

**CITY OF SEATTLE**

**ORDINANCE** \_\_\_\_\_  
**COUNCIL BILL** 117599

1  
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3  
4 AN ORDINANCE vacating a portion of Westlake Avenue between Pine Street and 4<sup>th</sup>  
5 Avenue, on the petition of the Seattle Department of Parks and Recreation;  
6 accepting quit claim deeds from abutting property owners for their property  
7 interests in the portion of Westlake Avenue being vacated; authorizing egress  
8 easement agreements with abutting property owners; approving agreements  
9 between the Department of Parks and Recreation and Seattle Public Utilities and  
10 between the Department of Parks and Recreation and Seattle City Light  
11 concerning utility infrastructure, as reflected in Clerk File 311670; designating the  
12 vacated portion of Westlake Avenue as an addition to Westlake Park and placing  
13 it under the jurisdiction of the Department of Parks and Recreation; and ratifying  
14 and confirming certain prior acts.

15  
16 WHEREAS, the City of Seattle, Department of Parks and Recreation (“Parks”) filed a  
17 petition to vacate a portion of Westlake Avenue between Pine Street and 4<sup>th</sup>  
18 Avenue in downtown Seattle; and

19  
20 WHEREAS, following a February 28, 2012 public hearing on the petition, the Seattle  
21 City Council (“City Council”) conditionally granted the petition on March 5,  
22 2012; and

23  
24 WHEREAS, abutting property owners have executed quit claim deeds to their underlying  
25 property interests in the portion of Westlake Avenue to be vacated and those  
26 deeds have been recorded; and

27  
28 WHEREAS, Parks and abutting property owners have reached agreement on the terms of  
an egress easement across a strip of land in the portion of Westlake Avenue to be  
vacated that authorizes commercial vehicles to exit from the alley serving the  
abutting property owners to Pine Street; and

WHEREAS, Parks has entered into utility agreements with Seattle Public Utilities and  
Seattle City Light to protect access to utility infrastructure; and

WHEREAS, Parks will issue permits to the abutting property owners to authorize  
existing side sewers and the maintenance thereof; and

WHEREAS, Parks has now met all conditions imposed by the City Council in connection  
with the vacation petition; and



1 WHEREAS, Ordinance 121661 provides that City departments are exempt from the  
2 payment of vacation fees, therefore, no fee was required; and

3 WHEREAS, vacating the portion of Westlake Avenue for expansion of Westlake Park is  
4 in the best interest of the public; NOW, THEREFORE,

5 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

6 Section 1. A portion of Westlake Avenue between Pine Street and 4<sup>th</sup> Avenue  
7 described as follows:

8 The westerly 70 feet of Westlake Avenue as established by City of Seattle  
9 Condemnation Ordinance 7733, between the southerly margin of Pine Street and  
10 the easterly margin of 4<sup>th</sup> Avenue, all in Block 19, Addition to the Town of  
11 Seattle, as laid out by A.A. Denny (commonly known as A.A. Denny's 3<sup>rd</sup>  
12 Addition to the City of Seattle), as per plat recorded in Volume 1 of Plats, page  
13 33, Records of King County, Washington;

14 is hereby vacated; reserving to the City the right to make all necessary slopes for cuts  
15 or fills upon the above-described property in the reasonable original grading of any  
16 rights-of-way abutting upon said property after said vacation.

17 Section 2. The quit claim deed from Seaboard Building Owners Association, a  
18 Washington non-profit corporation, to The City of Seattle, recorded under King County  
19 recording number \_\_\_\_\_, and the quit claim deed from Fifth & Pine LLC,  
20 a Delaware limited liability company, to The City of Seattle, recorded under King County  
21 recording number \_\_\_\_\_, copies of which are attached hereto as Attachments 1  
22 and 2, are hereby accepted.

23 Section 3. The Egress Easement Agreement between Seaboard Building Owners  
24 Association, a Washington non-profit corporation, and The City of Seattle, recorded on  
25 \_\_\_\_\_ under King County recording number \_\_\_\_\_; the Egress  
26 Easement Agreement between Fifth & Pine LLC, a Delaware limited liability company,  
27 recorded on \_\_\_\_\_ under King County recording number \_\_\_\_\_; and  
28



1 the Egress Easement Agreement between Stellar Cascade LLC, a Washington limited  
2 liability company, and The City of Seattle, recorded on \_\_\_\_\_ under King County  
3 recording number \_\_\_\_\_ granting an egress easement across the following  
4 described property:

5 A strip of land, 16 feet wide lying 8 feet on either side of  
6 the following described line:

7 Beginning at a point on the northerly line of Block 19, A.A.  
8 Denny's 3<sup>rd</sup> Addition, as recorded in Volume 1 of Plats,  
9 page 33, said point being N 59° 18' 59" E and 102.01 feet  
distant from the northwesterly corner of said Block 19;

10 Thence S 30° 37' 05" E a distance of 80.01 feet to a point  
11 on the easterly line of the westerly 70 feet of Westlake  
12 Avenue as established by City of Seattle Ordinance 7733  
and the southerly terminus of this described centerline.

13 Said terminus point being S 6° 46' 05" E and 87.52 feet  
14 distant from the intersection of the northerly line of said  
15 Block 19 and the easterly line of the westerly 70 feet of  
16 Westlake Avenue. The margins of said easement to be  
extended or trimmed to the intersecting end lines.

17 are hereby authorized and approved. Copies of the Egress Easement Agreements are  
18 attached hereto as Attachments 3, 4, and 5.

19 Section 4. The Memorandum of Understanding between the Department of Parks  
20 and Recreation and Seattle Public Utilities, recorded June 11, 2012, under King County  
21 Recording Number 20120611000833, and the Memorandum of Understanding between  
22 the Department of Parks and Recreation and Seattle City Light, recorded June 11, 2012,  
23 under King County recording number 20120611000834, copies of which are attached  
24 hereto as Attachment 6 and 7, are hereby approved.



1           Section 5. The portion of Westlake Avenue vacated in Section 1 above is hereby  
2 designated as an addition to Westlake Park and placed under the jurisdiction of the  
3 Department of Parks and Recreation.

4           Section 6. Any act consistent with the authority of this ordinance taken prior to  
5 its effective date is ratified and confirmed.

6           Section 7. This ordinance shall take effect and be in force 30 days after its  
7 approval by the Mayor, but if not approved and returned by the Mayor within ten days  
8 after presentation, it shall take effect as provided by Seattle Municipal Code Section  
9 1.04.020.

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1 Passed by the City Council the \_\_\_\_ day of \_\_\_\_\_, 2012,  
2 and signed by me in open session in authentication of its passage this  
3 \_\_\_\_ day of \_\_\_\_\_, 2012.

4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 President \_\_\_\_\_ of the City Council

7  
8 Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2012.

9  
10 \_\_\_\_\_  
11 Michael McGinn, Mayor

12  
13 Filed by me this \_\_\_\_ day of \_\_\_\_\_, 2012.

14  
15 \_\_\_\_\_  
16 Monica Martinez Simmons, City Clerk

17 (Seal)

- 18  
19 Attachment 1: Quit Claim Deed from Seaboard Building Owners Association  
20 Attachment 2: Quit Claim Deed from Fifth & Pine LLC  
21 Attachment 3: Egress Easement Agreement with Seaboard Building Owners Association  
22 Attachment 4: Egress Easement Agreement with Fifth & Pine LLC  
23 Attachment 5: Egress Easement Agreement with Stellar Cascade LLC  
24 Attachment 6: Memorandum of Understanding between Department of Parks and  
25 Recreation and Seattle Public Utilities.



Beverly Barnett  
SDOT Westlake Avenue Street Vacation ORD  
August 30, 2012  
Version #3

1 Attachment 7: Memorandum of Understanding between Department of Parks and  
2 Recreation and Seattle City Light.

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ATTACHMENT 1 to SDOT Westlake Avenue Street Vacation ORD

Quit Claim Deed from

Seaboard Building Owners Association

to be inserted once executed and recorded.



ATTACHMENT 2 to SDOT Westlake Avenue Street Vacation ORD

Quit Claim Deed from  
Fifth & Pine LLC

to be inserted once executed and recorded.



ATTACHMENT 3 to SDOT Westlake Avenue Street Vacation ORD

Egress Easement Agreement with  
Seaboard Building Owners Association

to be inserted once executed and recorded.



ATTACHMENT 4 to SDOT Westlake Avenue Street Vacation ORD

Egress Easement Agreement with  
Fifth & Pine LLC

to be inserted once executed and recorded.



ATTACHMENT 5 to SDOT Westlake Avenue Street Vacation ORD

Egress Easement Agreement with  
Stellar Cascade LLC

to be inserted once executed and recorded.





**20120611000833**

SEATTLE PARKS MEMO 67.00  
PAGE-001 OF 006  
06/11/2012 11:59  
KING COUNTY, WA

**Return Address:**  
Seattle Public Utilities  
Field Operations and Maintenance Branch  
2700 Airport Way South  
Seattle, WA 98134

**WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)**

<b>Document Title(s)</b> (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in) 1 <b>Memorandum of Understanding</b> 2. _____ 3. _____ 4. _____
<b>Reference Number(s) of Documents assigned or released:</b> Additional reference #'s on page _____ of document
<b>Grantor(s)</b> Exactly as name(s) appear on document 1. <b>Seattle Department of Parks and Recreation,</b>  Additional names on page _____ of document.
<b>Grantee(s)</b> Exactly as name(s) appear on document 1. <b>Seattle Public Utilities</b>  Additional names on page _____ of document.
<b>Legal description</b> (abbreviated: i.e. lot, block, plat or section, township, range) portion of Block 19, A.A. Denny's 3rd Addition to the City of Seattle  Additional legal is on page <u>1</u> of document.
<b>Assessor's Property Tax Parcel/Account Number</b>
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

## MEMORANDUM OF UNDERSTANDING

For the Operation and Maintenance of Seattle Public Utilities Underground Drainage  
and Wastewater Facilities with Surface Maintenance Holes

This Memorandum of Understanding ("Agreement") is made and entered into this  
17<sup>th</sup> day of June, 2012, between the Seattle Department of Parks and  
Recreation ("PARKS") and Seattle Public Utilities ("SPU"), collectively the "Parties":

WHEREAS, PARKS petitioned the Seattle City Council to vacate a portion of Westlake  
Avenue adjacent to Westlake Park in downtown Seattle ("Vacation Area"), as  
more particularly described in Seattle City Clerk File No. 311670 as:

*The westerly 70 feet of Westlake Avenue as established by City of Seattle  
Condemnation Ordinance 7733, between the southerly margin of Pine Street and  
the easterly margin of 4th Avenue, all in Block 19, Addition to the Town of  
Seattle, as laid out by A.A. Denny (commonly known as A.A. Denny's 3rd Addition  
to the City of Seattle), as per plat recorded in Volume 1 of Plats, page 33,  
Records of King County, Washington;*

and

WHEREAS, SPU owns, operates and maintains underground drainage & wastewater  
facilities with surface maintenance holes within a portion of the Vacation Area;  
and

WHEREAS, the Seattle City Council's conditional grant of vacation of the Vacation Area is  
conditioned, in part, on protection of the continuing operation and maintenance  
of the SPU's underground drainage & wastewater facilities with surface  
maintenance holes within the Vacation Area; and

WHEREAS, SPU also owns, operates and maintains underground drainage and  
wastewater facilities in Westlake Park and has been doing so for many years  
without a written agreement with PARKS; and

WHEREAS, SPU and PARKS wish to enter into this Agreement to provide for SPU's access  
to and continuing operation and maintenance of its underground drainage and  
wastewater facilities and surface maintenance holes within Westlake Park and  
the Vacation Area, all of which is or will be under the jurisdiction of PARKS.

NOW, THEREFORE, in consideration of the terms, conditions and performances  
contained herein,

EFFECTIVE ON THE EFFECTIVE DATE OF THE ORDINANCE VACATING THE VACATION AREA, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **SPU Use.** PARKS authorizes SPU to operate and maintain its existing underground drainage and wastewater facilities and surface maintenance holes within Westlake Park and the Vacation Area (collectively referred to as the "Park"). The underground and surface facilities are depicted in Exhibit "A" attached hereto and incorporated herein by this reference ("Facilities"). "Operate and maintain" means the maintenance, installation, repair, alteration, improvement or reconstruction of the Facilities.
2. **Limitations on SPU Use.** The Park is heavily used by the public with many scheduled special events. Consequently, while SPU shall have pedestrian access to its surface maintenance holes for inspection purposes at all times so long as due care is taken to protect the public, for all other activities, except emergency repairs, SPU shall coordinate with and obtain written permission from PARKS prior to any use or occupancy of the Park, including access by vehicles or heavy equipment. Except in case of emergency, SPU shall notify PARKS in writing at least five (5) days in advance of any anticipated use or occupancy of the Park or access by vehicles or heavy equipment and shall specify the scope and duration of the use, occupancy or access. Written permission from PARKS means acknowledgement of SPU's desired use or occupancy or access by vehicles or heavy equipment and approval from PARKS in writing of scope of work, timing and duration.
3. **Limitations on PARKS Use.** PARKS agrees not to build or permit the building of any new structure within the Park without permission from SPU. Unless otherwise agreed by SPU, PARKS shall be responsible for all costs of removal, relocation and reinstallation of any new or existing structure that interferes with SPU's operation and maintenance (as defined in Section 1 above) of the Facilities.
4. **Notices.** All notices, requests for approval and approvals shall be given in writing and shall be delivered to the appropriate party at the addresses below:

Seattle Department of Parks and Recreation  
Manager, Property and Acquisition Services  
800 Maynard Avenue South; 4th Floor  
Seattle, WA 98134-1336  
Fax: 206-233-7038

Seattle Public Utilities  
Director, Field Operations and Maintenance Branch  
2700 Airport Way South  
Seattle, WA 98134  
Fax: 206-386-1911

5. **SPU Responsibility.** SPU shall be responsible at all times, at its sole cost and expense, for the safe operation and maintenance in good condition of the Facilities. Except as provided in Section 3 above, SPU is responsible for all damage to the Park or Park improvements, structures, furniture or vegetation caused by the Facilities or SPU or its employees or contractors in connection with access to or operation and maintenance of the Facilities, including, without limitation, the Park's surface. SPU agrees that its responsibility includes restoration of the Park surface by repair, replacement and repaving, as necessary, the Park's surface with individual sandstone pavers, matching the pattern and materials of the Park and adjacent Westlake Avenue.

6. **PARKS Responsibility.** PARKS shall be responsible at all times, at its sole cost and expense, for the repair of any and all damage to the Facilities caused by PARKS, its employees or contractors.

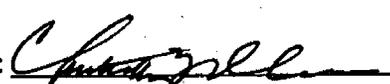
7. **Termination.** This Agreement shall continue and be in force until SPU permanently removes or decommissions its Facilities. At such time as SPU no longer requires the Facilities, SPU shall be responsible for removing, or decommissioning the Facilities at its sole cost and expense.

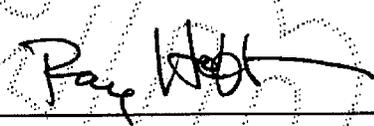
8. **Dispute Resolution.** The Parties agree that should any disagreement, disputes, damages or the need for further clarifications arise between the Parties in carrying out the Agreement, the Parties shall attempt to resolve the matter at the lowest possible administrative level. Only when necessary shall the dispute or matter be elevated to the respective Department Directors for resolution or approval. All amendments to and clarifications of this Agreement shall be in writing and signed by both Parties.

EXECUTED, this 23<sup>rd</sup> day of MAY, 2012.

SEATTLE DEPARTMENT OF  
PARKS AND RECREATION

SEATTLE PUBLIC UTILITIES

By: 

By: 

Printed Name: Christopher Williams

Printed Name: RAY HOFFMAN

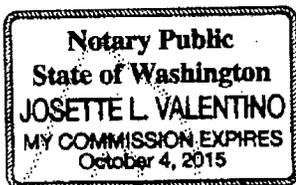
Title: Acting Supt.

Title: DIRECTOR

STATE OF WASHINGTON )  
 )SS  
COUNTY OF KING )

On this 4<sup>th</sup> day of June, 2012, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CHRISTOPHER WILLIAMS, to me known to be the Acting Superintendent of the Department of Parks and Recreation of the City of Seattle, the municipal corporation named in and which executed the foregoing document, and stated on oath that he/she was authorized to execute the foregoing document on behalf of said municipal corporation and signed the same as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

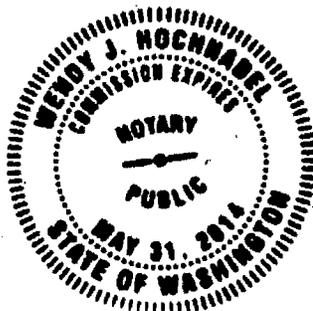


*Josette L. Valentino*  
*Josette Valentino*  
Notary Public in and for the  
State of Washington, residing  
at Seattle  
My appointment expires  
10/4/2015

STATE OF WASHINGTON )  
 )SS  
COUNTY OF KING )

On this 23 day of May, 2012, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RAY HOFFMAN, to me known to be the Director of Seattle Public Utilities, a department of the City of Seattle, the municipal corporation named in and which executed the foregoing document, and stated on oath that he/she was authorized to execute the foregoing document on behalf of said municipal corporation and signed the same as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned.

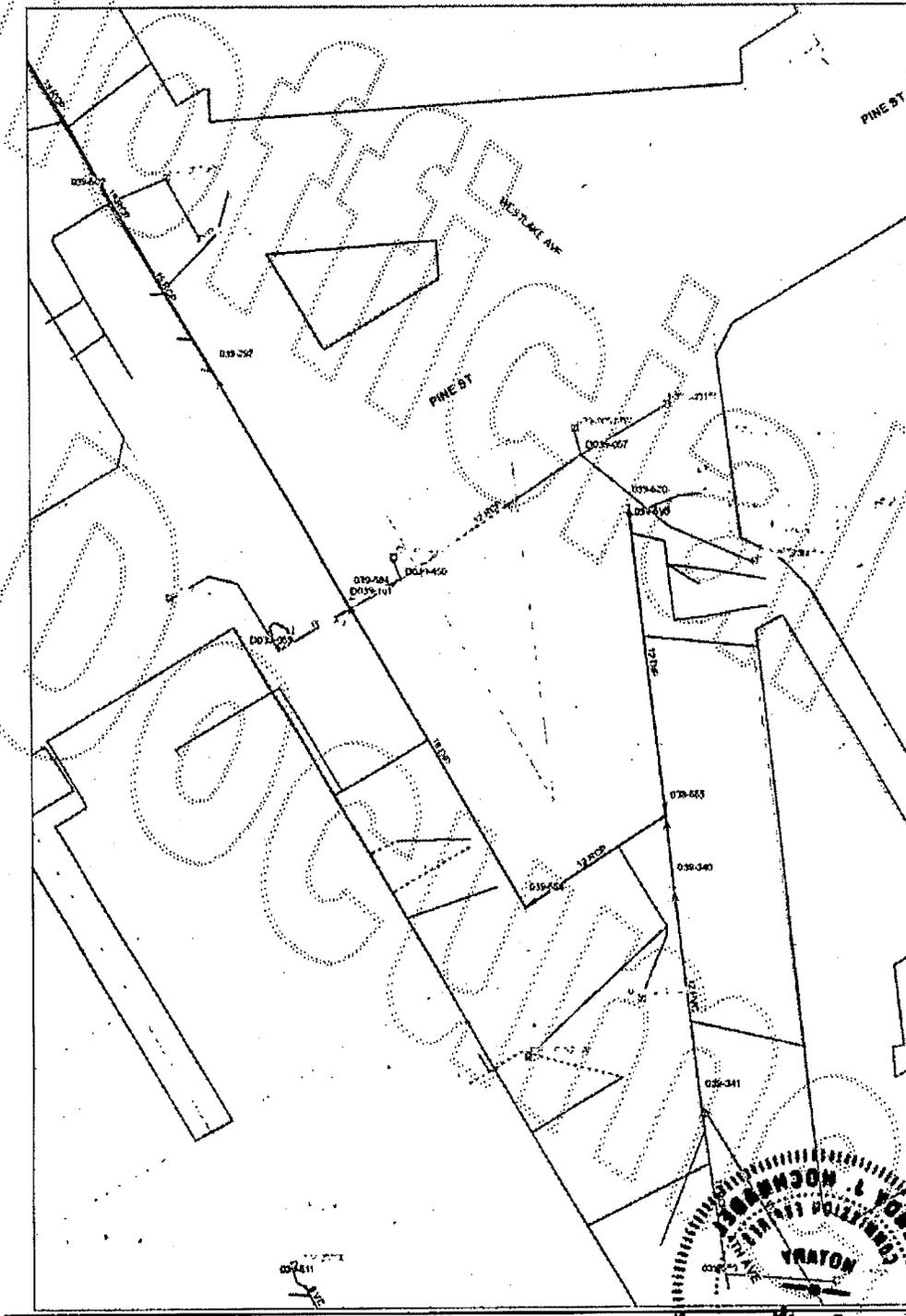
WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



*Wendy J. Hochadel*  
Notary Public in and for the  
State of Washington, residing  
at Hyunwood  
My appointment expires 5/31/14

EXHIBIT A

Map showing SPU's drainage & wastewater facilities



**Return Address:**  
Seattle City Light  
Real Estate Division  
700 5th Avenue, Suite 3200  
P.O. Box 34023  
Seattle, WA 98124-4023



**20120611000834**

SEATTLE PARKS MEMO 68.00  
PAGE-001 OF 007  
06/11/2012 11:59  
KING COUNTY, WA

**WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)**

<b>Document Title(s)</b> (or transactions contained therein): (all areas applicable to your document must be filled in): 1. <u>Memorandum of Understanding</u> 2. _____ 3. _____ 4. _____
<b>Reference Number(s) of Documents assigned or released:</b> Additional reference #'s on page _____ of document
<b>Grantor(s)</b> Exactly as name(s) appear on document 1. <u>Seattle Department of Parks and Recreation</u>  Additional names on page _____ of document.
<b>Grantee(s)</b> Exactly as name(s) appear on document 1. <u>Seattle City Light</u>  Additional names on page _____ of document.
<b>Legal description</b> (abbreviated: i.e. lot, block, plat or section, township, range) portion of Block 19, A.A. Denny's 3rd Addition to the City of Seattle  Additional legal is on pages <u>1</u> of document.
<b>Assessor's Property Tax Parcel/Account Number</b>
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



**MEMORANDUM OF UNDERSTANDING**

**For the Operation and Maintenance of a City Light Underground Electrical Line and Vault**

This Memorandum of Understanding ("Agreement") is made and entered into this 11<sup>th</sup> day of JUNE, 2012, between the Seattle Department of Parks and Recreation ("PARKS"), and Seattle City Light ("CITY LIGHT"), collectively the "Parties":

WHEREAS, PARKS petitioned the Seattle City Council to vacate a portion of Westlake Avenue adjacent to Westlake Park in downtown Seattle ("Vacation Area"), as more particularly described in Seattle City Clerk File No. 311670 as:

*The westerly 70 feet of Westlake Avenue as established by City of Seattle Condemnation Ordinance 7733, between the southerly margin of Pine Street and the easterly margin of 4th Avenue, all in Block 19, Addition to the Town of Seattle, as laid out by A.A. Denny (commonly known as A.A. Denny's 3rd Addition to the City of Seattle), as per plat recorded in Volume 1 of Plats, page 33, Records of King County, Washington;*

and;

WHEREAS, CITY LIGHT owns, operates and maintains an underground electrical line within a portion of the Vacation Area; and

WHEREAS, the Seattle City Council's conditional grant of vacation of the Vacation Area is conditioned, in part, on protection of the continuing operation and maintenance of the CITY LIGHT underground electrical line within the Vacation Area; and

WHEREAS, the underground electrical line crosses Westlake Park and terminates at an underground vault in Westlake Park, which CITY LIGHT has operated and maintained for many years without a written agreement with PARKS; and

WHEREAS, PARKS and CITY LIGHT wish to enter into this Agreement to provide for CITY LIGHT's access to and continuing operation and maintenance of its underground electrical line and vault within Westlake Park and the Vacation Area;

NOW, THEREFORE, in consideration of the terms, conditions and performances contained herein,

EFFECTIVE ON THE EFFECTIVE DATE OF THE ORDINANCE VACATING THE VACATION AREA, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **Purpose.** PARKS authorizes CITY LIGHT to operate and maintain its existing underground electrical line and vault within Westlake Park and the Vacation Area (collectively referred to as the "Park"). The existing underground electrical line and vault are depicted in Exhibit "A" attached hereto and incorporated herein by this reference ("Facilities"). The center line of the electrical line is legally described in Exhibit "B" attached hereto and incorporated herein by this reference. "Operate and maintain" means the maintenance, installation, repair, alteration, improvement or reconstruction of the Facilities.

2. **Limitations on CITY LIGHT Use.** The Park is heavily used by the public with many scheduled special events. Consequently, while CITY LIGHT shall have pedestrian access to the surface access feature of the vault for inspection purposes at all times so long as due care is taken to protect the public, for all other activities, except emergency repairs, CITY LIGHT shall coordinate with and obtain written permission from PARKS prior to any use or occupancy of the Park, including access by vehicles or heavy equipment. Except in case of emergency, CITY LIGHT shall notify PARKS in writing at least five (5) days in advance of any anticipated use or occupancy of the Park or access by vehicles or heavy equipment and shall specify the scope and duration of the use, occupancy or access. Written permission from PARKS means acknowledgement of CITY LIGHT's desired use or occupancy or access by vehicles or heavy equipment and approval from PARKS in writing of scope of work, timing and duration.

3. **Limitations on PARKS Use.** PARKS agrees not to build or permit the building of any new structure over the Facilities without permission from CITY LIGHT. Unless otherwise agreed by CITY LIGHT, PARKS shall be responsible for all costs of removal, relocation and reinstallation of any new structure that obstructs CITY LIGHT's operation and maintenance (as defined in Section 1 above) of the Facilities.

4. **Notices.** All notices, requests for approval and approvals shall be given in writing and shall be delivered to the appropriate party at the addresses below:

Seattle Department of Parks and Recreation  
Manager, Real Estate and Acquisition Services  
800 Maynard Avenue South  
4th Floor  
Seattle, WA 98134-1336  
Fax: 206-233-7038

Seattle City Light  
Real Estate Manager  
Seattle Municipal Tower  
700 5th AV, #3200  
Seattle, WA 98124-4023  
Fax:

5. **CITY LIGHT Responsibility.** CITY LIGHT shall be responsible at all times, at its sole cost and expense, for the safe operation and maintenance in good condition of the Facilities. Except as provided in Section 3 above, CITY LIGHT is responsible for all damage to the Park or Park improvements, structures, furniture or vegetation caused by the Facilities or CITY LIGHT or its employees or contractors in connection with access to or operation and maintenance of the Facilities, including, without limitation, the Park's surface. CITY LIGHT agrees that its responsibility includes restoration of the Park surface by repair, replacement and repaving, as necessary, the Park's surface with individual sandstone pavers, matching the pattern and materials of the Park and adjacent Westlake Avenue.

6. **PARKS Responsibility.** PARKS shall be responsible at all times, at its sole cost and expense, for the repair of any and all damage to the Facilities caused by PARKS, its employees or contractors.

7. **Termination.** This Agreement shall continue and be in force until CITY LIGHT permanently removes or decommissions its Facilities. At such time as CITY LIGHT and PARKS agree that the Facilities are no longer required, CITY LIGHT shall be responsible for removing, or decommissioning the Facilities at its sole cost and expense.

EXECUTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

SEATTLE DEPARTMENT OF  
PARKS AND RECREATION

SEATTLE CITY LIGHT

By: Christina Williams

By: David L. Barber

Printed Name: Christina Williams

Printed Name: David L. Barber

Title: Acting Supt.

Title: Real Estate Manager

STATE OF WASHINGTON )  
 )SS  
COUNTY OF KING )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CHRISTOPHER WILLIAMS, to me known to be the Acting Superintendent of the Department of Parks and Recreation of the City of Seattle, the municipal corporation named in and which executed the foregoing document, and stated on oath that he/she was authorized to execute the foregoing document on behalf of said municipal corporation and signed the same as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned.

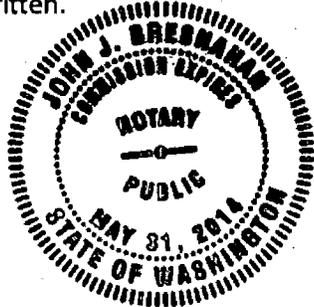
WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the  
State of Washington, residing  
at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON )  
 )SS  
COUNTY OF KING )

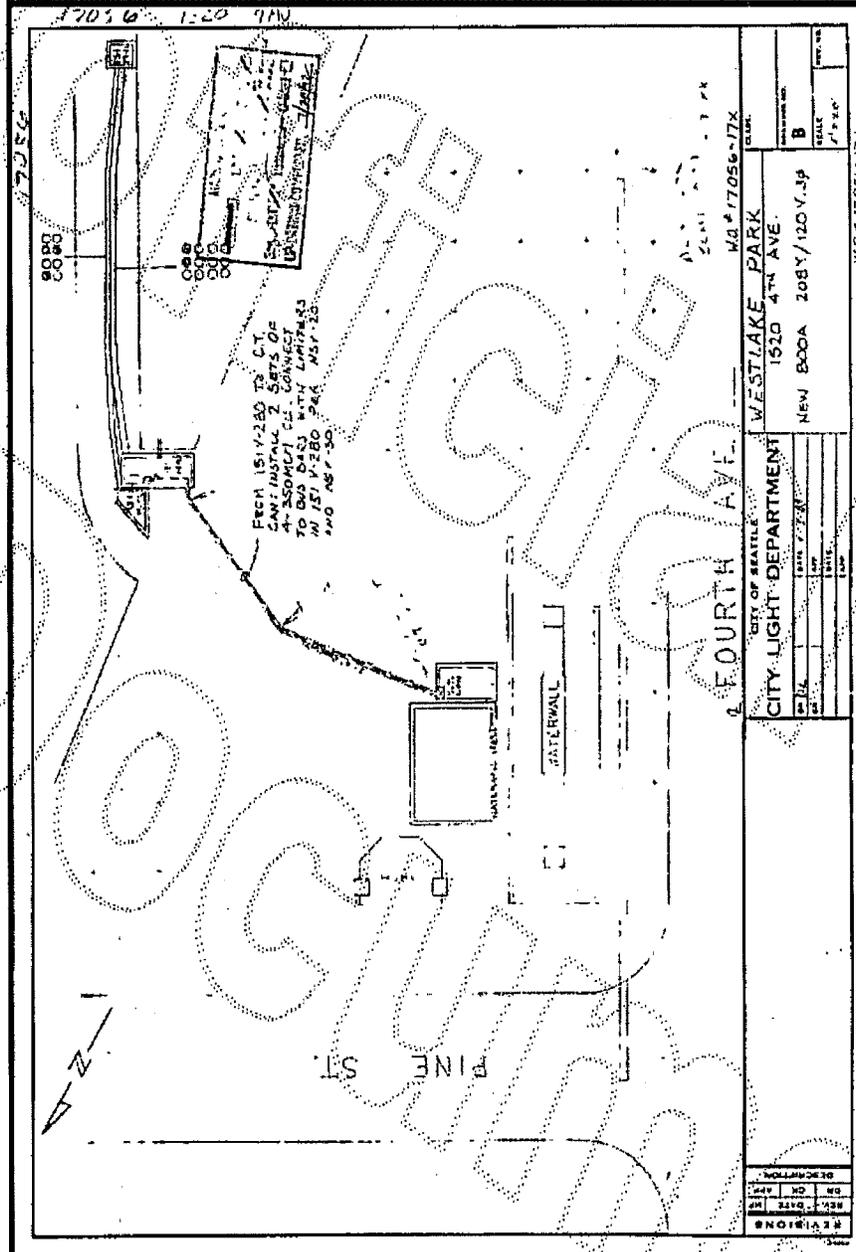
On this 14<sup>th</sup> day of May, 2012, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DAVID L. BARNER, to me known to be the REAL ESTATE MANAGER of Seattle City Light, a department of the City of Seattle, the municipal corporation named in and which executed the foregoing document, and stated on oath that he/she was authorized to execute the foregoing document on behalf of said municipal corporation and signed the same as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



[Signature]  
Notary Public in and for the  
State of Washington, residing  
at Seattle, WA  
My appointment expires  
5-31-14

**EXHIBIT A**  
**Map of Underground Electrical Line and Vault**



**EXHIBIT B**  
**Legal Description of Center Line of Underground Electrical Line**

**LEGAL DESCRIPTION OF CENTER LINE OF 4" CONDUIT COMING FROM SCL VAULT# 280**

Beginning at the northeast corner of Lot 5, Block 19, A.A. Denny's 3<sup>rd</sup> Addition, according to the plat recorded in Volume 1 of Plats, page 33, King County, Washington;  
thence South along the northerly line of said Lot 12.5 feet;  
thence northwesterly 8.89 feet to the TRUE POINT OF BEGINNING;  
thence continuing northwesterly 3.51 feet;  
thence northwesterly 40.22 feet;  
thence southwesterly, in a straight line, 5.46 feet to a point on the westerly margin of Westlake Avenue which is 115.29 feet, more or less, south of the southwest corner of Westlake Avenue and Pine Street and the terminus of said centerline.

**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>CBO Analyst/Phone:</b>
Seattle Department of Transportation	Beverly Barnett/684-7564	Rebecca Guerra/684-5339

AN ORDINANCE vacating a portion of Westlake Avenue between Pine Street and 4<sup>th</sup> Avenue, on the petition of the Seattle Department of Parks and Recreation; accepting quit claim deeds from abutting property owners for their property interests in the portion of Westlake Avenue being vacated; authorizing egress easement agreements with abutting property owners; approving agreements between the Department of Parks and Recreation and Seattle Public Utilities and between the Department of Parks and Recreation and Seattle City Light concerning utility infrastructure, as reflected in Clerk File 311670; designating the vacated portion of Westlake Avenue as an addition to Westlake Park and placing it under the jurisdiction of the Department of Parks and Recreation; and ratifying and confirming certain prior acts.

**Summary of the Legislation:**

This Council Bill completes the vacation process for a portion of Westlake Avenue between Pine Street and 4<sup>th</sup> Avenue, on the petition of the Seattle Department of Parks and Recreation (the "Petitioner" or "Parks"). This legislation also accepts two quit claim deeds from abutting property owners to their underlying property interests, authorizes three egress agreements with abutting property owners that allows commercial vehicles to exit from the alley serving the abutting property owners to Pine Street, and authorizes a memorandum of understanding between the Department of Parks and Recreation and Seattle Public Utilities and a memorandum of understanding between the Department of Recreation and Seattle City Light to protect access to utility infrastructure.

**Background:**

The Petitioner sought vacation of a portion of Westlake Avenue between Pine Street and 4<sup>th</sup> Avenue, adjacent to Westlake Park in downtown Seattle.

On March 5, 2012, the City Council voted to conditionally grant the petition to vacate a portion of Westlake Avenue.

The Petitioner has met its public benefit requirement by making provisions for a public plaza as established in the Street Vacation Policies.

Please check one of the following:



X This legislation does not have any financial implications.

**Other Implications:**

**a) Does the legislation have indirect financial implications, or long-term implications?**

This legislation does not accept or appropriate funds. City departments are exempt from paying vacation fees pursuant to Ordinance 121661. Therefore, Parks was not required to pay a vacation fee for this partial street vacation.

**b) What is the financial cost of not implementing the legislation?**

This vacation petition has already been approved by the Seattle City Council which obligates the City to complete the vacation process, provided that all the conditions imposed by the Council are satisfied. Staff members from multiple departments have invested many hours working to satisfy the conditions, all of which have now been met.

**c) Does this legislation affect any departments besides the originating department?**

Yes. Seattle City Light and Seattle Public Utilities are also affected. Utility agreements to protect the utilities access to their infrastructure have been negotiated with the Petitioner. The agreements have been executed and recorded.

**d) What are the possible alternatives to the legislation that could achieve the same or similar objectives?**

None. This legislation completes the vacation process.

**e) Is a public hearing required for this legislation?**

No.

**f) Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**

No.

**g) Does this legislation affect a piece of property?**

Yes. It completes the vacation of right-of-way.

**h) Other Issues:**

List attachments to the fiscal note below:



Beverly Barnett  
SDOT Westlake Avenue Street Vacation FISC  
August 30, 2012  
Version #3

Attachment A: Westlake Avenue Vacation Map.



Westlake Avenue  
Vacation

CF 311670

Petitioner:  
Seattle Department of  
Parks and Recreation

Existing Park  
approx: 4,100 sf



Vacation Area  
approx: 17,150 sf



Easement Area  
approx: 1,280 sf



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merchantability, accompany  
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Coordinate System:  
State Plane, NAD83-91,  
Washington, North Zone  
Orthophoto Source:  
Pictometry 2007

PLOT DATE: 6/15/12  
AUTHOR: St Vac



Westlake Avenue Vacation



**City of Seattle**  
Office of the Mayor

September 11, 2012

Honorable Sally J. Clark  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Clark:

I am pleased to transmit the attached proposed Council Bill that would complete the vacation process for the Seattle Department of Parks and Recreation (Petitioner or Parks). The Petitioner sought to vacate a portion of Westlake Avenue between Pine Street and 4<sup>th</sup> Avenue that is currently improved as part of Westlake Park.

On March 05, 2012, the City Council voted to conditionally grant the petition to vacate a portion of Westlake Avenue between Pine Street and 4<sup>th</sup> Avenue. This portion of Westlake Avenue was improved and has been regarded as part of Westlake Park since the park was first opened in 1988. While Westlake Park, including the Westlake Avenue right-of-way, has been managed by Parks, this management has been complicated by the fact that the park is comprised of both park property and street right-of-way. Because park property and street right-of-way have different regulations for events and vending and other public activities, it has been difficult for Parks to implement some of its programming goals. The vacation expands the area formally under the jurisdiction of Parks, simplifying the operation of the park and increasing the options available to activate and manage the park.

The street vacation does not include a 20-foot wide strip of Westlake Avenue abutting the private properties to the east, which will remain street right-of-way, but will continue to function as a primarily pedestrian space adjacent to Westlake Park.

The Petitioner has met its public benefit requirement for this vacation by making provisions for a public plaza.

The proposed legislation supports the City's vision for a safe and vibrant downtown park. Thank you for your support of this legislation. If you have any questions please contact Beverly Barnett at (206) 684-7564.

Sincerely,

Michael McGinn  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Michael McGinn, Mayor  
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