

1

Beverly Barnett
SDOT Westlake Avenue Street Vacation ORD
September 24, 2012
Version #4

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL 117599

AN ORDINANCE vacating a portion of Westlake Avenue between Pine Street and 4th 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.

WHEREAS, the City of Seattle, Department of Parks and Recreation ("Parks") filed a petition to vacate a portion of Westlake Avenue between Pine Street and 4th Avenue in downtown Seattle; and

WHEREAS, following a February 28, 2012 public hearing on the petition, the Seattle City Council ("City Council") conditionally granted the petition on March 5, 2012; and

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

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 4th 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 4th 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 3rd
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 20120921001119, and the quit claim deed from Fifth & Pine LLC, a
20 Delaware limited liability company, to The City of Seattle, recorded under King County
21 recording number 20120921001120, copies of which are attached hereto as Attachments
22 1 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 September 21, 2012 under King County recording number 20120921001121; the Egress
26 Easement Agreement between Fifth & Pine LLC, a Delaware limited liability company,
27 recorded on September 21, 2012 under King County recording number 20120921001122;

1 and the Egress Easement Agreement between Stellar Cascade LLC, a Washington limited
2 liability company, and The City of Seattle, recorded on September 21, 2012 under King
3 County recording number 20120921001123 granting an egress easement across the
4 following 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 3rd 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.

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 Attachment 1: Quit Claim Deed from Seaboard Building Owners Association

19 Attachment 2: Quit Claim Deed from Fifth & Pine LLC

20 Attachment 3: Egress Easement Agreement with Seaboard Building Owners Association

21 Attachment 4: Egress Easement Agreement with Fifth & Pine LLC

22 Attachment 5: Egress Easement Agreement with Stellar Cascade LLC

23 Attachment 6: Memorandum of Understanding between Department of Parks and
24 Recreation and Seattle Public Utilities.

25 Attachment 7: Memorandum of Understanding between Department of Parks and
26 Recreation and Seattle City Light.



20120921001119

MARYLOU WHITEF QCD 73.00
PAGE-001 OF 002
09/21/2012 13:23
KING COUNTY, WA

AFTER RECORDING RETURN TO:

Seattle Department of Parks and Recreation
Property and Acquisition Services
800 Maynard Avenue South, 3rd Floor
Seattle, WA 98134

E2565310

09/21/2012 13:23
KING COUNTY, WA

TAX \$10.00
SALE \$0.00

PAGE-001 OF 001

QUIT CLAIM DEED

GRANTOR: Seaboard Building Owners Association, a Washington nonprofit corporation

GRANTEE: The City of Seattle, a municipal corporation

ABBREVIATED LEGAL DESCRIPTION: Ptn Lots 9 and 12, A. A. Denny's 3rd Addition,
Vol 1, page 33, King County, Washington

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER: 762875-0000 (Grantor)

QUIT CLAIM DEED

The Grantor, Seaboard Building Owners Association, a Washington nonprofit corporation, hereby conveys and quit claims, as a gift, to the City of Seattle, a municipal corporation, the following described real property to be owned and held forever by the City of Seattle as a public park:

The underlying fee interest of Lots 9 and 12, A. A. Denny's 3rd Addition to the City of Seattle, as recorded in Volume 1 of Plats, page 33, records of King County, Washington, lying within the westerly 70 feet of Westlake Avenue, as condemned by City of Seattle Ordinance No. 7733.

Dated this 12th day of September, 2012.

GRANTOR: Seaboard Building Owners Association,
a Washington nonprofit corporation:

By: *Christian Shevchenko*

(Print Name and Title) CHRISTIAN SHEVCHENKO, President HOA

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 12th day of September, 2012, before me, personally appeared Christian Stevchenko
known to me (or proved to me on the basis of satisfactory evidence) to be the President of
Seaboard Building Owners Association, a Washington nonprofit 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 corporation and signed the same as the free and voluntary act and deed of said corporation for the
uses and purposes therein mentioned.

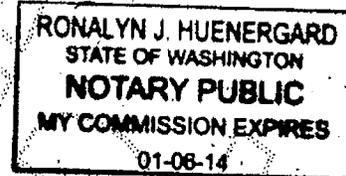
Ronalyn J. Huenergard
Ronalyn J. Huenergard

(Print Name)

NOTARY PUBLIC in and for the State of Washington,

residing at Begair

My commission expires: 1/06/2012





20120921001120

MARYLOU WHITEF QCD 73.00
PAGE-001 OF 002
09/21/2012 13:23
KING COUNTY, WA

AFTER RECORDING RETURN TO:

Seattle Department of Parks and Recreation
Property and Acquisition Services
800 Maynard Avenue South, 3rd Floor
Seattle, WA 98134

E2565311

09/21/2012 13:23
KING COUNTY, WA
TAX \$10.00
SALE \$0.00

PAGE-001 OF 001

QUIT CLAIM DEED

GRANTOR: Fifth & Pine LLC, a Delaware limited liability company

GRANTEE: The City of Seattle, a municipal corporation

ABBREVIATED LEGAL DESCRIPTION: Ptn Lots 2 and 3, Blk 19, A. A. Denny's 3rd Addition,
Vol.1, page 33, King County, Washington

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER: 197570-0180 (Grantor)

QUIT CLAIM DEED

The Grantor, Fifth & Pine LLC, a Delaware limited liability company, hereby conveys and quit claims, as a gift, to the City of Seattle, a municipal corporation, the following described real property to be owned and held forever by the City of Seattle as a public park:

The underlying fee interest of Lots 2 and 3, A. A. Denny's 3rd Addition to the City of Seattle, as recorded in Volume 1 of Plats, page 33, records of King County, Washington, lying within the westerly 70 feet of Westlake Avenue, as condemned by City of Seattle Ordinance No.7733.

Dated this 13 day of ~~June~~^{Sept.}, 2012.

GRANTOR: Fifth & Pine LLC, a Delaware limited liability company:

By: *EMME*
EMME
Director of LLC
(Print Name and Title)

MARYLOU WHITEF
MARYLOU
authorized officer

Roll of Documents No. 3462/2012 HE

Hereby I,

Dr. Rolf-Hermann Henniges, Notary Public

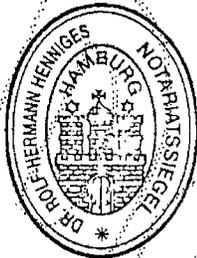
practising Alstertor 14, D-20095 Hamburg,

certify, that the foregoing signatures are the true signatures, subscribed in my presence, of

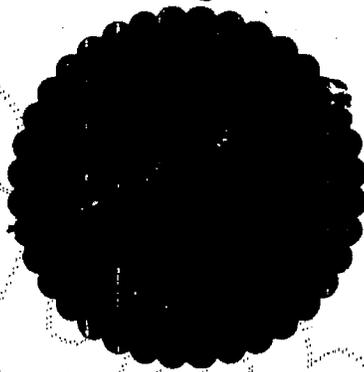
1. Mr. Kai Hofmann,
date of birth: 12th day of December, 1978,
address: Valentinskamp 70 / EMPORIO, D-20355 Hamburg,
personally known to me, and
2. Ms. Berit Emme, née Winkler,
date of birth: 28th day of May, 1972,
address: Valentinskamp 70 / EMPORIO, D-20355 Hamburg,
personally known to me.

My Commission expires: lifelong.

Hamburg, the 13th day of September, 2012



Henniges
Dr. Rolf-Hermann Henniges, Notary Public





20120921001121

MARYLOU WHITE EAS 76.00
PAGE-001 OF 005
09/21/2012 13:23
KING COUNTY, WA

AFTER RECORDING RETURN TO:

Seattle Department of Parks and Recreation
Property and Acquisition Services
800 Maynard Avenue South, 3rd Floor
Seattle, WA 98134

EXCISE TAX NOT REQUIRED
King County Records Division
By Walt Coffey Deputy

EGRESS EASEMENT AGREEMENT

GRANTOR: The City of Seattle, a municipal corporation
GRANTEE: Seaboard Building Owners Association, a Washington nonprofit corporation
ABBREVIATED LEGAL DESCRIPTION: Ptn of Westlake Avenue, Blk 19, A. A. Denny's 3rd Addition,
Vol 1, page 33, King County, Washington
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER: 197570-0175 (Grantor)

EGRESS EASEMENT AGREEMENT

THIS EGRESS EASEMENT AGREEMENT ("Agreement") is made by The City of Seattle, a municipal corporation ("City"), as grantor, and Seaboard Building Owners Association, a Washington nonprofit corporation ("Seaboard"), as grantee.

RECITALS

A. The City of Seattle Department of Parks and Recreation and Seaboard have petitioned the Seattle City Council to vacate a portion of Westlake Avenue, adjacent to Westlake Park in downtown Seattle ("Vacation Area"), for incorporation into Westlake Park. The Vacation Area is legally 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;

B. The members of Seaboard ("Owners") own condominium units in the Seaboard Building, a condominium (the "Condominium"), per Condominium Declaration recorded under King County Recorder's No. 20010327001814, located at 1500 4th Avenue, Seattle, Washington, and identified as King County tax parcel #762875-0000 ("Seaboard Property"), bounded by the easterly margin of Westlake Avenue, the northerly margin of Pike Street, and the westerly margin of the alley located in Block 19, A.A. Denny's 3rd Addition (the "Alley"), as shown on drawing attached hereto as Exhibit A.

C. Existing park improvements in Westlake Avenue hinder vehicle egress from the northerly end of the Alley to Pine Street. The City has identified an alternative route from the northerly end of the Alley to Pine Street across a portion of the Vacation Area affording adequate vehicle clearance, comparable to the Alley; improved sight lines for the protection of pedestrians using Westlake Park; and not requiring removal or relocation of existing park improvements.

D. The City wishes to establish and record an easement across the Vacation Area, at a location least disruptive to park improvements, for use by commercial vehicles requiring egress via the Alley from the Seaboard Building.

NOW, THEREFORE, in consideration of the foregoing recitals, the parties agree as follows:

1. Grant of Easement. Effective as of the final date of a City Council ordinance approving the vacation described in Seattle City Clerk File No. 311670 and acceptance of a quit claim deed from Seaboard of its interest and the interests of the Owners in the Vacation Area, the City hereby grants to Seaboard Building Owners Association, a Washington nonprofit corporation ("Seaboard"), for the benefit of the Owners, a nonexclusive egress easement ("Easement") upon and across the following described portion of the Vacation Area ("Easement Area"), subject to the terms and conditions set forth in this Agreement:

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

Beginning at a point on the northerly line of Block 19, AA Denny's 3rd Addition, as recorded in Volume 1 of Plats, page 33, said point being N 59°18'59" E and 102.01 feet distant from the northwesterly corner of said Block 19; Thence S 30°37'05" E a distance of 80.01 feet to a point on the easterly line of the westerly 70 feet of Westlake Avenue as established by City of Seattle Ordinance 7733 and the southerly terminus of this described centerline. Said terminus point being S 6°46'05" E and 87.52 feet distant from the intersection of the northerly line of said Block 19 and the easterly line of the westerly 70 feet of Westlake Avenue. The margins of said easement to be extended or trimmed to the intersecting end lines.

The Easement is appurtenant to and for the benefit of the Seaboard Property.

The Easement is an encumbrance on the Vacation Area.

The Easement is shown on Exhibit A attached hereto.

2. Purpose of Easement. The purpose of the Easement is for egress across the Easement Area for commercial vehicles serving the Seaboard Property from the Alley and for no other purpose.

3. Limitations on Use. Seaboard acknowledges and accepts that Westlake Park, including the Vacation Area (collectively referred to as the "Park"), is heavily used by the public with many scheduled special events that may, at times, delay or impede immediate, convenient use of the Easement Area.

4. Termination. At such time as the Alley is vacated, the Easement shall terminate. At the request of the City, Seaboard or its successors in interest shall sign and acknowledge a termination of easement for recording.

5. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns and shall run with the land.

6. Counterparts. This Egress Easement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

GRANTOR: THE CITY OF SEATTLE, a municipal corporation.

By

(Print Name)

Eric A Friedli

acting
Deputy

Superintendent of Parks and Recreation for The City of Seattle

GRANTEE: Seaboard Building Owners Association, a Washington nonprofit corporation:

By:

(Print Name)

CHRISTIAN SHEVCHENKO

(Print Title)

President, H.O.A.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 12th day of September, 2012, before me, personally appeared Christian Sherechenko, known to me (or proved to me on the basis of satisfactory evidence) to be the President of Seaboard Building Owners Association, the Washington nonprofit 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 Seaboard Building Owners Association, and signed the same as the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned.

Ronalyn J. Huenergard
Ronalyn J. Huenergard

RONALYN J. HUENERGARD
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
01-06-14

Print Name

NOTARY PUBLIC in and for the State of Washington,

residing at Bellevue

My commission expires: 1/06/2014

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 21 day of September, 2012, before me, personally appeared Eric A. Friedli known to me to be the Acting Deputy 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 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.

Jeanette F. Geiger
Jeanette F. Geiger

Notary Public
State of Washington
JEANETTE F. GEIGER
COMMISSION EXPIRES
June 15, 2014

Print Name

NOTARY PUBLIC in and for the State of Washington,

residing at Seattle

My commission expires: 6/15/2014



20120921001122

MARYLOU WHITEF EAS
PAGE-001 OF 005
09/21/2012 13:23
KING COUNTY, WA

76.00

AFTER RECORDING RETURN TO:

Seattle Department of Parks and Recreation
Property and Acquisition Services
800 Maynard Avenue South, 3rd Floor
Seattle, WA 98134

EXCISE TAX NOT REQUIRED
King County Records Division
By Waltchyns Deputy

EGRESS EASEMENT AGREEMENT

GRANTOR: The City of Seattle, a municipal corporation

GRANTEE: Fifth & Pine LLC, a Delaware limited liability company

ABBREVIATED LEGAL DESCRIPTION: ptn of Westlake Avenue, Blk 19, A. A. Denny's 3rd Addition,
Vol 1, page 33, King County, Washington

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER: 197570-0175 (Grantor)

EGRESS EASEMENT AGREEMENT

THIS EGRESS EASEMENT AGREEMENT ("Agreement") is made by The City of Seattle, a municipal corporation ("City"), as grantor, and Fifth & Pine, LLC ("Fifth & Pine"), as grantee.

RECITALS

A. The City of Seattle Department of Parks and Recreation and Fifth & Pine have petitioned the Seattle City Council to vacate a portion of Westlake Avenue, adjacent to Westlake Park in downtown Seattle ("Vacation Area"), for incorporation into Westlake Park. The Vacation Area is legally 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;

B. Fifth & Pine owns real property, commonly identified as 1513-5th Avenue, Seattle, Washington, King County tax parcel #197570-0180, ("Fifth & Pine Property"), located adjacent to the alley in Block 19, A.A. Denny's 3rd Addition ("Alley"). The Fifth & Pine Property is legally described as follows:

Lots 2 and 3 in Block 19 of 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;

EXCEPT the northwesterly 7 feet of said Lot 2 condemned for street purposes in King County Superior Court Cause No. 57057 as provided by Ordinance No. 14500 of the City of Seattle;

And EXCEPT that portion of said Lot 2 condemned for Westlake Avenue in King County Superior Court Cause No. 36118 as provided by Ordinance No. 7733 of the City of Seattle;

TOGETHER with that portion of alley in said Block 19 adjoining said premises vacated by Ordinance No. 17294 of the City of Seattle.

C. Existing park improvements in Westlake Avenue hinder vehicle egress from the northerly end of the Alley to Pine Street. The City has identified an alternative route from the northerly end of the Alley to Pine Street across a portion of the Vacation Area affording adequate vehicle clearance, comparable to the Alley; improved sight lines for the protection of pedestrians using Westlake Park; and not requiring removal or relocation of existing park improvements.

D. The City wishes to establish and record an easement across the Vacation Area, at a location least disruptive to park improvements, for use by commercial vehicles requiring egress via the Alley from the Fifth & Pine Property.

NOW, THEREFORE, in consideration of the foregoing recitals, the parties agree as follows:

1. **Grant of Easement.** Effective as of the final date of a City Council ordinance approving the vacation described in Seattle City Clerk File No. 311670 and acceptance of a quit claim deed from Fifth & Pine LLC of its interest in the Vacation Area, the City hereby grants to Fifth & Pine LLC a nonexclusive egress easement ("Easement") upon and across the following described portion of the Vacation Area ("Easement Area"), subject to the terms and conditions set forth in this Agreement:

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

Beginning at a point on the northerly line of Block 19, AA Denny's 3rd Addition, as recorded in Volume 1 of Plats, page 33, said point being N 59°18'59" E and 102.01 feet distant from the northwesterly corner of said Block 19; Thence S 30°37'05" E a distance of 80.01 feet to a point on the easterly line of the westerly 70 feet of Westlake Avenue as established by City of Seattle Ordinance 7733 and the southerly terminus of this described centerline.

Said terminus point being S 6°46'05" E and 87.52 feet distant from the intersection of the northerly line of said Block 19 and the easterly line of the westerly 70 feet of Westlake Avenue.

The margins of said easement to be extended or trimmed to the intersecting end lines.

The Easement is appurtenant to and for the benefit of the Fifth & Pine Property.

The Easement is an encumbrance on the Vacation Area.

The Easement is shown on Exhibit A attached hereto.

2. Purpose of Easement. The purpose of the Easement is for egress across the Easement Area for commercial vehicles serving the Fifth & Pine Property from the Alley and for no other purpose.

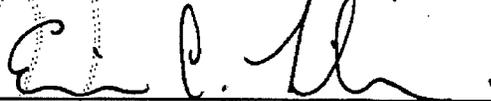
3. Limitations on Use. Fifth & Pine acknowledges and accepts that Westlake Park, including the Vacation Area (collectively referred to as the "Park"), is heavily used by the public with many scheduled special events that may, at times, delay or impede immediate, convenient use of the Easement Area.

4. Termination. At such time as the Alley is vacated, the Easement shall terminate. In the event of such vacation, at the request of the City, Fifth & Pine LLC or its successors in interest shall sign and acknowledge a termination of easement for recording.

5. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns and shall run with the land.

6. Counterparts. This Access Easement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

GRANTOR:
THE CITY OF SEATTLE, a municipal corporation

By: 

(Print Name) Eric A. Friedli
acting
Deputy Superintendent of Parks and Recreation for The City of Seattle

GRANTEE:
Fifth & Pine LLC, a Delaware limited liability company

By: 

(Print Name) EMME HOFFMANN
(Print Title) Director of LLC authorized officer

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2012, before me, personally appeared _____, known to me (or proved to me on the basis of satisfactory evidence) to be the _____ of Fifth & Pine LLC, the Delaware limited liability company 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 Fifth & Pine LLC and signed the same as the free and voluntary act and deed of Fifth & Pine for the uses and purposes therein mentioned.

Print Name
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 21 day of September, 2012, before me, personally appeared Eric A. Friedli, known to me to be the acting Deputy 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 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.

Jeanette F Geiger
Jeanette F Geiger
Print Name
NOTARY PUBLIC in and for the State of Washington,
residing at Seattle
My commission expires: 6/15/2014

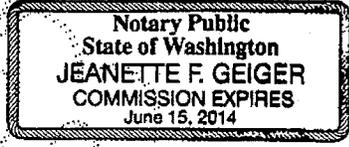
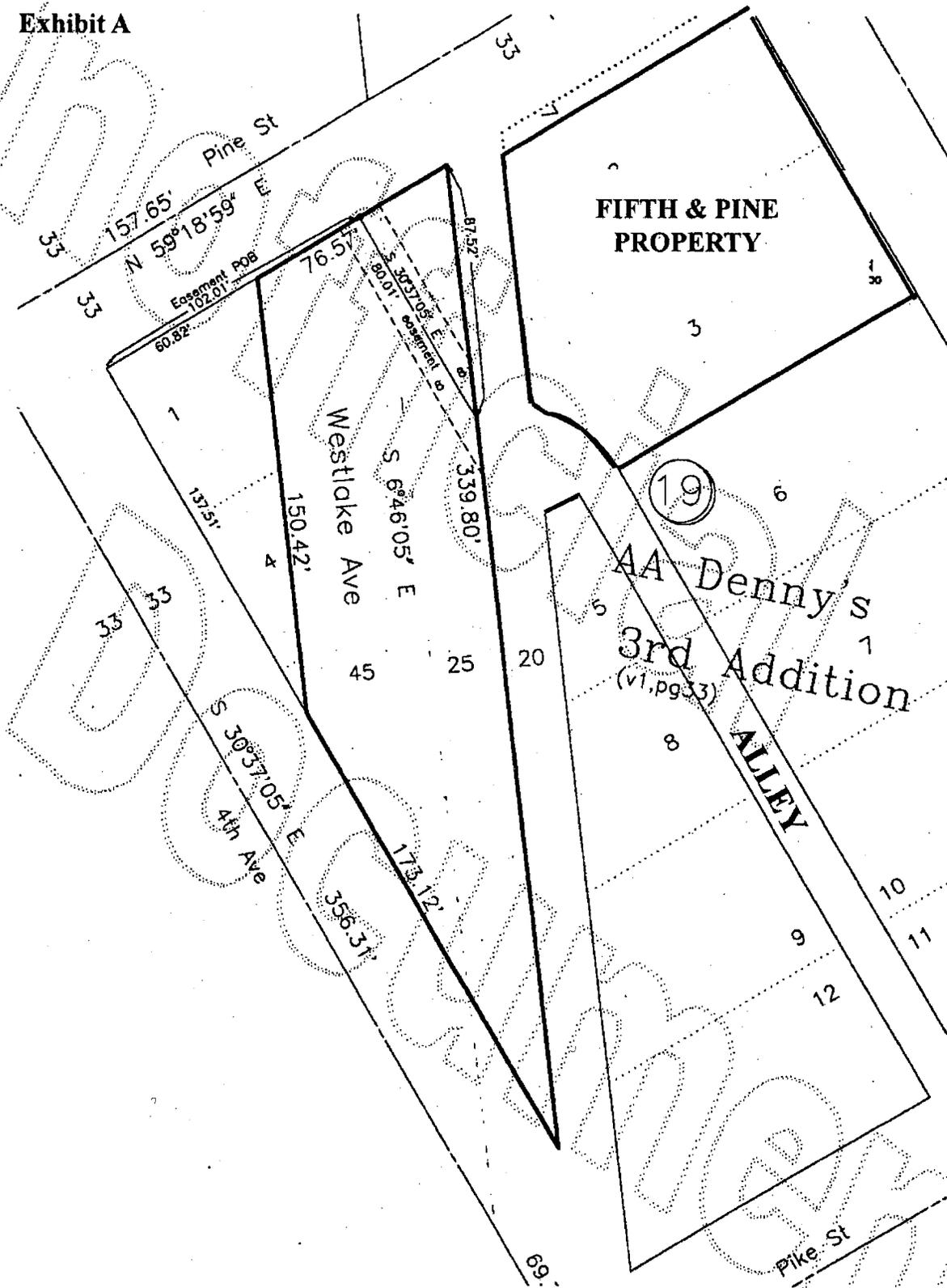


Exhibit A





20120921001123

MARYLOU WHITEF EAS 77.00
PAGE-001 OF 006
09/21/2012 13:23
KING COUNTY, WA

AFTER RECORDING RETURN TO:

Seattle Department of Parks and Recreation
Property and Acquisition Services
800 Maynard Avenue South, 3rd Floor
Seattle, WA 98134

EXCISE TAX NOT REQUIRED
King County Records Division
By Walter Puffer Deputy

EGRESS EASEMENT AGREEMENT

GRANTOR: The City of Seattle, a municipal corporation

GRANTEE: Stellar Cascade LLC, a Washington limited liability company

ABBREVIATED LEGAL DESCRIPTION: ptn of Westlake Avenue, Blk 19,
A. A. Denny's 3rd Addition, Vol 1, page 33, King County, Washington

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER: 197570-0175 (Grantor)

EGRESS EASEMENT AGREEMENT

THIS EGRESS EASEMENT AGREEMENT ("Agreement") is made by The City of Seattle, a municipal corporation ("City"), as grantor, and Stellar Cascade LLC, a Washington limited liability company ("Stellar Cascade"), as grantee.

RECITALS

A. The City of Seattle Department of Parks and Recreation and Stellar Cascade have petitioned the Seattle City Council to vacate a portion of Westlake Avenue, adjacent to Westlake Park in downtown Seattle ("Vacation Area"), for incorporation into Westlake Park. The Vacation Area is legally 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;

B. Stellar Cascade owns real property, commonly identified as 1516 Westlake Avenue, Seattle, Washington, King County tax parcel #197570-0195, located adjacent to the alley in Block 19, A.A. Denny's 3rd Addition ("Alley"). The Stellar Cascade Property is legally described as follows:

All of Lot 8, Block 19, Plat of an 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;

EXCEPT that portion of said Lot 8 condemned for Westlake Avenue in King County Superior Court Cause No. 36118 as provided by Ordinance No. 7733 of the City of Seattle;

ALSO All that portion of Lot 5, in said Block 19, described as follows:

Beginning at the northeast corner of Lot 5 and run thence southerly along the easterly side of said Lot to the southeast corner thereof;

Thence southwesterly along the southerly line of said Lot a distance of 40.418 feet, more or less, to the easterly line of Westlake Avenue;

Thence North 8°1'35" West along said easterly line of Westlake Avenue a distance of 65.645 feet to the northerly line of said Lot 5;

Then easterly along said northerly line of said Lot a distance of 13.881 feet to the point of beginning.

C. Existing park improvements in Westlake Avenue hinder vehicle egress from the northerly end of the Alley to Pine Street. The City has identified an alternative route from the northerly end of the Alley to Pine Street across a portion of the Vacation Area affording adequate vehicle clearance, comparable to the Alley; improved sight lines for the protection of pedestrians using Westlake Park; and not requiring removal or relocation of existing park improvements.

D. The City wishes to establish and record an easement across the Vacation Area, at a location least disruptive to park improvements, for use by commercial vehicles requiring egress via the Alley from the Stellar Cascade Property.

NOW, THEREFORE, in consideration of the foregoing recitals, the parties agree as follows:

1. **Grant of Easement.** Effective as of the final date of a City Council ordinance approving the vacation described in Seattle City Clerk File No. 311670, the City hereby grants to Stellar Cascade LLC a nonexclusive egress easement ("Easement") upon and across the following described portion of the Vacation Area ("Easement Area"), subject to the terms and conditions set forth in this Agreement:

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

Beginning at a point on the northerly line of Block 19, A.A. Denny's 3rd Addition, as recorded in Volume 1 of Plats, page 33, said point being N 59°18'59" E and 102.01 feet distant from the northwesterly corner of said Block 19; Thence S 30°37'05" E a distance of 80.01 feet to a point on the easterly line of the westerly 70 feet of Westlake Avenue as established by City of Seattle Ordinance 7733 and the southerly terminus of this described centerline.

Said terminus point being S 6°46'05" E and 87.52 feet distant from the intersection of the northerly line of said Block 19 and the easterly line of the westerly 70 feet of Westlake Avenue.

The margins of said easement to be extended or trimmed to the intersecting end lines.

The Easement is appurtenant to and for the benefit of the Stellar Cascade Property.

The Easement is an encumbrance on the Vacation Area.

The Easement is shown on Exhibit A attached hereto.

2. **Purpose of Easement.** The purpose of the Easement is for egress across the Easement Area for commercial vehicles serving the Stellar Cascade Property from the Alley and for no other purpose.

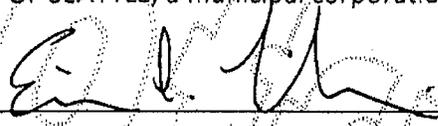
3. **Limitations on Use.** Stellar Cascade acknowledges and accepts that Westlake Park, including the Vacation Area (collectively referred to as the "Park"), is heavily used by the public with many scheduled special events that may, at times, delay or impede immediate, convenient use of the Easement Area.

4. **Termination.** At such time as the Alley is vacated, the Easement shall terminate. At the request of the City, Stellar Cascade LLC or its successors in interest shall sign and acknowledge a termination of easement for recording.

5. **Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns and shall run with the land.

6. Counterparts. This Egress Easement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

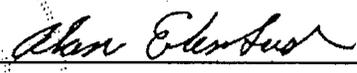
GRANTOR:
THE CITY OF SEATTLE, a municipal corporation

By: 

(Print Name) Eric A. Friedli

Acting Deputy Superintendent of Parks and Recreation for The City of Seattle

GRANTEE:
Stellar Cascade LLC, a Washington limited liability company

By: 

(Print Name) Alan Eckbush

(Print Title) Treasurer Stellar Holdings, Inc. Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 12 day of July, 2012, before me, personally appeared
Alan Edenbush, known to me (or proved to me on the basis of satisfactory evidence)
to be the Treasurer of Stellar Cascade LLC, the Washington limited liability company 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 Stellar Cascade LLC and signed the same as the free and voluntary act and deed of said
Washington limited liability company for the uses and purposes therein mentioned.

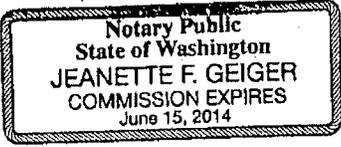
Rita Stefanski
RITA STEFANSKI
(Print Name)

NOTARY PUBLIC in and for the State of Washington,
residing at NEWCASTLE
My commission expires: 2-1-2016

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

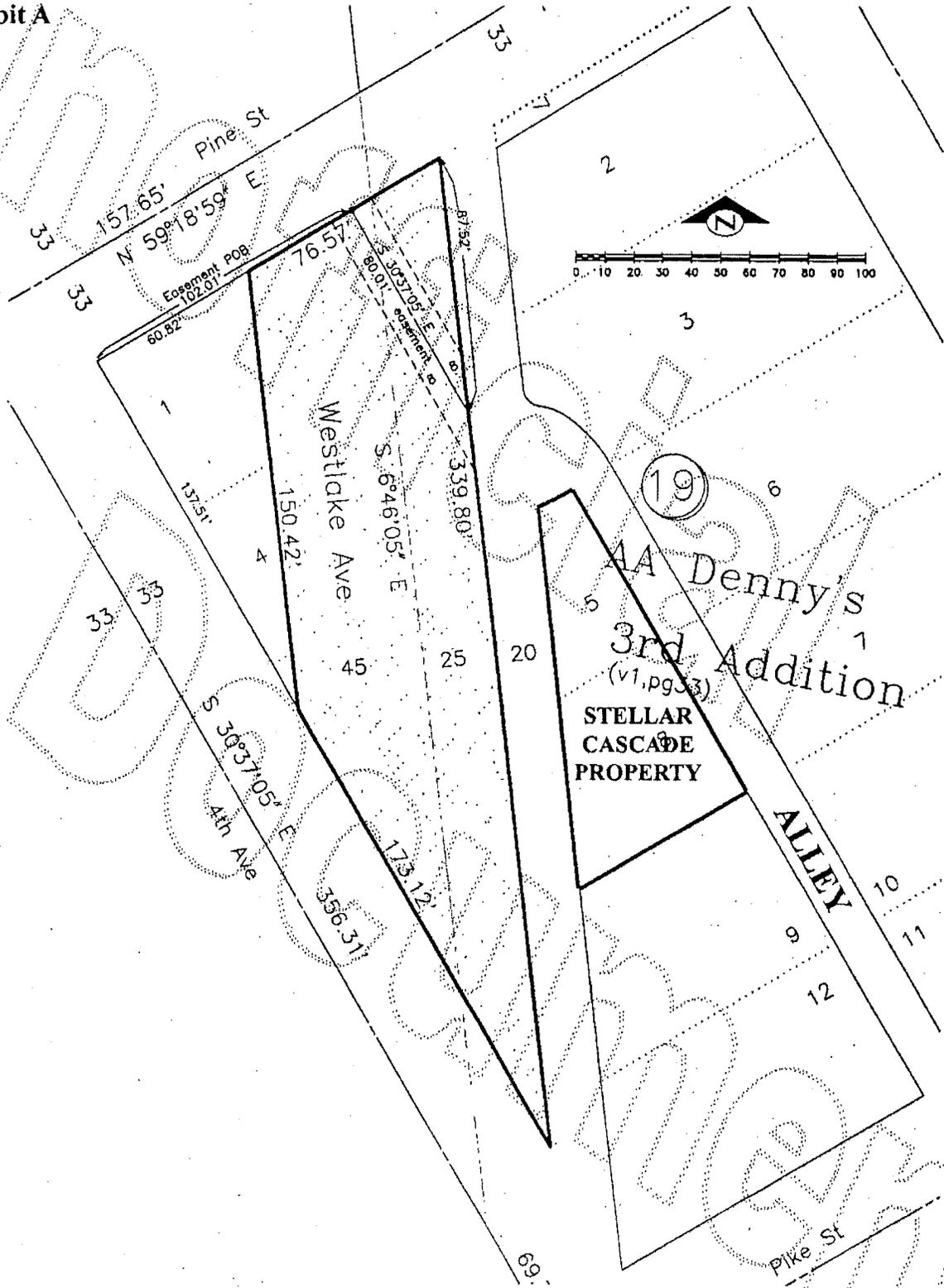
On this 11 day of September, 2012, before me, personally appeared
Eric Friedli, known to me to be the Acting Deputy Superintendent of the Department
of Parks and Recreation of the City of Seattle, the municipal corporation named in and which executed the
foregoing document, and stated on oath that he 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.

Jeanette F Geiger
Jeanette F Geiger
(Print Name)



NOTARY PUBLIC in and for the State of Washington,
residing at Seattle
My commission expires: 6/15/2014

Exhibit A





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)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in) 1 Memorandum of Understanding 2 _____ 3 _____ 4 _____
Reference Number(s) of Documents assigned or released: Additional reference #'s on page _____ of document
Grantor(s) Exactly as name(s) appear on document 1. Seattle Department of Parks and Recreation, Additional names on page _____ of document.
Grantee(s) Exactly as name(s) appear on document 1. Seattle Public Utilities Additional names on page _____ of document.
Legal description (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.
Assessor's Property Tax Parcel/Account Number
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 11th 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 23rd day of MAY, 2012.

SEATTLE DEPARTMENT OF
PARKS AND RECREATION

SEATTLE PUBLIC UTILITIES

By: *Christopher Williams*

By: *Ray Hoffman*

Printed Name: Christopher Williams

Printed Name: RAY HOFFMAN

Title: Acting Supt.

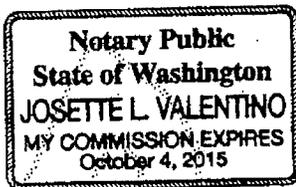
Title: DIRECTOR

STATE OF WASHINGTON)
)SS

COUNTY OF KING)

On this 4th 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.

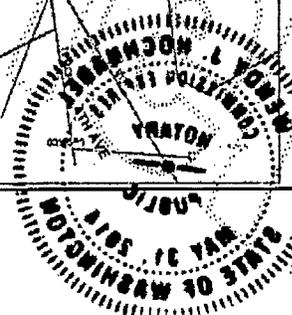
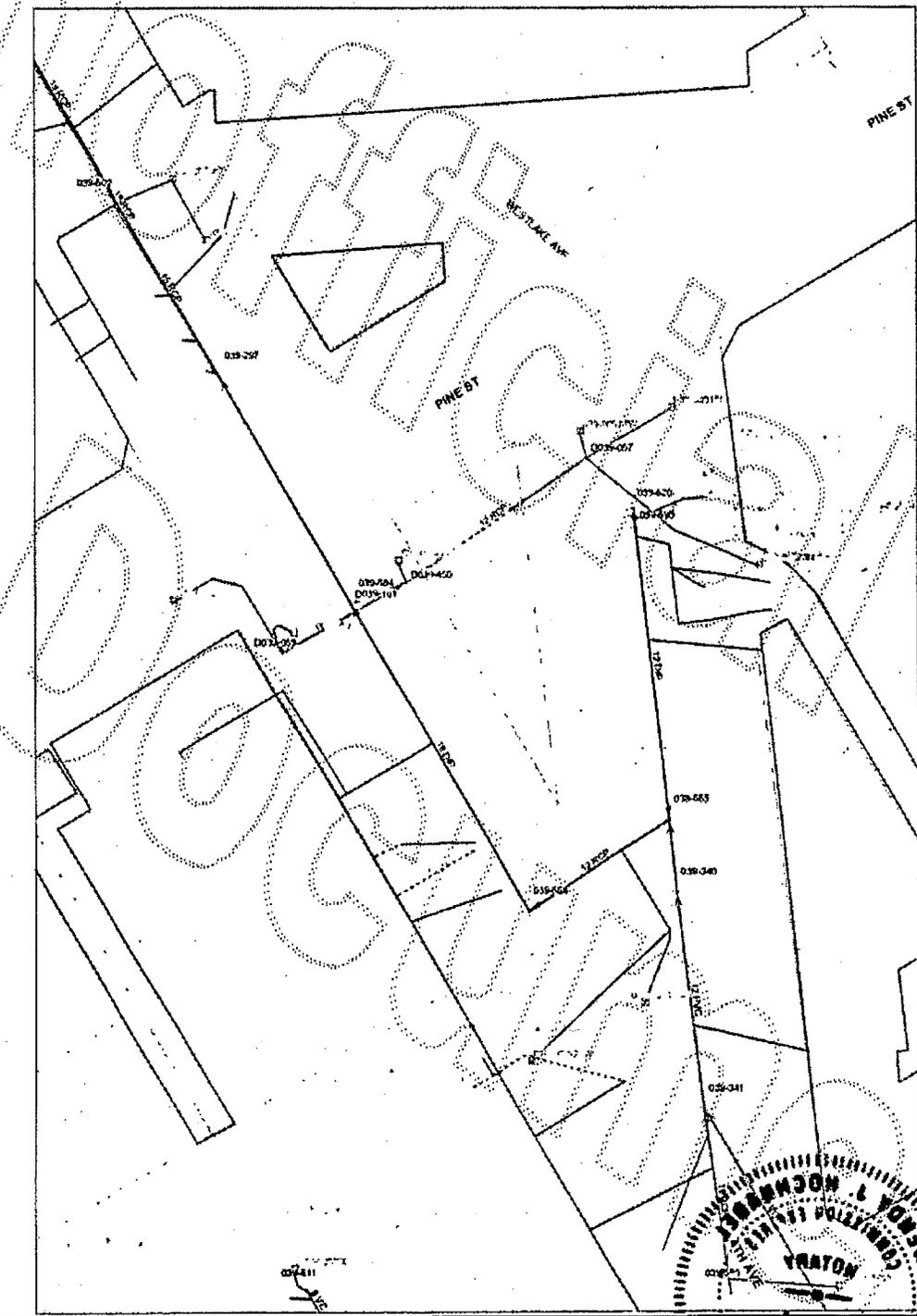
WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Wendy J. Hochmabel
Notary Public in and for the
State of Washington, residing
at Lynnwood
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)

Document Title(s) (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in) 1. Memorandum of Understanding 2. _____ 3. _____ 4. _____
Reference Number(s) of Documents assigned or released: Additional reference #'s on page _____ of document
Grantor(s) Exactly as name(s) appear on document 1. Seattle Department of Parks and Recreation Additional names on page _____ of document.
Grantee(s) Exactly as name(s) appear on document 1. Seattle City Light Additional names on page _____ of document.
Legal description (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 1 of document.
Assessor's Property Tax Parcel/Account Number
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 11th 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: *Christa Williams*

By: *David L. Barber*

Printed Name: *Christa 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 14th 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

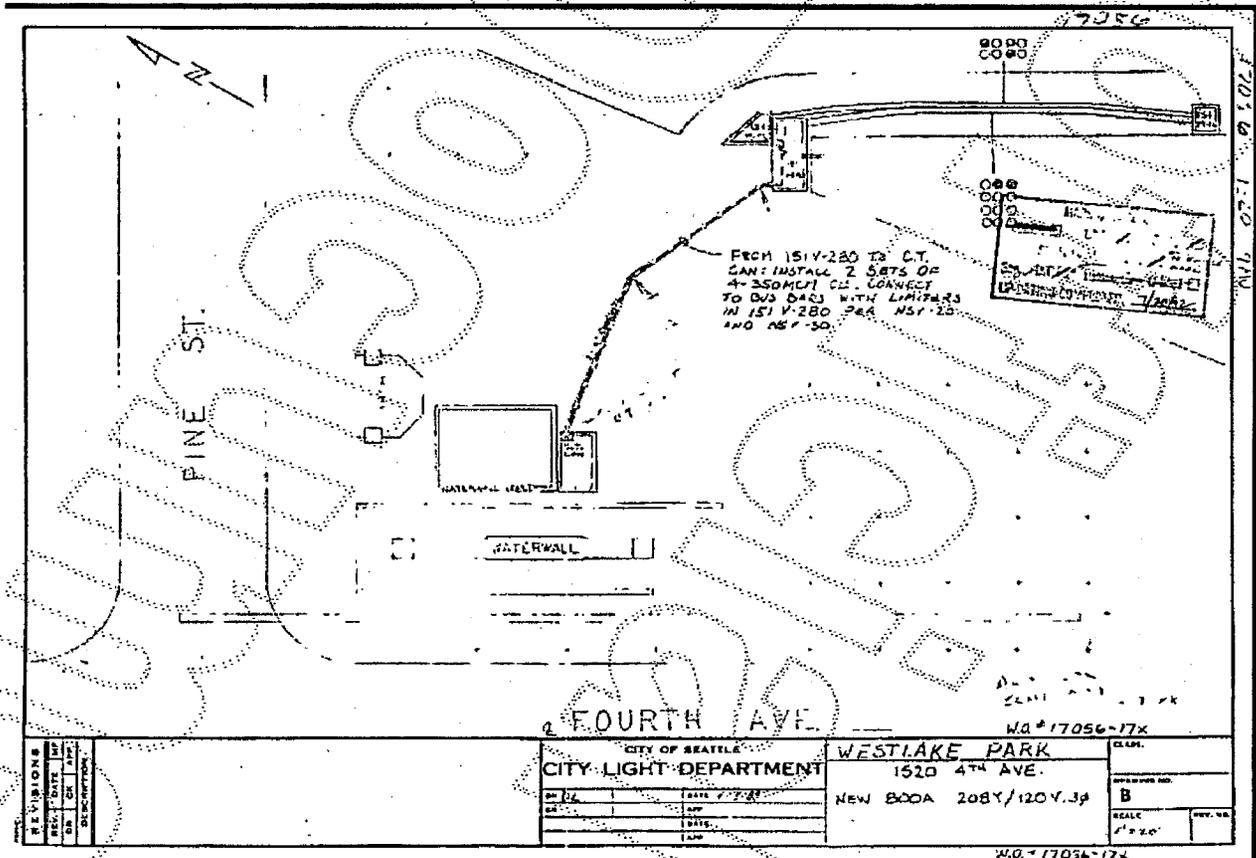


EXHIBIT B

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 3rd 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

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

AN ORDINANCE vacating a portion of Westlake Avenue between Pine Street and 4th 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 4th 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 4th 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:

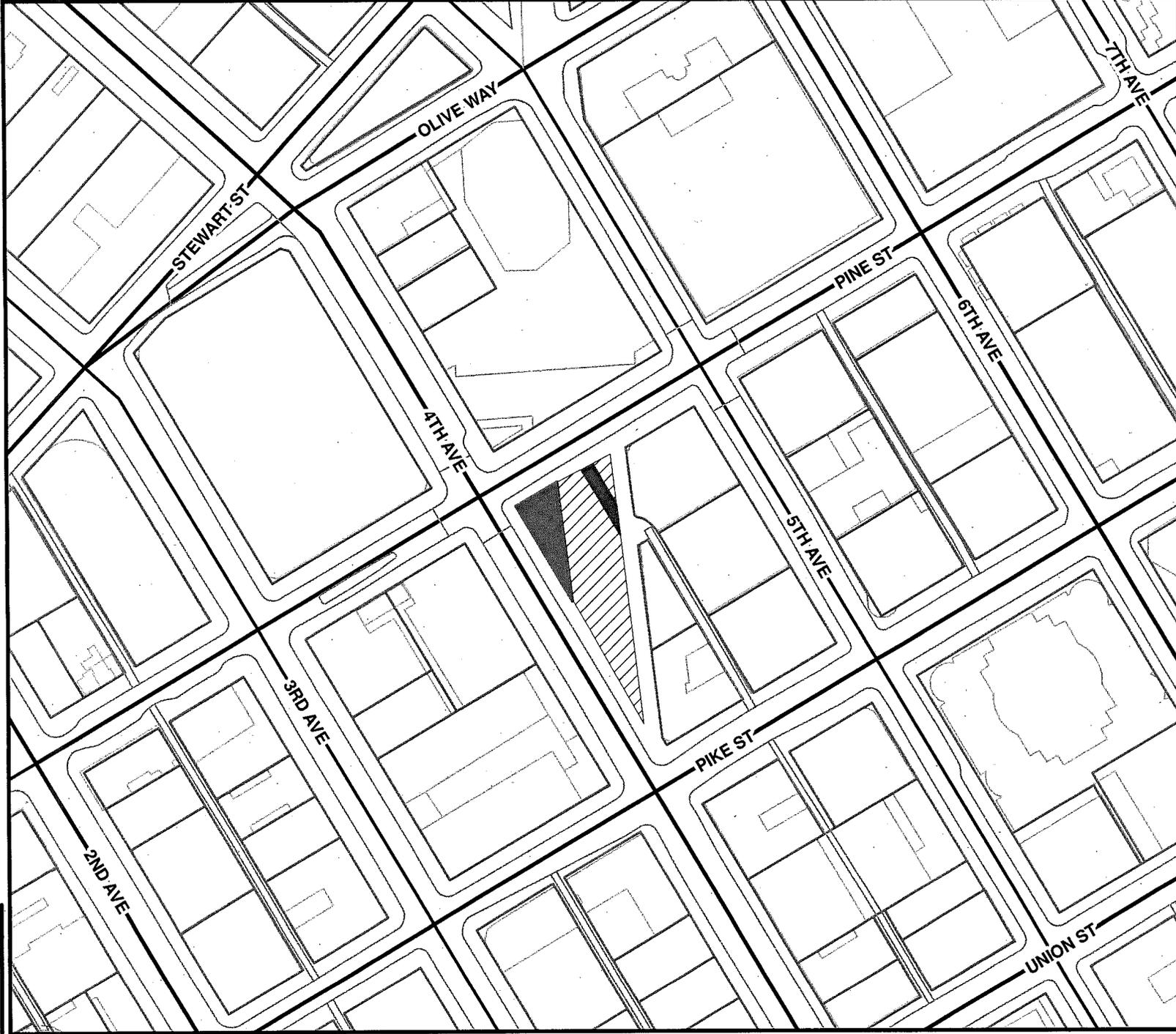
List attachments to the fiscal note below:



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

Attachment A: Westlake Avenue Vacation Map.



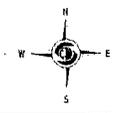


Westlake Avenue Vacation

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



©2009
THE CITY OF SEATTLE
All rights reserved.
Produced by the Seattle
Department of Transportation.
No warranties of any sort,
including accuracy, fitness or
merchantability, accompany
this product.

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

PLOT DATE : 5/15/12
AUTHOR : SI Vac



Westlake Avenue Vacation



City of Seattle
Office of the Mayor

September 11, 2012

Honorable Sally J. Clark
President
Seattle City Council
City Hall, 2nd 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 4th 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 4th 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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