

ORDINANCE No. 120696

COUNCIL BILL No. 113987

AN ORDINANCE relating to the Department of Parks and Recreation and to Seattle Public Utilities; authorizing the acquisition of real property located at 11715 36th Avenue Northeast in the Lake City neighborhood for open space, park, and recreation purposes; authorizing acceptance of the deed; assigning shared jurisdiction over a portion of said property to Seattle Public Utilities for floodplain/habitat enhancement purposes; and making an appropriation from the 2000 Parks Levy Fund for acquisition and related costs; all by a three-fourths vote of the City Council.

6/10/01

Law Department

The City of Seattle--Legislative

REPORT OF COMMITTEE

Honorable President:

Your Committee on

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

pass 2-0 NC, JM 12/12/01

12-17-01 Passed 8-0 Absent:

COMPTROLLER FILE No.

Introduced	<i>DEC 1 2001</i>	By	LICATA
Referred	<i>DEC 1 2001</i>	To	CULTURE, ARTS & PARKS
Referred		To	
Referred		To	
Reported	<i>12-17-01</i>	Second Reading	
Third Reading	<i>12-17-01</i>	Signed	<i>12-17-01</i>
Presented to Mayor	<i>12-18-01</i>	Approved	<i>12/20/01</i>
Returned to City Clerk	<i>12-21-01</i>	Published	<i>App Title</i>
Vetoed by Mayor		Veto Published	
Passed over Veto		Veto Sustained	

(W)

[Signature]

Committee Chair

Law Department

The City of Seattle--Legislative Department

REPORT OF COMMITTEE

Date Reported
and Adopted

Honorable President:

Your Committee on _____

to which was referred the within Council Bill No. _____

report that we have considered the same and respectfully recommend that the same:

pass 2-0 NL, JN 12/12/01

12-17-01 Passed 8-0 (Absent: R. Castro)

[Signature]

Committee Chair

[Signature]
*Approved for me by
Full Text Lead
Attachment A*



SMEAD 45 YSP 17703

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

ORDINANCE 120696

1
2
3 AN ORDINANCE relating to the Department of Parks and Recreation and to Seattle Public
4 Utilities; authorizing the acquisition of real property located at 11715 36th Avenue
5 Northeast in the Lake City neighborhood for open space, park, and recreation purposes;
6 authorizing acceptance of the deed; assigning shared jurisdiction over a portion of said
7 property to Seattle Public Utilities for floodplain/habitat enhancement purposes; and
8 making an appropriation from the 2000 Parks Levy Fund for acquisition and related
9 costs; all by a three-fourths vote of the City Council.

10 WHEREAS, the North District (Lake City Way) Neighborhood Plan recommends acquisition
11 of property in the vicinity of Little Brook in the Thornton Creek watershed, including
12 the property located at 11715 36th Avenue Northeast; and

13
14 WHEREAS, the Neighborhood Parks, Green Spaces, Trails and Zoo Levy, as proposed by
15 Ordinance 120024 and approved by Seattle voters in the November 7, 2000, provides
16 funds for acquisition of new neighborhood parks and green spaces; and

17
18 WHEREAS, Ordinance 120024 identified North Open Space Acquisitions (including parcels
19 identified through the 1989 Seattle Open Space and Trails Program within the Thornton
20 Creek Watershed) as one of the projects in the Neighborhood Parks Acquisition
21 subcategory for accomplishment with 2000 Parks Levy funding; and

22
23 WHEREAS, Seattle Public Utilities has as a part of its mission the purchase of real property for
24 utility needs, including management of creek corridors, habitat restoration and
25 enhancement, and flood control; and

26
27 WHEREAS, in December 1999 the Department of Parks and Recreation and Seattle Public
28 Utilities entered into a Memorandum of Agreement that defines roles, responsibilities,
29 and processes for specified activities including urban creek restoration projects such as
30 that anticipated on a portion of the real property described in Section 1 below; Now
31 Therefore,

32
33 BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

34
35 Section 1. The Superintendent of Parks and Recreation or his designee is authorized, on
36 behalf of The City of Seattle, to acquire the following described real property ("Property") for
37 open space, park and recreation purposes in accordance with the terms and provisions of the
38 Real Estate Purchase and Sale Agreement attached hereto as Exhibit A and incorporated herein
39 by this reference:
40

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



1 Lots 11,12, 13, and 14, Block 25, University Lake Shore Addition Divisions 1, 2, and 3,
2 according to the plat thereof recorded in Volume 18 of Plats, page 81, in King County,
3 Washington; and
4

5 Lots 10, 11, 12, 13, and 14, Block 26 University Lake Shore Addition Division 4,
6 according to the plat thereof recorded in Volume 18 of Plats, page 82, in King County,
7 Washington.
8

9 Section 2. Upon delivery of the statutory warranty deed for the Property, the
10 Superintendent is authorized to accept the deed on behalf of The City of Seattle for open space,
11 park and recreation purposes, and the Property shall be under the jurisdiction of the Department
12 of Parks and Recreation.

13 Section 3. Shared jurisdiction of the following portion of the Property shall be assigned
14 to Seattle Public Utilities for the purposes of flood control and habitat restoration and
15 enhancement:

16 Lots 11, 12, 13, and 14, except the eastern 250 feet thereof; Block 25, University Lake
17 Shore Addition Divisions 1, 2, and 3, according to the plat thereof recorded in Volume
18 18 of Plats, page 81, in King County, Washington; and
19

20 Lots 10, 11, 12, 13, and 14, Block 26 University Lake Shore Addition Division 4,
21 according to the plat thereof recorded in Volume 18 of Plats, page 82, in King County,
22 Washington.
23

24 Section 4. To pay for the acquisition authorized in Section 1 above and for related
25 acquisition costs, the sum of One Million Three Hundred Forty Thousand Dollars (\$1,340,000),
26 or so much thereof as is necessary, is hereby appropriated from the 2000 Parks Levy Fund
27 (Fund 33850) as part of Capital Improvement Program K723001 – Neighborhood Park
28 Acquisitions, Project Number K733042-02 – North Open Space Acquisitions. The 2001
29 Adopted Budget of the Department of Parks and Recreation is hereby increased accordingly.

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

1 Section 5. The amount appropriated in Section 4 shall be partially reimbursed by an
2 interdepartmental transfer of Five Hundred Forty Thousand Dollars (\$540,000) from the
3 Drainage and Wastewater Fund (Fund 44010), Project C3AA302 to the 2000 Parks Levy Fund
4 (Fund 33850).

5 Section 6. Any act consistent with the authority and prior to the effective date of this
6 ordinance is hereby ratified and confirmed.

7 Section 7. The foregoing appropriations are made to meet actual necessary expenditures
8 of the City for which insufficient appropriation has been made due to causes that could not
9 reasonably have been foreseen at the time of making the 2001 Adopted Budget. Now,
10 Therefore, in accordance with RCW 35.32A.060, by reason of the facts above stated, this
11 ordinance shall take effect and be in force thirty (30) days from and after its approval by the
12 Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it
13 shall take effect as provided by Municipal Code Section 1.04.020.

14 Passed by a three-fourths (3/4) vote of the members of the City Council the 17th day
15 of December 2001, and signed by me in open session in authentication of its passage this
16 17th day of December 2001.

17 Margaret Rogers
18 President _____ of the City Council

19 Approved by me this 20th day of DECEMBER, 2001

20 Paul Schell
21 Paul Schell, Mayor

22 Filed by me this 21st day of December, 2001

23 Judith E. Pappin
24 City Clerk

25 (SEAL)
26



City of Seattle

Paul Schell, Mayor

Seattle Department of Parks and Recreation
Kenneth R. Bounds, Superintendent

November 26, 2001

The Honorable Margaret Pageler, President
The City Council
Via Mayor Paul Schell
City of Seattle

Attention: Joan Walters, Budget Director

AN ORDINANCE relating to the Department of Parks and Recreation and to Seattle Public Utilities; authorizing the acquisition of real property located at 11715 36th Avenue Northeast in the Lake City neighborhood for open space, park, and recreation purposes; authorizing acceptance of the deed; assigning shared jurisdiction over a portion of said property to Seattle Public Utilities for floodplain/habitat enhancement purposes; and making an appropriation from the 2000 Parks Levy Fund for acquisition and related costs; all by a three-fourths vote of the City Council.

Attached for City Council consideration is an ordinance authorizing acquisition of real property located at Northeast 117th Street and 35th Avenue Northeast, accepting the deed to the property, assigning partial jurisdiction of the property to SPU, and appropriating funds for the transaction.

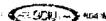
This 2.0-acre property is just north of Meadowbrook Community Center, in the North District/Lake City neighborhood. It is one of the largest undeveloped properties in the neighborhood (even allowing for a small, dilapidated house on one corner, to be demolished after closing) and has long been sought by the community for park and open space purposes. It was specifically identified for acquisition in the North District (Lake City Way) Neighborhood Plan, and was subsequently identified as a Neighborhood Park Acquisition in the Neighborhood Parks and Green Spaces Levy approved by voters in November 2000. The property, located in the Thornton Creek watershed, is bisected by Little Brook, which supports coho salmon and is one of the major tributaries of Thornton Creek. The stream and surrounding woods provide crucial habitat for wildlife and serve as a doorstep greenway for the densely developed Lake City neighborhood. This acquisition is and has been a priority of the Thornton Creek Alliance since the Open Space Bond Program.

The Department of Parks & Recreation had sought this property for park purposes since the mid-1990s but had been unable to agree on a purchase price with the owner. Recently, however, the owner granted durable power of attorney to his niece, and a purchase and sale agreement has now been mutually executed.

100 Dexter Avenue North, Seattle, WA 98109-5199

Tel: (206) 684-4075. TDD: (206) 233-7061

An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.



While the full cost of this acquisition (\$1,340,000) is in excess of what was initially anticipated, supplemental funds have been identified. The department applied to King County for an allocation from Conservation Futures Tax proceeds to assist with the acquisition and has been awarded Six Hundred Thousand Dollars (\$600,000) by King County Ordinance 2001-0426. Seattle Public Utilities has also agreed to contribute Five Hundred Forty Thousand Dollars (\$540,000) toward the acquisition in return for the partial jurisdiction necessary to execute a future floodplain/habitat enhancement project.

If you or your staff have any questions regarding this legislation please contact Donald Harris at 684-8018 or Lise Ward at 733-9106.

Sincerely,



Kenneth R. Bounds
Superintendent

Attachments

fn = ltrbk.ltr.doc

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

**Fiscal Note: Real Property Acquisition in Thornton Creek Natural Area
at 11715 - 36th Ave NE**

Department: Parks and Recreation	Contact Persons/Phones: Donald Harris, 684-8018 Lise Ward, 733-9106	CBO Analyst/Phone: Helen Welborn, 233-7884
--	--	--

Legislation Title: AN ORDINANCE relating to the Department of Parks and Recreation and to Seattle Public Utilities; authorizing the acquisition of real property located at 11715 36th Avenue Northeast in the Lake City neighborhood for open space, park, and recreation purposes; authorizing acceptance of the deed; assigning shared jurisdiction over a portion of said property to Seattle Public Utilities for floodplain/habitat enhancement purposes; and making an appropriation from the 2000 Parks Levy Fund for acquisition and related costs; all by a three-fourths vote of the City Council.

Summary of the Legislation: The proposed ordinance would authorize acquisition of property, acceptance of the deed, assignment of partial jurisdiction to Seattle Public Utilities, and an appropriation from the 2000 Parks Levy Fund.

Background: The subject property is identified as a desired park area in the North District (Lake City Way) Neighborhood Plan. Accordingly, it was listed as part of the North Open Space Acquisitions project in the Neighborhood Park Acquisition subcategory in the Neighborhood Parks, Green Spaces, Trails and Zoo Levy that was approved by the voters on November 7, 2000. The Levy provides \$16,000,000 for Neighborhood Park Acquisition. Funding is included within this category for the Thornton Creek/North Open Space Acquisition project.

Seattle Public Utilities (SPU) has agreed to contribute \$540,000 toward the acquisition via an interdepartmental transfer from the Drainage and Wastewater Fund (Project C3AA302), in return for the ability to execute a future flood improvement/habitat restoration project along Little Brook, a tributary of Thornton Creek that flows across the western side of the property. This project would be consistent with an existing Memorandum of Agreement (MOA) between the Department of Parks and Recreation and SPU for partnerships "in three areas of activity: 1) urban creek restoration projects, 2) other SPU-sponsored, non-creek projects impacting park property, and 3) other programs in which SPU and DPR have a mutual interest." The MOA was developed in 1999 and is being implemented on an on-going basis by a Joint Executive Team (JET).

The City has also been awarded \$600,000 from proceeds of the King County Conservation Futures Tax for acquisition of the subject property, per King County Ordinance 14213, which will partially reimburse the 2000 Parks Levy Fund upon completion of the acquisition.

Sustainability Issues (related to grant awards): NA

Estimated Expenditure Impacts:

FUND	2001	2002	2003
2000 Parks Levy Fund (33850) – Neighborhood Park Acquisition Program K723001 (North Open Space Acquisitions, Project K733042-02)	\$5,000	\$1,335,000	
TOTAL	\$5,000	\$1,335,000	

One-time \$1,340,000 On-going \$ none

Estimated Revenue Impacts:

FUND	2001	2002	2003
2000 Parks Levy Fund (33850) – to be reimbursed by the Drainage and Wastewater Fund (44010), Project C3AA302		\$540,000	
TOTAL	NA	\$540,000	

One-time \$ 540,000 On-going \$ none

Estimated FTE Impacts: None

FUND	2001	2002	2003
	-0-	-0-	
TOTAL	-0-	-0-	

Full Time NA # Part Time NA # TES NA

Do positions sunset in the future? NA If so, when?

Other Issues (including long-term implications of the legislation):

There is no estimate of O&M costs at this time because a development plan has not been determined. However O&M costs for properties acquired with levy funds are also to be covered by the levy.

EXHIBIT A

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made as of the ____ day of _____, 2001 by and between RUDOLPH A. KARTESS, a widowed man ("Seller"), and THE CITY OF SEATTLE, a Washington municipal corporation ("Buyer"). The real property that is the subject of this Agreement is situated in King County, Washington, and legally described in Exhibit A attached hereto ("Land"). The Land together with all permanent improvements thereon and all rights, privileges, easements and other appurtenances thereto are hereafter referred to as the "Property".

1. Purchase Price; Payment. Subject to the provisions of this Agreement Seller shall sell and Buyer shall purchase the Property for a price of One Million Two Hundred Fifty Thousand and NO/100 Dollars (U.S. \$1,250,000.00) ("Purchase Price"). The Purchase Price is payable as follows:

1.1 Deposit. Within five (5) days of the execution of this Agreement by Buyer and Seller, Buyer will open an escrow account with Pacific Northwest Title Insurance Company, 215 Columbia Street, Seattle, Washington 98104 (referred to hereafter as "Escrow Agent" or "Title Company") and shall deliver to Escrow Agent a deposit of Five Thousand and NO/100 Dollars (\$5,000.00) (the "Deposit") together with a copy of the fully executed Agreement. Escrow Agent shall place the Deposit in an interest-bearing account for the benefit of the Buyer. Escrow Agent shall apply or disburse the Deposit as provided in this agreement. At closing, Escrow Agent shall apply the Deposit together with interest, if any, to the Purchase Price

1.2 Payment of Remainder of Purchase Price. The balance of the Purchase Price shall be payable in cash, certified funds or wire transfer at closing.

2. Conveyance; Title Insurance.

2.1 Conveyance. Seller shall convey good, marketable and insurable title to the Property to Buyer by statutory warranty deed subject only to the exceptions, if any, listed in Exhibit A ("Permitted Exceptions").

2.2 Title Insurance. Title to the Property shall be insured under an ALTA extended coverage owner's policy of title insurance issued pursuant to the preliminary commitment for title insurance from the Title Company, No. 433142, dated April 26, 2001 ("Title Report"), subject only to the Permitted Exceptions. If required by the Title Company to issue an extended coverage owner's ALTA title insurance policy; Buyer shall obtain a survey and title updates for an extended policy at its own cost and expense.

3. Conditions Precedent; Feasibility Period.

3.1 Buyer Conditions. The obligations of Buyer under this Agreement shall be

WardL
lbrkexa.doc
11/16/01
V#1

subject to the fulfillment and satisfaction of the following conditions, which are for the benefit of Buyer and may be waived only in writing by Buyer. If any condition is not satisfied or waived prior to closing (or such earlier date as provided in the subsections below), then this Agreement shall terminate, and the parties shall have no further obligations under this Agreement, except that Buyer shall be entitled to return of the Deposit together with interest, if any.

3.1.1 Feasibility; Condition of Property. Buyer shall have ninety (90) days from the date this Agreement is executed by both parties ("Feasibility Period") to perform, or have performed by consultants acceptable to Buyer, such investigations of the Property as Buyer deems necessary or reasonable and to determine whether the results of the investigations are acceptable to Buyer. During the Feasibility Period, Buyer and its agents shall have the right to enter the Property at reasonable times to conduct such surveys, investigations and studies as Buyer deems necessary or desirable, subject to the following: (a) Buyer shall not allow (and shall immediately remove) any liens on the Property as a result of the investigations and shall repair or restore the Property to its original condition after completion of its investigations; (b) Buyer shall fully indemnify and hold Seller harmless from any claim, liability, loss or expense asserted against Seller or the Property arising out of Buyer's or its agent's, employee's or designee's entry onto the Property. All costs of such surveys, investigations and studies shall be paid for by Buyer.

3.1.2 Council Approval of Transaction. On or before ninety (90) days after both Buyer and Seller have executed this Agreement, an ordinance shall have been passed by the Seattle City Council and signed by the Mayor authorizing the transaction contemplated by this Agreement and appropriating funds to complete this transaction.

3.1.3 Debris and Personal Property. Not later than fifteen (15) days before closing, Buyer shall notify Seller of the nature and location of any garbage, waste or debris on the Property that Buyer desires Seller to remove before closing. Within five (5) days of closing, Seller shall, at Seller's cost and expense, perform a one-time, reasonable cleanup to remove garbage, waste and debris from the Property, which shall be subject to Buyer's inspection and reasonable approval. Seller will hold Buyer harmless from all claims and expenses arising from such removal.

3.1.4 Title Insurance. On the date of closing, Title Company shall be irrevocably committed to issuing to Buyer an owner's ALTA Extended coverage policy of title insurance, dated as of the date of closing and insuring Buyer in the amount of the Purchase Price against loss or damage by reason of defect in Buyer's title to the Property subject only to the printed exclusions and general exceptions appearing in the policy form and any Permitted Exceptions.

3.1.5 Compliance With Obligations. Seller shall have performed and complied in all material aspects, at the appropriate times for such performance and compliance, with the obligations, covenants and agreements under this Agreement to be performed by Seller.

3.1.6 Representations and Warranties. The representations and warranties of Seller in this Agreement shall be true and correct in all respects as of the closing date.

3.1.7 No Adverse Changes. As of closing, there shall have been no adverse change in the physical condition of the Property from the date of this Agreement.

3.2. Seller Conditions. The obligation of Seller to convey the Property to Buyer hereunder shall be subject to the fulfillment and satisfaction of the following conditions within the time periods specified below, which conditions are for the benefit of Seller and may be waived only in writing by Seller, as follows:

3.2.1 Compliance With Obligations. Buyer shall have performed and complied in all material aspects, at the appropriate times for such performance and compliance, with the obligations, covenants, conditions and agreements under this Agreement to be performed by Buyer.

4. Representations and Warranties. Effective as of the date of this Agreement and the date of closing, Seller represents, warrants, and covenants as follows, which representations, warranties, and covenants shall survive closing and shall not be merged in any deed delivered by Seller to Buyer at closing.

4.1 Authority of Seller. Seller, and the person signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations hereunder. When executed and delivered by Seller, this Agreement shall constitute a legal, valid, and binding obligation of Seller.

4.2 Ownership. Seller is the sole owner of the Property.

4.3 Hazardous Substances. Seller has not received notification from any agency suggesting that the Property is currently in violation of any environmental law or regulation or is or may be targeted for a Superfund cleanup. To the best of Seller's knowledge, the Property has not been used as a landfill, waste storage or disposal site or for the production, storage, deposit or disposal of any chemicals, petroleum products, or hazardous or dangerous wastes or substances that would subject the owner of the Property to any damage, penalty, or liability under any applicable local, state, or federal law or regulation.

4.4 The Property. To the best of Seller's knowledge, the Property is free of any material defects, latent or patent, and there are no prescriptive or adverse interests with respect to the Property. To the best of Seller's knowledge, there are no boundary problems or encroachments on or from the Property.

4.5 Litigation. To the best of Seller's knowledge, there is not pending or threatened any litigation or proceeding affecting the Property or any portion thereof which might materially impair the value or usefulness of the Property or any portion thereof to Buyer or would prevent Buyer from acquiring the Property in accordance with this Agreement. Seller has received no written notice of any judgments, orders, or decrees pending or outstanding against the Property or against Seller that would affect Seller's ability to perform his obligations under this Agreement or the use and occupancy of the Property for Buyer's purposes.

4.6 Documents. To the best of Seller's knowledge, Seller has no documents, including, without limitation, reports, studies and surveys, pertaining to the Property.

4.7 Outstanding Contracts. To the best of Seller's knowledge, all persons and corporations supplying labor, materials or equipment to the Property have been paid and there are no claims of liens. Seller shall indemnify and hold harmless Buyer from and against any and all obligations, costs, and expenses (including reasonable attorneys' fees) for any contract for improvements to or otherwise affecting or relating to the Property that has not been fully paid and Seller shall discharge all mechanics' and materialmen's liens arising from any labor or material furnished prior to the closing date.

4.8 Agreements with Governmental Authorities. Seller has no knowledge of any agreements with governmental authorities, agencies, utilities, or quasi-governmental entities that affect the Property except provision of utilities to the house located at 11715 - 36th Avenue NE. No consent or approval of any federal, state, or local court or federal, state or local government, bureau, department, commission, or agency is required to permit Seller to execute, deliver, or perform the transactions contemplated in the Agreement.

4.9 Persons in Possession. As of the closing date the Property will not be subject to any leases, tenancies or rights of persons in possession and the house located at 11715 - 36th Avenue NE on Lot 11, Block 25, University Lake Shore Division #1-2-3 will be unoccupied and empty. Seller will hold Buyer harmless from any and all claims and expenses arising from previous leases, tenancies or rights of persons in possession.

5. Closing.

5.1 Closing Date. Closing shall occur in the office of Escrow Agent on a date mutually agreeable to Buyer and Seller within twenty-one (21) days after Buyer's conditions precedent have been satisfied or waived, but in any event no later than February 28, 2002, unless further extended by written agreement. As used in this Agreement, "closing," "closing date" or "date of closing" means the date on which all appropriate documents are recorded and proceeds of sale are available for disbursement to Seller in accordance with this Agreement. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of the definition of "closing," "closing date" and "date of closing," as available for disbursement to Seller.

5.2 Prorations; Closing Costs. Surface water management fees and other fees (if any) payable to governmental entities shall be prorated as of the date of closing. Seller shall provide evidence satisfactory to Buyer that utility services to the Property, including but not limited to electricity, heating oil, telephone, cable television, have been terminated and that all services have been paid for in full. Water and sewer service charges shall be prorated as of the date of closing and the accounts transferred to Seller at closing. Seller shall pay real estate excise taxes (if any are due) and real property taxes prorated through the date of closing. If Seller is entitled to a reimbursement for overpayment of real property taxes, it shall be Seller's responsibility to seek such reimbursement from the appropriate taxing authority outside of closing. Seller's monetary liens on the Property shall, if not previously discharged, be discharged in full out of the Purchase Price at closing. Buyer will pay the premium for its owners title insurance policy, the

WardL
ltbrkexa.doc
11/16/01
V#1

escrow agent's fees and the cost of recording the statutory warranty deed from the Seller.

5.3 Documents. Buyer and Seller shall deposit in escrow with Escrow Agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. At closing, Seller shall execute and deliver to Buyer in escrow the following documents, each of which shall be in form and substance satisfactory to Buyer: a statutory warranty deed as described in Subsection 2.1 above, a real estate excise tax affidavit, and an affidavit evidencing that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

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

6. "As-Is" Sale. Subject to the express warranties, representations and conditions set forth in this Agreement and the warranties in Seller's deed at closing, the Property is sold "as-is" and Seller shall have no responsibility for demolition or removal of the house located at 11715 - 36th Avenue NE.

7. 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 material loss of or damage to the Property prior to closing, Buyer may terminate this Agreement by giving notice of termination to Seller. If Buyer elects to terminate this Agreement, the Deposit together with interest, if any, shall be refunded to Buyer, and the parties shall have no further rights or obligations under this Agreement.

8. Remedies on Default. If Buyer has performed its obligations under this Agreement, and Seller defaults under the terms and conditions of this Agreement, then Buyer shall be entitled to specific enforcement, or to damages for breach and to terminate this Agreement without further obligation to Seller and to receive return of the Deposit plus interest, if any. If Seller has performed its obligations under this Agreement, and Buyer defaults under the terms and conditions of this Agreement, then the Deposit shall be forfeited to Seller as liquidated damages as Seller's sole and exclusive remedy.

9. Broker Representation. Seller represents and warrants to Buyer that Seller has incurred finder's, broker's, or other commissions or fees in connection with the sale of the Property and Seller is responsible for the payment of such fees. Seller shall indemnify and hold Buyer harmless from and against any liability for such commissions or fees incurred by Seller. Buyer represents and warrants to Seller that Buyer has incurred no finder's, broker's, or other commissions or fees payable to any person in connection with the sale of the Property. Buyer shall indemnify and hold Seller harmless from and against any liability for such commissions or fees incurred by Buyer.

10. General Provisions.

10.1 Notices. All notices required or permitted hereunder shall be in writing and shall either be delivered in person, sent by certified mail, return receipt requested, or delivered via facsimile transmittal, and shall be deemed received on the sooner of actual or facsimile receipt or

WardL
lbrkexa.doc
11/16/01
V#1

three (3) days after deposit in the mail, postage prepaid, addressed to Seller or Buyer, as the case may be, at the address/facsimile number set forth below and with copies as specified:

Seller: Sandra Fetzer
997 Road 8
Powell, Wyoming 82435
Telephone: (307) 754-4711

Seller's Agent: Jason Wall/Lake & Associates
7801 Green Lake Drive North
Seattle, WA 98103
Facsimile: (206) 527-8837 Telephone: (206) 527-1777

Buyer: Seattle Department of Parks and Recreation
800 Maynard Avenue South, 3rd Fir.
Seattle, WA 98134
Facsimile: (206) 233-7038 Telephone: (206) 733-9106
Attn: Lise Ward

Notice of a change of address or facsimile number shall be given by written notice in the manner specified above.

10.2 Costs. Except as specifically provided in this Agreement, neither party shall be responsible for paying any costs incurred by the other party in connection with this Agreement or otherwise. All obligations, if any, for reimbursement or cost-sharing shall survive closing or the earlier termination of this Agreement for any reason whatsoever.

10.3 Memorandum of Agreement. This Agreement shall not be recorded, but a mutually approved Memorandum stating the legal description and closing schedule may be prepared, signed, acknowledged and recorded at the request of either party.

10.4 Amendment. This Agreement may be amended only by written instrument signed by Seller and Buyer acting through duly authorized representatives.

10.5 Entire Understanding. This Agreement, and the documents incorporated herein, embody the entire agreement between the parties with respect to the transaction contemplated hereby, superseding all prior expressions by the parties. The terms of this Agreement cannot be waived except by the written agreement of the party against whom a waiver shall be asserted.

10.6 Time of Essence. Time is of the essence of this Agreement and each term and condition hereof.

10.7 Governing Law. This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws and judicial decisions of the State of Washington.

WardL
lbrkexa.doc
11/16/01
V#1

10.8 Severability. If any portion of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement, which shall be enforced in accordance with its terms.

10.9 Holidays and Weekends. In the event that the date for any notice, performance, term, or period specified or contemplated hereunder shall fall on a holiday or a weekend, the date and any associated performance or action shall automatically be extended to the next succeeding business day.

10.10 Captions. Section titles or other headings set forth in this Agreement are for the convenience of the parties only and shall not be a part of this Agreement, nor shall they be considered in its interpretation, construction, or enforcement.

10.11 Exhibits Incorporated. All exhibits attached hereto, as listed below, are expressly incorporated into and form a part of this Agreement.

Exhibit A. Legal Description of Property and Permitted Exceptions.

- 11. Expiration Date.** This offer shall terminate if not accepted by Seller by 5:00 p.m. on Friday, October 19, 2001.

IN WITNESS WHEREOF the parties have signed this Real Estate Purchase and Sale Agreement as of the date first stated above.

BUYER:

The City of Seattle, a Washington municipal corporation

By:

Kenneth R. Bounds, Superintendent of Parks
and Recreation

SELLER:

Rudolph A. Kartess, aka Rudy Kartess

By:

Sandra Fetzer, his attorney-in-fact

WardL
lfbrkexa.doc
11/16/01
V#1

[SEAL]

(TYPE OR PRINT NAME)
Notary Public in and for the State
of Wyoming, residing at _____.
My Commission expires on _____

EXHIBIT A

LEGAL DESCRIPTION AND PERMITTED EXCEPTIONS

Lots 11, 12, 13, and 14, Block 25, University Lake Shore Addition Divisions 1, 2, and 3, according to the plat thereof recorded in Volume 18 of Plats, page 81, in King County, Washington;

and

Lots 10, 11, 12,13, and 14, Block 26, University Lake Shore Addition Division 4, according to the plat thereof recorded in Volume 18 of Plats, page 82, in King County, Washington

Subject to:

1. Easement to City of Seattle for slopes for cuts and fills, recorded December 31, 1969 under King County Recording Number 6604140.

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

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

STATE OF WASHINGTON - KING COUNTY

--SS.

140082
City of Seattle, Clerk's Office

No. TITLES ONLY ORDINANCE

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

CTOT:120695-708

was published on

1/10/2002

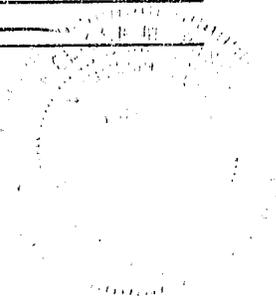
J. Stedman

Subscribed and sworn to before me on

1/10/2002

Mel... [Signature]
Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication



State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on December 17, 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 364-8346.

ORDINANCE NO. 120695

AN ORDINANCE relating to Seattle Public Utilities; authorizing acquisition and acceptance of an easement from the City of Carnation for emergency evacuation purposes, on property located adjacent to Carnation in King County, Washington.

ORDINANCE NO. 120698

AN ORDINANCE relating to the Department of Parks and Recreation and to Seattle Public Utilities; authorizing the acquisition of real property located at 11716 36th Avenue Northeast in the Lake City neighborhood for open space, park, and recreation purposes; authorizing acceptance of the deed; assigning shared jurisdiction over a portion of said property to Seattle Public Utilities for floodplain/habitat enhancement purposes; and making an appropriation from the 2000 Parks Levy Fund for acquisition and related costs; all by a three-fourths vote of the City Council.

ORDINANCE NO. 120697

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the Superintendent of Parks and Recreation to enter an agreement with the Woodland Park Zoological Society for operation and management of the Woodland Park Zoo.

ORDINANCE NO. 120698

AN ORDINANCE relating to the Central Puget Sound Regional Transit Authority ("Sound Transit"); revising reimbursable expenditure allowances to reconcile spending plans with actual experience in 2001, and to reflect updated spending

plans through early 2002 for various City departments; and decreasing and increasing various appropriations made in the 2001 budget.

ORDINANCE NO. 120699

AN ORDINANCE relating to the Seattle Center Department; authorizing acceptance of grant funds from the Federal Transit Administration for Monorail rehabilitation; accepting local matching funds from Seattle Monorail Services; and making a contingent reimbursable appropriation from the Cumulative Reserve Subfund therefor, all by a three-fourths vote of the City Council.

ORDINANCE NO. 120700

AN ORDINANCE relating to the Seattle Center; authorizing execution of an amendment to the lease and concession agreement between the City and Fun Forest Amusements, Inc.

ORDINANCE NO. 120701

AN ORDINANCE accepting the deed to certain property in Block 2 of Walter's Sound View Addition, Division 2 for general municipal purposes, to be used initially for the expanded Broadview Branch Library.

ORDINANCE NO. 120702

AN ORDINANCE accepting the deed to certain property in Block 62 of T for Hanford's Addition to South Seattle for general municipal purposes, to be used initially for the new Beacon Hill Branch Library.

ORDINANCE NO. 120703

AN ORDINANCE relating to the Department of Parks and Recreation; establishing the Seacrest Dock project in the Capital Improvement Program; authorizing the Superintendent of Parks and Recreation to proceed with replacement work at Seacrest Park; making a contingent reimbursable appropriation to pay for the project; and contingently increasing the expenditure authority of the Department of Parks and Recreation in the 2001 Adopted Budget, all by a three-fourths vote of the City Council.

ORDINANCE NO. 120704

AN ORDINANCE related to parking

management agreements between the City of Seattle and the Pike Place Market Preservation and Development Authority; authorizing the execution of said agreements; directing the deposit of revenues into the Cumulative Reserve Subfund, Unrestricted Subaccount; and making a contingent appropriation for projects in the Pike Place Market Historic District, all by a three-fourths vote of the City Council.

ORDINANCE NO. 120707

AN ORDINANCE relating to the Department of Neighborhoods; authorizing implementation of certain Neighborhood Matching Subfund projects in 2002 and making allocations within the Neighborhood Matching Subfund.

ORDINANCE NO. 120708

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 10, 2002. 1/9/140068CH

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