

Ordinance No. 123637

Council Bill No. 117194

AN ORDINANCE authorizing the sale of City property, in Block 72 of D.T. Denny's Home Addition to the City of Seattle, to the Washington State Department of Transportation for transportation purposes and the temporary lease back of the site located at 401 Aurora Avenue North; authorizing the Director of Transportation to execute, deliver and administer the agreement, deed, lease and related documents; authorizing other actions related to the use and disposition of the property; and ratifying and confirming prior acts.

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: *Tom Rasmussen*

Committee Action:

Date	Recommendation	Vote
6-14-11	Pass AS Amended ^②	TRTBNL 3-0

Related Legislation File:

Date Introduced and Referred: <u>6.6.11</u>	To: (committee): <u>Transportation</u>
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: <u>6/20/11</u>	Date Presented to Mayor: <u>6/21/11</u>
Date Signed by Mayor: <u>6.23.11</u>	Date Returned to City Clerk: <u>6.23.11</u>
Published by Title Only <input checked="" type="checkbox"/>	Date Vetoed by Mayor:
Published in Full Text <input type="checkbox"/>	Date Passed Over Veto:
Date Veto Published:	Date Returned Without Signature:

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

Full Council Action:

Date	Decision	Vote
<u>6/20/11</u>	<u>PASSED</u>	<u>8-0 (excused: O'Brien)</u>

Law Department

ORDINANCE 123637

1
2 AN ORDINANCE authorizing the sale of City property, in Block 72 of D.T. Denny's Home
3 Addition to the City of Seattle, to the Washington State Department of Transportation for
4 transportation purposes and the temporary lease back of the site located at 401 Aurora
5 Avenue North; authorizing the Director of Transportation to execute, deliver and
6 administer the agreement, deed, lease and related documents; authorizing other actions
7 related to the use and disposition of the property; and ratifying and confirming prior acts.

8 WHEREAS, the City of Seattle (the "City"), through the Seattle Department of Transportation,
9 ("SDOT") has cooperated with the Washington State Department of Transportation
10 (the "State") and desires to sell the property located at 401 Aurora Avenue North, Seattle,
11 Washington 98109, commonly referred to as the Rubble Yard Property (the "Rubble
12 Yard"); and

13 WHEREAS, Ordinance 98605 authorized the City to acquire the Rubble Yard for highway
14 purposes in 1970 and pursuant to Ordinance 98964, the City accepted the deed for this
15 property; and

16 WHEREAS, the State desires to purchase the Rubble Yard for \$19,800,000 and the City and the
17 State have negotiated the terms of an escrow agreement for sale of the property to the
18 State; and

19 WHEREAS, the City needs continued possession of the Rubble Yard through September 30,
20 2011 for use as a centralized maintenance yard; and

21 WHEREAS, the City and the State have negotiated the terms of a lease for the City's continued
22 use of the Rubble Yard after the property is sold to the State through the term of the
23 lease; NOW, THEREFORE,

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

25 Section 1. The Director of Transportation, or his designee, is authorized, on behalf of
26 the City of Seattle, to enter into an agreement with the State, substantially in the form of the
27 Escrow Agreement attached hereto as Attachment 1, to sell the following to the State:

28 Lots 1 through 11, inclusive, in Block 72 of D.T. Denny's Home Addition to the City
of Seattle, as per plat recorded in Volume 3 of Plats, page 115, records of King
County;



1 TOGETHER with the vacated alley (Ordinance No. 73428) adjoining said lots;

2 EXCEPT the east 12 feet of said Lots 1 to 6;

3 AND EXCEPT the west 12 feet of said Lots 7 to 10, as condemned for street
4 purposes in King County Superior Court Cause No. 193437, as provided by
5 Ordinance 50890 of the City of Seattle;

6 AND EXCEPT that portion of Lots 1 and 11 and the vacated alley adjoining, as
7 condemned for street purposes in King County Superior Court Cause No. 486551, as
8 provided by Ordinance 84452 of the City of Seattle;

9 Situate in the County of King, State of Washington.

10 Section 2. The Director of Transportation, or his designee, is further authorized to
11 execute and deliver, on behalf of the City of Seattle, a Quitclaim Deed to the State substantially
12 in the form of Attachment 2 upon satisfaction of the conditions contained in the Escrow
13 Agreement.

14 Section 3. The Director of Transportation, or his designee, further is authorized to enter
15 into a Commercial Displacee Lease with the State, substantially in the form attached hereto as
16 Attachment 3, for the storage of equipment, vehicles, and materials as described therein.

17 Section 4. Proceeds from the sale of the property will be deposited into the
18 Transportation Operating Fund. However, none of the proceeds from the sale of the property
19 shall be appropriated for any purpose until the Director of Transportation has presented to the
20 Council and the Council has approved through a separate ordinance a specific plan for use of the
21 proceeds.

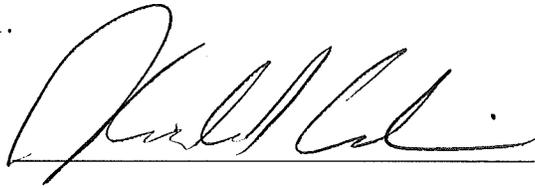
22 Section 5. Any act consistent with the authority of this ordinance taken prior to its
23 effective date is hereby ratified and confirmed.
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1 Section 6. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

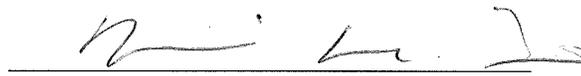
4 Passed by the City Council the 20th day of June, 2011, and
5 signed by me in open session in authentication of its passage this

6 20th day of June, 2011.

7
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9 

10 President _____ of the City Council

11
12 Approved by me this 23rd day of June, 2011.

13
14 

15 Michael McGinn, Mayor

16
17 Filed by me this 23rd day of June, 2011.

18
19 

20 City Clerk

21 (Seal)

22
23 Attachment 1: Escrow Agreement

24 Attachment 2: Quitclaim Deed

25 Attachment 3: Commercial Displacee Agreement



ESCROW AGREEMENT

TO: Linda Richards

Rainier Title Escrow
841 Central Avenue North Suite C-215
Kent, WA 98032-2016

Your Reference: 613216

CUSTOMER REFERENCE: (SR99/AWV)

401 Aurora Avenue N.
Seattle, WA 98109
The City of Seattle

Parcel No.: 1-22308
Tax Parcel: 198820-1090

The City of Seattle, a municipal corporation ("Seller") is selling certain real property (the "Property") to the State of Washington, acting by and through its Department of Transportation (Purchaser). The Property is legally described by the Rainier Title Second Preliminary Commitment for Title Insurance Order No. 613216, dated February 2, 2011 (the "Title Commitment"). Seller and Purchaser agree and direct you to close this escrow in accordance with the following instructions. Closing is scheduled for June 1, 2011.

The total Purchase Price for the Property is Nineteen Million Eight Hundred Thousand and No/100 Dollars (\$19,800,000.00) (the "Purchase Price"). The Purchase Price is payable in cash or immediately available funds at closing.

A. Closing Documents. The following documents have been or will be delivered to you for execution, acknowledgement, recording, filing and/or delivery in accordance with these instructions:

1. A QUIT CLAIM DEED from the Seller to the State of Washington, acting by and through its Department of Transportation as Purchaser, conveying the Property.
2. Real Estate Excise Tax Affidavit to be executed by Purchaser and Seller.
3. Certificate of Non-Foreign Status to be executed by Seller.
4. A lease agreement (the "Lease") between Seller and Purchaser for the Property, to be executed by Purchaser and Seller, to be effective at closing.
5. A State warrant payable solely to the above Escrow Agent, in the amount of \$19,800,393.25 .

B. Conditions of Closing. You may close the above-referenced escrow only upon fulfillment of the conditions set forth below:

1. The exceptions shown on your Title Commitment shall be disposed of as follows:



- 1: Delete: State Exempt per WAC 458-61A-205
- 2: Delete: State Exempt per WAC 458-61A-205
- 3: Delete: Purchaser is exempt per WAC 458-61A-205
- 4: Delete. Note: special assessments for 2011 not shown. See D2 General Instructions. Purchaser is subject only to second half.
- 5: Delete. Name and address of taxpayer.
- 6: Delete. Vesting document
- 7: Delete: Out STR #1
8. Delete: Out STR #1
9. Delete: Clear in Escrow, leasehold affidavit
10. Delete. Proposed insured is State of Washington.
11. Subject to.
12. Subject to.

2. You hold the documents, duly executed by Seller and Purchaser and acknowledged where required, and any funds from Buyer necessary to comply with these instructions and the Agreement, including payment of the Purchase Price.

3. Purchaser and Seller have each approved their respective Settlement Statements prepared by you. In preparing such statements, payment of all real estate excise tax, escrow fees, title fees, recording fees and all other costs that may be incurred in closing this transaction are to be allocated between Purchaser and Seller in accordance with these instructions.

C. Closing Procedures. In closing this escrow, you are instructed to adhere strictly to the procedures set forth below. All requirements with respect to closing shall be considered as having taken place simultaneously, and no delivery or payment shall be considered as having been made until all deliveries, payments and closing transactions have been accomplished. Final statements will be available after recording and disbursement of funds.

All documents to be recorded shall be recorded with the King County Recorder by _____ 201__.
On the date of such Closing, please complete the following in the sequence provided:

1. Date any of the documents listed in Section A as of closing.
2. Record the following documents in the order stated:
 - a. The Quit Claim Deed
3. Disburse the funds received pursuant to Paragraph A.5 as follows:
 - a. To you, an Escrow Fee of \$350.00 plus sales tax in the amount of \$33.25.
 - b. To King County, Real Estate Excise Tax in the amount of \$10.00, if applicable, which includes the \$5.00 State Technology fee per RCW 82.45



- c. Remit \$19,800,000 by check to Seller at The City of Seattle, Department of Transportation, Attn: Larry Huggins, 700 5th Avenue, #3900, Seattle, WA 98124, with your CLOSING DETAIL STATEMENT.
- d. Issue standard form Owner's policy of title insurance in the sum of \$19,800,000.00 insuring the State of Washington, Department of Transportation, as owner of the appropriate interest conveyed. Policy will show special exceptions 11 and 12.
- e. Prepare the "Closing Detail Statement" as explained on page 5 hereof.

D. General Instructions

1. Please do not withhold any sums to assure payment of any utility service charges. Any closing costs, including those fees listed as title charges, recording and transfer charges, and/or additional settlement charges, are to be charged to the Purchaser and shown as such on the settlement statement. No recording fee or excise tax is to be charged to the Seller. Fees are to be billed directly to Hope Jennings at 999 Third Ave., Ste 2424, MS NB 82-230, Seattle, WA 98104-4044. Please note that the initial preliminary commitment premium should have been previously paid.
2. General taxes are exempt.
3. Deliver to Seller [address] (i) take-off copies of the recorded documents, (ii) a counterpart original of the Lease, and (iii) copies of all other Closing documents. Deliver Purchaser's documents as follows:
 - a. As soon as possible after recording, please E-mail or fax, the enclosed recording and disbursement form to the Region office. Fax No. 206-805-2899. E-mail jenninm@wsdot.wa.gov.
 - b. Upon completion of closing, mail recorded instruments to Dan Leland, PO Box 47338, Olympia, Washington, 98504-7338.
 - c. Upon completion of closing mail closing detail statement and title policy to State of Washington, Department of Transportation, 999 Third Ave., Ste 2424, MS NB 82-230, Seattle, WA 98104-4044, Attn: Hope Jennings, Real Estate Services.
 - d. When ready to vest title in the State of Washington, Department of Transportation, record the instrument shown in Instruction 2 above and prepare CLOSING DETAIL STATEMENT as explained on page 5 hereof.



Seller: City of Seattle, a municipal corporation

Purchaser:

State of Washington
Department of Transportation

By: _____
Hope Jennings, Authorized Agent

Type Name Date
Phone No. _____

Type Name Date
Phone No. _____



CLOSING DETAIL STATEMENT

As indicated on the Escrow Agreement, the Escrow Agent shall furnish, upon completion of the closing of the escrow transaction, a CLOSING DETAIL STATEMENT, which shall show thereon:

- (a) The total amount of escrowed funds.
- (b) The fee for escrow services and a statement that the entire escrow fee has been paid solely by the State;
- (c) The date on which the Escrow Agent disburses funds to the Seller(s);
- (d) Date of closing of the escrow;
- (e) Sums, if any, withheld from distribution to Seller(s) at time of closing, and for what reason;*
- (f) Endorsements to the effect that
 1. The statement has been read by the Seller(s), is approved, and acknowledgment of receipt of the funds indicated as the net balance due from the Escrow Agent.
 2. The closing officer certifies that the statement is true and correct.

*In case the Escrow Agent has withheld funds from distribution to the Seller(s) for any reason, the Escrow Agent shall furnish to the State copies of correspondence transmitting such withheld funds at the time of their final disposition.



Gretchen M. Haydel
SDOT Escrow Agreement ATT 1
April 20, 2011
Version Final

State of Washington, Department of Transportation
999 Third Ave., Ste 2424 MS NB 82-230
Seattle, WA 98104-4044
Attn: Hope Jennings, Real Estate Services

State Parcel Number: 1-22308
Preliminary Commitment Number: 459354

Attached is the information requested per the Escrow Agreement

Document: _____

Date Recorded _____ Recording No. _____

Document: _____

Date Recorded _____ Recording No. _____

DATE OF DISBURSEMENT OF FUNDS: _____

Escrow Company: Rainier Title
Address: 841 Central Ave North Suite C-215
Kent, WA 98032



DATE: _____

The City of Seattle
Department of Transportation
Attn: Larry Huggins
700 5th Avenue, #3900
Seattle, WA 98124

RE: Tax Parcel No. 198820-1090
SR99/S. King St. to Lenora St.

Dear Mr. Huggins:

This is to advise you that as a result of the State's acquisition of all or a portion of your property for public purposes, you may be entitled to a refund of certain prepaid real property taxes pursuant to the provisions of RCW 84.60.050(2).

Your deed to the State of Washington will be recorded in the County Auditor's Office as a part of the escrow closing of your sale to the State.

In order to determine whether this sale qualifies for such a refund, please take the following steps:

Take this letter and the recording data for the deed to the County Assessor's and/or County Treasurer's Office.

The Assessor of the County in which the real property is located will determine the amount of refund to which you may be entitled. The Treasurer of that county will make payment of such refund, if any.

Sincerely,

Larry Ellington
Real Estate Project Manager



Gretchen M. Haydel
SDOT Quitclaim Deed ATT 2
April 20, 2011
Version Final

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
PO Box 47338
Olympia, WA 98504-7338

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE

Document Title: Quitclaim Deed
Reference Number of Related Documents:
Grantor(s): The City of Seattle, a municipal corporation
Grantee(s): State of Washington, Department of Transportation
Legal Description: Lots 1-11, Block 72, D.T. Denny's Home Add, Vol 3, pg 115
Additional Legal Description is on Page 4 of Document.
Assessor's Tax Parcel Number: 198820-1090

QUITCLAIM DEED

State Route 99, Battery St. Tunnel to Comstock St.

The Grantor, The City of Seattle, a municipal corporation, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, convey(s) and quitclaim(s) to the **State of Washington, acting by and through its Department of Transportation, Grantee**, the following described real property, and any after acquired interest therein, situated in King County, in the State of Washington.

For legal description and additional conditions
See Exhibit A attached hereto and made a part hereof.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless

FA No. F-099 ()
Project No. U09936E
Parcel No. 1-23308



QUITCLAIM DEED

and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

Dated: _____, _____

THE CITY OF SEATTLE, a municipal corporation

By: _____

Its: _____

By: _____

Its: _____

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____

James M. Salter, Mega Projects
Real Estate Services Manager

Date: _____



QUITCLAIM DEED

County of _____)

On this _____ day of _____ before me personally appeared _____ and _____ to me known to be the _____ and _____ of the City of Seattle, Washington, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and each on oath stated that he/she/they was/were authorized to execute said instrument by resolution of the _____ of said City, and that the seal affixed is the official seal of said City.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

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

My commission expires _____



QUITCLAIM DEED

EXHIBIT A

Lots 1 through 11, inclusive, in Block 72 of D.T. Denny's Home Addition to the City of Seattle, as per plat recorded in Volume 3 of Plats, page 115, records of King County;

TOGETHER with the vacated alley (Ordinance No. 73428) adjoining said lots;

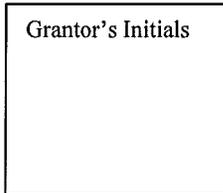
EXCEPT the east 12 feet of said Lots 1 to 6;

AND EXCEPT the west 12 feet of said Lots 7 to 10, as condemned for street purposes in King County Superior Court Cause No. 193437, as provided by Ordinance No. 50890 of the City of Seattle;

AND EXCEPT that portion of Lots 1 and 11 and the vacated alley adjoining, as condemned for street purposes in King County Superior Court Cause No. 486551, as provided by Ordinance No. 84452 of the City of Seattle;

Situate in the County of King, State of Washington.

Grantor's Initials



Lease No.: NA-7-12934

I.C. No.: 7-17-09300

Parcel No.: 1-22308

Fed. Aid No.: N/A

Project: SR 99, Battery St. Tunnel to Comstock St.

COMMERCIAL DISPLACEE LEASE

The WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereinafter called "WSDOT," and serving in the capacity of landlord, does hereby rent and lease unto The City of Seattle, a municipal corporation, acting through its Department of Transportation, hereinafter called "TENANT," and TENANT does hereby lease from the WSDOT that certain property (the Leased Premises) situated in King County, Washington and described below and shown hachured on Exhibit "A" attached hereto and by this reference incorporated herein:

Lots 1 through 11, inclusive, in Block 72 of D.T. Denny's Home addition to the City of Seattle, as per plat recorded in Volume 3 of Plats, Page 115, records of King County;

Together with the vacated alley (Ordinance No. 73428) adjoining said lots;

Except the East 12 feet of said Lots 1 to 6;

And except the West 12 feet of said Lots 7 to 10, as condemned for street purposes in King County Superior Court Case No. 193437, as provided by Ordinance No. 50890 of the City of Seattle;

And except that portion of Lots 1 and 11 and the vacated alley adjoining, as condemned for street purposes in King County Superior Case No. 84452 of the City of Seattle;

Situated in the County of King, State of Washington.

WHEREAS, the land and premises to be leased are not presently needed for highway purposes; AND

WHEREAS, WSDOT is granted authority to lease property under RCW 47.12.120;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **TERM.** The term of this Lease shall commence at 12:01 a.m. on the date WSDOT takes possession of the Leased Premises, which the parties anticipate to be on or about



June 1, 2011 (Commencement Date), and shall terminate not later than 11:59 p.m., September 30, 2011. For the purposes of this Lease, "possession of the Leased Premises" shall mean that date of closing for the Leased Premises.

2. **CONSIDERATION.** TENANT'S use of the Leased Premises for the storage of equipment, vehicles and material that are used for road and street purposes is hereby deemed of highway benefit, and serves a highway purpose and is equivalent in value to economic rent for the property. WSDOT shall have the right to review any change in the use of the Premises. If the TENANT uses any portion of the property for non-transportation purposes, WSDOT may require that the TENANT begin paying rent.

3. **RELOCATION ASSISTANCE.** TENANT and WSDOT acknowledge that TENANT may be entitled to relocation assistance payments as authorized by Chapter 8.26 RCW.

4. **ENCUMBRANCES.** It is expressly understood that the TENANT shall not encumber the Leased Premises.

5. **USE OF PREMISES.**

A. No uses other than storage of equipment, vehicles and materials related to road and street purposes are permitted without the prior written approval of WSDOT. In using the Leased Premises, the TENANT shall comply with all policies and regulations heretofore or hereafter promulgated by WSDOT relative to the location, operation, and maintenance of improvements located on the Leased Premises.

B. In using the Leased Premises, it is expressly agreed that 1) the TENANT at all times must comply with all federal, state, and local laws, regulations, ordinances, and environmental requirements that are in force or which may hereafter be in force which affect the operations conducted on the Leased Premises, and 2) must secure all necessary permits and licenses necessary and incidental to any operation under this Lease and give all notices required by such permits and licenses. The TENANT hereby agrees to hold harmless WSDOT from all claims or suits resulting from TENANT'S failure to comply with such requirements. Direct access to ramps or traveled lanes of limited access highways is not permitted.

C. The TENANT shall perform or cause to be performed at its expense all maintenance of the Leased Premises which will include, but not be limited to, keeping the Leased Premises in good condition, as to safety to the reasonable satisfaction of WSDOT.

D. TENANT hereby covenants that no illegal drug activity will be conducted by the TENANT on the Leased Premises. Drug related activity means any activity that constitutes a violation of Chapter 69.41, 69.50, or 69.52 RCW. In the event that TENANT



violates this provision, this Lease may be terminated by WSDOT by giving three (3) days written notice to TENANT.

6. ENVIRONMENTAL REQUIREMENTS.

A. TENANT represents, warrants and agrees that it will conduct its activities on the Leased Premises in compliance with all applicable environmental laws. Further, TENANT represents, warrants and agrees that with regard to the disposal, removal and transport of any hazardous or toxic substances removed from the premise, TENANT shall comply with all applicable Environmental Laws. As used in this Lease, the term "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et. seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., and Washington or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto, including all amendments and/or revisions to said laws and regulations.

B. Toxic or hazardous substances are not to be stored on the Leased Premises without the express written permission of WSDOT. TENANT shall be allowed to store and operate vehicles related to the authorized use of the Leased Premises. For the purposes of this Lease, "Hazardous Substances," shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq., and the Washington Model Toxics Control Act, RCW 70.105D et seq., including all amendments and/or revisions to said laws and regulations, and shall include gasoline and other petroleum products. In the event such permission is granted, the use and disposal of such materials must be done in a legal manner by the TENANT.

C. TENANT agrees to cooperate in any environmental investigations conducted by WSDOT staff or independent third parties where there is evidence of contamination on the Leased Premises, or where WSDOT is directed to conduct such audit by an agency or agencies having jurisdiction. TENANT will reimburse WSDOT for the cost of such investigations, where the need for said investigation is determined to have been caused solely by the TENANT's operations. TENANT will provide WSDOT with notice of any inspections of the Leased Premises, notices of violations, and orders to clean up contamination. TENANT will permit WSDOT to participate in all settlement or abatement discussions. In the event that the TENANT fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within Ninety (90) days of such notice, WSDOT may elect to perform such work, and the TENANT covenants and agrees to reimburse WSDOT for all direct and indirect costs associated



with WSDOT's work where those costs are determined to have resulted from the TENANT's use of the Leased Premises

D. For the purposes of this Lease, "Costs" shall include, but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and attorney fees and other litigation costs incurred in complying with state or federal environmental laws, which shall include, but not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et. seq.; the Clean Water Act, 33 U.S. C. § 1251 et. seq.; the Clean Air Act, 42 U.S.C. § 7401 et. seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et. seq.; and the Washington Model Toxics Control Act, Ch. 70.105D RCW, et. seq., including all amendments and/or revisions to said laws and regulations.

E. TENANT agrees to defend, indemnify and hold harmless WSDOT from and against any and all claims, causes of action, demands and liability including, but not limited to, any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees associated with the existence of, and/or removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Leased Premises, during the period in which the TENANT owned or occupied the Leased Premises, by means other than the activities of WSDOT, including those that may have migrated from the Leased Premises through water or soil to other properties, including without limitation, the adjacent WSDOT property and which are caused by or result from the TENANT's activities on the Leased Premises. TENANT further agrees to retain, defend and indemnify and hold WSDOT harmless from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any Hazardous Substances removed from the Leased Premises.

F. The provisions of this paragraph shall survive the termination of this Lease.

7. FIXTURES, IMPROVEMENTS AND WSDOT'S PERSONAL PROPERTY. TENANT shall not remove any WSDOT-owned materials, fixtures or improvements, alter or make improvements to the Leased Premises unless agreed to by WSDOT in advance and in writing, and any such materials, fixtures and improvements not sold to TENANT by WSDOT shall remain upon and be surrendered with the Leased Premises at the termination of this Lease, provided that TENANT's ownership of any improvements allowed by WSDOT will be subject to the terms and conditions of the agreement allowing the improvements.

8. PERSONAL PROPERTY. WSDOT shall not be liable in any manner for or on account of any loss or damage sustained to any property of whatsoever kind stored, kept, or maintained on or about the Leased Premises, except for such claims or losses which may be caused by WSDOT or its authorized agents or employees. Upon termination of this Lease or upon abandonment of the Leased Premises by the TENANT, WSDOT or its agent may remove all personal property of the TENANT from the Leased Premises at the TENANT's expense and



dispose of it in any manner WSDOT deems appropriate. TENANT agrees to reimburse WSDOT for any costs it incurs in such removal and disposal within thirty (30) days of the date of WSDOT's invoice.

9. TENANT'S ACCEPTANCE OF PREMISES AND MAINTENANCE OBLIGATIONS.

A. TENANT has examined the Leased Premises, including the buildings and all furnishings, and accepts them in their present condition and state of repair as part of the consideration of this Lease. TENANT agrees to maintain the Leased Premises, including the land, driveways, parking areas, buildings, landscaping, furniture, fixtures, and appurtenances, in a neat, clean, and sanitary condition, and, where needed, provide for snow removal. The TENANT shall perform or cause to be performed at TENANT's expense all routine maintenance and day-to-day upkeep of the Leased Premises.

B. Prior to the expiration of the Lease, the Leased Premises shall be cleared of all rubbish, debris, temporary structures, and equipment, and shall be left in a condition reasonably satisfactory to WSDOT. The cost to WSDOT for correcting damages caused by the TENANT shall be paid by the TENANT. Unpaid damage charges will be referred to a collection agency.

10. WSDOT'S RESERVATION OF RIGHT TO MAINTAIN AND GRANT UTILITY FRANCHISES AND PERMITS.

A. WSDOT reserves the right for utility franchise and permit holders to enter upon the Leased Premises to maintain, repair and enhance existing facilities and install new utilities and, for itself, to grant utility franchises and/or permits across the Leased Premises. Such installation will be accomplished in such a manner as to minimize any disruption to the TENANT. The franchise/permit holder will be required to restore paving and grading damaged by the installation.

B. TENANT will not disturb markers installed by a franchise/permit holder and will contact and provide notice to any franchise/permit holder and all owners of underground facilities prior to any excavation. TENANT shall contact WSDOT and call the Underground Utility Locating Service, or its successor organization as part of its efforts to ascertain any and all owners of underground utility facilities and to locate the utility. The TENANT shall not damage legally installed underground utilities. TENANT shall comply with all applicable provisions of Ch. 19.122 RCW relating to underground facilities.

11. TAXES, ASSESSMENTS, AND UTILITIES. TENANT agrees to pay all taxes and assessments which are the result of TENANT's use or otherwise benefit the Leased Premises



and/or which may hereafter become a lien on the interest of the TENANT in accordance with RCW 79.44.010. The TENANT shall pay all taxes which may hereafter be levied or imposed upon the interest of the TENANT or by reason of this Lease. The TENANT is responsible for and agrees to pay for utilities, including surcharges, fuel adjustments, rate adjustments and taxes that serve the Leased Premises.

12. CONSTRUCTION, REPAIR, ALTERATION.

A. No new construction, repair or improvement of the Leased Premises is authorized or allowed by this Lease. Nothing in this Lease shall be deemed to make the TENANT the agent of WSDOT for any such unauthorized work. The TENANT acknowledges that WSDOT may not, and shall not, be subject to claims or liens for labor or materials in connection with such activities by the TENANT.

B. TENANT shall at all times indemnify and hold harmless WSDOT from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Leased Premises, and from the cost of defending against such claims, including attorney fees.

C. In the event a lien is filed upon the leased premises, TENANT shall either:

1. Record a valid Release of Lien, or
2. Deposit sufficient cash with WSDOT to cover the amount of the claim on the lien in question and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to lien holder claim, or
3. Procure and record a bond which releases the Leased Premises from the claim of the lien and from any action brought to foreclose the lien.

D. Should the TENANT fail to accomplish one (1), two (2), or three (3) above within fifteen (15) days after the filing of such a lien, the lease shall be in default.

13. **WSDOT RIGHT OF ENTRY AND INSPECTION.** WSDOT, for itself, its agents and contractors, and for the Federal Highway Administration, reserves the right to enter upon the Leased Premises at any time with 24 hours written notice to the TENANT for the purpose of inspection, of the Leased Premises or any element thereof, or to perform environmental audits as provided for elsewhere in this Lease. Any loss of the use of the Leased Premises due to WSDOT's exercise of such right will be compensated for solely by a pro rata reduction of rent. WSDOT shall in no way be responsible for any incidental or consequential damages due to such loss of use by TENANT. Entry upon the Leased Premises for any other purpose by WSDOT and the Federal Highway Administration shall be conducted with 24 hours



written notice to the TENANT and during Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m.

14. INSURANCE.

A. TENANT warrants that it is self-insured, and agrees to provide acceptable evidence of its self-insured status to WSDOT. TENANT's insurance policy must provide liability coverage for the Leased Premises, including public liability coverage for bodily injury, property damage and personal injury of no less than Two Million and no/100 Dollars (\$2,000,000.00) combined single limit of liability per occurrence, with a general aggregate limit of no less than Four Million and no/100 Dollars (\$4,000,000.00) per policy period. TENANT shall increase the policy limits at its sole cost, when and if WSDOT deems it necessary due to the TENANT's use of the Lease Premises.

B. TENANT assumes all obligations for premium payment, and in the event of nonpayment, is obligated to reimburse WSDOT the cost of maintaining the insurance coverage and any legal fees incurred in enforcing such reimbursement in the event the TENANT fails to pay the policy premiums.

C. Coverage, if obtained by the TENANT in compliance with this section, shall not be deemed as having relieved the TENANT of any liability in excess of such coverage.

D. In the event the TENANT, after commencement of this Lease, elects to terminate its self-insured status and secure commercial liability coverage. TENANT will promptly notify WSDOT, and provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington, in the amounts and types as set forth in **Section 14.A.** above. Further, TENANT shall provide a certificate of insurance reflecting the insurance within Ten (10) calendar days of receiving a written notice from WSDOT for an increase in the coverage amounts.

15. CASUALTY. Should any WSDOT owned improvement located on said Leased Premises be substantially damaged or totally destroyed by fire, lightning, earthquake, or any other casualty or peril, this Lease shall be terminable at the TENANT'S option, provided TENANT agrees to accept the property "as is" and that nothing herein shall require WSDOT to replace any WSDOT owned improvement or make improvements to the Leased Premises.

16. HOLD HARMLESS/INDEMNIFICATION CLAUSE. TENANT, its successors or assigns, will protect, save and hold harmless WSDOT, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the TENANT, its assigns, agents, contractors, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities related to this Lease, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Leased Premises. The TENANT further agrees to



defend WSDOT, its agents or employees, in any litigation, including payment of any costs or attorney's fees, for any claims or actions commenced thereon arising out of or in connection with acts or activities related to this Lease, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Leased Premises. This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of WSDOT or its authorized agents or employees; Provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) WSDOT, its agents or employees, and (b) the TENANT, its agents or employees, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the TENANT or TENANT's agents or employees.

The provisions of this paragraph shall survive the termination of this Lease.

17. NONDISCRIMINATION. TENANT, for itself, its successors, and assigns as a part of the consideration hereof, does hereby covenant and agree to comply with all civil rights and antidiscrimination requirements of Chapter 49.60 RCW.

18. MODIFICATIONS. This instrument contains all the agreements and conditions made between the parties hereto pertaining to the rental of the Leased Premises herein described and may not be modified orally or in any manner other than by an agreement in writing signed by all parties thereto. The receipt of rent by WSDOT, with knowledge of any breach of this Lease by the TENANT, or of any default on the part of the TENANT in the observance or performance of any of the conditions or covenants or this Lease, shall not be deemed to be a waiver of any provision of this Lease. No failure on the part of WSDOT to enforce any covenant or provision herein contained, nor any waiver of any right thereunder by WSDOT, unless in writing, shall discharge or invalidate such covenant or provision or affect the right of WSDOT to enforce the same in the event of any subsequent breach or default.

19. TOTALITY OF AGREEMENT. It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by WSDOT except to the extent that the same are expressed in this Lease.

20. BINDING CONTRACT. It is understood that this Lease shall not be valid and binding upon WSDOT unless and until accepted and approved by the Administrator of Real Estate Services or his duly authorized representative.

21. INTERPRETATION. This Lease shall be governed by and interpreted in accordance with the laws of the State of Washington. The titles to paragraphs or sections of this Lease are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

22. SEVERABILITY. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such



invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23. **VENUE.** TENANT agrees that the venue of any action or suit concerning this Lease shall be in the Thurston County Superior Court, and all actions or suits thereon shall be brought therein, unless applicable law provides otherwise.

24. **ATTORNEY FEES.** In the event of any controversy, claim, or dispute arising out of this Lease, each party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorney's fees and costs.

25. **NOTICES.** Wherever in this Lease written notices are to be given or made, they will be served, personally delivered or sent by certified or overnight mail addressed to the parties at the address listed below unless a different address has been designated in writing and delivered to the other party. The TENANT agrees to accept service of process at said address; Provided that such address is located in the State of Washington. Otherwise, the TENANT designates the Secretary of the State of Washington as an agent for the purpose of service of process. Such service shall be deemed personal services.

WSDOT: DEPARTMENT OF TRANSPORTATION (Mailing Address)

Attn.: Property Management Program Manager

P. O. Box 47338

Olympia, WA 98504-7338

DEPARTMENT OF TRANSPORTATION (Physical Address)

Attn.: Property Management Program Manager

243 Israel Road, S.E., Suite 101

Tumwater, WA 98501

TENANT: City of Seattle
Department of Transportation
P.O. Box 34996
Seattle, WA 98124-4996



Signatures:

Accepted and Approved by:

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Title: _____

Cynthia Tremblay,
Property Management Program Manager

Dated: _____

Dated: _____

Any material modification requires additional approval
of the Office of the Attorney General.

By: Patricia Williams 4/19/11
Assistant Attorney General Date



WSDOT ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF)

On this _____ day of _____, 2011 before me personally appeared Cynthia Tremblay, to me known to be the duly appointed Property Management Program Manager, and that she executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that she is authorized to execute said instrument.

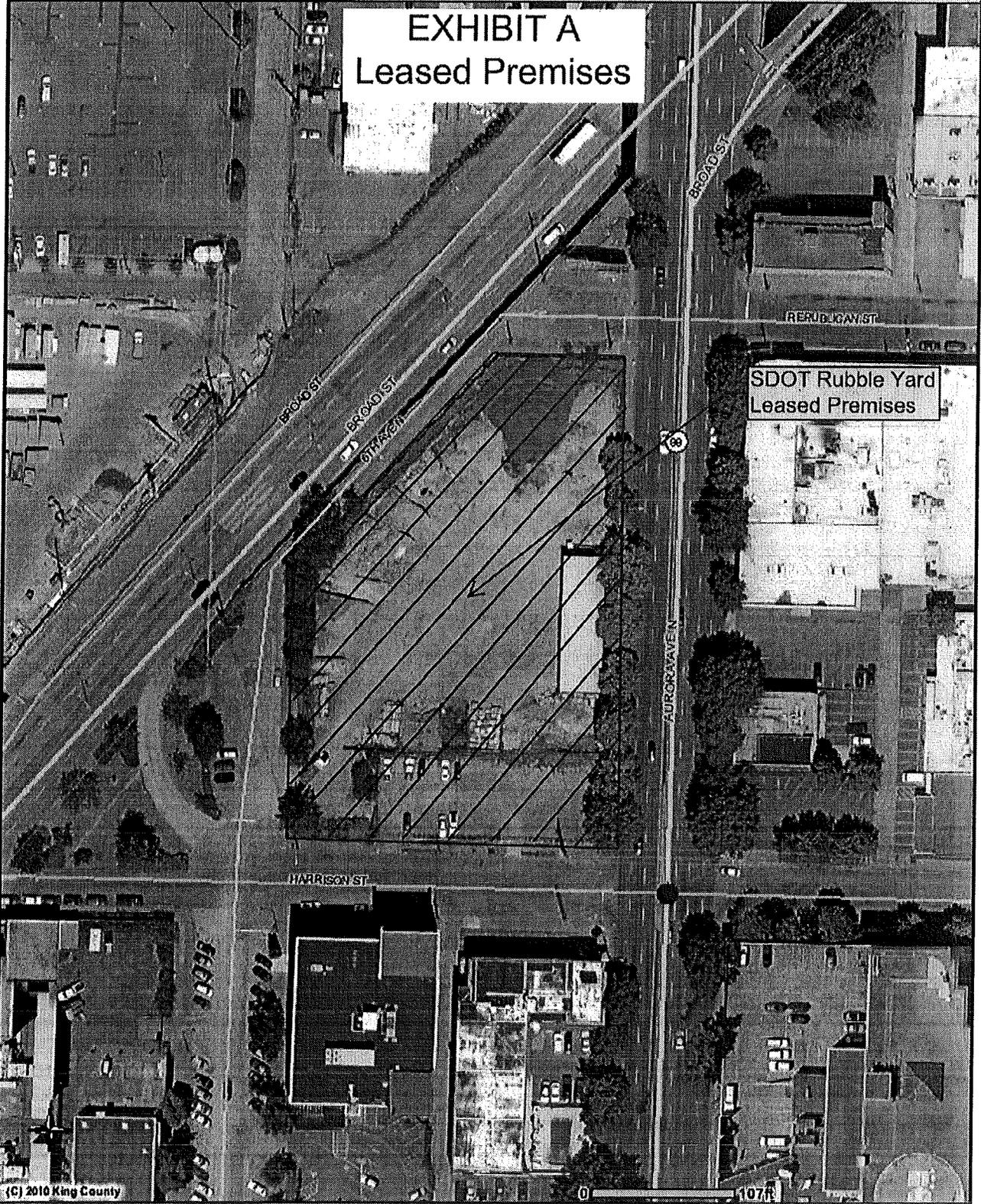
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the _____ day of _____, 2011.

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



SDOT Rubble Yard

EXHIBIT A Leased Premises



SDOT Rubble Yard
Leased Premises

(C) 2010 King County

The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 4/1/2011 Source: King County IMAP - Property Information (<http://www.metrokc.gov/GIS/IMAP>)



King County



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Department of Transportation	Larry Huggins/4-5001	Rebecca Guerra/4-5339

Legislation Title:

AN ORDINANCE authorizing the sale of City property, in Block 72 of D.T. Denny's Home Addition to the City of Seattle, to the Washington State Department of Transportation for transportation purposes and the temporary lease back of the site located at 401 Aurora Avenue North; authorizing the Director of Transportation to execute, deliver and administer the agreement, deed, lease and related documents; authorizing other actions related to the use and disposition of the property; and ratifying and confirming prior acts.

Summary and background of the Legislation:

The proposed Council Bill authorizes the Director of the Department of Transportation (the "Director") to enter into an Escrow Agreement with the Washington State Department of Transportation (the "State") to sell property located at 401 Aurora Avenue North in Seattle ("Rubble Yard Property").

It also authorizes the Director to enter into a Commercial Displacee Lease with the State that allows the Seattle Department of Transportation (the "City") to occupy the Rubble Yard Property through September 30, 2011 for use as a centralized maintenance yard.

The City currently utilizes the Rubble Yard Property as a centralized maintenance and material storage facility. Per this sale agreement, the State will pay the City \$19.8 million for the property, which will be deposited into the Transportation Operating Fund. The State has also agreed to provide \$50,000 for the City to relocate the Rubble Yard to a temporary location at the Charles Street facility.

Please check one of the following:

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

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



This legislation does not impact the current appropriation.

Per Ordinance 98605, the Rubble Yard Property was initially purchased from a combination of City (Arterial City Street Fund reimbursable from General Street Improvement Bonds) and State (Urban Arterial Trust Account) funds. Following the disapproval by the voters of the use of the 1960 Bond funds, the Bay Freeway project was discontinued. Per Ordinance 103485, the City of Seattle reimbursed the State of Washington Urban Arterial Trust Fund for its share of the right of way costs, including the Rubble Yard Property. The City reimbursed the State with funds from the City Street Fund; therefore, the proceeds of the current sale to the State would be deposited into the Transportation Operating Fund and subsequently to the City Street Fund.

It should be noted that in addition to the \$19.8 million purchase price of the Rubble Yard Property, the State will fund the first \$50,000 of relocation costs. Any additional costs will be paid for by the City, taken from the proceeds of the sale.

Anticipated Revenue/Reimbursement: Resulting from this Legislation:

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

Fund Name and Number	Department	Revenue Source	2011 Revenue	2012 Revenue
Transportation Operating Fund/10310	SDOT	Property Sale	\$19,800,000	
TOTAL				

Revenue/Reimbursement Notes:

The proceeds would subsequently be transferred to the City Street Fund.

Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact:

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

Position Title and Department	Position # for Existing Positions	Fund Name & #	PT/FT	2011 Positions	2011 FTE	2012 Positions*	2012 FTE*
TOTAL							

* 2012 positions and FTE are total 2012 position changes resulting from this legislation, not incremental changes. Therefore, under 2012, please be sure to include any continuing positions from 2011.



Position Notes:

N/A

Do positions sunset in the future?

(If yes, identify sunset date)

Spending/Cash Flow:

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

Fund Name & #	Department	Budget Control Level*	2011 Expenditures	2012 Anticipated Expenditures
TOTAL				

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

Spending/Cash Flow Notes:

The use of these funds will be determined via upcoming budget processes.

What is the financial cost of not implementing the legislation?

(Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs.)

The City would lose the opportunity to receive \$19.8 million through the sale of the property.

Does this legislation affect any departments besides the originating department?

(If so, please list the affected department(s), the nature of the impact (financial, operational, etc), and indicate which staff members in the other department(s) are aware of the proposed legislation.)

N/A

What are the possible alternatives to the legislation that could achieve the same or similar objectives?

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

The State would be able to acquire the property through eminent domain. This is certainly not the method that we propose, or would even look forward to the State acquiring by that method, but the State could condemn the parcel.

Is the legislation subject to public hearing requirements?

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



Dan Eder
SDOT Rubble Yard Agreements FISC
June 1, 2011
Version #5
No.

Other Issues: (Include long-term implications of the legislation.)

None.

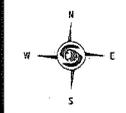
List attachments to the fiscal note below:

Attachment A: Rubble Yard Map





**Rubble
Yard**



©2009
THE CITY OF SEATTLE
All rights reserved.
Produced by the Seattle
Department of Transportation
No warranties of any sort,
including accuracy, fitness or
merchantability, accompany
this product.

Coordinate System:
State Plane, NAD83-91,
Washington, North Zone
Orthophoto Source:
Pictometry 2007

PLOT DATE : 2/18/11
AUTHOR : G Haydel



Rubble Yard
Parcel No. 198820-1090



1 TOGETHER with the vacated alley (Ordinance No. 73428) adjoining said lots;

2 EXCEPT the east 12 feet of said Lots 1 to 6;

3 AND EXCEPT the west 12 feet of said Lots 7 to 10, as condemned for street
4 purposes in King County Superior Court Cause No. 193437, as provided by
5 Ordinance 50890 of the City of Seattle;

6 AND EXCEPT that portion of Lots 1 and 11 and the vacated alley adjoining, as
7 condemned for street purposes in King County Superior Court Cause No. 486551, as
8 provided by Ordinance 84452 of the City of Seattle;

9 Situate in the County of King, State of Washington.

10 Section 2. The Director of Transportation, or his designee, is further authorized to
11 execute and deliver, on behalf of the City of Seattle, a Quitclaim Deed to the State substantially
12 in the form of Attachment 2 upon satisfaction of the conditions contained in the Escrow
13 Agreement.

14 Section 3. The Director of Transportation, or his designee, further is authorized to enter
15 into a Commercial Displacee Lease with the State, substantially in the form attached hereto as
16 Attachment 3, for the storage of equipment, vehicles, and materials as described therein.

17 Section 4. Proceeds from the sale of the property will be deposited into the
18 Transportation Operating Fund.

19 Section 5. Any act consistent with the authority of this ordinance taken after its passage
20 and prior to its effective date is hereby ratified and confirmed.

21 Section 6. This ordinance shall take effect and be in force 30 days after its approval by
22 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
23 shall take effect as provided by Seattle Municipal Code Section 1.04.020.
24
25
26
27
28



1 Passed by the City Council the ____ day of _____, 2011, and
2 signed by me in open session in authentication of its passage this
3 ____ day of _____, 2011.

4
5
6 _____
7 President _____ of the City Council

8 Approved by me this ____ day of _____, 2011.

9
10 _____
11 Michael McGinn, Mayor

12
13 Filed by me this ____ day of _____, 2011.

14
15 _____
16 City Clerk

17 (Seal)

18
19 Attachment 1: Escrow Agreement

20 Attachment 2: Quitclaim Deed

21 Attachment 3: Commercial Displacee Agreement
22
23
24
25
26
27

THIS VERSION IS NOT ADOPTED



STATE OF WASHINGTON – KING COUNTY

--SS.

273351
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:123632,33,35-123641

was published on

07/05/11

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



Affidavit of Publication

[Signature]

Subscribed and sworn to before me on
07/05/11 *[Signature]*

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on June 20, 2011, and published below by title only, will be mailed upon request, or can be accessed at <http://clerk.seattle.gov>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>. Contact: Office of the City Clerk at (206) 684-8344.

ORDINANCE NO. 123632

AN ORDINANCE relating to the City's traffic code; amending various sections and subsections in Title 11 of the Seattle Municipal Code to conform with changes in state law.

ORDINANCE NO. 123633

AN ORDINANCE relating to the City's criminal code; amending and adding various sections and subsections in Chapter 3.33, Chapter 9.25, Title 12A, Chapter 21.36, Chapter 25.08, and Chapter 25.11 of the Seattle Municipal Code to conform with changes in state law.

ORDINANCE NO. 123635

AN ORDINANCE amending the 2011 Adopted Budget, including the 2011-2016 Capital Improvement Program (CIP); changing appropriations to various budget control levels in the 2011 Adopted Budget for the Seattle Department of Transportation and revising project allocations for certain projects in the 2011-2016 Capital Improvement Program.

ORDINANCE NO. 123636

AN ORDINANCE relating to the Spokane Street Viaduct project; declaring certain real property rights surplus to utility needs; authorizing the transfer of jurisdiction of said real property rights located in Blocks 302 and 271, Seattle Tide Lands from the City Light Department, placing it under the jurisdiction of the Seattle Department of Transportation and designating the property for street purposes; authorizing the Director of the Department of Transportation and the Superintendent of the City Light Department to execute and record a Termination of Possession and Use Agreement; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123637

AN ORDINANCE authorizing the sale of City property, in Block 72 of D.T. Denny's Home Addition to the City of Seattle, to the Washington State Department of Transportation for transportation purposes and the temporary lease back of the site located at 401 Aurora Avenue North; authorizing the Director of Transportation to execute, deliver and administer the agreement, deed, lease and related documents; authorizing other actions related to the use and disposition of the property; and ratifying and confirming prior acts.

ORDINANCE NO. 123638

AN ORDINANCE relating to the City Light Department, accepting various easements for overhead and underground electrical rights in King County, Washington, plac-

ing said easements under the jurisdiction of the City Light Department, and ratifying and confirming certain prior acts.

ORDINANCE NO. 123639

AN ORDINANCE relating to the City Light Department, accepting various easements granted to the City in 2010 for overhead and underground electrical rights in King County, Washington; placing said easements under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123640

AN ORDINANCE relating to cable television; designating Seattle Community College District VI as the Designated Access Manager for public access television; authorizing the Chief Technology Officer to enter into a contract with Seattle Community College District VI for the provision, management and operation of public access television services; authorizing the Chief Technology Officer to remove Seattle Community College District VI as Designated Access Manager and to terminate or amend the terms of the contract; increasing appropriations in connection thereto; authorizing the Chief Technology Officer to terminate the designation of Seattle Community Access Network as the Designated Access Manager; and ratifying and confirming certain prior acts; all by a three-fourths vote of the City Council.

ORDINANCE NO. 123641

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 5, 2011.

7/5(273351)