



KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

Signature Report

June 30, 2011

Ordinance

Attachment 1

Proposed No. 2011-0294.1

Sponsors Gossett and Hague

1 AN ORDINANCE authorizing the King County executive  
2 to execute an amendment to the purchase and sale  
3 agreement dated June 21, 2007, in order to complete the  
4 sale of the county-owned property known as the North Half  
5 of the Former Kingdome Parking Lot parcel, located in  
6 council district eight, to North Lot Development, L.L.C.

7 BE IT ORDAINED BY THE COUNTY COUNCIL OF KING COUNTY:

8 SECTION 1. Findings:

9 A. King County owns a 3.85 acre (167,513 square feet) parcel of land, commonly  
10 known as the North Half of the Former Kingdome Parking Lot ("the property"), in the  
11 City of Seattle, Washington, located adjacent to the King Street Center, the King Street  
12 Station, the Weller Street Pedestrian Bridge, and a surface parking lot owned by the  
13 Washington State Public Stadium Authority ("the PSA") and operated by First and Goal,  
14 Inc. King County facilities management division is the custodian.

15 B. Pursuant to Ordinance 15820, the King County executive executed a purchase  
16 and sale agreement ("the agreement"), dated June 21, 2007, for the sale of the property to  
17 North Lot Development, L.L.C. ("the buyer").

18 C. The agreement was amended by: a First Amendment dated September 28,  
19 2007; a Second Amendment dated October 28, 2007; a Third Amendment dated

20 November 20, 2007; a Fourth Amendment dated January 31, 2008; a Fifth Amendment  
21 dated March 20, 2008; a Sixth Amendment dated April 30, 2008; a Seventh Amendment  
22 dated December 17, 2008; an Eighth Amendment dated June 30, 2009; a Ninth  
23 Amendment dated August 29, 2009; a Tenth Amendment dated January 26, 2010; and an  
24 Eleventh Amendment dated June 28, 2010.

25 D. Pursuant to Ordinance 16555, the King County executive executed a Twelfth  
26 Amendment dated October 20, 2010, which extended the Buyer's Due Diligence Period  
27 and the closing date on the transaction until December 16, 2011, in return for payments  
28 equaling one million and modified certain requirements in the agreement applicable to  
29 the buyer and the project.

30 E. The buyer intends to close on the purchase within the timeframe authorized by  
31 the Twelfth Amendment and has obtained commitments for the financing necessary to  
32 commence construction of the portion of the project located on the western parcel of the  
33 property.

34 F. Certain conditions have been placed by the buyer's financing partners  
35 restricting the recording of covenants on the western parcel of the property relating to  
36 replacement parking for the PSA and affordable housing that will not be constructed on  
37 the western parcel of the property. It is acceptable to such financing partners that such  
38 covenants can be recorded on the portion of the project that will be constructed in the  
39 future in the eastern parcel of the property.

40 G. In addition, development of the western parcel of the property will involve  
41 division of the property into condominium units, which will eventually necessitate  
42 placement of the covenants that are applicable to the project to be constructed on the

43 western parcel of the property within the applicable condominium units, as opposed to  
44 burdening the entire project.

45 H. It is in the best interests of the citizens of King County, that the agreement be  
46 modified, so that the sale and development of the property can proceed, safeguarding the  
47 benefits articulated in Ordinance 15820.

48 SECTION 2. The King County executive is hereby authorized to execute the

49 Thirteenth Amendment to Real Estate Purchase and Sale Agreement substantially in the  
50 form of Attachment A to this ordinance.  
51

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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Larry Gossett, Chair

ATTEST:

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Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

Dow Constantine, County Executive

**Attachments:** A. Thirteenth Amendment to Real Estate Purchase and Sale Agreement

**THIRTEENTH AMENDMENT TO  
REAL ESTATE PURCHASE AND SALE AGREEMENT**

THIS THIRTEENTH AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (the "Amendment") is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2011, by and between KING COUNTY, a municipal corporation and political subdivision of the state of Washington ("Seller"), and NORTH LOT DEVELOPMENT, L.L.C., a Delaware limited liability company ("Buyer").

WHEREAS, Seller and Buyer entered into that certain Real Estate Purchase and Sale Agreement dated June 21, 2007 (the "Agreement") which provided for the sale by Seller and the purchase by Buyer of certain real property in Seattle, Washington, which property is more specifically described in the Agreement (the "Property"); and

WHEREAS, the Agreement was amended by a First Amendment dated September 28, 2007; a Second Amendment dated October 28, 2007; a Third Amendment dated November 20, 2007; a Fourth Amendment dated January 31, 2008; a Fifth Amendment dated March 20, 2008; a Sixth Amendment dated April 30, 2008; Seventh Amendment dated December 17, 2008; an Eighth Amendment dated June 30, 2009; a Ninth Amendment dated August 29, 2009; a Tenth Amendment dated January 26, 2010; the Eleventh Amendment dated June 24, 2010; and the Twelfth Amendment dated October 20, 2010; and

WHEREAS, the City of Seattle has issued a Master Use Permit dated the 16<sup>th</sup> day of April, 2010, under Permit No. 3009251 for the development of the Property (the "MUP"); and

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The text of Section 4.5 is of the Agreement is hereby amended with the addition of the following sentence to the end of the second paragraph:

The covenants and conditions contained herein may, however, be limited to specific portions of the Property as explicitly provided for in Sections 4.5.3 and 4.5.5 of the Agreement.

2. The following new provisions are hereby added to Section 4.5.3, which will be subsections h., i and j. to read as follows:-

h. Buyer, at its option, may at Closing allocate the required Affordable Housing units between the East Block of the Property ("East Block") and the West Block of the Property ("West Block") in separate covenants for each Block such that seventy (70) Affordable Housing units are required to be provided on the East Block of the Property and thirty (30) Affordable Housing units are required to be provided on the West Block of the Property; subject to Buyer's right to move some or all of the Affordable Housing units from the East Block off-site in the manner provided in the Twelfth Amendment. For the purposes of this Agreement, the East Block is legally described as Parcel Z of Seattle Lot Boundary Adjustment 3008308 recorded under Recording No. 20090514900009, Records of King County and the West Block is legally described as Parcels X and Y of Seattle Lot Boundary Adjustment 3008308 recorded under Recording No. 20090514900009, Records of King County. However, if a new Lot Boundary Adjustment that is substantially the same as the proposed Lot Boundary Adjustment depicted in Exhibit A attached to and incorporated herein by this reference is recorded against the Property and that Lot Boundary Adjustment does not reduce the amount of land available for building structures on the East Block from what would be available from the lots depicted in Exhibit A, then the legal descriptions of the East Block and the West Block may be amended to conform to said new Lot Boundary Adjustment.

i. If Buyer elects to provide off-site Affordable Housing units as permitted under Section 4.5.3.g. of this Agreement and executes and records an instrument as required by Section 4.5.3.g(v) of this Agreement against the off-site property for a specific number of Affordable Housing units, then the requirement for the corresponding number of Affordable Housing units on the East Block shall be satisfied through the process set forth in Section 4.5 of this Agreement.

j. When all of the Affordable Housing units required by this Agreement to be located on either the East Block or the West Block are completed and available for occupancy, then Buyer may amend any covenant for

any required Affordable Housing units on such Block to limit such requirement to only the portion of the Block where the Affordable Housing Units that are completed and available for occupancy are located, provided that the covenant continues to fully bind (i) the building or the master condominium unit in which any Affordable Housing unit is located and, if applicable, the individual condominium unit that is an Affordable Housing unit, and (ii) the land on which such building, such master condominium unit, and the individual Affordable Housing units are located in the manner described in Section 4.5 of this Agreement, and further provided that all other terms of the Affordable Housing covenant being amended remain in full force and effect.

3. The text of Section 4.5.5 of the Agreement is hereby amended with the addition of the following sentence at the end of the section:

Buyer shall covenant to provide the PSA's permanent replacement parking on the East Block and the permanent parking requirements of this covenant shall apply solely to the East Block.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original and all of which taken together shall constitute one and the same agreement.

5. Except as previously amended and as hereby amended, the terms of the Agreement shall remain in full force and effect.

"SELLER"

KING COUNTY, a municipal corporation and  
political subdivision of the state of Washington

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

APPROVED AS TO FORM:

By \_\_\_\_\_  
Deputy Prosecuting Attorney

“BUYER”

NORTH LOT DEVELOPMENT, L.L.C.  
a Delaware limited liability company

By: Daniels Development Co., LLC, Manager

By \_\_\_\_\_  
Kevin D. Daniels, Manager

APPROVED AS TO FORM:

By \_\_\_\_\_  
Counsel to North Lot Development, L.L.C.



**Exhibit A to Thirteenth Amendment to Purchase and Sale Agreement**

**LOT BOUNDARY ADJUSTMENT NO.**

GRANTOR (Owner): KING COUNTY

GRANTEE: NORTH LOT DEVELOPMENT, LLC

IN A SECTION 5, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.

CONTRACT PERSON: ADAM CORRELL

FOR COMPLETE LEGAL DESCRIPTIONS, SEE PAGE 1 OF 2

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT # 766420979-09  
# 766420979-07  
# 7664204679-07

2401 SOUTH UTAH STREET, STE 305  
PHOENIX (602) 487-0420  
FAX: (602) 487-0423  
E-MAIL: adam@adamcorrell.com

**DECLARATION:**  
I, THE UNDERSIGNED, GRANTOR IN FULL (AND CONTRACT PURCHASER(S)) OF THE LAND DESCRIBED HEREIN, HAVE BEEN FULLY ADVISED OF THE RIGHTS AND OBLIGATIONS OF THE GRANTOR(S) AND GRANTEE(S) IN A LOT BOUNDARY ADJUSTMENT AND HAVE VOLUNTARILY AND KNOWINGLY, WITHOUT COERCION, UNLAWFUL INFLUENCE, UNLAWFUL AND UNLAWFUL, AND WITHOUT ANY UNLAWFUL AND UNLAWFUL CONTRACT OR AGREEMENT WITH THE GRANTEE(S) IN WRITING HEREBY WE HAVE SET OUR HANDS AND SEALS.

STATE OF WASHINGTON }  
County of KING }

ON THIS DAY PERSONALLY APPEARED BEFORE ME, TO BE KNOWN TO ME THE PERSON(S) DESCRIBED IN AND WHO HAS/HAVE SIGNED THE ABOVE DECLARATION AND AGREEMENT, FOR THE PURPOSES OF THIS INSTRUMENT, AND I HAVE READ THE INSTRUMENT AND I HAVE BEEN FULLY ADVISED OF THE RIGHTS AND OBLIGATIONS OF THE GRANTOR(S) AND GRANTEE(S) IN A LOT BOUNDARY ADJUSTMENT AND I HAVE VOLUNTARILY AND KNOWINGLY, WITHOUT COERCION, UNLAWFUL INFLUENCE, UNLAWFUL AND UNLAWFUL, AND WITHOUT ANY UNLAWFUL AND UNLAWFUL CONTRACT OR AGREEMENT WITH THE GRANTEE(S) IN WRITING HEREBY WE HAVE SET OUR HANDS AND SEALS.

FIRST NAME: \_\_\_\_\_  
LAST NAME: \_\_\_\_\_  
ADDRESS AT \_\_\_\_\_, WA, \_\_\_\_\_  
COUNTRYSIDE OFFICE: \_\_\_\_\_, WA, \_\_\_\_\_

**DECLARATION:**  
I, THE UNDERSIGNED, GRANTOR IN FULL (AND CONTRACT PURCHASER(S)) OF THE LAND DESCRIBED HEREIN, HAVE BEEN FULLY ADVISED OF THE RIGHTS AND OBLIGATIONS OF THE GRANTOR(S) AND GRANTEE(S) IN A LOT BOUNDARY ADJUSTMENT AND I HAVE VOLUNTARILY AND KNOWINGLY, WITHOUT COERCION, UNLAWFUL INFLUENCE, UNLAWFUL AND UNLAWFUL, AND WITHOUT ANY UNLAWFUL AND UNLAWFUL CONTRACT OR AGREEMENT WITH THE GRANTEE(S) IN WRITING HEREBY WE HAVE SET OUR HANDS AND SEALS.

NAME: \_\_\_\_\_  
STATE OF WASHINGTON }  
County of KING }

ON \_\_\_\_\_, 2011 BEFORE ME, \_\_\_\_\_, PERSONALLY APPEARED BEFORE ME AND I HAVE READ THE INSTRUMENT AND I HAVE BEEN FULLY ADVISED OF THE RIGHTS AND OBLIGATIONS OF THE GRANTOR(S) AND GRANTEE(S) IN A LOT BOUNDARY ADJUSTMENT AND I HAVE VOLUNTARILY AND KNOWINGLY, WITHOUT COERCION, UNLAWFUL INFLUENCE, UNLAWFUL AND UNLAWFUL, AND WITHOUT ANY UNLAWFUL AND UNLAWFUL CONTRACT OR AGREEMENT WITH THE GRANTEE(S) IN WRITING HEREBY WE HAVE SET OUR HANDS AND SEALS.

PROPERTY PUBLIC: \_\_\_\_\_  
POWER HAD: \_\_\_\_\_  
COMMISSION EXPIRES: \_\_\_\_\_  
FEDERAL PLACE OF BUSINESS COUNTY OF KENIAH

**RECORDERS CERTIFICATE**  
Filed for record this \_\_\_\_\_ day of \_\_\_\_\_, 2011, at \_\_\_\_\_ in book \_\_\_\_\_ of Survey, of page \_\_\_\_\_ at the request of \_\_\_\_\_  
**BUSH, ROED & HITCHINGS, INC.**  
Mgr: \_\_\_\_\_  
Supt. of Records \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**  
This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Surveying and Mapping Act of the request of \_\_\_\_\_ in \_\_\_\_\_, 2011.  
**NORTH LOT DEVELOPMENT, LLC**  
TAYLOR R. SQUATE, PLS NO. 4444



**BRH**  
**BUSH, ROED & HITCHINGS, INC.**  
ONE ENGINEERS & LAND SURVEYORS  
SEATTLE, WA 98102  
(206) 224-4144

**SURVEY IN THE**  
**SW 1/4 NW 1/4, SEC. 5,**  
**TWP. 24 N., RGE. 4 E., W.M.**  
DWN. BY: \_\_\_\_\_ DATE: 06/14/11 JOB NO. 2011016.01  
TRIS. \_\_\_\_\_ SCALE: NONE SHEET 1 OF 2  
CHK. BY: \_\_\_\_\_  
DAB

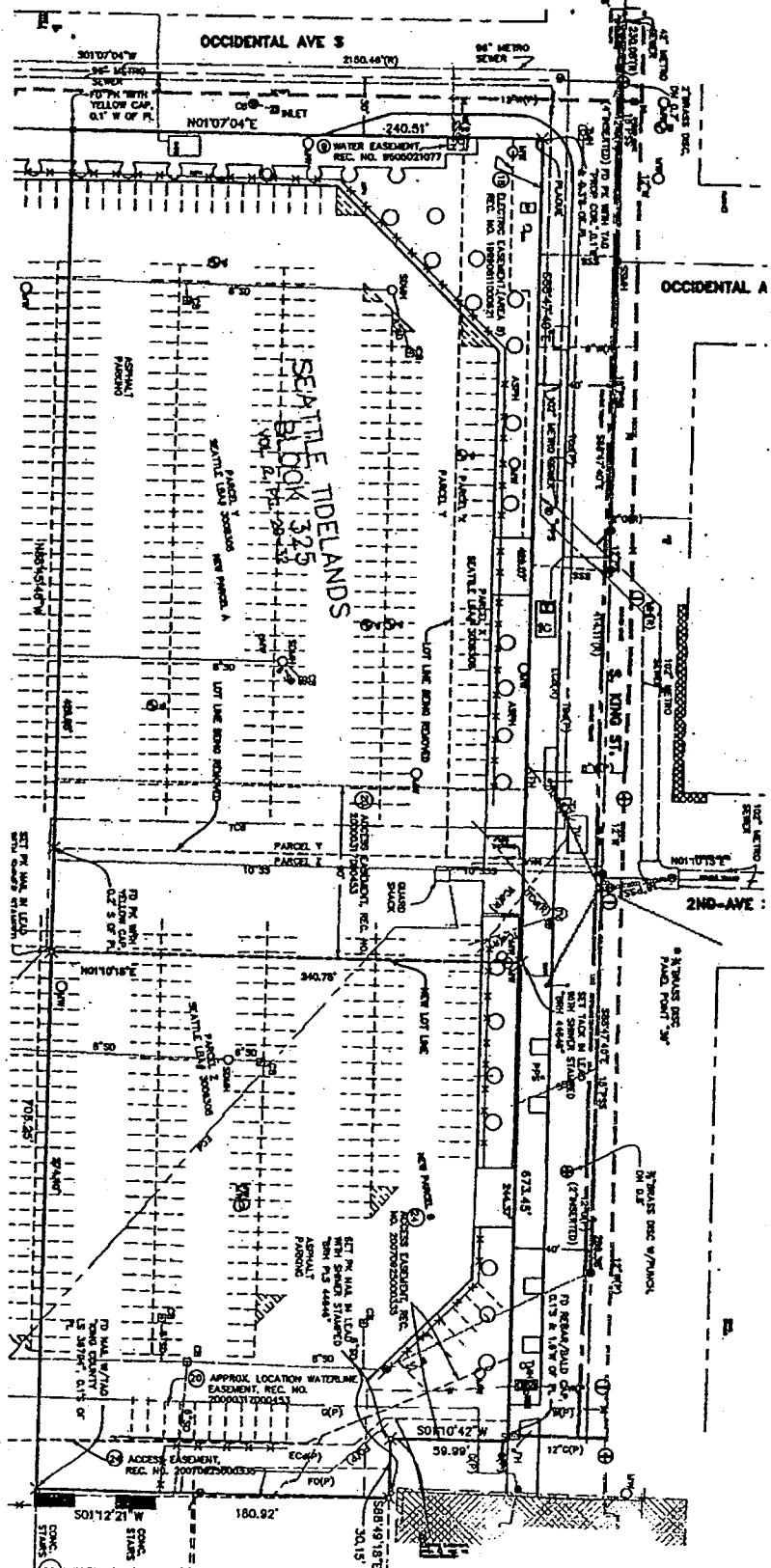
**APPROVAL**  
CITY OF SEATTLE  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
DAVE SQUATTA, ACTING DIRECTOR  
Dated and Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2011

**APPROVAL**  
FOR THE PROPOSED LAND USE DESIGN  
Dated and Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2011

AREA TABLE		
	EXISTING AREAS	NEW AREAS
PARCEL 1	14,882 SQ. FT. OR 0.344 ACRES	PARCEL A 103,271 SQ. FT. OR 2.368 ACRES
PARCEL 2	7,205 SQ. FT. OR 0.178 ACRES	PARCEL B 64,291 SQ. FT. OR 1.478 ACRES
TOTAL	18,741 SQ. FT. OR 0.434 ACRES	167,562 SQ. FT. OR 3.846 ACRES

- 816 NOTES**
- LEGAL DESCRIPTION AND EASEMENTS ACCORDING TO THE RECORDS, BEING FILED IN THE PUBLIC RECORDS OF KING COUNTY, WASHINGTON, BOOK 27378-1, PAGE 10, DATED DECEMBER 14, 2011.
  2. BOUNDARY DATA AND EASEMENTS (SEE PAGE 1 OF 2 OF THE INSTRUMENT) SHALL BE THE BASIS FOR THE BOUNDARY ADJUSTMENT.
  3. THE SURVEY WAS PERFORMED WITH A LEICA TCR 120 TOTAL STATION, SERIAL NUMBER 50471.
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LOT BOUNDARY ADJUSTMENT NO.



LEGEND

- CHAIN LINK FENCE (CLF)
- CATCH BASIN
- RECORDS TREE
- ELECTRICAL METER (EMETER)
- ELECTRICAL VAULT
- FIRE METER
- GAS METER
- GAS VALVE
- SURVEY MARKER
- SANITARY SEWER
- STORM SEWER
- TELEPHONE CONDUIT (TCONDUIT)
- TELEPHONE VAULT
- WATTS METER



REFERENCES:  
 1. RECORD OF SURVEY RECORD IN BOOK 57 OF SURVEYS, PAGE 124, FOR COUNTY, STATE OF WASHINGTON.  
 2. RECORD OF SURVEY RECORD IN BOOK 124 OF SURVEYS, PAGE 74, FOR COUNTY, STATE OF WASHINGTON.  
 3. RECORD OF SURVEY RECORD IN BOOK 171 OF SURVEYS, PAGE 242 OF SURVEYS, FOR COUNTY, STATE OF WASHINGTON.  
 4. LOT BOUNDARY ADJUSTMENT NO. 308000, RECORDED IN BOOK 242 OF SURVEYS, PAGE 171, AND RECORDED UNDER RECORDED NUMBER 30800000000.



**BRH**  
**BUSH, ROED & HITCHINGS, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 2000 LAMON AVE. EAST  
 SEATTLE, WA 98102  
 (206) 325-1144

**SURVEY IN THE**  
 SW 1/4 NW 1/4, SEC. 5,  
 TWP. 24 N., RGE. 4 E., W.M.

DWN. BY: TRS	DATE: 06/14/11	JOB NO. 2011016.01
CHK. BY: DAB	SCALE: 1"=40'	SHEET 2 OF 2



**King County**

**Dow Constantine**  
King County Executive  
401 Fifth Avenue, Suite 800  
Seattle, WA 98104-1818  
**206-263-9600** Fax 206-296-0194  
TTY Relay: 711  
www.kingcounty.gov

**Attachment 2**

RECEIVED

2011 JUN 30 AM 10:07

CLERK  
KING COUNTY COUNCIL

**2011-294**

June 30, 2011

The Honorable Larry Gossett  
Chair, King County Council  
Room 1200  
COURTHOUSE

Dear Councilmember Gossett;

Enclosed for your consideration is an ordinance which authorizes the King County Executive to execute an amendment to the Real Estate Purchase and Sale Agreement, as amended, (the Agreement) for the North half of the Kingdome parking lot (referred to as the North Lot).

As you will recall, pursuant to ordinance 15820, the King County Executive executed a purchase and sale agreement (as amended, the Agreement), dated June 21, 2007, for the sale of the North Lot to North Lot Development, L.L.C. (NLD). Completion of this North Lot development will fulfill the long held goal of the County and commitment to the neighboring communities, to develop this property. The project will generate significant economic activity associated with the construction of housing, office, and retail spaces. The development will be built near a major transit hub and will also further activate the surrounding neighborhood.

Since the Agreement in 2007, there have been several amendments to effectuate the transaction, including extending the closing of the purchase date from June 30, 2009 to December 16, 2011. For the reasons described below, a further amendment to the Agreement is necessary to clarify the manner in which certain covenants can be recorded against the property, so that the sale of the North Lot can be closed and the County can achieve economic and community development benefits associated with this project. This amendment does not change nor diminish the amount of replacement parking or affordable housing obligations required of the Buyer as referenced in the Agreement and subsequent amendments. This ordinance will authorize the Executive to carry out the recording of those covenants as proposed in the enclosed proposed amendment. The amendment changes the Agreement in the following areas:



- **Housing Covenants:** As authorized in the Twelfth Amendment to the Real Estate Purchase and Sale Agreement, which was approved by this Council pursuant to Ordinance 16944 and dated October 20, 2010, NLD proposes to construct 30 units of affordable housing as part of the first phase of construction on the western parcel of the North Lot. NLD has also moved forward with plans to construct 70 units of off-site affordable housing in conjunction with the City of Seattle. If such off-site housing units prove not to be feasible, NLD proposes to construct them on the eastern parcel of the property, when that portion is developed. Until such off-site units are secured through recording of an appropriate covenant on an off-site property, the Agreement requires that covenants protecting the County's interest in obtaining and retaining such affordable housing be placed on the North Lot property. NLD's financing partners have, however, objected to having such covenants apply to the property as a whole. NLD has requested that it be allowed to allocate the affordable housing obligations so that 30 units would be required on the western half of the North Lot, and 70 units would be required on the eastern parcel of the North Lot property. It is not clear that the Agreement allows King County to place such covenants on less than the entire property without Council approval, thus I am asking the King County Council authorize an amendment to the Agreement that allows the covenants to be placed on the portions of the property where the units will be constructed, subject to being moved off-site if the conditions of the existing Agreement are satisfied.
- **Parking Covenants:** The Agreement requires NLD to provide temporary and 491 permanent replacement parking spaces for the use of the Public Stadium Authority (PSA) or reach a parking agreement with the PSA as a condition of the sale of the North Lot. There have been many discussions between NLD and the PSA, but at this point, there is no agreement on replacement parking at a site other than the North Lot. Absent a mutually acceptable solution between NLD and the PSA, the Agreement requires that a covenant protecting the County's interest in obtaining such replacement parking be placed on the North Lot property. No replacement parking is planned for the development on the western parcel of the property, which already includes parking for the retail and residential uses within that part of the development. Again, NLD's financing partners have objected to having such a covenant apply to the property as a whole, and NLD has requested that the replacement parking covenant apply only to the eastern parcel of the North Lot. It is not clear that the Agreement allows King County to place such a covenant on less than the entire property without Council approval, thus I am asking the King County Council to authorize an amendment to the Agreement that allows the covenant to be placed on the eastern parcel of the North Lot, which is where the parking will be provided if agreement between NLD and the PSA of an off-site alternative is not obtained by the time construction of the eastern parcel of the property commences.

The Honorable Larry Gossett

June 30, 2011

Page 3

I believe that these amendments are reasonable and serve the best interests of citizens of King County. The changes associated with affordable housing simply address the realities of the project as it has progressed to the point of commencing construction within the very near future. I believe that these amendments continue to protect King County's interest in obtaining additional affordable housing.

As to replacement parking, I believe King County has already adequately protected the interests of the public and the PSA in light of the fact that King County discounted the purchase price for the North Lot by \$7.5 million to compensate the Buyer for assuming the onerous responsibility for providing parking on the North Lot and the parking revenue to the PSA. No requirement for permanent replacement parking on the North Lot or temporary replacement parking at all exists in any of the prior agreements between the County and the PSA. I believe that the attached amendments strike the proper balance between the PSA's stated need for parking and parking revenue and the primary King County interest to provide economic and community development to a part of King County that needs it.

If you have any questions regarding the proposed legislation, please call Facilities Management Division Director Kathy Brown, at 206-296-0630.

Sincerely,



Dow Constantine  
King County Executive

Enclosures

cc: King County Councilmembers

ATTN: Acting, Chief of Staff

Anne Noris, Clerk of the Council

Fred Jarrett, Deputy County Executive, King County Executive's Office (KCEO)

Sung Yang, Director of External Affairs and Government Relations, KCEO

Carrie Cihak, Director of Policy and Strategic Initiatives, KCEO

Dwight Dively, Director, Office of Performance, Strategy and Budget

Caroline Whalen, County Administrative Officer, Department of Executive Services (DES)

Kathy Brown, Director, Facilities Management Division (FMD), DES

Robert Stier, Special Projects Manager, FMD, DES

Steve Salyer, Real Estate Services Section, FMD, DES

Pete Ramels, Senior Deputy Prosecuting Attorney, Prosecuting Attorney's Office



## FISCAL NOTE

Ordinance/Motion No. 2007-XXXX	
Title: North Lot Sale amendments: June 2011	
Affected Agency and/or Agencies: FMD	
Note Prepared By:	Robert Stier
Note Reviewed By:	Sid Bender

Impact of the above legislation on the fiscal affairs of King County is estimated to be:

**Revenue:**

Fund/Agency/Projects	Fund Code	Revenue Source	2011	2012	2013	2014
<b>TOTAL</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Expenditures:**

Fund/Agency	Fund Code	Department Code	2011	2012	2013	2014
<b>TOTAL</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Expenditures by Category**

	2011	2012	2013	2014
Salaries & Benefits				
Supplies and Services				
Capital Outlay				
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Assumptions:**

Note: Council adoption of the proposed June 2011 amendments to the North Lot Purchase/Sale agreement do not have the effect of changing the fiscal effect of the previously adopted underlying North Lot agreement. Therefore, the fiscal effect shown above denotes zero fiscal effect. The proposed amendments are described in the transmittal letter and ordinance.





### LEGEND

- SET BERNSTEIN SPIKE W/ WASSHER STAMPED KING COUNTY 7.5 36794
- DEED WARRANTY DEED REC. NO. 2112140537
- (R) ROS BK 190, PAGES 144 & 145
- DECIDUOUS TREE WITH DIAMETER
- FIRE HYDRANT
- SAUNTRY SEWER MANHOLE
- WATER MANHOLE
- WATER VALVE
- CENTERLINE
- CHAIN LINK FENCE (CLF) SEE BK 190, PAGE 144
- FOR DISTANCES TO PROPERTY LINES
- SAUNTRY SEWER LINE PER SEATTLE G.I.S.
- WELLER STREET PEDESTRIAN BRIDGE STRUCTURE
- SAUNTRY SEWER LINE PER SEATTLE G.I.S.
- CONCRETE SIDEWALK
- LOT LINE SEATTLE TIDE LANDS VOL. 2, PAGES 29-32
- FIND PK IN YELLOW CAP POS. SHOWN ON R.O.S. V. 128, PG. 74 (JULY, 2005)
- FIND PK IN YELLOW CAP POS. SHOWN ON R.O.S. V. 128, PG. 74 (JULY, 2005)

### EQUIPMENT AND PROCEDURE

METHOD OF SURVEY  
SURVEY PERFORMED BY FIELD TRAVERSE  
INSTRUMENTIZATION  
LEICA, TOPA-1103 ELECTRONIC TOTAL STATION  
PRECISION  
MEETS OR EXCEEDS STATE STANDARDS WAC 322-130-090

BASIS OF BEARING  
THE MONUMENTED AS THE BEARING OF N 01°08'15" E PER THE SEATTLE PUBLIC UTILITIES QUARTER (THE ONE) SHOWING PARCEL DATA FOR THE NE 1/4, SEC. 6, T. 24N, R. 4E.

### NOTES:

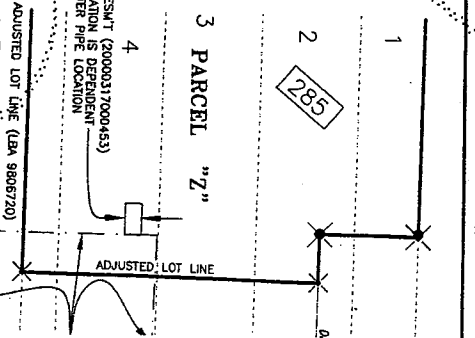
- 1.) SEE RECORDED SURVEY FILED UNDER AUDITOR'S RECORDING NUMBER 20050725900002, IN BOOK 190, PAGE 144 OF SURVEY RECORDS OF KING COUNTY, WASHINGTON, FOR EXTERIOR BOUNDARY SURVEY OF PROPERTY.
- 2.) BOUNDARY LINES SHOWN HEREON ARE BASED UPON PREVIOUS SURVEYS OF THIS PROPERTY. CORNERS FOUND AND RE-SET REPRESENT DEED LOCATIONS. OWNERSHIP LINES MAY VARY. NO GUARANTEE OF ACCURACY IS EXPRESSED BY THE SURVEYOR.

### CORNER NOTES:

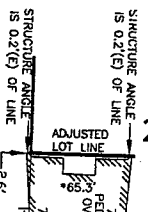
- 1 SET BERNSTEIN NAIL W/ WASSHER FOUND LEAD AND INK 0.5 (N), 0.5 (W) OF SET NAIL
- 2 FIND 3/8" NAIL IN POS. SHOWN ON R.O.S. V. 128, PG. 74 (JULY, 2005)
- 3 FIND LEAD-TACK WITH SHINER TSS0445 0.1 (S), 0.3 (E) OF CALC. POSITION NO RECORD OF POSITION FND (JULY, 2005)
- 4 FIND R/C TACK 30445 0.2 (N), 1.8 (W) OF CALC. POSITION NO RECORD OF POSITION FND (JULY, 2005)
- 5 FIND BEARING NO CAP AT POSITION SHOWN ON R.O.S. V. 128, PG. 74 (JULY, 2005)
- 6 FIND LEAD-TACK WITH SHINER TSS0445 0.1 (S), 0.3 (E) OF CALC. POSITION NO RECORD OF POSITION FND (JULY, 2005)

SEATTLE TIDE LANDS VOL. 2, PAGE 29-32

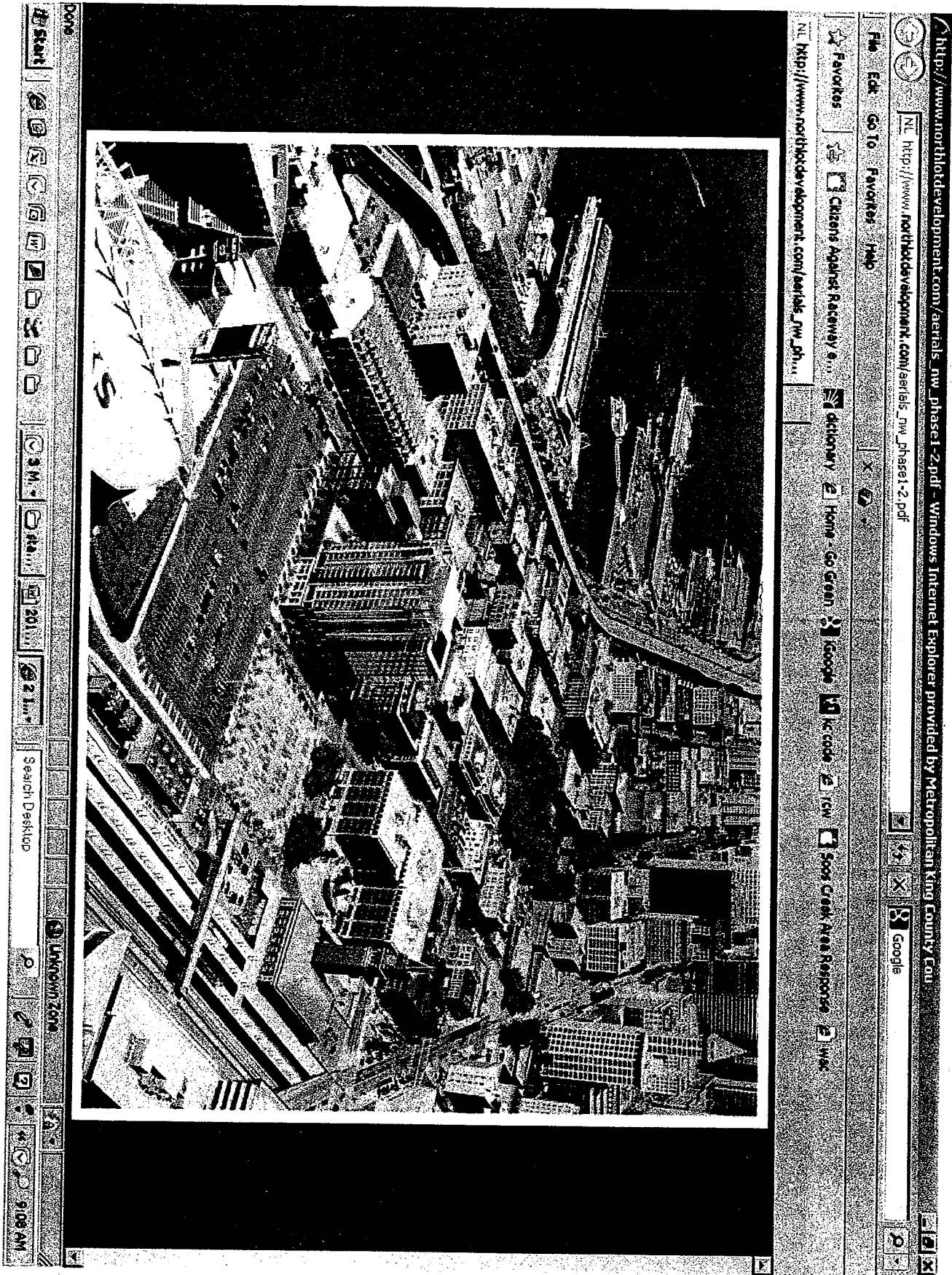
### EASEMENT DETAIL



PARCEL #	AREA (SQ. FT.)	ACRES
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2	130,016	3.00
3	2,988	0.07
4	2,988	0.07
5	2,988	0.07







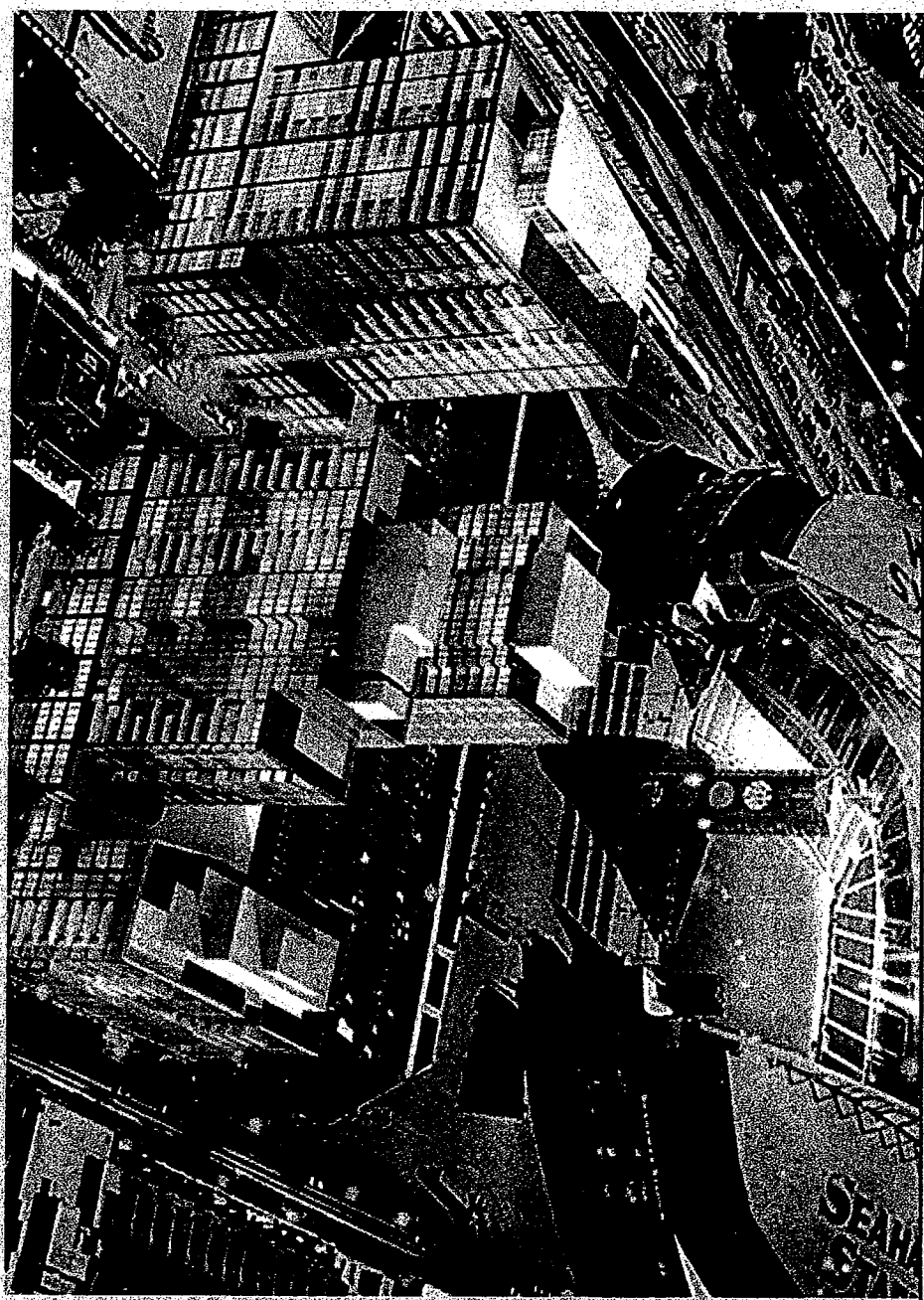
Welcome to North Lot: Seattle - Windows Internet Explorer provided by Metropolitan King County Council

http://www.northlotdevelopment.com/overview.html

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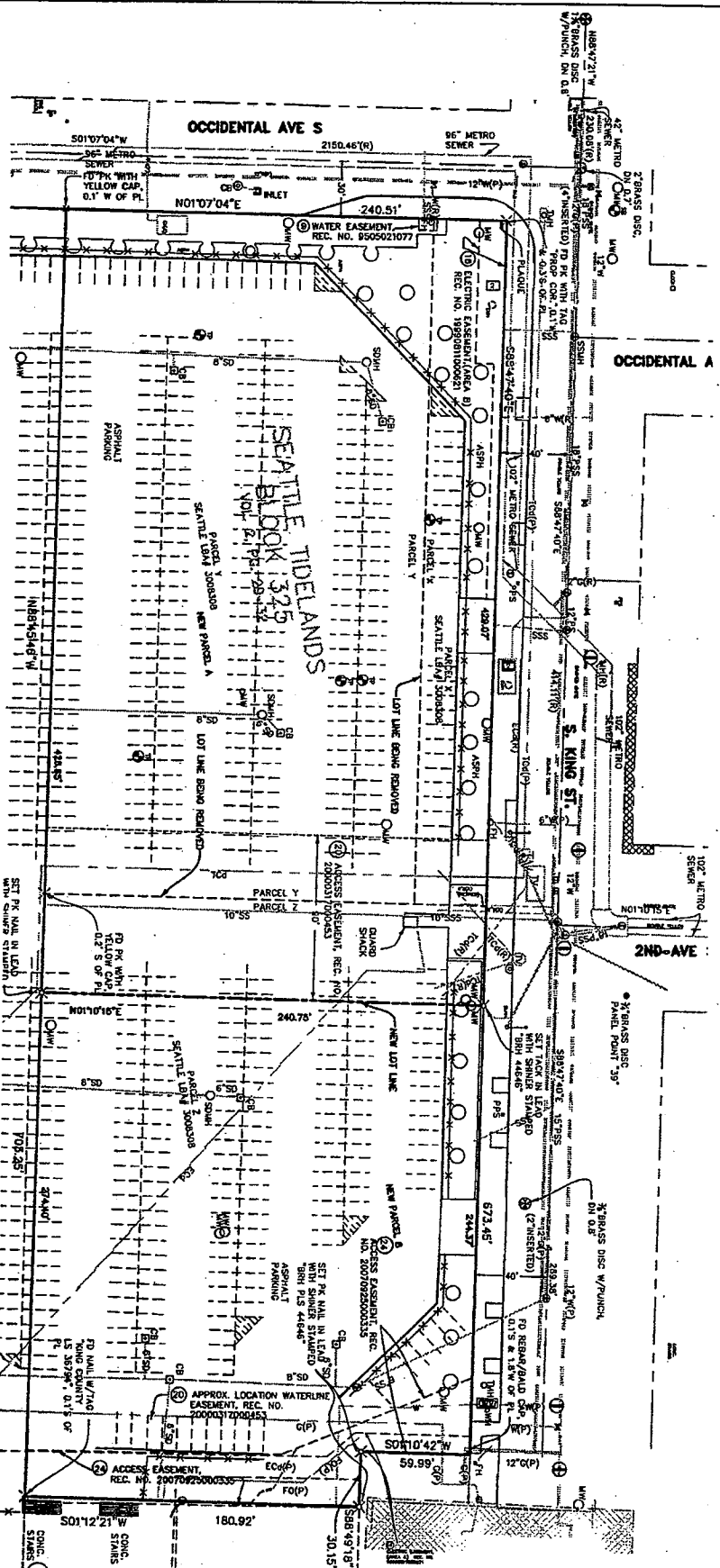
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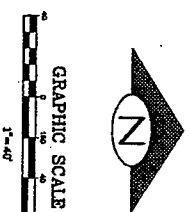
Done Start 6 M... 2 M... 2 L... Search Desktop Internet 2:05 PM

LOT BOUNDARY ADJUSTMENT NO.



**LEGEND**

- X— CHAIN LINK FENCE (CLF)
- CB CATCH BASIN
- DEC DECORIOUS TREE
- EED ELECTRICAL DUCT (BURIED)
- EY ELECTRICAL YARD
- PH FIRE HYDRANT
- Q GAS METER
- W GAS VALVE
- SS SANITARY MANHOLE
- SS SANITARY SINKER
- SS STORM DRAIN MANHOLE
- TCB TELEPHONE CONDUIT (BURIED)
- TV TELEPHONE VAULT
- WM WATER MANHOLE



- REFERENCES:**
1. RECORD OF SURVEY RECORDED IN BOOK 47 OF SURVEYS, PAGE 124, AND RECORDED UNDER RECORDING NUMBER 0700000000, RECORDS OF ROAD COUNTY, STATE OF WASHINGTON.
  2. RECORD OF SURVEY RECORDED IN BOOK 128 OF SURVEYS, PAGE 74, AND RECORDED UNDER RECORDING NUMBER 0604150002, RECORDS OF ROAD COUNTY, STATE OF WASHINGTON.
  3. LOT BOUNDARY ADJUSTMENT NO. 2000000000, RECORDED IN BOOK 282 OF SURVEYS, PAGE 74, AND RECORDED UNDER RECORDING NUMBER 20000514000000.



**BRH**  
**BUSH, ROED & HITCHINGS, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 2009 LAUREL AVE. EAST  
 SEATTLE, WA 98102  
 (206) 323-4144

<b>SURVEY IN THE</b>			
<b>SW 1/4 NW 1/4, SEC. 5,</b>			
<b>TWP. 24 N., RGE. 4 E., W.M.</b>			
DWN. BY:	DATE:	JOB NO.	
TRS	06/14/11	2011016.01	
CHK. BY:	SCALE:	SHEET	
DAB	1"=40'	2 OF 2	

