

Ordinance No. 119900

Council Bill No. 113111

AN ORDINANCE relating to Seattle Public Utilities, authorizing execution of a Purchase and Sale Agreement and acceptance of a Statutory Warranty Deed in connection with the acquisition of two parcels of property situated at 2343 and 2347 Northeast 86<sup>th</sup> Street, Seattle, King County, Washington.

CF No. \_\_\_\_\_

Date Introduced:	FEB 28 2000		
Date 1st Referred:	FEB 28 2000	To: (committee) Water Resources, Solid Waste & Public Health Committee	
Date Re - Referred:	3/28/00	To: (committee) <u>Water &amp; Health Committee</u>	
Date Re - Referred:		To: (committee) <u>Action: passed</u>	
Date of Final Passage:	4-3-00	Full Council Vote: <u>70</u>	
Date Presented to Mayor:	4-3-00	Date Approved: <u>4/7/00</u>	
Date Returned to City Clerk:	4/10/00	Date Published:	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoes by Mayor:		Date Veto Published:	
Date Passed Over Veto:		Veto Sustained:	

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: \_\_\_\_\_

Committee Action

4-3-00 Passed 70 (Excused)

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

Law Department

Law Dept. Review

OMP  
Review

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City Clerk  
Review

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**The City of Seattle - Legislative Department**

Council Bill/Ordinance sponsored by: \_\_\_\_\_

*Margaret Paglar*

Councilmember

**Committee Action:**

*4-3-00 Passed 7-0 (Excused: Compton, Drago)*

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

Committee: \_\_\_\_\_

(Initial/Date)

*Law Department*

Law Dept. Review

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City Clerk  
Review

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ORDINANCE 119900

AN ORDINANCE relating to Seattle Public Utilities, authorizing execution of a Purchase and Sale Agreement and acceptance of a Statutory Warranty Deed in connection with the acquisition of two parcels of property situated at 2343 and 2347 Northeast 86<sup>th</sup> Street, Seattle, King County, Washington.

WHEREAS, the City's 1995 *Comprehensive Drainage Plan Update* highlighted the immediate need for wastewater management, control of storm water drainage and fish habitat restoration within the Thornton Creek drainage basin; and

WHEREAS, in accordance with the 1999-2000 Spot Drainage Property Acquisition Project, Seattle Public Utilities has continued to complete extensive creek restoration, salmon enhancement and sewer line protection work within that drainage basin; and

WHEREAS, Thornton Creek is a vital drainage and habitat facility, and maximizing detention within the site over time could potentially alleviate downstream drainage problems while restoring habitat for fish; and

WHEREAS, the City of Seattle shall acquire the hereinafter described property for developing a storm drain retention area and a flood control facility, and for providing permanent access to Thornton Creek; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of Seattle Public Utilities is hereby authorized to purchase the following described property from Alan W. Ruesch and Diane L. Ruesch, husband and wife, at the fair market value of One Hundred Thirty Thousand Dollars (\$130,000.00):

Parcel A

That portion of Lots 2 and 3, Acre 4, of Tract 8, Maple Leaf Addition to Green Lake Circle, according to the plat thereof recorded in Volume 2 of Plats, page 115, in King County, Washington, described as follows:  
Beginning at the northwest corner of said Lot 2;  
thence southerly 90.00 feet along the west line of said Lot 2;  
thence easterly 83.99 feet, parallel with the north line of said tract to the westerly margin of Ravenna Avenue NE as now existing 60.00 feet in width;  
thence northwesterly along said street margin 93.41 feet to the north line of said tract;  
thence westerly 60.33 feet to the point of beginning;

Parcel B:

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1 That portion of Lots 2 and 3, Acre 4, and Lot 3, Acre 5, Tract 8, Maple Leaf Addition to  
2 Green Lake Circle, according to the plat thereof recorded in Volume 2 of Plats, page 115,  
in King County, Washington, described as follows:

3 Beginning at a point on the west line of said Lot 2, lying southerly thereon 90.00 feet  
4 from the northwest corner of said Lot 2 and continuing;  
5 thence southerly 55.84 feet to the southwest corner of said Lot 2;  
6 thence easterly along the south lines of said lots, 98.66 feet to the westerly margin of  
7 Ravenna Avenue NE as now existing 60.00 feet in width;  
8 thence northerly along said street margin 57.96 feet to an intersection with a line parallel  
9 with the north line of said tract and running through the point of beginning;  
10 thence westerly along said parallel line 83.99 feet to the point of beginning.

11 Section 2. The Director of Seattle Public Utilities is hereby authorized to accept a Statutory  
12 Warranty Deed to effectuate the purchase of the above-described real property in accordance with the  
13 terms and conditions of the Purchase and Sale Agreement attached hereto as Exhibit A.

14 Section 3. The acquisition shall be funded through the 1999-2000 Spot Drainage Property  
15 Acquisition Project (C3AA302), and the above-described real property shall be placed under the  
16 jurisdiction of Seattle Public Utilities.

17 Section 4. Any act pursuant to and prior to the effective date of this ordinance is hereby ratified  
18 and confirmed.  
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1 Section 5. This ordinance shall take effect and be in force thirty (30) days from and after its  
2 approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after  
3 presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

4 Passed by the City Council the 3<sup>rd</sup> day of April, 2000, and signed by me in open  
5 session in authentication of its passage this 3<sup>rd</sup> day of April, 2000.

6 Margaret C. Rogers  
7 President of the City Council

8 Approved by me this 7<sup>th</sup> day of April, 2000.

9 Paul Schell  
10 Mayor

11  
12 Filed by me this 10<sup>th</sup> day of April, 2000.

13 Jessie E. Pippin  
14 City Clerk

15 (Seal)  
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**EXHIBIT A**

**REAL ESTATE PURCHASE AND SALE AGREEMENT**

This Agreement is made by and between Alan W. Ruesch and Diane L. Ruesch, husband and wife ("Seller") and The City of Seattle, a municipal corporation, acting by and through its Seattle Public Utilities ("Buyer"), for purchase and sale of that certain real property and appurtenances thereon situated in King County, Washington, legally described on Exhibit A, together with 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 and Thirty Thousand and no/100 Dollars (US \$130,000.00) ("Purchase Price"). The Purchase Price is payable as follows:

- 1.1 Deposit. Within 10 working days from the date this Agreement is signed by both Buyer and Seller, Buyer will deposit in escrow with Pacific Northwest Title Company of Washington ("Closing Agent"), a copy of this Agreement and Buyer's earnest money deposit in the amount of Five Thousand and no/100 Dollars (US \$5,000.00) ("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, One Hundred Twenty Five Thousand and no/100 dollars (US \$125,000.00), in cash at closing.

**2. TITLE**

- 2.1 Title Insurance. Within ten (10) days after the date of this Agreement, Seller shall cause to be furnished to Buyer an ALTA form commitment for an owner's standard coverage policy of title insurance, issued through Pacific Northwest Title Company describing the Property, listing the Buyer as the prospective insured, and showing as the policy amount the Purchase Price (the "Title Commitment"). Buyer shall have ten (10) days after receipt of the Title Commitment to disapprove any exceptions contained therein. If Buyer disapproves any exceptions listed on the Title Commitment, Seller shall have the option to terminate the Agreement or attempt to correct the exceptions to the Buyer's satisfaction. If Seller elects to terminate the Agreement or does not remove the disapproved exceptions, Buyer as its sole and exclusive remedy, shall be entitled to a refund of the Earnest Money. Any title exceptions not disapproved by the Buyer within ten (10) day period shall be deemed accepted by the Buyer (the "Permitted Exceptions").
- 2.2 Deed. At Closing, the Seller will execute and deliver to Buyer a statutory warranty deed conveying title to the Property free and clear of all defects or encumbrances except for Permitted Exceptions and any other exceptions waived by the Buyer.

**1. INSPECTION**

Commencing on the date of this Agreement, Buyer shall have until March 1, 2000 to investigate and inspect the suitability and feasibility of the Property for Buyer's intended use at the Buyer's expense ("Feasibility Period"). Buyer shall provide Seller with written notice of Buyer's determination that the Property is not suitable prior to the end of the Feasibility Period or the Property shall be deemed suitable and feasible for the Buyer's purposes.

**2. BUYER'S CONTINGENCIES.**

Buyer shall have until March 1, 2000 (i) to determine, in its sole discretion, the suitability of the Property for Buyer's intended use and (ii) for the Seattle City Council by ordinance to authorize and approve the execution of this





Agreement and acquisition of the Property ("Feasibility Period"). If Buyer fails to deliver to Seller written notice that Buyer has determined the Property to be suitable and the Seattle City Council has approved this Agreement prior to the end of the Feasibility Period, the Property shall be deemed unsuitable for Buyer's purposes and this Agreement shall terminate. In such case and upon Buyer's notice of termination to the Closing Agent, the Closing Agent shall refund the Deposit to Buyer and the parties shall have no further rights or obligations in connection with this Agreement.

3. RIGHT OF ENTRY.

Seller hereby grants to Buyer and its employees, agents and contractors, the right to enter upon the Property from time to time during the Feasibility Period, for the purpose of conducting therein and thereon such inspections, investigations and studies, the City of Seattle as Buyer may reasonably deem necessary or appropriate in order to determine the feasibility of purchasing the Property. Buyer agrees to restore to its previous condition any portion of the Property disturbed by Buyer's investigations or studies.

4. 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 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 and Closing Agent unless such loss or damage is caused by the Buyer. Upon such notification, Closing Agent shall refund the Deposit to Buyer and the parties shall have no further rights or obligations in connection with this Agreement.

5. 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:

- 7.1 Authority. Seller, and the person or persons signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations;
- 7.2 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.
- 7.3 Fees and Commission. Buyer and Seller each represent that it has had no dealing with any real estate brokers or agents in connection with the negotiation of this transaction. Buyer and Seller shall indemnify and hold each other harmless from and against any and all liability and costs which the other may suffer in connection with real estate brokers claiming by, through, or under that party seeking any commission, fee or payment in connection with this transaction.
- 7.4 Vegetation. Seller has not entered, and prior to closing shall not enter, into any contract or agreements, either written or verbal, concerning cutting, removal, topping or other disturbance or destruction of vegetation on the Property.

8. CONDITION OF PROPERTY.

Buyer acknowledges and agrees that it is relying solely on its inspection and investigation of the property, and accepts the property "AS-IS", "WHERE-IS" in its present condition. Buyer acknowledges and agrees that the Seller has made no warranty or representation of any kind, oral or written, expressed or implied, with respect to any condition of the Property, including without limitation, the habitability, tenantability, or fitness for a particular purpose of the Property, the presence or absence of any hazardous substances, wastes or materials as defined by State, Federal or Local law, all of which warranties seller hereby expressly disclaims

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9. CLOSING

9.1 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 real estate excise taxes (if any are due), 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.

9.2 Time for Closing. This sale will be closed in the office of Closing Agent on a date mutually agreed upon by the Buyer and Seller, but not later than 15 March 2000. 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 his definition, as available to disbursement to Seller.

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

10. 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., 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 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 all covenants and obligations under this Agreement, if title is not insurable as provided in Section 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, as Buyer's sole and exclusive remedy and Seller and Buyer shall have no further obligations or liability under this Agreement.

11. NOTICES.

All notices, waivers, elections, approvals and demands required or permitted to be given under this Agreement shall 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:

Attn: Ron Perkerewicz  
Seattle Public Utilities  
Dexter Horton Building Floor 10  
710 Second Avenue  
Seattle, WA 98104-1714

Phone: 206-615-0741  
Fax: 206-615-1215

If to Seller:

Alan Ruesch & Diane Ruesch  
4518 91st Ave SE  
Mercer Island, WA 98040  
Phone: 206-236-1164

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If to Closing Agent:

Attn: Laura Johnson Escrow Officer  
Pacific Northwest Title Company of Washington Inc..  
1201 Third Ave, Suite 3800  
Seattle, Wa 98101

Phone: 206-343-1321  
FAX: 206-343-4720

11. GENERAL.

This 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. All exhibits are hereby incorporated into this Agreement.

12. SURVIVAL OF WARRANTIES.

The terms, covenants, representations and warranties shall not merge in the deed of conveyance, but shall survive closing.

13. ACCEPTANCE.

This Agreement shall become null and void unless executed by Seller and received by Ron Perkerewicz at the address referenced above not later than 4:00 PM, Wednesday, 5 January 2000

Buyer: The City of Seattle

By: \_\_\_\_\_  
Diana Gale  
Director, Seattle Public Utilities

Date: \_\_\_\_\_

Seller: By: \_\_\_\_\_  
Alan W. Ruesch

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Diane L. Ruesch

Date: \_\_\_\_\_

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### **Legislation Fiscal Note**

Each piece of legislation that is financial in nature will be accompanied by a fiscal note. The fiscal note should be drafted by department staff and will identify operating, capital, revenue, and FTE impacts of the legislation.

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>CBO Analyst/Phone:</b>
SPU – Real Estate Services	Ron Perkerewicz 615.0741	Jeff Davis 684.8071

**Legislation Title:** An Ordinance relating to Seattle Public Utilities accepting an executed Purchase and Sale Agreement and Statutory Warranty Deed in connection with the acquisition of two parcels of property commonly known as the Ruesch's property situated at 2343 and 2347 Northeast 86<sup>th</sup> Street, Seattle, King County, Washington, as authorized by Ordinance No. 119246.

**Summary of the Legislation:** Legislation authorizing the acceptance of executed Purchase and Sale Agreement and Statutory Warranty Deed, in connection with the acquisition of property from Alan W. Ruesch and Diane L. Ruesch, husband and wife, for the purchase price of \$130,000.00, for salmon enhancement, flood control, as well as developing drain water retention area and providing access to Thornton Creek.

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

The City's 1995 Comprehensive Drainage Plan Update identified problems within the Thornton Creek drainage basin, such as the need for wastewater management, control of storm water drainage and restoration of fish habitat. Seattle Public Utilities continues to strive in its efforts of restoration and improvements to our urban creeks in accordance with the 1999- 2000 Spot Drain Property Acquisition Project. Acquisitions are for developing more storm water detention area, as well as providing restoration and enhancement to the creek and salmon's habitat. The acquisition will be funded through the 1999-2000 Spot Drain Property Acquisition Project. (Ruesch C3AA302)

**Sustainability Issues (related to grant awards):** N/A

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**Estimated Expenditure Impacts:**

FUND	2000	2001	2002
1999-2000 Spot Drain Property Acquisition Project (C3AA302)	\$130,000.00		
<b>TOTAL</b>	<b>\$130,000.00</b>		

The total purchase price is \$130,000.00. \$5,000.00 of earnest money has been deposited into an escrow account and will be applied to the total purchase price. The remaining balance of \$125,000.00 is due at closing.

**Estimated Revenue Impacts:**

FUND	2000	2001	2002
N/A			
<b>TOTAL</b>			

One-time \$ \_\_\_\_\_ On-going \$ \_\_\_\_\_

**Estimated FTE Impacts:**

FUND	2000	2001	2002
N/A			
<b>TOTAL</b>			

# 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):**  
N/A

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## City of Seattle

Paul Schell, Mayor

### Seattle Public Utilities

Diana Gale, Director

March 1, 2000

Margaret Pageler, President  
City Council  
City of Seattle

VIA: Mayor Paul Schell  
ATTN: Joan Walters, Budget Director

Dear Council President Pageler:

Seattle Public Utilities respectfully request the City Council's enactment of legislation accepting an executed Purchase and Sale Agreement and Statutory Warranty Deed, in connection with the acquisition of two parcels of property situated at 2343 and 2347 Northeast 86<sup>th</sup> Street, Seattle, King County, Washington.

The property will be acquired from Alan W. Ruesch and Diane L. Ruesch, husband and wife, at the fair market value of \$130,000.00. The earnest money, \$5,000.00, has been deposited into an escrow account and will be applied to the purchase price. The remaining balance of \$125,000.00 is due at closing. The acquisition will be funded through the 1999-2000 Spot Drainage Property Acquisition Project (Ruesch C3AA302) and will be placed under the jurisdiction of Seattle Public Utilities.

Seattle Public Utilities continues to pursue its goals of creek restoration, salmon enhancement and sewer line protection projects within the Thornton Creek drainage basin. Acquisitions are for the purpose of developing more storm water detention area, as well as providing restoration and enhancement to the creek and salmon's habitat.

Seattle Public Utilities recommends that legislation is passed accepting the aforementioned documents in connection with the acquisition of the Ruesch's property as authorized by Ordinance No. 119246.

For more information, please contact Ron Perkerewicz, in Real Estate Services at 615.0741.

Sincerely,

Diana Gale, Director  
Seattle Public Utilities

Dexter Horton Building, 10th Floor, 710 Second Avenue, Seattle, WA 98104

Tel: (206) 684-5851, TTY/TDD: (206) 233-7241, Fax: (206) 684-4631, Internet Address: <http://www.ci.seattle.wa.us/util/>  
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## City of Seattle

Paul Schell, Mayor

### Seattle Public Utilities

Diana Gale, Director

February 16, 2000

Margaret Pageler, President  
City Council  
City of Seattle

VIA: Mayor Paul Schell  
ATTN: Joan Walters, Budget Director

Dear Council President Pageler:

Seattle Public Utilities respectfully request the City Council's enactment of legislation accepting an executed Purchase and Sale Agreement and Statutory Warranty Deed, in connection with the acquisition of two parcels of property situated at 2343 and 2347 Northeast 86<sup>th</sup> Street, Seattle, King County, Washington.

The property will be acquired from Alan W. Ruesch and Diane L. Ruesch, husband and wife, at the fair market value of \$130,000.00. The earnest money, \$5,000.00, has been deposited into an escrow account and will be applied to the purchase price. The remaining balance of \$125,000.00 is due at closing. The acquisition will be funded through the 1999-2000 Spot Drainage Property Acquisition Project (Ruesch C3AA302) and will be placed under the jurisdiction of Seattle Public Utilities.

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For more information, please contact Ron Perkerewicz, in Real Estate Services at 615.0741.

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Diana Gale, Director  
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STATE OF WASHINGTON - KING COUNTY

117137  
City of Seattle, City Clerk

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No. TITLES ONLY

Affidavit of Publication

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

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

CTOT:119900-119902 0

was published on

04/17/00

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

04/18/00

Notary Public for the State of Washington,  
residing in Seattle

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinance, passed by the City Council on April 2, 1900, and published here by title only, will be made upon request, or can be secured absolutely at <http://cityofseattle.org>. For further information, contact the Seattle City Clerk at 624-4804.

ORDINANCE NO. 118900

AN ORDINANCE relating to Seattle Public Utilities; authorizing acquisition of a Purchase and Sale Agreement and acceptance of a Statutory Declaration in connection with the acquisition of the property of property owned by the City of Seattle, King County, Washington.

ORDINANCE NO. 118901

AN ORDINANCE relating to Seattle Public Utilities; authorizing grant of easements over, under and across portions of properties known as the Lake Youngs Canal right of way and the Lake Youngs Canal Works property, all located in Section 17, Township 28 North, Range 3 East, W.M., in King County, Washington, and establishing the fair market value thereof.

ORDINANCE NO. 118902

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

Publication ordered by JUDITH PIP-  
PIN, City Clerk.

Date of official publication in Daily  
Journal of Commerce, Seattle, April 17,  
2000. 0170117137

Affidavit of Publication

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