

The City of Seattle
Ordinance 127441
Council Bill 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.

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

LEG Current Use Taxation 2026 ORD
Karina Bull
D2b

Passed by the City Council and signed in open session in authentication of its
passage on June 2, 2026.



President _____ of the City Council

Attested on June 4, 2026.



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

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

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

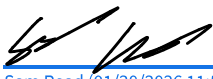
This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought to enforce the terms of

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)

Signature

Kristin Parker, President

GROW

01/18/2026

THE CITY OF SEATTLE


Sam Read (01/20/2026 11:57:16 PST)

Signature

Sam Read, Deputy Director

Department of Neighborhoods

01/20/2026