

ORDINANCE No. 121816

COUNCIL BILL No. 115235

me

Richard J. Steen

The City of Seattle--Legislative Department

AN ORDINANCE relating to surplus city property located in the 3500 block of S. Graham Street; authorizing the sale of two tax parcels and the execution of a Purchase and Sale Agreement and Quit Claim Deed in connection therewith, to the Vietnamese Buddhist Community Co Lam Temple; designating the disposition of the sales proceeds; and ratifying and confirming prior actions.

Date Reported and Adopted

REPORT OF COMMITTEE

Honorable President:

Your Committee on _____

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

5/18/05 Passed (RJM+NW)

5-23-05 Passed 60 (Excused: Drago, Godden, Steenbrueck)

COMPROLLER FILE No. _____

Introduced: <i>4-18-05</i>	By: <i>Melver</i>
Referred: <i>4-18-05</i>	To: <i>Finance and Budget</i>
Referred:	To:
Referred:	To:
Reported: <i>5-23-05</i>	Second Reading:
Third Reading: <i>5-23-05</i>	Signed: <i>5-23-05</i>
Presented to Mayor: <i>5-24-05</i>	Approved: <i>5/31/05</i>
Returned to City Clerk: <i>6/1/05</i>	Published: <i>3pp. JWH @ 3pp.</i>
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

Law Department

Committee Chair

(V)

(a)

ORDINANCE 121816

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2
3 AN ORDINANCE relating to surplus city property located in the 3500 block of S. Graham
4 Street; authorizing the sale of two tax parcels and the execution of a Purchase and Sale
5 Agreement and Quit Claim Deed in connection therewith, to the Vietnamese Buddhist
6 Community Co Lam Temple; designating the disposition of the sales proceeds; and
7 ratifying and confirming prior actions.

8
9 WHEREAS, Resolution 29799 adopted policies and procedures and a process for notifying other
10 City departments or other governmental agencies of the potential availability of property
11 excess to department needs; and

12
13 WHEREAS, the City of Seattle acquired for general municipal purposes using Tax Property
14 Sales Funds that certain property identified in Section 1 below (The Property) pursuant to
15 Ordinance No. 88201 in 1959; and

16
17 WHEREAS, The Property is excess to the requirements of the Fleets and Facilities Department;
18 and

19
20 WHEREAS, the availability of The Property has been circulated to City departments and public
21 agencies as excess to the City's Fleets and Facilities Department requirements and no
22 city or other public agency has indicated interest in assuming jurisdiction over said
23 property; and

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25 WHEREAS, the Vietnamese Buddhist Community Co Lam Temple owns property that adjoins
26 both parcels of The Property and made a good faith proposal to purchase The Property to
27 provide additional space for its programs and activities; and

28
29 WHEREAS, the Fleets and Facilities Department and the Real Estate Oversight Committee,
30 having reviewed the suitability of the property against the criteria adopted in Resolution
31 29799, recommends sale of The Property to the Vietnamese Buddhist Community Co
32 Lam Temple for the negotiated price of \$128,000; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The real property legally described as follows:

Lot 8 and Lot 11, Hillman City Addition, Division No. 6, as recorded in Volume 11 of
Plats, Page 26, Records of King County, Washington.

is hereby declared to be surplus.



1 Section 2. The Fleets and Facilities Director (“Director”) is hereby authorized to execute
2 and deliver, for and on behalf of The City of Seattle, a Real Estate Purchase and Sale Agreement
3 (“Agreement”) in substantially the form attached hereto as “Attachment A” and, as part of the
4 closing for the conveyance contemplated herein, a Quit Claim Deed in substantially the form
5 attached hereto as “Attachment B.”
6

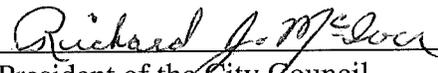
7 Section 3. Proceeds from the sales authorized herein shall first be used to reimburse the
8 Fleets and Facilities Department for the costs of appraisal and sale, and the remainder shall be
9 deposited in the Unrestricted Subaccount of the Cumulative Reserve Subfund (00164) in
10 accordance with Seattle Municipal Code 5.80.030, to be appropriated consistent with Council
11 Resolution 30379.
12

13 Section 4. Any act pursuant to the authority of this ordinance and prior to its effective
14 date is hereby ratified and confirmed.
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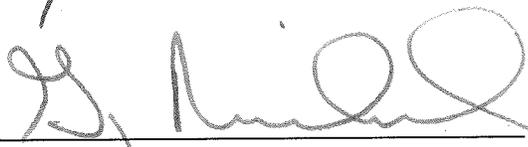


1 Section 5. This ordinance shall take effect and be in force thirty (30) days from and after
2 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days
3 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.
4

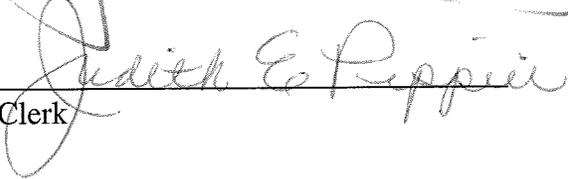
5 Passed by the City Council the 23rd day of May, 2005, and signed by me in
6 open session in authentication of its passage this 23rd day of May, 2005.
7

8 
9 Pro Tem President of the City Council

10
11
12 Approved by me this 31st day of May, 2005.
13

14 
15 Gregory J. Nickels, Mayor

16 Filed by me this 1st day of June, 2005.
17

18 
19 City Clerk

20
21 (Seal)

22 Attachment A: Purchase and Sale Agreement
23 Attachment B: Quit Claim Deed
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REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement ("Agreement") is made as of this ____ day of _____, 2005, by and between the Vietnamese Buddhist Community Co Lam Temple, a non-profit 501(c)(3) corporation ("Purchaser"), and the City of Seattle, a Washington municipal corporation ("Seller").

Recitals

A. Seller is the owner of that certain real property situated in King County, Washington, described below. The real property, together with all improvements and appurtenances thereto, is hereafter referred to as the "Property."

B. The Purchaser is the owner of real property located between and adjoining the Property. The Purchaser wants to purchase land to provide additional parking and space for community activities and events.

C. Seller desires to sell and the Purchaser desires to purchase the Property, subject to and in accordance with the terms and conditions set forth in this Agreement.

Agreement

1. **Conveyance:** Purchaser agrees to purchase, and the Seller agrees to sell and convey, upon the terms and conditions contained herein, the Property, which is located on the south side of South Graham Street between 33rd Avenue South and Martin Luther King Jr. Way South in the City of Seattle, in King County, State of Washington, and legally described as follows:

Lots 8 and 11, Block 11, Hillman City Addition, Division #6, as recorded in Volume 11 of Plats, page 26, Records of King County, Washington.

by Quit Claim Deed in the form attached hereto as Exhibit A and incorporated herein by this reference and to be delivered at closing .

2. **Purchase Price:** The purchase price is One Hundred Twenty-eight Thousand and no/100 Dollars (\$128,000.00).

3. **Terms of Payment:** At Closing, Purchaser shall pay the Seller a total down payment of Twenty-five Thousand Dollars and no/100 (\$25,000.00). The balance of the Purchase Price, One Hundred Three Thousand Dollars and no/100 (\$103,000.00), with interest, as described below, shall be paid in five consecutive annual payments of Twenty Thousand Six Hundred Dollars (\$20,600.00), each, with the first installment due on the first anniversary of the Closing date. In addition to said principal payment, each annual payment shall include simple interest calculated at six percent (6%) of the unpaid principal balance

4. **Council Authorization Required:** Purchaser agrees and understands that the Seller must comply with a number of specific Policies and Procedures for the Disposition of city



property, that the legislative documents and supporting materials must be approved at several stages, and that ultimately sale to the Purchaser must be approved and authorized by the Seattle City Council.

5. Early Payment by Purchaser: Purchaser is entitled to accelerate payments and to fulfill its purchase obligations in less than the five years set forth in Paragraph 3 above. Purchaser will not be penalized for early or accelerated payments and will receive appropriate credits for interest not actually accrued or earned by the Seller.

6. Additional Documents: Purchaser agrees and understands that Purchaser will be required to execute a Promissory Note and Deed of Trust at the Closing of the sale of the Property to guarantee payment of the Purchase Price to Seller. Copies of the proposed forms of these documents are attached hereto as Exhibits B and C.

7. Closing Date: The Closing of this transaction shall occur not later than the ninetieth (90th) day after the effective date of the City of Seattle ordinance authorizing execution of this Agreement.

8. Costs: Purchaser shall be responsible for all recording costs including: the excise tax affidavit, Promissory Note and Deed of Trust and all other transaction documents that require recording, any associated real estate excise taxes, and trustee services for the Deed of Trust, and upon faithful performance of the terms of the Deed of Trust and Promissory Note, shall pay the costs of recording the Quit Claim Deed. Except as specifically provided herein, neither party shall be responsible for paying any costs incurred by the other party in connection with this Agreement.

9. Condition of Property: **The Property is to be conveyed AS-IS, WHERE-IS, WITH-ALL-FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO ITS CONDITION, ENVIRONMENTAL OR OTHERWISE, OR ITS SUITABILITY OR SUFFICIENCY FOR THE PURCHASER'S INTENDED USES AND PURPOSES. Seller makes no representation or warranty whatsoever as to the condition of the Property to be conveyed to Purchaser under this Agreement.**

10. Acknowledgement, Release, & Indemnification Commitment Regarding Condition of Property: Purchaser acknowledges that adverse physical, economic or other conditions (including without limitation, adverse environmental soils and ground-water conditions), either latent or patent, may exist on the Property and assumes Seller's responsibility for all environmental conditions of the Property, known or unknown, including but not limited to responsibility, if any, for investigation, removal or remediation actions relating to the presence, release or threatened release of any Hazardous Substance or other environmental contamination relating to the Property. Purchaser also releases and shall indemnify, defend, and hold Seller and its past, present and future officials, employees, and agents, harmless from and against any and all claims, demands, penalties, fees, damages, losses, expenses (including but not limited to regulatory agencies, attorneys, contractors and consultants' fees and costs), and liabilities arising out of, or in any way connected with, the condition of the Property including but not limited to any alleged or actual past, present or future presence, release or



threatened release of any Hazardous Substance in, on, under or emanating from the Property, or any portion thereof or improvement thereon, from any cause whatsoever; it being intended that Purchaser shall so indemnify Seller and such personnel without regard to any fault or responsibility of Seller or the Purchaser. The obligation to complete all environmental investigation, removal or remediation of the Property and the acknowledgement, release and indemnification touch and concern the Property, restrict the use of the Property, constitute an assessment against the Property and are intended to run with the land and bind Purchaser and Purchaser's heirs, successors and assigns, and inure to the benefit of Seller and its successors and assigns.

For purposes of this section, the term "Hazardous Substance" shall mean petroleum products and compounds containing them; flammable materials; radioactive materials; polychlorinated biphenyls ("PCBs") and compounds containing them; asbestos or asbestos-containing materials in any friable form; underground or above-ground storage tanks; or any substance or material that is now or hereafter becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to environmental protection, contamination or cleanup.

The Purchaser's release shall include both claims by the Purchaser against Seller and cross-claims against Seller by the Purchaser based upon claims made against the Purchaser by any and all third parties. The obligation to indemnify and defend shall include, but not be limited to, any liability of the Purchaser to any and all federal, state or local regulatory agencies or other persons or entities for remedial action costs and natural resources damages claims. The obligation to complete all environmental investigation, removal or remediation of the Property and the acknowledgement, release and indemnification touch and concern the Property, restrict the use of the Property, constitute an assessment against the Property and are intended to run with the land and bind the Purchaser and the Purchaser's heirs, successors and assigns, and inure to the benefit of Seller and its successors and assigns. This release means that the Purchaser accepts the Property "as-is, where-is and with-all-faults," and that the Purchaser assumes all responsibilities of Seller to investigate, remove and remediate any environmental conditions on the Property and has no recourse against Seller or any of its officers, employees or agents for any claim or liability with respect to the Property.

Seller shall have the right to defend itself and seek from the Purchaser recovery of any damages, liabilities, settlement awards and defense costs and expenses incurred by Seller if the Purchaser does not accept unconditionally Seller's tender to the Purchaser of the duty to investigate, remove and/or remediate environmental conditions on the Property and/or defend and indemnify Seller against any such claim, suit, demand, penalty, fee, damages, losses, cost or expense. This section shall apply regardless of whether or not the Purchaser is culpable, negligent or in violation of any law, ordinance, rule or regulation. This section is not intended, nor shall it, release, discharge or affect any rights or causes of action that Seller or the Purchaser may have against any other person or entity, except as otherwise expressly stated herein, and each of the parties reserves all such rights including, but not limited to, claims for contribution or cost recovery relating to any Hazardous Substance in, on, under or emanating from the Property.



11. Default:

a. Purchaser's Remedies. In the event Seller defaults in any of its material obligations under this Agreement, Purchaser, at Purchaser's option, may (1) seek to specifically enforce this Agreement, or (2) terminate this Agreement by written notice to Seller.

b. Seller's Remedies. In the event Purchaser defaults in any of its material obligations under this Agreement, Seller, at Seller's option, may (1) seek to specifically enforce this Agreement, or (2) terminate this Agreement by written notice to Purchaser.

In the event of default, all amounts paid to the date of default will be retained by the Seller unless a negotiated settlement or litigated resolution of the respective rights and obligations of the parties hereto determines otherwise.

12. Notices: All notices required or permitted hereunder shall be in writing and shall either be delivered in person, sent through the United States Postal Service by certified mail, postage prepaid, return receipt requested, or delivered via an overnight courier service, and shall be deemed received on the sooner of actual receipt or three (3) days after deposit in the mail or delivery to the courier service if addressed to Seller or to Purchaser, as the case may be, at the address set forth and with copies as specified below:

Notices to Seller: David Hemmelgarn
The City of Seattle
Fleets and Facilities Department
14th Floor, Alaska Building
618 Second Avenue
Seattle, Washington 98104

Notices to Purchaser: Thai Din Cu
Vietnamese Buddhist Community, Co Lam Temple
3503 S. Graham St.
Seattle, Washington 98118

13. Amendments: Amendments to this Agreement may be made only after written approval by Seller and by Purchaser. Amendments that are not fairly within the scope of the authorizing ordinance, solely as determined by the City of Seattle City Attorney's Office, shall not be effective unless authorized by separate ordinance.

14. Time: Time is the essence with respect to all provisions of this Agreement.

15. Force Majeure: In the event that either party is unable to perform any or all of its obligations under this Agreement because of a natural disaster, action or decree of a governmental entity, or labor dispute, the party that has been so affected immediately shall give notice to the other party and shall do everything reasonably possible to resume performance. In the event that any such contingency occurs and notice is so given, the party that has had its performance affected shall have a reasonable time in which to resume



performance, and nonperformance for a reasonable period of time shall not constitute a default under this Agreement.

16. Governing Law; Venue: This Agreement shall be governed by the laws of the State of Washington. The venue for any action hereunder shall be in Superior Court of the State of Washington for King County.

17. Attorneys' Fees: In the event of any litigation including, without limitation, bankruptcy, appellate, or arbitration proceedings between the parties arising out of or in connection with this Agreement, the substantially non-prevailing party shall pay all reasonable costs incurred by the substantially prevailing party including but not limited to reasonable attorneys' fees of the substantially prevailing party. If Seller prevails, its attorneys' fees shall be computed at the same rates charged by a private attorney in downtown Seattle who practices in a firm having at least as many attorneys as are employed in the Seattle City Attorney's Office, and who has experience comparable to the attorney representing the City.

18. Singular and Plural Terms: In this Agreement the use of the singular shall include the plural; and pronouns of any gender or none shall include the masculine, feminine, and neutral, as the context may require.

19. No Real Estate Broker or Agent Involved: The parties warrant and covenant to each other (said warranty and covenant surviving Closing) that neither has involved any real estate agent or broker in this transaction and that no commission is due to any real estate agent or broker as a result of this transaction.

20. Agreement Survives Conveyance; Indemnification Obligation Survives Conveyance or Termination: It is the intent of the parties hereto that the provisions of this Agreement, including but not limited to its representations, warranties, waiver and release, and indemnification obligation shall survive the Closing of this conveyance and the delivery of any deed hereunder, and shall not be merged by or merge into any deed transferring any interest in the Property or any portion thereof; and that no such deed shall be deemed to affect or impair, in any way, any of the provisions, conditions, covenants, or terms of this Agreement, except as otherwise provided in this Property.

21. Binding Effect on Heirs, Successors & Assigns: This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

22. Entire Understanding: This Agreement and the Attachments hereto constitute the entire Agreement of the parties with respect to the subject matter hereof and supersede any and all prior agreements or understandings with respect to such matters.



IN WITNESS HEREOF the parties have signed this Real Estate Purchase and Sale Agreement as of the date first stated above.

The City of Seattle

Vietnamese Buddhist Community

By: _____
Brenda Bauer
Director
Fleets and Facilities Department

By: _____
Name _____
Title _____



After recording, return to:

QUIT CLAIM DEED
(Unimproved Property)

Reference number of related documents:

Grantor: The City of Seattle

Grantee: Vietnamese Buddhist Community Co Lam Temple

Legal Description:

1. Abbreviated Form: Lots 8 and 11, Hillman City Addition, Division No. 6, Seattle, King County, Washington
2. Additional legal description is on Page 1 of this document.

Assessor's Property Tax Parcel Account Number(s): 333300-1750; 333300-1770

Grant. The City of Seattle, a Washington municipal corporation ("Grantor"), hereby conveys and quit claims to Vietnamese Buddhist Community Co Lam Temple, ("Grantee"), for and in consideration of the sum of One Hundred Twenty-Eight Thousand Dollars (\$128,000), plus interest, and subject to the COVENANT set forth below that certain real property located in the City of Seattle, King County, Washington, and legally described as follows:

Lot 8 and Lot 11, Block 11, Hillman City Addition, Division No. 6, as recorded in Volume 11 of Plats, page 26, Records of King County, Washington.

COVENANT REGARDING ENVIRONMENTAL CONDITIONS

The Property described herein is conveyed AS-IS, WHERE-IS, WITH-ALL-FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO ITS CONDITION, ENVIRONMENTAL OR OTHERWISE, OR ITS SUITABILITY OR SUFFICIENCY FOR THE GRANTEE'S INTENDED USES AND PURPOSES. Grantee acknowledges that adverse physical, economic or other conditions (including without limitation, adverse environmental soils and ground-water conditions), either latent or patent, may exist on the Property and



assumes Grantor's responsibility for all environmental conditions of the Property, known or unknown, including but not limited to responsibility, if any, for investigation, removal or remediation actions relating to the presence, release or threatened release of any Hazardous Substance or other environmental contamination relating to the Property. Grantee also releases and shall indemnify, defend, and hold Grantor and its past, present and future officials, employees, and agents, harmless from and against any and all claims, demands, penalties, fees, damages, losses, expenses (including but not limited to regulatory agencies, attorneys, contractors and consultants' fees and costs), and liabilities arising out of, or in any way connected with, the condition of the Property including but not limited to any alleged or actual past, present or future presence, release or threatened release of any Hazardous Substance in, on, under or emanating from the Property, or any portion thereof or improvement thereon, from any cause whatsoever; it being intended that Grantee shall so indemnify Grantor and such personnel without regard to any fault or responsibility of Grantor or Grantee. The obligation to complete all environmental investigation, removal or remediation of the Property and the acknowledgement, release and indemnification touch and concern the Property, restrict the use of the Property, constitute an assessment against the Property and are intended to run with the land and bind Grantee and Grantee's heirs, successors and assigns, and inure to the benefit of Grantor and its successors and assigns.

For purposes of this COVENANT, the term "Hazardous Substance" shall mean petroleum products and compounds containing them; flammable materials; radioactive materials; polychlorinated biphenyls ("PCBs") and compounds containing them; asbestos or asbestos-containing materials in any friable form; underground or above-ground storage tanks; or any substance or material that is now or hereafter becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to environmental protection, contamination or cleanup.

Grantee's release shall include both claims by Grantee against Grantor and cross-claims against Grantor by Grantee based upon claims made against Grantee by any and all third parties. The obligation to indemnify and defend shall include, but not be limited to, any liability of Grantor to any and all federal, state or local regulatory agencies or other persons or entities for remedial action costs and natural resources damages claims. The obligation to complete all environmental investigation, removal or remediation of the Property and the acknowledgement, release and indemnification touch and concern the Property, restrict the use of the Property, constitute an assessment against the Property and are intended to run with the land and bind Grantee and Grantee's heirs, successors and assigns, and inure to the benefit of Grantor and its successors and assigns. This release means that Grantee accepts the Property "as-is, where-is and with-all-faults," and that Grantee assumes all responsibility of Grantor to investigate, remove and remediate any environmental conditions on the Property and has no recourse against Grantor or any of its officers, employees or agents for any claim or liability with respect to the Property.



Grantor shall have the right to defend itself and seek from Grantee recovery of any damages, liabilities, settlement awards and defense costs and expenses incurred by Grantor if Grantee does not accept unconditionally Grantor's tender to Grantee of the duty to investigation, remove and/or remediate environmental conditions on the Property and/or defend and indemnify Grantor against any such claim, suit, demand, penalty, fee, damages, losses, cost or expense. This Covenant shall apply regardless of whether or not Grantee is culpable, negligent or in violation of any law, ordinance, rule or regulation. This Covenant is not intended, nor shall it, release, discharge or affect any rights or causes of action that Grantor or Grantee may have against any other person or entity, except as otherwise expressly stated herein, and each of the parties reserves all such rights including, but not limited to, claims for contribution or cost recovery relating to any Hazardous Substance in, on, under or emanating from the Property.

Executed this ____ day of _____, 2005, pursuant to Ordinance _____ of The City of Seattle.

THE CITY OF SEATTLE

By: _____
Fleets & Facilities Director

_____, the Grantee(s)/Purchaser(s) herein does/do hereby acknowledge and accept all of the terms, conditions, and provisions of the foregoing Covenant Regarding Environmental Conditions.

Date: _____

By: _____



PROMISSORY NOTE**\$103,000.00 (U.S.)****Seattle, Washington**
_____, **2005**

FOR VALUE RECEIVED, the undersigned borrower, Vietnamese Buddhist Community, Co Lam Temple, a Washington nonprofit 501(c)(3) corporation, ("VBC"), promises to pay to the order of the City of Seattle, a Washington municipal corporation, ("City") at the City's offices at Fleets & Facilities Department, 14th Floor, Alaska Building, 618 Second Avenue, Seattle, Washington 98104, or at such other place as the holder of this Note (hereinafter, "holder") may from time to time designate in writing, the sum of One Hundred Three Thousand Dollars (\$103,000.00) in lawful money of the United States, with interest thereon from the date of this Note until paid at the rate set forth below. Payment shall be in five annual payments; due upon the anniversary of the date of this Note, with simple interest payable each year at the date of said annual payment on the declining balance.

SECTION 1. Interest Rate.

The per annum interest rate hereunder (the "Note Rate") shall be six percent (6%).

SECTION 2. Annual Payments.

Beginning on the first anniversary of the date of this Note and on the same day of each and calendar year thereafter for four additional years (the "Annual Payment Dates"), VBC shall make an annual payment of principal to holder in the amount of Twenty Thousand Six Hundred Dollars (\$20,600.00). In addition to said principal payment; the annual payment shall include payment of simple interest at the Note Rate on the unpaid principal balance immediately prior to payment.

SECTION 3. Maturity.

Unless sooner repaid by Borrower, the entire unpaid principal balance of this Note, plus all accrued but unpaid interest, and all other amounts owing hereunder shall be due and payable in full on the fifth anniversary of the date of this Note (the "Maturity Date").

SECTION 4. Application of Payments.

Payments shall be applied: (i) first, to the payment of accrued interest; (ii) second, at the option of holder, to the payment of any other amounts owing under this Note or secured by the Security Documents, other than accrued interest and principal, including, but not limited to advances holder may have made for taxes, assessments, insurance premiums, attorneys' fees, or



other charges on any property given as security for this Note and late charges due hereunder; and (iii) third, to the reduction of principal of this Note.

SECTION 5. Prepayment.

Borrower may, upon thirty (30) days' prior written notice to holder, prepay its obligation under this Note in full or in part on any Annual Payment Date without penalty.

SECTION 6. Late Charge.

If any amount payable hereunder is paid more than ten (10) days after the due date thereof, Borrower promises to pay a late charge of One Hundred Dollars (\$100.00) as liquidated damages for the extra expense in handling past due payments.

SECTION 7. Security.

This Note is secured by that certain deed of trust from VBC to the City of even date herewith and executed by VBC, encumbering real property located in King County, Washington (the "Deed of Trust").

SECTION 8. Default; Remedies.

If default is made in the payment of any amount payable hereunder when due or in the keeping of any covenant of the Deed of Trust or this Note, then, at the option of holder, the entire indebtedness evidenced hereby shall become immediately due and payable. Upon default, and without notice or demand, all amounts owed under this Note, including all accrued but unpaid interest, shall thereafter bear interest at the rate of five percent (5%) per annum above the Note Rate (the "Default Rate") until such default is cured. Failure to exercise any option granted to holder hereunder shall not waive the right to exercise the same in the event of any subsequent default. Interest at the Default Rate shall commence to accrue upon default under this Note, including the failure to pay this Note at maturity.

SECTION 9. Attorneys' Fees.

In the event of any default under this Note, or in the event that any dispute arises relating to the interpretation, enforcement, or performance of this Note, the holder shall be entitled to collect from VBC on demand all fees and expenses incurred in connection therewith, including but not limited to fees of attorneys, accountants, appraisers, environmental inspectors, consultants, expert witnesses, arbitrators, mediators, and court reporters. Without limiting the generality of the foregoing, VBC shall pay all such costs and expenses incurred in connection with (a) arbitration or other alternative dispute resolution proceedings, trial court actions, and appeals; (b) bankruptcy or



other insolvency proceedings of Borrower, any guarantor or other party liable for any of the obligations of this Note, or any party having any interest in any security for any of those obligations; (c) judicial or nonjudicial foreclosure on, or appointment of a receiver for, any property securing this Note; (d) postjudgment collection proceedings; (e) all claims, counterclaims, cross-claims, and defenses asserted in any of the foregoing whether or not they arise out of or are related to this Note or any security for this Note; (f) all preparation for any of the foregoing; and (g) all settlement negotiations with respect to any of the foregoing.

SECTION 10. Miscellaneous.

a) Every person or entity at any time liable for the payment of the indebtedness evidenced hereby waives presentment for payment, demand, and notice of nonpayment of this Note. Every such person or entity further hereby consents to any extension of the time of payment hereof or other modification of the terms of payment of this Note, the release of all or any part of the security herefor or the release of any party liable for the payment of the indebtedness evidenced hereby at any time and from time to time at the request of anyone now or hereafter liable therefor. Any such extension or release may be made without notice to any of such persons or entities and without discharging their liability.

b) Each person or entity who signs this Note is jointly and severally liable for the full repayment of the entire indebtedness evidenced hereby and the full performance of each and every obligation contained in this Note and the Deed of Trust, except for persons signing solely in their representative capacity.

c) The headings to the various sections have been inserted for convenience of reference only and do not define, limit, modify, or expand the express provisions of this Note.

d) Time is of the essence under this Note and in the performance of every term, covenant and obligation contained herein.

e) This Note is made with reference to and is to be construed in accordance with the laws of the state of Washington.

f) Each married person who executes this Note as a Borrower agrees that recourse hereunder can be had to his or her separate property as well as the assets of his or her marital community.



RECORDED AT THE REQUEST OF:
AND AFTER RECORDING RETURN TO:

Seattle, WA 98_____

DEED OF TRUST

Grantor: Vietnamese Buddhist Community, Co Lam Temple, a Washington nonprofit 501(c)(3) corporation
Grantee: The City of Seattle, a Washington municipal corporation
Legal Description: L 8 & 11, B 11, Hillman City Add, Vol. 11, P 23 Official legal description on page 1.
Assessor's Tax Parcel ID#: 333300-1750 and 333300-1770
Reference # (If applicable): Not applicable



DEED OF TRUST
(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this ____ day of _____, 2004, between Vietnamese Buddhist Community, CoLam Temple, a Washington nonprofit 501(c)(3) corporation, GRANTOR, whose address is 3503 S. Graham Street, Seattle, WA 98118, First American Title Insurance Company, a corporation, TRUSTEE, whose address is 2101 Fourth Avenue, Seattle, Washington 98121 and The City of Seattle, a Washington municipal corporation, BENEFICIARY, whose address is 618 2nd Avenue, 14th Floor, Seattle, WA. 98104,

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in King County, Washington:

Lots 8 and 11, Block 11, Hillman City Addition, Division #6, as recorded in Volume 11 of Plats, page 23, Records of King County, Washington.

Tax Account Numbers: 333300-1750 and 333300-1770

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of One Hundred Three Thousand and 00/100 Dollars, with interest (\$103,000.00), in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.



EXHIBIT C

3. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

4. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

5. Should Grantor fail to pay when due any taxes, assessments, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding by any entity other than Grantor, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.



EXHIBIT C

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter, Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to inures to, the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

GRANTOR:

Vietnamese Buddhist Community, Co Lam Temple, a Washington nonprofit 501(c)(3) corporation

By: Thai Dinh Cu
Its: President



STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this ____ day of _____, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thai Dinh Cu, to me known to be the President of the Board of the Vietnamese Buddhist Community, Co Lam Temple, non-profit corporation On behalf of which the within and foregoing instrument was executed, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this instrument above written.

(Signature) (Print or Type Name)

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

My commission expires _____.



REQUEST FOR FULL RECONVEYANCE
Do not record. To be used only when note has been paid.

TO: TRUSTEE,

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied, and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____, 2005



After recording, return to:

QUIT CLAIM DEED
(Unimproved Property)

Reference number of related documents:

Grantor: The City of Seattle

Grantee: Vietnamese Buddhist Community Co Lam Temple

Legal Description:

1. Abbreviated Form: Lots 8 and 11, Hillman City Addition, Division No. 6, Seattle, King County, Washington
2. Additional legal description is on Page 1 of this document.

Assessor's Property Tax Parcel Account Number(s): 333300-1750; 333300-1770

Grant. The City of Seattle, a Washington municipal corporation ("Grantor"), hereby conveys and quit claims to Vietnamese Buddhist Community Co Lam Temple, ("Grantee"), for and in consideration of the sum of One Hundred Twenty-Eight Thousand Dollars (\$128,000), plus interest, and subject to the COVENANT set forth below that certain real property located in the City of Seattle, King County, Washington, and legally described as follows:

Lot 8 and Lot 11, Block 11, Hillman City Addition, Division No. 6, as recorded in Volume 11 of Plats, page 26, Records of King County, Washington.

COVENANT REGARDING ENVIRONMENTAL CONDITIONS

The Property described herein is conveyed AS-IS, WHERE-IS, WITH-ALL-FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO ITS CONDITION, ENVIRONMENTAL OR OTHERWISE, OR ITS SUITABILITY OR SUFFICIENCY FOR THE GRANTEE'S INTENDED USES AND PURPOSES. Grantee acknowledges that adverse physical, economic or other conditions (including without limitation, adverse environmental soils



and ground-water conditions), either latent or patent, may exist on the Property and assumes Grantor's responsibility for all environmental conditions of the Property, known or unknown, including but not limited to responsibility, if any, for investigation, removal or remediation actions relating to the presence, release or threatened release of any Hazardous Substance or other environmental contamination relating to the Property. Grantee also releases and shall indemnify, defend, and hold Grantor and its past, present and future officials, employees, and agents, harmless from and against any and all claims, demands, penalties, fees, damages, losses, expenses (including but not limited to regulatory agencies, attorneys, contractors and consultants' fees and costs), and liabilities arising out of, or in any way connected with, the condition of the Property including but not limited to any alleged or actual past, present or future presence, release or threatened release of any Hazardous Substance in, on, under or emanating from the Property, or any portion thereof or improvement thereon, from any cause whatsoever; it being intended that Grantee shall so indemnify Grantor and such personnel without regard to any fault or responsibility of Grantor or Grantee. The obligation to complete all environmental investigation, removal or remediation of the Property and the acknowledgement, release and indemnification touch and concern the Property, restrict the use of the Property, constitute an assessment against the Property and are intended to run with the land and bind Grantee and Grantee's heirs, successors and assigns, and inure to the benefit of Grantor and its successors and assigns.

For purposes of this COVENANT, the term "Hazardous Substance" shall mean petroleum products and compounds containing them; flammable materials; radioactive materials; polychlorinated biphenyls ("PCBs") and compounds containing them; asbestos or asbestos-containing materials in any friable form; underground or above-ground storage tanks; or any substance or material that is now or hereafter becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to environmental protection, contamination or cleanup,

Grantee's release shall include both claims by Grantee against Grantor and cross-claims against Grantor by Grantee based upon claims made against Grantee by any and all third parties. The obligation to indemnify and defend shall include, but not be limited to, any liability of Grantor to any and all federal, state or local regulatory agencies or other persons or entities for remedial action costs and natural resources damages claims. The obligation to complete all environmental investigation, removal or remediation of the Property and the acknowledgement, release and indemnification touch and concern the Property, restrict the use of the Property, constitute an assessment against the Property and are intended to run with the land and bind Grantee and Grantee's heirs, successors and assigns, and inure to the benefit of Grantor and its successors and assigns. This release means that Grantee accepts the Property "as-is, where-is and with-all-faults," and that Grantee assumes all responsibility of Grantor to investigate, remove and remediate any environmental conditions on the Property and has no recourse against Grantor or any of its officers, employees or agents for any claim or liability with respect to the Property.



Grantor shall have the right to defend itself and seek from Grantee recovery of any damages, liabilities, settlement awards and defense costs and expenses incurred by Grantor if Grantee does not accept unconditionally Grantor's tender to Grantee of the duty to investigation, remove and/or remediate environmental conditions on the Property and/or defend and indemnify Grantor against any such claim, suit, demand, penalty, fee, damages, losses, cost or expense. This Covenant shall apply regardless of whether or not Grantee is culpable, negligent or in violation of any law, ordinance, rule or regulation. This Covenant is not intended, nor shall it, release, discharge or affect any rights or causes of action that Grantor or Grantee may have against any other person or entity, except as otherwise expressly stated herein, and each of the parties reserves all such rights including, but not limited to, claims for contribution or cost recovery relating to any Hazardous Substance in, on, under or emanating from the Property.

Executed this ____ day of _____, 2005, pursuant to Ordinance _____ of The City of Seattle.

THE CITY OF SEATTLE

By: _____
Fleets & Facilities Director

_____, the Grantee(s)/Purchaser(s) herein does/do hereby acknowledge and accept all of the terms, conditions, and provisions of the foregoing Covenant Regarding Environmental Conditions.

Date: _____

By: _____



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Fleets and Facilities	David Hemmelgarn 684-0701	Candice Chin 233-7014

Legislation Title: An ordinance relating to surplus city property located in the 3500 block of S. Graham Street; authorizing the sale of two tax parcels and the execution of a Purchase and Sale Agreement and Quit Claim Deed in connection therewith, to the Vietnamese Buddhist Community Co Lam Temple; designating the disposition of the sales proceeds; and ratifying and confirming prior actions.

• **Summary of the Legislation:**

This legislation authorizes the sale of excess City real property located in the 3500 block of S. Graham Street. The Purchaser is the landowner situated between and adjoining the city parcels; namely the Vietnamese Buddhist Community Co Lam Temple. The Temple has expressed an interest in acquiring the city property for several years and intends to provide additional space for its programs and activities. The property will be sold for \$128,000. Proceeds will be received in annual increments over the next six years. They will be deposited in the Cumulative Reserve Subfund, Unrestricted Subaccount in accordance with SMC 5.80.030. This legislation does not appropriate these revenues.

• **Background:**

The subject property, identified as King County tax parcels 333300-1750 and 333300-1770, was acquired by the City of Seattle in 1959 under the authority of Ordinance 88201. That legislation's purpose was to protect city LID assessment liens and to acquire land for possible future use for the proposed Empire Way Expressway. Funds for the acquisition came from the Tax Property Sales Fund. King County Treasurer's Deeds were recorded in 1959.

These parcels, identified as PMA Nos. 1639 and 1640 in the City's Real Property Asset Management System, have remained practically unused for public purposes since their acquisition. The Fleets and Facilities Department designated the property as excess in 2001. The parcels are determined to be surplus, because no municipal uses were identified when FFD circulated parcel availability to city departments and other public agencies in autumn 2001. Located in the North Rainier neighborhood planning area, the property was not initially identified as being desirable or needed for the development or implementation of neighborhood plans. In 2002, the Vietnamese Buddhist Community Co Lam Temple renewed previous efforts it had made about purchasing the flanking City parcels to provide additional space for its programs and activities.

An April 2004 appraisal valued the combined parcels at \$133,000. Negotiations with the Co Lam Temple recognized the steep slopes on PMA No. 1639 and the wetland features existing on PMA No. 1640 and reduced the agreed purchase price to \$128,000.



- Please check one of the following:

This legislation does not have any financial implications.

This legislation has financial implications.

Appropriations:

There are no appropriations.

Fund Name and Number	Department	Budget Control Level*	2005 Appropriation	2006 Anticipated Appropriation
TOTAL	N/A		N/A	N/A

Anticipated Revenue/Reimbursement: Resulting From This Legislation:

Fund Name and Number	Dept	Revenue Source	2005	2006	2007	2008	2009	2010	Total
Unrestricted Subaccount, Cumulative Reserve Subfund (00164)	FFD	Property Sale	\$21,700	\$26,780	\$25,544	\$24,308	\$23,072	\$21,836	\$143,240
TOTAL			\$21,700	\$26,780	\$25,544	\$24,308	\$23,072	\$21,836	\$143,240

Notes: At closing, Co Lam Temple will pay \$25,000. The net amount deposited into the CRF-Unrestricted Subaccount will be approximately \$21,670, reflecting anticipated transaction costs of about \$3,300 (\$3,200 for the appraisal and a preliminary title report work charge of \$130). The balance of the purchase price, \$103,000 will be paid in five consecutive annual payments of \$20,600 along with accrued interest to the date of payment. The annual payment date shall be the anniversary of the closing date. Simple interest is set at six percent on the declining balance, and Co Lam Temple has the option to accelerate payments to reduce total interest paid. In that case, total revenue would be less than the \$143,240 projection noted in the table above.



Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE Impact:

There are no positions created or abrogated through this legislation.

Position Title and Department*	Fund Name	Fund Number	Part-Time/Full Time	2005 Positions	2005 FTE	2006 Positions**	2006 FTE**
TOTAL							

- **Do positions sunset in the future?** N/A

Spending/Cash Flow:

Fund Name and Number	Department	Budget Control Level*	2005 Expenditures	2006 Anticipated Expenditures
TOTAL				

Notes: Not Applicable

- **What is the financial cost of not implementing the legislation?**

The costs of not implementing this legislation are 1) ongoing and increasing costs for maintenance and upkeep on surplus property, 2) loss of the goodwill created by straightforward and good faith negotiations with the Vietnamese Buddhist community, and 3) loss of proceeds from the sale to the Temple of two parcels of property that have been unused by the City for over thirty years.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** (Include any potential alternatives to the proposed legislation, such as reducing fee-supported activities, identifying outside funding sources for fee-supported activities, etc.)

There are no alternatives that could achieve the same or similar income levels and simultaneously reduce maintenance cost.



- **Is the legislation subject to public hearing requirements:**

No.

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

None.

Please list attachments to the fiscal note below:

Attachment 1 – Preliminary Reports (Use and Disposition Analysis for PMA Nos. 1639 & 1640)

Attachment 2 - Maps



PRELIMINARY REPORT
EVALUATION OF REUSE AND DISPOSAL OPTIONS FOR
PMA No. 1639

Resolution 29799 directs the Executive is to make its recommendations on the reuse or disposal of excess property on a case by case basis, using *the Procedures for Evaluation of the Reuse and Disposal of the City's Real Property* adopted by that resolution. Additionally, the Resolution identifies guidelines that are to be considered in making a recommendation. This report addresses each of the guidelines outlined in Resolution 29799 in support of the recommendation.

Property Management Area: PMA No. 1639 – A vacant parcel on S. Graham Street West and adjacent to 3503 S. Graham Street
Seattle WA 98118

BACKGROUND INFORMATION

Legal Description: Lot 11, Block 11, Hillman City Addition, Division No. 6, as recorded in Volume 11 of Plats, Page 26, Records of King County, Washington.

Physical Description and Related Factors

This property is identified by the King County Assessor under property tax ID Number 333300-1770. This parcel consists of approximately 19,862 square feet of SF 5000 zoned land. The property is vacant and the rear one-half of the lot holds thick trees and shrubs as it slopes down west to east at grades from 10% to 35%. It is rectangular in shape with approximately 67 feet of frontage along S. Graham Street and along its southern boundary. Their measurement along its eastern and western boundary lines is 292 feet. A footpath has been established across the Graham Street-side front of the lot. This path leads from the Vietnamese Buddhist Temple Abbot's residence, situated on the lot west of PMA No. 1639, across the subject and down the slope to the Temple property. This parcel and PMA No. 1640 flank the Vietnamese Buddhist Temple.

GUIDELINE A: CONSISTENCY

The analysis should consider the purpose for which the property was originally acquired, funding sources used to acquire the property, terms and conditions of original acquisition, the title or deed conveying the property, or any other contract or instrument by which the City is bound or to which the property is subject, and City, state or federal ordinances, statutes and regulations.

This property was acquired by the City of Seattle in 1959 under Ordinance No. 88201 to protect city LID assessment liens and for possible future use for the proposed Empire Way Expressway. The funds came from the Tax Property Sales Fund and the property is an asset of that fund "not to be released for sale until the exact route of the Empire expressway has been established." The King County Treasurer's Deed conveying the property to the City of Seattle was recorded In November 1959 under Recorder's No. 5036132. No contracts or other



legal instruments bind the property. The property is not subject to any out-of-the ordinary governmental laws or regulations.

GUIDELINE B: COMPATIBILITY AND SUITABILITY

The recommendation should reflect an assessment of the potential for use of the property in support of adopted Neighborhood Plans, as or in support of low-income housing, in support of economic development, in support of affordable housing, for park or open space; in support of Sound Transit Link Light Rail station area development; as or in support of child care facilities, and in support of other priorities reflected in adopted City policies.

Context

This property is located within the boundaries of the city of Seattle. Neither its location nor its features are such that it could be readily adapted or used to promote a public purpose or city service. It has not been identified as a site either needed or desired for the implementation of the North Rainier Neighborhood Plan. Its qualities and characteristics do not make it a good candidate for use or support of city policies on affordable housing, park or open space, or economic development. It is not located within a Sound Transit station planning area.

Range of Options

Options include sale by public bid, negotiated sale, long-term ground lease, or retention by the city. Since no City department identified current or future uses for the property, and in light of the location of the property, neither a long-term ground lease nor retention of the property are in the best interests of the City. The adjoining Vietnamese Buddhist Community – Co Lam Temple has expressed interest in purchasing this property since 1992. Co Lam Temple has proposed acceptable terms for the purchase of both PMA No. 1639 and PMA No.1640 with the goal of using the additional property to expand services to the growing Vietnamese community.

GUIDELINE C: OTHER FACTORS

The recommendation should consider the highest and best use of the property, compatibility of the proposed use with the physical characteristics of the property and with surrounding uses, timing and term of the proposed use, appropriateness of the consideration to be received, unique attributes that make the property hard to replace, potential for consolidation with adjacent public property to accomplish future goals and objectives, conditions in the real estate market, and known environmental factors that make affect the value of the property.

Highest and Best Use: Several appraisal reports have evaluated this property since 1995. The highest and best use of the property is single-family housing. The slope of the property would need to be stabilized. The site would only support the construction of one single-family residence due to the steep topography on site. Use for development of single family dwellings is compatible with the property's characteristics and the surrounding single-family neighborhood.

Compatibility with the physical characteristics:

The land is suitable for single family housing and such development would fit in with the surrounding mix of neighborhood uses. Located adjacent to the Co Lam Temple, the land is also perfectly located to become an extension of the temple grounds to be used as an outdoor site for contemplation and meditation, as is planned by the temple.

Compatibility with surrounding uses:



The most likely use of the property will be for auxiliary uses, such as a garden and meditative area for use by the Vietnamese Buddhist Community members, and other activities. That use is compatible with the neighborhood because the Temple has been located there for over 15 years.

Potential for Consolidation with adjacent public property:

With the exception of a SPU Storm Drain, PMA # 4249, situated just across the Southeast corner of PMA # 1640 and PMA # 1640 itself, there are no proximate city properties. There are no other public landholders immediately adjacent to the property. The State of Washington operates a Community Services Office across the street at 3600 S. Graham. PMA No. 1639 is not suitable for consolidation or co-location with any of these properties.

Timing and Term of Proposed Use

No specific use is proposed by the city. The purchaser has informed the city that it intends to use the property for the construction and development of a meditative and contemplative garden for use by members of its community.

Appropriateness of the consideration

The City of Seattle is selling the property to the Vietnamese Buddhist Community Co Lam Temple, along with PMA No. 1640, for the total purchase price of \$128,000. This price is consistent with the assessed value as determined by King County and with a recent appraisal. This price also recognizes the wetland features and steeply sloping conditions that exist on the parcels.

Conditions in the real estate market

The real estate market remains healthy. Interest rates have declined and real property is maintaining its value while the rate of appreciation has slowed only moderately. The demand for raw land has sustained its value.

Known environmental factors

This property exhibits steep slope conditions over approximately 1/2 of its area. There are no known hazardous conditions on the site.

GUIDELINE D: SALE

The recommendation should evaluate the potential for selling the property to non-City public entities and to members of the general public.

Non-city public entities were notified through the standard circulation procedure that this property was surplus in 1998 and then again in October 2001. The Seattle Housing Authority expressed an interest in using the property for development of home ownership units but has not pursued the matter. The Co Lam Temple has periodically expressed its interest in buying the adjacent city property for a number of years and entered into good faith negotiations for purchase of the property in May 2003. Notice of the availability of the property was sent to property owners in the immediate neighborhood. With the exception of the temple, no interest in acquiring was noted.



RECOMMENDATION

The Real Estate Services Division of the Fleets and Facilities Department recommends that PMA No. 1639 be sold to the Vietnamese Buddhist Community Co Lam Temple.



PROPERTY REVIEW PROCESS DETERMINATION FORM			
Property Name:	Vacant Parcel		
Address:	3500 block of S. Graham Street		
PMA ID:	1639	Subject Parcel No. 954	PIN: 333300-1770
Dept./Dept ID:	Fleets and Facilities	Current Use: Vacant	
Area (Sq. Ft.):	19,968	Zoning: SF 5000	
Est. Value:	\$65,000	Assessed Value:	\$ 69,000
PROPOSED USES AND RECOMMENDED USE			
<i>Department/Governmental Agencies</i>		<i>Proposed Use:</i>	
NONE		NONE	
<i>Other Parties wishing to acquire:</i>		<i>Proposed Use:</i>	
Co-Lam Temple		Additional space for temple community activities	
RES'S RECOMMENDED USE:			
Negotiated sale to adjoining property owner Co Lam Temple			
PROPERTY REVIEW PROCESS DETERMINATION (circle appropriate response)			
1.) Is more than one City dept/Public Agency wishing to acquire?	<input checked="" type="radio"/> No / Yes	15	
2.) Are there any pending community proposals for Reuse/ Disposal?	<input checked="" type="radio"/> No / Yes	10	
3.) Have citizens, community groups and/or other interested parties contacted the City regarding any of the proposed options?	No / <input checked="" type="radio"/> Yes	10	
4.) Will consideration be other than cash?	<input checked="" type="radio"/> No / Yes	10	
5.) Is Sale or Trade to a private party being recommended?	No / <input checked="" type="radio"/> Yes	25	
6.) Will the proposed use require changes in zoning/other regulations?	<input checked="" type="radio"/> No / Yes	20	
7.) Is the estimated Fair Market Value between \$250,000-\$1,000,000?	<input checked="" type="radio"/> No / Yes	10	
8.) Is the estimated Fair Market Value over \$1,000,000?	<input checked="" type="radio"/> No / Yes	45	
Total Number of Points Awarded for "Yes" Responses:		35	0
Property Classification for purposes of Disposal review: <input type="checkbox"/> Simple / <input checked="" type="checkbox"/> Complex (circle one) (a score of 45+ points results in "Complex" classification)			
Signature: David Hemmelgarn	Department: FFD/RES	Date: June 25, 2004	



PRELIMINARY REPORT
EVALUATION OF REUSE AND DISPOSAL OPTIONS FOR
PMA No. 1640

Resolution 29799 directs the Executive is to make its recommendations on the reuse or disposal of excess property on a case by case basis, using *the Procedures for Evaluation of the Reuse and Disposal of the City's Real Property* adopted by that resolution. Additionally, the Resolution identifies guidelines which are to be considered in making a recommendation. This report addresses each of the guidelines outlined in Resolution 29799 in support of the recommendation.

Property Management Area: PMA No.1640 – A vacant parcel
 S. Graham Street, east and adjacent and
 to 3503 S. Graham Street
 Seattle WA 98118

BACKGROUND INFORMATION

Legal Description: Lot 8, Block 11, Hillman City Addition, Division No. 6, as recorded in Volume 11 of Plats, Page 26, Records of King County, Washington.

Physical Description and Related Factors: This property is identified by the King County Assessor under property tax ID Number 333300-1750. This parcel consists of approximately 19,870 square feet of SF 5000 zoned land. The property is rectangular in shape with approximately 67 feet of frontage along S. Graham Street. This parcel and PMA # 1639 flank the Vietnamese Buddhist Temple on its east and west boundaries along S. Graham Street. It is a relatively level parcel with a slight slope to the east. It is overgrown with groundcover and other bushes and is distinguished by a small creek and other wetland features. Some of the wet features appear to be drainage and run-off from the Temple property to the west.

GUIDELINE A: CONSISTENCY

The analysis should consider the purpose for which the property was originally acquired, funding sources used to acquire the property, terms and conditions of original acquisition, the title or deed conveying the property, or any other contract or instrument by which the City is bound or to which the property is subject, and City, state or federal ordinances, statues and regulations.

This property was acquired by the City of Seattle in 1959 under Ordinance No. 88201 to protect city LID assessment liens and for possible future use for the proposed Empire Way Expressway. The funds came from the Tax Property Sales Fund and the property is an asset of that fund "not to be released for sale until the exact route of the Empire expressway has been established." Conveyance to the City of Seattle was formalized in a King County Treasurer's Deed, dated May 26, 1959 under Recording No. 5036132.



GUIDELINE B: COMPATIBILITY AND SUITABILITY

The recommendation should reflect an assessment of the potential for use of the property in support of adopted Neighborhood Plans, as or in support of low-income housing, in support of economic development, in support of affordable housing, for park or open space; in support of Sound Transit Link Light Rail station area development; as or in support of child care facilities, and in support of other priorities reflected in adopted City policies.

Context

This property is located within the boundaries of the city of Seattle. It is not suited or located in such a way that it could be used to meet any city needs. It has not been identified as desirable or needed for the implementation of the North Rainier neighborhood plan. Its qualities and characteristics do not make it a good candidate for use or support of city policies on affordable housing, park or open space, or economic development. It is not located within a Sound Transit station planning area.

Range of Options

Options include sale by public bid, negotiated sale, long-term ground lease, or retention by the city. Since no City department identified current or future uses for the property, and in light of the location of the property, neither a long-term ground lease nor retention of the property are in the best interests of the City. The adjoining Vietnamese Buddhist Community – Co Lam Temple has expressed interest in purchasing this property since 1992. Co Lam Temple has proposed acceptable terms for the purchase of both PMA No. 1639 and PMA No. 1640 with the goal of using the additional property to expand services to the growing Vietnamese community.

GUIDELINE C: OTHER FACTORS

The recommendation should consider the highest and best use of the property, compatibility of the proposed use with the physical characteristics of the property and with surrounding uses, timing and term of the proposed use, appropriateness of the consideration to be received, unique attributes that make the property hard to replace, potential for consolidation with adjacent public property to accomplish future goals and objectives, conditions in the real estate market, and known environmental factors that make affect the value of the property.

Highest and Best Use: Several appraisal reports have evaluated this property since 1995. The highest and best use of the property is single-family housing. It appears that this parcel contains several marshy areas that display typical wetland vegetation. The source of the water features is undetermined but possibly comes from the present Temple site or from the SPU drainage facility at the southeast corner of the property. Use for development of single family dwellings is compatible with the property's characteristics and the surrounding single-family neighborhood.

Compatibility with the physical characteristics:

The land is suitable for single family housing and such development would fit in with the surrounding mix of neighborhood uses. Located adjacent to the Co Lam Temple, the land is also perfectly located to become an extension of the temple grounds to be used as development



space an outdoor site for youth recreation programs and community education facilities, as is planned by the temple.

Compatibility with surrounding uses:

The most likely use of the property will be for programs, such as recreation, education, and parking needed by the Vietnamese Buddhist Temple, the adjoining property owner to the east.

Potential for Consolidation with adjacent public property:

With the exception of a SPU Storm Drain, PMA # 4249, situated just across the Southeast corner of PMA # 1640 and PMA # 1640 itself, there are no proximate city properties. There are no other public landholders immediately adjacent to the property. The State of Washington operates a Community Services Office across the street at 3600 S. Graham. PMA No. 1639 is not suitable for consolidation or co-location with any of these properties.

Timing and Term of Proposed Use:

No specific use is proposed by the city. The purchaser has informed the city that it intends to use the property in support of its education and recreation programs.

Appropriateness of the consideration:

The City of Seattle is selling the property to the Vietnamese Buddhist Community Co Lam Temple, along with PMA No. 1639, for the total purchase price of \$128,000. This price is consistent with the assessed value as determined by King County and with a recent appraisal. This price also recognizes the wetland features and steeply sloping conditions that exist on the parcels.

Conditions in the real estate market:

The real estate market remains healthy. Interest rates have declined and real property is maintaining its value while the rate of appreciation has slowed only moderately. The demand for raw land has sustained its value

Known environmental factors:

The site exhibits several wetland features that may affect how the property can be used and developed by the Purchaser.

GUIDELINE D: SALE

The recommendation should evaluate the potential for selling the property to non-City public entities and to members of the general public.

Non-city public entities were notified through the standard circulation procedure that this property was surplus in 1998 and then again in October 2001. The Seattle Housing Authority expressed an interest in using the property for development of home ownership units but has not pursued the matter. The Co Lam Temple has periodically expressed its interest in buying the adjacent city property for a number of years and entered into good faith negotiations for purchase of the property in May 2003. Notice of the availability of the property was sent to property owners in the immediate neighborhood. With the exception of the temple, no interest in acquiring was noted.

RECOMMENDATION

The Real Estate Services Division of the Fleets and Facilities Department recommends that PMA No. 1640 be sold to the Vietnamese Buddhist Community Co Lam Temple.



PROPERTY REVIEW PROCESS DETERMINATION FORM			
Property Name:	Vacant Parcel		
Address:	3500 block of S. Graham Street		
PMA ID:	1640	Subject Parcel No. 953	PIN: 333300-1750
Dept./Dept ID:	Fleets and Facilities	Current Use: Vacant	
Area (Sq. Ft.):	19,968	Zoning: SF 5000	
Est. Value:	\$65,000	Assessed Value:	\$ 69,000
PROPOSED USES AND RECOMMENDED USE			
<i>Department/Governmental Agencies</i>		<i>Proposed Use:</i>	
NONE		NONE	
<i>Other Parties wishing to acquire:</i>		<i>Proposed Use:</i>	
Co-Lam Temple		Additional space for education and recreation programs	
RES'S RECOMMENDED USE:			
Negotiated sale to adjoining property owner Co Lam Temple			
PROPERTY REVIEW PROCESS DETERMINATION (circle appropriate response)			
1.) Is more than one City dept/Public Agency wishing to acquire?	<input type="radio"/> No / Yes	15	
2.) Are there any pending community proposals for Reuse/ Disposal?	<input type="radio"/> No / Yes	10	
3.) Have citizens, community groups and/or other interested parties contacted the City regarding any of the proposed options?	No / <input checked="" type="radio"/> Yes	10	
4.) Will consideration be other than cash?	<input type="radio"/> No / Yes	10	
5.) Is Sale or Trade to a private party being recommended?	No / <input checked="" type="radio"/> Yes	25	
6.) Will the proposed use require changes in zoning/other regulations?	<input type="radio"/> No / Yes	20	
7.) Is the estimated Fair Market Value between \$250,000-\$1,000,000?	<input type="radio"/> No / Yes	10	
8.) Is the estimated Fair Market Value over \$1,000,000?	<input type="radio"/> No / Yes	45	
Total Number of Points Awarded for "Yes" Responses:		35	0
Property Classification for purposes of Disposal review: <input checked="" type="checkbox"/> Simple / Complex (circle one) (a score of 45+ points results in "Complex" classification)			
Signature: David Hemmelgarn	Department: FFD/RES	Date: June 25, 2004	



Attachment 2

The City of Seattle



PMA'S
1639 & 1640

S. Graham Street
Vacant Land Adjacent
to Co Lam Temple

Legend

City Property-Primary Juris Dept

Fleets & Facilities - Subject

Parks

City Light

SPU

Tax Parcels

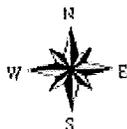
Building Outlines

Bus Stops

Streets

Residential

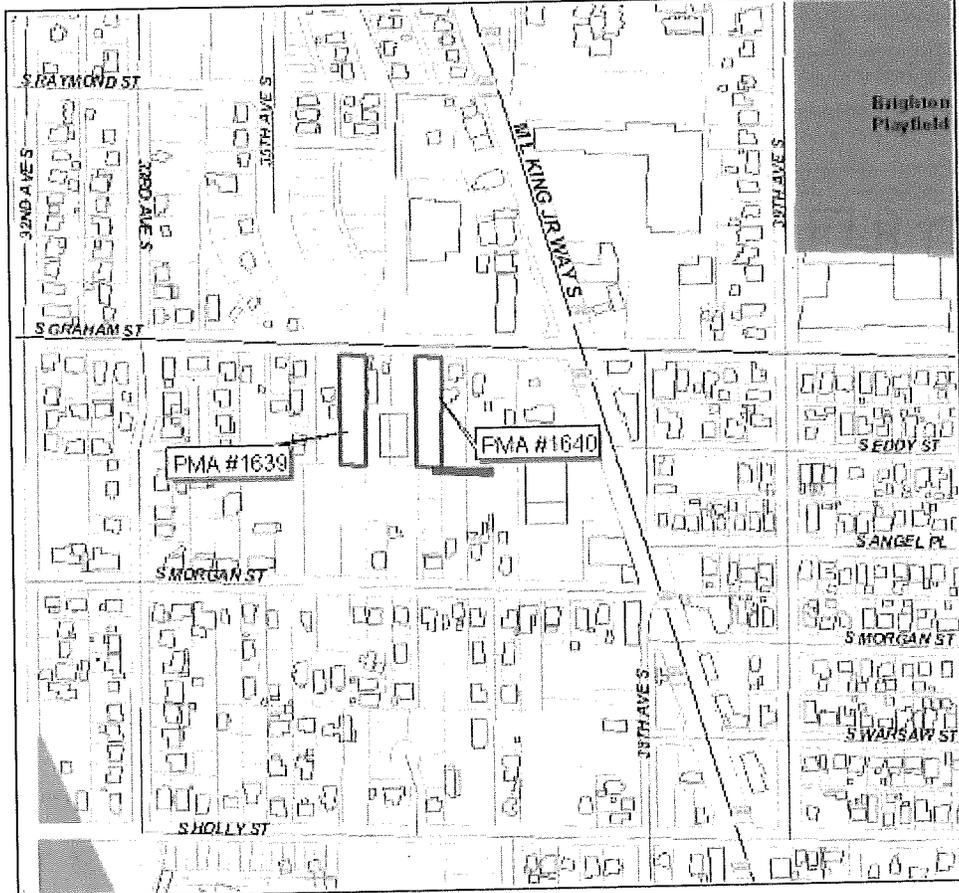
Arterials



March 28, 2004

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Map of Seattle, WA, 1639-40





City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

April 5, 2005

Honorable Jan Drago
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Drago:

I am pleased to submit the attached proposed Council Bill that accomplishes a disposition of surplus City-owned property. The property is located in the 3500 block of S. Graham Street, one block west of Martin Luther King, Jr. Way South, and comprises two parcels that are adjacent to the Vietnamese Buddhist Community Co Lam Temple. These parcels, identified as PMA Nos. 1639 and 1640 in the Real Property Asset Management System, are under the jurisdiction of the Fleets and Facilities Department. This legislation authorizes the Fleets and Facilities Department to sell the property to the Co Lam Temple for the expansion of its community facilities and to provide desired parking.

This property was acquired by the City of Seattle in 1959 under Ordinance 88201 to protect LID assessment liens and for possible future use for the proposed Empire Way Expressway. The property was considered an asset of the Tax Property Sales Fund until 2001 when Ordinance 120643 transferred the property to the General Fund.

Sale of these surplus parcels to the Co Lam Temple is appropriate since the Temple is the major adjoining property owner. The transaction generates income for the City and is the culmination of several years' worth of effort and negotiations between the parties to come to agreeable terms. The programs and services offered by Co Lam Temple to the Vietnamese community will be enhanced with the addition of this property to its grounds.

The actions proposed in this legislation are in accordance with the 1998 Council Resolution 29799 that adopted policies and procedures to govern the acquisition, reuse, or disposal of City real property. Thank you for your consideration of this legislation. Should you have questions, please contact David Hemmelgarn in Fleets and Facilities Real Estate Services at 684-0701.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Nickels", written over a large, faint circular stamp or watermark.

GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, E:mail: mayors.office@seattle.gov

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121816

FILED
CITY OF SEATTLE
05 JUL -7 AM 11:42
CITY CLERK

STATE OF WASHINGTON - KING COUNTY

--SS.

186418
CITY OF SEATTLE, CLERKS OFFICE

No. TITLE 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

CT:ORD 121820-121815

was published on

06/06/05

The amount of the fee charged for the foregoing publication is the sum of \$ 72.88, which amount has been paid in full.

[Handwritten signature]

Subscribed and sworn to before me on

06/06/05

[Handwritten signature]

Notary public for the State of Washington,
residing in Seattle



Affidavit of Publication

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on May 23, 2005, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 121820

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

ORDINANCE NO. 121819

AN ORDINANCE relating to the Police Department; authorizing execution of an interlocal agreement with other police agencies in King County for mutual aid.

ORDINANCE NO. 121818

AN ORDINANCE relating to the Seattle Center Department; authorizing the Seattle Center Director to execute an agreement with The Vera Project for 2005 and 2006 for presentation of an all-ages music and art program.

ORDINANCE NO. 121817

AN ORDINANCE relating to City employment, to be known as the First Quarter 2005 Salary Ordinance, designating two positions as exempt from Civil Service status; all by a 2/3 vote of the City Council.

ORDINANCE NO. 121816

AN ORDINANCE relating to surplus city property located in the 3500 block of S. Graham Street; authorizing the sale of two tax parcels and the execution of a Purchase and Sale Agreement and Quit Claim Deed in connection therewith; to the Vietnamese Buddhist Community Co Lam Temple; designating the disposition of the sales proceeds; and ratifying and confirming prior actions.

ORDINANCE NO. 121815

AN ORDINANCE relating to Educational and Developmental Services; reducing a 2005 appropriation to the Department of Neighborhoods; approving an implementation and evaluation plan as required by Ordinance 121529; and creating and modifying positions, one of which is exempt, to provide those services; all by a two-thirds vote of the City Council.

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of publication in the Seattle Daily Journal of Commerce, June 6, 2005.

6/6(186418)