

ORDINANCE No. 123945

COUNCIL BILL No. 117526

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the acquisition of real property commonly known as 4257 - 9th Avenue Northeast; authorizing acceptance and recording of the deed for open space, park, and recreation purposes; authorizing acquisition by condemnation; increasing appropriations to the Department of Parks and Recreation in the 2012 Adopted Budget; and ratifying and confirming certain prior acts; all by a three-fourths vote of the City Council.

COMPTROLLER FILE No. _____

Introduced: <u>July 23, 2012</u>	By: <u>Bagshaw</u>
Referred:	To: <u>Parks and Neighborhoods</u>
Referred:	To:
Referred:	To:
Reported:	Second Reading:
Third Reading: <u>8.6.12</u>	Signed: <u>8.6.12</u>
Presented to Mayor: <u>8.7.12</u>	Approved: <u>Aug. 14, 2012</u>
Returned to City Clerk: <u>Aug. 16, 2012</u>	Published: <u>Title</u>
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

The City of Seattle--Legislative Department

REPORT OF COMMITTEE

Date Reported
and Adopted

Honorable President:

Sg Bagshaw

Your Committee on _____

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

<u>8.2.12</u>	<u>Pass</u>	<u>3-0</u>	<u>SB, TR, JG</u>
<u>8.6.12</u>	<u>Passed</u>	<u>9-0</u>	

Law Department

Committee Chair

CITY OF SEATTLE
ORDINANCE 123945
COUNCIL BILL 117526

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the acquisition of real property commonly known as 4257 – 9th Avenue Northeast; authorizing acceptance and recording of the deed for open space, park, and recreation purposes; authorizing acquisition by condemnation; increasing appropriations to the Department of Parks and Recreation in the 2012 Adopted Budget; and ratifying and confirming certain prior acts; all by a three-fourths vote of the City Council.

WHEREAS, by Resolution 31055 the City Council created the Parks and Green Spaces Levy Citizen's Advisory Committee to ensure citizen participation in the development of a potential package of parks, open space, boulevards, trails, green infrastructure, and recreation projects, and a proposed set of options to fund the package; and

WHEREAS, the Parks and Green Spaces Levy Citizens' Advisory Committee, after being duly appointed and after spending many hours in open meetings and receiving public testimony and deliberating on the levy, voted by a strong majority to recommend that the City Council place a \$145.5 million six-year levy proposal for park purposes before the voters of Seattle; and

WHEREAS, in response to this recommendation, the City Council passed Ordinance 122749, placing Proposition 2, the 2008 Parks and Green Spaces Levy, before the voters of Seattle; and

WHEREAS, the 2008 Parks and Green Spaces Levy was approved by Seattle voters on November 4, 2008; and

WHEREAS, Ordinance 122749 identifies the University Urban Center Village (sic) for a potential neighborhood park acquisition; and

WHEREAS, the Department of Parks and Recreation considers the University District Urban Center Village as significantly underserved with quality open space, and the area is, therefore, a priority area for additional acquisitions for parks and open space; and

WHEREAS, the City has determined that the purchase of the property at 4257 – 9th Avenue Northeast, adjacent to Christie Park will, after development, double the size of the existing park and meet the criteria to address open space needs established in Seattle's Parks and Recreation 2006 Development Plan, Seattle's 2006 Open Space Gap Report Update, and Seattle's Parks and Recreation 2011 Development Plan, and that it is in the



public's best interest to acquire the same for open space, park, and recreation purposes;
NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That public convenience and necessity require that the following described real property, situated in the City of Seattle, County of King, State of Washington, and commonly known as the property at 4257 – 9th Avenue Northeast ("Property"), together with all rights, privileges, and other property pertaining thereto, be acquired for open space, park, and recreation purposes:

Lots 48 and 49, Block 6, Lake View Addition to the City of Seattle, according to the plat thereof recorded in Volume 5 of Plats, page 34, in King County, Washington.

Section 2. The Superintendent of Parks and Recreation ("Superintendent"), or his or her designee, is authorized, on behalf of the City of Seattle, to acquire the Property substantially in accordance with the terms and conditions of the Purchase and Sale Agreement attached hereto as Attachment 1 ("Agreement") for the purchase price of Seven Hundred Ninety-five Thousand and no/100 Dollars (\$795,000.00). The Superintendent or his designee is authorized to execute such additional documents as he deems necessary or desirable to accomplish acquisition of the Property, including, without limitation, such consents, approvals, extensions of time, and minor amendments of the Agreement as he shall deem appropriate to carry out the intent of this ordinance. Upon delivery of the statutory warranty deed for the Property, the Superintendent or his designee is authorized to accept the deed on behalf of the City of Seattle by attaching to the deed his written acceptance thereof, and to record the same. The Property shall be accepted for



open space, park, and recreation purposes, and placed under the jurisdiction of the Department of Parks and Recreation.

Section 3. The Seattle City Attorney is authorized to commence and prosecute proceedings in the manner provided by law to condemn, take, damage, and appropriate the Property in fee simple, after just compensation has been made or paid into court for the owners thereof, in the manner provided by law; and to stipulate for the purposes of minimizing damages.

Section 4. To pay for the Property and for necessary related costs and expenses, the appropriation for the following in the 2012 Adopted Budget is increased from the funds shown, as follows:

Fund	Department	Capital Improvement Program: Program (Number)	Amount
2008 Parks Levy Fund (33860)	Parks and Recreation	2008 Parks Levy – Neighborhood Park Acquisition (K720010)	\$967,617

Section 6. Any acts consistent with the authority and prior to the effective date of this ordinance are hereby ratified and confirmed.



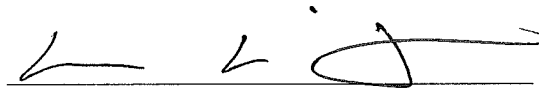
Section 7. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by a three-fourths (3/4) vote of all the members of the City Council the 6th day of August, 2012, and signed by me in open session in authentication of its passage this 6th day of August, 2012.



President _____ of the City Council

Approved by me this 16th day of August, 2012.



Michael McGinn, Mayor

Filed by me this 16th day of August, 2012.



Monica Martinez Simmons, City Clerk

(Seal)

Attachment 1: Purchase and Sale Agreement



PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("Agreement") is entered into by and between THE CITY OF SEATTLE, a Washington municipal corporation ("Buyer"), and TAHN ASSOCIATES L.L.C., a Washington limited liability company ("Seller"), as of the date this Agreement has been executed by both Buyer and Seller ("Effective Date").

RECITALS

- A. Buyer made an offer for purchase of the Property (defined in Section 1 below), to which Seller did not respond in writing.
- B. Buyer has the power of eminent domain and is seeking specific authority to condemn the Property.
- C. Buyer and Seller have each determined that it is in their respective best interests to enter into this Agreement for the purpose of stating the terms and conditions under which Seller would agree to sell and convey to Buyer and Buyer would agree to purchase the Property under imminent threat, and in lieu, of condemnation.

Intending to be legally bound, for good and valuable consideration, including the mutual covenants and promises of the parties, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

1. Property. The "Property" subject to this Agreement consists of all of the following:

(a) That certain real property with a street address of 4257 Ninth Avenue NE, located in Seattle, Washington and more particularly described in Exhibit A attached together with all buildings, structures and other permanent improvements thereon (the "Real Property").

(b) All rights, privileges and easements appurtenant to the Real Property, including without limitation all minerals, oil, gas and other hydrocarbon substances (to the extent owned by Seller) on the land, all development rights, air rights, and any and all appurtenances used in connection with the beneficial use and enjoyment of the Real Property (collectively, the "Appurtenances")

2. Purchase. Seller shall sell and convey the Property to Buyer, and Buyer shall purchase the Property from Seller, on the terms, covenants and conditions set forth in this Agreement.



3. Purchase Price.

3.1. Amount. The purchase price ("Purchase Price") for the Property is Seven Hundred Ninety-five Thousand and no/100 Dollars (\$795,000.00).

3.2. Payment. Buyer shall pay Seller the Purchase Price at Closing.

3.3. Deposit. Within ten (10) days of the execution of this Agreement by Buyer and Seller, Buyer will open an escrow account with First American Title Company, Inc., 818 Stewart Street; Suite 800, Seattle, Washington, 98101 (referred to hereafter as "Escrow Holder" or "Title Company") and shall deliver to Escrow Holder a deposit of Ten Thousand and NO/100 Dollars (\$10,000.00) (the "Deposit") together with a copy of the fully executed Agreement. Escrow Holder shall place the Deposit in an interest-bearing account for the benefit of the Buyer. Escrow Holder shall apply or disburse the Deposit as provided in this Agreement. At Closing, Escrow Holder shall apply the Deposit together with interest, if any, to the Purchase Price.

4. Title.

4.1. Condition of Title. Title to the Property shall, at the option of Buyer, be insurable by an ALTA extended coverage owner's policy of title insurance or a standard owner's policy of title insurance, in the amount of the Purchase Price, subject only to the Permitted Exceptions (defined in Subsection 4.3 below). Seller shall satisfy all requirements of the Title Company in connection with issuance of the title policy (the "Title Policy") in accordance with the Commitment (defined in Subsection 4.2 below).

4.2. Title Insurance Commitment. Buyer has obtained a current title insurance commitment issued by Title Company, No. 609918, dated November 17, 2005, updated with Supplemental #1 dated February 24, 2011, and Supplemental #2 dated September 24, 2011. Updates to the commitment shall commit Title Company to insure title in Buyer in the amount of the Purchase Price subject only to the Permitted Exceptions (defined Subsection 4.3 below) and shall commit the Title Company to issue such policy endorsements as required by Buyer, and, at the election of Buyer, shall commit Title Company to issuance of a 2006 ALTA Owner's Extended Coverage Policy of title insurance. 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 expense. The commitment together with any subsequent additional updates acceptable to Buyer, are referred to collectively as the "Commitment".

4.3. Permitted Exceptions. Those exceptions to title listed on Exhibit B attached hereto together with any additional exceptions to title approved in writing by Buyer constitute permitted exceptions ("Permitted Exceptions"). Seller, at its sole cost and expense, shall remove all exceptions other than Permitted Exceptions, including any matters affecting title to the Property that are created and which may appear of record or be revealed by survey or otherwise after September 24, 2011, but before Closing. In the event any additional exception is added to Commitment and the Buyer objects to and requests the removal of the said exception



after the execution of this Agreement, then Seller shall have the option of curing or removing the exception within thirty (30) days of receiving the notice of the additional exception, except that Seller shall remove or cure (as applicable) any monetary lien or encumbrances. If Seller notifies Buyer that it does not intend to remove or cure the additional exception, then Buyer shall elect to accept such exception (which said exception shall thereafter be deemed a Permitted Exception) or, alternatively, elect to terminate this Agreement. In the event Buyer elects to terminate this Agreement in accordance with the foregoing, the Deposit, together with interest if any, shall be refunded to the Buyer and any and all rights or obligations of the Seller and Buyer under this Agreement shall terminate and be of no further force or effect. The Closing Date shall be extended to the extent necessary to accommodate the foregoing timelines for notices. Nothing in this Section 4.3 shall limit the Buyer's right to proceed with condemnation of the Property in the event of termination of this Agreement by Buyer or Seller.

5. Conditions Precedent.

5.1. Conditions Precedent to Buyer's Obligation to Purchase. Buyer's obligations with respect to purchase of the Property and the Closing are subject to fulfillment, or waiver thereof by Buyer in writing, of all conditions contained within this Agreement ("Buyer's Conditions Precedent"), including the following, not later than the Closing Date (unless an earlier date is specified):

(a) Title Policy. The Title Company shall be prepared to issue the Title Policy as described in Section 4.

(b) Moratorium. No reassessment, reclassification, rezoning or other change in judicial or administrative decision or proceedings (including amendments and modifications of any of the foregoing) pending or proposed to be imposed by any governmental or quasi-governmental authority or any public or private utility having jurisdiction over the Property shall have occurred.

(c) Zoning; Survey. There are no existing violations of zoning ordinances or other laws, ordinances or restrictions applicable to the Property; there are no encroachments upon the Property; and there are no other matters disclosed by survey that are unacceptable to Buyer, in Buyer's sole discretion.

(d) Noncompliance - Violation. Existing uses of the Property are in full compliance with all applicable zoning laws (and applicable variances) and any other local, municipal, regional, state or federal requirements and the improvements on the Property comply with all applicable building, safety, health, zoning, environmental, subdivision and other laws, ordinances and regulations.

(e) No Actions or Proceedings. There is no action, proceeding or investigation, pending or threatened, with respect to the title, ownership, maintenance, use or operation of the Property.



(f) No Environmental Violations. The Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under, above or about the Property, including but not limited to soil and groundwater conditions.

(g) Representations, Warranties and Covenants of Seller. Seller shall have performed each and every agreement to be performed by Seller under this Agreement, and Seller's representations and warranties in this Agreement shall be true and correct as of Closing.

(h) 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.

(i) Seller's Deliveries. Seller shall have delivered each of the items described (and no later than the delivery time specified) in Subsection 6.1 to Buyer and in Subsection 8.1 to Escrow Holder.

(j) Investigation. Buyer shall have notified Seller that the condition stated in Subsection 6.3 has been satisfied or waived within the time period required therein (or within the extended time period provided in Subsection 6.4, if applicable).

(k) Ordinance. On or before August 27, 2012, an ordinance shall be passed by the City Council and signed by the Mayor, authorizing the transaction contemplated by this Agreement and appropriating funds to complete this transaction.

(l) No Seller Bankruptcy. If at any time prior to Closing, (i) there shall be filed against or by Seller a petition in bankruptcy or insolvency or a petition seeking to effect any plan or other arrangement with creditors or seeking the appointment of a receiver and the same is not discharged or dismissed before Closing; (ii) a receiver or liquidator is appointed for all or substantially all of Seller's property; (iii) Seller makes an assignment for the benefit of creditors or takes any other similar action for the benefit or protection of creditors, then Buyer shall have the right in its sole and absolute discretion and in addition to all other remedies available to Buyer pursuant to this Agreement or at law or in equity to cancel and terminate this Agreement after which the Deposit shall be returned to Buyer and neither party shall have any further rights or obligations under this Agreement.

5.2. Benefit of Buyer. The Buyer's Conditions Precedent are solely for the benefit of Buyer and may be waived only in writing by Buyer. Buyer shall at all times have the right to waive any condition. The waiver by Buyer of any condition in any specific circumstances shall not be a waiver of such condition with respect to any other circumstances or a waiver of any other condition and shall not relieve Seller of any liability or obligation with respect to any representation, warranty, covenant or agreement of Seller, unless the waiver expressly so provides.

5.3. Termination. If any Buyer's Condition Precedent is not satisfied or waived prior to Closing (or such earlier date as provided elsewhere in this Agreement), then



Buyer, in Buyer's sole discretion, shall have the right to terminate this Agreement by written notice to Seller and Escrow Holder, 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, and Seller and Buyer shall be entitled to return of any documents deposited with Escrow Holder, unless otherwise agreed by the parties by written amendment to this Agreement.

6. Investigation of the Property.

6.1. Seller's Initial Deliveries. Within seven (7) days after the Effective Date, Seller shall, at its sole expense, deliver to Buyer (a) signed copies of all leases affecting the Property if any other than that certain lease among Seller, as landlord, and Holly George, Stephanie Haire, Colleen Taylor, Katherine Kurfurst, Annie Chung, Blayne Berryman, and Fausto Revera, as tenants, dated April 29, 2011, a true and correct copy of which is attached hereto as Exhibit C ("Existing Lease"), all contracts and accounting records affecting the Property and other documents, records and materials concerning the operation or physical condition of the Property, including, without limitation, all surveys, maps, plans, soils reports and environmental site assessments; and (b) a completed disclosure statement for residential real estate in the form required by Section 64.06.020 of the Revised Code of Washington.

6.2. Entry. Without limiting any other rights of Buyer under this Agreement, as of the Effective Date, Buyer and Buyer's agents and employees shall have the right to enter the Property to conduct soils, engineering, environmental and other tests, inspections, surveys and investigations at the Property ("Investigations") at Buyer's sole expense. Seller agrees to cooperate and to cause all tenants to cooperate with any Investigations made by or at Buyer's direction subject to advance notice requirements of the Residential Landlord-Tenant Act. The exercise by Buyer of any of the preceding rights or any other act of Buyer shall not negate any representation, warranty or covenant of Seller, or modify any of Buyer's rights or Seller's obligations in the event of any breach by Seller of any of its representations, warranties or covenants under this Agreement. To the extent permitted by applicable law, Buyer shall indemnify and hold Seller harmless from any and all damages, expense, liens or claims (including attorneys' fees) arising from Buyer's negligence in exercise of its rights under this Subsection 6.2 or failure to pay third parties, and the provisions of this indemnity shall survive termination of this Agreement.

6.3. Period for Investigations. Closing of this transaction is conditioned on Buyer's satisfaction with the Property, the suitability of the Property for Buyer's intended uses and the feasibility of this transaction in Buyer's sole and absolute discretion. Buyer shall have until July 31, 2012 to conduct its Investigations, and to review the items delivered by Seller pursuant to Subsection 6.1 above (the "Contingency Period"). If Buyer fails to notify Seller and the Escrow Holder in writing that this condition is satisfied or waived prior to 5:00 p.m. Pacific Time on the final day of the Contingency Period, then this Agreement shall be deemed terminated, and both Seller and Buyer shall be released and discharged from all further obligations under this Agreement. The Deposit, plus interest, shall be returned to Buyer and, except as provided in Subsection 6.2, neither party shall be subject to a claim by the other for damages of any kind with respect to this Agreement or Buyer's attempt to purchase the Property.



The Contingency Period shall be extended as necessary for Seller's Work (described in Subsection 6.4 below) and as necessary for completion of a Level 2 environmental site assessment if Buyer determines that results or recommendations of a Level 1 environmental assessment warrant soil testing.

6.4 Seller's Work. All of the following constitutes Seller's Work ("Seller's Work"): In the event that the Investigations confirm the presence of one or more underground storage tanks, not in use, on the Property, Seller shall, at Seller's sole cost and expense but not to exceed Seven Thousand Five Hundred and no/100 dollars (\$7,500.00), cause the underground storage tank(s) to be removed and properly disposed by a properly licensed removal contractor by a date mutually acceptable to the parties prior to Closing ("Extended Contingency Period"). Included within Seller's Work shall be a requirement that the contractor determine whether there is evidence that the underground storage tank(s) are leaking or have leaked product into surrounding soil or groundwater. The removal and disposal shall be completed in compliance with applicable law and regulation by a contractor licensed to conduct underground storage tank decommissioning and removal. If there is evidence that the underground storage tank(s) are leaking or have leaked product into surrounding soil or groundwater, or if there is other evidence of soil or groundwater contamination, then Buyer and Seller shall further extend the Extended Contingency Period if necessary and prior to the expiration of such Extended Contingency Period, Seller shall cause its licensed contractor (a) to remove and dispose of all contaminated soil, (b) to undertake all necessary environmental remediation of soil and groundwater in compliance with applicable law and regulation, (c) to provide to Buyer copies of its license and qualifications, permit for tank removal, its certification of tank removal, if applicable, and its certification of soil and groundwater remediation, if applicable, all in compliance with applicable law and regulation, and (d) to restore the Property to its original condition with appropriate fill type, compaction, grading, and ground cover or paving, as applicable. Notwithstanding anything to the contrary to the terms set forth in this paragraph, Seller, at its sole discretion and option, may elect to have Buyer perform all of Seller's Work; if Seller elects this option, then Buyer agrees to perform Seller's Work (on behalf of the Seller) and upon the completion of Seller's Work up to \$7,500.00 shall be applied to the cost and expenses of Seller's Work as set forth in this paragraph. If Seller's Work needs to be completed after the closing date, Seller agrees to leave with the Escrow Holder \$7,500.00; upon completion of Seller's Work by the Buyer, the remaining funds, if any, shall be returned to the Seller. Notwithstanding anything to the contrary, Seller's responsibility for the cost and expenses for all of Seller's Work shall not exceed a total of Seven Thousand Five Hundred and no/100 dollars (\$7,500.00).

7. Seller's Obligations. Before Closing Seller shall, at its sole expense:

7.1. Promptly notify Buyer upon learning of any fact or event that would make any of the representations or warranties of Seller contained in this Agreement or any Buyer's Conditions Precedent untrue or misleading in any material respect or that would cause Seller to be in violation of any of its covenants or other obligations hereunder.



7.2. Notify Buyer promptly upon receiving notice of a claim or pending litigation affecting the Property, or notice of any event, transaction, or occurrence before Closing that would materially adversely affect the Property or any part thereof.

7.3. Not convey, mortgage, grant a deed of trust, or contract to do the foregoing or otherwise allow or consent to convey, abandon, relinquish, cloud or encumber title to the Property or any interest therein or part thereof without Buyer's consent.

7.4. Maintain the Property in comparable or similar order, condition and repair, and otherwise operate the Property and maintain its business records in the similar or comparable manner as before the making of this Agreement, the same as though Seller were retaining the Property.

7.5. Maintain all casualty, liability and hazard insurance currently in force with respect to the Property through Closing without diminution in coverage.

7.6. Remedy any violations of law or municipal ordinances or regulations of any federal, state, local or other governmental departments that Seller has actual knowledge of.

7.7. Take no action that will adversely affect title to the Property.

7.8. Not renew, extend, amend, or modify the Existing Lease (or any other lease, if any), nor enter into any new lease affecting the Property without Buyer's prior written consent.

8. Deliveries to Escrow Holder.

8.1. By Seller. Seller shall deliver or cause to be delivered to Escrow Holder on or prior to the Closing Date the following items, the delivery of each of which shall be a condition to the performance by Buyer of its obligations under this Agreement:

(a) Deed. A statutory warranty deed, in form and substance satisfactory to Buyer and its counsel, duly executed and acknowledged by Seller (the "Deed"), conveying to Buyer indefeasible good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, restrictions and easements, except only the Permitted Exceptions.

(b) FIRPTA Affidavit. A certificate in form and substance acceptable to Buyer and its counsel, duly executed by Seller, evidencing that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

(c) ALTA Affidavits. Any affidavits, certifications or instruments, including any lien affidavits or mechanic's lien indemnifications, duly executed and acknowledged by Seller, as reasonably may be required by the Title Company in order to issue the Title Policy.



(d) Title Insurance Policy. The Title Insurance Policy in conformance with Section 4.

(e) Closing Certificates. A certificate of Seller dated as of the Closing Date certifying that all of Seller's representations and warranties remain true as of the Closing Date, or if not, specifying the respect in which any representation or warranty is no longer true.

(f) Certificates of Authority. Such certificates as are necessary or required by Buyer or the Title Company to evidence the authority of Seller and its signatories to execute the instruments to be executed by Seller in connection with this transaction, and evidence that the execution of such instruments is the official act and deed of Seller.

(g) Termination of Existing Lease. Evidence, satisfactory to Buyer and the Title Company, of termination of the Existing Lease and vacation of the Property by the tenants.

8.2. Buyer. Buyer shall deliver or cause to be delivered to Escrow Holder on or before the Closing Date:

(a) cash by federal funds, wire transfer or cashier's check in the amount necessary to pay the balance of the Purchase Price and Buyer's share of closing costs and prorations

(b) written notice notifying Seller that the Buyer's Condition Precedent as described in Subsection 5.1(j) is satisfied or waived.

9. Close of Escrow.

9.1. Time. Closing shall occur in the office of Escrow Holder on a date mutually agreeable to Buyer and Seller after Buyer's Conditions Precedent have been satisfied or waived, but in any event no sooner than September 4 and no later than September 7, 2012, unless extended by mutual 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.

9.2. Closing Costs and Prorations.

(a) Closing Costs. Buyer and Seller shall each pay their own attorneys' fees. Buyer shall pay the cost of recording the Deed, escrow fees, the title insurance premium charged by the Title Company for Buyer's title policy and the endorsements required by Buyer, and the cost of any survey required by the Title Company (if any). Seller's monetary



liens on the Property, if not previously discharged, shall be discharged in full out of the Purchase Price at Closing. Seller shall pay real estate excise tax, if any is due; however, if any excise tax is due, Buyer shall credit the Seller the amount of the real estate excise tax that is paid by the Seller during or after Closing.

(b) Prorations. Seller shall be responsible for paying real property taxes, general assessments, surface water management fees and other fees (if any) payable to governmental entities, utilities and operating expenses relating to the Property through the Closing Date. 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 shall provide evidence satisfactory to Buyer that accounts for utility services to the Property, including but not limited to electricity, heating oil (if applicable), natural gas (if applicable), solid waste, water, sewer, telephone, internet service, and cable, are current and there are no delinquent charges owing. Any special assessments against the Property in existence as of the Closing Date shall be paid in full by Seller. All expenses of the Property, including but not limited to, real property taxes, surface water management fees and other fees (if any) payable to governmental entities, rents, utility charges, amounts payable under contracts that Buyer elects to accept or assume, annual permits and other expenses normal to ownership, use, operation and maintenance of the Property shall be prorated as of 11:59 p.m. on the Closing Date.

9.3. Procedure. Escrow Holder shall close escrow as follows:

(a) Obtain the release of the Property from any liens described in the Commitment except the Permitted Exceptions;

(b) Confirm with Buyer satisfactory evidence of termination of the Existing Lease and current payment for all utilities, and delivery of all documents by Seller;

(c) Complete and sign as agent for Buyer and Seller a Real Estate Excise Tax Affidavit citing WAC 458-61A-206 (exemption from excise tax for sale in lieu of condemnation).

(d) Record the Deed;

(e) Complete the prorations and credits;

(f) Issue and deliver the Title Policy to Buyer;

(g) Deliver any other documents deposited by Seller with Escrow Holder to Buyer;

(h) Deliver the Purchase Price less Seller's closing costs and prorations and Buyer credits to Seller; and



(i) Forward to Buyer and Seller, in duplicate, a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited with Escrow Holder, with such recording and filing date endorsed thereon.

9.4. Incorporation of Escrow Instructions. This Agreement shall serve as escrow instructions, and an executed copy of this Agreement shall be deposited by Buyer with Escrow Holder following its execution. The parties may execute additional escrow instructions provided that such additional escrow instructions shall not change the terms of this Agreement.

9.5. Possession. Possession of the Property shall be delivered to Buyer upon Closing.

9.6. Deliveries Outside of Escrow. On the Closing Date Seller shall deliver to Buyer outside of escrow all original or copies of books and records of account, contracts, leases and leasing correspondence, receipts for deposits, unpaid bills and other papers pertaining to the Property, architectural and engineering plans, drawings and specifications for the improvements to the Property, all "As-Built" plans and specifications, original operating permits and certificates relating to use, occupancy or operation of the Property, all advertising materials, booklets, keys and other items, if any, used in operation of the Property.

10. Brokerage Commission. Seller warrants to Buyer and Buyer warrants to Seller that each party's sole contact with the other and with the Property regarding this transaction has been directly with the other party and has not involved any broker or finder. Seller and Buyer further warrant to each other that no broker or finder can properly claim a right to a commission or finder's fee based upon contacts between the claimant and that party with respect to the other party or the Property. To the extent permitted by applicable law, each party shall indemnify, defend and hold the other party harmless from and against any loss, cost or expense, including, but not limited to, attorneys' fees and court costs, resulting from any claim for a fee or commission by any broker or finder in connection with the Property and this Agreement resulting from the indemnifying party's actions.

11. Casualty or Condemnation.

11.1. If there is a condemnation (by an entity other than Buyer) of all or part of the Property initiated before Closing, Seller shall promptly notify Buyer and Buyer shall have the option for ten (10) days following the date the notice is received (a) to proceed with the Closing, in which event all condemnation proceeds already received by Seller by the Closing shall be paid to Buyer and the right to receive such proceeds not yet received by Seller shall be assigned to Buyer at the Closing, or (b) to terminate this Agreement. Unless this Agreement is terminated, Seller shall take no action with respect to any condemnation proceeding without the prior written consent of Buyer.

11.2. Before Closing, the entire risk of loss or damage by casualty to the Property however caused shall be borne and assumed by Seller, provided that the loss or damage is not caused by the Buyer. If any casualty costing Ten Thousand Dollars (\$10,000) or more to



repair has occurred to the Property before Closing, Buyer at its election may terminate this Agreement or proceed to close in which case Seller shall assign to Buyer all insurance proceeds attributable to the casualty. If there is a casualty to the Property costing less than Ten Thousand Dollars (\$10,000) to repair, there will be no termination of this Agreement, such damage shall be repaired by the Seller, and if not so repaired before Closing, then the remaining cost of repair shall be withheld from the Purchase Price and paid over to Seller upon Seller's completion of the repairs to Buyer's reasonable satisfaction.

12. Representations, Warranties and Covenants.

12.1. Seller's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants contained elsewhere in this Agreement, Seller as of the date of this Agreement and as of the Closing Date makes the following representations, warranties and covenants:

(a) Title. Seller is the sole owner of the Property. At Closing, Buyer will acquire the entire fee simple estate and right, title and interest in and to the Property, free and clear of all recorded or unrecorded liens, encumbrances, covenants, restrictions, reservations, easements, options, tenancies, leases, encroachments, claims or other matters affecting title or possession of the Property, subject only to the Permitted Exceptions.

(b) Agreements to Transfer or Encumber. Seller has not committed nor obligated itself in any manner whatsoever to sell or encumber the Property or any interest therein to any party other than Buyer or to lease all or any portion of the Property except the Existing Lease, a true and complete copy of which is attached as Exhibit C.

(c) Compliance with Law. The Property complies in all material respects (both as to condition and use) with all applicable statutes, ordinances, codes, rules and regulations of any governmental authority having jurisdiction over the Property (including those related to zoning, building, subdivision, and engineering), including all conditions contained in any certificate of occupancy covering any of the Real Property. The representation, warranty, and covenant in the preceding sentence is based on Seller's actual knowledge (without duty to investigate).

(d) Bankruptcy, Etc. No bankruptcy, insolvency, rearrangement or similar action involving Seller or the Property, whether voluntary or involuntary, is pending, threatened, by a third party, or contemplated by Seller.

(e) Litigation. There is no pending or to Seller's best knowledge threatened judicial, municipal or administrative proceedings with respect to Seller, this transaction or in any manner affecting the Property or any portion thereof or in which Seller is or will be a party by reason of Seller's ownership of the Property or any portion thereof.



(f) Notices. Seller has not received any notices from any insurance companies, governmental agencies or from any other parties with respect to any violations or other matters concerning the Property.

(g) Taxes and Assessments. Other than amounts disclosed by the Commitment, to the best of Seller's knowledge, no other property taxes have been or will be assessed against the Property for the current tax year, and there are no general or special assessments or charges that have been levied, assessed or imposed on or against the Property.

(h) Tax Returns. Seller has filed all local, state and federal tax forms that are required to be filed by Seller, has paid all taxes due and payable by Seller to date and will pay all such taxes that become due and payable by Seller prior to the Closing.

(i) Underground Storage Tanks. Seller was informed by its tenant that there are underground storage tanks that have not been removed from the Property.

(j) Violation of Property Restrictions. Based on Seller's actual knowledge (without duty to investigate), the Property and the current use, occupation and condition thereof do not violate any applicable deed restrictions or other covenants, restrictions or agreements (including, without limitation, any of the Permitted Exceptions), site plan approvals, zoning or urban redevelopment plans applicable to the Property.

(k) Tax Valuation/Assessment. Seller has no knowledge and has received no notice of any proceedings pending for the correction of the assessed valuation of Real Property or any other pending or threatened special assessments affecting the Real Property.

(l) Authority. Seller has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and constitute the Seller's legal, valid and binding obligation enforceable against Seller in accordance with its terms. The consummation by Seller of the sale of the Property is not in violation of or in conflict with nor does it constitute a default under any of the terms of any agreement or instrument to which Seller is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(m) No Omissions. All representations and warranties made by Seller in this Agreement, and all information contained in any certificate furnished by Seller to Buyer in connection with this transaction, are based on Seller's actual knowledge (without duty to investigate). The copies of any documents furnished to Buyer in connection with this transaction are true and complete copies of the documents they purport to be and to the best of Seller's knowledge contain no untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained therein not misleading.



(n) Leases, Service Contracts or Other Contracts. At the date of this Agreement, no leases, service contracts, or other contracts are in place regarding or related to the Property except the Existing Lease, a true and complete copy of which is attached hereto as Exhibit C. As of the Date of Closing, no leases, service contracts, or other contracts will be in place regarding or related to the Property.

(o) Mechanic's Liens. No labor, material or services have been furnished in, on or about the Property or any part thereof as a result of which any mechanics', laborer's or materialmen's liens or claims might arise.

(p) Assumption of Liabilities. Buyer, by virtue of the purchase of the Property, will not be required to satisfy any obligation of Seller arising prior to the Closing Date. Other than such obligations so expressly assumed by Buyer or any liens or other obligations with respect to the Property that result from any action or activities by or on behalf of Buyer after the Closing Date, Seller, after the Date of Closing, will pay and discharge any and all liabilities of each and every kind arising out of or by virtue of the possession, ownership or use of the Property prior to the Closing Date, and shall indemnify, defend and hold Buyer harmless therefrom.

(q) Provide Further Information. From the date of this Agreement to the Closing Date, Seller will notify Buyer of each event of which Seller becomes aware affecting the Property or any part thereof immediately upon learning of the occurrence of such event.

12.2. Effect of Buyer's Inspections. Buyer shall rely on its inspections, tests, or investigations to determine whether the Property is suitable for its own intended purposes. The Seller is not making any representations and warranties other than what is set forth in this Agreement.

13. Environmental Compliance. In addition to and without limiting any other representations, warranties, covenants and agreements in this Agreement, Seller represents, warrants, covenants and agrees:

13.1. Hazardous Substances. Based on Seller's actual knowledge (without duty to investigate), Seller has not used, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about the Property (or off-site of the Property that might affect the Property) or transported to or from the Property, any Hazardous Substance or allowed any other person or entity to do so. Seller has no actual knowledge (without duty to investigate) nor has Seller observed any questionable practice or conduct indicating that any Hazardous Substance has been used, generated, manufactured, produced, stored, released, discharged or disposed of on, under or above Property (or off-site of the Property that might affect the Property) or transported to or from the Property by any entity, firm or person, or from any source whatsoever.

13.2. Pre-closing Covenant. Seller will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under, above or about the Property (or off-site of the



Property that might affect the Property), or transport to or from the Property, any Hazardous Substance or authorize any other person or entity, including Seller's tenants, to do so, prior to the Closing.

13.3. Environmental Indemnity. Seller shall protect, indemnify, hold harmless and defend Buyer and its directors, officers, contractors, employees, agents, parents, subsidiaries, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to a breach of any representation, warranty, covenant or agreement contained in this Section 13 including, without limitation, (a) all consequential damages, and (b) the costs of any required or necessary repairs, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans. This indemnity shall exclude all loss, damage, costs, expense, or liability caused by actions of Buyer, its agents or independent contractors, and, notwithstanding anything to the contrary, shall not exceed Seven Thousand Five Hundred and no/100 dollars (\$7,500.00).

13.4. Definitions. For the purpose of this Section 13, the following terms shall be defined as provided below unless the context clearly requires a different meaning:

(a) "Environmental or Safety Law" means the Federal Water Pollution Control Act, the Clean Air Act, the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Superfund Amendment and Reauthorization Act, the Toxic Substances Control Act ("TSCA"), the Occupational Safety and Health Act, the Hazardous Materials Transportation Act, the Hazardous Materials Transportation Uniform Safety Act, the Oil Pollution Act of 1990, the Washington Water Pollution Control Act, the Clean Air Washington Act, the Washington Hazardous Waste Management Act ("HWMA"), the Washington Model Toxics Control Act ("MTCA"), the Washington Industrial Safety and Health Act, the Washington Worker and Community Right to Know Act, and the Washington Oil and Hazardous Substance Spill Prevention and Response Act, together with all regulations promulgated under any such authority, and any and all other federal, state, regional, local or international statutes, regulations, rules, ordinances, orders, court or regulatory agency directives, permits, licenses, governmental authorizations and common law causes of action that apply to (1) any hazardous substance or material regulated or restricted under CERCLA, RCRA, TSCA, MTCA, or the HWMA; (2) any other pollutant, contaminant, or waste; (3) the health or safety of persons; or (4) the protection of the environment or land use. "Environmental or Safety Law" includes past and future amendments and supplements.

(b) "Hazardous Substances" means any hazardous, toxic, or dangerous substance, waste, or material that is regulated under any Environmental or Safety Law.

14. Survival. The covenants, agreements, representations and warranties made in this Agreement shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof.



15. Entire Agreement. This Agreement contains the entire integrated agreement of the parties, including all of the covenants and conditions between the parties with respect to the subject matter of this Agreement, and supersedes all prior correspondence, agreements and understandings, both verbal and written. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by Seller and Buyer. The parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the parties.

16. Default; Remedies.
This Agreement pertains to the conveyance of real property, the unique nature of which is hereby acknowledged by the parties. Prior to Closing, if Seller breaches or defaults under this Agreement or any of the representations, warranties, terms, covenants, conditions or provisions hereof, Buyer's exclusive remedy shall be to terminate this Agreement upon written notice without liability to Seller. The Deposit, plus accrued interest if any, shall be returned to Buyer. 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. Nothing in this Agreement or in this Section 16 shall limit the Buyer's right to proceed with condemnation of the Property in the event of termination of this Agreement by Buyer or Seller.

17. Notices. All written notices required to be given pursuant to the terms hereof shall be either delivered personally or deposited in the United States mail, certified mail, return receipt requested, postage prepaid and addressed to the addresses listed below with copies to the parties listed after such address (if any):

SELLER:

Tahn Associates LLC
c/o Mrs. Clara Chen
18528 Brittany Drive SW
Normandy Park, WA 98166
Facsimile: _____ Telephone: (206) 244-3210

with a copy to:
Chianglin Law Firm, PLLC
2155 - 112th Avenue NE
Bellevue, WA 98004
Facsimile: 425-451-4318
Telephone: 425-451-4945
Attn: Steve Chianglin



BUYER:

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

The foregoing addresses may be changed by written notice to the other party as provided herein. Mailed notice properly given shall be deemed received two (2) days after deposit in the mail. Notice by personal delivery is effective upon receipt. Facsimile transmission of any signed original document or notice, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original, but is not effective until the recipient confirms receipt. At the request of either party, or the Escrow Holder, the parties will confirm facsimile transmitted signatures by signing an original document.

18. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Waivers. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

20. Construction. Captions are solely for the convenience of the parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. If the date on which Buyer or Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

21. Time. Time is of the essence of every provision of this Agreement.

22. Force Majeure. Performance by Seller or Buyer of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the party who is obligated to render performance (but excluding financial inability to perform, however caused).



23. Successors. The terms, conditions and covenants contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

24. Applicable Law. This Agreement shall be governed by the law of the State of Washington.

25. Expiration Date. This offer shall terminate if not accepted by Seller by 5:00 p.m. on June 18, 2013.

26. Lease of the Property for School Year 2012-1013. Buyer understands that Seller typically would lease the Property for the 2012-2013 school year by May or June 2012. Seller has agreed to accommodate Buyer's requirement that there be no leases affecting the Property on the Date of Closing. Consequently, if Buyer terminates the Agreement after July 30, 2012 Seller may have some difficulty finding tenants to lease the Property for the 2012-2013 school year. In consideration for Seller's covenant not to lease the Property for the 2012-2013 school year while this Agreement is in effect, Buyer agrees as follows: Notwithstanding anything to the contrary, if Buyer elects to terminate this Agreement after July 30, 2012 for any reason unrelated to failure of Seller to perform Seller obligations or to other Seller default or to changes to Seller representations or warranties, then Buyer shall pay monthly rent to Seller in the amount of \$3,200.00 per month beginning September 1, 2012 until Seller leases the Property or Buyer has paid in aggregate to Seller \$38,400, whichever first occurs. Seller shall document its diligence in attempting to lease the Property and shall deliver such evidence of due diligence to Buyer on a monthly basis. Failure of Seller to document and deliver to Buyer evidence of diligent efforts to lease the Property shall excuse Buyer from its monthly payment obligation.

27. Gift. Seller may desire to make a gift to Buyer to celebrate Seattle's sister city relationship with Kaohsiung, Taiwan. Seller understands that subject to Seattle Council approval, Buyer is willing to accept Seller's donation to pay for a standard park bench with a standard park plaque in honor of Kaohsiung, Taiwan. Seller further understands that the bench cannot be installed until such time as Buyer develops the Property as a park, which may not occur until several years after Closing. Buyer agrees to seek Seattle City Council authorization to accept the donation described above. During the park design process, Seller may offer Buyer an alternative gift celebrating the sister city relationship, but Buyer's acceptance of an alternative gift is subject to City and community design review and approval through a public process and Seattle City Council acceptance of the alternative gift.



BUYER:

THE CITY OF SEATTLE, A WASHINGTON MUNICIPAL CORPORATION

By: _____
Christopher Williams, Acting Superintendent of Parks and Recreation

SELLER:

TAHN ASSOCIATES L.L.C.

By: Clara Liu Chen, Manager

STATE OF WASHINGTON)
)
) SS
COUNTY OF KING)

On this ____ day of _____, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ Superintendent of Parks and Recreation of The City of Seattle, a Washington municipal corporation, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

[SEAL]

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

STATE OF WASHINGTON)
)ss
COUNTY OF KING)



On this ____ day of _____, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Clara Liu Chen, known to me to be the Manager of Tahn Associates LLC, a Washington limited liability company, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

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

[SEAL]

Exhibit List

Exhibit A	Legal Description
Exhibit B	Permitted Exceptions
Exhibit C	Existing Lease



Lise A. Ward
DPR Univ Dist Acq ORD ATT 1
June 12, 2012
Version #1

Exhibit A

LEGAL DESCRIPTION

Lots 48 and 49, Block 6, Lake View Addition to the City of Seattle, according to the plat thereof recorded in Volume 5 of Plats, page 34, in King County, Washington.



Lise A. Ward
DPR Univ Dist Acq ORD ATT 1
June 12, 2012
Version #1

Exhibit B

PERMITTED EXCEPTIONS

Special District Charges



Lise A. Ward
DPR Univ Dist Acq ORD ATT 1
June 12, 2012
Version #1

Exhibit C

Copy of Existing Lease
(on following pages)



RESIDENTIAL RENTAL AGREEMENT/SECURITY DEPOSIT RECEIPT

THIS AGREEMENT made this 29th day of April, 2011, between Tehn Associates (hereinafter called "Landlord") and Holly George, Stephanie Haire, Colleen Taylor, Katherine Rueda, Kuy-Gust, Annie Chung, Blayne Berryman, Fausto Rivera (regardless of number, hereinafter called "Tenant"), for rental Property located at 4227 9th Ave NE, in the City of Seattle, King County, Washington 98105.

1. **TERM:** The term of this Agreement shall be for a term of 12 months beginning the 1st day of September, 2011, ending the 31st day of August, 2012. Upon the expiration of the term hereof (check one) this Agreement shall revert to a month-to-month tenancy on the same terms and conditions as this Agreement except as may be amended by Landlord upon Thirty days' Written notice, (or) X this Agreement shall terminate and all Tenant's rights to occupy the premises shall cease without right to extend the term hereof.

2. **RENT:** Tenant shall pay monthly rent in the amount of Three Thousand Two Hundred Dollars (\$ 3200.00), payable in advance by the 1st day of each and every month during said term to Landlord at P.O. Box 75556, Seattle, Washington 98175, or any such other place that the Landlord may from time to time designate. Any rent unpaid by the due date is termed delinquent.

Without waiver of any rights or claims arising out of delinquent rent, including but not limited to issuance of a Three Day Notice to Pay Rent or Vacate immediately upon any rent delinquency, rent received on or after the 3rd of each month shall result in assessment against Tenant of a \$30 late payment charge plus \$10 each additional day thereafter rent remains delinquent. The late payment charge must be paid at the time the delinquent rent is paid. Any dishonored check shall be treated as rent unpaid and shall be subject to the afore mentioned late payment charge, plus a \$25 fee for special handling. Should Tenant submit a check which is dishonored or returned for insufficient funds, Tenant shall make any payment curing the default by cash or certified check.

If for reason of non-payment of rent the Landlord shall give a statutory Three (3) Day Notice to Pay rent or Vacate, or if Landlord shall lawfully issue any other notice permitted pursuant to RCW 59.12 et seq. or RCW 59.18 et seq., Tenant agree to pay in addition to the delinquent rent and late payment charges provide for above, the sum of \$30 for preparing and giving the notice.

3. **DEPOSIT:** Tenant agrees to pay the sum of \$ 3200.00 as a deposit for all purposes, including unpaid rent, damage, cleaning, late payment, utilities, keys and other charges. Tenant agrees the sum shall be deposited by Landlord in a trust account with Bank of America, who address is Northgate Plaza. The deposit does not limit Landlord's rights or Tenant's obligations hereunder. Tenant understand that all or a portion of the deposit may be retained by Landlord upon termination of tenancy and that a refund of any portion of the Deposit to the Tenant is conditioned as follows:

- Tenant shall have complied with all the conditions of this Agreement.
- Tenant shall occupy the Premises 12 months or longer, unless Landlord increased the monthly rent during the first months of this Agreement.
- If no cleaning charge is paid pursuant to paragraph #4 hereof, Tenant shall clean and restore the premise to its condition at the commencement of this tenancy as evidenced by the Inspection Checklist, which shall be considered a portion of this Agreement, less wear and tear from normal usage. Tenant agrees that soilage is not wear and tear from normal usage and agrees to professionally shampoo carpets and dry-clean drapes, as part of the cleaning and restoring the premise to its condition at the commencement of this tenancy.
- Tenant shall replace or repair any missing or damages personal property provided by the owner.
- If occupancy by Tenant is for less than a 12 month period, Tenant will be liable for the cost of any required painting, which shall be deducted from the deposit. Landlord and Tenant agree that the cost of said painting is \$ 200.00.
- Labor for cleaning and repairing the premises shall be at the rate of \$ 25 per hour, excepting labor performed by parties other than Landlord or agent.

4. **NON-REFUNDABLE CARPET CLEANING CHARGE:** Tenant agrees to pay the sum of \$, as a carpet cleaning charge, which sum shall not be refunded under any circumstances, Landlord shall have the right to proceed against Tenant to recover other costs for cleaning, painting, or repairs to the premises and replacement of lost or missing personal property, for which tenant is responsible, which exceed the amount of security deposit and/or cleaning charge.

5. **DAMAGE:** Tenant accepts the premises in its present condition and shall maintain the premises in a clean and orderly condition, including but not limited to appliances, plumbing, floor coverings and all personal property provided by Landlord, throughout the term of this Agreement and upon surrendering the premises to Landlord. It is the responsibility of Tenant to maintain all smoke detectors in operating condition. This provision shall not be construed as a waiver by Tenant of his or her legal rights.

6. **APPLIANCES:** The Landlord will be responsible for repair of Appliances supplied, unless damages is caused by Tenants neglect or malicious act.

7. **PLUMBING:** Resident shall be responsible for ensuring that all plumbing used by Resident flows freely and for any cost of clearing (other than structural reason, which is Landlord's responsibility). Residents shall not place anything in sink or bath drains other than water and in toilets, nothing other than water, human excrement and toilet paper. Resident shall not flush tampons (whether or not the box says they are toilet disposable), hair, Kleenex, food, paper towels, cat litter, etc. down the toilets.

8. **ASSIGNMENTS OR SUB-LETTING:** Tenant shall not assign this Agreement, sub-let the premises, give accommodations to any roomers or lodgers, or permit the premises to be used for any purpose other than as a private dwelling for the following named persons, Holly George, Stephanie Haire, Colleen Taylor, Katherine Rueda, Kuy-Gust, Annie Chung, Blayne Berryman, Fausto Rivera. All changes in occupancy require written approval of Landlord. In the event that Tenant contemplate a change in occupancy or marital status during the term of this Agreement, a new rental Agreement shall be drawn and signed by all occupants.

9. **UTILITY CHARGES:** Tenant agrees to pay all utilities, including but not limited to electricity, garbage, sewer, water, gas, natural gas, oil, and cable television used in or charged against the premises during the term of this agreement except: Tenants are Responsible for All Utility Usage Charge

Landlord / Agent Initial DC Tenant Initial CH, KH, BB, AC Page 1



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DAVID_CHEN

PAGE 02/06

10. **DELIVERY OF PREMISES:** If for any reason whatsoever Landlord does not deliver possession of the premises on the commencement of the term of this Agreement, rent shall be prorated until such time as Landlord tenders possession. In all other respects this Agreement shall remain in full force and effect and the term shall not be extended. In no event shall Landlord be liable to Tenant for damages caused by failure to deliver possession of the premises. If possession of the premises is not tendered within 10 days of the commencement of the term of this Agreement, Tenant may terminate this Agreement by giving written notice to Landlord, and any deposit paid by Tenant to Landlord shall be refunded to Tenant.

11. **PETS AND ANIMALS:** Tenant shall not maintain any pets or animals upon the premises, nor allow visitors or guests to maintain pets or animals without the prior written consent of the Landlord, other than: No Pet

12. **ATTORNEYS FEES:** In the event any action, suit or proceeding is instituted to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys fees and court costs incurred. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. It is agreed that venue for any legal action brought to enforce the terms of this Agreement shall be in the District or Superior Court with jurisdiction over the area in which the premises are located.

13. **NON-WAIVER OF BREACH AND SEVERABILITY:** The failure of Landlord to insist upon the strict performance of any term of this Agreement or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such term or Agreement but shall remain in full force and effect. In the event that any one or more of provisions contained in this Agreement shall for any reason be held invalid in any respect, such provisions shall be modified to the extent necessary to make it valid and enforceable and the invalidity shall not effect any other provision of this Agreement, the balance of which shall be construed as if such invalid provision had never been contained herein.

14. **MEDIATION/ARBITRATION OF DISPUTES:** If a dispute arises between Landlord and Tenant as to the terms, conditions, or performance of this Agreement, other than the judicial enforcement of any notice given by Landlord to Tenant pursuant to RCW 59.12.040, instead of going to court, Landlord and Tenant agree to mediate the dispute through the Landlord-Tenant Coalition or other neutral third party. The purpose of this arbitration agreement is to provide an inexpensive and effective manner for Landlord and Tenant to resolve any problem between themselves.

15. **WATER HEATER:** The State of Washington requires that upon occupancy, the Temperature control in an accessible domestic hot-water heater within a rental dwelling be set not higher than a 120 degrees Fahrenheit. Tenant acknowledges that, if accessible, Tenant has inspected the hot-water heater and to the best of Tenant's knowledge does not believe it to be set higher than 120 degrees Fahrenheit.

16. **STORAGE AND PARKING:** The premises let pursuant to this Agreement include parking space _____ and storage locker _____. All Tenant's obligations pursuant to this Agreement shall extend to said storage locker and/or parking space(s). If Tenant elects to store personal property on the premises, Tenant recognizes that he or she does so at his or her own risk, and hereby releases Landlord and agent from any and all claims for damages arising out of the loss or damage to goods in storage for whatever reason.

17. **INSURANCE ON PERSONAL PROPERTY:** Landlord recommends that Tenant obtain renter's insurance, as the Landlord is not liable for any loss or damage to Tenant's personal property. Tenant recognizes that he or she is responsible for all damage caused the premises, including glass breakage, and shall be responsible for replacement thereof, regardless of whether the breakage or damage was caused voluntarily, involuntarily, from vandalism, or from malicious mischief.

18. **TENANT'S OBLIGATIONS.** Tenant agrees as follows:

- a) To pay all rent and other charges promptly when due or assessed, including utilities for which Tenant is responsible. Tenant agrees to submit to Landlord upon demand, proof that any utilities, assessments or charges have been paid;
- b) Tenancy shall terminate at 11:00 p.m. on the last day of tenancy. It is Tenant's obligation to have the unit vacant and thoroughly cleaned by that hour;
- c) To keep the premises in a clean and sanitary condition;
- d) Not to do or keep anything in or about the premises which will increase the present insurance rate thereon. Tenant agrees to reimburse Landlord for any increase that might occur for violation of this rule;
- e) To properly dispose of all rubbish, garbage, and other waste at reasonable and regular intervals and to assume all costs of extermination and fumigation for infestation caused by Tenants;
- f) Not to intentionally or negligently destroy, deface, damage, repair or remove any part of the structure or dwelling, including the facilities, equipment, furniture, furnishings, locks and appliances, or permit any member of Tenant's family, invitee, licensee, or any person under Tenant's control to do so, and agrees to notify Landlord of any such damage that occurs;
- g) To repair at Tenant's expense any damage to the premise caused by Tenant's acts or neglect within the time period provided by written notice from Landlord requiring such repairs;
- h) To permit Landlord, his or her agents, employees, or representatives to enter the premises at reasonable times after notice as provided in the Residential Landlord-Tenant Act;
- i) To permit Landlord to show the premises to prospective Tenants after notice as required by the Residential Landlord-Tenant Act;
- j) To permit Landlord to display "for rent" or "for sale" signs at any time during a tenancy;
- k) Not to install a water bed without the prior written approval of Landlord; if permission is granted to use a waterbed, Tenant shall obtain an insurance policy to protect Landlord from any damage which may be caused thereby;
- l) Not to make any alterations, additions, painting or improvements to the premises, including changing or adding additional door locks, without the prior

Landlord / Agent Initial DC, Tenant Initial LT, HG, SH, KE, AC, BB Page 2



written approval of Landlord. In the event such consent is given, all such alterations, additions or improvements shall be made at the sole expense of Tenant and shall become the property of Landlord. They shall remain in and be surrendered with the premises as a part thereof at the termination of this Agreement.

- m) To notify Landlord immediately in writing of any necessary repairs or damage to the premises;
- n) To conform to the rules and regulations adopted by Landlord which supplement this Agreement. Landlord's rules and regulations may be modified upon 30 days' written notice;
- o) To comply with all laws and ordinances and the directions of all proper officers in relation thereto;
- p) To comply with all pool and/or recreation facility rules as posted;
- q) Not to install any wires, cables or serials for radio or television purposes on the roof or other parts of the building without written permission by Landlord.
- r) If applicable, the laundry room shall be cleaned after each use. Laundry facilities shall not be used by non-tenants or for take-in laundry for income.
- s) Not to throw anything from windows and/or balconies;
- t) Not to use tacks, nails or adhesive holders on walls or woodwork without written permission of Landlord. Damage resulting from any violation must be paid by Tenant.
- u) Not to permit unauthorized occupants on the premises. Tenant may have guests stay a maximum of 7 Days without authorization by Landlord. When authorized in writing by Landlord, additional occupants shall be subject to a per day charge of \$ 25.00.
- v) Not to store bicycles or other personal effects in halls, stairways, laundry-room, or other public areas, other than those specifically designated by Landlord;
- w) To maintain smoke detection devices, including replacement of batteries, if applicable. Any Tenant failing to comply can be fined up to \$200.00 in accordance with RCW 48.40.140 and WAC 212/10;

If the dwelling which is the subject of this Agreement is a single family residence, or if by agreement of Landlord and Tenant the dwelling is of such a type to require additional obligations of Tenant as acknowledged herein (Landlord's / Agent's Initial CT Tenant's Initial ST HK BB AC), the following shall also apply;

- a) To provide and maintain receptacles for garbage and trash, and to contract for collection of the same;
 - b) To mow and water the grass and lawn, and keep the grass, lawn, flowers and shrubbery in good order and condition, and to keep the sidewalks or path surrounding the premises free and clear of all obstructions, snow and ice;
 - c) To use due precaution against freezing of water pipes and waste pipes and stoppage of same in and about the premises. In the event the water pipes or waste pipes are frozen or become clogged by reason of neglect of Tenant, Tenant agrees to repair same at Tenant's expense, as well as all damage caused thereby.
19. **DESTRUCTION OF PREMISES:** If the premises are destroyed or damaged by fire, the elements, or other causes to an extent rendering the same untenable, the term of this agreement shall cease, without liability of either party to the other for termination of this tenancy.
20. **TERMINATION OF TENANCIES:** If this is a month-to-month tenancy, termination shall be by written notice of at least twenty (20) days before the end of any monthly rent period, given by either party to the other. If Resident vacates the premises prior to the expiration hereof or without notice as required by this paragraph, Resident shall be liable for additional rent as provided for by RCW 59.18.310. Any notice of termination must provide for the vacation of the premises by all occupants unless otherwise agreed to by Landlord in writing.
21. **SUMMARY OF FUNDS RECEIVED:**

Items	Charge	Payment	Owing
First months rent	3200.00		
Last months rent (if applicable)			
Non-refundable fees			
Security deposit	3200.00		
Total	6400.00		

22. **ADDITIONAL TERMS OR AGREEMENTS:** # of Keys Given: 7 Entrance Keys X Bedroom Keys 0 Mailbox Keys. All Keys shall be return at the end of the lease. There is a \$25.00 per key charge for lost or unreturned keys.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.
Landlord: Tahn Associates
By Landlord, Manager or Agent: [Signature]

Tenant(s): [Signature] Holly George
Stephanie Davis
Carla [unclear]
[Signature] 10/23/11

Landlord / Agent Initial DS Tenant Initial CT HK ST HK BB AC Page 3



STATEMENT OF CONDITION
AND CLEANLINESS AND EXISTING
DAMAGE TO PREMISES AND FURNISHINGS

The premises contain the following defects, damages and physical conditions at the commencement of the tenants' occupancy:

1. Walls: NAIL & SCREW HOLES
2. Floors: SCRACHES
3. Countertops: ONE POT BURN MARK
4. Carpets: BSMT BR#1 CARPET STAINS, CARPET IS DAMAGED
BR #4 CARPET STAINS
5. Drapes:
6. Windows: ONE CRACKED GLASS 5"X10" IN DINING ROOM.
2" CORNER CRACK ON MAIN FLOOR BATHROOM WINDOW.
BSMT BR #1 TWO CRACKED WINDOW GLASS.
7. Doors: BSMT BR #1 MISSING CLOSET DOOR.
BSMT FURNACE DOOR IS DAMAGED, HALLWAY CLOSET DOOR DAMAGED
BSMT-BR-#3 DOOR OFF TRACK. (FIXED)
8. Furniture:
9. Appliances: REFRIGERATOR DOOR SHELF TWO RAILS BROKEN
CRACKS ON SHELVES.
10. Plumbing, heating, electrical:
11. Yard, plants, shrubbery:
12. Other: BSMT SMOKE DETECTORS DOESN'T HAVE BATTERY. (FIXED)
2-DAMAGED SMOKE DETECTORS (FIXED)

Dated: 09/11/2009

I acknowledge receipt of a copy hereof.

Landlord

Tenant(s)

By _____

Landlord / Agent Initial PC, Tenant Initial CT AG AL KK BB AC Page 4



Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement
Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (Initial)

(c) PK Lessee has received copies of all information listed above.

(d) PK Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (Initial)

(e) PK Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Tahn Associates</u>	<u>04/29/2011</u>	<u>Holly George</u>	<u>04/29/11</u>
Lessor	Date	Lessee	Date
<u>PK</u>	<u>04/29/11</u>	<u>Stefan R. R.</u>	<u>4/29/11</u>
Lessee	Date	Lessee	Date
<u>David Chen</u>	<u>04/29/2011</u>	<u>Karen K.</u>	<u>29/4/11</u>
Agent	Date	Lessee	Date
<u>David Chen</u>	<u>10/20/11</u>		

Blayne Beupman 5/7/11
Lessee



Acknowledgement of Pamphlet Reception

Lessee's Acknowledgement (initial)

- a) Lead Pamphlet. HC, SH, KK, CT, AC, BB, JR
- b) Mold Pamphlet. HC, SH, KK, CT, AC, BB, JR
- c) Code Compliance CAM 604
(Seattle Laws on Property Owner and Tenant Rights and Responsibilities) HC, SH, KK, CT, AC, BB, JR
- d) Code Compliance CAM 607
(Seattle's Rental Agreement Regulation Ordinance) HC, SH, KK, CT, AC, BB, JR

Meter Reading

	<u>Meter Number</u>	<u>Reading</u>	<u>Date Read</u>
Gas:			
Electric:			
Water:			
Garbage Can Size:	(13 gal, 18 gal, 32 gal, 64 gal, 96 gal)		
Food Scrap/Yard Waste Service:	(13 gal, 32 gal, 96 gal) Requires One Year Commitment.		
Transfer Name:			

Landlord / Agent Initial DL Tenant Initial HC, SH, CT, KK, AC, BB, JR Page 5



FISCAL NOTE FOR CAPITAL PROJECTS ONLY

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Parks and Recreation	Donald Harris/684-8018	Amy Williams/233-2651

Legislation Title: AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the acquisition of real property commonly known as 4257 – 9th Avenue Northeast; authorizing acceptance and recording of the deed for open space, park, and recreation purposes; authorizing acquisition by condemnation; increasing appropriations to the Department of Parks and Recreation in the 2012 Adopted Budget; and ratifying and confirming certain prior acts; all by a three-fourths vote of the City Council.

Summary and background of the Legislation: On November 4, 2008, Seattle voters approved a six-year property tax levy, the 2008 Parks and Green Spaces Levy (Levy), for the purpose of improving and expanding the City's parks and green spaces. The Levy included an acquisition category calling for the City to acquire neighborhood park properties and green space properties in areas with park and open space gaps. The attached proposed Council Bill authorizes the Department of Parks and Recreation (DPR) to acquire a 5,000 square-foot property, currently improved with a single-family residence rented out to students; or by condemnation should the property owner fail to meet the terms of the agreement. The legislation authorizes the acceptance of the deed to the subject property for open space, park, and recreation purposes.

The proposed acquisition will fill an identified open space gap in the University District Urban Center Village, and will help satisfy the goal to provide parks within walking distance for residents in and around urban villages. This is a key planning goal included in both Seattle's Parks and Recreation 2006 Development Plan and 2006 Open Space Gap Report Update, and Seattle's Parks and Recreation 2011 Development Plan. The property will not be developed as a park until additional funding is available for that purpose.

The property is currently being leased to a group of college students, a use which poses liability for the City if it were to continue after acquisition. The owner has agreed not to enter into a new lease for the property for the 2012-2013 school year, and to allow the current lease to lapse as scheduled on August 31, 2012, if the City can close the acquisition no later than September 7, 2012. Because the owner has agreed not to enter into a new lease for 2012-2013 (if not for the City's request, the owner would already have signed a new lease), the City has tentatively agreed to compensate for the lost income by paying \$3,200 a month in rent until the owner is able to rent the property, or for one year, whichever comes first, if the City elects to terminate the real estate purchase and sale agreement after July 30, 2012. After the acquisition closes, the City will begin the demolition permit process to remove the building from the site, with demolition to occur in 2013.



Project Name:	Project I.D.:	Project Location:	Start Date:	End Date:
Neighborhood Park Acquisitions – 2008 Parks Levy	K730010	4257 – 9 th Avenue Northeast	July 2011	September 2013

☐ This legislation creates, funds, or anticipates a new CIP Project.

☐ This legislation does not have any financial implications.

☒ This legislation has financial implications.

Appropriations:

Fund Name and Number	Department	Budget Control Level*	Existing 2012 Appropriation	New 2012 Appropriation (if any)	2013 Anticipated Appropriation
2008 Parks Levy Fund (33860)	Parks and Recreation	K720010	\$0	\$967,617	\$0
TOTAL			\$0	\$967,617	\$0

Appropriations Notes: The City has been tentatively awarded \$500,000 in 2012 King County Conservation Futures to offset acquisition costs. These funds require a 50% match and are paid on a reimbursement basis. If the Conservation Futures grant is received, the 2008 Parks Levy Fund will be reimbursed by \$500,000.

Spending Plan and Future Appropriations for Capital Projects:

Spending Plan and Budget	2011	2012	2013	2014	2015	2016	Total
Spending Plan	27,383	842,617	125,000	0	0	0	995,000
Current Year Appropriation							
Future Appropriations		967,617	0	0	0	0	967,617

Spending Plan and Budget Notes: The current budget for this project is \$995,000 (\$27,383 expended prior to 2012). The purchase price is estimated to be \$795,000, with an additional budget of \$200,000 for administrative time, title insurance and closing costs, environmental testing, survey, demolition of the existing building after tenants vacate, etc. The projected 2013 expenses are for building demolition.

Funding Source:

Funding Source (Fund Name and Number, if applicable)	2011	2012	2013	2014	2015	2016	Total
2008 Parks Levy Fund (33860)	27,383	967,617	0	0	0	0	995,000
TOTAL	27,283	967,617	0	0	0	0	995,000

Funding Source Notes:

Bond Financing Required: N/A

Type	Amount	Assumed Interest Rate	Term	Timing	Expected Annual Debt Service/Payment
TOTAL	N/A	N/A	N/A	N/A	N/A

Bond Notes:

Uses and Sources for Operation and Maintenance Costs for the Project:

O&M	2012	2013	2014	2015	2016	2017	Total
Uses							
Start Up							
On-going	\$400	\$3,286	\$3,772	\$3,847	\$3,924	\$4,003	19,232
Sources (itemize)							
Park & Recreation Fund (10200)	\$400	\$3,286	\$3,772	\$3,847	\$3,924	\$4,003	19,232

Operation and Maintenance Notes: The new facility O&M estimates reflect the costs to care for the parcel after the house has been demolished. The maintenance work will include litter and trash pick-up, installation and repair of regulatory signs, graffiti removal, hydroseeding turf and irrigation. There is also a legal requirement to test water lines. The O&M numbers listed above assume a 2% inflation rate in each successive year. 2012 costs will be covered with existing budget. No new appropriation is being requested for maintenance costs as part of this legislation but will be included in annual operating budget submittals.

Periodic Major Maintenance Costs for the Project: N/A

Major Maintenance Item	Frequency	Cost	Likely Funding Source
TOTAL	N/A	N/A	N/A

Funding sources for replacement of project: As real property, this acquisition will not be subject to replacement.



**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	2012 Positions	2012 FTE	2013 Positions **	2013 FTE **
TOTAL	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Position Notes:

Do positions sunset in the future? Not applicable.

Other Implications:

- a) **Does the legislation have indirect financial implications, or long-term implications?**
The 2008 Parks and Green Spaces Levy provides funding for acquisition of new properties to fill gaps in urban villages. Funding has not been identified to develop and maintain the future expanded park; therefore, DPR is "land-banking" the site, by maintaining the existing site, post-demolition, with minimal operations funding.
- b) **What is the financial cost of not implementing the legislation?** If this property is not acquired, there will be a delay in achieving one of the goals of the Neighborhood Parks Acquisitions category of the 2008 Parks Levy Ordinance, which is acquiring property and expanding open space in the University District Urban Center Village. This delay and further staff costs to meet this goal with another property would consume additional resources from the 2008 Parks Levy Fund. Additionally, the target site would likely be redeveloped with higher density housing at some point in the future, thereby eliminating its possibility for development as an expanded neighborhood park.
- c) **Does this legislation affect any departments besides the originating department?**
No.
- d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** The scope of this project is to expand the size of the existing Christie Park. The Department could try to find another acquisition opportunity in the same area, but to do so would require spending additional resources and would delay the goal for park acquisition in this underserved area as called for in the 2008 Parks Levy. As stated, the target site would likely be redeveloped with higher density housing at some point in the future, thereby eliminating its possibility for development as an expanded neighborhood park.
- e) **Is a public hearing required for this legislation?** No.



- f) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?** Yes. Publication of notice is a required step for authorization of condemnation. Notices will be published in both *The Daily Journal of Commerce* and *The Seattle Times* before final action by the City Council, as required by State Law.
- g) **Does this legislation affect a piece of property?** Yes.
- h) **Other Issues:** None.

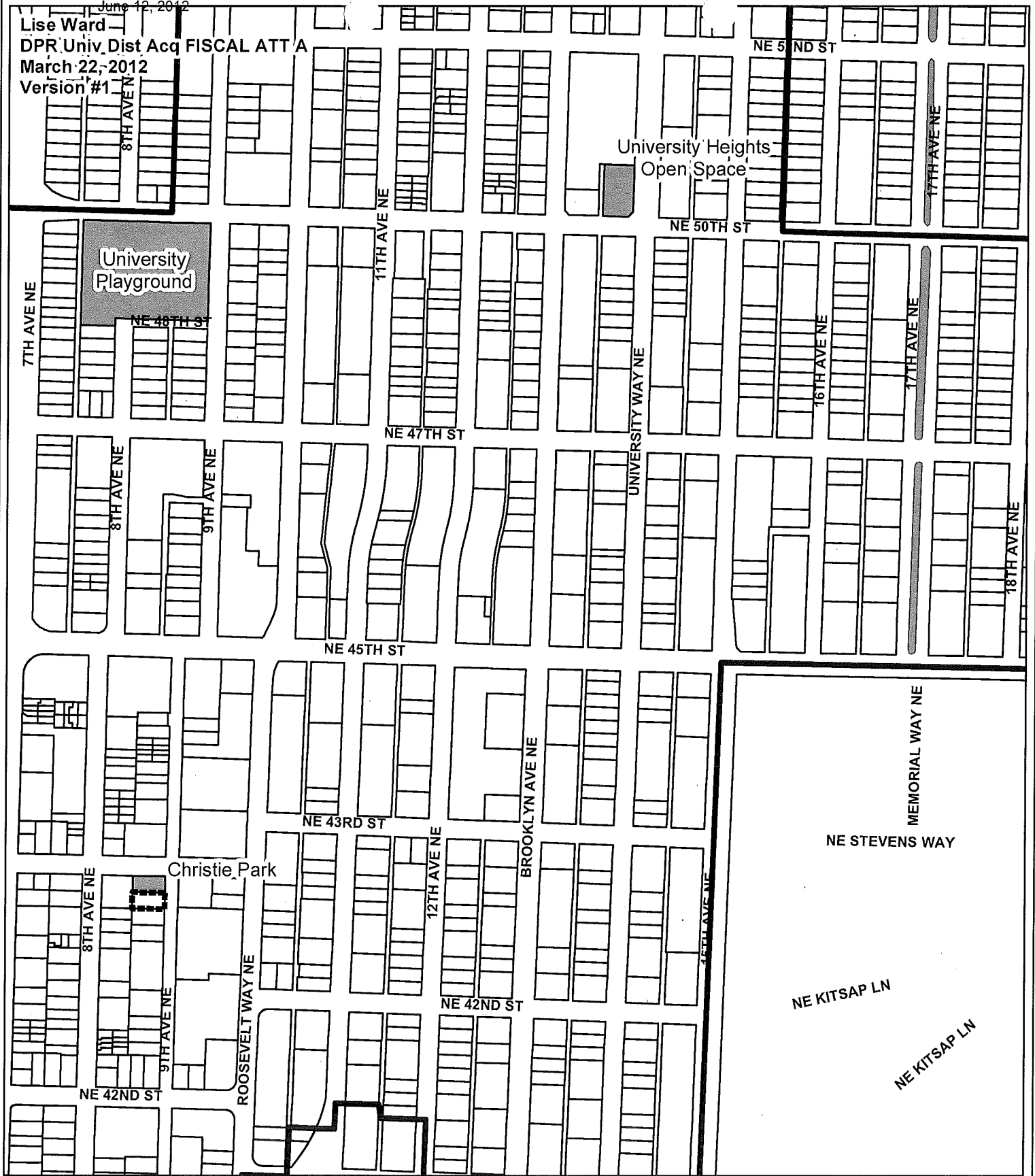
List attachments to the fiscal note below:

Attachment A: Map of University District Urban Center Village – Proposed Christie Park Addition – 4257 – 9th Ave NE

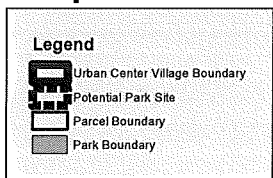


Attachment A

Lise Ward
DPR Univ Dist Acq FISCAL ATT A
March 22, 2012
Version #1



University District Urban Center Village Proposed Christie Park Addition - 4257 9th Ave NE



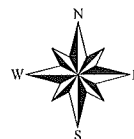
200 0 200



Feet

1 inch = 400 feet

ATT A to DPR Univ Dist Acq FISC



©2012, CITY OF SEATTLE
All rights reserved.

No warranties of any sort, including
fitness, accuracy, or merchantability
accompany this product.

Map date: March 26, 2012

File: v:\Project\MISC\2008 Parks and Greenspace Levy\Acquisitions\University District\University District - leg's (P-ansi a).mxd



City of Seattle
Office of the Mayor

July 10, 2012

Honorable Sally J. Clark
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Clark:

I am transmitting the attached proposed Council Bill that authorizes the purchase of a 5,000 square-foot property located at 4257 – 9th Avenue NE, adjacent to Christie Park, in the University District Urban Center Village. This acquisition is funded by the 2008 Parks and Green Spaces Levy (Levy). The property identified in this legislation is well-suited for development as an addition to the existing park and will serve an area that currently needs additional open space as identified in Seattle's 2006 Open Space Gap Report Update and Seattle's Parks and Recreation 2011 Development Plan. The property will not be developed into a Park until funding is available. The interim maintenance costs are minimal, and will be funded with existing budget.

Parks and Recreation staff presented two offers to the property owner, based on an appraisal of the property, prior to the seller's acceptance of a third offer. While we have an agreement, if it is necessary to acquire the property through condemnation to ensure the seller follows through as negotiated, this legislation provides that authority.

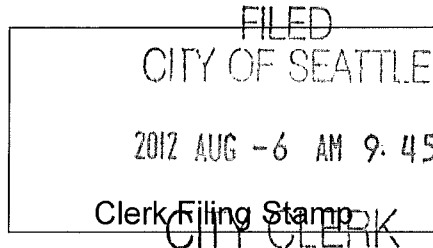
The property acquisition authorized by this legislation achieves one of the goals of the Neighborhood Parks Acquisitions category of the 2008 Parks Levy Ordinance, which is to acquire property and expand open space in the University District Urban Center Village. Thank you for your consideration of this legislation. Should you have questions, please contact Donald Harris at 684-8018.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council





**CERTIFICATE OF MAILING AND PUBLICATION OF NOTICE FOR
Council Bill 117526**

I, Lise A. Ward, Senior Real Property Agent, hereby certify as follows:

(Check all that apply below.)

- X 1. On the 18th day of July, 2012, I mailed via US Postal Service Certified Mail a
☒ notice of condemnation or
☐ other _____,
a true and correct representative copy of which is attached and designated as
Attachment A, to those persons whose names and addresses appear on the
attached list as Attachment B.
- X 2. For condemnation legislation: The notice designated in Attachment A constitutes
adequate notice to property owners, pursuant to RCW 8.12 and 8.25, that the
City may take final action to authorize condemnation of the subject property.
- X 3. The notice designated in Attachment A was published in the Seattle Times on
July 25, 2012 and July 30, 2012 and the Daily Journal of Commerce on July 25,
2012 and August 2, 2012.
- X 4. This Certificate of Mailing and Publication and complete Attachments A and B
are hereby filed with the City Clerk of the City of Seattle.

Dated this 2nd day of August, 2012.

The City of Seattle, Washington

Lise A. Ward

Lise A. Ward
(Signature)

Senior Real Property Agent

Department of Parks and Recreation

(206) 733-9106

ATTACHMENT A



City of Seattle
Parks and Recreation

BY CERTIFIED MAIL

July 18, 2012

Tahn Associates LLC
18528 Brittany Drive SW
Normandy Park, WA 98166

Clara Chen
18528 Brittany Drive SW
Normandy Park, WA 98166

Steve Chianglin
Chianglin Law Firm, PLLC
2155 - 112th Avenue NE
Bellevue, WA 98004

**Notice of Seattle City Council Final Action to Adopt an Ordinance Authorizing
Condemnation (Eminent Domain) of real property located 4257 9th Ave NE in the City
of Seattle, Washington (King County Tax Parcel No. 409230-1530)**

Dear Property Owner:

The purpose of this Notice is to inform you that the City of Seattle City Council is expected to vote to approve an ordinance authorizing the acquisition of your real property rights located at 4257 9th Avenue NE in the City of Seattle (King County of Tax Parcel No. 409230-1530). A copy of the proposed ordinance and a map depicting the project location are enclosed for your information.

This ordinance if adopted will contain authorization for the City to use condemnation to acquire your property as part of the Seattle Parks & Green Spaces Levy Acquisition Project.

You are identified by the tax rolls of King County as the owner of property affected by this legislation. The City is required by RCW 8.25.290 to provide each property owner affected by the ordinance with formal written notice before the City takes final action authorizing condemnation of property. The time, date, and place of the final action to approve the ordinance are described below.

Lise A. Ward, Senior Real Property Agent
Parks and Recreation
800 Maynard Avenue South
Third Floor
Seattle, WA 98134

Tel (206) 733-9106
Fax (206) 233-7038
TDD (206) 233-7061
lise.ward@seattle.gov

Tahn Associates, LLC

July 18, 2012

Page Two

The City will take public comment and discuss the ordinance at the Seattle City Council Parks and Neighborhoods Committee as a regular part of the committee meeting beginning at 9:30 a.m. on Thursday, August 2, 2012, in the City Council Chambers, located at 600 4th Avenue, 2nd Floor, Seattle, WA. The Council's chambers and offices are physically accessible; and print and communications accesses are provided on request. Call 206-684-8888 (TDD: 206-233-0025) for further information.

If you attend the meeting, you will have the opportunity to express your views on the ordinance during the public comment period. You may also submit comments in writing to Committee Chair Sally Bagshaw at sally.bagshaw@seattle.gov or mail to Sally Bagshaw; Seattle City Council, 600 4th Avenue; Seattle, WA 98104.

If you have questions about the committee meeting format, the agenda for the meeting, or the public comment section, please contact Jan Bultmann of Councilmember Bagshaw's office at (206) 684-5326, or visit the Parks and Neighborhoods Committee's website at the following address: http://www.seattle.gov/council/com_assign.htm#parks. If the Committee approves the ordinance, it will be forwarded to the full City Council for final action.

Final Action

Should the Parks and Neighborhoods Committee pass the Council Bill on to the City Council, the ordinance authorizing condemnation of your property will be presented for final action (adoption) to the Seattle City Council on August 6, 2012, 2:00 p.m., in the City Council Chambers, located at 600 4th Avenue, 2nd Floor, Seattle, WA. After approval of the ordinance the City of Seattle will be authorized to acquire your property for the Parks & Green Spaces Levy Acquisition Project through negotiation or may use its powers of eminent domain to condemn your property.

Please contact the undersigned at (206) 733-9106 with any questions.

Thank you.

Lise A. Ward
Senior Real Property Agent

Enclosure

cc: Councilmember Sally Bagshaw

CITY OF SEATTLE
ORDINANCE _____
COUNCIL BILL _____

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the acquisition of real property commonly known as 4257 – 9th Avenue Northeast; authorizing acceptance and recording of the deed for open space, park, and recreation purposes; authorizing acquisition by condemnation; increasing appropriations to the Department of Parks and Recreation in the 2012 Adopted Budget; and ratifying and confirming certain prior acts; all by a three-fourths vote of the City Council.

WHEREAS, by Resolution 31055 the City Council created the Parks and Green Spaces Levy Citizen's Advisory Committee to ensure citizen participation in the development of a potential package of parks, open space, boulevards, trails, green infrastructure, and recreation projects, and a proposed set of options to fund the package; and

WHEREAS, the Parks and Green Spaces Levy Citizens' Advisory Committee, after being duly appointed and after spending many hours in open meetings and receiving public testimony and deliberating on the levy, voted by a strong majority to recommend that the City Council place a \$145.5 million six-year levy proposal for park purposes before the voters of Seattle; and

WHEREAS, in response to this recommendation, the City Council passed Ordinance 122749, placing Proposition 2, the 2008 Parks and Green Spaces Levy, before the voters of Seattle; and

WHEREAS, the 2008 Parks and Green Spaces Levy was approved by Seattle voters on November 4, 2008; and

WHEREAS, Ordinance 122749 identifies the University Urban Center Village (sic) for a potential neighborhood park acquisition; and

WHEREAS, the Department of Parks and Recreation considers the University District Urban Center Village as significantly underserved with quality open space, and the area is, therefore, a priority area for additional acquisitions for parks and open space; and

WHEREAS, the City has determined that the purchase of the property at 4257 – 9th Avenue Northeast, adjacent to Christie Park will, after development, double the size of the existing park and meet the criteria to address open space needs established in Seattle's Parks and Recreation 2006 Development Plan, Seattle's 2006 Open Space Gap Report Update, and Seattle's Parks and Recreation 2011 Development Plan, and that it is in the

public's best interest to acquire the same for open space, park, and recreation purposes;
NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That public convenience and necessity require that the following described real property, situated in the City of Seattle, County of King, State of Washington, and commonly known as the property at 4257 - 9th Avenue Northeast ("Property"), together with all rights, privileges, and other property pertaining thereto, be acquired for open space, park, and recreation purposes:

Lots 48 and 49, Block 6, Lake View Addition to the City of Seattle, according to the plat thereof recorded in Volume 5 of Plats, page 34, in King County, Washington.

Section 2. The Superintendent of Parks and Recreation ("Superintendent"), or his or her designee, is authorized, on behalf of the City of Seattle, to acquire the Property substantially in accordance with the terms and conditions of the Purchase and Sale Agreement attached hereto as Attachment 1 ("Agreement") for the purchase price of Seven Hundred Ninety-five Thousand and no/100-Dollars (\$795,000.00). The Superintendent or his designee is authorized to execute such additional documents as he deems necessary or desirable to accomplish acquisition of the Property, including, without limitation, such consents, approvals, extensions of time, and minor amendments of the Agreement as he shall deem appropriate to carry out the intent of this ordinance. Upon delivery of the statutory warranty deed for the Property, the Superintendent or his designee is authorized to accept the deed on behalf of the City of Seattle by attaching to the deed his written acceptance thereof, and to record the same. The Property shall be accepted for

open space, park, and recreation purposes, and placed under the jurisdiction of the Department of Parks and Recreation.

Section 3. The Seattle City Attorney is authorized to commence and prosecute proceedings in the manner provided by law to condemn, take, damage, and appropriate the Property in fee simple, after just compensation has been made or paid into court for the owners thereof, in the manner provided by law; and to stipulate for the purposes of minimizing damages.

Section 4. To pay for the Property and for necessary related costs and expenses, the appropriation for the following in the 2012 Adopted Budget is increased from the funds shown, as follows:

Fund	Department	Capital Improvement Program: Program (Number)	Amount
2008 Parks Levy Fund (33860)	Parks and Recreation	2008 Parks Levy -- Neighborhood Park Acquisition (K720010)	\$967,617

Section 6. Any acts consistent with the authority and prior to the effective date of this ordinance are hereby ratified and confirmed.

1 Section 7. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by a three-fourths (3/4) vote of all the members of the City Council the ____
5 day of _____, 2012, and signed by me in open session in authentication
6 of its passage this ____ day of _____, 2012.

7
8 _____
9 President _____ of the City Council

10
11 Approved by me this ____ day of _____, 2012.

12
13 _____
14 Michael McGinn, Mayor

15
16 Filed by me this ____ day of _____, 2012.

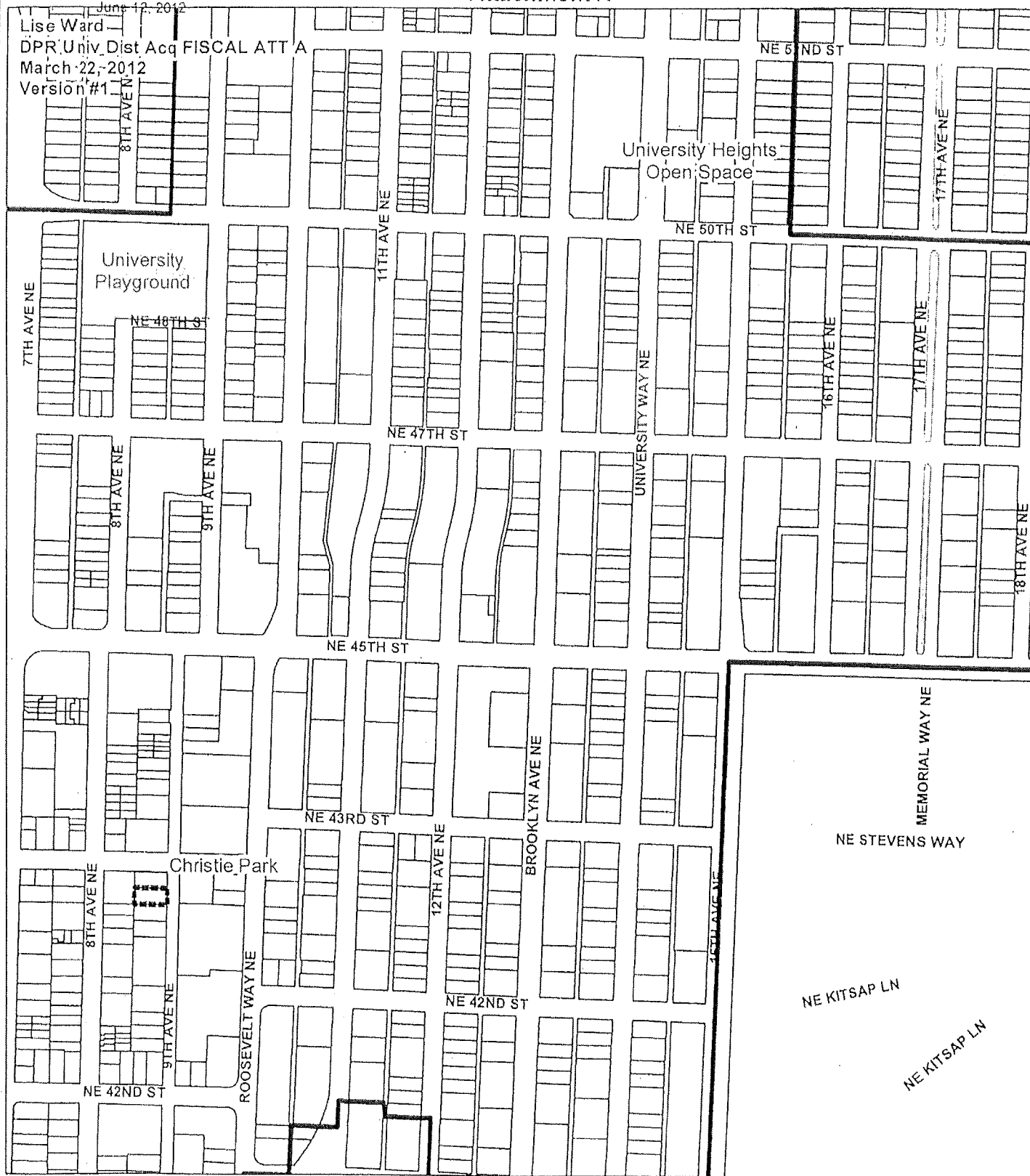
17
18 _____
19 Monica Martinez Simmons, City Clerk

20 (Seal)

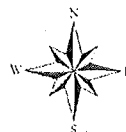
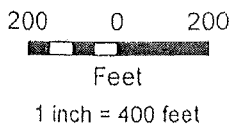
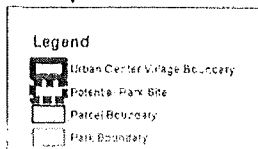
21 Attachment 1: Purchase and Sale Agreement
22
23
24
25
26
27
28

Attachment A

Lise Ward
DPR Univ Dist Acq FISC ATT A
March 22, 2012
Version #1



University District Urban Center Village Proposed Christie Park Addition - 4257 9th Ave NE



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All rights reserved.

No warranties of any sort, including
fitness, accuracy, or merchantability
accompany this product

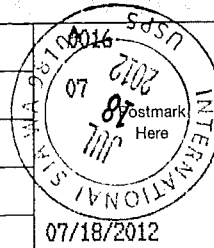
Map Date: 10/15/2012

ATTACHMENT B

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

SEATTLE WA 98166

Postage	\$	\$1.10
Certified Fee		\$2.95
Return Receipt Fee (Endorsement Required)		\$2.35
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$6.40



Sent To TAHO ASSOCIATES LLC
 Street, Apt. No.,
 or PO Box No. 18500 BELLEVUE BLVD SW
 City, State, ZIP+4 BEHAVIOR PARK, WA 98166

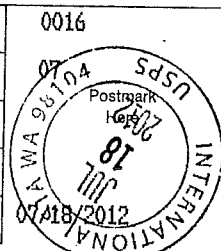
PS Form 3800, January 2001

See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

SEATTLE WA 98166

Postage	\$	\$1.10
Certified Fee		\$2.95
Return Receipt Fee (Endorsement Required)		\$2.35
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$6.40



Sent To CHAZA CHEN
 Street, Apt. No.,
 or PO Box No. 18500 BELLEVUE BLVD SW
 City, State, ZIP+4 BEHAVIOR PARK, WA 98166

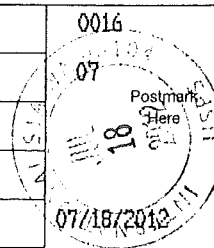
PS Form 3800, January 2001

See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

BELLEVUE WA 98004

Postage	\$	\$1.10
Certified Fee		\$2.95
Return Receipt Fee (Endorsement Required)		\$2.35
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$6.40



Sent To STEVE CHANELLIN / CHANELLIN
 Street, Apt. No.,
 or PO Box No. 2155 10TH AVE NE
 City, State, ZIP+4 BELLEVUE WA 98004

7001 2510 0001 2690 1513

7001 2510 0001 2690 1506

7001 2510 0001 2690 1520

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

THIN ASSOCIATES LLC
1505 S. BENTLEY DR SW
ALBUQUERQUE, NM 87106

2. Article Number
(Transfer from service label)

7001 2510 0001 2690 1513

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

7/20

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CLARA CHEN
18505 RICHMAN DR SW
ALBUQUERQUE, NM 87106

2. Article Number
(Transfer from service label)

7001 2510 0001 2690 1506

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

7/20

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

STONE CHINA
1505 S. BENTLEY DR SW
ALBUQUERQUE, NM 87106

2. Article Number

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

Alyssa Stout

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

LOCALLY OWNED. UNIQUELY NORTHWEST.

The Seattle Times

seattletimes.com

PO Box 70, Seattle, WA 98111

Seattle Dept Of Parks & Recr
Lise Ward
800 Maynard Ave S 3rd Fl

Seattle, WA 98134

Re: Advertiser Account # 107207

Ad #: 218012

Affidavit of Publication

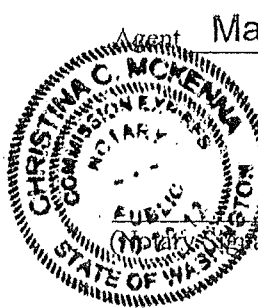
STATE OF WASHINGTON
Counties of King and Snohomish

The undersigned, on oath states that he/she is an authorized representative of The Seattle Times Company, publisher of The Seattle Times of general circulation published daily in King and Snohomish Counties, State of Washington. The Seattle Times has been approved as a legal newspaper by others of the Superior Court of King and Snohomish Counties.

The notice, in the exact form annexed, was published in the regular and entire issue of said paper or papers and distributed to its subscribers during all of the said period.

Newspaper and Publication Date(s)

Seattle Times	07/25/12
Seattle Times	07/30/12



Agent Marilyn Chavez

Signature

Marilyn Chavez

Subscribed and sworn to before me on

August 2ND 2012
DATE

Christina C. McKenna
(Signature)

Notary Public in and for the State of Washington, residing at Seattle

Christina C. McKenna

LOCALLY OWNED. UNIQUELY NORTHWEST.

The Seattle Times

seattletimes.com

Re: Advertiser Account # 107207

Ad #: 218012

AD TEXT

NOTICE OF FINAL ACTION AUTHORIZING CONDEMNATION

Property location: 4257 - 9th Avenue
Northeast, Seattle, WA 98105 (King County
Parcel No. 409230-1530) by condemna-
tion: The property is legally described as:
Lots 48 and 49, Block 6, Lake View Addi-
tion to the City of Seattle, according to the
plat thereof recorded in Volume 5 of Plats,
page 34, in King County, Washington.

As required by State law, the Department
of Parks and Recreation is notifying you
of its intention to acquire ownership of the
above property located in Seattle, WA us-
ing its power of eminent domain.

Municipal legislation will be presented for
consideration of the Seattle City Council
Parks and Neighborhoods Committee for
discussion and possible vote at 3:30 p.m.
on Thursday, August 2, 2012. The Com-
mittee meets in City Council Chambers
located on the 2nd Floor of Seattle City
Hall, 600 Fourth Avenue, Seattle, WA
98104. Public testimony will also be taken
at this time.

If the Parks and Neighborhoods Commit-
tee approves the ordinance, it will then be
scheduled for final action by adoption by
the Seattle City Council of the Council Bill
117526, authorizing condemnation, on Mon-
day, August 6, 2012 at 2:00 p.m. in Seattle
City Council Chambers located on the 2nd
floor of Seattle City Hall, 600 Fourth Av-
enue, Seattle, WA 98104.

All persons claiming an interest in the
property may appear and be heard on the
dates and times identified above before
adoption of Council Bill 117526.

For further information, please contact
Donald Harris, Parks and Greenspaces
Acquisition Manager, at (206) 464-8018.

STATE OF WASHINGTON - KING COUNTY

--SS.

286789
SEATTLE PARKS & RECREATION

No.

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.

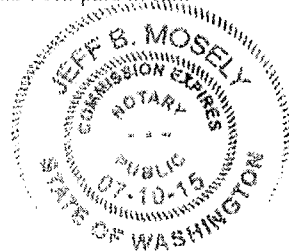
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:CONDEMNATION FINAL

was published on

07/23/12 08/02/12

The amount of the fee charged for the foregoing publication is the sum of \$ 55.80, which amount has been paid in full.



Affidavit of Publication

A handwritten signature of the subscriber, written in dark ink.

Subscribed and sworn to before me on

08/02/12

Notary public for the State of Washington,
residing in Seattle

A handwritten signature of the notary public, written in dark ink.

State of Washington, King County

City of Seattle

NOTICE OF FINAL ACTION AUTHORIZING CONDEMNATION

Property location: 4267 - 9th Avenue
Northeast, Seattle, WA 98105 (King County
Parcel No. 408230-1530) by condemnation:
The property is legally described as: Lots 43
and 49, Block 6, Lake View Addition to the
City of Seattle, according to the plat there-
of recorded in Volume 6 of Plate, page 34, in
King County, Washington.

As required by State law, the Department
of Parks and Recreation is notifying you of its
intention to acquire ownership of the above
property located in Seattle, WA using its
power of eminent domain.

Municipal legislation will be presented
for consideration at the Seattle City Council
Parks and Neighborhoods Committee for
discussion and possible vote at 9:30 p.m. on
Thursday, August 2, 2012. The Committee
meets in City Council Chambers located on
the 2nd floor of Seattle City Hall, 600 Fourth
Avenue, Seattle, WA 98104. Public testimony
will also be taken at this time.

If the Parks and Neighborhoods
Committee approves the ordinance, it will
then be scheduled for final action by adop-
tion by the Seattle City Council of the
Council Bill 117526, authorizing condemna-
tion, on Monday, August 6, 2012 at 2:00 p.m.
in Seattle City Council Chambers located on
the 2nd floor of Seattle City Hall, 600 Fourth
Avenue, Seattle, WA 98104.

All persons claiming an interest in the
property may appear and be heard on the
dates and times identified above before adop-
tion of Council Bill 117526.

For further information, please contact
Donald Harris, Parks and Greenspaces
Acquisition Manager, at (206) 684-8018.

Dates of publication in the Seattle Daily
Journal of Commerce, July 25, August 2,
2012.

8/2(266789)

FILED
CITY OF SEATTLE
12 SEP -7 PM 3:11
CITY CLERK

STATE OF WASHINGTON – KING COUNTY

--SS.

287816
CITY OF SEATTLE, CLERKS OFFICE

No.

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.

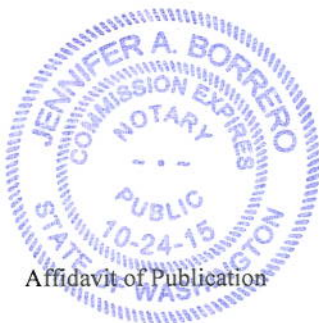
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:123944-949 TITLE ONLY

was published on

08/27/12

The amount of the fee charged for the foregoing publication is the sum of \$83.70 which amount has been paid in full.



Affidavit of Publication


Subscribed and sworn to before me on


08/27/2012

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on August 6, 2012, and published below by title only, will be mailed upon request, or can be accessed at <http://clerk.seattle.gov>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>. Contact: Office of the City Clerk at (206) 684-8344.

ORDINANCE NO. 123944

AN ORDINANCE relating to the City's criminal code; amending and adding various sections and subsections in Chapters 12A.06 and 12A.10 of the Seattle Municipal Code to conform with changes in state law.

ORDINANCE NO. 123945

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the acquisition of real property commonly known as 4257 -- 9th Avenue Northeast; authorizing acceptance and recording of the deed for open space, park, and recreation purposes; authorizing acquisition by condemnation; increasing appropriations to the Department of Parks and Recreation in the 2012 Adopted Budget; and ratifying and confirming certain prior acts; all by a three fourths vote of the City Council.

ORDINANCE NO. 123946

AN ORDINANCE relating to the City's traffic code; amending various sections and subsections in Chapters 11.14, 11.22, 11.31, 11.32, 11.50, 11.54, 11.56, 11.58, 11.59 and 11.84 of the Seattle Municipal Code to conform with changes in state law.

ORDINANCE NO. 123949

AN ORDINANCE relating to City employment; establishing positions in the Personnel Department to be utilized for the City's Supported Employment Program; and ratifying and confirming prior acts; all by a two-thirds vote of City Council.

ORDINANCE NO. 123947

AN ORDINANCE relating to the Department of Finance and Administrative Services; authorizing execution of a lease agreement with the Washington State Department of Transportation for a portion of State Route-5 right-of-way located south of the Charles Street Campus; and ratifying and confirming prior acts.

ORDINANCE NO. 123948

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

Date of publication in the Seattle Daily Journal of Commerce, August 27, 2012.

8/27(287816)