

Ordinance No. 119059

cw

Council Bill No. 112210

The City of Seattle - Legislative
Council Bill/Ordinance sponsor

AN ORDINANCE relating to Sand Point; authorizing the Mayor or the Director of the Strategic Planning Office to negotiate, execute, accept and record a deed to the streets and roads portion of the property formerly known as the Naval Station Puget Sound at Sand Point and related personal property, and authorizing related actions.

Comm

Passed 3-0 6-24-98

CF No. _____

Date Introduced: <i>JUN 15 1998</i>	
Date 1st Referred: <i>JUN 15 1998</i>	To: (committee) CULTURE, ARTS & PARKS
Date Re - Referred:	To: (committee)
Date Re - Referred:	To: (committee)
Date of Final Passage: <i>6-29-98</i>	Full Council Vote: <i>7-0</i>
Date Presented to Mayor:	Date Approved: <i>7-4-98</i>
Date Returned to City Clerk: <i>7-7-98</i>	Date Published: <i>2 RR</i> T.O. <i>ET.</i>
Date Vetted by Mayor:	Date Veto Published:
Date Passed Over Veto:	Veto Sustained:

This file is complete and ready for presentation

Law Department

Law Dept. Review

OMP Review

ORDINANCE 119059

1
2
3 AN ORDINANCE relating to Sand Point, authorizing the Mayor or the Director of the Strategic
4 Planning Office to negotiate, execute, accept and record a deed to the streets and roads portion of
5 the property formerly known as the Naval Station Puget Sound at Sand Point and related personal
6 property, and authorizing related actions.

7
8 WHEREAS, the United States of America, pursuant to the Base Closure Community Redevelopment and
9 Homeless Assistance Act of 1994, as amended, is prepared to convey certain property at the
10 former Naval Station Puget Sound at Sand Point to The City of Seattle; NOW, THEREFORE,

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

13 Section 1. As requested by the Director of the Strategic Planning Office and recommended by the
14 Mayor, the Mayor, or the Director of the Strategic Planning Office ("Director"), is authorized to negotiate,
15 execute, accept and record a deed from the United States of America, for and on behalf of The City of Seattle,
16 substantially in the form attached hereto as Attachment 1, or with such additions, modifications or deletions as
17 the Mayor or such Director deems to be in the best interest of the City. The real property to be acquired
18 ("Property") is legally described in Exhibit A to the Quitclaim Deed attached hereto as Attachment 1, and
19 incorporated herein by this reference. The Mayor or such Director is further authorized to accept from the
20 United States of America, for and on behalf of the City, personal property located on or associated with the
21 Property.

22 Section 2. The real and personal property so acquired shall be under the jurisdiction of the Strategic
23 Planning Office until such time as jurisdiction may be transferred to the Seattle Transportation Department, or
24 another Department, by subsequent ordinance. The Director is further authorized to execute and deliver, for
and on behalf of the City, any ancillary documents, and to pay administrative and closing costs, if any,
associated with accepting and recording the deed.

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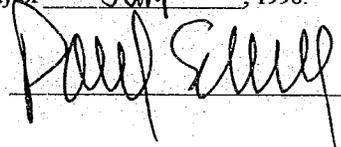
1 Section 5: Any act consistent with the authority and prior to the effective date of this ordinance is
2 hereby ratified and confirmed.

3 Section 6. This ordinance shall take effect and be in force thirty (30) days from and after its approval
4 by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall
5 take effect as provided by Municipal Code Section 1.04.020.

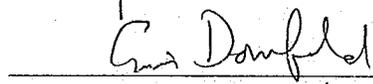
6 Passed by the City Council the 29 day of June, 1998, and signed by me in open session
7 in authentication of its passage this 29 day of June, 1998.

8 
9 President _____ of the City Council

10 Approved by me this 4th day of July, 1998.

11 
12 _____ Mayor

13
14 Filed by me this 8th day of July, 1998.

15 
16 _____
17 City Clerk

18 (Seal)
19
20
21
22
23
24

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WHEN RECORDED RETURN TO:

THIS SPACE FOR RECORDER'S USE

Helaine Honig
City of Seattle Law Department
600 Fourth Avenue, 10th floor
Seattle, Washington 98104-1877

N4425598RP00Z011

QUITCLAIM DEED

This Deed is made this ____ day of _____, 1998, by the UNITED STATES OF AMERICA, acting by and through the Department of the Navy (herein called "Grantor"), in favor of THE CITY OF SEATTLE, a municipal corporation of the State of Washington (herein called "Grantee").

RECITALS

- A. The Defense Base Closure and Realignment Commission's recommendations for 1991 included the closure of the former Naval Station Puget Sound (Sand Point), Seattle, Washington.
- B. The Navy requested the City of Seattle, in 1991, to take the lead role in the reuse planning for Sand Point. Later in that year, the City was recognized as the Local Redevelopment Authority. The City has continued to revise its reuse plans for Sand Point that started with the City of Seattle Community Preferred Reuse Plan (1993). On June 16, 1997, the City Council adopted certain planning documents and zoning ordinances related to Sand Point. To facilitate reintegration of Sand Point into the surrounding urban area and to maintain emergency access, the Reuse Plan developed a system of public streets, public access/utility rights-of-way, and easements that utilize the existing streets of Sand Point. This component of the Reuse Plan requires acquisition of a parcel totaling approximately 13.5 acres of improved property.
- C. In accordance with the provisions of the Community Environmental Response Facilitation Act, the Navy prepared an Environmental Baseline Survey (EBS) for the property dated March 1, 1996. On May 16, 1996, the State of Washington Department of Ecology issued a No Further Action determination. A Finding of Suitability to Transfer (FOST) for Sand Point was approved by the United States Department of the Navy on April 15, 1998. Grantee acknowledges that it has received copies of the EBS and FOST, together with all documents attached thereto. Remedial action taken by the Navy is set forth in the Base Realignment and Closure Cleanup Plan (BCP), Close Out Version, dated "revised February 28 1996."

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D. This conveyance of property is made pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, PL 103-421, as amended.

CONVEYANCE AND RESERVATIONS

Grantor does hereby release, convey and quit claim to Grantee, and to its successors and assigns, all Grantor's right, title and interest, together with all after-acquired title of the Grantor and any and all rights in abutting streets, in and to the real property and all improvements and personal property thereon (the "Property"), located in King County, Washington and described in Exhibit "A," which is attached hereto and incorporated herein by this reference, with the following reservations:

A reservation to the United States Government and its assigns, providing a non-exclusive access and utility easement as described in Exhibit "B" attached hereto and made part hereof.

A reservation to the United States Government and its assigns, providing a road structure easement for the installation, use, operation and maintenance of the underground road substructures, support members and other related equipment over, under and across a portion of land in Government Lots 1, 2 and the Southwest Quarter of the Northwest Quarter of Section 2, Township 25 North, Range 4 East, Willamette Meridian and as further described in Exhibit "C" attached hereto and made a part hereof.

REPRESENTATIONS, COVENANTS AND RESTRICTIONS

1. The Grantor represents as follows: Asbestos and asbestos containing materials have been found on the Property as described in the FOST and its attachments. Accessible, friable asbestos has been remediated in accordance with applicable federal law.
2. The United States of America, in accordance with 42 USC 9620(h), hereby covenants and warrants to the Grantee, its successors and assigns, that (1) all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property has been taken before the date of this deed and (2) any additional remedial action found to be necessary after this date shall be conducted by the United States of America, acting by and through the Department of the Navy. The United States of America, acting by and through the Department of the Navy, reserves necessary access rights to the Property in any case in which remedial or corrective action is found to be necessary after the date of this deed.
3. Grantor shall indemnify and hold harmless the Grantee, its successors and assigns, in accordance with Public Law 102-484, Section 330, as amended.
4. In connection with Grantor's covenant made in paragraph 2, the Grantee agrees on behalf of itself, its successors and assigns, as a covenant running with the land, that Grantor, and its officers, agents, employees, contractors and subcontractors, shall have the right, upon reasonable notice to Grantee, its successors and assigns, to enter upon the Property in any case

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in which a response or corrective action is found to be necessary at such Property after the date of this deed.

5. The right to enter described in paragraph 4 shall include the right to conduct tests, investigations and surveys, including, where necessary, drilling, test-pitting, boring and other similar activities. Such right shall also include the right to construct, operate, maintain or undertake any other response or corrective action as required or necessary including, but not limited to, monitoring wells, pumping wells and treatment facilities. Any such entry, including such activities, response or corrective actions, shall be coordinated with the Grantee or its successors and assigns, and shall be performed in a manner which minimizes a) any damage to any structures on the Property and, b) any disruption or disturbance of the use and enjoyment of the Property.

8. **PRESERVATION COVENANT:**

The Grantee hereby covenants on behalf of itself, its heirs, successors and assigns at all times to the United States, to maintain those portions of the Property as are within the Sand Point Historic District, to wit, portions of parcel 9A, in accordance with the Historic Preservation Covenant, attached hereto as Exhibit "D". Incorporation of the Historic Preservation Covenant into this Quitclaim Deed was made pursuant to the October 1997, Programmatic Agreement among The Department of the Navy, The Advisory Council on Historic Preservation, and The Washington State Historic Preservation Officer Regarding: Base Closure and Disposal of The Naval Station Puget Sound, Sand Point a copy of which can be located at Office of Sand Point Operations, 7400 Sand Point Way NE, Seattle, WA 98115.

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GRANTOR:
UNITED STATES OF AMERICA

By _____
ROBERT K. UHRICH
Real Estate Contracting Officer
Engineering Field Activity, Northwest
Naval Facilities Engineering Command

Reviewed and Approved
As to Form and Legality:

Jeffrey M. Denson
Assistant Counsel

Legal Description Approved:

Jerrell Tomeo, Engineering Technician

GRANTEE:
THE CITY OF SEATTLE

By _____
Paul Schell,
Mayor

STATE OF WASHINGTON

COUNTY OF KITSAP

On this _____ day of _____ 1998, before me personally appeared Robert K. Uhrich, known or identified to me to be the authorized agent of the United States of America, the governmental entity that executed the instrument or the person who executed the instrument on behalf of said governmental entity, and acknowledged to me that such governmental entity executed the same.

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WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Date: _____



Use this space for Notary Seal/Stamp

NOTARY PUBLIC in and for the State of
Washington residing at _____
My commission expires: _____
PRINT NAME: _____

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CITY ACKNOWLEDGMENT

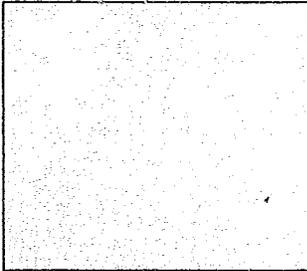
STATE OF WASHINGTON

COUNTY OF KING

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of The City of Seattle, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Date: _____



Use this space for Notary Seal/Stamp

NOTARY PUBLIC in and for the State of
Washington residing at _____
My commission expires: _____
PRINT NAME: _____

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EXHIBIT "A"

PARCEL 9A
Parcel Containing Streets
Access Parcel
Property Description
(revised 09/17/97)

Those portions of Section 2, TWP 25N, RNG 04E, as acquired by the U. S. Navy on behalf of the United States of America described as follows:

Commencing at the southwest corner of said Lot 2, accepted as being the same as the intersection of the centerline of Sand Point Way NE with the production east of the north margin of NE 75th Street, thence S 00° 48' 49" E on said centerline a distance of 212.12 feet, thence N 89° 11' 11" E a distance of 40.00 feet to the east margin of Sand Point Way NE, thence S 00° 48' 49" E on said east margin a distance of 55.12 feet to the True Point of Beginning, thence N 89° 42' 47" E a distance of 423.52 feet, thence N 0° 01' 33" W a distance of 905.00 feet, thence S 89° 57' 38" W a distance of 326.92 feet, to a point of curvature of a curve concave to the north and east the radial center of which bears N 00° 02' 02" W at a distance of 90.00 feet, thence north and west on said curve an arc distance of 97.10 feet, thence N 28° 13' 40" W a distance of 388.18 feet to a point of curvature of which the radial center bears S 61° 46' 20" W at a distance of 13.89 feet, thence continuing on the curve concave to the south an arc distance of 30.79 feet to a point of compound curvature of which the radial center bears S 65° 15' 50" E at a distance of 221.90 feet, thence continuing on the curve concave to the southeast for an arc distance of 80.10 feet to a point of compound curvature of which the radial center bears S 85° 56' 49" E at a distance of 440.09 feet, thence continuing on the curve concave to the east for an arc distance of 318.60 feet to a non-tangent cusp, thence N 89° 56' 55" W a distance of 83.74 feet to a point on a curve on the east margin of Sand Point Way NE, the radial center of which bears N 66° 27' 12" E at a distance of 533.90 feet, thence continuing northwesterly on said east margin on the curve concave to the north and east, for an arc distance of 89.41 feet, thence continuing on said east margin N 13° 57' 05" W a distance of 336.45 feet, thence leaving said east margin N 50° 08' 22" E a distance of 145.73 feet, thence N 72° 22' 29" E a distance of 60.45 feet, thence N 78° 56' 30" E a distance of 139.78 feet, thence N 89° 59' 39" E a distance of 483.06 feet to the west boundary of a parcel of land under the jurisdiction of the United States Department of Commerce (NOAA), thence S 00° 01' 33" E on said west boundary a distance of 958.20 feet to a concrete monument with metal disk stamped "U.S. NAVY 10", thence continuing S 00° 01' 33" E a distance of 464.84 feet, thence N 89° 42' 47" E a distance of 689.95 feet to the west boundary of Warren G. Magnuson Park as established in 1975, thence S 00° 02' 51" W on said west boundary a distance of 86.00 feet, thence leaving said west boundary S 89° 42' 47" W a distance of 796.53 feet, thence S 00° 01' 23" E a distance of 1622.11 feet thence S 23° 24' 06" E a distance of 323.73 feet, thence S 00° 19' 00" E a distance of 331.50 feet, thence S 89° 35' 06" E a distance of 1015.52 feet, thence S 01° 17' 21" E a distance of 32.30 feet to the north boundary of a parcel of land under the jurisdiction of the United States Department of Interior (NBS), thence S 88° 39' 59" W on said north boundary a distance of 201.07 feet to the northwest corner of said NBS parcel, thence S 00° 38' 51" E on the west boundary of said NBS parcel a distance of 21.33 feet to the south line of said Section 2, thence S 89° 50' 20" W on said section line 25.00 feet to the south quarter corner of said Section 2, thence continuing on the south line of said Section 2, N 89° 35' 06" W a distance of 1279.56 feet to the east margin of

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Sand Point Way NE, thence N 00° 48' 49" W on said east margin a distance of 60.01 feet, thence leaving said east margin S 89° 35' 06" E a distance of 429.94 feet, thence N 00° 19' 00" W a distance of 318.48 feet, thence N 23° 24' 06" W a distance of 424.71 feet, thence N 00° 01' 23" W a distance of 531.26 feet, thence S 89° 57' 32" W a distance of 276.82 feet to the east margin of Sand Point Way NE, thence N 00° 48' 49" W on said east margin a distance of 60.01 feet, thence leaving said east margin N 89° 57' 32" E a distance of 277.65 feet, thence N 00° 01' 23" W a distance of 946.27 feet, thence S 89° 42' 47" W a distance of 290.69 feet to the east margin of Sand Point Way NE, thence N 00° 48' 49" W on said east margin a distance of 90.00 feet to the **True Point of Beginning**.

EXCEPT THE FOLLOWING DESCRIBED PARCEL:

That portion of the northeast quarter (NE⁴) of the southwest quarter (SW⁴), the southwest quarter (SW⁴) of the northwest quarter (NW⁴) and Govt. Lot 2 in Section 2, TWP 25N, RNG 04E, as acquired by the U. S. Navy on behalf of the United States of America by deed recorded in the records of King Co., Washington in Vol. 1306 at pg. 455, described as follows:

Commencing at the southwest corner of said Lot 2, accepted as being the same as the intersection of the centerline of Sand Point Way NE with the production east of the north margin of NE 75th Street, thence S 00° 48' 49" E on said centerline a distance of 212.12 feet, thence N 89° 11' 11" E a distance of 40.00 feet to the east margin of Sand Point Way NE, thence S 00° 48' 49" E on said east margin a distance of 55.12 feet, thence N 89° 42' 47" E a distance of 423.52 feet, thence N 0° 01' 33" W a distance of 945.00 feet to the **True Point of Beginning**, thence S 89° 54' 15" W a distance of 382.55 feet, thence S 78° 17' 54" W a distance of 116.65 feet to a point of curvature the radial center of which bears S 11° 42' 06" E at a distance of 118.61 feet, thence on said curve concave to the southeast an arc distance of 82.17 feet to a non-tangent cusp, thence leaving said S 28° 13' 40" E, a distance of 411.42 feet to a point of curvature the radial center of which bears N 61° 46' 20" E at a distance of 50.00 feet, thence on said curve concave to the northeast an arc distance of 53.94 feet, thence N 89° 57' 38" E a distance of 326.93 feet to the **True Point of Beginning**.

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EXHIBIT "B"
ACCESS/UTILITY EASEMENT RESERVATION

Grantor is the owner of a certain parcel of land, hereinafter referred to as the "NOAA Parcel," and legally described as follows:

[INSERT LEGAL DESCRIPTION OF NOAA PARCEL]

Grantor hereby reserves an easement for itself and its successors and assigns for access and utilities for the NOAA Parcel; over and across Parcel 9A legally described as follows:

COMMENCING at the quarter corner common to Sections 2 and 11, Township 25 North, Range 04 East, Willamette Meridian, thence N 15°58'06" W, 2978.33 feet to a concrete monument stamped 10, thence N 89°57'50" E, 690.52 feet to a concrete monument stamped 9 from which a concrete monument stamped 10—6 bears S 00°01'58" E, 823.70 feet; thence S 00°01'58" E a distance of 516.89 feet to the True Point Of Beginning and the east terminus of the centerline described herein; thence S 89°53'41" W on said centerline, 179.18 feet to the beginning of the first exception in width of said easement; at this point the easement extends to 30.00 feet on each side of the centerline which continues S 89°53'41" W, 17.00 feet; at which point the easement extends to 30.00 feet south and 41.00 north of the centerline which continues S 89°53'41" W, 74.15 feet; at which point the easement remains 30.00 feet south and 41.00 feet north of the centerline which continues S 89°53'41" W, 17.00 feet; at which point the easement again extends to 30.00 feet on each side of the centerline which continues S 89°53'41" W, 900.56 feet to the east margin of Sand Point Way N.E. and the west terminus of said easement centerline.

The easement margins are to be extended or shortened to intersect at angle points with the boundaries at the terminal ends.

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EXHIBIT "C"
ROAD STRUCTURE EASEMENT RESERVATION

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EXHIBIT "D"
HISTORIC PRESERVATION COVENANT

Most of the public streets and right of way (ROW) conveyed are within the Naval Station Puget Sound (NSPS) Sand Point Historic District. A location map depicting the streets and ROW in relation to the Historic District is provided on Attachment 1 to this Exhibit. Attributes of concern are identified on this map and include the original street surface, hand finished rounded curbs, mature street trees and view corridors. The Grantee hereby covenants on behalf of itself and its successors and assigns to maintain and preserve the streets and ROW within the NSPS Sand Point Historic District in a manner that preserves those attributes that make these historic site elements eligible for inclusion in the National Register of Historic Places as follows.

1. Prior to the initiation of any construction, alteration, remodeling, demolition, disturbance of the ground or street surface, or any other action which would materially affect the integrity, appearance, or historic value of roads, ROW, landscape, or view corridors, the grantee or successors or assigns shall obtain the written approval of the Washington State Historic Preservation Officer (SHPO). Examples of actions considered to materially affect the property would affect the exterior surfaces, width of street corridor, or landscaping, the addition of new site elements such as signage, street lighting, or above ground utilities, or major ground disturbance for underground utility installation or repair. Actions identified in and in full conformance with a SHPO approved Historic Properties Re-use and Protection (HPRP) Plan shall be deemed to have the required written permission
2. The grantee or successors or assigns shall provide the SHPO a copy of the written description and/or proposed plans and specifications as determined necessary to fully evaluate proposed actions. Planned actions submitted in accordance with this section shall be prepared to conform, to the maximum extent possible, with the Secretary of Interior's "*Standards and Guidelines for Historic Preservation Projects*" as supplemented or amended.
3. The SHPO will provide written notice of approval of proposed actions or approval with modifications, or request for modification and re-submittal of the proposed action within 30 days of receipt of the action proposed.
4. The SHPO review process described above may be modified by a proposal review process contained in a fully reviewed and approved HPRP Plan. Any such modified review process may be cancelled by the SHPO 60 days following written notice to the grantee to cure deficiencies in its review process.
5. The SHPO shall be permitted at all reasonable times to inspect the property in order to ascertain if the above conditions are being observed. Advance notice of a minimum of 3 days shall normally be provided unless, in the opinion of the SHPO, an unannounced site visit is immediately required to prevent unalterable modification to a contributing element to the Historic District that has not been the subject of consultation.

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6. The Grantee agrees that the Washington SHPO may at the discretion of the SHPO, convey and assign all or part of its responsibilities contained herein to any government agency, with prior written notice but without the approval of the grantee, or to a charitable corporation or trust that is dedicated to the preservation of historic buildings, with written notification and the approval of the grantee.

7. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the United States Government, or upon 60 day prior notice to the U.S. Government, the Washington SHPO, may, following reasonable notice to the Grantee, institute any action to enjoin said violation or to recover the restoration of the property. The successful party shall be entitled to recover all costs or expenses incurred in connection with such action, including all court costs and attorney's fees to the extent authorized by law.

8. The failure of the Washington SHPO or the United States Government to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

9. This historic preservation covenant is a binding servitude on the grantee and its successors, and assigns in perpetuity. Restrictions, stipulations and covenants contained herein shall be inserted by the grantee verbatim or by explicit reference in any deed or other legal instrument by which it divests itself of either fee simple or any lessor estate of all or any part of the public streets and right of way that are associated with the NSPS Sand Point Historic District.

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City of Seattle
Executive Department - Strategic Planning Office
Office of Sand Point Operations

Lizanne Lyons, Director
Paul Schell, Mayor
Eric A. Friedli, Sand Point Director



COPY RECEIVED
38 JUN -1 PM 4:49
TITLE CITY ATTORNEY

June 1, 1998

MEMORANDUM

TO: Council President Sue Donaldson

FROM: Eric Friedli
Sand Point Director *EAF*

RE: Proposed Legislation: Approval Deed transferring ownership of the streets and roads portion of Sand Point.

Attached for City Council consideration is an ordinance giving authorization to Executive to complete negotiations with the U.S. Navy and accept the deed to the streets and roads portion of the Sand Point property. As you know it has been a long process. This is the light at the end of the tunnel we have been working towards. I am very pleased with the results of negotiations with the U.S. Navy on the language in the property transfer document. The Navy has clarified its responsibility for environmental clean-up pursuant to applicable laws and regulations and we have clarified the City's responsibility for historic preservation. With the transfer of ownership of the property we will be able to begin construction on the utility system and other sitewide improvements.

If you or your staff have any questions regarding this legislation please contact Eric Friedli at 4-8369.

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TIME AND DATE STAMP

6/4/98

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:

Ruth Yvonne

_____	_____
_____	_____
_____	_____
_____	_____

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO: _____

PRESIDENT'S SIGNATURE

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STATE OF WASHINGTON - KING COUNTY

--ss.

No. ORD IN FULL

City of Seattle

ORDINANCE 119059

AN ORDINANCE relating to Sand Point, authorizing the Mayor or the Director of the Strategic Planning Office to negotiate, execute, accept and record a deed to the streets and roads portion of the property formerly known as the Naval Station Puget Sound at Sand Point and related personal property, and authorizing related actions.

WHEREAS, the United States of America, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1990, is preparing to convey certain property at the former Naval Station Puget Sound at Sand Point to the City of Seattle; NOW THEREFORE:

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Director of the Strategic Planning Office and recommended by the Mayor, the Mayor or the Director of the Strategic Planning Office (Director) is authorized to negotiate, execute, accept and record a deed from the United States of America, for and on behalf of the City of Seattle, substantially in the form attached hereto as Attachment 1, or with such additions, modifications or deletions as the Mayor or such Director deems to be in the best interest of the City. The real property to be acquired (Property) is legally described in Exhibit A to the Quitclaim Deed attached hereto as Attachment 2, and incorporated herein by this reference. The Mayor or such Director is further authorized to accept from the United States of America, for and on behalf of the City, personal property located on or associated with the Property.

Section 2. The real and personal property so acquired shall be under the jurisdiction of the Strategic Planning Office until such time as jurisdiction may be transferred to the Seattle Transportation Department or another Department, by subsequent ordinance. The Director is further authorized to execute and deliver, for and on behalf of the City, any ancillary documents, and to pay administrative and closing costs, if any, associated with accepting and recording the deed.

Section 3. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 4. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 29th day of June, 1998, and signed by me in open session in authentication of its passage this 29th day of June, 1998.

BUE DONALDSON,
President of the City Council,
Approved by me this 4th day of July, 1998.

FAIR SCHELL,
Mayor,
Filed by me this 5th day of July, 1998
(Seal) **ERNIE DANFELD**,
Acting City Clerk,
Publication ordered by **JUDITH PIP-PIN**,
City Clerk.

Date of official publication in Daily Journal of Commerce, Seattle, July 15, 1998.
7/15/98

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
07/13/98

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

07/13/98 Subscribed and sworn to before me on

K. Patterson
M. O'Leary
Notary Public for the State of Washington
residing in Seattle

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