

Ordinance No. 122772

Council Bill No. 116286

AN ORDINANCE relating to the Rainier Vista Boys and Girls Club; authorizing an agreement with the Boys and Girls Clubs of King County and the Rainier Valley Boys and Girls Club for the purchase of a Restrictive Covenant and Easement in Gross guaranteeing the availability of space for teen recreational activities and public programming.

CF No. _____

Date Introduced:	<u>7-28-08</u>	
Date 1st Referred:	To: Parks & Seattle Center (PSC)	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote:	
<u>8-18-08</u>	<u>7-6</u>	
Date Presented to Mayor:	Date Approved:	
<u>8-19-08</u>	<u>8-21-08</u>	
Date Returned to City Clerk:	Date Published:	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
<u>8-21-08</u>	<u>3</u>	
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____

Tom Rosman

Councilmember

Committee Action:

8-12-08 Pass 10 TR

8-18-08 Passed 70 (Excused: Harrell, McIver)

This file is complete and ready for presentation to Full Council. Committee: _____
(Initial/Date)

Law Department

Law Dept. Review OMP Review City Clerk Review Electronic Copy Loaded Indexed



City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

July 15, 2008

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

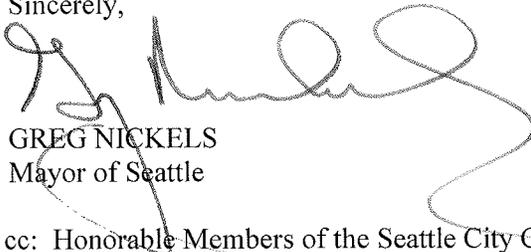
Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill that authorizes the Superintendent of the Seattle Department of Parks and Recreation to enter into an agreement with the Boys and Girls Clubs of King County (BGC) and the Rainier Valley Boys and Girls Club (RVBGC) for the purchase of a Restrictive Covenant and Easement in Gross at the future Rainier Vista Boys and Girls Club facility. The proposed Council Bill also authorizes an expenditure of \$1,000,000 in City funds for this purpose. The agreement guarantees the availability of facilities for after school programming and community activities, with an emphasis on teens, at the new club facility. The agreement provides that the facility, when not being used for teen activities, such as during hours when schools are open, would be available to the public for recreational and community programs and activities.

The former Rainier Vista Boys and Girls Club facility was demolished last summer as part of the Seattle Housing Authority's major Title VI redevelopment project. In partnership with the Housing Authority, BGC and RVBGC are constructing a new 40,000 square foot facility in the Rainier Valley area on Martin Luther King, Jr. Way and South Oregon Street. The City's 2007 and 2008 Adopted Budgets include a total of \$1,000,000 for the purpose of executing an agreement with BGC and RVBGC to provide access and programming for teens, as well as providing space for public assembly and programming at the new facility. The purchase price will be paid in two installments: the first installment of \$500,000 will be paid on closing, and the balance of \$500,000 will be paid once BGC and RVBGC provide the Superintendent with evidence demonstrating they have completed at least \$1,000,000 worth of construction, and have the necessary funding to complete the project.

Approval of the proposed agreement will ensure that youth and teens will have a place to gather, recreate, and build community in the new Rainier Vista Boys and Girls Club facility. Thank you for your consideration of this legislation. Should you have questions, please contact Eric Friedli at 684-8369.

Sincerely,



GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, Email: mayors.office@seattle.gov

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ORDINANCE 122772

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4 with the Boys and Girls Clubs of King County and the Rainier Valley Boys and Girls
5 Club for the purchase of a Restrictive Covenant and Easement in Gross guaranteeing the
6 availability of space for teen recreational activities and public programming.

7 WHEREAS, for over twenty years the Boys and Girls Clubs of King County (“BGC”), a
8 Washington non-profit organization, successfully operated the Rainier Vista Boys and
9 Girls Club in the Rainier Valley neighborhood, providing youth with critical access to
10 low-cost positive activities during after school hours; and

11 WHEREAS, the BGC’s original facility was demolished in 2007 as part of the Seattle Housing
12 Authority’s (“SHA”) Title VI redevelopment project; and

13 WHEREAS, the BGC and its subsidiary, the Rainier Valley Boys and Girls Club with the help of
14 the SHA, are in the process of building a new Rainier Vista Boys and Girls Club facility
15 to provide programs, services, and recreational activities focused on nurturing youth
16 through sports, education and recreation; and

17 WHEREAS, the new facility is expected to serve some of Seattle’s most at risk youth, including
18 a high percentage of youth from low-income families; and

19 WHEREAS, the Seattle Department of Parks and Recreation (“DPR”) through its programs and
20 facilities provides services and activities focused on nurturing youth through sports,
21 education and recreation; and

22 WHEREAS, the DPR recognizes the importance of providing meaningful programs that will
23 attract teens; and

24 WHEREAS, the new Rainier Vista Boys and Girls Club facility will provide scheduled time and
25 space specifically dedicated to teen programs, interests and activities; and

26 WHEREAS, the new facility will also have space that is suitable for community use during hours
27 when teens and youth are typically in school; and

28 WHEREAS, the DPR desires to secure the use of a significant portion of the new facility as a
teen recreational center, and further desires to secure public access to the facility; and

WHEREAS, the City's 2007 and 2008 Adopted Budgets each contain an appropriation of Five
Hundred Thousand Dollars (\$500,000) each year for the Rainier Vista Boys and Girls
Club facility; NOW, THEREFORE,



BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

1
2 Section 1. The Director of the Department of Finance is authorized to spend the
3 \$1,000,000 budgeted in the Finance General Support to Community Development Budget
4 Control Level for the purpose of purchasing a Restrictive Covenant and Easement in Gross at the
5 Rainier Vista Boys and Girls Club. The Director shall spend the money in accordance with the
6 conditions in the Agreement Regarding the Purchase of a Restrictive Covenant and Easement in
7 Gross at the Rainier Vista Boys and Girls Club, which is attached hereto as Attachment 1 (the
8 “Agreement”).
9

10 Section 2. The Superintendent of the Department of Parks and Recreation
11 (“Superintendent”) is authorized to execute the Agreement on behalf of the City of Seattle
12 (“City”), and is further authorized to accept a Restrictive Covenant and Easement in Gross (the
13 “Easement”) substantially in the form of Exhibit A to the Agreement. The Superintendent is
14 authorized to record the Easement with the King County Recorder's Office.
15

16 Section 3. The Superintendent is further authorized to administer and manage the
17 Easement and Agreement, and the City's rights thereunder, and to enter into such agreements and
18 execute such documents (including without limitation an escrow agreement), as the
19 Superintendent deems necessary to effectuate the transaction contemplated by this ordinance.
20 The Superintendent is authorized to make such minor additions, modifications or deletions to the
21 Easement or Agreement as the Superintendent deems to be in the best interest of the City.
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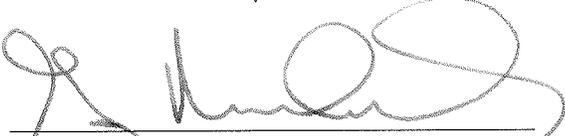


1 Section 4. This ordinance shall take effect and be in force thirty (30) days from and after
2 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days
3 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

4 Passed by the City Council the 18th day of August, 2008, and
5 signed by me in open session in authentication of its passage this
6 18th day of August, 2008.

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10 
President _____ of the City Council

11 Approved by me this 21st day of August, 2008.

12
13 
14 _____
15 Gregory J. Nickels, Mayor

16 Filed by me this 21 day of August, 2008.

17
18 
19 _____
20 City Clerk

21 (Seal)

22 Attachment 1 – Agreement regarding Purchase of a Restrictive Covenant and Easement in Gross
at the Rainier Vista Boys and Girls Club

23 Exhibit A to Attachment 1 – Purchase Agreement – Restrictive Covenant and Easement

24 Exhibit B to Attachment 1 – Floor Plan

25 Exhibit C to Attachment 1 – Permitted Exceptions



AGREEMENT
regarding
PURCHASE OF A RESTRICTIVE COVENANT AND EASEMENT IN GROSS
AT THE RAINIER VISTA BOYS AND GIRLS CLUB

THIS Agreement regarding Purchase of a Restrictive Covenant and Easement in Gross at the Rainier Vista Boys and Girls Club ("Agreement") is made and entered into by and between **THE CITY OF SEATTLE** ("the City"), a first class city of the State of Washington, acting by and through its Superintendent of the Department of Parks and Recreation ("Superintendent"), and the **BOYS AND GIRLS CLUBS OF KING COUNTY**, a Washington nonprofit corporation (the "Boys and Girls Clubs") and **RAINIER VALLEY BOYS AND GIRLS CLUB**, a Washington nonprofit corporation ("RVBGC").

I. PURPOSE OF AGREEMENT

WHEREAS, the Boys and Girls Clubs is a nonprofit organization founded in 1943 with a core mission of inspiring and enabling all young people to realize their full potential as productive, responsible and caring citizens; and

WHEREAS, the Boys and Girls Clubs operates fourteen clubs in King County, including five in Seattle, and through the clubs offers programs for youth ages six through eighteen in five core areas: character and leadership development, education and career development, health and life skills, the arts, and sports/fitness/recreation; and

WHEREAS, in 1976, at the request of the City of Seattle, the Seattle City Police, and the Seattle Housing Authority, the Boys and Girls Clubs established a Boys and Girls club at Rainier Vista in order to stem rising crime in the community by offering positive recreational and educational opportunities for youth; and

WHEREAS, the Boys and Girls Clubs operated the club at Rainier Vista until 2007, when the Seattle Housing Authority demolished the building as part of the Hope VI redevelopment of Rainier Vista; and

WHEREAS, while it was in operation, the club at Rainier Vista served some of the City of Seattle's most at-risk youth: ninety percent of the youth participants came from low-income families, thirty percent were in foster care, seventy-five percent came from single parent households, sixty-four percent of the youth in the area's schools qualified for the free/reduced lunch program, and twenty-two percent of the youth came from homes where English was not the first language; and

WHEREAS, the need for recreational programs for children and youth in the Rainier Valley is expanding, and the Rainier Community Center is at capacity in its ability to serve recreational needs of local youth and children; and



Attachment 1

WHEREAS, the Boys and Girls Clubs formed the RVBGC as a subsidiary to own and operate a new facility that would serve as the new club for the neighborhood; and

WHEREAS, the Seattle Housing Authority deeded to RVBGC more than two and a half acres of land in the Rainier Vista redevelopment area, and Boys and Girls Clubs has raised sufficient funds and has begun construction of the new Rainier Vista Boys and Girls Club (the "Rainier Vista Club") on the property; and

WHEREAS, the Rainier Vista Club will be a 40,000 square foot facility that will include a special teen center comprising approximately 20,000 square feet of space for social services, outdoor playfield space, a computer lab, music room, after school programs, and other recreational opportunities for teens; and

WHEREAS, that portion of the Rainier Vista Club that will house the teen center will also provide space that is suitable for community and recreational uses during school hours when the teenage youth programs are not in operation; and

WHEREAS, the Department of Parks and Recreation's mission is "to provide safe and welcoming opportunities to play, learn, contemplate and build community"; and

WHEREAS, the Superintendent has determined that the general public will benefit from programs that engage teenage youth in positive recreational, social, and educational activities, and that Parks can further its mission in the Rainier Valley Neighborhood by ensuring that the Rainier Vista Club will continue to operate as a recreational center for youth and teens for a guaranteed number of hours and years; and

WHEREAS, in consideration of the foregoing, the City would like to purchase, and RVBGC would like to sell, a restrictive covenant and easement in gross that will ensure that the Rainier Vista Club includes a teen center that is operated for a significant period of time and will provide space for recreational activities, classes and community gatherings for both youth and the general public;

Now therefore, in consideration of the foregoing, and the mutual benefits and covenants herein, the City and RVBGC and Boys and Girls Clubs agree as follows:

1. DEFINITIONS

The following underlined terms have the following meanings when used in this Agreement, unless the context clearly otherwise requires:

Agreement: This Agreement regarding Purchase of a Restrictive Covenant and Easement in Gross at the Rainier Vista Boys and Girls Club, including all exhibits.

Department: The Seattle City Department of Parks and Recreation.



Attachment 1

Easement: The Restrictive Covenant and Easement in Gross at the Rainier Vista Boys and Girls Club, substantially in the form attached to this Agreement as Exhibit A.

Easement Term: The period that begins on the date of closing when the Easement is granted and ends when the Use Period ends or on any earlier date when the Easement is terminated under the terms and conditions of this Agreement.

Grantee: The City of Seattle.

Grantors: Boys and Girls Clubs of King County and Rainier Valley Boys and Girls Club.

Property: The land generally located at 4520 Martin Luther King Way S, Seattle, WA and legally described in Exhibit A to this Agreement, and all improvements and fixtures now or hereafter thereon, including without limitation the entire building to be known as the Rainier Vista Boys and Girls Club, defined elsewhere herein as the Rainier Vista Club.

Teen Center: A portion of the Rainier Vista Club comprising approximately 20,000 square feet suitable for use by teens and the general public for recreational and educational activities, as shown on Exhibit B to this Agreement.

Use Period: The period of time beginning on the date when the construction of the Rainier Vista Boys and Girls Club is completed and the Teen Center is open and available for public use, and ending 15 years later, except as it may be extended pursuant to Section 9 hereof.

Use Rights: The rights granted to the City and the public to access and use the Teen Center, as described and subject to the conditions set forth in this Agreement and Exhibit A.

2. TERM OF AGREEMENT

This Agreement shall be effective when fully executed and delivered by both parties, which may be in separate counterparts, and shall continue in full force and effect until the Public Use Rights established in the Easement have expired or until otherwise terminated as permitted herein.

3. PURCHASE AND GRANT OF EASEMENT IN GROSS FOR CITY AND PUBLIC USE OF RAINIER VISTA BOYS AND GIRLS CLUB

The Boys and Girls Clubs and RVBGC (also referred to as "Grantors") agree to sell and convey to the City, and the City agrees to buy from Grantors, subject to the conditions herein, for the sum of ONE MILLION AND NO/100 DOLLARS (\$1,000,000), a Restrictive Covenant and Easement in Gross (the "Easement") for a Use Period of 15

years, in substantially the form attached hereto as Exhibit A for use of and access to the Rainier Vista Club. The purchase price will be payable in two installments of five hundred thousand (\$500,000) each, the first to be released to Grantors upon closing and the second to be released to Grantors after Grantors provide the Superintendent with invoices and other documents demonstrating to the Superintendent's reasonable satisfaction that Grantors have completed at least one million dollars (\$1,000,000) of construction on the Property and that Grantors have the funding to complete construction of the Rainier Vista Club.

4. CLOSING AND CONDITIONS

4.1 After the conditions set forth below have been satisfied, then upon delivery to the City of fully executed copies of this Agreement and of the Easement, the City will fully execute both documents, will record the Easement within three (3) working days in the real property records of King County, and will release the first installment of purchase funds minus any closing costs (other than recording fees) that may be due. The City shall pay recording fees incurred in connection with this transaction.

4.2 The following are conditions precedent to the City's obligation to complete the purchase of the Easement:

4.2.1 The Grantors shall execute and deliver to the City an original of the Easement, fully executed and acknowledged by the Grantors and any other person or entity with an interest in the Property. The Grantors shall execute and deliver promptly upon demand any other documents, signed by all necessary persons, as may be required for this Easement and for its recording with the King County recorder.

4.2.2 The Grantors shall have provided evidence satisfactory to the City that the Grantors will be able to complete construction of the Rainier Vista Club on the Property, including the Teen Center, and pay all costs thereof. The Grantors will provide to the City an up-to-date title report that itemizes any property liens and encumbrances, showing the condition of title to be consistent with Section 12 below, except for any liens that are subordinated to the Easement on terms satisfactory to the City by duly executed agreements delivered with the Easement.

4.2.3 An ordinance of the City authorizing the purchase of the Easement consistent with the terms hereof shall have become effective.

4.3 Unless all conditions are satisfied, modified by written agreement of the parties and satisfied as so modified, or waived in writing by the City, no later than 60 days after the condition on 4.2.3 is satisfied, the City shall have the right, by written notice to Grantors, to cancel this Agreement, in which case neither party shall have any obligation to the other hereunder. Conditions 4.2.1 and 4.2.2 above are solely for the



benefit of the City and may be waived by the Superintendent, in his sole discretion. Condition 4.2.3 above shall not be waived.

5. COMMENCEMENT OF THE USE PERIOD

Grantors are expected to complete the construction on the Property and open the Rainier Vista Club and Teen Center for use no later than January 31, 2009. Grantors shall cause the Use Period to commence no later than March 1, 2009. The failure to meet this deadline will be a Default by Grantors, unless the City, in its discretion, agrees in writing to delay the commencement of the Use Period.

6. CONSTRUCTION, TAXES, MAINTENANCE, AND OPERATION RESPONSIBILITIES AND COST

The Grantors shall have sole responsibility for construction, maintenance, and operation of the Property and the Rainier Vista Club, including the Teen Center. This responsibility includes, but is not limited to, the payment of any and all taxes and construction costs and any costs associated with the acquisition, construction, maintenance, and operation of the Property, the Rainier Vista Club, the Teen Center and the Easement. The City will not be responsible for construction, maintenance, or operation of the Property in general, nor will the City be responsible for any costs associated with or arising from the Use Rights other than any fees that may be owed by the City as agreed to herein.

7. DEPARTMENT OVERSIGHT/AUDIT

The Department shall have the right to monitor and oversee the Grantors' compliance with the requirements and conditions of this Agreement. Grantors shall submit to the Department an annual report using a form developed and agreed upon jointly by the Department and Boys and Girls Clubs and reporting on use of the Rainier Vista Club pursuant to the Easement. Such report may include, but not be limited to, information regarding the number of youth who access the Teen Center, any fees charged (including demonstration of compliance with the Easement requirements for fees), and the number of free or subsidized club memberships provided to youth wishing to participate in Teen Center programs. In addition, upon proper notice by the City, Grantors shall provide the Department with reasonable access to any additional information, records, and facilities that would assist the Department in monitoring Grantors' compliance with this Agreement and the Easement.

Grantors shall maintain books, records, documents, and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in connection with the operation and management of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the Department, the City, the Office of the State Auditor, and other officials so authorized by law, rule, regulation, or contract.



8. INSURANCE

Grantors shall maintain at all times during the life of this Agreement the insurance required pursuant to the Easement.

9. DAMAGE OR DESTRUCTION

If the Property and/or the Rainier Vista Club shall be destroyed or damaged by fire or other casualty during the Term of this Agreement and when the Use Period has not yet commenced or has time remaining under the Easement granted herein, then Grantors shall restore or rebuild the Rainier Vista Club, including the Teen Center, if sufficient insurance proceeds are available, and the Use Rights granted pursuant to the Easement shall apply to the rebuilt or restored Property and/or Rainier Vista Club, and the Easement Term and Duration shall be extended by a period equal to the time that Use Rights under this Easement were not available. In the alternative, if the Rainier Vista Club and/or the Teen Center are not rebuilt or restored, or if such building or restoration does not commence within 24 months of the damage or destruction, then Grantors shall pay the City liquidated damages as described in Section 18.

10. REPRESENTATIONS AND WARRANTIES

Grantors represent and warrant as follows:

10.1 Boys and Girls Clubs of King County is a Washington nonprofit corporation duly organized and in good standing in accordance with the laws of the State of Washington; and

10.2 Rainier Valley Boys and Girls Club is a Washington nonprofit corporation duly organized and in good standing in accordance with the laws of the State of Washington.

10.3 Grantors have the right, power and authority to grant the Easement and to execute, deliver and perform this Agreement; and that all requisite actions of Grantors to enter, deliver and perform this Agreement and to authorize the execution by the person signing on behalf of Grantors (including the consent of third parties if applicable) have been taken.

10.4 Neither the grant of Easement, nor any provision of this Agreement is in conflict with any provision of any other agreement or instrument by which Grantors are bound or to which the Property is subject (including but not limited to any debts that are secured by the Property), nor shall the execution, delivery or performance of this Agreement and the Easement constitute an event of default under any such agreement or instrument.



11. TRANSFER, LEASE, RENTAL, OR PERMISSION FOR USE OF FACILITY

If the Grantors transfer the Property, or lease, rent, or otherwise permit any person to use the Rainier Vista Club in any manner whatsoever, Grantors shall remain bound by this Agreement and the Easement and shall not be released from any of Grantors' obligations hereunder without the express prior written consent of the City to release Grantor, which the City may withhold or grant in its sole discretion.

12. RECORDING AND PRIORITY

The Easement shall be duly recorded with King County. Grantors warrant and covenant that they shall not record or grant any lien rights or encumbrances after the date of this Agreement that are or claim to be superior in right to the Easement. The City accepts monetary liens and use restrictions encumbering the Property that will not be subordinate to the Easement as reported on Exhibit C; provided however, that prior to Closing, Grantors shall provide the City with a signed agreement from Community Development Funding VIII, LLC subordinating its interests in the Property to the extent necessary to ensure that the City's restrictive covenant and use rights will not be extinguished in the event of foreclosure.

13. NONDISCRIMINATION

Grantors shall comply, and cause all contractors and subcontractors working on the Property to comply, with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code (SMC), to the extent applicable, and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

14. JOINT AND SEVERAL OBLIGATIONS

The obligations of Grantors hereunder shall be the joint and several obligations of Boys and Girls Clubs and RVBGC.

15. DEFAULT BY GRANTORS

15.1 If Grantors fail to perform when required any obligation or breach any term of this Agreement or the Easement, the City may provide written notice to Grantors, specifying the nature of the breach and the reasonable number of days (but in any event the City shall not be required to allow more than ninety (90) days) after the date of the notice within which such breach must be cured. If the breach is not susceptible of a cure within the time period specified by the City, Grantors will not be in breach so long as they commence a cure within the time allowed for cure and diligently pursue the cure to completion. Unless Grantors



shall fully cure, or demonstrate that they are making a good-faith effort to cure, all breaches specified in such notice within the time allowed Grantors shall be in Default.

15.2 In case of Default by Grantors, the City may exercise remedies as specified in Section 18, or specified under any applicable provision of the Easement. In addition to or in lieu of the foregoing, the City shall be entitled to all remedies permitted from time to time by the laws of the State of Washington. The City's rights and remedies hereunder are not exclusive, but cumulative, and the City's exercise of any right or remedy due to Grantor's failure to perform any covenant or condition of this Agreement shall not be deemed a waiver of, or alter, affect, or prejudice any other right or remedy that the City may have under this Agreement or by law or in equity.

16. DEFAULT BY CITY AND REMEDIES

If, within 30 days after Grantor shall have timely satisfied all conditions to the City's obligation for payment hereunder, the City shall not have tendered to Grantor full payment hereunder, then Grantor may either (1) terminate this Agreement by written notice to the City within 30 days, in which case neither party shall have any liability or obligation hereunder; or (2) pursue any remedy available at law or in equity for enforcement of this Agreement, provided that the City shall not be liable for damages or any other monetary remedy in excess of the total price stated hereunder, plus interest as may be allowed by law.

17. TERMINATION

17.1 This Agreement shall survive the execution and delivery of the Easement and shall continue in effect until the earliest to occur of:

- (i) termination by Grantors pursuant to paragraph 16 above;
- (ii) the expiration of the Easement Term or earlier termination thereof pursuant to the terms of the Easement; or
- (ii) if the Grantee elects to claim liquidated damages after Default in accordance with Section 18 hereof, the date on which Grantee receives full payment of all liquidated damages.

17.2 The City may terminate this Agreement in the event that, prior to payment by the City hereunder, Grantor is in Default, or the City, in its reasonable discretion, determines that Grantor will be unable to timely complete the construction of the Rainier Vista Club.



18. LIQUIDATED DAMAGES

- 18.1 The parties understand and agree that the City's ability to obtain value from the Easement granted is conditioned upon the development and construction of the Property and the completion, opening, and availability for use and occupancy of the Rainier Vista Club and the Teen Center. From the nature of this Agreement, it would be impracticable and extremely difficult to fix the actual damages sustained as a result of the failure of the Grantor to complete or make available the portions of the Property subject to the Easement, or sustained as a result of Grantors' use of the Property for purposes contrary to the terms of the Easement. As a result, the parties agree that in the circumstances expressly set forth in this section and other applicable sections of this Agreement, the City shall have the right to recover, at its option, liquidated damages in the amounts set forth herein, which amounts the parties agree are a reasonable estimate of the damage to the City, and are intended to fairly measure the loss to the City and not to be punitive in nature.
- 18.2 In the event of Default prior to the completion of the Rainier Vista Club, or in the event that the Use Period does not commence, Grantor agrees to pay the City on demand liquidated damages in the amount equal to the total purchase money City has paid to Grantor, plus interest. Interest shall accrue from the date City pays Grantor until the date of full repayment at the rate applied during the same period of time to the participating funds of the Consolidated Cash Portfolio of the City of Seattle.
- 18.3 In the event of Default after the beginning of the Use Period and prior to the expiration of the Use Period, Grantor agrees to pay the City on demand liquidated damages in the amount of FIVE THOUSAND, FIVE HUNDRED FIFTY SIX AND NO/100 DOLLARS (\$5,556) for each month of the remaining Use Period, plus interest calculated as described in 18.2 above.
- 18.4 Consistent with Section 14, Grantors shall be jointly and severally liable for any liquidated damages that the City may be entitled to under the terms of this Agreement. Any future sale or transfer of the Property shall not extinguish Boys and Girls Clubs' obligations hereunder, nor shall it impair the City's ability to pursue liquidated damages from either Boys and Girls Clubs or RVBGC.
- 18.5 After receipt of liquidated damages in cleared funds, the City shall, within a reasonable time, record an instrument terminating the Easement, and this Agreement shall be terminated.

18.6 The City may, at its option, set off any liquidated damages under this Section against any amount otherwise payable or distributable by the City to Grantors, whether or not in relation to this Agreement or the Property.

19. COMPLIANCE WITH LAW; INDEMNITY

19.1 Grantors shall comply at their sole expense with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof (all of the foregoing are referred to as "applicable laws"). Grantors shall require all contractors and subcontractors working on the Property to comply with all applicable laws.

19.2 Grantors represent and warrant that any activities in connection with the development of the Property prior to this Agreement have been in compliance with all applicable laws.

19.3 Grantors shall defend and indemnify the City and its officers and employees from and against any claim, demand, liability, or loss resulting from the failure of Grantors or of any contractor or subcontractor to comply with applicable laws.

19.4 This Section 19 shall survive termination of this Agreement.

20. APPLICABLE LAW; VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.

21. HEADINGS

The headings used in this Agreement are for convenience only and do not define or limit the contents.

22. NOTICES AND REPORTS

Any notices or reports required or permitted hereunder shall be effective when hand-delivered during normal business hours or two (2) business days after mailed, postage prepaid, to a party at the addresses set forth below, or to such other address as a party shall designate in writing in accordance with this Section. Any notice to Boys and Girls Clubs shall constitute notice to all Grantors.

If mailed or delivered to the City of Seattle:
City of Seattle – Department of Parks and Recreation
Magnuson Park and Business Resources



c/o Manager
6310 NE 74th St Suite 109E
Seattle, WA 98115

If mailed or delivered to Grantor(s):

Boys and Girls Clubs of King County
603 Stewart St., Suite 300
Seattle, WA 98101
Attn: Executive Director

23. EXHIBITS

The following exhibits are incorporated by reference and are made a part of this Agreement:

Exhibit A: Restrictive Covenant and Easement in Gross at the Rainier Vista Boys and Girls Club, including Legal Description of the Property

Exhibit B: Floor plan including Teen Center

Exhibit C: Permitted Exceptions

24. ASSIGNMENT; NO THIRD PARTY RIGHTS

This Agreement is personal to each of the parties hereto and neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the consent of the other party. Nothing herein shall confer any rights or remedies on any person or entity other than the parties hereto.

25. ENTIRE AGREEMENT

This Agreement and the exhibits attached hereto and forming a part hereof, are all of the covenants, promises, agreements, and conditions between the parties with respect to the subject matter hereof. No verbal agreements or conversations between any officer, agent, associate, or employee of the City and any officer, agency, employee, or associate of the Grantor shall affect or modify any of the terms or obligations contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2008, by having their representatives affix their signatures below.

CITY OF SEATTLE:



Attachment 1

By: _____

Timothy Gallagher,
Superintendent, Department of Parks and Recreation

GRANTOR 1:

By: _____

Daniel Johnson, President/CEO
Boys and Girls Clubs of King County

GRANTOR 2:

By: _____

Daniel Johnson, President/CEO
Rainier Valley Boys and Girls Club



AFTER RECORDING, MAIL TO:

City of Seattle Department of Parks and Recreation
Magnuson Park and Business Resources
c/o Manager
6310 NE 74th ST Suite 109E
Seattle, WA 98115

**RESTRICTIVE COVENANT AND EASEMENT IN GROSS AT THE RAINIER VISTA
BOYS AND GIRLS CLUB**

GRANTORS: Rainier Valley Boys and Girls Club, a Washington non-profit corporation (as owner and operator of the Property)

Boys and Girls Clubs of King County, a Washington non-profit corporation (as owner's parent corporation)

GRANTEE: The City of Seattle, a Washington municipal corporation

Legal Description:

Summary: All of Blocks 29-31, NEW RAINIER VISTA

Additional legal description on p. 2

THIS RESTRICTIVE COVENANT AND EASEMENT IN GROSS is executed this _____ day of _____, 2008 by the Boys and Girls Clubs of King County, a Washington non-profit corporation ("Boys and Girls Clubs") and Rainier Valley Boys and Girls Club, a Washington non-profit corporation ("RVBGC"). Boys and Girls Clubs and RVBGC are referred to collectively as ("Grantor"), in favor of The City of Seattle ("Grantee" or "City").

For and in consideration of TEN DOLLARS in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and warrants to Grantee, The City of Seattle, a municipal corporation, a negative easement, restrictive use covenant and non-exclusive easement in gross (the "Easement"), on the terms set forth below, in and over the real property located at 4520 Martin Luther King, Jr. Way S, Seattle, in King County, Washington, and legally described as follows (together with the improvements now or hereafter thereon, the "Property"):

15
CLERK

Exhibit A

Unit Lots A through G, inclusive, Lot 1, Block 31; Lots 2 and 3, Block 31; and Unit Lots A through E, inclusive, Lot 1, Block 30; Unit Lots A through C, inclusive, Lot 1, Block 32; Unit Lots A through C, inclusive, Lot 1, Block 33; All in, New Rainier Vista, according to the plat thereof recorded in Volume 217 of Plats, pages 52 through 99, inclusive, in King County, Washington;

Together with streets and alleys to be vacated pursuant to City of Seattle Clerk File Number 307939 dated July 30, 2007 that will attach by operation of law;

Situate in the City of Seattle, County of King, State of Washington.

The easements and covenants herein are intended to run with the land and burden the Property described subject to the terms and conditions and for the use and benefit of the Grantee, as follows:

1. Purchase Agreement

The easements and covenants granted herein are made pursuant to that certain AGREEMENT Between the City and Grantor regarding the City's PURCHASE OF A RESTRICTIVE COVENANT AND EASEMENT IN GROSS AT THE RAINIER VISTA BOYS AND GIRLS CLUB dated as of _____, 2008 (the "Purchase Agreement") which is filed with the Seattle City Clerk and is incorporated herein by this reference.

2. Definitions

The following underlined terms have the following meanings when used with initial capital letters in this Easement, unless the context clearly otherwise requires:

Community User: Any non-City government agency, non-profit corporation, community group or neighborhood association, or other member of the general public.

Department: The Seattle City Department of Parks and Recreation.

Easement: This Restrictive Covenant and Easement in Gross.

Easement Term: The period that begins on the date of closing when the Easement is granted and ends when the Use Period ends or on any earlier date when the Easement is terminated under the terms and conditions of this Agreement.

Grantee: The City of Seattle.

Grantor: Together, the Rainier Valley Boys and Girls Club, owner and operator of the Property, and Boys and Girls Clubs of King County, by which RVBGC is wholly controlled.



Exhibit A

Property: The land generally located at 4520 Martin Luther King Way S, Seattle, and legally described above, and all improvements and fixtures now or hereafter thereon, including without limitation the entire building to be known as the Rainier Vista Boys and Girls Club (also referred to as the "Club" herein).

Purchase Agreement: The Agreement between the City of Seattle and Grantor regarding Purchase of a Restrictive Covenant and Easement in Gross at the Rainier Vista Boys and Girls Club, including all exhibits.

Teen Center: A portion of the Rainier Vista Boys and Girls Club comprising approximately 20,000 square feet suitable for use by teens and the general public for recreational and educational activities, as shown on Attachment B to the Purchase Agreement.

Use Period: The period of time beginning on the date when the construction of the Rainier Vista Boys and Girls Club is completed and the Teen Center is open and available for public use, and ending 15 years later, except as it may be extended pursuant to Section 9 hereof.

Use Rights: The rights granted to the City and the public to access and use the Teen Center, as described and subject to the conditions set forth in this Easement.

3. Restrictive Use Covenant

3.1 Grantor covenants and agrees that from the date hereof throughout the end of the Use Period, Grantor will use the portion of the Property comprising approximately 20,000 square feet as shown on Attachment B to the Purchase Agreement for the purpose of constructing and operating a Teen Center. Grantor further covenants that the Teen Center will be operating and open to teens and providing safe, age appropriate recreational, learning, and community service activities for an average of 1040 hours per year for the duration of the Use Period, and will use that area of the Property described on Attachment B for no other purpose whatsoever unless the Teen Center is relocated pursuant to 3.3 below.

3.2 Grantor covenants and agrees that throughout the full duration of the Use Period, Grantor shall make the Teen Center programs publicly accessible and available to all youth of appropriate age either free of charge or for a nominal membership fee comparable to the fees the Department charges for similar programs and facilities. Grantor further covenants and agrees that throughout the full duration of the Use Period, Grantor will not exclude any youth from membership and access to the facility due to inability to pay the membership fee.

3.3 Grantor covenants and agrees that in the event the Grantor wishes to relocate the Teen Center to another area of the Property during the term of this Easement, Grantor guarantees that the area will be equivalent to the area shown on Attachment B in both size and quality, and that the operation of the Teen Center shall remain substantially the same. Additionally, Grantor covenants that it will not make any use of any other area of the Property that will prevent or impair the operation of the Teen Center.



Exhibit A

3.4 Grantor may implement procedures and guidelines for use of the Teen Center, including codes of conduct, so long as the procedures and guidelines are for the purpose of ensuring equitable access to the Teen Center programs, safety of participants and the general public, protection of the Teen Center and other portions of the Property, and so long as such rules and guidelines are uniformly applied and do not result in unreasonable restrictions upon youth or public access to the Teen Center.

3.4 Grantor is solely responsible for maintaining, managing, and operating the Property and the Teen Center according to its own discretion, subject to the terms of this Easement. The Grantor shall maintain the Property and the Teen Center in good condition and repair, and in compliance with all applicable laws, codes, permits, and regulations.

4. Easement in Gross for Public Use

For the duration of the Use Period, the Grantor grants and warrants to the City that Community Users will have the right to use the Rainier Vista Boys and Girls Club as described in this Section. 4.1 Grantors shall make the computer lab, the gym, or other recreational space on the Property available to Community Users for public recreational or educational use for no less than six (6) hours per week during reasonable hours and at such times when the Rainier Vista Boys and Girls Club is not providing recreational services to children and teens. Grantor reserves the right to determine which portions of the facility will be available for public use in fulfillment of this requirement.

4.2 For the public access secured by this Easement in Gross, Grantor may charge Community Users a use fee that is reasonably calculated to reimburse Grantor for its actual operating costs and building maintenance.

4.3 Grantor may establish procedures that guide use, including times of operation, the availability of the Rainier Vista Boys and Girls Club, codes of conduct, and other policies necessary to efficiently and fairly operate the Property. Grantor may require that Community Users enter a use agreement provided that the use agreement does not impair or unreasonably restrict the Use Rights granted herein, and such agreement is designed to ensure safe and equitable access to the Rainier Vista Boys and Girls Club, to limit damage to the Rainier Vista Boys and Girls Club, and to limit Grantor's risk in operating and managing the Property.

4.4 Grantor is solely responsible for maintaining, managing, and operating the Rainier Vista Boys and Girls Club according to its own discretion, subject to the terms of this Easement. The Grantor shall maintain the Club in good condition and repair, and in compliance with all applicable laws, codes, permits, and regulations.

5. Indemnity

Grantor shall have control over and responsibility for the development, operation, and maintenance of the Property, including the Teen Center, the Club, and the services and programs provided at the Property. As a result, Grantor agrees to defend, indemnify, and hold the City of

Exhibit A

Seattle, its elected officials, officers, employees, and agents harmless from any and all damages, claims, liabilities, losses, and/or costs of any kind, including attorney's fees, that arise in any way from the development, construction, financing, operation, maintenance, or use of the Property, including without limitation any use by the public or by Boys and Girls Clubs members under this Restrictive Covenant and Easement, including, but not limited to, use of the Teen Center, the Club and surrounding grounds and property. This clause applies to claims, liabilities, costs, losses, and/or damages of any kind notwithstanding any acts, omissions, or negligence of the City or its officers, officials, employees, contractors, or agents; provided, that nothing herein shall be construed as requiring Grantor to indemnify the City against liability for bodily injury or damage to property caused by or resulting from the sole negligence of the City or of any of its officers, elected officials, employees, or agents, and further provided, that if RCW 4.24.115 (or successor provision) shall apply to any claim for any such damage or injury, then to the extent required by such statute, (1) this indemnity shall not apply in case of any liability for damages arising out of bodily injury to persons or damage to property caused or resulting from the sole negligence of the City, its agents or employees, and (2) in case of liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Grantor or its agents or employees, this indemnity shall apply only to the extent of Grantor's negligence. The indemnification obligation set forth in this section shall survive the expiration or earlier termination of this Easement.

For purposes of this Section, Grantor waives, solely with respect to City, its immunity under RCW Title 51, Industrial Insurance. Grantor and City acknowledge that this waiver has been specifically negotiated and that City would not have entered into the Purchase Agreement absent this waiver.

THE PARTIES CERTIFY BY THEIR INITIALS BELOW THAT THIS INDEMNIFICATION PROVISION WAS INDIVIDUALLY NEGOTIATED.

Grantor: _____ City: _____

6. Insurance

6.1 Grantor shall maintain at all times during the Use Period the following insurance:

A. All risk property insurance, including earthquake, on the building in which the Teen Center is located. The amount of insurance shall be not less than the current replacement cost of the building as established upon each annual insurance policy renewal. The City of Seattle shall be an additional insured and loss payee as its interest may appear.

B. General (premises) liability insurance on the Easement with a minimum limit of liability of \$1,000,000 each occurrence bodily injury and property damage combined single limit. The City of Seattle shall be an additional insured for primary and non-contributory limits of liability.

6.2 The insurance described in paragraphs 6.1(A) and (B) above shall be placed with insurers having A.M. Best's ratings of not less than A- and VII and shall not be cancelled without thirty

NO
CITY
ORD

Exhibit A

(30) days prior written notice to the City, except ten (10) days as respects non-payment of premium.

6.3 A copy of all insurance required herein shall be provided to the Department no later than seven (7) days after completion of construction of the facility. Grantor shall also provide the City with documentation of the above insurance policies on an annual basis.

7. Priority

This Easement shall have priority over any and all liens, encumbrances, leases, subleases, or other interests in the burdened property, except as permitted by Section 12 of the Purchase Agreement and as may be expressly agreed in writing by the Grantee. The Grantor shall, at its sole cost and expense, obtain any and all consents and/or subordinations of other interests in the Property, including the subordination of the rights of any mortgagees, lessees, sublessees, successors, and assignees as may be necessary to assure the Grantee its rights under this Easement are and remain free and clear of all liens, exceptions, encumbrances, or other interests affecting the rights of the Grantee under this easement, except as expressly approved by Grantee in writing or otherwise permitted herein or in the Purchase Agreement.

8. Burden and Benefit

The negative easements, use easement, and restrictive covenants granted under this Easement run with the land and the rights, duties, covenants, restrictions, agreements, limitations, and obligations herein created shall constitute covenants running with the land and burden the Property, and all such easements, covenants, restrictions, agreements, limitations, and obligations contained herein shall be binding upon the successors in interest and assigns of the Grantor. The obligations of Grantor hereunder shall be the joint and several obligations of Boys and Girls Clubs and Rainier Valley Boys and Girls Club and their respective successors in interest and assigns. This Easement shall inure to the benefit of the City, and solely to the extent that the City shall have designated another entity to exercise use rights hereunder, shall inure to the benefit and be enforceable by such entity. Except as expressly stated in this Section, this Easement is not intended to create any legal rights or interests in parties other than the City.

9. Nondiscrimination

Grantor shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.06, and 14.10 of the Seattle Municipal Code (SMC), as they may be amended; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

Grantor further agrees that, with respect to the Teen Center, it shall not engage in, nor permit, any act or practice that would be prohibited by any such law, regulation, rule, or ordinance but for the existence of any present or future exemption therein, or other limit on the effect thereof, that is based on the type of organization, character, mission, or beliefs of Grantor or of any lessee or sublessee of the Teen Center.

10. Damage or Destruction

If the Property or Teen Center shall be damaged or destroyed by fire or other casualty when the City or its designee shall have Use Rights remaining, then Grantor shall restore or rebuild such Teen Center if sufficient insurance proceeds are available, and the Use Rights shall apply to such rebuilt or restored Teen Center, and the Use Period shall be extended by a period equal to the time that Use Rights under this Easement were not available. In the alternative, if the Teen Center is not rebuilt or restored, or if such building or restoration does not commence within twenty-four (24) months of the damage or destruction, Grantor shall pay the City an amount equal to the liquidated damages as determined under Section 18 of the Purchase Agreement, computed as if Default and demand for payment thereof had occurred on the date of damage or destruction, with interest from that date. After receipt of such payment in cleared funds, the City shall, within a reasonable time, record an instrument releasing this Easement.

11. Compliance with Law

Grantor shall comply at its sole expense with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof.

12. Applicable Law; Venue

This Easement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.

13. Duration; Termination

Except as otherwise expressly provided herein, the provisions hereof shall be in effect from the date hereof until the end of the Use Period, or until the City shall execute and record in the real property records of King County an instrument expressly terminating this Easement. If the Use Period shall not commence, all the terms hereof, except Section 3, shall be in effect in perpetuity, unless and until the City shall record such an instrument of termination.

14. Ownership and Operation of Property

The City acknowledges that the Property is owned and will be operated by RVBGC, a controlled subsidiary of Boys and Girls Clubs.

Exhibit A

STATE OF _____)

) ss. (Acknowledgement for Rainier Valley Boys and Girls Club)

COUNTY OF _____)

On this ____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, known to me to be the Executive Director of the _____, the not-for-profit corporation that executed the foregoing instrument as sole member of _____, a Washington limited liability company, and acknowledged said instrument to be the free and voluntary act and deed of said corporation on behalf of such company for the purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

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

[Signature] _____ [Printed Name]

NOTARY PUBLIC in and for the State of _____ residing at _____.
My commission expires _____.

STATE OF WASHINGTON)

) ss. (Acknowledgement for The City of Seattle)

COUNTY OF KING)

On this ____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, known to me to be the Superintendent of the Department of Parks and Recreation of **THE CITY OF SEATTLE**, the municipal corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

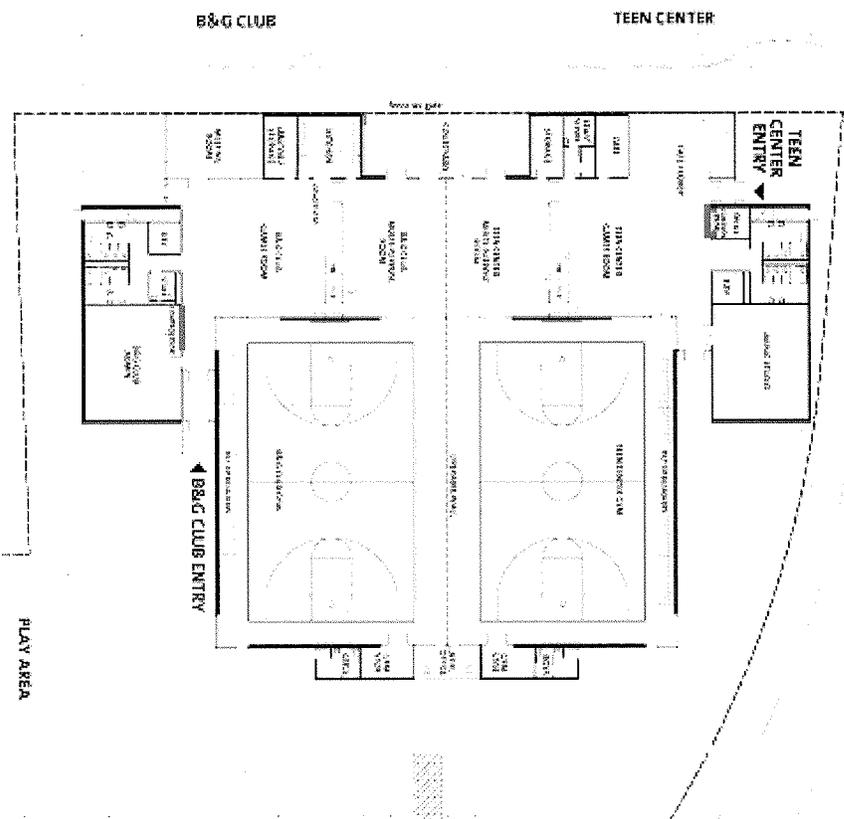
WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

[Signature] _____ [Printed Name]

NOTARY PUBLIC in and for the State of Washington residing at _____.
My commission expires _____.



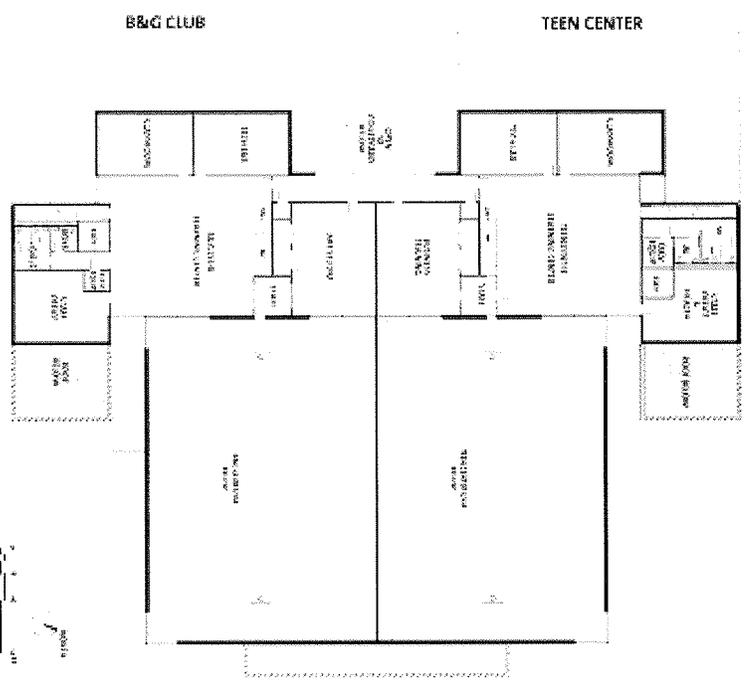
Rainier Vista Boys & Girls Club + Rainier Valley Teen Center



Main floor Plan - Conceptual Design

March 2006

Boys & Girls Club of King County
604 Stewart Street, Suite 430 Seattle, Washington 98101-1928 Phone: 206.461.4788



Upper floor Plan - Conceptual Design

March 2006



WEINSTEIN AU ARCHITECTS - URBAN DESIGNERS

Exhibit C
Permitted Exceptions

1. Easement provisions, covenants, conditions, restrictions, dedications, agreements, notes, and other matters, as contained in the plat of New Rainier Vista recorded in Volume 217 of Plats, pages 52 through 99, in King County, Washington.

2. EASEMENT AS DELINEATED AND/OR DEDICATED ON THE FACE OF THE PLAT:

PURPOSE: Cable TV

AREA AFFECTED: Easterly portion of Lot 1, Block 31

3. EASEMENT AS DELINEATED AND/OR DEDICATED ON THE FACE OF THE PLAT:

PURPOSE: Power and phone

AREA AFFECTED: Easterly portion of Lot 1, Block 31

4. EASEMENT AS DELINEATED AND/OR DEDICATED ON THE FACE OF THE PLAT:

PURPOSE: Power

AREA AFFECTED: Northerly portion of Unit Lot A, Lot 1; Block 30

5. EASEMENT AS DELINEATED AND/OR DEDICATED ON THE FACE OF THE PLAT:

PURPOSE: Phone and cable TV

AREA AFFECTED: Lots herein described

6. EASEMENT AND THE TERMS AND CONDITIONS REFERENCED THEREIN, INCLUDING,

BUT NOT LIMITED TO, THE FOLLOWING:

GRANTEE: City of Seattle, a municipal corporation

PURPOSE: Electric transmission and distribution line

(continued)

Policy No.: 1001024-0023076

SCHEDULE B

Page 2

AREA AFFECTED: Undetermined portion of said premises and other property

RECORDED: November 15, 1954

RECORDING NUMBER: 4507553

7. EASEMENT AND THE TERMS AND CONDITIONS REFERENCED THEREIN, INCLUDING,

BUT NOT LIMITED TO, THE FOLLOWING:

GRANTEE: City of Seattle, a municipal corporation

PURPOSE: Storm drain

AREA AFFECTED: Portion of Lot 1 and other property



RECORDED: March 11, 1971

RECORDING NUMBER: 7103110432

Said easement is also delineated on the face of the plat.

8. EASEMENT AND THE TERMS AND CONDITIONS REFERENCED THEREIN,
INCLUDING,

BUT NOT LIMITED TO, THE FOLLOWING:

GRANTEE: Pacific Northwest Bell Telephone
Company, a Washington corporation

PURPOSE: Underground communication lines

AREA AFFECTED: Portions within plat

RECORDED: April 24, 1975

RECORDING NUMBER: 7504240528

9. EASEMENT AND THE TERMS AND CONDITIONS REFERENCED THEREIN,
INCLUDING,

BUT NOT LIMITED TO, THE FOLLOWING:

GRANTEE: City of Seattle

PURPOSE: Combined sewer facility, with
necessary appurtenances

AREA AFFECTED: Portion of Lot 1, Block 30

RECORDED: May 22, 1996

RECORDING NUMBER: 9605220422

Said easement is also delineated on the face of the plat.

(continued)

Policy No.: 1001024-0023076

SCHEDULE B

Page 3

10. EASEMENT AND THE TERMS AND CONDITIONS REFERENCED THEREIN,
INCLUDING

BUT NOT LIMITED TO, THE FOLLOWING:

GRANTEE: Puget Sound Energy, Inc.

PURPOSE: Utility systems

AREA AFFECTED: As constructed

RECORDED: June 24, 2004

RECORDING NUMBER: 20040624000769

Said easement replaces and supersedes that easement dated
September 14, 1959, recorded under King County Recording Number
5106636.

11. EASEMENT AND THE TERMS AND CONDITIONS REFERENCED THEREIN,
INCLUDING,

BUT NOT LIMITED TO, THE FOLLOWING:

GRANTEE: Central Puget Sound Regional Transit
Authority

PURPOSE: Street and utilities

AREA AFFECTED: North 6 feet of the west 6 feet of
Lot 2, Block 31

RECORDED: April 23, 2007



RECORDING NUMBER: 20070423002171

Said instrument is a re-recording of instrument recorded under
Recording Number 20070226001224.

12. COVENANT GEOLOGIC HAZARD AREA AND THE TERMS AND
CONDITIONS THEREOF:

RECORDED: July 24, 2003

RECORDING NUMBER: 20030724003049

13. COVENANT GEOLOGIC HAZARD AREA AND THE TERMS AND
CONDITIONS THEREOF:

RECORDED: July 24, 2003

RECORDING NUMBER: 20030724003057

14. COVENANT GEOLOGIC HAZARD AREA AND THE TERMS AND
CONDITIONS THEREOF:

RECORDED: February 3, 2004, July 8, 2004 and

July 9, 2004 September 17, 2004

RECORDING NUMBERS:

20040203000246, 20040203000254, 20040203000255, 20040203000256,
20040203000257, 20040203000258, 20040203000259, 20040203000260,
20040708002559, 20040709000015, 20040917000145, 20040717000146,
20040717000148, 20040717000150, 20040717000151

(continued)

Policy No.: 1001024-0023076

SCHEDULE B

Page 4

15. ORDINANCE #120561 AND THE TERMS AND CONDITIONS THEREOF:

RECORDED: March 1, 2002

RECORDING NUMBER: 20020301000931

16. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BY: City of Seattle, Housing Authority

of the City of Seattle and Seattle

School District No. 1

RECORDED: August 22, 2003

RECORDING NUMBER: 20030822002109

REGARDING:

Replacement Property Use And Development Agreement

17. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON
PROPERTY

HEREIN DESCRIBED AS GRANTED IN ORDINANCE 121309:

RECORDED: January 25, 2005

RECORDING NUMBER: 20050125000794

IN FAVOR OF: City of Seattle

18. MEMORANDUM OF DRAINAGE CONTROL:

GRANTEE: CITY OF SEATTLE

RECORDED: November 6, 2007

RECORDING NUMBER: 20071106000454

19. RESTRICTIVE USE COVENANT:



BY AND BETWEEN: Boys and Girls Clubs of King County,
a Washington nonprofit corporation
and Housing Authority of the City of
Seattle, a Washington public body

RECORDED: December 3, 2007

RECORDING NUMBER: 20071203000643

20. The property herein described is carried on the tax rolls as exempt;
however, it will become taxable from the date of transfer to a
taxable entity.

TAX ACCOUNT NUMBER: 605610-0690-03

AFFECTS: All Lot 1, Block 31

21. The property herein described is carried on the tax rolls as exempt;
however, it will become taxable from the date of transfer to a
taxable entity.

TAX ACCOUNT NUMBER: 605610-0710-09

AFFECTS: Lot 3, Block 31

(continued)

Policy No.: 1001024-0023076

SCHEDULE B

Page 5

22. The property herein described is carried on the tax rolls as exempt;
however, it will become taxable from the date of transfer to a
taxable entity.

TAX ACCOUNT NUMBER: 605610-0680-05

AFFECTS: Lot 1, Block 30

23. The property herein described is carried on the tax rolls as exempt;
however, it will become taxable from the date of transfer to a
taxable entity.

TAX ACCOUNT NUMBER: 605610-0720-07

AFFECTS: All of Lot 1, Block 32

24. The property herein described is carried on the tax rolls as exempt;
however, it will become taxable from the date of transfer to a
taxable entity.

TAX ACCOUNT NUMBER: 605610-0740-03

AFFECTS: All of Lot 1, Block 33

END OF SCHEDULE B

PART I

Extended Coverage

FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA
CORPORATION

A.L.T.A. LOAN POLICY

SCHEDULE B

PART II

Policy No.: 1001024-0023076

In addition to the matters set forth in Part I of this Schedule, the
title to the estate or interest in the land described or referred to in



Schedule A is subject to the following matters, if any be shown, but the Company insures that such matters are subordinate to the lien or charge of the insured mortgage upon said estate or interest:

1. FINANCING STATEMENT AND THE TERMS AND CONDITIONS THEREOF:

SECURED PARTY: Community Development Funding VIII,
LLC

DEBTOR: Rainier Valley Boys and Girls Club

COVERS: Personal property and fixtures
located on property herein described

RECORDED: December 31, 2007

RECORDING NUMBER: 20071231000891

END OF SCHEDULE B

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Parks and Recreation	Charles Ng/684-8001 Isabel Hamilton/684-4218	Jennifer Devore/615-1328

Legislation Title:

AN ORDINANCE relating to the Rainier Vista Boys and Girls Club; authorizing an agreement with the Boys and Girls Clubs of King County and the Rainier Valley Boys and Girls Club for the purchase of a Restrictive Covenant and Easement in Gross guaranteeing the availability of space for teen recreational activities and public programming.

- **Summary of the Legislation:** The proposed legislation authorizes the Director of the Department of Finance to spend \$1,000,000 for the purchase of a restrictive covenant and easement (Easement) from the Boys and Girls Clubs of King County (BGC) and its subsidiary, the Rainier Valley Boys and Girls Club (RVBGC). The Easement will provide the City of Seattle (City) with public access to the future Rainier Vista Boys and Girls Club facility and will guarantee use of a significant portion of the facility for teen recreational activities for fifteen years. The RVBGC will be the entity responsible for managing and providing program services at the new facility. BGC, in partnership with Seattle Housing Authority (SHA), has pledged to secure funding for the cost of the building improvements and provide any additional funds required to complete the project as mutually agreed and designed.

The Agreement guarantees the availability of facilities for after school programming and activities, with an emphasis on teens, at the new club facility. The Agreement also stipulates that the facility, when not being used for teen activities, such as during hours when schools are open, would be available to the public for recreational and community programs. An annual report to the City will document compliance with the requirement that the facility is available for community use.

- **Background:** The original Rainier Vista Boys and Girls Club facility was established in 1976 and was demolished during the summer of 2007 as part of SHA's Title VI redevelopment project. Historically, BGC programming provided critical access to low-cost positive activities for youth during after school hours. The facility served youth of whom 75% were from single parent families, 90% from low income families, 30% lived in foster care, and 22% from homes where English was not the first language spoken. Recognizing that attracting teens to programs can be difficult and engaging teens in healthy positive activities is crucial to creating safer, healthier communities, BGC and RVBGC are planning to construct, with the support of the SHA, a new 40,000 square feet building with 20,000 square feet of dedicated activity spaces and gym facilities that will be particularly attractive to teens.

DPR does not have plans or capital improvement funds allocated for construction of a new facility in the Rainier Valley area for teen programs. The Agreement with BGC and RVBGC would guarantee that the new Rainier Vista Boys and Girls Club facility will provide critical teen programming and recreation opportunities for fifteen years. In addition, there exists the benefit of creating a community gathering and activity space available to the public for recreational activities during school hours when the space will not be used for teen activities.

- Please check one of the following:

This legislation does not have any financial implications. (Stop here and delete the remainder of this document prior to saving and printing.)

This legislation has financial implications. (Please complete all relevant sections that follow.)

Appropriations: N/A

Fund Name and Number	Department	Budget Control Level*	2008 Appropriation	2009 Anticipated Appropriation
TOTAL	N/A			

*See budget book to obtain the appropriate Budget Control Level for your department.

Notes: The proposed legislation does not request any appropriation authority.

Anticipated Revenue/Reimbursement: Resulting From This Legislation: N/A

Fund Name and Number	Department	Revenue Source	2008 Revenue	2009 Revenue
TOTAL	N/A			

Notes: No revenue is anticipated as a result of this legislation.

Total Regular Positions Created, Modified, Or Abrogated Through This Legislation, Including FTE Impact: N/A

Position Title and Department	Position # for Existing Positions	Fund Name & #	PT/FT	2008 Positions	2008 FTE	2009 Positions*	2009 FTE*
TOTAL	N/A						

Notes: No staffing is requested as a result of this legislation.



- **Do positions sunset in the future?** N/A

Spending/Cash Flow:

Fund Name & #	Department	Budget Control Level*	2008 Expenditures	2009 Anticipated Expenditures
General Fund	Finance General	Support to Community Development BCL	\$1,000,000	\$0
TOTAL			\$1,000,000	\$0

* See budget book to obtain the appropriate Budget Control Level for your department.

Notes: When the Agreement between the City and BGC and RVBGC is finalized and the proposed legislation is adopted, the City's allocated funds of \$1,000,000 will be released in two installments. The first installment of \$500,000 will be released upon closing and the second when RVBGC has expended \$1,000,000 in construction costs and demonstrated adequate funding to complete the project. This is anticipated to occur in 2008.

- **What is the financial cost of not implementing the legislation?** While there would be no direct financial cost to the City if this legislation is not implemented, the City would forgo the opportunity to ensure after school teen programming for fifteen years at the new Rainier Vista Boys and Girls Club facility as well as use by the community of the meeting and activity space.
- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** None. The City could build and operate a recreational facility in the Rainier Valley with similar gym facilities and programs for teens, but has neither the plans nor funding to do so.
- **Is the legislation subject to public hearing requirements:** No
- **Other Issues:** This proposed legislation guarantees that the Rainier Vista Boys and Girls Club will have space and hours dedicated to scheduling programs and activities in a structured environment specifically geared to teens. Currently, no other facilities exist in the Rainier Valley community that would devote so much space and time to serving teens. In addition, the community would have the added value of available space during school hours for other types of community recreational use.

Please list attachments to the fiscal note below:

Attachment A: Contract Summary Form

Seattle Department of Parks and Recreation
CONTRACT SUMMARY

Date: June 26, 2008

Name of Contracting Party/ Lessee/ Concessionaire/Other: Boys and Girls Clubs of King County and Rainier Valley Boys and Girls Club

Contract Type: Agreement for the Purchase of Restrictive Covenant and Easement in Gross

Non-Profit or **For Profit** _____

New or **Renewal (or extension of existing Lease)** _____

Term of Lease: 15 years

Purpose of Agreement: To execute the purchase of a Restrictive Covenant and Easement in Gross for property in the future Rainier Vista Boys and Girls Club facility to ensure a space dedicated to teen programming in approximately 20,000 square feet of the facility. In addition, when not used for teen programs, the space would be available to the public for other recreational and community activities.

Public Benefit: A guarantee of free or affordable after-school activities for teens in a structured safe environment. Traditionally, after school programs have been geared to younger children. The new Rainier Vista Boys and Girls Club will provide programs and services specifically appropriate and attractive to teens. When not used for teen programs, the space would be available for other public programming.

Revenue or Offsets (as applicable): Once the building is constructed and in use, teens and the public will have guaranteed access to a facility and programming structured around sports, education, and community.

Brief description, overview, history, general terms and other pertinent info:

The Rainier Vista Boys and Girls Club facility was established in 1976 and was demolished as part of the Seattle Housing Authority's Title VI Redevelopment Project. Boys and Girls Clubs of King County's programming provides critical access to low-cost, positive activities for kids during after school hours. Recognizing that attracting teens to their programs can be difficult and that engaging teens in healthy positive activities is crucial to creating a safer healthier community, they are planning, with the help of the Housing Authority, to construct a new 40,000 square foot building with 20,000 square feet of dedicated activity spaces and gym facilities which will be particularly attractive to teens. The agreement with BGC would guarantee that the facility will provide critical teen programming and recreation for 20 hours a week for fifteen years. They are well on their way to achieving their fundraising goal of \$14,300,000 to complete this project, having raised \$9,000,000 thus far.



STATE OF WASHINGTON – KING COUNTY

--SS.

228365
CITY OF SEATTLE, CLERKS OFFICE

No. 122772 THRU 122777

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.

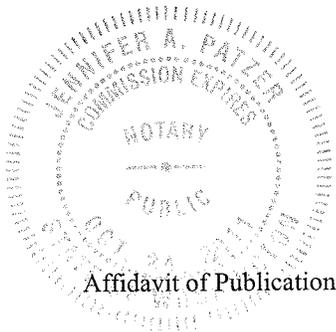
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT: TITLE ONLY ORD

was published on

08/26/08

The amount of the fee charged for the foregoing publication is the sum of \$ 70.25, which amount has been paid in full.



08/26/08

Subscribed and sworn to before me on

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 August 18, 2008, and published here by title only, will be mailed, at no cost, on request for two months after this publication. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 122777

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

ORDINANCE NO. 122776

AN ORDINANCE related to King County Regional Vote By Mail Initiative; authorizing an agreement to establish MAIL BALLOT DROP OFF LOCATIONS at six of the City's Department of Neighborhoods "payment center" facilities located at (Ballard) 5604 22nd Ave NW, (Central) 2301 S. Jackson St. Suite 208, (Delridge) 5405 Delridge Way SW, (Lake City) 12525 28th Ave NE, (Southeast) 3815 S. Othello St. Suite 105, and (University) 4534 University Way NE; and increasing appropriations to the Department of Neighborhoods in the 2008 Budget, all by a three-

fourths vote of the City Council.

ORDINANCE NO. 122775

AN ORDINANCE relating to Seattle Public Utilities; authorizing the acquisition of two easements in real property known as 9115 7th Ave South, Seattle, Washington, for drainage system purposes.

ORDINANCE NO. 122772

AN ORDINANCE relating to the Rainier Vista Boys and Girls Club; authorizing an agreement with the Boys and Girls Clubs of King County and the Rainier Valley Boys and Girls Club for the purchase of a Restrictive Covenant and Easement in Gross guaranteeing the availability of space for teen recreational activities and public programming.

Date of publication in the Seattle Daily Journal of Commerce, August 26, 2008.

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