



SEATTLE CITY COUNCIL

Transportation Committee

Agenda

Tuesday, April 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

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Meeting Location:

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

Committee Website:

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

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

Members of the public may register for remote or in-person Public Comment to address the Council. Details on how to provide Public Comment are listed below:

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

Please submit written comments to all Councilmembers four hours prior to the meeting at Council@seattle.gov or at Seattle City Hall, Attn: Council Public Comment, 600 4th Ave., Floor 2, Seattle, WA 98104.

Please Note: Times listed are estimated

A. Call To Order

B. Approval of the Agenda

C. Public Comment

D. Items of Business

1. Automated Traffic Safety Camera Legislation

Supporting Documents:

[Draft Bill](#)

[Summary and Fiscal Note](#)

[Presentation](#)

Briefing and Discussion

Presenters: Venu Nemani, Francisca Stefan, and Bill LaBorde, Seattle Department of Transportation (SDOT); Calvin Chow, Council Central Staff

2. Non-School Zone Automated Traffic Safety Camera Proviso Lift

Supporting Documents:

[Draft Bill](#)

[Presentation](#)

Briefing and Discussion

Presenter: Calvin Chow, Council Central Staff

3. [CB 120945](#) **AN ORDINANCE vacating the alley in Block 52, A. A. Denny's Extension to the Terry's 1st Addition, in the First Hill neighborhood, and accepting a Property Use and Development Agreement and acknowledging the Seattle City Light Easement, on the petition of North Block Spring Street Development LLC (Clerk File 314364).**

Attachments: [Ex 1 - Property Use and Development Agreement](#)
[Ex 2 - Seattle City Light Easement](#)

Supporting Documents:

[Summary and Fiscal Note](#)
[Summary Att A – Block 52 North Block Vacation Area Map](#)
[Central Staff Memo](#)
[Presentation](#)

Briefing, Discussion, and Possible Vote

Presenters: Brad Machat, Pacific Northwest Quarterra; Beverly Barnett, Seattle Department of Transportation (SDOT); Michael Jenkins, Seattle Design Commission; Lish Whitson, Council Central Staff

E. Adjournment



Legislation Text

File #: Inf 2663, **Version:** 1

Automated Traffic Safety Camera Legislation

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

..title

AN ORDINANCE relating to automated traffic safety cameras; establishing additional uses for automated traffic safety cameras to increase safety; authorizing qualified civilian employees to review violations detected by traffic cameras; updating finance and fund policies related to the use of camera revenues; amending Ordinance 124230; amending Sections 5.82.010, 11.31.020, 11.31.090, 11.31.121, and 11.50.570 of the Seattle Municipal Code; and repealing Section 11.50.580 of the Seattle Municipal Code.

..body

WHEREAS, excessive speeding by drivers is a root cause of many crashes, including crashes that result in death or serious injury of vulnerable travelers within City rights-of-way, including pedestrians, bicyclists, people with disabilities, children, and seniors; and

WHEREAS, serious crashes often result in lifelong injuries, chronic pain, permanent disabilities, chronic depression, and shortened lifespans, while serious and fatal crashes impact the victims, their families and other loved ones, their co-workers, and their greater communities; and

WHEREAS, it is often not safe, practical, or desirable to use police officers to enforce traffic laws, including speed limit violations; and

WHEREAS, numerous studies, and Seattle’s own experience, have demonstrated significant reductions in speeds, crashes, and the number of drivers running red lights or violating school zone speed limits at enforcement camera locations; and

WHEREAS, since the start of Seattle’s School Zone Speed Camera program, the City has seen a 71 percent drop in collisions during camera activation areas, a 64 percent drop in the average number of camera violations per day, and 90 percent of people who receive and pay camera citations do not receive another citation; at red light camera locations, crashes of all types have been substantially reduced compared to citywide averages, with five

1 times the decrease in fatal crashes at camera intersections compared with citywide
2 averages; and

3 WHEREAS, since the City Council last amended code provisions related to automated traffic
4 safety cameras in 2023, the State Legislature in 2024 passed Engrossed Substitute House
5 Bill 2384, making comprehensive changes to State laws governing traffic cameras,
6 consolidating authority that had been established for camera programs, authorizing
7 trained police and transportation employees to review violations detected by traffic safety
8 cameras, and repealing authority for designated racing zone cameras (ESHB 2384,
9 enacted as Chapter 307, Laws of 2024); and

10 WHEREAS, given the proven effectiveness of existing camera enforcement programs and the
11 reduction in crashes at existing camera locations, the Seattle Department of
12 Transportation has been working with the Seattle Police Department to expand the
13 deployment of school speed zone cameras and deployment of additional camera types
14 authorized by ESHB 2384 to further reduce serious and fatal crashes around the city;

15 NOW, THEREFORE,

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

17 Section 1. Section 5.82.010 of the Seattle Municipal Code, last amended by Ordinance
18 126893, is amended as follows:

19 **5.82.010 Financial policies**

20 The following financial policies govern revenues generated by automated traffic safety cameras
21 or fines or civil penalties:

22 A. (~~Spending restrictions:~~) Consistent with RCW 46.63.220, the City shall first apply
23 revenue generated by the City's automated traffic safety camera program to the cost to

1 administer, install, operate, expand, remove, relocate, and maintain automated traffic safety
2 cameras authorized under subsection 11.50.570.A.

3 B. Of the net proceeds generated annually by automated traffic safety camera fines and
4 civil penalties that are available to the City after ((required contributions to the Washington State
5 Cooper Jones account pursuant to RCW 46.63.170;)) covering the cost to administer, install,
6 operate, expand, remove, relocate, and maintain automated traffic safety cameras, the following
7 spending restrictions apply:

8 ~~((1. School zone camera revenue: Funding in an amount equal to the revenue~~
9 ~~generated annually by school zone fixed automated camera fines and civil penalties will be spent~~
10 ~~for school traffic and pedestrian safety and directly related infrastructure projects; pedestrian,~~
11 ~~bicyclist, and driver education campaigns; and installation, administrative, enforcement,~~
12 ~~operations, and maintenance costs associated with the school zone fixed automated cameras.~~

13 ~~2. Red))~~ 1. For red light camera revenue((= Funding)) , funding in an amount
14 equal to 20 percent of the revenue generated annually by fines and civil penalties for red light
15 camera violations and red arrow camera violations will be spent for ((school)) safety, including
16 traffic, student, bicycle, and pedestrian safety and directly related infrastructure projects;
17 operational and maintenance investments; transportation improvements that support equitable
18 access and mobility for persons with disabilities; transportation projects designed to reduce
19 vehicle speeds, as well as pedestrian, bicyclist, and driver education campaigns ~~((and installation,~~
20 ~~administrative, enforcement, operations, and maintenance costs associated with the red light and~~
21 ~~red arrow automated cameras)).~~

22 ~~((3-))~~ 2. For all other automated traffic safety camera types authorized under
23 subsection 11.50.570.A, net revenues will be spent for safety, including traffic, student, bicycle,

1 and pedestrian safety and directly related infrastructure projects; operational and maintenance
2 investments; transportation improvements that support equitable access and mobility for persons
3 with disabilities; transportation projects designed to reduce vehicle speeds, as well as pedestrian,
4 bicyclist, and driver education campaigns.

5 ~~((3. Block the box and obstruction camera revenue: Funding in an amount equal~~
6 ~~to the local revenue generated annually by fines and civil penalties for obstruction or blocked~~
7 ~~traffic camera violations will be spent for transportation improvements that support equitable~~
8 ~~access and mobility for persons with disabilities and installation, administrative, enforcement,~~
9 ~~operations, and maintenance costs associated with the obstruction or blocked traffic automated~~
10 ~~cameras.~~

11 ~~4. Lane restriction camera revenue: Funding in an amount equal to the local~~
12 ~~revenue generated annually by fines and civil penalties for restricted lane camera violations will~~
13 ~~be spent for transportation improvements that support equitable access and mobility for persons~~
14 ~~with disabilities and installation, administrative, enforcement, operations, and maintenance costs~~
15 ~~associated with the restricted lane automated cameras.~~

16 ~~5. Speed enforcement camera revenue: Funding in an amount equal to the local~~
17 ~~revenue generated annually by fines and civil penalties for speed enforcement cameras other than~~
18 ~~school zone cameras described in subsection 5.82.010.A.1 will be spent on transportation~~
19 ~~improvements that support traffic safety, bicycle safety, and pedestrian safety and installation,~~
20 ~~administrative, enforcement, operations, and maintenance costs associated with the speed~~
21 ~~enforcement cameras.~~

22 ~~B. Annual budget revenues and appropriations:))~~

1 C. The Executive will propose appropriations for the items in subsections 5.82.010.A and
2 5.82.010.B in its annual budget submittal to the City Council based on the amount of automated
3 traffic safety camera fines and civil penalties projected to be received in the prior budget year.

4 ~~((C. Year end report: The Executive will provide a year end report to the City Council on~~
5 ~~automated traffic safety camera revenue receipts, appropriations, and expenditures by March 1~~
6 ~~each year))~~ D. Consistent with state requirements, by July each year, the Executive will post an

7 annual report on the City’s website showing the number of traffic crashes that occurred at each
8 location where an automated traffic safety camera is located, as well as the number of notices of
9 infraction issued for each camera, the percentage of revenues received from fines issued from
10 automated traffic safety camera infractions that were used to pay for the costs of the automated
11 traffic safety camera program, and a description of the uses of revenues that exceeded the costs
12 of operation and administration of the automated traffic safety camera program.

13 ~~((D. True up of revenues and expenditures:))~~ E. To the extent that actual annual revenues
14 from automated traffic safety cameras differ from the appropriations made through the annual
15 budget, the Executive will propose appropriation changes in supplemental legislation to ensure
16 that sufficient funding is spent consistent with ~~((subsection 5.82.010.A and RCW 46.63.170))~~
17 this Chapter 5.82.

18 Section 2. Section 11.31.020 of the Seattle Municipal Code, last amended by Ordinance
19 127056, is amended as follows:

20 **11.31.020 Notice of traffic infraction—Issuance((:))**

21 A. A peace officer has the authority to issue a notice of traffic infraction:

- 22 1. ~~((when))~~ When the infraction is committed in the officer's presence;

1 2. When the officer is acting upon the request of a law enforcement officer in
2 whose presence the traffic infraction was committed;

3 ~~((2. if))~~ 3. If an officer investigating at the scene of a motor vehicle accident has
4 reasonable cause to believe that the driver of a motor vehicle involved in the accident has
5 committed a traffic infraction;

6 ~~((3. when))~~ 4. When a ~~((violation of Section 11.50.140, 11.50.150, 11.52.040, or~~
7 ~~11.52.100))~~ traffic infraction is detected through the use of an automated traffic safety camera or
8 an automated school bus safety camera as authorized pursuant to ~~((RCW 46.63.170))~~ chapter
9 46.63 RCW and Section 11.50.570. A trained and authorized civilian employee of the Seattle
10 Police Department, or a trained and authorized civilian employee of the Seattle Department of
11 Transportation performing under the supervision of a qualified traffic engineer, has the authority
12 to review infractions detected through the use of an automated traffic safety camera or automated
13 school bus safety camera to issue notices of infraction. These employees must be sufficiently
14 trained and certified in reviewing infractions and issuing notices of infraction by qualified peace
15 officers or by traffic engineers employed in the Seattle Police Department or the Seattle
16 Department of Transportation; or

17 ~~((4. if))~~ 5. If an officer is investigating a violation of Section 11.58.440.

18 B. A court may issue a notice of traffic infraction upon receipt of a written statement of
19 the officer that there is reasonable cause to believe that an infraction was committed. ~~((RCW~~
20 ~~46.63.030))~~

21 Section 3. Section 11.31.090 of the Seattle Municipal Code, last amended by Ordinance
22 126892, is amended as follows:

1 **11.31.090 Traffic infractions detected through the use of an automated traffic safety**
2 **camera**

3 A. A notice of infraction based on evidence detected through the use of an automated
4 traffic safety camera must be mailed to the registered owner of the vehicle within 14 days of the
5 violation, or to the renter of a vehicle within 14 days of establishing the renter's name and
6 address under subsection 11.31.090.C.1. The peace officer, or other City employee authorized to
7 review citations under RCW 46.63.030, issuing the notice of infraction shall include with it a
8 certificate or facsimile thereof, based upon inspection of photographs, microphotographs, or
9 electronic images produced by an automated traffic safety camera, stating the facts supporting
10 the notice of infraction. This certificate or facsimile is prima facie evidence of the facts contained
11 in it and is admissible in a proceeding charging a violation of Section 11.50.070, Section
12 11.50.140, Section 11.50.150, Section 11.50.250, Section 11.50.260, Section 11.52.040, Section
13 11.52.100, Section 11.53.190, Section 11.53.230, Section 11.58.272, Section 11.58.295, Section
14 11.72.040, Section 11.72.080, or Section 11.72.210 or a restricted lane violation. The
15 photographs, microphotographs, or electronic images evidencing the violation must be available
16 for inspection and admission into evidence in a proceeding to adjudicate the liability for the
17 infraction.

18 * * *

19 C. If the registered owner of the vehicle is a rental car business, the peace officer, or other
20 City employee authorized to review citations under RCW 46.63.030, shall, before such a notice
21 of infraction is issued, provide a written notice to the rental car business that a notice of
22 infraction may be issued to the rental car business if the rental car business does not, within 18
23 days of receiving the written notice, provide to the peace officer by return mail:

1 Section 4. Section 11.31.121 of the Seattle Municipal Code, last amended by Ordinance
 2 127141, is amended as follows:

3 **11.31.121 Monetary penalties—Parking infractions**

4 The base monetary penalty for violation of each of the numbered provisions of the Seattle
 5 Municipal Code listed in the following table is as shown, unless and until the penalty shown
 6 below for a particular parking infraction is modified by Local Rule of the Seattle Municipal
 7 Court adopted pursuant to the Infraction Rules for Courts of Limited Jurisdiction ("IRLJ") or
 8 successor rules to the IRLJ:

Municipal Code reference	Parking infraction short description	Base penalty amount
* * *		
11.50.150	RED ARROW CAMERA VIOLATIONS	\$139
<u>11.50.250</u>	<u>SIGNAL INDICATING APPROACH OF TRAIN VIOLATION</u>	<u>\$139</u>
<u>11.50.260</u>	<u>STOP RAILROAD GRADE CROSSING VIOLATION</u>	<u>\$139</u>
* * *		
11.53.230	HIGH OCCUPANCY VEHICLE LANE VIOLATION CAMERA VIOLATION	\$75
<u>11.58.272</u>	<u>APPROACHING EMERGENCY OR WORK ZONE VIOLATION</u>	<u>\$237</u>
<u>11.58.295</u>	<u>FERRY QUEUE VIOLATIONS</u>	<u>\$75</u>
* * *		

9 Section 5. Section 11.50.570 of the Seattle Municipal Code, last amended by Ordinance
 10 126892, is amended as follows:

11 **11.50.570 Automated traffic safety cameras**

12 A. Automated traffic safety cameras may be used to detect one or more of the
 13 following(~~stoplight, railroad crossing, school speed zone violations, violations included in~~
 14 ~~subsection 11.50.570.H for the duration of the pilot program authorized under subsection~~
 15 ~~11.50.570.H, maximum speed limit violations in school walk, park, and hospital zones as~~

1 ~~permitted by state law, or, consistent with RCW 46.63.170(1)(d)(i), on streets that are either~~
2 ~~designated as a priority location in a road safety plan submitted to the state, show a significantly~~
3 ~~higher rate of collisions than the City average over a period of at least three years prior to~~
4 ~~installation and other speed reduction measures are not feasible or have not been sufficiently~~
5 ~~effective at reducing travel speeds, or is a street designated by ordinance as a race zone. Except~~
6 ~~as provided in subsection 11.50.570.H, use of automated traffic safety cameras is restricted to the~~
7 ~~following locations only)) as authorized under RCW 46.63.210 through 46.63.260:~~

8 1. ~~((Intersections))~~ Stoplight violations at intersections of two or more arterials
9 with traffic control signals that have yellow change interval durations in accordance with Section
10 11.50.130, which interval durations may not be reduced after placement of the cameras;

11 2. Railroad crossings violations to detect instances when a vehicle fails to stop
12 when facing an activated railroad grade crossing control signal;

13 3. ~~((School))~~ Speed violations within school speed zones as described in RCW
14 46.61.440(1) and 46.61.440(2);

15 4. ~~((School))~~ Speed violations within school walk areas as defined in RCW
16 28A.160.160 or roadways within a one-mile radius of a school that students use to travel to
17 school by foot, bicycle, or other means of active transportation;

18 5. ~~((Public))~~ Speed violations within public park speed zones, defined as the
19 marked area within public park property and extending 300 feet from the border of the public
20 park property (a) consistent with active park use; and (b) where signs are posted to indicate the
21 location is within a public park speed zone;

22 6. ~~((Hospital))~~ Speed violations within hospital speed zones, defined as the
23 marked area within hospital property and extending 300 feet from the border of the hospital

1 property (a) consistent with hospital use; and (b) where signs are posted to indicate the location
2 is within a hospital speed zone, where "hospital" has the same meaning as in RCW 70.41.020;

3 ~~((and))~~

4 7. ~~((Additional speed detection))~~ Speed violations at additional locations that
5 ~~((meet any of the criteria in RCW 46.63.170(1)(d).))~~ experience higher crash risks due to
6 excessive vehicle speeds consistent with RCW 46.63.250(3);

7 8. Violations of designations by the Washington Department of Transportation,
8 the Director of Transportation, or the Traffic Engineer reserving all or any portion of a street or
9 highway, including any lane or ramp, for the exclusive or preferential use of transit coaches or
10 other public transportation vehicles or carpools, under Section 11.53.230. As used in this
11 subsection 11.50.570.A.8: "public transportation vehicle" means any motor vehicle, streetcar,
12 train, trolley vehicle, ferry boat, or any other device, vessel, or vehicle that is owned or operated
13 by a transit authority or an entity providing service on behalf of a transit authority that is used for
14 the purpose of carrying passengers and that operates on established routes; and "transit authority"
15 has the meaning provided in RCW 9.91.025;

16 9. Violations of one or more of Sections 11.50.070, 11.53.190, 11.72.040,
17 11.72.080, or 11.72.210;

18 10. Speed violations within roadway work zones, except that a notice of infraction
19 may only be issued if an automated traffic safety camera captures a speed violation when
20 workers are present;

21 11. Speed violations along state highways within city limits that are designated as
22 city streets under chapter 47.24 RCW; and

1 12. In consultation with the Washington Department of Transportation, ferry
2 queue violations under RCW 46.61.735.

3 ~~((B. Automated traffic safety cameras may be used to detect other violations as~~
4 ~~authorized by and subject to the restrictions imposed by the Washington State Legislature.~~

5 ~~C. Before adding additional automated traffic safety cameras or relocating any existing~~
6 ~~camera, the City Council)) B. Consistent with RCW 46.63.220, before the City adds or relocates~~

7 an automated traffic safety camera at a new location, the Seattle Department of Transportation
8 must prepare an analysis of the locations within the City where automated traffic safety cameras
9 are proposed to be located~~((Beginning June 7, 2013, an annual report must be posted on the~~
10 ~~City's website of the number of traffic accidents that occurred at each location where an~~
11 ~~automated traffic safety camera is located as well as the number of notices of infraction issued~~
12 ~~for each camera and any other relevant information deemed appropriate. For automated traffic~~
13 ~~safety cameras authorized by RCW 46.63.170(1)(d)(i), the City must complete)) that includes an~~

14 equity analysis that evaluates the impact of the camera placement on livability, accessibility,
15 economics, education, and environmental health~~((, and shall consider the outcome of that~~
16 ~~analysis when identifying where to locate an automated traffic safety camera)). The analysis~~
17 must show a demonstrated need for traffic cameras based on one or more of the following in the
18 vicinity of the proposed camera location: travel by vulnerable road users, evidence of vehicles
19 speeding, rates of collision, reports showing near collisions, and anticipated or actual
20 ineffectiveness or infeasibility of other mitigation measures.

21 ~~((D.))~~ C. Automated traffic safety cameras may only take pictures of the vehicle and
22 vehicle license plate and only while an infraction is occurring. The picture must not reveal the
23 face of the driver or of passengers in the vehicle. The primary purpose of camera placement is to

1 take pictures of the vehicle and vehicle license plate when an infraction is occurring. Cameras
2 should be installed in a manner that minimizes the impact of camera flash on drivers.

3 ~~((E.))~~ D. Notwithstanding any other provision of law, all photographs, microphotographs,
4 or electronic images, prepared under this Section 11.50.570 are for the exclusive use of law
5 enforcement in the discharge of duties under this Section 11.50.570 and are not open to the
6 public and may not be used in a court in a pending action or proceeding unless the action or
7 proceeding relates to a violation under this Section 11.50.570. No photograph, microphotograph,
8 or electronic image~~((,))~~ may be used for any purpose other than enforcement of violations under
9 this Section 11.50.570 nor retained longer than necessary to enforce this Section 11.50.570.

10 ~~((F.))~~ E. All locations where an automated traffic safety camera is used must be clearly
11 marked by placing signs at least 30 days prior to activation of the camera ~~((by placing signs))~~ in
12 locations that clearly indicate to a driver that either~~((:(i) That the))~~ : (a) the driver is within ~~((a~~
13 ~~school walk area, public park speed zone, or hospital speed zone))~~ an area where automated
14 traffic safety cameras are authorized; or ~~((:(ii) that he or she))~~ (b) the driver is entering ~~((a zone~~
15 ~~where traffic laws))~~ an area where violations are enforced by an automated traffic safety camera.
16 The signs must be readily visible to a driver approaching an automated traffic safety camera.

17 Signs placed in automated traffic safety camera locations after June 7, 2012, must follow the
18 specifications and guidelines under the ~~((manual of uniform traffic control devices))~~ Manual on
19 Uniform Traffic Control Devices for streets and highways as adopted by the Washington
20 Department of Transportation under chapter 47.36 RCW.

21 ~~((G.))~~ F. The compensation paid to the manufacturer or vendor of automated traffic safety
22 camera program equipment used must be based only upon the value of the equipment and

1 services provided or rendered in support of the system, and may not be based upon a portion of
2 the fine or civil penalty imposed or the revenue generated by the equipment.

3 ~~((H.~~

4 ~~1. The Seattle Department of Transportation is authorized to create a pilot~~
5 ~~program authorizing automated traffic safety cameras to be used to detect a violation of one or~~
6 ~~more of Sections 11.50.070, 11.53.190, 11.53.230, 11.72.040, 11.72.080, or 11.72.210 or a~~
7 ~~restricted lane violation. Under the pilot program, violations relating to stopping at intersections~~
8 ~~or crosswalks may only be enforced at the 20 intersections where the Seattle Department of~~
9 ~~Transportation would most like to address safety concerns related to stopping at intersections or~~
10 ~~crosswalks.~~

11 ~~2. Except where specifically exempted, all of the rules and restrictions applicable~~
12 ~~to the use of automated traffic safety cameras in this Section 11.50.570 and Section 11.31.090~~
13 ~~apply to the use of automated traffic safety cameras in the pilot program established in this~~
14 ~~subsection 11.50.570.H.~~

15 ~~3. As used in this subsection 11.50.570.H, "public transportation vehicle" means~~
16 ~~any motor vehicle, streetcar, train, trolley vehicle, ferry boat, or any other device, vessel, or~~
17 ~~vehicle that is owned or operated by a transit authority or an entity providing service on behalf of~~
18 ~~a transit authority that is used for the purpose of carrying passengers and that operates on~~
19 ~~established routes. "Transit authority" has the meaning provided in RCW 9.91.025.~~

20 ~~4. Use of automated traffic safety cameras as authorized in this subsection~~
21 ~~11.50.570.H is restricted to the following locations only: locations authorized in subsection~~
22 ~~11.50.570.A; and midblock on arterials. Additionally, the use of automated traffic safety cameras~~
23 ~~as authorized in this subsection 11.50.570.H is further limited to the following:~~

1 a. ~~The portion of state local roadways in downtown areas of Seattle used~~
2 ~~for office and commercial activities, as well as retail shopping and support services, and that may~~
3 ~~include mixed residential uses;~~

4 b. ~~The portion of state and local roadways in areas in Seattle within one-~~
5 ~~half mile north of the boundary of the area described in subsection 11.50.570.H.4.a;~~

6 c. ~~Portions of roadway systems in Seattle that travel into and out of the~~
7 ~~portion in subsection 11.50.570.H.4.b that are designated by the Washington State Department of~~
8 ~~Transportation as noninterstate freeways for up to 4 miles; and~~

9 d. ~~Portions of roadway systems in Seattle connected to the portions of the~~
10 ~~noninterstate freeways identified in subsection 11.50.570.H.4.c that are designated by the~~
11 ~~Washington State Department of Transportation as arterial roadways for up to one mile from the~~
12 ~~intersection of the arterial roadway and the noninterstate freeway.~~

13 5. ~~Automated traffic safety cameras may not be used on an on-ramp to an~~
14 ~~interstate.~~

15 6. ~~Beginning January 1, 2021, for an infraction generated through the use of an~~
16 ~~automated traffic safety camera authorized in this subsection 11.50.570.H, if the registered~~
17 ~~owner of the vehicle has:~~

18 a. ~~No prior infractions generated under this subsection 11.50.570.H, a~~
19 ~~warning notice with no penalty shall be issued to the registered owner of the vehicle for a~~
20 ~~violation.~~

21 b. ~~One or more prior infractions generated under this subsection~~
22 ~~11.50.570.H, a notice of infraction shall be issued, in a manner consistent with Section~~

1 ~~11.31.090, to the registered owner of the vehicle for a violation. The penalty for the violation is~~
2 ~~\$75.~~

3 ~~7. For infractions issued as authorized in this subsection 11.50.570.H, The City of~~
4 ~~Seattle shall remit monthly to the state of Washington 50 percent of the noninterest money~~
5 ~~received under this subsection 11.50.570.H in excess of the cost to install, operate, and maintain~~
6 ~~the automated traffic safety cameras for use in the pilot program. Money remitted under this~~
7 ~~subsection 11.50.570.H.7 to the State Treasurer shall be deposited in the Cooper Jones Active~~
8 ~~Transportation Safety Account. The remaining 50 percent retained by The City of Seattle shall~~
9 ~~be used only for improvements to transportation that support equitable access and mobility for~~
10 ~~persons with disabilities.~~

11 ~~8. A transit authority may not take disciplinary action, regarding a warning or~~
12 ~~infraction issued pursuant to this subsection 11.50.570.H, against an employee who was~~
13 ~~operating a public transportation vehicle at the time the violation that was the basis of the~~
14 ~~warning or infraction was detected.~~

15 ~~I.~~

16 ~~1. The Seattle Department of Transportation is authorized to install automated~~
17 ~~traffic safety cameras to detect speed violations pursuant to RCW 46.63.170(1)(d)(i). The speed~~
18 ~~violations that the cameras may detect include, but are not limited to, one or more violations of~~
19 ~~Sections 11.52.040, 11.52.060, 11.52.080, 11.52.100, 11.52.110, or 11.52.120.~~

20 ~~2. Except where specifically exempted, all of the rules and restrictions applicable~~
21 ~~to the use of automated traffic safety cameras in this Section 11.50.570 and Section 11.31.090~~
22 ~~apply to speed detection enforcement as established in this subsection 11.50.570.I.~~

1 3. ~~As used in this subsection 11.50.570.I, "school walk area" includes any~~
2 ~~roadway identified in a school walk area as defined in RCW 28A.160.160.~~

3 4. ~~As used in this subsection 11.50.570.I, "public park speed zone" means the~~
4 ~~marked area within public property and extending 300 feet from the border of the public park~~
5 ~~property: (I) consistent with active park use; and (II) where signs are posted to indicate the~~
6 ~~location is within a public park speed zone.~~

7 5. ~~As used in this subsection 11.50.570.I, "hospital speed zone" means the marked~~
8 ~~area within hospital property and extending 300 feet from the border of hospital property: (I)~~
9 ~~consistent with hospital use; and (II) where signs are posted to indicate the location is within a~~
10 ~~hospital speed zone, where "hospital" has the same meaning as in RCW 70.41.020.~~

11 6. ~~After completing and considering locations based on the outcomes of an equity~~
12 ~~analysis that evaluates livability, accessibility, economics, education, and environmental health,~~
13 ~~the City may operate one additional automated traffic camera for speed detection and~~
14 ~~enforcement, plus one additional camera for every 10,000 Seattle residents, for locations that~~
15 ~~meet one of the following criteria as defined in RCW 46.63.170(1)(d)(i):~~

16 a. ~~The Seattle Department of Transportation has identified it as a priority~~
17 ~~location in a road safety plan submitted to the Washington State Department of Transportation~~
18 ~~and where other speed reduction measures are not feasible or have not been sufficiently effective~~
19 ~~at reducing travel speed; or~~

20 b. ~~Locations with a significantly higher rate of collisions than the city~~
21 ~~average over a period of at least three years prior to installation, and other speed reduction~~
22 ~~measures are not feasible or have not been sufficiently effective at reducing travel speed; or~~

1 to speed restrictions within a school or playground speed zone as stated in subsection
2 11.50.570.A.3.

3 Section 6. Pursuant to ESHB 2384, enacted as Chapter 307, Laws of 2024, Section
4 11.50.580 of the Seattle Municipal Code, enacted by Ordinance 126869, is repealed:

5 ~~((11.50.580 Designation of restricted racing zones~~

6 ~~Pursuant to RCW 43.63.170(1)(d)(i)(C), the following streets are designated as restricted racing~~
7 ~~and race attendance zones subject to automated camera enforcement to detect maximum speed~~
8 ~~limit violations:~~

9 ~~A. Alki Ave SW between 63rd Ave SW and Harbor Ave SW.~~

10 ~~B. Harbor Ave SW between Alki Ave SW and SW Spokane St.~~

11 ~~C. West Marginal Way SW between SW Spokane St and 2nd Ave SW.~~

12 ~~D. Sand Point Way NE between 38th Ave NE and NE 95th St.~~

13 ~~E. NE 65th St between Sand Point Way NE and Magnuson Park.~~

14 ~~F. Roadways inside Magnuson Park including, but not limited to, NE 65th St and Lake~~
15 ~~Shore Dr NE.~~

16 ~~G. Seaview Ave NW between Golden Gardens Park and 34th Ave NW.~~

17 ~~H. 3rd Ave NW between Leary Way NW and N 145th St.~~

18 ~~I. Martin Luther King Jr Way S between S Massachusetts St and S Henderson St.~~

19 ~~J. Rainier Ave S from S Jackson St south to the city limits.))~~

20 Section 7. Section 1 of Ordinance 124230, last amended by Ordinance 125206, is
21 amended as follows:

22 Section 1. A new ((School Safety Traffic and Pedestrian Improvement))

23 Automatic Traffic Camera Safety Fund is ((hereby)) created in the City Treasury upon

1 the effective ((January 1, 2016)) date of this ordinance, to which revenues may be
2 deposited, and from which associated expenditures may be paid including, but not limited
3 to, operating, maintenance, capital and City administration costs for the purposes
4 described in Section 2 ~~((below))~~ of this ordinance.

5 Section 8. Section 2 of Ordinance 124230, last amended by Ordinance 125206, is
6 amended as follows:

7 Section 2. The purpose of creating the ~~((School Safety Traffic and Pedestrian
8 Improvement))~~ Automatic Traffic Camera Safety Fund is to separately account for the
9 revenues generated by ~~((the school zone fixed automated cameras and automated traffic
10 safety cameras (also known as red light safety cameras))~~) automatic traffic safety cameras
11 authorized under Section 11.50.570 of the Seattle Municipal Code.

12 Section 9. Section 3 of Ordinance 124230, last amended by Ordinance 125206, is
13 amended as follows:

14 Section 3. The new ~~((School Safety Traffic and Pedestrian Improvement))~~
15 Automatic Traffic Camera Safety Fund shall receive ~~((all revenues from fixed automated
16 school zone camera fines and civil penalties,))~~ 20 percent of revenues from ~~((automated
17 traffic safety cameras (also known as red light safety cameras),))~~ cameras that detect
18 stoplight violations in accordance with Section 11.50.130 of the Seattle Municipal Code,
19 all revenues from all other automatic traffic safety camera types authorized in Section
20 11.50.570 of the Seattle Municipal Code, and other monies as authorized by ordinance.
21 The Fund shall receive earnings on its positive balances and pay interest on its negative
22 balances.

1 Section 10. Section 4 of Ordinance 124230, last amended by Ordinance 125206, is
2 amended as follows:

3 Section 4. The Director of the Seattle Department of Transportation shall have
4 responsibility for administering the ((~~School Safety Traffic and Pedestrian~~
5 ~~Improvement~~)) Automatic Traffic Camera Safety Fund. The Director of Finance is
6 authorized to create other ((~~Subfunds, Accounts, or Subaccounts~~)) other accounts within
7 the Automatic Traffic Safety Fund as may be needed or appropriate to implement the
8 Fund's purpose and intent as established by this ordinance as amended.

1 Section 11. This ordinance shall take effect as provided by Seattle Municipal Code
2 Sections 1.04.020 and 1.04.070.

3 Passed by the City Council the _____ day of _____, 2025,
4 and signed by me in open session in authentication of its passage this _____ day of
5 _____, 2025.

6 _____
7 President _____ of the City Council

 Approved / returned unsigned / vetoed this _____ day of _____, 2025.

8 _____
9 Bruce A. Harrell, Mayor

10 Filed by me this _____ day of _____, 2025.

11 _____
12 Scheereen Dedman, City Clerk

13 (Seal)

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
SDOT	Bill LaBorde	Aaron Blumenthal

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to automated traffic safety cameras; establishing additional uses for automated traffic safety cameras to increase safety; authorizing qualified civilian employees to review violations detected by traffic cameras; updating finance and fund policies related to the use of camera revenues; amending Ordinance 124230; amending Sections 5.82.010, 11.31.020, 11.31.090, 11.31.121, and 11.50.570 of the Seattle Municipal Code; and repealing Section 11.50.580 of the Seattle Municipal Code.

Summary and Background of the Legislation: This legislation amends Seattle Municipal Code provisions regarding use of automated traffic safety cameras to align with changes in state law that went into effect in June of 2024, after the state legislature passed Engrossed Substitute House Bill 2384 earlier that year.

The new state law consolidated several provisions of the Revised Code of Washington (RCW) that had been enacted over the previous 20 years governing local use of several camera types, including red light and school speed zone cameras, along with newer camera types originally authorized by the legislature under the Move Ahead Washington Act, such as Park, Hospital and School Walk Zone cameras. The 2024 law also permanently authorized a 2019 pilot program that allowed the City of Seattle to enforce block-the-box, transit lane and other restricted lane provisions in the SMC Traffic Code with automated cameras. The new state law also authorizes trained police and transportation employees to review violations detected by traffic safety cameras, repealed authority for enforcing designated racing zone cameras and modified certain provisions governing the use of revenues collected through camera violations.

This legislation would align City code with the new state law by revising several provisions to SMC, including: (1) authorizing review of camera violations by trained SPD and SDOT employees, in addition to commissioned police officers; (2) aligning categories of camera enforcement authority in SMC with those in the newly enacted RCW 46.63.220; (3) repealing temporary pilot language no longer in effect after passage of ESHB 2384 so that the block-the-box and restricted lane cameras are a permanent program in SMC; (4) repealing racing zone enforcement provisions no longer authorized under the new state law; (5) adding or modifying penalty amounts that were changed or newly authorized by passage of ESHB 2384; (6) revising SMC Financial policies governing use of camera revenues to reflect the removal of pilot program restrictions and other changes under ESHB 2384; and (7) creating the Automatic Traffic Camera Safety Fund to replace the School Safety Traffic and Pedestrian Improvement Fund and reflect the repeal of fund restrictions specific to the block-the-box and restricted lane pilot program.

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

Expenditure Change (\$); General Fund	2025	2026 est.	2027 est.	2028 est.	2029 est.
Expenditure Change (\$); Other Funds	2025	2026 est.	2027 est.	2028 est.	2029 est.

Revenue Change (\$); General Fund	2025	2026 est.	2027 est.	2028 est.	2029 est.
Revenue Change (\$); Other Funds	2025	2026 est.	2027 est.	2028 est.	2029 est.
	\$2,000,000				

Number of Positions	2025	2026 est.	2027 est.	2028 est.	2029 est.
Total FTE Change	2025	2026 est.	2027 est.	2028 est.	2029 est.

3.a. Appropriations

This legislation adds, changes, or deletes appropriations.

3.b. Revenues/Reimbursements

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

Anticipated Revenue/Reimbursement Resulting from This Legislation:

Fund Name and Number	Dept	Revenue Source	2025 Revenue	2026 Estimated Revenue
ATSC Fund (18500)	SDOT	Automated Enforcement Cameras	\$2,000,000	\$0
TOTAL			\$2,000,000	

Revenue/Reimbursement Notes: Changes in revenue restrictions, financial policies, revenues, and appropriations related to deployment of new cameras will be appropriated in future budget legislation.

3.c. Positions

This legislation adds, changes, or deletes positions.

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.

This legislation would enact changes in financial policies regulating use of net revenues from Automated Traffic Safety Cameras and removes restrictions specific to the temporary pilot status of block-the-box and restricted lane cameras that are no longer required under the new state law. Changes in financial policies and conversion of the pilot camera program into a permanent program, along with deployment of new camera types, will produce additional revenues. Additional revenues, along with new appropriations necessary to deploy new camera types, will be addressed in future budget legislation.

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.

Additional costs for new camera deployments authorized by this legislation, along with additional costs to SPD and Seattle Municipal Court related to higher volumes of camera violations requiring review and adjudication, will be funded by camera revenues deposited into the ATSC fund.

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

Traffic safety enforcement cameras have proven to be an effective tool in both Seattle and nationwide in reducing speeding and the crashes – often serious or fatal – that result from higher speeds. The financial impact, as well as the emotional impact, of such crashes would be difficult to quantify but are, nevertheless, high. Additionally, net camera revenues under the modified financial policies will allow the City further improve safety, especially to the most vulnerable travelers, through improving pedestrian infrastructure and engineering changes in the right-of-way that encourage safer driver behavior and improve access for people with disabilities.

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

SPD owns and manages the contract with the City's ATSC vendor and is the lead agency responsible for reviewing camera violations in determining whether a citation can be issued. Seattle Municipal Court is responsible for adjudicating challenges to camera citations. While camera revenues will cover their costs, more cameras will equal higher costs to SPD and Seattle Municipal Court, as well as to SDOT.

4. OTHER IMPLICATIONS

- a. **Is a public hearing required for this legislation?** No
- b. **Is publication of notice with The Daily Journal of Commerce and/or The Seattle Times required for this legislation?** No
- c. **Does this legislation affect a piece of property?** No
- d. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**
- i. **How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**
As encouraged under state law, camera revenues that support safety improvements will be prioritized in high equity impact areas of the City. Historically, a disproportionate number of cameras have been sited in communities with higher proportions of people of color that are also lower income. SDOT now has policies in place requiring a more equitable distribution of cameras and, consistent, with state evaluates potential camera locations through a racial equity lens. As part of the overall analysis for determining new camera locations, a racial equity, as well as traffic, analysis is also now required under the new state law.
 - ii. **Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**
SDOT analyzed the Racial Equity impacts of the School Traffic Safety Camera Program as a major component of its response to Statement of Legislative Intent SDOT-304-A-001-2023 Regarding the Expansion of Automated Safety Programs, which can be found at: https://clerk.seattle.gov/~CFS/CF_322726.pdf As required under the new state law, all future potential camera locations will be analyzed through a traffic and equity analysis.
 - iii. **What is the Language Access Plan for any communications to the public?**
At a minimum, SDOT conducts outreach with translated materials or interpreters if 5% or more of a community speaks another language, or upon request. However, in practice, SDOT typically works with Dept of Neighborhood Community Based Liaisons, with relevant language skills on major programmatic or project initiatives, such as expansion of deployment of expanded camera programs. SDOT most frequently provides its outreach materials with translated information in the highest prevalence languages within a project area, or the City's 15 most prevalent languages for citywide outreach.
- e. **Climate Change Implications**

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

Auto-enforcement cameras are proven to reduce driver speeds which strongly correlates with reduced vehicle emissions for traditional internal combustion engine vehicles. Reduced crash rates can also allow more people to feel safer walking, rolling and riding bikes to nearby destinations.

- 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.**

N/A

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

Expansion of the ATSC enforcement is intended to reduce the number and severity of crashes. SDOT tracks the number of serious and fatal crashes. SDOT will know whether the program is helping the City achieve its Vision Zero goals by measuring the rate of these crashes by camera location and citywide. For example, since the start of Seattle’s School Speed Zone Camera program the City has seen a 71 percent drop in collisions at camera activation areas, a 64 percent drop in the average number of camera violations per day. 90 percent of people who receive and pay camera citations do not receive another citation.

- g. Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

No

5. ATTACHMENTS

Summary Attachments: None.



Automated Traffic Safety Camera Local Legislation Preview

City Council Transportation Committee
April 15, 2025

Venu Nemani, P.E.
Chief Transportation Safety Officer/City Traffic Engineer



Our Vision, Values, & Goals

Vision:

Seattle is an equitable, vibrant, and diverse city where moving around is safe, fair, and sustainable. All people and businesses can access their daily needs and feel connected to their community.

Values & Goals:

Safety, Equity, Sustainability, Mobility & Economic Vitality, Livability, Maintenance & Modernization, and Excellence.

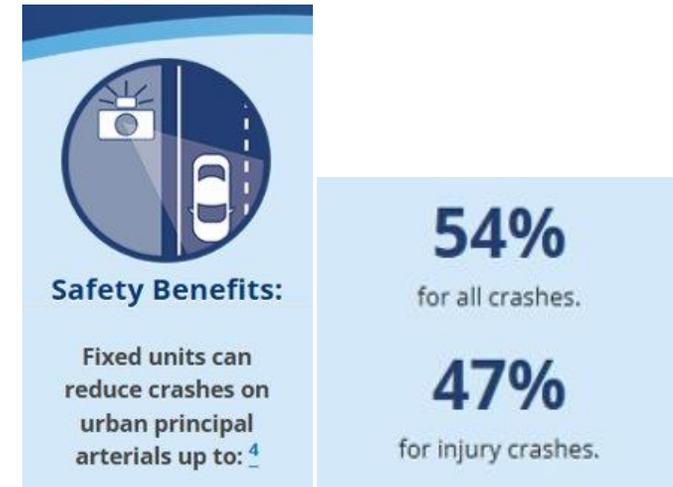
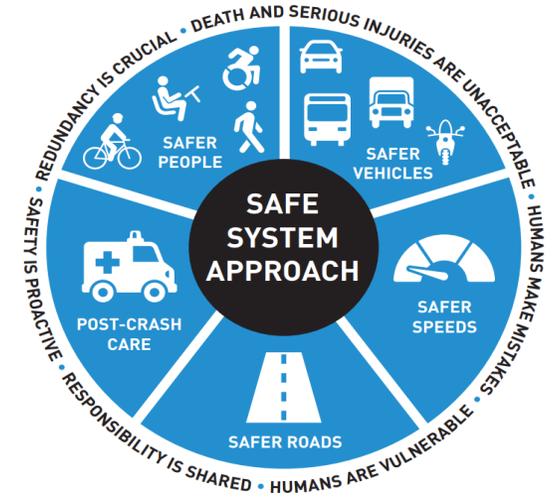
Presentation Overview

- Program background
- Key 2024 state law changes
- Allowable camera types
- Proposed code changes
 - SMC 11.50.570 – Automated Safety Cameras
 - SMC 11.31 – Disposition of Traffic Offences
 - SMC 5.82.010 – Financial Policies
- Programs to reduce fine impacts
- Privacy protection and data retention
- Safety camera implementation guidance



Program Background

- Safer Speeds a key element of FHWA's Safe System Approach
 - Speed safety cameras are a research-backed **Proven Safety Countermeasure** to reduce crashes
- Used in Seattle since 2006, currently operating:
 - 23 intersections with red-light cameras
 - 6 locations with public transportation-only lane (bus lane) cameras
 - 6 locations with block-the-box cameras
 - 19 locations with school speed zone cameras (with 19 new locations to be installed in 2025)
- 2024 state law changes are opportunity to update Seattle's safety camera program
- Administration is shared between SDOT, SPD, and Municipal Court



Graphic Sources: [FHWA Proven Safety Countermeasures](#)
[USDOT Safe System Approach](#)

Key 2024 State Law Changes

- Allows citation review by civilian employees
- Requires safety and equity analysis for siting new or relocating existing cameras
- Increases annual reporting requirements
- Permanently authorizes pilot authorities (block-the-box, public transportation/restricted lanes)
- Repeals racing zone speed camera authority
- Simplifies allowable types of full-time speed zone cameras
- May adopt ability-to-pay calculator to process and grant reduced penalties
- Requires granting 50% penalty reduction for first-violation to recipients of government assistance



Allowable Camera Types Under State Law

1. Red-Light
2. School Speed Zone
3. Restricted Lane (Deactivated)
4. Public Transit-Only Lane
5. Block-the-Box
6. Railroad crossing
7. Ferry queuing
8. Speeding:
 - High Crash Risk Locations
 - Park and Hospital Zones
 - School Walk Routes
 - Work Zones

Previously-deployed camera types



SMC 11.50.570 – Automated Traffic Safety Cameras

Required code changes to align with state law:

- Update code to adopt allowable camera types
- Remove racing zone cameras, which are no longer authorized under state law
- Add equity and safety siting analyses for new or relocated cameras
- Align annual report with state law requirements
- Clarify language on posting street signage 30 days before camera activation

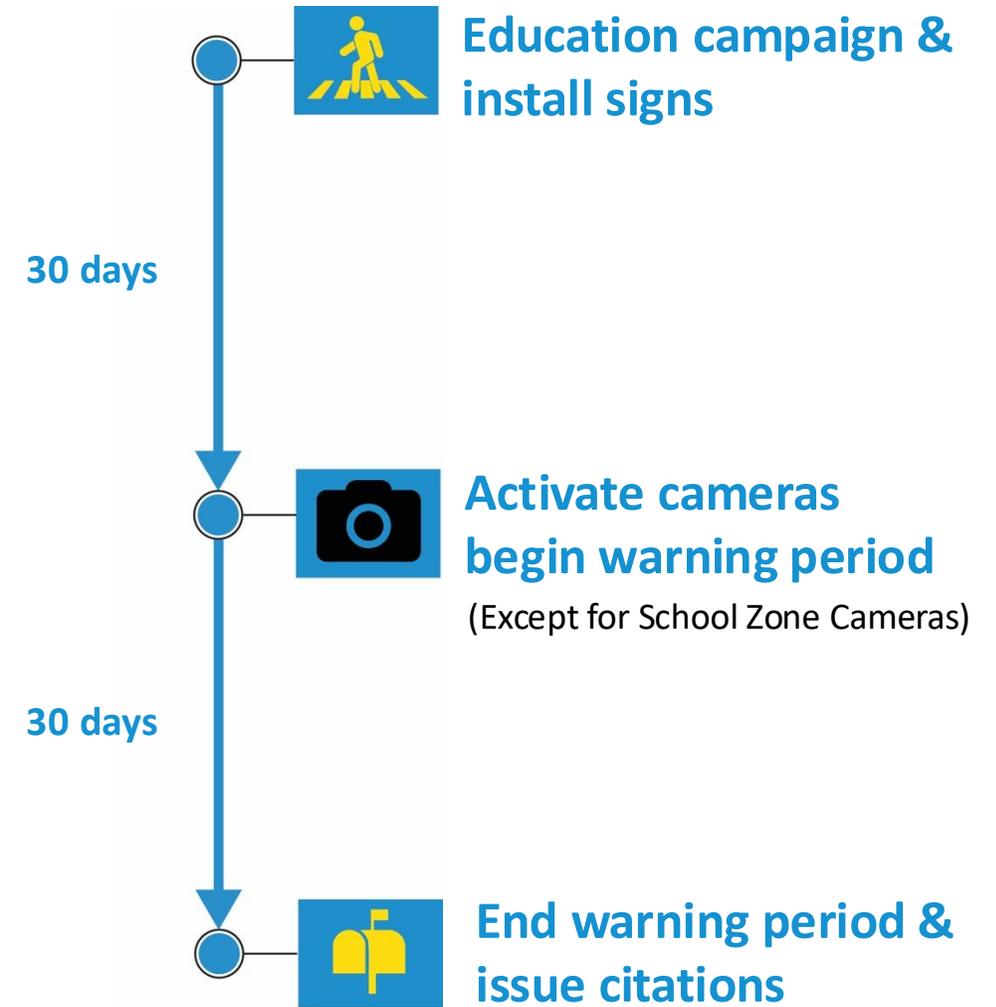


SMC 11.50.570 – Automated Traffic Safety Cameras

Additional changes (not required in state law):

Camera activation and warning period

- Update code to establish 30-day warnings-only period upon activation for all camera types, except school zone
- Repeal first-violation warnings for cameras (including school zone), block-the-box, restricted lane, and public transport-only lane



SMC 11.31 – Disposition of Traffic Offences

SMC 11.31.020/11.31.090 – Issuance of infractions

- Align with state law to authorize trained SPD and SDOT employees to review infractions

SMC 11.31.121 – Monetary penalties

- Update fine schedule for new camera types
- RCW 46.63.220 states:
 - Fines may not exceed \$145, except for school speed zone infractions
 - School speed zone infractions (shall/may) be doubled
 - Work zone infractions must be doubled (RCW 46.61.212)

SMC 11.31 – Disposition of Traffic Offences

SMC 11.31.121 – Monetary penalties

Municipal Code reference	Parking infraction short description	Base penalty amount
11.50.140	Red Light Camera Violation	\$139
11.52.040	Speeding Traffic Camera Violation	\$139
11.52.100	Speed School Crosswalks violation	\$237
11.53.230	High Occupancy Vehicle Lane Camera Violation	\$75
11.72.040	Block Traffic-Stop/Park Violation	\$75

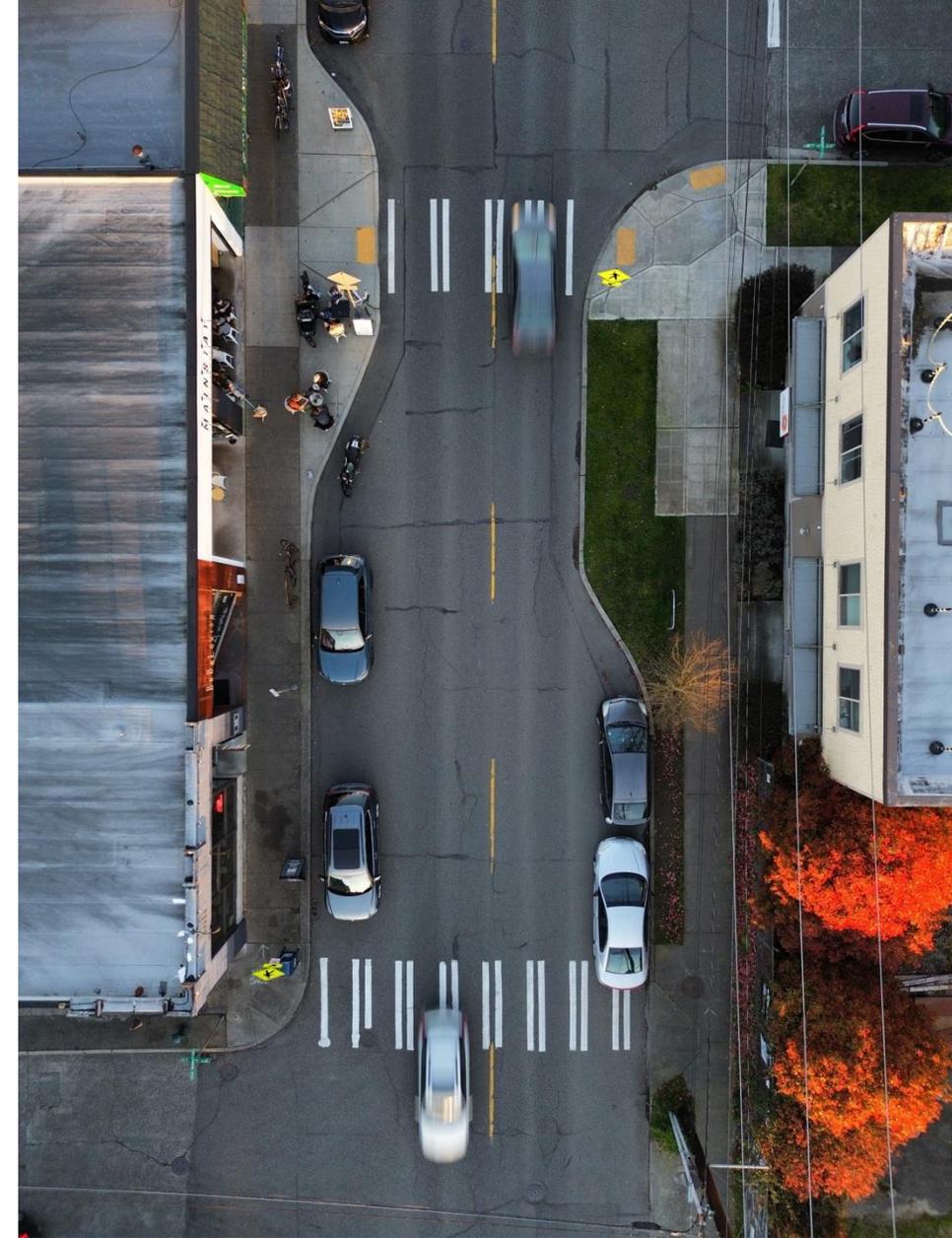
Existing – Fine Amounts

Municipal Code reference	Parking infraction short description	Base penalty amount
11.50.250	Signal Indicating Approach of Train Violation	\$139
11.50.260	Stop Railroad Grade Crossing Violation	\$139
11.58.272	Approaching Emergency or Work Zone Violation	\$237
11.58.295	Ferry Queue Violation	\$75

New – Fine Amounts

SMC 5.82.010 – Financial Policies

- Remove limitations on using revenues from one camera type to administer another camera type
- Create Automated Traffic Camera Safety Fund to replace existing School Safety Traffic and Pedestrian Improvement Fund
 - All camera revenues will be deposited in the Automated Traffic Camera Safety Fund
 - Except 80% of red-light camera revenues, which continue to go to the General Fund



SMC 5.82.010 – Financial Policies

- Net revenues in Automated Traffic Camera Safety Fund may be used for:
 - Traffic, student, bicycle, and pedestrian safety and directly related infrastructure projects
 - Operational and maintenance investments
 - Transportation improvements supporting equitable access and mobility for persons with disabilities
 - Transportation projects to reduce driver speeds
 - Pedestrian, bicyclist, and driver education campaigns



Programs to Reduce Impact of Fines

- **Ticket Debt Reduction Hearings**
 - Eligible residents can apply for a debt reduction hearing for parking, traffic, or camera ticket debt >\$300
- **Payment Plans**
 - Reduced monthly payment plans (\$25-50) are available for eligible residents to pay fines and fees
- **Community Service Plans**
 - Eligible residents may request to perform community service work in lieu of paying fines and fees
- **Unified Payment Program**
 - Unpaid fines in more than one King County jurisdiction can be combined into a single monthly payment
- **50% First-violation penalty reduction**
 - State law requirement - Recipients of government assistance may request reduction for first violations and those within 21 days of the first violation.



Privacy Protection and Data Retention

- Privacy requirements are unchanged :
 - Cameras only record images of vehicles and license plates while an infraction is occurring
 - Camera images cannot reveal the face of the driver or passengers
 - **Recorded images cannot be used for any purpose other than enforcing traffic violations under RCW 46.63.220**
- City specifies timelines for deleting recorded images:
 - 31-day retention for recordings that result in a warning/rejected event
 - 3-year retention for recordings that result in a citation

License Plate Image



Vehicle Image



Privacy Protection and Data Retention



Red-Light Camera



Restricted Lane Camera



School Zone Camera

Draft Safety Camera Implementation Guidance

1. Program administration, annual report, and programmatic modifications

- Unified annual report
- Satisfy requirements of the state law on equitable use of revenues, safety and performance measures
- Evaluate to remove, relocate and add cameras
- Budget procedures for SDOT, SPD, and Municipal Court

2. Siting analysis procedures

- Safety needs analysis
- Equity analysis

3. Community Engagement strategy





From the entire SDOT Team
Thank you!



Legislation Text

File #: Inf 2664, **Version:** 1

Non-School Zone Automated Traffic Safety Camera Proviso Lift

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

..title

AN ORDINANCE relating to appropriations for the Seattle Department of Transportation;
modifying a proviso; and amending Ordinance 127156, which adopted the 2025 Budget.

..body

WHEREAS, in the 2025 Adopted Budget, the City Council allocated \$1.18 million in the Seattle

Department of Transportation’s (SDOT’s) budget for deployment of automated traffic

enforcement cameras outside of school zones; and

WHEREAS, the 2025 Adopted Budget included a budget proviso restricting spending until

authorized by future Council action; and

WHEREAS, SDOT presented the Executive’s approach to automated traffic enforcement camera

deployment to the Transportation Committee on April 1, 2025; and

WHEREAS, the Council wishes to authorize spending on deployment of automated traffic

enforcement cameras outside of school zones; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The restriction imposed by 2025-2026 Council Budget Action SDOT-006-A,
adopted by Ordinance 127156, which limits spending on the following item, is modified as
follows:

"Notwithstanding Seattle Municipal Code Section 5.82.010 and Section 1 of
Ordinance 125206, of the General Fund appropriations in the 2025 budget for the Seattle
Department of Transportation's Mobility Operations Budget Summary Level (BO-TR-
17003), \$1,180,000 is appropriated solely for deployment of automated traffic
enforcement cameras outside school zones and may be spent for no other purpose.

~~((Furthermore, none of the money so appropriated may be spent until authorized by
future Council action.))"~~

1 Section 2. This ordinance shall take effect as provided by Seattle Municipal Code
2 Sections 1.04.020 and 1.04.070.

3 Passed by the City Council the _____ day of _____, 2025,
4 and signed by me in open session in authentication of its passage this _____ day of
5 _____, 2025.

6 _____
7 President _____ of the City Council

8 Approved / returned unsigned / vetoed this ____ day of _____, 2025.

9 _____
10 Bruce A. Harrell, Mayor

11 Filed by me this _____ day of _____, 2025.

12 _____
13 Scheereen Dedman, City Clerk

14 (Seal)

15 Attachments:

Budget Authorization Proposal (1/2)

- The 2025 Adopted Budget allocated funding to deploy an additional 37 **School Zone Cameras** at 19 locations.
- During deliberations on the 2025 Adopted Budget, the Council also allocated \$1.18 million for deployment of **cameras outside of school zones**.
 - This spending is restricted by proviso until authorized by future Council action.
 - The proposed legislation would amend the proviso to authorize spending for the intended use.

Budget Authorization Proposal (2/2)

- Proposed legislation would modify the proviso as follows:

Notwithstanding Seattle Municipal Code Section 5.82.010 and Section 1 of Ordinance 125206, of the General Fund appropriations in the 2025 budget for the Seattle Department of Transportation's Mobility Operations Budget Summary Level (BO-TR-17003), \$1,180,000 is appropriated solely for deployment of automated traffic enforcement cameras outside school zones and may be spent for no other purpose. ~~((Furthermore, none of the money so appropriated may be spent until authorized by future Council action.))~~



Legislation Text

File #: CB 120945, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE vacating the alley in Block 52, A. A. Denny’s Extension to the Terry’s 1st Addition, in the First Hill neighborhood, and accepting a Property Use and Development Agreement and acknowledging the Seattle City Light Easement, on the petition of North Block Spring Street Development LLC (Clerk File 314364).

WHEREAS, North Block Spring Street Development LLC, filed a petition under Clerk File 314364 to vacate the alley in Block 52, A. A. Denny’s Extension to the Terry’s 1st Addition; and

WHEREAS, following a March 6, 2018, public hearing on the petition, the Seattle City Council (“City Council”) conditionally granted the petition on March 26, 2018; and

WHEREAS, as provided for in RCW 35.79.030 and Seattle Municipal Code Chapter 15.62, the Petitioner paid the City a vacation fee of \$2,500,000 on March 24, 2020, which is the full appraised value of the property; and

WHEREAS, a Seattle City Light easement recorded on December 1, 2023, with the King County Recorder’s Office under Recording No. 20231201000638 grants Seattle City Light the right to operate and maintain underground facilities on the property; and

WHEREAS, a Property Use and Development Agreement recorded on May 17, 2024, with the King County Recorder’s Office under Recording No. 20240517000066 commits the Petitioner and their successors to fulfill ongoing public-benefit obligations required as part of the vacation; 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 52, A. A. Denny’s Extension to the Terry’s 1st Addition is in the public interest; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The alley in Block 52, A. A. Denny’s Extension to the Terry’s 1st Addition, described below, is vacated:

THE ALLEY OF BLOCK 52, A.A. DENNY’S PLAT OF AN EXTENSION TO TERRY’S 1ST ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE(S) 86, IN KING COUNTY, WASHINGTON;

THE ABOVE DESCRIBED CONTAINING AN AREA OF 3,843 SQUARE FEET OR 0.0882 ACRES, MORE OR LESS

Section 2. The Property Use and Development Agreement, King County Recording No. 20240517000066, attached as Exhibit 1 to this ordinance is accepted.

Section 3. The Seattle City Light Easement, King County Recording No. 20231201000638, attached as Exhibit 2 to this ordinance is acknowledged.

Section 4. 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

Exhibit 2 - Seattle City Light Easement

When Recorded, Return to:
McCullough Hill Leary, P.S.
Attn: Jessie Clawson
701 5th Avenue, Suite 6600
Seattle, WA 98104

PROPERTY USE AND DEVELOPMENT AGREEMENT

Grantor:	North Block Spring Street Development LLC
<input type="checkbox"/> Additional on page _____	
Grantee:	City of Seattle
<input type="checkbox"/> Additional on page _____	
Legal Description (abbreviated):	LOTS 1, 4, 5, 6, 7 AND 8, BLOCK 52, A.A. DENNY'S EXTENSION TO TERRY'S 1ST ADD. VOL. 1, PG 86.
<input checked="" type="checkbox"/> Additional on:	<u>Exhibit A</u>
Assessor's Tax Parcel ID #:	1979200070, 1979200080, 1979200065, 1979200046, 1979200045
Reference Nos. of Documents Released or Assigned:	N/A

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT is executed this date in favor of the City of Seattle, a municipal corporation (“City”), by North Block Spring Street Development LLC, a Delaware limited liability company (“Owner”).

WHEREAS, on March 6, 2018, the Sustainability and Transportation Committee of the Seattle City Council held a public hearing on the vacation petition; and

WHEREAS, on March 26, 2018, the Seattle City Council granted preliminary approval of the vacation petition, subject to conditions; and

WHEREAS, Owner completed development activity authorized under the alley vacation approval before March 26, 2023;

WHEREAS, Owner is the current owner of the building and associated improvements (the “Property”) existing on the land legally described on Exhibit A attached hereto (the “Land”); and

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

NOW, THEREFORE, Owner covenants, bargains, and agrees on behalf of themselves, their successors, and assigns as follows:

Section 1. The conditions passed by the City Council on March 26, 2018 specified the following conditions of approval:

- 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. The project must be substantially in conformity with the proposal reviewed by the City Council.
- 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 the Seattle Department of Transportation through s Street Improvement Permit.
- C. A Property Use and Development Agreement, public access easement, or other binding mechanism shall be required to outline the design, use, maintenance, programming, and other obligations related to the private alley or woonerf proposed. Such agreement between Town Hall and North Block shall be completed prior to the issuance of the Certificate of

Occupancy for the North Block. The agreement relating to the private alley and access to the site is in addition to obligations related to public benefit features and shall also include the following provisions:

- The total width varies from 16 feet to 20 feet.
- Two-way vehicle traffic is accommodated, though the alley way will be signed as a south-bound one-way facility for vehicle traffic.
- A 5-foot wide elevated pedestrian sidewalk is located on the west side of the south half of the alley way, to facilitate pedestrian access up the existing slope of the site.
- Signage is provided at the Seneca Street entrance to the alley way indicating its vehicular use for loading/drop-off only.
- Signage is provided at the Spring Street entrance to the alley indicating no entry for vehicles.
- Special paving is provided in accordance with the Petitioner's proposal to the Design Commission.
- Bollards are installed along the Town Hall frontage of the alley way to protect pedestrian access to the west entrances of Town Hall.
- Pedestrian lighting is provided.

D. The utility issues shall be resolved to the full satisfaction of the affected utility prior to the approval of the final vacation ordinance. Prior to the commencement of any development activity on the site, the Petitioner shall work with the affected utilities and provide for the protection of 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. Utilities impacted may include:

- Enwave;
- Qwest/Century Link/Lumen; and
- Seattle City Light.

E. It is expected that development activity will commence within approximately 18 months of this approval and that development activity will be completed within 5 years. In order to ensure timely compliance with the conditions imposed by the City Council the Petitioner shall provide the Seattle Department of Transportation with Quarterly Reports, following Council approval of the vacation, providing an update on the development activity, schedule, and progress on meeting the conditions. The Petitioner shall not request or be issued a Final Certificate of Occupancy (C of O) for the project until SDOT has determined that all conditions have been satisfied and all fees have been paid as applicable.

- 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 various City codes and through regulatory review processes including SEPA.
- G. 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 these vacation public benefit features. 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. Signage clearly identifying public access and allowed free speech activities is 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 space, if any, on the site. Any violation of these conditions will be enforced through Chapter 15.90 of the Seattle Municipal Code.
- H. The Petitioner shall develop and maintain the public benefit elements as defined by the City Council. A Property Use and Development (PUDA) or other binding mechanism shall be required to ensure that the public benefit elements remain open and accessible to the public and shall establish the hours of public access for the various public benefit spaces, with temporary closures permitted for reasons such as maintenance, safety, or private functions and to outline future maintenance obligations of the improvements. Signage clearly identifying public access is 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.

The public benefit requirements include the following features as well as corresponding development standards, including approximate square footage dimensions, which shall be outlined in the PUDA:

Public Benefit	Description	Approximate Value	Code Req'd?
1. Public Plaza	<i>5,500 SF Public Plaza Open Space, includes: 2,500 SF special paving 1,105 SF terraced planting 2 existing trees preserved 3 new trees</i>	\$4,800,000	No

	<i>845 SF seating lawn 25 LF wood benches 200 SF wood platform Lighting-tree lights, pedestrian poles, bollard lights, bench lights, handrail lights</i>		
2. Town Hall Improvements	<i>Contribution for 3,000 SF of sidewalk improvements along Seneca Street + 8th Avenue 1,140 SF of new landscaping at south side of site 3,000 SF of Woonerf, includes special paving and bollards</i>	\$50,000 \$97,000 \$204,000	No
3. ROW Improvements	<i>Hubbell Place: 30 LF of underlit seating and pedestrian lights Seneca Street: 100 SF of special paving + 6 bike racks Spring Street: 145 SF of planting + 217 SF of special paving + 15 LF of underlit seating + 5 bike racks + pedestrian lights</i>	\$135,000	No
4. Freeway Park Connection	<i>Design contribution to intersection improvements Accessible curb ramp at northwest corner of Seneca and Hubbell</i>	\$25,000 \$10,000	No

- I. The replacement of any of the Public Benefits shall be of similar quality in design and materials as the original. Significant changes to the streetscape or the required Public Benefits shall require prior approval by the Seattle Department of Transportation. Modified features shall maintain a substantially similar quality and character to the existing required design features.

Section 2. The development project currently on-site, as implemented by Master Use Permit number 3023101-LU, as amended, and building permits 6578497-PH and 6603266-CN, has constructed the “Public Benefits” outlined in Section 1 in the following manner, and as depicted in Exhibit B. The following Public Benefits, as constructed, are acceptable to the City:

- A. The entrance of the alley from Seneca Street is 16 feet wide. The alley widens to 20 feet until mid-block where it constricts back to 16 feet between the two towers and exits onto Spring Street.
- B. Pedestrian sidewalks were constructed on both the West and East sides of the Southern portion of the alley between the two towers. The West sidewalk is 5 feet wide and 106 feet long. The East sidewalk is 5 feet 6 inches wide and 117 feet long.
- C. The Southern portion of the alley is finished with stamped concrete (1,760 SF of area). The Northern portion of the alley adjacent to Town Hall is finished with special sand set pavers (3,070 SF of area). On the pedestrian sidewalks flanking both sides of the Southern portion of the alley there is a combined 1,420 SF of special sand set paving. In the plaza there are 2,450 SF of sand set pavers. In total this accounts for a combined 6,940 SF of special paving.
- D. 26 bollards with integrated lighting were installed in the alley by Town Hall.
- E. Total plaza size is 5,477 SF.
- F. Two existing trees were preserved, and three new trees were planted within the public plaza.
- G. 1,111 SF of terraced planting was installed along Hubbell, Seneca, and in the Southeast corner of the public plaza.
- H. A seating lawn of 845 SF is provided in the public plaza.
- I. Three wood benches, accounting for 28 LF, are provided in the public plaza.
- J. A 125 SF wood platform was installed. One of the two wood platforms (along Seneca St) was removed over concerns the footings would impact the health of an existing tree within the public plaza. Instead of the platform, 35 SF of wood seating was provided adjacent to the original platform location.
- K. The following lights were installed in the public plaza:
 - a. Pedestrian Light Post (4)
 - b. Illuminated Handrail (35 LF)
 - c. Submersible LED (20 LF)
 - d. Recessed Floor Wash Light (6)
 - e. LED Underlit Benches (28 LF)
 - f. LED Strip Lighting (44 LF)
 - g. Lit Bollards (5)
 - h. Tree Lights (8)
- L. The following lights were installed in the right of way along Spring Street:
 - a. Light Pole (4)
 - b. LED Underlit Benches (16 LF)
- M. The following lights were installed in the right of way along 8th Street:
 - a. Light Pole (3)
 - b. LED Underlit Benches (16 LF)
- N. The following lights were installed in the right of way along Hubbell Place:
 - a. Light Pole (2)
 - b. LED Underlit Benches (32 LF)
- O. One Light Pole was installed in the right of way along Seneca Street.

- P. Two post mounted signs located in the alley at the Seneca Street entrance indicating southbound one-way vehicular access.
- Q. Two signs located in the alley mounted on bollards indicating southbound vehicular traffic only.
- R. Three 8 ½" x 11" signs located in the Northwest, Southwest, and South corners of the public plaza identifying public access and allowed free speech activities.
- S. One sign mounted to planter wall in the alley indicating loading and unloading only
- T. Two post mounted signs located in the alley at the Spring Street entrance indicating no entry and southbound one way vehicular access only.
- U. Provided \$65,000 financial contribution to Town Hall for sidewalk construction and \$8,838.75 to Town Hall for shoring. Total town hall sidewalk SF along 8th and Seneca Street is 3,470 SF and construction of the new sidewalk was completed by Town Hall's contractor in 2019.
- V. 1,105 SF of landscaping was provided along the South elevation of Town Hall. Landscaping elements are 120 feet long running East-West.
- W. Four wood benches with built in lighting, accounting for 30 LF, are provided in the right of way along Hubbell Place.
- X. Six bike racks were installed in the right of way to the West of the alley entrance along Seneca Street.
- Y. 260 SF of special paving was installed at the entrance to the alley in the sidewalk along Seneca Street.
- Z. The following was provided in the right of way along Spring Street:
 - a. 205 SF of planting
 - b. 494 SF of special paving on the East side of the alley exit
 - c. 543 SF of special paving on the West side of the alley exit
 - d. Two wood benches with integrated lighting accounting for 16 LF of seating
 - e. 12 bike racks
- AA. Project wide, six trees were preserved, one replaced due to health concerns, and 22 new trees were planted.
- BB. Traffic signal and illumination plan (SDCI #3023101 & SDOT Project #334353) was provided for striping, ramping, and signalization at the intersection of Hubbell Place and Seneca Street. Accommodated revised signalization power requirements during construction at the request of Seattle City Light and Seattle Department of Transportation.
- CC. New pedestrian striping across Seneca Street and Hubbell (three crossings in total) were provided.
- DD. Three ADA ramps were provided at the intersection of Hubbell Place and Seneca Street.
- EE. Pedestrian signalization was provided at the northern two corners of the intersection of Hubbell Place and Seneca Street.
- FF. The following improvements were not able to be completed at the intersection of Hubbell Place and Seneca Street since the area in question is controlled by WSDOT and therefore not governed by SDOT issued SIP:

- a. Two ADA ramps at the southern portion of the intersection of Hubbell Place and Seneca Street.
 - b. Pedestrian signalization at the southern two corners of the intersection of Hubbell Place and Seneca Street.
- GG. In lieu of ADA ramps and pedestrian signalization at the intersection of Hubbell Place and Seneca Street the following enhancements were provided in the right of way in coordination with the Madison BRT project:
- a. At the corner of 8th Ave and Spring Street
 - i. Restoration of two ADA ramps
 - ii. Added curb and asphalt grading at corner due to ramp installation
 - iii. Three handholes
 - iv. Five conduit runs stubbed into street and capped
 - v. Foundation block outs for future traffic signal, pedestrian pedestal, and pedestrian push button
 - b. At the corner of Hubbell Place and Spring Street
 - i. Three handholes
 - ii. Four conduit runs stubbed into street and capped
 - iii. Foundation block outs for two pedestrian push buttons

Section 3. A Memorandum of Understanding (“MOU”) between Town Hall and the Petitioner is attached to this PUDA as Exhibit C. The MOU is intended to be a living document and amended or modified with the assent of the parties to the MOU to ensure the parties work together regarding the operation of the public benefit plaza. A permanent access easement has also been executed between Petitioner and Town Hall and has been recorded (see King County Records No. 20221206000619).

Section 4. Owner shall have the reasonable right to temporarily close, obstruct, limit access, or establish temporary hours of public access to the Public Benefits areas for: (1) construction, provided that any removed or permanently closed areas shall be replaced by Owner to the satisfaction of the City before the area is removed or permanently closed; (2) maintenance and repair; (3) temporary use for private functions by Owner, tenants or other occupants of the Property and users of Town Hall; (4) the maintenance of or security for the development or persons using the development; (5) other circumstances beyond Owner’s control; or (6) as Owner reasonably deems necessary to comply with any applicable law, regulation or order.

Section 5. Owner may adopt reasonable rules and regulations regarding the use of and access to the Public Benefits. The rules and regulations shall be consistent with this Agreement. A summary of the current rules and regulations, if rules are adopted, shall be posted in several visible locations.

Section 6. Free speech activities such as passing out of leaflets or brochures, signature gathering, and individuals holding signs, all without physically obstructing access to the Property or to other adjacent amenity features, and without unreasonably interfering with the use and enjoyment of the Property, shall be allowed within the Public Benefit areas described in

this Agreement. Nothing herein allows the posting of signs, painting, graffiti or pasting signs or handbills onto any improvements on the Property. Owner may remove and dispose of any signs or other property left on the Property. While lawfully engaged in allowed activities that do not interfere with use and enjoyment of the Property by others, members of the public may not be asked to leave because of their involvement with the allowed activities. Any violation of this Section may be enforced through Chapter 23.90 of the Seattle Municipal Code. Signage to this effect, as required by the City Council's conditional approval, is posted on the Property.

Section 7. This Agreement may be amended or modified by agreement between Owner and the City; provided any such amendment, per Council rules, 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 8. Owner reserves the right to use the Public Benefits areas for any purpose which does not interfere with the public's use rights established hereunder, including but not limited to the right to use the areas as described in this Agreement for Owner's purposes (including the right to use the areas by Owner's tenants, subtenants and other occupants), and the right to grant easements, provided the easements are consistent with the public's use rights established hereunder.

Section 9. Nothing in this Agreement shall constitute a public dedication of any portion of the Property or the Land or impose any restriction on any part of the Property or the Land other than the areas designated for the Public Benefits.

Section 10. The legal description of the Land on which the Property is located is set forth in Exhibit A to this Agreement, which is incorporated into 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 11. This PUDA is made for the benefit of the City and the public. The City may institute and prosecute any proceeding at law or in equity to enforce this PUDA.

Section 12. If any covenant, condition, or restriction in this instrument or any portion is invalidated or voided, the invalidity or voidness shall in no way affect any other covenant, condition, or restriction.

Section 13. Upon the effective date of the vacation ordinance, Owner 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. Owner shall provide evidence of insurance to the City Risk Manager at the City's reasonable request.

Section 14. Owner covenants and agrees to defend, indemnify, and hold harmless the City of Seattle, its officials, officers, employees, and agents from all liabilities, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses, resulting from any actual or alleged bodily injury including death or actual or alleged damage to property arising out of or in connection with the use or occupation of the Public Benefits during the term of its 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 15. This Agreement shall be binding on Owner's successors and assigns. Owner and each future owner of the Property shall be bound to this Agreement only during the period of its ownership.

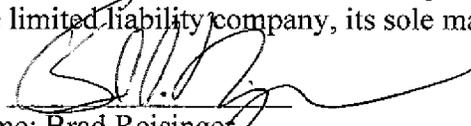
[Remainder of page intentionally left blank – Signature page follows]

DATED this 7 day of March, 2024.

NORTH BLOCK SPRING STREET DEVELOPMENT LLC,
a Delaware limited liability company

By: Lennar Multifamily BTC Venture GP Subsidiary, LLC,
a Delaware limited liability company, its manager

By: Lennar Multifamily BTC Venture Manager, LLC,
a Delaware limited liability company, its sole manager

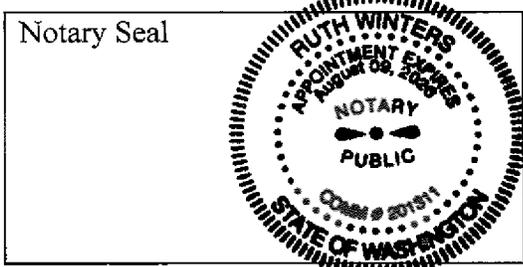
By: 
Name: Brad Reisinger
Title: Vice President

[Notary acknowledgement on attached page]

STATE OF WASHINGTON)
)SS.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Brad Reisinger is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Vice President of North Block Spring Street Development, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 7, 2024.



[Handwritten Signature]
(Signature of Notary)

Ruth Winters
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: August 09, 2026

EXHIBIT A

Legal Description of the Property

LOTS 1, 4, 5, 6, 7 AND 8, BLOCK 52, A. A. DENNY'S PLAT OF AN
EXTENSION TO TERRY'S 1ST ADDITION TO THE CITY OF SEATTLE,
ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS,
PAGE 86, IN KING COUNTY, WASHINGTON;

EXCEPT THOSE PORTIONS CONDEMNED FOR PRIMARY STATE HIGHWAY NO. 1
IN KING COUNTY SUPERIOR COURT CAUSE NO. 576017.

EXHIBIT B

Site Depiction of Public Benefit Areas

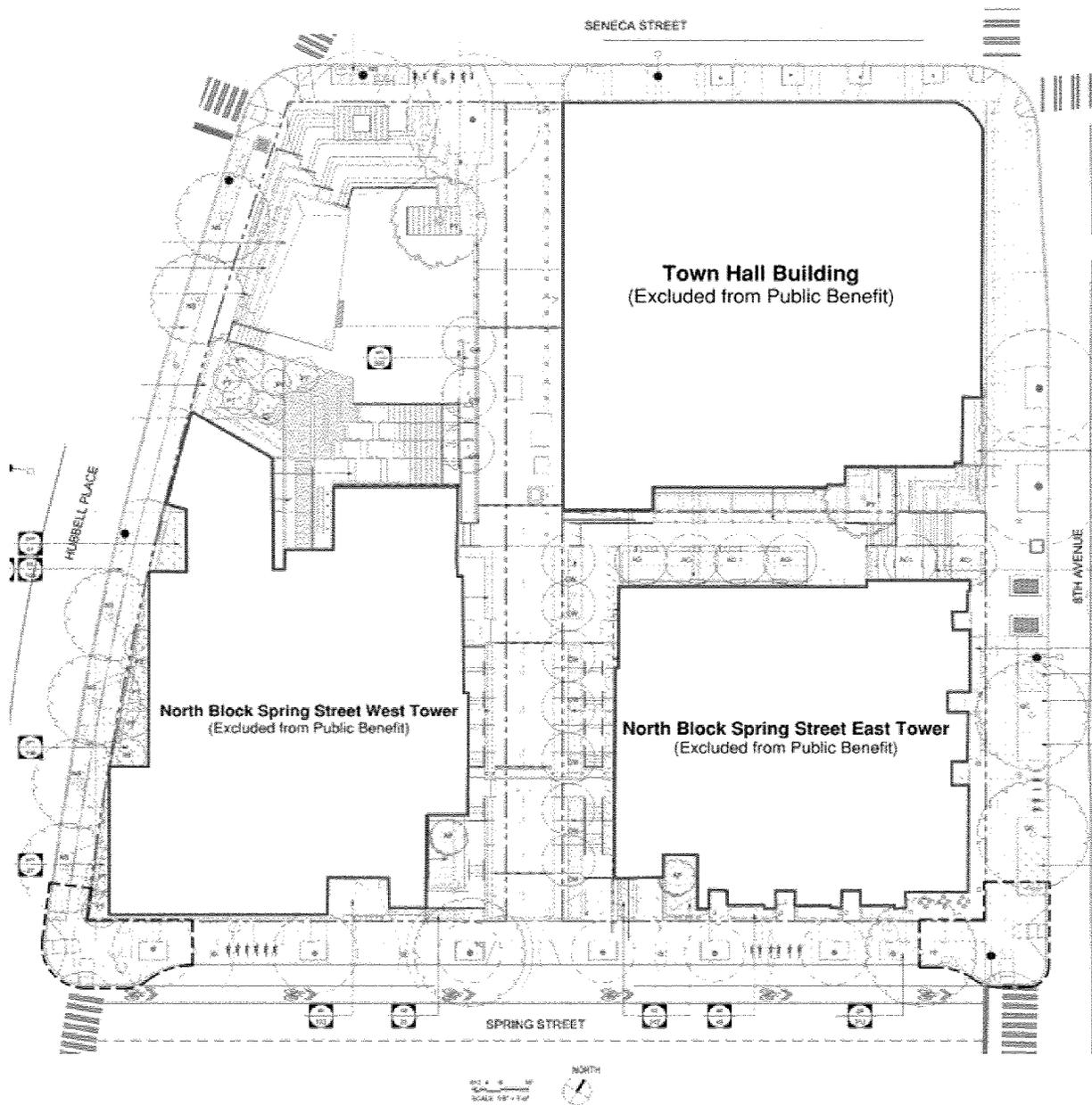


EXHIBIT C
MOU BETWEEN TOWN HALL AND PETITIONER

December 5, 2022

Mr. Wier Harman
Town Hall Association
1119 8th Ave
Seattle, WA 98101-2738

RE: Memorandum of Understanding – Operational Issues

Mr. Harman:

It has been a pleasure working with you and the Town Hall Association (“THA”) throughout the course of this project.

The intent of this Memorandum of Understanding (“MOU”) is to provide a broad outline of what each of our parties can expect as we collaborate to make the block a bright and vibrant part of the city.

1. **Permanent Access Agreement.** The PAA terms of agreement the entitlement phase but has yet to be executed. In general, it provides for the permanent access of the Town Hall building for purposes including but not limited to event loading and access for those requiring use of the elevator. The agreed form of the easement is attached. Ovation will provide a final legal description prior to recording.
2. **Use of the Plaza.** Per the terms of the Alley Vacation Ordinance, the Plaza is a “Free Speech Zone”, meaning that free speech that doesn’t impinge on the quiet use and enjoyment of others is protected and allowed at all times. The plaza is also designed and intended to be used by the neighborhood for passive and active events. Neighborhood groups may work with the Ovation property management group to organize events like farmers markets, book fairs, social gatherings, music events. Town Hall is welcome and encouraged to program events in the plaza. The management group’s principal function will be to try to minimize calendar conflicts among different functions and provide access (such as unlocking/removing bollards). It will not provide event coordination functions such as outdoor furniture rentals, staging or other logistics services. Events may be subject to a form agreement specifying the activity, duration, safety and insurance requirements as applicable.
3. **Joint Marketing.** Both parties intend to collaborate on signage facilitating Town Hall events and various Ovation resident functions. Town Hall and Ovation marketing personnel will be encouraged to work directly together to identify opportunities.

After six years, we’re finally getting to the good part. Looking forward to working with you all on this.

Sincerely,



Dan Shieder, Vice President



PERMANENT ACCESS EASEMENT AGREEMENT

When Recorded, Return to:

Stoel Rives LLP

600 University St, Suite 3600

Seattle, WA 98101

Attn: John S. Santa Lucia, Esq.

PERMANENT ACCESS EASEMENT AGREEMENT

Grantor: NORTH BLOCK SPRING STREET DEVELOPMENT LLC, a Washington limited liability company

Grantee: TOWN HALL ASSOCIATION, a Washington non-profit corporation

Legal Description of Grantor Property:

LOTS 1, 4, 5, 6, 7 AND 8, BLOCK 52, A.A. DENNY'S EXTENSION TO TERRY'S 1ST ADD. VOL. 1, PG 86.

Official Legal Description on Exhibit A.

Legal Description of Grantee Property:

LOTS 2 AND 3, BLOCK 52, A.A. DENNY'S EXTENSION TO TERRY'S 1ST ADD. VOL. 1, PG 86.

Official Legal Description on Exhibit B.

Assessor's Tax Parcel Account Number(s):

Grantor Property: 197920-0070; 197920-0080; 197920-0065; 197920-0046;
197920-0045

Grantee Property: 197920-0050

Reference Numbers of Documents Assigned or Released (if applicable): N/A

PERMANENT ACCESS EASEMENT AGREEMENT

THIS PERMANENT ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is made as of the 5th day of December, 2022 (the “**Effective Date**”), by and between NORTH BLOCK SPRING STREET DEVELOPMENT LLC, a Washington limited liability company (hereinafter “**Grantor**”) and TOWN HALL ASSOCIATION, a Washington non-profit corporation (hereinafter “**Grantee**”).

RECITALS:

WHEREAS, Grantee is the owner of the real property generally located at 1119 8th Avenue, Seattle, Washington, more particularly described on Exhibit A attached hereto (collectively, the “**Grantee Property**”) and the building located thereon (the “**Town Hall Building**”); and

WHEREAS, Grantor is the owner of the real property adjacent to the Grantee Property within the city block bounded by 8th Avenue, Spring Street, Hubbell Place and Seneca Street, Seattle, Washington, more particularly described on Exhibit B attached hereto (the “**Grantor Property**”); and

WHEREAS, Grantor agrees to grant to Grantee a permanent access easement over portions of the Grantor Property subject to the terms and provisions hereinafter contained.

NOW, THEREFORE, for non-monetary consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Grant of Access Easement. Grantor hereby grants to Grantee and Grantee’s employees, licensees, invitees, patrons, agents, contractors, subcontractors and workmen (collectively, the “**Grantee Parties**”), in favor of the Grantee Property, a non-exclusive, permanent access easement (the “**Easement**”) over the portion of the Grantor Property described on Exhibit C hereto and generally depicted on Exhibit D hereto (the “**Easement Area**”), for use by the Grantee Parties for purposes of equipment loading and unloading, patron drop-off and pick-up (limited primarily to mobility-impaired patrons as more specifically set forth herein), emergency egress, ingress and egress for provision of standard building services (such as trash pick-up), maintenance of improvements located on the Grantee Property, and the installation and maintenance of utilities servicing the Grantee Property (collectively, “**Permitted Uses**”), all subject to the rules and regulations set forth on Exhibit E hereto (which rules and regulations shall be subject to change by written agreement of Owner from time to time without necessity of modifying this Agreement) (the “**Rules and Regulations**”), which Rules and Regulations are intended to minimize both (a) vehicular access through the Easement Area for purposes other than the Permitted Uses, and (b) extended blockage of the Easement Area by vehicles using the Easement Area for the Permitted Uses. While the Permitted Uses shall include drop-off and pick-up of patrons other than those that are mobility-impaired, Grantee shall be obligated to take

reasonable measures to minimize use of the Easement Area by such other patrons, including, without limitation, the inclusion of appropriate language in all invitations and other materials disseminated or otherwise made available to Grantee Parties in connection with events scheduled at the Town Hall Building, in whatever format (i.e., printed, on websites, electronically transmitted, etc.) identifying access locations on the north and/or west sides of the Town Hall Building (i.e., the sides of the building facing Seneca Street and/or 8th Avenue) as the designated drop-off and pick-up locations for all patrons other than those that are mobility-impaired.

2. Maintenance of Easement Area; Grantor's Use of Easement Area. Grantor shall be obligated, at its sole cost and expense, to maintain the Easement Area in good condition and repair, ordinary wear and tear excepted, for its intended use by Grantor and use by the Grantee Parties as permitted by this Agreement; provided, however, that Grantee shall be solely responsible for prompt repair of the Easement Area in the event and to the extent of any damage thereto created or caused by the exercise of the Easement rights herein by any Grantee Party. Except for the installation, maintenance, restoration, repair and replacement of the improvements located on the Easement Area as of the Effective Date, Grantor shall not construct any improvements on the surface of the Easement Area that will materially impair the use of the Easement Area by the Grantee Parties for the Permitted Uses. In connection with any work that Grantor desires or is required to perform within the Easement Area, Grantor shall be obligated to endeavor in good faith to coordinate with Grantee (including provision of reasonably sufficient notice whenever practicable) with the goal of minimizing materially negative impact on use of the Easement Area by the Grantee Parties for the Permitted Uses (including, without limitation, minimizing impact on Owner's loading requirements for the Town Hall Building within the Easement Area as set forth in Exhibit F hereto). While use of the Easement Area by Grantor and its employees, licensees, invitees, patrons, agents, contractors, subcontractors and workmen (collectively, the "**Grantor Parties**") shall not otherwise be restricted except as expressly set forth herein, Grantor shall be obligated to take reasonable measures to minimize use of the Easement Area by Grantor Parties in a manner that materially impairs use of the Easement Area by the Grantee Parties for the Permitted Uses.

3. Consent of Mortgagees. Grantor hereby represents and warrants that it has obtained any required consent to the granting of the Easement from any mortgagee or other person which has an encumbrance registered against the Grantor Property, if any.

4. Insurance. Grantee covenants that for howsoever long this Agreement remains an encumbrance on the Grantor Property, Grantee shall obtain and maintain commercial general liability insurance naming Grantor as an additional insured, with such insurance providing a minimum coverage for claims of not less than \$2,000,000 per occurrence and \$5,000,000 general aggregate for bodily or personal injuries and/or property damage during the first ten (10) years of this Agreement, with such minimum coverage amounts to be increased on each tenth (10th) anniversary hereof by an amount not less than ten percent (10%). The commercial general liability insurance policy required of Grantee hereunder is intended to cover claims arising out of Grantee's agents', its general contractor's or its/their subcontractors' (and their respective agents', contractors', employees', licensees', lessees' and subcontractors') use of the Grantor Property under this

Agreement and shall be issued by reputable insurance companies authorized to do business in the State of Washington with A.M. Best ratings of at least A- VIII. Such commercial general liability insurance policy shall be issued as a primary and noncontributory policy only with respect to claims arising out of or related to the insured's and its agents', contractors', employees', licensees', lessees', or subcontractors' use of the Grantor Property under this Agreement. Grantee covenants to provide Grantor with a certificate of insurance confirming the existence of such coverage as of the date hereof, as of each tenth (10th) anniversary hereof, and from time to time in connection with any renewals or replacements of any such insurance policies maintained by Grantee.

5. Indemnity. Grantee shall defend, indemnify and hold harmless Grantor, its successors and assigns, and each of their respective employees, agents, representatives, contractors, licensees and invitees (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, losses, liabilities, damages, actions, proceedings, expenses and costs (including reasonable attorneys' fees) caused by (a) Grantee's breach of this Agreement, (b) the exercise of the Easement or other rights hereunder by any of the Grantee Parties or (c) negligence, willful misconduct or fraud on the part of any of the Grantee Parties; provided, however, the Indemnified Parties shall not be indemnified to the extent that any such claims, demands, losses, liabilities, damages, actions, proceedings, expenses and costs are suffered or incurred by the Indemnified Parties as a result of the gross negligence or willful misconduct of the Indemnified Parties. If and to the extent that this Agreement is subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss or expense arises from the concurrent negligence of the Indemnified Parties and the Grantee Parties, Grantee's obligations of indemnity under this Section shall be effective only to the extent of the negligence of the Grantee Parties and in no event shall the Indemnified Parties be indemnified against the sole negligence of the Indemnified Parties or their agents. **SOLELY FOR THE PURPOSE OF EFFECTUATING THE INDEMNIFICATION OBLIGATIONS HEREUNDER, AND NOT FOR THE BENEFIT OF THEIR EMPLOYEES OR ANY THIRD PARTIES, EACH PARTY SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER APPLICABLE FEDERAL, STATE OR LOCAL WORKER COMPENSATION ACTS OR OTHER EMPLOYEE BENEFIT ACTS, INCLUDING WITHOUT LIMITATION THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW.** The parties acknowledge that the foregoing waiver has been specifically and mutually negotiated between the parties.

6. Notices. Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent by certified mail, facsimile, E-mail, hand delivery or overnight courier to the appropriate parties as follows:

Grantor: c/o Quarterra Multifamily Communities, LLC
1325 Fourth Ave., Suite 1300
Seattle, WA 98104
Attention: Brad Reisinger

Facsimile: (206) 826-0422

E-mail: brad.reisinger@quarterra.com

with a copy to:

Stoel Rives LLP

600 University St, Suite 3600

Seattle, WA 98101

Attn: John S. Santa Lucia, Esq.

Facsimile: (206) 386-7620

E-mail: john.santalucia@stoel.com

Grantee:

Town Hall Association

1119 8th Ave

Seattle, WA 98101-2738

Attn: Wier Harman, Executive Director

Fax No.: (206) 622-7673

Email: wier.harman@townhallseattle.org

with a copy to:

Hillis Clark Martin & Peterson P.S.

999 Third Avenue, Suite 4600

Seattle, WA 98104

Attn: D. Christian Addicott

Email: chris.addicott@hcmp.com

Any notice required or permitted to be delivered in connection with this Agreement shall be deemed to be received: (a) if given by certified mail, three (3) business days after when deposited in the mail, postage prepaid, return receipt requested; (b) if given by facsimile or E-mail transmission, upon the date and time of such transmission as evidenced by the sender's telecopy machine confirmation sheet or E-mail delivery confirmation; (c) if given by hand delivery, when such notice is received by the party to whom it is addressed; or (d) if given by an overnight courier service, the day after when deposited with such courier if the service elected is next day delivery,

otherwise two (2) days after deposit with such courier. Any party shall have the right to change its address by giving five (5) days' prior written notice to the other party.

7. Recorded Encumbrance: Further Assurances. The parties hereby acknowledge and confirm that this Agreement shall be recorded against the title of the Grantor Property and the parties agree to execute, at the request and expense of the other, any further documents or assurances as may be reasonably required in order to give effect to the foregoing provisions of this Agreement.

8. Successors and Assigns. This Agreement and all benefits, rights, covenants and obligations herein contained shall run with the land and shall respectively inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect, and performance.

10. Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

11. Authority. Each party hereby represents and warrants to the other that (i) it has the full power and authority necessary to enter into this Agreement and, in the case of Grantor, to grant and convey the Easement; (ii) the individual(s) signing this Agreement on its behalf have the authority to bind the party and to enter into this Agreement; and (iii) it has taken all required action(s) to legally authorize the execution, delivery and performance of this Agreement. Each party shall indemnify, defend and hold the other harmless from any and all damages, losses, expenses, attorney's fees and costs arising out of any breach of the foregoing representations and warranties.

12. Remedies. If any Party fails to comply with any provision herein (the "**Defaulting Party**"), then unless such default shall have been cured within ten (10) days of such Defaulting Party's receipt of written notice specifying the nature of such default from the other Party (the "**Non-Defaulting Party**"), or such longer period as may be necessary to cure such default in the event such Defaulting Party commences such cure within such ten (10) day period and thereafter diligently prosecutes such cure to completion within no more than thirty (30) days from receipt of such notice, the Non-Defaulting Party may exercise any remedies to which the Non-Defaulting Party may be entitled to in law or at equity including the right to sue to specifically enforce the terms, covenants and/or conditions set forth in this Agreement. In the event that any lawsuit or other proceeding is brought to enforce any of the terms hereof, the prevailing Party shall be entitled to recover its costs and expenses incurred in connection with such action or proceeding (including any appeals therefrom) from the non-prevailing Party, including reasonable attorneys' and court fees and costs.

13. Time is of the Essence. Time shall be of the essence with respect to this Agreement.

14. Severability. . If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable by a court of competent jurisdiction, such provision shall be stricken and the remainder of this Agreement shall nonetheless remain in full force and effect unless striking such provision shall materially alter the intention of the parties.

15. Waiver. No waiver of any right under this Agreement shall be effective unless contained in a writing signed by a duly authorized officer or representative of the party sought to be charged with the waiver and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future right or of any other right arising under this Agreement.

16. Entire Agreement. This Agreement and the exhibits attached hereto constitute the final and complete agreement and supersede all prior correspondence or agreements between the parties relating to the subject matter hereof. This Agreement cannot be modified other than by written agreement executed by a duly authorized officer or representative of Grantor and Grantee.

[Signatures on following page]

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement as of the date first above-noted.

GRANTOR:

**NORTH BLOCK SPRING STREET DEVELOPMENT
LLC, a Washington limited liability company**

By: 
Name: Brad A Reisinger
Title: Vice President

GRANTEE:

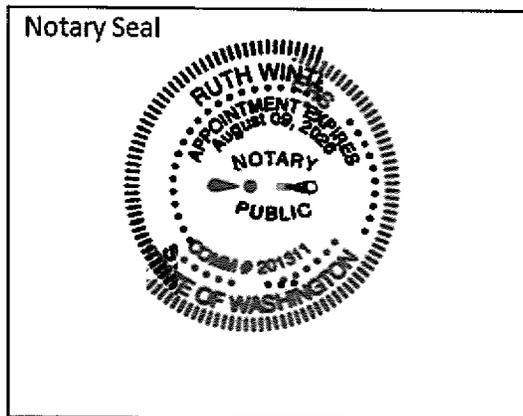
**TOWN HALL ASSOCIATION, a Washington non-profit
corporation**

By: 
Name: Nick Harman
Title: Executive Director

STATE OF WASHINGTON)
)SS.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Brad Reisinger is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Vice President of North Block Spring Street Development, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: November 17th, 2017.



[Handwritten Signature]

(Signature of Notary)

Ruth Winters

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Washington

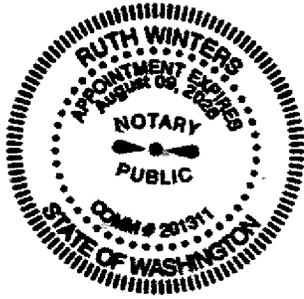
My appointment expires: August 09, 2026

STATE OF WASHINGTON)
)SS.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Weer Harman is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive Director of Town Hall Association, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: Dec 5, 2022.

Notary Seal



[Handwritten Signature]

(Signature of Notary)

Ruth Winters

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Washington

My appointment expires: August 09, 2026

EXHIBIT A

Legal Description of the Grantee Property

LOTS 2 AND 3 BLOCK 52, A. A. DENNY'S PLAT OF AN EXTENSION TO
TERRY'S 1ST ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 86, IN KING
COUNTY, WASHINGTON;

EXHIBIT B

Legal Description of the Grantor Property

LOTS 1, 4, 5, 6, 7 AND 8, BLOCK 52, A. A. DENNY'S PLAT OF AN
EXTENSION TO TERRY'S 1ST ADDITION TO THE CITY OF SEATTLE,
ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS,
PAGE 86, IN KING COUNTY, WASHINGTON;

EXCEPT THOSE PORTIONS CONDEMNED FOR PRIMARY STATE HIGHWAY NO. 1
IN KING COUNTY SUPERIOR COURT CAUSE NO. 576017.

EXHIBIT C

Legal Description of the Easement Area

THAT PORTION OF ALLEY AND LOTS 1, 2, 3, 4, 5, 6 AND 8, BLOCK 52, EXTENSION TO TERRY'S 1ST ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 86, RECORDS OF KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, THENCE NORTH 59°24'00" EAST ALONG THE SOUTHERLY RIGHT OF WAY MARGIN OF SENECA STREET, A DISTANCE OF 0.09 FEET;
THENCE DEPARTING SAID RIGHT OF WAY MARGIN SOUTH 30°37'57" EAST, A DISTANCE OF 130.32 FEET;
THENCE SOUTH 59°23'34" WEST, A DISTANCE OF 3.22 FEET;
THENCE SOUTH 30°36'26" EAST, A DISTANCE OF 109.85 FEET TO THE SOUTHWESTERLY EXTENSION OF THE SOUTH LINE OF LOT 7 OF SAID PLAT;
THENCE SOUTH 59°22'52" WEST, ALONG SAID EXTENSION AND THE SOUTHERLY LOT LINE OF SAID LOT 8, A DISTANCE OF 16.00 FEET;
THENCE DEPARTING THE SOUTH LINE OF SAID LOT 8, NORTH 30°36'26" WEST, A DISTANCE OF 109.85 FEET;
THENCE SOUTH 59°23'34" WEST, A DISTANCE OF 4.94 FEET;
THENCE NORTH 30°38'15" WEST, A DISTANCE OF 111.90 FEET;
THENCE NORTH 59°23'34" EAST, A DISTANCE OF 4.17 FEET;
THENCE NORTH 30°36'26" WEST, A DISTANCE OF 18.41 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF SENECA STREET, ALSO BEING THE NORTHERLY LINE OF SAID LOT 1;
THENCE NORTH 59°24'00" EAST, ALONG SAID LINE, A DISTANCE OF 19.91 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING AN AREA OF 4,830 SQUARE FEET OR 0.1109 ACRES, MORE OR LESS;

SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.

EXHIBIT D

Depiction of the Easement Area

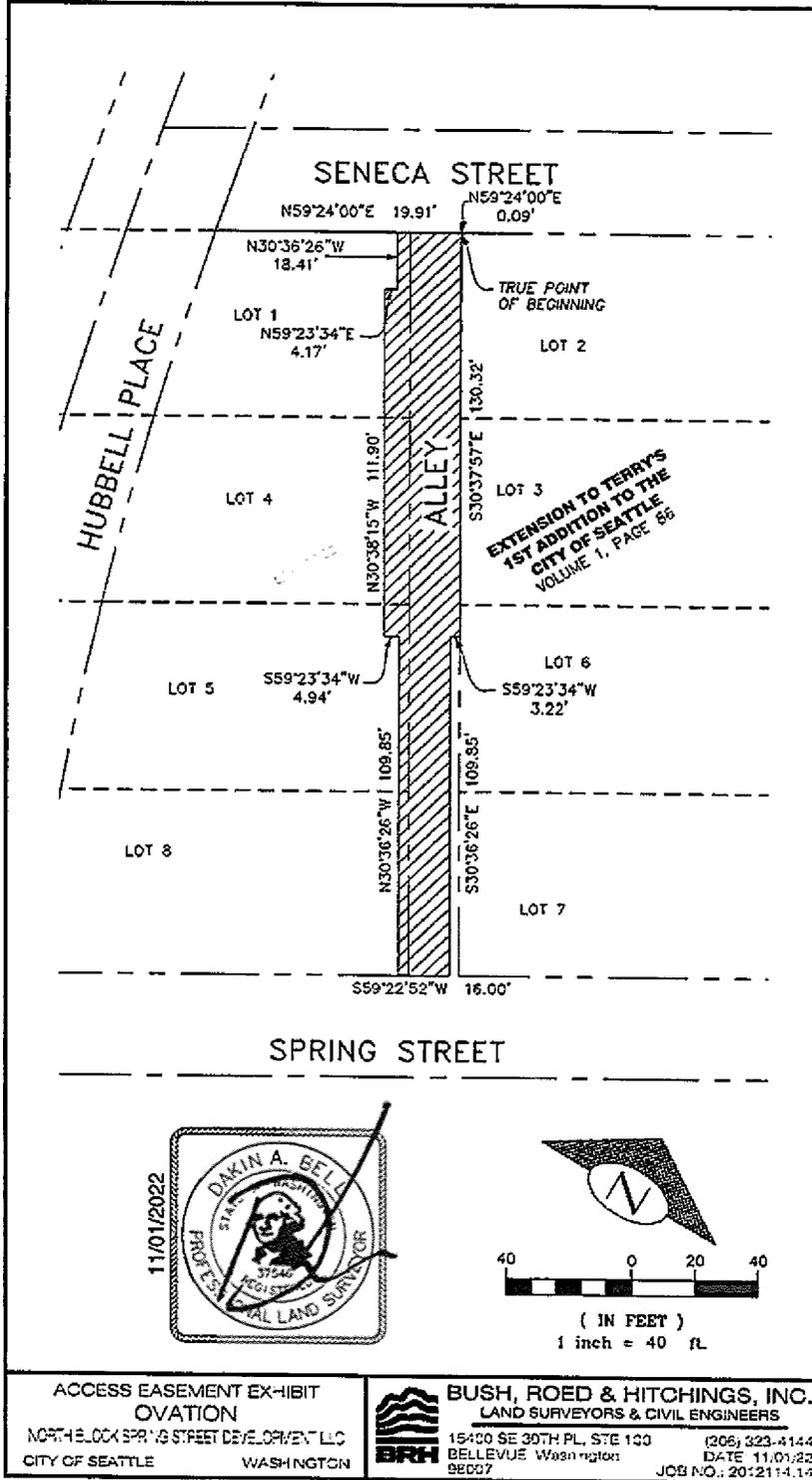


EXHIBIT E

Rules and Regulations for Use of Easement Area

1. Grantee Parties shall keep Easement Area in good order and in a neat and clean condition in connection with the exercise of its Permitted Uses.
2. Grantee Parties shall not deposit garbage, trash or yard waste within the Easement Area. Containers for garbage and trash may not be placed within the Easement Area, except within four hours of a scheduled pickup time.
3. Grantee Parties shall not display signs, post marketing materials or playbills, employ human directional or other directional devices, nor permit other parties to do so, within the Easement Area without the prior consent of the Grantor.
4. Grantee shall not install wiring for electrical or telephone installation, television antennae, machines, or air conditioning units, etc., upon the exterior of the Town Hall Building which protrude into the Easement Area except as authorized in writing by Grantor. Grantee will not conduct any construction or maintenance operations which generate noise, dust or debris which may interfere with Grantor's use of the Easement area or Grantor's use of its property except as authorized in writing by Grantor.
5. Grantee Parties shall not place furniture, packages, plants, statuary objects, or other articles of any kind within the Easement Area except in connection with loading and unloading activities.
6. Vehicles improperly parked by Grantee Parties within the Easement Area may be towed at the Grantee's expense. No vehicle repairs, oil changes or washing of vehicles may be performed within the Easement Area. Without limitation, improperly parked vehicles will include those parked for more than two hours with no evidence of load or unloading activity.
7. The use of musical instruments, radios, televisions, and amplifiers are not permitted in the Easement Area, except as specifically permitted by Grantor.
8. Grantee Parties are prohibited from engaging in the following conduct, behavior, activities, and/or practices:
 - o Criminal or illegal activity, including delivering, manufacturing, and/or possessing a controlled substance or drug paraphernalia;
 - o Smoking or use of alcohol within the Easement Area;
 - o Loud or obnoxious behavior, nor any use that is contrary to the quiet use and enjoyment of the Grantor Parties, including disturbing or threatening the comfort of Grantor Parties;
 - o Disrupting business operations;
 - o Engaging in or threatening violence;
 - o Possessing a weapon in violation of state law;
 - o Discharging a firearm on Grantor Property;
 - o Displaying or possessing a weapon in a way that may alarm others;

- Tampering with utilities or telecommunications;
- Bringing hazardous material into the Grantor Property; and/or
- Injuring Grantor's reputation through bad faith allegations.

9. No activities that are inherently hazardous or dangerous shall be permitted within the Easement Area.

EXHIBIT F

Grantee Loading Requirements

There are two categories of vehicular access and building loading described below: patrons attending events, and freight/equipment loading. In connection with all vehicular access and building loading activities, no vehicles shall be left unattended within the Easement Area, and no materials or other obstructions may be stored in the Easement Area, in each case except in connection with the immediate loading and unloading of patrons and/or freight/equipment.

Patron Loading

Schedule:

- Events occur every day (including weekends)
- Patron loading occurs before and after programs, typically 45 minutes prior to programs and 30 minutes following programs. Typical program times are Mon-Fri 7:30-9pm and Sat/Sun 1- 3 pm and 7-10 pm.
- Vehicular access is primarily limited to mobility impaired patrons, a small subset of the total audience for a given event.

Equipment/Freight Loading

Schedule:

- Loading occurs every day (including weekends)
- THA hosts 400+ events annually, each with its own loading needs
- Unloading for daytime events can occasionally begin as early as 7am.
- Loading following nighttime events can occasionally go as late as midnight.
- The most frequent loading time is between 5:00-6:30pm.

Duration:

- A truck may be required to be parked adjacent to the Town Hall building entrance on the Alley for 1/2 hour to 2 hours depending on scale of event and equipment required.

Truck Size:

- 12'-0" foot and 24'-0" foot box trucks are most typical.
- Vans and small vehicles are also used for miscellaneous items.

Logistics:

- At a minimum, a 35'-0" portion of the Alley adjacent to the Town Hall entrance should be level to the extent practicable to accommodate safe loading.
- Trucks must be able to pull all the way through the Alley. Backing out of the Alley into the bus stop zone on Seneca would be incredibly difficult for most trucks. The frequency of this would be problematic, and would generate a lot of

neighborhood complaints.

- The finish Alley surface should have non-slip texture, but be able to easily move dollies full of heavy equipment without difficulty.

Safety:

- There should be sufficient width within the Alley for a car to safely pass a truck with a crew handling heavy objects at the 35'-0" portion of the Alley adjacent to the Town Hall entrance.

Instrument Number: 20221206000619 Document:AG Rec: \$203.50 Page-1 of 18
Record Date:12/6/2022 3:05 PM
Electronically Recorded King County, WA

PERMANENT ACCESS EASEMENT AGREEMENT

When Recorded, Return to:

Stoel Rives LLP

600 University St, Suite 3600

Seattle, WA 98101

Attn: John S. Santa Lucia, Esq.

PERMANENT ACCESS EASEMENT AGREEMENT

Grantor: NORTH BLOCK SPRING STREET DEVELOPMENT LLC, a Washington limited liability company

Grantee: TOWN HALL ASSOCIATION, a Washington non-profit corporation

Legal Description of Grantor Property:

LOTS 1, 4, 5, 6, 7 AND 8, BLOCK 52, A.A. DENNY'S EXTENSION TO TERRY'S 1ST ADD. VOL. 1, PG 86.

Official Legal Description on Exhibit A.

Legal Description of Grantee Property:

LOTS 2 AND 3, BLOCK 52, A.A. DENNY'S EXTENSION TO TERRY'S 1ST ADD. VOL. 1, PG 86.

Official Legal Description on Exhibit B.

Assessor's Tax Parcel Account Number(s):

Grantor Property: 197920-0070; 197920-0080; 197920-0065; 197920-0046;
197920-0045

Grantee Property: 197920-0050

Reference Numbers of Documents Assigned or Released (if applicable): N/A

PERMANENT ACCESS EASEMENT AGREEMENT

THIS PERMANENT ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of the 5th day of December, 2022 (the "Effective Date"), by and between NORTH BLOCK SPRING STREET DEVELOPMENT LLC, a Washington limited liability company (hereinafter "Grantor") and TOWN HALL ASSOCIATION, a Washington non-profit corporation (hereinafter "Grantee").

RECITALS:

WHEREAS, Grantee is the owner of the real property generally located at 1119 8th Avenue, Seattle, Washington, more particularly described on Exhibit A attached hereto (collectively, the "Grantee Property") and the building located thereon (the "Town Hall Building"); and

WHEREAS, Grantor is the owner of the real property adjacent to the Grantee Property within the city block bounded by 8th Avenue, Spring Street, Hubbell Place and Seneca Street, Seattle, Washington, more particularly described on Exhibit B attached hereto (the "Grantor Property"); and

WHEREAS, Grantor agrees to grant to Grantee a permanent access easement over portions of the Grantor Property subject to the terms and provisions hereinafter contained.

NOW, THEREFORE, for non-monetary consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Grant of Access Easement. Grantor hereby grants to Grantee and Grantee's employees, licensees, invitees, patrons, agents, contractors, subcontractors and workmen (collectively, the "Grantee Parties"), in favor of the Grantee Property, a non-exclusive, permanent access easement (the "Easement") over the portion of the Grantor Property described on Exhibit C hereto and generally depicted on Exhibit D hereto (the "Easement Area"), for use by the Grantee Parties for purposes of equipment loading and unloading, patron drop-off and pick-up (limited primarily to mobility-impaired patrons as more specifically set forth herein), emergency egress, ingress and egress for provision of standard building services (such as trash pick-up), maintenance of improvements located on the Grantee Property, and the installation and maintenance of utilities servicing the Grantee Property (collectively, "Permitted Uses"), all subject to the rules and regulations set forth on Exhibit E hereto (which rules and regulations shall be subject to change by written agreement of Owner from time to time without necessity of modifying this Agreement) (the "Rules and Regulations"), which Rules and Regulations are intended to minimize both (a) vehicular access through the Easement Area for purposes other than the Permitted Uses, and (b) extended blockage of the Easement Area by vehicles using the Easement Area for the Permitted Uses. While the Permitted Uses shall include drop-off and pick-up of patrons other than those that are mobility-impaired, Grantee shall be obligated to take

reasonable measures to minimize use of the Easement Area by such other patrons, including, without limitation, the inclusion of appropriate language in all invitations and other materials disseminated or otherwise made available to Grantee Parties in connection with events scheduled at the Town Hall Building, in whatever format (i.e., printed, on websites, electronically transmitted, etc.) identifying access locations on the north and/or west sides of the Town Hall Building (i.e., the sides of the building facing Seneca Street and/or 8th Avenue) as the designated drop-off and pick-up locations for all patrons other than those that are mobility-impaired.

2. Maintenance of Easement Area; Grantor's Use of Easement Area. Grantor shall be obligated, at its sole cost and expense, to maintain the Easement Area in good condition and repair, ordinary wear and tear excepted, for its intended use by Grantor and use by the Grantee Parties as permitted by this Agreement; provided, however, that Grantee shall be solely responsible for prompt repair of the Easement Area in the event and to the extent of any damage thereto created or caused by the exercise of the Easement rights herein by any Grantee Party. Except for the installation, maintenance, restoration, repair and replacement of the improvements located on the Easement Area as of the Effective Date, Grantor shall not construct any improvements on the surface of the Easement Area that will materially impair the use of the Easement Area by the Grantee Parties for the Permitted Uses. In connection with any work that Grantor desires or is required to perform within the Easement Area, Grantor shall be obligated to endeavor in good faith to coordinate with Grantee (including provision of reasonably sufficient notice whenever practicable) with the goal of minimizing materially negative impact on use of the Easement Area by the Grantee Parties for the Permitted Uses (including, without limitation, minimizing impact on Owner's loading requirements for the Town Hall Building within the Easement Area as set forth in Exhibit F hereto). While use of the Easement Area by Grantor and its employees, licensees, invitees, patrons, agents, contractors, subcontractors and workmen (collectively, the "**Grantor Parties**") shall not otherwise be restricted except as expressly set forth herein, Grantor shall be obligated to take reasonable measures to minimize use of the Easement Area by Grantor Parties in a manner that materially impairs use of the Easement Area by the Grantee Parties for the Permitted Uses.

3. Consent of Mortgagees. Grantor hereby represents and warrants that it has obtained any required consent to the granting of the Easement from any mortgagee or other person which has an encumbrance registered against the Grantor Property, if any.

4. Insurance. Grantee covenants that for howsoever long this Agreement remains an encumbrance on the Grantor Property, Grantee shall obtain and maintain commercial general liability insurance naming Grantor as an additional insured, with such insurance providing a minimum coverage for claims of not less than \$2,000,000 per occurrence and \$5,000,000 general aggregate for bodily or personal injuries and/or property damage during the first ten (10) years of this Agreement, with such minimum coverage amounts to be increased on each tenth (10th) anniversary hereof by an amount not less than ten percent (10%). The commercial general liability insurance policy required of Grantee hereunder is intended to cover claims arising out of Grantee's agents', its general contractor's or its/their subcontractors' (and their respective agents', contractors', employees', licensees', lessees' and subcontractors') use of the Grantor Property under this

Agreement and shall be issued by reputable insurance companies authorized to do business in the State of Washington with A.M. Best ratings of at least A- VIII. Such commercial general liability insurance policy shall be issued as a primary and noncontributory policy only with respect to claims arising out of or related to the insured's and its agents', contractors', employees', licensees', lessees', or subcontractors' use of the Grantor Property under this Agreement. Grantee covenants to provide Grantor with a certificate of insurance confirming the existence of such coverage as of the date hereof, as of each tenth (10th) anniversary hereof, and from time to time in connection with any renewals or replacements of any such insurance policies maintained by Grantee.

5. Indemnity. Grantee shall defend, indemnify and hold harmless Grantor, its successors and assigns, and each of their respective employees, agents, representatives, contractors, licensees and invitees (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, losses, liabilities, damages, actions, proceedings, expenses and costs (including reasonable attorneys' fees) caused by (a) Grantee's breach of this Agreement, (b) the exercise of the Easement or other rights hereunder by any of the Grantee Parties or (c) negligence, willful misconduct or fraud on the part of any of the Grantee Parties; provided, however, the Indemnified Parties shall not be indemnified to the extent that any such claims, demands, losses, liabilities, damages, actions, proceedings, expenses and costs are suffered or incurred by the Indemnified Parties as a result of the gross negligence or willful misconduct of the Indemnified Parties. If and to the extent that this Agreement is subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss or expense arises from the concurrent negligence of the Indemnified Parties and the Grantee Parties, Grantee's obligations of indemnity under this Section shall be effective only to the extent of the negligence of the Grantee Parties and in no event shall the Indemnified Parties be indemnified against the sole negligence of the Indemnified Parties or their agents. **SOLELY FOR THE PURPOSE OF EFFECTUATING THE INDEMNIFICATION OBLIGATIONS HEREUNDER, AND NOT FOR THE BENEFIT OF THEIR EMPLOYEES OR ANY THIRD PARTIES, EACH PARTY SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER APPLICABLE FEDERAL, STATE OR LOCAL WORKER COMPENSATION ACTS OR OTHER EMPLOYEE BENEFIT ACTS, INCLUDING WITHOUT LIMITATION THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW.** The parties acknowledge that the foregoing waiver has been specifically and mutually negotiated between the parties.

6. Notices. Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent by certified mail, facsimile, E-mail, hand delivery or overnight courier to the appropriate parties as follows:

Grantor: c/o Quarterra Multifamily Communities, LLC
1325 Fourth Ave., Suite 1300
Seattle, WA 98104
Attention: Brad Reisinger

Facsimile: (206) 826-0422

E-mail: brad.reisinger@quarterra.com

with a copy to:

Stoel Rives LLP

600 University St, Suite 3600

Seattle, WA 98101

Attn: John S. Santa Lucia, Esq.

Facsimile: (206) 386-7620

E-mail: john.santalucia@stoel.com

Grantee:

Town Hall Association

1119 8th Ave

Seattle, WA 98101-2738

Attn: Wier Harman, Executive Director

Fax No.: (206) 622-7673

Email: wier.harman@townhallseattle.org

with a copy to:

Hillis Clark Martin & Peterson P.S.

999 Third Avenue, Suite 4600

Seattle, WA 98104

Attn: D. Christian Addicott

Email: chris.addicott@hcmp.com

Any notice required or permitted to be delivered in connection with this Agreement shall be deemed to be received: (a) if given by certified mail, three (3) business days after when deposited in the mail, postage prepaid, return receipt requested; (b) if given by facsimile or E-mail transmission, upon the date and time of such transmission as evidenced by the sender's telecopy machine confirmation sheet or E-mail delivery confirmation; (c) if given by hand delivery, when such notice is received by the party to whom it is addressed; or (d) if given by an overnight courier service, the day after when deposited with such courier if the service elected is next day delivery,

otherwise two (2) days after deposit with such courier. Any party shall have the right to change its address by giving five (5) days' prior written notice to the other party.

7. Recorded Encumbrance; Further Assurances. The parties hereby acknowledge and confirm that this Agreement shall be recorded against the title of the Grantor Property and the parties agree to execute, at the request and expense of the other, any further documents or assurances as may be reasonably required in order to give effect to the foregoing provisions of this Agreement.

8. Successors and Assigns. This Agreement and all benefits, rights, covenants and obligations herein contained shall run with the land and shall respectively inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect, and performance.

10. Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

11. Authority. Each party hereby represents and warrants to the other that (i) it has the full power and authority necessary to enter into this Agreement and, in the case of Grantor, to grant and convey the Easement; (ii) the individual(s) signing this Agreement on its behalf have the authority to bind the party and to enter into this Agreement; and (iii) it has taken all required action(s) to legally authorize the execution, delivery and performance of this Agreement. Each party shall indemnify, defend and hold the other harmless from any and all damages, losses, expenses, attorney's fees and costs arising out of any breach of the foregoing representations and warranties.

12. Remedies. If any Party fails to comply with any provision herein (the "**Defaulting Party**"), then unless such default shall have been cured within ten (10) days of such Defaulting Party's receipt of written notice specifying the nature of such default from the other Party (the "**Non-Defaulting Party**"), or such longer period as may be necessary to cure such default in the event such Defaulting Party commences such cure within such ten (10) day period and thereafter diligently prosecutes such cure to completion within no more than thirty (30) days from receipt of such notice, the Non-Defaulting Party may exercise any remedies to which the Non-Defaulting Party may be entitled to in law or at equity including the right to sue to specifically enforce the terms, covenants and/or conditions set forth in this Agreement. In the event that any lawsuit or other proceeding is brought to enforce any of the terms hereof, the prevailing Party shall be entitled to recover its costs and expenses incurred in connection with such action or proceeding (including any appeals therefrom) from the non-prevailing Party, including reasonable attorneys' and court fees and costs.

13. Time is of the Essence. Time shall be of the essence with respect to this Agreement.

14. Severability. . If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable by a court of competent jurisdiction, such provision shall be stricken and the remainder of this Agreement shall nonetheless remain in full force and effect unless striking such provision shall materially alter the intention of the parties.

15. Waiver. No waiver of any right under this Agreement shall be effective unless contained in a writing signed by a duly authorized officer or representative of the party sought to be charged with the waiver and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future right or of any other right arising under this Agreement.

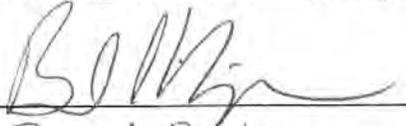
16. Entire Agreement. This Agreement and the exhibits attached hereto constitute the final and complete agreement and supersede all prior correspondence or agreements between the parties relating to the subject matter hereof. This Agreement cannot be modified other than by written agreement executed by a duly authorized officer or representative of Grantor and Grantee.

[Signatures on following page]

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement as of the date first above-noted.

GRANTOR:

**NORTH BLOCK SPRING STREET DEVELOPMENT
LLC, a Washington limited liability company**

By: 
Name: Brad A. Persinger
Title: Vice President

GRANTEE:

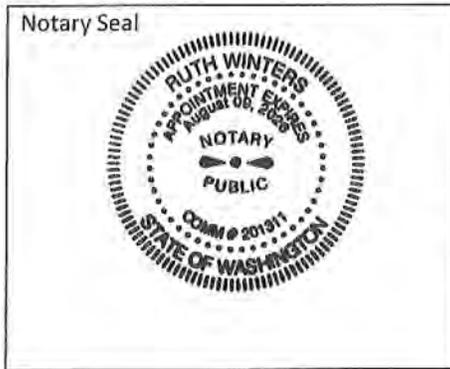
**TOWN HALL ASSOCIATION, a Washington non-profit
corporation**

By: 
Name: Wier Harman
Title: Executive Director

STATE OF WASHINGTON)
)SS.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Brad Reisinger is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Vice President of North Block Spring Street Development, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: November 17th, 2017.

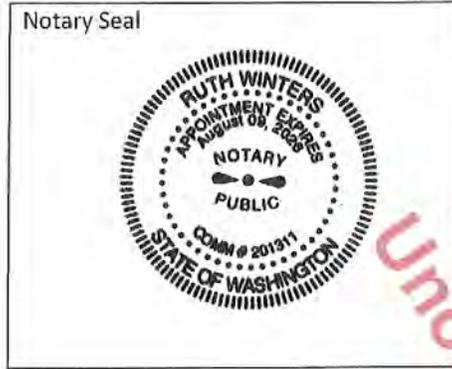


[Handwritten Signature]
(Signature of Notary)
Ruth Winters
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: August 09, 2026

STATE OF WASHINGTON)
)SS.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Walter Harman is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive Director of Town Hall Association, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: Dec 5, 2022.





(Signature of Notary)

Ruth Winters

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Washington

My appointment expires: August 09, 2026

Unofficial Copy

EXHIBIT A

Legal Description of the Grantee Property

LOTS 2 AND 3 BLOCK 52, A. A. DENNY'S PLAT OF AN EXTENSION TO TERRY'S 1ST ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 86, IN KING COUNTY, WASHINGTON;

Unofficial Copy

EXHIBIT B

Legal Description of the Grantor Property

LOTS 1, 4, 5, 6, 7 AND 8, BLOCK 52, A. A. DENNY'S PLAT OF AN
EXTENSION TO TERRY'S 1ST ADDITION TO THE CITY OF SEATTLE,
ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS,
PAGE 86, IN KING COUNTY, WASHINGTON;

EXCEPT THOSE PORTIONS CONDEMNED FOR PRIMARY STATE HIGHWAY NO. 1
IN KING COUNTY SUPERIOR COURT CAUSE NO. 576017. _____

Unofficial Copy

EXHIBIT C

Legal Description of the Easement Area

THAT PORTION OF ALLEY AND LOTS 1, 2, 3, 4, 5, 6 AND 8, BLOCK 52, EXTENSION TO TERRY'S 1ST ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 86, RECORDS OF KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, THENCE NORTH 59°24'00" EAST ALONG THE SOUTHERLY RIGHT OF WAY MARGIN OF SENECA STREET, A DISTANCE OF 0.09 FEET; THENCE DEPARTING SAID RIGHT OF WAY MARGIN SOUTH 30°37'57" EAST, A DISTANCE OF 130.32 FEET; THENCE SOUTH 59°23'34" WEST, A DISTANCE OF 3.22 FEET; THENCE SOUTH 30°36'26" EAST, A DISTANCE OF 109.85 FEET TO THE SOUTHWESTERLY EXTENSION OF THE SOUTH LINE OF LOT 7 OF SAID PLAT; THENCE SOUTH 59°22'52" WEST, ALONG SAID EXTENSION AND THE SOUTHERLY LOT LINE OF SAID LOT 8, A DISTANCE OF 16.00 FEET; THENCE DEPARTING THE SOUTH LINE OF SAID LOT 8, NORTH 30°36'26" WEST, A DISTANCE OF 109.85 FEET; THENCE SOUTH 59°23'34" WEST, A DISTANCE OF 4.94 FEET; THENCE NORTH 30°38'15" WEST, A DISTANCE OF 111.90 FEET; THENCE NORTH 59°23'34" EAST, A DISTANCE OF 4.17 FEET; THENCE NORTH 30°36'26" WEST, A DISTANCE OF 18.41 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF SENECA STREET, ALSO BEING THE NORTHERLY LINE OF SAID LOT 1; THENCE NORTH 59°24'00" EAST, ALONG SAID LINE, A DISTANCE OF 19.91 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING AN AREA OF 4,830 SQUARE FEET OR 0.1109 ACRES, MORE OR LESS;

SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.

EXHIBIT D

Depiction of the Easement Area

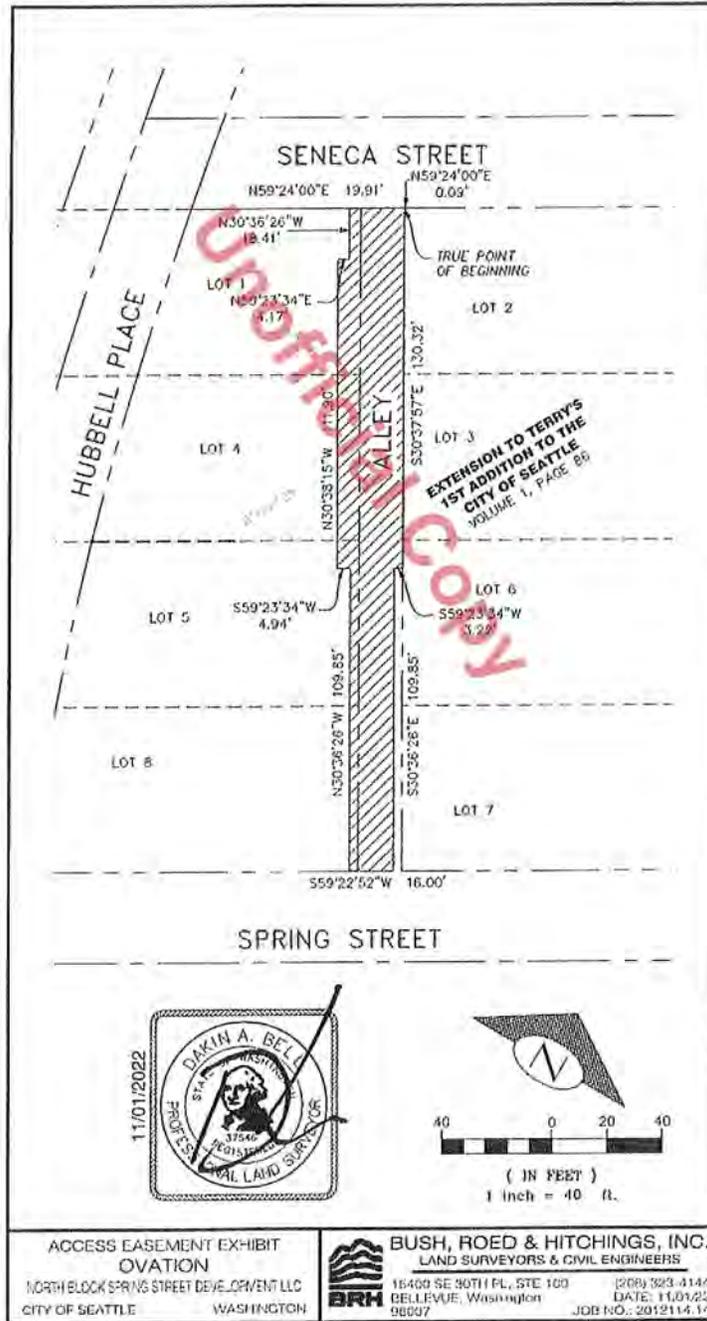


EXHIBIT E

Rules and Regulations for Use of Easement Area

1. Grantee Parties shall keep Easement Area in good order and in a neat and clean condition in connection with the exercise of its Permitted Uses.
2. Grantee Parties shall not deposit garbage, trash or yard waste within the Easement Area. Containers for garbage and trash may not be placed within the Easement Area, except within four hours of a scheduled pickup time.
3. Grantee Parties shall not display signs, post marketing materials or playbills, employ human directional or other directional devices, nor permit other parties to do so, within the Easement Area without the prior consent of the Grantor.
4. Grantee shall not install wiring for electrical or telephone installation, television antennae, machines, or air conditioning units, etc., upon the exterior of the Town Hall Building which protrude into the Easement Area except as authorized in writing by Grantor. Grantee will not conduct any construction or maintenance operations which generate noise, dust or debris which may interfere with Grantor's use of the Easement area or Grantor's use of its property except as authorized in writing by Grantor.
5. Grantee Parties shall not place furniture, packages, plants, statuary objects, or other articles of any kind within the Easement Area except in connection with loading and unloading activities.
6. Vehicles improperly parked by Grantee Parties within the Easement Area may be towed at the Grantee's expense. No vehicle repairs, oil changes or washing of vehicles may be performed within the Easement Area. Without limitation, improperly parked vehicles will include those parked for more than two hours with no evidence of load or unloading activity.
7. The use of musical instruments, radios, televisions, and amplifiers are not permitted in the Easement Area, except as specifically permitted by Grantor.
8. Grantee Parties are prohibited from engaging in the following conduct, behavior, activities, and/or practices:
 - o Criminal or illegal activity, including delivering, manufacturing, and/or possessing a controlled substance or drug paraphernalia;
 - o Smoking or use of alcohol within the Easement Area;
 - o Loud or obnoxious behavior, nor any use that is contrary to the quiet use and enjoyment of the Grantor Parties, including disturbing or threatening the comfort of Grantor Parties;
 - o Disrupting business operations;
 - o Engaging in or threatening violence;
 - o Possessing a weapon in violation of state law;
 - o Discharging a firearm on Grantor Property;
 - o Displaying or possessing a weapon in a way that may alarm others;

- Tampering with utilities or telecommunications;
- Bringing hazardous material into the Grantor Property; and/or
- Injuring Grantor's reputation through bad faith allegations.

9. No activities that are inherently hazardous or dangerous shall be permitted within the Easement Area.

Unofficial Copy

EXHIBIT F

Grantee Loading Requirements

There are two categories of vehicular access and building loading described below: patrons attending events, and freight/equipment loading. In connection with all vehicular access and building loading activities, no vehicles shall be left unattended within the Easement Area, and no materials or other obstructions may be stored in the Easement Area, in each case except in connection with the immediate loading and unloading of patrons and/or freight/equipment.

Patron Loading

Schedule:

- Events occur every day (including weekends)
- Patron loading occurs before and after programs, typically 45 minutes prior to programs and 30 minutes following programs. Typical program times are Mon-Fri 7:30-9pm and Sat/Sun 1-3 pm and 7-10 pm.
- Vehicular access is primarily limited to mobility impaired patrons, a small subset of the total audience for a given event.

Equipment/Freight Loading

Schedule:

- Loading occurs every day (including weekends)
- THA hosts 400+ events annually, each with its own loading needs
- Unloading for daytime events can occasionally begin as early as 7am.
- Loading following nighttime events can occasionally go as late as midnight.
- The most frequent loading time is between 5:00-6:30pm.

Duration:

- A truck may be required to be parked adjacent to the Town Hall building entrance on the Alley for 1/2 hour to 2 hours depending on scale of event and equipment required.

Truck Size:

- 12'-0" foot and 24'-0" foot box trucks are most typical.
- Vans and small vehicles are also used for miscellaneous items.

Logistics:

- At a minimum, a 35'-0" portion of the Alley adjacent to the Town Hall entrance should be level to the extent practicable to accommodate safe loading.
- Trucks must be able to pull all the way through the Alley. Backing out of the Alley into the bus stop zone on Seneca would be incredibly difficult for most trucks. The frequency of this would be problematic, and would generate a lot of

neighborhood complaints.

- The finish Alley surface should have non-slip texture, but be able to easily move dollies full of heavy equipment without difficulty.

Safety:

- There should be sufficient width within the Alley for a car to safely pass a truck with a crew handling heavy objects at the 35'-0" portion of the Alley adjacent to the Town Hall entrance.

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SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Seattle Department of Transportation	Amy Gray	Christie Parker

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE vacating the alley in Block 52, A. A. Denny’s Extension to the Terry’s 1st Addition, in the First Hill neighborhood, and accepting a Property Use and Development Agreement and acknowledging the Seattle City Light Easement, on the petition of North Block Spring Street Development LLC (Clerk File 314364).

Summary and Background of the Legislation:

This Council Bill completes the vacation process for the alley in Block 52, A. A. Denny’s Extension to the Terry’s 1st Addition, in the First Hill neighborhood, on the petition of North Block Spring Street Development LLC.

The Petitioner sought the vacation for the development of a new residential building. The vacation enables efficient parking below grade, allows the two residential towers to function as a single building, limits vehicular access, creates a space inviting to pedestrians, creates a new community venue for gatherings or public enjoyment, and promotes pedestrian connections between First Hill, Downtown, Denny Triangle, and South Lake Union. Following a March 6, 2018, 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.

The petitioner paid a vacation fee of \$2,500,000 on March 24, 2020.

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 does not impact vulnerable or historically disadvantaged communities.

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

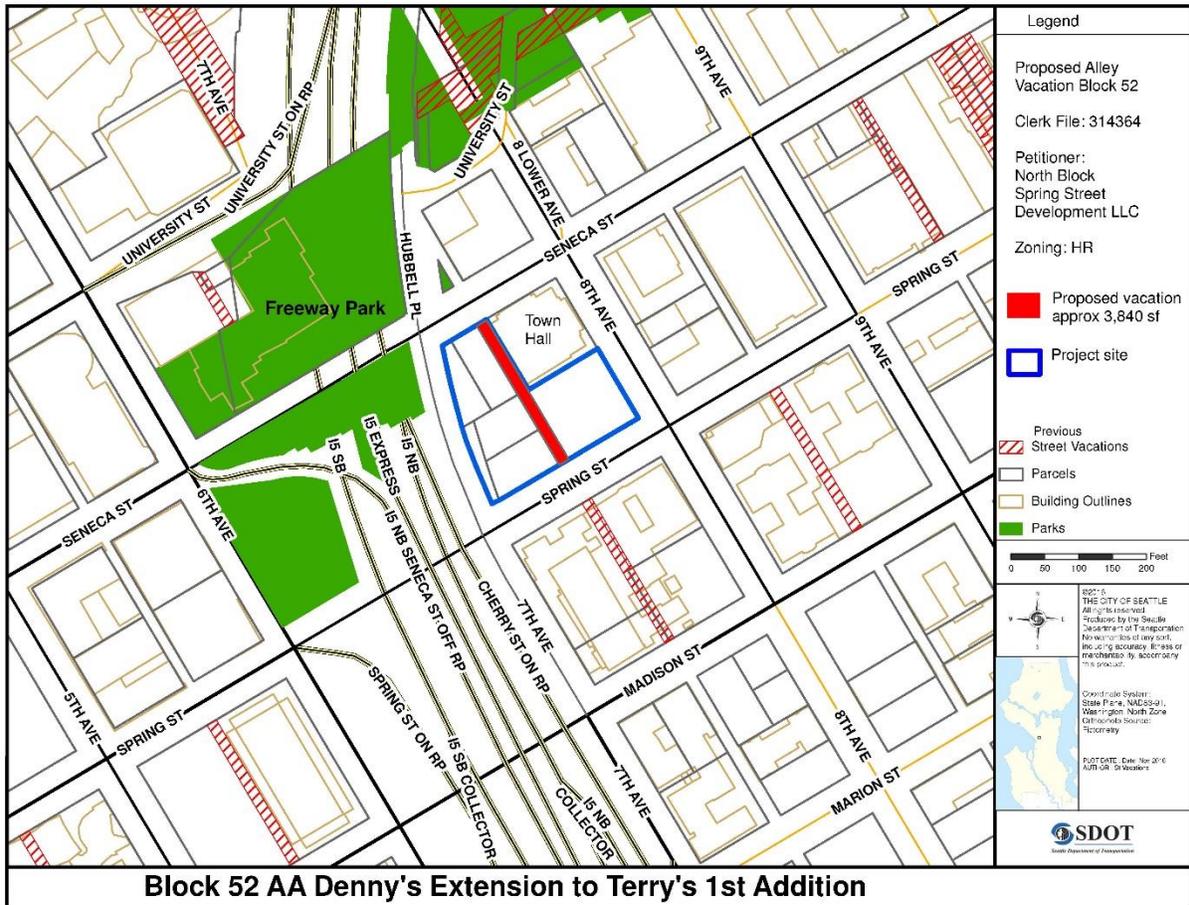
- Is a public hearing required?
- Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?
- If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?
- Does this 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 – Block 52 North Block Vacation Area Map

Block 52 North Block Vacation Area Map



March 10, 2025

MEMORANDUM

To: Transportation Committee
From: Lish Whitson, Analyst
Subject: Council Bill 120945: Ovation Town Hall Block Alley Vacation

On March 18, the Transportation Committee (Committee) will receive a briefing on CB 120945, a bill to grant final approval of the vacation of the alley on the block bounded by Seneca and Spring streets and 7th and 8th avenues on First Hill (Council District 7). Council conditional approval of the vacation was granted on March 26, 2018, through Clerk File (CF) [314364](#). Approval of the vacation facilitated the development of two mixed-use apartment towers, containing a total of 548 residential units, a publicly accessible open space and improvements around Town Hall Seattle, which is the other structure on the block with Ovation Apartments.

The Council's decision at this point is to determine whether the project has satisfied the conditions of CF 314364. If those conditions have been met, the Council should approve the bill and grant final approval of the vacation. This memorandum discusses the street vacation process and the conditions placed on the alley vacation.

Street Vacation Process

The North Block Spring Street Development LLC vacation was filed in 2017 and was considered under the vacation policies in effect at the time of filing.¹ Under the street vacation policies, when a petition for a street or alley vacation is filed by a property owner, City departments, the Seattle Design Commission, and other interested parties review the petition and make recommendations on whether the vacation is appropriate and whether the public benefits provided by the vacation are commensurate with the loss of public space facilitated by the vacation. The Seattle Department of Transportation (SDOT) compiles those comments and makes a recommendation to the City Council.

Once the Council receives the recommendation, it holds a public hearing and reviews the petition. In this case, the Council voted unanimously to grant the vacation with conditions. This conditional approval allowed the petitioner to build in the alleyway and to complete their project.

After completion of the project, SDOT confirmed that all conditions have been met, and has transmitted a bill to Council that would finalize the vacation. At this phase of Council's review, the Council's role is to determine that all conditions have been met. Passage of the bill would allow for the official transfer of ownership of the alley right-of-way to the petitioner.

¹ See [CF 310078](#). A comparison between those policies and the City's current street vacation policies can be found attached to [Resolution 31809](#).

Review of Vacation Conditions

The Council’s conditional approval of the vacation included eight 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. A Property Use and Development Agreement (PUDA) or other binding agreement is required and must delineate responsibility between the Ovation Apartments and Town Hall Seattle for the design, use, maintenance, and programming of the private alley space.
4. Utilities adjacent to the site and on site must be protected.
5. Development should start within 18 months of approval and be completed within 5 years.
6. Street vacation approval does not eliminate other conditioning through regulatory reviews and State Environmental Policy Act review.
7. Free speech activities must be permitted in public spaces on site and signage must indicate to the public that those activities are allowed.
8. The Petitioner must develop and maintain the public benefit elements listed below and must adopt a PUDA or other mechanism to ensure that they are open and accessible to the public.

Public Benefit	Description
1. Public Plaza	5,500 SF Public Plaza Open Space, includes: <ul style="list-style-type: none"> • 2,500 SF special paving • 1,015 SF terraced planting • 2 existing trees preserved • 3 new trees • 845 SF seating lawn • 25 LF wood benches • 200 SF wood platform • Lighting - tree lights, pedestrian poles, bollard lights, bench lights, handrail lights
2. Town Hall Improvements	Contribution for 3,000 SF of sidewalk improvements along Seneca Street + 8th Avenue 1,140 SF of new landscaping at south side of site 3,000 SF of Woonerf, includes special paving + bollards
3. Right-of-Way Improvements	Hubbell Place: 30 LF of underlit seating + pedestrian lights Seneca Street: 100 SF of special paving + 6 bike racks Spring Street: 145 SF of planting + 217 SF of special paving + 15 LF of underlit seating + 5 bike racks + pedestrian lights 8th Avenue: 320 SF of planting + 650 SF of special paving + 16 LF of underlit seating + 8 bike racks + pedestrian lights
4. Freeway Park Connection	Design contribution to intersection improvements Accessible curb ramp at northwest corner of Seneca and Hubbell

SDOT has confirmed that the petitioner has met all of the conditions included in CF 314364 and provided the public benefits described above. CB 120945 would (1) accept a PUDA that reflects the conditions included in CF 314364, 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 March 18 meeting and may vote at that meeting or a future meeting. Council approval of the bill would allow for the recording of the PUDA and final vacation of the alley right-of-way.

Attachments:

1. Summary of Seattle's Street Vacation Policies

cc: Ben Noble, Director
Yolanda Ho, Deputy Director

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.



Quarterra
MULTIFAMILY



Ovation Apartments

B52 Alley Vacation

Presented to Transportation Committee

April 15, 2025

Community Location

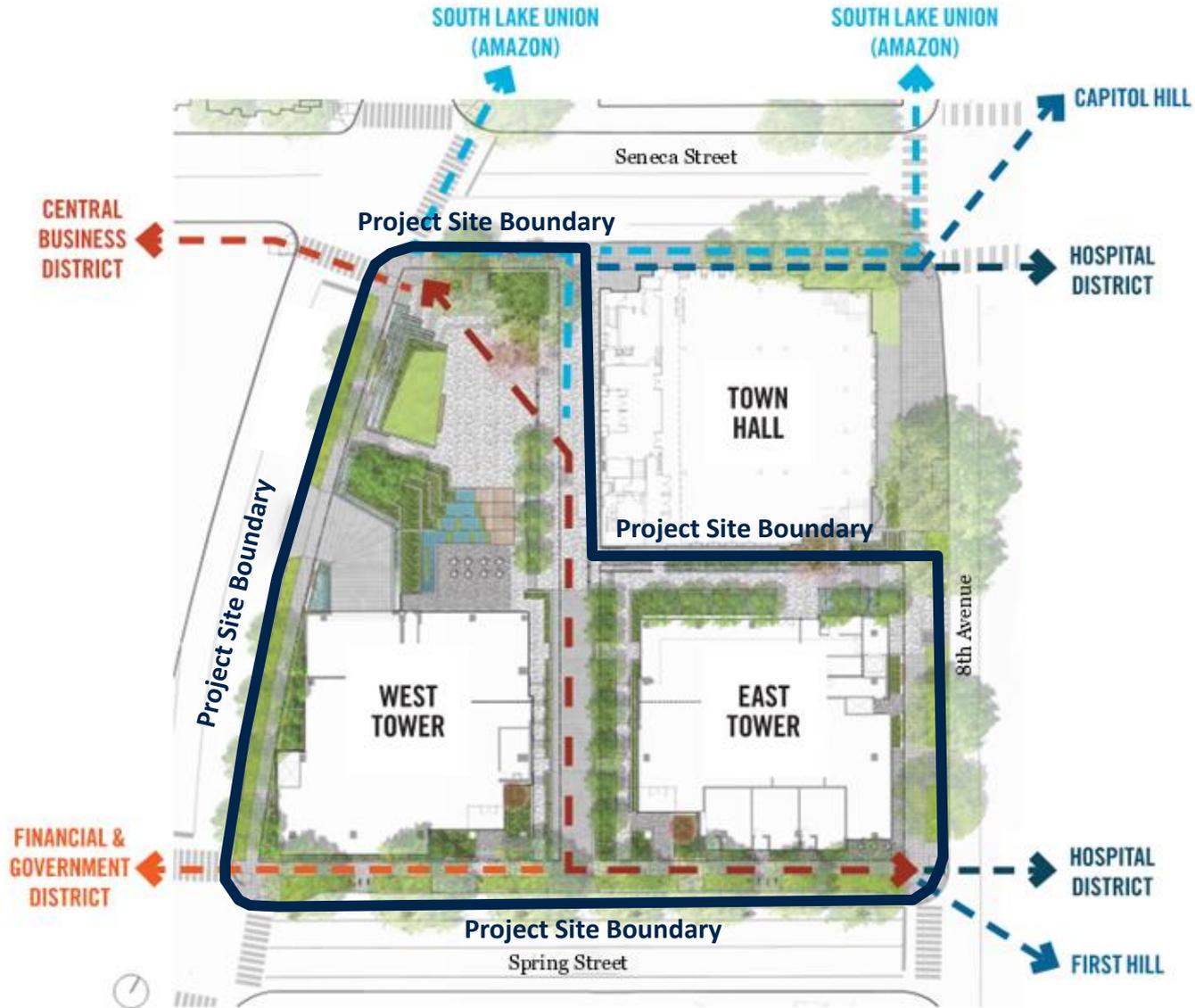


Ovation Apartments

OVATION



Current Site Overview

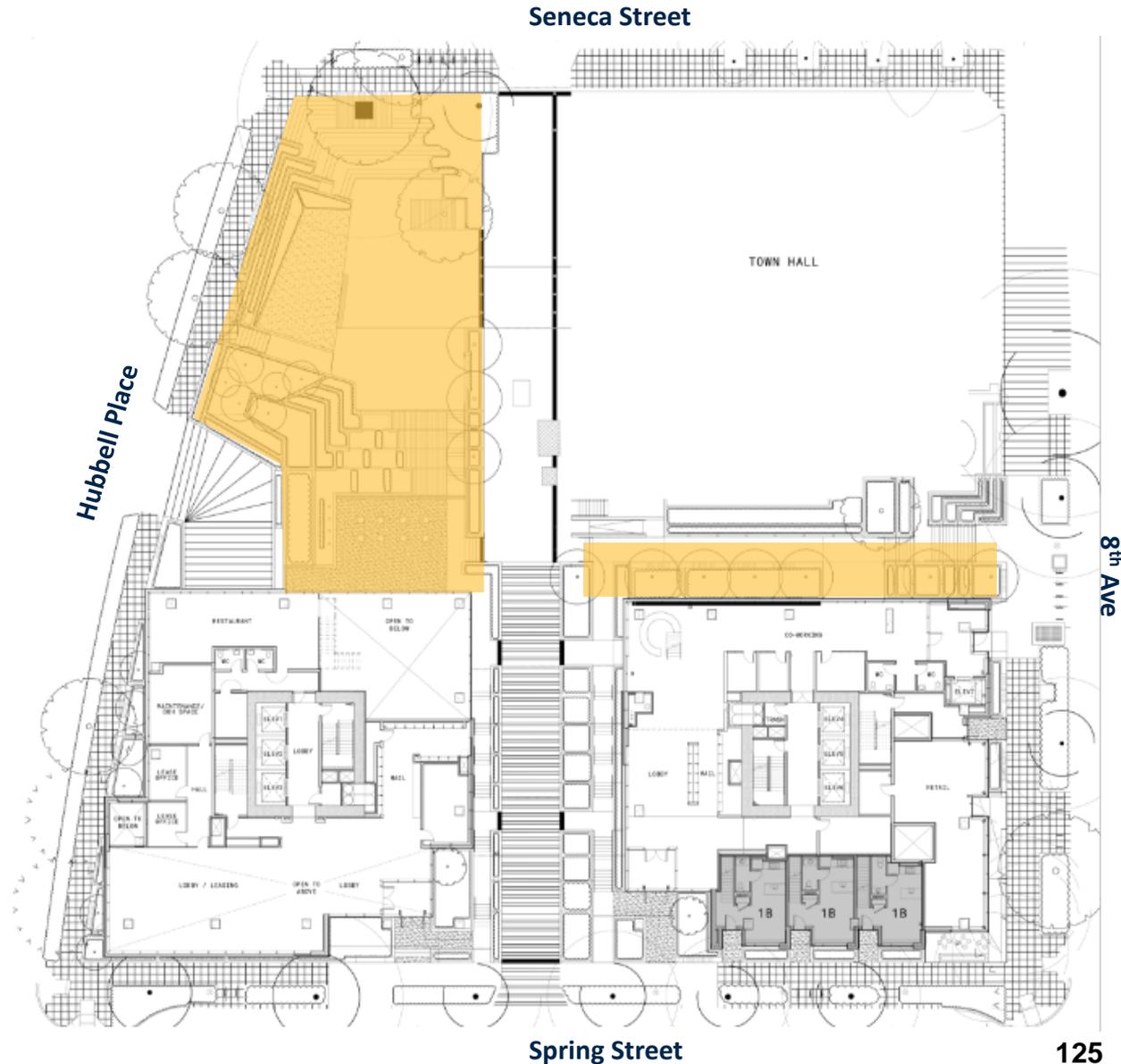


Summary of Public Benefits



Public Access Plaza

- 5500 SF plaza with pedestrian seating and integrated lighting
- Includes water feature, wood platforms, sand-set pavers, and extensive landscaping and bioretention planters
- SDOT approved public access and free speech signage posted throughout
- Bollards (affixed and removable) provide protection from the Alley



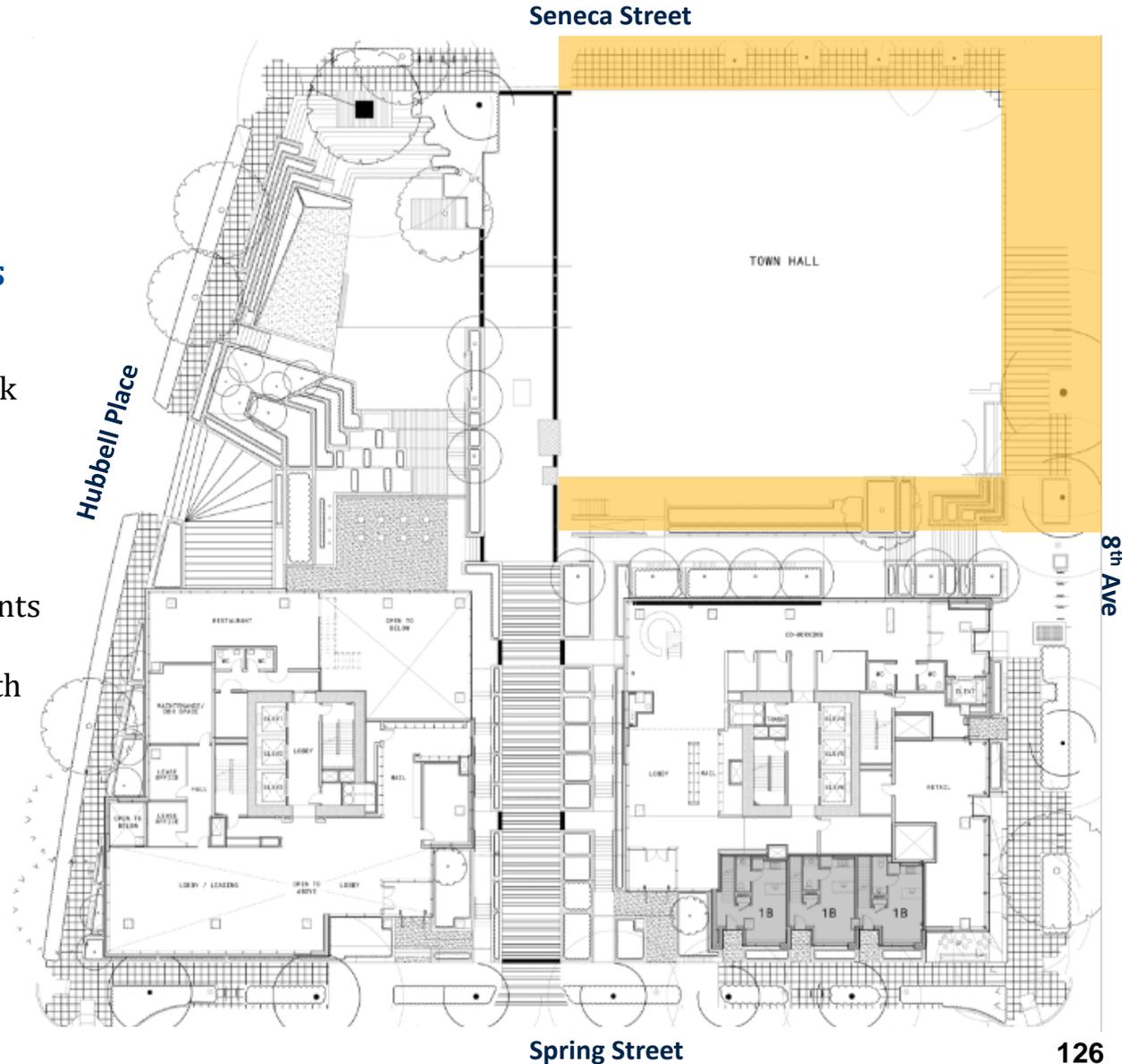
8th Ave

Summary of Public Benefits



Town Hall Enhancements

- Provided financial contribution to Town Hall Association for sidewalk construction at the time of their remodel
- Provided financial contribution to Town Hall for shoring
- Provided landscaping enhancements and addressed issues with Town Hall building envelope on the south side of their property line
- Entered into a Memorandum of Understanding with Town Hall to govern ongoing management and activation of the block

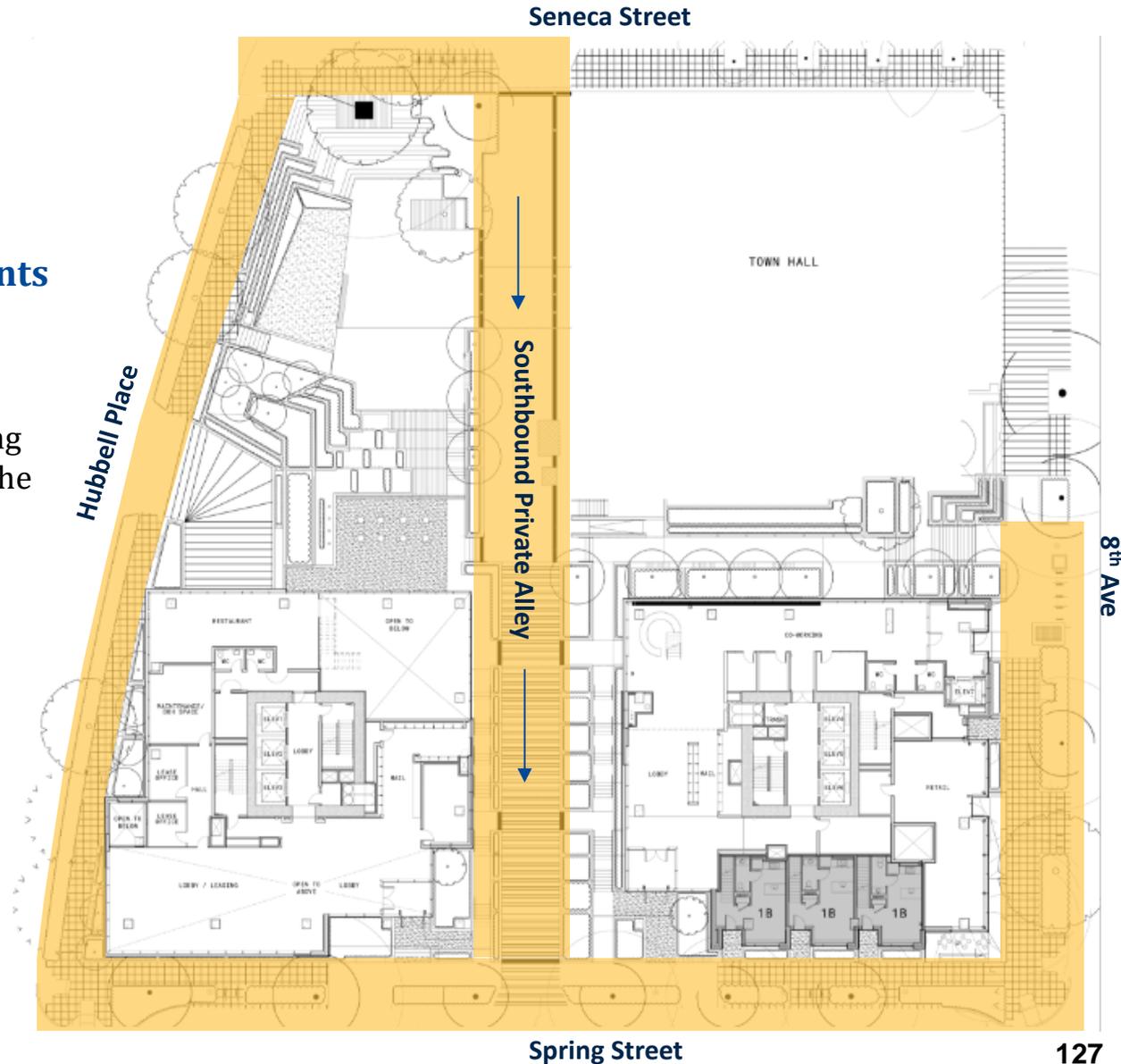


Summary of Public Benefits



Alley & ROW Improvements

- Newly constructed southbound private Alley with special paving
- Elevated pedestrian sidewalk along the west side of the south half of the alley way
- Pedestrian lighting and handrails
- Bike racks
- Wooden bench seating
- Vehicular signage
- New plantings
- ADA Ramps and pedestrian signalization

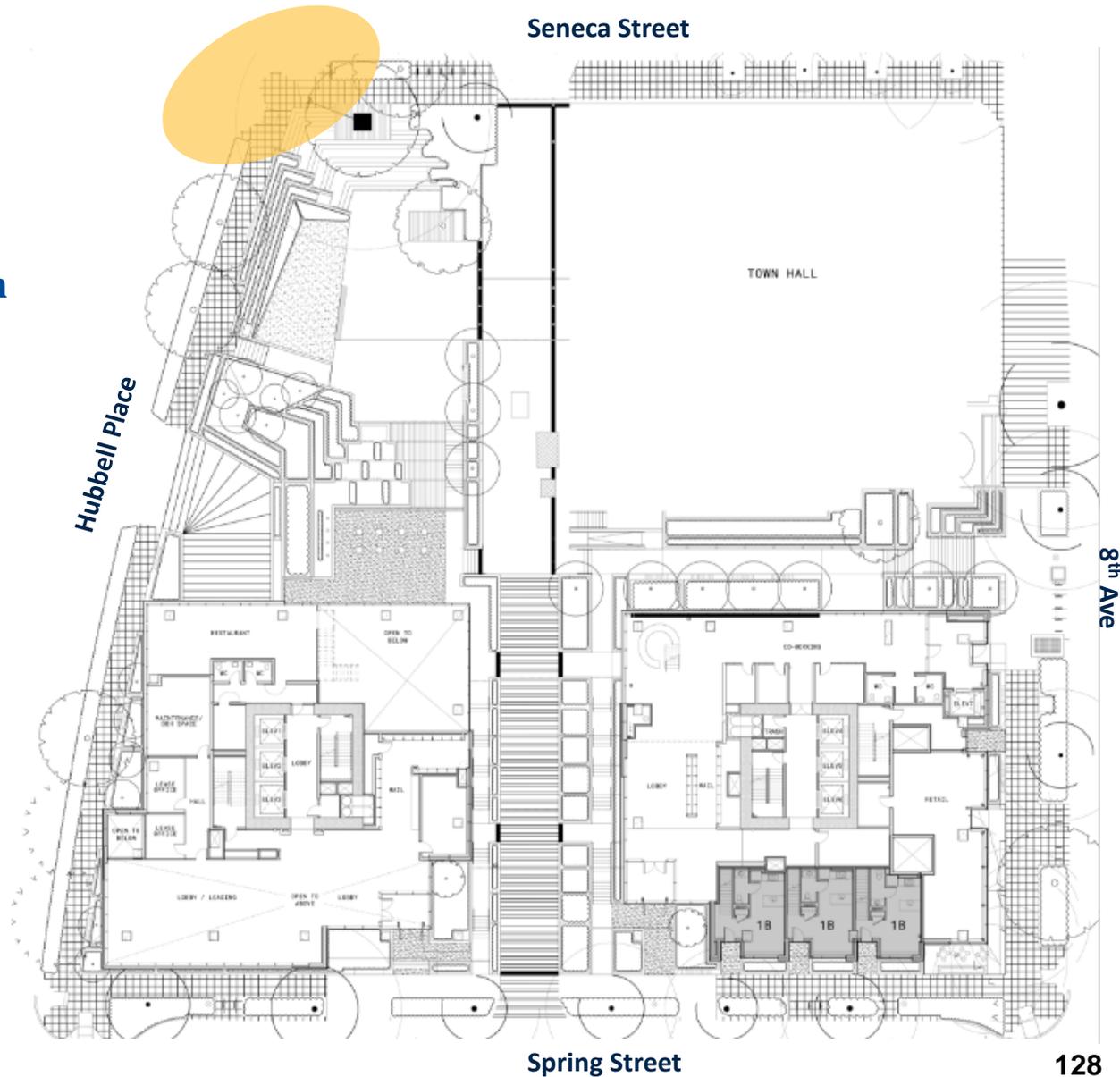


Summary of Public Benefits



Freeway Park Connection

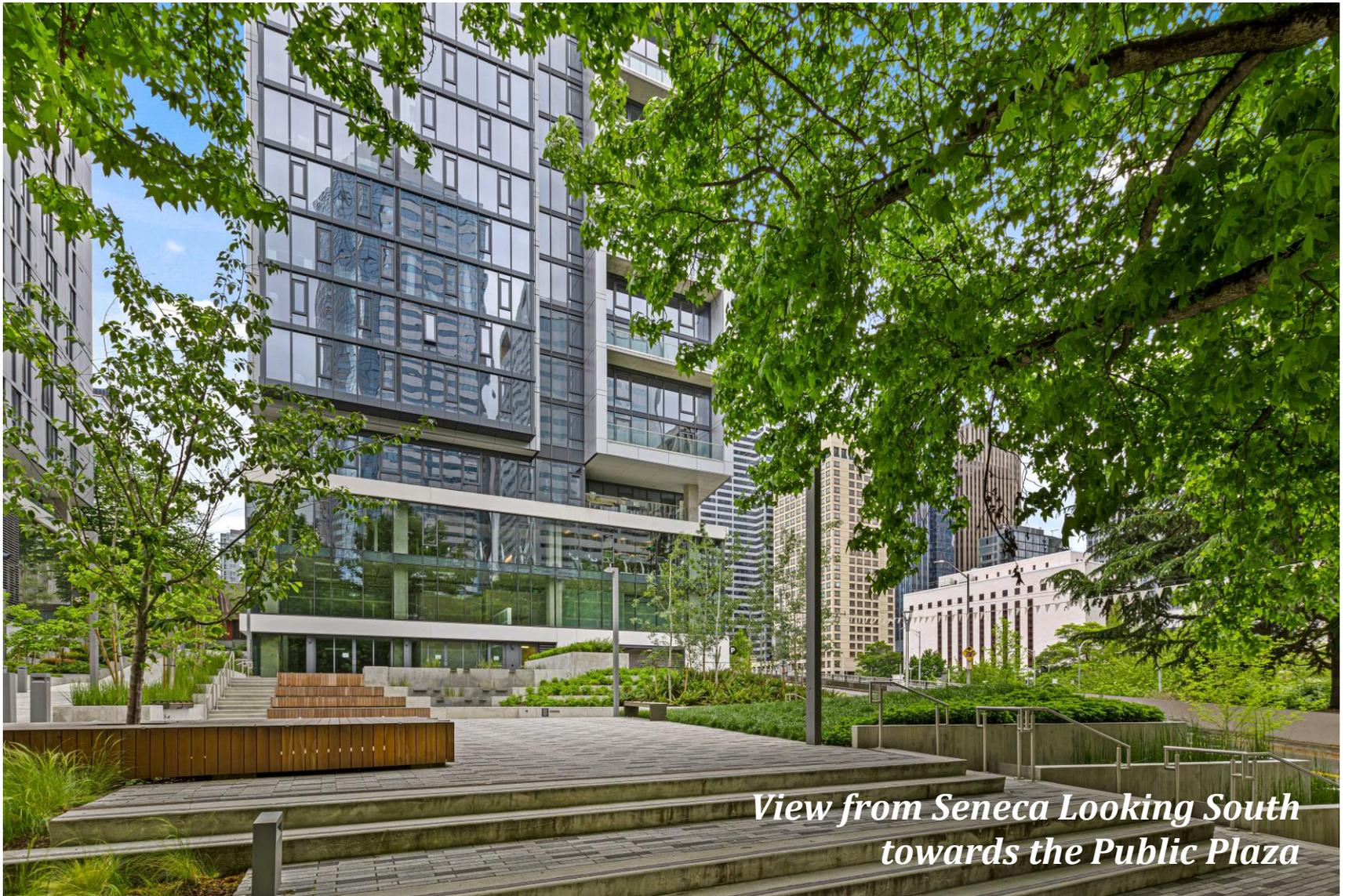
- New ADA ramps, traffic signalization, paving, and restoration of an underground stem wall at the corner of Seneca and Hubbell



Summary of Public Benefits

Public Benefit	Description	Approximate Value	Code Required?
1. Public Access Plaza	5,500 SF Public Plaza Open Space, includes: 2,500 SF special paving 1,105 SF terraced planting 2 existing trees preserved 3 new trees 845 SF seating lawn 25 LF wood benches 200 SF wood platform Lighting-tree lights, pedestrian poles, bollard lights, bench lights, handrail lights	\$4,800,000	No
2. Town Hall Improvements	Contribution for 3,000 SF of sidewalk improvements along Seneca Street +8 th Avenue 1,140 SF of new landscaping at south side of site 3,000 SF of Woonerf, includes special paving and bollards Addressed waterproofing issue	\$350,000	No
3. Alley & ROW Improvements	Hubbell Place: 30 LF of underlit seating and pedestrian lights Seneca Street: 100 SF of special paving + 6 bike racks Spring Street: 145 SF of planting + 217 SF of special paving + 15 LF of underlit seating + 5 bike racks + pedestrian lights	\$135,000	No
4. Freeway Park Connection	Design contribution to intersection improvements Accessible curb ramp at northwest corner of Seneca and Hubbell	\$35,000	No

TOTAL: \$5,320,000



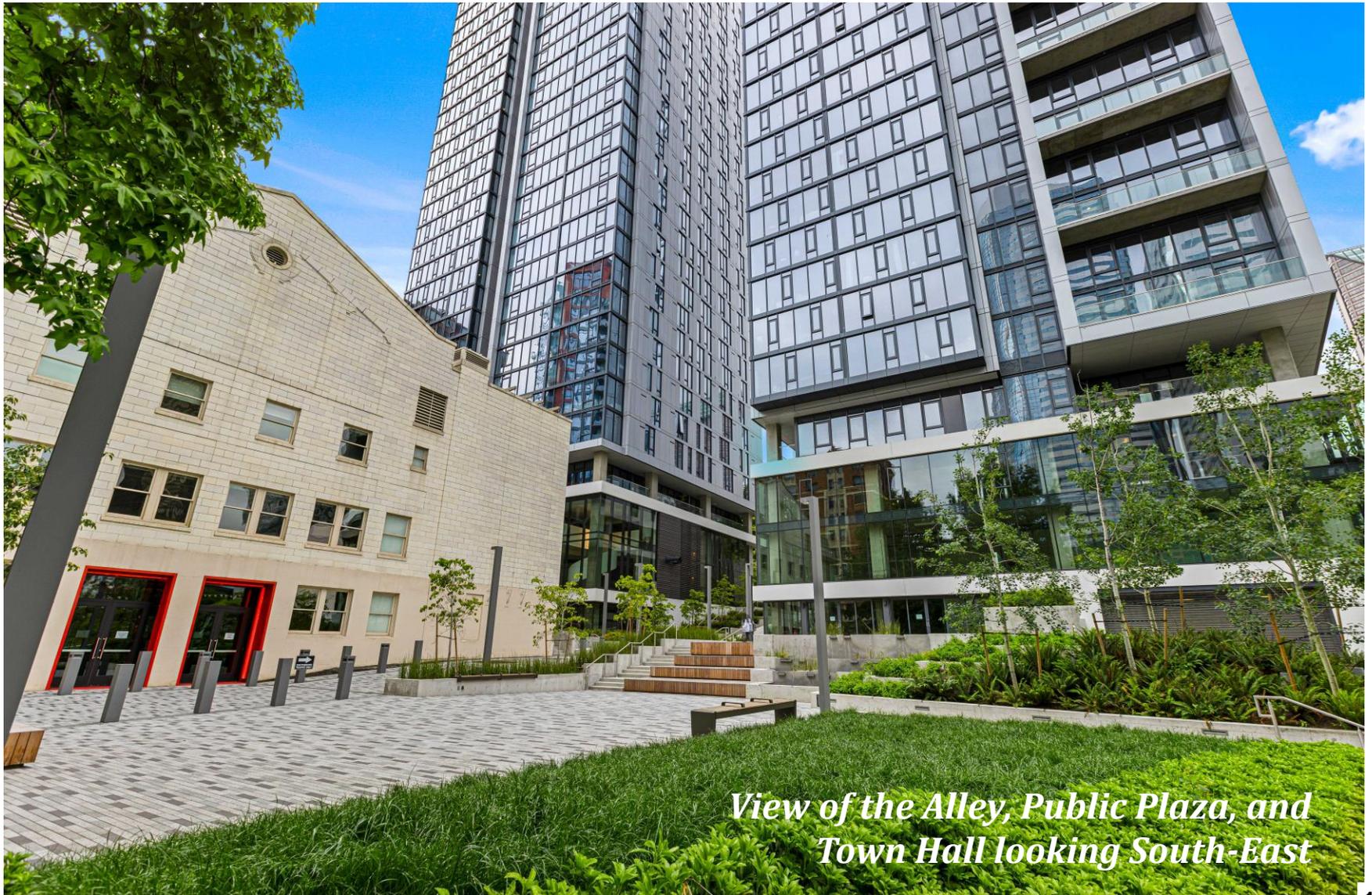
*View from Seneca Looking South
towards the Public Plaza*



View from Public Plaza looking North-East towards Town Hall



*View of the Public Plaza
looking North-West*



View of the Alley, Public Plaza, and Town Hall looking South-East

Questions?