

Ordinance No. 124328

Council Bill No. 117917

AN ORDINANCE relating to the Elliott Bay Seawall Project; authorizing the Director of Transportation to acquire, accept, and record, on behalf of the City of Seattle, an easement for portions of Block 176, Seattle Tide Lands, from the Washington State Department of Natural Resources, for enhancement and restoration of the aquatic ecosystems of Elliott Bay; authorizing the Director of the Department of Transportation to acquire, accept, and record both temporary and permanent property rights from abutting property owners located along Alaskan Way between Virginia Street and South Main Street, necessary or convenient for the Elliott Bay Seawall Project through negotiation or condemnation; placing the conveyed real property under the jurisdiction of the Seattle Department of Transportation and designating the property for transportation, utility, and general municipal purposes; authorizing payment of all other costs associated with acquisition; and ratifying and confirming prior acts

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: *Jan Peters*
Councilmember

Committee Action:

10.7.13 Pass JG, SB, SC, RC, RH, NL, MOB, TB

CF No. _____

Date Introduced: <u>9.16.13</u>	<u>Central Waterfront Seawall and Alaskan Way Viaduct</u>	
Date 1st Referred: <u>9.16.13</u>	<u>To: (committee) Utilities Utilities and Center</u>	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage: <u>10/15/13 10/14/13</u>	Full Council Vote: <u>8-0</u>	
Date Presented to Mayor: <u>10/15/13</u>	Date Approved: <u>10/25/13</u>	
Date Returned to City Clerk: <u>10/25/13</u>	Date Published:	T.O.X. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

Full Council: Oct. 14, 2013 Passed 8-0 (excused: Clark)

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

Law Department

Law Dept. Review
 OMP Review
 City Clerk Review
 Electronic Copy Loaded
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CITY OF SEATTLE
ORDINANCE 124328
COUNCIL BILL 117917

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5 Transportation to acquire, accept, and record, on behalf of the City of Seattle, an
6 easement for portions of Block 176, Seattle Tide Lands, from the Washington State
7 Department of Natural Resources, for enhancement and restoration of the aquatic
8 ecosystems of Elliott Bay; authorizing the Director of the Department of Transportation
9 to acquire, accept, and record both temporary and permanent property rights from
10 abutting property owners located along Alaskan Way between Virginia Street and South
11 Main Street, necessary or convenient for the Elliott Bay Seawall Project through
12 negotiation or condemnation; placing the conveyed real property under the jurisdiction of
13 the Seattle Department of Transportation and designating the property for transportation,
14 utility, and general municipal purposes; authorizing payment of all other costs associated
15 with acquisition; and ratifying and confirming prior acts.

16
17 WHEREAS, the Elliott Bay Seawall Project (the "Seawall Project") will replace the existing
18 seawall along the shoreline of downtown Seattle, which is a critical public safety
19 improvement; and

20
21 WHEREAS, Alaskan Way has several sections of seawalls that form a barrier against the waters
22 of Puget Sound which were built between 1911 and 1936; this seawall is seriously
23 deteriorated due to aging components and materials, the tidal forces of Elliott Bay, and
24 marine borer damage, and is at the end of its useful life and at risk of failure; and

25
26 WHEREAS, failure of the seawall would severely disrupt public transportation and commerce,
27 and could lead to widespread property damage, injury, and loss of life; and

28
29 WHEREAS, the Seawall Project will replace the existing seawall and reduce the risk of damage
30 to critical infrastructure along the downtown Seattle waterfront due to coastal storms and
31 seismic events, improve public safety, protect associated economic activity, and improve
32 the near shore ecosystem of Elliott Bay in the vicinity of the existing seawall; and

33
34 WHEREAS, the Seawall Project includes enhancement and restoration of habitat on State owned
35 aquatic lands and the City therefore needs an Aquatic Lands Easement from the
36 Washington State Department of Natural Resources; and

37
38 WHEREAS, near the end of the Seawall Project, the City will need to obtain a 30-year permit
39 from the Washington State Ferries for the use of certain property south of the Coleman
40 Dock, in the vicinity of Pier 52, to construct beach and habitat restoration features; and



1 WHEREAS, it is in the City's best interest to respond to and alleviate public safety concerns by
2 replacing the existing seawall and providing a solid foundation for the downtown Seattle
3 waterfront, and the region's economic competitiveness and quality of life; NOW,
4 THEREFORE,

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

6 Section 1. The Director or his designee is authorized to acquire, accept, and record with
7 King County, an Aquatic Lands Easement from the Washington State Department of Natural
8 Resources, substantially in the form attached to this ordinance as Attachment 1, over the
9 following described real property in Seattle, King County, Washington:

10 That portion of the Seattle harbor area lying in front of Lots 6 & 7 of Block 176,
11 Plat of Seattle Tide Lands according to the official maps on file in the Office of
12 the Commissioner of Public Lands, Olympia, WA, in the City of Seattle, King
13 County, Washington, in the SE quarter of Section 31, Township 25 North, Range
14 4 East of the Willamette Meridian described as follows:

15 Commencing at a punch in a monument in case at the intersection of the
16 centerline of 2nd Ave with the centerline of Union St.;

17 Thence S 59° 23' 23" W, along said centerline of Union St, a distance of 916.96
18 feet to a punch in a monument in case lying 8.52 feet Easterly of the centerline of
19 Alaskan Way;

20 Thence continuing along said centerline of Union St, S 59° 23' 05" W, a distance
21 of 8.52 feet to a tack in lead plug at the intersection of the centerline of Union St
22 with the centerline of Alaskan Way;

23 Thence S 49° 59' 01" W, a distance of 175.52 feet to the inner harbor line and to the Point
24 of Beginning;

25 Thence N 56° 01' 00" W, a distance of 49.10 feet;

26 Thence S 57° 12 '55" W, a distance of 30.41 feet;

27 Thence S 40° 52' 25" E, a distance of 33.44 feet;

28 Thence S 68° 57' 11" E, a distance of 40.03 feet;



1 Thence N 59° 33' 38" E, a distance of 18.30 feet to the inner harbor line;

2 Thence N 24° 13' 23" W, along said inner harbor line, a distance of 21.29 feet to the
3 Point of Beginning.

4 Containing 2184 square feet, more or less.

5 AND

6 That portion of the Seattle harbor area lying in front of Lots 6, 7, 8 & 9 of Block
7 173, Plat of Seattle Tide Lands according to the official maps on file in the Office
8 of the Commissioner of Public Lands, Olympia, WA in the City of Seattle, King
9 County, Washington, in the NW quarter of the SE quarter of Section 31,
10 Township 25 North, Range 4 East of the Willamette Meridian described as
11 follows:

12 Commencing at a punch in a monument in case at the intersection of the
13 centerline of Pike St with the centerline of Alaskan Way;

14 Thence N 47° 42' 00" W, along said centerline of Alaskan Way, a distance of
15 445.42 feet to a punch in a monument in case at the intersection of the centerline
16 of Pine St with the centerline of said Alaskan Way;

17 Thence S 17° 09' 35" W, a distance of 78.66 feet to the inner harbor line and to
18 the Point of Beginning;

19 Thence S 60° 26' 55" W, a distance of 49.96 feet;

20 Thence S 09° 19' 03" E, a distance of 76.75 feet;

21 Thence S 42° 51' 05" E, a distance of 66.14 feet;

22 Thence N 63° 26' 30" E, a distance of 70.02 feet;

23 Thence N 89° 28' 37" E, a distance of 52.07 feet to the inner harbor line;

24 Thence N 47° 41' 26" W, along said inner harbor line, a distance of 173.94 feet to
25 the Point of Beginning.

26 Containing 12,768 square feet, more or less.



1 Section 2. The above recitals are incorporated by this reference. Public convenience and
2 necessity require that real property interests generally shown on Attachments 2 and 3 of this
3 ordinance, and such other property as may be necessary or convenient for the Seawall Project
4 located in the City, together with all rights, privileges and other property pertaining thereto, be
5 acquired for transportation, utility and municipal purposes through negotiations and use of
6 eminent domain (condemnation) if necessary, in connection with the Seawall Project.

7 Section 3. The Director of the Department of Transportation (“SDOT”) or his designee
8 (“Director”), on behalf of the City, is authorized to: determine the portions and interests of the
9 properties shown on Attachment 2 and 3 that are necessary or convenient for the Seawall Project,
10 and any other properties that may be necessary or convenient for the Seawall Project, negotiate
11 and enter into agreements to acquire the properties upon payment of just compensation therefore,
12 and to accept the deeds and/or easements for the properties by attaching to the deeds and/or
13 easements the Director’s written acceptance thereof, and recording the same. The funds for the
14 acquisition of the property and/or property rights shall be from the City’s general fund or such
15 other funds lawfully available.

16 Section 4. The City Attorney is authorized to commence and prosecute proceedings in
17 the manner provided by law to condemn, take, damage, and appropriate the properties in fee
18 simple after just compensation has been made or paid into court for the owners thereof, in the
19 manner provided by law. The City Attorney is further authorized to stipulate for the purpose of
20 minimizing damages, including the reduction in area of land or modification of the property
21 interest to be acquired consistent with Section 2, above.

22 Section 5. The Director is hereby authorized to settle condemnation litigation or enter
23 administrative settlements (a settlement in lieu of initiating condemnation litigation) for the
24 acquisition of the real property interests described herein. Such settlements shall be made for
25 amounts deemed to be reasonable estimation of fair market value, shall not exceed established
26



1 budgets. The Director is also authorized to make minor amendments to the legal description of
2 properties described herein, as may become necessary to correct scrivener's errors and/or to
3 conform the legal description to the precise boundaries of the property required.

4 Section 6. The deeds and/or easements referenced above when recorded shall be placed
5 under the jurisdiction of SDOT and designated for transportation, utility, and general municipal
6 purposes.

7 Section 7. Any act consistent with the authority and prior to the effective date of this
8 ordinance is approved and accepted.

9 Section 8. This ordinance shall take effect and be in force 30 days after its approval by
10 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
11 shall take effect as provided by Seattle Municipal Code Section 1.04.020.



1 Passed by the City Council the 14th day of October, 2013, and
2 signed by me in open session in authentication of its passage this
3 14th day of October, 2013.

4 

5
6 President Pro Tem of the City Council

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8 Approved by me this 25th day of October, 2013.

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10 

11 Michael McGinn, Mayor

12
13 Filed by me this 20th day of October, 2013.

14
15 

16 Monica Martinez Simmons, City Clerk

17 (Seal)

18
19 Attachments:

20 Attachment 1: Aquatic Lands Easement for Enhancement and Restoration of State Owned

21 Aquatic Lands

22 Attachment 2: Map of Construction Corridor

23 Attachment 3: Contact List for Properties Affected (Preliminary)



When recorded, return to:
Seattle Department of Transportation
PO Box 34996
Seattle, WA 98124-4996



WASHINGTON STATE DEPARTMENT OF
Natural Resources
Peter Goldmark - Commissioner of Public Lands

**AQUATIC LANDS EASEMENT FOR ENHANCEMENT AND RESTORATION OF
STATE OWNED AQUATIC LANDS**

Easement No. 51-089146

Grantor: Washington State Department of Natural Resources
Grantee(s): Seattle Department of Transportation
Legal Description: Section SE 31, Township 25 North, Range 04, W.M.
Assessor's Property Tax Parcel or Account Number: Not Applicable
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with
this Easement: Not Applicable

THIS AGREEMENT is made by and between the STATE OF WASHINGTON, acting through
the Department of Natural Resources ("State"), and SEATTLE DEPARTMENT OF
TRANSPORTATION, a Government Agency/Entity ("Grantee"). State has authority to enter
into this Easement under Chapter 43.12 RCW, Chapter 43.30 RCW, and Title 79 of the Revised
Code of Washington (RCW).

BACKGROUND

Grantee desires to use the aquatic lands commonly known as Elliott Bay, which is harbor area
located in King County, Washington, from State for conservation activities intended to preserve
and enhance aquatic ecosystems. State is willing to grant an easement for this purpose pursuant
to the terms and conditions of this Agreement.

THEREFORE, the Parties agree as follows:

SECTION 1 GRANT OF EASEMENT

1.1 Easement Defined.

- (a) State grants and conveys to Grantee a nonexclusive easement, subject to the terms and conditions of this agreement, over, upon, and under the real property at Elliott Bay: described in Exhibit A. In this agreement, the term "Easement" means this agreement and the rights granted; the term "Easement Property" means the real property subject to the easement.
- (b) This Easement is subject to all valid interests of third parties noted in the records of King County, or on file in the Office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.
- (c) This Easement does not include any right to harvest, collect or damage any natural resource, including aquatic life or living plants, any water rights, or any mineral rights, including any right to excavate or withdraw sand, gravel, or other valuable materials, except to the extent expressly permitted in Exhibit B.
- (d) This Easement does not include the right to grant easements and franchises to third parties.

1.2 Survey and Easement Property Descriptions.

- (a) Grantee prepared Exhibit A, which describes the Easement Property. Grantee represents that Exhibit A is a true and accurate description of the Easement boundaries and the improvements to be constructed or already existing in the Easement area. Grantee's obligation to provide a true and accurate description of the Easement Property boundaries is a material term of this Easement.
- (b) State's acceptance of Exhibit A does not constitute agreement that Grantee's property description accurately reflects the actual amount of land used by Grantee. State reserves the right to retroactively adjust fees if at any time during the Term State discovers a discrepancy between Grantee's property description and the area actually used by Grantee.
- (c) State accepts a preliminary Exhibit A upon the Commencement Date of this Easement. Grantee shall submit a final "as-built" survey and legal description for State's approval within One Hundred Eighty (180) days of the completion of each habitat area. Upon State's written approval, the final Exhibit A supersedes the preliminary Exhibit A. Until superseded, the preliminary Exhibit A has full legal effect.

1.3 Condition of Easement Property. State makes no representation regarding the condition of the Easement Property, improvements located on the Easement Property, the suitability of the Easement Property for Grantee's Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Easement Property, or the existence of hazardous substances on the Easement Property.



SECTION 2 USE

2.1 Permitted Use.

- (a) Grantee shall use the Easement Property for conducting the conservation activities described in Exhibit B (the "Permitted Use"), and for no other purpose.
- (b) Warranties on Permitted Use.
 - (1) Grantee warrants that no permit, law, or regulatory authority obligates Grantee to undertake the Permitted Use as mitigation.
 - (2) Grantee warrants that Grantee will not receive or gain compensatory mitigation or natural resource damage credits because of the Permitted Use.
- (c) Grantee warrants that Easement Property will be available for public recreation purposes in accordance with RCW 79.105.230.
- (d) Grantee's breach of any warranty under Paragraph 2.1(b) is default subject to Section 14.
- (e) Restoration of Easement Property Required Under Certain Conditions
 - (1) If during or after the term of this Easement, the Permitted Use causes unintended or unanticipated consequences that are deleterious to the Easement Property or natural resources on the Property, or result in conditions that pose a threat to human health or safety, Grantee shall take all steps necessary to restore the Easement Property to the condition prior to commencement of Permitted Use.
 - (2) If Grantee fails to take action in a timely manner, State may restore the natural resources or Easement Property and charge Grantee restoration costs and/or charge Grantee for damages. On demand by State, Grantee shall pay all costs and/or damages.

2.2 Restrictions on Use.

- (a) The limitations in this Paragraph 2.2 apply to the Easement Property and adjacent state-owned aquatic land. Grantee's compliance with this Paragraph 2.2 does not limit Grantee's liability under any other provision of this Easement.
- (b) Grantee shall not cause or authorize:
 - (1) Damage to natural resources, except to the extent expressly permitted in Exhibit B,
 - (2) Waste, or
 - (3) Deposit of material, unless approved by State in writing and except to the extent expressly permitted in Exhibit B. This prohibition includes deposit of fill, rock, earth, ballast, wood waste, refuse, garbage, waste matter, pollutants of any type, or other matter.
- (c) State shall not allow other uses on the Easement Property that will interfere with the Permitted Use.

2.3 Conformance with Laws. Grantee shall keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding Grantee's use of the Easement Property.



2.4 Liens and Encumbrances. Grantee shall keep the Easement Property free and clear of any liens and encumbrances arising out of or relating to its use of the Easement Property, unless expressly authorized by State in writing.

2.5 Interference with Other Uses.

- (a) Grantee shall exercise Grantee's rights under this Easement in a manner that minimizes or avoids interference with the rights of State, the public, or others with valid right to use or occupy the Easement Property or surrounding lands and water.
- (b) To the fullest extent reasonably possible, Grantee shall place and construct Improvements in a manner that allows unobstructed movement in and on the waters above and around the Easement Property.
- (c) Except in an emergency, Grantee shall provide State with written notice of construction or other significant activity on Easement Property at least thirty (30) days in advance. "Significant Activity" means any activity that may affect use or enjoyment by the State, public, or others with valid rights to use or occupy the Easement Property or surrounding lands and water.
- (d) Grantee shall mark the location of any hazards associated with the Permitted Use and any Improvements in a manner that ensures reasonable notice to the public.

SECTION 3 TERM

3.1 Term Defined. This Easement shall remain in place until terminated in accordance with Section 14. The Commencement Date shall be August 1, 2013.

3.2 End of Term.

- (a) Upon the expiration or termination of this Easement, Grantee shall surrender the Easement Property to State in the same or better condition as on the Commencement Date and except for alterations necessary under the Permitted Use or otherwise authorized by State.
- (b) If Easement Property is in worse condition on the surrender date than on the Commencement Date, the following provisions apply.
 - (1) State shall provide Grantee a reasonable time to take all steps necessary to remedy the condition of the Easement Property. State may require Grantee to enter into a right-of-entry or other use authorization prior to the Grantee entering the Easement Property if Easement has terminated.
 - (2) If Grantee fails to remedy the condition of the Easement Property in a timely manner, State may take any steps reasonably necessary to remedy Grantee's failure. Upon demand by State, Grantee shall pay all costs of State's remedy, including but not limited to the costs of removing and disposing of any material deposited improperly on the Easement Property, lost revenue resulting from the condition of the Easement Property, and any administrative costs associated with State's remedy.



SECTION 4 FEES

4.1 Fee. Grantee is not obligated to pay fees unless Grantee breaches warranties under Paragraph 2.1(b), (c) or (e). If Grantee fails to cure a default caused by a breach of such warranties in accordance with Paragraph 14.1(a) of this Easement, in addition to any other remedy available to State, Grantee shall pay to State a fee of Eight Hundred Thousand Dollars (\$800,000.00). If Grantee's breach of a warranty under Paragraph 2.1(b), (c), or (e) affects less than all or substantially all of the Easement, within sixty (60) days of receiving notice of breach from State, Grantee may request that State pro-rate the fee identified in this Paragraph in accordance with the percentage of the Easement affected, and State shall not unreasonably deny the request. Grantee shall have the burden of demonstrating whether and to what extent the breach affects less than all the easement. Any payment not paid by State's close of business on the date due is past due.

4.2 Payment Place. Grantee shall make payment, if any, to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

SECTION 5 OTHER EXPENSES

5.1 Taxes and Assessments. Grantee shall pay all taxes, assessments, and other governmental charges, of any kind whatsoever, applicable or attributable to the Easement and the Permitted Use.

5.2 Failure to Pay. If Grantee fails to pay any of the amounts due under this Easement, State may pay the amount due, and recover its cost in accordance with Section 6.

SECTION 6 LATE PAYMENTS AND OTHER CHARGES

6.1 Failure to Pay. Failure to pay any fees or other expenses is a default by Grantee; State may seek remedies in Section 14 as well as late charges and interest as provided in this Section 6.

6.2 Late Charge. If State does not receive any payment within ten (10) days of the date due, Grantee shall pay to State a late charge equal to four percent (4%) of the unpaid amount or Fifty Dollars (\$50), whichever is greater, to defray the overhead expenses of State incident to the delay.

6.3 Interest Penalty for Past Due Fees and Other Sums Owed.

- (a) Grantee shall pay interest on the past due fee at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Paragraph 6.2. Fees not paid by the close of business day on the due date will begin accruing interest the day after the due date.
- (b) If State pays or advances any amounts for or on behalf of Grantee, Grantee shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Grantee of the payment or advance. This includes, but is not limited to taxes, assessments, insurance premiums, costs of removal and disposal of unauthorized



materials pursuant to Paragraph 2.2 above, costs of removal and disposal of improvements pursuant to Section 7 below, or other amounts not paid when due.

6.4 Referral to Collection Agency and Collection Agency Fees. If State does not receive payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Grantee shall pay collection agency fees in addition to the unpaid amount.

6.5 No Accord and Satisfaction. If Grantee pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

SECTION 7 IMPROVEMENTS

7.1 Improvements Defined.

- (a) "Improvements," consistent with RCW 79.105 through 79.145, are additions within, upon, or attached to the land. This includes, but is not limited to, structures and fixtures.
- (b) "Personal Property" means items that can be removed from the Easement Property without (1) injury to the Easement Property, adjacent state-owned lands or Improvements or (2) diminishing the value or utility of the Easement Property, adjacent state-owned lands or Improvements.
- (c) "State-Owned Improvements" are Improvements made or owned by State. State-Owned Improvements includes any construction, alteration, or addition to State-Owned Improvements made by Grantee.
- (e) "Unauthorized Improvements" are Improvements made on the Easement Property by the Grantee without State's prior consent or Improvements made by Grantee that do not conform with plans submitted to and approved by the State.
- (f) "Improvements Owned by Others" are Improvements made by Others with a right to occupy or use the Easement Property or adjacent state-owned lands.

7.2 Existing Improvements. On the Commencement Date, no Improvements are located on the Easement Property.

7.3 Construction, Major Repair, Modification, and Demolition.

- (a) Grantee shall construct no Improvements and make no modification of the Easement Property ("Work") except as described in Exhibit B.
- (b) Grantee shall preserve and protect State-Owned Improvements, if any, and Improvements Owned by Others, if any.
- (c) Before completing Work, Grantee shall remove all debris and restore the Easement Property, as nearly as possible, to a substantially natural state, except for alterations necessary under the Permitted Use or otherwise authorized by State.
- (d) Upon completing Work, Grantee shall promptly provide State with as-built plans and specifications as defined in Section 1.2 of this easement.



7.4 Standards for Work.

- (a) Grantee shall not use or install treated wood at any location above or below water.
- (b) Grantee shall not use or install tires at any location above or below water.
- (c) Grantee shall not conduct in-water Work during time periods prohibited for such work under WAC 220-110-271, Prohibited Work Times in Saltwater, as amended, or as otherwise directed by the Washington Department of Fish and Wildlife (WDFW).

7.5 Improvements at End of Term. Improvements installed by Grantee with State's approval merge with the Property upon termination of the Easement, unless the Parties agree otherwise. Ownership of Improvements does not alter Grantee's obligations under Paragraph 2.1(c/d/e).

7.6 Disposition of Unauthorized Improvements.

- (a) Unauthorized Improvements belong to State, unless State elects otherwise.
- (b) State may either:
 - (1) Consent to Grantee ownership of the Improvements, or
 - (2) Charge use and occupancy fee in accordance with RCW 79.105.200 of the Improvements from the time of installation or construction and
 - (i) Require Grantee to remove the Improvements in accordance with Paragraph 7.3, in which case Grantee shall pay use and occupancy fee for the Improvements until removal,
 - (ii) Consent to Improvements remaining and Grantee shall pay use and occupancy fee for the use of the Improvements, or
 - (iii) Remove Improvements and Grantee shall pay for the cost of removal and disposal, in which case Grantee shall pay use and occupancy fee for use of the Improvements until removal and disposal.

7.7 Disposition of Personal Property.

- (a) Grantee retains ownership of Personal Property unless Grantee and State agree otherwise in writing.
- (b) Grantee shall remove Personal Property from the Easement Property by the Termination Date. Grantee is liable for any damage to the Easement Property and to any Improvements that may result from removal of Personal Property.
- (c) State may sell or dispose of all Personal Property left on the Easement Property after the Termination Date.
 - (1) If State conducts a sale of Personal Property, State shall apply proceeds first to the State's administrative costs in conducting the sale, second to payment of amount that then may be due from the Grantee to the State, and State shall pay the remainder, if any, to the Grantee.
 - (2) If State disposes of Personal Property, Grantee shall pay for the cost of removal and disposal.



SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

8.1 Definitions.

- (a) "Hazardous Substance" means any substance that is now regulated or in the future becomes regulated under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 *et seq.*; Washington's Model Toxics Control Act ("MTCA"), Chapter 70.105 RCW; Washington's Sediment Management Standards, WAC Chapter 173-204; the Washington Clean Water Act, RCW 90.48, and associated regulations; and the federal Water Pollution Control Act, 33 U.S.C. 1251 *et seq.*, and associated regulations, including future amendments to those laws and regulations.
- (b) "Release or threatened release of Hazardous Substance" means a release or threatened release as defined under any law described in Paragraph 8.1(a).
- (c) "Utmost care" means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the standard of care established under MTCA, RCW 70.105D.040.

8.2 General Conditions.

- (a) Grantee's obligations under this Section 8 extend to the area in, on, under, or above:
 - (1) The Easement Property and
 - (2) Adjacent state-owned aquatic lands where a release or the presence of Hazardous Substances may arise from Grantee's use of the Easement Property.
- (b) Standard of Care.
 - (1) Grantee shall exercise the utmost care with respect to Hazardous Substances.
 - (2) In relation to the Permitted Use, Grantee shall exercise utmost care for the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law, including – but not limited to – RCW 70.105D.040.

8.3 Current Conditions and Duty to Investigate.

- (a) State makes no representation about the condition of the Easement Property. Hazardous Substances may exist in, on, under, or above the Easement Property or adjacent state-owned lands.
- (b) This Easement does not impose a duty on State to conduct investigations or supply information to Grantee about Hazardous Substances, provided, however, this Easement does not alter State's obligations to respond to requests for public documents under the Public Records Act, RCW 42.56. State will cooperate with Grantee's requests for public records and endeavor to provide the requested records promptly.
- (c) Grantee is responsible for conducting sufficient inquiries and gathering sufficient information concerning the Easement Property and the existence, scope, and location of any Hazardous Substances on the Easement Property or on adjacent lands to allow Grantee to meet Grantee's obligations under this Easement.



8.4 Use of Hazardous Substances.

- (a) Grantee, its contractors, agents, employees, guests, invitees, or affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.
- (b) Grantee shall not undertake, or allow others to undertake by Grantee's permission, acquiescence, or failure to act, activities that:
 - (1) Result in a release or threatened release of Hazardous Substances, or
 - (2) Cause, contribute to, or exacerbate any contamination exceeding regulatory cleanup standards whether the regulatory authority requires cleanup before, during, or after Grantee's use of the Easement Property.
- (c) If use of Hazardous Substance related to the Permitted Use results in a violation of an applicable law Grantee shall submit to State any plans for remedying the violation and cleanup any contamination as required under Section 8.9.

8.5 Management of Contamination.

- (a) Grantee, its contractors, agents, employees, guests, invitees, or affiliates shall not undertake activities that damage or interfere with the operation of remedial or restoration activities on the Easement Property.
- (b) Grantee shall take reasonable steps to avoid or reduce: human or environmental exposure to contaminated sediments and mechanical or chemical disturbance of on-site habitat mitigation. For purposes of this Subsection 8.5(b) reasonable steps may include access restrictions, fish consumption advisories, and use restrictions and advisories for water bodies.
- (c) Grantee, its contractors, agents, employees, guests, invitees, or affiliates shall not interfere with access by:
 - (1) Employees and authorized agents of the Environmental Protection Agency, the Washington State Department of Ecology, health department, or other similar environmental agencies; and
 - (2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Easement Property. Grantee may negotiate an access agreement with such parties, but Grantee may not unreasonably withhold such agreement.

8.6 Notification and Reporting.

- (a) Grantee shall immediately notify State if Grantee becomes aware of any of the following:
 - (1) A release or threatened release of Hazardous Substances that Grantee reports or is required to report to the Washington Department of Ecology (DOE);
 - (2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence or release of any Hazardous Substance;
 - (3) Any lien or regulatory action arising from the foregoing;
 - (4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;
 - (5) Any notification from the US Environmental Protection Agency (EPA) or the DOE that remediation or removal of Hazardous Substances is or may be required at the Easement Property.

- (b) Grantee's duty to report under Paragraph 8.6(a) extends to the Easement Property, adjacent state-owned aquatic lands where a release or the presence of Hazardous Substances arises from the Grantee's use of the Easement Property, and any other property used by Grantee in conjunction with Grantee's use of the Easement Property where a release or the presence of Hazardous Substances on the other property would affect the Easement Property.
- (c) Grantee shall provide State with copies of all documents concerning environmental issues associated with the Easement Property, and submitted by Grantee to any federal, state or local authorities. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollution Discharge and Elimination System Permits (NPDES); Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality certification; Substantial Development permit; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Easement Property.

8.7 Indemnification.

- (a) "Liabilities" as used in this Subsection 8.7 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys' fees and disbursements), penalties, or judgments that are asserted by third parties against Grantor or that are incurred by Grantor in order to comply with applicable laws and regulations.
- (b) Grantee shall fully indemnify, defend, and hold State harmless from and against any Liabilities that arise out of, or relate to:
 - (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Grantee, its contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees occurring anytime Grantee uses or has used the Easement Property;
 - (2) The release or threatened release of any Hazardous Substance, or the exacerbation of any Hazardous Substance contamination resulting from any act or omission of Grantee, its contractors, agents, employees, guests, invitees, or affiliates occurring anytime Grantee uses or has used the Easement Property.
- (c) Grantee shall fully indemnify, defend, and hold State harmless for any Liabilities that arise out of or relate to Grantee's breach of obligations under Subsection 8.5.
- (d) Third Parties.
 - (1) Grantee has no duty to indemnify State for acts or omissions of third parties unless Grantee fails to exercise the standard of care required by Paragraph 8.2(b)(2). Grantee's third-party indemnification duty arises under the conditions described in Subparagraph 8.7(d)(2).
 - (2) If an administrative or legal proceeding arising from a release or threatened release of Hazardous Substances finds or holds that Grantee failed to exercise care as described in Subparagraph 8.7(d)(1), Grantee shall fully indemnify, defend, and hold State harmless from and against any liabilities arising from the acts or omissions of third parties in relation to the release or

threatened release of Hazardous Substances. This includes any liabilities arising before the finding or holding in the proceeding.

- (e) Grantee is obligated to indemnify under the Subsection 8.7 regardless of whether a permit or license authorizes the discharge or release of Hazardous Substances.
- (f) Grantee's obligations under this indemnity provision shall not exceed the appropriation authorized at the time Grantee must fulfill its indemnity obligations and nothing in this Easement may be considered as insuring that Grantee will appropriate sufficient funds in the future to fulfill its indemnity obligations. Appropriated funds that are subject to this indemnity obligation include, but are not limited to, funds in the Licensee's self-insurance program and in the Judgment Claims Subfund (00126) established by Ordinance 124088, and future moneys appropriated for the same purposes.

8.8 Reservation of Rights.

- (a) For any environmental liabilities not covered by the indemnification provisions of Subsection 8.7 or the cleanup provisions of Section 8.9, the Parties expressly reserve and do not waive or relinquish any rights, claims, immunities, causes of action, or defenses relating to the presence, release, or threatened release of Hazardous Substances that either Party may have against the other under law.
- (b) This Easement affects no right, claim, immunity, or defense either Party may have against third parties, and the Parties expressly reserve all such rights, claims, immunities, and defenses.
- (c) The provisions under this Section 8 do not benefit, or create rights for, third parties.
- (d) The allocations of risks, liabilities, and responsibilities set forth above do not release either Party from, or affect the liability of either Party for, claims or actions by federal, state, or local regulatory agencies concerning Hazardous Substances.

8.9 Cleanup.

- (a) If Grantee's Permitted Use, or Grantee's breach of its obligations under this Easement, results in contamination of the Easement Property with Hazardous Substances, Grantee shall, at Grantee's sole expense, promptly take all actions necessary to report, investigate and remediate the Hazardous Substances in accordance with applicable law. Remedial actions may include, without limitation, treatment, removal, and containment.
- (b) Grantee's obligation to undertake a cleanup under Section 8 is limited to those instances where the Hazardous Substances exist in amounts that exceed the threshold limits of any applicable regulatory cleanup standards under Environmental Laws.
- (c) Grantee shall cooperate with the State in development of plans for remedial actions and Grantee shall not proceed with remedial actions without State approval of final plans, which shall not be unreasonably withheld, unless Grantee is ordered to proceed by a court or a regulatory agency with jurisdiction. Grantee's completion of a remedial actions is not an implied release from or waiver of any obligation for Hazardous Substances under this Easement.

8.10 Sampling by State, Reimbursement, and Split Samples.

- (a) Grantee shall conduct sediment sampling, if required, in accordance with Exhibit B.
- (b) State may conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Easement Property at any time to determine the existence, scope, or effects of Hazardous Substances.
- (c) If such Tests, along with any other information, demonstrate the existence, release, or threatened release of Hazardous Substances arising out of Grantee's Permitted Use or any violation of Grantee's obligations under this Lease, Grantee shall promptly reimburse State for all costs associated with such Tests.
- (d) State shall not seek reimbursement for any Tests under this Subsection 8.10 unless State provides Grantee written notice of its intent to conduct any Tests at least thirty (30) calendar days prior to undertaking such Tests, except when such Tests are in response to an emergency. Grantee shall reimburse State for Tests performed in response to an emergency if State has provided such notice as is reasonably practical and Grantee would be required to reimburse State under section (c).
- (e) Grantee is entitled to observe State's collection of samples and obtain split samples of any Test samples obtained by State, but only if Grantee provides State with written notice requesting such samples within twenty (20) calendar days of the date of Grantee's receipt of notice of State's intent to conduct any non-emergency Tests. Grantee solely shall bear the additional cost, if any, of split samples. Grantee shall reimburse State for any additional costs caused by split sampling within thirty (30) calendar days after State sends Grantee a bill with documentation for such costs.
- (f) Within sixty (60) calendar days of a written request (unless otherwise required pursuant to Paragraph 8.6(c), above), either Party to this Easement shall provide the other Party with validated final data, quality assurance/quality control information, and chain of custody information, associated with any Tests of the Easement Property performed by or on behalf of State or Grantee. There is no obligation to provide any analytical summaries or the work product of experts.

SECTION 9 ASSIGNMENT

Grantee shall not assign any part of Grantee's interest in this Easement or the Easement Property without State's prior written consent, which State shall not unreasonably condition or withhold. State reserves the right to reasonably change the terms and conditions of this Easement upon State's consent to assignment.

SECTION 10 INDEMNITY, FINANCIAL SECURITY, INSURANCE

10.1 Indemnity.

- (a) Grantee shall indemnify, defend, and hold State, its employees, officers, and agents harmless from any Claims arising out of the Permitted Use or activities related to the Permitted Use by Grantee, its contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees.

- (b) "Claim" as used in this Paragraph 10.1 means any financial loss, claim, suit, action, damages, expenses, fees (including attorneys' fees), penalties, or judgments attributable to bodily injury, sickness, disease, death, and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to the Easement Property and damages resulting from loss of use of the Easement Property.
- (c) State shall not require Grantee to indemnify, defend, and hold State harmless for claims that arise solely out of the willful or negligent act of State or State's elected officials, employees, or agents.
- (d) Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold State and its agencies, officials, agents, or employees harmless.
- (e) Section 8, Environmental Liability/Risk Allocation, exclusively governs Grantee's liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold State harmless for Hazardous Substances.
- (f) Grantee's obligations under this indemnity provision shall not exceed the appropriation authorized at the time Grantee must fulfill its indemnity obligations and nothing in this Easement may be considered as insuring that Grantee will appropriate sufficient funds in the future to fulfill its indemnity obligations. Appropriated funds that are subject to this indemnity obligation include, but are not limited to, funds in the Licensee's self-insurance program and in the Judgment Claims Subfund (00126) established by Ordinance 124088, and future moneys appropriated for the same purposes.

10.2 Insurance Terms.

- (a) Insurance Required.
 - (1) Grantee certifies that it is self-insured for all the liability exposures, including but not limited to employers' liability and business auto liability, and its self-insurance plan satisfies all State requirements, and its self-insurance plan provides coverage equal to that required in this Paragraph 10.2 and by Paragraph 10.3, Insurance Types and Limits. Grantee shall provide to State evidence of its status as a self-insured entity. Upon request by State, Grantee shall provide a written description of its financial condition and/or the self-insured funding mechanism. Grantee shall provide State with at least thirty (30) days' written notice prior to any material changes to Grantee's self-insured funding mechanism.
 - (2) All self-insurance provided in compliance with this Lease must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.
- (b) Waiver.
 - (1) Grantee waives all rights against State for recovery of damages to the extent self-insurance maintained pursuant to this Lease covers these damages.
 - (2) Except as prohibited by law, Grantee waives all rights of subrogation against State for recovery of damages to the extent that they are covered by self-insurance maintained pursuant to this lease.



- (c) Proof of Insurance.
 - (1) Grantee shall provide State with a certification of self-insurance executed by a duly authorized representative of Grantee, showing compliance with insurance requirements specified in this Easement.
 - (2) The certificate(s) of insurance must reference the Easement number.
 - (3) Receipt of such certification of self-insurance by State does not constitute approval by State of the terms of such policies.
- (d) Grantee must provide State no less than 30 days notice if Grantee's self-insurance program is cancelled or materially reduced
- (e) Adjustments in Insurance Coverage.
 - (1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.
 - (2) Grantee shall provide a certification that meets the requirements of Section 10.2(c)(1) and demonstrates coverage in compliance with the Easement within thirty (30) days after State requires changes in the limits of liability.
- (f) If Grantee fails to provide the certification described above within fifteen (15) days after Grantee receives a notice to comply from State, State may either:
 - (1) Deem the failure an Event of Default under Section 14, or
 - (2) Procure and maintain comparable substitute insurance and pay the premiums. Upon demand, Grantee shall pay to State the full amount paid by State, together with interest at the rate provided in Paragraph 6.2 from the date of State's notice of the expenditure until Grantee's repayment.
- (g) General Terms.
 - (1) State does not represent that coverage and limits required under this Lease are adequate to protect Grantee.
 - (2) Coverage and limits do not limit Grantee's liability for indemnification and reimbursements granted to State under this Lease.
 - (3) The Parties shall use any self-insurance or other insurance proceeds payable by reason of damage or destruction to property first to restore the real property covered by this Lease, then to pay the cost of the reconstruction, then to pay the State any sums in arrears, and then to Grantee.

10.3 Insurance Types and Limits.

- (a) General Liability Insurance.
 - (1) Grantee shall maintain self-insurance with a limit of not less than One Million Dollars (\$1,000,000) per each occurrence and an aggregate limit of not less than twice any limit established for each occurrence.
- (b) Workers' Compensation.
 - (1) State of Washington Workers' Compensation.
 - (i) Grantee shall comply with all State of Washington workers' compensation statutes and regulations. Grantee shall provide workers' compensation coverage for all employees of Grantee. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with Grantee's use, occupation, and control of the Easement Property.



- (ii) If Grantee fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Grantee shall indemnify State. Indemnity shall include all fines; payment of benefits to Grantee, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.
- (2) Longshore and Harbor Workers' and Jones Acts. Longshore and Harbor Workers' Act (33 U.S.C. Section 901 *et seq.*) and/or the Jones Act (46 U.S.C. Section 688) may require Grantee to provide insurance coverage in some circumstances. Grantee shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with law. Grantee is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (c) Employers' Liability Insurance. Grantee shall maintain self-insurance that is equivalent to employers' liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars (\$1,000,000) each incident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease.

SECTION 11 ROUTINE MAINTENANCE AND REPAIR

11.1 State's Repairs. This Easement does not obligate State to make any alterations, maintenance, replacements, or repairs in, on, or about the Easement Property, during the Term.

11.2 Grantee's Repairs and Maintenance.

- (a) Routine maintenance and repair are acts intended to prevent a decline, lapse or, cessation of the Permitted Use and associated Improvements.
- (b) At Grantee's sole expense, Grantee shall keep and maintain all Improvements installed by Grantee and the Easement Property as it relates to the Permitted Use in good order and repair, in a safe condition, and in accordance with Paragraph 7.4 Standards for Work. State's consent is not required for routine maintenance or repair.
- (c) At Grantee's own expense, Grantee shall make any additions, repairs, alterations, maintenance, replacements, or changes to the Easement Property or to any Improvements on the Easement Property that any public authority requires because of the Permitted Use.
- (d) Upon completion of maintenance activities, Grantee shall remove all debris and restore the Easement Property, as nearly as possible, to the condition prior to the commencement of work.



SECTION 12 DAMAGE OR DESTRUCTION

12.1 Notice and Repair.

- (a) In the event of any known damage to or destruction of the Easement Property or any Improvements, Grantee shall promptly give written notice to State. State does not have actual knowledge of the damage or destruction of the Easement Property or any Improvements without Grantee's written notice.
- (b) Unless otherwise agreed in writing, Grantee shall promptly reconstruct or repair the Property and Improvements as nearly as possible to its condition immediately prior to the damage or destruction in accordance with Section 7 and Grantee's additional obligations in Exhibit B, if any.

12.2 State's Waiver of Claim. State does not waive any claims for damage or destruction of the Easement Property unless State provides written notice to Grantee of each specific claim waived.

12.3 Insurance Proceeds. Grantee's duty to reconstruct or repair any damage or destruction of the Easement Property or any Improvements on the Easement Property is not conditioned upon the availability of any insurance proceeds to Grantee from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Paragraph.10.2(g)(3).

SECTION 13 CONDEMNATION

In the event of condemnation, the Parties shall allocate the award between State and Grantee based upon the ratio of the fair market value of (1) Grantee's rights in the Easement Property and (2) State's interest in the Easement Property and State-Owned Improvements, if any. In the event of a partial taking, the Parties shall compute the ratio based on the portion of Easement Property or Improvements taken. If Grantee and State are unable to agree on the allocation, the Parties shall submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

SECTION 14 REMEDIES AND TERMINATION

14.1 Breach.

- (a) State may terminate this Easement upon Grantee's failure to cure a breach of its terms within sixty (60) days of State's written notice of breach.
- (b) For nonmonetary breach not capable of cure within sixty (60) days, State will not unreasonably withhold approval of a reasonable alternative cure schedule. Grantee must submit a cure schedule with thirty (30) days of a notice of breach. State shall not terminate if State approves the schedule and Grantee works diligently and in good faith to execute the cure. State may terminate if Grantee fails to timely submit a schedule or fails to cure in accordance with an approved schedule.



- (c) If breach arises from Grantee's failure to comply with restrictions on Permitted use under Paragraph 2.2, State may, without terminating this Easement, restore the natural resources or Easement Property and charge Grantee restoration costs and/or charge Grantee damages. On demand by State, Grantee shall pay all costs and/or damages.

14.2 Termination by Nonuse. If Grantee does not execute the Permitted Use on the Easement Property in the three (3) successive years following the Commencement Date, this Easement terminates without further action by State. Grantee's rights revert to State upon Termination by Nonuse.

14.3 Termination by Completion of Obligations. Grantee may terminate this Easement upon providing State with sixty (60) days written confirmation that all obligations described in Paragraph 2.1(b) are complete and accepted by all necessary agencies or parties. Grantee shall comply with Paragraph 3.2, End of Term.

14.4 Termination by Priority Harbor Area Use. The Easement Property consists of harbor area which under Article XV of the Washington State Constitution is forever reserved for landings, wharves, streets, and other conveniences of navigation and commerce. Such harbor area uses are "Priority Harbor Area Uses" which may terminate the Easement in accordance with this Section. If State receives an application to use the Easement Property for a Priority Harbor Area Use and determines that the proposed Priority Harbor Area Use is in the public interest, State may terminate this Easement by providing sixty (60) days' notice in writing to Grantee, provided that the proposed Priority Harbor Area use is in compliance with the City of Seattle Shoreline Master Program and all other applicable laws and regulations.

14.5 Remedies Not Exclusive. The remedies specified under this Section 14 are not exclusive of any other remedies or means of redress to which the State is lawfully entitled for Grantee's breach or threatened breach of any provision of this Easement.

SECTION 15 NOTICE AND SUBMITTALS

Following are the locations for delivery of notice and submittals required or permitted under this Easement. Any Party may change the place of delivery upon ten (10) days written notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
Shoreline District Aquatics
950 Farman Ave N
Enumclaw, WA 98022-9282

Contact: Laurel Kanawyer, Aquatic Land Manager
Phone: 253-441-0904
Fax: 360-825-1672
Email: laurel.kanawyer@dnr.wa.gov



Grantee: SEATTLE DEPARTMENT OF TRANSPORTATION
PO Box 34996
Seattle, WA 98124-4996

Contact: Mark Mazzola, Environmental Manager
Phone: 206-733-9117
Fax: 206-615-1237
Email: mark.mazzola@seattle.gov

The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Easement number. On notices transmitted by facsimile machine, the Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

SECTION 16 MISCELLANEOUS

16.1 Authority. Grantee and the person or persons executing this Easement on behalf of Grantee represent that Grantee is qualified to do business in the State of Washington, that Grantee has full right and authority to enter into this Easement, and that each and every person signing on behalf of Grantee is authorized to do so. Upon State's request, Grantee shall provide evidence satisfactory to State confirming these representations.

16.2 Successors and Assigns. This Easement binds and inures to the benefit of the Parties, their successors, and assigns.

16.3 Headings. The headings used in this Easement are for convenience only and in no way define, limit, or extend the scope of this Easement or the intent of any provision.

16.4 Entire Agreement. This Easement, including the exhibits and addenda, if any, contains the entire agreement of the Parties. This Easement merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Easement Property.

16.5 Waiver.

- (a) The waiver of any breach or default of any term, covenant, or condition of this Easement is not a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Easement. State's acceptance of payment is not a waiver of any preceding or existing breach other than the failure to pay the particular payment that was accepted.
- (b) The renewal of the Easement, extension of the Easement, or the issuance of a new Easement to Grantee, does not waive State's ability to pursue any rights or remedies under the Easement.



16.6 Cumulative Remedies. The rights and remedies of State under this Easement are cumulative and in addition to all other rights and remedies afforded by law or equity or otherwise.

16.7 Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Easement.

16.8 Language. The word "Grantee" as used in this Easement applies to one or more persons, as the case may be. The singular includes the plural, and the neuter includes the masculine and feminine. If there is more than one Grantee, their obligations are joint and several. The word "persons," whenever used, includes individuals, firms, associations, and corporations. The word "Parties" means State and Grantee in the collective. The word "Party" means either or both State and Grantee, depending on context.

16.9 Invalidity. The invalidity, voidness, or illegality of any provision of this Easement does not affect, impair, or invalidate any other provision of this Easement.

16.10 Applicable Law and Venue. This Easement is to be interpreted and construed in accordance with the laws of the State of Washington. Any reference to a statute means that statute as presently enacted or hereafter amended or superseded. Venue for any action arising out of or in connection with this Easement is in the Superior Court for Thurston County, Washington.

16.11 Recordation. At Grantee's expense and no later than thirty (30) days after receiving the fully-executed Easement, Grantee shall record this Easement in the county in which the Easement Property is located. Grantee shall include the parcel number of the upland property used in conjunction with the Easement Property, if any. Grantee shall provide State with recording information, including the date of recordation and file number. If Grantee fails to record this Easement State may record the Easement and Grantee shall pay the costs of recording upon State's demand.

16.12 Modification. No modification of this Easement is effective unless in writing and signed by the Parties. Oral representations or statements do not bind either Party.

16.13 Survival. Any obligations of Grantee not fully performed upon termination of this Easement do not cease, but continue as obligations of the Grantee until fully performed.

16.14 Exhibits. All referenced exhibits are incorporated in this Easement unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

SEATTLE
DEPARTMENT OF TRANSPORTATION

Dated: _____, 20__

By: PETER HAHN

Title: Director

Address: PO Box 34996
Seattle, WA 98124-4996

Phone: 206-684-5000

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20__

By: PETER GOLDMARK

Title: Commissioner of Public Lands

Address: Shoreline District Aquatics
950 Farman Ave N
Enumclaw, WA 98022-9282

Approved as to form this
18 day of June 2013
Terence Pruitt, Assistant Attorney General



EXHIBIT A

Preliminary

Figures	Recording Number
A	20130812900004
B	20130812900005

Final

Legal Description

Habitat Area A: Waterfront Park (Pier 58)

Habitat Area B: Seattle Aquarium (Between Piers 60 and 62)

“As Built” Surveys

Habitat Area A Recording Number:

Habitat Area B Recording Number:



EXHIBIT B PLAN OF OPERATIONS

1. DESCRIPTION OF PERMITTED USE

A. Existing Conditions

The sites have no existing facilities or improvements. The substrate on both sites is sandy with some small kelp beds attached to riprap and debris.

B. Proposed Conditions.

Grantee has secured the following permits:

- SEPA Compliance issued by City of Seattle on 3/6/2013
- Section 401 Water Quality Certification #9829 issued by Dept of Ecology on 4/1/2013
- Hydraulic Project Approval Control #126724-1 issued by WA Dept of Fish and Wildlife on 5/2/2013
- Marine Mammal Protection Act Letter of Authorization to be issued by NOAA Fisheries (PENDING)
- Coastal Zone Management Act #NWS 2011-778-WRD issued by Dept of Ecology 8/8/2013
- Shoreline Substantial Development Permit #3013171 issued by Seattle Dept of Planning and Development/Dept of Ecology on 7/30/13
- Section 10/404 including ESA, Section 106 Compliance, and Magnuson-Stevens Fishery Conservation and Management Act EFH Consultation #NWS 2011-778-WRD to be issued by USACE, NOAA Fisheries, and USFWS (PENDING)
- PATON Permit or Conditional Approval Letter to be issued by USCG (PENDING)

Between Piers 57 and 59: Grantee proposes one shell and gravel substrate enhancement feature.

Between Piers 60 and 61: Grantee proposes to install one habitat bench made of marine mattresses with a rock toe and sand sloping waterward from the seawall. Grantee also proposes one shell and gravel substrate enhancement feature.

2. ADDITIONAL OBLIGATIONS

- (1) Grantee shall post the Easement Property with no-wake advisories.
- (2) Grantee shall remove all trash and unauthorized fill, including concrete blocks or pieces, bricks, asphalt, metal, treated wood, glass, floating debris, and paper, in and around the applicant's project area and deposit at an approved upland disposal site. Removal must be complete as required by HPA Control #126724-1 issued by WA Department of Fish and Wildlife on 5/2/2013.

**ELLIOTT BAY SEAWALL PROJECT ACQUISITIONS
CONTACT LIST FOR PROPERTIES AFFECTED (Preliminary)**

Project Parcel No.	Tax ID No.	Property Address	Property Owner	Tax Payer's Address of Record (Name included only if different than Property owner.)
1	766620-2360	1901 Alaskan Way	City of Seattle	City of Seattle, DPR, Property Management, 800 Maynard Ave. S., 3rd Fl, Seattle, WA 98134
2	766620-2362	1901 Alaskan Way	State of Washington	City of Seattle, DPR, Property Management, 800 Maynard Ave. S., 3rd Fl, Seattle, WA 98134
3	766620-2363	No site address (Pier 63 water lot)	State of Washington	City of Seattle, DPR, Property Management, 800 Maynard Ave. S., 3rd Fl, Seattle, WA 98134
4	766620-2365	1515 Alaskan Way	City of Seattle	City of Seattle, DPR, Property Management, 800 Maynard Ave. S., 3rd Fl, Seattle, WA 98134
5	766620-2367	1515 Alaskan Way	State of Washington	City of Seattle, DPR, Property Management, 800 Maynard Ave. S., 3rd Fl, Seattle, WA 98134
6	766620-2368	1501 Alaskan Way	City of Seattle	City of Seattle, DPR, Property Management, 800 Maynard Ave. S., 3rd Fl, Seattle, WA 98134
7	766620-PUBL	No site address (sidewalk only)	City of Seattle	City of Seattle, DPR, Property Management, 800 Maynard Ave. S., 3rd Fl, Seattle, WA 98134
8	766620-2420	1421 Alaskan Way	City of Seattle	City of Seattle, DPR, Property Management, 800 Maynard Ave. S., 3rd Fl, Seattle, WA 98134
9	766620-2422	No site address (Pier 59 water Lot)	State of Washington	Department of Natural Resources, Product Sales & Leasing Division, P.O. Box 47016, Olympia, WA 98504
10	766620-2427	1421 Alaskan Way	State of Washington	City of Seattle, DPR, Property Management, 800 Maynard Ave. S., 3rd Fl, Seattle, WA 98134
11	766620-2430	1421 Alaskan Way	City of Seattle	City of Seattle, DPR, Property Management, 800 Maynard Ave. S., 3rd Fl, Seattle, WA 98134
12	766620-2435	1301 Alaskan Way	Pier 57 Corporation	City of Seattle, DPR, Property Management, 800 Maynard Ave. S., 3rd Fl, Seattle, WA 98134
13	766620-2485	1201 Alaskan Way	Pier 55 & 56 LLC	City of Seattle, DPR, Property Management, 800 Maynard Ave. S., 3rd Fl, Seattle, WA 98134
14	766620-2495	1003 Alaskan Way	Ivar's Real Estate Association	Pier 57 Corporation, 1301 Alaskan Way, Seattle, WA 98101
15	766620-2500	929 Alaskan Way	City of Seattle	Pier 55 & 56 LLC, c/o Martin Smith, Inc., 1932 1st Avenue, Ste 1000, Seattle, WA 98101
16	766620-2620	801 Alaskan Way	State of Washington	Ivar's Real Estate Association, Pier 54, Seattle, WA 98104
17	766620-2625	601 Alaskan Way	State of Washington	City of Seattle, FAS, 500 5th Ave., Ste 5200, P.O. Box 94689, WA 98124-4689
19	766620-2630	No site address (Pier 48, Warehouse demolished)	State of Washington	Washington State Ferries, Accounts Payable, Seattle Terminal, 2901 3rd Avenue, #500, Seattle, WA 98121
20	766620-2433	No site address	State of Washington	Department of Natural Resources, Product Sales & Leasing Division, P.O. Box 47016, Olympia, WA 98504

NOTE: All of the parcels on this Contact List will be affected by the Elliott Bay Seawall Project. All will involve the City's acquisition of some property interest from the property owner, ranging from temporary construction easements to the permanent taking of property. The permanent acquisitions rows are shaded.



FISCAL NOTE FOR CAPITAL PROJECTS ONLY

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Department of Transportation	Larry Huggins/684-5001	Christie Parker/684-5211

Legislation Title:

AN ORDINANCE relating to the Elliott Bay Seawall Project; authorizing the Director of Transportation to acquire, accept, and record, on behalf of the City of Seattle, an easement for portions of Block 176, Seattle Tide Lands, from the Washington State Department of Natural Resources, for enhancement and restoration of the aquatic ecosystems of Elliott Bay; authorizing the Director of the Department of Transportation to acquire, accept, and record both temporary and permanent property rights from abutting property owners located along Alaskan Way between Virginia Street and South Main Street, necessary or convenient for the Elliott Bay Seawall Project through negotiation or condemnation; placing the conveyed real property under the jurisdiction of the Seattle Department of Transportation and designating the property for transportation, utility, and general municipal purposes; authorizing payment of all other costs associated with acquisition; and ratifying and confirming prior acts.

Summary and background of the Legislation:

This legislation authorizes the Director to acquire property rights necessary for the Elliott Bay Seawall Project (the "Seawall Project") along portions of Alaskan Way between Virginia Street and South Main Street through negotiation or condemnation, including an Aquatic Lands Easement for Enhancement and Restoration of State Owned Aquatic Lands from the Washington State Department of Natural Resources, designates the property for transportation, utility and general municipal purposes, and places it under the jurisdiction of the Seattle Department of Transportation ("SDOT").

Alaskan Way, downtown Seattle's western-most arterial, runs along the shores of Elliott Bay and serves as a vital transportation and economic link for the City of Seattle. The seawall was constructed to run along Alaskan Way to form a buffer against the waters of Elliott Bay, extend the city's waterfront, ease north/south automobile and railroad travel, and make it easier to load and unload cargo from the many ships that sail into the Port of Seattle.

After the Nisqually Earthquake of 2001, the City inspected the seawall and determined that it had suffered severe damage, was compromised, and would not withstand another seismic event. In addition to being compromised by the earthquake, the timber has been eaten away by gribbles, which are microscopic marine borers that consume wood. Even without another natural catastrophe, the seawall is not expected to last another 50 years and will continue to deteriorate.



Project Name:	Project I.D.:	Project Location:	Start Date:	End Date:
Elliott Bay Seawall Project	TC367320	Alaskan Way/ S Washington ST/ Virginia ST	Q1/2013	Q4/2016

Please check any of the following that apply:

This legislation creates, funds, or anticipates a new CIP Project.

This legislation does not have any financial implications.

Appropriations for the Project are included in the 2013 Adopted Budget and the 2013-2018 Adopted Capital Improvement Program.

Other Implications:

a) Does the legislation have indirect financial implications, or long-term implications?

The City will be providing property owners just compensation for the property acquisitions necessary to complete the Seawall Project. Long-term leases will be secured for property to be used for habitat beach features and will be added to SDOT's inventory for future maintenance.

b) What is the financial cost of not implementing the legislation?

The proposed Elliott Bay Seawall is essential to both public safety and to the local and regional economy. The current aging seawall is compromised and not designed to withstand seismic events. Failure of the seawall could lead to widespread property damage, injury and loss of life, while severely disrupting public transportation and commerce, leaving the City vulnerable. The City needs to mitigate that risk by replacing the seawall.

c) Does this legislation affect any departments besides the originating department?

The Department of Parks and Recreation and the Department of Finance and Administrative Services has jurisdiction over several pieces of property that is needed for the Seawall Project. SDOT will be working with these departments to acquire the property rights necessary for the Seawall Project.

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

None.



e) Is a public hearing required for this legislation?

Public comments can be given at the public comment section of the Transportation Committee meeting scheduled to vote on this Council Bill.

f) Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

Yes. Under RCW 8.25.290, the City is required to publish notice of this action in both the Daily Journal of Commerce and the Seattle Times newspapers.

g) Does this legislation affect a piece of property?

Yes.

h) Other Issues:

None.

List attachments to the fiscal note below:

None.



City of Seattle
Office of the Mayor

September 3, 2013

Honorable Sally Clark
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Clark:

I am pleased to transmit the attached proposed Council Bill which authorizes the acquisition of property in connection with the Elliott Bay Seawall Project under the Alaskan Way Viaduct and Seawall Replacement project (the "Seawall Project"). This legislation also places the conveyances under the jurisdiction of the Seattle Department of Transportation and designates them for transportation, utility and municipal purposes.

The Alaskan Way seawall was constructed to run along Alaskan Way to form a buffer against the waters of Elliott Bay, extend the city's waterfront, ease north/south automobile and railroad travel, and make it easier to load and unload cargo from the many ships that sail into the Port of Seattle. Over time, the structure has deteriorated and is severely compromised from normal use, major storms, seismic activity, and by gribbles eating away at the timber.

The Seawall Project rebuilds the seawall to reduce the risk of damage to critical infrastructure along the downtown Seattle waterfront due to costal storms or seismic activity, improve public safety, and protect and enhance transportation and commerce in the area.

Thank you for your consideration of this legislation that will help to maintain the vitality of the Central Waterfront corridor as a major commerce hub and tourist destination. Should you have any questions, please contact Larry Huggins at 684-5001.

Sincerely,

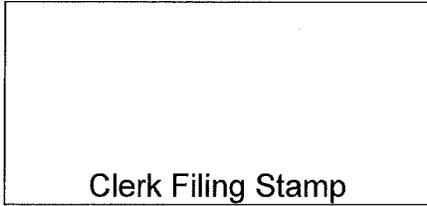
Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

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

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





**CERTIFICATE OF MAILING AND PUBLICATION OF NOTICE FOR
C.B. 117917**

I, Gretchen M. Haydel, Real Property Paralegal, hereby certify as follows:

(Check all that apply below.)

- 1. On the 18th day of September, 2013, I caused to be mailed via US Postal Service Certified Mail a
 - notice of condemnation or
 - other _____,
 a true and correct representative copy of which is attached and designated as Attachment A, to those persons whose names and addresses appear on the attached list as Attachment B.

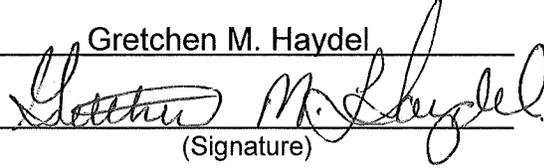
- 2. For condemnation legislation: The notice designated in Attachment A constitutes adequate notice to property owners, pursuant to RCW 8.12 and 8.25, that the City may take final action to authorize condemnation of the subject property.

- 3. The notice designated in Attachment A was published in the Seattle Times on September 23, 2013 and September 30, 2013 and the Daily Journal of Commerce on September 23, 2013 and September 30, 2013. The Affidavits of Publication are attached as Attachment C.

- 4. This Certificate of Mailing and Publication and complete Attachments A, B, and C are hereby filed with the City Clerk of the City of Seattle.

Dated this 7th day of October, 2013.

The City of Seattle, Washington

Gretchen M. Haydel


 (Signature)

Real Property Paralegal

Department of Transportation

(206) 233-5140



Seattle Department of Transportation

Peter Hahn, Director

September 18, 2013

[INSERT PROPERTY OWNER NAME AND ADDRESS]

VIA CERTIFIED MAIL

RE: City of Seattle Elliott Bay Seawall Project

Notice of Seattle City Council Special Committee on the Central Waterfront, Seawall, and Alaskan Way Viaduct Replacement Program Meeting and Seattle City Council Meeting Authorizing Acquisition of Property for Public Purposes through Negotiation and the Exercise of Eminent Domain (Condemnation)

Tax Parcel No.: (XXXXXX-XXXX)

Address: [Insert Address]

Dear Property Owner:

The purpose of this notice is to inform you that the City of Seattle City Council is expected to vote to approve an ordinance authorizing the Seattle Department of Transportation to acquire all property rights needed for the Elliott Bay Seawall Project (Project). This Project is a critical public safety project that will replace the existing seawall from South Washington Street to Virginia Street (central seawall) with a structure that meets current safety and design standards. The Project will also improve the nearshore ecosystem of Elliott Bay. The final City Council action on this ordinance will authorize the Seattle Department of Transportation to acquire all property rights needed for the Project through negotiations with property owners and the use of eminent domain (condemnation), if necessary. You have been identified as a property owner from whom all or a portion of your property will be needed, either temporarily or permanently, for the Project. A map indicating the Project alignment is enclosed for your information.

The City of Seattle (City) is required by RCW 8.25.290 to provide you with formal written notice before the City takes final action authorizing the condemnation of property. The City ordinance authorizing property acquisition through negotiation or condemnation will be on the agenda of the Seattle City Council Special Committee on the Central Waterfront, Seawall, and Alaskan Way Viaduct Replacement Program (Special Committee) for discussion and possible vote. The committee will take public testimony as a regular part of the meeting beginning at 2:30 p.m. (after the Full Council meeting) on Monday, October 7, 2013. Acquisition of the property identified above will be considered as part of the Special Committee's action on the ordinance at this public meeting.



Seattle Municipal Tower, 700 5th Avenue, Suite 3800, PO Box 34996, Seattle, WA 98124-4996
Tel: (206) 684-ROAD Tel: (206) 684-5000 Fax: (206) 684-5180

Web: www.seattle.gov/transportation

An equal opportunity employer. Accommodations for people with disabilities provided on request.

September 18, 2013

Page 2

If you wish to attend this Special Committee meeting, the committee meets in the City Council Chambers, which are located at 600 4th Avenue, 2nd Floor, Seattle, WA. The Council's Chambers and offices are physically accessible; print and communications access are provided upon request. Call 206-684-8888 (TDD: 206-233-0025) for further information.

If you would like, you will have the opportunity to express your views on the ordinance during the public comment section of the Special Committee meeting. The committee welcomes any property owner that would like to participate during the public comment section of the meeting. Public comments are received by the committee at the start of the meeting and are generally limited to a total of 10 minutes of comments for each agenda item. If you have questions about the committee meeting format, the agenda for the meeting, or the public comment section, please contact Norm Schwab (Legislative Analyst) at (206) 684-9292, or visit the Special Committee's website at the following address:
<http://www.seattle.gov/council/issues/viaduct.htm>

If the Special Committee approves the ordinance, it will then be scheduled for final City Council action. Final action on the ordinance by the City Council is expected on Monday, October 14, 2013 at 2:00 p.m. After approval of the ordinance by the full City Council, the City of Seattle may acquire property for the Project from you through negotiation, or may use its powers of eminent domain to condemn your property.

General information about the Project can be found on the City's website at the following address:
<http://www.seattle.gov/transportation/seawall.htm>

If you any questions regarding this notice, please do not hesitate to contact me or the offices mentioned in this letter.

Sincerely,

Samuel E. Spencer
SDOT Senior Real Property Agent
Seattle Department of Transportation – SMT 39-00
P.O. Box 34996
Seattle, WA 98124-4996
(206) 684-5150

Enclosure

cc: Council member Jean Godden, Chair, Special Committee
Council members Sally Bagshaw, Richard Conlin, and Tom Rasmussen,
Vice-Chairs, Special Committee

ATTACHMENT B

**ELLIOTT BAY SEAWALL PROJECT ACQUISITIONS
CONTACT LIST FOR PROPERTIES AFFECTED (Preliminary)**

Project Parcel No.	Tax ID. No.	Property Address	Property Owner	Tax Payer's Address of Record (Name included only if different than Property owner.)
1	766620-2360	1901 Alaskan Way	City of Seattle	City of Seattle, DPR, Property Management, 800 Maynard Ave. S., 3rd Fl, Seattle, WA 98134
2	766620-2362	1901 Alaskan Way	State of Washington	City of Seattle, DPR, Property Management, 800 Maynard Ave. S., 3rd Fl, Seattle, WA 98134
3	766620-2363	No site address (Pier 63 water lot)	State of Washington	City of Seattle, DPR, Property Management, 800 Maynard Ave. S., 3rd Fl, Seattle, WA 98134
4	766620-2365	1515 Alaskan Way	City of Seattle	City of Seattle, DPR, Property Management, 800 Maynard Ave. S., 3rd Fl, Seattle, WA 98134
5	766620-2367	1515 Alaskan Way	State of Washington	City of Seattle, DPR, Property Management, 800 Maynard Ave. S., 3rd Fl, Seattle, WA 98134
6	766620-2368	1501 Alaskan Way	City of Seattle	City of Seattle, DPR, Property Management, 800 Maynard Ave. S., 3rd Fl, Seattle, WA 98134
7	766620-PUBL	No site address (sidewalk only)	City of Seattle	City of Seattle, DPR, Property Management, 800 Maynard Ave. S., 3rd Fl, Seattle, WA 98134
8	766620-2420	1421 Alaskan Way	City of Seattle	City of Seattle, DPR, Property Management, 800 Maynard Ave. S., 3rd Fl, Seattle, WA 98134
9	766620-2422	No site address (Pier 59 water Lot)	State of Washington	Department of Natural Resources, Product Sales & Leasing Division, P.O. Box 47016, Olympia, WA 98504
10	766620-2427	1421 Alaskan Way	State of Washington	City of Seattle, DPR, Property Management, 800 Maynard Ave. S., 3rd Fl, Seattle, WA 98134
11	766620-2430	1421 Alaskan Way	City of Seattle	City of Seattle, DPR, Property Management, 800 Maynard Ave. S., 3rd Fl, Seattle, WA 98134
12	766620-2435	1301 Alaskan Way	Pier 57 Corporation	Pier 57 Corporation, 1301 Alaskan Way, Seattle, WA 98101
13	766620-2485	1201 Alaskan Way	Pier 55 & 56 LLC	Pier 55 & 56 LLC, c/o Martin Smith, Inc., 1932 1st Avenue, Ste 1000, Seattle, WA 98101
14	766620-2495	1003 Alaskan Way	Ivar's Real Estate Association	Ivar's Real Estate Association, Pier 54, Seattle, WA 98104
16	766620-2620	801 Alaskan Way	State of Washington	Washington State Ferries, Accounts Payable, Seattle Terminal, 2901 3rd Avenue, #500, Seattle, WA 98121
17	766620-2625	601 Alaskan Way	State of Washington	Department of Natural Resources, Product Sales & Leasing Division, P.O. Box 47016, Olympia, WA 98504
19	766620-2630	No site address (Pier 48, Warehouse demolished)	State of Washington	State of Washington, Department of Transportation, P.O. Box 47338, Olympia, WA 98504
20	766620-2433	No site address	State of Washington	Department of Natural Resources, Product Sales & Leasing Division, P.O. Box 47016, Olympia, WA 98504

NOTE: All of the parcels on this Contact List will be affected by the Elliott Bay Seawall Project. All will involve the City's acquisition of some property interest from the property owner, ranging from temporary construction easements to the permanent taking of property. The permanent acquisitions rows are shaded.

The Seattle Times

City of Seattle - Transportation
A/P for Dept of Transportation
PO Box 34996

Seattle, WA 98124

Re: Advertiser Account # 104284

Agency Account #: 0

Ad #: 364175

Agency Name:

Affidavit of Publication

STATE OF WASHINGTON
Counties of King and Snohomish

The undersigned, on oath states that he/she is an authorized representative of The Seattle Times Company, publisher of The Seattle Times of general circulation published daily in King and Snohomish Counties, State of Washington. The Seattle Times has been approved as a legal newspaper by others of the Superior Court of King and Snohomish Counties.

The notice, in the exact form annexed, was published in the regular and entire issue of said paper or papers and distributed to its subscribers during all of the said period.

Newspaper and Publication Date(s)	
Seattle Times	09/23/13
Seattle Times	09/30/13

Craig Pappas

Agent

Signature

Craig Pappas

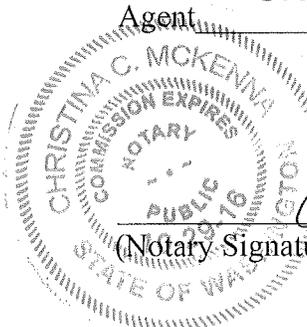
Subscribed and sworn to before me on

Sept 30, 2013

DATE
Christina C. McKenna

Christina C. McKenna

(Notary Signature) Notary Public in and for the State of Washington, residing at Seattle



The Seattle Times

Re: Advertiser Account # 104284

Ad #: 364175

Agency Account #: 0

Agency Name:

AD TEXT

Notice of Public Meeting and Planned Final Action by the Seattle City Council Regarding the Elliott Bay Seawall Project Acquisition Ordinance and Authorizing Property Acquisition by Negotiation and/or Eminent Domain (Condemnation).

Attention all parties holding an interest in, or any portion thereof, the following King County Tax Parcel Numbers located in Seattle, Washington: 766620-2360, 766620-2362, 766620-2363, 766620-2365, 766620-2367, 766620-2368, 766620-PUBL, 766620-2420, 766620-2422, 766620-2427, 766620-2430, 766620-2435, 766620-2485, 766620-2495, 766620-2500, 766620-2620, 766620-2625, 766620-2630, and 766620-2433.

The City of Seattle will hold a planned public meeting to consider an ordinance of the Seattle City Council authorizing the acquisition of all property rights needed for the Elliott Bay Seawall Project for public purposes, through negotiation and/or the exercise of eminent domain (condemnation). The City will introduce the ordinance at the Seattle City Council Special Committee on the Central Waterfront, Seawall, and Alaskan Way Viaduct Replacement Program (Special Committee) meeting for discussion and possible vote at 2:30 p.m. (after the Full Council meeting) on Monday, October 7, 2013. The committee meets in the City Council chambers, which are located at 600 4th Avenue, 2nd Floor, Seattle, WA. Public testimony will also be taken at this time.

If the Special Committee approves the ordinance, it will then be scheduled for full City Council action on Monday, October 14, 2013 at 2:00 p.m. at the City Council's chambers, which are located at 600 4th Avenue, 2nd Floor, Seattle, WA. At this meeting, the City Council is expected to take final action on the proposed ordinance, which authorizes acquisition by negotiation and/or condemnation of all or a portion of the properties identified above, either temporarily or permanently, for the project. The City is required by RCW 8.25.290 to provide this notice before the City takes final action authorizing condemnation of property.

Any questions about the project, proposed ordinance, or City Council meeting, may be directed to Sam Spencer, SDOT Senior Real Property Agent, at (206) 684-5150, or visit the City Council's website at: www.seattle.gov/council/.

General information about the Elliott Bay Seawall Project can be found at: <http://www.seattle.gov/transportation/seawall.htm>

Minnesota, Atlanta reach best-of-5 Finals

WNBA PLAYOFFS

The Associated Press

PHOENIX — Minnesota is headed back to a familiar place — the WNBA Finals.

Maya Moore scored 27 points, Seimone Augustus added 22 and the Lynx beat the Phoenix Mercury 72-65 Sunday to advance with a sweep of the best-of-three Western Conference finals. This is the third straight year Minnesota has reached the championship round.

"It's really fun, but it's still not the ultimate prize," said Moore, who is averaging 21.5 points in the playoffs.

Minnesota will open the best-of-five Finals on Sunday against visiting Atlanta, which completed its sweep

of Indiana earlier in the day. The series is a rematch of the 2011 Finals, won by the Lynx in three games.

Diana Taurasi had 21 points for Phoenix, which shot 37 percent.

"We shot the ball incredibly poor, but I think a lot of that was we took ill-advised shots," Mercury coach Russ Pennell said.

OTHER GAME

Dream 67, at Fever 53

Angel McCoughtry scored 27 points for Atlanta, which is in the WNBA Finals for the third time in four years.

Tamika Catchings had 24 points for defending champion Indiana, which is coached by ex-Storm coach Lin Dunn.

Summaries > C9



HULTZ / THE SEATTLE TIMES
em before his final game.

PUBLIC NOTICES

To place a legal ad call 206/652-6018 or email us at legals@seattletimes.com

Legal Notices

CITY OF DUVALL NOTICE OF A QUORUM

A quorum of the Duvall City Council may be in attendance at the Snoqualmie Valley Governments Association's regularly scheduled Quarterly Meeting that will be held on Wednesday, October 2, 2013, at 6:30 pm, at the Duvall Visitors Center located 15619 Main Street NE, Duvall, WA 98019. City of Duvall official action will NOT be taken. For more information, please contact Duvall City Hall, 425-788-1185.

Public Notices

CITY OF DUVALL NOTICE OF CITY COUNCIL SPECIAL MEETING/ BUDGET WORKSHOP

Notice is hereby given that the City Council of the City of Duvall, Washington will hold a Budget Workshop at WRECK Center (the old Community Center) 26512 Stella St. NE, Duvall, WA

Thursday, October 3, 2013, at 6:00 p.m. THE WORKSHOP FOCUS WILL BE ON THE CITY OF DUVALL 2014 BUDGET

For further information, contact Duvall City Hall, 425-788-1185, PO Box 1300, Duvall, WA, 98019.

CITY OF SAMMAMISH
801 228th Ave. SE, Sammamish, WA, 98075
Phone: 425 295 0500 Fax: 425 295 0600
Web: www.ci.sammamish.wa.us

Notice Application for a Subdivision/SEPA Notification BARRINGTON - PSUB2013 00153

Project Description: Barrington Homes, LLC is proposing to plat approximately 13.37 acres (currently comprising of five parcels) into a 45-lot subdivision for single-family development. One existing home will remain; four homes and outbuildings on the properties are proposed to be removed as part of the development. There are no known critical areas on the subject properties.

The applicant (Barrington Homes, LLC) applied for the above project on August 21, 2013; following a review to confirm that a complete application had been received, the City issued a letter of completion to the applicant on September 20, 2013. On September 30, 2013, the City issued this Notice of Application / SEPA Notification by the following means: mailed notice to property owners within 500 feet of the sub-

Public Notices

Notice of Public Meeting and Planned Final Action by the Seattle City Council Regarding the Elliott Bay Seawall Project Acquisition Ordinance and Authorizing Property Acquisition by Negotiation and/ or Eminent Domain (Condemnation).

Attention all parties holding an interest in, or any portion thereof, the following King County Tax Parcel Numbers located in Seattle, Washington: 766620-2360, 766620-2362, 766620-2363, 766620-2365, 766620-2367, 766620-2368, 766620-PUBL, 766620-2420, 766620-2422, 766620-2427, 766620-2430, 766620-2435, 766620-2485, 766620-2495, 766620-2500, 766620-2620, 766620-2625, 766620-2630, and 766620-2433.

The City of Seattle will hold a planned public meeting to consider an ordinance of the Seattle City Council authorizing the acquisition of all property rights needed for the Elliott Bay Seawall Project for public purposes, through negotiation and/or the exercise of eminent domain (condemnation). The City will introduce the ordinance at the Seattle City Council Special Committee on the Central Waterfront, Seawall, and Alaskan Way Viaduct Replacement Program (Special Committee) meeting for discussion and possible vote at 2:30 p.m. (after the Full Council meeting) on Monday, October 7, 2013. The committee meets in the City Council chambers, which are located at 600 4th Avenue, 2nd Floor, Seattle, WA. Public testimony will also be taken at this time.

If the Special Committee approves the ordinance, it will then be scheduled for full City Council action on Monday, October 14, 2013 at 2:00 p.m. at the City Council's chambers, which are located at 600 4th Avenue, 2nd Floor, Seattle, WA. At this meeting, the City Council is expected to take final action on the proposed ordinance, which authorizes acquisition by negotiation and/or condemnation of all or a portion of the properties identified above, either temporarily or permanently, for the project. The City is required by RCW 8.25.290 to provide this notice before the City takes final action authorizing condemnation of property.

Any questions about the project, proposed ordinance, or City Council meeting, may be directed to Sam Spencer, SDOT Senior Real Property Agent, at (206) 684-5150, or visit the City Council's website at: www.seattle.gov/council/

General information about the Elliott Bay Seawall Project can be found at: <http://www.seattle.gov/transportation/seawall.htm>

Request for Proposal

Hearing Notices

City Of Bothell NOTICE OF PUBLIC HEARING

The Bothell City Council will hold a public hearing on Tuesday, October 15, 2013, 6:00 pm or later, in the Bothell Municipal Court/Council Chambers, 10116 NE 183rd Street, Bothell, Washington. The purpose of the meeting is to consider final action on the following:

An ordinance providing for the acquisition by eminent domain of certain lands necessary to be acquired for public purposes in order to construct Horse Creek channel and 98th Avenue NE improvements located in the City of Bothell, Washington.

The ordinance includes condemnation of a portion of the properties listed below:

Parcel No. Property Address

062606-9225	9702 NE 188th St Bothell, WA 98011
072605-9265	18215 98th Ave NE Bothell, WA 98011
062605-9230	9710 NE 188th St Bothell, WA 98011
237420-0010	18220 98th Ave NE Bothell, WA 98011
062605-9233	9802 NE 188th St Bothell, WA 98011
237420-0005	18226 98th Ave NE Bothell, WA 98011
062605-9121	9815 NE 188th St Bothell, WA 98011
072605-9004	18315 98th Ave NE Bothell, WA 98011
072605-9120	18107 98th Ave NE Bothell, WA 98011
072605-9111	18317 98th Ave NE Bothell, WA 98011
072605-9240	18119 98th Ave NE Bothell, WA 98011
072605-9151	18041 Bothell Way NE Bothell, WA 98011
237420-0025	18204 98th Ave NE Bothell, WA 98011
237420-0065	18107 Bothell Way NE Bothell, WA 98011
237420-0016	18212 98th Ave NE Bothell, WA 98011

The public is invited to comment at the public hearing or by submitting written comments or questions prior to the meeting to the Bothell City Clerk, 16305 101st Avenue NE, Bothell, WA 98011. For further information, please contact Ronnie Bennett, Project Manager, at 425.486.2768 ext. 6825 or ronnie.bennett@ci.bothell.wa.us.

PUBLIC NOTICES

To place a legal ad call 206/652-6018 or email us at legals@seattletimes.com

Public Notices

City of Kenmore Development Services SEPA DETERMINATION OF NON-SIGNIFICANCE

File #: PRJ2013-035
Applicant/Owner: City of Kenmore
Planner: Andrew Bauer
Telephone #: 425-398-8900
E-mail: abauer@kenmorewa.gov
Date Application Filed: 6/4/13
Project Location: Log Boom Park (west of intersection at NE 175th Street and 61st Avenue NE; Kenmore WA 98028). Tax parcel number 112604-9148.

Project Description: Proposal to install a seasonal float during spring/summer months) attached to the existing public pier located at Log Boom Park. The float is proposed to be 10 feet by 42 feet connected to the existing pier with an aluminum ramp 5 feet by 28 feet. The float is proposed to provide a launch point for hand-powered watercraft in Lake Washington. Mitigation for the new float will include removal of two dolphins containing six 10-inch to 12-inch creosote-treated pilings on the site in the vicinity of the location for the proposed float.

SEPA Official: Bryan Hampson, Development Services Director

SEPA Determination: The City of Kenmore has determined that the above-referenced proposal does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) will not be required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request. A Determination of Nonsignificance (DNS) is issued under WAC 197-11-340-340. This DNS is issued after using the Optional DNS process in WAC 197-11-355. There is no further comment period on the determination.

Appeals: Any agency or person may appeal SEPA procedural compliance to the Kenmore Hearings Examiner by filing a written notice and statement of appeal and \$125 filing fee with the Kenmore City Clerk. Such appeal must be filed within 21 days of the date of issuance of this Determination of Nonsignificance. The last date for filing such an appeal will be October 14, 2013. Procedural determinations include the adequacy of the Determination of Nonsignificance, whether proper notice has been given, and whether the commenting period has been observed. The statement of appeal shall state: 1) Specific reasons why the threshold determination should be reversed or modified; and 2) The harm suffered or anticipated by the appellant and relief sought. The scope of an appeal shall be based on matters raised in the Statement of Appeal. Failure to timely file a Notice and Statement of Appeal deprives the Hearing Examiner jurisdiction to consider the appeal. The pendency of a procedural appeal shall stay any action on this proposal until final determination by the Hearing Examiner.

Associated Permits: The associated Shoreline Conditional Use Permit application will be transmitted to Washington Department of Ecology for a final decision on the application following the completion of the SEPA appeal period and/or final ruling on any SEPA appeals.

City of Kenmore Development Services
18120 68th Avenue NE
P.O. Box 82607
Kenmore, WA 98028-0607

LOCAL IMPROVEMENT DISTRICT NO. 33

Notice is hereby given that the Tukwila City Council, at its regular City Council meeting of Tuesday, September 3, 2013, passed the following ordinance. The summary of the contents of said ordinance, consisting of the title, is as follows:

Ordinance No. 2408: An ordinance of the City Council of the City of Tukwila, Washington, approving and confirming the assessment roll for the Klickitat Local Improvement District No. 33 for construction of improvements to urban access for the Southcenter Area; and levying and assessing a part of the costs and expenses thereof against the lots, tracts, parcels of land and other property as shown on the assessment roll.

Notice is hereby given that in pursuance of Ordinance No. 2266 which created the assessment roll and approved by Ordinance No. 2408 of the City of Tukwila, the final assessment roll has been filed with the City's Finance Director for the collection of the assessment levied for: Klickitat Local Improvement District No. 33 for the Tukwila Urban Center Access Project Improvements to the Southcenter Area.

Said assessment may be paid on or before October 16, 2013, without penalty, interest or additional costs. If the assessment is not paid in full by October 16, 2013 interest at the estimated rate of 6.50% per annum will attach, the actual interest rate to be fixed by in the Bond Purchase Contract.

Any assessment not paid by that date may be made in 15 annual installments of approximately equal principal amounts plus

Public Notices

NOTICE OF FINAL ACTION AUTHORIZING CONDEMNATION

Property location: 8809 Fremont Ave N; Seattle, WA 98103 (King County Parcel No. 643150-0171) by condemnation. The property is legally described as: The north 24.5 feet of Lot 2, and all of Lot 3, Block 4, Osner's Suburban Homes Addition, according to the Plat thereof recorded in Volume of Plats, page 92, in King County, Washington; EXCEPT that portion thereof lying north of a line beginning at a point on the west line of Fremont Avenue North 94.8 feet south of the northeast corner of Lot 3, and running thence west and parallel with the north line of Lot 3, a distance of 80.1 feet to the west line of the east 80 feet of said Lot 3.

As required by State law, the Department of Parks and Recreation is notifying you of its intention to acquire ownership of the above property located in Seattle, WA using its power of eminent domain.

Municipal legislation will be presented for final action by adoption by the Seattle City Council of the Council Bill 117907, authorizing condemnation, on Monday, October 7, 2013 at 2:00 p.m. in Seattle City Council Chambers located on the 2nd floor of Seattle City Hall, 600 Fourth Avenue, Seattle, WA 98104.

All persons claiming an interest in the property may appear and be heard on the date and time identified above before adoption of Council Bill 117907.

For further information, please contact Donald Harris, Parks and Greenspaces Acquisition Manager, at (206) 684-8018.

Notice of Public Meeting and Planned Final Action by the Seattle City Council Regarding the Elliott Bay Seawall Project Acquisition Ordinance and Authorizing Property Acquisition by Negotiation and/or Eminent Domain (Condemnation).

Attention all parties holding an interest in, or any portion thereof, the following King County Tax Parcel Numbers located in Seattle, Washington: 76620-2200, 766620-2362, 766620-2363, 766620-2365, 766620-2367, 766620-2369, 766620-PUBL, 766620-2420, 766620-2422, 766620-2427, 766620-2430, 766620-2435, 766620-2485, 766620-2495, 766620-2500, 766620-2620, 766620-2625, 766620-2630, and 766620-2433.

The City of Seattle will hold a planned public meeting to consider an ordinance of the Seattle City Council authorizing the acquisition of all property rights needed for the Elliott Bay Seawall Project for public purposes, through negotiation and/or the exercise of eminent domain (condemnation). The City will introduce the ordinance at the Seattle City Council Special Committee on the Central Waterfront, Seawall, and Alaskan Way Viaduct Replacement Program (Special Committee) meeting for discussion and possible vote at 2:30 p.m. (after the Full Council meeting) on Monday, October 7, 2013. The committee meets in the City Council chambers, which are located at 600 4th Avenue, 2nd Floor, Seattle, WA. Public testimony will also be taken at this time.

If the Special Committee approves the ordinance, it will then be scheduled for full City Council action on Monday, October 14, 2013 at 2:00 p.m. at the City Council chambers, which are located at 600 4th Avenue, 2nd Floor, Seattle, WA. At this meeting, the City Council is expected to take final action on the proposed ordinance, which authorizes acquisition by negotiation and/or condemnation of all or a portion of the properties identified above, either temporarily or permanently, for the project. The City is required by RCW 8.25.290 to provide this notice before the City takes final action authorizing condemnation of property.

Any questions about the project, proposed ordinance, or City Council meeting, may be directed to Sam Spencer, SDOT Senior Real Property Agent, at (206) 684-5150, or visit the City Council's website at: www.seattle.gov/council/.

General information about the Elliott Bay Seawall Project can be found at: <http://www.seattle.gov/transportation/seawall.htm>

The U-Haul office at 14429 Highway 99 hereby notifies the owners of the following storage units that goods in said units will be auctioned off to the public to satisfy rents and fees due. The sale will be conducted by:

JR Wilkone Auction, 6404 Waller Rd E, Tacoma, Washington 98443 (253) 606-3745. The auction will be held on or after September 24, 2013. The auction will start at 9:00 am at the North Lynnwood location.

- UHC of North Lynnwood**
25-0005 Erin Lee Richardson
25-0501 Cy Baker
25-0514 Lynette Jergensen
25-0815 Pavel Shepelyuk
25-1529 Douglas Fontenot
25-1631 Steven Atkinson
25-1718 Nichole Tobin
25-2008 Kellie Olson
25-2733 Melissa Romero
25-2914 Jana Peterson
25-3008 Brandon David

Hearing Notices

City of Bothell NOTICE OF PUBLIC HEARING

The Bothell City Council will hold a public hearing on Tuesday, October 15, 2013, 6:00 pm or later, in the Bothell Municipal Court/Council Chambers, 10116 NE 183rd Street, Bothell, Washington. The purpose of the meeting is to consider final action on the following:

An ordinance providing for the acquisition by eminent domain of certain lands necessary to be acquired for public purposes in order to construct Horse Creek channel and 98th Avenue NE Improvements located in the City of Bothell, Washington.

The ordinance includes condemnation of a portion of the properties listed below:

Parcel No.	Property Address
062606-9225	9702 NE 188th St Bothell, WA 98011
072605-9265	18215 98th Ave NE Bothell, WA 98011
062605-9230	9710 NE 188th St Bothell, WA 98011
237420-0010	18220 98th Ave NE Bothell, WA 98011
062605-9233	9802 NE 188th St Bothell, WA 98011
237420-0005	18226 98th Ave NE Bothell, WA 98011
062605-9121	9815 NE 188th St Bothell, WA 98011
072605-9004	18315 98th Ave NE Bothell, WA 98011
072605-9120	18107 98th Ave NE Bothell, WA 98011
072605-9111	18317 98th Ave NE Bothell, WA 98011
072605-9240	18119 98th Ave NE Bothell, WA 98011
072605-9151	18041 Bothell Way NE Bothell, WA 98011
237420-0025	18204 98th Ave NE Bothell, WA 98011
237420-0065	18107 Bothell Way NE Bothell, WA 98011
237420-0016	18212 98th Ave NE Bothell, WA 98011

The public is invited to comment at the public hearing or by submitting written comments or questions prior to the meeting to the Bothell City Clerk, 18305 101st Avenue NE, Bothell, WA 98011. For further information, please contact Ronnie Bennett, Project Manager, at 425.486.2758 ext. 6825 or ronnie.bennett@ci.bothell.wa.us.

Any person may attend the hearing and speak to Council regarding the issue.

SPECIAL ACCOMMODATIONS: The City of Bothell strives to provide accessible meetings for people with disabilities. If you require special accommodations, please contact the ADA Coordinator at 425.486.3256 at least three days prior to the meeting.

/s/ JoAnne Trudel, Bothell City Clerk
Publication Newspaper: Seattle Times
Publication Dates: September 23 and 30, 2013
Publication Newspaper: Bothell Reporter
Publication Dates: September 20 and October 4, 2013

PUBLIC HEARING CITY OF KENMORE, WASHINGTON P.O. Box 82607 Kenmore, WA 98028

PUBLIC HEARING ON THE CITY OF KENMORE'S PARK RECREATION AND OPEN SPACE (PROS) PLAN INCLUDING AMENDMENTS TO THE COMPREHENSIVE PLAN.

Notice is hereby given that the City of Kenmore Planning Commission will hold a public hearing on Tuesday, October 1, 2013, 7:00 p.m., at Kenmore City Hall, Council Chambers, 18120 68th Avenue NE regarding the City's proposed Park Recreation and Open Space (PROS) Plan, which includes proposed amendments to the Comprehensive Plan. The PROS plan is a guide for the development of parks and recreational facilities and services through the year 2035. Additional information is available on the City's website www.kenmorewa.gov or at City Hall. Citizens attending the hearing have the right and are invited to express their views by oral and/or written comments concerning the proposal.

Nancy Meehan
Administrative Assistant
Published in the Seattle Times on September 23, 2013.

Connect
with the
Northwest's

STATE OF WASHINGTON -- KING COUNTY

--SS.

302715
CITY OF SEATTLE:SDOT

No.

Affidavit of Publication

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

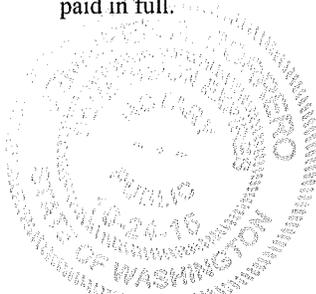
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:SEAWALL PUBL MEETING

was published on

09/23/13 09/30/13

The amount of the fee charged for the foregoing publication is the sum of \$199.32 which amount has been paid in full.



[Signature]
Subscribed and sworn to before me on
09/30/2013
[Signature]
Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle

Elliot Bay Seawall

Notice of Public Meeting and Planned Final Action by the Seattle City Council Regarding the Elliott Bay Seawall Project Acquisition Ordinance and Authorizing Property Acquisition by Negotiation and/or Eminent Domain (Condemnation).

Attention all parties holding an interest in, or any portion thereof, the following King County Tax Parcel Numbers located in Seattle, Washington: 766620-2360, 766620-2362, 766620-2363, 766620-2365, 766620-2367, 766620-2368, 766620-PUBL, 766620-2420, 766620-2422, 766620-2427, 766620-2430, 766620-2435, 766620-2485, 766620-2495, 766620-2500, 766620-2620, 766620-2625, 766620-2630, and 766620-2433.

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If the Special Committee approves the ordinance, it will then be scheduled for full City Council action on Monday, October 14, 2013 at 2:00 p.m. at the City Council's chambers, which are located at 600 4th Avenue, 2nd Floor, Seattle, WA. At this meeting, the City Council is expected to take final action on the proposed ordinance, which authorizes acquisition by negotiation and/or condemnation of all or a portion of the properties identified above, either temporarily or permanently, for the project. The City is required by RCW 8.25.290 to provide this notice before the City takes final action authorizing condemnation of property.

Any questions about the project, proposed ordinance, or City Council meeting, may be directed to Sam Spencer, SDOT Senior Real Property Agent, at (206) 684-5150, or visit the City Council's website at: www.seattle.gov/council/

General information about the Elliott Bay Seawall Project can be found at: <http://www.seattle.gov/transportation/seawall.htm>

Dates of publication in the Seattle Daily Journal of Commerce, September 23 and 30, 2013.

9/30(302715)

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CITY NOTICES

City of Seattle

Notices of Decisions
September 30 2013

The Director of the Department of Planning and Development has reviewed the Master Use Permit application(s) below and issued the following decisions. Interested parties may appeal these decisions.

Hearing Examiner Appeals

To appeal to the City's Hearing Examiner, the appeal MUST be in writing. Appeals may be filed online at <http://www.seattle.gov/examiner/efile.htm> or deliver your appeal <http://www.seattle.gov/examiner/LANDUSEAPPLFORM.pdf> in person to the Hearing Examiner's office at the 40th floor of Seattle Municipal Tower at 700 Fifth Ave. or mail it to the City of Seattle Hearing Examiner, P.O. Box 94729, Seattle, WA 98124-4729.

Appeals must be received prior to 5:00 P.M. of the appeal deadline indicated below and be accompanied by a \$50.00 filing fee in the form of a check payable to the City of Seattle or a credit/debit card (Visa and MasterCard only) payment made in person or by telephone at 206-684-0521. (The Hearing Examiner may waive the appeal fee if the person filing the appeal demonstrates that payment would cause financial hardship).

The appeal must identify all the specific Master Use Permit component(s) being appealed, specify exceptions or objections to the decision, and the relief sought. Appeals to the Hearing Examiner must conform in content and form to the Hearing Examiner's rules governing appeals. A copy of the Hearing Examiner Rules is available for \$1.75 from DPD. The Hearing Examiner's Office also provides a "Public Guide to Appeals and Hearings Before the Hearing Examiner" <http://www.seattle.gov/examiner/guide-toc.htm>. To be assured of a right to have your views heard, you must be party to an appeal. Do not assume that you will have an opportunity to be heard if someone else has filed an appeal from the decision. For information regarding appeals, visit the Hearing Examiner's website at www.seattle.gov/examiner or call them at (206) 684-0521.

Interpretations

Issues concerning the proper application of any development regulation in the Land Use and Zoning Code (Title 23) or regulations for Environmentally Critical Areas (Chapter 25.09) cannot be raised as part of this appeal. These issues can be considered in an interpretation, which may be appealed to the Hearing Examiner. Interpretations may be requested by any interested person. Requests for interpretations must be filed in writing prior to 5:00 P.M. on the appeal deadline indicated below and be accompanied by a \$2,000.00 fee payable to the City of Seattle. (This fee covers the first eight hours of review. Additional hours will be billed at \$250.00.) Requests must be submitted to the Department of Planning and Development, Code Interpretation and Implementation Section, 700 5th Av Ste 2000, PO Box 34019, Seattle WA 98124-4019. Questions regarding how to apply for a formal interpretation may be asked by phone by calling (206) 684-8467.

Shoreline Decisions

An appeal from a shoreline decision is made to the State Shorelines Hearing Board. It is NOT made to the City Hearing Examiner. The appeal must be in writing and filed within 21 days of the date the DPD decision is received by the State Department of Ecology (DOE). The DPD decision will be sent to DOE by the close of business on the Friday of this week. If the Shoreline decision involves a shoreline variance or shoreline conditional use, the appeal must be filed within 21 days after DOE has made their decision. The information necessary for DOE to make their decision will be sent to them by the close of business on the Friday of this week. The beginning of the appeal period may also be provided to you by calling (206) 684-8467. The minimum requirements for the content of a shoreline appeal and all the parties who must be served within the appeal period cannot be summarized here but written instructions are available at the Department of Planning and Development (Client Assistance Memo 232), 700 5th Av Ste 2000, PO Box 34019, Seattle, WA 98124-4019, (206) 684-8467 or contact the Shorelines Hearing Board at (360) 459-6327. Failure to properly file an appeal within the required time period will result in dismissal of the appeal. In cases where a shoreline and environmental decision are the only components, the appeal for both shall be filed with the State Shorelines Hearing Board. When a decision has been made on a shoreline

Land Use Application to subdivide one development site into five unit lots. The construction of residential units is being reviewed under Project #6244005. This subdivision of property is only for the purpose of allowing sale or lease of the unit lots. Development standards will be applied to the original parcel and not to each of the new unit lots.

The following appealable decisions have been made based on submitted plans:

Conditionally Grant - Short Subdivision to create five unit lots.

Conditions: Conditions have been placed on this project. You may view the decision through our web-based Land Use Information Bulletin, or contact either the assigned planner whose name and phone number appears above, or contact the Public Resource Center (206-684-8467, prc@seattle.gov).

Appeals of this decision must be received by the Hearing Examiner no later than

Date of publication in the Seattle Daily Journal of Commerce, September 30, 2013.
9/30(302971)

City of Seattle

Workers Compensation
Best Practices
Proposals Due: October 18

THE CITY OF SEATTLE
SEATTLE CITY LIGHT DEPARTMENT
REQUEST FOR QUALIFICATIONS
for

Solicitation #SCL- 11571-A
Workers Compensation Best Practices
and Benchmarking Study

The City of Seattle, Seattle City Light Department ("SCL"), seeks to engage a consultant to provide consulting services to assist with improving the cost-effectiveness and efficient delivery of the services and to provide actionable data around industry-wide challenges.

SCL is seeking qualified firms to provide the following:

Knowledge, essential skills, experience, and analysis approach to provide SCL with an analysis and recommendations for SCL regarding workers compensation policies as compared to electric utilities including:

1. Benchmark best practices electric utilities, provide gap analysis between those utilities' practices and City Light's Workers Compensation Program, and then provide best practices recommendations for City Light.

- a. Metrics ID
- b. Benchmarking
- c. Case studies of best practices
- d. Recommendations for improvement

2. Determine and recommend adequate cost-effective methods for the overall claims process, from forms access to filing procedures.

3. How other similar utilities with comparable laws in Washington State process their claims.

4. Determine if other utility companies have a triage program, how it is staffed and managed, and cost to run a triage program.

5. Provide information and recommendations about best practice utilities that have pre-employment screening, without violating the Americans with Disabilities Act.

6. Provide information and recommendations about how best practices utilities allocate claim's expenses related to pre-existing health conditions.

7. Provide Case Studies from at least two best practices public electric utilities in states with Workers Compensation laws that are similar to those in Washington State. Possible case studies could come from members of the Large Public Power Council (LPPC) and/or American Public Power Association (APPA).

8. Recommend incentive programs to help reduce injuries and reduce costs.

Workers Compensation Best Practices and Benchmarking Study 2

The term of the contract shall extend from the date of execution by the Superintendent of Seattle City Light, or designee, through December 31, 2014. City Light has identified a budget for this project of \$65,000.00 to \$99,000.00

SCL may at its option amend the original contract for scope, time, and funding, subject

City of Seattle

Elliot Bay Seawall

Notice of Public Meeting and Planned Final Action by the Seattle City Council Regarding the Elliott Bay Seawall Project Acquisition Ordinance and Authorizing Property Acquisition by Negotiation and/or Eminent Domain (Condemnation).

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The City of Seattle will hold a planned public meeting to consider an ordinance of the Seattle City Council authorizing the acquisition of all property rights needed for the Elliott Bay Seawall Project for public purposes, through negotiation and/or the exercise of eminent domain (condemnation). The City will introduce the ordinance at the Seattle City Council Special Committee on the Central Waterfront, Seawall, and Alaskan Way Viaduct Replacement Program (Special Committee) meeting for discussion and possible vote at 2:30 p.m. (after the Full Council meeting) on Monday, October 7, 2013. The committee meets in the City Council chambers, which are located at 600 4th Avenue, 2nd Floor, Seattle, WA. Public testimony will also be taken at this time.

If the Special Committee approves the ordinance, it will then be scheduled for full City Council action on Monday, October 14, 2013 at 2:00 p.m. at the City Council's chambers, which are located at 600 4th Avenue, 2nd Floor, Seattle, WA. At this meeting, the City Council is expected to take final action on the proposed ordinance, which authorizes acquisition by negotiation and/or condemnation of all or a portion of the properties identified above, either temporarily or permanently, for the project. The City is required by RCW 8.25.290 to provide this notice before the City takes final action authorizing condemnation of property.

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General information about the Elliott Bay Seawall Project can be found at: <http://www.seattle.gov/transportation/seawall.htm>

Dates of publication in the Seattle Daily Journal of Commerce, September 23 and 30, 2013.

9/30(302715)

City of Seattle

NOTICE OF FINAL ACTION
AUTHORIZING CONDEMNATION

Property location: 8809 Fremont Ave N; Seattle, WA 98103 (King County Parcel No. 643150-0171) by condemnation: The property is legally described as: The north 24.5 feet of Lot 2, and all of Lot 3, Block 4, Osner's Suburban Homes Addition, according to the Plat thereof recorded in Volume 9 of Plats, page 92, in King County, Washington; EXCEPT that portion thereof lying north of a line beginning at a point on the west line of Fremont Avenue North 94.8 feet south of the northeast corner of Lot 3, and running thence west and parallel with the north line of Lot 3, a distance of 80.1 feet to the west line of the east 80 feet of said Lot 3.

As required by State law, the Department of Parks and Recreation is notifying you of its intention to acquire ownership of the above property located in Seattle, WA using its power of eminent domain.

Municipal legislation will be presented for final action by adoption by the Seattle City Council of the Council Bill 117907, authorizing condemnation, on Monday, October 7, 2013 at 2:00 p.m. in Seattle City Council Chambers located on the 2nd floor of Seattle City Hall, 600 Fourth Avenue, Seattle, WA 98104.

All persons claiming an interest in the property may appear and be heard on the date and time identified above before adoption of Council Bill 117907.

For further information, please contact Donald Harris, Parks and Greenspaces Acquisition Manager, at (206) 684-8018.

Dates of publication in the Seattle Daily Journal of Commerce, September 23 and 30, 2013.

9/30(302716)

STATE OF WASHINGTON -- KING COUNTY

--SS.

304282
CITY OF SEATTLE, CLERKS OFFICE

No. 124327,124328

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.

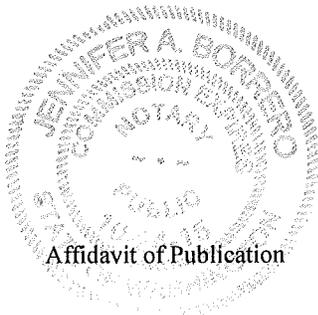
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

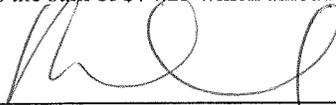
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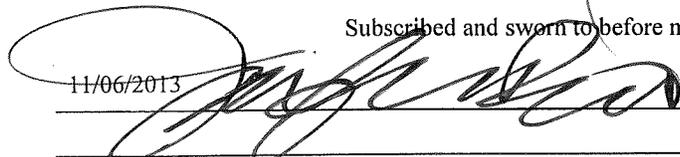
was published on

11/06/13

The amount of the fee charged for the foregoing publication is the sum of \$74.25 which amount has been paid in full.





Subscribed and sworn to before me on
11/06/2013


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 October 14, 2013, 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. 124327

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

ORDINANCE NO. 124328

AN ORDINANCE relating to the Elliott Bay Seawall Project; authorizing the Director of Transportation to acquire, accept, and record, on behalf of the City of Seattle, an easement for portions of Block 176, Seattle Tide Lands, from the Washington State Department of Natural Resources, for enhancement and restoration of the aquatic ecosystems of Elliott Bay; authorizing the Director of the Department of Transportation to acquire, accept, and record both temporary and permanent property rights from abutting property owners located along Alaskan Way between Virginia Street and South Main Street, necessary or convenient for the Elliott Bay Seawall Project through negotiation or condemnation; placing the conveyed real property under the jurisdiction of the Seattle Department of Transportation and designating the property for transportation, utility, and general municipal purposes; authorizing payment of all other costs associated with acquisition; and ratifying and confirming prior acts.

Date of publication in the Seattle Daily Journal of Commerce, November 6, 2013.

11/6(304282)