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Beverly Barnett
SDOT Lake Union III LLC Alley Vacation ORD
November 7, 2012
Version #4

CITY OF SEATTLE
ORDINANCE _____

COUNCIL BILL 117665

AN ORDINANCE vacating the alley in Block 102, D. T. Denny's First Addition to North Seattle on the petition of Lake Union III LLC, a Washington limited liability company; and accepting a Property Use and Development Agreement as reflected in Clerk File 304098.

WHEREAS, Lake Union III LLC ("Petitioner") filed a petition to vacate the alley in Block 102, D.T. Denny's First Addition to North Seattle, which is the block bordered by Republican Street, Boren Avenue North, Harrison Street, and Terry Avenue North in the South Lake Union neighborhood; and

WHEREAS, following a July 16, 2002 public hearing on the petition, the Seattle City Council ("City Council") conditionally granted the petition subject to conditions that have now been met; and

WHEREAS, in 2007, the City Council granted the Petitioner an extension of time to complete the development project and approved some design modifications; and

WHEREAS, a Property Use and Development Agreement recorded with the King County Recorder's Office commits the Petitioner and their successors to fulfill ongoing public-benefit obligations required as a result of the street vacation; and

WHEREAS, pursuant to Section 35.79.030 RCW and Seattle Municipal Code Chapter 15.62, the Petitioner has paid the City a vacation fee of \$1,150,000, which amount is the full appraised value of the property; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The real property described below is vacated:

The entire alley located in Block 102 of D. T. Denny's First Addition to North Seattle.

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



1 RESERVING to the City of Seattle the right to reconstruct, maintain, and operate any
2 existing overhead or underground utilities in said rights-of-way until the beneficiaries of said
3 vacation arrange with the owner or owners thereof for their removal.

4 Section 2. The Property Use and Development Agreement recorded on October 26,
5 2011, King County Recording Number 20111026001289, attached as Attachment A, is accepted.

6 Section 3. This ordinance shall take effect and be in force 30 days after its approval by
7 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
8 shall take effect as provided by Seattle Municipal Code Section 1.04.020.



1 Passed by the City Council the ____ day of _____, 2012, and
2 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 A: Property Use and Development Agreement
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27
28



CONFORMED COPY

20111026001289

MCCULLOUGH HIL AG 74.00
PAGE-001 OF 013
10/26/2011 15:08

AFTER RECORDING RETURN DOCUMENT TO:

John C. McCullough
McCullough Hill, PS
701 Fifth Avenue, Suite 7220
Seattle, Washington 98104

Reference Number of Related Document: N/A

Grantor(s): LAKE UNION III LLC

Grantee(s): CITY OF SEATTLE

Abbreviated Legal Description: Lots 1-12, Block 102, D. T. Denny's 1st Addition
to North Seattle, Vol. 1 of Plats, p. 79, King County, Washington.

Additional Legal Description is on pages 1 and 2 of Document

Assessor's Property Tax Parcel or Account No: 1983200293; 1983200270; 1983200260

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT (Agreement) is made this date in favor of the CITY OF SEATTLE, a municipal corporation of the State of Washington (City) by LAKE UNION III LLC, a Washington limited liability company, owner of the within described property (Owner).

WITNESSETH:

WHEREAS, the Owner is vested in fee simple title and has a substantial beneficial interest in the property located in King County, Washington, described as follows (Property):

Lots 1 through 12 inclusive, Block 102, D. T. Denny's 1st Addition to North Seattle, according to the Plat thereof, recorded in Volume 1 of Plats, page 79, in King County, Washington.

and



WHEREAS, the Owner has redeveloped the Property with new office buildings (the Development); and

WHEREAS, in connection with the Development, a petition was filed in 2000 (C.F. No. 304098) pursuant to RCW Ch. 35.79 and Seattle Municipal Code Ch. 15.62, by the Owner to vacate the alley in Block 102, D. T. Denny's 1st Addition to North Seattle; and

WHEREAS, the City Council granted preliminary approval of the vacation subject to conditions, including the condition that the surface plaza area of the Development (Plaza Area) that is depicted on Exhibit A and legally described on Exhibit B remain undeveloped and accessible to the public; and

WHEREAS, the Owner now seeks final vacation of the alley in Block 102, D. T. Denny's 1st Addition to North Seattle;

NOW, THEREFORE, the Owner covenants, bargains, and agrees on behalf of itself, its successors, and assigns to the following:

Section 1. The Plaza Area shall not be developed with buildings at grade level, and shall be developed with a plaza, landscaping, benches, artwork, lighting, signs and other open space and pedestrian amenities. The Plaza Area shall be open to the public to pass through or use the plaza during daylight hours regardless of whether such use by the public is associated with the Development. Public use of the Plaza Area is, however, subject to the conditions contained in this Agreement. The Owner shall provide signage in the Plaza Area indicating the Plaza Area is open for public use in accordance with the terms of this Agreement.

The Plaza Area does not include: below-grade or subsurface areas, which are occupied by the subsurface parking garage for the Development; or portions of structures that may extend over the ground surface of the Plaza Area, provided the portions of structures located over the Plaza Area do not restrict the public's use of the Plaza Area.

The Owner reserves the right to use the Plaza Area for any purposes not inconsistent with the terms of this Agreement. The areas identified as "Restricted Public Use Areas" on Exhibit A may be dedicated from time to time by the Owner, through leases or other written instrument to building tenants, as areas for outdoor seating for eating or drinking establishments located in the Development. In such cases, access to these areas shall be limited to use by patrons of the eating or drinking establishments.



Section 2. The Plaza Area currently has and shall continue to include the following public amenities: 15 trees, 1,200 square feet of landscape planting area, 1,000 lineal feet of steps appropriate for seating, and one large-scale art piece. The Owner shall keep all amenities in good repair. After installation of these amenities, the amount or types of amenities may be modified by the Owner after receiving the written consent of the Director of the Department of Transportation; provided, the quality of the amenities shall not be diminished and the modified amenities shall be designed to continue to activate the Plaza Area with public uses and pedestrian activity.

Section 3. The Owner shall have the right to temporarily close or obstruct the Plaza Area for: (1) construction; (2) maintenance and repair; (3) temporary use for private functions directly related to the Development or the Owners; (4) the maintenance of security for the Development or persons using the Development, or (5) other circumstances beyond the Owner's control.

Section 4: The Owner may adopt reasonable rules and regulations regarding the use of and access to the Plaza Area as are necessary to ensure the security of the users of the Plaza Area and the Development. The rules and regulations shall be consistent with the terms of this Agreement. A summary of the current rules and regulations may be posted in a several visible locations in the Plaza Area.

Section 5. The Owner and the City through its Parks Department, Department of Neighborhoods, or other City agency, may coordinate programming of community and public events or other public functions in the Plaza Area. Any such events shall be coordinated between the City and Owner not less than six months in advance.

Section 6. This Agreement shall be recorded in the records of King County and the covenants of this Agreement shall attach to and run with the Property and shall be binding upon the Owner, its heirs, successors, and assigns.

Section 7. This Agreement may be amended or modified by agreement between the Owner and the City; provided the amended Agreement shall be approved by the City Council by ordinance. Nothing in the Agreement shall be construed as a surrender of the City's governmental powers.

Section 8. This Agreement is made for the benefit of the City and the public, and the City may institute and prosecute any proceeding at law or in equity to enforce this Agreement.



Section 9. Upon the effective date of the vacation ordinance, the Owner shall provide and thereafter maintain in full force and effect, commercial general liability insurance providing for a limit of not less than \$1,000,000 per occurrence for all damages arising out of bodily injuries or death. The insurance policies obtained shall be approved as to form by the City Risk Manager, and shall name the City as an additional insured.

Section 10. Owner shall indemnify, hold harmless, and defend the City and its officers, agents and employees, from any and all claims, losses, liabilities, liens, costs, or expenses including attorney's fees, resulting from or arising out of public use of the Plaza Area, except to the extent resulting from the negligence or intentional acts of the City. If any claim covered by this paragraph is asserted against the City, Owner, upon notice thereof from the City, shall defend the same at its sole cost and expense, and shall pay any final judgment rendered upon such claim.

Section 11. The Owner reserves the right to use the Plaza Area for any purpose which does not interfere with the public's use of the Plaza Area, including but not limited to the right to use the Plaza Area as described in this Agreement and the right to grant easements within the Plaza Area, provided the easements are consistent with the public's use of the Plaza Area.

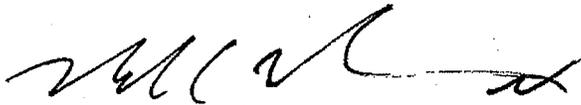
Section 12. Notwithstanding the covenants contained in this Agreement, nothing in this Agreement shall constitute a public dedication of any portion of the Property.

Section 13. In the event any covenant or condition or any portion thereof in this Agreement is judicially determined to be invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction contained in this Agreement.

Dated this 6TH day of OCTOBER, 2011, ~~September, 2011~~.

OWNER:

LAKE UNION III LLC
By: S/I Lake Union III, LLC



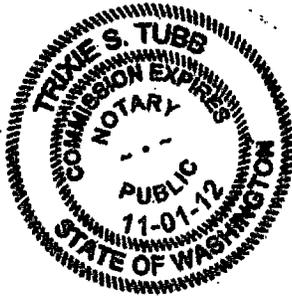
Michael C. Nelson
Sr. Investment Director



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Michael C. Nelson, to me known to be the Sr. Investment Director of Lake Union III LLC, a Washington limited liability company, the company that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute said instrument on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of October, 2011.



Trixie S. Tubb

TRIXIE S. TUBB

(print or type name)

NOTARY PUBLIC in and for the State of
Washington, residing at Belleme
My Commission expires: 11-01-12



EXHIBIT A

Drawing of Plaza Area

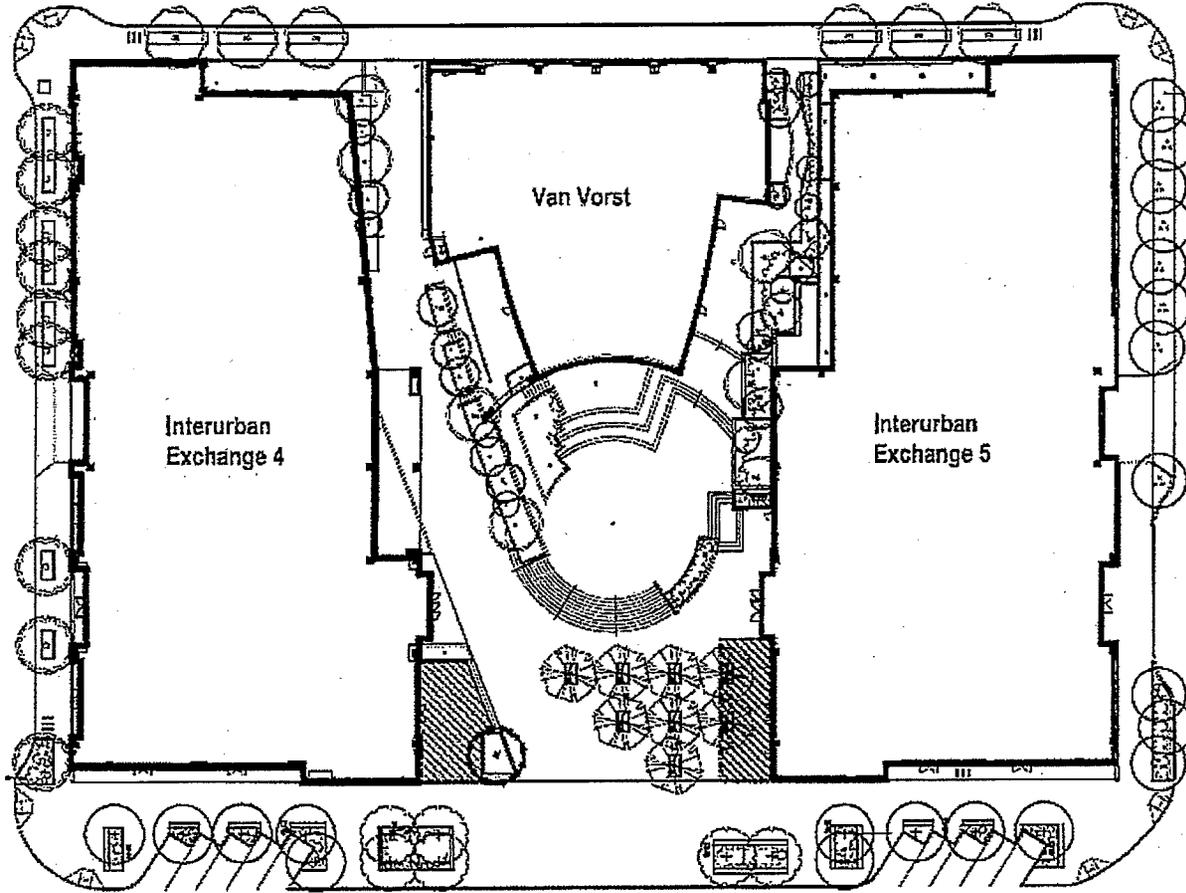


Exhibit A : Drawing of Plaza Area

Restricted Public Use Area

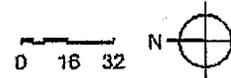


EXHIBIT B

Legal Description of Plaza Area



LEGAL DESCRIPTION

THOSE PORTIONS OF LOTS 2, 3, 4, 5, 9, 10, AND 11 IN BLOCK 102 OF DENNY'S FIRST ADDITION TO NORTH SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 79, RECORDS OF KING COUNTY, WASHINGTON, TOGETHER WITH THOSE PORTIONS OF PROPOSED PUBLIC ALLEY VACATION BISECTING SAID BLOCK 102, WHICH UPON VACATION, WOULD ATTACH ITSELF TO SAID LOTS 2, 3, 4, 9, 10, AND 11 BY OPERATION OF LAW, (ALL LYING ABOVE A BOTTOM LIMIT, VARYING IN ELEVATION, AND COINCIDENT WITH THE EXISTING FINISHED GRADE SURFACE, AND LYING BELOW A TOP LIMIT, VARYING IN ELEVATION, BEING 10.00 FEET ABOVE SAID EXISTING FINISHED GRADE SURFACE, AND COINCIDING WITH ANY AND ALL CHANGES IN GRADIENT OR ELEVATION), AND MORE PARTICULARLY DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 102;

SAID POINT OF COMMENCEMENT BEING 33.00 FEET DISTANT AND AT RIGHT ANGLES TO THE CENTERLINE OF RIGHT-OF-WAY OF BOREN AVENUE NORTH AND ALSO BEING 33.00 FEET DISTANT AND AT RIGHT ANGLES TO THE CENTERLINE OF RIGHT-OF-WAY OF HARRISON STREET;
THENCE NORTH 01°25'35" EAST ALONG THE EAST LINE OF SAID BLOCK 102, A DISTANCE OF 103.84 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 88°11'12" WEST 4.66 FEET;

THENCE NORTH 00°04'13" EAST 5.53 FEET;

THENCE NORTH 88°54'06" WEST 9.21 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, CONCAVE SOUTH, HAVING A RADIUS OF 25.97 FEET, A CENTRAL ANGLE OF 16°30'41", AND TO WHICH RADIAL LINE BEARS NORTH 01°35'39" EAST;

THENCE WESTERLY ALONG SAID CURVE 7.48 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, CONCAVE NORTH, HAVING A RADIUS OF 37.02 FEET, A CENTRAL ANGLE OF 29°41'05", AND TO WHICH A RADIAL LINE BEARS SOUTH 13°59'04" EAST;

THENCE WESTERLY ALONG SAID CURVE A DISTANCE OF 19.18 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, CONCAVE SOUTH, HAVING A RADIUS OF 27.68 FEET, A CENTRAL ANGLE OF 21°37'02", AND TO WHICH A RADIAL LINE BEARS NORTH 19°51'20" EAST;

THENCE WESTERLY ALONG SAID CURVE A DISTANCE OF 10.44 FEET;

THENCE NORTH 88°54'30" WEST 11.61 FEET;

THENCE NORTH 00°47'29" EAST 17.19 FEET;

THENCE NORTH 88°30'11" WEST 40.03 FEET;

THENCE NORTH 02°52'46" EAST 3.05 FEET;

THENCE NORTH 88°21'19" WEST 22.27 FEET;

THENCE NORTH 01°26'32" EAST 3.12 FEET;



THENCE NORTH 88°28'03" WEST 31.61 FEET;
THENCE SOUTH 01°56'06" WEST 12.31 FEET TO A POINT LYING
NORTHERLY OF, AND 0.60 FEET DISTANT AND AT RIGHT ANGLES TO THE
SOUTH LINE OF SAID LOT 9;
THENCE NORTH 88°32'50" WEST ALONG A LINE 0.60 FEET DISTANT AND
AT RIGHT ANGLES TO SAID SOUTH LINE OF LOT 9, A DISTANCE OF
21.38 FEET;
THENCE NORTH 01°55'42" EAST 3.47 FEET;
THENCE NORTH 88°31'55" WEST 23.98 FEET;
THENCE SOUTH 01°55'41" WEST 3.47 FEET TO A POINT LYING
NORTHERLY OF, AND 0.60 FEET DISTANT AND AT RIGHT ANGLES TO THE
SOUTH LINE OF SAID LOT 9;
THENCE NORTH 88°32'50" WEST ALONG A LINE 0.60 FEET DISTANT AND
AT RIGHT ANGLES TO SAID SOUTH LINE OF LOT 9, A DISTANCE OF
48.89 FEET TO THE EAST MARGIN OF THAT PORTION OF SAID BLOCK
102 CONDEMNED BY KING COUNTY SUPERIOR COURT CAUSE NUMBER
162246, RECORDS OF KING COUNTY, WASHINGTON;
THENCE NORTH 01°25'10" EAST ALONG SAID EAST MARGIN, A DISTANCE
OF 118.69 FEET TO A POINT LYING SOUTHERLY OF, AND 0.70 FEET
DISTANT AND AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID LOT
10;
THENCE SOUTH 88°32'56" EAST ALONG A LINE 0.70 FEET DISTANT AND
AT RIGHT ANGLES TO SAID NORTHERLY LINE OF SAID LOT 10, A
DISTANCE OF 42.29 FEET;
THENCE SOUTH 01°16'00" WEST 17.19 FEET;
THENCE NORTH 70°26'10" EAST 6.45 FEET;
THENCE NORTH 01°47'58" EAST 12.28 FEET TO A POINT LYING
SOUTHERLY OF, AND 3.30 FEET DISTANT AND AT RIGHT ANGLES TO
SAID NORTH LINE OF LOT 10;
THENCE SOUTH 88°32'56" EAST ALONG A LINE 3.30 FEET DISTANT AND
AT RIGHT ANGLES TO SAID NORTHERLY LINE OF SAID LOT 10, A
DISTANCE OF 25.94 FEET;
THENCE SOUTH 00°47'06" WEST 2.39 FEET;
THENCE NORTH 70°49'15" EAST 58.40 FEET;
THENCE SOUTH 88°36'56" EAST 12.89 FEET;
THENCE NORTH 86°27'49" EAST 34.80 FEET;
THENCE SOUTH 00°39'00" WEST 3.58 FEET;
THENCE SOUTH 88°45'00" EAST 30.55 FEET;
THENCE NORTH 05°06'48" EAST 2.23 FEET;
THENCE SOUTH 88°37'59" EAST 31.47 FEET;
THENCE NORTH 00°03'00" WEST 2.93 FEET;
THENCE SOUTH 88°53'50" EAST 11.88 FEET TO THE EAST LINE OF
SAID BLOCK 102;
THENCE SOUTH 01°25'35" WEST ALONG SAID EAST LINE A DISTANCE OF
19.69 FEET;



NORTH 88°31'31" WEST 63.56 FEET;
THENCE SOUTH 10°34'41" EAST 2.10 FEET;
THENCE SOUTH 77°26'32" WEST 8.03 FEET;
THENCE NORTH 25°01'25" WEST 0.38 FEET;
THENCE SOUTH 75°59'59" WEST 1.05 FEET;
THENCE SOUTH 12°11'34" EAST 6.39 FEET;
THENCE SOUTH 75°23'49" WEST 24.18 FEET;
THENCE SOUTH 73°13'35" WEST 17.38 FEET;
THENCE SOUTH 20°16'57" EAST 8.97 FEET TO THE BEGINNING OF A
NON-TANGENTIAL CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF
298.90 FEET, A CENTRAL ANGLE OF 03°36'59", AND TO WHICH A
RADIAL LINE BEARS NORTH 20°16'57" WEST;
THENCE SOUTHWESTERLY ALONG SAID CURVE A DISTANCE OF 18.87
FEET;
THENCE SOUTH 34°39'14" EAST 4.28 FEET;
THENCE SOUTH 26°31'44" EAST 5.81 FEET;
THENCE NORTH 70°37'08" EAST 4.99 FEET;
THENCE SOUTH 19°05'10" EAST 6.20 FEET;
THENCE NORTH 73°03'17" EAST 4.86 FEET TO THE BEGINNING OF A
NON-TANGENTIAL CURVE, CONCAVE WEST, HAVING A RADIUS OF 57.36
FEET, A CENTRAL ANGLE OF 40°46'58", AND TO WHICH A RADIAL LINE
BEARS NORTH 74°26'44" EAST;
THENCE SOUTHERLY ALONG SAID CURVE A DISTANCE OF 40.83 FEET TO
THE BEGINNING OF A NON-TANGENTIAL CURVE, CONCAVE NORTHEAST,
HAVING A RADIUS OF 338.99 FEET, A CENTRAL ANGLE OF 10°29'05",
AND TO WHICH A RADIAL LINE BEARS SOUTH 19°42'16" WEST;
THENCE SOUTHEASTERLY ALONG SAID CURVE A DISTANCE OF 62.03
FEET;
THENCE SOUTH 09°13'11" WEST 17.22 FEET;
THENCE SOUTH 00°33'47" EAST 5.46 FEET;
THENCE SOUTH 88°54'30" EAST 1.01 FEET TO THE BEGINNING OF A
NON-TANGENTIAL CURVE, CONCAVE SOUTH, HAVING A RADIUS OF 32.68
FEET, A CENTRAL ANGLE OF 21°02'49", AND TO WHICH A RADIAL LINE
BEARS NORTH 01°32'03" WEST;

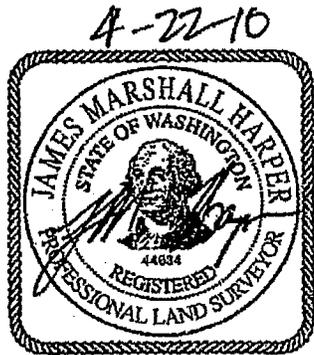
THENCE EASTERLY ALONG SAID CURVE A DISTANCE OF 12.00 FEET TO
THE BEGINNING OF A NON-TANGENTIAL CURVE, CONCAVE NORTH, HAVING
A RADIUS OF 32.02 FEET, A CENTRAL ANGLE OF 29°19'01", AND TO
WHICH A RADIAL LINE BEARS SOUTH 15°24'03" WEST;
THENCE EASTERLY ALONG SAID CURVE A DISTANCE OF 16.38 FEET TO
THE BEGINNING OF A NON-TANGENTIAL CURVE, CONCAVE SOUTH, HAVING
A RADIUS OF 30.97 FEET, A CENTRAL ANGLE OF 16°23'22", AND TO
WHICH A RADIAL LINE BEARS NORTH 14°50'14" WEST;
THENCE EASTERLY ALONG SAID CURVE A DISTANCE OF 8.86 FEET;
THENCE SOUTH 88°54'06" EAST 9.29 FEET;



THENCE NORTH 01°51'48" EAST 5.59 FEET; TO A POINT ON THE NORTH
LINE OF SAID LOT 5;
THENCE SOUTH 88°32'52" EAST ALONG SAID NORTH LINE, A DISTANCE
OF 4.68 FEET TO THE EAST LINE OF SAID BLOCK 102;
THENCE SOUTH 01°25'35" WEST ALONG SAID EAST LINE A DISTANCE OF
16.15 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCELS AS A WHOLE, LESS EXCEPTIONS,
CONTAINING 20,839 SQUARE FEET (0.4784 ACRE), MORE OR LESS;

SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.



LAKE UNION III LLC
PUBLIC USE AREA
JAMES M HARPER, P.L.S.
BRH JOB NO. 2005131.01
APRIL 22, 2010

BUSH, ROED & HITCHINGS, INC.
2009 MINOR AVENUE EAST
SEATTLE, WA 98102
(206) 323-4144



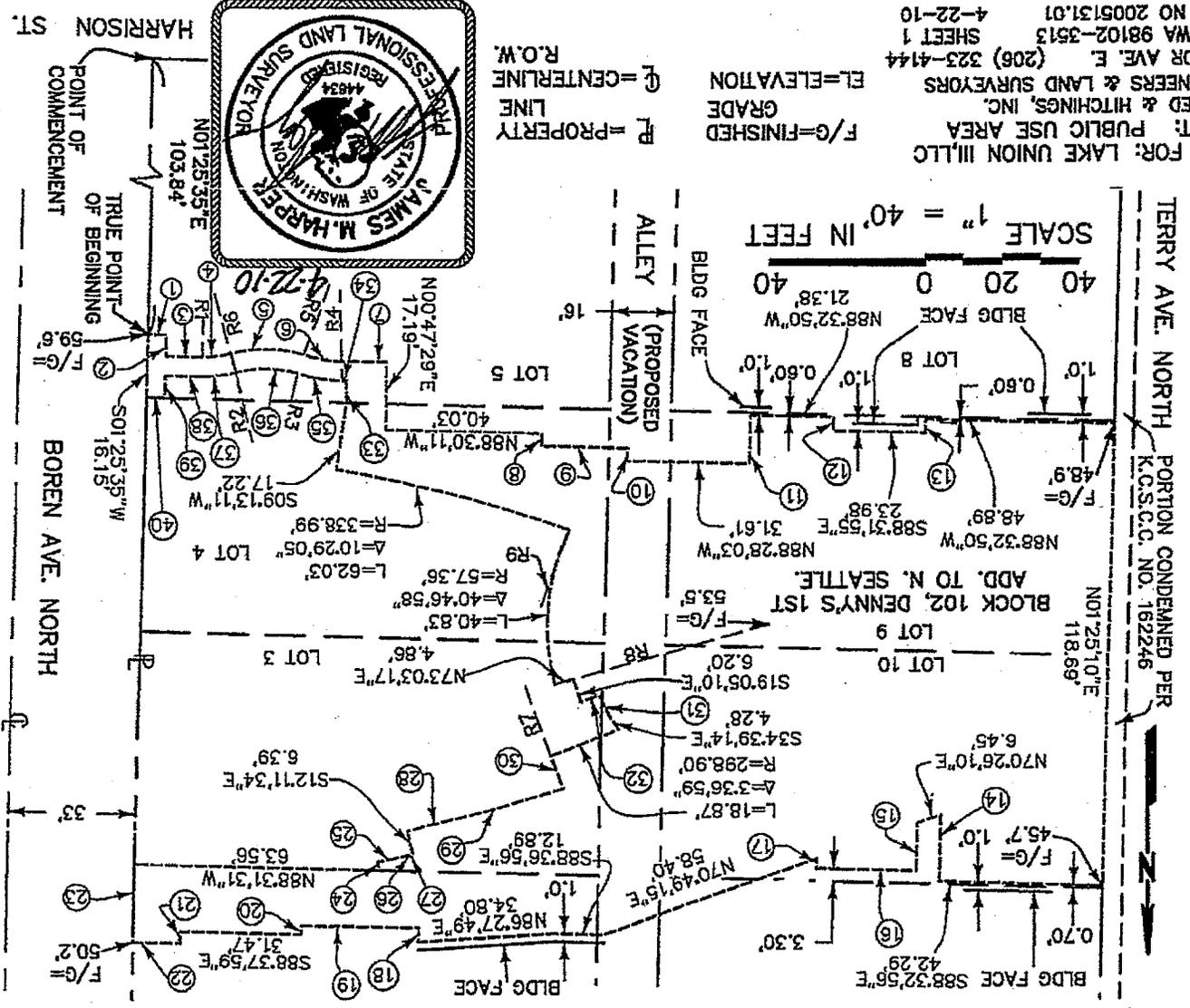


VERTICAL DATUM: NAVD88

ORIGINATING BENCHMARK: COS
#36580102, 2" BRASS DISK IN CONC.
WALK AT NW CORNER OF WESTLAKE
AVE N. AND THOMAS ST. EL.=54.26'

PREPARED FOR: LAKE UNION III, LLC
PROJECT: PUBLIC USE AREA
BUSH, ROED & HITCHINGS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
2009 MINOR AVE. E. (206) 323-4144
SEATTLE, WA 98102-3513
BRH JOB. NO 2005131.01 4-22-10

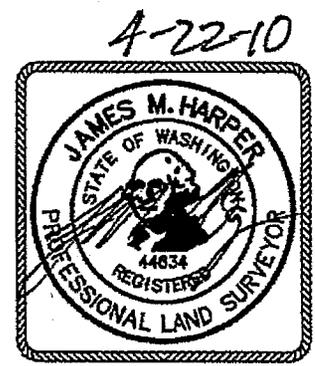
F/G=FINISHED GRADE
EL=ELEVATION
CL=CENTERLINE
PL=PROPERTY LINE
R.O.W.



- (R1) N01°35'39"E
- (R2) S13°59'04"E
- (R3) S15°24'03"W
- (R4) N01°32'03"W
- (R5) N19°51'20"E
- (R6) N14°50'14"W
- (R7) N20°16'57"W
- (R8) N74°26'44"E
- (R9) S19°42'16"W
- (R10) S46°54'59"W
- (R11) S11°10'38"W
- (R12) N22°29'34"E
- (R13) N17°44'02"W

- (1) N88°11'12"W
4.66'
- (2) N00°04'13"E
5.53'
- (3) N88°54'06"W
9.21'
- (4) L=7.48'
Δ=16°30'41"
R=25.97
- (5) L=19.18'
Δ=29°41'05"
R=37.02
- (6) L=10.44'
Δ=21°37'02"
R=27.68
- (7) N88°54'30"W
11.61'
- (8) N02°52'46"E
3.05'
- (9) N88°21'19"W
22.27'
- (10) N01°26'32"E
3.12'
- (11) S01°56'06"W
12.31'
- (12) N01°55'42"E
3.47'
- (13) S01°55'41"W
3.47'
- (14) S01°16'00"W
17.19'
- (15) N01°47'58"E
12.28'
- (16) S88°32'56"E
25.94'
- (17) S00°47'06"W
2.39'
- (18) S00°39'00"W
3.58'
- (19) S88°45'00"E
30.55'
- (20) N05°06'48"E
2.23'
- (21) N00°03'00"W
2.93'
- (22) S88°53'50"E
11.88'
- (23) S01°25'35"W
19.69'
- (24) S10°34'41"E
2.10'
- (25) S77°26'32"W
8.03'
- (26) N25°01'25"W
0.38'
- (27) S75°59'59"W
1.05'
- (28) S75°23'49"W
24.18'
- (29) S73°13'35"W
17.38'
- (30) S20°16'57"E
8.97'
- (31) S26°31'44"E
5.81'
- (32) N70°37'08"E
4.99'
- (33) S00°33'47"E
5.46'
- (34) S88°54'30"E
1.01'
- (35) L=12.00'
Δ=21°02'49"
R=32.68'
- (36) L=16.38'
Δ=29°19'01"
R=32.02'
- (37) L=8.86'
Δ=16°23'22"
R=30.97'
- (38) S88°54'06"E
9.29'
- (39) N01°51'48"E
5.59'
- (40) S88°32'52"E
4.68'

PREPARED FOR: LAKE UNION III, LLC
 PROJECT: PUBLIC USE AREA
 BUSH, ROED & HITCHINGS, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 2009 MINOR AVE. E. (206) 323-4144
 SEATTLE, WA 98102-3513 SHEET 2
 BRH JOB. NO 2005131.01 4-22-10



FISCAL NOTE FOR NON-CAPITAL PROJECTS

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

Legislation Title:

AN ORDINANCE vacating the alley in Block 102, D. T. Denny's First Addition to North Seattle on the petition of Lake Union III LLC, a Washington limited liability company; and accepting a Property Use and Development Agreement as reflected in Clerk File 304098.

Summary of the Legislation:

This Council Bill completes the vacation process for the alley in Block 102, D.T. Denny's First Addition to North Seattle, on the petition of Lake Union III LLC, a Washington limited liability company (the "Petitioner") and accepts a Property Use and Development Agreement ("PUDA") in connection with the alley vacation.

Background:

This project in Block 102 is part of a larger development project encompassing six blocks. Alley vacation petitions were submitted for three of the six blocks that facilitate this development project for Amazon.com's new global headquarters.

The Petitioner sought vacation of the alley in Block 102, D.T. Denny's First Addition to North Seattle, bordered by Republican Street, Boren Avenue North, Harrison Street, and Terry Avenue North in the South Lake Union neighborhood to facilitate a full block development for this project.

On September 16, 2002, the City Council voted to conditionally grant the Petitioner's petition to vacate a portion of the alley. In 2007, the City Council granted the Petitioner an extension of time to complete the development project. The Petitioner subsequently developed two new office buildings consisting of a five-story building and a four and 1/2 story building, a 24,000 square foot plaza, and three levels of below grade parking. The Petitioner also retained a portion of the Van Vorst building which is designated as an historic landmark.

To meet its public benefit requirement, the Petitioner has incorporated a publically accessible plaza of approximately 24,000 square feet which includes pavers, landscaping, seating and artwork. Community events are planned for the plaza. The PUDA provides that the plaza remain open and accessible to the public. Additionally, the Petitioner developed street improvements consistent with the Terry Avenue North Street Design Guidelines (Seattle



Department of Transportation Director's Rule 3-05).

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?

Yes. This legislation does not accept or appropriate funds. The Seattle Department of Transportation received a vacation fee of \$1,150,000 in 2010, at which time 50 percent was deposited in the CRS Unrestricted Subaccount and 50 Percent in the CRS Street Vacation Subaccount.

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 the Petitioner meets all the conditions imposed by the Council and the vacation fee has been paid. The Petitioner has met all the conditions and paid the vacation fee. Therefore, by not implementing this legislation, the City would be in violation of its obligations, which could have financial implications.

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

No. As part of the initial vacation review process, all interested departments are notified of the vacation petition and asked to comment. All issues must be resolved prior to the approval of the final legislation

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?



Beverly Barnett
SDOT Lake Union III LLC Alley Vacation FISC
November 07, 2011
Version #3

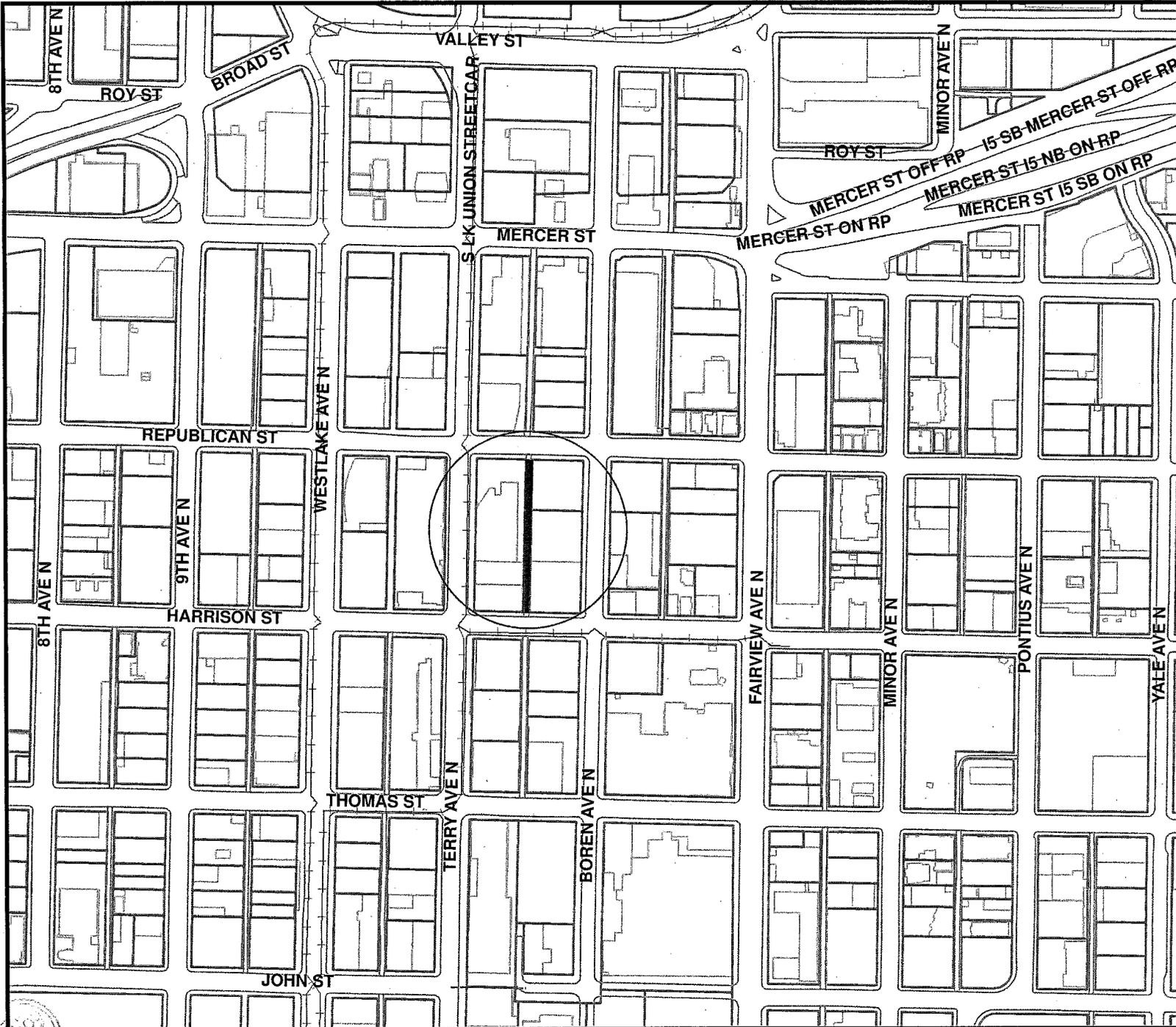
Yes, it completes the vacation of right of way.

h) Other Issues:

List attachments to the fiscal note below:

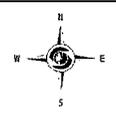
Attachment A: Street Vacation Map.





Alley Vacation
 Block 102
 DT Denny's First
 Addition to N Seattle
 CF 304098
 Petitioner:
 City Investors Inc.

 Vacation Area
 5,760 SF



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 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 : August 2011
 AUTHOR : Street Vacations



Alley Vacation of Block 102 D.T. Denny's First Addition to North Seattle

*For illustrative purposes only and is not intended to modify anything in the legislation.



City of Seattle
Office of the Mayor

November 27, 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 Lake Union III LLC, a Washington limited liability company that currently owns all the property abutting the alley (Petitioner). The Petitioner sought to vacate the alley in Block 102, D.T. Denny's First Addition to North Seattle in the South Lake Union neighborhood to facilitate a full block development that encompasses a portion of Amazon.com's new global headquarters.

On September 16, 2002, the City Council voted to conditionally grant the Petitioner's petition to vacate a portion of the alley. In 2007, the City Council granted the Petitioner an extension of time to complete the development project and approved some design modifications. The Petitioner subsequently developed two new office buildings consisting of a five-story building and a four and one-half story building, a 24,000 square foot plaza, and three levels of below grade parking. The Petitioner also retained a portion of the Van Vorst building which is designated as an historic landmark.

To meet its public benefit requirement, the Petitioner has incorporated a publically accessible plaza of approximately 24,000 square feet which includes special pavers, landscaping, seating, and artwork. Community events are planned for the plaza. Additionally, the Petitioner developed street improvements consistent with the Terry Avenue North Street Design Guidelines (Seattle Department of Transportation Director's Rule 3-05).

The proposed legislation facilitates South Lake Union's transformation into a vital innovative neighborhood. 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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