

Ordinance No. 120226

Council Bill No. 113507

AN ORDINANCE relating to Seattle Public Utilities; declaring that two parcels of the Lake Youngs Aqueduct Right-of-Way between R.H Witte County Road and Maple Valley-Black Diamond Road (SR 169), Section 16, Township 22 North, Range 6 East, W.M., in King County, Washington, to be surplus to the City's needs and not required for continued utility service; and authorizing the sale of one such parcel to Wilderness Plaza Partnership and the other to Wilderness Village Properties, LLC.

CF No. \_\_\_\_\_

Date Introduced:	DEC - 4 2000		
Date 1st Referred:	DEC - 4 2000	To: (committee)	Water Resources, Solid Waste & Public
Date Re - Referred:		To: (committee)	
Date Re - Referred:		To: (committee)	
Date of Final Passage:	1-2-01	Full Council Vote:	6-0
Date Presented to Mayor:	1-3-01	Date Approved:	8/1/01
Date Returned to City Clerk:	8/1/01	Date Published:	SPR
Date Vetted by Mayor:		Date Veto Published:	
Date Passed Over Veto:		Veto Sustained:	

The City of Seattle - Legislative Department  
Council Bill/Ordinance sponsored by: \_\_\_\_\_

Committee Action

Pass-Pending

1-2-01 Passed 6-0 (Excused 1)

(Absent: Del...

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

Law Dept. Review

OMP  
Review

City Clerk  
Review

**The City of Seattle - Legislative Department**

Council Bill/Ordinance sponsored by: Margaret Pageler **PAGELER**  
Councilmember

**Committee Action:**

Pass-Pageler

1-2-01 Passed 6-0 (Excused: Steinbrueck, Wills)  
(Absent: Delven)

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

Committee:

MLW/12/12/00  
(initial/date)

Law Dept. Review

OMP  
Review

City Clerk  
Review

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ORDINANCE 120226

AN ORDINANCE relating to Seattle Public Utilities; declaring that two parcels of the Lake Youngs Aqueduct Right-of-Way between R.H Witte County Road and Maple Valley-Black Diamond Road (SR169), Section 16, Township 22 North, Range 6 East, W.M., in King County, Washington, to be surplus to the City's needs and not required for continued utility service; and authorizing the sale of one such parcel to Wilderness Village Plaza Partnership and the other to Wilderness Village Properties, LLC.

WHEREAS, Resolution No. 27707, adopted February 8, 1988, declared the Lake Youngs Aqueduct Right-of-Way surplus to the City's needs and authorized the sale at fair market value; and

WHEREAS, Wilderness Village Properties, LLC and Wilderness Village Plaza Partnership each desires to acquire a portion of the Lake Young's Aqueduct Right of Way property located between R.H. Witte County Road and Maple Valley Black Diamond Road (SR169) (as legally described in Section 1, the "North Parcel" and the "South Parcel," respectively, and collectively, the "Parcels"); and

WHEREAS, the Director of the Seattle Public Utilities has recommended the sale and conveyance of the North Parcel to Wilderness Village Properties, LLC and the South Parcel to Wilderness Village Plaza Partnership, each as an abutting owner ; Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Pursuant to the provisions of RCW 35.94.040 and after public hearing, the parcels of real property are described as follows:

North Parcel

THAT PORTION OF THE 100 FOOT WIDE CITY OF SEATTLE PIPELINE RIGHT-OF-WAY AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 201476, LYING WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY WASHINGTON, AND LYING BETWEEN THE EASTERLY MARGIN OF R.H. WITTE COUNTY ROAD (WITTE ROAD SOUTHEAST) AND THE WESTERLY MARGIN OF MAPLE VALLEY-BLACK DIAMOND ROAD (SR169). DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SECTIONS 16 AND 21, FROM WHICH THE MONUMENT AT THE CENTER OF SAID SECTION 21 BEARS SOUTH 01°17'04" WEST, A DISTANCE OF 2620.74 FEET; THENCE NORTH 01°17'04" EAST ON A PROJECTION OF SAID NORTH-SOUTH CENTERLINE OF SECTION 21 AND THE

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1 CENTERLINE OF R.H.WITTE COUNTY ROAD, A DISTANCE OF 291.98 FEET TO THE  
2 BEGINNING OF A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE POINT BEARS  
3 SOUTH 88°42'56" EAST, A RADIAL DISTANCE OF 477.68 FEET; THENCE CONTINUING  
4 ALONG SAID CENTERLINE AND A CURVE TO THE RIGHT, THROUGH A CENTRAL  
5 ANGLE OF 38°32'00", AN ARC DISTANCE OF 321.26 FEET; THENCE CONTINUING ALONG  
6 SAID CENTERLINE NORTH 39°49'04" EAST, A DISTANCE OF 225.96 FEET TO THE SOUTH  
7 LINE OF SAID CITY OF SEATTLE PIPELINE RIGHT-OF-WAY, THENCE NORTH 88°44'00"  
8 EAST ALONG THE SOUTH LINE OF SAID PIPELINE RIGHT-OF-WAY, A DISTANCE OF  
9 39.80 FEET TO THE EASTERLY MARGIN OF SAID COUNTY ROAD, THENCE NORTH  
10 39°49'04" EAST ALONG SAID EASTERLY MARGIN A DISTANCE OF 132.49 FEET TO THE  
11 TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID EASTERLY MARGIN,  
12 NORTH 39°49'04" EAST A DISTANCE OF 2.18 FEET TO THE NORTH LINE OF SAID CITY  
13 OF SEATTLE PIPELINE RIGHT-OF-WAY; THENCE NORTH 88°44'00" EAST ALONG SAID  
14 NORTH LINE, A DISTANCE OF 655.80 FEET TO THE WESTERLY MARGIN OF THE MAPLE  
15 VALLEY-BLACK DIAMOND ROAD (SR169); THENCE SOUTH 48°28'21" EAST ALONG  
16 SAID WESTERLY MARGIN, A DISTANCE OF 7.05 FEET TO THE BEGINNING OF A  
17 NONTANGENT CURVE TO THE RIGHT, WHOSE CENTRAL ARC ANGLE POINT BEARS  
18 NORTH 88°20'33" WEST, A RADIAL DISTANCE OF 25.00 FEET; THENCE ALONG SAID  
19 CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 63°44'15", AN ARC DISTANCE  
20 OF 27.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, WHOSE CENTRAL  
21 ANGLE POINT BEARS NORTH 21°36'18" WEST, A RADIAL DISTANCE OF 150.00 FEET;  
22 THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF  
23 20°20'18", AN ARC DISTANCE OF 53.25 FEET; THENCE SOUTH 88°44'00" WEST,  
24 PARALLEL WITH THE NORTH LINE OF SAID PIPELINE RIGHT-OF-WAY, A DISTANCE OF  
485.66 FEET, TO THE BEGINNING OF A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE  
POINT BEARS NORTH 01°16'00" WEST, A RADIAL DISTANCE OF 45.00 FEET; THENCE  
ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21°03'17", AN  
ARC DISTANCE OF 16.52 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, WHOSE  
CENTRAL ANGLE POINT BEARS SOUTH 19°46'22" WEST, A RADIAL DISTANCE OF 45.00  
FEET; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF  
21°02'22", AN ARC DISTANCE OF 16.52 FEET; THENCE SOUTH 88°44'00" WEST,  
PARALLEL WITH THE NORTH LINE OF SAID PIPELINE RIGHT-OF-WAY, A DISTANCE OF  
58.28 FEET; THENCE NORTH 01°16'00" WEST, A DISTANCE 7.00 FEET TO THE  
BEGINNING OF A NONTANGENT CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE  
POINT BEARS NORTH 01°16'00" WEST, A RADIAL DISTANCE OF 18.00 FEET; THENCE  
ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 97°31'37", AN  
ARC DISTANCE OF 30.64 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING.

South Parcel

THAT PORTION OF THE 100 FOOT WIDE CITY OF SEATTLE PIPELINE RIGHT-OF-WAY  
AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 201476, LYING  
WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST  
QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 6 EAST, WILLAMETTE

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1 MERIDIAN, IN KING COUNTY WASHINGTON, AND LYING BETWEEN THE EASTERLY  
2 MARGIN OF R.H. WITTE COUNTY ROAD (WITTE ROAD SOUTHEAST) AND THE  
3 WESTERLY MARGIN OF MAPLE VALLEY-BLACK DIAMOND ROAD (SR169). DESCRIBED  
4 AS FOLLOWS:

5 COMMENCING AT THE QUARTER CORNER COMMON TO SECTIONS 16 AND 21, FROM  
6 WHICH THE MONUMENT AT THE CENTER OF SAID SECTION 21 BEARS SOUTH  
7 01°17'04" WEST, A DISTANCE OF 2620.74 FEET; THENCE NORTH 01°17'04" EAST ON A  
8 PROJECTION OF SAID NORTH-SOUTH CENTERLINE OF SECTION 21 AND THE  
9 CENTERLINE OF R.H.WITTE COUNTY ROAD, A DISTANCE OF 291.98 FEET TO THE  
10 BEGINNING OF A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE POINT BEARS  
11 SOUTH 88°42'56" EAST, A RADIAL DISTANCE OF 477.68 FEET; THENCE CONTINUING  
12 ALONG SAID CENTERLINE AND CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE  
13 OF 38°32'00", AN ARC DISTANCE OF 321.26 FEET; THENCE CONTINUING ALONG SAID  
14 CENTERLINE NORTH 39°49'04" EAST, A DISTANCE OF 225.96 FEET TO THE SOUTH LINE  
15 OF SAID CITY OF SEATTLE PIPELINE RIGHT-OF-WAY, THENCE NORTH 88°44'00" EAST  
16 ALONG THE SOUTH LINE OF SAID PIPELINE RIGHT-OF-WAY, A DISTANCE OF 39.80  
17 FEET TO THE EASTERLY MARGIN OF SAID COUNTY ROAD, THENCE CONTINUING  
18 NORTH 88°44'00" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 596.77 FEET TO  
19 THE TRUE POINT OF BEGINNING; THENCE NORTH 01°16'40" WEST, A DISTANCE OF  
20 35.00 FEET; THENCE NORTH 88°44'00" EAST, PARALLEL WITH THE SOUTH LINE OF  
21 SAID PIPELINE RIGHT-OF-WAY, A DISTANCE OF 40.86 FEET TO THE BEGINNING OF A  
22 CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE POINT BEARS SOUTH 01°16'40" EAST,  
23 A RADIAL DISTANCE OF 45.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT,  
24 THROUGH A CENTRAL ANGLE OF 29°53'47", AN ARC DISTANCE OF 23.48 FEET TO THE  
BEGINNING OF A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE POINT BEARS  
NORTH 28°37'46" EAST, A RADIAL DISTANCE OF 45.00 FEET, THENCE ALONG SAID  
CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 30°55'30", AN ARC DISTANCE  
OF 24.29 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, WHOSE CENTRAL  
ANGLE POINT BEARS NORTH 02°17'43" WEST, A RADIAL DISTANCE OF 192.00 FEET,  
THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 19°  
20'07", AN ARC DISTANCE OF 64.79 FEET; THENCE NORTH 88°44'55" EAST, PARALLEL  
WITH THE SOUTH LINE OF SAID PIPELINE RIGHT-OF-WAY, A DISTANCE OF 66.54 FEET  
TO THE WESTERLY MARGIN OF THE MAPLE VALLEY-BLACK DIAMOND ROAD (SR  
169); THENCE SOUTH 48°28'21"

EAST ALONG SAID WESTERLY MARGIN. A DISTANCE OF 51.52 FEET TO THE SOUTH  
LINE OF SAID PIPELINE RIGHT-OF-WAY, THENCE SOUTH 88°44'00" WEST ALONG SAID  
SOUTH LINE, A DISTANCE OF 255.02 FEET MORE OR LESS, TO THE POINT OF  
BEGINNING.

(the North Parcel and the South Parcel, approximately 22,012 square feet and 7,457 respectively), are  
hereby found and declared to be no longer required for providing public utility service and surplus to the  
City's needs.

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1  
2 Section 2. As requested by the Director of Seattle Public Utilities and recommended by the  
3 Mayor, the Director is hereby authorized to sell and execute a quit claim deed and to take all other  
4 actions necessary to effectuate a sale of the North Parcel to Wilderness Village Properties, LLC and the  
5 South Parcel to Wilderness Village Plaza Partnership. Each sale shall be at the fair market value stated  
6 in section 3 and shall be consistent with the terms and conditions contained in the form of purchase and  
7 sales agreement for North Parcel (attached hereto as Attachment A) and the South Parcel (attached  
8 hereto as Attachment B). Proceeds from the sale of each Parcel shall be deposited in the Seattle Public  
9 Utilities Water Fund.

10 Section 3. The fair market value of the North Parcel as determined by appraisal is found and  
11 declared to be One Hundred Twelve Thousand, Seven Hundred and Fifty and no/100 Dollars  
12 (\$112,750.00), and the fair market value of the South Parcel as determined by appraisal is found and  
13 declared to be Forty Five Thousand Nine Hundred Twenty Five Dollars (\$45,925.00)

14 Section 4. Any act pursuant to and prior to the effective date of this ordinance is hereby ratified and  
15 confirmed.  
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1 Section 5. This ordinance shall take effect and be in force thirty (30) days from and after its  
2 approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after  
3 presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

4 Passed by the City Council the 2nd day of January, 2000, and signed by me in open  
5 session in authentication of its passage this 2nd day of January, 2000.

6 Margaret C. Papp  
7 President of the City Council

8 Approved by me this 8th day of JANUARY, 2000.

9 Dell S. Kelly  
10 Mayor

11 Filed by me this 8th day of January, 2000.

12 Joith E. Papp  
13 City Clerk

14  
15 (Seal)

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## ATTACHMENT A

### REAL ESTATE PURCHASE AND SALE AGREEMENT

This Agreement is made by and between The City of Seattle, a municipal corporation, acting by and through its Seattle Public Utilities ("Seller") and Wilderness Village Properties, LLC ("Buyer"), for purchase and sale of that certain real property and appurtenances thereon situated in King County, Washington, legally described on Exhibit A, together with all rights appurtenant thereto (the "Property"), subject to the terms and provisions set forth below. The effective date of this Agreement shall be the date this Agreement has been signed by both Seller and Buyer.

#### 1. PURCHASE PRICE; PAYMENT.

The total purchase price for the Property is One Hundred Twelve Thousand, Seven Hundred and Fifty and no/100 Dollars (US \$112,750.00) ("Purchase Price"). The Purchase Price is payable as follows: The Buyer will deposit, within 10 working days from the date this Agreement is signed by both Buyer and Seller, in escrow with Pacific Northwest Title Company of Washington ("Closing Agent"), a copy of this Agreement and Buyer's earnest money deposit in the amount of Two Thousand and no/100 Dollars (US \$2,000.00) ("Deposit") in the form of a check made payable to Closing Agent. Closing Agent will apply or disburse the Deposit as provided in this Agreement. Upon closing, the Deposit will be applied to the Purchase Price.

1.2 Balance of Purchase Price. The balance of the Purchase Price, One Hundred Ten Thousand, Seven Hundred and Fifty and no/100 Dollars (US \$110,750.00), in cash at closing; or Twenty percent (20%) down (\$22,550.00) on a ten year Deed of Trust at 7.75% interest with one annual (yearly) payment due on the anniversary of the closing of this sale.

#### 2. TITLE

2.1 Title Insurance. Within ten (10) days after the date of this Agreement, Seller shall cause to be furnished to Buyer an ALTA form commitment for an owner's standard coverage policy of title insurance, issued through Pacific Northwest Title Company describing the Property, listing the Buyer as the prospective insured, and showing as the policy amount the Purchase Price (the "Title Commitment"). Buyer shall have ten (10) days after receipt of the Title Commitment to disapprove any exceptions contained therein. If Buyer disapproves any exceptions listed on the Title Commitment, Seller shall have the option to terminate the Agreement or attempt to correct the exceptions to the Buyer's satisfaction. If Seller elects to terminate the Agreement or does not remove the disapproved exceptions, Buyer as its sole and exclusive remedy, shall be entitled to a refund of the Earnest Money. Any title exceptions not disapproved by the Buyer within ten (10) day period shall be deemed accepted by the Buyer (the "Permitted Exceptions").

2.2 Deed. At Closing, the Seller will execute and deliver to Buyer a quick claim deed conveying title to the Property free and clear of all defects or encumbrances except for Permitted Exceptions and any other exceptions waived by the Buyer.

#### 1. INSPECTION

Commencing on the date of this Agreement, Buyer shall have 10 working days to investigate and inspect the suitability and feasibility of the Property for Buyer's intended use at the Buyer's expense. Buyer shall provide Seller with written notice of Buyer's determination that the Property is not suitable prior to the end of the 10 day period or the Property shall be deemed suitable and feasible for the Buyer's purposes. If the Buyer determines that the property is unsuitable this Agreement shall terminate. In such case and upon Buyer's notice of termination to the Closing Agent, the Closing Agent shall refund the Deposit to Buyer and the parties shall have no further rights or obligations in connection with this Agreement.

#### 2. SELLER'S CONTINGENCIES.

The Seattle City Council by ordinance must authorize and approve the execution of this Agreement and sale of the Property. If the Seattle City Council does not approve this Agreement, Closing Agent shall

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refund the Deposit to Buyer and the parties shall have no further rights or obligations in connection with this Agreement

3. RIGHT OF ENTRY.

Seller hereby grants to Buyer and its employees, agents and contractors, the right to enter upon the Property from time to time, for the purpose of conducting therein and thereon such inspections, investigations and studies, the Buyer may reasonably deem necessary or appropriate in order to determine the feasibility of purchasing the Property. Buyer agrees to restore to its previous condition any portion of the Property disturbed by Buyer's investigations or studies.

4. RISK OF LOSS.

Seller will bear the risk of loss of or damage to the Property until the date of closing. In the event of destruction of vegetation or other material loss of or damage to the Property prior to closing, Buyer may terminate this Agreement by giving notice of termination to Seller and Closing Agent unless such loss or damage is caused by the Buyer. Upon such notification, Closing Agent shall refund the Deposit to Buyer and the parties shall have no further rights or obligations in connection with this Agreement.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Seller represents, warrants and covenants to Buyer at the date of execution of this Agreement and the date of closing that:

- 7.1 Authority. Seller, and the person or persons signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations;
- 7.2 Debris and Personal Property. Prior to closing, Seller will remove all debris and personal property located on the Property (if any), at Seller's cost and expense.
- 7.3 Fees and Commission. Buyer and Seller each represent that it has had no dealing with any real estate brokers or agents in connection with the negotiation of this transaction. Buyer and Seller shall indemnify and hold each other harmless from and against any and all liability and costs which the other may suffer in connection with real estate brokers claiming by, through, or under that party seeking any commission, fee or payment in connection with this transaction.
- 7.4 Vegetation. Seller has not entered, and prior to closing shall not enter, into any contract or agreements, either written or verbal, concerning cutting, removal, topping or other disturbance or destruction of vegetation on the Property.

8. CONDITION OF PROPERTY.

Buyer acknowledges and agrees that it is relying solely on its inspection and investigation of the property, and accepts the property "AS-IS", "WHERE-IS" in its present condition. Buyer acknowledges and agrees that the Seller has made no warranty or representation of any kind, oral or written, expressed or implied, with respect to any condition of the Property, including without limitation, the habitability, tenantability, or fitness for a particular purpose of the Property, the presence or absence of any hazardous substances, wastes or materials as defined by State, Federal or Local law, all of which warranties seller hereby expressly disclaims.

9. CLOSING

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9.1 Prorations; Closing Costs. Taxes and drainage service fees for the current year and collected rents, if Buyer has agreed to purchase the Property subject to a lease or leases, will be prorated as of the date of closing. Buyer will pay real estate excise taxes (if any are due), the premium for its owner's title insurance policy, the cost of recording the quick claim deed from Seller, and the Closing Agent's escrow fee.

9.2 Time for Closing. This sale will be closed in the office of Closing Agent on a date mutually agreed upon by the Buyer and Seller, but not later than 15 ~~January~~ <sup>April</sup> 2001. Buyer and Seller will deposit in escrow with Closing Agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. As used in this Agreement, "closing" or "date of closing" means the date on which all appropriate documents are recorded and proceeds of sale are available for disbursement to Seller. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of his definition, as available to disbursement to Seller.

9.3 Possession. Buyer shall be entitled to possession of the Property upon closing.

#### 10. DEFAULT.

Time is of the essence of this Agreement. If Seller has performed all of Seller's covenants and obligations under this Agreement, title is insurable as provided in Section 2., Seller's representations and warranties are true and accurate, Buyer's conditions (if any) are satisfied or waived, and Buyer fails or refuses to purchase the Property through no fault of Seller, the Deposit will be forfeited to Seller and Buyer will have no further obligations or liability under this Agreement. If Seller is unable to (or does not) perform all covenants and obligations under this Agreement, if title is not insurable as provided in Section 2, or if Seller's representations and warranties are not all true and accurate, Closing Agent will return the Deposit to Buyer upon demand by Buyer, as Buyer's sole and exclusive remedy and Seller and Buyer shall have no further obligations or liability under this Agreement.

#### 11. NOTICES.

All notices, waivers, elections, approvals and demands required or permitted to be given under this Agreement shall be in writing and personally delivered, sent by United States certified mail, return receipt requested, to the addressee's mailing address set forth below, or sent by telecopy to the addressee's fax number set forth below. Any notice will be effective when actually received or, if mailed as provided herein, on the earlier of actual receipt or two (2) days after the date deposited in the mail.

If to Buyer:

Attn: Ron Perkerswicz  
Seattle Public Utilities  
Dexter Horton Building Floor 10  
710 Second Avenue  
Seattle, WA 98104-1714

Phone: 206-615-0741  
Fax: 206-615-1215

If to Seller:

Wilderness Village Properties, LLC  
C/o Jim Flynn  
22301 SE 236<sup>th</sup> Pl  
Maple Valley, Wa 98038  
Phone 425-432-9700  
Fax 425-432 2754

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If to Closing Agent:

Attn: Laura Johnson Escrow Officer  
Pacific Northwest Title Company of Washington Inc.,  
1201 Third Ave, Suite 3800  
Seattle, Wa 98101  
Phone: 206-343-1321  
FAX: 206-343-4720

11. GENERAL.

This is the entire agreement of Buyer and Seller with respect to the Property and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers under this Agreement must be in writing. A waiver of any right or remedy in the event of a default will not constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement is for the benefit of, and binding upon, Buyer and Seller and their heirs, personal representatives, successors and assigns. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. All exhibits are hereby incorporated into this Agreement.

12. SURVIVAL OF WARRANTIES.

The terms, covenants, representations and warranties shall not merge in the deed of conveyance, but shall survive closing.

13. ACCEPTANCE.

This Agreement shall become null and void unless executed by Buyer and received by Ron Perkerewicz at the address referenced above not later than 4:00 PM, Monday September 11, 2000

Buyer: The City of Seattle

By:

Diana Gale  
Diana Gale  
Director, Seattle Public Utilities

Date:

Seller:

By:

James R. Flynn  
James R. Flynn, for Wilderness Village Properties, LLC

Date:

9-8-00

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EXHIBIT "A"

Property Description

THAT PORTION OF THE 100 FOOT WIDE CITY OF SEATTLE PIPELINE RIGHT-OF-WAY AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 201476, LYING WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY WASHINGTON, AND LYING BETWEEN THE EASTERLY MARGIN OF R.H. WITTE COUNTY ROAD (WITTE ROAD SOUTHEAST) AND THE WESTERLY MARGIN OF MAPLE VALLEY-BLACK DIAMOND ROAD (SR169). DESCRIBED AS FOLLOWS:

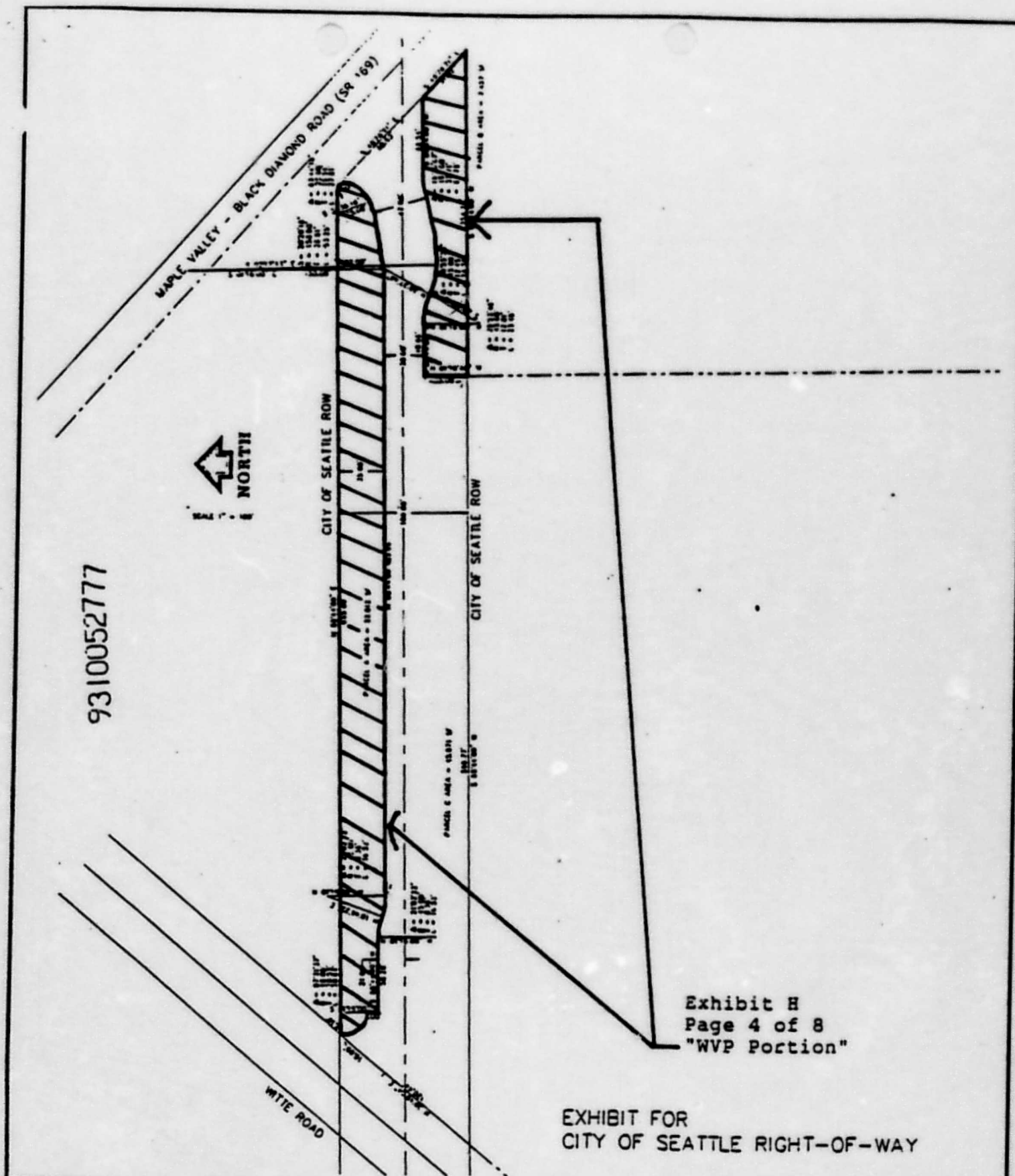
COMMENCING AT THE QUARTER CORNER COMMON TO SECTIONS 16 AND 21, FROM WHICH THE MONUMENT AT THE CENTER OF SAID SECTION 21 BEARS SOUTH  $01^{\circ}17'04''$  WEST, A DISTANCE OF 2620.74 FEET; THENCE NORTH  $01^{\circ}17'04''$  EAST ON A PROJECTION OF SAID NORTH-SOUTH CENTERLINE OF SECTION 21 AND THE CENTERLINE OF R.H. WITTE COUNTY ROAD, A DISTANCE OF 291.98 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE POINT BEARS SOUTH  $88^{\circ}42'56''$  EAST, A RADIAL DISTANCE OF 477.68 FEET; THENCE CONTINUING ALONG SAID CENTERLINE AND A CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF  $38^{\circ}32'00''$ , AN ARC DISTANCE OF 321.26 FEET; THENCE CONTINUING ALONG SAID CENTERLINE NORTH  $39^{\circ}49'04''$  EAST, A DISTANCE OF 225.96 FEET TO THE SOUTH LINE OF SAID CITY OF SEATTLE PIPELINE RIGHT-OF-WAY, THENCE NORTH  $88^{\circ}44'00''$  EAST ALONG THE SOUTH LINE OF SAID PIPELINE RIGHT-OF-WAY, A DISTANCE OF 39.80 FEET TO THE EASTERLY MARGIN OF SAID COUNTY ROAD, THENCE NORTH  $39^{\circ}49'04''$  EAST ALONG SAID EASTERLY MARGIN A DISTANCE OF 132.49 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY MARGIN, NORTH  $39^{\circ}49'04''$  EAST A DISTANCE OF 2.18 FEET TO THE NORTH LINE OF SAID CITY OF SEATTLE PIPELINE RIGHT-OF-WAY; THENCE NORTH  $88^{\circ}44'00''$  EAST ALONG SAID NORTH LINE, A DISTANCE OF 655.80 FEET TO THE WESTERLY MARGIN OF THE MAPLE VALLEY-BLACK DIAMOND ROAD (SR169); THENCE SOUTH  $48^{\circ}28'21''$  EAST ALONG SAID WESTERLY MARGIN, A DISTANCE OF 7.05 FEET TO THE BEGINNING OF A NONTANGENT CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE POINT BEARS NORTH  $88^{\circ}20'33''$  WEST, A RADIAL DISTANCE OF 25.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF  $63^{\circ}44'15''$ , AN ARC DISTANCE OF 27.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE POINT BEARS NORTH  $21^{\circ}36'18''$  WEST, A RADIAL DISTANCE OF 150.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF  $20^{\circ}20'18''$ , AN ARC DISTANCE OF 53.25 FEET; THENCE SOUTH  $88^{\circ}44'00''$  WEST, PARALLEL WITH THE NORTH LINE OF SAID PIPELINE RIGHT-OF-WAY, A DISTANCE OF 485.66 FEET, TO THE BEGINNING OF A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE POINT BEARS NORTH  $01^{\circ}16'00''$  WEST, A RADIAL DISTANCE OF 45.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF  $21^{\circ}03'17''$ , AN ARC DISTANCE OF 16.52 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE POINT BEARS SOUTH  $19^{\circ}46'22''$  WEST, A RADIAL DISTANCE OF 45.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF  $21^{\circ}02'22''$ , AN ARC DISTANCE OF 16.52 FEET; THENCE SOUTH  $88^{\circ}44'00''$  WEST, PARALLEL WITH THE NORTH LINE OF SAID PIPELINE RIGHT-OF-WAY, A DISTANCE OF 58.28 FEET; THENCE NORTH  $01^{\circ}16'00''$  WEST, A DISTANCE 7.00 FEET TO THE BEGINNING OF A NONTANGENT CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE POINT BEARS NORTH  $01^{\circ}16'00''$  WEST, A RADIAL DISTANCE OF 18.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF  $97^{\circ}31'37''$ , AN ARC DISTANCE OF 30.64 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING.

CONTAINING 22,012.00 SQUARE FEET MORE OR LESS

WILDERNESS NORTH PARCEL

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





PROJECT LK WILDERNESS OFC	BY L. M. R.	SHEET NO.
LOCATION LK WILDERNESS	DATE 09/09/93	1
CLIENT OFC	CHECKED R. WALLIS	JOB NO.
DWG. NO. RD LEGAL	DATE 09/09/93	0980-05

**Northwest Engineering Company**

Civil Engineering • Land Survey • Land Planning

12828 Northrup Way, Suite 310  
Bellevue, Washington 98005  
phone: 206-867-9800

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## ATTACHMENT B

### REAL ESTATE PURCHASE AND SALE AGREEMENT

This Agreement is made by and between The City of Seattle, a municipal corporation, acting by and through its Seattle Public Utilities ("Seller") and Wilderness Village Plaza Partnership ("Buyer"), for purchase and sale of that certain real property and appurtenances thereon situated in King County, Washington, legally described on Exhibit A, together with all rights appurtenant thereto (the "Property"), subject to the terms and provisions set forth below. The effective date of this Agreement shall be the date this Agreement has been signed by both Seller and Buyer.

#### 1. PURCHASE PRICE; PAYMENT.

The total purchase price for the Property is Forty Five Thousand Nine Hundred and Twenty Five and no/100 Dollars (US \$45,925.00) ("Purchase Price). The Purchase Price is payable as follows: The Buyer will deposit, within 10 working days from the date this Agreement is signed by both Buyer and Seller, in escrow with Pacific Northwest Title Company of Washington ("Closing Agent"), a copy of this Agreement and Buyer's earnest money deposit in the amount of Two Thousand and no/100 Dollars (US \$2,000.00) ("Deposit") in the form of a check made payable to Closing Agent. Closing Agent will apply or disburse the Deposit as provided in this Agreement. Upon closing, the Deposit will be applied to the Purchase Price.

1.2 Balance of Purchase Price. The balance of the Purchase Price, Forty Three Thousand Nine hundred and Twenty Five and no/100 dollars (US \$43,925.00), in cash at closing; or Twenty percent (20%) down (\$9185.00) on a ten year Deed of Trust at 7.75% interest with one annual (yearly) payment due on the anniversary of the closing of this sale.

#### 2. TITLE

2.1 Title Insurance. Within ten (10) days after the date of this Agreement, Seller shall cause to be furnished to Buyer an ALTA form commitment for an owner's standard coverage policy of title insurance, issued through Pacific Northwest Title Company describing the Property, listing the Buyer as the prospective insured, and showing as the policy amount the Purchase Price (the "Title Commitment"). Buyer shall have ten (10) days after receipt of the Title Commitment to disapprove any exceptions contained therein. If Buyer disapproves any exceptions listed on the Title Commitment, Seller shall have the option to terminate the Agreement or attempt to correct the exceptions to the Buyer's satisfaction. If Seller elects to terminate the Agreement or does not remove the disapproved exceptions, Buyer as its sole and exclusive remedy, shall be entitled to a refund of the Earnest Money. Any title exceptions not disapproved by the Buyer within ten (10) day period shall be deemed accepted by the Buyer (the "Permitted Exceptions").

2.2 Deed. At Closing, the Seller will execute and deliver to Buyer a quick claim deed conveying title to the Property free and clear of all defects or encumbrances except for Permitted Exceptions and any other exceptions waived by the Buyer.

#### 1. INSPECTION

Commencing on the date of this Agreement, Buyer shall have 10 working days to investigate and inspect the suitability and feasibility of the Property for Buyer's intended use at the Buyer's expense. Buyer shall provide Seller with written notice of Buyer's determination that the Property is not suitable prior to the end of the 10 day period or the Property shall be deemed suitable and feasible for the Buyer's purposes. If the Buyer determines that the property is unsuitable this Agreement shall terminate. In such case and upon Buyer's notice of termination to the Closing Agent, the Closing Agent shall refund the Deposit to Buyer and the parties shall have no further rights or obligations in connection with this Agreement.

#### 2. SELLER'S CONTINGENCIES.

The Seattle City Council by ordinance must authorize and approve the execution of this Agreement and sale of the Property. If the Seattle City Council does not approve this Agreement, Closing Agent shall

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refund the Deposit to Buyer and the parties shall have no further rights or obligations in connection with this Agreement

3. RIGHT OF ENTRY.

Seller hereby grants to Buyer and its employees, agents and contractors, the right to enter upon the Property from time to time, for the purpose of conducting therein and thereon such inspections, investigations and studies, the Buyer may reasonably deem necessary or appropriate in order to determine the feasibility of purchasing the Property. Buyer agrees to restore to its previous condition any portion of the Property disturbed by Buyer's investigations or studies.

4. RISK OF LOSS.

Seller will bear the risk of loss of or damage to the Property until the date of closing. In the event of destruction of vegetation or other material loss of or damage to the Property prior to closing, Buyer may terminate this Agreement by giving notice of termination to Seller and Closing Agent unless such loss or damage is caused by the Buyer. Upon such notification, Closing Agent shall refund the Deposit to Buyer and the parties shall have no further rights or obligations in connection with this Agreement.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Seller represents, warrants and covenants to Buyer at the date of execution of this Agreement and the date of closing that:

- 7.1 Authority. Seller, and the person or persons signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations;
- 7.2 Debris and Personal Property. Prior to closing, Seller will remove all debris and personal property located on the Property (if any), at Seller's cost and expense.
- 7.3 Fees and Commission. Buyer and Seller each represent that it has had no dealing with any real estate brokers or agents in connection with the negotiation of this transaction. Buyer and Seller shall indemnify and hold each other harmless from and against any and all liability and costs which the other may suffer in connection with real estate brokers claiming by, through, or under that party seeking any commission, fee or payment in connection with this transaction.
- 7.4 Vegetation. Seller has not entered, and prior to closing shall not enter, into any contract or agreements, either written or verbal, concerning cutting, removal, topping or other disturbance or destruction of vegetation on the Property.

8. CONDITION OF PROPERTY.

Buyer acknowledges and agrees that it is relying solely on its inspection and investigation of the property, and accepts the property "AS-IS", "WHERE-IS" in its present condition. Buyer acknowledges and agrees that the Seller has made no warranty or representation of any kind, oral or written, expressed or implied, with respect to any condition of the Property, including without limitation, the habitability, tenantability, or fitness for a particular purpose of the Property, the presence or absence of any hazardous substances, wastes or materials as defined by State, Federal or Local law, all of which warranties seller hereby expressly disclaims.

9. CLOSING

9.1 Prorations; Closing Costs. Taxes and drainage service fees for the current year and collected rents, if Buyer has agreed to purchase the Property subject to a lease or leases, will be prorated as of the date of closing. Buyer will pay real estate excise taxes (if any are due), the premium for its owner's title insurance policy, the cost of recording the quick claim deed from Seller, and the Closing Agent's escrow fee.

9.2 Time for Closing. This sale will be closed in the office of Closing Agent on a date mutually agreed upon by the Buyer and Seller, but not later than 15 January 2001. Buyer and Seller will deposit in escrow with Closing Agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. As used in this Agreement, "closing" or "date of closing" means the date on which all appropriate documents are recorded and proceeds of sale are available for disbursement to Seller. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of his definition, as available to disbursement to Seller.

9.3 Possession. Buyer shall be entitled to possession of the Property upon closing.

#### 10. DEFAULT.

Time is of the essence of this Agreement. If Seller has performed all of Seller's covenants and obligations under this Agreement, title is insurable as provided in Section 2., Seller's representations and warranties are true and accurate, Buyer's conditions (if any) are satisfied or waived, and Buyer fails or refuses to purchase the Property through no fault of Seller, the Deposit will be forfeited to Seller and Buyer will have no further obligations or liability under this Agreement. If Seller is unable to (or does not) perform all covenants and obligations under this Agreement, if title is not insurable as provided in Section 2, or if Seller's representations and warranties are not all true and accurate, Closing Agent will return the Deposit to Buyer upon demand by Buyer, as Buyer's sole and exclusive remedy and Seller and Buyer shall have no further obligations or liability under this Agreement.

#### 11. NOTICES.

All notices, waivers, elections, approvals and demands required or permitted to be given under this Agreement shall be in writing and personally delivered, sent by United States certified mail, return receipt requested, to the addressee's mailing address set forth below, or sent by telecopy to the addressee's fax number set forth below. Any notice will be effective when actually received or, if mailed as provided herein, on the earlier of actual receipt or two (2) days after the date deposited in the mail.

If to Buyer:

Attn: Ron Perkerewicz  
Seattle Public Utilities  
Dexter Horton Building Floor 10  
710 Second Avenue  
Seattle, WA 98104-1714

Phone: 206-615-0741  
Fax: 206-615-1215

If to Seller:

Wilderness Village Plaza Partnership  
C/o Jim Flynn  
22301 SE 236<sup>th</sup> Pl  
Maple Valley, Wa 98038  
Phone 425-432-9700  
Fax 425-432 2754

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If to Closing Agent:

Attn: Laura Johnson Escrow Officer  
Pacific Northwest Title Company of Washington Inc.,  
1201 Third Ave, Suite 3800  
Seattle, Wa 98101  
Phone: 206-343-1321  
FAX: 206-343-4720

11. GENERAL.

This is the entire agreement of Buyer and Seller with respect to the Property and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers under this Agreement must be in writing. A waiver of any right or remedy in the event of a default will not constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement is for the benefit of, and binding upon, Buyer and Seller and their heirs, personal representatives, successors and assigns. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. All exhibits are hereby incorporated into this Agreement.

12. SURVIVAL OF WARRANTIES.

The terms, covenants, representations and warranties shall not merge in the deed of conveyance, but shall survive closing.

13. ACCEPTANCE.

This Agreement shall become null and void unless executed by Buyer and received by Ron Perkerewicz at the address referenced above not later than 4:00 PM, Monday September 11, 2000

Buyer: The City of Seattle

By: Diana Gale  
Diana Gale  
Director, Seattle Public Utilities

Date: \_\_\_\_\_

Seller: By: James R. Flynn  
James R. Flynn, Partner, for Wilderness Village Plaza Partnership

Date: 9-8-00

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EXHIBIT "A"

Property Description

THAT PORTION OF THE 100 FOOT WIDE CITY OF SEATTLE PIPELINE RIGHT-OF-WAY AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 201476, LYING WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY WASHINGTON, AND LYING BETWEEN THE EASTERLY MARGIN OF R.H. WITTE COUNTY ROAD (WITTE ROAD SOUTHEAST) AND THE WESTERLY MARGIN OF MAPLE VALLEY-BLACK DIAMOND ROAD (SR169). DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SECTIONS 16 AND 21, FROM WHICH THE MONUMENT AT THE CENTER OF SAID SECTION 21 BEARS SOUTH  $01^{\circ}17'04''$  WEST, A DISTANCE OF 2620.74 FEET; THENCE NORTH  $01^{\circ}17'04''$  EAST ON A PROJECTION OF SAID NORTH-SOUTH CENTERLINE OF SECTION 21 AND THE CENTERLINE OF R.H. WITTE COUNTY ROAD, A DISTANCE OF 291.98 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE POINT BEARS SOUTH  $88^{\circ}42'56''$  EAST, A RADIAL DISTANCE OF 477.68 FEET; THENCE CONTINUING ALONG SAID CENTERLINE AND CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF  $38^{\circ}32'00''$ , AN ARC DISTANCE OF 321.26 FEET; THENCE CONTINUING ALONG SAID CENTERLINE NORTH  $39^{\circ}49'04''$  EAST, A DISTANCE OF 225.96 FEET TO THE SOUTH LINE OF SAID CITY OF SEATTLE PIPELINE RIGHT-OF-WAY, THENCE NORTH  $88^{\circ}44'00''$  EAST ALONG THE SOUTH LINE OF SAID PIPELINE RIGHT-OF-WAY, A DISTANCE OF 39.80 FEET TO THE EASTERLY MARGIN OF SAID COUNTY ROAD, THENCE CONTINUING NORTH  $88^{\circ}44'00''$  EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 596.77 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH  $01^{\circ}16'40''$  WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH  $88^{\circ}44'00''$  EAST, PARALLEL WITH THE SOUTH LINE OF SAID PIPELINE RIGHT-OF-WAY, A DISTANCE OF 40.86 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE POINT BEARS SOUTH  $01^{\circ}16'40''$  EAST, A RADIAL DISTANCE OF 45.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF  $29^{\circ}53'47''$ , AN ARC DISTANCE OF 23.48 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE POINT BEARS NORTH  $28^{\circ}37'46''$  EAST, A RADIAL DISTANCE OF 45.00 FEET, THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF  $30^{\circ}55'30''$ , AN ARC DISTANCE OF 24.29 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE POINT BEARS NORTH  $02^{\circ}17'43''$  WEST, A RADIAL DISTANCE OF 192.00 FEET, THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF  $19^{\circ}20'07''$ , AN ARC DISTANCE OF 64.79 FEET; THENCE NORTH  $88^{\circ}44'55''$  EAST, PARALLEL WITH THE SOUTH LINE OF SAID PIPELINE RIGHT-OF-WAY, A DISTANCE OF 66.54 FEET TO THE WESTERLY MARGIN OF THE MAPLE VALLEY-BLACK DIAMOND ROAD (SR 169); THENCE SOUTH  $48^{\circ}28'21''$  EAST ALONG SAID WESTERLY MARGIN, A DISTANCE OF 51.52 FEET TO THE SOUTH LINE OF SAID PIPELINE RIGHT-OF-WAY, THENCE SOUTH  $88^{\circ}44'00''$  WEST ALONG SAID SOUTH LINE, A DISTANCE OF 255.02 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 7,457 SQUARE FEET MORE OR LESS.

WILDERNESS SOUTH PARCEL

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STATE OF WASHINGTON - KING COUNTY

--SS.

126598  
City of Seattle, Clerk's Office

No. ORD TITLES

**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 12<sup>th</sup> 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

CTOT:120223-120233

was published on

01/18/01

The amount of the fee charged for the foregoing publication is the sum of \$0.00, which amount has been paid in full.

Subscribed and sworn to before me on

01/18/01

Notary Public for the State of Washington,  
residing in Seattle

Affidavit of Publication



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**TITLE-ONLY PUBLICATION**

The full text of the following ordinances, passed by the City Council on January 2, 2001, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

**ORDINANCE NO. 120223**

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the Superintendent to accept and execute a grant agreement with the Institute of Museum and Library Services (IMLS) for a General Operating Support Grant for the Woodland Park Zoo; increasing an expenditure allowance in the 2000 Department of Parks and Recreation Budget; and making a reimbursable appropriation from the Park and Recreation Fund therefor; all by a three-fourths vote of the City Council.

**ORDINANCE NO. 120224**

AN ORDINANCE relating to the Seattle Department of Parks and Recreation; authorizing amendments to a 1997 grant agreement with the Seattle Housing Authority to support programs at the Yeeler Terrace Community Center; increasing the expenditure authority in the Department of Parks and Recreation's 2000 Budget; and making a reimbursable appropriation from the Park and Recreation Fund therefor; all by a three-fourths vote of the City Council.

**ORDINANCE NO. 120225**

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the acceptance and execution of a \$25,464 grant from the Seattle-King County, Washington Development Council to support the Twin Life Center program; increasing the expenditure allowance in the Department of Parks and Recreation's 2000 budget; and making a reimbursable appropriation from the Park and Recreation Fund; all by a three-fourths vote of the City Council.

**ORDINANCE NO. 120226**

AN ORDINANCE relating to Seattle Public Utilities; declaring that two parcels of the Lake Youngs Aqueduct Right-of-Way between R.H. Witte County Road and Maple Valley-Black Diamond Road (SR-169), Section 16, Township 23 North, Range 8 East, W.M., in King County, Washington, to be surplus to the City's needs and not required for continued utility service; and authorizing the sale of one such parcel to Wilderness Village Plaza Partnership and the other to Wilderness Village Properties, LLC.

**ORDINANCE NO. 120227**

AN ORDINANCE relating to the Seattle Center; authorizing execution of a ground lease with The Inn at the Center, LLC, to use and occupy Seattle Center Parking Lot Number 4 for the construction, maintenance and operation of a hotel and parking facility.

**ORDINANCE NO. 120228**

AN ORDINANCE relating to the Seattle Center Department, authorizing the execution of an easement agreement with Fisher Companies Inc. regarding the installation of telecommunications equipment for delivery of telecommunications services to the Seattle Center campus.

**ORDINANCE NO. 120229**

AN ORDINANCE relating to the Seattle Center Department, authorizing the execution of an agreement with SSI, Inc. regarding the use of Key Arena for the playing of Women's National Basketball Association ("WNBA") games.

**ORDINANCE NO. 120230**

AN ORDINANCE relating to the Seattle Center Department; authorizing acceptance of a challenge grant from the Kreiselheimer Foundation regarding the Seattle Center Theatre District; accepting funds from the Kreiselheimer Remainder Foundation; making a reimbursable appropriation from the 1999 Seattle Center / Community Centers Fund for Theatre District planning and design activities; and expressing the City's gratitude for the gifts, all by a three-fourths vote of the City Council.

**ORDINANCE NO. 120231**

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

**ORDINANCE NO. 120232**

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

**ORDINANCE NO. 120233**

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

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of official publication in Daily Journal of Commerce, Seattle, January 18, 2001.

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