

Ordinance No. 122319

Council Bill No. 115799

AN ORDINANCE authorizing amendment of the Property Use and Development Agreement executed and recorded pursuant to Ordinance 113093, regarding property located on Myers Way South.

CF No. _____

Date Introduced:	12.4.06	
Date 1st Referred:	12.4.06	
Date Re - Referred:	To: (committee) Full Council	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote: 9-0	
Date Presented to Mayor:	Date Approved: 12.21.06	
Date Returned to City Clerk:	Date Published: 2	T.O. <input type="checkbox"/> F.T. <input checked="" type="checkbox"/>
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: Licata
Councilmember

Committee Action:

FC 12/11/00 PASSED 9-0

This file is complete and ready for presentation to Full Council. Committee: _____
(initial/date)

12-21-06 tw

Law Dept. Review OMP Review City Clerk Review Electronic Copy Loaded Indexed

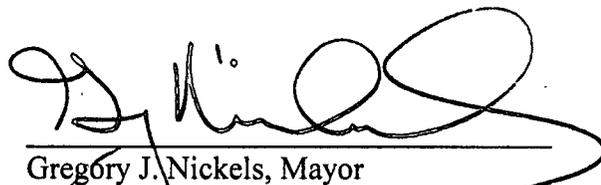
1 Use and Development Agreement recorded pursuant to Ordinance 113093 and Ordinance
2 113271.

3 Section 2. This ordinance shall take effect and be in force thirty (30) days from and after
4 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days
5 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.
6

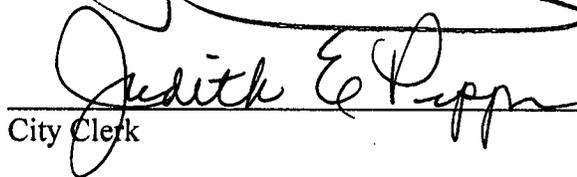
7
8 Passed by the City Council the 11th day of December, 2006, and signed by me in open
9 session in authentication of its passage this 11th day of December, 2006.
10

11 
12 _____
13 President _____ of the City Council

14 Approved by me this 21st day of December, 2006.

15 
16 _____
17 Gregory J. Nickels, Mayor

18 Filed by me this 21st day of December, 2006.

19 
20 _____
21 City Clerk

22 (Seal)

23
24 Attachment A: Amended Property Use and
25 Development Agreement
26
27
28

After Filing Return To:
Brenda Bauer
City of Seattle
Fleets and Facilities Department
Seattle Municipal Tower, Suite 5200
700 5th Avenue
P.O. Box 94689
Seattle, Washington 98124-4689

AMENDED PROPERTY USE AND DEVELOPMENT AGREEMENT

Grantor(s):

1. City of Seattle, a municipal corporation

Grantee(s):

1. City of Seattle, a municipal corporation

Abbreviated Legal Description (lot, block and plat name, or section-township-range):

A portion of the Southeast Quarter of the Southeast Quarter of Section 31 and the Southwest Quarter of Section 32 Township 24 North, Range 4 East, W.M. in King County Washington. Also a portion of the Northeast Quarter of the Northeast Quarter of Section 6 and the Northwest Quarter of the Northwest Quarter of Section 5, Township 23 North, Range 4 East, W.M., in King County, Washington.

Additional legal description is on page 1-2 of document

Assessor's Property Tax Parcel Account Number(s):

052304 9256	052304 9026
052304 9259	062304 9053
312404 9024	645330 0110
062304 9001	052304 9013
052304 9012	322404 9082
052304 9257	052304 9258
052304 9052	052304 9024

Reference Numbers of Documents Assigned or Released (if applicable):

Supersedes and replaces document recorded under King County No. 8609231392.



Attachment A

AMENDED PROPERTY USE AND DEVELOPMENT AGREEMENT

This instrument, executed this date in favor of City of Seattle, a municipal corporation (herein "City"), by the undersigned owner of the within described property (herein "Owner").

WITNESSETH:

WHEREAS, in 1986, the City Council passed Ordinance No. 113093, revised by Ordinance No. 113271, approving an annexation and rezone for the following described real property in Seattle, King County, Washington (herein "the Property"), subject to the execution and recordation of a Property Use and Development Agreement (PUDA):

A portion of the Southeast Quarter of the Southeast Quarter of Section 31 and the southwest Quarter of Section 32 Township 24 North, Range 4 East, W.M., in King County Washington. Also a portion of the Northeast quarter of the Northeast Quarter of Section 6, and the Northwest Quarter of the Northwest Quarter of Section 5, Township 23 North, Range 4 East, W.M., in King County, Washington.

Beginning at the corner common to said Sections 31, 32, 6 and 5; thence North 88° 23' 50" West, along the north line of said Section 6 for 654.11 feet; thence South 05° 28' 00" West for 30.07 feet to a point being the northeasterly corner of the land conveyed to the Housing Authority of the County of King, recorded under Auditor's File No. 4413217; thence South 05° 44' 05" East, along said east line for 794.75 feet; thence South 01° 30' 25" East, along said east line for 378.91 feet to the north line of S.W. 100th Street; thence South 89° 44' 08" East, along said north line for 686.29 feet to the east line of said Section 6; thence North 05° 44' 05" West, along said east line for 186.07 feet; thence South 88° 38' 48" East for 95 feet; thence North 89° 33' 05" East for 94.68 feet; thence North 05° 44' 05" West, for 87.52 feet to the southerly line of Parcel "B", conveyed under Auditor's File No. 8002200456; thence South 64° 57' 53" East, along said southerly line, for 37.12 feet; thence North 75° 47' 11" East along said southerly line for 537.72 feet; thence North 23° 10' 47" East, for 6.66 feet to the westerly Margin of Myers Way South; thence North 34° 26' 27" West, for 47.54 feet along said westerly margin, to the beginning of a curve to the right, having a radius of 1,000.37 feet; thence northerly along said 1,000.37 foot radius curve through a central angle 18° 56' 12", an arc distance of 330.63 feet along said westerly margin to a point 43.83 feet distant southwesterly when measured at right angles from the R-line survey of secondary State Highway No. I-K (Myers Way South), as condemned for state highway under proceedings had in King County Superior Court Cause No. 670900, at Highway Engineers Station R 0+50; thence South 71° 42' 58" West for 1.17 feet to a point 45.00 feet distant southwesterly when measured at right angles from the aforementioned Highway Engineers Station 0+50; thence North 47° 05' 41" West for 114.13 feet, along the westerly margin of said secondary highway No. I-K, to a point 100.00 feet distant southwesterly when measured at right angles from said R-line at Highway Engineers Station R 1+50; thence North 18° 17' 02" West 1,284.34 feet to the north line of Parcel "C", conveyed under Auditor's File No. 8002200456; thence North 88° 38' 49" West, for 168.73 feet along



said northerly line to a point on the west line of said Section 32; thence South 01° 06' 49" West for 209.46 feet, along said west line to the southeast corner of that property conveyed to the Municipality of Metropolitan Seattle by deed recorded under King County Recording No. 7611010750; thence North 88°23' 50" West, for 590.63 feet along the south line of said deed to METRO, to the easterly margin of Second Avenue S.W., said point lying on a curve, concave to the southeast, having a radius of 300.00 feet, the radial bearing at said point is North 61° 20' 49" West; thence southerly along said 300.00 foot radius curve, through a central angle of 27° 35' 54", an arc distance of 144.50 feet to a point of tangency with the east margin of said Second Avenue S.W.; thence South 01° 03' 17" West for 468.58 feet, along said east margin, to the north margin of S.W. Roxbury Street; thence South 88° 23' 50" East, for 624.14 feet, along said north margin, to the east line of Section 31; thence South 01° 06' 49" West for 30.00 feet, along said east line to the Point of Beginning.

EXCEPT that portion condemned by the City of Seattle for Transmission Line Right-of-Way under proceedings had in King County Superior Court Cause No. 553110;

TOGETHER WITH Parcel "B" of Short Subdivision No. 78-212 of the City of Seattle recorded under King County Recording No. 7901020608; and revision recorded under Auditor's File NO. 8107020401;

BEING a portion of the Southeast Quarter of the Southeast Quarter of Section 31, Township 24 North, Range 4 East, W.M., in King County Washington;

TOGETHER WITH those portions of Government Lot 5 of said Section 5, lying westerly of the westerly margin of S.R. 509, as condemned under proceedings had in King County Superior Court Cause No. 670900 and lying easterly of Myers Way South, and lying northerly of S.W. 100th Street;

EXCEPT that portion condemned by the City of Seattle for Transmission Line Right-of-Way under proceedings had in King County Superior Court Cause No. 553110; and

WHEREAS, as part of the annexation and rezone approved by Ordinance No. 113093, the City also accepted a Property Use and Development Agreement (herein "PUDA") executed by the then owners of the Property imposing certain conditions, specifically, proposed traffic mitigation measures that related to the plans for the business park that was proposed at the time but which has never been built; and

WHEREAS, the City Council, on December ____, 2006, in Ordinance _____, granted the request to amend the PUDA to delete the now inapplicable conditions;

NOW THEREFORE, Owner hereby covenants, bargains and agrees on behalf of itself, its successors and assigns, as follows:

1. That Owner will comply with the following conditions:



a) Owner understands and agrees that it may be required to provide or pay the cost of traffic mitigation measures made necessary by improvement of the Property as part of the Master Use Permit process.

b) Owner agrees to be responsible for the development and maintenance of sufficient utility systems (including sewer, storm drains, water mains, street lighting etc.) within the Property; Specific requirements will be determined during the Master Use Permit process.

c) Owner understands and agrees that additional environmental documentation may be required for a Master Use Permit that proposes development in excess of that proposed in the environmental impact statement for the annexation.

2. This Agreement shall be recorded in the records of King County, and the covenants hereof shall be deemed to be attached to and run with the Property, and shall be binding upon the Owner, its heirs, successors and assigns, and shall apply to after-acquired title of the Owner of the Property. The primary responsibility for performing the conditions of this agreement shall be vested in Owner, but any subsequent owner shall also be bound thereby if Owner does not perform said conditions.

3. This Agreement may be amended or modified by agreement between the Owner and the City, provided, such amended agreement shall be approved by the legislative authority of the City by ordinance.

4. This Agreement shall be made for the benefit of the City and the public, and the City may institute and prosecute any proceeding in law or in equity to enforce this Agreement.

5. In the event that any covenant or restriction hereinabove contained or any portion thereof is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction hereinabove contained.

6. This Amended PUDA shall supersede and replace the PUDA dated September 20, 1986, that was recorded under King County Recording No. 8609231392.

The City of Seattle
a Washington municipal corporation

By _____
Brenda Bauer
Director of the Department of Fleets and
Facilities



COUNTY OF _____) ss. STATE OF _____)

On this ____ day of _____, 2006, before me, a Notary Public in and for the State of Washington, personally appeared Brenda Bauer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the Director fo the Department of Fleets and Facilities of the CITY OF SEATTLE, a Washington municipal corporation, to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State
of _____, residing at _____
My appointment expires _____
Print Name _____



2007 BUDGET LEGISLATION FISCAL NOTE

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Fleets and Facilities	Joan Rosenstock/4-8541	Dwight Dively/4-0503

Legislation Title: AN ORDINANCE authorizing amendment of the Property Use and Development Agreement executed and recorded pursuant to Ordinance 113093, regarding property located on Myers Way South.

- Summary of the Legislation: In 1986, the City annexed a property on Myers Way S., zoned it C2-65' and approved a Property Use and Development Agreement (PUDA) for the site. This ordinance authorizes an amendment of the PUDA that was accepted by Ordinance 113093.
- Background: In 1986, as a result of a petition from a property owner that intended to build a business park, the City annexed the property in the 9400 block of Myers Way S., zoned it C2-65' and approved a Property Use and Development Agreement (PUDA) for the site. The business park was never built, and the landowner sold the property to Nintendo. Nintendo never developed the property, and sold it to the City in 2003 for the City's new Joint Training Facility. Ordinarily, rezone ordinances have a provision that is repeated in the PUDA that would have terminated the rezone and the PUDA automatically after three years if the property development did not occur. However, Ordinance 113093 did not contain such a provision, although it does contain the ordinary provision authorizing amendment of the PUDA by ordinance approved by Council.

The Joint Training Facility only uses the northern 13 acres of the property, so the remaining area is excess to the City's needs. Therefore, the City put the property on the market in 2003, and eventually entered into a Purchase and Sale Agreement with a purchaser that plans on developing a Lowe's store that is expected to generate approximately \$500,000 annually in sales tax for the City, and four smaller pad sites along Myers Way. But some of the conditions of the PUDA that applies to the property arguably could be read to require proposed traffic mitigation improvements designed solely to mitigate impacts of the business park that was never built. To avoid that interpretation, the City is requesting that the PUDA be amended to delete the proposed traffic mitigation conditions in paragraph 1(a) of the PUDA.

- *Please check one of the following:*

X This legislation does not have any financial implications.



From: Mary Pearson
To: MacColl, Scott
Date: 11/29/2006 11:45:11 AM
Subject: Draft Substitute Legislation - Myers Way S PUDA Amendment

Scott, attached are the legislative documents related to the alternative approach to addressing the PUDA, amending it to remove specific conditions. The draft ordinance, amended PUDA and fiscal note have all been reviewed by Sandy Watson. Sandy is out ill today but can confirm for you that she has reviewed and approved.

I got your message about the timing and the 14 day notice.

If you have any questions, let me know, though I will be out of the office Dec 1 and 4.

CC: East, Emelie; Rosenstock, Joan; Watson, Sandy

STATE OF WASHINGTON – KING COUNTY

--SS.

205815
CITY OF SEATTLE, CLERKS OFFICE

No.

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.

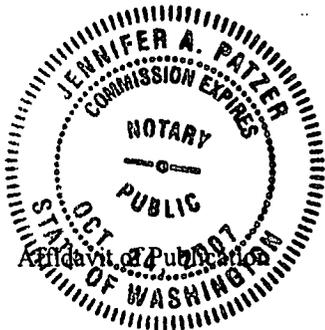
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:ORDINANCE 122319

was published on

12/28/06

The amount of the fee charged for the foregoing publication is the sum of \$ 117.30, which amount has been paid in full.



Samela Oglesky

Subscribed and sworn to before me on
12/28/06
[Signature]

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

ORDINANCE 122319

AN ORDINANCE authorizing amendment of the Property Use and Development Agreement executed and recorded pursuant to Ordinance 113093, regarding property located on Myers Way South.

WHEREAS, in 1986, the City Council passed Ordinance No. 113093, revised by Ordinance No. 113271, approving an annexation and rezone to C 2/66, for portions of Section 32, Township 24 North, Range 4 East, W.M., and of Sections 5 and 6, Township 23 North, Range 4 East, W.M., in King County; on Myers Way South in Seattle, King County, Washington (herein "the Property"); subject to the execution and recordation of a Property Use and Development Agreement (PUDA); and

WHEREAS, as part of the annexation and rezone approved by Ordinance No. 113093, the City also accepted a Property Use and Development Agreement (herein "PUDA") executed by the then owners of the Property and recorded in the King County Recorder's Office, Recording No. 8609231392, imposing certain conditions that related solely to the plans proposed for a business park that was never built; and

WHEREAS, the City of Seattle purchased the Property in 2003 for the location of a Joint Training Facility (JTF) for the Fire Department, Seattle Public Utilities, and the Department of Transportation; and

WHEREAS, approximately 31 acres of the Property are excess to the City's needs for the development of the JTF, and the Fleets and Facilities Department intends to sell the excess portion of the Property; and

WHEREAS, the conditions imposed in the PUDA executed by the then owners of the Property are not applicable to other proposed development, and the City desires to modify the PUDA to delete the inapplicable PUDA conditions; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of Fleets and Facilities is authorized to execute and record an Amended Property Use and Development Agreement for the Property described in Section 1 of Ordinance 113271, substantially in the form attached as Attachment A, that deletes the conditions currently contained in paragraphs 1-6 of subsection (a) of paragraph 1 of the Property Use and Development Agreement recorded pursuant to Ordinance 113093 and Ordinance 113271.

Section 2. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 11th day of December, 2006, and signed by me in open session in authentication of its passage this 11th day of December, 2006.

NICK LICATA,

President of the City Council.

Approved by me this 21st day of December 2006.

GREGORY J. NICKELS,

Mayor.

Filed by me this 21st day of December, 2006.

(Seal) JUDITH E. PIPPIN,

City Clerk.

Attachment A: Amended Property Use and Development Agreement

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of publication in the Seattle Daily Journal of Commerce, December 28, 2006.

12/28/200615

(b)(7)(E). The following institutional uses:

1. Water-dependent or water-related research and education facilities of colleges and universities.