Ordinance No. 121795

Council Bill No. 115250

AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at page 153 of the Official Land Use Map (Volume 14 of Plats, page 45, Records of King County) to rezone property located at 5640 16th Avenue Southwest, from Lowrise 1 (L1) to Lowrise 1 / Residential Commercial (L1 / RC) and accepting a Property Use and Development Agreement in connection therewith. (Petition of Seattle Chinese Garden Society, C.F. 306768, Project Number 2400096)

CF No.

Date Introduced: MAY 2 - 2005		
Date 1st Referred: MAY 2 - 2005	To: (committee) Urban Development & Planning	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage: 5-9-05	Full Council Vote: 9-0	
Date Presented to Mayor:	Date Approved:	
Date Returned to City Clerk:	Date Published: 4/14	T.O. ___ F.T. ✓
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

pve walk-on for 5/2/05

The City of Seattle - Legislative Department

STEINBRUECK

Council Bill/Ordinance sponsored by: Peter Steinbrueck

Councilmember

Committee Action: Approved 4-0 PS, TR, RC, JG

5-9-05 Passed 9-0

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

Law Department

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

KF
5/2/05
Chinese Garden Society Rezone CB v.5.doc
(Ver. 5)

ORDINANCE 121795

AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at page 153 of the Official Land Use Map (Volume 14 of Plats, page 45, Records of King County) to rezone property located at 5640 16th Avenue Southwest, from Lowrise 1 (L1) to Lowrise 1 / Residential Commercial (L1 / RC) and accepting a Property Use and Development Agreement in connection therewith. (Petition of Seattle Chinese Garden Society, C.F. 306768, Project Number 2400096)

WHEREAS, the City of Seattle and City of Chongqing China have been sister cities since 1985; and

WHEREAS, the Sister City Agreement between the City of Seattle and the City of Chongqing contemplates construction of a traditional Sichuan-style garden; and

WHEREAS, in 1988 the City Council, through Resolutions 27831 and 27832, designated portions of the South Seattle Community College campus as the preferred site for the garden; and

WHEREAS, a master plan for the garden has been developed in collaboration with Seattle Department of Parks and Recreation, the Seattle Chinese Garden Society, and the Chongqing Municipal Parks Administration Bureau; and

WHEREAS, the Seattle Chinese Garden Society has petitioned the City Council for a contract rezone and waiver of certain development standards to accommodate the garden and its traditional architectural form;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. This Ordinance affects the following described property (the "Property"):

THAT PORTION OF BLOCKS 2,3,6 AND 7 DUWAMISH HEIGHTS GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 45, RECORDS OF KING COUNTY, WASHINGTON, TOGETHER WITH THOSE PORTIONS OF VACATED STREETS WHICH ATTACH THERETO, LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ¼ CORNER OF SAID SECTION 19, WHICH IS A CONCRETE MONUMENT IN MONUMENT CASE AT THE INTERSECTION OF S.W. BRANDON ST. AND 16TH AVE. S.W.; THENCE N 89°59'56" E, 284.07FT. TO A CONCRETE MONUMENT; THENCE S 00°15'16" W, 30.00 FT.; THENCE N 89°59'15" E 30.00 FT. TO THE N.E. CORNER OF SAID BLOCK 3. DUWAMISH HEIGHTS GARDEN TRACTS; THENCE N

DJS CITY CLERK

89°59'15" E, ALONG THE NORTH LINE OF SAID BLOCK 3 FOR A DISTANCE OF 203.13 FT. TO THE ***POINT OF BEGINNING***; THENCE CONTINUING NORTH 89 59'15" EAST 77.49 FT;

THENCE SOUTH 10 40'4" EAST 38.58 FT; THENCE SOUTH 37 34'07" EAST 49.20 FT;

THENCE SOUTH 26 10'03' EAST 118.10 FT; THENCE SOUTH 29 59'25" EAST 164.05 FT;

THENCE SOUTH 04 32'16" EAST 63.20 FT; THENCE SOUTH 24 22'35" EAST 70.26 FT;

THENCE SOUTH 03 07'03" EAST 55.16 FT; THENCE SOUTH 05 28'09" WEST 94.43 FT;

THENCE SOUTH 13 04'10" EAST 57.49FT; THENCE SOUTH 00 15'16" WEST 116.10 FT;

THENCE SOUTH 89 58'03" WEST 270.25 FT; THENCE NORTH 00 01'57" WEST 90 FT;

THENCE SOUTH 89 58'03" WEST 33.67 FT TO THE EASTERLY MARGIN OF A 50 FT WETLAND BUFFER;

THENCE NORTH 14 46'16" WEST ALONG SAID BUFFER 85.10 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 01 32'37" EAST 57.34 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 28 23'27" WEST 54.81 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 13 09'43" WEST 27.98 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 4 44'23" WEST 30.63 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 07 21'34" EAST 27.84 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 17 38'11" EAST 50.93 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 01 52'59" WEST 45.04 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 33 45'47" EAST 29.98 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 03 07'24" EAST 27.39 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 27 30'58" WEST 42,55 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 08 07'43" WEST 30.87 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 00 22'24" WEST 9.24 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 42 13'40" EAST 45.72 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 00 44'33" WEST 37.51 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 56 45'58" EAST 20.09 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 17 03'02" EAST 74.36 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 14 24'08" WEST 34.38 FT;

TO THE ***POINT OF BEGINNING***.

Section 2. The Official Land Use Map underlying zone classification for the Property, as adopted by Ordinance 110381 and established on page 153 of the Official Land Use Map, is amended to rezone the Property from Lowrise 1 (L1) to Lowrise 1 / Residential Commercial (L1 / RC), as shown

CITY CLERK

in "Exhibit A," attached to this Ordinance. The Property continues to be subject to the South Seattle Community College Major Institution Overlay.

Section 3. The Property Use and Development Agreement, in substantially the same form as that attached to this Ordinance as "Exhibit B," executed by the Seattle Community College District VI, an agency of the State of Washington, acting by and through the State Board for Community and Technical Colleges, an agency of the State of Washington, and the Seattle Chinese Garden Society, a Washington nonprofit corporation, collectively owners ("Owners") of the Property, by which said Owners agree to certain restrictions upon the Property to ameliorate the adverse impacts of uses and developments otherwise permitted in the L-1 / RC zone upon property in the vicinity, is hereby approved and accepted.

Section 4. The period of the rezone of the Property, as calculated by S.M.C. Section 23.76.060.B.1.b, is ten (10) years from the effective date of this ordinance.

Section 5. The City Clerk is hereby authorized and directed to file said Property Use and Development Agreement, attached to this ordinance as Exhibit B, and a copy of this ordinance at the King County Records and Elections Division, to file, upon return of the recorded agreement from the King County Records and Elections Division, the original of said Property Use and Development Agreement with this Ordinance at the City Clerk's Office, and to deliver copies of the same to the Director of the Department of Planning and Development and to the King County Assessor's Office.

Section 6. This Ordinance, effectuating a quasi-judicial decision of the City Council and not subject to mayoral approval or disapproval, shall take effect and be in force thirty (30) days from and after its passage and approval by the City Council.

CITY CLERK

Passed by the City Council the 9th day of May, 2005, and signed by me in open session in authentication of its passage this 9th day of May, 2005.

Jan Drago
President _____ of the City Council

Filed by me this 9 day of May, 2005.

Judith E. Pippin
City Clerk

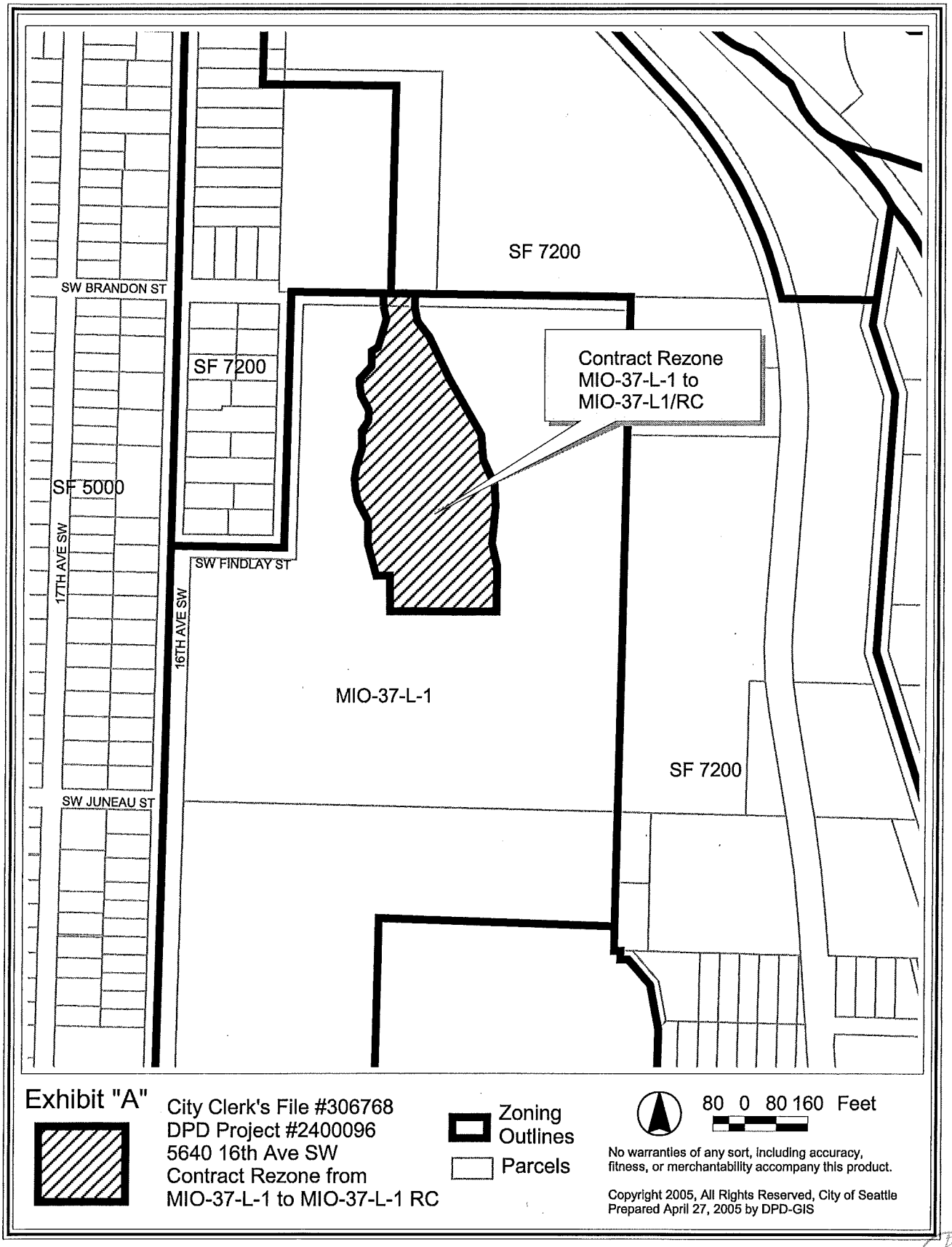
(Seal)

Exhibit A: Rezone Map

Exhibit B: Property Use and Development Agreement

CITY CLERK

Exhibit A (Rezone Map)



CITY CLERK

Exhibit B

Property Use and Development Agreement

2005 CITY CLERK

When Recorded, Return to:

THE CITY CLERK
City Hall
600 4th Avenue, Floor 3
P.O. Box 94728
Seattle, WA 98124-4728

PROPERTY USE AND DEVELOPMENT AGREEMENT

Grantor: 1) Seattle Community College District VI, State Board for Community and Technical Colleges, and Seattle Chinese Garden Society
☐ Additional on page ____

Grantee: 1) The City of Seattle 2) _____
☐ Additional on page ____

Legal Description (abbreviated): Portions of Blocks 2, 3, 6 and 7, Duwamish Heights Garden Tracts, Vol. 14 of Plats, p. 45, King County, Washington
☐ Additional on : _____

Assessor's Tax Parcel ID #: 6171900005

Reference Nos. of Documents Released or Assigned: N/A

THIS PROPERTY USE AND DEVELOPMENT AGREEMENT (the "Agreement") is executed this _____ day of May, 2005 in favor of the City of Seattle, a Washington municipal corporation (herein called "City"), by Seattle Community College District VI, an agency of the State of Washington, (the "District"), acting by and through the State Board for Community and Technical Colleges, an agency of the State of Washington ("State Board"), and the Seattle Chinese Garden Society, a Washington nonprofit corporation ("CGS"), collectively referred to hereinafter as "Owners."

RECITALS

A. The District is an agency of Washington state government that operates a Washington state community college, South Seattle Community College, located at 6000 16th Avenue S.W., Seattle, Washington 98106, and the State Board is an agency of Washington state government with authority to sell, exchange or convey any interest in community and technical college real property, including the real property on which the South Seattle Community College is located (the "SSCC Campus").

B. Within the SSCC Campus, the State Board owns that certain real property in the City of Seattle comprising portions of Blocks 2, 3, 6 and 7, Duwamish Heights Garden Tracts, Vol. 14 of Plats, p. 45, King County, Washington, which was established as a separate legal lot (Proposed Parcel A) in Lot Boundary Adjustment for Project No. 2401868 for South Seattle Community College, recorded under King County Recording No. 20041130900009, filed November 30, 2004 (the "Property"). The Property, which is addressed as 5640 16th Ave. S.W., is legally described in Exhibit A attached hereto.

C. The Property, which is zoned Major Institution Overlay/Lowrise 1 (MIO-37/L1) is the subject of this agreement.

D. CGS is a Washington state nonprofit corporation organized to plan, develop and operate a Sichuan-style Chinese Garden in Seattle for the use and enjoyment of the greater Seattle community.

E. On October 10, 1988, the City Council of the City of Seattle passed Resolution 27831 and Resolution 27832, identifying an area of the SSCC Campus as the preferred site alternative for the Seattle Chinese Garden. The preferred site so designated includes the Property.

F. CGS entered into an Option Agreement with the District and the State Board, dated December 7, 1998, and amended December 7, 2001, to lease a portion of the SSCC Campus, on which the Chinese Garden Society intends to develop an authentic Sichuan-style Chinese Garden for use and enjoyment of the greater Seattle community.

G. On April 2, 2004, CGS submitted to the City of Seattle an application (MUP 2400096) for a contract rezone from MIO-37/L1 to MIO-37/L1 RC. The purpose of the application is to allow future construction on the Property of an authentic, Sichuan-style Chinese Garden. The Garden was initiated by the City of Seattle as part of its sister city relationship with Chongqing, China, and is designed by architects from the Chongqing Planning and Design Institute of Landscape and Architecture together with local architects. When completed, it will be the first Sichuan-style Chinese Garden in the United States.

H. Seattle Municipal Code (SMC) Section 23.34.004 allows the City to approve a contract rezone subject to a Property Use and Development Agreement that establishes special terms, conditions, restrictions and requirements on the development of the Property.

I. The Owners have a fee simple or other beneficial interest in the Property described in paragraph B. and have requested that the City Council rezone the property pursuant to SMC 23.34.004.

AGREEMENT

Section 1. Zone Changes Limited to Proposed Building. Pursuant to SMC 23.34.004, the Owners hereby covenant, bargain and agree, on behalf of themselves and their successors and assigns, that they will comply with the following limitations and conditions in consideration of the rezone of the Property from MIO-37/L1 to MIO-37/L1 / RC:

a. The contract rezone is limited to substantially the same structures, design and uses set forth in the application.

b. Relief from restrictions of the zone are granted as follows:

i. The following structures may exceed the height limits of the zone to approximately the extent noted:

a. the Floating Cloud Pavilion at 88 feet;

b. the Friendship Hall Pavilion at 35 feet, 6 inches;

c. the Water Side Pavilion at 31 feet, 3 inches;

d. the Studio of Cultivation Mountain at 31 feet, 5 inches;

e. the Gathering Together Hall at 43 feet;

f. the Dragon Pavilion at 34 feet, 3 inches;

g. the Bamboo Pavilion at 25 feet, 6 inches; and

h. the Orchid Pavilion at 26 feet, 4 inches.

ii. The following structure may exceed the width and/or depth limits of the zone to approximately the extent noted:

a. the Gathering Together Hall at approximately 105 feet wide and 138 feet deep.

c. Access to the site shall be provided through the existing driveways of the SSCC Campus and be described in an Access and Utility Easement granted by the District, acting by and through the State Board, to the applicant.

d. Parking shall be provided in the SSCC Campus north lot as described in the Shared Parking Option Agreement between the applicant and the District, acting by and through the State Board. An element of the Agreement shall be, and shall remain for the life of the project, that the hours of operation of the Garden be coordinated to avoid scheduling Garden activities with high levels of attendance during the peak weekday morning hours of South Seattle Community College attendance and periods when large crowds may attend events at the SSCC Campus.

e. Pursuant to SMC 23.76.060.B.1.b, the time period within which a Master Use Permit must be issued for the project is extended from two years to ten years.

Section 2. Agreement Runs With the Land. This Property Use and Development Agreement ("Agreement") shall be recorded in the records of King County by the City Clerk. The covenants hereof shall be deemed to attach to and run with the Property and shall be binding upon the Owners, their heirs, successors and assigns, and shall apply to after-acquired title of the Owners of the Property; provided the covenants herein and the rezone shall expire and be of no force and effect Ten (10) years from the effective date of the approval of this rezone unless prior to that date an application is filed for a building permit for one of the principal buildings contemplated in MUP 2400096 and that building is subsequently completed and a Certificate of Occupancy obtained from the Seattle Department of Planning and Development within the time that that building's permit authority is active and valid.

Section 3. Amendment, Exercise of Police Power, No Precedent. This agreement may be amended or modified by agreement between the Owners and the City provided such amendment

agreement shall be approved by the legislative authority of the City by ordinance. Nothing in this Agreement shall prevent the City Council from making such further amendments to the Land Use Code or exercising the City's police power as it may deem necessary in the public interest. The conditions contained in this Agreement are based on the unique circumstances applicable to this project and this Property, and this Agreement is not intended to establish precedent for other rezones or contract rezones.

Section 4. Benefited. This Agreement is made for the benefit of the City and for the benefit of the owners of the property within 300 feet of the Property and either the City or any such property owners may institute and prosecute any proceeding at law or in equity to enforce this Agreement.

Section 5. Repeal as Additional Remedy. Owners acknowledge that compliance with the conditions of this Agreement is a condition of the subject rezone and that if Owners avail themselves of the benefits of this rezone but then fail to comply with the conditions of this Agreement with the City, in addition to pursuing any other remedy, the City may revoke the rezone by ordinance and require the use of the Property to conform to the requirements of the previously existing MIO-37/L1 zone.

IN WITNESS WHEREOF the respective parties hereto have executed this Agreement the day and year first written above.

Seattle Community College District VI

By:_____
Dr. Charles Mitchell, Chancellor
for and on behalf of the Board of Trustees

Acknowledged and Approved
State Board for Community and Technical Colleges

By:_____
Mr. Earl Hale, Executive Director

Seattle Chinese Garden Society

By:_____

Its: President

STATE OF WASHINGTON }
} ss.
COUNTY OF KING }

On this day personally appeared before me Charles H. Mitchell, to me known to be the Chancellor of Seattle Comm. College the party that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 2 day of May, 2005.

CAROLYN S. YEAGER
STATE OF WASHINGTON
NOTARY — • — PUBLIC
MY COMMISSION EXPIRES 12-20-08

Carolyn S. Yeager
Printed Name
Carolyn S. Yeager
NOTARY PUBLIC in and for the State of Washington, residing at Seattle
My Commission Expires 12-20-08

STATE OF WASHINGTON }
} ss.
COUNTY OF KING }

On this day personally appeared before me Earl Hale, to me known to be the Executive Director of SBCTC, the party that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 3rd day of May, 2005.

DELRAE L. ODERMAN
COMMISSION EXPIRES
NOTARY
PUBLIC
MARCH 18, 2006
STATE OF WASHINGTON

DelRae L. Oderman
Printed Name
DelRae L. Oderman
NOTARY PUBLIC in and for the State of Washington, residing at Olympia
My Commission Expires 3-18-06

STATE OF WASHINGTON }
} ss.
COUNTY OF KING }

On this day personally appeared before me DAVID D. BUCK, to me known to be the PRESIDENT of Seattle Chinese Baptist Soc., the party that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 2 day of May, 2005.

Darlene M. Fredlund
Printed Name
DARLENE M. FREDLUND
NOTARY PUBLIC in and for the State of Washington, residing at Bellevue, WA
My Commission Expires 8-15-08

STATE OF WASHINGTON
COUNTY OF KING } SS
CITY OF SEATTLE

I, Judith E. Pippin, CITY CLERK OF THE CITY OF SEATTLE, DO HEREBY Certify that the WITHIN AND FOREGOING IS A TRUE AND CORRECT copy of the Property Use And Development Agreement

As the same APPEARS ON FILE AND OF RECORD IN THIS DEPARTMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL TO THE CITY OF SEATTLE, THIS 18th day of May, 2005

JUDITH E. PIPPIN
CITY CLERK
BY: Margaret Carter
DEPUTY CLERK

EXHIBIT A

(legal description for the Property is set forth on the following two pages)

THAT PORTION OF BLOCKS 2,3,6 AND 7, DUWAMISH HEIGHTS GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 45, RECORDS OF KING COUNTY, WASHINGTON, TOGETHER WITH THOSE PORTIONS OF VACATED STREETS WHICH ATTACH THERETO, LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 19;
THENCE NORTH 00°17'26" EAST 2587.12 FT TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 19;
THENCE NORTH 89°40'34" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER FOR A DISTANCE OF 314.09 FT; THENCE SOUTH 0°15'16" WEST 30.00 FT TO THE NORTHWEST CORNER OF BLOCK 3 OF DUWAMISH HEIGHTS GARDEN TRACTS; THENCE NORTH 892°40'34" EAST ALONG THE NORTH LINE OF SAID BLOCK FOR A DISTANCE OF 202.40 FT TO THE POINT OF BEGINNING.

THENCE CONTINUING NORTH 89°40'34" EAST 77.61 FT;
THENCE SOUTH 10°40'42" EAST 41.92 FT; THENCE SOUTH 37°34'07" EAST 49.20 FT;
THENCE SOUTH 26°10'03" EAST 118.10 FT; THENCE SOUTH 29°59'25" EAST 164.05 FT;
THENCE SOUTH 04°32'16" EAST 63.20 FT; THENCE SOUTH 24°22'35" EAST 70.26 FT;
THENCE SOUTH 03°07'03" EAST 55.16 FT; THENCE SOUTH 05°28'09 WEST 94.43 FT;
THENCE SOUTH 13°04'10" EAST 5749 FT; THENCE SOUTH 0°15'16" WEST 116.10 FT;
THENCE SOUTH 89°58'03" WEST 270.25 FT; THENCE NORTH 0°01'57" WEST 90.00 FT;
THENCE SOUTH 89°58'03" WEST 35.67 FT TO THE EASTERLY MARGIN OF A 50 FT WETLAND BUFFER;
THENCE NORTH 14°46'17" WEST ALONG SAID BUFFER 85.10 FT;
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THENCE CONTINUING ALONG SAID BUFFER NORTH 13°09'43" WEST 27.98 FT;
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THENCE CONTINUING ALONG SAID BUFFER NORTH 08°07'43" WEST 30.87 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH; 0°22'24" WEST 9.24 FT;
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THENCE CONTINUING ALONG SAID BUFFER NORTH 0°44"33" WEST 37.51 FT;
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THENCE CONTINUING ALONG SAID BUFFER NORTH 17°03'02" EAST 74.36 FT;
THENCE CONTINUING ALONG SAID BUFFER NORTH 14°24'08" WEST 37.34 FT TO THE POINT OF BEGINNING.

ROBERT H. WINTERS
STATE OF WASHINGTON
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES 8/20/ 03

12/23/03

When Recorded, Return to:

THE CITY CLERK
City Hall
600 4th Avenue, Floor 3
P.O. Box 34025
Seattle, WA 98124-4025

DRAFT

PROPERTY USE AND DEVELOPMENT AGREEMENT

Grantor: 1) Seattle Community College District VI, State Board for Community and Technical Colleges, and Seattle Chinese Garden Society
☐ Additional on page ____

Grantee: 1) The City of Seattle 2) _____
☐ Additional on page ____

Legal Description (abbreviated): Portions of Blocks 2, 3, 6 and 7, Duwamish Heights Garden Tracts, Vol. 14 of Plats, p. 45, King County, Washington
☐ Additional on : _____

Assessor's Tax Parcel ID #: 6171900005

Reference Nos. of Documents Released or Assigned: N/A

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RECITALS

A. The District is an agency of Washington state government that operates a Washington state community college, South Seattle Community College, located at 6000 16th Avenue S.W., Seattle, Washington 98106, and the State Board is an agency of Washington state government with authority to sell, exchange or convey any interest in community and technical college real property, including the real property on which the South Seattle Community College is located (the "SSCC Campus").

DIS CITY CLERK

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C. The Property, which is zoned Major Institution Overlay/Lowrise 1 (MIO-37/L1) is the subject of this agreement.

D. CGS is a Washington state nonprofit corporation organized to plan, develop and operate a Sichuan-style Chinese Garden in Seattle for the use and enjoyment of the greater Seattle community.

E. On October 10, 1988, the City Council of the City of Seattle passed Resolution 27831 and Resolution 27832, identifying an area of the SSCC Campus as the preferred site alternative for the Seattle Chinese Garden. The preferred site so designated includes the Property.

F. CGS entered into an Option Agreement with the District and the State Board, dated December 7, 1998, and amended December 7, 2001, to lease a portion of the SSCC Campus, on which the Chinese Garden Society intends to develop an authentic Sichuan-style Chinese Garden for use and enjoyment of the greater Seattle community.

G. On April 2, 2004, CGS submitted to the City of Seattle an application (MUP 2400096) for a contract rezone from MIO-37/L1 to MIO-37/L1 RC. The purpose of the application is to allow future construction on the Property of an authentic, Sichuan-style Chinese Garden. The Garden was initiated by the City of Seattle as part of its sister city relationship with Chongquing, China, and is designed by architects from the Chongqing Planning and Design Institute of Landscape and Architecture together with local architects. When completed, it will be the first Sichuan-style Chinese Garden in the United States.

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I. The Owners have a fee simple or other beneficial interest in the Property described in paragraph B. and have requested that the City Council rezone the property pursuant to SMC 23.34.004.

AGREEMENT

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EMS CITY CLERK

assigns, that they will comply with the following limitations and conditions in consideration of the rezone of the Property from MIO-37/L1 to MIO-37/L1 / RC:

a. The contract rezone is limited to substantially the same structures, design and uses set forth in the application.

DRAFT

b. Relief from restrictions of the zone are granted as follows:

   i. The following structures may exceed the height limits of the zone to approximately the extent noted:

      a. the Floating Cloud Pavilion at 88 feet;

      b. the Friendship Hall Pavilion at 35 feet, 6 inches;

      c. the Water Side Pavilion at 31 feet, 3 inches;

      d. the Studio of Cultivation Mountain at 31 feet, 5 inches;

      e. the Gathering Together Hall at 43 feet;

      f. the Dragon Pavilion at 34 feet, 3 inches;

      g. the Bamboo Pavilion at 25 feet, 6 inches; and

      h. the Orchid Pavilion at 26 feet, 4 inches.

   ii. The following structure may exceed the width and/or depth limits of the zone to approximately the extent noted:

      a. the Gathering Together Hall at approximately 105 feet wide and 138 feet deep.

c. Access to the site shall be provided through the existing driveways of the SSCC Campus and be described in an Access and Utility Easement granted by SSCC to the applicant.

DIS CITY CLERK

d. Parking shall be provided in the SSCC Campus north lot as described in the Shared Parking Option Agreement between the applicant and SSCC. An element of the Agreement shall be, and shall remain for the life of the project, that the hours of operation of the Garden be coordinated to avoid scheduling Garden activities with high levels of attendance during the peak weekday morning hours of South Seattle Community College attendance and periods when large crowds may attend events at the SSCC Campus.

e. Pursuant to SMC 23.76.060.B.1.b, the time period within which a Master Use Permit must be issued for the project is extended from two years to ten years.

Section 2. Agreement Runs With the Land. This Property Use and Development Agreement ("Agreement") shall be recorded in the records of King County by the City Clerk. The covenants hereof shall be deemed to attach to and run with the Property and shall be binding upon the Owners, their heirs, successors and assigns, and shall apply to after-acquired title of the Owners of the Property; provided the covenants herein and the rezone shall expire and be of no force and effect Ten (10) years from the effective date of the approval of this rezone unless prior to that date an application is filed for a building permit for one of the principal buildings contemplated in MUP 2400096 and that building is subsequently completed and a Certificate of Occupancy obtained from the Seattle Department of Planning and Development within the time that that building's permit authority is active and valid.

Section 3. Amendment, Exercise of Police Power, No Precedent. This agreement may be amended or modified by agreement between the Owners and the City provided such amendment agreement shall be approved by the legislative authority of the City by ordinance. Nothing in this Agreement shall prevent the City Council from making such further amendments to the Land Use Code or exercising the City's police power as it may deem necessary in the public interest. The conditions contained in this Agreement are based on the unique circumstances applicable to this project and this Property, and this Agreement is not intended to establish precedent for other rezones or contract rezones.

Section 4. Benefited. This Agreement is made for the benefit of the City and for the benefit of the owners of the property within 300 feet of the Property and either the City or any such

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property owners may institute and prosecute any proceeding at law or in equity to enforce this Agreement.

Section 5. Repeal as Additional Remedy. Owners acknowledge that compliance with the conditions of this Agreement is a condition of the subject rezone and that if Owners avail themselves of the benefits of this rezone but then fail to comply with the conditions of this Agreement with the City, in addition to pursuing any other remedy, the City may revoke the rezone by ordinance and require the use of the Property to conform to the requirements of the previously existing MIO-37/L1 zone.

IN WITNESS WHEREOF the respective parties hereto have executed this Agreement the day and year first written above.

Seattle Community College District VI

DRAFT

By:_____
Dr. Charles Mitchell, Chancellor
for and on behalf of the Board of Trustees

South Seattle Community College

By:_____
Dr. Jill A. Wakefield, President

Acknowledged and Approved
State Board for Community and Technical Colleges

By:_____
Mr. Earl Hale, Executive Director

Seattle Chinese Garden Society

CITY CLERK

By:_____

Its:_____

CITY CLERK

STATE OF WASHINGTON }
} ss.
COUNTY OF KING }

On this day personally appeared before me _____, to me known to be the _____ of _____, the party that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2005.

DRAFT

_____
Printed Name

_____
NOTARY PUBLIC in and for the State of Washington, residing at _____
My Commission Expires_____

STATE OF WASHINGTON }
} ss.
COUNTY OF KING }

On this day personally appeared before me _____, to me known to be the _____ of _____, the party that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2005.

_____
Printed Name

_____
NOTARY PUBLIC in and for the State of Washington, residing at _____
My Commission Expires_____

EDS CITY CLERK

STATE OF WASHINGTON }
} ss.
COUNTY OF KING }

On this day personally appeared before me _____, to me known to be the _____ of _____, the party that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2005.

_____
Printed Name

_____
NOTARY PUBLIC in and for the State of Washington, residing at _____
My Commission Expires_____

EDMS CITY CLERK

FINDINGS, CONCLUSIONS AND DECISION
OF THE CITY COUNCIL OF THE CITY OF SEATTLE

In the matter of the Application of THE SEATTLE CHINESE GARDEN SOCIETY For a contract rezone of property located at 5640 16th Avenue Southwest	)))))))))	C.F. 306768 App. 2400096 FINDINGS, CONCLUSIONS AND DECISION

DRAFT

Introduction

This matter involves the application of the Seattle Chinese Garden Society, for a contract rezone of property at 5640 16th Avenue Southwest from Lowrise - 1 (L-1) to Lowrise - 1 / Residential Commercial (L-1 / RC). The property is also located within the Major Institution Overlay (MIO) for the South Seattle Community College (SSCC). The overlay designation is not proposed to be changed as part of this rezone.

On February 3, 2005, the Department of Planning and Development (DPD) recommended that the proposed contract rezone be approved with State Environmental Policy Act (SEPA) conditions on construction-related activities and with five contract rezone conditions. On March 8, 2005, the Hearing Examiner also recommended the proposed contract rezone be approved with SEPA conditions on construction-related activities and five contract rezone conditions.

The City Council Urban Development and Planning Committee received no requests for further consideration of this matter.

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The matter came before the City Council's Urban Development and Planning Committee on April 13, 2005. On that date, the Urban Development and Planning Committee determined that the record was sufficient to make a decision on the proposal and indicated preliminary approval.

Also, on May 6, 2005, the Urban Development and Planning Committee recommended to the full City Council that the proposed contract rezone be approved with the conditions recommended by DPD and the Hearing Examiner.

Findings of Fact and Conclusions

The Council hereby adopts the Hearing Examiner's Findings of Fact and Conclusions as stated in the Findings and Recommendation of the Hearing Examiner dated March 3, 2005.

Decision

The Council hereby **APPROVES** a contract rezone of the Property to L-1 / RC subject to the following condition:

The applicant shall execute a property use and development agreement, approved as to form by the City Attorney, that includes the following conditions:

1. The L1-RC zone is established only for development of a Sichuan-style Chinese Garden with substantially the same design as the proposal submitted in the application materials for MUP No. 2400096.
2. The contract rezone is limited to substantially the same structures, design and uses set forth in application No. 2400096.
3. Relief from restrictions of the zone are granted as follows:

DIS CITY CLERK

a. The following structures may exceed the height limits of the zone to approximately the extent noted:

i. the Floating Cloud Pavilion at 88 feet;

ii. the Friendship Hall Pavilion at 35 feet, 6 inches;

iii. the Water Side Pavilion at 31 feet, 3 inches;

iv. the Studio of Cultivation Mountain at 31 feet, 5 inches;

v. the Gathering Together Hall at 43 feet;

vi. the Dragon Pavilion at 34 feet, 3 inches;

DRAFT

vii. the Bamboo Pavilion at 25 feet, 6 inches; and

viii. the Orchid Pavilion at 26 feet, 4 inches.

b. The following structure may exceed the width and/or depth limits of the zone to approximately the extent noted:

i. the Gathering Together Hall at approximately 105 feet wide and 138 feet deep.

4. Access to the site shall be provided through the existing driveways of SSCC and be described in an Access and Utility Easement granted by SSCC to the applicant.

5. Parking shall be provided in the SSCC north lot as described in the Shared Parking Option Agreement between the applicant and SSCC. An element of the Agreement shall be, and shall remain for the life of the project, that the hours of operation of the Garden be coordinated to avoid scheduling Garden activities with high levels of attendance during the peak weekday morning hours of SSCC attendance and periods when large crowds may attend events at the SSCC.

CITY CLERK

6. Pursuant to SMC 23.76.060.B.1.b, the time period within which a Master Use Permit must be issued for the project is extended from two years to ten years.

Dated this _____ day of _____, 2005.

_____
City Council President

KF
4/20/05
Chinese Garden Findings v.1.doc

2005 CITY CLERK

Ketil Freeman
Chinese Garden Society Rezone CB v.3 4/27/05
Version 3

Form revised December 9, 2004

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Legislative	Ketil Freeman 4-8178	NA

Legislation Title:
AN ORDINANCE relating to land use and zoning amending Chapter 23.32 of the Seattle Municipal Code at page 153 of the Official Land Use Map, (Volume 14 of Plats, page 45, Records of King County) to rezone property located at 5640 16th Avenue Southwest, from Lowrise - 1 (L-1) to Lowrise – 1 / Residential Commercial (L-1 / RC) and accepting a Property Use and Development Agreement in connection therewith. (Petition of Seattle Chinese Garden Society, C.F. 306768, Project Number 2400096)

- **Summary of the Legislation:**

This is legislation for a contract rezone of a portion of the South Seattle Community College Campus to allow development of the site with a traditional Sichuan-style Chinese Garden. The legislation rezones portions of the site from L-1 to L-1 / RC to accommodate certain accessory uses in the proposed Garden and adopts a Property Use and Development Agreement executed by the project proponent to limit development to what was shown on plan as part of the contract rezone application.

- **Background:**

The Seattle Chinese Garden is contemplated in the 1985 Sister City Agreement between the City of Chonqing, Peoples' Republic of China, and the City of Seattle. The South Seattle Community College Campus site was designated as the preferred location through Council Resolutions 27831 and 27832 both passed in 1987.

- *Please check one of the following:*

__X__ **This legislation does not have any financial implications.** (*Stop here and delete the remainder of this document prior to saving and printing.)*

CITY CLERK

STATE OF WASHINGTON – KING COUNTY

--ss.

185903 No.
CITY OF SEATTLE,CLERKS OFFICE

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:121795 ORDINANCE

was published on

05/20/05

The amount of the fee charged for the foregoing publication is the sum of $ 424.00, which amount has been paid in full.

Subscribed and sworn to before me on

05/20/05

Notary public for the State of Washington,
residing in Seattle

JENNIFER A. PATZER
COMMISSION EXPIRES
NOTARY
PUBLIC
OCT. 24, 2007
STATE OF WASHINGTON

City of Seattle

ORDINANCE 121795

AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at page 153 of the Official Land Use Map (Volume 14 of Plats, page 45, Records of King County) to rezone property located at 5640 16th Avenue Southwest, from Lowrise 1 (L1) to Lowrise 1 / Residential Commercial (L1 / RC) and accepting a Property Use and Development Agreement in connection therewith. (Petition of Seattle Chinese Garden Society, C.F. 306768, Project Number 2400096)

WHEREAS, the City of Seattle and City of Chongqing China have been sister cities since 1985; and

WHEREAS, the Sister City Agreement between the City of Seattle and the City of Chongqing contemplates construction of a traditional Sichuan-style garden; and

WHEREAS, in 1988 the City Council, through Resolutions 27831 and 27832, designated portions of the South Seattle Community College campus as the preferred site for the garden; and

WHEREAS, a master plan for the garden has been developed in collaboration with Seattle Department of Parks and Recreation, the Seattle Chinese Garden Society, and the Chongqing Municipal Parks Administration Bureau; and

WHEREAS, the Seattle Chinese Garden Society has petitioned the City Council for a contract rezone and waiver of certain development standards to accommodate the garden and its traditional architectural form;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. This Ordinance affects the following described property (the "Property"):

THAT PORTION OF BLOCKS 2,3,6 AND 7 DUWAMISH HEIGHTS GARDEN TRACTS, ACCORDING TO

THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 45, RECORDS OF KING COUNTY,

WASHINGTON, TOGETHER WITH THOSE PORTIONS OF VACATED STREETS WHICH ATTACH

THERETO, LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19,

TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, BEING MORE

PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ¼ CORNER OF SAID SECTION 19, WHICH IS A CONCRETE MONUMENT IN MONUMENT CASE AT THE INTERSECTION OF S.W. BRANDON ST. AND 16TH AVE. S.W.; THENCE N 89°59'56" E, 284.07FT. TO A CONCRETE MONUMENT; THENCE S 00°15'16" W, 30.00 FT.; THENCE N 89°59'15" E 30.00 FT. TO THE N.E. CORNER OF SAID BLOCK 3. DUWAMISH HEIGHTS GARDEN TRACTS; THENCE N 89°59'15" E, ALONG THE NORTH LINE OF SAID BLOCK 3 FOR A DISTANCE OF 203.13 FT. TO THE ***POINT OF BEGINNING***; THENCE CONTINUING NORTH 89 59'15" EAST 77.49 FT;

THENCE SOUTH 10 40'4" EAST 38.58 FT; THENCE SOUTH 37 34'07" EAST 49.20 FT;

THENCE SOUTH 26 10'03' EAST 118.10 FT; THENCE SOUTH 29 59'25" EAST 164.05 FT;

THENCE SOUTH 04 32'16" EAST 63.20 FT; THENCE SOUTH 24 22'35" EAST 70.26 FT;

THENCE SOUTH 03 07'03" EAST 55.16 FT; THENCE SOUTH 05 28'09" WEST 94.43 FT;

THENCE SOUTH 13 04'10" EAST 57.49FT; THENCE SOUTH 00 15'16" WEST 116.10 FT;

THENCE SOUTH 89 58'03" WEST 270.25 FT; THENCE NORTH 00 01'57" WEST 90 FT;

THENCE SOUTH 89 58'03" WEST 33.67 FT TO THE EASTERLY MARGIN OF A 50 FT WETLAND BUFFER;

THENCE NORTH 14 46'16" WEST ALONG SAID BUFFER 85.10 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 01 32'37" EAST 57.34 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 28 23'27" WEST 54.81 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 13 09'43" WEST 27.98 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 4 44'23" WEST 30.63 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 07 21'34" EAST 27.84 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 17 38'11" EAST 50.93 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 01 52'59" WEST 45.04 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 33 45'47" EAST 29.98 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 03 07'24" EAST 27.39 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 27 30'58" WEST 42,55 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 08 07'43" WEST 30.87 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 00 22'24" WEST 9.24 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 42 13'40" EAST 45.72 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 00 44'33" WEST 37.51 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 56 45'58" EAST 20.09 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 17 03'02" EAST 74.36 FT;

THENCE CONTINUING ALONG SAID BUFFER NORTH 14 24'08" WEST 34.38 FT;

TO THE ***POINT OF BEGINNING***.

Section 2. The Official Land Use Map underlying zone classification for the Property, as adopted by Ordinance 110381 and established on page 153 of the Official Land Use Map, is amended to rezone the Property from Lowrise 1 (L1) to Lowrise 1 / Residential Commercial (L1 / RC), as shown in "Exhibit A," attached to this Ordinance. The Property continues to be subject to the South Seattle Community College Major Institution Overlay.

Section 3. The Property Use and Development Agreement, in substantially the same form as that attached to this Ordinance as "Exhibit B," executed by the Seattle Community College District VI, an agency of the State of Washington, acting by and through the State Board for Community and Technical Colleges, an agency of the State of Washington, and the Seattle Chinese Garden Society, a Washington nonprofit corporation, collectively owners ("Owners") of the Property, by which said Owners agree to certain restrictions upon the Property to ameliorate the adverse impacts of uses and developments otherwise permitted in the L-1 / RC zone upon property in the vicinity, is hereby approved and accepted.

Section 4. The period of the rezone of the Property, as calculated by S.M.C. Section 23.76.060.B.1.b, is ten (10) years from the effective date of this ordinance.

Section 5. The City Clerk is hereby authorized and directed to file said Property Use and Development Agreement, attached to this ordinance as Exhibit B, and a copy of this ordinance at the King County Records and Elections Division, to file, upon return of the recorded agreement from the King County Records and Elections Division, the original of said Property Use and Development Agreement with this Ordinance at the City Clerk's Office, and to deliver copies of the same to the Director of the Department of Planning and Development and to the King County Assessor's Office.

Section 6. This Ordinance, effectuating a quasi-judicial decision of the City Council and not subject to mayoral approval or disapproval, shall take effect and be in force thirty (30) days from and after its passage and approval by the City Council.

Passed by the City Council the 9th day of May, 2005, and signed by me in open session in authentication of its passage this 9th day of May, 2005.

Jan Drago

President of the City Council

Filed by me this 9th day of May, 2005.

(Seal) Judith Pippin

City Clerk

Exhibit A: Rezone Map

Exhibit B: Property Use and Development Agreement

See City Clerk for Exhibit B

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of publication in the Seattle Daily Journal of Commerce, May 20, 2005.

5/20(185903)
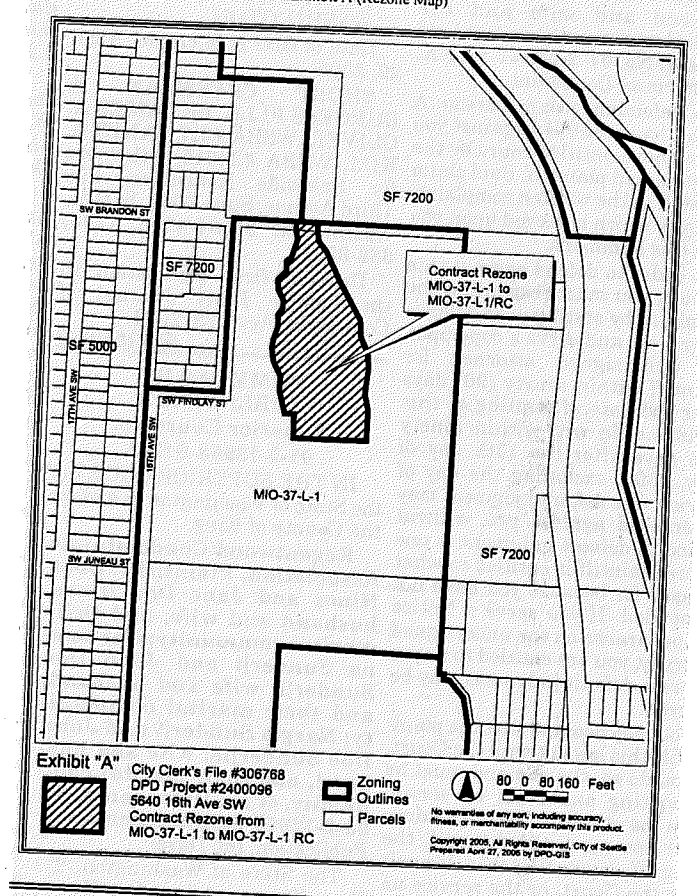
Exhibit A (Rezone Map)