

When Recorded, Return to:

The City of Seattle
Office of the City Clerk
600 4th Avenue, 3rd Floor
PO Box 94728
Seattle, WA 98124-4728



20190424000204

AGREEMENT Rec: \$103.00
4/24/2019 9:44 AM
KING COUNTY, WA

Grantor:	The City of Seattle, acting through its Seattle Public Utilities department
Grantee:	The City of Seattle
Legal Description (abbr):	Portion vacated Carr Place N; Blocks 4 & 5, Edgewater Add (Vol 3, Pg 141) and adj vacated street and alleys; portion Blocks 62 and 71 Lake Union Add (Vol 1, Pg 238)
Assessor's Tax Parcel ID:	408330-6050, 408330-6055, 408330-6930, 226450-0450
Reference Nos. of Documents Released or Assigned:	NA

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS INSTRUMENT is executed this date in favor of the City of Seattle, a municipal corporation ("City"), by Seattle Public Utilities ("SPU"), a City of Seattle department.

WHEREAS, SPU is vested in fee simple title in the real property situated in King County, Washington, described on Exhibit A (the "Property"), which is part of the North Transfer Station Campus; and

WHEREAS, SPU filed petition C.F. 312535 for the vacation of the portion of Carr Place North between North 34th Street and North 35th Street in the South Wallingford Planning Area of Seattle described as: Carr Place North from the north margin of North 34th Street to the south margin of North 35th Street; and

WHEREAS, the street proposed for vacation includes approximately 11,035 square feet of right-of-way, which petition was considered under Chapter 35.79 of the Revised Code of Washington and Chapter 15.62 of the Seattle Municipal Code; and

WHEREAS, on April 9th, 2013, the Transportation Committee of the Seattle City Council held a public hearing on the vacation petitions; and

WHEREAS, on April 15th, 2013, the Seattle City Council granted approval of the vacation petitions, subject to conditions; and

WHEREAS, executing a Property Use and Development Agreement (“PUDA”) is desired to ensure compliance with any on-going conditions of the vacation approval after passage of the vacation ordinance;

NOW, THEREFORE, SPU covenants and agrees on behalf of itself, its successors, and assigns:

Section 1. Addressed below, the vacation approval conditions that require on-going responsibility of SPU could not be met before passage of the vacation ordinance.

- A. SPU shall maintain the following features that it installed as public benefits for the street vacation:
 1. Viewing Room: construct a viewing gallery of the tipping building, located in the administration building, to educate visitors and schoolchildren about solid waste management and recycling. The 225 square foot viewing room shall include informational signs and interactive displays allowing hands-on learning for children. Restrooms shall be provided.
 2. Enhanced Pedestrian Street Crossings: Design and construct four curb bulbs on the east and west sides of the intersection of N 34th Street and Woodlawn Avenue N, and two curb bulbs and a crosswalk on N 35th Street, west of Woodlawn Avenue N.
 3. East Buffer Open Space: Design and maintain an approximately 32,000 square foot, publicly-accessible-park-like area in the 65-foot buffer of the transfer station building along Woodlawn Avenue N. Open space elements shall include one 3,600 square foot multi-sport court, seven seating/table/climbing structures, two benches, one play lawn, one Olmstedian public access walk, and two fitness stations. In the southeast corner SPU shall built one 990 square-foot plaza gathering area with twelve benches and five seating/table/climbing structures.

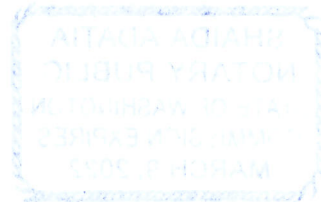
4. Public Park-like Open Space north of 35th Street, between Carr Place North and Woodlawn Avenue North: Design, install, and maintain one approximately 13,680 square foot area that shall include a lawn and landscaping, two picnic table sets, seven benches, numerous climbing rocks and logs, two children's climbing play structures, and play features integrated into the natural and built topography.
 5. North Buffer Open Space: Design, construct, and maintain one publicly-accessible, approximately 10,000 square foot, park-like area in the 20-foot building setback along North 35th Street that shall include four fitness and parkour elements.
- B. The replacement of any of the public amenities shall be of similar quality in design and materials as the original. Significant changes to the streetscape or public amenities shall require prior approval by the Seattle Department of Transportation.

Section 2. This Agreement may be amended or modified by agreement between SPU and the City; provided the amended Agreement shall be subject to approval by the City Council by ordinance.

Section 3: Notwithstanding the covenants in this Agreement, nothing in the Agreement shall constitute a public dedication of any portion of the Property.

Section 4. The legal description of where the Property is located is included in Exhibit 1, which is incorporated by reference. An executed copy of this PUDA shall be recorded in the records of King County and the PUDA covenants shall attach to and run with the Property.

Section 5. This PUDA is made for the benefit of the City and the public.



Section 6. If any covenant, condition, or restriction in this instrument or any portion is invalidated or voided, the invalidity or voidness shall in no way affect any other covenant, condition, or restriction.

DATED this 9th day of April 2019.

SEATTLE PUBLIC UTILITIES, A DEPARTMENT OF THE CITY OF SEATTLE

By: *Mami Hara*
Mami Hara

Its: General Manager and Chief Executive Officer

STATE OF WASHINGTON)
)
COUNTY OF KING)

SS.

I certify that I know or have satisfactory evidence that Mami Hara personally appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the General Manager and Chief Executive Officer of Seattle Public Utilities, a department of The City of Seattle, a municipal corporation of the State of Washington, to be the free and voluntary act and deed of the entity for the uses and purposes addressed in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9th day of April, 2019.

Shaída Adatía



SHAIDA ADATIA
(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at 3231 NE 25th St, Renton WA 98056
My Commission expires: 3/9/2022

EXHIBIT A
TO PROPERTY USE AND DEVELOPMENT AGREEMENT
Legal Description of Property

That portion of vacated Carr Place North as dedicated in the Plat of the Edgewater Addition to Seattle, recorded under Volume 3, Page 141, Records of King County, Washington, situate in the SW 1/4 of the SE 1/4 of Section 18, Township 25 North, Range 4 E, W.M. described as follows:

All that portion of Carr Place North lying between the north margin of North 34th Street and the south margin of North 35th Street.

AND

Blocks 4 and 5 of Edgewater Addition to Seattle, as recorded in Volume 3 of Plats, Page 141, Records of King County, Washington, situated in the SW 1/4 of the SE 1/4 of Section 18, Township 25 N, Range 4 East, W.M., and vacated Interlaken Avenue North adjacent to said Blocks 4 and 5 and vacated alleys within said Blocks 4 and 5.

AND

Lots 1, 2, 3, 4, 5 and 6, Block 71 of Lake Union Addition to the City of Seattle, according to the plat thereof recorded in Volume 1 of Plats, Page 238, Records of King County, Washington, situated in the SW 1/4 of the SE 1/4 of Section 18, Township 25 N, Range 4 East, W.M.

AND

Lots 6 and 7, Block 62 of Lake Union Addition to the City of Seattle, according to the plat thereof recorded in Volume 1 of Plats, Page 238, Records of King County, Washington situated in the SW 1/4 of the SE 1/4 of Section 18, Township 25 N, Range 4 East, W.M.

