

ORDINANCE No. 121185

MC

COUNCIL BILL No. 114577

The City of Seattle--Legisla

REPORT OF COMMITTEE

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the acquisition of a portion of certain property owned by the Seattle Housing Authority and located westerly of 10th Avenue South and southerly of East Yesler Way and rights associated therewith; authorizing the Superintendent of Parks and Recreation to accept a special warranty deed conveying the property described herein; authorizing the Superintendent of Parks and Recreation to execute an Interagency Agreement with the Seattle Housing Authority for the replacement of the Yesler Community Center; and making an appropriation of reimbursable funds from the Seattle Housing Authority to the 1999 Seattle Center Community Centers Fund to pay costs related to the design of the development planned for the property; all by a three-fourths vote of the City Council.

Honorable President:

Your Committee on _____

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

2-0 PS JD

6-16-03 Passed 8-0 (Absent: N)

Law Department

Committee Chair

COMF
Intro
MAY 27 2003

Referred: <i>MAY 27 2003</i>	To: <i>Parks, Education & Libraries Committee</i>
Referred:	To:
Referred:	To:
Reported: <i>6-16-03</i>	Second Reading:
Third Reading: <i>6-16-03</i>	Signed: <i>6-16-03</i>
Presented to Mayor: <i>6-17-03</i>	Approved: <i>6/25/03</i>
Returned to City Clerk: <i>6/26/03</i>	Published: <i>Little 3pg</i>
Vetted by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

me

Peter Steinbrueck
STEINBRUECK

The City of Seattle--Legislative Department

REPORT OF COMMITTEE

Date Reported
and Adopted

Honorable President:

Your Committee on _____

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

2-0 PS 41

6-16-03 Passed 8-0 (Absent: Arcastro)

Law Department

Committee Chair

(E)
great note (Cruz/DeKline)
format: I will left in...
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ORDINANCE 121185

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AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the acquisition of a portion of certain property owned by the Seattle Housing Authority and located westerly of 10th Avenue South and southerly of East Yesler Way and rights associated therewith; authorizing the Superintendent of Parks and Recreation to accept a special warranty deed conveying the property described herein; authorizing the Superintendent of Parks and Recreation to execute an Interagency Agreement with the Seattle Housing Authority for the replacement of the Yesler Community Center; and making an appropriation of reimbursable funds from the Seattle Housing Authority to the 1999 Seattle Center/Community Centers Fund to pay costs related to the design of the development planned for the property; all by a three-fourths vote of the City Council.

WHEREAS, the 1999 Seattle Center and Community Center Levy provides funds for the replacement of the Yesler Community Center; and

WHEREAS, in the spring of 2001, a study involving Yesler Terrace neighborhood residents and residents of nearby neighborhoods was undertaken to select the preferred location for the new Yesler Community Center; and

WHEREAS, the site preferred by residents of Yesler Terrace and nearby neighborhoods is property located in the Yesler Terrace area currently owned by the Seattle Housing Authority; and

WHEREAS, the Board of Parks Commissioners reviewed and endorsed such preferred site in September of 2001; and

WHEREAS, the Board of Commissioners of the Seattle Housing Authority adopted Resolution Number 4681 on December 20, 2002, authorizing the Seattle Housing Authority to sell the land identified as the preferred site for the Yesler Community Center to the City of Seattle for less than fair market value;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Superintendent of Parks and Recreation or his designee is authorized, on behalf of The City of Seattle, to acquire, after the recordation of Short Plat Number 2207828, by special warranty deed the following described real property ("Property"):



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Terry Dunning
YESLRord
4/20/03
version #3a

1 All that real property described as Parcel B and shown on that unrecorded Short
2 Subdivision Number 2207828

3 for a purchase price not to exceed One Dollar (\$1.00). The Superintendent is further
4 authorized to execute such documents as he deems necessary or desirable to accomplish the
5 acquisition of the Property.
6

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

11 Section 3. The Superintendent of Parks and Recreation is hereby authorized to execute
12 and perform, on behalf of The City of Seattle, an agreement with the Seattle Housing Authority
13 Concerning Development of Yesler Community Center substantially in the form of Attachment
14 A to this ordinance and setting forth the understanding between the City of Seattle and the Seattle
15 Housing Authority concerning the conveyance of the Property and its development.
16

17 Section 4. Contingent upon the execution of the agreement authorized in Section 3
18 above, and in order to pay for design of the Yesler Community Center (CIP Project K73481) and
19 associated housing and related facilities and for necessary related costs and expenses for which
20 insufficient appropriation authority exists, the appropriation for the following in the 2003 Budget
21 is increased from the fund shown, as follows:
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Fund	Department	Capital Improvement Program	Amount
1999 Seattle Center/Community Centers Fund (33800)	Parks and Recreation	K72654 - 1999 Community Center Improvements	\$475,000 or so much thereof as is agreed upon with the Seattle Housing Authority to reimburse this appropriation

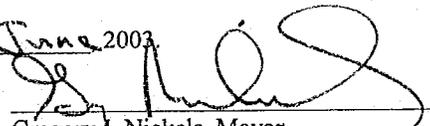
Section 7. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 8. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

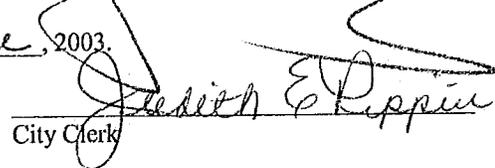
Passed by the City Council the 16th day of June, 2003, and signed by me in open session in authentication of its passage this 16th day of June, 2003.



President _____ of the City Council

Approved by me this 25 day of June, 2003.


Gregory I. Nickels, Mayor

Filed by me this 26th day of June, 2003.


City Clerk

(Seal)

Attachment A: Purchase and Sale Agreement between The Housing Authority of the City of Seattle and The City of Seattle



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ATTACHMENT A

PURCHASE AND SALE AGREEMENT

between

**Seller: Housing Authority of the City of Seattle
and**

Buyer: The City of Seattle

FOR IMPROVED REAL PROPERTY

Buyer, **THE CITY OF SEATTLE**, a first class city of the State of Washington, and Seller, **Housing Authority of the City of Seattle**, a public body, corporate and politic hereby enter into this Purchase and Sale Agreement ("Agreement") as of the Effective Date.

IN CONSIDERATION of the Purchase Price, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, Seller agrees to sell the Real Property to Buyer, and Buyer agrees to buy the Real Property from Seller, on the terms and conditions set forth in this Agreement. Accordingly, the parties agree as follows:

1. DEFINED TERMS

The terms listed below shall have the following meanings throughout this Agreement:

Seller: Housing Authority of the City of Seattle

Seller's Address: Seattle Housing Authority
120 6th Avenue North
Seattle, WA 109

Buyer: The City of Seattle, a first class City of the State of Washington

Buyer's Address: Seattle Law Department
600 Fourth Avenue, 10th Floor
Seattle, Washington 98104
Attn:
Fax No. (206)684 8284.

Title Company: Pacific Northwest Title Company of Washington, Inc.

Land: That certain land described in Exhibit A, believed to contain approximately 61,901 square feet in area, together with all rights and interests appurtenant thereto, including, without limitation, any water and mineral rights, development rights, air rights, easements and rights-of-way.

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Improvements: Any buildings and other improvements currently located on or affixed to the Land.

Real Property: The Land and the Improvements.

Personal Property: To the extent it exists, any equipment, fixtures, mechanical systems, and other personal property used in conjunction with the operation of and located on the Real Property. The parties agree that the value of any Personal Property is only nominal.

Property: The Real Property and the Personal Property.

Purchase Price: \$1.00. (Buyer and Seller agree that the fair market value of the property is \$1,800,000 (One million, eight hundred thousand dollars).

Closing: Is as defined in Section 6 of this Agreement.

Closing Date: Shall be the date the Closing takes place, but in no event shall such date be more than thirty (30) Days after execution of this Agreement.

Day: A calendar day; provided, that if the last day for taking any action hereunder is a Saturday, Sunday or Washington State-designated holiday, the next succeeding day that is not a Saturday, Sunday or Washington State-designated holiday shall be the deadline for taking such action.

Effective Date: The date upon which this Agreement has been fully executed by Buyer and Seller, as evidenced by the last date appearing under their respective signatures.

Environmental Law: Any federal, state or local law, ordinance or regulation pertaining or relating to health, industrial hygiene, waste disposal, or the environment, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. § 9601 *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Pub. L. 99-499 and 99-563; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601 *et seq.*; the Hazardous Materials Transportation Act, 49 App. U.S.C. § 1802; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 *et seq.*; the Occupational Safety and Health Act of 1970 ("OSHA"), as amended, 29 U.S.C. § 651 *et seq.*; the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*; the Safe Drinking Water Act

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of 1974, 42 U.S.C. § 201 *et seq.*; the Hazardous Waste Management Act, RCW Ch. 70.105; the Model Toxics Control Act of the State of Washington ("MTCA"), RCW Ch. 70.105D; and any amendment to any such law or regulation adopted and publications promulgated pursuant to all such laws.

Hazardous Material: Any hazardous, or toxic substance, material or waste, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. §172.101) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. pt. 302 and amendments thereto) or in the Washington Hazardous Waste Management Act (Ch. 70.105D RCW) or the Model Toxics Control Act (Chs. 70.105D RCW 82.21 RCW), petroleum products and their derivatives, and such other substances, materials and wastes as become regulated or subject to clean-up authority under any Environmental Law.

2. EXHIBITS

The following exhibits are attached to and form a part of this Agreement

Exhibit A - Land Description

Exhibit B - Form of Special Warranty Deed

Exhibit C - Interagency Agreement Concerning Development of Yesler Community Center

Exhibit D - Declaration of Use Covenants, Restrictions and Easement

3. HUD APPROVAL

Subject to the approval of the U.S. Department of Housing and Urban Development ("HUD") for the disposition of the site, and to the terms and conditions of this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller all of the real property and improvements described in Exhibit A attached hereto and by this reference incorporated herein (the "Property"), which Property is located in the Yesler Terrace public housing community in the City of Seattle, County of King, State of Washington. Seller has applied for and shall use its best efforts to diligently pursue such HUD approval in a timely manner and shall deliver to Buyer a copy of the HUD determination. Buyer agrees to work cooperatively with Seller in such efforts to obtain HUD approval. If HUD does not approve the disposition of the Property, or two years from the date of this Agreement, whichever shall first occur, then at either Seller's or Buyer's option, this Agreement shall terminate as of the date Seller receives written notice of such disapproval.

4. CONDITION OF REAL PROPERTY

Buyer acknowledges that it has reviewed the Commitment for Title Insurance issued by

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the Title Company under No. 473339 (the "Title Report"). Title to the Real Property shall be conveyed to Buyer subject only to Special Exceptions 1 through 5, 8 through 12, 15 through 29, 31 and 32 shown on Schedule B of Order No. 473339, as updated on April 8, 2002, and nondelinquent installments of special assessments levied against the Real Property as shown in the Title Report (the "Permitted Encumbrances"). All Exceptions or Filings consisting of a financial encumbrance such as a mortgage, deed of trust, or other debt security, or any attachment, delinquent real estate tax, assessment for an improvement or mechanic's or materialmen's lien outstanding against the Real Property (a "Financial Encumbrance"), are hereby deemed a disapproved Exception or Filing. Seller hereby covenants to remove or cause to be satisfied any Financial Encumbrance on or before the Closing Date.

5. CONVEYANCE OF TITLE

Seller shall convey the Real Property to Buyer by a limited warranty deed, the form of which is attached hereto as Exhibit B (the "Deed") conveying to Buyer title to the Real Property in fee simple, subject only to the Permitted Encumbrances, and any other exceptions that Buyer approves in writing (collectively hereinafter referred to as the "Exceptions"). A condition precedent to Buyer's completing the purchase of the Real Property shall be the willingness of the Title Company to issue, upon payment of the Title Company's regularly scheduled premium, an ALTA owner's extended coverage title insurance policy in the amount of the \$1,800,000 (One million, eight hundred thousand dollars), showing title to the Real Property vested in Buyer in fee simple, subject only to the Exceptions and the preprinted exceptions commonly contained in an owner's extended policy.

6. CLOSING

A. Closing Requirements

On the Closing Date, all matters to be performed under this Agreement incident to the conveyance of the Real Property and the payment of the Purchase Price (collectively, the "Closing") shall be performed concurrently at the offices of the Title Company. All documents to be delivered at the Closing and all payments to be made shall be delivered in a timely manner, in escrow, so as to allow the recording of the Deed and other instruments as are required to be recorded to effect the transfer and conveyance of the Real Property and the delivery of all instruments and funds on or before the Closing Date. Each party shall deliver appropriate escrow instructions to the Title Company consistent with the provisions of this Agreement.

B. Buyer's Conditions to Closing

It is a condition to Buyer's obligation to proceed to Closing that, as of the Closing Date, (i) all of Seller's representations and warranties hereunder are true and correct; (ii) Seller has performed all of its covenants hereunder; (iii) no moratorium, statute, order, regulation, ordinance or judgment of any court or governmental agency (to which Buyer could not reasonably have objected within the Contingency Period) has been enacted, adopted, issued or initiated that would materially and adversely affect the anticipated use of the Real Property or any portion thereof; (iv) the Real Property is delivered to Buyer at Closing free and clear of any

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occupants or rights to possession, other than tenants approved under leases approved or assumed by Buyer, if any; (v) the Title Company is prepared to issue the Title Policy to the Buyer; (vi) Seller has delivered all other documents and other deliveries required by this Agreement; and (vii) all other conditions to Buyer's obligations to proceed to Closing that are set forth in this Agreement have been satisfied.

C. Seller's Conditions to Closing

It is a condition to Seller's obligation to proceed to Closing that, as of the Closing Date, (i) all of Buyer's representations and warranties hereunder are true and correct; (ii) Buyer has performed all of its covenants hereunder; (iii) Buyer has delivered the Purchase Price and all other documents and other deliveries required by this Agreement, and (iv) all other conditions to Seller's obligations to proceed to Closing that are set forth in this Agreement have been satisfied.

7. **DELIVERIES**

A. Seller's Deliveries at Closing

On or by the Closing Date, Seller shall deliver to the Title Company the following documents and materials, all of which shall be in form and substance reasonably acceptable to Buyer:

- (i) The duly executed and acknowledged Deed.
- (ii) Any instruments reasonably necessary to convey title in the condition required by this Agreement, each of which instrument shall be duly executed and, if necessary, acknowledged.
- (iii) A certificate duly executed by Seller acknowledging that as of the Closing Date, all representations and warranties by Seller set forth in this Agreement remain true and correct.
- (iv) A non-foreign certification, duly executed by Seller under penalty of perjury, certifying that Seller is not a "foreign person" as defined in or pursuant to Section 1445 (as may be amended) of the Internal Revenue Code of 1986, as amended ("Section 1445"). If Seller shall fail or be unable to deliver the same, then Buyer shall have the right to have such portion of the Purchase Price withheld by Title Company in escrow as may be necessary, in the reasonable opinion of the Title Company, to comply with Section 1445.
- (v) All keys held by Seller as owner, landlord, and otherwise, to all doors into and within the Improvements and all building or other plans relation to the Real Property.
- (vi) Such other documents as the Title Company may reasonably

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require to complete the Closing.

B. Buyer's Deliveries at Closing

- (i) On or by the Closing Date Buyer shall deliver to the Title Company the Purchase Price for the Property (plus any additional funds necessary to pay all closing costs and prorations, as hereinafter set forth) with immediately available funds. Such delivery shall be made in a timely manner to allow disbursement of the Purchase Price to Seller at the time of the Closing.
- (ii) A certificate duly executed by Buyer acknowledging that as of the Closing Date, all representations and warranties by Buyer set forth in this Agreement remain true and correct.
- (iii) Such other documents as the Title Company may reasonably require to complete the Closing.
- (iv) Interagency Agreement between the Seattle Housing Authority and the City of Seattle Concerning the Development of Yesler Community Center in the form attached hereto as Exhibit C.
- (v) Executed Covenants, Restrictions and Easement in the form attached hereto as Exhibit D, Restrictive Covenant for recording with the deed to the Property.

8. CLOSING COSTS AND PRORATIONS

At the Closing, closing costs shall be paid and prorations made as follows:

A. Closing Costs

Buyer and Seller shall each pay their own attorneys' fees incurred in connection with negotiating and consummating the transactions contemplated herein. Buyer shall pay all costs of closing the transaction including Escrow fees, fees for Extended ALTA Title Insurance Policy, and recording fees.

B. Prorations

All prorations shall be made as of 12:01 a.m. on the Closing Date so that for purposes of prorations, Buyer shall be deemed in ownership of the Real Property throughout such day. Unless otherwise specified herein, all Taxes shall be prorated on an accrual basis. As used herein, "Taxes" include all real property taxes and similar charges of any kind. All delinquent Taxes (including penalties thereon) shall be paid at Closing out of funds due Seller. Any non-delinquent Taxes shall be prorated based on the current tax bill and Buyer shall pay or credit the Purchase Price the fraction thereof that represents the number of days remaining in the applicable

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fiscal year (including the Closing Date) divided by the number of days in such fiscal year; if such tax bill has not yet been received by Seller, the proration shall be based on one hundred percent (100%) of the previous year's tax bill, and such adjustment shall be final. All assessments levied against the Real Property for improvements that are payable in installments shall be prorated as to the current installment, and Buyer shall acquire the Real Property subject to the lien of future installments as they become due. Seller shall pay any delinquent assessment together with any penalties and interest thereon on or before the Closing Date.

9. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller hereby makes the following representations and warranties to Buyer as of the Effective Date:

A. Due Authorization

Seller has full power to execute, deliver and carry out the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. The individual executing this Agreement on behalf of Seller has the authority to bind Seller to the terms and conditions of this Agreement.

B. Enforceability

This Agreement and all documents required hereby to be executed by Seller, when so executed, shall be legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting rights of creditors generally and, as to enforceability, the general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

10. BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer hereby makes the following representations and warranties to Seller as of the Effective Date and as of the Closing Date:

A. Due Authorization

Buyer has full power to execute, deliver and carry out the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. The individual executing this Agreement on behalf of Buyer has the authority to bind Buyer to the terms and conditions of this Agreement.

B. Enforceability

This Agreement and all documents required hereby to be executed by Buyer, when so executed, shall be legal, valid, and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, subject to applicable bankruptcy, insolvency,

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reorganization, moratorium, and other similar laws affecting the rights of creditors generally and, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

C. Environmental Matters

Buyer acknowledges that it is purchasing the Real Property based on its own investigation and inquiry and has not received and is not relying on any representation or warranty of Seller as to the physical condition of the Real Property and is agreeing to accept and purchase the Real Property in such condition "as is, with all faults." This Section shall not be construed as releasing Seller from any liability it would otherwise have under any applicable environmental laws and Buyer does not assume such liability.

11. ACTIONS AFTER THE EFFECTIVE DATE

The parties covenant to do the following from the Effective Date through the Closing Date.

A. Title

Seller shall not make or permit any change to the Property or to the condition of title to the Real Property without Buyer's prior written consent, which consent shall not be unreasonably withheld.

B. Maintenance and Operation of Property

Seller shall maintain and operate the Property in substantially its current condition. Seller shall not make any material alterations to or upon the Real Property without Buyer's prior written consent, which consent shall not be unreasonably withheld.

C. Representations and Warranties

Each party shall use its best efforts to prevent any act or omission that would render any of its representations and warranties herein untrue or misleading on or prior to the Closing Date, and shall immediately notify the other party in writing if any such act or omission occurs.

D. Removal of Personal Property

Seller shall retain ownership of and have the obligation to remove all readily moveable Personal Property from the Real Property by the Closing Date. Any Personal Property not removed by the Closing Date shall be deemed abandoned and Buyer may, at its option and at Seller's expense, dispose of all items that are required to be removed by Seller without liability to Seller. Seller shall ensure that any such removal does not create a hazard to members of the public exercising ordinary care for their own safety.

E. Insurance

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Seller shall secure and maintain in full force and effect at no expense to Buyer and until Closing has occurred, fire and extended coverage, vandalism and malicious mischief, and special extended coverage insurance by one or more responsible insurance companies, providing coverage in amounts acceptable to Seller in its sole discretion.

12. DAMAGE TO PROPERTY/TAKINGS

If the Real Property or any substantial, material part thereof (i) is materially damaged by casualty, or (ii) is taken or is the subject of a notice of taking by eminent domain prior to the Closing Date, Seller shall promptly notify Buyer, whereupon Buyer may give Seller written notice that it elects to (a) terminate this Agreement, in which event the parties shall have no further obligations hereunder (except for Buyer's indemnification obligations); or (b) proceed to Closing, in which event Seller shall assign to Buyer all insurance proceeds attributable to the Real Property arising from the casualty together with a credit against the Purchase Price equal to the deductible amount and/or coinsurance amount under the applicable insurance policy, or pay over and assign to Buyer all awards recovered or recoverable on account of such taking, as the case may be. If Buyer elects to proceed under this Section 12, Seller shall not compromise, settle, or adjust any claims to such proceeds, or awards without Buyer's prior written consent, which consent shall not be unreasonably withheld.

13. SURVIVAL OF TERMS

All representations, warranties and indemnification commitments by the respective parties contained herein are intended to and shall remain true and correct as of the Closing, shall be deemed to be material, and shall not be merged into the Deed, and shall survive the delivery of the Deed and transfer of title.

14. SUCCESSORS AND ASSIGNS

The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Buyer may not assign Buyer's rights and obligations hereunder.

15. DEFAULTS & REMEDIES

If Seller wrongfully fails to convey the Real Property to Buyer, Buyer shall have all remedies available to it at law or in equity, including, without limitation, the right to seek specific performance.

16. ATTORNEYS' FEES

If there is any dispute between the parties regarding their rights and obligations under this Agreement (whether or not litigation is involved), each party shall be responsible for its own attorneys' fees and court costs.

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17. NOTICES

All notices required or permitted to be given pursuant to the terms hereof shall be in writing and shall be delivered either by hand delivery; by nationally recognized private overnight delivery service; by deposit in the United States mail, registered or certified mail, postage prepaid; or by electronic facsimile transfer, but if delivered by electronic facsimile transfer, a hard copy of such notice shall also be delivered on or before the next Day by hand delivery or by such overnight delivery service. All notices shall be addressed to Seller at Seller's Address (or in the case of an electronic facsimile transfer, to Seller's facsimile copier number), and to Buyer at Buyer's Address (or in the case of an electronic facsimile transfer, to Buyer's facsimile copier number). The addresses (and electronic facsimile transfer numbers) set forth in Section 1 may be changed by written notice to the other party as provided herein. Notices shall be deemed to have been given upon the earlier of actual receipt, as evidenced by the deliverer's affidavit, the recipient's acknowledgment of receipt, or the overnight delivery service's receipt; and in the event of attempted delivery during normal business hours at the proper address by an agent of a party or by the overnight delivery service or the U.S. Postal Service but refused acceptance, shall be deemed to have been given upon attempted delivery, as evidenced by an affidavit of inability to deliver stating the time, date, place and manner in which such delivery was attempted and the manner in which such delivery was refused.

18. CONSTRUCTION OF DOCUMENT

In construing this document, all headings and titles are for the convenience of the parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if both parties had prepared it. All exhibits attached hereto are incorporated in this Agreement by reference thereto.

19. TIME

Time is of the essence of every provision herein contained.

20. FORCE MAJEURE

If either party is unable to perform one or more of its obligations under this Agreement, except for an obligation to pay any funds due hereunder, or to enjoy any of its benefits because of natural disaster or actions or decrees of governmental bodies (hereinafter referred to as a "Force Majeure Event" or "Event"), the party who has been so affected immediately shall give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, the affected party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If the period of non-performance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may terminate this Agreement by giving written notice. If such Event shall affect the Closing Date, the Closing Date shall automatically be extended for a period equal to the duration of such Event.

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21. APPLICABLE LAW

The laws of the State of Washington shall govern this Agreement.

22. NO ORAL MODIFICATION OR WAIVER

This Agreement may not be changed or amended orally, but only by an agreement in writing. No waiver shall be effective hereunder unless given in writing, and waiver shall not be inferred from any conduct of either party.

23. ENVIRONMENTAL MATTERS

Seller and Buyer make no agreement herein with respect to, and retain all of their respective rights and responsibilities under all applicable statutes and other law with respect to, the allocation of liability arising from or relating to Hazardous Materials on, in, under, or migrating, or having migrated, onto or off of the Real Property. Either party hereto that seeks an allocation of any such liability against the other party shall make a reasonable attempt to join in any lawsuit any past or present tenant(s) of Buyer and Seller known to the party bringing the lawsuit to be a potentially responsible party under applicable law in addition to bringing a lawsuit against the other party.

24. COUNTERPARTS

This Agreement may be executed in counterparts with each counterpart so executed deemed an original hereof.

25. ENTIRE AGREEMENT

This Agreement contains all of the covenants, conditions and agreements between the parties and shall supersede all prior correspondence, agreements and understandings, both verbal and written, between the parties or their respective representatives. The parties intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced in any proceeding involving this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has executed one or more copies of this Agreement by having its authorized representative affix his or her signature in the appropriate space below as of the date set forth under said signature.

SELLER:
Housing Authority of the City of Seattle

BUYER:
City of Seattle

Printed Name: _____
Date: _____

Printed Name: _____
Date: _____

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EXHIBIT A

LEGAL DESCRIPTION

All that real property described as Parcel B and shown on that Short Subdivision
Number 2207828, Recorder's Certificate ____, recorded ____ day of ____, 2003 at ____, in
Book ____ of Surveys, at pages ____.

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EXHIBIT B

FORM OF LIMITED WARRANTY DEED

This cover page is attached for recording purposes and is not a part of the instrument.

Document Title: LIMITED WARRANTY DEED

Reference number of related documents: NOT APPLICABLE

Grantor: HOUSING AUTHORITY OF THE CITY OF SEATTLE

Grantee: THE CITY OF SEATTLE

Legal Description:

All that real property described as Parcel B and shown on that Short Subdivision Number 2207828, Recorder's Certificate ____, recorded ____ day of ____, 2003 at ____, in Book ____ of Surveys, at pages ____.

LIMITED WARRANTY DEED

Housing Authority of the City of Seattle, a Washington public body, corporate ("Grantor"), for and in consideration of One and 00/100 Dollar (\$1.00) to it paid by THE CITY OF SEATTLE, a municipal corporation ("Grantee"), the receipt of which is hereby acknowledged, does hereby grant and convey, with limited warranty covenants, to the Grantee, the premises described in Exhibit A attached hereto and made a part hereof ("Property").

Together with all of the privileges and appurtenances to the same belonging, to have and to hold the same to Grantee, its successors and assigns forever. Grantor, for itself and for its successors, hereby warrants with limited warranty covenants, with the Grantee, its successors and assigns forever, that it is lawfully seized of the Property in fee simple and that it will defend the same from and against the claims and demands of only Grantor and all persons claiming by, through, or under Grantor, but not against the claims of any others whomsoever, and that this conveyance of the Property is made subject to (a) all liens and encumbrances created or assumed by Grantee; (b) zoning ordinances; (c) legal highways; (d) covenants, restrictions, conditions and other matters currently of record; (e) real estate taxes and assessments not yet due and payable; and (f) all matters which may be disclosed by an accurate survey of the Property.



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In Witness Whereof, Grantor has caused its name to be hereunto subscribed this ___ day of _____, 2003, by its duly authorized official.

Signed and acknowledged
in the presence of:

HOUSING AUTHORITY OF THE CITY OF SEATTLE
By:

(Witness Signature)

Printed Name:

(Print Name)

Its:

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

On this ___ day of _____, 2003, before me personally appeared _____, to me known to be the _____ of HOUSING AUTHORITY OF THE CITY OF SEATTLE that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said association, for the uses and purposes therein mentioned, and on oath stated that (s)he was authorized to execute said instrument on behalf of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature: _____
Name:(print) _____
NOTARY PUBLIC in and for the State
of _____, residing at _____
My appointment expires: _____

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EXHIBIT C

INTERAGENCY AGREEMENT

between
The Seattle Housing Authority and
The City of Seattle
Concerning
Development of Yesler Community Center

The intent of this Interagency Agreement ("Agreement") is to establish terms between the Housing Authority of the City of Seattle, a public body corporate and politic ("SHA"), and The City of Seattle ("City"), by and through its Seattle Parks and Recreation Department ("Parks"), for the design of a new Yesler Community Center ("Center"), on property that is part of a public housing community owned by SHA and known as Yesler Terrace.

This Agreement amends and replaces the previous Interagency Agreement executed by Parks and SHA on or about July 23, 2002.

RECITALS

1. In November of 1999, the citizens of the City of Seattle passed Proposition 1 ("Levy"), thereby providing funding for the development and expansion of eleven community centers. SHA agreed to contribute real property for a new community center in the Yesler Terrace area so that the Yesler Terrace community could be included among the neighborhoods to be served by the Levy. The Levy provides for \$6,636,000 in funding for the Center. This funding is intended to include all administrative, design and construction costs of the Center and associated off-street parking.
2. In the spring of 2001, SHA and Parks conducted a study, involving residents of Yesler Terrace and nearby neighborhoods, to select the preferred location for the Center. The site selected is owned by SHA and is in the Yesler Terrace neighborhood and is along the south side of Yesler Way between 10th Avenue South and Broadway. Development of the site will require the demolition of 21 existing housing units, the Yesler Terrace Management Office and a laundry facility. The fair market value of the site has been determined by an independent appraisal to be One Million Eight Hundred Thousand Dollars (\$1,800,000).
3. In September of 2001, the Parks Board of Commissioners endorsed this preferred site and recommended that all housing units demolished be replaced. The SHA Board of Commissioners initially directed that housing units be replaced on site. However, in July of 2002, Parks and SHA, in conjunction with the community, determined that a mixed-use development of housing with the Center was simply not feasible. Following this determination, Parks in consultation with the community and SHA proceeded to design a stand-alone community center of approximately 20,000 square feet, and SHA proceeded

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separately with a plan to replace the to be demolished housing units. SHA has also determined that the management office and laundry facility will not be replaced as part of this project.

4. In December of 2002, the SHA Board of Commissioners, recognizing the need for a new community center that would provide significant benefits to the residents of Yesler Terrace and the surrounding neighborhoods, passed Resolution 4681. That resolution authorized SHA to sell its preferred site property to the City at less than fair market value for development as a community center.

NOW THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and SHA agree as follows:

SECTION 1: TERM OF AGREEMENT AND PROJECT DESCRIPTION

The term of this Agreement shall begin when fully executed by all parties and shall end on December 31, 2004 or the date of completion of the Yesler Community Center, whichever is later, unless terminated earlier pursuant to the provisions hereof.

This Project will consist of the development, design and construction of an approximately 20,000 square-foot community center and associated off-street parking ("Center").

SECTION 2: PROJECT DESIGN REVIEW AND APPROVAL

- A. SHA and Parks acknowledge that the site planning, programming, schematic and design development phases have been completed and cannot be changed without incurring a significant and unreasonable Project delay, as well as creating the need for additional Project funding from SHA. During the sequential phases of design development, however, Parks shall provide SHA with detailed plans ("Design Documents") related to the design of the Center. SHA will have the opportunity to comment on the Design Documents as hereinafter set forth, and Parks will exercise its best reasonable efforts to take such comments into account in the final Design Documents. SHA will provide any comments to the Design Documents (including detailed explanations of any requested design changes) within ten (10) working days of the receipt of the Design Documents from Parks.
- B. In the event SHA proposes a change or amendment to the Design Documents with respect to the design of the Community Center, such proposed change or amendment, in addition to being subject to the approval of Parks, must be consistent with the Yesler Community Center Final Design Program, Community Center Design Standards, and any other adopted City and Parks standards related to community centers.

SECTION 3: INDEMNIFICATION

- A. Each party hereto shall hold harmless, indemnify and defend the other party and its officers, agents and employees from and against any and all claims, suits, actions, losses, costs,

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penalties and damages of whatsoever kind or nature to the extent they arise out of, in connection with, or incident to the indemnifying party's intentional acts, negligence or breach of any covenant or warranty under this Agreement ("Claims"). Upon timely notice of the commencement of any claim, the indemnifying party shall assume the defense of the indemnified party and its officers, agents and employees ; shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs, incurred in connection with the Claim; shall reimburse all costs reasonably incurred by the indemnified party in defending itself and its officers, agents and employees against the Claim prior to the indemnifying party's acceptance of defense responsibility with respect to such Claim; and shall satisfy any judgment rendered in connection therewith or pay any sum required to settle such Claim. The parties agree that their respective obligations under this subsection extend to Claims made against either party by the other party's officers, agents and employees. For this purpose, the parties, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available against such Claims under the industrial insurance provisions of Title 51 RCW.

- B. In the event the parties are jointly liable to any claimant or litigant, each party shall bear responsibility for its own defense, including the payment of all attorneys' fees and costs associated therewith, and shall satisfy any judgment or settlement to the extent allocated to such party's fault.
- C. The provisions of this Section 3 shall survive the expiration or termination of this Agreement.

SECTION 4: DISPUTES

- A. Any dispute or misunderstanding that may arise under this Agreement shall first be resolved through amicable negotiations, if possible, between SHA's Project Manager and Parks' Project Manager, or if necessary, shall be referred to the Superintendent of the Parks Department and the Executive Director of SHA. If such officials are unable to amicably resolve the dispute within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including but not limited to dispute resolution processes.

SECTION 5: TERMINATION

- A. For Cause: Either party may terminate this Agreement if the other party is in material breach of any of the terms of this Agreement, and such breach has not been corrected to the non-breaching party's reasonable satisfaction in a reasonable time after notice of the breach has been communicated to the party allegedly in breach; provided, however, that the provisions of Section 7(D) hereof have been met.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operation; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage, or superior governmental regulation or control.

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SECTION 6: CONFIDENTIALITY

The parties agree that they will not permit the duplication or disclosure of any information designated in advance by the other party as confidential and proprietary information to any person (other than its own employee, agent, or representative who must have such information for the performance of its obligations hereunder) unless such duplication, use or disclosure is specifically authorized in writing by the other party or is required by law, in which case the information will be treated as confidential for all other purposes. The term "confidential and proprietary information" does not include ideas, concepts, know-how or techniques related to information that, at the time of its disclosure, is in the public domain unless the entry of that information into the public domain is a result of any breach of this Agreement. Likewise, the term "confidential and proprietary information" does not apply to information that is independently developed, already possessed without obligation of confidentiality, or rightfully obtained from a third party with an obligation of confidentiality.

SECTION 7: MISCELLANEOUS PROVISIONS

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties and their legal representatives, successors, and assigns.
- C. Applicable Law/Venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County, Washington.
- D. Remedies/Enforceability: In the event either party violates this Agreement, (hereafter the "breaching party"), the non-breaching party shall notify the breaching party in writing of the breach. The breaching party shall have sixty (60) days from the date of such notice to cure such breach. However, if the breach is of such a nature that it may not practicably be cured within sixty (60) days, the non-breaching party shall not be entitled to exercise its remedies so long as the breaching party commences cure of such breach with the sixty-day period and diligently pursues the cure to completion within a reasonable time as approved by the non-breaching party. If the breaching party does not cure or commence to cure pursuant to the foregoing, the non-breaching party, may in its discretion, pursue any and all remedies available at law or in equity. The parties agree that such remedies shall include termination of this Agreement. Rights under this Agreement are cumulative and nonexclusive of any other remedy at law or in equity.
- E. Captions: The titles of sections are for convenience only and do not define or limit the contents.
- F. Severability: If any term or provision of this Agreement is determined by a court of

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competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- G. Waiver: No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition.
- H. Entire Agreement: This document, along with any exhibits and attachments, constitutes the entire agreement between the parties with respect to the design portion of this project. No verbal agreement or conversation between any officer, agent, associate or employee of the City and SHA and any officer, agency, employee or associate of the City and SHA prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.
- I. Negotiated Agreement: The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.
- J. Access/Inspection: Parks and its consultants shall have the right to access SHA property at all reasonable times for the purpose of designing the Center, subject to the rights of tenants occupying Yesler Terrace units and 48 hour notice.

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

THE CITY OF SEATTLE
PARKS AND RECREATION
DEPARTMENT

SEATTLE HOUSING AUTHORITY

By: _____
Signature

By: _____
Signature

Kenneth R. Bounds
Superintendent
Seattle Parks and Recreation Dept.

Harry Thomas
Executive Director
Seattle Housing Authority



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EXHIBIT D

DECLARATION OF USE COVENANTS, RESTRICTIONS AND EASEMENT

GRANTOR: City of Seattle, a Washington Municipal Corporation

GRANTEE: Housing Authority of the City of Seattle, a Washington public body corporate and politic

ABBR. LEGAL: []

Additional Legal on page ___ -

TAX PARCEL NUMBER: []

RELATED DOCUMENTS: N/A

This Declaration of Use Covenants, Restrictions and Easement (the "Use Covenants") is made on or as of _____ 2003, by, The City of Seattle a Washington municipal corporation (the "City") whose address is: The City of Seattle Parks and Recreation Department, 100 Dexter Avenue North, Seattle, Washington 98109, Attention: Superintendent, for the benefit of the Housing Authority of the City of Seattle, a public body corporate and politic under the laws of the state of Washington ("Housing Authority") pursuant to that certain Interagency Agreement entered into by City and HOUSING AUTHORITY dated _____ (the "Interagency Agreement") and that certain Purchase and Sale Agreement entered into by City and the Housing Authority (dated _____ the "Purchase and Sale Agreement").

RECITALS

1. WHEREAS, City is acquiring from the Housing Authority certain real property known as the New Community Center site, legally described on Exhibit A attached hereto (the "Property"); and
2. WHEREAS, the approval of the U.S. Department of Housing and Urban development ("HUD") is required for the Property to be sold; and
3. WHEREAS, City proposes to construct a Community Center of approximately 20,000 s.f. on the Property (the "Community Center") for use by the public with the expenditure of \$6,636,000 in levy financing allocated for such purposes; and
4. WHEREAS, the Housing Authority is willing to sell the Property to Purchaser for a price below its unencumbered fair market value subject to certain covenants and restrictions as set forth below, and HUD is willing to approve such sale, subject to certain covenants and



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restrictions encumbering the Property as set forth below in this Declaration of Use Covenants, Restrictions and Easement.

NOW, THEREFORE, in consideration of the foregoing and of the conveyance of the Property by Housing Authority to City and for such other valuable consideration receipt of which is hereby acknowledged, the parties hereto agree as follows:

USE COVENANTS

1. Covenants and Restrictions. City hereby irrevocably grants and conveys to HOUSING AUTHORITY and subjects the Property to the affirmative and negative conditions, covenants and restrictions set forth which are covenants running with the land, binding on the City, its successors and assigns and binds such successors in title benefiting the Housing Authority for fifty (50) year term as set forth in Section 2 below, subject to Section 3 below.

2. Transfers of Interest in the Property. City hereby declares its express intent that, except as provided in Section 4, the Use Covenants set forth in Section 5 shall apply to any estate or interest in the Property now held or hereafter acquired by the City and shall pass to and be binding upon City's successors in title including any purchaser, grantee, owner or lessee of any portion of the Property and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee, owner or lessee of any portion of the Property and any other person or entity having any right title or interest therein. City agrees not to transfer the Property or any portion thereof or interest therein other than utility easements required for the operation of the property as a Community Center, and short-term rentals to any successor unless successor agrees in writing to be bound by the provisions of these Use Covenants.

City agrees to provide to Housing Authority a copy of any agreement except conveyance agreements for the establishment of utility services necessary to the operation of the property as a Community Center prior to the transfer. The execution and delivery of such agreement to Housing Authority shall be a condition precedent to the effectiveness of any transfer of any such interest in the Property to such successor, but the applicable covenants herein shall be binding on any such transferee to the extent that they do not interfere with the legal rights of utility services, regardless of whether such written agreement is obtained.

3. Minimum Community Center Use. City agrees to provide a minimum of twenty thousand square feet (20,000 s.f.) of space in the Community Center on the Property for public recreational uses. The Community Center will provide space for a variety of activities, such as but not limited to a regulation-size sports court, technology laboratory, after-school care for elementary school-age children, teen activities, classes for adults and community rooms open to the public for meetings and social events. Reprogramming major elements of the space within the Community Center during the term of these Covenants shall require the prior written approval of the Housing Authority.

4. Availability for Use. City agrees that the Community Center shall be available for public use and open on a schedule that is consistent with, and no less than, similarly sized Community

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Centers under the jurisdiction of the Department of Parks and Recreation.

5. Maintenance and Repair. For fifty (50) years after the date specified in Section 2, City shall maintain the exterior and interior of the Community Center in good condition and repair in a manner that preserves and enhances the adjacent property owned by the Housing Authority. In the event of any fire or other casualty and unless the Use Covenants are terminated in accordance with 6 below, City shall restore the Community Center as nearly as possible to its prior condition all in accordance with City rules, regulations and building codes. City shall not remove or demolish any portion of the Community Center, excepting those building elements, such as, but not limited to, roofs, Heating Ventilation and Air Conditioning elements, environmentally contaminated structures, dry rot, broken glass, roof top appurtenances, hand rails, or any building modification required by legal authority with jurisdiction to require same, whose maintenance requires their removal or demolition in order to maintain the property in good operating condition, without prior written consent of Housing Authority.

6. Term of Use Covenants. The term of these Use Covenants is fifty (50) years from the date of the sale of the Property to City. The term shall be continuous. Temporary closure for maintenance or rehabilitation shall not automatically extend the term of the Use Covenants unless such closure exceeds ninety (90) days. If such closure exceeds ninety days, then the Term of the Use Covenants shall be automatically extended by the term of such closure period or periods unless otherwise agreed by separate agreement between the parties hereto.

7. Termination. Upon conveyance of the Property to the City these Use Covenants may not be terminated prior to expiration of the term except for a Force Majeure (including natural disasters, acts of war, or regulatory actions of governmental bodies other than the City of Seattle) or by other agreement between the parties hereto which make performance impracticable.

8. Easement. City hereby grants to Housing Authority an easement in gross to enter upon the Property with 48 hours notice to the City, during normal business hours in order to inspect the Community Center and to exercise any rights or remedies that the Housing Authority may have hereunder. The easement shall expire upon the end of the term of the Use Covenants.

9. Remedies/Enforceability. In the event of a breach of this Declaration by City or any successor in interest, the Housing Authority shall be entitled to pursue any available legal remedy, including specific performance.

10. No Removal of Improvements. City shall not remove or demolish any of the improvements installed as part of the Community Center without prior written consent of the Housing Authority.

11. Attorney's Fees. In any litigation brought to enforce the terms or the Use Covenants, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

12. Release and Indemnity. City and Housing Authority hereby release each other and their employees, and agree to hold each other harmless, from and against all liability, loss, damage, and claims that may arise in connection with the Use Covenants, except that neither party shall

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be obligated to indemnify the other or its agents or employees for any damages caused by or resulting from the sole negligence of either party or caused by or resulting from the concurrent negligence of City or the Housing Authority or their agents or employees.

13. Jurisdiction and Venue/Recordation. City irrevocably agrees and consents to the jurisdiction of the courts of King County, Washington or such other courts that may have jurisdiction in King County and to venue in such courts for purposes of any action or proceeding arising out of or relating to these Use Covenants. The City will cause these Use Covenants to be duly recorded in the Office of the King County Recorder within ten business days after signature by the parties.

14. Severability. If any provision of these Use Covenants are or is found invalid, such finding shall not affect the validity of the Use Covenants as a whole, or any other provisions hereof.

IN WITNESS WHEREOF, the parties, by their respective duly authorized officers, have caused this Declaration of Covenants and Restrictions to be executed in their respective names for proper recording in the public records the day and year first above written.

EXECUTED as of the date first written above.

**THE CITY OF SEATTLE
PARKS AND RECREATION
DEPARTMENT**

SEATTLE HOUSING AUTHORITY

By: _____
Signature

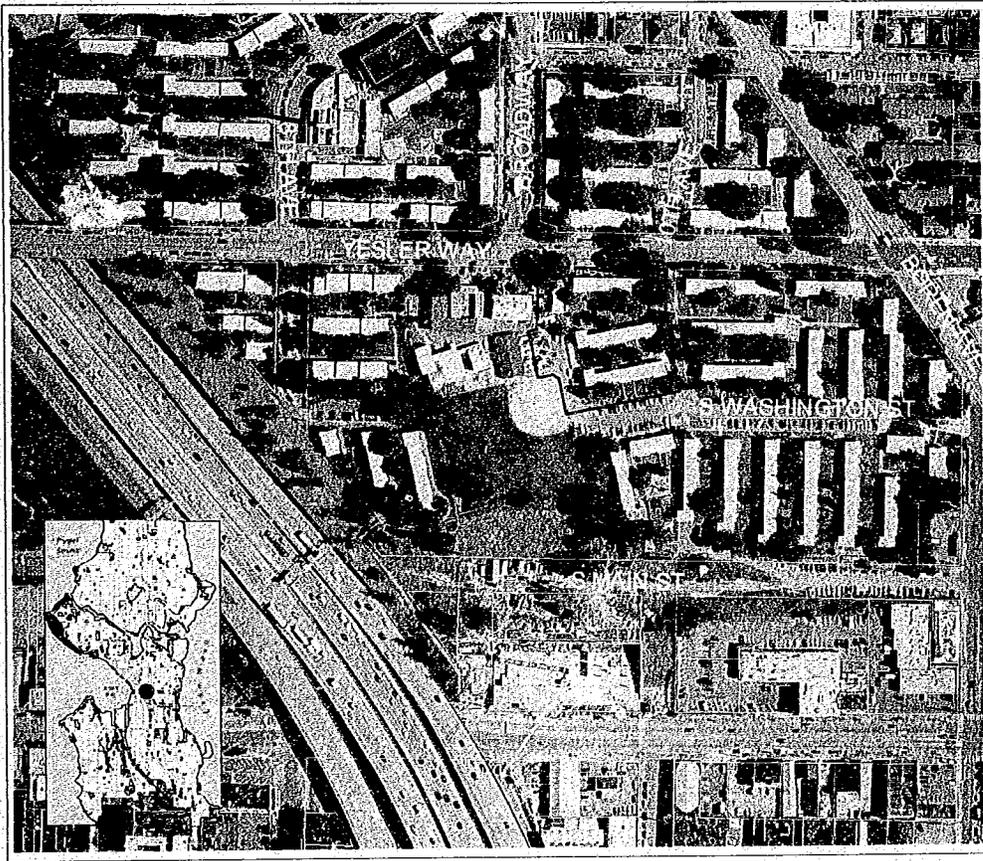
By: _____
Signature

Kenneth R. Bounds
Superintendent
Seattle Parks and Recreation Dept.

Harry Thomas
Executive Director
Seattle Housing Authority

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SEATTLE PARKS AND RECREATION

Yesler Acquisition Site

Othophoto taken July 1999
Map date April 23 2003

LEGEND

- Acquisition site
- Park Boundary
- Parcel Boundary

N
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Scale 1:2400

100 0 100
Feet

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ACTING
CITY
CLERK

FISCAL NOTE FOR CAPITAL PROJECTS ONLY

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Parks and Recreation	Toby Ressler 615-1482	Marilynne Gardner 233-5109

Legislation Title:

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the acquisition of a portion of certain property owned by the Seattle Housing Authority and located westerly of 10th Avenue South and southerly of East Yesler Way and rights associated therewith; authorizing the Superintendent of Parks and Recreation to accept a special warranty deed conveying the property described herein; authorizing the Superintendent of Parks and Recreation to execute an Interagency Agreement with the Seattle Housing Authority for the replacement of the Yesler Community Center; and making an appropriation of reimbursable funds from the Seattle Housing Authority to the 1999 Seattle Center/Community Centers Fund to pay costs related to the design of the development planned for the property; all by a three-fourths vote of the City Council.

Summary of the Legislation:

The proposed ordinance authorizes: 1) the acquisition of property owned by the Seattle Housing Authority as the site for the development of a new Yesler Community Center; 2) the Superintendent of Parks and Recreation to accept a special warranty deed conveying the property to the City; 3) an Interagency Agreement with the Seattle Housing Authority addressing the anticipated development of the property; and 4) a reimbursable appropriation of funds from the Seattle Housing Authority to the 1999 Seattle Center/Community Centers Levy Fund to pay costs related to the design of such development.

Background (Include brief description that states the purpose and context of legislation, the expected useful life, anticipated customers/users, assumed level of LEED or other sustainable design elements. Also include record of previous legislation and funding history, if applicable):

The 1999 Seattle Center and Community Centers Levy provides a total of \$6,636,000 (CIP Project K73481 – Yesler Community Center – Construction) for the replacement of the Yesler Community Center with a 20,000 square foot full-service community center. The proposed community center includes a 7,000 square foot gym and support spaces, meeting rooms, a kitchen, and other program space. Due to the size of the new community center, 21 units of low-income housing will be demolished.

In the spring of 2001, a study involving Yesler Terrace community residents and residents of nearby neighborhoods was undertaken to select the preferred location for a new Yesler Community Center. The site preferred by residents of Yesler Terrace and nearby neighborhoods is property owned by the Seattle Housing Authority. The Board of Parks Commissioners reviewed and endorsed the proposed site in September 2001. The Board of Commissioners of

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Candice Chin
5/13/03
YESLRord
Version #: 1

the Seattle Housing Authority adopted Resolution Number 4681 on December 20, 2002, authorizing the Seattle Housing Authority to sell the land needed for the Yesler Community Center to the City of Seattle for less than fair market value.

Project Name:	Project Location:	Start Date:	End Date:
Yesler Community Center – Construction	903 East Yesler Way	January 2002	November 2004 (beneficial occupancy)

- Please check one of the following:

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

This legislation has financial implications. (Please complete the boxes below and all relevant sections that follow.)

Appropriations (in \$1,000's):

Fund Name and Number	Department	Budget Control Level*	2003 Appropriation	2004 Anticipated Appropriation
1999 Seattle Center/Community Centers Fund (33800)	Parks and Recreation	K72654 – 1999 Community Center Improvements K73481 – Yesler Community Center - Construction	\$475 or so much thereof is agreed upon with the Seattle Housing Authority to reimburse this appropriation	\$0
TOTAL			\$475	\$0

* This is line of business for operating budgets, and program or project for capital improvements

Notes: The reimbursable appropriation of \$475,000 to CIP Program K72654 – 1999 Community Center Improvements will pay for design of the Yesler Community Center – Construction (CIP Project K73481) and associated housing and related facilities and for necessary related costs and expenses for which an insufficient appropriation was made. A 2003 appropriation of \$5,364 for this project was made in the 2003-2008 Adopted CIP.

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 5/13/03
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 Version #: 1

Anticipated Revenue/Reimbursement (in \$1,000's):

Fund Name and Number	Department	Revenue Source	2003 Revenue	2004 Revenue
1999 Seattle Center/Community Centers Fund (33800)	Parks and Recreation	Reimbursement from the Seattle Housing Authority	\$475	\$0
TOTAL			\$475	\$0

Notes:

Spending Plan and Future Appropriations for Capital Projects (Estimate cost of legislation over time; list timing of anticipated appropriation authority requests and expected spending plan. Please identify your cost estimate methodology including inflation assumptions and key assumptions related to the timing of appropriation requests and expected expenditures. In addition, include the projected costs of meeting the LEED Silver standard in all facilities and buildings with over 5,000 gross square feet of occupied space. Also, be sure to include percent for art and percent for design as appropriate):

Spending Plan and Budget	2003	2004	2005	2006	2007	2008	Total
Spending Plan	\$475						\$475
Current Year Appropriation							
Future Appropriations							

Key Assumptions:

The total available Levy funding for Yesler Community Center is set at \$6.6 million, with that figure guiding and limiting design of the Center.

Funding source (Identify funding sources including revenue generated from the project and the expected level of funding from each source):

Funding Source	2003	2004	2005	2006	2007	2008	Total
Seattle Housing Authority reimbursement	\$475						\$475
TOTAL	\$475						\$475

Bond Financing Required (If the project or program requires financing, please list type of financing, amount, interest rate, term and annual debt service or payment amount. Please include issuance costs of 3% in listed amount): **Not applicable.**



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

Uses and Sources for Operation and Maintenance Costs for the Project (Estimate cost of one-time startup, operating and maintaining the project over a six year period and identify each fund source available. Estimate the annual savings of implementing the LEED Silver standard. Identify key assumptions such as staffing required, assumed utility usage and rates and other potential drivers of the facility's cost):

O&M	2003	2004	2005	2006	2007	2008	Total
Uses							
Start Up							
On-going			\$113	\$116	\$119	\$123	\$471
Sources (itemize)	See "Key Assumptions" below.						

Key Assumptions:

The amounts shown above are those estimated for the completed Yesler Community Center at the time of the passage of the 1999 Seattle Center/Community Centers Levy for operation of the new, larger community center, and have been included in subsequent Capital Improvement Programs adopted by the City. Funding sources will need to be identified for O&M as the facility comes on line. Possible options include General Fund support, other voter-approved financial measures legally allowable, or selective reduction in community center hours throughout the City. DPR has also identified annual preventative maintenance costs of \$50,000, which will likely be supported by the General Fund.

Periodic Major Maintenance costs for the project (Estimate capital cost of performing periodic maintenance over life of facility. Please identify major work items, frequency):
 Not applicable.

Major Maintenance Item	Frequency	Cost	Likely Funding Source
TOTAL			

Funding sources for replacement of project (Identify possible and/or recommended method of financing the project replacement costs):

Not applicable.

Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE Impact: Not applicable.

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Position Title*	Part-Time/ Full Time	2003 Positions	2003 FTE	2004 Positions**	2004 FTE**
TOTAL					

- **Fund Name and Number:** _____
- **Department:** _____

* List each position separately

** 2004 positions and FTE are total 2004 position changes resulting from this legislation, not incremental changes from 2003.

- **Do positions sunset in the future?** (If yes, identify sunset date):
Not applicable.

- **What is the financial cost of not implementing the legislation:**
If the proposed legislation is not implemented, the City of Seattle and the Seattle Housing Authority will need to undergo more cumbersome, expensive, and time-consuming processes to build the new Yester Community Center. These processes would involve siting difficulties and expensive land acquisition costs.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives:**
No other alternatives exist that would meet the needs, schedule, and budget constraints of the project.

- **Is the legislation subject to public hearing requirements:**
No. However, DPR has led an extensive public process, leading up to the site selection, which included addressing the impact on low-income housing. The Parks Board approved the selected site in 2001.

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

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City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

May 19, 2003

Honorable Peter Steinbrueck
President
Seattle City Council
Municipal Building, 11th Floor

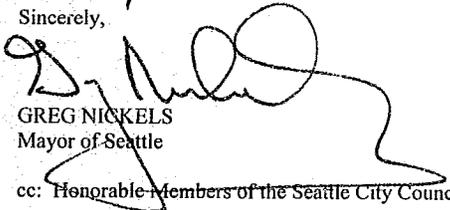
Dear Council President Steinbrueck:

The attached ordinance authorizes; 1) the acquisition of property owned by the Seattle Housing Authority as the site for the development of a new Yesler Community Center for a purchase price not to exceed \$1.00, 2) the Superintendent of Parks and Recreation to accept a special warranty deed conveying the property to the City, 3) an Interagency Agreement with the Seattle Housing Authority addressing the anticipated development of the property, and 4) a reimbursable appropriation of up to \$475,000 of funds from the Seattle Housing Authority to the 1999 Seattle Center/Community Centers Levy Fund to pay costs related to the design of such development.

In the spring of 2001, a study involving Yesler Terrace community residents and residents of nearby neighborhoods was undertaken to select a preferred location for the new Yesler Community Center. The site preferred by residents of Yesler Terrace and nearby neighborhoods is property owned by the Seattle Housing Authority. The Board of Parks Commissioners reviewed and endorsed the proposed site in September 2001. The Board of Commissioners of the Seattle Housing Authority adopted Resolution Number 4681 on December 20, 2002, authorizing the Seattle Housing Authority to sell the land needed for the Yesler Community Center to the City of Seattle for less than fair market value.

Thank you for your consideration of this legislation. Should you have questions regarding the property acquisition, please contact Terry Dunning at 684-4860. Questions regarding the development of Yesler Community Center should be directed to Toby Ressler at 615-1482.

Sincerely,



GREG NICKELS
Mayor of Seattle

cc: ~~Honorable Members of the Seattle City Council~~

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STATE OF WASHINGTON - KING COUNTY

--SS.

160752
City of Seattle, Clerk's Office

No. ONLY PUBLICATION

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

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

CTOT:121184-121188 TITLE

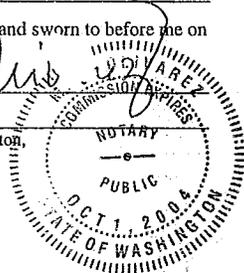
was published on

7/9/2003

7/9/2003

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication



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State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on June 16, 2003, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 694-6344.

ORDINANCE NO. 121184

AN ORDINANCE relating to the West Point Light Station; authorizing submission of an Application to Obtain Historic Light Station Property to the United States Department of Interior for the West Point Light Station site located at the westerly tip of Discovery Park, in accordance with the National Historic Lighthouse Preservation Act of 2000; authorizing the acquisition of the West Point Light Station site subject to the terms and conditions of the Application to Obtain Historic Light Station Property; authorizing negotiation and acceptance of a quitclaim deed for the West Point Light Station site from the United States General Services Administration for park, recreational, educational, and cultural purposes; and authorizing payment of administrative and closing costs.

ORDINANCE NO. 121185

AN ORDINANCE transferring jurisdiction of the surplus York, Whittier, and Alki substation properties from Seattle City Light to the Department of Parks and Recreation for open space, park, and recreation purposes; and making an appropriation from the 2000 Parks Levy Fund for costs and expenses related to the transfer, all by a three-fourths vote of the City Council.

ORDINANCE NO. 121187

AN ORDINANCE authorizing sale of the El Rey Apartments, at 2110 Second Avenue, to U.S. Community Psychiatric Clinic for continued use as low-income housing; authorizing the Director of the Office of Housing to sign a contract for sale, deed and related documents, and to accept a note and deed of trust in the amount of the purchase price; authorizing provisions for forgiveness of the note beginning after 50 years of authorized use; repealing Ordinance 114890; and ratifying and confirming prior acts.

ORDINANCE NO. 121188

AN ORDINANCE relating to Seattle Public Utilities; authorizing the acquisition of certain real property for drainage control and salmon enhancement located in the Thurston Creek area at the intersection of NE 98th Street and 20th Avenue NE, Seattle, King County, Washington; and authorizing acceptance of the deed for such property.

ORDINANCE NO. 121189

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the acquisition of a portion of certain property owned by the Seattle Housing Authority; and located westerly of 10th Avenue South and southerly of East Yester Way and rights associated therewith; authorizing the Superintendent of Parks and Recreation to accept a special warranty deed conveying the property described herein; authorizing the Superintendent of Parks and Recreation to execute an Interagency Agreement with the Seattle Housing Authority for the replacement of the Yester Community Center; and making an appropriation of reimbursable funds from the Seattle Housing Authority to the 1999 Seattle Community Centers Fund to pay costs related to the design of the development planned for the property; all by a three-fourths vote of the City Council.

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