

ORDINANCE No. 119354

COUNCIL BILL No. 112538

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the Superintendent of Parks and Recreation to acquire, for open space, park, and recreation purposes, Lot 2, Block 6, Brygger's First Home Addition to the City of Ballard, according to the plat thereof recorded in Volume 10 of Plats, page 92, in King County, Washington, and to accept and record the deed.

COMPTROLLER FILE No. _____

Introduced: <u>JAN 11 1999</u>	By: <u>LICATA</u>
Referred: <u>JAN 11 1999</u>	To: <u>CULTURE, ARTS & PARKS</u>
Referred:	To:
Referred:	To:
Reported: <u>JAN 19 1999</u>	Second Reading: <u>JAN 19 1999</u>
Third Reading: <u>JAN 19 1999</u>	Signed: <u>JAN 19 1999</u>
Presented to Mayor: <u>JAN 20 1999</u>	Approved: <u>1/28/99</u>
Returned to City Clerk: <u>1/28/99</u>	Published: <u>title 2 pp.</u>
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

U53047

Law Department

The City of Seattle--Legislative

REPORT OF COMMITTEE

Honorable President:

Your Committee on _____

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

1/13/99 pass 3-0 (LH)

Full Council Vote 8-0



Committee Chair

SMEAD 45 YSP 17703

Law Department

The City of Seattle--Legislative Department

REPORT OF COMMITTEE

Date Reported
and Adopted

Honorable President:

Your Committee on _____

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

1/13/99 pass 3-0 (LH)

Full Council Vote 8-0



Committee Chair

me

SMEAD 45 Y SP 17703

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IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ORDINANCE 119354

1
2 AN ORDINANCE relating to the Department of Parks and Recreation;
3 authorizing the Superintendent of Parks and Recreation to
4 acquire, for open space, park, and recreation purposes, Lot 2,
5 Block 6, Brygger's First Home Addition to the City of Ballard,
6 according to the plat thereof recorded in Volume 10 of Plats,
7 page 92, in King County, Washington, and to accept and record the
8 deed.

9
10 BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

11 Section 1. The Superintendent of Parks and Recreation is
12 authorized to acquire, for and on behalf of The City of Seattle, in
13 accordance with the terms and provisions of the Real Estate Purchase
14 and Sale Agreement attached hereto and incorporated herein by
15 reference, real property in the Ballard/Crown Hill neighborhood, known
16 as OSP Parcel No. 309.008 and legally described as follows:

17 Lot 2, Block 6, Brygger's First Home Addition to
18 the City of Ballard, according to the plat thereof
19 recorded in Volume 10 of Plats, page 92, in King
20 County, Washington. (AKA King County Parcel No.
21 117500-0406).

22 Section 2. Upon delivery of a statutory warranty deed for the
23 real property described in Section 1, the Superintendent of Parks and
24 Recreation, or his designee, is authorized to accept and record the
deed on behalf of The City of Seattle

Section 3. The purchase price of One Hundred Eighteen Thousand
Dollars (\$118,000) together with any and all costs associated with the
acquisition, including but not limited to appraisals, environmental
site assessments and closing costs, shall be paid from Conservation
Futures Funds previously appropriated in Ordinance 118330.

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1 Section 4. The real property described in Section 1 shall be
2 under the jurisdiction of the Department of Parks and Recreation for
3 open space, park and recreation purposes.

4 Section 5. Any act consistent with the authority and prior to
5 the effective date of this ordinance is hereby ratified and confirmed.

6 Section 6. This ordinance shall take effect and be in force
7 thirty (30) days from and after its passage and approval, if approved
8 by the Mayor, but if not approved and returned by the Mayor within ten
9 (10) days after presentation, it shall take effect as provided by
10 Municipal Code Section 1.04.020.

11 PASSED by the City Council the 19 day of Jan, 1999, and
12 signed by me in open session in authentication of its passage this
13 19 day of Jan., 1999.

14 Superior
15 President _____ of the City Council

16 Approved by me this 28th day of January 1999

17 Superior
18 Paul Schell, Mayor

19 Filed by me this 28 day of January, 1999

20 Julia E. Papp
21 City Clerk

22 (SEAL)

23 n:\doc\legislat\ballard\landerholm
24

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Open Space Parcel No. 000.000

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Agreement is made by and between Robert W. Landerholm and Christine A. Landerholm, husband and wife, ("Seller"), and The City of Seattle, a municipal corporation ("Buyer"), for purchase and sale of that certain real property situated in King County, Washington, described on Exhibit A, and all rights appurtenant thereto (the "Property"), subject to the terms and provisions set forth below. The effective date of this Agreement shall be the date this Agreement has been signed by both Seller and Buyer.

1. **PURCHASE PRICE; PAYMENT.** The total purchase price for the Property is ONE HUNDRED EIGHTEEN THOUSAND DOLLARS AND NO/100ths (US\$118,000.00) ("Purchase Price"). The Purchase Price is payable as follows:
 - 1.1 **Deposit.** When this Agreement is signed by both Buyer and Seller, Buyer will deposit with Pacific Northwest Title Company of Washington, Inc. ("Closing Agent"), at 1201 Third Avenue, Suite 3800, Seattle, Washington 98101, a copy of this Agreement and Buyer's earnest money deposit in the amount of TWO THOUSAND DOLLARS AND NO/100ths (US\$2,000.00) ("Deposit") in the form of a check made payable to Closing Agent. Closing Agent will apply or disburse the Deposit as provided in this Agreement. Upon closing, the Deposit will be applied to the Purchase Price.
 - 1.2 **Balance of Purchase Price.** The balance of the Purchase Price will be paid at closing in cash.
2. **TITLE.**
 - 2.1 **Deed.** At closing, Seller will execute and deliver to Buyer a statutory warranty deed conveying good and marketable title to the Property free and clear of all defects or encumbrances except for the lien of real estate taxes and drainage service charges not yet due and payable and those defects or encumbrances (if any) identified on Exhibit A (collectively, "Permitted Exceptions").
 - 2.2 **Title Insurance.** At closing, Buyer shall receive (at Buyer's expense) an owner's Standard ALTA policy of title insurance, dated as of the closing date and insuring Buyer in the amount of the Purchase Price against loss or damage by reason of defect in Buyer's title to the Property subject only to the printed exclusions and general exceptions appearing in the policy form and any Permitted Exceptions.
3. **RISK OF LOSS.** Seller will bear the risk of loss of or damage to the Property until the date of closing. In the event of land slides affecting the Property, destruction of vegetation, or other material loss of or damage to the Property prior to closing, Buyer may terminate this Agreement by giving notice of termination to Seller. Closing Agent shall refund the Deposit to Buyer and the parties shall have no further rights or obligations in connection with this Agreement.
4. **SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Seller represents, warrants and covenants to Buyer at the date of execution of this Agreement and the date of closing that:
 - 4.1 **Authority.** Seller, and the person signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations, and if Seller is a corporation, all necessary corporate action to authorize this transaction has been taken;
 - 4.2 **No Leases.** The Property is not subject to any leases, tenancies or rights of persons in possession;
 - 4.3 **No Material Defect.** Seller is unaware of any material defect in the Property;
 - 4.4 **Debris and Personal Property.** Prior to closing, Seller will remove all debris and personal property located on the Property (if any), at Seller's cost and expense, and Seller will indemnify and hold Buyer harmless from all claims and expenses arising from such removal;
 - 4.5 **Contamination.** Seller has not received notification from any agency suggesting that the Property is in violation of any environmental laws or is or may be targeted for a Superfund cleanup. To the best of Seller's knowledge, the Property has not been used for dumping, as a landfill, waste storage or disposal site, or for the storage or disposal of any chemicals, petroleum products, or hazardous or dangerous wastes or substances;
 - 4.6 **Fees and Commissions.** Seller shall pay for any broker's or other commissions or fees incurred by Seller in connection with the sale of the Property and Seller shall indemnify and hold Buyer harmless from all such claims for commissions and/or fees; and
 - 4.7 **Vegetation.** Seller has not entered into any contract or agreements, either written or verbal, concerning removal, topping or other disturbance or destruction of vegetation on the Property. Except in the case of emergency, vegetation on the Property shall not be pruned, cut, removed or otherwise disturbed or destroyed during the term of this Agreement without the prior written consent of Buyer. If the vegetation on the Property is removed, pruned, topped or otherwise disturbed or destroyed during the term of this Agreement, then, at the election of Buyer, this Agreement shall be rescinded or Seller shall replant and restore the damaged or destroyed vegetation at Seller's sole cost and expense at a time and according to a revegetation plan acceptable to Buyer. In the event that the closing date is prior to the optimum time of year for revegetation, then, at Buyer's election, sufficient funds to complete the revegetation plan shall be held back at closing from Seller's proceeds.
5. **BUYER'S CONDITIONS.**
 - 5.1 **Feasibility Period.** This Agreement is subject to Buyer's approval, in Buyer's sole discretion, of surveys, studies and reports received, commissioned or performed by Buyer or Buyer's agents. Buyer shall have NINETY (90) days from the date both Seller and Buyer have signed this Agreement to satisfy or waive this condition ("Feasibility Period"). Buyer may, at its option, extend the Feasibility Period ONE (1) time for THIRTY (30) days, by delivering to Closing Agent before expiration of the Feasibility Period written notice to extend Feasibility Period. If Buyer fails to deliver notice of satisfaction or waiver to Closing Agent before expiration of the Feasibility Period (as extended, if applicable), this Agreement will terminate and Closing Agent will return the Deposit to Buyer upon demand. During the Feasibility Period (as extended, if applicable), Buyer and its agents may enter the Property at reasonable times to perform such studies and surveys as Buyer deems necessary, provided that Buyer will not perform any excavation or coring on the Property without Seller's prior consent. If Buyer performs any excavation or coring activities, Buyer will restore the Property.
 - 5.2 **City Council Approval.** Buyer's obligation to close this transaction is conditioned on receipt of an ordinance approving Buyer's acquisition of the Property passed by the Seattle City Council and signed by the Mayor. If this condition has not been waived by Buyer in writing or satisfied by January 31, 1999, the Agreement shall become null and void, the Deposit shall be returned to Buyer, and the parties shall have no further rights or obligations under the Agreement.
6. **CLOSING.**
 - 6.1 **Time for Closing.** This sale will be closed in the office of Closing Agent not later than thirty (30) days from the date of Buyer's written notice of satisfaction or waiver of Buyer's Conditions. Buyer and Seller will deposit in escrow with Closing Agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. As used in this Agreement, "closing" or "date of closing" means the date on which all appropriate documents are recorded and proceeds of sale are available for disbursement to Seller. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of this definition, as available for

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ATTACHMENT

Open Space Parcel No. 300.000

disbursement to Seller.

6.2 Prorations; Closing Costs. Taxes and drainage service fees for the current year and collected rents, if Buyer has agreed to purchase the Property subject to a lease or leases, will be prorated as of the date of closing. Buyer will pay the premium for its owner's title insurance policy, the cost of recording the statutory warranty deed from Seller, and the Closing Agent's escrow fee.

6.3 Possession. Buyer shall be entitled to possession of the Property upon closing.

7. DEFAULT. Time is of the essence of this Agreement. If Seller has performed all of Seller's covenants and obligations under this Agreement, title is insurable as provided in Section 2.2. Seller's representations and warranties are true and accurate. Buyer's conditions (if any) are satisfied or waived, and Buyer fails or refuses to purchase the Property through no fault of Seller, the Deposit and Extension Fees (if any) will be forfeited to Seller and Buyer will have no further obligations or liability under this Agreement. If Seller is unable to (or does not) perform its covenants and obligations under this Agreement, if title is not insurable as provided in Section 2.2, or if Seller's representations and warranties are not all true and accurate, Closing Agent will return the Deposit to Buyer upon demand by Buyer, and Buyer may seek specific performance of this Agreement, damages or rescission. In any suit, action or appeal to enforce this Agreement or to interpret this Agreement, the prevailing party is entitled to recover its costs incurred therein, including attorneys' fees.

8. NOTICES. All notices, waivers, elections, approvals and demands required or permitted to be given under this Agreement must be in writing and personally delivered, sent by United States certified mail, return receipt requested, to the addressee's mailing address set forth below, or sent by telecopy to the addressee's fax number set forth below. Any notice will be effective when actually received or, if mailed as provided herein, on the earlier of actual receipt or two (2) days after the date deposited in the mail.

If to Buyer:

Open Space Program
800 Maynard Avenue South
Fourth Floor
Seattle, Washington 98134
Telephone: (206) 684-0787
Fax: (206) 233-3849
Attention: Richard Frith

If to Seller:

Robert W. and Christine A. Landerholm
723 Melody Lane
Edmonds, Washington 98020-2849
Telephone: (425) 778-8116 (work for Robert)
(425) 712-7187 (home)

If to Closing Agent:

Pacific Northwest Title of Washington, Inc.
1201 Third Avenue
Suite 3800
Seattle, Washington 98101
Attention: Dora Maxwell
Telephone: (206) 622-1040
Fax: (206) 343-4720

9. GENERAL. This Agreement is the entire agreement of Buyer and Seller with respect to the Property and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers under this Agreement must be in writing. A waiver of any right or remedy in the event of a default will not constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement is for the benefit of, and binding upon, Buyer and Seller and their heirs, personal representatives, successors and assigns. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.
10. ACCEPTANCE. This Agreement shall become null and void unless executed by Seller and received by Richard Frith or Donald M. Harris at the address referenced above not later than 5:00 p.m. Tuesday, December 15, 1993.
11. SURVIVAL OF WARRANTIES. The terms, covenants, representations and warranties shall not merge in the deed of conveyance, but shall survive closing.

BUYER:

The City of Seattle is a municipal corporation

By:

Ken R. Bunde
Ken R. Bunde
Superintendent of the Department of Parks and Recreation

Date:

12/23/93

SELLER:

By:

Robert W. Landerholm
Robert W. Landerholm
Christine A. Landerholm
Christine A. Landerholm

Date:

Dec. 3, 1993

Seller acknowledges receipt of a copy of this Purchase and Sale Agreement signed by Buyer and Seller.

Robert W. Landerholm

Date

Christine A. Landerholm

Date

EXHIBIT "A"

(LEGAL DESCRIPTION)

Lot 2, Block 6, Brygger's First Home Addition to the City of Ballard, according to the plat thereof recorded in Volume 10 of Plats, page 92, in King County, Washington.

Permitted Exceptions

None.

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City of Seattle

Paul Schell, Mayor

Seattle Department of Parks and Recreation
Kenneth R. Bounds, Superintendent

December 29, 1998

The Honorable Sue Donaldson, President
The Seattle City Council
600 Fourth Avenue
11th Floor Municipal Building
Seattle, Washington 98104-1873

VIA: Anne Fiske-Zuniga, Budget Director, City Budget Office

Subject: AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the Superintendent of Parks and Recreation to acquire, for open space, park, and recreation purposes, Lot 2, Block 6, Brygger's First Home Addition to the City of Ballard, according to the plat thereof recorded in Volume 10 of Plats, page 92, in King County, Washington, and to accept and record the deed.

Dear Members:

We request the adoption of the attached Ordinance authorizing acquisition of one lot in Ballard/Greenwood Neighborhood Open Space Project area for open space, park, and recreation purposes. This is the second proposed acquisition of open space property identified by the Ballard Open Space Coalition (BOSC). Ordinance 118330 previously authorized negotiation for properties in the Ballard/Greenwood Neighborhood Open Space Project area and appropriated Conservation Futures Funds for such purposes.

The proposed acquisition is one of the priority open space properties identified by Ballard Open Space Coalition (BOSC), which served as the open space committee during Phase I of Neighborhood Planning for the Ballard Crown Hill neighborhood. Members of BOSC conducted an extensive community effort to identify all potential open space opportunities serving the Ballard/Crown Hill neighborhood. Starting in 1995, BOSC held over ten meetings, which included three widely publicized public workshops, to prioritize and receive feedback from the community on potential acquisition properties. From an inventory of 126 open space opportunities, the list was narrowed to 16 sites using criteria identified at the community forums and was then published in the Ballard News-Tribune. This list was then further screened using Conservation Futures criteria and prioritized. BOSC continued its effort to contact the owners, received review and input from the Seattle Open Space Citizens' Oversight Committee, and submitted a final list to the King County Citizens Open Space Oversight Committee as required by the Conservation Futures grant for the Ballard/Greenwood Neighborhood Open Space Project they had previously approved.

The Open Space Program has successfully negotiated the acquisition of the property for \$118,000 and is seeking authority to conclude the acquisition. This acquisition represents a successful step in the implementation of the recommendations from community-based neighborhood planning.

2911 Second Avenue, 4th Floor, Seattle, WA 98121-1079
Tel: (206) 684-4075, TDD: (206) 233-7061

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

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Landerholm Letter
12/23/98
Page 2

The property is informaliy known as the West Ballard/Sunset Hill p-patch and will be used as a community garden. It is located at 2845 NW 58th Street.

If you need further information, please contact Donald Harris, Director of Environmental Programs for the Department of Parks and Recreation, at 684-8018.

Sincerely,

Kenneth R. Bounds
Superintendent

Attachments

cc: Donald Harris, Director, Environmental Programs

n:\legis\ballard\landerholm cover letter

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Fiscal Note: Ballard Property Acquisition

Department: Parks and Recreation	Contact Person/Phone: Donald Harris 4-8018	CBO Analyst/Phone: Kris Castleman 4-8367
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Legislation Title:

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the Superintendent of Parks and Recreation to acquire, for open space, park, and recreation purposes, Lot 2, Block 6, Brygger's First Home Addition to the City of Ballard, according to the plat thereof recorded in Volume 10 of Plats, page 92, in King County, Washington, and to accept and record the deed.

Summary of the Legislation:

The legislation authorizes the acquisition of one parcel in western Ballard to be used as a p-patch.

Background (Include justification for the legislation and any funding history, if applicable):

Negotiation for properties identified for the Ballard/Greenwood Neighborhood Open Space project was authorized by Ordinance 118330. Acquisition of specific properties requires City Council authorization.

Sustainability Issues (related to grant awards):

N/A

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Estimated Expenditure Impacts:

FUND	1998	1999	2000 or beyond
1996-1997 Annual CFT Neighborhood Open Space		\$118,000	
Estimated total:			

One-time \$118,000

On-going \$ _____

Estimated Revenue Impacts:

FUND	1998	1999	2000
TOTAL			

One-time \$ _____

On-going \$ _____

Estimated FTE Impacts: You should be able to identify if there are any FTE impacts.

FUND	1998	1999	2000
TOTAL			

Year ____: # Full Time ____ # Part Time ____ # TES ____

Do positions sunset in the future? If so, when?

N/A

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

None

[n:legisl/ballrad/landerholm fiscal note]

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TIME AND DATE STAMP

7/6/99

SPONSORSHIP

THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY
THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

Neil L. Hunter

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO: _____

PRESIDENT'S SIGNATURE

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STATE OF WASHINGTON - KING COUNTY

101844
City of Seattle, City Clerk

—ss.

No. ORD. TITLES

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

CTOR: 119353-119355

was published on

02/04/99

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

Subscribed and sworn to before me on

02/04/99

Notary Public for the State of Washington,
residing in Seattle

Affidavit of Publication

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City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on January 19, 1999, and published here by title only, will be mailed, at no cost, upon request for two months after this publication. For further information, contact the Seattle City Clerk at 624-8344.

ORDINANCE NO. 119953

AN ORDINANCE establishing three positions in the Legislative Department.

ORDINANCE NO. 119954

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the Superintendent of Parks and Recreation to acquire, for open space, park, and recreation purposes, Lot 2, Block 6, Brygger's First Home Addition to the City of Ballard, according to the plat thereof recorded in Volume 10 of Plate, page 92, in King County, Washington, and to accept and record the deed.

ORDINANCE NO. 119955

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

Publication ordered by JUDITH PIP-
PIN, City Clerk.

Date of official publication in Daily
Journal of Commerce, Seattle, February 4,
1999. 2/4/1999

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