

ORDINANCE No. 112278

COUNCIL BILL No. 104879

*Law Department*

The City of Seattle--Legi

AN ORDINANCE accepting an amendment to the Property Use and Development Agreement executed by One Union Square Venture in connection with the vacation of a portion of Seventh Avenue (Petition of David C. Cortelyou; C.P. 289631).

4-24-85 DO PASS. HOLD IN COMMITTEE FOR AMENDMENT AND RECORDING OF AGREEMENT. (300)

REPORT OF COM

Honorable President:

Your Committee on

TRANSPORTATION

to which was referred the within Council Bill No. 104879 report that we have considered the same and respectfully

COMPTROLLER FILE No. \_\_\_\_\_

Introduced: APR 22 1985	By: <u>Benson</u>
Referred: APR 22 1985	To: <u>Transp</u>
Referred:	To:
Referred:	To:
Reported: <u>MAY 6 1985</u>	Second Reading: <u>MAY 6 1985</u>
Third Reading: <u>MAY 6 1985</u>	Signed: <u>MAY 6 1985</u>
Presented to Mayor: <u>MAY 7 1985</u>	Approved: <u>MAY 16 1985</u>
Returned to City Clerk: <u>MAY 16 1985</u>	Published:
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

REC'D OMB MAY 7 1985

~~Signature~~

Do Pa

Signature

Committee C

OK



JBB:pm:nl  
4/26/84  
II:ORDIN1.1

ORDINANCE 112278

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4 AN ORDINANCE accepting an amendment to the Property Use and  
5 Development Agreement executed by One Union Square Venture  
6 in connection with the vacation of a portion of Seventh  
7 Avenue (Petition of David C. Cortelyou; C.F. 289631).

8 WHEREAS, in connection with the petition to vacate portions  
9 of Seventh Avenue and University Street, the owners of  
10 property abutting thereto executed and filed with the  
11 City a Property Use and Development Agreement whereby the  
12 owners agreed, *inter alia*, to limit the gross floor area  
13 of any one building on owner's property to 1,000,000  
14 square feet; and

15 WHEREAS, at the time of preparation of a Draft EIS for  
16 development of the property, the owners contemplated  
17 construction of two office towers, one containing  
18 1,000,000 gross square feet and the other 350,000 square  
19 feet; and

20 WHEREAS, after the execution of the Property Use and  
21 Development Agreement and the publication of the Draft  
22 EIS for the proposal to build two towers it became  
23 apparent that development of an alternative proposal for  
24 a single high-rise structure would have a lesser impact  
25 on the environment, provide a better urban design, and  
26 serve the project sponsor's objectives; and

27 WHEREAS, the revised one tower proposal became the owners/  
28 project sponsors' proposed action as analyzed in the Union  
Square Final EIS issued April 11, 1985, specifically, a  
single office tower of 52 stories or 1,160,000 gross  
square feet on a 3-story base structure containing retail,  
support space and public amenities, with a total  
chargeable gross floor area of 1,206,300 gross square  
feet; and

WHEREAS, in order to construct an office tower containing  
1,160,000 gross square feet of chargeable gross floor  
area, the owners/project sponsors require an amendment  
to the Property Use and Development Agreement limiting  
building size to 1,000,000 gross square feet, Now,  
Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Amendment to the Property Use and  
Development Agreement submitted to the City by the owners of  
the following described property:

1 PARCEL A:

2 Lots 1 to 6, inclusive, the Northwesterly 20 feet  
3 of Lot 7, and all of Lot 8 except the Northeasterly  
4 15.5 feet of the Southeasterly 40 feet of said  
5 Lot 8, in Block 61, Addition to the Town of Seattle,  
6 as laid out by A.A. Denny (Commonly known as A.A.  
7 Denny's 5th Addition to the City of Seattle),  
8 according to the Plat recorded in Volume 1 of  
9 Plats, Page 89, in King County, Washington, EXCEPT  
10 the Northwesterly 5 feet of Lots 1 and 2, condemned  
11 by the City of Seattle for street purposes under  
12 Superior Court Cause No. 62589 as provided by  
13 Ordinance No. 18188 of the City of Seattle;

14 TOGETHER with vacated alley lying adjacent to said  
15 lots or portions of lots as provided by Ordinance  
16 No. 107299 of the City of Seattle.

17 TOGETHER with that portion of Seventh Avenue lying  
18 adjacent to and abutting on said Lots 3 and 6 and  
19 portions of Lots 2 and 7, when that portion of  
20 Seventh Avenue is vacated.

21 PARCEL B:

22 Lots 1, 4, and 5, Block 64, Addition to the Town of  
23 Seattle, as laid out by A.A. Denny (Commonly known  
24 as A.A. Denny's 5th Addition to the City of Seattle),  
25 according to the Plat recorded in Volume 1 of Plats,  
26 Page 89, in King County, Washington; EXCEPT the  
27 North 5 feet of said Lot 1 condemned for King County  
28 Superior Court Cause No. 62589 for Union Street, as  
provided in Ordinance No. 18188 of the City of  
Seattle; and EXCEPT portions condemned for highway  
purposes in King County Superior Court Numbers  
570519 and 566654;

TOGETHER with all of that portion of vacated alley  
lying adjacent to and abutting thereon as provided  
by Ordinance No. 107299 of the City of Seattle.

TOGETHER with that portion of Seventh Avenue lying  
adjacent to and abutting on said portions of Lots 1,  
4 and 5, when that portion of Seventh Avenue is  
vacated.

21 PARCEL C: The "Diamond Parcel"

22 Leasehold estate of the lessee in the below described  
23 parcel under lease dated October 18, 1972 between  
24 Sonya Diamond as lessor and The National Bank of  
25 Commerce of Seattle (now known as Rainier National  
26 Bank), a memorandum of which is recorded under King  
27 County No. 7212040170. The lessee's interest therein  
28 was assigned to Union Development Company under  
assignment dated December 1, 1977, recorded under  
King County No. 7712020571, and thereafter to One  
Union Square Venture under assignment dated July 11,  
1979, recorded under King County No. 7907130489.

(To be used for all Ordinances except Emergency.)

Lot 8, Block 64, Addition to the Town of Seattle, as laid out by A.A. Denny (Commonly known as A.A. Denny's 5th Addition to the City of Seattle), according to the Plat recorded in Volume 1 of Plats Page 89, in King County, Washington; EXCEPT portions thereof condemned for highway purposes in King County Superior Court Cause No. 573839.

TOGETHER with that portion of Seventh Avenue lying adjacent to and abutting on said portion of Lot 8, when that portion of Seventh Avenue is vacated.

and recorded in the records of the Director of Records and Elections of King County (King County Recording No. 8504301427) and filed in Comptroller File 289631, is hereby accepted, and the City Clerk is hereby authorized and directed to deliver copies of the same to the Director of Construction and Land Use and the Director of Community Development.

Section 2.... This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 6<sup>th</sup> day of May, 1985, and signed by me in open session in authentication of its passage the 6<sup>th</sup> day of May, 1985.

*[Signature]*  
President of the City Council.

Approved by me this 16<sup>th</sup> day of May, 1985.

*[Signature]*  
Mayor.

Filed by me this 16<sup>th</sup> day of May, 1985.

Attest: *[Signature]*  
City Comptroller and City Clerk.

(SEAL)

Published.....

By *[Signature]*  
Deputy Clerk.

JBB:pm  
4/17/85  
II:AMENDL.1

RECORDED 4-30-85  
KING COUNTY  
# 8504301427

AMENDMENT TO PROPERTY USE  
AND DEVELOPMENT AGREEMENT

THIS INSTRUMENT, executed this date in favor of The City of Seattle, a municipal corporation (herein called "City"), by the undersigned owners of the within-described property (herein called "Owners"):

W I T N E S S E T H:

WHEREAS, Owners are persons owning a fee simple and/or having a substantial beneficial interest in the following described real property (herein called the "Property"):

PARCEL A:

Lots 1 to 6, inclusive, the Northwesterly 20 feet of Lot 7, and all of Lot 8 except the Northeasterly 15.5 feet of the Southeasterly 40 feet of said Lot 8, in Block 61, Addition to the Town of Seattle, as laid out by A.A. Denny (Commonly known as A.A. Denny's 5th Addition to the City of Seattle), according to the Plat recorded in Volume 1 of Plats, Page 89, in King County, Washington, EXCEPT the Northwesterly 5 feet of Lots 1 and 2, condemned by the City of Seattle for street purposes under Superior Court Cause No. 62589 as provided by Ordinance No. 18188 of the City of Seattle;

TOGETHER with vacated alley lying adjacent to said lots or portions of lots as provided by Ordinance No. 107299 of the City of Seattle.

TOGETHER with that portion of Seventh Avenue lying adjacent to and abutting on said Lots 3 and 6 and portions of Lots 2 and 7, when that portion of Seventh Avenue is vacated.

PARCEL B:

Lots 1, 4, and 5, Block 64, Addition to the Town of Seattle, as laid out by A.A. Denny (Commonly known as A.A. Denny's 5th Addition to the City of Seattle), according to the Plat recorded in Volume 1 of Plats, Page 89, in King County, Washington; EXCEPT the North 5 feet of said Lot 1 condemned for King County Superior Court Cause No. 62589 for Union Street, as provided in Ordinance No. 18188 of the City of Seattle; and EXCEPT portions condemned for highway purposes in King County Superior Court Numbers 570519 and 566654;

TOGETHER with all of that portion of vacated alley lying adjacent to and abutting thereon as provided by Ordinance No. 107299 of the City of Seattle.

TOGETHER with that portion of Seventh Avenue lying adjacent to and abutting on said portions of Lots 1, 4 and 5, when that portion of Seventh Avenue is vacated.

PARCEL C: The "Diamond Parcel"

Leasehold estate of the lessee in the below described parcel under lease dated October 18, 1972 between Sonya Diamond as lessor and The National Bank of Commerce of Seattle (now known as Rainier National Bank), a memorandum of which is recorded under King County No. 7212040170. The lessee's interest therein was assigned to Union Development Company under assignment dated December 1, 1977, recorded under King County No. 7712020571, and thereafter to One Union Square Venture under assignment dated July 11, 1979, recorded under King County No. 7907130489.

Lot 8, Block 64, Addition to the Town of Seattle, as laid out by A.A. Denny (Commonly known as A.A. Denny's 5th Addition to the City of Seattle), according to the Plat recorded in Volume 1 of Plats, Page 89, in King County, Washington; EXCEPT portions thereof condemned for highway purposes in King County Superior Court Cause No. 573839.

TOGETHER with that portion of Seventh Avenue lying adjacent to and abutting on said portion of Lot 8, when that portion of Seventh Avenue is vacated.

WHEREAS, a request was filed (C.F. 289631) with the City to amend the Property Use and Development Agreement accepted by Ordinance 111138 in connection with the vacation of Seventh Avenue in order to permit development of the Property substantially in accordance with the proposal described in the Union Square Final EIS dated April 11, 1985;

NOW, THEREFORE, the Property Use and Development Agreement recorded at King County Recording Number 8303210738, accepted by Ordinance 111138 and filed in C.F. 289631 is hereby amended at Section 4, pages 3 and 4, as follows and this amendment made a part of the existing Agreement by reference:



STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On this 30th day of April, 1985,  
before me personally appeared Richard E. Cole,  
Secretary of Rainier Premises, Inc.  
the corporation that executed the within and foregoing  
instrument, 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 they  
were authorized to execute said instrument and that the  
seal affixed is the corporated seal of said corporation.

In Witness Whereof I have hereunto set my hand the day  
and year first above written.

Donald J. Keilman  
NOTARY PUBLIC in and for the State  
of Washington, residing at Seattle

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On this 30th day of April, 1985,  
before me personally appeared DONALD J. COVEY,  
PRESIDENT of Union Development Company  
the corporation that executed the within and foregoing  
instrument, 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 they  
were authorized to execute said instrument and that the  
seal affixed is the corporated seal of said corporation.

In Witness Whereof I have hereunto set my hand the day  
and year first above written.

Flavence L. Delaurenti  
NOTARY PUBLIC in and for the State  
of Washington, residing at Seattle

STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN MATEO ) ss.

On this 29<sup>th</sup> day of APRIL, 1985, before me, a Notary Public in and for said State, duly commissioned and sworn, personally appeared William R. KENBERGER, known to me or proved to me on the basis of satisfactory evidence) to be the VICE PRESIDENT of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, the corporation that executed the within instrument, and being known to me to be the person who executed the within instrument on behalf of said corporation, and acknowledged to me that said corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors, said corporation being known to me to be a General Partner of ONE UNION SQUARE VENTURE a California general partnership ("Partnership"), the Partnership executing the within instrument, and acknowledged to me that the Partnership executed said instrument pursuant to the authority contained in its partnership agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date in the certificate first above written.

  
Notary Public



JBB:pm  
4/17/84  
II:ORDIN1.1

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ORDINANCE \_\_\_\_\_

AN ORDINANCE accepting an amendment to the Property Use and Development Agreement executed by One Union Square Venture in connection with the vacation of a portion of Seventh Avenue (Petition of David C. Cortelyou; C.F. 289631).

WHEREAS, in connection with the petition to vacate portions of Seventh Avenue and University Street, the owners of property abutting thereto executed and filed with the City a Property Use and Development Agreement whereby the owners agreed, inter alia, to limit the gross floor area of any one building on owner's property to 1,000,000 square feet; and

WHEREAS, at the time of execution of the Property Use and Development Agreement the owners contemplated construction of two office towers, one containing 1,000,000 gross square feet and the other 350,000 square feet; and

WHEREAS, after the execution of the Property Use and Development Agreement and the publication of the Draft EIS for the proposal to build two towers it became apparent that development of an alternative proposal for a single high-rise structure would have a lesser impact on the environment, provide a better urban design, and serve the project sponsor's objectives; and

WHEREAS, the revised one tower proposal became the owners/project sponsors' proposed action as analyzed in the Union Square Final EIS issued April 11, 1985, specifically, a single office tower of 52 stories on a 3-story base structure containing retail, support space and public amenities, with a total chargeable gross floor area of 1,206,300 gross square feet; and

WHEREAS, in order to construct a building containing 1,206,300 gross square feet of chargeable gross floor area, the owners/project sponsors require an amendment to the Property Use and Development Agreement limiting building size to 1,000,000 gross square feet, Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Amendment to the Property Use and Development Agreement submitted to the City by the owners of the following described property:

ORDINANCE **111138**

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AN ORDINANCE vacating portion of 7th Avenue on the petition of UNICO Properties (C. F. No. 289631) and accepting a Property Use and Development Agreement. (X. C. Recording No. 8303210738)

WHEREAS, a petition has been filed with the City Council (C. F. No. 289631) for the vacation of the following described property:

A PORTION OF 7TH AVENUE AND OF UNIVERSITY STREET described as follows:

Beginning at the most southerly corner of Lot 12, Block 61, an Addition as laid out by A. A. Denny (Commonly known as A. A. Denny's 5th Addition), as recorded in Volume 1 of Plats, page 89, Records of King County, Washington; thence north 59°22'22" east along the southeasterly line of said block, 255.64 feet to the southwesterly line of 7th Avenue; thence north 30°35'33" west along said southwesterly line, 354.86 feet to the southeasterly line of Union Street; thence north 59°22'50" east along said southeasterly line, 66 feet to the northeasterly line of 7th Avenue; thence south 30°35'33" east along said northeasterly line, 228.51 feet to a point on a curve, the center of which bears south 88°48'03" east; thence southerly along said curve to the left, having a radius of 1,989.86 feet, a distance of 32.28 feet; thence south 21°54'25" east 61.18 feet; thence south 0°11'28" east, 72.88 feet; thence south 44°24'24" east, 5.67 feet to a point on a curve, the center of which bears north 44°24'24" west; thence southwesterly along said curve to the right, having a radius of 40.17 feet, a distance of 9.66 feet to a point of tangency; thence south 59°22'22" west, 250.52 feet to the production southeasterly of the southwesterly line of said Block 61; thence north 30°36'57" west along said produced line, 31.17 feet to the beginning;

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ALSO, PORTION OF UNIVERSITY STREET AND OF 7TH AVENUE, lying above a horizontal plane at an elevation of 172 feet, City of Seattle datum, described as follows:  
Beginning at the most southerly corner of Lot 12, Block 61, an addition as laid out by A. A. Denny (commonly known as A. A. Denny's 5th Addition);  
thence south 30°36'57" east along the production southeasterly of the southwesterly line of said block 31.17 feet;  
thence north 59°22'22" east, 210.52 feet to a point of curvature;  
thence northeasterly along a curve to the left, having a radius of 40.17 feet, a distance of 9.66 feet to the true point of beginning;  
thence north 44°24'24" west, 5.67 feet;  
thence north 0°11'28" west, 72.88 feet;  
thence south 21°54'25" east, 35.83 feet to a point of curvature;  
thence southerly and southwesterly along a curve to the right, having a radius of 40.17 feet, a distance of 47.32 feet to the true point of beginning;

RESERVING to the City of Seattle the right to make all necessary slopes for cuts or fills upon the above described property in the reasonable original grading of any street abutting upon said property after said vacation;

WHEREAS, following a public hearing commencing on January 27, 1982 the City Council agreed to vacate the above described property in two separate actions, with that portion of 7TH AVENUE between the southerly line of Union Street and the Seattle Freeway, I-5, being Phase I; and that portion of UNIVERSITY STREET and of 7TH AVENUE as described above, being under the jurisdiction of the State of Washington, Department of Transportation, being Phase II; ALL in accordance with a Property Use and Development Agreement as attached hereto as Exhibit "A".

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WHEREAS, a Property Use and Development Agreement has been executed and delivered to the City, and pursuant to R.C.W. 35.79.030 and Seattle Municipal Code 15.62, the petitioner has paid to the City \$548,000 (FIVE HUNDRED FORTY-EIGHT THOUSAND DOLLARS) which amount is one-half of the appraised value of Phase I, of the vacation as described in Section I below according to an appraisal obtained by the Director of Engineering;

WHEREAS, being it is required to pay to the City vacation fees prior to the introduction of the Council bill vacating any right of way, and that at least 60 days could elapse before the effective date of the ordinance, the vacation fee has been placed in an interest-bearing account at the request of the petitioner, which such interest as may become accumulated between the date of deposit and the effective date of the ordinance is to be paid to the petitioner.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That

7TH AVENUE from the southerly line of Union Street as established by Ordinance 18188 to the westerly and northwesterly line of the Seattle Freeway, Interstate No. 5

be and the same is hereby vacated, RESERVING to the City of Seattle the right to make any necessary slopes for cuts or fills upon the above described property in the reasonable original grading of any street abutting upon said property after said vacation.

Section 2. That the Property Use and Development Agreement which was submitted to the City by the owners of the following described property:

PARCEL A:

Lots 1 to 6, inclusive, the Northwesterly 20 feet of Lot 7, and all of Lot 8 except the Northeasterly 15.5 feet of the Southeasterly 40 feet of said Lot 8, in Block 61, Addition to the Town of Seattle, as laid out by A. A. Jenny (Commonly known as A. A. Denny's 5th Addition to the City of Seattle), according to the Plat recorded in Volume 1 of Plats, Page 89, in King County, Washington, EXCEPT the Northwesterly 5 feet of Lots 1 and 2, condemned by the City of Seattle for street purposes under Superior Court Cause No. 62589 as provided by Ordinance No. 18188 of the City of Seattle;

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TOGETHER with vacated alley lying adjacent to said lots or portions of lots as provided by Ordinance No. 107299 of the City of Seattle.

TOGETHER with that portion of Seventh Avenue lying adjacent to and abutting on said Lots 3 and 6 and portions of Lots 2 and 7, when that portion of Seventh Avenue is vacated.

PARCEL B:

Lots 1, 4, and 5, Block 64, Addition to the Town of Seattle, as laid out by A. A. Denny (Commonly known as A. A. Denny's 5th Addition to the City of Seattle), according to the Plat recorded in Volume 1 of Plats, Page 89, in King County, Washington; EXCEPT the North 5 feet of said Lot 1 condemned for King County Superior Court Cause No. 62589 for Union Street, as provided in Ordinance No. 18188 of the City of Seattle; and EXCEPT portions condemned for highway purposes in King County Superior Court Numbers 570519 and 566654;

TOGETHER with all of that portion of vacated alley lying adjacent to and abutting thereon as provided by Ordinance No. 107299 of the City of Seattle.

TOGETHER with that portion of Seventh Avenue lying adjacent to and abutting on said portions of Lots 1, 4 and 5, when that portion of Seventh Avenue is vacated.

PARCEL C:        The "Diamond Parcel"

Leasehold estate of the lessee in the below described parcel under lease dated October 18, 1972 between Sonya Diamond as lessor and The National Bank of Commerce of Seattle (now known as Rainier National Bank), a memorandum of which is recorded under King County No. 7212040170. The lessee's interest therein was assigned to Union Development Company under assignment dated December 1, 1977, recorded under King County No. 7712020571, and thereafter to One Union Square Venture under assignment dated July 11, 1979, recorded under King County No. 7907130489.

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Lot 8, Block 64, Addition to the Town of Seattle, as laid out by A. A. Denny (Commonly known as A. A. Denny's 5th Addition to the City of Seattle), according to the Plat recorded in Volume 1 of Plats, Page 89, in King County, Washington; EXCEPT portions thereof condemned for highway purposes in King County Superior Court Cause No. 573339.

TOGETHER with that portion of Seventh Avenue lying adjacent to and abutting on said portion of Lot 8, when that portion of Seventh Avenue is vacated.

was recorded in the Records of the Director of Records and Elections of King County (K. C. Recording No. 8303210738) by which said owners agree to certain restrictions upon the use and development of said property, is hereby accepted, and the City Clerk is hereby authorized and directed to deliver copies of the same to the Director of Construction and Land Use and to the Director of Community Development.

Section 3. That the City Treasurer is authorized and directed to pay to depositor any and all interest earned in an interest bearing account commencing on the day of deposit into such account and terminating on the effective date of this ordinance.

(to be used for all Ordinances except Emergency.)

Section 4. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 23<sup>rd</sup> day of May, 1983,  
and signed by me in open session in authentication of its passage this 23<sup>rd</sup> day of  
May, 1983.

*[Signature]*  
President of the City Council.

Approved by me this 27<sup>th</sup> day of May, 1983.  
*[Signature]*  
Mayor

Filed by me this 27<sup>th</sup> day of May, 1983.

Attest: *[Signature]*  
City Comptroller and City Clerk.

(SEAL)

Published .....  
By *[Signature]*  
Deputy Clerk.

GFC:mc  
12/28/82

83/03/21 #0738 E  
RECD F 11.50  
CASHSL \*\*\*11.50  
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PROPERTY USE AND  
DEVELOPMENT AGREEMENT

8303210738

THIS INSTRUMENT, executed this date in favor of The City of Seattle, a municipal corporation (herein called "City"), by the undersigned owner of the within-described property (herein called "Owner"):

WITNESSETH:

WHEREAS, Owner is vested with fee simple title or a substantial beneficial interest in the real property described in Exhibit A hereto and has an option to acquire the Diamond Parcel described in Section 1 (said real property and Diamond Parcel are herein collectively called the "Property");

WHEREAS, a petition (C.F. 289631) was filed by Owner with the City to vacate Seventh Avenue and University Street adjoining the Property pursuant to RCW Ch. 35.79 and Seattle Municipal Code Chapter 15.62. The Board of Public Works filed its report on the petition on or about September 30, 1981, which coordinated the responses of other City Departments and METRO. The Transportation Committee held a public hearing on the petition and thereafter recommended that the petition be granted subject to certain conditions. On April 5, 1982, the City Council adopted the recommendation of the Transportation Committee;

WHEREAS, it appears it will be necessary to vacate Seventh Avenue and University Street adjoining the Property in phases, Seventh Avenue adjoining as phase one and University Street adjoining as phase two. As used herein Seventh Avenue adjoining means the portion of Seventh Avenue which is shaded in yellow in Exhibit B hereto, and

RECORDED THIS DATE  
MAR 21 1 57 PM '83  
BY THE DEPT. OF  
RECORDS & ELECTIONS  
SEATTLE

8363210738

University Street adjoining means the portions of University Street and Seventh Avenue which are shaded in blue in Exhibit B hereto. Title to University Street adjoining is presently held by the State of Washington. Owner and the City believe the State will sometime in the future convey University Street adjoining to the City so it can be vacated by the City.

NOW, THEREFORE, Owner hereby covenants, bargains and agrees on behalf of itself, its successors and assigns, that if its petition is granted by vacating Seventh Avenue adjoining and by providing a procedure for vacation of University Street adjoining, then:

1. A roadway and utility corridor (the Corridor) shall remain open to the public on Seventh Avenue adjoining after it is vacated and on University Street after it is vacated at all times at a minimum width of 23 feet, and at least 16 feet in height. The location of the Corridor shall be as designated by Owner. The Corridor shall serve as a fire lane and shall also serve as a means of providing ingress to and egress from the property described below as the Diamond Parcel. The portion of the Corridor situated southeasterly of a line which is the southwesterly projection of the northwesterly property line of the Diamond Parcel and the subsurface thereof to a depth not exceeding 15 feet shall serve as a means of providing utility services to the Diamond Parcel at all times until the fee interest in the Diamond Parcel is acquired by Owner or its successors in interest pursuant to the option contained in that certain lease dated October 18, 1972 between Sonya Diamond as lessor and National Bank of Commerce of Seattle as lessee, or otherwise. The rights of ingress and egress and for utility services herein reserved to the Diamond Parcel shall be in effect at all times until the fee interest therein is acquired by Owner or its successors in interest, at which time said rights shall be deemed merged with the Property.

The Diamond Parcel is the following described property situated in Seattle, King County, Washington:

Lot 8, Block 64, Addition to the Town of Seattle, as laid out by A. A. Denny "Commonly known as A. A. Denny's 5th Addition to the City of Seattle," according to plat recorded in Volume 1 of Plats, page 89, in King County, Washington;  
EXCEPT portions condemned for Highway purposes in King County Superior Court Cause No. 573839.

Owner will defend and hold the City harmless from any claim by Sonya Diamond, as the holder of fee title to the Diamond Parcel, for damages to her property arising out of the vacation of Seventh Avenue adjoining or University Street adjoining or both.

The Corridor or portions thereof may be temporarily closed or have temporary excavations made therein as may from time to time be necessary by reason of required maintenance and repairs, circumstances beyond Owner's control, or development upon all or part of the Property.

2. The existing character of Sixth Avenue as a pedestrian-oriented retail street shall be maintained, and uses on Sixth Avenue between One Union Square and Union Street shall be limited to retail uses, service businesses and financial institutions, and may include the lobby entrance to a building.

3. Owner shall make provision on the Property for loading, unloading and parking of service vehicles and for loading and discharging passengers in connection with any new development of the Property, and the abutting streets shall not be used for these purposes except to the extent currently used for such purposes.

4. The gross floor area of all structures on the Property, not including the floor area used for accessory parking or stories used exclusively for mechanical equipment such as heating, ventilating or air conditioning equipment,

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shall not exceed 1,400,000 square feet, and no single building shall contain more than 1,000,000 square feet of nonexcluded gross floor area.

5. Within ten days following vacation of Seventh Avenue adjoining, and within ten days of the subsequent vacation of University Street adjoining, Owner shall enter into such contracts as are necessary to cause the curbs and sidewalks along the south side of Union Street and the east side of Sixth Avenue, respectively, to be constructed and standard driveways installed so that the vacated streets do not appear to be a part of the City's street system. The contracts shall provide for the work to commence within said ten-day period and proceed diligently to completion. If requested and appropriately authorized to do so, Owner will cause such work to be performed on the east side of Sixth Avenue before University Street adjoining is vacated.

6. In the event that a Convention Center and/or Freeway Park are extended to the Property, and in the event Owner contemporaneously or thereafter develops the portion of the Property adjacent to the Convention Center or Freeway Park, Owner will include and provide as part of its development public pedestrian access between the Center or Park and a public street, or the Corridor described in paragraph 1 hereof, or the Pedestrian Concourse between One Union Square and Rainier Square. In the event Owner develops the Property adjacent to where the Center or Park may be constructed Owner will include as part of its development a pedestrian access route between a point on the common property line between the Center or Park site and the Property and a public street, or the Corridor, or the Pedestrian Concourse. The design, location and all other characteristics of such pedestrian access shall be determined by Owner, except it shall be not less than eight feet in width, except for stairways, elevators or escalators. All work on or within the Center or Park sites shall, as between Owner and the

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City, be at the City's expense. All work on the Property shall be at Owner's expense. The pedestrian access shall be open to the public twenty-four hours per day, seven days per week. It may also be closed as is necessary by reason of required maintenance and repairs or circumstances beyond Owner's control. Use of the pedestrian access may be made subject to such reasonable rules and regulations as Owner may adopt in connection with the safety or security of users of the pedestrian access or the Property.

7. Driveways, access ways and aisles on Seventh Avenue adjoining and University Street adjoining when vacated shall be designed and maintained so that no vehicles will be required to back to or from Sixth Avenue or Union Street.

8. This Agreement shall be recorded in the records of King County, and the covenants shall be deemed to attach to and run with the Property and shall be binding upon the Owner, its heirs, successors and assigns, and shall apply to after-acquired title of the Owner, including the Diamond Parcel.

9. This Agreement may be amended or modified by agreement between Owner and the City, provided the amendment is approved by ordinance; and provided further that the City shall be compensated in accordance with Seattle Municipal Code Ch. 15.62 for the release of any conditions which affected the value of the vacated streets in an amount equal to one-half of the effect on value of the condition released, as of the date of release. Nothing in this Agreement shall be construed as a surrender of the City's governmental powers.

10. If Seventh Avenue adjoining is vacated and University Street adjoining is not, Owner will actively and diligently pursue vacation of University Street adjoining. If it is not vacated within five years after the date

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Seventh Avenue adjoining is vacated, Owner will construct in a manner approved by the Director of Engineering of the City a traffic separation feature which clearly shows that the Corridor is not part of the City's street system but does permit vehicles to travel between University Street adjoining and Union Street. This feature shall be located at the southeasterly end of Seventh Avenue adjoining at the line between it and University Street adjoining. The cost of such work and any other additional costs in obtaining vacation of University Street adjoining pursuant to RCW 35.79 and Seattle Municipal Code Chapter 15.62 shall be at Owner's expense. Said five-year period may be extended by the City at its discretion if under all the circumstances it appears satisfactory progress is being made toward obtaining the vacation.

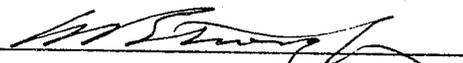
ONE UNION SQUARE VENTURE,  
a Washington Joint Venture

By: PROPERTIES ASSOCIATES, a  
Washington limited  
partnership, a Venturer in  
One Union Square Venture

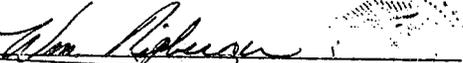
By: UNION DEVELOPMENT COMPANY, a  
Washington corporation, General  
Partner

By: 

By: RAINIER PREMISES, INC., a  
Washington corporation, a  
Venturer in One Union Square  
Venture

By: 

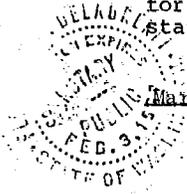
By: METROPOLITAN LIFE INSURANCE COMPANY,  
a New York corporation, a Venturer in  
One Union Square Venture

By: 

VICE - PRESIDENT OWNER

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this day personally appeared before me Donald J. Covey to me known to be the President of Union Development Company, the corporation that executed the foregoing instrument, 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 they were authorized to execute said instrument.



Given under my hand and official seal this 4th day of March, 1983.

Florence Delaurent  
Notary Public in and for the State of Washington, residing at Seattle

8303210738

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this day personally appeared before me C. W. Strong, Jr. to me known to be the Vice President of Rainier Premises, Inc. the corporation that executed the foregoing instrument, 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 they were authorized to execute said instrument.



Given under my hand and official seal this 7th day of March, 1983.

Donna Ann Blum  
Notary Public in and for the State of Washington, residing at Seattle

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN MATEO )

On this day personally appeared before me William R. Ripberger to me known to be the Vice President of Metropolitan Life Insurance Company, the corporation that executed the foregoing instrument, 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 they were authorized to execute said instrument.

Given under my hand and official seal this 9<sup>th</sup> day of March, 1983.

Diane Marie Bergin  
Notary Public in and for the State of California residing at Belmont



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PARCEL A:

Lots 1 to 6, inclusive, the Northwesterly 20 feet of Lot 7, and all of Lot 8 except the Northeasterly 15.5 feet of the Southeasterly 40 feet of said Lot 8, in Block 61, Addition to the Town of Seattle, as laid out by A. A. Denny (Commonly known as A. A. Denny's 5th Addition to the City of Seattle), according to the Plat recorded in Volume 1 of Plats, Page 89, in King County, Washington, EXCEPT the Northwesterly 5 feet of Lots 1 and 2, condemned by the City of Seattle for street purposes under Superior Court Cause No. 62589 as provided by Ordinance No. 18188 of the City of Seattle;

TOGETHER with vacated alley lying adjacent to said lots or portions of lots as provided by Ordinance No. 107299 of the City of Seattle.

TOGETHER with that portion of Seventh Avenue lying adjacent to and abutting on said Lots 3 and 6 and portions of Lots 2 and 7, when that portion of Seventh Avenue is vacated.

PARCEL B:

Lots 1, 4, and 5, Block 64, Addition to the Town of Seattle, as laid out by A. A. Denny (Commonly known as A. A. Denny's 5th Addition to the City of Seattle), according to the Plat recorded in Volume 1 of Plats, Page 89, in King County, Washington; EXCEPT the North 5 feet of said Lot 1 condemned for King County Superior Court Cause No. 62589 for Union Street, as provided in Ordinance No. 18188 of the City of Seattle; and EXCEPT portions condemned for highway purposes in King County Superior Court Numbers 570519 and 566654;

all of

TOGETHER with that portion of vacated alley lying adjacent to and abutting thereon as provided by Ordinance No. 107299 of the City of Seattle.

TOGETHER with that portion of Seventh Avenue lying adjacent to and abutting on said portions of Lots 1, 4 and 5, when that portion of Seventh Avenue is vacated.

PARCEL C:      The "Diamond Parcel"

Leasehold estate of the lessee in the below described parcel under lease dated October 18, 1972 between Sonya Diamond as lessor and The National Bank of Commerce of Seattle (now known as Rainier National Bank), a memorandum of which is recorded under King County No. 7212040170. The lessee's interest therein was assigned to Union Development Company under assignment dated December 1, 1977, recorded under King County No. 7712020571, and thereafter to One Union Square Venture under assignment dated July 11, 1979, recorded under King County No. 7907130489.

Lot 8, Block 64, Addition to the Town of Seattle, as laid out by A. A. Denny (Commonly known as A. A. Denny's 5th Addition to the City of Seattle), according to the Plat recorded in Volume 1 of Plats, Page 89, in King County, Washington; EXCEPT portions thereof condemned for highway purposes in King County Superior Court Cause No. 573839.

TOGETHER with that portion of Seventh Avenue lying adjacent to and abutting on said portion of Lot 8, when that portion of Seventh Avenue is vacated.

EXHIBIT "A"

Seattle City Council

COPY OF ORIGINAL RECEIVED



April 1, 1985

APR 3 1985

Douglas H. Jewett  
CITY ATTORNEY

*Fleming Barbour*

Norman B. Rice  
President of the City Council  
625-2436

George E. Benson  
Chair  
Transportation Committee  
625-2441

Virginia Galle  
Chair  
Environmental Management  
Committee  
625-2445

Michael Hildt  
Chair  
Energy Committee  
625-2443

Paul Kraabel  
Chair  
Urban Redevelopment  
Committee and Public  
Safety Committee  
625-2447

Dolores Sibonga  
Chair  
Finance Committee  
625-2451

Sam Smith  
Chair  
Housing, Recreation &  
Human Services Committee  
625-2455

Jim Street  
Chair  
Land Use Committee  
625-2438

Jeanette Williams  
Chair  
City Operations Committee  
625-2453

Doug Jewett  
City Attorney  
City of Seattle

Re: Unico Properties, Inc.

Dear Doug:

Enclosed is a letter from Unico Properties seeking an amendment to the property use and development agreement relating to their property adjacent to vacated 7th Avenue. My staff delivered to Judy Barbour other materials pertinent to this request. Please prepare an amendment to the agreement and authorizing legislation for City Council review.

Essential to an amendment allowing up to 1.16 million square feet is one tower, and a total of no more than 1.25 million square feet is a provision that there be only one tower structure.

I would also like your advice as to the permissability of the City Council considering such an amendment given the current status of environmental review of the project.

Yours truly,

*George E. Benson*

George E. Benson, Chair  
Transportation Committee

GEB:gm

Enclosure

cc: Transportation Committee  
Norm Rice, Council President  
Judy Barbour  
Larry Knutson  
Dave Cortelyou

MEMORANDUM

TO: George Benson, Chair  
Transportation Committee  
Seattle City Council

Attention: Bob Morgan, Legislative Assistant

FROM: Judy Barbour, Assistant City Attorney  
Law Department

RE: PUDA Amendment, Two Union Square

DATE: April 17, 1985

At your request, I have prepared two Property Use and Development Agreement amendments, one keeping the overall gfa for the property at 1.4 million square feet and one reducing it to the 1.25 million mentioned in the letter from David Cortelyou to Norm Rice dated March 25, 1985. Please note that the final EIS at page 13 states that since the total amount of development of the new proposal is less than the original most impacts will be less. The lower gfa also appears to meet the developers' objectives and need statement in the DEIS at page 28.

Other issues you may need to address:

1. Both versions of the amendment set the permissible gfa for a single structure at 1,206,300 gsf as set forth in the FEIS at page 1 rather than the 1.16 million requested by Mr. Cortelyou. Apparently he forgot to include the retail space.
2. Section 9 of the PUDA requires further compensation for the release of any condition affecting the value of the vacated street. You may wish to check with Ken Haslerig to see if the amendment which increases the gfa for the single building without reducing the total gfa for the site is such a condition.
3. If the Transportation Committee decides to grant the request at the April 24 Transportation Committee meeting, we

Memo to: George Benson  
Attention: Bob Morgan  
April 17, 1985  
Page Two

suggest that you hold the ordinance in committee until the original recorded document is returned to you for insertion of the recording number into the ordinance.

As to your question concerning the permissibility of Council consideration of the amendment at this stage of the environmental review of the project, please be advised that SEPA requires a period of seven days after issuance of an EIS to pass before any action is taken on a proposal. As the Union Square EIS issued April 11, 1985, that period will have elapsed before a Council decision on the amendment is made. However, the EIS adequacy appeal period will not begin to run until publication of the DCLU Director's decision on the permit. If an appeal is filed and the EIS found to be inadequate, a Council decision to grant the amendment will be void. As of today's date, the Director's decision to deny the permit or issue it with mitigating conditions (such as reducing the size of the building) has not been made. If the Council approves the amendment prior to the Director's decision, the record should indicate that the Council's decision in no way affects the Director's substantive authority to deny or condition the permit.

JBB:rlh

# Seattle City Council



Norman B. Rice  
President of the City Council  
625-2436

March 26, 1985

George E. Benson  
Chair  
Transportation Committee  
625-2441

Virginia Galle  
Chair  
Environmental Management  
Committee  
625-2445

Michael Hildt  
Chair  
Energy Committee  
625-2443

Paul Kraabel  
Chair  
Urban Redevelopment  
Committee and Public  
Safety Committee  
625-2447

Dolores Sibonga  
Chair  
Finance Committee  
625-2451

Sam Smith  
Chair  
Housing, Recreation &  
Human Services Committee  
625-2455

Jim Street  
Chair  
Land Use Committee  
625-2438

Jeanette Williams  
Chair  
City Operations Committee  
625-2453

David C. Cortelyou  
Executive Vice President  
UNICO Properties, Inc.  
1010 Unigard Financial Center  
Seattle, Washington 98161

Dear Dave:

Thank you for forwarding your request for an amendment to UNICO's Property Use and Development Agreement.

I have discussed this with Councilmember Benson who is chair of the Transportation Committee which initially granted the street vacation. His committee will consider the amendment and I will forward the materials to him.

Your idea is exciting and the Council will act expeditiously on the request.

Sincerely,

  
Norman B. Rice  
President  
Seattle City Council

NBR:mkv

UNICO Properties, Inc.

1010 Unigard Financial Center • Seattle, Washington 98161-1001 • 206/628-5050

March 25, 1985

Mr. Norman Rice, President  
Seattle City Council  
1106 Municipal Building  
Seattle, Washington 98104

Dear President Rice:

You may recall that in mid-1983 a street vacation was granted to UNICO Properties for a portion of Seventh Avenue between Union and University Streets. This vacation was requested in order to permit a more comprehensive development of the area north of One Union Square and the triangular parking lot adjacent to the Freeway across Seventh Avenue. Since that time, accelerated in part by the Washington State Trade and Convention Center locating over the Freeway, adjacent to this property, we have been working on a master plan for the development of this block. The culmination of that planning effort has resulted in our project known as Two Union Square.

In conjunction with the street vacation, a Property Use and Development Agreement was worked out which related to future development. One of the conditions of the Property Use and Development Agreement provided that up to 1,400,000 square feet would be permitted on the combined parcels but no one building would contain more than 1,000,000 square feet. With this guideline in mind, we prepared a Draft Environmental Impact Statement in September 1984 that envisioned a two tower scheme that fell within these parameters.

As we moved through Design Terms with the Department of Construction and Land Use, it appeared that we should develop further one of the alternatives in the Draft EIS, specifically a one tower scheme. In this alternative, the total square footage of the project was reduced from 1,400,000 square feet to 1,250,000 square feet by removing the smaller mid-rise building on the corner of 6th and Union and increasing the size of the larger tower adjacent to the Freeway to approximately 1,160,000 square feet. Consequently, the number of parking stalls was reduced from about 1,200 to 1,100 cars and there was a significant increase in the amount of public open space from 45,000 to approximately 70,000 square feet of public circulation, arcades and outdoor plazas.

Mr. Norman Rice  
March 21, 1985  
Page 2

As we refined the design and developed the bonusable public amenities, we continued to get encouragement to move forward with the single building concept so that the 6th and Union corner could be retained as a low-rise, two-three level retail and public open space component rather than a mid-rise tower.

It is with this background in mind that we are asking the Council to reconsider the limitation in the Property Use and Development Agreement relating to the maximum density in any one building, specifically, to raise the maximum area permitted in one building from 1,000,000 square feet to 1,160,000 square feet. This request is the result of a very close exchange of ideas between our designers and City staff. Even though the size of the project is reduced, we feel a better project is embodied in the single tower design and are hopeful that you will share that perspective after reviewing the enclosed information.

You will find in the supporting documents, a variety of photographic studies of the two alternate schemes to give you some visual idea of the comparative impacts of the two projects. Also incorporated in the documentation are the Design Terms and two letters which we received from the Department of Construction and Land Use relative to this project.

Should you have any questions related to the request to modify the Property Use and Development Agreement, we would be most happy to discuss them with you. As we are nearing completion of our conceptual design phase it is important for us to have Council approval of this modification to our Property Use and Development Agreement prior to continuing into more detailed development of our plans.

Very truly yours,

  
David C. Cortelyou  
Executive Vice President

DCC:rm  
Enclosures

Seattle  
Department of Construction and Land Use



William J. Justen, P.E., Director  
Charles Royer, Mayor

April 17, 1985

Re: PUDA Amendment for Two Union Square

George E. Benson, Chair  
Transportation Committee  
City Council  
City of Seattle

Dear Councilmember Benson:

As you know, DCLU is currently reviewing the environmental impact statement (EIS) for the Two Union Square project. The EIS discloses the need for an amendment to the PUDA in order to construct Unico Properties' preferred alternative of one highrise tower containing 1,160,000 square feet. We have informed the applicant that our Master Use Permit decision to grant, deny, or conditionally grant the project will not proceed until City Council has made a decision on the PUDA amendment.

DCLU has conducted the design review of public amenity features for this proposal and we have authorized the FAR bonus required for the one tower alternative. We feel this alternative is superior to the two building alternative with respect to the design of public spaces. For this reason, we feel an amendment to the PUDA to allow more than 1,000,000 square feet in the building would be an appropriate measure to achieve better street-level design. Additionally, the total amount of square footage of construction on the site would be reduced.

We understand, however, that Unico is interested in retaining the total square footage authorized in the PUDA, thereby reserving approximately 340,000 square feet for potential future development on the site. This future development would be dependent upon provision of additional public benefit features to enable the additional gross floor area.

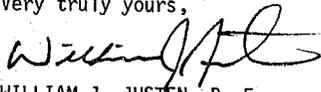
We feel that an amendment to include both a building of greater than 1,000,000 square feet and retention of the surplus 340,000 square feet contravenes the intent of the PUDA, which was to limit both the scale of development and the total development potential. One building exceeding 1,000,000 square feet would appear to be an acceptable amendment to the PUDA (especially considering improved public spaces), only if the increase is offset by a reduction in the square footage of total development.

Councilmember George E. Benson - 2 -

April 17, 1985

If you have any questions, please call Katy Chaney, at 4274, or  
Cliff Portman, Senior Land Use Specialist, at 4509.

Very truly yours,



WILLIAM J. JUSTEN, P. E.  
Director

CP:mer

Seattle City Council

RECEIVED  
APR 3 1985



Dept. of Construction & Land Use

April 1, 1985

Norman B. Rice  
President of the City Council  
625-2436

George E. Benson  
Chair  
Transportation Committee  
625-2441

Virginia Galle  
Chair  
Environmental Management  
Committee  
625-2445

Michael Hildt  
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Chair  
Urban Redevelopment  
Committee and Public  
Safety Committee  
625-2447

Dolores Sibonga  
Chair  
Finance Committee  
625-2451

Sam Smith  
Chair  
Housing, Recreation &  
Human Services Committee  
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Jim Street  
Chair  
Land Use Committee  
625-2438

Jeanette Williams  
Chair  
City Operations Committee  
625-2453

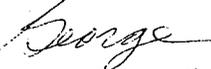
William Justen, Director  
Department of Construction  
and Land Use  
City of Seattle

Dear William:

Enclosed is a request from Unico Properties, Inc., for an amendment to their PUDA relating to Two Union Square. Unico has enclosed memoranda from DCLU with respect to their one-tower alternative, which indicate that DCLU prefers this alternative. I am writing to seek your comments on the alternative proposed and to seek your advice as to the permissibility of the City Council considering an amendment to their PUDA allowing the proposed alternative given the current status of environmental review on this project.

Thank you for your assistance in this matter.

Yours truly,

  
George E. Benson, Chair  
Transportation Committee

GEB:gm

Enclosure

cc: Transportation Committee  
Norm Rice, Council President  
Judy Barbour  
Larry Knutson  
Dave Cortelyou

April 25, 1985

David C. Cortelyou  
Executive Vice President  
UNICO Properties, Inc.  
1010 Uniyard Financial Center  
Seattle, Washington 98161

Re: PUDA Amendment, 2 Union Square

Dear Mr. Cortelyou:

Enclosed please find the Amendment to the Property Use and Development Agreement approved by the Transportation Committee yesterday.

Please note that it includes language reserving the Director's SEPA authority and the ability to determine the "bonusable" areas. It seemed to me that if that language were included in the agreement, DCLU should have no problem issuing the MUP decision after the amendment is executed but before you got the original back from the King County Recorder's Office for ordinance passage purposes.

When you return the recorded original to me, I will ask the Transportation Committee to put the ordinance accepting the amendment on the full Council agenda as soon as possible.

Very truly yours,

DOUGLAS N. JEWETT  
City Attorney

By  
JUDITH B. BARBOUR  
Assistant

JBB:rlh  
Enclosure

JBB:pm:nl  
4/26/84  
II:ORDIN1.1

85/08/06 RECD F CASHSL  
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BY THE DIVISION OF RECORDS & ELECTIONS KING COUNTY  
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ORDINANCE 112278

AN ORDINANCE accepting an amendment to the Property Use and Development Agreement executed by One Union Square Venture in connection with the vacation of a portion of Seventh Avenue (Petition of David C. Cortelyou; C.F. 289631).

WHEREAS, in connection with the petition to vacate portions of Seventh Avenue and University Street, the owners of property abutting thereto executed and filed with the City a Property Use and Development Agreement whereby the owners agreed, inter alia, to limit the gross floor area of any one building on owner's property to 1,000,000 square feet; and

WHEREAS, at the time of preparation of a Draft EIS for development of the property, the owners contemplated construction of two office towers, one containing 1,000,000 gross square feet and the other 350,000 square feet; and

WHEREAS, after the execution of the Property Use and Development Agreement and the publication of the Draft EIS for the proposal to build two towers it became apparent that development of an alternative proposal for a single high-rise structure would have a lesser impact on the environment, provide a better urban design, and serve the project sponsor's objectives; and

WHEREAS, the revised one tower proposal became the owners/project sponsors' proposed action as analyzed in the Union Square Final EIS issued April 11, 1985, specifically, a single office tower of 52 stories or 1,160,000 gross square feet on a 3-story base structure containing retail, support space and public amenities, with a total chargeable gross floor area of 1,206,300 gross square feet; and

WHEREAS, in order to construct an office tower containing 1,160,000 gross square feet of chargeable gross floor area, the owners/project sponsors require an amendment to the Property Use and Development Agreement limiting building size to 1,000,000 gross square feet, Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Amendment to the Property Use and Development Agreement submitted to the City by the owners of the following described property:

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PARCEL A:

Lots 1 to 6, inclusive, the Northwesterly 20 feet of Lot 7, and all of Lot 8 except the Northeasterly 15.5 feet of the Southeasterly 40 feet of said Lot 8, in Block 61, Addition to the Town of Seattle, as laid out by A.A. Denny (Commonly known as A.A. Denny's 5th Addition to the City of Seattle), according to the Plat recorded in Volume 1 of Plats, Page 89, in King County, Washington, EXCEPT the Northwesterly 5 feet of Lots 1 and 2, condemned by the City of Seattle for street purposes under Superior Court Cause No. 62589 as provided by Ordinance No. 18188 of the City of Seattle;

TOGETHER with vacated alley lying adjacent to said lots or portions of lots as provided by Ordinance No. 107299 of the City of Seattle.

TOGETHER with that portion of Seventh Avenue lying adjacent to and abutting on said Lots 3 and 6 and portions of Lots 2 and 7, when that portion of Seventh Avenue is vacated.

PARCEL B:

Lots 1, 4, and 5, Block 64, Addition to the Town of Seattle, as laid out by A.A. Denny (Commonly known as A.A. Denny's 5th Addition to the City of Seattle), according to the Plat recorded in Volume 1 of Plats, Page 89, in King County, Washington; EXCEPT the North 5 feet of said Lot 1 condemned for King County Superior Court Cause No. 62589 for Union Street, as provided in Ordinance No. 18188 of the City of Seattle; and EXCEPT portions condemned for highway purposes in King County Superior Court Numbers 570519 and 566654;

TOGETHER with all of that portion of vacated alley lying adjacent to and abutting thereon as provided by Ordinance No. 107299 of the City of Seattle.

TOGETHER with that portion of Seventh Avenue lying adjacent to and abutting on said portions of Lots 1, 4 and 5, when that portion of Seventh Avenue is vacated.

PARCEL C: The "Diamond Parcel"

Leasehold estate of the lessee in the below described parcel under lease dated October 18, 1972 between Sonya Diamond as lessor and The National Bank of Commerce of Seattle (now known as Rainier National Bank), a memorandum of which is recorded under King County No. 7212040170. The lessee's interest therein was assigned to Union Development Company under assignment dated December 1, 1977, recorded under King County No. 7712020571, and thereafter to One Union Square Venture under assignment dated July 11, 1979, recorded under King County No. 7907130489.

(To be used for all Ordinances except Emergency.)

Lot 8, Block 64, Addition to the Town of Seattle, as laid out by A.A. Denny (Commonly known as A.A. Denny's 5th Addition to the City of Seattle), according to the Plat recorded in Volume 1 of Plats, Page 89, in King County, Washington; EXCEPT portions thereof condemned for highway purposes in King County Superior Court Cause No. 573839.

TOGETHER with that portion of Seventh Avenue lying adjacent to and abutting on said portion of Lot 8, when that portion of Seventh Avenue is vacated.

and recorded in the records of the Director of Records and Elections of King County (King County Recording No. 8504301427) and filed in Comptroller File 289631, is hereby accepted, and the City Clerk is hereby authorized and directed to deliver copies of the same to the Director of Construction and Land Use and the Director of Community Development.

8508060575

Section 2.... This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 6<sup>th</sup> day of May, 1985, and signed by me in open session in authentication of its passage the 6<sup>th</sup> day of May, 1985.  
*[Signature]*  
President of the City Council.

Approved by me this 16<sup>th</sup> day of May, 1985.  
*[Signature: Charles Perry]*  
Mayor.

Filed by me this 16<sup>th</sup> day of May, 1985.

Attest: *[Signature: Jim Hill]*  
City Comptroller and City Clerk.

(SEAL)

Published.....

By *[Signature: Theresa Dunbar]*  
Deputy Clerk.

RECORDED

Return To:  
TIM HILL, CITY COMPTROLLER  
101 SEATTLE MUNICIPAL BUILDING  
SEATTLE, WA 98104

8508060575

STATE OF WASHINGTON )  
COUNTY OF KING ) SS  
CITY OF SEATTLE )

I, TIM HILL, Comptroller and City Clerk of the City of Seattle, do hereby certify that the within and foregoing is a true and correct copy of the original instrument as the same appears on file, and of record in this department.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of The City of Seattle, this **MAY 21 1985**



TIM HILL  
Comptroller and City Clerk

By: Theresa Dunbar  
Deputy Clerk

City of Seattle

ORDINANCE 11278

AN ORDINANCE accepting an amendment to the Property Use and Development Agreement executed by One Union Square Venture in connection with the vacation of a portion of Seventh Avenue (petition of David C. Cortelyou; C.F. 289631).

WHEREAS, in connection with the petition to vacate portions of Seventh Avenue and University Street, the owners of property abutting thereto executed and filed with the City a Property Use and Development Agreement whereby the owners agreed, inter alia, to limit the gross floor area of any one building on owner's property to 1,000,000 square feet; and

WHEREAS, at the time of preparation of a Draft EIS for development of the property, the owners contemplated construction of two office towers, one containing 1,000,000 gross square feet and the other 350,000 square feet; and

WHEREAS, after the execution of the Property Use and Development Agreement and the publication of the Draft EIS for the proposal to build two towers it became apparent that development of an alternative proposal for a single high-rise structure would have a lesser impact on the environment, provide a better urban design, and serve the project sponsor's objectives; and

WHEREAS, the revised one tower proposal became the owners/project sponsors' proposed action as analyzed in the Union Square Final EIS issued April 11, 1985, specifically, a single office tower of 52 stories or 1,260,000 gross square feet on a 3-story base structure containing retail, support space and public amenities, with a total chargeable gross floor area of 1,206,300 gross square feet; and

WHEREAS, in order to construct an office tower containing 1,160,000 gross square feet of chargeable gross floor area, the owners/project sponsors require an amendment to the Property Use and Development Agreement limiting building size to 1,000,000 gross square feet. Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Amendment to the Property Use and Development Agreement submitted to the City by the owners of the following described property:

PARCEL A:

Lots 1 to 6, inclusive, the Northwesterly 20 feet of Lot 7, and all of Lot 8 except the Northeasterly 15.5 feet of the Southeasterly 40 feet of said Lot 8, in Block 64, Addition to the Town of Seattle, as laid out by A.A. Denny (Commonly known as A.A. Denny's 5th Addition to the City of Seattle), according to the Plat recorded in Volume 1 of Plats, Page 89, in King County, Washington, EXCEPT the Northwesterly 5 feet of Lots 1 and 2, condemned by the City of Seattle for street purposes under Superior Court Cause No. 62589 as provided by Ordinance No. 18188 of the City of Seattle;

TOGETHER with vacated alley lying adjacent to said lots or portions of lots as provided by Ordinance No. 107299 of the City of Seattle.

TOGETHER with that portion of Seventh Avenue lying adjacent to and abutting on said lots 3 and 6 and portions of Lots 2 and 7, when that portion of Seventh Avenue is vacated.

PARCEL B:

Lots 1, 4, and 5, Block 64, Addition to the Town of Seattle, as laid out by A.A. Denny (Commonly known as A.A. Denny's 5th Addition to the City of Seattle), according to the Plat recorded in Volume 1 of Plats, Page 89, in King County, Washington; EXCEPT the North 5 feet of said Lot 1 condemned for King County Superior Court Cause No. 62589 for Union Street, as provided in Ordinance No. 18188 of the City of Seattle; and EXCEPT portions condemned for highway purposes in King County Superior Court Numbers 570519 and 566654;

TOGETHER with all of that portion of vacated alley lying adjacent to and abutting thereon as provided by Ordinance No. 107299 of the City of Seattle.

TOGETHER with that portion of Seventh Avenue lying adjacent to and abutting on said portions of Lots 1, 4 and 5, when that portion of Seventh Avenue is vacated.

PARCEL C: The "Diamond Parcel"

Leasehold estate of the lessee in the below described parcel under lease dated October 18, 1972 between Sonya Diamond as lessor and The National Bank of Commerce of Seattle (now known as Rainier National Bank), a memorandum of which is recorded under King County No. 7212040170. The lessee's interest therein was assigned to Union Development Company under assignment dated December 1, 1977, recorded under King County No. 712026571, and thereafter to One Union Square Venture under assignment dated July 11, 1979, recorded under King County No. 7907130489.

Lot 8, Block 64, Addition to the Town of Seattle, as laid out by A.A. Denny (Commonly known as A.A. Denny's 5th Addition to the City of Seattle), according to the Plat recorded in Volume 1 of Plats, Page 89, in King County, Washington; EXCEPT portions thereof condemned for highway purposes in King County Superior Court Cause No. 573859.

TOGETHER with that portion of Seventh Avenue lying adjacent to and abutting on said portion of Lot 8, when that portion of Seventh Avenue is vacated.

and recorded in the records of the Director of Records and Elections of King County (King County Recording No.

8504301427) and filed in Comptroller File 289631, is

hereby accepted, and the City Clerk is hereby authorized and directed to deliver copies of the same to the Director of Construction and Land Use and the Director of Community Development.

Section 2. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 12th day of May, 1985,

and signed by me in open session in authentication of its passage the 12th day of May, 1985.

Approved by me this 12th day of May, 1985.

Filed by me this 12th day of May, 1985.

Attest: Tim Hill, City Comptroller and City Clerk.

(SEAL)

By: I. Harold Duncan, Deputy Clerk.

Publication ordered by TIM HILL, Comptroller and City Clerk. Date of official publication in Daily Journal of Commerce, Seattle, May 23, 1985. (C-657)

C-657

**Affidavit of Publication**

**STATE OF WASHINGTON  
KING COUNTY—SS.**

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 .....

Ordinance No. 112278

.....  
was published on May 23, 1985  
.....

*E. Deuster*

.....  
Subscribed and sworn to before me on  
May 23, 1985  
.....

*Yvonne Summers*  
Notary Public for the State of Washington,  
residing in Seattle.