AN ORDINANCE of the City of Kent, Washington, relating to the vacation of streets, vacating a portion of Third Avenue between Gowe and Titus Streets, within the city limits of the City of Kent.

WHEREAS, proper application was filed with the City of Kent for the vacation of a dedicated public street of the City; and

WHEREAS, the Kent City Council, by Resolution 1206, fixed a time when said petition would be heard and said hearing was held on property notice on July 5, 1989, at the hour of 7 p.m. in the Council Chambers of the City Hall of the City of Kent, Washington; and

WHEREAS, the Kent Planning Director processed said petition and secured technical facts pertinent to the question of said vacation which include the sketch of the proposed vacation and, also, written approval or rejection or suggested conditions thereof by the Public Works Department of the City of Kent; and

WHEREAS, the Public Works Department and Planning Director recommend approving the vacation subject to certain conditions as contained in Kent Planning Department staff report attached at Exhibit A hereto; and

WHEREAS, it appears the granting of said petition would not be a menace or inconvenience to the traveling public or to any other person using the streets or alleys of the City of Kent, Washington; and

WHEREAS, the City Council by Resolution directed the preparation of an ordinance vacating the portion of said street upon meeting the conditions outlined above; and
WHEREAS, all pre-construction conditions have been met by applicant, and the performance of post-construction conditions having been guaranteed by the execution of a Letter of Commitment executed by applicant and dated January 12, 1990, attached as Exhibit B hereto; and

WHEREAS, the applicant has compensated the City at the fair market value of the vacated street by (cash or real property of at least equivalent value as determined by the Kent Public Works Department); NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF KENT, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. That portion of third Avenue between Gowe and Titus Street, within the city limits of Kent, Washington, and more fully described in Exhibit C attached hereto is hereby vacated, subject to the conditions contained in Kent Planning Department staff report attached hereto, and subject to fulfillment of post-construction conditions as contained in Letter of Commitment dated January 12, 1990 (Exhibit B) executed by applicant Klappenbach, Kent Public Works Director and Kent Planning Director.

Section 2. No vested rights shall be affected by the provisions of this Ordinance.

Section 3. Effective Date. This ordinance shall take effect and be in force thirty (30) days from the time of its final passage, as provided by law.

DAN KELLEHER, MAYOR
Passee the 16th day of Jan., 1990.
APPROVED the 17th day of Jan., 1990.
PUBLISHED the 19th day of Jan., 1990.

I hereby certify that this is a true copy of Ordinance No. 2895, passed by the City Council of the City of Kent, Washington, and approved by the Mayor of the City of Kent as hereon indicated.

MARIE JENSEN, CITY CLERK
MEMO TO: Mayor Dan Kelleher and City Council Members

FROM: James P. Harris, Planning Director

SUBJECT: REPORT AND RECOMMENDATION ON AN APPLICATION TO VACATE A PORTION OF THIRD AVENUE LYING BETWEEN GOWE STREET AND TITUS STREET - #STV-89-3

I. Name of Applicant
   City of Kent
   220 Fourth Avenue S.
   Kent, WA 98032

II. Reason for Requesting Vacation
   Third Avenue needs to be vacated so that the Centennial Building can be built as planned; it will expand across Third Ave.

III. Staff Recommendation APPROVAL WITH CONDITIONS

   After reviewing comments from the following departments and agencies:
   Public Works Department, Don Wickstrom and Tim Heydon
   Fire Department, Chief Norm Angelo

   and conducting our own review, the Planning Department recommends that the request to vacate a portion of Third Avenue as mentioned in Resolution 1206 and shown on the accompanying map, be APPROVED with the following conditions:

   1. Third Avenue is classified as a Class B street under Ordinance 2333 and as such the City shall receive one-half the full appraised value for that portion to be vacated.

   2. Prior to or in conjunction with the issuance of a development permit upon, under or over the vacated street right of way, the developer shall relocate/reconstruct the existing water main at the developer's sole expense and cost, and to the City's satisfaction such that it shall not lie under a building and/or structure and shall be readily accessible for City maintenance and operation. The developer shall grant to the City any necessary easements.

   3. Prior to or in conjunction with the issuance of a development permit over, upon or under the vacated street right of way, the developer shall construct/reconstruct a drainage system at the developer's sole expense and cost and to the City's satisfaction. Said drainage system is to provide service to the southerly half of the vacated street right of way which
presently is serviced from the easterly parking lot system. The developer shall grant to the City any necessary easements.

4. The City shall retain easement rights for vehicular and pedestrian access purposes and also utility purposes over, upon and under the southerly half of the street vacation.

5. The City shall retain easement rights for utility purposes over, upon and under the northerly one-half of the street vacation. Said easement rights may be adjusted, modified and/or transferred to adjacent properties as determined appropriate by the Public Works Director, in order to conform with the final alignment of the City utilities.

6. The existing mid-block driveway, lying on the west side of Third Avenue and currently being used for vehicular and pedestrian access to the City Hall site, shall be maintained.

7. The City shall retain full use of the vacated street right of way and it shall be open for public use until the date a development permit is issued thereon.

8. The storm drain system for Third Avenue is serviced via the drainage system within the parking lot on the northeasterly corner of Third Avenue and Gowe Street. Because of this, the City shall retain full rights to use said parking lot drainage system for release of storm water collected on Third Avenue until and upon either a development permit is issued upon the vacated street right of way or the developer reconstructs a drainage system to service Third Avenue.

9. The City shall retain the right to transfer utility rights over, upon and under the vacated street right of way to the private utilities which may be located therein, such as telephone, gas and cable TV. Said utility rights shall only be transferred to said private utility company upon their relocating or adjusting their facilities to conform to the redevelopment of the vacated street right of way.

10. This street vacation shall be contingent on the completion of the sale of City property lying adjacent to Third Avenue, for the purposes of developing the Centennial Building. Should the City not sell the property for the purposes intended, then this street vacation shall become null and void.

JH:ca
Attachment
PROPOSED STREET VACATION:
THIRD AVENUE
Resolution 1206

1 inch = 100 feet
January 16, 1990

Mr. Douglas W. Klappenbach
Kent Centennial Limited Partnership
Suite 4050, Key Tower
1000 Second Avenue
Seattle, Washington 98104

RE: Centennial Building
Street Vacation of a portion of Third Avenue
between Gowe and West Titus Streets
#STV-89-3

Dear Doug:

On July 18, 1989, the City of Kent, acting by and through the Kent City Council, approved the above-referenced Street Vacation with the conditions as outlined in the staff report dated June 29, 1989. With respect to these conditions, please be advised as follows.

The plans and specifications for the Centennial Building (including office building and parking structure) ("Project") reflect the relocation/reconstruction of the existing water main to the City's satisfaction in accordance with the requirements of condition 2. At the time of completion of such relocation/reconstruction, Kent Centennial Limited Partnership, as "Developer", will execute the form of Easement for Water Main, showing as-built locations, attached to this letter.

Further, the plans and specifications for the Project reflect the construction of a drainage system to the City's satisfaction in accordance with the requirements of condition 3. The City will not require easements for Storm Drainage.

Developer is providing a pedestrian mid-block connection as shown in the plans and specifications for the Project and agrees to execute, at the time of Project completion, utility easements and easements for pedestrian access purposes over, upon and under the pedestrian mid-block connection in accordance with condition 4.
Developer agrees to execute, at the time of Project completion, utility easements over, upon and under the northerly one-half of the Street Vacation in accordance with condition 5.

Satisfaction of condition 6 shall not be required.

The natural gas line located in the Street Vacation right of way will be relocated by Developer. The City shall retain the right to transfer utility rights over, upon and under the vacated street right of way to the private utilities which may be located therein, such as telephone, gas and cable TV. Said utility rights shall only be transferred to said private utility company upon their relocating or adjusting their facilities to conform to the redevelopment of the vacated street right of way.

All other conditions of the Street Vacation are satisfied or will be satisfied during the construction of the Project in accordance with the plans and specifications upon which the City of Kent issues its approval and appropriate permits.

CITY OF KENT

BY

James P. Harris
Its Planning Director

BY

Don Wickstrom
Department of Public Works

Agreed and Accepted this 16th day of January, 1990.

KENT CENTENNIAL LIMITED PARTNERSHIP
a Washington limited partnership

BY CENTENNIAL VENTURE LIMITED PARTNERSHIP,
a Washington limited partnership,
Its General Partner

By

Douglas W. Klappenbach
Its Managing General Partner
WATER MAIN EASEMENT

For valuable consideration, receipt of which is hereby acknowledged, the Grantor, Kent Centennial Limited Partnership, a Washington limited partnership, owner of that certain real property legally described on Exhibit A, attached hereto and incorporated herein by this reference ("Grantor's Property"), hereby grants and conveys to the City of Kent, a municipal corporation (the "City"), its successors and assigns, a non-exclusive, perpetual easement over, under and across that portion of Grantor's property legally described on Exhibit B, attached hereto and incorporated herein by this reference (the "Easement Tract"), for purposes of maintaining and operating that certain WATER MAIN constructed on portions of Grantor's Property which forms a part of the water system serving Grantor's Property ("Water System").

The easement granted herein is for the sole purpose of maintenance and operation of the Water Main and Water System, and for no other purpose. Nothing herein contained shall be deemed to be a gift or dedication of any portion of Grantor's Property to the general public or for the general public or for any public uses whatsoever other than those specifically granted herein.

Grantor reserves the right to use the Easement Tract for any purpose not inconsistent with the easement herein granted, and further reserves the right to grant any other easement, license, or right of way, under, over or across the easement tract that may, in Grantor's sole discretion, be necessary for any purpose.

Grantor acknowledges and agrees that no buildings or structures shall be constructed within the Easement Tract, however, in the event the easement granted herein interferes with any future improvements to be located on Grantor's Property, this easement may be relocated at the expense of Grantor, subject to the prior approval of the City of Kent, Department of Public Works Director.

The easement herein granted and the rights and restrictions herein created shall be covenants running with the land and shall inure to the benefit of and be binding upon the respective heirs, successors and assigns of the parties hereto.

DATED this ___ day of ______________, 19__.

KENT CENTENNIAL LIMITED PARTNERSHIP
By Centennial Venture Limited Partnership, Its General Partner

By
Douglas W. Klappenbach, Managing General Partner
STATE OF WASHINGTON
COUNTY OF KING

On this day personally appeared before me ____________, to me known to be the ____________ of Centennial Venture Limited Partnership, the partnership that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute said instrument on behalf of the partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of ____________, 19__. 

NOTARY PUBLIC in and for the State of Washington, residing at ____________; My commission expires: ____________
LEGAL DESCRIPTION FOR VACATED 3RD AVE. S.

That portion of 3rd Avenue South lying south of West Gowe Street, North of West Titus Street and between Blocks 13 and 18 in Yeslers First Addition to the Town of Kent, Volume 5, Page 64 in King County, Washington.