

ORDINANCE No. 114969

COUNCIL BILL No. 107804

AN ORDINANCE vacating a portion of ALLEY IN BLOCK 13, C.D. BOREN'S ADDITION TO THE CITY OF SEATTLE on the petition of 1101 Second Avenue Partnership and accepting a Property Use and Development Agreement for purposes stated therein (Comptroller's File No. 296803).

COMPTROLLER FILE No. _____

Introduced: <u>Feb 5, 1990</u>	By: <u>Benson</u>
Referred: <u>Feb 5, 1990</u>	To: <u>TRANSPORTATION</u>
Referred:	To:
Referred:	To:
Reported: <u>MAR 5 1990</u>	Second Reading: <u>MAR 5 1990</u>
Third Reading: <u>MAR 5 1990</u>	Signed: <u>MAR 5 1990</u>
Presented to Mayor: <u>MAR 6 1990</u>	Approved: <u>MAR 8 1990</u>
Returned to City Clerk: <u>MAR 8 1990</u>	Published:
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained: 

US5047

Law Department

The City of Seattle--Legislative

REPORT OF COMMITTEE

Honorable President:

Your Committee on Transportation

to which was referred the within Council Bill No. 107804
report that we have considered the same and respectfully recommend

DO PASSE LA

Vote 7-0



Committee Chair

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Legislative Department

The City of Seattle--Legislative Department

REPORT OF COMMITTEE

Date Reported
and Adopted

Honorable President:

Your Committee on Transportation

to which was referred the within Council Bill No. 107804
report that we have considered the same and respectfully recommend that the same:

DO PASSE (2-0)

2-23-90

Vote 7-0

Leg. J. Brennan

Committee Chair

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MAR 5 1990
MAR 8 1990
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1/19/90

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C.B. 107804

ORDINANCE 114969

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3 AN ORDINANCE vacating a portion of ALLEY IN BLOCK 13, C.D.
4 BOREN'S ADDITION TO THE CITY OF SEATTLE on the petition
5 of 1101 Second Avenue Partnership and accepting a
6 Property Use and Development Agreement for the purposes
7 stated therein (Comptroller File No. 296803).

8 WHEREAS, there has been filed with the City Council the
9 petition of 1101 Second Avenue Partnership (Comptroller's
10 File No. 296803), for the vacation of Alley in Block 13,
11 C.D. Boren's Addition to the Town of Seattle as therein
12 fully described; and

13 WHEREAS, following a public hearing on said petition, which
14 commenced on the 13th day of September, 1989, said
15 petition was granted by the City Council; and

16 WHEREAS, pursuant to the Revised Code of Washington Section
17 35.79.030 and Seattle Municipal Code Chapter 15.62, the
18 petitioner has paid to the City \$300,000, which amount is
19 one-half the appraised value of the property approved for
20 vacation according to an appraisal obtained by the
21 Engineering Department; Now, Therefore;

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

23 Section 1. That

24 the Alley Block 13, C.D. Boren's Addition
25 to the Town of Seattle as recorded in
26 Volume 1 of Plats, page 25, Records of
27 King County, Washington, being the alley
28 in the block between First Avenue and
Second Avenue and from the northwesterly
margin of Spring Street and the
southeasterly margin of Seneca Street;

be and the same is hereby vacated; RESERVING to the City of
Seattle the right to make all necessary slopes for cuts or
fills upon the above described property in the reasonable
original grading of any rights of way abutting upon said
property after said vacation.

Section 2. That the Property Use and Development
Agreement executed by the 1101 Second Avenue Limited
Partnership on September 15, 1989, and recorded at King County
Recording No. 9001031117 for the following described property:

All of Block 13, C.D. Boren's Addition as
recorded in Volume 1 of Plats, page 25,
Records of King County, Washington;
Together with the alley therein as
proposed to be vacated by the City of
Seattle

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

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setting forth restrictions on the Owner's use and development of the property, be and the same is hereby accepted and the City Clerk is hereby directed to deliver copies of the same to the Director, Seattle Engineering Department and Director of Construction and Land Use.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

(To be used for all Ordinances except Emergency.)

Section 3... This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 5th day of March, 1990, and signed by me in open session in authentication of its passage this 5th day of March, 1990. *[Signature]* President of the City Council.

Approved by me this 8th day of March, 1990. *[Signature]* Mayor.

Filed by me this 8th day of March, 1990.

Attest: *[Signature]*
City Comptroller and City Clerk.

(SEA?)

Published

By *[Signature]*
Deputy Clerk.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

RECEIVED THIS DAY

JBB:rlh
1/19/90

MAR 14 2 42 PM '90

#1
C.B. 107804

BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

ORDINANCE 114969

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AN ORDINANCE vacating a portion of ALLEY IN BLOCK 13, C.D. BOREN'S ADDITION TO THE CITY OF SEATTLE on the petition of 1101 Second Avenue Partnership and accepting a Property Use and Development Agreement for the purposes stated therein (Comptroller File No. 296803).

WHEREAS, there has been filed with the City Council the petition of 1101 Second Avenue Partnership (Comptroller's File No. 296803), for the vacation of Alley in Block 13, C.D. Boren's Addition to the Town of Seattle as therein fully described; and

WHEREAS, following a public hearing on said petition, which commenced on the 13th day of September, 1989, said petition was granted by the City Council; and

WHEREAS, pursuant to the Revised Code of Washington Section 35.79.030 and Seattle Municipal Code Chapter 15.62, the petitioner has paid to the City \$300,000, which amount is one-half the appraised value of the property approved for vacation according to an appraisal obtained by the Engineering Department; Now, Therefore;

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That

the Alley Block 13, C.D. Boren's Addition to the Town of Seattle as recorded in Volume 1 of Plats, page 25, Records of King County, Washington, being the alley in the block between First Avenue and Second Avenue and from the northwesterly margin of Spring Street and the southeasterly margin of Seneca Street;

be and the same is hereby vacated; RESERVING to the City of Seattle the right to make all necessary slopes for cuts or fills upon the above described property in the reasonable original grading of any rights of way abutting upon said property after said vacation.

Section 2. That the Property Use and Development Agreement executed by the 1101 Second Avenue Limited Partnership on September 15, 1989, and recorded at King County Recording No. 9001031117 for the following described property:

All of Block 13, C.D. Boren's Addition as recorded in Volume 1 of Plats, page 25, Records of King County, Washington; Together with the alley therein as proposed to be vacated by the City of Seattle

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

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setting forth restrictions on the Owner's use and development of the property, be and the same is hereby accepted and the City Clerk is hereby directed to deliver copies of the same to the Director, Seattle Engineering Department and Director of Construction and Land Use.

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(To be used for all Ordinances except Emergency.)

STATE OF WASHINGTON)
COUNTY OF KING) SS
CITY OF SEATTLE)

I, NORWARD J. BROOKS, Comptroller and City Clerk of the City of Seattle, do hereby certify that the within and foregoing is a true and correct copy of the original instrument as the same appears on file, and of record in this department.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of The City of Seattle, this February 9, 1990

NORWARD J. BROOKS
Comptroller and City Clerk

By: Theresa Dunbar
Deputy Clerk

9003140829

Section 3... This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 5th day of March, 1990
and signed by me in open session in authentication of its passage this 5th day of March, 1990.
President of the City Council.

Approved by me this 8th day of March, 1990.
Mayor.

Filed by me this 8th day of March, 1990.

Attest: Norward J. Brooks
City Comptroller and City Clerk.

(SEAL)

Published.....

By: Theresa Dunbar
Deputy Clerk.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

COPY OF
ORIGINAL FILED
JAN 03 1990
Director of Records
& Elections

PROPERTY USE AND DEVELOPMENT AGREEMENT

This instrument, executed this date in favor of The City of Seattle, a municipal corporation (herein "City") by the undersigned owners of the within property (herein "Owners"):

WITNESSETH:

WHEREAS, 1101 Second Avenue Limited Partnership is the owner in fee simple of the following described real property in Seattle, King County, Washington (herein "the Property"):

All of Block 13, C.D. Boren's Addition as recorded in Volume 1 of Plats, page 25, records of King County Washington; Together with the alley therein as proposed to be vacated by the City of Seattle (Comptroller's File No. 296803).

WHEREAS, Owner has petitioned for a vacation of the alley located in Block 13, C.D. Boren's Addition; and

WHEREAS, the Transportation Committee of the City Council held a public hearing which began on June 28, 1989, and thereafter recommended to the full Council that the petition be granted subject to certain conditions, including the execution and recording of an agreement with the City pertaining to the use and development of the Property and the alley to be vacated, in order to ameliorate adverse impacts of development of the Property on vehicular and pedestrian traffic in the vicinity;

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NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

NOW, THEREFORE, the Owner hereby covenants, bargains and agrees on behalf of itself, its successors and assigns that if the petition for vacation is granted the Property will be developed and used in accordance with the following conditions:

1. Until such time as the demolition and construction of the project begins, the alley shall be kept open to provide for loading and other access purposes.
2. When the block is developed, all unloading/loading and service parking will be accommodated on site.
3. No new truck loading or service zones or facilities on the adjacent streets will be sought by the Owner or the Owner's tenants named herein after the block is developed.
4. Prior to closure of the alley, the Owner will consult the Fire Department's Fire Prevention Division.
5. Property owner agrees to accept ownership of the existing sanitary sewer within the alley and maintenance of the private side sewer.
6. Owner shall indemnify and hold the City harmless from any and all claims, losses, liabilities, liens, cost or expense arising out of public use of the alley until such time as the block is developed. If any claim covered by this paragraph is asserted against the City, Owner upon notice thereof from the City shall defend the same at their sole cost and expense, and shall pay any final judgment rendered upon such claim.

09/11/89

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9003140829

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

This Property Use and Development Agreement shall be recorded in the records of King County and the covenants hereof shall be deemed to attach to and run with the Property. The covenants, conditions and restrictions are intended to bind and benefit not only the Owner, but also its respective successors, heirs and assigns and it is specifically agreed that the Property will be held, used, leased, sold and conveyed subject to the covenants, conditions and restrictions set forth in this Agreement.

This Agreement may be amended or modified by agreement between the Owner and the City; provided that such amended agreement shall be approved by the legislative authority of the City by ordinance.

This Agreement shall be made for the benefit of the City and the public, and the City may institute and prosecute any proceeding in law and in equity to enforce this Agreement.

In the event that any covenant or restriction herein above contained or any portion thereof is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction herein above contained.

09/11/89

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9003140829

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

9003140829

Return To:

EDWARD J. BRONKHORST CITY COMPTROLLER
101 SEATTLE MUNICIPAL BUILDING
SEATTLE, WA 98104

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
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BILL OF SALE

This Bill of Sale, made on the _____ day of _____, 1989, by and between the City of Seattle, a municipal corporation of the State of Washington, hereinafter referred to as Seller, acting through the Director of its Engineering Department, and 1101 Second Avenue Partnership hereinafter referred to as Purchaser,

WITNESSES:

That the Seller, in consideration of the sum of One Dollar (\$1) and other valuable considerations, the receipt of which is hereby acknowledge, does hereby sell, assign, transfer, set over and deliver to the Purchaser the following described personal property:

An existing 8-inch combined sewer in the ALLEY IN BLOCK 13, CD BOREN'S ADDITION TO THE CITY OF SEATTLE as recorded in Volume 1 of Plats, page 25, Records of King County, Washington, being the alley in the block between First Avenue and Second Avenue and from the northwesterly margin of Spring Street and the southeasterly margin of Seneca Street and extending the centerline of Spring Street;

The Seller sells and the Purchaser agrees that the sewer line and appurtenances are surplus to the needs of the City of Seattle public sewerage system and have been abandoned as a public sewer by Ordinance _____, and that the City of Seattle has lawful right to sell and dispose of the same.

IN WITNESS OF THIS the City of Seattle has executed this Bill of Sale this _____ day of _____, 1989.

THE CITY OF SEATTLE

BY: _____
Gary Zarker,
Director,
Department of Engineering

Exhibit "A"

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Seattle
Engineering Department



Gary Zarker, Director
Norman B. Rice, Mayor

January 10, 1990

The Honorable Norm Rice
Mayor of the City of Seattle
1200 Municipal Building
600 Fourth Avenue
Seattle, Washington 98104

VIA: Office of Management and Budget

SUBJECT: Vacation of a Portion of the Alley in
Block 13, C.D. Boren's Addition
C.F. No. 296803

Dear Mayor Royer:

Here for City Council approval is a Council Bill vacating a portion of portion of the Alley in Block 13, C.D. Boren's Addition (Comptroller's File Number 296803).

The vacation was approved by the City Council following a public hearing held on the 13th day of September, 1989.

The petitioner has satisfied the conditions of the vacation and has paid the required fee of \$300,000 which is one-half the appraised value of the property according to an appraisal obtained by the Engineering Department.

I recommend approval of this Council Bill.

Sincerely,

Gary Zarker
Director

GZ/LAK:lak

Enclosure

JAN 10 1990

6 14358

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
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Printed on Recycled Paper

"An Equal Employment Opportunity - Affirmative Action Employer"
Seattle Engineering Department, Room 910, Seattle Municipal Building, 600 Fourth Avenue, Seattle, WA 98104-1879, (206) 684-5000

City of Seattle

Executive Department-Office of Management and Budget

Norman B. Rice, Mayor

January 17, 1990



COPY RECEIVED

TIME: _____

JAN 18 1990

The Honorable Mark Sidran
City Attorney
City of Seattle

*Barbrow/OK
983
1-22-90*

CITY ATTORNEY

Dear Mr. Sidran:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING DEPARTMENT: Engineering

SUBJECT: AN ORDINANCE vacating a portion of ALLEY IN BLOCK 13, C.D. BOREN'S ADDITION TO THE CITY OF SEATTLE on the portion of 1101 Second Avenue Partnership and accepting a Property Use and Development Agreement for the purposes stated therein (Comptroller File No. 296803).

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation to your office for review and drafting.

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMB. Any specific questions regarding the legislation can be directed to Larry Knutson, at ext. 4-5039.

Sincerely,

Norman B. Rice
Mayor

by

*Teresa Summers
for*

ANDREW J. LOFTON
Acting Budget Director

AL/ts/bpb

Enclosure

cc: Larry Knutson, SED
Director, SED

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

STATE OF WASHINGTON - KING COUNTY

24352
City of Seattle

-ss.

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

Ord 114969

was published on

03/12/90

The amount of the fee charged for the foregoing publication is the sum of \$ 10, which amount has been paid in full.

C Powell

Subscribed and sworn to before me on

John King MAR 12 1990

Notary Public for the State of Washington,
residing in Seattle

Affidavit of Publication

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

TIME AND DATE STAMP

SPONSORSHIP

THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

Leo J. Benson

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO: _____

PRESIDENT'S SIGNATURE

C. S. 20.28

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ORD# 114969

35MM

PROPERTY USE AND DEVELOPMENT AGREEMENT

This instrument, executed this date in favor of The City of Seattle, a municipal corporation (herein "City") by the undersigned owners of the within property (herein "Owners"):

WITNESSETH:

WHEREAS, 1101 Second Avenue Limited Partnership is the owner in fee simple of the following described real property in Seattle, King County, Washington (herein "the Property"):

All of Block 13, C.D. Boren's Addition as recorded in Volume 1 of Plats, page 25, records of King County Washington; Together with the alley therein as proposed to be vacated by the City of Seattle (Comptroller's File No. 296803).

WHEREAS, Owner has petitioned for a vacation of the alley located in Block 13, C.D. Boren's Addition; and

WHEREAS, the Transportation Committee of the City Council held a public hearing which began on June 28, 1989, and thereafter recommended to the full Council that the petition be granted subject to certain conditions, including the execution and recording of an agreement with the City pertaining to the use and development of the Property and the alley to be vacated, in order to ameliorate adverse impacts of development of the Property on vehicular and pedestrian traffic in the vicinity;

NOW, THEREFORE, the Owner hereby covenants, bargains and agrees on behalf of itself, its successors and assigns that if the petition for vacation is granted the Property will be developed and used in accordance with the following conditions:

1. Until such time as the demolition and construction of the project begins, the alley shall be kept open to provide for loading and other access purposes.
2. When the block is developed, all unloading/loading and service parking will be accommodated on site.
3. No new truck loading or service zones or facilities on the adjacent streets will be sought by the Owner or the Owner's tenants named herein after the block is developed.
4. Prior to closure of the alley, the Owner will consult the Fire Department's Fire Prevention Division.
5. Property owner agrees to accept ownership of the existing sanitary sewer within the alley and maintenance of the private side sewer.
6. Owner shall indemnify and hold the City harmless from any and all claims, losses, liabilities, liens, cost or expense arising out of public use of the alley until such time as the block is developed. If any claim covered by this paragraph is asserted against the City, Owner upon notice thereof from the City shall defend the same at their sole cost and expense, and shall pay any final judgment rendered upon such claim.

This Property Use and Development Agreement shall be recorded in the records of King County and the covenants hereof shall be deemed to attach to and run with the Property. The covenants, conditions and restrictions are intended to bind and benefit not only the Owner, but also its respective successors, heirs and assigns and it is specifically agreed that the

0-9-90739-8 WA State of Labor & Ind v isman etano, \$521.11, TAX.

Judgments Changed

9915 Judgment numbr not on file pro- ly entered in error.
4-9-09995-5 Pandick Press Inc v cins etano — \$6,706, SAT.
4-9-16269-0 Kelley v Uhlhorn — 366, SA.
4-9-92198-1 Wa State of Labor & Ind Jarid etux fdba — \$626.78, SAT.
5-9-12438-9 Physicians & Dentists dit Bureau Inc v Olsen — \$1,564.15.
5-9-16158-6 REnton Collections Inc v wiler etano — \$475.81, SAT.
6-9-18279-4 Kelley v Uhlhorn — 971, SA.
0-9- 87-9-07a451-5 Same v same — 571, SA.
7-9-11866-1 Otra etal v Sudderth etal \$14,328.03, SAT.
7-9-16283-0 Tautfest v Tautfest — 0, SAT.
8-9-07698-2 Lease & Ind Collectors Inc, homas etano — \$876.6.
8-9-07778-4 Pellerin v Pellerin — 300, SAT.
8-9-18033-0 Hall v Hall — \$1,000, T.
8-9-18099-2 Lease & Indus Collectors v Barker — \$666.80, SAT.
9-9-01592-2 Physicians & Dentists dit Bureau Inc v Olsen — \$34.20, T.
9-9-03073-5 International Mercantile Inc v Guston — \$2,376.10.
9-9-02511-7 Kelley v Uhlhorn — 1,546, SA.
9-9-04339-0 Zorn v Zorn — \$292,228, T.
9-9-06696-9 Duzmore of California v auver dba — \$5,537.12, SAT.
9-9-07535-6 Muni of Metro Seattle v arden — \$893.99.
9-9-08204-2 Peripheral Busin Syst Inc Peripheral Syst Svc Corp etal — 1,099.61.
9-9-12139-1 Parker v SEattle City of \$300, SAT.
9-9-12429-2 Yorita v Gonzalez etano \$2,186.16, SAT.
9-9-12664-3 Galaxy Carpet Mills Inc v elmick dba — \$5,317.43, SAT.
9-9-13525-1 LeaseLand USA v Van- ien — \$4,692.29.
9-9-14112-0 Makins v Makins — 1,796.64, SA.
9-9-14501-0 McClary etano v ICS orp etano — \$7,555.30, SAT.
9-9-16170-8 Sorrell v Sorrell — 4,474.36, SA.
9-9-16455-3 Navaretta v Demopolis — ja5,000.
9-9-17026-0 Continental Foodservice ic etano v Trapani Pasta etal — 33,343.96.
9-9-17027-8 Same v same — 1,557.80.
9-9-17469-9 Peripheral Bus Systems ic v Peripheral Systems Svc Corp.
9-9-18331-1 Stuart Silk dab Martin

89-9-05142-2 Sherman v Jones — \$10,249.39.
89-9-05771-4 Sletten v Sletten — \$500.
89-9-06526-1 Calsa Prop Ltd Pins dba v Ginther — \$913.
89-9-07389-2 Valley Natl Bk of Az v Valley Research & Development etal — \$43,000.
89-9-08995-1 Morris etano v Brezina dba — \$2,338.56.
89-9-09561-6 Qogal etux v Thompson — \$6,988.40, VAC.
89-9-11764-4 Payco General American Credits Inc v Sawtelle — \$711.65, SAT.
89-9-13903-6 Circuit Partners Inc v Intergraphics — \$6,412.25, SAT.
89-9-15135-4 Payne etux v Smyth — \$231.64.
89-9-15187-7 Schnitzer Steel Products Co dba v Bay Power & Control Etal — \$5,562.40.
89-9-15352-7 Puget Sound National Bank v McMurry etux — \$221,871.33.
89-9-16981-4 Khemis v Khemis — \$14,802.19, VAC.
89-9-18499-6 Purvis v Purvis — Lien for \$25,000, SAT.
89-9-18582-8 Advnco Fire Protect Inc v Custom Bldr Consul Inc dba etal — \$8,057.60.
89-9-18675-1 SAfeco Ins Co of America v Morgan — \$10,503.30.
89-9-18739-1 Cameron v Arns etano — \$3,872.18.
89-9-90353-4 St of Wash Revenue v Oxford dba etal — \$6,005, SAT.
89-9-90587-1 Same v Solund Solution Inc — \$1,404.58.
89-9-92009-9 Same v American Office Services Corp — \$417,269.18.
89-9-92019-6 Same v Ware dba — \$831.57.
89-9-93240-4 Same v Nelson dba — \$2,206.66.
89-9-92134-6 Same v T J orthwest Inc — \$60202.90.
89-9-93034-5 Same v Oncology Systems Inc — \$3,650.11.
89-9-93058-2 Same v American Office serv Corp — \$22,728.52.
89-9-93088-4 St of Wash Revenue v Zanders etal dba — \$6,957.43.
89-9-93103-1 Same v StPierre dba etal — \$1,233.08.
89-9-93144-9 Same v Rice etano dba — \$2,157.87.
89-9-93763-3 Same v Steiman dba — \$11,944.19.
90-9-00172-1 Wirrulla Ltd v Khatri etux — \$14,889.95, SAT.
90-9-00337-5 Cramer v Grace etano dba etal — \$5,529.63.
90-9-00463-1 Pittmon v Williams — \$761.25.
90-9-00464-9 Olive Terrace Apts v Nemawi — \$1,312.14.
90-9-00695-1 Perry etal v Moran — \$40,000.
90-9-01358-3 Keesling etux v Woodin- ville Water Dist — \$236.17, SAT.
90-9-01579-5 Barnes Inc Robt A v

and Washington Coast — 1998, The Oregonian newspaper reported Friday.

The proposal would kill plans to sell offshore drilling leases in 1992 and apparently would end a dispute between the federal government and the two states. It still must be approved by Interior Secretary Manuel Lujan Jr. before it takes effect, said Steve Goldstein, a spokesman for Lujan.

"We need to look at it from the Bush administration perspective to make sure that it is consistent with our view on oil leases," Goldstein said. He said Lujan will make the final decision in several weeks and inform the White House of his decision.

Aides to Lujan called the agree- ment a historic one that could change the way the government conducts future offshore oil lease sales, the paper reported. President Bush and Lujan have been strong supporters of offshore oil drilling, but their plans have met strong op- position in coastal states.

The newspaper said the agreement's outline was worked out Feb. 12 in Seaside, Ore., by a task force made up of representa- tives of Lujan, the two states and two Indian groups, the Columbia River Inter-Tribal Fish Commis-

two more years of analysis beyo studies already planned by t agency.

All sides agreed that the ne studies, costing \$6 million, wou not permit oil leases until 199 Cassidy said.

Cassidy said the agreeme would give the task force the pow to question oil companies abo their plans and to review data pr viously kept secret as propieta information. He said Lujan wa to work "more closely and coop atively" with states on offshore drilling.

Eldon Hout, who represented (egon Gov. Neil Goldschmidt on a task force, said Thursday that Go schmidt and Washington G Booth Gardner were under fire not backing a moratorium th years ago and now want the n studies.

"It would be irresponsible for terior to stay on its leasing track," he said.

Greenpeace spokeswoman C Alexander in Seattle said m major environmental groups posed the compromise and ins want a permanent ban on much shore oil leasing.

"The time for delay is over," said.

Unions sign agreement on Bonneville project

The National Joint Heavy & Highway Construction committee signed a project agreement yester- day with Kiewit Pacific/Al Johnson Construction for the six basic crafts which will perform work on the Bonneville Lock structure, Portland District Corps of Engineers project DACW57-89-B-0134.

The agreement allows Kiewit Pa- cific/Al Johnson to use composite crews which put less emphasis on traditional jurisdictional lines and loosens pay reporting requirements. The agreements are offered by the national committee when there is a high level of non-union competi-

tion for a specific project, acc ing to Jim Lovelford, regional c dinator.

The three year, \$140 mil project includes building the ct ber of the 86-foot by 675 foot l which will lift vessels 70 fee also involves driving 15 dian water intake and outlet tunnels feet through rock, fabricating installing the upstream and d stream miter gates and excav the downstream channel.

Crafts involved in the agree are the carpenters, masons, workers, laborers, operating neers and teamsters.

Shell may sell Puget

"We have been studying market for some time, exami many possible future scenari Taylor said at Shell headquarte Houston. "But this is a stan practice for Shell and the plan process for our many markets.

Shell may sell Puget Sound-area stations

United Press International

Shell Oil Co. officials declined Friday to comment on reports by dealers that Shell is considering selling its company owned stations in the Puget Sound region to another major oil company.

Dealers said they were told Thursday by Shell officials the company was considering selling the stations, but did not identify any potential buyers.

Pat Wardian, operator of a Shell station in Tacoma, said the dealers might benefit from a more active owner.

"It might be good for us if we got a more aggressive company in here," Wardian said.

Shell spokeswoman DeeDee Taylor said the company had made no decision to sell its Puget Sound-area stations.

"We have been studying market for some time, examining many possible future scenarios," Taylor said at Shell headquarters in Houston. "But this is a standard practice for Shell and the plan process for our many markets."

"No decision has been made this time to change and if such a decision were made our dealers employees would actually be first to be told."

Oil industry publications have said the two most likely buyers of Shell stations in the region would be Texaco and BP Oil. BP purchased Mobil Oil Co.'s Washington refinery near Bellingham and its stations in Washington, Oregon and Northern California last year.

Local dealers said they were told by Shell the company's Washington refinery at Anacortes was for sale.

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