

Ordinance No. 124581

Council Bill No. 118183

AN ORDINANCE relating to Discovery Park; authorizing the execution of Lot Boundary Adjustment 3012031; authorizing the exchange of property and property interests in and adjacent to Discovery Park to complete the Lot Boundary Adjustment; finding, after a public hearing, that the exchange of property and property interests meets the requirements of Ordinance 118477, which adopted initiative 42; authorizing the Superintendent of Parks and Recreation to negotiate and enter into agreements to exchange restrictive use covenants from the property to be transferred by the City of Seattle to the property to be transferred to the City of Seattle; and ratifying and confirming certain prior acts.

Related Legislation File: _____

Date Introduced and Referred: <u>8/11/14</u>	To: (committee): <u>Parks, Seattle Center, Libraries, and Gender Pay Equity</u>
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: <u>9/22/14</u>	Date Presented to Mayor: <u>9/23/14</u>
Date Signed by Mayor: <u>9/23/14</u>	Date Returned to City Clerk: <u>9/23/14</u>
Published by Title Only <u>X</u>	Date Vetoed by Mayor:
Published in Full Text	
Date Veto Published:	Date Passed Over Veto:
Date Veto Sustained:	Date Returned Without Signature:

The City of Seattle – Legislative Department

Council Bill/Ordinance sponsored by: *[Signature]*

Committee Action:

Date	Recommendation	Vote
<u>9.10.14</u>	<u>PASS</u>	<u>JG BH 2-0</u>

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

Full Council Action:

Date	Decision	Vote
<u>Sept. 22, 2014</u>	<u>Passed</u>	<u>8-1 (Opposed: Rasmussen)</u>

Law Department

CITY OF SEATTLE
ORDINANCE 124581
COUNCIL BILL 118183

1
2
3
4 AN ORDINANCE relating to Discovery Park; authorizing the execution of Lot Boundary
5 Adjustment 3012031; authorizing the exchange of property and property interests in and
6 adjacent to Discovery Park to complete the Lot Boundary Adjustment; finding, after a
7 public hearing, that the exchange of property and property interests meets the
8 requirements of Ordinance 118477, which adopted initiative 42; authorizing the
9 Superintendent of Parks and Recreation to negotiate and enter into agreements to
exchange restrictive use covenants from the property to be transferred by the City of
Seattle to the property to be transferred to the City of Seattle; and ratifying and
confirming certain prior acts.

10 WHEREAS, the City of Seattle ("City") and Pacific Northwest Communities, LLC ("PNC")
11 agreed, by letter agreement in connection with the City's acquisition of the Capehart
12 Housing Property from PNC, but subject to certain conditions precedent including City
13 Council authorization and completion of a Lot Boundary Adjustment, to an exchange of
14 property and property interests in and adjacent to the property inholding in Discovery
Park commonly known as Montana Circle Housing ("Montana Circle") upon PNC's
acquisition of Montana Circle from the United States Government; and

15 WHEREAS, the proposed exchange involves the transfer of three parcels ("City Acquisition
16 Parcels"), totaling 19,638 square feet to the City and the transfer to PNC of a 1,079
17 square foot parcel ("City Transfer Parcel") and the grant of two non-exclusive easements:
one for driveway access and one for landscape maintenance ("Easements"); and

18 WHEREAS, the City Acquisition Parcels, located at the northwest and northeast corners and on
19 the east side of Montana Circle, are critical to sustaining the City's vegetative
management practices in that area of Discovery Park; and

20 WHEREAS, PNC is only willing to convey the City Acquisition Parcels to the City in exchange
21 for the City Transfer Property and the Easements; and

22 WHEREAS, PNC has acquired Montana Circle from the United States of America, acting by and
23 through the Department of the Navy; and

24 WHEREAS, PNC has prepared, at its sole cost and expense, and the Department of Planning and
25 Development has approved, Lot Boundary Adjustment 3012031, a copy of which is
26 attached to this ordinance as Attachment 1; and
27
28



1 WHEREAS, Ordinance 118477, which adopted I-42, requires that lands and facilities held for
2 park and recreation purposes not be transferred unless the City first holds a public hearing
3 regarding the necessity of the transaction and then enacts an ordinance finding the
4 transaction is necessary because there is no practical or reasonable alternative; and

5 WHEREAS, Ordinance 118477 also states that the City shall receive in exchange land or a
6 facility of equivalent or better size, value, location, and usefulness in the vicinity, serving
7 the same community and the same park purpose; and

8 WHEREAS, in this case, the City needs the City Acquisition Parcels for vegetative management
9 practices to help protect Discovery Park from invasive species; and

10 WHEREAS, the City Acquisition Parcels are more valuable than the City Transfer Parcel and the
11 Easements; and

12 WHEREAS, the City Acquisition Parcels are larger and more useful than the City Transfer
13 Parcel; and

14 WHEREAS, the Easements are non-exclusive and their purposes, a right to access over a park
15 drive and a right to engage in landscaping approved by the City, will not change the use
16 or access to the Easements areas; and

17 WHEREAS, the Department of Parks and Recreation recommends that an exchange of property
18 and property interests will be beneficial to the City and the management of Discovery
19 Park; and

20 WHEREAS, the City Council has held a public hearing in accordance with the requirements of
21 Section 1 of Ordinance 118477, adopting Initiative 42; and

22 WHEREAS, the City acquired the City Transfer Parcel as part of a larger acquisition of property
23 for Discovery Park by quit claim deed from the United States of America, acting by and
24 through the Department of the Interior, dated May 5, 1980 and recorded under King
25 County recording number 8005070540 ("Discovery Park Deed"); and

26 WHEREAS, the Discovery Park Deed requires all of the property deeded to the City to be used
27 in perpetuity for public park pursuant to the program of utilization and plan dated
28 October 31, 1977 and accepted by the United States of America on November 10, 1977,
which program and plan may be amended by written agreement; and

WHEREAS, the City and the United States Department of the Interior are negotiating the release
of restrictive use covenants from the City Transfer Parcel in exchange for imposition of
restrictive use covenants on the City Acquisition Parcels; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:



1 Section 1. The City Council finds that the exchange of property and property interests
2 described in Section 3 below meets the requirements of Ordinance 118477, adopting Initiative
3 42, as follows: (a) the transaction is necessary because there is no reasonable and practical
4 alternative method for the City to acquire the City Acquisition Parcels described in Section 3
5 below; (b) the City Acquisition Parcels are larger than the City Transfer Parcel described in
6 Section 3 below; (c) the City Acquisition Parcels are more valuable than the City Transfer Parcel
7 and the rights granted in the Easements described in Section 3 below; and (d) the Easements are
8 non-exclusive and their purposes do not change the use or access to the property described in the
9 Easements.

10 Section 2. The Superintendent of Parks and Recreation or his designee
11 (“Superintendent”) is authorized to execute Lot Boundary Adjustment 3012031, a copy of which
12 is attached hereto as Attachment 1 (“LBA”).

13 Section 3. To complete the exchanges described in the LBA, the Superintendent is
14 authorized to:

15 A. accept a deed, substantially in the form of Attachment 2 (“Acquisition Deed”),
16 conveying to the City of Seattle (“City”) the following described real property (“City Acquisition
17 Parcels”):

18 Parcel A

19 THAT PORTION OF A PARCEL OF LAND KNOWN AS MONTANA CIRCLE HOUSING SITE, BEING EXCEPTED
20 PARCEL NO. 8 AS DESCRIBED IN INSTRUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER
21 8005070540, LYING WITHIN SECTIONS 10 AND 15, TOWNSHIP 25 NORTH, RANGE 3 EAST OF THE WILLAMETTE
22 MERIDIAN, KING COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

23 BEGINNING AT A CITY OF SEATTLE MONUMENT LOCATED IN THE INTERSECTION OF 41ST AVENUE WEST
24 AND WEST EMERSON STREET, SEATTLE, WASHINGTON:

25 THENCE NORTH 88°35'24" WEST, 525.38 FEET TO A CITY MONUMENT LOCATED IN THE INTERSECTION OF
26 MAGNOLIA BOULEVARD WEST AND WEST EMERSON STREET;



1 THENCE NORTH 20°01'11" WEST, 2605.55 FEET TO A MONUMENT MARKED AS U.S.N.-MC-1;
2 THENCE NORTH 5°55'08" WEST, 395.52 FEET TO THE TRUE POINT OF BEGINNING;
3 THENCE CONTINUE NORTH 5°55'08" WEST, 172.00 FEET TO A POINT ON SAID MONTANA CIRCLE HOUSING SITE
4 BOUNDARY;
5 THENCE ALONG SAID MONTANA CIRCLE HOUSING SITE BOUNDARY, SOUTH 84°29'18" EAST, 91.00 FEET;
6 THENCE SOUTH 01°27'12" EAST, 36.43 FEET TO A NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH
7 BEARS SOUTH 26°12'55" EAST;
8 THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 61.36 FEET, THROUGH A CENTRAL ANGLE
9 OF 68°02'00", AN ARC DISTANCE OF 72.85 FEET;
10 THENCE SOUTH 11°00'36" EAST, 62.13 FEET;
11 THENCE SOUTH 84°04'52" WEST, 51.83 FEET TO THE TRUE POINT OF BEGINNING.

12
13 CONTAINING 10,239± SQ. FT. OR 0.235± ACRES; and

14 Parcel B

15 THAT PORTION OF A PARCEL OF LAND KNOWN AS MONTANA CIRCLE HOUSING SITE, BEING EXCEPTED
16 PARCEL NO. 8 AS DESCRIBED INSTRUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER
17 8005070540, LYING WITHIN SECTIONS 10 AND 15, TOWNSHIP 25 NORTH, RANGE 3 EAST OF THE WILLAMETTE
18 MERIDIAN, KING COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

19 BEGINNING AT A CITY OF SEATTLE MONUMENT LOCATED IN THE INTERSECTION OF 41ST AVENUE WEST
20 AND WEST EMERSON STREET, SEATTLE, WASHINGTON:

21 THENCE NORTH 88°35'24" WEST, 525.38 FEET TO A CITY MONUMENT LOCATED IN THE INTERSECTION OF
22 MAGNOLIA BOULEVARD WEST AND WEST EMERSON STREET;

23 THENCE NORTH 20°01'11" WEST, 2605.55 FEET TO A MONUMENT MARKED AS U.S.N.-MC-1;

24 THENCE NORTH 5°55'08" WEST, 567.52 FEET TO A POINT ON SAID MONTANA CIRCLE HOUSING SITE
25 BOUNDARY;



1 THENCE ALONG SAID MONTANA CIRCLE HOUSING SITE BOUNDARY, SOUTH 84°29'18" EAST, 185.66 FEET TO
2 THE TRUE POINT OF BEGINNING;
3 THENCE CONTINUE ALONG SAID MONTANA CIRCLE HOUSING SITE BOUNDARY, SOUTH 84°29'18" EAST, 13.76
4 FEET;
5 THENCE SOUTH 16°05'08" EAST, 50 FEET;
6 THENCE SOUTH 73°54'52" WEST, 27.13 FEET;
7 THENCE NORTH 01°29'56" WEST, 56.90 FEET TO THE TRUE POINT OF BEGINNING.
8 CONTAINING 1,067± SQ. FT. OR 0.024± ACRES, and;
9 Parcel C
10 THAT PORTION OF A PARCEL OF LAND KNOWN AS MONTANA CIRCLE HOUSING SITE, BEING EXCEPTED
11 PARCEL NO. 8 AS DESCRIBED IN INSTRUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER
12 8005070540, LYING WITHIN SECTIONS 10 AND 15, TOWNSHIP 25 NORTH, RANGE 3 EAST OF THE WILLAMETTE
13 MERIDIAN, KING COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:
14 BEGINNING AT A CITY OF SEATTLE MONUMENT LOCATED IN THE INTERSECTION OF 41ST AVENUE WEST
15 AND WEST EMERSON STREET, SEATTLE, WASHINGTON:
16 THENCE NORTH 88°35'24" WEST, 525.38 FEET TO A CITY MONUMENT LOCATED IN THE INTERSECTION OF
17 MAGNOLIA BOULEVARD WEST AND WEST EMERSON STREET;
18 THENCE NORTH 20°01'11" WEST, 2605.55 FEET TO A MONUMENT MARKED AS U.S.N.-MC-1;
19 THENCE NORTH 5°55'08" WEST, 567.52 FEET TO A POINT ON SAID MONTANA CIRCLE HOUSING SITE
20 BOUNDARY;
21 THENCE ALONG SAID MONTANA CIRCLE HOUSING SITE BOUNDARY, SOUTH 84°29'18" EAST, 199.42 FEET;
22 THENCE SOUTH 16°05'08" EAST, 182.82 FEET TO THE TRUE POINT OF BEGINNING;
23 THENCE SOUTH 16°05'08" EAST, 8.00 FEET;
24 THENCE SOUTH 51°00'48" EAST, 154.39 FEET;
25 THENCE SOUTH 04°12'00" WEST, 79.00 FEET;
26 THENCE NORTH 85°48'00" WEST, 13.15 FEET;

28



1 THENCE NORTH 38°42'43" WEST, 104.88 FEET;
2 THENCE NORTH 26°56'27" WEST, 109.27 FEET;
3 THENCE NORTH 73°54'52" EAST, 12.26 FEET TO THE TRUE POINT OF BEGINNING.
4 CONTAINING 8,332± SQ. FT. OR 0.191± ACRES.

5 B. attach to the Acquisition Deed his written acceptance and record the Acquisition
6 Deed. The City Acquisition Parcels shall be accepted for open space, park, and recreation
7 purposes and placed under the jurisdiction of the Department of Parks and Recreation.

8 C. convey the following property ("City Transfer Parcel") to Pacific Northwest
9 Communities, LLC ("PNC"), upon receipt of the Acquisition Deed, by deed substantially in the
10 form of Attachment 3 ("Transfer Deed"):

11 Parcel D

12 THAT PORTION OF FORT LAWTON, IN THE CITY OF SEATTLE, AND LOCATED WITHIN SECTION 15 OF
13 TOWNSHIP 25 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON AS
14 DESCRIBED IN QUIT CLAIM DEED FROM THE UNITED STATES OF AMERICA TO THE CITY OF SEATTLE
15 RECORDED UNDER KING COUNTY RECORDING NUMBER 8005070540 DESCRIBED AS FOLLOWS:

16 BEGINNING AT A CITY OF SEATTLE MONUMENT LOCATED IN THE INTERSECTION OF 41ST AVENUE WEST
17 AND WEST EMERSON STREET, SEATTLE, WASHINGTON:

18 THENCE NORTH 88°35'24" WEST, 525.38 FEET TO A CITY MONUMENT LOCATED IN THE INTERSECTION OF
19 MAGNOLIA BOULEVARD WEST AND WEST EMERSON STREET;

20 THENCE NORTH 20°01'11" WEST, 2605.55 FEET TO A MONUMENT MARKED AS U.S.N.-MC-1;

21 THENCE SOUTH 89°04'14" EAST, 239.66 FEET TO A MONUMENT MARKED AS U.S.N.-MC-5;

22 THENCE NORTH 36°07'30" EAST, 1.86 FEET TO THE TRUE POINT OF BEGINNING;

23 THENCE NORTH 36°07'30" EAST, 93.78 FEET TO A NON-TANGENT CURVE TO THE RIGHT, WHICH CENTER
24 BEARS SOUTH 86°37'25" WEST;

25 THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 73.72 FEET, THROUGH A CENTRAL ANGLE
26 OF 79°00'09", AN ARC DISTANCE OF 101.65 FEET TO THE TRUE POINT OF BEGINNING.



1 CONTAINING 1,079± SQ. FT. OR 0.025± ACRES.

2 D. enter into an Access Easement Agreement with PNC substantially in the form of
3 Attachment 4 and a Landscape Maintenance Easement Agreement substantially in the form of
4 Attachment 5 ("Easements") granting non-exclusive easements over the real property described
5 in Attachments 4 and 5 respectively.

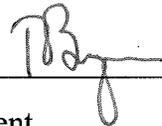
6 Section 4. The Superintendent is further authorized to negotiate the release of restrictive
7 use covenants from the City Transfer Parcel in exchange for imposition of similar covenants on
8 the City Acquisition Parcels, and to execute and accept and record, on behalf of the City, such
9 documents as he deems necessary to accomplish such exchange of restrictions, including,
10 without limitation a deed of release, declaration of restrictions, and amendment to the program of
11 utilization and plan accepted by the United States of America on November 10, 1977.

12 Section 5. Any act consistent with the authority of this ordinance taken prior its effective
13 date is ratified and confirmed.



1 Section 6. 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
5
6 Passed by the City Council the 22nd day of September, 2014, and
7 signed by me in open session in authentication of its passage this
8 22nd day of September, 2014.

9
10 
11 _____
12 President _____ of the City Council

13 Approved by me this 23rd day of September, 2014.

14
15 
16 _____
17 Edward B. Murray, Mayor

18 Filed by me this 23rd day of September, 2014.

19
20 
21 _____
22 Monica Martinez Simmons, City Clerk

23 (Seal)

- 24 Attachment 1 – Lot Boundary Adjustment 3012031
25 Attachment 2 – Acquisition Deed
26 Attachment 3 – Transfer Deed
27 Attachment 4 – Access Easement Agreement
28 Attachment 5 – Landscape Maintenance Easement Agreement



LOT BOUNDARY ADJUSTMENT NUMBER 3012031

GRANTOR (OWNERS): PACIFIC NORTHWEST COMMUNITIES, LLC
 19578 10TH AVE. NE
 POULSBO, WASHINGTON 98370

THE CITY OF SEATTLE
 DEPARTMENT OF PARKS AND RECREATION
 ATTN: PROPERTY MANAGEMENT
 SUITE 300, RDA BUILDING
 800 WAYWARD AVE. SOUTH
 SEATTLE, WA 98134

GRANTEE: CITY OF SEATTLE
 KING COUNTY, WASHINGTON

CONTACT PERSON: MARK HARRISON, P.L.S.
 TRIAD ASSOCIATES
 12112 115TH AVE. NE
 KIRKLAND, WA 98034
 425-821-8448 (OFFICE), 425-821-3481 (FAX)

APPROVAL: _____
 CITY OF SEATTLE
 DEPARTMENT OF PLANNING
 AND DEVELOPMENT
 DIANE SUGIMURA, DIRECTOR

EXAMINED AND APPROVED THIS _____ DAY OF _____ 20____

BY: _____ DIRECTOR

(NOTE: APPROVAL OF THIS LOT BOUNDARY ADJUSTMENT BY THE DIRECTOR OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT UNDER CHAPTER 23.24 OF THE SEATTLE MUNICIPAL CODE, AS AMENDED, IS NOT TO BE CONSTRUED AS SATISFACTION OF ANY OTHER APPLICABLE LEGISLATION OR REGULATIONS.)

KING COUNTY DEPARTMENT OF ASSESSMENTS:
 EXAMINED AND APPROVED THIS _____ DAY OF _____ 20____

DECLARATION:
 WE THE UNDERSIGNED, OWNER(S) IN FEE SIMPLE (AND CONTRACT PURCHASERS(S)) OF THE LAND HEREIN DESCRIBED DO HEREBY MAKE A LOT BOUNDARY ADJUSTMENT THEREOF PURSUANT TO RCW 58.17.040(6) AND DECLARE THIS LOT BOUNDARY ADJUSTMENT TO BE THE GRAPHIC REPRESENTATION OF SAME, AND THAT SAID LOT BOUNDARY ADJUSTMENT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE OWNER(S).
 IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS.

PACIFIC NORTHWEST COMMUNITIES, LLC A DELAWARE LIMITED LIABILITY COMPANY

BY: NORTHWEST MILITARY COMMUNITIES, LLC
 A DELAWARE LIMITED LIABILITY COMPANY
 ITS: MANAGING MEMBER

BY: FC NORTHWEST, INC.
 A WASHINGTON CORPORATION
 ITS: SOLE MEMBER

BY: _____
 ITS: _____

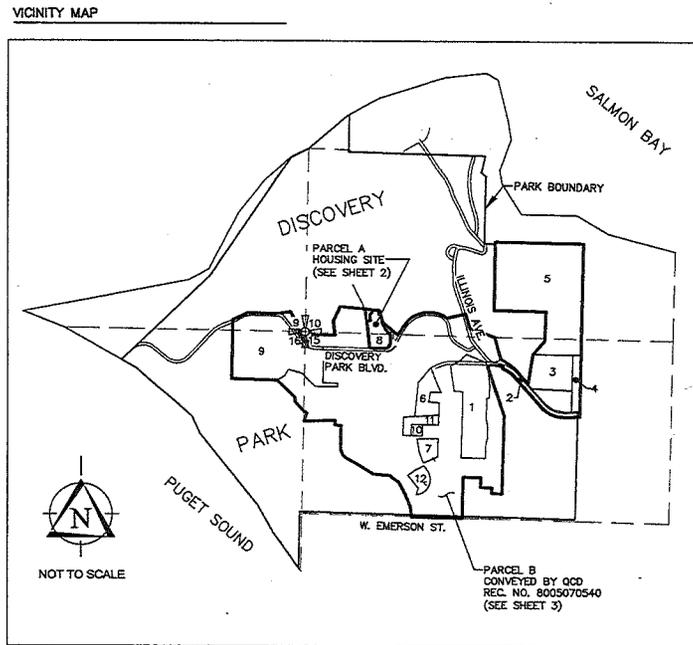
THE CITY OF SEATTLE
 BY AND THROUGH ITS DEPARTMENT OF PARKS AND RECREATION

BY: _____
 ITS: _____

- ASSESSOR _____
- GENERAL NOTES:
- INSTRUMENTATION FOR THIS SURVEY WAS A ONE MINUTE THEODOLITE AND ELECTRONIC DISTANCE MEASURING UNIT. PROCEDURES USED IN THIS SURVEY WERE FIELD TRAVERSE, MEETING OR EXCEEDING STANDARDS SET BY WAC 332-130-090.
 - NO EASEMENT, RESTRICTIONS OR RESERVATION OF RECORD AS MAY BE DISCLOSED BY TITLE REPORT ARE SHOWN.
 - ECA DELINEATION BASED ON BEST AVAILABLE INFORMATION CONTAINED IN CITY OF SEATTLE GIS DATABASE. NO FIELD SURVEY WAS MADE TO CONFIRM LIMIT OR EXTENT OF ECA BOUNDARY IN THE IMMEDIATE VICINITY OF THE MONTANA CIRCLE HOUSING SITE.
 - PROPERTY SUBJECT TO TERMS AND CONDITIONS CONTAINED IN QUIT CLAIM DEED UNDER KING COUNTY RECORDING NO. 8005070540.
 - PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND OTHER MATTERS, EITHER UNRECORDED OR OF RECORD.
 - THE PERIMETER OF PARCEL B WAS NOT INSPECTED FOR INDICATORS OF OCCUPATION.

- CORNERS:
- = SET 1/2" REBAR W/ CAP, L.S.# 21467
 - = FOUND AS NOTED
 - (P) = PLAT
 - (C) = CALCULATED
 - (M) = MEASURED

REFERENCES:
 ROS VOL. 181 PG. 248 REC. NO. 20050124900001



9,10,15,16	T25N	R3E
LOTS	SUBDIVISION	VOL. PG.
(SECTION)	(TOWNSHIP)	(RANGE)

FOR COMPLETE LEGAL DESCRIPTIONS, SEE PAGE 2 AND 3
 ASSESSOR'S PROPERTY TAX PARCEL / ACCOUNT #: 152503-9012; 152503-9047
 REFERENCE NUMBERS FOR RELATED PROJECTS:

ACKNOWLEDGMENTS:

STATE OF WASHINGTON }
 COUNTY OF KING } SS

ON THIS DAY PERSONALLY APPEARED BEFORE ME _____

STATE OF WASHINGTON }
 COUNTY OF KING } SS

ON THIS DAY PERSONALLY APPEARED BEFORE ME _____

TO ME KNOWN TO BE THE _____ OF
 FC NORTHWEST, INC., A WASHINGTON CORPORATION, THE SOLE MEMBER OF NORTHWEST MILITARY COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE MANAGING MEMBER OF PACIFIC NORTHWEST COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID PARTY, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE/SHE/HEY WAS/WERE AUTHORIZED TO EXECUTE THE SAID INSTRUMENT ON BEHALF OF THE CORPORATION.

TO ME KNOWN TO BE THE _____ OF
 THE CITY OF SEATTLE, BY AND THROUGH ITS DEPARTMENT OF PARKS AND RECREATION AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID PARTY, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE/SHE/HEY WAS/WERE AUTHORIZED TO EXECUTE THE SAID INSTRUMENT ON BEHALF OF THE CORPORATION.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2014

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2014

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

RESIDING AT _____

COMMISSION EXPIRES: _____

COMMISSION EXPIRES: _____



RECORDER'S CERTIFICATE _____

FILED FOR RECORD THIS _____ DAY OF _____ 20____ AT _____ M
 IN BOOK _____ OF SURVEYS, AT PAGE _____ AT THE REQUEST OF
 TRIAD ASSOCIATES DIVISION OF RECORDS AND ELECTIONS
 MANAGER _____ SUPERINTENDENT OF RECORDS _____

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF
 PACIFIC NORTHWEST COMMUNITIES, LLC
 IN JANUARY, 2011
 SIGNATURE _____ CERTIFICATE NO. _____



12112 115th Ave. NE
 Kirkland, WA 98034-6929
 425.821.8448
 425.821.3481 fax
 www.triadassociates.net

POR NW 1/4, NW 1/4, SEC. 15, TWP.25 N, R.3 E,
 POR SW 1/4, SW 1/4, SEC. 10, TWP.25 N, R.3 E,
 KING COUNTY, WASHINGTON

DWN. BY	ARJ	DATE	05/08/14	JOB NO.	09-027
CHKD. BY	MSH	SCALE		SHEET	1 OF 3

ORIGINAL PARCEL DESCRIPTION (FORT LAWTON CONVEYANCE)

ALL THAT PORTION OF FORT LAWTON, IN THE CITY OF SEATTLE, AND LOCATED WITHIN SECTIONS 9, 10, 15 AND 16 OF TOWNSHIP 25 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON AS DESCRIBED IN QUIT CLAIM DEED FROM THE UNITED STATES OF AMERICA TO THE CITY OF SEATTLE RECORDED UNDER KING COUNTY RECORDING NUMBER 8005070540.

REVISED PARCEL DESCRIPTION (FORT LAWTON CONVEYANCE) (SEE SHEET 2)

ALL THAT PORTION OF FORT LAWTON, IN THE CITY OF SEATTLE, AND LOCATED WITHIN SECTIONS 9, 10, 15 AND 16 OF TOWNSHIP 25 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, AS DESCRIBED IN QUIT CLAIM DEED FROM THE UNITED STATES OF AMERICA TO THE CITY OF SEATTLE RECORDED UNDER KING COUNTY RECORDING NUMBER 8005070540;

TOGETHER WITH THOSE PORTIONS OF A PARCEL OF LAND KNOWN AS MONTANA CIRCLE HOUSING SITE, BEING EXCEPTED PARCEL NO. 8 AS DESCRIBED IN INSTRUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 8005070540, LYING WITHIN SECTIONS 10 AND 15, TOWNSHIP 25 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A CITY OF SEATTLE MONUMENT LOCATED IN THE INTERSECTION OF 41ST AVENUE WEST AND WEST EMERSON STREET, SEATTLE, WASHINGTON; THENCE NORTH 88°35'24" WEST, 525.38 FEET TO A CITY MONUMENT LOCATED IN THE INTERSECTION OF MAGNOLIA BOULEVARD WEST AND WEST EMERSON STREET;
 THENCE NORTH 20°01'11" WEST, 2605.55 FEET TO A MONUMENT MARKED AS U.S.N.-MC-1;
 THENCE NORTH 5°55'08" WEST, 567.52 FEET TO A POINT ON SAID MONTANA CIRCLE HOUSING SITE BOUNDARY;
 THENCE ALONG SAID MONTANA CIRCLE HOUSING SITE BOUNDARY, SOUTH 84°29'18" EAST, 185.66 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE CONTINUE ALONG SAID MONTANA CIRCLE HOUSING SITE BOUNDARY, SOUTH 84°29'18" EAST, 13.76 FEET;
 THENCE SOUTH 16°05'08" EAST, 50 FEET;
 THENCE SOUTH 73°54'52" WEST, 27.13 FEET;
 THENCE NORTH 01°29'56" WEST, 56.90 FEET TO THE TRUE POINT OF BEGINNING;

AND ALSO;

BEGINNING AT A CITY OF SEATTLE MONUMENT LOCATED IN THE INTERSECTION OF 41ST AVENUE WEST AND WEST EMERSON STREET, SEATTLE, WASHINGTON; THENCE NORTH 88°35'24" WEST, 525.38 FEET TO A CITY MONUMENT LOCATED IN THE INTERSECTION OF MAGNOLIA BOULEVARD WEST AND WEST EMERSON STREET;
 THENCE NORTH 20°01'11" WEST, 2605.55 FEET TO A MONUMENT MARKED AS U.S.N.-MC-1;
 THENCE NORTH 5°55'08" WEST, 395.52 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE CONTINUE NORTH 5°55'08" WEST, 172.00 FEET TO A POINT ON SAID MONTANA CIRCLE HOUSING SITE BOUNDARY;
 THENCE ALONG SAID MONTANA CIRCLE HOUSING SITE BOUNDARY, SOUTH 84°29'18" EAST, 91.00 FEET;
 THENCE SOUTH 01°27'12" EAST, 36.43 FEET TO A NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 26°12'55" EAST;
 THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 61.38 FEET, THROUGH A CENTRAL ANGLE OF 69°02'00", AN ARC DISTANCE OF 72.85 FEET;
 THENCE SOUTH 11°00'36" EAST, 62.13 FEET;
 THENCE SOUTH 84°04'52" WEST, 51.63 FEET TO THE TRUE POINT OF BEGINNING;

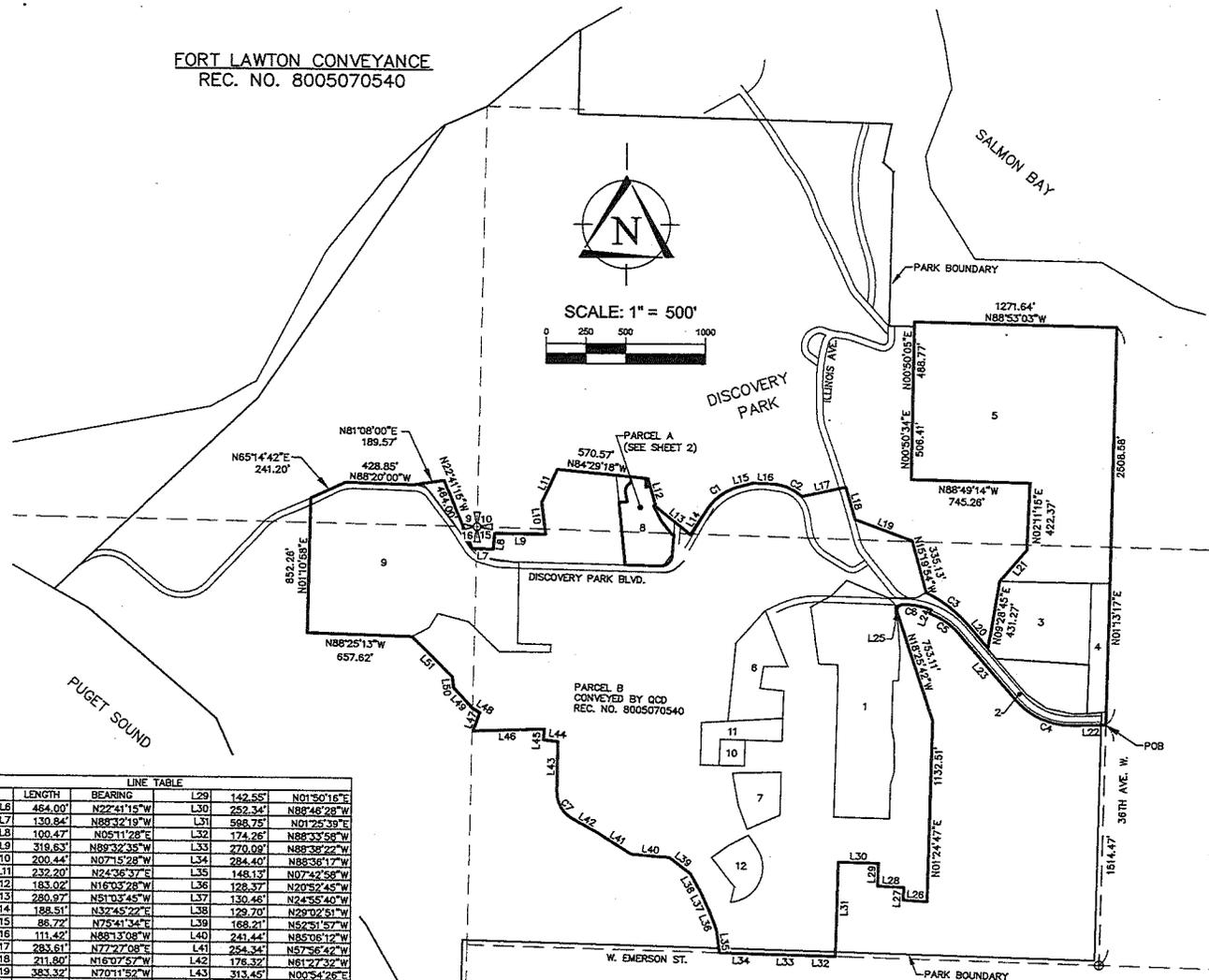
AND ALSO;

BEGINNING AT A CITY OF SEATTLE MONUMENT LOCATED IN THE INTERSECTION OF 41ST AVENUE WEST AND WEST EMERSON STREET, SEATTLE, WASHINGTON; THENCE NORTH 88°35'24" WEST, 525.38 FEET TO A CITY MONUMENT LOCATED IN THE INTERSECTION OF MAGNOLIA BOULEVARD WEST AND WEST EMERSON STREET;
 THENCE NORTH 20°01'11" WEST, 2605.55 FEET TO A MONUMENT MARKED AS U.S.N.-MC-1;
 THENCE NORTH 5°55'08" WEST, 567.52 FEET TO A POINT ON SAID MONTANA CIRCLE HOUSING SITE BOUNDARY;
 THENCE ALONG SAID MONTANA CIRCLE HOUSING SITE BOUNDARY, SOUTH 84°29'18" EAST, 198.42 FEET;
 THENCE SOUTH 16°05'08" EAST, 182.82 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE SOUTH 16°05'08" EAST, 8.00 FEET;
 THENCE SOUTH 51°00'48" EAST, 154.39 FEET;
 THENCE SOUTH 04°12'00" WEST, 79.00 FEET;
 THENCE NORTH 85°48'00" WEST, 13.15 FEET;
 THENCE NORTH 38°42'43" WEST, 104.88 FEET;
 THENCE NORTH 26°56'27" WEST, 109.27 FEET;
 THENCE NORTH 73°54'52" EAST, 12.25 FEET TO THE TRUE POINT OF BEGINNING;

AND EXCEPT;

BEGINNING AT A CITY OF SEATTLE MONUMENT LOCATED IN THE INTERSECTION OF 41ST AVENUE WEST AND WEST EMERSON STREET, SEATTLE, WASHINGTON; THENCE NORTH 88°35'24" WEST, 525.38 FEET TO A CITY MONUMENT LOCATED IN THE INTERSECTION OF MAGNOLIA BOULEVARD WEST AND WEST EMERSON STREET;
 THENCE NORTH 20°01'11" WEST, 2605.55 FEET TO A MONUMENT MARKED AS U.S.N.-MC-1;
 THENCE SOUTH 89°04'14" EAST, 239.68 FEET TO A MONUMENT MARKED AS U.S.N.-MC-5;
 THENCE NORTH 36°07'30" EAST, 1.85 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE NORTH 36°07'30" EAST, 93.75 FEET TO A NON-TANGENT CURVE TO THE RIGHT, WHICH CENTER BEARS SOUTH 86°37'25" WEST;
 THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 73.72 FEET, THROUGH A CENTRAL ANGLE OF 79°00'09", AN ARC DISTANCE OF 101.65 FEET TO THE TRUE POINT OF BEGINNING.

**FORT LAWTON CONVEYANCE
 REC. NO. 8005070540**



LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L6	454.00'	N22°41'15"W	L30	142.85'	N01°50'16"E
L7	130.84'	N88°32'19"W	L31	586.75'	N88°48'28"W
L8	100.47'	N05°11'28"E	L32	174.26'	N88°33'58"W
L9	319.63'	N89°32'35"W	L33	270.09'	N88°38'22"W
L10	200.44'	N07°15'28"W	L34	284.40'	N88°36'17"W
L11	232.20'	N24°36'37"E	L35	148.13'	N07°42'58"W
L12	183.02'	N16°02'28"W	L36	128.37'	N70°52'45"W
L13	280.97'	N51°34'5"W	L37	130.48'	N24°55'40"W
L14	188.51'	N32°45'22"E	L38	129.70'	N29°02'51"W
L15	86.72'	N75°41'34"E	L39	168.21'	N52°51'57"W
L16	111.42'	N88°13'08"W	L40	241.44'	N85°06'12"W
L17	283.61'	N77°27'08"E	L41	254.34'	N57°56'42"W
L18	211.80'	N16°07'57"W	L42	178.32'	N61°27'32"W
L19	383.32'	N70°15'27"W	L43	313.45'	N00°54'26"E
L20	188.12'	N40°57'57"W	L44	89.80'	N83°42'28"W
L21	260.33'	N40°44'24"E	L45	66.46'	N02°07'21"E
L22	208.84'	N88°35'36"E	L46	444.57'	N88°11'45"E
L23	547.52'	N40°57'57"W	L47	121.35'	N18°25'40"E
L24	25.00'	N20°32'56"E(R)	L48	57.82'	N57°10'39"W
L25	45.31'	N82°09'40"E	L49	171.81'	N42°20'50"W
L26	150.28'	N85°58'10"W	L50	68.50'	N07°08'52"W
L27	79.91'	N02°29'01"E	L51	358.84'	N45°04'05"W
L28	165.29'	N87°27'36"W			

CURVE	LENGTH	RADIUS	DELTA
C1	259.68'	346.53'	A=42°56'12"
C2	213.81'	300.00'	A=40°30'05"
C3	341.85'	890.39'	A=27°00'15"
C4	406.97'	482.27'	A=50°26'30"
C5	225.04'	452.05'	A=28°31'23"
C6	187.50'	501.43'	A=21°25'29"
C7	203.00'	186.50'	A=62°21'58"



12112 115th Ave. NE
 Kirkland, WA 98034-6929
 425.821.8448
 425.821.3481 fax
 www.triadassociates.net

POR NW 1/4, NW 1/4, SEC. 15, TWP.25 N, R.3 E,
 POR SW 1/4, SW 1/4, SEC. 10, TWP.25 N, R.3 E,
 KING COUNTY, WASHINGTON

DWN. BY	ARJ	DATE	05/08/14	JOB NO.	09-027
CHKD. BY	MSH	SCALE	1"=500'	SHEET	3 OF 3

WHEN RECORDED RETURN TO:

Parks Real Estate
800 Maynard Avenue S., Suite 300
Seattle, WA 98134
Attn: Property Management

QUIT CLAIM DEED

Grantor: PACIFIC NORTHWEST COMMUNITIES, LLC, a
Delaware limited liability company

Grantee: CITY OF SEATTLE, a Washington municipal
corporation

Abbreviated Legal Description: Ptn Sec 15, 25 N, 03E, WM; NW 1/4
Ptn Sec 10, 25 N, 03E, WM; SW 1/4
Complete legal on Exhibit A

Assessor's Tax Parcel ID #: Portion of 1525039047

PACIFIC NORTHWEST COMMUNITIES, LLC, a Delaware limited liability company ("Grantor"), for good and valuable consideration in hand paid does hereby convey and quitclaim to the THE CITY OF SEATTLE, a Washington municipal corporation ("Grantee"), that certain real estate described on Exhibit A attached hereto and incorporated herein by reference, , as is, where is, with all faults, and without any representation or warranty whatsoever, express or implied, by Grantor, as to its condition, environmental or otherwise, or its suitability or sufficiency for the Grantee's intended uses and purposes, together with all after acquired title of the Grantor therein, subject to all matters of record.



DATED _____, 2014.

GRANTOR:

PACIFIC NORTHWEST COMMUNITIES, LLC, a
Delaware limited liability company

By: Northwest Military Communities, LLC, a
Delaware limited liability company, its Managing
Member

By: FC Northwest, Inc., its sole member

By: _____

Its: _____

Dated: _____



STATE OF WASHINGTON

COUNTY OF _____

SS.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of FC Northwest, Inc. a corporation, which is the sole member of Northwest Military Communities, LLC, a limited liability company, which is the managing member of PACIFIC NORTHWEST COMMUNITIES, LLC, a limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, _____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____



EXHIBIT A
Legal Description

DISCOVERY PARK
LEGAL DESCRIPTION: RELINQUISH "A"

TRIAD JOB NO. 09-027
MAY 6, 2014

THAT PORTION OF A PARCEL OF LAND KNOWN AS MONTANA CIRCLE HOUSING SITE, BEING EXCEPTED PARCEL NO. 8 AS DESCRIBED IN INSTRUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 8005070540, LYING WITHIN SECTIONS 10 AND 15, TOWNSHIP 25 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A CITY OF SEATTLE MONUMENT LOCATED IN THE INTERSECTION OF 41ST AVENUE WEST AND WEST EMERSON STREET, SEATTLE, WASHINGTON;
THENCE NORTH 88°35'24" WEST, 525.38 FEET TO A CITY MONUMENT LOCATED IN THE INTERSECTION OF MAGNOLIA BOULEVARD WEST AND WEST EMERSON STREET;
THENCE NORTH 20°01'11" WEST, 2605.55 FEET TO A MONUMENT MARKED AS U.S.N.-MC-1;
THENCE NORTH 5°55'08" WEST, 395.52 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE NORTH 5°55'08" WEST, 172.00 FEET TO A POINT ON SAID MONTANA CIRCLE HOUSING SITE BOUNDARY;
THENCE ALONG SAID MONTANA CIRCLE HOUSING SITE BOUNDARY, SOUTH 84°29'18" EAST, 91.00 FEET;
THENCE SOUTH 01°27'12" EAST, 36.43 FEET TO A NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 26°12'55" EAST;
THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 61.36 FEET, THROUGH A CENTRAL ANGLE OF 68°02'00", AN ARC DISTANCE OF 72.85 FEET;
THENCE SOUTH 11°00'36" EAST, 62.13 FEET;
THENCE SOUTH 84°04'52" WEST, 51.83 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 10,239± SQ. FT. OR 0.235± ACRES

WRITTEN BY: MSH/ARJ
CHECKED BY: LEC



12112 115TH AVENUE NE
KIRKLAND, WASHINGTON 98034-6929
425.821.8448 · 800.488.0756 · FAX 425.821.3481
[HTTP://WWW.TRIADASSOCIATES.NET](http://WWW.TRIADASSOCIATES.NET)



**DISCOVERY PARK
LEGAL DESCRIPTION: RELINQUISH "B"**

**TRIAD JOB NO. 09-027
MAY 6, 2014**

THAT PORTION OF A PARCEL OF LAND KNOWN AS MONTANA CIRCLE HOUSING SITE, BEING EXCEPTED PARCEL NO. 8 AS DESCRIBED IN INSTRUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 8005070540, LYING WITHIN SECTIONS 10 AND 15, TOWNSHIP 25 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A CITY OF SEATTLE MONUMENT LOCATED IN THE INTERSECTION OF 41ST AVENUE WEST AND WEST EMERSON STREET, SEATTLE, WASHINGTON;
THENCE NORTH 88°35'24" WEST, 525.38 FEET TO A CITY MONUMENT LOCATED IN THE INTERSECTION OF MAGNOLIA BOULEVARD WEST AND WEST EMERSON STREET;
THENCE NORTH 20°01'11" WEST, 2605.55 FEET TO A MONUMENT MARKED AS U.S.N.-MC-1;
THENCE NORTH 5°55'08" WEST, 567.52 FEET TO A POINT ON SAID MONTANA CIRCLE HOUSING SITE BOUNDARY;
THENCE ALONG SAID MONTANA CIRCLE HOUSING SITE BOUNDARY, SOUTH 84°29'18" EAST, 185.66 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE ALONG SAID MONTANA CIRCLE HOUSING SITE BOUNDARY, SOUTH 84°29'18" EAST, 13.76 FEET;
THENCE SOUTH 16°05'08" EAST, 50 FEET;
THENCE SOUTH 73°54'52" WEST, 27.13 FEET;
THENCE NORTH 01°29'56" WEST, 56.90 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,067± SQ. FT. OR 0.024± ACRES

WRITTEN BY: MSH/ARJ
CHECKED BY: LEC



12112 115TH AVENUE NE
KIRKLAND, WASHINGTON 98034-6929
425.821.8448 · 800.488.0756 · FAX 425.821.3481
[HTTP://WWW.TRIADASSOCIATES.NET](http://WWW.TRIADASSOCIATES.NET)



**DISCOVERY PARK
LEGAL DESCRIPTION: RELINQUISH "C"**

**TRIAD JOB NO. 09-027
MAY 6, 2014**

THAT PORTION OF A PARCEL OF LAND KNOWN AS MONTANA CIRCLE HOUSING SITE, BEING EXCEPTED PARCEL NO. 8 AS DESCRIBED IN INSTRUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 8005070540, LYING WITHIN SECTIONS 10 AND 15, TOWNSHIP 25 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A CITY OF SEATTLE MONUMENT LOCATED IN THE INTERSECTION OF 41ST AVENUE WEST AND WEST EMERSON STREET, SEATTLE, WASHINGTON;
THENCE NORTH 88°35'24" WEST, 525.38 FEET TO A CITY MONUMENT LOCATED IN THE INTERSECTION OF MAGNOLIA BOULEVARD WEST AND WEST EMERSON STREET;
THENCE NORTH 20°01'11" WEST, 2605.55 FEET TO A MONUMENT MARKED AS U.S.N.-MC-1;
THENCE NORTH 5°55'08" WEST, 567.52 FEET TO A POINT ON SAID MONTANA CIRCLE HOUSING SITE BOUNDARY;
THENCE ALONG SAID MONTANA CIRCLE HOUSING SITE BOUNDARY, SOUTH 84°29'18" EAST, 199.42 FEET;
THENCE SOUTH 16°05'08" EAST, 182.82 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 16°05'08" EAST, 8.00 FEET;
THENCE SOUTH 51°00'48" EAST, 154.39 FEET;
THENCE SOUTH 04°12'00" WEST, 79.00 FEET;
THENCE NORTH 85°48'00" WEST, 13.15 FEET;
THENCE NORTH 38°42'43" WEST, 104.88 FEET;
THENCE NORTH 26°56'27" WEST, 109.27 FEET;
THENCE NORTH 73°54'52" EAST, 12.26 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 8,332± SQ. FT. OR 0.191± ACRES

WRITTEN BY: MSH/ARJ
CHECKED BY: LEC



12112 115TH AVENUE NE
KIRKLAND, WASHINGTON 98034-6929
425.821.8448 · 800.488.0756 · FAX 425.821.3481
[HTTP://WWW.TRIADASSOCIATES.NET](http://www.triadassociates.net)



WHEN RECORDED RETURN TO:

FOSTER PEPPER PLLC
1111 Third Avenue, Suite 3400
Seattle, WA 98101
Attn: Beth A. Clark

QUIT CLAIM DEED

Grantor: THE CITY OF SEATTLE, a Washington municipal corporation

Grantee: PACIFIC NORTHWEST COMMUNITIES, LLC, a Delaware limited liability company

Abbreviated Legal Description: Ptn Sec 15, 25N, 03E, WM
Complete legal on Exhibit A

Assessor's Tax Parcel ID #: Portion of 1525039012

THE CITY OF SEATTLE, a Washington municipal corporation ("Grantor" or "City"), for good and valuable consideration in hand paid does hereby convey and quitclaim to the PACIFIC NORTHWEST COMMUNITIES, LLC, a Delaware limited liability company ("Grantee"), that certain real estate described on Exhibit A attached hereto and incorporated herein by reference, as is, where is, with all faults, and without any representation or warranty whatsoever, express or implied, by Grantor, as to its condition, environmental or otherwise, or its suitability or sufficiency for the Grantee's intended uses and purposes, together with all after acquired title of the Grantor therein, subject to all matters of record (the "Property"), including, to the extent applicable, restrictions, if any, contained in the quit claim deed from the United States of America to the City of Seattle, recorded under King County recording number 8005070540, with which Grantee agrees to comply.

DATED _____, 2014.

GRANTOR: THE CITY OF SEATTLE, a Washington municipal corporation

By: _____
Name: _____
Title: _____



GRANTEE:

PACIFIC NORTHWEST COMMUNITIES, LLC, a
Delaware limited liability company

By: Northwest Military Communities, LLC, a
Delaware limited liability company, its Managing
Member

By: FC Northwest, Inc., its sole member

By: _____

Its: _____

Dated: _____



STATE OF WASHINGTON

SS.

COUNTY OF KING

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of THE CITY OF SEATTLE, a Washington municipal corporation, to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 2014

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of
Washington, residing at _____

My appointment expires _____



STATE OF WASHINGTON

COUNTY OF _____

ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of FC Northwest, Inc. a corporation, which is the sole member of Northwest Military Communities, LLC, a limited liability company, which is the managing member of PACIFIC NORTHWEST COMMUNITIES, LLC, a limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, _____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____



EXHIBIT A
Legal Description

DISCOVERY PARK **TRIAD JOB NO. 09-027**
LEGAL DESCRIPTION: CONVEYANCE SE CORNER CITY TO PNWC
FEBRUARY 21, 2014

THAT PORTION OF FORT LAWTON, IN THE CITY OF SEATTLE, AND LOCATED WITHIN SECTION 15 OF TOWNSHIP 25 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON AS DESCRIBED IN QUIT CLAIM DEED FROM THE UNITED STATES OF AMERICA TO THE CITY OF SEATTLE RECORDED UNDER KING COUNTY RECORDING NUMBER 8005070540 DESCRIBED AS FOLLOWS:

BEGINNING AT A CITY OF SEATTLE MONUMENT LOCATED IN THE INTERSECTION OF 41ST AVENUE WEST AND WEST EMERSON STREET, SEATTLE, WASHINGTON:
THENCE NORTH 88°35'24" WEST, 525.38 FEET TO A CITY MONUMENT LOCATED IN THE INTERSECTION OF MAGNOLIA BOULEVARD WEST AND WEST EMERSON STREET;
THENCE NORTH 20°01'11" WEST, 2605.55 FEET TO A MONUMENT MARKED AS U.S.N.-MC-1;
THENCE SOUTH 89°04'14" EAST, 239.66 FEET TO A MONUMENT MARKED AS U.S.N.-MC-5;
THENCE NORTH 36°07'30" EAST, 1.86 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 36°07'30" EAST, 93.78 FEET TO A NON-TANGENT CURVE TO THE RIGHT, WHICH CENTER BEARS SOUTH 86°37'25" WEST;
THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 73.72 FEET, THROUGH A CENTRAL ANGLE OF 79°00'09", AN ARC DISTANCE OF 101.65 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,079± SQ. FT. OR 0.025± ACRES



AFTER RECORDING RETURN TO:

Foster Pepper PLLC
1111 Third Avenue, Suite 3400
Seattle, WA 98101
Attention: Beth A. Clark

ACCESS EASEMENT AGREEMENT
Discovery Park Boulevard/Montana Circle Residence

Grantor:	The City of Seattle by and through its Department of Parks and Recreation
Grantee:	Pacific Northwest Communities, LLC, a Delaware limited liability company
Grantor Property/Abbreviated Legal Description:	Ptn Sec 9, 10, 15 and 16, 25N, 03E, WM Complete legal description on <u>Exhibit A</u>
Grantee Property/Abbreviated Legal Description:	Ptn Sec 15; 25N, 03E, WM; NW 1/4 Ptn Sec 10, 25N, 03E, WM; SW 1/4 Complete legal description on <u>Exhibit B</u>
Grantor Property/Assessor's Tax Parcel No.:	Portion of 1525039012
Grantee Property/Assessor's Tax Parcel No.:	Portion of 1525039047
Reference No. (If applicable):	<u>N/A</u>



ACCESS EASEMENT AGREEMENT
Discovery Park Boulevard/Montana Circle Residence

THIS ACCESS EASEMENT AGREEMENT (“Agreement”), by and between the City of Seattle acting by and through its Department of Parks and Recreation (“City” or “Grantor”) and Pacific Northwest Communities, LLC, a Delaware limited liability company (“PNC” or “Grantee”), is dated as of the date fully executed by both Grantor and Grantee and shall be effective upon the date of recording (“Effective Date”).

Recitals

A. City owns the real property legally described in Exhibit A attached hereto and made a part hereof (the “Grantor Property”). The Grantor Property is a portion of a strip of land commonly known as Kansas Avenue, located within Discovery Park in Seattle, Washington. The Grantor Property is currently paved but is not a public street, boulevard or drive.

B. PNC owns real property immediately adjacent to the Grantor Property and legally described in Exhibit B attached hereto and made a part hereof (the “Grantee Property”). The Grantee Property consists of two private residences in a single structure with a street address of 902A and 902B Montana Circle, Seattle, Washington.

C. City has agreed to grant for the benefit of the Grantee Property, a perpetual nonexclusive easement over, upon, and across the Grantor Property for the purpose of providing vehicular ingress to and egress from the Grantee Property from and to Discovery Park Boulevard, also known as Utah Street, a public park boulevard within Discovery Park, upon the terms and conditions hereinafter set forth.

Agreement

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound, hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Grant of Easement. As of the Effective Date, City hereby grants and conveys, without fee or charge, to Grantee a perpetual nonexclusive easement, which is appurtenant to, and runs with the Grantee Property, over, upon, and across the Grantor Property (the “Easement”). The location of the Easement is depicted in the survey sketch attached hereto as Exhibit C.

3. Purpose of Easement. The purpose of the Easement is to provide regular and routine vehicular and pedestrian access between the Grantee Property and Discovery Park Boulevard, also



known as Utah Street, for all vehicular and pedestrian access purposes necessary or desirable for use and occupation of the Grantee Property and for maintenance and repair of the Grantor Property as provided in Section 8 below.

4. Use by Grantee. Use of the Grantor Property by Grantee and others accessing the Grantee Property at the invitation of Grantee, performing work at the invitation of the owner(s) of the Grantee Property, or otherwise as authorized by the owner(s) of the Grantee Property, is limited to the purposes described in Section 3 above. Any other use (with the exception of such use as is open to the general public) is expressly prohibited, including, without limitation, parking of vehicles or equipment; placement or storage of structures, material, equipment, or personal property of any kind; and use for access to, or for the benefit of, any property other than the Grantee Property.

5. City/Public Use. The City may use the Grantor Property for any purpose that does not unreasonably interfere with the purposes of the Easement described in Section 3 above. In addition, the City may from time to time close the Grantor Property for public safety, construction activities, emergencies, or as otherwise deemed necessary by the City. Except in case of emergency, City will use reasonable efforts to give at least 48 hours advance notice of such impending closures to Grantee, at the address provided in Section 17 below, and to otherwise minimize or limit disruption to Grantee in its use of the Grantor Property. Grantee acknowledges, for itself, its successors, transferees and assigns, that the City, its agents, employees and contractors, drive across the Grantor Property from time to time for solid waste pickup and for vehicular access to and between portions of Discovery Park, and that members of the public often use the Grantor Property for pedestrian and bicycle access to and between portions of Discovery Park.

6. Binding Effect. The rights and obligations, and the terms, covenants and conditions contained in this Agreement are not personal, but shall run with the Grantor Property and the Grantee Property and shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, assigns and successors in interest to the Grantor Property and the Grantee Property.

7. Appurtenant Easement. The Grantee Property is adjacent and contiguous to the Grantor Property, and the Easement is granted for the benefit of the Grantee Property. Therefore, the Easement is an easement appurtenant to the Grantee Property.

8. Maintenance and Repairs. The Grantor Property is presently an unmaintained paved area. The City has the right, but no obligation or responsibility, to maintain or repair or replace or install paving or other improvements on the Grantor Property and shall have no liability related to the Grantor Property to Grantee, its transferees, assigns and successors in interest. Grantee is aware of the present condition of the Grantor Property and accepts the condition of the Grantor Property AS IS, WHERE IS, WITH ALL DEFECTS, IF ANY. If Grantee desires, in Grantee's sole discretion, to make elective repairs or improvements to the Grantor Property, Grantee shall first notify the City in writing, at the address provided in Section 17 below, and provide three sets of plans (one of which must be in generally accepted digital format) to the City showing the work that



Grantee desires to accomplish. Grantee shall do no work until after receiving written permission from the City's Park Engineer, obtaining all necessary permits for such work, and providing evidence satisfactory to the City's Park Engineer that the contractor who will perform the work is licensed, bonded, and insured. Grantee, through its contractor, shall complete all work expeditiously and at its sole cost and expense and shall promptly repair any damage to the Grantor Property or to any area outside of the Grantor Property caused by such work. Neither Grantee nor its contractor(s) shall use or occupy any portion of Discovery Park outside of the Grantor Property for such work or staging without the prior written permission of City. In the event that Grantee or Grantee's employees, agents, contractors, invitees, licensees or tenants damage the Grantor Property, then Grantee shall repair the Grantor Property, following the same procedures and requirements described above for elective repair and improvement.

9. Insurance. During the term of this Agreement Grantee, and each successor to Grantee, shall, at its or their own expense, maintain on file with the City prior to exercising any rights under this Agreement currently effective and satisfactory certification of primary Comprehensive General Liability insurance with limits of liability incident to Grantee's exercise of rights under this Agreement of not less than \$1,000,000 combined single limit per occurrence subject to no deductible. Such policy must specifically include "the City of Seattle" as an additional insured for primary and non-contributory limits of liability incident to Grantee's exercise of rights under this Agreement and provide that the City shall be given not less than thirty (30) days prior written notice of cancellation or non-renewal, except ten (10) days with respect to cancellation for non-payment of premium. Failure to provide and maintain insurance as required by this Section 9 is cause for termination of this Agreement and the Easement. Certification of insurance shall be issued to "The City of Seattle, Risk Management Division, P.O. Box 94669, Seattle, WA 98124-4669" and shall be delivered electronically in PDF format as an email attachment to riskmanagement@seattle.gov with a copy to Grantor at the address provided in Section 17 below.

10. Release and Indemnification. Grantee, for itself, its successors and assigns, does hereby agree to release, indemnify and promise to defend and save City harmless from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by or in defense thereof, asserted or arising directly or indirectly on account of the acts, errors or omissions of Grantee and its employees, agents, contractors, customers, visitors, invitees and licensees in connection with the Grantor Property or this Agreement; provided, however, that this paragraph does not purport to indemnify City against liability for damages arising out of bodily injury to persons or damage to property to the extent caused by or resulting from the gross negligence or willful misconduct of City and/or City's agents or employees or members of the general public. Grantee's indemnity obligations shall survive termination of this Agreement and the Easement.

11. Environmental Obligations. Grantee will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under, above or about the Grantor Property (or off-site of the Grantor Property that might affect the Grantor Property), or transport to or from the



Grantor Property, in a manner that violates any Environmental or Safety Law or results in contamination of the Grantor Property, any Hazardous Substance or authorize any other person or entity to do so. Grantee shall protect, indemnify, hold harmless and defend the City and its successors, transferees 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 covenant or agreement contained in this Section 11 including, without limitation, the costs of any required or necessary repairs, cleanup or detoxification of the Grantor Property or Grantor's property adjacent to the Grantor Property and the preparation and implementation of any closure, remedial or other required plans. This indemnity does not apply to actions of the City, its agents or independent contractors or members of the general public. For the purpose of this Section 11, 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.

12. Enforcement. In the event of a breach of any of the covenants or agreements set forth in this Agreement, the parties hereto shall be entitled to any and all remedies available at law or in equity, including but not limited to the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of appropriate jurisdiction.

13. Amendment. This Agreement may not be modified or amended without the prior written approval of the then owners of the land which is benefited or burdened by the provisions of any amendment to this Agreement.



14. Termination. Grantor may terminate this Agreement and the Easement granted immediately upon the change of use of the Grantee Property. If the Grantee Property is redeveloped, then Grantee shall design new driveway access to the Grantee Property from Montana Circle, if permitted by the Seattle Landmarks Preservation Board, and the parties shall terminate this Agreement and the Easement.

15. Waiver. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

16. Captions. The captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

17. Notices. All notices, demands, requests, consents and approvals which may, or are required to, be given by any party to any other party hereunder shall be in writing and shall be deemed to have been duly given if (i) delivered personally, (ii) sent by a nationally recognized overnight delivery service, or (iii) sent by U.S. mail, postage prepaid, return receipt requested, to:

City at: Parks Real Estate
800 Maynard Avenue S., Suite 300
Seattle, WA 98134
Attn: Property Management

Grantee at: Pacific Northwest Communities, LLC
19578 - 10th Avenue NE
Poulsbo, WA 98370

or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

18. Notice of Transfer. Grantee shall give written notice to the City of Grantee's transfer of title to all or any portion of the Grantee Property, which shall include the name of the transferee and an address for notice under this Agreement. Grantee shall notify its transferee of the insurance requirements under this Agreement, which are a precondition to use of the Easement. Grantee's failure to do any of the foregoing shall not affect the City's rights under this Agreement, and until the City receives actual written notice of an address for a transferee, the City's notices shall be effective if given to the address contained in this Agreement.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.



20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one instrument.

CITY: CITY OF SEATTLE

By: _____
Its: _____
Dated: _____

PNC: PACIFIC NORTHWEST COMMUNITIES, LLC, a
Delaware limited liability company

By: Northwest Military Communities, LLC, a Delaware
limited liability company, its Managing Member

By: FC Northwest, Inc., its sole member

By: _____
Its: _____
Dated: _____



STATE OF WASHINGTON

ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ Superintendent of Parks and Recreation of the City of Seattle, a municipal corporation, to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, _____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at _____

My appointment expires _____



STATE OF WASHINGTON

ss.

COUNTY OF _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of FC Northwest, Inc. a corporation, which is the sole member of Northwest Military Communities, LLC, a limited liability company, which is the managing member of PACIFIC NORTHWEST COMMUNITIES, LLC, a limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, _____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at _____

My appointment expires _____



EXHIBIT A
ACCESS EASEMENT AGREEMENT

Legal Description of the Grantor Property

MONTANA CIRCLE
LEGAL DESCRIPTION: PROPOSED INGRESS-EGRESS

TRIAD JOB NO. 09-027
MAY 7, 2014

THAT PORTION OF FORT LAWTON, IN THE CITY OF SEATTLE, AND LOCATED WITHIN SECTION 15 OF TOWNSHIP 25 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, AS DESCRIBED IN QUIT CLAIM DEED FROM THE UNITED STATES OF AMERICA TO THE CITY OF SEATTLE RECORDED UNDER KING COUNTY RECORDING NUMBER 8005070540, DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY OF SEATTLE MONUMENT LOCATED IN THE INTERSECTION OF 41ST AVENUE WEST AND WEST EMERSON STREET, SEATTLE, WASHINGTON;

THENCE NORTH 88°35'24" WEST, 525.38 FEET TO A CITY MONUMENT LOCATED AT THE INTERSECTION OF MAGNOLIA BOULEVARD WEST AND WEST EMERSON STREET;

THENCE NORTH 20°01'11" WEST, 2605.55 FEET TO A MONUMENT MARKED AS U.S.N.-MC-1 AT THE SOUTHWEST CORNER OF THE **MONTANA CIRCLE HOUSING PARCEL** AS DESCRIBED AS EXCEPTED PARCEL 8 OF FORT LAWTON CONVEYANCE RECORDED UNDER SAID KING COUNTY RECORDING NUMBER 8005070540, AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 05°55'08" WEST ALONG THE WEST LINE OF SAID **MONTANA CIRCLE HOUSING PARCEL**, 105.00 FEET;

THENCE SOUTH 84°04'52" WEST, 27.00 FEET TO A LINE PARALLEL WITH AND 27.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, SAID WEST LINE OF **MONTANA CIRCLE HOUSING PARCEL**;

THENCE SOUTH 05°55'08" EAST ALONG SAID PARALLEL LINE, 30.31 FEET;

THENCE SOUTH 30°16'18" WEST, 14.40 FEET TO A LINE PARALLEL WITH AND 35.50 FEET WEST OF, AS MEASURED PERPENDICULAR TO, SAID WEST LINE OF **MONTANA CIRCLE HOUSING PARCEL**;

THENCE SOUTH 05°55'08" EAST ALONG SAID PARALLEL LINE, 68.89 FEET TO A LINE PARALLEL WITH AND 10.00 FEET SOUTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH LINE OF SAID **MONTANA CIRCLE HOUSING PARCEL**;

THENCE SOUTH 89°04'14" EAST ALONG SAID PARALLEL LINE, 35.76 FEET TO A POINT WHICH BEARS SOUTH 05°55'08" EAST FROM THE TRUE POINT OF BEGINNING;



12112 115TH AVENUE NE
KIRKLAND, WASHINGTON 98034-6929
425.821.8448 · 800.488.0756 · FAX 425.821.3481
[HTTP://WWW.TRIADASSOCIATES.NET](http://WWW.TRIADASSOCIATES.NET)

LAND DEVELOPMENT CONSULTANTS

EXHIBIT A



THENCE NORTH 05°55'08" WEST, 10.07 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 3,702± SQ. FT. OR 0.085± ACRES.

WRITTEN BY: ARJ
CHECKED BY: MSH



12112 115TH AVENUE NE
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LAND DEVELOPMENT CONSULTANTS

EXHIBIT A

51233800.8

ATT 4 to DPR Discovery Park Montana Circle LBA ORD



EXHIBIT B
ACCESS EASEMENT AGREEMENT

Legal Description of the Grantee Property

Residential Units 902A and 902B, Montana Circle, Seattle, WA 98199 being a part of that certain real property legally described as follows:

**DISCOVERY PARK
LEGAL DESCRIPTION: REVISED MONTANA CIRCLE**

**TRIAD JOB NO. 09-027
APRIL 4, 2014**

A PARCEL OF LAND KNOWN AS MONTANA CIRCLE HOUSING SITE WITHIN SECTIONS 10 AND 15 TOWNSHIP 25 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A CITY OF SEATTLE MONUMENT LOCATED IN THE INTERSECTION OF 41ST AVENUE WEST AND WEST EMERSON STREET, SEATTLE, WASHINGTON:

THENCE NORTH 88°35'24" WEST, 525.38 FEET TO A CITY MONUMENT LOCATED IN THE INTERSECTION OF MAGNOLIA BOULEVARD WEST AND WEST EMERSON STREET;

THENCE NORTH 20°01'11" WEST, 2605.55 FEET TO A MONUMENT MARKED AS U.S.N.-MC-1 AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 5°55'08" WEST, 395.52 FEET;

THENCE NORTH 84°04'52" EAST, 51.83 FEET;

THENCE NORTH 11°00'36" WEST, 62.13 FEET TO A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 85°45'05" EAST;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 61.36 FEET, THROUGH A CENTRAL ANGLE OF 68°02'00", AN ARC DISTANCE OF 72.85 FEET;

THENCE NORTH 01°27'12" WEST, 36.43 FEET TO A POINT ON THE DISCOVERY PARK BOUNDARY;

THENCE ALONG DISCOVERY PARK BOUNDARY, SOUTH 84°29'18" EAST, 94.66 FEET;

THENCE LEAVING SAID PARK LINE, SOUTH 01°29'56" EAST, 56.90 FEET;

THENCE NORTH 73°54'52" EAST, 27.13 FEET TO A POINT ON THE DISCOVERY PARK BOUNDARY;

THENCE ALONG DISCOVERY PARK BOUNDARY SOUTH 16°05'08" EAST, 124.82 FEET;

THENCE LEAVING SAID PARK LINE, SOUTH 73°54'52" WEST, 12.26 FEET;

THENCE SOUTH 26°56'27" EAST, 109.27 FEET;

THENCE SOUTH 38°42'43" EAST, 104.88 FEET;

EXHIBIT B

51233800.8



THENCE SOUTH 85°48'00" EAST, 13.15 FEET;

THENCE SOUTH 04°12'00" WEST, 120.72 FEET TO A MONUMENT MARKED USN-MC-4 AND A POINT ON A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 86°37'25" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 73.72 FEET, THROUGH A CENTRAL ANGLE OF 79°00'09", AN ARC DISTANCE OF 101.65 FEET;

THENCE SOUTH 36°07'30" WEST, 1.86 FEET;

THENCE NORTH 89°04'14" WEST, 239.66 FEET TO THE TRUE POINT OF BEGINNING.



12112 115TH AVENUE NE
KIRKLAND, WASHINGTON 98034-6929
425.821.8448 · 800.488.0756 · FAX 425.821.3481
[HTTP://WWW.TRIADASSOCIATES.NET](http://www.triadassociates.net)

LAND DEVELOPMENT CONSULTANTS

EXHIBIT B

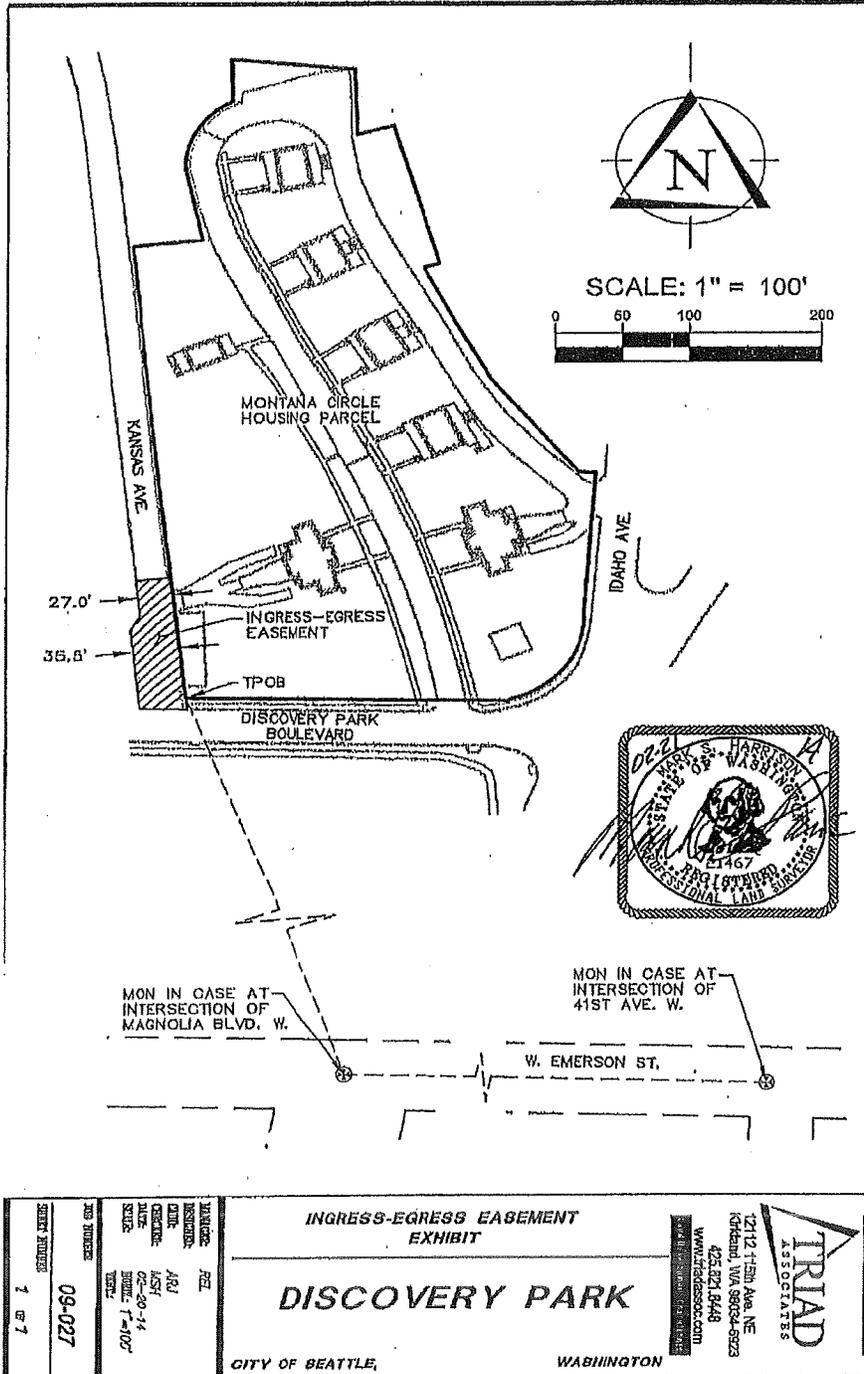
51233800.8

ATT 4 to DPR Discovery Park Montana Circle LBA ORD



EXHIBIT C
ACCESS EASEMENT AGREEMENT

Survey of Easement Location



INGRESS-EGRESS EASEMENT EXHIBIT		TRIAD ASSOCIATES 12112 115th Ave. NE Kirkland, WA 98034-6923 425.824.8448 www.triadassoc.com
DISCOVERY PARK		
TITLE NUMBER: 09-027 DATE: 05-20-14 SCALE: HORIZ. 1"=100' VERT.	CITY OF SEATTLE, WASHINGTON	1 of 1

EXHIBIT C

51233800.8



Richard Gholaghong
DPR Discovery Park Montana Circle LBA ORD ATT 5
May 27, 2014
Version #1

RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:

FOSTER PEPPER PLLC
1111 Third Avenue, Suite 3400
Seattle, Washington 98101-3299
Attention: Beth A. Clark

LANDSCAPE MAINTENANCE EASEMENT AGREEMENT
Discovery Park/Montana Circle

Grantor: The City of Seattle by and through its Department of Parks
and Recreation

Grantee: Pacific Northwest Communities, LLC, a Delaware limited
liability company

Grantor Property/Abbreviated
Legal Description: Ptn Sec. 15, 25 N, 03E, WM
Complete legal description on Exhibit A

Grantee Property/Abbreviated
Legal Description: Ptn Sec. 15, 25 N, 03E, WM; NW 1/4
Ptn Sec 10, 25 N, 03E, WM; SW 1/4
Complete legal description on Exhibit B

Grantor Property/Assessor's Tax
Parcel No.: Portion of 1525039012, 1025039057 and 1525039047

Grantee Property/Assessor's Tax
Parcel No: Portion of 1525039047

Reference No.
(If applicable): N/A



LANDSCAPE MAINTENANCE EASEMENT AGREEMENT
Discovery Park/Montana Circle

This Landscape Maintenance Easement Agreement (this "Agreement"), by and between the City of Seattle by and through its Department of Parks and Recreation ("City" or "Grantor") and Pacific Northwest Communities, LLC, a Delaware limited liability company ("PNC" or "Grantee"), is dated as of the date fully executed by both Grantor and Grantee and shall be effective upon the date of recording ("Effective Date").

RECITALS

A. City owns the real property legally described in Exhibit A attached hereto and made a part hereof (the "Grantor Property"). The Grantor Property is a portion of the City-owned public park known as Discovery Park and located in Seattle, Washington.

B. The Grantor Property is located in the Fort Lawton Landmark District.

C. Grantee owns certain real property immediately adjacent to the Grantor Property and legally described in Exhibit B attached hereto and made a part hereof (the "Grantee Property"). The Grantee Property commonly known as Montana Circle, is located within Discovery Park, and is part of the Fort Lawton Landmark District.

D. City has agreed to grant a nonexclusive easement for landscape installation and maintenance purposes over and upon the Grantor Property in favor of Grantee to allow Grantee to install and maintain landscaping improvements, consistent with Fort Lawton Landmark District standards and requirements and acceptable to the City, subject to the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.

2. Grant of Easement. As of the Effective Date, City hereby grants and conveys, without fee or charge, to Grantee and to those Permitted Assignees as defined in Section 6



below, a nonexclusive easement over and upon the Grantor Property (the "Easement"). A site plan depicting the location of the Grantor Property is attached hereto as Exhibit C.

3. Purpose of Easement. The purpose of the Easement is to allow Grantee and Permitted Assignees to periodically install, maintain and remove Vegetative Landscaping (defined in Section 5 below) on and within the Grantor Property, subject to the terms and conditions of this Agreement, and for no other purpose.

4. Use by Grantee. Use of the Grantor Property is limited to the purposes described in Section 3 above, and subject to the terms and conditions of this Agreement. Any other use is expressly prohibited other than such use as is open to members of the general public. Fruit and vegetable gardening and planting of edible plants intended for human consumption are expressly prohibited.

5. Installation and Maintenance of Vegetative Landscaping. In the event that Grantee elects to install or remove any plants, trees or other vegetation ("Vegetative Landscaping") on the Grantor Property:

(a) Grantee shall first contact the Seattle Historic Preservation Officer (as defined in the Seattle Municipal Code) concerning necessary approvals by the Seattle Landmarks Preservation Board (as defined in the Seattle Municipal Code) and for information about appropriate plantings in the Fort Lawton Historic District (as defined in the Seattle Municipal Code). Grantee shall then submit to Grantor three copies of a planting plan or removal and replanting plan (one of which must be in generally accepted digital format), as applicable. Grantee shall do no work until after receiving written permission from the City's Superintendent of Parks and Recreation or his/her designee ("Superintendent"), reaching written agreement with the Department of Parks and Recreation about the standard of maintenance for the Vegetative Landscaping ("Maintenance Standards"); verifying location of utilities (see Section 5(b) below); obtaining all other necessary permits and other approvals for such work at Grantee's cost, including, without limitation, a certificate of approval from the Seattle Landmarks Preservation Board ("Certificate of Approval") as provided in the Seattle Municipal Code; providing the name and address of the contractor who will perform the work and evidence satisfactory to the Superintendent that the contractor is licensed, bonded, and insured; and providing evidence to the Superintendent of receipt of a Certificate of Approval or written evidence from the Seattle Historic Preservation Officer that a Certificate of Approval is not required. Grantee, through its contractor, shall complete all work expeditiously and at its sole cost and expense and shall promptly repair any damage to the Grantor Property or to any area of Discovery Park outside of the Grantor Property caused by such work. Neither Grantee nor its contractor(s) shall use or occupy any portion of Discovery Park lying outside of the Grantor Property for such work or staging of such work without the prior written permission of the Superintendent. Installation of any and all Vegetative Landscaping by Grantee



pursuant to this Agreement is intended to be solely discretionary on the part of Grantee, and nothing within this Agreement shall obligate or be deemed to obligate Grantee to install any Vegetative Landscaping within the Grantor Property. Grantee shall be solely responsible for all costs of installation and upkeep and maintenance of any and all Vegetative Landscaping Grantee elects to install within the Grantor Property. Grantee shall maintain, through a licensed, bonded and insured contractor, Vegetative Landscaping according to the Maintenance Standards. In the event that Grantee fails to maintain Vegetative Landscaping consistent with the Maintenance Standards, then City, following a minimum of thirty (30) days written notice to Grantee, may elect in its sole discretion to terminate this Agreement and to perform such maintenance at its expense or to remove some or all Vegetative Landscaping at Grantee's expense.

(b) In addition to the provisions of Section 5(a) above, with respect to that portion of the Grantor Property depicted in Exhibit C attached hereto and described as the "Sewer Utility Area," Grantee further agrees that no Vegetative Landscaping or obstruction of any kind shall be erected or planted, or any fill material placed within the boundaries of the Sewer Utility Area without the written permission of the City's Director of Seattle Public Utilities, or any such office or board who may hereafter succeed to the jurisdiction and powers in respect to the utilities within the Sewer Utility Area now possessed by the City acting through its agency, Seattle Public Utilities. In addition, Grantee agrees no excavation shall be made within five (5) feet of the Sewer Utility Area.

6. Assignment

(a) This Easement and all rights and obligations of Grantee in this Agreement are not assignable except: (a) to a new owner of the entire Grantee Property; or (b) in the event that the Grantee Property is converted to a condominium (a "Condominium") and/or the Grantee Property is subdivided into lots or unit lots, to a single owners' association ("HOA") for the Condominium and/or subdivision, as applicable. The foregoing are referred to herein as "Permitted Assignees." No assignment to a Permitted Assignee shall be valid or enforceable unless and until Grantee delivers to the Department of Parks and Recreation and the Superintendent of Parks and Recreation or designee approves (i) an executed assignment in the form attached hereto as Exhibit D ("Assignment"), (ii) evidence of insurance as required by Section 8 below, (iii) if the Permitted Assignee is a corporation, limited liability company or limited partnership (an "entity"), copies of the charter documents of the Permitted Assignee evidencing its power and authority to perform Grantee's obligations under the Agreement (and, if the Permitted Assignee is a limited partnership whose general partner is an entity, copies of such general partner's charter documents), (iv) if the Permitted Assignee is an entity, a certificate of existence ("Certificate of Existence") for the Permitted Assignee (and, if the Permitted Assignee is a limited partnership whose general partner is an entity, a Certificate of Existence for the general partner) issued by the Washington Secretary of State dated no earlier than thirty days



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prior to delivery thereof to Grantor, and (v) if the Permitted Assignee is a new owner of the entire Grantee Property, a conformed copy of the recorded deed conveying the Grantee Property to the Permitted Assignee. As used herein, "charter documents" shall mean (i) for a HOA, the HOA's Articles of Incorporation and Bylaws, (ii) for a corporation other than a HOA, the corporation's Articles of Incorporation, Bylaws and authorizing resolutions of the corporation's Board of Directors, (iii) for a limited liability company, the company's Certificate of Formation, Operating Agreement and resolutions of the company's manager (if the company is manager-managed) or members (if the company is member-managed), or (iv) for a limited partnership, the limited partnership's Certificate of Limited Partnership, Limited Partnership Agreement and authorizing resolutions of the limited partnership's general partner. Grantor may withhold or condition its consent to an assignment of this Agreement only if Grantee fails to meet the requirements set forth above. Upon Grantor's approval of information provided by Grantee, Grantee shall record the Assignment with King County (Recorder's Office) within thirty (30) days of Grantor's approval, and provide a copy of the recorded document(s) to Grantor within forty-five (45) days of recordation.

(b) No other assignment of the Easement or of the rights and obligations of Grantee under this Agreement to other than a Permitted Assignee shall be permitted without the prior express written consent of the Superintendent, which may be withheld in the Superintendent's sole discretion.

(c) This Easement and the rights and obligations in this Agreement do not run with the Grantee Property and are personal to Grantee and Permitted Assignees.

7. City Use. The City may use the Grantor Property for any purpose that does not unreasonably interfere with the purposes of the Easement described in Section 3 above. In addition, the City may from time to time close the Grantor Property for public safety, construction, maintenance and repair activities, emergencies, or as otherwise deemed necessary by the City.

8. Insurance. Grantee shall, at its own expense, maintain on file with the City prior to exercising any rights under this Agreement and for the duration of this Agreement, currently effective and satisfactory certification of primary Comprehensive General Liability insurance with limits of liability incident to Grantee's exercise of rights under this Easement of not less than \$1,000,000 combined single limit per occurrence subject to no deductible. Such policy must specifically include "the City of Seattle" as an additional insured for primary and non-contributory limits of liability incident to Grantee's exercise of rights under this Easement and provide that the City shall be given not less than thirty (30) days prior written notice of cancellation or non-renewal, except ten (10) days with respect to cancellation for non-payment of premium. Certification of insurance shall be issued to "The City of Seattle, Risk Management Division, P.O. Box 94669, Seattle, WA 98124-4669" and shall be delivered electronically in



Richard Gholaghong
DPR Discovery Park Montana Circle LBA ORD ATT 5
May 27, 2014
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PDF format as an email attachment to riskmanagement@seattle.gov with a copy to Grantor at the address provided in Section 15 below.

9. Release and Indemnification. Grantee does hereby release, indemnify and promise to defend and save City harmless from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by or in defense thereof, asserted or arising directly or indirectly on account of the acts, errors or omissions of Grantee and its employees, agents, and contractors in connection with the Grantor Property or this Agreement; provided, however, that this paragraph does not purport to indemnify City against liability for damages arising out of bodily injury to persons or damage to property to the extent caused by or resulting from the gross negligence or willful misconduct of City and/or City's agents or employees or members of the general public.

10. Environmental Obligations. Grantee will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under, above or about the Grantor Property (or off-site of the Grantor Property that might affect the Grantor Property), or transport to or from the Grantor Property, in a manner that violates any Environmental or Safety Law or results in contamination of the Grantor Property, any Hazardous Substance or authorize any other person or entity to do so. Grantee shall protect, indemnify, hold harmless and defend the City and its successors, transferees 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 covenant or agreement contained in this Section 10 including, without limitation, the costs of any required or necessary repairs, cleanup or detoxification of the Grantor Property or Grantor's property adjacent to the Grantor Property and the preparation and implementation of any closure, remedial or other required plans. This indemnity does not apply to actions of the City, its agents or independent contractors or members of the general public. For the purpose of this Section 10, 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.

11. Enforcement. In the event of a breach of any of the covenants or agreements set forth in this Agreement, the parties hereto shall be entitled to any and all remedies available at law or in equity, including but not limited to the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of appropriate jurisdiction. In addition, in the event that Grantee (or any Permitted Assignee, if applicable) violates any of its covenants or agreements set forth in this Agreement, then City, following a minimum of thirty (30) days written notice to Grantee, may elect in its sole discretion to terminate this Agreement.

12. Amendment; Termination. This Agreement may be modified or amended only by written agreement of the parties, subject to City Council approval if determined necessary by the Grantor. This Agreement may be terminated only as provided in Sections 5 and 11 or by a minimum of thirty (30) days written notice to Grantee in the event that the Grantor Property is required for park improvements, including, without limitation, Discovery Park Boulevard right of way improvements, improving or installing walking paths or utility upgrade. Termination is effective upon the date stated in the written notice under Sections 5, 11 or this Section 12, and Grantor may, at its election, record a termination of the Easement and this Agreement in the records of the King County Recorder. Indemnity under Section 9 of this Agreement for actions, claims and events arising or occurring prior to termination survive termination. Except for unilateral termination of the Easement and this Agreement by the City under this Section 12, Grantee's obligation for removal expenses of Vegetative Landscaping survives termination.

13. Waiver. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

14. Captions. The captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.



Richard Gholaghong
DPR Discovery Park Montana Circle LBA ORD ATT 5
May 27, 2014
Version #1

15. Notices. All notices, demands, requests, consents and approvals which may, or are required to, be given by any party to any other party hereunder shall be in writing and shall be deemed to have been duly given if (i) delivered personally, (ii) sent by a nationally recognized overnight delivery service, or (iii) sent by U.S. mail, postage prepaid, return receipt requested, to:

City at: Seattle Department of Parks and Recreation
800 Maynard Avenue S., Suite 300
Seattle, WA 98134
Attn: Property Management

Grantee at: Pacific Northwest Communities, LLC
19578 – 10th Avenue NE
Poulsbo, WA 98370

or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one instrument.



Richard Gholaghong
DPR Discovery Park Montana Circle LBA ORD ATT 5
May 27, 2014
Version #1

CITY: CITY OF SEATTLE

By: _____
Its: _____
Dated: _____

GRANTEE: PACIFIC NORTHWEST COMMUNITIES, LLC, a
Delaware limited liability company

By: Northwest Military Communities, LLC, a Delaware
limited liability company, its Managing Member

By: FC Northwest, Inc., its sole member

By: _____
Its: _____
Dated: _____

Exhibits

- Exhibit A - Legal Description of Grantor Property
- Exhibit B - Legal Description of Grantee Property
- Exhibit C - Depiction of Grantor Property and Sewer Utility Area
- Exhibit D - Assignment and Assumption of Grantee Rights/Obligations Under Landscape Maintenance Easement Agreement



Richard Gholaghong
DPR Discovery Park Montana Circle LBA ORD ATT 5
May 27, 2014
Version #1

STATE OF WASHINGTON

ss.

COUNTY OF _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of _____ a municipal corporation, to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, _____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____



Richard Gholaghong
DPR Discovery Park Montana Circle LBA ORD ATT 5
May 27, 2014
Version #1

STATE OF WASHINGTON

ss.

COUNTY OF _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of FC Northwest, Inc. a corporation, which is the sole member of Northwest Military Communities, LLC, a limited liability company, which is the managing member of PACIFIC NORTHWEST COMMUNITIES, LLC, a limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, _____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____



Richard Gholaghong
DPR Discovery Park Montana Circle LBA ORD ATT 5
May 27, 2014
Version #1

EXHIBIT A
LEGAL DESCRIPTION OF GRANTOR PROPERTY

MONTANA CIRCLE

**TRIAD JOB NO. 09-027
MAY 7, 2014**

THAT PORTION OF FORT LAWTON, IN THE CITY OF SEATTLE, AND LOCATED WITHIN SECTIONS 15 OF TOWNSHIP 25 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, AS DESCRIBED IN QUIT CLAIM DEED FROM THE UNITED STATES OF AMERICA TO THE CITY OF SEATTLE RECORDED UNDER KING COUNTY RECORDING NUMBER 8005070540, DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY OF SEATTLE MONUMENT LOCATED IN THE INTERSECTION OF 41ST AVENUE WEST AND WEST EMERSON STREET, SEATTLE, WASHINGTON;

THENCE NORTH 88°35'24" WEST, 525.38 FEET TO A CITY MONUMENT LOCATED AT THE INTERSECTION OF MAGNOLIA BOULEVARD WEST AND WEST EMERSON STREET;

THENCE NORTH 20°01'11" WEST, 2605.55 FEET TO A MONUMENT MARKED AS U.S.N.-MC-1 AT THE SOUTHWEST CORNER OF THE **MONTANA CIRCLE HOUSING PARCEL** AS DESCRIBED AS EXCEPTED PARCEL 8 OF FORT LAWTON CONVEYANCE RECORDED UNDER SAID KING COUNTY RECORDING NUMBER 8005070540, AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°04'14" EAST ALONG THE SOUTH LINE OF SAID **MONTANA CIRCLE HOUSING PARCEL**, 239.66 FEET TO A MONUMENT MARKED AS U.S.N.-MC-5;

THENCE NORTH 36°07'30" EAST ALONG THE EASTERLY LINE OF SAID **MONTANA CIRCLE HOUSING PARCEL**, 1.86 FEET TO A POINT ON A CURVE, THE CENTER OF WHICH BEARS NORTH 14°22'26" WEST, 73.72 FEET;

THENCE CONTINUING ALONG SAID EASTERLY LINE AND NORTHERLY ON SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 79°00'09", AN ARC DISTANCE OF 101.65 FEET;

THENCE NORTH 04°12'00" EAST, CONTINUING ALONG SAID EASTERLY LINE, 120.72 FEET;

THENCE NORTH 85°48'00" WEST, 13.15 FEET;

THENCE NORTH 38°42'43" WEST, 20.00 FEET;

EXHIBIT A
51233799.13

ATT 5 to DPR Discovery Park Montana Circle LBA ORI



Richard Gholaghong
DPR Discovery Park Montana Circle LBA ORD ATT 5
May 27, 2014
Version #1



12112 115TH AVENUE NE
KIRKLAND, WASHINGTON 98034-6929
425.821.8448 · 800.488.0756 · FAX 425.821.3481
[HTTP://WWW.TRIADASSOCIATES.NET](http://www.triadassociates.net)

LAND DEVELOPMENT CONSULTANTS

THENCE NORTH 30°12'43" EAST, 83.85 FEET TO A LINE PARALLEL WITH AND 10.00 FEET EAST OF, AS MEASURED PERPENDICULAR TO, SAID EASTERLY LINE;

THENCE SOUTH 04°12'00" WEST ALONG SAID PARALLEL LINE, 222.89 FEET TO A POINT OF CURVE;

THENCE SOUTHWESTERLY ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 80.00 FEET, THROUGH A CENTRAL ANGLE OF 86°43'46", AN ARC DISTANCE OF 121.10 FEET TO A LINE PARALLEL WITH AND 10.00 FEET SOUTH OF, AS MEASURED PERPENDICULAR TO, SAID SOUTH LINE OF **MONTANA CIRCLE HOUSING PARCEL**;

THENCE NORTH 89°04'14" WEST ALONG SAID PARALLEL LINE, 223.00 FEET TO A POINT WHICH BEARS SOUTH 05°55'08" EAST FROM THE TRUE POINT OF BEGINNING;

THENCE NORTH 05°55'08" WEST, 10.07 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 6,505± SQ. FT. OR 0.149± ACRES.

WRITTEN BY: ARJ
CHECKED BY: MSH

EXHIBIT A
ATT 5 to DPR Discovery Park Montana Circle LBA ORD



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May 27, 2014
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May 27, 2014
Version #1

EXHIBIT B
LEGAL DESCRIPTION OF GRANTEE PROPERTY

**DISCOVERY PARK
LEGAL DESCRIPTION: REVISED MONTANA CIRCLE**

**TRIAD JOB NO. 09-027
APRIL 4, 2014**

A PARCEL OF LAND KNOWN AS MONTANA CIRCLE HOUSING SITE WITHIN SECTIONS 10 AND 15 TOWNSHIP 25 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A CITY OF SEATTLE MONUMENT LOCATED IN THE INTERSECTION OF 41ST AVENUE WEST AND WEST EMERSON STREET, SEATTLE, WASHINGTON:

THENCE NORTH 88°35'24" WEST, 525.38 FEET TO A CITY MONUMENT LOCATED IN THE INTERSECTION OF MAGNOLIA BOULEVARD WEST AND WEST EMERSON STREET;

THENCE NORTH 20°01'11" WEST, 2605.55 FEET TO A MONUMENT MARKED AS U.S.N.-MC-1 AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 5°55'08" WEST, 395.52 FEET;

THENCE NORTH 84°04'52" EAST, 51.83 FEET;

THENCE NORTH 11°00'36" WEST, 62.13 FEET TO A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 85°45'05" EAST;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 61.36 FEET, THROUGH A CENTRAL ANGLE OF 68°02'00", AN ARC DISTANCE OF 72.85 FEET;

THENCE NORTH 01°27'12" WEST, 36.43 FEET TO A POINT ON THE DISCOVERY PARK BOUNDARY;

THENCE ALONG DISCOVERY PARK BOUNDARY, SOUTH 84°29'18" EAST, 94.66 FEET;

THENCE LEAVING SAID PARK LINE, SOUTH 01°29'56" EAST, 56.90 FEET;

THENCE NORTH 73°54'52" EAST, 27.13 FEET TO A POINT ON THE DISCOVERY PARK BOUNDARY;

THENCE ALONG DISCOVERY PARK BOUNDARY SOUTH 16°05'08" EAST, 124.82 FEET;

THENCE LEAVING SAID PARK LINE, SOUTH 73°54'52" WEST, 12.26 FEET;

THENCE SOUTH 26°56'27" EAST, 109.27 FEET;

THENCE SOUTH 38°42'43" EAST, 104.88 FEET;

EXHIBIT B
ATT 5 to DPR Discovery Park Montana Circle LBA ORD



Richard Gholaghong
DPR Discovery Park Montana Circle LBA ORD ATT 5
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THENCE SOUTH 85°48'00" EAST, 13.15 FEET;

THENCE SOUTH 04°12'00" WEST, 120.72 FEET TO A MONUMENT MARKED USN-MC-4 AND A POINT ON A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 86°37'25" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 73.72 FEET, THROUGH A CENTRAL ANGLE OF 79°00'09", AN ARC DISTANCE OF 101.65 FEET;

THENCE SOUTH 36°07'30" WEST, 1.86 FEET;

THENCE NORTH 89°04'14" WEST, 239.66 FEET TO THE TRUE POINT OF BEGINNING.



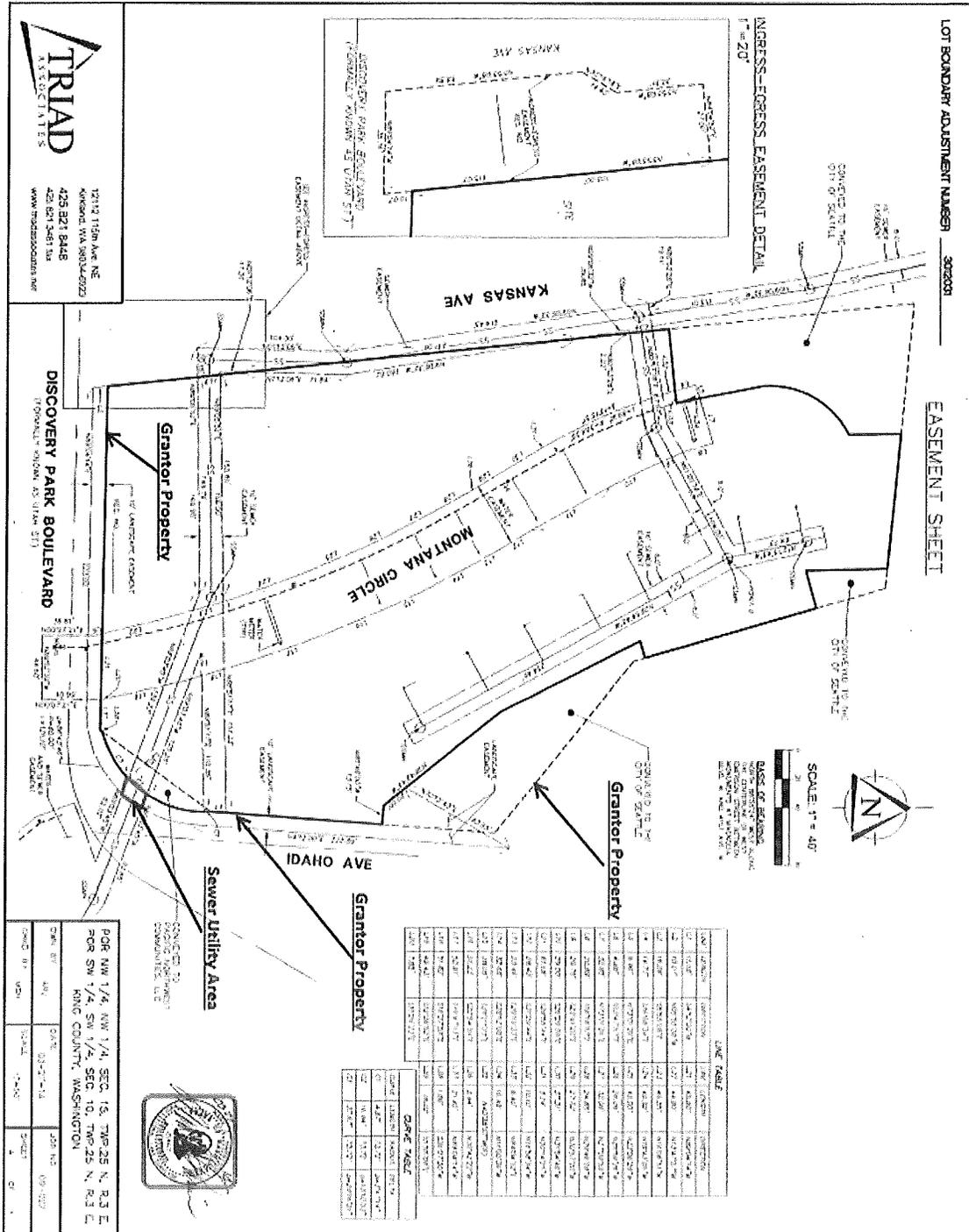
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 DPR Discovery Park Montana Circle LBA ORD ATT 5
 May 27, 2014
 Version #1

EXHIBIT C DEPICTION OF GRANTOR PROPERTY AND SEWER UTILITY AREA



1233799.13



Richard Gholaghong
DPR Discovery Park Montana Circle LBA ORD ATT 5
May 27, 2014
Version #1

EXHIBIT D

**RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:**

Attn: _____

**ASSIGNMENT AND ASSUMPTION OF GRANTEE RIGHTS/OBLIGATIONS
UNDER LANDSCAPE MAINTENANCE EASEMENT AGREEMENT
(Discovery Park/Montana Circle)**

Assignor: PACIFIC NORTHWEST COMMUNITIES, LLC, a Delaware
limited liability company

Assignee: _____

Assessor's Tax Parcel ID#: _____

Reference No. [insert recording number of Landscape Maintenance Easement
Agreement]

THIS ASSIGNMENT AND ASSUMPTION OF GRANTEE RIGHTS/OBLIGATIONS
UNDER LANDSCAPE MAINTENANCE EASEMENT AGREEMENT (Discovery
Park/Montana Circle) (this "Assignment") is dated as of the **Effective Date** (as defined in
Section 4 below), by and between PACIFIC NORTHWEST COMMUNITIES, LLC, a Delaware
limited liability company ("Assignor") and _____ ("Assignee").

RECITALS

A. Assignor is the Grantee under that certain Landscape Maintenance Easement
Agreement recorded on _____ in the Official Records of King County,
Washington, as Recording No. _____ (the "Easement Agreement"), executed by
Assignor as the Grantee, and the City of Seattle, as Grantor, and encumbering that certain real
property located in the County of King, State of Washington, as is more particularly described in
the Easement Agreement and defined as the Grantor Property. All capitalized terms in this

EXHIBIT D
ATT 5 to DPR Discovery Park Montana Circle LBA ORD



Assignment shall have the same meanings given them in the Easement Agreement unless otherwise indicated.

B. Assignor is permitted to assign its rights and obligations under the Easement Agreement to a Permitted Assignee upon its delivery of this Assignment to the City of Seattle ("City"), and City's acceptance in writing of this Assignment, and the delivery by Permitted Assignee of insurance as required by Section 6 and Section 8 of the Easement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Incorporation of Recitals. Recitals A and B above are true and correct and are hereby incorporated herein and made a part hereof.

2. Assignment and Assumption of Grantee Rights. Effective as of the Effective Date, Assignor grants, bargains, assigns, sells, conveys, transfers and sets over to Assignee, and Assignee assumes and accepts the assignment, of all of Assignor's rights, benefits, privileges and obligations under the Easement Agreement and agrees to be bound by all of the terms and provisions of the Easement Agreement.

3. Indemnity.

(a) Assignor shall indemnify, defend, protect and hold harmless Assignee for, from and against any and all claims, suits, losses, damages, liabilities, actions, proceedings, demands, penalties, liens, costs and expenses (including, without limitation, reasonable attorneys' fees and costs of enforcement of the indemnity contained in this Paragraph 3(a)) suffered or incurred by Assignee and to the extent arising out of or relating to Assignor's performance or non-performance of any of the obligations, liabilities, duties, covenants, conditions and restrictions contained in the Easement Agreement that accrue and/or arise out of or relate to events occurring on or before the Effective Date.

(b) Assignee shall indemnify, defend, protect and hold harmless Assignor for, from and against any and all claims, suits, losses, damages, liabilities, actions, proceedings, demands, penalties, liens, costs and expenses (including reasonable attorneys' fees and costs of enforcement of the indemnity contained in this Paragraph 3(b)) suffered or incurred by Assignor, arising out of or relating to Assignee's failure to perform and comply with the obligations, liabilities, duties, covenants, conditions and restrictions contained in the Easement Agreement that accrue and/or arise out of or relate to events occurring after the Effective Date.

EXHIBIT D

ATT 5 to DPR Discovery Park Montana Circle LBA ORD



Richard Gholaghong
DPR Discovery Park Montana Circle LBA ORD ATT 5
May 27, 2014
Version #1

4. Effectiveness; Governing Law. The effective date ("Effective Date") of this Assignment is the date that the City consents to this Assignment, as evidenced below, which shall not occur until Assignor establishes to the City's satisfaction that the Assignee is a Permitted Assignee, and Assignee delivers evidence of required insurance in the manner required in the Easement Agreement. The City's consent to the assignment does not relieve Assignor from its indemnity obligations to the City arising prior to the Effective Date, which survive the City's consent to assignment to Assignee. This Assignment shall be governed by the laws of the State of Washington, without giving any effect to the principles of conflicts of law.

5. Counterparts. This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

6. Notices. Assignee's address for notice under the Easement Agreement is:

Assignee at: _____

Tel: _____
Fax: _____
Attn: _____

7. Severability. If any provision of this Assignment shall be held to be invalid or unenforceable, the rest of the Assignment shall be enforced without the invalid or the unenforceable provision.

8. Entire Agreement. This Assignment contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no change of any item or provision of this Assignment shall be valid or binding unless the same shall be in writing and signed by all the parties hereto.

[SIGNATURES ON NEXT PAGE]



Richard Gholaghong
DPR Discovery Park Montana Circle LBA ORD ATT 5
May 27, 2014
Version #1

Print Name
Its: _____
Print Title



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Parks and Recreation	Donald Harris / 684-8018	Forrest Longman / 684-0331

Legislation Title:

AN ORDINANCE relating to Discovery Park; authorizing the execution of Lot Boundary Adjustment 3012031; authorizing the exchange of property and property interests in and adjacent to Discovery Park to complete the Lot Boundary Adjustment; finding, after a public hearing, that the exchange of property and property interests meets the requirements of Ordinance 118477, which adopted initiative 42; authorizing the Superintendent of Parks and Recreation to negotiate and enter into agreements to exchange restrictive use covenants from the property to be transferred by the City of Seattle to the property to be transferred to the City of Seattle; and ratifying and confirming certain prior acts.

Summary of the Legislation:

This Legislation authorizes an adjustment of the boundaries between Discovery Park and the privately held former military housing known as Montana Circle Housing (Montana Circle) by Lot Boundary Adjustment 3012031 and an exchange of property and property interests. The property to be transferred to the City consists of three parcels totaling 19,638 square feet. The property and property interests to be transferred by the City to Pacific Northwest Communities, LLC (PNC), the successor in interest to the United States Government, consists of a 1,079 square foot parcel and two non-exclusive easements, one for driveway access to one building in Montana Circle and one for landscape installation and maintenance. The legislation also authorizes the Superintendent to negotiate (with the United States of America, acting through the Department of the Interior) and execute necessary documents for the release of restrictive use covenants from the property to be transferred to PNC in exchange for imposition of similar covenants on the property to be transferred to the City by PNC.

Background:

In June 2007, the City entered into a purchase and sale agreement with PNC to acquire an inholding in Discovery Park known as the Capehart Property. The acquisition was completed in two phases: the first acquisition was completed in 2007 and the second was completed in 2010 (Phase 2 Acquisition). In connection with the Phase 2 Acquisition, the City and PNC signed a letter agreeing to adjust the boundary line between Montana Circle and Discovery Park, to exchange property to complete the lot boundary adjustment and to negotiate the terms of two non-exclusive easements to be granted by the City to PNC. The transaction was subject to certain conditions including City Council authorization, completion of a Lot Boundary Adjustment at PNC's expense, and PNC's acquisition of Montana Circle from the United States of America, acting through the Department of the Navy. PNC recently acquired Montana Circle



from the United States of America and has received approval from the Department of Planning and Development for Lot Boundary Adjustment 3012031 (LBA). The proposed legislation authorizes the Superintendent to sign the LBA and to complete the exchange of property and property interests. The transaction is subject to the requirements of Ordinance 118477, which adopted Initiative 42.

Because the property to be transferred to PNC is subject to restrictive use covenants, requiring the property to be used in perpetuity for public park purposes, the proposed legislation also authorizes the Superintendent to negotiate the release of the restrictive use covenants from the property to be transferred to PNC in exchange for imposition of similar covenants on the property to be transferred to the City by PNC.

Please check one of the following:

This legislation does not have any financial implications.

This legislation has financial implications.

Other Implications:

- a) **Does the legislation have indirect financial implications, or long-term implications?**
Yes, DPR will have maintenance requirements for an additional 18,559 square feet of property (the difference between the size of the property DPR is receiving from PNC and the size of the property DPR is transferring to PNC). Plus DPR will need to monitor activity on Park property adjacent to the private development and within the easement areas to ensure compliance with the Easement Agreements. This is not anticipated to have a significant impact on the current Park's maintenance/administrative requirements or require additional personnel.
- b) **What is the financial cost of not implementing the legislation?**
DPR will not gain control of property that is important for long-term control of invasive species in Discovery Park and therefore may face increased costs for control of invasive species.
- c) **Does this legislation affect any departments besides the originating department?**
Yes, Seattle Public Utilities (SPU) and the Department of Neighborhoods. The parcel to be conveyed to PNC contains a sewer line. An easement for sewer purposes from PNC to the City (SPU) will be recorded after the exchange deeds. SPU already has authority to accept the easement. Also, the landscape maintenance easement area contains a sewer line. PNC (and its permitted assignees) are required to obtain permission from SPU before engaging in landscape activities near the sewer line. PNC (and its permitted assignees) are also required to contact the Seattle Historic Preservation Officer and to obtain necessary approvals from the Landmarks Preservation Board prior to any



landscape installation.

d) What are the possible alternatives to the legislation that could achieve the same or similar objectives?

There are none.

e) Is a public hearing required for this legislation?

Yes, Ordinance 118477 requires a public hearing.

f) Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No.

g) Does this legislation affect a piece of property?

Yes – see attachment A.

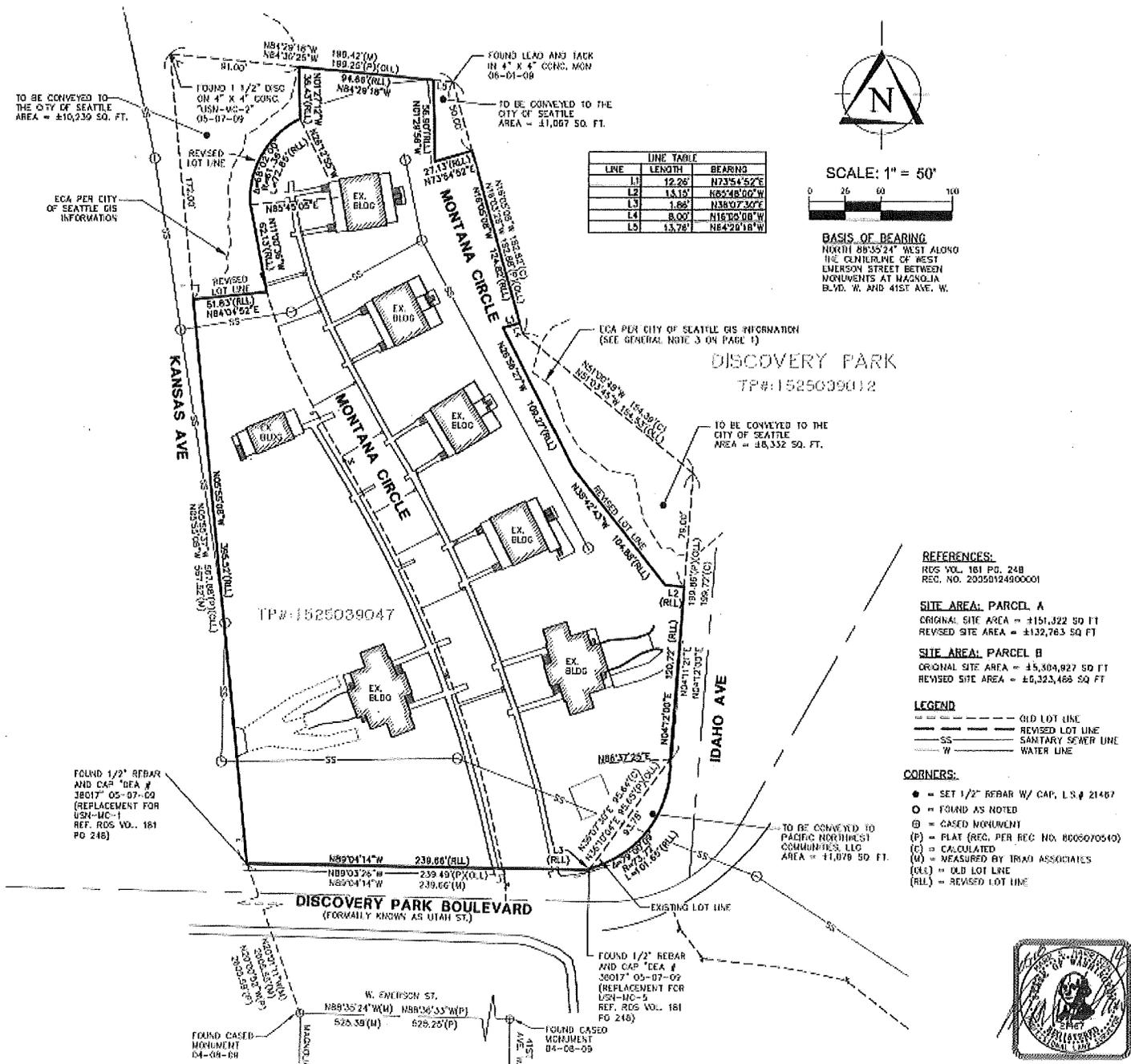
h) Other Issues:

None

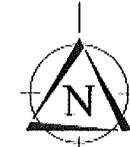
List attachments to the fiscal note below:

Attachment A – Map of the Property after Lot Boundary Adjustment

Attachment A – Map of Property after LBA



LINE	LENGTH	BEARING
L1	12.28'	N73°54'52"E
L2	13.15'	S85°48'00"W
L3	1.62'	N88°07'30"E
L4	8.00'	N18°00'00"W
L5	13.78'	N84°28'18"W



SCALE: 1" = 50'



BASIS OF BEARING
 NORTH 88°35'24" WEST ALONG
 THE CENTERLINE OF WEST
 LINCOLN STREET BETWEEN
 MONUMENTS AT MAGNOLIA
 BLVD. W. AND 41ST AVE. W.

REFERENCES:

RDS VOL. 181 PG. 248
 REC. NO. 20050124800001

SITE AREA: PARCEL A

ORIGINAL SITE AREA = 1151,322 SQ FT
 REVISED SITE AREA = 1132,783 SQ FT

SITE AREA: PARCEL B

ORIGINAL SITE AREA = 15,304,927 SQ FT
 REVISED SITE AREA = 15,323,468 SQ FT

LEGEND

- OLD LOT LINE
- - - REVISED LOT LINE
- SS SANITARY SEWER LINE
- W WATER LINE

CORNERS:

- = SET 1/2" REBAR W/ CAP, L.S.# 21467
- = FOUND AS NOTED
- ⊙ = GASED MONUMENT
- (P) = PLAT (REG. PER REC. NO. 8005070540)
- (C) = CALCULATED
- (M) = MEASURED BY TRSAD ASSOCIATES
- (OL) = OLD LOT LINE
- (RL) = REVISED LOT LINE





City of Seattle
Edward B. Murray
Mayor

July 29, 2014

Honorable Tim Burgess
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Burgess:

I am pleased to transmit the attached proposed Council Bill that authorizes a lot boundary adjustment and the exchange of property between the City and Pacific Northwest Communities, LLC (PNC).

In 2010 the City and PNC signed a letter agreeing, subject to City Council approval, to adjust the boundary between Discovery Park and the former military housing known as Montana Circle. The elements of the letter agreement were:

- A lot boundary adjustment permitting the transfer of 19,638 square feet of PNC property to the City and 1,079 square feet of park property to PNC;
- A non-exclusive access easement through park property for driveway access to one building; and
- A non-exclusive landscape maintenance easement on a strip of park property to permit approved landscaping and maintenance by a future homeowners association.

The proposed legislation authorizes the final step in a series of transactions between the City and PNC. The net result of the transfer of property and property rights will increase the size of Discovery Park and improve management and control of invasive species. The transaction is subject to the requirements of Ordinance 118477, which adopted Initiative 42. Parks recommends that the transaction meets the requirements.

Because the property to be transferred to PNC is subject to restrictive use covenants, the proposed legislation also authorizes the Superintendent to negotiate the release of the restrictive use covenants from the property to be transferred to PNC in exchange for imposition of similar covenants on the property to be transferred to the City by PNC.

Should you have any questions about the proposed legislation, please contact Donald Harris at 684-8010.

Sincerely,

Edward B. Murray
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

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STATE OF WASHINGTON -- KING COUNTY

--ss.

316591

No. 124580,581,582,583,584

CITY OF SEATTLE, CLERKS OFFICE

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.

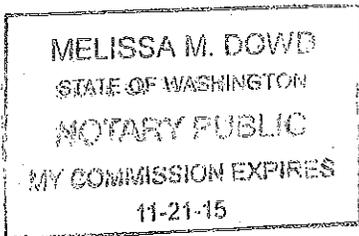
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:ORDIANNCBS IN FULL

was published on

10/17/14

The amount of the fee charged for the foregoing publication is the sum of \$96.73 which amount has been paid in full.



[Handwritten Signature]

Subscribed and sworn to before me on

10/17/2014

[Handwritten Signature]

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle Title Only Ordinances

The full text of the following legislation, passed by the City Council on September 22, 2014, 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) 684-8844.

ORDINANCE NO. 124580

AN ORDINANCE relating to the 2012 Seattle Fire Code, as adopted by Chapter 22.600.020 of the Seattle Municipal Code; amending and adding various provisions to that Fire Code all as regulated and allowed by the State Building Code Act, Chapter 19.27 of the Revised Code of Washington.

ORDINANCE NO. 124581

AN ORDINANCE relating to Discovery Park; authorizing the execution of Lot Boundary Adjustment 8012091; authorizing the exchange of property and property interests in and adjacent to Discovery Park to complete the Lot Boundary Adjustment; finding, after a public hearing, that the exchange of property and property interests meets the requirements of Ordinance 118477, which adopted initiative 42; authorizing the Superintendent of Parks and Recreation to negotiate and enter into agreements to exchange restrictive use covenants from the property to be transferred by the City of Seattle to the property to be transferred to the City of Seattle; and ratifying and confirming certain prior acts.

ORDINANCE NO. 124582

AN ORDINANCE relating to Seattle Public Utilities; prohibiting food waste and compostable paper from disposal as garbage; and amending Sections 21.36.082, 21.36.083 and 21.36.922 of the Seattle Municipal Code.

ORDINANCE NO. 124583

AN ORDINANCE authorizing Seattle Public Utilities to enter into an Easement Agreement with the Port of Seattle for the construction, operation, maintenance and monitoring of City-owned stormwater drainage facilities including an outfall pipeline at the Terminal-117 cleanup site on the Lower Duwamish Waterway.

ORDINANCE NO. 124584

AN ORDINANCE relating to historic preservation, imposing controls upon the Northwest Rooms and International Fountain Pavilion, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.

Date of publication in the Seattle Daily Journal of Commerce, October 17, 2014.

10/17(316591)