



SEATTLE CITY COUNCIL

Legislative Summary

CB 118926

Record No.: CB 118926

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125281

In Control: City Clerk

File Created: 02/21/2017

Final Action: 03/31/2017

Title: AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the Superintendent of Parks and Recreation to enter into a reciprocal easement agreement with Mercy North and Mercy South affecting portions of Park property at Magnuson Park and adjacent property, authorizing acceptance of reimbursed City-incurred costs related to the easement agreement; superseding the requirements of Ordinance 118477, which adopted Initiative 42, for the purposes of this ordinance; and ratifying and confirming certain prior acts.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Burgess, Juarez

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att 1 – Easement Agreement

Drafter: Louis Webster

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

☐ Yes

☐ No

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	02/27/2017	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	02/28/2017	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
	Notes:						
1	Council President's Office	03/02/2017	sent for review	Affordable Housing, Neighborhoods, and Finance Committee			
	Action Text: The Council Bill (CB) was sent for review. to the Affordable Housing, Neighborhoods, and Finance Committee						

Notes:

- | | | | | | |
|--|--|------------|------------------------------------|--|------|
| 1 | Full Council | 03/06/2017 | referred | Affordable
Housing,
Neighborhoods,
and Finance
Committee | |
| 1 | Affordable Housing,
Neighborhoods, and
Finance Committee | 03/15/2017 | pass | | Pass |
| Action Text: The Committee recommends that Full Council pass the Council Bill (CB). | | | | | |
| Notes: | | | | | |
| In Favor: 3 Chair Burgess, Vice Chair Herbold, Member Johnson | | | | | |
| Opposed: 0 | | | | | |
| 1 | Full Council | 03/20/2017 | passed | | Pass |
| Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill | | | | | |
| In Favor: 8 Councilmember Burgess, Councilmember González , Council President
Harrell, Councilmember Herbold, Councilmember Johnson,
Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant | | | | | |
| Opposed: 0 | | | | | |
| 1 | City Clerk | 03/23/2017 | submitted for
Mayor's signature | Mayor | |
| Action Text: The Council Bill (CB) was submitted for Mayor's signature. to the Mayor | | | | | |
| Notes: | | | | | |
| 1 | Mayor | 03/31/2017 | Signed | | |
| 1 | Mayor | 03/31/2017 | returned | City Clerk | |
| 1 | City Clerk | 03/31/2017 | attested by City
Clerk | | |
| Action Text: The Ordinance (Ord) was attested by City Clerk. | | | | | |
| Notes: | | | | | |
-

CITY OF SEATTLE

ORDINANCE

125281

COUNCIL BILL

118926

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the Superintendent of Parks and Recreation to enter into a reciprocal easement agreement with Mercy North and Mercy South affecting portions of Park property at Magnuson Park and adjacent property, authorizing acceptance of reimbursed City-incurred costs related to the easement agreement; superseding the requirements of Ordinance 118477, which adopted Initiative 42, for the purposes of this ordinance; and ratifying and confirming certain prior acts.

WHEREAS, MHNW 14 Building 9 North LP ("Mercy North") and MHNW 13 Building 9 South LP ("Mercy South") (collectively "Mercy"), will become the owners of certain property, the address of which is 7101 62nd Avenue NE ("Mercy Property"), upon the closing of a purchase and sale agreement with the Washington State Department of Commerce and various financings, currently scheduled for May 2017, and which will be redeveloped into a mixed use housing project for low income workforce housing ("Building 9 Project"); and

WHEREAS, The City of Seattle, acting through its Department of Parks and Recreation (DPR), is the owner of certain property north of and adjacent to the Mercy Property, the address of which is 7400 Sand Point Way NE ("Parks and Recreation Property"); and

WHEREAS, additional fire emergency access is required for approval of the Building 9 Project permit; and

WHEREAS, Mercy is unable to provide the required additional fire emergency access on the Mercy Property, given Seattle Building Code requirements and existing topographical challenges and desires an easement across the Parks and Recreation Property for fire emergency access only; and

WHEREAS, DPR wishes to activate additional parking spaces on the Parks and Recreation Property and can do so in conjunction with the granting of a reciprocal easement across portions of the adjacent Mercy Property; and

WHEREAS, the National Park Service, which holds a restrictive covenant on the property at Magnuson Park relating back to the transfer of the property from the federal government to The City of Seattle, must approve the granting of the easement on the Parks and Recreation Property; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Upon MHNW 14 Building 9 North LP ("Mercy North") becoming the owner of certain property, the address of which is 7101 62nd Avenue NE (the "Mercy Property"), as evidenced by a recorded deed, the Superintendent of Parks and Recreation ("Superintendent"), or the Superintendent's designee, is authorized, on behalf of The City of Seattle, to execute an easement agreement with MHNW 14 Building 9 North and MHNW 13 Building 9 South (collectively "Mercy"), substantially in the form of Attachment 1 to this ordinance. The legal description of the easement to be granted by the City is described as Easement Areas C and E in Exhibit F of Attachment 1. The legal description of the easement to be granted by Mercy is described as Easement Area D in Exhibit F of Attachment 1. The rights granted to The City of Seattle under the easement agreement will be placed under the jurisdiction of the Department of Parks and Recreation.

Section 2. The Superintendent is further authorized to accept reimbursement from Mercy for the difference in value of the reciprocal easements and all administrative expenses accrued in processing the easement agreement in an amount not to exceed \$32,000, which is to be deposited in the Parks and Recreation Fund.

Fund	Department	Budget Control Level	Amount of Reimbursement
Operating Fund (10200)	Parks and Recreation	Planning, Development, and Acquisition (K370C)	\$32,000

Section 3. For purposes of this ordinance, the requirements of Ordinance 118477, which adopted Initiative 42, are hereby superseded.

Section 4. Any act consistent with the authority of this ordinance taken prior to its effective date is hereby ratified and confirmed.

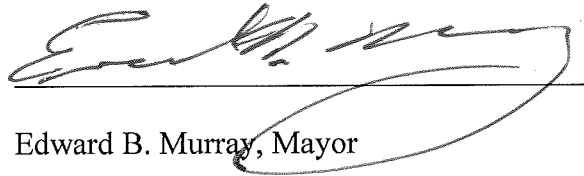
Section 5. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 20th day of March, 2017,
and signed by me in open session in authentication of its passage this 20th day of
March, 2017.



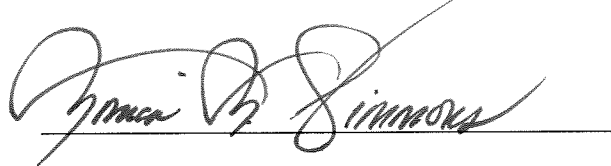
President _____ of the City Council

Approved by me this 31st day of March, 2017.



Edward B. Murray, Mayor

Filed by me this 31st day of MARCH, 2017.



Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment 1 – Easement Agreement between the Department of Parks and Recreation and
Mercy Housing Northwest

AFTER RECORDING MAIL TO:

Mercy Housing Northwest
2505 Third Avenue, Suite 204
Seattle, WA 98121
Attn: Alisa Luber

Attachment 1: Easement Agreement between the Department of Parks and Recreation and
Mercy Housing Northwest

EASEMENT AGREEMENT

Grantors: THE CITY OF SEATTLE
MHNW 14 BUILDING 9 NORTH LP, a Washington limited partnership
MHNW 13 BUILDING 9 SOUTH LP, a Washington limited partnership

Grantees: THE CITY OF SEATTLE
MHNW 14 BUILDING 9 NORTH LP, a Washington limited partnership
MHNW 13 BUILDING 9 SOUTH LP, a Washington limited partnership

Abbrev. Legal Desc.: Ptn SW ¼ Sec 2, 25N, 04E, WM;
NE ¼, SW ¼, Section 02-25-04

Full Legal Desc. : See Exhibits C, D and E

Tax Account No.: 022504-9071; 022504-9062

Related Documents: n/a

This EASEMENT AGREEMENT ("Easement") is made this _____ day of _____, 2017, by THE CITY OF SEATTLE, a Washington municipal corporation acting through its Department of Parks and Recreation ("City"), MHNW 14 BUILDING 9 NORTH LP, a Washington limited partnership ("Mercy North") and MHNW 13 BUILDING 9 SOUTH LP, a Washington limited partnership ("Mercy South"). Mercy North and Mercy South are collectively referred to herein as "Mercy".

RECITALS:

Mercy is the fee owner of the land that is legally described on Exhibit A attached hereto ("Mercy Property") and the City is the fee owner of the land that is legally described on Exhibit B attached hereto ("Parks and Recreation Property"). The Parks and Recreation Property is improved with a building commonly known as Building 138. Mercy and its affiliates intend to renovate the Mercy Property into a

mixed-used housing complex (the "Building 9 Project") under Master Use Permit #6466033 ("MUP").

Pursuant to a Quitclaim Deed recorded 5/4/1999 as Instrument #9905041194 in the Official Records of King County, Washington (the "USA Deed"), the United States of America, acting by and through the Secretary of the Interior, acting by and through the Director, National Park Service, quitclaimed to the City approximately 93.1 acres of real property previously used as a portion of the Naval Station Puget Sound (Sand Point). The Parks and Recreation Property was part of this conveyance. The USA Deed included restrictions, conditions and covenants including restrictions on use of the property, restrictions on conveyances, and providing for reversion of the property to the United States if the City or its successors breaches the conditions or covenants.

Mercy desires to realign the driveway from the Mercy Property through the Parks and Recreation Property to NE 74th Street and will construct such improvements at its cost (the "Driveway Improvements") pursuant to Revocable Use Permit # _____ ("RUP"). Mercy desires to use the Driveway Improvements on the Parks and Recreation Property for ingress and egress of fire emergency vehicles for the Building 9 Project pursuant to this Easement and to grant the City of Seattle an easement for use of the Driveway Improvements existing on the Mercy Property for the benefit of the Parks and Recreation Property.

By this Easement, the City and Mercy (collectively the "parties") desire to grant and provide for the maintenance of certain reciprocal easements.

On behalf of the United States under the USA Deed, the National Park Service has approved the easement across the Parks and Recreation Property, and the General Services Administration has concurred.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree and declare as follows:

AGREEMENT:

1. **EASEMENT IN FAVOR OF THE MERCY PROPERTY.** The City hereby conveys and grants to Mercy for the benefit of the Mercy Property, a permanent, non-exclusive easement for fire emergency vehicle ingress and egress over and across that portion of the Driveway Improvements connecting the Mercy Property to NE 74th Street over the Parks and Recreation Property ("Mercy Driveway Easement") legally described on Exhibits C and E and depicted on Exhibit F of this Easement (the "Mercy Driveway Easement Area").
2. **EASEMENT IN FAVOR OF THE PARKS AND RECREATION PROPERTY.** Mercy hereby conveys and grants to the City for the benefit of the Parks and Recreation Property, a permanent, non-exclusive easement for ingress and egress by the City over and across that portion of the Driveway Improvements connecting the Mercy Property to NE 74th Street over the Mercy Property ("Parks and Recreation Driveway Easement") legally described on Exhibit D and depicted on Exhibit F of this Easement (the "Parks and Recreation Driveway Easement Area").
3. **FUTURE RELOCATION.** The Mercy Driveway Easement Area and the Parks Driveway Easement Area may be relocated in the future upon the mutual written agreement of the parties.

Relocation of the Mercy Driveway Easement Area is also subject to the approval of the United States and Wells Fargo Affordable Housing Community Development Corporation, provided that such entity or its affiliate is limited partner in either Mercy North or Mercy South.

4. **MAINTENANCE OBLIGATIONS.** After completion of the Driveway Improvements by Mercy and acceptance by the City under the terms of the RUP, the City shall perform at its own cost all reasonably necessary ordinary maintenance, repair, upkeep and replacement of the Mercy Driveway Easement Area and Mercy, or its successors or assigns, shall perform at its own cost all necessary maintenance, repair, upkeep and replacement of the Parks and Recreation Driveway Easement Area. The City and Mercy shall keep all such improvements they are each responsible for maintaining in good condition and repair at all times and free from obstructions, hazards, water accumulation and debris, ice and snow at all times. The parties acknowledge and agree that they may each use the Mercy and Parks and Recreation Driveway Easement Areas to perform these maintenance responsibilities and those portions of the Mercy and Parks and Recreation Driveway Easement Areas may be temporarily unavailable for use during maintenance activities. The City shall have no greater obligations for maintenance or for the condition of the Driveway Improvements than it has to maintain public streets generally, and no greater duty to any authorized users of the Mercy Driveway Easement Area than to the general public using public streets.
5. **GATE AND ACCESS OBLIGATIONS.** Pursuant to the RUP, as part of the Driveway Improvements, Mercy is responsible for installing a secured gate and signage on the Mercy Property to control the use of the Mercy Driveway Easement Areas for the authorized purposes under this Easement. This gate shall prevent unauthorized users from driving from the Mercy Property onto the Mercy Driveway Easement Area. The gate shall remain closed and locked at all times except when opened by an authorized user. Emergency responders and the City shall be authorized users and shall have the code or other means of opening the gate. The City must approve all other authorized users. Mercy, or its successors or assigns, shall perform at its own cost all necessary maintenance, repair, upkeep and replacement of the gate and signage. Mercy will provide any fire emergency vehicle access through the secured gate 7 days a week, 24 hours a day in a manner acceptable to the City and the fire department(s) needing access.
6. **MISCELLANEOUS.**
 - a. **Burden and Benefit; No Dedication; No Benefit to Third Parties.** This Easement shall run with the land and be binding upon, and inure to the benefit of, the parties and their heirs, successors, successors in interest and assigns, except as otherwise provided herein. Nothing in this Easement shall be deemed to be a gift or dedication of any portion of the real property referred to herein to the general public nor for any public use or purpose whatsoever, except to the extent of the rights of City as grantee hereunder. Except to the extent specifically provided otherwise herein, nothing in this Easement, express or implied, is intended to benefit or to confer any right upon any person who is not a party hereto. Notwithstanding the foregoing, the need for the easement for emergency vehicle egress over the Mercy Driveway Easement Area for the Building 9 Project was material consideration for the City entering into this Agreement.
 - b. **Jurisdiction and Venue.** In the event of an action between the parties, declaratory or otherwise, arising out of or in connection with this Easement, shall be in a state or federal court with subject matter jurisdiction sitting in King County, Washington and each person bound hereby consents to the personal jurisdiction of such courts and waives any objection to venue being in any such court. Every such action that is arbitration shall be conducted

in King County, Washington. This paragraph does not apply to the United States, the National Park Service or the General Services Administration.

c. Indemnity.

- i. The City shall defend, indemnify and hold Mercy, and their respective members, partners, employees, agents, successors and assigns (collectively, the "Mercy Indemnitees"), harmless from any and all liability, loss, damages, claims, demands, suits or expenses, including reasonable attorneys' fees, arising out of the City's, its officers', employees', or agents' negligent use of the Parks and Recreation Driveway Easement, except to the extent caused directly by acts or omissions of Mercy Indemnitees that are negligent or wrongful, and except that the City as grantee of an easement under this Easement shall have no liability hereunder resulting from the City's exercise of the right to remove or cause removal and impoundment, consistent with applicable law, of vehicles or other items occupying or obstructing the Mercy Driveway Easement Area or the Parks and Recreation Driveway Easement Area.
- ii. Mercy, and each Mercy North and Mercy South ("Mercy Indemnitors") shall defend, indemnify and hold the City, its officers, employees and agents ("City Indemnitees") harmless from any and all liability, loss, damages, claims, demands, suits or expenses, including reasonable attorneys' fees, arising out of Mercy, and each Mercy North and Mercy South, their officers', employees', or agents' negligent use of the Mercy Driveway Easement, except to the extent caused directly by acts or omissions of City Indemnitees that are negligent or wrongful, and except that Mercy as grantee of an easement under this Easement shall have no liability hereunder resulting from Mercy's exercise of the right to remove or cause removal and impoundment, consistent with applicable law, of vehicles or other items occupying or obstructing the Mercy Driveway Easement Area or the Parks and Recreation Driveway Easement Area.
- iii. The two paragraphs immediately above do not apply to the United States, the National Park Service or the General Services Administration.
- d. **Notices.** Any demand, request or notice which a party hereto desires or may be required to make or deliver to the other shall be in writing and shall be deemed effective when personally delivered, or when delivered by private courier service (such as Federal Express), or on the third business day after being mailed postage prepaid United States first class mail, certified with return receipt requested, addressed as follows:

To City:

The City of Seattle, Department of Parks and Recreation
 Attention: Superintendent
 100 Dexter Ave N
 Seattle, WA 98109

To Mercy:

c/o Mercy Housing Northwest
 Attn: President
 2505 Third Avenue, Suite 204
 Seattle, WA 98121

With a copy to:

Wells Fargo Affordable Housing Community
Development Corporation
MAC D1053-170
301 South College Street, 17th Floor
Charlotte, NC 28288
Attention: Director of Asset Management

or to such other address and person as a party may communicate to the others by like written notice.

- e. **Capacity of City; No Warranty or Waiver.** City enters into this Easement solely in its capacity as fee owner of the Parks and Recreation Property. The City makes no representation or warranty as to title, encumbrances or any other matters. Nothing herein shall be construed to waive or modify any requirement of or obligation of Mercy under any other agreement with City. Nothing herein constitutes any consent or approval of The City of Seattle for any regulatory or other purpose.
 - f. **Capacity of Federal Agencies.** The National Park Service and the General Services Administration are not parties to this Easement Agreement. The National Park Service has approved the granting of the easement to Mercy and the General Services Administration has concurred solely in their roles as the federal agencies administering the terms and conditions of the USA Deed.
7. **TERMINATION OF EASEMENT UNDER CERTAIN CONDITIONS.** In the event Mercy, or its successors or assigns, does not complete the Building 9 Project in accordance with the MUP, or Mercy, or its successors or assigns, cease to use the Building 9 Project for its intended purpose as mixed use affordable housing, the Mercy Driveway Easement will terminate. Mercy, or its successors or assigns and Parks and Recreation will execute and record a release of easement agreement within 90 days of the occurrence of one of the events described in this section unless Parks and Recreation agrees in writing that the change in use of the Mercy Property continues to serve a high City priority or purpose such that the continued use of Parks and Recreation Property is warranted.
8. **INSURANCE.** Each party shall maintain commercial general liability insurance covering its activities in or about the Mercy Easement Area and the Parks and Recreation Easement Area and shall name the other party as additional insured, in amounts not less than Two Million Dollars (\$2,000,000.00) in the aggregate.

(Signatures on Following Pages)

City's Signature Page to Easement Agreement

Dated this ____ day of _____, 2017.

THE CITY OF SEATTLE
a municipal corporation

By: _____
Printed Name: _____
Title: _____

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 s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ of the _____ of The City of Seattle, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: _____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

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

My appointment expires _____

Mercy North's Signature Page to Easement Agreement

Dated this ____ day of _____, 2017.

MHNW 14 Building 9 North LP,
a Washington limited partnership

By: MHNW 14 Building 9 North GP LLC
Its: General Partner

By: Mercy Housing Northwest
Its: Sole Member and Manager

By: _____
Bill Rumpf, President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Bill Rumpf 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 President of Mercy Housing Northwest, a Washington nonprofit corporation, which is the Sole Member and Manager of MHNW 14 Building 9 North GP LLC, which is the General Partner of MHNW 14 Building 9 North LP, to be the free and voluntary act of such corporation on behalf of such company on behalf of such partnership for the uses and purposes mentioned in this instrument.

DATED: _____

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

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

My appointment expires _____

Mercy South's Signature Page to Easement Agreement

Dated this ____ day of _____, 2017.

MHNW 13 Building 9 South LP,
a Washington limited partnership

By: MHNW 13 Building 9 South GP LLC
Its: General Partner

By: Mercy Housing Northwest
Its: Sole Member and Manager

By: _____
Bill Rumpf, President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Bill Rumpf 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 President of Mercy Housing Northwest, a Washington nonprofit corporation, which is the Sole Member and Manager of MHNW 13 Building 9 South GP LLC, which is the General Partner of MHNW 13 Building 9 South LP, to be the free and voluntary act of such corporation on behalf of such company on behalf of such partnership for the uses and purposes mentioned in this instrument.

DATED: _____

(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 of Mercy Property

THAT PORTION OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, SAID EAST ONE-HALF BEING ACQUIRED BY THE U.S. NAVY ON BEHALF OF THE UNITED STATES OF AMERICA BY DEED RECORDED IN THE RECORDS OF KING COUNTY, WASHINGTON IN VOLUME 1306 OF DEEDS AT PAGE 455 (RECORDING NO. 2153940), DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST ONE-SIXTEENTH CORNER COMMON TO SECTIONS 2 AND 11, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, ACCEPTED AS BEING THE SAME AS THE CENTERLINE INTERSECTION OF NORTHEAST 65TH STREET AND SAND POINT WAY NORTHEAST;
THENCE NORTH 00°48'49" WEST ON THE CENTERLINE OF SAND POINT WAY NORTHEAST A DISTANCE OF 60.01 FEET;
THENCE LEAVING SAID CENTERLINE SOUTH 89°35'06" EAST A DISTANCE OF 40.01 FEET TO A POINT ON THE EAST MARGINAL BOUNDARY OF SAID SAND POINT WAY NORTHEAST;
THENCE NORTH 00°48'49" WEST ON SAID EAST MARGINAL BOUNDARY A DISTANCE OF 1296.32 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE CONTINUING NORTH 00°48'49" WEST ON SAID EAST MARGINAL BOUNDARY A DISTANCE OF 787.88 FEET;
THENCE LEAVING SAID EAST MARGINAL BOUNDARY NORTH 89°59'00" EAST A DISTANCE OF 90.18 FEET;
THENCE NORTH 00°01'23" WEST A DISTANCE OF 49.40 FEET;
THENCE NORTH 89°59'00" EAST A DISTANCE OF 198.34 FEET;
THENCE SOUTH 00°01'23" EAST A DISTANCE OF 837.08 FEET;
THENCE SOUTH 89°57'32" WEST A DISTANCE OF 277.65 FEET TO THE EAST MARGINAL BOUNDARY OF SAND POINT WAY NORTHEAST AND THE TRUE POINT OF BEGINNING.

(ALSO BEING KNOWN AS BUILDING 9, PARCEL 4 OF LOT A, FORMER SAND POINT NAVAL AIR STATION PUGET SOUND)

Exhibit B
Legal Description of Parks and Recreation
Property

THAT PORTION OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, SAID EAST ONE-HALF BEING ACQUIRED BY THE U.S. NAVY ON BEHALF OF THE UNITED STATES OF AMERICA BY DEED RECORDED IN THE RECORDS OF KING COUNTY, WASHINGTON IN VOLUME 1306 OF DEEDS AT PAGE 455, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-SIXTEENTH CORNER COMMON TO SECTIONS 2 AND 11, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, ACCEPTED AS BEING THE SAME AS THE CENTERLINE INTERSECTION OF NORTHEAST 65TH STREET AND SAND POINT WAY NORTHEAST;
THENCE NORTH 00°48'49" WEST ON THE CENTERLINE OF SAND POINT WAY NORTHEAST A DISTANCE OF 60.01 FEET;
THENCE LEAVING SAID CENTERLINE SOUTH 89°35'06" EAST A DISTANCE OF 40.01 FEET TO A POINT ON THE EAST MARGINAL BOUNDARY OF SAID SAND POINT WAY NORTHEAST;
THENCE NORTH 00°48'49" WEST ON SAID EAST MARGINAL BOUNDARY A DISTANCE OF 2084.20 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE CONTINUING NORTH 00°48'49" WEST ON SAID EAST MARGINAL BOUNDARY A DISTANCE OF 157.23 FEET;
THENCE LEAVING SAID EAST MARGINAL BOUNDARY NORTH 89°42'047" EAST A DISTANCE OF 290.69 FEET;
THENCE SOUTH 00°01'23" EAST A DISTANCE OF 109.19 FEET;
THENCE SOUTH 89°59'00" WEST A DISTANCE OF 198.34 FEET;
THENCE SOUTH 00°01'23" EAST A DISTANCE OF 49.40 FEET;
THENCE SOUTH 89°59'00" WEST A DISTANCE OF 90.18 FEET TO THE EAST MARGINAL BOUNDARY OF SAND POINT WAY NORTHEAST AND THE TRUE POINT OF BEGINNING.

(ALSO BEING KNOWN AS PARCEL 10, CITY OF SEATTLE SURVEY RECORDED UNDER RECORDING NO. 20000906900018, KING COUNTY, WASHINGTON)

Exhibit C
PORTION OF MERCY DRIVEWAY EASEMENT AREA

A STRIP OF LAND 22.00 FEET WIDE WITH 11.00 FEET ON EACH SIDE OF A CENTERLINE OVER THAT PORTION OF PARCEL 10, CITY OF SEATTLE SURVEY RECORDED UNDER RECORDING NO. 20000906900018, KING COUNTY, WASHINGTON, A PORTION OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, SAID EAST ONE-HALF BEING ACQUIRED BY THE U.S. NAVY ON BEHALF OF THE UNITED STATES OF AMERICA BY DEED RECORDED IN THE RECORDS OF KING COUNTY, WASHINGTON IN VOLUME 1306 OF DEEDS AT PAGE 455 (RECORDING NO. 2153940), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE AFOREMENTIONED PARCEL 10; THENCE SOUTH $89^{\circ}13'03''$ EAST, ALONG THE NORTH LINE OF SAID PARCEL 10 A DISTANCE OF 105.01 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE;
THENCE SOUTH $00^{\circ}33'47''$ WEST 108.32 FEET TO THE TERMINUS OF SAID CENTERLINE. THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED, AS REQUIRED, TO INTERSECT WITH BOUNDARY OF SAID PARCEL 10.

CONTAINING 2,383 SQ. FT.

**EXHIBIT D
PARKS DRIVEWAY EASEMENT AREA**

A STRIP OF LAND 22.00 FEET WIDE WITH 11.00 FEET ON EACH SIDE OF A CENTERLINE OVER THAT PORTION OF PARCEL 4, LOT A, CITY OF SEATTLE SURVEY RECORDED UNDER RECORDING NO. 20000906900018, KING COUNTY, WASHINGTON, A PORTION OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, SAID EAST ONE-HALF BEING ACQUIRED BY THE U.S. NAVY ON BEHALF OF THE UNITED STATES OF AMERICA BY DEED RECORDED IN THE RECORDS OF KING COUNTY, WASHINGTON IN VOLUME 1306 OF DEEDS AT PAGE 455 (RECORDING NO. 2153940), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST MARGIN OF SAND POINT WAY NORTHEAST AT THE NORTHWEST CORNER OF THE AFOREMENTIONED PARCEL 4, LOT A;
THENCE ALONG SAID EASTERLY MARGIN NORTH 00°48'49" WEST A DISTANCE OF 157.23 FEET TO THE NORTHWEST CORNER OF PARCEL 10 OF AFOREMENTIONED CITY OF SEATTLE SURVEY;
THENCE SOUTH 89°13'03" EAST, ALONG THE NORTH LINE OF SAID PARCEL 10 A DISTANCE OF 105.01 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID PARCEL 10;
THENCE SOUTH 00°33'47" WEST A DISTANCE OF 108.32 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 4, LOT A AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE;
THENCE CONTINUING SOUTH 00°33'47" WEST A DISTANCE OF 11.04 FEET TO A POINT OF CURVATURE OF A 38.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°56'12", A DISTANCE OF 28.48 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 43°29'59" WEST 30.35 FEET TO THE TERMINUS OF SAID CENTERLINE.
THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED, AS REQUIRED, TO INTERSECT WITH BOUNDARY OF SAID PARCEL 4, LOT A AND EACH OTHER.

CONTAINING 1,257 SQ. FT.

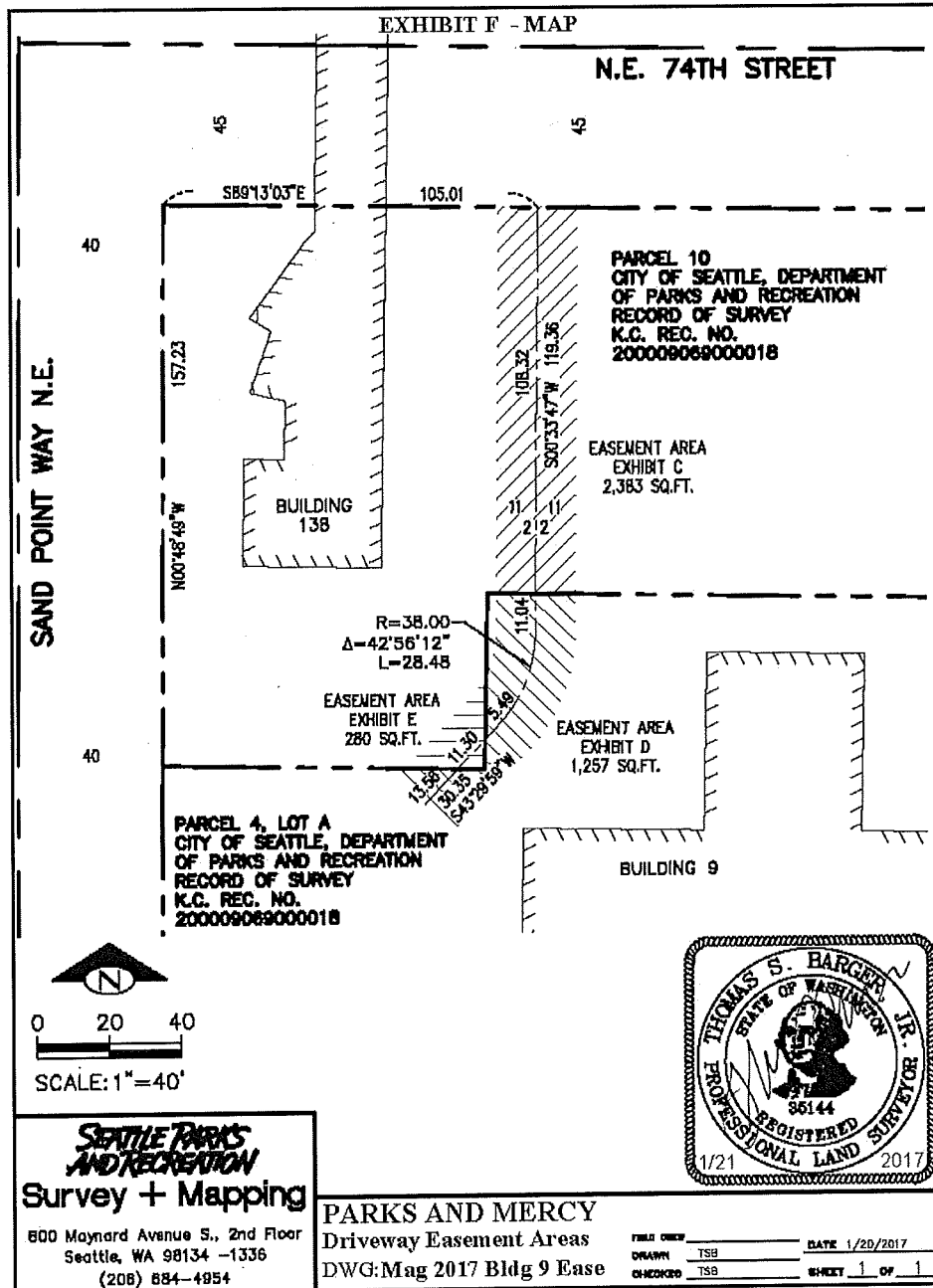
EXHIBIT E
PORTION OF MERCY DRIVEWAY EASEMENT AREA

A STRIP OF LAND 22.00 FEET WIDE WITH 11.00 FEET ON EACH SIDE OF A CENTERLINE OVER THAT PORTION OF PARCEL 10, CITY OF SEATTLE SURVEY RECORDED UNDER RECORDING NO. 20000906900018, KING COUNTY, WASHINGTON, A PORTION OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, SAID EAST ONE-HALF BEING ACQUIRED BY THE U.S. NAVY ON BEHALF OF THE UNITED STATES OF AMERICA BY DEED RECORDED IN THE RECORDS OF KING COUNTY, WASHINGTON IN VOLUME 1306 OF DEEDS AT PAGE 455 (RECORDING NO. 2153940), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 10 OF AFOREMENTIONED CITY OF SEATTLE SURVEY;
THENCE SOUTH 89°13'03" EAST, ALONG THE NORTH LINE OF SAID PARCEL 10 A DISTANCE OF 105.01 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID PARCEL 10;
THENCE SOUTH 00°33'47" WEST A DISTANCE OF 119.36 FEET TO A POINT OF CURVATURE OF A 38.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°56'12", A DISTANCE OF 28.48 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 43°29'59" WEST A DISTANCE OF 5.49 FEET TO THE EAST BOUNDARY OF SAID PARCEL 10 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE;
THENCE CONTINUING SOUTH 43°29'59" WEST A DISTANCE OF 11.30 FEET TO THE SOUTH BOUNDARY OF SAID PARCEL 10 AND THE TERMINUS OF SAID CENTERLINE. THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED, AS REQUIRED, TO INTERSECT WITH BOUNDARY OF SAID PARCEL 10.

CONTAINING 280 SQ. FT.

Exhibit F
Depiction of Parks and Recreation and Mercy Driveway Easement Areas



STATE OF WASHINGTON -- KING COUNTY

--SS.

348613

No. 125820,81,82,83

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: TITLE ONLY ORIDANCE

was published on

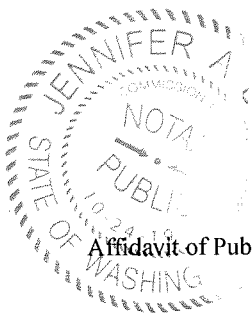
04/13/17

The amount of the fee charged for the foregoing publication is the sum of \$88.28 which amount has been paid in full.

Subscribed and sworn to before me on

04/13/2017

Notary public for the State of Washington,
residing in Seattle



Affidavit of Publication

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on March 20, 2017, and published below by title only, will be mailed upon request, or can be accessed at <https://seattle.legistar.com/Legislation.aspx>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>.

Contact: Office of the City Clerk at (206) 684-8344.

Ordinance 125280

AN ORDINANCE relating to renters; establishing the Seattle Renters' Commission, representing the interests of renters located in Seattle, to advise and make recommendations to the Mayor and City Council on public policy matters of importance to renters citywide; amending Section 3.35.030 of the Seattle Municipal Code, and adding a new Chapter 3.65, consisting of Sections 3.65.010, 3.65.015, 3.65.020, 3.65.030, 3.65.040, 3.65.050, and 3.65.060, to the Seattle Municipal Code.

Ordinance 125281

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the Superintendent of Parks and Recreation to enter into a reciprocal easement agreement with Mercy North and Mercy South affecting portions of Park property at Magnuson Park and adjacent property, authorizing acceptance of reimbursed City-incurred costs related to the easement agreement; superseding the requirements of Ordinance 118477, which adopted Initiative 42, for the purposes of this ordinance; and ratifying and confirming certain prior acts.

Ordinance 125282

AN ORDINANCE relating to the proposed Mercy Housing Northwest project for development of low-income housing and non-residential space in Building 9 at Sand Point near Warren G. Magnuson Park; authorizing the Housing Director to grant a temporary construction easement and permanent utility and driveway easements over City-owned property South of Building 9 to benefit the Building 9 property; and authorizing related documents and actions.

Ordinance 125283

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

Date of publication in the Seattle Daily Journal of Commerce, April 13, 2017.

4/13(348613)