

**CITY OF SEATTLE**

**ORDINANCE \_\_\_\_\_**

**COUNCIL BILL \_\_\_\_\_**

..title+

AN ORDINANCE approving and confirming the plat of “Kubota East” in the portions of  
Northeast 1/4 of Northwest 1/4 of Section 2, Township 23 North, Range 4 East, W.M. in  
King County, Washington.

..body

WHEREAS, a proposed plat of “Kubota East” has been submitted for approval (Seattle

Department of Construction and Inspections (SDCI) Permit No. 3006789, formerly

Department of Planning and Development (DPD) Subdivision Application No. 9603347);

and

WHEREAS, a proposed plat of “Kubota East” includes an easement to The City of Seattle for

electrical, sewer, storm, and water purposes; and

WHEREAS, following review and recommendations by the various City departments that have

jurisdiction in this matter and a public hearing by the Hearing Examiner of The City of

Seattle, the Hearing Examiner approved the preliminary plat of “Kubota East” subject to

certain conditions on May 31, 2006; and

WHEREAS, the subdivider has not completed installation and construction of the required

facilities and improvements for the subdivision; and

WHEREAS, the subdivider has provided a ~~the~~ surety bond ~~required~~ in the amount of \$815,000

that is acceptable to ~~has been approved by~~ the City Attorney’s Office; and

WHEREAS, the Director of Transportation and the Director of SDCI have, subject to Council

approval, approved the final plat and have reported that the final plat now meets all of the

requirements of the State platting law (chapter 58.17 RCW) and of the Seattle Municipal

1 Code (Chapter 23.22), except for the execution of the required certifications by the King  
2 County Assessor and the King County Finance Division; and

3 WHEREAS, the Director of Transportation and the Director of SDCI report that the plat of  
4 “Kubota East”, a copy of which is in C.F. No. 301342, is now complete and ready for  
5 City Council approval; NOW, THEREFORE,

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

7 Section 1. The plat of “Kubota East,” a platting of portions of the Northeast Quarter of  
8 the Northwest Quarter of Section 2, Township 23 North, Range 4 East, W.M., all in King  
9 County, Washington, is legally described as follows:

10 TRACT 1:  
11 PARCEL D, SEATTLE SHORT SUBDIVISION NO. 81-15, RECORDED UNDER  
12 RECORDING NO. 8105110658, RECORDS OF KING COUNTY, WASHINGTON.

13 TRACT 2:  
14 PARCEL B, SEATTLE SHORT SUBDIVISION NO. 81-15, RECORDED UNDER  
15 RECORDING NO. 8105110658, RECORDS OF KING COUNTY, WASHINGTON.

16 TRACT 3:  
17 PARCEL C, SEATTLE SHORT SUBDIVISION NO. 81-15, RECORDED UNDER  
18 RECORDING NO. 8105110658, RECORDS OF KING COUNTY, WASHINGTON.

19 TRACT 4:  
20 THE WEST 25.00 FEET OF LOT 28, THE FIRST ADDITION TO RAINIER BEACH,  
21 ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLATS, PAGE 89,  
22 RECORDS OF KING COUNTY, WASHINGTON.

23 TRACT 5:  
24 PARCEL B, SEATTLE SHORT SUBDIVISION NO. 80-047, RECORDED UNDER  
25 RECORDING NO. 8007110585, RECORDS OF KING COUNTY, WASHINGTON.

26 TRACT 6  
27 PARCEL B, SEATTLE SHORT SUBDIVISION NO. 79-243, RECORDED UNDER  
28 RECORDING NO. 8002220789, RECORDS OF KING COUNTY, WASHINGTON.

29 TRACT 7:  
30 PARCEL D, SEATTLE SHORT SUBDIVISION NO. 78-250, RECORDED UNDER  
31 RECORDING NO. 7908030655, RECORDS OF KING COUNTY, WASHINGTON.

1 TRACT 8:  
2 PARCEL C, SEATTLE SHORT SUBDIVISION NO. 78-250, RECORDED UNDER  
3 RECORDING NO. 7908030655, RECORDS OF KING COUNTY, WASHINGTON.

4 TRACT 9:  
5 THAT PORTION OF LOT 26, FIRST ADDITION TO RAINIER BEACH, ACCORDING TO  
6 THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLATS, PAGE 89, RECORDS OF  
7 KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
8 BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 26;  
9 THENCE NORTH 30°17'26" EAST 62.50 FEET TO A POINT OF A CURVE TO THE LEFT  
10 HAVING A RADIUS OF 140.00 FEET;  
11 THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  
12 30°01'10" AN ARC DISTANCE OF 73.35 FEET;  
13 THENCE NORTH 00°16'16" EAST 1.63 FEET TO THE NORTH LINE OF SAID LOT 26;  
14 THENCE SOUTH 89°39'52" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 50.00  
15 FEET;  
16 THENCE SOUTH 00°16'16" WEST A DISTANCE OF 1.57 FEET TO A CURVE TO THE  
17 RIGHT HAVING A RADIUS OF 190.00 FEET;  
18 THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  
19 30°01'10" AND ARC DISTANCE OF 99.55 FEET;  
20 THENCE SOUTH 30°17'26" WEST A DISTANCE OF 33.69 FEET TO THE SOUTH LINE OF  
21 SAID LOT 26;  
22 THENCE NORTH 89°39'52" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 57.70  
23 FEET TO THE TRUE POINT OF BEGINNING.

24 TRACT 10:  
25 PARCEL B, LOT BOUNDARY ADJUSTMENT NO. 9804401, RECORDED UNDER  
26 RECORDING NO. 9904269013, RECORDS OF KING COUNTY, WASHINGTON;  
27 EXCEPT THAT PORTION CONVEYED TO THE CITY OF SEATTLE UNDER  
28 RECORDING NO. 20050920000412.

29 ALL OF SAID TRACTS SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

30 Section 2. With respect to the plat of "Kubota East," together with any interest in abutting  
31 streets, as executed by Venny Van, Phong Le, as separate estates and Kubota East Homeowners'  
32 Association, and approved by the Director of Transportation and the Director of the Seattle  
33 Department of Construction and Inspections, the following findings are hereby made:

34 (a) The final plat is in substantial conformance with the approved preliminary plat;  
35 and

36 (b) When both the King County Assessor and King County Finance Division have  
37 affixed their certifications as required by RCW 58.17.160(4), the requirements of State law and

1 City ordinances that were in effect at the time of preliminary plat approval will also have been  
2 satisfied by the subdivider;

3 (c) The requirement of a bond under Subsections 23.22.070.C and 23.22.074.A.3 of  
4 the Seattle Municipal Code has been provided to secure completion of facilities, attached to this  
5 ordinance as Attachment 1, and improvements required as a condition of the plat, which  
6 improvements must be completed within two years of the effective date of this ordinance; and

7 (ed) The public use and interest will be served by the establishment of the plat, and the  
8 plat makes appropriate provision for the public health, safety, and general welfare.

9 Section 3. The plat of “Kubota East,” a subdivision of portions of the Northeast Quarter  
10 of the Northwest Quarter of Section 2, Township 23 North, Range 4 East, W.M., King County,  
11 Washington, is in all respects approved and the plat confirmed and accepted, subject to  
12 certification by the King County Assessor and King County Finance Division, and the City Clerk  
13 is hereby authorized and directed to execute a certificate upon the face of such plat attesting to  
14 the approval thereof as evidenced by enactment of this ordinance.

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

4 Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
5 and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of  
6 \_\_\_\_\_, 2016.

7 \_\_\_\_\_  
8 President \_\_\_\_\_ of the City Council

9 Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

10 \_\_\_\_\_  
11 Edward B. Murray, Mayor

12 Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

13 \_\_\_\_\_  
14 Monica Martinez Simmons, City Clerk

15 (Seal)  
16  
17  
18  
19

[Attachment 1: Bond](#)

FILED  
CITY OF SEATTLE

BOND NO. SUR40008859

**SEATTLE PUBLIC PLACE  
IMPROVEMENT AND SUBDIVISION SURETY BOND**

2016 APR 14 AM 9:53

STREET USE PERMIT No: 207539

CITY CLERK

KNOW ALL PEOPLE BY THESE PRESENTS: That PHONG LE, Personally and as owner  
the (Type or print name of principal)

as Principal and IRONSHORE INDEMNITY INC., a MINNESOTA corporation authorized to do, and  
(Type or print name of surety) (and name of state)

doing, business as a surety company in the State of Washington, as Surety, are held and firmly bound unto **The City of Seattle** ("Seattle"), a municipal corporation of the State of Washington, in the sum of EIGHT HUNDRED FIFTEEN THOUSAND and 00/100s DOLLARS (\$815,000.00), lawful money of the United States, for the payment of which we jointly and severally bind ourselves, and each of our heirs, executors, administrators, successors and assigns, firmly by these presents.

Pursuant to the provisions of Seattle Municipal Code ("SMC") Title 15 and SMC Title 23 Chapter 22, Principal filed with the City of Seattle Subdivision Application No. 9603347 and 3006789 (the "Plat") and has also filed an application for the above-referenced street use permit (the "Permit") for the use of certain public areas for construction of improvements, both public and private, at 9736 LINDSAY PL S, SEATTLE, WA Seattle, Washington, the requirements of which Plat and street use Permit are made a part of this bond; and Seattle has consented to the furnishing of this bond in lieu of completion of all required improvements as provided in SMC 15.04.040 and SMC 23.22.070; therefor

**This Bond is entered into with Seattle for Seattle's use and benefit and is subject to the following conditions:**

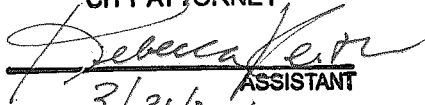
1. If Principal:
  - a. Faithfully complies with all the terms of the Permit and Plat and all applicable provisions in the laws of the State of Washington and Seattle's ordinances, particularly SMC Title 15 and Title 23 Chapter 22, all as of the date of this bond; and
  - b. Pays the cost of inspection under the Permit and Plat upon invoice by Seattle; and
  - c. Removes any permitted structure or obstruction in the public right of way that becomes insecure or unsafe, or is not constructed or maintained in accordance with the terms of the Permit, upon notice from the Seattle; and
  - d. Reimburses Seattle for any and all expenses incurred under SMC Title 15 and Title 23 Chapter 22 in connection with the project or work described in the Permit and Plat as approved by City Council; and
  - e. Pays the cost of restoring the public area to its proper condition, plus fifteen percent (15%) of such cost, together with any other expense that Seattle may sustain in connection therewith; and
  - f. Pays all Permit fees as required by Seattle ordinance, resolution, rule or regulation; and
  - g. Pays interest at a rate of twelve percent (12%) per annum on any and all payments due to Seattle from and after the date of delinquency to the date of payment;

then this Bond shall be void; otherwise, it shall remain in full force and effect.

2. Surety shall not be discharged by anything which will not discharge Principal. Surety waives notice of any alteration or extension of time made by Seattle with respect to said permit.
3. If Seattle declares Principal to be in default and gives Surety written notice of Principal's default, Surety shall promptly and diligently:
  - a. Remit all sums due and payable to Seattle hereunder; and
  - b. Remedy all non-monetary defaults or request Seattle to arrange for satisfaction, on behalf of Principal and Surety, of their non-monetary obligations under the Permit, Plat and this Bond, and reimburse Seattle, in cash, up to the penal sum of this Bond, all Seattle's costs for such work together with all other reasonable costs and expenses Seattle incurs as a result of Principal's default and Surety's request, including but not limited to those for mitigation of Seattle losses, attorneys' fees, and for reasonably necessary actions to preserve public and private property from damage prior to Surety's exercising any option available to it under this Bond.
4. The venue for any action arising out of or in connection with this bond shall be in King County Superior Court in the State of Washington. Surety acknowledges that it is bound by the laws, and subject to the jurisdiction of the courts, of the State of Washington.
5. No rider, amendment, or other document modifies this Bond unless in writing and accepted by the City of Seattle.

APPROVED AS TO FORM AND  
SUFFICIENCY OF SURETY

PETER S. HOLMES  
CITY ATTORNEY

  
ASSISTANT

3/31/2016

DATE





POWER OF ATTORNEY

Ironshore Indemnity Inc.

SUR40008859

KNOW ALL MEN BY THESE PRESENTS, that IRONSHORE INDEMNITY INC., a Minnesota Corporation, with its principal office in New York, NY does hereby constitute and appoint: Jacqueline Casey, Attorney-in-Fact its true and lawful Attorney-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, a Improvement Surety Bond under bond or undertaking number SUR40008859 Issued on behalf of, Phong Le as principal in the penal sum of \$815,000.00

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of IRONSHORE INDEMNITY INC. on the 22<sup>nd</sup> Day of April, 2013 as follows:

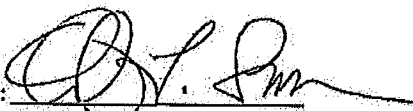
Resolved, that the Director of the Company is hereby authorized to appoint and empower any representative of the company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$815,000.00 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the Director and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, IRONSHORE INDEMNITY INC. has caused this instrument to be signed by its Director, and its Corporate Seal to be affixed this 1<sup>st</sup> Day of May, 2013.

IRONSHORE INDEMNITY INC.

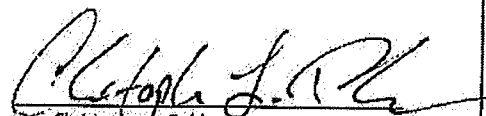


By:   
Daniel L. Sussman  
Director

ACKNOWLEDGEMENT

On this 1<sup>st</sup> Day of May, 2013, before me, personally came Daniel L. Sussman to me known, who being duly sworn, did depose and say that he is the Director of Ironshore Indemnity, Inc., the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



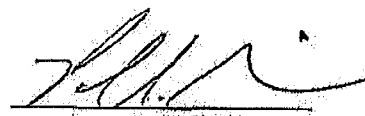
  
Christopher L. Dobbs  
Notary Public

MY COMMISSION EXPIRES: June 21, 2016 CERTIFICATE

I, the undersigned, Secretary of IRONSHORE INDEMNITY INC., A Minnesota Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at this 22<sup>nd</sup> Day of March, 2016.



  
Paul S. Giordano  
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."