

When Recorded, Return to:

Attention:

PROPERTY USE AND DEVELOPMENT AGREEMENT

Grantor: <input type="checkbox"/> Additional on page _____	<u>King County</u>
Grantee: <input type="checkbox"/> Additional on page _____	<u>City of Seattle</u>
Legal Description (abbreviated):	Lots 1-8, Block 81, Terry's Second Addition; Lots 1, 4-5, and 8, and portions of Lots 6 and 7, Block 82, Terry's Second Addition; Lots 1-8, Block 67, Terry's First Addition.
<input checked="" type="checkbox"/> Additional on :	<u>Exhibit 1</u>
Assessor's Tax Parcel ID #:	<u>859090-0220;859090-0216;859090-0185;859090-0186;859040-0545</u>
Reference Nos. of Documents Released or Assigned:	_____

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS INSTRUMENT is executed this date in favor of the City of Seattle, a municipal corporation (“City”), by King County, a political subdivision of the state of Washington.

WHEREAS, King County is vested in fee simple title in the real property situated in King County, Washington, described on Exhibit 1 (the “Property”), which is part of the Harborview Medical Center campus; and

WHEREAS, King County filed petition C.F. 304408 for the vacation of the alley in Block 81 of Terry’s Second Addition to the City of Seattle located between 9th Avenue, Terry Avenue, James Street and Jefferson Street; and the aerial portion of 9th Avenue, beginning at a line approximately 80 feet south from the southerly margin of Jefferson Street to a line approximately 75 feet south of and parallel to this line, approximately 25 feet above the grade of 9th Avenue, 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 February 28, 2003, the Transportation Committee of the Seattle City Council held a public hearing on the vacation petitions; and

WHEREAS, on March 31, 2003, 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, King County covenants, bargains, and agrees on behalf of itself, its successors, and assigns:

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

- A. The structures built in the vacated areas shall be used only for activities related to Harborview Medical Center or other public purposes and for no other purpose.
- B. King County, through Harborview Medical Center, shall maintain the following features that it installed as public benefits relating to the street and alley vacations:
 - 1. Landscaping, including 28 street trees and extensive vegetation on and adjacent to Ninth Avenue, James Street, Terry Avenue, and Jefferson Street, and on the alley adjacent to the Maleng Building, which were planted as part of constructing the Maleng, and Ninth and Jefferson Buildings;
 - 2. Expanded sidewalks, significant building setbacks, plazas, and 2 bus stop

- benches, outside of and associated with the Maleng and Ninth and Jefferson Buildings that are intended for the public's use.
3. 18 pedestrian-level street lights installed on and adjacent to Ninth Avenue, James Street, Terry Avenue, and Jefferson Street as part of constructing the Maleng, and Ninth and Jefferson Buildings;
 4. Wayfinding signage intended for the public's benefit installed at 7 different street corners on the Harborview campus as part of constructing the Maleng, and Ninth and Jefferson Buildings.
- C. Permanent public art installed along Ninth Avenue and under the Maleng Sky Bridge as funded by the Maleng, and Ninth and Jefferson construction projects. 4Culture, a public development authority, agreed to be responsible for maintaining the art associated with the buildings identified in this PUDA.
 - D. King County shall maintain in working condition the lighting on the underside of the Maleng Building where it crosses 9th Avenue.
 - E. 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 provided shall require prior approval by the Seattle Department of Transportation.
 - F. King County shall maintain the structural integrity of the Maleng Building that spans 9th Avenue for the protection of the public that passes beneath the building on 9th Avenue. Following an earthquake or other event that could cause structural damage to the building, King County shall have a structural engineer inspect the building for structural damage and submit a report to the City in a timely manner.
 - G. King County shall defend, indemnify, and hold harmless the City of Seattle, its officials, officers, employees, and agents from all liabilities, claims, causes of action, judgments, or expenses, including reasonable attorney's fees and necessary litigation expenses, resulting from any actual or alleged bodily injury (including death) or actual or alleged damage to property arising out of or in connection to the siting of the Maleng Building over 9th Avenue. Upon any transfer of ownership, this obligation will be binding on successors and assigns. The indemnification obligations under this Agreement do not apply to any liabilities, claims, causes of action, judgments or expenses resulting from bodily injury or property damage caused by the negligence or intentional acts of the public or the City, or its officers, employees, elected officials, agents, or subcontractors.
 - H. King County, through Harborview Medical Center, has funded the renovation of space on the Harborview Campus for the Seattle Fire Department's Medic One program. The renovation and move costs totaled \$1,114,177. These costs are an approved offset to the original fee obligation of \$1,960,000 for a final cash payment of \$845,823. King County is committed to providing space on the Harborview campus to Seattle Fire Department's Medic One program for the indefinite future.

Section 2. This Agreement may be amended or modified by agreement between King

County and the City; provided the amended Agreement shall be subject to approval by the City Council by ordinance. Nothing in the Agreement shall be construed as a surrender of the City's or King County's governmental powers.

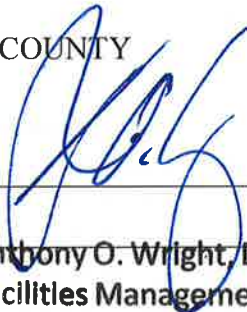
Section 3: Notwithstanding the covenants contained in this Agreement, nothing in the Agreement shall constitute a public dedication of any portion of the Property.

Section 4. The legal description of the 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 to attach to and run with the Property.

Section 5. This PUDA is made for the benefit of the City and the public. The City may institute and prosecute any proceeding at law or in equity to enforce this PUDA.

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 ____ day of _____ 2019.

KING COUNTY
By: 
Its: Anthony O. Wright, Director
Facilities Management Division

STATE OF WASHINGTON)
)
COUNTY OF KING)

ss.

On this day personally appeared before me Anthony O. Wright, to me known to be the Director, Fm D of King County, a political subdivision of the state of Washington, the entity that executed the foregoing document, and acknowledged the foregoing document to be the free and voluntary act and deed of the entity for the uses and purposes addressed in the document, and on oath stated that the person signing this declaration was duly authorized to execute the document on behalf of the entity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of _____, 2017.

Steve Rizika

Steve Rizika

(print or type name)
NOTARY PUBLIC in and for the State of Washington,
residing at Mercer Island
My Commission expires: 5/30/2019

STEVE RIZIKA
Notary Public
State of Washington
My Commission Expires
May 30, 2019

EXHIBIT 1
TO PROPERTY USE AND DEVELOPMENT AGREEMENT

Legal Description of Property

