing at the intersection of centerlines of S.W. Trenton Street and Fauntleroy Way S.W.
2 in Section 35, Township 24 North, Range 3 East, WM, King County, Washington.

3 Thence N 01°38'10"E along the centerline of Fauntleroy Way S.W. a distance of 509.01 feet to
4 the intersection with the southerly line of Lincoln Park extended easterly;

5 Thence S 65°32'34" W a distance of 44.55 feet to the southeast corner of Lincoln Park;

6 Thence S 65°32'34"W along the southerly line of Lincoln Park a distance of 257.94 feet to an
7 angle point; Thence S 79°56'47" W a distance of 160.00 feet to an angle point; Thence S

8 65°32'34" W a distance of 30.99 feet to the intersection with the centerline of a 30" sewer as
9 depicted on City of Seattle Vault Plan 777-55 and the True Point of Beginning of a 20 foot wide
10 easement, being 10 feet on either side of the following described centerline:

11 Thence northwesterly along said 30" sewer centerline being on a curve concave to the northeast
12 having a radial bearing of N 63°50'16" E, a radius of 650.00 feet, a central angle of 4°34'58",
13 and an arc distance of 51.99 feet to a point of reverse curvature in the centerline of said 30"
14 sewer;

15 Thence northwesterly along said 30" sewer on a curve concave to the southwest having a radial
16 bearing of S 68°24'56"W, a radius of 650.00 feet, a central angle of 22°47'53", and an arc
17 distance of 258.64 feet to a point of tangency;

18 Thence N 44°22'57" W a distance of 576.61 feet to a point of curvature along said 30" sewer;

19 Thence northwesterly along a curve concave to the southwest having a radial bearing of
20 S45°37'03" W, a radius of 650.00 feet, a central angle of 13°19'55", and an arc distance of
21 151.25 feet to a point of reverse curvature on said 30" sewer;

22 Thence northwesterly along a curve concave to the northeast having a radial bearing of
23 N32°17'08" E, a radius of 650.00 feet, a central angle of 11°35'25", and an arc distance of
24 139.49 feet to a point of tangency on said 30" sewer;

25 Thence N 46°07'27" W a distance of 51.33 feet to a point of curvature in said 30" sewer;

26 Thence northwesterly along a curve concave to the southwest having a radial bearing of
27 S43°52'33" W, a radius of 650.00 feet, a central angle of 3°14'07", and an arc distance of 36.70
28 feet to a point of tangency on said 30" sewer;

29 Thence N 49°21'34" W a distance of 822.89 feet to an angle point in said 30" sewer;

30 Thence N 10°22'56" E a distance of 159.99 feet to a point of curvature in said 30" sewer;

31 Thence northeasterly along a curve concave to the southeast having a radial bearing of
32 S79°37'04" E, a radius of 650.00 feet, a central angle of 18°58'31", and an arc distance of
33 215.27 feet to a point of tangency on said 30" sewer;

34 Thence N29°21'27" E a distance of 428.44 feet to a point of curvature on said 30" sewer;

35 Thence northeasterly along a curve concave to the southeast having a radial bearing of
36 S60°38'33" E, a radius of 649.28 feet, a central angle of 15°05'52", and an arc distance of
37 171.09 feet to a point of tangency on said 30" sewer;

38 Thence N 44°27'19" E a distance of 261.06 feet to an angle point on said 30" sewer;

39 Thence N 43°18'10" E a distance of 40.23;

40 Thence N 42°09'01" E a distance of 160.97;

41 Thence N 40°55'38" E a distance of 42.68 feet;

1 Thence N 39°42'16" E a distance of 106.00 feet;
2 Thence N 38°22'27" E a distance of 46.43 feet;
3 Thence N 37°02'39" E a distance of 158.29 feet;
4 Thence N 35°04'41" E a distance of 44.60 feet;
5 Thence N 33°06'43" E a distance of 150.11 feet';
6 Thence N 31°01'22" E a distance of 47.39 feet;
7 Thence N 28°56'02" E a distance of 206.18 feet to a point of curvature on said 30" sewer;
8 Thence northeasterly along a curve concave to the northwest having a radial bearing of
9 N61°03'58" W, a radius of 650.00 feet, a central angle of 21°28'18", and an arc distance of
10 243.59 feet to a point of tangency on said 30" sewer;
11 Thence N 07°27'44" E a distance of 56.35 feet to a point of curvature on said 30" sewer;
12 Thence northerly along a curve concave to the west having a radial bearing of N 82°32'16" W, a
13 radius of 650.00 feet, a central angle of 17°38'53", and an arc distance of 200.21 feet to a point
14 of tangency on said 30" sewer;
15 Thence N 10°11'09" W a distance of 178.11 feet to a point of curvature on said 30" sewer;
16 Thence northerly along a curve concave to the east having a radial bearing of N 79°48'51" E, a
17 radius of 1277.90, a central angle of 05°51'44" and an arc distance of 130.75 feet to the
18 northerly line of Lincoln Park and the end of the easement;
19 Said end point of the easement lying N 88°39'31" W of and a distance of 769.88 feet from the
20 intersection of the centerlines of SW Fontanelle Street and 47th Avenue SW.

21 Sidelines to be extended or shortened to close on property lines.

22 Lake Washington Boulevard thru Observatory Add and Madrona Heights

23 Metro KC Sewer Easement
24 City of Seattle Vault Plan 782-5-7

25 Commencing at the intersection of centerlines of E Howell St and 39th Avenue, said point being
26 marked by a concrete monument in case, in the NW¼ of Section 34, Township 25 North, Range
27 4 East, WM, King County, Washington.

28 Thence S 88°43'34" E along the centerline of E Howell St a distance of 351.38 feet to the
intersection with the centerline of 40th Ave. Thence continuing S 88°43'34" E a distance of 8.76
feet more or less to the centerline of a 24"x 36" Sewer Outfall Pipe as depicted on City of Seattle
Vault Plan 782-5-7.

Thence S 22°25'00" W a distance of 21.44 feet along said pipe centerline to the southerly margin
of E Howell St and the northerly line of Seattle Parks Department jurisdiction as established per
City of Seattle Ordinance No.20668 and the True Point of Beginning of a 20 foot wide easement,
being 10 feet on either side of the following described centerline:

Thence S 22°25'00" W continuing along said pipe centerline a distance of 12.29 feet more or
less to a Manhole at Station 177+69.10 per Vault Plan;



1 Thence S 04°16'50" W along said pipe centerline a distance of 355.65 feet to then northerly
margin of E Olive St and the southerly line of Seattle Parks Department jurisdiction as
2 established per City of Seattle Ordinance No.20668;

3 Thence S 04°16'50" W along said pipe centerline a distance of 64.34 to the southerly margin of
E Olive St and the northerly line of Lot 1 Block E Madrona Heights Add recorded in volume 9,
4 page 100 records of King County Washington. Said Lot 1 being under the jurisdiction of the
City of Seattle Parks Department by Deed accepted per Ordinance 23329;

5 Thence S 04°16'50" W along said pipe centerline a distance of 52.38 feet to easterly margin of
40th Ave per said Plat of Madrona Heights and the end point of this description. Said end point
6 bearing S 14°57'35" W and 84.72 feet distant from the intersection of centerlines of E Olive St
and 40th Ave.

7
8 EXCEPT that portion lying between the northerly and southerly margins of E Olive St.

9 Sidelines of the easement are to be extended or shortened to close on park property lines.

10 Richey Viewpoint

11 Metro KC Sewer Easement

12 Commencing at the intersection of centerlines of Alki Ave SW and Beach Drive SW in the
NW¼ of Section 15, Township 24 North, Range 3 East, WM, King County, Washington.

13 Thence S 51°00'30"E along the centerline of Beach Drive SW a distance of 355.53 feet more or
14 less to the centerline of a 42" Concrete Outfall Pipe as depicted on City of Seattle Vault Plan
848-44.

15 Thence S 40°48'36"W a distance of 40.02 feet along said pipe centerline to the southwest margin
16 of Beach Drive SW and the True Point of Beginning of a 20 foot wide easement, being 10 feet
on either side of the following described centerline:

17
18 Thence continuing along said pipe centerline S 40°48'36"W a distance of 114.55 feet to the
southwesterly line of Charles Richey Viewpoint Park and the end of this easement line. Said end
19 point bearing S 32°56'36" E and a distance of 498.22 feet distant from the intersection of
centerlines of Alki Ave SW and Beach Drive.

20
21 Sidelines of the easement are to be extended or shortened to close on park property lines.

22
23 Section 2. The Superintendent or his or her designee is further authorized to amend
24 Section 1 of the Wastewater Pipe Easement Agreements from time to time, at the request and
25 cost of King County, as technology changes, to add to the list of permitted improvements if the
26
27



1 Superintendent determines that the requested additional improvement is consistent with existing
2 permitted improvements and consistent with protecting public use of and access to park land.

3 Section 3. This ordinance shall take effect and be in force 30 days from and after its
4 approval by the Mayor, but if not approved and returned by the Mayor within ten days after
5 presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

6 Passed by the City Council the 4th day of October, 2010, and
7 signed by me in open session in authentication of its passage this
8 4th day of October, 2010.

9
10
11 
12 _____
13 President _____ of the City Council

14 Approved by me this 13th day of October, 2010.

15
16 
17 _____
18 Michael McGinn, Mayor

19 Filed by me this 13th day of October, 2010.

20
21 
22 _____
23 City Clerk

24 (Seal)

25 Attachment 1: Wastewater Pipe Easement Agreement
26
27



When Recorded Mail To:

King County
Department of Natural Resources and Parks
Wastewater Treatment Division
Attn:
MS KSC-NR-512
201 South Jackson Street
Seattle, WA 98104-3855

Document Title:	Wastewater Pipe Easement Agreement
Grantor(s):	City of Seattle
Grantee:	King County, Wastewater Treatment Division
Abbreviated Legal Description:	_____
Additional Legal Description is on Page:	_____
Assessor's Tax Parcel Number(s):	_____

WASTEWATER PIPE EASEMENT AGREEMENT

THIS **WASTEWATER PIPE EASEMENT AGREEMENT** (Easement Agreement) is made this _____ day of _____ 20____ by and between the City of Seattle, a Washington municipal corporation, its successors and assigns (CITY), and King County, a political subdivision of the State of Washington, through its Wastewater Treatment Division, its successors and assigns (COUNTY):

RECITALS

WHEREAS, the CITY and the Municipality of Metropolitan Seattle (Metro) entered into an "Agreement for Sewage Disposal" (hereinafter 1961 Agreement) dated January 26, 1961, recorded under recording number 6101817, authorized by CITY Ordinance 89363, and containing a reference to a list of permanent facilities; and

WHEREAS, the 1961 Agreement provided for, among other things, the transfer of permanent sewage facilities owned by the CITY to Metro in consideration of the payment of \$6,285,660.00; and



WHEREAS, the 1961 Agreement was amended in February 15, 1962, by Supplemental Agreement No. 2, to reduce the property transferred as part of the Alki Point Sewage Treatment Plant and reduce the purchase price to \$6,189,780.00; and

WHEREAS, at the time the 1961 Agreement was signed, the CITY was responsible for the payment of bonds that were outstanding for acquisition and construction of the facilities, preventing the CITY from conveying facilities until the bonds were paid; and

WHEREAS, the 1961 Agreement provided that "The city shall continue to own the facilities described in this Section 9 and shall continue to pay the principal of and interest on any bonds issued to pay in whole or in part the cost of acquisition and construction of such facilities, provided that facilities which are designated as "permanent" shall be conveyed by the City to Metro by quit claim deed upon payment of all presently outstanding revenue bonds or general obligation bonds of the City secured by or issued to acquire or construct said facilities"; and

WHEREAS, the CITY has paid the entire principal and interest of all such bonds issued to pay in whole or in part the cost of acquisition and construction of such facilities, and the bonds are no longer in existence; and

WHEREAS, in 1994 Metro merged with the COUNTY; and

WHEREAS, a number of the facilities cross CITY land under the jurisdiction or management and control of the Seattle Department of Parks and Recreation; and

WHEREAS, the CITY and the COUNTY have agreed to record a separate easement agreement for each park, park boulevard, park overlook or other property under the jurisdiction or management and control of the Seattle Department of Parks and Recreation that is affected by the 1961 Agreement; and

WHEREAS, the CITY and the COUNTY recognize the need to protect park land and public use of and access to CITY park land while making it possible for the COUNTY to maintain, repair and reconstruct the sewer infrastructure that serves both the CITY and the COUNTY; and

WHEREAS, the park land affected by this Easement Agreement is hereafter referred to as "Park Land";

NOW, THEREFORE, the CITY and the COUNTY hereby agree as follows:



AGREEMENT

1. Grant and Purpose. The CITY hereby grants to the COUNTY, subject to the conditions contained in this Easement Agreement, an easement (Easement) in, upon and under the real property described on Exhibit "A", attached hereto and incorporated herein by this reference (Easement Area), together with reasonable pedestrian access or vehicular access across surfaces capable of supporting the weight of the vehicles, so as not to damage the "Park Land", to reach the Easement Area.

The purpose of the Easement is for installing, constructing, operating, maintaining, removing, repairing and replacing a wastewater pipeline below the surface of the Easement Area, together with the following listed improvements at or below the surface of the Easement Area, and for no other purposes: maintenance holes, vaults, meters, cathodic devices, electrical poles and drops, "goosenecks" and other small unobtrusive odor control devices, telemetry devices and poles, monitoring equipment, portable sampling device(s) and below grade carbon beds. All of the COUNTY's permitted improvements now or hereafter located in the Easement Area are referred to as Easement Improvements.

2. Limitations. The COUNTY shall keep the Easement Improvements in good condition and repair at all times at the COUNTY's sole cost. Except in case of emergency or request by the CITY, the COUNTY shall provide ten (10) business days prior written notification to the CITY before undertaking any work in the Easement Area involving digging, trenching, removal of Park improvements, pruning or removal of vegetation. For purposes of this Easement pruning or removal of vegetation that has overgrown or blocked surface Easement Improvements does not require prior notice to the CITY.

The COUNTY shall obtain a permit or other license or form of permission from the Superintendent of Parks and Recreation or duly authorized official and pay such fees or other charges as may be applicable or negotiated prior to any use or occupation of the "Park Land" outside of the Easement Area, except temporary parking for one to three maintenance vehicles in the "Park Land" parking lot (if applicable).

All activities of the COUNTY under this Easement Agreement shall be completed without delay by COUNTY employees or by a qualified, licensed and bonded contractor, at the sole expense of the COUNTY and, upon completion of such permitted activity, the COUNTY shall immediately remove all equipment and debris and restore all disturbed topography, vegetation, landscape features and improvements, to their condition immediately prior to the initiation of such activity, unless otherwise mutually agreed in writing.



3. CITY's Rights. The CITY shall have the continuing right to use the Easement Area, so long as such use does not interfere with the easement rights of the COUNTY and does not obstruct or endanger the usefulness of any Easement Improvements now or hereafter maintained by the COUNTY in the Easement Area. Except in case of emergency, prior to any construction in the Easement Area and prior to any activity by the CITY that requires use of the subsurface of the Easement Area the CITY shall notify the COUNTY in writing and shall provide the COUNTY with a copy of all plans and specifications for such proposed construction activity for review at least thirty (30) days prior to the commencement of such construction. Except in case of emergency, the CITY shall not commence such construction or activity unless and until it has received the COUNTY's prior written consent that the CITY's proposed construction or activity will not interfere with the COUNTY's rights under this Easement Agreement. The County's review and, if applicable, approval of the CITY's plans and specifications shall be strictly limited to the facilities and/or excavation shown on the plans and specifications submitted to the COUNTY and shall in no event constitute or be construed as a certification of the adequacy or sufficiency of the CITY's plans and specifications nor whether the CITY's construction or activity complies with other applicable laws, building codes and other governmental rules and regulations. For purposes of this Easement Agreement, landscaping activities in the Easement Area that do not obstruct or endanger the usefulness of Easement Improvements and that do not disturb that portion of the subsurface within five (5) feet from the wastewater pipeline do not require notice to and approval by the COUNTY.

Except as otherwise provided herein, and after the date of this Easement Agreement, the construction, installation, or maintenance of any structures, whether temporary or permanent, shall be absolutely prohibited within the Easement Area and shall be deemed an unreasonable interference with the COUNTY's easement rights unless specifically approved in writing by the COUNTY as provided above, which approval shall not be unreasonably withheld. For purposes of this Easement Agreement, signs, trails, and temporary protections for new or sensitive vegetation installed by or with the permission of the CITY are permitted.

4. Compliance with Laws; Indemnity. The COUNTY shall at all times exercise its rights under this Easement Agreement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. The COUNTY shall indemnify, defend, at the option of the CITY, and hold harmless the CITY, its successors and assigns, from any and all claims, damage, costs (including attorneys' fees) and liability arising in any way from acts or omissions, whether negligent or intentional, of the COUNTY, or its agents, employees or contractors, in connection with this Easement Agreement, the Easement, the Easement Area, the "Park Land" or the Easement Improvements. The COUNTY's obligations



under this paragraph do not include claims, damage or liability to the extent caused by the CITY's negligence.

5. Costs. If the COUNTY violates the terms of this Easement Agreement, requiring action by the CITY, the COUNTY shall reimburse the CITY for its reasonable costs for "Park Land" restoration, vegetation, replanting, trail or other improvement reconstruction or for repair of Easement Improvements. The COUNTY shall reimburse the CITY within forty-five (45) days of the CITY providing adequate documentation of such costs to the COUNTY. In addition, if the COUNTY fails to obtain permits required under this Easement Agreement, the CITY shall be entitled, in addition to other remedies, to recover from the COUNTY all applicable fees for the COUNTY's use of the "Park Land".

6. Notices. Any notices required or permitted under this Easement Agreement shall be personally delivered or sent by certified mail, return receipt requested and shall be deemed given three (3) days following the date when mailed or one (1) business day following personal delivery. All notices shall be sent to the following addresses:

To the COUNTY: King County
 Wastewater Treatment Division
 Managing Supervisor,
 Regulatory Compliance and Land
 Acquisitions
 Mailstop: KSC-NR-0512
 201 South Jackson Street, Suite 512
 Seattle, WA 98104-3855

To the CITY: City of Seattle
 Department of Parks and Recreation
 Real Estate Management
 800 Maynard Avenue South
 4th Floor
 Seattle, WA 98134-1336

8. General. The COUNTY shall have the right to assign its rights under this Easement Agreement, in whole or in part, only to a governmental agency that is a functional successor and only upon such successor's express assumption of obligations and liabilities under this Easement Agreement.



EXHIBIT A

Legal Description of Easement Area

[Note: Each easement described in the ordinance will have a separate Easement Agreement, and the legal description will be included as Exhibit A.]



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Parks and Recreation	Terry Dunning / 684-4860	Jennifer Devore / 615-1328

Legislation Title:

AN ORDINANCE relating to the "Agreement for Sewage Disposal" between the City of Seattle and the Municipality of Metropolitan Seattle dated January 26, 1961 and amended by "Supplemental Agreement No. 2" executed February 15, 1962; authorizing the Superintendent of Parks and Recreation to convey easements to King County over and through various park lands in partial satisfaction of City of Seattle obligations under the "Agreement for Sewage Disposal".

• **Summary of the Legislation:**

This legislation authorizes the Superintendent of Parks and Recreation to execute Waste Water Pipe Easement Agreements with King County in partial satisfaction of City obligations under the 1961 Agreement for Sewage Disposal between the City and the Municipality of Metropolitan Seattle.

• **Background:**

In 1961 the City and County agreed to transfer ownership of wastewater pipes throughout the City to the County; the City received \$6,189,780 in return (Ordinance 89363). (The original settlement agreement amount was \$6,285,660; it was later reduced to \$6,189,780 in a Supplemental Agreement.) At the time of the transfer the City was still paying off bonds that had been sold to pay for the wastewater pipes; therefore, property transfers could not be completed until those bond obligations had been retired. One of the provisions of the 1961 Agreement was that the City would continue to own the pipes and pay the principal and interest on the bonds until they were retired. Those obligations have been met and the County is seeking to complete the agreed property transfers at this time.

This legislation affects Park property in several locations (see Attachment 1) and all of the wastewater pipes have been in place for many years. Companion legislation will be presented by Seattle Public Utilities addressing transfers and assignments of rights in other locations throughout the City.

- *Please check one of the following:*

This legislation does not have any financial implications.

- **Is the legislation subject to public hearing requirements:** Yes, the legislation will be subject to a public hearing pursuant to Ordinance 118477 (January 1997) which requires a public hearing in order to exempt underground utilities (in this case sewer pipes) from providing replacement property when the utility structure is located on Parks and Recreation property.

Attachment 1: Map of Easement Locations



Seattle Parks and Recreation

Puget Sound

Lake Washington

Elliot Bay

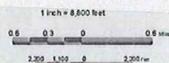
Legend

 Easement Locations

©2010, CITY OF SEATTLE
All rights reserved.

No warranties of any sort, including accuracy, fitness or merchantability accompany this product.

Map date: July 22, 2010



CAD: g:\work\61.mxd



City of Seattle
Office of the Mayor

July 20, 2010

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

Dear Council President Conlin:

I am transmitting the attached proposed Council Bill that authorizes conveyance of easements to King County for various wastewater pipes throughout the City. These grants of easements are recommended to satisfy part of the City's obligations under an agreement with the Municipality of Metropolitan Seattle (Metro), dating from 1961 (1961 Agreement).

The 1961 Agreement provided for an exchange of assets between the two entities. The City was to convey wastewater pipes and property rights for the wastewater pipes in exchange for payment of \$6,189,780. The 1961 Agreement called for the City to convey the pipes and the associated property rights *after* retirement of the bonds associated with the wastewater pipes. Metro paid the City and began operating and maintaining the wastewater lines shortly after the execution of the 1961 Agreement. The City has retired the bonds and King County (Metro's successor) is now requesting that the pipes and property rights be transferred.

This proposed legislation transfers legal title from the City to King County for the sewer properties and facilities under the jurisdiction of Seattle Public Utilities and sewer pipes crossing Department of Parks and Recreation property. Seattle Public Utilities is proposing a similar ordinance to transfer legal title to the sewer properties and facilities from SPU to King County, as successor to METRO, in fulfillment of SPU's obligations under the 1961 Agreement.

Approval of this legislation satisfies City obligations created many years ago in prior legislation. If you have any questions regarding this legislation, please contact Terry Dunning at Parks and Recreation at 684-4860, or Keith Kurko at SPU at 233-1516.

Sincerely,

Dayle A. Smith Deputy Mayor
for

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.

261959
CITY OF SEATTLE, CLERKS OFFICE

No. TITLE ONLY

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

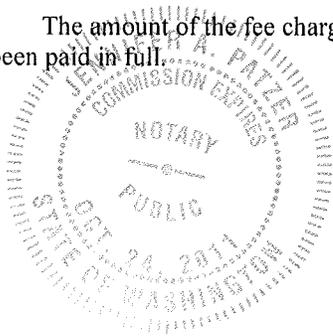
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:123415-419,421-424

was published on

10/20/10

The amount of the fee charged for the foregoing publication is the sum of \$ 136.50, which amount has been paid in full.



[Handwritten signature]

Subscribed and sworn to before me on

10/20/10

[Handwritten signature]

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following legislation, passed by the City Council on October 4, 2010, and published here by title only, will be mailed upon request, or can be accessed at <http://clerk.seattle.gov>. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 123415

AN ORDINANCE relating to a grant from the Washington State Department of Commerce allocated through the American Recovery and Reinvestment Act of 2009; accepting the grant funds, authorizing the City of Seattle's Office of Economic Development to execute related agreements, appropriating and authorizing the disbursement of grant funds to provide credit enhancement support, increasing appropriations in the 2010 Adopted Budget for the Office of Economic Development and Office of Sustainability and Environment, and ratifying and confirming prior acts.

ORDINANCE NO. 123416

AN ORDINANCE relating to City streets, renaming the segment of Airport Way South between 4th Avenue South and South Charles Street from Airport Way South to Seattle Boulevard South.

ORDINANCE NO. 123417

AN ORDINANCE relating to the Bridge Rehabilitation and Replacement project; and authorizing the Director of the Department of Transportation to acquire, accept, and record, on behalf of the City of Seattle, a permanent Maintenance Easement from SPO, LLC, a Washington limited liability company (SPO), for the purpose of inspecting, maintaining, cleaning, repairing, and replacing a wall supporting the north approach of the Airport Way South Viaduct (Viaduct) in connection with the Airport Way South Viaduct Over Argo Railroad Yard project.

ORDINANCE NO. 123418

AN ORDINANCE relating to the Mercer Corridor West Project; authorizing the execution of an agreement between The City of Seattle and IRIS Holdings, LLC, relating to the extension of Sixth Avenue North between Mercer and Harrison streets.

ORDINANCE NO. 123419

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

ORDINANCE NO. 123421

AN ORDINANCE relating to the sale of City real property for mixed-use development; authorizing the sale of the site located at 12th Avenue and East Jefferson Street to Capitol Hill Housing Improvement Program or its designee; authorizing the Director of the Office of Housing to execute, deliver, and administer the contract for sale of land, deed and related documents; authorizing other actions related to the use and disposition of the property; and ratifying and confirming prior acts.

ORDINANCE NO. 123422

AN ORDINANCE relating to Seattle Public Utilities; authorizing the transfer to King County of certain real property rights and sewer facilities under the jurisdiction of Seattle Public Utilities by quit claim and bill of sale, in partial satisfaction of City of Seattle obligations under the "Agreement for Sewage Disposal" dated January 26, 1961, between the City of Seattle and the Municipality of Metropolitan Seattle, as amended, and authorizing execution of deeds and other documents necessary to accomplish said transfer.

ORDINANCE NO. 123423

AN ORDINANCE relating to the "Agreement for Sewage Disposal" between the City of Seattle and the Municipality of Metropolitan Seattle dated January 26, 1961 and amended by "Supplemental Agreement No. 2" executed February 15, 1962; authorizing the Superintendent of Parks and Recreation to convey easements to King County over and through various park lands in partial satisfaction of City of Seattle obligations under the "Agreement for Sewage Disposal".

ORDINANCE NO. 123424

AN ORDINANCE relating to environmental review of the Alaskan Way Viaduct Replacement Project, and ratifying and confirming certain prior acts.

Publication ordered by the City Clerk
Date of publication in the Seattle Daily
Journal of Commerce, October 20, 2010.
10/20(261959)