



City of Tukwila

Washington

Ordinance No.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, EXTENDING THE TERM OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF TUKWILA AND SEGALE PROPERTIES LLC AND ITS SUCCESSORS FOR THE TUKWILA SOUTH DEVELOPMENT FOR SIX MONTHS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the “Tukwila South Project” comprises approximately 512 acres of real property, and Segale Properties LLC and its successors owns or controls approximately 503 of those acres, which is known as the “Tukwila South Property;” and

WHEREAS, on June 8, 2009, the City of Tukwila passed Ordinance No. 2233, which adopted the Development Agreement by and between the City of Tukwila and Segale Properties LLC (formerly known as La Pianta LLC) (the “Original Agreement”) regarding the Tukwila South project; and

WHEREAS, the Original Agreement was revised five times, with the First and Third Amendments recorded at King County recording nos. 20100726001101 and 20140624000980, and two Addenda recorded at King County recording nos. 20130228000691, and 20130228000692, and the Second Amendment, dated November 20, 2012, which remains unrecorded; and

WHEREAS, MAS TUKWILA LLC, a Washington limited liability company (“Mas Tukwila”), LIT INDUSTRIAL LIMITED PARTNERSHIP, a Delaware limited partnership (“LIT Industrial”), H&H ANDOVER PARK, LLC, a Washington limited liability company (“H&H Andover Park”) and CONTINENTAL MILLS, INC., a Washington for profit corporation (“Continental Mills”) (collectively, “Successors”) have each acquired certain parcels subject to the Original Agreement; and

WHEREAS, the City of Tukwila owns real property operated as Fire Station 51, located at 17951 Southcenter Parkway, Tukwila, Washington 98188 (King County parcel nos. 3523049008 & 3523049040 (shown as vacant)) within the Tukwila South project area, which Segale Properties dedicated to the City pursuant to a Fire Facilities Agreement (Contract No. 14-065); and

WHEREAS, under Section 5.2.3 of the Development Agreement, the Tukwila South Project's vesting of development regulations applies for fifteen (15) years from the effective date of the annexation of the Tukwila South Property to the City of the Tukwila (the "Term" of the Development Agreement); and

WHEREAS, the effective date of the annexation of the Tukwila South Property to the City of Tukwila was June 20, 2009, such that the Term of the Original Agreement, as revised, expires on December 22, 2024; and

WHEREAS, the City of Tukwila, Segale Properties LLC, and its successors have agreed to a six-month extension of the Term of the Original Agreement, as revised, which extension also applies to Section 5.2.3 of the Original Agreement, Scope of Vesting; and

WHEREAS, pursuant to RCW 36.70B.200 and TMC 18.86.050, a public hearing was held for this ordinance on December 9, 2024;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Extension of Development Agreement Term. The Term of the Development Agreement between the City of Tukwila, Segale Properties LLC, and its successors, as approved by Ordinance 2233 and as subsequently revised, shall be extended by six (6) months, making the new expiration date of the Development Agreement June 23, 2025, as set forth in the attached "Fourth Amendment to Development Agreement for the Tukwila South Development," a copy of which is attached hereto as "Exhibit A" and by this reference fully incorporated herein.

Section 2. Corrections by City Clerk or Code Reviser Authorized. Upon approval of the City Attorney, the City Clerk, and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 3. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

Section 4. Effective Date. This ordinance or a summary thereof shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this _____ day of December 2024.

ATTEST/AUTHENTICATED:

Andy Youn, City Clerk

Thomas McLeod, Mayor

APPROVED AS TO FORM BY:

Filed with the City Clerk: _____

Passed by the City Council: _____

Published: _____

Effective Date: _____

Ordinance Number: _____

Office of the City Attorney

Attachment: Exhibit A – Fourth Amendment to Development Agreement

When Recorded Return to:

Nancy Bainbridge Rogers
Cairncross & Hempelmann, P.S.
524 Second Avenue, Suite 500
Seattle, WA 98104-2323

**FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE
TUKWILA SOUTH DEVELOPMENT**

Reference Number(s) of Documents assigned or released: 20100726001100;
20100726001101; 20130228000691; 20130228000692; and 20140624000980

Grantor: SEGALE PROPERTIES LLC, a Washington limited liability company
MAS TUKWILA LLC, a Washington limited liability company
LIT INDUSTRIAL LIMITED PARTNERSHIP, a Delaware limited
partnership
H&H ANDOVER PARK, LLC, a Washington limited liability company
CONTINENTAL MILLS, INC., a Washington for profit corporation

Grantee: CITY OF TUKWILA, a non-charter, optional code Washington municipal
corporation

Abbreviated

Legal: N/A

Tax Parcel Nos.: 870021-0050; 870021-0040; 870021-0030; 870021-0020; 870021-0010;
870021-0100; 870021-0090; 870021-0080; 870021-0110; 870021-0120;
870021-0130; 032204-9062; 870040-0200; 870040-0210; 870040-0220;
870040-0230; 870040-0240; 870040-0250; 870040-0260; 870040-0270;
870040-0180; 870040-0190; 870040-0040; 870040-0050; 870040-0060;
870040-0070; 870040-0082; 870040-0090; 870040-0100; 870040-0110;
870040-0120; 870040-0130; 870040-0140; 870040-0150; 870040-0160;
870040-0170; 870040-0010; 870040-0020; 870040-0030; 352304-9109

**FOURTH AMENDMENT TO
DEVELOPMENT AGREEMENT FOR THE
TUKWILA SOUTH DEVELOPMENT**

THIS FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT (the “**Fourth Amendment**”) is made and entered into this ____ day of December, 2024, by and between the CITY OF TUKWILA, a non-charter, optional code Washington municipal corporation (“**City**”), SEGALE PROPERTIES LLC, a Washington limited liability company (“**Segale**”), MAS TUKWILA LLC, a Washington limited liability company (“**Mas Tukwila**”), LIT INDUSTRIAL LIMITED PARTNERSHIP, a Delaware limited partnership (“**LIT Industrial**”), H&H ANDOVER PARK, LLC, a Washington limited liability company (“**H&H Andover Park**”) and CONTINENTAL MILLS, INC., a Washington for profit corporation (“**Continental Mills**”) (together, the “**Parties**”).

I. RECITALS

WHEREAS, on June 10, 2009, the City and Segale (formerly known as La Pianta LLC) entered a Development Agreement (the “**Original Agreement**”) regarding the Tukwila South project, then comprising approximately 512 acres of real property, and recorded the Original Agreement at King County recording no. 20100726001100, and the Original Agreement was revised five times, with the First and Third Amendments recorded at King County recording nos. 20100726001101 and 20140624000980, and two Addenda recorded at King County recording nos. 20130228000691 and 20130228000692, and the Second Amendment, dated November 20, 2012, which remains unrecorded.

WHEREAS, Mas Tukwila, LIT Industrial, H&H Andover Park, and Continental Mills have each acquired certain parcels subject to the Original Agreement.

WHEREAS, the Original Agreement, as revised, is set to expire on December 22, 2024, and all Parties wish to enter a six-month extension.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and the long-term benefit to the Parties, the Parties hereby agree as follows:

II. AGREEMENT

1. The first sentence of Section 9.13 of the Original Agreement is hereby amended to read: “The Term of this Agreement is extended to June 23, 2025.” The Parties agree the June 23, 2025 expiration date also applies to Section 5.2.3, *Scope of Vesting*.

[signature pages to follow]

