

**CITY OF SEATTLE**  
**ORDINANCE** 126400  
COUNCIL BILL 120151

AN ORDINANCE relating to the Department of Finance and Administrative Services; authorizing the Director of the Department of Finance and Administrative Services or the Director’s designee to negotiate and execute a real property lease with the Central Puget Sound Regional Transit Authority for vacant land at 1000 NE 45th Street, Seattle, WA; and ratifying and confirming certain prior acts.

WHEREAS, The City of Seattle (“City”) desires to lease vacant land from the Central Puget Sound Regional Transit Authority (“Sound Transit”) on the site known as 1000 NE 45th Street, Seattle, WA located in the University District Neighborhood for creating and subsequently operating a transitional encampment as envisioned in Ordinance 126042, to include placing 38 tiny house structures, support facilities and common areas for approximately 65 residents and their pets, where applicable; and

WHEREAS, the Human Services Department (HSD) would provide operational support of the transitional encampment through a service contract with a non-profit human services provider; and

WHEREAS, the City and Sound Transit have agreed to a real property lease for a total leased area of approximately 18,034 square feet for a term of one year with an annual extension option, with the lease and all extensions extending no later than May 31, 2024; and

WHEREAS, in lieu of monetary rent, the parties agree that Sound Transit is providing this real property lease for public benefit and in exchange for the City paying all taxes, utilities, and maintenance costs for the premises, except for costs associated with specific existing Sound Transit appurtenances on site; and

1 WHEREAS, the authority of the Director of the Department of Finance and Administrative  
2 Services (FAS) under Seattle Municipal Code Section 3.127.020 is limited to negotiating  
3 and executing leases for and on behalf of the City that do not exceed five years and that  
4 do not encompass more than 18,000 square feet; NOW, THEREFORE,

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

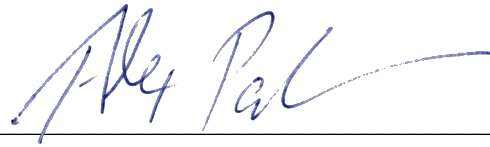
6 Section 1. The Director of the Department of Finance and Administrative Services  
7 (“Director”) or the Director’s designee is authorized to negotiate and execute, for and on behalf  
8 of The City of Seattle, a new real property lease with the Central Puget Sound Regional Transit  
9 Authority (“Sound Transit”), substantially in the form of Attachment 1 to this ordinance and  
10 identified as “FAS Sound Transit Lease Agreement,” providing for the City’s temporary use and  
11 occupancy of Sound Transit’s real property located at 1000 NE 45th Street in Seattle.

12 Section 2. The lease expenses contemplated by the terms of any lease agreement or  
13 amendment authorized in Section 1 of this ordinance shall be charged to the appropriate  
14 expenditure allowance in the budget of the FAS and shall be reimbursed to FAS by HSD.

15 Section 3. Any act consistent with the authority of this ordinance taken after its passage  
16 and prior to its effective date is ratified and confirmed.

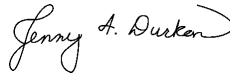
1 Section 4. This ordinance shall take effect and be in force 30 days after its approval by  
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 9th day of August, 2021,  
5 and signed by me in open session in authentication of its passage this 9th day of  
6 August, 2021.

7 

8 President Pro Tem of the City Council

9  Approved  returned unsigned  vetoed this 9th day of August, 2021.

10 

11 Jenny A. Durkan, Mayor

12 Filed by me this 9th day of August, 2021.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)

16 Attachments:

17 Attachment 1 - Lease Agreement between Sound Transit and City of Seattle

## LEASE AGREEMENT

Between

SOUND TRANSIT

and

CITY OF SEATTLE

THIS LEASE AGREEMENT (the “Lease”) is made by and between the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a state of Washington regional transit authority (“Sound Transit”), as lessor, and the CITY OF SEATTLE, a state of Washington municipal corporation (the “City”), as lessee.

For and in consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree as follows:

### SECTION 1: LEASED PREMISES

1.1. Premises. Sound Transit hereby leases to the City, and the City hereby leases from Sound Transit, the following described premises located on Sound Transit property at 1000 NE 45<sup>th</sup> Street, Seattle, WA, a legal description for which is attached hereto as Exhibit A (the “Premises”). The City is leasing the entire Premises, of which approximately 17,752 square feet is buildable vacant land.

1.2. Acceptance of the Premises. The City has examined the Premises and accepts the Premises in its present condition, AS IS, with all faults.

1.3. Quiet Enjoyment. So long as the City is not in default under this Lease and subject to the specific provisions, covenants and agreements contained in this Lease, Sound Transit covenants and agrees that the quiet and peaceful possession and enjoyment of the Premises by the City shall not be disturbed or interfered with by Sound Transit or by any other party claiming rights by or through Sound Transit.

1.4. No Landlord-Tenant Relationship. The City acknowledges and agrees that this Lease does create a landlord-tenant relationship subject to Chapter 59.18 RCW and that Sound Transit is not or will not be the owner, lessor, or sublessor of any of the tiny houses placed on the Premises by the City, and Sound Transit is not or will not be the representative of the owner, lessor, or sublessor of the tiny houses placed on the Premises by the City.

### SECTION 2: TERM

2.1. Lease Term. This Lease shall be for a term of one year (“Lease Term”) beginning on the date last signed below (“Commencement Date”), which date shall be no earlier than the date the City completes its review under the State Environmental Policy Act (“SEPA”) for the use described in Section 4.1 below. The City shall have the right to terminate the Lease (“Termination Option”) at any time upon providing not less than thirty (30) days prior written notice to Sound Transit.

2.2. Option to Extend. If the City is in compliance with the terms and conditions of this Lease, Sound Transit may elect to allow the City the option to extend the Lease Term for two (2) additional one (1) year terms or another term as mutually agreed. The City acknowledges that Sound Transit does not intend to extend the Lease beyond May 31, 2024. In the event the City wishes to exercise an option to extend the Lease Term, the City shall provide

Sound Transit with written notice of the City's intent to exercise its option no more than ninety (90) days and no less than sixty (60) days prior to the expiration of the Lease Term. Sound Transit shall respond within thirty (30) days of its decision to allow or disallow the City to exercise the option to extend for an additional term.

2.3. Possession. If Sound Transit shall be unable for any reason to deliver possession of the Premises, or any portion thereof, at the time of the commencement of the term of this Lease, Sound Transit shall not be liable for any damage caused thereby to the City, nor shall the term specified herein be in any way extended. If Sound Transit shall be unable to deliver possession of the Premises at the commencement of the term of this Lease, the City shall have the option to terminate this Lease by at least thirty (30) days' written notice, unless Sound Transit shall deliver possession of the Premises prior to the effective date of termination specified in such notice. If the City shall, with Sound Transit's consent, take possession of all or any part of the Premises prior to the commencement of the term of this Lease, all of the terms and conditions of this Lease shall immediately become applicable.

### SECTION 3: RENT

3.1. Rent. In lieu of monetary rent, the parties agree that Sound Transit is providing this Lease for public benefit and in exchange for the City paying all taxes, utilities, and maintenance costs for the Premises (except such costs as specifically pertain to Sound Transit's limited use of portions of the Premises for monitoring well testing described in Section 4.7 below).

### SECTION 4: USE OF PREMISES

4.1. Use of Premises. The City shall use the Premises only for the placement and subsequent operation of approximately 36 tiny structure houses ("tiny houses"), case management and staff offices, and common kitchen and hygiene facilities to provide residential housing and services to up to 65 unhoused residents and their pets, where applicable. No tents shall be allowed on the Premises.

4.1.1. State Environmental Policy Act ("SEPA"). The City shall be the lead agency for purposes of compliance with SEPA. The City shall comply with all applicable rules and regulations, including SEPA. The City shall provide copies of all such documents to Sound Transit, if requested.

4.1.2. Approved Site Plan. The City shall construct the tiny houses and common facilities as shown on Exhibit B (the "Approved Site Plan"), attached hereto and incorporated herein by this reference. If the City makes any changes to the Approved Site Plan that would materially affect the City's use of the Premises or Sound Transit's access to the Monitoring Wells (as described below), the City shall submit a revised Site Plan depicting such changes to Sound Transit's Property Management Department at 206.398.5152 or [propertymanagement@soundtransit.org](mailto:propertymanagement@soundtransit.org) for review and prior written approval, not to be unreasonably withheld. Sound Transit will have ten (10) business days to review the revised Site Plan and provide a written response

4.2. Standards Regarding Use. The City shall occupy and use the Premises only for the purposes set forth in Section 4.1 during the entire term of this Lease.

4.2.1. The City shall not use or occupy or permit the Premises or any part thereof to be used or occupied, in whole or in part, in a manner which would in Sound Transit's reasonable determination: (i) violate any present or future Legal Requirements, (ii) violate any of the covenants, agreements, provisions and conditions of this Lease, or (iii) constitute a public or private nuisance. For purposes of this Lease, the term "Legal Requirements" shall mean and refer to all applicable laws, statutes and ordinances including building codes and zoning regulations and ordinances and the orders, rules, regulations and requirements of all federal, state, county, city or other local jurisdiction departments, agencies, bureaus, offices and other subdivisions thereof, or any official thereof, or of any other governmental, public or quasi-public authority, which may be applicable to or have jurisdiction over the Premises, or the

sidewalks or streets adjacent thereto and all applicable requirements, obligations and conditions of all instruments of record at any time during the term of this Lease.

4.2.2. Parking of vehicles is not permitted on the Premises except as shown on the approved Site Plan. Notwithstanding the foregoing, the City may designate and use a portion of the Premises along adjacent streets as a drop-off zone for delivery of donations and trash pick-up. No parking is permitted in the alley.

4.2.3. A trash dumpster or dumpsters serving the Premises shall be accessible for trash removal from adjoining streets.

4.2.4. Portable toilets are permitted on the Premises. The City may build shower facilities as needed on the Premises.

4.2.5. No digging, grading or modification into the soil on the Premises is permitted without prior written approval by Sound Transit. If any soil is removed after receiving approval from Sound Transit, the City shall be solely responsible for the disposal, costs, and legal requirements for handling contaminated soil.

4.3. Continuing Compliance. Throughout the term of this Lease, The City shall, at its own cost and expense, promptly and diligently observe and comply with: (i) all Legal Requirements; and (ii) all permits, licenses, franchises and other authorizations required for the City's use of the Premises or any part thereof.

4.4. No Liens. The City will not directly or indirectly create or permit to be created and/or to remain, a Lien upon the Premises arising from the City's actions or inactions. In the event any such Lien(s) have been created by or permitted by the City in violation of this provision, the City shall immediately discharge as of record, by bond or as otherwise allowed by law, any such Lien(s). The City shall also defend (with counsel approved by Sound Transit, if outside counsel is used, such approval not to be unreasonably withheld), fully indemnify, and hold entirely free and harmless Sound Transit from any action, suit or proceeding brought on or for the enforcement of such Lien(s). As used in this Section, "Lien" shall mean and refer to any mortgage, lien, security interest, encumbrance, charge on, pledge of, conditional sale or other encumbrance on the Premises.

4.5. Signs. No signs, symbols, canopies or other advertising matter shall be attached to or painted on or within the Premises.

4.6. Site Information and Safety Procedures. Upon request from Sound Transit, the City shall provide contact information for site personnel (including emergency contact information), the resident code of conduct, and any other information Sound Transit may reasonably request related to safety and security protocols at the Premises. Sound Transit reserves the right, but not the obligation, to review and comment on such protocols, and the City agrees to consider such comments in good faith and meet with Sound Transit to discuss and resolve any comments or concerns by Sound Transit. Notwithstanding that Sound Transit may review and provide comments on safety and security protocols at the Premises, the City (and not Sound Transit) shall remain responsible for the management and operation of the Premises.

4.7. Sound Transit Monitoring Wells. The City acknowledges that Sound Transit requires periodic access to the groundwater monitoring wells on the Premises in the locations shown on Exhibit B (the "Monitoring Wells"). A representative of Sound Transit may enter the Premises to for the sole purpose of conducting groundwater sampling (such sampling to occur approximately quarterly on a schedule to be determined by Sound Transit). Sound Transit shall provide the City at least twenty four hours prior written notice (email notice is allowed) prior to entering the Premises to conduct sampling. The City shall ensure unimpeded access to the monitoring wells, including an area around each well that is: (a) 75 square feet in size, (b) a minimum of 6 feet wide at each well, (c) where each well is at least 3 feet from any structure or fence, and (d) where no materials will be stored. The City shall allow Sound Transit (and its environmental consultants) to park onsite and allow reasonable access between the vehicle and the Monitoring Wells during the above described groundwater sampling. The City shall identify a secure area in which Sound Transit (and its environmental consultants) may store up

to three 55-gallon drums of water for up to 2 weeks following each monitoring event, after which the drums will be removed by Sound Transit or its representatives for proper disposal. After each visit to conduct groundwater sampling activities, Sound Transit shall restore the Premises to the condition it was in prior to such visit, reasonable wear and tear excepted. Sound Transit will be responsible for any costs related to its inspection, sampling, and maintenance of the Monitoring Wells.

## SECTION 5: UTILITIES

5.1. Utilities. The City will provide all needed utilities to the Premises attributable to the City's use of the Premises, including electricity, water, sewerage and drainage (which includes removal and disposal of sewerage, stormwater, and surface water), recycling, and garbage disposal, specifically including reasonable costs and charges associated with the management of such utility services. Sound Transit shall have no responsibility whatsoever for utilities furnished to the Premises. The City shall be liable for and shall pay to each applicable utility or service provider throughout the term of this Lease for all charges related to utility services furnished or attributable to the City's use of the Premises, including but not limited to, stormwater charges and fees. The City shall be responsible for any damage to any utility caused by the City or its representatives in violation of applicable codes or statutes.

5.2. City to Provide As-Built Drawings. Any changes or modifications to the existing utilities must be documented in an engineering plan. Plans not readable as reasonably determined by Sound Transit shall be rejected. The as-built documents shall meet the following criteria:

1. All as-built drawings related to the Premises, to include a minimum:
  - a. Cover Sheet
  - b. Plans, profiles, and details
  - c. Abbreviations and symbols sheet
  - d. Horizontal and vertical control notes and plans
    - i. Including Northing and Easting calls on each drawing sheet. Indicate Northing and Easting calls for all angle points, 3 points on any curve and a minimum of two calls on a sheet with a straight line.
  - e. Combined conversion factors to convert as-built data to Washington State Plan Coordinate system (US. Foot Coordinates).
2. Submit as-built drawings as full-size, single sheet PDF's, at 300dpi min. and in the current version Auto CAD format. Include all related files needed to reproduce the drawings from CAD.

## SECTION 6: IMPROVEMENTS

6.1. Improvements Prohibited. Except as provided herein, the City shall make no improvements to the Premises without Sound Transit's prior approval, which approval shall not be unreasonably withheld.

## SECTION 7: MAINTENANCE

### 7.1. Maintenance by the City.

7.1.1. The City shall keep the Premises neat, clean, and in sanitary condition, free from infestation of pests and conditions which might result in harborage for, or infestation of pests. As used in this Section, the word "pests," shall include without limitation, rodents, insects, and birds in numbers to the extent that a nuisance is created. The City shall also specifically remove all snow and ice from the walkways and sidewalks adjoining the Premises.

7.1.2. The City shall keep the onsite stormwater and surface water drainage systems free of any substances that could contaminate stormwater. The stormwater drainage system includes catch basins, manholes, trenches, drain lines, and other related infrastructures that convey stormwater directly to other stormwater systems or to surface waters.

7.2. No Maintenance by Sound Transit. Sound Transit has no maintenance responsibility for the Premises except as described in Section 4.7 (Sound Transit monitoring wells) above.

#### SECTION 8: TAXES

8.1. Payment of Taxes. The City shall be liable for, and shall pay throughout the term of this Lease, all license fees and all taxes payable for, or on account of, the activities conducted on the Premises, and all taxes on the property of the City on the Premises and any taxes on the Premises, if any. All tax amounts for which Sound Transit is or will be entitled to reimbursement from the City shall be payable by the City to Sound Transit at least fifteen (15) days prior to the due dates of the respective tax amounts involved; provided, that the City shall be entitled to a minimum of ten (10) days' written notice of the amounts payable by it.

8.2. Personal Property Taxes. The City shall pay or cause to be paid, prior to delinquency, any and all taxes and assessments levied upon all personal property placed or installed in and upon the Premises by the City. If any such taxes on the City's personal property are levied against Sound Transit or Sound Transit's property, and if Sound Transit pays the taxes based upon such increased assessment, the City shall, upon demand, repay to Sound Transit the taxes so levied.



## SECTION 9: INSURANCE AND INDEMNITY

### 9.1. Indemnity.

Sound Transit, its officers, employees, consultants and agents shall not be liable for any injury (including death) to any persons or for damage to any property regardless of how such injury or damage be caused, sustained, or alleged to have been sustained by the City or by others, including but not limited to all persons directly or indirectly employed by the City, or any agents, contractors, subcontractors, licensees or invitees of the City, or as a result of any condition (including existing or future defects in the Premises) or occurrence whatsoever related in any way to the City's use or occupancy of the Premises and of areas adjacent thereto.

Except as provided in Section 16, the City shall defend (with counsel approved by Sound Transit, if outside counsel is used, such approval not to be unreasonably withheld), fully indemnify, and hold harmless Sound Transit and its officers, agents, consultants, and employees from any and all loss, damages, expenses, attorneys' fees, court costs and other costs for or from: (a) anything arising out of the occupancy by the City or any agent, employee, contractor, licensee, or invitee of the City; and (b) any accident, injury, death or damage to any party however caused in or about the Premises or upon the sidewalk adjacent to the Premises; whether or not caused by the negligence of the City or any third party; and (c) any fault or negligence by the City or any agent, employee, contractor, licensee, or invitee of the City or of any officer, agent, employee, guest, or invitee of any such person; and (d) any failure on the City's part to comply with any of the covenants, terms and conditions contained in this Lease; provided, however, nothing herein shall require the City to indemnify Sound Transit from any accident, injury, death, or damage arising out of the sole negligence of Sound Transit or its officers, agents, consultants, or employees.

Notwithstanding anything to the contrary in this Section 9.1, in the event of the concurrent negligence of the City, any of its officers, employees, agents, contractors or licensees on the one hand and the negligence of Sound Transit, its officers, employees, agents, or contractors on the other hand, which concurrent negligence results in injury or damage to persons or property of any nature and howsoever caused, and relates to the construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of the Premises such that RCW 4.24.115 is applicable, the City's obligation to indemnify Sound Transit as set forth in this Section shall be limited to the extent of the City's negligence and that of any of the City's officers, agents, employees, contractors or licensees, including the City's proportional share of costs, court costs, attorneys' fees, consultants' fees and expenses incurred in connection with any claim, action, or proceeding brought with respect to such injury or damage.

THE CITY AGREES THAT THE FOREGOING INDEMNITY SPECIFICALLY COVERS ACTIONS BROUGHT BY ITS OWN EMPLOYEES, AND THUS THE CITY EXPRESSLY WAIVES ITS IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51, AS NECESSARY TO EFFECTUATE THIS INDEMNITY. THE CITY AND SOUND TRANSIT AGREE THAT THIS PROVISION IS THE PRODUCT OF MUTUAL NEGOTIATION.

The City's obligations under this Section shall survive the expiration or earlier termination of this Lease.

### 9.2. Insurance.

9.2.1. The City of Seattle maintains a fully funded self-insurance program (see Exhibit C: City of Seattle Self-Insurance Documentation), approved by the State of Washington, for the protection and handling of the City's liabilities including injuries to persons and damage to property. Sound Transit acknowledges, agrees and understands that the City is self-funded for all of its liability exposures. The City agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Lease. The City agrees to provide Sound Transit with at least 30 days prior written notice of any material change in the City's self-funded program and will provide Sound Transit with a letter of self-insurance as adequate proof of coverage. Sound Transit further acknowledges, agrees and understands that the City does not purchase Commercial General Liability insurance

and is a self-insured governmental entity; therefore, the City does not have the ability to add Sound Transit as an additional insured. Should the City elect to cease self-insuring its liability exposures and purchase Commercial General Liability insurance, the City agrees to add Sound Transit as an additional insured.

## SECTION 10: ASSIGNMENT AND SUBLEASE

10.1. Prohibition. The City shall not, in whole or in part, assign, sublet, or license all or any part of the Premises. The prohibition against assigning, subleasing or licensing contained in this Section 10 shall be construed to include a prohibition against any assignment, subleasing or licensing by operation of law. Both Parties agree in advance that the City shall permit Low Income Housing Institute (“LIHI”) or a service provider with equivalent knowledge, skills, and abilities selected in the City’s sole discretion to operate and maintain the facilities as described in Section 4.1; the City shall share with Sound Transit the signed agreement between the City of Seattle and City’s selected service provider (the “Service Agreement”) upon Sound Transit’s request. The City shall require LIHI or any equivalent service provider to add Sound Transit as an additional insured under the Service Agreement. Notwithstanding the foregoing, the City acknowledges and agrees that the agreement with LIHI or an equivalent service provider does not constitute a subtenant or assignee relationship under the Lease and, as between Sound Transit and the City, the City shall remain the sole responsible party as tenant under the Lease. The City shall be responsible for ensuring the service provider’s compliance with the terms of this Lease.

## SECTION 11: DEFAULT

11.1. Defaults. Time is of the essence of this Lease. The occurrence of any one or more of the following events constitutes a default of this Lease by the City with or without notice from Sound Transit:

11.1.1. The failure by the City to make any payment required by this Lease, when due.

11.1.2. The failure by the City to observe or perform any covenant, condition, or agreement to be observed or performed by the City in this Lease.

11.1.3. The failure by the City to enforce the terms of the Service Agreement with the service provider, including but not limited to those obligations related to security, resident code of conduct, and other standards appropriate for maintaining the health, welfare, and safety of the residents and invitees to the Sound Transit Property.

### 11.2. Remedies.

11.2.1. Whenever any default continues unremedied in whole or in part for twenty (20) days after written notice is provided by Sound Transit to the City (or for ten (10) days after written notice in the case of default for failure to pay any required payment when due), this Lease and all of the City’s rights under it will automatically terminate if the written notice of default so provides. Upon termination, Sound Transit may reenter the Premises using such force as may be necessary and remove all persons and property from the Premises. Sound Transit will be entitled to recover from the City all unpaid Rent or other payments and damages incurred because of the City’s default (“Termination Damages”) from the date such Termination Damages are incurred by Sound Transit until paid.

11.2.2. If upon any reentry permitted under this Lease, there remains any personal property upon the Premises, Sound Transit, in its sole discretion, may remove and store the personal property for the account and at the expense of the City. In the event Sound Transit chooses to remove and store such property, it shall take reasonable steps to notify the City of Sound Transit’s action. All risks associated with removal and storage shall be the City’s. The City shall reimburse Sound Transit for all expenses incurred in connection with removal and storage as a condition to regaining possession of the personal property. Sound Transit has the

right to sell any property which has been stored for a period of 30 days or more, unless the City has tendered reimbursement to Sound Transit for all expenses incurred in removal and storage. The proceeds of sale will be applied first to the costs of sale (including reasonable attorney's fees), second to the payment of storage charges, and third to the payment of any other amounts which may then be due and owing from the City to Sound Transit. The balance of sale proceeds, if any, will then be paid to the City.

11.2.3. Remedies Cumulative. All rights, options and remedies of Sound Transit contained in this Lease shall be construed and held to be distinct, separate and cumulative, and no one of them shall be exclusive of the other, and Sound Transit shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in this Lease.

## SECTION 12: TERMINATION OTHER THAN FOR DEFAULT

### 12.1. Condemnation.

12.1.1. Total Taking. In the case of a taking by eminent domain of either all of the Premises or such portion of the Premises which shall, in Sound Transit's sole judgment, be required for reasonable use of the Premises, this Lease shall terminate as of the date of such taking.

12.1.2. Partial Taking. In the case of a taking of a portion of the Premises which are not, in Sound Transit's sole judgment, required for reasonable use of the Premises, this Lease shall continue in full force and effect.

12.1.3. Damages. Sound Transit reserves all right to the entire damage award or payment for taking by eminent domain, and the City waives all claim whatsoever against Sound Transit and/or the authority exercising eminent domain for damages for termination of its leasehold. Sound Transit and the City further agree that all decisions regarding how the eminent domain proceeding should be handled shall be made in the sole discretion of Sound Transit (specifically including any response to a motion for order adjudicating public use and necessity or any request for immediate possession), and the City shall take no actions or steps which interfere with Sound Transit's ability to control the handling of the eminent domain proceeding. Notwithstanding the foregoing, nothing in this Section shall be considered to be a waiver or assignment by the City of any right to relocation assistance payments or relocation advisory services which may be available in connection with the eminent domain proceeding.

12.1.4. Eminent Domain. The term "eminent domain" as used in this Section 12.1 shall include taking or damaging of property by, through or under any governmental or quasi-governmental authority and the purchase or acquisition in lieu thereof.

12.2. Court Decree. In the event that any court having jurisdiction in the matter shall render a decision which has become final and which will prevent the performance by Sound Transit of any of its obligations under this Lease, then either party hereto may terminate this Lease by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination) shall thereupon terminate. The City is not entitled to any compensation at termination for the bargain value of the leasehold.

## SECTION 13: ACCESS

13.1. Access to Premises. Sound Transit shall have the right to show the Premises at all reasonable times with prior notice to the City to any prospective purchasers, tenants or mortgagees of the same. Sound Transit may enter upon the Premises, or any part thereof, for the purpose of ascertaining the condition of the Premises or whether the City is observing and performing the obligations assumed by it under this Lease, all without hindrance or molestation from the City. The above-mentioned rights of entry shall be exercisable upon request made on reasonable advance notice to the City (except that no notice shall be required in the event of an emergency) or an authorized employee or agent of the City at the Premises, which notice may be given orally.

## SECTION 14: NONWAIVER; RIGHT TO PERFORM

14.1. No Waiver of Breach. The failure of Sound Transit to insist in any one or more instances, upon a strict performance of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of or relinquishment for the future of the performance of such covenant, or the right to exercise such option, but the same shall continue and remain in full force and effect. The receipt by Sound Transit of the Rent or fees, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by Sound Transit of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Sound Transit. The consent or approval of Sound Transit to or of any act by the City requiring Sound Transit's consent or approval shall not be deemed to waive or render unnecessary Sound Transit's consent or approval to or of any subsequent similar acts by the City.

#### SECTION 15: SURRENDER AND HOLDING OVER

15.1. Surrender. At the expiration or sooner termination of this Lease, the City shall promptly: (i) surrender possession of the Premises to Sound Transit in the same condition in which received, reasonable wear and tear excepted, and (ii) deliver to Sound Transit all keys that it may have to the Premises. If the Premises are not surrendered as provided in this Section, the City shall indemnify, defend, and hold Sound Transit harmless against loss or liability resulting from the delay by the City in so surrendering the Premises, including, without limitation, any claims made by any succeeding occupant founded on such delay. The City shall remove from the Premises all City-installed and constructed structures and personal property completed during the term of this Lease, unless directed otherwise by Sound Transit, at surrender and leave the Premises in a neat, clean condition, free of debris.

15.2. Holding Over. If the City, with the consent of Sound Transit, holds over after the expiration or sooner termination of this Lease, the resulting tenancy will, unless otherwise mutually agreed, be for an indefinite period of time on a month-to-month basis, and the parties will continue to be bound by all of the provisions of this Lease.

#### SECTION 16: ENVIRONMENTAL STANDARDS

16.1. Definitions. "Law or Regulation" as used herein shall mean any environmentally related local, state or federal law, regulation, ordinance or order (including without limitation any final order of any court of competent jurisdiction), now or hereafter in effect. "Hazardous Substances" as used herein shall mean any substance or material defined or designated as a hazardous or toxic substance, hazardous or dangerous waste, or other pollutant or contaminant, by any Law or Regulation.

16.2. Hazardous Substances. The City shall not allow the presence or release on or about the Premises of any Hazardous Substance in any manner that could be a detriment to the Premises, the surrounding property, or in violation of any Law or Regulation. The City shall not allow the release of any Hazardous Substances to migrate off the Premises, or the release of any Hazardous Substances into adjacent surface waters, soils, underground waters or air. The City shall provide Sound Transit with the City's USEPA Waste Generator Number, if any, and with copies of all Material Safety Data Sheets (MSDS), Generator Annual Dangerous Waste Reports, environmentally related regulatory permits or approvals (including revisions or renewals) and any correspondence the City receives from, or provides to, any governmental unit or agency in connection with the City's handling of Hazardous Substances on the Premises or the presence of any Hazardous Substance on the Premises.

16.3. Violation of Environmental Law. If the City is in violation of any Law or Regulation concerning the presence, use, handling, release, threat of release or storing of Hazardous Substances or any other Environmental Law (whether or not pertaining to Hazardous Substances on the Premises, the City shall promptly take such action as is necessary to mitigate and correct the violation. If the City does not act in a prudent and prompt manner, Sound Transit reserves the right, but not the obligation, to come onto the Premises and to take such action as Sound Transit reasonably deems necessary to ensure compliance or to mitigate the violation. Sound Transit shall provide 24 hours' notice to the City before coming onto the Premises, except in an emergency. All costs and expenses reasonably incurred by Sound Transit in connection with any such action shall become immediately due and payable by the City upon presentation of an invoice therefore.

16.4. Inspection; Test Results. Sound Transit shall have access to the Premises to adequately conduct environmental inspections. The City shall promptly inform Sound Transit of the existence of any environmental study, evaluation, investigation or results of any environmental testing conducted on the Premises by the City whenever the same becomes known to the City, and the City shall provide copies of any related testing results or reports to Sound Transit.

16.5. Removal of Hazardous Substances. Prior to vacation of the Premises, in addition to all other requirements under this Lease, the City shall remove any Hazardous Substances placed or allowed on the Premises by the City or its representatives during the term of this Lease and shall demonstrate such removal to Sound Transit's satisfaction.

16.6. Remedies Not Exclusive. No remedy provided herein shall be deemed exclusive. In addition to any remedy provided above, Sound Transit shall be entitled to full reimbursement from the City whenever Sound Transit incurs any costs resulting solely from the City's use or management of Hazardous Substances on the Premises, including but not limited to, costs of clean-up or other remedial activities, fines or penalties assessed directly against Sound Transit, injuries to third persons or other properties.

16.7. Environmental Indemnity. In addition to all other indemnities provided in this Lease, the City agrees to defend, indemnify and hold Sound Transit free and harmless from any and all claims, causes of action, notices of intent to sue, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including attorneys' fees, costs and all other reasonable litigation expenses) (collectively, "Environmental Claims"), arising from the existence or discovery of any Hazardous Substance on the Premises caused by the City's use of the Premises, or the migration of such Hazardous Substance caused by the City's use of Premises from the Premises to other properties or into the surrounding environment, whether (i) made, commenced or incurred during the term of this Lease, or (ii) made, commenced or incurred after the expiration or termination of this Lease if arising out of events occurring during the term of this Lease.

16.8. Stormwater Management. The City acknowledges that the Premises are subject to the requirements of the City of Seattle ordinance regarding stormwater drainage, source control and Citywide Best Management Practices, and other applicable City requirements, as well as the Clean Water Act and Washington State Department of Ecology ("Ecology") stormwater regulations and permits. The City will comply with all applicable City, state, and federal stormwater regulatory requirements, including the preparation of and compliance with state Ecology's Phase I Municipal Permit or the Industrial General Stormwater Permit, if applicable. It shall be the City's sole responsibility to determine which requirements and permit(s) are applicable. If any regulatory authority (including but not limited to Ecology) cites Sound Transit or alleges Sound Transit has violated a requirement, ordinance, permit, or regulation that the City is responsible for hereunder, and such violation is due to the City's action or inaction, the City will fully defend and indemnify Sound Transit for any damages, penalties, or other assessments made against Sound Transit for such violations. The City will pay Sound Transit's reasonable attorneys' fees in connection with any such claims, notices, citations, and/or enforcement actions.

16.9. Notwithstanding anything to the contrary in this Section 16 or otherwise in this Agreement, in no event shall the City be required to mitigate, remove, correct, remediate or otherwise take responsibility for or be obligated to indemnify, defend, or hold Sound Transit harmless from any Environmental Claims, causes of action, notices of intent to sue, regulatory demands, liabilities, fines, penalties, losses, cleanup costs, attorneys fees, and expenses, arising out of (i) any Hazardous Substances present on, in, under, about, or migrating from or to the Premises as of the date of this Agreement, or (ii) Hazardous Substances migrating to the Premises after the date of this Agreement unless such Hazardous Substances were released by the City or the City's agents, licensees, or invitees, or (iii) any Hazardous Substances released, present on, in, under, about, or migrating from or to the Premises due to Sound Transit's or its agents, licensees, or invitees' action or inaction.

## SECTION 17: MISCELLANEOUS

17.1. Notice. All notices hereunder shall be in writing and shall be delivered personally, by certified or registered mail, by email or by recognized overnight courier addressed as follows:

*To Sound Transit:*

Sound Transit  
Attention: Property Management Department  
401 S. Jackson Street  
Seattle, Washington 98104  
Telephone: (206) 398-5152  
Email: [propertymanagement@soundtransit.org](mailto:propertymanagement@soundtransit.org)

With a copy to:

Sound Transit  
Attn: Joanna Valeri, Senior Legal Counsel  
401 S. Jackson Street  
Seattle, Washington 98104  
[joanna.valeri@soundtransit.org](mailto:joanna.valeri@soundtransit.org)

*To the City:*

Finance & Administrative Services  
Real Estate Services  
Seattle, WA 98124-4689  
Contact: Karen Gruen, Division Director  
Phone: (206) 503-0544  
Email: [karen.gruen@seattle.gov](mailto:karen.gruen@seattle.gov)

With a copy to:

City of Seattle Attorney's Office  
701 5<sup>th</sup> Avenue  
Suite 2050  
Seattle, WA 98104-7097  
Contact: Jessica Mitchell  
Email: [Jessica.mitchell@seattle.org](mailto:Jessica.mitchell@seattle.org)

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices shall be deemed delivered (i) when personally delivered; (ii) on the third day after mailing when sent by certified or registered mail and the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing; (iii) on the date transmitted by email, if the email is confirmed received; or (iv) on the first business day after deposit with a recognized overnight courier if deposited in time to permit overnight delivery by such courier as determined by its posted cutoff times for receipt of items for overnight delivery to the recipient.

Payments may be made in the manner provided for notice or may be delivered by regular mail (postage prepaid); provided, payments made by regular mail (postage prepaid) shall be deemed delivered when actually received by Sound Transit.

17.2. Consent. Whenever Sound Transit's prior consent or approval is required by this Lease, the same shall not be unreasonably delayed but may, unless otherwise specifically provided by this Lease, be granted or denied in Sound Transit's sole and absolute discretion.

17.3. Relationship to Sound Transit and the City. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture partners, and no provision contained in this Lease nor any acts of the City and Sound Transit shall be deemed to create any relationship other than that of the City and Sound Transit.

17.4. Time. Time is of the essence of each and every one of the City's obligations, responsibilities and covenants under this Lease. Unless specified otherwise herein, reference to "days" shall mean calendar days.

17.5. Recording. The City shall file this Lease with the City Clerk but will not record this Lease or any memorandum thereof.

17.6. Nondiscrimination – Services.

17.6.1. The City agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, sex, age, creed, color or national origin in furnishing, or by refusing to furnish to such person or persons, the use of the facility herein provided, including any and all services, privileges, accommodations, and activities provided thereby.

17.6.2. If the City is in noncompliance with the provisions of this term, Sound Transit shall provide notice and a twenty (20) day opportunity to cure such noncompliance. It is agreed that the City's continued noncompliance with the provisions of this clause shall constitute a material breach of this Lease. In the event of such noncompliance, Sound Transit may take appropriate action to enforce compliance, may terminate this Lease, or may pursue such other remedies as may be provided by law.

17.7. Nondiscrimination – Employment. The City covenants and agrees that in all matters pertaining to the performance of this Lease, the City shall at all times conduct its business in a manner which assures fair, equal and nondiscriminatory treatment of all persons without respect to race, sex, age, color, creed or national origin and, in particular:

17.7.1. The City will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of racial or other minorities, and

17.7.2. The City will comply strictly with all requirements of applicable federal, state and local laws or regulations issued pursuant thereto relating to the establishment of nondiscriminatory requirements in hiring and employment practices and assuring the service of all patrons or customers without discrimination as to any person's race, sex, age, creed, color or national origin.

17.8. Construction of Terms. It is understood and agreed that for convenience the word "City" and verbs and pronouns in the singular number and neuter gender are uniformly used throughout this Lease, regardless of the number, gender or fact of incorporation of the party who is, or of the parties who are, the actual lessee or lessees under this agreement.

17.9. Captions. The captions in this Lease are for convenience only and do not in any way limit or amplify the provisions of this Lease.

17.10. Governing Law; Venue. This Lease shall be construed under the laws of Washington. Exclusive jurisdiction and venue for any action relating hereto shall be in the state or federal courts located in King County, Washington.

17.11. Invalidity of Particular Provisions. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or enforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

17.12. Survival of Indemnities. All indemnities provided in this Lease shall survive the expiration or any earlier termination of this Lease. In any litigation or proceeding within the scope of any indemnity provided in this Lease, the City shall, at Sound Transit's option, defend Sound Transit at the City's expense.

17.13. The indemnities provided by the City in this Lease are valid only to the extent that is permitted by law. It is the intent of the Parties that, to the greatest extent allowed by law,

the City will bear financial responsibility for any and all liability and associated defense costs arising from claims asserted against Sound Transit as a result of activities conducted by the City in connection with its use of the Premises.

17.14. Entire Agreement; Amendments. This Lease, together with any and all exhibits attached hereto, shall constitute the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

17.15. Exhibits. Exhibits A B, and C are attached to this Lease after the signatures and by this reference incorporated herein.

SECTION 18: SIGNATURES

IN WITNESS WHEREOF the parties hereto have signed this Lease as of the later date signed below.

SOUND TRANSIT

CITY OF SEATTLE

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: Calvin Goings or designee

Its: \_\_\_\_\_

Its: Director, City of Seattle Finance & Administrative Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Approved as to Form  
Sound Transit Legal Counsel

\_\_\_\_\_  
Authorized by Seattle City Council  
Ordinance



STATE OF )  
WASHINGTON )  
:  
SS )  
COUNTY OF )  
KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of Sound Transit, a state of Washington public transit agency, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF WASHINGTON )  
 : ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the CITY OF SEATTLE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Print Name: \_\_\_\_\_

EXHIBIT A

– LEGAL DESCRIPTION –

THAT PORTION OF THE SOUTHEAST QUARTER IN SECTION 8, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF NORTHEAST 45TH STREET AS SHOWN ON SHELTON'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE(S) 2, IN KING COUNTY, WASHINGTON, WITH THE EAST LINE OF ROOSEVELT WAY NORTHEAST, FORMERLY 10TH AVENUE NORTHEAST AS CONVEYED TO THE CITY OF SEATTLE BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 684632;

THENCE NORTHERLY ALONG SAID EAST LINE 128 FEET; THENCE EASTERLY PARALLEL WITH SAID NORTH LINE 92 FEET TO THE WEST LINE OF THE ALLEY CONVEYED BY SAID DEED; THENCE SOUTHERLY ALONG SAID WEST LINE 128 FEET TO THE NORTH LINE OF SAID NORTHEAST 45TH STREET; THENCE WESTERLY ALONG SAID NORTH LINE 92 FEET TO THE POINT OF BEGINNING; AND

LOT 1 AND THE SOUTH 50 FEET OF LOT 2, BLOCK 3, SHELTON'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE(S) 2, IN KING COUNTY, WASHINGTON.

# EXHIBIT B

## - APPROVED SITE PLAN -



### VILLAGE INCLUDES

- 36 Tiny Houses
- 2 Case Management Offices
- 1 Check-In Building
- 2 Storage Buildings
- 3 Office Buildings (Inc. 1 Site Manager and 24/7 Staff Office)
- 1 Kitchen Space
- 1 Community Building
- 1 Hygiene Facility (ADA bathroom, Shower, and laundry facility)
- 1 Porta Potty with Hand Wash
- 2 Gathering Space
- 2 Parking Spaces
- 2 Bike Parking Areas
- Trash Enclosure for 3 containers

### SITE DESCRIPTIONS

APN: 7733600155

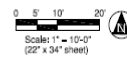
#### PARCEL 1

LEGAL DESCRIPTION: 1000 NE 45<sup>TH</sup> ST THAT POR OF SE 1/4 OF SEC 8-25-4, DAF; BEG @ NAN OF THE NORTH LINE OF NE 45TH ST WITH EAST LINE OF ROOSEVELT WAY NE; TH NORTH ALONG SAID EAST LINE 128 FT; THENCE EAST 90 FT TO WEST LINE OF THE ALLEY; THENCE SOUTH ALONG SAID WEST LINE 128 FT TO NORTH LINE OF NE 45TH ST; TH WEST ALNG SAID NORTH LINE 92 FT TO CB

#### PARCEL 2

LEGAL DESCRIPTION: 1050 NE 45<sup>TH</sup> ST LOT 1 & S 50 FT OF LOT 2, BLOCK 3, SHELTONS ADDN  
NET SITE AREA = 17,752 SF  
(18,034 - 282 for Monitoring Wells)

LEGEND	
	Property Line
	Chain Link Fence with Privacy Slats
	Ramp
	Testing Wells (With Buffers)
	Deciduous Tree In Planter Box
	Existing Deciduous Tree



Environmental Works  
COMMUNITY DESIGN CENTER  
425 1<sup>ST</sup> AVE NE  
Seattle, Washington 98102  
206.462.6000  
2023.05.01

Rose's Village  
1000 NE 45th Street  
Seattle, WA 98105



Draft Site Plan

May 28, 2021

L1.0

Exhibit C:

City of Seattle Self-Insurance Documentation



June 1, 2021

TO WHOM IT MAY CONCERN

RE: City of Seattle Self-Insurance Program

This is to verify the City of Seattle's Liability Insurance Programs for General Liability, Automobile Liability and Worker's Compensation. The City maintains a \$10 million per occurrence primary self-insured layer and purchases several layers of excess liability insurance.

The City of Seattle's primary self-insured retention program is administered in-house and approved by the State of Washington. In the event of an incident that occurred because of the City's negligence or for which the City was found responsible, indemnification would be addressed under this program. Provisions of the Seattle Municipal Code would be followed, with subrogation as may be appropriate.

If the above described self-insurance program is cancelled or materially reduced, the City will provide not less than ten (10) days notice.

Please contact me at 206-386-0071 or [Travis.Steichen@Seattle.gov](mailto:Travis.Steichen@Seattle.gov) if you need additional information.

Sincerely,

*Travis Steichen*

Travis Steichen, ARM  
Senior Risk Manager / City of Seattle