



**MILLS to  
MARITIME**  
RESTORING JOBS. STRENGTHENING ECONOMY.

# Everett Yacht Club

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Chief of Business and  
Economic Development

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@portofeverett | #portofeverett





**Purpose**

**Provide for the future of  
the EYC**



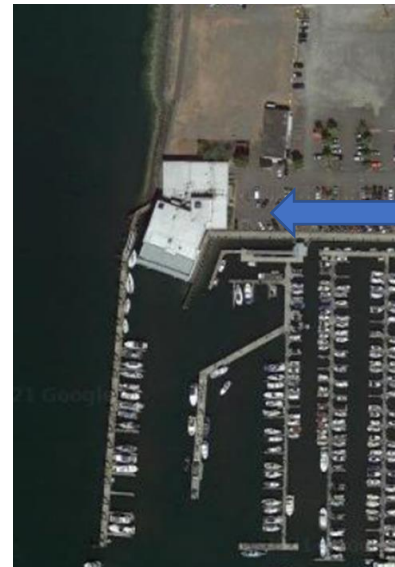
# EYC

- ✓ One of a small group prestige club in region
- ✓ One of three marine clubs at POE
- ✓ Over 100 years old
- ✓ Social and Flag Members
- ✓ Between 100-150 active members



# Why moving?

- ✓ Functionally obsolete building
- ✓ Changing DEMS
- ✓ Port's mixed-use plan





# Deal Elements

- Building and Lease Appraisal
- Termination of existing lease
- Transfer Agreement for Building
- Quit Claim Deed
- Ground Lease
- Building Surplus (Administrative)
- Leaseback Port Facilities
- Establish Marina Reciprocal Moorage
- Condominium Declaration

5-year negotiation  
Greg Smith  
Doug Carmean  
Ron Miles



# Assessment of Building

- MAI Certified MS Real Estate Appraisal Findings \$0
  - 2,652 sf 3-story building at 1720 WMVD
  - Attached to breezeway with shared building systems
  - 5,000 RSF ground area
  - Built in 1980
  - Finding there was no contributory value of improvements (vacant \$390k with building \$360k)

*Follows Uniform Standards of Professional Appraisal Practice*



Comments on:

- Parking
- Events



# Transfer Agreement

- Transfers the building “as is” to EYC at no cost to them through a Quit Claim Deed
- Improvements will be taxed (property)
- Initiated in tandem with the ground lease
- Leaseback laundry and will remodel and update
- Limited reps and no warrantee or indemnity to the tenant

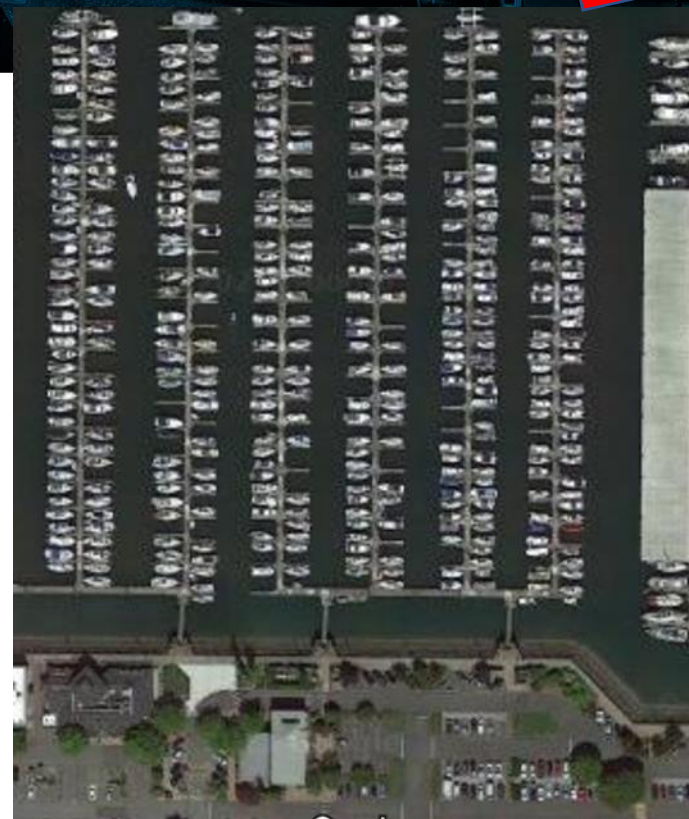


# Ground Lease

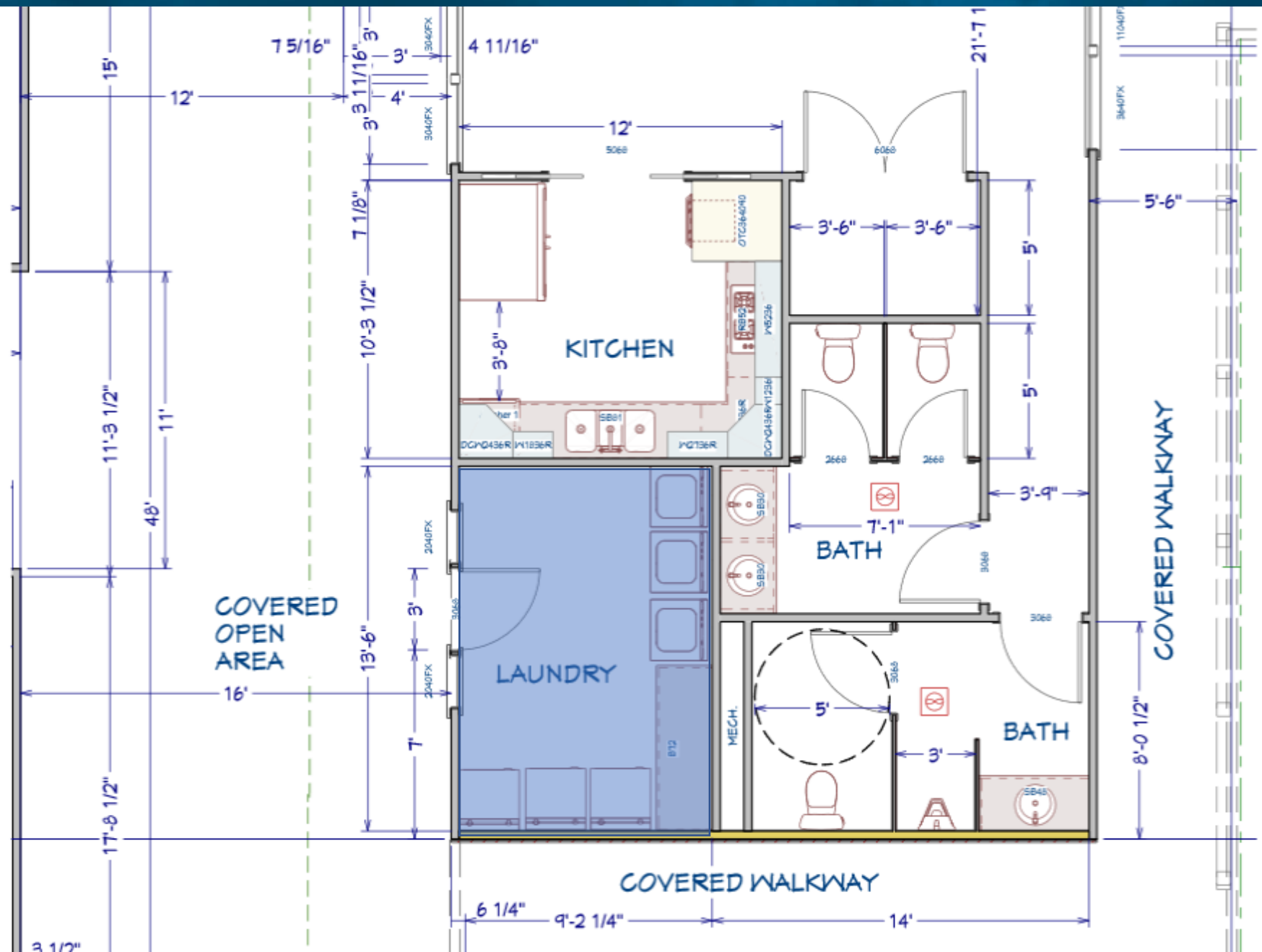
- 30 year with 2 10-year renewals
- 5,000 sf (5k to be legal lot);
- \$5 per RSF, market at \$25,000 per year
- Will pay common area maintenance for their member parking and for joint expenses
- Will pay leasehold tax
- No rent during renovation; escalating rent over first 2 periods, reimbursement of legal costs
- Rate escalations and market adjustments
- Exterior improvements require port approval
- Security deposit of \$5000
- Certain requirements after casualty

# Moorage

- Master moorage lease of 150 linear foot
- Market rate plus charges
- Approximately \$9000 per year
- \$6000 fee for reconfig











# Corrections in Process

## Transfer Agreement – Section 4 Port Representations

4(c) No Litigation. The Port, as it relates solely to the Building, is not a party to any litigation or civil or criminal proceedings, nor has it received written notice of any claims arising prior to the date of this Agreement. No petitions in bankruptcy have been filed by or against the Port. The Port's interest in the Building is not subject to any insolvency, receivership, or foreclosure proceedings.

4(d) No Breach of Agreements. This Agreement does not breach or violate any term or provision of any other agreement or contract to which the Port is a party.

6.3 Waiver of Certain Claims. As part of the consideration for this Agreement, EYC agrees that except for any breach by the Port of an express representation or warranty stated in this Agreement, the Port shall have no liability, and EYC hereby waives any claims and releases the Port for all liability, for relating to the Building, including but not limited to any title, physical condition or any other aspect of the Building, whether direct or indirect, absolute or contingent, foreseen or unforeseen, and known or unknown; provided, however, that such waiver and release shall not apply to any third-party claim arising prior to the effective date of this Agreement.



Port of  
**EVERETT**

Questions or comments?