



# SEATTLE CITY COUNCIL

## Transportation Committee

### Agenda

Tuesday, July 15, 2025

9:30 AM

Council Chamber, City Hall  
600 Fourth Avenue  
Seattle, WA 98104

Rob Saka, Chair  
Joy Hollingsworth, Vice-Chair  
Robert Kettle, Member  
Alexis Mercedes Rinck, Member  
Dan Strauss, Member

Chair Info: 206-684-8801; [Rob.Saka@seattle.gov](mailto:Rob.Saka@seattle.gov)

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# SEATTLE CITY COUNCIL

## Transportation Committee

### Agenda

### July 15, 2025 - 9:30 AM

**Meeting Location:**

Council Chamber, City Hall, 600 Fourth Avenue, Seattle, WA 98104

**Committee Website:**

<https://www.seattle.gov/council/committees/transportation-x154110>

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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. Pursuant to Council Rule VI.C.10, members of the public providing public comment in Chambers will be broadcast via Seattle Channel.

Members of the public may register for remote or in-person Public Comment to address the Council. Speakers must be registered 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](mailto: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**

**D. Items of Business**

**1. District Project Fund Presentation**

Supporting Documents: [Presentation](#)

**Briefing and Discussion**

**Presenters:** Francisca Stefan and Megan Hoyt; Seattle Department of Transportation (SDOT); Calvin Chow, Council Central Staff

**2. SDOT Pothole Repair Program Presentation**

Supporting Documents: [Pothole Statement of Legislative Intent \(SLI\) Response Presentation](#)

**Briefing and Discussion**

**Presenters:** Rodney Maxie and Elsa Tibbits, Seattle Department of Transportation (SDOT)

3.     [CB 121026](#)     **AN ORDINANCE** vacating the alley in Block 14 Jos C. Kinnear's Addition to the City of Seattle in the North Rainier Hub Urban Village neighborhood, and accepting a Property Use and Development Agreement, on the petition of Grand Street Commons LLC, now Grand Street Commons MBH LLLP (Clerk File 314459).

Attachments:   [Ex 1 - Property Use and Development Agreement](#)

Supporting

Documents:   [Summary and Fiscal Note](#)  
                  [Summary Att A – Area Map](#)  
                  [Central Staff Memo](#)  
                  [Presentation](#)

**Briefing and Discussion**

**Presenters:** Beverly Barnett, Seattle Department of Transportation (SDOT); Michael Jenkins, Director, Seattle Design Commission; Holly Gardner, The Schuster Group; Lish Whitson, Council Central Staff

**E. Adjournment**





## Legislation Text

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**File #:** Inf 2707, **Version:** 1

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District Project Fund Presentation



SEATTLE CITY COUNCIL  
**CENTRAL STAFF**

# Council District Fund

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CALVIN CHOW, LEGISLATIVE ANALYST

TRANSPORTATION COMMITTEE

JULY 15, 2025

# Context: Neighborhood Transportation Funding

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- **Neighborhood Street Fund** (expired)
  - Used a three-year cycle for project identification/selection, design, and construction.
  - Project decisions by District Councils/participatory budgeting.
- **Other SDOT programs:**
  - Vision Zero
  - Safe Routes to Schools
  - Neighborhood-Initiated Safety Partnership
  - Neighborhood Scale Traffic Safety
- **Budget earmarks**

# Council District Fund

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- Initially proposed as the **District Project Fund** in the Mayor's May 2024 proposal for the 2024 Transportation Levy.
  - Council requested a proposal for implementation (Resolution 32137)
  - However, program was not included in final levy proposal (Ordinance 127053).
- **Council District Fund** established in the 2025 Adopted Budget and CIP.
  - Funds neighborhood-scale traffic safety improvements and other district priorities at the direction of the City Council.
  - Budget and CIP identified \$7 million in 2025 and \$7 million in 2026.
  - Any unspent funding automatically carries forward to future years.
  - No secured funding identified for 2027 or beyond.
  - **Funding under proviso: may not be spent until authorized by Council.**

# Next Steps for Implementation

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- Establish **operational procedures**.
  - Could be administrative or established by resolution.
  - Procedures are needed to:
    - Select projects and monitor program funding commitments.
    - Evaluate feasibility and develop project design and cost estimates.
    - Set expectations for Council, SDOT, and community.
- Lift **budget proviso**.
  - Requires ordinance to allow spending of program funds.

# Questions?



## Legislation Text

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**File #:** Inf 2689, **Version:** 1

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SDOT Pothole Repair Program Presentation



## Memo

**Date:** June 30, 2025

**To:** Seattle City Councilmembers

**From:** Adiam Emery, Director, Seattle Department of Transportation

**Subject:** SDOT Response to Statement of Legislative Intent regarding request that SDOT provide a report on the pothole repair program and pavement condition (SDOT-105S-A-001-2025)

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As part of the 2025 budget process, the City Council adopted Statement of Legislative Intent (SLI) SDOT-105S-A-001-2025. The SLI requested the Seattle Department of Transportation (SDOT) provide a report on the pothole repair program and performance indicators for potholes and pavement conditions. The SLI stated:

*This Statement of Legislative Intent (SLI) requests that the Seattle Department of Transportation (SDOT) provide a report on the pothole repair program. The report should describe how SDOT identifies, prioritizes and repairs potholes. In addition, the report should describe the key performance indicators along with the objectives and key results that SDOT uses to evaluate pothole incidents and roadway conditions. The report should also describe any notable trends and insights pertaining to SDOT's pothole repair program, together with relevant industry best practices.*

This report provides background on potholes and then walks through the three elements requested in the SLI:

- How SDOT identifies, prioritizes, and repairs potholes;
- Description of the key performance indicators SDOT uses to evaluate pothole incidents and roadway conditions; and
- Notable trends and insights for the pothole repair program, including relevant industry best practices.

### SDOT's Pothole Repair Program

A pothole is an abrupt depression in the roadway, typically where traffic loading has broken loose a section of the pavement. Over time, with heavy vehicle traffic (structural fatigue) and exposure to the elements (weathering), pavements steadily accumulate cracks and other distress. Potholes occur most frequently after precipitation, when pavement layers have been weakened by water that infiltrates through cracks in aging pavements. Cycles of freezing and thawing on roadways exacerbates this condition. Another cause of potholes is utility cuts which are often restored in a temporary condition. This is the reason that we coordinate closely with utilities on major capital projects so that we can do utility work while the right of way is open to prevent utility cuts into new pavement later. Seattle typically fills 15,000 – 25,000 potholes every year.

In 2024, SDOT's Pothole Program expended almost \$5 million. The program is run out of SDOT's Maintenance Operations Division and includes:

- 4 District Crew Chiefs
- 8 Truck Drivers
- 4 Asphalt Rakers



- 16 Maintenance Laborers

Equipment resources include raker, traffic, and dump trucks; pavers; grinders; steel drum rolls; and rubber tire rolls. SDOT maintains four hotbox trucks strategically located around the city, in the northeast, northwest, West Seattle and central south geographic sectors.

Seattle has large pothole and spot paving/patching programs (such as Arterial Major Maintenance in the CIP Project MC-TR-C071) to keep deteriorated streets serviceable. Those programs apply stopgap repairs to keep streets safe for ordinary travel, albeit at a condition level below optimal. Major, corridor level contract paving projects are usually delivered through the Arterial Asphalt and Concrete Program (CIP Project MC-TR-C033). It is the major projects that renew streets so that potholes are rare.

The 2024 Transportation Levy, via new dollars to the Arterial Asphalt and Concrete Program has reached the highest funding level for major paving in decades, \$330 million over eight years or \$41.25 million per year.

## Pothole Identification, Prioritization and Repair

Pothole repair is SDOT's first response to pavement damage allowing SDOT to keep streets serviceable. SDOT receives reports of potholes from Seattle residents and travelers via four primary channels:

- Find It Fix It App
- Phone: 206-684-7623(ROAD) (SDOT Customer Care Center)
- 206-386-1218 (SDOT Charles St Dispatch office)
- Report a pothole [online](#)

SDOT goal is to respond to pothole repair requests within three business days, starting the day after the request is received. In order to meet this departmental goal, the pothole crews respond with a first reported, first repaired method as the prioritization model. In addition to those more formal means of reporting, SDOT roadway maintenance crews identify potholes during their day-to-day work while responding to the reported pothole repairs. SDOT also receives specific repair requests through the Mayor's Office and City Council.

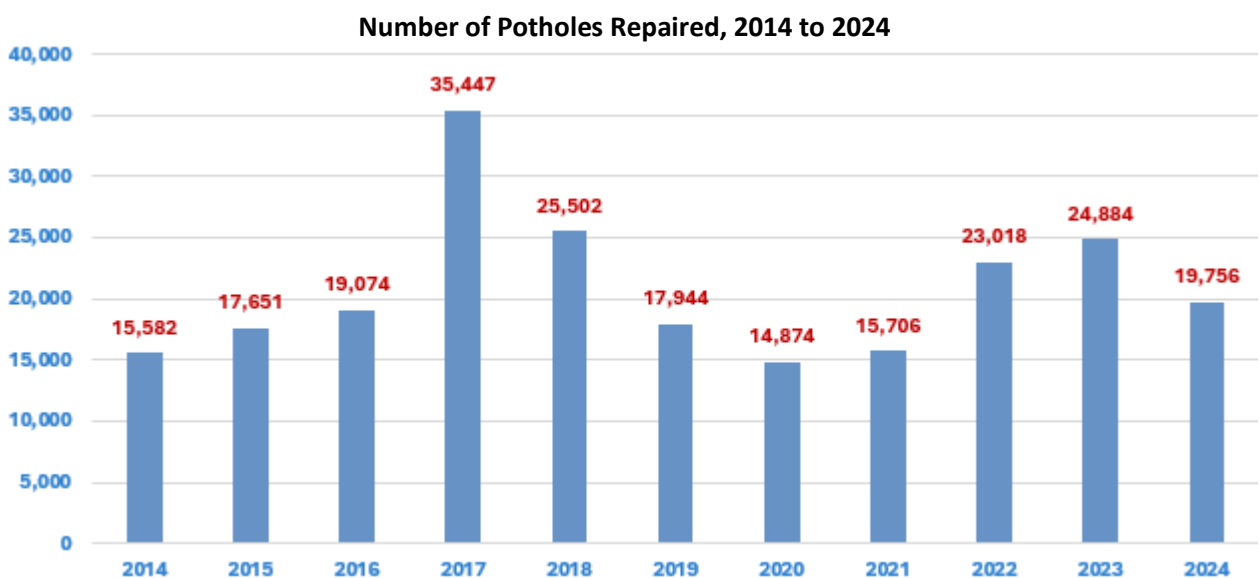
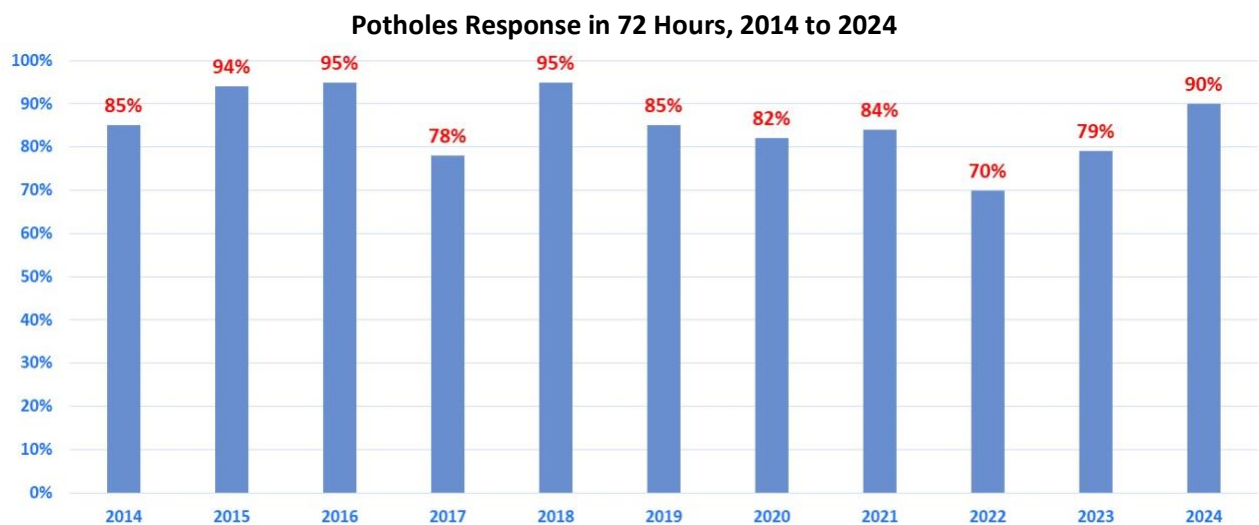
SDOT's primary pothole repair method involves the placement of hot mix asphalt dispensed from a Pothole Ranger Thermolay vehicle that maintains the mix temperature over a work shift. The patch area is cleaned and loose material removed, a tack coat is placed, hot-mix asphalt is raked to level, the mix is compacted with a heavy vibratory plate, and the edges are sealed and sanded. A tack coat is an emulsion used to promote bonding of the new asphalt to the base and sides of the pothole. This method generally follows the best practices recommended by the Federal Highway Administration (FHWA). SDOT has arrived at its current approach through reviews of industry best practices and decades of local experience.

The images below show the cleaning, tack application, and final repair following compaction using the roller shown in the bottom right of the image. SDOT occasionally uses other pothole repair methods, such as cold mix during off-shift emergencies, in inclement weather, and when hot mix is not available. Due to the soft nature of cold-mix, these repairs are typically not as durable as hot-mix and the areas are commonly re-visited with hot mix asphalt for more durable results when weather conditions improve.

It is important to recognize that pothole patching must strike a balance between responsiveness and patch quality/durability. When a street is failing, the point in the pavement life cycle when potholes usually form, it does so gradually and globally. New potholes do not always form in an area that has been patched, but often in areas that have not been patched. This means quick, high-output repairs are important, but durable repairs are also needed as full road fixes may take a long time. A pothole repair program must find a balance point between responsiveness and patch quality/durability. These factors have led SDOT to its current repair methodology.

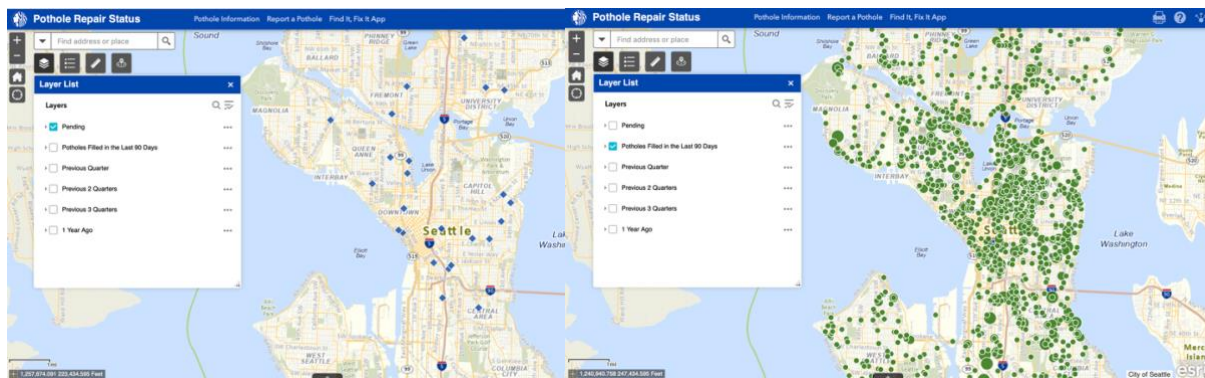
## Key Performance Indicators for Pothole Repair

SDOT aims to provide a 72-hour response to reported potholes by the public. In 2024, that target was met 90 percent of the time. The charts below show pothole response and potholes repaired 2014 to 2024. The weather in the winter of 2017 was particularly active, leading to a high number of potholes in need of repair.



Pothole repair is temporary. One repaired today will likely need repair in the future because it is placed on a compromised foundation. Moreover, another pothole is likely to develop adjacent to one recently patched since pavement distress is widespread on roadways with recurring potholes. The long-term solution to potholes is repaving the road as conditions worsen but before they deteriorate.

Like other requests that come through or are otherwise entered into the Customer Service Response (CSR) system are automatically posted to the public facing Seattle Pothole Repair map, which serves as a tool for both reducing duplicate requests and for residents and other members of the public to track repairs as they are completed. The map is refreshed with current data each night. It displays all pothole requests that have not been completed, and pothole repairs that have been completed since March 15, 2010. People can filter their searches pothole reports pending repair, repairs in progress, and repairs within the previous 90 days, previous quarters, or the previous year.



Screenshots of Seattle Pothole map filtered for pending repairs on left image and repairs made in last 90 days on right frame.

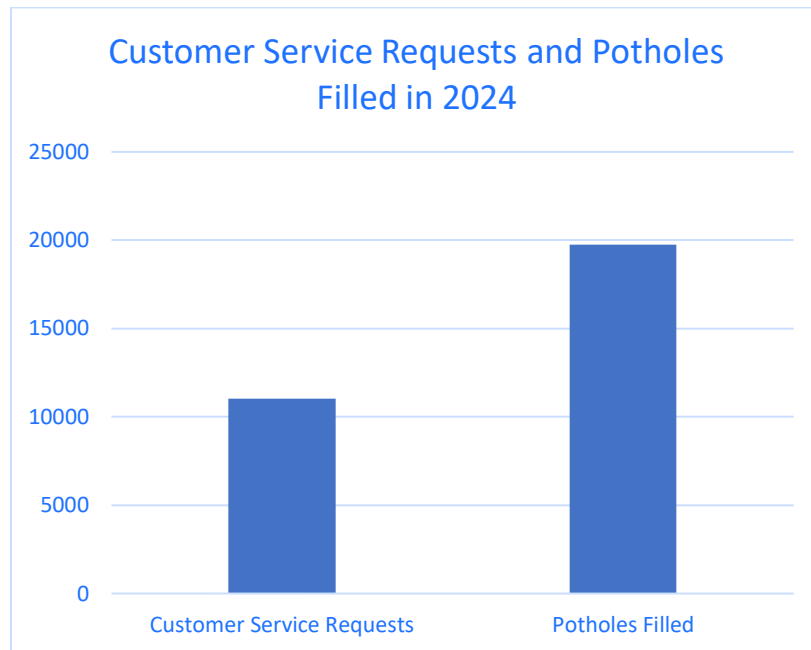
## Other Trends and Insights

The transportation industry continues to evolve and SDOT ensures that its staff stays keeps up with the latest trends in the industry. The City's current approach to pothole repair follows the best practices recommended by the Federal Highway Administration (FHWA) via numerous studies. SDOT has arrived at its current approach through reviews of industry best practices and decades of local experience. Staff closely follow technology and occasionally attend conferences (e.g. World of Asphalt/Concrete, Slurry Systems Workshop, et al) for a closer look at pavement repair developments.

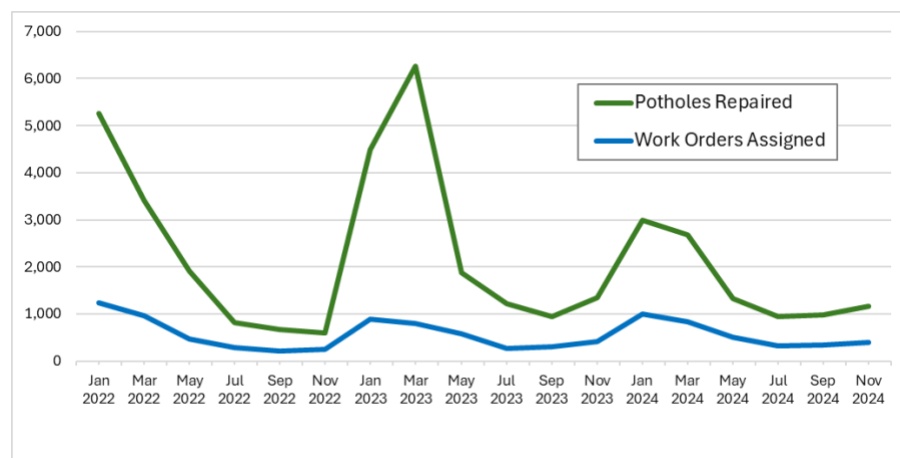
SDOT has also tested other pothole repair technologies such as spray patching but has generally found the patch durability unacceptable. SDOT's staff follow developments in the paving industry, and we seek to test and implement new methods that show promise. A pothole repair program must find a balance point between responsiveness and patch quality/durability. In general, these improvements are evolutionary and involve incremental improvements to productivity and materials.

The 72-hour pothole response goal is carefully balanced to optimize performance of what is primarily a reactive program. SDOT has successfully achieved 80 percent or greater response to potholes within 72 hours in 8 of the past 11 years. In 2017, despite only achieving that metric 78 percent of the time, SDOT filled over 35,000 potholes. This is a significant output compared to the annual average. A 72-hour response communicates solid customer service and good governance while still providing some capacity

for crews to address potholes outside of the specific customer service request. For comparison, Portland Bureau of Transportation has a goal of filling potholes in 30 days and in San Francisco it is 72 hours.



This table shows that for every service request SDOT received in 2024, almost two potholes were filled. SDOT pothole repair teams must balance the responsiveness of the 72-hour goal while optimizing time in the field to repair adjacent, additional potholes. In addition, some severe winter weather events or seasons result in hundreds or thousands of new potholes. Typically, after a storm, SDOT will deploy crews to proactively identify potholes outside of the routine customer service response to optimize efficiency in these circumstances. The table below shows how pothole reports reflect the damaging effects of freezing weather conditions.



As mentioned above, heavy vehicle traffic and exposure to the elements, pavements steadily accumulate cracks and other distress. Potholes occur most frequently after precipitation, when pavement layers have been weakened by water that infiltrates through cracks in aging

pavements. Frost action exacerbates this condition and results in the seasonal increases of failures (potholes) shown in this graph. The peaks are typically seen in February which aligns with what is often the month with the greatest chance of below freezing temperatures in Seattle.

## Conclusion

Addressing potholes is a critical priority for SDOT. We are committed to meeting our performance targets on pothole repairs. In the long run, continuing to address our overall pavement conditions through our ongoing pavement programs and our major capital development program is the best approach to prevent potholes.





# SDOT Pothole Repair Program

City Council Transportation Committee  
July 15, 2025



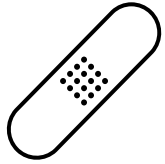


# Pothole Program Overview

- Paving programs at-a-glance
- What is a pothole and how to report it
- Pothole operations and resources
- Winter Storm and pothole response
- Budget
- Future pavement investments
- Pavement condition
- Questions / Discussion

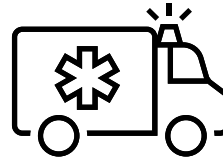


# Paving Programs At-A-Glance



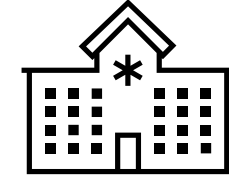
**Potholes are a symptom of a pavement injury and repairs are used as "band-aids" to the network.**

- Customer complaint-based with a 2025 adopted budget of \$4.2 million
- Occur as streets accumulate distress and reach the end of their service life
- More frequent when used by vehicles heavier than the road's intended design load
- Failure of temporary asphalt repairs of utility cuts



**AMM, NASRR and PM are "Medic One" performing stitches that prevents further damage.**

- Arterial Major Maintenance Program (AMM), averages \$10-15M/annually
- Non-Arterial Maintenance Program (NASRR), averages \$2.2M/annually.
- Preventative Maintenance Program, \$2.6M/annually
- Support to Reimbursable Utility Cut and Curb Ramp Program, \$3-5M/annually



**AAC Program is mechanism in which the asset goes to the hospital for surgery to reconstruct and restore back to its full health.**

- Arterial Asphalt and Concrete (AAC) Program maintains Seattle's 1,534 lane miles network of arterial streets through major resurfacing and reconstruction
- Annual Budget 2025 to 2032 under new Levy averages \$41.25M/yr (\$330M total)
- Deferred maintenance backlog of \$1.8 billion (2023 survey) for arterial roadways (Includes AMM and AAC assets)
- The projects are contracted and delivered by Capital Projects.



# What is a Pothole?

## Causes:

- Occur as streets accumulate distress, over time with heavy vehicle traffic (structural fatigue), and past design life
- Most commonly occur after a weather event, when pavement layers have been weakened by water infiltration. Frost action exacerbates this condition.
- Failure of temporary asphalt repairs of utility cuts

## Prevention:

- Pothole repair is temporary. One repaired today will likely need repair in the future because it is placed on a compromised foundation. Another pothole is likely to develop adjacent to one recently patched since pavement distress is widespread.
- **The long-term solution to potholes is repaving the road**



Crews repairing potholes

# How to Report a Pothole

The channels for the public to report potholes are as follows:

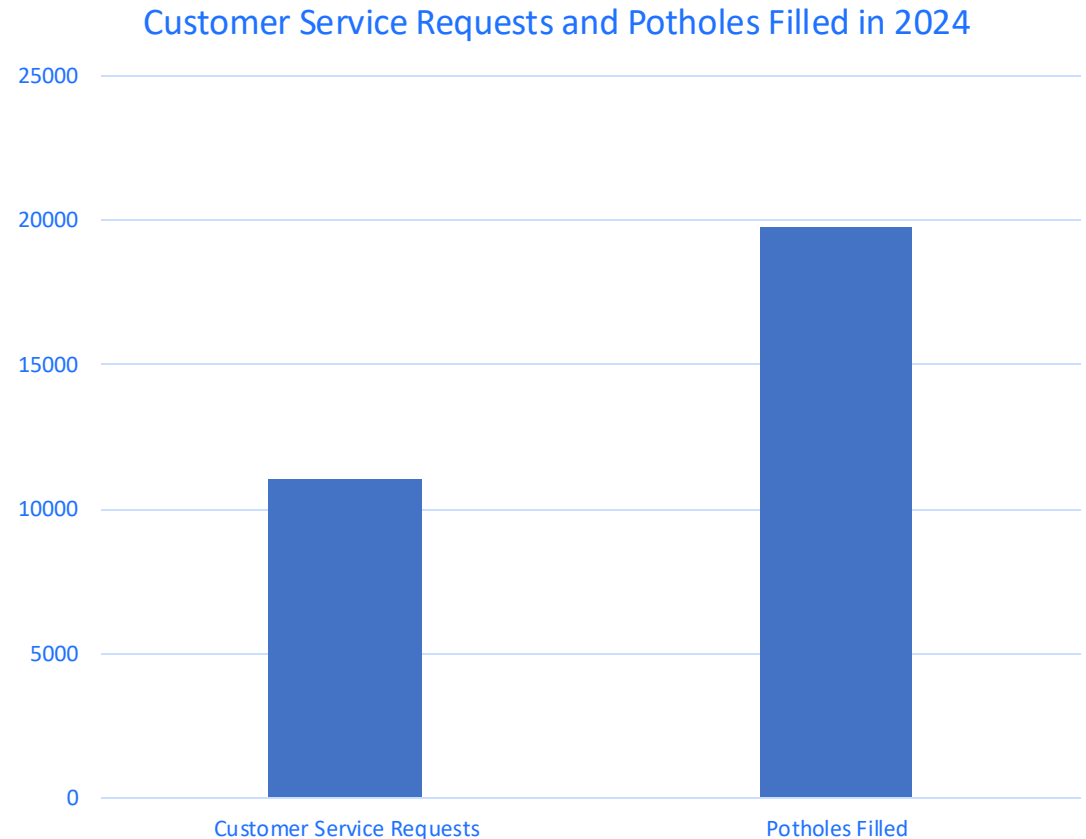
- Find It Fix It App
- Phone: [\(206\) 684-7623](tel:(206)684-7623) (ROAD) (SDOT Customer Care Center)
- 206-386-1218 (SDOT Charles St Dispatch office)
- [Report a pothole online](#)



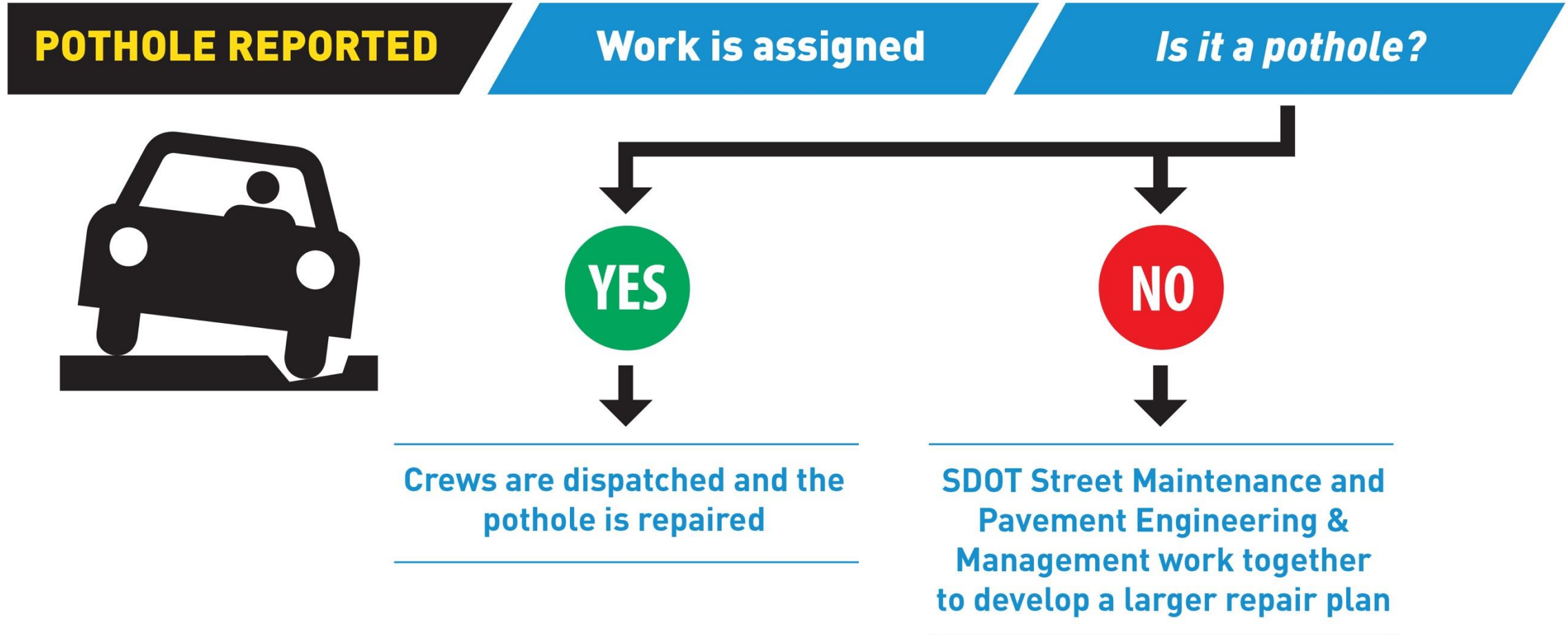
Seattle Municipal Tower

# Customer Service Response

- In 2024, most potholes filled within 72 hours of report
- Crews also repair potholes discovered while responding to requests (see graph to the right)
- The Find It / Fix It app sends an automatic response letting customers know request received
- For transparency, our [Pothole Status](#) map shows where potholes have been reported and filled



# What Happens When a Pothole is Reported



\* Typical response process

# Pothole Operations and Resources

## Staffing

### Maintenance Operations:

- 4 District Crew Chiefs
- 8 Truck Drivers
- 4 Asphalt Rakers
- 16 Maintenance Laborers

### SDOT Response Team:

- 2 Response Teams

## Equipment & Facilities

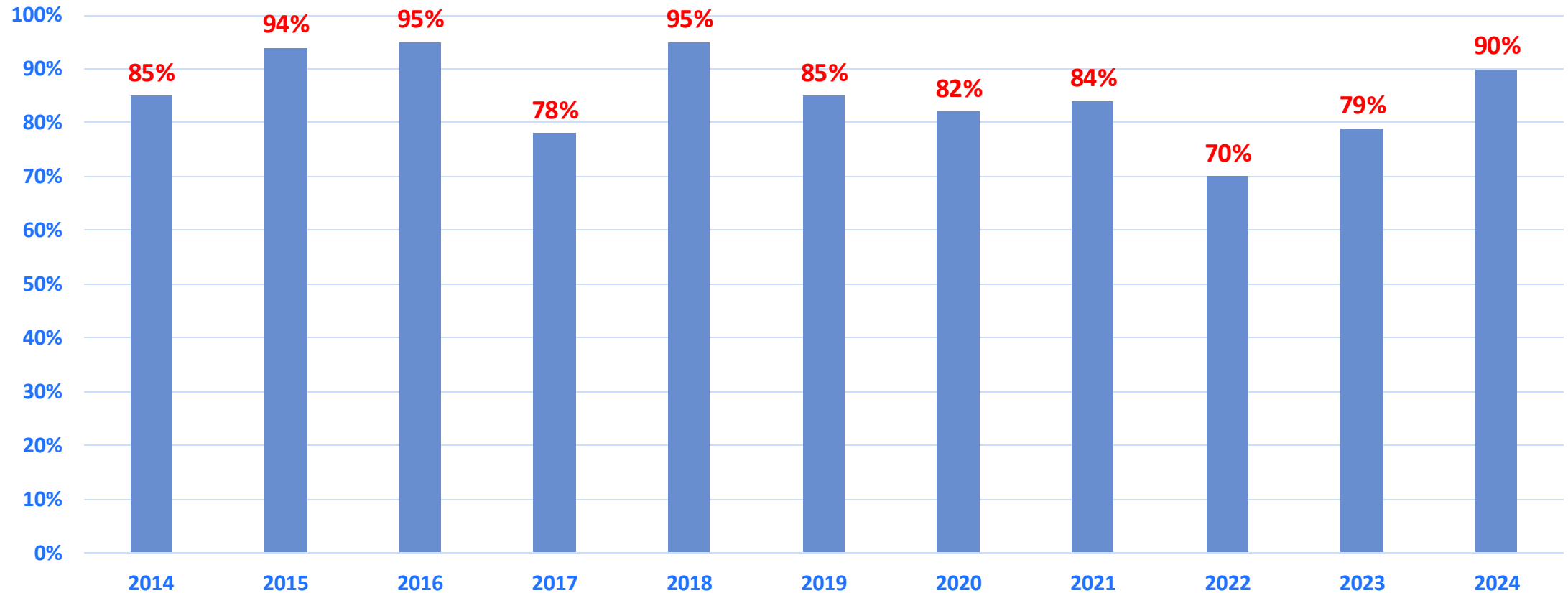
4 hotbox trucks strategically located in NE, NW, W Seattle and Central South locations

## Additional Resources

- Raker, Traffic, and Dump Trucks
- Construction & Maintenance Equipment Operator
- Pavers
- Grinders
- Steel drum and rubber tire rollers

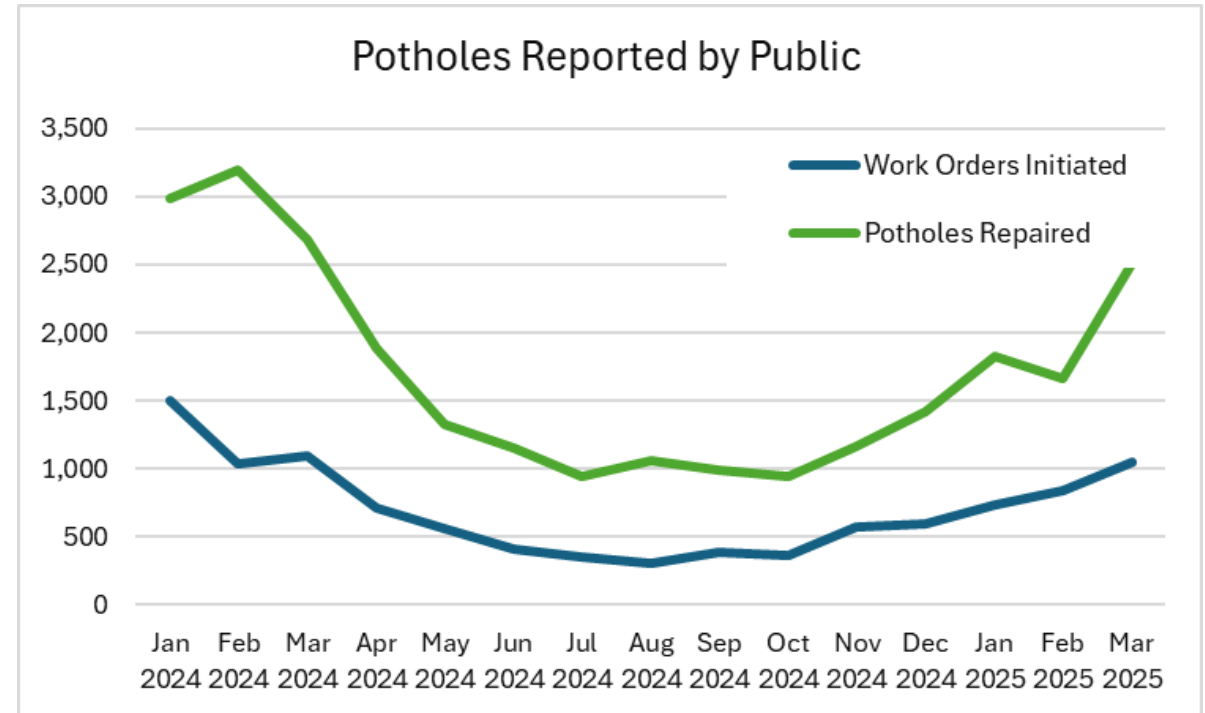


# Performance Target: Fill 80% of potholes within 72 hours



# Seasonal weather affects demand and response

- Deteriorated pavement allows moisture to infiltrate the pavement structure. Add to that wet and freezing weather, along with traffic loading, and potholes are the result.
- Winter through spring is peak pothole season.
- Potholes occur infrequently on streets in good repair.
- Seattle's potholes are a symptom of carrying a large backlog of major, unfunded paving needs – \$1.8 billion on arterials alone.



# Budget

Five-year snapshot of budget and expenditures

Year	Budget	Expenditures
2020	\$2,668,282	\$3,841,760
2021	\$2,704,334	\$3,880,224
2022	\$2,704,335	\$5,675,374
2023	\$2,826,537	\$5,103,088
2024	\$4,392,198	\$5,016,759

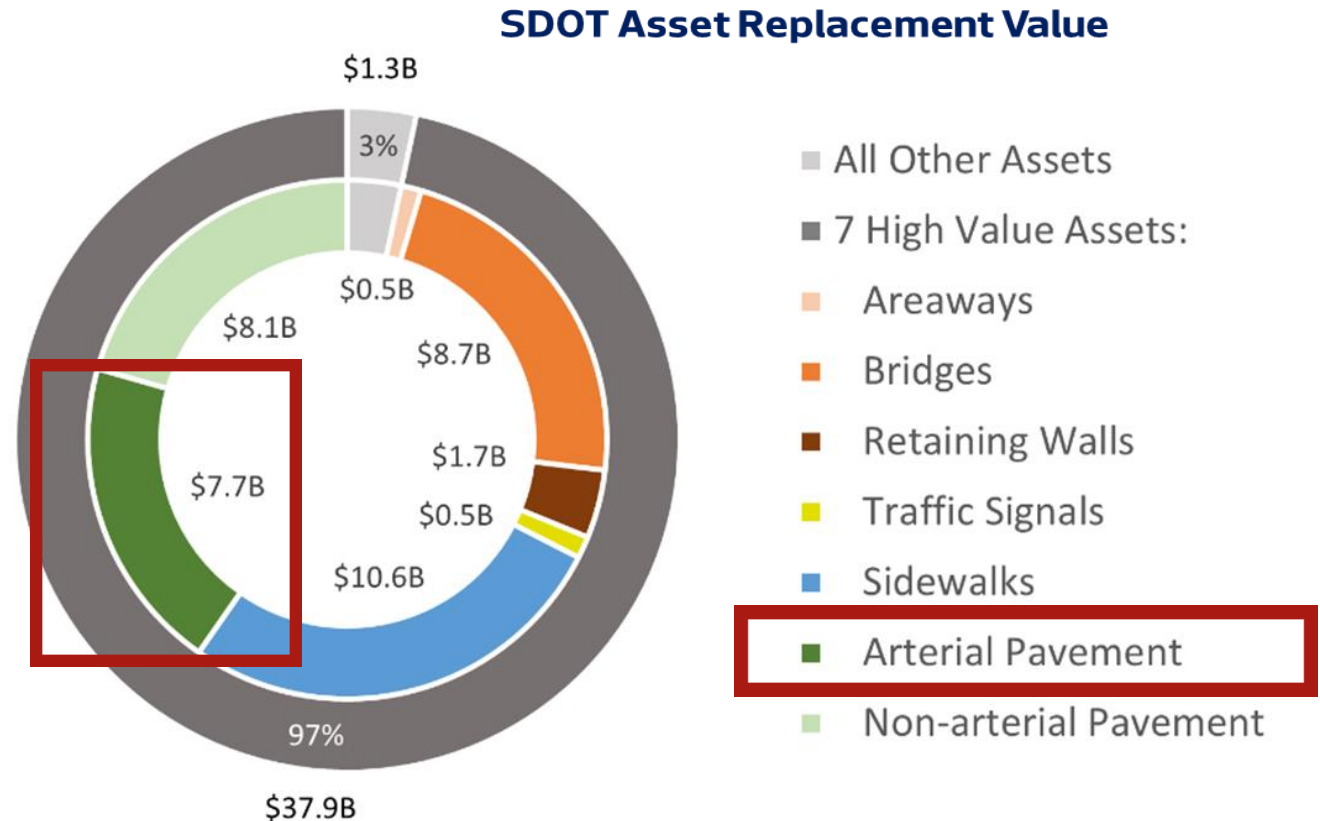
To repair individual potholes, the cost varies. The cost per pothole is dependent on several factors including size, severity of damage to the road, and other factors. A look at a recent pothole repair shows the cost at about \$152 per pothole. In addition to the conditions already outlined, other factors like material and labor costs influence the cost per repair.

2023 budget process via Change Request SDOT-O16 - Pothole Repair, SDOT was approved to add an additional \$1.3 million in budget from the Seattle Transportation Benefit District Fund, backed by vehicle license fee revenues, to establish a higher baseline budget for pothole repair going forward

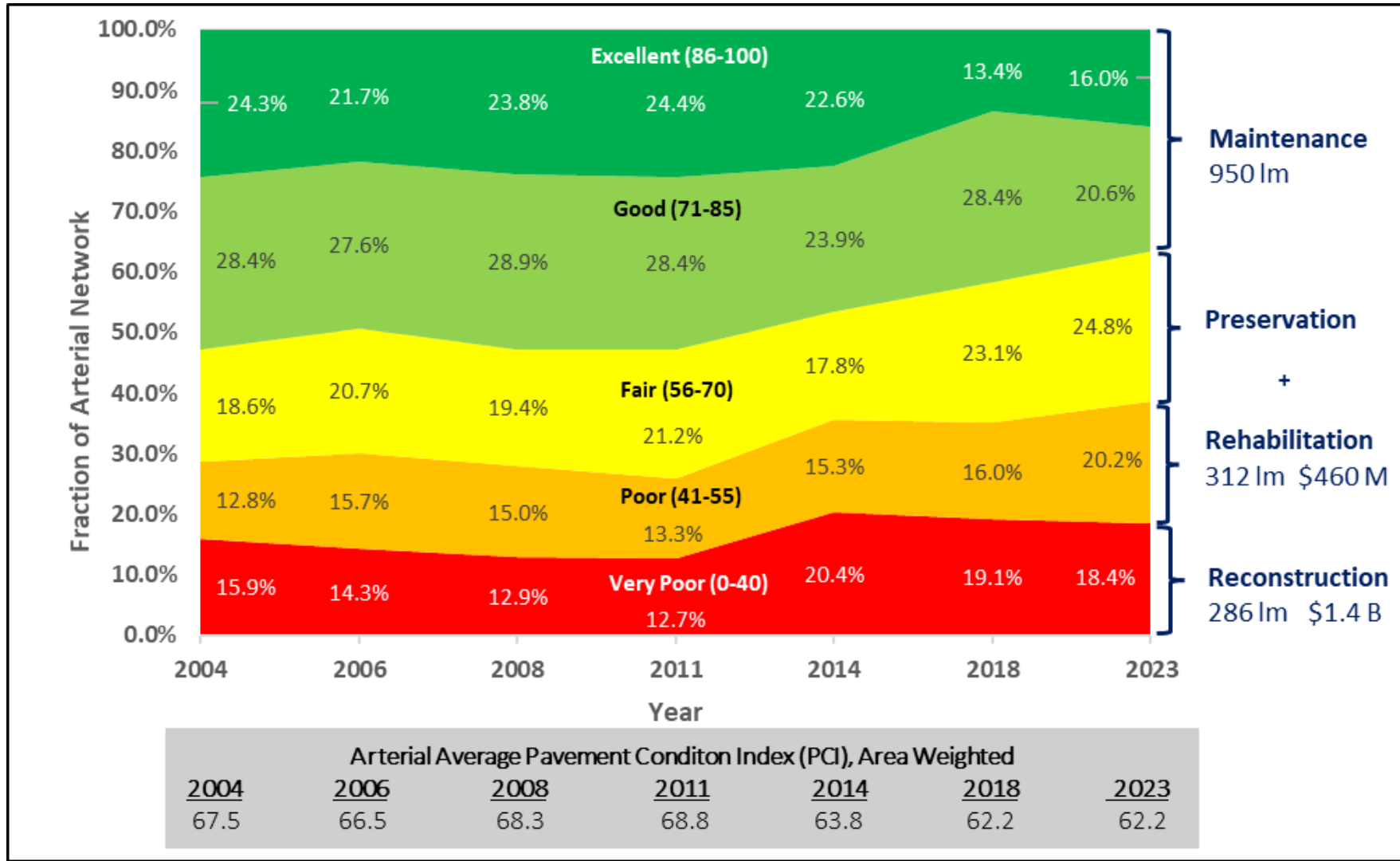


# Future Paving Investments

- Through Q4 2024 of the Levy to Move Seattle (2015 to 2024), we paved about 180 lane-miles on Arterial streets with our AAC program.
- Annual Budget 2025 to 2032 under new Levy averages \$41.25M/yr (\$330M total)



# Seattle's Arterial Pavement Condition (2004 to 2023)



Pavements in Excellent / Good / Fair condition require light, low-cost maintenance that is typically performed day-to-day by SDOT maintenance crews.

Below that level, focus is on more substantial capital and stopgap work delivered by contractors and SDOT paving crews.

\*1 lane-mile (lm)  
= (a standard lane width) 12 ft x (a mile) 5,280 ft  
= 63,360 square feet or 7,040 square yards

# Questions & Discussion

**Rodney Maxie, Deputy Division Director** | [Rodney.maxie@seattle.gov](mailto:Rodney.maxie@seattle.gov)

**Elsa Tibbits, Pavement Engineering Manager** | [Elsa.tibbits@seattle.gov](mailto:Elsa.tibbits@seattle.gov)

[www.seattle.gov/transportation](http://www.seattle.gov/transportation)





## Legislation Text

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**File #:** CB 121026, **Version:** 1

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### CITY OF SEATTLE

### ORDINANCE \_\_\_\_\_

### COUNCIL BILL \_\_\_\_\_

AN ORDINANCE vacating the alley in Block 14 Jos C. Kinnear's Addition to the City of Seattle in the North Rainier Hub Urban Village neighborhood, and accepting a Property Use and Development Agreement, on the petition of Grand Street Commons LLC, now Grand Street Commons MBH LLLP (Clerk File 314459).

WHEREAS, Grand Street Commons LLC, now Grand Street Commons MBH LLLP, filed a petition under Clerk File 314459 to vacate the Alley in Block 14 Jos C Kinnear's Addition to the City of Seattle being the alley in the block bounded by South Grand Street, 23<sup>rd</sup> Avenue South, South Holgate Street, and 22<sup>nd</sup> Avenue South; and

WHEREAS, following a November 8, 2021, public hearing on the petition, the Seattle City Council ("City Council") conditionally granted the petition on November 15, 2021; and

WHEREAS, a Property Use and Development Agreement recorded on June 16, 2025, with the King County Recorder's Office under Recording No. 20250616000715 commits the Petitioner and their successors to fulfill on going public-benefit obligations required as part of the vacation; and

WHEREAS, Seattle Municipal Code subsection 15.62.090.C exempts projects that receives public funding for affordable housing with rent restrictions consistent with Ordinance 125308 and subsequently amended, from paying the vacation fee; and

WHEREAS, the Petitioner is required to seek public space amenity permits to readily identify long term maintenance obligations of the required public benefits; and

WHEREAS, the Petitioner has met all conditions imposed by the City Council in connection with the vacation

petition; and

WHEREAS, vacating the alley in Block 14 Jos C Kinnear's Addition to the City of Seattle being the alley in the block bounded by South Grand Street, 23<sup>rd</sup> Avenue South, South Holgate Street, and 22<sup>nd</sup> Avenue South; is in the public interest; NOW, THEREFORE,

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. The alley in Block 14 Jos C Kinnear's Addition to the City of Seattle being the alley in the block bounded by South Grand Street, 23<sup>rd</sup> Avenue South, South Holgate Street, and 22<sup>nd</sup> Avenue South, is vacated:

The certain alleyway, being 16 feet in width, created by Plat, between South Grand Street and South Holgate Street and lying between Lots 1, 2, and 3, and Lots 4, 5, and 6, Block 14, Jos C. Kinnear's Addition to the City of Seattle according to the Plat thereof, recorded in Volume 1 of Plats, Page 123, records of King County, Washington.

Section 2. The Property Use and Development Agreement, King County Recording No. 20250616000715, attached as Exhibit 1 to this ordinance, is accepted.

Section 3. 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 \_\_\_\_\_, 2025, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
President \_\_\_\_\_ of the City Council

Approved /    returned unsigned /    vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Scheereen Dedman, City Clerk

(Seal)

Exhibits:  
Exhibit 1 - Property Use and Development Agreement

Record Date:6/16/2025 12:55 PM

Electronically Recorded King County, WA

Ex 1 - Property Use and Development Agreement  
V1

WHEN RECORDED, RETURN TO:

Cairncross & Hempelmann, P.S.  
524 Second Ave., Suite 500  
Seattle, Washington 98104  
Attn: Randall P. Olsen

<b>Document Title</b>	Property Use and Development Agreement
<b>Reference Number of Related Document</b>	20240919000340 (Maintenance Agreement for Grand Street Commons)
<b>Grantors</b>	Grand Street Commons MBH LLLP, a Washington limited liability limited partnership  Grand Street Commons LLC, a Washington limited liability company
<b>Grantees</b>	City of Seattle
<b>Abbreviated Legal Description</b>	LOTS 1-4, PTN LOTS 5-9 BLK 26 SANDERS SUPPL VOL. 1 PG 210, TGW LOTS 1-5 BLK 1 LOTS 6-14 BLK 5 CREEDMORE ADD VOL 11 PG 41 TGW PTN LOTS 1-6 BLK 14 KINNEAR'S ADD VOL 1 PG 123, TGW PTN NW 9-24-4  Full legal description on <u>Exhibit A</u>
<b>Tax Parcel Numbers</b>	092404-9007-03; 182230-0005-03; 182230-0020-04; 182230-0025-09; 754830-1125-06; 182230-0175-07; 182230-0025-09; 754830-1125-06; 182230-0175-07; 388190-0550-03, 388190-0560-01; 754830-1095-02; 754830-1100-05; 754830-1115-08; 754830-1120-01; 754830-1150-04

## PROPERTY USE AND DEVELOPMENT AGREEMENT

This Property Use and Development Agreement (“**Agreement**”) is entered into on this 6th day of May, 2025, by and between Grand Street Commons MBH LLLP (“**MBHA**”) a Washington limited liability limited partnership, and Grand Street Commons LLC (“**GSC**”), a Washington limited liability company. This Agreement is executed in favor of the City of Seattle, a municipal corporation (“**City**”). MBHA, GSC, and the City are each referred to herein as a “**Party**” and together as the “**Parties**”. All capitalized terms used and not otherwise defined in this Agreement shall have the meanings set forth in the Council Conditions.

### RECITALS

WHEREAS, on November 8, 2021, the Sustainability and Transportation Committee of the Seattle City Council held a public hearing on the vacation petition; and

WHEREAS, on November 15, 2021, the Seattle City Council granted approval of the vacation petition, subject to conditions; and

WHEREAS, MBHA and GSC own certain real property containing residential apartment buildings with ground floor retail in the project commonly known as Grand Street Commons. Within the Grand Street Commons project, MBHA owns the property and improvements south of S. Grand Street, bounded by 22nd Avenue S. and Rainier Avenue S. to the west, 23rd Avenue S. to the east, S. Holgate Street to the south, and S. Grand Street to the north (“**South Block**”) and GSC owns the property and improvements north of S. Grand Street, which include the properties and improvements located east and west of 22nd Avenue S. and roughly bounded by Rainier Avenue S. to the west, 23rd Avenue S. to the east, S. State Street and an alley to the north, S. Grand Street to the south (“**North Block**”). The South Block and North Block properties are described on Exhibit A attached hereto (jointly referred to herein as the “**Property**”); and

WHEREAS, MBHA and GSC have entered into that certain Maintenance Agreement dated August 29, 2024, recorded under King County Recording No. 20240919000340, attached hereto as Exhibit C (the “**Maintenance Agreement**”), which establishes maintenance obligations for public benefit elements of the Property divided along the centerline of S. Grand Street; and

WHEREAS, MBHA and the Cultural Space Agency Public Development Authority (“**CSA**”) have entered into that certain Condominium Unit Purchase and Sale Agreement dated July 11, 2022 (“**CSA Agreement**”). Pursuant to the terms of the CSA Agreement, MBHA has agreed to convey approximately 1,500 square feet of commercial space fronting the public plaza in the South Block to the CSA by deed (the “**CSA Space**”). The CSA Space is legally described as follows: “Commercial Unit 1, Grand Street Commons Condominium, a Condominium, according to the Declaration thereof recorded under King County Recording Number 20241022000401, and any amendments thereto, and as delineated on Survey Map and Plans filed in Volume 274 of Condominiums, at pages 14 through 24, records of King County, Washington.” Because the King County Assessor requires final vacation ordinance approval before condominium segregation can occur and before the CSA Space can be conveyed, MBHA will convey the CSA Space to CSA pursuant to the CSA Agreement immediately following Council approval of the final vacation ordinance and completion of the condominium segregation by the King County Assessor; and



WHEREAS, The vacation granted by the City Council on November 15, 2021 was subject to the following conditions:

(a) The vacation is granted to allow the Petitioner to build a project substantially in conformity with the project presented to the City Council and for no other purpose. This approval constitutes the substantive Council approval of the vacation and the Petitioner may proceed with the permitting and development of the project, consistent with the conditions of this approval.

(b) All street improvements shall be designed to City standards, as modified by these conditions to implement the Public Benefit requirements, and be reviewed and approved by SDOT through a Street Improvement Permit, including:

- (i) Establishing curb lines, sidewalk dimensions and garage entry,
- (ii) Proposed use of pavement scoring in the right-of-way,
- (iii) Design features, dimensions, and material of curbless portion of S Grand Street,
- (iv) Use of bollards,
- (v) Location of utility facilities, including SCL poles and SPU solid waste bins,
- (vi) Landscaping, and,
- (vii) Material use, signage, art elements and other public benefit features in the right-of-way.

(c) Cooperation between Lake Union Partners and Mt Baker Housing shall continue on the review and implementation of the proposed and required regulatory elements such as the SIP and UMP, the recommendations from the SDC including the Art & Cultural Expression Plan and the vacation conditions. It shall be the responsibility of the development team to provide information to review bodies and make sure that the varying elements can be implemented as required by City Council. If project changes or regulatory provisions impact any vacation conditions, including the public benefit features, SDOT Street Vacations will facilitate a resolution of any conflicts. Lake Union Partners and Mt Baker Housing shall provide information to SDOT about the coordination activities before the passage of the final vacation ordinance.

(d) The utility issues shall be resolved to the full satisfaction of the affected utility before the final vacation ordinance is approved. Before starting any development activity on the site, the Petitioner shall work with the affected utilities and provide protection for the utility facilities. This may include easements, restrictive covenants, relocation agreements, or acquisition of the utilities, which shall be at the sole expense of the Petitioner. The utilities that may be impacted include SCL and SPU.

(e) It is expected that development activity will commence within approximately 24 months after this approval and that development activity will be completed within 7 years. To

ensure timely compliance with the conditions imposed by the City Council, the Petitioner shall provide SDOT with regular reports, following City Council vacation approval, providing an update on the development activity, schedule, and progress on meeting the conditions and anticipated date of project completion and opening. This report shall include an update on other elements of the development review. The Petitioner shall not request or be issued a Final Certificate of Occupancy until SDOT determines that all conditions have been satisfied and all fees have been paid as applicable. If development activity has not commenced within 7 years, the Petitioner must seek an extension of the approval from the City Council.

(f) In addition to the conditions imposed through the vacation process, the project as it proceeds through the permitting process is subject to SEPA review and to conditioning pursuant to City codes through the regulatory review processes.

(g) The Petitioner shall work with the Office of Housing to implement the anti-displacement policy to give preference to renters already located in the neighborhood to the extent feasible.

(h) Free speech activities such as hand billing, signature gathering, and holding signs, all without obstructing access to the space, the building, or other adjacent amenity features, and without unreasonably interfering with the enjoyment of the space by others, shall be allowed within the on-site vacation public benefit features. While engaged in allowed activities, members of the public shall not be asked to leave for any reason other than conduct that unreasonably interferes with the enjoyment of the space by others. Signage clearly identifying public access and allowed free speech activities shall be required at the public open space elements and shall require the review and approval of SDOT Street Vacations. Signage shall be consistent with signage provided for public amenity spaces. Any violation of this condition by the Petitioner or its successors will be enforced through Chapter 15.90 of the Seattle Municipal Code.

(i) Additional review by the SDC shall include the following:

- (i) If any substantive changes are proposed to elements of the public benefit package, including funding associated with any public benefit feature, removing, relocating, or changing the type of design features for the plaza or related right-of-way improvements, the size and orientation of any spaces provided for cultural or artistic activities, or any changes to the proposed street furniture, paving, landscaping, lighting, or any other similar feature, the revisions shall be brought to the SDC for review and approval. The review and approval by the SDC shall occur before issuing any associated street use permit or a building permit for GSC South needed to install or implement any such elements.
- (ii) Before issuing any Certificate of Occupancy for GSC South, the SDC's Executive Director shall review and approve the agreement to [sic] between the Office of Arts & Culture and the Cultural Space PDA to create a condominium or otherwise set aside for the life of the building a space of approximately 1,500 square feet for the PDA to use as a community focused space that will help activate the public plaza throughout the year.

- (iii) Within 180 days of issuing a building permit associated with GSC South (MUP 3035498-LU) the SDC shall review and approve the final Cultural Expression and Public Art Plan developed as a part of the vacation public benefit package. A member of the SDC shall be a voting member in the selection of artists.
- (iv) Funds used to create items of cultural expression to be incorporated into the plaza designs shall result in the creation of elements that have a long-term or permanent quality as opposed to items that are temporary in nature.

(j) The Petitioner shall develop and maintain the public benefit elements as defined by the City Council. A Property Use and Development Agreement (PUDA) or other binding mechanism shall be required to ensure that the public benefit elements remain open and accessible to the public and to outline future maintenance obligations of the improvements.

(k) Public amenities and nonstandard elements in the right-of-way shall require a binding mechanism to ensure that the features remain open and accessible and to outline future maintenance and insurance provisions. This may, as determined by SDOT, include a City Council Term Permit, a long-term permit from SDOT, a maintenance agreement, provisions in the SIP, or inclusion in the vacation PUDA.

(l) Signage clearly identifying public access shall be required at the public open space elements and shall require the review of SDOT Street Vacations. The final design of the public benefit elements shall require the review and approval of SDOT Street Vacations. SDOT Street Vacations may require additional review by the SDC as needed. Changes to the proposed public benefits require SDOT review and may necessitate additional SDC review. The public benefit requirements include the following features including approximate quantities and square footage dimensions, shall be described in the PUDA:

**Public Benefit Matrix:**

PUBLIC BENEFIT		CODE REQUIRED	APPROXIMATE VALUE	RESPONSIBLE PARTY (IMPLEMENTATION AND COST)
ROW Enhancements	Added 12,124 SF of ROW enhancements, for a total of 33,800 SF	None	\$391,000	Mt Baker Housing
	<ul style="list-style-type: none"><li>• Nine new bike racks</li><li>• Two new street lights</li><li>• Building setbacks</li><li>• Pre-construction work (surveying, clearing, fencing,</li></ul>			

	staking, erosion control)			
Onsite Art & Cultural Opportunities	<p>Hired local BIPOC art consultant to oversee, manage and implement opportunities for onsite Cultural and Artistic Expression (\$50,000)</p> <p>Budget for hiring local artists (BIPOC priority) and materials to create art (\$190,000)</p> <p>Cultural and Artistic Expression elements in the public plaza that are part of the artists’ scope of work:</p> <ul style="list-style-type: none"> <li>150 SF water feature (\$250,000)</li> <li>29 artistic plaza pole lights, 12 seats / benches (\$205,000)</li> </ul>	None	\$695,000	<p>\$240,000 (Mt Baker Housing)</p> <p>\$455,000 (Lake Union Partners)</p>
Arts & Culture Community Space Fronting the Plaza	Contract executed with the Cultural Space Agency (CSA) as year-round programming for the plaza, as well as community-focused opportunities and events	None	N/A	Mt Baker Housing
Arts & Cultural Implementation	Dedicating 1,500 SF of commercial space fronting the public plaza to the CSA for the life of the building	None	\$250,000	Mt Baker Housing
South Public Plaza, Woonerf & Landscaping	11,601 SF of New Plaza and 10,075 SF of woonerf. (\$250,000). 14 new trees, 412 new plants and groundcover plantings (\$47,000)	None	\$297,000	Mt Baker Housing
North Public Plaza	Additional 9,100 SF of extended plaza and special paving within the plaza	None	\$307,000	Lake Union Partners
	TOTAL COST FOR PUBLIC BENEFITS		\$1,940,000	

(m) Mount Baker Housing Association, Grand Street Commons GP MBH LLC, and Grand Street Commons MBH LLLP shall be exempt from the required compensation for the appraised value of the right of way, but shall pay to the City all costs incurred by the City in processing the vacation request; and

WHEREAS, MBHA and GSC are executing this Agreement to ensure compliance with the ongoing conditions of the vacation approval subsequent to passage of the vacation ordinance.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

**Section 1. Public Benefits.** The development project currently on-site has constructed the “Public Benefits” outlined in Section 1 in the following manner, and as depicted in Exhibit B-1 and Exhibit B-2.

(a) MBHA has implemented right-of-way enhancements consisting of 12,124 square feet of additional improvements, bringing the total enhanced area to 33,800 square feet. These improvements include installation of nine new bike racks and two new street lights throughout the project area. The improvements further incorporate building setbacks and all necessary pre-construction work including surveying, clearing, fencing, staking, and erosion control measures.

(b) Under shared responsibility pursuant to the Maintenance Agreement, Owner has implemented an artistic and cultural program through engagement of a local BIPOC art consultant to oversee, manage, and implement cultural and artistic expression opportunities. This program includes an allocated budget for local artists with BIPOC priority. The resulting Cultural and Artistic Expression elements incorporate a 150 square foot water feature, twenty-nine artistic plaza pole lights, and twelve integrated seats and benches positioned throughout the public spaces.

(c) Pursuant to the CSA Agreement (described in Recital E above), MBHA has agreed to convey the CSA Space to CSA. The CSA Space shall be operated in accordance with programming and activation requirements approved by the Seattle Design Commission. The CSA Space is a permanent commitment to maintaining cultural activities and community engagement within the project.

(d) The public plaza and landscaping elements are divided between the South Block and North Block as follows: For the South Public Plaza, MBHA has constructed and maintains responsibility for an 11,601 square foot new plaza area and a 10,075 square foot woonerf. The landscaping within this area consists of fourteen newly planted trees complemented by 412 plants and groundcover installations, creating a cohesive and welcoming public space. For the North Public Plaza, GSC has constructed and maintains responsibility for an additional 9,100 square feet of extended plaza area incorporating special paving treatments that integrate with and complement the overall design of the public spaces.

**Section 2. Maintenance Obligations.** The Maintenance Agreement for Grand Street Commons (“**Maintenance Agreement**”), recorded under King County recording no. 20240919000340, and attached as Exhibit C, establishes the maintenance obligations for public benefit elements divided along the centerline of S. Grand Street, with GSC responsible for elements north of the centerline and

MBHA responsible for elements south of the centerline. The maintenance obligations include but are not limited to:

(a) GSC shall be responsible for maintaining all public benefit elements north of the Grand Street centerline. These maintenance obligations shall include regular landscaping maintenance and care; periodic hardscape pressure washing of all surfaces; ongoing irrigation system maintenance and winterization; electrical and lighting system maintenance including replacement of fixtures and bulbs as needed; snow removal and ice mitigation during inclement weather; cleaning, repair, and preservation of art tiles and installations; regular trash collection and removal; maintenance and replacement of wayfinding signage as needed; upkeep of all plaza power systems and associated utilities; operation and maintenance of water features and fountains; cleaning and repair of bus shelter facilities; and maintenance of all storm sewer systems within the designated area.

(b) MBHA shall be responsible for maintaining all public benefit elements south of the Grand Street centerline. These maintenance obligations shall include regular landscaping maintenance and care; periodic hardscape pressure washing of all surfaces; ongoing irrigation system maintenance and winterization; electrical and lighting system maintenance including replacement of fixtures and bulbs as needed; snow removal and ice mitigation during inclement weather; cleaning, repair, and preservation of art tiles and installations; regular trash collection and removal; and maintenance and replacement of wayfinding signage as needed.

(c) All maintenance shall be performed in accordance with Section 5 of the Maintenance Agreement, which specifies that the Parties agree and intend that under the PUDA, except for Shared Maintenance, costs associated with PUDA Maintenance performed north of the centerline of S. Grand Street shall be the sole responsibility of GSC and costs associated with PUDA Maintenance performed south of the centerline of S. Grand Street shall be the sole responsibility of MBHA.

**Section 3. Free Speech Activities.** Free speech activities such as hand billing, signature gathering, and holding signs, all without obstructing access to the space, the building, or other adjacent amenity features, and without unreasonably interfering with the enjoyment of the space by others, shall be allowed within the Public Benefits areas. There are three public access and free speech signs located within the Public Benefit areas. One sign is located approximately twenty feet north of the intersection of S. Grand Street and Rainier Avenue S., immediately east of the sidewalk. A second sign is located immediately north of the short-term parking area on the north side of S. Grand Street. The third sign is located near the middle of the west-facing façade of the building on the South Block. While engaged in allowed activities, members of the public may not be asked to leave for any reason other than conduct that unreasonably interferes with the enjoyment of the space by others. Any violation of these conditions will be enforced through Chapter 15.90 of the Seattle Municipal Code.

**Section 4. Anti-Displacement.** The Office of Housing has approved a Community Preference Plan per the anti-displacement requirement in the vacation conditions, a copy of which is attached hereto as Exhibit D.

**Section 5. Amendments.** This Agreement may be amended or modified by agreement between the Parties; 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 6. No Public Dedication.** Nothing in this Agreement shall constitute a public dedication of any portion of the Property or impose any restriction on any part of the Property other than the areas designated for the Public Benefits.

**Section 7. Recording.** The legal description of the Property is set forth in Exhibit A 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 title to the Property.

**Section 8. Enforcement.** This Agreement 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 Agreement.

**Section 9. Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it shall be stricken from the Agreement, and the remainder of this Agreement shall nonetheless remain in full force and effect.

**Section 10. Insurance.** Upon the effective date of the vacation ordinance, MBHA and GSC shall provide and thereafter maintain in full force and effect, commercial general liability insurance providing for a limit of not less than \$1,000,000 per occurrence for damages arising out of bodily injuries or death. The insurance policies obtained shall be issued by companies authorized to conduct business in Washington State and shall name the City as an additional insured. MBHA and GSC shall provide evidence of insurance to the City Risk Manager at the City's reasonable request.

**Section 11. Indemnity.** MBHA and GSC covenant and agree 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 the use or occupation of the Public Benefits during the term of their building ownership. Upon any transfer of building 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 12. Binding Effect.** This Agreement is binding on MBHA and GSC and their successors and assigns. MBHA and GSC, and each future owner of the Property, shall be bound only during their period of ownership.

*[Remainder of page intentionally left blank – Signature page follows]*

GSC:

Grand Street Commons LLC,  
a Washington limited liability company

By: Belshaw Partners LLC  
a Washington limited liability company  
Its: Manager

By: Lake Union Partners Seattle, LLC,  
a Washington limited liability company  
Its: Manager

By: Patrick Foley  
Name: Patrick Foley  
Its: Manager

Mailing and e-mail address for Notice:  
401 N. 36th Street, Suite 104  
Seattle, WA 98103  
[pat@lakeunionpartners.com](mailto:pat@lakeunionpartners.com)

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF King )

On this day personally appeared before me Patrick Foley, to me known to be the Manager of Lake Union Partners Seattle, LLC, a Washington liability company, the Manager of Belshaw Partners LLC, a Washington limited liability company, the Manager of Grand Street Commons LLC, a Washington limited liability company, the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that said person is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said limited liability company.

GIVEN under my hand and official seal this 25<sup>th</sup> day of April, 2025.



Shelby Hjort  
NOTARY PUBLIC in and for the

My commission expires 4/25/2029.



By: HAL Belshaw LLC,  
a Washington limited liability company  
Its: Co-Manager

By: HAL Real Estate Inc.,  
a Washington corporation,  
Its: Manager

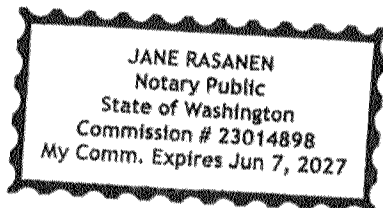
By: [Signature]  
Name: Jonathan Manheim  
Title: Manager

Mailing and e-mail address for Notice:  
2025 First Avenue, Suite 700  
Seattle, WA 98121  
jmanheim@halrealestate.com

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF King        )

On this day personally appeared before me Jonathan Manheim, to me known to be the President of HAL Real Estate Inc, a Washington corporation, the Manager HAL Belshaw LLC, a Washington limited liability company, the Co-Manager of Grand Street Commons LLC, a Washington limited liability company, the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that said person is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said limited liability company..

GIVEN under my hand and official seal this 30<sup>th</sup> day of April, 2025.



[Signature]  
NOTARY PUBLIC and for the  
State of Washington, residing  
at Seattle, WA  
My commission expires JUNE 7, 2027

**MBHA:**

Grand Street Commons MBH LLLP,  
a Washington limited liability limited partnership

By: Grand Street Commons GP MBH LLC  
a Washington limited liability company  
Its: General Partner

↙ *Mount*  
By: Baker Housing Association  
a Washington nonprofit public benefit corporation  
Its: Manager

By: *[Signature]*  
Name: *BRYON GUNGAWARE*  
Its: Executive Director  
\*  
*INTERIM*

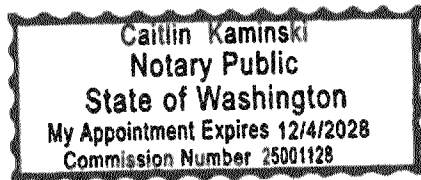
*Initial*  
*Pat Foley* *PF*  
*Jonathan Monheim* *JM*

Mailing and e-mail address for Notice:  
2916 S McClellan St  
Seattle WA 98144  
Attn: *Executive Director*

STATE OF WASHINGTON    )  
                                      ) ss.  
COUNTY OF *King*        )

On this day personally appeared before me *Caitlin Kaminski* to me known to be the Executive Director of Baker Housing Association, a Washington nonprofit public benefit corporation, the Manager of GrandStreet Commons GP MBH LLC, a Washington limited liability company, the General Partner of Grand Street Commons MBH LLLP, a Washington limited liability limited partnership, the limited liability limited partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability limited partnership, for the uses and purposes therein mentioned, and on oath stated that said person is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said limited liability limited partnership.

GIVEN under my hand and official seal this *6<sup>th</sup>* day of *May*, 2025.



*[Signature]*  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at *Duvall, WA*  
My commission expires *12/04/2028*

**EXHIBIT A**

**Real Property Legal Description**

**WEST BLOCK PARCELS**

**PARCEL A:**

LOTS 1 AND 2, BLOCK 26 OF SANDER'S SUPPLEMENTAL PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 210, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 754830-1095; 754830-1100

**PARCEL B:**

LOTS 1 AND 2, BLOCK 1 OF CREEDMOOR ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 41, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 182230-0005

**PARCEL C:**

LOT 3, AND THAT PORTION OF LOT 8 LYING EAST OF RAINIER AVENUE, BLOCK 26, SANDERS SUPPLEMENTAL PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 210, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH LOT 3, BLOCK 1, CREEDMOOR ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 41, RECORDS OF KING COUNTY, WASHINGTON.

APN: 754830-1115

**PARCEL D:**

LOT 4 AND THAT PORTION OF LOT 7, LYING EAST OF RAINIER AVENUE, BLOCK 26, SANDERS SUPPLEMENTAL PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 210, RECORDS OF KING COUNTY, WASHINGTON.

APN: 754830-1120

**PARCEL E:**

LOT 9, BLOCK 26, SANDERS SUPPLEMENTAL PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 210, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 29945 FOR RAINIER AVENUE AS PROVIDED BY ORDINANCE NUMBER 6047 OF THE CITY OF SEATTLE.

APN: 754830-1150

PARCEL F:

LOT 4, BLOCK 1, CREEDMOOR ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE(S) 41, RECORDS OF KING COUNTY, WASHINGTON.

APN: 182230-0020

PARCEL G:

THAT PORTION OF LOTS 5 AND 6, BLOCK 26 OF SANDER'S SUPPLEMENTAL PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 210, RECORDS OF KING COUNTY, WASHINGTON, LYING EASTERLY OF RAINIER AVENUE SOUTH.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 754830-1125

PARCEL H:

LOT 5, BLOCK 1 OF CREEDMOOR ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 11 OF PLATS, PAGE 41, RECORDS OF KING COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 182230-0025

**EAST BLOCK PARCELS**

PARCEL I:

LOTS 8 THROUGH 14, INCLUSIVE, BLOCK 5, CREEDMOOR ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 41, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF VACATED ALLEY ADJOINING OR ABUTTING THEREON, WHICH UPON VACATION, ATTACHED TO SAID PREMISES BY ORDINANCE NO. 114505, RECORDED UNDER RECORDING NUMBER 8905241034.

APN: 182230-0180

PARCEL J:

BEGINNING 299.90 FEET SOUTH OF INTERSECTION OF 23RD AVENUE SOUTH AND MASSACHUSETTS STREET;  
THENCE WEST 135.04 FEET;  
THENCE SOUTHERLY 185.06 FEET TO NORTH LINE OF GRAND STREET;  
THENCE EASTERLY ALONG GRAND STREET 109.92 FEET;  
THENCE ON A CURVE TO THE LEFT A RADIUS OF 15 FEET A DISTANCE OF 18.59 FEET;  
THENCE NORTHEASTERLY 35.27 FEET TO A POINT ON THE WEST LINE OF 23RD AVENUE SOUTH 44.09 FEET NORTH OF NORTH LINE OF GRAND STREET;  
THENCE NORTHERLY ALONG WEST LINE OF 23RD AVENUE SOUTH TO POINT OF BEGINNING;

ALL IN SECTION 9, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.

APN: 092404-9007

PARCEL K:

LOTS 6 AND 7, BLOCK 5, CREEDMOOR ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE(S) 41, RECORDS OF KING COUNTY, WASHINGTON;

LESS PORTION CONVEYED TO THE CITY OF SEATTLE BY DEED RECORDED UNDER RECORDING NO. 8902070880.

APN: 182230-0175

**SOUTH BLOCK PARCELS**

PARCEL L:

THE SOUTH HALF OF LOT 5 AND ALL OF LOT 6, BLOCK 14, JOS. C. KINNEAR'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE(S) 123, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THE WEST 30 FEET OF SAID LOTS 5 AND 6.

APN: 388190-0550

PARCEL M:

THE NORTH 15 FEET OF LOT 1 AND ALL OF LOTS 2 AND 3, BLOCK 14, JOS. C. KINNEAR'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 123, RECORDS OF KING COUNTY, WASHINGTON; EXCEPT THAT PORTION OF LOTS 2 AND 3 AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 76454 FOR STREET PURPOSES, AS PROVIDED IN CITY OF SEATTLE ORDINANCE NO. 21630.

APN: 388190-0515

PARCEL N:

THE NORTH HALF OF LOT 5 AND THE WEST 30 FEET OF THE SOUTH HALF LOT 5 AND ALL OF LOT 4, BLOCK 14, JOS C. KINNEAR'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 123, RECORDS OF KING COUNTY, WASHINGTON.

APN: 388190-0540

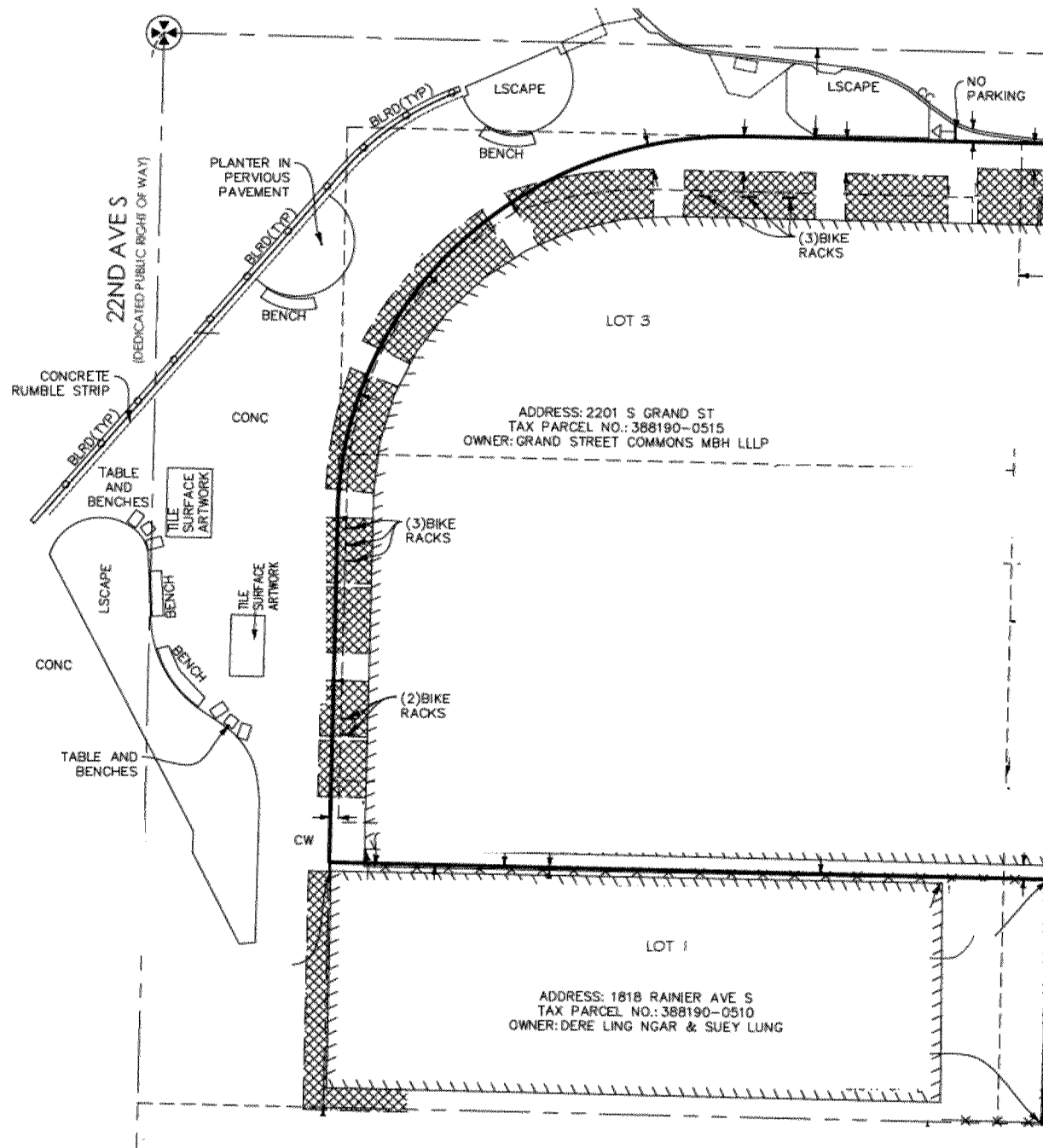
PARCEL O:

THE WEST 30 FEET OF LOT 6, BLOCK 14, JOS. C. KINNEAR'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 123, RECORDS OF KING COUNTY, WASHINGTON.

APN: 388190-0560

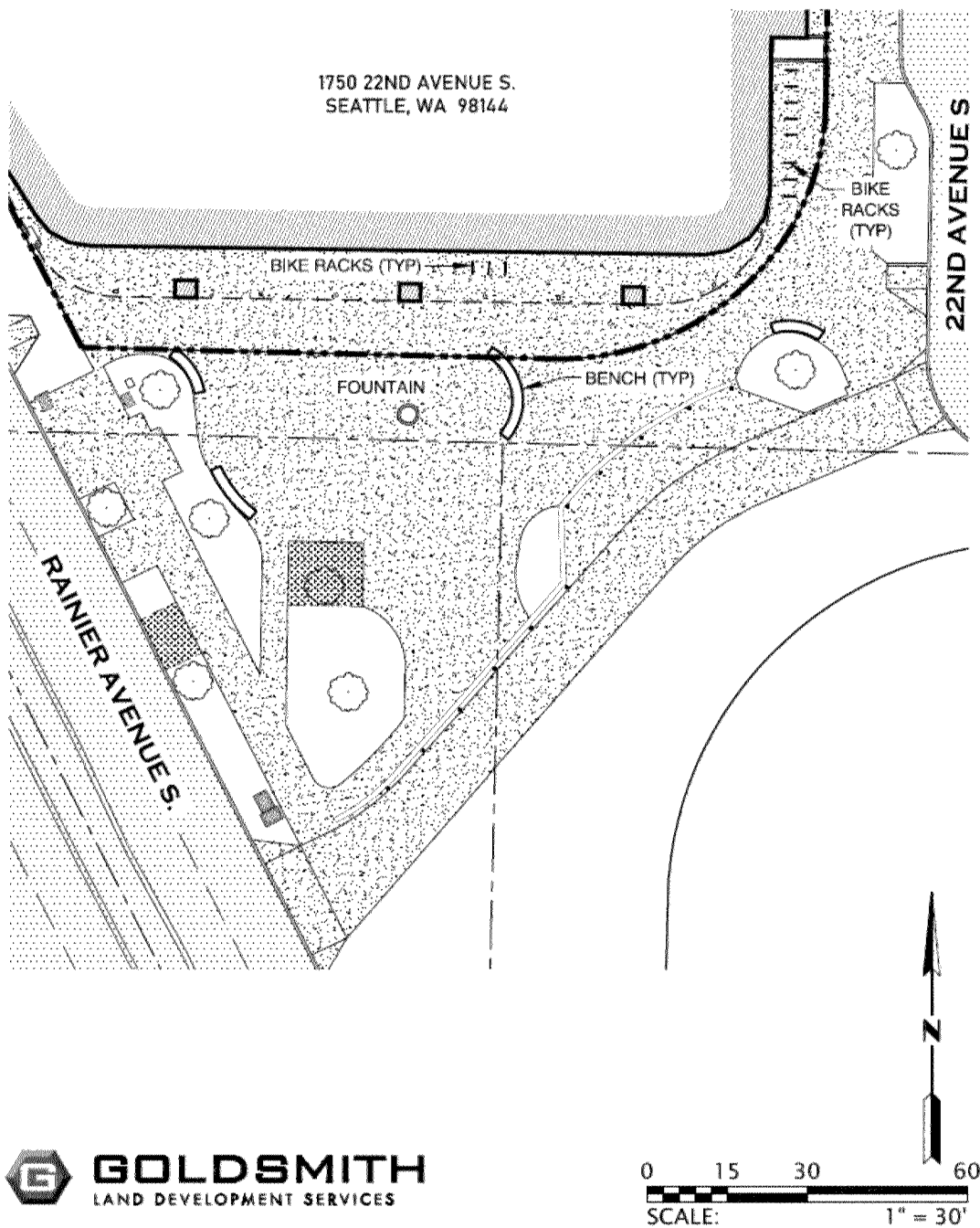
**EXHIBIT B-1**

### Depiction of Maintenance Areas



**EXHIBIT B-2**

**Depiction of Maintenance Areas**





**EXHIBIT C**

**Maintenance Agreement**

Instrument Number: 20240919000340 Document:AG Rec: \$316.50 Page-1 of 14  
Record Date:9/19/2024 12:01 PM  
Electronically Recorded King County, WA

WHEN RECORDED, RETURN TO:

Cairncross & Hempelmann, P.S.  
524 Second Ave., Suite 500  
Seattle, Washington 98104  
Attn: Matt Hanna

<b>Document Title</b>	Joint Maintenance Agreement for Grand Street Commons
<b>Reference Numbers of Related Documents</b>	N/A
<b>Grantors</b>	GRAND STREET COMMONS LLC, a Washington limited liability company GRAND STREET COMMONS MBH LLLP, a Washington limited liability limited partnership
<b>Grantees</b>	GRAND STREET COMMONS LLC, a Washington limited liability company GRAND STREET COMMONS MBH LLLP, a Washington limited liability limited partnership
<b>Abbreviated Legal Description</b>	LOTS 1-4, PTN LOTS 5-9 BLK 26 SANDERS SUPPL VOL. 1 PG 210, TGW LOTS 1-5 BLK 1 LOTS 6-14 BLK 5 CREEDMORE ADD VOL 11 PG 41 TGW PTN LOTS 1-6 BLK 14 KINNEAR'S ADD VOL 1 PG 123, TGW PTN NW 9-24-4; Full legal description attached hereto as <u>Exhibit A</u>
<b>Tax Parcel Numbers</b>	092404-9007-03; 182230-0005-03; 182230-0020-04; 182230-0025-09; 754830-1125-06; 182230-0175-07; 182230-0180-00; 388190-0515-07, 388190-0540-06, 388190-0550-03, 388190-0560-01; 754830-1095-02; 754830-1100-05; 754830-1115-08; 754830-1120-01; 754830-1150-04

## MAINTENANCE AGREEMENT FOR GRAND STREET COMMONS

This MAINTENANCE AGREEMENT FOR GRAND STREET COMMONS (“**Agreement**”) is entered into on this 29th day of August, 2024, by and between GRAND STREET COMMONS LLC, a Washington limited liability company (“**GSC**”) and GRAND STREET COMMONS MBH LLLP, a Washington limited liability limited partnership (“**MBH**”). GSC and MBH are each referred to herein as a “**Party**” and together as the “**Parties**.”

### RECITALS

**A.** The Parties each own separate portions of real property in King County, Washington, legally described in attached Exhibit A (“**Property**” or “**Grand Street Commons**”).

**B.** GSC owns the West Block and the East Block of the Property (“**GSC Property**”) and Owner owns the South Block of the Property (“**MBH Property**”) as respectively identified in Exhibit A.

**C.** GSC and MBH are parties to a certain Assignment and Right of Way Improvement Agreement (“**ROW Agreement**”) dated August 24, 2022, which assigns rights, obligations and responsibilities for certain Grand Street Commons improvements to the Parties.

**D.** Under Sections 2.7 and 3 of the ROW Agreement, the Parties agreed to divide responsibility for maintaining those improvements defined therein as the Separate Improvements and the Shared Improvements, as depicted in Exhibit B (the “**Improvements**”), by allocating sole responsibility for maintenance and operation costs for the Improvements north of the centerline of S. Grand Street to GSC, and by allocating sole responsibility for maintenance and operation costs for the Improvements south of the centerline of S. Grand Street to MBH.

**E.** The Parties anticipate that they will enter into a Property Use and Development Agreement (“**PUDA**”) with the City of Seattle. The Parties further anticipate that the PUDA will include maintenance requirements involving the Improvements (“**PUDA Maintenance**”) that will also divide maintenance responsibilities between the Parties along the centerline of S. Grand Street.

**F.** The Parties are entering into this Agreement as contemplated under Sections 2.7 and 3 of the ROW Agreement to (i) more specifically identify the maintenance to be performed, (ii) govern the rights and responsibilities regarding maintenance of the Improvements and (iii) outline a process for dividing maintenance costs under certain circumstances.

### TERMS

The Parties hereby agree and declare as follows:

**1. Recitals.** The Recitals above are incorporated herein.

**2. Maintenance of the Improvements.** Unless otherwise provided under this Agreement, the Parties are solely responsible for the cost of operating and maintaining the Improvements on either side of the centerline of S. Grand Street as follows: GSC is responsible for the Improvements north of the centerline of S. Grand Street and MBH is responsible for the Improvements south of the centerline of S. Grand Street. Maintenance of the Improvements includes, but is not limited to, the maintenance items listed in Exhibit B.

**3. Reimbursement of Maintenance Costs.** Under certain circumstances, a Party may be obligated to undertake maintenance in an area of the Property that said Party is not responsible for maintaining. Such circumstances may include, but are not limited to, performing required PUDA Maintenance on behalf of a party in compliance with the PUDA, undertaking maintenance to areas of S. Grand Street that span the centerline where such maintenance cannot practically be performed independently, or otherwise performing emergency maintenance (“**Shared Maintenance**”). In the event that a Party performs Shared Maintenance, the Party undertaking the Shared Maintenance shall be reimbursed by the other Party for the reimbursing Party’s share of the Shared Maintenance costs on a quarterly basis as follows. The requesting Party shall provide Notice to the reimbursing Party containing a written reimbursement request, along with supporting invoices (“**Reimbursement Request**”). The reimbursing Party shall pay the requesting Party the amount stated in the Reimbursement Request within thirty (30) days of delivery of the Notice. If payment is not made in full by the due date, unpaid amounts shall bear interest from the due date at a rate of twelve (12) percent per annum or the highest rate then permitted by law, whichever is less.

**4. Cooperation.** The Parties agree to coordinate and work together in good faith when performing the Shared Maintenance and in so doing maintain the Improvements so as to keep them in good repair and condition, and in compliance with applicable law.

**5. PUDA Maintenance.** The Parties agree and intend that under the future PUDA, except for Shared Maintenance, costs associated with PUDA Maintenance performed north of the centerline of S. Grand Street shall be the sole responsibility of GSC and costs associated with PUDA Maintenance performed south of the centerline of S. Grand Street shall be the sole responsibility of MBH.

**6. General Terms.**

**a. Notices.** Notices delivered under this Agreement shall be delivered in any of the following means: (i) in person, (ii) sent to the applicable e-mail addresses included under the signature line of each Party to this Agreement, or (iii) delivered by mail. Notices which are delivered in person shall be effective when delivered. Notices which are sent by e-mail shall be effective on the date it is sent to the e-mail address provided below. Notices which are mailed shall be sent by certified mail, return receipt requested, and shall be deemed effective on the date of confirmed delivery whether or not a return receipt is signed or returned.

**b. Applicable Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Jurisdiction and venue of any suit arising out of or related to this Agreement will be exclusively in the state or federal courts in King County, Washington.

**c. Binding Effect.** This Agreement shall bind and inure to the benefit of the owners of the GSC Property and MBH Property and their respective successors, heirs, assigns, and personal representatives and all persons claiming by, through, or under the owners of the properties. The covenants and restrictions described herein run with the land and are appurtenant to and touch and concern the real property described herein.

**d. Nonwaiver of Breach.** The waiver by a Party of a breach of any provision of this Agreement by the other Party will not operate or be construed as a waiver of any subsequent breach by that Party.

**e. Amendments.** This Agreement may be changed, modified, or amended in whole

or in part only with written consent of the Parties. Any amendment shall take effect only upon recording in the official real property records of King County, Washington.

**f. Attorney Fees.** If either Party commences litigation against the other to require performance of any term herein or to redress any breach thereof, the substantially prevailing Party in such litigation shall be entitled to recover its costs and reasonable attorney fees, including on appeal.

**g. Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it shall be stricken from the Agreement, the remainder of this Agreement shall nonetheless remain in full force and effect.

**h. Counterparts.** This Agreement may be executed in one or more counterparts, all of which will constitute a single, integrated agreement.

**i. Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties as to the matters specifically dealt with herein, and supersedes any and all prior agreements, oral or otherwise, relating to said matters.


*[Signatures and acknowledgments on following pages.]*

**GSC:**

GRAND STREET COMMONS LLC,  
a Washington limited liability company

By: Belshaw Partners LLC,  
a Washington limited liability company  
Its: Manager

By: Lake Union Partners Seattle, LLC,  
a Washington limited liability company  
Its: Manager

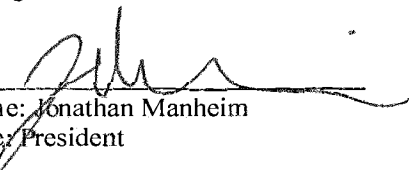
By:   
Name: Patrick Foley  
Its: Manager

Mailing and e-mail address for Notice:

401 N. 36th Street, Suite 104  
Seattle, WA 98103  
pat@lakeunionpartners.com

By: HAL Belshaw LLC,  
a Washington limited liability company  
Its: Co-Manager

By: HAL Real Estate Inc.,  
a Washington corporation,  
Its: Manager

By:   
Name: Jonathan Manheim  
Title: President

Mailing and e-mail address for Notice:

2025 First Avenue, Suite 700  
Seattle, WA 98121  
jmanheim@halrealestate.com

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

On this day personally appeared before me Patrick Foley, to me known to be the Manager of Lake Union Partners Seattle, LLC, a Washington limited liability company, the Manager of Belshaw Partners LLC, a Washington limited liability company, the Manager of Grand Street Commons LLC, a Washington limited liability company, the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that said person is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said limited liability company.

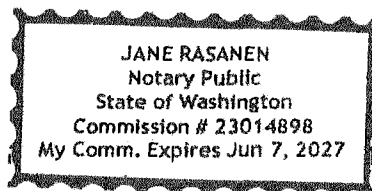
GIVEN under my hand and official seal this 29<sup>th</sup> day of August, 2024.



Shelby Hjort  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Seattle 98103  
My commission expires 04/20/2025.




STATE OF WASHINGTON    )  
                                  ) ss.  
COUNTY OF KING        )



On this day personally appeared before me Jonathan Manheim, to me known to be the President of HAL Real Estate Inc, a Washington corporation, the Manager of HAL Belshaw LLC, a Washington limited liability company, the Co-Manager of Grand Street Commons LLC, a Washington limited liability company, the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that said person is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said limited liability company.

GIVEN under my hand and official seal this 28 day of August, 2024

  
\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Seattle, WA  
My commission expires June 7, 2027

**MBH:**

GRAND STREET COMMONS MBH LLLP,  
a Washington limited liability limited partnership

By: Grand Street Commons GP MBH LLC,  
a Washington limited liability company  
Its: General Partner

By: Baker Housing Association,  
a Washington nonprofit public benefit corporation  
Its: Manager

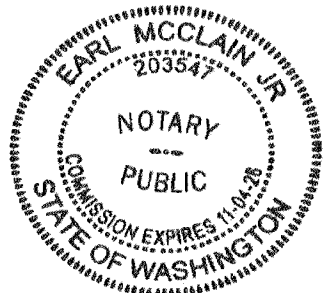
By:   
Name: David Tan  
Its: Executive Director


Mailing and e-mail address for Notice:  
2916 S McClellan St  
Seattle WA 98144  
Attn: David Tan, Alisha Dall'Osto  
david@mtbakerhousing.org  
alisha@mtbakerhousing.org

STATE OF WASHINGTON     )  
                                      ) ss.  
COUNTY OF KING         )

On this day personally appeared before me David Tan, to me known to be the Executive Director of Baker Housing Association, a Washington nonprofit public benefit corporation, the Manager of Grand Street Commons GP MBH LLC, a Washington limited liability company, the General Partner of Grand Street Commons MBH LLLP, a Washington limited liability limited partnership, the limited liability limited partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability limited partnership, for the uses and purposes therein mentioned, and on oath stated that said person is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said limited liability limited partnership.

GIVEN under my hand and official seal this 25<sup>th</sup> day of June, 2024.



  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Issaquah, Wa  
My commission expires 11-4-28

**EXHIBIT A**

**Real Property Legal Description**

**WEST BLOCK PARCELS**

**PARCEL A:**

LOTS 1 AND 2, BLOCK 26 OF SANDER'S SUPPLEMENTAL PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 210, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 754830-1095; 754830-1100

**PARCEL B:**

LOTS 1 AND 2, BLOCK 1 OF CREEDMOOR ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 41, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 182230-0005

**PARCEL C:**

LOT 3, AND THAT PORTION OF LOT 8 LYING EAST OF RAINIER AVENUE, BLOCK 26, SANDERS SUPPLEMENTAL PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 210, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH LOT 3, BLOCK 1, CREEDMOOR ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 41, RECORDS OF KING COUNTY, WASHINGTON.

APN: 754830-1115

**PARCEL D:**

LOT 4 AND THAT PORTION OF LOT 7, LYING EAST OF RAINIER AVENUE, BLOCK 26, SANDERS SUPPLEMENTAL PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 210, RECORDS OF KING COUNTY, WASHINGTON.

APN: 754830-1120

**PARCEL E:**

LOT 9, BLOCK 26, SANDERS SUPPLEMENTAL PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 210, RECORDS OF KING COUNTY, WASHINGTON;

4883-8679-3138, v. 5

EXCEPT THAT PORTION THEREOF CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 29945 FOR RAINIER AVENUE AS PROVIDED BY ORDINANCE NUMBER 6047 OF THE CITY OF SEATTLE.

APN: 754830-1150

PARCEL F:

LOT 4, BLOCK 1, CREEDMOOR ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE(S) 41, RECORDS OF KING COUNTY, WASHINGTON.

APN: 182230-0020

PARCEL G:

THAT PORTION OF LOTS 5 AND 6, BLOCK 26 OF SANDER'S SUPPLEMENTAL PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 210, RECORDS OF KING COUNTY, WASHINGTON, LYING EASTERLY OF RAINIER AVENUE SOUTH.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 754830-1125

PARCEL H:

LOT 5, BLOCK 1 OF CREEDMOOR ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 11 OF PLATS, PAGE 41, RECORDS OF KING COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 182230-0025

**EAST BLOCK PARCELS**

PARCEL I:

LOTS 8 THROUGH 14, INCLUSIVE, BLOCK 5, CREEDMOOR ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 41, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF VACATED ALLEY ADJOINING OR ABUTTING THEREON, WHICH UPON VACATION, ATTACHED TO SAID PREMISES BY ORDINANCE NO. 114505, RECORDED UNDER RECORDING NUMBER 8905241034.

APN: 182230-0180

PARCEL J:

4883-8679-3138, v. 5

BEGINNING 299.90 FEET SOUTH OF INTERSECTION OF 23RD AVENUE SOUTH AND MASSACHUSETTS STREET;  
THENCE WEST 135.04 FEET;  
THENCE SOUTHERLY 185.06 FEET TO NORTH LINE OF GRAND STREET;  
THENCE EASTERLY ALONG GRAND STREET 109.92 FEET;  
THENCE ON A CURVE TO THE LEFT A RADIUS OF 15 FEET A DISTANCE OF 18.59 FEET;  
THENCE NORTHEASTERLY 35.27 FEET TO A POINT ON THE WEST LINE OF 23RD AVENUE SOUTH 44.09 FEET NORTH OF NORTH LINE OF GRAND STREET;  
THENCE NORTHERLY ALONG WEST LINE OF 23RD AVENUE SOUTH TO POINT OF BEGINNING;

ALL IN SECTION 9, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.

APN: 092404-9007

PARCEL K:

LOTS 6 AND 7, BLOCK 5, CREEDMOOR ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE(S) 41, RECORDS OF KING COUNTY, WASHINGTON;

LESS PORTION CONVEYED TO THE CITY OF SEATTLE BY DEED RECORDED UNDER RECORDING NO. 8902070880.

APN: 182230-0175

**SOUTH BLOCK PARCELS**

PARCEL L:

THE SOUTH HALF OF LOT 5 AND ALL OF LOT 6, BLOCK 14, JOS. C. KINNEAR'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE(S) 123, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THE WEST 30 FEET OF SAID LOTS 5 AND 6.

APN: 388190-0550

PARCEL M:

THE NORTH 15 FEET OF LOT 1 AND ALL OF LOTS 2 AND 3, BLOCK 14, JOS. C. KINNEAR'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 123, RECORDS OF KING COUNTY, WASHINGTON; EXCEPT THAT PORTION OF LOTS 2 AND 3 AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 76454 FOR STREET PURPOSES, AS PROVIDED IN CITY OF SEATTLE ORDINANCE NO. 21630.

APN: 388190-0515

PARCEL N:

THE NORTH HALF OF LOT 5 AND THE WEST 30 FEET OF THE SOUTH HALF LOT 5 AND ALL OF LOT 4, BLOCK 14, JOS C. KINNEAR'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 123, RECORDS OF KING COUNTY, WASHINGTON.

APN: 388190-0540

PARCEL O:

THE WEST 30 FEET OF LOT 6, BLOCK 14, JOS. C. KINNEAR'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 123, RECORDS OF KING COUNTY, WASHINGTON.

APN: 388190-0560

**EXHIBIT B**

**Depiction of Maintenance Areas**

Depictions are included in non-recorded version.



**EXHIBIT C**

**Maintenance Responsibilities**

**NORTH OF GRAND STREET**

- Landscaping
- Hardscape Pressure Washing (including benches)
- Irrigation Maintenance & Winterization
- Electrical Lighting Maintenance (wiring & bulbs including specialty garlic globe lights)
- Snow removal
- Ice Mitigation and/or Anti-Slip Measures
- Art Tile Cleaning, Sealing, and Repair
- Weekly trash removal
- Wayfinding Signage Maintenance and Repair
- Plaza Power Bollard and GFCI Outlet Maintenance and Repair
- Fountain Maintenance
- Bus Shelter Maintenance
- Under Fountain Storm Sewer Maintenance

**SOUTH OF GRAND STREET**

- Landscaping
- Hardscape Pressure Washing (including benches)
- Irrigation Maintenance & Winterization
- Electrical Lighting Maintenance (wiring & bulbs including specialty garlic globe lights)
- Snow removal
- Ice Mitigation and/or Anti-Slip Measures
- Art Tile Cleaning, Sealing, and Repair
- Weekly trash removal
- Wayfinding Signage Maintenance and Repair

**EXHIBIT D**

**Anti-Displacement Plan**

(copy on file with City of Seattle Office of Housing)

## **SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Seattle Department of Transportation	Amy Gray	Christie Parker

### **1. BILL SUMMARY**

**Legislation Title:**

AN ORDINANCE vacating the alley in Block 14 Jos C. Kinnear's Addition to the City of Seattle in the North Rainier Hub Urban Village neighborhood, and accepting a Property Use and Development Agreement, on the petition of Grand Street Commons LLC, now Grand Street Commons MBH LLLP (Clerk File 314459).

**Summary and Background of the Legislation:**

This Council Bill completes the vacation process for the alley in Block 14 Jos C. Kinnear's Addition to the City of Seattle in the North Rainier Hub Urban Village neighborhood, on the petition of Grand Street Commons MBH LLLP.

The Petitioner sought the vacation for the development of a transit-oriented, mixed-income community, including commercial and retail spaces, over three blocks. The vacation supports the affordable housing component of the larger development, allowing the consolidation of the site so that one building could be developed, eliminating the duplication of services and access points. Following a November 8, 2021, public hearing on the petition, the City Council conditionally granted the petition.

### **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.**

No, the Seattle City Council, by Ordinance 126507, exempted the vacation fee to support the affordable housing component of the development.

**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.**

N/A

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

This legislation will complete the vacation process. The Petitioner has met all the conditions imposed by the City Council. By not implementing this legislation, the City could be in violation of its obligations, which could have financial implications.

#### **4. OTHER IMPLICATIONS**

**a. Please describe how this legislation may affect any departments besides the originating department.**

N/A

**b. Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.**

Yes, the property legally described in Section 1 of the Council Bill.

**c. 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.**

This legislation supports affordable housing in a historically disadvantaged community.

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

N/A

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

N/A

**d. 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 is unlikely to increase or decrease carbon emissions in a material way.

- 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.**

This legislation will not increase or decrease Seattle’s ability to adapt to climate change in a material way.

- e. **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?**

N/A

## 5. CHECKLIST

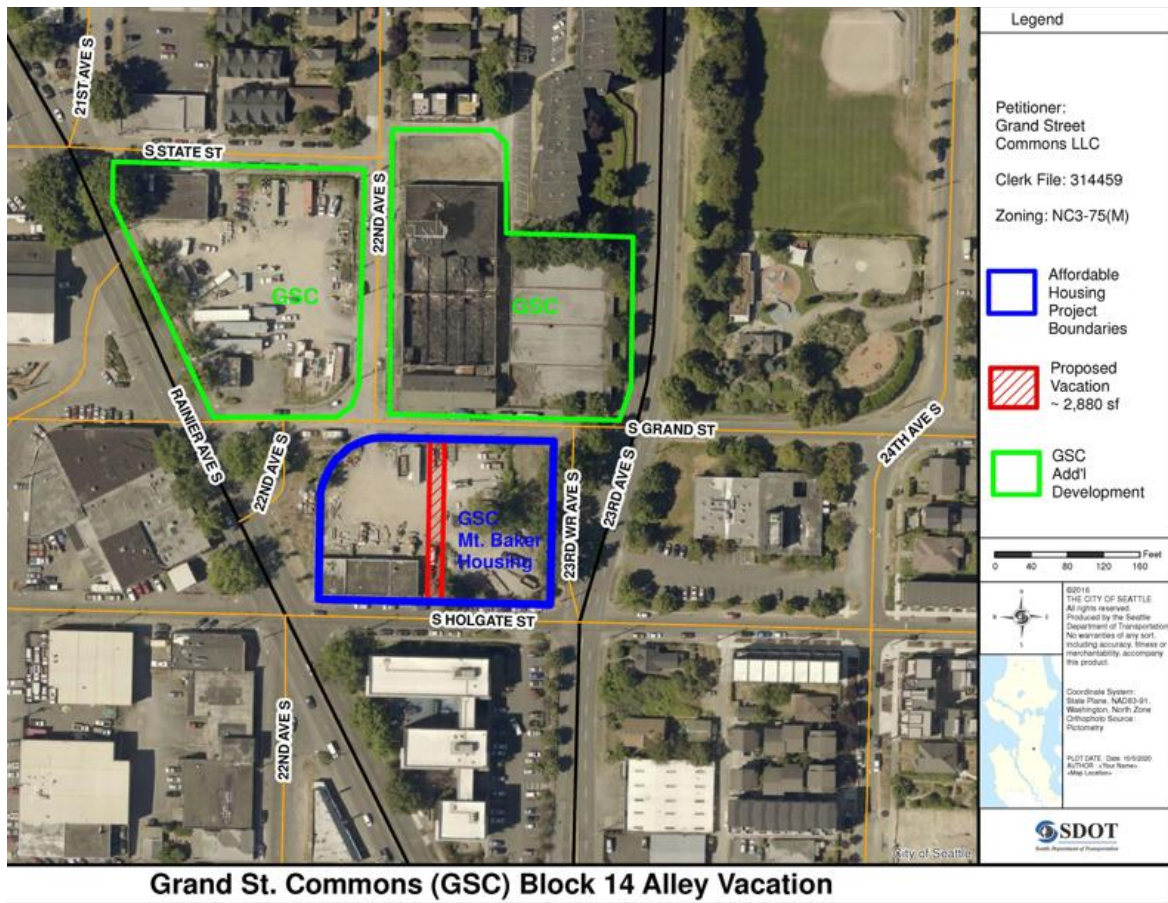
- ☐ Is a public hearing required?
- ☐ Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?
- ☐ If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?
- ☐ Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?

## 6. ATTACHMENTS

### Summary Attachments:

Summary Attachment A – Grand Street Commons Vacation Area Map

## Grand St Commons Vacation Area Map



July 9, 2025

## MEMORANDUM

**To:** Transportation Committee  
**From:** Lish Whitson, Analyst  
**Subject:** Council Bill 121026: Grand Street Commons Vacation

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On July 15, 2025, the Transportation Committee (Committee) will receive a briefing on Council Bill (CB) 121026, a bill to grant final approval of the vacation of the alley on the block bounded by S Grand Street on the north, S Holgate Street on the south, 23<sup>rd</sup> Avenue S south on the east, and 22<sup>nd</sup> Avenue S/Rainier Avenue S on the west. The vacated alley is located southeast of Colman Playground, three blocks south of Interstate 90 in the Judkins Park neighborhood (Council District 3). Council conditional approval of the vacation was granted on November 15, 2021, through Clerk File (CF) [314459](#). Approval of the vacation facilitated the development of Tahoma Valley Apartments, a mixed-use building, containing 206 affordable residential units. Tahoma Valley Apartments are part of a three-building mixed-use development containing a total of 775 units, including 364 affordable units and 50,000 square feet of commercial space.

The Council's decision at this point is to determine whether the project has satisfied the conditions of CF 314459. If those conditions have been met, the Council should approve the bill and grant final approval of the vacation. This memorandum discusses the project and the conditions placed on the alley vacation. Attachment 1 provides background on the City's street vacation policies.

### Grand Street Commons

The Grand Street Commons project redeveloped three blocks in the Judkins Park neighborhood. The project included extensive remediation of polluted properties. The alley that would be vacated by CB 121026 ran through the southernmost block.

On that block, Mount Baker Housing has built Tahoma Valley Apartments, a seven-story mixed-use building with 206 affordable residential units, ground floor commercial space, and the Cultural Space Agency's Launch Space incubator space. Between the apartments and Rainier Avenue, the project has reconfigured S Grand Street and 22<sup>nd</sup> Avenue S to create a public plaza.

## Review of Vacation Conditions

The Council's conditional approval of the vacation included 13 conditions. These conditions required that:

1. The vacation be for the project presented to the Council.
2. Street improvements must be made pursuant to City standards.
3. Mount Baker Housing and their development partners will continue to work on development of the plaza and project conditions.
4. Utility issues in the right-of-way shall be resolved.
5. Development should start within 24 months of approval and be completed within seven years.
6. Street vacation approval does not eliminate other conditioning through regulatory reviews and State Environmental Policy Act review.
7. Mount Baker Housing will work with the Office of Housing to give preference to renters already living in the neighborhood.
8. Free speech activities must be permitted in public spaces on site and signage must indicate to the public that those activities are allowed.
9. The Seattle Design Commission will review: changes to public benefit features; agreements with the Cultural Space Agency regarding space in the project; the final Cultural Expression and Public Art Plan; long-term or permanent cultural features included in the plaza area.
10. A Property Use and Development Agreement (PUDA)<sup>1</sup> or other binding agreement is required to ensure that the public benefit elements remain open to the public and maintained.
11. A binding agreement will ensure public elements in the right-of-way remain open and accessible and maintained.

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<sup>1</sup> The PUDA is included as [Exhibit 1](#) to the bill.



12. The Petitioner must provide signage identifying public access; SDOT must review and approve the final design of public benefit elements of the project; changes to the public benefit elements will require SDOT approval; and the PUDA must describe the following public benefits:

PUBLIC BENEFIT		RESPONSIBLE PARTY
ROW Enhancements	Added 12,124 SF of Right-of-Way enhancements, for a total of 33,800 SF <ul style="list-style-type: none"><li>• Nine new bike racks</li><li>• Two new street lights</li><li>• Building setbacks</li><li>• Pre-construction work (surveying, clearing, fencing, staking, erosion control)</li></ul>	Mt Baker Housing
Onsite Art & Cultural Opportunities	Hired local BIPOC art consultant to oversee, manage and implement opportunities for onsite Cultural and Artistic Expression	Mt Baker Housing & Lake Union Partners
Arts & Culture Community Space Fronting the Plaza	Contract executed with the Cultural Space Agency (CSA) as year-round programming for the plaza, as well as community-focused opportunities and events	Mt Baker Housing
Arts & Cultural Implementation	Dedicating 1,500 SF of commercial space fronting the public plaza to the CSA for the life of the building	Mt Baker Housing
South Public Plaza, Woonerf & Landscaping	11,601 SF of New Plaza and 10,075 SF of woonerf. 14 new trees, 412 new plants and groundcover plantings	Mt Baker Housing
North Public Plaza	Additional 9,100 SF of extended plaza and special paving within the plaza	Lake Union Partners

13. The project shall pay the required street vacation fees but is not required to compensate the City for the value of the right-of-way.

SDOT has confirmed that the petitioner has met all of the conditions included in CF 314459 and provided the public benefits described above. CB 121026 would (1) accept a PUDA that reflects the conditions included in CF 314459, ensuring the long-term maintenance of the public benefit improvements, and (2) vacates the City's interest in the alley right-of-way.

### Next Steps

The Committee will receive a briefing on the bill at its July 15 meeting. Council approval of the bill would allow for the final vacation of the alley right-of-way.

cc: Ben Noble, Director

### Attachment:

1. Summary of Seattle's Street Vacation Policies

## **Attachment 1 – Summary of Seattle’s Street Vacation Policies**

### **Street Vacation Policies**

From time to time, property owners seek to permanently acquire the street or alley next to their property from the City, typically to facilitate a proposed development. The process to do so is laid out in the Revised Code of Washington (RCW) [Chapter 35.79](#), Seattle Municipal Code (SMC) [Chapter 15.62](#), and the City Council’s [Street Vacation Policies](#). In 2018, the City Council updated its street vacation policies to provide greater clarity for petitioners, members of the public and decision-makers in proposing and reviewing street vacation petitions. The policies identify two related but independent questions that the Council must consider in reviewing a street vacation petition:

- are the “public trust functions” of the right-of-way maintained? and
- will the public receive a benefit from the vacation?

Public trust functions are the uses of right-of-way. The policies describe the public trust functions as follows:

Streets are dedicated in perpetuity for use by the public for travel, transportation of goods, and locating utilities. The dedication carries with it public rights to circulation, access, utilities, light, air, open space, views, free speech, and assembly, and contributes significantly to the form and function of the city. The primary concern of the City in vacation decisions is to safeguard the public’s present and future needs and to act in the public’s best interest. (p. 7)

Public benefits are a required component of street vacations to offset loss of public space. The policies describe public benefits as follows:

The City acts as a trustee for the public in its administration of rights-of-way. Courts have required that in each vacation there shall be an element of public use or benefit, and a vacation cannot be granted solely for a private use or benefit. Therefore, before this public asset can be vacated to a private party, there shall be a permanent or long-term benefit to the public.

The fact that these benefits are provided equally to all members of the public may be most important to those who have the least. To best address the needs of the community, a strong focus on race and social equity is important in assessing the public benefits included as part of a street vacation petition.

Proposed vacations may be approved only when they provide a permanent or long-term public benefit. Because the public permanently loses the street, short-term public benefits or public benefits that solely benefit individuals will not be considered. The following are not considered public benefits:

- Mitigating the vacation's adverse effects;
- Meeting code requirements for development;
- Paying the required vacation fee;
- Facilitating economic activity; or
- Providing a public, governmental, or educational service.

While the nature of the project is a factor in deciding the adequacy of a public benefit proposal, it is not itself a public benefit. (p. 22)

After a petitioner files a complete vacation petition with the City Council, it is sent to the Seattle Department of Transportation (SDOT), the Seattle Design Commission per SMC Chapter [3.58](#), and other agencies for review. SDOT collects comments from City departments, private utilities, transit agencies, and others with an interest in the City's rights-of-way. After review and recommendation by these parties, SDOT returns the petition, and the City Council considers the petition. The Council is required to hold a public hearing on the petition, and then must act on the petition. State law states that approval of vacations is solely a legislative act.

If the Council decides it is appropriate to vacate the right-of-way, it will typically grant conditional approval. That approval is placed in the Clerk File alongside the vacation petition. That conditional approval allows the petitioner to begin developing in the right-of-way.

After the petitioner meets all the conditions and pays all fees, SDOT drafts an ordinance for Council consideration that transfers ownership of the right-of-way to the petitioner. Council's review of that final ordinance is generally limited to confirmation that the conditions set in the Street Vacation conditional approval have been met. If all conditions have been met, the Council should pass the ordinance granting the vacation.



Transportation Committee Presentation

# GRAND STREET COMMONS ALLEY VACATION

July 15, 2025

Mt Baker Housing Association



# GRAND STREET COMMONS ALLEY VACATION

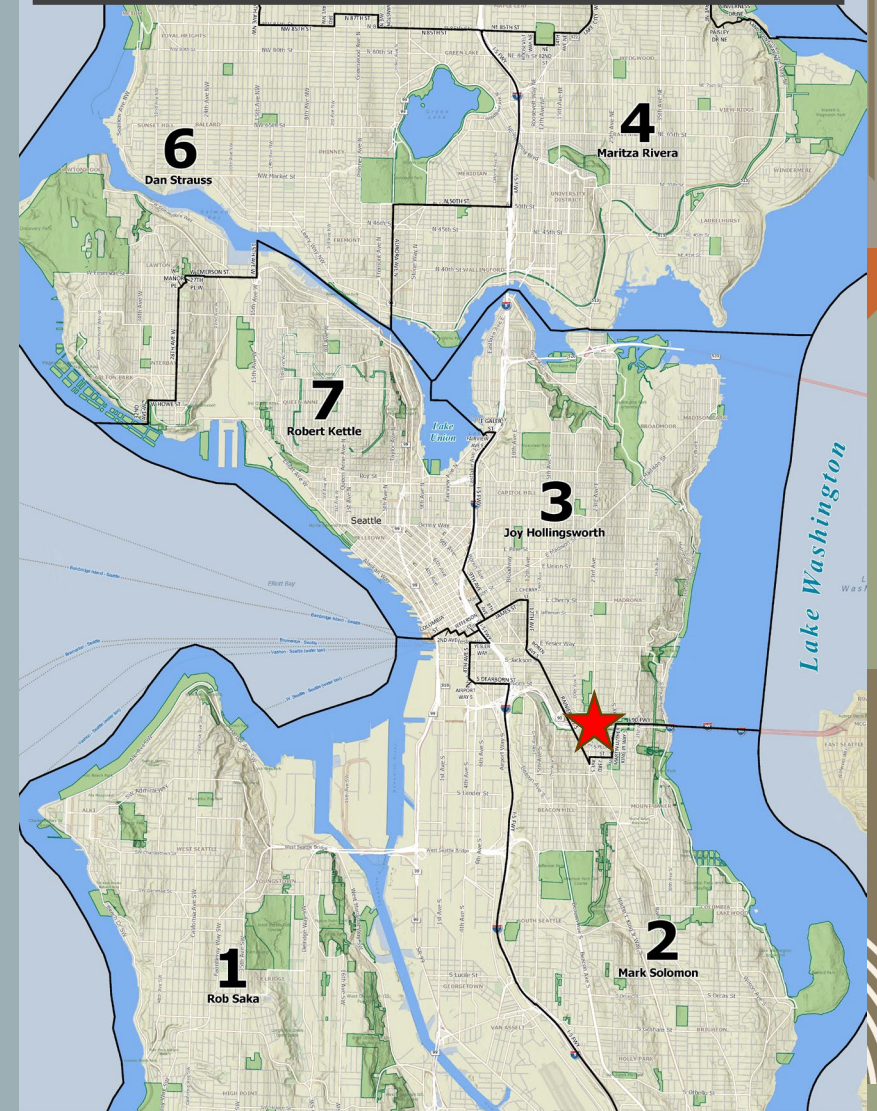
- Location
- Massing Model – Master Plan
- Alley Position and Previous Condition
- Public Benefit Summary
- Affordable Housing
- Plaza Design
- Plaza Event Layout
- Public Art by Gabrielle Tesfaye
- Finished Plaza
- Completed Project
- Thank you





2201 S GRAND ST, SEATTLE, WA

# SEATTLE CITY COUNCIL DISTRICT 3

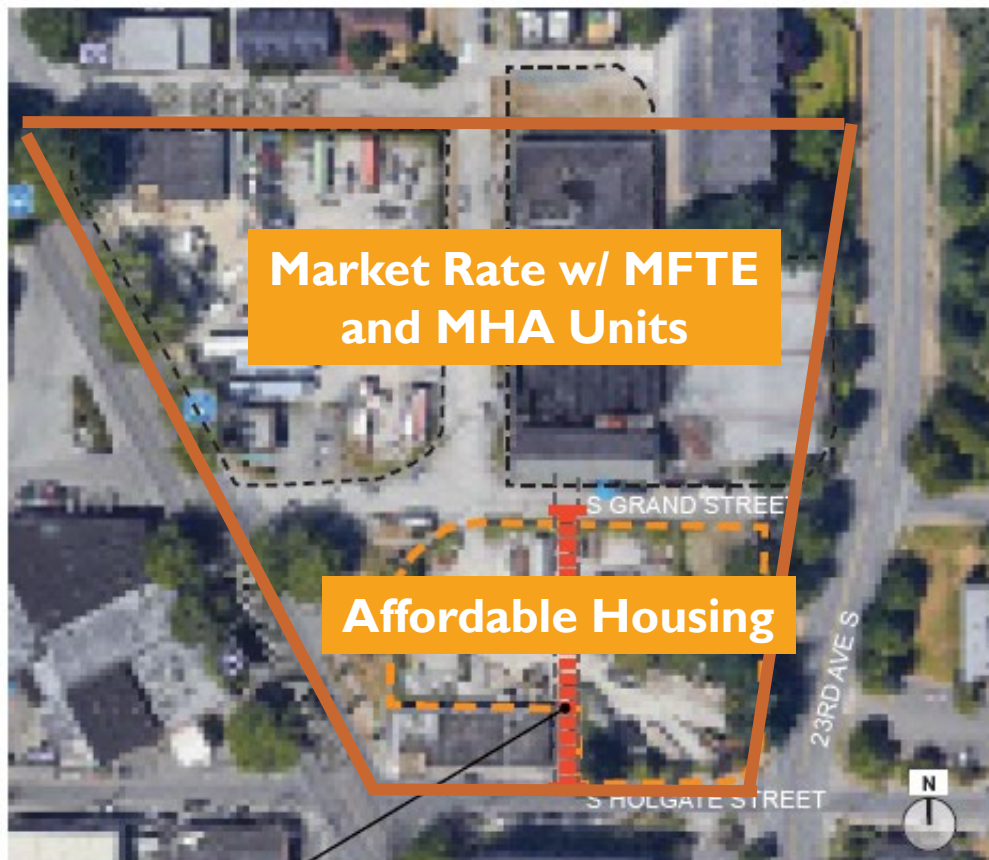




# MASSING MODEL – MASTER PLAN



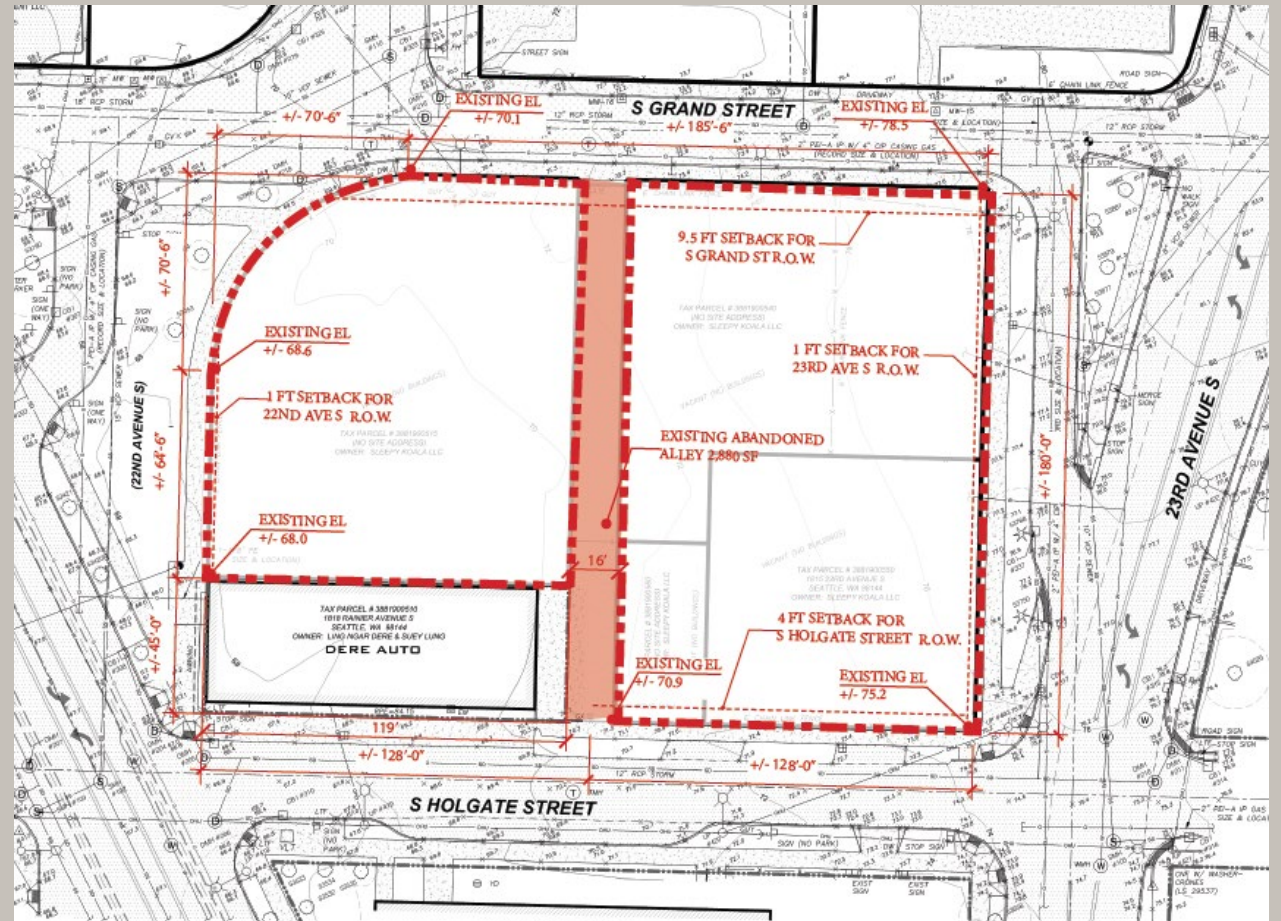




ALLEY



## ALLEY LOCATION AND PREVIOUS CONDITION





## PUBLIC BENEFIT SUMMARY

	Approx Cost	Community Benefit
Right-of-Way and Pedestrian Space Improvements	\$ 1,300,000	<ul style="list-style-type: none"> <li>• Reduced vehicle space and doubled pedestrian area to create a large public plaza.</li> <li>• Extended improvements east to 23rd Ave S per Seattle Design Commission request.</li> <li>• Added 12,124 SF of enhancements, totaling 33,800 SF of improved ROW.</li> <li>• Included nine bike racks, two streetlights, and building setbacks.</li> <li>• Completed pre-construction work such as surveying, clearing, and erosion control.</li> </ul>
Plaza Amenities and Cultural Features	\$ 375,000	<ul style="list-style-type: none"> <li>• Installed a 150 SF water feature and varied seating to activate the plaza.</li> <li>• Added 29 artistic pedestrian-level lights to improve safety and extend usability.</li> <li>• Commissioned artist Gabrielle Tesfaye for five culturally inspired concrete paintings.</li> <li>• Hired a local art consultant to manage cultural and artistic integration.</li> <li>• Designed sculptural overhead elements to enhance the space during the day.</li> </ul>
Cultural Space Agency Partnership	\$ 250,000	<ul style="list-style-type: none"> <li>• Dedicated 1,500 SF of commercial space to CSA at cost, saving them \$250,000.</li> <li>• Executed a long-term contract with CSA for year-round plaza programming.</li> <li>• Supported community-focused events and cultural opportunities.</li> <li>• Ensured the space remains active and inclusive for the life of the building.</li> </ul>
Plaza, Woonerf, and Landscaping Enhancements	\$ 175,000	<ul style="list-style-type: none"> <li>• Created 11,601 SF of new plaza and 10,075 SF of woonerf.</li> <li>• Added 9,100 SF of extended plaza with special paving.</li> <li>• Planted 14 new trees and 412 groundcover plants.</li> <li>• Designed the space to be flexible, accessible, and community-oriented.</li> <li>• Enhanced the pedestrian experience through natural and thoughtful design.</li> </ul>
	<b>\$ 2,100,000</b>	

# AFFORDABLE HOUSING



Grand Street Commons has transformed 3 brownfield sites into a true mixed-use, mixed-income transit-oriented neighborhood center with nearly 50% affordable units, including more than 40 3-bedroom apartment homes. The alley vacation secured by Mt. Baker Housing has allowed over 200 affordable homes to be built.

	# of Residential Units	# of Affordable Units
West Building	282	78 (28%)
East Building	287	80 (28%)
South Building	206	206 (100%)
<b>Total</b>	<b>775</b>	<b>364</b>



# PLAZA DESIGN



# PLAZA EVENT LAYOUT



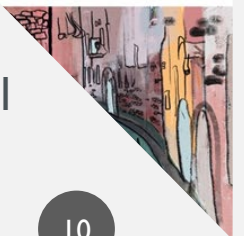


## PUBLIC ART BY GABRIELLE TESFAYE

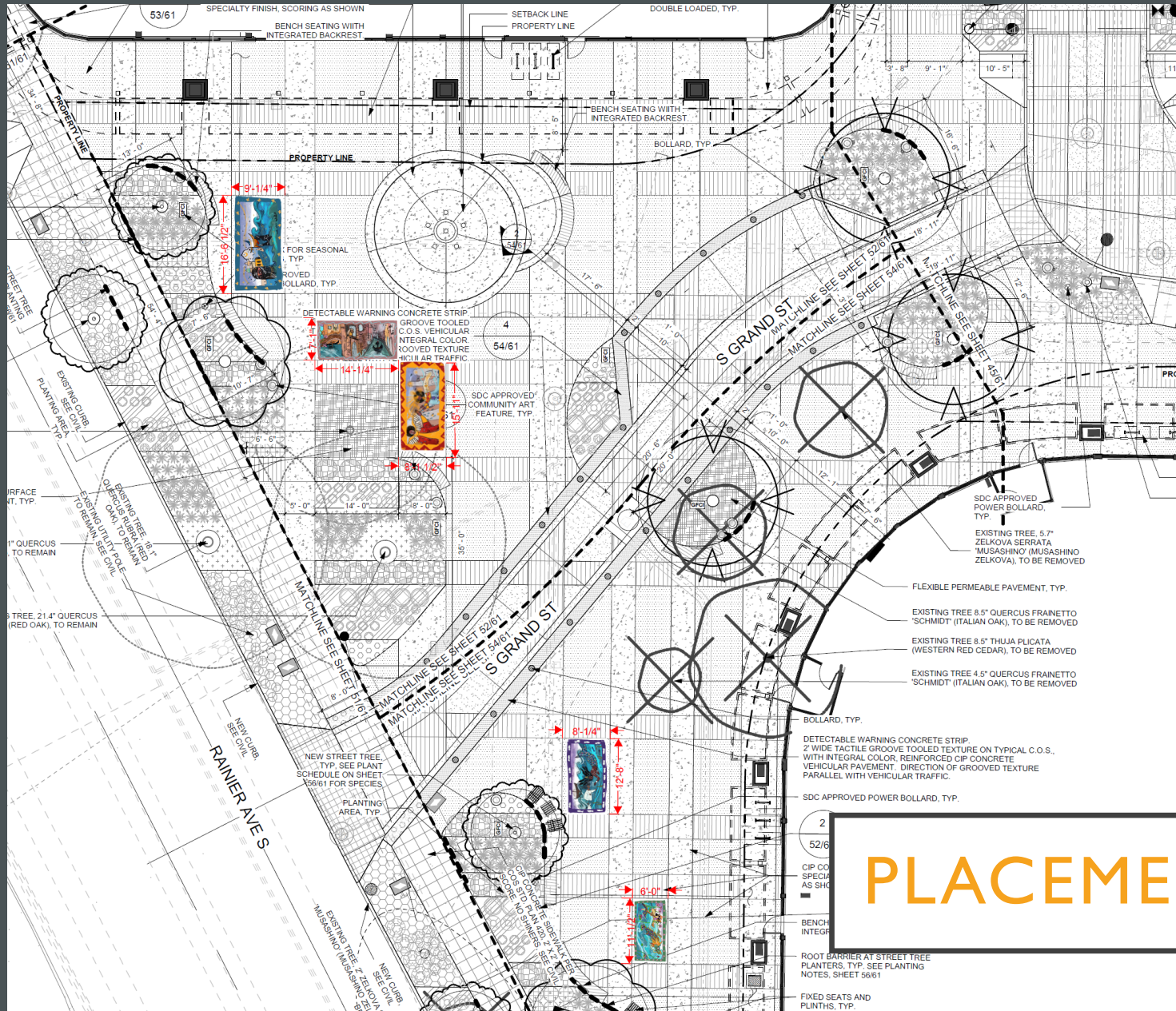


Gabrielle Tesfaye is an interdisciplinary artist whose work spans painting, animation, film, puppetry, and interactive installations, deeply rooted in the African diaspora and her Jamaican and Tigrayan heritage. She creates cultural narrative films and founded the Tigray Art Collective to respond to the Tigray genocide through art. Tesfaye studied film and fine arts in New York and Thailand, earning her BFA from the University of Wisconsin-Milwaukee, and is currently pursuing a master's degree at VCU Arts in Doha, Qatar. Her internationally exhibited work has been featured in *Vogue* and *AFROPUNK*, and her award-winning film *The Water Will Carry Us Home* has been recognized at major festivals like Black Star and Reel Sisters of the Diaspora.

Water holds profound cultural significance across global communities, symbolizing spirituality, ancestry, and migration. For African Americans and West Indians, it evokes both the trauma of the transatlantic slave trade and a spiritual link to ancestors. Cultures such as Vietnamese, Somali, Ethiopian, and Italian honor water through mythology, rituals, and sacred traditions. In Seattle's Rainier Valley, diverse communities share a common narrative of crossing water to find a new home. A proposed public art project featuring mosaic and tile designs will visually express each culture's relationship with water, celebrating heritage and memory through a shared yet distinct visual language.







## PLACEMENT OF ART IN PLAZA



# FINISHED PLAZA





# COMPLETED PROJECT



**Street & Utility Work:** Final SIP plans were approved in September 2023; construction began in October 2023 and was completed in November 2024. Utility rerouting was completed in September 2022.

**Permitting & Compliance:** MUP and building permits were approved in early 2022. All SEPA and regulatory requirements were met.

**Public Benefit Coordination:** Lake Union Partners and Mt. Baker Housing coordinated successfully throughout the project. The UMP, Art Plan, and all vacation conditions were fulfilled.

**Cultural Expression & Public Art:** An Art Committee selected artists, finalized designs, and completed installation of permanent public art elements (benches, tile, lighting, signage) by October 2024.

**Public Access & Free Speech:** Signage identifying public access and free speech rights was approved by SDOT and installed at plaza entries.

**Maintenance & Legal Agreements:** The Property Use and Development Agreement (PUDA) was recorded in June 2025, securing long-term public access and maintenance obligations.

**Final Reviews & Approvals:** All public benefit elements, signage, and design packages were reviewed and approved by SDOT and SDC, including permit revisions and cultural space agreements.



# THANK YOU

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