

**AGREEMENT
between
CITY OF BELLEVUE
and
LIFEWIRE**

THIS AGREEMENT, entered into this ____ day of May, 2023, between the CITY OF BELLEVUE, a Washington municipal corporation (hereinafter the “City”), and LIFEWIRE, a Washington nonprofit corporation (hereinafter the “Agency”), and the incorporated attachments and exhibits, contain all terms and conditions agreed to by the City and the Agency to undertake the activities described herein.

RECITALS

WHEREAS, the City previously awarded money to LIFEWIRE (formerly known as Eastside Domestic Violence Program and/or through its trustee, Robert J. Fox) to support the development of a shelter facility for victims of domestic violence located in Sammamish, Washington (the “Property”).

WHEREAS, the first award of \$15,000, was memorialized by a Funding Agreement dated November 17, 1993 (the “1993 Funding Agreement”), which required the Agency to provide affordable shelter housing for a period of forty (40) years.

WHEREAS, the second award of \$10,000, was memorialized by that certain Funding Agreement dated July 28, 1998 (the “1998 Funding Agreement”), a Promissory Note dated July 29, 1998 (the “Note”), a Deed of Trust recorded in the records of King County under recording number 9808192359 (the “Deed of Trust”), and a Regulatory Agreement and Declaration of Restrictive Covenants recorded in the records of King County under recording number 9808192358 (the “Regulatory Agreement”), which required the Agency to provide affordable shelter housing for a period of fifty (50) years.

WHEREAS, the Agency has elected to sell the Property that benefited from the City’s previous awards before the expiration of the applicable qualified project periods.

WHEREAS, the Agency promises to apply all proceeds from the sale of the Property to finance the development of the Hope Starts Here Project (the “HSH Project”), which shall provide twenty-five units of affordable housing to domestic violence survivors, is supported by both the City and A Regional Coalition for Housing (“ARCH”) member cities, and is subject to covenants recorded in the records of King County under recording numbers 20221103000701 and 20221103000703 to ensure the availability of affordable housing for domestic violence survivors.

WHEREAS, application of the proceeds from the sale of the Property to the HSH Project will result in no net loss of affordable housing units for victims of domestic violence, and will actually increase and improve the services offered to domestic violence survivors and their children.

WHEREAS, in exchange for the City agreeing to release the Agency from its requirement to provide affordable shelter housing in Sammamish, Washington, the parties do agree as follows:

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AGREEMENT

1. Purpose:

The purpose of this Agreement is to release the Agency, and the Property, from any continued obligations under the 1993 Funding Agreement, the 1998 Funding Agreement, the Note (dated 7/29/1998), the Deed of Trust (recorded under King County recording number 9808192359), and the Regulatory Agreement (recorded under King County recording number 9808192358).

2. Agency Obligation:

In consideration of the foregoing release, the Agency agrees to apply all net proceeds from the sale of the Property to the financing and development of the HSH Project located in Bellevue, Washington. The Agency agrees the covenants recorded under numbers 20221103000701 and 20221103000703 will remain in place to ensure the availability of affordable housing for domestic violence survivors for a period of fifty years.

3. City Obligation: In exchange for the Agency's commitment to apply all net proceeds from the sale of the Property to finance the development of the HSH Project as described in Section 2, the City agrees to authorize the escrow agent to record the following:

- Reconveyance of Deed of Trust (Exhibit A).
- Release of Regulatory Agreement and Declaration of Restrictive Covenants (Exhibit B).

4. Escrow:

Fidelity National Title Company of Washington, Inc. shall handle the escrow pursuant to this Agreement, under file number 611325083. A copy of this Agreement will be delivered to the escrow agent and will serve as escrow instructions together with the escrow agent's standard instructions and any additional instructions required by the escrow agent to clarify its rights and duties (and the parties agree to sign these additional instructions). If there is any conflict between these other instructions and this Agreement, this Agreement will control.

5. Housing Trust Fund Agreement:

Upon written confirmation that all net proceeds from the sale of the Property have been applied to the HSH Project, supported by documentation approved by the City, or its designee, the 1993 Funding Agreement and the 1998 Funding Agreement shall be terminated and of no further effect and the Note shall be marked "Paid" and returned to the Agency.

[Signature Page Follows]

IN WITNESS WHEREOF, the City and the Agency have executed this Agreement on the dates below written:

CITY OF BELLEVUE

LIFEWIRE

a Washington municipal corporation

a Washington nonprofit corporation

By: _____
Diane Carlson
Deputy City Manager

By:  _____
Karlah Ramirez-Tánori
Co-Executive Director

Approved as to form:
Kathryn L. Gerla
City Attorney

By: _____
Brian Wendt
Assistant City Attorney

EXHIBIT – A
Reconveyance of Deed of Trust

**REQUEST FOR FULL
RECONVEYANCE WITHOUT
FULL SATISFACTION**

Escrow No.: 611325086-SK

The undersigned beneficiary is the legal owner and holder of the promissory note in the original sum of Ten Thousand And No/100 Dollars (\$10,000.00), secured by that certain Deed of Trust dated July 8, 1998, in which Robert J. Fox, Trustee for a Washington non-profit corporation, is/are grantor(s) and Pacific Northwest Title Company of Washington is trustee, filed for record on August 19, 1998, and recorded in 9808192359, records of King County, Washington.

The note and all other indebtedness secured by said Deed of Trust are not fully satisfied. You are, however, requested, upon payment of all sums owing to you, to reconvey without warranty, to the person(s) entitled thereto, the right, title, and interest now held by you thereunder.

Said Full Reconveyance, when recorded, shall indicate on its face that the Note and Deed of Trust are not fully satisfied.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BENEFICIARY:

Dated: May 3, 2023

City of Bellevue,
a Washington municipal corporation

Diane Carlson
Deputy City Manager

EXHIBIT – B
Release of Regulatory Agreement and Declaration of Restrictive Covenants

AFTER RECORDING, MAIL TO:

City of Bellevue
450 110th Avenue NE
P.O. Box 90012
Bellevue, WA 98009
ATTN.: Community Development, Housing Trust Fund Program Manager

**RELEASE
OF
REGULATORY AGREEMENT & DECLARATION OF RESTRICTIVE COVENANTS
(City of Bellevue)**

Grantor: **THE CITY OF BELLEVUE**

Grantees: **LIFEWIRE**

Abbreviated Legal Description: Portion of the Southwest quarter of Section 32, Township 25 North, Range 6 East, W.M., in King County, Washington

Full Legal Description: **See Exhibit A attached hereto and made a part hereof**

Assessor's Account Numbers: **322506-9146**

Related Documents: **9808192358**

THE CITY OF BELLEVUE, a State of Washington municipal corporation (the "City") is the beneficiary of that certain Regulatory Agreement and Declaration of Restrictive Covenants dated July 18, 1998, and recorded as Instrument No. 9808192358 in the records of King County, Washington, by and between the City and Robert J. Fox, a trustee for a nonprofit organization (the "Regulatory Agreement").

The City does hereby release the property more particularly described in Exhibit A attached hereto from the Regulatory Agreement.

[Signature on following page]

DATED this ____ day of May, 2023.

CITY OF BELLEVUE,
a Washington municipal corporation

By: _____
Diane Carlson, Deputy City Manager

Approved as to form:
Kathryn L. Gerla
City Attorney

By: _____
Brian Wendt
Assistant City Attorney

STATE OF WASHINGTON)
)
COUNTY OF KING)

I hereby certify that I know or have satisfactory evidence that Diane Carlson appeared before me, and acknowledged that she signed this instrument, on oath stated that she was authorized to execute this instrument, and acknowledged it as the Deputy City Manager of CITY OF BELLEVUE, a Washington municipal corporation, to be the free and voluntary act of such entity for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this _____ day of _____, 2023.

NOTARY PUBLIC in and for the State of Washington
My commission expires _____
Print Name: _____

EXHIBIT A
(Legal Description)

Beginning at a point on the easterly margin of the Issaquah-Redmond County Road right-of-way, which point is on a line with an old fence and the boundary as established by Court Order Decree No. 463014 of the Superior Court of the State of Washington for King County, said point being described as follows, 946.31 feet north and 504.69 feet east of the southwest corner of Section 32, Township 25 North, Range 6 East, W.M., in King County Washington, all bearings shown are from a 1911 Section Subdivision on file with the County Engineer's Office, survey No. 797, recorded in Volume 273 of Field Books, this being the TRUE POINT OF BEGINNING;

Thence on a curve to the right having a radius of 5,619.65 feet, 105.00 feet;

Thence south 79 degrees 47'10" east 154.42 feet to the east line of a tract of land conveyed to D.C. MacPherson and Morrie Girard by deed recorded April 11, 1968 under Recording Number 6331653;

Thence south 43 degrees 47'50" west 80.00 feet to the southeast corner of said MacPherson-Girard Tract;

Thence north 88 degrees 56'40" west 160.00 feet to the TRUE POINT OF BEGINNING.