



# Broad Street Vacation Petition

May 2015 |

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## List of Attachments

Attachment 1	Signed Petition Form
Attachment 2	Vacation Legal Description

# 1. Project Introduction

The Seattle Department of Transportation (SDOT) is requesting vacation of the Broad Street right-of-way between Dexter Avenue North and Ninth Avenue North, a small area of Mercer Street adjacent to the Broad Street right-of-way near the northeast corner of the intersection of Mercer Street and Dexter Avenue North, and any remaining Eighth Avenue North right-of-way between Mercer and Roy streets across the Broad Street right-of-way. This right-of-way is no longer needed, or used, for transportation purposes because of changes to the transportation network constructed under the Mercer Corridor Project.

SDOT owns all property adjacent to the Broad Street right-of-way and is proposing to:

1. Vacate the right-of-way to consolidate all property on the block between Mercer Street, Roy Street, Dexter Avenue North, and Ninth Avenue North (the Broad Street Property), and
2. Sell the property for development consistent with the underlying zoning and neighborhood plans.

This is not the standard approach for a street vacation. Vacating Broad Street to consolidate all property for sale will help ensure that the City receives the maximum value for the property and that the full value of the block is realized when the property is sold. The City will use the proceeds from the sale of the property to fund the Mercer Corridor Project West Phase improvements. Under this approach, a development proposal for the site is not included with the petition. The purchaser will be responsible for developing the site under the existing zoning and related development regulations and including the conditions assigned under the street vacation.

Broad Street was platted in 1926 at a diagonal against the traditional street grid. In 1955, the City constructed improvements that grade separated Broad Street from Mercer Street, Dexter Avenue North and Aurora Avenue North by lowering Broad Street where it crosses under these streets and portions of the area proposed for vacation.

SDOT closed Broad Street between Fifth Avenue North and Ninth Avenue North in 2014, including this site, to implement the City's plan to build the Mercer Corridor Project and connect the street grid between the South Lake Union and Uptown urban centers. Mercer Street has been widened to convert it from a four-lane, one-way street to a seven-lane, two-way street. The SR 99 Tunnel Project will connect three streets – John, Thomas, and Harrison - across Aurora Avenue North in this area. The plan includes the closure of Broad Street between Fifth Avenue North and Ninth Avenue North, because Broad Street disrupts the new street grid and is functionally redundant with the Mercer Corridor and surface street improvements.

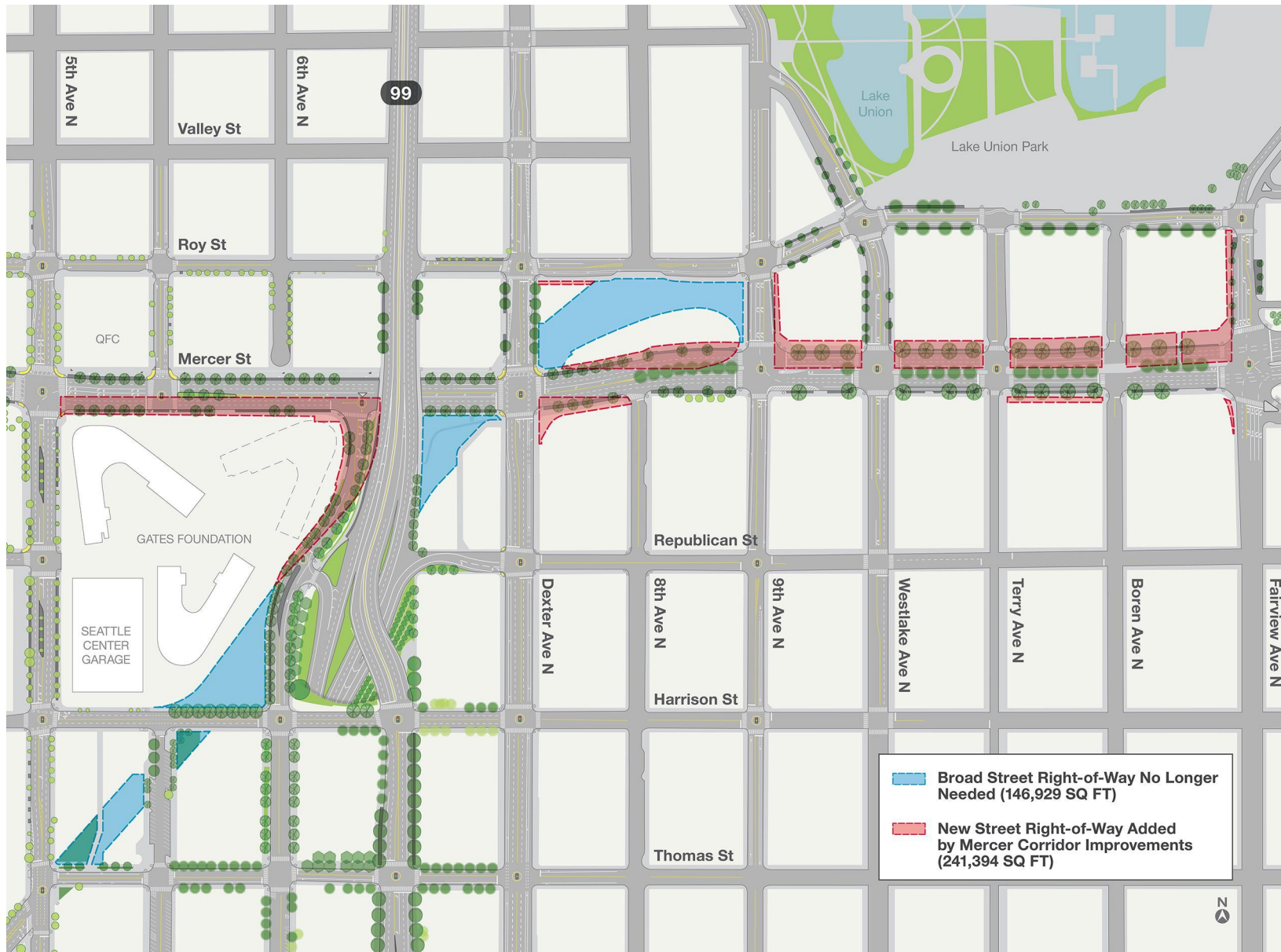
The future transportation improvements in the Mercer Corridor and North Portal area are shown in Figure 1-1. New right-of-way acquired for the Mercer Corridor Project (approximately 241,000 square feet) is high-lighted in pink, and Broad Street right-of-way no longer in use (approximately 147,000 square feet) is high-lighted in blue. Included in Figure 1-1 is the Broad Street Triangle that was vacated in 2012 (Ordinance 123955) and the new Sixth Avenue North right-of-way that was received as fee for the Broad Street Triangle vacation. The Mercer Corridor Improvements will be complete in the fall of 2015. North Portal improvements will be completed after the SR 99 Tunnel project is completed.

Given the close relationship between the Mercer Corridor Project improvements and the closure of Broad Street, the City's budget for the Mercer Corridor Project includes \$30.2 Million from the sale of surplus SDOT properties in the Mercer Corridor Project area (Ordinance 124648). In September 2012, SDOT presented a funding plan for the Mercer West Project to the City Council in response to a 2012 budget proviso. The proposed funding plan included \$32.6 Million in proceeds from the sale of surplus properties in the Mercer Corridor area, including \$2 Million from sale of a SDOT maintenance yard. The City Council adopted Ordinance 123992, lifting the budget proviso and endorsing the proposed funding plan. The sale of the Broad Street Property, including the Broad Street right-of-way and adjacent SDOT parcels, is necessary to meet the project's funding obligation.

The decision to request the Broad Street vacation now and with a non-standard approach is driven by the funding needs for the Mercer West Project. Sale of the non-right-of-way parcels on the block alone will not fully fund the Mercer West Project. If only the non-right-of-way parcels were sold, the City would realize an

estimated \$17 Million for the non-right-of-way parcels in the near-term. However, the City would not receive payment for the right-of-way, which is approximately 58 percent of the total Broad Street Property area, and finance costs on an interfund loan would continue to accrue until the future owner of the adjacent properties completes the street vacation, develops the full site, and satisfies all conditions of the street vacation.

**Figure 1-1 Broad Street ROW, Mercer Corridor Project, and SR 99 Tunnel Portal**



## 2. Street Vacation Checklist Elements

### 1. FILING FEES

\$450.00 provided separately.

### 2. REQUIRED SIGNATURES

The signed vacation petition form accompanies this document (Attachment 1).

### 3. COMMUNITY INFORMATION

SDOT discussed and presented the permanent closure of Broad Street as part of the Mercer Corridor improvements at neighborhood meetings and open houses for the general public during the design phase of the Mercer West Project – 2010 through 2012. Community organizations reached include:

- South Lake Union Community Council
- South Lake Union Chamber of Commerce
- Queen Anne Community Council
- Uptown Alliance
- Queen Anne Chamber of Commerce
- Lake Union District Council
- Magnolia Queen Anne District Council
- Mercer Corridor Stakeholder Committee

Recently, SDOT presented the proposal to vacate Broad Street between Dexter Avenue North and Ninth Avenue North to the following neighborhood and stakeholder organizations in 2015:

Organization	Date(s) of Pubic Event	Contact
Mercer Corridor Stakeholder Committee	February 12, 2015	Phil Fujii 206.342.2396 PhilF@vulcan.com
South Lake Union Community Council	March 3 2015 April 7, 2015	Mike McQuaid 206.683.8988 <a href="mailto:info@SLUCommunityCouncil.org">info@SLUCommunityCouncil.org</a>

#### 4. DEVELOPMENT TEAM

The following team is assembled to prepare the street vacation petition and support the community, department, agency, and City Council process for this street vacation petition process:

	Firm-Agency	Point of Contact
Owner	City of Seattle Department of Transportation 700 5th Avenue, Suite 1868 PO Box 94729 Seattle, WA 98124-4996	Eric Tweit 206-684-8834 Eric.Tweit@seattle.gov
Engineer	KPFF Consulting Engineers 1601 5th Avenue, Suite 1600 Seattle, WA 98101	John McMillan, P.E. 206-622-5822 john.mcmillan@kpff.com
Architect	The SRG Partnership 110 Union Street Suite 300 Seattle, WA 98101	Dennis Haskell 206-973-1700 dhaskell@srgpartnership.com

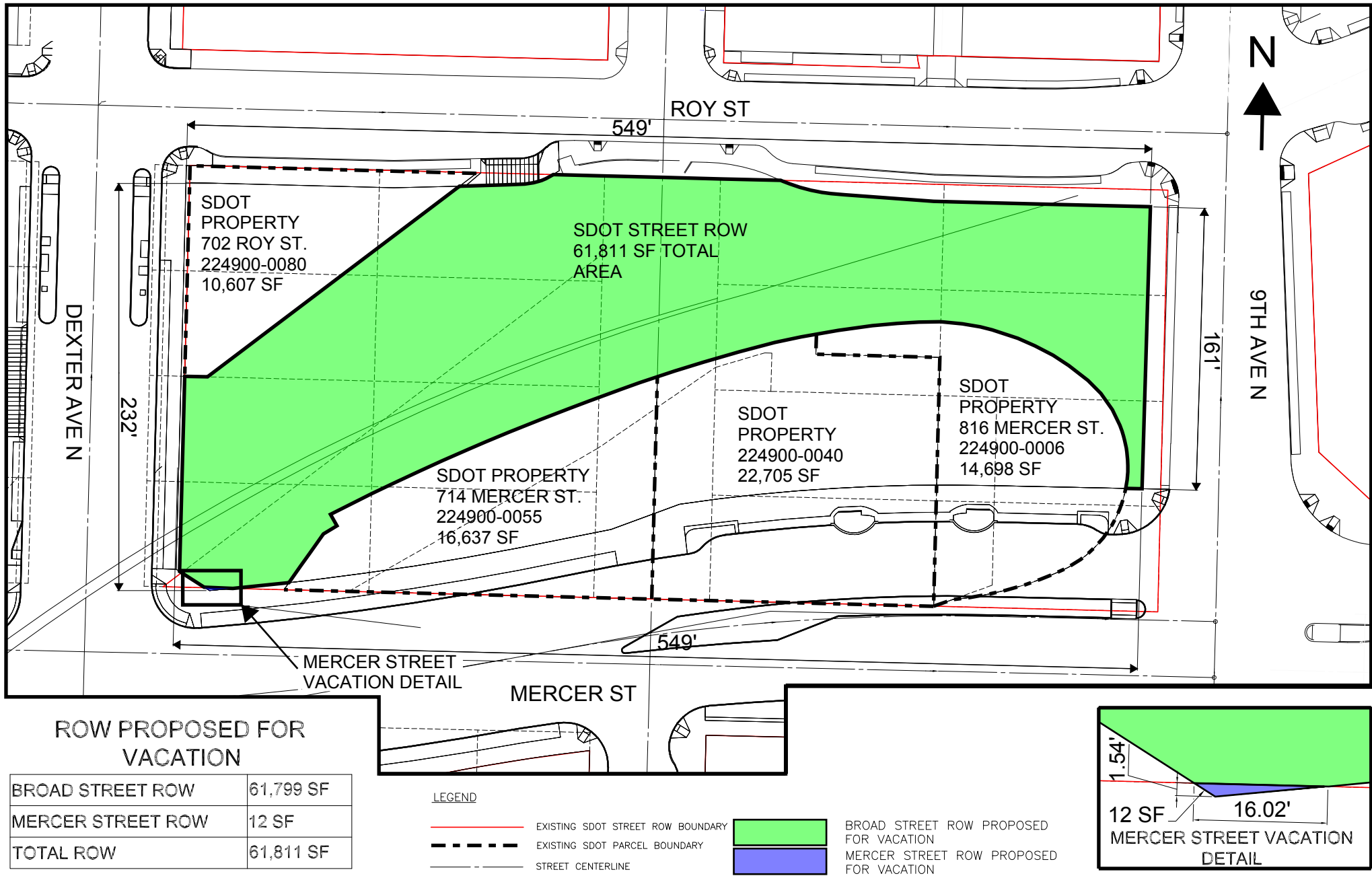
#### 5. RIGHT-OF-WAY PROPOSED FOR VACATION

The right-of-way proposed for vacation includes:

- Broad Street between Dexter Avenue North and Ninth Avenue North,
- A small area (12 square feet) of Mercer Street adjacent to the Broad Street ROW near the northeast corner of the intersection of Mercer Street and Dexter Avenue North, and
- Any remaining Eighth Avenue North right-of-way between Mercer and Roy Streets across the Broad Street right-of-way.

The area is shown in Figure 2-1. A legal description of the ROW proposed for vacation is attached to this petition (Attachment 2).

# Figure 2-1 Right-of-Way Proposed for Vacation

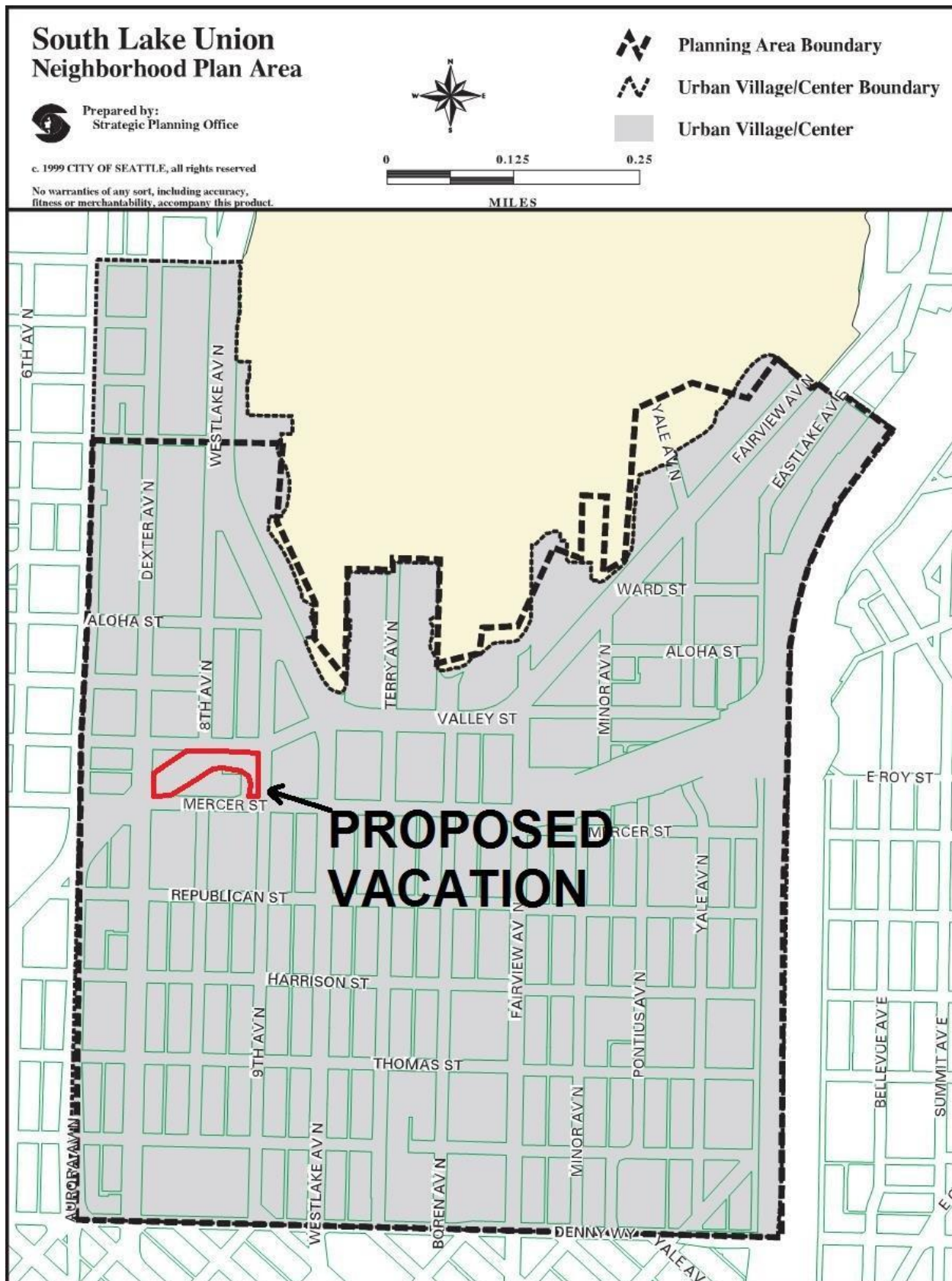




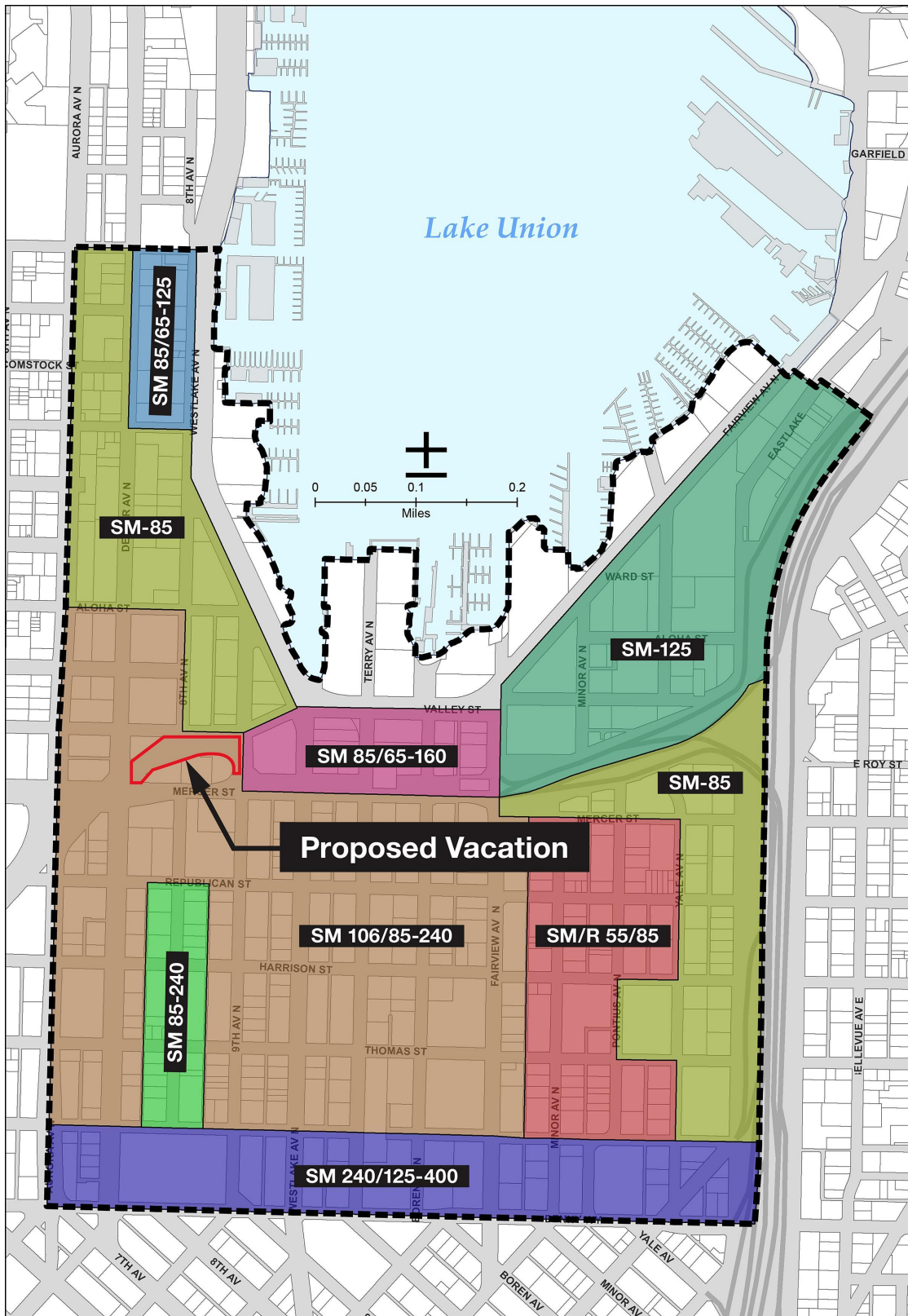
## 6. PROJECT LOCATION

Proposed Vacation Location Information	
Address	No address
Block Boundaries	Mercer Street, Roy Street, Dexter Avenue North, Ninth Avenue North
Neighborhood	South Lake Union
Neighborhood Planning Area	South Lake Union
Zoning (Broad Street Property block)	SM 160/85-240

## Figure 2-2: Project Location



**Figure 2-3: Zoning**



## **7. REASON FOR THE VACATION**

SDOT is requesting the street vacation to:

- 1) Consolidate all property and street right-of-way bounded by Mercer Street, Roy Street, Dexter Avenue North, and Ninth Avenue North (The Broad Street Property), and
- 2) Sell the Broad Street Property to meet the Mercer West Project's funding obligation.

The vacation of Broad Street will effectively double the potential developable area on the block and allow development on the site to meet the goals and objectives of the Comprehensive Plan and the South Lake Union Neighborhood Plan. This petition does not propose a development design for the Broad Street Property, but does recognize the site's overall development potential is much higher with the street vacation. Section 16 of this document includes conceptual building envelope scenarios on the Broad Street Property under the existing zoning.

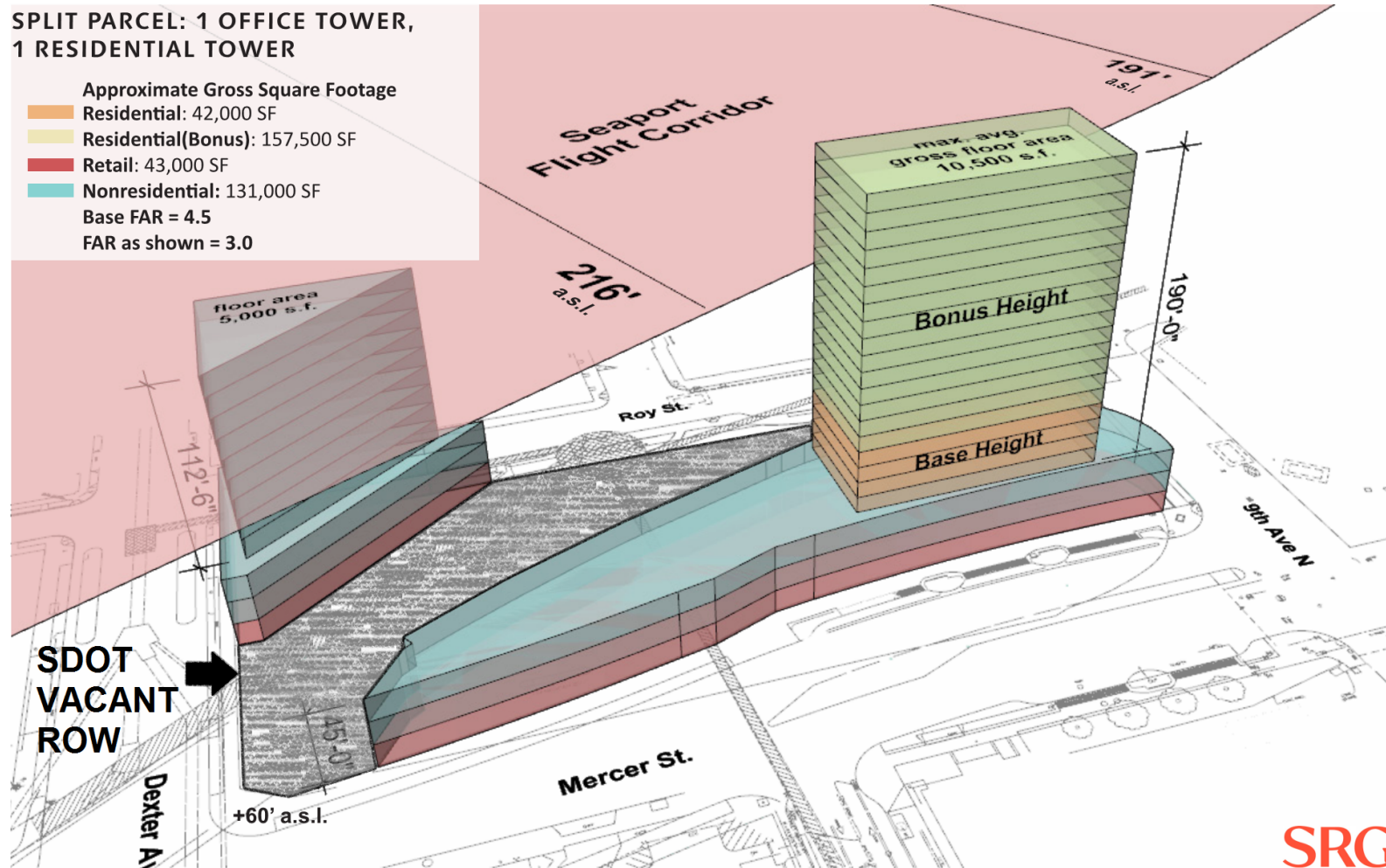
### **No Vacation Alternative**

Under the No Vacation Alternative, approximately forty percent of the Broad Street Property block could be developed. Due to the irregular nature of the existing parcels and their relatively small sizes, potential building development would likely result in non-typical building shapes and potentially restrict the construction of underground parking facilities, likely reducing the realistic and feasible development opportunity of the Broad Property. While the zoning code suggests approximately 400,000 square feet of development could occur within the existing property, the realistic development potential of the four existing parcels may be less, given the small parcel sizes and irregular shape.

Figures 2-4 and 2-5 illustrate potential building envelopes without a street vacation.

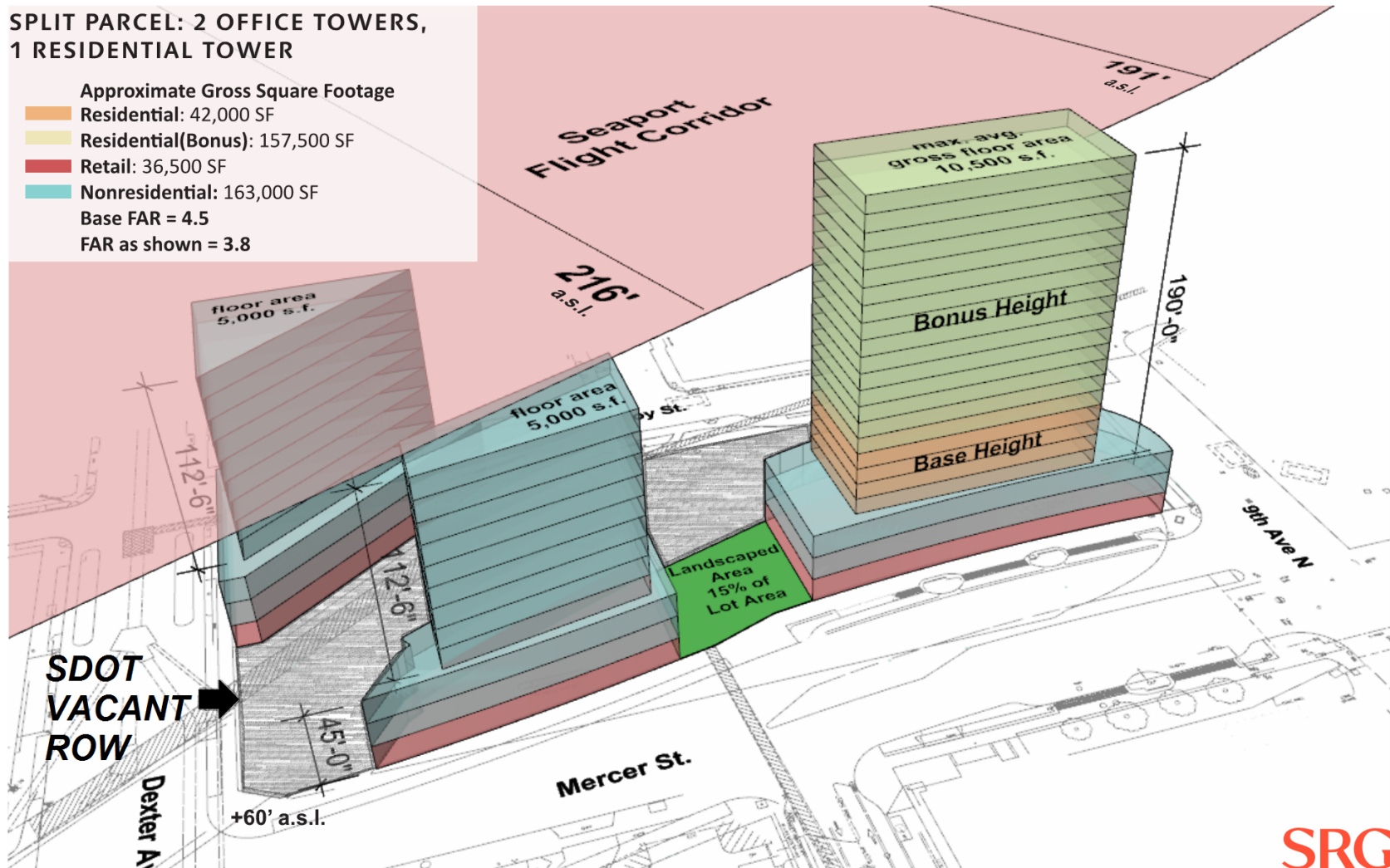


**Figure 2-4: No Vacation Alternative-Potential Building Envelope (Scenario 1)**



Code permitted development is likely economically unfeasible due to the property parcel layouts.

**Figure 2-5: No Vacation Alternative-Potential Building Envelope (Scenario 2)**



Code permitted development is likely economically unfeasible due to the property parcel layouts.

## **8. PROJECT DESCRIPTION**

SDOT is currently using the Broad Street Property as a storage and staging area for the Mercer West Project. The project's use of the site will end in late 2015.

SDOT will establish a north-south through-block connector to provide open space and pedestrian access through the site. The through-block connector will be aligned with Eighth Avenue North to the north of Roy Street and to the south of Mercer Street to visually break up the site and match the surrounding street grid. The pedestrian and open space area will be a minimum of thirty feet wide. A twenty-foot wide paved access roadway, adjacent to the pedestrian and open space connector, will provide access to parking on the site. The purchase and sale agreement will include requirements to complete the through-block improvements.

The purchaser will develop the site under existing zoning and City of Seattle development requirements, including design review. Potential uses on the site include residential, office, retail, and research and development. A recent Market Analysis completed by Kidder Mathews concludes that the site is highly attractive for office, residential, and life sciences uses and moderately favorable for retail. Each area on either side of the through-block connector could accommodate a 190-foot residential tower (if bonus conditions are met) over a 40-foot podium with retail at the street level. Alternatively, each could accommodate a 90-foot non-residential/office tower over the 40-foot podium. It is assumed that an additional 14,000 square feet of property will be set aside and improved as publicly accessible open space to meet zoning requirement for the residential towers. This may be adjacent to the through-block connector, increasing the open space through the middle of the site, or located elsewhere on the site.

## **9. OTHER LAND USE ACTIONS**

No other land use actions are proposed.

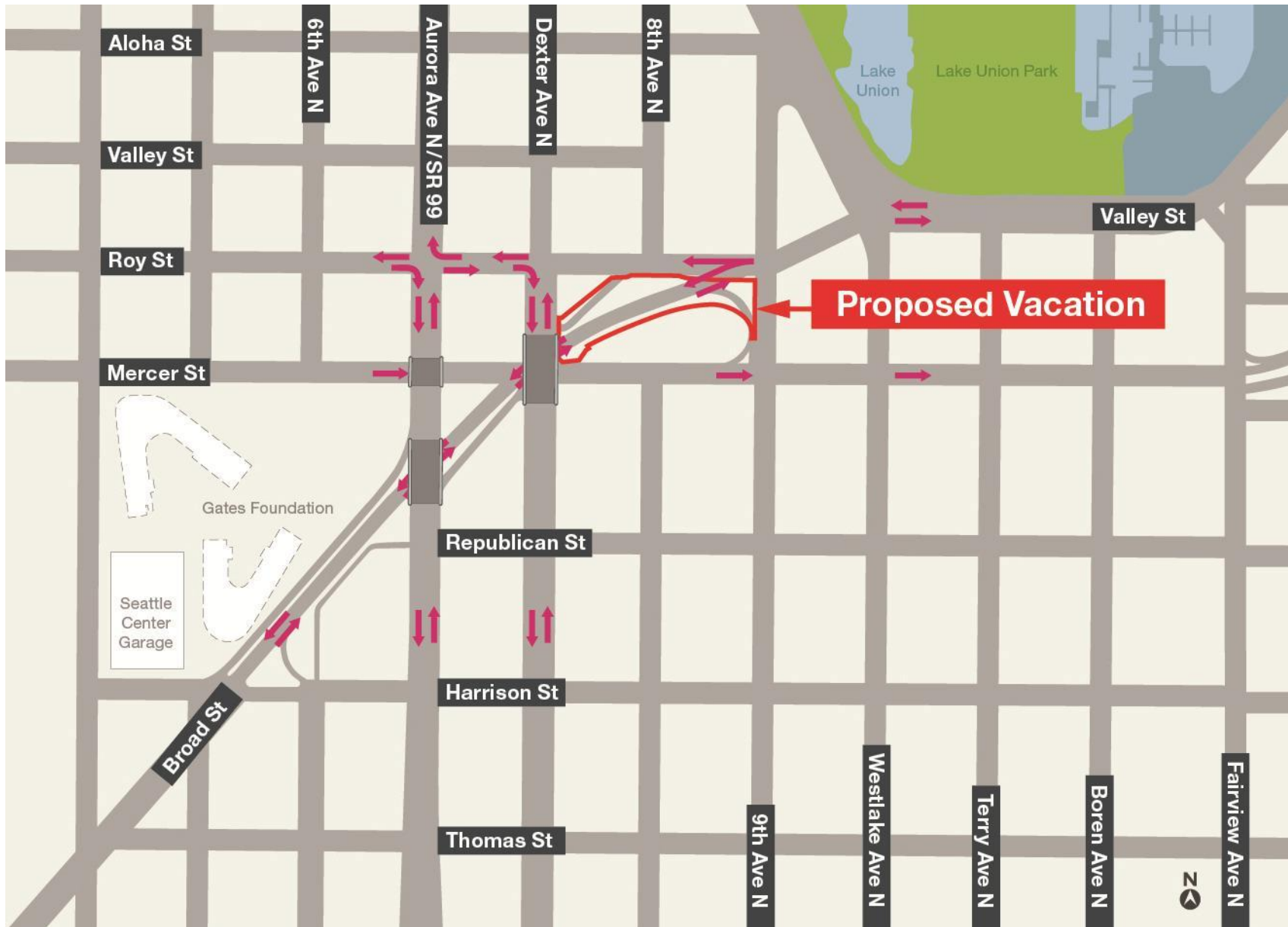
## **10. VACATION POLICIES/TRANSPORTATION IMPACTS**

Broad Street was permanently closed in 2014 as part of the Mercer West Project construction, and the street vacation will have no additional impacts to the transportation system. The Mercer Corridor Improvements Project Environmental Assessment and the Alaskan Way Viaduct Replacement EIS analyzed the transportation impacts related to the closure of Broad Street between Fifth Avenue North and Ninth Avenue North, along with the improvements to create a seven-lane, two-way Mercer Street.

Broad Street's diagonal configuration disrupted the typical urban street grid pattern (Figure 2-6). The Mercer West Project and SR 99 Tunnel Projects (Figure 2-7), which include the closure of Broad Street between Fifth Avenue North and Ninth Avenue North, are restoring the typical north-south, east-west street grid connecting South Lake Union to Uptown. The through block connector, proposed as a public benefit with this vacation, will further enhance the new street grid and improve pedestrian circulation in the neighborhood.

The purchaser of the Broad Street Property will be responsible for any required SEPA review associated with their specific development proposal on the site.

**Figure 2-6: Transportation Network Prior to the Mercer Corridor Project**





**Figure 2-7: Transportation Network post Mercer West and SR 99 Tunnel Projects**



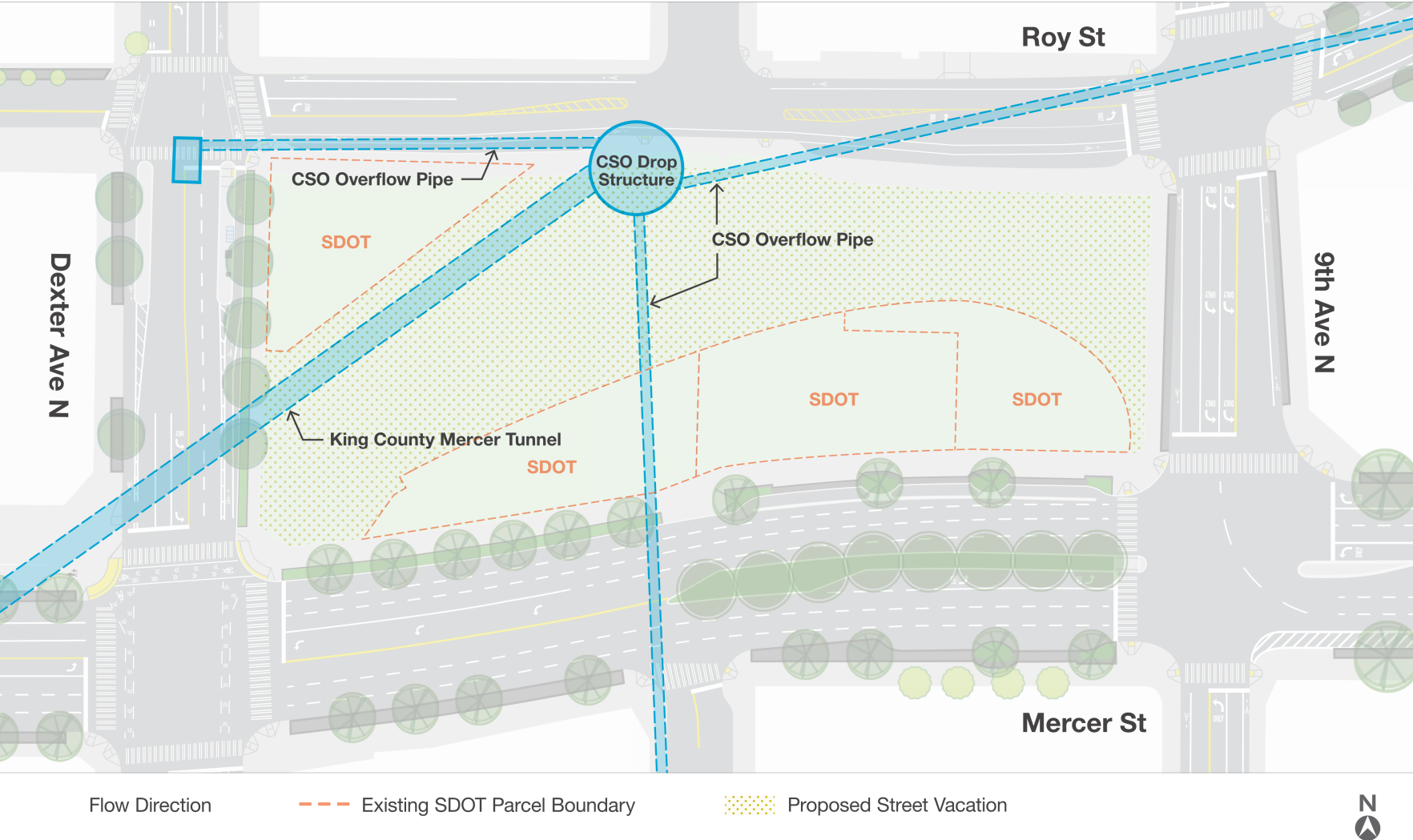
## **11. VACATION POLICIES/UTILITY IMPACTS**

Combined sewer overflow (CSO) utility infrastructure owned and maintained by King County is located within the Broad Street ROW (Figure 2-8). SDOT and King County are developing easements for this King County infrastructure within the eventual Broad Street Property parcels.

Seattle Public Utilities (SPU) owns two stormwater catch basins and a stormwater conveyance system within the Broad Street ROW. The use of these utilities was discontinued with the Mercer Corridor Project improvements. They will be removed to accommodate future development on the site.

Seattle City Light (SCL) owns an empty duct bank within the proposed vacation area as a result of Mercer West Project improvements. The duct bank runs north-south along the Eighth Avenue North corridor and will be abandoned by SCL when the Mercer West Project is completed.

**Figure 2-8: King County CSO Infrastructure within the Proposed Vacation Vicinity**



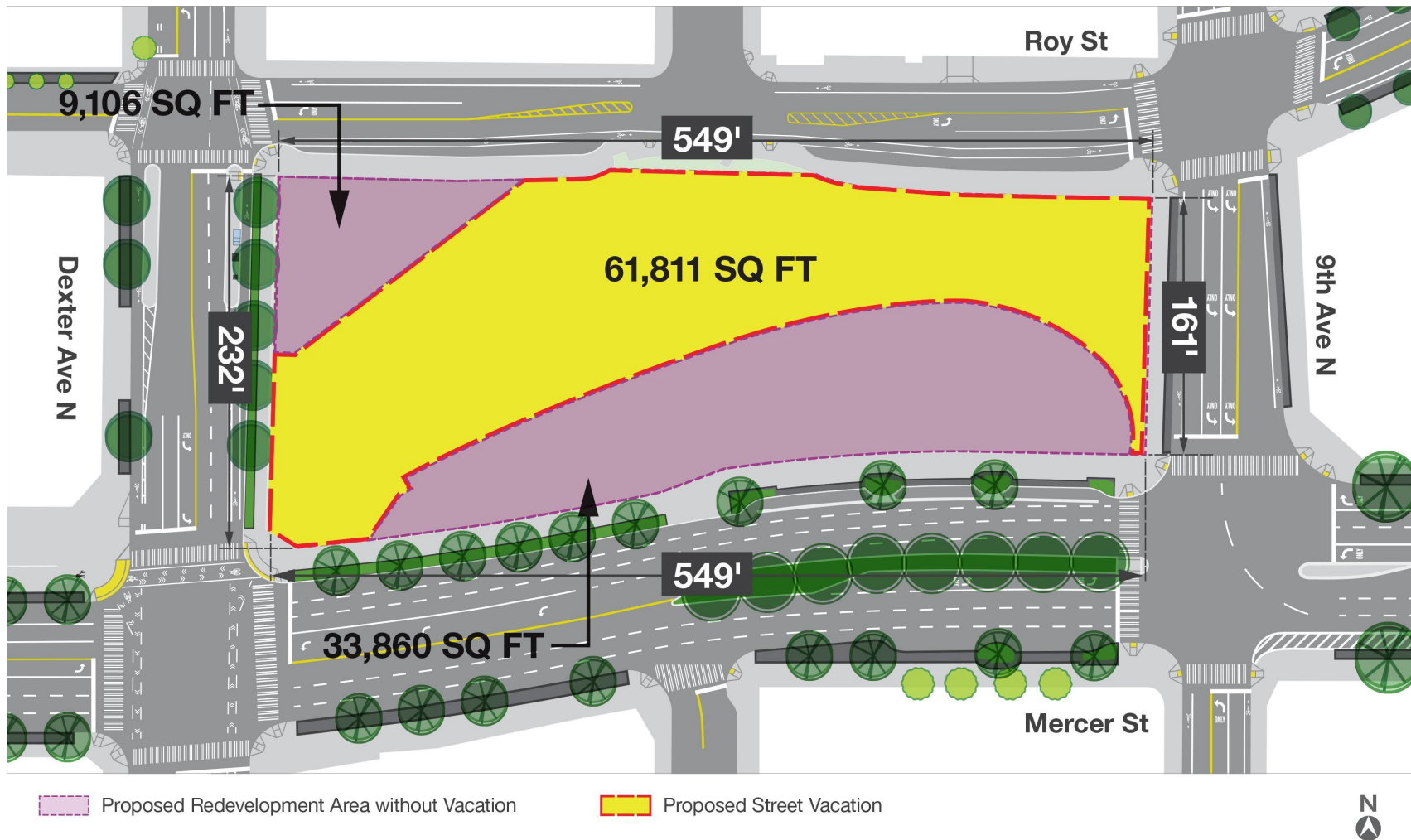
**12. VACATION POLICIES/LAND USE IMPACTS**

The street vacation will increase the development potential of the Broad Street Property, effectively doubling the developable area on the block (Figure 2-9 and 2-10). Fifty-eight percent of the site is now right-of-way. The existing parcels are small and irregular, limiting development potential without the street vacation.

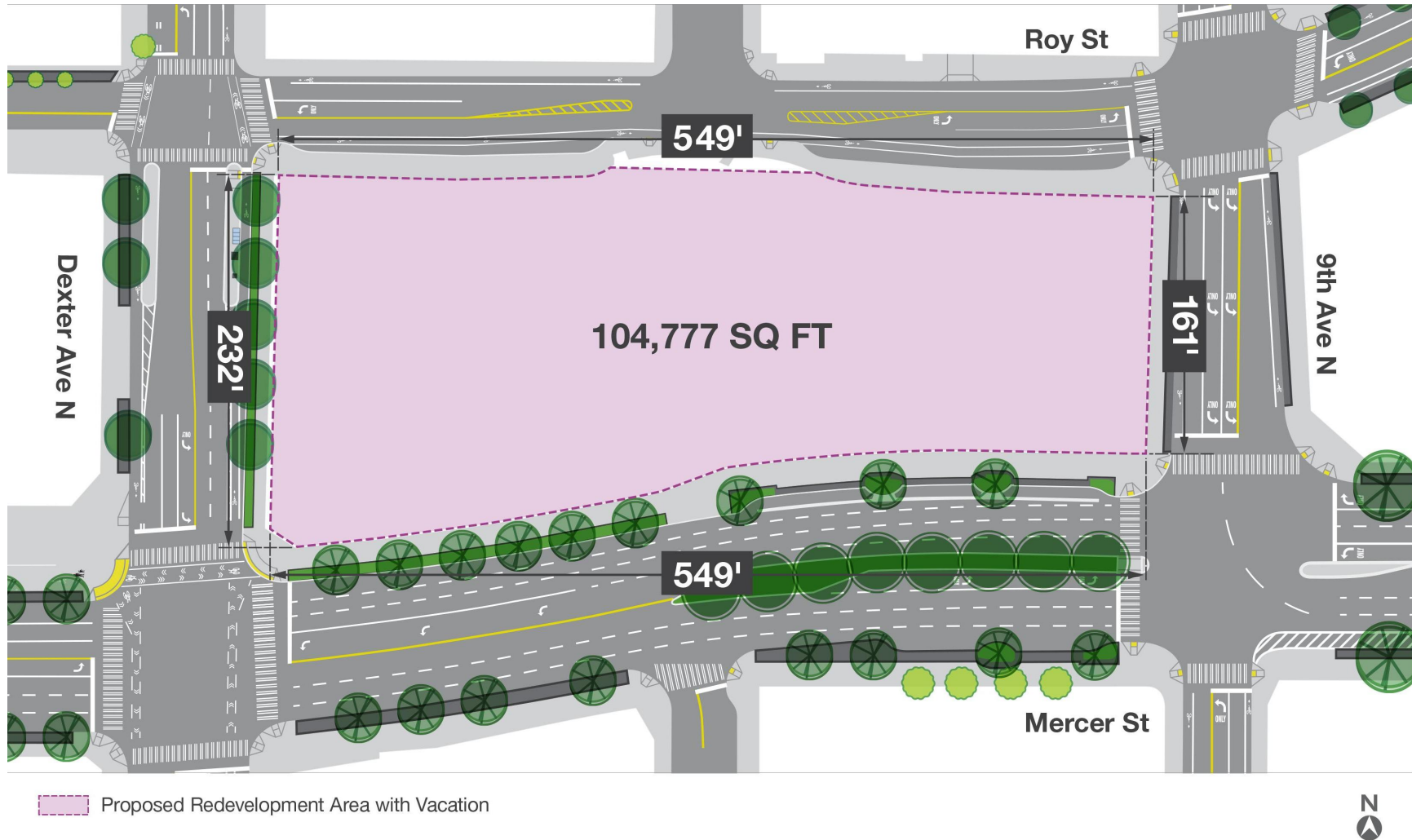
The street vacation will allow for development on the site that is consistent with the surrounding neighborhood character and allow for the through block connector, which will extend the Eighth Avenue North Corridor through the site to create typical street blocks for development and enhanced neighborhood circulation.

	Broad Street Property with Vacation	Broad Street Property without Vacation
Developable Parcel Area	104,777 Square Feet	42,966 Square Feet
Estimated Potential Building Square Footage (Code Allowable)	Approximately 700,000 Square Feet	Approximately 400,000 Square Feet

**Figure 2-9: Developable Area With No Vacation**



**Figure 2-10: Development Area with Vacation**



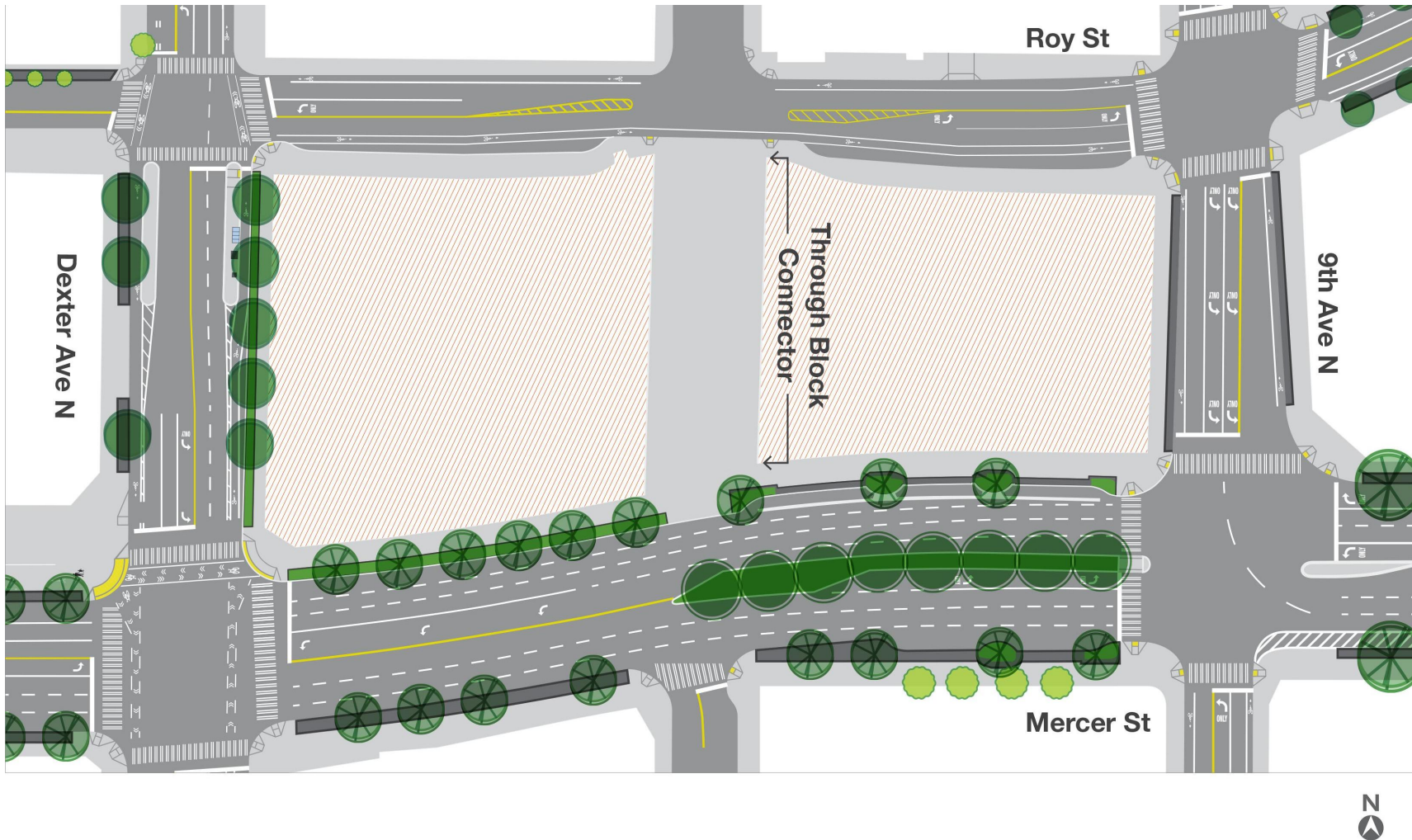
### **13. VACATION POLICIES/PUBLIC BENEFITS**

SDOT will establish a north-south through-block connector to provide open space and pedestrian access to and through the site (Figure 2-11). The through-block connector will be aligned with Eighth Avenue North to visibly break up the site and match the surrounding street grid. The purchase and sale agreement will include requirements to complete and maintain the through-block connector improvements.

SDOT will develop design guidelines for the construction of the through-block connector improvements, similar to the Street Concept Plan adopted for Eighth Avenue North between Denny Park and Republican Street, south of the Broad Street Property.



**Figure 2-11: Through Block Connector**





The through block improvements will provide urban design merit by:

- Helping to implement the South Lake Union Urban Design Framework Plan by constructing public access along the Eighth Avenue North alignment through the site.
- Creating a publically-accessible landscaped open space that will support additional housing and office development and be an asset to the neighborhood with an opportunity to create and support a civic venue.
- Reconnecting the street grid for pedestrians and providing vehicular access to the surrounding development.
- Creating an iconic urban place that enhances social interaction.

The Purchase and Sale agreement for the subsequent property sale will include a requirement to complete the through block improvements consistent with design guidelines developed by the City. The proposed guidelines may include:

- Space to be grade level with its surface to have textured paving material in the form of unit pavers or patterned concrete.
- Adjacent or integrated access roadway, no wider than 22 feet, at-grade with pedestrian walkways.
- Bollards may be used to separate pedestrian circulation and spaces from vehicle access drives.
- At least 50% of the area outside the 20-22 foot roadway shall be planted with ground cover and trees of a four-inch or greater caliper with a minimum of one tree per twenty-five square feet of site area.
- Design of the landscaped area to provide stormwater retention for the site will be encouraged.
- Places to comfortably and securely sit individually and gather socially with benches, stools, tables and chairs, low walls, steps, etc.
- Crime Prevention through Environmental Design (CPTED) standards shall be applied to assure maximum visual access and personal safety.
- Spaces to be completely integrated with surrounding buildings with potential for adjacent food service activities.
- Circulation and all site amenities to be completely ADA accessible per code.
- Public art or interactive water feature integrated with the landscape features.
- Nighttime area and pedestrian way lighting with shielded source fixtures.
- Demonstrated solar access throughout the site.

In addition to the new through block connector, the Mercer Corridor Project has provided substantial improvements to the transportation system that offset the loss of the Broad Street right-of-way. Closure of Broad Street is integral to the Mercer Corridor Project improvements. The additional right-of-way acquired and developed for the Mercer Corridor Project and the function of the new Mercer Street more than offsets the elimination of Broad Street right-of-way in this area.

Mercer Street, nearing completion, is now a two-way principal arterial street. The new westbound lanes on Mercer Street have replaced the function of Broad Street, which was previously the only westbound connection across SR 99. The Mercer Corridor Project has improved pedestrian access and circulation with wider sidewalks and landscaping on an improved neighborhood street grid. New sidewalks on Mercer Street along the south side of the Broad Street Property are twenty feet wide, including an eight-foot landscaped buffer zone. The project added bike lanes on Valley Street and Ninth Avenue North, and added bus islands on Dexter Avenue North to improve the separation between buses and bicycles.

**Figure 2-12: Through Block Connector Public Space Example**



**Figure 2-13: Through Block Connector Public Space Example**

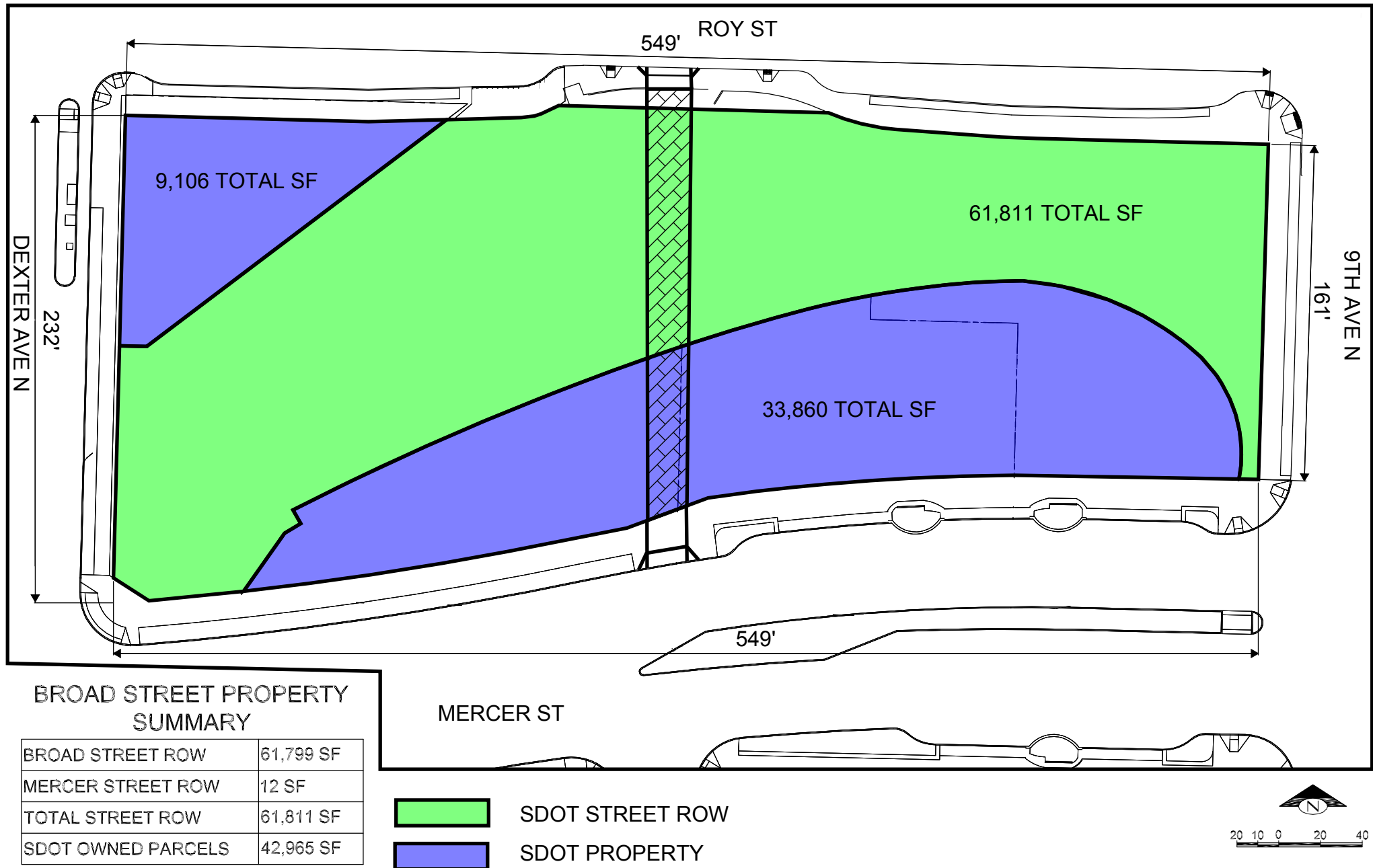


## 14. PUBLIC BENEFIT MATRIX

PUBLIC BENEFIT MATRIX	
Element	Description
Zoning Designation	SM 160/85-240.
Street Classification per Seattle Arterial Classifications Planning Map (2012)	Broad Street - Principal Arterial (Closed in 2014) Mercer Street and Ninth Avenue North- Principal Arterials Dexter Avenue North and Roy Street – Minor Arterials
Assessed Land Value	The SDOT Parcels are exempt from assessment per State law Estimated value of the SDOT Parcels, per a 2013 limited use appraisal - \$14.5 M.
Nearby Lease Rates	\$47 per Square Foot per year for full service new office space \$32 per Square Foot per year for retail space \$3.20 per Square Foot per month for apartment space \$47 per Square Foot per year (Triple Net) for Biotech/Lab space
Project Size	Not Applicable
Area to be Vacated	Broad Street – 61,799 Square Feet Mercer Street – 12 Square Feet Total – 61,811 Square Feet
Contribution of the vacation area to the development potential of the site	The street vacation will increase the developable area by 144% percent, from approximately 42,965 square feet to approximately 104,777 square feet.  This would increase the estimated maximum building potential of the site from approximately 400,000 square feet to approximately 700,000 square feet of building space.

## 15. SITE MAPS

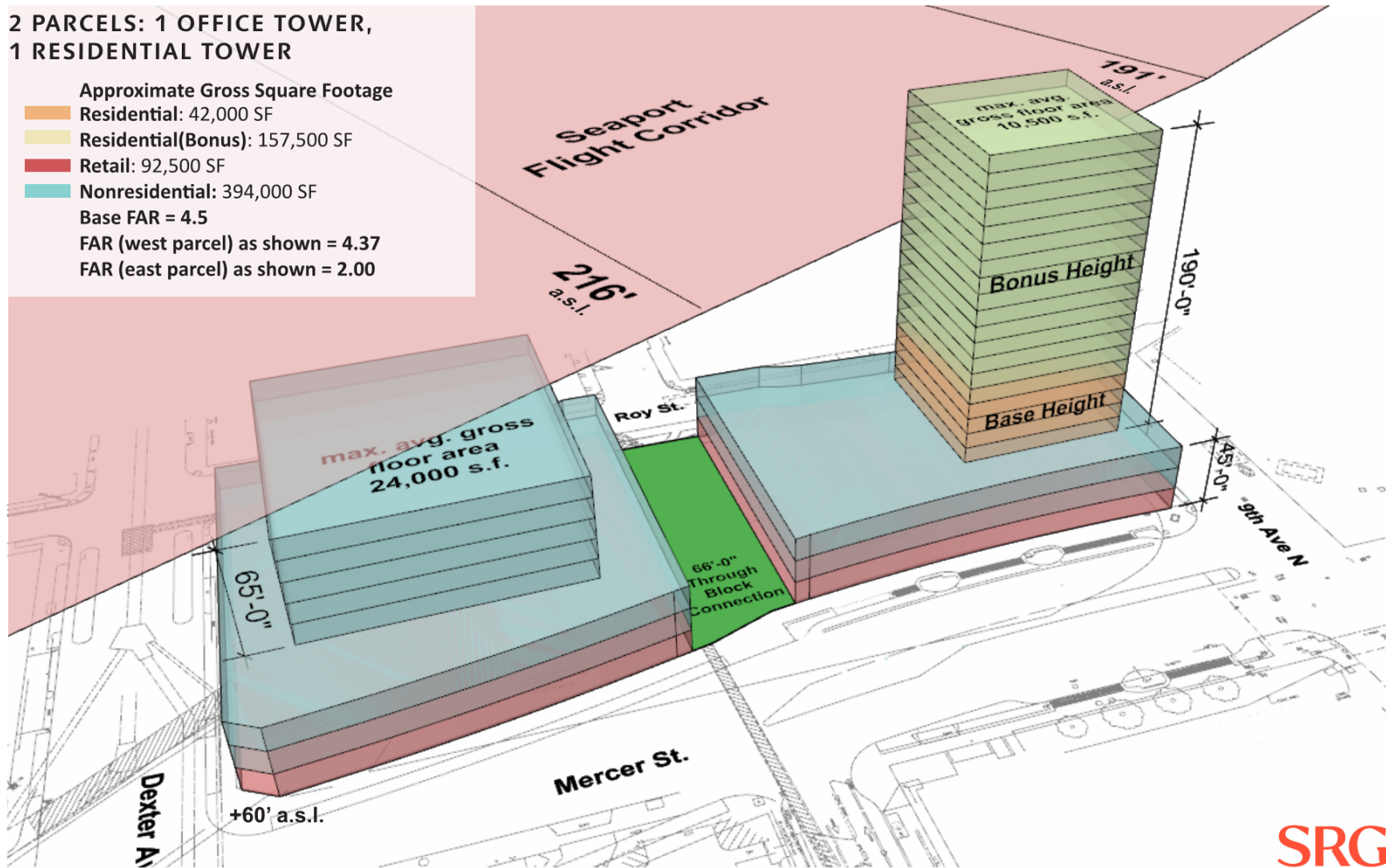
### Figure 2-14: Site Map



## **16. PROJECT MAPS**

SDOT is not proposing a development project contingent upon this street vacation. Figures 2-15 to Figure 2-17 represent different conceptual development scenarios allowable per the building code. These figures illustrate the Broad Street Property's code allowable development potential.

**Figure 2-15: Potential Building Envelope with Existing Zoning (Office/Residential)**





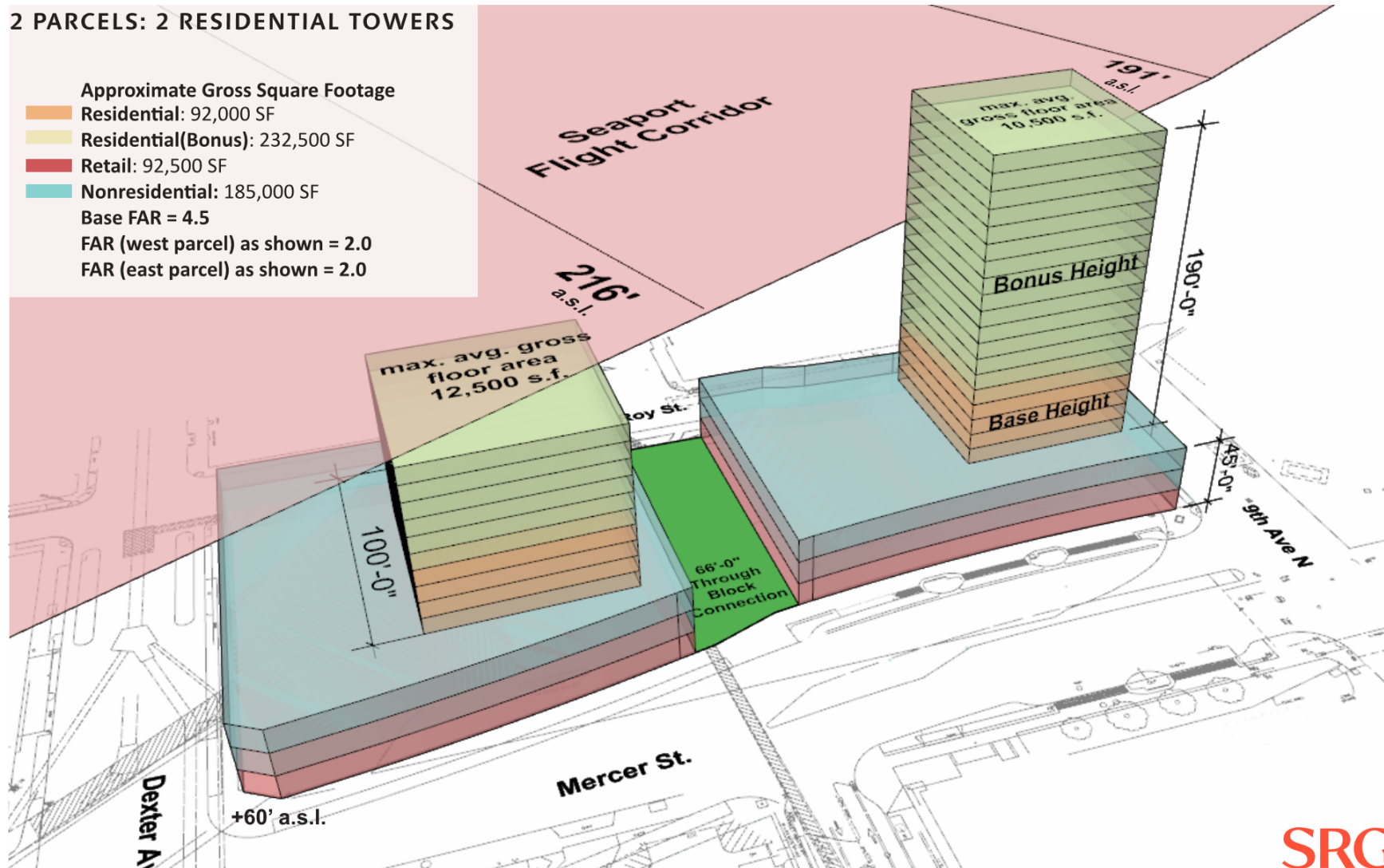
**Figure 2-16: Potential Building Envelope with Existing Zoning (Residential)**

**2 PARCELS: 2 RESIDENTIAL TOWERS**

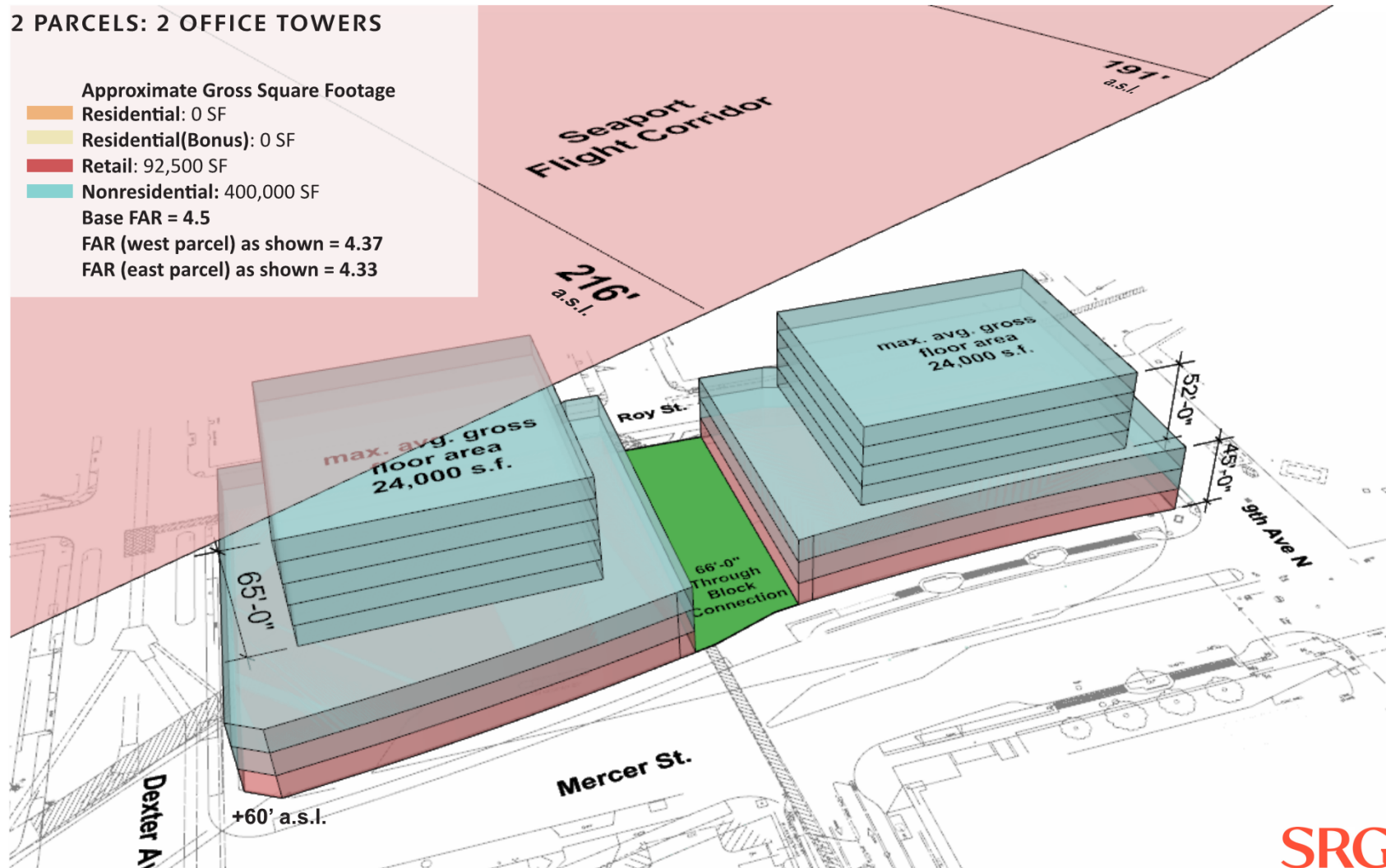
**Approximate Gross Square Footage**

- Residential: 92,000 SF
- Residential(Bonus): 232,500 SF
- Retail: 92,500 SF
- Nonresidential: 185,000 SF

Base FAR = 4.5  
 FAR (west parcel) as shown = 2.0  
 FAR (east parcel) as shown = 2.0



**Figure 2-17: Potential Building Envelope With Existing Zoning (Office)**





## **17. NINE-BLOCK URBAN DESIGN ANALYSIS**

The Broad Street Property lies in the heart of the rapidly redeveloping South Lake Union neighborhood (Figure 2-18) with a focus on multi-story commercial, office and residential use and some emphasis on research and development activities. The recently rezoned area in which the Broad Street Property resides will allow residential building heights up to 240' with satisfied bonuses and commercial building heights of 160'. A 40' podium is required along the property lines with retail activity to address the adjoining sidewalks and streets.

With the closure and removal of Broad Street as a functioning arterial, the urban design goal of the community is to reconnect the north-south, east-west street grid previously disrupted by the diagonal Broad Street and to establish a mixed-use, pedestrian oriented neighborhood of similar grain and texture.

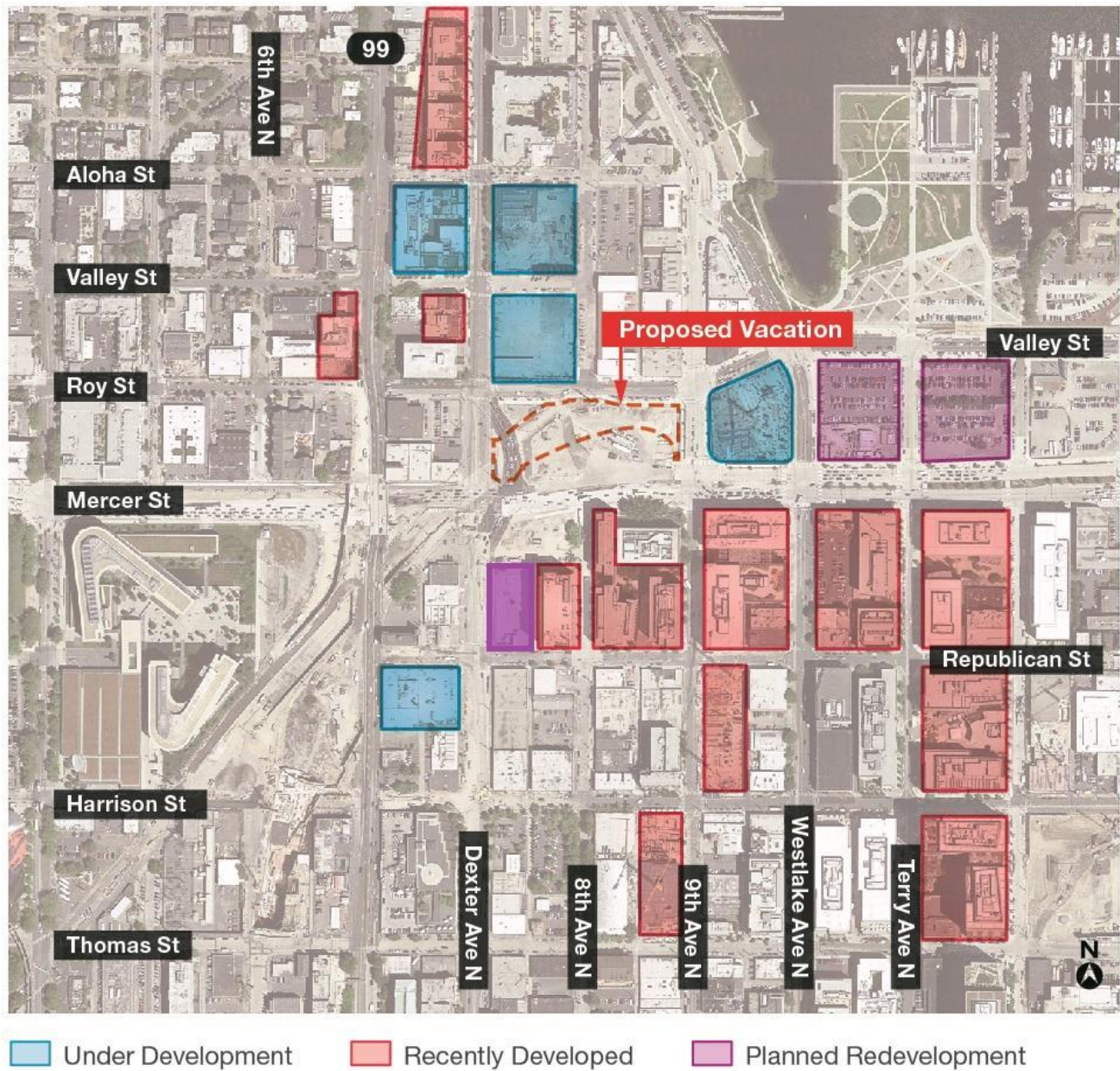
On the block immediately to the east, the Allen Institute is constructing its new facility at a height of approximately 100'. Vulcan also has plans for high-rise residential and office developments to a height of 160' on the three blocks further to the east with office and hotel structures up to 85' at Westlake and Fairview. The University of Washington has developed the existing medical research facilities directly south of Mercer Street with a future phase to be constructed between Eight Avenue North and Dexter Avenue North.

In the block to the west of Dexter Avenue North are Copiers Northwest and an SDOT owned warehouse. This block is likely to be redeveloped in the future. In the blocks to the north of Roy Street lie a Seattle Parks & Recreation Maintenance Building and a parcel to the west currently under construction. Further north on Dexter Avenue is mixed-use multifamily residential development.

Newly reconfigured arterials bound the property, with Roy Street on the north providing two-lane, two-way connection to Lake Union Park to the east and Mercer Street on the south as a major two-way boulevard providing connections to the I-5 freeway to the east and Seattle Center, the Gates Foundation and Uptown to the west. To the west of the property, Dexter Avenue connects Queen Anne to the north and downtown to the south. Further to the west and a bit south SR 99 (Aurora Avenue) travels southward into the soon-to-be new portal of the Alaskan Way Viaduct replacement tunnel. To the east, Ninth Avenue connects north to the west side of Lake Union and south to the heart of the neighborhood and downtown.

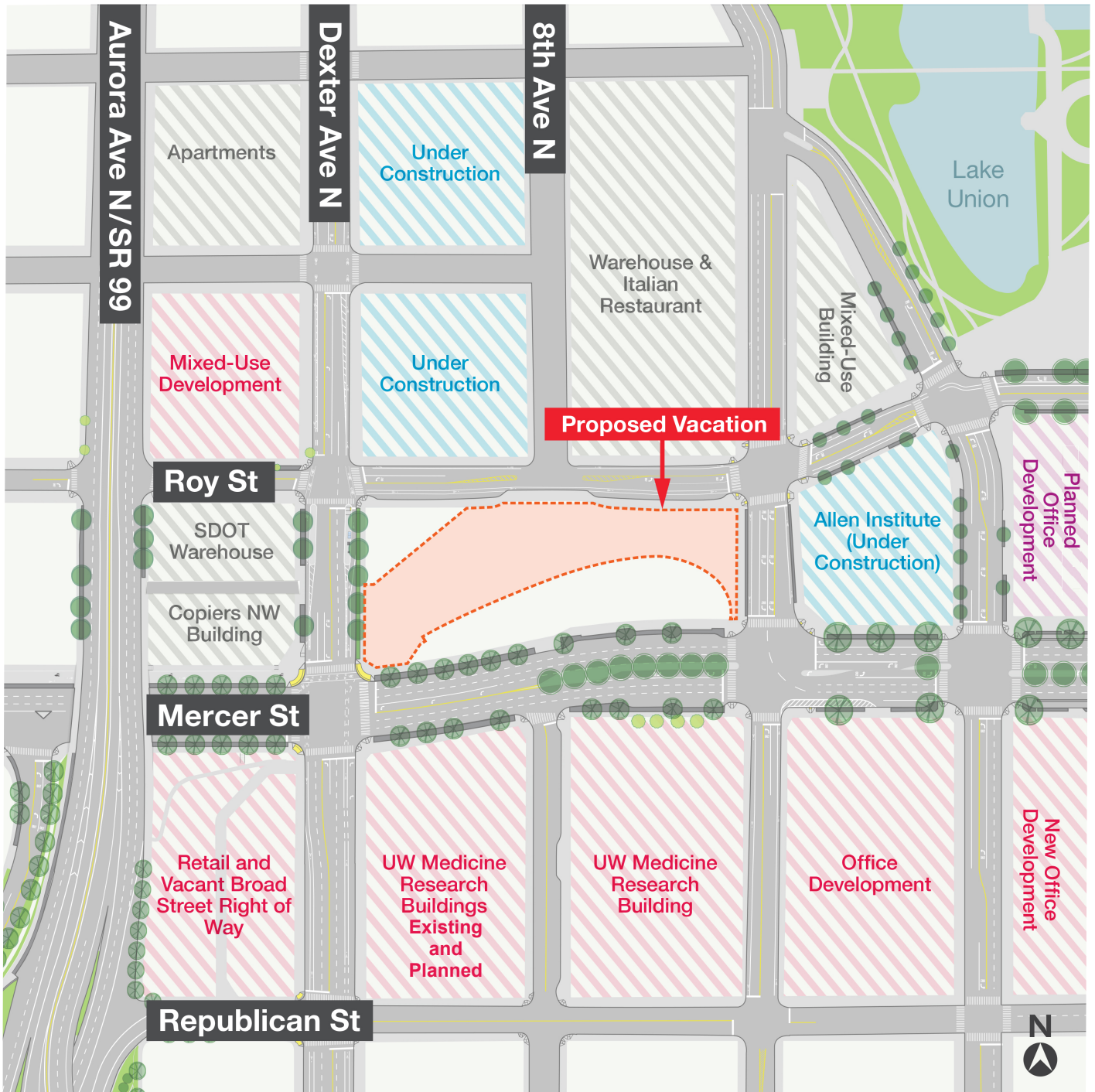
The Broad Street Property lies at the center of this activity (Figure 2-19) and would benefit from consolidation of its parcels in order to be developed in a manner compatible with its surroundings and consistent with the vision of the South Lake Union Urban Design Plan (Figure 2-20).

**Figure 2-18: Nearby Redevelopment**





**Figure 2-19: Nine-Block Overview**

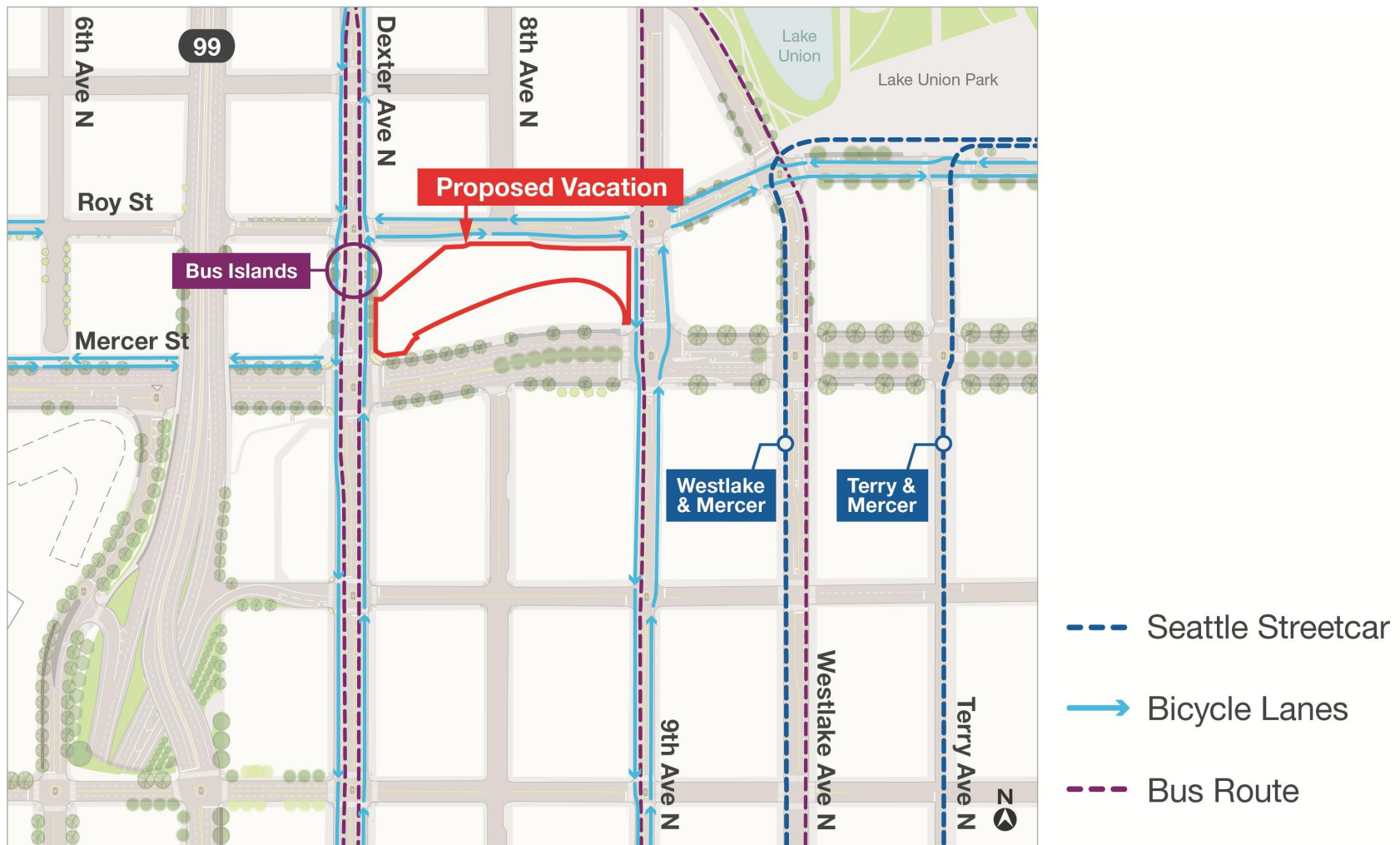


## **18. IMPACT ON PUBLIC TRANSPORTATION PROJECTS**

SDOT has constructed several public transportation improvements near the Broad Street Property. An overview of the nearby transportation network is shown in Figure 2-20 and includes:

- Dexter Avenue North bicycle lanes
- Roy Street bicycle lanes
- Ninth Avenue North bicycle lanes
- Transit Service on Dexter Avenue North and Ninth Avenue North
- Seattle Streetcar on Westlake Avenue North and Valley Street

**Figure 2-20: Transportation Network**



## 19. ENVIRONMENTAL IMPACT STATEMENT (EIS)

The permanent closure of Broad Street between 5th Avenue North and Ninth Avenue North, including the subject of this street vacation petition, was analyzed in the Mercer Corridor Environmental Assessment and the Alaskan Way Viaduct Replacement Project EIS.

## 20. NEIGHBORHOOD PLAN

The Broad Street Property is located within the South Lake Union neighborhood planning area (Figure 2-21) and falls within the South Lake Union Urban Design Framework area. The proposed street vacation will support the goals listed within the South Lake Union Neighborhood Plan in the following ways:

**Stated Goal** (Neighborhood Character Goals, Policies, and Strategies):

*“A vital and eclectic neighborhood where people both live and work, where use of transit, walking and bicycling is encouraged, and where there are a range of housing choices, diverse businesses, and arts, a lively and inviting street life and amenities to support and attract residents, employees and visitors.”*

The street vacation advances this goal by:

- Supporting the construction of the Mercer Corridor Project
- Realizing full development potential for the Broad Street Property
- Providing a through block connector to advance the Eighth Avenue North Street Concept Plan discussed in Section 13

**Stated Goal** (Neighborhood Character Goals, Policies and Strategies):

*“A neighborhood that serves as a regional center for innovative organizations and that supports a diverse and vibrant job base “*

The street vacation advances this goal by:

- Realizing full development potential for the Broad Street Property

**Stated Goal** (Transportation Goals, Policies and Strategies):

*“A transportation system that provides safe, convenient access to businesses, residences and other activities in the neighborhood”*

The vacation advances this goal by:

- Supporting the construction of the Mercer Corridor Project
- Providing a through block connector

**Stated Goal** (Transportation Goals, Policies, and Strategies):

*“A well-connected neighborhood with bicycle, pedestrian, waterborne and vehicular access to adjacent neighborhoods.”*



The street vacation advances this goal by:

- Providing a through block connector
- Supporting Mercer Corridor Project improvements, including improved sidewalks and new bicycle lanes
- Removing Broad Street, which was a barrier to bicycle and pedestrian access

**Stated Goal** (Parks and Open Space Goals, Policies, and Strategies):

*“Parks and open space provide an obvious and inviting purpose, accessible to and meeting the needs of an increasingly diverse neighborhood as it grows and changes”*

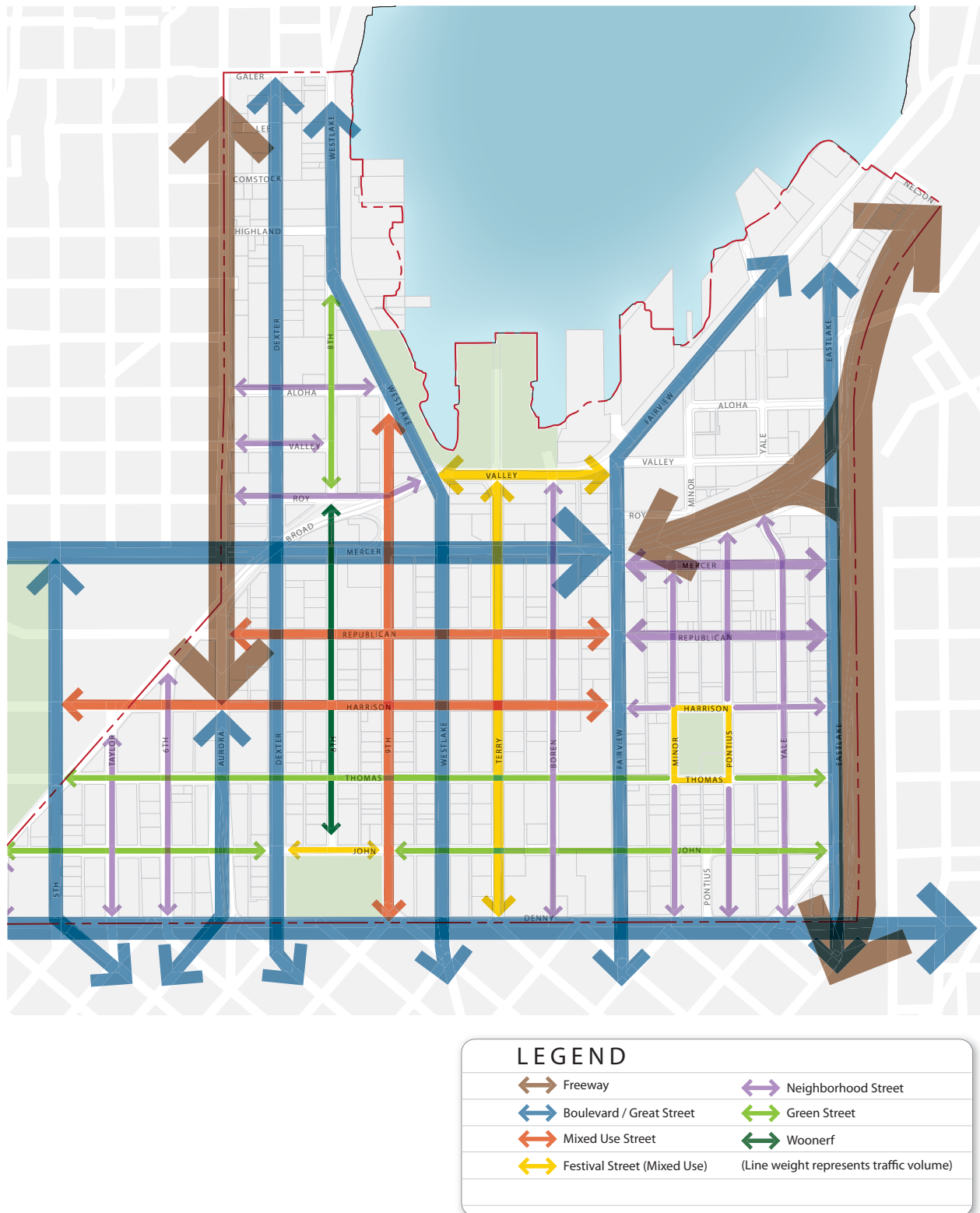
The street vacation advances this goal by:

- Providing a through block connector

The street vacation will support the South Lake Union Urban Framework Plan by establishing a pathway to the future development of a planned Woonerf through Eighth Avenue North. This public open space meets the goals of the South Lake Union Urban Framework Plan specifically advancing the public space network plan shown within the Framework recommendations.

# Figure 2-21: South Lake Union Design Framework Recommendations

## STREET CHARACTER



Source: South Lake Union Urban Design Framework 12/31/2010 Seattle DPD

## **21. COMPREHENSIVE PLAN AND OTHER CITY PLANS AND GOALS**

Development on the Broad Street Property is expected to advance a number of the City's goals as identified in the Comprehensive Plan including, but not limited to:

- **LUG1:** Provide for a development pattern consistent with the urban village strategy by designating areas within the City where various types of land use activities, building forms, and intensities of development are appropriate.
- **LUG2:** Foster neighborhoods in which current and future residents and business owners will want to live, shop, work, and locate their businesses. Provide for a range of housing types and commercial and industrial spaces in order to accommodate a broad range of families and individuals, income groups, and businesses.
- **TG1:** Ensure that transportation decisions, strategies, and investments are coordinated with land use goals and support the urban village strategy.
- **UVG7:** Accommodate a range of employment activity to ensure employment opportunities are available for the City's diverse residential population, including maintaining healthy manufacturing and industrial areas.
- **UVG9:** Use limited land resources more efficiently and pursue a development pattern that is more economically sound by encouraging infill development on vacant and underutilized sites, particularly within urban villages.
- **EDG1:** Add approximately 84,000 jobs over a 20-year period covered by this plan, in order to ensure long-term economic security and social equity to all Seattle residents.
- **EDG3:** Support the Urban Village Strategy by encouraging the growth of jobs in Urban Centers and Hub Urban Villages and by promoting the health of neighborhood commercial districts.
- **TG3:** Promote safe and convenient bicycle and pedestrian access throughout the transportation system.

## **22. SUSTAINABLE PRACTICES**

Construction and operational practices will be addressed by the purchaser/developer of the Broad Street Property.

## **23. DESIGN REVIEW BOARD**

Development on the site will be subject to review by the neighborhood design review board.

## **24. COMPANY/AGENCY/INFORMATION**

Not Applicable

## **25. DEVELOPMENT SCHEDULE**

SDOT will sell the Broad Street Property after approval of the street vacation. The schedule for subsequent development is unknown.



# *BROAD STREET VACATION PETITION*

Attachment 1

Signed Petition Form

# VACATION PETITION TO THE HONORABLE CITY COUNCIL OF THE CITY OF SEATTLE

We, the undersigned, being the owners of more than two-thirds of the property abutting on:

**Broad Street, 8<sup>th</sup> Avenue North, and Mercer Street**

herein sought to be vacated, petition the City to vacate:

PORTIONS OF BROAD STREET AS ESTABLISHED BY CONDEMNATION ORDINANCE NOS. 50890 AND 84452, 8<sup>TH</sup> AVENUE NORTH, AND MERCER STREET MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE MONUMENTED INTERSECTION OF ROY ST. AND DEXTER AVE. NORTH;

THENCE SOUTH 01°28'04" WEST ALONG THE CENTERLINE OF SAID DEXTER AVE. NORTH, A DISTANCE OF 153.09 FEET;

THENCE, AT A RIGHT ANGLE, SOUTH 88°31'56" EAST, A DISTANCE OF 53.00 FEET TO A POINT ON THE EAST MARGIN OF SAID DEXTER AVE. NORTH AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88°32'51" EAST, A DISTANCE OF 13.01 FEET;

THENCE NORTH 52°53'29" EAST, A DISTANCE OF 179.96 FEET;

THENCE NORTH 88°20'14" EAST, A DISTANCE OF 35.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTH, WITH A RADIUS OF 35.00 FEET, WHICH CENTER BEARS NORTH 01°41'43" WEST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°52'16", A DISTANCE OF 19.47 FEET TO THE SOUTH MARGIN OF SAID ROY ST;

THENCE ALONG SAID MARGIN SOUTH 88°32'41" EAST, A DISTANCE OF 62.10 FEET;

THENCE CONTINUING ALONG SAID SOUTH MARGIN SOUTH 88°33'04" EAST, A DISTANCE OF 67.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, WITH A RADIUS OF 100.00 FEET, WHICH CENTER BEARS NORTH 23°15'55" EAST;

THENCE ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 19°00'48", A DISTANCE OF 33.18 FEET;

THENCE SOUTH 85°44'53" EAST, A DISTANCE OF 55.09 FEET;

THENCE SOUTH 88°35'57" EAST, A DISTANCE OF 123.52 FEET;

THENCE SOUTH 01°43'01" WEST, A DISTANCE OF 160.63 FEET;

THENCE NORTH 88°48'50" WEST, A DISTANCE OF 9.19 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, WITH A RADIUS OF 65.00 FEET, WHICH CENTER BEARS NORTH 79°15'44" WEST;

(CONT.)

Page 1 of 4

(CONT.)

THENCE ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 60°05'28", A DISTANCE OF 68.17 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 140.00 FEET, WHICH CENTER BEARS SOUTH 40°38'47" WEST;

THENCE ALONG SAID COMPOUND CURVE THOUGH A CENTRAL ANGLE OF 36°51'30", A DISTANCE OF 90.06 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTH, WITH A RADIUS OF 379.17 FEET, WHICH CENTER BEARS SOUTH 00°06'44" EAST;  
 THENCE ALONG SAID COMPOUND CURVE THOUGH A CENTRAL ANGLE OF 8°39'25", A DISTANCE OF 57.29 FEET;  
 THENCE SOUTH 80°53'45" WEST, A DISTANCE OF 15.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, WITH A RADIUS OF 501.24 FEET, WHICH CENTER BEARS SOUTH 10°13'58" EAST;  
 THENCE ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 3°07'36", A DISTANCE OF 27.35 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 956.22 FEET, WHICH CENTER BEARS SOUTH 14°25'20" EAST;  
 THENCE ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 6°10'27", A DISTANCE OF 103.04 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 1338.00 FEET, WHICH CENTER BEARS SOUTH 20°01'33" EAST;  
 THENCE ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 7°05'26", A DISTANCE OF 165.58 FEET;  
 THENCE SOUTH 29°32'43" EAST, A DISTANCE OF 7.51 FEET;  
 THENCE SOUTH 58°57'10" WEST, A DISTANCE OF 9.05 FEET;  
 THENCE SOUTH 35°16'26" WEST, A DISTANCE OF 34.03 FEET;  
 THENCE SOUTH 84°21'54" WEST, A DISTANCE OF 32.96 FEET TO THE NORTH MARGIN OF MERCER ST.;  
 THENCE CONTINUING SOUTH 84°21'54" WEST, A DISTANCE OF 12.52 FEET;  
 THENCE NORTH 57°22'25" WEST, A DISTANCE OF 2.98 FEET TO SAID NORTH MARGIN;  
 THENCE CONTINUING NORTH 57°22'25" WEST, A DISTANCE OF 17.16 FEET TO THE EAST MARGIN ON DEXTER;  
 THENCE NORTH 01°28'04" EAST ALONG SAID EAST MARGIN, A DISTANCE OF 111.22 FEET TO THE TRUE POINT OF BEGINNING;

OR in the alternative, to vacate any portion of said right-of-way so particularly described;

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,

Page 2 of 4

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

**SIGNATURE OF PETITIONERS:**

I hereby declare that I am the owner of property that abuts the particular right-of-way described in the petition to the City Council for the above noted right-of-way. I understand the discretionary nature of the City Council decision and I have been informed of the vacation review process and all fees and costs and time frame involved. **For corporately held property, provide documentation of signatory authority.**



---

**OWNER(S)****PROPERTY** (Parcel #)**(Printed Name, Signature and Title)**2249000080, 2249000055,  
2249000040, 2249000006

By:

Scott Kubly

Director, Seattle Department of Transportation

---

**OWNER****DATE**

Page 3 of 4

**VACATION PETITION TO THE HONORABLE CITY COUNCIL OF THE  
CITY OF SEATTLE****ACKNOWLEDGEMENT:**

I/we \_\_\_\_\_ acknowledge that:

\_\_\_ any expense that may be incurred in preparing, applying or obtaining any land use or construction permits in contemplation of such vacation is the sole risk of the petitioners;

\_\_\_ the City Council decision is at the end of the review process;

\_\_\_ the City Council decision on the vacation is discretionary, and will be based on the City's Street Vacation Policies contained in Clerk File 310078 and other adopted policies; and

\_\_\_ a Council decision to grant the vacation request does not exempt the property from the requirements of the City's Land Use Code or from conditioning of development pursuant to the State Environmental Policy Act (SEPA).

\_\_\_ I/we have been informed of the cost, obligations, petition requirements, Street Vacation Policies, the time frame involved in the review of a vacation petition.

\_\_\_ I/we understand that property owners abutting the vacation area are obligated to pay a vacation fee in the amount of the appraised value of the right-of-way. State, federal or city agencies are not required to pay a vacation fee but are required to pay for all other fees and processing costs.

\_\_\_\_\_  
Petitioner

\_\_\_\_\_  
Date

**CONTACT INFORMATION:**

Petitioner:

Scott Kubly, Director  
Seattle Department of Transportation  
700 5<sup>th</sup> Avenue, Suite 3800  
Seattle, Washington 98124

Contact:

Eric Tweit  
Seattle Department of Transportation  
700 5<sup>th</sup> Avenue, Suite 3900  
Seattle Washington 98124  
206.684.8834; [Eric.Tweit@seattle.gov](mailto:Eric.Tweit@seattle.gov)

Page 4 of 4



# *BROAD STREET VACATION PETITION*

## Attachment 2

### Vacation Legal Description

## BROAD STREET VACATION DESCRIPTION

PORTIONS OF BROAD STREET AS ESTABLISHED BY CONDEMNATION ORDINANCE NOS. 50890 AND 84452, AND PORTIONS OF 8<sup>TH</sup> AVENUE NORTH AND MERCER STREET, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE MONUMENTED INTERSECTION OF ROY ST. AND DEXTER AVE. NORTH;

THENCE SOUTH  $01^{\circ}28'04''$  WEST ALONG THE CENTERLINE OF SAID DEXTER AVE. NORTH, A DISTANCE OF 153.09 FEET;

THENCE, AT A RIGHT ANGLE, SOUTH  $88^{\circ}31'56''$  EAST, A DISTANCE OF 53.00 FEET TO A POINT ON THE EAST MARGIN OF SAID DEXTER AVE. NORTH AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH  $88^{\circ}32'51''$  EAST, A DISTANCE OF 13.01 FEET;

THENCE NORTH  $52^{\circ}53'29''$  EAST, A DISTANCE OF 179.96 FEET;

THENCE NORTH  $88^{\circ}20'14''$  EAST, A DISTANCE OF 35.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTH, WITH A RADIUS OF 35.00 FEET, WHICH CENTER BEARS NORTH  $01^{\circ}41'43''$  WEST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $31^{\circ}52'16''$ , A DISTANCE OF 19.47 FEET TO THE SOUTH MARGIN OF SAID ROY ST;

THENCE ALONG SAID MARGIN SOUTH  $88^{\circ}32'41''$  EAST, A DISTANCE OF 62.10 FEET;

THENCE CONTINUING ALONG SAID SOUTH MARGIN SOUTH  $88^{\circ}33'04''$  EAST, A DISTANCE OF 67.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, WITH A RADIUS OF 100.00 FEET, WHICH CENTER BEARS NORTH  $23^{\circ}15'55''$  EAST;

THENCE ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF  $19^{\circ}00'48''$ , A DISTANCE OF 33.18 FEET;

THENCE SOUTH  $85^{\circ}44'53''$  EAST, A DISTANCE OF 55.09 FEET;

THENCE SOUTH  $88^{\circ}35'57''$  EAST, A DISTANCE OF 123.52 FEET;

THENCE SOUTH  $01^{\circ}43'01''$  WEST, A DISTANCE OF 160.63 FEET;

THENCE NORTH  $88^{\circ}48'50''$  WEST, A DISTANCE OF 9.19 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, WITH A RADIUS OF 65.00 FEET, WHICH CENTER BEARS NORTH  $79^{\circ}15'44''$  WEST;

THENCE ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF  $60^{\circ}05'28''$ , A DISTANCE OF 68.17 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 140.00 FEET, WHICH CENTER BEARS SOUTH  $40^{\circ}38'47''$  WEST;

THENCE ALONG SAID COMPOUND CURVE THOUGH A CENTRAL ANGLE OF  $36^{\circ}51'30''$ , A DISTANCE OF 90.06 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTH, WITH A RADIUS OF 379.17 FEET, WHICH CENTER BEARS SOUTH  $00^{\circ}06'44''$  EAST;

THENCE ALONG SAID COMPOUND CURVE THOUGH A CENTRAL ANGLE OF  $8^{\circ}39'25''$ , A DISTANCE OF 57.29 FEET;

THENCE SOUTH  $80^{\circ}53'45''$  WEST, A DISTANCE OF 15.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, WITH A RADIUS OF 501.24 FEET, WHICH CENTER BEARS SOUTH  $10^{\circ}13'58''$  EAST;

THENCE ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF  $3^{\circ}07'36''$ , A DISTANCE OF 27.35 FEET TO THE BEGINNING OF A COMPOUND

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THENCE ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 6°10'27", A DISTANCE OF 103.04 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 1338.00 FEET, WHICH CENTER BEARS SOUTH 20°01'33" EAST;  
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THENCE NORTH 01°28'04" EAST ALONG SAID EAST MARGIN, A DISTANCE OF 111.22 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING AN AREA OF 61,811 SQUARE FEET OR 1.4190 ACRES, MORE OR LESS.

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



KPFF  
MERCER WEST  
OLIVER Q. ROBAR, P.L.S.  
BRH JOB NO. 2010053.24  
MARCH 30, 2015

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

LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S88°32'51"E	13.01'	L7	S88°35'57"E	123.52'	L13	S35°16'26"W	34.03'
L2	N52°53'29"E	179.96'	L8	S01°43'01"W	160.63'	L14	S84°21'54"W	32.96'
L3	N88°20'14"E	35.72'	L9	N88°48'50"W	9.19'	L15	S84°21'54"W	12.52'
L4	S88°32'41"E	62.10'	L10	S80°53'45"W	15.88'	L16	N57°22'25"W	2.98'
L5	S88°33'04"E	67.29'	L11	S29°32'43"E	7.51'	L17	N57°22'25"W	17.16'
L6	S85°44'53"E	55.09'	L12	S58°57'10"W	9.05'	L18	N01°28'04"E	111.22'

CURVE TABLE				CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH	NO.	RADIUS	DELTA	LENGTH
C1	35.00'	31°52'16"	19.47'	C7	956.22'	6°10'27"	103.04'
C2	100.00'	19°00'48"	33.18'	C8	1338.00'	7°05'26"	165.58'
C3	65.00'	60°05'28"	68.17'				
C4	140.00'	36°51'30"	90.06'				
C5	379.17'	8°39'25"	57.29'				
C6	501.24'	3°07'36"	27.35'				

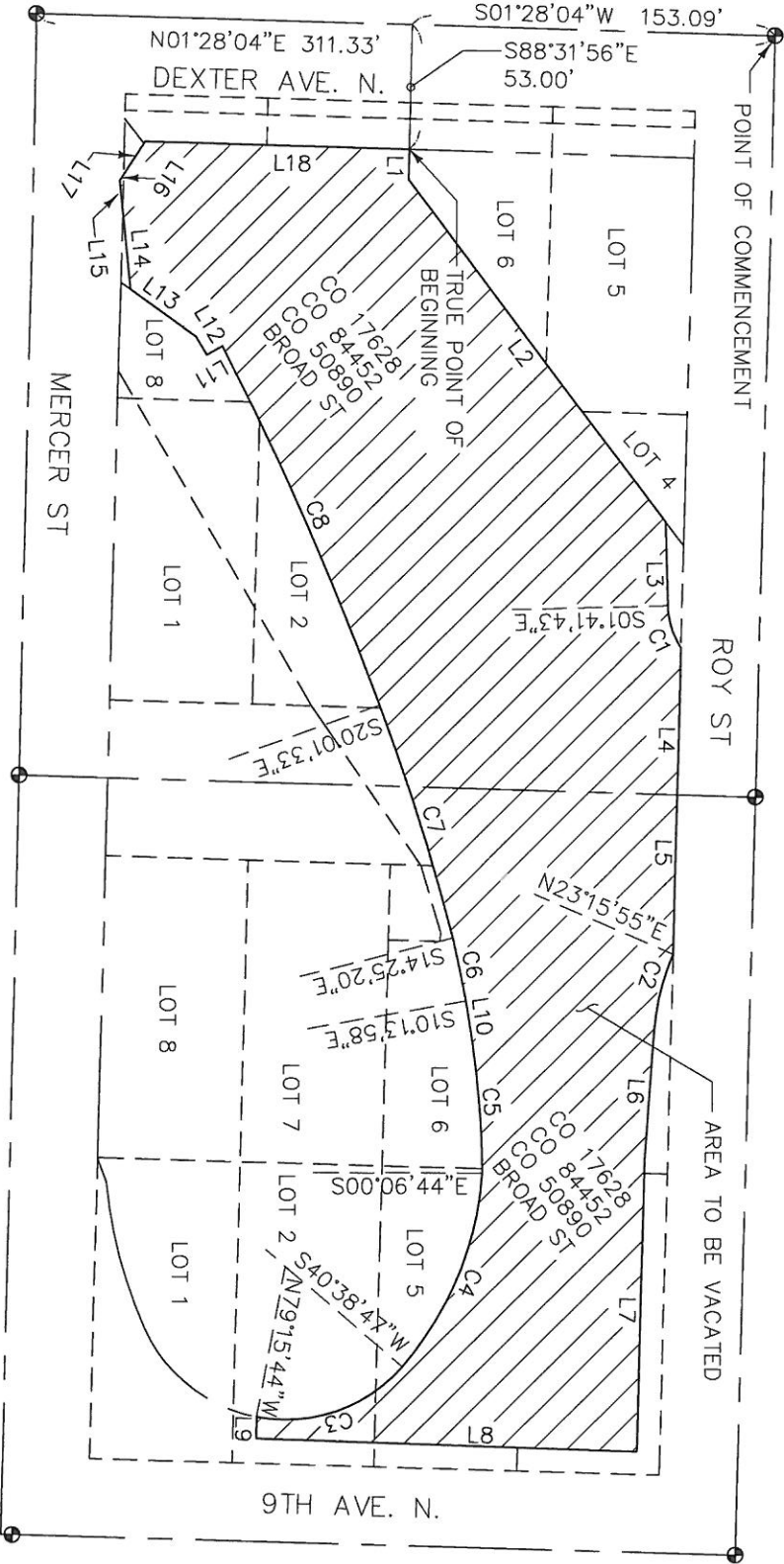
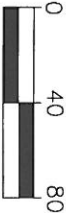
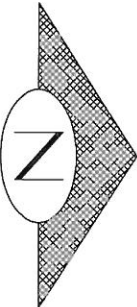



EXHIBIT DRAWING  
BROAD STREET VACATION  
PREPARED FOR: KPFF



**BUSH, ROED & HITCHINGS, INC.**  
CIVIL ENGINEERS & LAND SURVEYORS  
2009 MINOR AVE. EAST  
SEATTLE, WA 98102  
BRH JOB NO. 2010053.24  
U:\C3D\2010\2010053-24\SURVEYING\DWG\XS-VAC-24.DWG

(206) 323-4144  
02/05/2015



# BROAD STREET VACATION

## Street Vacation: Broad Street Dexter Ave North to Ninth Ave North



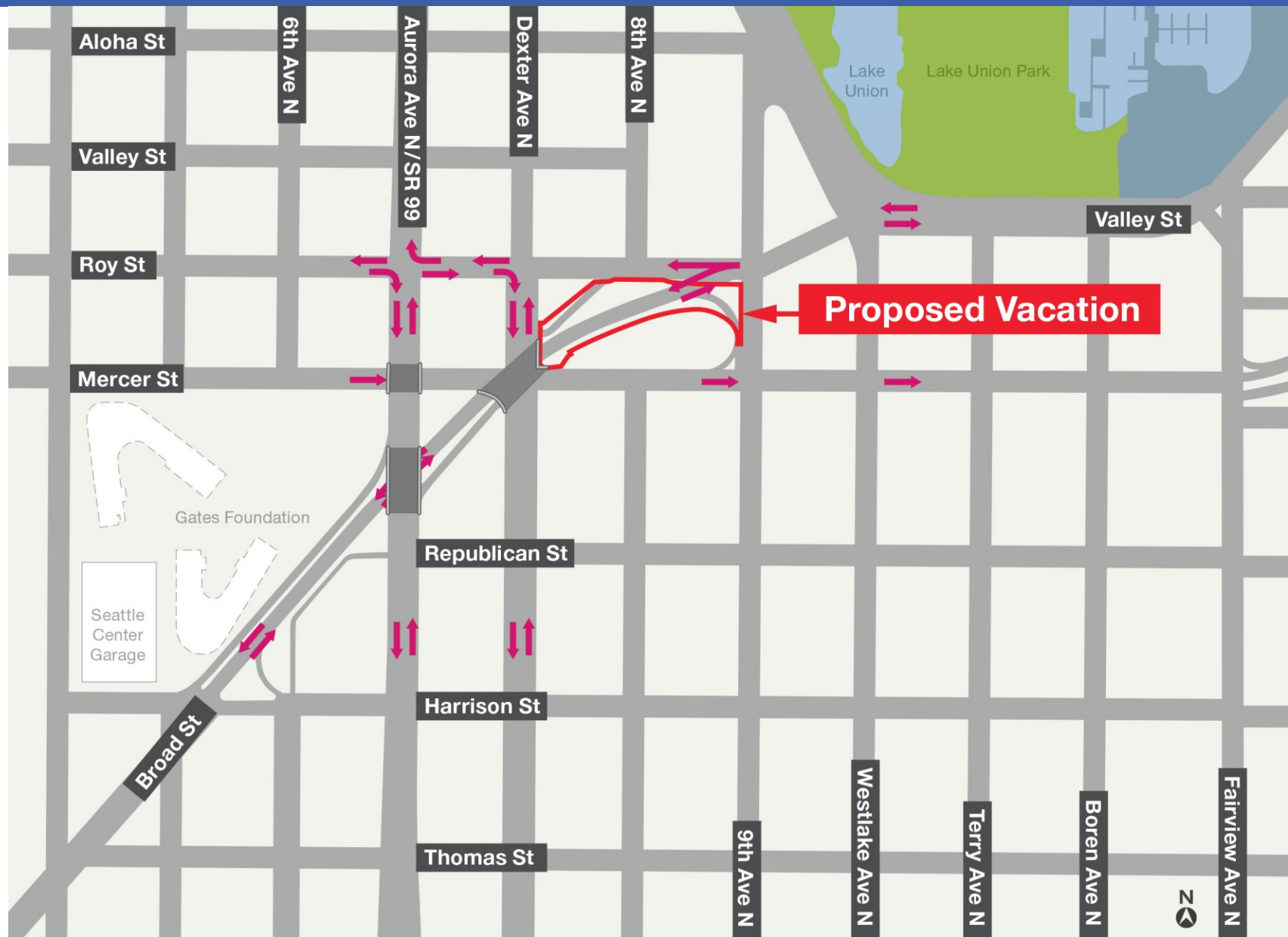
July 16th, 2015



# BROAD STREET VACATION

The  
Transportation  
Network

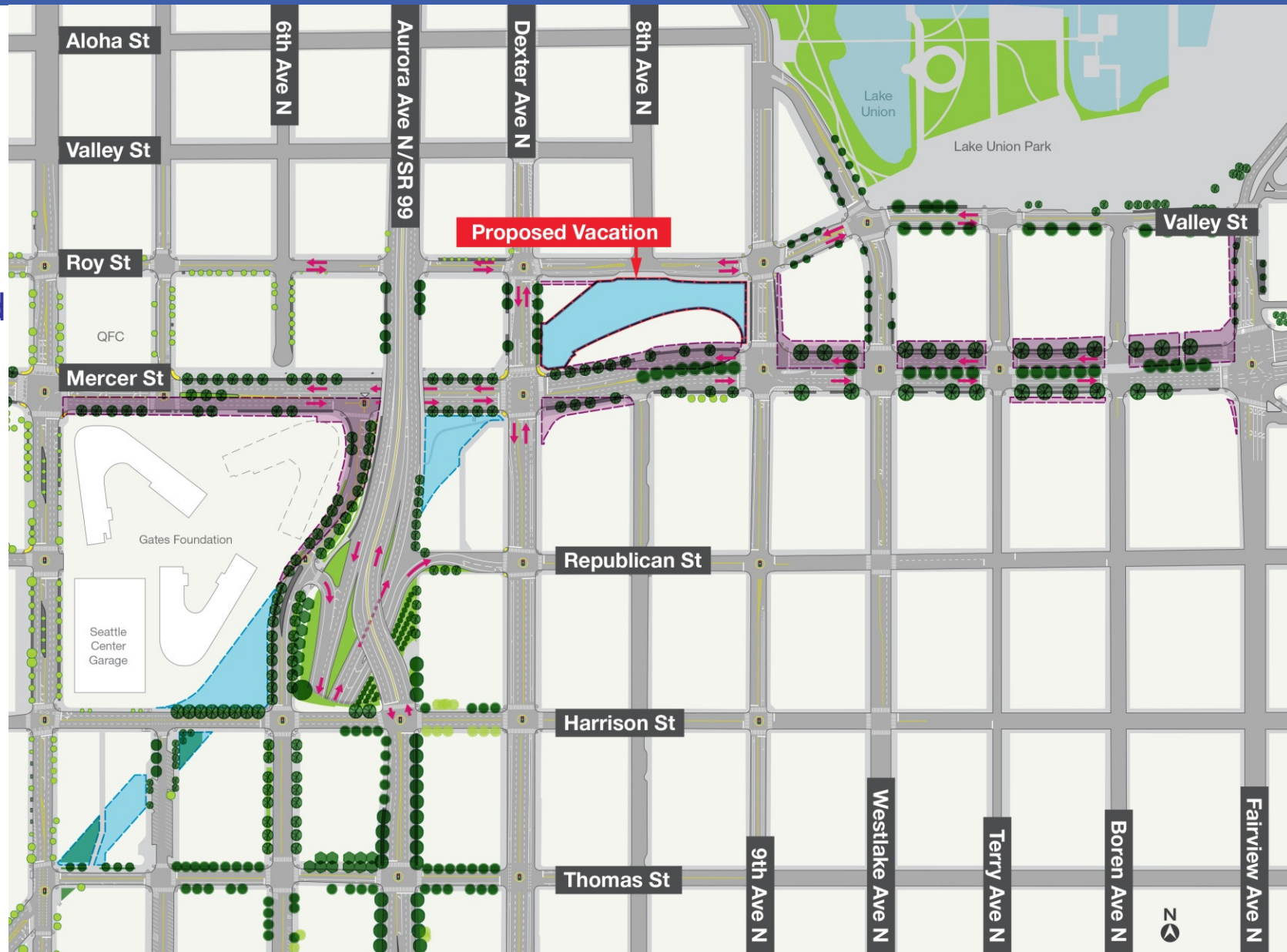
Pre-Mercer  
Corridor  
Construction



# BROAD STREET VACATION

The  
Transportation  
Network

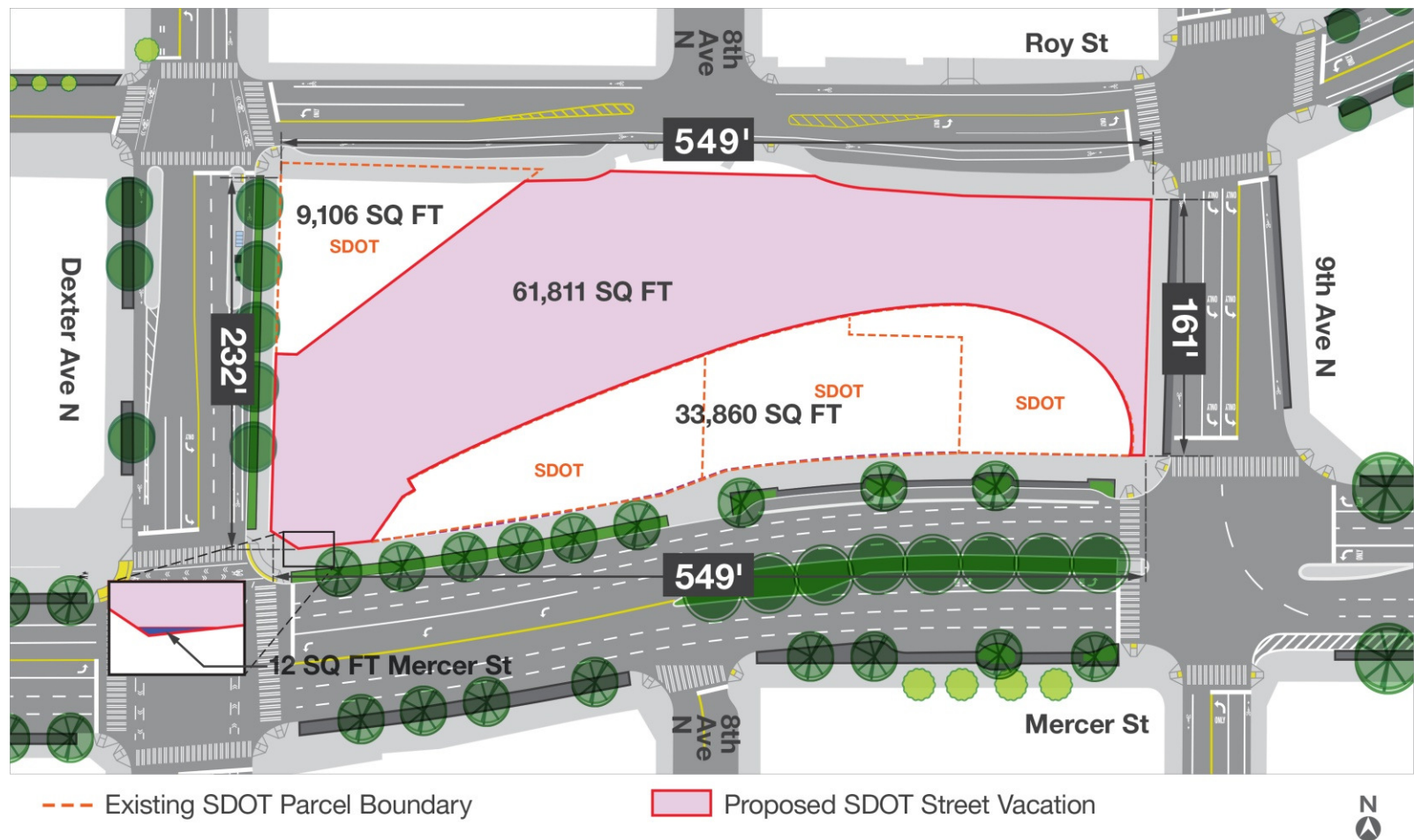
Mercer Corridor  
Improvements and  
SR 99 Tunnel



## Proposed Vacation Area

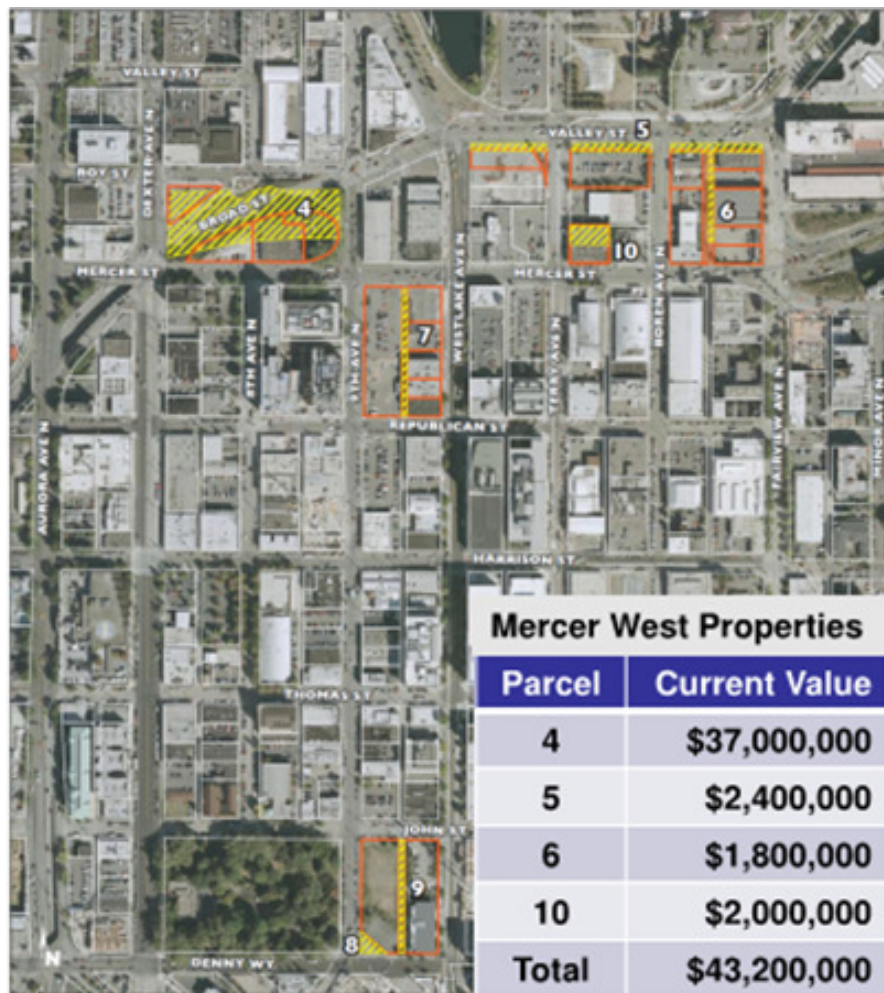
### Purpose:

- Consolidate City-owned property.
- Sell the property to fund the Mercer West Project.
- Support City and Neighborhood Goals.





## Funding the Mercer West Project



**Total Project Budget** **\$95.0 M**

Surplus Property (Interfund Loan) \$30.2 M

Interest on Loan (through 2017) \$2.2 M

Received from #10 \$2.1 M

*Needed for Mercer West* **\$30.3 M**

---

*Estimated Value of Broad Street Property (#4) in 2013* **\$37.0 M**

Current values from 2012 restricted use appraisal; assumed **proposed** re-zone.

Value for #4 updated in 2013; assumed adopted rezone and adjusted for existing utilities.

# BROAD STREET VACATION

**MCKEE & SCHALKA**

Real Estate Appraisal Services & Consultants, Inc.



**Kidder  
Mathews**

## Property Appraisal

**\$37 Million** with conservative utility easement assumptions.

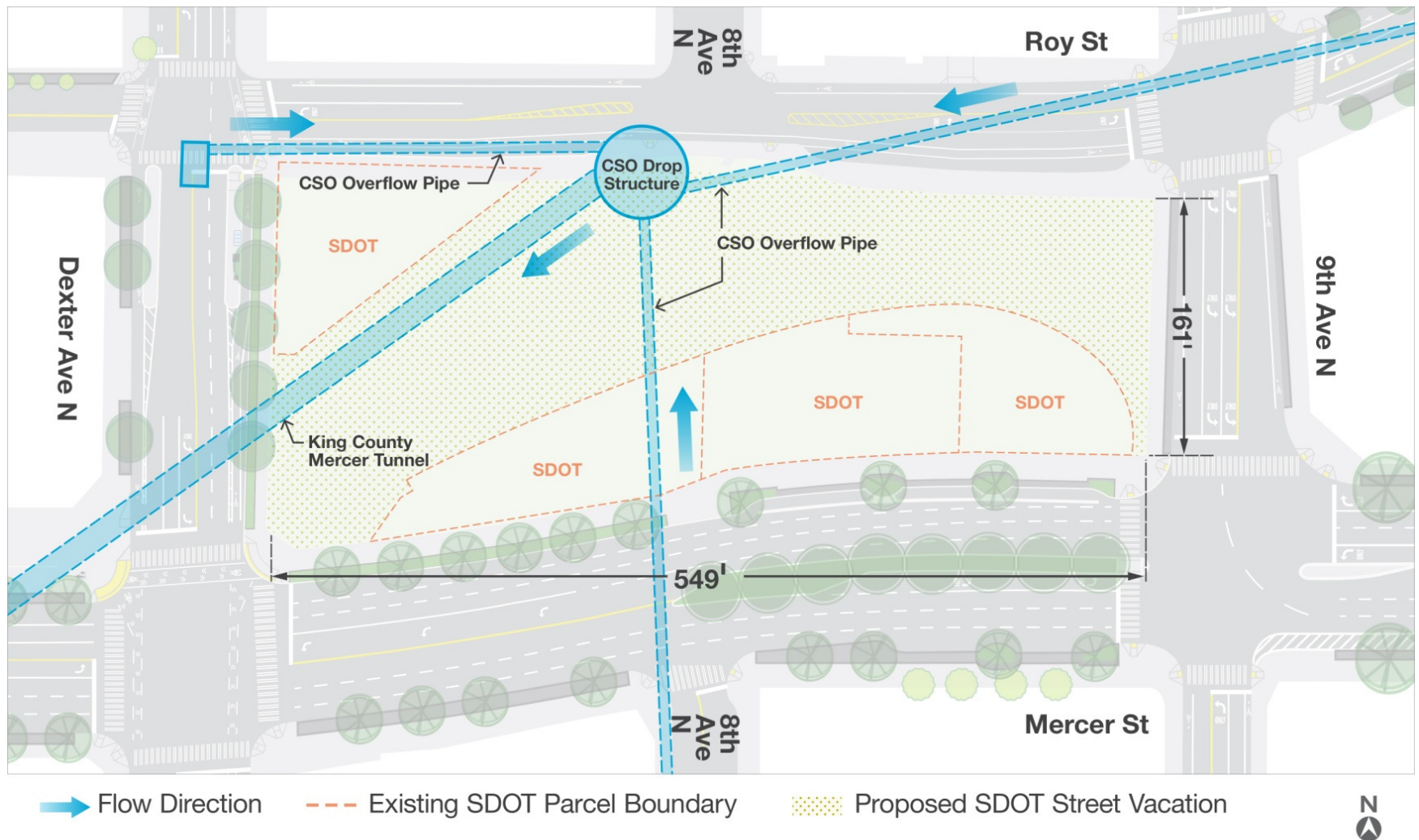
## Current Market Report

- Site is highly attractive for office and life sciences development.
- Site is attractive for residential and hospitality development.
- Comparable sales, market conditions, and financial feasibility analysis suggest the property is highly valuable and the appraised value is financially realistic.



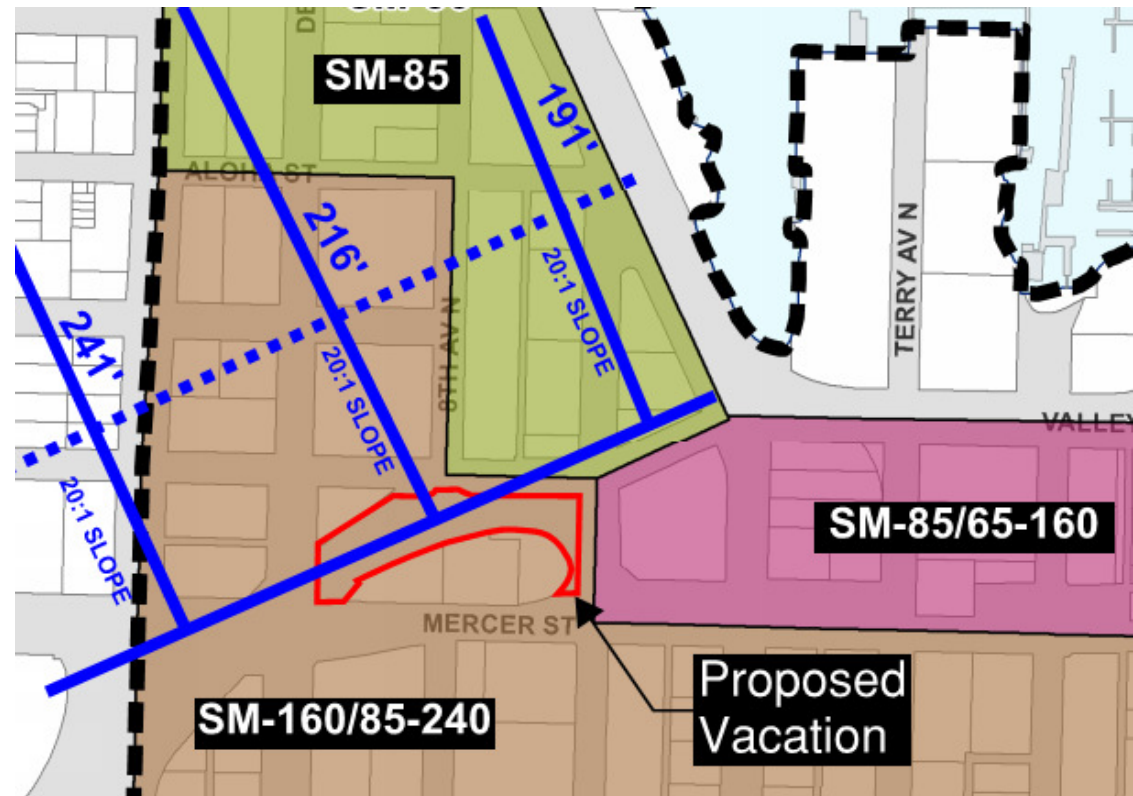
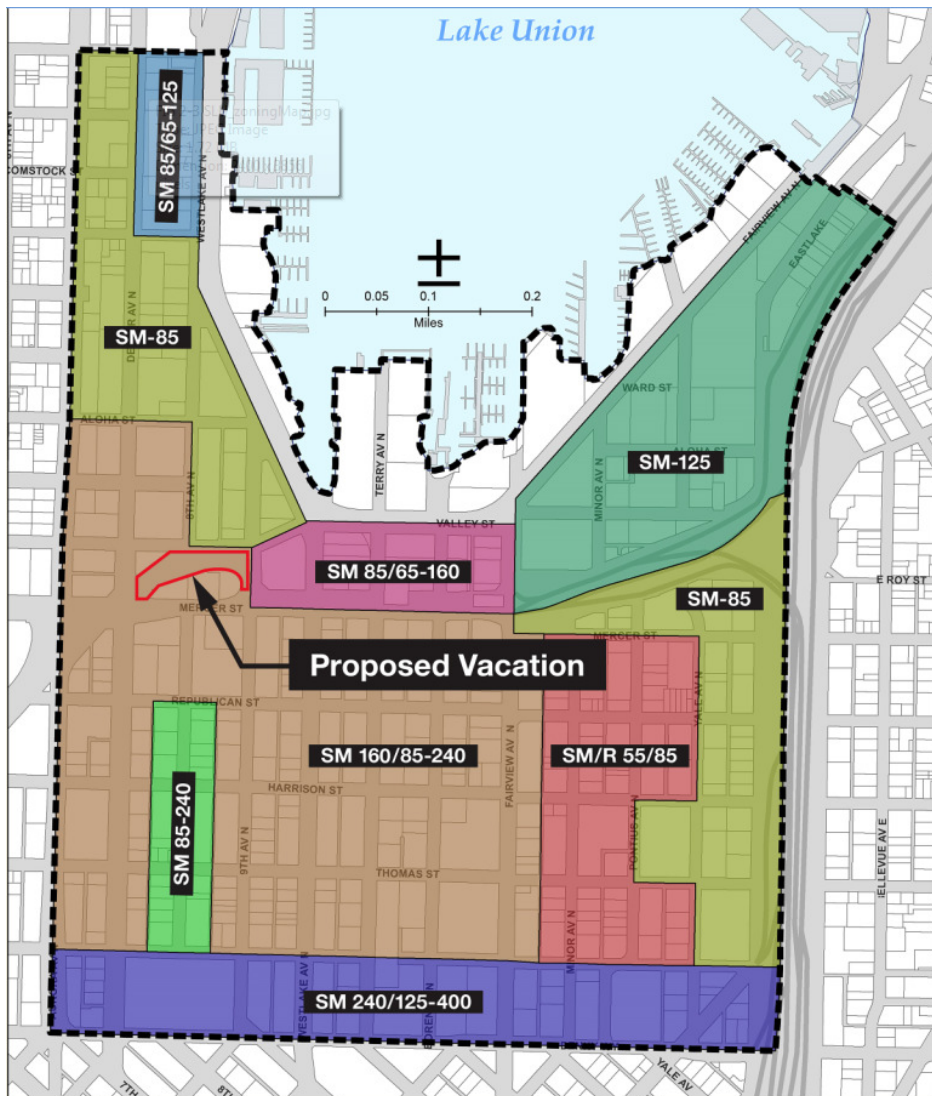
# BROAD STREET VACATION

## King County Below-Grade Utilities



# BROAD STREET VACATION

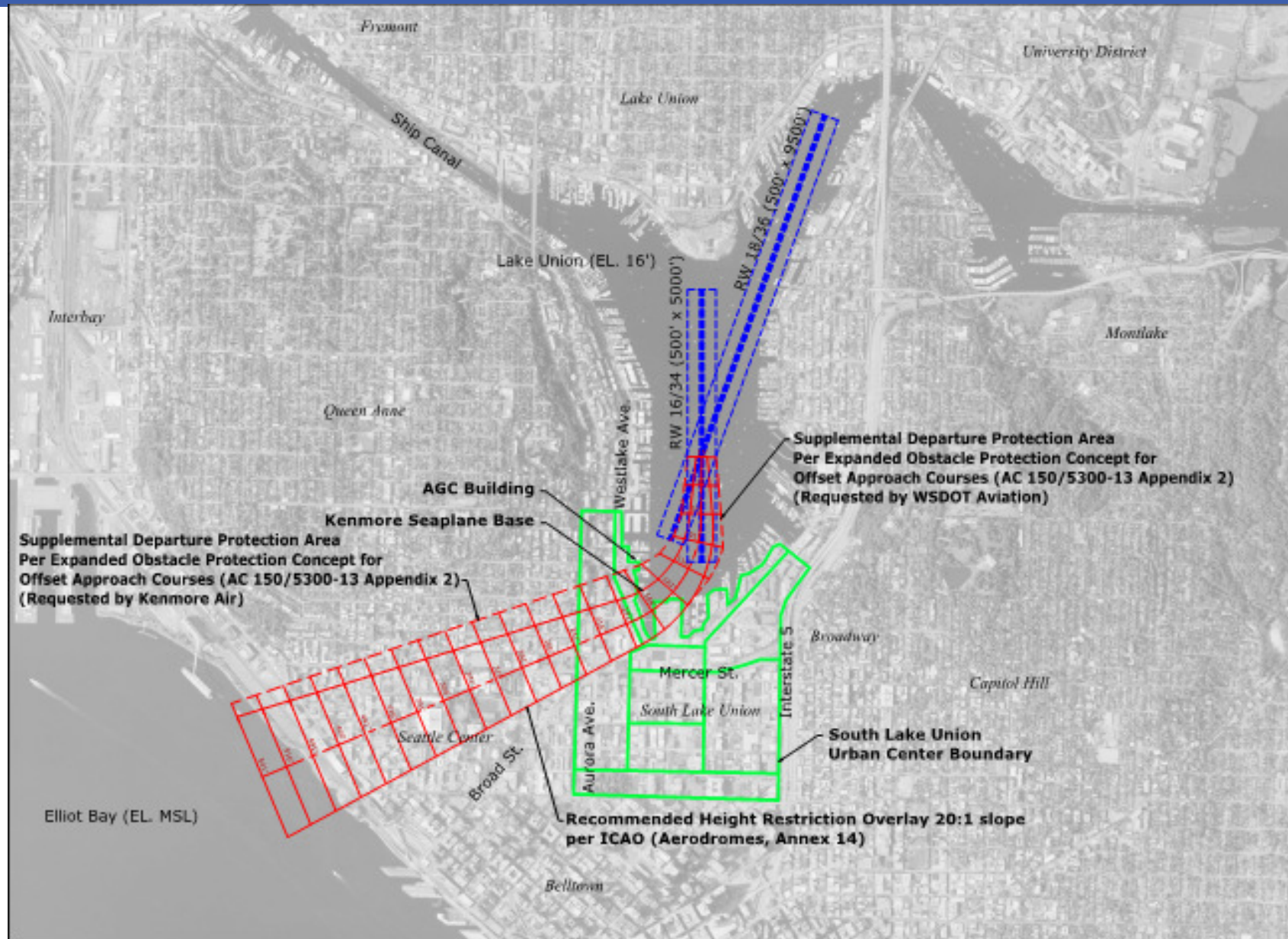
## Zoning – SM 160/85-240





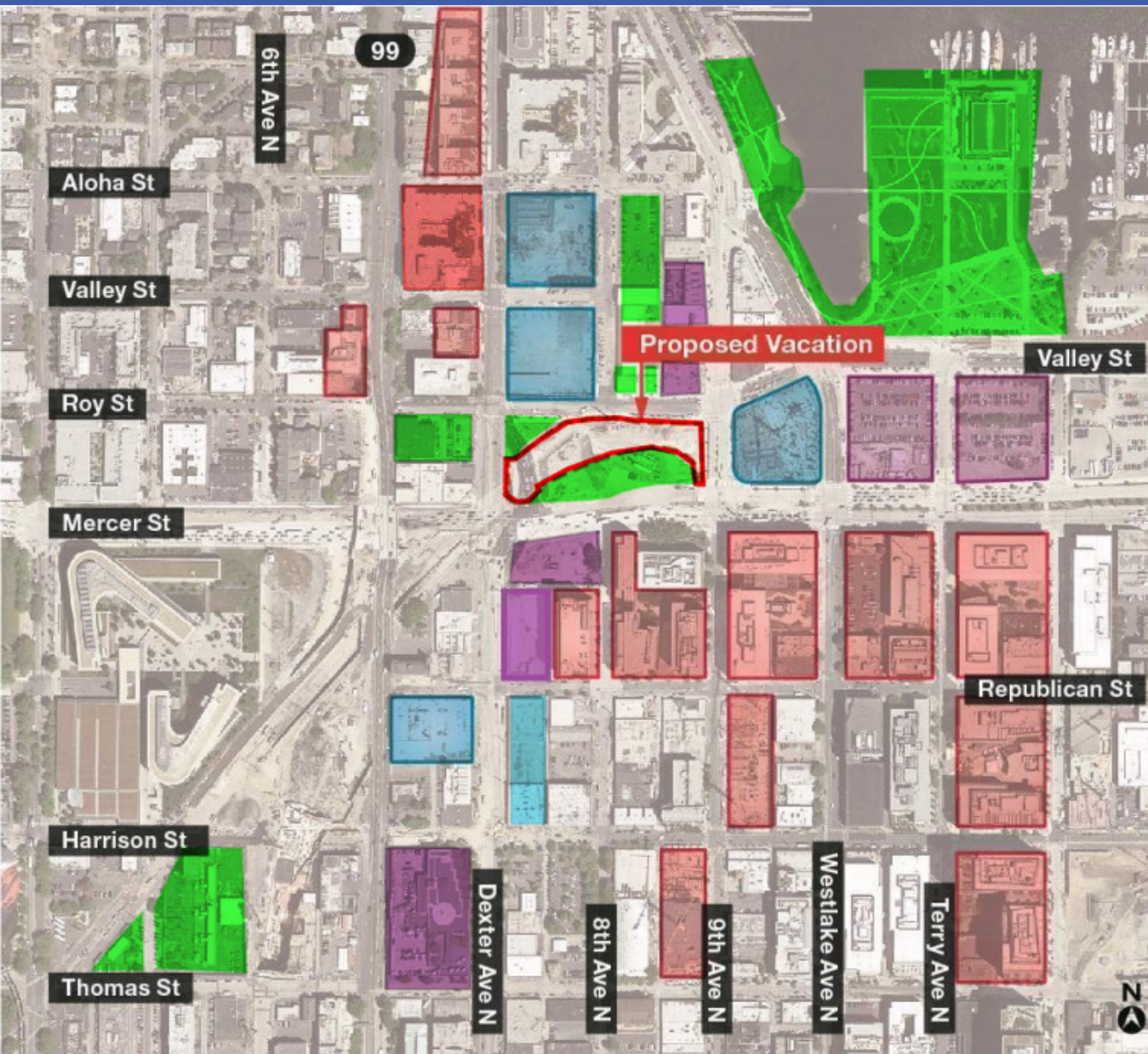
# BROAD STREET VACATION

## Lake Union Seaplane Flight Track





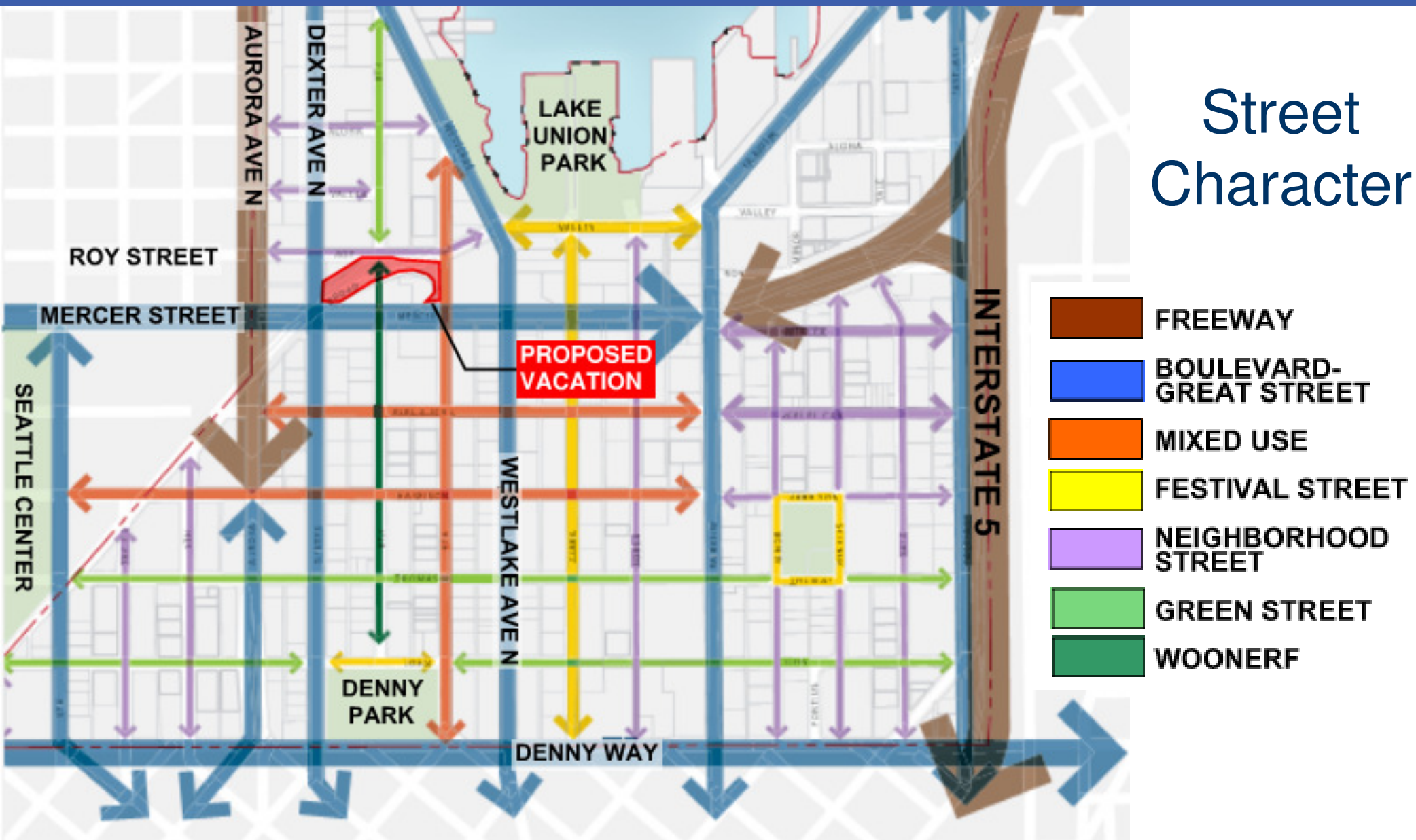
# BROAD STREET VACATION



## Nearby Development Projects

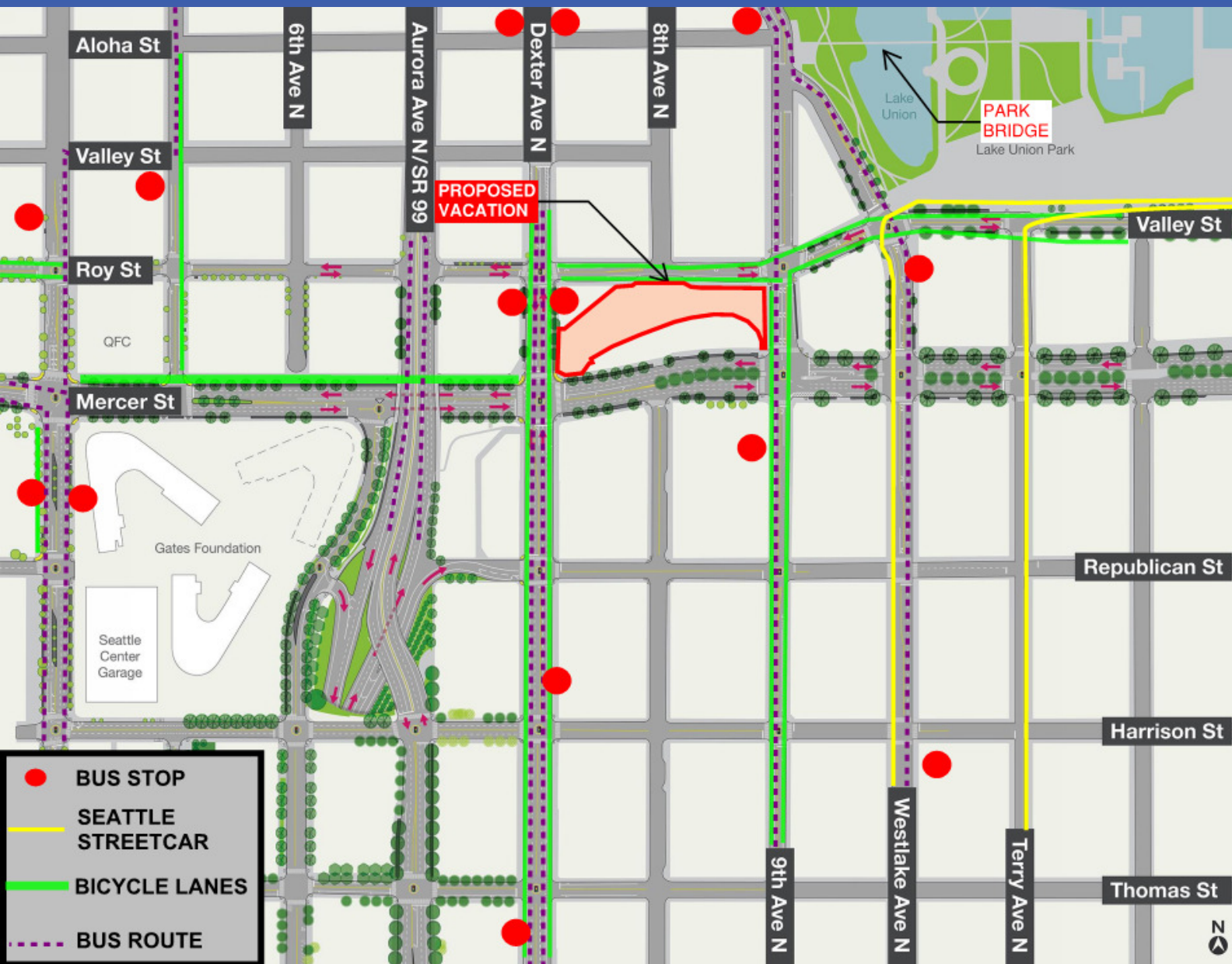
-  City Owned Property
-  Planned for Redevelopment
-  Under Development
-  Recently Redeveloped

# BROAD STREET VACATION





# BROAD STREET VACATION

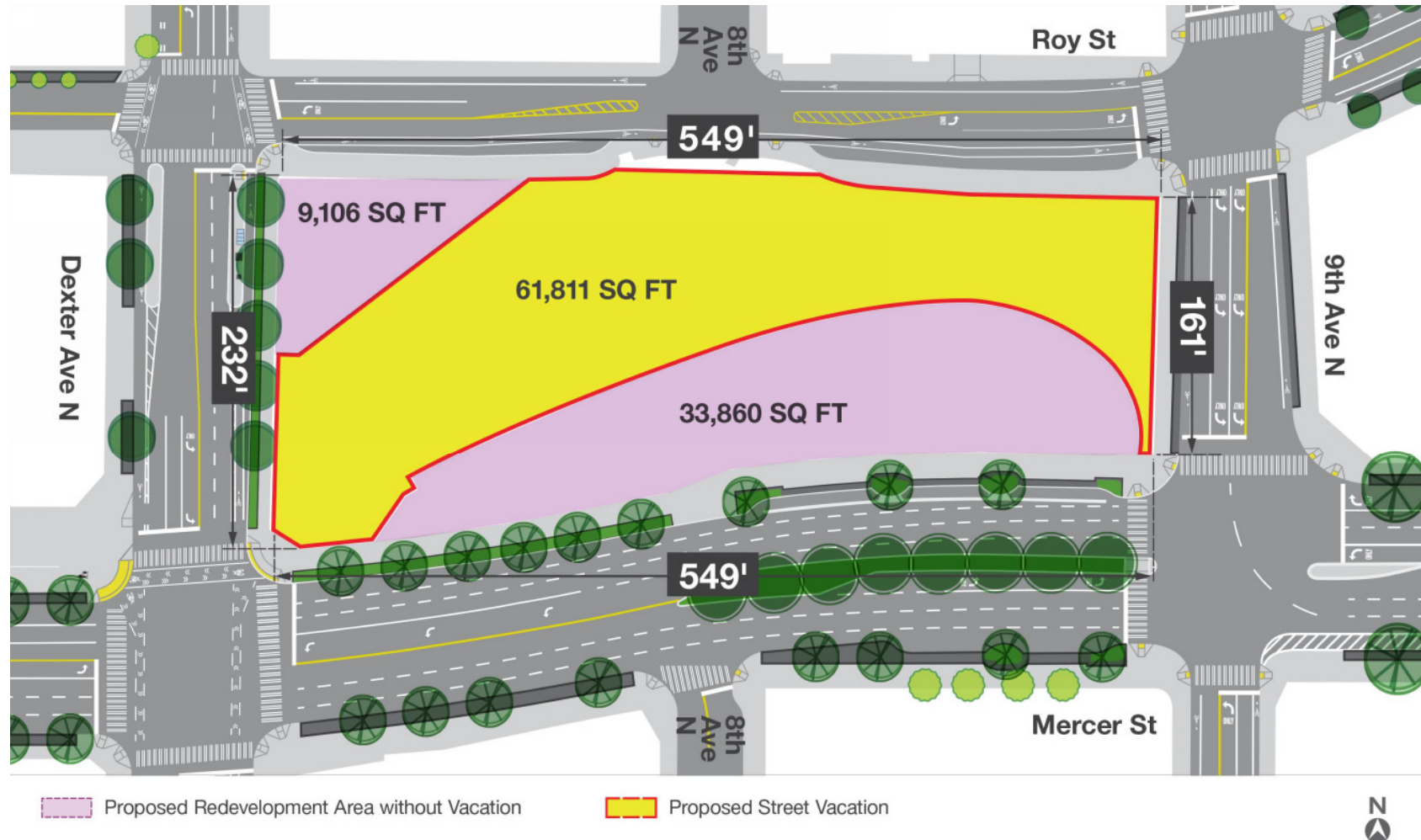


Nearby  
Transportation  
Network



# BROAD STREET VACATION

## No Vacation Scenario



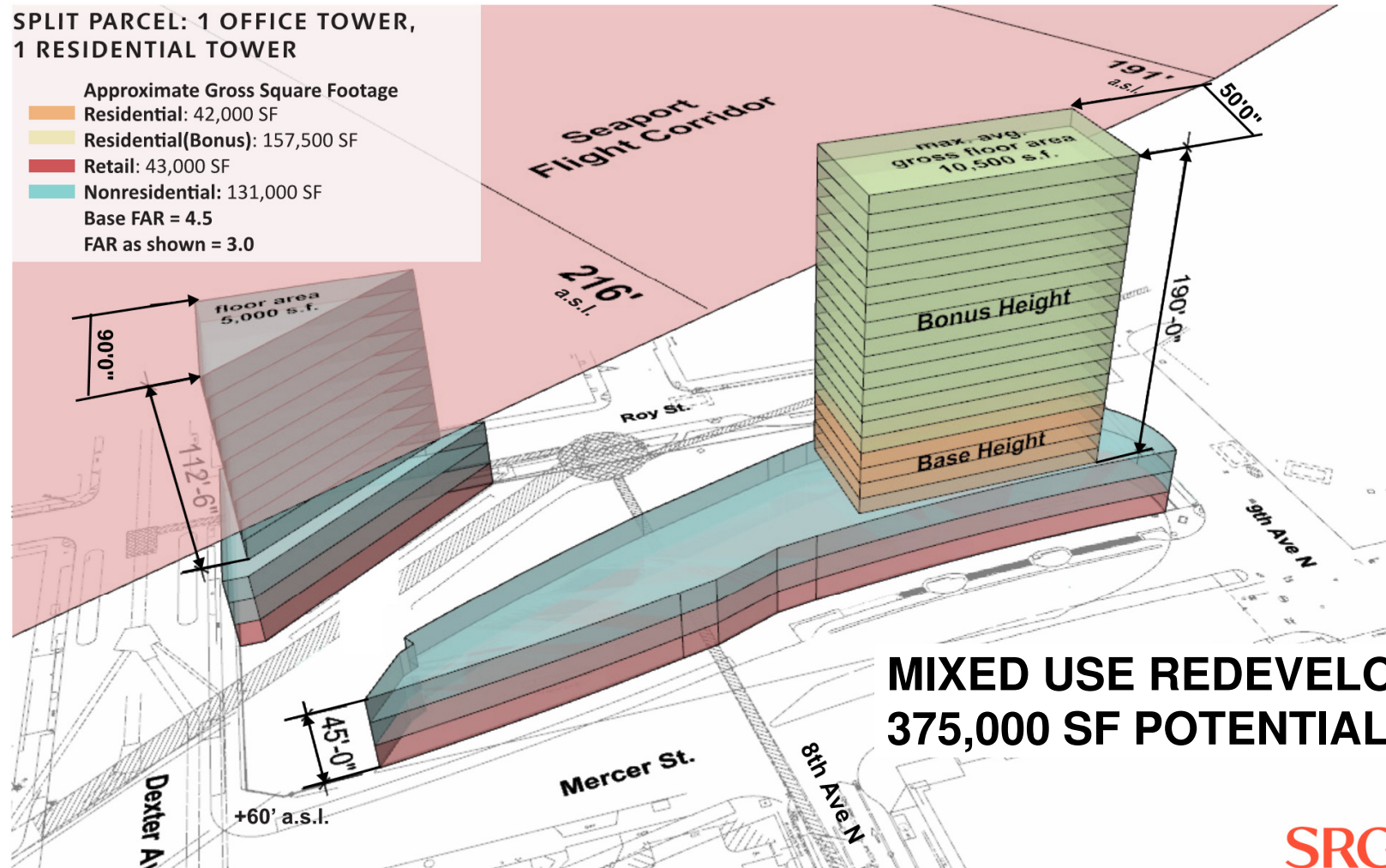
Developable Area = 42,966 SF

# BROAD STREET VACATION

## Potential Building Envelopes Without Vacation

SPLIT PARCEL: 1 OFFICE TOWER,  
1 RESIDENTIAL TOWER

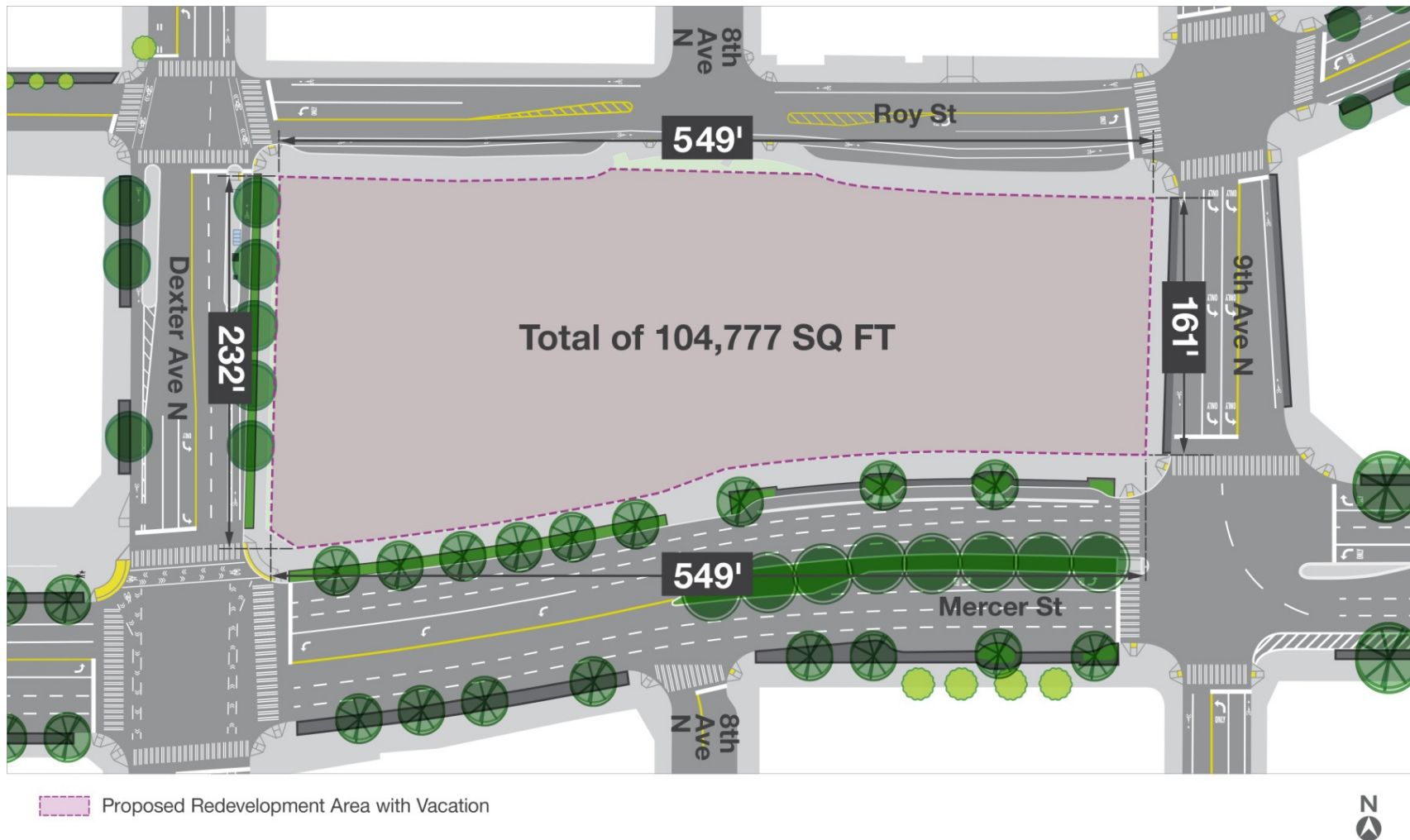
- Approximate Gross Square Footage
- Residential: 42,000 SF
  - Residential(Bonus): 157,500 SF
  - Retail: 43,000 SF
  - Nonresidential: 131,000 SF
- Base FAR = 4.5  
FAR as shown = 3.0



SRG

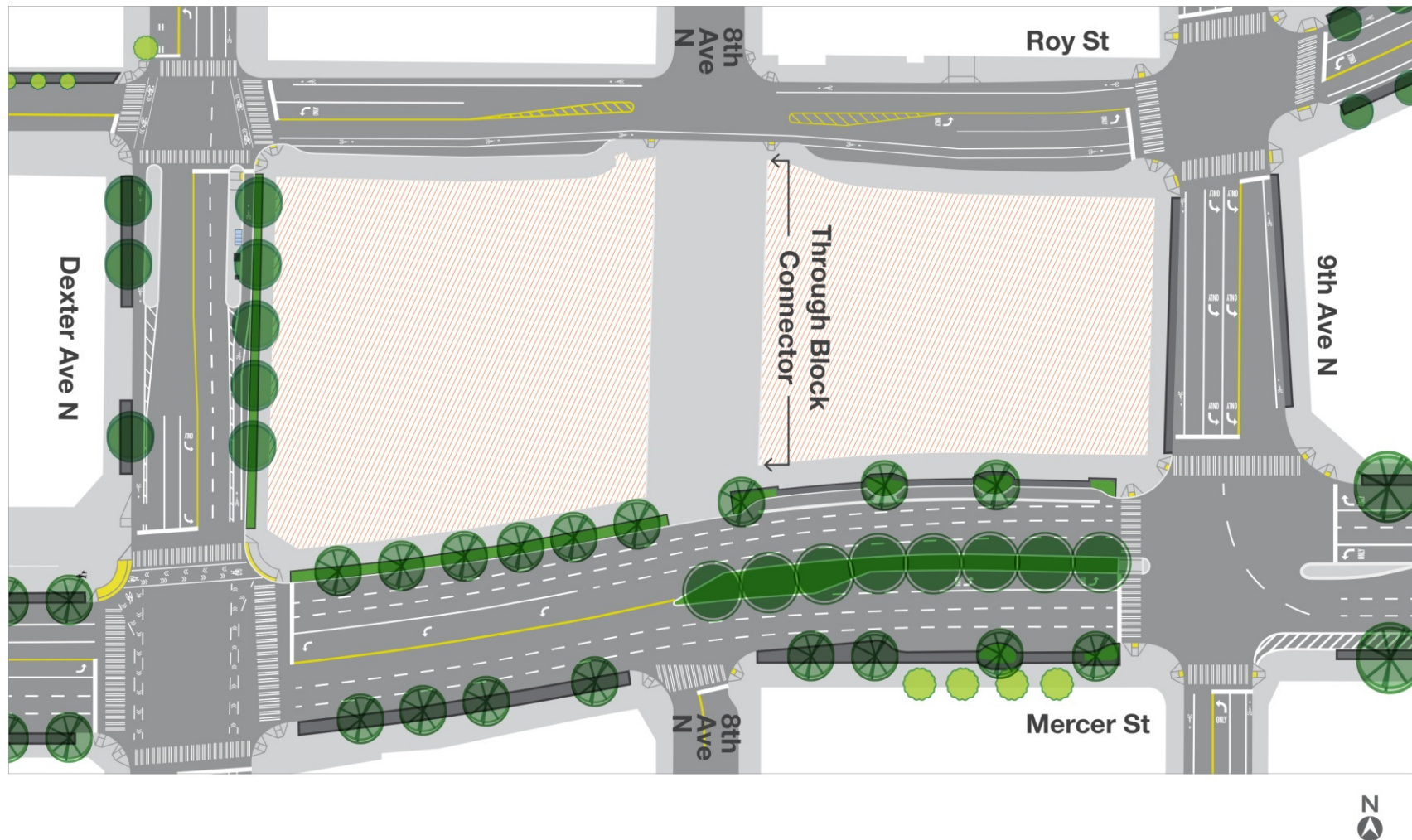
# BROAD STREET VACATION

## Developable Area With Vacation





## Through Block Connector



## Through Block Connector



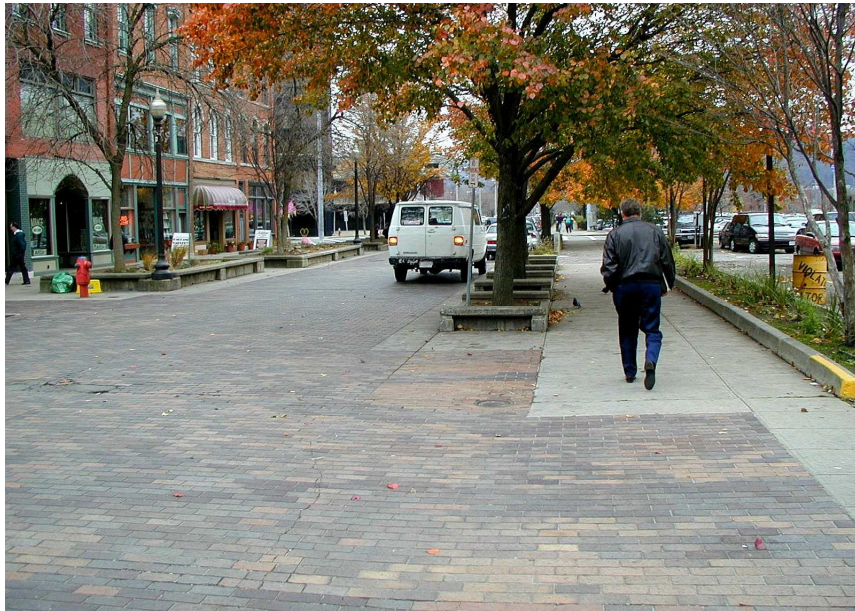
- Provides publicly accessible open space.
- Enhances pedestrian circulation and access.
- Provides local, site access from Mercer and Roy Streets.
- Implements the South Lake Union Design Urban Design Framework.
- Provides visual division for the Broad Street Property.



# BROAD STREET VACATION

## Through Block Connector

- City establishes design guidelines.
- Required by a future purchase and sale agreement.
- Developer designs and integrates improvements into their development per the City's design guidelines.





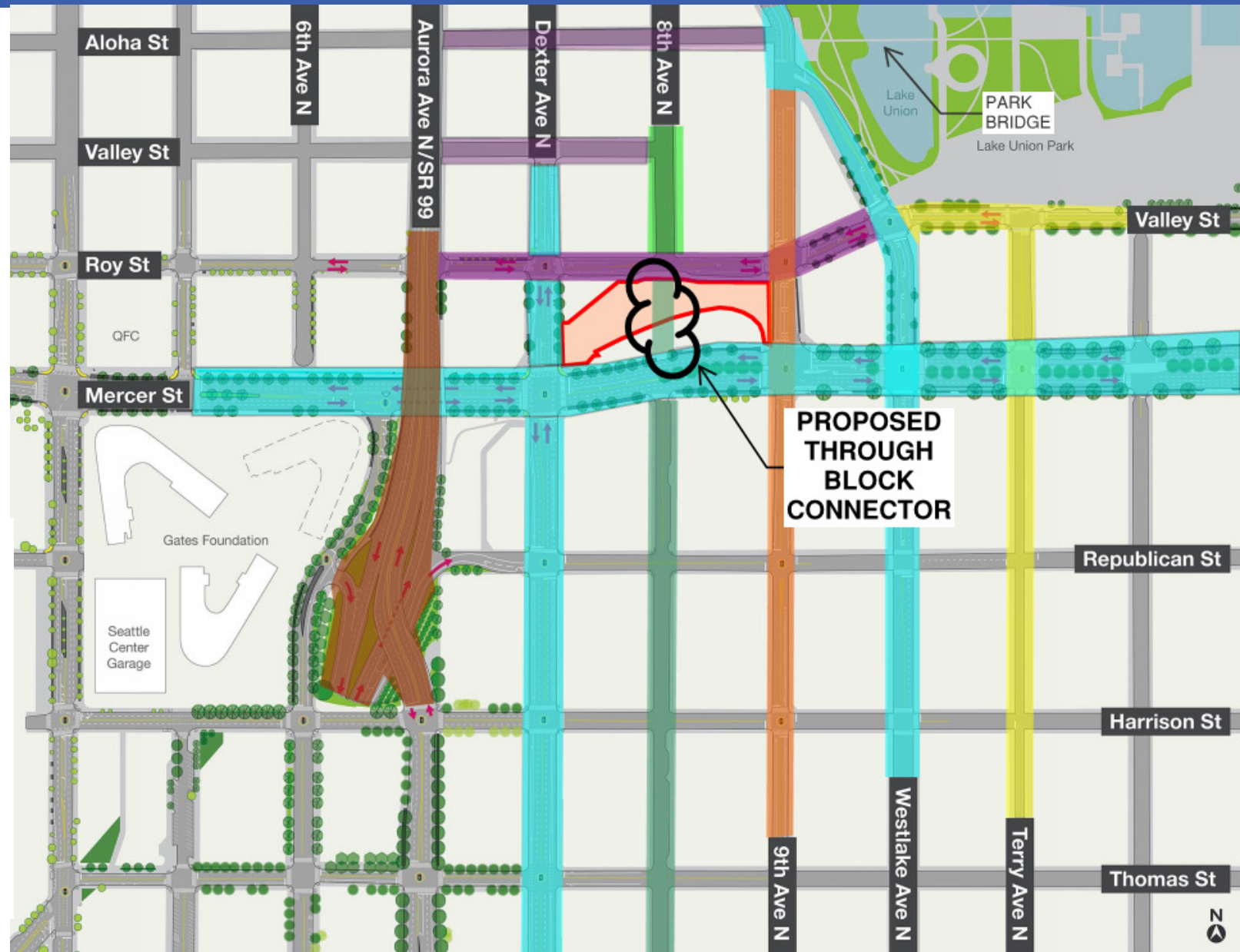
## Through Block Connector



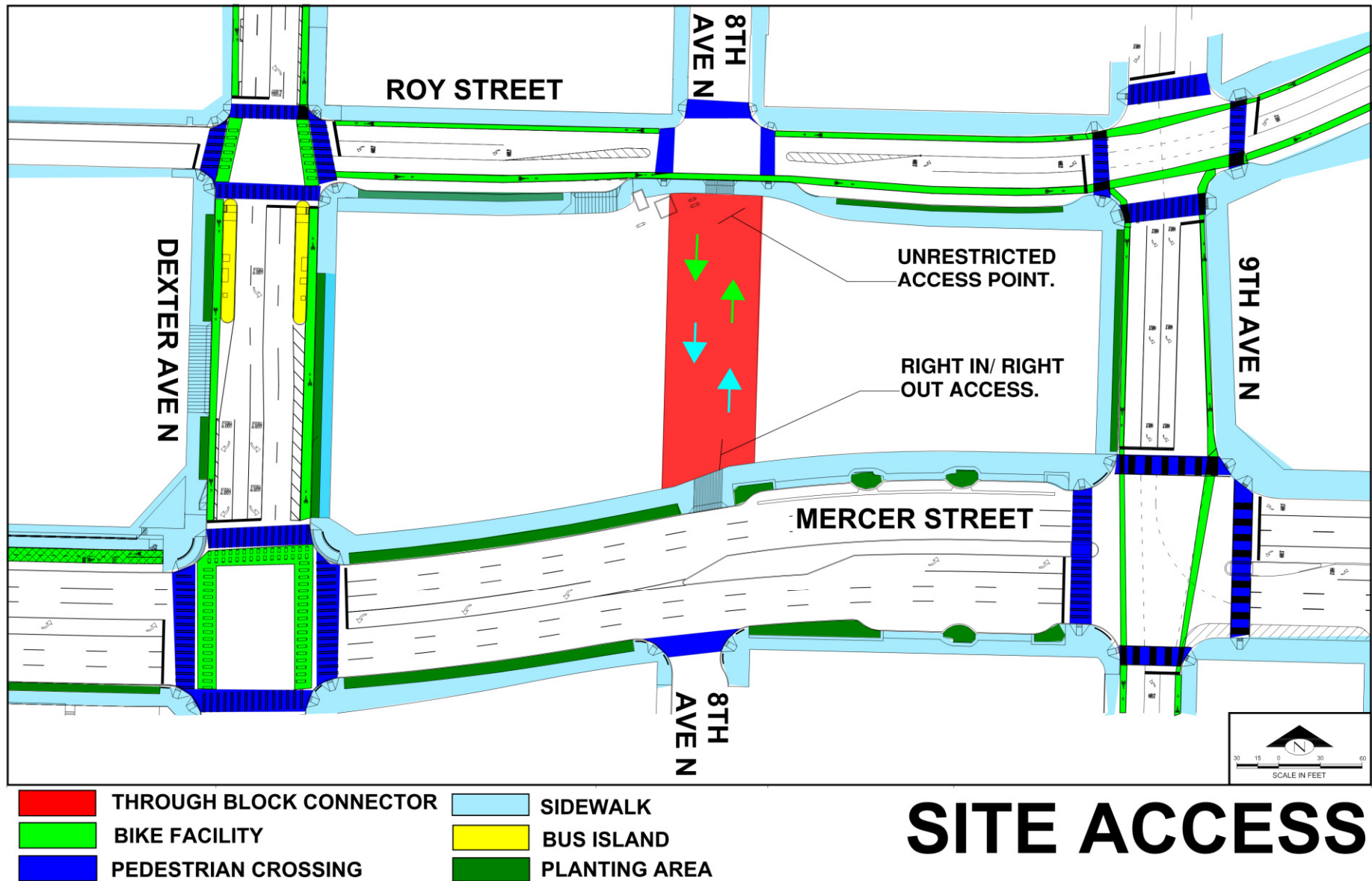
300<sup>th</sup> and 338<sup>th</sup> 8<sup>th</sup> Ave N Concept Drawing

# BROAD STREET VACATION

## Street Character With a Through Block Connector



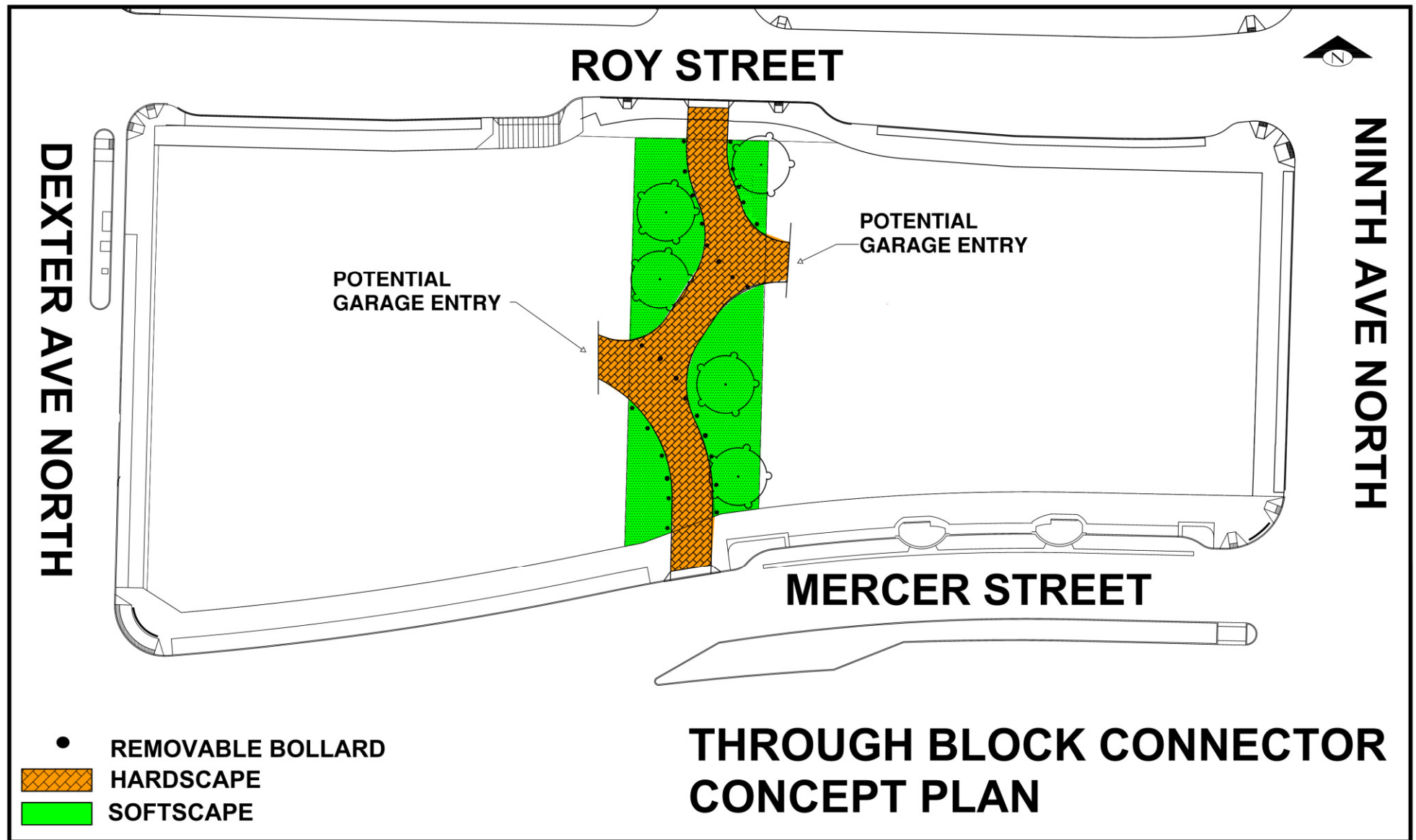
# BROAD STREET VACATION



## SITE ACCESS

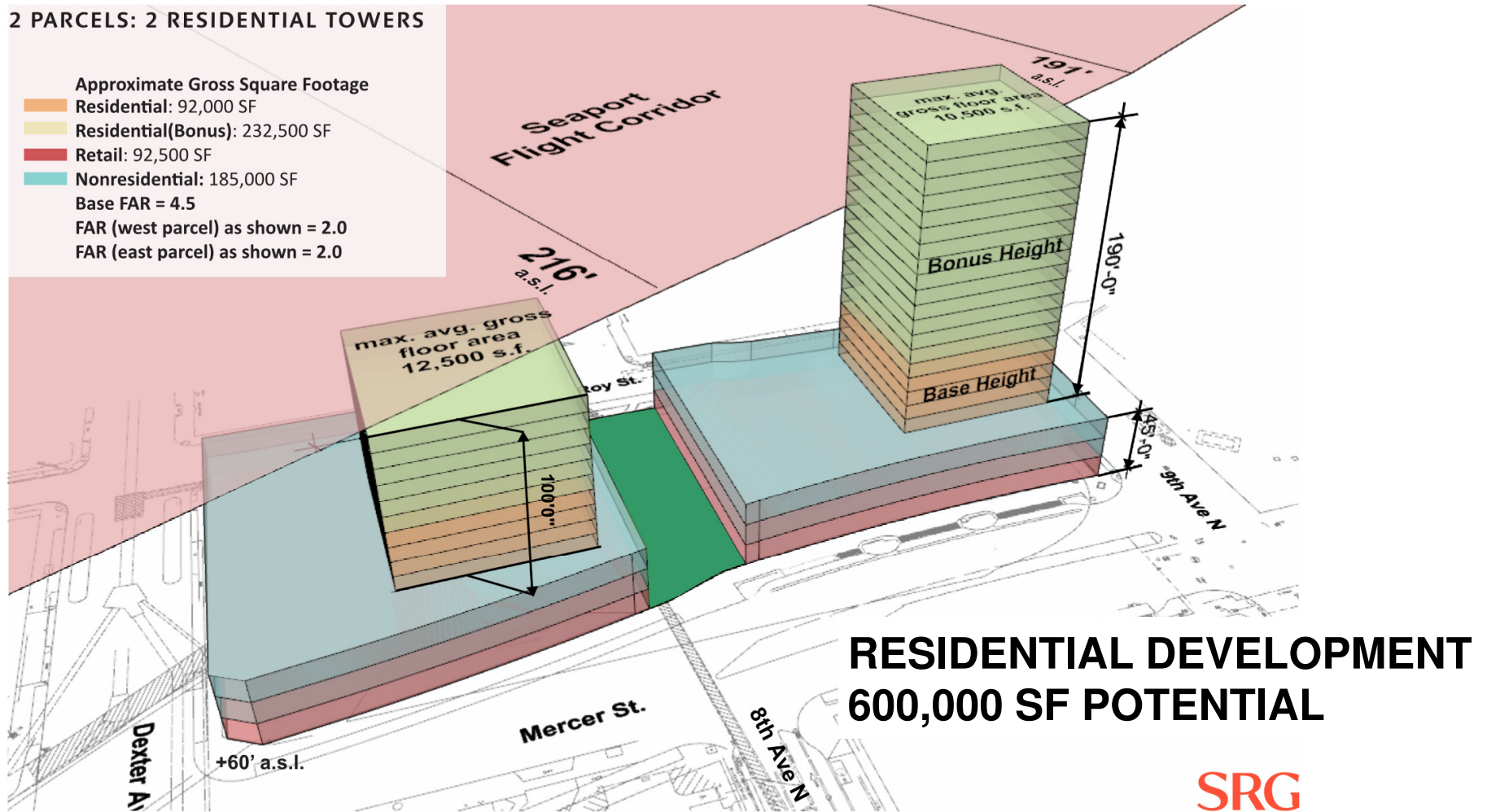


# BROAD STREET VACATION



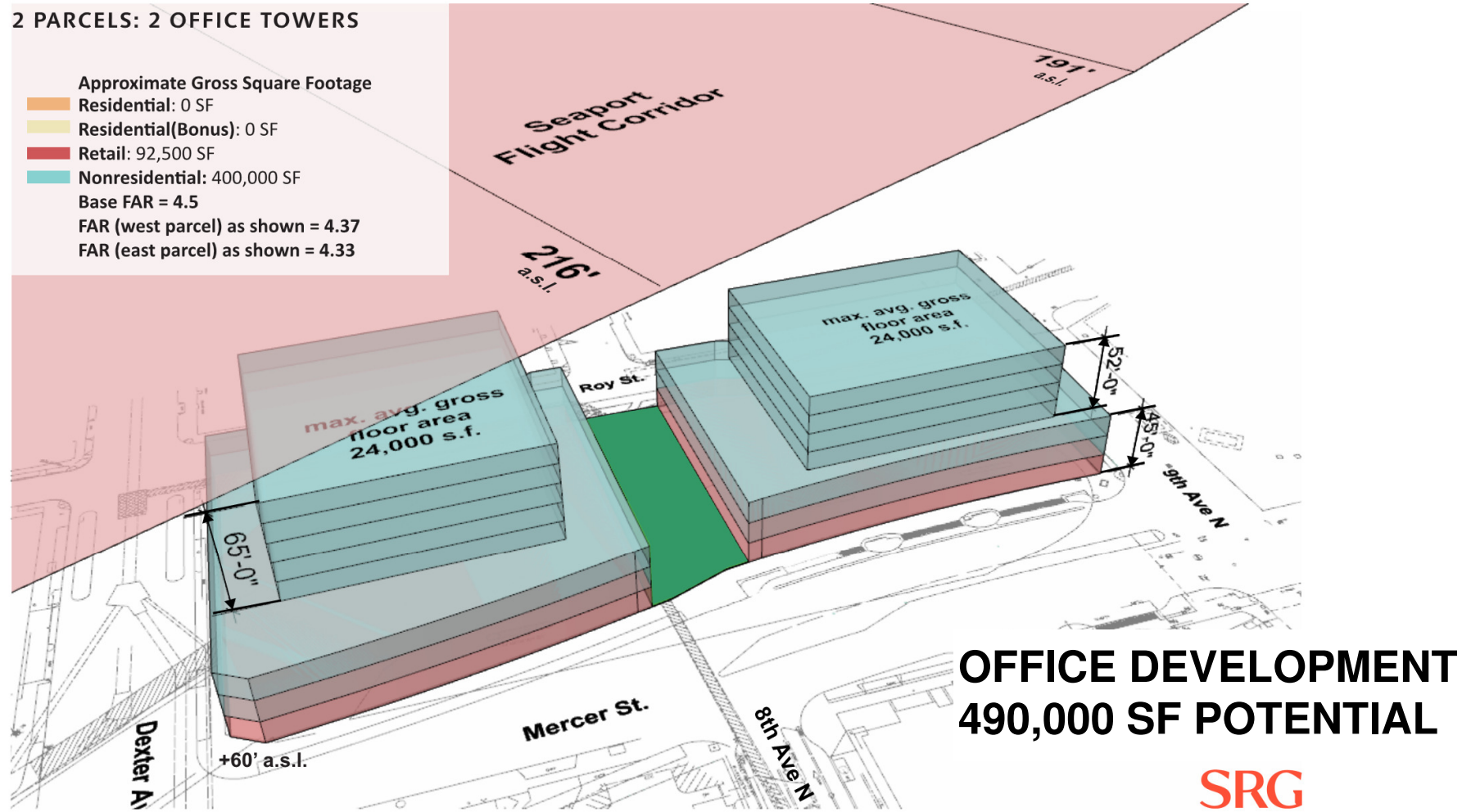
# BROAD STREET VACATION

## Potential Building Envelopes With Vacation Scenario 1



# BROAD STREET VACATION

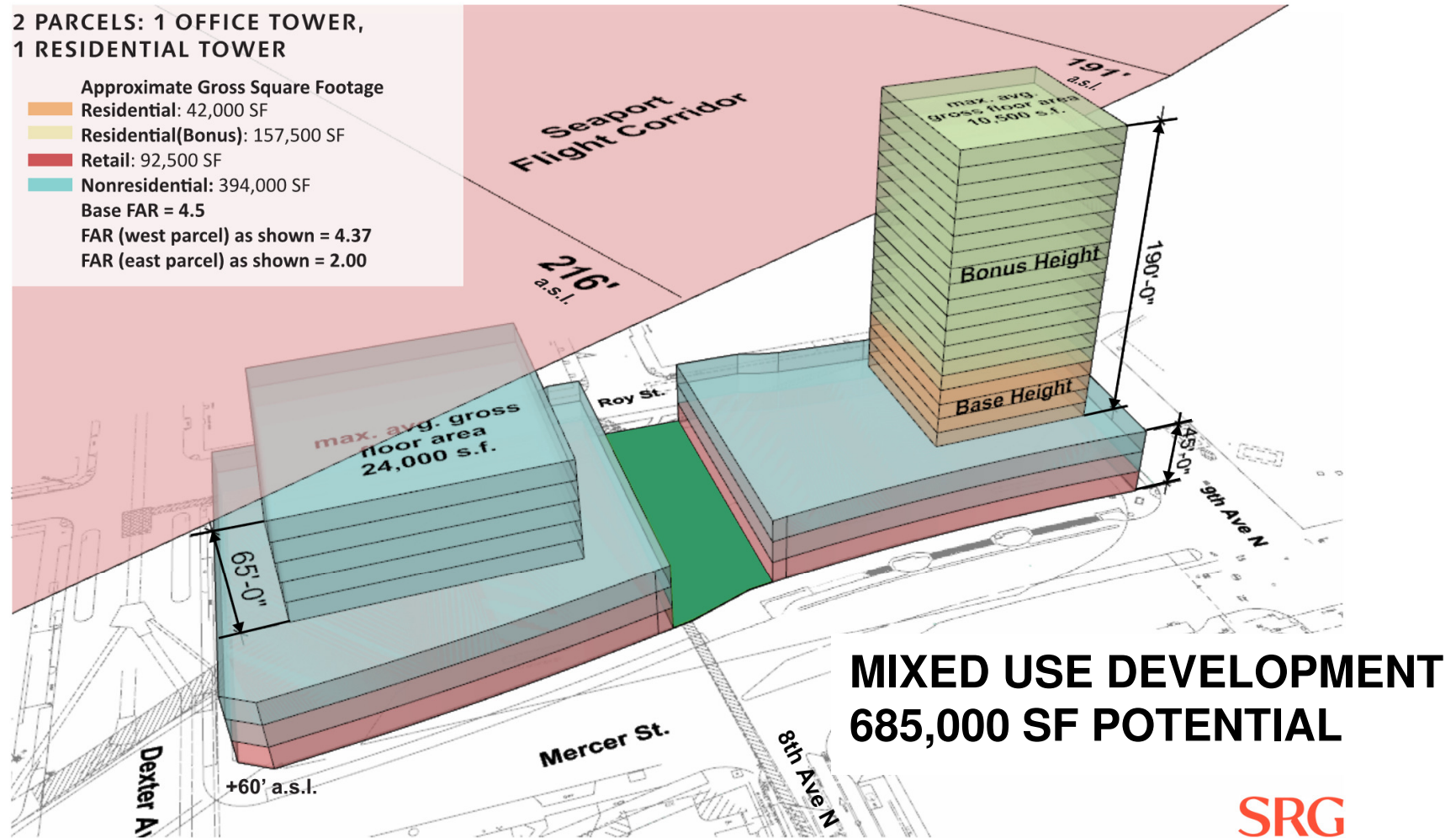
## Potential Building Envelopes With Vacation Scenario 2





# BROAD STREET VACATION

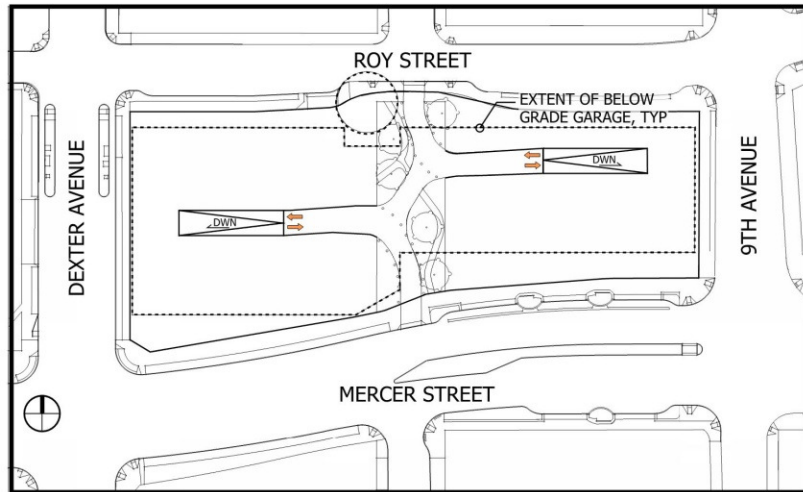
## Potential Building Envelopes With Vacation Scenario 3



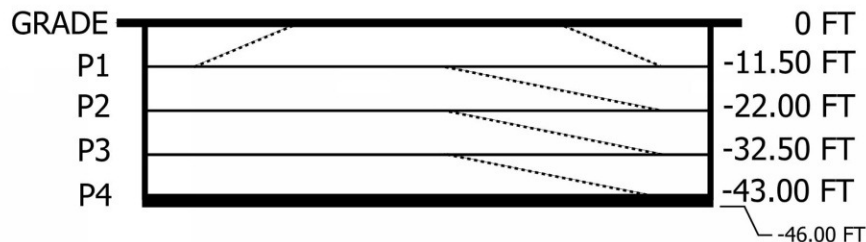
# BROAD STREET VACATION

## Conceptual Parking Study

### FULL SITE GARAGE



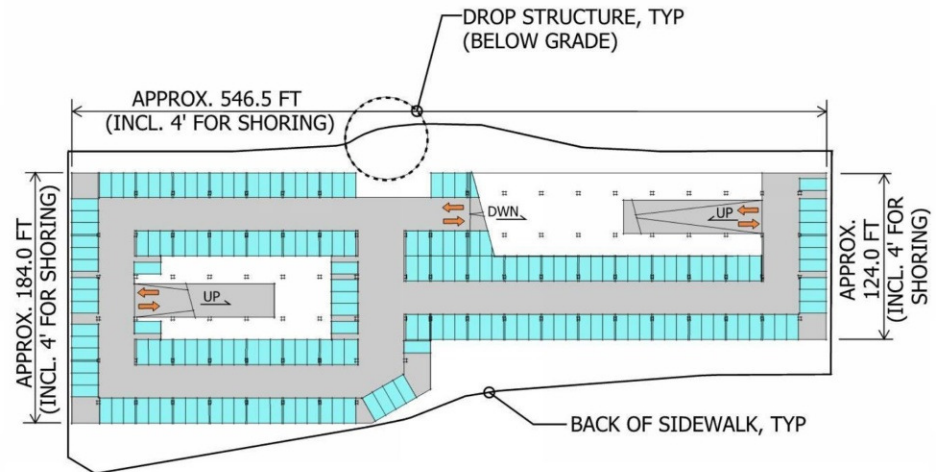
### STREET LEVEL



### PARKING GARAGE SECTION

(NTS, VERTICAL DIMENSION EXAGGERATED)

**FULL SITE GARAGE = 800 (+/-) STALLS**  
**INDEPENDENT GARAGES = 600 (+/-) STALLS**



### P1 PARKING LEVEL



### TYPICAL PARKING LEVEL

## Street Vacation Public Benefit Matrix

	Description	Proposed Benefit
<b>Mercer West Project Funding</b>	Proceeds from a future sale fund the Mercer West project	\$30.3 Million
		Adopted Funding Plan
<b>Through Block Connector</b>	Publicly accessible open space with pedestrian connection and local vehicle access	Pedestrian connection
		Public open space
		Iconic urban place that enhances social interaction
		Implements SLU Urban Design framework recommendation
<b>Transportation Improvements</b>	Neighborhood and Regional Transportation Improvements	Improved neighborhood & city street network
		Complete bicycle network
		Complete pedestrian network
		Street trees and landscaping
		Enhanced transit stops

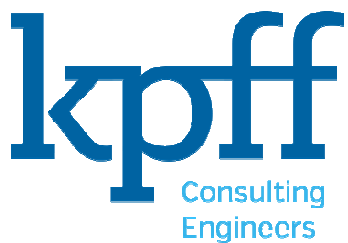


# **Mercer Corridor Project West Phase**

BROAD MEGA-BLOCK

## **Written Petition Request**

February 2015 |







# Broad Mega-Block Written Petition Request

February 2015

**Prepared for:**

Mr. Eric Tweit  
City of Seattle  
Department of Transportation  
700 Fifth Avenue, Suite 3900  
PO Box 34996  
Seattle, WA 98124

**Prepared by:**

KPFF Consulting Engineers  
1601 Fifth Avenue, Suite 1600  
Seattle, WA 98101  
(206) 622-5822  
KPFF Job No. 110159.10

**Sub consultant:**

Bush, Rode and Hitchings, Inc



## 1). Introduction

The Seattle Department of Transportation (SDOT) requests a street vacation of Broad Street and Mercer Street right-of-way to adjoining SDOT parcels. Figure 1 illustrates SDOT's right-of-way near the vacation request. The right-of-way requested for vacation is bounded by Roy Street, Ninth Ave North, Mercer Street, and Dexter Ave North (see Figure 2). These four streets are the boundaries of the "Broad Mega-Block" property as referenced in this document.

Figure 1 Existing SDOT Right-Of-Way Near the Proposed Vacation Area

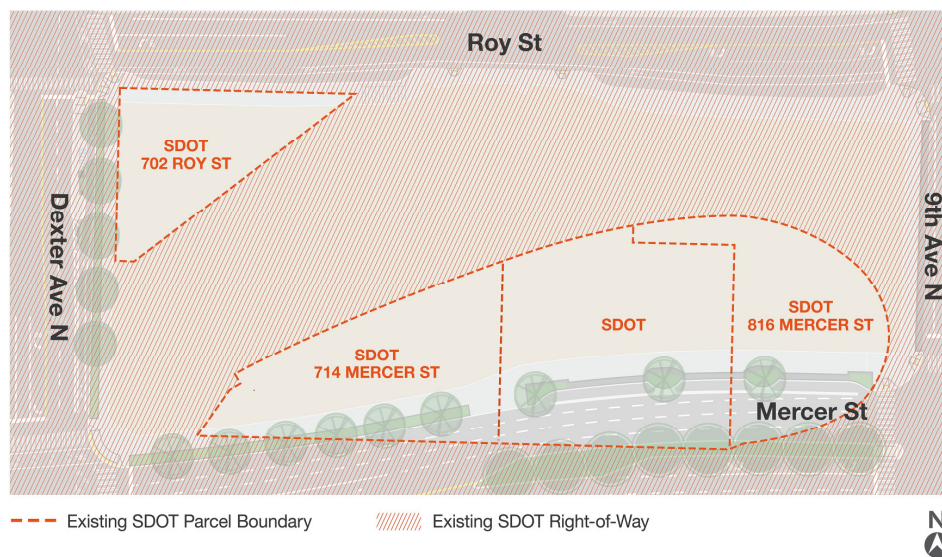
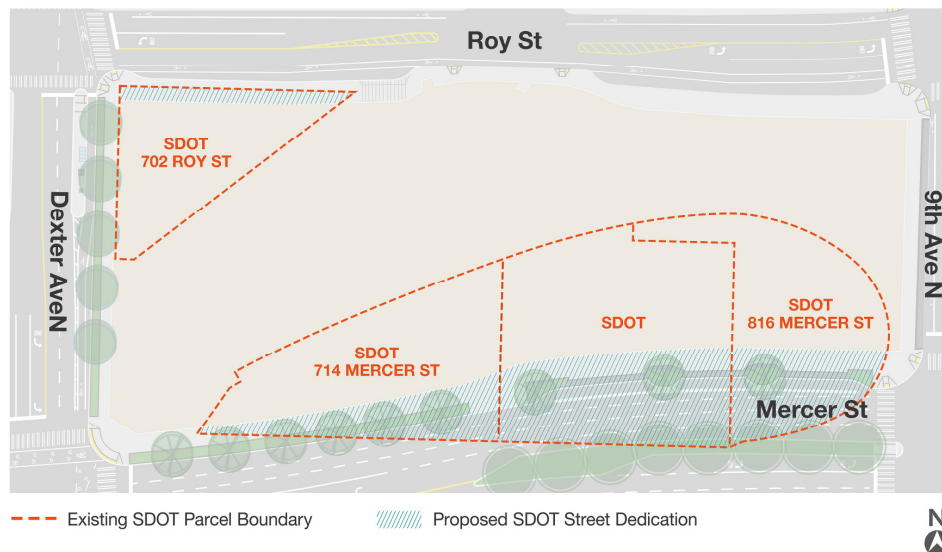


Figure 2 Proposed Street Right-Of-Way Vacation





## 2). Legal Description and Map of the Proposed Right-of-Way Vacation

Bush, Rode, and Hitchings Inc prepared a legal description and an exhibit of the proposed street vacation. The description and exhibit are attachment 1 of this written petition request.

Title reports for the adjoining SDOT parcels the vacation property would potentially join are attachment 2 of this written petition request.

The title reports in attachment 2 reference a street vacation exhibit (attachment 3) produced by Bush, Rode & Hitchings in 2002. The exhibit is not a legally recordable document, but utility easements within the title reports are legally defined through this exhibit. This exhibit is attached to the written petition request to supplement the utility easement review. Of note, the exhibit's parcel boundaries and proposed vacation area do not match the current parcel boundaries.

## 3). Petitioner Information

The petitioner seeking this street vacation is:

Petitioner	Petitioner Contact Representative
City of Seattle Department of Transportation 700 5th Avenue, No. 1868 PO Box 94729 Seattle, WA 98124-4996 206-684-7623	Mr. Eric Tweit City of Seattle Department of Transportation 700 Fifth Avenue, Suite 3900 PO Box 34996 Seattle, WA 98124 206-684-8834 Eric.Tweit@seattle.gov



## 4). Adjoining Property Owners

The parcels<sup>1</sup> and property owners<sup>1</sup> adjacent to the right-of-way<sup>2</sup> proposed for vacation include:

King County Parcel Number	King County Legal Address	Taxpaying Owner
2249000080	702 Roy Street Seattle, WA 98109	City of Seattle, SDOT
2249000055	714 W Mercer Street, Seattle, WA 98109	City of Seattle, SDOT
2249000040	N/A	City of Seattle, SDOT
2249000006	816 Mercer Street, Seattle, WA 98109	City of Seattle, SDOT
1988201410	N/A	City Investors XII LLC
1988201485	850 Republican St, Seattle, WA 98109	WBRP II
1988201480	850 Republican St, Seattle, WA 98109	WBRP 1

Notes:

1. Per King County Parcel Viewer 2/6/2015.
2. Proposed vacation is only occurring on Mercer Street right-of-way and Broad Street right-of-way only. Owners on Ninth Ave North, Dexter Ave N and Roy Street are not adjacent to the right-of-way proposed for vacation.

## 5). Plat Map

A relevant plat map or record of survey could not be located for the street right-of-way or the adjoining parcels within the County records. The historical Plat Book contains the original street plat information and is included within the written petition request (Attachment 4).

## 6). County Assessors Map

A copy of the relevant King County Assessors Map (Attachment 5), is included within this written petition request. A blown up detail of the map is also included. (Attachment 6).







**MERCER WEST**

# Attachment 1

Legal Description and Map of the Proposed Right-of-Way  
Vacation

## BROAD STREET VACATION DESCRIPTION

PORTIONS OF BROAD STREET, MERCER STREET AND CONDEMNATION ORDINANCE NOS. 17628, 50890 AND 84452 MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE MONUMENTED INTERSECTION OF ROY ST. AND DEXTER AVE. NORTH;

THENCE SOUTH  $01^{\circ}28'04''$  WEST ALONG THE CENTERLINE OF SAID DEXTER AVE. NORTH, A DISTANCE OF 153.09 FEET;

THENCE, AT A RIGHT ANGLE, SOUTH  $88^{\circ}31'56''$  EAST, A DISTANCE OF 53.00 FEET TO A POINT ON THE EAST MARGIN OF SAID DEXTER AVE. NORTH AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH  $88^{\circ}32'51''$  EAST, A DISTANCE OF 13.01 FEET;

THENCE NORTH  $52^{\circ}53'29''$  EAST, A DISTANCE OF 179.96 FEET;

THENCE NORTH  $88^{\circ}20'14''$  EAST, A DISTANCE OF 35.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTH, WITH A RADIUS OF 35.00 FEET, WHICH CENTER BEARS NORTH  $01^{\circ}41'43''$  WEST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $31^{\circ}52'16''$ , A DISTANCE OF 19.47 FEET TO THE SOUTH MARGIN OF SAID ROY ST;

THENCE ALONG SAID MARGIN SOUTH  $88^{\circ}32'41''$  EAST, A DISTANCE OF 62.10 FEET;

THENCE CONTINUING ALONG SAID SOUTH MARGIN SOUTH  $88^{\circ}33'04''$  EAST, A DISTANCE OF 67.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, WITH A RADIUS OF 100.00 FEET, WHICH CENTER BEARS NORTH  $23^{\circ}15'55''$  EAST;

THENCE ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF  $19^{\circ}00'48''$ , A DISTANCE OF 33.18 FEET;

THENCE SOUTH  $85^{\circ}44'53''$  EAST, A DISTANCE OF 55.09 FEET;

THENCE SOUTH  $88^{\circ}35'57''$  EAST, A DISTANCE OF 123.52 FEET;

THENCE SOUTH  $01^{\circ}43'01''$  WEST, A DISTANCE OF 160.63 FEET;

THENCE NORTH  $88^{\circ}48'50''$  WEST, A DISTANCE OF 9.19 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, WITH A RADIUS OF 65.00 FEET, WHICH CENTER BEARS NORTH  $79^{\circ}15'44''$  WEST;

THENCE ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF  $60^{\circ}05'28''$ , A DISTANCE OF 68.17 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 140.00 FEET, WHICH CENTER BEARS SOUTH  $40^{\circ}38'47''$  WEST;

THENCE ALONG SAID COMPOUND CURVE THOUGH A CENTRAL ANGLE OF  $36^{\circ}51'30''$ , A DISTANCE OF 90.06 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTH, WITH A RADIUS OF 379.17 FEET, WHICH CENTER BEARS SOUTH  $00^{\circ}06'44''$  EAST;

THENCE ALONG SAID COMPOUND CURVE THOUGH A CENTRAL ANGLE OF  $8^{\circ}39'25''$ , A DISTANCE OF 57.29 FEET;

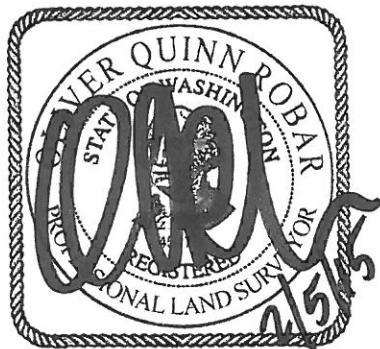
THENCE SOUTH  $80^{\circ}53'45''$  WEST, A DISTANCE OF 15.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, WITH A RADIUS OF 501.24 FEET, WHICH CENTER BEARS SOUTH  $10^{\circ}13'58''$  EAST;

THENCE ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF  $3^{\circ}07'36''$ , A DISTANCE OF 27.35 FEET TO THE BEGINNING OF A COMPOUND

CURVE, CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 956.22 FEET,  
WHICH CENTER BEARS SOUTH 14°25'20" EAST;  
THENCE ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF  
6°10'27", A DISTANCE OF 103.04 FEET TO THE BEGINNING OF A  
COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF  
1338.00 FEET, WHICH CENTER BEARS SOUTH 20°01'33" EAST;  
THENCE ALONG SAID COMPOUND CURVE THOUGH A CENTRAL ANGLE OF  
7°05'26", A DISTANCE OF 165.58 FEET;  
THENCE SOUTH 29°32'43" EAST, A DISTANCE OF 7.51 FEET;  
THENCE SOUTH 58°57'10" WEST, A DISTANCE OF 9.05 FEET;  
THENCE SOUTH 35°16'26" WEST, A DISTANCE OF 34.03 FEET;  
THENCE SOUTH 84°21'54" WEST, A DISTANCE OF 32.96 FEET TO THE  
NORTH MARGIN OF MERCER ST.;  
THENCE CONTINUING SOUTH 84°21'54" WEST, A DISTANCE OF 12.52 FEET;  
THENCE NORTH 57°22'25" WEST, A DISTANCE OF 2.98 FEET TO SAID  
NORTH MARGIN;  
THENCE CONTINUING NORTH 57°22'25" WEST, A DISTANCE OF 17.16 FEET;  
THENCE NORTH 01°28'04" EAST, A DISTANCE OF 111.22 FEET TO THE  
TRUE POINT OF BEGINNING;

CONTAINING AN AREA OF 61,811 SQUARE FEET OR 1.4190 ACRES, MORE OR  
LESS.

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



KPFF  
MERCER WEST  
OLIVER Q. ROBAR, P.L.S.  
BRH JOB NO. 2010053.24  
FEBRUARY 05, 2015

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



LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S88°32'51"E	13.01'	L7	S88°35'57"E	123.52'	L13	S35°16'26"W	34.03'
L2	N52°53'29"E	179.96'	L8	S01°43'01"W	160.63'	L14	S84°21'54"W	32.96'
L3	N88°20'14"E	35.72'	L9	N88°48'50"W	9.19'	L15	S84°21'54"W	12.52'
L4	S88°32'41"E	62.10'	L10	S80°53'45"W	15.88'	L16	N57°22'25"W	2.98'
L5	S88°33'04"E	67.29'	L11	S29°32'43"E	7.51'	L17	N57°22'25"W	17.16'
L6	S85°44'53"E	55.09'	L12	S58°57'10"W	9.05'	L18	N01°28'04"E	111.22'

CURVE TABLE				CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH	NO.	RADIUS	DELTA	LENGTH
C1	35.00'	31°52'16"	19.47'	C7	956.22'	6°10'27"	103.04'
C2	100.00'	19°00'48"	33.18'	C8	1338.00'	7°05'26"	165.58'
C3	65.00'	60°05'28"	68.17'				
C4	140.00'	36°51'30"	90.06'				
C5	379.17'	8°39'25"	57.29'				
C6	501.24'	3°07'36"	27.35'				

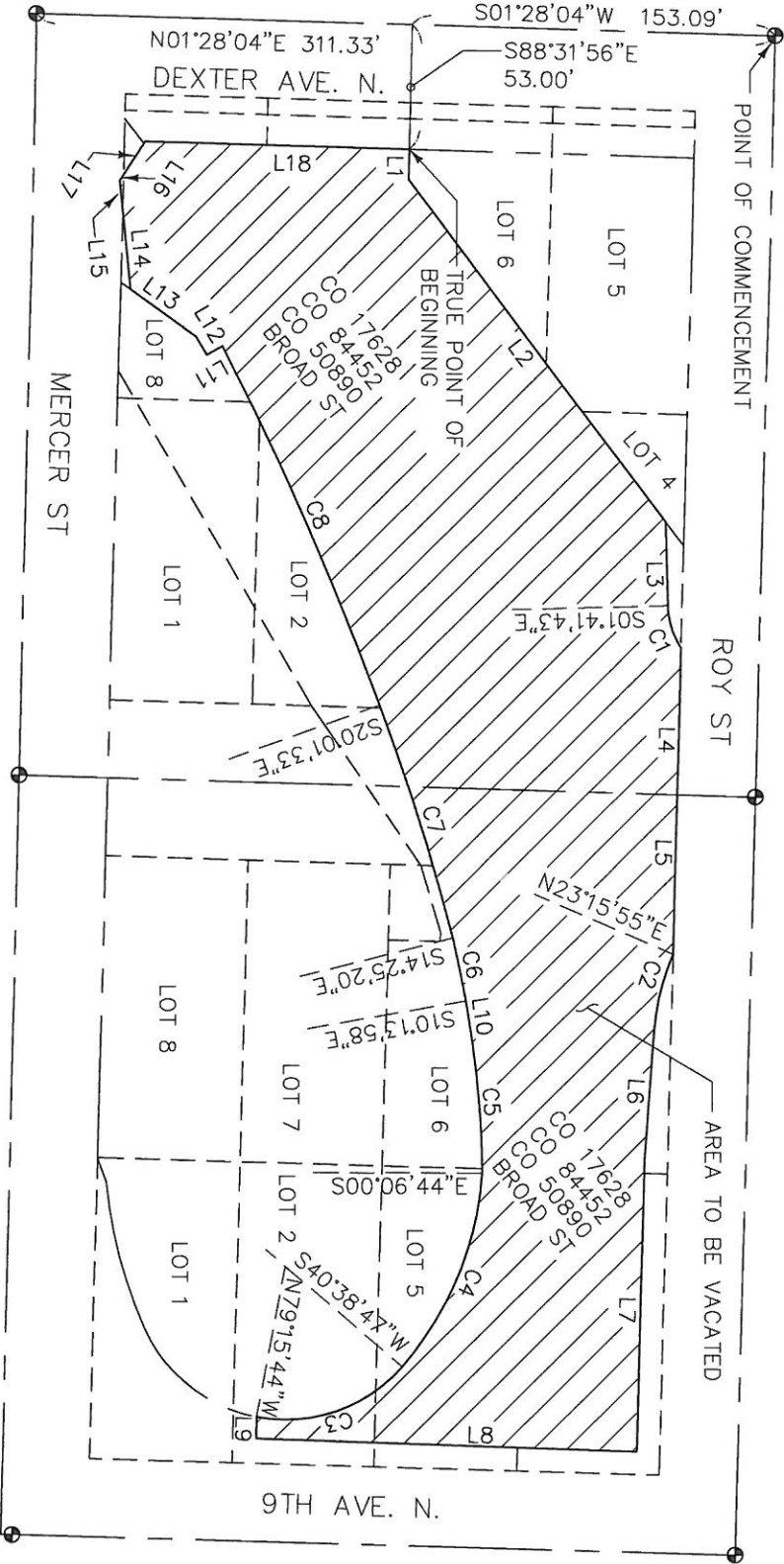
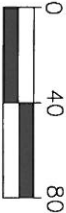
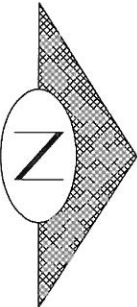


EXHIBIT DRAWING  
BROAD STREET VACATION  
PREPARED FOR: KPFF

**BRH**  
**BUSH, ROED & HITCHINGS, INC.**  
CIVIL ENGINEERS & LAND SURVEYORS  
2009 MINOR AVE. EAST  
SEATTLE, WA 98102  
BRH JOB NO. 2010053.24  
U:\C3D\2010\2010053-24\SURVEYING\DWG\XS-VAC-24.DWG

(206) 323-4144  
02/05/2015





**MERCER WEST**

# Attachment 2

Title Reports



**First American**

**First American Title Insurance Company**

818 Stewart St, Ste 800

Seattle, WA 98101

Phn - (206)728-0400 (800)826-7718

Fax -

**King County Title Team**

818 Stewart St, Ste. 800, Seattle, WA 98101

Fax No. (866) 904-2177

Fax No. (866) 561-3729

**EMAIL: TITLEKINGWA@firstam.com**

Pat Fullerton (206) 615-3055

Kelly Cornwall (206) 336-0725

Jennifer Salas (206) 615-3011

Peter Child (206) 336-0726

Kathy J. Turner (206) 336-0724

Curtis Goodman (206) 615-3069

Municipality Title Officer

To: **City of Seattle Department of Transportation**

**P.O. Box 34996**

**Seattle, WA 98124**

File No.: **4209-2368438**

Your Ref No.: **Broad Street Right of Way**

**Attn: Sam Spencer**

Re: Property Address: **702 Roy Street, Seattle, WA 98109**

**COMMITMENT FOR TITLE INSURANCE**

Issued by

**FIRST AMERICAN TITLE INSURANCE COMPANY**

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

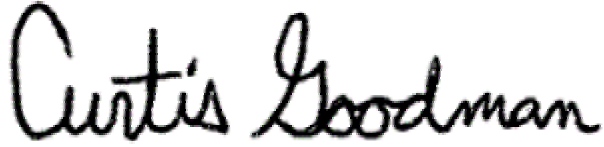
The General Exceptions and Exceptions in Schedule B-II.

The Conditions.

This Commitment is not valid without Schedule A and Section I and II of Schedule B.



***First American Title Insurance Company***

A handwritten signature in black ink that reads "Curtis Goodman". The signature is written in a cursive, flowing style.

Curtis Goodman, Title Officer

### SCHEDULE A

1. Commitment Date: December 30, 2014 at 7:30 A.M.

2.	Policy or Policies to be issued:	AMOUNT	PREMIUM	TAX
	General Schedule Rate			
	Standard Owner's Policy	\$ To Follow	\$ To Follow	\$ To Follow
	Proposed Insured:			
	To Follow			
	Work Charge	\$	450.00	\$ 42.75

3. (A) The estate or interest in the land described in this Commitment is:

Fee Simple

(B) Title to said estate or interest at the date hereof is vested in:

THE CITY OF SEATTLE, A MUNICIPAL CORPORATION

4. The land referred to in this Commitment is described as follows:  
Real property in the County of King, State of Washington, described as follows:

The land referred to in this report is described in Exhibit A attached hereto.

**SCHEDULE B  
SECTION I**

**REQUIREMENTS**

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s):
- (F) Other:
- (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other:

**SCHEDULE B  
SECTION II**

**GENERAL EXCEPTIONS**

**PART ONE:**

- A. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- B. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- C. Easements, claims of easement or encumbrances which are not shown by the public records.
- D. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- E. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the public records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
- F. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the public records.
- G. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
- H. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquires of record for value the escrow or interest or mortgage(s) thereon covered by this Commitment.

**SCHEDULE B**  
**SECTION II**  
**EXCEPTIONS**

**PART TWO:**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are available from the office which issued this Commitment. Copies of the policy forms should be read.

1. Lien of the Real Estate Excise Sales Tax and Surcharge upon any sale of said premises, if unpaid. As of the date herein, the excise tax rate for the **City of Seattle** is at **1.78%**.  
Levy/Area Code: 0012

2. General Taxes and assessments, if any, for the year 2015 in an amount not yet available, which cannot be paid until February 15th.  
Tax Account No.: 224900-0080-00

We note the tax legal description contains an exception for property taken by City of Seattle Ordinance No. 123336. Said Ordinance did not take any additional property. It changed the designation of a portion of Lot 5 from "limited access highway purposes to "general street purposes".

Note: Taxes and charges for 2014 were paid in full in the amount of \$979.32.

3. Liability, if any, for pro-rata portion of **Real Property** taxes, which are carried on the King County Tax Rolls, as exempt. Tax account no. 224900-0080-00.

The taxes for the current year reflect an exemption. Any curtailment of the exemption may result in an additional amount being due for the current year and for any re-assessment of land and improvement values.

4. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.
5. Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Short Plat or Plat of Eden Addition to the City of Seattle recorded in [Volume 1 of Plats, Page\(s\) 61a](#).
6. Terms and conditions of Ordinance Numbers 17628, 50890 and 84452 of the City of Seattle, including, but not limited to the right to make necessary slopes for cuts and fills, including lateral supports and retaining walls.

7. Indemnity Agreement and the terms and conditions thereof:

Between: Carol S. Stanhope

Recording Information: [5461596](#)

Regarding: Said agreement released the City of Seattle from all future claims for damages resulting from the construction of side sewer.



8. Provisions contained in the City of Seattle Ordinance No. 99377 and instrument recorded under King County Recording Number [7104230427](#) regarding limited access.
9. The terms and provisions contained in the document entitled "Off-Site Accessory Parking Covenant"  
Recorded: June 02, 1998  
Recording No.: [9806022054](#)

<b>INFORMATIONAL NOTES</b>
----------------------------

- A. Potential charges, for the King County Sewage Treatment Capacity Charge, as authorized under RCW 35.58 and King County Code 28.84.050. Said charges could apply for any property that connected to the King County Sewer Service area on or after February 1, 1990. Note: Properties located in Snohomish County may be subject to the King County Sewage Treatment Capacity Charges.
- B. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, certain format and content requirements must be met (refer to RCW 65.04.045). Failure to comply may result in rejection of the document by the recorder or additional fees being charged, subject to the Auditor's discretion.
- C. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.
- D. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

Ptn Lots 4-6, Block 2, Eden Add. to the City of Seattle, [Vol. 1, P. 61A](#), King County  
APN: 224900-0080-00

- E. The following deeds affecting the property herein described have been recorded within 36 months of the effective date of this commitment: NONE
- F. Name and address of current taxpayer according to the King County Assessors record are:

Seattle City of SDOT  
700 5th Ave STE 3900 PO BOX 34996  
Seattle, WA 98124

- G. The vestee(s) herein acquired title by instrument(s) recorded under Recording Number(s) [6472139](#) and [7107020159](#).

Property Address: **702 Roy Street, Seattle, WA 98109**

NOTE: The forthcoming Mortgagee's Policy will be the ALTA 2006 Policy unless otherwise noted on Schedule A herein.

NOTE: We find no judgments or Federal tax liens against the vestee herein, unless otherwise shown as a numbered exception above.

## **CONDITIONS**

### **1. DEFINITIONS**

(a)"Mortgage" means mortgage, deed of trust or other security instrument.

(b)"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### **2. LATER DEFECTS**

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

### **3. EXISTING DEFECTS**

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### **4. LIMITATION OF OUR LIABILITY**

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section I  
or

eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### **5. CLAIMS MUST BE BASED ON THIS COMMITMENT**

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

cc:

cc: City of Seattle



*First American*

**First American Title Insurance Company**  
818 Stewart St, Ste 800  
Seattle, WA 98101  
Phn - (206)728-0400 (800)826-7718  
Fax -



*First American Title*

#### **Privacy Information**

##### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### **Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### **Use of Information**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

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#### **Information Obtained Through Our Web Site**

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### **Business Relationships**

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### **Cookies**

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### **Fair Information Values**

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

***FIRST AMERICAN TITLE INSURANCE COMPANY***  
**Exhibit "A"**

Vested Owner: THE CITY OF SEATTLE, A MUNICIPAL CORPORATION

Real property in the County of King, State of Washington, described as follows:

Lots 4, 5 and 6, Block 2, Eden Addition to the City of Seattle, according to the plat thereof recorded in [Volume 1 of Plats, page 61A](#), in King County, Washington;  
EXCEPT that portion lying within Dexter Avenue (Dexter Avenue North) and Broad Street, condemned in King County Superior Court Cause Numbers 61981 and 193437 as provided by City of Seattle Ordinance Numbers 17628 and 50890.

Tax Parcel Number: 224900-0080-00

Situs Address: 702 Roy Street, Seattle, WA 98109







**First American**

**First American Title Insurance Company**

818 Stewart St, Ste 800

Seattle, WA 98101

Phn - (206)728-0400 (800)826-7718

Fax -

**King County Title Team**

818 Stewart St, Ste. 800, Seattle, WA 98101

Fax No. (866) 904-2177

Fax No. (866) 561-3729

**EMAIL: TITLEKINGWA@firstam.com**

Pat Fullerton (206) 615-3055

Kelly Cornwall (206) 336-0725

Jennifer Salas (206) 615-3011

Peter Child (206) 336-0726

Kathy J. Turner (206) 336-0724

Curtis Goodman (206) 615-3069

Municipality Title Officer

To: **City of Seattle Department of Transportation**

**P.O. Box 34996**

**Seattle, WA 98124**

File No.: **4209-2368439**

Your Ref No.: **Broad Street Right of  
Way**

**Attn: Sam Spencer**

Re: Property Addresses: **816, 800 and 714 Mercer Street, Seattle, WA 98109**

**Second Report**

**COMMITMENT FOR TITLE INSURANCE**

Issued by

**FIRST AMERICAN TITLE INSURANCE COMPANY**

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

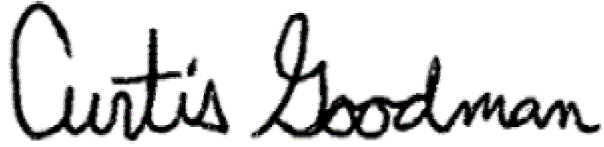
The Requirements in Schedule B-I.

The General Exceptions and Exceptions in Schedule B-II.

The Conditions.

This Commitment is not valid without Schedule A and Section I and II of Schedule B.

***First American Title Insurance Company***

A handwritten signature in black ink that reads "Curtis Goodman". The signature is written in a cursive, flowing style.

Curtis Goodman, Title Officer

**SCHEDULE A**

1. Commitment Date: January 7, 2005 at 7:30 A.M.

2.	Policy or Policies to be issued:	AMOUNT	PREMIUM	TAX
	General Schedule Rate			
	Standard Owner's Policy	\$ To Follow	\$ To Follow	\$ To Follow
	Proposed Insured:			
	To Follow			
	Work Charge	\$	450.00	\$ 42.75

3. (A) The estate or interest in the land described in this Commitment is:

Fee Simple

(B) Title to said estate or interest at the date hereof is vested in:

THE CITY OF SEATTLE, A MUNICIPAL CORPORATION

4. The land referred to in this Commitment is described as follows:  
Real property in the County of King, State of Washington, described as follows:

The land referred to in this report is described in Exhibit A attached hereto.

**SCHEDULE B  
SECTION I**

**REQUIREMENTS**

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s):
- (F) Other:
- (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other:

**SCHEDULE B  
SECTION II**

**GENERAL EXCEPTIONS**

**PART ONE:**

- A. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- B. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- C. Easements, claims of easement or encumbrances which are not shown by the public records.
- D. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- E. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the public records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
- F. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the public records.
- G. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
- H. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquires of record for value the escrow or interest or mortgage(s) thereon covered by this Commitment.



**SCHEDULE B**  
**SECTION II**

**EXCEPTIONS**

**PART TWO:**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are available from the office which issued this Commitment. Copies of the policy forms should be read.

1. Lien of the Real Estate Excise Sales Tax and Surcharge upon any sale of said premises, if unpaid. As of the date herein, the excise tax rate for the **City of Seattle** is at **1.78%**.  
Levy/Area Code: 0012

2. General Taxes and assessments, if any, for the year 2015 in an amount not yet available, which cannot be paid until February 15th.  
Tax Account No.: 224900-0040-09

Note: Taxes and charges for 2014 were paid in full in the amount of \$6.82.

3. General Taxes and assessments, if any, for the year 2015 in an amount not yet available, which cannot be paid until February 15th.  
Tax Account No.: 224900-0055-01

Note: Taxes and charges for 2014 were paid in full in the amount of \$6.82.

4. General Taxes and assessments, if any, for the year 2015 in an amount not yet available, which cannot be paid until February 15th.  
Tax Account No.: 224900-0006-01

Note: Taxes and charges for 2014 were paid in full in the amount of \$7.16.

5. Liability, if any, for pro-rata portion of **Real Property** taxes, which are carried on the King County Tax Rolls, as exempt. Tax account no. 224900-0040-09, 224900-0055-01 and 224900-0006-01.

The taxes for the current year reflect an exemption. Any curtailment of the exemption may result in an additional amount being due for the current year and for any re-assessment of land and improvement values.

6. Liability for any off record assessments, if any.
7. Satisfactory showing of authorization for the proposed conveyance by the City of Seattle, in accordance with applicable statutes must be submitted.
8. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.
9. City of Seattle condemnation ordinance number 84452 and the terms and conditions thereof, including, but not limited to the following:

The right to make necessary slopes for cuts or fills and lateral supports.

10. City of Seattle ordinance number 89653 and the terms and conditions thereof, including, but not limited to the following:

Reserving to the City of Seattle the right to operate overhead or underground utilities.

11. Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Short Plat or Plat of Eden Addition to The City of Seattle recorded in [Volume 1 of Plats, Page\(s\) 61-A](#).

12. Provisions contained in City of Seattle Ordinance No. 99377 and in instrument recorded April 3, 1971 under King County Recording Number [7104230427](#), regarding limited access.

13. Easement, including terms and provisions contained therein:

Recording Information: [20010607000440](#)

In Favor of: King County, a Political Subdivision of The State of Washington

For: Utility/sewer pipeline

Area Affected: A 20-foot strip, as constructed, through Block 2 and vacated 8th Avenue North

14. Matters disclosed by unrecorded survey prepared by Bush, Roed & Hitchings, Inc., dated August 16, 2000, Job No. 2000189.00, notice of which is given by recital contained in Deed recorded under Recording Number [20020319000936](#).

Reference is hereby made to recorded document for full particulars.

Modification and/or amendment by instrument:

Recorded: April 17, 2007

Recording Information: [20070417900001](#)

15. Easement, including terms and provisions contained therein:

Recording Information: [20020920000078](#)

In Favor of: King County, a Political Subdivision of The State of Washington

For: Utility/sewer pipeline

Area Affected: A 20-foot strip, as constructed, through Block 2 and vacated 8th Avenue North (an extension northerly of easement recorded under Recording Number [20010607000440](#))

Said easement is also reserved in City of Seattle Ordinance Number 120863, recorded under Recording Number [20020813000330](#).

**INFORMATIONAL NOTES**

- A. Potential charges, for the King County Sewage Treatment Capacity Charge, as authorized under RCW 35.58 and King County Code 28.84.050. Said charges could apply for any property that connected to the King County Sewer Service area on or after February 1, 1990. Note: Properties located in Snohomish County may be subject to the King County Sewage Treatment Capacity Charges.
- B. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, certain format and content requirements must be met (refer to RCW 65.04.045). Failure to comply may result in rejection of the document by the recorder or additional fees being charged, subject to the Auditor's discretion.
- C. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.
- D. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

PTN LOT 6 AND ALL OF LOTS 7 AND 8, BLOCK 1 AND PTN LOTS 1, 2 AND 8, BLOCK 2, EDEN  
ADD. TO THE CITY OF SEATTLE, [VOL. 1, P. 61-A](#), KING COUNTY

APN: 224900-0040-09  
APN: 224900-0055-01  
APN: 224900-0006-01

- E. The following deeds affecting the property herein described have been recorded within 36 months of the effective date of this commitment: NONE
- F. Name and address of current taxpayer according to the King County Assessors record are:

Seattle City of Sdot  
700 5th Ave Ste 3900, PO Box 34996  
Seattle WA 98124

- G. The vestee(s) herein acquired title by instrument(s) recorded under Recording Number(s) [20090911001475](#).

Property Address: **816, 800 and 714 Mercer Street, Seattle, WA 98109**

NOTE: The forthcoming Mortgagee's Policy will be the ALTA 2006 Policy unless otherwise noted on Schedule A herein.

NOTE: We find no judgments or Federal tax liens against the vestee herein, unless otherwise shown as a numbered exception above.

## **CONDITIONS**

### **1. DEFINITIONS**

(a)"Mortgage" means mortgage, deed of trust or other security instrument.

(b)"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### **2. LATER DEFECTS**

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

### **3. EXISTING DEFECTS**

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

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Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

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cc: City of Seattle



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**FIRST AMERICAN TITLE INSURANCE COMPANY**  
**Exhibit "A"**

Vested Owner: THE CITY OF SEATTLE, A MUNICIPAL CORPORATION

Real property in the County of King, State of Washington, described as follows:

THE WEST HALF OF LOT 6, AND ALL OF LOTS 7 AND 8, BLOCK 1, EDEN ADDITION TO THE CITY OF SEATTLE, AS RECORDED IN [VOLUME 1 OF PLATS, ON PAGE 61-A](#), RECORDS OF KING COUNTY, WASHINGTON,  
EXCEPT PORTIONS OF SAID LOT 6, ACQUIRED FOR STREET PURPOSES BY THE CITY OF SEATTLE AS PROVIDED BY ORDINANCE NO. 84452 AND ORDINANCE NO. 88109;

TOGETHER WITH THAT PORTION OF VACATED ROAD ADJOINING AS DESCRIBED IN DEED RECORDED UNDER RECORDING NUMBER [20021001002515](#) WHICH IS RE-RECORDED UNDER RECORDING NUMBER [20031114001298](#).

ALSO THAT PORTION OF LOTS 1 AND 2 IN SAID BLOCK 1, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH ALONG THE WEST LINE OF SAID LOTS 1 AND 2, A DISTANCE OF 120 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 33 FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE 107.70 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE 35.43 FEET TO THE POINT OF BEGINNING;

ALSO THAT PORTION OF LOTS 1, 2 AND 8, BLOCK 2 OF SAID ADDITION, AND THE WEST HALF OF VACATED 8TH AVENUE NORTH AS PROVIDED BY ORDINANCE NO. 89653, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOTS 1 AND 8 A DISTANCE OF 139.48 FEET TO THE SOUTHEASTERLY LINE OF BROAD STREET AS CONDEMNED BY THE CITY OF SEATTLE BY ORDINANCE NO. 84452; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE TO THE EAST LINE OF SAID 8TH AVENUE NORTH; THENCE SOUTHERLY ALONG SAID EAST LINE 132.87 FEET TO THE PRODUCTION EAST OF THE SOUTH LINE OF SAID LOT 1; THENCE WESTERLY ALONG SAID PRODUCED LINE 66 FEET TO THE POINT OF BEGINNING.

Tax Parcel Number: 224900-0040-09, 224900-0055-01 and 224900-0006-01

Situs Address: 816, 800 and 714 Mercer Street, Seattle, WA 98109



**MERCER WEST**

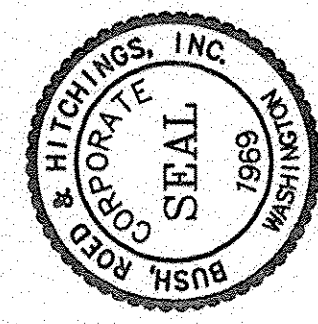
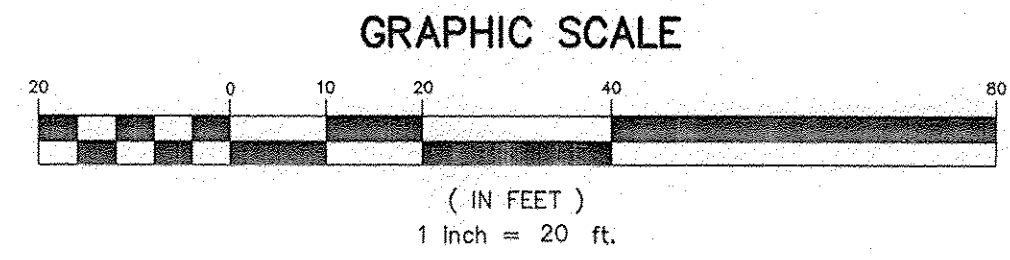
## Attachment 3

Street Vacation Exhibit-800 Mercer-2002

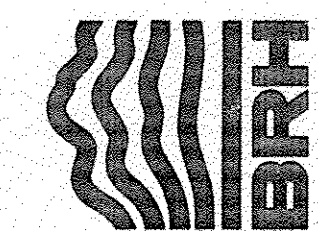
- LEGEND
- PROPOSED STREET VACATION
  - PROPOSED WALL MAINTENANCE EASEMENT
  - PROPOSED PERMANENT SEWER EASEMENT

AREAS:

VACATION NORTH SIDE OF BROAD STREET	7,107.94 SQ.FT./ 0.16 ACRES
VACATION SOUTH SIDE OF BROAD STREET	21,323.04 SQ.FT./ 0.49 ACRES
PROPOSED WALL MAINTENANCE EASEMENT	2,329.08 SQ.FT./ 0.05 ACRES
PROPOSED PERMANENT SEWER EASEMENT	548.77 SQ.FT./ 0.01 ACRES



**BUSH, ROED & HITCHINGS, INC.**  
CIVIL ENGINEERS & LAND SURVEYORS  
2009 MINOR AVE. EAST  
11000 NE 10th St.  
98102-3513  
FAX# (206) 323-7135  
E-MAIL: INFO@BRHINC.COM



NO.	REASON	DATE

WASHINGTON  
SEATTLE

drawn by	checked by
PJL	DCN
scale	date
1"=20'	01/02
job no.	2001073.00
sheet	1 of 1

XREFS:

1 of 1

2001073.00  
STREET VACATION EXHIBIT  
800 MERCER

LAYERSET: EXHIBIT  
Plotted: 01/07/02 14:22

PORTION CONDEMNED IN K.C.S.C.C. NOS. 61981 & 19347  
& CITY OF SEATTLE ORD. NOS. 17628 & 50690

DEXTER AVENUE N.

ROY STREET

LOT 5  
LOT 6  
BLOCK 2  
EDEN ADDITION TO THE CITY OF SEATTLE

LOT 4

LOT 3

BROAD STREET

LOT 7

LOT 8

LOT 1

EIGHTH AVENUE N.

LOT 5

LOT 4

LOT 7

LOT 8

BLOCK 1

LOT 6

LOT 3

LOT 2

LOT 1

9TH AVE. N.

MERCER STREET

3 EXH 102  
FILE COPY





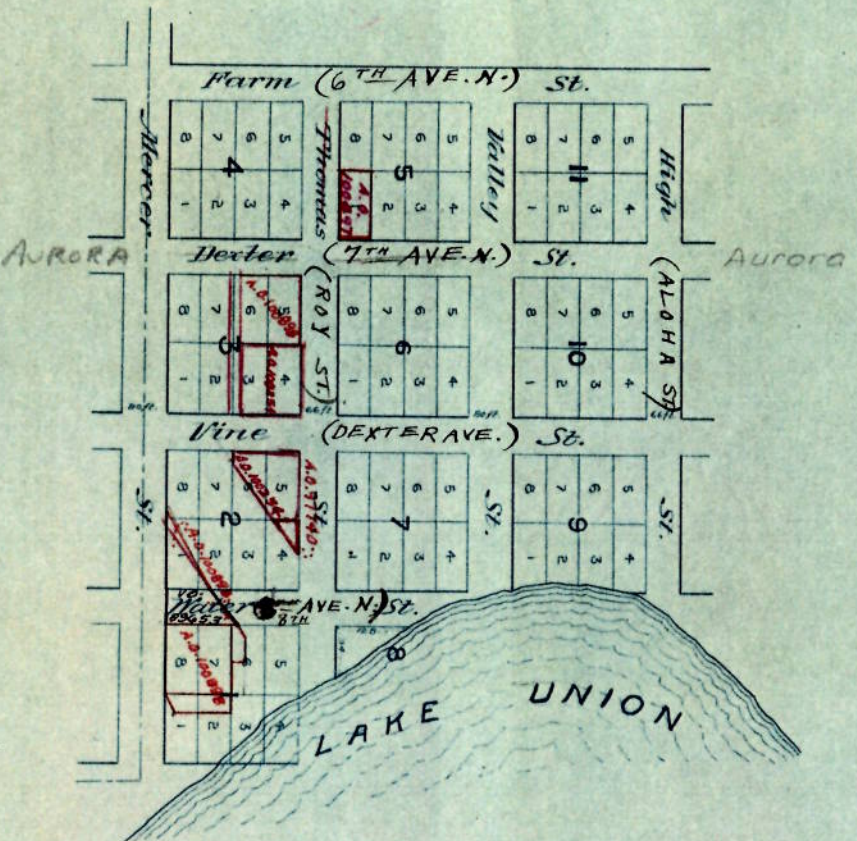
**MERCER WEST**

# Attachment 4

Street Plat Map-Eden Addition



Eder Addition  
TO THE  
CITY OF SEATTLE



PERFECT PHOTO-RECORDS  
Vol. 1 of PLATS Page 61  
KING COUNTY, WASHINGTON  
SCALE  
0 200 400  
C. M. ANDERSON ENGINEERING CO.  
SEATTLE, U. S. A.

Streets 60 ft wide. Lots 60 by 120 ft. Mercer and Valley Streets 80 ft wide being the south East corner of Thomas Mercer's Donation (Maine No. 57 situated in Section No. 30 T<sub>25</sub> R<sub>4</sub> E.

Territory of Washington } On this 15th day of August A. D. 1870, before me the Sub-  
scribed a Notary Public, personally appeared Thomas Mercer, well known to me  
as the person, who executed the within town plat, and acknowledged to  
me that he executed the same freely and voluntarily for the uses and pur-  
poses therein set forth.  
Witness my hand and seal the day and date above written.  
Gardner Kellogg, Notary Public W.T.

Filed for Record Aug 15th 1870 Recorded Aug 22nd 1870  
G. Kellogg, Auditor.

Recorded in the Records of King County, Washington Territory, in Vol. 3 of Records on page  
582 & 584 Re. Recorded (per order County Comr. in this plat book) this 15th day of 1870.  
S. C. Harris, Draughtsman.



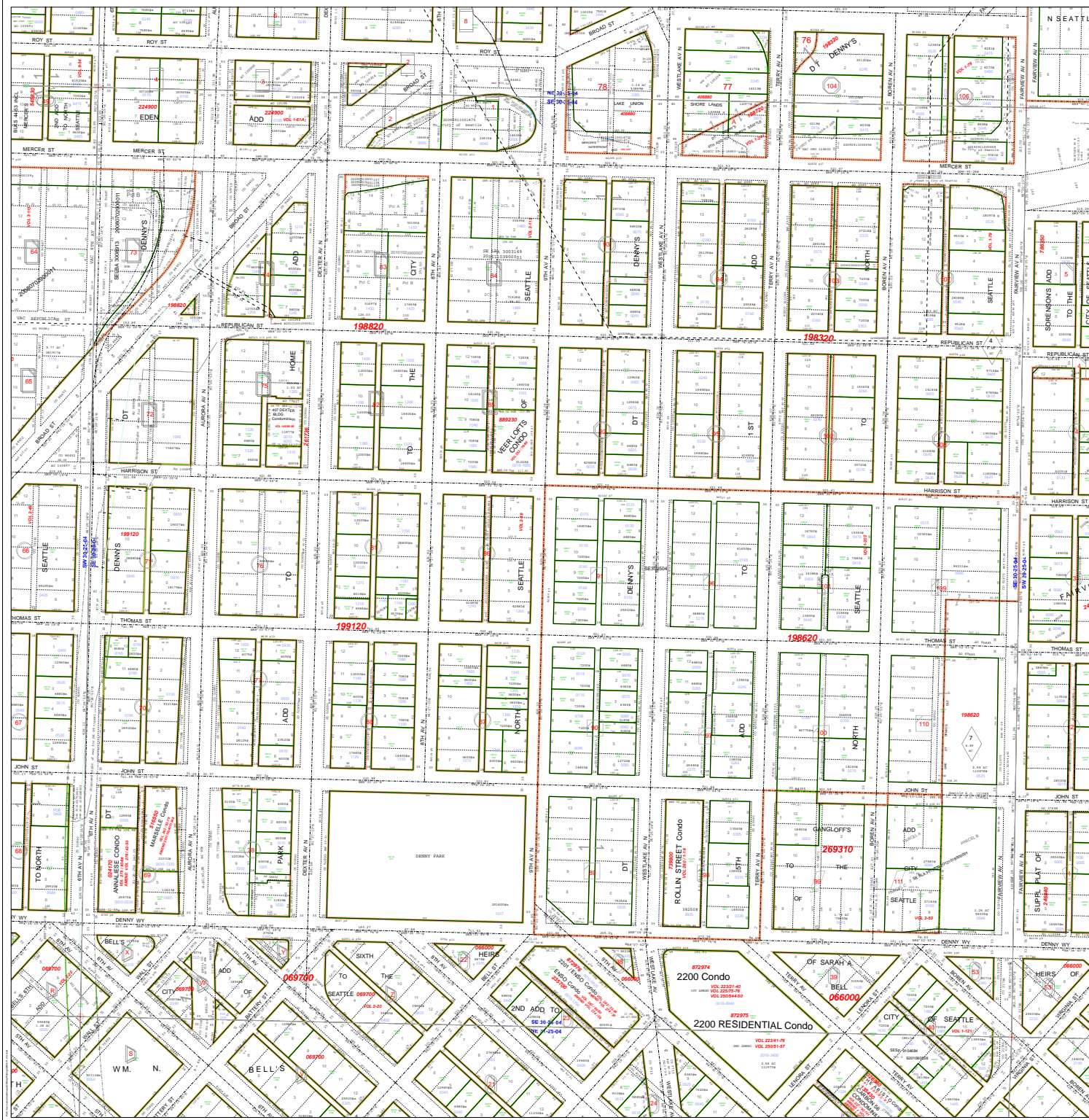




**MERCER WEST**

# Attachment 5

King County Assessors Map





**MERCER WEST**

## Attachment 6

Broad Mega-Block Blowup from the Assessor Map



