

Record Date:2/25/2022 3:00 PM
Electronically Recorded King County, WA

Return Address
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701 5th Avenue – Suite 4400
Seattle, WA 98104

PROPERTY USE AND DEVELOPMENT AGREEMENT

Grantor:	NWB/CSPP West Seattle, LLC, a Washington limited liability company
Grantee:	City of Seattle
<input type="checkbox"/> Additional on page	
Legal Description (abbreviated):	A portion of Southwest City View Street within the north half of the Northwest Quarter of Section 13, Township 24 North, Range 3 East, W.M; portion of 29 th Avenue Southwest as shown on Seattle Tide Land
Additional legal on page 8 of document	
Assessor's Tax Parcel ID #:	
Reference Nos. of Documents Released or Assigned:	None

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT is executed this date in favor of the City of Seattle, a municipal corporation ("City"), NWB/CSPP West Seattle LLC, a Washington limited liability company ("NWB/CSPP" or "Petitioner").

WHEREAS, West Coast Self-Storage LLC (a predecessor in interest to NWB/CSPP) and Nucor, filed a petition in Clerk File 314357 for the vacation of South West City View Street and portions of 29th Avenue Southwest, and includes a total of approximately 27,204 square feet of right-of-way. ("ROW Vacation Petition") The Southwest City View Street ("City View") right-of-way includes approximately 2,029 square feet, and the 29th Avenue Southwest ("29th") right-of-way includes approximately 25,175 square feet. All as further described on the attached Exhibit A.

The ROW Vacation Petition was considered under Chapter 35.79 of the Revised Code of Washington and Chapter 15.62 of the Seattle Municipal Code; and

WHEREAS, on August 15, 2017, the Transportation Committee of the Seattle City Council held a public hearing on the ROW Vacation Petition; and

WHEREAS, on September 5, 2017, the Seattle City Council granted preliminary approval of the ROW Vacation Petition, subject to conditions ("ROW Vacation Approval"); and

WHEREAS, the Petitioner completed development activity authorized under the ROW Vacation Approval on August 30, 2020; and

WHEREAS, executing this Property Use and Development Agreement (the "Agreement" or "PUDA") is desired to ensure compliance with any on-going conditions of the vacation approval subsequent to passage of the vacation ordinance; and

NOW, THEREFORE, the NWB/CSPP, on behalf of the Owners, covenants, bargains, and agrees on behalf of themselves, their successors, and assigns as follows:

Section 1. The conditions passed by the City Council on September 5, 2017, specified the following conditions of approval:

- A. The vacation is granted to allow the NWB/CSP Petitioner to build a project substantially in conformance with the project presented to the City Council and for no other purpose. The project must be substantially in conformance with the proposal reviewed by the Sustainability & Transportation Committee in August of 2017, except for changes to improve sight lines to the Alki Trail discussed below under #6.

B. All street improvements were designed to City standards, as modified by these conditions to implement the Public Benefit requirements and be reviewed and approved by SDOT. Elements of the street improvement plan and required street improvements to be reviewed include:

- Alki Trail work, including new planting strip;
- Street trees locations; and
- Reconstruction at frontage to widen the Alki Trail and adjust alignment at power poles.

This PUDA provides for the installation and maintenance of the following public benefit features:

OPEN SPACE							
	Public Benefit	Qty.	Location/Description	Code Req.	Public Benefit	Total	Estimated Value
A	Relocated power poles	2	Two power poles are within the trail. relocate both to the planting strip.	None	Relocated Power Poles	2 poles	\$100,000
B	Landscape buffer trees	26	Trees provided around building.	None	26 Trees	26 Trees	\$20,800
C	Alki Trail reconstruction and widen		New asphalt for trail reconstruction and widening from 8 feet to 12 feet.	None	2,680 SF	2,680 SF	\$35,000
D	Remove off-site bollards on Alki Trail	3	Trail upgrades remove bollards in trail at Salty's Restaurant.	None	Bollards	3 Bollards	\$5,000
E	Art panels	6	6' x12' metal panels that will be backlit.	None	432 SF [6 panels)	432 SF [6 panels]	\$50,000
F	Pedestrian lighting	13	13 bollard light posts along east side of Alki trail.	None	Bollard Light Posts	13 Lights	\$15,000
G	Concrete cross traffic delineation	3	Concrete cross traffic materials delineating the trail from driveways and pedestrian paths.	None	584- SF (3 locations)	584 SF	\$4,000
H	Reduced curb cuts along frontage	2	Close two curb cuts to minimize cross traffic across trail from 4 to 2 locations.	None	2	2	\$18,000
SUB-TOTAL							\$247,800
SET BACKS							
	Public Benefit	Qty.	Location/Description	Code Req.	Public Benefit	Total	Estimated Value
I	Harbor Ave Building Setback (West)	2,357 SF	Provide a landscape buffer. Varies from 3'-7" nearest the property line to 13'-5" furthest from the property line.	None	2,357 SF	2,357 SF	\$26,500

J	North Building Setback	802 SF	Provide landscape buffer 9'-2" along north property line,	None	802 SF	802 SF	\$8,000
K	South Building Setback	758 SF	Provide landscape buffer of 9'-11" from the south property line.	None	758 SF	758 SF	\$7,500
L	East Building Setback	1,579 SF	Provide landscape buffer. Width varies from 3'-1" to 18'-6"	None	1,579 SF	1,579 SF	\$15,800
SUB-TOTAL							\$57,800
TOTAL ESTIMATED VALUE OF PUBLIC BENEFIT:							\$305,600

Section 2. The development project on the NWB/CSPP site (the "Project"), as implemented by Master Use Permit Number 3026341-LU as amended and building permits 6617721-CN and 327341 (SIP Permit) and 3027431-LU (Lot Boundary Adjustment), has constructed the "Public Benefits" outlined in Section 1 in the following manner:

- A. Power Pole relocation from trail. The two power poles located within the trail were both relocated to the planting strip. Petitioner has no ongoing responsibilities for the Power Poles.
- B. Landscape buffer trees. Twenty-Six (26) Trees were provided around the Project building. NWB/CSPP Petitioner shall provide ongoing maintenance of the trees on its Property.
- C. Alki Trail reconstruction and widen. The Alki trail was widened from 8 to 12 feet and new asphalt placed on the trail in front of the Project. Petitioner has no ongoing responsibility with respect to the Alki Trail.
- D. Remove off-site bollards on Alki Trail. Three (3) Bollards were removed from the Alki Trail in front of Salty's Restaurant. Petitioner has no ongoing responsibilities for this matter.
- E. Art Panels. Six 6 x12' metal art panels were installed on the Project building façade and backlit. NWB/CSPP Petitioner shall maintain and repair the public art on its building façade.
- F. Pedestrian lighting. Thirteen (13) bollard light posts were installed along the east side of the Alki Trail. Petitioner has no ongoing responsibilities relating to the bollard light posts.
- G. Concrete cross traffic delineation. Three concrete cross traffic materials were installed delineating the Alki trail from the driveways and pedestrian paths. NWB/CSPP Petitioner shall maintain and repair the concrete cross traffic materials.

- H. Reduced curb cuts along frontage. Two curb cuts were closed to minimize cross traffic across the trail – from 4 to 2 locations along the front of the Project. Petitioner has no further obligations relating to the curb cut removal.
- I. Harbor Avenue Building Setback. A landscape buffer was installed varying from 3'-7" nearest the property line to 13'5" furthest from the Project west property line along Harbor Avenue.
- J. North Building Setback. A landscape buffer was installed 9'2" feet along the Project north property line.
- K. South Building Setback. A landscape buffer of 9'11" was installed along the Project's south property line.
- L. East Building Setback. A landscape buffer varying from 3'1" to 18'6" was installed along the Project east property line.

Section 3. This Agreement may be amended or modified by agreement between the Petitioner and the City; provided any such amendment shall be subject to approval by the City Council by ordinance. Nothing in this Agreement shall be construed as a surrender of the City's governmental powers.

Section 4. The Petitioner reserves the right to use the Public Benefits for any purpose which does not interfere with the public's use rights established hereunder, including but not limited to the right to use the areas as described in this Agreement for the Petitioner's purposes, and the right to grant easement, provided the easements are consistent with the public's use rights established hereunder.

Section 5. Nothing in this Agreement shall constitute a public dedication of any portion of the Property.

Section 6. The legal description of the Property is set forth in Exhibit A to this Agreement, which is incorporated to this Agreement. An executed copy of this Agreement shall be recorded in the records of King County and the covenants contained herein shall attach to and run with the Property.

Section 7. This PUDA is made for the benefit of the City and the public. The City may institute and prosecute any proceeding at law or in equity to enforce this PUDA.

Section 8. If any covenant, condition, or restriction in this instrument or any portion is invalidated or voided, the invalidity or voidness shall in no way affect any other covenant, condition, or restriction.

Section 9. The Petitioner covenants and agrees to defend, indemnify, and hold harmless the City of Seattle, its officials, officers, employees, and agents from all liabilities, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses, resulting from any actual or alleged bodily injury including death

or actual or alleged damage to property arising out of or in connection with Petitioner's failure to perform its obligations hereunder during the term of its ownership. Upon any transfer of ownership, this obligation shall be binding on all successors and assigns. The indemnification obligations under this Agreement do not apply to any liabilities, claims, causes of action, judgments or expenses, resulting from bodily injury or property damage caused by the negligence or intentional acts of the public or the City, or the City's officers, employees, elected officials, agents, or subcontractors.

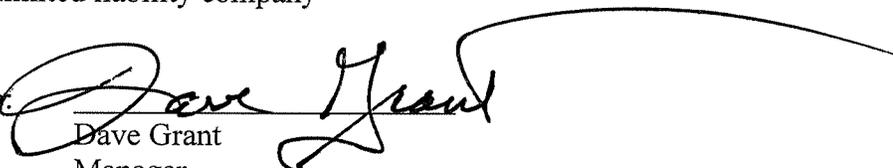
Section 10. This Agreement shall be binding on the Petitioner's successors and assigns.

DATED Effective this 23rd day of February ~~January~~ 2022.

NWB/CSPP WEST SEATTLE LLC,
a Washington limited liability company

BY: NWB/CSPP Development LLC,
a Washington limited liability company
its sole member

BY: CSP Storage Properties LLC,
a Washington limited liability company
its Manager

Signature: 

Name: Dave Grant

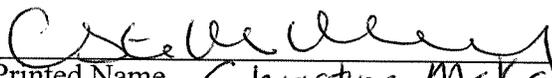
Title: Manager

[NOTARY ON FOLLOWING PAGE]

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Dave Grant 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 acknowledged it as the Manager of CSP Storage Properties LLC, a Washington limited liability company, as the Manager of NWB/CSPP Development LLC, a Washington limited liability company, the sole member of NWB/CSPP West Seattle LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.


Printed Name Christine McKay
Notary Public in and for the State of Washington,
residing at Seattle
My Commission Expires: 12-05-23

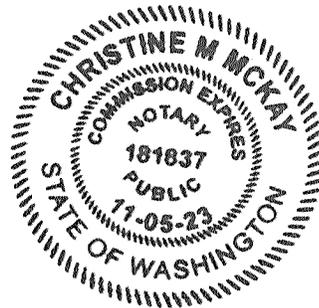


EXHIBIT A

Legal Description of the Property

That portion of Southwest City View Street within the north half of the Northwest Quarter of Section 13, Township 24 North, Range 3 East, W.M., lying southerly of the south line of Lot 11 in Block 1, Read's First Addition to the City of Seattle as recorded under Recording No. 548455 in Volume 16 of Plats, page 88 in King County, Washington and lying northerly of the north line of Lot 1 in Block 1, Plat of Steel Works Addition to West Seattle as recorded in Volume 12 of Plats, page 5, in King County Washington; except that portion lying westerly of the easterly margin of Harbor Avenue Southwest; also except that portion lying easterly of the northerly line prolongation of said Lot 1 in Block 1, Plat of Steel Works Addition to West Seattle; and

That portion of 29th Avenue Southwest as shown on Seattle Tide Lands, according to the maps on file in the Office of the Commissioner of Public Lands in Olympia, Washington, within the Northeast Quarter of the Northwest Quarter of Section 13, Township 24 North, Range 3 East, W.M., lying southerly of the easterly prolongation of the north line of Lot 10 in Block 1, Read's First Addition to the City of Seattle as recorded under Recording No. 548455 in Volume 16 of Plats, page 88, in King County, Washington and lying northerly of the easterly prolongation of the south line of Lot 5 in Block, 1, Plat of Steel Works Addition to West Seattle as recorded in Volume 12 of Plats, page 5, in King County, Washington.