

Ordinance No. 124710

Council Bill No. 118320

AN ORDINANCE relating to the Department of Parks and Recreation and the City Light Department; authorizing the acceptance of a donation of real property in the Yesler Terrace neighborhood from the Housing Authority of the City of Seattle for open space, park, and recreation purposes; declaring certain real property rights surplus to the needs of the City Light Department; authorizing the partial release of a City Light easement that affects property in the Yesler Terrace neighborhood, including the property to be donated; reallocating funding from the Acquisition Category Inflation Adjustment to the Opportunity Fund Category of the 2008 Parks and Green Spaces Levy; increasing appropriations to the Department of Parks and Recreation in the 2015 Adopted Budget; amending the 2015-2020 Adopted Capital Improvement Program; all by a three-fourths vote of the City Council.

Related Legislation File:

Date Introduced and Referred: <u>1/26/15</u>	To: (committee): <u>Parks, Seattle Center, Libraries, and Gender Pay Equity</u>
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: <u>2/9/15</u>	Date Presented to Mayor: <u>2/10/15</u>
Date Signed by Mayor: <u>2/20/15</u>	Date Returned to City Clerk: <u>2/20/15</u>
Published by Title Only _____	Date Vetoed by Mayor:
Published in Full Text _____	Date Passed Over Veto:
Date Veto Published:	Date Returned Without Signature:
Date Veto Sustained:	

The City of Seattle – Legislative Department

Council Bill/Ordinance sponsored by: John


Committee Action:

Date	Recommendation	Vote
<u>2-8-15</u>	<u>Pass</u>	<u>JG, BH, TR</u>

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

Full Council Action:

Date	Decision	Vote
<u>2/9/15</u>	<u>Pass</u>	<u>9-0</u>

 Leg. Department

CITY OF SEATTLE
ORDINANCE 124710

COUNCIL BILL 118320

AN ORDINANCE relating to the Department of Parks and Recreation and the City Light Department; authorizing the acceptance of a donation of real property in the Yesler Terrace neighborhood from the Housing Authority of the City of Seattle for open space, park, and recreation purposes; declaring certain real property rights surplus to the needs of the City Light Department; authorizing the partial release of a City Light easement that affects property in the Yesler Terrace neighborhood, including the property to be donated; reallocating funding from the Acquisition Category Inflation Adjustment to the Opportunity Fund Category of the 2008 Parks and Green Spaces Levy; increasing appropriations to the Department of Parks and Recreation in the 2015 Adopted Budget; amending the 2015-2020 Adopted Capital Improvement Program; all by a three-fourths vote of the City Council.

WHEREAS, the Housing Authority of the City of Seattle, a public body corporate and politic (SHA), is redeveloping the Yesler Terrace public housing development; and

WHEREAS, Ordinance 123961(2012) authorized a cooperative agreement (Cooperative Agreement) between the City and SHA for the redevelopment of Yesler Terrace; and

WHEREAS, in the Cooperative Agreement, SHA agreed to transfer to the City, at no cost, but subject to satisfaction of certain conditions, approximately 1.75 acres of land next to the Yesler Terrace Community Center (Donation Property) for a neighborhood park for the Yesler Terrace and First Hill communities; and

WHEREAS, SHA and the City entered into the Yesler Terrace Land Transfer Agreement, a copy of which is attached hereto as Attachment 1, on September 16, 2014 to provide the terms for completion of a lot boundary adjustment between City and SHA property necessary for the dedication of the new South Washington Street alignment (LBA) in the final plat of Yesler Terrace Community, and to outline the conditions precedent to City acceptance of the Donation Property; and

WHEREAS, Ordinance 124545 (2014) authorized the LBA, and SHA and the City subsequently completed the LBA and an exchange of deeds; and

WHEREAS, Ordinance 124595 (2014) approved and confirmed the plat of Yesler Terrace Community and accepted the dedications of streets, including the new South Washington Street alignment; and

1 WHEREAS, in 1998 the First Hill Neighborhood Plan called for the acquisition of additional
2 park sites in the First Hill Hub Urban Village as a result of the projected increase in
population; and

3 WHEREAS, in 2005 the Seattle Department of Parks and Recreation (DPR) developed a First
4 Hill Park Plan that recommended a number of strategies to satisfy park needs in the First
Hill Hub Urban Village, including working with SHA; and

5 WHEREAS, Ordinance 122749 authorized a proposition to Seattle's voters, a Parks and Green
6 Spaces Levy (2008 Parks Levy) to levy for up to six years regular property taxes in
7 excess of the limitation on levies in Chapter 84.55 RCW for the purposes of acquiring,
developing, or restoring parks, recreation facilities, cultural facilities, green spaces,
8 playfields, trails, community gardens, and shoreline areas; and

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

10 WHEREAS, Ordinance 122749 created four major funding categories for levy funds: 1)
11 Acquisition; 2) Development; 3) Environment; and 4) Opportunity Fund; and

12 WHEREAS, Ordinance 122749 established a Parks and Green Spaces Levy Oversight
13 Committee (Oversight Committee) with responsibility to advise and make
14 recommendations to the Superintendent, Mayor, and City Council about 2008 Parks Levy
expenditures, including addition and deletion of projects and reallocation of funding
between categories; and

15 WHEREAS, on July 28, 2014, after public comments and consideration, the Oversight
16 Committee recommended reallocating \$2,600,000 from the Acquisition Category
17 Inflation Adjustment of the 2008 Parks Levy to the Opportunity Fund for the Yesler
Terrace Neighborhood Park Development Project; and

18 WHEREAS, Ordinance 122749 provides that, after considering any recommendations made by
19 the Oversight Committee, the City Council may, by a three-fourths vote, reallocate 2008
20 Parks Levy allocations across categories and subcategories; and

21 WHEREAS, the Donation Property is subject to an easement for overhead electric distribution
22 purposes, originally granted by SHA to The City of Seattle, dated March 10, 1941, the
easement being under the jurisdiction of the City Light Department (SCL); and

23 WHEREAS, all SCL electric distribution facilities will be permanently removed from the
24 Donation Property prior to commencement of work on the Yesler Terrace Neighborhood
25 Park Development Project; and

26 WHEREAS, upon removal of SCL's electric distribution facilities, the SCL easement rights over
27 the Donation Property will be surplus to the utility needs of The City of Seattle; and
28

1 WHEREAS, it is the desire of DPR to take title to the Donation Property free and clear of
2 unnecessary encumbrances; and

3 WHEREAS, the Seattle City Charter requires that all acquisition and disposition of real property
4 rights be authorized and accepted by or under authority of ordinance; NOW,
5 THEREFORE,

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

7
8 Section 1. The Superintendent of Parks and Recreation (Superintendent), or his or her
9 designee, is authorized, on behalf of the City of Seattle, to acquire by donation from the Housing
10 Authority of the City of Seattle (SHA) the following real property legally described below
11 (Property) substantially in accordance with the terms and conditions of the Yesler Terrace Land
12 Transfer Agreement attached hereto as Attachment 1:

13 *Block 1, Yesler Terrace Community, Volume 267 of Plats, Pages 59 to 75, City of Seattle,*
14 *King County, Washington*

16
17 Section 2. The Superintendent, or his or her designee, is authorized to execute such
18 documents as the Superintendent or designee deems necessary or desirable to accomplish the
19 acquisition consistent with this ordinance, and to accept the deed for the Property by attaching to
20 the deed the Superintendent's written acceptance thereof, and recording the same. The Property
21 shall be accepted for open space, park, and recreation purposes, and placed under the jurisdiction
22 of the Seattle Department of Parks and Recreation.

23 Section 3. Pursuant to the provisions of R.C.W. 35.94.040 and after a public hearing,
24 certain easement rights within the Property for overhead electric distribution purposes granted by
25 SHA to the City of Seattle and recorded under King County recording number 3154385, are no
26
27
28

longer needed exclusively for the City of Seattle's utility purposes over the Property, and are declared surplus to City needs.

Section 4. The General Manager and Chief Executive Officer of the City Light Department, or his designee, is authorized to execute a Partial Release of Easement document, in substantially the form as attached hereto as Attachment 2, and to record it with the King County Recorder's Office.

Section 5. The recommendation of the 2008 Parks and Green Spaces Levy Oversight Committee to reallocate \$2,600,000 from the Acquisition Category Inflation Adjustment of the 2008 Parks and Green Spaces Levy (2008 Parks Levy) to the Opportunity Fund of the 2008 Parks Levy for the Yesler Terrace Neighborhood Park Development Project is adopted.

Section 6. In order to pay for necessary capital costs and expenses incurred, or to be incurred, but for which insufficient appropriations were made due to causes that could not reasonably have been foreseen at the time the 2015 budget was adopted, the appropriation for the following item in the 2015 Adopted Budget is increased from the funds shown, as follows:

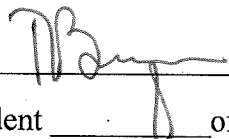
Fund	Department	Budget Control Level	Amount
2008 Parks Levy Fund (33860)	Parks and Recreation	2008 Parks Levy Opportunity Fund (K720041)	\$2,600,000

Section 7. The 2015-2020 Adopted Capital Improvement Program is hereby amended to include the following new project and allocation as described in Attachment 3 of this ordinance:

Department	Project Name	Project ID	Amount
Parks and Recreation	Yesler Terrace Neighborhood Park Development	K730203	\$2,600,000


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

Passed by a 3/4 vote of all the members of the City Council the 9th day of Feb., 2015, and signed by me in open session in authentication of its passage this 9th day of February, 2015.



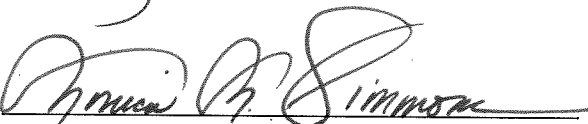
President _____ of the City Council

Approved by me this 20th day of February, 2015.



Edward B. Murray, Mayor

Filed by me this 20th day of February, 2015.



Monica Martinez Simmons, City Clerk

(Seal)

Attachment 1: Yesler Terrace Land Transfer Agreement

Attachment 2: Partial Release of Easement

Attachment 3: Yesler Terrace Neighborhood Park Development

YESLER TERRACE LAND TRANSFER AGREEMENT

This **Yesler Terrace Land Transfer Agreement** ("Agreement") is made by and between the **Housing Authority of the City of Seattle**, a public body corporate and politic under the laws of the State of Washington ("SHA"), and **The City of Seattle**, a Washington municipal corporation ("City") as of the 16th day of September, 2014, the date this Agreement has been executed and acknowledged by both parties.

RECITALS

- A. SHA is redeveloping the Yesler Terrace public housing development.
- B. In anticipation of the redevelopment of Yesler Terrace, the City Council granted preliminary approval with conditions of SHA's street vacation petition on September 4, 2012 (City of Seattle Clerk File 311389) ("Preliminary Street Vacation Approval") after public hearings on July 17, 2012 and August 8, 2012. The Preliminary Street Vacation Approval provides, among other things, requirements for street dedication by SHA, including a realignment of South Washington Street.
- C. The realigned South Washington Street includes a 2,492 square foot portion of City-owned property, legally described in Exhibit A attached hereto ("City Property"), under the jurisdiction of the Department of Parks and Recreation ("Parks") that is part of the Yesler Terrace Community Center property and currently improved with a play area.
- D. The Preliminary Street Vacation Approval also requires that SHA submit a preliminary plat to the Department of Planning and Development consistent with the Preliminary Street Vacation Approval.
- E. Pursuant to the decision of the Seattle Hearing Examiner in MUP-13-016(SD), the City granted preliminary plat approval for Yesler Terrace, subject to conditions, on August 30, 2013 ("Preliminary Plat Approval").
- F. One of the conditions of the Preliminary Plat Approval is that prior to final plat approval a Lot Boundary Adjustment must be recorded between SHA and the City related to the dedication of the new South Washington Street right-of-way.
- G. Ordinance 118477, which adopted I-42, requires that lands and facilities held for park and recreation purposes not be transferred unless the City holds a public hearing regarding the necessity of the transaction and then enacts an ordinance finding the transaction is necessary because there is no reasonable and practical alternative.
- H. Ordinance 118477 also states that the City shall receive in exchange land or a facility of equivalent or better size, value, location, and usefulness in the vicinity, serving the same community and the same park purpose.

I. To comply with the Preliminary Street Vacation Approval, the Preliminary Plat Approval and Ordinance 118477, SHA prepared and received preliminary approval from the Department of Planning and Development ("DPD") of Lot Boundary Adjustment #3016027 ("LBA"), a copy of which is attached hereto as Exhibit B. The LBA proposes to exchange an equivalently sized parcel of real property, legally described in Exhibit C attached hereto ("Exchange Property"), for the City Property. Exhibit D attached hereto depicts in more detail the dimensions of the exchange properties.

J. In September 2012, the City Council passed Ordinance 123961 authorizing a Cooperative Agreement between SHA and the City for the redevelopment of Yesler Terrace. Subject to additional City Council approval and authorization by the U.S. Department of Housing and Urban Development, the Cooperative Agreement provides that SHA will transfer land adjacent to the Yesler Terrace Community Center property to the City, at no cost, for a neighborhood park ("Neighborhood Park"). SHA and the City agreed to collaborate on park design and to work together to identify additional sources of funding for park development, if necessary.

K. Parks currently operates a public play area on the City Property. The City and SHA intend that the City will construct an improved play area in connection with City construction of the Neighborhood Park, subject to conditions precedent described in the Agreement, below.

In consideration of the covenants and agreements contained in this Agreement, the parties agree as follows:

AGREEMENT

1. **Property Exchange.** SHA shall convey to the City the Exchange Property, legally described on Exhibit C, and the City shall convey to SHA the City Property, legally described on Exhibit A, on the terms, covenants and conditions set forth in this Agreement.

2. **City's Conditions Precedent to Obligation to Convey.** The City's obligation to convey the City Property to SHA is subject to fulfillment of each of the following conditions:

A. **Ordinance.** An ordinance shall be in effect finding that the exchange of the City Property for the Exchange Property meets the requirements of Ordinance 118477, which adopted Initiative 42; authorizing the Superintendent of Parks and Recreation ("Superintendent") or his designee to sign Lot Boundary Adjustment #3016027 ("LBA"); authorizing the Superintendent to accept a deed from SHA for the Exchange Property; and authorizing the Superintendent to convey the City Property to SHA ("LBA Ordinance").

B. **HUD Partial Release.** SHA shall have received for recording in the records of King County an original Partial Release executed by the United States Department of Housing and Urban Development ("HUD"), releasing the Exchange Property from the Declaration of Trust recorded June 26, 1942 under King County recording number 3248400 and the

Modification of Declaration of Trust recorded November 21, 1958 under King County recording number 4968302.

C. Title Commitment. SHA shall have delivered to the City a preliminary commitment for title insurance from First American Title Company that shows the Exchange Property to be free and clear of all liens, encumbrances, easements, covenants and restrictions except the Declaration of Trust and Modification of Declaration of Trust described in subsection 2.B. above, which will be removed from title to the Exchange Property as described in subsection 2.B. above, and except for any encumbrances that are approved by the City in writing ("Permitted Exceptions") before recording the Exchange Property deed.

D. Environmental. SHA shall have established to the satisfaction of the City, based on one or more environmental site assessments commissioned by SHA and reviewed and accepted by the City, that the Exchange Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under, above or about the Exchange Property, including but not limited to soil and groundwater conditions.

E. Lot Boundary Adjustment. The LBA shall have been recorded and SHA shall have paid all costs for and in connection with the LBA, including all DPD fees, costs of survey and creation of legal descriptions, and costs of recording the LBA.

F. Exchange Property Deed. SHA shall have executed, acknowledged and delivered to the City a special warranty deed for the Exchange Property, subject to no title exceptions except the Permitted Exceptions.

3. SHA's Conditions Precedent to Obligation to Convey. SHA's obligation to convey the Exchange Property to the City is subject to fulfillment of each of the following conditions:

A. Ordinance. The LBA Ordinance, described in subsection 2.A. above, shall be in effect.

B. HUD Endorsement. SHA shall have an original Partial Release from United States Department of Housing and Urban Development ("HUD"), releasing the Exchange Property from the Declaration of Trust and the Modification of Declaration of Trust described in subsection 2.B. above.

4. Exchange. Upon satisfaction of the City's and SHA's conditions precedent listed in Sections 2 and 3 above, the parties shall complete the exchange as follows:

A. SHA.

(1) SHA will open an escrow account with First American Title Company, Inc. ("Escrow Agent"), 818 Stewart Street, Suite 800, Seattle, Washington, 98101 and shall deliver to them a copy of the LBA Ordinance and a copy of the fully executed Agreement.

(2) SHA shall execute, acknowledge (as applicable) and deliver to the Escrow Agent (a) a special warranty deed for the Exchange Property free and clear of all title exceptions except the Permitted Exceptions; (b) a FIRPTA Affidavit; (c) any affidavits, certifications or instruments, including any lien affidavits or mechanic's lien indemnifications, duly executed and acknowledged by SHA, as reasonably may be required by the City or its title company in order to satisfy the City concerning potential mechanics and materialmen's liens and to allow the City's title company to issue a title policy acceptable to the City; and (d) a real estate excise tax affidavit.

B. City.

(1) The City shall execute, acknowledge (as applicable) and deliver to escrow (a) a quit claim deed for the City Property; (b) a FIRPTA Affidavit; and (c) a real estate excise tax affidavit.

C. Title Insurance. First American Title Company of Washington shall issue to the City its standard ALTA Owner's Policy Title Insurance in the face amount of \$5,000.00 subject only to general preprinted exceptions as set forth on the preliminary commitment for title insurance, drainage service charges not yet due and owing, and the Permitted Exceptions (if any). First American Title Company of Washington shall issue to SHA its standard ALTA Owner's Policy Title Insurance in the face amount of \$5,000.00 subject only to general preprinted exceptions as set forth on the preliminary commitment for title insurance, drainage service charges not yet due and owing, and any other exceptions that do not interfere with SHA's intended use of the City Property.

D. Costs. SHA shall bear all costs of conveyance and closing, including, without limitation, escrow fees, recording fees, real estate excise tax if any is due, and the cost of the premium for a standard ALTA Owner's Title Insurance Policy. Since the parcels to be transferred hereunder are the same size, all general assessments, surface water management fees and other fees (if any) payable to governmental entities applicable to the Exchange Property or the City Property will be paid outside of closing by each respective party.

5. SHA's Post-Exchange Obligations.

A. License. From the date of the transfer of the City Property to SHA until the date of recording of the final plat of Yesler Terrace Community, SHA shall grant to the City, free of charge, a continuing license to use and occupy the City Property for a public play area in connection with the Yesler Terrace Community Center.

B. Street Use Permit. From the date of recording of the final plat of Yesler Terrace Community until the earlier of the date that SHA or any successor begins grading for construction of street infrastructure improvements in the new South Washington Street right-of-way in front of the Yesler Terrace Community Center or the date of completion of a new play area in a neighborhood park to be located in Block 1 of final plat of Yesler Terrace Community

("Neighborhood Park"), whichever first occurs, SHA, at its sole cost and expense, will obtain a street use permit from the Seattle Department of Transportation for the benefit of Parks for the operation of the existing Yesler Terrace Community Center play area on the City Property.

C. Removal of Structures. On or before the date that SHA or any successor begins grading for construction of street infrastructure improvements in that portion of the new South Washington Street right-of-way that includes the City Property, SHA, without cost to the City, shall have removed all structures and improvements, including, without limitation, pavement and fencing, from the Exchange Property and from the City Property; provided that SHA shall give the City 60 days notice prior to commencement of removal of the play area improvements from the City Property.

D. Neighborhood Park. SHA shall complete or cause to be completed without cost or expense to the City all of the following obligations:

- (1) Demolition of all structures, including existing buildings, on the property depicted as Block 1 on the final plat of Yesler Terrace Community ("Block 1).
- (2) Delivery to the City of one or more environmental site assessments commissioned by SHA and reviewed and accepted by the City establishing that Block 1 is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under, above or about Block 1, including but not limited to soil and groundwater conditions, or, if such environmental site assessment(s) establish that Block 1 is in violation of any of the foregoing, then completion of environmental remediation of Block 1 acceptable to the City.
- (3) Completion of utility relocations and removal of all unused utilities in Block 1.
- (4) Rough grading of Block 1 as required pursuant to 90% plans for Early Site Demolition and Grading infrastructure, pages CG11.01 and CG11.02 (and grading addenda, if applicable) Project # 216740 (Department of Planning and Development).
- (5) Establishment and construction of the grades for the new South Washington Street, and construction of the permanent sidewalk along the north side of the new South Washington Street from Yesler Way to 10th Avenue South, in accordance with Street Improvement Plans approved by the Seattle Department of Transportation ("SDOT"), not later than the completion of the construction of the Neighborhood Park.
- (6) Completion of right-of-way improvements on the south side of Yesler Way, between Broadway and 8th Avenue, in accordance with Street Improvement Plans approved by SDOT, not later than the completion of the construction of the Neighborhood Park.

(7) After satisfaction of the conditions described in subsection 5.D.(1)-(4) above and subsection 6.A. below, conveyance of Block 1 to the City free of charge as follows:

(i) SHA will open an escrow account with First American Title Company, Inc. ("Escrow Agent"), 818 Stewart Street, Suite 800, Seattle, Washington, 98101.

(ii) SHA shall execute, acknowledge (as applicable) and deliver to the Escrow Agent (a) a special warranty deed for Block 1 free and clear of all title exceptions except for a restrictive covenant, required by HUD, concerning use of the property for park purposes, an easement for public utility purposes, described and depicted as easement 1.3 on the final plat of Yesler Terrace Community, and any other exceptions approved in writing by the City ("Permitted Exceptions"); (b) a FIRPTA Affidavit; (c) any affidavits, certifications or instruments, including any lien affidavits or mechanic's lien indemnifications, duly executed and acknowledged by SHA, as reasonably may be required by the City or Escrow Agent in order to satisfy the City concerning potential mechanics and materialmens liens and to allow the Escrow Agent to issue a title policy acceptable to the City; and (d) a real estate excise tax affidavit.

(iii). First American Title Company of Washington shall issue to the City its standard ALTA Owner's Policy Title Insurance in the face amount of \$5,000 only to general preprinted exceptions as set forth on the preliminary commitment for title insurance and a restrictive covenant, required by HUD, concerning use of the property for park purposes, an easement for public utility purposes, described and depicted as easement 1.3 on the final plat of Yesler Terrace Community, drainage service charges not yet due and owing, and Permitted Exceptions (if any).

(iv) SHA shall bear all costs of conveyance and closing, including, without limitation, escrow fees, recording fees, real estate excise tax if any is due, and the cost of the premium for a standard ALTA Owner's Title Insurance Policy.

6. City's Post-Exchange Obligations.

A. Ordinance. Parks shall seek funding, by ordinance, from the Seattle City Council, for design and construction of the proposed Neighborhood Park in Block 1, as provided in the Cooperative Agreement, which limits City contribution to up to \$3,000,000. In addition, Parks shall seek authority, by ordinance, to accept a special warranty deed from SHA for Block 1 subject to satisfaction of the conditions in subsections 5.C. and 5.D.(1)-(4) and (7) above.

B. Design, Construction and Funding.

(i) Subject to recording of the final plat of Yesler Terrace Community, an effective ordinance appropriating funding up to \$3,000,000 for the design and construction of the Neighborhood Park, and further subject to satisfaction of the conditions described in subsections 5.C. and 5.D.(1)-(4) and (7) above, the City shall design and construct, or cause to be designed and constructed, the Neighborhood Park.

(ii) The City and SHA will collaborate on the design of the Neighborhood Park during both the schematic design and design development phases. During the schematic design phase, the City and SHA shall reach agreement on the schematic design of the Neighborhood Park, the budget for park development, and sources of funds for park development. During design development SHA will provide comments on the design as it evolves. Public comment and review by the Seattle Design Commission will also be part of the design process.

C. Opening of Neighborhood Park. Subject to satisfaction of the conditions described in subsection 5.D.(5)-(6) above, the City shall open the Neighborhood Park for public access after completion of construction of all improvements in accordance with design and permits approved through applicable City process. The City shall complete construction of all improvements for the Neighborhood Park within one year of the later of (a) SHA completion of pre-transfer obligations hereunder or (ii) June 15, 2015.

7. **Amendment.** This Agreement may not be amended other than by a written agreement executed by both parties.

8. **Applicable Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Washington.

9. **Notice.** Any notice under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return-receipt requested, addressed as follows, or to such other address as the receiving party specifies in writing:

If to Seattle Parks:

Property Management
Department of Parks and Recreation
800 Maynard Avenue South
Seattle, Washington 98134

If to SHA:

Executive Director
Seattle Housing Authority
190 Queen Anne Avenue North
P.O. Box 19028
Seattle, Washington 98109

10. Enforceability. The invalidity or unenforceability of any clause, part or provision of this Agreement shall not affect the validity or enforceability of any other portions hereof.

11. Waiver. Failure, waiver or delay on the part of a party to exercise any right, power or privilege under this Agreement shall not operate as a waiver thereof. No waiver by a party of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach or default hereunder.

12. Authority. Subject to the express terms and conditions precedent contained in this Agreement, each individual executing this Agreement on behalf of the respective entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity, and that this Agreement is binding upon that entity in accordance with its terms.

13. Survival. The covenants contained in this Agreement shall survive recording the deeds described in this Agreement.

(Signatures follow on next page)

IN WITNESS WHEREOF, the parties have executed this Yesler Terrace Land Transfer Agreement effective as of the date executed and acknowledged by both parties.

CITY OF SEATTLE,

A municipal corporation of the State of Washington

By:

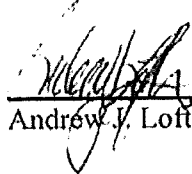


Christopher Williams, Acting Superintendent of Parks and Recreation

HOUSING AUTHORITY OF THE CITY OF SEATTLE,

A Washington public body corporate and politic:

By:

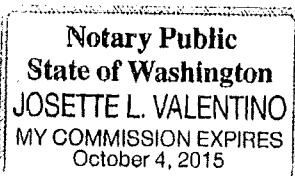


Andrew J. Lofton, Executive Director

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day of 15TH, September 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ERIC A. FRIEDLI, to me personally known (or proved on the basis of satisfactory evidence) to be the ACTIVE-DEPUTY SUPERINTENDENT of the Department of Parks and Recreation, a department of The City of Seattle, a Washington municipal corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the entity for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the instrument.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.

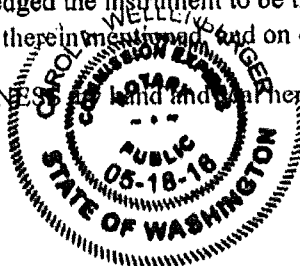


Josette L. Valentino
Printed Name JOSETTE L. VALENTINO
NOTARY PUBLIC in and for the State of Washington,
residing at KING COUNTY
My Commission Expires 10/5/2015

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day of September 15, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Andrews Lofton, to me personally known (or proved on the basis of satisfactory evidence) to be the Executive Director of the Housing Authority of the City of Seattle, the Washington public body corporate and politic that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the entity for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.



Carol A. Wellenburger
Printed Name CAROL A. WELLENBURGER
NOTARY PUBLIC in and for the State of Washington,
residing at Kent
My Commission Expires 5-18-16

EXHIBIT A

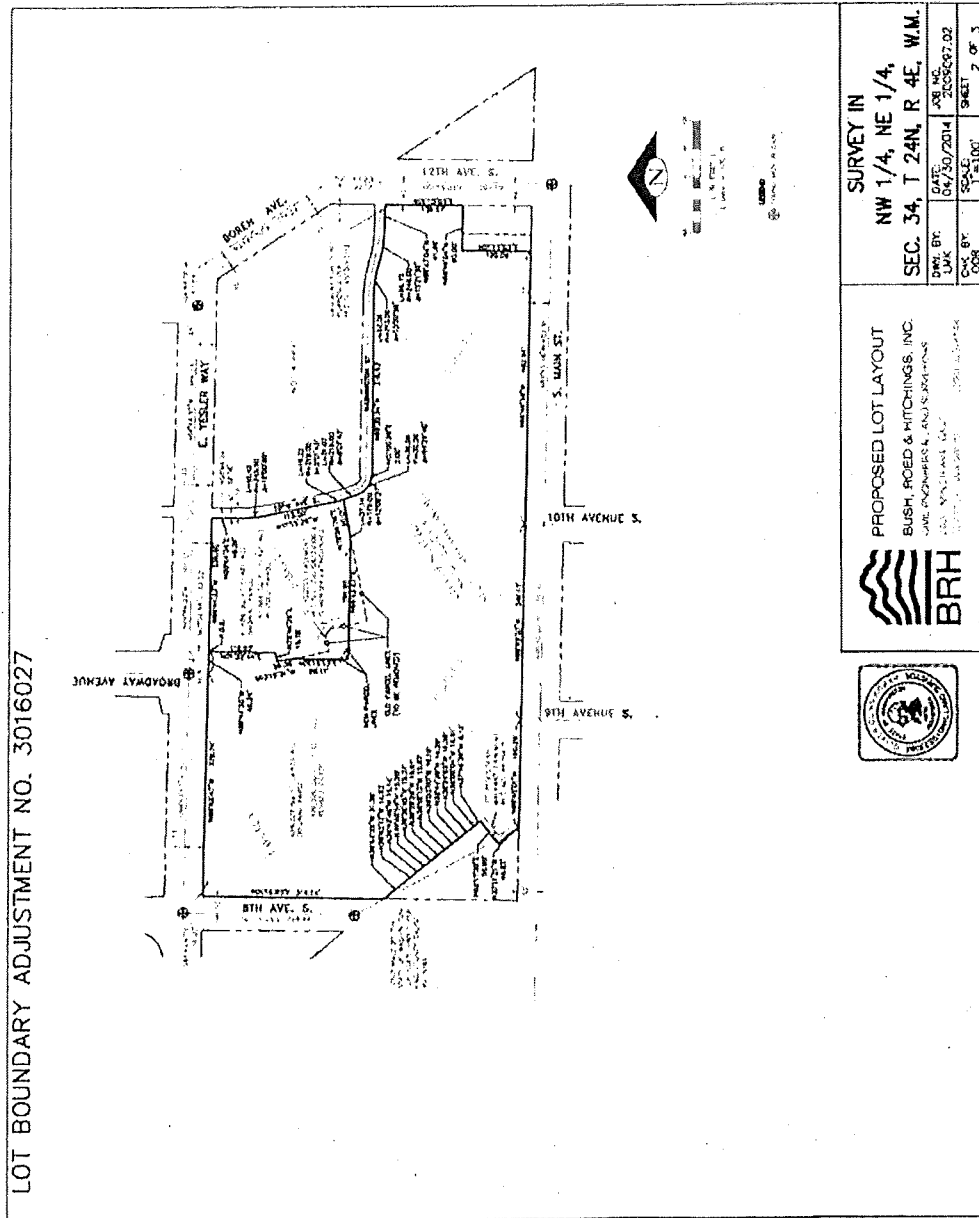
CITY PROPERTY

A PORTION OF PARCEL B OF CITY OF SEATTLE SHORT PLAT NO. 2207828, RECORDED UNDER KING COUNTY RECORDING NO. 20030612900016, MORE PARTICULARLY AS FOLLOWS;

*BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL B;
THENCE SOUTH 79°06'36" WEST, A DISTANCE OF 50.01 FEET TO THE TRUE POINT OF BEGINNING "B", ALSO BEING THE BEGINNING OF A TANGENTIAL CURVE, CONCAVE TO THE NORTH, WITH A RADIUS OF 175.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 37.14 FEET AND THROUGH A CENTRAL ANGLE OF 12°09'37";
THENCE NORTH 88°43'47" WEST, A DISTANCE OF 136.54 FEET;
THENCE SOUTH 10°53'24" EAST, A DISTANCE OF 32.69 FEET;
THENCE NORTH 79°06'36" EAST, A DISTANCE OF 170.34 FEET TO THE POINT OF BEGINNING;*

SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.

Also referred to as a portion of Parcel Y of LBA No. 3016027.



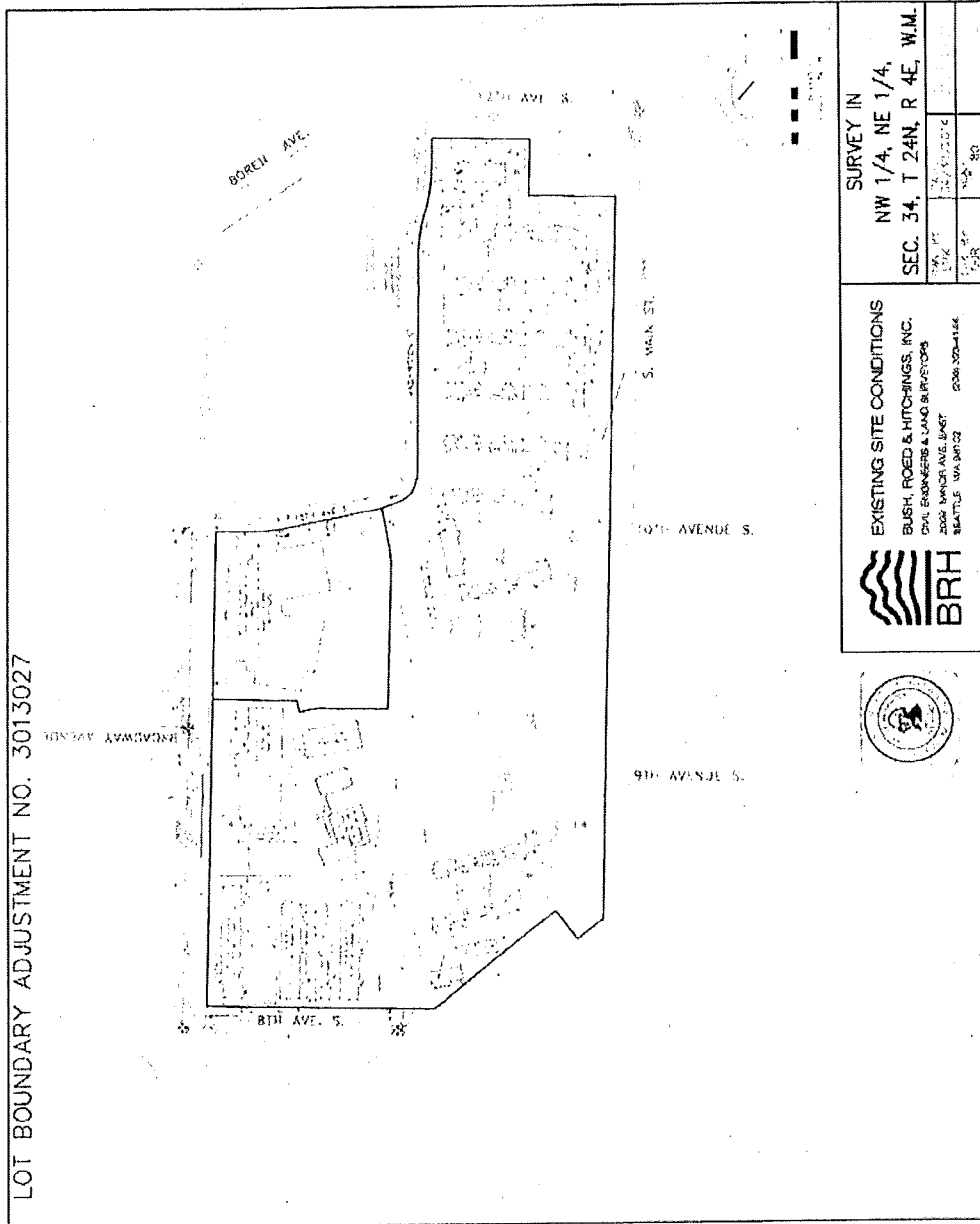


EXHIBIT C

EXCHANGE PROPERTY

A PORTION OF PARCEL A OF CITY OF SEATTLE SHORT PLAT NO. 2207828, RECORDED UNDER KING COUNTY RECORDING NO. 20030612900016, MORE PARTICULARLY AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF PARCEL B OF SAID SHORT PLAT NO. 2207828;

THENCE SOUTH 01°32'44" WEST, A DISTANCE OF 116.92 FEET;

THENCE SOUTH 79°44'29" WEST, A DISTANCE OF 15.78 FEET;

THENCE SOUTH 10°15'31" EAST, A DISTANCE OF 26.36 FEET TO THE TRUE POINT OF BEGINNING "A";

THENCE CONTINUING SOUTH 10°15'31" EAST, A DISTANCE OF 64.75 FEET;

THENCE NORTH 79°23'43" EAST, A DISTANCE OF 30.01 FEET;

THENCE SOUTH 54°46'18" EAST, A DISTANCE OF 13.04 FEET;

THENCE SOUTH 10°53'24" EAST, A DISTANCE OF 34.33 FEET;

THENCE NORTH 88°43'47" WEST, A DISTANCE OF 60.36 FEET;

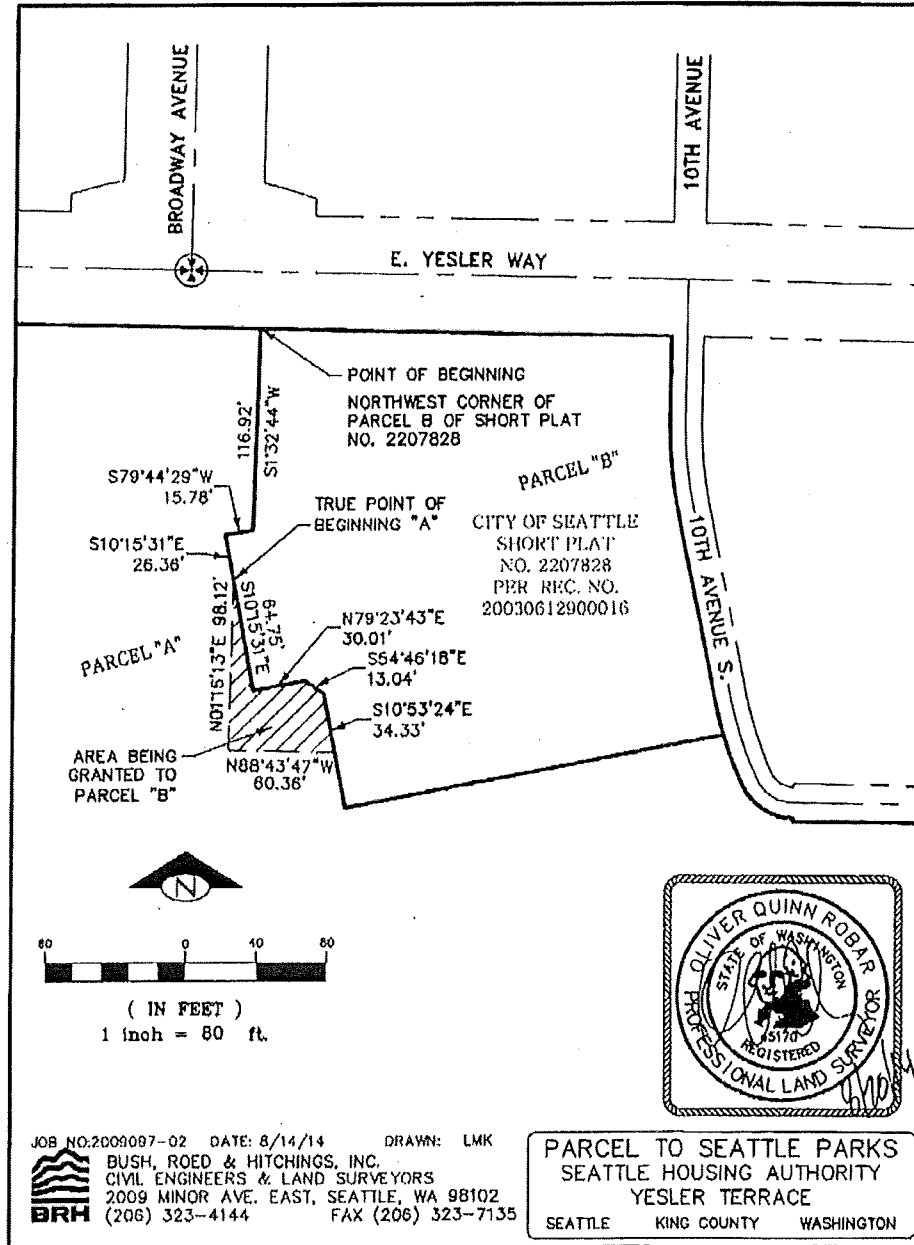
THENCE NORTH 01°16'13" EAST, A DISTANCE OF 98.12 FEET TO THE TRUE POINT OF BEGINNING;

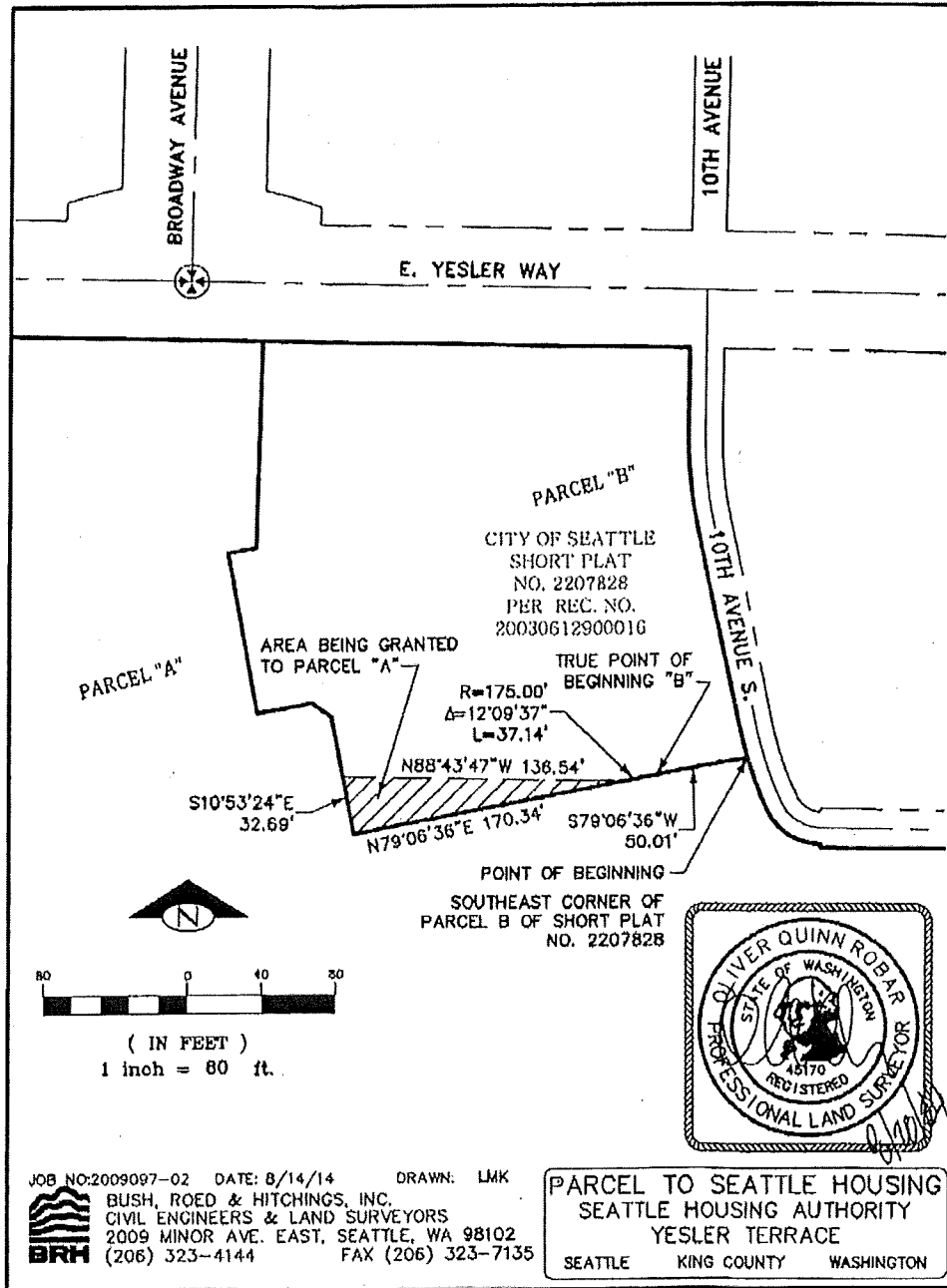
SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.

Also referred to as a portion of Parcel Z of LBA No. 3016027.

EXHIBIT D

**DEPICTIONS OF EXCHANGE PROPERTIES:
EXCHANGE PROPERTY ("AREA BEING GRANTED TO PARCEL B") AND CITY
PROPERTY ("AREA BEING GRANTED TO PARCEL A") (2 pages)**





SEATTLE CITY LIGHT
Real Estate Services
700 Fifth Avenue, SMT 3338
P.O. Box 34023
Seattle, WA 98124-4023

PARTIAL RELEASE OF EASEMENT

SCL P.M. No.:	240405-1-002
King County Tax Parcel No.:	9821700007; 9821700009
Short Legal Description:	Ptn. Yesler Terrace Addition
Reference No.:	3157087

THE CITY OF SEATTLE, a Washington municipal corporation, hereinafter called the City, is the owner of an easement acquired from The Housing Authority of the City of Seattle, a public corporation organized under Ch. 23, Laws of 1939 of the State of Washington, dated March 10, 1941 and recorded under King County Auditor's File Number 3157087 over the following described real property:

ALL OF THE LAND INCLUDED WITHIN THE BOUNDARIES OF THE HOUSING PROJECT OF THE GRANTOR, AS SHOWN ON MAP OF PROJECT NO. WASHINGTON 1-1 (YESLER HILL) FILED WITH THE CITY COMPTROLLER, NOV. 6, 1939, AS COMPTROLLER'S FILE NO. 164158, AS SUPPLEMENTED AND AMENDED BY MAP DESIGNATED YESLER TERRACE ADDITION, WASH. 1-5, FILED DECEMBER 2, 1940, AS COMPTROLLER'S FILE NO. 168266.

The City does hereby release, abandon and relinquish all rights acquired under said easement over the following portion of the above-described real property:

Block 1, Yesler Terrace Community, Volume _ of Plats, Pages _ to _, City of Seattle, King County, Washington

IN WITNESS WHEREOF, the City has caused this instrument to be executed and delivered this _____ day of _____, 20____.

For THE CITY OF SEATTLE, a Washington municipal corporation,
acting by and through its CITY LIGHT DEPARTMENT,

By: _____
Maureen L. Barnes
Real Estate Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 20____, before me personally appeared Maureen L. Barnes, to me known to be the Manager of Real Estate of Seattle City Light, a department of the City of Seattle, the municipal corporation that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and each on oath stated that she was authorized to execute said instrument on behalf of the City of Seattle.

Given under my hand and official seal the day and year in this certificate above written.

(notary seal)

Signature: _____

Print name: _____

Notary Public in and for the State
of: _____

Residing at: _____

My commission expires: _____

Attachment 3

Yesler Terrace Neighborhood Park Development

BCL/Program Name:	2008 Parks Levy- Opportunity Fund	BCL/Program Code:	K720041
Project Type:	New Facility	Start Date:	Q4/2013
Project ID:	K730203	End Date:	Q4/2016
Location:	801 Yesler Way		
Neighborhood Plan:	First Hill	Neighborhood Plan Matrix:	N/A
Neighborhood District:	First Hill	Urban Village:	First Hill Urban Village

This project develops a new Neighborhood Park in the Yesler Terrace community. This project is part of the 2008 Parks Levy using funds reallocated from Neighborhood Park Acquisitions to Neighborhood Parks and Playgrounds Development.

	LTD Actuals	2014 Rev	2015	2016	2017	2018	2019	2020	
Revenue Sources									
Seattle Voter-Approved Levy	0	0	2,600	0	0	0	0	0	2,600
Total:	0	0	2,600	0	0	0	0	0	2,600
Fund Appropriations/Allocations									
2008 Parks Levy Fund	0	0	2,600	0	0	0	0	0	2,600
Total*:	0	0	2,600	0	0	0	0	0	2,600
O & M Costs (Savings)				0	0	0	0	0	231
Spending Plan by Fund									
2008 Parks Levy Fund		0	600	2000	0	0	0	0	2,600
Total:		0	600	2000	0	0	0	0	2,600

FISCAL NOTE FOR CAPITAL PROJECTS ONLY

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

Legislation Title:

AN ORDINANCE relating to the Department of Parks and Recreation and the City Light Department; authorizing the acceptance of a donation of real property in the Yesler Terrace neighborhood from the Housing Authority of the City of Seattle for open space, park, and recreation purposes; declaring certain real property rights surplus to the needs of the City Light Department; authorizing the partial release of a City Light easement that affects property in the Yesler Terrace neighborhood, including the property to be donated; reallocating funding from the Acquisition Category Inflation Adjustment to the Opportunity Fund Category of the 2008 Parks and Green Spaces Levy; increasing appropriations to the Department of Parks and Recreation in the 2015 Adopted Budget; amending the 2015-2020 Adopted Capital Improvement Program; all by a three-fourths vote of the City Council.

Summary and background of the Legislation:

This legislation lays out the groundwork necessary to acquire and develop a neighborhood park in the new Yesler Terrace Community. The legislation includes the following provisions:

1. Authorizes the acceptance of a donation of 1.75 acres in Yesler Terrace for a neighborhood park from the Housing Authority of the City of Seattle (SHA);
2. Declares certain real property rights surplus to the needs of City Light and authorizes the partial release of a City Light easement that affects the donation property;
3. Reallocates \$2.6 million in the 2008 Parks and Green Spaces Levy (2008 Parks Levy) from the Acquisition Category Inflation Adjustment to the Opportunity Fund Category;
4. Increases appropriations to the Department of Parks and Recreation (DPR) in the 2015 Adopted Budget; and
5. Amends the 2015-2020 Adopted Capital Improvement Program by appropriating \$2,600,000 in the Opportunity Fund Category (K720041) for this project.

First Hill Hub Urban Village was identified as a priority neighborhood for park acquisition in both the 2000 Pro Parks Levy and the 2008 Levy. Because of scarcity of opportunities and high land costs DPR has not yet been able to acquire a property in the First Hill neighborhood for a new neighborhood park. SHA is willing to donate a 1.75 acre property in the redeveloping Yesler Terrace neighborhood to the City in exchange for development of a neighborhood park. Development of a park on the SHA property will allow DPR to provide a developed park to the community in the near future while still preserving funding in the 2008 Levy Neighborhood Park Acquisition Subcategory for future acquisition in the First Hill Hub Urban Village, as recommended by the 2008 Levy Oversight Committee.

The proposed project meets the goals of the 1998 First Hill neighborhood plan, which called for the acquisition of additional park sites in the First Hill Hub Urban Village, and is consistent with

the 2005 First Hill Urban Center Park Plan, which recommended working with SHA to develop parks and open space in Yesler Terrace. The development project has the support of the Yesler Terrace community and the First Hill Improvement Association (FHIA).

City Light has a blanket easement for overhead electrical distribution purposes over all of the Yesler Terrace property including the proposed donation property. City Light will be relocating electrical distribution lines and will not need an easement on the donation property. DPR wishes to take title to the donation property free and clear of unnecessary encumbrances, and City Light is willing to release the easement with respect to the donation property.

Funding for the project requires a reallocation of 2008 Levy funds. On July 28, 2014, the 2008 Parks and Green Spaces Levy Oversight Committee voted to recommend the reallocation of funds from the Acquisition Category Inflation Adjustment to the Opportunity Fund Category in order to fund the Yesler Terrace Neighborhood Park Development Project. As part of the City's cooperative agreement with SHA, DPR agreed to spend up to \$3.0 million on the development of the park.

Project Name:	Project I.D.:	Project Location:	Start Date:	End Date:
Yesler Neighborhood Park Development	K730203	Yesler Terrace Neighborhood	3 rd Quarter 2013	4th Quarter 2016

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

X **This legislation has financial implications.**

Appropriations:

Fund Name and Number	Department	Budget Control Level*	Existing 2014 Appropriation	2015 Appropriation	Total
2008 Parks Levy Fund #33860	Parks & Recreation	2008 Parks Levy-Neighborhood Parks Acquisitions (K720010)	400,000		
2008 Parks Levy Fund #33860	Parks & Recreation	2008 Parks Levy-Opportunity Fund K720041		2,600,000	
TOTAL			400,000	2,600,000	3,000,000

Notes: The total cost of developing the neighborhood park is expected to be \$3 million, of which \$400,000 was already appropriated. These funds were used to cover planning and initial design costs.

Spending Plan and Future Appropriations for Capital Projects:

Spending Plan and Budget	2014	2015	2016	2017	Total
Spending Plan	\$400,000	\$2,600,000			\$3,000,000
Current Year Appropriation	\$400,000	\$2,600,000			
Future Appropriations					

Spending Plan and Budget Notes:

Funding Source:

Funding Source (Fund Name and Number, if applicable)	2014	2015	2016	2017	Total
2008 Parks Levy Fund (33860)	\$400,000	\$2,600,000			
TOTAL	\$400,000	\$2,600,000			\$3,000,000

Funding Source Notes:

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

O&M	2014	2015	2016	2017	2018	2019	Total
Uses							
Start Up			\$56,023	\$57,144	\$58,287	\$59,452	\$230,906
On-going							
Sources (itemize)			\$56,023	\$57,144	\$58,287	\$59,452	\$230,906

Operation and Maintenance Notes:

The new facility O&M costs listed above reflect the costs to care for the fully-developed Yesler Terrace Neighborhood Park next to Yesler Community Center. DPR anticipates that the new park will be heavily used with special events and community gatherings in addition to everyday use in a densely populated urban area. Work includes maintaining a multi-use plaza, play area, play court, picnic area, bench and single seating, automatic irrigation, landscaping, rain garden, and bioswale. Graffiti removal, litter removal, signage, and repairs will be done as well. Costs assume a 2% inflation rate in each successive year.

Periodic Major Maintenance Costs for the Project: N/C

Major Maintenance Item	Frequency	Cost	Likely Funding Source
TOTAL	N/C	N/C	TBD

Other Implications:

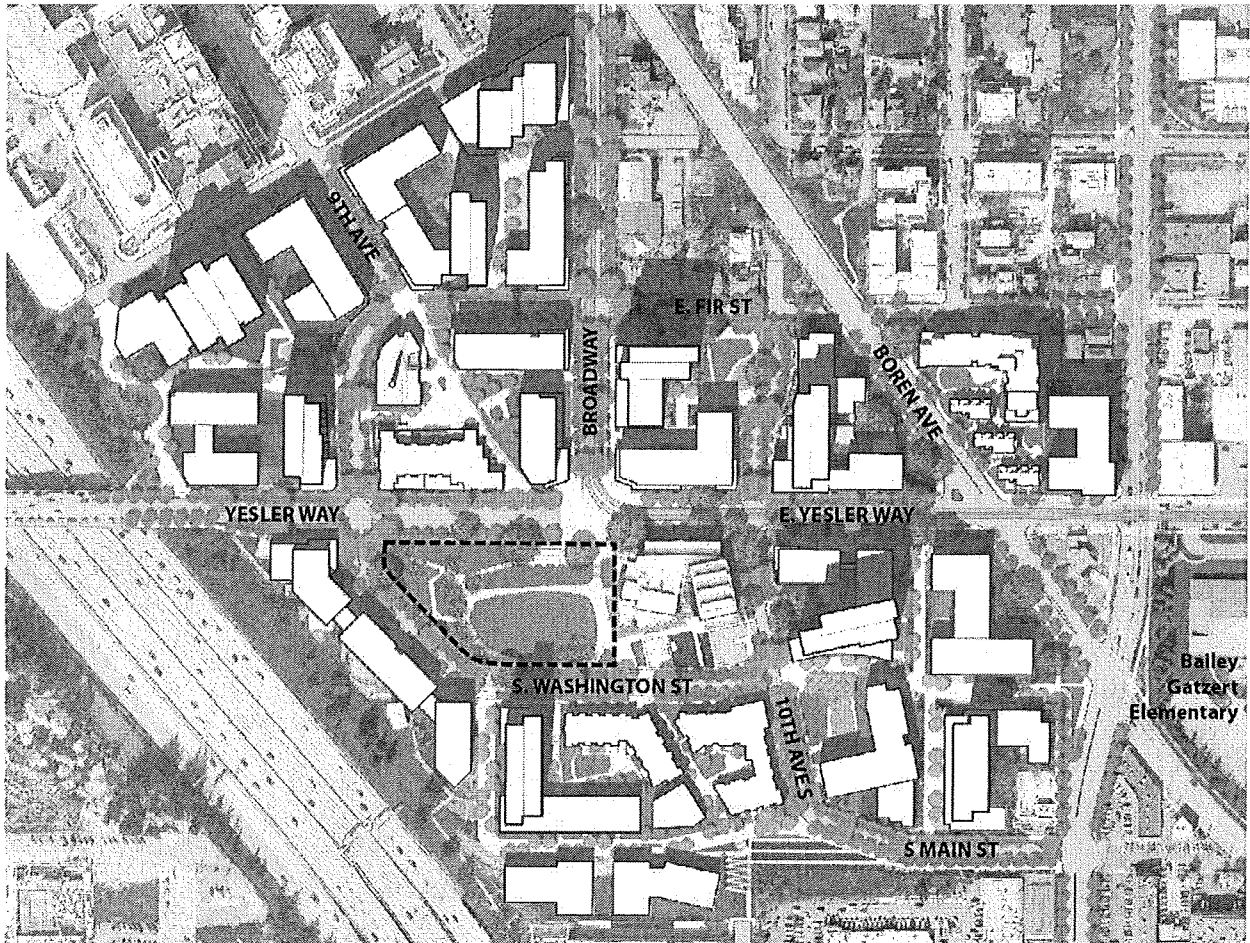
- a) **Does the legislation have indirect financial implications, or long-term implications?**
The development of the park will lead to ongoing O&M costs for DPR.
- b) **What is the financial cost of not implementing the legislation?**
The development of the park is a cost effective approach to adding park space on First Hill. Not implementing this legislation would forego this opportunity.
- c) **Does this legislation affect any departments besides the originating department?**
Yes, City Light.
- d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**
An alternative to creating and developing the park at Yesler Terrace would be to acquire private property and develop it.

- e) **Is a public hearing required for this legislation?** Yes, a public hearing is required regarding the release of the City Light easement.
- f) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?** No
- g) **Does this legislation affect a piece of property?** Yes
- h) **Other Issues:** There are none.

List attachments to the fiscal note below:

Attachment A: Map of Proposed Yesler Terrace Neighborhood Park

Chip Nevins
DPR Yesler Terrace Neighborhood Park FISC Att A
June 2, 2014



ATT A to DPR Yesler Terrace Neighborhood Park FISC



City of Seattle
Edward B. Murray
Mayor

January 13, 2015

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

Dear Council President Burgess:

I am pleased to transmit the attached proposed Council Bill authorizing actions which will lead to the development of a new park in First Hill in the redeveloped Yesler Terrace residential community. The 2008 Parks and Green Spaces Levy (2008 Levy) allocated funds for property acquisition in First Hill. Through collaboration between Seattle Parks and Recreation, the Seattle Housing Authority (SHA) and the community, this bill proposes a cost-effective means to create a new neighborhood park by:

- Authorizing acceptance of a donation from SHA of 1.8 acres in Yesler Terrace for the new park;
- Reallocating \$2.6 million from the Acquisition Category Inflation Adjustment to the Opportunity Fund Category of the 2008 Levy for the development of the new park; and
- Relinquishing an unneeded City Light easement on the donated property.

The First Hill neighborhood continues to absorb considerable new development, leading to increased demand for parks and open space. The Yesler Terrace Neighborhood Park represents an efficient use of funding from the 2008 Levy and will provide high-quality open space to the First Hill community. Thank you for your consideration of this legislation. Should you have questions, please contact Donald Harris at 684-8018.

Sincerely,

Edward B. Murray
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

STATE OF WASHINGTON -- KING COUNTY

--SS.

321362

No. TITLE ONLY

CITY OF SEATTLE, CLERKS OFFICE

Affidavit of Publication

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

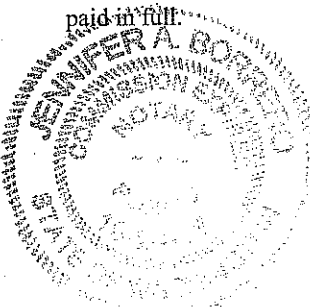
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:124707-08,710,12,14

was published on

03/09/15

The amount of the fee charged for the foregoing publication is the sum of \$107.73 which amount has been paid in full.



Affidavit of Publication

Subscribed and sworn to before me on

03/09/2015

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on February 9, 2015, and published below by title only, will be mailed upon request, or can be accessed at <http://clerk.seattle.gov>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>. Contact: Office of the City Clerk at (206) 684-8344.

ORDINANCE NO. 124707

AN ORDINANCE relating to the Seattle Fire Code Advisory Board; revising the designated member representation of the Seattle Fire Code Advisory Board to include representatives of the services industry, major institutions, and the Fire Fighters and Fire Chiefs labor unions; creating a new Subchapter V in Chapter 3.16 of the Seattle Municipal Code consisting of new Sections 3.16.300, 3.16.310, 3.16.320, 3.16.330, 3.16.340, 3.16.350 and 3.16.360; all by amending Ordinance 119799.

ORDINANCE NO. 124708

AN ORDINANCE relating to the oath of office for Municipal Court judge; amending Seattle Municipal Code 3.33.120.

ORDINANCE NO. 124710

AN ORDINANCE relating to the Department of Parks and Recreation and the City Light Department; authorizing the acceptance of a donation of real property in the Yesler Terrace neighborhood from the Housing Authority of the City of Seattle for open space, park, and recreation purposes; declaring certain real property rights surplus to the needs of the City Light Department; authorizing the partial release of a City Light easement that affects property in the Yesler Terrace neighborhood, including the property to be donated; reallocating funding from the Acquisition Category Inflation Adjustment to

the Opportunity Fund Category of the 2008 Parks and Green Spaces Levy; increasing appropriations to the Department of Parks and Recreation in the 2015 Adopted Budget; amending the 2015-2020 Adopted Capital Improvement Program; all by a three-fourths vote of the City Council.

ORDINANCE NO. 124712

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing execution of an agreement with Seattle School District providing for the exchange of City-owned property at Garfield Playfield for District-owned property adjacent to the Rainier Beach Community Center; authorizing execution, acceptance and recording of Quitclaim Deeds and easements necessary for the development of the properties; authorizing execution of a lease for the Garfield Teen Life Center within Garfield High School; superseding Ordinance 118477, which adopted Initiative 42, for the purposes of this ordinance; and ratifying and confirming prior acts.

ORDINANCE NO. 124714

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

Date of publication in the Seattle Daily Journal of Commerce, March 9, 2015.

3/9(321362)