

Ordinance No. 122110

Council Bill No. 115570

AN ORDINANCE relating to Seattle Public Utilities; authorizing the conveyance and acceptance of property rights for the reconfiguration of the ownership within the short subdivision agreed to in the Memorandum of Understanding authorized by Ordinance 121546, and authorizing the grant and acceptance of easements.

CF No. _____

Date Introduced:	<u>5-1-06</u>	
Date 1st Referred:	<u>5-1-06</u>	
Date Re - Referred:	To: (committee) <u>Environment, Emerg Mgmt and Utilities</u>	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote: <u>7-0</u>	
Date Presented to Mayor:	Date Approved: <u>5/22/06</u>	
Date Returned to City Clerk:	Date Published: <u>5/22/06</u>	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department
Council Bill/Ordinance sponsored by:

Committee Assigned

5/4/06 passed 20 yrs, 60
5-15-06 Passed 7-0 Excuse

This file is complete and ready for presentation to Full Council

Law Department

Law Dept. Review OMP Review City Clerk Review

LD

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: P. I. Conlin
Councilmember

Committee Action:

 5/4/06 moved 2.0 yrs, Conlin, Clark

 5-15-06 Passed 7.0 (Excused: Lomata, Steinhilber)

This file is complete and ready for presentation to Full Council. Committee: RC 514
(initial/date)

Law Department

Law Dept. Review

OMP Review

City Clerk Review

Electronic Copy Loaded

Indexed

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Environment
and Utilities

T.O.
F.T.

ORDINANCE 122110

1
2 AN ORDINANCE relating to Seattle Public Utilities; authorizing the conveyance and acceptance
3 of property rights for the reconfiguration of the ownership within the short subdivision
4 agreed to in the Memorandum of Understanding authorized by Ordinance 121546, and
5 authorizing the grant and acceptance of easements.

6 WHEREAS, the City and Simon Property Group, L.P. ("Simon") have entered into a Northgate
7 Mall Development Agreement ("Development Agreement") pursuant to RCW
8 36.70B.170 *et seq.* and Ordinance 121358, related, in general, to the development of the
9 Northgate Mall area, and specifically, to the development of certain real property known
10 as the Northgate South Lot; and

11 WHEREAS, the portion of the Northgate South Lot under consideration is currently defined by
12 two land parcels - Parcel A of approximately 5.9 acres on the West and Parcel B of
13 approximately 2.7 acres on the East; and

14 WHEREAS, the City has purchased Parcel B per Ordinance 114939 to construct the Thornton
15 Creek Water Quality Channel Project for the purposes of water quality improvement and
16 public open space; and

17 WHEREAS, Parcel A of the Northgate South Lot is currently owned by the Northgate Mall
18 Partnership which entity is an affiliate of Simon; and

19 WHEREAS, Lorig Associates, LLC ("Lorig") and Stellar Lone Star, LLC ("Lorig/Stellar") have
20 entered into a Purchase and Sale Agreement with Northgate Mall Partnership pursuant to
21 which Lorig/Stellar have the option to acquire Parcel A for commercial and residential
22 development; and

23 WHEREAS, Lorig/Stellar have assigned their right to acquire Parcel A pursuant to such purchase
24 and sale agreement to Northgate South Commons, LLC; and

25 WHEREAS, Resolution 30642 requests that the City engage in planning with Lorig to coordinate
26 site design for the Northgate South Lot to enhance Thornton Creek, open space and
27 pedestrian connections; and

28 WHEREAS, the reconfiguration of Parcel A and Parcel B is necessary to develop the Thornton
Creek Water Quality Channel Project which requires accessing drainage flows from 3rd
Avenue NE and NE 100th Street; and



NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

1 WHEREAS, the City of Seattle and Lorig have agreed in principal through the Memorandum of
2 Understanding authorized by Ordinance 121546 to reconfigure the property boundaries
3 into three lots by short subdivision, one of which lots (Parcel Y) is intended to be owned
4 by the City for development of the Thornton Creek Water Quality Channel Project with
5 the remaining two lots (Parcel X and Parcel Z) to be owned by Northgate South
6 Commons, LLC and/or its assignee and developed for residential and/or commercial
7 purposes; and

8 WHEREAS, as required by section 4 of the Memorandum of Agreement authorized by
9 Ordinance 121546, the City and Lorig have come to agreement on the conditions
10 precedent to recording the short subdivision, including grade elevations, the approximate
11 location of easements, pedestrian connections and a schedule for timely development of
12 the Parcels; and

13 WHEREAS, the Department of Planning and Development has approved the short subdivision
14 under Master Use Permit #2503971 but has not yet recorded it; and

15 WHEREAS, Northgate South Commons, LLC has entered into a Purchase and Sale Agreement
16 with ERA CARE, Inc., pursuant to which ERA CARE, Inc. has the option to acquire
17 Parcel Z of the short subdivision if Northgate South Commons, LLC obtains certain
18 development approvals for such parcel; and

19 WHEREAS, ERA CARE, Inc. has assigned its right to acquire Parcel Z pursuant to such
20 purchase and sale agreement to J.I.A. INVESTMENTS, LLC;

21 NOW, THEREFORE,

22 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

23 Section 1. Effective on the date that the deed from Northgate Mall Partnership to the City
24 of that portion of Parcel Y of Short Subdivision # 2503971 located within current Parcel A of Lot
25 Boundary Adjustment No. 2305066 is recorded with King County, the Director of Public
26 Utilities, or his designee, is hereby authorized to execute, for and on behalf of the City, two
27 limited warranty deeds conveying the City interest in Parcel X of Short Subdivision #2503971
28 (Attachment 1 hereto) to Northgate South Commons, LLC and in Parcel Z of said short



NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Teri Hallauer/th
Northgate Thornton Creek Short Subdivision
April 20, 2006
version #2

1 subdivision to J.I.A. INVESTMENTS, LLC, a Washington limited liability company,
2 substantially as shown on Attachments 2 and 3 hereto.

3 Section 2. The Director of Public Utilities, or his designee, is authorized to accept and
4 record the deed (Attachment 4) for that portion of Parcel Y located within Parcel A of City of
5 Seattle Lot Boundary Adjustment No. 2305066 on behalf of the City of Seattle for drainage and
6 water quality purposes, and the property shall be placed under the jurisdiction of Seattle Public
7 Utilities. The legal description of the property to be accepted is described as follows:
8

9 That portion of Parcel A of City of Seattle Lot Boundary Adjustment No. 2305066
10 recorded under Recording No. 20041223900007, Records of King County,
11 Washington lying within the following described parcel known as Parcel Y of
12 Short Subdivision 2503971:

13 Commencing at the Southeast corner of Parcel B of City of Seattle Lot Boundary
14 Adjustment No. 2305066, thence North 88°17'29" West 195.41 feet along the
15 south line thereof to the True Point of Beginning;
16 Thence North 00°07'38" West 86.14 feet;
17 Thence North 29°22'35" East 189.98 feet;
18 Thence North 89°57'05" East 105.24 feet to the east line of said Parcel B;
19 Thence North 00°38'56" East 20.47 feet along said east line to an angle point
20 therein;
21 Thence North 89°21'04" West 4.50 feet along said east line to an angle point
22 therein;
23 Thence North 00°38'56" East 298.66 feet along said east line to the beginning of a
24 curve concave southwesterly having a radius of 23.00 feet;
25 Thence northerly, northwesterly and westerly 35.70 feet along said curve and the
26 easterly line of said Parcel B through a central angel of 88°55'47" to the north line
27 of said Parcel B;
28 Thence North 88°16'51" West 89.16 feet along said north line;
Thence South 00°35'07" West 188.52 feet;
Thence South 35°20'21" West 304.15 feet;
Thence South 62°33'05" West 60.95 feet;
Thence North 89°22'50" West 288.78 feet to the west line of said Parcel A;
Thence South 00°37'10" West 122.27 feet to the south line of said Parcel A;
Thence South 88°17'29" East 436.29 feet along the south lines of said Parcels A
and B to the True Point of Beginning.



NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

1 The parcel described above contains 60,885 square feet, more or less.
2 Subject to easements, covenants and restrictions of record.
3 Situate in the City of Seattle, King County, Washington.

4 Section 3. At such time after the recording of Short Subdivision #2503971 and upon
5 such terms as are agreed to by the parties thereto, the Director of Public Utilities, or his designee,
6 is authorized on behalf of the City of Seattle to execute the grant of permanent easements to
7 Northgate South Commons LLC and J.I.A. INVESTMENTS, LLC, and to accept reciprocal
8 easements approximately as shown in Attachment 5.
9

10 Section 4. Any act consistent with the authority of this ordinance taken after the passage
11 of this ordinance is hereby ratified and confirmed.

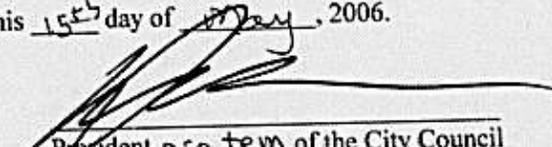
12 Section 5. This ordinance shall take effect and be in force thirty (30) days from and after
13 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days
14 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.
15
16
17
18
19
20
21
22
23
24
25
26
27
28



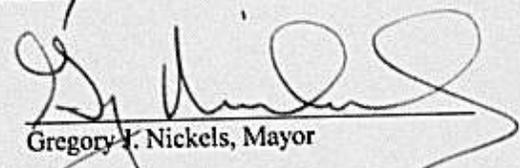
NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Teri Hallauer/th
Northgate Thornton Creek Short Subdivision
April 20, 2006
version #2

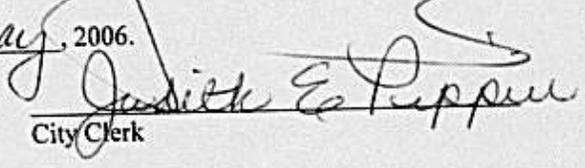
1 Passed by the City Council the 15th day of May, 2006, and signed by me in open
2 session in authentication of its passage this 15th day of May, 2006.

3
4 
President pro tem of the City Council

5 Approved by me this 20th day of May, 2006.

6
7 
8 Gregory J. Nickels, Mayor

9
10 Filed by me this 22nd day of May, 2006.

11 
City Clerk

12 (Seal)

13
14
15
16
17 Attachment 1: Short Subdivision #2503971

18 Attachment 2: Limited Warranty Deed to Northgate South Commons LLC

19 Attachment 3: Limited Warranty Deed to J.I.A. Investments LLC

20 Attachment 4: Statutory Warranty Deed to City of Seattle

21 Attachment 5: Diagram & Summary of Easements
22
23
24
25
26





City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

April 20, 2006

Honorable Nick Licata
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Licata:

I am pleased to transmit the attached proposed Council Bill that authorizes the conveyance and acceptance of revised property rights for a City-owned property in conformance with the short subdivision approved by DPD (No. 2503971). The short subdivision reconfigured the Northgate South Lot from two lots to three and facilitates the enhancement of Thornton Creek as part of the Thornton Creek Water Quality Channel Project. This legislation acts as a further step in the development of the Northgate Mall area by authorizing the change in property ownerships.

Ordinance 114939 authorized the City of Seattle to purchase a portion of the property (Parcel B) at 5th Avenue N.E. and N.E. 100th Street on December 29, 2004. The newly configured Parcel B is shown as Parcel Y of the short subdivision. Parcels B and Y are comparable in size, but their shapes are different to allow for water quality improvements, pedestrian amenities, and a public open space.

Thank you for your consideration of this legislation. Should you have questions, please contact Audrey Hansen, Manager of Real Property Services at SPU, at 684-5877.

Sincerely,

GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

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

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

An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.



NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

City of Seattle
Department of Finance

Dwight Dively, Director
Gregory J. Nickels, Mayor



MEMORANDUM

Date: April 22, 2006
To: Mayor Nickels via John Franklin or Sung Yang
From: Dwight Dively, Director
Subject: Legislation for Transmittal to Council

We have attached the following legislation from Seattle Public Utilities for your consideration.

AN ORDINANCE relating to Seattle Public Utilities; authorizing the conveyance and acceptance of property rights for the reconfiguration of the ownership within the short subdivision agreed to in the Memorandum of Understanding authorized by Ordinance 121546, and authorizing the grant and acceptance of easements.

The Department of Finance (Bob Hennessey) and the City Attorney's Office (Judy Barbour) have reviewed the legislation and recommend the following:

- Finance recommends that this legislation be forwarded on to Council for consideration. No additional review is necessary.
- Finance recommends Mayor's Office support of this legislation. However, the legislation deals with substantive issues that the Mayor's Office should be aware of.
- Finance and/or Law have concerns about this legislation as it could have significant implications. Substantive review by the Mayor's Office is necessary.

Please call Bob Hennessey at 615-0740 for answers to questions you may have, or to discuss this matter in more detail. Thank you.

Additional Comments/Information:

None





SHORT SUBDIVISION NO. 2503971

NORTHGATE MALL PARTNERSHIP
ATTN: CHARLES SCHWENK
310 N. WADEMAN STREET
CITY OF SEATTLE
KING COUNTY, WASHINGTON

CONTACT PERSON:
NAME: MICHAEL LOO #101010000
ADDRESS: 3000 1ST AVE. SUITE 400
CITY, STATE, ZIP: SEATTLE, WA 98101
PHONE: (206) 778-7887
FAX: (206) 778-7887
E-MAIL: mloos@seattle.gov

GENERAL NOTES:
THIS IS A MAY 8 BY CITY OF SEATTLE LOT SUBDIVISION...
SUBJECT TO EASEMENTS, EASEMENTS AND RESTRICTIONS OF RECORD.
SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.

PARCEL 1 DESCRIPTION:
THAT PORTION OF PARCELS 1 AND 2 OF CITY OF SEATTLE LOT SUBDIVISION...
THAT PORTION OF PARCELS 3 AND 4 OF CITY OF SEATTLE LOT SUBDIVISION...
THAT PORTION OF PARCELS 5 AND 6 OF CITY OF SEATTLE LOT SUBDIVISION...

PARCEL 2 DESCRIPTION:
THAT PORTION OF PARCELS 7 OF CITY OF SEATTLE LOT SUBDIVISION...
THAT PORTION OF PARCELS 8 OF CITY OF SEATTLE LOT SUBDIVISION...
THAT PORTION OF PARCELS 9 OF CITY OF SEATTLE LOT SUBDIVISION...

PARCEL 3 DESCRIPTION:
THAT PORTION OF PARCELS 10 AND 11 OF CITY OF SEATTLE LOT SUBDIVISION...
THAT PORTION OF PARCELS 12 AND 13 OF CITY OF SEATTLE LOT SUBDIVISION...
THAT PORTION OF PARCELS 14 AND 15 OF CITY OF SEATTLE LOT SUBDIVISION...

FOR COMPLETE LEGAL DESCRIPTIONS, SEE PAGE 1 OF 2
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT # 2503949911 & 220049221
REFERENCE NUMBERS FOR RELATED PARCELS:

DECLARATION:
We the undersigned owner(s) in the single (and certified) signature(s) of
this land herein described do hereby make a short subdivision thereof
pursuant to RCW 51.10.020 and declare this act to be for the
public benefit of the city and state and that we wish to have
a record made of this act and to be recorded with the
county clerk's office.

WARRANTY:
BY SIGNING THESE PAPERS, I, P. F.
THE SEATTLE, WASHINGTON
BY SIGNING THESE PAPERS, I, P. F.
THE SEATTLE, WASHINGTON

CITY OF SEATTLE:
I CERTIFY THAT I AM AN Elected Officer of the City of Seattle,
and that I am qualified to execute the foregoing and
acknowledge it as the City of Seattle.

CITY OF SEATTLE:
I CERTIFY THAT I AM AN Elected Officer of the City of Seattle,
and that I am qualified to execute the foregoing and
acknowledge it as the City of Seattle.

APPROVAL:
CITY OF SEATTLE
DEPARTMENT OF PLANNING AND DEVELOPMENT
DAVID SUDHANA, DIRECTOR

KING COUNTY DEPARTMENT OF ASSESSMENTS
Examined and approved this ___ day of ____, 2005
Address: _____

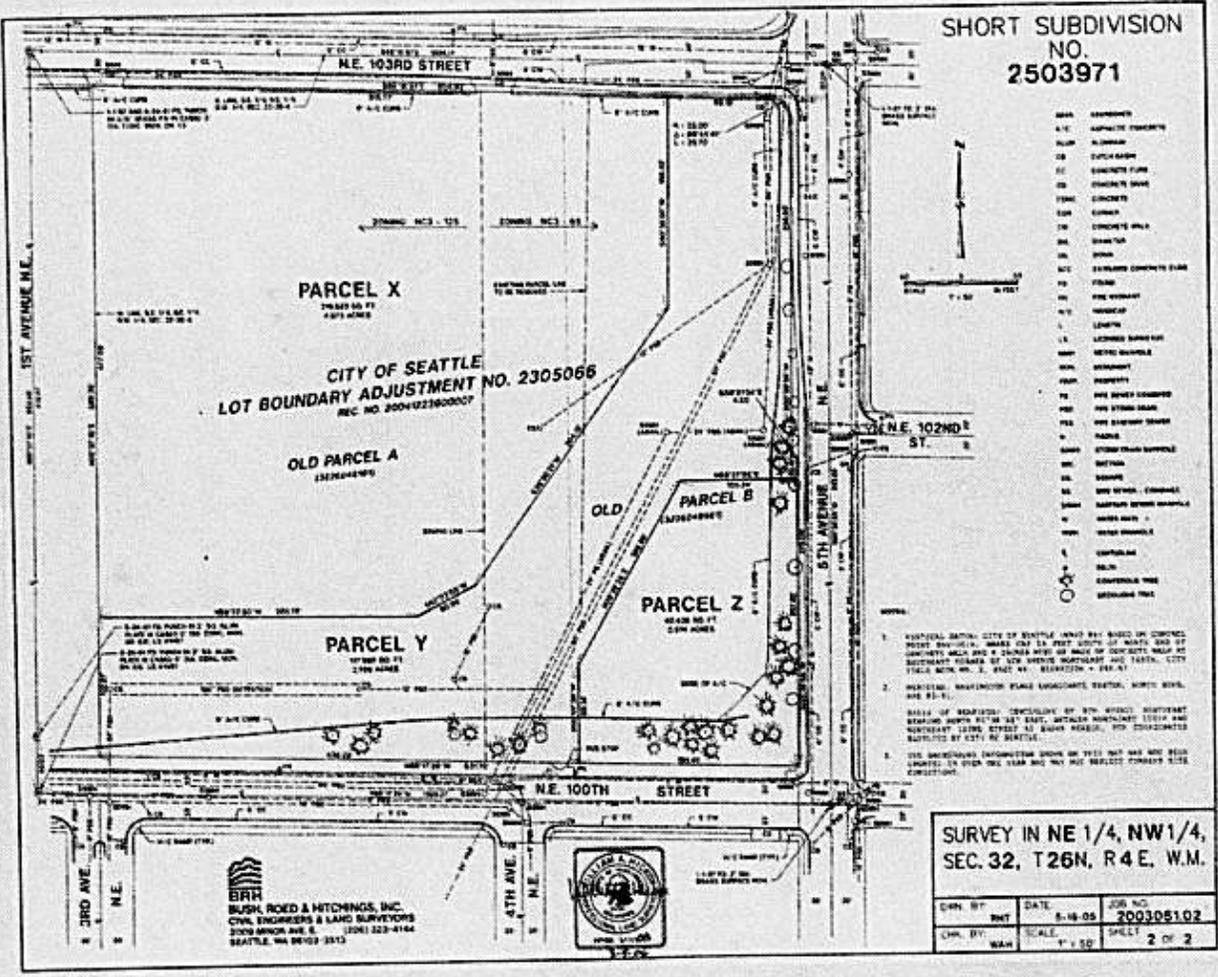
Examined and approved this ___ day of ____, 2005
By: _____ for Director, Land Use Division
These papers are hereby approved by the Director of
the Department of Planning and Development under Chapter
22.24 of the Seattle Municipal Code, as amended, in not to
be construed as satisfaction of any other applicable legislation
or requirements.

REGISTRAR'S CERTIFICATE:
Filed for record this ___ day of ____, 2005 at ___ o'clock
of the ___ day of ___ of the year of
NAME: _____
SUGGESTED FEE: \$_____

SURVEYOR'S CERTIFICATE:
This map correctly represents a survey made by me or
under my direction in compliance with the requirements
of the Surveying Act of the State of Washington.
NORTHGATE MALL PARTNERSHIP
WILLIAM A. HITCHCOCK
Certificate No. 24137

Logos for King County and Surveyors Bureau. BUSH, ROED & HITCHCOCK, INC. CIVIL ENGINEERS & LAND SURVEYORS. 2008 MINOR AVE. SEATTLE, WA 98102-3313

SURVEY IN NE 1/4, NW 1/4, SEC. 32, T26N, R4E, W.M.
DRAWN BY: RHT
DATE: 5-16-05
JOB NO: 200306102
SCALE: NONE
SHEET: 1 OF 2



Attachment 2

Recording Requested By And
When Recorded Mail To:

Northgate South Commons, LLC
2025 First Avenue, Suite 420
Seattle, WA 98121

Reference #s of Document Released:	NA
Grantor:	City of Seattle
Grantee:	Northgate South Commons, LLC
Legal Description (abbreviated):	Pt. of Lot X, Short Subdivision 2503971
Assessor's Tax Parcel ID#	Pts. of 322604-9561 & 322604-9181

LIMITED WARRANTY DEED

THE CITY OF SEATTLE, a Washington municipal corporation ("Grantor"), for and in consideration of ten and 00/100 Dollars (\$10.00) to it paid by NORTHGATE SOUTH COMMONS, LLC, a Washington limited liability company ("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

Page 1 of 4

Attachment 2: Limited Warranty Deed to
Northgate South Commons LLC



NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Attachment 2

Exhibit A
Legal Description

That portion of Parcel B of City of Seattle Lot Boundary Adjustment No. 2305066 recorded under Recording No. 20041223900007, Records of King County, Washington lying within the following described parcel known as Parcel X of Short Subdivision 2503971:

Commencing at the Southeast corner of Parcel B of City of Seattle Lot Boundary Adjustment No. 2305066, thence North 88°17'29" West 195.41 feet along the south line thereof;
Thence North 00°07'38" West 86.14 feet;
Thence North 29°22'35" East 189.98 feet;
Thence North 89°57'05" East 105.24 feet to the east line of said Parcel B;
Thence North 00°38'56" East 20.47 feet along said east line to an angle point therein;
Thence North 89°21'04" West 4.50 feet along said east line to an angle point therein;
Thence North 00°38'56" East 298.66 feet along said east line to the beginning of a curve concave southwesterly having a radius of 23.00 feet;
Thence northerly, northwesterly and westerly 35.70 feet along said curve and the easterly line of said Parcel B through a central angle of 88°55'47" to the north line of said Parcel B;
Thence North 88°16'51" West 89.16 feet along said north line to the True Point of Beginning;
Thence South 00°35'07" West 188.52 feet;
Thence South 35°20'21" West 304.15 feet;
Thence South 62°33'05" West 60.95 feet;
Thence North 89°22'50" West 288.78 feet to the west line of said Parcel A;
Thence North 00°37'10" West 477.09 feet along said west line to the north line of said Parcel A;
Thence South 88°16'51" East 515.77 feet along the north lines of said Parcels A and B to the True Point of Beginning.

The parcel described above contains 17,377 square feet , more or less.
Subject to easements, covenants and restrictions of record.
Situate in the City of Seattle, King County, Washington.



Attachment 2

Exhibit B
Permitted Exceptions

1. Storm Water Discharge Reciprocal and Non-Reciprocal Easement Agreement and the terms and conditions thereof:
Between: Northgate Mall Partnership, a Delaware general partnership
And: King County, a political subdivision
Recorded: April 10, 2002
Recording No.: 20020410002149

2. Northgate Mall Development Agreement
Between: Northgate Mall Partnership/Simon Property Group Inc.
And: The City of Seattle
Recorded: August 11, 2004
Recording No.: 20040811001009

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.



Attachment 3

Recording Requested By And
When Recorded Mail To:

J.I.A. INVESTMENTS, LLC
% James D. Clack
Dorsey & Whitney LLP
1420 Fifth Avenue #3400
Seattle, WA 98101-4010

Reference #s of Document Released:
Grantor:
Grantee:
Legal Description (abbreviated):
Assessor's Tax Parcel ID#

NA
City of Seattle
J.I.A. INVESTMENTS, LLC
Lot Z, Short Subdivision 2503971
Pt. of 322604-9561-00

LIMITED WARRANTY DEED

THE CITY OF SEATTLE, a Washington municipal corporation ("Grantor"), for and in consideration of ten and 00/100 Dollars (\$10.00) to it paid by J.I.A. INVESTMENTS, LLC, a Washington limited liability company ("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

Page 1 of 4

Attachment 3: Limited Warranty deed
to J.I.A. Investments LLC



NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Attachment 3

Exhibit A
Legal Description

That portion of Parcel B of City of Seattle Lot Boundary Adjustment No. 2305066 recorded under Recording No. 20041223900007, Records of King County, Washington lying within the following described parcel known as Parcel Z of Short Subdivision 2503971:

Beginning at the Southeast corner of said Parcel B of City of Seattle Lot Boundary Adjustment No. 2305066, thence North 88°17'29" West 195.41 feet along the south line thereof;
Thence North 00°07'38" West 86.14 feet;
Thence North 29°22'35" East 189.98 feet;
Thence North 89°57'05" East 105.24 feet to the east line of said Parcel B;
Thence South 00°38'56" West 257.62 feet along said east line to the Point of Beginning

The parcel described above contains 42,436 square feet (0.974 acres), more or less.

Subject to easements, covenants and restrictions of record.
Situate in the City of Seattle, King County, Washington.



Attachment 3

Exhibit B
Permitted Exceptions

1. Storm Water Discharge Reciprocal and Non-Reciprocal Easement Agreement and the terms and conditions thereof:
Between: Northgate Mall Partnership, a Delaware general partnership
And: King County, a political subdivision
Recorded: April 10, 2002
Recording No.: 20020410002149

2. Northgate Mall Development Agreement
Between: Northgate Mall Partnership/Simon Property Group Inc.
And: The City of Seattle
Recorded: August 11, 2004
Recording No.: 20040811001009

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.



Attachment 4

Recording Requested By And
When Recorded Mail To:

City of Seattle
Seattle Public Utilities
Real Estate Services
P.O. Box 34018
Seattle, WA 98124-4018

Reference #s of Document Released:
Grantor:
Grantee:
Legal Description (abbreviated):
Assessor's Tax Parcel ID#

NA
Northgate Mall Partnership
City of Seattle
Pt. of Lot Y, Short Subdivision 2503971
Pts. of 322604-9561 & 322604-9181

STATUTORY WARRANTY DEED

THE GRANTOR, NORTHGATE MALL PARTNERSHIP, a Delaware General Partnership, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, conveys and warrants to THE CITY OF SEATTLE, a Washington municipal corporation, the real property situated in King County, Washington, which is more particularly described on attached Exhibit A, subject to the exceptions set forth on attached Exhibit B.

DATED this ____ day of _____, 2006.

GRANTOR:

NORTHGATE MALL PARTNERSHIP, a general partnership

By: SIMON PROPERTY GROUP, L.P., a Delaware limited partnership

By: SIMON PROPERTY GROUP, INC. a Delaware corporation, Managing General Partner

By: _____

Its: _____



NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Attachment 4

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as a _____ of Simon Property Group, Inc, a Delaware corporation which is the Managing General Partner of Simon Property Group, L.P., a Delaware limited partnership, which is the General Partner of NORTHGATE MALL PARTNERSHIP, the general partnership that executed the within and foregoing instrument, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 2006.

(Signature)

(Print Name)

Notary Public, in and for the State
of _____, residing at _____
My Commission Expires _____

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.



Attachment 4

Exhibit A
Legal Description

That portion of Parcel A of City of Seattle Lot Boundary Adjustment No. 2305066 recorded under Recording No. 20041223900007, Records of King County, Washington lying within the following described parcel known as Parcel Y of Short Subdivision 2503971:

Commencing at the Southeast corner of said Parcel B of City of Seattle Lot Boundary Adjustment No. 2305066, thence North 88°17'29" West 195.41 feet along the south line thereof to the True Point of Beginning;
Thence North 00°07'38" West 86.14 feet;
Thence North 29°22'35" East 189.98 feet;
Thence North 89°57'05" East 105.24 feet to the east line of said Parcel B;
Thence North 00°38'56" East 20.47 feet along said east line to an angle point therein;
Thence North 89°21'04" West 4.50 feet along said east line to an angle point therein;
Thence North 00°38'56" East 298.66 feet along said east line to the beginning of a curve concave southwesterly having a radius of 23.00 feet;
Thence northerly, northwesterly and westerly 35.70 feet along said curve and the easterly line of said Parcel B through a central angle of 88°55'47" to the north line of said Parcel B;
Thence North 88°16'51" West 89.16 feet along said north line;
Thence South 00°35'07" West 188.52 feet;
Thence South 35°20'21" West 304.15 feet;
Thence South 62°33'05" West 60.95 feet;
Thence North 89°22'50" West 288.78 feet to the west line of said Parcel A;
Thence South 00°37'10" West 122.27 feet to the south line of said Parcel A;
Thence South 88°17'29" East 436.29 feet along the south lines of said Parcels A and B to the True Point of Beginning.

The parcel described above contains 60,885 square feet, more or less.
Subject to easements, covenants and restrictions of record.
Situate in the City of Seattle, King County, Washington.



Attachment 4

Exhibit B
Permitted Exceptions

1. Storm Water Discharge Reciprocal and Non-Reciprocal Easement Agreement and the terms and conditions thereof:
Between: Northgate Mall Partnership, a Delaware general partnership
And: King County, a political subdivision
Recorded: April 10, 2002
Recording No.: 20020410002149

2. Agreement and the terms and conditions therein:
Between: Northgate Centers, Inc.
And: City of Seattle
Recorded: August 20, 1975
Recording No.: 7510070553

3. Northgate Mall Development Agreement
Between: Northgate Mall Partnership/Simon Property Group Inc.
And: The City of Seattle
Recorded: August 11, 2004
Recording No.: 20040811001009

4. Declaration of Restrictive Use Covenants
Recorded: _____
Recording No.: _____

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.



ATTACHMENT 5: DIAGRAM AND SUMMARY OF EASEMENTS

Summary of Potential Use and Occupancy of Easements

- A. Parcel X to Parcel Y: Loria Grants to City (SPU)**
1. Ingress and egress access for emergency and maintenance staff and vehicles, and for the ingress and egress of the public during the public access hours for the SPU site.
- B. Parcel Y to Parcel X: City (SPU) grants to Loria's Parcel X (North parcel)**
1. Ingress and egress pedestrian access for residential units limited to 12 access points (44 inches wide each) from Parcel X boundary to SPU pathway.
 2. Drainage pipe corridor from SE corner of Parcel X to SPU water quality channel.
 3. Drainage pipe corridor from NE corner of Parcel X to SPU manhole at the corner of 5th NE and NE 103rd Street. As part of this connection two manholes will also be located on Parcel Y.
- C. Parcel Y to Parcel Z: City (SPU) grants to Loria's Parcel Z (Southeast parcel)**
1. Ingress and egress pedestrian access to residential units limited to 2 access points (60 inches wide each) from parcel boundary to SPU path edge. The more northern access path includes a short retaining wall 18-24" maximum height.
 2. Easement for retaining wall and slope in the SW corner of Parcel Z.
 3. A minimum 20 feet wide strip for drainage pipe and connection to the 60 inch pipe at the diversion structure.

■ EASEMENT AREAS
 ▨ DESIGNATED USABLE OPEN SPACE

NOTE: EASEMENT AREAS ARE DIAGRAMMATIC.

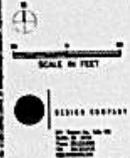
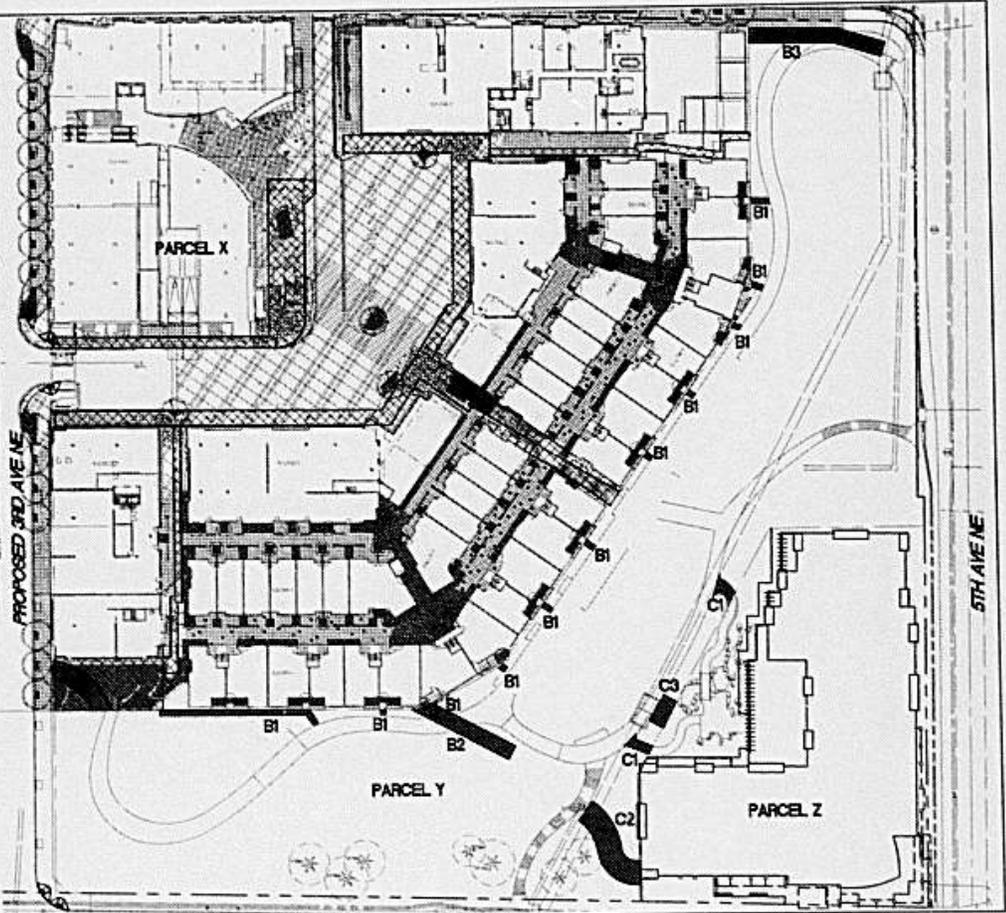


FIGURE 2
 TCWOC EASEMENT DIAGRAM
 DATE: 01/10/2018
 TIME: 10:00:00 AM



FISCAL NOTE FOR CAPITAL PROJECTS ONLY

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Seattle Public Utilities SMT 4900	Thomas A. Fawthrop 206-233-7265	Bob Hennessey 206-615-0740

Legislation Title: AN ORDINANCE relating to Seattle Public Utilities; authorizing the conveyance and acceptance of property rights for the reconfiguration of the ownership within the short subdivision agreed to in the Memorandum of Understanding authorized by Ordinance 121546, and authorizing the grant and acceptance of easements.

Summary and background of the Legislation:

This ordinance authorizes the conveyance and acceptance of property rights for City property known as the Northgate South Lot, purchased on December 29, 2004 under City Ordinance 114393. The City's property is being reconfigured by short subdivision to facilitate development of the Thornton Creek Water Quality Channel Project. The specific elements of the subdivision have been developed in conjunction with adjacent property owners as part of the Thornton Creek Water Quality Channel Project and development of the Northgate Mall area. This legislation also authorizes the grant and acceptance of easements, and is a direct outgrowth of Resolution 30642, which directed SPU to coordinate site planning with Lorig Associates (Lorig), which has an option to purchase the adjacent 5.9 acres to build a mixed-use development.

- Please check any of the following that apply:

 This legislation creates, funds, or anticipates a new CIP Project. (Please note whether the current CIP is being amended through this ordinance, or provide the Ordinance or Council Bill number of the separate legislation that has amended/is amending the CIP.)

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

Although property interests will change hands, no financial compensation is required by any of the parties involved in the transaction. This is because there is no net change in the amount of property owned by each property owner, and each will have equivalent property rights at the end of the transaction.



NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

- **What is the financial cost of not implementing the legislation:**

Legislation is required for realignment of the property so that all abutting property owners can conform to their development proposals. Failure to act on this ordinance would make development of the water quality channel more challenging and potentially impossible.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives:**

The property adjustments are necessary to accommodate the project design. There are no alternatives that could achieve the same objective.

- **Is the legislation subject to public hearing requirements:**

No

- **Other Issues:**

None

Please list attachments to the fiscal note below:

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.



STATE OF WASHINGTON - KING COUNTY

--SS.

198711
CITY OF SEATTLE, CLERKS OFFICE

No. TITLE ONLY

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:122106-07,110-12,14,

was published on

05/25/06

The amount of the fee charged for the foregoing publication is the sum of \$ 144.90, which amount has been paid in full.

[Handwritten signature]

Subscribed and sworn to before me on

05/25/06

[Handwritten signature]

Notary public for the State of Washington,
residing in Seattle



NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on May 15, 2006 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 954-9344.

ORDINANCE NO. 122119

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

ORDINANCE NO. 122118

AN ORDINANCE conditionally authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289 to be effective through December 31, 2007, and providing payment therefor.

ORDINANCE NO. 122112

AN ORDINANCE relating to Municipal Court operations, increasing and decreasing appropriations in the 2006 budget, establishing salary levels for Seattle Municipal Court Judges serving in elected positions equivalent to ninety-five percent of district court judicial salaries, and creating a Trial Court Improvement Account, all by a three-fourths vote of the City Council.

ORDINANCE NO. 122111

AN ORDINANCE relating to 3rd Avenue NE street dedication, providing for the laying off, opening, widening, and establishing of 3rd Avenue NE, authorizing acquisition of certain real property and property rights necessary therefore, and accepting and assigning a transfer of jurisdiction of portions thereof, and designating 3rd Avenue NE as a Minor Arterial.

ORDINANCE NO. 122110

AN ORDINANCE relating to Seattle Public Utilities, authorizing the conveyance and acceptance of property rights for the reconfiguration of the ownership with

in the short subdivision agreed to in the Memorandum of Understanding authorized by Ordinance 121846, and authorizing the grant and acceptance of easements

ORDINANCE NO. 122115

AN ORDINANCE relating to City employment, to be known as the First Quarter 2006 Salary Ordinance, designating one position as exempt from Civil Service status, all by a 2/3 vote of the City Council.

ORDINANCE NO. 122114

AN ORDINANCE relating to the 2006 Budget, carrying forward certain unexpended appropriations and funds for both capital and non-capital purposes from the 2005 budget of various departments, all by a three-fourths vote of the City Council.

ORDINANCE NO. 122107

AN ORDINANCE implementing a court order regarding the City Light Department's funding of the City's One-Percent for Art program; appropriating funds to Finance General to reimburse the Light Fund for expenditures on certain public art projects; transferring jurisdiction of certain art projects from the City Light Department to the Office of Arts and Cultural Affairs; and appropriating funds to the Office of Arts and Cultural Affairs to refund certain moneys contributed by the City Light Department to the Municipal Arts Fund, all by a three-fourths vote of the City Council.

ORDINANCE NO. 122106

AN ORDINANCE accepting deeds for street and/or alley purposes establishing, laying off, and widening portions of the following rights-of-way: N.E. 90th Street, N.E. 91st Street, the alley in Block 60, H.W. Treat's 1st Addition to the City of Ballard, Wash.; the alley in Block 15, Nagle's addition to the City of Seattle; 9th Avenue N.E.; the alley in Block 8, Fairview Homestead Addition for the Benefit of Mechanics and Lawyers; the alley in Block 4, Replat of Blocks C & D, Hamblet's Acre Gardens (five parcels); the alley in Block 3, Scenic Park Addition to the City of Seattle; the alley in Longfellow Addition to the City of Seattle; Lindsay Place South, 46th Avenue South, South Charlestown Street, Court Place; the alley in Block 41, West Green Lake Addition to the City of Seattle; the alley in Block 26, Bell and Denny's 2nd Addition to the City of Seattle; the alley in Block 3, Elbert Place Addition to the City of Seattle; the alley in Block 6 Pettit's Addition to the City of Seattle; the alley in Block 9, Plat of Columbia, Dayton Avenue North, North 85th Street; the alley in Block 15, North Park Addition to the City of Seattle; the alley in Block 6, Hillman's Lakefront Addition to the City of Seattle; accepting various easements for sidewalk purposes and placing the real property conveyed by such deeds and easements under the jurisdiction of the Seattle Department of Transportation.

Publication ordered by JUDITH PIPPIN, City Clerk

Date of publication in the Seattle Daily Journal of Commerce, May 25, 2006.
6/25(122111)

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.