

Resolution No. 31007

A RESOLUTION requesting that the Director of the Fleets and Facilities Department negotiate a Purchase and Sale Agreement, and Civic Square Agreement with Triad Civic Center LLC for the sale of the former Public Safety Building block and the development of a civic square on a portion of that site, consistent with the Civic Center Master Plan and with redevelopment objectives outlined in the City's September, 2006 Request for Proposals.

The City of Seattle – Legislative Department

Resolution sponsored by: Peter Stanbrink

Committee Action:

Date	Recommendation	Vote
		Approved 4-0 PS, JD, RC, TR

Related Legislation File: \_\_\_\_\_

Date Introduced and Referred: 8-1-07	To: (committee):
Date Re-referred: 8-1-07	To: (committee): <u>Governmental</u>
Date Re-referred:	To: (committee): <u>URBAN DEVELOPMENT AND PLANNING</u>
Date of Final Action: 8-13-07	Date Presented to Mayor: 8-14-07
Date Signed by Mayor: 8-22-07	Date Returned to City Clerk: 8-22-07
Published by Title Only <input checked="" type="checkbox"/> 3	Date Returned Without Concurrence:
Published in Full Text _____	

This file is complete and ready for presentation to Full Council. \_\_\_\_\_

Full Council Action:

Date	Decision	Vote
8-13-07	Adopted As Amended	9-0

RESOLUTION 31007

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3 A RESOLUTION requesting that the Director of the Fleets and Facilities Department negotiate a  
4 Purchase and Sale Agreement, and Civic Square Agreement with Triad Civic Center LLC  
5 for the sale of the former Public Safety Building block and the development of a civic  
6 square on a portion of that site, consistent with the Civic Center Master Plan and with  
7 redevelopment objectives outlined in the City's September, 2006 Request for Proposals.

8 WHEREAS, different alternatives for redevelopment of the Public Safety Building block (the  
9 "Site") were analyzed, all of which adhere to the vision and principles established by the  
10 Civic Center Master Plan; and

11 WHEREAS, Resolution 30769, adopted in May, 2005, stated the City's preferred approach to the  
12 redevelopment of the Site, including objectives consistent with the Civic Center Master  
13 Plan vision for civic public open space, private development, underground parking and  
14 pedestrian access to the Metro/Sound Transit bus tunnel; and directed the Director of the  
15 Fleets and Facilities Department to proceed with a public solicitation for development  
16 proposals; and

17 WHEREAS, a Request for Concepts for redevelopment of the Site was published and distributed  
18 in April, 2006 and three of the development teams responding to the Request for  
19 Concepts were invited to respond to a Request for Proposals issued in September, 2006;  
20 and

21 WHEREAS, Triad Civic Center LLC ("Triad") was selected as the preferred developer for  
22 redevelopment of the Site; and

23 WHEREAS, Triad has proposed to develop a signature project for this critical block in the south  
24 downtown that will be consistent with the Civic Center Master Plan, enhance the  
25 vibrancy of the area and contribute to its economic vitality; and

26 WHEREAS, the City and Triad signed a Letter of Intent in February, 2007, demonstrating the  
27 City's intent to proceed with the sale of the Site to Triad and Triad's commitment to  
28 develop a portion of the Site as a public plaza (the "Civic Square"); NOW,  
THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE  
MAYOR CONCURRING, THAT:**

Section 1. The City endorses the program principles encompassed in Triad's conceptual  
design for the Civic Square and associated retail spaces, as described in Exhibit A, and supports  
the inclusion of these principles in the Civic Square's schematic design.



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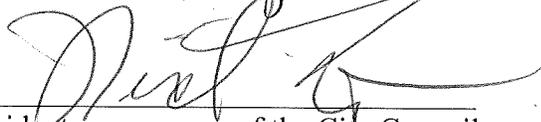
Section 2. The Director of the Fleets and Facilities Department or designee is hereby requested to negotiate a Purchase and Sale Agreement with Triad for the Site, consistent with the draft agreement attached as Exhibit B.

Section 3. The Director of the Fleets and Facilities Department or designee is hereby requested to negotiate an agreement defining the terms and conditions of the Site's redevelopment (a "Civic Square Agreement"), addressing the design, construction, and operations and management of the Civic Square and associated retail spaces and consistent with the terms outlined in Exhibit C hereto.

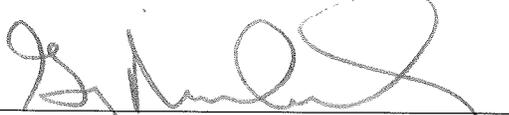


1 Section 4. The completed Purchase and Sale Agreement and Civic Square Agreement  
2 shall be presented concurrently to the City Council for its consideration and approval by  
3 ordinance.  
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5 Adopted by the City Council the 13<sup>th</sup> day of August, 2007, and signed by me in  
6 open session in authentication of its adoption this 13<sup>th</sup> day of August, 2007.  
7

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9   
10 President \_\_\_\_\_ of the City Council

11 THE MAYOR CONCURRING:

12   
13 Gregory J. Nickels, Mayor  
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15 Filed by me this 22<sup>nd</sup> day of August, 2007.  
16

17   
18 City Clerk

19 (Seal)

20 Attachments

- 21 Exhibit A Seattle Civic Square Concept Design Narrative  
22 Exhibit B Draft Purchase and Sale Agreement  
23 Exhibit C Civic Square Agreement Outline  
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**EXHIBIT A**

**SEATTLE CIVIC SQUARE  
CONCEPT DESIGN NARRATIVE  
FOSTER+PARTNERS - GGLO - ATELIER DREISEITL**

**1. GENERAL PRINCIPLES**

**a) The Plaza as an 'Urban Landscape Sculpture'**

The Civic Square plaza, with its unique open space form, should capture the attention of people at an emotional level. The plaza's layout should preserve and encourage access, maintain visual sight lines, and connect the surrounding neighborhoods.

The open space layout is planned as an urban landscape sculpture providing structure for varied functional needs of the civic space. Its parts are designed to create the composition of the open space and together create a "big gesture".

The plaza's central art element will be a large-scale sculpture.

The plaza's design is inherently flexible to create an open space that is in-herently flexible to accommodate a variety of uses.

*Final  
amend if  
passed  
#24*

**b) Historic Context**

To help set the plaza in the context of the city, pieces of Seattle's captivating past will be drawn out and told subtly through the design elements that form the plaza. There are many ways to express this history; to maintain a cohesive design, it is important that they complement the overall design of the square.

**c) Cultural Context**

The Civic Square will be a place where the many cultures found in Seattle can be expressed during events and activities. To make this happen, the elements of the plaza, which will be venues of civic expression, must complement the programming of the Square. The relationship between the amphitheater seating area and the People's Pavilion, for example, will create an exciting potential for the cultural context of the Square to be expressed by the people themselves.

**d) Regional Context**

Incorporating a design connection to Seattle's regional landscape offers exciting possibilities for design as well as function. By consciously considering the geography, geology, and climate of this Northwest area, it will be possible to design a square that 'belongs' in its place, functions as a sustainable urban landscape, and performs for the people of Seattle over the long term.

In a way, the east to west sloping site is very similar to the surrounding region. In the big picture, the topography of Seattle's surrounding landscape goes from the high Cascade Mountains all the way to the sea,



with the City in between. To convey a regional context, this transect will be expressed at a micro-scale within the Square, and water will be the primary medium used to do this. With three characteristic parts of the water features, each one of these basic landscapes will be communicated, where the Upper Cascade represents the mountain landscape, the Plaza Fountain located in the middle of the Square is the urban landscape, and the Lower Cascade is the Sound. Planted areas incorporating Washington native plantings where appropriate, and paved surfaces that feature some locally harvested stone will further this contextual connection.

**e) Sustainability**

Sustainability in the Square's open space will be practiced by reducing the use of potable water and collecting runoff during storm events through stormwater management, using local, environmentally friendly products for hardscape and softscape areas, and educating people using the plaza's visible and understandable sustainable design features. The retail pavilion and plaza will be designed to meet the City's sustainability requirements, with aspirations to exceed these standards. The plaza expectations of the mixed-use tower on the site are for a high-performance sustainable design with a Gold certification under the USGBC's LEED Core and Shell program, with aspirations for Platinum certification.

**f) Connection to Surrounding Neighborhood**

Critical to the pursuit of creating an active, vibrant Civic Square will be the establishment of visual and traffic connections for vehicles as well as pedestrians with the surrounding neighborhood. This 'wayfinding' concept will be in the form of circulation routes and open sightlines which smoothly guide people to and from the space.

Site analysis has indicated that pedestrian travel will be greatest at the corners of 4<sup>th</sup> Avenue and Cherry Street, and Third Avenue and James Street. Due to the location of the Metro station and the proximity to the downtown office core, they will serve as primary points of arrival and exit on the site. Also heavily traveled will be the intersection of 3<sup>rd</sup> Avenue and Cherry Street. Another important access point will be the intersection of 4<sup>th</sup> and James, extending the pedestrian route from City Hall to the Square, as well as the connection between the Square and the Transit Tunnel on 3<sup>rd</sup> and James.

The Square's composition is designed to compliment this hierarchy of circulation, as well create strong visual connections by maintaining important open view sheds. Pedestrians arriving at the site will be directed to the heart of the plaza along sculpted, sloping pathways, and cascading water features. Arriving to the Square at 3<sup>rd</sup> and James, for example, will be dramatically marked by an artistic water cascade, which will be visible and audible not only directly at the Square's edges but further into the surrounding city. In the other direction, key locations on the Square and atop the retail building will provide dramatic views to City Hall and even to the Sound in the distance. Options for circulating under weather protection will also be incorporated.

Barrier-free access will also be provided at certain locations to and from the Square, made possible through ramp and step surfaces designed to specific barrier free/universal access standards.

**g) Design Flexibility**

Flexibility of use is essential for any central urban plaza. The Civic Square will be designed to accommodate a variety of uses during different times of the day, as well as throughout the year, as the seasons change. At noon, the plaza may appear to be a traditional open space for city residents and visitors, but only hours later transformed into a venue for various events, activities and functions. The design of the open space elements will allow this change to happen.

The stepped levels of the Square, designed to be used as both walking and seating surfaces, help enable the sites overall flexibility. Steps with less rise and run clearly define primary paths of foot travel. Where seating is most important, facing the People's Pavilion, the steps are raised to a comfortable height for seating within this amphitheater-like portion of the Square. This combination will be found throughout the site, changing according to desired uses.

Within a large city, it is important to provide more intimate, human-scale spaces. Complimenting the Squares more open areas will be softscapes of planting and seating niches. Sitting within these spaces, bordered by plants, shaded by a canopy of trees, and enlivened by the sound of the nearby water cascade, the scale of the surrounding buildings will be temporarily softened.

**h) Lighting**

Lighting shall be an integral part of the site design, to help create a sense of security throughout the Square, promote a 24 hour presence and visibility, and accentuate, with appropriate illumination, the Square's unique architectural, landscape and art features during night-time hours. The strategic use of lighting elements, at grade and from above, provides the opportunity to create varying atmosphere's within the Square that are complimentary to its multiple uses.

**2. RETAIL**

A retail building will be constructed on the south edge of the plaza, along James Street. This building will incorporate space for multiple retail tenants of varying sizes and types, potentially including restaurants, cafes, bookshops, artisan market stalls, daycare, or a variety of other retail users. The building will be designed with areas for possible outdoor seating, and include a partial green roof. The exterior facades will be designed with transparency to help create a sense of connection with the plaza space. It will also incorporate a connection to the Metro station below 3<sup>rd</sup> Avenue, including escalators that bring people up to multiple levels, arriving into the plaza.

Retail tenant space will also be provided in the base of the mixed-use tower. Combined in both buildings, the retail space will provide approximately 36,000 gross square feet.

### 3. HARDSCAPE

#### a) Steps

The Square's step elements will play a very important role. The steep topography of the site requires an extensive network of different levels that function as both circulation paths and seating areas. To capitalize on this significance, the overall composition of the steps and ramped surfaces will be designed as one unified art element.

2 main kinds of steps will be used in the Square.

##### 1) **Walking steps**

Sized for foot traffic, these steps will be used in key locations, to allow smooth circulation through the Square. These will be sized in order to minimize the extensive use of handrails.

##### 2) **Seating Steps**

Other steps will primarily be used as seating elements. Because foot travel will not be the primary use, making uniformity less important, the path of the seating steps will take on a more sculptural aesthetic, helping to create the overall landscape art characteristic of the plaza. This helps to accommodate the function of the amphitheatre.

Between the plaza's step structures, gently sloping ramps and platforms will allow for easy, relaxed movement through the square. Design standards for universal access are of key importance and will be incorporated into these surfaces.

#### Material:

The first alternative for hardscape material is seen to be stone which is native to the North West region. Preliminary investigation suggests that it may be difficult to acquire enough stone fitting this criterion to surface the entire square, in which case, it will be necessary to use stone sparingly as an accent paving surface for key locations, in combination with highly attractive concrete. Regardless of the outcome, the materials will be chosen based on their level of sustainability as well as their ability to compliment those that are found above at City Hall, in structure, color and texture.

#### Stormwater Runnels:

Incorporated at certain locations along the rear edge of the steps run will be integrated conveyance runnels, traversing the site's topography, taking stormwater from the Tower to the stormwater planters of the softscape area.

#### b) **Accessibility**

A harmonious connection is made from 4<sup>th</sup> Avenue with a slightly sloped ramp along the retail edge to the main plaza level. That ramp continues around the Peoples Pavilion to the platform on the staircase at 3<sup>rd</sup> Avenue. Level access is also present from the main plaza level to

the restaurant level and the tower. Coming from 3<sup>rd</sup> Avenue and Cherry Street a concave shaped staircase acts as an inviting and welcoming plaza element. An escalator connects the corner plaza at Cherry Street and 3<sup>rd</sup> Avenue to the main plaza level. From this level at 3<sup>rd</sup> Avenue, an escalator connects to the light rail station.

**c) Glass Insets**

Glass may be incorporated into the paving surface of the plaza as an artistic feature. It may, for example, establish a connection between water features, with color and light, when the actual use of water is not appropriate. This is meant also to celebrate the importance of glass to the Puget Sound region.

**d) Boulders**

Natural boulders will be incorporated into the softscape and upper water cascade area of the plaza, acting as informal seating elements, along the running water or within the planted areas. These will be of a local stone material in order to strengthen the plaza's regional connection.

**e) Water Feature Surfaces**

These surfaces are seen as a continuation of the stepped levels and will be constructed of similar materials. Differences in form, texture, elevation will help to create the intended water environment.

**f) People's Pavilion**

The People's Pavilion is located along the ramp sloping down along the retail edge. The People's Pavilion is envisioned as an enclosed stage area and as a potential central focus of the plaza. It will be supported by infrastructure for staging, lighting, and audio systems. Open to the escalators leading up from the Metro station, the People's Pavilion will also serve a distinct point of arrival, leading people into the heart of the plaza.

The People's Pavilion will exhibit the environmental impact and performance of the site's architectural and open space elements, and make sustainability visible and understandable. More than education, it will show 'real-time' how the Square lives.

**4. WATERSCAPE**

Seen in its entirety, the water feature extends from City Hall to the plaza and flows down the sites topography, providing different experiences for the people along the way.

Integrated into the stepped structure of the plaza, the water features are seen to be its central art piece. Much more than just a water feature, they are a uniquely shaped urban landscape sculpture. They will offer various opportunities for physical and mental interaction with water, and strengthen the overall structure of the plaza. They will also operate to the greatest extent possible, using collected and cleansed stormwater coming from the plaza and tower. It

is also the figurative continuation of the flow of water through the Civic Center Master Plan area.

Due to the importance of flexibility for events, climate, and general daily/weekly/monthly change, each feature will be designed to work with the fluctuating life of the plaza. The central Plaza Fountain, for example, will occasionally be turned off in order to expand the plaza's area for events.

The waterscape of the Square will consist of 3 unique features. Each is subtly symbolic of the three regional landscape types found in and near Seattle, and will be designed to work with the adjoining architecture and plaza.

**a) Upper Cascade**

To help reduce the overpowering scale of the Tower and surrounding building, and create a 'human-scale' environment, the Upper Cascade provides with a rich water structure, accompanied by native plants and natural boulders, a space for relaxation, leisure and contemplation. A tranquil water sound helps to create an area that will be a preferred usable place for lunch times, to stay and hang out.

Beginning at one of the highest points on the site, near the intersection of 4<sup>th</sup> and James, the Upper Cascade represents the flow of water from the Cascade Mountains above. A more idyllically designed feature, with water moving peacefully over its approx. 100' stretch, with only approx. 5' of drop, rippling and tumbling down the stepped levels, it will compliment the contemplative, human scale atmosphere of the adjacent softscape area. Natural boulders and plant materials will help to create this intimate atmosphere.

The Upper Cascade will also partially incorporate the use of collected stormwater from the Tower. This water will flow from building to the stormwater planters of the adjacent softscape areas, first being detained and cleansed, before being released to the cascade.

**b) Plaza Fountain (Urban Water)**

The upper cascade will terminate as it flows into the Plaza Fountain, a large, shallow and inwardly sloping pool of water located on the eastern side of the central plaza. This feature is meant to reference water in the civic environment. Physical interaction between water and people will be the focus. In order to harmonize with the Square's 'urban' function, the Fountain will also at times be inactive, during events for example. For an open-air concert being performed in the People's Pavilion, the Plaza Fountain will quickly change from water feature to seating and standing room for people in attendance.

Because the Fountain is integrated into the overall Square scheme, its surface materials will in principle be the same. Stone and/or concrete will form its base. Integrated water flow elements, paving textures, lighting, and sound will help delicately delineate the fountain from the rest of the plaza. When turned off, some of the water will vanish into drainage inlets constructed within the seating steps bordering the fountain on the eastern side.

**c) Lower Cascade**

The Lower Cascade is the expression of water as it moves from city to sea. Less interactive in comparison to the other features, it will be designed to display the majesty of water as it finally falls to the Sound. This fall will dramatically unfold down the cascade's approximately 13' of elevation drop over a length of approx. 65', and serve as an iconic element for this busy pedestrian intersection that will be the main access point for the Square. People coming and going from 3<sup>rd</sup> Avenue and the Metro Transit Tunnel will first hear the Cascade, and then be pulled into the Square as they gaze upward to its origin at the plaza main level.

Because the cascade is located very near to the Tower, its design language is meant to take on a more architectural quality. In contrast to the fluid forms of the Upper Cascade and Plaza fountain, the Lower Cascade becomes more rigid in its descending stepped levels.

The same materials used to form the adjacent walking and seating steps will be extended into the Cascade, although they will certainly be adapted to create the desired waterscape. In appropriate locations, platforms within the cascade will allow people to enter this exciting, powerful water environment.

**5. SOFTSCAPE**

Softscape areas, consisting of groupings of plant material, trees, and seating niches, will offer human scale spaces within the very urban atmosphere of the square. Below the skyscrapers of downtown Seattle, they will help establish the civic, people oriented atmosphere of the square.

**a) Seating**

With the softscape area of the square oriented to the evening sun, this is a perfect place to offer chances for seating and relaxation. Between beds of Washington native trees and plants will be wooden benches along the curved levels of the plaza and provide the opportunity to gather and enjoy this pleasant atmosphere.

**b) Planting**

The planting of the softscape areas serves multiple purposes. As a design element, they enhance the human scale quality of the softscape area by helping to interrupt the urbanity of the surrounding city. They also serve an important ecological function. As stormwater planters, they are biological filters for stormwater that will be conveyed from the Tower to the plaza water features. A special soil substrate breaks down nutrients and pollutants being carried by the stormwater before it enters the plaza water feature system.

Plant material that supports the sustainability features will be incorporated with an emphasis on plants native to the Pacific Northwest area. This will be an important part of the plaza's contextual connection with the regional landscape, and ensure that plant material, with proper maintenance, will perform successfully.

## 6. SUSTAINABLE STORMWATER MANAGEMENT

The goal is to provide a compact "zero-outflow" storm water system. It consists of a well balanced capturing and use of stormwater and a delayed overflow to the storm sewer in the case of heavy storm events.

### a) Concept and Approach

The surface stormwater management systems for the Square works like a natural water system, as if in nature but in an urban fabric. The benefit for the urban area is the significant reduction of runoff from the site and the cut of runoff peak flows. The site is itself a rain collection surface, with a mixture of hard surfaces, planted areas and water surfaces. Due to the extreme rainfall distribution differences between summer and winter, it is possible to imagine that the water feature may have varying levels to reflect this difference. Stormwater run-off could be potentially captured from the pathways, plazas and streets to supply this extra need of created water features and even support toilet flushing, irrigation and climatization.

### b) Stormwater System

The system consists of a network of collection and conveyance elements where rainwater is intercepted, appropriately guided and temporarily detained in surface or underground storage systems. It is further distributed for recharging of watercourses and cascades and for irrigation in green areas. An important goal could be realized, to distribute the rainwater as much as possible on the surfaces of green roofs and green areas to reach a high cooling effect. Cleansing biotopes continually clean the water to contribute to a healthy water system. Potential use of rainwater for toilet flushing reduces the amount of drinking water needed for non-potable uses.

### c) Tools of the Stormwater System

- Retention on Green Roofs/Roof Gardens
- Retention in a cistern with rainwater use for irrigation, refilling of the open space water features and use for toilet flushing
- Detention in open swales and cistern with fluctuating water level by delayed outflow (pumping) to the Storm Sewer
- Controlled Overflow to the Storm Sewer
- Cleansing in vegetated biotopes for the water circulation of water feature with high evaporation and cooling effect

## 7. INFRASTRUCTURE

Infrastructure within the open space, including power hook-ups, lighting, public wireless/WiMax/Bluetooth connectivity, audio/visual connections, and tent or awning anchoring, will accommodate the staging of a variety of events anticipated for the Square. This system will make possible a variety of scales of civic activity, during daytime and nighttime hours, from individual use of the space for surfing the internet, to small scale weekly markets, as well as larger public performances in the People's Pavilion.

In order to efficiently provision and stage events on the Square, an ingress and egress point for vehicles and equipment will be needed. This is expected to occur using the wide ramp descending from the intersection of 4<sup>th</sup> Avenue and James to the main plaza level. Additional reinforcement of this ramp will be necessary to avoid hazard and damage during event staging.

Provision will also be made in the design for accommodating storage of equipment used for events, including lighting and A/V equipment, special coverings and stage materials, and other typical equipment. Access to secured public toilets will be provided for event hours.

## **8. SECURITY**

For the Civic Square to succeed in becoming an attractive living environment for downtown residents, as well as a popular destination during daytime and nighttime hours, the integration of other specific elements and design methods, in addition to a system of surveillance camera's, will help create a secure and inviting environment.

Keeping sightlines in the Square open and avoiding hidden locations where activity within would be concealed are primary aims of the design. In addition, an extensive system of overhead and at grade lighting elements will add to the Square's security.

These elements will help realize the critical goal of maintaining activity in the Square into evening and night time hours.

**Exhibit B**

**DRAFT PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2007, by and between The City of Seattle, a Washington municipal corporation ("Seller"), and Triad Civic Center LLC, a Washington limited liability company ("Purchaser").

**RECITALS**

WHEREAS the City owns that certain real property located in King County, Washington which property is the site of the former Public Safety Building and is currently vacant and surplus to City needs; and

WHEREAS Triad intends to purchase the property and to construct a building for mixed residential, commercial and office uses, and parking; and

WHEREAS the City desires to establish a civic square on a portion of the property to provide open space and services for the enjoyment and well-being of downtown workers, residents and visitors; and

WHEREAS as part of the purchase price for the property Triad is willing to construct a civic square on the southern portion of the property and upon completion, to lease or transfer to the civic square to the City or its designee;

NOW, THEREFORE,

IN CONSIDERATION of the respective agreements hereinafter set forth, Seller and Purchaser do each hereby covenant and agree with the other as follows:

1. Purchase and Sale.

(a) Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, on the terms and conditions set forth in this Agreement, the Property. As used herein, the term "Property" means, collectively:

(i) that certain parcel of land located at 600 Third Avenue in the City of Seattle and more particularly described as:

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 32, Addition to the Town of Seattle as laid out on the claims of C. D. Boren and A. A. Denny and H. L. Yesler (commonly known as C. D. Boren's Addition to the City of Seattle), according to the plat thereof recorded in Volume 1 of Plats, Page 25, in King County, Washington, together with the vacated alley in said Block adjoining said Lots;



Except the southwesterly 9 feet of Lots 1, 4, 5 and 8, condemned in King County Superior Court Cause Number 54135 for the widening of Third Avenue, as provided by Ordinance Number 14345 of the City of Seattle; and

Except the northeasterly 9 feet of Lots 2, 3, 6 and 7, condemned in King County Superior Court Cause Number 50320 for the widening of Fourth Avenue, as provided by Ordinance Number 13074 of the City of Seattle; and

(ii) all of Seller's right, title and interest in and to all rights and interests appurtenant to the Property including, but not limited to, any development rights, mineral rights, or other rights owned by, or leased to, Seller; and

(iii) all other improvements owned by Seller located on the Property.

(b) Seller and Purchaser hereby acknowledge that Purchaser intends to use the Property to construct and erect on the Property a mixed-use tower containing office, residential and commercial space, and underground parking. Purchaser has agreed, as part of the Purchase Price, to construct a civic square (the "Civic Square") on a portion of the Property generally depicted in the attached **Exhibit A** (the "Civic Square Area"), substantially similar in design, structure, composition and scale to the concept contained in Purchaser's "Seattle Civic Square Summary," submitted to Seller on December 1, 2006. Upon completion of construction of Purchaser's project, Purchaser shall lease and/or convey the Civic Square to the City or its designee. To accomplish these objectives, simultaneous with the execution of this Agreement the parties shall enter into an agreement (the "Civic Square Agreement") substantially in the form of **Exhibit B** attached hereto, providing, among other matters, for Purchaser's construction of the Civic Square in the Civic Square Area and its subsequent transfer to the City.

## 2. Purchase Price.

(a) The Minimum Purchase Price for the Property shall be the sum of (1) TWENTY FIVE MILLION and 00/100 Dollars (**\$25,000,000.00**), plus (2) the Interest Adjustment (defined below). The Minimum Purchase Price shall be paid as follows:

(i) Earnest Money. Within five (5) days after the mutual execution and delivery of this Agreement, Purchaser shall deposit an amount equal to the amount by which \$500,000 exceeds the Incurred Civic Square Design Costs as the initial earnest money deposit (the "Earnest Money") with the downtown Seattle office of Chicago Title Insurance Company ("Title Company"), to secure Purchaser's performance hereunder. The Earnest Money shall be non-refundable to Purchaser unless the transaction fails to close due to the condition of title to the Property, as described in Subsection 5 (a); or for any of the reasons identified in Section 7; or due to Seller's default, or for another reason set forth in this Agreement or the Civic Square

Agreement under which Purchaser is entitled to a refund of such Earnest Money. "Incurred Civic Square Design Costs" shall mean the costs actually incurred subsequent to the parties' execution of their Letter of Intent dated February 22, 2007 in connection with the design of the Civic Square (including, as applicable, conceptual design and schematic design, engineering and related costs), provided that the results and work product associated with such design work are assignable to the Seller for use at the Property in the event this Agreement terminates for any reason other than a default by Seller. Simultaneously with the execution of this Agreement, and again following issuance of the master use permit for the proposed project, Purchaser shall provide Seller with an accounting of the then-current Incurred Civic Square Design Costs, together with evidence reasonably satisfactory to Seller that the work product associated therewith is assignable to Seller. To the extent Civic Square Design Costs also include an allocable share of design, engineering and related costs applicable to the project as a whole, the costs attributable to Civic Square Design Costs shall be as reasonably allocated by the architects, engineers and other service providers actually performing such work. Assignability of the designs and work product related to the Civic Square mean that Seller may use such designs with respect to the Property, subject to customary restrictions and limitations imposed by the architects, engineers and other service providers who prepared the designs and work product; *provided* that, prior to Closing, Purchaser shall confirm to Seller's reasonable satisfaction that such architects, engineers and other service providers consent to the assignability to Seller of the designs and work product related to the Civic Square.

(ii) Three (3) business days after the City of Seattle has issued a master use permit for Purchaser's proposed project (such master use permit to be sought by Purchaser under the Civic Square Agreement) and the period for the filing of an appeal has expired without an appeal having been filed (or if an appeal is filed, the appeal is finally resolved), Purchaser shall adjust the Earnest Money to equal the amount by which \$1,000,000 exceeds the Incurred Civic Square Design Costs. If the Closing does occur, the full amount of the Earnest Money shall be credited against the cash portion of the Purchase Price to be paid by Purchaser to Seller at Closing. Purchaser shall be entitled to the benefit of any interest earned on the Earnest Money.

(iii) At Closing, Purchaser shall pay to Seller in cash (inclusive of the Earnest Money) an amount equal to \$25,000,000 less the Budgeted Civic Square Development Costs (which term shall be defined in the Civic Square Agreement, and shall represent Seller's and Purchaser's good faith estimate as of the date of Closing of the allocable costs to construct the Civic Square) (the "Cash Payment"). Along with the Cash Payment, and as a portion of the Purchase Price due at Closing, Buyer shall also pay to Seller an amount equal to the accrued interest on the Cash Payment at the rate of 5.02% per annum (non-compounded) from the date Buyer is required to adjust Earnest Money under subsection (ii) above until Closing (the "Interest Adjustment"). A portion of the Cash Payment plus the Interest Payment shall be deposited by Seller into escrow with Title Company as the Civic Square Cost Contingency in accordance with the terms of the Civic Square Agreement.

(iv) The remainder of the Purchase Price (which shall be equal to the Budgeted Civic Square Development Costs) shall be evidenced by a promissory note from Purchaser to Seller in the form attached hereto as **Exhibit C**. The promissory note shall be satisfied at such time as Purchaser completes the construction of and delivers to Seller or its designee the Civic Square in accordance with the terms of the Civic Square Agreement (which Civic Square Agreement shall require, among other matters, evidence of equity and debt financing, a GMP construction contract and other assurances of completion of the Civic Square as a condition to Closing under this Agreement).

(b) Purchaser intends to seek a portion of the financing for Purchaser's intended development project through debt and equity investments from a community development entity that qualifies for new market tax credits under Section 45D of the Internal Revenue Code. To the extent Purchaser is successful in doing so, Purchaser shall pay to Seller as additional consideration for the purchase of the Property an amount equal to the Net NMTC Value of such investment, not to exceed \$1,270,000 (the "Supplemental Payment"). For purposes hereunder, the Net NMTC Value shall be the amount by which the net present value of the debt and/or equity contributions to Purchaser that qualify for new market tax credits is less than net present value of obtaining such debt and/or equity financing from third parties at then current market rates. The determination of Net NMTC Value shall be made by Reznick, Fedder & Silverman ("Reznick") on behalf of Purchaser and Seller upon the later of Closing or the date the amount of debt and/or equity financing that qualifies for new market tax credits is finally established, and absent manifest error shall be binding on Purchaser and Seller.

Payment of the Supplemental Payment by Purchaser to Seller shall be made on the later of (i) ten (10) business days following the determination of the amount of the Supplemental Payment by Reznick, (ii) sixty (60) days following the actual receipt by Purchaser of the qualified debt and/or equity investment from the community development entity that qualifies for new market tax credits, and (iii) Closing. If such investment is advanced over time, the Supplemental Payment shall be made over time as such investments are actually received by Purchaser.

In determining the net present value of the debt and/or equity contributions to Purchaser that qualify for new market tax credits, there shall be taken into account the actual third party costs, fees and expenses incurred by Purchaser to seek, qualify for, arrange and obtain the debt and/or equity financing that qualifies for new market tax credits, including allocable fees, costs and expenses of the community development entity, its counsel, Purchaser's counsel and other third party consultants retained by Purchaser to facilitate such investment (collectively, the "Qualification Costs"). The Qualification Costs shall be limited to those which are actually incurred with respect to the project described by this Agreement and, upon Seller's request, Purchaser shall provide Seller with an itemization of the Qualification Costs sufficiently detailed to permit Seller to determine the nature of the costs, the identity of the provider of the service(s) associated with the costs, the amount of time spent by such service providers attributable to the costs and the time period during which the costs were incurred. In

the event Seller disputes the inclusion of any item described in Purchaser's itemization of the Qualification Costs, such dispute shall be resolved by a determination made in good faith by Reznick. The fees and costs of Reznick to determine the Net NMTC Value and to resolve any dispute regarding the Qualification Costs shall be paid by Purchaser but shall also be taken into account in determining the net present value of the debt and/or equity contributions to Purchaser that qualify for new market tax credits.

3. Title to the Property. At Closing, the Title Company shall issue to Purchaser an owner's standard coverage title insurance policy in the amount of the Purchase Price, insuring fee simple title to the Property, and subject only to the Permitted Exceptions (the "Title Policy"). As used herein, the term "Permitted Exceptions" means, collectively: (a) the preprinted exceptions commonly contained in an owner's standard policy, (b) non-delinquent liens for general real estate taxes and assessments; and (c) the transit tunnel easement in favor of King County. At Purchaser's option, Purchase may elect to obtain an extended coverage policy of title insurance, provided (y) Purchaser pay any increased premium for extended coverage, and (z) Purchaser provides any surveys required by the Title Company to issue extended coverage. If Purchaser elects to obtain extended coverage title insurance, Seller agrees to provide to the Title Company such affidavits and indemnities as the Title Company may reasonable request in order for the Title Company to issue such extended coverage.

4. Waiver of Feasibility Period. Purchaser acknowledges that it has previously conducted and completed to Purchaser's satisfaction a feasibility investigation with respect to the Property, that Purchaser has determined the current condition of the Property to be acceptable, and that this Agreement does not contain a feasibility contingency.

5. Title Matters. Purchaser acknowledges that it has received a copy of the Commitment for Title Insurance from Chicago Title Insurance Company, issued March 20, 2007, under Order No. 1232493 (the "Preliminary Report") and represents that the same contains no objectionable matters.

Notwithstanding the foregoing, if the Title Company issues any supplement ("Supplement") to the Preliminary Report during the term of this Agreement, Purchaser shall have ten (10) business days following delivery of such Supplement to Purchaser to deliver an Objection Notice to Seller identifying any exceptions contained therein and not disclosed in the Preliminary Report, or any prior Supplement thereto to which Purchaser objects. Seller shall have three (3) business days after receipt of such Objection Notice to give Purchaser a Seller's Title Notice specifying which Objectionable Matters identified in the Objection Notice Seller shall cause to be removed from title on or before the Closing Date. If Seller shall fail to timely provide a Seller's Title Notice, Seller shall be deemed to have declined to remove all such Objectionable Matters. If Seller does not elect to remove all Objectionable Matters, Purchaser shall have five (5) business days from the date of Seller's Title Notice to elect by a Purchaser's Title Notice to proceed with the purchase (in which event all Objectionable Matters that Seller has not agreed to remove shall be deemed Permitted



Exceptions) or to terminate this Agreement and obtain a refund of the Earnest Money if Purchaser determines in good faith that such exception, makes it commercially unfeasible to develop the Property as planned. If Purchaser shall fail to timely provide a Purchaser's Title Notice, Purchaser shall be deemed to have elected to proceed with the purchase.

6. License. Seller grants to Purchaser and its agents (including prospective investors and lenders), a license to enter the Property during the term of this Agreement upon three (3) days' prior written notice to Seller, who shall arrange such access as Purchaser shall reasonably require, for the purpose of reviewing and investigating the Property in connection with Purchaser's proposed development thereof. The time, place and manner of investigation shall be fully described to Seller prior to entry and no investigation, inspection, analysis, study or survey shall be made that Seller has not approved in advance. Notwithstanding the foregoing, any invasive or destructive testing shall be conducted at an agreed time, and in a manner intended to minimize disruption to Seller and may require proof of insurance adequate to the risk of damage to persons or loss to the Property or any adjacent property owned by Seller. Seller shall not unreasonably withhold approval and shall endeavor to make access to the Property available for inspections. In the event that this Agreement terminates without Closing, Purchaser covenants and agrees to repair any damage to the Property occasioned by Purchaser's entry upon the Property or the conduct of any inspection, study or survey by or for Purchaser. Such repair shall be to the condition in which the Property existed immediately prior to Purchaser's initial entry upon the Property pursuant to the license granted herein. Purchaser shall indemnify and hold harmless Seller for any costs, loss or damage whatsoever incurred as a result of Purchaser's entry upon the Property and conduct of the inspection, study or survey (provided that Purchaser shall have no liability for the mere discovery of pre-existing conditions). The provisions of this Section 6 shall survive the Closing or termination of this Agreement.

7. Purchaser's Conditions to Closing. The following conditions are precedent to Purchaser's obligation to acquire the Property and to deliver the Purchase Price ("Purchaser's Closing Conditions"). If any of Purchaser's Closing Conditions are not satisfied as of the Closing Date as determined by Purchaser in Purchaser's reasonable discretion, Purchaser may elect by written notice to Seller to terminate the Agreement hereunder. Upon such termination, neither party shall have any further obligations hereunder except as provided in Sections 6 and 11.

(a) This Agreement shall not have terminated pursuant to any other provision hereof, including, without limitation, Section 5, above.

(b) There shall be no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened, which was not known to Purchaser prior to the end of the Feasibility Period, and which after Closing would materially adversely affect the value of the Property or the ability of Purchaser to construct and operate Purchaser's project.



(c) Title Company shall be irrevocably and unconditionally committed to issue to Purchaser the Title Policy as described in Section 3, above (subject only to payment of its premiums therefor).

(d) All of Seller's representations and warranties contained herein shall be true and correct in all material respects.

(e) Seller shall be in compliance with the provisions of the Civic Square Agreement.

(f) Seller shall have performed all of its covenants hereunder.

8. Seller's Conditions to Closing. The following conditions are precedent to Seller's obligation to sell the Property and to deliver the Deed ("Seller's Closing Conditions"). If any of Seller's Closing Conditions are not satisfied as of the Closing Date as determined by Seller in Seller's reasonable discretion, Seller may elect by written notice to Purchaser to terminate the Agreement. Upon such termination, neither party shall have any further obligations hereunder except as provided in Sections 6 and 11.

(a) Each of the conditions to Closing under the Civic Square Agreement have been satisfied or waived by Seller.

(b) Purchaser shall be in compliance with the provisions of the Civic Square Agreement.

(c) Purchaser shall have performed all of its covenants hereunder

(d) All of Purchaser's representations and warranties contained herein shall be true and correct in all material respects.

9. Seller's Representations and Warranties. Seller hereby represents and warrants to Purchaser as follows:

(a) Seller is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Washington and has the power to own its property and assets.

(b) Seller is aware of no condition on or affecting the title to the Property, including but not limited to any material defect or material adverse fact relating to the Property, which will not be reflected as a matter of record title.

(c) This Agreement does not, and as of the Closing shall not, violate any provision of any agreement, law, City or other public process, or judicial order to which Seller is a party or to which Seller or the Property is subject.



(d) At Closing, Seller shall deliver to Purchaser a certificate certifying that each of Seller's representations and warranties contained in this Section 9 are true and correct as of the Closing Date in a form reasonably acceptable to Purchaser.

10. Purchaser's Representations and Warranties. Purchaser hereby represents and warrants to Seller as follows:

(a) Purchaser is a duly organized and validly existing limited liability company in good standing under the laws of the State of Washington; this Agreement and all documents executed by Purchaser which are to be delivered to Seller at Closing or at the time of Closing will be duly authorized, executed and delivered by Purchaser, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Purchaser is subject.

(b) The individual(s) executing this Agreement and the instruments and documents that are to be executed by the Purchaser and are referenced herein on behalf of the Purchaser has/have the legal power, right and actual authority to bind the Purchaser to the terms and conditions thereof.

(c) At Closing, Purchaser will have sufficient funds to Close and assets to perform all its obligations under this Agreement and all Exhibits hereto.

(d) Purchaser has not, and as of the Closing Purchaser shall not have (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Purchaser's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Purchaser's assets, which remains pending as of such time, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets, which remains pending as of such time, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

(e) Purchaser acknowledges and agrees that the Property is being sold AS IS, WHERE IS, and that Seller makes no warranties or representations concerning the condition of the Property, except as specifically set forth in this Agreement, or its suitability for Purchaser's purposes.

(f) At Closing, Purchaser shall deliver to Seller a certificate certifying that each of Purchaser's representations and warranties contained in this Section 10 are true and correct as of the Closing Date in a form reasonably acceptable to Seller.

11. Default. If either party to this Agreement shall fail or refuse to perform or satisfy a material obligation under this Agreement and such failure or refusal continues for a period of fifteen (15) days after written notice from the other party of such failure or refusal, and if the other party has performed all of its obligations hereunder then capable of being performed, then the party who has failed or refused to perform shall be in default and the non-defaulting party may elect from the following remedies:

(a) Seller in Default. In the event that Seller is in default, Purchaser may recover from Seller the Earnest Money together with accrued interest thereon and all of Purchaser's due diligence, pursuit, permitting and legal costs and expenses and, by written notice to Seller, abandon this transaction. In the alternative, Purchaser may seek specific performance of this Agreement.

(b) Purchaser in Default. In the event that Purchaser fails to close this transaction without legal excuse, Seller shall have the right to retain the Earnest Money as Seller's sole and exclusive remedy. In addition, Seller shall be entitled to an assignment from Purchaser of the plans, specifications and work product associated with the design of the Civic Square (at no cost to Seller, but otherwise without warranty from Purchaser). The foregoing limitation on remedies shall not apply to Purchaser's indemnification obligations under this Agreement.

12. Closing and Escrow.

(a) Upon mutual execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with Title Company and this Agreement shall serve as instructions to Title Company for consummation of the purchase and sale contemplated hereby. Seller and Purchaser agree to execute such additional escrow instructions as may be appropriate to enable the Title Company to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions (other than joint escrow instructions), the terms of this Agreement shall control.

(b) The parties shall conduct an escrow Closing pursuant to this Section 12 on either (i) the date that is thirty (30) days after each of the conditions to Closing set forth in the Civic Square Agreement have been satisfied or waived (provided the other conditions precedent to Closing set forth in this Agreement have been met or waived by the party for whose benefit the conditions exists), or (ii) on such other earlier date as designated by Purchaser upon ten (10) days prior written notice to Seller (the "Closing Date"). In the event the Closing does not occur on or before the Closing Date, the Title Company shall, unless it is notified by both parties to the contrary within five (5) days after the Closing Date, return to the depositor thereof any non-monetary items which were deposited hereunder. Any such return shall not, however, relieve either party of any liability it may have for its wrongful failure to close.

(c) At or before Closing, Seller shall deliver to Title Company (for delivery to Purchaser upon Closing) the following:

(i) a duly executed and acknowledged bargain and sale deed in the form attached hereto as **Exhibit D** (the "Deed");

(ii) such ordinances, authorizations, or other documents relating to Seller as Title Company shall require;



(iii) the certificate certifying as to Seller's representations and warranties as Section 9, above, requires;

(iv) any other customary and/or reasonable closing documents that Title Company or Purchaser reasonably request.

(d) At or before the Closing, Purchaser shall deliver to Title Company (for delivery to Seller upon Closing), the following:

(i) such resolutions, authorizations, and/or other documents or agreements relating to Purchaser as Title Company shall require;

(ii) the certificate certifying as to Purchaser's representations and warranties as Section 10, above, requires;

(iii) the cash portion of the purchase price described in Subsection 2 (a), together with a fully executed promissory note in the form attached hereto as **Exhibit C**; and

(iv) any other customary and/or reasonable closing documents that Title Company or Seller request.

(e) Seller and Purchaser shall each deposit such other instruments as Title Company reasonably requires or are otherwise required to close the escrow and consummate the acquisition of the Property in accordance with the terms hereof. Seller and Purchaser hereby designate Title Company as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the Internal Revenue Code and the regulations promulgated thereunder and agree to execute such documentation as is reasonably necessary to effectuate such designation.

(f) The following are to be apportioned as of the Closing Date as follows, with Purchaser being deemed to be the owner of the Property during the entire day on which the Deed is recorded, and being obligated to pay all expenses of the Property, with respect to such day:

(i) Apportionments; Closing Costs. Seller shall pay all transfer taxes with respect to the Property, the premium for the Title Policy to the extent of the premium that would have been charged for a standard coverage policy, and one-half (1/2) of the escrow fee. Purchaser shall pay any recording fees, one-half (1/2) of the escrow fee and the additional premium for an extended coverage Title Policy and such other endorsements as Purchaser requests. All other costs and charges of the escrow for the sale not otherwise provided for in this Subsection 12(f)(i) or elsewhere in this Agreement shall be allocated in accordance with the applicable closing customs for the county in which the Property is located, as determined by the Title Company.

(ii) Real Estate Taxes and Special Assessments. Purchaser shall be liable for all real estate taxes and assessments accruing after the Closing Date. Purchaser and Seller acknowledge that the Property is currently exempt from taxes.





Fleets and Facilities Department  
700 5<sup>th</sup> Avenue, 52<sup>nd</sup> Floor  
PO Box 94689  
Seattle, WA 98124-4689  
Attn: \_\_\_\_\_

IF TO PURCHASER:

Triad Civic Center LLC  
c/o Triad Development, Inc.  
Pier 70  
2801 Alaskan Way, Suite 107  
Seattle, WA 98121-1135  
Attn: Frederick W. Grimm

With a Copy to:

Foster Pepper PLLC  
1111 Third Avenue, Suite 3400  
Seattle, WA 98101  
Attn: Michael D. Kuntz

or such other address as either party may from time to time specify in writing to the other.

17. Brokers; Indemnification. Purchaser and Seller each warrant and represent that they will each be solely responsible for any and all commissions due their respective real estate broker or similar intermediary in connection with the purchase of the Property, and each shall hold harmless, indemnify and defend the other from and against any claim based on any alleged fact inconsistent with such party's warranty and representation contained in this Section 17. The parties acknowledge that Staubach Company has represented Seller in this transaction and is to be compensated pursuant to a separate agreement between Seller and Staubach Company. This indemnification obligation shall survive the Closing and the termination of this Agreement.

18. Successors and Assigns. Purchaser shall not assign or transfer its rights under this Agreement without Seller's prior written consent, which consent shall not be unreasonably conditioned, withheld or delayed. Notwithstanding the foregoing, Purchaser may assign this Agreement upon notice to Seller (but without the consent of Seller) to an entity or entities in which Purchaser or the principals of Purchaser have an interest and only if (a) the Civic Square Agreement is simultaneously assigned to the same assignee consistent with the terms of the Civic Square Agreement, and (b) the guarantors under the Civic Square Agreement ratify and confirm such guarantees notwithstanding such assignment. Seller acknowledges that Purchaser expects to transfer this Agreement prior to Closing to one or more newly formed entities in connection with the debt and equity financing for Purchaser's proposed development, and in order to seek benefits associated with new market tax credits under Section 2(b) above. In the event that Purchaser shall assign its rights and obligations hereunder Purchaser, the assignor shall be released from any obligation or liability hereunder, and such assignee shall be substituted as Purchaser hereunder and shall be entitled to the benefit of and may enforce Seller's covenants, representations and warranties



hereunder as if such assignee were the original Purchaser hereunder, and shall assume all obligations and liabilities of Purchaser hereunder, subject to any limitations of such liabilities and obligations hereunder or provided by law. This Agreement shall be binding upon the successors and assigns of the parties hereto.

19. Amendments. Unless otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by Seller and Purchaser.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

21. Merger of Prior Agreements. This Agreement and the exhibits hereto, constitutes the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the subject matter hereof, other than the Civic Square Agreement (and any exhibits thereto) which for all purposes shall be an independent agreement as between Seller and Purchaser.

22. Time of the Essence. Time is of the essence of this Agreement.

23. Severability. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

24. Counterparts and Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one agreement. This Agreement may be executed pursuant to original or facsimile copies of signatures, with the same effect as if the parties had signed the document pursuant to original signature.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER: The City of Seattle,  
a Washington municipal corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

PURCHASER: Triad Civic Center LLC,  
a Washington limited liability company

By: \_\_\_\_\_  
Frederick W. Grimm  
Its: Manager



**LIST OF EXHIBITS**

- EXHIBIT A Depiction of Civic Square Parcel ***Not yet complete***
- EXHIBIT B Civic Square Agreement ***Not yet complete***
- EXHIBIT C Form of Promissory Note ***Not yet complete***
- EXHIBIT D Form of Bargain and Sale Deed ***Not yet complete***



**Exhibit C**

**Civic Square Agreement Outline**

1. Parties

- a) Developer/Transferee - Triad Civic Center LLC ("Triad").
  - i) Assignment rights.
    - (1) Conditions for assignment.
    - (2) Continuing obligations.
- b) Seller/Transferor - City of Seattle (the "City").
  - i) Assignment rights.
    - (1) Assignable by the City to a public development authority formed by the City to acquire the Civic Square and Retail Space.
    - (2) Continuing obligations.

2. Security for Performance

- a) Guarantors.
  - i) Individuals.
  - ii) Corporate or other entities.
- b) Other security.

3. Purposes of Agreement

- a) Convey property to Triad.
- b) Triad to construct an integrated project consisting of a Civic Square, Tower, Garage and Retail Space.
- c) Triad to design, construct and develop the Civic Square. Project open space inclusive of the Civic Square will cover at least 55% of the block. The Civic Square shall be substantially similar in design, structure, composition and scale as the concept contained in Triad's "Seattle Civic Square Summary" submitted to the City on December 1, 2006, and the Approved Program (defined below). Triad thereafter shall transfer the Civic Square to the City.



- d) Triad to design, construct and develop mixed-use Tower of between 650,000 square feet and 850,000 square feet of space on the remainder of the property containing commercial, office and residential uses.
- e) Triad to design, construct and develop one or more underground parking garages (collectively the "Garage").
- f) Triad to construct approximately 36,000 square feet of retail space for the City. The majority of the retail space will be in the Civic Square, and the remainder of the retail space will be located in the Tower.

4. Design and Development Process

- a) Initial Concept.
  - i) Conceptually consistent with "Seattle Civic Square Summary" submitted December 1, 2006.
  - ii) Approved Program.
    - (1) Narrative description of uses and functions.
    - (2) Triad to prepare initial draft.
    - (3) City to review and approve.
    - (4) Timing.
- b) Design Team.
  - i) Foster + Partners.
  - ii) GGLO.
  - iii) Atelier Dreiseitl.
  - iv) Contractor to be determined.
  - v) Other consultants
- c) Design of Project
  - i) Triad to prepare design consistent with initial concept.
  - ii) City has the right to review and approve updated designs and drawings for the Civic Square and the Retail Space:
    - (1) Upon completion of basic conceptual designs.

- (2) Prior to the date the MUP application and other discretionary permit applications are submitted by Triad (review of schematic designs).
- (3) Prior to the date the building permit application is submitted by Triad (design development plans).
- (4) Before construction documents are finalized for bid, upon which the construction contract is based (construction document plans).

iii) Elements of and standards for review and approval.

- (1) City will do independent cost estimating as part of its review.

iv) Time for review.

v) Reconciliation and revision process.

vi) Dispute resolution process.

vii) City review rights with respect to other Project elements (Tower, Garage, Metro tunnel, etc.).

- (1) Overall Project integration.

- (2) Civic Square/Tower interface.

viii) Incorporation of LEED/sustainability concepts into Project.

ix) Public art in Project.

d) Termination During Design Process.

e) Insurance requirements for designer.

5. Obligation to Construct Civic Square and associated Retail Space

a) Triad to construct.

b) City approval rights of contractor.

c) Standards for construction.

d) Budget.

e) Schedule.

f) City's rights to inspect, cure/complete.

g) Changes.

- i) Triad-initiated changes.
  - ii) City-initiated changes.
  - iii) Allocation of cost.
  - h) Insurance/bonding requirements for contractor.
  - i) Prevailing wages.
  - j) Opportunities for use of historically underutilized businesses.
  - k) Apprenticeship.
6. Conveyances
- a) Triad Property.
    - i) Legal description.
    - ii) Encumbrances and retained rights.
  - b) City Property – Civic Square.
    - i) Legal description.
    - ii) Encumbrances and retained rights.
    - iii) Property interest received. Options include:
      - (1) Fee simple airspace parcel.
      - (2) Condominium.
    - iv) Covenants/restrictions/easements:

- (1) to ensure that there is no construction above the Civic Space airspace parcel.
  - (2) for support through the structure of the Garage.
  - (3) for utility systems to the extent they run through the Garage structure or the Tower.
  - (4) for other subterranean features, such as elevator shafts, mechanical/electrical equipment, water features, storage areas, loading zones, etc.
  - (5) for ingress and egress, including around the Tower and through the breezeway under the Tower (with use restrictions and time-of-day restrictions on access rights around/through the Tower).
  - (6) Reciprocal easements may also be needed for the benefit of the Garage and the Tower across and through the Civic Square for ingress, egress, common utilities etc.
- c) Retail Space.
- i) Identification.
  - ii) Allocation of Tower retail space between City and Triad.
  - iii) Method of transfer and property interest received from Triad. Options include:
    - (1) Fee simple (for Retail Space in Civic Square).
    - (2) 99 year lease.
    - (3) Condominium.
    - (4) Guaranteed income stream in lieu of property interest.

7. Conditions for Transfer

- a) Conditions for closing transfer of property to Triad.
  - i) Issuance of required permits.
  - ii) City approval of design pursuant to process set forth above.
  - iii) Construction contract.
  - iv) Project financing obtained.
  - v) Guarantees.
- b) Conditions for closing transfer of property to City.



- i) Completion of Construction.
  - (1) Definition of completion.
  - (2) Provision for correction of defects.
- ii) Allocation of costs.
- iii) Timing of transfer of various property interests.

8. Operation

- a) Tower.
  - i) Uses.
  - ii) Maintenance.
  - iii) Public access to Civic Square.
- b) Retail Space.
  - i) Uses.
  - ii) Revenue.
  - iii) Maintenance.
- c) Civic Square.
  - i) Uses.
  - ii) Maintenance.
    - (1) Regular.
    - (2) Capital.
  - iii) Hours of operation.
  - iv) Management.
  - v) Programming.
- d) Enforcement Rights.



**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>DOF Analyst/Phone:</b>
Legislative	Ben Noble, 4-8160	

**Legislation Title:**

A RESOLUTION requesting that the Director of the Fleets and Facilities Department negotiate a Purchase and Sale Agreement, and Civic Square Agreement with Triad Civic Center LLC for the sale of the former Public Safety Building block and the development of a civic square on a portion of that site, consistent with the Civic Center Master Plan and with redevelopment objectives outlined in the City's September, 2006 Request for Proposals.

• **Summary of the Legislation:**

This Resolution requests the Director of the Fleets and Facilities Department to complete negotiations on a Purchase and Sale Agreement and a Civic Square Agreement with Triad Civic Square LLC ("Triad") for the redevelopment of the former Public Safety Building block (the "Site"). The Resolution also endorses the program principles encompassed in Triad's conceptual design for the Civic Square and associated retail spaces on the Site, and supports the inclusion of these principles in the Civic Square's schematic design.

• **Background:**

In May 2005, Resolution 30769 stated the City's preferred approach to completion of the Civic Center Master Plan and the redevelopment of the Public Safety Building block and directed that, through a public process, proposals be solicited for redevelopment of the Site.

A Request for Concepts for redevelopment of the Site was published and distributed in April, 2006 and three of the development teams responding to the Request for Concepts were invited to respond to a Request for Proposals issued in September, 2006. One of the finalists, Wright Runstad, withdrew from the process; proposals were submitted by Triad Development and OPUS. In January 2007, Triad Civic Center LLC ("Triad") was selected as the preferred developer for redevelopment of the Site. In February, 2007, the City and Triad signed a Letter of Intent demonstrating the City's intent to proceed with the sale of the Site to Triad and Triad's commitment to develop a portion of the Site as a public plaza (the "Civic Square").

Since the execution of the Letter of Intent, the City has been working with Triad to outline and negotiate the terms of the multiple agreements that will be necessary to implement this redevelopment project. Concurrently, Triad and their design team (GGLO, Foster + Partners



and Atelier Dreiseitl) have been doing further design work based upon the concepts presented in Triad's proposal. The proposed Resolution would confirm the design principles and objectives and general terms of the agreement, supporting the redevelopment project's continued progress toward implementation.

- *Please check one of the following:*

**X This legislation does not have any financial implications**

Subsequent legislation will be required to authorize execution of the finalized purchase and sale agreement, a development agreement and other related documents. While this resolution does not have financial implications, it does confirm the City's intent to continue to negotiate a transaction and redevelopment plan based upon the proposal submitted by Triad and the documents incorporated into the resolution.

The underlying structure of the proposed transaction and redevelopment is that the City will convey the full development rights for the Site in exchange for the Civic Square, a public plaza to be developed consistent with the design principles and other agreements articulated in the Resolution's attachments. The transaction and redevelopment agreements will also provide for an ongoing fund source for programming, operation and management of the Civic Square via dedicated revenues from the associated retail spaces.

As required under City policy, a "CLEAN" hearing will be scheduled at least 30 days in advance of Council action on legislation to approve the Purchase and Sale Agreement and the Civic Square Agreement that are anticipated by this resolution.



**EXHIBIT A**

**SEATTLE CIVIC SQUARE  
CONCEPT DESIGN NARRATIVE  
FOSTER+PARTNERS - GGLO - ATELIER DREISEITL**

**1. GENERAL PRINCIPLES**

**a) The Plaza as an 'Urban Landscape Sculpture'**

The Civic Square plaza, with its unique open space form, should capture the attention of people at an emotional level. The plaza's layout should preserve and encourage access, maintain visual sight lines, and connect the surrounding neighborhoods.

The open space layout is planned as an urban landscape sculpture providing simultaneously for varied functional needs of the civic space. Its parts are integrated to create the composition of the open space and together are seen as the "big gesture".

The backbone of the design and the Square's central art element will be its cascading water feature.

The plaza's features are designed to create an open space that is inherently flexible and able to accommodate a variety of uses.

**b) Historic Context**

To help set the plaza in the context of the city, pieces of Seattle's captivating past will be drawn out and told subtly through the design elements that form the plaza. There are many ways to express this history; to maintain a cohesive design, it is important that they complement the overall design of the square.

**c) Cultural Context**

The Civic Square will be a place where the many cultures found in Seattle can be expressed during events and activities. To make this happen, the elements of the plaza, which will be venues of civic expression, must complement the programming of the Square. The relationship between the amphitheater seating area and the People's Pavilion, for example, will create an exciting potential for the cultural context of the Square to be expressed by the people themselves.

**d) Regional Context**

Incorporating a design connection to Seattle's regional landscape offers exciting possibilities for design as well as function. By consciously considering the geography, geology, and climate of this Northwest area, it will be possible to design a square that 'belongs' in its place, functions as a sustainable urban landscape, and performs for the people of Seattle over the long term.

In a way, the east to west sloping site is very similar to the surrounding region. In the big picture, the topography of Seattle's surrounding landscape goes from the high Cascade Mountains all the way to the sea,

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with the City in between. To convey a regional context, this transect will be expressed at a micro-scale within the Square, and water will be the primary medium used to do this. With three characteristic parts of the water features, each one of these basic landscapes will be communicated, where the Upper Cascade represents the mountain landscape, the Plaza Fountain located in the middle of the Square is the urban landscape, and the Lower Cascade is the Sound. Planted areas incorporating Washington native plantings where appropriate, and paved surfaces that feature some locally harvested stone will further this contextual connection.

**e) Sustainability**

Sustainability in the Square's open space will be practiced by reducing the use of potable water and collecting runoff during storm events through stormwater management, using local, environmentally friendly products for hardscape and softscape areas, and educating people using the plaza's visible and understandable sustainable design features. The retail pavilion and plaza will be designed to meet the City's sustainability requirements, with aspirations to exceed these standards. The plaza expectations of the mixed-use tower on the site are for a high-performance sustainable design with a Gold certification under the USGBC's LEED Core and Shell program, with aspirations for Platinum certification.

**f) Connection to Surrounding Neighborhood**

Critical to the pursuit of creating an active, vibrant Civic Square will be the establishment of visual and traffic connections for vehicles as well as pedestrians with the surrounding neighborhood. This 'wayfinding' concept will be in the form of circulation routes and open sightlines which smoothly guide people to and from the space.

Site analysis has indicated that pedestrian travel will be greatest at the corners of 4<sup>th</sup> Avenue and Cherry Street, and Third Avenue and James Street. Due to the location of the Metro station and the proximity to the downtown office core, they will serve as primary points of arrival and exit on the site. Also heavily traveled will be the intersection of 3<sup>rd</sup> Avenue and Cherry Street. Another important access point will be the intersection of 4<sup>th</sup> and James, extending the pedestrian route from City Hall to the Square, as well as the connection between the Square and the Transit Tunnel on 3<sup>rd</sup> and James.

The Square's composition is designed to compliment this hierarchy of circulation, as well create strong visual connections by maintaining important open view sheds. Pedestrians arriving at the site will be directed to the heart of the plaza along sculpted, sloping pathways, and cascading water features. Arriving to the Square at 3<sup>rd</sup> and James, for example, will be dramatically marked by an artistic water cascade, which will be visible and audible not only directly at the Square's edges but further into the surrounding city. In the other direction, key locations on the Square and atop the retail building will provide dramatic views to City Hall and even to the Sound in the distance. Options for circulating under weather protection will also be incorporated.

Barrier-free access will also be provided at certain locations to and from the Square, made possible through ramp and step surfaces designed to specific barrier free/universal access standards.

**g) Design Flexibility**

Flexibility of use is essential for any central urban plaza. The Civic Square will be designed to accommodate a variety of uses during different times of the day, as well as throughout the year, as the seasons change. At noon, the plaza may appear to be a traditional open space for city residents and visitors, but only hours later transformed into a venue for various events, activities and functions. The design of the open space elements will allow this change to happen.

The stepped levels of the Square, designed to be used as both walking and seating surfaces, help enable the sites overall flexibility. Steps with less rise and run clearly define primary paths of foot travel. Where seating is most important, facing the People's Pavilion, the steps are raised to a comfortable height for seating within this amphitheater-like portion of the Square. This combination will be found throughout the site, changing according to desired uses.

Within a large city, it is important to provide more intimate, human-scale spaces. Complimenting the Squares more open areas will be softscapes of planting and seating niches. Sitting within these spaces, bordered by plants, shaded by a canopy of trees, and enlivened by the sound of the nearby water cascade, the scale of the surrounding buildings will be temporarily softened.

**2. RETAIL**

A retail building will be constructed on the south edge of the plaza, along James Street. This building will incorporate space for multiple retail tenants of varying sizes and types, potentially including restaurants, cafes, bookshops, artisan market stalls, daycare, or a variety of other retail users. The building will be designed with areas for possible outdoor seating, and include a partial green roof. The exterior facades will be designed with transparency to help create a sense of connection with the plaza space. It will also incorporate a connection to the Metro station below 3<sup>rd</sup> Avenue, including escalators that bring people up to multiple levels, arriving into the plaza.

Retail tenant space will also be provided in the base of the mixed-use tower. Combined in both buildings, the retail space will provide approximately 36,000 gross square feet.

**3. HARDSCAPE**

**a) Steps**

The Square's step elements will play a very important role. The steep topography of the site requires an extensive network of different levels that function as both circulation paths and seating areas. To capitalize

on this significance, the overall composition of the steps and ramped surfaces will be designed as one unified art element.

2 main kinds of steps will be used in the Square.

1) **Walking steps**

Sized for foot traffic, these steps will be used in key locations, to allow smooth circulation through the Square. These will be sized in order to minimize the extensive use of handrails.

2) **Seating Steps**

Other steps will primarily be used as seating elements. Because foot travel will not be the primary use, making uniformity less important, the path of the seating steps will take on a more sculptural aesthetic, helping to create the overall landscape art characteristic of the plaza. This helps to accommodate the function of the amphitheatre.

Between the plaza's step structures, gently sloping ramps and platforms will allow for easy, relaxed movement through the square. Design standards for universal access are of key importance and will be incorporated into these surfaces.

**Material:**

The first alternative for hardscape material is seen to be stone which is native to the North West region. Preliminary investigation suggests that it may be difficult to acquire enough stone fitting this criterion to surface the entire square, in which case, it will be necessary to use stone sparingly as an accent paving surface for key locations, in combination with highly attractive concrete. Regardless of the outcome, the materials will be chosen based on their level of sustainability as well as their ability to compliment those that are found above at City Hall, in structure, color and texture.

**Stormwater Runnels:**

Incorporated at certain locations along the rear edge of the steps run will be integrated conveyance runnels, traversing the site's topography, taking stormwater from the Tower to the stormwater planters of the softscape area.

b) **Accessibility**

A harmonious connection is made from 4<sup>th</sup> Avenue with a slightly sloped ramp along the retail edge to the main plaza level. That ramp continues around the Peoples Pavilion to the platform on the staircase at 3<sup>rd</sup> Avenue. Level access is also present from the main plaza level to the restaurant level and the tower. Coming from 3<sup>rd</sup> Avenue and Cherry Street a concave shaped staircase acts as an inviting and welcoming plaza element. An escalator connects the corner plaza at Cherry Street and 3<sup>rd</sup> Avenue to the main plaza level. From this level at 3<sup>rd</sup> Avenue, an escalator connects to the light rail station.

c) **Glass Insets**

Glass may be incorporated into the paving surface of the plaza as an artistic feature. It may, for example, establish a connection between water features, with color and light, when the actual use of water is not appropriate. This is meant also to celebrate the importance of glass to the Puget Sound region.

d) **Boulders**

Natural boulders will be incorporated into the softscape and upper water cascade area of the plaza, acting as informal seating elements, along the running water or within the planted areas. These will be of a local stone material in order to strengthen the plaza's regional connection.

e) **Water Feature Surfaces**

These surfaces are seen as a continuation of the stepped levels and will be constructed of similar materials. Differences in form, texture, elevation will help to create the intended water environment.

f) **People's Pavilion**

The People's Pavilion is located along the ramp sloping down along the retail edge. The People's Pavilion is envisioned as an enclosed stage area and as a potential central focus of the plaza. It will be supported by infrastructure for staging, lighting, and audio systems. Open to the escalators leading up from the Metro station, the People's Pavilion will also serve a distinct point of arrival, leading people into the heart of the plaza.

The People's Pavilion will exhibit the environmental impact and performance of the site's architectural and open space elements, and make sustainability visible and understandable. More than education, it will show 'real-time' how the Square lives.

#### 4. **WATERSCAPE**

Seen in its entirety, the water feature extends from City Hall to the plaza and flows down the site's topography, providing different experiences for the people along the way.

Integrated into the stepped structure of the plaza, the water features are seen to be its central art piece. Much more than just a water feature, they are a uniquely shaped urban landscape sculpture. They will offer various opportunities for physical and mental interaction with water, and strengthen the overall structure of the plaza. They will also operate to the greatest extent possible, using collected and cleansed stormwater coming from the plaza and tower. It is also the figurative continuation of the flow of water through the Civic Center Master Plan area.

Due to the importance of flexibility for events, climate, and general daily/weekly/monthly change, each feature will be designed to work with the fluctuating life of the plaza. The central Plaza Fountain, for example, will occasionally be turned off in order to expand the plaza's area for events.

The waterscape of the Square will consist of 3 unique features. Each is subtly symbolic of the three regional landscape types found in and near Seattle, and will be designed to work with the adjoining architecture and plaza.

**a) Upper Cascade**

To help reduce the overpowering scale of the Tower and surrounding building, and create a 'human-scale' environment, the Upper Cascade provides with a rich water structure, accompanied by native plants and natural boulders, a space for relaxation, leisure and contemplation. A tranquil water sound helps to create an area that will be a preferred usable place for lunch times, to stay and hang out.

Beginning at one of the highest points on the site, near the intersection of 4<sup>th</sup> and James, the Upper Cascade represents the flow of water from the Cascade Mountains above. A more idyllically designed feature, with water moving peacefully over its approx. 100' stretch, with only approx. 5' of drop, rippling and tumbling down the stepped levels, it will compliment the contemplative, human scale atmosphere of the adjacent softscape area. Natural boulders and plant materials will help to create this intimate atmosphere.

The Upper Cascade will also partially incorporate the use of collected stormwater from the Tower. This water will flow from building to the stormwater planters of the adjacent softscape areas, first being detained and cleansed, before being released to the cascade.

**b) Plaza Fountain (Urban Water)**

The upper cascade will terminate as it flows into the Plaza Fountain, a large, shallow and inwardly sloping pool of water located on the eastern side of the central plaza. This feature is meant to reference water in the civic environment. Physical interaction between water and people will be the focus. In order to harmonize with the Square's 'urban' function, the Fountain will also at times be inactive, during events for example. For an open-air concert being performed in the People's Pavilion, the Plaza Fountain will quickly change from water feature to seating and standing room for people in attendance.

Because the Fountain is integrated into the overall Square scheme, its surface materials will in principle be the same. Stone and/or concrete will form its base. Integrated water flow elements, paving textures, lighting, and sound will help delicately delineate the fountain from the rest of the plaza. When turned off, some of the water will vanish into drainage inlets constructed within the seating steps bordering the fountain on the eastern side.

**c) Lower Cascade**

The Lower Cascade is the expression of water as it moves from city to sea. Less interactive in comparison to the other features, it will be designed to display the majesty of water as it finally falls to the Sound. This fall will dramatically unfold down the cascade's approximately 13' of elevation drop over a length of approx. 65', and serve as an iconic element for this busy pedestrian intersection that will be the main ac-

cess point for the Square. People coming and going from 3<sup>rd</sup> Avenue and the Metro Transit Tunnel will first hear the Cascade, and then be pulled into the Square as they gaze upward to its origin at the plaza main level.

Because the cascade is located very near to the Tower, its design language is meant to take on a more architectural quality. In contrast to the fluid forms of the Upper Cascade and Plaza fountain, the Lower Cascade becomes more rigid in its descending stepped levels.

The same materials used to form the adjacent walking and seating steps will be extended into the Cascade, although they will certainly be adapted to create the desired waterscape. In appropriate locations, platforms within the cascade will allow people to enter this exciting, powerful water environment.

## 5. SOFTSCAPE

Softscape areas, consisting of groupings of plant material, trees, and seating niches, will offer human scale spaces within the very urban atmosphere of the square. Below the skyscrapers of downtown Seattle, they will help establish the civic, people oriented atmosphere of the square.

### a) Seating

With the softscape area of the square oriented to the evening sun, this is a perfect place to offer chances for seating and relaxation. Between beds of Washington native trees and plants will be wooden benches along the curved levels of the plaza and provide the opportunity to gather and enjoy this pleasant atmosphere.

### b) Planting

The planting of the softscape areas serves multiple purposes. As a design element, they enhance the human scale quality of the softscape area by helping to interrupt the urbanity of the surrounding city. They also serve an important ecological function. As stormwater planters, they are biological filters for stormwater that will be conveyed from the Tower to the plaza water features. A special soil substrate breaks down nutrients and pollutants being carried by the stormwater before it enters the plaza water feature system.

Plant material that supports the sustainability features will be incorporated with an emphasis on plants native to the Pacific Northwest area. This will be an important part of the plaza's contextual connection with the regional landscape, and ensure that plant material, with proper maintenance, will perform successfully.

## 6. SUSTAINABLE STORMWATER MANAGEMENT

The goal is to provide a compact "zero-outflow" storm water system. It consists of a well balanced capturing and use of stormwater and a delayed overflow to the storm sewer in the case of heavy storm events.

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**a) Concept and Approach**

The surface stormwater management systems for the Square works like a natural water system, as if in nature but in an urban fabric. The benefit for the urban area is the significant reduction of runoff from the site and the cut of runoff peak flows. The site is itself a rain collection surface, with a mixture of hard surfaces, planted areas and water surfaces. Due to the extreme rainfall distribution differences between summer and winter, it is possible to imagine that the water feature may have varying levels to reflect this difference. Stormwater run-off could be potentially captured from the pathways, plazas and streets to supply this extra need of created water features and even support toilet flushing, irrigation and climatization.

**b) Stormwater System**

The system consists of a network of collection and conveyance elements where rainwater is intercepted, appropriately guided and temporarily detained in surface or underground storage systems. It is further distributed for recharging of watercourses and cascades and for irrigation in green areas. An important goal could be realized, to distribute the rainwater as much as possible on the surfaces of green roofs and green areas to reach a high cooling effect. Cleansing biotopes continually clean the water to contribute to a healthy water system. Potential use of rainwater for toilet flushing reduces the amount of drinking water needed for non-potable uses.

**c) Tools of the Stormwater System**

- Retention on Green Roofs/ Roof Gardens
- Retention in a cistern with rainwater use for irrigation, refilling of the open space water features and use for toilet flushing
- Detention in open swales and cistern with fluctuating water level by delayed outflow (pumping) to the Storm Sewer
- Controlled Overflow to the Storm Sewer
- Cleansing in vegetated biotopes for the water circulation of water feature with high evaporation and cooling effect

**7. INFRASTRUCTURE**

Infrastructure within the open space; including power hook-ups, lighting, public wireless/WiMax/Bluetooth connectivity, audio/visual connections, and tent or awning anchoring, will accommodate the staging of a variety of events anticipated for the Square. This system will make possible a variety of scales of civic activity, during daytime and nighttime hours, from individual use of the space for surfing the internet, to small scale weekly markets, as well as larger public performances in the People's Pavilion.

In order to efficiently provision and stage events on the Square, an ingress and egress point for vehicles and equipment will be needed. This is expected to occur using the wide ramp descending from the intersection of 4<sup>th</sup> Avenue and James to the main plaza level. Additional reinforcement of this ramp will be necessary to avoid hazard and damage during event staging.

Provision will also be made in the design for accommodating storage of equipment used for events, including lighting and A/V equipment, special coverings and stage materials, and other typical equipment. Access to secured public toilets will be provided for event hours.

## **8. SECURITY**

For the Civic Square to succeed in becoming an attractive living environment for downtown residents, as well as a popular destination during daytime and nighttime hours, the integration of other specific elements and design methods, in addition to a system of surveillance camera's, will help create a secure and inviting environment.

Keeping sightlines in the Square open and avoiding hidden locations where activity within would be concealed are primary aims of the design. In addition, an extensive system of overhead and at grade lighting elements will add to the Square's security.

These elements will help realize the critical goal of maintaining activity in the Square into evening and night time hours.

July 25, 2007



STATE OF WASHINGTON - KING COUNTY

--SS.

214891  
CITY OF SEATTLE, CLERKS OFFICE

No.

Affidavit of Publication

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 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

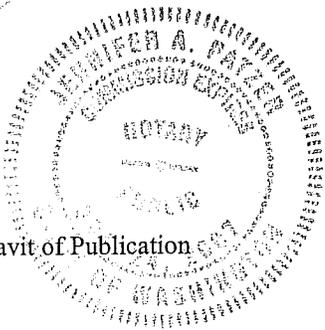
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:31004-31009 TITLE ONLY

was published on

08/27/07

The amount of the fee charged for the foregoing publication is the sum of \$ 76.73, which amount has been paid in full.



Affidavit of Publication

*[Signature]*  
Subscribed and sworn to before me on  
08/27/07 *[Signature]*  
Notary public for the State of Washington,  
residing in Seattle

State of Washington, King County

**City of Seattle**

**TITLE-ONLY PUBLICATION**

The full text of the following resolutions, passed by the City Council on August 13, 2007, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

**RESOLUTION NO. 31009**

A RESOLUTION concerning officer accountability in the Seattle Police Department; endorsing an expert review of the City's system of police accountability as part of a comprehensive assessment of that system; and expressing strong support for the men and women of the Seattle Police Department and confidence in the Chief of Police.

**RESOLUTION NO. 31008**

A RESOLUTION relating to indigent public defense services.

**RESOLUTION NO. 31006**

A RESOLUTION relating to the City Light Department; documenting compliance with certain requirements under the Public Utility Regulatory Policies Act of 1978, as amended by the Energy Policy Act of 2005.

**RESOLUTION NO. 31007**

A RESOLUTION requesting that the Director of the Fleets and Facilities Department negotiate a Purchase and Sale Agreement, and Civic Square Agreement with Triad Civic Center LLC for the sale of the former Public Safety Building block and the development of a civic square on a portion of that site, consistent with the Civic Center Master Plan and with redevelopment objectives outlined in the City's September, 2006 Request for Proposals.

**RESOLUTION NO. 31005**

A RESOLUTION requesting the Executive to develop a nightlife enforcement plan consistent with City Council priorities and provide funding for staffing as part of the proposed 2008 City of Seattle Budget.

**RESOLUTION NO. 31004**

A RESOLUTION requesting that the Executive pursue complementary measures to maintain a vibrant and secure nightlife for the City of Seattle.

Publication ordered by JUDITH PIPPIN,  
City Clerk

Date of publication in the Seattle Daily  
Journal of Commerce, August 27, 2007.

8/27(214891)