



City of Seattle Legislative Information Service

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Council Bill Number: 115451
Ordinance Number: 122017

AN ORDINANCE relating to the disposition of two City urban renewal properties in the Yesler-Atlantic Redevelopment Project Area; adopting new competitive bidding procedures for disposition of such land; authorizing the Director of the Office of Housing to dispose of the property designated Parcel 7B and Parcel 56 in the project area; designating the disposition of sales proceeds; and ratifying and confirming prior actions.

Status: Passed

Date passed by Full Council: January 17, 2006

Vote: 9-0

Date filed with the City Clerk: January 24, 2006

Date of Mayor's signature: January 23, 2006

[\(about the signature date\)](#)

Date introduced/referred to committee: November 28, 2005

Committee: Housing, Human Services & Health

Sponsor: RASMUSSEN

Committee Recommendation:

Date of Committee Recommendation:

Committee Vote:

Index Terms: SALES, ATLANTIC, CENTRAL-AREA

Fiscal Note: [Fiscal Note to Council Bill No. 115451](#)

Text

ORDINANCE _____

AN ORDINANCE relating to the disposition of two City urban renewal properties in the Yesler-Atlantic Redevelopment Project Area; adopting new competitive bidding procedures for disposition of such land; authorizing the Director of the Office of Housing to dispose of the property designated Parcel 7B and Parcel 56 in the project area; designating the disposition of sales proceeds; and ratifying and confirming prior actions.

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City undertook a program for clearance and reconstruction or rehabilitation of slum and blighted areas in the City, which program included a project known as the Yesler/Atlantic Neighborhood Improvement Project (hereinafter called "Project") in an area (hereinafter called "Project Area") located in the city; and

WHEREAS, the City adopted an Urban Renewal Plan for the Project, dated June 1967, and approved by the City Council on October 2, 1967 by Ordinance 96123 (which plan, as previously amended and as it may hereafter be amended from time to time pursuant to law and is, unless otherwise indicated by the content, hereinafter called "Urban Renewal Plan"); and

WHEREAS, a copy of the original Urban Renewal Plan has been recorded among the land records for the parcel in which the Project Area is situated, namely, in the office of the Auditor of King County, Washington, on September 22, 1970, Auditor's File No. 6696014 and amendments thereto are on file with the Seattle City Clerk; and

WHEREAS, the land use restrictions in the Urban Renewal Plan were in effect for a period of twenty-five years and now are no longer in effect; and

WHEREAS, by Resolution 27260 dated May 28, 1985 the City Council adopted the Yesler/Atlantic Land Disposition Report, which was amended by Resolution 28866 dated January 31, 1994 (as amended, the "Report"), specifying the procedures for disposition of remaining land in the Project Area; and

WHEREAS, by Resolution 29852 adopted on November 2, 1998 the City Council adopted amendments to Yesler/Atlantic Land Disposition Report, revising the process and criteria for the sale of remaining urban renewal land in the Yesler/Atlantic area; and

WHEREAS, the City is no longer required to obtain HUD's approval or concurrence on proposed bidding documents or land disposition actions;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of the Office of Housing ("Director") is hereby authorized to dispose of the following described real property in the Yesler-Atlantic Redevelopment Project Area ("Property"):

Parcel 7B

A portion of Henry L. Yesler's Donation Claim #42 & 47. Beginning on the south line of Yesler Way 90 feet west of the west line of 15th Avenue, thence west 30 feet, thence south to the south line of the Yesler Donation Claim, thence east 30 feet, thence north to the point of beginning;

Parcel 56

Lots 13 and 14 in Block 26 of Hill Tract Addition to the City of Seattle, Supplemental Plat, as recorded in 11 of Plats, pg 51, records of King County;

pursuant to the process set forth in "Exhibit A." For each parcel, the Director is authorized to accept an offer in accordance with such process and to execute and deliver, for and on behalf of The City of Seattle, a Quit Claim Deed ("Deed"), in substantially the form attached hereto as "Exhibit B", upon payment to the City of the purchase price. The Property shall be sold free and clear of any restrictions in the Urban Renewal Plan.

Section 2. The disposition process in "Exhibit A" to this ordinance is hereby adopted for disposition of parcels 7B and 56 in the Yesler-Atlantic Redevelopment Project Area.

Section 3. The disposition procedures in the Yesler/Atlantic Land Disposition Report, adopted by Resolution 27260, as amended by Resolutions 28866 and 29852, and the application of any policies and rules under SMC Section 3.18.300, are hereby waived with respect to the sale of parcels 7B and 56.

Section 4. The proceeds of the sale authorized herein, net of transaction expenses, shall be deposited in Urban Renewal Closeout Account of the Housing and Community Development Revenue Sharing Fund (17810).

Section 5. Any act pursuant to the authority of this ordinance and prior to its effective date is hereby ratified and confirmed.

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

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

President _____ of the City Council

Approved by me this ____ day of _____, 2005.

Gregory J. Nickels, Mayor

Filed by me this ____ day of _____, 2005.

City Clerk

(Seal)

Exhibit A: Public Bid Procedure for Disposing of Real Property

Exhibit B: Form of Quit Claim Deed

version #3a

EXHIBIT A

Public Bid

Procedure for Disposing

of Real Property

* The basis for disposing of property shall be by sealed competitive bid. Each property is to be conveyed AS-IS, WHERE-IS, WITH-ALLFAULTS, 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. The City makes no representation or warranty whatsoever to the condition of the property to be conveyed to the purchaser. Prospective bidders will be given the opportunity to inspect the property prior to bidding, and to have any professional tests or inspections conducted at the bidders' sole expense and risk, subject to such conditions as the Housing Director shall deem appropriate.

* Notice of the proposed offering will be given to taxpayers within a thousand (1,000) foot radius of each site being offered for sale, district councils and community groups interested in the area.

* Conveyance shall be by Quit Claim Deed.

* Bid packets shall include a brief description of each property offered, a neighborhood map, an Offer Sheet and a sample Quit Claim Deed. Copies of the bid packet and other related documents shall be available to prospective bidders on request.

* Notice of the sale shall be given by publication in the Seattle Times and the Seattle Daily Journal of Commerce and other appropriate print media, through direct mail to interested parties, and by such other means as the Housing Director shall determine to be reasonable, fair, and effective for the marketing of property, including a posted "For Sale" sign on the site.

* An acceptable price shall be a price above a threshold set by the Housing Director below which she may reject any and all bids. The threshold will be based on an opinion of value, and will not be made public prior to the bid opening.

* If the property is located in an area zoned to permit the operation of retail business, then consistent with RCW 35.87.020 the first right to purchase will be offered to any bidder that is a private corporation or association (1) established to develop and maintain free public parking facilities and (2) which agrees to dedicate such property for free public parking. If any such bidder offers more than the threshold price, then the highest bid from such a bidder shall be selected and the property shall be sold to such bidder at the lower of such bid or the fair market value of the property as determined by the Housing Director, and the form of Quit Claim Deed shall be modified consistent with RCW 35.87.030.

* Except as provided in the previous paragraph, the successful bidder shall be the one offering the highest price equal to or exceeding the threshold price and agreeing to the terms of the Quit Claim Deed as authorized by ordinance.

* The Housing Director has the right to reject any or all bids. OH will evaluate whether to re-advertise or consider other alternatives for the property.

* The successful bidder must complete the sale, paying the full amount of its bid by cashier's check or equivalent acceptable to the Housing Director, within sixty (60) days after the Office of Housing Director selects the successful bidder. If the selected bidder fails to complete the purchase then the Housing Director may, in her discretion, sell the property to the bidder, if any, that would have been selected had the first selected bidder not bid.

* The Housing Director may reserve the rights to waive irregularities, to allow corrections, and to extend period in which bids may be submitted.

* A bid deposit will be required, and in the event that the winning bidder does not close on the transaction in the time allotted, the bid deposit will be retained as liquidated damages.

EXHIBIT A

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Exhibit A to Ordinance: Public Bid Procedure for Disposing of Real Property -

After recording, return to:

QUIT CLAIM DEED with GRANTEE'S COVENANTS, RELEASES AND INDEMNITY

(Unimproved Property)

Reference number of related documents: N/A

Grantor: The City of Seattle

Grantee:

Legal Description:

1. Abbreviated Form:

2. Additional legal description is on Page 1 of document.

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

Grant. The City of Seattle, a Washington municipal corporation ("Grantor"), hereby conveys and quit claim to, ("Grantee"), for and in consideration of the sum of Dollars (\$.00), and the covenants, release and indemnity set forth below, that certain real property located in the City of Seattle, King County, Washington and legally described as follows ("Property"):

GRANTEE'S COVENANTS, RELEASES AND INDEMNITY ("COVENANT")

The Property 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 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 Grant 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, covenants not to sue, 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 fees and costs of regulatory agencies, attorneys, contractors and consultants), 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 remediation of the Property and the acknowledgements, releases, and covenants herein touch and concern the Property, 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. Grantee is aware of the right might otherwise have to seek recovery from Grantor for costs of remediation and cleanup of Hazardous Substances under applicable law, including without limitation the Washington Model Toxics Control Act ("MTCA") and the federal Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), and Grantee hereby knowingly waives all such rights, now existing or hereafter arising, and voluntarily relinquishes those rights and forever releases the Grantor from any such obligation.

Grantee acknowledges and agrees that Grantor is not responsible in any way for the accuracy or completeness of any reports provided to Grantee, and Grantee waives and releases Grantor and its past, present and future officers and employees from any duty to provide any information to correct or supplement any such reports or to provide any other information about the condition of the Property or Hazardous Substances on, in, under or near the Property, whether or not Grantor or any such person has knowledge or notice of any such information.

For purposes of this COVENANT, the term "Hazardous Substance" shall mean petroleum products and compounds containing them; flammable materials; radioactive materials; polychlorinated biphenyls ("PCB") and compounds containing them; lead; asbestos or asbestos-containing materials in any friable form; underground or above-ground storage tanks; and 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 and covenant not to sue shall include both claims by Grantee as original plaintiff against Grantor and any crossclaims, third-party claims or other claims against Grantor by Grantee based upon claims made against Grantee by any third parties. The obligation to indemnify and defend shall include, 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. This COVENANT 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 contamination and other adverse 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. This COVENANT shall apply regardless of whether or not Grantee is culpable, negligent or in violation of any law, ordinance, rule or regulation. Nothing herein shall 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.

Nondiscrimination. Grantee further covenants that there shall be no discrimination upon the basis of race, color, religion, sex, or national origin, in the sale, lease or rental, or in the use or occupancy, of the Property or any improvements erected or to be erected thereon. Both the Grantor and the United States of America shall be entitled to enforce this paragraph, which shall run with the land and bind Grantee and Grantee's heirs, successors and assigns.

Executed this ____ day of _____, 200 , pursuant to Ordinance of The City of Seattle.

THE CITY OF SEATTLE

By:

Adrienne E. Quinn

Director, Office of Housing

Grantee:

By:

Print Name: _____

Print Title: _____

STATE OF WASHINGTON)

) ss

COUNTY OF KING)

On this ____ day of _____, 200 ,

before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Adrienne E. Quinn, to me known to be the Director of the Office of Housing THE CITY OF SEATTLE, the municipal 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 municipal corporation, for the uses and purposes therein mentioned, and on oath stated that she 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 _____.

STATE OF WASHINGTON)

) ss

COUNTY OF KING)

On this ____ day of _____, 200 , before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known be the _____ of _____, the _____ 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 _____, for the uses and purposes therein mentioned, and on oath stated that he/she 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 _____.

EXHIBIT B

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EXHIBIT B to ORDINANCE -

FORM OF QUIT CLAIM DEED

