COUNCIL AGENDA SYNOPSIS



	Initials		
Meeting Date	Prepared by	Mayor's review	Council review
7/01/24	AY		
12/09/24	DCS		
12/16/24	DCS		

ITEM No.

5.D.

			ITEM INFO	ORMATION		
		STAFF SPOY	NSOR: N. GIERLO	FF	ORIGINA	AL AGENDA DATE: 7/1/24
AGENDA ITEM TIT	LE Tuk	wila South I	Development A	greement Six	-Month Extens	sion
	Discussion ate 12/9/24	☐ Motion Mtg Date	Resolution Mtg Date	Ordinance Mtg Date 12/16/2	Bid Award Mtg Date	Public Hearing Other Mtg Date 12/9/24 Mtg Date
SPONSOR Con	ıncil 🔀 Ma	yor Admir	n Svcs 🔀 DCD	Finance	Fire P&F	R Police PW
SPONSOR'S SUMMARY The 2009 Development Agreement governing the Tukwila South subarea expires on December 22, 2024. Segale Properties has requested a six month extension. Council is being asked to hold a public hearing and approve an ordinance authorizing an amendment agreeing to the six month extension.						
REVIEWED BY	LTAC		Community Svc Arts Comm.	Parks	nce & Governance s Comm. FEE CHAIR: N/	☐ Planning & Community Dev. ☐ Planning Comm. /A
RECOMMEN	SPONSOR/	ADMIN. Mayo MITTEE	or's Office/Dep		•	elopment
	URE REQUII	RED	Amoun	T BUDGETED \$0		Appropriation Required \$0
Fund Source: N /Comments: N /						
MTG. DATE				D OF COUN	NCIL ACTIO	N
7/1/24		and Discussi		· Cancant Ass	d=	
12/9/24 12/16/24	roiwaiu	eu to next K	egular Meeting	Consent Age	niua	
12/10/24						
MTG. DATE				ATTACHMI	ENTS	
12/9/24	Informat	ional Memoi	randum dated :			
	Proposed	l Ordinance				
	+ -		endment to Dev	velopment Ag	reement	
12/16/24	Final Ord	inance				



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.

2024 Legislation: Extending Tukwila South Development Agreement Version: 11/18/2024 Staff: N. Gierloff; D. Speck

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PASSED BY THE CITY COUNCIL a Regular Meeting thereof this	. OF THE CITY OF TUKWILA, WASHINGTON, at _ 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:
Office of the City Attorney	Ordinance Number:
Attachment: Exhibit A – Fourth Amend	lment to Development Agreement

2024 Legislation: Extending Tukwila South Development Agreement Version: 11/18/2024 Staff: N. Gierloff; D. Speck

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]

CITY OF TUKWILA, a Washington municipal corporation

By:	
Name: Thomas McLeod	
Its: Mayor	
Date:	
ATTEST:	
City Clerk	-
APPROVED AS TO FORM:	
City Attorney	_
STATE OF WASHINGTON)) ss.
COUNTY OF KING)
be the mayor of CITY OF TUI executed the within and forego be the free and voluntary act as	appeared before me, to me known to KWILA, a Washington municipal corporation that sing instrument, and acknowledged the said instrument to nd deed of said Washington municipal corporation for the tioned, and on oath stated that is authorized to
GIVEN under my hand 2024.	and official seal this day of
	(Print name of notary) NOTARY PUBLIC in and for the State of
	Washington, residing at
	My commission expires

SEGALE PROPERTIES LLC, a Washington limited liability company

•	nd Development, Inc.	
Its: Manager	$h \Omega (I \cap I)$	ą.
	1 M/DIND)
By:	1.1/XIDEXX	_
Name:	Mark A. Segale	
Its: Pre	esident	
Date:	11/26/24	

STATE OF WASHINGTON)	
)	SS
COUNTY OF KING)	

On this day personally appeared before me Mark A. Segale, to me known to be the person who signed as President of Metro Land Development, Inc., the manager of SEGALE PROPERTIES LLC, a Washington limited liability company, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that said individual is authorized to execute said instrument.

GIVEN under my hand and official seal this 26 day of November ,2024.

BRITTANY MICHELLE WAXMAN Notary Public State of Washington Commission # 23010404 My Comm. Expires Apr 26, 2027 (Print name of notary)

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

My commission expires 4/26/2027

MAS TYKWILA LLC,
a Washington limited liability company
By:
Brett Jacobsen
Manager
Date: November 25, 2024
STATE OF WASHINGTON)
) SS.
COUNTY OF KING)
On this day personally appeared before me BRETT JACOBSEN, to me known to be a manager of the MAS TUKWILA Limited Liability Company, the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that said individual is authorized to execute said instrument.
GIVEN under my hand and official seal this 25 day of November , 2024.

(Print name of notary)

Washington, residing at ___ My commission expires ___

NOTARY PUBLIC in and for the State of

Angela Teano
Notary Public
State of Washington
My Appointment Expires 8/21/2027
Commission Number 23026425

LIT INDUSTRIAL LIMITED PARTNERSHIP, a Delaware limited partnership

By: LIT Holdings GP, LLC, a Delaware limited liability company Its: General Partner

Dayton Conklin

ByDayton Conklin (Nov 22, 2024 06:58 PST)

Name: Dayton Conklin

Its: SVP

Date: 22-Nov-2024

STATE OF $\overline{\text{Lexas}}$) so COUNTY OF $\overline{\text{Dollas}}$

On this day personally appeared before me Double Conkinto me known to be a Serior Vice. President of LIT Holdings GP, LLC, a Delaware limited liability company, the general partner of LIT INDUSTRIAL LIMITED PARTNERSHIP, a Delaware limited partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned, and on oath stated that said individual is authorized to execute said instrument.

GIVEN under my hand and official seal this 22 day of December, 2024.



(Print name of notary)

NOTARY PUBLIC in and for the State of

Texas Washington, residing at

My commission expires

10/7/2028

H&H ANDOVER PARK, LLC, a Washington limited liability company

Ву:	
Peter Hollomon	
Director	
Date:	
STATE OF WASHINGTON)) SS.
COUNTY OF KING	
member of the H&H ANDOV company that executed the wit instrument to be the free and v	opeared before me PETER HOLLOMON, to me known to be a R PARK Limited Liability Company, the limited liability n and foregoing instrument, and acknowledged the said untary act and deed of said limited liability company, for the oned, and on oath stated that said individual is authorized to
GIVEN under my hand	and official seal this day of, 2024
	(Print name of notary)
	NOTARY PUBLIC in and for the State of
	Washington, residing at
	My commission expires

CONTINENTAL MILLS, INC., a Washington for profit corporation

By: ______Robert Dilworth

CFO

Date: Dec. 3/24

STATE OF WASHINGTON) ss. COUNTY OF KING)

On this day personally appeared before me ROBERT DILWORTH, to me known to be CFO of CONTINENTAL MILLS, INC., the corporation that executed the within and foregoing instrument, and acknowledged the 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 ______ is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN under my hand and official seal this 4th day of Petrmber 2024,

ASHLEY SUSANNA NYAL HENDERSON Notary Public State of Washington Commission # 20103646 My Comm. Expires Feb 25, 2028 Ashley Henderson / Welly Hollan 2

(Print name of notary)

NOTARY PUBLIC in and for the State of

Washington, residing at Kent, WA; Continental Milk, No.

My commission expires 214