



SEATTLE CITY COUNCIL

Parks and City Light Committee

Agenda

Public Hearing

Wednesday, May 20, 2026

2:00 PM

Council Chamber, City Hall
600 4th Avenue
Seattle, WA 98104

Debora Juarez, Chair
Robert Kettle, Vice-Chair
Maritza Rivera, Member
Rob Saka, Member
Dan Strauss, Member

Chair Info: 206-684-8805; Debora.Juarez@seattle.gov

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SEATTLE CITY COUNCIL
Parks and City Light Committee
Agenda
May 20, 2026 - 2:00 PM
Public Hearing

Meeting Location:

Council Chamber, City Hall, 600 4th Avenue, Seattle, WA 98104

Committee Website:

<https://seattle.gov/council/parks-and-city-light>

This meeting also constitutes a meeting of the City Council, provided that the meeting shall be conducted as a committee meeting under the Council Rules and Procedures, and Council action shall be limited to committee business.

Members of the public may register for remote or in-person Public Comment to address the Council. Please register in advance in order to be recognized by the Chair. Details on how to register for Public Comment are listed below:

Remote Public Comment - Register online to speak during the Public Comment period at the meeting at <https://www.seattle.gov/council/committees/public-comment>. Online registration to speak will begin one hour before the meeting start time, and registration will end at the conclusion of the Public Comment period during the meeting.

In-Person Public Comment - Register to speak on the public comment sign-up sheet located inside Council Chambers at least 15 minutes prior to the meeting start time. Registration will end at the conclusion of the Public Comment period during the meeting.

Please submit written comments no later than four business hours prior to the start of the meeting to ensure that they are distributed to Councilmembers prior to the meeting. Comments may be submitted at Council@seattle.gov or at Seattle City Hall, Attn: Council Public Comment, 600 4th Ave., Floor 2, Seattle, WA 98104. Business hours are considered 8 a.m. - 5 p.m. Comments received after that time will be distributed after the meeting to Councilmembers and included as part of the public record.

Please Note: Times listed are estimated

A. Call To Order

B. Approval of the Agenda

C. Public Comment

Members of the public may address items on the agenda and matters within the purview of the committee. Please register in advance to be recognized by the Chair.

D. Items of Business

1. [CB 121199](#) **AN ORDINANCE relating to the City Light Department; accepting Statutory Warranty Deeds to the Meyer Family Trust property in King County, and the Brown, Crawford for Lewis Estate, Crozier and McGown, Fulwiler, Hershaw, Ruble, Whitmore Properties LLC, Lang, and Sims properties, a Bargain and Sale Deed to the Kalkoske property, and a Quit Claim Deed to the Loney property in Skagit County, Washington, all for salmonid habitat protection purposes; ratifying acceptance of the Salmon Recovery Funding Board grants and funding for property acquisitions; declaring certain real property rights surplus and no longer required for providing public utility service or other municipal purposes; ratifying the City’s grants of Deeds of Right to the State of Washington for the Brown, Crawford for Lewis Estate, Crozier and McGown, Fulwiler, Hershaw, Kalkoske, Loney, Whitmore Properties LLC, and Lang properties for salmon recovery and conservation purposes; placing said lands conveyed to the City under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.**

Attachments: [Atts A-U - Deeds](#)

Supporting

Documents:

[Summary and Fiscal Note](#)

[Summary Att 1 - SCL ESA Lands Map King County](#)

[Summary Att 2 - SCL ESA Lands Map Skagit Snohomish Counties](#)

[Presentation](#)

Public Hearing, Briefing, Discussion, and Possible Vote
(15 minutes)

Presenters: Dennis McLerran, Denise Krownbell, and Kate Engel, Seattle City Light; Eric McConaghy, Council Central Staff

2. [CB 121204](#) **An ordinance relating to the City Light Department; authorizing the General Manager and Chief Executive Officer to grant an easement over a portion of fee owned property to Puget Sound Energy; and accepting payment of the fair market value for the easement.**

Attachments: [Att 1 - Legal Description of Seattle City Light Parcel 0924059143](#)
[Att 2 - Puget Sound Energy Easement with Exhibits](#)

Supporting Documents:

[Summary and Fiscal Note](#)
[Summary Att 1 - Map of SCL Parcel 0924059143](#)
[Presentation](#)

Briefing, Discussion, and Possible Vote (10 minutes)

Presenters: Dennis McLerran, William Devereaux, and Katy Tassery, Seattle City Light; Eric McConaghy, Council Central Staff

3. [CB 121205](#) **An ordinance relating to the City Light Department; authorizing the General Manager and Chief Executive Officer or designee to grant an easement over a portion of fee owned property to King County; and accepting payment of the fair market value for the easement.**

Attachments: [Att 1 - King County Sidewalk Easement](#)

Supporting Documents:

[Summary and Fiscal Note](#)
[Summary Att 1 - Map of Seattle City Light Parcel](#)
[Summary Att 2 – 68th Ave S King County Right of Way Plans](#)
[Presentation](#)

Briefing, Discussion, and Possible Vote (10 minutes)

Presenters: Dennis McLerran, William Devereaux, and Katy Tassery, Seattle City Light; Eric McConaghy, Council Central Staff

4. [CB 121211](#) **An ordinance relating to current use taxation; approving an application for classification of property located at 4807 SW 54th Street under the King County Public Benefit Rating System.**

Attachments: [Att 1 – King County Department of Natural Resources and Parks report on application E25CT021S](#)
[Att 2 - Beyers Bulldog Garden Coordination Agreement and Lease between The City of Seattle Department of Neighborhoods and GROW](#)

Supporting Documents: [Summary and Fiscal Note](#)
[Affidavit of Publication](#)
[Central Staff Memo](#)
[Presentation](#)

Public Hearing, Briefing, Discussion, and Possible Vote
(20 minutes)

Presenters: Bill Bernstein, King County Department of Natural Resources and Parks; Eric Todderud, GROW; Karina Bull, Council Central Staff

5. [CB 121212](#) **An ordinance relating to Seattle Parks and Recreation; authorizing the Superintendent to enter into a ten-year contract with The Madison Park Cooperative Preschool to operate and provide management of the Madison Beach Park Bathhouse located at 1900 43rd Ave East.**

Attachments: [Att 1 - Madison Beach Park Bathhouse Preschool Contract](#)

Supporting Documents: [Summary and Fiscal Note](#)
[Summary Att A - Map of Madison Beach Park](#)
[Presentation](#)

Briefing, Discussion, and Possible Vote (10 minutes)

Presenters: Michele Finnegan, Interim Superintendent, and Kathleen Gantz, Seattle Parks and Recreation; Karina Bull, Council Central Staff

6. [CB 121213](#) **An ordinance relating to Seattle Parks and Recreation; authorizing the Superintendent to enter into a ten-year contract with Victory Heights Cooperative Preschool to operate and provide management of the Victory Heights Shelterhouse located at 1747 NE 106th Street.**

Attachments: [Att 1 – Victory Heights Shelterhouse Preschool Contract](#)

Supporting

Documents:

[Summary and Fiscal Note](#)

[Summary Att A - Victory Heights Playground Shelterhouse Map Presentation](#)

Briefing, Discussion, and Possible Vote (10 minutes)

Presenters: Michele Finnegan, Interim Superintendent, and Kathleen Gantz, Seattle Parks and Recreation; Karina Bull, Council Central Staff

7. [Res 32204](#) **A resolution relating to data centers; recognizing the potential of long-term impacts of data centers on electrical grid capacity and reliability, water usage, utility rates, land use and development, jobs and the economy, and public health; and requesting engagement and cooperation from the Executive in the development of data center policies and potential legislation; and anticipates related legislative action.**

Supporting

Documents:

[Summary and Fiscal Note](#)

[Presentation](#)

Briefing, Discussion, and Possible Vote (15 minutes)

Presenter: Eric McConaghy, Council Central Staff

E. Adjournment



Legislation Text

File #: CB 121199, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the City Light Department; accepting Statutory Warranty Deeds to the Meyer Family Trust property in King County, and the Brown, Crawford for Lewis Estate, Crozier and McGown, Fulwiler, Hershaw, Ruble, Whitmore Properties LLC, Lang, and Sims properties, a Bargain and Sale Deed to the Kalkoske property, and a Quit Claim Deed to the Loney property in Skagit County, Washington, all for salmonid habitat protection purposes; ratifying acceptance of the Salmon Recovery Funding Board grants and funding for property acquisitions; declaring certain real property rights surplus and no longer required for providing public utility service or other municipal purposes; ratifying the City’s grants of Deeds of Right to the State of Washington for the Brown, Crawford for Lewis Estate, Crozier and McGown, Fulwiler, Hershaw, Kalkoske, Loney, Whitmore Properties LLC, and Lang properties for salmon recovery and conservation purposes; placing said lands conveyed to the City under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.

WHEREAS, Ordinance 121114 authorized the General Manager and Chief Executive Officer of Seattle City Light, within and subject to appropriation authority and based on appraised market value, to negotiate for and purchase parcels of land in the Skagit River and the Tolt/Snoqualmie River watersheds in furtherance of The City of Seattle’s Endangered Species Act Early Action Proposal for salmon habitat conservation, which was approved by Resolution 29905; and

WHEREAS, under authority of Ordinance 121114, the City Light Department (City Light), using funds from Salmon Recovery Funding Board (SRFB) Grants awarded to The City of Seattle, acquired the Meyer Family Trust property in the Tolt River watershed, and the Brown, Crawford for Lewis Estate, Crozier and McGown, Fulwiler, Hershaw, Kalkoske, Loney, Ruble, Whitmore Properties LLC, Lang, and Sims properties in the Skagit River watershed; and

WHEREAS, City Light’s purchase of the Crozier and McGown property in the Skagit River watershed was counted as a match towards the SRFB Grants used for purchases under the Early Action Program in

2022 and 2023; and

WHEREAS, RCW 35.94.040 requires a public hearing before lands and property rights originally purchased by a city for utility purposes can be conveyed; and

WHEREAS, the SRFB Grants to The City of Seattle require City Light to convey Deeds of Right to the State of Washington, which includes conditions for purposes of salmon recovery and conservation under which properties purchased with grant funds may be used or sold, with such conditions contained in the Deeds of Right being consistent with the purpose of The City of Seattle’s Early Action Program; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Statutory Warranty Deed executed by Loren H. Meyer, Trustee of the Meyer Family Trust on February 24, 2022, as Grantor, recorded under King County Auditor’s File Number 20220310000719, a copy of which is included as Attachment A, conveying approximately 0.9 acres located along the Tolt River to The City of Seattle, is hereby accepted; and the real property conveyed therein is placed under the jurisdiction of the City Light Department.

Section 2. The Statutory Warranty Deed executed by Kenneth Brown on November 20, 2023, as Grantor, recorded under Skagit County Auditor’s File Number 202311300014, a copy of which is included as Attachment B, conveying approximately 5.3 acres located along Martin Slough as part of the Skagit River to The City of Seattle is hereby accepted; Salmon Recovery Funding Board (SRFB) Grant Project Numbers 18-1502C and 20-2121A are ratified and the grant funds provided for acquisition of this property are accepted; the real property conveyed is placed under the jurisdiction of the City Light Department; and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the City Light Department on November 16, 2023, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor’s File Number 202311300055, a copy of which is included as Attachment C, is hereby ratified in fulfillment of SRFB Grants, Project Number 18-1502C and 20-2121A.

Section 3. The Statutory Warranty Deed executed by Marjory Crawford, Personal Representative of the Estate of Lawrence A. Lewis on December 20, 2021, as Grantor, recorded under Skagit County Auditor's File Number 202202280187, a copy of which is included as Attachment D, conveying approximately 20 acres located along Upper Day Slough as part of the Skagit River to The City of Seattle, is hereby accepted; SRFB Grant Project Number 18-1502C is ratified and the grant funds provided for acquisition of this property are accepted; the real property conveyed is placed under the jurisdiction of the City Light Department; and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the City Light Department on April 18, 2022, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor's File Number 202204280077, a copy of which is included as Attachment E, is hereby ratified in fulfillment of SRFB Grant, Project Number 18-1502C.

Section 4. The Statutory Warranty Deed executed by Kevin Crozier and Tara McGown on October 31, 2023, as Grantors, recorded under Skagit County Auditor's File Number 202311150045, a copy of which is included as Attachment F, conveying approximately 10.6 acres located along Martin Slough as part of the Skagit River to The City of Seattle, is hereby accepted; SRFB Grant Project Numbers 22-1442C, 22-1595A and 23-1183C are ratified and the grant funds provided for acquisition of this property are accepted; the real property conveyed is placed under the jurisdiction of the City Light Department; and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the City Light Department on December 26, 2023, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor's File Number 202402220068, a copy of which is included as Attachment G, is hereby ratified in fulfillment of SRFB Grants, Project Number 22-1442C, 22-1595A and 23-1183C.

Section 5. The Statutory Warranty Deed executed by Kathleen Fulwiler on December 1, 2023, as Grantor, recorded under Skagit County Auditor's File Number 202312040067, a copy of which is included as Attachment H, conveying approximately 5.2 acres located along the Skagit River to The City of Seattle, is hereby accepted; SRFB Grant Project Number 18-1502C is ratified and the grant funds provided for acquisition

of this property are accepted; the real property conveyed is placed under the jurisdiction of the City Light Department; and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the City Light Department on November 16, 2023, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor's File Number 202312040069, a copy of which is included as Attachment I, is hereby ratified in fulfillment of SRFB Grant, Project Number 18-1502C.

Section 6. The Statutory Warranty Deed executed by Tyler M. Hershaw and Grace Julieth Hershaw on August 30, 2024, as Grantors, recorded under Skagit County Auditor's File Number 202409190026, a copy of which is included as Attachment J, conveying approximately 11.7 acres along the Skagit River to The City of Seattle, is hereby accepted; SRFB Grant Project Numbers 20-2121A, 21-1382A, and 22-1595A are ratified and the grant funds provided for acquisition of this property are accepted; the real property conveyed is placed under the jurisdiction of the City Light Department; and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the City Light Department on May 2, 2024, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor's File Number 202409190027, a copy of which is included as Attachment K, is hereby ratified in fulfillment of SRFB Grants, Project Number 20-2121A, 21-1382A, and 22-1595A.

Section 7. The Bargain and Sale Deed executed by Michael J. Kalkoske and Patricia R. Kalkoske on April 28, 2021, as Grantor, recorded under Skagit County Auditor's File Number 202104300207, a copy of which is included as Attachment L, conveying approximately 47.25 acres along the Sauk River to The City of Seattle, is hereby accepted; SRFB Grant Project Number 18-1502C is ratified and the grant funds provided for acquisition of this property are accepted; the real property conveyed is placed under the jurisdiction of the City Light Department; and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the City Light Department on March 31, 2021, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor's File Number 202104300208, a copy of which is included as Attachment M, is hereby ratified in fulfillment of SRFB Grant, Project Number 18-1502C.

Section 8. The Quit Claim Deed executed by Theodore Loney on August 2, 2023, as Grantor, recorded under Skagit County Auditor’s File Number 20230810037, a copy of which is included as Attachment N, conveying approximately 6 acres located along Upper Day Slough and the Skagit River to The City of Seattle, is hereby accepted; SRFB Grant Project Number 18-1502C is ratified and the grant funds provided for acquisition of this property are accepted; the real property conveyed is placed under the jurisdiction of the City Light Department; and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the City Light Department on July 10, 2023, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor’s File Number 202308100039, a copy of which is included as Attachment O, is hereby ratified in fulfillment of SRFB Grant, Project Number 18-1502C.

Section 9. The Statutory Warranty Deed executed by Brian Ruble on December 12, 2023, as Grantor, recorded under Skagit County Auditor’s File Number 202312130035, a copy of which is included as Attachment P, conveying approximately 0.5 acres located in the floodplain of the Skagit River to The City of Seattle, is hereby accepted; and the real property conveyed therein is placed under the jurisdiction of the City Light Department.

Section 10. The Statutory Warranty Deed executed by Elizabeth Whitmore of Whitmore Properties LLC on July 30, 2025, as Grantor, recorded under Skagit County Auditor’s File Number 202507310094, a copy of which is included as Attachment Q, conveying approximately 221 acres located along the Skagit River to The City of Seattle, is hereby accepted; SRFB Grant Project Numbers 22-1595A and 24-1743A are ratified and the grant funds provided for acquisition of this property are accepted; the real property conveyed is placed under the jurisdiction of the City Light Department; and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the City Light Department on August 8, 2025, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor’s File Number 202508190015, a copy of which is included as Attachment R, is hereby ratified in fulfillment of SRFB Grants, Project Number 22-1595A and 24-1743A.

Section 11. The Statutory Warranty Deed executed by Lynne M. Lang and Patrick J. Lang Properties on November 11, 2025, as Grantors, recorded under Skagit County Auditor’s File Number 202511190016, a copy of which is included as Attachment S, conveying approximately 19 acres located along Diobsud Creek, part of the Skagit River to The City of Seattle, is hereby accepted; SRFB Grant Project Number 24-1743A is ratified and the grant funds provided for acquisition of this property are accepted; the real property conveyed is placed under the jurisdiction of the City Light Department; and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the City Light Department on December 30, 2025, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor’s File Number 202601080025, a copy of which is included as Attachment T, is hereby ratified in fulfillment of SRFB Grant, Project Number 24-1743A.

Section 12. The Statutory Warranty Deed executed by Blaise Sims on December 8, 2025, as Grantor, recorded under Skagit County Auditor’s File Number 202512090023, a copy of which is included as Attachment U, conveying approximately 19 acres located along the Sauk River to The City of Seattle, is hereby accepted; and the real property conveyed therein is placed under the jurisdiction of the City Light Department.

Section 13. Any act consistent with the authority of this ordinance taken prior to its effective date is hereby ratified and confirmed.

Section 14. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the _____ day of _____, 2026, and signed by me in open session in authentication of its passage this _____ day of _____, 2026.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2026.

Katie B. Wilson, Mayor

Filed by me this _____ day of _____, 2026.

Scheereen Dedman, City Clerk

(Seal)

Attachments:

- Attachment A - Statutory Warranty Deed for Meyer for Meyer Family Trust
- Attachment B - Statutory Warranty Deed for Brown
- Attachment C - Deed of Right for Brown
- Attachment D - Statutory Warranty Deed for Personal Representative Deed for Crawford for Lewis Estate
- Attachment E - Deed of Right Crawford for Lewis Estate
- Attachment F - Statutory Warranty Deed for Crozier and McGown
- Attachment G - Deed of Right for Crozier and McGown
- Attachment H - Statutory Warranty Deed for Fulwiler
- Attachment I - Deed of Right for Fulwiler
- Attachment J - Statutory Warranty Deed for Hershaw
- Attachment K - Deed of Right for Hershaw
- Attachment L - Bargain and Sale Deed for Kalkoske
- Attachment M - Deed of Right for Kalkoske
- Attachment N - Quit Claim Deed for Loney
- Attachment O - Deed of Right for Loney
- Attachment P - Statutory Warranty Deed for Ruble
- Attachment Q - Statutory Warranty Deed for Whitmore Properties LLC
- Attachment R - Deed of Right for Whitmore Properties LLC
- Attachment S - Statutory Warranty Deed for Lang
- Attachment T - Deed of Right for Lang
- Attachment U - Statutory Warranty Deed for Sims

WHEN RECORDED RETURN TO:

Name: The City of Seattle acting by and through Seattle City Light
Address: 700 5th Avenue, Suite 3300, PostOffice Box 34023, Real Estate Services Room 3338,
Seattle, WA 98124

Escrow Number: 801391RT
Filed for Record at Request of: Rainier Title, LLC

STATUTORY WARRANTY DEED

THE GRANTOR(S), Loren H. Meyer, Trustee of the Meyer Family Trust dated October 30, 1989,
for and in consideration of Ten dollars and Zero cents (\$10.00) and other good and valuable
consideration in hand paid, conveys, and warrants to The City of Seattle acting by and through Seattle
City Light the following described real estate, situated in the County of King, State of Washington:

Parcel A:

Lot 6, Rio Vista, according to the plat thereof recorded in Volume 64 of Plats, page 1, records of
King County, Washington.

Parcel B:

Lot 7, Rio Vista, according to the plat thereof recorded in Volume 64 of Plats, page 1, records of
King County, Washington;

Situate in the County of King, State of Washington.

Abbreviated Legal: Lots 6 and 7, Rio Vista, Plat Vol. 64, pg. 1, King County

Subject to: See attached Exhibit A, which is made a part hereof by this reference.

Tax Parcel Number(s): 732560-0060-07, 732560-0070-05

Dated: February 24, 2022

[Signature] TRUSTEE
Loren H. Meyer, Trustee
Of The Meyer Family Trust date October 30, 1989

RECORDED BY
RAINIER TITLE
ORDER # 801391RT

STATE OF Washington

ss.

COUNTY OF King

I certify that I know or have satisfactory evidence that Loren H Meyer (is/are) the person(s) who
appeared before me, and said persons (s) acknowledged that (he/she/they) signed this instrument and
acknowledge it as the Trustee of The Meyer Family Trust dated October 30, 1989 to be the free
and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 3/1/2022

[Signature]
Name: Jared Brown
Notary Public in the State of Washington
Residing in: Seattle
My Commission Expires: 11/13/2024

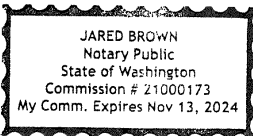


Exhibit A

Subject To:

1. Exceptions and reservations contained in deed from Weyerhaeuser Timber Company, a Washington corporation, recorded August 12, 1942, under Recording No. 3257678, whereby the first party expressly saves, excepts and reserves out of the grant hereby made unto itself, its successors and assigns forever, all ores and minerals of any nature whatsoever in or upon said lands, including coal, oil and gas, together with the right to enter upon said lands for the purpose of exploring the same for such ores and minerals, and for the purpose of drilling, opening, developing and working mines and wells hereon, and taking out and removing therefrom all such ores and minerals, and to occupy and make use of so much of the surface of said land as may be reasonably necessary for said purpose; provided that the second party, their heirs, representatives, successors or assigns shall be paid just and reasonable compensation for any injury or damage to the surface of said land, to the crops or to the improvements thereon by the exercise of any rights herein reserved; but provided further that the exercise of such right by the first party shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and reasonable compensation.

The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

2. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, but omitting restrictions, if any, based upon race, color, creed or national origin, disclosed by the recorded plat of Rio Vista.
3. Right of the State of Washington in and to that portion, if any, of the land herein described which lies below the line of ordinary high water of Tolt River.
4. Any change in the boundary or legal description of the land described herein, due to a shift or change in the course of the Tolt River.
5. Any restrictions on the use of any portion of the land subject to submergence that derive from the rights of the public and riparian owners to use any waters which may cover that portion.
6. Rights and easements of the public for commerce, navigation, recreation and fisheries.
7. Any restrictions on the use of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has been, covered by water.

End of Exhibit A

When recorded return to:

City of Seattle, a municipal corporation of the State of Washington
700 5th Avenue, Suite 3300, PO Box 34023, Real Estate Services, Room 3318
Seattle, WA 98124-9871

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20238882

Nov 30 2023

Amount Paid \$2005.00
Skagit County Treasurer
By Lena Thompson Deputy

GNW 23-19478

STATUTORY WARRANTY DEED

THE GRANTOR(S) Kenneth Dwaine Brown, as his separate estate, PO Box 108, Deer Harbor, WA 98245,

for and in consideration of ten dollars and other valuable consideration

in hand paid, conveys, and warrants to City of Seattle, a municipal corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1:

Section 35, Township 35 North, Range 9 East - Ptn. Gov. Lot 1 & Section 36, Township 35 North, Range 9 East -
Ptn. Gov. Lot 3

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may
appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B"
attached hereto

Tax Parcel Number(s): P45003 and P45032

Dated: 11-20-23
Kenneth Dwaine Brown
Kenneth Dwaine Brown

STATE OF WASHINGTON
COUNTY OF SKAGIT

This record was acknowledged before me on 20th day of November, 2023, by Kenneth Dwaine Brown.

Eleanor Romero
Signature

Notary
Title

My commission expires: 6/23/2025

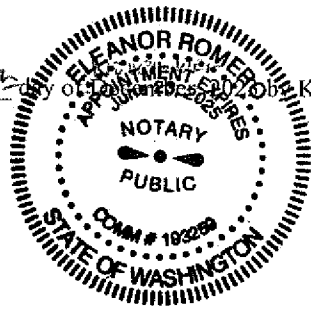


EXHIBIT A
LEGAL DESCRIPTION

Property Address: NHN State Route 530, Rockport, WA 98283

Tax Parcel Number(s): P45003 and P45032

Property Description:

That portion of the following described tract lying within the boundaries of Government Lot 1 of Section 35, Township 35 North, Range 9 East, W.M. and within the boundaries of Government Lot 3 of Section 36, Township 35 North, Range 9 East, W.M., as conveyed to John L. Mulder and Edna Mulder, his wife, by Deed dated August 3, 1948 and recorded December 14, 1948 as Auditor's File No. 425965 and more particularly described as follows: That certain tract of land situated in Sections 35 and 36, Township 35 North, Range 9 East, W.M. bounded and described as follows: On the Northerly by the Skagit River; on the Easterly by the existing County road (as it existed on August 3, 1948) to its intersection with the former transmission line right-of-way belonging to the City of Seattle and on the Southwesterly by the existing North bank of the slough, creek or old river channel.

EXHIBIT B

23-19478-KH

9. Game Department right-of-way as disclosed by a Certificate of Water Right recorded 4/21/1978 as Auditor's File No. 877943.

10. Easement affecting a portion of subject property for utility lines and related facilities and provisions therein, granted to Puget Sound Energy and/or its predecessors, recorded 1/20/1986, as Auditor's File No. 8601200022.

11. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the Skagit River on the North and an unnamed slough, creek or old river bed on the South and West, or their banks, or which may result from such change in the future.

12. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Bridget Kaminski

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 11/30/2023

GNW 23-19478

**DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES**

Grantor: City of Seattle acting by and through Seattle City Light Department

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON STATE SALMON RECOVERY FUNDING BOARD and the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE, including any successor agencies.

Abbreviated
Legal

Description: Sec. 35, Twp 35N, R.9 E-Ptn. Gov Lot 1 & Sec. 36, Twp 35N, R.9 E-Ptn.
Gov Lot 3

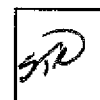
in Skagit County, Washington

More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map).

Assessor's Property Tax Parcel Numbers: 45003 and 45032; Skagit County

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Skagit



Watershed Habitat Acquisition II (a), Project Number 18-1502C signed by the Grantor on the 2nd day of January, 2019 and by the Grantee on the 5th day of February, 2019; Skagit Watershed Habitat Acquisition IV (b), Project Number 20-2121A signed by the Grantor on the 4th day of December, 2020 and by the Grantee on the 4th day of December, 2020, and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed



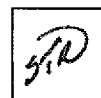
shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

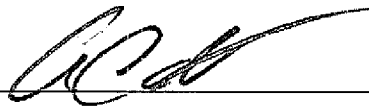
This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.



GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: 

Name: Andrew Strong

Title: Assistant GM (Interim)

Dated this 16th day of November, 2023

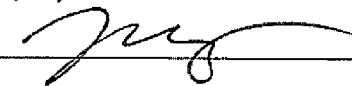
STATE OF WASHINGTON)
) ss
COUNTY OF KING)

Andrew Strong *ssk*

I certify that I know or have satisfactory evidence that ~~Mike Haynes~~ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the Assistant ~~General Manager~~, Seattle City Light for the Sponsor, City of Seattle and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

de
~~Interim~~
Environmental
Engineering
Project
Delivery and
Generation
office

Dated: 11/16/2023

Signed: 

Printed Name: Jean Greagor

Notary Public in and for the State of Washington,

residing in Shoreline, WA.

My commission expires 12/19/2025

JEAN CHRISTOPH GREAGOR
NOTARY PUBLIC
STATE OF WASHINGTON
COMM. EXPIRES DECEMBER 19, 2025
COMM. #93052



EXHIBIT A

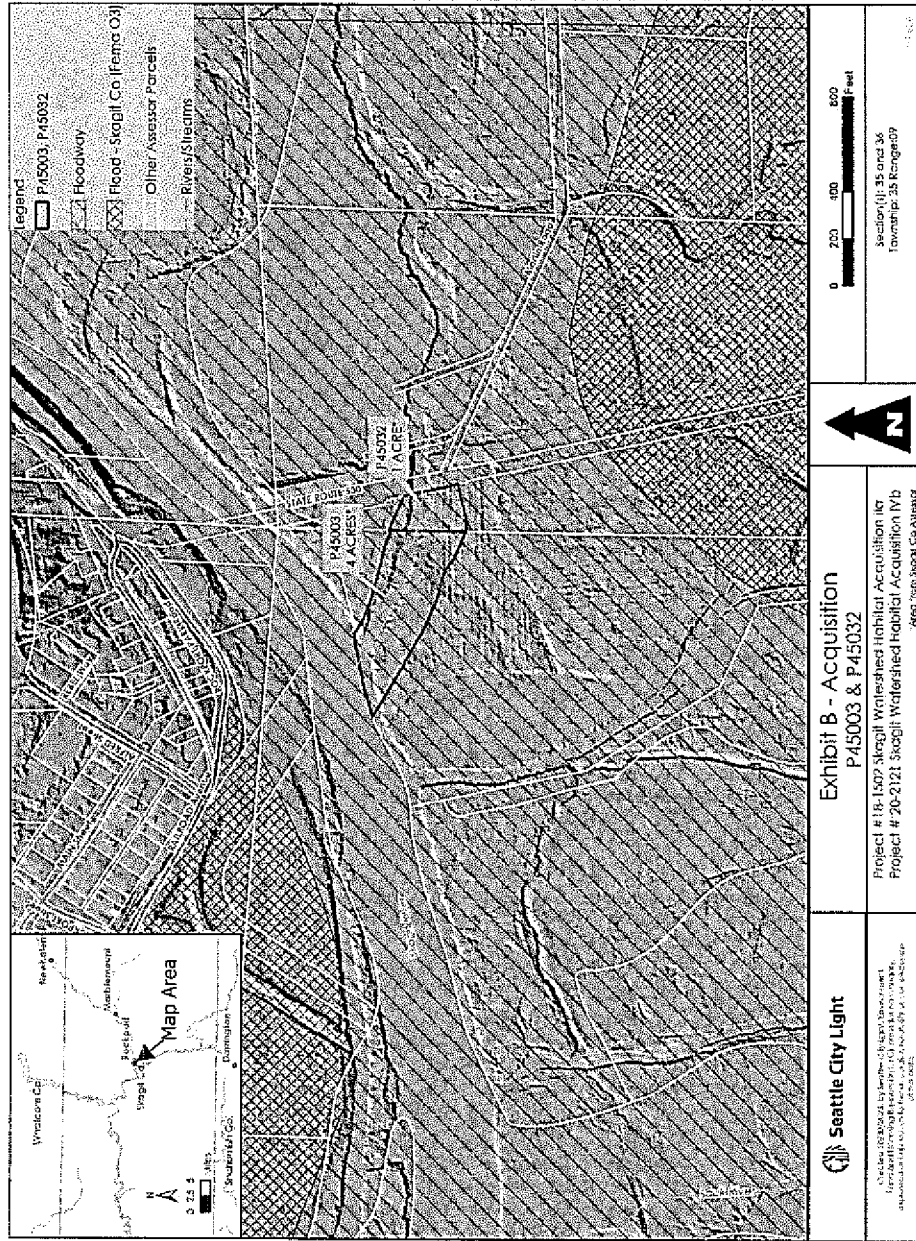
Legal Description

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

That portion of the following described tract lying within the boundaries of Government Lot 1 of Section 35, Township 35 North, Range 9 East, W.M. and within the boundaries of Government Lot 3 of Section 36, Township 35 North, Range 9 East, W.M., as conveyed to John L. Mulder and Edna Mulder, his wife, by Deed dated August 3, 1948 and recorded December 14, 1948 as Auditor's File No. 425965 and more particularly described as follows: That certain tract of land situated in Sections 35 and 36, Township 35 North, Range 9 East, W.M. bounded and described as follows: On the Northerly by the Skagit River; on the Easterly by the existing County road (as it existed on August 3, 1948) to its intersection with the former transmission line right-of-way belonging to the City of Seattle and on the Southwesterly by the existing North bank of the slough, creek or old river channel.



EXHIBIT B Property Map



After Recording Return to:

Seattle City Light
Real Estate Services, SMT 3338
Attn Mary Davis
700 - 5th Ave, Ste 3200
PO Box 34023
Seattle WA 98124-9871

GNW 21-10935

Document Title: Personal Representative's Deed
Grantor(s): Marjorie Crawford, Personal Representative of the Estate of Lawrence A. Lewis
Grantee(s): City of Seattle, a municipal corporation of the State of Washington
Legal Descr.: Ptn NE ¼ of SW ¼ & PTN E ½ of SE 1/4 , Sec 21-35N-6E
Tax Parcel No.: P41756/350621-0-011-0302 and P41757/350621-0-012-0004

PERSONAL REPRESENTATIVE'S DEED

1. **GRANTOR.** The undersigned Grantor, Marjorie Crawford, is the qualified acting Personal Representative of the Estate of Lawrence A. Lewis, deceased (the "Estate"), which owns the interest of Lawrence A. Lewis in the subject property.

2. **ESTATE.** Lawrence A. Lewis died on August 23, 2016. Marjorie Crawford was appointed Personal Representative of the Estate by order dated April 14, 2017, in the State of Washington, Superior Court for Skagit County in Cause No. 16-4-00334-6 (the "Probate Proceedings").

3. **NONINTERVENTION POWERS.** By Order entered on April 14, 2017, in the Probate Proceedings, Marjorie Crawford was authorized to settle the Estate without court intervention or supervision.

4. **CONVEYANCE.** Grantor hereby bargains, sells, and conveys to City of Seattle, a municipal corporation of the State of Washington, the Estate's interest in and to the real estate described below, situate in Skagit County, Washington, together with any after-acquired title thereto:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

DATED this 20th day of December, 2021.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Affidavit No. 2022-751
Feb 28 2022
Amount Paid \$8005.00
Skagit County Treasurer
By Lena Thompson Deputy

Marjorie Crawford PR
Marjorie Crawford, Personal Representative of
the Estate of Lawrence A. Lewis

STATE OF WASHINGTON)
 PIERCE) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me Marjorie Crawford, as Personal Representative of the Estate of Lawrence A. Lewis, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of December, 2021.



Amy Jean Shackelford

Notary Public in and for the State of Washington
Residing at EWING PLAIN
My commission expires: 1-11-2022

EXHIBIT A
LEGAL DESCRIPTION

Property Address: 32565 & 32569 South Lyman Ferry Road, Sedro-Woolley, WA 98284
Tax Parcel Number(s): P41756/350621-0-011-0302 and P41757/350621-0-012-0004

Property Description:

Parcel "A":

A portion of Government Lots 7 and 8 of Section 21, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at the Southeast corner of Lot 7; thence North 88°09'37" West along the South line of said Government Lot 7 a distance of 227.30 feet to the North line of the South Lyman Ferry Road which point on a curve to the left having a radius of 666.62 feet; thence Northwesterly along said curve to the left through a central angle of 00°35'35" and an arc distance of 6.90 feet; thence North 00°53'54" East a distance of 535.30 feet; thence South 88°09'37" East a distance of 30.03 feet to the center of a slough; thence following the slough for the next four courses; North 44°05'01" East a distance of 129.50 feet; North 16°20'39" East a distance of 209.04 feet; North 56°25'31" East a distance of 46.02 feet; North 51°26'54" East a distance of 27.93 feet to the North/South Centerline of said Section 21; thence North 00°53'54" East along said centerline a distance of 192.25 feet to the Northwest corner of the unnamed 7.96 acre tract shown on Skagit County Short Plat No. 22-74; thence South 88°22'55" East along the North line thereof a distance of 237.64 feet to the Northerly projection of the East line of Tract A of said Short Plat; thence South 00°50'43" West along said East line of Tract A and its Northerly projection a distance of 1,226.01 feet to the North line of the South Lyman Ferry Road; thence North 74°02'01" West along the North line of the South Lyman Ferry Road a distance of 177.36 feet to the point of curvature of a curve to the right having a radius of 1,115.92 feet; thence Northwesterly along said curve through a central angle of 03°37'18" and an arc length of 70.54 feet to the North-South centerline of said Section 21; thence North 00°53'54" east along said North-South centerline a distance of 89.05 feet to the point of beginning of this description.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

A portion of Government Lot 8 of Section 21, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at the South Quarter corner of said Section 21; thence North 00°53'54" East along the North-South centerline of said Section 21 a distance of 1,240.19 feet to the North line of the South Lyman Ferry Road, said point being on a curve to the left having a radius point which bears North 19°35'17" East a distance of 1,115.92 feet; thence Southeasterly along said curve through a central angle of 03°37'18" and an arc length of 70.54 feet; thence continuing Southeasterly along the North line of the South Lyman Ferry Road South 74°02'01" East a distance of 177.36 feet to the Southwest corner of Tract B of Short Plat No. 22-74, approved June 4, 1974, and the point of

beginning of this description; thence North 00°53'54" East along the West line of said Tract B and its Northerly projection a distance of 1,226.01 feet to the North line of the unnamed 7.96 acre tract shown on Skagit County Short Plat No. 22-74; thence South 88°22'55" East along the North line thereof and its Easterly projection a distance of 337.72 feet to the East line of that certain tract described in Sales Contract to Lewis and Leaf, filed in Volume 317 of Official Records, page 315, under Auditor's File No. 879825, records of Skagit County, Washington; thence South 00°47'32" West a distance of 1,284.09 feet to the North line of the South Lyman Ferry Road which point is on a curve to the right having a radius of 1,318.14 feet; thence Northwesterly along said curve to the North line of the South Lyman Ferry Road through a central angle of 00°57'04" and an arc length of 196.45 feet; thence continuing along the North line of said road North 74°02'01" West a distance of 70.94 feet to the point of beginning of this description.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

That portion of the Southeast Quarter of the Southwest Quarter of Section 21, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at the Northeast corner of said subdivision; thence South 00°53'54" West along the East line of said subdivision a distance of 89.05 feet to the North line of the South Lyman Ferry Road which point is on a curve to the right having a radius of 1,115.92 feet; thence Northwesterly along said curve through a central angle of 05°22'40" and an arc length of 104.74 feet; thence North 65°02'03" West a distance of 76.98 feet to the point of curvature of a curve to the left having a radius of 666.62 feet; thence Northwesterly along said curve to the left through a central angle of 05°29'27" and an arc distance of 63.88 feet to the North line of said subdivision; thence South 88°09'37" East along said North line a distance of 227.30 feet to the Northeast corner of said subdivision and the point of beginning of this description.

Situate in the County of Skagit, State of Washington.

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Bridget Kaminski

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 04/28/2022

**DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES**

GNW 21-10935

Grantor: City of Seattle acting by and through Seattle City Light Department

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE SALMON RECOVERY FUNDING BOARD and the
WASHINGTON STATE RECREATION AND CONSERVATION
OFFICE, including any successor agencies.

Abbreviated
Legal

Description: PTN NE 1/4 of SW 1/4 & PTN E 1/2 of SE 1/4, SEC 21-35N-6E
in Skagit County, Washington

More particularly described in Exhibit "A" (Legal Description), and as
depicted in Exhibit "B" (Property Map).

Assessor's Property Tax Parcel Numbers: 41756, 41757; Skagit County

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part
from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the
Project Agreements entered into between the Grantor and the Grantee entitled Skagit
Watershed Habitat Acquisition II (a), Project Number 18-1502C signed by the Grantor on



the 2nd day of January, 2019 and by the Grantee on the 5th day of February, 2019; and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably



equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.



GRANTEE:

STATE OF WASHINGTON, acting by and through THE SALMON
RECOVERY FUNDING BOARD, administered by the RECREATION AND
CONSERVATION OFFICE

By: [Signature]

Name: Scott T. Robinson

Title: Deputy Director

Dated this 30th day of March, ~~2021~~ 2022

STATE OF WASHINGTON)
) ss
COUNTY OF Thurston)

I certify that I know or have satisfactory evidence that Scott T. Robinson is
the person who appeared before me, and said person acknowledged that (he/she) signed
this instrument, on oath stated that (he/she) was authorized to execute the instrument and
acknowledge it as the Deputy Director for the Recreation and
Conservation Office and to be the free and voluntary act of such party for the uses and
purposes mentioned in the instrument.

Dated: 3/30/2022

Signed: Lanlalit Nune.

Notary Public in and for the State of Washington,
residing in Thurston county.

My commission expires 04/18/2025.



EXHIBIT A

Legal Description

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

Parcel "A": A portion of Government Lots 7 and 8 of Section 21, Township 35 North, Range 6 East, W.M., described as follows: Beginning at the Southeast corner of Lot 7; thence North 88°09'37" West along the South line of said Government Lot 7 a distance of 227.30 feet to the North line of the South Lyman Ferry Road which point on a curve to the left having a radius of 666.62 feet; thence Northwesterly along said curve to the left through a central angle of 00°35'35" and an arc distance of 6.90 feet; thence North 00°53'54" East a distance of 535.30 feet; thence South 88°09'37" East a distance of 30.03 feet to the center of a slough; thence following the slough for the next four courses; North 44°05'01" East a distance of 129.50 feet; North 16°20'39" East a distance of 209.04 feet; North 56°25'31" East a distance of 46.02 feet; North 51°26'54" East a distance of 27.93 feet to the North/South Centerline of said Section 21; thence North 00°53'54" East along said centerline a distance of 192.25 feet to the Northwest corner of the unnamed 7.96 acre tract shown on Skagit County Short Plat No. 22-74; thence South 88°22'55" East along the North line thereof a distance of 237.64 feet to the Northerly projection of the East line of Tract A of said Short Plat; thence South 00°50'43" West along said East line of Tract A and its Northerly projection a distance of 1,226.01 feet to the North line of the South Lyman Ferry Road; thence North 74°02'01" West along the North line of the South Lyman Ferry Road a distance of 177.36 feet to the point of curvature of a curve to the right having a radius of 1,115.92 feet; thence Northwesterly along said curve through a central angle of 03°37'18" and an arc length of 70.54 feet to the North-South centerline of said Section 21; thence North 00°53'54" east along said North-South centerline a distance of 89.05 feet to the point of beginning of this description. Situate in the County of Skagit, State of Washington.

PARCEL "B": A portion of Government Lot 8 of Section 21, Township 35 North, Range 6 East, W.M., described as follows: Beginning at the South Quarter corner of said Section 21; thence North 00°53'54" East along the North-South centerline of said Section 21 a distance of 1,240.19 feet to the North line of the South Lyman Ferry Road, said point being on a curve to the left having a radius point which bears North 19°35'17" East a distance of 1,115.92 feet; thence Southeasterly along said curve through a central angle of 03°37'18" and an arc length of 70.54 feet; thence continuing Southeasterly along the North line of the South Lyman Ferry Road South 74°02'01" East a distance of 177.36 feet to the Southwest

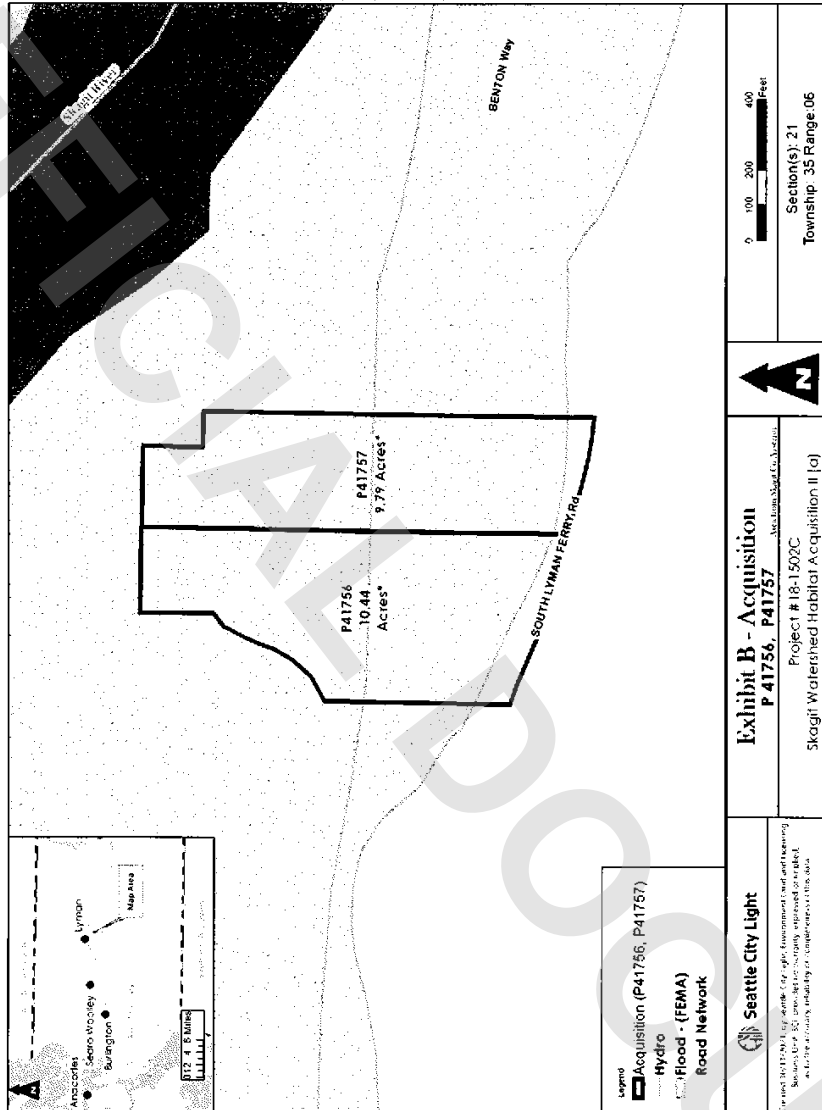


corner of Tract B of Short Plat No. 22-74, approved June 4, 1974, and the point of beginning of this description; thence North $00^{\circ}53'54''$ East along the West line of said Tract B and its Northerly projection a distance of 1,226.01 feet to the North line of the unnamed 7.96 acre tract shown on Skagit County Short Plat No. 22-74; thence South $88^{\circ}22'55''$ East along the North line thereof and its Easterly projection a distance of 337.72 feet to the East line of that certain tract described in Sales Contract to Lewis and Leaf, filed in Volume 317 of Official Records, page 315, under Auditor's File No. 879825, records of Skagit County, Washington; thence South $00^{\circ}47'32''$ West a distance of 1,284.09 feet to the North line of the South Lyman Ferry Road which point is on a curve to the right having a radius of 1,318.14 feet; thence Northwesterly along said curve to the North line of the South Lyman Ferry Road through a central angle of $00^{\circ}57'04''$ and an arc length of 196.45 feet; thence continuing along th North line of said road North $74^{\circ}02'01''$ West a distance of 70.94 feet to the point of beginning of this description. Situate in the County of Skagit, State of Washington.

PARCEL "C": That portion of the Southeast Quarter of the Southwest Quarter of Section 21, Township 35 North, Range 6 East, W.M., described as follows: Beginning at the Northeast corner of said subdivision; thence South $00^{\circ}53'54''$ West along the East line of said subdivision a distance of 89.05 feet to the North line of the South Lyman Ferry Road which point is on a curve to the right having a radius of 1,115.92 feet; thence Northwesterly along said curve through a central angle of $05^{\circ}22'40''$ and an arc length of 104.74 feet; thence North $65^{\circ}02'03''$ West a distance of 76.98 feet to the point of curvature of a curve to the left having a radius of 666.62 feet; thence Northwesterly along said curve to the left through a central angle of $05^{\circ}29'27''$ and an arc distance of 63.88 feet to the North line of said subdivision; thence South $88^{\circ}09'37''$ East along said North line a distance of 227.30 feet to the Northeast corner of said subdivision and the point of beginning of this description. Situate in the County of Skagit, State of Washington



EXHIBIT B
Property Map



202311150045

11/15/2023 01:44 PM Pages: 1 of 4 Fees: \$206.50
Skagit County Auditor, WA

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20238759

Nov 15 2023

Amount Paid \$8583.00
Skagit County Treasurer
By Kaylee Oudman Deputy

When recorded return to:

City of Seattle, a municipal corporation of the State of Washington
700 5th Avenue North Ste 3300, Real Estate Services Room 3338/ Po Box 34023
Seattle, WA 98109

GNW 21-14290

STATUTORY WARRANTY DEED

THE GRANTOR(S) Kevin Crozier and Tara McGown, husband and wife, PO Box 26, Rockport, WA 98238,

for and in consideration of ten dollars and other valuable consideration

in hand paid, conveys, and warrants to City of Seattle, a Municipal Corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1:
Section 36, Township 35 North, Range 9, East - SE NW (aka Lot B SP 92-031)

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P45047

Dated: 10/31/2023

Kevin B. Crozier
Kevin Crozier

Tara McGown
Tara McGown

STATE OF WASHINGTON
COUNTY OF SKAGIT

This record was acknowledged before me on 31st day of ~~November~~^{October}, 2023 by Kevin Crozier and Tara McGown.

Eleanor Romero
Signature

Notary
Title

My commission expires: 6/23/2025

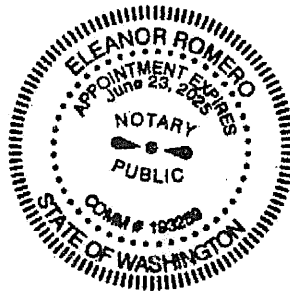


EXHIBIT A
LEGAL DESCRIPTION

Property Address: 11488 Martin Road, Rockport, WA 98283
Tax Parcel Number(s): P45047

Property Description:

Lot B, Short Plat No. 92-031, approved November 2, 1992, and recorded December 16, 1992 in Book 10 of Short Plats, page 157, under Auditor's File No. 9212160072, records of Skagit County, Washington; being a portion of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 35 North, Range 9, East, W.M.

EXHIBIT B

21-14290-KH

10. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Short Plat No.: 92-031 recorded December 16, 1992 as Auditor's File No. 9212160072.

11. Regulatory notice/agreement regarding Title Notification - Development Activities On or Adjacent to Designated Natural Resource Lands that may include covenants, conditions and restrictions affecting the subject property, recorded October 26, 2009 as Auditor's File No. 200910260023 .

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice. Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

12. Regulatory notice/agreement regarding Title Notification - Special Flood Hazard Area that may include covenants, conditions and restrictions affecting the subject property, recorded October 26, 2009 as Auditor's File No. 200910260024 .

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice. Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Bridget Kaminski

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Kaylee Oudman
DATE 02/22/2024

**DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES**

M10568

Grantor: City of Seattle acting by and through Seattle City Light Department

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON STATE SALMON RECOVERY FUNDING BOARD and the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE, including any successor agencies.

Abbreviated Legal Description: Lot B, Short Plat No. 92-031, approved November 2, 1992, and recorded December 16, 1992 in Book 10 of Short Plats, page 157, under Auditor's File No. 9212160072, being a portion of the Southeast 1/4 of the Northwest 1/4 of Section 36, Township 35 North, Range 9 East, W.M.

in Skagit County, Washington

More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map).

Assessor's Property Tax Parcel Numbers: 45047; Skagit County

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the

STR

Project Agreements entered into between the Grantor and the Grantee entitled 2022 Skagit Watershed Habitat Acquisition VI (a), Project Number 22-1442(C) signed by the Grantor on the 21st day of November, 2022, and by the Grantee on the 21st day of November 2022; and 2022 Skagit Watershed Habitat Acquisition VI (B), Project Number 22-1595(A) signed by the Grantor on the 23rd day of February, 2023, and by the Grantee on the 23rd day of February 2023; and 2023 Skagit Watershed Habitat Acquisition SLT, Project Number 23-1183(C) signed by the Grantor on the 2nd day of November, 2023, and by the Grantee on the 3rd day of November, 2023; and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery



purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.



GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: ACLT

Name: Andrew Strong

Title: Interim Assistant General Manager

Dated this 26th day of December, 2023

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Andy Strong is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the Interim Environmental, Engineering, Project Delivery and Generation Officer, Seattle City Light for the Sponsor, City of Seattle and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12/26/2023

Signed: [Signature]

Printed Name: Jean Greagor

Notary Public in and for the State of Washington,

residing in Shoreline, WA.

My commission expires 12/19/2025

JEAN CHRISTOPH GREAGOR
NOTARY PUBLIC
STATE OF WASHINGTON
COMM. EXPIRES DECEMBER 19, 2025
COMM. #93052

STP

EXHIBIT A

Legal Description

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

Lot B, Short Plat No. 92-031, approved November 2, 1992, and recorded December 16, 1992 in Book 10 of Short Plats, page 157, under Auditor's File No. 9212160072, being a portion of the Southeast 1/4 of the Northwest 1/4 of Section 36, Township 35 North, Range 9 East, W.M.



EXHIBIT B Property Map



STP

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20238931

Dec 04 2023

Amount Paid \$1365.00
Skagit County Treasurer
By Candi Newcombe Deputy

When recorded return to:

City of Seattle, a municipal corporation of the State of Washington
700 5th Avenue North, Ste 3300 PO Box 34023, Real Estate Services
Seattle, WA 98109

GNW 23-18587

STATUTORY WARRANTY DEED

THE GRANTOR(S) Kathleen Louise Fulwiler, as her separate estate and as surviving spouse of William Alan Fulwiler, deceased, 5607 McKinley Place North, Seattle, WA 98103,

for and in consideration of ten dollars and other valuable consideration

in hand paid, conveys, and warrants to City of Seattle, a municipal corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1:
Ptn. Gov. Lots 5 & 6, Section 22, Township 35 North, Range 10 East

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto


Tax Parcel Number(s): P45434

Dated: 12/01/2023


Kathleen Louise Fulwiler

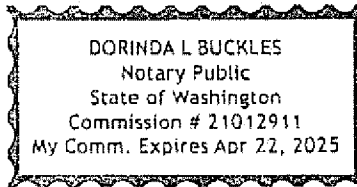
STATE OF WASHINGTON
COUNTY OF SKAGIT King

This record was acknowledged before me on 1 day of December, 2023 by Kathleen Louise Fulwiler.


Signature

Notary Public
Title

My commission expires: 4-22-25



Statutory Warranty Deed
LPB 10-05

EXHIBIT A
LEGAL DESCRIPTION

Property Address: 57803 Illabot Creek Lane, Marblemount, WA 98267
Tax Parcel Number(s): P45434

Property Description:

All that part of Government Lots 5 and 6 of Section 22, Township 35 North, Range 10 East, W.M., lying Westerly of the Easterly right-of-way line of an easement 300 feet in width granted to the City of Seattle, said easement being recorded in the Auditor's Office, Skagit County, Washington, under File No. 234108, and lying Southerly and Westerly of the following described line:

Beginning at a point lying 77.41 feet North and 2000.33 feet West of the Southeast corner of said Section 22, (East line of said Section bears North 1 degree 18'04" East) said point being a 3/4" iron pipe on the Easterly right-of-way line of said easement granted the City of Seattle: thence North 65 degrees 49'45" West, 187.50 feet: thence North 41 degrees "12'18" West to the Skagit River; EXCEPT a strip of land 50 feet in width conveyed to Skagit County for roadway as recorded under Auditor's File No. 662530; AND EXCEPT that portion lying Southerly and Westerly of the following described line:

Beginning at a point lying 107.50 feet North and 2510.57 feet West of the Southeast corner of said Section 22 (East line of said Section bears North 1 degree 18'04" East); thence North 38 degrees 10' West to the Skagit River; thence South 38 degrees 10' East on a line projected through said point, to the South line of said Section 22.

EXHIBIT B

23-18587-KH

9. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the Skagit River, or its banks, or which may result from such change in the future.
10. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line ordinary high water of Skagit River.
11. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)
12. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF: Grantee: City of Seattle
Dated: April 3, 1930 Recorded: May 22, 1930 Auditor's No: 234108 Purpose: Transmission line Area Affected: Southerly portion of access easement
13. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF: Grantee: City of Seattle
Dated: June 3, 1952
Recorded: June 5, 1952
Auditor's No: 475966
Purpose: Patrol road
Area Affected: Within limits of transmission line right-of-way E. Terms and conditions of
14. Easement Agreement recorded under Auditor's File No. 722047. Said agreement affects access road.

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Bridget Kaminski

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Candi Newcombe
DATE 12/04/2023

GNW 23-18587

**DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES**

Grantor: City of Seattle acting by and through Seattle City Light Department
Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE SALMON RECOVERY FUNDING BOARD and the
WASHINGTON STATE RECREATION AND CONSERVATION
OFFICE, including any successor agencies.

Abbreviated
Legal

Description: Portions of GL 5 & 6, Sec. 22 Twp 35N, R.10 E
in Skagit County, Washington.

More particularly described in Exhibit "A" (Legal Description), and as
depicted in Exhibit "B" (Property Map).

Assessor's Property Tax Parcel Numbers: 45434; Skagit County

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part
from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the
Project Agreements entered into between the Grantor and the Grantee entitled Skagit
Watershed Habitat Acquisition II (a), Project Number 18-1502C signed by the Grantor on

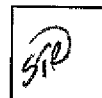


the 2nd day of January, 2019 and by the Grantee on the 5th day of February, 2019; and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably



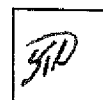
equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.



GRANTEE:

STATE OF WASHINGTON, acting by and through THE WASHINGTON
STATE SALMON RECOVERY FUNDING BOARD, administered by the
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE

By: 

Name: Scott T Robinson

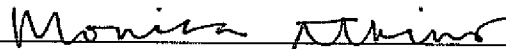
Title: Deputy Director

Dated this 6th day of NOVEMBER, 2023

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that Scott T Robinson is the person who
appeared before me, and said person acknowledged that (he/she) signed this instrument, on
oath stated that (he/she) was authorized to execute the instrument and acknowledge it as
the Deputy Director for the Recreation and Conservation Office and to be the free and
voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11/6/2023

Signed: 

Notary Public in and for the State of Washington,
residing in THURSTON COUNTY

My commission expires 3/30/2027

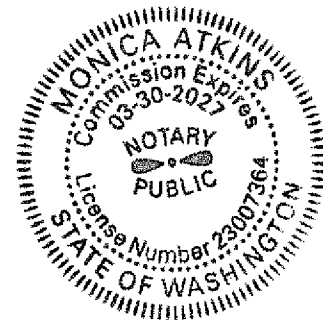
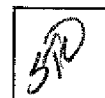


EXHIBIT A



Legal Description

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

All that part of Government Lots 5 and 6 of Section 22, Township 35 North, Range 10 East, W.M., lying Westerly of the Easterly right-of-way line of an easement 300 feet in width granted to the City of Seattle, said easement being recorded in the Auditor's Office, Skagit County, Washington, under File No. 234108, and lying Southerly and Westerly of the Following described line:

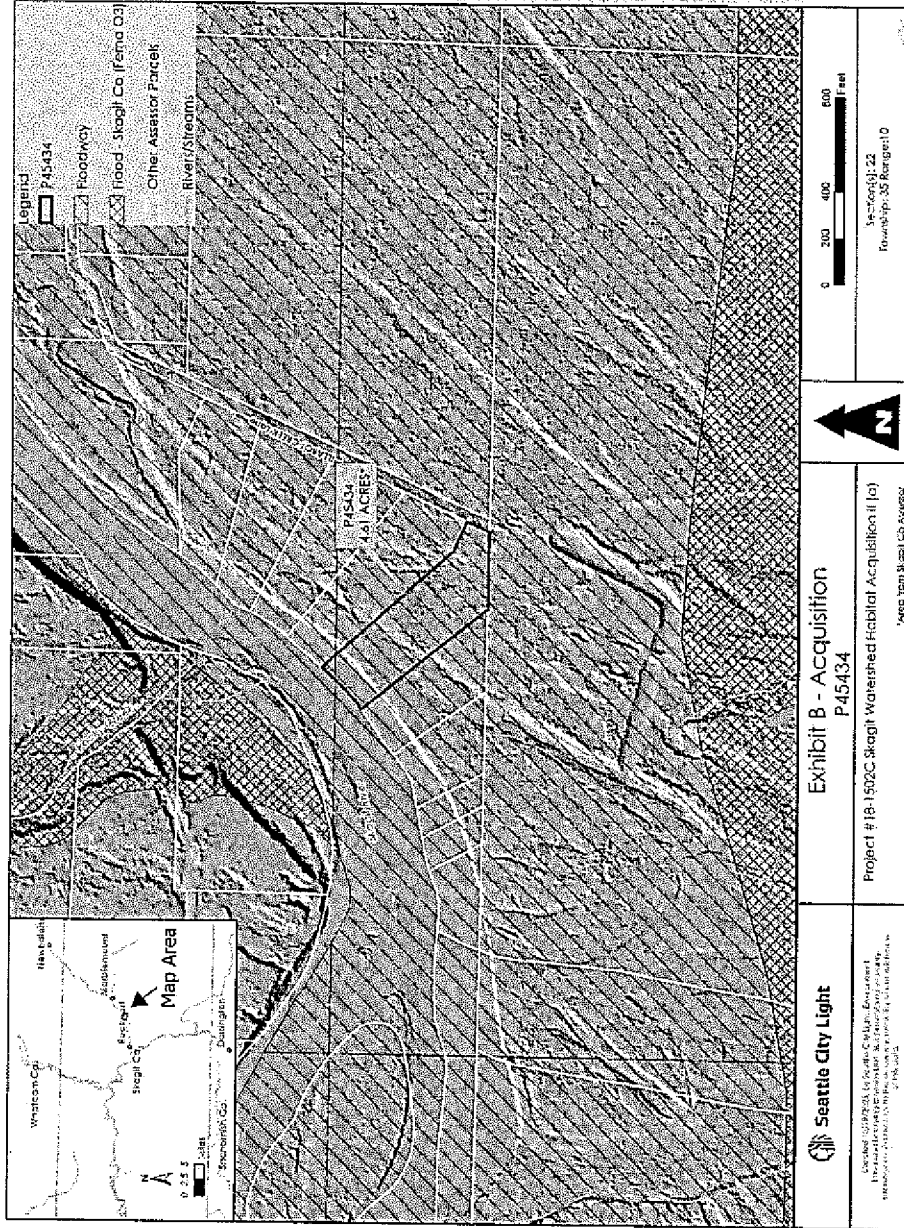
Beginning at a point lying 77.41 feet North and 2000.33 feet West of the Southeast corner of said Section 22, (East line of said Section bears North 1 degree 18'04" East) said point being a 3/4" iron pipe on the Easterly right-of-way line of said easement granted the City of Seattle: thence North 65 degrees 49'45" West, 187.50 feet: thence North 41 degrees "12'18"

West to the Skagit River; EXCEPT a strip of land 50 feet in width conveyed to Skagit County for roadway as recorded under Auditor's File No. 662530; AND EXCEPT that portion lying Southerly and Westerly of the following described line:

Beginning at a point lying 107.50 feet North and 2510.57 feet West of the Southeast corner of said Section 22 (East line of said Section bears North 1 degree 18'04" East); thence North 38 degrees 10' West to the Skagit River; thence South 38 degrees 10' East on a line projected through said point, to the South line of said Section 22.



EXHIBIT B Property Map



SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20242214

Sep 19 2024

Amount Paid \$10452.00
Skagit County Treasurer
By Kaylee Oudman Deputy

When recorded return to:

City of Seattle, a Washington municipal corporation
700 5th Avenue North, Ste 300 PO Box 34023 Real Estate Services Rm 3318
Seattle, WA 98109

STATUTORY WARRANTY DEED

Guardian NW Title 24-20157-TB

THE GRANTOR(S) **Tyler M. Hershaw and Grace Julieth Hershaw, a married couple**, 1015 Northwest 28th Place, Cape Coral, FL 33993,

for and in consideration of **ten dollars and other valuable consideration**

in hand paid, conveys, and warrants to **City of Seattle, a Washington municipal corporation**

the following described real estate, situated in the County Skagit, State of Washington:

That portion of Government Lot 3, Section 36, Township 35 North, Range 4 East, W.M., lying Westerly of State Highway right-of-way;

EXCEPT that portion lying within the boundaries of the following described tract:

Beginning at the intersection of the West line of said Government Lot 3 and the North line of the Howey Road; thence East along the North line said road, a distance of 458.0 feet to the intersection with the Northwesterly line of that certain tract conveyed to the State of Washington by Deed dated August 28, 1957 and recorded January 24, 1958 under Auditor's File No. 561033, records of Skagit County, Washington; thence Northeasterly along said State of Washington Tract, a distance of 703.0 feet to the Westerly line of the State Highway right-of-way as conveyed by Deed recorded under Auditor's File No. 561033, records of Skagit County, Washington; thence North 11 degrees 01' West along the West line of the State Highway right-of-way, a distance of 234.0 feet; thence West to a point on the West line of said Government Lot 3, that is 465.0 feet North of the point of beginning; thence South along the West line of said Government Lot 3, a distance of 465.0 feet to the point of beginning.

Situated in Skagit County, Washington.

Abbreviated legal description: Property 1:

Ptn. Gov. Lot 3, Section 36, Township 35 North, Range 4 East P38414/350436-0-010-0001

Statutory Warranty Deed
LPB 10-05


Order No.: 24-20157-TB

Page 1 of 3

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "A" attached hereto

Tax Parcel Number(s): P38414/350436-0-010-0001

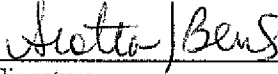
Dated: 8-30-2024


Tyler M. Hershaw

Grace Julieth Hershaw

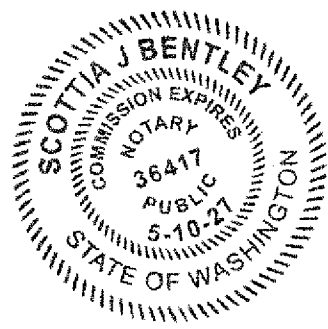
STATE OF WASHINGTON
COUNTY OF SKAGIT

This record was acknowledged before me on 30th day of September, 2024 by Tyler M Hershaw ~~XXXXXX~~
~~XXXXXXXXXX~~


Signature

Notary
Title

My commission expires: 05/10/27



This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "A" attached hereto

Tax Parcel Number(s): P38414/350436-0-010-0001

Dated: 08/30/2024

Tyler M. Hershaw
Grace Julieth Hershaw
Grace Julieth Hershaw

STATE OF WASHINGTON
COUNTY OF SKAGIT

This record was acknowledged before me on 30 day of August 2024 by Grace Julieth Hershaw

K. B.
Signature

Notary
Title

KYLE BEAM
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION # 210008
COMMISSION EXPIRES 09/11/2027

My commission expires: 09/11/2027

Notarized remotely online using communication technology via Proof.

EXHIBIT A

24-20157-TB

9. Reservations contained in deed from the State of Washington recorded under Auditor's File No. 608381, reserving to the grantor all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry. Right of the State of Washington or its successors, subject to payment of compensation therefore, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals and other products from this and other property, as reserved in deed referred to above.

10. Relinquishment of rights of access to State Highway and of light, view, and air under terms of Deed to the State of Washington: Recorded: January 24, 1958 Auditor's No: 561033

11. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the Skagit River, or its banks, or which may result from such change in the future.

12. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line ordinary high water of Skagit River.

13. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

14. Regulatory notice/agreement regarding Title Notification - Special Flood Hazard Area that may include covenants, conditions and restrictions affecting the subject property, recorded on January 20, 2006 as Auditor's File No. 200601200070 .

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice. Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

15. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Survey recorded on December 20, 2013 as Auditor's File No. 201312200132.

End of Exhibit A

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Bridget Kaminski

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Kaylee Oudman
DATE 09/19/2024

**DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES**

GNW 24-20157

Grantor: City of Seattle acting by and through Seattle City Light Department

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE SALMON RECOVERY FUNDING BOARD and the
WASHINGTON STATE RECREATION AND CONSERVATION
OFFICE, including any successor agencies.

Abbreviated
Legal

Description: Ptn. Gov Lot 3, Sec. 36, Twp 35N, R.4 E

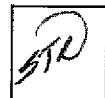
in Skagit County, Washington

More particularly described in Exhibit "A" (Legal Description), and as
depicted in Exhibit "B" (Property Map).

Assessor's Property Tax Parcel Numbers: ^P38414; Skagit County

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part
from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the
Project Agreements entered into between the Grantor and the Grantee entitled Skagit
Watershed Habitat Acquisition IV (b), Project Number 20-2121A signed by the Grantor on



the 4th day of December, 2020 and by the Grantee on the 4th day of December, 2020, and Skagit Watershed Habitat Acquisition V (b), Project Number 21-1382A, signed by the Grantor on the 30th day of November, 2021 and by the Grantee on the 30th day of November, 2021, and Skagit Watershed Habitat Acquisition VI (b) Project Number 22-1595A, signed by the Grantor on the 23rd day of February, 2023 and by the Grantee on the 23rd day of February, 2023, and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.



Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.



Legal Description

The Land referred to herein below and is described as follows:

That portion of Government Lot 3, Section 36, Township 35 North, Range 4 East, W.M., lying Westerly of State Highway right-of-way;

EXCEPT that portion lying within the boundaries of the following described tract:

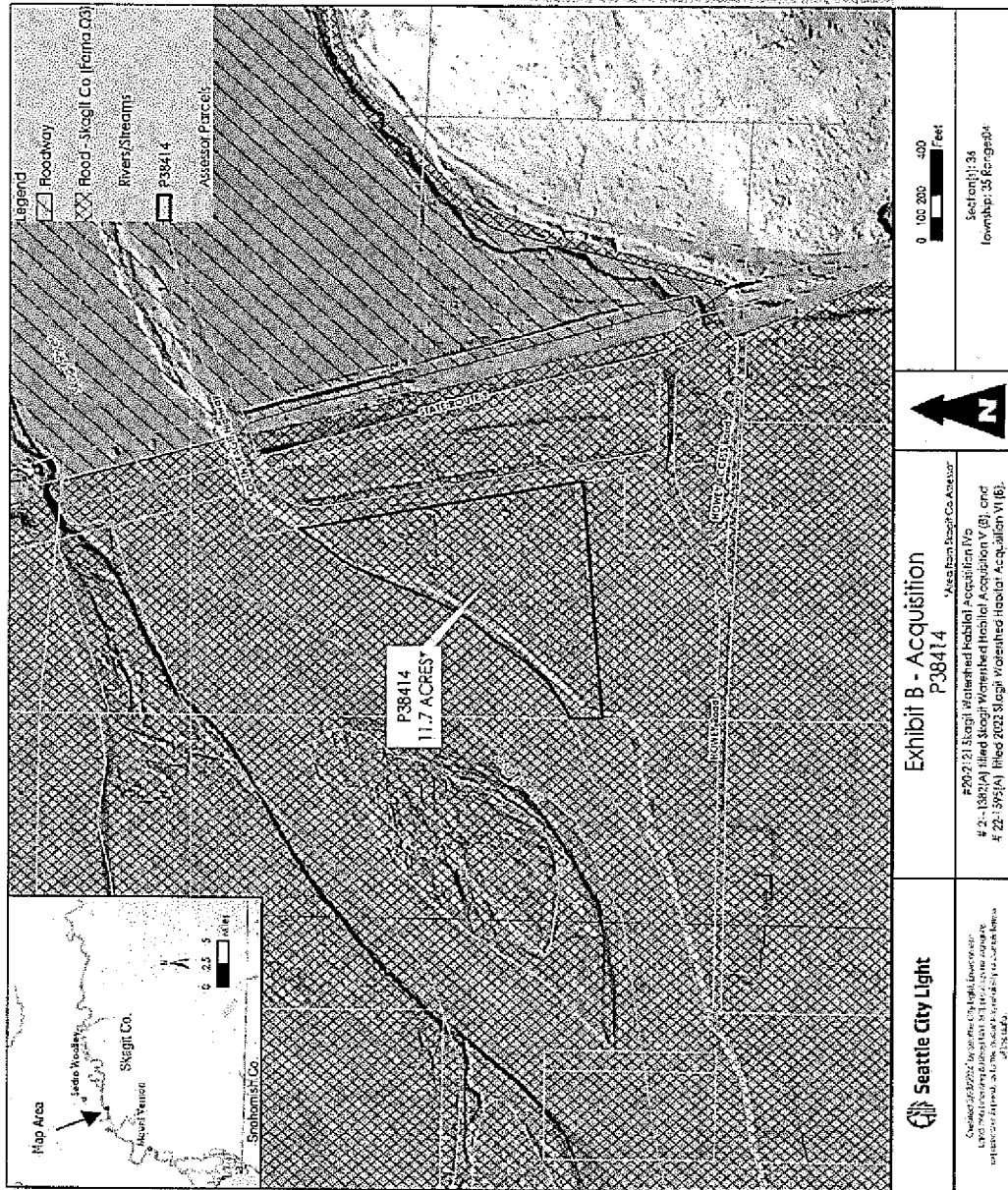
Beginning at the intersection of the West line of said Government Lot 3 and the North line of the Howey Road;
thence East along the North line said road, a distance of 458.0 feet to the intersection with the Northwestern line of that certain tract conveyed to the State of Washington by Deed dated August 28, 1957 and recorded January 24, 1958 under Auditor's File No. 561033, records of Skagit County, Washington;
thence Northeasterly along said State of Washington Tract, a distance of 703.0 feet to the Westerly line of the State Highway right-of-way as conveyed by Deed recorded under Auditor's File No. 561033, records of Skagit County, Washington;
thence North 11 degrees 01' West along the West line of the State Highway right-of-way, a distance of 234.0 feet;
thence West to a point on the West line of said Government Lot 3, that is 465.0 feet North of the point of beginning;
thence South along the West line of said Government Lot 3, a distance of 465.0 feet to the point of beginning.

Situated in Skagit County, Washington.



EXHIBIT B

Property Map



When recorded return to:

Guardian Northwest Title & Escrow Company
1301 Riverside Drive, Suite B
Mount Vernon, WA 98273
(360) 424-0111

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 2021-1908

Apr 30 2021

Amount Paid \$1045.00

Skagit County Treasurer

By Heather Beauvais Deputy

GNW 20-8075

BARGAIN AND SALE DEED

THE GRANTOR(S)

Michael J. Kalkoske and Patricia R. Kalkoske, a married couple
50275 Washington 20, Concrete, WA 98237

for and in consideration of

SIXTY FIVE THOUSAND AND 00/100 (\$65,000.00) DOLLARS

in hand paid, bargains, sells, and conveys to

City of Seattle, a municipal corporation of the State of Washington

the following described estate, situated in the County of Skagit, State of Washington:

P30904/P30927/P30920/P30921
Parcel "A":

Government Lot 8 of Section 12, Township 34 North, Range 9 East, W.M.; EXCEPT that portion thereof conveyed to School District No. 56 by deed recorded October 18, 1894 as Auditor's File No. 20526 in Volume 28 of Deeds, Page 729, records of Skagit County, Washington.

Parcel "B":

The North 1/2 of the Southwest 1/4; of the Southwest 1/4 of Section 12, Township 34 North, Range 9 East, W.M.; lying East of the Sauk River as shown on the face of Skagit County Short Plat No. 72-76 recorded as Auditor's File No. 857846, records of Skagit County, Washington.

Parcel "C":

That portion of Government Lot 6 of Section 12, Township 34 North, Range 9 East, W.M., lying Southerly of the Sauk River, described as follows:

Beginning at the South one-quarter corner of said Section 12; thence westerly along the section line 1305 feet; thence Northerly 1318 feet, more or less, to the Southwest corner of said Government Lot 6, and the True Point of Beginning of the land to be described; thence Easterly along the Southerly boundary of Government Lot 6 and its extension Easterly, for a distance of 1305 feet; thence at an angle of 90° to the left a distance of 650 feet; thence Southwesterly to a point on the Westerly boundary of said Government Lot 6, which lies 420 feet Northerly of the Southwest corner thereof; thence Southerly 420 feet to the True Point of Beginning.

Parcel "D":

That portion of Government Lot 7 of Section 12, Township 34 North, Range 9 East, W.M., lying Southerly and

Easterly of the Sauk River, described as follows:

Beginning at the South one-quarter corner to said Section 12; thence Westerly along the Section line, a distance of 1305 feet; thence Northerly 1318 feet, more or less, to the Southeast corner of Government Lot 7 and the True Point of Beginning of the tract of land to be described; thence Westerly on the Southerly boundary of Government Lot 7, a distance of 510 feet; thence Northeasterly to a point on the Easterly boundary of Government Lot 7, which lies 420 feet Northerly from the Southeast corner thereof; thence Southerly to the True Point of Beginning.

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "A" attached hereto

Tax Parcel Number(s): P30927/340912-3-002-0009 & P30920/340912-0-013-0002 & P30921/340912-0-014-0001 & P30904/340912-0-008-0009

Dated: April ²⁸~~30~~, 2021

Michael J. Kalkoske
Michael J. Kalkoske

Patricia R. Kalkoske
Patricia R. Kalkoske

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Michael J. Kalkoske and Patricia R. Kalkoske is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 28th day of April, 2021

Doug Clark
Signature

Notary Public
Title

My appointment expires: 12-15-21

Notary Public
State of Washington
Doug Clark
Commission No. 196611
Commission Expires 12-15-2021

EXHIBIT A

20-8075-KH

1. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the Sauk River, or its banks, or which may result from such change in the future.
2. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)
3. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line ordinary high water of Sauk River.
4. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Survey recorded 12/24/2018 as Auditor's File No. 201812240093.
5. Easement, affecting a portion of subject property for the purpose of ingress, egress and utilities including terms and provisions thereof granted to David Hambright, et ux, et al recorded 09/17/2020 as Auditor's File No. 202009170039

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Marc Dubioski

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Heather Beauvais
DATE 04/30/2021

DEED OF RIGHT TO USE LAND FOR GNW 20-8075
SALMON RECOVERY PURPOSES

Grantor: City of Seattle acting by and through Seattle City Light Department

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON STATE SALMON RECOVERY FUNDING BOARD and the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE, including any successor agencies.

Abbreviated
Legal

Description: Section 12, Township 34 North, Range 9 East, Ptns SW ¼ Skagit County, Washington

More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map).

Assessor's Property Tax Parcel Number: P30904, P30920, P30921 and P30927; Skagit County

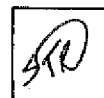


Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Skagit Watershed Habitat Acquisition II (a), Project Number 18-1502 signed by the Grantor on the 2nd day of January, 2019 and by the Grantee on the 5th day of February, 2019; and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery



purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW



GRANTEE:

STATE OF WASHINGTON, acting by and through THE SALMON
RECOVERY FUNDING BOARD, administered by the RECREATION AND
CONSERVATION OFFICE

By: Scott T. Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 18th day of March, 2021

STATE OF WASHINGTON)
COUNTY OF Thurston) ss

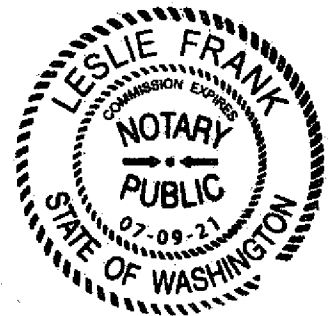
I certify that I know or have satisfactory evidence that Scott T. Robinson is
the person who appeared before me, and said person acknowledged that (he/she) signed
this instrument, on oath stated that (he/she) was authorized to execute the instrument and
acknowledge it as the Deputy Director for the Recreation and
Conservation Office and to be the free and voluntary act of such party for the uses and
purposes mentioned in the instrument.

Dated: March 18, 2021

Signed: Leslie Frank

Notary Public in and for the State of Washington,
residing in Thurston County

My commission expires 7-9-21



SR

EXHIBIT A
Legal Description

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

Parcel "A":

Government Lot 8 of Section 12, Township 34 North, Range 9 East, W.M.; EXCEPT that portion thereof conveyed to School District No. 56 by deed recorded October 18, 1894 as Auditor's File No. 20526 in Volume 28 of Deeds, Page 729, records of Skagit County, Washington.

Parcel "B":

The North 1/2 of the Southwest 1/4: of the Southwest 1/4 of Section 12, Township 34 North, Range 9 East, W.M.; lying East of the Sauk River as shown on the face of Skagit County Short Plat No. 72-76 recorded as Auditor's File No. 857846, records of Skagit County, Washington.

Parcel "C":

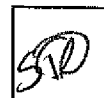
That portion of Government Lot 6 of Section 12, Township 34 North, Range 9 East, W.M., lying Southerly of the Sauk River, described as follows:

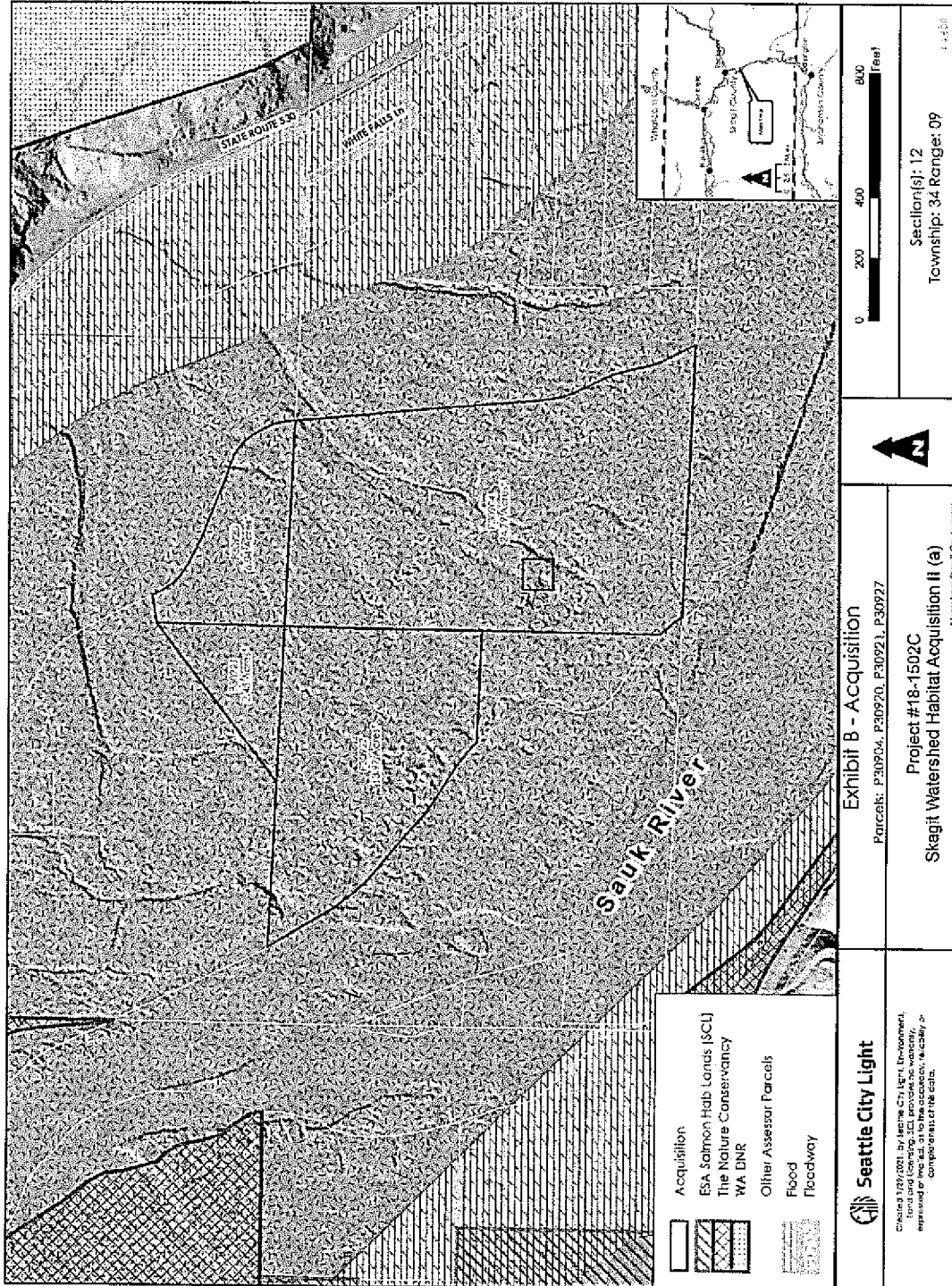
Beginning at the South one-quarter corner of said Section 12; thence westerly along the section line 1305 feet; thence Northerly 1318 feet, more or less, to the Southwest corner of said Government Lot 6, and the True Point of Beginning of the land to be described; thence Easterly along the Southerly boundary of Government Lot 6 and its extension Easterly, for a distance of 1305 feet; thence at an angle of 90° to the left a distance of 650 feet; thence Southwesterly to a point on the Westerly boundary of said Government Lot 6, which lies 420 feet Northerly of the Southwest corner thereof; thence Southerly 420 feet to the True Point of Beginning.

Parcel "D":

That portion of Government Lot 7 of Section 12, Township 34 North, Range 9 East, W.M., lying Southerly and Easterly of the Sauk River, described as follows:

Beginning at the South one-quarter corner to said Section 12; thence Westerly along the Section line, a distance of 1305 feet; thence Northerly 1318 feet, more or less, to the Southeast corner of Government Lot 7 and the True Point of Beginning of the tract of land to be described; thence Westerly on the Southerly boundary of Government Lot 7, a distance of 510 feet; thence Northeasterly to a point on the Easterly boundary of Government Lot 7, which lies 420 feet Northerly from the Southeast corner thereof; thence Southerly to the True Point of Beginning.





After recording return document to:
Seattle City Light -Real Estate
P.O. Box 34023
Suite 4196
Seattle WA 98214

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Affidavit No. 20237610
Aug 10 2023
Amount Paid \$405.00
Skagit County Treasurer
By Lena Thompson Deputy

GNW 22-15032

QUIT CLAIM DEED

Reference Number: 350621-3-303

Grantor: Theodore Loney

Grantee: City of Seattle, acting through its City Light Department, a Washington municipal corporation

Legal Description: PTN. S21, T35N, R6E
P41751

The Grantor (s) Theodore Loney, as his separate estate and as surviving spouse of Shirley Loney, deceased, for and in consideration of the sum of TEN AND NO/1 00 DOLLARS (\$10.00) and other valuable consideration, hereby conveys and quitclaims to the **City of Seattle, acting through its City Light Department, a Washington municipal corporation**, Grantee(s), the following described real property, and any after acquired interest of the Grantor(s) therein, situated in Skagit County, in the State of Washington:

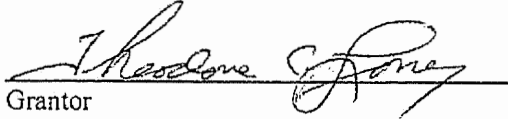
The legal description of the real property hereby conveyed is set forth in Exhibit A and attached hereto and incorporated herein by this reference

The Undersigned hereby agrees to surrender possession of the real property herein conveyed upon receipt of payment from the Grantee.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon Grantee unless and until accepted and approved hereon in writing for the City of Seattle, through its City Light Department, by the Manager of Real Estate Services and upon recording.


QUITCLAIM DEED

Dated 8-2-2023


Grantor

Accepted and Approved

City of Seattle
CITY LIGHT DEPARTMENT

By: 
Greg Sancewich, Manager
Real Estate Services

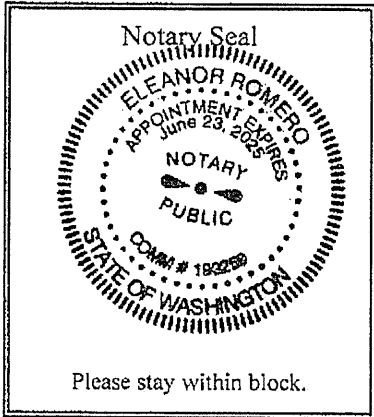
Date: Jun 28, 2023

QUITCLAIM DEED

STATE OF WASHINGTON)
) : §
COUNTY OF Skagit)

On this 2nd day of August, 2023, before me personally appeared Theodore Loney, to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Eleanor Romero
Notary (print name) Eleanor Romero
Notary Public in and for the State of Washington,
residing at Skagit County
My commission expires 6/23/2025

PROPERTY DESCRIPTION:

THAT PORTION OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M. BEING DESCRIBED AT TIMES AS PORTIONS OF GOVERNMENT LOTS 4, 6 AND 8 NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION AND THE SOUTHERLY BANK OF SKAGIT RIVER, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY BANK TO THE EAST LINE OF SAID GOVERNMENT LOT 8 OF SAID SECTION; EXTENDED NORTH TO THE SOUTHERLY BANK OF SAID RIVER;

THENCE SOUTH ALONG SAID EAST LINE EXTENDED TO THE SOUTH LINE OF SAID GOVERNMENT LOT 8;

THENCE WEST ALONG SAID SOUTH LINE TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION;

THENCE NORTH ALONG THE NORTH-SOUTH CENTER OF SAID SECTION TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 30 FEET;

THENCE EAST 20 FEET;

THENCE SOUTH 60 FEET;

THENCE WEST 20 FEET;

THENCE NORTH 30 FEET TO THE TRUE POINT OF BEGINNING

AND ALSO, EXCEPT THOSE PORTIONS THEREOF LYING SOUTH OF THE NORTH LINE OF SHORT PLAT NO. 14-79; EXTENDED EAST TO SAID SOUTHERLY BANK OF SAID RIVER.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Bridget Kaminski

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 08/10/2023

GNW 22-15032

**DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES**

Grantor: City of Seattle acting by and through Seattle City Light Department

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE SALMON RECOVERY FUNDING BOARD and the
WASHINGTON STATE RECREATION AND CONSERVATION
OFFICE, including any successor agencies.

Abbreviated
Legal

Description: That portion of Sec, 21, Twp 35N, R.6 E, W.M.

in Skagit County, Washington

More particularly described in Exhibit "A" (Legal Description), and as
depicted in Exhibit "B" (Property Map).

Assessor's Property Tax Parcel Numbers: 41751; Skagit County P41751

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part
from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the
Project Agreements entered into between the Grantor and the Grantee entitled Skagit
Watershed Habitat Acquisition II (a), Project Number 18-1502C signed by the Grantor on



the 2nd day of January, 2019 and by the Grantee on the 5th day of February, 2019; and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably



equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.



GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: *[Signature]*

Name: ~~Mike Haynes~~ Andrew Strong, Interim Assistant GM

Title: Assistant General Manager

Dated this 10th day of July, 2023

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Mike Haynes is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the Assistant General Manager, Seattle City Light for the Sponsor, City of Seattle and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

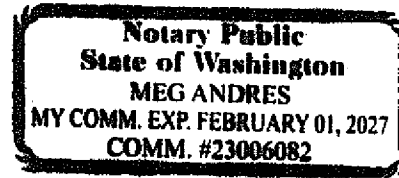
Dated: July 10, 2023

Signed: *[Signature]*

Printed Name: Meg Andres

Notary Public in and for the State of Washington,
residing in Seattle, WA.

My commission expires 2/01/2027



GRANTEE:

STATE OF WASHINGTON, acting by and through THE SALMON RECOVERY FUNDING BOARD, administered by the RECREATION AND CONSERVATION OFFICE

By: [Signature]

Name: Scott T. Robinson

Title: Deputy Directory

Dated this 21st day of JUNE, 2023

STATE OF WASHINGTON)) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Scott T. Robinson is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the Deputy Director for the Recreation and Conservation Office and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/21/2023

Signed: Monica Atkins

Notary Public in and for the State of Washington, residing in THURSTON COUNTY

My commission expires 3/30/2027

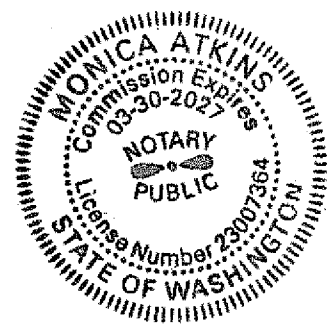


EXHIBIT A



PROPERTY DESCRIPTION:

THAT PORTION OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M. BEING DESCRIBED AT TIMES AS PORTIONS OF GOVERNMENT LOTS 4, 6 AND 8 NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION AND THE SOUTHERLY BANK OF SKAGIT RIVER, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY BANK TO THE EAST LINE OF SAID GOVERNMENT LOT 8 OF SAID SECTION; EXTENDED NORTH TO THE SOUTHERLY BANK OF SAID RIVER;

THENCE SOUTH ALONG SAID EAST LINE EXTENDED TO THE SOUTH LINE OF SAID GOVERNMENT LOT 8;

THENCE WEST ALONG SAID SOUTH LINE TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION;

THENCE NORTH ALONG THE NORTH-SOUTH CENTER OF SAID SECTION TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 30 FEET;

THENCE EAST 20 FEET;

THENCE SOUTH 60 FEET;

THENCE WEST 20 FEET;

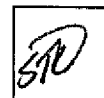
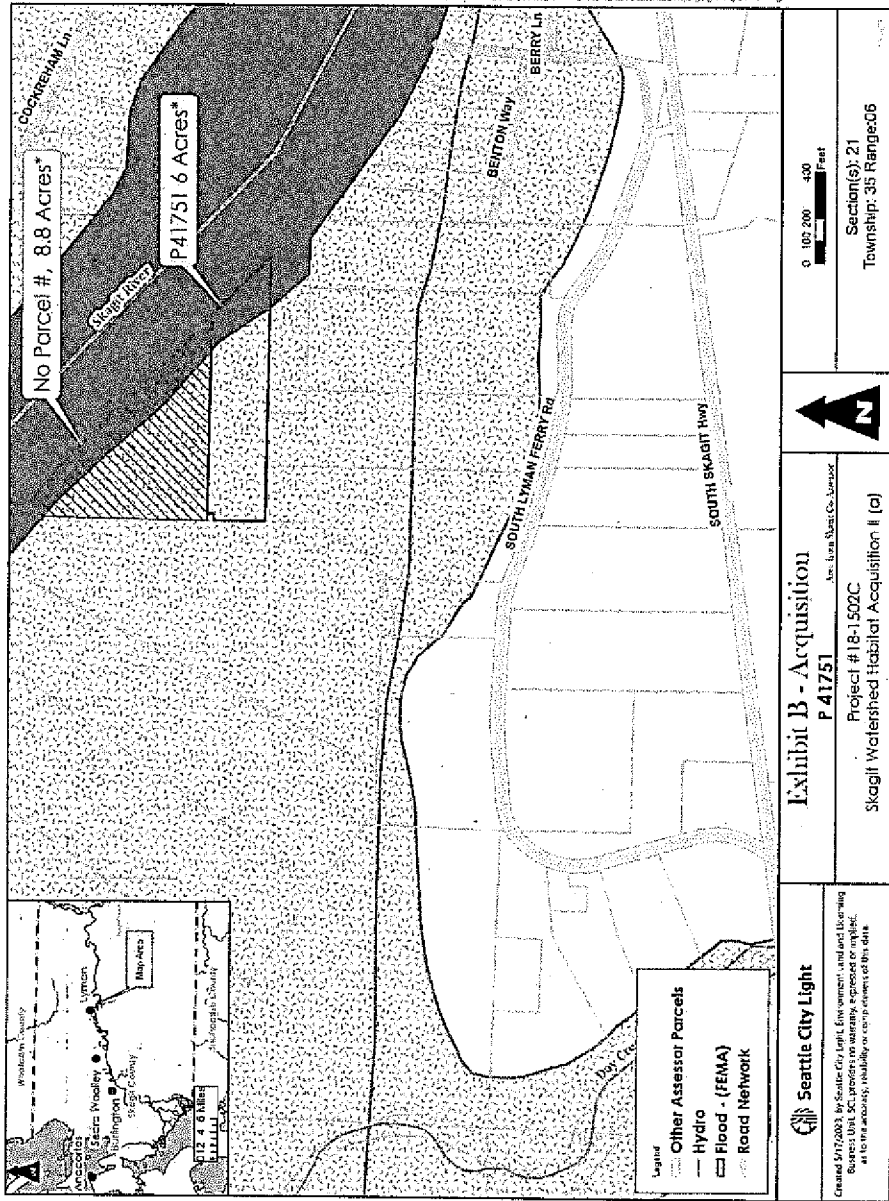
THENCE NORTH 30 FEET TO THE TRUE POINT OF BEGINNING

AND ALSO, EXCEPT THOSE PORTIONS THEREOF LYING SOUTH OF THE NORTH LINE OF SHORT PLAT NO. 14-79; EXTENDED EAST TO SAID SOUTHERLY BANK OF SAID RIVER.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

EXHIBIT B

Property Map



When recorded return to:

City of Seattle, a Washington municipal corporation
700 North 5th Ave, Ste 3300 PO Box 34023 RM 3318
Seattle, WA 98124-9871

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20239012

Dec 13 2023

Amount Paid \$405.00
Skagit County Treasurer
By Lena Thompson Deputy

GNW 23-19041

STATUTORY WARRANTY DEED

THE GRANTOR(S) Brian Ruble, a single man at all times of ownership, as his separate estate, 2029 Horizon Place, Stanwood, WA 98292,

for and in consideration of **ten dollars and other valuable consideration**

in hand paid, conveys, and warrants to City of Seattle, a Washington municipal corporation

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1:
Lot 21, CAREFREE ACRES, SUBDIVISION NO. 1

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P63502

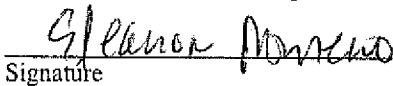
Dated: 12/12/23



Brian Ruble

STATE OF WASHINGTON
COUNTY OF SKAGIT

This record was acknowledged before me on 12th day of December 2023 by Brian Ruble.

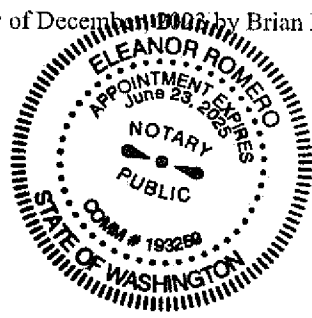


Signature

Notary

Title

My commission expires: 6/23/2025



Statutory Warranty Deed
LPB 10-05

EXHIBIT A
LEGAL DESCRIPTION

Property Address: NHN Pandora Circle, Marblemount, WA 98267
Tax Parcel Number(s): P63502

Property Description:

Lot 21, CAREFREE ACRES, SUBDIVISION NO. 1, as per plat recorded in Volume 8 of Plats, page 62, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

EXHIBIT B

23-19041-KH

9. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name: Carefree Acres Subdivision No. 1
Recorded: December 30, 1963
Auditor's No.: 644847

10. EASEMENT DISCLOSED BY INSTRUMENT AND CONDITIONS CONTAINED THEREIN:

In Favor Of: Not disclosed
For: Utilities
Affects: 5 foot strip along adjoining roadway

11. PROTECTIVE COVENANTS AND/OR EASEMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN:

Dated: August 5, 1992
Recorded: August 18, 1992
Auditor's No.: 9208180055
Executed By: Bestland Associates

Said instrument is a rerecording of instrument recorded under Auditor's File No. 9208120081.

12. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Auditor's File No.: 8407250023
Document Title: Variance
Regarding: Substandard lots

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

202507310094

07/31/2025 03:37 PM Pages: 1 of 4 Fees: \$306.50
Skagit County Auditor, WA

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20252467

Jul 31 2025

Amount Paid \$74142.50
Skagit County Treasurer
By Kaylee Oudman Deputy

When recorded return to:

City of Seattle, a municipal corporation of the State of Washington
700 5th Avenue North, Ste 300 PO Box 34023 Real Estate Services Rm 3318
Seattle, WA 98109

GNW 24-21671

STATUTORY WARRANTY DEED

THE GRANTOR(S) WHITMORE PROPERTIES, LLC, a Washington Limited Liability Company, PO Box 1824, Anacortes, WA 98221,

for and in consideration of ten dollars and other valuable consideration

in hand paid, conveys, and warrants to City of Seattle, a municipal corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1:

Ptn. NE, SW, SE, & Gov. Lots 2 & 3, Section 13, Township 35 North, Range 5 East and Ptn. Gov. Lot 2, Section 18, Township 35 North, Range 6 East

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P41569, P39012, P39021, P39022, P39023, P38951, P38952, P38985, P38995 and P38998

Dated: July 30 2025

WHITMORE PROPERTIES, LLC, a Washington Limited Liability Company

By: Elizabeth Whitmore
Elizabeth Whitmore, authorized agent

When recorded return to:

City of Seattle, a municipal corporation of the State of Washington
700 5th Avenue North, Ste 300 PO Box 34023 Real Estate Services Rm 3318
Seattle, WA 98109

STATUTORY WARRANTY DEED

THE GRANTOR(S) WHITMORE PROPERTIES, LLC, a Washington Limited Liability Company, PO Box 1824, Anacortes, WA 98221,

for and in consideration of **ten dollars and other valuable consideration**

in hand paid, conveys, and warrants to City of Seattle, a municipal corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1:

Ptn. NE, SW, SE, & Gov. Lots 2 & 3, Section 13, Township 35 North, Range 5 East and Ptn. Gov. Lot 2, Section 18, Township 35 North, Range 6 East

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P41569, P39012, P39021, P39022, P39023, P38951, P38952, P38985, P38995 and P38998

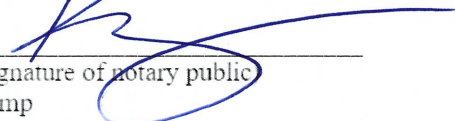
Dated: July 30 2025

WHITMORE PROPERTIES, LLC, a Washington Limited Liability Company

By: Elizabeth Whitmore
Elizabeth Whitmore, authorized agent

STATE OF WASHINGTON
COUNTY OF SKAGIT

This record was acknowledged before me on this 30 day of July, 2025, by Elizabeth Whitmore, authorized agent of WHITMORE PROPERTIES, LLC.



(Signature of notary public
Stamp

Notary

(Title of office)

My commission expires: 6/19/29

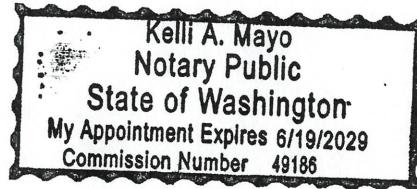


EXHIBIT A
LEGAL DESCRIPTION

Property Address: 8362 Robinson Road, Sedro-Woolley, WA 98284

Tax Parcel Number(s): P41569, P39012, P39021, P39022, P39023, P38951, P38952, P38985, P38995 and P38998

Property Description:

Parcel A:

That portion of the South 1/2 of the Northeast 1/4 of Section 13, Township 35 North, Range 5 East, W.M., lying Southerly of the Great Northern Railway right of way and East of a line drawn due South from the Southeast corner of the Great Northern Railway Company's Trestle No. 37, as it existed on August 9, 1941.

EXCEPT that portion thereof lying East of a straight line drawn South from a point on South line of the Minkler Road, as it existed on January 9, 1920, 600 feet West (as measured along said road) of its intersection with the East line of said Section 13.

Parcel B:

The Southeast 1/4 of the Southwest 1/4; Government Lots 2 and 3; the Northeast 1/4 of the Southeast 1/4; the Northwest 1/4 of the Southeast 1/4; and the Northeast 1/4 of the Southwest 1/4; EXCEPT the West 660 feet thereof, all in Section 13, Township 35 North, Range 5 East, W.M., EXCEPT roads, EXCEPT that portion, if any, lying within the bed of the Skagit River, AND

EXCEPT the following described tract:

Beginning at the Northeast corner of the Southwest 1/4 of said Section 13; thence West 720 feet; thence South 100 feet; thence East 1320 feet; thence North 100 feet; thence West 600 feet to the point of beginning.

Parcel C:

That portion of Government Lot 2 in Section 18, Township 35 North, Range 6 East, W.M., lying South of the Great Northern Railway right of way, EXCEPT County road along the East line thereof.

ALSO EXCEPT the following described tract:

Beginning at the point of intersection of the Southeast corner of said Lot 2 and the West line of the County road right-of-way; thence West along the South line of said Lot 2, 100 feet; thence North parallel with the East line of said Lot 2, 25 feet; thence East parallel with the South line of said Lot 2, 100 feet, more or less, to the West line of the County road; thence South along said West line to the point of beginning.

EXHIBIT B

24-21671-KH

9. EASEMENT AND PROVISIONS CONTAINED THEREIN AS CREATED OR DISCLOSED
INSTRUMENT: In Favor Of: George D. Dickinson Recorded: September 13, 1941 Auditor's No.: 344223 For:
Ditch and related purposes Affects: The exact location is not fully described in said instrument
10. RESERVATIONS, PROVISIONS AND/OR EXCEPTIONS CONTAINED IN INSTRUMENT: Executed
By: W.M. Lindsey, et ux Recorded: April 10, 1900 Auditor's No.: 33127 As Follows: Regarding mineral
reservations Said mineral rights are now held by Skagit County
11. Any adverse claim by reason of any change in the location of the boundaries of said premises which may
have resulted from any change in the location of the River/Creek herein named, or its banks, or which may result
from such change in the future.
River/Creek:
Skagit River and sloughs associated therewith
12. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only
for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing,
boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the
tidelands, shorelands, or adjoining uplands and whether the level of the water has been raised naturally or
artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects
all of the premises subject to such submergence.)
13. Any lien or liens that may arise or be created in consequence of or pursuant to an act of the Legislature of
the State of Washington entitled "an ACT prescribing the ways in which waterways for the uses of navigation
may be excavated by private contract, providing for liens upon lands belonging to the State, granting rights of
way across land belonging to the State", approved March 9, 1893.
14. Right of the State of Washington or any Grantee or Lessee thereof, upon paying reasonable compensation,
to acquire right-of-way for private railroads, skid roads, flumes, canals, water courses, or other easements for
transporting and moving timber, stone, minerals or other products from other lands.
15. Any question that may arise as to the location of Great Northern Railway Company Trestle No. 37 as it
existed on August 9, 1941; which trestle is referenced in the legal description of Parcel "A" herein.
16. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS,
FENCE LINE/BOUNDARY DISCREPANCIES AND ENCROACHMENTS, NOTES, PROVISIONS
AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE
FOLLOWING PLAT/SHORT PLAT/SURVEY:
Name: Survey
Recorded: September 14, 2005
Auditor's No.: 200509140115
17. Roadway disclosed by instrument recorded October 28, 2016 as Auditor's File No. 201610280004. Said
instrument does not disclose whether said roadway is thought to be a County road or a private road.

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Bridget Kaminski

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 08/19/2025

GNW 24-21671

**DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES**

Grantor: City of Seattle acting by and through Seattle City Light Department
Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE SALMON RECOVERY FUNDING BOARD and the
WASHINGTON STATE RECREATION AND CONSERVATION
OFFICE, including any successor agencies.

Abbreviated
Legal

Description: Ptn. NE, SW, SE, & Gov. Lots 2 & 3, Section 13, Township 35 North,
Range 5 East and Ptn. Gov. Lot 2, Section
18, Township 35 North, Range 6 East

in Skagit County, Washington

More particularly described in Exhibit "A" (Legal Description), and as
depicted in Exhibit "B" (Property Map).

Assessor's Property Tax Parcel Numbers: P41569, P38951, P38985, P38952, P38995,
P38998, P39012, P39021, P39022 and P39023; Skagit County

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part
from the Natural Climate Solutions Account, State Building Construction Account-



Salmon Recovery Funding Board , Puget Sound Acquisition and Restoration Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled 2022 Skagit Watershed Habitat Acquisition VI (b), Project Number 22-1595A, signed by the Grantor on the 23rd day of February, 2023 and by the Grantee on the 23rd day of February, 2023, and Skagit Watershed Habitat Acquisition 2024 SCL Project Number 24-1743A, signed by the Grantor on the 10th day of January, 2025 and by the Grantee on the 13th day of January, 2025 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties:

1. The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.
2. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law.
3. Public access may be limited as necessary for safe and effective management of the property consistent with salmon recovery purposes, but only by written approval of the RCO or funding board.
4. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
5. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.



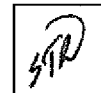
6. Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are:
- a. the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use;
 - b. the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and
 - c. the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

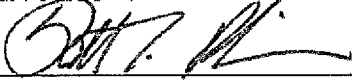
This Deed may not be removed or altered from the Real Property, or the Real Property further encumbered, or any property rights in or appurtenant to the Real Property transferred or sold, unless specific written approval has been granted by RCO and/or the Washington State Salmon Recovery Funding Board or its successors. No sale or transfer of the Real Property including less than fee conveyance of property interest, or changes to this Deed, shall be made without the written approval of the RCO. Any such sale or transfer of any property interest or rights in the Real Property, or changes to this Deed, or the recording of any encumbrance, covenant, etc. upon the Real Property shall be void when made unless approved in writing by RCO or made part of the Grant Agreement by amendment.

The Washington State Recreation and Conservation Office and the Washington State Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.



GRANTEE:

STATE OF WASHINGTON, acting by and through THE WASHINGTON
STATE SALMON RECOVERY FUNDING BOARD, administered by THE
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE

By: 

Name: Scott T. Robinson

Title: Deputy Director

Dated this 31st day of July, 2025

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Scott T. Robinson is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the Deputy Director for the Recreation and Conservation Office and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/31/25

Signed: 



Notary Public in and for the State of Washington,
residing in Thurston County
My commission expires 2/5/29

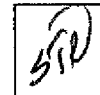


EXHIBIT A

Legal Description

The Land referred to herein below and is described as follows:

Property Address: 8362 Robinson Road, Sedro-Woolley, WA 98284

Tax Parcel Number(s): P41569, P39012, P39021, P39022, P39023, P38951, P38952, P38985, P38995 and P38998

Property Description:

Parcel A:

That portion of the South 1/2 of the Northeast 1/4 of Section 13, Township 35 North, Range 5 East, W.M., lying Southerly of the Great Northern Railway right of way and East of a line drawn due South from the Southeast corner of the Great Northern Railway Company's Trestle No. 37, as it existed on August 9, 1941. EXCEPT that portion thereof lying East of a straight line drawn South from a point on South line of the Minkler Road, as it existed on January 9, 1920, 600 feet West (as measured along said road) of its intersection with the East line of said Section 13.

Parcel B:

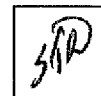
The Southeast 1/4 of the Southwest 1/4; Government Lots 2 and 3; the Northeast 1/4 of the Southeast 1/4; the Northwest 1/4 of the Southeast 1/4; and the Northeast 1/4 of the Southwest 1/4; EXCEPT the West 660 feet thereof, all in Section 13, Township 35 North, Range 5 East, W.M., EXCEPT roads, EXCEPT that portion, if any, lying within the bed of the Skagit River, AND EXCEPT the following described tract:

Beginning at the Northeast corner of the Southwest 1/4 of said Section 13; thence West 720 feet; thence South 100 feet; thence East 1320 feet; thence North 100 feet; thence West 600 feet to the point of beginning.

Parcel C:

That portion of Government Lot 2 in Section 18, Township 35 North, Range 6 East, W.M., lying South of the Great Northern Railway right of way, EXCEPT County road along the East line thereof, ALSO EXCEPT the following described tract:

Beginning at the point of intersection of the Southeast corner of said Lot 2 and the West line of the County road right-of-way; thence West along the South line of said Lot 2, 100 feet; thence North parallel with the East line of said Lot 2, 25 feet; thence East parallel



with the South line of said Lot 2, 100 feet, more or less, to the West line of the County road; thence South along said West line to the point of beginning.



SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20253768

Nov 19 2025

Amount Paid \$12143.00

Skagit County Treasurer

By Lena Thompson Deputy

When recorded return to:

City of Seattle, a municipal corporation of the State of Washington
700 5th Avenue, Ste 300 PO Box 34023 Real Estate Services Rm 3318
Seattle, WA 98109

GNW 25-24493

STATUTORY WARRANTY DEED

THE GRANTOR(S) Lynne M. Lang and Patrick J. Lang, wife and husband, 6173 South Campbell Lake Road,
Anacortes, WA 98221,

for and in consideration of ten dollars and other valuable consideration

in hand paid, conveys, and warrants to City of Seattle, a municipal corporation of the State of Washington

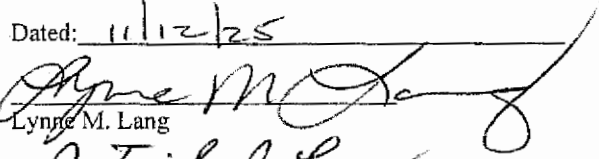
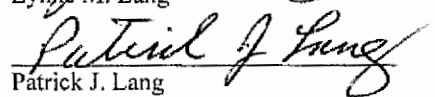
the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1:
Section 30, Township 36 North, Range 11 East - Ptn.SE (aka TR 2 Survey AF 8002190006)

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may
appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B"
attached hereto

Tax Parcel Number(s): P51905

Dated: 11/12/25

Lynne M. Lang

Patrick J. Lang

STATE OF WASHINGTON
COUNTY OF SKAGIT

This record was acknowledged before me on this 12~~th~~ day of November, 2025, by Lynne M. Lang and Patrick J. Lang.

Eleanor Romero
Signature

Notary
Title

My commission expires: 5/5/2029

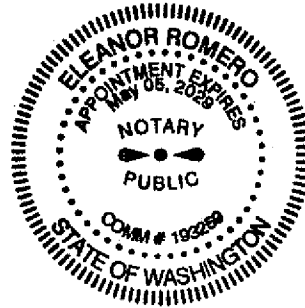


EXHIBIT A
LEGAL DESCRIPTION

Property Address: 4588 Diobsud Creek Road, Marblemount, WA 98267
Tax Parcel Number(s): P51905

Property Description:

Tract 2 of that certain survey of portions of Sections 29, 30 and 31, Township 36 North, Range 11 East of the Willamette Meridian, recorded February 19, 1980, in Volume 3 of Surveys, pages 12 and 13, under Auditor's File No. 8002190006, records of Skagit County, Washington.

Situated in Skagit County, Washington.

EXHIBIT B

25-24493-KH

9. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: The United States of America

Dated: August 1, 1945

Recorded: August 13, 1946

Auditor's No.: 390790

Purpose: To locate, construct, re-locate, maintain, patrol, and repair a roadway and telephone transmission line

Area Affected: A 66 foot wide strip through the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 31, and the Southeast $\frac{1}{4}$ of Section 30, Township 36 North, Range 11 East, W.M..

10. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Georgia-Pacific Corporation, a Georgia corporation

Dated: April 6, 1973

Recorded: October 31, 1973

Auditor's No.: 792756

Purpose: Road purposes

Area Affected: A 66 foot wide strip

11. Agreement, including the terms and conditions thereof; entered into;

By: City of Seattle

And Between: Terrace C. Hedding and Eunice Hedding, husband and wife; Kenneth C. Hunter; and David L. Gruber and Beverly A. Gruber, husband and wife

Recorded: June 5, 1979

Auditor's No.: 7906050006, records of Skagit County, Washington

Providing: Roadway and underground utilities

12. Covenants, conditions, and restrictions contained in instrument(s), but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons;

Recorded: December 12, 1979

Auditor's No(s): 7912120023

Executed By: David L. Gruber and Beverly A. Gruber, husband and wife; and Kenneth C. Hunter, a single man

As Follows: It is understood that the only access to the above property is by means of a U.S. Forest Service road and that access is subject to permission of the Forest Service. However, the Sellers herein are in the process of obtaining a legal 60 foot right-of-way to the above property and have plans to construct a gravel road upon such right-of-way, and Sellers herein agree to grant Purchasers herein the right to use said right-of-way and road, for ingress, egress and utilities.

13. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Survey for Ken Hunter recorded February 19, 1980 as Auditor's File No. 8002190006.

Statutory Warranty Deed
LPB 10-05

Order No.: 25-24493-KH

Page 4 of 5

14. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the River/Creek herein named, or its banks, or which may result from such change in the future. River/Creek: Diobsud Creek

15. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

16. Matters pertaining to an unrecorded private road as delineated on the Skagit County Assessor's Map of the subject property and other property.

17. Regulatory notice/agreement regarding Title Notification - Property Adjacent to Designated Natural Resource Lands that may include covenants, conditions and restrictions affecting the subject property, recorded on June 29, 2000 as Auditor's File No. 200006290023 .

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice. Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

18. Regulatory notice/agreement regarding Low Flow Mitigation Summary that may include covenants, conditions and restrictions affecting the subject property, recorded on July 18, 2000 as Auditor's File No. 200007180051 .

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice. Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 01/08/2026

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Bridget Kaminski

**DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES**

M10636

Lang Property

Grantor: City of Seattle acting by and through Seattle City Light Department

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE SALMON RECOVERY FUNDING BOARD and the
WASHINGTON STATE RECREATION AND CONSERVATION
OFFICE (RCO), including any successor agencies.

Abbreviated Legal Description: P51905
Section 30, Township 36 North, Range 11 East-Ptn. SE (aka Tract 2 of
Survey AF No. 8002190006)

in Skagit County, Washington

More particularly described in Exhibit "A" (Legal Description), and as
depicted in Exhibit "B" (Property Map).



Assessor's Property Tax Parcel Number: P 51905; Skagit County

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the US Department of Commerce, NOAA Pacific Coastal Salmon Recovery Fund, State Building Construction Account- Salmon Recovery Funding Board, and Puget Sound Acquisition and Restoration Account. Such grant and this Deed are made pursuant to the Grant Agreements entered into between the Grantor and the Grantee entitled Skagit Watershed Habitat Acquisition 2024 SCL Project Number 24-1743A, signed by the Grantor on the 10th day of January, 2025 and by the Grantee on the 13th day of January, 2025 and supporting materials, which are on file with the Grantor and the Grantee in connection with the Grant Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties:

1. The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Grant Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.
2. The Grantor shall allow public access to the Property as provided in the Grant Agreement. Such access shall be subject to the restrictions allowed under the Grant Agreement, by written agreement between the Grantee and Grantor, or under state law.
3. Public access may be limited as necessary for safe and effective management of the property consistent with salmon recovery purposes, but only by written approval of the RCO or funding board.
4. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Grant Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Grant Agreement, by written agreement



with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.

5. Without prior written consent by the Grantee or its successors, through an amendment to the Grant Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery grant purposes herein granted and as stated in the Grant Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery grant purposes herein granted and as stated in the Grant Agreement or otherwise approved in writing by the RCO or funding board.
6. Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are:
 - a. the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use;
 - b. the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and
 - c. the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Grant Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.



This Deed may not be removed or altered from the Real Property, or the Real Property further encumbered, or any property rights in or appurtenant to the Real Property transferred or sold, unless specific approval has been granted by RCO and/or the Washington State Salmon Recovery Funding Board or its successors. No sale or transfer of the Real Property including less than fee conveyance of property interest, or changes to this Deed, shall be made without the written approval of the RCO. Any such sale or transfer of any property interest or rights in the Real Property, or changes to this Deed, or the recording of any encumbrance, covenant, etc. upon the Real Property shall be void when made unless approved in writing by RCO or made part of the Grant Agreement by amendment.

The Washington State Recreation and Conservation Office and the Washington State Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW



EXHIBIT A

Legal Description

The Land referred to herein below and is described as follows:

Tract 2 of that certain survey of portions of Sections 29, 30 and 31, Township 36 North, Range 11 East of the Willamette Meridian, recorded February 19, 1980, in Volume 3 of Surveys, pages 12 and 13, under Auditor's File No. 8002190006, records of Skagit County, Washington.

Situate in Skagit County, Washington.



When recorded return to:

City of Seattle, a municipal corporation of the State of Was
700 5th Avenue, Ste 300 PO Box 34023 Real Estate Servic
Seattle, WA 98104

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Affidavit No. 20253947
Dec 09 2025
Amount Paid \$1045.00
Skagit County Treasurer
By Lena Thompson Deputy

GNW 25-22983

STATUTORY WARRANTY DEED

THE GRANTOR(S) Blaise D. Sims, 40322 307th Street Northeast, Arlington, WA 98223,
*as their separate estate
for and in consideration of ten dollars and other valuable consideration

in hand paid, conveys, and warrants to City of Seattle, a municipal corporation of the State of Washington
the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1:
Gov. Lot 2, Section 6, Township 33 North, Range 10 East

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may
appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B"
attached hereto

Tax Parcel Number(s): P18637

Dated: Dec 08, 2025
[Signature]
Blaise D. Sims

STATE OF WASHINGTON
COUNTY OF SKAGIT

This record was acknowledged before me on this 8th day of December, 2025, by Blaise D. Sims.

[Signature]
Signature
Notary
Title

My commission expires: 5/5/2029



EXHIBIT A
LEGAL DESCRIPTION

Property Address: NHN Concrete Sauk Valley Road, Concrete, WA 98241
Tax Parcel Number(s): P18637

Property Description:

Government Lot 2 in Section 6, Township 33 North, Range 10 East, W.M.,

EXCEPT that portion conveyed to the City of Seattle, Department of Lighting by Deed recorded under Auditor's File No. 363009, records of Skagit County, Washington.

Situated in Skagit County, Washington.

EXHIBIT B

25-22983-KH

9. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the Skagit River, or its banks, or which may result from such change in the future.
10. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line ordinary high water of Skagit River.
11. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)
12. There is no recorded means of ingress or egress to a public road from said property. It is assumed that there exists a valid and subsisting easement for that purpose over adjoining properties, but the Company does not insure against any rights based on a contrary state of facts.

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
City Light	Andrew Strong	Christie Parker

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE relating to the City Light Department; accepting Statutory Warranty Deeds to the Meyer Family Trust property in King County, and the Brown, Crawford for Lewis Estate, Crozier and McGown, Fulwiler, Hershaw, Ruble, Whitmore Properties, LLC, Lang and Sims properties, a Bargain and Sale Deed to the Kalkoske property, and a Quit Claim Deed to the Loney property in Skagit County, Washington, all for salmonid habitat protection purposes; ratifying acceptance of the Salmon Recovery Funding Board grants and funding for property acquisitions; declaring certain real property rights surplus and no longer required for providing public utility service or other municipal purposes; ratifying the City’s grants of Deeds of Right to the State of Washington for the Brown, Crawford for Lewis Estate, Crozier and McGown, Fulwiler, Hershaw, Kalkoske, Loney, Whitmore Properties LLC, and Lang properties for salmon recovery and conservation purposes; placing said lands conveyed to the City under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation:

This legislation authorizes the General Manager and Chief Executive Officer to ratify acceptance of the Washington State Salmon Recovery Funding Board (“SRFB”) grants and funding for property acquisitions, accept Statutory Warranty Deeds, a Bargain and Sale Deed, and a Quit Claim Deed for certain properties in King and Skagit Counties and ratifies the grants of Deeds of Right for nine of those properties to the SRFB for habitat protection purposes. All the properties were purchased as part of City Light’s Endangered Species Act (“ESA”) Early Action Program under the authority of Ordinance 121114. Both the Program and Ordinance stated criteria by which the City committed to assist in threatened species recovery and these properties meet the criteria by protecting salmonid habitat. Funding for the property acquisitions included \$860,000 in City Light funds and \$5,070,000 from SRFB. This legislation places the acquired properties under the jurisdiction of the City Light Department. The funding for these acquisitions was already budgeted and does not require new appropriations.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? Yes No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City?

Yes No

3.d. Other Impacts

Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.

City Light currently contracts for quarterly stewardship site visits to the properties, conducted by local salmon recovery groups. These site visits incur ongoing costs related to weed treatment, trash removal, and native plantings, all of which are currently paid for through City Light's Endangered Species Act (ESA) Lands Program budget.

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.

Please see description above. These costs are to improve and/or maintain the salmon habitat benefits for which the property was purchased. These costs are within the existing program budget and are not deprioritizing other work.

Please describe any financial costs or other impacts of *not* implementing the legislation.

City Light would be out of compliance with the terms of the signed grants with the SRFB. This may ultimately result in a loss of the award for the properties and subject City Light to funding the purchase of the properties with other resources, including but not limited to ratepayer funds.

Please describe how this legislation may affect any City departments other than the originating department.

This legislation is not expected to affect any other City departments.

4. OTHER IMPLICATIONS

a. Is a public hearing required for this legislation?

Yes.

b. Is publication of notice with The Daily Journal of Commerce and/or The Seattle Times required for this legislation? No.

c. Does this legislation affect a piece of property? Yes, this legislation affects parcels outside of Seattle in King and Skagit County. Maps are provided as Attachments 1 and 2.

d. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.

- i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**

Most of the properties are vacant lands. Those that have structures are usually located within the floodplain and were built before current permitting which would have prevented their construction. In two instances, renters were present on the property, and we followed federal and state relocation requirements to relocate the individuals, all to equal or better housing situations, as required by law.

City government will not be impacted. The broader community is not impacted as we work with willing individual private sellers.

- ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**

The acquisitions are with willing sellers, so a Racial Equity Toolkit or other racial equity analysis was not developed. Additionally, the two purchases that impacted renters were or are being made whole by the relocation process.

- iii. What is the Language Access Plan for any communications to the public?**

Not applicable to this ordinance.

e. Climate Change Implications

- i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**

This legislation will likely have a neutral impact on emissions, with an overall slight decrease over time. Trees will be planted on the properties, capturing carbon, but to make a measurable difference, the trees would have to be fully mature. Trees planted on the properties in the next few years will not fully mature for upwards of 60-80 years.

- ii. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

These property transfers will neither increase nor decrease Seattle's resiliency as the properties are located outside of Seattle's city limits.

- f. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program’s desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

The legislation does not include a new initiative or a major programmatic expansion.

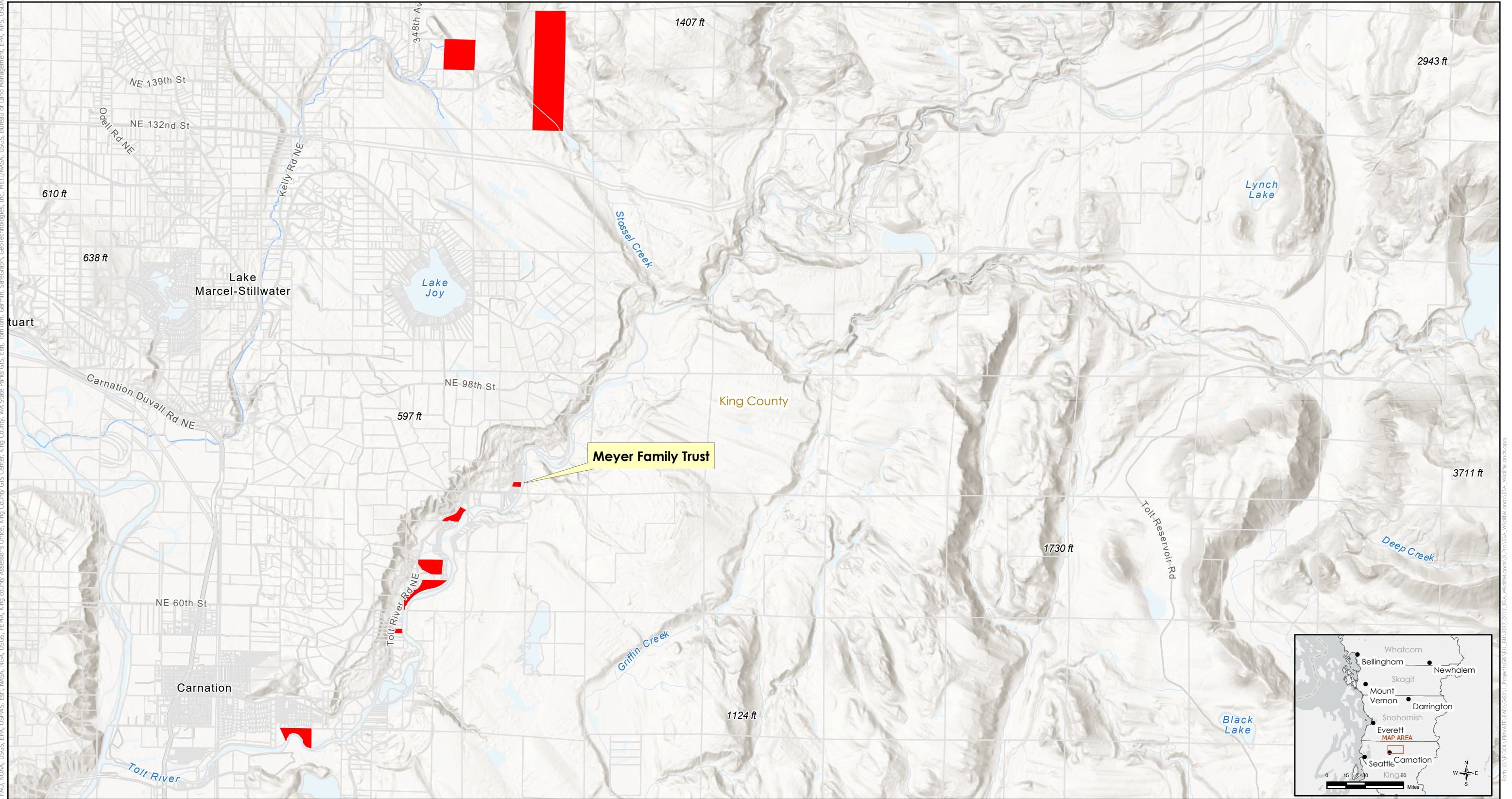
- g. Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization? No.**

5. ATTACHMENTS

Summary Attachments:

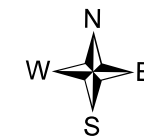
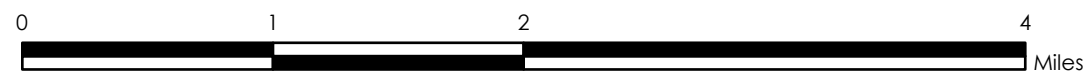
Summary Attachment 1 – SCL ESA Lands Map King County

Summary Attachment 2 – SCL ESA Lands Map Skagit/Snohomish Counties



Created 11/5/2025, by Seattle City Light,
Environment, Land and Licensing Division.
SCL provides no warranty, expressed or implied, as to the
accuracy, reliability or completeness of this data.

Endangered Species Act Properties



Legend

Land Program

■ Endangered Species Act Lands (SCL)

Endangered Species Act Lands Deed Acceptance ORD

Parks and City Light Committee

May 20, 2026

© Keith Lazelle Photography

City Light's Endangered Species Act (ESA) Land Program

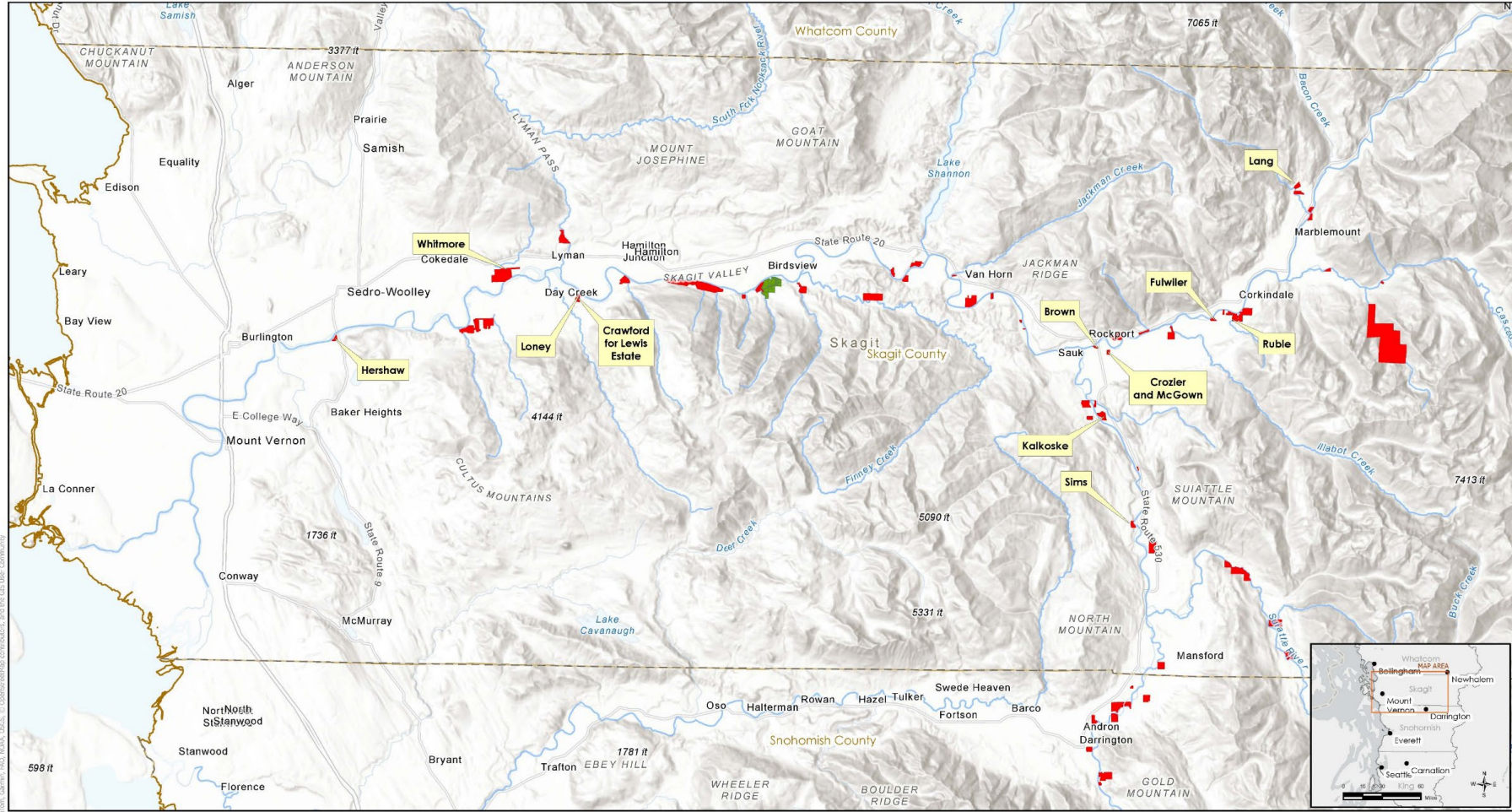
- *Voluntary program* began in 2000 with the federal ESA listing of Chinook salmon and bull trout to protect their critical habitat.
- 3,900 acres of fish habitat in the Skagit and Tolt watersheds purchased to date.
- Purchases are consistent with *regional salmon recovery plans*.
- Since the program's beginning, funded by \$6.9 million SCL and \$10.6 million grant dollars (multiple funding sources).



City Light's Endangered Species Properties

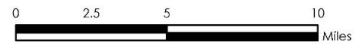
Summary Att 2 – Map of Properties
V1

This map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.



Created 2/10/2026, by Seattle City Light,
Environment, Land and Licensing Division.
SCL provides no warranty, expressed or implied, as to the
accuracy, reliability or completeness of this data.

Endangered Species Act Properties

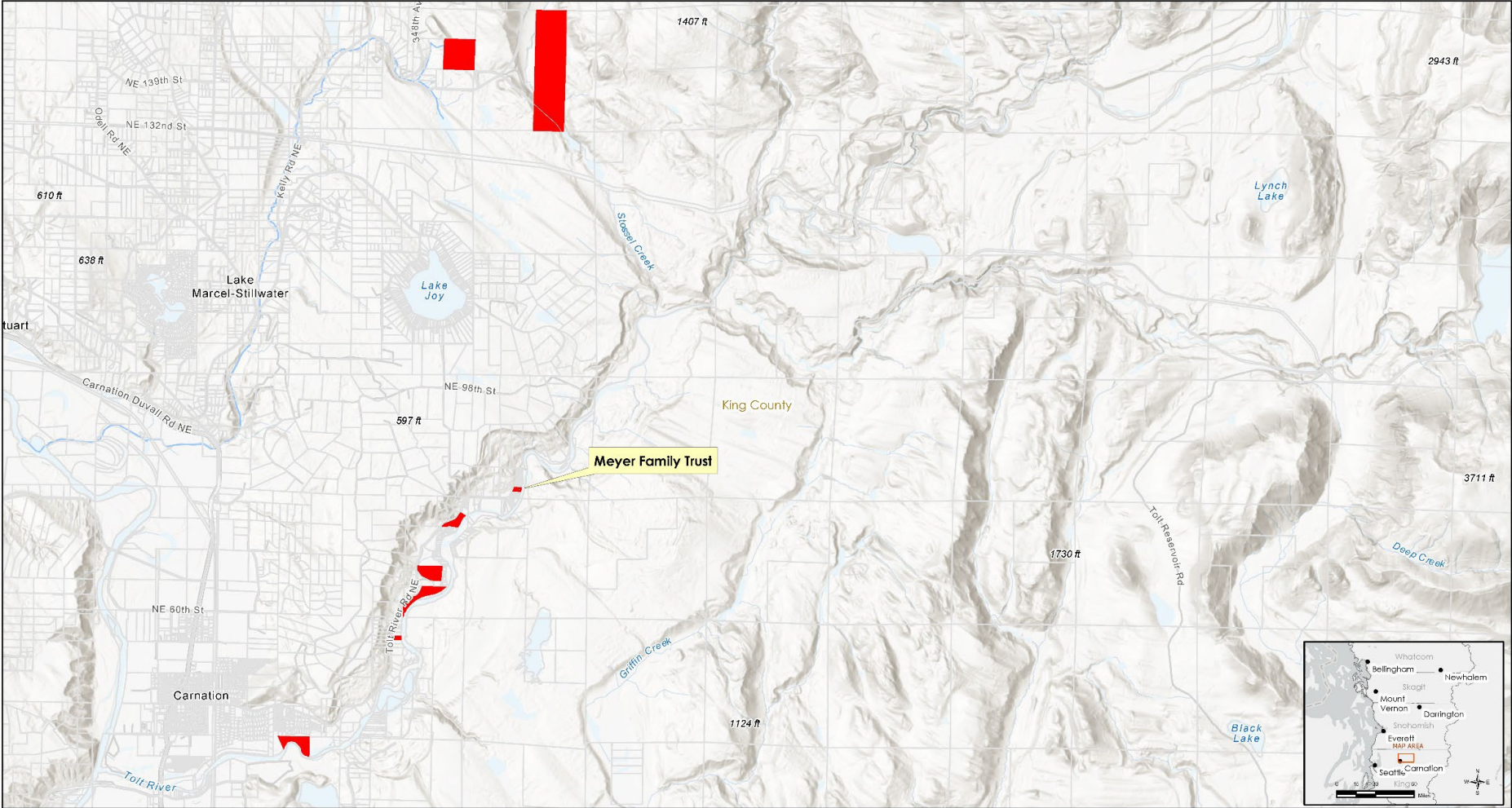



- Legend
- Land Program
 - Endangered Species Act Lands (SCL)
 - Combined Program ESA-Wildlife-Fish

Endangered Species Act Properties

Summary Att 1 – Map of Properties (King Co)
V1

This map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.



 **Seattle City Light**

Created 11/5/2025, by Seattle City Light,
Environment, Land and Licensing Division.
SCL provides no warranty, expressed or implied, as to the
accuracy, reliability or completeness of this data.

Endangered Species Act Properties

0 1 2 4 Miles



Legend

Land Program

 Endangered Species Act Lands (SCL)

Summary of ESA Deed Acceptance Ordinance

- 10 properties totaling 366 acres in the Skagit watershed and one property of .9 acres in the Tolt watershed.
- Accepts the Deeds of Right required by the grant funding to 8 properties.
- Ratifies acceptance of WA Salmon Recovery Board grants.
- Funded by \$860,000 SCL and \$5 million Salmon Recovery Funding Board (WA) grant dollars.



A scenic view of a river with rapids, framed by mossy tree trunks. The water is a vibrant blue-green color, and the surrounding forest is lush with green moss and trees. The word "Questions?" is overlaid in white text in the center of the image.

Questions?

THANK YOU



Seattle City Light



Legislation Text

File #: CB 121204, **Version:** 1

Screen Reader Users: Make sure settings include reading strikethrough and underline font attributes.

The City of Seattle

Ordinance

Council Bill

An ordinance relating to the City Light Department; authorizing the General Manager and Chief

Executive Officer to grant an easement over a portion of fee owned property to Puget Sound Energy; and accepting payment of the fair market value for the easement.

Recitals:

WHEREAS, the City Light Department (City Light) operates a public power system for The City of Seattle and surrounding communities, including fee owned transmission corridor through the City of Bellevue.

WHEREAS, City Light owns property abutting 3105 125th Ave SE Bellevue, WA 98005, identified as King County Parcel Number 092405-9143, which is used as part of the electric transmission corridor through a portion of the City of Bellevue, as legally described in Attachment 1 to this ordinance.

WHEREAS, City Light acquired the property from King County, Washington on February 7, 1950.

WHEREAS, City Light and T-Mobile are party to a Wireless Communications Site Agreement (identified as 240509-2-602), which provided for the construction and operation of an unmanned telecommunications facility on City Light fee owned property, originally executed August 9, 2002, and last extended for a five-year period on October 30, 2022.

WHEREAS, T-Mobile wishes to upgrade its facilities, including the addition of a gas-powered generator, and Puget Sound Energy and T-Mobile agree that Puget Sound Energy shall improve the easement area of 900 square feet as described in Attachment 2, Exhibit A to provide an underground gas line to serve the T-Mobile telecommunications facility.

WHEREAS, Puget Sound Energy wishes to purchase the necessary easement rights from City Light and City Light wishes to sell the necessary rights and grant an easement to Puget Sound Energy for the sum of \$6,800, which represents fair market value of the easement rights.

Therefore,

Be it ordained by The City of Seattle as follows:

Section 1. Certain property rights associated with City Light property are no longer needed for City Light's utility purposes and are approved for sale at fair market value.

Section 2. The General Manager and Chief Executive Officer of the City Light Department or designee is authorized to enter into the necessary agreements with Puget Sound Energy for the sale and grant of an easement in substantially the form presented as Attachment 1 to this ordinance, and to record the document with the King County Recorder.

Section 3. The General Manager and Chief Executive Officer of the City Light Department or designee is authorized to make minor modifications to the easement as necessary to carry out the purposes of this ordinance, subject to approval by the City Attorney as to form.

Section 4. The General Manager and Chief Executive Officer of the City Light Department or designee is authorized to accept payment of \$6,800 for the sale of the easement and deposit the payment into the Light Fund.

Attachments:

Attachment 1 - Legal Description of Seattle City Light Property Parcel 0924059143

Attachment 2 - Puget Sound Energy Easement with Exhibits

This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council and signed in open session in authentication of its passage on .

President of the City Council
on .

Katie B. Wilson, Mayor

Attested on .

Scheereen Dedman, City Clerk

Seal

EXHIBIT A

LEGAL DESCRIPTION OF FEE OWNED PROPERTY

That portion of Section 9, Township 24 North, Range 5 East, W.M., described as follows: Beginning at the center of Section 9, Township 24 North, Range 5 East. W.M.: thence North 89°03' West along the East and West center line of said Section, 127.52 feet; thence North 5°09'57" West 238.73 feet; thence North 0°16'18" East 415.8 feet to the North line of SE ¼ of SE ¼ of NW ¼ of said Section; thence South 89°11' East along the North line of SE ¼ of SE ¼ of NW ¼ of said Section; 150 feet to the Northeast Corner of SE ¼ of SE ¼ of NW ¼ of said section; thence South 0°16'18" West along the North and South center line of said Section 653.52 feet to the true point of beginning, except portion in State Highway.

When recorded, return to:

SEATTLE CITY LIGHT
Real Estate Services
700 Fifth Avenue SMT 3319
P.O. Box 34023
Seattle, WA 98124-4023

EASEMENT- (Underground Gas Facilities)

Reference #:

Grantor: The City of Seattle

Grantee: Puget Sound Energy, Inc.

Short Legal: PTN NW-NE –SEC-9, T-24N, R-5E

Tax Parcel #: 092405-9143

THIS NON-EXCLUSIVE EASEMENT AGREEMENT is made this _____ day of _____, 2026, between the CITY OF SEATTLE, a Washington municipal corporation, acting by and through its CITY LIGHT DEPARTMENT, hereinafter called the Grantor and PUGET SOUND ENERGY, INC. (PSE); hereafter referred to as the Grantee; AS FOLLOWS:

That the Grantor, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to the Grantee, its successors and assigns, the perpetual right, privilege and authority (an “Easement”) to install, construct, replace, improve, inspect, upgrade, remove, erect, alter, repair, pressurize, operate, maintain and extend natural gas transmission and distribution facilities which may consist of: Pipes, pipelines, mains, laterals, conduits, regulators, gauges, meters and rectifiers for gas, natural gas generator, concrete pad, and wooden fence upon; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing (the “Improvements”) over, along, in, upon, under, across and through, and the non-exclusive right of ingress to and egress from the following described lands and premises (the “Property”) situated in the County of King, State of Washington:

**That portion of Section 9, Township 24 North, Range 5 East, W.M., described as follows:
Beginning at the center of Section 9, Township 24 North, Range 5 East. W.M.: thence North 89°03’ West along the East and West center line of said Section, 127.52 feet; thence North 5°09’57” West 238.73 feet; thence North 0°16’18” East 415.8 feet to the North line of SE ¼ of SE ¼ of NW ¼ of said Section; thence South 89°11’ East along the North line of SE ¼ of SE ¼ of NW ¼ of said Section; 150 feet to the Northeast Corner of SE ¼ of SE ¼ of NW ¼ of said section; thence South 0°16’18” West along the North and South center line of said Section 653.52 feet to the true point of beginning, except portion in State Highway.**

Except as otherwise set forth herein, Grantee's rights shall be exercised upon those portions of the Property visually depicted on Exhibit A and described on Exhibit B attached hereto and incorporated herein ("Easement Areas")

1. The Grantee shall construct and maintain the Improvements at its sole cost and expense.
2. The Grantee shall not at any time interfere with Grantor's access to and over the Easement Areas.
3. Grantee's use of the Easement Areas shall not interfere with the Grantor's use of the transmission right-of-way.
4. No buildings or structures other than the Improvements shall be allowed on the Property.
5. Should any of the Grantor's facilities be damaged or disturbed by reason of construction, maintenance, operation or use of the Easement Areas by the Grantee, the Grantor may repair or restore such facilities, and the Grantee shall pay the actual and reasonable cost to repair or restore Grantor's facilities to the condition existing immediately prior to such damage or disturbance.
6. The Grantee agrees that the Grantor shall not be responsible for any loss or damage done to Grantee's Improvements by reason of any construction, maintenance, alteration or improvements performed on Property by the Grantor, its agents or representatives, provided Grantor adheres to all laws and regulations in carrying out such construction, maintenance, alteration or improvement and reasonably attempts to mitigate such loss or damage.
7. The Grantee agrees to indemnify and save harmless the Grantor from any and all claims, actions, or damages of any kind or description which may accrue to or be suffered by any person or persons or property by reason of construction, maintenance, operation or use of the Easement Areas by the Grantee, its successors or assigns. In the case of any suit or action brought against the Grantor by reason thereof, the Grantee, its successors or assigns, will, upon notice to Grantor of the commencement thereof, defend such suit or action at its sole cost and expense and will fully satisfy the final judgement rendered in any such action, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such claims, actions, damages, or judgments attributable to the negligence of Grantor.
8. This Easement Agreement is subject to existing easements of record.
9. In the event Grantee, its successors or assigns, ceases use or occupancy of the Easement Areas for a consecutive period of five years, this Easement Agreement shall terminate and revert to the Grantor, its successor or assign.

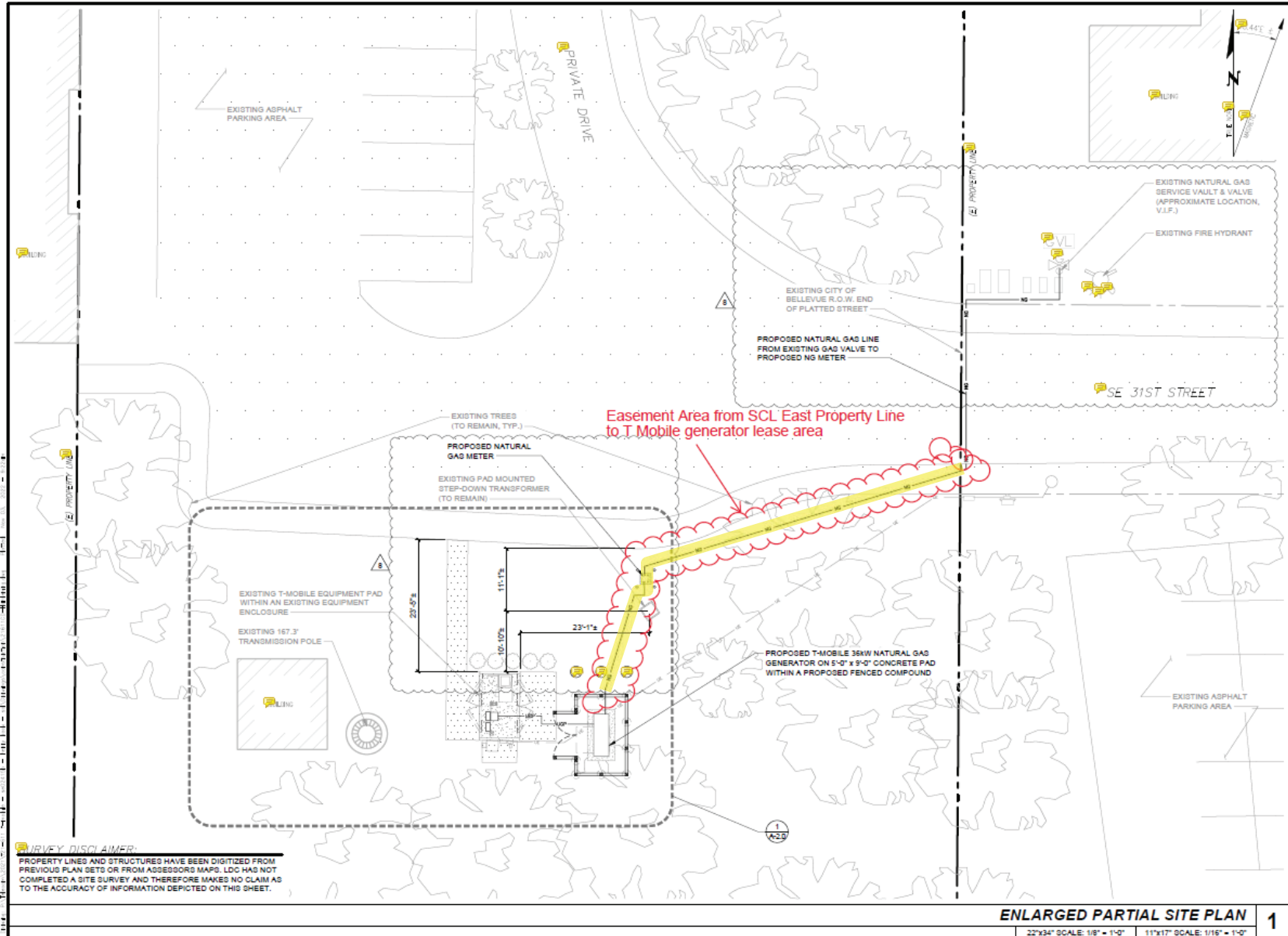
10. Grantee shall have the right to cut, trim, remove, and dispose of any and all brush, trees, or other vegetation located in the Easement Areas necessary to exercise the rights granted by this Easement Agreement. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of such brush, trees, or other vegetation in the Easement Areas. Grantee shall comply with all applicable laws. Grantee will, at its own cost and expense, obtain all necessary permits and authorizations for all easement clearing and maintenance performed by Grantee or its contractor within the Easement Areas.

11. Grantee shall at its own cost and expense restore landscaping and surfaces and portions of the Property affected by Grantee's work in the Easement Areas to the condition existing immediately prior to such work. Grantee shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of Grantee's work.

[SIGNATURES ON FOLLOWING PAGE]



Exhibit A



Proposed Easement Area

Exhibit B

Legal Description of the Easement Area

A TRACT OF LAND IN THAT PORTION OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

SAID TRACT BEING A 10 FOOT WIDE STRIP OF LAND LYING 5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE ALONG THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 9, SOUTH $01^{\circ}15'28''$ WEST, 208.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $78^{\circ}49'34''$ WEST, 64.89 FEET; THENCE SOUTH $19^{\circ}11'43''$ WEST, 21.17 FEET TO THE FENCE AROUND A GENERATOR AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION;

SIDELINES TO BE LENGTHENED OR SHORTENED TO CONNECT WITH EACH OTHER AND TO TERMINATE AT THE FENCE FOR THE GENERATOR AND THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 9.

Summary and Fiscal Note

1. Legislation Summary

Department: Seattle City Light

Title: AN ORDINANCE relating to the City Light Department; authorizing the General Manager and Chief Executive Officer to grant an easement over a portion of fee owned property to Puget Sound Energy; and accepting payment of the fair market value for the easement.

Background: Seattle City Light owns property abutting 3105 125th Avenue SE in Bellevue, Washington. This land is used for an electric transmission corridor through a portion of the City of Bellevue. T-Mobile currently has a Wireless Communications Site Agreement with Seattle City Light to affix and operate telecommunication facilities to Seattle City Light's transmission tower. T-Mobile is requesting that Puget Sound Energy provide an underground gas line to power a generator for the telecommunications facility, a use which requires use of 900 square feet of Seattle City Light property. T-Mobile has offered to pay a one-time fee of \$6,800, which represents fair market value for the rights and property associated with an easement area of 900 square feet. Rights will be assigned to Puget Sound Energy as the provider of the underground gas line.

Summary Attachments: Summary Attachment 1 – Map of SCL Parcel 0924059143

2. Capital Improvement Program (CIP)

Does this legislation create, fund, or amend a CIP Project?

- Yes
- No

3. Summary of Financial Implications

Does this legislation have financial impacts to the City?

- Yes
- No

a. Expenditure Change to General Fund

2026	2027 est.	2028 est.	2029 est.	2030 est.

b. Expenditure Change to Other Funds

2026	2027 est.	2028 est.	2029 est.	2030 est.

c. Revenue Change to General Fund

2026	2027 est.	2028 est.	2029 est.	2030 est.
\$6800.00				

d. Revenue Change to Other Funds

2026	2027 est.	2028 est.	2029 est.	2030 est.

e. Number of Positions

2026	2027 est.	2028 est.	2029 est.	2030 est.

f. Total Full-Time Employee (FTE) Change

2026	2027 est.	2028 est.	2029 est.	2030 est.

3a. Appropriations

This legislation adds, changes, or deletes appropriations.

Fund Name and Number	Dept.	Budget Control Level (BCL) Name/Number	2026 Appropriation Change	2027 Estimated Appropriation Change

TOTAL 2026 Appropriation Changes	TOTAL 2027 Estimated Appropriation Changes

3b. Revenues/Reimbursements

This legislation adds, changes, or deletes revenues or reimbursements.

Anticipated Revenue/Reimbursement Resulting from This Legislation:

Fund Name and Number	Dept.	Revenue Source	2026 Revenue	2027 Estimated Revenue
Light Fund (41000)	SCL	Sale of Land and Buildings	\$6800.00	

TOTAL 2026 Revenue	TOTAL 2027 Estimated Revenue
\$6800.00	

Revenue/Reimbursement Notes:

Appraised fair market value of the easement property rights for the 900 square feet is \$6,800, to be paid into the Light Fund (41000).

3c. Positions

This legislation adds, changes, or deletes positions.

Total Regular Positions Created, Modified, or Abrogated through This Legislation, Including FTE Impact:

Position Number for Existing Positions	Individual Position Title & Department	Fund Name & Number	Program & BCL	Part-Time (PT) or Full-Time (FT)	2026 Positions	2026 FTE	Does it sunset?

TOTAL Part-Time (PT) or Full-Time (FT)	TOTAL 2026 Positions	TOTAL 2026 FTE	TOTAL Sunset Positions

If there is one or more sunseting position or other notes, please explain:

3d. Other Financial Impacts

a. Does this legislation create any other financial impacts for The City of Seattle, such as direct or indirect costs, one-time or ongoing, that aren't mentioned above? If yes, please explain these impacts. None.

b. If the legislation has costs that can be covered within the current budget, explain how. Does the department have extra resources in its budget to handle these costs? Or does the department need to shift resources away from other work to handle these costs? N/A.

c. What financial costs or other impacts might happen if this legislation is not implemented?

Not implementing the legislation would delay T-Mobile's ability to upgrade power to their equipment located on City Light property under a Wireless Communications Site Agreement and delay City Light's just compensation.

d. How might this legislation affect other City departments besides the one that proposed it? N/A.

4. Other Impacts

a. Does this legislation require a public hearing?

Yes

No

b. Does this legislation require a notice to be published in The Daily Journal of Commerce and/or The Seattle Times?

Yes

No

c. Does this legislation affect a piece of property? Yes. See Summary Attachment 1 for a map of the property.

d. Race and Social Justice Initiative impacts:

1. How does this legislation affect vulnerable or historically disadvantaged communities? How did you come to this conclusion? Please consider both impacts within City government (like employees and internal programs) and in the broader community. No impact.

2. Please attach any Racial Equity Toolkits or other racial equity analyses used to develop or assess this legislation. N/A.

3. What is the Language Access Plan for communicating with the public about this legislation? N/A.

e. Climate change impacts:

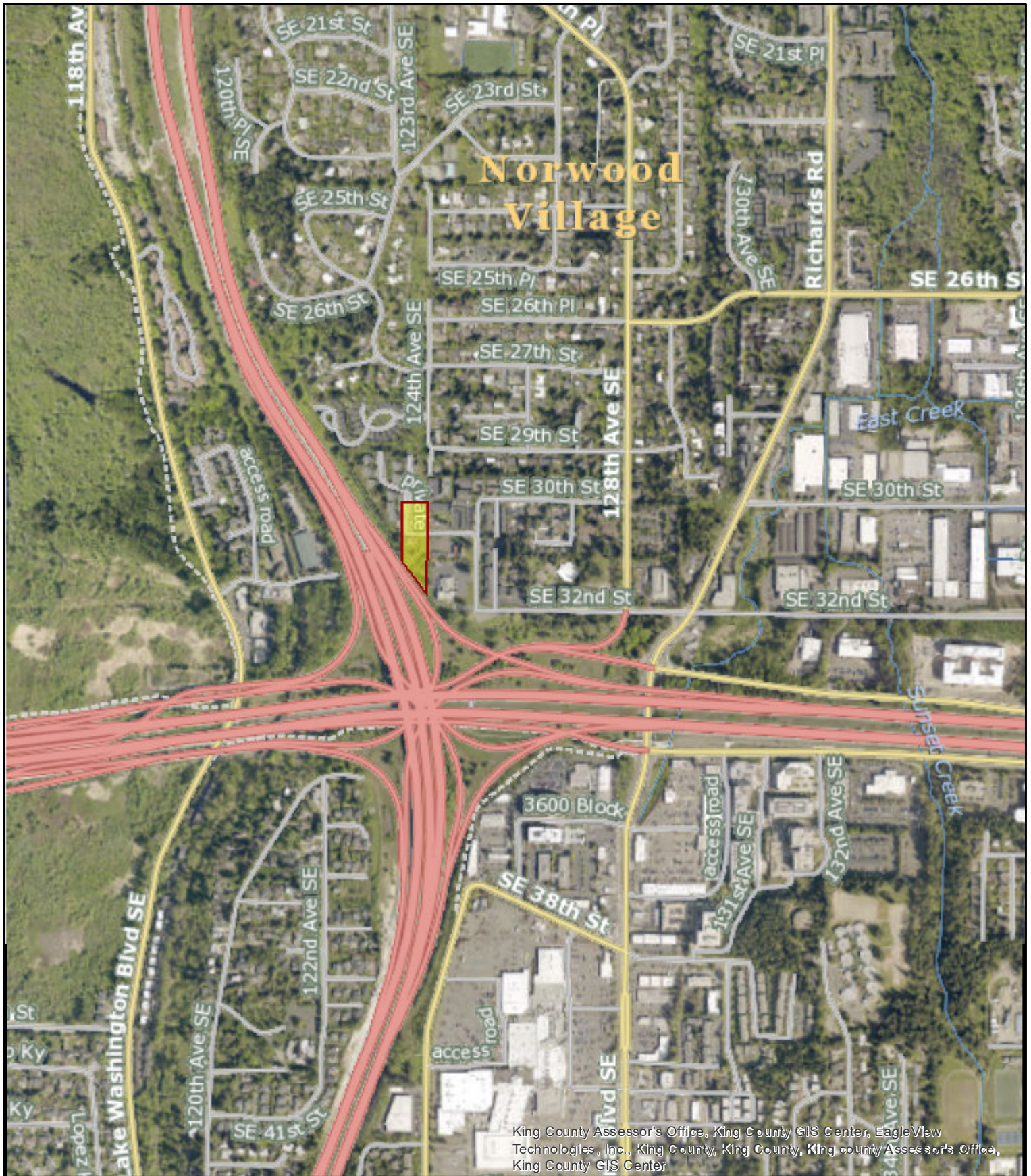
1. Emissions: Will this legislation significantly increase or decrease carbon emissions? Attach any studies or materials that inform your answer. Minimal impact expected.

2. Resiliency: Will this legislation make Seattle more or less able to adapt to climate change? If it reduces resiliency, explain what can be done to lessen the impact. No impact.

f. If this legislation creates a new program or expands an existing one, what are the long-term, measurable goals? How will this legislation help achieve those goals? What methods will be used to track progress? N/A

g. Does this legislation create a non-utility CIP that involves shared funding with a non-City partner or organization? No.

City Light Parcel 0924059143, King County, Bellevue, WA



The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 3/8/2026



King County

SCL Easement Conveyances to King County and Puget Sound Energy ORDs

Parks and City Light Committee Meeting

May 20, 2026



SCL Easement Conveyances

- Seattle City Charter grants City Council powers by ordinance for acquisition or disposition of real property on behalf of the City government ([City Charter Article IV, Section 14](#), Subsection 4).
- Authorizes SCL GM/CEO to execute easements with King County and Puget Sound Energy.
- Enables partner projects to move forward with no impact to SCL operations.

Easement Conveyance to King County

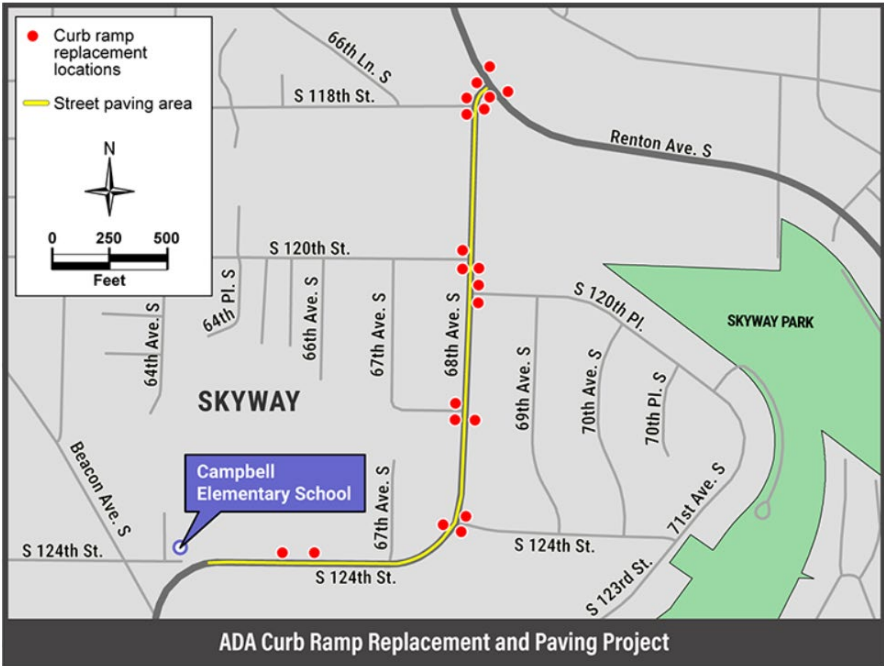
- SCL-owned parcel in Unincorporated King County (Skyway)
- Part of transmission corridor.



Easement Conveyance to King County Project



Project location map



- King County project to improve sidewalk safety and accessibility at seven intersections along 68th Ave S/S 124th St

Easement Conveyance to King County

- Project requires easement on 65 SF of SCL property for one of the ramps.
- Rounded fair market value is \$500 to compensate SCL.
- No impact to SCL operations.



Approximate location of easement area (shown in blue)

Easement Conveyance to Puget Sound Energy

- SCL parcel in Bellevue near I-90 & I-405 interchange.
- Existing T-Mobile equipment on SCL transmission pole.
- Upgrades require generator power from nearby Puget Sound Energy gas line.

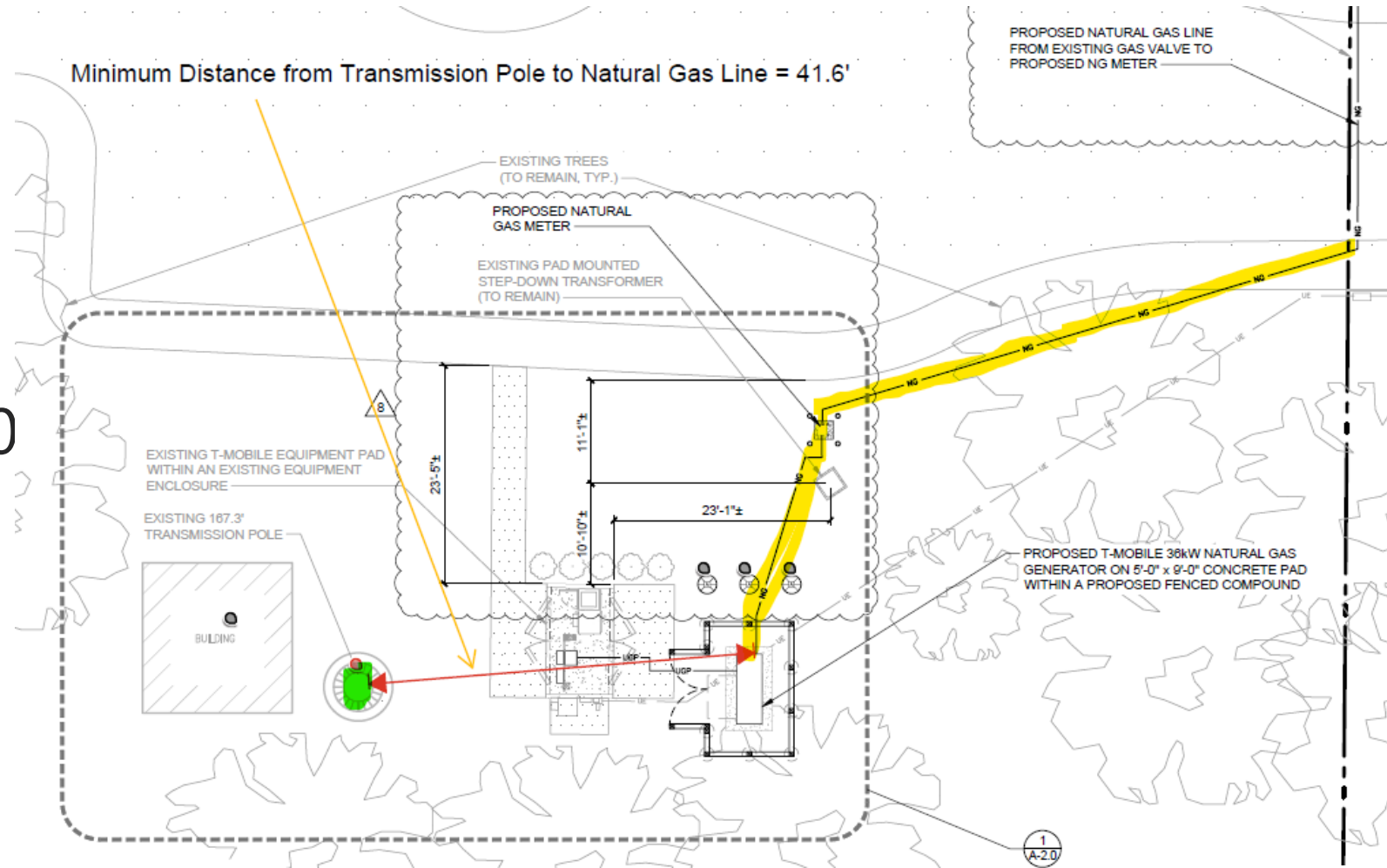


Google street view



Easement Conveyance to Puget Sound Energy

- Easement enables PSE gas line to support T-Mobile equipment
- 10' x 90' easement area (900 SF)
- Fair market value: \$6,800
- No impact to SCL operations



THANK YOU



Seattle City Light



seattle.gov/city-light    

Mission, Vision & Values

Mission

Seattle City Light provides our customers with affordable, reliable and environmentally responsible energy services.

Vision

Create a shared energy future by partnering with our customers to meet their energy needs in whatever way they choose.

Values



Customers First



Environmental Stewardship



Equitable Community Connections



Operational and Financial Excellence



Safe and Engaged Employees



Seattle City Light

WE POWER SEATTLE



Legislation Text

File #: CB 121205, **Version:** 1

Screen Reader Users: Make sure settings include reading strikethrough and underline font attributes.

The City of Seattle

Ordinance

Council Bill

An ordinance relating to the City Light Department; authorizing the General Manager and Chief

Executive Officer or designee to grant an easement over a portion of fee owned property to King County; and accepting payment of the fair market value for the easement.

Recitals:

WHEREAS, the City Light Department (City Light) operates a public power system for The City of Seattle and surrounding communities, including fee-owned transmission corridor through Skyway, a part of unincorporated King County.

WHEREAS, City Light owns property abutting 68th Ave S, identified as King County Parcel Number 112304-9040, used for an electric transmission corridor through a portion of Skyway, as legally described in Attachment 1 to this ordinance in Exhibit A, which is a portion of City Light's larger electric transmission and distribution corridors.

WHEREAS, City Light acquired the property from Vesta & Lynn Morrell on November 2, 1973.

WHEREAS, King County plans to improve an easement area of 65 square feet as legally described in Attachment 1 to this ordinance in Exhibit B, at 68th Ave South/South 124th St, to install and maintain ADA curb ramps and sidewalk improvements on City Light fee-owned property.

WHEREAS, King County wishes to purchase the necessary rights from City Light and City Light

wishes to sell the necessary rights to King County for the sum of \$500, which represents fair market value of the easement rights.

WHEREAS, the sale or disposition of real property rights by City Light and other City Departments requires an ordinance, pursuant to City Charter Article IV. Therefore,

Be it ordained by The City of Seattle as follows:

Section 1. Certain property rights associated with City Light Department (City Light) property are no longer needed for City Light's utility purposes and are approved for sale at fair market value.

Section 2. The General Manager and Chief Executive Officer of the City Light Department or designee is authorized to enter into the necessary agreements with King County for the sale and grant of easement substantially in the form presented as Attachment 1 to this ordinance, conveying easement rights to a portion of City Light property to King County and preserving the overhead rights for City Light's electric transmission and distribution lines, and to record the easement document with the King County Recorder.

Section 3. The General Manager and Chief Executive Officer of the City Light Department or designee is authorized to accept payment of \$500 for the sale of the easement and deposit the payment into the Light Fund.

Attachments: Attachment 1 - King County Sidewalk Easement

This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council and signed in open session in authentication of its passage on .

President of the City Council
on .

Katie B. Wilson, Mayor

Attested on .

Scheereen Dedman, City Clerk

Seal

When recorded, return to:

SEATTLE CITY LIGHT
Real Estate Services
700 Fifth Avenue SMT 3319
P.O. Box 34023
Seattle, WA 98124-4023

EASEMENT- (Sidewalk and Curb Installation)

Reference #: 230411-1-021

Grantor: The City of Seattle

Grantee: King County

Short Legal: King County – QTR-NE –SEC-11, T-23N, R-4E

Tax Parcel #: 112304-9040

THIS NON-EXCLUSIVE EASEMENT is made this _____ day of _____, 2026, between the CITY OF SEATTLE, a Washington municipal corporation, acting by and through its CITY LIGHT DEPARTMENT, hereinafter called the Grantor, and King County a home rule charter county and political subdivision of the State of Washington, hereafter referred to as the Grantee; AS FOLLOWS:

That the Grantor, for and in consideration of the sum of Five Hundred Dollars (\$500.00), and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to the Grantee, its successors and assigns, the right, privilege and authority (an “Easement”) to install, maintain and use ADA curb ramps and sidewalk improvements upon, under, across and through the following described lands and premises (“Property”) situated in the County of King, State of Washington:

Legal description on Exhibit A attached hereto and incorporated herein.

Except as otherwise set forth herein, Grantee’s rights shall be exercised upon those portions of the Property described on Exhibit B (Permanent Easement) attached hereto and incorporated herein (“Easement Area”).

1. The Grantee shall construct and maintain all improvements within the Easement Area at its sole cost and expense.
2. The Grantee shall not at any time interfere with Grantor's access to and over the Easement Area.
3. Any improvements within the Easement Area shall not interfere with the Grantor's use of the transmission right-of-way.
4. No buildings or structures other than the approved improvements shall be allowed within the Easement Area.
5. Should any of the Grantor's facilities be damaged or disturbed by reason of construction, maintenance, operation or use of the improvements within the Easement Area, the Grantor may repair such facilities, and the Grantee shall pay the cost of such repair.
6. The Grantee agrees that the Grantor shall not be responsible for any loss or damage done to the improvements within the Easement Area by reason of any construction, maintenance, alteration or improvements performed on the Property by the Grantor, its agents or representatives.
7. The Grantee agrees to indemnify and save harmless the Grantor from any and all claims, actions, or damages of any kind or description which may accrue to or be suffered by any person or persons or property by reason of construction, maintenance, operation or use of the improvements within the Easement Area, or the use of occupancy of the Property by the Grantee, its successor or assign. In the case of any suit or action brought against the Grantor by reason thereof, the Grantee, its successor or assign, will, upon notice to them of the commencement thereof, defend such suit or action at its sole cost and expense and will fully satisfy the final judgement rendered in any such action.
8. In the event Grantee no longer requires the use of the Easement Area, the easement may be relinquished and documented through a recorded release of easement, and revert to the Grantor, its successor or assign.

GRANTEE: King County

BY: _____

PRINT NAME Tricia Davis

ITS: Director Road Services Division (TITLE)

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2026, before me personally appeared Tricia Davisto me known to be the Director Road Services Division of King County a home rule charter county and political subdivision of the State of Washington that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of King County a home rule charter county and political subdivision of the State of Washington a Washington corporation for the uses and purposes therein mentioned, and on oath stated that

Tricia Davis was authorized to execute said instrument on behalf of King County a home rule charter county and political subdivision of the State of Washington a Washington corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(notary seal)

Signature: _____

Print name: _____

Notary Public in and for the State of Washington

Residing at: _____

My commission expires: _____

EXHIBIT A

PARCEL DESCRIPTION

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

PARCEL I:

A tract of land in the Northeast quarter of Section 11, Township 23 North, Range 4 East of the Willamette Meridian, in King County, Washington, being more particularly described as follows:

Beginning at the quarter corner between Section 12 and Section 11, Township 23 North, Range 4 East of the Willamette Meridian; thence North 0°34'21" East, along the section line between said Sections 12 and 11, a distance of 395.61 feet to the true point of beginning; thence North 53°51'34" West a distance of 1492.78 feet; thence North 87°39'14" East, along the North line of the Southeast quarter of the Northeast quarter of said Section 11, a distance of 321.37 feet; thence South 53°51'34" East a distance of 1098.22 feet to the intersection with said section line; thence South 0°34'21" West a distance of 245.87 feet to the true point of beginning.

PARCEL II:

That portion of the Northeast quarter of the Northeast quarter of Section 11, Township 23 North, Range 4 East of the Willamette Meridian, in King County, Washington, described as follows:

Beginning at the Southwest corner of the Northeast quarter of the Northeast quarter of said Section 11; thence North 0°38'23" East, along the West line of said subdivision a distance of 79.98 feet to the true point of beginning; thence continuing on the same line and same course a distance of 245.67 feet; thence South 53°51'34" East 522.56 feet to a point on the South line of the Northeast quarter of the Northeast quarter of said Section 11; thence South 87°39'14" West, along the South line of said subdivision, a distance of 321.37 feet; thence North 53°51'34" West 128.34 feet to the point of beginning.

PARCEL III:

All that portion of Lots 24 and 25, Block 36A, HILLMAN'S MEADOW GARDENS ADDITION, DIVISION #4, according to the plat thereof recorded in [Volume 12 of Plats, page 99](#), described as follows:

Beginning at the Northeast corner of said Lot 25; thence West, along the North line of said Lots 24 and 25, 149.14 feet; thence South 53°51'34" East 183.15 feet to a point on the East line of said Lot 25; thence North, along the said East line, 105.15 feet to the point of beginning.

TOGETHER WITH those portions of 59th Avenue South and South Leo Street, which inured thereto by operation of law.

EXHIBIT B
PERMANENT EASEMENT

Beginning at a point 30.00 feet left of 68th Ave S/S 124th St Right of Way Centerline Station 53+10.84, as shown on King County Right of Way Plan 321-07 (5) R/W;
Thence to a point 39.99 feet left of 68th Ave S/S 124th St Right of Way Centerline Station 53+23.48;
Thence to a point 30.00 feet left of 68th Ave S/S 124th St Right of Way Centerline Station 53+23.84;
Thence to the point of beginning.

Containing 65 square feet, more or less.



King County

EXHIBIT C - ACQUISITION SUMMARY STATEMENT

October 18, 2024

Project Name:	68 th Ave S/S 124 th St
File No.:	9-2024-001-05
Grantor:	City of Seattle – SCL
Tax Parcel No.:	112304-9040
FAP No.:	N/A

Valuation	Comment	Value
- Permanent Easement – 65 SF	\$1.07/SF x 90%	\$100.00 (R)
Improvements: None	No Improvements Impacted	
Other: N/A		
Damages: N/A		
TOTAL JUST COMPENSATION:		\$500.00

Uneconomic Remainder:	N/A
Fencing Allowance:	N/A

LAND ACQUIRED:		
Parcel #	Rights to be Acquired	Area of Use
112304-9040	Permanent Easement	65 SF

APPRAISAL INFORMATION:	
Appraisal Determination of Just Compensation By:	Arlene Klausen
Date of Valuation:	9/17/2024
Value:	\$500.00 (Rounded)
Date of Report:	9/17/2024


Notice to Vacate: N/A.

The Following Separately-Held Ownership Interests are not included in the Total Just Compensation: N/A

REAL PROPERTY VOUCHER AGREEMENT

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; padding: 2px;">AGENCY NAME</th> </tr> <tr> <td style="padding: 5px;"> KING COUNTY Road Services Division King Street Center, Rm. 313 201 S. Jackson St. Seattle, WA 98104 </td> </tr> </table>	AGENCY NAME	KING COUNTY Road Services Division King Street Center, Rm. 313 201 S. Jackson St. Seattle, WA 98104	I hereby agree to the terms and conditions listed below and hereby certify under penalty of perjury that the items and amounts listed herein are proper charges, that the same or any part thereof has not been paid, and that I am authorized to sign for the Grantor or Claimant: <i>(Sign in Ink)</i>
AGENCY NAME			
KING COUNTY Road Services Division King Street Center, Rm. 313 201 S. Jackson St. Seattle, WA 98104			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; padding: 2px;">GRANTOR or CLAIMANT</th> </tr> <tr> <td style="padding: 5px;"> City of Seattle – SCL PO Box 34023 Seattle, WA 98124-4023 </td> </tr> </table>	GRANTOR or CLAIMANT	City of Seattle – SCL PO Box 34023 Seattle, WA 98124-4023	By: _____ Grantor or Claimant /Authorized Representative Date: _____ By: _____ Grantor or Claimant /Authorized Representative Date: _____
GRANTOR or CLAIMANT			
City of Seattle – SCL PO Box 34023 Seattle, WA 98124-4023			
PROJECT NUMBER: 1143406 PROJECT TITLE: 68 th Ave S/S 124 th St	TAX PARCEL NUMBER: 112304-9040 RW FILE NO: 9-2024-001-05		
<p>Project Summary Statement: This project will bring existing ADA ramps up to contemporary standards along the corridor and improve road surfacing. This will significantly improve driving conditions, enhance pedestrian accessibility, and extend the lifespan of an important road corridor that serves a historically underserved community. The corridor supports elementary school traffic, frequent bus service, freight, and other traffic bound for SR-900, Renton Avenue S, a minor arterial, and Beacon Avenue S, a major collector. The street is used to access key community destinations, such as the Campbell Hill Elementary School, Skyway Park, grocery stores, a bowling alley, and many other commercial destinations.</p>			
<p>In Full, Complete and Final Payment and Settlement for the Title or Interest Conveyed or Released, as Fully Set Forth in Attached Documents: Permanent Easement Documents Dated: _____ For All Lands Conveyed:</p> <p>Permanent Easement – 65 SF: <i>\$1.07/sf x 90%</i></p>	<p>AMOUNT</p> <p><i>\$100.00 (R)</i></p>		
JUST COMPENSATION	\$100.00		
SUBTOTAL	\$100.00		
TOTAL AMOUNT TO BE PAID:	\$500.00		
<p>Right-of-Way Agent: _____ King County agrees to the terms and conditions listed above.</p> <p>By: _____ By: _____</p> <p>Date _____ Date: _____</p>			

Tax Parcel Number: 112304-9040
RW File # 9-2024-001-05

 KING COUNTY SUBSTITUTE W-9	Request for Taxpayer Identification number and Certification	Give form to King County. Do not send to IRS.												
Name (as shown on Invoice) 														
Business Type <input type="checkbox"/> Association <input type="checkbox"/> C-Corporation <input type="checkbox"/> S-Corporation <input type="checkbox"/> Disregarded Entity <input type="checkbox"/> Division <input type="checkbox"/> Government <input type="checkbox"/> Individual <input type="checkbox"/> Limited Liability Company: Enter tax classification (C=C-Corporation, S=S-Corporation, P=Partnership) <input type="checkbox"/> Non Profit <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Trust/Estate														
Business Registration Information Enter where you are registered to do business and the corresponding State Registration Number State: _____ Registration Number: _____														
Purchasing Location Information Physical Address City, State, and Zip														
Remittance Information Remit Address (if different than above) City, State, and Zip														
Tax Reporting Name and Tax Identification Number or Social Security Number Enter your Tax reporting Name and address. The Tax Identification number provided must match the name given on the "Tax Reporting Name" line. For individuals, this is your social security number (SSN). Tax Reporting Name Tax Reporting Address Tax Reporting City, State, and Zip Tax Identification Number, Employer Identification Number or Social Security Number: <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>														
Under penalties of perjury, I certify that: 1. The number shown on this form is my correct tax reporting name and identification number. 2. I am a U.S. citizen, U.S. person or U.S. Business Entity. 3. I am not subject to backup withholding due to failure to report interest and dividend income. 4. I am exempt from FATCA reporting. Certification instructions. If you are not a U.S. citizen, U.S. person or U.S. Business Entity, you must cross out item 2 above. You will need to provide a completed King County W9 form as well as a copy of your W-8. Sign Here 														
Print Name of Signer		Date Signed												



King County

Department of Local Services
Road Services Division

October 18, 2024

City of Seattle – SCL
 C/O Chad Morrell
 PO Box 34023
 Seattle, WA 98124-4023

RE: SUBMISSION OF OFFER PACKET – EXPLANATION OF PACK CONTENTS

Project Title: 68th Ave S/S 124th St
Project # 1143406 RW File # 9-2024-001-05 Tax Account # 112304-9040

Dear City of Seattle - SCL:

King County Road Services Division is presenting an offer for the acquisition of property rights on your property on 68th Ave S, tax parcel number 112304-9040. Below is a summary of the documents included in this offer package:

Document	Instructions to Complete (If Accepted)
Offer Letter	Acknowledgement page to be signed upon receipt of offer
Real Property Voucher Agreement	Sign where indicated
Permanent Easement	Sign in front of a notary public
KC W-9	Please complete the Payee Information and sign where indicated
Exhibit Map	For informational purposes
Transportation Needs and You Brochure	For informational purposes
Acquisition Summary Statement	For informational purposes

This offer packet reflects the property rights necessary for the above referenced project. Please review the contents of this packet and contact me if you have questions regarding the material contained. Please sign the acknowledgement of receipt of the Offer letter where indicated on the 2nd page of the letter. If you accept the enclosed offer, please sign the easement documents where noted in the presence of and notarized by a Notary Public. Return all completed, signed documents to my attention in the enclosed, pre-addressed envelope.

City of Seattle - SCL

October 18, 2024

Page 2

Alternatively, you can contact me to arrange for a King County notary to meet you at a time and place of your choosing to witness your signature and pick-up all necessary documents.

Thank you.

Sincerely,

Lisa Cox
Road Property Program Manager
lcox@kingcounty.gov
(206) 806--4566

Summary and Fiscal Note

1. Legislation Summary

Department: Seattle City Light

Title: AN ORDINANCE relating to the City Light Department; authorizing the General Manager and Chief Executive Officer or designee to grant an easement over a portion of fee owned property to King County; and accepting payment of the fair market value for the easement.

Background: City Light owns property abutting 68th Ave S, King County Parcel Number 112304-9040. This property is visually depicted in Summary Attachment 1 and is used for an electric transmission corridor through a portion of Skyway, a part of unincorporated King County. This property comprises a portion of City Light's larger electric transmission and distribution corridors.

The King County Department of Local Services Road Services Division has a roadway improvement project at 68th Ave South and South 124th Street. This project necessitates 65 square feet of City Light fee-owned property as an easement area so that King County can install and maintain accessible curb ramps and sidewalk improvements to benefit residents of the area. The full project plans are presented as Summary Attachment 2.

Summary Attachments:

Summary Attachment 1 – Map of Seattle City Light Property Parcel 112304-9040

Summary Attachment 2 – 68th Ave S King County Right-of-Way Plan

2. Capital Improvement Program (CIP)

Does this legislation create, fund, or amend a CIP Project?

Yes

No

3. Summary of Financial Implications

Does this legislation have financial impacts to the City?

Yes

No

a. Revenue Change to Other Funds

2026	2027 est.	2028 est.	2029 est.	2030 est.
\$500				

3b. Revenues/Reimbursements

This legislation adds, changes, or deletes revenues or reimbursements.

Anticipated Revenue/Reimbursement Resulting from This Legislation:

Fund Name and Number	Dept.	Revenue Source	2026 Revenue	2027 Estimated Revenue
Light Fund (41000)	SCL	Sale of Land and Buildings	\$500	

TOTAL 2026 Revenue	TOTAL 2027 Estimated Revenue
\$500	

Revenue/Reimbursement Notes: Estimated fair market value of the easement property rights for the 65 square feet is \$500, to be paid into the Light Fund (41000).

3d. Other Financial Impacts

a. Does this legislation create any other financial impacts for The City of Seattle, such as direct or indirect costs, one-time or ongoing, that aren't mentioned above? If yes, please explain these impacts. None.

b. If the legislation has costs that can be covered within the current budget, explain how. Does the department have extra resources in its budget to handle these costs? Or does the department need to shift resources away from other work to handle these costs? Not applicable.

c. What financial costs or other impacts might happen if this legislation is not implemented? King County would not be able to secure the property rights for completion of their road improvement project.

d. How might this legislation affect other City departments besides the one that proposed it? Not implementing the legislation would delay King County's sidewalk improvement project. This delay would impact the neighborhood and delay City Light's just compensation.

4. Other Impacts

a. Does this legislation require a public hearing?

Yes

No

b. Does this legislation require a notice to be published in The Daily Journal of Commerce and/or The Seattle Times?

Yes

No

c. Does this legislation affect a piece of property? Yes. Summary Attachment 1 presents a map of the easement area.

d. Race and Social Justice Initiative impacts:

1. How does this legislation affect vulnerable or historically disadvantaged communities? How did you come to this conclusion? Please consider both impacts within City government (like employees and internal programs) and in the broader community.

This easement sale will enable King County to complete their roadway project, which (in part) adds accessible curb ramp improvements.

2. Please attach any Racial Equity Toolkits or other racial equity analyses used to develop or assess this legislation. None.

3. What is the Language Access Plan for communicating with the public about this legislation? None; this transaction is in support of a King County project.

e. Climate change impacts:

1. Emissions: Will this legislation significantly increase or decrease carbon emissions? Attach any studies or materials that inform your answer. Not applicable.

2. Resiliency: Will this legislation make Seattle more or less able to adapt to climate change? If it reduces resiliency, explain what can be done to lessen the impact. Not applicable.

f. If this legislation creates a new program or expands an existing one, what are the long-term, measurable goals? How will this legislation help achieve those goals? What methods will be used to track progress? Not applicable.

g. Does this legislation create a non-utility CIP that involves shared funding with a non-City partner or organization? No.

**Map of Seattle City Light Property – Parcel
112304-9040**



King County Assessor's Office, King County GIS Center, EagleView Technologies, Inc., King County, King County, King County Assessor's Office, King County GIS Center

The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

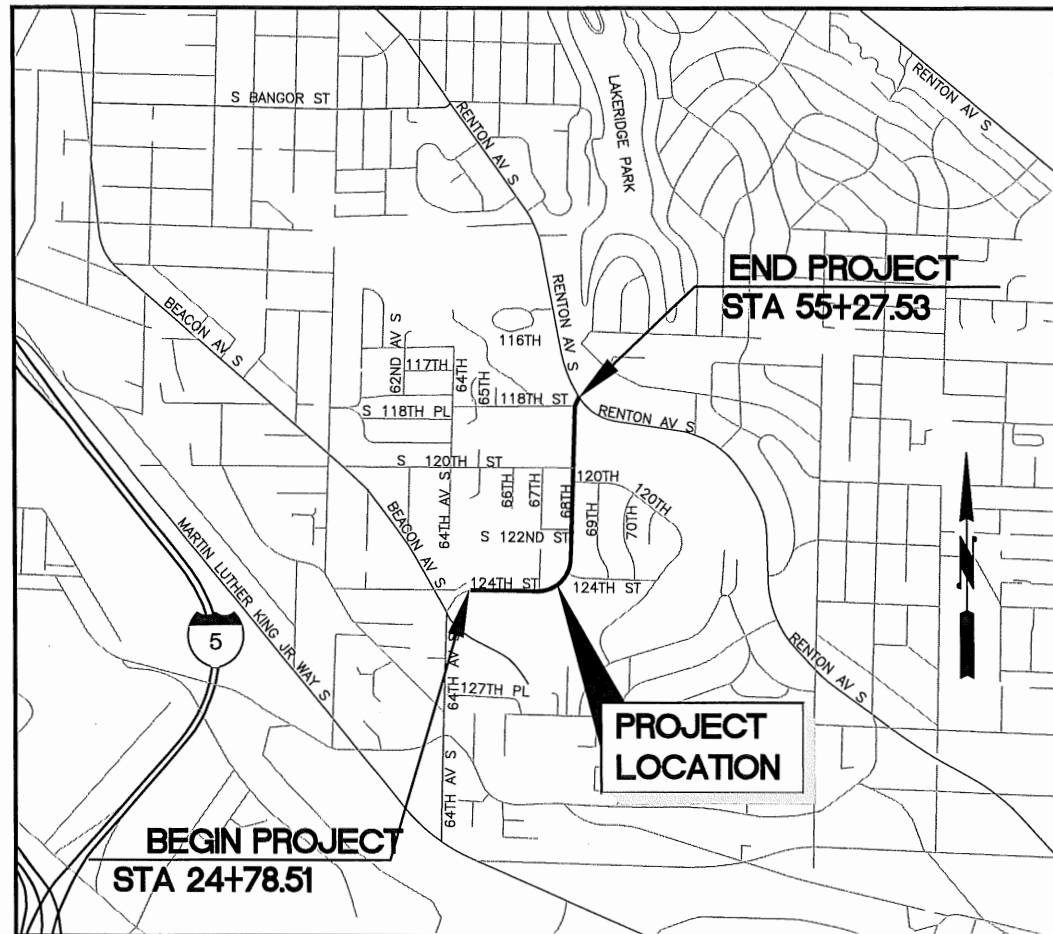
Date: 3/5/2026



King County



Approximate location of easement area (shown in blue)



VICINITY MAP
NTS



King County

Department Of
Local Services
Road Services Division

**68TH AVE S / S 124TH ST.
RIGHT-OF-WAY PLAN**



Know what's below.
Call before you dig.

SURVEY JOB NO:	23030	5/30/23							
CHECKED:	T. CRAY	6/30/23							
CAD ENTERED:	C.K./R.L.	06/2024							
DESIGNED:	C. KLINGELE	06/2024							
CHECKED:	J. EVANS	06/2024							
SUPERVISOR:	T. CRAY	06/2024							
MANAGER:									
	NUM.	REVISION	BY	DATE					

FED. AID No. _____
PROJECT No. 1143406
MAINTENANCE DIVISION No. 3



KING COUNTY DEPT. OF LOCAL SERVICES
DANIELLE DE CLERCQ, DIRECTOR
68TH AVE S / S 124TH ST

RIGHT OF WAY PLANS

King County logo

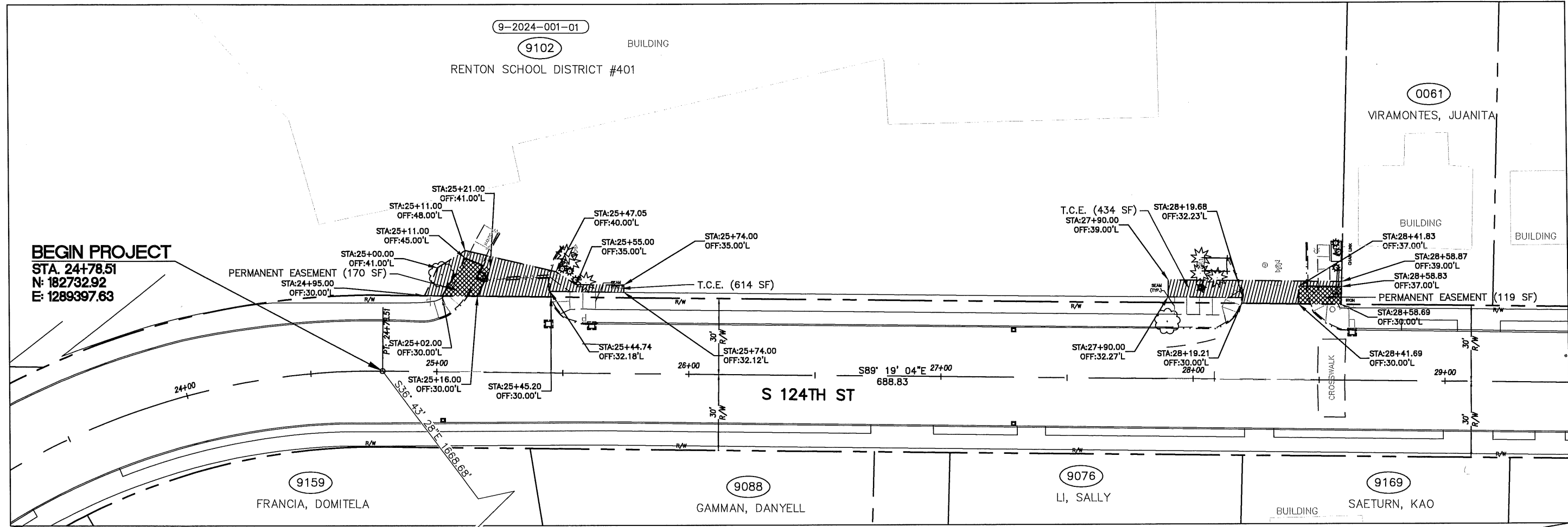
SHEET
1
OF
5
SHEETS

321-07 (1) R/W

68TH AVE S / S 124TH ST RIGHT-OF-WAY PLAN - 6/30/23 - 1143406 - 1 OF 5 SHEETS - 321-07 (1) R/W - 8/3/24

ROW NUMBER	PARCEL NO.	PROPERTY OWNERS	TOTAL AREA SQ. FT.	DEEDED R/W SQ. FT.	REMAINDER SQ. FT.	PERMANENT EASEMENT SQ. FT.	T.C.E. SQ. FT.
9-2024-001-01	112304-9102	RENTON SCHOOL DISTRICT	172,497	0	172,497	170	614
9-2024-001-01	112304-9102	RENTON SCHOOL DISTRICT	172,497	0	172,497	119	434

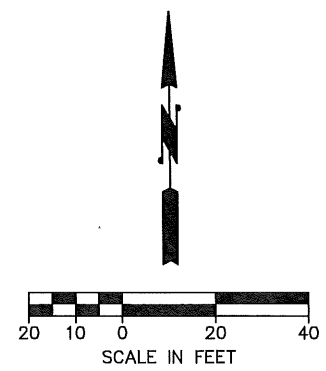
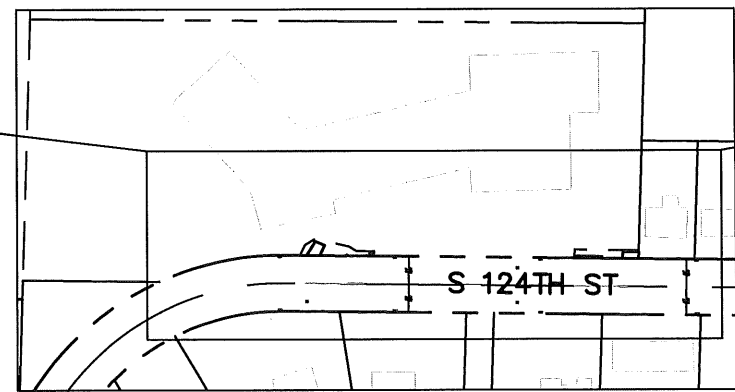
SEC. 11, T. 23 N., R. 4 E., W.M.
NE 4 SE 4



LEGEND

- EX. RIGHT-OF-WAY LINE
- EX. PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT
- PROPOSED RIGHT-OF-WAY LINE
- RIGHT-OF-WAY CENTER LINE

KCID#3443
N: 181395.44
E: 1290395.45
CONCRETE MONUMENT
W/ 3/8" BRASS PLUG
SET IN MONUMENT CASE
AT INTERSECTION OF
S. 128TH ST & 68TH AVE S



MERIDIAN
W.S.L.G.N.Z.
NAD 83/91

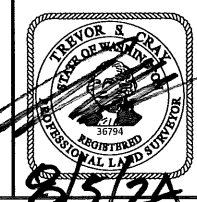
N.G.V.D. 88



Know what's below.
Call before you dig.

SURVEY JOB NO:	23030	5/30/23			
CHECKED:	T. CRAY	6/30/23			
CAD ENTERED:	C.K./R.L.	06/2024			
DESIGNED:	C. KLINGELE	06/2024			
CHECKED:	J. EVANS	06/2024			
SUPERVISOR:	T. CRAY	06/2024			
MANAGER:					
	NUM.	REVISION	BY	DATE	

FED. AID No. ---
PROJECT No. 1143406
MAINTENANCE DIVISION No. 3

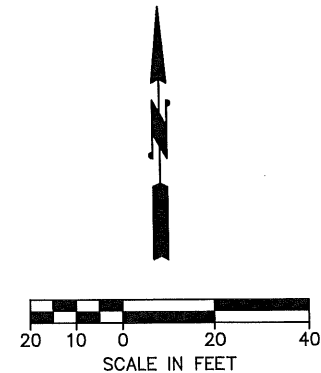


KING COUNTY DEPT. OF LOCAL SERVICES
DANIELLE DE CLERCQ, DIRECTOR
68TH AVE S / S 124TH ST
W SCHOOL DWY & S 124TH ST
RIGHT-OF-WAY PLAN

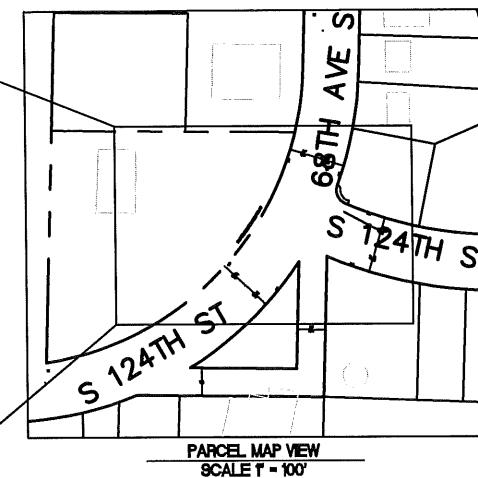
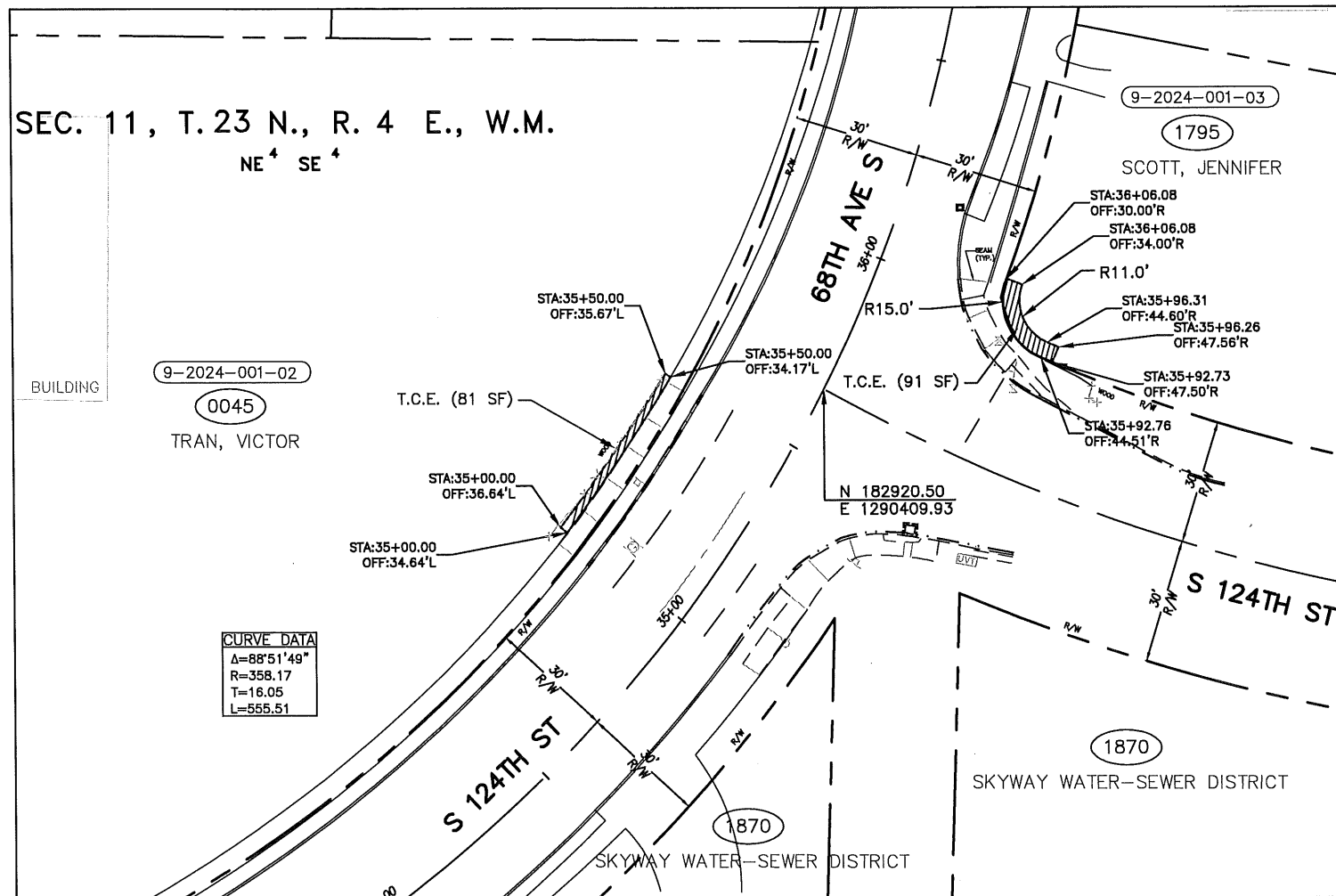
SHEET
2
OF
5
SHEETS
King County
321-07 (2) R/W

ROW NUMBER	PARCEL NO.	PROPERTY OWNERS	TOTAL AREA SQ. FT.	DEEDED R/W SQ. FT.	REMAINDER SQ. FT.	T.C.E. SQ. FT.
9-2024-001-02	094900-0045	TRAN, VICTOR	46,278	0	46,278	81
9-2024-001-03	781280-1795	SCOTT, JENNIFER	7,650	0	7,650	91

SEC. 12, T. 23 N., R. 4 E., W.M.
NW⁴ SW⁴



SEC. 11, T. 23 N., R. 4 E., W.M.
NE⁴ SE⁴



CURVE DATA

Δ=88°51'49"
R=358.17
T=18.05
L=555.51

LEGEND

- EX. RIGHT-OF-WAY LINE
- EX. PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT
- PROPOSED RIGHT-OF-WAY LINE
- RIGHT-OF-WAY CENTER LINE

MERIDIAN
W.S.L.G.N.Z.
NAD 83/91



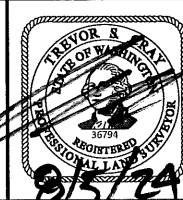
N.G.V.D. 88



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SUPERVISOR:	T. CRAY	06/2024			
MANAGER:			NUM.	REVISION	BY DATE

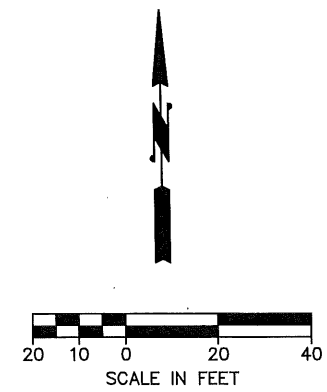
FED. AID No. ---
PROJECT No. 1143406
MAINTENANCE DIVISION No. 3



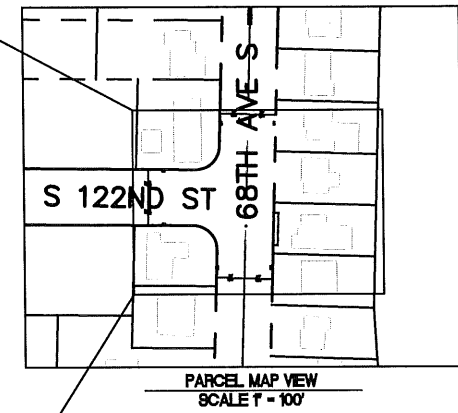
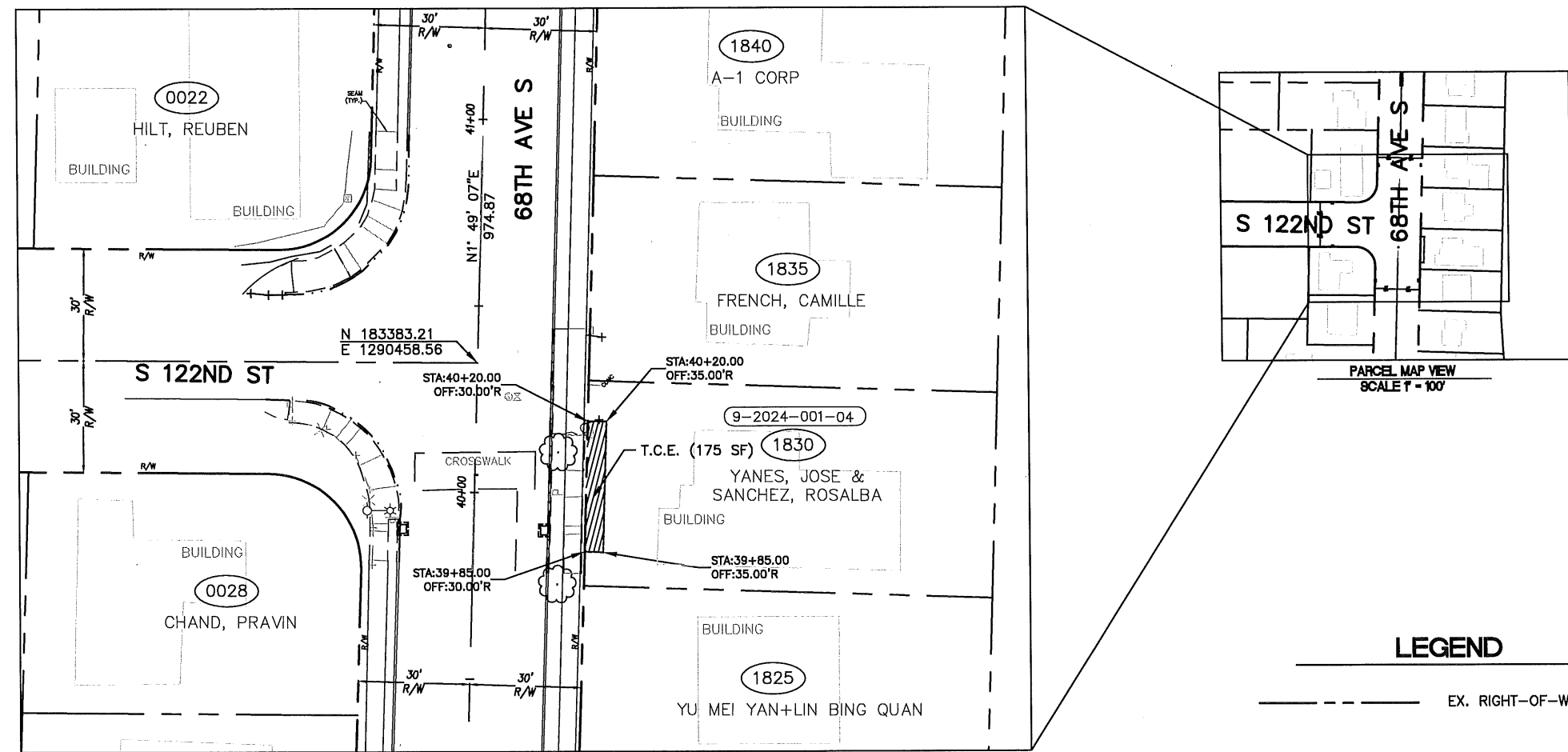
KING COUNTY DEPT. OF LOCAL SERVICES
DANIELLE DE CLERCQ, DIRECTOR
68TH AVE S / S 124TH ST
S 124TH ST & 68TH AVE S
RIGHT-OF-WAY PLAN

SHEET
3
OF
5
SHEETS
321-07 (3) R/W

ROW NUMBER	PARCEL NO.	PROPERTY OWNERS	TOTAL AREA SQ. FT.	DEEDED R/W SQ.FT.	REMAINDER SQ. FT.	T.C.E. SQ. FT.
9-2024-001-04	781280-1830	YANES, JOSE & SANCHEZ, ROSALBA	6,050	0	6,050	175



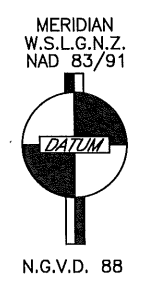
SEC. 12, T.23 N., R. 4 E., W.M.
NW⁴ SW⁴



SEC. 11, T.23 N., R. 4 E., W.M.
NE⁴ SE⁴

LEGEND

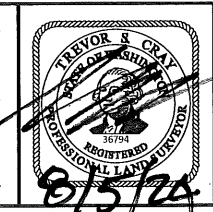
- EX. RIGHT-OF-WAY LINE
- EX. PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT
- PROPOSED RIGHT-OF-WAY LINE
- RIGHT-OF-WAY CENTER LINE



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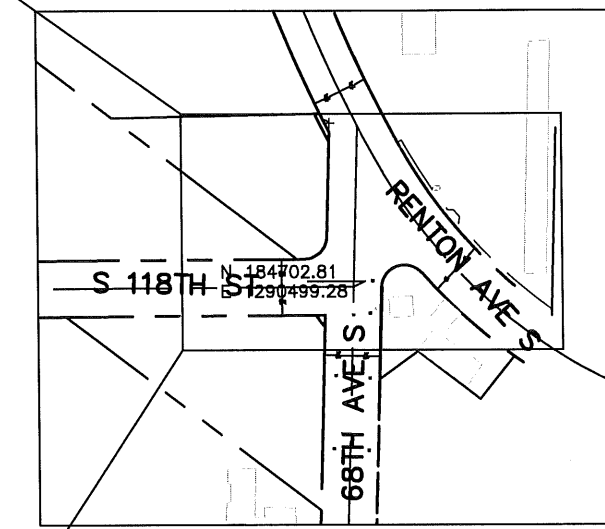
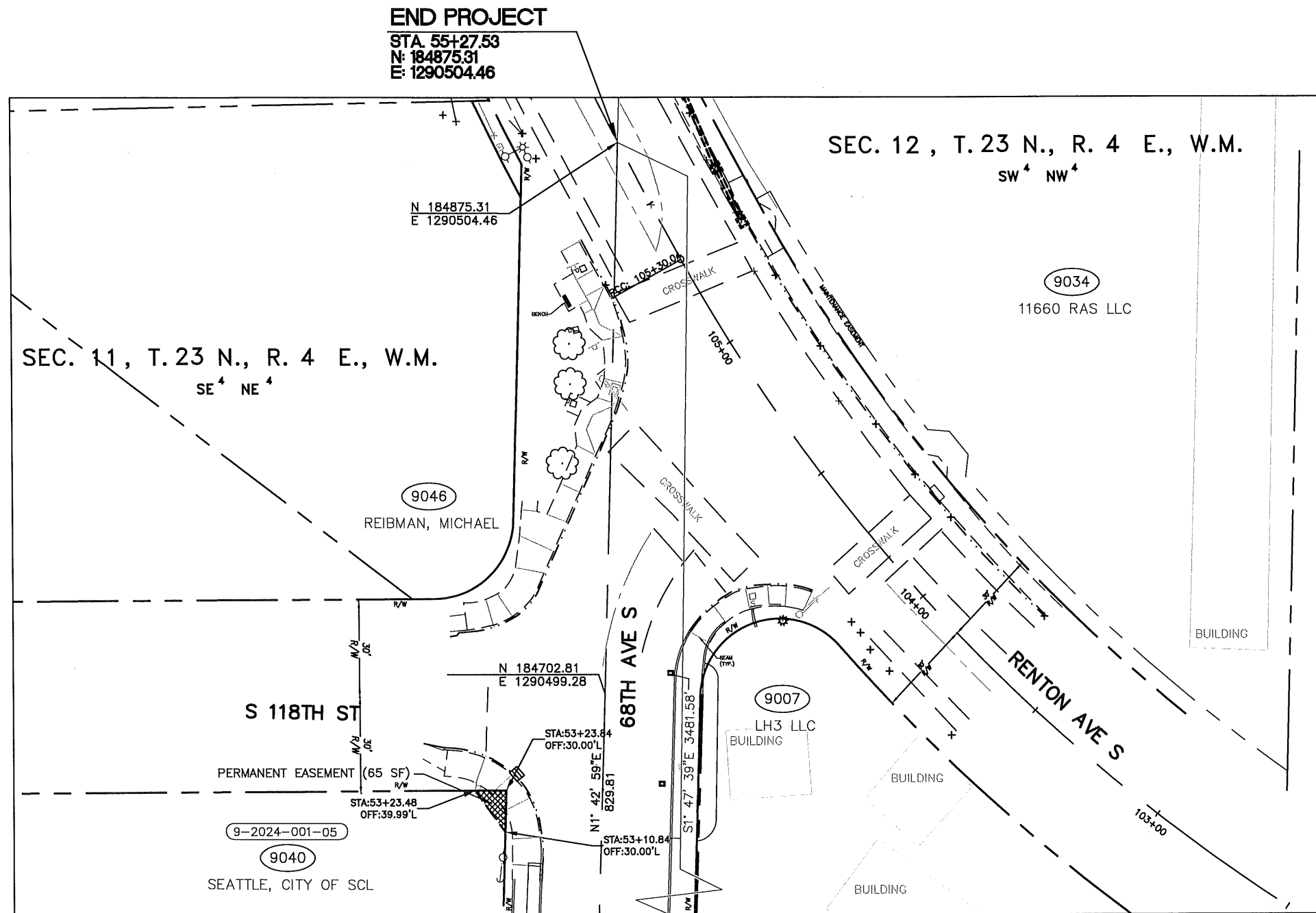
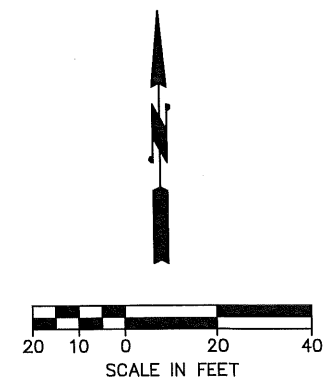
FED. AID No. ---
PROJECT No. 1143406
MAINTENANCE DIVISION No. 3



KING COUNTY DEPT. OF LOCAL SERVICES
DANIELLE DE CLERCQ, DIRECTOR
68TH AVE S / S 124TH ST
S 122ND ST & 68TH AVE S
RIGHT-OF-WAY PLAN

SHEET 4 OF 5 SHEETS
321-07 (4) R/W

ROW NUMBER	PARCEL NO.	PROPERTY OWNERS	TOTAL AREA SQ. FT.	DEEDED R/W SQ.FT.	REMAINDER SQ. FT.	PERMANENT EASEMENT SQ. FT.
9-2024-001-05	112304-9040	SEATTLE, CITY OF SCL	343,599	0	343,599	65



LEGEND

- EX. RIGHT-OF-WAY LINE
- EX. PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT
- PROPOSED RIGHT-OF-WAY LINE
- RIGHT-OF-WAY CENTER LINE

MERIDIAN
W.S.L.G.N.Z.
NAD 83/91
N.G.V.D. 88

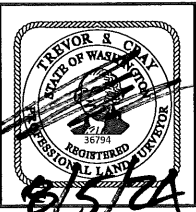


Know what's below.
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KCID#3443
N: 181395.44
E: 1290395.45
CONCRETE MONUMENT
W/ 3/8" BRASS PLUG
SET IN MONUMENT CASE
AT INTERSECTION OF
S. 128TH ST & 68TH AVE S

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MANAGER:			NUM.	REVISION	BY	DATE	

FED. Aid No. ---
PROJECT No. 1143406
MAINTENANCE DIVISION No. 3



KING COUNTY DEPT. OF LOCAL SERVICES
DANIELLE DE CLERCQ, DIRECTOR
68TH AVE S / S 124TH ST
RENTON AVE S & 68TH AVE S
RIGHT-OF-WAY PLAN

SHEET
5
OF
5
SHEETS
321-07 (5) R/W

SCL Easement Conveyances to King County and Puget Sound Energy ORDs

Parks and City Light Committee Meeting

May 20, 2026



SCL Easement Conveyances

- Seattle City Charter grants City Council powers by ordinance for acquisition or disposition of real property on behalf of the City government ([City Charter Article IV, Section 14](#), Subsection 4).
- Authorizes SCL GM/CEO to execute easements with King County and Puget Sound Energy.
- Enables partner projects to move forward with no impact to SCL operations.

Easement Conveyance to King County

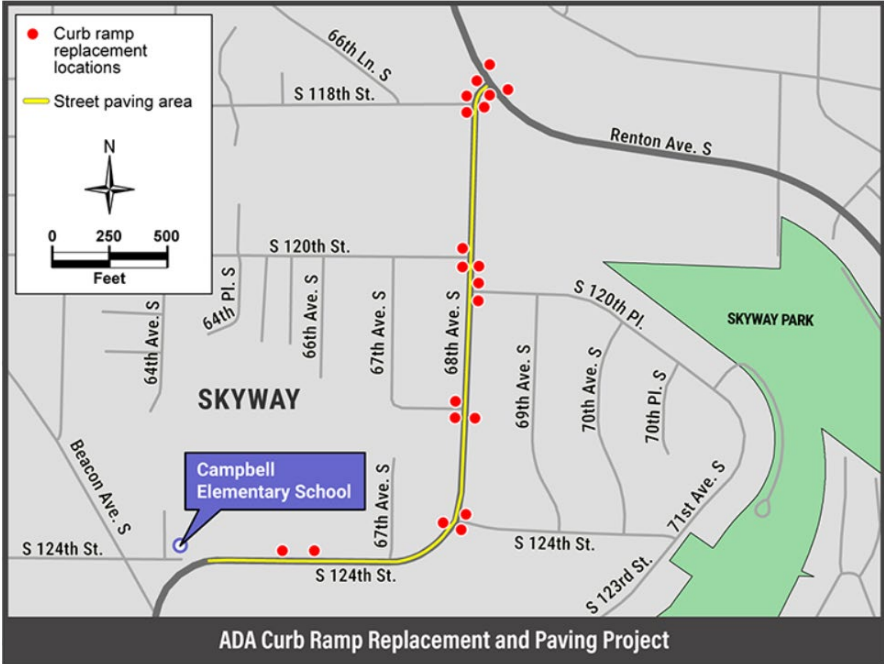
- SCL-owned parcel in Unincorporated King County (Skyway)
- Part of transmission corridor.



Easement Conveyance to King County Project



Project location map



- King County project to improve sidewalk safety and accessibility at seven intersections along 68th Ave S/S 124th St

Easement Conveyance to King County

- Project requires easement on 65 SF of SCL property for one of the ramps.
- Rounded fair market value is \$500 to compensate SCL.
- No impact to SCL operations.



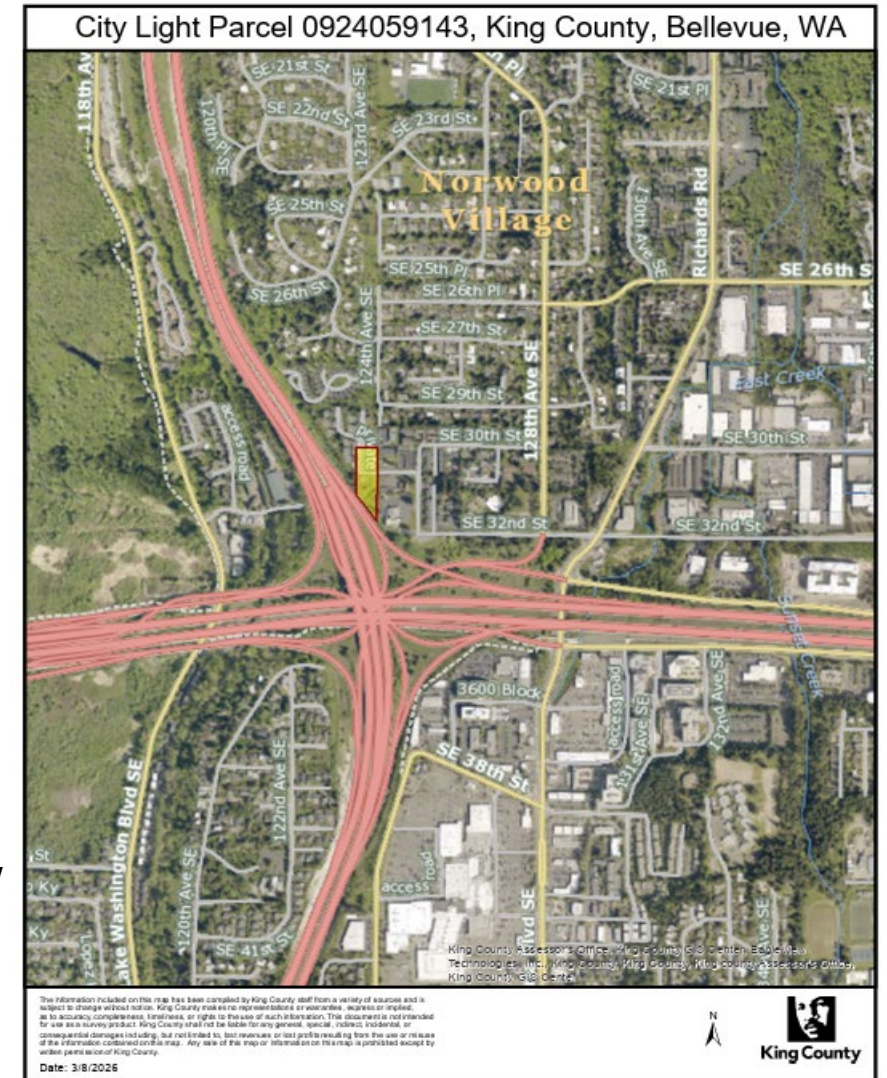
Approximate location of easement area (shown in blue)

Easement Conveyance to Puget Sound Energy

- SCL parcel in Bellevue near I-90 & I-405 interchange.
- Existing T-Mobile equipment on SCL transmission pole.
- Upgrades require generator power from nearby Puget Sound Energy gas line.

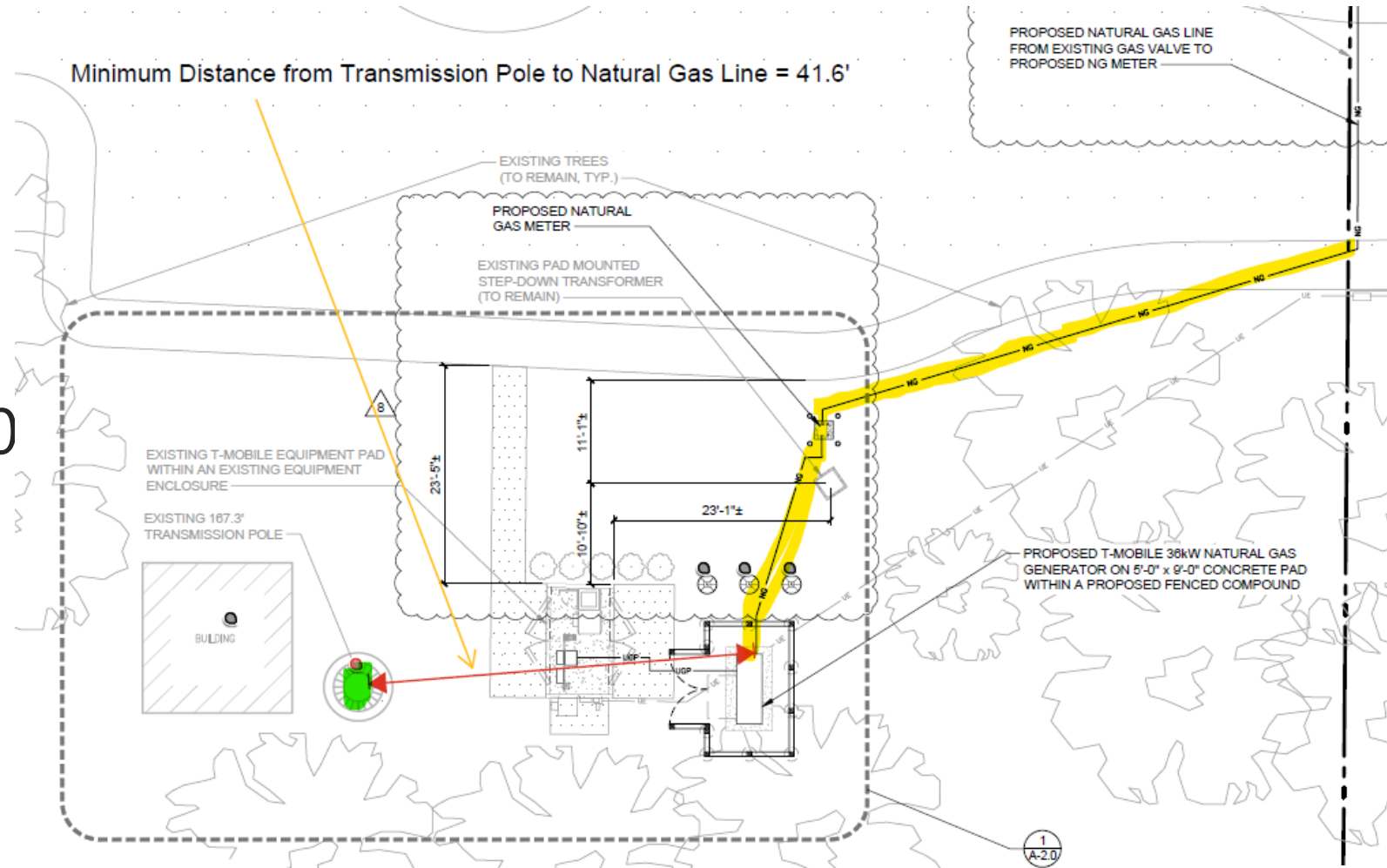


Google street view



Easement Conveyance to Puget Sound Energy

- Easement enables PSE gas line to support T-Mobile equipment
- 10' x 90' easement area (900 SF)
- Fair market value: \$6,800
- No impact to SCL operations



THANK YOU



Seattle City Light



seattle.gov/city-light    

Mission, Vision & Values

Mission

Seattle City Light provides our customers with affordable, reliable and environmentally responsible energy services.

Vision

Create a shared energy future by partnering with our customers to meet their energy needs in whatever way they choose.

Values



Customers First



Environmental Stewardship



Equitable Community Connections



Operational and Financial Excellence



Safe and Engaged Employees



Legislation Text

File #: CB 121211, **Version:** 1

Screen Reader Users: Make sure settings include reading strikethrough and underline font attributes.

The City of Seattle

Ordinance

Council Bill

An ordinance relating to current use taxation; approving an application for classification of property

located at 4807 SW 54th Street under the King County Public Benefit Rating System.

Recitals:

The King County Department of Natural Resources and Parks (DNRP) has forwarded an application to the City Council for classification under the King County Public Benefit Rating System (PBRS).

The PBRS is administered in accordance with Revised Code of Washington (RCW) 84.34.037, chapter 458-30 of the Washington Administrative Code, and chapter 20.36 of the King County Code providing for assessment practices to reflect current use of property, rather than “highest and best use,” as an incentive for property owners to maintain open space.

GROW has applied for PBRS rating for open space classification on property that it owns at 4807 SW 54th Street (E25CT021S).

GROW is an all-volunteer nonprofit organization that creates inclusive neighborhood gardening communities and has supported The City of Seattle (City) P-Patch program for almost 40 years.

RCW 84.34.037(1) states that an application for PBRS shall be acted upon after public hearings and

affirmative acts by the county and city legislative bodies affirming the entirety of an application without modification or both bodies affirm an application with identical modifications.

The City Council held a public hearing on the application on May 20, 2026.

The King County Hearing Examiner is scheduled to hold a public hearing to consider this application at its meeting on May 28, 2026.

If the King County Hearing Examiner recommends that the King County Council approve the application, the King County Council would likely consider this item for a vote soon thereafter.

Therefore,

Be it ordained by The City of Seattle as follows:

Section 1: The City Council approves the following application for the Public Benefit Rating System subject to the conditions contained in the attached report:

E25CT021S: Application from GROW for property located at 4807 SW 54th Street for open space classification, approximately 5,700 square feet as described in Attachment 1 to this ordinance (i.e., the King County Department of Natural Resources and Parks report on application E25CT021S).

Section 2. This ordinance approving applications for current use taxation pursuant to chapter 84.34 RCW, and not subject to mayoral approval or disapproval, shall take effect 30 days from and after its passage by the City Council.

Attachment:

Attachment 1 - King County Department of Natural Resources and Parks report on application E25CT021S

Passed by the City Council and signed in open session in authentication of its passage on .

President of the City Council
Attested on .

Scheereen Dedman, City Clerk

Seal

**KING COUNTY
DEPARTMENT OF NATURAL RESOURCES AND PARKS
WATER AND LAND RESOURCES DIVISION**

**Report to the City of Seattle for
Property Enrollment in the Public Benefit Rating System (PBRs)**

March 30, 2026

APPLICANT: GROW, Inc.

File No. E25CT021S

A. GENERAL INFORMATION:

1. Owner: GROW, Inc. (represented by Eric Todderudd)
PO Box 19748
Seattle, WA 98109
2. Property location: 4807 SW 54th Street
Seattle, WA 98116
3. Zoning: NR3
4. STR: NE-22-24-03
5. PBRs categories requested by applicant:

Open space resource
*Public recreation area

Bonus category
*Unlimited public access

NOTE: *Staff recommends credit be awarded for these PBRs categories. Enrollment in PBRs for property within an incorporated area requires approval by impacted granting authorities following public hearing(s). For this application, the granting authorities are the King County Council and the City of Seattle. King County will hear this application on May 28, 2026.

6. Parcel: 515420-0055
 - Total acreage: 0.13
 - Requested PBRs: 0.13
 - Home site/excluded area: 0.00
 - Recommended PBRs: 0.13**

NOTE: The portion recommended for enrollment in PBRs is the entire property. The attached 2023 aerial photo outlines the parcel in yellow. In the event the Assessor's official parcel size is revised, PBRs acreage should be administratively adjusted to reflect that change.

B. FACTS:

1. Zoning in the vicinity: Properties in the vicinity are zoned NR3.
2. Development of the subject property and resource characteristics of open space area: The property is a community garden (known as the Beyers' Bulldog Garden), and includes raised garden beds, fruit trees, greenhouse and a shed used to store equipment used to maintain the gardens. The open space area consists of the entire property.
3. Site use: The property is used as a community garden.
4. Access: The property is accessed from SW 54th Street.
5. Appraised value for 2025 (based on Assessor's information dated 3/17/2026):

<u>Parcel #515420-0055</u>	<u>Land</u>	<u>Improvements</u>	<u>Total</u>
Appraised value	\$502,000	\$0	\$502,000
Tax applied	\$4,974	\$0	\$4,974

NOTE: Participation in PBRs reduces the **appraised land value** for the **portion** of the property enrolled resulting in a lower taxable value.

C. REQUIREMENTS SPECIFIED BY KING COUNTY CODE (KCC):

KCC 20.36.010 Purpose and intent.

It is in the best interest of the county to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the county and its residents.

It is the intent of this chapter to implement chapter 84.34 RCW, as amended, by establishing procedures, rules and fees for considering applications for public benefit rating system assessed valuation on open space land and for current use assessment on farm and agricultural land as those lands are defined in RCW 84.34.020. Chapter 84.34 RCW, and the regulations adopted thereunder, govern matters not expressly covered in this chapter.

KCC 20.36.100 Public benefit rating system for open space land – definitions and eligibility.

- A. The definitions in this section apply throughout this section, as well as in K.C.C. 20.36.040 and K.C.C. 20.36.190, unless the context clearly requires otherwise.
- B. To be eligible for open space classification under the public benefit rating system, a property shall contain one or more qualifying open space resources and have at least five points as determined under this section. The department shall review each application and recommend award of credit for current use of the property. In making the recommendation, the department shall utilize the point system described in subsections C. and D. of this section.
- C. The following open space resources are each eligible for the points indicated:
 - 1. Active trail linkage – fifteen or twenty-five points
 - 2. Aquifer protection area – five points
 - 3. Buffer to public or current use classified land – three points
 - 4. Ecological enhancement land – eighteen points
 - 5. Equestrian-pedestrian-bicycle trail linkage – thirty-five points
 - 6. Farm and agricultural conservation land – five points
 - 7. Forest stewardship land – five points
 - 8. Historic landmark or archaeological site: buffer to a designated site – three points
 - 9. Historic landmark or archaeological site: designated site – five points
 - 10. Historic landmark or archaeological site: eligible site – three points
 - 11. Public recreation area – five points
 - 12. Rural open space – five points
 - 13. Scenic resource, viewpoint, or view corridor – five points
 - 14. Significant plant or ecological site – five points
 - 15. Significant wildlife or fish habitat – five points
 - 16. Special animal site – three points
 - 17. Surface water quality buffer – five points, eight or ten total points
 - 18. Urban open space – five points
 - 19. Watershed protection area – five points
- D. Property qualifying for an open space category in subsection B. of this section may receive credit for additional points as follows:
 - 1. Conservation easement or historic preservation easement – eighteen points
 - 2. Contiguous parcels under separate ownership – minimal two points
 - 3. Easement and access – thirty-five points
 - 4. Public access - points dependent on level of access
 - a. Unlimited public access - five points
 - b. Limited public access because of resource sensitivity - five points
 - c. Seasonal limited public access - three points
 - d. Environmental education access – three points
 - e. None or members only – zero points

5. Resource restoration – five points

D. 2024 COMPREHENSIVE PLAN POLICIES AND TEXT:

E-102 In addition to its regulatory authority, King County should use incentives to protect and restore the natural environment. Incentives should be monitored and periodically reviewed to determine their effectiveness at protecting and restoring natural resources.

NOTE: Monitoring of participating lands is the responsibility of both department PBRS staff and the landowner. This issue is addressed in the Resource Information document (page 4) and detailed below in Recommendation #B12 and 13.

E-105 The protection of lands where development would pose hazards to health and safety, property, important ecological functions, or environmental quality shall be achieved through acquisition, enhancement, incentive programs, and appropriate regulations. The following critical areas and their buffers are particularly susceptible and shall be protected in King County:

- a. Critical aquifer recharge areas;
- b. Fish and wildlife habitat conservation areas;
- c. Frequently flooded areas, regulated as flood hazard areas;
- d. Geologically hazardous areas; and e. Wetlands.

E-323 King County should promote voluntary wildlife habitat enhancement projects by private individuals and businesses through educational, active stewardship, and incentive programs.

E-325 Through a coordinated approach of incentives and acquisitions, King County should prioritize, enhance, and protect a variety of ecosystems, including urban open space uplands, riparian areas, floodplains, and aquatic systems with the highest conservation value and those supporting equitable access to quality open space.

E-329 King County shall protect Species of Local Importance through measures such as regulations, incentives, capital projects, or purchase, as appropriate.

E-339 King County should seek to support Water Resource Inventory Area salmon recovery plan goals of maintaining intact natural landscapes through: a. Promoting Current Use Taxation and other incentives; b. Promoting stewardship programs including development and implementation of Forest Plans and Farm Plans; and c. Acquiring property or conservation easements in areas of high ecological importance with unique or otherwise significant habitat values.

NOTE: The implementation of an approved forest stewardship, farm management or ecological enhancement plan benefits natural resources, such as wildlife habitat,

stream buffers and groundwater protection, and can address invasive plant and noxious weed control and removal within enrolled portions of a property.

E-350 King County should provide incentives for landowners who are seeking to remove invasive plants and noxious weeds, such as providing technical assistance or access to native or climate-smart plants.

NOTE: Lands participating in PBRS provide valuable resource protection and promote the preservation or enhancement of native vegetation. Addressing nonnative vegetation (invasive plant species), through control and eradication is a PBRS requirement.

E-406 King County should identify upland areas of native vegetation that connect wetlands to upland habitats and that connect upland habitats to each other. The County should seek protection of these areas through acquisition, stewardship plans, and incentive programs such as the Public Benefit Rating System and the Transfer of Development Rights Program.

E-503 King County shall promote retention of forest cover and significant trees using a mix of regulations, incentives, and technical assistance.

R-206 King County shall prioritize conservation of forest land and forestry throughout the Rural Area. Landowner property tax incentives, technical assistance, permit assistance, regulatory actions, and community-based education shall be used throughout the Rural Area to sustain the forest land base and forestry activities. King County should ensure that its regulations, permitting processes, and incentive programs facilitate and encourage active forest management and implementation of forest stewardship plans.

R-775 King County shall provide incentives, educational programs, and other methods to encourage agricultural practices and technological improvements that maintain water quality, protect public health, protect fish and wildlife habitat, protect historic resources, maintain flood conveyance and storage, reduce greenhouse gas emissions, control noxious weeds, prevent erosion of valuable agricultural soils, and increase soil water holding capacity while maintaining the functions needed for agricultural production.

E. PBRS CATEGORIES REQUESTED and DEPARTMENT RECOMMENDATIONS:

Open space resource

- Public recreation area

The property is used as a community gardening and recreational space. Gardeners actively use the p-patch and the general public may view and enjoy the garden and its grounds by walking through the property, with no barriers to access. Credit for this category is recommended.

Bonus category

• Unlimited public access

The property is used as a community gardening and recreational space and the owner provides year-round and unlimited public access. Gardeners actively use the p-patch and the general public may view and enjoy the garden and its grounds by walking through the property, with no barriers to access. Credit for this category is recommended.

NOTE: It is important to note that enrollment in the PBRS program requires the control and removal of invasive plant species. This issue is addressed in the Resource Information document (page 3) and below in Recommendation #B6.

CONCLUSIONS AND RECOMMENDATIONS

A. CONCLUSIONS:

1. Approval of the subject request would be consistent with the specific purpose and intent of KCC 20.36.010.
2. Approval of the subject request would be consistent with policy E-101 of the King County Comprehensive Plan.
3. Of the points recommended, the subject request meets the mandatory criteria of KCC 20.36.100 as indicated:

Open space resource

Public recreation area 5

Bonus category

Unlimited public access 5

TOTAL 10 points

PUBLIC BENEFIT RATING

For the purpose of taxation, 10 points result in 50% of market value and a 50% reduction in taxable value for the portion of land enrolled.

B. RECOMMENDATION:

APPROVE the request for current use taxation "Open space" classification with a Public Benefit Rating of 10 points, subject to the following requirements:

Requirements for Property Participating in the Public Benefit Rating System Current Use Assessment Program for Open Space

1. Compliance with these requirements is necessary for property participating (“Property”) in King County’s Public Benefit Rating System (“PBRs”), a current use assessment program for open space. Failure to abide by these requirements can result in removal of PBRs designation and subject Property owner (“Owner”) to penalty, tax, and interest provisions of RCW 84.34. King County Department of Assessments (“DoA”) and King County Water and Land Resources Division, Agriculture, Forestry, and Incentives Unit, PBRs Program or its successor (“PBRs Program”) may re-evaluate Property to determine whether removal of PBRs designation is appropriate. Removal shall follow the process in Chapter 84.34 RCW, Chapter 458.30 WAC and Chapter 20.36 KCC.
2. Revisions to any of these requirements may only occur upon mutual written approval of Owner and granting authority. These conditions shall apply so long as Property retains its PBRs designation. If a conservation easement acceptable to and approved by City of Seattle and King County is granted by Owner in interest to Department of Natural Resources and Parks, King County or a grantee approved by King County, these requirements may be superseded by the terms of such easement, upon written approval by PBRs Program.
3. The PBRs designation for Property will continue so long as it meets the PBRs criteria for which it was approved. Classification as open space will be removed upon a determination by PBRs Program that Property no longer meets PBRs criteria for which it was approved. A change in circumstances, which diminishes the extent of public benefit from that approved by City of Seattle and King County Council in the open space taxation agreement, will be cause for removal of the PBRs designation. It is Owner’s responsibility to notify DoA and PBRs Program of a change in Property circumstance, which may impact PBRs participation.
4. When a portion of Property is withdrawn or removed from the program, the remaining Property shall be re-evaluated by PBRs Program and DoA to determine whether it still meets the criteria for PBRs categories as approved.
5. Notwithstanding the provisions of Section 13, tree(s) posing a hazard to a structure, road or property access may be removed from Property, provided that Owner shall first notify the PBRs Program prior to taking such action. Native vegetation must be introduced for any tree(s) removed and must be planted within a reasonable location of where the tree(s) previously existed. It is Owner’s responsibility to apply for and receive any necessary consent from applicable state and local governmental agencies for activities that may require a permit or approval.
6. If an area of Property becomes or has become infested with noxious weeds or non-native species, Owner may be required to submit a control and enhancement plan to

PBRS Program in order to remove such vegetation and, if necessary, replace with native vegetation.

7. If it is determined by PBRS Program that Property vegetation near structures is prone to wildland fire and poses a fire hazard, management activities as allowed under KCC 16.82.051 may be implemented as long as those activities do not cause significant adverse impact to the resource values of awarded PBRS categories. Prior to undertaking any wildfire risk reduction activities on Property, a summary of any proposed work must first be submitted to and approved by PBRS Program.
8. There shall be no motorized vehicle driving or parking allowed on Property, except for medical, public safety or police emergencies, or for an approved management activity (such as forestry, farm, or restoration activities) detailed in an approved plan.
9. Grazing of livestock is prohibited unless Property is receiving credit for the farm and agricultural conservation land or resource restoration PBRS categories. In those cases, grazing may occur in areas being farmed as defined in the approved farm management plan or to be restored as defined in the approved resource restoration plan.
10. Passive recreational use and maintenance of associated improvements shall be permitted on Property receiving credit for public recreation area, active trail linkage, equestrian-pedestrian-bicycle trail linkage, or public access PBRS categories. Those uses and associated maintenance are allowed as long as they do not conflict with restrictions imposed by any of the awarded PBRS categories.
11. Public access shall be permitted upon any area of Property that is designated for public access.
12. Owner of Property participating in PBRS may be required to submit a monitoring report on an annual or less frequent basis as requested by the PBRS Program. This report must include a brief description of how Property still qualifies for each awarded resource category. It must also include photographs from established points on Property and any observations by Owner. If requested, Owner must submit this report to the PBRS Program by email, through the PBRS monitoring form provided on the PBRS Program's website, or by other mutually agreed upon method annually by December 31 or as directed by the PBRS Program. An environmental consultant need not prepare this report.
13. No alteration of Property or resources shall occur without prior written approval (such as an approved plan) by PBRS Program, except for selective cutting for personal firewood, maintaining areas for approved passive recreational uses (such as walking or horseback riding trails) or for removal of non-native species. **Any unapproved alteration may constitute a departure from an approved open space use and be deemed a change of use, and subject Owner to the additional tax, interest, and penalty provisions of RCW 84.34.080.** "Alteration" means any human-induced action that adversely impacts the existing condition of Property or resources including, but not limited to, the following:

- a. erecting structures;
- b. grading;
- c. filling;
- d. dredging;
- e. channelizing;
- f. modifying land or hydrology for surface water management purposes;
- g. cutting, pruning, limbing or topping, clearing, mowing, or removing native vegetation;
- h. introducing non-native species (as defined in KCC 21A.06.790);
- i. applying herbicides or pesticides or any hazardous or toxic substance, without prior written approval;
- j. discharging pollutants except for stormwater;
- k. paving or application of gravel;
- l. storing or dumping equipment, construction materials, garbage, vehicles, household supplies, or compost;
- m. engaging in any other activity that adversely impacts existing native vegetation, hydrology, wildlife, wildlife habitat, or awarded program categories.

14. Participation in PBRS does not exempt Owner from obtaining any required permit or approval for activity or use on Property.

TRANSMITTED to the parties listed hereafter:

Eric Todderud, applicant representative
Karina Bull, Legislative Analyst, Seattle City Council, Central Staff
Elenore Bonyeau, King County Department of Assessments

COORDINATION AGREEMENT

for the Support and Development of the P-Patch Program between
The City of Seattle Department of Neighborhoods

And
GROW

Agreement Number: 25_013, AMENDMENT 1

This Coordination Agreement (Agreement) is entered into by and between The City of Seattle, acting through its Department of Neighborhoods (DON), and GROW, a Washington non-profit organization authorized to do business in the State of Washington.

Recitals

WHEREAS, GROW, formerly known as Friends of P-Patch, P-Patch Trust and originally as P-Patch Advisory Council, has been actively supporting the development of community gardens and working in collaboration with the City's P-Patch Program for almost 40 years; and

WHEREAS, with support from GROW, the City's P-Patch Program has successfully increased the number of community gardens located across Seattle; and

WHEREAS, with assistance from GROW, the City's P-Patch Program annually provides need-based plot fee assistance to hundreds of low-income gardeners; and

WHEREAS, DON presently leases ~~seven~~ eight properties from GROW for use as P-Patch community gardens; and

WHEREAS, DON and GROW collaborate on events, communications, programming and planning efforts designed to increase public access and involvement with the P-Patch Program; and

WHEREAS, both DON and GROW see benefits in memorializing the nature of their cooperative relationship and the roles and responsibilities for each in further supporting and developing the City's P-Patch Program; and

NOW, THEREFORE, for good and valuable consideration, DON and GROW agree as follows:

1. Term of Agreement

The term of this Agreement shall commence when fully executed by all parties and shall terminate no later than December 31, 2030 unless amended by written agreement or

P-Patch Properties

terminated earlier under the termination provisions.

2. Roles and Responsibilities

DON manages the City's P-Patch Community Gardening Program and GROW has a long history of supporting the development of community gardens within the City. DON and GROW will be acting in their individual capacities, not as agents, employees, partners, joint ventures or associates of one another. General roles and responsibilities of the two parties are outlined below.

2.1 DON intends to:

- A. Enter into leases with GROW for P-Patch community gardens on those properties owned by GROW as authorized by SMC 3.35.080;
- B. Administer the P-Patch Program, including the development of application forms, issuance of permits, establishment of application and permit fees, and provision of fee assistance for eligible applicants for the use of community gardens, as authorized by SMC 3.35.060;
- C. Accept donations from GROW in support of the P-Patch Program and direct the expenditure of such donations, as authorized by SMC 5.78.180;
- D. Provide support for the development and distribution of the P-Patch Post, a gardening newsletter, such support to be agreed upon in writing at the beginning of each calendar year by the parties;
- E. With advice from the City's Risk Management office, assist GROW in the procurement of insurance for GROW's P-Patch community garden activities;
- F. Provide support for the annual Harvest Banquet, such support to be agreed upon in writing at the beginning of each calendar year by the parties;
- G. Provide DON staff representation at GROW monthly board meetings and other GROW sponsored events as needed; and
- H. Provide additional support as the parties from time to time may mutually agree upon in writing.

2.2 GROW intends to:

- A. Lease its properties, presently ~~seven-eight~~, to DON for use as community gardens in the P-Patch Program;
- B. Develop and publish the P-Patch Post and include at least one discount coupon to area gardening stores for each calendar year;
- C. Provide donations to DON to supplement City support for those participating in the P-Patch Program needing assistance in paying plot fees;
- D. Procure insurance; providing that GROW undertakes no obligation with

P-Patch Properties

respect to the adequacy of such insurance to satisfy reasonably foreseeable liabilities.

- E. Serve as fiscal sponsor for GROW project participants as needed;
- F. Provide workshops, training, and forums for community garden participants and site leaders; and
- G. Provide additional support as the parties from time to time may mutually agree upon in writing.

3. Nondiscrimination

The parties agree to comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and The City of Seattle, including but not limited to SMC Chapters 14.04, 14.10, and 20.42, as they may be amended from time to time, and rules, regulations, orders, and directives of the associated administrative agencies and their officers. Failure to comply with any of the terms of these provisions shall be grounds for termination of this Agreement.

4. Dispute Resolution

Any disputes or misunderstandings that may arise under this Agreement shall first be resolved through amicable negotiations, if possible, between the Director of DON and the President of the GROW Board of Trustees. If such parties do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. However, neither side shall be liable to the other for any unforeseeable damages. Any and all such dispute resolution processes shall take place within the State of Washington.

5. Termination

Either party may terminate this Agreement without recourse where either party determines that its participation under the terms of this Agreement no longer meets its needs or expectations. Termination will become effective after five business days following written notice to the other party.

6. Compliance with Law

Both parties will comply with all applicable laws of the United States and the State of Washington, the Charter, Municipal Code, and ordinances of The City of Seattle, and all applicable rules, regulations, orders, and directives of their administrative agencies and officers.

7. Applicable Law and Venue

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought to enforce the terms of

this Agreement shall be in the Superior Court of King County.

8. Entire Agreement

This Agreement constitutes all the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between any officer, agent, associate or employee of the City and any officer, agency, employee or associate of GROW prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and mutual benefits contained herein, the parties have executed this Agreement by having their representatives affix their signatures below.



Sam Read (01/20/2026 11:57:16 PST)

01/20/2026

Signature
Sam Read, Deputy Director
Dept of Neighborhoods

Date



Kristin Parker (01/18/2026 11:15:35 PST)

01/18/2026

Signature
Kristin Parker, President
GROW

Date

Recording requested by and when
recorded mail to:
P-Patch Program
Seattle Department of Neighborhoods
P.O. Box 94649
Seattle, WA 98124-4649

LEASE—Beyers' Bulldog Garden

Reference numbers of related documents: NOT APPLICABLE

Grantor(s): GROW

Grantee: THE CITY OF SEATTLE

Legal Description (abbreviated): Lot 13, MARINE VISTA ADDITION TO THE CITY OF SEATTLE, per plat thereof recorded in Volume 30 of plats, Page 16, records of King County, Washington.

Assessor's Property Tax Parcel Account Number(s): 515420-0055

THIS LEASE is made between **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, its successors and assigns (called the "City" herein) as lessee and **GROW**, formerly known as P-PATCH TRUST, a Washington non-profit corporation (called the "Lessor" herein), as Lessor.

PREMISES AND LEASE TERM

Lessor hereby leases to the City, and the City hereby leases from Lessor, certain unimproved land at 4807 54th Avenue SW, Seattle, WA 98116 described as follows("Premises"):

Lot 13, MARINE VISTA ADDITION TO THE CITY OF SEATTLE, per plat thereof recorded in Volume 30 of plats, Page 16, records of King County, Washington.

for a term commencing on January 1, 2025 and ending December 31, 2030.

The City and its designees shall have the right to enter the Premises prior to commencement of the Lease for any surveys, inspections and tests desired by the City, at the City's own risk and expense. The City shall have the option to renew this lease for an additional three years on the same terms and conditions, by giving written notice of renewal to Lessor at any time up to thirty days before the expiration of the initial term. The City shall have the right, by giving ninety days' advance written notice to Lessor, to terminate this lease at any time.

RENT

The City shall upon execution of this lease by both parties and receipt of invoice in form acceptable to the City, pay the Lessor the sum of two hundred (\$200.00) dollars per year. Invoices for each year will be sent to the City in December of the prior year and payments will be made within thirty (30) days.

POSSESSION; USE; CONDITION OF PREMISES

On the commencement date stated above the City shall be entitled to possession of the Premises in substantially the same condition as on the date of Lessor's signature on this lease, except as it may be modified by the City if the City is in possession under a prior lease. The Premises shall be used as a garden to be cultivated, in connection with the City's P-Patch community garden program, for recreational, educational, and open space purposes. The educational use of the Premises shall include, but not be limited to, teaching gardeners and the public about, and to employ, organic gardening principles, and sustainable organic composting and soil building practices. The City shall have the right to grade and fill the Premises as it shall deem appropriate for garden use, and to remove or alter any trees, shrubs and obstructions in order to facilitate such use. At the conclusion of the lease term the City shall restore the Premises to a neat and clean condition, removing all residue and materials resulting from the City's use, except that the City shall not be required to remove clean topsoil provided by the City at the conclusion. Any objection by Lessor to the condition of the Property shall be made by written notice to the City within thirty days after the termination of this lease, or shall be deemed waived for all purposes.

IMPROVEMENTS; SIGNS

The City and users of the Premises authorized by the City shall have the right to install improvements, including one or more sheds or structures accessory to the use authorized above, and shall have the right to remove at any time during the lease term any improvements that they may install, or that they may have installed during the term of a prior lease to the City. The City shall have the right to install signs related to the P-Patch program. Such improvements and signs shall not become the property of the Lessor, whether or not affixed to the Premises. At the conclusion of the lease term the City shall remove all improvements and signs installed during the lease term or during the term of any prior lease to the City or may leave improvements on site if agreed to in writing by both parties.

LIABILITY

The City shall defend, indemnify and hold the Lessor harmless from and against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage, if the liabilities, damages, costs and expenses arise from claims for injuries or damage to persons or property occurring on the Premises during the term

of this lease that are caused by the fault or negligence of the City, its employees, its agents or others who use the Premises during the lease, except to the extent that any fault or negligence of Lessor or persons related to Lessor contributes to causing such injuries or damage. The liability of the City under this Section is limited to the appropriations available for payment thereof, not otherwise committed or encumbered, in effect at the time a claim is made, plus any further appropriation that may later be made for the payment thereof. Lessor shall defend, indemnify and hold the City and its officials, employees, and volunteers harmless from and against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage, if the liabilities, damages, costs and expenses arise from claims for injuries or damage to persons or property occurring on the Premises that are caused by the fault or negligence of the Lessor or any persons related to Lessor, except to the extent that any fault or negligence of the City, its employees, agents or others who use the Premises during the lease term and are not persons related to Lessor shall have contributed to causing such injuries or damage. For purposes of this section, " persons related to Lessor" are (a) any members of the household or family of any Lessor that is a natural person; (b) any officers, directors, trustees, partners, employees, agents, members, volunteers, invitees or contractors of any Lessor; (c) any officers, employees, subcontractors or agents of any contractor that is a person related to Lessor; and (d) if the Premises are owned in trust, all trustees and beneficiaries of the trust. Nothing herein shall be construed to create any duty of the City or Lessor to any third party. The provisions of this Section shall survive expiration or termination of this Lease.

UTILITIES

The City shall pay water costs for the Premises. Lessor shall pay all real estate taxes, assessments and any other utility charges, but shall not be required to provide any utilities. Any water meter installed and paid for by the City during the term of this Lease or any prior lease to the City will remain the property of the City.

LESSOR'S ADDRESS

Written notices and rental payments shall be made to the Lessor at the following address: P.O. Box 19748, Seattle, WA 98109, or such other address as the Lessor shall provide to the City by written notice.

CITY'S ADDRESS

Written notices, requests and grievances, and any other inquiry to the City shall be made to: Department of Neighborhoods, P-Patch Program, P.O. Box 94649, Seattle, WA 98124-4649, or such other address as the City shall provide to the Lessor by written notice.

ENTIRE AGREEMENT, MODIFICATIONS

This lease contains the entire agreement of the parties regarding the leasing of the Premises and supersedes any other understandings or agreements, written or oral, except that any lease of the Property to the City that is in effect when this Lease is signed shall not be superseded until the commencement date of this Lease. No modification or addition to this Lease shall be binding unless in writing and signed by both parties.

IN WITNESS WHEREOF, the Lessor and the City have executed this lease agreement.

LESSOR: GROW


Kristin Parker (01/18/2026 11:15:35 PST)

01/18/2026

Signature

Kristin Parker, President

GROW

THE CITY OF SEATTLE


Sam Read (01/20/2026 11:57:16 PST)

01/20/2026

Signature

Sam Read, Deputy Director

Department of Neighborhoods

Summary and Fiscal Note

1. Legislation Summary

Department: LEG

Title: An ordinance relating to current use taxation; approving an application for classification of property located at 4807 SW 54th Street under the King County Public Benefit Rating System.

Background: This legislation would approve an application for current use taxation under the King County Public Benefit Rating System (PBRs) pursuant to the Revised Code of Washington (RCW) Chapter 84.34.

The application is from GROW for a 5,700 square foot (0.13 acre) property located at 4807 SW 54th Street.¹ The entire space is a community garden included in the City's P-Patch program (i.e., Beyer's Bulldog Garden P-Patch).

The current use taxation program provides an incentive for property owners to voluntarily maintain open space on private land by taxing the property at a lower rate based on its current use, rather than its potential value if developed for the most profitable use (e.g., residential or commercial purposes).

For enrollment in the program, the application must be approved by both City of Seattle and King County legislative authorities. The King County Hearing Examiner is scheduled to hold a public hearing on the application on May 28. If the King County

¹ Clerk File 323743 contains the application and the corresponding King County Report to City of Seattle that recommends approval of the application. <<https://clerk.seattle.gov/search/clerk-files/323743>>

Hearing Examiner recommends approval of the application, the County Council may vote on legislation to approve it at a separate meeting soon thereafter.

Summary Attachments: N/A.

2. Capital Improvement Program (CIP)

Does this legislation create, fund, or amend a CIP Project?

Yes

No

a. CIP Project Name:

b. Master Project ID:

c. Project Location:

d. Start Date:

e. End Date:

f. Total Project Cost Through 2030:

3. Summary of Financial Implications

Does this legislation have financial impacts to the City?

Yes

No

4. Other Impacts

a. Does this legislation require a public hearing?

Yes

No

b. Does this legislation require a notice to be published in The Daily Journal of Commerce and/or The Seattle Times?

Yes

No

c. Does this legislation affect a piece of property? Yes.

d. Race and Social Justice Initiative impacts:

1. How does this legislation affect vulnerable or historically disadvantaged communities? How did you come to this conclusion? Please consider both impacts within City government (like employees and internal programs) and in the broader community.

The legislation would shift the tax burden from this property to other properties in Seattle. The effect on any particular property would be minimal. Reducing the property tax burden for GROW would help to maintain this property as publicly accessible open space over the long-term for all users, including vulnerable or historically disadvantaged communities.

2. Please attach any Racial Equity Toolkits or other racial equity analyses used to develop or assess this legislation. N/A.

3. What is the Language Access Plan for communicating with the public about this legislation?

Implementation of the PBRS program is a King County function and any Language Access Plan would be undertaken by King County.

e. Climate change impacts:

1. Emissions: Will this legislation significantly increase or decrease carbon emissions? Attach any studies or materials that inform your answer. No anticipated impacts to carbon emissions.

2. Resiliency: Will this legislation make Seattle more or less able to adapt to climate change? If it reduces resiliency, explain what can be done to lessen the impact. The PBRS is a King County program authorized by state law that incentivizes property owners to maintain their property as long-term open spaces, helping to increase Washington's resiliency. Maintaining open space, including small pockets such as this parcel owned by GROW, can help

make Seattle more adaptable to climate change by mitigating urban heat island effects, improving stormwater management, and protecting natural resources.

f. If this legislation creates a new program or expands an existing one, what are the long-term, measurable goals? How will this legislation help achieve those goals? What methods will be used to track progress? N/A.

g. Does this legislation create a non-utility CIP that involves shared funding with a non-City partner or organization? N/A.

STATE OF WASHINGTON – KING COUNTY

--SS.

449044

No.

DEPT OF CONSTRUCTION/INSP A/P

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

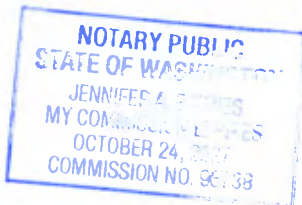
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:CURRENT USE TAXATION

was published on

04/30/26

The amount of the fee charged for the foregoing publication is the sum of \$199.85.



04/30/2026

[Signature]
Subscribed and sworn to before me on

[Signature]
Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle

NOTICE OF A SEATTLE CITY COUNCIL PUBLIC HEARING ON AN APPLICATION FOR CURRENT USE TAXATION

The Seattle City Council's Parks & City Light Committee will hold a public hearing on May 20, 2026, at 2:00 PM on an application for current use taxation pursuant to Revised Code of Washington (RCW) 84.34. The application requests use of King County's Public Use Benefit Rating System to reduce property taxes based on the current and ongoing use of the property for open space uses. The application is:

E25CT021S: Application from GROW for current use taxation "open space classification" for property located at 4807 SW 54th Street Seattle, WA 98116 (5,700 square feet/ 0.13 acre).

PUBLIC HEARING The City Council's Parks & City Light Committee will hold a public hearing on the application on May 20, 2026, at 2:00 PM. The hearing will be held in the:

City Council Chambers
2nd floor, Seattle City Hall
600 Fourth Avenue

Persons who wish to participate in or attend the hearing may be offered the opportunity to do so remotely. If this is the case, the City will provide instructions in the meeting agenda on how to participate remotely. Please check the Committee agenda a few days prior to the meeting at <http://www.seattle.gov/council/committees>.

Print and communications access is provided on prior request. Please contact Kelly Brown at (206) 840-1517 or via e-mail at Kelly.Brown@seattle.gov as soon as possible to request accommodations for a disability.

WRITTEN COMMENTS Written comments about the application will be accepted through 12:00 PM on May 19, 2026. Please send comments to Kelly Brown in Councilmember Debora Juarez's office, via e-mail at Kelly.Brown@seattle.gov, or by mail to:

Councilmember Debora Juarez
Seattle City Council
600 4th Avenue, 2nd Floor
PO Box 34025
Seattle, WA 98124-4025

INFORMATION AVAILABLE

The application and King County's report may be obtained from the City Clerk's legislative records webpage: <http://clerk.seattle.gov/search/clerk-files/>. Search for Clerk File 323743.

Information about King County's Public Benefit Rating System is available at: <https://kingcounty.gov/services/environment/stewardship/sustainable-building/resource-protection-incentives.aspx>

Questions concerning the public hearing may be directed to Kelly Brown in Councilmember Debora Juarez's office, by calling (206) 840-1517 or via e-mail at Kelly.Brown@seattle.gov.

Questions regarding the application may be directed to Karina Bull of the City Council Central Staff at (206) 715-2460 or Karina.Bull@seattle.gov or Bill Bernstein at the King County Department of Natural Resources and Parks at (206) 477-4643 or Bill.Bernstein@kingcounty.gov.

Date of publication in the Seattle Daily Journal of Commerce, April 30, 2026.

4/30(449044)

May 18, 2026

MEMORANDUM

To: Parks & City Light Committee
From: Karina Bull, Analyst
Subject: CB 121211: Application for Current Use Taxation for 2026

Introduction and Overview

On May 20, the Parks & City Light Committee (Committee) will hold a public hearing and may vote on Council Bill (CB) 121211 that would approve an application for enrollment in the current use taxation program for a property that is included in the City of Seattle (City) P-Patch program and is owned by [GROW](#). GROW is a nonprofit organization that creates inclusive garden communities and has supported the City's P-Patch program for almost 40 years.¹

E25CT021S: Application for open space classification from GROW for the [Beyers' Bulldog Garden P-Patch](#), a 5,700 square foot (0.13 acre) property located in the Seaview neighborhood at 4807 SW 54th Street.²

Approving this application would reflect the City Council's support for a 50 percent reduction in the property's taxable value in exchange for GROW's maintenance of the property as a public recreation area with unlimited public access. If the King County (County) Council also approves this application, the lower taxable value of the property would be reflected in the County's 2027 tax rolls.

This memorandum describes: (1) Washington State's current use taxation program; (2) the process for considering current use taxation applications; (3) the application for the property located at 4807 SW 54th Street; and (4) the impact of approving CB 121211.

Current Use Taxation

The [Revised Code of Washington \(RCW\) Chapter 84.34](#) provides an incentive for property owners to voluntarily maintain open space on private land by taxing the property at a lower rate based on its current use, rather than the assessed value of its "highest and best use" (i.e. the most profitable use, such as development for residential or commercial purposes).

In King County, applications for current use taxation for "open space classification" are filed with and reviewed by County Department of Natural Resources and Parks (DNRP). Using a

¹ GROW owns eight community gardens affiliated with the City's P-Patch program at the following locations: Ballard, Beyer's Bulldog Garden, Fremont, Greenwood, Judkins, Hazel Heights, Hillman City, and Pinehurst. All gardens are enrolled in the current use taxation program except for Beyers' Bulldog Garden (pending application) and the Ballard Garden (fully tax exempt). Council recently approved enrollment in the current use taxation program for gardens at Judkins and Hazel Heights in 2023 (ORD 126809) and Hillman City in 2024 (ORD 127049).

² [Clerk File 323743](#) contains the application and the corresponding King County Report on the application.

Public Benefit Ratings System (PBRs), the DNRP assigns points to applications based on the property’s eligibility for different types of open space resources.³ Open space resources include:

- Public recreation areas,
- Buffers to public lands,
- Linkages to pedestrian or bicycle trails,
- Designated historic landmark sites,
- View corridors,
- Urban open spaces, and
- Significant plant, wildlife, or fish habitats.

The DNRP also assigns bonus points for restoration of open space resources, conservation easements, and unlimited public access.

To be eligible for open space classification, the property must contain at least one or more qualifying open space resources and receive at least five points under the PBRs criteria. Open spaces with higher point totals receive larger reductions on property taxes, as shown in Exhibit 1.⁴

Exhibit 1. Public Benefit Rating and Property Tax Reduction

Public Benefit Rating	Property Tax Reduction
0 to 4 points	0 percent
5 to 10 points	50 percent
11 to 15 points	60 percent
16 to 20 points	70 percent
21 to 34 points	80 percent
35 points and above	90 percent

Owners of a property enrolled in the PBRs program must maintain the open space in the same or better condition as of the date it was approved for enrollment. Property stays in the program until (1) its owner withdraws the property; (2) it is removed by DNRP because it no longer meets the PBRs criteria; or (3) a change of use disqualifies the property. When a property is removed, the landowner is required to pay the difference between the amount of tax paid as open space and the amount that would have been paid for up to a maximum seven years, plus interest and possibly a 20 percent penalty.

³ King County promulgated the PBRs criteria pursuant to RCW 84.34.035.

⁴ Only portions of property set aside for open space are eligible for property tax reductions. Buildings and improvements, such as parking areas or driveways, are excluded from the calculation of the property tax reduction.

City Council Action on Current Use Taxation Applications

RCW 84.34.037 establishes the process to approve a current use taxation application, requiring the legislative bodies of the City and County to separately: (1) hold a public hearing and (2) take legislative action to approve the application. While the respective legislative bodies may choose to approve the application in part or in whole, they must each take the same action for the property to be enrolled in the PBRs program (i.e., if the City Council approves the application in whole, the County Council must do the same for the property to qualify for open space classification). The granting or denial of a current use taxation application is a legislative act and “is reviewable only for arbitrary and capricious decision-making.”⁵

RCW 84.34.037 also provides guidance for evaluating applications for current use taxation. It includes factors such as fiscal impacts, environmental benefits, recreational opportunities, and adjacent uses. King County’s PBRs criteria is designed to allow for a consistent rating of open spaces based on these factors.

Application E25CT021S

GROW acquired the property at 4807 SW 54th Street (City Council District 1) in 2024 from the previous owner, [Margaret Beyers](#), who gardened on it for many years and bequeathed it to GROW upon her passing.

Currently, the entire property is a community garden included in the City’s P-Patch program. Garden beds are tended collectively rather than being allocated to individual gardeners. The fruit and vegetables grown on the property are made available to the public and much of it is donated to food banks. The property also hosts community events and serves as a Community Emergency Hub. To activate the space, GROW plans to install accessible walkways and additional garden beds and may construct a covered plaza for community gatherings and accessible seating areas. There are no residential or commercial uses of the property; all use is open to the public.

In January 2026, the City’s Department of Neighborhoods and GROW entered into a coordination agreement and lease to memorialize the terms for using the property as a P-Patch. The terms limit use of the property to gardening for recreational, educational, and open space purposes, and are similar to lease terms for other properties owned by GROW in the P-Patch program. Exhibit 2 provides an aerial view of the property.

⁵ RCW 84.34.037.5.

Exhibit 2. Site Location



In GROW’s current use taxation application, the organization requested open space classification for two PBRs categories: public recreation area and unlimited public access. The DNRP assessed the property and recommended a total of 10 points under the PBRs criteria, as shown in Exhibit 3.

Exhibit 3. Public Benefit Rating for Application

Application Request	Public Benefit Rating
Open Space Resource <ul style="list-style-type: none"> Public recreation area 	5 points
Bonus Category <ul style="list-style-type: none"> Unlimited public access 	5 points
Total	10 points

For taxation purposes, the total of 10 points would result in 50 percent reduction in market value and a 50 percent reduction in taxable value for the property.

CB 121211

CB 121211 would establish the City Council’s approval of GROW’s current use taxation application for the property located at 4807 SW 54th Street.

As a reference point, using the property’s 2025 appraised value (\$502,000) and applied property tax (\$4,974) for exemplary purposes, approving CB 121211 would decrease the taxable value to \$251,000 and result in annual property tax of \$2,487.

Property taxes in Washington State are levied to raise a specified amount of revenue in a given year; this amount is then divided by the appraised value of all properties in Seattle. The reduction in the appraised value of properties participating in the PBRS program does not decrease the City's receipt of property tax revenue, but instead marginally increases the tax due from other properties in Seattle. Participation in the PBRS program therefore shifts the resulting tax savings to landowners in affected levy rate distributions through an increase in levy rates, which essentially results in no loss of property tax. Thus, approval of this application would have no fiscal impact to the City.

As mentioned, the County Council must also approve this application for the property to qualify for the reduced taxable value available for open space classification. The County Hearing Examiner is scheduled to hold a public hearing on the application on May 28, 2026. If the County Hearing Examiner recommends that the County Council approve the application, the County Council would likely consider this item for a vote in the coming months.

Next Steps

The Committee will hold a public hearing, discuss, and may vote on CB 121211 at its May 20 meeting. Note that a vote the same day as a public hearing requires passage of a motion by the Committee Chair to suspend City Council Rule VI.H.3.

If the Committee votes to recommend passage of CB 121211 on May 20, the City Council could vote on the legislation as early as June 2.

The County Hearing Examiner is scheduled to hold a public hearing on the application on May 28. If the County Hearing Examiner recommends approval of the application, the County Council may vote on legislation to approve it at a separate meeting soon thereafter.

If the City Council and County Council both approve this application in whole, the County would incorporate the lower taxable value of the property in its 2027 tax rolls.

Attachments

1. Beyer's Bulldog Garden Coordination Agreement and Lease between The City of Seattle Department of Neighborhoods and GROW

cc: Lish Whitson, Director
Calvin Chow, Deputy Director



SEATTLE CITY COUNCIL
CENTRAL STAFF

Current Use Taxation Application (2026) Council Bill 121211

KARINA BULL, LEGISLATIVE ANALYST

PARKS & CITY LIGHT COMMITTEE

MAY 20, 2026

Current Use Taxation Overview

The current use taxation program:

- Reduces property taxes in exchange for long-term open space preservation, as authorized by Revised Code of Washington (RCW) 84.34;
- Includes eligible open space, forest land, farmland, and landmarks;
- Requires evaluation by the King County Department of Natural Resources and Parks (DNRP) based on a “Public Benefit Rating System” (PBRs);
- Requires public hearings and approval from Seattle City Council and Metropolitan King County Council (in no particular order); and
- Shifts tax savings to other property owners (marginal increase) with no impact to total tax collections.

Application Site – 4807 SW 54th Street (5,700 square feet)

Beyers' Bulldog Garden P-Patch



Application Overview

- Property is owned by GROW, a nonprofit organization that creates inclusive neighborhood gardening communities, including 8 sites that are included in the City's P-Patch program.
- GROW acquired the property in 2024 from the previous owner, Margaret Byers, who gardened on the undeveloped property for many years and bequeathed it to GROW upon her passing.
- Property is currently used as a community garden included in the City's P-Patch program as Beyers' Bulldog Garden P-Patch. Volunteers care for the gardens and all produce is made available to the public with much of it donated to food banks.
- GROW plans to install accessible walkways and additional garden beds; and may construct a covered plaza with accessible seating for community gatherings.

King County PBRS Report

- DNRP assessed the property using PBRS criteria and recommended a credit of 10 points for the categories of public recreation area (5 points) and unlimited public access (5 points).
- For taxation purposes, 10 points would result in 50% reduction in market value and a 50% reduction in taxable value for the 5,700 square feet enrolled in the PBRS program.
- Using the 2025 appraised value (\$502,000) and applied property tax (\$4,974) for exemplary purposes, this reduction would decrease the taxable value to \$251,000 and result in a property tax of \$2,487.
- This reduction in the appraised value of property would not decrease the City's collection of property tax revenue but would instead marginally increase the tax due from all other properties in Seattle.

Next Steps

- CB 121211 would signal the City Council's approval of this application for current use taxation.
- If the Committee votes to recommend passage of CB 121211 on May 20, the City Council could vote on the legislation as early as June 2.
- The King County Hearing Examiner is scheduled to hold a public hearing on the application on May 28. If the Hearing Examiner recommends approval, the King County Council may consider and vote on approval soon thereafter.
- If the City Council and County Council *both approve the application in whole*, King County would incorporate the lower taxable value of the property in its 2027 tax rolls.

Questions?



Legislation Text

File #: CB 121212, **Version:** 1

Screen Reader Users: Make sure settings include reading strikethrough and underline font attributes.

The City of Seattle

Ordinance

Council Bill

An ordinance relating to Seattle Parks and Recreation; authorizing the Superintendent to enter into a ten-year contract with The Madison Park Cooperative Preschool to operate and provide management of the Madison Beach Park Bathhouse located at 1900 43rd Ave East.

Recitals:

Madison Beach Park Bathhouse is a City-owned public facility operated by Seattle Parks and Recreation (SPR).

SPR issued a Letter of Interest (LOI) in Quarter 1 of 2024 to determine interest in the Madison Beach Park Bathhouse for early childhood education operations from community organizations and businesses.

The Madison Park Cooperative Preschool (MPCP), a Washington State non-profit corporation, was the only organization to issue a letter in response to the LOI.

SPR chose to move forward with a new long-term contract based on the response to the LOI granting the new contract to the current Contract holder, MPCP.

MPCP provides cooperative preschool programs for children and community events.

MPCP's programs support early childhood education and provide public benefits that align with SPR's commitment to provide affordable opportunities to the public.

The programs offered by MPCP are essential to children being ready to start school and support the physical, social, emotional, and educational development necessary for all children. Therefore,

Be it ordained by The City of Seattle as follows:

Section 1. The Superintendent of Seattle Parks and Recreation (Superintendent), or their designee is authorized to execute for and on behalf of the City a Contract for the Operation and Use, substantially in the form of the Agreement between Seattle Parks and Recreation and The Madison Park Cooperative Preschool which is attached to this ordinance as Attachment 1 (Agreement).

Attachments:

Attachment 1 - Madison Beach Park Bathhouse Preschool Contract

This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council and signed in open session in authentication of its passage on .

President of the City Council
on .

Katie B. Wilson, Mayor

Attested on .

Scheereen Dedman, City Clerk

Seal

OPERATIONS & USE CONTRACT
MADISON BEACH PARK BATHHOUSE
BETWEEN
THE CITY OF SEATTLE, PARKS AND RECREATION
AND
MADISON PARK COOPERATIVE PRESCHOOL
Contract ID: PR0PC25-1527

THIS Operations and Use Contract (“Contract”) is entered into between the City of Seattle (“City”) operating by and through the Seattle Parks and Recreation (“SPR”) Department and the Superintendent (“Superintendent”) and The Madison Park Cooperative Preschool (“Contractor”) a Washington not-for-profit cooperation organized under the laws of the State of Washington.

RECITALS:

Madison Beach Park Bathhouse is a City-owned public facility operated by Seattle Parks and Recreation (SPR).

SPR issued a Letter of Interest (LOI) in Quarter 1 of 2024 to determine interest in the Madison Beach Park Bathhouse for early childhood education operations from community organizations and businesses.

The Madison Park Cooperative Preschool was the only organization to issue a letter in response to the LOI.

SPR chose to move forward with a new long-term contract based on the response to the LOI granting the new contract to the current Contract holder, The Madison Park Cooperative Preschool.

The Madison Park Cooperative Preschool is a Washington State nonprofit corporation providing cooperative preschool programs for children and community events.

The Madison Park Cooperative Preschool's programs support early childhood education and provide public benefits that align with SPR's commitment to provide affordable opportunities to the public.

The programs offered by The Madison Park Cooperative Preschool are essential to children being ready to start school and support the physical, social, emotional, and educational development necessary for all children.

In Consideration of the mutual covenants contained herein, City and Contractor covenant and agree as follows:

Article 1. DEFINITIONS

The following terms shall have the following meanings, except as otherwise specifically modified in this Contract:

- 1.1 "Premises" is defined for purposes of this Agreement as the interior space of Madison Beach Park Bathhouse located at 1900 43rd Ave East, Seattle, WA 98112, situated on real property described on Exhibit A (the "Property").
- 1.2 "Execution Date" means the date on which this Contract is signed by both parties.
- 1.3 "Expiration Date" means the date the Contract expires, unless amended.
- 1.4 "Superintendent" means the City's Superintendent of Seattle Parks and Recreation or their designee.
- 1.5 "Contract " means this Agreement, including all exhibits, attachments and addenda appended hereto, as now existing or hereinafter amended.
- 1.6 "City" means the City of Seattle

- 1.7 “SPR” means the City of Seattle’s Parks and Recreation department.
- 1.8 “Public Benefit” means the programs and services to be provided by the Contractor in exchange for an offset of use fees. Public Benefits can include but are not limited to fee discounts, scholarships, programming and stewardship activities. A Public Benefit may also be Community Programming if approved by the Superintendent.
- 1.9 “Public Benefit Report” means the document to be drafted by the Contractor and delivered to SPR identifying and quantifying delivered public benefit programming. The Public Benefit Report will be on the form attached as Exhibit D in this Agreement.
- 1.10 “Public Benefit Offset” means credits for services provided by the Contractor, in particular, the provision of Community Programming and building maintenance as described in Article 5.

Article 2. TERM OF AGREEMENT

The term of this Agreement shall start upon execution and expires ten years from the execution date unless amended by both parties or terminated based on the requirements stated in this contract.

Article 3. PREMISES

- 3.1 Grant. The City hereby grants the right to the Contractor to Operate and Use the Madison Beach Park Bathhouse, those certain premises referenced in Subsection 1.1 (“Premises”), which are located on the real property described on Exhibit A (“Property”). The Contractor shall have the use of the Premises year-round, January through June for school year programming, July through August for summer programming, and September through December for school year programming. The City will not permit the

use of the Premises to any other group at any time except for the grandfathered group, Sun of Madison, that uses the Bathhouse on Sundays, from 9:30AM to 11:30AM weekly. SPR's Beach Lifeguard Aquatic station is within the building, but outside the premises, facing the lake. The Contractor has no responsibility for the Lifeguard Aquatic station on the Premises.

3.2 Condition. The City allows the Use of the Premises, and the Contractor accepts the Premises in their "as is" condition.

3.3 Permitted Use. Contractor shall use the Premises for operating a cooperative preschool and for all necessary and related activities. With permission from SPR, as described in Article 8, the Contractor is also allowed to use the Premises for community events and community meetings and is responsible for the property at all times regardless of who is utilizing the Premises except in relation to the grandfathered group who utilizes the space as identified in Section 3.1.

3.4 Common Areas. During the Term, the Contractor and its licensees, invitees, and customers shall have the non-exclusive right to use the outdoor restrooms and other public areas of the Premises ("Common Areas") in common with the general public.

Article 4. PAYMENTS TO CITY

4.1 Use Fee, Utility Charge, Leasehold Tax Due Date. Commencing on the Execution Date the Contractor shall pay to the City at the address and to the account specified by the City, without notice or demand or any setoff or deduction whatsoever, in lawful money of the United States (a) the monthly amount of the Use Fee, Utility Charges, and, if applicable, Leasehold Excise Tax specified in Subsection 4.3 is due on the twentieth (20) day of each month. Any Additional Charges are due to the city within twenty (20) days after written notice. Use Fee and, if appropriate, as reasonably determined by the City,

Additional Charges shall be prorated on a daily basis for any partial month within the Contract Term and shall be paid upon the end of the first month or Contract Expiration date.

4.2 City Payment Locations. Use Fee, Utility Charges, and Leasehold Excise Tax (if applicable) can be paid to the City at the address shown below, or to such place as SPR may hereafter designate. Payments must include the invoice number and Customer number to be accurately applied to the correct account.

If Mailed:

City of Seattle

Treasury Department Accounts Receivable

PO Box 94626

Seattle WA 98124-6926

Contractor may also pay in person at:

Seattle Municipal Tower

700 Fifth Ave, Fourth Floor

Seattle, WA, 98104

4.3 Use Fee Amounts. Use Fee amounts are scheduled as indicated in this Section.

Contract Years are based on the Execution date of this Contract.

Contract Year	Use Fee in Cash (Monthly)	Public Benefit Due (Monthly)	Total Annual Use Fee	Total Annual Public Benefit	Total Combined Use Fee & Public Benefit	2-year total

Years 1&2	\$900	\$800	\$10,800	\$9,600	\$20,400	\$40,800
Years 3&4	\$1,050	\$900	\$12,600	\$10,800	\$23,400	\$46,800
Years 5&6	\$1,200	\$1,000	\$14,400	\$12,000	\$26,400	\$52,800
Years 7&8	\$1,400	\$1,200	\$16,800	\$14,400	\$31,200	\$62,400
Years 9&10	\$1,600	\$1,400	\$19,200	\$16,800	\$36,000	\$72,000
-	-	-	-	-	Total:	\$274,800

The 10-year contract value is \$274,800 (Two hundred seventy-four thousand, eight hundred dollars). If the contract is extended for any reason beyond year ten (10) the Use Fee will remain at year nine and ten Use Fee and Public Benefit Fee as indicated in the table above. Year one starts on day one of the contract execution date and is in effect for 12 months.

4.4 Late and Refused Payments. In the event the Contractor fails to pay any sum after such amount is due to the City, such amount shall bear interest at the rate of one percent (1%) per billing cycle from the date due until the date paid. Additionally, the bank fee charge shall be paid by the Contractor to the City for each check refused payment for insufficient funds or any other reason. If any of the fees or charges change, SPR shall provide a written explanation to the Contractor of the amount by which such fees and charges have changed.

Article 5. PUBLIC BENEFITS

- 5.1. Public Benefits Offset. The Contractor shall submit a Public Benefits Plan by August 1 annually (“Plan”) for each year of the Contract. The Plan will be set out on the form provided in Exhibit D or another form provided by or approved by the Superintendent. The Plan will set out Contractor’s plan to publicize and provide Public Benefits and programming, as well as the estimated Public Benefits Program Credit to be earned by each of these activities. In calculating the value of the expected Public Benefits Program Credit, the Contractor may consider the value of programming, scholarships, stewardship activities, capital improvements, and volunteer hours provided to the community and approved by SPR. The Plan will contain enough information for the Superintendent to confirm that the proposed programming is consistent with Contract goals and City policy and to verify the dollar value of any Public Benefits Program Credits to be earned by delivery of Public Benefits. The Superintendent, or designee, acting reasonably, shall approve or revise the Contractor’s Public Benefits Program Credit calculation following receipt of the Plan.
- 5.2 Public Benefits Report. The Public Benefits Report (“Report”) will be due from the Contractor no later than September 30th, annually. The Report shall be submitted along with the documentation necessary to demonstrate to the Superintendent’s reasonable satisfaction that the Contractor provided all Public Benefits described in the Plan for the year. The documentation shall consist of, but not be limited to, a Report (Exhibit D), which will detail total hours of programming, public service hours, number and amount of scholarships, free services and values for all of the above, demographics of clients, academic impact analysis, and total number of low income and diverse populations served, and other permitted uses, dates, identification of the user/groups, and purposes for non-programming uses. The information provided must

show how all elements of the report directly impact community, how the financials are determined, and any additional information as requested to show that the reported activities are true Public Benefits and support the needs of the community. Additional organizational brochures and pamphlets should be submitted with the report.

The Contractor will include in the Report a calculation of Public Benefits Program Credits (“Credits”) earned by the Contractor through reported public benefit programming and activities. This calculation will be made using the value of the Contractor’s fee discounts, scholarships, programming, capital programming, and stewardship activities based on the estimated values set out in the Plan. If the Contractor seeks credit for any activity not set out in the Plan or that differs from the estimated value in the Plan, the Contractor will provide a written explanation why the claimed Credits should be available for that activity. The Superintendent will verify the availability and amount of Credits earned and make any credits earned adjustment as may be required in the Superintendent’s reasonable discretion. If the Superintendent adjusts the Credits available from the amount claimed by the Contractor, the Superintendent will notify the Contractor of this adjustment and provide the Contractor an opportunity to clarify or explain the amount of the Credits claimed. The Superintendent’s determination of the value of Credits will be final and binding.

Contractor is required to meet the minimum Public Benefits amount annually as identified in Article 4, Subsection 4.3. If the Contractor surpasses the required annual amount in any year during the term, that additional amount will be credited to the ten (10) year Public Benefits requirement. If the Contractor is unable to meet the required amount and a credit is held from a previous year within this contract Term that amount will be applied to cover the shortage. If they are unable to meet the required Public Benefits within the ten (10) year term a cash payment will be made by the Contractor

to meet the shortage at the end of the contract. Any amount provided by the Contractor above the minimum amount by the end of the Contract will be retained by the City to support the full Fair Market Rent not charged to the Contractor. No amount of funds provided in Public Benefits in excess of the minimum required for the Contract Term will be paid by the City to the Contractor or be exchanged for payment of rent or for any Additional Fees or charges.

- 5.3. City Approval. If the Superintendent or designee cannot determine the benefits or value of Public Benefits set out in either the Plan or Report, Superintendent may request additional information or documentation within ten (10) days of receipt. The Contractor will provide any requested information or documentation within ten (10) days of receiving Superintendent's request. Failure to provide agreed Public Benefits set out in the Plan will be a breach of this Agreement in addition to making specified Credits unavailable as an offset against Use Fees.
- 5.4. Regular Review. The Contractor and City will review the Plan on a regular basis to determine if changes need to be made to the Plan based on community need, program need, City requirements, or global changes and needs. Plan changes will be agreed upon by both parties, captured in an official business letter, signed by both parties, and implemented in the annual Plan submitted to the City.

Article 6. TAXES

- 6.1. Taxes. If applicable, the Contractor shall pay to SPR monthly whatever Leasehold Excise Tax is assessed pursuant to Chapter 82.29A RCW as a requirement of the Contractor's use and occupancy of the Premises under this Agreement. In addition, the Contractor shall pay before their delinquency, all other taxes that may be due and

payable with respect to property owned by and the activities of Contractor on the Premises to the extent failure to do so could result in a lien against the Premises.

- 6.2. Offset Inapplicable to Taxes. The reduction and offsetting of any Use Fee pursuant to Article 5 hereof shall have no effect on the amount of any Leasehold Excise Tax due and payable to the City or any other tax obligation of the Contractor. Unless the Contractor is exempt from the payment of Leasehold Excise Taxes, all such taxes are required.

Article 7. UTILITIES

- 7.1 Utility Charges. Commencing on the Execution Date, the Contractor shall pay to the City a monthly Additional Utility Charge of \$150.00 (one hundred fifty dollars) for Contractor's use of utilities at the Premises, including but not limited to, electricity, water, and sewer. The Additional Utility Charge is payable at the same time and in the same manner as the Use Fee as indicated in Article 4.
- 7.2 Telecommunications and Data. The Contractor is responsible for any telephone or internet access required for their operations. No alterations or installation of services will be made to the structure of the facility without prior permission from SPR.
- 7.3. Refuse Collection, Recycling of Waste Materials. The Contractor shall provide all necessary housekeeping and janitorial services for the Premises to a level consistent with other similar SPR facilities and operations and to the Superintendent's reasonable satisfaction. The Contractor shall be responsible for proper storage and removal of trash, litter pickup, and recycling consistent with City standards.
- 7.4. Interruption. The City shall not be liable for any loss, injury, or damage to person or property caused by or resulting from any variation, interruption, or failure of services due to any cause whatsoever, including, but not limited to, electrical surges, or from failure to

make any repairs or perform any maintenance, unless the same is attributed to SPR's gross negligence. No temporary interruption or failure of such services incident to the making of repairs, alterations, or improvements or due to accident, strike or conditions or events beyond City's reasonable control shall be deemed an eviction of the Contractor or to relieve the Contractor from any obligations hereunder or to give the Contractor a right of action against the City for damages. Contractor acknowledges its understanding that there may be City-planned utility outages affecting the Premises and that such outages may interfere, from time to time, with Contractor's use of the Premises. The City has no obligation to provide emergency or backup power to the Contractor. The provision of emergency or backup power to the Premises or to enable the equipment therein to properly function shall be the sole responsibility of the Contractor. If utilities are interrupted at the Premises so as to render them unfit for their permitted uses, then the Use Fee for the year shall be abated for the duration of the disruption in the proportion that the number of days of the disruption bears to the number of days of the year.

Article 8. CONTRACTOR'S OPERATIONS

The Contractor must use the Premises to conduct Early Childhood Education (ECE) programming for children. The Premises may also be minimally used for community events and activities, and meetings for the programs and/or the community. If the Contractor chooses to allow other community groups to use the facility outside of their program hours, they are required to always have a representative of the program on site during use by another community group with the exception of the grandfathered group, Sun of Madison, which is not the responsibility of the preschool, but rather is the responsibility of the City. The Contractor can require reasonable payment for use of the space; however, all funds received must be used to support the Cooperative Preschool

programming or community activities provided at no cost. The Contractor is responsible for any damage or destruction done to the premises by any outside user of the Premises.

Contractor shall use the Premises only for the permitted use as above and more fully described below. As City's willingness to enter into this Contract with the Contractor was predicated, in part, on the nature of the Contractor's business, and the compatibility of such business with the Building, Contractor shall not use or permit the use of the Premises for any other business, or purpose, or under any other name, without City's prior written consent. The Contractor shall promptly comply, at its sole cost and expense, with such reasonable rules and regulations relating to the use of the Premises and Common Areas as City, from time to time, may promulgate. Any newly promulgated rules and regulations shall not materially interfere with the Contractor's business for the Permitted Use nor shall such rules and regulations restrict the Contractor's rights or increase its obligations hereunder. In the event of any conflict between the rules and regulations promulgated by the City and the terms of this Contract, the term of this Contract shall prevail.

The Contractor shall maintain the Premises in a clean orderly and neat fashion and to set a standard established for other similar SPR properties, permitting no objectionable odors to be emitted from the Premises and shall neither commit waste nor permit any waste to be committed thereon. Contractor shall not permit any accumulation of trash on or about the Premises. Contractor shall not create or contribute to the creation of a nuisance in the Premises and Contractor shall not engage in or permit any action that will disturb the quiet enjoyment of any other occupant in the Building.

Article 9 CONTRACTORS HOURS OF OPERATIONS

- 9.1 School Year and Summer Programs. The Contractor will be conducting programming during both the school year and summer months providing preschool opportunities, family events, community meetings, and other options as agreed upon with the Superintendent or designee. Annually, by August 31, the Contractor will submit the hours of operations and program timing to SPR for the school year and by June 1, for summer programming. Preschool operations are permitted to take breaks from programming in alignment with other school operations.
- 9.2 Closures. Subject to the Superintendent's prior approval, the Contractor may close the Premises or a portion thereof for a determined amount of time for repairs or any approved remodeling with a minimum of one week's prior notice to families and program participants. The Contractor shall close to accommodate reasonable operational requirements of City's business, upon thirty (30) days prior written notice to the Contractor, and the Contractor shall immediately close in the case of any emergency as determined by the Superintendent; provided, however, that if the Contractor closes pursuant to this sentence at the direction of the City, and if the Contractor remains closed at the direction of the City for more than three (3) days, then the Contractor's Use Fee and Additional Charges shall be prorated for the duration of the closure in the proportion that the number of days of the closure bears to the number of days in the month. The Contractor shall furnish an approved sign at the Premises entrance advising the public of any approved closures, unless closed at the direction of the City.

Article 10. ALTERATIONS BY CONTRACTOR

The Contractor shall not make any alterations, additions, or improvements in or to the Premises without first submitting to City professionally prepared plans and specifications for such work and obtaining the City's prior written approval thereof. The Contractor covenants that it will cause all alterations, additions, and improvements to the Premises to be completed at the Contractor's sole cost and expense by a contractor approved by the City and in a manner that (a) is consistent with the City approved plans and specifications and any conditions imposed by the City in connection therewith; (b) is in conformity with first-class, commercial standards; (c) includes acceptable insurance coverage for the City's benefit; (d) does not affect the structural integrity of the Premises or any of the Premises' systems; (e) does not disrupt the business or operations of any occupant of the Building; and (f) does not invalidate or otherwise affect the construction or any system warranty then in effect with respect to the Premises. The Contractor shall secure all governmental permits and approvals required for the work; shall comply with all other applicable governmental requirements and restrictions; and reimburse the City for any and all expenses incurred in connection therewith. Except as provided in Section 17 with regard to concurrent negligence, the Contractor shall indemnify, defend, and hold the City harmless from and against all losses, liabilities, damages, liens, costs, penalties, and expenses (including attorney's fees, but without waiver of the duty to hold harmless) arising from or out of Contractor's performance of such alterations, additions, and improvements, including, but not limited to, all which arise from or out of the Contractor's breach of its obligations under terms of this Section. All alterations, additions, and improvements (expressly including all light fixtures; heating and ventilation units; floor, window, and wall coverings, and electrical wiring) except Contractor's moveable trade fixtures and appliances and equipment not affixed to the

Premises (including without limitation furniture, computers, point of sale systems and registers) shall become the property of the City at the expiration or termination of this Contract without any obligation on its part to pay for any of the same. At the City's request, Contractor shall execute a deed or bill of sale in favor of the City with respect to such alterations and/or improvements. Notwithstanding the foregoing, Contractor shall remove all or any portion of such alterations and/or improvements on the expiration or termination of this Contract if the City specifically so directs, in writing, at the time of the City's issuance of its approval thereof. Within ninety (90) days after the completion of any alteration, addition, or improvement to the Premises, Contractor shall deliver to the City a full set of "as-built" plans of the Premises showing the details of all alterations, additions, and improvements made to the Premises by the Contractor.

Article 11. CARE OF PREMISES

- 11.1 General Obligations. The Contractor shall take good care of the Premises and shall reimburse the City for all damage done to the Premises that results from any act or omission of the Contractor or any of their officers, contractors, agents, invitees, licensees, volunteers, or employees.
- 11.2 Contractor Maintenance Obligations. The Contractor is responsible for the care and maintenance of all equipment owned by the Contractor. The Contractor is responsible for appliances (stoves, ovens, microwaves, refrigerators, etc.) for program use. The Contractor is responsible for lighting fixtures, plumbing fixtures, light bulbs, and other basic equipment necessary for the health and safety of the facility and the program participants.
- 11.3 Custodial Services for Premises. The Contractor shall keep the interior of the building in a neat, clean, and sanitary condition, and shall provide all general cleaning and janitorial

services, at no cost or expense to the City, as may be required for the Premises. The Contractor shall furnish all cleaning supplies and materials needed to operate such areas in the manner prescribed in this Contract; the Contractor shall provide all necessary janitorial services to adequately maintain the inside of such areas using a company reasonably approved by the City. Contractor shall be responsible for keeping the areas immediately adjacent to the perimeter of such areas free of litter and clean of spills resulting from Contractor's operations.

11.4 Failure to Care for Premises. If, after the City provides written notice to the Contractor of the Contractor's failure to comply with this Section, Contractor fails to take good care of such areas, the City, at its option, may do so, and in such event, upon receipt of written statement from the City, Contractor shall promptly pay the entire actual cost thereof as an Additional Charge. City shall have the right to enter the Premises for such purposes. City shall not be liable for interference with light, air, or view.

11.5 City Maintenance Obligations. All normal repairs necessary to maintain the Building (including the structural aspects and exterior of the Premises), the Common Areas, and the heating, ventilation, utility, electric, plumbing, and other systems and equipment serving the Building (including the Premises) in a reasonably good operating condition, as determined by the City, shall be performed by the City at its expense. The foregoing sentence does not extend to maintenance occasioned by an act of omission of the Contractor or its officers, agents, employees, invitees or contractors. Except in the event of the City's gross negligence or intentional misconduct, there shall be no abatement or reduction of rent arising by reason of the City's making of repairs, alterations, or improvements.

11.6 Alterations. The City, in its discretion, may increase, decrease, or change the number, locations and dimensions of any hallways, lobby areas, Common Areas, and other improvements shown on the property that are not within the Premises. Such increase, decrease, or change shall not materially interfere with Contractor’s use of the Premises as permitted in Subsection 3.3 Permitted Use. The City reserves the right from time to time to (i) install, use, maintain, repair, relocate, and replace pipes, ducts conduits, wires, and appurtenant meters and equipment for service to the Premises, or to other parts of the Building/Property where the Premises are located in areas above the suspended ceiling surfaces, below the floor surfaces, within the walls and elsewhere in the Building; (ii) to alter or expand the Building/Property; and (iii) to alter, relocate, or substitute any of the Common Areas. In performing any work described in (i), (ii), and (iii) of this subsection, the City shall make every reasonable effort to perform the work when school or programs are not in session, to notify the Contractor in advance of any work anticipated to affect the Premises, and to work with the Contractor in order to minimize any interruption or adverse effects on Contractor’s use of the Premises. If the Contractor’s employees are not personally present to permit entry and an entry is necessary in an emergency, the City may enter by master key or forcible entry without rendering the City liable except in the event of the City’s gross negligence or intentional misconduct. Nothing contained herein shall be construed to impose upon the City any duty to repair or other obligation not specifically stated in this Contract.

11.7 Prohibition Against Installation or Integration of Any Work or Visual Art on the Premises Without City’s Consent. The City reserves to and for itself the right to approve or disapprove of the installation or integration on or in the Premises of any “work of visual art,” as that term is defined in the Visual Rights Act of 1990, as now existing or as later amended, and to approve or disapprove of each and every agreement regarding any

such installation or integration. The Contractor shall not install on or integrate into or permit any other person or entity to install on or integrate into, the Premises any such work of visual art without the City's prior, express, written consent. The City's consent to installation of any such artwork may be granted, granted upon one or more conditions, or withheld in the City's discretion.

- 11.8 Contractor Indemnification of City Against Liability under Visual Artists Rights Act of 1990. The Contractor shall protect, defend, and hold the City harmless from and against any and all claims, suits, actions, or causes of action, damages and expenses (including attorneys' fees and costs) arising as a consequence of (a) the installation or integration of any work of visual art on or into the Premises; or (b) the destruction, distortion, mutilation, or other modification of the art work that results by reason of its removal; or (c) any breach of Subsection 11.5 of this Contract; or (d) any violation of the Visual Artists Rights Act of 1990, as now existing or hereafter amended; by the Contractor or any of its officers, employees, or agents. This indemnification obligation shall exist regardless of whether the City or any other person employed by the City has knowledge of such installation, integration, or removal or has consented to any such action or is not required to give prior consent to any such action. The indemnification obligation of this subsection shall survive the expiration or earlier termination of this Contract.

Article 12. KEYS

- 12.1 Keys. Access through keys is granted to the Contractor by the City. The City oversees access for the security and safety of the Building. The SPR facilities Access and Security systems unit designates management and can terminate access, or request the return of City property including, but not limited to keycard, keys, electronic keys (CyberKey), etc., with notice. Upon request to surrender city issued keys and/or badges, the Contractor

must return those items to an approved Contracts Administration & Support Office (CASO) designee or directly to the SPR Access Control unit.

Each key must be assigned and checked out by the Contractor for whom they will be issued. All costs associated with replacing any keys will be the responsibility of the Contractor including if SPR deems lock core replacement necessary. If applicable, an alarm code will be provided by SPR and can only be given to Contractor's staff.

12.2 Key Audits. The City may request key audits at any time, without notice. A response is required within seventy-two (72) hours of a key audit request. Audits initiated by the city may be performed on site or scheduled with SPR's Access Control team, as determined by SPR Access Control Team. SPR will provide instruction at the time of a Contractor initiated audit.

12.3 Lost or Stolen Keys/Electronic Keys/Keycards. If a key is lost or stolen, the Contractor must notify the SPR Access Control team immediately. The Contractor will be billed for the cost of rekeying the door(s) in an amount to be determined by SPR. The current cost for replacement of keys and keycards is fifty dollars (\$50.00) each, and two hundred and fifty dollars (\$250.00) for electronic keys (CyberKey). All keys, electronic keys, and keycards remain the property of the City and **Duplication is Strictly Prohibited**. Access Control number is 206-684-4021 or email @ accesscontrols.parks@seattle.gov.

Article 13. SIGNS AND ADVERTISING

13.1 Signs. Contractor shall not inscribe, post, place, or in any manner display any sign, notice, picture, poster, or any advertising matter whatsoever anywhere in or about the Premises, without the Superintendent's prior written consent. The Contractor shall remove all signage at the expiration or termination of this Contract and repair any damage or injury to the Premises.

- 13.2 On-Premises Signs. The Contractor may install approved permanent exterior signage. Temporary signs or banners not more than 24 square feet in size may be displayed on or about the Premises to advertise a special event beginning as agreed upon before the event advertised through the conclusion of such event. Exterior signage shall include the Premises' name, Contractor's name, and the SPR logo and shall be constructed in a style and size consistent with SPR's sign policy.
- 13.3 Recognition. On materials printed after the date this Contract becomes effective, Contractor shall include a statement and the SPR logo on its printed materials stating, in effect, that: "*Seattle Parks and Recreation is a partner in supporting Madison Park Cooperative Preschool.*"

Article 14. SURRENDER OF PREMISES

- 14.1 General Matters. At the expiration or termination of the Contract Term, the Contractor shall return the Premises to the City in the same condition in which it was received on the Execution Date (or, if altered, then the Premises shall be returned in such altered condition unless otherwise directed by the City pursuant to Article 10) reasonable wear and tear, casualty and condemnation damages not resulting from or contributed to by negligence of Contractor, excepted. Prior to such return, the Contractor shall remove its moveable trade fixtures and appliances and equipment that have not been attached to the Premises and shall repair any damage resulting from their removal. In no event shall the Contractor remove floor coverings; heating or ventilating equipment; lighting equipment or fixtures; or window or wall coverings unless otherwise specifically directed by the City in writing at the time when the City's approval of their installation is issued. The Contractor's obligations under this Section shall survive the expiration or termination of this Contract. The Contractor shall indemnify the City for all damages and losses

suffered as a result of Contractor's failure to remove voice and data cables, wiring and communication lines and moveable trade fixtures and appliances and to redeliver the Premises on a timely basis.

- 14.2 Cable and Wiring. Notwithstanding any provision to the contrary in this Contract and if the City so directs, on or by the expiration date, or if the Contract is terminated before the expiration date, within fifteen (15) days after the effective termination date, whichever is earlier, the Contractor shall remove all voice and data communication and transmission cables and wiring installed by or for the Contractor to serve any telephone, computer, or other equipment located in that portion of the Premises. Cables and wiring shall include all of the same located within the interior and exterior walls, through or above the ceiling, or through or below the floor, vertical or horizontal riser, raceway, conduit, channel, or opening connection opening of such portion of the Premises to be vacated and surrendered to the City as of such expiration date or earlier termination date. The Contractor shall leave the mud rings, face plates, and floor boxes in place.

Article 15. COMPLIANCE WITH LAW

- 15.1 General Requirements. The Contractor, at no cost to the City, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter and Municipal Code of the City of Seattle; and rules, regulations, orders and directives of their administrative agencies and the officers thereof, as such enactments now exist or are hereafter enacted or promulgated. The Contractor shall promptly comply, at its sole cost and expense, with all laws, ordinances and regulations now in force or hereafter adopted relating to or affecting the condition, use or occupancy of the Premises. Whenever the Contractor is informed of any violation of any such law, ordinance, rule, regulation, license, permit or authorization committed by it or any of its

officers, employees, contractors, subcontractors, agents, or invitees, the Contractor shall immediately desist from and/or prevent or correct such violation.

15.2 Licenses and Other Authorizations. The Contractor, at no cost to the City, shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits and similar legal authorizations, and comply with all requirements thereof, and shall submit to SPR evidence of the Contractor's satisfaction of all such requirements prior to the commencement of any modification of the Premises. The Contractor shall be responsible for payment of all fees and charges incurred in obtaining any required permits or other governmental approvals.

15.3 Nondiscrimination. The Contractor agrees to and shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code, as they may be amended from time to time, and rules, regulations, orders and directives of the associated administrative agencies and their officers, including the obligation to affirmatively act as described under the referenced Seattle Municipal Code.

The Contractor shall not discriminate against any employee, applicant for employment, student or prospective student and/or such student's family, because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor shall affirmatively try to ensure all applicants, employees, students, prospective students, and their families are treated equally, without regard to race, color, age, sex, marital status, sexual orientation, gender identify,

political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap. Such efforts include, but are not limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training as well as acceptance of student applications.

15.4 Americans with Disabilities Act. The Contractor acknowledges that the Americans with Disabilities Act (the “ADA”) requires that programs, services, and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to individuals with a disability. With respect to its Operations, the Contractor shall comply with the ADA and any other federal, state, or local disability rights legislation, including but not limited to the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; and the Washington Law Against Discrimination, Wash. Rev. Code Ann. § 49.60. The Contractor shall not discriminate against any individual with a disability in the provision of services, benefits, or activities pursuant to this Agreement. The Contractor shall provide reasonable accommodations for participants and patrons with disabilities upon request, including but not limited to providing sign-language or oral interpretation, assistive listening devices, or alternate formats of written materials. The Contractor may establish reasonable timeframes for requests for accommodations and will communicate the timeframes in any advertising. The Contractor shall promptly respond to and resolve any complaints regarding accessibility of its programs and shall notify the City of all accessibility complaints relating to the Madison Park Bathhouse within 72 hours of receipt.

- 15.5 Liens and Encumbrances. The Contractor shall keep the Premises free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the Premises. If, because of any act or omission of the Contractor, any mechanic or other lien or order for payment of money shall be filed against the Premises, the Contractor shall promptly notify the City of the same and, at the Contractor's sole expense, cause the same to be discharged or bonded within thirty (30) days after the date of notice of such filing. At the City's request, the Contractor shall furnish the City written proof of payment of any item that would or might constitute the basis for such a lien on the Premises if not paid.
- 15.6 Hazardous Substances. The Contractor shall not, without the City's prior written consent, keep on or about the Premises any substances designated as, or containing any component now or hereafter designated as hazardous, dangerous, toxic, or harmful and/or subject to regulation under any federal, state, or local law, regulation or ordinance ("Hazardous Substances"), except customary office, kitchen, cleaning, and other related supplies in normal quantities handled in compliance with applicable laws. With respect to any Hazardous Substances stored with City's consent, Contractor shall promptly, timely, and completely comply with all governmental requirements for reporting and record keeping; submit to City true and correct copies of all reports, manifests, and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities; within five (5) days after the City's request therefor, provide evidence satisfactory to the City of Contractor's compliance with all applicable governmental rules, regulations, and requirements; and comply with all governmental rules, regulations, and requirements including those regarding the proper and lawful use, sale, and transportation generation, treatment, and disposal of Hazardous Substances. Any and all costs

incurred by the City and associated with the City's inspection of the Premises and City's monitoring of Contractor's compliance with this Subsection, including City's attorney's fees and costs shall be Additional Charges and shall be due and payable to the City within ten (10) days after the City's demand therefor, if the Contractor's violation of this Subsection is discovered as a result of such inspection or monitoring. The Contractor shall be fully and completely liable to the City for any and all cleanup costs and expenses and all other charges, expenses, fees, fines, penalties (both civil and criminal) and costs imposed with respect to Contractor's use, disposal, transportation, generation and/or sale of Hazardous Substances in or about the Premises. The Contractor shall indemnify, defend and hold the City harmless from any and all of the costs, fees, penalties, charges, and expenses assessed against, or imposed, upon the City (as well as City's attorney's fees and costs) as a result of Contractor's use, disposal, transportation, generation, and or/sale of Hazardous Substances on or about the Premises. The indemnification obligation of this subsection shall survive the expiration or early termination of this Contract.

Article 16. BACKGROUND CHECKS AND IMMIGRANT STATUS

The City may require background checks for some or all of the Contractors and their employees and contracted workers who may perform work under this Agreement. The City reserves the right to require such background checks at any time. The City has strict policies regarding the use of background checks, criminal checks, and immigrant status for contract workers. The policies are incorporated into this Agreement and available for viewing on-line at <http://www.seattle.gov/purchasing-and-contracting/social-equity/background-checks>.

Federal Immigration Enforcement Notification Requirements

- A. This Section applies to Contractors and their employees and contracted workers who
 - (i) are working at City facilities and properties, or
 - (ii) have access to City records, databases, technology, or information systems.
- B. As used in this Section, “Federal Immigration Authority” means an employee or agent of any federal immigration agency, including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO) Customs and Border Protection (CBP), and U.S. Citizenship and Immigration Services (USCIS) or any other federal agency representative seeking to enforce immigration law.
- C. Prior to responding to any requests from the Federal Immigration Authority for access to City property or City information provided to Contractors through this Agreement, the Contractor shall notify the Project Manager immediately.

Such requests may include:

- a. requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as “private” or “employee only”); or
 - b. requests for City records, databases, technology or information (written or oral).
- D. Access to non-public areas or information shall not be provided without prior review and consent of the City. The Contractor shall request that the Federal Immigration Authority wait until the Contractor is able to verify the credentials and authority of the Federal Immigration Authority and direct the Contractor on how to proceed.

E. Contractor shall inform its employees and subcontractors of the requirements of this Section and shall include the requirements in this Section in all subcontracts for work under this Agreement.

F. The requirements in this Section are intended to enable the City to verify that access to non-public City facilities, property, and information complies with federal and local law. Nothing in this Section shall be construed to require any City employee, the Contractor its employees, or its subcontractors to obstruct, interfere with, or otherwise fail to comply with requirements of federal and local law.

Article 17. INDEMNIFICATION AND INSURANCE

17.1 Indemnification. The Contractor shall indemnify the City for and against any liability, claim, damage, cost or expense (including reasonable attorneys' fees) arising from or relating to the use and occupancy of the Premises and any portion thereof, and any act or omission of the Contractor or any of its officers, employees, agents, contractors, invitees or volunteers on the Premises, and any claim by a third party arising from any of the foregoing. If any suit or action is brought against the City, the City shall give reasonable notice of such suit or action to the Contractor. Upon receipt of such notice, the Contractor shall defend the City, at no cost and expense to the City, and promptly satisfy any final judgment adverse to the City or to the City and the Contractor jointly. If the City determines one or more principles of governmental or public law are involved, the City retains the right to participate in such action. The above liability shall not be diminished even if any death, injury, damage, loss, cost, or expense may have been, or may be alleged to have been, contributed to by the negligence of the City or its officers, employees, or agents; provided, that nothing contained in this section shall be construed as requiring the Contractor to indemnify the City against liability for

damage arising out of bodily injury to a person or damage to property caused by or resulting from the sole negligence of the City or any of its officers, employees, or agents.

17.2 Survival of Indemnification Obligation. The indemnification obligations of the Contractor hereunder shall survive the expiration or earlier termination of this Agreement.

17.3 Insurance to be secured by Contractor. Prior to the commencement of any activity on the Premises under this Agreement, the Contractor shall secure and shall thereafter maintain in full force and effect at no expense to City, insurance as specified in Exhibit B, Insurance Requirements. Insurance fulfilling these requirements is a condition for use of the premises and any programming on the premises. Updated insurance documents must be provided to the City before current insurance coverage expires.

If the Certificate of Insurance and the Endorsement or the Binder are not submitted to SPR and approved by the City before the current insurance expiration date, the Contractor may not use the Premises or provide programming on the Premises until it has submitted the required insurance documents. If the Contractor disregards this provision and attempts to use the Premises or continue programming on the Premises without proper insurance, SPR may choose to discontinue the Contractor's access to the Premises until all documents have been submitted to and approved by the City. If SPR has to change the lock core and keys due to discontinued access to the Premises, then the Contractor will be required to pay for the new lock core and each new key requested. Reentry to the facility will be provided once both insurance documents are approved, and the cost of the lock core and keys has been paid in full.

- 17.4 Insurance Changes. If at any time the City determines then-current insurance coverages and limits of liability to be inadequate to protect the interests of the City, the City may require the Contractor to increase said coverage and/or liability limits to such amounts as the City shall deem reasonable within sixty (60) days after the date of notice to the Contractor. If the Contractor fails to update its insurance coverage as requested by the deadline, the City may follow the procedure outlined in Subsection 17.3 to prohibit the Contractor from operating on the Premises without appropriate insurance.
- 17.5 Notice of Cancellation. The Contractor shall ensure that all insurance contracts provide for notice of cancellation to the City at the addresses shown in Article 27, Subsection 27.2 not less than thirty (30) days prior to the date of cancellation, except in cases of cancellation for non-payment premiums, in which case notice shall be given not less than ten (10) days prior to the date of cancellation.
- 17.6 General Requirements for Insurance. The limits of liability described in Exhibit B are minimum limits of liability only. Regardless of provisions to the contrary under the terms of any insurance policy maintained by the Contractor, the specification of any such minimum limits shall neither be (1) intended to establish a maximum limit of liability to be maintained by the Contractor as respects this Agreement, nor (2) construed as limiting the liability of any of the Contractor's insurers, which must continue to be governed by the stated limits of liability of the relevant insurance policies.
- 17.7 Subject to Approval. Each insurance policy required hereunder shall be (1) subject to reasonable approval by the City that it conforms with the requirements of this Section and Exhibit B, and (2) be issued by an insurer rated A- or higher in the then-current

A.M. Best's Key Rating Guide and licensed to do business in the State of Washington unless procured under the provision of chapter 48.15 RCW (Unauthorized insurers). Any deductible or self-insured retention ("S.I.R.") must be disclosed to SPR and shall be subject to reasonable approval by the City. The Contractor shall cooperate to provide such information as the City may reasonably deem to be necessary to assess the risk bearing capacity of the Contractor to sustain such deductible or S.I.R. The cost of any claim falling within a deductible or S.I.R. shall be the responsibility of the Contractor. If a deductible or S.I.R. for GL or equivalent insurance is not "fronted" by an insurer but is funded and/or administered by the Contractor or a contracted third-party claims administrator, the Contractor agrees to defend and indemnify the City to the same extent as the City would be protected as an additional insured for primary and non-contributory limits of liability as required herein by an insurer.

Article 18. DAMAGE OR DESTRUCTION

- 18.1 Report of Damage or Destruction. If the Premises are partially or wholly destroyed or damaged by fire, earthquake, or other casualty, the Contractor shall notify SPR in writing within twenty-four (24) hours after its discovery.
- 18.2 Use Fee Obligation in Event of Damage or Destruction. If the Premises are destroyed or damaged by fire or other casualty, and such destruction or damage is so extensive as to render such Premises unusable (either because of the need to rebuild or to clean and refurbish the same), and if the Contractor has given timely notice of such destruction or damage as provided by Article 18, then the Contractor's obligation to pay the Use Fee shall be abated until the date that the Premises are made useable. The unusability of the Premises and the duration of any such Use Fee abatement shall be reasonably determined by the Superintendent and confirmed by one or more notices to the Contractor. Suppose only a portion of the Premises is damaged or

destroyed by fire or other casualty but the remainder of such Premises remains usable, as reasonable determined by the Superintendent, and the Contractor has given timely notice of such destruction or damage as provided by this Article. In that case, the Contractor shall pay a reduced Use Fee that is proportionate to the extent of the Premises that remains usable for the purposes identified in Article 8 hereof, which reduced Use Fee amount shall be reasonably determined by the Superintendent and identified by notice to the Contractor, and paid by the Contractor through the date reasonably specified by the Superintendent in such notice or the late date specified in any subsequent notice.

18.3 Community Programming Obligation in Event of Damage or Destruction. If the Premises are destroyed or damaged by fire or other casualty, and such destruction or damage is so extensive as to render such Premises unusable (either because of the need to rebuild or to clean and refurbish the same), then the Contractor's obligation to provide Community Programming shall be abated until the date that the Premises are made useable. The unusability of the Premises and the duration of any such Community Programming abatement shall be reasonably determined by the Superintendent and confirmed by one or more notices to the Contractor. If only a portion of the Premises is damaged or destroyed by fire or other casualty but the remainder of such Premises remains usable, as reasonably determined by the Superintendent, then the Contractor shall offer a reduced schedule of Community Programming and/or offer Community Programming with a reduced capacity, as shall be reasonably determined by the Superintendent, in consultation with the Contractor, and identified by notice to the Contractor.

18.4 Rebuilding and Repair. The City, in its sole discretion, may either repair, rebuild, or demolish the Premises. If the City elects to repair or rebuild, then upon written notice

from the Superintendent, the Contractor shall reoccupy the Premises, the Use Fee abatement, or the reduction provided pursuant to this Article shall be discontinued, the full Use Fee shall again be due and payable, and the Community Programming schedule shall resume. The City shall not be liable to the Contractor for damages, compensation or any other sum for inconvenience, loss of business, or disruption arising from any repair, rebuilding, or closure of any portion or the whole of the Premises. Nor shall the City be required to repair or replace any equipment or property located on the Premises and owned or maintained by the Contractor or other users of the Premises.

18.5 Termination Rights in Event of Damage or Destruction.

- By Contractor: If a loss to any portion of the Premises effectively renders the entire Premises unusable in the reasonable opinion of the Superintendent, then the Contractor may elect to terminate this Agreement.
- By City: Unless SPR, within sixty (60) days after the occurrence of any such damage or casualty, gives notice to the Contractor of the City's election to restore the Premises, this Agreement shall automatically terminate.

Article 19. ASSIGNMENT OR SUBLEASE

Contractor shall not sublet or encumber the whole or any part of the Premises, nor shall this Contract or any interest thereunder be assignable or transferable by operation of law or by any process of any court or otherwise without the prior written consent of the City, whose consent shall be given or withheld in its sole discretion. The granting of consent to a given transfer shall not constitute a waiver of the consent requirements as to future transfers. Any assignment or sublease, without the City's prior written consent, at the City's option shall be voided. No assignment or sublease

shall release the Contractor from primary liability hereunder. Each assignment or sublease shall be by an instrument in writing in a form satisfactory to the City. If the Contractor is a corporation, then any transfer of the Contract by merger, consolidation, or liquidation, or any direct change, in the ownership of, or power to vote the majority of, Contractor's outstanding voting stock, shall constitute an assignment for the purposes of this Contract. If the Contractor is a partnership, then a change in general partners in or voting or decision-making control of the partnership shall also constitute an assignment.

Article 20. ASSIGNMENT BY THE CITY

If the City sells or otherwise transfers the Premises, or if the City assigns its interest in this Contract, such purchaser, transferee, or assignee therefore shall be deemed to have assumed the City's obligations under this Contract arising after the date of such transfer, but this Contract shall otherwise remain in full force and effect. The Contractor shall attorn to City's successor, which assumes and agrees to perform all of the City's obligations under this Contract.

Article 21. EMINENT DOMAIN

21.1 Taking. If all of the Premises are taken by Eminent Domain, this Contract shall terminate as of the date the Contractor is required to vacate the Premises, and all Use Fees and Additional Charges shall be paid to that date. The term "Eminent Domain" shall include the taking or damaging of property by, through, or under any governmental or statutory authority, and any purchase or acquisition in lieu thereof, whether the damaging or taking is by government or any other person. If a taking of any part of the Premises by Eminent Domain renders the remainder thereof unusable for the business of the Contractor, in the reasonable judgment of the City, the

Contractor may, at the option of either party, be terminated by written notice give to the other party not more than thirty (30) days after the City gives the Contractor written notice of the taking, and such termination shall be effective as of the date when the Contractor is required to vacate the portion of the Premises so taken. If this Contract is terminated, all Use Fees and Additional Charges shall be paid to the date of termination. Whenever any portion of the Premises is taken by Eminent Domain and this Contract is not terminated, the City, at its expense, shall proceed with all reasonable dispatch to restore, to the extent of available proceeds and to the extent it is reasonably prudent to do so, the remainder of the Premises to the condition they were in immediately prior to such taking, and the Contractor, at its expense, shall proceed with all reasonable dispatch to restore its personal property and all improvements made by it to the Premise to the same condition they were in immediately prior to such taking, to the extent award is available therefor. The Use Fee and Additional Charges payable hereunder shall be reduced from the date the Contractor is required to partially vacate the Premises in the same proportion that the useable area taken bears to the total useable area of the Premises prior to taking.

21.2 Award. Except as otherwise provided below, the City reserves the right to the entire damage award or any payment for any taking by Eminent Domain, and the Contractor waives all claim whatsoever against the City for damages for termination of its leasehold interest in the Premises or for interference with its business. The Contractor hereby grants and assigns to the City any right the Contractor may now have or hereafter acquire to such damages and agrees to execute and deliver such further instruments of assignment as the City, from time to time, may request. The Contractor, however, shall have the right to claim from the condemning authority all compensation that may be recoverable by the Contractor on account of any loss

incurred by the Contractor in moving the Contractor's merchandise, furniture, trade fixtures, and equipment and the cost of restoring its personal property and improvements made by it to the Premises.

Article 22. DEFAULT BY CONTRACTOR

22.1 Definition. If the Contractor violates, breaches, or fails to keep or perform any term, provision, covenant, or any obligation of this Contract; or if the Contractor files or is the subject of a petition in bankruptcy, or if a trustee or receiver is appointed for the Contractor's assets or if the Contractor makes an assignment for the benefit of the creditors, or if the Contractor is adjudicated insolvent, or becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or liquidated, voluntarily or otherwise; then the Contractor shall be deemed in default. ("Default")

22.2 City Remedies. If the Contractor has defaulted and such Default continues or has not been remedied to the reasonable satisfaction of the Superintendent within thirty (30) days after written notice thereof has been provided to the Contractor, then the City shall have the following nonexclusive rights and remedies at its option. (1) to cure such default on the Contractor's behalf and at the Contractor's sole expense and to charge the Contractor for all actual and reasonable costs and expenses incurred by the City in effecting such cure as an Additional Charge; (2) to terminate this Contract; provided, however, that if the nature of the Contractor's obligation (other than monetary obligations and other than vacation or abandonment of the Premises) is such that more than thirty (30) days is required for performance, then the Contractor shall not be in default if it commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

22.3 Reentry by City Upon Termination. Upon termination of this Contract, the City may reenter the Premises, take possession thereof, and remove all persons therefrom, for which actions the Contractor shall have no claim thereon or hereunder. The Contractor shall be liable and shall reimburse the City upon demand for all actual and reasonable costs and expenses of every kind and nature incurred in retaking possession of the Premises. If the City retakes the Premises, the City shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and may place the same in storage at any place selected by the City including a public warehouse, at the expense and risk of the Contractor. The City shall have the right to sell such stored property, after reasonable prior notice to the Contractor or such owner(s), after it has been stored for a period of thirty (30) days or more. The proceeds of such a sale shall be applied first to the cost of such sale; second, to the payment of the charges for storage, if any; and third, to the payment of any other sums of money that may be due from the Contractor to the City; the balance, if any, shall be paid to the Contractor.

22.4 Vacation or Abandonment. If the Contractor vacates or abandons the Premises in their entirety and fails to reoccupy them within thirty (30) days after the city (1) delivers a notice to Contractor's notice address demanding re-occupancy and (2) mails by certified or registered mail a copy of the notice to any forwarding address given by the Contractor to the City in writing, the Contractor shall be in default under this Contract.

22.5 City's Non-exclusive Remedies Upon Termination due to Default of Contractor.

Notwithstanding any reentry by the City and anything in the contrary in this Contract, in the event of the termination of this Contract due to Default of the Contractor, the liability of the Contractor for all sums due under this Contract provided herein shall not be extinguished for the balance of the Term of this Contract. The Contractor shall also

be liable to the City for any other amount (excluding consequential or specific damages) necessary to compensate the City for all the detriment proximately caused by the Contractor's failure to perform its obligations under this Contract or that in the ordinary course of things would be likely to result therefrom, including but not limited to, any costs or expenses incurred in maintaining or preserving the Premises after such Default, and any costs incurred in authorizing others the use and occupancy of the Premises and in preparing the Premises for such use and occupancy, and such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of Washington. In the event of Termination due to Default of Contractor, the City will use reasonable efforts to mitigate its damages, but such efforts shall not be construed to be a waiver of the City's rights to be made whole by the Contractor in the event of such Termination. The provisions of this Subsection shall survive the expiration or earlier termination of this Contract.

Article 23. CITY'S REMEDIES CUMULATIVE; WAIVER

The City's rights and remedies hereunder are not exclusive, but cumulative, and the City's exercise of any right or remedy due to a default or breach by the Contractor shall not be deemed a waiver of, or alter, affect, or prejudice any other right or remedy that the City may have under this Contract or by law or in equity. Neither the acceptance of the Use Fee nor any other act or omission of the City at any time or times after the happening of any event authorizing the cancellation or forfeiture of this Contract shall operate as a waiver of any past or future violation, breach, or failure to keep or perform any covenant, agreement, term, or condition hereof or to deprive the City of its right to cancel or forfeit this Contract, upon the written notice provided for herein, at any time that cause for cancellation or forfeiture may exist, or be construed

so as to stop the City at any future time from promptly exercising any other option, right, or remedy that it may have under any term or provision of this Contract.

Article 24. DEFAULT BY CITY

The City shall be in default if it fails to perform its obligations under this Contract within thirty (30) days after its receipt of notice of nonperformance from the Contractor; provided, that if the default cannot reasonably be cured within the thirty (30) day period, the City shall not be in default if the City commences the cure within the thirty (30) day period and thereafter diligently pursues such cure to completion. Upon the City's default, the Contractor may pursue any remedies at law or in equity that may be permitted from time to time by the laws of the State of Washington.

Article 25. TERMINATION

25.1 Process for Termination of Contract

25.1.1 For Cause. Either party may terminate this Contract if the other party has materially breached the Contract and such breach has not been corrected to the reasonable satisfaction of the dissatisfied party with the time stated in the Contract or, if no time is stated, within thirty (30) days after notice of breach has been provided to such other party. If, however, the nature of such party's obligation is such that more than thirty (30) days are required for performance, then such party shall not be in default if it commences performance within such thirty (30) day period and diligently seeks to remedy the default of deficiency.

25.1.2 For Reasons Beyond the Control of the Parties. Either party may terminate this Contract without recourse by the other party where performance is rendered impossible or impractical for reasons beyond such party's reasonable

control, such as but not limited to: acts of Nature, war or warlike operations; civil commotion; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

25.1.3 For Convenience. Either party, at any time, may terminate the Contract with ninety (90) days' written notice to the other party.

25.2 Notice of Termination. Notice of termination other than pursuant to Subsection 25.1.3 shall be given, in writing, by the terminating Party to the other party not less than thirty (30) days prior to the effective date of termination.

Article 26. ATTORNEY'S FEES

If either party retains the services of any attorney in connection with enforcing the terms of this Contract, each party agrees to bear its own attorney's fees and costs.

Article 27. NOTICES

27.1 Official Notices. Any notice, demand, or request required shall be given in writing to the party's address set forth in this Article any of the following means: (a) personal service; (b) commercial or legal courier; or (c) registered or certified, first-class mail, postage prepaid, return receipt requested. Such addresses may be changed by notice to the other parties given in the same manner as provided above. Notices shall be deemed to have been given upon the earlier of actual receipt, as evidenced by the deliverer's affidavit, the recipient's acknowledgement of receipt, or the courier's receipt, except in the event of attempted delivery during the recipient's normal business hours at the proper address by an agent of a party or by commercial or legal courier to the US Postal Service but refused acceptance, in which case notice shall be deemed to have been given upon the earlier of the day of attempted delivery, as evidenced by the messengers

affidavit of inability to deliver stating the time, date, place, and manner in which such delivery was attempted and the manner in which such delivery was refused, or on the day immediately following deposit with such courier.

27.2 Contact Information. All notices will be delivered to the individuals identified below or their replacement. The City and the Contractor will ensure that each party has the correct contact information for the representatives for this contract.

Seattle Parks and Recreation	Madison Park Cooperative Preschool
Pamela Wilson	Ann Goodrich
Parks Concessions Coordinator	President
Pamela.Wilson@seattle.gov	President@madisonparkcoop.com
206-684-7818	206-566-3896
300 Elliott Ave W, Suite 100	1898 43rd Ave E
Seattle, WA 98119	Seattle, WA 98112

This information will be updated annually since the Contractor's point of contact changes with the school year and based on Board appointments.

27.3 Updated Board Contact. The Contractor will provide an updated list of the Contractor's board to the City prior to the start of the school year, but no later than September 31.

Article 28. SUCCESSORS OR ASSIGNS

All of the terms, conditions, covenants, and agreements of this Contract shall extend to and be binding upon the City, the Contractor, and, subject to the terms of Section 19 and 20, their respective heirs, administrators, executors, successors, and permitted assigns, and upon any person or persons coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

Article 29. AUTHORITY AND LIABILITY

The Contractor warrants that this Contract has been duly authorized, executed, and delivered by the Contractor, and that the Contractor has the requisite power and authority to enter into this Contract and perform its obligations hereunder. The Contractor covenants to provide the City with evidence of its authority and the authorization of this Contract upon request. All persons and entities named as Contractor herein shall be jointly and severally liable for the Contractor's liabilities, covenants, and agreements under this Contract.

Article 30. PARTIAL INVALIDITY

If any court determines that any provision of this Contract or the application hereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Contract, or application of such provision to persons or circumstances other than those as to which is held invalid or unenforceable, shall not be affected thereby and each other term, covenant, or condition of this Contract shall be valid and be enforced to the fullest extent permitted by law.

Article 31. FORCE MAJEURE

Neither the City nor the Contractor shall be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to any cause beyond its reasonable control, including, but not limited to, an act of Nature, act of civil or military authority, fire, flood, windstorm, earthquake, pandemic, strike, or labor disturbance, civil commotion, delay in transportation, governmental delay, or war; provided, however, that the foregoing shall not excuse the Contractor from the timely payment of the Use Fee and Additional Charges due hereunder, when due.

Article 32. COUNTERPARTS

The parties may execute this Contract in counterparts, which, taken together, constitute the entire Contract.

Article 33. HEADINGS

The section headings used in this Contract are used for purposes of convenience and do not alter in any manner the content of the sections.

Article 34. CONTEXT

Whenever appropriate from the context, the use of any gender shall include any other or all genders, and the singular shall include the plural, and the plural shall include the singular.

Article 35. EXECUTION BY CITY AND CONTRACTOR; EFFECTIVE DATE

Neither the City nor the Contractor shall be deemed to have made an offer to the other party by furnishing the other party with a copy of this Contract with particulars inserted. No contractual or other rights shall exist or be created between the City and the Contractor until all parties have executed this Contract and the appropriate legislative authority approves it. This Contract shall become effective on the date (the “Effective Date”) on which this Contract is executed by the City and the Contractor and approved by the Seattle City Council. The City shall have no liability to the Contractor and shall have the right to terminate this Contract upon written notice to the Contractor if the Contract is legislatively disapproved.

Article 36. TIME OF ESSENCE; TIME CALCULATION METHOD

Time is of the essence with respect to this Contract. Except as otherwise specifically provided, any reference in this Contract to the word “day” means a “calendar day”; provided, however, that if the final day for any action required hereunder is a Saturday, Sunday, or City holiday, such action shall not be required until the next succeeding day that is not a Saturday, Sunday, or City holiday. Any reference in this Contract to the word “month” means “calendar month.”

Article 37. STANDARDS

Contractor recognizes that, although it is operating its facilities as an independent contractor, SPR is organized and exists for the purpose of maintaining park and recreation facilities for the use and enjoyment of the public. The Contractor, its agents and employees, will devote their efforts toward rendering courteous service to the public as though they were employees of the City, with a view of adding to the enjoyment of the patrons of this facility. The Contractor shall operate and conduct the facilities on the Premises in a business-like manner and will not permit any conduct on the part of the Contractor’s employees which would be detrimental to the City’s operations.

Article 38. MISCELLANEOUS

38.1 Entire Contract; Applicable Law. This Contract and Exhibits attached hereto, and by this reference incorporated herein, set forth the entire agreement of the City and the Contractor concerning the Premises, and there are no other agreements or understanding, oral or written, between the City and the Contractor concerning the Premises. Any subsequent modification or amendment of this Contract shall be binding upon the City and the Contractor only if in writing and signed by both parties. This

Contract shall be governed by and construed in accordance with the laws of the State of Washington.

38.2 Negotiated Contract. The parties to this Contract acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Contract reviewed by their respective legal counsel, and that the terms and conditions of this Contract are not to be construed against any party on the basis of such party's draftsmanship thereof.

To memorialize the agreements made, both parties hereby have caused this Concession Agreement to be executed by their respective representative(s) by signing below:

Contractor

City of Seattle, Seattle Parks and Recreation

Signature

Signature

Name

Name

Title

Title

Date

Date

Exhibits:

Exhibit A: Legal Description or Property, Maps, and Images

Exhibit B: Insurance Requirements

Exhibit C: Public Benefits Plan- Initial Year

Exhibit D: Public Benefits Plan/Report Template

Exhibit A

Legal Description

Madison Park Beach Bathhouse

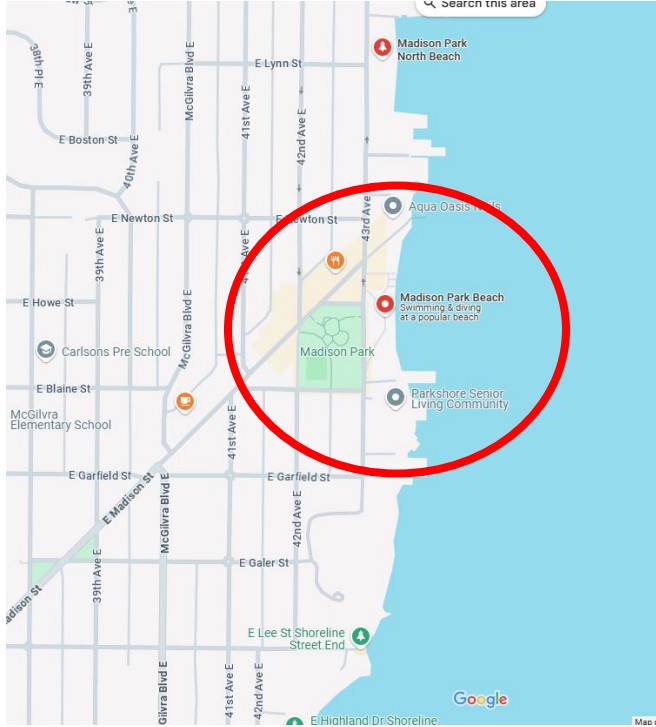
Block 27, Lake Washington Shorelands together with Lots 1 through 10, Block “C”, Lots 1 through 14 Block “D” and all of Block 13 of J.J. McGilvra’s Third Addition with vacated streets adjoining.

Address: 1900 43rd Ave E, Seattle, WA 98112

Tax Parcel: 4114600465



Att 1 – Madison Beach Park Bathhouse Preschool Contract V1a



Madison Beach Park Bathhouse

The lifeguard station on the east side of the building is excluded from this contract.

Exhibit B

Insurance Requirements

1.1 Minimum Insurance to be Secured and Maintained. Prior to the Execution Date, Contractor shall secure and shall thereafter maintain (or cause its Subtenant(s) to secure and maintain) in full force and effect, at no expense to City, and throughout the entire Contract Term, minimum insurance as specified below:

1.1.1 Commercial General Liability Insurance including:

Premises/Operations Liability

Products/Completed Operations Liability

Personal/Advertising Liability

Contractual Liability

Stop Gap/Employers Contingent Liability

Independent Contractors Liability

Liquor Liability/Host Liquor Liability (if liquor is being sold or served)

Fire Damage Legal Liability

Sexual Misconduct and Molestation Liability (If service provided involves working with at risk (elderly or minor) community)

Such policy(ies) must be endorsed as provided in Subsection 1.3. hereof and provide the following minimum limits:

\$1,000,000 each Occurrence Combined Single Limit Bodily Injury and Property
Damage

\$1,000,000 each Offense Personal and Advertising Injury

\$100,000 each Occurrence Fire Legal Liability

\$1,000,000 each Accident/ Disease - Each Employee Stop Gap

Such minimum limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the City of Seattle.

- 1.1.2 Business Automobile Liability including coverage for owned, non-owned, leased or hired vehicles with a minimum limit of \$1,000,000 each Occurrence Combined Single Limit Bodily Injury and Property Damage.

Such minimum limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the City of Seattle.

- 1.1.3 Workers' Compensation securing Contractor's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington; provided, that if Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Contractor shall certify that qualification by a letter that is signed by a corporate officer of Contractor and delivered to City that sets forth the limits of any policy of excess insurance covering its employees.

- 1.1.4 Property Insurance under which the Premises, the existing building (note: if tenant is leasing the whole structure/building The City may require they carry insurance on the structure), furniture, fixtures, equipment and inventory and all alterations, additions and improvements that Contractor makes to the building and Premises, are insured throughout the Contract Term in an amount equal to the replacement cost value thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss, not less broad than provided by the insurance industry standard “Causes of Loss - Special Form (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises; (iv) loss from business interruption or extra expense, with sufficient coverage to provide for the continued payment of fixed costs during any interruption of Contractor’s business; (v) earth movement (including earthquake), for full replacement cost value of the property/improvements/content. City shall be named as a loss payee as respects property insurance covering alterations, additions, and improvements under such policy.
- 1.2 General Requirements Regarding Contractor’s Insurance.
- 1.2.1 The insurance required by Subsections 1.1.1 applicable insurance shall be endorsed to include the City of Seattle and its officers, elected officials, employees, agents and volunteers as additional insureds. The applicable insurance required by Subsections 1.1.1 and 1.1.? shall be primary as respects City; shall provide that any other insurance maintained by City shall be excess and not contributing insurance with Contractor’s insurance; and shall provide that such coverage shall not be reduced or canceled without forty-five (45) days” prior written notice to City, except ten (10) days prior written

notice to City with respect to non-payment of premium, at its address as specified in Subsection 1.9 hereof.

1.2.2 All insurance policies required hereunder shall be subject to reasonable approval by City's Risk Manager as to company, form, and coverage. All policies shall be issued by a company rated A-: V or higher in the then-current A. M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington surplus lines broker.

1.2.3 Any deductible or self-insured retention in excess of \$20,000 must be disclosed to, and shall be subject to reasonable approval by, City's Risk Manager. The cost of any claim payments falling within the deductible shall be the responsibility of Contractor.

1.2.4 Coverage and/or limits may be reasonably altered or increased as necessary to reflect type of or exposure to risk. City shall have the right to periodically review the appropriateness of such coverage and limits in view of inflation and/or changing industry conditions and to require an increase in such coverage or limits upon ninety (90) days' prior written notice.

1.3 Evidence of Insurance. Before occupying the Premises, the following documents must be delivered to the City at its address as specified in or pursuant to Subsection 1.9., as evidence of the insurance coverage secured and maintained by Contractor.

1.3.1 On or before the Execution Date, and thereafter, not later than five (5) days prior to the expiration or renewal date of each such policy:

A copy of the policy's declarations pages, showing the insuring company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements specifying all

endorsements listed on the policy including any company-specific or manuscript endorsements.

A copy of the endorsement naming the City of Seattle and its officers, elected officials, employees, agents and volunteers as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number, and the original signature and printed name of the representative of the insurance company authorized to sign such endorsement.

A copy of an endorsement stating that the coverages provided by such policy to City or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to City, except ten (10) days prior written notice to City with respect to non-payment of premium, at its address as specified in or provided pursuant to Subsection 1.9; and

For the Commercial General liability and Business Automobile insurance to be secured and maintained pursuant to Subsection 1.1.1 and 1.1.2 hereof, a copy of the “Separation of Insureds” or “Severability of Interests” clause in such policy.

1.3.2 Pending receipt of the documentation specified in this Section 1; Contractor may provide a copy of a current complete binder. An ACORD certificate of insurance will not be accepted in lieu thereof.

1.4 No Limitation of Liability. Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only; they shall not be construed to limit the liability of Contractor or any insurer for any claim required to be covered hereunder. Moreover, the City shall be an additional insured, where additional insured status is required, for the full available limits of liability maintained by the Contractor, whether those limits are primary, excess, contingent or otherwise. Contractor expressly

understands and agrees that this provision shall override any limitation of liability or similar provision in any agreement.

- 1.5 Reconstruction Following Loss. Contractor shall proceed with reasonable diligence as soon as sufficient funds are available therefor, to prepare plans and specifications for, and thereafter to carry out, all work necessary to repair and restore the alterations, additions and improvements that Contractor made to the Premises that is at least equivalent to, or more suitable than, the alterations, additions and improvements that were damaged or destroyed, subject in all cases to any restrictions based on the building's status as a landmark or historical building.
- 1.6 Waiver of Subrogation. City and City's insurer(s) shall waive subrogation for damage to or destruction of the Building, Premises and City's furniture, fixtures, equipment and inventory in favor of Contractor except with respect to losses of City's aforesaid property of up to \$100,000 that are attributable to Contractor's negligence and to which Contractor's Fire Legal Liability insurance responds; however, in the event of a loss to City's aforesaid property attributable to Contractor's negligence, Contractor agrees to reimburse City for the amount of its property insurance deductible up to \$20,000. Contractor and Contractor's insurer(s) shall waive subrogation for damage to or destruction of Contractor's alterations, additions and improvements, furniture, fixtures, equipment and inventory in favor of City; however, in the event of a loss to Contractor's aforesaid property attributable to City's negligence, City agrees to reimburse Contractor for the amount of its property insurance deductible up to \$100,000.
- 1.7 Assumption of Risk. The placement and storage of its personal property in the Premises shall be the responsibility, and at the sole risk, of Contractor.

- 1.8 City Use of Premises; Third-Party Users. To the extent City uses, or permits any Third-Party Users to use, the Premises as contemplated in this Contract, Contractor may condition such use on receipt of evidence that such user maintains reasonably adequate commercial general liability insurance, listing Contractor as an additional insured on such policies. City waives, as between City and Contractor, any Claims arising from or related to Third-Party Users' use of and activities within the Premises.
- 1.9 (Note: this may not be the case if the City chooses to have the tenant carry the property (structure/building) insurance) City Insurance. City shall, at its sole cost and expense, maintain property insurance under which the Premises, the existing building, furniture, fixtures, equipment and inventory and all alterations, additions and improvements that Contractor makes to the building and Premises, are insured throughout the Contract Term in an amount equal to the replacement cost value thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss, not less broad than provided by the insurance industry standard "Causes of Loss - Special Form (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises; (iv) [intentionally omitted]; (v) earth movement (including earthquake), for full replacement cost value of the property/improvements/content.

Exhibit C

Public Benefits Plan- Initial Year

Public Benefit Plan Generally Follows School Year

Madison Park Cooperative Preschool

Type	Program	Time of Year	Estimated Value
Community Program	Cooperative Partnership with Victory Heights Co-Op, Rainier Heights Co-Op, Friends of the Children Seattle, ReWA Rotating drives for toys, books, clothes, school supplies, and winter gear for youth and families served through the partner Preschools. MPCP will initiate 2 drives annually based on wish lists created by the partner programs.	Twice annually	≈\$13,000
Community Programs	Parent Education Speaker Series: MPCP to host Free, open-access talks at partner Preschool	Planned in coordination with partner Preschools	≈\$3,000

	<p>facilities on the following topics:</p> <ul style="list-style-type: none"> • Early childhood brain development • Language acquisition & literacy at home • Emotional regulation & behavior • Navigating public school systems 		
<p>Community Programs</p>	<p>Family Experience Days partnering with Friends of the Children Seattle and ReWA.</p> <p>MPCP will host free play days and learning workshops. Examples include Art & Storytelling, Parent-child movement & yoga, Cooking and nutrition basics.</p>	<p>Planned in coordination with partners</p>	<p>≈\$3,000</p>

	These opportunities will create longer term impact for families and learning opportunities while reducing isolation for families and children.		
Partnership	A partnership with Committee for Children and White Center Co-Op Preschool for a shared resource library to include learning materials, books, sensory tools, and parent education resources.	Ongoing	≈\$5,000
Community Program	Back to School Snack Drive, fundraiser, or alternate drive in the fall – Madison Park Cooperative Preschool selects an organization to do a drive with, whether it is a school supply drive, a food drive or a diaper drive each fall. It benefits the community that is	Start of School to beginning of Nov – historically we did a beginning of school supply drive and a food drive close to Thanksgiving in 2023, in 2024 we did a Diaper and Wipe drive	≈\$650

	<p>impacted by the drive (always outside of Madison Park) and we do this as something to put our focus on at the beginning of the first few months of preschool and to help others.</p>		
<p>Community Program</p>	<p>Back to School Picnic - open to the public, we reach families in Madison Park and neighboring communities. We promote this via A-boards in the neighborhood, flyers and posters in the communities– Madison Park, Madrona, Montlake, Central District</p>	<p>Last Weekend of September</p>	<p>≈\$750</p>

<p>Community Program</p>	<p>Halloween Photo Booth - open to the public - Every year Madison Park Cooperative Preschool puts this on. We advertise it via flyers in neighboring areas, in our newsletter, on Friends of Madison Parks website and word of mouth. This is public benefit as we have hundreds of families from all over come to this. They trick or treat throughout the neighborhood and come to the Bathhouse for a Halloween photo and treat. We provide the event, a photo for the family and small prizes to kids that come through. This is a community tradition that is well known and loved.</p>	<p>October</p>	<p>≈\$800</p>
<p>Community</p>	<p>Holiday Event - Hot</p>	<p>December</p>	<p>≈\$600</p>

<p>Program</p>	<p>cocoa and celebration of lights – the community and attendee’s benefit. It’s another place that people can come to celebrate the season. We focus on many different holiday traditions and mostly focus on lighting up the darkness of the season. We decorate the bathhouse, have activities and sometimes read seasonal stories. We advertise it through flyers, in our newsletter, on the community board, on a-boards and on the Friends of Madison Park website. We open the Bathhouse, provide décor and volunteers</p>		
<p>Community Program</p>	<p>Diaper and Wipe fundraiser – similar to our other drives, this can be</p>	<p>January to March</p>	<p>≈\$2,750</p>

	<p>any type of drive – sometimes we do one a year, sometimes two – see above drive description</p>		
<p>Community Program</p>	<p>Parent Education Talk – Once or twice a year, we hire a speaker for the parents and community to come listen to on an important topic. For example: we hosted an online talk from No More Under to go over water awareness with your children. The speaker speaks, this benefits parents and the community that attend, they can be in person or virtual. We usually pay for the speaker and some refreshments if in person. We promote this in our newsletter, in flyers in the neighborhood, on our</p>	<p>April</p>	<p>≈\$226</p>

	community board and on a-boards.		
Community Program	Back to School Supply Drive- again see drive description above	May before the end of school year for the following school year.	≈ \$1,800
Community Program	End of School Year Picnic and Concert – the neighborhood and community benefit from this event. People get to listen to a free concert and take part in free favors for their kids. We advertise this through flyers, in our newsletter, on the community board, on a-boards and on the Friends of Madison Park website. We hire a kid-oriented performer to put on a concert for the kids that come. Can be an acapella guitar singer,	Early June	≈ \$1000

	<p>the most popular has been a harmonica player with puppets and toys.</p>		
<p>Community Program</p>	<p>Friends of Madison Park using Bathhouse as meeting space with Madison Park Cooperative Preschool chaperone volunteer – this meeting is open to the public and often has important city council and community members addressing the community. This is communicated to the public on the Friends of Madison Park website. They aim to reach neighborhood businesses, residents, concerned citizens and leaders/donors in the community. Outreach is</p>	<p>Roughly 8-10 meetings per year X3 hours of volunteering per meeting</p>	<p>≈ \$750</p>

	to neighboring communities, Montlake, Madrona, Central District and other community groups with similar challenges.		
Community Program	<p>Somatic Yoga at the Bathhouse, this benefits the community as Madison Park doesn't have a yoga studio. Somatic yoga is also specifically a type of yoga that rebalances the nervous system and helps with stress reduction. It really helps improve quality of life. We advertise this through flyers, the preschool's monthly newsletter, the chalkboard in Madison Park, Friends of Madison Park's website,</p>	<p>Year Round – twice per week</p>	<p>\$7,576.20 (once per week/36 weeks)</p> <p>1 hour of \$100 rental time for space, 1.5 hours of volunteer time = \$60.42 + \$10 per participant (the amount we are offsetting for each participant/ \$15 class would usually be \$25) In a 5 participant class \$210.45 of Public Benefit per class, roughly 36 classes per Sept-June year</p>

	<p>word of mouth to business in the area.</p> <p>We provide the Bathhouse space for people to take yoga, subsidize the cost of the class for each attendee, which is usually \$25+ in other studios.</p>		
		<p>Approx. Total Community Program PB</p>	<p>\$</p>
<p>Scholarships</p>	<p>MPCP scholarships 2 students on average - the funding comes from our fundraising efforts, the identified students that need financial aid benefit, Need is based on financial need and the scholarships are listed as available on our website and in person at our open house event during our school</p>	<p>The whole school year</p>	<p>≥\$15,000.00</p>

	<p>registration period. They are awarded on a first come, first served basis during registration and the award is confirmed when their tuition is covered.</p>		
<p>Scholarships</p>	<p>Athletic Extracurricular Scholarships – same as the other scholarships, they are provided via our fundraising. The athletics scholarship that was awarded this year was for a student on tuition scholarship to attend an extracurricular soccer class that was sponsored by the preschool. The student approached the school with interest in attending soccer and we decided to provide this as well! Was our first year encompassing extracurricular and was great!</p>	<p>Need is determined on a first come, first served basis and the scholarships are set aside for those that are experiencing financial hardship</p>	<p>\$500.00</p>

Capital Improvements to be completed during term of contract.			
Capital Improvements	Outside of building painted, includes lead abatement	Completed during contract	≈ \$22,000.00
Capital Improvements	Inside of building painted		≈ \$15,000.00
Capital Improvements	Flooring replaced		≈ \$15,000.00
Capital Improvements	Cabinet replacement - bath and kitchen		≈ \$15,000.00

Exhibit D

Public Benefits Template Plan/Report Form

Madison Park Cooperative Preschool - Public Benefits Summary

Public Benefits Category	Contractual Requirement (Completed by SPR)	Applicable Metrics (Completed by SPR)	Value required per Agreement	Summary of Public Benefit provided	Estimated (plan) or actual (Report)
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(Completed by SPR)			(Completed by SPR)	(Completed by Contractor)	value of Services (Completed by Contractor)
Total Public Benefit Value Provided					
Public Benefit Required to Offset Use Fee*					
Public Benefit required or the exceeds required value					

**Volunteer value may be reported as Public Benefit and valued at the most current rate for volunteers as listed under the National Value of Volunteer Time on the Independent Sector website:*

<https://www.independentsector.org/resource/the-value-of-volunteer-time/>. The most current preliminary rate in 2026 is \$42.98 per hour.

Summary and Fiscal Note

1. Legislation Summary

Department: Seattle Parks and Recreation

Title: An ordinance relating to Seattle Parks and Recreation; authorizing the Superintendent to enter into a ten-year contract with The Madison Park Cooperative Preschool to operate and provide management of the Madison Beach Park Bathhouse located at 1900 43rd Ave East.

Background: The proposed Council Bill authorizes the Superintendent of Seattle Parks and Recreation (SPR) to execute for and on behalf of SPR a ten-year Operations and Use Contract with The Madison Park Cooperative Preschool (MPCP) for the Madison Beach Park Bathhouse to provide early childhood educational programming including preschool for infants through five years of age, as well as family and community events. SPR has maintained a long partnership with MPCP, who have maintained the contract for this facility since the 1970s.

Operator Selection and Award: SPR issued a Letter of Interest (LOI) for this property in 2024 and MPCP was the only contractor to respond.

SPR began contract negotiations with MPCP for the facility in summer 2024. Both parties agreed upon a use fee schedule that provides a gradual approach to the Use Fee to support the operations of the preschool including salaries for teachers, affordable registration fees for families, funds for supplies and equipment, along with paying a Use Fee to the City that has a cumulative increase over the ten-year contract. The total amount received from MPCP will be \$274,800 paid in both cash and public benefits.

This legislation continues a long-standing collaboration with MPCP at Madison Beach Park Bathhouse in providing early childhood education programs including preschool and community events and aligns well with SPR's commitment to provide affordable opportunities for the community.

Financial Terms: Per the agreement, MPCP has agreed to the following use fee schedule, creating a biennial increase to the use fee.

SPR Madison Beach Park Bathhouse Preschool Contract SUM

Kathleen Gantz

D1a

Contract Year	Use Fee in Cash (Monthly)	Public Benefit Due (Monthly)	Total Annual Use Fee	Total Annual Public Benefit	Total Combined Annual Use Fee & Public Benefit	Two-year Total
Year 1/2	\$900	\$800	\$10,800	\$9,600	\$20,400	\$40,800
Year 3/4	\$1,050	\$900	\$12,600	\$10,800	\$23,400	\$46,800
Year 5/6	\$1,200	\$1,000	\$14,400	\$12,000	\$26,400	\$52,800
Year 7/8	\$1,400	\$1,200	\$16,800	\$14,400	\$31,200	\$62,400
Year 9/10	\$1,600	\$1,400	\$19,200	\$16,800	\$36,000	\$72,000
-	-	-	-	-	Total:	\$274,800

Public Benefits: MPCP has identified public benefits that provide community engagement and support, scholarships, and capital improvements and projects to the Bathhouse. Public benefits focused on community engagement include seasonal community events, working with the Friends of Madison Park to provide space for meetings and their events, parent education opportunities, and supply drives that provide donated supplies to underserved communities. The Preschool is also partnering with other Co-Op preschools in Victory Heights, Rainier Valley, and White Center to provide resources, supplies, and necessities for families and children attending these programs. In addition, they will be working with Friends of the Children-Seattle, and Refugee Women’s Alliance (ReWA) to provide family programming opportunities in their facilities. Along with the focused partnerships they provide over \$15,000 a year in scholarships to children and families to cover the cost of tuition for the Madison Park Preschool programming.

A portion of public benefits adopted by MPCP over the next ten years include improvements to the Bathhouse. Those improvements include lead mitigation and new paint on the outside of the structure, repainting the inside, kitchen and bathroom remodels, and additional projects as funds allow. All capital improvements and maintenance will require consultation with and approval by SPR.

Summary Attachments:

Summary Attachment A – Madison Beach Park Bathhouse Map

2. Capital Improvement Program (CIP)

Does this legislation create, fund, or amend a CIP Project?

Yes

No

3. Summary of Financial Implications

Does this legislation have financial impacts to the City?

Yes

No

3d. Other Financial Impacts

a. Does this legislation create any other financial impacts for The City of Seattle, such as direct or indirect costs, one-time or ongoing, that aren't mentioned above? If yes, please explain these impacts.

No

b. If the legislation has costs that can be covered within the current budget, explain how. Does the department have extra resources in its budget to handle these costs? Or does the department need to shift resources away from other work to handle these costs?

Not applicable

c. What financial costs or other impacts might happen if this legislation is not implemented?

A decision not to implement this legislation would result in a reduction in revenue and loss of public benefits totaling \$274,000 over the next ten years (including capital investments), leaving an SPR facility with no activation, and impacting access to pre-school for roughly 124 students per year.

d. How might this legislation affect other City departments besides the one that proposed it?

Not applicable

4. Other Impacts

a. Does this legislation require a public hearing?

Yes

No

b. Does this legislation require a notice to be published in The Daily Journal of Commerce and/or The Seattle Times?

Yes

No

c. Does this legislation affect a piece of property?

Yes

d. Race and Social Justice Initiative impacts:

1. How does this legislation affect vulnerable or historically disadvantaged communities? How did you come to this conclusion? Please consider both impacts within City government (like employees and internal programs) and in the broader community.

MPCP provides services, resources, and scholarships to the surrounding neighborhood and supports other preschool programs in historically disadvantaged communities. MPCP partners with other local early childhood education providers such as Victory Heights Co-Op Preschool, Rainier Valley Co-Op Preschool, and White Center Co-Op Preschool to support their program and student needs. Additional partnerships with Friends of the Children-Seattle and ReWA have been established to provide parent education programming and family programs in the non-profit facilities.

2. Please attach any Racial Equity Toolkits or other racial equity analyses used to develop or assess this legislation.

SPR strives to prioritize equity as part of the agreement process with community partners. The LOI for this process was advertised across numerous media outlets, social media platforms, non-profit organizations, and collaborative groups that support WMBE vendors.

3. What is the Language Access Plan for communicating with the public about this legislation?

Communication will be translated into languages as needed to meet the needs of the community.

e. Climate change impacts:

1. Emissions: Will this legislation significantly increase or decrease carbon emissions? Attach any studies or materials that inform your answer.

Not applicable

2. Resiliency: Will this legislation make Seattle more or less able to adapt to climate change? If it reduces resiliency, explain what can be done to lessen the impact.

Not applicable

f. If this legislation creates a new program or expands an existing one, what are the long-term, measurable goals? How will this legislation help achieve those goals? What methods will be used to track progress?

Not applicable

g. Does this legislation create a non-utility CIP that involves shared funding with a non-City partner or organization?

Not applicable




Summary Att 1 – Madison Beach Park Bathhouse Site Map

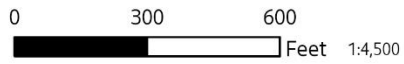
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Madison Beach Park Bathhouse - Site Map



Legend

-  Site Area
-  Park Boundary
-  Property Parcel Boundary



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Map date: Wednesday, April 29, 2026.



Madison Beach Park Bathhouse

Madison Park Cooperative Preschool
Operations and Use Contract



Briefing Overview

Purpose: This legislation would continue a long-standing partnership with Madison Park Cooperative Preschool (MPCP) at Madison Beach Park Bathhouse in providing early childhood education programs, including preschool and community events. MPCP has been a partner in the care and upkeep of this City facility since the 1970s and continues to support Seattle Parks and Recreation's (SPR) commitment to provide affordable opportunities to the public.



Agenda:

- Contract Goals
- History
- Timeline / Letter of Interest
- Key Contract and Financial Terms
- Public Benefits



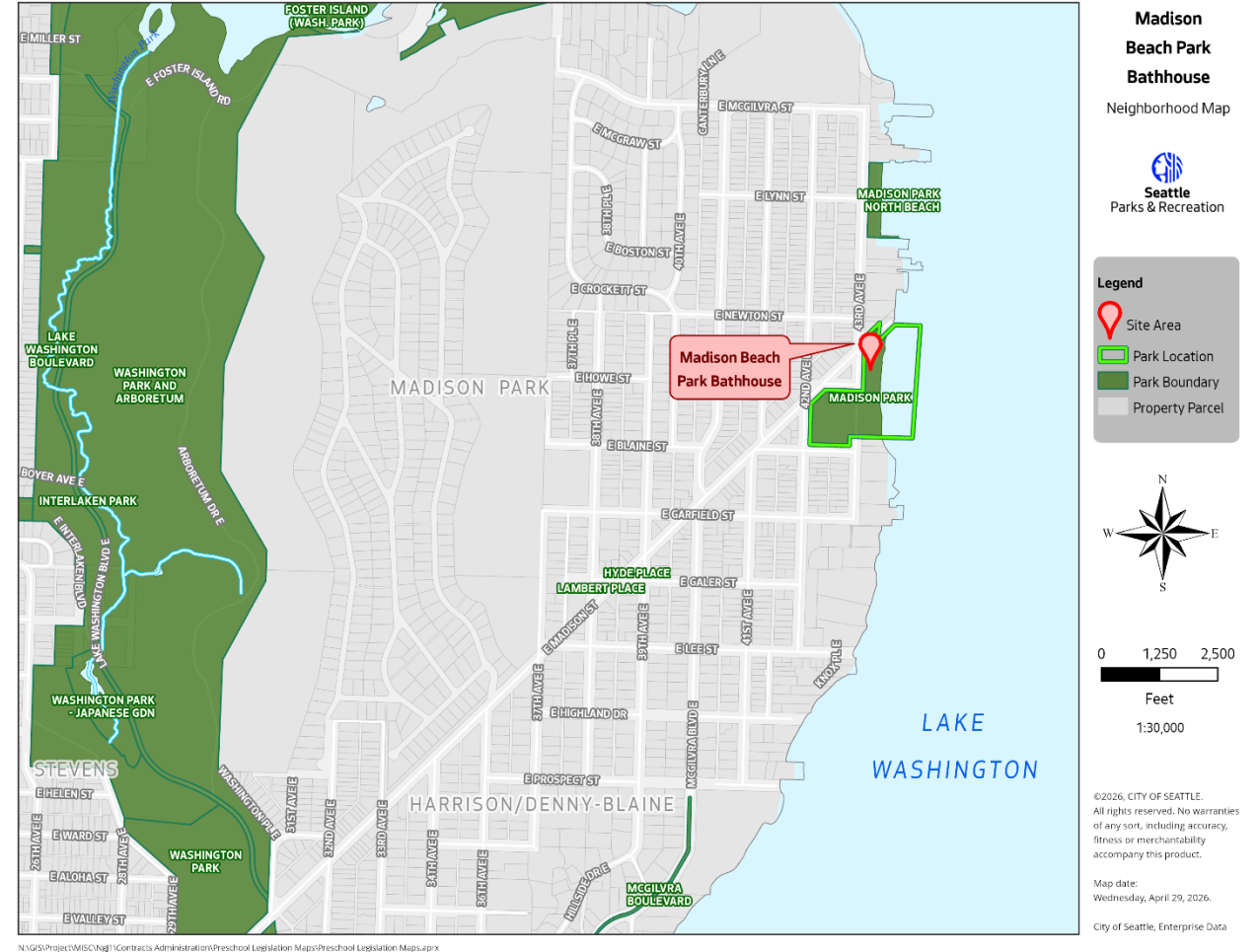
MPCP: Long-Term Contract Goals

- MPCP to provide affordable early childhood educational programming, including preschool, for infants through five years of age.
- MPCP provides affordable classes and special community event programs throughout the year to meet the needs of families.
- MPCP continue to be a partner in the care and upkeep of this City facility and continue to support the Mission, Vision, and Values of SPR.



MPCP: History

- 1938: The Bathhouse opened, built by Seattle Municipal Railway.
- 1970: The Preschool started as a babysitting co-op in the lower level of the Bathhouse.
- 1986: Formal Preschool operations at the Bathhouse began.
- The Bathhouse is an example of the city's early wood-framed bathhouses.



MPCP: Process Timeline



- **Letter of Interest (LOI) Published.** The LOI process opened in 2024. SPR received one response from MPCP, the current contractor, who has maintained the contract for this facility since the 1970s.
- **Contract Awarded.** SPR awarded the contract to MPCP and contract negotiations began.
- **Programs Offered.** MPCP programs continue to be offered in support of children being ready to start school while supporting their physical, social, emotional, and educational development.

MPCP: Key Contract Terms



Key Term	Description
Premises	The interior space of Madison Beach Park Bathhouse at Madison Beach Park in Seattle, WA
Term of Agreement	Ten years
Term Contract Value	\$274,800 (negotiated terms on next slide)
Requirement for Programming	Early childhood education that supports physical, social, emotional, and educational development for all children up to five years of age
Routine/Minor Maintenance	MPCP: Responsibility of the Preschool (appliances, custodial services, and basic equipment)
Major Maintenance	SPR: Responsibility of SPR (repairs necessary to maintain the structural and exterior of the building)

MPCP: Key Financial Terms

Contract Year	Use Fee in Cash (Monthly)	Public Benefit Due (Monthly)	Total Annual Use Fee	Total Annual Public Benefit	Total Combined Annual Use Fee & Public Benefit	Two-year total
Year 1/2	\$900	\$800	\$10,800	\$9,600	\$20,400	\$40,800
Year 3/4	\$1,050	\$900	\$12,600	\$10,800	\$23,400	\$46,800
Year 5/6	\$1,200	\$1,000	\$14,400	\$12,000	\$26,400	\$52,800
Year 7/8	\$1,400	\$1,200	\$16,800	\$14,400	\$31,200	\$62,400
Year 9/10	\$1,600	\$1,400	\$19,200	\$16,800	\$36,000	\$72,000
			Total Use Fee: \$147,600		Total:	\$274,800

MPCP: Public Benefits

Benefit Categories	Example Benefits Provided
<p>Annual Community Programs</p>	<p>Partnerships with Co-Op preschools in underserved communities including Victory Heights, Rainier Valley, and White Center Co-Op Preschools, and non-profit partners including Friends of the Children-Seattle & Refugee Women’s Alliance (ReWA)</p> <ul style="list-style-type: none"> • Community events, supply drives to support underserved families and communities, parent education, community building, and health and education programming for parents and children
<p>Annual Scholarships</p>	<ul style="list-style-type: none"> • Scholarships awarded annually
<p>Capital Improvements Over Ten-year term</p>	<p>Capital improvement for the duration of the contract including:</p> <ul style="list-style-type: none"> • Painting interior and exterior of the Bathhouse • Replacing flooring • Replacing cabinets

Questions?





Legislation Text

File #: CB 121213, **Version:** 1

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The City of Seattle

Ordinance

Council Bill

An ordinance relating to Seattle Parks and Recreation; authorizing the Superintendent to enter into a ten-year contract with Victory Heights Cooperative Preschool to operate and provide management of the Victory Heights Shelterhouse located at 1747 NE 106th Street.

Recitals:

Victory Heights Shelterhouse is a City-owned public facility operated by Seattle Parks and Recreation (SPR).

SPR issued a Letter of Interest (LOI) in Quarter 1 of 2024 to determine interest in the Victory Heights Shelterhouse for early childhood education operations from community organizations and businesses.

Victory Heights 4-5s, a Washington State nonprofit corporation doing business as Victory Heights Cooperative Preschool (VHCP) was the only organization to issue a letter in response to the LOI.

SPR chose to move forward with a new long-term contract based on the response to the LOI granting the new contract to the current Contract holder, VHCP.

VHCP provides cooperative preschool programs for children and community events supporting early childhood education and providing public benefits that align with SPR's commitment to provide

affordable opportunities to the public.

The programs offered by VHCP are essential to children being ready to start school and support the physical, social, emotional, and educational development necessary for all children. Therefore,

Be it ordained by The City of Seattle as follows:

Section 1. The Superintendent of Seattle Parks and Recreation (Superintendent), or their designee is authorized to execute for and on behalf of the City a Contract for the Operation and Use, substantially in the form of the Contract between Seattle Parks and Recreation and the Victory Heights Cooperative Preschool which is attached to this ordinance as Attachment 1 (Contract).

Attachments:

Attachment 1 - Victory Heights Shelterhouse Preschool Contract

This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council and signed in open session in authentication of its passage on .

President of the City Council
on .

Katie B. Wilson, Mayor

Attested on .

Scheereen Dedman, City Clerk

Seal

Screen Reader Users: Make sure settings include reading strikethrough and underline font attributes.

OPERATIONS & USE CONTRACT
VICTORY HEIGHTS SHELTERHOUSE
BETWEEN
THE CITY OF SEATTLE, PARKS AND RECREATION
AND
VICTORY HEIGHTS 4-5's COOPERATIVE PRESCHOOL
Contract ID: PR0PC25-1526

THIS Operations and Use Contract (“Contract”) is entered into between the City of Seattle (“City”) operating by and through the Seattle Parks and Recreation (“SPR”) Department and the Superintendent (“Superintendent”) and Victory Heights 4-5s (“Contractor”) a Washington not-for-profit organized under the laws of the State of Washington, doing business as Victory Heights Cooperative Preschool.

RECITALS:

Victory Heights Shelterhouse is a City-owned public facility operated by Seattle Parks and Recreation.

Seattle Parks and Recreation issued a Letter of Interest (LOI) in Quarter 1 of 2024 to determine interest in the Victory Heights Shelterhouse for Early Childhood Education operations from community organizations and businesses.

Victory Heights Cooperative Preschool was the only organization to issue a letter in response to the LOI.

SPR chose to move forward with a new long-term contract based on the response to the LOI granting the new contract to the current Contract holder, Victory Heights Cooperative Preschool.

Victory Heights 4-5s, doing business as Victory Heights Cooperative Preschool, is a Washington State nonprofit corporation providing cooperative preschool programs for children and community events.

Victory Heights Cooperative Preschool’s programs support early childhood education and provide public benefits that align with SPR’s commitment to provide affordable opportunities to the public.

The programs offered by Victory Heights Cooperative Preschool are essential to children being ready to start school and support the physical, social, emotional, and educational development necessary for all children.

In CONSIDERATION of the mutual covenants contained herein, City and Contractor covenant and agree as follows:

Article 1. DEFINITIONS

The following terms shall have the following meanings, except as otherwise specifically modified in this Contract:

- 1.1 “Premises” is defined for purposes of this Agreement at the interior space Victory Heights Shelterhouse as located at, 1747 NE 106th St, Seattle, WA 98125 situated on real property described in Exhibit A (the “Property”).
- 1.2 “Execution Date” means the date on which this Contract is signed by both parties.
- 1.3 “Expiration Date” means the date the Contract expires, unless amended.
- 1.4 “Superintendent” means the City’s Superintendent of Seattle Parks and Recreation or their designee.

- 1.5 "Contract " means this Agreement, including all exhibits, attachments and addenda appended hereto, as now existing or hereinafter amended.
- 1.6 "City" means the City of Seattle
- 1.7 "SPR" means the City of Seattle's Parks and Recreation department.
- 1.8 "Public Benefit" means the programs and services to be provided by the Contractor in exchange for an offset of use fees. Public Benefits can include but are not limited to fee discounts, scholarships, programming and stewardship activities. A Public Benefit may also be Community Programming if approved by the Superintendent.
- 1.9 "Public Benefit Report" means the document to be drafted by the Contractor and delivered to SPR identifying and quantifying delivered public benefit programming. The Public Benefit Report will be on the form attached as Exhibit D in this Agreement.
- 1.10 "Public Benefit Offset" means credits for services provided by the Contractor, in particular, the provision of Community Programming and building maintenance as described in Article 5.

Article 2. TERM OF AGREEMENT

The term of this Agreement shall start upon execution and expires ten years from the execution date unless amended by both parties or terminated based on the requirements stated in this contract.

Article 3. PREMISES

- 3.1 Grant. The City hereby grants the right to the Contractor to Operate and Use the Victory Heights Shelterhouse those certain premises referenced in Subsection 1.1 (“Premises”), which are located on the real property described on Exhibit A (“Property”). The Contractor shall have the use of the Premises year-round, January through June for school year programming, July through August for summer programming, and September through December for school year programming. The City will not permit the use of the Premises to any other group at any time.
- 3.2 Condition. The City allows the Use of the Premises, and the Contractor accepts the Premises in their “as is” condition.
- 3.3 Permitted Use. Contractor shall use the Premises for operating a cooperative preschool and for all necessary and related activities. As described in Article 8, the Contractor is also allowed to use the Premises for community events and community meetings with permission from SPR. The contractor is responsible for the property at all times regardless of who is utilizing the Premises.
- 3.4 Common Areas. During the Term, the Contractor and its licensees, invitees, and customers shall have the non-exclusive right to use the outdoor restrooms and other public areas of the Premises (“Common Areas”) in common with the general public.

Article 4. PAYMENTS TO CITY

- 4.1 Use Fee, Utility Charge, Leasehold Tax Due Date. Commencing on the Execution Date the Contractor shall pay to the City at the address and to the account specified by the City, without notice or demand or any setoff or deduction whatsoever, in lawful money of the United States the monthly Use Fee, Utility Charges, and Leasehold Excise Tax specified in Subsection 4.3 due on the twentieth (20) day of each month. Any Additional

Charges are due to the city within twenty (20) days after written notice. Use Fee and, if appropriate, as reasonably determined by the City, Additional Charges shall be prorated on a daily basis for any partial month within the Contract Term and shall be paid upon the end of the first month or Contract Expiration date.

4.2 City Payment Locations. Use Fee, utility charges, and Leasehold Excise Tax (if applicable) can be paid to the City at the address shown below, or to such place as SPR may hereafter designate. Payments must include the invoice number and Customer number to be accurately applied to the correct account.

If Mailed:

City of Seattle

Treasury Department Accounts Receivable

PO Box 94626

Seattle WA 98124-6926

Contractor may also pay in person at:

Seattle Municipal Tower

700 Fifth Ave, Fourth Floor

Seattle, WA, 98104

4.3 Use Fee Amounts. Use Fee amounts are scheduled as indicated in this Section.

Contract Years are based on the Execution date of this Contract.

Contract Year	Use Fee in Cash (Monthly)	Public Benefits Due	Total Annual Use Fee	Total Annual	Total Combined Annual	Two-year total

		(Monthly)		Public Benefit	Use Fee & Public Benefit	
Year 1/2	\$600	\$1,100	\$7,200	\$13,200	\$20,400	\$40,800
Year 3/4	\$900	\$1,100	\$10,800	\$13,200	\$24,000	\$48,000
Year 5/6	\$1,050	\$1,250	\$12,600	\$15,000	\$27,600	\$55,200
Year 7/8	\$1,250	\$1,400	\$15,000	\$16,800	\$31,800	\$63,600
Year 9/10	\$1,450	\$1,600	\$17,400	\$19,200	\$36,600	\$73,200
					Total:	\$280,800

The 10-year contract value is \$280,800.00 (Two hundred eighty thousand, eight hundred dollars). If the contract is extended for any reason beyond year ten (10) the Use Fee will be the same as year 9 and 10 as indicated in the table above. Year one starts on day one of the contract execution date and is in effect for 12 months.

4.4 Late and Refused Payments. In the event the Contractor fails to pay any sum after such amount is due to the City, such amount shall bear interest at the rate of one percent (1%) per billing cycle from the date due until the date paid. Additionally, the bank fee charge shall be paid by the Contractor to the City for each check refused payment for insufficient funds or any other reason. If any of the fees or charges

change, SPR shall provide a written explanation to the Contractor of the amount by which such fees and charges have changed.

Article 5. PUBLIC BENEFITS

- 5.1. Public Benefits Offset. The Contractor shall submit a Public Benefits Plan by August 1 annually (“Plan”) for each year of the Contract. The Plan will be set out on the form provided in Exhibit D or another form provided by or approved by the Superintendent. The Plan will set out Contractor’s plan to publicize and provide Public Benefits and programming, as well as the estimated Public Benefits Program Credit to be earned by each of these activities. In calculating the value of the expected Public Benefits Program Credit, the Contractor may consider the value of programming, scholarships, stewardship activities, capital improvements, and volunteer hours provided to the community and approved by SPR. The Plan will contain enough information for the Superintendent to confirm that the proposed programming is consistent with Contract goals and City policy and to verify the dollar value of any Public Benefits Program Credits to be earned by delivery of Public Benefits. The Superintendent, or designee, acting reasonably, shall approve or revise the Contractor’s Public Benefits Program Credit calculation following receipt of the Plan.
- 5.2 Public Benefits Report. The Public Benefits Report (“Report”) will be due from the Contractor no later than September 30, annually. The Report shall be submitted along with the documentation necessary to demonstrate to the Superintendent’s reasonable satisfaction that the Contractor provided all Public Benefits described in the Plan for the year. The documentation shall consist of, but not be limited to, a Public Benefits Report (Exhibit D), included in the Report will be total hours of programming, public

service hours, number and amount of scholarships, free services and values for all of the above, demographics of clients, academic impact analysis, and total number of low income and diverse populations served, and other permitted uses, dates, identification of the user/groups, and purposes for non-programming uses. The information provided must show how all elements of the Report directly impact community, how the financials are determined, and any additional information as requested to show that the reported activities are true Public Benefits and support the needs of the community. Additional organizational brochures and pamphlets may be submitted with the Report.

The Contractor will include in the Report a calculation of Public Benefits Program Credits (Credits) earned by the Contractor through reported public benefit programming and activities. This calculation will be made using the value of the Contractor's fee discounts, scholarships, programming, capital programming, and stewardship activities based on the estimated values set out in the Plan. If the Contractor seeks credit for any activity not set out in the Plan or that differs from the estimated value in the Plan, the Contractor will provide a written explanation why the claimed Credits should be available for that activity. The Superintendent will verify the availability and amount of Credits earned and make any credits earned adjustment as may be required in the Superintendent's reasonable discretion. If the Superintendent adjusts the Credits available from the amount claimed by the Contractor, the Superintendent will notify the Contractor of this adjustment and provide the Contractor an opportunity to clarify or explain the amount of the credits claimed. The Superintendent's determination of the value of Credits will be final and binding.

Contractor is required to meet the minimum Public Benefits amount annually as identified in Article 4, Subsection 4.3. If the Contractor surpasses the required annual

amount in any year during the term, that additional amount will be credited to the ten (10) year Public Benefits requirement. If the Contractor is unable to meet the required amount and a credit is held from a previous year within this contract Term that amount will be applied to cover the shortage. If they are unable to meet the required Public Benefits within the ten (10) year term a cash payment will be made by the Contractor to meet the shortage at the end of the contract. Any amount provided by the Contractor above the minimum amount required by the end of the Contract will be retained by the City to support the full Fair Market Rent not charged to the Contractor. No amount of funds provided in Public Benefits in excess of the minimum required for the Contract Term will be paid by the City to the Contractor or be exchanged for payment of rent or for any Additional Fees or charges.

5.3. City Approval. If the Superintendent or designee cannot determine the benefits or value of Public Benefits set out in either the Plan or Report, Superintendent may request additional information or documentation within ten (10) days of receipt. The Contractor will provide any requested information or documentation within ten (10) days of receiving Superintendent's request. Failure to provide agreed Public Benefits set out in the Plan will be a breach of this Agreement in addition to making specified Public Benefits Program Credits unavailable as an offset against Use Fees.

5.4 Regular Review. The Contractor and City will review the Plan on a regular basis to determine if changes need to be made to the Plan based on community need, program need, City requirements, or global changes and needs. Plan changes will be agreed upon by both parties, captured in an official business letter signed by both parties and implemented in the annual Plan.

Article 6. TAXES

- 6.1. Taxes. If applicable, the Contractor shall pay to SPR monthly whatever Leasehold Excise Tax is assessed pursuant to Chapter 82.29A RCW as a requirement of the Contractor's use and occupancy of the Premises under this Agreement. In addition, the Contractor shall pay before their delinquency, all other taxes that may be due and payable with respect to property owned by and the activities of Contractor on the Premises to the extent failure to do so could result in a lien against the Premises.
- 6.2. Offset Inapplicable to Taxes. The reduction and offsetting of any Use Fee pursuant to Article 5 hereof shall have no effect on the amount of any Leasehold Excise Tax due and payable to the City or any other tax obligation of the Contractor. Unless the Contractor is exempt from the payment of Leasehold Excise Taxes, all such taxes are required.

Article 7. UTILITIES

- 7.1 Utility Charges. Commencing on the Use Fee Commencement Date, the Contractor shall pay to the City a monthly Additional Utility Charge of \$150.00 (one hundred fifty dollars) for Contractor's use of utilities at the Premises, including but not limited to, electricity, water, and sewer. The Additional Utility Charge is payable at the same time and in the same manner as the Use Fee as indicated in Article 4.
- 7.2 Telecommunications and Data. The Contractor is responsible for any telephone or internet access required for their operations. No alterations or installation of services will be made to the structure of the facility without prior permission from SPR.
- 7.3. Refuse Collection, Recycling of Waste Materials. The Contractor shall provide all necessary housekeeping and janitorial services for the Premises to a level consistent

with other similar SPR facilities and operations and to the Superintendent's reasonable satisfaction. The Contractor shall be responsible for proper storage and removal of trash, litter pickup, and recycling consistent with City standards.

- 7.4. Interruption. The City shall not be liable for any loss, injury, or damage to person or property caused by or resulting from any variation, interruption, or failure of services due to any cause whatsoever, including, but not limited to, electrical surges, or from failure to make any repairs or perform any maintenance, unless the same is attributed to SPR's gross negligence. No temporary interruption or failure of such services incident to the making of repairs, alterations, or improvements or due to accident, strike or conditions or events beyond City's reasonable control shall be deemed an eviction of the Contractor or to relieve the Contractor from any obligations hereunder or to give the Contractor a right of action against the City for damages. Contractor acknowledges its understanding that there may be City-planned utility outages affecting the Premises and that such outages may interfere, from time to time, with Contractor's use of the Premises. The City has no obligation to provide emergency or backup power to the Contractor. The provision of emergency or backup power to the Premises or to enable the equipment therein to properly function shall be the sole responsibility of the Contractor. If utilities are interrupted at the Premises so as to render them unfit for their permitted uses, then the Use Fee for the year shall be abated for the duration of the disruption in the proportion that the number of days of the disruption bears to the number of days of the year.

Article 8. CONTRACTOR'S OPERATIONS

The Contractor must use the Premises to conduct Early Childhood Education (ECE) programming for children. The Premises may also be minimally used for community

events and activities, and meetings for the programs and/or the community. If the Contractor chooses to allow other community groups to use the facility outside of their program hours, they are required to always have a representative of the program on site during use by another community group. The Contractor can require reasonable payment for use of the space, however, all funds received must be used to support the Cooperative Preschool programming or community activities provided at no cost. The Contractor is responsible for any damage or destruction done to the premises by any outside user of the Premises.

Contractor shall use the Premises only for the permitted use as above and more fully described below. As City's willingness to enter into this Contract with the Contractor was predicated, in part, on the nature of the Contractor's business, and the compatibility of such business with the Building, Contractor shall not use or permit the use of the Premises for any other business, or purpose, or under any other name, without City's prior written consent. The Contractor shall promptly comply, at its sole cost and expense, with such reasonable rules and regulations relating to the use of the Premises and Common Areas as City, from time to time, may promulgate. Any newly promulgated rules and regulations shall not materially interfere with the Contractor's business for the Permitted Use nor shall such rules and regulations restrict the Contractor's rights or increase its obligations hereunder. In the event of any conflict between the rules and regulations promulgated by the City and the terms of this Contract, the term of this Contract shall prevail.

The Contractor shall maintain the Premises in a clean orderly and neat fashion and to set a standard established for other similar SPR properties, permitting no objectionable odors to be emitted from the Premises and shall neither commit waste nor permit any

waste to be committed thereon. Contractor shall not permit any accumulation of trash on or about the Premises. Contractor shall not create or contribute to the creation of a nuisance in the Premises and Contractor shall not engage in or permit any action that will disturb the quiet enjoyment of any other occupant in the Building.

Article 9 CONTRACTORS HOURS OF OPERATIONS

- 9.1 School Year and Summer Programs. The Contractor will be conducting programming during both the school year and summer months providing preschool opportunities, family events, community meetings, and other options as agreed upon with the Superintendent or designee. Annually, by August 31, the Contractor will submit the hours of operations and program timing to SPR for the school year and by June 1, for summer programming. Preschool operations are permitted to take breaks from programming in alignment with other school operations.
- 9.2 Closures. Subject to the Superintendent's prior approval, the Contractor may close the Premises or a portion thereof for a determined amount of time for repairs or any approved remodeling with a minimum of one week's prior notice to families and program participants. The Contractor shall close to accommodate reasonable operational requirements of City's business, upon thirty (30) days prior written notice to the Contractor, and the Contractor shall immediately close in the case of any emergency as determined by the Superintendent; provided, however, that if the Contractor closes pursuant to this sentence at the direction of the City, and if the Contractor remains closed at the direction of the City for more than three (3) days, then the Contractor's Use Fee and Additional Charges shall be prorated for the duration of the closure in the proportion that the number of

days of the closure bears to the number of days in the month. The Contractor shall furnish an approved sign at the Premises entrance advising the public of any approved closures, unless closed at the direction of the City.

Article 10. ALTERATIONS BY CONTRACTOR

The Contractor shall not make any alterations, additions, or improvements in or to the Premises without first submitting to City professionally prepared plans and specifications for such work and obtaining the City’s prior written approval thereof. The Contractor covenants that it will cause all alterations, additions, and improvements to the Premises to be completed at the Contractor’s sole cost and expense by a contractor approved by the City and in a manner that (a) is consistent with the City approved plans and specifications and any conditions imposed by the City in connection therewith; (b) is in conformity with first-class, commercial standards; (c) includes acceptable insurance coverage for the City’s benefit; (d) does not affect the structural integrity of the Premises or any of the Premises’ systems; (e) does not disrupt the business or operations of any occupant of the Building; and (f) does not invalidate or otherwise affect the construction or any system warranty then in effect with respect to the Premises. The Contractor shall secure all governmental permits and approvals required for the work; shall comply with all other applicable governmental requirements and restrictions; and reimburse the City for any and all expenses incurred in connection therewith. Except as provided in Section 17 with regard to concurrent negligence, the Contractor shall indemnify, defend, and hold the City harmless from and against all losses, liabilities, damages, liens, costs, penalties, and expenses (including attorney’s fees, but without waiver of the duty to hold harmless) arising from or out of Contractor’s performance of such alterations, additions, and improvements, including, but not limited to, all which arise from or out of the

Contractor’s breach of its obligations under terms of this Section. All alterations, additions, and improvements (expressly including all light fixtures; heating and ventilation units; floor, window, and wall coverings, and electrical wiring) except Contractor’s moveable trade fixtures and appliances and equipment not affixed to the Premises (including without limitation furniture, computers, point of sale systems and registers) shall become the property of the City at the expiration or termination of this Contract without any obligation on its part to pay for any of the same. At the City’s request, Contractor shall execute a deed or bill of sale in favor of the City with respect to such alterations and/or improvements. Notwithstanding the foregoing, Contractor shall remove all or any portion of such alterations and/or improvements on the expiration or termination of this Contract if the City specifically so directs, in writing, at the time of the City’s issuance of its approval thereof. Within ninety (90) days after the completion of any alteration, addition, or improvement to the Premises, Contractor shall deliver to the City a full set of “as-built” plans of the Premises showing the details of all alterations, additions, and improvements made to the Premises by the Contractor.

Article 11. CARE OF PREMISES

11.1 General Obligations. The Contractor shall take good care of the Premises and shall reimburse the City for all damage done to the Premises that results from any act or omission of the Contractor or any of their officers, contractors, agents, invitees, licensees, volunteers, or employees.

11.2 Contractor Maintenance Obligations. The Contractor is responsible for the care and maintenance of all equipment owned by the Contractor. The Contractor is responsible for appliances (stoves, ovens, microwaves, refrigerators, etc.) for program use. The

Contractor is responsible for lighting fixtures, plumbing fixtures, light bulbs, and other basic equipment necessary for the health and safety of the facility and the program participants.

11.3 Custodial Services for Premises. The Contractor shall keep the interior of the building in a neat, clean, and sanitary condition, and shall provide all general cleaning and janitorial services, at no cost or expense to the City, as may be required for the Premises. The Contractor shall furnish all cleaning supplies and materials needed to operate such areas in the manner prescribed in this Contract; the Contractor shall provide all necessary janitorial services to adequately maintain the inside of such areas using a company reasonably approved by the City. Contractor shall be responsible for keeping the areas immediately adjacent to the perimeter of such areas free of litter and clean of spills resulting from Contractor's operations.

11.4 Failure to Care for Premises. If, after the City provides written notice to the Contractor of the Contractor's failure to comply with this Section, Contractor fails to take good care of such areas, the City, at its option, may do so, and in such event, upon receipt of written statement from the City, Contractor shall promptly pay the entire actual cost thereof as an Additional Charge. City shall have the right to enter the Premises for such purposes. City shall not be liable for interference with light, air, or view.

11.5 City Maintenance Obligations. All normal repairs necessary to maintain the Building (including the structural aspects and exterior of the Premises), the Common Areas, and the heating, ventilation, utility, electric, plumbing, and other systems and equipment serving the Building (including the Premises) in a reasonably good operating condition, as determined by the City, shall be performed by the City at its expense. The foregoing sentence does not extend to maintenance occasioned by an act of omission of the

Contractor or its officers, agents, employees, invitees, or contractors. Except in the event of the City's gross negligence or intentional misconduct, there shall be no abatement or reduction of rent arising by reason of the City's making of repairs, alterations, or improvements.

11.6 Alterations. The City, in its discretion, may increase, decrease, or change the number, locations and dimensions of any hallways, lobby areas, Common Areas, and other improvements shown on the property that are not within the Premises. Such increase, decrease, or change shall not materially interfere with Contractor's use of the Premises as permitted in Subsection 3.3 Permitted Use. The City reserves the right from time to time to (i) install, use, maintain, repair, relocate, and replace pipes, ducts conduits, wires, and appurtenant meters and equipment for service to the Premises, or to other parts of the Building/Property where the Premises are located in areas above the suspended ceiling surfaces, below the floor surfaces, within the walls and elsewhere in the Building; (ii) to alter or expand the Building/Property; and (iii) to alter, relocate, or substitute any of the Common Areas. In performing any work described in (i), (ii), and (iii) of this subsection, the City shall make every reasonable effort to perform the work when school or programs are not in session, to notify the Contractor in advance of any work anticipated to affect the Premises, and to work with the Contractor in order to minimize any interruption or adverse effects on Contractor's use of the Premises. If the Contractor's employees are not personally present to permit entry and an entry is necessary in an emergency, the City may enter by master key or forcible entry without rendering the City liable except in the event of the City's gross negligence or intentional misconduct. Nothing contained herein shall be construed to impose upon the City any duty to repair or other obligation not specifically stated in this Contract.

- 11.7 Prohibition Against Installation or Integration of Any Work or Visual Art on the Premises Without City’s Consent. The City reserves to and for itself the right to approve or disapprove of the installation or integration on or in the Premises of any “work of visual art,” as that term is defined in the Visual Rights Act of 1990, as now existing or as later amended, and to approve or disapprove of each and every agreement regarding any such installation or integration. The Contractor shall not install on or integrate into or permit any other person or entity to install on or integrate into, the Premises any such work of visual art without the City’s prior, express, written consent. The City’s consent to installation of any such artwork may be granted, granted upon one or more conditions, or withheld in the City’s discretion.
- 11.8 Contractor Indemnification of City Against Liability under Visual Artists Rights Act of 1990. The Contractor shall protect, defend, and hold the City harmless from and against any and all claims, suits, actions, or causes of action, damages and expenses (including attorneys’ fees and costs) arising as a consequence of (a) the installation or integration of any work of visual art on or into the Premises; or (b) the destruction, distortion, mutilation, or other modification of the art work that results by reason of its removal; or (c) any breach of Subsection 11.5 of this Contract; or (d) any violation of the Visual Artists Rights Act of 1990, as now existing or hereafter amended; by the Contractor or any of its officers, employees, or agents. This indemnification obligation shall exist regardless of whether the City or any other person employed by the City has knowledge of such installation, integration, or removal or has consented to any such action or is not required to give prior consent to any such action. The indemnification obligation of this subsection shall survive the expiration or earlier termination of this Contract.

Article 12. KEYS

- 12.1 Keys. Access through keys is granted to the Contractor by the City. The City oversees access for the security and safety of the Building. The SPR facilities Access and Security systems unit designates management and can terminate access, or request the return of City property including, but not limited to keycard, keys, electronic keys (CyberKey), etc., with notice. Upon request to surrender city issued keys and/or badges, the Contractor must return those items to an approved Contracts Administration & Support Office (CASO) designee or directly to the SPR Access Control unit.

Each key must be assigned and checked out by the Contractor for whom they will be issued. All costs associated with replacing any keys will be the responsibility of the Contractor including if SPR deems lock core replacement necessary. If applicable, an alarm code will be provided by SPR and can only be given to Contractor's staff.

- 12.2 Key Audits. The City may request key audits at any time, without notice. A response is required within seventy-two (72) hours of a key audit request. Audits initiated by the city may be performed on site or scheduled with the SPR Access Control Team, as determined by Access Controls. SPR will provide instruction at the time of a Contractor initiated audit.

- 12.3 Lost or Stolen Keys/Electronic Keys/Keycards. If a key is lost or stolen, the Contractor must notify the SPR Access Control team immediately. The Contractor will be billed for the cost of rekeying the door(s) in an amount to be determined by SPR. The current cost for replacement of keys and keycards is fifty dollars (\$50.00) each, and two hundred and fifty dollars (\$250.00) for electronic keys (CyberKey). All keys, electronic keys, and keycards remain the property of the City and **Duplication is Strictly Prohibited**. Access Control number is 206-684-4021 or email @ accesscontrols.parks@seattle.gov.

Article 13. SIGNS AND ADVERTISING

- 13.1 Signs. Contractor shall not inscribe, post, place, or in any manner display any sign, notice, picture, poster, or any advertising matter whatsoever anywhere in or about the Premises, without the Superintendent’s prior written consent. The Contractor shall remove all signage at the expiration or termination of this Contract and repair any damage or injury to the Premises.
- 13.2 On-Premises Signs. The Contractor may install approved permanent exterior signage. Temporary signs or banners not more than 24 square feet in size may be displayed on or about the Premises to advertise a special event beginning as agreed upon before the event advertised through the conclusion of such event. Exterior signage shall include the Premises’ name, Contractor’s name, and the SPR logo and shall be constructed in a style and size consistent with SPR’s sign policy.
- 13.3 Recognition. On materials printed after the date this Contract becomes effective, Contractor shall include a statement and the SPR logo on its printed materials stating, in effect, that: *“Seattle Parks and Recreation is a partner in supporting Victory Heights Cooperative Preschool.”*

Article 14. SURRENDER OF PREMISES

- 14.1 General Matters. At the expiration or termination of the Contract Term, the Contractor shall return the Premises to the City in the same condition in which it was received on the Execution Date (or, if altered, then the Premises shall be returned in such altered condition unless otherwise directed by the City pursuant to Article 10) reasonable wear and tear, casualty and condemnation damages not resulting from or contributed to by negligence of Contractor, excepted. Prior to such return, the Contractor shall remove its moveable trade fixtures and appliances and equipment that have not been attached to

the Premises and shall repair any damage resulting from their removal. In no event shall the Contractor remove floor coverings; heating or ventilating equipment; lighting equipment or fixtures; or window or wall coverings unless otherwise specifically directed by the City in writing at the time when the City's approval of their installation is issued. The Contractor's obligations under this Section shall survive the expiration or termination of this Contract. The Contractor shall indemnify the City for all damages and losses suffered as a result of Contractor's failure to remove voice and data cables, wiring and communication lines and moveable trade fixtures and appliances and to redeliver the Premises on a timely basis.

- 14.2 Cable and Wiring. Notwithstanding any provision to the contrary in this Contract and if the City so directs, on or by the expiration date, or if the Contract is terminated before the expiration date, within fifteen (15) days after the effective termination date, whichever is earlier, the Contractor shall remove all voice and data communication and transmission cables and wiring installed by or for the Contractor to serve any telephone, computer, or other equipment located in that portion of the Premises. Cables and wiring shall include all of the same located within the interior and exterior walls, through or above the ceiling, or through or below the floor, vertical or horizontal riser, raceway, conduit, channel, or opening connection opening of such portion of the Premises to be vacated and surrendered to the City as of such expiration date or earlier termination date. The Contractor shall leave the mud rings, face plates, and floor boxes in place.

Article 15. COMPLIANCE WITH LAW

- 15.1 General Requirements. The Contractor, at no cost to the City, shall perform and comply with all applicable laws of the United States and the State of Washington; the

Charter and Municipal Code of the City of Seattle; and rules, regulations, orders and directives of their administrative agencies and the officers thereof, as such enactments now exist or are hereafter enacted or promulgated. The Contractor shall promptly comply, at its sole cost and expense, with all laws, ordinances and regulations now in force or hereafter adopted relating to or affecting the condition, use or occupancy of the Premises. Whenever the Contractor is informed of any violation of any such law, ordinance, rule, regulation, license, permit or authorization committed by it or any of its officers, employees, contractors, subcontractors, agents, or invitees, the Contractor shall immediately desist from and/or prevent or correct such violation.

15.2 Licenses and Other Authorizations. The Contractor, at no cost to the City, shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits and similar legal authorizations, and comply with all requirements thereof, and shall submit to SPR evidence of the Contractor's satisfaction of all such requirements prior to the commencement of any modification of the Premises. The Contractor shall be responsible for payment of all fees and charges incurred in obtaining any required permits or other governmental approvals.

15.3 Nondiscrimination. The Contractor agrees to and shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code, as they may be amended from time to time, and rules, regulations, orders and directives of the associated administrative agencies and their officers, including the obligation to affirmatively act as described under the referenced Seattle Municipal Code.

The Contractor shall not discriminate against any employee, applicant for employment, student or prospective student and/or such student's family, because of race, color, age,

sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor shall affirmatively try to ensure all applicants, employees, students, prospective students, and their families are treated equally, without regard to race, color, age, sex, marital status, sexual orientation, gender identify, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap. Such efforts include, but are not limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training as well as acceptance of student applications.

15.4 Americans with Disabilities Act. The Contractor acknowledges that the Americans with Disabilities Act (the “ADA”) requires that programs, services, and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to individuals with a disability. With respect to its Operations, the Contractor shall comply with the ADA and any other federal, state, or local disability rights legislation, including but not limited to the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; and the Washington Law Against Discrimination, Wash. Rev. Code Ann. § 49.60. The Contractor shall not discriminate against any individual with a disability in the provision of services, benefits, or activities pursuant to this Agreement. The Contractor shall provide reasonable accommodations for participants and patrons with disabilities upon request, including but not limited to providing sign-language or oral interpretation, assistive listening devices, or alternate formats of written materials. The Contractor may establish reasonable timeframes for requests for accommodations and

will communicate the timeframes in any advertising. The Contractor shall promptly respond to and resolve any complaints regarding accessibility of its programs and shall notify the City of all accessibility complaints relating to the Victory Heights Shelterhouse within 72 hours of receipt.

15.5 Liens and Encumbrances. The Contractor shall keep the Premises free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the Premises. If, because of any act or omission of the Contractor, any mechanic or other lien or order for payment of money shall be filed against the Premises, the Contractor shall promptly notify the City of the same and, at the Contractor's sole expense, cause the same to be discharged or bonded within thirty (30) days after the date of notice of such filing. At the City's request, the Contractor shall furnish the City written proof of payment of any item that would or might constitute the basis for such a lien on the Premises if not paid.

15.6 Hazardous Substances. The Contractor shall not, without the City's prior written consent, keep on or about the Premises any substances designated as, or containing any component now or hereafter designated as hazardous, dangerous, toxic, or harmful and/or subject to regulation under any federal, state, or local law, regulation or ordinance ("Hazardous Substances"), except customary office, kitchen, cleaning, and other related supplies in normal quantities handled in compliance with applicable laws. With respect to any Hazardous Substances stored with City's consent, Contractor shall promptly, timely, and completely comply with all governmental requirements for reporting and record keeping; submit to City true and correct copies of all reports, manifests, and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities; within five (5) days after the City's request therefor, provide evidence satisfactory to the City of

Contractor's compliance with all applicable governmental rules, regulations, and requirements; and comply with all governmental rules, regulations, and requirements, including those regarding the proper and lawful use, sale, and transportation generation, treatment, and disposal of Hazardous Substances. Any and all costs incurred by the City and associated with the City's inspection of the Premises and City's monitoring of Contractor's compliance with this Subsection, including City's attorney's fees and costs shall be Additional Charges and shall be due and payable to the City within ten (10) days after the City's demand therefor, if the Contractor's violation of this Subsection is discovered as a result of such inspection or monitoring. The Contractor shall be fully and completely liable to the City for any and all cleanup costs and expenses and all other charges, expenses, fees, fines, penalties (both civil and criminal) and costs imposed with respect to Contractor's use, disposal, transportation, generation and/or sale of Hazardous Substances in or about the Premises. The Contractor shall indemnify, defend and hold the City harmless from any and all of the costs, fees, penalties, charges, and expenses assessed against, or imposed, upon the City (as well as City's attorney's fees and costs) as a result of Contractor's use, disposal, transportation, generation, and or/sale of Hazardous Substances on or about the Premises. The indemnification obligation of this subsection shall survive the expiration or early termination of this Contract.

Article 16. BACKGROUND CHECKS AND IMMIGRANT STATUS

The City may require background checks for some or all of the Contractors and their employees and contracted workers who may perform work under this Agreement. The City reserves the right to require such background checks at any time. The City has strict policies regarding the use of background checks, criminal checks, and immigrant status

for contract workers. The policies are incorporated into this Agreement and available for viewing on-line at <http://www.seattle.gov/purchasing-and-contracting/social-equity/background-checks>.

Federal Immigration Enforcement Notification Requirements

- A. This Section applies to Contractors and their employees and contracted workers who
 - (i) are working at City facilities and properties, or
 - (ii) have access to City records, databases, technology, or information systems.
- B. As used in this Section, “Federal Immigration Authority” means an employee or agent of any federal immigration agency, including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO) Customs and Border Protection (CBP), and U.S. Citizenship and Immigration Services (USCIS) or any other federal agency representative seeking to enforce immigration law.
- C. Prior to responding to any requests from the Federal Immigration Authority for access to City property or City information provided to Contractors through this Agreement, the Contractor shall notify the Project Manager immediately.

Such requests may include:

- a. requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as “private” or “employee only”); or
- b. requests for City records, databases, technology or information (written or oral).

- D. Access to non-public areas or information shall not be provided without prior review and consent of the City. The Contractor shall request that the Federal Immigration Authority wait until the Contractor is able to verify the credentials and authority of the Federal Immigration Authority and direct the Contractor on how to proceed.
- E. Contractor shall inform its employees and subcontractors of the requirements of this Section and shall include the requirements in this Section in all subcontracts for work under this Agreement.
- F. The requirements in this Section are intended to enable the City to verify that access to non-public City facilities, property, and information complies with federal and local law. Nothing in this Section shall be construed to require any City employee, the Contractor its employees, or its subcontractors to obstruct, interfere with, or otherwise fail to comply with requirements of federal and local law.

Article 17. INDEMNIFICATION AND INSURANCE

- 17.1 Indemnification. The Contractor shall indemnify the City for and against any liability, claim, damage, cost or expense (including reasonable attorneys' fees) arising from or relating to the use and occupancy of the Premises and any portion thereof, and any act or omission of the Contractor or any of its officers, employees, agents, contractors, invitees, or volunteers on the Premises, and any claim by a third party arising from any of the foregoing. If any suit or action is brought against the City, the City shall give reasonable notice of such suit or action to the Contractor. Upon receipt of such notice, the Contractor shall defend the City, at no cost and expense to the City, and promptly satisfy any final judgment adverse to the City or to the City and the Contractor jointly. If the City determines one or more principles of governmental or public law are

involved, the City retains the right to participate in such action. The above liability shall not be diminished even if any death, injury, damage, loss, cost, or expense may have been, or may be alleged to have been, contributed to by the negligence of the City or its officers, employees, or agents; provided, that nothing contained in this section shall be construed as requiring the Contractor to indemnify the City against liability for damage arising out of bodily injury to a person or damage to property caused by or resulting from the sole negligence of the City or any of its officers, employees, or agents.

17.2 Survival of Indemnification Obligation. The indemnification obligations of the Contractor hereunder shall survive the expiration or earlier termination of this Agreement.

17.3 Insurance to be secured by Contractor. Prior to the commencement of any activity on the Premises under this Agreement, the Contractor shall secure and shall thereafter maintain in full force and effect at no expense to City, insurance as specified in Exhibit B, Insurance Requirements. Insurance fulfilling these requirements is a condition for use of the premises and any programming on the premises. Updated insurance documents must be provided to the City before current insurance coverage expires.

If the Certificate of Insurance and the Endorsement or the Binder are not submitted to SPR and approved by the City before the current insurance expiration date, the Contractor may not use the Premises or provide programming on the Premises until it has submitted the required insurance documents. If the Contractor disregards this provision and attempts to use the Premises or continue programming on the Premises without proper insurance, SPR may choose to discontinue the Contractor's access to the Premises until all documents have been submitted to and approved by the City. If SPR has to change the lock core and keys due to discontinued access to the

Premises, then the Contractor will be required to pay for the new lock core and each new key requested. Reentry to the facility will be provided once both insurance documents are approved, and the cost of the lock core and keys has been paid in full.

- 17.4 Insurance Changes. If at any time the City determines then-current insurance coverages and limits of liability to be inadequate to protect the interests of the City, the City may require the Contractor to increase said coverage and/or liability limits to such amounts as the City shall deem reasonable within sixty (60) days after the date of notice to the Contractor. If the Contractor fails to update its insurance coverage as requested by the deadline, the City may follow the procedure outlined in Subsection 17.3 to prohibit the Contractor from operating on the Premises without appropriate insurance.
- 17.5 Notice of Cancellation. The Contractor shall ensure that all insurance contracts provide for notice of cancellation to the City at the addresses shown in Article 27, Subsection 27.2 not less than thirty (30) days prior to the date of cancellation, except in cases of cancellation for non-payment premiums, in which case notice shall be given not less than ten (10) days prior to the date of cancellation.
- 17.6 General Requirements for Insurance. The limits of liability described in Exhibit B are minimum limits of liability only. Regardless of provisions to the contrary under the terms of any insurance policy maintained by the Contractor, the specification of any such minimum limits shall neither be (1) intended to establish a maximum limit of liability to be maintained by the Contractor as respects this Agreement, nor (2) construed as limiting the liability of any of the Contractor's insurers, which must continue to be governed by the stated limits of liability of the relevant insurance policies.

17.7 Subject to Approval. Each insurance policy required hereunder shall be (1) subject to reasonable approval by the City that it conforms with the requirements of this Section and Exhibit B, and (2) be issued by an insurer rated A- or higher in the then-current A.M. Best’s Key Rating Guide and licensed to do business in the State of Washington unless procured under the provision of chapter 48.15 RCW (Unauthorized insurers). Any deductible or self-insured retention (“S.I.R.”) must be disclosed to SPR and shall be subject to reasonable approval by the City. The Contractor shall cooperate to provide such information as the City may reasonably deem to be necessary to assess the risk bearing capacity of the Contractor to sustain such deductible or S.I.R. The cost of any claim falling within a deductible or S.I.R. shall be the responsibility of the Contractor. If a deductible or S.I.R. for GL or equivalent insurance is not “fronted” by an insurer but is funded and/or administered by the Contractor or a contracted third-party claims administrator, the Contractor agrees to defend and indemnify the City to the same extent as the City would be protected as an additional insured for primary and non-contributory limits of liability as required herein by an insurer.

Article 18. DAMAGE OR DESTRUCTION

18.1 Report of Damage or Destruction. If the Premises are partially or wholly destroyed or damaged by fire, earthquake, or other casualty, the Contractor shall notify SPR in writing within twenty-four (24) hours after its discovery.

18.2 Use Fee Obligation in Event of Damage or Destruction. If the Premises are destroyed or damaged by fire or other casualty, and such destruction or damage is so extensive as to render such Premises unusable (either because of the need to rebuild or to clean and refurbish the same), and if the Contractor has given timely notice of such destruction or damage as provided by Article 18, then the Contractor’s obligation to

pay the Use Fee shall be abated until the date that the Premises are made useable.

The unusability of the Premises and the duration of any such Use Fee abatement shall be reasonably determined by the Superintendent and confirmed by one or more notices to the Contractor. Suppose only a portion of the Premises is damaged or destroyed by fire or other casualty but the remainder of such Premises remains usable, as reasonable determined by the Superintendent, and the Contractor has given timely notice of such destruction or damage as provided by this Article. In that case, the Contractor shall pay a reduced Use Fee that is proportionate to the extent of the Premises that remains usable for the purposes identified in Article 8 hereof, which reduced Use Fee amount shall be reasonably determined by the Superintendent and identified by notice to the Contractor, and paid by the Contractor through the date reasonable specified by the Superintendent in such notice or the late date specified in any subsequent notice.

- 18.3 Community Programming Obligation in Event of Damage or Destruction. If the Premises are destroyed or damaged by fire or other casualty, and such destruction or damage is so extensive as to render such Premises unusable (either because of the need to rebuild or to clean and refurbish the same), then the Contractor's obligation to provide Community Programming shall be abated until the date that the Premises are made useable. The unusability of the Premises and the duration of any such Community Programming abatement shall be reasonably determined by the Superintendent and confirmed by one or more notices to the Contractor. If only a portion of the Premises is damaged or destroyed by fire or other casualty but the remainder of such Premises remains usable, as reasonably determined by the Superintendent, then the Contractor shall offer a reduced schedule of Community Programming and/or offer Community Programming with a reduced capacity, as shall

be reasonably determined by the Superintendent, in consultation with the Contractor, and identified by notice to the Contractor.

18.4 Rebuilding and Repair. The City, in its sole discretion, may either repair, rebuild, or demolish the Premises. If the City elects to repair or rebuild, then upon written notice from the Superintendent, the Contractor shall reoccupy the Premises, the Use Fee abatement, or the reduction provided pursuant to this Article shall be discontinued, the full Use Fee shall again be due and payable, and the Community Programming schedule shall resume. The City shall not be liable to the Contractor for damages, compensation or any other sum for inconvenience, loss of business, or disruption arising from any repair, rebuilding, or closure of any portion or the whole of the Premises. Nor shall the City be required to repair or replace any equipment or property located on the Premises and owned or maintained by the Contractor or other users of the Premises.

18.5 Termination Rights in Event of Damage or Destruction.

- By Contractor: If a loss to any portion of the Premises effectively renders the entire Premises unusable in the reasonable opinion of the Superintendent, then the Contractor may elect to terminate this Agreement.
- By City: Unless SPR, within sixty (60) days after the occurrence of any such damage or casualty, gives notice to the Contractor of the City's election to restore the Premises, this Agreement shall automatically terminate.

Article 19. ASSIGNMENT OR SUBLEASE

Contractor shall not sublet or encumber the whole or any part of the Premises, nor shall this Contract or any interest thereunder be assignable or transferable by

operation of law or by any process of any court or otherwise without the prior written consent of the City, whose consent shall be given or withheld in its sole discretion.

The granting of consent to a given transfer shall not constitute a waiver of the consent requirements as to future transfers. Any assignment or sublease, without the City's prior written consent, at the City's option shall be voided. No assignment or sublease shall release the Contractor from primary liability hereunder. Each assignment or sublease shall be by an instrument in writing in a form satisfactory to the City. If the Contractor is a corporation, then any transfer of the Contract by merger, consolidation, or liquidation, or any direct change, in the ownership of, or power to vote the majority of, Contractor's outstanding voting stock, shall constitute an assignment for the purposes of this Contract. If the Contractor is a partnership, then a change in general partners in or voting or decision-making control of the partnership shall also constitute an assignment.

Article 20. ASSIGNMENT BY THE CITY

If the City sells or otherwise transfers the Premises, or if the City assigns its interest in this Contract, such purchaser, transferee, or assignee therefore shall be deemed to have assumed the City's obligations under this Contract arising after the date of such transfer, but this Contract shall otherwise remain in full force and effect. The Contractor shall attorn to City's successor, which assumes and agrees to perform all of the City's obligations under this Contract.

Article 21. EMINENT DOMAIN

21.1 Taking. If all of the Premises are taken by Eminent Domain, this Contract shall terminate as of the date the Contractor is required to vacate the Premises, and all Use Fees and Additional Charges shall be paid to that date. The term “Eminent Domain” shall include the taking or damaging of property by, through, or under any governmental or statutory authority, and any purchase or acquisition in lieu thereof, whether the damaging or taking is by government or any other person. If a taking of any part of the Premises by Eminent Domain renders the remainder thereof unusable for the business of the Contractor, in the reasonable judgment of the City, the Contractor may, at the option of either party, be terminated by written notice given to the other party not more than thirty (30) days after the City gives the Contractor written notice of the taking, and such termination shall be effective as of the date when the Contractor is required to vacate the portion of the Premises so taken. If this Contract is terminated, all Use Fees and Additional Charges shall be paid to the date of termination. Whenever any portion of the Premises is taken by Eminent Domain and this Contract is not terminated, the City, at its expense, shall proceed with all reasonable dispatch to restore, to the extent of available proceeds and to the extent it is reasonably prudent to do so, the remainder of the Premises to the condition they were in immediately prior to such taking, and the Contractor, at its expense, shall proceed with all reasonable dispatch to restore its personal property and all improvements made by it to the Premise to the same condition they were in immediately prior to such taking, to the extent award is available therefor. The Use Fee and Additional Charges payable hereunder shall be reduced from the date the Contractor is required to partially vacate the Premises in the same proportion that the useable area taken bears to the total useable area of the Premises prior to taking.

21.2 Award. Except as otherwise provided below, the City reserves the right to the entire damage award or any payment for any taking by Eminent Domain, and the Contractor waives all claim whatsoever against the City for damages for termination of its leasehold interest in the Premises or for interference with its business. The Contractor hereby grants and assigns to the City any right the Contractor may now have or hereafter acquire to such damages and agrees to execute and deliver such further instruments of assignment as the City, from time to time, may request. The Contractor, however, shall have the right to claim from the condemning authority all compensation that may be recoverable by the Contractor on account of any loss incurred by the Contractor in moving the Contractor’s merchandise, furniture, trade fixtures, and equipment and the cost of restoring its personal property and improvements made by it to the Premises.

Article 22. DEFAULT BY CONTRACTOR

22.1 Definition. If the Contractor violates, breaches, or fails to keep or perform any term, provision, covenant, or any obligation of this Contract; or if the Contractor files or is the subject of a petition in bankruptcy, or if a trustee or receiver is appointed for the Contractor’s assets or if the Contractor makes an assignment for the benefit of the creditors, or if the Contractor is adjudicated insolvent, or becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or liquidated, voluntarily or otherwise; then the Contractor shall be deemed in default.
 (“Default”)

22.2 City Remedies. If the Contractor has defaulted and such Default continues or has not been remedied to the reasonable satisfaction of the Superintendent within thirty (30)

days after written notice thereof has been provided to the Contractor, then the City shall have the following nonexclusive rights and remedies at its option. (1) to cure such default on the Contractor's behalf and at the Contractor's sole expense and to charge the Contractor for all actual and reasonable costs and expenses incurred by the City in effecting such cure as an Additional Charge; (2) to terminate this Contract; provided, however, that if the nature of the Contractor's obligation (other than monetary obligations and other than vacation or abandonment of the Premises) is such that more than thirty (30) days is required for performance, then the Contractor shall not be in default if it commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

22.3 Reentry by City Upon Termination. Upon termination of this Contract, the City may reenter the Premises, take possession thereof, and remove all persons therefrom, for which actions the Contractor shall have no claim thereon or hereunder. The Contractor shall be liable and shall reimburse the City upon demand for all actual and reasonable costs and expenses of every kind and nature incurred in retaking possession of the Premises. If the City retakes the Premises, the City shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and may place the same in storage at any place selected by the City including a public warehouse, at the expense and risk of the Contractor. The City shall have the right to sell such stored property, after reasonable prior notice to the Contractor or such owner(s), after it has been stored for a period of thirty (30) days or more. The proceeds of such a sale shall be applied first to the cost of such sale; second, to the payment of the charges for storage, if any; and third, to the payment of any other sums of money that may be due from the Contractor to the City; the balance, if any, shall be paid to the Contractor.

22.4 Vacation or Abandonment. If the Contractor vacates or abandons the Premises in their entirety and fails to reoccupy them within thirty (30) days after the city (1) delivers a notice to Contractor’s notice address demanding re-occupancy and (2) mails by certified or registered mail a copy of the notice to any forwarding address given by the Contractor to the City in writing, the Contractor shall be in default under this Contract.

22.5 City’s Non-exclusive Remedies Upon Termination due to Default of Contractor.

Notwithstanding any reentry by the City and anything in the contrary in this Contract, in the event of the termination of this Contract due to Default of the Contractor, the liability of the Contractor for all sums due under this Contract provided herein shall not be extinguished for the balance of the Term of this Contract. The Contractor shall also be liable to the City for any other amount (excluding consequential or specific damages) necessary to compensate the City for all the detriment proximately caused by the Contractor’s failure to perform its obligations under this Contract or that in the ordinary course of things would be likely to result therefrom, including but not limited to, any costs or expenses incurred in maintaining or preserving the Premises after such Default, and any costs incurred in authorizing others the use and occupancy of the Premises and in preparing the Premises for such use and occupancy, and such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of Washington. In the event of Termination due to Default of Contractor, the City will use reasonable efforts to mitigate its damages, but such efforts shall not be construed to be a waiver of the City’s rights to be made whole by the Contractor in the event of such Termination. The provisions of this Subsection shall survive the expiration or earlier termination of this Contract.

Article 23. CITY’S REMEDIES CUMULATIVE; WAIVER

The City's rights and remedies hereunder are not exclusive, but cumulative, and the City's exercise of any right or remedy due to a default or breach by the Contractor shall not be deemed a waiver of, or alter, affect, or prejudice any other right or remedy that the City may have under this Contract or by law or in equity. Neither the acceptance of the Use Fee nor any other act or omission of the City at any time or times after the happening of any event authorizing the cancellation or forfeiture of this Contract shall operate as a waiver of any past or future violation, breach, or failure to keep or perform any covenant, agreement, term, or condition hereof or to deprive the City of its right to cancel or forfeit this Contract, upon the written notice provided for herein, at any time that cause for cancellation or forfeiture may exist, or be construed so as to stop the City at any future time from promptly exercising any other option, right, or remedy that it may have under any term or provision of this Contract.

Article 24. DEFAULT BY CITY

The City shall be in default if it fails to perform its obligations under this Contract within thirty (30) days after its receipt of notice of nonperformance from the Contractor; provided, that if the default cannot reasonably be cured within the thirty (30) day period, the City shall not be in default if the City commences the cure within the thirty (30) day period and thereafter diligently pursues such cure to completion. Upon the City's default, the Contractor may pursue any remedies at law or in equity that may be permitted from time to time by the laws of the State of Washington.

Article 25. TERMINATION

25.1 Process for Termination of Contract

25.1.1 For Cause. Either party may terminate this Contract if the other party has materially breached the Contract and such breach has not been corrected to the reasonable satisfaction of the dissatisfied party with the time stated in the Contract or, if no time is stated, within thirty (30) days after notice of breach has been provided to such other party. If, however, the nature of such party's obligation is such that more than thirty (30) days are required for performance, then such party shall not be in default if it commences performance within such thirty (30) day period and diligently seeks to remedy the default of deficiency.

25.1.2 For Reasons Beyond the Control of the Parties. Either party may terminate this Contract without recourse by the other party where performance is rendered impossible or impractical for reasons beyond such party's reasonable control, such as but not limited to: acts of Nature, war or warlike operations; civil commotion; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

25.1.3 For Convenience. Either party, at any time, may terminate the Contract with ninety (90) days' written notice to the other party.

25.2 Notice of Termination. Notice of termination other than pursuant to Subsection 25.1.3 shall be given, in writing, by the Party terminating the Contract to the other party not less than thirty (30) days prior to the effective date of termination.

Article 26. ATTORNEY'S FEES

If either party retains the services of any attorney in connection with enforcing the terms of this Contract, each party agrees to bear its own attorney's fees and costs.

Article 27. NOTICES

27.1 Official Notices. Any notice, demand, or request required shall be given in writing to the party's address set forth in this Article by any of the following means: (a) personal service; (b) commercial or legal courier; or (c) registered or certified, first-class mail, postage prepaid, return receipt requested. Such addresses may be changed by notice to the other parties given in the same manner as provided above. Notices shall be deemed to have been given upon the earlier of actual receipt, as evidenced by the deliverer's affidavit, the recipient's acknowledgement of receipt, or the courier's receipt, except in the event of attempted delivery during the recipient's normal business hours at the proper address by an agent of a party or by commercial or legal courier to the US Postal Service but refused acceptance, in which case notice shall be deemed to have been given upon the earlier of the day of attempted delivery, as evidenced by the messengers affidavit of inability to deliver stating the time, date, place, and manner in which such delivery was attempted and the manner in which such delivery was refused, or on the day immediately following deposit with such courier.

27.2 Contact Information. All notices will be delivered to the individuals identified below or their replacement. The City and the Contractor will ensure that each party has the correct contact information for the representatives for this contract.

Seattle Parks and Recreation	Victory Heights Cooperative Preschool
Pamela Wilson Parks Concessions Coordinator Pamela.Wilson@seattle.gov 206-684-7818	Amelia Albert Liaison to Seattle Parks and Recreation Victoryheightsliasion@gmail.com 206-778-9664

300 Elliott Ave W, Suite 100 Seattle, WA 98119	1747 NE 106 th St Seattle, WA 98125
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This information will be updated annually since the Contractors' point of contact changes with the school year and based on Board appointments.

27.3 Updated Board Contact. The Contractor will provide an updated list of the Contractor's board to the City prior to the start of the school year, but no later than September 31.

Article 28. SUCCESSORS OR ASSIGNS

All of the terms, conditions, covenants, and agreements of this Contract shall extend to and be binding upon the City, the Contractor, and, subject to the terms of Section 19 and 20, their respective heirs, administrators, executors, successors, and permitted assigns, and upon any person or persons coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

Article 29. AUTHORITY AND LIABILITY

The Contractor warrants that this Contract has been duly authorized, executed, and delivered by the Contractor, and that the Contractor has the requisite power and authority to enter into this Contract and perform its obligations hereunder. The Contractor covenants to provide the City with evidence of its authority and the authorization of this Contract upon request. All persons and entities named as Contractor herein shall be jointly and severally liable for the Contractor's liabilities, covenants, and agreements under this Contract.

Article 30. PARTIAL INVALIDITY

If any court determines that any provision of this Contract or the application hereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Contract, or application of such provision to persons or circumstances other than those as to which is held invalid or unenforceable, shall not be affected thereby and each other term, covenant, or condition of this Contract shall be valid and be enforced to the fullest extent permitted by law.

Article 31. FORCE MAJEURE

Neither the City nor the Contractor shall be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to any cause beyond its reasonable control, including, but not limited to, an act of Nature, act of civil or military authority, fire, flood, windstorm, earthquake, pandemic, strike, or labor disturbance, civil commotion, delay in transportation, governmental delay, or war; provided, however, that the foregoing shall not excuse the Contractor from the timely payment of the Use Fee and Additional Charges due hereunder, when due.

Article 32. COUNTERPARTS

The parties may execute this Contract in counterparts, which, taken together, constitute the entire Contract.

Article 33. HEADINGS

The section headings used in this Contract are used for purposes of convenience and do not alter in any manner the content of the sections.

Article 34. CONTEXT

Whenever appropriate from the context, the use of any gender shall include any other or all genders, and the singular shall include the plural, and the plural shall include the singular.

Article 35. EXECUTION BY CITY AND CONTRACTOR; EFFECTIVE DATE

Neither the City nor the Contractor shall be deemed to have made an offer to the other party by furnishing the other party with a copy of this Contract with particulars inserted. No contractual or other rights shall exist or be created between the City and the Contractor until all parties have executed this Contract and the appropriate legislative authority approves it. This Contract shall become effective on the date (the “Effective Date”) on which this Contract is executed by the City and the Contractor and approved by the Seattle City Council. The City shall have no liability to the Contractor and shall have the right to terminate this Contract upon written notice to the Contractor if the Contract is legislatively disapproved.

Article 36. TIME OF ESSENCE; TIME CALCULATION METHOD

Time is of the essence with respect to this Contract. Except as otherwise specifically provided, any reference in this Contract to the word “day” means a “calendar day”; provided, however, that if the final day for any action required hereunder is a Saturday, Sunday, or City holiday, such action shall not be required until the next succeeding day that is not a Saturday, Sunday, or City holiday. Any reference in this Contract to the word “month” means “calendar month.”

Article 37. STANDARDS

Contractor recognizes that, although it is operating its facilities as an independent contractor, SPR is organized and exists for the purpose of maintaining park and recreation facilities for the use and enjoyment of the public. The Contractor, its agents and employees, will devote their efforts toward rendering courteous service to the public as though they were employees of the City, with a view of adding to the enjoyment of the patrons of this facility. The Contractor shall operate and conduct the facilities on the Premises in a business-like manner and will not permit any conduct on the part of the Contractor's employees which would be detrimental to the City's operations.

Article 38. MISCELLANEOUS

38.1 Entire Contract; Applicable Law. This Contract and Exhibits attached hereto, and by this reference incorporated herein, set forth the entire agreement of the City and the Contractor concerning the Premises, and there are no other agreements or understanding, oral or written, between the City and the Contractor concerning the Premises. Any subsequent modification or amendment of this Contract shall be binding upon the City and the Contractor only if in writing and signed by both parties. This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

38.2 Negotiated Contract. The parties to this Contract acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Contract reviewed by their respective legal counsel, and that the terms and conditions of this Contract are not to be construed against any party on the basis of such party's draftsmanship thereof.

To memorialize the agreements made, both parties hereby have caused this Concession Agreement to be executed by their respective representative(s) by signing below:

Contractor

City of Seattle, Seattle Parks and Recreation

Signature

Signature

Name

Name

Title

Title

Date

Date

Exhibits:

Exhibit A: Legal Description or Property, Maps, and Images

Exhibit B: Insurance Requirements

Exhibit C: Public Benefits Plan- Initial Year

Exhibit D: Public Benefits Plan/Report Template

Exhibit A

Legal Description of Victory Heights Shelterhouse

The Victory Heights Shelterhouse is located on the following property, legally described as follows:

Att 1 – Victory Heights Shelterhouse Preschool Contract
V1a

Victory Heights Shelterhouse/Playground

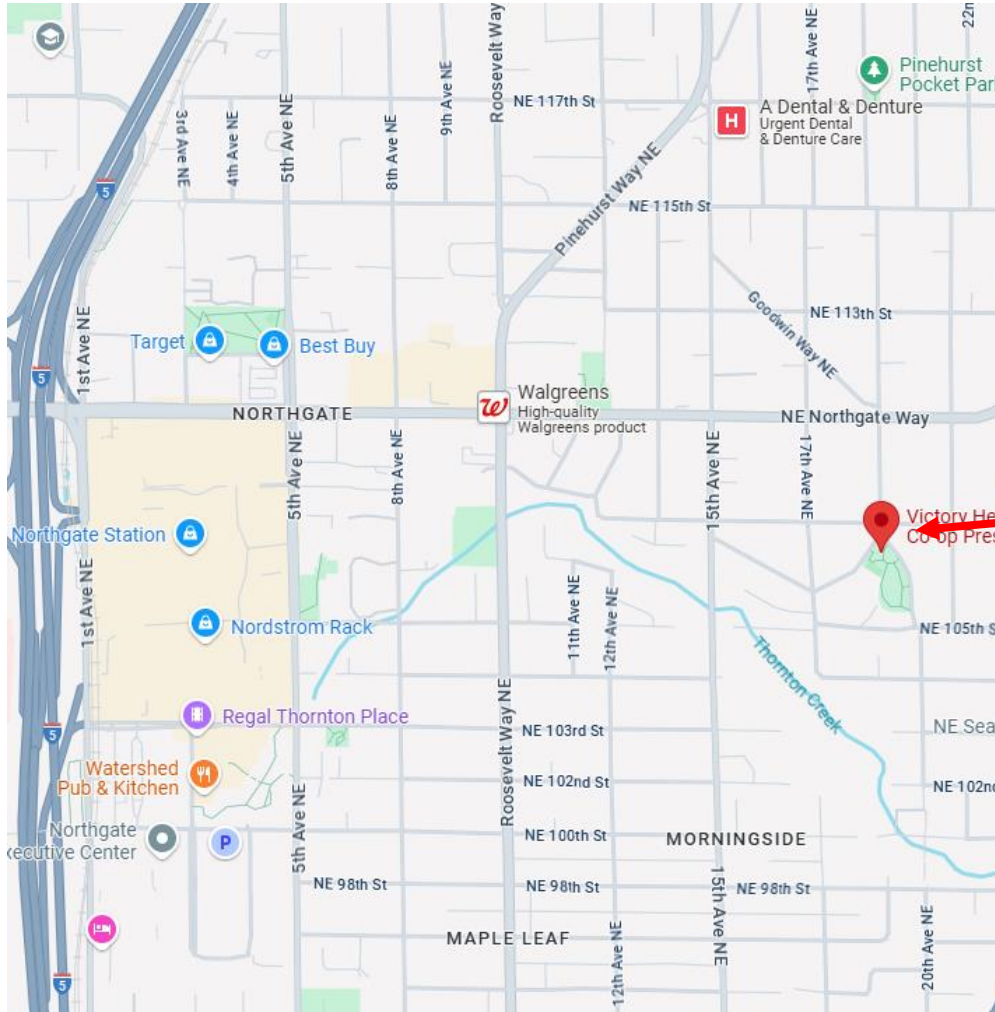
Lots 1, 2, Block B, Lots 1, 2, 3, 4, Block C, Replat of Blocks 12 and 13 of Victory Heights,
together with that portion of vacated Seward Place Northeast adjoining.

Tax Parcel No.: 890150065

Address: 1747 NE 106th St, Seattle, WA



Att 1 – Victory Heights Shelterhouse Preschool Contract
V1a



Victory Heights
Shelterhouse

Att 1 – Victory Heights Shelterhouse Preschool Contract
V1a



Exhibit B

Insurance Requirements

1.1 Minimum Insurance to be Secured and Maintained. Prior to the Execution Date, Contractor shall secure and shall thereafter maintain (or cause its Subtenant(s) to secure and maintain) in full force and effect, at no expense to City, and throughout the entire Contract Term, minimum insurance as specified below:

1.1.1. Commercial General Liability Insurance including:

Premises/Operations Liability

Products/Completed Operations Liability

Personal/Advertising Liability

Contractual Liability

Stop Gap/Employers Contingent Liability

Independent Contractors Liability

Liquor Liability/Host Liquor Liability (if liquor is being sold or served)

Fire Damage Legal Liability

Sexual Misconduct and Molestation Liability (If service provided involves working with at risk (elderly or minor) community)

Such policy(ies) must be endorsed as provided in Subsection 1.3. hereof and provide the following minimum limits:

\$1,000,000 each Occurrence Combined Single Limit Bodily Injury and Property
Damage

\$1,000,000 each Offense Personal and Advertising Injury

\$100,000 each Occurrence Fire Legal Liability

\$1,000,000 each Accident/ Disease - Each Employee Stop Gap

Such minimum limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the City of Seattle.

- 1.1.2 Business Automobile Liability including coverage for owned, non-owned, leased or hired vehicles with a minimum limit of \$1,000,000 each Occurrence Combined Single Limit Bodily Injury and Property Damage.

Such minimum limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the City of Seattle.

- 1.1.3 Workers' Compensation securing Contractor's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington; provided, that if Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Contractor shall certify that qualification by a letter that is signed by a corporate officer of Contractor and delivered to City that sets forth the limits of any policy of excess insurance covering its employees.

- 1.1.4 Property Insurance under which the Premises, the existing building (note: if tenant is leasing the whole structure/building The City may require they carry insurance on the structure), furniture, fixtures, equipment and inventory and all alterations, additions and improvements that Contractor makes to the building and Premises, are insured throughout the Contract Term in an amount equal to the replacement cost value thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss, not less broad than provided by the insurance industry standard “Causes of Loss - Special Form (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises; (iv) loss from business interruption or extra expense, with sufficient coverage to provide for the continued payment of fixed costs during any interruption of Contractor’s business; (v) earth movement (including earthquake), for full replacement cost value of the property/improvements/content. City shall be named as a loss payee as respects property insurance covering alterations, additions, and improvements under such policy.
- 1.2 General Requirements Regarding Contractor’s Insurance.
- 1.2.1 The insurance required by Subsections 1.1.1 applicable insurance shall be endorsed to include the City of Seattle and its officers, elected officials, employees, agents and volunteers as additional insureds. The applicable insurance required by Subsections 1.1.1 and 1.1.? shall be primary as respects City; shall provide that any other insurance maintained by City shall be excess and not contributing insurance with Contractor’s insurance; and shall provide that such coverage shall not be reduced or canceled without forty-five (45) days” prior written notice to City, except ten (10) days prior written

notice to City with respect to non-payment of premium, at its address as specified in Subsection 1.9 hereof.

1.2.2 All insurance policies required hereunder shall be subject to reasonable approval by City's Risk Manager as to company, form, and coverage. All policies shall be issued by a company rated A-: V or higher in the then-current A. M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington surplus lines broker.

1.2.3 Any deductible or self-insured retention in excess of \$20,000 must be disclosed to, and shall be subject to reasonable approval by, City's Risk Manager. The cost of any claim payments falling within the deductible shall be the responsibility of Contractor.

1.2.4 Coverage and/or limits may be reasonably altered or increased as necessary to reflect type of or exposure to risk. City shall have the right to periodically review the appropriateness of such coverage and limits in view of inflation and/or changing industry conditions and to require an increase in such coverage or limits upon ninety (90) days" prior written notice.

1.3 Evidence of Insurance. Before occupying the Premises, the following documents must be delivered to the City at its address as specified in or pursuant to Subsection 1.9., as evidence of the insurance coverage secured and maintained by Contractor.

1.3.1 On or before the Execution Date, and thereafter, not later than five (5) days prior to the expiration or renewal date of each such policy:

A copy of the policy's declarations pages, showing the insuring company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements specifying all endorsements listed on the policy including any company-specific or manuscript endorsements.

A copy of the endorsement naming the City of Seattle and its officers, elected officials, employees, agents and volunteers as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number, and the original signature and printed name of the representative of the insurance company authorized to sign such endorsement;

A copy of an endorsement stating that the coverages provided by such policy to City or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to City, except ten (10) days prior written notice to City with respect to non-payment of premium, at its address as specified in or provided pursuant to Subsection 1.9; and

For the Commercial General liability and Business Automobile insurance to be secured and maintained pursuant to Subsection 1.1.1 and 1.1.2 hereof, a copy of the “Separation of Insureds” or “Severability of Interests” clause in such policy.

1.3.2 Pending receipt of the documentation specified in this Section 1, Contractor may provide a copy of a current complete binder. An ACORD certificate of insurance will not be accepted in lieu thereof.

1.4 No Limitation of Liability. Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only; they shall not be construed to limit the liability of Contractor or any insurer for any claim required to be covered hereunder. Moreover, the City shall be an additional insured, where additional insured status is required, for the full available limits of liability maintained by the Contractor, whether those limits are primary, excess, contingent or otherwise. Contractor expressly understands and agrees that this provision shall override any limitation of liability or similar provision in any agreement.

- 1.5 Reconstruction Following Loss. Contractor shall proceed with reasonable diligence as soon as sufficient funds are available therefor, to prepare plans and specifications for, and thereafter to carry out, all work necessary to repair and restore the alterations, additions and improvements that Contractor made to the Premises that is at least equivalent to, or more suitable than, the alterations, additions and improvements that were damaged or destroyed, subject in all cases to any restrictions based on the building's status as a landmark or historical building.
- 1.6 Waiver of Subrogation. City and City's insurer(s) shall waive subrogation for damage to or destruction of the Building, Premises and City's furniture, fixtures, equipment and inventory in favor of Contractor except with respect to losses of City's aforesaid property of up to \$100,000 that are attributable to Contractor's negligence and to which Contractor's Fire Legal Liability insurance responds; however, in the event of a loss to City's aforesaid property attributable to Contractor's negligence, Contractor agrees to reimburse City for the amount of its property insurance deductible up to \$20,000. Contractor and Contractor's insurer(s) shall waive subrogation for damage to or destruction of Contractor's alterations, additions and improvements, furniture, fixtures, equipment and inventory in favor of City; however, in the event of a loss to Contractor's aforesaid property attributable to City's negligence, City agrees to reimburse Contractor for the amount of its property insurance deductible up to \$100,000.
- 1.7 Assumption of Risk. The placement and storage of its personal property in the Premises shall be the responsibility, and at the sole risk, of Contractor.
- 1.8 City Use of Premises; Third-Party Users. To the extent City uses, or permits any Third-Party Users to use, the Premises as contemplated in this Contract, Contractor may condition such use on receipt of evidence that such user maintains reasonably adequate commercial general liability insurance, listing Contractor as an additional insured on

such policies. City waives, as between City and Contractor, any Claims arising from or related to Third-Party Users' use of and activities within the Premises.

- 1.9 (Note: this may not be the case if the City chooses to have the tenant carry the property (structure/building) insurance) City Insurance. City shall, at its sole cost and expense, maintain property insurance under which the Premises, the existing building, furniture, fixtures, equipment and inventory and all alterations, additions and improvements that Contractor makes to the building and Premises, are insured throughout the Contract Term in an amount equal to the replacement cost value thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss, not less broad than provided by the insurance industry standard "Causes of Loss - Special Form (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises; (iv) [intentionally omitted]; (v) earth movement (including earthquake), for full replacement cost value of the property/improvements/content.

Exhibit C

Public Benefits Plan- Initial Year

Type	Program	Time of Year	
<p>Community Program</p>	<p>Snowball Social and Book Swap - Circle Time to sing songs with kids and the community. Free hot chocolate, cider, and toppings. Book swap to take for free or exchange books. 100 attendees from both the community (Northgate/Lake City/Maple Leaf/Ravenna neighborhoods) and VH preschool members (\$5 per free ticket value = \$500). Plus 10 volunteers from VH preschool. Donation of baked goods (\$5 x 52 items = \$260.00). Coloring sheets, markers and stickers provided activity for children. Use of preschool tables, paper, markers, facilities to provide this (\$50). Time spent organizing volunteers, notifying the community (Fliers left at Community Centers - Northgate, Meadowbrook, Ravenna, Akin-formerly Children’s Home Society, Libraries - Northgate, Lake City, Cafes) (advertised online on ParentMap, Facebook, Seattle Child), creating and printing coloring sheets, setup, working at the event and cleanup (1,020 minutes = \$684.76). Snowball Social and Book Swap - A total value of \$1,494.76.</p>	<p>Winter</p>	<p>\$1,494.76</p>

<p>Community Program</p>	<p>Community Bike Rodeo - 75 attendees from both the community (Northgate/Lake City/Maple Leaf/Ravenna neighborhoods) and VH preschool plus 25 volunteers from VH preschool (\$10 per free ticket value = \$750). Time spent organizing volunteers, notifying the community (Fliers left at Community Centers - Northgate, Meadowbrook, Ravenna, Akin-formerly Children’s Home Society, Libraries - Northgate, Lake City, Cafes(advertised online on ParentMap, Facebook, Seattle Child), setup, working at the event and cleanup (1,095 minutes/60 18.25 hours x \$40.28 volunteer value = \$735.11). Snacks (value of \$55) of veggies, granola bars, cheese sticks and fruit provided for all who attend the Bike Rodeo (children and parents) FREE. Donation of left-over baked goods to community organization - Fire station 31/Children’s Hospital (\$5 x 98 items= \$490). Four different bike safety related activities for all children at the event. 1. turn signal safety course, 2. Figure 8 riding course 3. bike loop obstacle course, 4. helmet and bike decorating station. Helmet stickers and bike tassels (value of \$72) were given away to children in attendance.</p>	<p>Spring</p>	<p>\$5,554.89</p>
---------------------------------	--	---------------	-------------------

	<p>Sidewalk chalk, vests, cones, caution tape, crepe paper, broom used (a value of \$175). Value of building usage - utilities, kitchen, tables, dishes (value\$65/hour for 1 hour =\$65). Bike Rodeo - A total value of \$2,342.11.</p>		
<p>Community Program</p>	<p>Community Spring Carnival - 175 attendees from both the community (Northgate, Lake City, Ravenna, Maple Leaf) and VH preschool (\$12 per free ticket value x 175 attendees = \$2,100), plus 26 volunteers from VH preschool. Time spent organizing volunteers, notifying the community (Fliers left at Community Centers - Northgate, Meadowbrook, Ravenna, Akin-formerly Children’s Home Society, Libraries - Northgate, Lake City, Cafes)(advertised online on ParentMap, Facebook, Seattle Child), setup, working at the event and cleanup. (3,405 minutes/60 =56.75 hours x \$40.28 volunteer value = \$2,285.89) Snacks of fruit, veggies, cheese sticks, and granola bars provided (a value of \$144). Items used for event: chalk, caution tape, vests, paper, cardboard, tape, outdoor shelters, paper towels (value of \$175). Activities were provided including face paint, sidewalk chalk, balloons, crepe paper, paints, various dishes/buckets, tattoos, wooden</p>	<p>Spring</p>	<p>\$2,894.24</p>

	<p>games, bubbles and bubble supplies, items to make egg shakers (value of \$70). Value for building usage (\$65/hr): utilities, kitchen, tables, dishes (\$65 x 2hr = \$130). Donation of left-over baked goods to community organization - Fire Station 31/Children's Hospital (\$5 x 130 items = \$650) Spring Carnival - A total value of \$5,554.89.</p>		
Community Program	<p>Community Sock Drive and other types of Fundraisers are held year-round. 100 pairs (\$15/pair = \$1,500) of socks were gathered from VH preschool members and donated to Akin (a non-profit that provides stability to families in need and is located near VH preschool). Time organizing this event (33 hours x 40.28 = \$1329.24). Plus \$65 building usage value.</p>	Year round	\$2,894.24
Scholarships	<p>Every year, all seasons, youth are awarded VHCP in-house scholarships toward monthly tuition. Average of 20+, those who are in need are typically not turned away. Ages range from 1-5.</p> <p>Winter 2025: \$847.77 (5 students) Spring 2025: \$419.28 (2 students) Summer 2025: \$553 (9 students) Fall 2025: \$644.91 (6 students)</p>	Year round	\$2,464.96

Att 1 – Victory Heights Shelterhouse Preschool Contract
V1a

<p>Additional Public Benefit</p>	<p>1. Cleaning City of Seattle Parks. Includes trash pickup, leaf pickup, weeding, yardwork in the parks, using gloves, trash bags, reacher/grabber tools, as well as flower bed maintenance, adding soil and planting. \$50 monetary value of these tools. Volunteer time cleaning parks: -Victory Heights Park: 1,030 min/60 = 17.16 hours x \$40.28= \$691.47 -Matthew’s Beach: 60min= 1hour x \$40.28= \$40.28 -Pinehurst Park: 510min/60= 8.5 hours x \$40.28= \$342.38 -Roger’s Park: 45min/60= 0.75 x \$40.28= \$30.21 -Gilman Park: 290min/60=4.83 hours x \$40.28= \$194.69 -Haller Lake/North Acres: 150min/60=2.5 x 40.28= \$100.70 A total value of \$1,449.73 for Park Cleaning.</p>	<p>Year round</p>	<p>\$1,057.35.</p>
<p>Capital Improvements</p>	<p>Capital Improvements for the duration of the contract: Options or examples are painting, replacing cabinets, or flooring in the Shelterhouse</p>	<p>Year round or multiple years combined</p>	<p>\$2,000.00</p>

Exhibit D

Public Benefits Template Plan/Report Form

Victory Heights Cooperative Preschool - Public Benefits Summary

Table is intentionally blank

Public Benefits Category (Completed by SPR)	Contractual Requirement (Completed by SPR)	Applicable Metrics (Completed by SPR)	Value required per Agreement (Completed by SPR)	Summary of Public Benefit provided (Completed by Contractor)	Estimated (plan) or actual (Report) value of Services (Completed by Contractor)
Total Public Benefit Value Provided					

Public Benefit Required to Offset Rent*	
Public Benefit required or the exceeds required value	

**Volunteer value may be reported as Public Benefit and valued at the most current rate for volunteers as listed under the National Value of Volunteer Time on the Independent Sector website:*

<https://www.independentsector.org/resource/the-value-of-volunteer-time/>. The most current preliminary rate in 2026 is \$42.98 per hour.

Summary and Fiscal Note

1. Legislation Summary

Department: Seattle Parks and Recreation

Title: An ordinance relating to Seattle Parks and Recreation; authorizing the Superintendent to enter into a ten-year contract with Victory Heights Cooperative Preschool to operate and provide management of the Victory Heights Shelterhouse located at 1747 NE 106th Street.

Background: The proposed Council Bill authorizes the Superintendent of Seattle Parks and Recreation (SPR) to execute for and on behalf of SPR a ten-year Operations and Use Contract with Victory Heights Cooperative Pre-school (VHCP) for the Victory Heights Shelterhouse to provide early childhood educational programming including preschool for infants through five years of age, as well as family and community events. SPR has maintained a long partnership with VHCP, who have maintained the contract for this facility since at least 1988.

Operator Selection and Award: SPR issued a Letter of Interest (LOI) for this property in 2024, and VHCP was the only contractor to respond.

SPR began contract negotiations with VHCP for the facility in the Summer of 2024. Both parties reached and agreed upon a financial term that provided a gradual approach to the use fee to support the operations of the preschool including salaries for teachers, affordable registration fees for families, funds for supplies and equipment, along with paying a Use Fee to the City that has a cumulative increase over the ten-year contract.

SPR Victory Heights Shelterhouse Contract SUM
Kathleen Gantz
D1b

The total amount received from VHCP over the ten-year contract will be \$280,800 paid in both cash and public benefits.

This legislation continues a long-standing collaboration with VHCP at Victory Heights Shelterhouse in providing early childhood education programs and community events and aligns well with SPR's commitment to provide affordable opportunities for the community.

Financial Terms: Per the contract, VHCP has agreed to the following financial terms, creating an annual two-year increase to the use fee schedule.

Contract Year	Use Fee in Cash (Monthly)	Public Benefits Due Monthly	Total Annual Use Fee	Total Annual Public Benefit	Total Combined Annual Use Fee & Public Benefit	Two-year total
Year 1/2	\$600	\$1,100	\$7,200	\$13,200	\$20,400	\$40,800
Year 3/4	\$900	\$1,100	\$10,800	\$13,200	\$24,000	\$48,000
Year 5/6	\$1,050	\$1,250	\$12,600	\$15,000	\$27,600	\$55,200
Year 7/8	\$1,250	\$1,400	\$15,000	\$16,800	\$31,800	\$63,600
Year 9/10	\$1,450	\$1,600	\$17,400	\$19,200	\$36,600	\$73,200
-	-	-	-	-	Total:	\$280,800

Public Benefits: VHCP has identified public benefits that provide community engagement and support, scholarships, and capital improvements and/or maintenance and projects to the Shelterhouse. VHCP will focus community engagement on activities including seasonal community events and supply drives that provide donations to underserved communities. VHCP will ensure the greater neighborhood and community receive information about events by distributing fliers to surrounding community centers and local family-based non-profit organizations such as Akin. In addition, they have a social media presence through ParentMap, Facebook, and Seattle’s Child.

Scholarships are a focus for VHCP, ensuring that children have the opportunity to participate in preschool opportunities. Annually, VHCP provides approximately twenty scholarships averaging about \$2,465 for children and families. VHCP is determined to not turn away a family seeking early childhood education opportunities for their child(ren).

A portion of public benefits agreed to by VHCP over the next ten years include improvements to the Shelterhouse. VHCP commits to capital improvements or additional maintenance to the interior or exterior of the building which could include painting, floor repairs, and cabinet repairs. All capital improvements and maintenance will require consultation with and approval by SPR.

Summary Attachments:

Summary Attachment A – Victory Heights Playground Shelterhouse Map

2. Capital Improvement Program (CIP)

Does this legislation create, fund, or amend a CIP Project?

Yes

No

3. Summary of Financial Implications

Does this legislation have financial impacts to the City?

Yes

No

Note: SPR does not anticipate that the new contract with VHCP will have significant financial impacts on the 2026 Adopted Budget as the budget already assumes concession revenues at this facility.

3d. Other Financial Impacts

a. Does this legislation create any other financial impacts for The City of Seattle, such as direct or indirect costs, one-time or ongoing, that aren't mentioned above? If yes, please explain these impacts.

No.

b. If the legislation has costs that can be covered within the current budget, explain how. Does the department have extra resources in its budget to handle these costs? Or does the department need to shift resources away from other work to handle these costs?

Not applicable.

c. What financial costs or other impacts might happen if this legislation is not implemented?

A decision not to implement this legislation would be a reduction in revenue and loss of public benefits totaling \$280,800 over the next ten years (including capital investments), leaving an SPR facility with no activation, and impacting access to pre-school for roughly 42 students per year.

d. How might this legislation affect other City departments besides the one that proposed it?

Not applicable.

4. Other Impacts

a. Does this legislation require a public hearing?

Yes

No

b. Does this legislation require a notice to be published in The Daily Journal of Commerce and/or The Seattle Times?

Yes

No

c. Does this legislation affect a piece of property?

No

d. Race and Social Justice Initiative impacts:

1. How does this legislation affect vulnerable or historically disadvantaged communities? How did you come to this conclusion? Please consider both impacts within City government (like employees and internal programs) and in the broader community.

VHCP offers affordable early childhood education programs to the community including scholarships to qualifying families.

2. Please attach any Racial Equity Toolkits or other racial equity analyses used to develop or assess this legislation.

SPR strives to prioritize equity as part of the contract process with community partners. The LOI for this process was advertised across numerous media outlets, social media platforms, non-profit organizations, and collaborative groups that support WMBE vendors.

3. What is the Language Access Plan for communicating with the public about this legislation?

Communication will be translated into languages as needed to meet the needs of the community.

e. Climate change impacts:

1. Emissions: Will this legislation significantly increase or decrease carbon emissions? Attach any studies or materials that inform your answer.

Not applicable.

2. Resiliency: Will this legislation make Seattle more or less able to adapt to climate change? If it reduces resiliency, explain what can be done to lessen the impact.

Not applicable.

f. If this legislation creates a new program or expands an existing one, what are the long-term, measurable goals? How will this legislation help achieve those goals? What methods will be used to track progress?

Not applicable.

g. Does this legislation create a non-utility CIP that involves shared funding with a non-City partner or organization?

No.

Summary Att A – Victory Heights Playground Shelterhouse Map

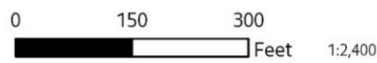
Screen Reader Users: Make sure settings include reading strikethrough and underline font attributes.

Victory Heights Playground Shelterhouse - Site Map



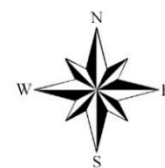
Legend

- Site Area
- Park Boundary
- Property Parcel Boundary



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Map date: Friday, April 24, 2026.



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Figure 1. Victory Heights Playground Shelterhouse Site Map w/ Building Location within Park

Victory Heights Shelterhouse

Victory Heights Cooperative Preschool
Operations and Use Contract

CITY HALL



Briefing Overview

Purpose: This legislation would continue a long-standing partnership with Victory Heights Cooperative Preschool (VHCP) at Victory Heights Shelterhouse in providing early childhood education programs, including preschool and community events. VHCP has been a partner in the care and upkeep of this City facility since at least 1988 and continues to support Seattle Parks and Recreation's (SPR) commitment to provide affordable opportunities to the public.

Agenda:

- Contract Goals
- History
- Timeline / Letter of Interest
- Key Contract and Financial Terms
- Public Benefits



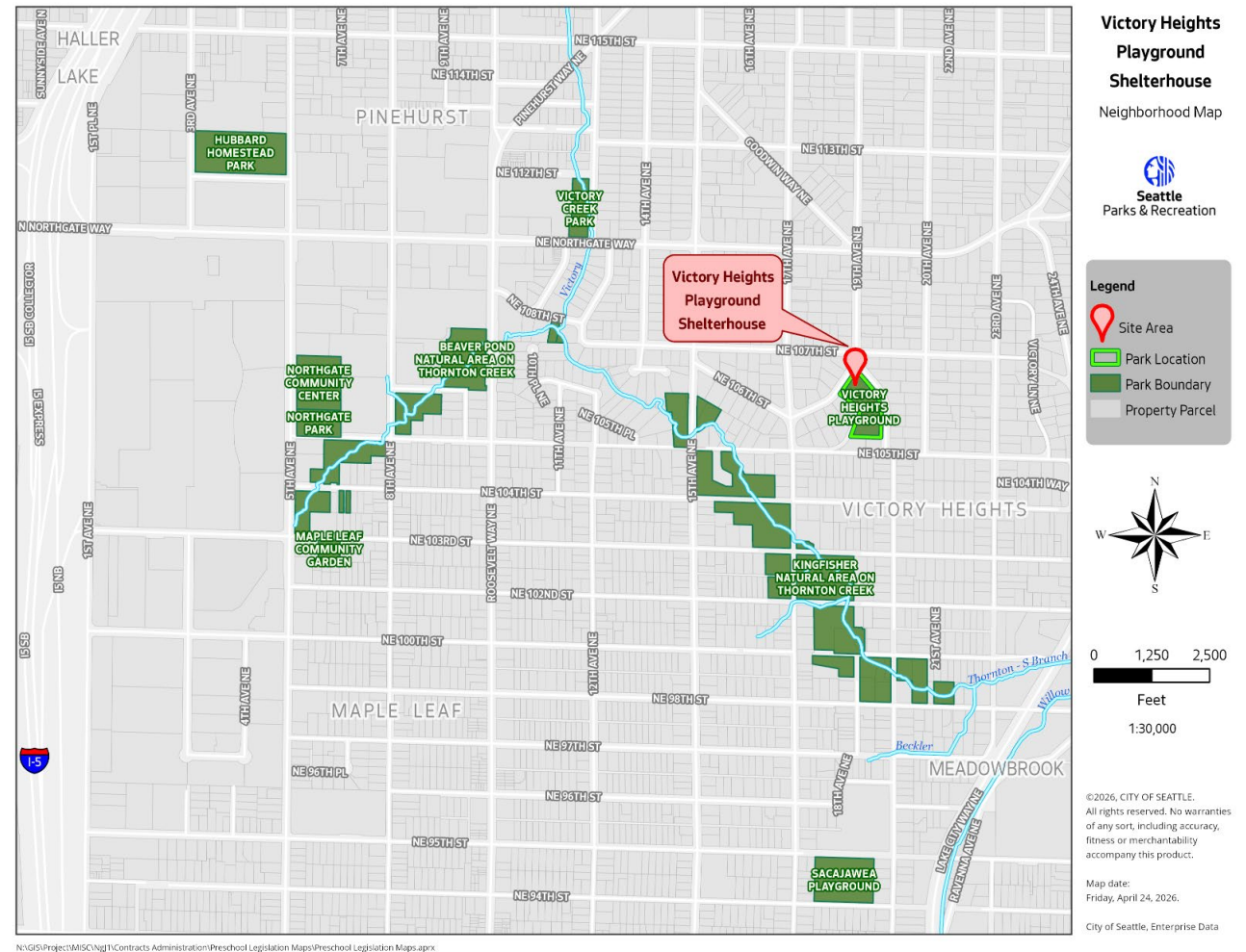
VHCP: Long-Term Contract Goals

- VHCP to provide affordable early childhood educational programming, including preschool, for infants through five years of age.
- VHCP provides free special community event programs open to the public throughout the year to meet the needs of families.
- VHCP continue to be a partner in the care and upkeep of this City facility and continue to support the Mission, Vision, and Values of SPR.



VHCP: History

- 1938: Victory Heights Shelterhouse was constructed when the property was in unincorporated King County.
- 1950: A preschool began operation out of the Shelterhouse.
- 1954: Victory Heights Shelterhouse became the property of SPR, acquired from King County.
- 1988: First contract on record with Victory Heights Co-Op Preschool for use of the Shelterhouse.



VHCP: Process Timeline



- **Letter of Interest (LOI) Published.** LOI process opened in 2024. SPR received one response from VHCP, the current contractor, who has maintained the contract for this facility since at least 1988.
- **Contract Awarded.** SPR awarded the contract to VHCP and contract negotiations began.
- **Programs Offered.** VHCP programs continue to be offered in support of children being ready to start school while supporting their physical, social, emotional, and educational development.

VHCP: Key Contract Terms



Key Term	Description
Premises	The interior space of Victory Heights Shelterhouse at Victory Heights Playground in Seattle, WA.
Term of Agreement	Ten years
Term Contract Value	\$280,800 (negotiated terms on next slide)
Requirement for Programming	Early Childhood Education that supports physical, social, emotional, and educational development for all children up to five years of age.
Routine/Minor Maintenance	Victory Heights Co-Op: Responsibility of the Preschool (appliances, custodial services, and basic equipment)
Major Maintenance	SPR: Responsibility of SPR (repairs necessary to maintain the structural and exterior of the building)

VHCP: Key Financial Terms

Contract Year	Use Fee in Cash (Monthly)	Public Benefits Due (Monthly)	Total Annual Use Fee	Total Annual Public Benefit	Total Combined Annual Use Fee & Public Benefit	Two-year total
Year 1/2	\$600	\$1,100	\$7,200	\$13,200	\$20,400	\$40,800
Year 3/4	\$900	\$1,100	\$10,800	\$13,200	\$24,000	\$48,000
Year 5/6	\$1,050	\$1,250	\$12,600	\$15,000	\$27,600	\$55,200
Year 7/8	\$1,250	\$1,400	\$15,000	\$16,800	\$31,800	\$63,600
Year 9/10	\$1,450	\$1,600	\$17,400	\$19,200	\$36,600	\$73,200
			Total Use Fee: \$126,000		Total:	\$280,800

VHCP: Public Benefits

Benefit Categories	Example Benefits Provided
Community Programs	<ul style="list-style-type: none">• Free community events to promote community connections• Supply drives to support underserved families and communities• Health and education programming for parents and children
Scholarships	<ul style="list-style-type: none">• Scholarships awarded annually
Capital Improvements	<p>Capital improvement/maintenance for the duration of the contract or multiple years combined, including:</p> <ul style="list-style-type: none">• Painting• Replacing flooring• Replacing cabinets

Questions?





Legislation Text

File #: Res 32204, **Version:** 1

Screen Reader Users: Make sure settings include reading strikethrough and underline font attributes.

The City of Seattle

Resolution

A resolution relating to data centers; recognizing the potential of long-term impacts of data centers on electrical grid capacity and reliability, water usage, utility rates, land use and development, jobs and the economy, and public health; and requesting engagement and cooperation from the Executive in the development of data center policies and potential legislation; and anticipates related legislative action.

Recitals:

Data centers may be generally defined as facilities used primarily for the housing, operation, or co-location of computer and communications equipment and handling, storing, managing, processing, and backing up of digital data, and associated infrastructure such as cooling systems, backup power systems, and battery storage.

The growth in the use of artificial intelligence has led to rapidly accelerating demand for new data centers.

New data centers require great amounts of electricity for operation, resulting in significant increases in demand for electricity and requiring investment in new infrastructure to meet demand.

The International Energy Agency reports that electricity consumption globally from data centers has grown 12 percent per year in the last five years.

The Yale Clean Energy Forum reports that data centers may consume roughly 12 percent of total

U.S. power consumption by 2028 with a more conservative estimate of 9 percent of U.S. power consumption by 2030.

For perspective, the estimates of data center power consumption mean that by 2030 the U.S. may consume more electricity to power data processing than for the manufacture of all its steel, aluminum, cement, and other energy-intensive goods combined.

Increased demand for electricity and expanded infrastructure investment exacerbate and drive up cost pressures on electric utilities to raise rates on residential and business customers.

Seattle City Light, like other public electrical utilities, is evaluating ratepayer protections to address and minimize the shifting of data center costs to customers other than data center operators.

Washington State is a highly desirable place for the location of data centers due to relatively low power costs and access to water, especially along rivers.

Access to water is critical for the location of data centers because they use substantial amounts of water for cooling.

Research from the Lawrence Berkeley National Laboratory shows that about 20 percent of U.S. data centers rely on watersheds-sources of freshwater-that are currently stressed by drought and other factors, a mid-sized data center consumes about 300,000 gallons of water per day, and such water consumption ranks data centers among the top ten water users in U.S. industrial and commercial sectors.

Data centers' water use reduces water available for municipalities, businesses, fisheries, wildlife habitat, recreation, and tribal rights and resources.

Data centers may rely on or burn fossil fuels to generate electricity for their operation, releasing harmful particulate matter pollutants and greenhouse gases that can damage the health of the local community and the climate more broadly.

Similarly, data centers' cooling systems can release greenhouse gases in the form of

hydrofluorocarbons and other fluorinated gases and harmful anti-microbial emissions.

Data centers generate significant heat and may raise surrounding air and land temperatures.

Data centers create noise pollution in the surrounding community from fans and cooling systems and the onsite diesel engines and gas turbines used to generate power.

Data center construction has been shown to produce a boom-and-bust effect in the local economy with short-term employment gains for construction and few jobs created for the long-term operation of the data center.

Data centers threaten the health of tribal communities and treaty-protected resources, including water and fisheries as well as the broader natural and built environment.

Cybersecurity Best Practices for Smart Cities, a joint publication of the U.S. Cybersecurity and Infrastructure Security Agency with other U.S. security agencies and those of the United Kingdom, Australia, Canada, and New Zealand, reports that technological innovation and data-driven decision-making can make cities vulnerable to theft of critical infrastructure data and proprietary information, ransomware operations, and destructive cyberattacks. Therefore,

Be it resolved by the City Council of The City of Seattle, the Mayor concurring:

Section 1. The City recognizes the potential for data centers to significantly impact Seattle's:

- A. Electrical grid capacity and reliability by burdening the electrical transmission system and requiring commensurate capital improvements;
- B. Water usage by consuming large quantities of fresh water to cool equipment;
- C. Utility rates by increasing demand for power and increasing capital costs that Seattle City Light must pass on to all customer classes;
- D. Land use and development by occupying large amounts of scarce commercial and industrial space;
- E. Jobs and the economy by supporting increased adoption of automation technologies

that make human workers redundant while employing few local workers for operation and simultaneously exporting income to corporations and individuals that may or may not reside in Seattle; and

F. Public health by producing noise, light, water, and air pollution.

Section 2. In recognition of the potential impacts of data centers and as elected stewards of the health, safety, environment, and general welfare of the people of the City of Seattle, Council requests the cooperation of the Executive across City departments in the timely development of policies to guide potential legislation, budget appropriations, and departmental actions to reduce or mitigate any deleterious effects, to hold data center investors and operators accountable for the costs and effects of their operations, and to harvest and maximize any benefits of data center development and operation in Seattle.

Section 3. Closely following the adoption of this resolution, Council intends to consider and take action on an ordinance to establish a moratorium that would prohibit the filing, acceptance, processing, or approval of applications for new or expanded data centers, as principal or accessory uses, to allow the City time to consider and adopt appropriate permanent legislation.

Section 4. As part of future legislative action to codify the 2027 and 2028 rates for Seattle City Light customers, the Council anticipates establishing a separate rate for new large load data center customers.

Adopted by the City Council and signed in open session in authentication of its adoption on .

President of the City Council
Signed in concurrence on .

Katie B. Wilson, Mayor
Attested on .

Scheereen Dedman, City Clerk

Seal

Summary and Fiscal Note

1. Legislation Summary

Department: Legislative Department

Title: A resolution relating to data centers; recognizing the potential of long-term impacts of data centers on electrical grid capacity and reliability, water usage, utility rates, land use and development, jobs and the economy, and public health; and requesting engagement and cooperation from the Executive in the development of data center policies and potential legislation; and anticipates related legislative action.

Background: With this resolution, Council recognizes the potential for the proliferation of data centers to significantly impact Seattle in the absence of appropriate policy and regulation. It generally defines data centers as facilities used primarily for the housing, operation, or co-location of computer and communications equipment and handling, storing, managing, processing, and backing up of digital data, and associated infrastructure such as cooling systems, backup power systems, and battery storage.

Current research on data centers has demonstrated their serious impacts on electrical grid capacity and reliability, water usage, utility rates, land use and development, jobs and the economy, and public health in U.S. cities and globally. The resolution would request engagement and cooperation from the Executive in the development of data center policies and potential legislation and anticipates related legislative action responsive to the accelerating demand for new data centers.

Summary Attachments: None

2. Capital Improvement Program (CIP)

Does this legislation create, fund, or amend a CIP Project?

Yes

No

a. CIP Project Name:

b. Master Project ID:

c. Project Location:

d. Start Date:

e. End Date:

f. Total Project Cost Through 2030:

3. Summary of Financial Implications

Does this legislation have financial impacts to the City?

Yes

No

3d. Other Financial Impacts

a. Does this legislation create any other financial impacts for The City of Seattle, such as direct or indirect costs, one-time or ongoing, that aren't mentioned above? If yes, please explain these impacts.

This resolution does not have any direct financial impacts. Any financial impacts from the development of policies to guide potential legislation, budget appropriations, and departmental actions requested through this Resolution are expected to be absorbed by the engage departments' adopted budgets.

b. If the legislation has costs that can be covered within the current budget, explain how. Does the department have extra resources in its budget to handle these costs? Or does the department need to shift resources away from other work to handle these costs?

The City Council expects that the actions requested through this resolution will require city staff time and resources for which no specific additional appropriations were made in the 2026 Adopted Budget.

c. What financial costs or other impacts might happen if this legislation is not implemented?

None identified.

d. How might this legislation affect other City departments besides the one that proposed it?

It will require city staff time across multiple departments to develop policies related to data centers which may include research and reporting, presentations and briefings to Council and the Mayor, and drafting legislation.

4. Other Impacts

a. Does this legislation require a public hearing?

Yes

No

b. Does this legislation require a notice to be published in The Daily Journal of Commerce and/or The Seattle Times?

Yes

No

c. Does this legislation affect a piece of property?

No

d. Race and Social Justice Initiative impacts:

1. How does this legislation affect vulnerable or historically disadvantaged communities? How did you come to this conclusion? Please consider both impacts within City government (like employees and internal programs) and in the broader community.

The intent of the resolution is to prevent negative impacts to Seattle communities. Research on data centers does include evidence that data centers can have disproportionate impacts on vulnerable and historically disadvantaged communities. However, the resolution, in and of itself, does not establish new programs or policies. Those programs and policies would need to be established through future legislation or budget appropriations that would be subject to the legislative process.

2. Please attach any Racial Equity Toolkits or other racial equity analyses used to develop or assess this legislation.

Not applicable.

3. What is the Language Access Plan for communicating with the public about this legislation?

Not applicable.

e. Climate change impacts:

1. Emissions: Will this legislation significantly increase or decrease carbon emissions? Attach any studies or materials that inform your answer.

Not applicable.

2. Resiliency: Will this legislation make Seattle more or less able to adapt to climate change? If it reduces resiliency, explain what can be done to lessen the impact.

Not applicable.

f. If this legislation creates a new program or expands an existing one, what are the long-term, measurable goals? How will this legislation help achieve those goals? What methods will be used to track progress?

Not applicable.

g. Does this legislation create a non-utility CIP that involves shared funding with a non-City partner or organization?

No.



SEATTLE CITY COUNCIL
CENTRAL STAFF

Data Center Policy Development Resolution

ERIC MCCONAGHY, ANALYST

PARKS AND CITY LIGHT COMMITTEE

MAY 20, 2026

Data centers

Facilities used primarily for:

- the housing, operation, or co-location of computer and communications equipment;
- handling, storing, managing, processing, and backing up of digital data; and
- associated infrastructure such as cooling systems, backup power systems, and battery storage.

Recognize Long-Term Impacts

- electrical grid capacity and reliability;
- water usage;
- utility rates;
- land use and development;
- jobs and the economy; and
- public health

Council and Executive Develop Guiding Policies

- potential legislation;
- budget appropriations; and
- departmental actions

Policy Goals

- Reduce or mitigate any deleterious effects;
- Hold data center investors and operators accountable for the costs and effects of their operations; and
- Harvest and maximize any benefits of data center development and operation

Anticipated Legislative Action

- Moratorium ordinance
- City Light rates ordinance including data center rate class

Questions?